



Ref : ETWB(W) 546/70/02

Group : 5

30 December 2002

Environment, Transport and Works Bureau
Technical Circular (Works) No. 56/2002

Form of Tender

Scope

This Circular promulgates the standard form of tender for use in capital works contracts other than design-and-build contracts.

Effective Date

2. This Circular takes immediate effect.

Effect on Existing Circular

3. This Circular has no effect on existing circulars.

Policy

4. The standard form of tender for capital works contracts is appended hereto. It shall be used for tenders for which the first notice of tender invitation is published on or after 15 January 2003.

5. Matters to be dealt with in the Appendix to the Form of Tender depend very much on the standard form of contract used and other special contract provisions (in the form of SCCs and Particular Specification) incorporated in the contract. Departments should check and ensure that all the matters required to be dealt with in the Appendix to the Form of Tender have been properly specified/stated therein.

(W S Chan)

Deputy Secretary for the Environment,
Transport and Works (Transport and Works) W2

FORM OF TENDER

(For capital works contracts other than design-and-build contracts)

THE GOVERNMENT OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION

..... DEPARTMENT

CONTRACT NO.

(Title of Contract)

FORM OF TENDER

NOTES :

- (1) The Appendix forms part of the Contract.
- (2) If the tenderer is a sole proprietorship or a partnership, the name(s) and residential address(es) of the sole proprietor or all the partners shall be given in the spaces provided below.
- (3) In all cases, the tenderer must give the number and the expiry date of the business registration certificate here:

Number :

Expiry Date :

¹To: The Chairman,
Central Tender Board,
Central Government Offices (East Wing),
Hong Kong.

Having inspected the Site, examined the Drawings, General Conditions of Contract and Special Conditions of Contract (hereinafter referred to as "the said Conditions"), Specification and ²Bills of Quantities for the execution of the Works as defined in the Contract, I/we offer to construct, complete and maintain the whole of the said Works in conformity with the said Conditions, Drawings, Specification ³ and Bills of Quantities for the sum of Dollars (\$.....) or such sum as may be ascertained in accordance with the said Conditions, Drawings, Specification and Bills of Quantities.

¹ Where the tenders are to be submitted to a tender board other than the Central Tender Board, type in the name and the address of the tender board in lieu of that of the Central Tender Board.

² All references to Bills of Quantities may need to be suitably adjusted where some other forms are used.

³ Replace "and Bills of Quantities" with " , Bills of Quantities and the technical resources and technical proposals submitted in accordance with Clause 3(1)(d) of the General Conditions of Tender" when the tender adopts a marking scheme for use in tender evaluation.

FORM OF TENDER - P. 2

42. If my/our Tender is accepted I/we will when required,
- #(a) deposit with the Director of Accounting Services, the Government of the Hong Kong Special Administrative Region, as security for the due performance of the Contract a sum of \$....., such deposited sum to be returned to me/us in accordance with the said Conditions.
 - #(b) with the approval of the Employer obtain the guarantee of a Bank or Insurance Company [to be approved by the Employer] to be jointly and severally bound with me/us in a sum of \$..... for the due performance of the Contract under the terms of a Bond in accordance with the said Conditions.

3. I/We agree to abide by this Tender for the period of ⁵90 days from the date of expiry fixed for receiving the same and it shall remain binding upon me/us and may be accepted at any time before the expiration of that period.

4. Unless and until the Articles of Agreement is prepared and executed this Tender together with the written acceptance thereof by the Employer subject to the provisions of clause 3 hereof shall constitute a binding Contract between us.

5. I/We understand that the Employer reserves the right to negotiate with any tenderer about the term of the offer and is not bound to accept any tender irrespective of whether the tender is the lowest offer or, where the assessment of the tenders is based on a marking scheme or formula approach, the tender is with the highest overall mark.

#: Tenderer to delete either clause 2(a) or 2(b)

⁴ This item may be deleted if a security is not required.

⁵ Normally 90 days

FORM OF TENDER - P. 3

Name

Signature

in the capacity of

duly authorized to sign tenders for and on behalf of +

.....
.....
.....
.....
.....

Trading in Hong Kong under the style of @

Registered address of firm

.....
.....

Date

Name of Witness

Signature of Witness

Occupation

Address of Witness

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.....
.....
.....

FORM OF TENDER - P. 4

Name(s) of the sole proprietor/partners	Residential address(es) of the sole proprietor/partners
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- + In the case of a limited company, insert the name of the company.
 - + In the case of a sole proprietorship, a partnership or an unincorporated joint venture, the name(s) of the sole proprietor, all the partners or all the participants in the unincorporated joint venture must be inserted above and name of the firm inserted at @.

(The lines below may be deleted if a security is not required)

To be inserted by the Engineer before the signing of the Articles of Agreement :

Security Deposit (if any) Receipt No.

Amount

Date

APPENDIX TO FORM OF TENDER - P. 1

General Conditions of Contract forWorks, 1999 Edition

Clause No.

- 1(1) *Maintenance Period/Defects Liability Periodmonths
*[Maintenance Period for the Works except Establishment Worksmonths
Maintenance Period for Establishment Worksmonths]

2(1)(b) Actions of the ⁶Engineer subject to the Employer's right of objection and direction

The Engineer is required under the terms of his appointment by the Employer to obtain confirmation of no objection from the Employer and, in the event of an objection, to act in accordance with the Employer's direction before ordering any variation to the Works or taking any other action (including without limitation making an order under General Conditions of Contract Clause 54) which may commit the Employer to additional expenditure under the Contract, other than in respect of claims, of a value estimated to exceed HK\$300,000. This requirement shall not be applicable where the variation order or other action is considered by the Engineer to be essential on grounds of safety or other emergency in circumstances when it is impracticable to refer the matter to the Employer beforehand.

The Engineer may, subject to any prior contrary instructions given by the Employer to the Engineer, order variation to the Works in accordance with the provisions of the Contract or take any other action (including without limitation making an order under General Conditions of Contract Clause 54) which may commit the Employer to additional expenditure under the Contract, other than in respect of claims, without the need to obtain confirmation of no objection from the Employer if the value of such order or commitment is estimated not to exceed HK\$300,000.

- *12 Amount of bond or cash security (if required) \$.....
- 47 Time after acceptance of Tender within which the date for commencement of the Works shall occurdays
- 49 Time for completion of the *Works/Sectiondays
- 52 ⁷Liquidated damages for the *Works/Section \$....per day
- ⁸59(7) Period of final measurementmonths
- ⁹78(1) Period of interim certificates

* Delete or modify as necessary

⁶ All references to "the Engineer" may need to be suitably adjusted for building works

⁷ It should be noted that WBTC No. 7/2001 on liquidated damages is being updated and some additional requirements may be imposed in the updated version.

⁸ For building works only.

⁹ Applicable for building works only. For E & M works, make necessary modifications.

APPENDIX TO FORM OF TENDER - P. 2

79(1)	Percentage of certified value retainedper cent
79(1)	Limit of Retention Money	\$.....
79(2)	Minimum amount of interim certificate *[There shall be no minimum amount of interim certificates for the Establishment Works]	\$.....
*SCC_	Period for Establishment Worksmonths
*SCC_	Time, commencing from and including the date for commencement of the Works notified by the Engineer in accordance with GCC Clause 47, within which the Section Subject to Excision may be ordereddays
*SCC_	Minimum amount of third party insurance	\$
*SCC_	Minimum amount of liquidated damages for the Works/Sections	\$...per day

* Delete or modify as necessary