

**DEVELOPMENT BUREAU
LIBRARY OF
STANDARD NOTES TO TENDERERS**

Important Notes:

- (1) This set of Notes to Tenderers (“NTT”) is applicable to contracts using GCC form.
- (2) Project officers should refer to the latest technical circulars/memos on DEVB’s website and Works Group Intranet Portal during their preparation of tender documents.
- (3) Project officers should use the library with caution and, if any anomalies are found, notify their departmental contract advisors for clarification and, if necessary, seek further clarification with the DEVB subject officer [AS(WP4)8, telephone no. 3509 7308].
- (4) Double check the correct references are inserted in the relevant spaces.

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<i>[A: Matters related to tendering (subtitle for internal reference only)]</i>			
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NTT A3	Pre-tender Meeting	4.10.2021	[<i>optional clause</i>] NTT (b) in 2015 version
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NTT A10	Anti-collusion	4.10.2021	NTT (am) in 2015 version
NTT A11	Formula Approach	22.4.2024	[<i>optional clause</i>] NTT (h) in 2015 version
NTT A12	Marking Scheme Approach	22.4.2024	[<i>optional clause</i>] NTT (h) in 2015 version
NTT A13	Evaluation method for use in tenders which EMSTF may be a potential bidder	24.1.2022	[<i>optional clause</i>] NTT (h) in 2015 version
NTT A14	Assessment of EMSTF offer	4.10.2021	[<i>optional clause</i>] NTT (k) in 2015 version
NTT A15	Net present value analysis	4.10.2021	NTT (x) in 2015 version
NTT A16	Destruction of documents	4.10.2021	NTT (e) in 2015 version

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NTT A19	Not used		
NTT A20	Eligibility to Tender and for the Award of Contracts Applicable to Confirmed Group [B] Contractors	30.9.2022	
NTT A21	Not used		
NTT A22	Bonus for joint venture with listed contractor in lower group or with probationary status	13.9.2023	
[B: Matters related to the conditions of contract (subtitle for internal reference only)]			
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NTT B2	Constraints on *Engineer/ Surveyor/ Supervising Officer's power	4.10.2021	NTT (r) in 2015 version
NTT B3	Not used		
NTT B4	Not used		
NTT B5	Assessment of Section Subject to Excision	4.10.2021	[<i>optional clause</i>] NTT (l) in 2015 version
NTT B6	Employer's power to reduce Contingency Sum	4.10.2021	[<i>optional clause</i>] NTT (ao) in 2015 version
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<i>[C: Matters related to the duties of the Contractor (subtle for internal reference only)]</i>			
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NTT C2	Payment for Sub-contractor Management Plan	10.4.2024	
NTT C3	Details of Sub-contractor Management Plan	10.4.2024	
NTT C4	Non-contractual partnering	4.10.2021	<i>[optional clause]</i> NTT (ac) in 2015 version
NTT C5	Not used		
NTT C6	Dispute Resolution Advisor System	4.10.2021	<i>[optional clause]</i> NTT (ar) in 2015 version
NTT C7	Systematic Risk Management	22.4.2024	<i>[optional clause]</i> NTT (z) in 2015 version
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NTT C11	Employing Site Workers for the Contract and Payment of Site Workers' wages	4.10.2021	NTT (af) in 2015 version
NTT C12	Reimbursement of actual payment made by the Contractor to Assistant Clerical Officer (Labour Relations)	4.10.2021	[<i>optional clause</i>] NTT (ai) in 2015 version
NTT C13	Site Cleanliness and Tidiness – Daily Cleaning and Weekly Tidying	30.6.2022	[<i>optional clause</i>] NTT (o) in 2015 version
NTT C14	Site Uniform	4.10.2021	NTT (an) in 2015 version
NTT C15	Mandatory Construction Industry Collaborative Training Scheme (CICTS)	4.10.2021	
NTT C16	Employment of Graduates of the Enhanced Construction Manpower Training Scheme (ECMTS)	22.4.2024	NTT (aq) in 2015 version
NTT C17	Pay for Safety Performance Merit Scheme	4.10.2021	[<i>optional clause</i>] NTT (as) in 2015 version
NTT C18	Tree preservation	4.10.2021	[<i>optional clause</i>] NTT (ad) in 2015 version

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NTT C19	Tree pruning works	4.10.2021	[<i>optional clause</i>] NTT (at) in 2015 version
NTT C20	Environmental management	4.10.2021	[<i>optional clause</i>] NTT (ab) in 2015 version
NTT C21	Use of non-road mobile machinery approved under the Air Pollution Control (Non-road Mobile Machinery) (Emission) Regulation	4.10.2021	[<i>optional clause</i>] NTT (au) in 2015 version
NTT C22	Provision of temporary electricity and water supply to Works Area(s)/Site(s)	4.10.2021	
NTT C23	Limiting tiers of sub-contracting	4.10.2021	

[Remarks: *Please be reminded to check the cross-reference with other parts of the tender and contract documents are correct.*]

Notes to Tenderers

Clause	Remarks/Guidelines
NTT A1 Location of tender box	
<p>*[The tender box (Government Secretariat Tender Box) is located at the Lobby of the Public Entrance on Ground Floor, East Wing, Central Government Offices, 2 Tim Mei Avenue, Tamar, Hong Kong.]¹</p> <p>*[The tender box (Public Works Tender Box) is located in Room 503 on the 5th Floor, Low Block, Queensway Government Offices, 66 Queensway, Hong Kong.]²</p>	<p>* Delete as appropriate.</p> <p>¹For tenders to be opened by the tender opening teams of the Central Tender Board. Any interim arrangement is subject to review and update by FSTB periodically. Project officers are required to check the latest arrangement.</p> <p>²For tenders to be opened by the tender opening teams of the Public Works Tender Board</p>

Notes to Tenderers

Clause	Remarks/Guidelines
NTT A2 Procedures for opening tenders	
Tenders will be opened by the tender opening team of the <i>[insert name of tender board]</i> at 12 noon on the date set for the close of tender or, if this has been extended, the extended date at <i>[insert name of tender board]</i> .	

Notes to Tenderers

Clause	Remarks/Guidelines
NTT A3 Pre-tender Meeting <i>[optional clause]</i>	
<p>(1) The date, time and venue of the pre-tender meeting are as follows:</p> <p>Date:</p> <p>Time:</p> <p>Venue:</p> <p>(2) The tenderer shall make his own arrangement of the transportation for attending the pre-tender meeting.</p> <p>(3) The tenderer is required to complete the Reply Slip at Appendix <i>[Insert appropriate reference]</i> to these Notes to Tenderers to confirm if he will attend the pre-tender meeting and nominate his representatives (not more than <i>[insert appropriate number]</i> persons) who will attend the pre-tender meeting. The completed Reply Slip is required to be submitted to the <i>*Engineer/ Surveyor/ Supervising Officer</i> designate by fax and post at the fax number and address stated in the Reply Slip by 5:00 p.m. on <i>[insert appropriate date]</i>.</p>	<p>WBTC No. 4/92</p> <p><i>* Delete as appropriate.</i></p>

Notes to Tenderers

Clause	Remarks/Guidelines
NTT A4 Clarifications from <i>*Engineer/Surveyor/Supervising Officer</i> designate	
Should the tenderer for any reason whatsoever be in doubt about the precise meaning of any item or figure contained in the documents he shall seek clarification from the [<i>*Engineer/ Surveyor/ Supervising Officer</i>] designate [<i>Insert post title of Government officer / company name and contact details as appropriate.</i>]	Advice directing tenderers to submit any queries about the particulars of the tender documents to the [<i>*Engineer/ Surveyor/ Supervising Officer</i>] designate preparing the tender documents (the contact telephone number for enquiries on the tender should also be included). <i>* Delete/Modify as appropriate.</i>

Notes to Tenderers

Clause	Remarks/Guidelines
NTT A5 Check list for tenders deposited in the tender box	
<p>(1) Before the tender is sealed and delivered to the *Government Secretariat Tender Box / *Public Works Tender Box, please check the following:</p> <p>(a) The tender has been properly signed and the signature witnessed.</p> <p>(b) All the documents issued with or requested in the tender such as acknowledgements of receipt of corrigenda or addenda, are properly completed and attached to the tender.</p> <p>(c) For remeasurement contracts, copies of the Bills of Quantities and the Schedule of Proportions are attached to *the tender / *Tender Price Documents. The *Central Tender Board / *Public Works Tender Board will make copies of the Bills of Quantities and Schedule of Proportions on behalf of tenderers who have failed to submit copies of such documents and a charge of *[\$12] / *[\$16.2] or such amount as advised by the *Secretary for Financial Services and the Treasury / *Chairman of the Public Works Tender Board periodically will be levied for each page so copied.</p> <p>(d) The envelope or cover holding the tender does not bear the name of the tenderer but the tender reference or contract number and the closing date should be shown on the cover.</p> <p>(2) The tenderer should also note the following:</p> <p>(a) Unless otherwise indicated, plans and drawings issued with the tender documents shall not be returned and deposited in the *Government Secretariat Tender Box / *Public Works Tender Box, such drawings are to be returned to the issuing office</p>	<p>* Delete as appropriate.</p> <p># Please update the figure where appropriate.</p> <p>Please refer to Appendix 5.8 of Chapter 5 of the Project Administration Handbook).</p>

Notes to Tenderers

Clause	Remarks/Guidelines
<p>after submission of the tender.</p> <p>(b) Samples, if called for, should be submitted separately to the issuing office inviting the tenders with the tender reference or contract number indicated clearly on the cover, and should not be deposited in the *Government Secretariat Tender Box / *Public Works Tender Box.</p> <p>(c) The tender that is bulky should be wrapped properly with strong paper which is unlikely to break when the tender is being deposited in the Tender Box. The tender with a size exceeding 0.1m² and a thickness of more than 30cm should be separated into smaller parcels, each parcel to be properly labelled.</p> <p>(d) For tender submission in electronic format, the tender opening team will make copies of the required documents on behalf of the tenderer who has failed to submit the required duplicate in electronic format. The tenderer may be asked to bear the cost of making the duplicate at a charge of [#\$54] per electronic file and a material charge of [#\$1.1] per CD-ROM and [#\$1.3] per 4.7GB DVD+/-R, or such amount as advised by the *Secretary for Financial Services and the Treasury / *Chairman of the Public Works Tender Board periodically will be levied for each duplicate so made.</p> <p>(3) Please allow adequate time for the tender to be delivered to the *Government Secretariat Tender Box / *Public Works Tender Box. The Tender Box is closed on the tender closing date, which will be a Friday, as soon as the 12:00 noon time signal is broadcast by a local radio channel and the staff of the *Central Tender Board / *Public Works Tender Board are under strict instruction not to accept the tender that is delivered after the closing time. However, if</p>	

Notes to Tenderers

Clause	Remarks/Guidelines
<p>tropical cyclone signal No. 8 or above is hoisted, or a black rainstorm warning signal or “extreme conditions after super typhoons” announced by the Government is/are in force at any time between 9 a.m. and 12 noon on the tender closing date, the tender closing time will be extended to 12 noon on the first working day after the tropical cyclone signal No. 8 is lowered, or the black rainstorm warning signal or the “extreme conditions after super typhoons” announced by the Government has/have ceased to be in force. In case of blockage of the public access to the location of the *Government Secretariat Tender Box / *Public Works Tender Box at any time between 9 a.m. and 12 noon on the tender closing date, the Government will announce extension of the tender closing date and time to a date and time to be specified in a further notice. Following removal of the blockage, the Government will announce the extended tender closing time as soon as practicable. The announcements concerning “extreme conditions after super typhoons” and blockage will be made via press releases on the website of Information Services Department (http://www.info.gov.hk/gia/general/today.htm). In order to ensure that the tender is deposited in the Tender Box well before the closing time, the tenderer should as far as possible arrange for the tender to be deposited before the closing date.</p> <p>(4) The tenderer may rest assured that no person is allowed access to the tender that has been deposited in the *Government Secretariat Tender Box / *Public Works Tender Box until after the closing time when they will be removed by authorized personnel.</p>	

Notes to Tenderers

Clause	Remarks/Guidelines
NTT A6 Electronic submission	
<p>(1) Tenderers may submit tenders in traditional hard copy format or partly in electronic format in accordance with Clause GCT 4 of the General Conditions of Tender. All tenders, whether in hard copy format or partly in electronic format, will be evaluated on an equal basis.</p> <p>(2) When submitting tenders in electronic format, tenderers are reminded to digitally sign their tenders in electronic format, which shall comply with the requirements set out in Appendix [#]& to General Conditions of Tender.</p>	<p>Advice to tenderers about electronic submission of tender returns in removable media.</p> <p>Note:</p> <p># Please insert appropriate reference.</p> <p>& The requirements have been set out in Appendix 4 of ETWB TCW No. 11/2005.</p>

Notes to Tenderers

Clause	Remarks/Guidelines
NTT A7 Changes in status of qualifications	
Tenderers should inform Government in their tender submission of any factor which might affect their status of qualifications. Government reserves the right to review the tenderers' qualified status in the light of any new information relevant to their qualification.	Advice to tenderers to inform Government of any factor which might affect the tenderer's qualified status (See SPR 330).

Notes to Tenderers

Clause	Remarks/Guidelines
NTT A8 Regulating actions on inappropriate conducts	
<p>Where the tenderer (i) is involved in any of the inappropriate conducts as described in paragraph [5.13.1[#]] of the Contractor Management Handbook and which gives rise to reasonable suspicions as to his capability or integrity or (ii) fails or refuses to implement an accepted tender, regulating action may be taken against the tenderer in accordance with the terms of the Contractor Management Handbook.</p>	<p>DEVB memo ref. DEVB(W) 546/70/02 dated 10.2.2021</p> <p>Advice to tenderers about regulating actions for withdrawal of tenders within the Tender Validity Period, or failure or refusal to implement an accepted tender.</p> <p>[#] Please check and update the paragraph number with reference to the prevailing version of the Contractor Management Handbook.</p>

Notes to Tenderers

Clause	Remarks/Guidelines
NTT A9 Regulating action (serious incident or conviction for site safety or environmental offences)	
<p>Tenderers' attention is drawn to Clause [SCT 12][#] of the Special Condition of Tender requiring a statement of “no conviction” or a statement of all convictions under the Factories and Industrial Undertakings Ordinance (Cap 59), the Occupational Safety and Health Ordinance (Cap 509), the Shipping and Port Control Ordinance (Cap 313), the Merchant Shipping (Local Vessels) Ordinance (Cap. 548), the Air Pollution Control Ordinance (Cap 311), the Noise Control Ordinance (Cap 400), the Waste Disposal Ordinance (Cap 354), the Water Pollution Control Ordinance (Cap 358), the Dumping at Sea Ordinance (Cap 466), the Ozone Layer Protection Ordinance (Cap. 403), the Land (Miscellaneous Provisions) Ordinance (Cap. 28), the Environmental Impact Assessment Ordinance (Cap. 499), and the Hazardous Chemicals Control Ordinance (Cap. 595). The statement needed take no special form.</p>	<p>This Clause is only applicable if Marking Scheme Approach is used.</p> <p>Ref: DEVB TCW No. 5/2023</p> <p>[#] Modify as appropriate.</p>

Notes to Tenderers

Clause	Remarks/Guidelines
NTT A10 Anti-collusion	
Tenderers' attention is drawn to the anti-collusion provisions in Clause GCT 26 of the General Conditions of Tender.	Please refer to DEVB memo ref. (02B6J-01-6) in DEVB(W) 510/10/01 dated 24.3.2011

Notes to Tenderers

Clause	Remarks/Guidelines
NTT A11 Formula Approach <i>[optional clause]</i>	
<p>(1) Tenders will be evaluated in accordance with the formula approach at Appendix <i>[insert appropriate reference]</i>[#] to these Notes to Tenderers. Tenderers should note DEVB TC(W) No. 4/2014 and 4/2014A which set out the use of the Formula Approach for tender evaluation. Tenderers shall note that the Government is not bound to accept the tender with the highest overall score or any tender and may cancel the tender exercise on public interest ground. In considering the acceptance of a tender, the Government will take account of all relevant circumstances including the following :-</p> <ul style="list-style-type: none"> (i) The overall score; (ii) The effect of incident of payments by discounting future payments to obtain the present values and use the present values to substitute the tender prices in determining the ranking of the tenders, if the tender prices/overall scores are very close; (iii)The effect of exceptionally high or low priced items; (iv)The tenderer’s capability (financially, commercially and technically) in undertaking the Contract. For the avoidance of doubt, matters such as bankruptcy, false declaration, lack of integrity, acts of dishonesty, the latest available information and reports reflecting serious shortfall in performance and the latest available information and reports relating to serious site safety or environmental incidents may be taken into account in determining whether a tenderer is fully capable of undertaking the Contract <i>[**. For tenders submitted by EMSTF, the</i> 	<p>To be used for tender evaluation using Formula Approach.</p> <p>Please refer to DEVB TCW No. 4/2014 and 4/2014A. See also SDEV memos ref. DEVB(W) 546/84/01 dated 9.7.2021, DEVB(W) 510/30/01 dated 31.8.2022, DEVB(W) 546/84/01 dated 18.8.2023 and DEVB(W) 546/84/01 dated 10.11.2023.</p> <p><i>** for use in tenders which EMSTF is eligible to bid</i></p> <p><i># Please insert appropriate reference.</i></p>

Notes to Tenderers

Clause	Remarks/Guidelines
<p>letters of “non-compliance” issued by the relevant regulatory authorities shall also be treated as conviction records];</p> <p>(v) The effect of erratic pricing determined in accordance with Clause GCT 14 of the General Conditions of Tender; and</p> <p>(vi)The interest of national security.</p> <p>[Set out the details of the Stage I Screening and all the minimum requirements where applicable and the consequences of failing Stage I Screening.]</p>	
<p>Appendix [X]</p> <p style="text-align: center;">The Formula Approach to Tender Evaluation</p> <p>(1) The Formula Approach to tender evaluation takes into account the tender price and the tenderer’s past performance under public works contracts. With respect to each conforming tender, a combined price and performance (overall) score will be worked out in accordance with the formula below. Normally, the tender with the highest overall score should be recommended for acceptance, subject to the usual requirement that the procuring department is satisfied that the recommended tenderer is fully capable (including technically, commercially and financially) of undertaking this contract, and that the recommended tender is the most advantageous to the Government in accordance with the tender provisions.</p> $60 \times \frac{\text{the lowest tender price among those conforming tenders}}{\text{the tender price of the tenderer}}$	

Notes to Tenderers

Clause	Remarks/Guidelines		
<p style="text-align: center;"> $+ 40 \times \frac{\text{the tenderer's performance score}}{\text{the highest performance score among those conforming tenders}}$ </p> <p>Tender price is subject to correction rules as stipulated in Clause <i>[insert appropriate reference]</i> of the General Conditions of Tender.</p> <p>Conforming Tender</p> <p>(2) For the purpose of calculation using the formula above, a conforming tender means a tender which</p> <p>(a) conforms to the essential requirements of the tender documentation; <i>*and</i></p> <p>(b) is submitted by a tenderer which complies with the conditions of participation[*]. / <i>*; and</i></p> <p><i>*(c) has passed the Stage I Screening where applicable.</i></p> <p>A conforming tender with abnormally low or high tender price or which is considered unsuitable for recommendation for the award of this contract (such as financially, commercially or technically incompetent) remains to be a conforming tender.</p> <p>Performance Score</p> <p>(3) The “performance score” in the above formula will be worked out in accordance with the formulae below.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr> <td style="width: 50%; padding: 5px;">For cases where “training rating” is</td> <td style="width: 50%; padding: 5px;">Performance score = “performance rating” +</td> </tr> </table>	For cases where “training rating” is	Performance score = “performance rating” +	<p style="color: blue; font-style: italic;">* Delete where appropriate.</p>
For cases where “training rating” is	Performance score = “performance rating” +		

Notes to Tenderers

Clause		Remarks/Guidelines
not applicable	“safety rating” + merit/demerit point for safety	
For cases where “training rating” is applicable	Performance score = “performance rating” + “safety rating” + “training rating” + merit/demerit point for safety	
<p>(4) In case “training rating” is applicable, the full mark of the “performance score” will be increased from 111 (i.e. 100 for “performance rating”, 10 for “safety rating” and 1 for merit/demerit point for safety) to 112 or 113 (with an addition of 1 or 2 mark for “training rating”).</p> <p><u>(A) Performance rating</u></p> <p>(5) The “performance rating” means the performance rating held in the DEVB’s Contractors’ Performance Index System (CMIS) on the original date set for the return of tenders or, if this has been extended, the extended date. The maximum rating in the CMIS is 100.</p> <p>(6) If a tenderer has been enlisted by way of substitution, the performance rating of this tenderer as recorded in the CMIS will take into account the past performance of the previous contractor.</p> <p>(7) If a tenderer does not have a rating on the particular date, he shall be assigned an average performance rating based on the performance ratings of the other tenderers who have submitted a conforming tender. In cases where the only conforming tenderer</p>		

Notes to Tenderers

Clause	Remarks/Guidelines
<p>does not / all the conforming tenderers do not have any performance rating on the particular date, the tenderer(s) concerned will be given a performance rating of 50% of the maximum rating.</p> <p>Joint venture</p> <p>(8) The “performance rating” of a joint venture tenderer shall be evaluated as the higher of either –</p> <p>(i) the weighted average of the performance ratings of the participants or shareholders in the joint venture in accordance with their percentage participation; or</p> <p>(ii) the performance rating attained by the lead participant or major shareholder in the joint venture provided that the lead participant or major shareholder has a percentage participation of at least 70%; and that-</p> <p>(I) all the other participants or shareholders are in the same Category as the lead participant or major shareholder and on the confirmed or probationary status of the same Group as the lead participant or major shareholder (where the lead participant or major shareholder is a confirmed contractor); or</p> <p>(II) all the other participants or shareholders are in the same Category as the lead participant or major shareholder and on probationary status of the same Group or on confirmed status of a Group lower than that of lead participant or major shareholder (where the lead participant or major shareholder is a probationary</p>	

Notes to Tenderers

Clause	Remarks/Guidelines
<p style="text-align: center;">contractor).</p> <p>Where contractors not on the List of Approved Contractors for Public Works or contractors of more than one Category are invited to tender, only the method in (i) above is applicable in evaluation of performance rating of a joint venture tenderer.</p> <p>(9) For the purpose of evaluation using the method in paragraph 8(i) above, if a participant/shareholder in a joint venture has no performance rating, it will not be given any performance rating and its percentage participation shall be excluded from the calculation of the performance rating of the joint venture tenderer under paragraph 8(i). For example, if joint venture tenderer A is composed of 3 participants X, Y and Z with 30%, 30% and 40% shares respectively. If participant X has a performance rating of 60, participant Y has a performance rating of 50 and participant Z has no performance rating, the performance rating for the joint venture tenderer A shall be $(60 \times 0.3 + 50 \times 0.3)/(0.3 + 0.3) = 55$. If none of the participants/shareholders in this joint venture has any performance rating, the performance rating of this joint venture tenderer shall be calculated in accordance with paragraph 7 above by considering this joint venture tenderer being a tenderer as described in that paragraph.</p> <p><u>(B) Safety rating</u></p> <p><i>Calculation of safety rating</i></p> <p>(10) The “safety rating” is worked out from the past accident rates under public works contracts as per the accident and records of man-hours worked kept in</p>	

Notes to Tenderers

Clause	Remarks/Guidelines																																																																																																																																											
<p>DEVB's PWP Construction Site Safety & Environmental Statistics (PCSES) for three 12-month periods fixed by reference to the original date set for the close of tender or, if this has been extended, the extended date, according to paragraphs 11 to 16 below.</p> <p>(11) The three 12-month periods shall end on the last day of the calendar month immediately preceding the dates being 2 months (1st 12-month period), 14 months (2nd 12-month period) and 26 months (3rd 12-month period) respectively counting back from but excluding the original date set for the close of tender or, if this has been extended, the extended date. A table showing the three 12-month periods and measuring dates for tender closing dates is given below for illustration purpose.</p> <p style="font-size: small;">Example to illustrate the three 12-month periods and measuring dates for tender closing dates</p> <table border="1" style="width: 100%; border-collapse: collapse; font-size: x-small;"> <thead> <tr> <th rowspan="3" style="font-size: x-small;">The original date set for the close of tender, or if this has been extended, the extended date being a date falling within the following period</th> <th colspan="3" style="font-size: x-small;">First 12- Month Period</th> <th colspan="3" style="font-size: x-small;">Second 12- Month Period</th> <th colspan="3" style="font-size: x-small;">Third 12- Month Period</th> </tr> <tr> <th rowspan="2" style="font-size: x-small;">From</th> <th rowspan="2" style="font-size: x-small;">To</th> <th rowspan="2" style="font-size: x-small;">Measuring Date</th> <th rowspan="2" style="font-size: 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<p>(12) The following formula shall be used for calculating the accident rates for the concerned 12-month periods: -</p> $ \text{Accident Rate} = \frac{(\text{No. of non-fatal reportable accidents}^{\text{Note 1}} \text{ in the period}) + (\text{No. of fatal accidents in the period})}{\text{Total no. of man-hours worked in the period}/100,000 \text{ man-hours}} $																																																																																																																																												

Notes to Tenderers

Clause	Remarks/Guidelines																											
<p>Note 1 Reportable accidents mean those accidents resulting in an injury with incapacity for more than three days and all fatal accidents.</p> <p>(13) For “safety rating”, the maximum total is 10 for the total of the three 12-month periods. The first, second and third 12-month periods have a maximum rating of 5, 3 and 2 respectively. Each tenderer’s safety rating is worked out by reference to the table below and shall be the sum of the three ratings corresponding to the three 12-month periods.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th rowspan="2" style="text-align: left;">Tenderer’s Accident Rate[@]</th> <th colspan="3" style="text-align: center;">Rating</th> </tr> <tr> <th style="text-align: center;">1st 12-month</th> <th style="text-align: center;">2nd 12-month</th> <th style="text-align: center;">3rd 12-month</th> </tr> </thead> <tbody> <tr> <td style="text-align: left;">accident rate ≤ 25% of the limit #</td> <td style="text-align: center;">5</td> <td style="text-align: center;">3</td> <td style="text-align: center;">2</td> </tr> <tr> <td style="text-align: left;">25% of the limit < accident rate ≤ 50% of the limit</td> <td style="text-align: center;">3.75</td> <td style="text-align: center;">2.25</td> <td style="text-align: center;">1.5</td> </tr> <tr> <td style="text-align: left;">50% of the limit < accident rate ≤ 75% of the limit</td> <td style="text-align: center;">2.5</td> <td style="text-align: center;">1.5</td> <td style="text-align: center;">1</td> </tr> <tr> <td style="text-align: left;">75% of the limit < accident rate ≤ 100% of the limit</td> <td style="text-align: center;">1.25</td> <td style="text-align: center;">0.75</td> <td style="text-align: center;">0.5</td> </tr> <tr> <td style="text-align: left;">accident rate > 100% of the limit</td> <td style="text-align: center;">0</td> <td style="text-align: center;">0</td> <td style="text-align: center;">0</td> </tr> </tbody> </table> <p>[@] The unit of accident rate is number of accident per 100,000 man-hours worked.</p> <p>[#] The limit of accident rate currently set by DEVB is 0.6.</p> <p>(14) If a tenderer does not have an accident rate for</p>	Tenderer’s Accident Rate [@]	Rating			1 st 12-month	2 nd 12-month	3 rd 12-month	accident rate ≤ 25% of the limit #	5	3	2	25% of the limit < accident rate ≤ 50% of the limit	3.75	2.25	1.5	50% of the limit < accident rate ≤ 75% of the limit	2.5	1.5	1	75% of the limit < accident rate ≤ 100% of the limit	1.25	0.75	0.5	accident rate > 100% of the limit	0	0	0	
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Notes to Tenderers

Clause	Remarks/Guidelines
<p>a particular 12-month period (on the ground of no man-hour worked for that period), the accident rate to be used for that period shall be the average of accident rates for the other two periods. If a tenderer has an accident rate for one of the three 12-month periods only, that accident rate shall be used for calculating the safety rating for the other two 12-month periods.</p> <p>(15) For a tenderer without any accident rate for the past three 12-month periods, his safety rating shall be the average safety rating attained by the other tenderers with a safety rating who have submitted a conforming tender.</p> <p>(16) In cases where the only conforming tenderer does not/all the conforming tenderers do not have any accident rate for the past three 12-month periods, the tenderer(s) concerned will be given a safety rating of 50% of the maximum rating.</p> <p><i>Joint venture</i></p> <p>(17) The safety rating of a joint venture tenderer shall be the weighted average (in accordance with their percentage participation) of the safety ratings of the individual participants or shareholders which shall each be calculated in accordance with paragraphs 11 to 14 above.</p> <p>(18) If a participant/shareholder in a joint venture does not have an accident rate for the past three 12-month periods, it will not be given any safety rating and its percentage participation shall be excluded from the calculation of the safety rating of the joint venture</p>	

Notes to Tenderers

Clause	Remarks/Guidelines
<p>tenderer under paragraph 17.</p> <p>(19) If none of the participants/shareholders in a joint venture has any accident rate for the past three 12-month periods, the safety rating of this joint venture tenderer shall be calculated in accordance with paragraphs 15 - 16 above by considering this joint venture tenderer being a tenderer as described in those paragraphs.</p> <p>(20) In calculating the accident rates of each participant/shareholder of a past/existing joint venture contract, the accident rates of the whole joint venture contract shall be used and attributed to the participant/shareholder irrespective of his share of the work in the past/existing joint venture contract.</p> <p><i>Accident rates for tenders with or without involvement of Contractors of the Buildings Category</i></p> <p>(21) For tenders invited from contractors of the Buildings category, the accident rates for completed and on-going contracts in the Buildings category only will be used in the calculation of the accident rates, hence the safety ratings for the assessment of tenders. For tenders invited from contractors from any category/categories other than the Buildings category, the accident rates for completed and on-going contracts in non-Buildings categories (i.e. all other categories) will be used. For tenders invited from contractors in more than one category including the Buildings category, the accident rates for all completed and on-going contracts in all categories will be used.</p>	<p>For open tendering, departments should decide whether the accidents rates for all completed and on-going contracts in Buildings category, non-Buildings categories or all categories will be used.</p>

Notes to Tenderers

Clause	Remarks/Guidelines				
<p><u>(C) Training rating**</u></p> <p>(22) The full mark for training rating shall be [X]^{##}.</p> <p>(23) The “training rating” of a tenderer is worked out based on its past records of training workers to skilled/semi-skilled levels in public works contracts via joining the collaborative training schemes (including Contractor Collaborative Training Scheme (CCTS), Intermediate Tradesman Collaborative Training Scheme (ITCTS) (formerly called Construction Tradesman Collaborative Training Scheme (CTS)), Advanced Construction Manpower Training Scheme (ACMTS) and Construction Industry Council Approved Technical Talents Training Programme (CICATP) administered by the Construction Industry Council (CIC) in the stated period, and its manpower deployment in public works contracts in the same period.</p> <p>(24) The “training rating” shall be calculated using the below formula –</p> $\text{Training rating (Max = full mark)} = \text{full mark} \times \frac{\text{Training score in the stated period}}{\text{Total “man-year” worked in the stated period} / 20}$	<p>** The “training rating” shall be incorporated in the Formula Approach as well as the Standard Marking Scheme for evaluating tenders invited from Group C contractors. In the case of open tendering, or where tenders are invited from contractors other than Group C contractors enlisted in any category of the List of Approved Contractors for Public Works, the “training rating” shall also be incorporated in the Formula Approach and the Standard Marking Scheme for evaluating tenders if the department has assessed that not less than 80% of potential tenderers would be Group C contractors enlisted in any category of the List of Approved Contractors for Public Works so that the past performance assessment criterion in connection with the provision of on-the-job training to workers could be meaningfully adopted and put to use.</p> <p>[X]^{##}, i.e the full mark, shall be determined as follows:-</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 50%; text-align: center;">Estimated contract sum</th> <th style="width: 50%; text-align: center;">Value of X</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">> \$1 billion</td> <td style="text-align: center;">1</td> </tr> </tbody> </table>	Estimated contract sum	Value of X	> \$1 billion	1
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<p>(25) For a tenderer who (i) does not have any total “man-year” worked in the stated period; or (ii) has total “man-year” worked below 20 and a training score of “0” in the stated period; or (iii) is not a Group C contractor ^{Note 2} in the stated period, its training rating shall be the average training rating attained by other tenderers with a training rating who have submitted a conforming tender.</p> <p><small>Note 2</small> In the context of training rating, a Group C contractor means a Group C contractor enlisted in any category of the List of Approved Contractors for Public Works.</p> <p>(26) In cases where the only conforming tenderer/each of all the conforming tenderers (i) does not have any total “man-year” worked in the stated period; or (ii) has total “man-year” worked below 20 and a training score of “0” in the stated period; or (iii) is not a Group C contractor in the stated period, the tenderer(s) concerned will be given a training rating of 50% of the full mark.</p> <p><i>Training score</i></p> <p>(27) The training score of a tenderer should be worked out using the number of workers trained as detailed below –</p> <p style="margin-left: 40px;">(i) 1 training score for each of his CCTS or ITCTS trainees in public works contracts who: (a) is registered as the registered semi-skilled worker of the trained trade under</p>	<table border="1" style="width: 100%; border-collapse: collapse; margin-bottom: 10px;"> <tr> <td style="width: 50%; text-align: center; padding: 5px;">≤ \$1 billion</td> <td style="width: 50%; text-align: center; padding: 5px;">2</td> </tr> </table>	≤ \$1 billion	2
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Notes to Tenderers

Clause	Remarks/Guidelines
<p>the Construction Workers Registration Ordinance (Cap. 583) (CWRO); or (b) has passed the end-of-training assessment under CCTS or ITCTS if such trade has no corresponding trade division under CWRO, or if CWRO does not allow registration of registered semi-skilled worker for the corresponding trade division, during the stated period;</p> <p>(ii) 2 training scores for each of his ACMTS or CICATP trainees in public works contracts who has passed CIC's mid-term assessment of ACMTS or CICATP for the trained trade during the stated period;</p> <p>(iii) 2 training scores for each of his ACMTS or CICATP trainees in public works contracts who is registered as the registered skilled worker of the trained trade under CWRO during the stated period; and</p> <p>(iv) 0 training score if none of the above applies.</p> <p>(28) To cope with the characteristics of the construction industry that most of the skilled workers are employed by sub-contractors, CCTS, ITCTS, ACMTS or CICATP trainees employed and trained by sub-contractors in a public works contract will be counted as the trainees under the main contractor for the purpose of calculating the training rating. A trainee will be counted as receiving training under a public works contract so long as such contract is stated, in the trainee's application form for joining the collaborative training schemes, as the public works contract under which the trainee will mainly receive training. Such information will be duly reflected in</p>	

Notes to Tenderers

Clause	Remarks/Guidelines
<p>CIC's Collaborative Training Schemes Statistics System (CTSSS).</p> <p>(29) The tenderers' training records under CCTS, ITCTS, ACMTS and CICATP to be used for calculating "training rating" are kept in CIC's CTSSS accessible via CIC's website at http://www.cic.hk/ctsss. The training score of a tenderer should be worked out based on paragraph 27 above, using the number of workers trained by the tenderer as recorded in the CTSSS.</p> <p><i>Total "man-year" worked</i></p> <p>(30) The total "man-year" worked of a tenderer shall be equal to the total "man-day" worked for all public works contracts of the tenderer in the stated period kept in the PCSES, divided by 295 work days per year.</p> <p><i>Stated period</i></p> <p>(31) The stated period shall be 36 months ending on the last day of the calendar month immediately preceding the dates being 2 months counting back from but excluding the original date set for the close of tender, or if this has been extended, the extended date.</p> <p>(32) For tenderer who is not a Group C contractor of any category immediately preceding the start date of the stated period, the stated period for such tenderer shall start on the first date of the calendar month immediately following the earliest date on which the tenderer becomes a Group C contractor. An example is</p>	

Notes to Tenderers

Clause	Remarks/Guidelines																															
<p>provided below for illustration purpose.</p> <div style="text-align: center; margin: 10px 0;"> </div> <p>(33) The following examples are provided to illustrate the calculation of training rating.</p> <table border="1" style="margin: 10px auto; border-collapse: collapse; text-align: center;"> <thead> <tr> <th></th> <th>(A)</th> <th>(B)</th> <th>(C)</th> </tr> <tr> <th></th> <th>Total "man-year" worked in the stated period</th> <th>Training score in the stated period</th> <th>Training rating (see Note 2) = Full Mark (FM) x $\frac{(B)}{(A)/20}$</th> </tr> </thead> <tbody> <tr> <td>Example 1</td> <td>40</td> <td>1</td> <td>= FM x 1/(40/20)</td> </tr> <tr> <td>Example 2</td> <td>40</td> <td>2</td> <td>= FM x 2/(40/20)</td> </tr> <tr> <td>Example 3 (see Note 1)</td> <td>453</td> <td>11</td> <td>= FM x 11/(453/20)</td> </tr> <tr> <td>Example 4</td> <td>0</td> <td>N/A</td> <td rowspan="2">= average of other conforming tenderers with a training rating</td> </tr> <tr> <td>Example 5</td> <td>15 (i.e. <20)</td> <td>0</td> </tr> <tr> <td>Example 6</td> <td>5</td> <td>1</td> <td>= FM x 1/(5/20) = 4 FM but capped by FM</td> </tr> </tbody> </table> <p><u>Note:</u></p> <ol style="list-style-type: none"> 1. Example 3 illustrates the average situation of active Group C contractors in 2016. 2. In case $\frac{(B)}{(A)/20}$ is larger than 1, it shall be taken as 1 only, i.e. the "training rating" shall be capped by the Full Mark. Similarly, for the case of joint venture tenderers, the "training rating" shall be capped by the Full Mark for each participant or shareholder before calculating the weighted average. <p>Joint venture</p> <p>(34) For joint venture tenderers -</p> <ol style="list-style-type: none"> (i) A "specified participant/shareholder" in a joint venture means a participant/shareholder who - <ol style="list-style-type: none"> (a) does not have any total "man-year" worked in the stated period; (b) has total "man-year" worked below 20 and a training score of "0" in the stated period; or (c) is not a Group C contractor in the stated period. 		(A)	(B)	(C)		Total "man-year" worked in the stated period	Training score in the stated period	Training rating (see Note 2) = Full Mark (FM) x $\frac{(B)}{(A)/20}$	Example 1	40	1	= FM x 1/(40/20)	Example 2	40	2	= FM x 2/(40/20)	Example 3 (see Note 1)	453	11	= FM x 11/(453/20)	Example 4	0	N/A	= average of other conforming tenderers with a training rating	Example 5	15 (i.e. <20)	0	Example 6	5	1	= FM x 1/(5/20) = 4 FM but capped by FM	
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Example 2	40	2	= FM x 2/(40/20)																													
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Example 4	0	N/A	= average of other conforming tenderers with a training rating																													
Example 5	15 (i.e. <20)	0																														
Example 6	5	1	= FM x 1/(5/20) = 4 FM but capped by FM																													

Notes to Tenderers

Clause	Remarks/Guidelines																																				
<p>(ii) Subject to paragraphs (iii) and (iv) below, the training rating of a joint venture tenderer shall be the weighted average (in accordance with their percentage participation) of the training ratings of its participants or shareholders which shall each be calculated in accordance with paragraphs 23 to 33 (excluding 25 & 26) above.</p> <p>(iii) If a participant(s)/shareholder(s) in a joint venture is a specified participant/shareholder, it will not be given any training rating and its percentage participation shall be excluded from the calculation of the training rating of the joint venture tenderer under paragraph (ii) above.</p> <p>(iv) If all the participants/shareholders in a joint venture are specified participants/shareholders, the training rating of this joint venture tender shall be calculated in accordance with paragraphs 25-26 above by considering this joint venture tenderer being a tenderer as described in those paragraphs.</p> <p>(35) The following table illustrates the calculation of the training rating for joint venture tenderer.</p>	<table border="1" style="width: 100%; border-collapse: collapse; margin-bottom: 10px;"> <thead> <tr> <th colspan="5" style="text-align: center;">Status of JV participant / shareholder (see Note)</th> <th style="text-align: center;">Training rating of ABCDE joint venture</th> </tr> <tr> <th style="text-align: center;">A</th> <th style="text-align: center;">B</th> <th style="text-align: center;">C</th> <th style="text-align: center;">D</th> <th style="text-align: center;">E</th> <th></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">NS</td> <td style="text-align: center;">NS</td> <td style="text-align: center;">NS</td> <td style="text-align: center;">NS</td> <td style="text-align: center;">NS</td> <td style="text-align: center;">Weighted average of all participants / shareholders</td> </tr> <tr> <td style="text-align: center;">NS</td> <td style="text-align: center;">NS</td> <td style="text-align: center;">NS</td> <td style="text-align: center;">S</td> <td style="text-align: center;">S</td> <td style="text-align: center;">Weighted average of A, B and C</td> </tr> <tr> <td style="text-align: center;">NS</td> <td style="text-align: center;">S</td> <td style="text-align: center;">S</td> <td style="text-align: center;">S</td> <td style="text-align: center;">S</td> <td style="text-align: center;">Training rating of A</td> </tr> <tr> <td style="text-align: center;">S</td> <td style="text-align: center;">S</td> <td style="text-align: center;">S</td> <td style="text-align: center;">S</td> <td style="text-align: center;">S</td> <td style="text-align: center;">Average training ratings attained by other conforming tenderers with a <u>training rating</u></td> </tr> </tbody> </table> <p>Note: S – A specified participant/shareholder NS – Not a specified participant/shareholder</p>	Status of JV participant / shareholder (see Note)					Training rating of ABCDE joint venture	A	B	C	D	E		NS	NS	NS	NS	NS	Weighted average of all participants / shareholders	NS	NS	NS	S	S	Weighted average of A, B and C	NS	S	S	S	S	Training rating of A	S	S	S	S	S	Average training ratings attained by other conforming tenderers with a <u>training rating</u>
Status of JV participant / shareholder (see Note)					Training rating of ABCDE joint venture																																
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NS	S	S	S	S	Training rating of A																																
S	S	S	S	S	Average training ratings attained by other conforming tenderers with a <u>training rating</u>																																
<p>(36) In calculating the training rating of each participant/shareholder of a past/existing joint venture contract, the training rating of the whole joint venture</p>																																					

Notes to Tenderers

Clause	Remarks/Guidelines
<p>contract shall be used and attributed to the participant/shareholder irrespective of his share of the work in the past/existing joint venture contract.</p> <p>Merit / Demerit Point for Safety</p> <p>(37) The “merit/demerit point for safety” is dependent on (i) whether a tenderer has or may have caused or contributed (whether by act or omission) to any incident involving loss of life or incident involving serious bodily injury ^{Note 1} at a construction site ^{Note 2} in Hong Kong (hereinafter collectively referred to as “Serious Incident”) during the Relevant Period as defined in paragraph 39 below; and (ii) whether such tenderer held any on-going works contract during the Relevant Period.</p> <p style="margin-left: 40px;">Note 1 “Serious bodily injury” shall bear the same meaning as assigned to it under paragraph 10(g)(ii) of DEVB TC(W) No. 5/2023 dated 28 July 2023 or any subsequent update.</p> <p style="margin-left: 40px;">Note 2 “Construction site” shall bear the same meaning as defined in paragraph 10(a) of DEVB TC(W) No. 5/2023 dated 28 July 2023 or any subsequent update.</p> <p>(38) The merit/demerit point for safety applicable to a tenderer under different situations is as follows:</p>	

Notes to Tenderers

Clause				Remarks/Guidelines
Situation	The tenderer has or may have caused or contributed to a Serious Incident during the Relevant Period	The tenderer held an on-going works contract during the Relevant Period	Merit / Demerit Point for Safety (mark)	
I	No	Yes	+1	
II	No	No	Note 3	
III	Yes (not involving any loss of life)	Yes or No	-0.5	
IV	Yes (involving loss of life) [Note 4]	Yes or No	-1	
<p>Note 3 Merit / Demerit Point for Safety for a tenderer falling within Situation II shall be the average mark obtained by all conforming tenderer(s), excluding those who fall within Situation II.</p> <p>Provided that if the only conforming tenderer falls / all conforming tenderers fall within Situation II, +0.5 mark will be given to it/them. For the avoidance of doubt, a participant or shareholder of a joint venture tenderer is not regarded as a conforming tenderer.</p> <p>Note 4 For the avoidance of doubt, if a tenderer has or may have caused or contributed to a Serious Incident involving any loss of life, it will be considered as falling within Situation IV, regardless whether the tenderer has or have caused or contributed to any other Serious Incident not involving any loss of life.</p>				

Notes to Tenderers

Clause	Remarks/Guidelines
<p>(39) For the purpose of assessing the merit/demerit point for safety:</p> <p>(i) Relevant Period means the period between and inclusive of the two dates below:-</p> <p style="padding-left: 40px;">(a) the first day of the 14th calendar month immediately preceding the calendar month in which the original date set for close of tender is in or, if this has been extended, the extended date; and</p> <p style="padding-left: 40px;">(b) the last day of the 3rd calendar month immediately preceding the calendar month in which the original date set for close of tender is in or, if this has been extended, the extended date.</p> <p>(ii) A tenderer is regarded as having or may be having caused or contributed to a Serious Incident during the Relevant Period if:</p> <p style="padding-left: 40px;">(a) According to the information provided by Labour Department or other relevant government departments as described in paragraph 13 of DEVB TC(W) No. 5/2023 dated 28 July 2023 or any subsequent update, the tenderer was involved in a Serious Incident occurred during the Relevant Period; and</p> <p style="padding-left: 40px;">(b) On the basis of the aforesaid information, DEVB consider that the tenderer has or may have caused or contributed to the Serious Incident in any capacity</p>	<p style="text-align: right;">^ The procuring departments shall refer to the records kept in DEVB's Works Group Intranet Portal.</p>

Notes to Tenderers

Clause	Remarks/Guidelines
<p>whatsoever, including but not limited to main contractor and subcontractor at any tier^.</p> <p>(iii) A tenderer is regarded as holding an on-going works contract during the Relevant Period if:-</p> <p>(a) The tenderer is acting in the capacity of the main contractor or is a participant/shareholder of a joint venture acting in the capacity of a main contractor of a public or private works contract at any point of time during the Relevant Period;</p> <p>(b) The whole or part of the works under the said contract is to be or has been carried out in a construction site ^{See Note 2 above} in Hong Kong; and</p> <p>(c) The said contract has commenced on or before the last day of the Relevant Period and the works under the said contract as a whole (excluding Maintenance Period) have not been certified complete by the Engineer / Architect / Surveyor / Supervising Officer/ Authorised Person or other equivalent professionals before the Relevant Period commences or, in the case of term contract, the contract term has not yet expired before the Relevant Period commences.</p> <p>(40) A tenderer should provide sufficient</p>	

Notes to Tenderers

Clause	Remarks/Guidelines
<p>documentary evidence of any on-going works contract held by it (e.g. articles of agreement, recent correspondences issued by the Engineer / Architect / Surveyor / Supervising Officer / Authorised Person and the like for the contract). If a tenderer fails to demonstrate that it has one or more on-going works contract, its tender shall be assessed as if it held no on-going works contract during the Relevant Period.</p> <p>Joint venture</p> <p>(41) The merit/demerit point for safety for a joint venture tenderer shall, subject to paragraphs 42 and 43 below, be the weighted average (in accordance with their percentage participation) of the merit/demerit point for safety of its participants or shareholders which shall each be calculated in accordance with paragraphs 37 to 39 above.</p> <p>(42) If a participant/shareholder in a joint venture falls within Situation II in the table under paragraph 38, it will not be given any merit/demerit point for safety and its percentage participation shall be excluded from the calculation of the merit/demerit point for safety of the joint venture tenderer under paragraph 41.</p> <p>(43) If all participants/shareholders in a joint venture fall within Situation II in the table under paragraph 38, the merit/demerit point for safety of the joint venture tenderer shall be calculated as if it is a tenderer falling within Situation II in the said table.</p> <p>Obtain present value by discounting future</p>	

Notes to Tenderers

Clause	Remarks/Guidelines
<p>payments</p> <p>(44) For tenders with a tender price, if the tendered sums or the overall scores of the tenders under consideration with highest overall scores are very close (usually the three with the highest overall score), the procuring department should consider discounting future payments to obtain the present value and use the present value instead of the tender price in determining the ranking of the tenders. This calculation exercise should only apply to those conforming tenders with the highest overall scores (usually the top three).</p>	

Notes to Tenderers

Clause	Remarks/Guidelines
NTT A12 Marking Scheme Approach <i>[optional clause]</i>	
<p>(1) Tenderers should note that tenders will be evaluated in accordance with the Marking Scheme at Appendix <i>[insert appropriate reference]</i>[#] to these Notes to Tenderers. Tenderers should note DEVB TC(W) No. 4/2014 and 4/2014A which sets out the use of Marking Scheme Approach for tender evaluation. Tenderers shall note that Government is not bound to accept the tender with the highest overall score or any tender and may cancel the tender exercise on public interest ground. In considering the acceptance of a tender, the Government will take account of all relevant circumstances including the following :-</p> <ul style="list-style-type: none"> (i) The overall score; (ii) The effect of incident of payments by discounting future payments to obtain the present values and use the present values to substitute the tender prices in determining the ranking of the tenders, if the tender prices/overall scores are very close; (iii) The effect of exceptionally high or low priced items; (iv) The tenderer’s capability (financially, commercially and technically) in undertaking the Contract. For the avoidance of doubt, matters such as bankruptcy, false declaration, lack of integrity, acts of dishonesty, the latest available information and reports reflecting serious shortfall in performance and the latest available information and reports relating to serious site safety or environmental incidents may be taken into account in determining whether a tenderer is fully capable of undertaking the Contract 	<p>To be used for tender evaluation using Marking Scheme Approach.</p> <p>Please refer to DEVB TCW No. 4/2014 and 4/2014A. See also SDEV memos ref. DEVB(W) 546/84/01 dated 9.7.2021, DEVB(W) 510/30/01 dated 31.8.2022, DEVB(W) 546/84/01 dated 18.8.2023 and DEVB(W) 546/84/01 dated 10.11.2023.</p> <p><i>* Delete where appropriate.</i></p> <p><i>** For use in tenders which EMSTF is eligible to bid</i></p> <p><i># Please insert appropriate reference.</i></p>

Notes to Tenderers

Clause	Remarks/Guidelines
<p style="color: blue;">[**. For tenders submitted by EMSTF, the letters of “non-compliance” issued by the relevant regulatory authorities shall also be treated as conviction records]; *</p> <p>(v) *The effect of erratic pricing determined in accordance with Clause GCT 14 of the General Conditions of Tender; and</p> <p>(vi) The interest of national security.</p> <p>(2) Tenderers are required to make a technical submission in accordance with Clause GCT 4 of the General Conditions of Tender, which will be taken into account in the tender evaluation. The submissions on technical resources and technical proposals shall form part of the Contract. The tender price submitted in the Tender, subject to the correction(s) in accordance with Clause [GCT 11][#] of the General Conditions of Tender where appropriate, is deemed to be inclusive of the execution of the Works in accordance with the submissions on technical resources and technical proposals. Tenderers shall ensure that it is legally and physically possible to execute the Works in accordance with the submitted technical proposals. Should the Contractor for any reason be unable to adhere to the submissions on technical resources and technical proposals, any cost savings to the Contractor arising therefrom shall be determined by the *Engineer/ *Surveyor/ *Supervising Officer and deducted from the Contract Sum in accordance with Clause [54][#] of the Special Conditions of Contract. Tenderers’ attention is drawn to Clause [54][#] of the Special Conditions of Contract.</p> <p>(3) The respective weights for price and technical score are 60/40[@]. The overall score for each</p>	

Notes to Tenderers

Clause	Remarks/Guidelines
<p>conforming tender is determined according to the formula below. Normally, the tender with the highest overall score would be recommended for acceptance subject to the requirement that the procuring department is satisfied that the recommended tenderer is fully (including technically, commercially and financially) capable of undertaking this contract, and that the recommended tender is the most advantageous to the Government in accordance with the tender provisions.</p> $60^{\textcircled{a}} \times \frac{\text{the lowest tender price among those conforming tenders}}{\text{the tender price of the tenderer}}$ $+ 40^{\textcircled{a}} \times \frac{\text{the tenderer's technical score}}{\text{the highest technical score among those conforming tenders}}$ <p>Tender price is subject to correction rules as stipulated in Clause [insert appropriate reference] of the General Conditions of Tender.</p> <p>(4) For the purpose of calculation using the formula above, a conforming tender means a tender which</p> <p>(a) conforms to essential requirements of the tender documentation;</p> <p>(b) is submitted by a tenderer which complies with the conditions of participation;</p> <p>(c) has passed the Stage I Screening; and</p> <p>(d) in respect of his Technical Submission, has satisfied the passing marks requirements.</p> <p>A conforming tender with abnormally low or high</p>	<p>@ Price to Technical Weighting for Works Tender:-</p> <p><u>Option A</u> – “Price to Technical Weighting” at 50/50: For contracts with a high technical content that: (i) require contractors’ specialized input (e.g. design of certain critical parts of the works); and (ii) entail highly complex functional requirements, and/or require construction methodology involving specialized plant/equipment with special constrains (e.g. delivery programme, site/environmental constraints). Policy support from DEVB for the adoption of 50/50 weighting is required.</p> <p><u>Option B</u> – “Price to Technical Weighting” at 60/40: For other contracts.</p>

Notes to Tenderers

Clause	Remarks/Guidelines
<p>tender price or a conforming tender considered unsuitable for recommendation for the award of this contract (such as financially, commercially or technically incompetent) remains to be a conforming tender.</p> <p>(5) For tenders with a tender price, if the tendered sums or the overall scores of the top few tenders are very close (usually the three with the highest overall score), the procuring department should consider discounting future payments to obtain the present value and use the present value instead of the tender price in determining the ranking of the tenders. This calculation exercise should only apply to those conforming tenders with the highest overall scores (usually the top three).</p> <p>Appendix [X] MARKING SCHEME IN TENDER EVALUATION</p> <p><i>[Please disclose the full marking scheme including Stage I Screening where applicable. Disclose the weighting of each attribute in the technical evaluation, the marking standard, the assessment criteria and the formula in determining the overall score. The information provided should be similar to those shown in Appendix C1 in DEVB TC(W) No. 4/2014, as well as any additional qualification requirements on tenderers as part of the Stage I Screening and/or any criteria of assessment specific to the needs of the contract. The consequences of failing Stage I Screening should be clearly stated.]</i></p>	

Notes to Tenderers

Clause	Remarks/Guidelines
NTT A13 Evaluation method for use in tenders which EMSTF may be a potential bidder <i>[optional clause]</i>	
<p>(1) Tenderers shall note that Government is not bound to accept the tender with the lowest tender price/tender value* or any tender and may cancel the tender exercise on public interest ground. In considering the acceptance of a tender, Government will take account of all relevant circumstances including the following :-</p> <p>(i) The tender price/the tender value*;</p> <p>(ii) The effect of incident of payments by discounting future payments to obtain the present values and use the present values to substitute the tender prices in determining the ranking of the tenders, if the tender prices are very close (<i>only for tenders with a tender price</i>);</p> <p>(iii) The effect of exceptionally high or low priced items;</p> <p>(iv) The tenderer's capability (financially, commercially and technically) in undertaking the Contract. For the avoidance of doubt, matters such as bankruptcy, false declaration, lack of integrity, acts of dishonesty and frequency and seriousness of convictions relating to site safety and environmental incidents may be taken into account in determining whether a tenderer is fully capable of undertaking the Contract. For tenders submitted by EMSTF, the letters of "non-compliance" issued by the relevant regulatory authorities shall also be treated as conviction records; and</p> <p>(v) The effect of erratic pricing determined in accordance with Clause GCT 14 of the General Conditions of Tender.</p>	<p>For use in tenders which EMSTF may be a potential bidder.</p> <p>DEVB memo. ref. DEVB(W) 510/10/01 dated 2.5.2014.</p> <p><i>* delete as appropriate</i></p>

Notes to Tenderers

Clause	Remarks/Guidelines
NTT A14 Assessment of EMSTF offer <i>[optional clause]</i>	
<p>(1) Tenderers should note that tenders are invited from contractors/suppliers* in both the private and public sectors including department(s) of the Government of the Hong Kong Special Administrative Region whose operation of the services is managed and accounted for by trading funds established pursuant to the Trading Funds Ordinance, Cap. 430 (hereafter referred to as “the relevant trading fund department”).</p> <p>(2) All tenders will be evaluated on a fair basis. Every effort has been and will be made by the Government to ensure that the relevant trading fund department would not undertake both the role of consultant and contractor in this tendering exercise and where appropriate, independent consultant has been or will be engaged for the preparation of the tender documents, assessment of tenders and subsequent monitoring on the performance of the contractor/supplier*.</p> <p>(3) The Electrical and Mechanical Services Trading Fund (EMSTF) may submit a tender for this contract. A code of conduct for staff of the Electrical and Mechanical Services Department seconded to other department(s) is also in place for the staff to observe to avoid conflict of interest and is available for inspection by tenderers.</p>	<p>Advice to tenderers about assessment of EMSTF’s (Electrical and Mechanical Services Trading Fund) offer (see SPR Appendix III(E)2, FC 7/2014 & WBTC No. 25/2001). This is to be used if Trading Fund is invited to tender.</p> <p>* Delete as appropriate.</p>

Notes to Tenderers

Clause	Remarks/Guidelines								
NTT A15 Net present value analysis									
<p>(1) A programme for the purpose of conducting a net present value analysis in accordance with NTT [X][#] of these Notes to Tenderers is included in Appendix [X][#] of these Notes to Tenderers. This programme is for tender assessment use only and will not form part of the Contract.</p> <p>(2) The cashflow discount <i>*/rate/rates/</i> to be used for the aforesaid net present value analysis shall be <i>*/a% per annum/as follows :</i></p> <table style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;"><u>Calendar Year</u></th> <th style="text-align: center;"><u>Cashflow Discount Rate (per annum)</u></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;"><i>[Current year]</i></td> <td style="text-align: center;"><i>x%</i></td> </tr> <tr> <td style="text-align: center;"><i>[Next 4 years]</i></td> <td style="text-align: center;"><i>y%</i></td> </tr> <tr> <td style="text-align: center;"><i>[6th–10th year, if applicable]</i></td> <td style="text-align: center;"><i>z%</i></td> </tr> </tbody> </table> <p>(3) The cashflow discount <i>*/rate/rates/</i> provided herein <i>*/is/are/</i> for tender assessment only and will not form part of the Contract. The cashflow discount <i>*/rate/rates/</i> shall not be taken as the economic forecasts by the Government.</p> <p>(4) The Government makes no warranties, representations or statements (whether express or implied) of any kind whatsoever in relation to the programme and the cashflow discount <i>*/rate/rates/</i> provided herein or any part thereof, including any warranties, representations or statements in respect of the accuracy, completeness, appropriateness and/or sufficiency of the same.</p>	<u>Calendar Year</u>	<u>Cashflow Discount Rate (per annum)</u>	<i>[Current year]</i>	<i>x%</i>	<i>[Next 4 years]</i>	<i>y%</i>	<i>[6th–10th year, if applicable]</i>	<i>z%</i>	<p>This is to be included for tenders with a tender price in conjunction with NTT A11 (1)(ii) and NTT A12 (1)(ii).</p> <p>The programme should include some guidance notes on the allocation of preliminary costs and the contingencies throughout the contract period to be used in net present value (NPV) analysis.</p> <p>The cashflow discount rate/rates shall be based on the <u>real discount rate</u> (i.e. a%) for contracts with actual payment <u>subject to price fluctuation adjustment</u> or the <u>nominal discount rates</u> (i.e. x%, y% and z%) for contracts with actual payment <u>not subject to price fluctuation adjustment</u>, applicable on the first publication date of tender invitation or, where the tender invitation is not published⁺, the date of issuance of the tender invitation, as announced in Secretary for Financial Services and the Treasury's memo to the departmental STA around March each year.</p> <p>For cashflow expressed in constant price (i.e. actual payment subject to price fluctuation adjustment), the real discount rate (i.e. a%) shall be used.</p> <p>For cashflow expressed in money-of-the-day price (i.e. actual payment not subject to price fluctuation adjustment), nominal discount rates (i.e. x%, y% and z%) shall be used.</p>
<u>Calendar Year</u>	<u>Cashflow Discount Rate (per annum)</u>								
<i>[Current year]</i>	<i>x%</i>								
<i>[Next 4 years]</i>	<i>y%</i>								
<i>[6th–10th year, if applicable]</i>	<i>z%</i>								

Notes to Tenderers

Clause	Remarks/Guidelines
	<p data-bbox="887 367 1430 719">*[] – Project Offices should include the former for cashflow expressed in constant price and the latter for cashflow expressed in money-of-the-day price , and delete the one which is not applicable accordingly.</p> <p data-bbox="887 757 1430 882">+ The tender invitation is not published where prequalified tendering or single/restricted tendering is adopted.</p> <p data-bbox="887 916 1430 983">Ref: DEVB memo ref. DEVB(W) 545/17/01 dated 19.4.2010</p> <p data-bbox="887 1048 1278 1081"># Insert appropriate reference.</p>

Notes to Tenderers

Clause	Remarks/Guidelines
NTT A16 Destruction of documents	
<p>Documents of unsuccessful tenderers may be destroyed *three months¹/three years² after the date the contract has been awarded.</p>	<p>Advice to tenderers that documents of unsuccessful tenderers will be destroyed at certain time after the date of the contract has been awarded and the agreement signed. (See SPR 530)</p> <p>* Delete where appropriate</p> <p>¹ for tenders not covered by WTO GPA.</p> <p>² for tenders covered by WTO GPA. (See DEVB TCW No. 2/2014)</p> <p>Before destruction, project officers are required to check whether on-going disputes may require retention of these documents as evidence. Please consult LAD(W) if in doubt.</p>

Notes to Tenderers

Clause	Remarks/Guidelines
NTT A17 Bid challenge (WTO GPA) <i>[optional clause]</i>	
<p>(1) This tender is covered by the Agreement on Government Procurement of the World Trade Organization (WTO GPA) and the provisions of the WTO GPA will apply to this tender. Tenderers are requested to note that a Review Body on Bid Challenges (under WTO GPA) (“the Review Body”) has been set up by the Government to deal with challenges made against alleged breaches of the WTO GPA and the relevant procedures for handling bid challenges are set out in the Rules of Operation of the Review Body (“the Rules”), which are available for inspection at the Secretariat of the Review Body located at the Trade and Industry Department or which may be sent to the interested parties upon request. In the event that a tenderer believes that a breach of the WTO GPA had occurred, the tenderer may, within 10 working days after he/she knew or reasonably should have known the basis of the challenge, lodge a challenge to the Review Body on the alleged breaches of the WTO GPA. Nevertheless, the tenderer is encouraged to seek resolution of its complaint in consultation with the procuring department before lodging a complaint to the Review Body. In such instances, the procuring department shall accord impartial and timely consideration to any such complaint, in a manner that is not prejudicial to obtaining corrective measures through the Review Body.</p> <p>(2) Tenderers are also to note that the Review Body may receive and consider a late challenge but a challenge shall not be considered if it is filed later than 30 working days after the basis of the challenge is known or reasonably should have been known.</p>	<p>Advice to tenderers of the bid challenge system under the WTO GPA (see SPR Appendix III(E)1). Only needed for tenders governed by WTO GPA.</p>

Notes to Tenderers

Clause	Remarks/Guidelines
NTT A18 JV Proforma	
<p>Tenderers' attention is drawn to Clause [SCT 5(4)]# of the Special Conditions of Tender requiring the submission of the JV Proforma. Tenderer shall note the following in completing the JV Proforma:</p> <p>For <u>each</u> category of works set out in the JV Proforma, the tenderer shall fill in the proposed value of works to be undertaken by each participant / shareholder in the joint venture, and each proposed value of works shall be inserted as a figure in the unit of Hong Kong dollar, otherwise the tender shall be rendered invalid. Any other descriptions, such as “jointly”, “fully integrated” etc. are not acceptable.</p> <p>The tenderer shall not add any additional category of works to, or amend or delete any category of works in the list of categories set out in the JV Proforma.</p> <p>The tenderer shall ensure that there are no uncategorised works for the purpose of filling in the JV Proforma. The value of those parts of the Works that are not directly related to any category of works, e.g. preliminaries, personnel, insurance, safety etc. shall be distributed among the categories of works set out in the JV Proforma by the tenderer in such a way that the tender sum in the JV Proforma tallies with the “tender sum” inserted elsewhere in his tender e.g. the Grand Summary of Bills of Quantities, Form of Tender.</p> <p>The specific correction rules are set out in the JV Proforma.</p>	<p>Please refer to DEVB memo ref. (03487-01-1) in DEVB(W) 510/83/05 dated 31.12.2019.</p> <p>For GCC contracts, necessary amendments shall be made to the terminologies and references. In case of doubt, please consult LAD(W).</p> <p># Insert appropriate reference.</p>

Notes to Tenderers

Clause	Remarks/Guidelines
NTT A20 Eligibility to Tender and for the Award of Contracts Applicable to Confirmed Group [B]^{Note 1} Contractors	
Tenderers' attention is drawn to General Conditions of Tender Clause [31A] [#] on "Eligibility to Tender and for the Award of Contracts Applicable to Confirmed Group [B] ^{Note 1} Contractors".	DEVB memos ref. DEVB(W) 510/33/02 dated 31.8.2020 and 8.8.2022. [#] Insert appropriate reference

Note 1 Please insert the appropriate group as follows:

Contract	Group
Works contract (other than term contract) with pre-tender estimate more than the Group A tender limit but less than or equivalent to 110% of the Group A tender limit	Group A
Works contract (other than term contract) with pre-tender estimate more than the Group B tender limit but less than or equivalent to 110% of the Group B tender limit	Group B

Notes to Tenderers

Clause	Remarks/Guidelines
<p>NTT A22 Bonus for joint venture with listed contractor in lower group or with probationary status</p>	
<p>Tenderers shall note that the attribute “Bonus for joint venture with listed contractor in lower group or with probationary status” has been included under the attribute [(3)(c)][#] of Section [(3)][#] of Part [(A)][#] of the marking scheme at Appendix <i>[insert appropriate reference]</i> to the Notes to Tenderers.</p> <p>Tenderer’s attention is drawn to the associated submission requirement under Special Conditions of Tender Clause SCT [21][#].</p> <p>Tenderer’s attention is also drawn to Special Conditions of Tender Clauses SCT [5(1)][#] that each participant or shareholder in the joint venture shall be technically capable for that part of the <i>service</i> it undertakes. Tenderer’s attention is also drawn to Special Conditions of Tender Clauses SCT [5(5)][#] and SCT [5(6)][#] for circumstances under which a participant or shareholder in the joint venture will be considered as technically capable for that part of the <i>service</i> it undertakes.</p>	<p>DEVB’s memo ref. DEVB(W) 546/84/01 dated 18.8.2023.</p> <p>Applicable to tenders invited from Group C contractors of the List of Approved Contractors for Public Works only. Not applicable for open tendering or where tenders are invited from contractors other than Group C contractors enlisted in any category of the List of Approved Contractor for Public Works. Also not applicable for tenders invited from both Group B contractors and Group C contractors.</p> <p><i>[#]Insert appropriate reference</i></p>

Notes to Tenderers

Clause	Remarks/Guidelines
NTT B2 Constraints on *Engineer/Surveyor/Supervising Officer's power	
<p>(1) The tenderer's attention is drawn to the constraints on the *Engineer/ Surveyor/ Supervising Officer's powers set out in the Appendix to the Form of Tender.</p> <p>(2) In addition to the above constraints, the *Engineer/ Surveyor/ Supervising Officer is also required under the terms of his appointment by the Employer to:</p> <ul style="list-style-type: none"> i) refer the details of every variation to the Works, including the reasons for the variation and its estimated value, to the Employer for information as soon as the variation is ordered; ii) refer the details of the evaluation to the Employer for information as soon as the value of a variation to the Works has been determined; iii) report to the Employer all claims for additional payment made by the Contractor and, except for those solely in respect of agreement of rates, refer the principles underlying his assessment of each claim, to enable the Employer to provide his view of the matter before the *Engineer/ Surveyor/ Supervising Officer reaches a decision; and iv) report to the Employer all delays to the progress of the Works and, except for those delays solely in respect of inclement weather conditions or the hoisting of storm signals, refer his assessment of grant of extension of time for completion, if any, to enable the 	<p>Please refer to WBTC Nos. 19/2000, 20/2000 and 16/2002, ETWB TCW Nos. 56/2002A and 6/2004, and DEVB TCW No. 5/2007</p> <p>* Delete/Modify as appropriate.</p>

Notes to Tenderers

Clause	Remarks/Guidelines
<p>Employer to provide his view of the matter before the * Engineer/ Surveyor/ Supervising Officer reaches a decision.</p> <p>v)</p>	<p>Please add any constraints as necessary and specified in the consultancy agreements other than the above.</p>

Notes to Tenderers

Clause	Remarks/Guidelines
NTT B5 Assessment of Section Subject to Excision	<i>[optional clause]</i>
Tenderers are advised that if, by the time a tender recommendation is made, the Government has decided not to proceed with the work contained within the Section Subject to Excision as defined in sub-clause (1) of Clause SCC [] [#] of the Special Conditions of Contract, then the tender price for that Section shall be discarded and the net tender value shall be taken for the purposes of tender evaluation.	[#] Insert appropriate reference DEVB memo ref. (02B2H-01-5) in DEVB(W) 510/10/01 dated 9.3.2011 is relevant. DEVB memo ref. (02BL7-01-02) in DEVB(W) 510/10/01 dated 12.4.2011 and memo ref. (027N7-01-2) in DEVB(W) 510/10/01 dated 29 June 2010 are relevant.

Notes to Tenderers

Clause	Remarks/Guidelines
NTT B6 Employer's Power to Reduce Contingency Sum <i>[optional clause]</i>	
Tenderers' attention is drawn to Clause [SCT 15] [#] of the Special Conditions of Tender on "Reduction of Contingency Sum".	Please refer to DEVB memo ref. DEVB(W) 546/70/01 dated 8.8.2011 This Clause is to be used where the Clause SCT 15 of the Special Condition of Tender on "Reduction of Contingency Sum" is included. [#] Insert appropriate reference

Notes to Tenderers

Clause	Remarks/Guidelines
NTT B7 Lump sum contracts	
<p>This is a lump sum contract with part remeasurement. The General Conditions of Contract to be used are the Government of the Hong Kong Special Administrative Region [General Conditions of Contract for Civil Engineering Works (1999 Edition)][#] with Special Conditions of Contract (if any). Those items in the Bills of Quantities that are subject to remeasurement are stated as being measured “provisional”.</p>	<p>To be used for lump sum bills of quantities contracts for civil engineering works (see WBTCs No. 17/95 & 17/95A as subsumed into the Project Administration Handbook for Civil Engineering Works, Chapter 5, Section 10).</p> <p>[#] Words in square brackets to be changed to the appropriate version</p>

Notes to Tenderers

Clause	Remarks/Guidelines
NTT B8 Advance Payment under Capital Works Contracts	
Tenderers' attention is drawn to Special Conditions of Contract Clause [X] [#] setting out the details of an advance payment to the Contractor and the repayment arrangement thereof.	Please refer to SDEV's memo ref. DEVB(W) 510/33/02 dated 14.2.2020, 5.3.2021 and 10.3.2022. [#] Insert appropriate reference

Notes to Tenderers

Clause	Remarks/Guidelines
NTT C1 Engagement of Sub-contractors who are Registered under the Respective Trades and Groups available in the Registered Specialist Trade Contractors Scheme (RSTCS)	
Tenderers' attention is drawn to the Clause [X] [#] of the Special Conditions of Contract requiring the engagement of sub-contractors who are registered under the respective trades and groups available in the Registered Specialist Trade Contractors Scheme (RSTCS).	Please refer to SDEV's memos ref. DEVB(W) 510/94/02 dated 4.12.2020, 11.1.2022, 17.6.2022, 1.12.2022, 1.2.2023, 6.9.2023 and 10.4.2024. [#] Insert appropriate reference

Notes to Tenderers

Clause	Remarks/Guidelines
NTT C2 Payment for Sub-contractor Management Plan	
<p>Tenderers' attention is drawn to Clause [GCT 20][#] of General Conditions of Tender, Clause [X][#] of Special Conditions of Contract and Clause [X][#] of the Particular Specification requiring the submission and quarterly updating of the Sub-contractor Management Plan (SMP) in the form and contents as prescribed in the Contract. Tenderers' attention is also drawn to the requirement to monitor and ensure the implementation of and the compliance with the SMP.</p> <p>Tenderers should note that there are no separate items in the [*Bills of Quantities/Schedule of Rates] for measurement of “complete Sub-contractor Management Plan” and “quarterly updating of Sub-contractor Management Plan” and that, in line with the [*General Preambles/Method of Measurement] to the [*Bills of Quantities/Schedule of Rates], the rates in the [*Bills of Quantities/Schedules of Rates] shall cover, inter alia, the provision of implementation of and compliance with the SMP.</p>	<p>[#] Insert appropriate reference</p> <p>Please refer to SDEV's memos ref. DEVB(W) 510/94/02 of 4.12.2020, 11.1.2022, 17.6.2022, 1.12.2022, 1.2.2023, 6.9.2023 and 10.4.2024.</p> <p>* Delete or amend as appropriate.</p>

Notes to Tenderers

Clause	Remarks/Guidelines
NTT C3 Details of Sub-contractor Management Plan	
Tenderers' attention is drawn to the Appendix [X] [#] to Clause [X] [#] of Special Conditions of Contract on the scope and contents of Sub-contractor Management Plan, including but not limited to the details of sub-contract(s), the trade and group (if any) of the sub-contractor under the Registered Specialist Trade Contractors Scheme and value of the sub-contract(s).	<p>[#] Insert appropriate reference</p> <p>Please refer to SDEV's memos ref. DEVB(W) 510/94/02 of 4.12.2020, 11.1.2022, 17.6.2022, 1.12.2022, 1.2.2023, 6.9.2023 and 10.4.2024.</p>

Notes to Tenderers

Clause	Remarks/Guidelines
NTT C4 Non-contractual partnering <i>[optional clause]</i>	
Tenderers' attention is drawn to the Employer's intention to adopt non-binding post-award project partnering with participation of all stakeholders of the project. If the non-binding post-award project partnering is implemented, the costs associated with the partnering workshops including the services of an independent professional facilitator are to be shared equally between the Employer and the successful tenderer.	Please refer to DEVB Practice Note on Adoption of Non-contractual Partnering in Public Works Contracts, June 2006 and DEVB memo ref. (013YR-01-4) in ETWB(W) 506/30/02 dated 8.6.2006 and ref. DEVB(W) 506/30/02 dated 23.9.2020. The Practice Note is available in Appendix 5.28, Chapter 5 of the Project Administration Handbook.

Notes to Tenderers

Clause	Remarks/Guidelines
NTT C6 Dispute Resolution Advisor System <i>[optional clause]</i>	
<p>(1) The Contract incorporates the Dispute Resolution Advisor System all as stipulated in Clause []# of the Special Condition of Contract.</p> <p>(2) A list of candidates for the position of Dispute Resolution Advisor (“DRA”) will be sent to the Contractor after the award of the Contract.</p>	<p>DEVB memo ref. (02BBG-01-5) dated 24.3.2011 and DEVB(W) 510/83/03 dated 15.10.2014 and 11.2.2021.</p> <p>For GCC contracts, the guidelines for adoption are as follows:</p> <p>(a) <u>Civil and E&M engineering works contracts</u></p> <p>(i) The DRA System shall be adopted for such contracts with value exceeding \$700M, except for contracts which are of routine nature and primarily straightforward. Approval for exemption shall be given by an officer at D2 rank or above of the procuring department;</p> <p>(ii) Where the contract value does not exceed the \$700M threshold, procuring departments may consider applying the DRA system having regard to the complexity of the works. The decision and justifications for applying the DRA system in such cases should be properly documented and endorsed by an officer at D2 rank or above of the procuring department.</p> <p>(b) <u>Building works contracts</u></p> <p>The adoption of the DRA System should be considered when the following criteria are satisfied:</p>

Notes to Tenderers

Clause	Remarks/Guidelines
	<p>(i) the nature of work is not simple and disputes are likely to arise during the course of contract; and</p> <p>(ii) the contract value is over \$700M, or over \$100M for exceptional case where there is demonstrable benefit to adopt the DRA System.</p> <p># Insert appropriate reference.</p>

Notes to Tenderers

Clause	Remarks/Guidelines
NTT C7 Systematic Risk Management <i>[optional clause]</i>	
<p>Tenderers should note that Systematic Risk Management in accordance with ETWB TCW No. 6/2005 and Risk Management User Manual has been carried out for the Works in the Contract and the risks that the Contractor is required to bear and be responsible for include but are not limited to those shown in the risk treatment plans attached in Appendix [][#] of these Notes to Tenderers. Tenderers should note that the risks identified in the risk treatment plans are not exhaustive and are given for the tenderers' reference only. The risk treatment plans do not in anyway release the Contractor from any of his obligations under the Contract. The risk treatment plans shall not form part of the Contract.</p>	<p>Please refer to ETWB TCW No. 6/2005 # Insert appropriate reference</p>

Notes to Tenderers

Clause	Remarks/Guidelines
NTT C8 Professional Indemnity Insurance <i>[optional clause]</i>	
Tenderers' attention is drawn to Clause [][#] of the Special Conditions of Contract regarding the professional indemnity insurance requirement under the works contract/design and build contract/agreement. Please also refer to DEVB TCW No. 9/2007 for details.	Please refer to DEVB TCW No. 9/2007. # Please insert appropriate clause reference.

Notes to Tenderers

Clause	Remarks/Guidelines
NTT C9 MTRC indemnity [optional clause]	
<p>Tenderers shall note that part of the Works will take place within the Railway Protection Area and that the Contractor shall be required to complete and return to the MTR Corporation Limited an indemnity form and a letter of undertaking in accordance with Clause [X][#] of the Particular Specification before being permitted to enter the Railway Protection Area. Tenderers shall approach MTR Corporation Limited to obtain the latest “Rate of Charge for Service/Information Provided by MTR Corporation Limited” and to include the same in the tender price submitted in the tender.</p>	<p>DEVB TC(W) No. 1/2019</p> <p># Please insert appropriate clause reference.</p>

Notes to Tenderers

Clause	Remarks/Guidelines
NTT C10 Proof of plant ownership	
<p>Tenderers' attention is drawn to Clause [X][#] of Special Conditions of Contract on Hired and Hire-purchase Constructional Plant. [It is anticipated that proof of ownership and where applicable written undertaking from the plant owner may be required for the following types of Constructional Plant:</p> <p><i>(provide list here)</i></p> <p>Tenderers shall note that the above list is not exhaustive and is given for the tenderers' reference only. The above list shall not form part of the Contract. The *Engineer/ Surveyor/ Supervising Officer may, in accordance with Clause [X][#] of the Special Condition of Contract, require proof of ownership and where applicable written undertaking from the plant owner for any item of Constructional Plant which may or may not be of a type set out in the above list.]¹</p>	<p>Please refer to ETWB TCW No. 9/2004.</p> <p># Insert appropriate reference.</p> <p>* Delete/Modify as appropriate.</p> <p><u>Note 1:</u> Delete the words in square brackets if it is not considered practicable to produce a list of Constructional Plant for inclusion in the tender documents.</p>

Notes to Tenderers

Clause	Remarks/Guidelines
NTT C11 Employing Site Workers for the Contract and Payment of Site Workers' Wages	
<p>Tenderers' attention is drawn to Clause [X][#] of the Special Conditions of Contract requiring all Site Workers engaged in the Contract to be employed under written employment contracts with either the Contractor or his sub-contractors (irrespective of the tiers) including <i>*specialist sub-contractors and *Nominated Sub-contractors</i>. Self-employed persons shall be subject to other requirements of the Contract. Tenderers' attention is also drawn to the new requirement and arrangement on Payment of Site Workers' Wages set out in Particular Specification Section [X][#]. In the event the Contractor or his sub-contractors including <i>*specialist sub-contractors and *Nominated Sub-contractors</i> fail to pay wages to their Site Workers, the Employer may pay any wages in arrears to the Site Workers and recover the same from any monies due to the Contractor under the Contract.</p>	<p>[#] Please insert appropriate clause reference.</p> <p>Please refer to DEVB memo ref. (02VKU-01-3) in DEVB(W) 510/17/01 dated 16.12.2016.</p> <p><i>* Delete/modify as appropriate</i></p>

Notes to Tenderers

Clause	Remarks/Guidelines
NTT C12 Reimbursement of actual payment made by the Contractor to Assistant Clerical Officer (Labour Relations) <i>[optional clause]</i>	
<p>Tenderers' attention is drawn to Special Conditions of Contract Clause [X][#] on reimbursement of Contractor's actual payment and payment of Contractor's associated expenses in providing Assistant Clerical Officers (Labour Relations) for the Contract. The Contractor shall be reimbursed the actual payment made to Assistant Clerical Officers (Labour Relations) as certified by the <i>*Engineer/ Surveyor/ Supervising Officer</i> in accordance with General Conditions of Contract <i>*Clause/Clauses [79 / 78 & 79 / 79A & 80A / 79B & 80B][#]</i> and shall also be paid a percentage fee of the actual payment made to Assistant Clerical Officers (Labour Relations) as certified by the <i>*Engineer/ Surveyor/ Supervising Officer</i> in accordance with General Conditions of Contract <i>*Clause/Clauses [79 / 78 & 79 / 79A & 80A / 79B & 80B][#]</i> as the Contractor's associated expenses in providing Assistant Clerical Officers (Labour Relations). The rate of the percentage fee is as inserted by tenderers in [the Bills of Quantities and is to be used for arriving at the Provisional Sum for the Contractor's associated expenses / the Schedule of Contract Percentages in the Appendix to the Form of Tender for arriving at the Value for Tender Assessment in respect of the item for reimbursement of actual payment made by the Contractor][#] in providing Assistant Clerical Officers (Labour Relations).</p>	<p>This Clause is only applicable to in-house contracts.</p> <p><i># Please insert appropriate clause reference or descriptions within square brackets for the version of GCC used.</i></p> <p>Please refer to DEVB memo ref. (02VKU-01-3) in DEVB(W) 510/17/01 dated 16.12.2016.</p> <p><i>* Delete/Modify as appropriate</i></p>

Notes to Tenderers

Clause	Remarks/Guidelines
NTT C13 Site Cleanliness and Tidiness – Daily Cleaning and Weekly Tidying <i>[optional clause]</i>	
<p>(1) Tenderers should note Clause [X][#] of the Special Conditions of Contract and Clause [X][#] of the Particular Specification on “Site Cleanliness and Tidiness - Daily Cleaning and Weekly Tidying Up of the Site”. Separate items are stipulated in the *Bills of Quantities/Schedule of Rates for the cleaning and tidying up work of the Site, including Public Cleaning Areas which the Contractor is solely responsible for cleaning and have to be maintained open to the general public throughout the construction period. The Particular Specification shall be strictly enforced by the *Engineer/ Surveyor/ Supervising Officer.</p> <p>(2) Failure to perform satisfactorily on Daily Cleaning and Weekly Tidying as specified in the Contract with non-payment for two consecutive Cleaning Days or Cleaning Week Days, OR more than two Cleaning Days or Cleaning Week Days in any rolling five Cleaning Days or Cleaning Week Days can result in a verbal warning which shall be recorded in writing. If performance is not improved, a written warning will be issued which will result in “Poor” rating in the item for “Cleanliness of Site” in the report on Contractor’s performance. If the performance is still not improved, the *Engineer/ Surveyor/ Supervising Officer may, at his sole discretion, issue further verbal warning which shall be recorded in writing or issue further written warning which will result in “Very Poor” rating in the item for “Cleanliness of Site” in the report on Contractor’s performance.</p>	<p>Please refer to DEVB TC(W) No. 8/2010 and DEVB memo ref. DEVB(W) 505/91/01 dated 17.5.2017.</p> <p>* Delete/Modify as appropriate.</p> <p># Insert appropriate reference.</p>

Notes to Tenderers

Clause	Remarks/Guidelines
NTT C14 Site Uniform	
<p>Tenderers should note that the <i>*rates in the Bills of Quantities/ *rates in the Schedule of Rates together with the percentage adjustments applying thereto/ *Contract Rates</i> shall be deemed to cover all work, services and obligations for or related to ensuring that all workers involved in site works wear site uniform when they are on the Site as specified in Clauses [U1][#] and [U2][#] of Special Conditions of Contract, and Clause [X1][#] of Particular Specification. There shall be no measurement or separate payment for any of such work, services or obligations. For enquiries on details of the anti-heat stress construction uniform, please contact the Procurement Department of the Construction Industry Council on 2100 9028 or the Assistant Secretary (Works Policies 1) 2 of the Development Bureau on 3509 8710.</p>	<p>Please refer to DEVB memo ref. DEVB(Trg) 133/3 (10) dated 23.1.2017.</p> <p>For Capital Works Contracts and Term Contracts with Construction Period of not less than 12 months.</p> <p>[#] Insert appropriate reference</p> <p>[*] Delete/Modify as appropriate</p>

Notes to Tenderers

Clause	Remarks/Guidelines
NTT C15 Mandatory Construction Industry Collaborative Training Schemes (CICTS)	
Tenderers should note that the <i>*rates in the Bills of Quantities/ *rates in the Schedule of Rates together with the percentage adjustments applying thereto/ *Contract Rates</i> shall be deemed to cover all works, services and obligations for or related to the implementation of mandatory Construction Industry Collaborative Training Schemes as specified in Clause [X] [#] of the Particular Specification. There shall be no measurement or separate payment for any such works, services or obligations.	Please refer to DEVB TC(W) No. 6/2019. <i>*Delete/Modify as appropriate</i> <i># Insert appropriate reference</i>

Notes to Tenderers

Clause	Remarks/Guidelines
NTT C16 Employment of Graduates of the Enhanced Construction Manpower Training Scheme (ECMTS) <i>[optional clause]</i>	
<p>Tenderers' attention is drawn to Clause [X][#] of the Special Conditions of Contract requiring the Contractor to, within 6 months from the <i>*date for commencement of the Works / *date for commencement of construction of the Works / *date for commencement of the Contract Period</i>, employ for at least 12 months a minimum total number of ECMTS Graduates trained by the Construction Industry Council under its Enhanced Construction Manpower Training Scheme. ECMTS Graduates employed by sub-contractors to work on the Site in accordance with the provisions of Clause [X][#] of the Special Conditions of Contract shall be counted towards the said minimum total number.</p>	<p>Please refer to DEVB memo ref. DEVB(Trg) 133/4 (9) dated 7.12.2012.</p> <p>[#] <i>Insert appropriate reference</i></p> <p>Applicable to all works contracts (except E&M contracts but including Design and Build as well as term contracts) with an estimated contract sum or estimated total expenditure of over \$200 million and with a construction period of 2 years or longer.</p> <p>[*] <i>Delete as appropriate</i></p>

Notes to Tenderers

Clause	Remarks/Guidelines
NTT C17 Pay for Safety Performance Merit Scheme <i>[optional clause]</i>	
<p>Tenderers shall note that besides the task-tied payment items for the *Pay for Safety Scheme (PFSS)/*Pay for Safety and Environment Scheme (PFSES), performance-tied payment items for the newly introduced Pay for Safety Performance Merit Scheme (PFSPMS) are also included in this Contract. Tenderers shall pay attention to Clause [X][#] of the Special Conditions of Contract on “Pay for Safety Performance Merit Scheme (PFSPMS)”, the Measurement Rules for the Performance-tied Payment Items of the PFSPMS and Schedule of Performance-tied Payment Items of the PFSPMS in Appendix [X][#] to the Special Conditions of Contract and Clause [X][#] of the Particular Specification regarding “Particular Specification for Site Safety”^{**} for the operation of the PFSPMS.</p>	<p>Please refer to DEVB memo ref. (02LSV-01-1) in DEVB(W) 516/70/03 dated 22.11.2013.</p> <p>* Delete/Modify as appropriate ** Amend as appropriate # Insert appropriate reference</p>

Notes to Tenderers

Clause	Remarks/Guidelines
NTT C18 Tree preservation <i>[optional clause]</i>	
Tenderers should note that Clause [X] [#] of the Particular Specification requires the Contractor to assign a competent member of the site supervisory staff to oversee and supervise the tree works under the Contract, and that such a person should possess the practical experience as required under Clause [X] [#] of the Particular Specification.	Please refer to DEVB TC(W) No. 4/2020. [#] Insert appropriate reference

Notes to Tenderers

Clause	Remarks/Guidelines
NTT C19 Tree pruning works <i>[optional clause]</i>	
Tenderers should note that Clause [X] [#] of the Particular Specification requires the Contractor to assign worker(s) with relevant qualification to undertake tree pruning works involving the use of chainsaw	Please refer to DEVB memo ref. (36) in L/M to DEVB(GLTM) 302/5/1 dated 17.12.2014. [#] Insert appropriate reference

Notes to Tenderers

Clause	Remarks/Guidelines
NTT C20 Environmental management <i>[optional clause]</i>	
<p>Tenderers should note Clause [X][#] of the Special Conditions of Contract on “Environmental Management Plan” and the Particular Specification on “Environmental Management” for minimising nuisances and waste generation from the Works. In addition, tenderers should note that all non-road based construction machinery powered by diesel fuel working on this contract should use B5 diesel (i.e. 5% biodiesel blended with 95% Euro V diesel) in accordance with Clause [X][#] of the Particular Specification for B5 diesel.</p>	<p>Please refer to ETWB TCW No. 19/2005, with subsequent amendment in June 2006 Please refer to SDEV's memo dated ref. DEVB(W) 810/17/02 dated 8.1.2016.</p> <p>[#] Insert appropriate reference</p>

Notes to Tenderers

Clause	Remarks/Guidelines
NTT C21 Use of non-road mobile machinery approved under the Air Pollution Control (Non-road Mobile Machinery) (Emission) Regulation <i>[optional clause]</i>	
Tenderers should note Clause [X] [#] of Special Conditions of Contract on the use of non-road mobile machinery approved under the Air Pollution Control (Non-road Mobile Machinery) (Emission) Regulation.	Please refer to DEVB TC(W) No. 1/2015 For capital works contracts with an estimated contract value exceeding \$200M. [#] Insert appropriate reference

Notes to Tenderers

Clause	Remarks/Guidelines
<p>NTT C22 Provision of temporary electricity and water supply to <i>*Works Area(s)/*Site(s)</i></p> <p>[Version A]</p> <p>Tenderers’ attention is drawn to Particular Specification Clause [X][#] on provisions of electricity and water supply to the <i>*Works Areas/*Sites</i> and the application arrangement for temporary electricity and water supply.</p> <p style="text-align: center;">or</p> <p>[Version B]</p> <p>Tenderers should note that the Employer has already made applications and settled the respective fees for the supply of temporary electricity and water supply to the <i>*Works Areas/*Sites</i>, with details as more particularly set out in Appendix [see below]. The electricity cable and water mains laying works are in progress.</p> <p>Appendix [...]</p> <p>a) Electricity cables and water mains under the applications by the Employer will be laid up to the boundary of <i>*Works Areas/*Sites</i>, including WAXX and WAYY [To insert identification of sites concerned]. The electricity load and size of water mains to each of these <i>*Works Areas/*Sites</i> being applied for are set out in the tables below and the respective alignments and connection points</p>	<p>Please refer to DEVB TC(W) No. 13/2020.</p> <p><i>* Delete/Modify as appropriate.</i></p> <p><i># Insert appropriate reference.</i></p> <p>Version A – for situation that cables/water mains laying works for electricity and water supply are anticipated to be completed before the scheduled date of site possession.</p> <p>Version B – for situation that cables/water mains laying works for electricity and water supply may not be able to be completed before the scheduled date of site possession.</p>

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<p>are shown in Plan(s) XX [To insert layout plans showing the indicative cable and water main alignment].</p>							
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%; text-align: center;">*Works Areas/*Sites</th> <th style="text-align: center;">Temporary electricity load (Amp)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">e.g. WAXX</td> <td style="text-align: center;">e.g. 400</td> </tr> <tr> <td style="text-align: center;">e.g. WAYY</td> <td style="text-align: center;">e.g. 400</td> </tr> </tbody> </table>		*Works Areas/*Sites	Temporary electricity load (Amp)	e.g. WAXX	e.g. 400	e.g. WAYY	e.g. 400
*Works Areas/*Sites		Temporary electricity load (Amp)					
e.g. WAXX		e.g. 400					
e.g. WAYY		e.g. 400					
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%; text-align: center;">*Works Areas/*Sites</th> <th style="text-align: center;">Size of water mains (Nominal diameter in mm)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">e.g. WAXX</td> <td style="text-align: center;">e.g. 200</td> </tr> <tr> <td style="text-align: center;">e.g. WAYY</td> <td style="text-align: center;">e.g. 100</td> </tr> </tbody> </table>		*Works Areas/*Sites	Size of water mains (Nominal diameter in mm)	e.g. WAXX	e.g. 200	e.g. WAYY	e.g. 100
*Works Areas/*Sites		Size of water mains (Nominal diameter in mm)					
e.g. WAXX		e.g. 200					
e.g. WAYY		e.g. 100					
<p>b) Upon completion of laying the electricity cables, the Contractor shall submit an application to the respective power company, together with a written authorization letter, if required, issued by the *Engineer/ *Surveyor/ *Supervising Officer authorizing the Contractor to make use of the relevant connections for temporary electricity supply to the *Works Areas/*Sites.</p>							
<p>c) The Contractor shall submit an application¹ to the Water Supplies Department, together with a written authorization letter, if required, issued by the *Engineer/ *Surveyor/ *Supervising Officer authorizing the Contractor to make use of the relevant connections for temporary water supply to the</p>							
<p>Note 1: WSD accepts application from the Contractor before completion of water mains laying works.</p>							

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Clause	Remarks/Guidelines
*Works Areas/*Sites.	

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NTT C23 Limiting tiers of sub-contracting	
The tenderers' attention is drawn to the provisions under Special Conditions of Contract Clause [X] [#] which impose certain restrictions on sub-contracting.	Please refer to SDEV's memo ref. DEVB(W) 510/17/01 dated 19.4.2021. [#] Insert appropriate reference