| Clause | Remarks/Guidelines |
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| **SCT 20 Estimates for Tender Price Index (ETPI)** |
| 1. The tenderer shall submit with its tender Estimates for Tender Price Index (“ETPI”) in the form set out in Appendix [ ]# to these Special Conditions of Tender. The Standard Method of Measurement for Civil Engineering Works, 1992 Edition as amended by its subsequent corrigenda and as further amended in accordance with the General Preambles and the Particular Preambles in Appendix [ ]# to these Special Conditions of Tender apply to the ETPI. Such Standard Method of Measurement, General Preambles and Particular Preambles shall only be used for the preparation of the ETPI and shall not form part of the contract.
2. The tenderer shall submit the ETPI fully priced as to each of the items, extended, cast and totaled as appropriate. The tenderer shall ensure its ETPI contains a summary (“Summary of ETPI”) at the end stating the total amount of all bills, which shall be the same as the tendered total of the Prices as stated in the “Grand Summary of the *activity schedule*” as defined in SCT [17]#.
3. The ETPI is submitted to the *Client* for the purposes stated in SCT [20(4)]# only and shall not be used for tender assessment. Failure to submit the ETPI by a tenderer shall NOT render its tender invalid. The ETPI and anything stated therein shall NOT form part of this contract and shall NOT be relied on by the tenderer in making its decision to submit a tender or in pricing its tender. Before submitting a tender, the tenderer shall carry out at its own expense any investigation, checking and calculation it requires (including seeking independent advice) to obtain its own information. The tenderer acknowledges that, in submitting and in pricing its tender, it has not relied on any information provided in the ETPI. None of the information provided in the ETPI constitutes any warranty, representation or undertaking by the *Client* to the tenderer with respect to the itemisation or quantities of works which are required under the contract. No claim of any nature whatsoever shall be allowed on the grounds of any reliance on and any error, misunderstanding or misrepresentation or insufficiency in any information given in the ETPI. The tenderer’s attention is also drawn to Clause A8 of the *additional conditions of contract.*
4. The ETPI is compiled by the *Client* for the purposes of (a) conducting cost estimation and cost analysis for its works projects which may or may not be connected with this contract, and/or (b) compiling price indices (including tender price indices) for use by the Government and the public [(a) and (b) are collectively referred to as the “stated purposes” in this SCT [20(4)]#]. By submitting a tender, the tenderer is taken to have agreed that all information provided by the tenderer in the ETPI could be used by the *Client* for the stated purposes. The tenderer further agrees that the *Client* may furnish such information to any third party for any of the stated purposes after obtaining from such third party an undertaking to keep such information confidential and not to use the same for any purpose other than the stated purposes. However, the contract number, the contract title and the tenderer’s name (if any) provided in the ETPI will not be disclosed to such third party.
 | This Clause only applicable for works tenders of Group C contracts issued under CEDD, HyD, WSD and DSD and adopting ECC Options A or C, where the tender price information are required for compilation of the CEWTPI. (DEVB TC(W) No. 6/2017)# Insert as appropriate. |