| **Clause** | **Remarks/Guidelines** |
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| **SCT 2 Alternative design invited for part of the *service* covered by the *Client*'s design** |
| (1) | The tenderer may elect to submit a tender conforming with the *Client*'s design of the *service* priced in accordance with the tender documents, or in accordance with the provisions of this Special Condition of Tender an alternative tender incorporating the tenderer's alternative design for \*that/\*those part(s) of the *service* identified in [set out the relevant Drawings no(s). and the relevant clause/section no(s) of the tender documents e.g. the Specification], or both a tender conforming to the *Client*'s design of the *service* and an alternative tender incorporating the tenderer’s alternative design. | (This Clause is extracted from DEVB TC(W) No. 3/2014 and shall be used where tenderers are invited to submit an alternative design for part of the *service*. \* Delete as appropriate. |
| (2) | Tenderer's alternative design must comply with the minimum conditions specified in [set out the relevant Drawings no(s). and the relevant clause/section no(s) of the tender documents e.g. the Specification]. A tender incorporating a design which does not comply with the minimum conditions or which design requires substantial amendments in order to conform to the Scope shall be considered as a non-conforming tender. |  |
| #(3) | Clauses F1, F2 and F5 of the *additional* *conditions of contract* will only apply in the event that a tender for an alternative design is accepted. | # Delete this sub-clause in case this Clause is used together with the SCT Clause where a tenderer's design is required for part of the *service* not covered by the *Client*'s Scope.  |
| (4) | An alternative design shall: |  |
|  | 1. be presented as an integral part of a separate tender for the *service*,
2. be priced as a lump sum for related items and supported by a fully priced and detailed Schedule of Rates, and
3. be sufficiently documented to enable the *Client*’s decision on its acceptability
 |  |
|  | For the purposes of (b), the tender shall provide separately the approximate quantities showing the build up of the lump sum. [##The said Schedule of Rates may form the basis of interim payments and assessment of compensation events.] | ## Delete for Option C |
| (5) | The tenderer shall submit such further clarifications pertaining to the alternative design as may be requested by the *Service Manager* designate to enable a proper assessment of the tender to be made. Failure to do so by the tenderer may render its tender invalid. General Conditions of Tender Clause GCT 16 will apply to such clarifications to the alternative design. | For sub-clause (5), post-tender communication with tenderers shall be limited to the need for clarifications. Tenderers should not be given the opportunity to enhance their design submissions. |
| (6) | Any alternative design will be treated in confidence up to the date of acceptance of the tender. The contents of unsuccessful tenders will not be divulged. |  |
| (7) | If the tenderer submits a tender incorporating an alternative design, it shall identify (\*either in the plan required by SCT ... or in the alternative tender) the arrangements made and the time allowed for the design and independent checking of the alternative design. It shall also submit the name and particulars of the firm or company it proposes to employ as “Independent Checking Engineer”. | \* Delete as appropriate. |