*{Internal Remark: For Term Contracts using GCC form}*

**THE GOVERNMENT OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION**

**[INSERT PROCURING DEPARTMENT]**

**CONTRACT NO. [INSERT CONTRACT NO.]**

**[INSERT CONTRACT TITLE]**

**FORM OF TENDER**

**NOTES :**

1. The Appendix forms part of the Contract.
2. If the tenderer is a limited company (including incorporated joint venture), insert the information in the spaces provided at Form of Tender – P.3.
3. If the tenderer is an unincorporated joint venture, insert the information in the spaces provided at Form of Tender – P.4 to P.5.
4. If the tenderer is a sole proprietorship or a partnership, insert the information in the spaces provided at Form of Tender – P.6.
5. In all cases, insert the number(s) and the expiry date(s) of the business registration certificate(s) here[[1]](#footnote-1):

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Name: |  |  | Name: |  |
| Business Registration Number: |  |  | Business Registration Number: |  |
| Expiry Date: |  |  | Expiry Date: |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Name: |  |  | Name: |  |
| Business Registration Number: |  |  | Business Registration Number: |  |
| Expiry Date: |  |  | Expiry Date: |  |

*{Internal Remark: Please update the following for submission to a tender board other than the Central Tender Board}*

To : The Chairman,

Central Tender Board,

Lobby of the Public Entrance on the Ground Floor,

East Wing, Central Government Offices,

2 Tim Mei Avenue, Tamar,

Hong Kong

**FORM OF TENDER – P.2**

1. Having inspected the Contract Area, examined the General Conditions of Contract and Special Conditions of Contract (hereinafter referred to as "the said Conditions"), Drawings, Specification and Schedule of Rates for the execution of the above-named Works, I/we offer to provide such articles and to perform such services for the maintaining, repairing and constructing of such works as may from time to time be demanded and in conformity with the said Conditions, Drawings, and Specification at the rates given in the Schedule of Rates, subject to such adjustments as stated in the Contract, for a Contract Period of [XX day][[2]](#footnote-2).

*{Internal Remark: Paragraph 2 may be deleted if a security is not required}*

2. [ If my/our Tender is accepted I/we will when required

#(a) deposit with the Director of Accounting Services, the Government of the Hong Kong Special Administrative Region, as security for the due performance of the Contract a sum of $\_\_\_\_\_\_\_\_\_\_, such deposited sum to be returned to me/us in accordance with the said Conditions.

#(b) with the approval of the Employer obtain the guarantee of a Bank or Insurance Company [to be approved by the Employer] to be jointly and severally bound with me/us in a sum of $\_\_\_\_\_\_\_\_\_\_ for the due performance of the Contract under the terms of a Bond in accordance with the said Conditions. ]

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

3. I/We agree to abide by this Tender for the period of [90 days][[3]](#footnote-3) from the date, or the extended date if this has been extended, of expiry fixed for receiving the same and it shall remain binding upon me/us and may be accepted at any time before the expiration of that period.

4. Unless and until the Articles of Agreement is prepared and executed, this Tender together with the written acceptance thereof by the Employer subject to the provisions of [clause 3][[4]](#footnote-4) hereof shall constitute a binding contract between us.

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

**FORM OF TENDER – P.3**

**NOTE: To be inserted in case the tenderer is a limited company**

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

in the capacity of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

duly authorised to sign tenders for and on behalf of (name of the limited company)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Registered address of the limited company

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Witness \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Witness \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Occupation of Witness \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address of Witness \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**FORM OF TENDER – P.4**

**NOTE: To be inserted in case the tenderer is an unincorporated joint venture[[5]](#footnote-5)**

|  |  |  |  |
| --- | --- | --- | --- |
| Name | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Signature | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| in the capacity of | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | in the capacity of | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| duly authorised to sign tenders for and on behalf of (name of the participant of the unincorporated joint venture)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | duly authorised to sign tenders for and on behalf of (name of the participant of the unincorporated joint venture)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| Registered address of the participant of the unincorporated joint venture  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | Registered address of the participant of the unincorporated joint venture  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |

|  |  |  |  |
| --- | --- | --- | --- |
| Name | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Signature | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| in the capacity of | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | in the capacity of | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| duly authorised to sign tenders for and on behalf of (name of the participant of the unincorporated joint venture)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | duly authorised to sign tenders for and on behalf of (name of the participant of the unincorporated joint venture)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| Registered address of the participant of the unincorporated joint venture  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | Registered address of the participant of the unincorporated joint venture  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |

**FORM OF TENDER – P.5**

Trading in Hong Kong with a business name of (the name of the unincorporated joint venture)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Correspondence address of the unincorporated joint venture

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |  |
| --- | --- | --- | --- |
| Name(s)[[6]](#footnote-6)  of Witness(es) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  | |  |
| Signature(s) of Witness(es) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  | |  |
| Occupation(s) of Witness(es) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  | |  |
| Address(es)  of Witness(es) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  | |  |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  | |  |
| Date | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |  | |

**FORM OF TENDER – P.6**

**NOTE: To be inserted if the tenderer is a sole proprietorship or a partnership[[7]](#footnote-7)**

|  |  |  |  |
| --- | --- | --- | --- |
| Name | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Signature | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Residential address[[8]](#footnote-8)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | Residential address8  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |

|  |  |  |  |
| --- | --- | --- | --- |
| Name | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Signature | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Residential address8  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | Residential address8  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |

Trading in Hong Kong with a business name of (the name of the sole proprietorship or the partnership)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Correspondence address of the sole proprietorship or the partnership

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |  |
| --- | --- | --- | --- |
| Name(s)[[9]](#footnote-9)  of Witness(es) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  | |  |
| Signature(s) of Witness(es) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  | |  |
| Occupation(s) of Witness(es) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  | |  |
| Address(es)  of Witness(es) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  | |  |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  | |  |
| Date | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |  | |

**FORM OF TENDER – P.7**

*{Internal Remarks: This “Form of Tender – P.7” may be deleted if a security is not required.}*

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

Security Deposit (if any) Receipt No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Amount \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**APPENDIX TO FORM OF TENDER – P. 1**

**Schedule of Contract Percentages**

This Schedule must be completed in accordance with the notes on the following page and submitted with the Tender.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Section No.  of  Schedule of Rates | Item No.  of  Schedule of Rates | Section  Percentage  ( whole number )  (%) | Adjustment Percentage  ( whole number )  (%) | Contract Percentage  (%) | Weighting Factor | Value for  Tender  Assessment  (%) |
| (1) | (2) | (3) | (4) | (5) | (6) | (7) |
| SECTION 01 | 01001 – 01048 |  | \*PLUS / MINUS  %  (Not applicable to Sections 28 and Item 27020) |  | 0.250 |  |
| 01049 – 01051 |  |  | 0.015 |  |
| SECTION 02 | 02001 – 02026 |  |  | 0.010 |  |
| SECTION 03 | 03001 – 03013 |  |  | 0.005 |  |
| SECTION 04 | 04001 – 04006 |  |  | 0.010 |  |
| SECTION 05 | 05001 – 05119 |  |  | 0.050 |  |
| SECTION 07 | 07001 – 07030 |  |  | 0.030 |  |
| SECTION 08 | 08001 – 08020 |  |  | 0.005 |  |
| SECTION 09 | 09001 – 09041 |  |  | 0.020 |  |
| SECTION 10 | 10001 – 10021 |  |  | 0.010 |  |
| SECTION 11 | 11001 – 11047 |  |  | 0.010 |  |
| SECTION 12 | 12001 – 12008 |  |  | 0.020 |  |
| SECTION 14 | 14001 – 14005 |  |  | 0.005 |  |
| SECTION 16 | 16001 – 16009 |  |  | 0.005 |  |
| SECTION 19 | 19001 – 19055  19194 – 19213 |  |  | 0.100 |  |
| 19056 – 19078 |  |  | 0.100 |  |
| 19079 – 19193 |  |  | 0.255 |  |
| SECTION 22 | 22001 – 22009 |  |  | 0.010 |  |
| SECTION 24 | 24001 – 24067 |  |  | 0.020 |  |
| 24068 – 24091 |  |  | 0.010 |  |
| SECTION 26 | 26001 – 26030 |  |  | 0.030 |  |
| SECTION 27 | 27001 – 27019 |  |  | 0.008 |  |
| 27020 | 0 | 0 | 0 | 0.002 | 0 |
| SECTION 28 | 28001 – 28010 | 0 | 0 | 0 | 0.020 | 0 |
|  | | |  | Total | 1.000 |  |

\* Delete or modify as appropriate

(The item groupings, limits on Contract Percentages and Weighing Factors are given for illustration purposes. The Project Office should review and modify in accordance with the nature of the Works as deemed necessary.)

**APPENDIX TO FORM OF TENDER – P. 2**

**Notes to the Schedule of Contract Percentages**

|  |  |
| --- | --- |
| (a) | The tenderer shall complete the Schedule of Contract Percentages strictly in accordance with the following notes. |
| (b) | The tenderer shall complete Section Percentages in column (3) in whole numbers. Section Percentages should lie within the maximum and minimum limits specified. Each Section Percentage shall not be less than a minimum of –20 nor greater than a maximum of +70. If a tenderer has inserted Section Percentages outside the limits stipulated, inserted percentages lower than the minimum limit will be corrected to the minimum limit –20 while inserted percentages higher than the maximum limit will be corrected to the maximum limit +70. If a tenderer has failed to insert any Section Percentage, the Section Percentage will be corrected to zero. Each value (except the value zero) entered shall be preceded with “+” sign to represent positive value or “-” sign to represent negative value. If neither “+” nor “-” is added to a non-zero number, the value shall be corrected as a positive number. |
| (c) | The tenderer shall insert an Adjustment Percentage in whole number in column (4) and delete the word “PLUS” or “MINUS” whichever is inapplicable. The tenderer shall not precede the entered number with “+” sign or “-” sign. If such “+”or “-” sign is added, it will be disregarded. If a tenderer has failed to insert the Adjustment Percentage or has failed to delete either of the words “PLUS” or “MINUS” marked against the Adjustment Percentage or has deleted both the words “PLUS” and “MINUS” marked against the Adjustment Percentage, the Adjustment Percentage will be ascertained by back calculation using the equation stipulated in Note (d). If the Adjustment Percentage cannot be so determined with certainty, it shall be corrected to zero. |
| (d) | The tenderer shall calculate the Contract Percentages and insert the values in column (5) using the following formula and rounding to the nearest whole number, e.g. +10.49 shall be rounded down to +10; +10.50 shall be rounded up to +11. |
|  |
| (e) | The tenderer shall complete the values in column (7) which shall be equal to the values in column (5) multiplied by the corresponding values in column (6). |
| (f) | The Total of Values for Tender Assessment is to be the summation of the values in column (7). |
| (g) | If a tenderer has inserted any Section Percentage, Adjustment Percentage or Contract Percentage not in whole number, the relevant Section Percentage, Adjustment Percentage or Contract Percentage shall be corrected by rounding to the nearest whole number, e.g. +10.49 shall be rounded down to +10; +10.50 shall be rounded up to +11. If any mistakes are found in the Contract Percentages, Values for Tender Assessment or the Total of the Values for Tender Assessment, correction will be made to these Contract Percentages, Values for Tender Assessment or the Total of the Values for Tender Assessment as the case may be to bring them strictly in accordance with the above notes. If a tenderer has amended the Section Percentage, Adjustment Percentage or Contract Percentage which are fixed values, the amendment(s) will be disregarded. |
| (h) | The Section Percentage and Adjustment Percentage applicable to the Schedule of Rates of Section 28 on Site Safety and Item 27020 are fixed at 0% and hence the Contract Percentage for Section 28 is also fixed at 0%. Tenderers shall not amend the Section Percentage, Adjustment Percentage and Contract Percentage for Section 28 and Item 27020. |
| (i) | The weighting factors given are to be used for tender assessment purpose only, and they do not indicate the extent of the work. The Employer does not give any representation, warranty or guarantee that the weighting factors or any part thereof bears any relation to the actual proportion of any item of work to the Whole of the Works. |
| (j) |  |
| (k) | All values in columns (3), (4), (6) and (7) are for tender assessment purpose only. |

**APPENDIX TO FORM OF TENDER – P. 3**

**General Conditions of Contract for Term Contracts for @Civil Engineering Works, 2002 Edition**

*{Internal Remark @: Modify as appropriate depending on the type of GCC form adopted}*

|  |  |  |
| --- | --- | --- |
| Clause No. | | |
| 1(1) | Contract Period | ......... days |
| 1(1) | Maintenance Period for:- |  |
| (i) Works other than Establishment Works for each Works Order | ......... months |
| (ii) Establishment Works for each Works Order | ......... day |
| 2(1)(b) | Actions of the Engineer# subject to the Employer’s right of objection and direction  The Engineer# is required under the terms of his appointment by the Employer to obtain confirmation of no objection from the Employer and, in the event of an objection, to act in accordance with the Employer’s direction before ordering any variation to the Works or taking any other action (including without limitation making an order under Clause 56 of the General Conditions of Contract) which may commit the Employer to additional expenditure under the Contract, other than in respect of claims, of a value estimated to exceed HK$800,000. This requirement shall not be applicable where the variation order or other action is considered by the Engineer# to be essential on grounds of safety or other emergency in circumstances when it is impracticable to refer the matter to the Employer beforehand.  The Engineer# may, subject to any prior contrary instructions given by the Employer to the Engineer#, order variation to the Works in accordance with the provisions of the Contract or take any other action (including without limitation making an order under General Conditions of Contract Clause 56) which may commit the Employer to additional expenditure under the Contract, other than in respect of claims, without the need to obtain confirmation of no objection from the Employer if the value of such order or commitment is estimated not to exceed HK$800,000.  1[The Engineer# is required under the terms of his appointment2 by the Employer to obtain confirmation of no objection from the Employer and, in the event of an objection, to act in accordance with the Employer’s direction before permitting the Contractor to introduce an extra tier of sub-contracting in accordance with sub-clause (5) of SCC[X3].]  4[The \*Engineer# is required under the terms of his appointment2 by the Employer to obtain confirmation of no objection from the Employer and, in the event of an objection, to act in accordance with the Employer’s direction before approving alternative disposal grounds proposed by the Contractor in accordance with sub-clause (3) of PS[X5].]  6[The \*Engineer# is required under the terms of his appointment2 by the Employer to obtain confirmation of no objection from the Employer and, in the event of an objection, to act in accordance with the Employer’s direction before ordering landslide-related emergency works under exceptional circumstances in accordance with SCC[X7].]  *{Internal Remarks:*  *# Modify as appropriate depending on the type of GCC form adopted - the Engineer / Maintenance Surveyor / Supervising Officer. }* | |
| \*12 | Amount of bond or cash security (if required) | $ ............... |
| 49(1) | Mobilisation period, from date of commencement stated in the Works Order | ......... days  unless otherwise stated in the Words Order |

**APPENDIX TO FORM OF TENDER – P. 4**

|  |  |  |
| --- | --- | --- |
| 54(2) | Liquidated damages for each Works Order shall be calculated in accordance with the following formula:  (formula to calculate the liquidated damages to be inserted by the project office)8  In computing the above liquidated damages, the Employer has not taken into account the Employer's liability for fees including economic cost under the Land (Miscellaneous Provisions) Ordinance, Cap. 28 ("the Ordinance") for any extension in respect of a permit referred to in sections 10A(3) and 10D(4) of the Ordinance. | |
| 79(2)(a) | Limit of interim payment for any one Works Order | ......... % |
| 79(2)(c) | Minimum amount of interim payment for: |  |
| (i) Each Works Order (except Works Order for Establishment Works) | $ ............... |
| (ii) Works Order for Establishment Works only | $ ............... |

**Special Conditions of Contract**

|  |  |  |
| --- | --- | --- |
| Clause No. | | |
| \*SCC\_\_ | Minimum amount of third party insurance | $ ............... |
| \*SCC\_\_ | Period for Establishment Works | ......... months |
|  | *The following 2 entries shall be added where the existing trees that are to be preserved and protected include* ***Old and Valuable Trees*** *from the register at the website: http://www.greening.gov.hk/ovt/default.aspx. Further details on the registration procedures and special protection measures required are given in DEVB TCW No. 5/2020.* |  |
| \*SCC\_\_ | Sum9 payable to the Employer in the event that Old and Valuable Tree No. \_\_ dies or becomes moribund | $ ............... |
| \*SCC\_\_ | Period for Aftercare to Old and Valuable Trees (\*Tree/Trees No. \_\_)10 | ......... months |
| Maintenance Period for Aftercare to Old and Valuable Trees10 | ......... months |

|  |  |
| --- | --- |
| Note: | The estimated total expenditure on this Contract is about ………… million dollars. The estimated total expenditure on the Contract is given for information only. The Employer does not give any representation, warranty or guarantee that the actual expenditure on the Contract will not differ, whether substantially or otherwise, from the estimated total expenditure on the Contract |

*{Internal Remark: The following are internal notes for APPENDIX TO FORM OF TENDER}*

\* Delete or modify as appropriate

1. This paragraph is applicable to all public works contracts. Please refer to SDEV’s memos ref. (027RU-01-3) in DEVB(W) 510/17/01 dated 16.7.2010, ref. DEVB(W) 510/17/01 dated 6.9.2013 and ref. DEVB(W) 510/94/02 dated 28.3.2019, 11.8.2020 and 4.12.2020.

2. Where the Engineer / Maintenance Surveyor / Supervising Officer is a consultant, works departments should take steps to ensure that the constraint is stipulated in the relevant consultancy agreement.

3. To insert relevant clause number for the SCC clause on Limiting the Tiers of Sub-contracting.

4. This paragraph is applicable to all public works contracts, including capital works contracts and term contracts. Please refer to the revised trip ticket system as promulgated in DEVB TCW No. 6/2010.

5. To insert relevant clause number for the PS clause on Trip Ticket System.

6. This paragraph is applicable to maintenance/term contracts if the SCC clause on “Landslide-related emergency works under exceptional circumstances” is used in this contract.

7. To insert relevant clause number for the SCC clause on Landslide-related Emergency Works under Exceptional Circumstances.

8. Project office shall refer to the guidelines given in ETWB TCW No. 4/2003 for the formula used to calculate the Liquidated damages for each Works Order.

9. Separate sum shall be applied to each tree if more than one Old and Valuable Tree is involved. The sum for each Old and Valuable Tree shall be the genuine pre-tender estimate of the cost that the Employer has expended in nurturing, preservation, protection and maintenance of that particular tree.

10. The Period for Aftercare to Old and Valuable Trees together with its subsequent Maintenance Period should preferably end on the same date as the Maintenance Period for the Works, or if there is more than one Maintenance Period, on the same date as the last Maintenance Period.

1. If the tenderer is a partnership or an unincorporated joint venture, provide the required information of all partners or all participants of the unincorporated joint venture. [↑](#footnote-ref-1)
2. Contract Period may be measured in days or months according to different departments’ practices. [↑](#footnote-ref-2)
3. Information to be inserted by the Project Office (normally 90 days). [↑](#footnote-ref-3)
4. Modify as appropriate. [↑](#footnote-ref-4)
5. Insert the information of all participants of the unincorporated joint venture in the spaces provided. In case of more than four participants, insert an additional page following the above format. [↑](#footnote-ref-5)
6. In case more space is required for the information of the witness(es), insert an additional page following the above format. [↑](#footnote-ref-6)
7. Insert the information of the sole proprietor or all partners of the partnership in the spaces provided. In case of more than four partners, insert an additional page following the above format. [↑](#footnote-ref-7)
8. In case a partner of the partnership is a body corporate, its registered address shall be provided instead. [↑](#footnote-ref-8)
9. In case more space is required for the information of the witness(es), insert an additional page following the above format. [↑](#footnote-ref-9)