

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

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Amendment Sheet

- * alternatives

Clause	Remarks/Guidelines
<p>(a) *[The tender box is located on (the Ground Floor, East Wing, Central Government Offices, 2 Tim Mei Avenue, Tamar, Hong Kong.)*/(the Ground Floor of North Point Government Offices at 333 Java Road, North Point, Hong Kong)*.]¹</p> <p>*[The tender box is located in Room 4128f on the 41st Floor, Queensway Government Offices, 66 Queensway, Hong Kong.]²</p>	<p>Location of tender box. * Delete as appropriate.</p> <p>¹For tenders to be opened by the tender opening teams of the Central Tender Board. The former is the original address. The latter is an interim arrangement for tenders with tender closing date on or before 30 June 2015. The interim arrangement is subject to review and update by FSTB periodically. Project officers are required to check the latest arrangement. SFST's memos ref. (14) in TsyB T 00/810-1/3/0 dated 12.8.2011 and memo ref. () in TsyB T 00/810-1/3/0 dated 24.2.2015 are relevant.</p> <p>²For tenders to be opened by the tender opening teams of the Public Works Tender Board</p>
<p>(b) The time and venue of the pre-tender meeting (if any).</p>	<p>Pre-tender Meeting.</p> <p>WBTC No. 4/92</p>
<p>(c) 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>Insert contact details as appropriates.</i>]</p>	<p>Advice directing tenderers to submit any queries about the particulars of the tender documents to the Engineer/Architect/Surveyor/Maintenance Surveyor designate for the Contract, or the chief engineer preparing the tender documents (the contact telephone number for enquiries on the tender should also be included).</p>
<p>(d) Insert check list here.</p>	<p>The check-list for tenders deposited in the Government Secretariat Tender Box / Public Works Tender Box . (See sample at Appendix 5.8 of the Project</p>

Clause	Remarks/Guidelines
	Administration Handbook).
(e) Documents of unsuccessful tenderers may be destroyed *three months ⁽¹⁾ /three years ⁽²⁾ after the date the contract has been awarded.	<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 as appropriate ⁽¹⁾ for tenders not covered by WTO GPA. ⁽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. Consult LAD(W) if in doubt.</p>
(f) 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).
(g) 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>To be used for lump sum bills of quantities contracts for civil engineering works. (see WBTCs No. 17/95 & 17/95A).</p> <p>[#] Words in square brackets to be changed to the appropriate version.</p>
(h) (<u>for formula approach</u>) Tenders will be evaluated in accordance with	To be used for tender evaluation using formula approach.

Clause	Remarks/Guidelines
<p>the formula approach set out below. Tenderers should note DEVB TC(W) No. 4/2014 which sets out the use of the formula 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, 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 (<i>only for tenders with a tender price</i>); (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; and (v) The effect of erratic pricing determined in 	<p>DEVB memo. ref. DEVB(W) 510/10/01 dated 2.5.2014.</p>

Clause	Remarks/Guidelines
<p>accordance with Clause 14 of the General Conditions of Tender.</p> <p>[Set out the adopted formula approach (the formula and the relevant notes). Incorporate details of the Stage I Screening and all the minimum requirements where applicable and the consequences of failing Stage I.]</p>	
<p>(Alternative (h) for Marking Scheme)</p> <p>(h) Tenderers should note that tenders will be evaluated in accordance with the marking scheme at Annex [see below]. Tenderers should note DEVB TC(W) No. 4/2014 which sets out the use of marking scheme 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, 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 (<i>only for tenders with a tender price</i>); (iii) The effect of exceptionally high or low priced items; (iv) The tenderer's capability (financially, commercially and technically) in 	<p>To be used for tender evaluation using marking scheme.</p> <p>DEVB memo. ref. DEVB(W) 510/10/01 dated 2.5.2014.</p>

Clause	Remarks/Guidelines
<p>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; and</p> <p>(v) The effect of erratic pricing determined in accordance with Clause 14 of the General Conditions of Tender.</p> <p>Tenderers are required to make a technical submission in accordance with Clause 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 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/Architect and deducted from the Contract Sum. For the avoidance of doubt, the Contractor shall not be entitled to any additional payment or extension of time for completion for the execution of the Works in a</p>	<p>* delete as appropriate</p>

Clause	Remarks/Guidelines
<p>manner which differs from the submissions on technical resources and technical proposals. Tenderers' attention is drawn to Special Conditions of Contract Clause [].</p> <p>Annex []</p> <p>MARKING SCHEME IN TENDER EVALUATION</p> <p><i>[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>	
<p>(Alternative (h) for use in tenders which EMSTF is eligible to bid)</p> <p>(h) 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</p>	<p>For use in tenders which EMSTF is eligible to bid.</p> <p>DEVB memo. ref. DEVB(W) 510/10/01 dated 2.5.2014.</p> <p>* delete as appropriate</p>

Clause	Remarks/Guidelines
<p>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 14 of the General Conditions of Tender.</p>	
<p>(i) Tenders will be opened by the tender opening team of the (name of tender board) at 12 noon on the date set for the close of tender or, if this has been extended, the extended date at (address).</p>	<p>Procedures for opening tenders</p>
<p>(j) 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.</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>

Clause	Remarks/Guidelines
<p>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>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 days after the basis of the challenge is known or reasonably should have been known.</p>	
<p>(k) Tenderers should note that tenders are invited from contractors/suppliers* in both the private and public sectors including department(s) of</p>	<p>Advice to tenderers about assessment of EMSTF’s (Electrical and Mechanical Services Trading Fund) offer (see SPR</p>

Clause	Remarks/Guidelines
<p>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>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>The Electrical and Mechanical Services Trading Fund 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>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>
<p>(l) 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 SCC [][#], then the tender price for that Section shall be discarded and the net tender value shall be taken for the purposes of tender evaluation.</p>	<p>[#] Insert the relevant clause number of the SCC clause on Section Subject to Excision.</p> <p>NTT(l) to be included in the Notes to Tenderers when SCC [] on Section Subject to Excision is incorporated.</p> <p>DEVB memo ref. (02B2H-01-5) in DEVB(W) 510/10/01 dated 9.3.2011</p>

Clause	Remarks/Guidelines
	<p>promulgating the SCC is relevant.</p> <p>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.</p>
<p>(m) Tenderers shall note that part of the Works will take place in the vicinity of the MTR Kowloon-Canton Railway (Hong Kong) East Rail section, Tsim Sha Tsui Extension, Lok Ma Chau Spur Line and Ma On Shan Rail section and that the Contractor shall be required to complete and return to the MTRCL an indemnity form and a letter of undertaking in accordance with Clause [xx] of the Particular Specification before being permitted to enter the railway zone.</p>	<p>Advice to tenderers about the requirements to complete the MTRCL's "Indemnity Form" and "Letter of Undertaking" for works within or adjacent to the MTR Kowloon-Canton Railway (Hong Kong) section, Tsim Sha Tsui Extension, Lok Ma Chau Spur Line and Ma On Shan Rail section boundaries.</p> <p>[xx] Insert clause number.</p> <p>Ref: ETWB TCW No. 2/2005</p>
<p>(n) Tenderers may submit tenders in traditional hard copy format or partly in electronic format in accordance with Clause 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>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 [&]^{##}.</p>	<p>Advice to tenderers about electronic submission of tender returns in removable media.</p> <p>Note:</p> <p>[&] Insert the appropriate number.</p> <p>^{##} The requirements have been set out in Appendix 4 of ETWB TCW No. 11/2005.</p> <p>Ref: ETWB TCW No. 11/2005</p>
<p>(o) Tenderers should note the Special Conditions of Contract and 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</p>	<p>Advice to tenderers about enhanced site cleanliness and tidiness</p> <p>Ref: DEVB TC(W) No. 8/2010.</p>

Clause	Remarks/Guidelines
<p>Quantities/Schedule of Rates for the cleaning and tidying up work of the Site, including Public Cleaning Areas which are required for cleaning solely by the Contractor and have to be maintained open to the general public throughout the construction period. The Particular Specification shall be strictly enforced by the *Architect / Engineer / Maintenance Surveyor.</p> <p>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 *Architect / Engineer / Maintenance Surveyor 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>* delete as appropriate.</p>
<p>(p) Tenderers should note that this Contract includes the Particular Specification on Site Safety Cycle and the provision of welfare facilities for workers at construction sites. Tenderers should also note the Particular Preamble for the provision of hard-paved area for the Pre-work Activities of Site Safety Cycle</p>	<p>Advice to tenderers about requirements for the implementation of Site Safety Cycle and the provisions of welfare facilities for worker.</p> <p>Ref: WBTC No. 30/2002.</p>

Clause	Remarks/Guidelines
and the provision of welfare facilities for workers under the Preliminary Item “Temporary Accommodation for the Contractor” [or “Contractor’s Site Accommodation in the Preliminaries” as appropriate].	
(q) Not used	
<p>(r) (a) The tenderer’s attention is drawn to the constraints on the *Engineer’s/Architect’s/ Maintenance Surveyor’s powers set out in the Appendix to the Form of Tender.</p> <p>(b) In addition to the above constraints, the *Engineer/Architect/Maintenance Surveyor #[or, as the case may be, the Surveyor] is also required under the terms of his appointment by the Employer to:</p> <p>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;</p> <p>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;</p> <p>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/Maintenance Surveyor reaches a decision; and</p> <p>iv) report to the Employer all delays to the</p>	<p>Standard constraints on the power of the *Engineer/Architect/Maintenance Surveyor and the Surveyor</p> <p>Ref: 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 as appropriate.</p> <p># for use with the GCC for Building Works, 1999</p>

Clause	Remarks/Guidelines
<p>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 Employer to provide his view of the matter before the *Engineer/Architect/Maintenance Surveyor reaches a decision.</p> <p>v)</p>	<p>[add any constraints as necessary and specified in the consultancy agreements other than the above.]</p>
(s) Not used.	
(t) Where the tenderer is involved in any of the inappropriate conducts as described in paragraph 5.13.1 of the Contractor Management Handbook – Revision B and which gives rise to reasonable suspicions as to his capability or integrity, regulating action may be taken against the tenderer in accordance with the terms thereof.	Advice to tenderers about regulating actions for withdrawal of tenders within the Tender Validity Period.
(u) Not used.	
<p>(v) Tenderers’ attention is drawn to Special Conditions of Contract Clause [xx] 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 style="text-align: center;"><i>(provide list here)</i></p> <p>Tenderers shall note that the above list is not exhaustive and is given for the tenderers’</p>	<p>Proof of plant ownership Ref. ETWB TCW No. 9/2004.</p> <p>* Delete as appropriate.</p> <p># 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>

Clause	Remarks/Guidelines								
<p>reference only. The above list shall not form part of the Contract. The Engineer/Architect/Maintenance Surveyor* may, in accordance with Special Condition of Contract Clause [xx], 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.][#]</p>	<p>[xx] Insert clause number.</p>								
(w) Not used.									
<p>(x) A programme for the purpose of conducting a net present value analysis in accordance with Note (h) of these Notes to Tenderers is included in the tender documents [<i>state appropriate location</i>]. This programme is for tender assessment use only and will not form part of the Contract.</p> <p>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 data-bbox="231 1400 829 1585"> <tr> <th data-bbox="231 1400 414 1433"><u>Calendar Year</u></th><th data-bbox="486 1400 829 1473"><u>Cashflow</u> <u>Discount Rate (per annum)</u></th></tr> <tr> <td data-bbox="231 1473 414 1507">[<i>Current year</i>]</td><td data-bbox="486 1473 829 1507"><i>x%</i></td></tr> <tr> <td data-bbox="231 1507 414 1541">[<i>Next 4 years</i>]</td><td data-bbox="486 1507 829 1541"><i>y%</i></td></tr> <tr> <td data-bbox="231 1541 414 1585">[<i>6th–10th year, if applicable</i>]</td><td data-bbox="486 1541 829 1585"><i>z%</i></td></tr> </table> <p>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>The Government makes no warranties,</p>	<u>Calendar Year</u>	<u>Cashflow</u> <u>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>Net present value (NPV) analysis.</p> <p>This is to be included for tenders with a tender price in conjunction with NTT (h)(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 NPV analysis.</p> <p>The cashflow discount rate/rates shall be based on the real discount rate (i.e. a%) for contracts subject to price fluctuation adjustment or the nominal discount rates (i.e. x%, y% and z%) for contracts not subject to price fluctuation adjustment, 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>
<u>Calendar Year</u>	<u>Cashflow</u> <u>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>								

Clause	Remarks/Guidelines
<p>representations or statements (whether express or implied) of any kind whatsoever in relation to the programme and the cashflow discount *[rate/rates] 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>	<p>*[] - Works departments should include the former for contracts subject to price fluctuation adjustment and the latter for contracts not subject to price fluctuation adjustment, and delete the one which is not applicable accordingly.</p> <p>⁺ The tender invitation is not published where prequalified tendering or single/restricted tendering is adopted.</p> <p>Ref: DEVB memo ref. DEVB(W) 545/17/01 dated 19.4.2010</p>
<p>(y) The unauthorised disposal of construction and demolition (C&D) materials from the Site to any place other than that designated in the Contract or approved or directed by the *Architect / Engineer / Maintenance Surveyor is forbidden. The tenderer shall refer to the relevant part of the Particular Specification for detailed requirements on dealing with disposal of C&D materials. Failure to observe the requirements will result in regulating action. The tenderer is referred to the DEVB TC(W) No. 6/2010 on the “Trip Ticket System for Disposal of Construction and Demolition Materials”.</p>	<p>Trip Ticket System</p> <p>Ref: DEVB TCW No. 6/2010</p> <p>For use in tenders invited on or after 1.11.2010</p> <p>* Delete as appropriate.</p>
<p>(z) Tenderers should note that Systematic Risk Management in accordance with ETWB TCW No. 6/2005 and ETWB 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 without limitation those shown in the risk treatment plans attached in Appendix [].</p>	<p>Systematic Risk Management</p> <p>Ref: ETWB TCW No. 6/2005</p>

Clause	Remarks/Guidelines
<p>Tenderers should note that the list is not exhaustive and is given for the tenderers' reference only. The list does not in anyway release the Contractor from any of his obligations under the Contract. The list shall not form part of the Contract.</p>	
<p>(aa) Tenderers should note that the Waste Disposal (Charges for Disposal of Construction Waste) Regulation made under the Waste Disposal Ordinance Cap 354 has come into operation since 1 December 2005. Pursuant to Regulation 9, the Contractor who is awarded this contract should make an application to the Director of the Environmental Protection Department to establish a billing account within 21 days after being awarded the contract. The Contractor shall ensure that the billing account is used for paying any prescribed charge in respect of construction waste generated from the construction works under the contract. Non-compliance of these provisions are offences under the Regulation.</p>	<p>Waste Disposal (Charges for Disposal of Construction Waste) Regulation</p> <p>The notes are applicable to contracts with value \geq \$1M. Please contact the Departmental Representative for advice regarding those contracts with value < \$1M.</p> <p>Ref: DEVB memo ref. (00W45-01-9) in ETWB(W) 810/72/01 dated 21.11.2005</p>
<p>(ab) Tenderers should note the Special Conditions of Contract and the Particular Specification on "Environmental Management" and "Environmental Management Plan" for minimising nuisances and waste generation from the Works. In addition, tenderers should note that all Constructional Plant powered by diesel fuel working on this Contract must use ultra low sulphur diesel.</p>	<p>Environmental Management</p> <p>Ref: ETWB TCW No. 19/2005, with subsequent amendment in June 2006</p>
<p>(ac) Tenderers' attention is drawn to the Employer's intention to adopt non-binding post-award</p>	<p>Non-contractual Partnering</p>

Clause	Remarks/Guidelines
<p>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.</p>	<p>Ref: DEVB Practice Note on Adoption of Non-contractual Partnering in Public Works Contracts, June 2006</p> <p>Ref: DEVB memo ref. (013YR-01-4) in ETWB(W) 506/30/02 dated 8.6.2006</p> <p>The Practice Note is available in Appendix 5.28, Chapter 5 of the Project Administration Handbook.</p>
<p>(ad) Tenderers should note that the Particular Specification Clause [xx] 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 the Particular Specification Clause.</p>	<p>Tree Preservation</p> <p>[xx] Insert clause number.</p> <p>Ref: DEVB TCW No. 10/2013</p>
<p>(ae) Tenderers' attention is drawn to Special Conditions of Contract Clause [xx] 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 of the above.</p>	<p>Professional Indemnity Insurance</p> <p>[xx] Insert clause number.</p> <p>Ref: DEVB TCW No. 9/2007</p>
<p>(The following NTT clauses (af) to (ah) are related to Measures on Workers Wages for consultant administered contracts)</p>	<p>Ref: DEVB memo ref. (027RU-01-3) in DEVB(W) 510/17/01 dated 16.7.2010</p> <p>[xx], [zz] Insert clause numbers.</p> <p>[X] Insert Section no.</p>
<p>(af) Tenderers' attention is drawn to Special Conditions of Contract Clause [zz] requiring all Site Personnel engaged in the Contract to</p>	<p>Employing Site Personnel for the Contract and Payment of Site Personnel's Wages</p>

Clause	Remarks/Guidelines
<p>be employed under written employment contracts with either the Contractor or his sub-contractors (irrespective of the tiers) including *specialist sub-contractors and *Designated/Nominated Sub-contractors. 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 Personnel's Wages set out in Particular Specification Section [X]. In the event the Contractor or his sub-contractors including *specialist sub-contractors and *Designated/Nominated Sub-contractors fail to pay wages to their Site Personnel, the Employer may pay any wages in arrears to the Site Personnel and recover the same from any monies due to the Contractor under the Contract.</p>	<p>* Delete/modify as appropriate</p>
<p>(ag) The Tenderers' attention is drawn to Special Conditions of Contract Clause [xx] on the arrangements in the reimbursement of the Contractor's and sub-contractor's contribution to MPF.</p>	<p>Reimbursement of mandatory provident fund (MPF) contribution</p>
<p>(ah) Tenderers' attention is drawn to the new regulating actions introduced in the Contractor Management Handbook (CMH) on poor records of non-payment of wages to site <u>workers</u> by contractors. These are repeated here for ease of reference:-</p> <p>“CMH Section 5.1.3 – Circumstances which may lead to the taking of regulation actions, include, but are not limited to: -</p> <p>Add (xviii) – poor records on non-payment of workers' wages, including those of his sub-contractors. A “non-payment of</p>	<p>Regulating Actions on Poor Records of Non-payment of Wages to Site Workers by Contractors</p>

Clause	Remarks/Guidelines
<p>workers’ wages” record is defined as a claim filed in the office of the Labour Department and proof thereof is furnished to the satisfaction of the Commissioner for Labour, in which the Contractor or any of his sub-contractors, irrespective of tiers, is liable.</p> <p>CMH Section 5.2.3(c) – Circumstances warranting mandatory suspension from tendering in all categories (A time limit for review to be set in all cases but should not be longer than six months):-</p> <p>Add (vii) – poor records on non-payment of workers’ wages, including those of his sub-contractors. A “non-payment of workers’ wages” record is defined as a claim filed in the office of the Labour Department and proof thereof is furnished to the satisfaction of the Commissioner for Labour, in which the Contractor, or any of his sub-contractors, irrespective of tiers, is liable.</p>	
<p>(The following alternative NTT clauses (af) to (ai) related to Measures on Workers Wages are for in-house contracts)</p>	<p>Ref: DEVB memo ref. (027RU-01-3) in DEVB(W) 510/17/01 dated 16.7.2010</p> <p>[xx], [zz], [vv] Insert clause numbers.</p> <p>[X] Insert Section no.</p>
<p>(af) Tenderers’ attention is drawn to Special Conditions of Contract Clause [zz] requiring all Site Personnel engaged in the Contract to be employed under written employment contracts with either the Contractor or his sub-contractors (irrespective of the tiers) including *specialist sub-contractors and *Designated/Nominated Sub-contractors. Self-employed persons shall be subject to other requirements of the Contract. Tenderers’ attention is also drawn to the new</p>	<p>Employing Site Personnel for the Contract and Payment of Site Personnel’s Wages</p> <p>* Delete/modify as appropriate</p>

Clause	Remarks/Guidelines
<p>requirement and arrangement on Payment of Site Personnel's Wages set out in Particular Specification Section [X]. In the event the Contractor or his sub-contractors including *specialist sub-contractors and *Designated/ Nominated Sub-contractors fail to pay wages to their Site Personnel, the Employer may pay any wages in arrears to the Site Personnel and recover the same from any monies due to the Contractor under the Contract.</p>	
<p>(ag) The Tenderers' attention is drawn to Special Conditions of Contract Clause [xx] on the arrangements in the reimbursement of the Contractor's and sub-contractor's contribution to MPF.</p>	<p>Reimbursement of mandatory provident fund (MPF) contribution</p>
<p>(ah) Tenderers' attention is drawn to the new regulating actions introduced in the Contractor Management Handbook (CMH) on poor records of non-payment of wages to site workers by contractors. These are repeated here for ease of reference:-</p> <p>“CMH Section 5.1.3 – Circumstances which may lead to the taking of regulation actions, include, but are not limited to: -</p> <p>Add (xviii) – poor records on non-payment of workers' wages, including those of his sub-contractors. A “non-payment of workers' wages” record is defined as a claim filed in the office of the Labour Department and proof thereof is furnished to the satisfaction of the Commissioner for Labour, in which the Contractor or any of his sub-contractors,</p>	<p>Regulating Actions on Poor Records of Non-payment of Wages to Site Workers by Contractors</p>

Clause	Remarks/Guidelines
<p>irrespective of tiers, is liable.</p> <p>CMH Section 5.2.3(c) – Circumstances warranting mandatory suspension from tendering in all categories (A time limit for review to be set in all cases but should not be longer than six months):-</p> <p>Add (vii) – poor records on non-payment of workers’ wages, including those of his sub-contractors. A “non-payment of workers’ wages” record is defined as a claim filed in the office of the Labour Department and proof thereof is furnished to the satisfaction of the Commissioner for Labour, in which the Contractor, or any of his sub-contractors, irrespective of tiers, is liable.</p>	
<p>(ai) The Tenderers’ attention is drawn to Special Conditions of Contract Clause [vv] on reimbursement of Contractor’s actual payment and payment of Contractor’s associated expenses in providing Labour Relations Officers for the Contract. The Contractor shall be reimbursed the actual payment made to Labour Relations Officers as certified by the Engineer/Architect/Maintenance Surveyor* in accordance with General Conditions of Contract *Clause/Clauses [79 / 78 & 79 / 79A & 80A / 79B & 80B][#] and shall also be paid a percentage fee of the actual payment made to Labour Relations Officers as certified by the Engineer/Architect/Maintenance Surveyor in accordance with General Conditions of Contract *Clause/Clauses [79 / 78 & 79 / 79A & 80A / 79B & 80B][#] as the Contractor’s associated expenses in providing Labour Relations Officers. The rate of the percentage fee is as</p>	<p>Reimbursement of Contractor’s actual payment and payment of Contractor’s associated expenses in providing Labour Relations Officers</p> <p>* Delete as appropriate</p> <p># Adopt the clause number(s) or descriptions within square brackets for the version of GCC used.</p>

Clause	Remarks/Guidelines
<p>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 Labour Relations Officers.</p>	
<p>(aj) The Tenderers' attention is drawn to the provisions under Special Conditions of Contract Clause [X] which impose certain restrictions on sub-contracting.</p>	<p>Limiting the Tiers of Sub-contracting</p> <p>To notify tenderers of the SCC clause promulgated in DEVB memos ref. (01TC9-01-5) in DEVB(W) 510/17/01 dated 17.7.2008 and ref (027RU-01-3) in DEVB(W) 510/17/01 dated 16.7.2010</p>
<p>(ak) Tenderers' attention is drawn to 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 Environmental Impact Assessment Ordinance (Cap. 499), and the Hazardous Chemicals Control Ordinance (Cap. 595). The statement need take no special form.</p>	<p>Regulating Action against Contractors for Occurrence of a Serious Incident or Conviction for Site Safety or Environmental Offences</p> <p>Ref: DEVB TCW No. 3/2009</p>
<p>(al) (i) Tenderers' attention is drawn to Particular</p>	<p>Mechanical Dump Truck Covers</p>

Clause	Remarks/Guidelines
<p>Specification Clause [] on mechanical dump truck covers.</p> <p>(ii) Tenderers should note that there are no separate items in the *Bills of Quantities/Schedule of Rates for measurement of use of mechanical dump truck covers 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/Schedule of Rates shall cover, inter alia, provision of mechanical covers for dump trucks.</p>	<p>Ref: DEVB memo ref. DEVB(W) 810/83/09 dated 24.9.2010</p> <p>For use in capital works contracts with Pay for Safety and Environment Scheme and term contracts with Pay for Safety Scheme to be tendered on or after 1 November 2010.</p>
<p>(am) Tenderers' attention is drawn to the anti-collusion provisions in GCT 26.</p>	<p>DEVB memo ref. (02B6J-01-6) in DEVB(W) 510/10/01 dated 24.3.2011</p>
<p>(an) Tenderers should note Special Conditions of Contract Clause [] and Particular Specification Section [] on “Uniform and Associated Facilities*”. A separate pre-priced item is stipulated in the <i>Bills of Quantities/Schedule of Rates*</i> for the provision of uniform to Contractor's Site Personnel (as defined in Special Conditions of Contract Clause []) and self-employed workers. Monthly audit(s) will be conducted to determine the Non-compliance Rate for Uniform in accordance with the Particular Specification and the monthly instalment payments for the pre-priced item will be subject to adjustment based on the Non-compliance Rate for Uniform in accordance with Special Conditions of Contract Clause []</p>	<p>DEVB memo ref. DEVB(Trg) 133/3 (7) dated 11.5.2011</p>

Clause	Remarks/Guidelines
(ao) Tenderers' attention is drawn to Special Conditions of Tender Clause [] on "Reduction of Contingency Sum".	<p>This is to be used where the Special Condition of Tender on "Reduction of Contingency Sum" is included.</p> <p>DEVB memo ref. DEVB(W) 546/70/01 dated 8.8.2011</p>
(ap) Tenderers' attention is drawn to Special Conditions of Contract Clause [X] on the implementation of the Contractor Cooperative Training Scheme (CCTS), requiring the employment and training of CCTS Trainees in <i>building and civil work trades and CCTS Trainees in electrical and mechanical work trades,/building and civil work trades,/electrical and mechanical work trades,*</i> and the employment of CCTS Graduates.	<p>Advice to tenderers about requirements for the implementation of Mandatory Contractor Cooperative Training Scheme (CCTS)</p> <p>DEVB memos ref. DEVB(Trg) 133/4 (9) dated 5.8.2013 and 16.8.2013.</p> <p>*delete as appropriate</p>
(aq) Tenderers' attention is drawn to Special Conditions of Contract Clause [X] 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 Special Conditions of Contract Clause [X] shall be counted towards the said minimum total number.	<p>DEVB memo ref. DEVB(Trg) 133/4 (9) dated 7.12.2012.</p> <p>*delete as appropriate</p>

Clause	Remarks/Guidelines
<p>(ar) 1, The Contract incorporates the Dispute Resolution Advisor System all as stipulated in the Special Condition of Contract [A].</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.</p> <p>DRA system shall be adopted in all capital engineering works contracts subject to the following selection criteria:</p> <p>(a) Civil and E&M engineering capital works contracts with estimated contract sums exceeding \$500M, except for those contracts which are of routine nature and primarily straightforward. Approval for exemption could be given by an officer of not lower than D2 level of the procuring Works Department; and</p> <p>(b) Works Departments should also consider adopting the System in Civil and E&M engineering capital works contracts with estimated contract sums not exceeding \$500M, taking into account the complexity of the works. In this regard, the decisions and justifications as to whether or not the System is adopted in these contracts should be properly documented and endorsed by officers of not lower than D2 level of the procuring Works Departments.</p>
<p>(as) 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 the Special Conditions of Contract</p>	<p>DEVB memo ref. (02LSV-01-1) in DEVB(W) 516/70/03 dated 22.11.2013.</p> <p>(*Delete as appropriate.)</p> <p>(**Amend as appropriate.)</p> <p>(# Insert as appropriate.)</p>

Clause	Remarks/Guidelines
<p>Clause SCC # “Pay for Safety Performance Merit Scheme (PFSPMS)”, Measurement Rules for the Performance-tied Payment Items of the PFSPMS and Schedule of Performance-tied Payment Items of the PFSPMS in Appendix # to the Special Conditions of Contract and the Particular Specification (PS) Clause # of “Particular Specification for Site Safety”** for the operation of the PFSPMS.</p>	
<p>(at) Tenderers should note that the Particular Specification Clause # requires the Contractor to assign worker(s) with relevant qualification to undertake tree pruning works involving the use of chainsaw</p>	<p>DEVB memo ref. (36) in L/M to DEVB(GLTM) 302/5/1 dated 17.12.2014. For works contracts to be invited on or after 1 April 2016. (# Insert as appropriate.)</p>
<p>(au) Tenderers should note Special Conditions of Contract Clause [insert as appropriate] on the use of non-road mobile machinery approved under the Air Pollution Control (Non-road Mobile Machinery) (Emission) Regulation.</p>	<p>DEVB TC(W) No. 1/2015 For capital works contracts with an estimated contract value exceeding \$200M to be invited on or after 1 June 2015.</p>

The following NTT clauses have either been transferred elsewhere or deleted as indicated:

Tender closing date	DELETED
Inspect drawings	DELETED (Already in GCT)
Probationary tenderers	Moved to GCT
Holding company and subsidiaries	DELETED (Already in GCT)
Conviction (Immigration Ordinance)	DELETED (Already in GCT)
Conviction (safety related ordinances)	DELETED (Now included in SCT)
Diesel hammers	DELETED (outdated)
Convictions (Employment Ordinance)	DELETED (Already in GCT)
PII	DELETED (outdated)
Marking scheme	This is now in Alternative (h)
Formula approach	This is now in (h)
Sub-contractor management plan	Deleted
Award to Trading Fund	Moved to SCT
Land (Miscellaneous Provisions) (Amendment) Ordinance 2003	Deleted
Voluntary Sub-contractor Registration Scheme	Deleted

Amendments made to the NTT Library since 18.8.2004

Date of amendment	Amendments made :
19.10.2004	Contents page – amendment sheet added.
19.10.2004	(a) PWTB address changed.
19.10.2004	(n) Clause reference of GCT corrected.
30.12.2010	General amendment and updating
30.12.2010	(n) Clause on electronic submission updated.
30.12.2010	(o) Enhanced Site Cleanliness and Tidiness – Daily Cleaning and Weekly Tidying
30.12.2010	(q) Clause on sub-contractor management plan updated.
30.12.2010	(t) Clause on regulating actions updated.
30.12.2010	(x) Clause on NPV amended.
30.12.2010	(y) Clause on trip ticket system added.
30.12.2010	(z) Clause on systematic risk management added.
30.12.2010	(aa) Clause on waste disposal added.
30.12.2010	(ab) Clause on environmental management added.
30.12.2010	(ac) Clause on non-contractual partnering added.
30.12.2010	(ad) Clause on tree-preservation added.
30.12.2010	(ae) Clause on professional indemnity insurance added.

30.12.2010	(af) to (ai) Clauses on measures on workers wages added.
30.12.2010	(aj) Clause on limiting the tiers of sub-contracting added
30.12.2010	(ak) Clause on action for occurrence/conviction for site safety and environmental offences added.
30.12.2010	(al) Clause on mechanical dump truck covers added.
12.4.2011	(l) Clause on section subject to excision updated.
31.5.2013	(a) Location of tender box changed.
31.5.2013	(h) NTT for formula approach updated.
31.5.2013	(h) NTT for marking scheme updated.
31.5.2013	(h) NTT for use in tenders which EMSTF is eligible to bid added.
31.5.2013	(am) Clause on anti-collusion added.
31.5.2013	(an) Clause on provision of uniform for site personnel added.
31.5.2013	(ao) Clause on employer's power to reduce contingency sum added.
31.5.2013	(ap) Clause on contractor cooperative training scheme added.
31.5.2013	(aq) Clause on mandatory employment of graduates of enhanced construction manpower training scheme added.
31.5.2013	(ar) Clause on adoption of Dispute Resolution Advisor System in Capital Engineering Works Contracts added.
20.3.2015	(a) Address of Government Secretariat Tender Box revised

20.3.2015	(h) NTT for formula approach updated.
20.3.2015	(h) NTT for marking scheme updated.
20.3.2015	(h) NTT for use in tenders which EMSTF is eligible to bid updated.
20.3.2015	(k) NTT for Assessment of EMSTF offers updated
20.3.2015	(ad) Tree-preservation updated.
20.3.2015	(ap) Contractor Cooperative Training Scheme (CCTS) updated.
20.3.2015	(as) Clause on Pay for Safety Performance Merit Scheme added.
20.3.2015	(at) Clause on Tree pruning works added.
20.3.2015	(au) Clause on Use of non-road mobile machinery approved under the Air Pollution Control (Non-road Mobile Machinery) (Emission) Regulation added.