

NOTES TO TENDERERS

**(The notes are for the tenderer's information and guidance only
and shall not form part of the Contract.)**

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Appendices to Notes to Tenderers

- Appendix 'NTT.A' – Check list for tenders deposited in the Government Secretariat Tender Box
- Appendix 'NTT.B' – Formula Approach in tender evaluation
- Appendix 'NTT.C' – Programme for Net Present Value Analysis

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- (a) The tender box is located on the Ground Floor, East Wing, Central Government Offices, 2 Tim Mei Avenue, Tamar, Hong Kong.
- (b) (Not used)
- (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 following officers: -
- | | | |
|--------------------|---|---------------------------------------------------------------------------------------------------------|
| Surveyor Designate | : | Chief Quantity Surveyor/3 – Mr. Rocky Fok Man Kwong |
| Telephone number | : | 2867 4023 |
| Fax number | : | 2524 7847 |
| Address | : | Architectural Services Department
34/F., Queensway Government Offices,
66 Queensway,
Hong Kong |
| Contact Person | : | Mr. Larry Kwan, QS/QSB/1(1) |
| Telephone number | : | 2867 4165 |
| Fax number | : | 2524 7847 |
- (d) A check list for tenders is provided at Appendix 'NTT.A' to these notes to tenderers.
- (e) Documents of unsuccessful tenderers may be destroyed three years after the date the contract has been awarded.
- (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.
- (g) This is a lump sum contract. The General Conditions of Contract to be used are the Government of the Hong Kong Special Administrative Region General Conditions of Contract for Building Works (1999 Edition) with Special Conditions of Contract (if any). Those items in the Schedule of Rates that are subject to remeasurement are stated as being measured "provisional".

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- (h) Tenders will be evaluated in accordance with the formula approach set out in Appendix 'NTT.B' to these notes to tenderers. Tenderers should note ETWB TC(W) 8/2004 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:-
- (i) The overall score;
 - (ii) The effect of incident of payments by discounting future payments to obtain the present values if the tendered prices/overall marks are very close;
 - (iii) The effect of exceptionally high or low priced items; and
 - (iv) The tenderer's capability (financial, commercial and technical) in undertaking the contract. For the avoidance of doubt, matters such as bankruptcy, false declaration, lack of integrity, and acts of dishonesty, the latest available information and reports reflecting serious shortfall in performance and the latest available information and reports relating to serious safety or environmental incidents may be taken into account in determining whether a tenderer is fully capable of undertaking the contract.
- (i) Tenders will be opened by the tender opening team of the Central Tender Board at 12 noon on the date set for the close of tender or, if this has been extended, the extended date at Ground Floor, East Wing, Central Government Offices, 2 Tim Mei Avenue, Tamar, Hong Kong.
- (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. 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.

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.

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(k) (Not used)

(l) (Not used)

(m) (Not used)

(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.

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 'GCT.A' to the General Conditions of Tender.

(o) (a) The tenderer's attention is drawn to the constraints on the Architect's powers set out in the Appendix to the Form of Tender.

(b) In addition to the above constraints, the Architect or, as the case may be, the Surveyor is also required under the terms of his appointment by the Employer to:

(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 Surveyor 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 Employer to provide his view of the matter before the Architect reaches a decision.

(p) (Not used)

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- (q) 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.
- (r) Tenderers' attention is drawn to Special Conditions of Contract Clause SCC57 on Hire and Hire-purchase Constructional Plant.
- (s) Tenderers' attention is drawn to the Special Condition of Contract Clause SCC85 requiring the engagement of sub-contractors who are registered under the respective trades available in the Primary Register of the Voluntary Sub-contractor Registration Scheme.
- (t) 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 Appendix 'NTT.C' to these Notes to Tenderers. This programme is for tender assessment only and will not form part of the Contract.

The cashflow discount rate to be used for the aforesaid net present value analysis shall be 4% per annum.

The cashflow discount rate provided herein is for tender assessment only and will not form part of the Contract. The cashflow discount rate shall not be taken as the economic forecasts by the Government.

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 rate 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.

- (u) Tenderers may request additional copies of tender drawings in electronic format to be supplied for the purpose of preparing the tender. The following charges shall apply to the supply of electronic drawings:
 - (a) Handling Charge
\$41 per drawing
 - (b) Material Charge

	<u>Material</u>	<u>Unit Charge</u> <u>(HK\$)</u>
(i)	1.44MB Floppy disc	\$0.8
(ii)	700MB CD-ROM	\$1.0
(iii)	4.7GB DVD+/-R	\$1.5

Tenderers should note that the use of electronic drawings will be subject to certain terms and conditions. Tenderers shall be required to confirm acceptance of such terms and conditions in writing prior to the electronic drawings being issued.

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- (v) 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 by the Architect 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".

- (w) (Not used)

- (x) 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 on 1 December 2005. Pursuant to Section 9 of the Regulation, 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.

- (y) Tenderers' attention is drawn to Special Conditions of Contract Clause SCC94 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 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 'PS.G13'. In the event the Contractor or his sub-contractors including Specialist Sub-contractors and 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.

- (z) The Tenderers' attention is drawn to the provisions under Special Conditions of Contract Clause SCC95 which impose certain restrictions on sub-contracting for different components of the Works and selected trades.

- (aa) The Tenderers' attention is drawn to Special Conditions of Contract Clause SCC93 on the arrangements in the reimbursement of the Contractor's and sub-contractor's contribution to MPF.

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- (ab) Tenderers' attention is drawn to the new regulating actions introduced in the Contractors' Management Handbook (CMH) on poor records of non-payment of wages to site workers by contractors. These are repeated here for ease of reference:-

“CMH Section 5.1.3 – Circumstances which may lead to the taking of regulation actions, include, but are not limited to: -

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, irrespective of tiers, is liable.

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):-

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.”

- (ac) Tenderers should note that the 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 have attended relevant training course as required under the Specification.
- (ad) (Not used)
- (ae) (Not used)
- (af) (Not used)
- (ag) (Not used)

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- (ah) 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 Annex III to the Summary of Tender 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.

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 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.

- (ai) Tenderers' attention is drawn to Particular Specification 'PS.G03' on mechanical dump truck covers.

Tenderers should note that there are no separate items in the Schedule of Rates for measurement of use of mechanical dump truck covers and that, in line with the General Regulations to the Schedule of Rates, the rates in the Schedule of Rates shall cover, inter alia, provision of mechanical covers for dump trucks.

- (aj) Tenderers' attention is drawn to the anti-collusion provisions in General Conditions of Tender Clause GCT 26.

- (ak) Tenderers should note Special Conditions of Contract SCC107 and Particular Specification PS.G19 on "Uniform". A separate pre-priced item is stipulated in the Specification Preliminaries for the provision of uniform to Contractor's Site Personnel (as defined in Special Conditions of Contract Clause SCC3A) and self-employed workers. Monthly audit(s) will be conducted to determine the Non-compliance Rate for Uniform in accordance with Particular Specification PS.G19 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 SCC107.