

APPENDICES TO
GENERAL CONDITIONS OF TENDER

APPENDIX 'GCT.A'

Requirements for Tender Submission in Electronic Format

Requirements for Tender Submission in Electronic Format

The following requirements apply if the tender submission is made in electronic format in accordance with Clause GCT 4 of the General Conditions of Tender (GCT).

1. In this Appendix, unless the context otherwise requires-
 - (a) "CD-ROM" means write once CD-ROM media complying with ISO 9660 standard.
 - (b) "Editable File" means an electronic file which is stored in file formats that are editable using mainstream computer applications for office automation and computer-aided drafting.
 - (c) "Image File" means an electronic file which is stored in file formats that capture the printed image of the document.
 - (d) "Electronic Submission Package" (or "ESP") means the collection of the following files hosted in a CD-ROM:-
 - (i) all electronic files forming part of the tender return submitted by a tenderer; and
 - (ii) supporting files containing information on using the files in Clause 1(d)(i) above.
 - (e) "Organizational e-Cert" means a digital certificate issued under the name of an organization by a recognized certification authority as defined under Section 2 of the Electronic Transactions Ordinance (Cap. 553).
 - (f) "Tender Addendum" means a set of documents and its attachments in the form of hard copy or electronic files issued before the Tender Closing Date to amend the tender documents.
 - (g) "Tender Closing Date" means the date and time set for the return of the tender.
 - (h) "Tender Documents" means the documents in the form of hard copy or electronic files issued for the tendering of Works Contracts, including:-
 - (i) the invitation to submit tenders and other documents issued together with it; and
 - (ii) Tender Addenda.
2. ESP shall be submitted on write once type CD-ROMs and all CD-ROMs should be clearly labelled or marked to indicate the tender reference, the name of the tenderer, and the disk number if more than one CD-ROM is submitted. Each CD-ROM shall have a "README.rtf" file in the root directory prepared in Rich Text Format and digitally signed. This file shall contain at least the following information:
 - (a) general guidance on the use of the electronic files in the ESP (e.g. the file naming convention, directory structure of the CD-ROM software name and version for viewing the file);
 - (b) a list of all documents submitted in the ESP with the following information-
 - (i) brief description of the contents of the document; and
 - (ii) disk number (if the submission contains more than one CD-ROM) and filename with full path information for the Editable File and/or the Image File.

Requirements for Tender Submission in Electronic Format

- (c) information on the proper setting for viewing, editing, and printing the electronic files, including, without limitations-
 - (i) the printer to be used for printing the files;
 - (ii) the paper sizes;
 - (iii) requirements for special fonts; and
 - (iv) any special printing instructions (e.g. the adjustment settings such as “Shrink oversized pages to paper size”, “Expand small pages to paper size”, etc. when printing PDF files).
- 3. ESP for the tender shall be submitted in two copies such that one copy of the ESP shall be clearly stamped "ORIGINAL" and the copy of the ORIGINAL ESP shall be clearly stamped "COPY" respectively on the CD-ROM labels.
- 4. Tenderers shall only use the write once type CD-ROM media for the preparation of ESP. Re-writable media shall not be used. The CD-ROM shall be logically closed such that no subsequent change can be made to the ESP.
- 5. CD-ROM shall be properly packed and protected to avoid physical damage during the tender submission process.
- 6. The CD-ROMs and the electronic files of an ESP shall not contain any computer instructions, including but not limited to -
 - (a) computer viruses; and
 - (b) macros, scripts and fields that depend on the execution environment and the execution of which will cause changes to the electronic file itself or the information system displaying the electronic record.

Requirements for Tender Submission in Electronic Format

7. Tenderers shall submit documents in electronic form using the data formats stipulated as follows-

<i>Type of Document</i>	<i>Editable File Format</i>	<i>Image File Format</i>	<i>Remark</i>
Schedule of Rates	Excel 97	Not applicable	Please also read paragraphs 9 to 12 below.
Other Schedules	Excel 97	Adobe Acrobat	Please also read Note 1 and Note 2 below.
Text documents	Rich Text Format; or Word 97	Adobe Acrobat	Please also read Note 1 and Note 2 below.
Drawings	AutoCAD; Document Exchange Format (DXF); or Initial Graphic Exchange Standard (IGES)	Adobe Acrobat	Please also read Note 1 and Note 2 below.
Animation	Macromedia Flash Macromedia Shockwave Apple Quicktime	Not applicable	Please also read Note 2 below.
Video, movie	MPEG-1 (ISO 11172)	Not applicable	Only raw MPEG-1 file is accepted. File format in VCD/DVD video disc directory structure is not acceptable and will not be considered. Please also read Note 2 below.
Slide presentation	PowerPoint 97	Adobe Acrobat	Please also read Note 1 below.
Other types of documents, including scanned documents or scanned drawings	Not Applicable	TIFF or Adobe Acrobat	Please also read Note 2 below.

Note 1: If both types of format of a document are submitted inadvertently, only the Image File will be considered for evaluation.

Note 2: If more than one file format are specified, files need to be provided in one of the specified formats only.

Requirements for Tender Submission in Electronic Format

8. As the conversion of drawing files to Adobe Acrobat format may slightly distort the scale of the drawing elements, line scales in both horizontal and vertical directions should be included in drawings files to enable correction factors to be made to compensate for distortion.
9. For the avoidance of doubt, Schedule of Rates shall only be submitted in Editable File format, i.e. the Excel 97 format.
10. Tenderers shall prepare the electronic files for Schedule of Rates using the electronic files in Excel 97 format in the Tender Documents provided by the Employer. Tenderers shall not modify cells that are locked and protected, failing which shall constitute a qualified tender.
11. If the Tender Documents provided by the Employer does not contain the electronic files of Schedule of Rates in Excel 97 format, tenderers shall submit their Specification Preliminaries, Schedule of Rates and Summary of Tender in hard copy format using the hard copy Tender Documents supplied by the Employer.
12. Notwithstanding paragraph 6 above, the electronic files for Schedule of Rates may contain simple arithmetic for automatic calculation of the totals and sub-totals. However, any reference made in the arithmetic formula shall be within the same file and the automatic calculation shall not be dependent on other files.
13. File compression programs should not be used to compress files.
14. All electronic files in the ESP submitted under the tender shall be digitally signed in accordance with Section 2 of the Electronic Transactions Ordinance (Cap. 553) satisfying the requirements stipulated in Section 6 of that Ordinance. Organizational e-Cert issued under the name of the tenderer shall be used for the purpose of applying digital signatures. The Organizational e-Cert corresponding to the digital signatures must be valid as at the Tender Closing Date.

APPENDIX 'GCT.B'

**Financial Information Required to be Submitted
for Financial Assessment**

Financial Information Required to be Submitted for Financial Assessment

- (1) Contractors shall provide the following documents if they have NOT already been submitted to the Finance Section of Development Bureau before:
 - (a) the original or copies of annual unconsolidated financial statements for the last three accounting years audited and certified by certified public accountants;
 - (b) unconsolidated financial statements covering the period between the latest set of audited financial statements up to a date not earlier than 3 months before the date of submission;
 - (c) financial statements of Hong Kong Branch or Office covering period mentioned in (a) and (b) above, if the contractor is not incorporated in Hong Kong;
 - (d) a statement giving details of significant events which occurred after the year end date of the latest audited financial statements which would affect the contractor's financial position;
 - (e) a statement giving details of any off-balance sheet liabilities, including contingent liabilities, if not covered in the audited financial statements;
 - (f) a statement listing current or outstanding contracts in hand with total and outstanding contract sums, contract period and time required to complete the outstanding portion of the contract (An Architectural Services Department's standard form no. QS/TD.130 is provided at the end of this Appendix for this purpose.);
 - (g) bank letters or agreements on existing banking facilities such as term loans and overdraft; and
 - (h) any other additional financial information if considered necessary.

Copies of audited financial statements submitted under paragraph (a) and all documents under paragraphs (b) to (h) above shall be certified true and correct by independent auditors or directors of the company.

- (2) All statements submitted should be prepared in English or Chinese.
- (3) Audited financial statements include auditors' report, balance sheets, profit and loss accounts and cash flow statements together with relevant notes showing details of accounting policies, shareholders' fund, non-current assets and liabilities, investments, current assets and current liabilities.
- (4) The latest audited financial statements must be for a period ending no more than 18 months before the submission date.
- (5) In the case of a joint venture, financial and supplementary statements as mentioned under paragraph (1) above for each participant must be submitted.

RESTRICTED (TENDERS)

Tender for Contract No. : SS T320

Name of tenderer : _____

Statement of Current/Outstanding Contracts in Hand

Contract No.	Contract Title	Contractual Period (Maintenance Period excluded)		Contract Sum '\$'	Outstanding Balance of Contract '\$'	Time Required to Complete 'Months'
		From	To			
<u>Public Works</u> (including Hospital Authority)						
<u>Housing Authority</u>						
<u>Private Sector</u>						

Signed: _____

Person Authorised to sign
Government contracts on the
tenderer's behalf

Date: _____

Note: Each participant, or shareholder, as the case may be, of a joint venture is required to submit a separate statement.

APPENDIX 'GCT.C'

**Letter of Indemnity
(For Execution by Tenderers other than
Incorporated Joint Venture Company)**

**Letter of Indemnity
(For Execution by Tenders other than Incorporated Joint Venture Company)**

To : The Government of the Hong Kong Special Administrative Region
From : []
Date : []

Dear Sirs,

Letter of Indemnity for Contract No. SS T320

Contract Title: Construction of Local Open Space at Chung Yee Street, Kowloon City District

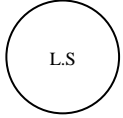
I/We refer to my/our Tender (“the Tender”) for the above Contract.

In consideration of your agreeing to consider the Tender I/we hereby irrevocably and unconditionally agree to indemnify you against all losses, liabilities, damages, costs, legal costs, professional and other expenses of any nature whatsoever which you have incurred or suffered as a result of the violation of General Condition of Tender Clause GCT 19(a) by me/us and/or any person authorized or licensed by me/us. [We agree that we shall be jointly and severally liable for our obligations under this letter of indemnity and all references to “we” shall take effect as references to all of us or any of us and the words “us” and “our” shall be construed accordingly.]⁺ I/We hereby represent that, with respect to my/our obligations, liabilities or any other matter under or arising out of or in connection with this letter of indemnity, neither I/we nor any of my/our properties or assets have, in the Hong Kong Special Administrative Region, or in any other jurisdiction, any right of immunity on the grounds of sovereignty or otherwise from any legal action, suit or proceedings; from the giving of relief in any legal action, suit or proceedings; from set-off or counterclaim; from the jurisdiction of any court, in the Hong Kong Special Administrative Region or in any other jurisdiction; from service of process upon us or any agent; from attachment prior to judgment in order to obtain satisfaction thereof; from attachment after judgment or from execution or any other process for the endorsement of any judgment or other legal process in any jurisdiction; and to the extent that I/We am/are or become entitled to any immunity as aforesaid, in the Hong Kong Special Administrative Region or in any other jurisdiction with respect to my/our obligations, liabilities or any other matter under or arising out of or in connection with this letter of indemnity, I/we hereby and will irrevocably and unconditionally waive and agree not to plead or claim any such immunity. I/We further consent to the giving of any relief in any legal action, suit or proceeding and to execution and or any other form of process for the enforcement of any judgment against me/us or my/our assets.

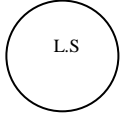
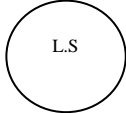
[We acknowledge that we comprise all the participants of (name of the Tenderer).]⁺

⁺ For use where the Tenderer is an unincorporated joint venture

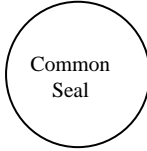
This letter of indemnity shall be governed by and construed in all respects according to the laws for the time being in force in the Hong Kong Special Administrative Region and I/we hereby submit to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

(1) *(a) SIGNED, SEALED and DELIVERED)
by [insert name of sole proprietor])
trading as [name of the firm])
in the presence of -)
) [Signature of the) 
) [sole proprietor]¹)
)
.....)
[Name])
[Occupation])
[Address])

or

*(b) SIGNED, SEALED and DELIVERED by)
[]² and)
[]²) [Signature of the) 
being the partners of the Contractor) [individual partner]¹)
in the presence of -)
)
) [Signature of the) 
.....) [individual partner]¹)
[Name])
[Occupation])
[Address])

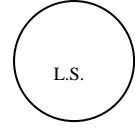
or

*(c) SEALED with the COMMON SEAL of)
[name of Contractor] and SIGNED by)
[] its [director(s) or)
director and secretary or person(s) authorized)
to sign the letter of indemnity by its board of) [Signature of the) 
directors]³) [director(s) etc]¹)
in the presence of -)
)
)
.....)
[Name])
[Occupation])
[Address])

or

*(d) SIGNED, SEALED and DELIVERED by)
[the Contractor] by [])
his/her/its⁴ attorney under power of attorney)
dated [])
in the presence of -)
)
)
.....)
[Name])
[Occupation])
[Address])

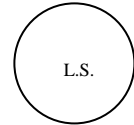
*[Signature of the
attorney]*¹



or

(e) SIGNED, SEALED and DELIVERED by)
[name of participant] being a participant of the)
[name of the unincorporated joint venture])
in the presence of -)
)
)
.....)
[Name])
[Occupation])
[Address])

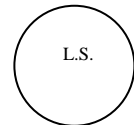
*[Signature of the
participant]*¹



or

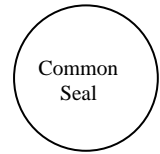
(f) SIGNED, SEALED and DELIVERED by)
[name of participant] being a participant of the)
[name of the unincorporated joint venture] by)
[], his/her/its⁴ attorney under power)
of attorney dated [])
in the presence of -)
)
)
.....)
[Name])
[Occupation])
[Address])

*[Signature of the
attorney]*¹



or

(g) SEALED with the COMMON SEAL of)
 [name of participant] being a participant of the)
 [name of the unincorporated joint venture] and)
 SIGNED by [] its [director(s))
 or director and secretary or person(s) authorized) *[Signature of the*
 to sign the letter of indemnity by its board of) *director(s) etc]*¹
 directors]³)
 in the presence of -)
)
)
)
)
 [Name])
 [Occupation])
 [Address])



(2) ditto 1

(3) ditto 2 et seq

- Note:**
- (a) *For use where an individual contractor is a sole proprietor.*
 - (b) *For use where an individual contractor is a partnership and all partners of a firm execute.*
 - (c) *For use where a contractor which is an incorporated company executes under its common seal.*
 - (d) *For use where a contractor, whether a firm or an incorporated company, executes through an attorney.*
 - (e) *For use where in the case of an unincorporated joint venture, an individual joint venture participant is a sole proprietor or is a partnership itself.*
 - (f) *For use where in the case of an unincorporated joint venture, an individual joint venture participant, whether a firm or an incorporated company, executes through an attorney.*
 - (g) *For use where in the case of an unincorporated joint venture, an individual joint venture participant which is an incorporated company executes under its common seal.*
- * *When preparing this document for signature, delete the inappropriate attestation clause options (a), (b), (c), (d), (e), (f) or (g), also delete the guidance wording, lettering and numbers against the remaining appropriate option.*

¹ The italic parts are not part of the execution clause. They are for guidance or information only.
² Insert name(s) of partners. Add more names if there are more partners.
³ Select the correct expression for use. If none is applicable, insert an appropriate expression.
⁴ Delete as appropriate.

All Guidance Notes above, in bold lettering, should be deleted when preparing this document for signature.

APPENDIX 'GCT.D'

**Letter of Indemnity
(For Execution by Tenderers being
an Incorporated Joint Venture Company)**

Letter of Indemnity
(For Execution by Tenderers being an Incorporated Joint Venture Company)

To : The Government of the Hong Kong Special Administrative Region
From : []
Date : []

Dear Sirs,

Letter of Indemnity for Contract No. SS T320

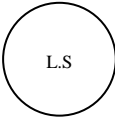
Contract Title: Construction of Local Open Space at Chung Yee Street, Kowloon City District

We refer to the Tender ("the Tender") submitted to you by [] ("the Tenderer"), for the above Contract.

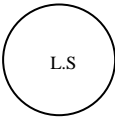
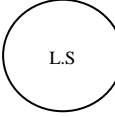
In consideration of your agreeing to consider the Tender we hereby irrevocably and unconditionally agree to indemnify you against all losses, liabilities, damages, costs, legal costs, professional and other expenses of any nature whatsoever which you have incurred or suffered as a result of the violation of General Condition of Tender Clause GCT 19 (a) by the Tenderer and/or any person authorized or licensed by the Tenderer. We agree that we shall be jointly and severally liable for our obligations under this letter of indemnity and all references to "we" shall take effect as references to all of us or any of us and the words "us" and "our" shall be construed accordingly. We hereby represent that, with respect to our obligations, liabilities or any other matter under or arising out of or in connection with this letter of indemnity, neither we nor any of our properties or assets have, in the Hong Kong Special Administrative Region, or in any other jurisdiction, any right of immunity on the grounds of sovereignty or otherwise from any legal action, suit or proceedings; from the giving of relief in any legal action, suit or proceedings; from set-off or counterclaim; from the jurisdiction of any court, in the Hong Kong Special Administrative Region or in any other jurisdiction; from service of process upon us or any agent; from attachment prior to judgment in order to obtain satisfaction thereof; from attachment after judgment or from execution or any other process for the endorsement of any judgment or other legal process in any jurisdiction; and to the extent that we are or become entitled to any immunity as aforesaid, in the Hong Kong Special Administrative Region or in any other jurisdiction with respect to our obligations, liabilities or any other matter under or arising out of or in connection with this letter of indemnity, we hereby and will irrevocably and unconditionally waive and agree not to plead or claim any such immunity. We further consent to the giving of any relief in any legal action, suit or proceeding and to execution and or any other form of process for the enforcement of any judgment against us or our assets.

We acknowledge that we comprise all the shareholders of (name of the Tenderer).

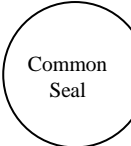
This letter of indemnity shall be governed by and construed in all respects according to the laws for the time being in force in the Hong Kong Special Administrative Region and we hereby submit to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region and irrevocably appoint the Tenderer to act as our duly appointed agent for the service of process at the address shown in the Tender.

(1) **(a)* SIGNED, SEALED and DELIVERED)
by [insert name of sole proprietor])
trading as [name of the firm])
in the presence of -)
) *[Signature of the*) 
) *sole proprietor]*¹)
.....)
[Name])
[Occupation])
[Address])

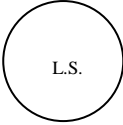
or

**(b)* SIGNED, SEALED and DELIVERED by)
[]² and)
[]²) *[Signature of the*) 
being the partners of the Contractor) *individual partner]*¹)
in the presence of -)
)
) *[Signature of the*) 
.....) *individual partner]*¹)
[Name])
[Occupation])
[Address])

or

**(c)* SEALED with the COMMON SEAL of)
[name of Contractor] and SIGNED by)
[] its [director(s) or)
director and secretary or person(s) authorized)
to sign the letter of indemnity by its board of)
directors]³) *[Signature of the*) 
in the presence of -) *director(s) etc]*¹)
)
)
.....)
[Name])
[Occupation])
[Address])

or

*(d) SIGNED, SEALED and DELIVERED by)
[the Contractor] by [])
his/her/its⁴ attorney under power of attorney)
dated []) *[Signature of the*
in the presence of -) *attorney]*¹ 
)
)
)
.....)
[Name])
[Occupation])
[Address])

- (2) ditto 1
- (3) ditto 2 et seq

- Note:*
- (a) *For use where an individual contractor is a sole proprietor.*
 - (b) *For use where an individual contractor is a partnership and all partners of a firm execute.*
 - (c) *For use where a contractor which is an incorporated company executes under its common seal.*
 - (d) *For use where a contractor, whether a firm or an incorporated company, executes through an attorney.*
- * *When preparing this document for signature, delete the inappropriate attestation clause options (a), (b), (c), or (d), also delete the guidance wording, lettering and numbers against the remaining appropriate option.*

¹ **The italic parts are not part of the execution clause. They are for guidance or information only.**
² **Insert name(s) of partners. Add more names if there are more partners.**
³ **Select the correct expression for use. If none is applicable, insert an appropriate expression.**
⁴ **Delete as appropriate.**

All Guidance Notes above, in bold lettering, should be deleted when preparing this document for signature.

APPENDIX 'GCT.E'

Letter of Anti-Collusion Undertaking

Letter of Anti-Collusion Undertaking

To: The Government of the Hong Kong Special Administrative Region (“Government”)
Date:

Dear Sir/Madam,

Contract No. SS T320

Construction of Local Open Space at Chung Yee Street, Kowloon City District

Letter of Anti-collusion Undertaking

*[I/We], [(Name of the tenderer) of (Address of the tenderer)],¹ refer to *[my/our] tender for the above Contract.

*[I/We] confirm that, before *[I/we] sign this letter, *[I/we] have read and fully understand this letter and the anti-collusion clause in General Conditions of Tender Clause 26.

*[I/We], represent and warrant that in relation to the tender for the above Contract:

- (i) *[I/We], other than the Excepted Communications referred to in the last paragraph of this letter, have not communicated and will not communicate to any person other than the Government the amount of the tender price or any part thereof until *[I/we] have been notified by the Government of the outcome of the tender exercise;
- (ii) *[I/We] have not fixed and will not fix the amount of the tender price or any part thereof by arrangement with any person;
- (iii) *[I/We] have not made and will not make any arrangement with any person as to whether *[I/we] or that other person will or will not submit a tender; and
- (iv) *[I/We] have not otherwise colluded and will not otherwise collude with any person in any manner whatsoever in the tendering process.

*[I/We] shall indemnify and keep indemnified the Government against all losses, damages, costs or expenses arising out of or in relation to any breach of any of the representations and/or warranties above, including but not limited to damages for delay, costs and expenses of re-tendering and other costs incurred.

In this letter, the expression “Excepted Communications” means *[my/our] communications in strict confidence with:

- (i) *[my/our] own insurers or brokers to obtain an insurance quotation for computation of tender price;
- (ii) *[my/our] consultants or sub-contractors to solicit their assistance in preparation of tender submission; and
- (iii) *[my/our] bankers in relation to financial resources for the Contract.

Signed for and on behalf of [**name of the tenderer**]
by [**name and position of the signatory**]²:

Name of Witness: _____

Signature of Witness: _____

Occupation: _____

[Guidance Notes:

* **Delete as appropriate.**

- 1. Where the tenderer comprises two or more persons or companies acting in partnership, joint venture or otherwise, this part in square brackets should be expanded to include the respective names and addresses of such persons or as the case may be companies.**

- 2. Where the tenderer comprises two or more persons or companies acting in partnership, joint venture or otherwise, all such persons or as the case may be companies must sign. The signatory for each of such persons or companies shall be a person authorized to sign Government contracts on behalf of that person or as the case may be company.]**

APPENDIX 'GCT.F'

Statement of Convictions (Immigration Ordinance)

Statement of Convictions (Immigration Ordinance)

RESTRICTED (TENDERS)

Tender for Contract No. SS T320

Construction of Local Open Space at Chung Yee Street, Kowloon City District

Name of tenderer: _____

During the last 12 months, this company has *no/the following/conviction(s) under the Immigration Ordinance, Cap. 115 for the offence of employing illegal workers or for having illegal workers on sites under our control.

	<u>Construction Site</u>	<u>#Offences</u>	<u>Date of Conviction</u>
(i)	Government		
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
(ii)	Private Sector		
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

Signed : _____

Person Authorised to sign
Government contracts on the
tenderer's behalf

Date : _____

* Delete as appropriate.

Insert "A" for the offence of employing illegal workers and "B" for the offence of having illegal workers on sites under your control.

Note : Each participant, or shareholder, as the case may be, of a joint venture is required to submit a separate statement.

APPENDIX 'GCT.G'

Statement of Convictions (Employment Ordinance)

