

APPENDICES TO
SPECIAL CONDITIONS OF TENDER

APPENDIX 'SCT.A'

Letter of Undertaking (For Unincorporated Joint Ventures)

Letter of Undertaking (For Unincorporated Joint Ventures)

To : The Government of the Hong Kong Special Administrative Region ("the Employer")

From : []

Date : []

Dear Sirs

Letter of Undertaking
Contract No. SS T320

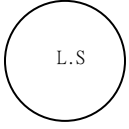
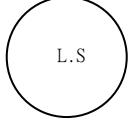
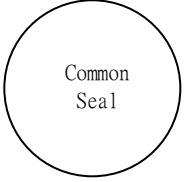
Contract Title : Construction of Local Open Space at Chung Yee Street, Kowloon City District

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 undertake not to make any changes to the percentage participation of each participant and the portion of the Works for which each participant is responsible as submitted in the tender. If changes are necessary for the reasons stated in the Contract, we undertake to notify and to obtain consent from the Employer in accordance with the Contract before these changes are made.

This letter of undertaking shall be governed by and construed in accordance with 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.

IN WITNESS WHEREOF this Undertaking has been executed as a deed by the participants of the tenderer on the date first above written.

- (a) #SIGNED, SEALED and DELIVERED)
 by [name of participant] being a participant of the)
 [name of the unincorporated joint venture] in the)
 presence of:) *[Signature of the*
) *participant]*** 
)
)
 [Name])
 [Occupation])
 [Address])
- (b) #SIGNED, SEALED and DELIVERED by)
 [name of a participant] being a participant of the)
 [name of the unincorporated joint venture])
 by [],) *[Signature of the*
 his/her/its* attorney under power of attorney) *attorney]*** 
 dated [])
 in the presence of:)
)
)
 [Name])
 [Occupation])
 [Address])
- (c) #SEALED with the COMMON SEAL of)
 [name of participant])
 being a participant of the [name of the)
 unincorporated joint venture] and)
 SIGNED by [] its) *[Signature(s) of the*
 [director(s) or director and secretary or) *directors etc]*** 
 person(s) authorized to sign the contract)
 by its board of directors])
 in the presence of:)
)
)
 [Name])
 [Occupation])
 [Address])

Notes: (for preparation of but not inclusion in the engrossment of this document)

- (a) For use where an individual joint venture participant is a sole proprietor or is a partnership itself.
- (b) For use where an individual joint venture participant, whether a firm or an incorporated company, executes through an attorney.
- (c) For use where an individual joint venture participant which is an incorporated company executes under its common seal.

- # Select the appropriate form or forms and REPEAT FOR EACH PARTICIPANT of the unincorporated joint venture.
- ** The italic parts are not part of the execution clause. They are for guidance or information only.
- * Delete as appropriate.

APPENDIX 'SCT.B'

Letter of Undertaking (For Incorporated Joint Ventures)

Letter of Undertaking (For Incorporated Joint Ventures)

To : The Government of the Hong Kong Special Administrative Region ("the Employer")

From : []

Date : []

Dear Sirs

Letter of Undertaking
Joint Venture Guarantee 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 undertake to duly execute and provide to you the joint venture guarantee in the form as set out in Appendix 'SCC.B' to the Special Conditions of Contract within 14 days of your letter of acceptance of the tender (if the tender is indeed accepted by you).

We hereby irrevocably and unconditionally agree to indemnify you against all losses, damages, costs and expenses you may incur or suffer as a result of our failing to abide by our above undertaking. We agree that we shall be jointly and severally liable for our obligations under this undertaking 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 undertaking, 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 undertaking, 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.

APPENDIX 'SCT.C'

List of Specialist Sub-contractors for Landscaping

List of Specialist Sub-contractors for Landscaping

1. The landscaping works shall be constructed by one of the contractors included in the current List of Approved Suppliers of Materials and Specialist Contractors for Public Works under the category of Landscaping Class I, Group II. The tenderer / contractor shall hold a tender exercise inviting tenders only from these contractors. The contractors listed in paragraph 2 below are provided for the convenience of the tenderer / contractor. This list is subject to change, and therefore the tenderer / contractor shall confirm with the Employer upon completion of the tender exercise that the Specialist Sub-contractor selected has not been suspended or removed from the List of Approved Suppliers of Materials and Specialist Contractors for Public Works under the category of Landscaping Class I, Group II.

<u>Name</u>	<u>Address</u>	<u>Tel</u>	<u>Fax</u>
<u>Group II (For works of unlimited value)</u>			
Asia Landscaping Limited	Flat A & C, 4/F., International Industrial Centre, 2-8 Kwei Tei Street, Fo Tan, Sha Tin, N.T.	2740 9315	2332 4587
Blakedown (Hong Kong) Limited	Flat B, 1/F., 20 San Sing Avenue, Sheung Shui, New Territories	2677 1993	2677 0637
Hong Kong Island Landscape Company Limited	Lin Tong Mei Village, Fan Kam Road, Sheung Shui, New Territories (Status : Probation)	2369 8367	2739 6201
Hong Kong Landscaping Company Limited	5A-B, Wah Hing Commercial Centre, 383 Shanghai Street, Kowloon	2388 6332	2385 7911
Melofield Nursery and Landscape Contractor	125 Ha Yau Tin Tusen, Yuen Long, New Territories (Status : Probation)	2572 0048	2573 9099
Oriental Landscapes Limited	Shop P402, Stage 4 Podium, Taikoo Shing, Quarry Bay, Hong Kong	2568 5129	2886 0826

2.	<u>Name</u>	<u>Address</u>	<u>Tel</u>	<u>Fax</u>
	<u>Group II (For works of unlimited value) (Cont'd)</u>			
	Pegasus Greenland Limited	Flat 818, 8/F., New Commerce Centre, 19 On Sum Street, Shatin, N.T.	2191 4308	2191 4012
	Tak Tai Enviroscope Limited	Unit A, 4/F., Dragon Industrial Building, 93 King Lam Street, Lai Chi Kok, Kowloon.	2686 1025	2637 3459
	Tarzan Landscape Contractors Limited	Rm. 601, 6/F., New Commerce Centre, 19 On Sum Street, Sha Tin, New Territories	2638 4809	2638 2905
	Toyo Greenland Company Limited	58, South Section, Wah Shan Village, Sheung Shui, N.T.	2639 9312	2377 2150
	Tung Kee Garden Horticulture Limited	500 Tai Hang, Tai Po, New Territories	2653 6797 2656 1609	2650 3808
	Wah On Garden Landscaping Limited	Room 3, 11/F., Wah Lai Industrial Centre, 10-14 Kwei Tei Street, Fotan, N.T.	2338 9020 2488 8545	2338 9261
	Wing Ho Yuen Landscaping Company Limited	Lot 866 DD 217, Tai Chung Hau Village, Sai Kung, Kowloon (Status : Probation)	2719 1313 2719 6116	2358 1668
	Yee Sun Garden Limited	Shop G903, Tung Hoi Mansion, 8 Taikoo Shing Road, Taikoo Shing, Hong Kong	2885 1855 2568 6505	2885 1911

APPENDIX 'SCT.D'

List of Selected Specialist Sub-contractors

RESTRICTED (TENDERS)

Tender for Contract No.: SS T320

Name of tenderer: _____

List of Selected Specialist Sub-contractors

We confirm that ALL contractors on the Lists of Specialist Contractors under Special Conditions of Tender Clause SCT14(a) have been invited to submit tenders and the selected Specialist Sub-contractor for each Specialist Sub-contract is as follows:

Specialist Sub-contract

#Selected Specialist Sub-contractor

Landscaping

Signed :

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

Date :

Note :

Only one name of Specialist Sub-contractor shall be inserted for each Specialist Sub-contract.

APPENDIX 'SCT.E'

**Special Conditions of Tender for Specialist
/ Domestic Sub-contract**

Special Conditions of Tender for Specialist / Domestic Sub-contract

1. Sub-contractor's Warranty

The tenderer shall, prior to entering into a Sub-contract with the Contractor, give an undertaking to provide to the Contractor a sub-contractor's warranty duly executed by the tenderer in the form appearing in Appendix hereto with only such amendments thereto as may have been previously approved by the Employer in writing in respect of the following :-

- (i) Roofing System

APPENDIX 'SCT.F'

**Special Conditions of Sub-contract for
Domestic Sub-contract**

Specialist / Domestic Sub-contract
Special Conditions of Sub-contract

- | | | |
|-------|---|-----------------------------|
| SCSC1 | <p>(1) The Sub-contractor shall comply with the Safety Plan defined in the Main Contract which may be revised and/or updated by the Contractor from time to time pursuant to the Special Conditions of the Main Contract Clause SCC49 in carrying out the obligations and responsibilities of the Sub-contract.</p> <p>(2) The Sub-contractor shall assist the Contractor in the preparation of the draft Safety Plan by submitting details of the following within 10 days of the acceptance of the Tender for the Main Contract and in any subsequent development, revision and updating of the Safety Plan:</p> <ul style="list-style-type: none">(a) the communication procedures to be established between:<ul style="list-style-type: none">(i) the labour force and his safety staff, and(ii) his safety staff and the safety staff of the Contractor;(b) the arrangements for a regular communication and reporting system between:<ul style="list-style-type: none">(i) his safety staff and his site agent, and(ii) his safety staff and the safety staff of the Contractor;(c) safety procedures complying with the contractual requirements of the Main Contract including the Safety Plan and statutory regulations;(d) the frequency, coverage and application of on-site accident prevention and safety management training which shall include the requirement that all workers and supervisory staff whether directly employed or not, shall attend a general safety induction training and a site specific induction training before they are allowed to commence work on the Site in accordance with Clause 3 of Part 1 of the Particular Specification 'PS.G08' of the Main Contract, and tool box talks including those on special topics to be arranged by him for workers under his employment;(e) the communication procedures to be adopted by his safety staff such that all persons on the Site will be kept fully informed of matters relating to safety and health throughout the construction period. | Construction
Site Safety |
|-------|---|-----------------------------|

SCSC1	<p>(3) "Safety Supervisor" shall have the same meaning as defined in the Factories and Industrial Undertakings (Safety Officers and Safety Supervisors) Regulations.</p> <p>(4) The Sub-contractor shall appoint the required number of Safety Supervisor(s) in accordance with Clause 6 of Part 1 of the Particular Specification 'PS.G08' of the Main Contract.</p> <p>(5) The Sub-contractor shall deliver a safety report prepared by his Safety Supervisor to the Contractor in a form to be prescribed by the Employer, not later than 7 days before the Site Safety meeting referred to at Sub-clause (8) below.</p> <p>(6) The Safety Supervisor shall have (at least) three years experience of similar construction work. He shall carry out the duties stipulated in the Factories and Industrial Undertakings (Safety Officers and Safety Supervisors) Regulations.</p> <p>(7) The Safety Supervisor shall attend or shall have attended an appropriate accident prevention course prior to his appointment under sub-clause (4) of this Clause. The Sub-contractor's management and supervisory staff shall also attend an accident prevention and safety management course. A copy of each attendance certificate shall be available on the Site for inspection by the Architect's Representative.</p> <p>(8) The Safety Supervisor shall attend the meeting of the Site Safety and Environmental Committee established pursuant to Clause 9 of Part 1 of the Particular Specification 'PS.G08' of the Main Contract.</p>	Construction Site Safety (Cont'd)
SCSC2	(Not used)	Equipment Schedule
SCSC3	<p>The Sub-contractor shall within 14 days of the date of the Contractor's acceptance of his tender, provide the Contractor with a sub-contractor's warranty duly executed by the Sub-contractor in the form attached hereto as Appendix SCC.A to the Special Conditions of Contract with only such amendments thereto as may have been previously approved by the Employer in writing in respect of the following:-</p> <p style="margin-left: 40px;">(i) Roofing System</p>	Sub-contractor's Warranty
SCSC4	Standard Form of Domestic Sub-Contract Clause 2.4 is amended by adding "or any part of the Sub-Contract Works" in line 2 between "Sub-Contract Works" and "without the previous written consent of the ".	General

SCSC5	(1)	The Sub-Contractor shall comply with the Environmental Management Plan defined in the Main Contract which may be revised and/or updated by the Contractor from time to time pursuant to the Main Contract Special Conditions Clause SCC70 in carrying out the obligations and responsibilities of the Sub-contract.	Environmental Management Plan
	(2)	The Sub-contractor shall assist the Contractor in the preparation of the draft Environmental Management Plan by submitting details of the construction and demolition material as specified in Particular Specification 'PS.G03' of the Main Contract within 10 days of the acceptance of the Tender for the Main Contract and in any subsequent development, revision and updating of the Environmental Management Plan.	
SCSC6	(1)	The Sub-Contractor shall comply with the Site Aspect Schedule defined in the Main Contract which may be revised and/or updated by the Contractor from time to time pursuant to the Main Contract Special Conditions Clause SCC71 in carrying out the obligations and responsibilities of the Sub-contract.	Site Aspect Schedule
	(2)	The Sub-contractor shall assist the Contractor in the preparation of the draft Site Aspect Schedule by submitting details of the pollution control measures as required in Particular Specification 'PS.G02' of the Main Contract within 10 days of acceptance of the Tender for the Main Contract and in any subsequent development, revision and updating of the Site Aspect Schedule.	
SCSC7		The Sub-contractor shall adopt measures in conformity with those adopted by the Main Contractor for the purpose of complying with requirements of new cable colour code as detailed under the heading of Conditions of Contract Clause 30 of Specification Preliminaries in the Main Contract.	New Colour Cable Code

APPENDIX 'SCT.G'

Confirmation of Awareness of Alternative Products or Materials

Confirmation of Awareness of Alternative Products or Materials

RESTRICTED (TENDERS)

Tender for Contract No.: SS T320

Name of tenderer: _____

Alternative Products or Materials

I have taken into account the contract provisions on alternative products or materials in my Tender and I confirm that ALL my sub-contractors and/or suppliers have been informed and reminded of the contract provisions on alternative products or materials when quotations are obtained from such sub-contractors and/or suppliers for compiling my Tender.

Signed: _____

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

Date: _____