

CONDITIONS OF TENDER

GENERAL CONDITIONS OF TENDER

GENERAL CONDITIONS OF TENDER

THE GOVERNMENT OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION

ARCHITECTURAL SERVICES DEPARTMENT

CONDITIONS OF TENDER

Part A - General Conditions of Tender

Index

GCT 1	Definitions
GCT 2	Documents issued
GCT 3	Relevant documents not issued
GCT 4	Submission of tender (Formula Approach)
GCT 5	Financial information
GCT 6	Unauthorised alterations
GCT 7	Discrepancies in the documents
GCT 8	Clarification of documents
GCT 9	Qualification of tender
GCT 10	Errors in tender submission
GCT 11	Correction rules for tender errors
GCT 12	Tenders in HK dollars
GCT 13	Tender negotiation
GCT 14	Erratic pricing
GCT 15	Tender addenda
GCT 16	Tender clarifications
GCT 17	Unreasonably low bids
GCT 18	Ground investigation information
GCT 19	Copyright
GCT 20	Management of sub-contractors
GCT 21	Submission of essential requirements
GCT 22	Contractors under suspension
GCT 23	Alternative tenders or designs uninvited
GCT 24	Offering gratuities
GCT 25	Submission of further information
GCT 26	Anti-collusion
GCT 27	Statement of convictions under the Immigration Ordinance (Cap. 115)
GCT 28	Statement of convictions under the Employment Ordinance (Cap. 57)
GCT 29	One tender only for holding companies or subsidiaries
GCT 30	Admission, promotion and confirmation to the List of Approved Contractors
GCT 31	Ethical commitment
GCT 32	Tender cost

GENERAL CONDITIONS OF TENDER (Cont'd)

Appendices

- GCT.A Requirements for tender submission in electronic format
- GCT.B Financial information required to be submitted for financial assessment
- GCT.C Letter of indemnity (for Execution by tenderers other than incorporated joint venture company)
- GCT.D Letter of indemnity (for Execution by tenderers being an incorporated joint venture company)
- GCT.E Letter of anti-collusion undertaking
- GCT.F Statement of Convictions (Immigration Ordinance)
- GCT.G Statement of Convictions (Employment Ordinance)

GENERAL CONDITIONS OF TENDER (Cont'd)

GCT 1 Definitions

- (1) For the purpose of these General Conditions of Tender and Special Conditions of Tender, words and expressions used throughout shall, except when the context otherwise requires, have the same meaning assigned to them under Clause 1(1) of the General Conditions of Contract. In addition, the following words and expressions shall have the meaning hereby assigned to them:
- (a) "Architect designate" means Arthur C. S. Kwok Architects & Associates Limited as follows:
- Arthur C. S. Kwok Architects & Associates Limited
Contact Person : Mr. Alfred Lai
Telephone Number : 2390 0411
Fax Number : 2789 8311
Address : 1401, 14/F, Argyle Centre I
688 Nathan Road, Mongkok,
Hong Kong
- (b) "Surveyor designate" means Chief Quantity Surveyor/3 of the Architectural Services Department, the current holder of the post is as follows:
- 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
- (c) "unincorporated joint venture", "participant", "incorporated joint venture" and "shareholder" shall bear the same meanings as those given in paragraph 6 of the Environment, Transport and Works Bureau Technical Circular (Works) No. 50/2002 on Contractors' Joint Venture.
- (d) "person" includes individual, corporation, partnership, firm and unincorporated body.
- (2) In these General Conditions of Tender and Special Conditions of Tender, except where the context otherwise requires, the singular shall include the plural and vice versa and any gender shall include all genders.

GENERAL CONDITIONS OF TENDER (Cont'd)

GCT 2 Documents issued

The following documents are issued to tenderers:

- (a) One copy of 'Booklet A' (in 1 volume) containing:
 - (i) These Conditions of Tender comprising the General Conditions of Tender and the Special Conditions of Tender,
 - (ii) Special Conditions of Contract, and
 - (iii) Particular Specification.
- (b) One copy of 'Booklet B' (in 1 volume) containing:
 - (i) Form of Tender,
 - (ii) Schedule of Rates (including the Specification Preliminaries, Proforma Schedule of Rates, Schedule of Provisional Quantities, Schedule of Prime Cost, Provisional and Contingency Sums and the Summary of Tender), and
 - (iii) Schedule of Proportions to be used in calculating the Price Fluctuation Factor.
- (c) One set of drawings as listed in Appendix 'PRE.A' to the Specification Preliminaries.
- (d) One set of the Electronic Dissemination Package (EDP) consisting of:
 - (i) Files containing the contents of the documents stated in sub-clauses (a), (b) and (c) above,
 - (ii) Soft copy of the ground investigation report
 - (iii) The Licence Conditions on using the files stated in (i) and (ii) of this sub-clause, and
 - (iv) Supporting files containing information on using the files in (i) and (ii) of this sub-clause.

GCT 3 Relevant documents not issued

The following documents are not issued to tenderers:

- (a) Standard documents, namely:
 - (i) General Specification,
 - (ii) General Conditions of Contract,
 - (iii) Nominated Sub-contract Conditions,
 - (iv) Construction Site Safety Manual (Chapter 3), and
 - (v) The Hong Kong International Arbitration Centre Domestic Arbitration Rules.

GENERAL CONDITIONS OF TENDER (Cont'd)

GCT 3 Relevant documents not issued (Cont'd)

The following documents are not issued to tenderers: (Cont'd)

(a) (Cont'd)

The documents referred to in (a) above may be inspected, by appointment, at the Surveyor designate's office during normal office hours.

The General Specification for Building 2007 Edition (Volumes 1 and 2) together with the Corrigendum Nos. GS 2007 – 01 and GS 2007 – 02 can also be viewed on the ArchSD internet website via the following pathways:

http://www.archsd.gov.hk/english/publications/publication_pdf/e86.pdf

http://www.archsd.gov.hk/english/publications/publication_pdf/ecorr174.pdf

- (b) The 'Index Numbers of the Costs of Labour and Materials used in Public Sector Construction Projects (April 2003 = 100)'. These and subsequent Index Figures are published in the Government of the Hong Kong Special Administrative Region Gazette.

GCT 4 Submission of tender (Formula Approach)

- (1) The following documents shall be enclosed in a sealed envelope addressed, endorsed and deposited as required by the Gazette Notification or Letter of Invitation to Tender or the Tender Notice:

- (a) One set of the documents referred to in Clause 2(b) above with:

- (i) The Form of Tender in hard copy format duly completed and signed.
- (ii) Schedule of Rates (including the Specification Preliminaries, Proforma Schedule of Rates, Schedule of Provisional Quantities, Schedule of Prime Cost, Provisional and Contingency Sums and the Summary of Tender) in either hard copy format or electronic format fully priced as to each item, extended, cast and totalled as appropriate.
- (iii) Column 3 in the Schedule of Proportions to be used in calculating the Price Fluctuation Factor completed and the Schedule of Proportions signed, in hard copy format.

- (b) (i) A copy each of the documents submitted under sub-clauses (1)(a)(i) and (1)(a)(iii) of this clause, in hard copy format.

- (ii) A copy in electronic format of the documents submitted under sub-clause (1)(a)(ii) of this clause, if the tender submission of these items are in electronic format (Refer to Clause 3 in Appendix GCT.A to the General Conditions of Tender.).

- (c) The submissions that are required by the General Conditions of Tender (GCT) and Special Conditions of Tender (SCT).

GENERAL CONDITIONS OF TENDER (Cont'd)

GCT 4 Submission of tender (Formula Approach) (Cont'd)

- (2) If a tenderer submitted the documents required under sub-clause (1)(a) of this Clause in electronic format as allowed thereunder but failed to submit the required copy under sub-clause (1)(b) of this Clause, the tender opening team shall make the required copy in electronic format on the tenderer's behalf. The tenderer may be asked to bear the cost of making the copy. The cost of duplication is currently set at \$41 per electronic file and the material charge at \$1.0 per CD-ROM.
- (3) If a tenderer submitted the documents required under sub-clause (1)(a) of this Clause in hard copy format as allowed or required thereunder but failed to submit the required copy under sub-clause (1)(b) of this Clause, the tender opening team shall make the required photocopies on the tenderer's behalf. The tenderer may be asked to bear the cost of making the photocopies. The cost of photocopying is currently set at \$7.0 per copied page, which cost also covers material.
- (4) If a tenderer elects to submit the priced Schedule of Rates (including the Specification Preliminaries, Proforma Schedule of Rates, Schedule of Provisional Quantities, Schedule of Prime Cost, Provisional and Contingency Sums and the Summary of Tender) in hard copy format and where a hard copy has been supplied by the Employer, he should price the Schedule of Rates (including the Specification Preliminaries, Proforma Schedule of Rates, Schedule of Provisional Quantities, Schedule of Prime Cost, Provisional and Contingency Sums and the Summary of Tender) on the hard copy supplied by the Employer. If a tenderer fails to do so, any extra cost incurred by the Employer in checking whether the printed descriptions or figures of the tender are identical to those in the hard copy supplied by the Employer is recoverable by the Employer as a debt. The tenderer whose tender has been so checked shall pay such cost if demanded by the Employer.
- (5) Where a document may be submitted in hard copy format or electronic format and if a tenderer makes two submissions for the same document, one in hard copy format and one in electronic format, the submission in hard copy format shall be discarded.
- (6) All submissions in electronic format shall comply with the requirements set out in Appendix GCT.A to these General Conditions of Tender.

GCT 5 Financial information

The tenderer shall, upon written request by the Surveyor designate issued in accordance with General Conditions of Tender Clause 25, submit to the Surveyor designate the financial information set out in Appendix GCT.B to these General Conditions of Tender. The information shall be used for tender assessment only and shall not form part of the Contract.

GCT 6 Unauthorised alterations

Any unauthorised alteration or erasure or obliteration to the text of the documents may cause the tender to be disqualified.

GENERAL CONDITIONS OF TENDER (Cont'd)

GCT 7 Discrepancies in the documents

The tenderer shall check the numbers of pages of all documents against page numbers given in summaries, and should he find any discrepancy or indistinctness, he must inform the Surveyor designate and have the same rectified.

GCT 8 Clarification of documents

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 Surveyor designate.

GCT 9 Qualification of tender

Any qualification of the tender may cause the tender to be disqualified.

GCT 10 Errors in tender submission

In the event of a tenderer discovering an error in his tender after it has been deposited, attention in writing may be drawn to the error and an amendment submitted which, provided that the amendment shall have been deposited before the time fixed for receipt of tenders, shall be accepted.

GCT 11 Correction rules for tender errors

Without prejudice to other General Conditions of Tender and Special Conditions of Tender, if errors and/or omissions are found in a tender during tender examination, such errors and/or omissions shall be dealt with in accordance with the principles and rules contained in Environment, Transport and works Bureau Technical Circular (Works) No. 41/2002.

GCT 12 Tenders in HK dollars

Unless otherwise provided, the tender shall be in Hong Kong dollars.

GCT 13 Tender negotiation

The Employer reserves the right to negotiate with any tenderer about the terms of the offer.

GENERAL CONDITIONS OF TENDER (Cont'd)

GCT 14 Erratic pricing

- (1) Without prejudice to the generality of the other General Conditions of Tender and Special Conditions of Tender, the Employer may regard a tender as not being the most advantageous, irrespective of whether or not it is the lowest tender or the tender with the highest overall score, if in the Employer's opinion:
 - (a) the Schedule of Rates of the tender have been priced erratically whether or not such erratic pricing is the result of the application of Environment, Transport and Works Bureau Technical Circular (Works) No. 41/2002; and
 - (b) the erratic pricing is such as to expose the Employer to an unacceptable level of financial risk.
- (2) For the purposes of this Clause, "erratic pricing" means the situation where an item or certain items in a Schedule of Rates are priced or structured in such a way as to suggest significant and unjustified:-
 - (a) inconsistency, irregularity or non-uniformity as compared with item or items of the same or similar nature in the same Schedule of Rates or another Schedule of Rates submitted by the same tenderer in the same tendering exercise; or
 - (b) deviation from prevailing market prices in respect of the same or similar item or items.

The expression "priced erratically" shall be construed accordingly.

- (3) In determining prevailing market price, the Employer may take into account the Surveyor designate's estimates, the average price of the same item in other tenders submitted for the same tendering exercise, and/or the price of the same or similar items in other tendering exercises after making adjustment for changes in price in accordance with inflation or deflation.

GCT 15 Tender addenda

Should the Employer require any amendments, clarifications, or adjustments to be made to the tender documents for the purpose of tendering, the Surveyor designate will issue to every tenderer numbered addenda giving full details of such amendments etc. and the tender documents shall be taken as having been amended, clarified or adjusted accordingly upon the issue of these addenda. The tenderer shall acknowledge receipt of these addenda.

GCT 16 Tender clarifications

The Employer will not consider any clarification or information submitted by a tenderer after close of tender irrespective of whether or not the clarification or information is submitted at the invitation of the Employer if such clarification or information would alter the tender in substance or give the tenderer an advantage over the other tenderers.

GENERAL CONDITIONS OF TENDER (Cont'd)

GCT 17 Unreasonably low bids

Without prejudice to the generality of other General Conditions of Tender and Special Conditions of Tender, the Employer may reject a tender which in the opinion of the Employer is unreasonably low in terms of price and may therefore affect the tenderer's capability to carry out and complete the Contract and/or deliver work of the quality required in accordance with the terms of the Contract.

GCT 18 Ground investigation information

- (a) A soft copy of the ground investigation report is included in the Electronic Dissemination Package (EDP) for the information of the tenderer. The attention of the tenderer is drawn to General Conditions of Contract Clause 13 with regard to inspection of the Site.
- (b) Neither the Employer nor his agents or representatives accept any responsibility whatsoever for the accuracy or sufficiency of any information provided under this Clause and the onus is on the tenderer to carry out at his own expense any further enquiries and investigations he requires for his own information.

GCT 19 Copyright

- (a) The documents, plans, drawings or other materials forming part of the tender documents shall only be used by a tenderer or any person authorized or licensed by the tenderer for the purpose of preparing his tender. All other rights in the aforesaid materials are reserved by the relevant copyright owners. The tenderer shall be liable to the Employer for breach of the foregoing by any such person as if the breach were committed by the tenderer.
- (b) The tenderer shall indemnify and keep indemnified the Employer against all losses, liabilities, damages, costs, legal costs, professional and other expenses of any nature whatsoever incurred or suffered by the Employer whether direct or consequential arising out of any disputes or other claims or proceedings against the Employer by any third party by reason of any breach of sub-clause (a) above by the tenderer or any person authorized or licensed by the tenderer. The tenderer shall, upon request by the Surveyor designate issued in accordance with General Conditions of Tender Clause 25, submit to the Surveyor designate a Letter of Indemnity in the form set out in Appendix GCT.C to these General Conditions of Tender duly executed by the tenderer, or where the tenderer is an incorporated joint venture, he shall submit a Letter of Indemnity in the form set out in Appendix GCT.D to these General Conditions of Tender duly executed by all the shareholders of the incorporated joint venture.

GENERAL CONDITIONS OF TENDER (Cont'd)

GCT 20 Management of sub-contractors

- (1) The tenderer shall, upon written request by the Surveyor designate issued in accordance with General Conditions of Tender Clause 25, submit to the Surveyor designate an outline Sub-contractor Management Plan (SMP) which shall contain information as required in the Guidelines on Scope and Contents of the Sub-contractor Management Plan at Appendix SCC.C to the Special Conditions of Contract. The outline SMP submitted shall not form part of the Contract.
- (2) For the purpose of this Clause and Appendix SCC.C to the Special Conditions of Contract, the term 'sub-contractor' means all types of sub-contractor including without limitation Nominated Sub-contractor and specialist sub-contractor.

GCT 21 Submission of essential requirements

Without prejudice to other General Conditions of Tender or Special Conditions of Tender providing for invalidating a tender submitted by a tenderer, the failure of a tenderer to submit with his tender any of the following on or before the original date set for the close of tender or, if this has been extended, the extended date shall render his tender invalid:

- (i) the Form of Tender required under GCT Clause 4(1)(a)(i),
- (ii) the Schedule of Rates (including the Specification Preliminaries, Proforma Schedule of Rates, Schedule of Provisional Quantities, Schedule of Prime Cost, Provisional and Contingency Sums and the Summary of Tender) required under GCT Clause 4(1)(a)(ii),
- (iii) the names of the selected Specialist Sub-contractor required under SCT Clause 14(a), and
- (iv) information required under SCT Clause 4 on joint venture, including: nomination of lead participant; proposed percentage participation, value (and portion) of work undertaken by each participant or shareholder; documentary evidence on past work experience.

GCT 22 Contractors under suspension

- (1) If the tenderer or, if the tenderer is a partnership or an unincorporated or incorporated joint venture, any participant of the partnership or unincorporated joint venture or shareholder of the incorporated joint venture is under suspension from tendering for any of the following category of public works, his tender will not be considered unless the suspension is lifted by the relevant works department or the Development Bureau by the date set for the close of tender, or if this has been extended, the extended date.

The category of public works is Buildings.

- (2) If the tenderer or, if the tenderer is a partnership or an unincorporated or incorporated joint venture, any participant of the partnership or unincorporated joint venture or shareholder of the incorporated joint venture is under voluntary suspension from tendering for any of the following category of public works at the date of tender invitation but subsequently revokes the voluntary suspension without agreement in writing from either the relevant works department or the Development Bureau, its tender will not be considered.

The category of public works is Buildings.

GENERAL CONDITIONS OF TENDER (Cont'd)

GCT 23 Alternative tenders or designs uninvited

Alternative tenders or designs for which no invitation has been made shall not be considered.

GCT 24 Offering gratuities

The tenderer shall not and shall ensure that his agents, consultants and employees shall not offer or give any advantage, gratuity, bonus, discount, bribe or loan of any sort to any agent or employee of the Employer or to the Architect designate and Surveyor designate or to any member of their staff. Any breach of or non-compliance with this Clause by the tenderer shall, without affecting the tenderer's liability for such breach or non-compliance, invalidate his tender.

GCT 25 Submission of further information

The tenderer shall upon written request by the Surveyor designate (which may be issued at any time after the tender closing date) submit to the Surveyor designate within 7 days of the date of issue of the written request or within reasonable time upon the written request the following documents:

- (a) Financial Information including Statement of All Current / Outstanding Contracts in hand as referred to in General Conditions of Tender Clause GCT 5;
- (b) Duly signed Letter of Indemnity as referred to in General Conditions of Tender Clause GCT 19;
- (c) Outline Sub-contractor Management Plan as referred to in General Conditions of Tender Clause GCT 20;
- (d) Duly signed letter as referred to in General Conditions of Tender Clause GCT 26 on Anti-collusion;
- (e) Duly signed Statement of Convictions under the Immigration Ordinance (Cap 115) as referred to in General Conditions of Tender Clause GCT 27 on Convictions under the Immigration Ordinance;
- (f) Duly signed Statement of Convictions under the Employment Ordinance (Cap. 57) as referred to in General Conditions of Tender Clause GCT 28 on Convictions under the Employment Ordinance;
- (g) Duly signed letter of undertaking for unincorporated joint venture or incorporated joint venture as referred to in Special Conditions of Tender Clause SCT 4;
- (h) ISO 9001:2000 Certificate and/or other submission as referred to in Special Conditions of Tender Clause SCT 6;
- (i) Outline Environmental Management Plan as referred to in Special Conditions of Tender Clause SCT 7;
- (j) Letter from selected Specialist Sub-contractor indicating the Specialist Sub-contractor's agreement to carry out the respective part of the Works for the tenderer should the Tender be accepted as referred to in Special Conditions of Tender Clause SCT 14; and
- (k) A statement of confirmation of awareness of alternative products or materials as referred to in Special Conditions of Tender Clause SCT 18.

Failure to comply with this Clause by the tenderer shall render his tender invalid.

GENERAL CONDITIONS OF TENDER (Cont'd)

GCT 26 Anti-collusion

- (1)
 - (a) Subject to sub-clause (2) of this Clause, the tenderer shall not communicate to any person other than the Employer the amount of the tender price or any part thereof until the tenderer is notified by the Employer of the outcome of the tender exercise.
 - (b) Further to paragraph (a) of this sub-clause, the tenderer shall not fix the amount of the tender price or any part thereof by arrangement with any other person, make any arrangement with any person about whether or not he or that other person will or will not submit a tender or otherwise collude with any person in any manner whatsoever in the tendering process.
 - (c) Any breach of or non-compliance with this sub-clause by the tenderer shall, without affecting the tenderer's liability for such breach or non-compliance, invalidate his tender.
- (2) Sub-clause (1)(a) of this Clause shall have no application to the tenderer's communications in strict confidence with:
 - (a) his own insurers or brokers to obtain an insurance quotation for computation of tender price;
 - (b) his consultants or sub-contractors to solicit their assistance in preparation of tender submission; and
 - (c) his bankers in relation to financial resources for the Contract.
- (3) The tenderer shall submit with his tender a duly signed and witnessed letter in the form set out in Appendix GCT.E to these General Conditions of Tender. The signatory to the letter shall be a person authorized to sign Government contracts on the tenderer's behalf.
- (4) The tenderer shall indemnify and keep indemnified the Employer against all losses, damages, costs or expenses arising out of or in relation to any breach of or non-compliance with sub-clause (1) of this Clause by the tenderer, including but not limited to additional costs due to price escalation, costs and expenses of re-tendering and other costs incurred.

GENERAL CONDITIONS OF TENDER (Cont'd)

GCT 27 Statement of convictions under the Immigration Ordinance (Cap. 115)

- (1) A tender will not be considered if, during the 12-month period prior to the date set for the close of tender, or if this has been extended, the extended date, the tenderer has had three or more convictions in respect of separate incidents under Sections 17I or 38A of the Immigration Ordinance (Cap. 115) for employing illegal workers or for having illegal workers on any site under the tenderer's control, whether or not he has been formally suspended as a result of such convictions. Illegal workers shall mean any persons on construction sites who are illegal immigrants; or any persons who, being not lawfully employable by virtue of Section 17G(2) of the Immigration Ordinance, have committed an offence under Section 41 by contravening the conditions of stay in force in respect of them. If the tenderer is a partnership or an unincorporated or incorporated joint venture, the tender will not be considered if any participant of the partnership or unincorporated joint venture or shareholder of the incorporated joint venture has had three or more such convictions during the 12-month period, whether or not that participant or shareholder has been formally suspended as a result of such convictions.
- (2) The tenderer shall submit, subject to General Conditions of Tender Clause GCT 25, with the tender, either a statement of all convictions under Sections 17I or 38A of the Immigration Ordinance (Cap. 115) for employing illegal workers or for having illegal workers for all sites under his control (whether they are sites under public or private contracts) during the 12-month period prior to the date set for the close of tender, or if this has been extended, the extended date, the details of which shall include the legislation violated, dates of offences, dates of convictions and the associated fine imposed by the court, site addresses, contract numbers and contract titles, or a statement of "no conviction". The statement shall be certified by a person authorized to sign Government contracts on the tenderer's behalf.
- (3) If the tenderer is a partnership or an unincorporated or incorporated joint venture, each participant of the partnership or unincorporated joint venture or shareholder of the incorporated joint venture shall submit such a statement separately.
- (4) Where the tenderer (including shareholders and participants in joint ventures) is a company it shall disclose any change of name made during the period of twelve months prior to the date set for the close of tender, or if this has been extended, the extended date, and shall include in its statement of all convictions any conviction recorded under any previous name.
- (5) An Architectural Services Department's standard form no. QS/TD.100 is provided in Appendix GCT.F to these General Conditions of Tender for this purpose.

GENERAL CONDITIONS OF TENDER (Cont'd)

GCT 28 Statement of convictions under the Employment Ordinance (Cap. 57)

- (1) A tender will not be considered if, during the 12-month period prior to the date set for the close of tender, or if this has been extended, the extended date, the tenderer has had three or more convictions in respect of separate incidents under the Employment Ordinance (Cap. 57) on any site under the tenderer's control, whether or not he has been formally suspended as a result of such convictions. If the tenderer is a partnership or an unincorporated or incorporated joint venture, the tender will not be considered if any participant of the partnership or unincorporated joint venture or shareholder of the incorporated joint venture has had three or more such convictions during the 12-month period, whether or not that participant or shareholder has been formally suspended as a result of such convictions.
- (2) The tenderer shall submit, subject to General Conditions of Tender Clause GCT 25, with the tender, either a statement of all convictions under the Employment Ordinance (Cap. 57) for all sites under his control (whether they are sites under public or private contracts) during the 12-month period prior to the date set for the close of tender, or if this has been extended, the extended date, the details of which shall include the legislation violated, dates of offences, dates of convictions and the associated fine imposed by the court, site addresses, contract numbers and contract titles, or a statement of "no conviction". The statement shall be certified by a person authorized to sign Government contracts on the tenderer's behalf.
- (3) If the tenderer is a partnership or an unincorporated or incorporated joint venture, each participant of the partnership or unincorporated joint venture or shareholder of the incorporated joint venture shall submit such a statement separately.
- (4) Where the tenderer (including shareholders and participants in joint ventures) is a company it shall disclose any change of name made during the period of twelve months prior to the date set for the close of tender, or if this has been extended, the extended date, and shall include in its statement of all convictions any conviction recorded under any previous name.
- (5) An Architectural Services Department's standard form no. QS/TD.120 is provided in Appendix GCT.G to these General Conditions of Tender for this purpose.

GCT 29 One tender only for Holding Companies or subsidiaries

- (a) Unless otherwise provided in the Special Conditions of Tender, no tenderer is permitted to submit more than one tender for each contract.
- (b) A holding company and all of its subsidiaries who are included in the List of Approved Contractors for Public Works under the category of Buildings Group C shall be allowed to submit only one tender from any one of the company in the group. The existence of a holding-subsidiary relationship shall be determined in accordance with the provisions in Section 2(4) to (8) of the Companies Ordinance (Cap. 32).
- (c) Failure to observe the above conditions shall render all related tenders null and void and any such tenders shall not be considered.

GENERAL CONDITIONS OF TENDER (Cont'd)

GCT 30 Admission, promotion and confirmation to the List of Approved Contractors

- (1) A tender submitted by a contractor who is on probation in the category(ies) of work specified in the tender invitation and who already holds the maximum number of contracts or is otherwise ineligible to tender according to the latest version of the Contractor Management Handbook, will not be considered unless he has become eligible for the award of a further contract by the date set for the close of tender, or if this has been extended, the extended date.
- (2) A tenderer who has applied for admission or promotion to the group specified in the tender invitation or who has applied for confirmed status will be permitted to take tender documents in respect of a contract in the relevant group or status and to submit a tender. However, such a tender will not be considered unless his application for admission or promotion or confirmation is approved by the date set for the close of tender, or if this has been extended, the extended date.

GCT 31 Ethical commitment

- (1) The tenderer shall not, and shall procure that his employees, agents and sub-contractors shall not, offer, solicit or accept an advantage as defined in the Prevention of Bribery Ordinance, Cap. 201 in connection with the tendering and execution of this contract.
- (2) Failure to so procure or any act of offering, soliciting or accepting advantage referred to in (1) above committed by the tenderer or by an employee, agent or sub-contractor of the tenderer shall, without affecting the tenderer's liability for such failure and act, result in his tender being invalidated.

GCT 32 Tender cost

The Employer shall not in any circumstances be liable for any costs, expenses and damages incurred or suffered by the tenderers in connection with the preparation and submission of their tenders, in the event that this tender exercise is cancelled on any ground including on the ground that funds are not available under Special Conditions of Tender Clause 9.