

**FORM OF TENDER**

THE GOVERNMENT OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION

ARCHITECTURAL SERVICES DEPARTMENT

CONTRACT NO. SS T320

CONSTRUCTION OF LOCAL OPEN SPACE  
AT CHUNG YEE STREET, KOWLOON CITY DISTRICT

(Programme No. 420RO)

FORM OF TENDER

NOTES :

- (1) The Appendix forms part of the Contract.
- (2) If the tenderer is a sole proprietorship or a partnership, the name(s) and residential address(es) of the sole proprietor or all the partners shall be given in the spaces provided below.
- (3) In all cases, the tenderer must give the number and the expiry date of the business registration certificate here:

Number : \_\_\_\_\_

Expiry Date : \_\_\_\_\_

To: The Chairman,  
Central Tender Board,  
Ground Floor, East Wing,  
Central Government Offices,  
2 Tim Mei Avenue, Tamar, Hong Kong.

Having inspected the Site, examined the Drawings, General Conditions of Contract and Special Conditions of Contract (hereinafter referred to as "the said Conditions") and Specification for the execution of the Works as defined in the Contract, I/we offer to construct, complete and maintain the whole of the said Works in conformity with the said Conditions, Drawings and Specification for the sum of Dollars ..... (\$.....) or such sum as may be ascertained in accordance with the said Conditions, Drawings and Specification.

2. I/We agree to abide by this Tender for the period of 150 days from the date of expiry fixed for receiving the same and it shall remain binding upon me/us and may be accepted at any time before the expiration of that period.
3. Unless and until the Articles of Agreement is prepared and executed this Tender together with the written acceptance thereof by the Employer subject to the provisions of clause 2 hereof shall constitute a binding Contract between us.
4. I/We understand that the Employer reserves the right to negotiate with any tenderer about the term of the offer and is not bound to accept any tender irrespective of whether the tender is the lowest offer or, where the assessment of the tenders is based on a marking scheme or formula approach, the tender is with the highest overall mark.

FORM OF TENDER (Cont'd)

Name .....

Signature .....

in the capacity of .....

duly authorized to sign tenders for and on behalf of + .....

.....

.....

.....

.....

.....

Trading in Hong Kong under the style of @ .....

Registered address of firm .....

.....

.....

Date .....

Name of Witness .....

Signature of Witness .....

Occupation .....

Address of Witness .....

.....

.....

.....

.....

FORM OF TENDER (Cont'd)

---

Name(s) of the sole proprietor/partners

Residential address(es) of the sole proprietor/partners

---

---

+ In the case of a limited company, insert the name of the company.

+ In the case of a sole proprietorship, a partnership or an unincorporated joint venture, the name(s) of the sole proprietor, all the partners or all the participants in the unincorporated joint venture must be inserted above and name of the firm inserted at @.

APPENDIX TO FORM OF TENDER

General Conditions of Contract for Building Works, 1999 Edition

Clause No.

1(1) Maintenance Period 12 months

2(1)(b) Actions of the Architect subject to the Employer's right of objection and direction

The Architect is required under the terms of his appointment by the Employer to obtain confirmation of no objection from the Employer and, in the event of an objection, to act in accordance with the Employer's direction before ordering any variation to the Works or taking any other action (including without limitation making an order under General Conditions of Contract Clause 54) which may commit the Employer to additional expenditure under the Contract, other than in respect of claims, of a value estimated to exceed HK\$300,000. This requirement shall not be applicable where the variation order or other action is considered by the Architect to be essential on grounds of safety or other emergency in circumstances when it is impracticable to refer the matter to the Employer beforehand.

The Architect may, subject to any prior contrary instructions given by the Employer to the Architect, order variation to the Works in accordance with the provisions of the Contract or take any other action (including without limitation making an order under General Conditions of Contract Clause 54) which may commit the Employer to additional expenditure under the Contract, other than in respect of claims, without the need to obtain confirmation of no objection from the Employer if the value of such order or commitment is estimated not to exceed HK\$300,000.

The Architect is required under the terms of his appointment by the Employer to obtain confirmation of no objection from the Employer and, in the event of an objection, to act in accordance with the Employer's direction before permitting the Contractor to introduce an extra tier of sub-contracting in accordance with sub-clause (5) of SCC Clause 95.

The Architect is required under the terms of his appointment by the Employer to obtain confirmation of no objection from the Employer and, in the event of an objection, to act in accordance with the Employer's direction before approving alternative disposal grounds proposed by the Contractor in accordance with Clause (3) of Particular Specification for Trip Ticket System contained in Appendix B to Particular Specification PS.G02 for Environmental Control, Site Aspect Schedule and Trip Ticket System.

47 Time after acceptance of Tender within which the date for commencement of the Works shall occur 60 days

49 Time for completion of the Works Section A: 390 days  
Section B: 450 days

52 Liquidated damages for the Works

Section A =

$\$(1.2912 \times 10^{-4} \times Y_1 + 5.5484 \times 10^{-5} \times Y_{(Bldg)1} + 4.5071 \times 10^{-5} \times Y_{(BS)1} + 2,359.21)$  per day @

Section B =

$\$(1.2912 \times 10^{-4} \times Y_2 + 5.5484 \times 10^{-5} \times Y_{(Bldg)2} + 4.5079 \times 10^{-5} \times Y_{(BS)2} + 6,036.87)$  per day @@

APPENDIX TO FORM OF TENDER (Cont'd)

General Conditions of Contract for Building Works, 1999 Edition (Cont'd)

Clause No.

52 Liquidated damages for the Works (Cont'd)

In the above summary statement of liquidated damages:

- $Y_1$  = Total sum of Schedule Nr. 1.1 to 1.2 +  $Y_{PQ7(1)}$  +  $Y_{PQ8}$  +  $Y_{(fBldg)1}$  x ( $Y_{SP}$  +  $Y_{PQ2}$  +  $Y_{PQ3}$  +  $Y_{PQ4}$  +  $Y_{PQ5}$  +  $Y_{PQ6}$  +  $Y_{PC}$  +  $Y_{PVS}$  +  $Y_{FLU}$  +  $Y_{MPF}$  +  $Y_{AD}$ )  
 $Y_2$  = Total sum of Schedule Nr. 2.1 to 2.3 +  $Y_{PQ7(2)}$  +  $Y_{(fBldg)2}$  x ( $Y_{SP}$  +  $Y_{PQ2}$  +  $Y_{PQ3}$  +  $Y_{PQ4}$  +  $Y_{PQ5}$  +  $Y_{PQ6}$  +  $Y_{PC}$  +  $Y_{PVS}$  +  $Y_{FLU}$  +  $Y_{MPF}$  +  $Y_{AD}$ )  
 $Y_{(fBldg)1}$  =  $Y_1 - Y_{(fBldg)1}$  x ( $Y_{PC}$  +  $Y_{FLU}$  +  $Y_{MPF}$ )  
 $Y_{(fBldg)2}$  =  $Y_2 - Y_{(fBldg)2}$  x ( $Y_{PC}$  +  $Y_{FLU}$  +  $Y_{MPF}$ )  
 $Y_{(BS)1}$  =  $Y_{PCBS}$  x  $Y_{(fBldg)1}$  x 0.2548  
 $Y_{(BS)2}$  =  $Y_{PCBS}$  x  $Y_{(fBldg)2}$  x 0.2548  
 $Y_{SP}$  = Total sum of Specification Preliminaries  
 $Y_{PQ2}$  = Total sum of Provisional Quantities for Environmental Measures  
 $Y_{PQ3}$  = Total sum of Provisional Quantities for Site Cleanliness and Tidiness  
 $Y_{PQ4}$  = Total sum of Provisional Quantities for Trip Ticket System Management  
 $Y_{PQ5}$  = Total sum of Provisional Quantities for Monitoring of Wage Payment to Site Personnel  
 $Y_{PQ6}$  = Total sum of Provisional Quantities for Implementation of Sub-Contractor Management Plan  
 $Y_{PQ7(1)}$  = Total sum of Provisional Quantities for Other Works for Section A  
 $Y_{PQ7(2)}$  = Total sum of Provisional Quantities for Other Works for Section B  
 $Y_{PQ8}$  = Total sum of Provisional Quantities for Delayed Possession of Portions of the Site  
 $Y_{PC}$  = Total sum of Prime Cost Sums, Profits and attendance on Prime Cost Sums, and attendance on Contractors employed direct by Employer in Schedule Nr. 3  
 $Y_{PCBS}$  = Total sum of Prime Cost Sum for Building Services Installation (Item SR3/1A) in Schedule Nr. 3  
 $Y_{PVS}$  = Total sum of Provisional Sums in Schedule Nr. 3 but excluding provisional sums for contract price fluctuation and reimbursement of MPF  
 $Y_{FLU}$  = Total sum of Provisional Sum for contract price fluctuation in Schedule Nr. 3  
 $Y_{MPF}$  = Provisional Sum for reimbursement of MPF  
 $Y_{AD}$  = Adjustment Item  
 $Y_{(fBldg)1}$  =  $\frac{\text{Total Sum of Schedule Nr. 1.1 to 1.2}}{\text{Total Sum of Schedule Nr. 1.1 to 1.2 and 2.1 to 2.3}}$   
 $Y_{(fBldg)2}$  =  $\frac{\text{Total Sum of Schedule Nr. 2.1 to 2.3}}{\text{Total Sum of Schedule Nr. 1.1 to 1.2 and 2.1 to 2.3}}$

APPENDIX TO FORM OF TENDER (Cont'd)

General Conditions of Contract for Building Works, 1999 Edition (Cont'd)

Clause No.

52                    Liquidated damages for the Works (Cont'd)

Note:                @ The value of the formula shall be taken as \$1,951.00 per day for the purpose of computation of the daily rate of liquidated damages if and when the sum is worked out to be less than \$1,951.00 by substituting each of  $Y_1$ ,  $Y_{SP}$ ,  $Y_{PQ2}$ ,  $Y_{PQ3}$ ,  $Y_{PQ4}$ ,  $Y_{PQ5}$ ,  $Y_{PQ6}$ ,  $Y_{PQ7(1)}$ ,  $Y_{PQ8}$ ,  $Y_{PC}$ ,  $Y_{PVS}$ ,  $Y_{FLU}$ ,  $Y_{MPF}$ ,  $Y_{AD}$ ,  $Y_{(Bldg)1}$  and  $Y_{(BS)1}$  with its corresponding value in the priced Schedule of Rates.

                      @@ The value of the formula shall be taken as \$4,956.00 per day for the purpose of computation of the daily rate of liquidated damages if and when the sum is worked out to be less than \$4,956.00 by substituting each of  $Y_2$ ,  $Y_{SP}$ ,  $Y_{PQ2}$ ,  $Y_{PQ3}$ ,  $Y_{PQ4}$ ,  $Y_{PQ5}$ ,  $Y_{PQ6}$ ,  $Y_{PQ7(2)}$ ,  $Y_{PC}$ ,  $Y_{PVS}$ ,  $Y_{FLU}$ ,  $Y_{MPF}$ ,  $Y_{AD}$ ,  $Y_{(Bldg)2}$  and  $Y_{(BS)2}$  with its corresponding value in the priced Schedule of Rates.

In computing the above liquidated damages, the Employer has not taken into account the Employer's liability for fees including Economic Cost under the Land (Miscellaneous Provisions) Ordinance, Cap. 28 ("the Ordinance") for any extension in respect of a permit referred to in sections 10A(3) and 10D(4) of the Ordinance.

APPENDIX TO FORM OF TENDER (Cont'd)

General Conditions of Contract for Building Works, 1999 Edition (Cont'd)

Clause No.

59(7)	Period of final measurement	<u>12</u>	months
78(1)	Period of interim certificates	<u>monthly</u>	
79(1)	Percentage of certified value retained (for works other than works carried out by Nominated Sub-contractors)	<u>1</u>	per cent
79(1)	Limit of Retention Money (for works other than works carried out by Nominated Sub-contractors)	\$ <u>741,000.00</u>	
79(2)	Minimum amount of interim certificate [There shall be no minimum amount of interim certificates for the Establishment Works]	\$ <u>350,000.00</u>	

Special Conditions of Contract

Clause No.

SCC45	Minimum amount of liquidated damages for the Works	Section A	\$ <u>1,951</u>	per day
		Section B	\$ <u>4,956</u>	per day
SCC47	Period for Establishment Works	<u>12</u>	months	