

Preparation of Tender Documents and Contracts for Professional Services and Building Contractors

By Mr. Anderson Leung of Urban Renewal Authority

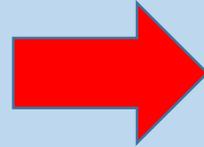


For Project Planning Workshop for Transitional
Social Housing organized by PolyU Jockey Club
Design Institute for Social Innovation (DISI)

Procurement of consultants and contractors

Stages of Works in Development Programme

- A. Planning Permission and Technical Assessment
- B. Design & Tendering of Works
- C. Construction Works



Consultants or Contractors

- A. Planning and related engineering Consultants
- B. Statutory Person (e.g. AP/RSE) and related construction professionals (Arch, SE, QS, BSE)
- C. Registered General Building Contractors for construction works

Procurement of planning and related engineering consultants

Role of a Planning Consultant

Act as Lead
Consultant



- To prepare a Section 16 application to Town Planning Board and seek approval of the temporary use of a site as transitional housing
- To coordinate and monitor consultant team in preparation of various technical assessments in support of the Section 16 submission and approval
- To provide technical support on the STT approval process

Procurement of planning and related engineering consultants

Why Section 16 and STT application required for TH projects?

- (11) (a) Temporary use or development of any land or building not exceeding a period of two months is always permitted provided that no site formation (filling or excavation) is carried out and that the use or development is a use or development specified below:
structures for carnivals, fairs, film shooting on locations, festival celebrations, religious functions or sports events.
- (b) Except as otherwise provided in paragraph (11)(a), temporary use or development of any land or building not exceeding a period of three years requires permission from the Town Planning Board. Notwithstanding that the use or development is not provided for in terms of the Plan, the Town Planning Board may grant permission, with or without conditions, for a maximum period of three years, or refuse to grant permission.
- (c) Temporary use or development of land or building exceeding three years requires permission from the Town Planning Board in accordance with the terms of the Plan.

Extracted from Outline Zoning Plan

Planning Permission may be required for a proposed transitional housing although it is for temporary use

The image shows the cover of a pamphlet from the Lands Department. The title is in both Chinese and English. The Chinese title is '以短期形式使用空置的政府土地作社區、團體或非牟利用途申請指引'. The English title is 'Guidelines for Application for Use of Vacant Government Land for Community, Institutional or Non-Profit Making Purposes on Short Term Basis'. Below the title, there are two columns of text. The left column is in Chinese, starting with '1. 引言', and the right column is in English, starting with '1. Introduction'. The English text reads: 'This pamphlet introduces the procedures for non-government organizations and social enterprises to apply for short term tenancies ("STTs") for temporary use of vacant government land for community, institutional or other non-profit making purposes.'

Extracted from website of LandsD

Short Term Tenancy application is required for use of vacant government land for community, institutional or non-profit making purpose

Procurement of planning and related engineering consultants

Procurement Options

Employ under
Comprehensive
Planning Consultant

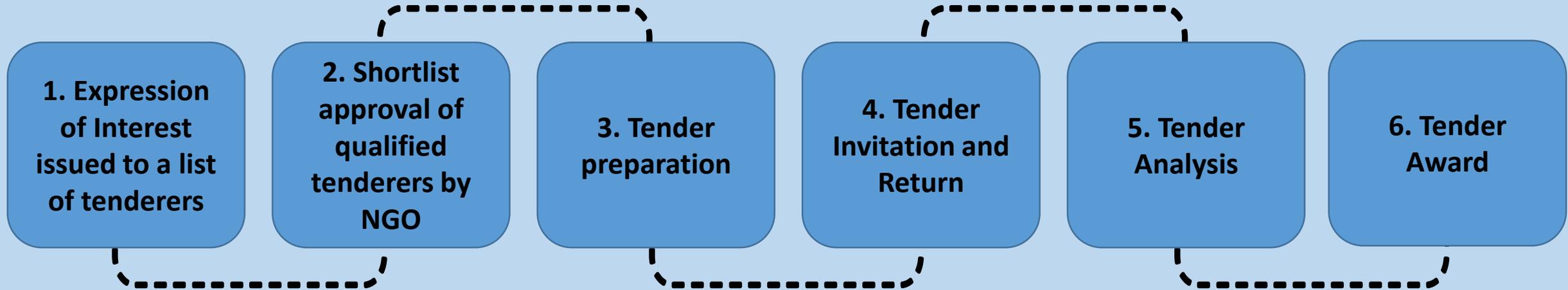
OR

Employ each
professional separately
under NGO

- Single point of contact
- Less administration works in both procurement and post contract stages

Procurement of planning and related engineering consultants

Procurement Process



(i) Expression of Interest with /without shortlisting criteria

(ii) Selection of consultant list from

a. List approved by NGO

b. List from Engineering & Associated Consultants Selection Board (EACSB) published by CEDD

<https://www.cedd.gov.hk/eng/publications/eacsb-handbook/index.html>

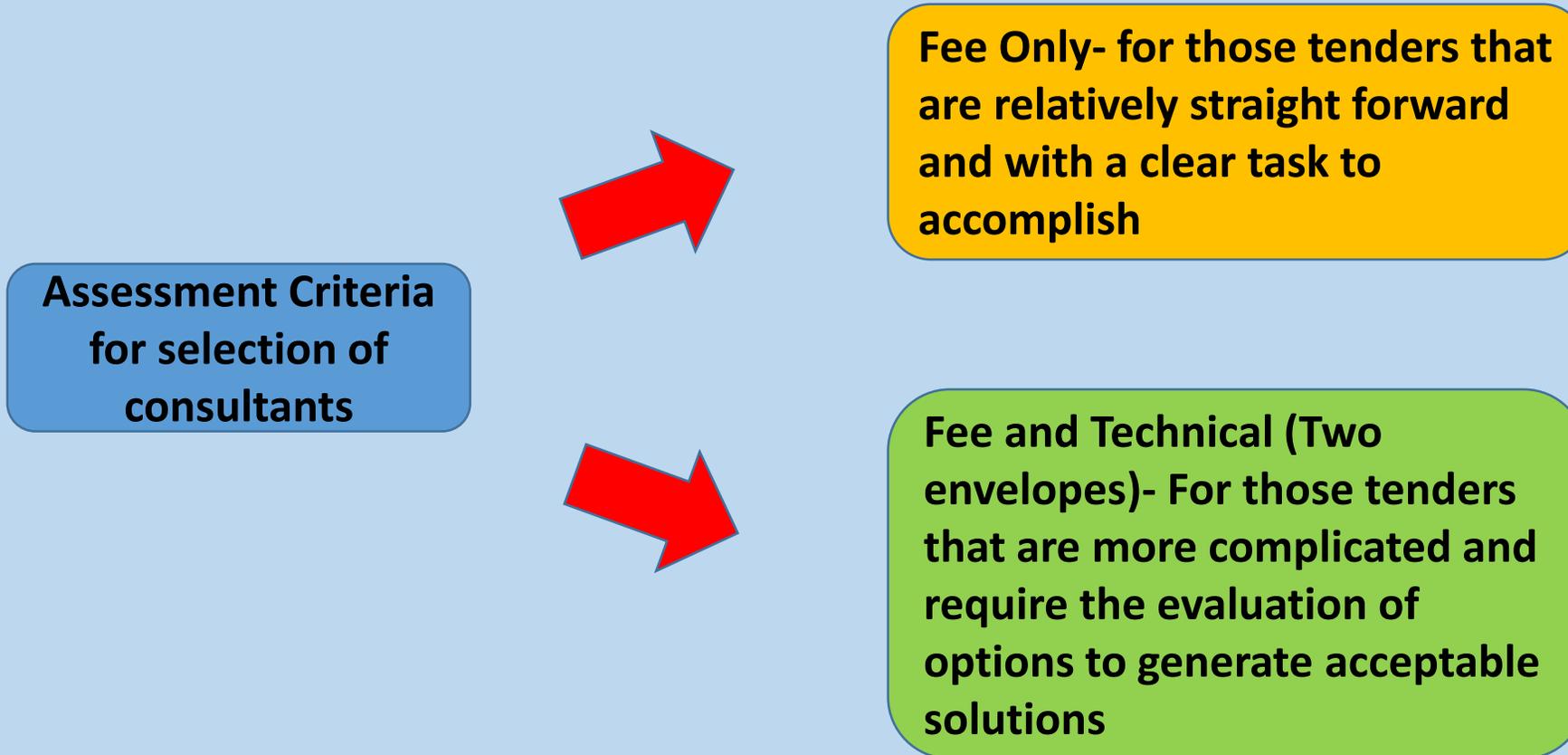
(iii) Confirmation of tenderer's list completed

Notes:

- (i) The requirements for approval or not at each stage and the respective approving authority may be different for different NGOs.
- (ii) Need to check if there are any tender requirements to follow in the TH funding application guidelines.

Procurement of planning and related engineering consultants

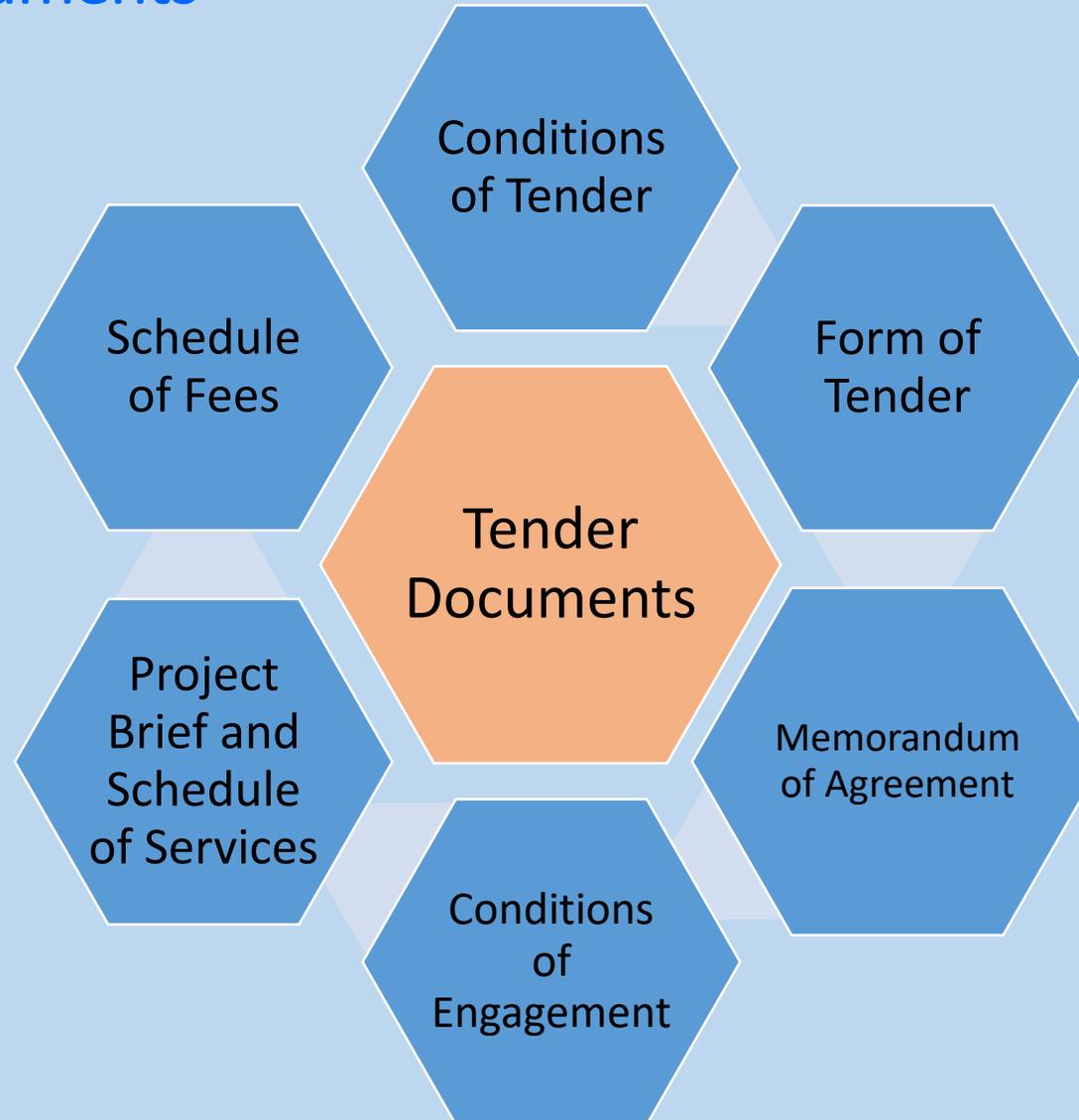
Tender Preparation –Assessment Criteria



Procurement of planning and related engineering consultants

Tender Preparation - Tender Documents

Basic structure of tender documents



Procurement of planning and related engineering consultants

Conditions of Tender

- List out the content of Tender Document:

- Tender submission requirement
- Form of tender
- Build-up of Tender Fee
- Declaration of Interest
- Confidentiality undertaking
- Non-collusive tendering

- Tender assessment method (optional)

- Method of raising tender queries

- Tender closing time and method of submission of tender

Conditions of Tendering

1. Tender Documents

The tender documents ("Tender Documents") issued consist of a booklet containing:

- (i) Conditions of Tendering;
- (ii) Annex A to Conditions of Tendering – Requirements on Technical Proposal;
- (iii) Form of Tender;
- (iv) Table I to Form of Tender – Fee Build-up
- (v) Annex A to Form of Tender – Form of Declaration of Interest and Current Suspension and/or Restriction from tendering from any of the lists of the Government, the Hong Kong Housing Authority and/or the Hong Kong Housing Society;
- (vi) Annex B to Form of Tender – Declaration of No Conflict of Interest and Confidentiality Undertaking;
- (vii) Annex C to Form of Tender – Non-collusive Tendering Certificate; and
- (viii) Memorandum of Agreement, Conditions of Engagement together with Appendices, Schedules and Tables.

2. Submission of Tender

2.1 The invited Tenderer ("the Tenderer") shall submit his tender for the provision of comprehensive architectural consultancy services for Project KC-008(A) – Chun Tin Street/ Sung Chi Street Development ("the Services") for the Urban Renewal Authority ("the Authority"). The tender submission shall consist of two proposals, namely a **Technical Proposal** and a **Fee Proposal**, under separate covers in accordance with the following requirements:

- (i) The **Technical Proposal** shall include all the mandatory information as described in Annex A to these Conditions of Tendering; and
- (ii) The **Fee Proposal** shall include the duly completed and signed **Form of Tender**, and the completed **Table I (Fee Build-up)** attached thereto.

2.2 Subject to the full compliance of the tender with the terms and requirements stated in the Tender Documents, the assessment will first be carried out on the technical proposal submitted, where a minimum score will be required to be attained. Thereafter, all technically-compliant proposals will be considered based on its combined score on the technical proposal and fee proposal with a ratio of 70:30.

Procurement of planning and related engineering consultants

Authority reserves its right to select any Tenderer other than the one who obtains the highest combined score.

2.4 The technical assessment and corresponding weightings are stated as follows:

2.4.1	Consultant's Experience	(30%)
2.4.2	Responses to Project Brief	(30%)
2.4.3	Staffing	(40%)

3. Method of Submission

3.1 The Tenderer shall submit its tender including four (4) hard copies and one (1) soft copy in a CD-Rom (see Note below) of **Technical Proposal (i.e. the original, three photocopies and one CD-Rom)** and three (3) hard copies of **Fee Proposal (i.e. the original and two photocopies)**, and in two separate sealed envelopes marked "**CONFIDENTIAL**", affixed respectively with the following colour labels provided:

(i) Technical Proposal for Tender

(ii) Fee Proposal for Tender for

The tender shall be deposited by hand not earlier than the earliest return date and on or before the tender closing date and time (or any extended closing date and time), both stipulated in the Authority's letter of invitation (the "Closing Date") into the **designated tender box** identified with the same tender box number and the same colour tag as the provided address label and also labelled for the subject tender situated in the Authority's office on 26/F, COSCO Tower, 183 Queen's Road Central, Hong Kong.

Note: If there is any discrepancy between the hard copy and the soft copy, the hard copy shall prevail.

3.2 In the event of a black rainstorm warning or a typhoon signal No. 8 or above being in force at any time between the hours of 9:00 a.m. and 12:00 noon on the day on which tenders are intended to close, the specified closing time of the tender will be extended to 12:00 noon on the next working day which is not a Saturday and on which no black rainstorm warning or typhoon signal No. 8 or above is in force.

3.3 Late submission of tenders or tenders not submitted in the above manner will not be accepted.

Procurement of planning and related engineering consultants

Form of Tender

- Lump sum tender fee or fee as a percentage of construction works
- Tender offer
- Tender validity
- Become a binding contract once accepted

Content of Tender

Tender validity period
Contract binding

FORM OF TENDER
FOR
COMPREHENSIVE ARCHITECTURAL CONSULTANCY SERVICES
FOR

To : Urban Renewal Authority ("the Authority")
26/F, COSCO Tower
183 Queen's Road Central
Hong Kong

1. Having visited the Site and examined the Conditions of Tendering and Annex A, the Memorandum of Agreement, the Conditions of Engagement and all appendices, schedules, plans and tables attached thereto, including the Special Conditions of Engagement, Project Brief, Schedule of Services, Schedule of Fees, for the above services ("the Services"), I/we offer to provide the Services in accordance with the Conditions of Tendering, the Memorandum of Agreement, the Conditions of Engagement and all appendices, schedules, plans and tables attached thereto, including the Special Conditions of Engagement, Project Brief, Schedule of Services, Schedule of Fees, for the total fixed lump sum fee as inserted in Table I – Fee Build-up (see note 1 below).

Note 1 - The Tenderer is required to complete and submit the said Table I – Fee Build-up together with this Form of Tender.

2. I/We agree to abide by this tender and not to withdraw it for a period of 120 calendar days from and including the Closing Date as defined in paragraph 3.1 of the Conditions of Tendering, and it shall remain binding upon me/us and may be accepted at any time before the expiration of this period.

3. Subject to Clause 2 above, this tender together with the written acceptance thereof by the Authority shall constitute a binding contract for the Services.

4. I/We understand that the Authority is not bound to accept the lowest or any tender.

For and on behalf of the Tenderer

(Authorized Signature with Company Chop)

Name of the Tenderer: _____

Date: _____

Sample page of Form of Tender

Procurement of planning and related engineering consultants

Conditions of Engagement

General Conditions of Engagement

- Contract administration matters
- Consultant's responsibility
- Employer's responsibility
- Variation / Change of design
- Payment Terms
- Copyright
- Professional Indemnity
- Termination

Special Conditions of Engagement

Amendments to General Conditions of Engagement to suit the project particulars and Employer's need

Procurement of planning and related engineering consultants

Conditions of Engagement

CONDITIONS OF ENGAGEMENT

CONTENTS

1. a) Definitions
b) Singular to include plural
c) Marginal headings
 2. Governing Laws
 3. Use of English
 4. Project Brief
 5. Information to be supplied to the Architect
 6. Accuracy of information supplied to the Architect
 7. Information to be supplied by the Architect
 8. Progress report
 9. Attendance at meetings
 10. Architect under direction of the Authority
 11. Architect's responsibility
 12. Architect to comply with procedures
 13. Care and diligence
 14. Architect to assist Quantity Surveyor
 15. Approval of documents
 16. Audit inspection
 17. Facilities for inspection
 18. Declaration of interests
 19. Project team
 20. Assignment
 21. Architect to engage Sub-consultants
 22. Architect to co-ordinate
 23. Approval for variations and extra works
 24. Contractor's claims
 25. Resident staff
 26. Fees
 27. Compensation for additional services/abortive services
 28. Authority to proceed
 29. No guarantee to proceed
 30. Termination and suspension of Architect's engagement by the Authority
 31. Termination of Architect's engagement by Architect
 32. Consequences of termination or suspension of Architect's engagement
 33. Instruction to resume work
 34. Information not to be divulged
 35. Publicity
 36. Copyright
 37. Supply of documents
 38. Indemnity
 39. Appeal to Managing Director
 40. Arbitration
 41. Offering, soliciting or acceptance of advantages - Not allowed
 42. Notice
 43. General set off
 44. Confidentiality
 45. Liability for Approvals
 46. Amendment
 47. Time
 48. Provisional Sums
- Appendix 1 – Special Conditions of Engagement
- Schedule 1 – Project Brief
- Plan 1
 - Appendix A – Extract of architectural design study
 - Appendix B – Draft Road Scheme Plan
- Schedule 2 – Schedule of Services
- 2.1 Schedule of Services for Architectural Consultancy Services
 - 2.2 Schedule of Services for Traffic Consultancy Services
 - 2.3 Schedule of Services for Land Surveying Consultancy Services
 - 2.4 Schedule of Services for BIM Consultancy Services
 - 2.5 Schedule of Services for Interior Design Consultancy Services
- Schedule 3 – Schedule of Fees
- Table A Payment Schedule for Architectural Consultancy Services
 - Table B Payment Schedule for Traffic Consultancy Services
 - Table C Payment Schedule for Land Surveying Consultancy Services
 - Table D Payment Schedule for BIM Consultancy Services

Sample pages of Conditions of Engagement

Procurement of planning and related engineering consultants

Project brief and Schedule of Services

Project Brief

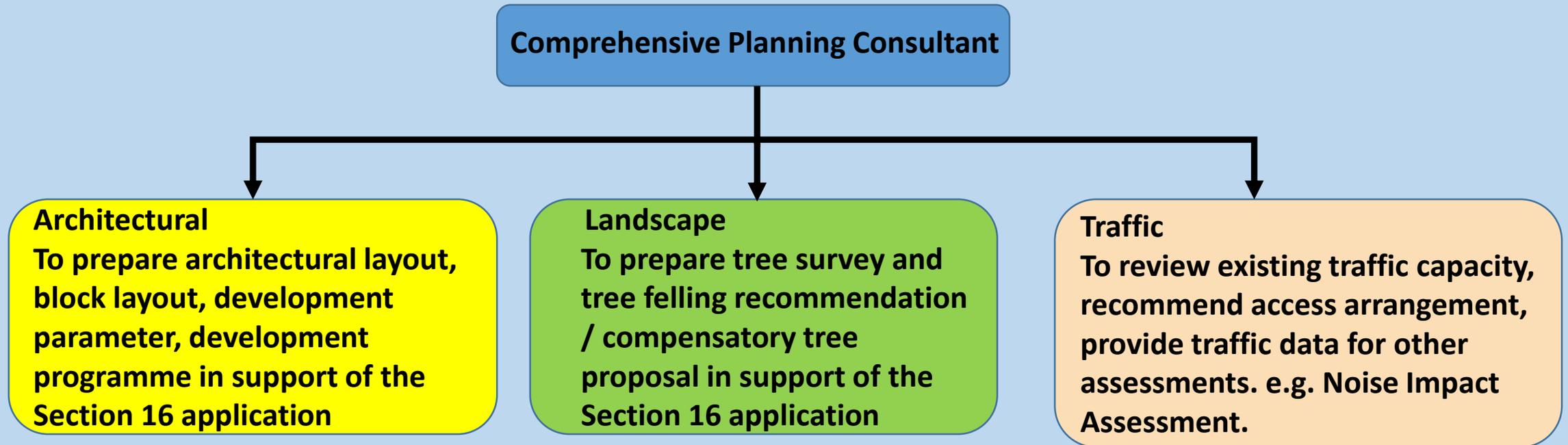
An introduction of the project containing project background information, site information and plans, development parameters, design requirements, critical dates, notional design scheme (if any), tentative programme, client's requirements to follow

Schedule of Services

Schedule of Services for each engineering discipline

Procurement of planning and related engineering consultants

Project brief and Schedule of Services



Procurement of planning and related engineering consultants

Project brief and Schedule of Services

Comprehensive Planning Consultant

```
graph TD; A[Comprehensive Planning Consultant] --> B[Environmental]; A --> C[Drainage]; A --> D[Sewerage];
```

Environmental

To identify the potential environmental issues resulted from TH development including noise, water, waste, etc

Drainage

To identify existing drainage provision within and surrounding the site, estimate the additional demand / discharge to public storm water drainage system resulted from the development

Sewerage

To identify existing sewerage provision within and surrounding the site, estimate the additional discharge of sewage to public sewerage system, recommend if upgrading works required on existing public sewerage system

Procurement of planning and related engineering consultants

Schedule of fee

- Fees (Lump sum or fee as a percentage of construction works)
- List of items included in fee such as travelling expenses, photocopying and printing charges, etc
- Disbursement costs such as design rendering, statutory processing fee, etc. to be reimbursed at cost
- Payment terms and schedule
- Expenditure of the contingency allowance to be instructed by Client

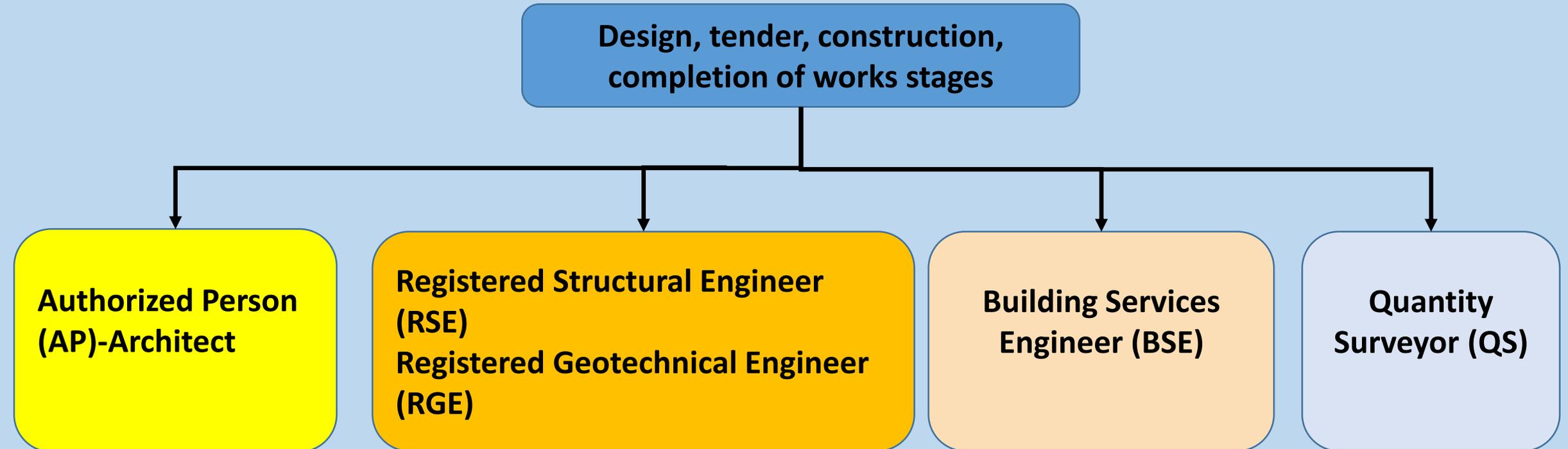
**TABLE A : PAYMENT SCHEDULE FOR
COMPREHENSIVE CONSULTANCY SERVICES FOR
MK-01-SHANGHAI STREET**

A Architectural Services		Payment Percentage
Stage 1		
1.1	Upon completion of the building condition and structural survey report and measured drawings, submission of reports and drawings to the satisfaction of the Authority.	5%
1.2	Production of tender drawings and specification for the demolition works of 608-610 and 616-618 Shanghai Street and completion of all tendering process and exercises, upon the award of the contractor.	5%
1.3	Upon completion of outline schematic design, including the Landscape Master Plan for the submission of Section 16 to TPB and the successful obtaining of approval.	10%
1.4	Completion of overall co-ordination of all the sub-consultants' duties until the completion of stage 1, i.e. the approval of Section 16 submission by TPB.	5%
Stage 2		
2.1	Conduction of stage 2 thorough building condition and structural survey to the remaining assessable units as per the Authority's instruction, completion of the thorough condition and structural survey report and measured drawings to the satisfaction of the Authority.	5%
2.2	Development of outline schematic design approved under Section 16 application by TPB into detailed design to the satisfaction of the Authority.	5%
2.3	Submission of GBP and further amendments to BD, including preparation of EIA and successful obtaining of approval and consent from BD.	7.5%
2.4	Supervise and monitor the RSE for submission and further amendments of substructure, superstructure plans to BD and successful obtaining of approval and consent from BD.	2.5%
2.5	Lead in co-ordination of all building services to the satisfaction of the Authority.	2.5%
2.6	Upon award of main contract, issuance of contract drawings and first set of working drawings for the main contractor for works commencement.	2.5%
2.7	Bi-monthly payment during construction stage of the superstructure contract evenly distributed over the contract period.	25%
2.8	Upon issuance of OP by the BD.	5%
2.9	Upon issuance of certificate of practical completion.	5%
2.10	Provide technical support including registered landscape architect services for the successful obtaining of certificate of compliance from Lands Department	5%
2.11	Submission of as built drawing and O&M Manuals and tenant fitout guidelines to the satisfaction of the Authority.	2.5%
2.12	Upon the issuance of certificate of making good defects.	2.5%
2.13	Upon agreement and settlement of final accounts.	5%
Fee Amount for Item (1) in Table B		100%

Sample page of Payment Schedule

Procurement of statutory persons and related construction professionals

Main consultants deal with different stages of the project in design and construction



Procurement of statutory persons and related construction professionals

Authorized Person (AP)-Architect

- Acting as the AP for communication with Buildings Department
- handling statutory submissions and approval
- preparing tender drawings and specification for builder's works
- liaison with government departments
- daily coordination among consultants and contractors
- supervising clerk of works to check the quality of builder's works
- monitoring site progress

Registered Structural Engineer (RSE) Registered Geotechnical Engineer (RGE)

- RSE/ RGE are responsible for geotechnical design, foundation and superstructure design of a TH project
- handling structural-related statutory submissions and approval
- preparing tender drawings and specification for structural works
- liaison with government departments
- daily coordination among consultants and contractors
- supervising resident structural engineers to check the quality of structural works
- monitoring site progress in structural aspects and providing adequate site supervision

Procurement of statutory persons and related construction professionals

Building Services Engineer (BSE)

- BSE are responsible for building services design of a TH project
- handling building services related statutory submissions and approval
- preparing tender drawings and specification for building services works
- liaison with government departments and utility companies regarding E&M issue
- daily coordination among consultants and contractors
- supervising building service inspector to check the quality of E&M works
- monitoring site progress in building services aspects and providing adequate site supervision

Quantity Surveyor (QS)

- To carry out pre-tender estimate for NGO as budget control
- To prepare various works contract documents and bills of quantities of a TH project
- To advise client on different tendering strategies
- To issue payment certificates to contractors in regular basis
- To monitor payment status for all the works and to ensure the overall TH budget is under control
- To prepare and agree final account

Procurement of statutory persons and related construction professionals

Procurement Options

Employ under
Comprehensive AP and
Architect Consultant

OR

Employ each
professional separately
under NGO

- Single point of contact
- Less administration works in both procurement and post contract stages

Procurement of statutory persons and related construction professionals

Design and Build

(i) What is a Design and Build Contract?

The contractor is required to undertake the design and construction of the full package of superstructure works, based on Employer's requirements

(ii) Comparison of Design and Build and Traditional Approach

Procurement methods	Pros	Cons
Traditional Method (With Design and Build for MiC)	<ol style="list-style-type: none">1. Higher price certainty2. Employer has closer control on the design and design change3. Most popular type of procurement method	<ol style="list-style-type: none">1. Unable to allow for early involvement of contractor2. Longer tender preparation time3. The MiC design relies on designer's experience, with lower buildability
Design and Build	<ol style="list-style-type: none">1. Single point responsibility on the Contractor2. Higher price certainty if the Employer's Requirements are precisely and accurately prepared3. Allow earlier involvement of contractor	<ol style="list-style-type: none">1. Less design control by Employer as changes to Employer's requirement will constitute to variation2. Less cost control by Employer in case of variations3. The Contractor tends to provides minimum standard4. The Contractor bears higher risks, hindering his interest to tender or tend to submit a higher tender

Procurement of statutory persons and related construction professionals

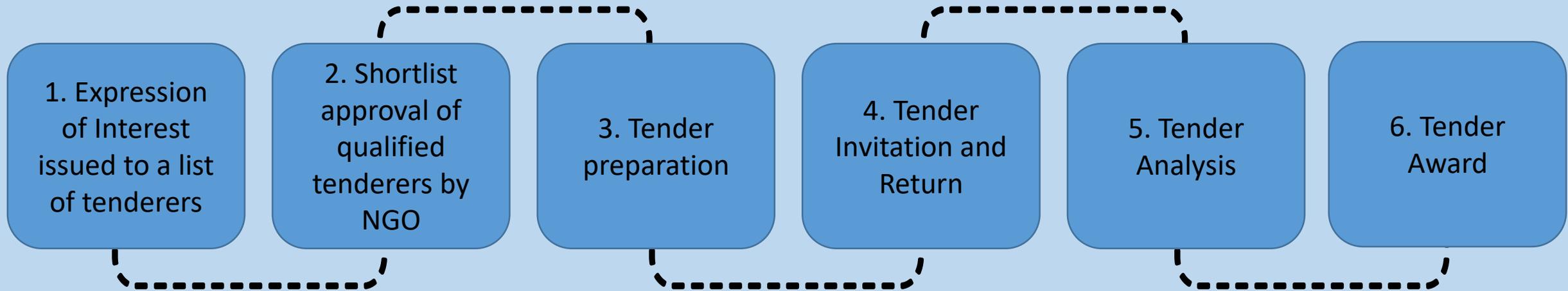
Design and Build

(iii) Points to consider before adopting Design and Build:

- Information required for a proper Design and Build tender - A full set of Employer's requirement including building plans, MiC design, elevations, design criteria, schedule of recommendation, pricing document
- Difficult to draft a set of good and precise employer's requirement for a Design and Build turnkey project without first developing a scheme design
- Employer's consultants may still be required to vet contractor's design
- MiC design may not be feasible for every TH project due to site constraints
- Design and build may end up with a higher price

Procurement of statutory persons and related construction professionals

Procurement Process



The Tendering procedure and tender documentation preparation are more or less similar to those of the planning consultant with the following points to note:-

(i) Selection of consultant list from

a. List approved by NGO

b. List from Engineering & Associated Consultants Selection Board (AACSB) published by ASD

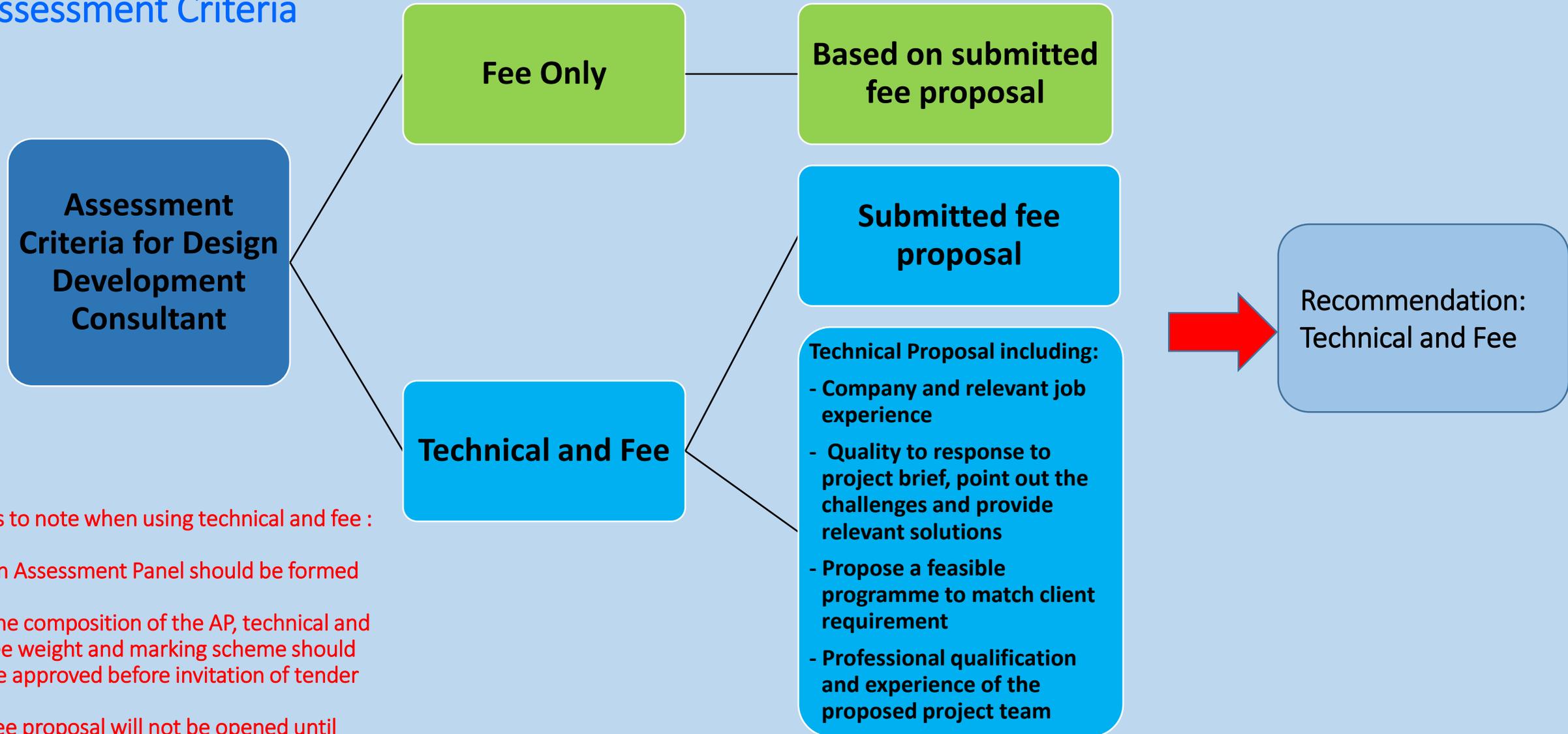
<https://www.archsd.gov.hk/en/consultants-contractors/consultants/list-of-consultants-of-aacsb.aspx>

(ii) Assessment Criteria

(iii) Allowance for site staff

Procurement of statutory persons and related construction professionals

Assessment Criteria



Points to note when using technical and fee :

- (i) An Assessment Panel should be formed
- (ii) The composition of the AP, technical and fee weight and marking scheme should be approved before invitation of tender
- (i) Fee proposal will not be opened until completion of technical assessment

Procurement of statutory persons and related construction professionals

Allowance for resident site staff

- Allowance for resident site staff (e.g. Clerk of Works, Resident Engineer, Building Services Inspector)
- Off-site Supervision (if MiC modules adopted)
- Provisional period and all-inclusive monthly charge for each site staff

Table B: Build-up of Fixed Lump Sum Fee

Fee Item	Fee Amount (HK\$)
1) Architectural Services	
2) Geotechnical and Structural Engineering Services	
3) Building Services Engineering Services	
4) Conservation Services	
5) Land and Building Surveying Services	
6) Site Supervision of Demolition Works and Excavation and Lateral Supports Works at Nos. 608-610 and 616-618 Shanghai Street (PROVISIONAL) One Resident Engineer: HK\$ _____ ^a / man-month x 6 man-months ^a Unit rate for site supervision staff to be inserted. Refer also to Clause 25.1 to 25.9 of the Conditions of Engagement	
7) Site Supervision of Foundation Works, Alteration & Addition Works and at Nos. 600-626 Shanghai Street (PROVISIONAL) a) Not Used. b) One Resident Engineer: HK\$ _____ ^a / man-month x 24 man-months c) One Building Services Inspector: HK\$ _____ ^a / man-month x 24 man-months d) One Clerk of Works: HK\$ _____ ^a / man-month x 24 man-months ^a Unit rate for site supervision staff to be inserted. Refer also to Clause 25.1 to 25.9 of the Conditions of Engagement	
8) Provisional Sum for Contingencies (This is a provisional allowance which may be expended in part or in whole as directed by the Authority or deducted from the Fixed Lump Sum Fee if not required)	
Total Fixed Lump Sum Fee carried to Item 1 of Form of Tender	



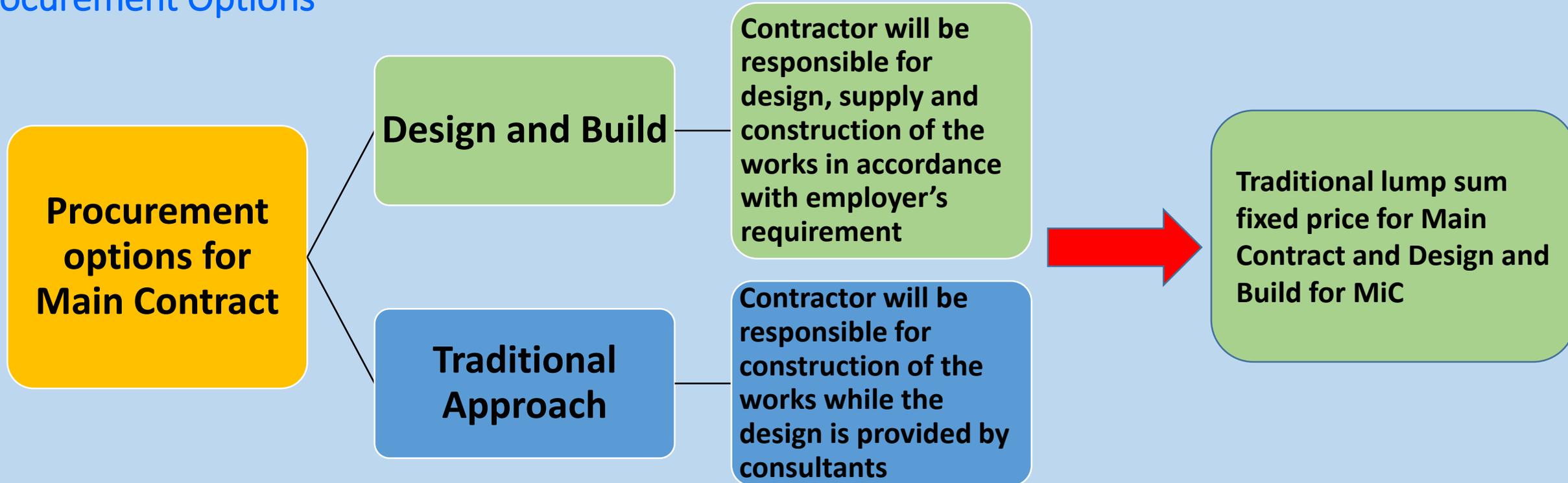
Procurement of RGBC for construction works

Major works included in Main Contract Tender

Main Contract Works	
Builder's Work	Electrical Installation
MVAC Installation	MiC Supply and Installation
FS Installation	Fitting-out Works
Plumbing Installation	Landscape/ External Works

Procurement of RGBC for construction works

Procurement Options



- Design other than MiC should be provided by the consultant team to save time.
- Less design risk on the contractor as the consultants are responsible for the design except for the MiC part.
- More competitive price

Procurement of RGBC for construction works

Procurement Options for Lump Sum Fixed Price (Main Contract)

Lump sum fixed price contract with Bills of Quantities (BQ)

PROS

Quantities of works / materials prepared by QS for common use of all tenderers

Pre-tender estimate will be more accurate.

Easier for tender comparison of price and on unit rates

Drawing and specification have a greater chance to improve as production of BQ takes time

CONS

Longer preparation time for measuring Bills of Quantities before tender issuance

Risk of incorrect quantities of materials/ works, drawing and specifications shift to the Employer

Procurement of RGBC for construction works

Procurement Options for Lump Sum Fixed Price (Main Contract)

Lump sum fixed price contract based on drawings and specifications and Schedule of Rates

PROS

Quantities of work/ material estimated by the tenderers based on the drawings and specifications provided. Time for tender issuance may be faster.

Risks of under-measurement shifted to contractors side and they have to provide the unit rate and tender price on their own.

CONS

Employer will take the risks of errors in tender drawings and specifications.

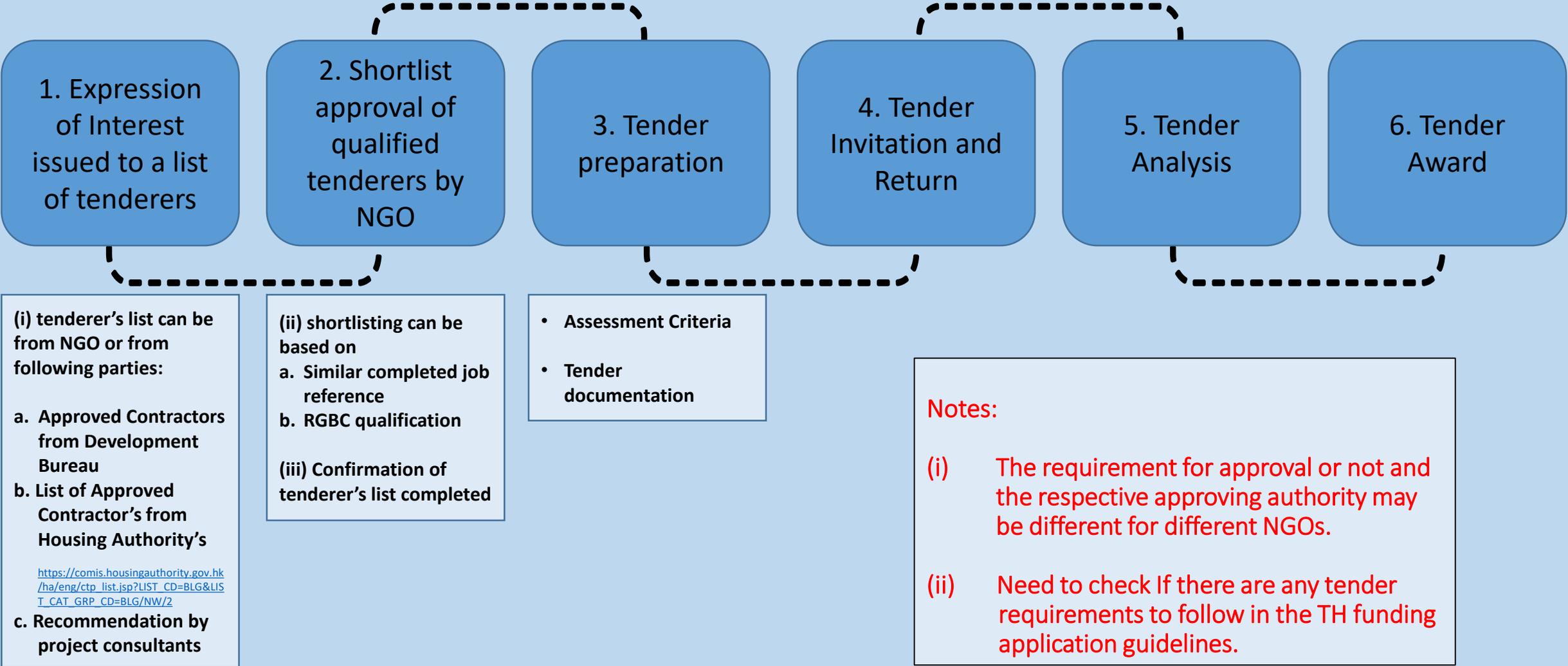
Tender price may be higher than that of with BQ.

Difficult to compare tender prices as different tenderers may have different rates and quantities.

Longer time for tendering process

Procurement of RGBC for construction works

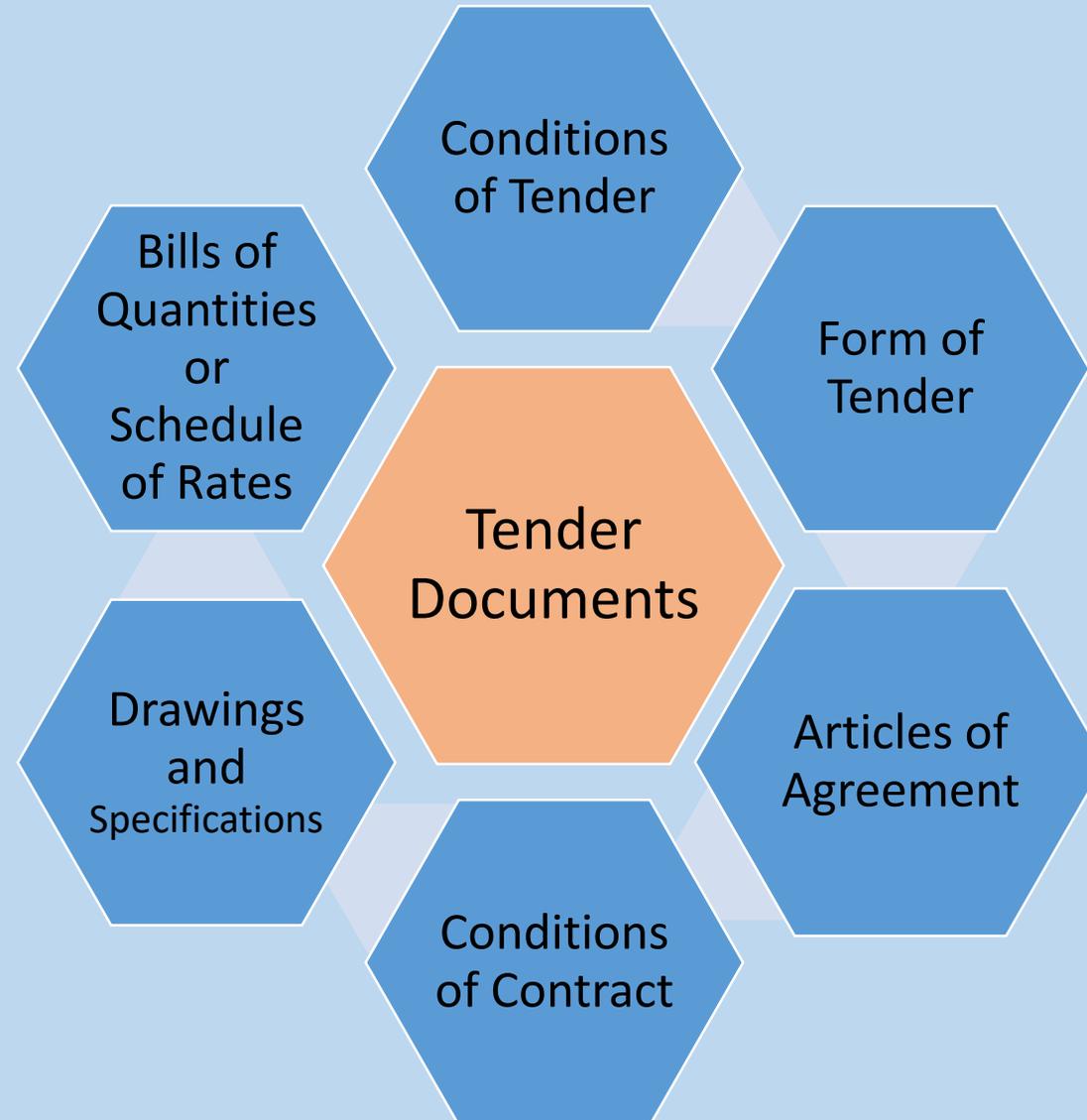
Procurement Process of Main Contract Tender



Procurement of RGBC for construction works

Tender Preparation - Tender Documents

Basic structure of
main contract
tender documents



Procurement of RGBC for construction works

Conditions of Tender

It contains general rules that govern:-

- the content of a tender (completed Form of Tender, BQ or SOR)
- its submission requirement
- tender assessment method (Price only or technical and prices)
- Method of raising tender queries
- qualified tender may not be considered

Reference: General Conditions of Tender under Development Bureau

Source

<https://www.devb.gov.hk/filemanager/technicalcirculares/en/upload/291/2/pwd39731.pdf>

Appendix D
LUMP SUM CONTRACT
(with firm Bills of Quantities)

GOVERNMENT OF HONG KONG
PUBLIC WORKS DEPARTMENT
CONDITIONS OF TENDER

1. The tender documents issued consist of:
 - (a) One complete set of contract documents comprising :-
 - (i) Form of Tender.
 - (ii) Articles of Agreement and Conditions of Contract.
 - (iii) General Specification (if required).
 - (iv) Particular Specification (if any).
 - (v) Bills of Quantities.
 - (vi) Schedule of Plant and Labour to be supplied by Contractor (if required by the Particular Specification).
 - (b) One set of drawings (as and only when required for purposes of tendering).
 - (c) One duplicate copy of the Form of Tender.
 - (d) Two duplicate sets of the Bills of Quantities (One in the case of Resettlement and Low Cost Housing Contracts) for contractor's own use.

Where drawings are issued, they should be returned to the issuing office after submission of the tender. Where drawings are not issued with the tender documents, they may be inspected at the appropriate Public Works Department Office during normal office hours.

2. The tender shall be enclosed in a sealed envelope addressed, endorsed and deposited as required by the Gazette Notification or letter of invitation to tender, and shall consist of:
 - (a) The complete set of documents referred to at 1(a) above with the Bills of Quantities fully priced as to each item, extended, cast and totalled and the Form of Tender fully completed, signed, witnessed and dated. The total of the Bills of Quantities must agree with the sum shown in the Form of Tender.
 - (b) The duplicate Form of Tender fully completed, signed, witnessed and dated.
3. No unauthorised alteration or erasure to the text of the tender documents will be permitted. Any tender containing such alteration or erasure will not be considered.
4. The Contractor shall be required to check the numbers of the pages of the Bills of Quantities against the page numbers given in the Summaries, and should he find any missing, in duplicate, or indistinct, he must inform the appropriate Public Works Department officer at once and have the same rectified.

5. Should the Tenderer for any reason whatsoever be in doubt as to the precise meaning of any item or figure contained in the tender documents, he must inform the appropriate Public Works Department officer in order that the correct meaning may be decided before the date of submission of tenders.

6. No liability will be admitted, nor claim allowed, in respect of errors in the Contractor's tender due to mistakes in the Bills of Quantities which should have been rectified in the manner described above.

7. Any qualification of tender or of the Bills of Quantities may cause the tender to be disqualified.

8. The Contractor shall be deemed to have made allowance in his prices generally to cover items of Preliminaries and profit, attendance and other expenses in connection with Prime Cost, Provisional and other items if these have not been priced against the respective items.

9. All items of measured work shall be priced in detail and tenders containing lump sums to cover trades or groups of work must be broken down to show the price of each item before they will be accepted.

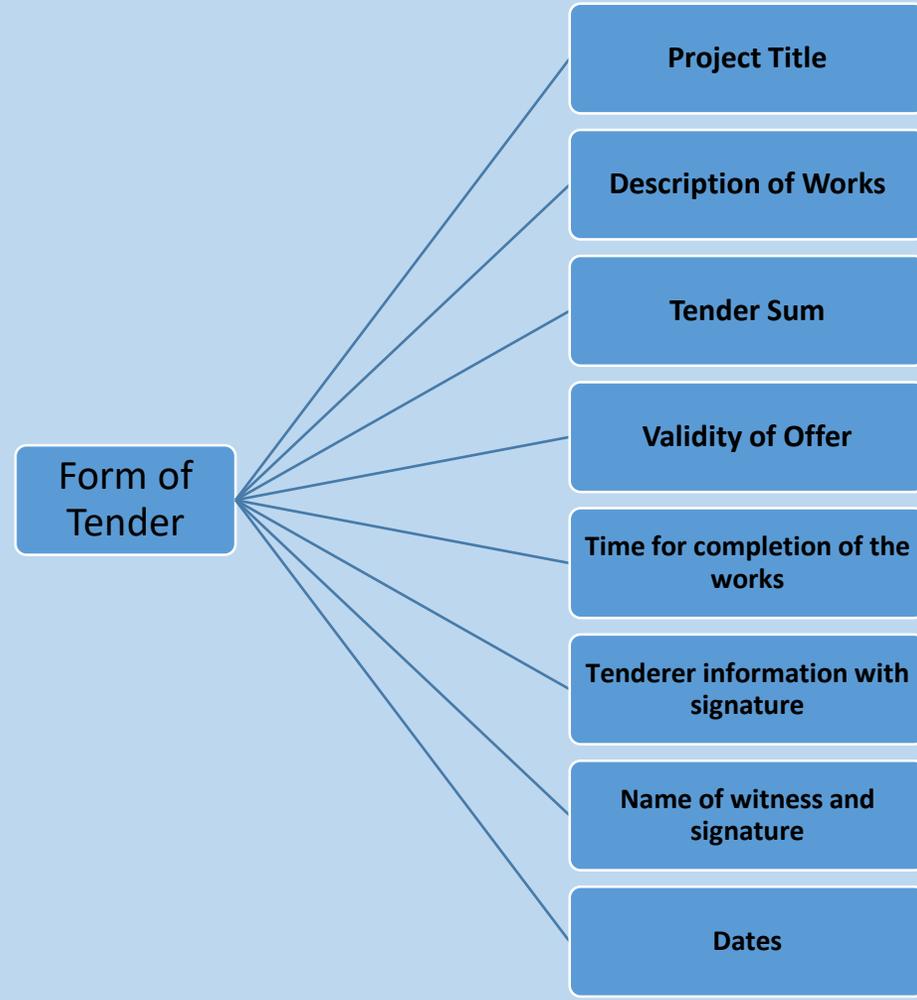
10. In the event of a Tenderer discovering a genuine error in his tender after it has been deposited, attention in writing may be drawn to the error and an amendment attached which, provided that the amendment shall have been deposited on or before the time fixed for receipt of tenders, may be accepted.

11. Should it be found on examination of a tender that the Tenderer has made mistakes in the Bills of Quantities, the mistakes will be corrected in accordance with relevant Public Works Departmental Circular on Examination of Tenders.

Procurement of RGBC for construction works

Form of Tender

This part to be signed by the tenderers to indicate that they have inspected the site, understand the tender and accept the various terms and conditions and other requirements in submitting a tender



FORM OF TENDER
(For capital works contracts other than design-and-build contracts)

THE GOVERNMENT OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION

..... DEPARTMENT

CONTRACT NO.

(Title of Contract)

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 :

¹To: The Chairman,
Central Tender Board,
Central Government Offices (East Wing),
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"), Specification and Bills of Quantities 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, Specification ³ and Bills of Quantities for the sum of Dollars (\$.....) or such sum as may be ascertained in accordance with the said Conditions, Drawings, Specification and Bills of Quantities.

¹ Where the tenders are to be submitted to a tender board other than the Central Tender Board, type in the name and the address of the tender board in lieu of that of the Central Tender Board.

² All references to Bills of Quantities may need to be suitably adjusted where some other forms are used.

³ Replace "and Bills of Quantities" with " Bills of Quantities and the technical resources and technical proposals submitted in accordance with Clause 3(1)(d) of the General Conditions of Tender" when the tender adopts a marking scheme for use in tender evaluation.

Reference: Form of Tender for Capital Works under Standard Contract Document in Development Bureau
https://www.devb.gov.hk/filemanager/en/content_188/form_of_tender.doc

Procurement of RGBC for construction works

Articles of Agreement

This is the most important part in the contract document. It stated the core statement of obligation between to contracting parties

The Contractor to complete the works in accordance with the contract documents for the sum agreed and the employer to pay the contractor as specified in the contract

This part was included in the Standard Form of Contract

Under Limitation Ordinance

For a simple contract - once six years have passed the right to sue in a court of law is no longer possible

For a contract under seal - have right to sue in a court of law for twelve years

Contract under seal are generally executed in accordance with the sealing requirements of company ordinance and the company's own constitutional documents.

Reference: [Guidance on Execution of Public Works Contracts as Deed under DEVB\(PS\) 107/8](#)

47	48
THE GOVERNMENT OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION	
CONTRACT NO. / /	
TITLE _____ _____	
ARTICLES OF AGREEMENT made and entered into this _____ day of _____ between the Government of the Hong Kong Special Administrative Region (hereinafter referred to as "the Employer") and _____ of _____ (hereinafter referred to as "the Contractor"). In this agreement, words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract and the Special Conditions of Contract hereinafter referred to.	(a) SIGNED, SEALED AND DELIVERED by the) Contractor in the presence of) * _____) witness _____)
WHEREAS the Employer is desirous of having the Works executed in accordance with the General Conditions of Contract and the Special Conditions of Contract, the Tender and the acceptance thereof by the Employer, the Bills of Quantities or Schedule of Rates, the Drawings and the Specification.	or
AND WHEREAS the Contractor has agreed to execute the Works subject to the terms and conditions hereinafter contained.	(b) THE COMMON SEAL of the Contractor was) hereunto affixed in the presence of) * _____) Director) * _____) Director/Secretary)
NOW IT IS HEREBY AGREED AS FOLLOWS:	or
1. For the consideration hereinafter contained, the Contractor shall execute the Works to the satisfaction of the Architect in accordance with the General Conditions of Contract and the Special Conditions of Contract, the Tender and the acceptance thereof by the Employer, the Bills of Quantities or Schedule of Rates, the Drawings and the Specification.	(c) SIGNED, SEALED AND DELIVERED for) and on behalf of and as lawful attorney of) the Contractor under power of attorney) dated _____) by * _____) in the presence of) * _____) witness _____)
2. The Contractor shall execute the Works within the period stipulated in the Contract or within such further time as may be determined by the Architect in accordance with the provisions of the Contract.	SIGNED, SEALED AND DELIVERED for) and on behalf of the Employer by) * _____) (Name and appointment of the officer) in the) presence of) * _____) witness _____)
3. The Employer shall pay to the Contractor the Final Contract Sum at the times and in the manner specified in the Contract.	
	Note: (a) For use where an individual contractor is a sole proprietor or where all partners of a firm execute. (b) For use where a contractor which is an incorporated company executes under its common seal. (c) For use where a contractor, whether a firm or an incorporated company executes through an attorney. * Name to be inserted in Block Capitals

Procurement of RGBC for construction works

Conditions of Contract

A. General Conditions of Contract

- To define the responsibilities and liabilities of the parties to the contract
- To describe the method of administration
- To define the terms under which the works to be carried out, the relationship between the Employer and the Contractor, the powers of the Architect and the terms of payment
- Set out contractor's obligations

Procurement of RGBC for construction works

Conditions of Contract

A. General Conditions of Contract

Common terms of the general conditions of contract:

- Architect's Engineer's power to issue instruction
- Assessment of Variations
- Contract period and commencement of Works
- Time for Completion of Works
- Extension of Time
- Liquidated damages
- Termination

- Interim Payment
- Period of interim certificates
- Percentage of certified value retained
- Maintenance Period
- Period of Final Measurement
- Insurance of Works and third party insurance
- Surety Bond and amount of bond

Procurement of RGBC for construction works

Conditions of Contract

B. Special Conditions of Contract

- To supplement the amendments, additions, deletions and amplifications to the general conditions of contract to cater the specific needs in different projects.

SCC125 For work that the Contractor is specifically required under the Contract to take up design and build responsibility, the Contractor shall note that any related Drawings and Specification in the Contract only define the design intent and performance requirements. The Contractor shall be responsible for the final design which shall comply with the design intent and performance requirements including but not limited to technical performance, physical appearance, selection of materials and finishes etc.

The Contractor shall carry out his responsibilities for design, specification selection and materials selection so that the work is designed and executed in due time with reasonable skill and care by trained and experienced persons competent in their particular field and fully conversant with the latest relevant British Standards and Codes of Practice or such other standards or statutory requirements as may be called for in the Contract.

Sample pages regarding the SCC of Design Responsibility for Contractor's Design

SCC125 (Cont'd) All Contractor's design works shall be endorsed by an independent check engineer (ICE) who shall be qualified registered structural engineer that employed by the Contractor. The Contractor shall be responsible to provide design drawings and calculations for submission to the Authorities for obtaining approval and consent of commencement of works. The ICE for all design to be submitted to the Buildings Department shall be a Registered Structural Engineer.

The Contractor shall design and construct those parts of the Works as required in the Drawings and Specification for the Contractor's or sub-contractor's design which include, but not limited to the following major items:-

- (1) temporary works
- (2) precast façade units
- (3) aluminium grille, especially at a/c platform
- (4) glass balustrade/railing installation
- (5) weather-proof type ceiling
- (6) stone cladding
- (7) shop front/glass wall/shutter/folding door & partition
- (8) covered walkway/trellis
- (9) raised floor/wood decking/maintenance platform/cat ladder
- (10) façade signage/advertising banner/green wall/artwork/ front of house signage
- (11) timber and/or metal fencing and gate
- (12) lamp and sign post
- (13) play equipment
- (14) lift installation works
- (15) fall arrest system
- (16) aluminium windows, louvre, aluminium cladding, glass balustrade, railing, glass wall, aluminium architectural features, balcony sliding door, etc.
- (17) recycled plastic/timber deck
- (18) vertical green wall
- (19) steel balustrade including all flat roofs, corridors and staircases
- (20) All steel platforms including access stairs, panels, and opening for E&M installation
- (21) matching covers including cable trench, channels, manhole covers
- (22) Davit arm system
- (23) Pipe jacking system
- (24) Card reader stand
- (25) Information desk

Procurement of RGBC for construction works

Common standard forms of contract in use

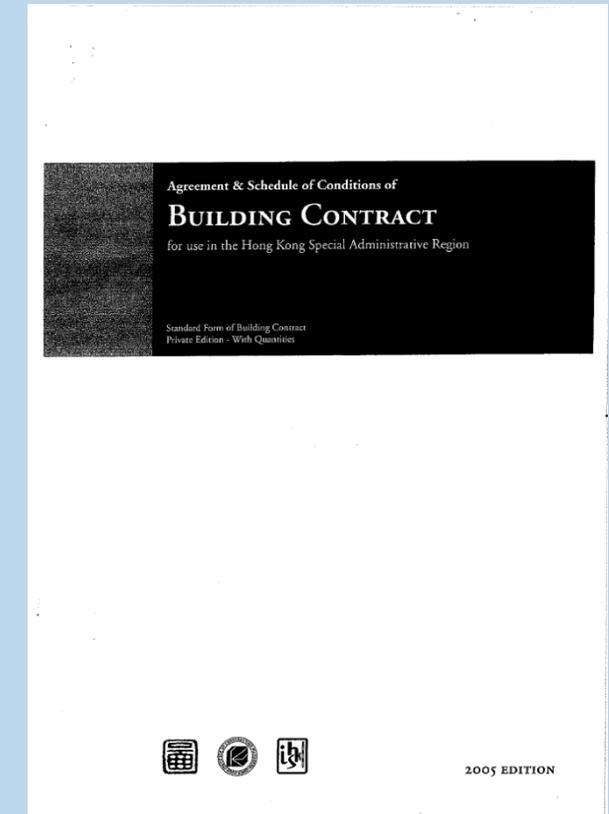
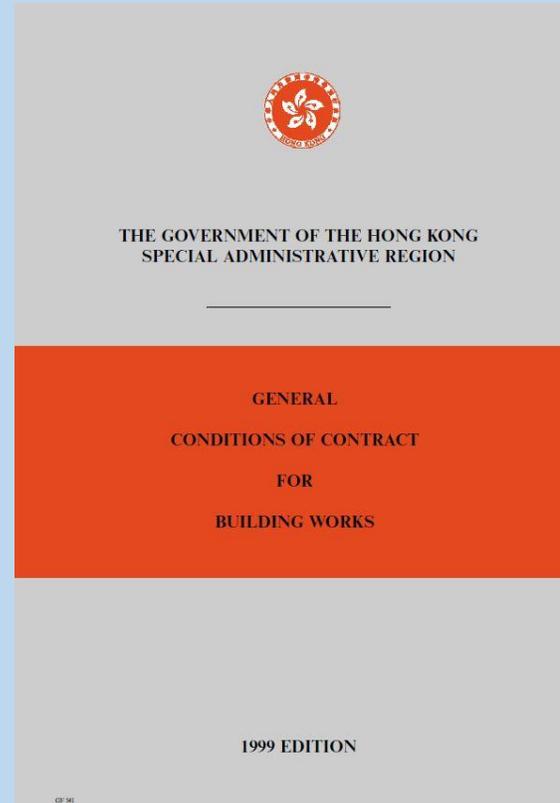
For government projects:

General Conditions of Contract for Building Works,
1999 Edition (HKSAR)

For private projects:

Agreement and Schedule of Conditions of
Contract for use in the Hong Kong Special
Administrative Region, With Quantities, 2005
Edition

Agreement and Schedule of Conditions of
Contract for use in the Hong Kong Special
Administrative Region, Without Quantities, 2006
Edition

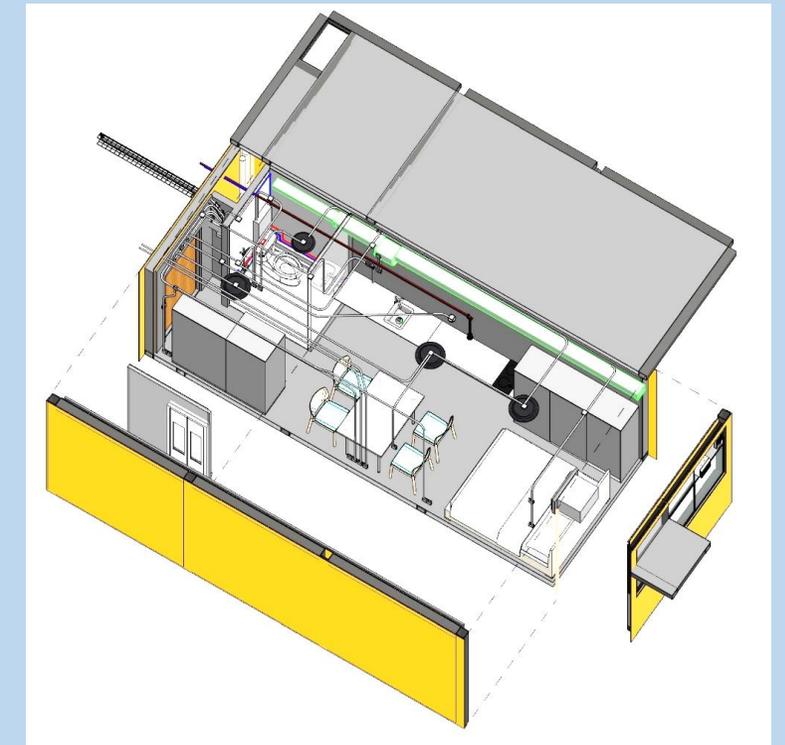
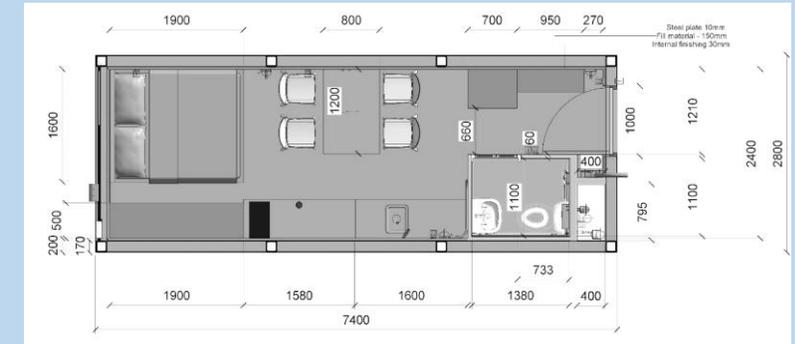


Procurement of RGBC for construction works

Drawings

Enable tenderers to understand the scope and details of works so that price submitted by the contractor can be expected to be realistic

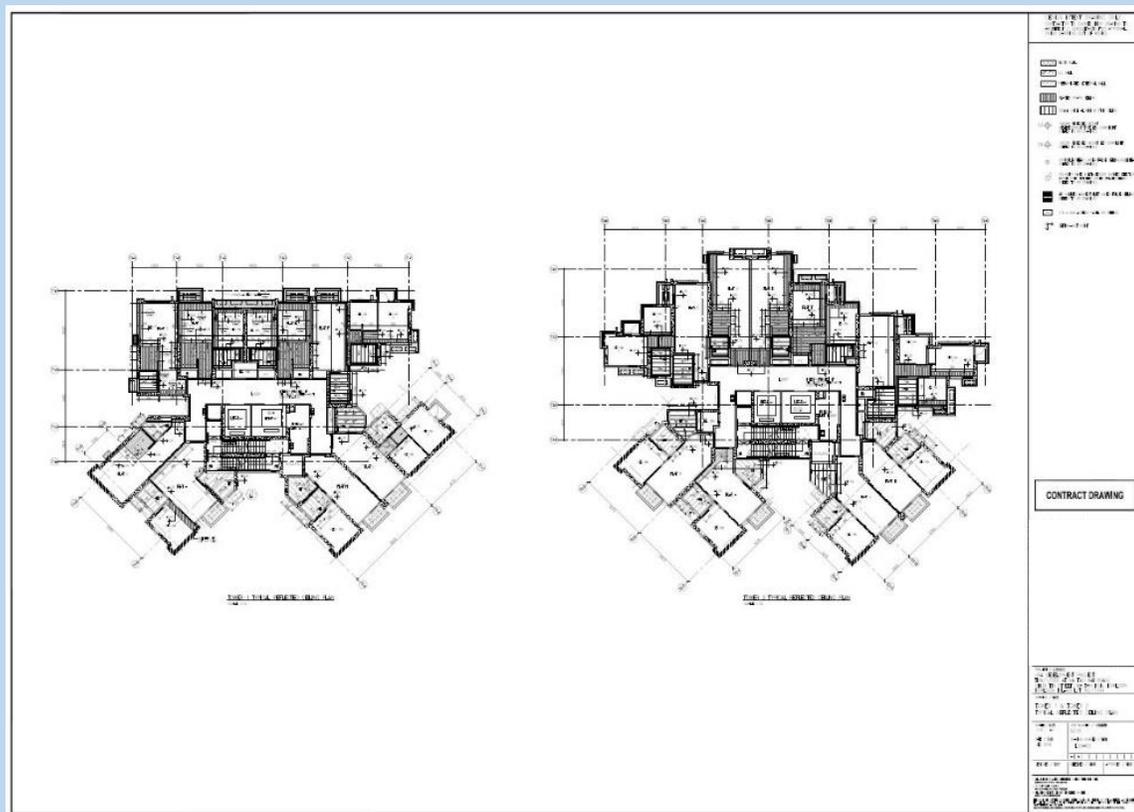
Including building plans, sections and elevations, door schedule, material schedule, finishing schedule, structural plans, building services drawings (electrical, MVAC, plumbing and FS), landscape drawings



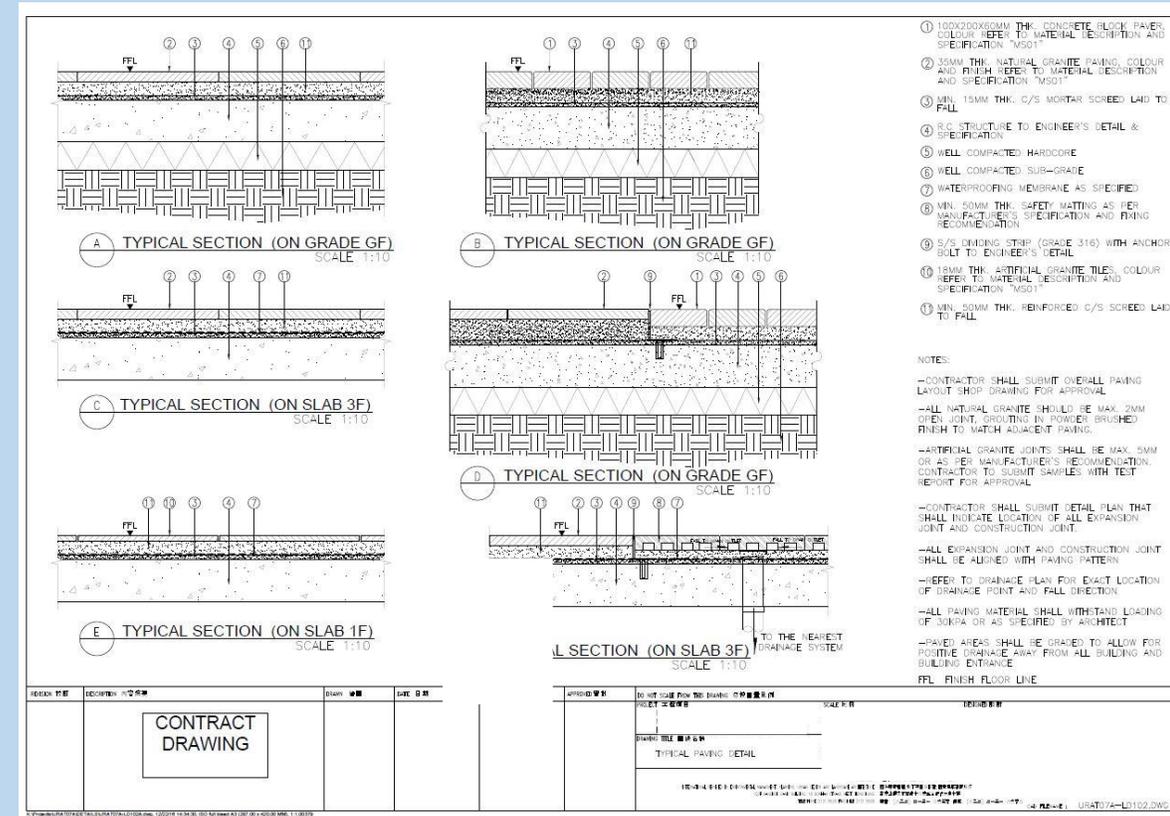
Sample layout plans and schematic drawings

Procurement of RGBC for construction works

Drawings



Tender drawing- Architectural



Tender drawing-Landscape

Procurement of RGBC for construction works

Specification

There are two main classes of specification:

General Specification – covers general requirements of operations and materials

Particular Specification – to modify general specification to suit the project characteristics

*Reference: (i) General and Particular Specification published by ASD
(ii) Consultants may have their own specifications*



CONTENTS

Section No.	Title of Section	Pages
1	Preliminaries	1-1 ~ 1-22
2	Demolition, Site Clearance & Alterations	2-1 ~ 2-14
3	Excavation & Earthwork	3-1 ~ 3-17
4	Steel Sheet Piling Work	4-1 ~ 4-5
5	Piling Work	5-1 ~ 5-41
6	Structural Concrete Work	6-1 ~ 6-40
7	Prestressed Concrete Work	7-1 ~ 7-9
8	Concrete for Minor & Non-structural Work	8-1 ~ 8-5
9	Brickwork & Blockwork	9-1 ~ 9-6
10	Masonry	10-1 ~ 10-5
11	Tanking	11-1 ~ 11-5
12	Roofing	12-1 ~ 12-14
13	Carpentry & Joinery	13-1 ~ 13-13
14	Ironmongery	14-1 ~ 14-14
15	Structural Steel Work	15-1 ~ 15-23
16	Curtain Walls	16-1 ~ 16-44
17	Metal Work	17-1 ~ 17-12
18	Finishes	18-1 ~ 18-49
19	Sanitary Appliances	19-1 ~ 19-6
20	Glazing	20-1 ~ 20-12
21	Painting	21-1 ~ 21-26
22	Internal Fittings and Fixtures	22-1 ~ 22-12
23	Plumbing and Drainage	23-1
24	External Works	24-1 ~ 24-7
25	Landscape Work	25-1 ~ 25-73
26	Geotechnical Works on Soil and Rock Slopes	26-1 ~ 26-45
Index 1	Not Used	
Index 2	Not Used	
Index 3	List of Standards	C1 ~ C3
Index 4	List of Ordinances, Regulations, Codes and Standards for Section 16 and 20	D1 ~ D2

Procurement of RGBC for construction works

Bills of Quantities

The purpose of the Bills of Quantities is:

-To set out the quantities and descriptions of works to be executed for the tenderers to price

-To allow comparison of the tenders in the competitive bidding process

-To provide a basis for valuing the completed work

Bills of Quantities

1) Preambles

To describe the method of measurement used in preparing the bills of quantities.

2) Preliminaries

To list out the site overheads requirements and contract conditions (which do not form part of permanent works), such as description of work, form of contract used, site supervision and site facilities

3) Measured work

Lump sum contract based on bills of quantities –

The quantities of work required for completion of the project will be measured and stated in this section for pricing

4) Provisional sum and prime cost sum

Provisional sum - lump sum items to cover some aspects of a project which cannot be measured in details at the time the tender documents issued

Prime cost sum – a sum of money provided for work or services to be executed by nominated subcontractor or nominated supplier

Procurement of RGBC for construction works

Bills of Quantities

BILL NO. 4.1
PODIUM
CONCRETE WORKS

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	\$	€
	<u>IN-SITU CONCRETE (CONTD)</u>					
	<u>Reinforced concrete: grade 30D/20 (Cont'd)</u>					
	Walls (Cont'd)					
A	300mm thick	9	m ³			
B	350mm thick	9	m ³			
C	400mm thick	9	m ³			
	Curbs					
D	generally	7	m ³			
	Plinths					
E	150mm thick	4	m ³			
F	300mm thick	1	m ³			
G	350mm thick	5	m ³			
				Carried to Collection		

TENDER ADDENDUM NO. 1
W/108638/MC

4.1/3

GENERAL SUMMARY

ITEM	DESCRIPTION	\$	€
	<u>GENERAL SUMMARY</u>		
	<u>SUMMARY</u>		
			<u>Page</u>
	BILL NO. 1 - PRELIMINARIES		1S/7
	BILL NO. 2 - PREAMBLES		
	BILL NO. 3 - SUB-STRUCTURE WITH BASEMENT		3S/1
	BILL NO. 4 - PODIUM		4S/1
	BILL NO. 5 - RESIDENTIAL TOWERS T1 & T2		5S/1
	BILL NO. 6 - EXTERNAL WORKS		6S/1
	BILL NO. 7 - SIGNAGE		7S/1
	BILL NO. 8 - UNDERGROUND DRAINAGE		8S/1
	BILL NO. 9 - SITE SAFETY AND ENVIRONMENTAL MANAGEMENT		9S/2
	BILL NO. 10 - BEAM PLUS REQUIREMENT		10S/1
	BILL NO. 11 - DAYWORKS SCHEDULE		11S/1
	BILL NO. 12 - PRIME COST SUMS AND PROVISIONAL SUMS		12S/1
<u>TOTAL - GENERAL SUMMARY</u>			
Carried to Form of Tender \$			
Name of Tenderer : _____			
Signed with Company Chop : _____			
In the Capacity of : _____			
Date : _____			

W/108638/MC

GS/1

Samples pages of
Bills of Quantities

Procurement of RGBC for construction works

Schedule of Rates

If the contract used is a lump sum contract based on drawings and specifications, no bills of quantities will be prepared. Instead, a schedule of rates with approximate quantities will be prepared for pricing purpose.

The use of Bills of Quantities or Schedule of Rates will be advised by the Quantity Surveyor

Sample pages of Schedule of Rates

SCHEDULE NO. 2.2 BASEMENT SPRINKLER SYSTEM						
ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	\$	€
	<u>SCHEDULE NO. 2.2</u> <u>BASEMENT</u> <u>SPRINKLER SYSTEM</u> <u>Galvanized mild steel pipes and fittings : to BS 1387 or BS EN 10255:2004 or ISO 65:1981 ; medium grade ; screwing to BS 21 pipe threads ; running joints, fixings and supports ; including bends, elbows, tees, crosses, reducers and the like</u> Pipes and fittings ; suspended from soffit					
A	25mm diameter	60	m			
B	32mm diameter	418	m			
C	40mm diameter	98	m			
D	50mm diameter	82	m			
E	65mm diameter	61	m			
F	80mm diameter		m			
G	100mm diameter	140	m			
H	150mm diameter	922	m			
				Carried to Collection \$		
				W/108638/NSC-FS S2.2/1		

SUMMARY OF TENDER				
ITEM	ITEM	DESCRIPTION	\$	€
<u>SUMMARY OF TENDER</u>				
	<u>SCHEDULE NO.</u>			<u>PAGE</u>
	1.	PRELIMINARIES		S1/S
	2.	BASEMENT		S2/S
	3.	PODIUM		S3/S
	4.	RESIDENTIAL TOWER T1 & T2		S4/S
	5.	SUNDRIES		S5/S
	6.	BEAM PLUS REQUIREMENT		S6/S
	7.	PROVISIONAL SUMS		S7/1
TOTAL - SUMMARY OF TENDER				
Carried to Form of Tender \$				
	Name of Tenderer : _____			
	Signed with Company Chop : _____			
	In the Capacity of : _____			
	Date : _____			
				W/108638/NSC-FS ST/1

Procurement of RGBC for construction works

Procurement of Works with MiC Construction

- Technical and Fee selection criteria may be considered for MiC construction such as higher technical weighting may be scored with MiC experiences
- 2 stages Expression of Interest- Early involvement of contractors/ MiC suppliers for submission of in-principal acceptance of MiC system
- Particular specification requirements for MiC Construction such as mock up construction, method statement to explain the whole construction process, off-site supervision, quality control of MiC fabrication

Procurement of RGBC for construction works

Employment of Project Manager for TH development

For NGO with less experience in building construction and tender procedures may employ a Project Manager as NGO's representative for managing the implementation of the TH projects

Reference Material

Material	Link	Source
Form of Tender for Capital Works Contract	https://www.devb.gov.hk/filemanager/en/content_188/form_of_tender.doc	Development Bureau
General Conditions of Contract for Building Works, 1999 Edition	https://www.devb.gov.hk/filemanager/en/content_188/gf541a.pdf	Development Bureau
General Specification for Building 2017 Edition (effective from 1 October 2017)	https://www.archsd.gov.hk/media/291197/gf2017.pdf	Architectural Services Department
General Conditions of Tender	https://www.devb.gov.hk/filemanager/en/content_188/general_conditions_of_tender(31.5.2013).pdf	Development Bureau
Guidance on Execution of Public Works Contracts as a Deed	https://www.devb.gov.hk/filemanager/technicalcirculars/en/upload/328/1/c-2014-07-01.pdf	Development Bureau
AACSB Consultant List	https://www.archsd.gov.hk/en/consultants-contractors/consultants/list-of-consultants-of-aacsb/who-have-been-included.aspx	Architectural Services Department
EACSB Consultant List	https://www.cedd.gov.hk/eng/publications/eacsb-handbook/index.html	Civil Engineering and Development Department
Housing Authority List of Building Contractors	https://comis.housingauthority.gov.hk/ha/eng/ctp_list.jsp?LIST_CD=BLG&LIST_CAT_GRP_CD=BLG/NW/2	Hong Kong Housing Authority
Development Bureau List of Contractors for Public Works	https://www.devb.gov.hk/Contractor.aspx?section=80&lang=1	Development Bureau

Thank you