

TENDER DOCUMENT
FOR
RECTIFICATION OF METAL RAILING
AT
HILLGROVE VILLAGE
DISCOVERY BAY
LANTAU ISLAND

Client: Discovery Bay Services Management Limited

Content

1.0 Form of Tender

2.0 Scope of Work & General Specification

3.0 Technical Specification

4.0 Payment Schedule

5.0 Schedule of Work

6.0 Photograph, plan and drawing

7.0 Probity and Anti-collusion Clauses

1.0 Form of Tender

Form of Tender

for

Rectification of Metal Railing (“the Works”)

at

Hillgrove Village (“the Site”),

Discovery Bay, Lantau Island

NOTE : (1) If a tender is submitted by a partnership or an unincorporated body, the names and residential addresses of all partners should be given in the spaces below.

(2) In all cases, the tenderer must provide details of the followings for the Client’s perusal:

Business Registration Number

Date

(3) Tenderers should note that this is a lump sum contract. No variation should be provided unless and except written instruction was given by the Client.

1. I / We, have inspected the Site, examined the tender documents to the proposed works and do hereby offer to execute, complete and maintain the Works all in accordance with the said tender documents for the sum of Hong Kong Dollars

(HK\$ _____) (Grand Total of 5.0 in the Schedule of Work)

2. I / We agree to abide by this Tender for a period of 120 calendar days from the tender closing date 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 a formal agreement is prepared and executed, this Tender together with your written acceptance thereof, subject to the provisions of Clause 2 hereof, shall constitute a binding contract between us.

4. I / We undertake, if my / our tender is accepted, to complete the whole of the Works comprised in the Contract, within _____ calendar days (Maximum 90 calendar days) including Sundays and Statutory / Public Holidays from the Contract Commencement Date.

5. Referring to this tender, I/We confirm that, before I/we sign this Form of Tender, I/we have read and fully understand this clause and the probity and anti-collusion clauses stated in the tender document.

I/We, represent and warrant that in relation to the tender for the above Works:

(i) I/We, other than the Excepted Communications referred to in the last paragraph of this clause, have not communicated and will not communicate to any person other than the Client the amount of the tender price or any part thereof until I/we have been notified by the

Client of the outcome of the tender exercise;

(ii) I/We have not fixed and will not fix the amount of the tender price or any part thereof by arrangement with any person;

(iii) I/We have not made and will not make any arrangement with any person as to whether I/we or that other person will or will not submit a tender; and

(iv) I/We have not otherwise colluded and will not otherwise collude with any person in any manner whatsoever in the tendering process.

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

In this clause, the expression "Excepted Communications" means my/our communications in strict confidence with:

(i) my/our own insurers or brokers to obtain an insurance quotation for computation of tender price;

(ii) my/our consultants or sub-contractors to solicit their assistance in preparation of tender submission;

(iii) my/our bankers in relation to financial resources for the Works.

(iv) member(s) of related owners committees and/or working group at tender interviews and any other meeting(s) organized and/or in the presence of the Client upon closing of the tender submission.

(v) the listed persons, companies and parties for the stated purposes:

Name of persons, companies and parties

Purposes of communication

_____	_____
_____	_____
_____	_____

6. I / We understand that the Client is not bound to accept the lowest or any Tender. The Client can feel free to negotiate with any party for the tender. The Client reserves the right to cancel the tender at his own discretion without any compensation to the Tenderers.

7. I/We understand that any qualification made in the tender will cause it disqualified.

Signature

in the capacity of

Duly authorized to sign tenders for and on behalf of

Registered address of firm

Signature of Witness

Name in Block Letters

Address

Occupation

Date

2.0 Scope of Work & General Specification

2.0 Scope of Work & General Specification

2.1 Scope of Work

Referring to the drawing no.: HG-Location Plan 01 and photos nos.: HG-photo no.01 to 05 in Clause 6.0, the Contractor shall provide all labour, superintendents, materials, tools, equipment and insurances, etc. necessary to carry out the Works with details as per the following:

- a) Take down and cart away deteriorated metal railing and associated fittings as well as make good and reinstate the affected area afterward.
- b) Rectify, repair and re-install hot-dip galvanized steel metal railing (approx.: 104 linear meters) and all necessary fittings (fittings shall be of the same grade as the railing) with details to match the existing. No painting to rectified railing will be required.
- c) Make good and treat all railings after installation and all surrounding affected area.
- d) Provide temporary measures, working platform and protections to the working areas during the works.
- e) Clean daily and keep tidy for all building entrances, working areas and delivery routes, remove and cart away all construction surplus and debris away from Discovery Bay and dispose to a Government approved collection point / dumping area after work.

2.2 Principle of Tender

The tendered price will be regarded as a lump sum tender and will not be amended for errors found in the examination of tenders. **Tenderers are requested to follow the payment term as stipulated in Clause 4.0 of this tender and other payment terms, e.g. down payment paid by Client to the Contractor is not allowed. Furthermore, all clauses as stipulated in the tender document should be followed.** The tenderer shall include all cost inclusively but not limited to traveling expenses, disbursement, etc, which are required for satisfactory completion of the required work.

The Tenderer shall arrange site inspection with the Client for verification of the location and required work as stipulated in the tender document. Any quantity as filled in by the Tenderer in the Form of Tender and/or Schedule of Work is only for guidance and the submitted quantities are irrelevant to actual quantity required for satisfactory completion of the required work.

No variation will be awarded, unless written instruction has been provided by the Client.

2.3 General & Particular Requirement

The Contractor shall carry out the specified work strictly in accordance with relevant installation standard and statutory requirement including but not limited

to the Building (Minor Works) Regulation [B(MW)R]. The Contractor should ensure that all statutory requirements must be observed, followed and ensure that all their workers are competent, have relevant licenses / permits, in particular those licenses / permit in connection with Building (Minor Works) Regulation. Before the work, the Contractor shall submit the relevant licenses / permits to the Client for custody.

Within 7 days from the date of contract award, the Contractor shall submit working programme, layout plan with dimensions, product catalogues / technical information, design drawings, material samples, and method statement to the Client for comment and approval. Work cannot be commenced without the Client's approval. Except with the instruction of the Client, written notice for work commencement shall be submitted to the Client at least 7 working days in advance and actual commencement shall be subject to the approval of the Client.

The Contractor shall be liable for and indemnify the Client against any liability, loss, claim or proceedings in respect of any injury or damage whatsoever to any property or personnel in so far as such injury or damages arises out of or in the course of or by reasons of execution of the Works, regardless always that the same is due to any negligence, omission or default of the Client or not.

The Contractor shall comply with all reasonable instructions of the Client given in writing under or in connection with the Contract. The Contractor shall exercise reasonable skill, care and diligence as may be expected from a qualified and competent Contractor experienced in the provisions of like works.

During the work, the Contractor shall coordinate properly with the Client's representative for work arrangement such that disturbance to residents should be kept to the minimum.

The Contractor shall be obliged to observe and follow the City Rules relating to Contractors, in particular the overstay charge of goods vehicles, a copy of which is available at our City Management Office for perusal upon request.

The Contractor will be permitted to transport plant and materials to Discovery Bay by using the Discovery Bay Tunnel (the Tunnel) which is accessible from Tung Chung and Sunny Bay provided the Tunnel Ordinance and City Rule are complied with. Permits for use of the Tunnel will be granted to the Contractor by the Tunnel Company through the Client. However, the Contractor is responsible to pay all of the toll costs, road usage fees and over stay charges for engineering vehicles. The Contractor shall submit the application at least 2 working days to the Client for processing before entering Discovery Bay. The Contractor shall observe and follow the Tunnel Ordinance and rules, as imposed by relevant parties, regarding the use of the Tunnel.

2.4 Safety

The Contractor should be fully aware the installations to be carried out at open areas and with traffic around as well as close to slope. Therefore, the Contractor

should ensure that all statutory requirements must be observed and followed. The Contractor should carry out all safety measures as reasonably as practicable to prevent accidents. The Contractor will solely be responsible for injuries / death to persons / workers arising from insufficient safety measures during the work.

2.5 Reinstatement

The Contractor is responsible for making good and reinstatement work at his own cost which are required for the Works. Before commencement of work, the Contractor shall submit photo record to the Client such that the photo record will be served as basis for the standard or criteria of the reinstatement work as required.

2.6 Working Hours

The working period for the work shall not be more than 90 calendar days from the Contract Commencement Date and shall be inserted by the Tenderer in the Form of Tender. Unless otherwise specified, work can only be conducted during the following hours

Monday to Saturday	9:00am – 5:00pm
Sundays and Public Holidays	No work is allowed
(Note: No noisy work on Saturdays)	

2.7 Liquidated Damage

No extension of time except for inclement weather or the subsequent effects of such inclement weather or additional works incurred by the Client by issuing of written notice that are not specified in this contract executed, is allowed in this tender and the liquidated damage shall be 0.25% of the Contract Sum or HK\$500 per calendar day whichever is higher will be imposed should there be any delay in the completion of the installation work. For the purpose of this clause, inclement weather is defined as rainfall in excess of twenty millimetres in a twenty-four hour period (midnight to midnight) as recorded in the Hong Kong Observatory or the hoisting of Typhoon Signal No. 8 or above and critical works have been physically hindered. The Contractor is required to submit in writing the request of extension of time within 7 calendar days after the inclement weather or the receipt of written instruction, to the Client for consideration and approval. After the specified period, any claim for the extension of time shall not be entertained.

2.8 Site Supervision

The Contractor shall nominate a site supervisor for supervision of the Works to ensure that the works are carried out in accordance with all relevant statutory standards and approved drawings. The site supervisor should attend meetings or

site inspections upon requests from the Client by reasonable advance notices.

The Client has the right to reject the proposed supervisor for whatever reason. In the event of his / her performance in the opinion of the Client is not satisfactory, he / she shall be removed and be replaced by suitable substitutes to the Client's satisfaction. The supervisor shall not be removed from his / her respective duties without prior approval of the Client.

2.9 Insurance

The Contractor shall active and maintain sufficient Public Liability Insurance, Contractor's All Risk Insurance and Employees' Compensation Insurance during the contract period and until no further work of any kind is being carried out.

The minimum amount of Public Liability Insurance shall be HK\$10,000,000 per incident but unlimited in the aggregate amount throughout the contract.

The insurance policies shall be endorsed to cover the Client's liability of the following:

a. Injury to Persons and Property and Employer's Indemnity

The Contractor shall be liable for, and shall indemnify the Client against any expense, liability, loss, claim or proceedings whatsoever arising under any statute or at common law in respect of personal injury to or the death of any person whomsoever arising out of or in the course of or caused by carrying out of the Works, unless due to any act or neglect of the Client or of any person for whom the Client is responsible.

Except for such loss or damage as is at the risk of the Client, the Contractor shall be liable for, and shall indemnify the Client against any expense, liability, loss, claim or proceedings in respect of any injury or damage whatsoever to any property real or personal in so far as such injury or damage arises out of or in the course of or by reason of the carrying out of the Works, and provided always that the same is due to any negligence, omission or default of the Contractor, his servants or agents or of any sub-contractor, his servants or agents.

b. Insurance against injury to Persons and Property

Without prejudice to his liability to indemnify the Client under the clause 2.9(a), the Contractor shall maintain:

- i. Such insurances as necessary to cover the liability of the Contractor in respect of personal injuries or death arising out of or in the course of or caused by the carrying out of the Works; and
- ii. Such insurances as may be specifically required by the Specification in respect of injury or damage to property real or personal arising out of or in the course of or by reason of the carrying out of the Works and caused by any negligence, omission or default of the Contractor, his servants or agents or, as the case may be, of such sub-contractor, his servants or agents.

The Contractor shall activate and maintain insurances for such amounts of indemnity in respect of any expense, liability, loss, claim or proceedings which the Client may incur or sustain by reason of damage to any property other than the Works caused by collapse, subsidence, vibration, weakening or removal of support or lowering of ground water arising out or in the course of or by reason of the carrying out of the Works excepting damages:

- i. caused by negligence, omission or default of the Contractor, his servants or agents or of any sub-contractor, his servants or agents;
- ii. attributable to errors or omissions in the designing of the Works;
- iii. which can reasonably be foreseen to be inevitable having regard to the nature of the work to be executed or the manner of its execution;
- iv. arising from a nuclear risk or war risk;

c. Employees' Compensation Insurance

The Contractor shall activate and maintain adequate Employees' Compensation Insurance throughout the Contract.

d. Insurance of the Works against Fire, etc.

Without prejudice to the obligations, the Contractor shall insure against loss or damage by fire, lightning, explosion, storm, typhoon, flood, bursting or overflowing of water tanks, apparatus or pipe, earthquake, aircraft and other aerial devices or articles dropped therefrom, riots and civil commotion for the full value thereof, and goods delivered to, placed on or adjacent to the Works and intended therefore but excluding temporary buildings, plant, tools and equipment owned or hired by the Contractor.

Such insurance shall be with the insurers approved by the Client and the Contractor shall deposit with the Client the policy or policies and the receipts in respect of premium paid upon request.

As and when he is reasonably required to do by the Client, the Contractor shall produce for inspection by the Client, documentary evidence that the insurances required by this sub-clause are properly maintained, but on any occasion the Client may (but not unreasonably or vexatiously) require to have produced for his inspection the policy or policies and receipts in question.

Should the Contractor make default in insuring or in continuing or in causing to insure as provided in this sub-clause the Client may himself insure against any risk with respect to which the default shall have occurred and may deduct a sum or sums equivalent to the amount paid or payable in respect of premiums from any monies due or become due to the Contractor.

Upon acceptance of any claim under the aforesaid insurances the Contractor with due diligence shall restore work damaged replace or repair any unfixed materials or goods which have been destroyed or injured remove and dispose of any debris and proceed with the carrying out and completion of the Works. All monies received from such insurances shall be paid to the Contractor by installments under the

Client's certified interim claim payment. The Contractor shall not be entitled to any payment in respect of the restoration of work damaged, the replacement and repair of any unfixed materials or goods, and the removal and disposal of debris other than the monies received under the said insurances.

2.10 Owner's Controlled Contractor's All Risk Insurance (Option to be determined by the Client)

Instead of providing by the Contractor under Clause 2.9, the Client reserves the right to secure a Contractor's All Risk insurance policy for the purpose of the Contract. A copy of the insurance policy is kept by the Client and with prior arrangement, can be viewed in the Client's office. The public liability under this policy shall be not less than HK\$10,000,000 for any one accident and unlimited in aggregated amount for the period of insurance. The Contractor attention is drawn to Clause 2.3 of this document which sets out his contractual obligations to indemnify the Client against certain expense, liability, loss, claim or proceedings. If the Contractor considers the above-mentioned limit of indemnity for any one accident to be inadequate to cover these contractual obligations, he is at liberty to take out a policy with an increased limit of indemnity but any additional premium or differential in premium shall be at his own expense.

The policy shall cover the contract period plus the Defects Liability Period. The policy shall be extended if the contract period is extended or a delay occurs. If the contract period is exceeded through default of the Contractor, the Client shall extend the policy and the extra cost of the additional premiums to cover these extensions shall be the responsibility of the Contractor.

The Contractor is deemed to have examined the policy which shall contain all the usual conditions and provisions and its responsibilities will equate to those it would have generally if the Client has not arranged the insurance. The Contractor shall be responsible, as may be directed from time to time by the Client, for dealing with the Insurers and negotiating the settlement of all claims. The outcome of such negotiation and the final reimbursement made by the Insurer, if any, will be regarded as the Contractor's entitlement under the claim and no extra claims to the Client will be entertained. The Client will not bear any responsibility or liability for the Insurer's assessment of the claim and refusing to reimburse under the policy.

The Contractor is deemed to have read and understood all the terms of the insurance policy taken out and maintained by the Client. If, in the Contractor's opinion, the amounts and/or risks insured are insufficient to cover the Contractor's risks, duties, obligations or liabilities under the Contract and at common law, the Contractor may effect such further insurance as it considers necessary with insurers to be approved in writing by the Client.

Notwithstanding that the insurance described in this Clause will be maintained by the Client, the whole of the site, plant, materials and works are at the sole risk of the Contractor including any and all liabilities to third parties and damage or loss caused by but not limited to the perils of fire, lightning, explosion, storm, typhoon, flood, bursting or overflowing of water tanks, apparatus or pipes or other water damage,

earthquake, aircraft and other aerial devices or articles dropped therefrom, riots, strikes, civil commotion, malicious damage, landslide, subsidence, collapse, impact, and any other cause whatever.

It is the responsibility of the Contractor to ascertain all details of the policy taken out by the Client and to make allowance therefore, including the exceptions and excesses, in the quoted sum.

2.11 Bankruptcy

The Client may at any time by notice in writing summarily terminate this Contract without entitling the Contractor to compensation in any of the following events:

- a. If the Contractor shall at any time be adjudged bankrupt, or shall have a receiving order or orders for administration of his estate made against him, or shall take any proceedings for liquidation or composition under any Bankruptcy Ordinance for the time being in force, or make any conveyance or assignment or his effects or composition or arrangement for the benefit of his creditors or purports so to do; or
- b. If the Contractor, being a company shall pass a resolution or the Court shall make an order for the liquidation of its assets, or a Receiver or Manager shall be appointed on behalf of the debenture holders, or circumstances shall have arisen which entitle the Court or debenture holders to appoint a Receiver or Manager. Provided always that such determination shall not prejudice or affect any right or remedy which shall have accrued or shall accrue thereafter to the Company.
- c. In either of the cases for which the two preceding sub-clauses provide, the Client may assign the balance of the incomplete services to another Contractor or Contractors whereupon the Contractor shall be liable to reimburse the Client for any sums so incurred.

2.12 Defects Liability

12 months defects liability period from the date of issue of Practical Completion Certificate by the Client shall be allowed. In the event that defects are arisen due to the poor workmanship and material during the defect liability period, the Contractor shall remedy and rectify the said defects to the satisfaction of the Client. The Contractor shall include all relevant costs incurred for satisfactory completion of the defect rectification.

Defect liability for any substantial part(s) requiring replacement, renewal or repair shall be counted from the date of acceptance of such replacement, renewal or repair.

In the event of the Contractor's failure to take such steps and/or to carry out such remedial work within fourteen (14) days from the date of notice given by the

Client to the Contractor, the Client shall be entitled to take such steps and/or to carry out such remedial work by his own workmen or any other contractor(s) and the amount of costs and expenditure due in respect thereof or raising therefrom shall be a debt due to the Client from the Contractor and shall be settled on demand within one (1) month. Any such work so affected shall not render the defect liability and the guarantee, if any, void as a whole and the defect liability and the guarantee, if any, shall remain valid to the undisturbed portion of the Works completed by the Contractor.

In case of latent defects, provision of Limitation Ordinance CAP 347 applied.

2.13 Cleaning and Removal of Debris

The Contractor shall be responsible for daily cleaning and removal of the debris out of Discovery Bay and dispose to a Government approved collection point / dumping area. However, temporary pre-determined refuse collection point at nearby areas will be assigned by the Client to facilitate the implementation of the Works. After completion of the Works, the Contractor shall resume the collection point in a clean and tidy condition to the satisfaction of the Client.

2.14 Storage of Materials

All materials, plant and equipment shall be stored on site in accordance with the manufacturer's recommendations concerning guarantee or warranty. However, the Contractor shall obtain consent from the Client on the location and size of the storage place. The Client will not be responsible for the damage, loss, etc., of the materials stored.

In case damage of equipment or material at site is caused by improper storage, the Contractor shall be responsible for replacement of such equipment or material at his or her own cost to match the working programme.

2.15 Samples of Materials

The Contractor shall supply a sample board containing samples of materials and accessories as considered necessary by the Client. The Contractor shall obtain the Client's written approval of the samples and accessories before commencement of the installation work. A label bearing the name of the Contractor, the title of the Contract, the name of the manufacturer and the specific work for which the material or accessory is to be used, shall be attached to each item. Two sets of approved sample board shall be prepared by the Contractor such that one set shall be kept in the Client's office whereas the other set shall be kept at site office.

2.16 Drawings

The Contractor shall prepare or be responsible for obtaining the following drawings at his own cost:

- a. installation drawings and schedules;
- b. manufacturer's shop drawings;
- c. builder's work drawings;
- d. record drawings and charts;
- e. as-built drawings;

The Contractor shall be responsible for verifying the accuracy of all dimensions abstracted from attached drawings, sketches or Client's drawings and used in the preparation of her drawings.

2.17 Client Approval

The Contractor shall obtain the Client's approval before ordering or installation. The form of approval will be an examination of the product catalogue and / or technical information by the Client to ensure that the design criteria and engineering principles described in the Tender documents have been correctly interpreted and applied by the Contractor.

The Contractor must carry out his own checking procedure before submitting information for approval; this checking must cover not only his own work, but that of Manufacturers and Specialists for whom he is responsible.

Approval of information will in no way relieve the Contractor of his responsibility for error in his design work or of his other contractual responsibilities and obligations. The Contractor shall allow a period of 2 weeks in his programme for the Client to review and return the Contractor's submission with comment.

The Contractor shall inspect the site and satisfy himself the extent of work so as to ascertain the extent and evidence of the works and to submit an installation method statement and proposed materials for approval prior to commencement of work.

2.18 Protection

The Contractor shall be responsible for the protection of his work during and after erection and shall be responsible for any necessary casing and protection after the work has been executed.

The Contractor shall be responsible for taking every precaution and necessary measures to protect the public from injury or death during execution of the Works. Before commencement of work, details shall be submitted to the Client for approval.

The Contractor has to make provision for protecting all works and materials from damage, weather, etc. Any damage arising from Contractor's failure for doing so shall be made good at his own expenses.

The Contractor must also protect all owners' property and existing finishes of floors, wall, ceilings, lifts, staircases. Any damages caused must be rectified and restored to original condition at Contractor's cost.

2.19 Setting Out

The Contractor shall be responsible for the true and proper setting-out of the works and for the correctness of the position, levels, dimensions and alignment for all parts of the works and for the provision of all necessary instruments, appliances and labour in connection therewith. If at any time during the progress of the works any error shall appear or arise in the position, levels, dimensions or alignment of any part of the works, the Contractor on being requested to do so by the Client shall at her own expense rectify such error to the satisfaction of the Client.

The checking of any setting out or of any line or level by the Client or his representative shall not in any way relieve the Contractor of her responsibility for the correctness thereof and the Contractor shall carefully protect and preserve all bench-marks, sight rails, pegs and other things used in setting-out the works.

At the commencement of the work and before the existing ground is disturbed, the Contractor shall satisfy herself that the existing ground levels as indicated on the drawings are correct. Should the Contractor wish to dispute any levels she shall submit to the Client a schedule of the position of revised levels. The existing ground relevant to the disputed levels shall not be disturbed before the Client's decision as to the correct level is given.

After setting out any works which are related to existing levels, but before work commences, the Contractor shall check all relevant levels, excavating pits if necessary, and submit such levels to the Client in order that the details of the proposed works may be confirmed or if necessary amended.

The Contractor shall be responsible for taking all her own dimensions on site, checking runs and levels and marking out for builders work.

Any unnecessary work carried out by the Contractor due to inaccuracy of the Contractor's drawings, dimensions, or making out shall be paid for by the Contractor.

Where detailed drawings do not form part of this Specification, the Contractor shall ensure that the setting out of equipment permits it to fit into the space allocated and allows access for maintenance and replacement purposes.

2.20 Termination

- a) Notwithstanding Clause 2.11 of the Specification, the Client can terminate this Contract by giving one month's notice in writing to the Contractor without any compensation.
- b) In the event of any breach of this Contract committed by the Contractor or it is in the opinion of the Client that the services provided is not to his satisfaction, the Client will give written notice to the Contractor specifying in reasonable detail the breach or dissatisfaction and if within fourteen (14) days of receipt of the notice the Contractor fails to rectify the breach or cure the dissatisfaction in a manner acceptable by the Client, the Client shall be at liberty to terminate the Contract by giving the Contractor seven days' notice in writing to that effect provided that nothing herein contained shall preclude the Client from claiming from the Contractor for all losses or damages which the Client may have suffered due to such non-performance or non-compliance, negligence and/or earlier termination of this Contract.
- c) Pursuant to sub-clause 2.21(b), upon termination of the contract by the Client, the Client has the absolute right to carry out such work or instruction by his own workers or other companies. Without prejudice to any other remedy, all additional expenditure properly incurred by the Client in having such work or instruction carried out shall be recoverable to the Client from the Contractor and shall be deducted from any monies due to the Contractor.
- d) Pursuant to sub-clause 2.21(a), the Contractor shall be paid fees proportionate to the services performed by them up to the date of termination or suspension as certified by the Client and such payment shall be deemed in full and final payment for the service under the Contract.

2.21 Levies by Construction Industry Council

As stipulated by the current Construction Industry Council Ordinance, Cap. 587 (the Ordinance), The Contractor in getting the contract with final contract sum or accumulated amount exceeding HK\$3M shall be liable to all levies payable to the Construction Industry Council (CIC).

In this connection, the Contractor concerned should pass copies of those submission to CIC associated with the contract work to the Client for record.

If the Contractor concerned fails to settle the required levies within 28 calendar days upon the demand from CIC, the Client may settle the outstanding levies on behalf of the Contractor. As such, the payment incurred shall be recoverable to the Client from the Contractor by deducting any monies due or to be due to the Contractor.

2.22 Levies due to Construction Waste Disposal Charging Scheme

As stipulated by the current statutory requirement, all construction waste including but not limited to those substance, matter or thing that is generated from construction work and abandoned, whether or not it has been processed or stockpiled before being abandoned will be charged as per the Construction Waste Disposal Charging Scheme prepared by the Environmental Protection Department, HKSAR. The successful tenderer shall be liable to pay the construction waste disposal charge incurred from the Work. To this ends, all submitted tenders are deemed to have included such construction waste disposal charge as levied by relevant Authority and no claim for whatever reason will be entertained.

Upon the award of the contract, the contractor shall open a billing account, if necessary, with the Environmental Protection Department and pay for the construction waste disposal charge prior to disposing the construction waste onto the designated location(s) approved by the Government, HKSAR. The Contractor shall submit the details of the account to the Client upon requested.

If the Contractor fails to settle the required levies within 28 days upon the demand from the Environmental Protection Department, the Client may settle the outstanding levies on behalf of the Contractor. Under the circumstance, the payment incurred shall be recoverable to the Client from the Contractor by deducting any monies due or to be due to the Contractor.

2.23 Construction Workers Registration Ordinance (If applicable)

All tenderers should aware and fully comply with the Ordinance. Whenever applicable, the Contractor is required to delegate only those technicians / workers of designated trades with proper registration to proceed with the works. The Client does not have the obligation to check the registration.

2.24 Copyright

Copyright in all presentation, materials, drawings and Specifications and other relevant documents produced in accordance with the Contract by the Contractor and in the work executed by them shall remain the property of the Client.

2.25 Non-assignability

The Contractor must not, without the prior written consent of the Client, sublet, assign or transfer any of its rights or obligations under this Contract to third party. Upon approval by the Client for doing so:

- a. Contractor's right to sublet, assign or transfer, directly or indirectly, shall not in any way relieve it from any obligation under the contract. Furthermore, the sub-contracting of any part of the Works shall not relieve the Contractor from any liability or obligation under the Contract particularly in respect of the

provision of specified supervision and he shall be responsible for the acts, defaults and neglects of any sub-contractor or the agents, employees or workers of any sub-contractor as fully as if they were the acts, defaults or neglects of the Contractor, his agents, employees or workers.

- b. It shall be the duty of the Contractor if so required by the Client to furnish the full particulars of any sub-contractor employed or to be employed on the Works.
- c. The Client shall have the full power to order the removal of any sub-contractor from the Site and / or the Works, which power shall not be exercised unreasonably.
- d. The Contractor shall be fully responsible for the payment to its sub-contractors, the agents, employees or workers of any sub-contractor. If such payment is unreasonably withheld by the Contractor, the Client may settle the payment on behalf of the Contractor but subject to the absolute discretion of the Client. All payment incurred shall be recoverable to the Client from the Contractor by deducting any monies due or to be due to the Contractor.

2.26 Laws, Jurisdiction & Dispute Resolution

- a) The Contract is governed by and shall be construed in accordance with the laws of the Government, Hong Kong Special Administrative Region.
- b) Each of the parties hereto hereby irrevocably submits to the non-exclusive jurisdiction of the courts of Hong Kong Special Administrative Region.
- c) Any dispute or difference arising out of or in connection with the contract awarded or agreement made for this tender or quotation shall be referred to and finally determined by arbitration at the Tribunal of Penta Arbitration and in accordance with the Penta Arbitration Rules (details of which are at this link : <http://www.pentaarbitration.com/arbitrationRules.pdf>) . The law of this arbitration clause shall be the laws of Hong Kong. The seat of arbitration shall be Hong Kong. The arbitration shall be international and the subject-matter of the arbitration agreement relates to more than one country. The number of arbitrators shall be one. The arbitration proceedings shall be conducted in Chinese and the Award shall be written in English.

2.27 Acceptance of Tender

The Client is not bound to accept the lowest or any tender which may be received. The Client can feel free to negotiate with any party for the tender. The Client reserves the right to cancel the tender at his own discretion without any compensation to the Tenderers.

3.0 Technical Specification

3.0 Technical Specification

3.1 Statutory Obligations, Standards of Materials and Workmanship

Where applicable, the most updated versions of the following documents shall apply to this tender:

- a) General Conditions of Contract for Building (1999 Edition);
- b) General Specification for Building (2012 Edition);
- c) General Specifications for Civil Engineering Works (2020 Edition) and its subsequent corrigenda;
- d) General Conditions of Contract for Civil Engineering Works (1999 Edition);
- e) Buildings Ordinance (Cap. 123)
- f) The “British Standard” and “Codes of Practice” published by the British Standards Institution together with any amendments made thereto, particularly BS 7188 and BS EN1177;
- g) The IEE Wiring Regulation (16th edition);
- h) The requirements from Labour Department and Environmental Protection Department, etc;
- i) The Occupational Safety and Health Ordinance - Chapter 509;
- j) Construction of Site Safety Manual (Chapter 3); and
- k) Construction Industry Council Ordinance, Cap. 587.
- l) Regulation of relevant professional bodies recognized in Hong Kong;
- m) All other relevant authorities having jurisdiction over such kind of installation in Hong Kong.

4.0 Payment Schedule

4.0 Payment Schedule

Work completion certified by the Client	90% of the contract sum will be paid upon completion of the Works to the satisfaction of the Client.
---	--

Retention	10% of the certified sum will be retained as retention money and shall be released upon expiry of the 12 months defect liability period and satisfactory completion of all defect rectification. Retention will not be applied to inspections held.
-----------	---

Payment shall be released within 30 days upon presentation of invoice accompanied with substantiation of completed works and certified by the Client.

5.0 Schedule of Work

5.0 Schedule of Work

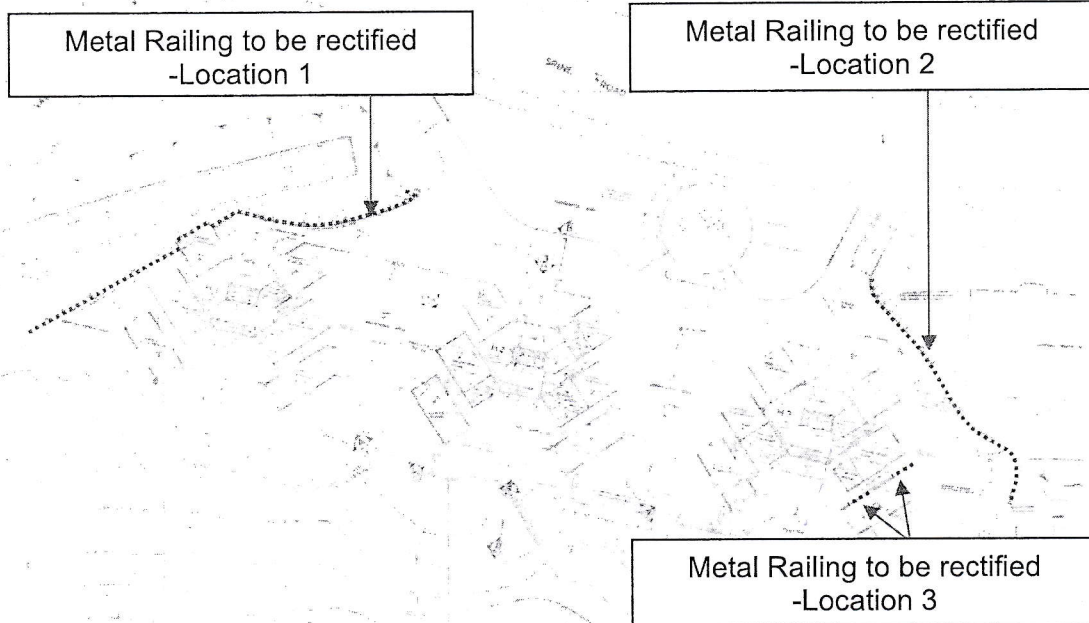
The descriptions given below are not intended as complete description of the Works, but merely as indicating their extent. Full details of various items are to be as given in the tender specification / document. All tenderers are strongly advised to attend the site inspection with the Client for verification of the location and requirements of work as stipulated in the tender document. Any quantities as filled in by the tenderers are only for guidance and captioned quantities are irrelevant to actual quantity required for satisfactory completion of the specified work.

Client reserves the right to award whole or part of the work as shown below at the unit rates quoted for the area(s) and the Contractor has no objection to this arrangement. Cost will be paid according to the quantity of work done.

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Amount (HK\$)</u>
1	Provide all labour, superintendents, materials, transportation, equipment and tools, safety measures and insurance (excluding contractor's all risk insurance) necessary to carry out the rectification works of metal railing with details as per the tender document.	1 Lot	
2	Provision of contractor's all risk insurance by the Contractor (deductible if the insurance is provided by the Client)	1 Lot	
			<hr/>
			Total HK\$
			<hr/>
			(Carried to Form of Tender)

Note: The submitted rates are deemed to have included all necessary items including but not limited to preliminaries, temporary protective measures, temporary traffic control arrangement, health & safety precaution, fencing off, surplus & debris removal, reinstatement, etc. for the satisfactory completion of the Works and such rates will be utilized for evaluation of variation work, if instructed by the Client in future.

6.0 Photograph, Plan and Drawing



Drawing No.: HG-Location Plan 01

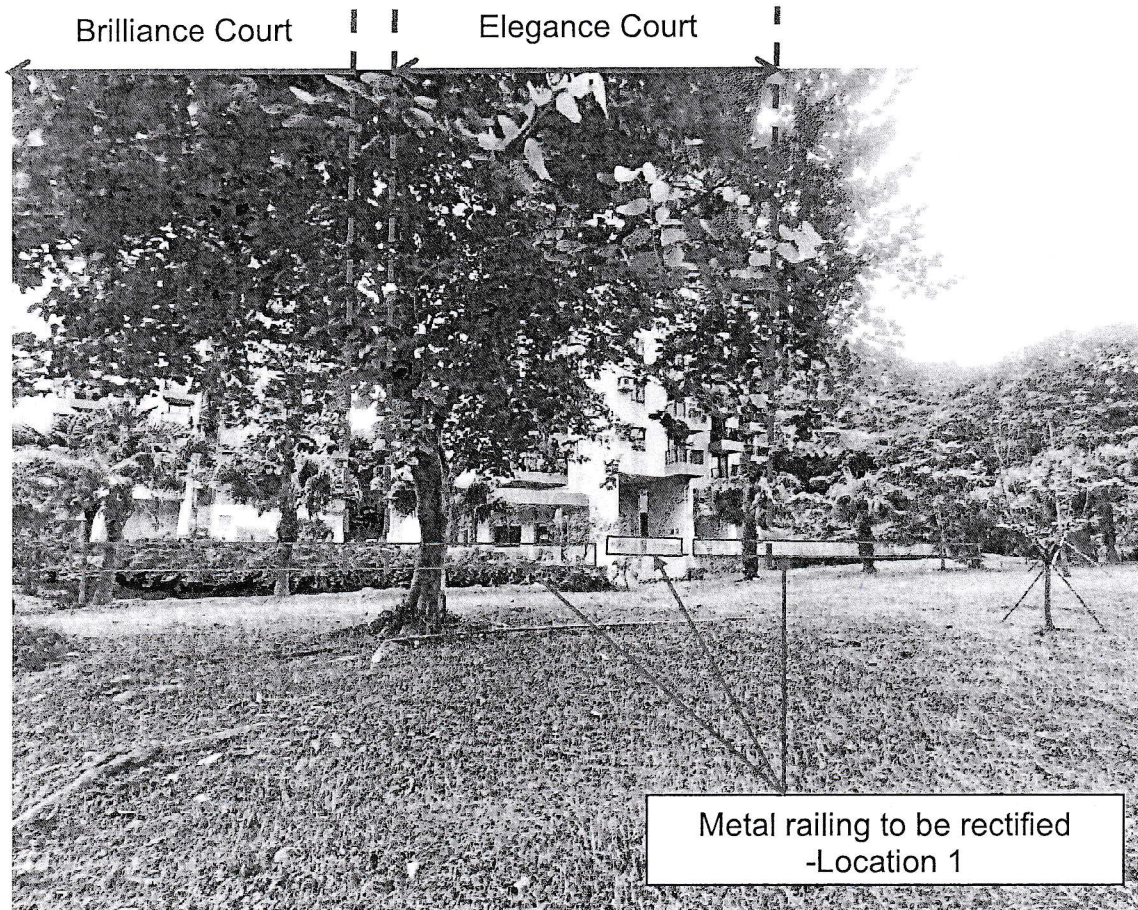


Photo No.: HG-Photo No. 01

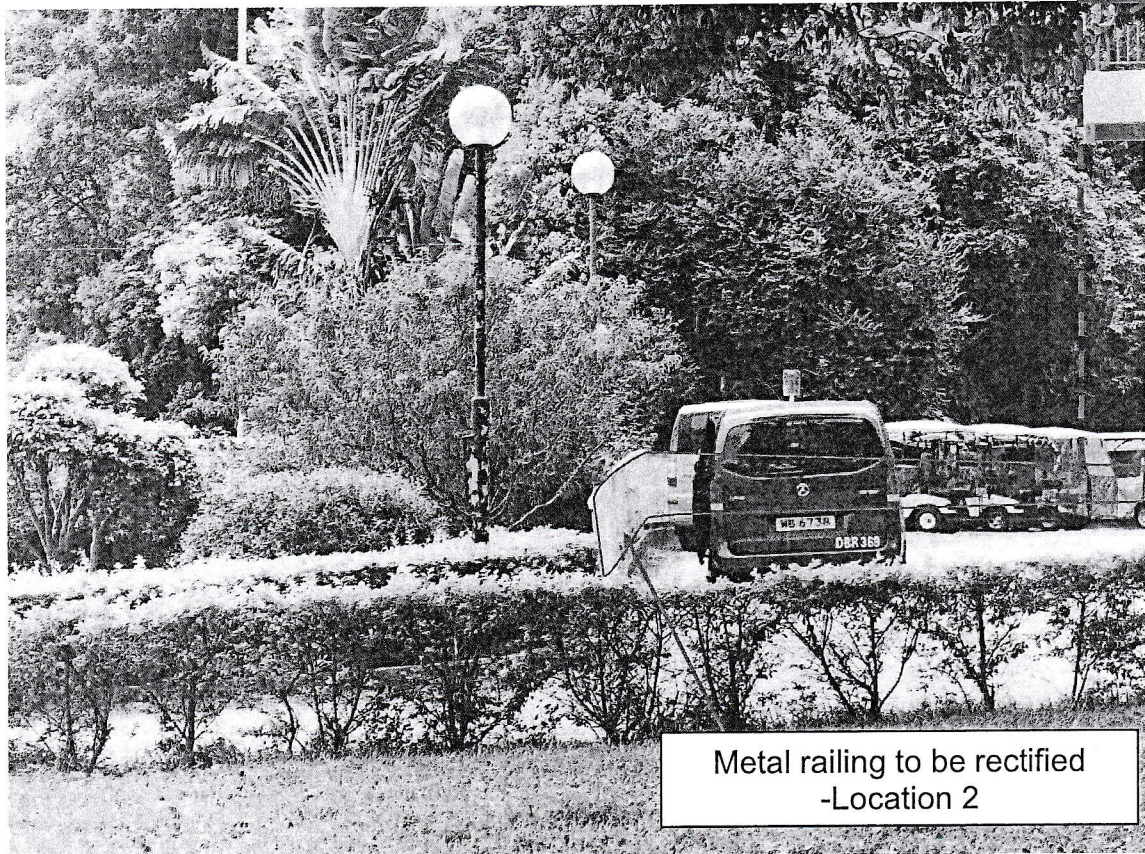
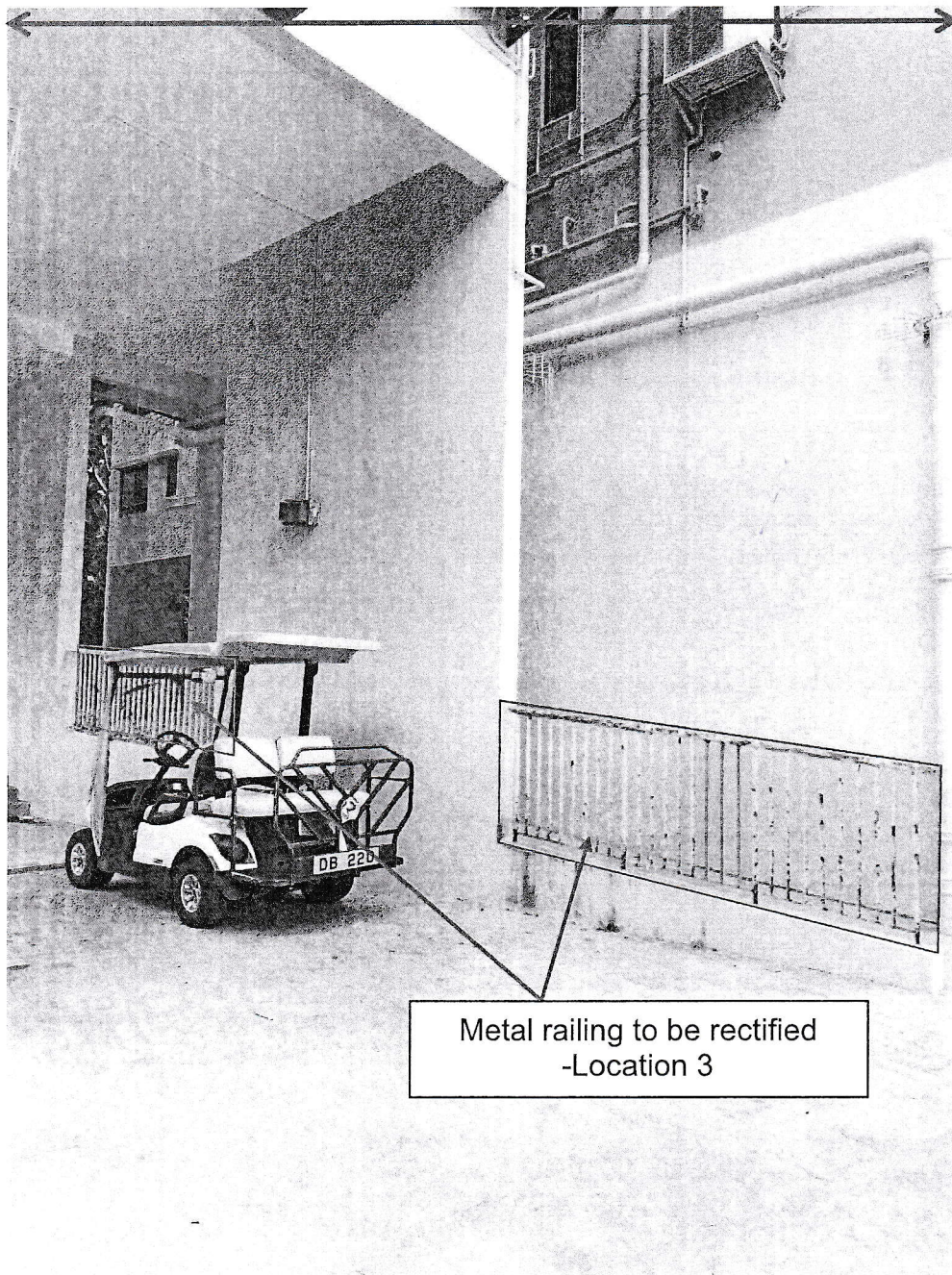


Photo No.: HG-Photo No. 02

Glamour Court



Metal railing to be rectified
-Location 3

Photo No.: HG-Photo No. 03

Details of Existing Metal Railing

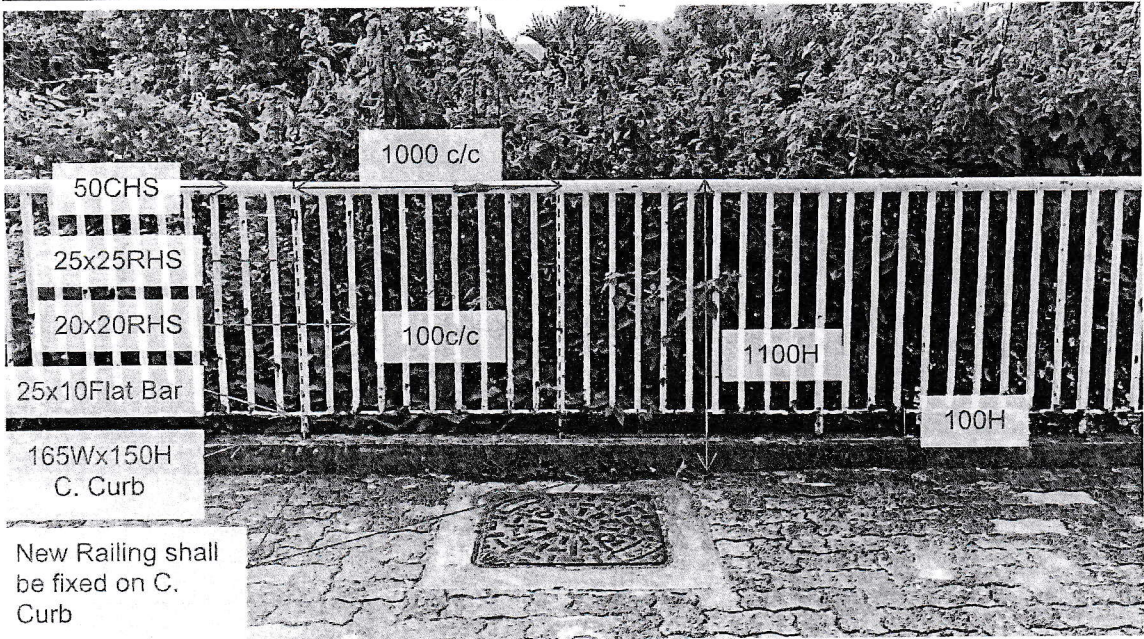


Photo No.: HG-Photo no. 4 (All dimensions in mm)

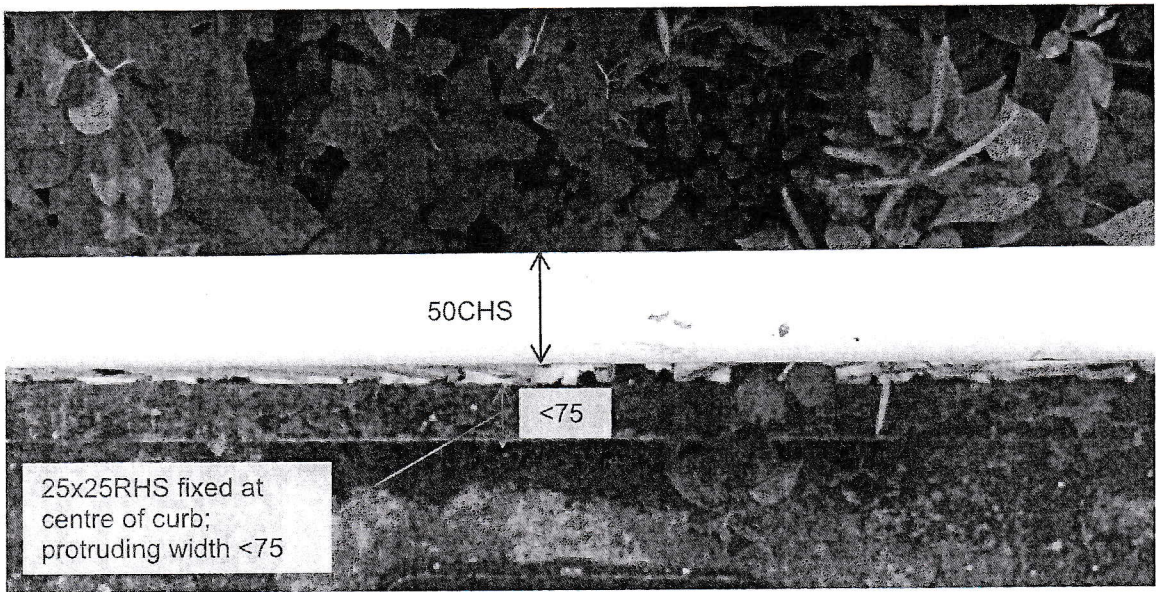


Photo No.: HG-Photo no. 5 (All dimensions in mm)

7.0 Probity and Anti-collusion Clauses

7.0 Probity and Anti-collusion Clauses

The Tenderer shall thoroughly read and fully understand these clauses before signing the Form of Tender with witness and submitting his tender. The signatory to the Form of Tender shall be a person authorized to sign the Contract on the Tenderer's behalf.

7.1 Offering Gratuities

- (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 the 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.

7.2 Anti-collusion

- (1) (a) Subject to sub-clause (2) of this Clause, the Tenderer shall not communicate to any person other than Discovery Bay Services Management Limited (hereafter referred to as the Client) the amount of the tender price or any part thereof until the Tenderer is notified by the Client 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 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;
 - (c) his bankers in relation to financial resources for the Contract;
 - (d) member(s) of related owners committees and/or working group at tender interviews and any other meeting(s) organized and/or in the presence of the Client upon closing of the tender submission; and
 - (e) persons, companies and parties being declared in the Form of Tender for the declared purposes.

- (3) The Tenderer shall indemnify and keep indemnified the Client against all losses, damages, costs or expenses arising out of or in relation to offering gratuities and 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.