# SOCIETY FOR COMMUNITY ORGANIZATION



九龍何文田公主道五十二號三樓 52 Princess Margaret Rd., 3/Fl., Homantin, Hong Kong. Tel: (852) 2713 9165 Fax: (852) 2761 3326 E-mail: soco@pacific.net.hk Website: www.soco.org.hk

Dear invited consultant,

23<sup>rd</sup> October,2019

Architectural and Associated Consultancy Services for Conversion of Vacant Hostel for Transitional Housing at 405-406 Victoria Road under the Funding Scheme to Support the Use of Vacant Government Sites by Non-government Organizations

#### **Invitation to Tender**

You are invited to submit a lump sum fee proposal in Hong Kong Dollars for the captioned Consultancy Services in accordance with the requirements as specified in the tender document.

- 1. Your tender proposal, in 2 copies, should be submitted in a sealed envelope. A sealed envelope label with "CONFIDENTIAL: Tender Proposal for Architectural and Associated Consultancy Services for Conversion of Vacant Hostel for Transitional Housing at 405-406 Victoria Road " shall be deposited into the mailbox located at Unit 3/F, 52 Princess Margaret Road, Ho Man Tin not later than 12:00 noon on 7/11/2019. The Tender Box would be opened from 10:30 am to 6:00 pm from Monday to Friday. Late tenders will NOT be considered.
- 2. The completed Fee Breakdown Form (**Appendix A**) and the completed Manning Schedule (**Appendix B**) should be submitted with the fee proposal
- 3. Tenders submitted after the above time or tenders deposited at places other than that stated above will **NOT** be considered. In the event a typhoon signal No.8 or above or a black rainstorm warning is hoisted between 9:00 a.m. and 12:00 noon on the tender closing date, the tender closing time will be postponed to 12:00 noon on the following working day.
- 4. The Employer does not bind itself to accept any tender irrespective of whether the tender is the lowest offer and accepts no financial liability for your costs in submitting a proposal.

- 5. The Employer reserves the right to negotiate with any tenderer about the terms of the offer
- 6. The invited tenderer (including those who decided to decline to bid) should return the signed reply form at **Appendix C** for our record.
- 7. You are required to confirm in your tender submission letter that you agree to abide by your Tender Proposal for a period of ninety (90) days from the due date for submission of Tender Proposal and it shall remain binding upon you and may be accepted at any time before the expiry of that period.
- 8. You shall submit a duly signed letter for anti-collusion and confidentiality in the form set out at **Appendix D and F** to this letter. This letter shall be signed by a person authorized to sign contracts/agreements on the consultant's behalf.
- 9. Site visit <u>MAY</u> be arranged upon request. You shall submit such request to the Employer within **3 working days** after the tender invitation date. Late request would not be entertained.
- 10. Should the tenderer for any reason whatsoever be in doubt about the precise meaning of any item or figure contained in the tender documents, he shall seek clarification from the Employer in order that the correct meaning may be decided before the date for submission of tenders.

Any query in connection with the enclosed documents and drawings shall be directed to social worker Miss Chui Pui Yan, Jennie at 2725-3165 / 9013-7536.

Yours sincerely,



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Mr. Ho Hei Wah, BBS, JP, Director

# **Tender Documents**

# for

# Professional Building Consultancy Services for Conversion of Vacant Hostel for Transitional Housing at Victoria Road 405-406

## **Conditions of Tender**

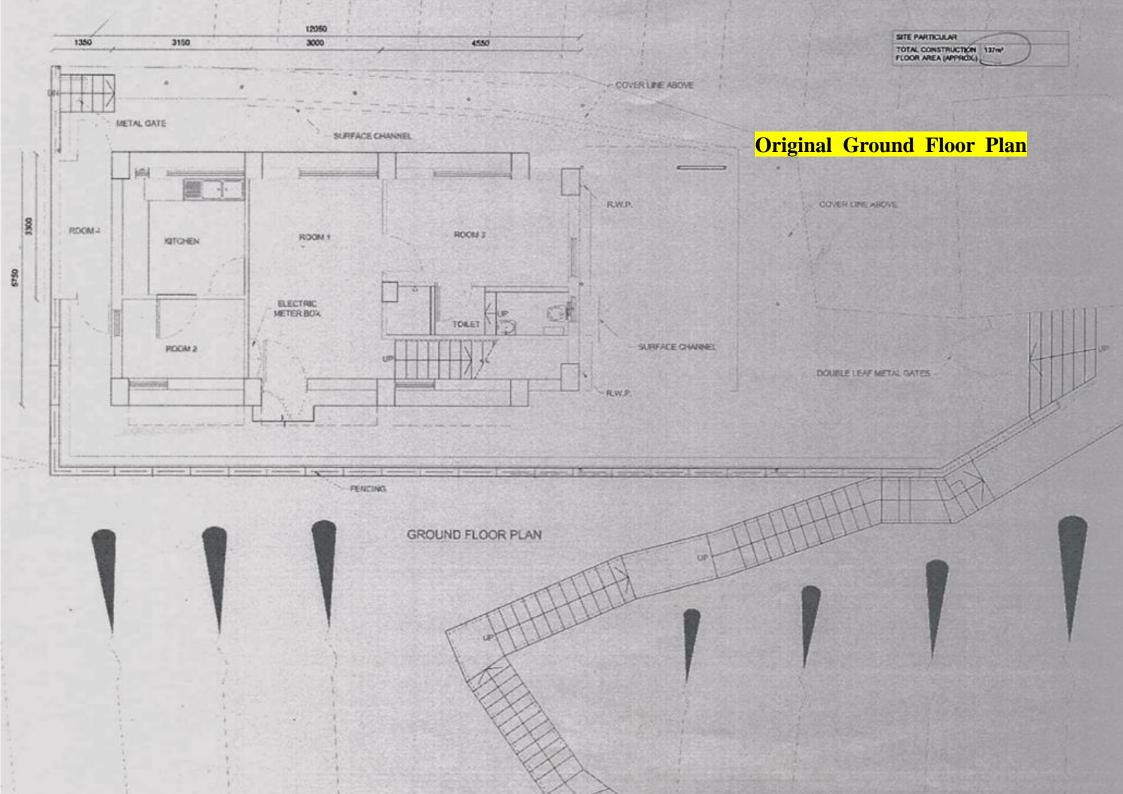
## 1. Background/Description of the Project

The agency has been researching solutions that can meet the increasing challenge of securing affordable, fit-for-purpose accommodation particularly in Hong Kong. Vacant government properties are reused to meet short-term accommodation. With the policy support provided by Transport and Housing Bureau, Government Property Agency, SoCO will provide accommodation and social services in 405-406 Victoria Road of Mount Davis. The scheme is hoped to be the first project to reuse a government vacant hostel as transitional housing.

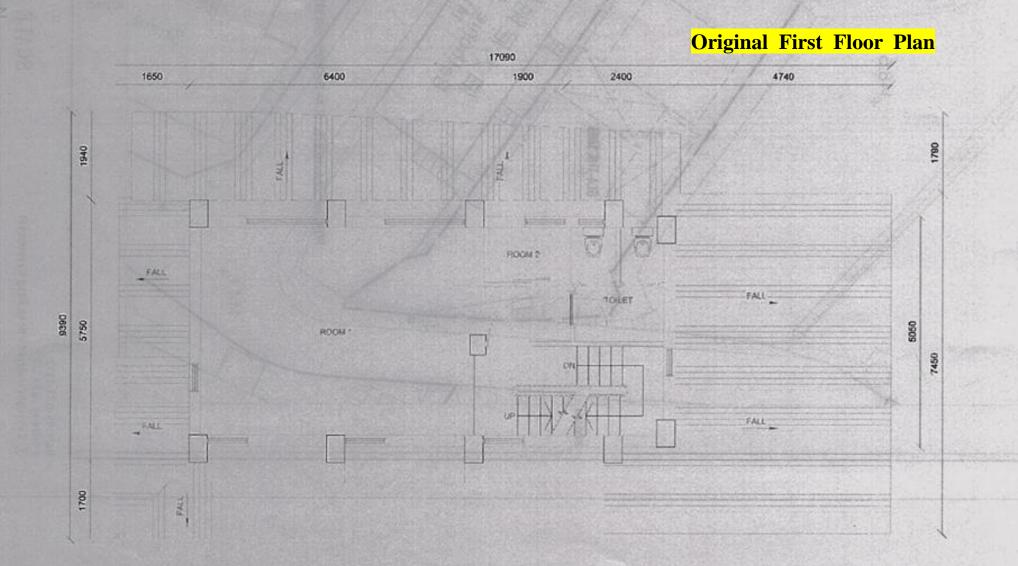
### 1. Description of the Project

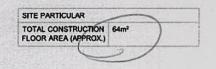
- (a) The Project comprises;
- Conducting structural condition assessment to the building, Open up covered areas and associated laboratory or field testing if necessary.
- Tree survey including tree risk assessment, submission of tree transplanting and/or tree felling plan etc. if necessary, for trees within and outside site boundary (see existing site photos in Annex A on the location of the trees locating outside the site boundary required to be surveyed). The renovation, alteration and improvement work to the existing hostel for its conversion to transitional housing uses;
- Conduction of asbestos survey
- Removal of asbestos roofing and structure according to Environmental Protection Departments' request
- Redesigning the whole building to facilitate daily operation of transitional housing in compliance of latest regulations and requirements
- Demolition works for existing finishes/fittings/partition walls/windows/E&M services etc. to cope with the proposed renovation plans
- Add new toilets and bathrooms for transitional housing
- Tree survey includes tree risk assignment, submit tree transplanting and/or tree felling plan if necessary, some trees are located outside the site boundary.
- Upgrading fire safety facilities to fulfill regulation
- Replacement and modification work to plumbing and drainage system;
- Replacement and addition of air-conditioning units, ventilation fans, lighting etc...
- Upgrading and modification works to electrical and lighting systems
- Upgrading of extra-low voltage (ELV) system, including telephone, data transmission, LAN, CCTV, fire alarm etc.
- Refurbishment of internal and exterior walls and re-painting

- Replacement of floor finishes, skirting, doors, windows of the 4-storey block
- Other miscellaneous works to cope with the proposed new layouts and designs according to statutory requirements
- Modification works to the stairs and footpaths leading to the site; and
- Other minor external works
- (b) Objectives of this Assignment are to obtain professional services from the Consultant for the successful completion of the Project as described above. The services provided by the Consultant to complete this Assignment shall meet the following objectives; (a) The intended function of the works; (b) Ease of construction and economy; (c) Safety and sustainability; (d) Programme and budget mentioned.

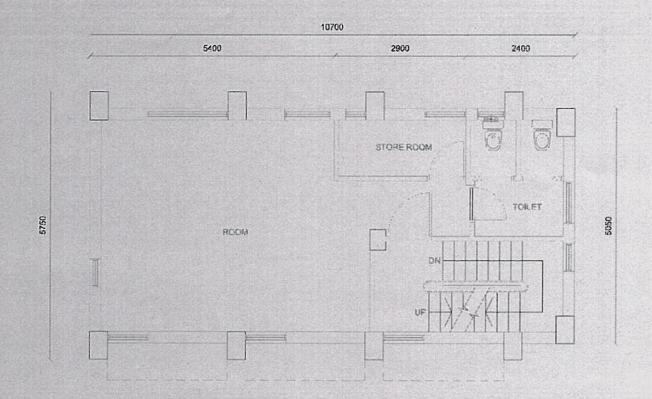


SITE PARTICULAR
TOTAL CONSTRUCTION
FLOOR AREA (APPROX.)

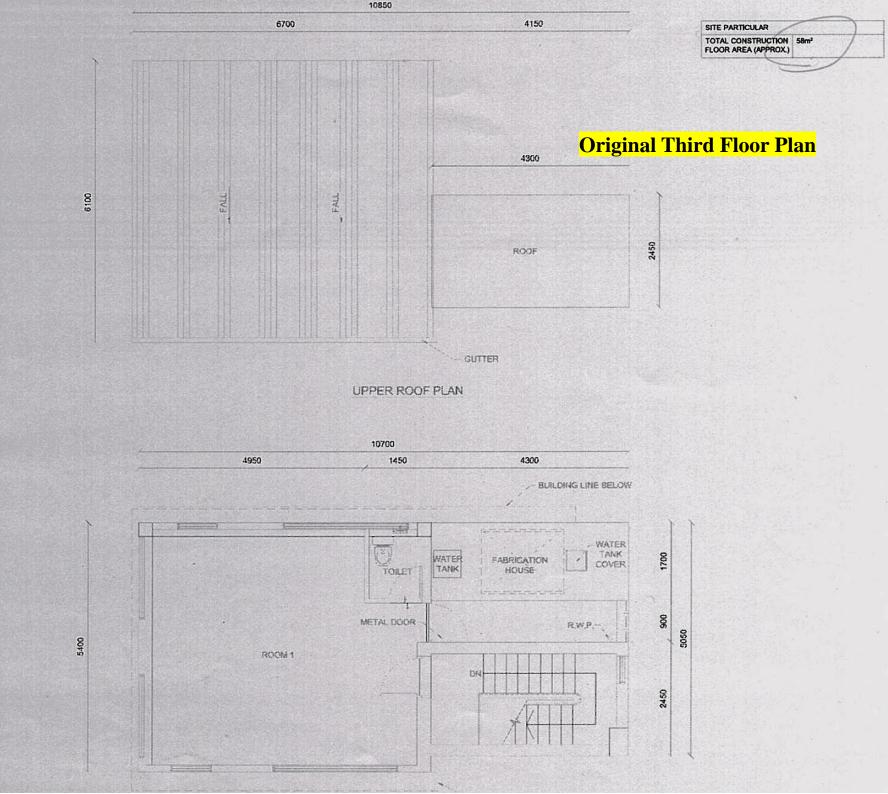




# **Original Second Floor Plan**



SECOND FLOOR PLAN



#### 2. Funding Scheme

The project is sponsored by the "Funding Scheme to support the use of Vacant Government Sites by Non-government Organizations" (the Funding Scheme) set up by the Development Bureau (DEVB) of HKSAR Government. For details, please visit the websites at: <a href="https://www.info.gov.hk/gia/general/201902/21/P2019022100506.htm">https://www.info.gov.hk/gia/general/201902/21/P2019022100506.htm</a> and <a href="https://www.devb.gov.hk/en/issues\_in\_focus/Funding\_Scheme\_to\_Support\_the\_Use\_of\_Vacant\_Government\_Sites\_by\_Non\_government\_Organisations/index.html">https://www.devb.gov.hk/en/issues\_in\_focus/Funding\_Scheme\_to\_Support\_the\_Use\_of\_Vacant\_Government\_Sites\_by\_Non\_government\_Organisations/index.html</a>.

#### 3. Invitation

3.1 The tenderers are invited by *The Society for Community Organization (SoCO)* to submit proposal and bid for consultancy services for *Conversion of Vacant Hostel for Transitional Housing at Victoria Road 405-406*.

### 4. Completion of Tender

- 4.1 Tenderers shall follow the instructions in the letter of invitation for the submission of tender.
- 4.2 Unless otherwise stated, tenders shall be valid for *90 days* from the specified closing date and the tenderer shall abide by the tender during the period.
- 4.3 Tenderer should ascertain the prices quoted are accurate before submitting his tender. Under no circumstances will the Employer accept any request for price adjustment due to any mistake made in the tender prices.
- 4.4 In the event of a tenderer discovering a genuine error in his tender after it has been deposited, attention in writing shall be drawn to the error and an amendment submitted which, provided that the amendment shall have been deposited in the manner described in the letter of invitation <u>before</u> the time fixed for receipt of tenders, shall be accepted and form part of the tender.
- 4.5 The tendered sum will be regarded as a lump sum tender and will not be amended for errors found in the examination of tenders after the tender closing date.

## 5. Programme

5.1 The tenderer shall (based on the schedule in Annex A) submit together with the tender a preliminary programme for the service. The tenderer shall plan the programme of its service to suit the requirements of the Employer.

#### 6. Probity and anti-collusion

- 6.1 The tenderer shall not, and shall procure that his directors, 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, execution of this contract and administration of any construction works contract.
- 6.2 Failure to so procure or any act of offering, soliciting or accepting advantage referred to in 6.1 above committed by the tenderer or by a director, 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.
- 6.3 The Tenderer shall not communicate to any person other than the Employer the amount of any tender, adjust the amount of any tender by arrangement with any other person, make any arrangement with any other person about whether or not he or that other person should or should not tender or otherwise collude with any other person in any manner whatsoever in the tendering process. Any breach of or non-compliance with this sub-clause by the Tenderer shall, without affecting the Tenderer's liability for such breach of rules and laws or noncompliance, invalidate his tender.
- 6.4 Sub-clause 6.3 of this Clause shall have no application to the Tenderer's communications in strict confidence with his own insurers or brokers to obtain an insurance quotation for computation of tender price and communications in strict confidence with his consultants/sub-contractors to solicit their assistance in preparation of tender submission.
- 6.5 The Tenderer shall submit to the Employer a duly signed warranty in the form set out in **Appendix D** to the effect that he understands and will abide by these clauses. The warranty shall be signed by a person authorized to sign the contract on the Tenderer's behalf. Any breach of any of the representations and/or warranties by the Tenderer may prejudice the Tenderer's future standing as the consultant of this Project.

#### 7. Tender Interview

- 7.1 During the tender evaluation stage, the tenderer may be requested to attend a tender interview to present his tender proposals to demonstrate whether its proposal can fulfill the project requirement.
- 7.2 The tenderer shall bear all the costs associated with the presentation.

7.3 The presentation should at least include the project team profile, the approach to fulfill the objectives described in **Annex A**, an outline programme for completing the assignment and preliminary design by drawing up draft tender specifications. The presentation shall be conducted, where possible, by the leader of the proposed project team for performing the project management.

7.4 In general, a tenderer submitting the lowest conforming tender would be awarded the consultancy. However, tenderers shall note that their tender proposals, presentations and responses to the Employer's queries in connection with the tender may also be taken into account in determining whether the lowest tenderer is capable of undertaking the contract. The Employer does not bind itself to accept any tender irrespective of whether the tender is the lowest offer and accepts no financial liability for your costs in submitting a proposal. In addition, the Employer will reject bids which are considered to have been priced unreasonably low.

#### 8. Tender clarification

8.1 The Employer may after tender closing, invite the tenderer to submit further clarification or information. However, the Employer will not consider any clarification or information submitted by a tenderer after close of tender irrespective of whether or not the clarification or information is submitted at the invitation of the Employer if such clarification or information would alter the tender in substance or gives the tenderer an advantage over the other tenderers.

#### 9. Award of Contract

- 9.1 The successful tenderer will receive a letter of acceptance as an official notification of acceptance. Unless and until a formal contract agreement is prepared and executed, this letter of acceptance together with the tender submission shall constitute a binding contract between the successful tenderer and the Employer. Tenderers who do not receive any notification within the validity period of their offer shall assume that their tenders have not been accepted.
- 9.2 The Employer reserves the right of not awarding the contract after receipt of submissions by the tenderer. The Employer does not bind itself to accept any tender irrespective of whether the tender is the lowest offer. In addition, the Employer will reject bids which are considered to have been priced unreasonably low.

#### 10. Variation

10.1 The Employer may, at any time during the contract period by notice of writing, direct the consultant to alter, amend, omit, add to, or otherwise vary any of the work items stated in the Contract and the consultant shall carry out such variations. The contract sum will be adjusted accordingly if required.

#### 11. Submitted Documents

11.1 All submitted documents will not be returned.

#### 12. Sub-Consultants

12.1 It is not a requirement for sub-consultants to be on the List of Consultants of the Architectural and Associated Consultants Selection Board. However, they should possess the necessary skills, expertise and manpower for the delivery of the Services with regard to the scope, programme and complexity of the project.

## **Annex A: Details for Submission of Tender**

### 1. Background

This project aims to convert the existing 4-storey vacant hostel into domestic use for transitory housing. It is expected to accommodate 11-13 domestic units for 1-2 people's families. The gross floor area involved is approx. 232 sq. m.

## 2. Project details

#### 2.1 Site:

• Size: 166 m<sup>2</sup>

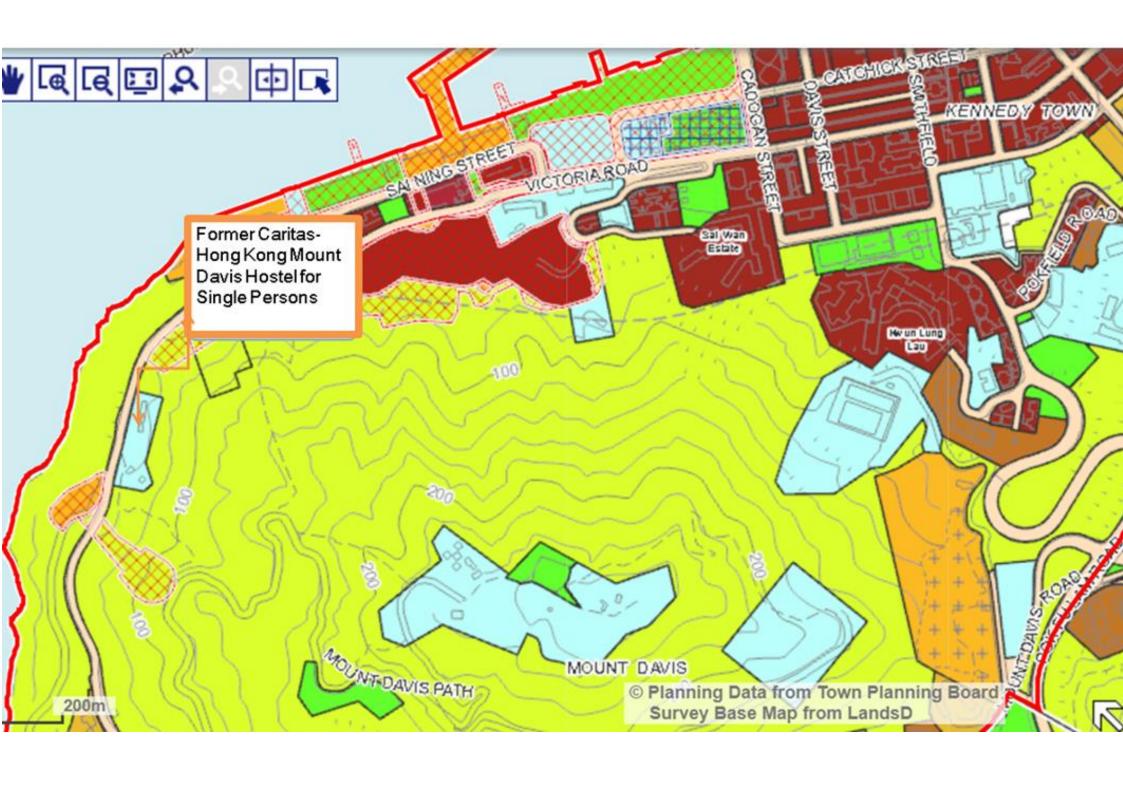
Proposed GFA 232 m<sup>2</sup>

• Location: Victoria Road 405-406, Mount Davis

2.2 Construction Cost: HKD 4.6 million (estimated)

## 2.3 Existing site conditions:

The existing hostel was built in the late 80s. It is located at Victoria Road 405-406, Mount Davis, Hong Kong Island. Incomplete record drawings were found in ArchSD's archive.





















# Suggested open-up spots locate at G/F and 3/F





#### 3. Schedule

The chosen team is required to deliver the project as required key dates indicated as follows:

- (a) Commencement of design: [November/2019]
- (b) Date of acceptance of the Consultant's proposal [December/2019]
- (c) Commencement of tender documentation for the main contract: [January/2020]
- (d) Submission of documentation for tendering the main contract: [February/2020]
- (e) Return of tenders for the main contract: [March /2020]
- (f) Commencement of the main contract: [April /2020]
- (g) Completion and hand-over of the main contract: before [31 August /2020]
- (h) Draft final account submission [28 February /2021]
- (i) Finalization of accounts for the main contract: 12 months after substantial completion of main contract: [July or August /2021]

### 4. Scope of Services:

- 4.1 The tenderer being awarded the consultancy contract is responsible for –
- (1) Carrying out a thorough inspection of the site and/ or premises, completion of the detailed design by drawing up tender specifications and drawings on the instruction of the Employer and the requirements of DEVB in relation to the Funding Scheme, if any, and ensuring that tender documents are in order and have been appropriately revised in the light of comments made by DEVB, where appropriate. All works prepared by the consultant should be in accordance with the latest edition of the "General Specification for Building" published by the Architectural Services Department;
- (2) Drawing up a proposed list of tenderers and submitting under confidential cover to the Employer or its tender board (if one is appointed) for approval;
- (3) Inviting and collecting tenders and examining all tenders and submitting a full report and recommendation to the Employer and DEVB in accordance with the Guideline for Delivery of Projects;
- (4) Seeking any necessary clarification or confirmation with the recommended tenderers on his tender submission:
- (5) Preparing and providing contract documents for execution and record;

- (6) Supervising the execution of the work in accordance with the Guideline for Delivery of Projects and ensuring that:
- The consultant itself has executed the relevant professional indemnity insurance;
- The contractor has executed Insurance Policies as required in the contract;
- Precautionary measures to safeguard the occupants are adequate if the works are carried out whilst welfare services are being provided;
- Alteration and improvement work carried out fully comply with the terms of the contract:
- All necessary drawings are provided on time;
- All sub–contract works are tendered in good time under the approved programme;
- Any necessary extension of the contract period is processed strictly in accordance with the contract and prolongation claim is avoided as far as possible. The consultant should take note that subsidy of any such claim(s) or any professional fees thereon to the Employer will only be given upon satisfactory explanation;
- (7) Preparing progress report;
- (8) Issuing all necessary certificates concerning the project such as those relating to interim and final payment, completion of the project and future maintenance etc.. If the contract is not completed within the specified contract period, Liquidated and Ascertained damage may have to be deducted. In all cases, the consultant should ensure that retention money should be retained in accordance with the contract conditions;
- (9) Issuing variation orders for works within the scope of the funding approval. The consultant should assist the Employer in consulting DEVB, where applicable, on any departure from the approved scope and quality of work as defined in the tender documents. A detailed final account must be agreed with the contractor and submitted to the Employer within the period stipulated in the contract for onward submission to DEVB:

- (10) Performing the role of Quantity Surveyor and ensuring that variation assessment has been completed and "provisional" works have been measured and valued properly and accurately for the purpose of finalization of the project accounts;
- (11) Apportioning the costs of the works and professional fees to be paid out of the Funding Scheme for approval of DEVB, where necessary, if non-subvented works have been included in the project;
- (12) Coordinating with DEVB and the Employer for design or operation issues;
- (13) Coordinating with and making submissions to and obtaining approval from Building Department / Drainage Services Department / Fire Services Department / relevant government departments and authorities and submission related agencies for the works:
- (14) Assisting and coordinating with the external auditor in compiling external audit reports for the project;
- (15) Keeping records and information related to the Project for the Employer to comply with the record keeping requirement under the "Guidelines for Delivery of Projects" issued by DEVB for the funding scheme;
- (16) Attending meetings/site visits for the purpose of delivery of the Project;
- (17) Construction supervision and monitor progress of defects rectification and completion of outstanding/additional works, including testing and commissioning works; and
- (18) Slope feature 11SW-A/C1239 (see Appendix E) would be maintained and upgraded by the Government (to be completed by 2Q 2020). The Consultant should coordinate with other Government departments (and its consultants/contractors) and minimize the potential site conflict due to the delivery of the project and the said slope works; and
- (19) Any other works for the Employer's compliance of the "Guidelines for Delivery of Projects" in relation to the Project.

The consultant should note that incomplete record drawings of the building were

found in ArchSD's archive and therefore the consultant should allow in their bid the cost arising out of such situation in order to meet any statutory requirement and for the delivery of the Project.

#### 4.2 Discipline of Professional Services required:

The Consultant shall be responsible for all professional consultancy services (Architectural/building Services/ Structural/asbestos consultant etc..) in association with the Project. The consultant should therefore be able to provide the relevant discipline of professional services stated below. If such services are not available to be provided in-house, the Consultant shall at his own expense, engage sub-consultant in order to perform his duties.

- Architects/Interior Designer (for design and building submissions and lighting design, contract administration etc.)
- Authorized Person, other registered persons (RSE/RGE) and qualified supervisory staff (TCPs) if required under the law for the purpose of this project. For example, Removal of asbestos roofing and structure shall follow procedures of Environmental Protection Department, structural condition assessment by RSE
- Mechanical and Electrical/Building Services Engineer (for design of building services system and fire services installation submission etc.)
- Quantity Surveyor (for tender documentation, funding cost estimate, contract administration and finalization of project accounts etc.)
- Other discipline as required time to time under this project, include but not limited to structural condition assessment survey, tree survey.
- Please note that the below works are also to be INCLUDED in this assignment
  - Asbestos survey
  - Conducting structural condition assessment to the building, Open up covered areas and associated laboratory or field testing if necessary.
  - Tree survey including tree risk assessment, submission of tree transplanting and/or tree felling plan etc. if necessary, for trees within and outside site boundary (see existing site photos in Annex A on the location of the trees locating outside the site boundary required to be surveyed).

# 4.3 Payment Schedule

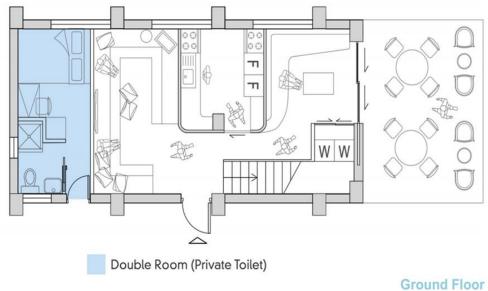
# BREAKDOWN OF FEE AMONG WORK STAGES OF DESIGN-FOCUSED AGREEMENT

Work Stage	Payment Schedule	% of Fee
Outline Proposals & Sketch	Payment Upon Signing of the Agreement	5%
Design	Submission of Outline Proposals	5%
	Completion of structural condition assessment survey, tree survey and asbestos survey.	10%
Detail Design	Completion of layout plans showing detailed design intent and services coordination	
	Submission of list of materials and equipment selected	5%
	Approval of FSD, BD submission	
Documentation/Tendering	Completion of general floor plans, sections, elevations for main tender	5%
	Completion of all detail drawings and schedules for main tender	5%
	Completion of main contract tender documents	10%
	Tender of main contract	2%
	Award of main contract	3%
<b>Construction Supervision</b>	Completion of 50% of maintenance and renovation works	15%
	Completion of 100% of maintenance and renovation works	15%
	Completion of FS inspection	2%
	Issuance of Certificate of Completion	3%
Post-Handover Services	Signing of final account by contractor	5%

## **5.** Other documents

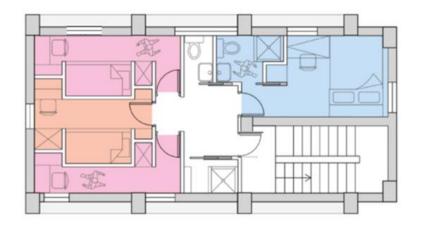
# 5.1 Preliminary Drawings/plans/standard of design etc.:

## **Preliminary Scheme Design (for reference only)**





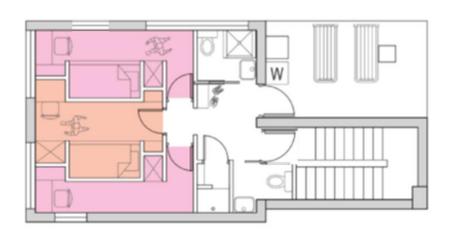
First Floor



Single Room (Shared Toilet)

Double Room (Shared Toilet)

Second Floor



Single Room (Shared Toilet)

Double Room (Shared Toilet)

Third Floor

## Schedule of Accommodation

- a 11-13 Residential unit (toilets and bathrooms each)
- b 1 Communal Laundry
- c 1 Communal Outdoor Recreation Area
- d 1 closed Communal Kitchen and Dining Room

### Notes:

- 1. Minimum average living area shall not be less than 7 sq. m. per household.
- 5.2 Tenancy Agreement:
- 5-year lease starting from Q1, 2020

# Appendix A: Fee Breakdown Form Conversion of Vacant Hostel for Transitional Housing at Victoria Road 405-406

To: The Society for Community Organization (SoCO)				
Dear Sir/Madam,				
We submit our Fee Basis Lump Sum as follows:				
Proposed Fee: (1) Lead Consultant's fee \$				
(2) All Sub-consultants' fee \$				
Total Fee HK \$				

(Break down of lump sum consultancy fee among disciplines)
The following is the breakdown of the lump sum consultancy fee:

Name of Consultant/Sub-consultants	Amount (HK\$)	% of Total
The A LIVE		1000/
Total HK\$		100%

Note to Consultant: The breakdown of lump sum consultancy fee is to be provided for the consultant and all sub-consultants.

The proposed fee at fixed term shall include all associated expenses, office expenses (including lithography, printing, photocopying and binding of documents (tender/contract documents) and drawings necessary for preparation, implementation and completion of the Service that should have been included in the Lump Sum fee), all expenses for postage, courier, delivery and communication etc..

## **Appendix B: Manning Schedule**

# Architectural and Associated Consultancy Services for Conversion of Vacant Hostel for Transitional Housing at Victoria Road 405-406

To: The Society for Community Organization (SoCO) Dear Sir/Madam,

We submit our manning schedule as follows:

No.	Name of	Name of personnel	Position
	Consultant/Sub-consultants		

Note to Consultant: The manning schedule is to be filled in by consultants. It should include the name and position of the proposed by personnel of consultant and all sub-consultants for the project.

# Appendix C – Reply Slip

# Architectural and Associated Consultancy Services for Conversion of Vacant Hostel for Transitional Housing at Victoria Road 405-406

To: The Society for Community Organiz Dear Sir/Madam,	ation (	SoCO)			
I/we,	,	in	the	capacity	of
Duly authorized to sign for and on behalf	f of				are
pleased to express as follows:					
We would be unable to process this ten	der				
We would submit our tender with the fo	ollowi	ng docun	nents for y	our considerat	ion.
Copy of Business Registration Certific	ate				
Copy of Registration with Government	t				
Audited Financial Reports in the latest	3 year	rs			
Organization Chart					
Curricula Vitae of the Key Personnel					
Previous Job Reference with photos in	the lat	est 5 yea	rs		
Warranty					
Outline Programme (with proposed key	y dates	highligh	nted)		
List of Sub-Consultants					
Others (Please specify)					
			Signature	and Company	Chop
			Date:		

# Appendix D- Anti-collusion warranty to be signed and submitted by the tenderer

Conversion of Vacant Hostel for Transitional Housing at Victoria Road 405-406

To: The Society for Community Organization (SoCO)

Dear Sir/Madam.

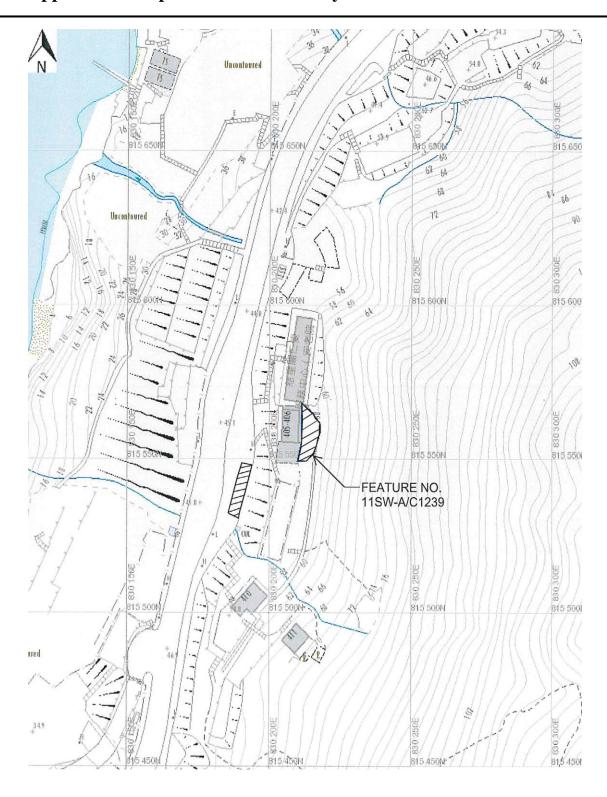
## **Anti-collusion Warranty**

- 1. By submitting a tender, the Tenderer represents and warrants that in relation to the invitation of tender of Conversion of Vacant Hostel for Transitional Housing at Victoria Road 405-406
- (i) It has not communicated and will not communicate to any person other than the Employer the amount of any tender price;
- (ii) It has not fixed and will not fix the amount of any tender price by arrangement with any person;
- (iii) It has not made and will not make any arrangement with any person as to whether it or that other person will or will not submit a tender; and
- (iv) It has not otherwise colluded and will not otherwise collude with any person in any manner whatsoever in the tendering process.
- 2. In the event that the Tenderer is in breach of any of the representations and/or warranties in Clause (1) above, the Employer shall be entitled to, without compensation to any person or liability on the part of the Employer:
- (i) Reject the tender;
- (ii) If the Employer has accepted the tender, withdraw its acceptance of the tender; and
- (iii) If the Employer has entered into the contract with the Tenderer, terminate the contract.
- 3. The Tenderer shall indemnify and keep indemnified the Employer against all losses, damages, costs or expenses arising out of or in relation to any breach of any of the representations and/or warranties in Clause (1) above.

- 4. A breach by a Tenderer of any of the representations and/or warranties in Clause (1) may prejudice its future standing as a Employer's supplier or service provider.
- 5. Clause (1) shall have no application to the Tenderer's communications in strict confidence with its own insurers or brokers to obtain an insurance quotation for computation of the tender price, or with its professional advisers, and consultants or sub-contractors to solicit their assistance in preparation of tender submission. For the avoidance of doubt, the making of a bid by a bidder to the Employer in public during an auction will not by itself be regarded as a breach of the representation and warranty in Clause (1)(i) above.
- 6. The rights of the Employer under Clauses (2) to (4) above are in addition to and without prejudice to any other rights or remedies available to it against the Tenderer.

Authorized Signature & Company Chop	:
Name of Person Authorized to Sign (in Block Letters)	:
Name of Tenderer in English (in Block Letters)	<b>:</b>
Date	:

**Appendix E- Slope works to be done by Government** 



# **Appendix F: Confirmation Letter for Statement of Confidentiality Statement of Confidentiality**

We advise you that in reading this document you have agreed to certain confidentiality conditions.

Information provided in this document is for the express purpose of allowing you to prepare a response. This information is NOT to be used for any other purposes nor disclosing to anyone not directly involved in the preparation of your response, or outside your company.

This obligation of confidentiality must be maintained unless or until the information falls into the public domain (other than by your fault) or we give you express, written permission to disclose it.

You must return all copies of the document and notes made on the information contained in the document to us immediately upon our request.

You are required to confirm in writing that you will abide by these confidentiality conditions and will assume responsibility for any employee, agent, contractor or others that you necessarily disclose information to in preparing your response.

#### Confirmation

We have read the above and confirm that we will abide by these confidentiality conditions and will assume responsibility for any employee, agent, contractor or others that we necessarily disclose information to in preparing our contract.

Authorized Signature	e:	
Name: _		 
Address:		 
On behalf of Respon	dent Organization:	 
Company chop:		
Date:		