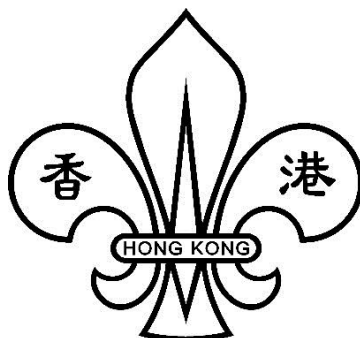




SCOUT ASSOCIATION OF HONG KONG

Technical Note on Tendering and Management of Capital Works Projects

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Technical Note on Tendering and Management of Capital Works Projects

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Scout Association of Hong Kong –
Technical Note on Tendering and Management of Capital Works Projects

ABBREVIATION

CC's Council	Chief Commissioner's Council
CWTB	Capital Works Tender Board
DPSC	Development & Project Sub-committee
EC	Executive Committee
ESA	Equivalent Supreme Authority which is the Service Committee / Council of Scout Shop, Leadership Training Institute, Scout Group
FC	Finance Committee
GNFM	Guidance Notes on Finance Matters
HQTB	Headquarters Tender Board
PAAP	Property Acquisition Assessment Panel
PDAC	Properties Development Advisory Committee
SAHK	Scout Association of Hong Kong

1.1 Preamble

- 1.1.1 This Technical Note provides detailed guidelines on tendering and project management for capital works projects, including the associated consultancy services. Simplified Flow Charts illustrating Tendering and Management Procedures for Capital Works Projects are provided at **Annex A**.
- 1.1.2 The guidelines shall be observed by all procuring scout units (which could be SAHK or its Subsidiaries, Branch, Region, District and Scout Group) and shall apply to all projects no matter they are partially or wholly funded by own resources of the procuring scout units OR by outside bodies.
- 1.1.3 For projects funded by outside bodies, the regulations, tendering guidelines and procedures of the funding authority shall also be observed. This Technical Note shall not apply to capital works and related maintenance / upgrading works for accommodations / sites which are provided, funded and handled by Sponsors and most of the Scout Group headquarters are of this category. For adhoc minor repair involving direct replacement using similar materials without upgrading / modification, only 3.2.3, 3.2.10 and 3.4.2.2 in this Technical Note shall apply provided that the estimated cost of such repair shall not exceed HK\$5,000.00 and is funded by the procuring scout unit.
- 1.1.4 Proposed changes to the procedures contained in this Technical Note should be approved by the Chief Commissioner on the advice of HQTb of SAHK.

2.1 Need for Procurement of Capital Works Projects

2.1.1 The procuring scout unit shall first identify the need and justification for procurement of the project. In establishing the need, at least the following aspects shall be considered and documented –

- (a) situations giving rise to the need;
- (b) the scope and coverage of the project to meet the need;
- (c) constraints;
- (d) implications on lease / town planning aspects;
- (e) availability of options;
- (f) business plan (where applicable);
- (g) procurement options;
- (h) need for engaging consultants;
- (i) procurement programme;
- (j) cost estimate, including cash flow and recurrent consequences; and
- (k) any other necessary information.

(updated in January 2024)

2.1.2 Specifically, for a project which –

- (a) would cast substantial impacts on / changes to the land lease or development type;
 - (b) would involve significant capital investments;
 - (c) would result in significant recurrent expenses;
 - (d) is for consultancy services costing HK\$0.75 million or more;
 - (e) is for redevelopment or major augmentation/alteration/addition of existing facilities; or *(updated in January 2024)*
 - (f) is for new development and / or infrastructure,
- a paper seeking the consent / policy support of SAHK via CC's Council and

EC of SAHK on the need for procurement of the project shall be prepared by the procuring scout unit. The paper shall be signed by the Budget Holder (see 2.3 below). Where the procuring scout unit is not a Branch, the paper shall first be endorsed by EC / ESA of the subject unit prior to submission to CC's Council and EC of SAHK. For project to be procured by a District or Scout Group, the subject paper shall also be endorsed by the concerned Regional Commissioner prior to the submission. *(updated in January 2024)*

Project proposal related to (a), (e) and / or (f) above should first be scrutinized by PAAP who would refer its recommendations / advice to the Chief Commissioner who, if also concurs with PAAP that the project is worth to be further considered, will refer it to CC's Council and EC of SAHK for seeking the consent / policy support of SAHK. *(updated in January 2024)*

Any paper for seeking the consent/policy support of EC of SAHK should be scrutinized by PDAC prior to submission to EC of SAHK for consideration. Where directed by PDAC, the business plan, forming part of the paper to demonstrate financial viability of the project, shall be submitted to FC for vetting. *(updated in January 2024)*

The paper to PAAP / PDAC / FC / CC's Council / EC of SAHK shall be submitted, copied to Estate Branch simultaneously for coordination, at least four weeks in advance of the meeting at which the project proposal is to be deliberated. Estate Branch will provide its comments for reference by relevant panel / committees / councils prior to the meetings. *(updated in January 2024)*

- 2.1.3 For capital works projects not falling within the ambits listed in 2.1.2 above, procuring scout units shall make use of the "Estate Branch Form EB006" at **Annex 2** for submission to Estate Branch for consideration by the Assistant Chief Commissioner (Estate) in respect of the needs for procurement of the projects. Where considered necessary, the Assistant Chief Commissioner (Estate) can refer the projects to CC's Council/ PDAC for views. *(updated in January 2024)*

For project works and routine maintenance with cost not exceeding HK\$50,000.00, the procuring scout unit shall submit "Estate Branch Form EB006A" at **Annex 2** to Estate Branch for agreement prior to proceeding

with tendering or obtaining quotations.

- 2.1.4 Notwithstanding, capital works projects of the following categories are exempted from submission on need for procurement –
- (a) project included in the annual capital works budget held by Estate Branch; and
 - (b) emergency repair approved by the Assistant Chief Commissioner (Estate) in accordance with 3.4.2.11 below.
- 2.1.5 The procuring scout unit shall not commence any procurement procedures nor incur any expenditures before the policy support and budget approval are granted.

2.2 Project fund and budget

- 2.2.1 Pertaining to the prevailing policy of SAHK, the procuring scout unit shall be responsible for, and therefore maintain, a recurrent budget to undertake the operation, maintenance and improvements for the completed project. Specific requirements for property developments are set out in the Guidance Notes on Association Property at **Annex 1**.
- 2.2.2 Funds for the procurement proposal can be sought from –
- outside funding authority;
 - donors in SAHK;
 - fund raising;
 - budgets of the respective procuring scout units;
 - specific budgets approved by SAHK; or
 - the capital works budget* maintained by Estate Branch, subject to funds approved by EC of SAHK, for annual bidding by procuring scout units and “Estate Branch Form EB001” at **Annex 3** is relevant.

** inclusion of project proposals in this budget will be subject to the assessment of Capital Works Projects Assessment Panel comprising the Chairman of DPSC under Estate Branch, Commissioner(s) of Estate Branch, and other DPSC members as the Assistant Chief Commissioner (Estate) thinks fit*

- 2.2.3 Procuring scout units shall first consider seeking funds from outside bodies before applying for budgets from SAHK.
- 2.2.4 In working out the budget for a project, the projected cost inflation / deflation to incur during the planning and construction periods of the project shall be worked out to form part of the total project cost estimate. Procuring scout units shall not purposely split a project or contiguous projects into a number of individual smaller projects so as to avoid the control of GNFM and this Technical Note.
- 2.2.5 The budget estimate of a project, after its first inception, may undergo changes in the course of design development. The procuring scout unit shall in this regard keep its EC / ESA well informed of such changes. For projects within the ambits listed in 2.1.2 above, the procuring scout units and / or the concerned Budget Holders shall update EC of SAHK via PDAC on the progress and budget estimates of the projects regularly, but not less than half-yearly. *(updated in January 2024)*

2.3 Budget Holder and Project In-charge

- 2.3.1 The Budget Holder can be the Chief Commissioner, the Deputy Chief Commissioner of a wing, the Assistant Chief Commissioner of a Branch / Region, District Commissioner of a District or the Group Scout Leader of a Scout Group who is vested with the authority to expend in accordance with the budgets approved by EC / ESA of the relevant procuring scout unit.
- 2.3.2 Proposal once approved is owned by the Budget Holder who should manage and control the procurement. He should ensure that the procurement process strictly follows procedures in this Technical Note and that the project be completed in accordance with the approved budget and timeframe. He should also ensure that all works carried out shall be within the approved project scope.
- 2.3.3 Where considered appropriate, the Budget Holder can appoint a Project In-charge, who should be a commissioner of at least Grade V in rank and possess suitable knowledge and experience in the management and running of capital works projects, to handle the frontline tasks on his behalf. Nonetheless, the Budget Holder shall remain the person bearing the ultimate responsibility. Where the Budget Holder is the Chief

Commissioner, the Project In-charge shall be the head of the procuring scout unit.

2.4 Consultants for Capital Works Project

- 2.4.1 Simple engineering and construction works (e.g. internal decoration works) shall be managed and run by in-house resources / volunteers of the procuring scout units. Only complex capital works projects and / or those that require specialist input (e.g. feasibility study of major development, structural design) or involve statutory procedures (e.g. building plan submission) would normally warrant the engagement of consultants.
- 2.4.2 Before deciding to engage consultants, the procuring scout units shall thoroughly review the need by considering the scope of services to be required from consultants, justifications for such an engagement, fees to be incurred, etc. For instance, design and build mode of implementation would be a more cost-effective way for implementing some projects (e.g. landscape works, adventure facilities).
- 2.4.3 If consultancy services are demonstrated to be absolutely necessary and agreed by the authorities concerned, the procuring scout unit shall identify suitable firms for inclusion into the tenderer lists, by making reference to some established directories in the trades. It is important that the consultants selected for consideration should be of appropriate disciplines. For instance, there is no point to engage an Authorized Person (who basically is an architect for buildings) to look after greening works or to supervise marine works. Generally, consultancy services shall be procured through the two-envelope tendering system unless otherwise agreed by the Assistant Chief Commissioner (Estate).

2.5 Consultation Mechanism

- 2.5.1 Various committees are established in SAHK for tapping the expertise and advice of community leaders on various matters, with EC / ESA being the mandatory setup for each level of the hierarchy. It is desirable to seek the advice and views of these committees on procurement proposals which have significant implications.
- 2.5.2 For procurement of capital works projects and related consultancy services,

the proposal and project requirements should be endorsed by a suitable committee (e.g. EC, ESA, campsite committee, property management committee or the like) of the procuring scout unit before submission to relevant authorities for approval. Where the Scout Group does not have such committees, the submission shall instead be first endorsed by relevant committees at the Region level. For procurement by a Scout Group, views of its Sponsor shall also be sought beforehand. For projects proposed at premises under the management of Estate Branch, prior agreement of Estate Branch shall be obtained.

- 2.5.3 For property developments and / or property redevelopments not within the ambits listed in 2.1.2 above but selected by EC of SAHK, advice is to be sought also from PDAC. *(updated in January 2024)*

3.1 Procuring Entities

- 3.1.1 In addition to giving general guidance and technical advice on tendering procedures and contract administration matters in respect of works contracts, Estate Branch maintains a central performance report system for works contractors and consultants who have provided services to SAHK for reference of the procuring scout units. Notwithstanding that the procurement process is governed by Estate Branch, procuring scout units shall themselves conduct the procurements for capital works projects and related consultancy services.
- 3.1.2 For procurements of capital works projects and related consultancy services by Districts and Scout Groups, proposals requiring funds from the capital works budget of Estate Branch will need to be endorsed and submitted by relevant Regional Commissioners.

3.2 Tender Boards

- 3.2.1 **HQTB**, set up by the Chief Commissioner pursuant to this Technical Note, will consider, amongst others, tenders and related matters for capital works projects and related consultancy services with an estimated value exceeding HK\$10.0 million and advise the Chief Commissioner on the acceptance of tender recommendations as well as other tendering matters as required by the Chief Commissioner. The terms of reference and membership of HTQB shall be approved by EC of SAHK. An Assistant Chief Scout Executive will serve as the secretary of HQTB.
- 3.2.2 **CWTB** chaired by the Chairman of DPSC, with Commissioner(s) of Estate Branch, serving non-uniformed member(s) of DPSC and serving non-uniformed member(s) of the Association Headquarters Property Management Sub-committee under Estate Branch to be appointed by the Assistant Chief Commissioner (Estate) as Board members, and the Scout Executive (Estate) as the secretary, is also set up by the Chief Commissioner through this Technical Note to approve tenders and related tendering matters for capital works projects and related consultancy services of an estimated value of HK\$10.0 million or below.

3.2.3 As regards tenders for capital works projects and related consultancy services of an estimated value not exceeding HK\$0.5 million, the procuring scout unit is delegated with the authority by CWTB to set up its own tender board to approve the tender award and related tendering matters except single tender recommendations and those listed in 3.2.8 below. Such a tender board shall be chaired by the chairman / vice-chairman of EC / ESA, with the treasurer and at least two serving members of EC / ESA (at most one of them is uniformed member) of the procuring scout unit as Board members. For the avoidance of doubt, tenders for capital works and related consultancy services procured by (a) those Subsidiaries where the chairman of EC / ESA is also the Budget Holder; and (b) Branches shall be considered by CWTB, and tenders procured by Scout Groups shall be considered by the tender boards set up at the Region level. Also, if the capital works projects and related consultancy services are funded by the capital works budget of Estate Branch, the approval to tender recommendation shall first be endorsed by the Assistant Chief Commissioner (Estate). Should the procuring scout unit choose not to set up its own tender board, the tender recommendations can be submitted to CWTB for approval.

For adhoc minor repair of cost not exceeding HK\$5,000.00 and funded by the procuring scout unit, approval to tender recommendation can be approved by the head of the procuring scout unit in writing and filed for record.

3.2.4 For the avoidance of doubt, the money value limits specified in 3.2.1, 3.2.2 and 3.2.3 above apply to capital works projects themselves and not the consultancy services. Jurisdiction over tendering matters of consultancy services shall follow their parent projects. For standalone consultancy, directive on which tender board to go shall be sought from the Assistant Chief Commissioner (Estate).

3.2.5 Tender reports / submissions will be considered by the relevant tender board at its meetings. Tender reports / submissions may also be considered by circulation with members' views and recommendations recorded on file.

- 3.2.6 In seeking advice or approval of tender board, procuring scout unit shall send appropriate copies of the submission and associated supporting documents to the secretary of relevant tender boards, simultaneously copied to Estate Branch. For submission to unit tender board, Estate Branch may as appropriate provide its views to unit tender board for consideration. The Budget Holder concerned, or his Project In-charge, may be requested or may himself request to attend the board's meeting to present his recommendations or to answer any queries that the tender board may have.
- 3.2.7 In considering a procuring scout unit's tender report / submission, the tender board shall take into account the scout unit's recommendation and justifications. The board may seek clarifications from the scout unit before accepting the scout unit's recommendation.
- 3.2.8 Notwithstanding the delegated authority to procuring scout units to set up their own tender boards in accordance with 3.2.3 above, decision on the following tender recommendations shall only be considered and approved by CWTB –
- (a) cancellation of tender exercise;
 - (b) not to accept any tender in a tender exercise;
 - (c) acceptance of a tender other than the lowest conforming offer; and
 - (d) acceptance of a tender other than the tender with the highest overall score in case a marking scheme is used in tender evaluation.
- Decisions by CWTB in the same context for projects procured by Estate Branch shall seek endorsement of the Chief Commissioner (on the advice of HQTb).
- 3.2.9 In case of disagreement among members of CWTB on the tender matters, the Board Chairman shall refer the matters to the Chief Commissioner for the advice of HQTb. If there is a division of opinion on tender matters amongst members of procuring scout unit tender board, the board chairman should refer the matters to CWTB for advice.
- 3.2.10 Estate Branch shall submit half-yearly summary reports on all quotation / tender exercises conducted and contracts awarded by individual procuring

scout units, including those cases where no quotations / tenders are accepted or tender exercises are cancelled, to HQTb for reference and record. In this regard Estate Branch will as necessary require procuring scout units / heads of procuring scout units to provide the relevant particulars.

3.3 Classification of Tender Information

- 3.3.1 All communications and documents regarding tenders must be classified as “RESTRICTED (TENDER)”. Correspondence on prequalification and single tendering should also be classified as “RESTRICTED (TENDER)”.
- 3.3.2 Contract documents and communications regarding contracts do not usually have a security classification. “RESTRICTED” will be an adequate classification for sensitive information relating to contract disputes, litigation, claims, etc. Information should only be classified as “CONFIDENTIAL” if its disclosure would be prejudicial to the interest of SAHK.
- 3.3.3 The Budget Holders and chairmen of tender boards shall appoint officers to open and handle classified correspondence relating to tenders and contracts on a need-to-know basis. The officers shall handle the information in an extremely careful manner so as not to leak the information out to other parties not involved in the tender process.

3.4 Types of Procurement

- 3.4.1 Procurement shall normally be done by the use of open and competitive tendering procedures so as to obtain the best value for money. However, selective tendering process can be adopted so as to save administrative costs, where it has been established that there exists suitable consultants / contractors. Where the nature of the contract dictates that tenders have to be invited from qualified contractors, prequalified tendering may be used. Single tendering is only permissible under specified exceptional circumstances as stipulated in 3.4.2.9 – 3.4.2.11 below. Where the project is funded by outside body, the procurement approach of the funding body

shall be followed and complied with, observing as appropriate also the requirements contained in this Technical Note.

3.4.2 The various types of tenders are invited in the following ways –

Open Tendering

- 3.4.2.1 Tender invitations shall be published in SAHK's website. All interested consultants / contractors are free to submit tenders. Since SAHK's website is not a must-read by trades, procuring scout units can consider simultaneously sending tender invitations to some suitable tenderers, who should be shortlisted following the procedures in 3.4.2.2 and 3.4.2.3 below, to increase the chances of having sufficient tender returns.

Selective Tendering

- 3.4.2.2 This is the approach normally employed for the projects. Tender invitations are sent by letters (or can be by fax for project works and routine maintenance with estimated cost not exceeding HK\$50,000.00) to consultants / contractors shortlisted for the purpose of selective tendering. Unless stated otherwise, all shortlist should be first approved by the Chief Commissioner (on the advice of HQTb) or CWTB as appropriate. When seeking approval to such a shortlist, procuring scout units shall set out justifications and provide information on the source of prospective tenderers, qualification criteria, assessment panel and method of assessment. The qualification criteria and assessment method shall not discriminate among consultants / contractors, and should be limited to those which are essential to ensure the ability of the consultants / the contractors to provide the required services. The Chief Commissioner / CWTB may, at their absolute discretion, require the procuring scout units to include additional tenderers in the shortlists. In this regard, the Assistant Chief Commissioner (Estate) is responsible for providing advice on the additional tenderers to be included.

For project works and routine maintenance with an estimated project cost not exceeding HK\$50,000.00 and funded by procuring scout unit AND its tenderer shortlist contains at least two appropriate tenderers selected from the contractor lists maintained by Estate Branch, the unit tender board is delegated with the authority by CWTB to approve the tenderer

shortlist. Such an approval shall be in writing and simultaneously copied to Estate Branch for control / record purpose. For adhoc minor repair of estimated cost not exceeding HK\$5,000.00 and funded by procuring scout unit, the head of the procuring scout unit is delegated with the authority by CWTB to approve the tenderer shortlist.

- 3.4.2.3 In establishing shortlists for tendering of works contracts, consideration shall be given to adopting, as appropriate, the List of Approved Contractors for Public Works, the List of Approved Suppliers of Materials and Specialist Contractors for Public Works, the List of Registered General Building Contractors, the List of Registered Minor Works Contractors, the List of Registered Lift and Escalator Contractors and the like, promulgated by various bureaux / departments of the Government of HKSAR. For establishing a shortlist for capital works related consultancy services, reference can be made to the consultants directories prevailing in relevant trades.

Prequalified Tendering

- 3.4.2.4 There may be circumstances which require the prequalification of a list of tenderers financially and technically capable of undertaking a particular project. These include projects which require pre-testing of equipment to determine its suitability; projects of an extremely complex nature, high value or subject to very rigid completion programmes; projects which call for a high level of co-ordination, technical expertise; or a non-standard form of contract, e.g. Build-Operate-Transfer or Design-and-Build contracts; and products which are critical to the users.
- 3.4.2.5 Prequalification exercises require the prior approval of the Chief Commissioner (on the advice of HQTb) or CWTB as appropriate. A request for approval to conduct prequalification should contain all necessary information including screening and evaluation criteria. Invitations to apply for prequalification may take the approach of open tendering or selective tendering and the respective procedures shall apply. If the selective tendering mode is chosen, the shortlist for prequalification shall be established following the procedures in 3.4.2.2 and 3.4.2.3 above.
- 3.4.2.6 Having assessed all the applications according to the evaluation criteria previously endorsed by tender boards, the procuring scout unit should

make a recommendation to the Chief Commissioner (on the advice of HQTb) or CWTB as appropriate, on a list of prequalified applicants from whom tenders will be invited. The submission should contain an analysis of the strengths and weaknesses of all the applicants and detailed reasons why the applicants should be prequalified or rejected.

- 3.4.2.7 Procuring scout units shall advise prequalified tenderers that SAHK may permit changes to the status of a prequalified tenderer at its discretion and may disqualify a prequalified tenderer at any time, if a prequalified tenderer is considered to have ceased to be able to meet the prequalification requirements. Any material changes in the particulars of the prequalified tenderers which occur between the prequalification and final tendering exercise will require the endorsement of the Chief Commissioner (on the advice of HQTb) or CWTB as appropriate prior to invitation out of tenders.
- 3.4.2.8 Tender invitations shall be sent by letter to those prequalified consultants / contractors approved by the Chief Commissioner or CWTB as appropriate.

Single Tendering

- 3.4.2.9 Tender invitation is sent to only one consultant / contractor. The tenderer shall not be informed that tender is being invited on a single basis.
- 3.4.2.10 Single tender procedures shall only be used in circumstances when open or selective competitive tendering would not be an effective means of obtaining the requisite services, for example –
- (a) where there is extreme urgency brought about by unforeseeable events and where the delay that would arise as a result of open tendering or selective tendering would seriously harm the interests of SAHK;
 - (b) where for reasons connected with the protection of copyrights or for technical reasons, the products or services can only be supplied by a particular supplier and where no reasonable alternative or substitute exists;

- (c) where there is no response to an open or selective tender, or when the tenders submitted have been collusive, or have not been in conformity with the essential requirements in the tender, or from suppliers who do not comply with the conditions for participation, on condition that the requirements of the initial tender have not been substantially modified in the contract as awarded;
- (d) where the equipment or services to be purchased must meet requirements of compatibility or interchangeability with already existing equipment or services;
- (e) where it can be demonstrated that “patent” or “proprietary” items are the only items which can meet the specification;
- (f) where services are to be provided by specific utility companies;
- (g) where maintenance is to be executed on patent or specialized equipment and where the warranty of the equipment gives the supplier of the equipment the exclusive right to carry out the maintenance service; and / or
- (h) where lease terms require that work must be executed by a particular firm.

3.4.2.11 Single tender procedures shall not be initiated without the prior approval of the Chief Commissioner who should take into consideration the advice of HQTb and the Assistant Chief Commissioner (Estate). Requests for approval to invite single tender should be signed by the Budget Holder with justifications and recommendations. Notwithstanding the approval, the procuring scout unit shall still follow all other tendering procedures in this Technical Note including the submission of tender recommendations to the Chief Commissioner (on the advice of HQTb) or CWTB as appropriate for approval. For emergency repair aiming to stop further deterioration of the situation and / or to reinstate the facilities back to a safe state with an estimated cost not more than HK\$50,000.00, the authority for granting approval to single tendering and tender award has been delegated to the Assistant Chief Commissioner (Estate). For emergency repair with an estimated cost more than HK\$50,000.00, approval of single tendering shall be vested in the Chief Commissioner,

who may approve without the advice of HQTb in light of the emergency situation.

Use of Screening Criteria and / or a Marking Scheme for Tender Evaluation

3.4.2.12 For projects where the quality of service or product is of paramount importance and needs to be taken into account in the tender evaluation, procuring scout units may consider adopting screening criteria and / or a marking scheme in the tender evaluation.

3.4.2.13 Use of screening criteria and / or a marking scheme for tender evaluation requires the prior approval of the Chief Commissioner (on the advice of HQTb) or CWTB as appropriate. In the submission to the Board for approval, the procuring scout unit shall provide a brief description of the project to be purchased, its estimated value, justifications for the use of a marking scheme, the screening criteria, the respective weighting for technical and price assessment, the assessment criteria and their relative weighting.

3.4.2.14 Since the use of screening criteria and / or a marking scheme invariably involves a technical evaluation conducted separately from the tendered sum comparison, a two-envelope approach shall be adopted. Guidelines on the screening criteria / marking scheme and two-envelope tendering approach are given at **Annex 4**. If only screening criteria are used, consideration can be given not to use the two-envelope approach but agreement of the Assistant Chief Commissioner (Estate) in this regard shall first be sought.

Quotations

3.4.2.15 Quotations through written means can be employed for procurement of certain categories of capital works and consultancy services. The quotation documents shall contain all necessary essentials so as to enable fair and competitive returns. A sample of quotation document, to be updated by Estate Branch and promulgated by DPSC from time to time, will be provided for reference.

3.4.2.16 For adhoc minor repair and emergency repair as stipulated respectively in 1.1.3 and 3.4.2.11 above, verbal quotation is allowed.

3.5 Number of Quotations/ Tenders

3.5.1 The procurements for capital works projects and related consultancy services should follow the quotation or tender requirements listed below:

<u>Value of a single procurement/contract</u>	<u>Quotation/ Tender Requirement</u>
- Not exceeding \$5,000	- at least 2 verbal quotation obtained
- \$5,001 to \$50,000	- at least 3 written quotations invited
- \$50,001 to \$100,000	- at least 4 written quotations invited
- \$100,001 to \$1,000,000	- at least 5 tenders invited & 2 tenders obtained
- \$1,000,001 and above	- at least 6 tenders invited & 3 tenders obtained

4.1 Tender Documents and Specifications

4.1.1 Procuring scout units are required to provide in the tender documents all the necessary information to assist the bidders to prepare their tenders. Normally, a set of tender documents shall comprise at least the following –

- (a) terms of tender, including the conditions which a tenderer has to meet / observe when submitting a tender, the tender validity period, the currency to be used for the contract, etc;
- (b) conditions of contract covering the conditions which the contractor has to comply with in executing the contract;
- (c) offer to be bound or Form of Tender to be signed and completed by the tenderer to include his address and the tendered sum;
- (d) insurance requirements;
- (e) payment terms;
- (f) tender specifications (see **Annex 5**);
- (g) drawings as appropriate;
- (h) bills of quantities or quantities required for the contract where applicable;
- (i) detailed price schedules or schedule of rates where applicable; and
- (j) requirements for the preparation and submission of as-built drawings and operation / maintenance manuals as appropriate.

For the avoidance of doubt, tender documents and specifications shall be prepared by procuring scout units in full compliance with this Technical Note. Where the project has an estimated value at HK\$0.4 million or above (for consultancy services) or at HK\$1.0 million or above (for capital works projects) AND its tender documents are not prepared by professional consultants, the tender documents and specifications shall be endorsed by suitable committees of the procuring scout unit. Projects funded by the capital works budget maintained by Estate Branch / specific budgets

approved by SAHK, the tender documents / specifications shall all be submitted to Estate Branch for vetting.

- 4.1.2 Procuring scout units should not disclose the estimated contract value to tenderers as it may become a main guiding factor in the preparation of their tender proposals, which may be reduced or, of even more concern, expand unnecessarily, thus undermining the principles of competition and value for money.
- 4.1.3 For projects / contracts employing unusual procurement approach, unusual contractual terms or carrying high risks of claims, consideration shall be given to having the tender documents vetted by a legal professional independent of the tender preparation team or by the Legal Advisor of SAHK before they are issued to tenderers. If the vetted documents have been substantially amended after they have been issued to tenderers, they should be legally vetted again before the contract is awarded.
- 4.1.4 Tender documents are generally issued free of charge but procuring scout units may consider levying a non-refundable sum from tenderers to cover the cost of the tender documents.

4.2 Information on Quantities

- 4.2.1 When tenders are called for the execution of a project or the provision of services on the basis of a schedule of prices or rates, procuring scout units shall give tenderers an indication of the estimated quantity, scope of the contract and any other related information in order to obtain realistic and competitive tenders.

4.3 Tenders in Foreign Currencies

- 4.3.1 In general, contract sums for SAHK contracts should be quoted and paid in Hong Kong dollars. Approval of EC of SAHK shall be sought for allowing tenderers to quote in foreign currencies.

4.4 Tender Deposits

- 4.4.1 A tender deposit is not normally required. Where a tender deposit is demonstrated by the procuring scout unit as a pledge of the tenderer's good faith, the tender documents shall specify the amount of the deposit and the methods of payment (whether by cheque, cashier order and / or presentation of original receipts along with the tender) and refund. Tender deposits will be refunded to unsuccessful tenderers without interest.

4.5 Contract Deposits / Performance Bonds

- 4.5.1 For works contract of an estimated value at HK\$10.0 million or above, successful tenderers may be required to pay a contract deposit (in the form of cash) or submit a performance bond to SAHK within a specified period before contract signing (rather than at the time of tender submission) as security for the due and faithful performance of the contract. Normally, the amount of contract deposit or performance bond required is 2% to 5% of the estimated contract value. A performance bond may be in the form of a guarantee arranged by a bank, insurance company, or the parent company (which has been assessed to be financially capable) of the tenderer.
- 4.5.2 If a procuring scout unit demonstrates it essential to impose a contract deposit or performance bond, it shall be stipulated in the tender documents the amount required, the payment method and the rights of SAHK to decide whether the guarantor is acceptable and to refuse the offer from any tenderer which fails to meet SAHK's requirements.
- 4.5.3 Contract deposits shall not be refunded until the contract has been completed in accordance with the terms of the contract. Likewise, performance bonds must be maintained in force until the contractor has duly performed all his obligations under the contract.

4.6 Retention Money

- 4.6.1 To protect the interest of SAHK, procuring scout units shall include in the payment schedule for the contractor a right for SAHK to hold back a certain sum as retention money, which will not be released to the contractor upon

completion of the contract until SAHK is fully satisfied, after a period of time, with the supplies delivered or the service provided. The amount of retention money is normally pitched at no more than 10% of the contract value.

4.7 Payment Terms

- 4.7.1 Detailed payment terms and methods are stated in the tender documents. Payment is normally made upon acceptance of the works / services though milestone payments related to performance targets may apply for contracts of high value and complexity. Where the contract period of the contract is fairly long, interim monthly payments based on the works / services executed satisfactorily can be an option.

4.8 Indemnity and Insurance

- 4.8.1 To protect the interest of SAHK, tender / contract shall include a condition whereby the contractor is required to “indemnify and keep indemnified SAHK including its subsidiaries, affiliated companies, associated companies and / or their directors, officers, members and volunteers that may exist from time to time against all losses and claims for injury or damage to any person or property including project works whatsoever which may arise out of or in consequence of the execution of the project works and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto”. Conditions to require the contractor to “take full responsibility for the care of the project works or any part thereof, and for the care of any plants, temporary buildings and materials and things whatsoever on the site or delivered to or placed on the site in connection with or for the purpose of the project works” shall also be included.
- 4.8.2 Without limiting the contractor's obligations and responsibilities as stated in 4.8.1 above, the contractor shall be required to procure, effect and maintain at his own expenses before the date of commencement of the contract, in the joint names of the contractor, SAHK and the contractor's sub-contractors of any tier (if sub-contractors are to be engaged) a third-party insurance policy effective from the date of commencement of the

contract until the date of the issue of the maintenance certificate or certificate of making good defects, against any damage, loss or injury which may occur to any property including that of SAHK (other than the project works), or to any person, by or arising out of or in consequence of the execution of the project works or in the carrying out of the contract. The minimum limit insured for any one incident under the third-party insurance policy normally should be HK\$10.0 million. The third-party insurance policy shall be with cross liability extension clause under which SAHK has the right to claim against the contractor. It should be stated clear in the tender / contract that notwithstanding the joint name arrangement for the third party insurance, the contractor is to bear all excesses under the insurance policy. This insurance requirement may be waived for the project categories listed by Estate Branch through a standing notice promulgated by DPSC from time to time.

- 4.8.3 Where the project works are particularly vulnerable to damage and the cost of repair is likely to be more than the contractor can bear, the contractor shall, without limiting his obligations and responsibilities as stated in 4.8.1 above, be required to procure, effect and maintain at his own expenses before the date of commencement of the contract in the joint names of the contractor, SAHK and the contractor's sub-contractors of any tier (if sub-contractors are to be engaged) a care of the works insurance policy. The insurance policy shall cover the period from the date of commencement of the contract until 28 days after the date of completion of the project works certified. It should be stated clear in the tender / contract that notwithstanding the joint name arrangement for the care of the works insurance, the contractor is to bear all excesses under the insurance policy.
- 4.8.4 Where the project works or part thereof are designed by the contractor, the contractor shall be required to procure, effect and maintain at his own expenses a professional indemnity insurance policy in respect of his obligation in relation to the design and works for a period from the date of commencement of contract until 6 years after the date of the certificate of completion.
- 4.8.5 SAHK shall not be liable for or in respect of any damages or compensation in respect or in consequence of any accident or injury to any workman or

other person in the employment of the contractor or any sub-contractor of any tier. The contractor shall be required to procure, effect and maintain at his own expenses a policy of employees' compensation insurance in accordance with Hong Kong Employees' Compensation Ordinance covering those workers who will be performing the project works before they enter the site and shall ensure that his sub-contractors effect the same. Where self-employed persons will be engaged to work on the project, the contractor shall be required to procure, effect and maintain at his own expenses a personal accident insurance plan to cover them.

- 4.8.6 Where the contractor is required to perform design for the works to be constructed under the contract, the contractor and his independent design checking engineer shall each be required to procure, effect and maintain at his own expenses a professional indemnity insurance in respect of his obligations in relation to the design for a period from the date of commencement of the contract until 6 years after the date of the certificate of completion of the contract.
- 4.8.7 The contractor shall be required, prior to commencement of the project works, to provide SAHK a true copy of the insurance policy or a certificate of insurance, together with a copy of the receipt of premium payment, for each kind of the insurances required.
- 4.8.8 Where a consultant is appointed to perform design and construction supervision for a project, the consultant shall be required to procure, effect and maintain at his own expenses a professional indemnity insurance in respect of his obligations in relation to the design for a period from the date of commencement of consultancy agreement until 6 years after the date of the certificate of completion of project construction or the date of completion of consultancy assignment whichever is the later.

4.9 Time for Completion

- 4.9.1 Reasonable time for completion of the project and, where delay in completion will result in substantial financial loss, liquidated damages for recovering loss as appropriate shall be specified in the tender documents.

- 4.9.2 Where necessary, sectional completion dates for different sections of the project shall be specified so as to meet the phased operation requirements and / or early possessions by procuring scout units particularly if the project is to interface with existing operations and other projects. In working out the completion schedules, consideration must be given to the working hours and working condition agreed with the management of existing operations during the design stage and such working constraints should be clearly and adequately reflected in the tender documents.

5.1 Pre-requisites for calling Tenders

- 5.1.1 Prior to tendering, approval for funds must have been obtained. For this purpose, a comprehensive project estimate based on the finalized requirements and latest market condition, including the price fluctuation, shall be prepared and checked against the approved budget. Any shortfall in funding should be sorted out and supplemented prior to inviting tenders.
- 5.1.2 All legal and administrative procedures shall also have been completed to a stage where all necessary approvals and agreements have been obtained before inviting tenders. For property developments, please refer to “An Outline of Terms and Conditions on Scout Properties” at **Annex 6** for compliance checking.
- 5.1.3 All tender documents (including detailed design of capital works) must be completed to the satisfaction of the Budget Holder and / or the Project In-charge prior to calling for tenders. Where detailed design of construction works cannot be timely completed because of emergency need of the works, every effort shall be made to complete all principal designs and drawings as far as possible before tenders are invited. The potential risks to SAHK in terms of subsequent contractual claims so arise must be carefully evaluated for consideration by the concerned Budget Holder in person. In any event, no tender shall be invited without sufficient drawings / specifications to show to tenderers clearly the works involved.
- 5.1.4 No sub-contracting of the works contract as a whole shall be allowed. For consultancy, it shall not be assigned either in whole or in part. Where sub-contracting of part of the works contract is permitted, there shall be clear requirements in the tender documents on the use of sub-contractors. Where specialized works and / or supply of special materials are necessary, the tenderers shall be required to possess the necessary qualifications or otherwise sub-let that part of specialized works / supply of special materials to qualified sub-contractors. If the latter is the case, letters of intent from the qualified sub-contractor candidates shall be included as part of the tender submissions.
- 5.1.5 The formula to be entered into the Form of Tender for determining the rate of liquidated damages (if applicable) shall be reviewed immediately

before tender invitation, with reference to the latest available information. Where considered necessary, advice from the Treasurer and / or FC of SAHK shall be sought.

5.2 Tender Notice

5.2.1 Invitations to tender include –

- (a) a broad description of the requirement;
- (b) the estimated quantities and timing;
- (c) the special requirements on submissions (if any);
- (d) the location / address / way to obtain tender documents;
- (e) the closing date and time for tenders;
- (f) the place for lodging tenders; and
- (g) the name of the office or officer and the telephone number for enquiries.

A sample of tender notice is provided at **Annex 14** for reference.

5.2.2 Tenderers should be advised to submit their bids before the tender closing date and time, as late tenders will not be accepted. They should also be informed of the alternative tender closing date / time in the event of a black rainstorm warning or tropical cyclone warning signal No. 8 or above being in force at the original tender closing date / time.

5.2.3 For open tendering, tender notices should normally appear in SAHK's website for a period of not less than two weeks.

5.2.4 Normally, we allow at least two weeks for tenderers to submit their bids. For simple and straight forward procurements (e.g. simple decorative works, minor repairs, etc), a tender period of not less than three full working days may be considered. For procurements of a contract of an estimated value exceeding HK\$0.75 million (for consultancy services) or HK\$5.0 million (for capital works projects), at least three weeks should normally be allowed. For prequalification, 21 days would be a minimum. In the case of extreme urgency, procuring scout units will have to seek the

prior approval of the Chief Commissioner to shorten the tender period. This authority currently has been delegated by the Chief Commissioner to the Assistant Chief Commissioner (Estate).

5.3 Declaration of Conflict of Interest and Ethical Commitments

- 5.3.1 Each member of the tender boards and assessment panels, personnel preparing tender documents and personnel involved in the tender process shall sign the declaration(s) at **Annex 7** and shall also declare their interests, if any, as soon as they become aware of a potential conflict.
- 5.3.2 Where consultants are engaged, they shall be required to submit the document at **Annex 8** in respect of conflict of interest and ethical commitments.
- 5.3.3 For tenderers, the following should be included as conditions of tender –
- (a) The tenderer shall not, and shall procure that his employees, agents and sub-contractors shall not, offer, solicit or accept an advantage as defined in the Prevention of Bribery Ordinance, Cap. 201 in connection with the tendering and execution of this contract; and
 - (b) Failure to so procure or any act of offering, soliciting or accepting advantage referred to in (a) 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.

Contractors, where appropriate, shall also be required to submit declarations (**Annex 8**) to confirm their compliance with the ethical commitments.

6.1 Correspondence with Tenderers

- 6.1.1 For all correspondence with tenderers, it should be explicitly stated that the correspondence does not signify either an acceptance or a rejection of their tenders, and that all tenders are still under consideration and SAHK does not bind itself to accept either the lowest or any tender.
- 6.1.2 Where correspondence has been exchanged with a tenderer regarding his tender and it is decided to accept his tender, the procuring scout unit shall decide and agree with the tenderer as to which correspondence shall form part of the contract before accepting the tender.

6.2 Action during tender period

Site visit

- 6.2.1 Tenderers shall be allowed to visit the site if possible. Pre-tender meetings or site briefings shall normally not be held. The site visit shall be arranged with each tenderer individually so as to maintain the confidentiality of the tendering exercise.
- 6.2.2 At the site visit, tenderers shall be informed that any oral responses to enquiries shall not be taken as varying the information in the tender documents unless subsequently confirmed in writing.

Tender addenda

- 6.2.3 If amendments to tender documents are found necessary after they have been issued to tenderers, such amendments shall be prepared and issued as tender addendum.

Remark: Shall there be changes to the scope of the capital works contract before the tender closing date which may affect the rate of liquidated damages or the associated special damages where included in the tender, the formula that have been entered into the Form of Tender for the determination of liquidated damages (if applicable) shall be adjusted by means of a tender addendum.

- 6.2.4 Care must be taken to ensure that any amendments to the documents do actually form part of the contract and also have the requisite effect on it. Tender addendum can be issued as a replacement or additional page marked “Addendum No.” which either replaces the original page or serves to amplify / amend the original documents.

- 6.2.5 The tender addendum shall be bound separately to a letter for –
(a) issuance to all tenderers who have collected tender documents; and
(b) attaching to any copies of tender documents which have not been collected at the time of issuing the tender addenda.
- 6.2.6 The letter shall provide for an acknowledgement of receipt by the tenderer, and also a certification by the tenderer that the addendum has been taken into account in preparing his tender.
- 6.2.7 During the tender period, a record of all acknowledgements of receipt returned shall be maintained and clarification shall immediately be sought from those tenderers who have not returned the acknowledgement within the time limit set.

Queries from tenderers

- 6.2.8 All questions put forward in writing by tenderers which suggest the existence of errors or ambiguities in the tender documents shall be carefully examined and, if found justified, a letter attaching the tender addenda shall be issued to all tenderers to correct the errors or clarify the ambiguities.

Extension of time for tender submission

- 6.2.9 The tender period may need to be extended if –
(a) tenderer(s) give(s) substantive reasons showing why tenders cannot be properly prepared within the specified period;
(b) queries raised by the tenderers require significant time to resolve; or
(c) the timing or nature of a tender addendum is considered to be disruptive to the pricing.
- 6.2.10 In any event, consideration must be given to granting an extension due to any addendum, other than those of a very straightforward nature, issued during the last three working days of the tender period.
- 6.2.11 The justification for and the length of the extension to the tender period must be agreed by the Budget Holder (or the Project In-charge if the Budget Holder is the Chief Commissioner) before action is taken. When the need to extend the tender period and the length of the extension have been agreed, all tenderers who have taken out tender documents and Estate Branch shall be informed in writing. Copies of the letter notifying

tenderers of the revised tender closing date and/or time must be attached to tender documents which have not been collected at the time the tender period is extended.

Extension of tender validity period

- 6.2.12 The period for which tenders remain binding is stated in the Form of Tender. If such an extension is anticipated before the tender closing date, a tender addendum shall be issued.
- 6.2.13 After the expiration of this period, a tender cannot be accepted without the written consent of the tenderer to extend the tender validity period. The procuring scout unit shall therefore seek an unconditioned agreement from the tenderer to extend the tender validity period if circumstances warrant. If the tenderer does not agree to the extension unconditionally, it would render his tender ineligible for acceptance after the expiry of the original tender validity period. On the other hand, a tenderer's proposal to extend subject to conditions shall be considered as a qualified bid and be rejected.

6.3 Submission of Tenders

- 6.3.1 Unless otherwise agreed by the Assistant Chief Commissioner (Estate), all tenders shall be submitted in duplicate (one original and one photocopy) in sealed envelopes and deposited in the tender box provided by Estate Branch at 10/F of Hong Kong Scout Centre.

For project works and routine maintenance with an estimated project cost not exceeding HK\$50,000.00 and funded by procuring scout unit, the tenders in sealed envelopes can be deposited in the tender box of the procuring scout unit. In case the procuring scout unit for these project categories is a Scout Group or a District, the tenders shall be deposited in the tender box set up at the concerned Region.

- 6.3.2 Tenderers must submit their tenders before the tender closing date and time stipulated in the tender notice. Late tenders shall not be considered and will be returned to the tenderers without opening the envelopes. Tenderers' attention should be drawn to that their tenders must be deposited before the tender closing date and time and correctly in the

tender box specified in the tender notice. The procuring scout unit / Estate Branch must ensure that the tender box is properly locked, free from disturbance and properly placed at the location specified in the tender notice.

- 6.3.3 For two-envelope tendering system, the technical proposal and price proposal must be submitted under separate envelopes and clearly labelled. This requirement must be clearly highlighted in the tender notice.

6.4 Opening of Tenders

- 6.4.1 At the closing time of tenders, a designated tender opening team (comprising a member of CWTB, a representative of the procuring scout unit, concerned Assistant Chief Scout Executive and / or Chief Scout Executive where the project cost exceeds HK\$5.0 million or the project is administered by Estate Branch, a representative of Estate Branch, and any other Scout Executive as appropriate) will open the respective tender box. Only tenders which are due are opened and authenticated by the tender opening team. The Assistant Chief Scout Executive / Scout Executive of the tender opening team will make appropriate records on file of the tenders received. The photocopy of the tenders received will be retained by Estate Branch for record. The original of the tenders will be collected by the procuring scout unit for assessment.

For tenders allowed to deposit in tender box of procuring scout unit, the tender opening team shall comprise the Project In-charge, a non-uniformed member of EC / ESA and Scout Executive of procuring scout unit. One set of the tenders received together with the opening record shall be sent to Estate Branch for record. In case the procuring scout unit is a Scout Group or a District, the opening of tenders shall be conducted by the Region concerned.

- 6.4.2 For two-envelope tendering system, only the technical proposals / envelopes are opened for the assessment first and the price proposals / envelopes should be kept sealed and under the custody of the Estate Branch or Chief Scout Executive as appropriate. After the completion of the technical assessment, the outcome should be filed with the relevant tender board as well as Estate Branch and the submitted price proposals /

envelopes are then released to the procuring scout unit for conducting the combined assessment to rank the bids in accordance with the specified and pre-defined formula with weightings, having regard to the technical scores and price scores.

- 6.4.3 Where tenders for project funded by outside body are to be deposited at other venue (e.g. Government's public tender box), the arrangement for opening of tenders shall be agreed by the Assistant Chief Commissioner (Estate) beforehand.

6.5 Tender Assessment Panel

- 6.5.1 Tender evaluation should normally be conducted by an assessment panel consisting of not less than three persons comprising at least one uniformed member at commissioner of Grade VI or above and at least two non-uniformed members of the procuring scout unit, where necessary supported by a professional scouter. Where the procuring scout unit does not have professional scouter, a non-uniformed member should be deployed instead. Where the procuring scout unit is a Scout Group, the tender assessment panel shall comprise a commissioner of Grade VI from the concerned District, a leader of the Scout Group, and a non-uniformed member or a Sponsor's representative of the Scout Group. The assessment panel members shall not be the members of the tender board at which the tender recommendation will be considered. Where consultants have been engaged to manage the project, consultants shall take lead in tender examination / assessment and draft the tender report and such duties shall be clearly specified in the consultancy agreements.
- 6.5.2 Professional scouter or the uniformed member (at commissioner of Grade VI or above) of the tender assessment panel shall be responsible for the safe custody of the tender documents. The panel can delegate detailed mathematical checks to professional scouters (or uniformed members holding valid Warrants where the procuring scout unit has no professional scouters) who must be made fully aware of the confidential nature of the tender exercise and documents.
- 6.5.3 The names of personnel checking the tenders must be recorded on file and all checked documents shall be signed and dated by these personnel.

6.6 Clarification of Tenders

- 6.6.1 After receipt of the original tenders from the tender opening team, the tender assessment panel should check that the tenders contain, inter alia, the names and residential addresses of all partners (if the tender is submitted by a partnership) or offices (if the tender is submitted by an unincorporated body) and the business registration certificate numbers.
- 6.6.2 Any clarification or information submitted by a tenderer after close of tender shall not be accepted or considered, unless it is so required by the tender assessment panel.
- 6.6.3 Where certain tender information is found missing or where a tender contains some technical ambiguities, qualifications or counter-proposals, tender assessment panels will need to consider carefully whether to seek the missing information or clarification from the relevant tenderer. In general, tender assessment panels shall keep such post-tender closing contacts with tenderers to the minimum. They shall record clearly and in full all such contacts. Most importantly, they must ensure that such contacts will not give a tenderer any advantage or perceived advantage over other tenderers.
- 6.6.4 The opportunities that may be given to tenderers to correct unintentional errors of form (for instance, clerical errors) shall not be permitted to give rise to any discriminatory practice.
- 6.6.5 Where the provision of certain information is specified as an “essential requirement” in the tender document and where such information is missing in a tender, the tender shall be considered as non-conforming. Tender assessment panels shall not approach the concerned tenderer for the missing information.
- 6.6.6 Where the missing information relates to factual information which does not materially affect compliance with the essential requirements specified in the tender document, and where there is no room for manipulation by a tenderer by virtue of late submission of such information, tender assessment panels may approach the concerned tenderers for such missing information. In other cases, tender assessment panels shall assess a tender with certain information missing as it is.

- 6.6.7 If a clarification or correction results in an adjustment of the tender sum, the tender assessment panel shall ask the tenderer to confirm whether he is prepared to abide by the adjusted tender sum. If the tenderer refuses to so abide, the tender assessment panel shall in the tender report document the case and recommend how to deal with this particular tender. Under no circumstances may a tender assessment panel or procuring scout unit reject a tender as a qualified bid (expressly or otherwise) without the approval of the relevant tender board.
- 6.6.8 In approaching a tenderer for clarification, tender assessment panels must not provide any information that may assist the tenderer to improve his tender to the level of tenders from other tenderers.
- 6.6.9 In case of special circumstances requiring different consideration, procuring scout units shall seek the advice of relevant tender boards.

6.7 Examination and Evaluation of Tenders

6.7.1 The tender assessment panel shall examine tenders against the technical specifications, terms and conditions laid down in the tender documents to determine whether they are fully conforming. In recommending a tender for acceptance, the tender assessment panel should also take into account the following in the evaluation, as appropriate –

- (a) technical and financial capability of the tenderers;
- (b) past performance records of tenderers;
- (c) timely delivery or completion;
- (d) compatibility with existing or planned setups;
- (e) post-completion support and service including maintenance and spare parts provision, warranty and / or guarantees;
- (f) running and maintenance costs; and
- (g) fair market prices.

6.7.2 All tenders shall be checked and evaluated on an equal basis.

6.7.3 Corrections made to tender documents shall be marked in red for easy identification.

6.7.4 Where there are arithmetical mistakes in extending the amount / calculating of tender sum from the billed quantities and the tenderer's rates, the mistakes shall be dealt with as follows –

- (a) for re-measurement contract, the rate inserted in the tender should be taken as correct with the extension, and where appropriate the tender sum, amended accordingly to suit.
- (b) for lump sum contract, the tender sum inserted in the schedule of rate / Form of Tender shall not be amended for any arithmetical mistakes found.

Confirmation from tenderer on his agreement to abide by the rates inserted in the tender and corrected extensions / tender sum for re-measurement contract or to abide by the tender sum inserted in the Form

of Tender for lump sum contract, as the case may be, must be obtained.

- 6.7.5 Confirmation of tenderer that he is prepared to abide by all those rates that are obviously and substantially over or under-priced or not priced at all shall also be obtained. Negotiation with the tenderer in this respect is not appropriate as this may be construed as giving the concerned tenderer an advantage over the other tenderers. Where there are unreasonably high rate items, assessment panels shall work with procuring scout units to check if these will give rise to unexpected financial risks (e.g. quantities much less than actual inadvertently employed in the tender for these high rate items).
- 6.7.6 Where there is no invitation for alternative designs, alternative designs shall not be considered before the assessment of tenders conforming with the tender design is concluded and only the alternative tenders of the recommended tender may be considered. Where alternative tenders are invited, such alternative tenders and those tenders conforming with the tender design shall be similarly treated during tender assessment.
- 6.7.7 Where prior approval has been given for the use of a marking scheme / screening criteria in the evaluation of tenders, assessment panels shall assess the tenders according to the criteria previously endorsed by relevant tender boards. Tenders failing to meet the screening criteria shall not be considered further. Normally, the tender which attains the highest overall score should be recommended for tenders evaluated by marking scheme. The methods for evaluating technical and fee proposals are set out in **Annex 4**.
- 6.7.8 In normal circumstances, the tender assessment panel shall determine the ranking of the tenders, which have fully complied with the tender conditions and specifications, according to the original tender prices or where appropriate the adjusted tender prices, or the overall scores they have attained when a marking scheme is used in tender evaluation. Where price negotiations have been undertaken, the tender assessment panel shall use the negotiated prices to determine the ranking of the tenders or their price scores. The tender assessment panel may only consider other proposals on discounts by a tenderer if his tender is recommended for acceptance. Usually, the tender assessment panel will recommend

acceptance of a tender which fully complies with the tender conditions and specifications, and is the lowest in tender sum or attains the highest score.

6.7.9 The number of tenders that require detailed evaluation and comparison shall be as follows –

(a) *When the ranking of tenders is based on the tendered prices, i.e. no marking scheme is used in tender evaluation :*

If the recommended tender is the lowest, the three lowest tenders should be analyzed in detail. If the recommended tender is not the lowest, the lower tenders, the recommended tender and the next two higher tenders should be analyzed in detail.

(b) *When the ranking of tenders is based on the overall scores, i.e. a marking scheme is used in tender evaluation :*

If the recommended tender is the highest overall scorer, the tenders of the three highest overall scorers should be analyzed in detail. If the recommended tender is not the highest overall scorer, the tenders of the higher scorers, the recommended tender and the tenders of the next two lower overall scorers should be analyzed in detail.

6.7.10 The conforming tenders requiring detailed analysis as above shall also be checked for the following –

(a) the tenders are properly signed by persons authorized and where applicable, details of partners, etc;

(b) the tenderers are believed to be financially capable of successfully carrying out the contract and any other SAHK's contracts he may hold; and

(c) where tender addenda have been issued, a check shall be made to ensure that the tenderers have submitted with their tenders the required certifications for tender addenda. If such certification has not been returned with any one of the tenders, it shall be obtained from the respective tenderer.

6.7.11 In recommending the acceptance of a tender to a tender board, tender assessment panels shall have value for money in mind. For services involving huge expenditures, if the tendered sums are very close or if the

contract to be awarded involves payments over a relatively long period, the tender assessment panel shall compare the tenders by discounting future payments to obtain the present value.

- 6.7.12 If none of the tenders received is fully conforming with the specifications, terms and conditions laid down, procuring scout unit shall consider cancelling the tender exercise and re-tendering with revised specifications, terms and conditions, where applicable. If exceptionally procuring scout units wish to recommend a non-conforming tender, they shall state clearly in the tender report any deviations of the recommended tender from the specifications and terms and the reasons for so recommending. Acceptance of non-conforming tender, recommendation for not accepting any tender or cancellation of tender exercise shall follow the procedures in 3.2.8 and 3.2.9 above.

6.8 Tender Negotiations

- 6.8.1 In general, SAHK's policy is to seek competitive tenders and to select the offer representing the optimal value for money. Under certain circumstances, it would be in SAHK's best interest to negotiate the award of a contract. Any negotiation with a tenderer shall be conducted in a non-discriminatory manner among all conforming tenderers. No negotiation shall be conducted without the prior consent of HQTb / CWTB.
- 6.8.2 To facilitate negotiations, all invitations to tender shall contain a standard provisional clause stating that SAHK and / or the procuring scout unit reserves the right to negotiate with any or all tenderer(s) about the terms of the tender.
- 6.8.3 The person to lead the negotiation shall be a commissioner of Grade V or above. In all cases, only persons with no real or potential conflict of interest shall lead or participate in negotiations.
- 6.8.4 Proper procedures, including keeping proper records of the negotiations, shall be established beforehand and strictly adhered to. Negotiations may be conducted by exchange of correspondence and / or meetings. Under no circumstances shall negotiations be conducted orally by a single negotiator.

- 6.8.5 Some guidelines on preparing for and conducting negotiations are provided at **Annex 9** for general reference. They are not intended to be comprehensive.

6.9 Tender Reports

- 6.9.1 The procuring scout unit together with its tender assessment panel / consultants shall prepare a tender report containing a clear recommendation. The tender report shall be completed in a comprehensive manner. Key statements shall be written in active voice in order not to blur accountability. For example –
- I recommend acceptance of the tender submitted by
 - I consider that the recommended tenderer is suitable to carry out the contract
 - I confirm that the recommended tender is in full compliance of contract terms
 - I consider it realistic to accept the recommended tender
- 6.9.2 Tender reports for consideration by HQTb and CWTb shall be signed by the Budget Holder, and where appropriate endorsed by EC / ESA of the procuring scout unit, save the following –
- (a) where the Chief Commissioner is the Budget Holder of the project, the tender report shall be signed by the concerned Project In-charge; and
 - (b) for project funded by the capital works budget of Estate Branch, the tender report shall be signed by the head of the procuring scout unit.
- 6.9.3 Tender reports for consideration by tender board of procuring scout unit shall be signed by the tender assessment panel.
- 6.9.4 Where consultants have been engaged to run the procurement, the consultants shall sign and the Budget Holder / head of the procuring scout unit / Project In-charge / tender assessment panel as appropriate shall counter-sign the tender report.
- 6.9.5 A standard format cum checklist for preparation of tender report is at **Annex 10**. Where the project is of cost not exceeding HK\$50,000.00, the

procuring scout unit can choose to adopt the simplified tender report format at **Annex 15**. For emergency repair as set out in 3.4.2.11 above, works can be, with prior agreement of the Assistant Chief Commissioner (Estate), executed before submission of the tender report.

6.10 Award of Tender

Checks prior to accepting tender

6.10.1 The following checks, amongst others, shall be made by the procuring scout units to ensure that –

- (a) the funds are readily available for payments to the contractor;
- (b) the land required for the work is available by the contract commencement date or, for staged possession of site, in accordance with the schedules set out in the contract; and
- (c) the rate of liquidated damages entered into the Form of Tender is a genuine pre-estimate of SAHK's loss judged at the time of entering into the contract and has been agreed by the successful tenderer.

Acceptance of tender

6.10.2 A letter of acceptance shall be sent to the successful tenderer specifying the following, amongst others –

- (a) a list of all correspondence exchanged with the successful tenderer both during the tender period which has been agreed to form part of the contract;
- (b) the date for commencement of the contract;
- (c) details of insurance to be provided by the contractor, if applicable;
- (d) details of bond / security to be provided by the contractor, if applicable;
- (e) the place, date and time for executing the Articles of Agreement, if necessary;
- (f) the requirement for a power of attorney for executing the Articles of Agreement, if necessary;
- (g) the title and address of the consultants / architects / engineers

managing the procurements, if applicable;

- (h) the requirement for submission of programme (and the safety plan), if necessary; and
- (i) any other relevant instructions or matters relevant to the acceptance of the tender.

A sample letter of acceptance is provided at **Annex 16** for reference. It shall be observed that once the letter of acceptance is issued to the tenderer, a binding contract exists between the tender awardee and the procuring scout unit, and there is no need in the letter to ask the tender awardee to confirm / acknowledge that they are willing to undertake the works / contract.

- 6.10.3 The letter shall be signed by the Budget Holder of the project, simultaneously copied to Estate Branch, and shall only be issued after receipt of the approval of tender board or the Chief Commissioner, as the case may be. Where the Chief Commissioner is the Budget Holder of the project, the letter shall be signed by the concerned Project In-charge. For project funded by the capital works budget of Estate Branch, unless specified otherwise, the authority for signing the letter has been delegated by the Assistant Chief Commissioner (Estate) to the head of the concerned procuring scout unit.

Feedback and debriefing to unsuccessful tenderers

- 6.10.4 Immediately after the letter of acceptance has been sent to the successful tenderer, all unsuccessful tenderers who have submitted tenders shall be notified in writing that their tenders have not been accepted.
- 6.10.5 Unless otherwise requested by the unsuccessful tenderers, debriefing to unsuccessful tenderers shall be avoided.

Disposal of unsuccessful tenders

- 6.10.6 Submissions from unsuccessful tenderers shall be returned to Estate Branch for retention until completion of the contract, after which they shall be destroyed.

6.11 Amendments to the Project

- 6.11.1 Except with the agreement of EC / ESA of the procuring scout unit and / or EC of SAHK as appropriate, no change to the scope of project shall be effected. For projects under the capital works budget of Estate Branch, prior approval of the Assistant Chief Commissioner (Estate) shall first be obtained. Where the project is under the jurisdiction of EC of SAHK, the agreement to change in the project scope shall normally be routed through FC of SAHK.
- 6.11.2 Any amendments to the contract outside the terms of contract and / or required after acceptance of tender can only be made by means of a supplementary agreement with the consultants / contractor. Execution of supplementary agreement shall have the prior approval of the Chief Commissioner (on the advice of HQTb).
- 6.11.3 In general, variations to contract shall only be ordered if they are under the terms of the contract and for satisfactory functioning and completion of the project. For variations carrying significant time or financial implications, prior written approval from the relevant Budget Holder in person shall be sought by the procuring scout unit with justifications. Unless with the prior approval of the concerned EC / ESA, no variation should be ordered if the cumulative value of the variation to be ordered and the variations ordered exceeds the contract contingency (normally set at no more than 10% of the estimated works value) or approved budget. Where the project is under the jurisdiction of EC of SAHK, the approval to order variation resulting in the said excess shall normally be routed through FC of SAHK. For capital works under the capital works budget of Estate Branch, prior approval of the Assistant Chief Commissioner (Estate) is necessary for ordering any variations.

6.12 Exemption for Emergency Repair

- 6.12.1 Except the submission of a simplified tender report as required in 6.9.5 above, all the tendering procedures stipulated in Clause 6 may be exempted at the discretion of the Assistant Chief Commissioner (Estate) for emergency repair under the delegated authority in 3.4.2.11 above.

7.1 Miscellaneous

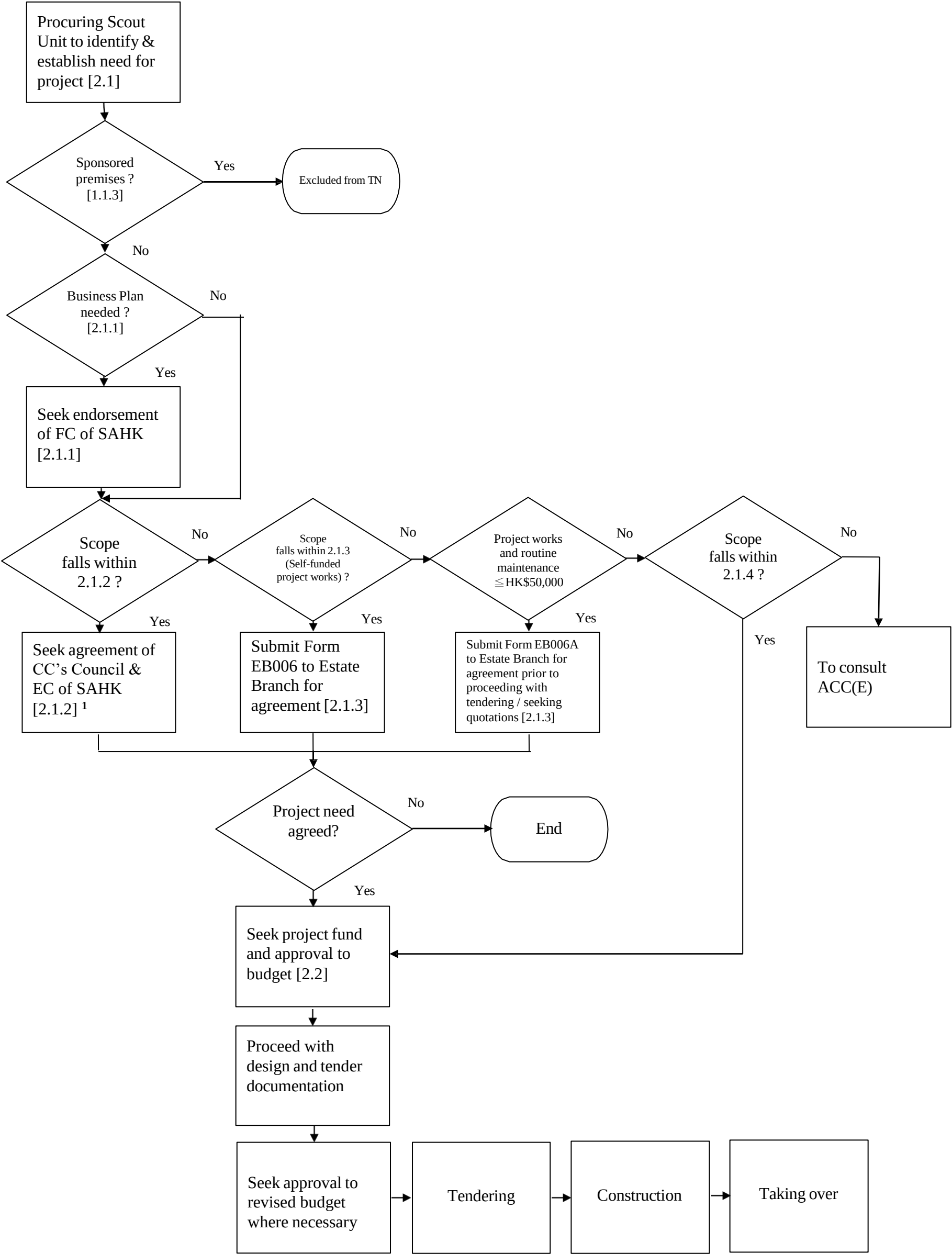
- 7.1.1 The procuring scout unit shall keep proper records of contract information including the dates for invitation of tenders, contract award, contract commencement, completion, expiry of defects liability period / maintenance period. One copy of the information shall be passed to Estate Branch for record purpose.
- 7.1.2 The procuring scout unit shall keep close monitoring of the procurement progress in terms of time, cost and quality. Any discussions and meetings with consultants, suppliers and / or contractors shall be properly documented and filed. The aforesaid meeting minutes / discussion notes shall also be copied to Estate Branch for information. The procuring scout unit shall make use of “Estate Branch Form EB003” at **Annex 11** to report to Estate Branch on the progress of the project works.
- 7.1.3 The procuring scout unit shall report within one month after the completion of the contract the performance of the contractors and / or consultants using “Estate Branch Form EB004a” (for contractors) at **Annex 12** and “Estate Branch Form EB004b” (for consultants) at **Annex 13**. Estate Branch will in this regard maintain a “Summary of Performance Appraisal of Consultants and / or Contractors” for reference.

7.2 Procedures for Handling Complaints

- 7.2.1 Tenderers may lodge complaints about the process or the result of a tender exercise. All complaints received shall be referred to the Chief Commissioner who will at his discretion assign the case to the relevant tender board or a purposely-set panel to deal with the complaint. On receipt of the assignment, the tender board or the panel shall deal with the complaint in an impartial and timely manner, and provide an early and substantive reply to the complainant direct. An interim reply shall be sent to the complainant if a substantive reply cannot be issued shortly.
- 7.2.2 For complaints on capital works projects and related consultancy services funded by the capital works budget of Estate Branch, the Assistant Chief Commissioner (Estate) shall be consulted before replying to the complainants.

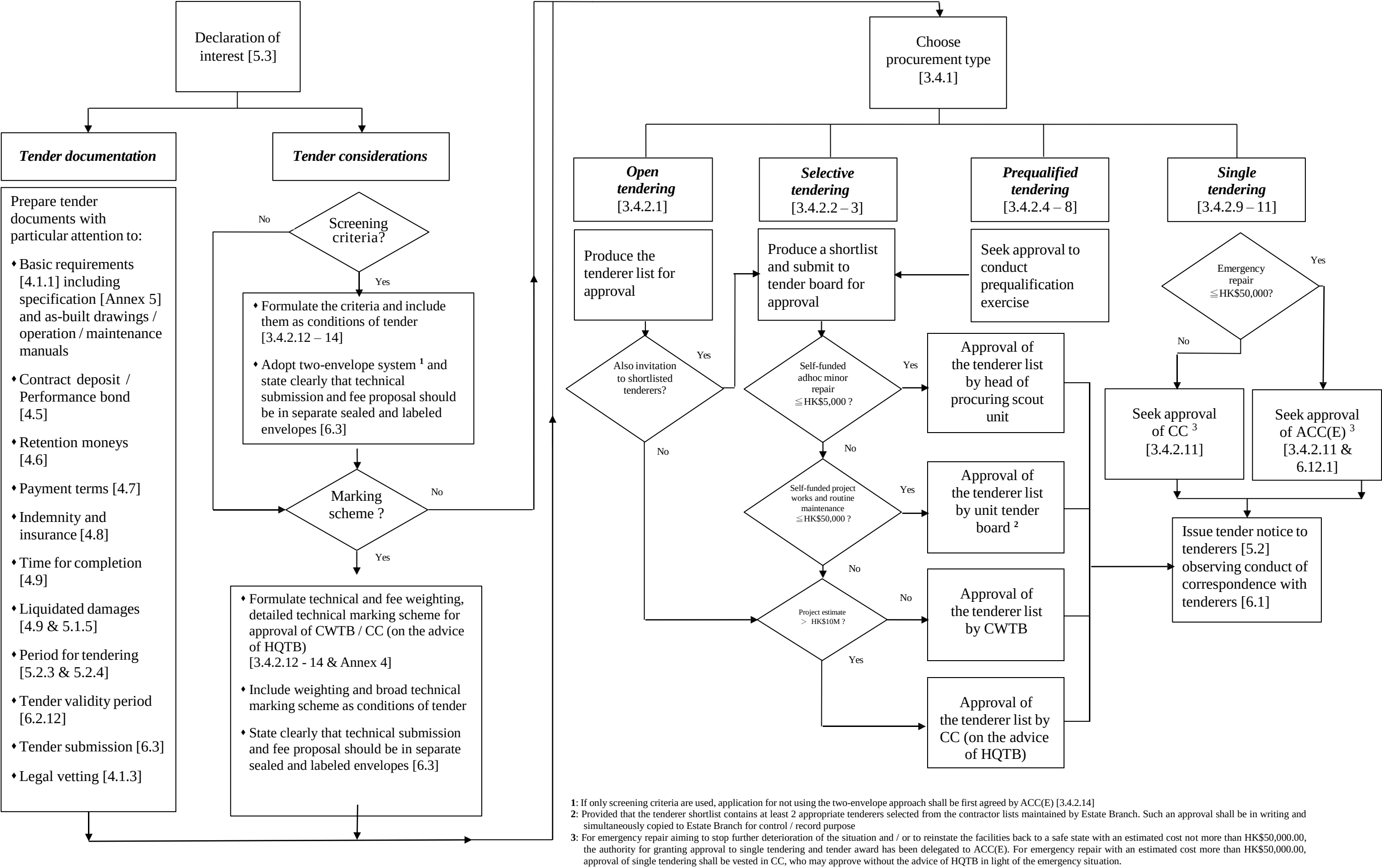
Simplified Flow Charts illustrating Tendering and Management Procedures for Capital Works Projects

Chart I – Project Inception



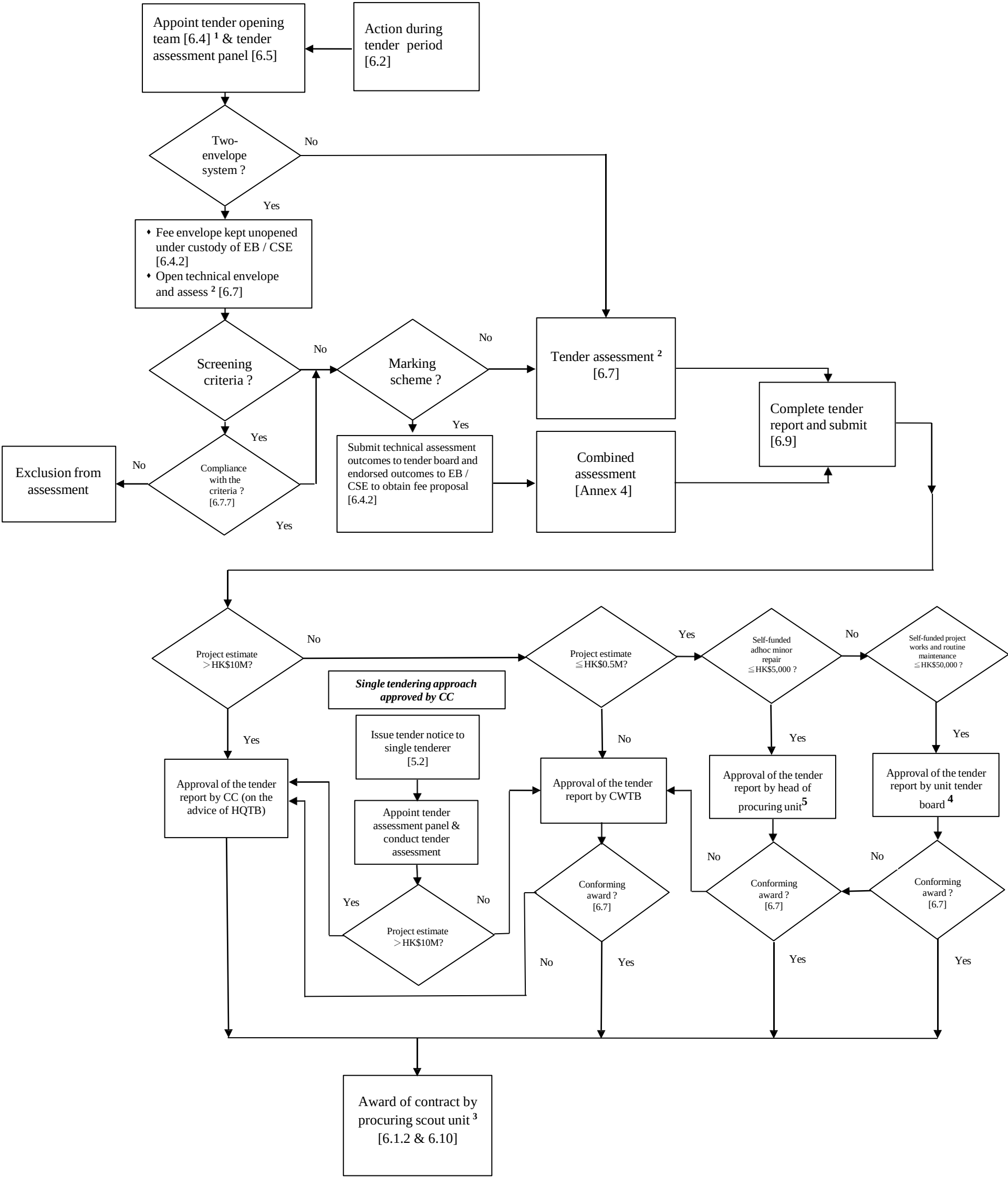
1: The submitted proposal shall be copied to Estate Branch at least four weeks in advance. Project proposal related to 2.1.2 (a), (e) and / or (f) should first be vetted by PAAP who would refer its recommendations / advice to the Chief Commissioner for deciding if the project should be scrutinized by FC and / or put forward to CC's Council and EC of SAHK for consideration.

Simplified Flow Charts illustrating Tendering and Management Procedures for Capital Works Projects
Chart II – Tender documentation and considerations



Simplified Flow Charts illustrating Tendering and Management Procedures for Capital Works Projects

Chart III – Tendering



1: Arrangement for opening of tenders shall be pre-agreed by ACC(E) where projects are funded by outside body [6.4.3]
2: Correspondence with tenderers during tendering period shall observe requirements in 6.1.1
3: To observe 6.1.2 for incorporation of correspondence exchanged with tenderers during tendering
4: Procuring scout unit shall send submission and documents to tender board and simultaneously copy to Estate Branch [3.2.6]
5: The approval shall be in writing and filed for record [3.2.3]

THE SCOUT ASSOCIATION OF HONG KONGGuidance Notes on Association PropertyIntroduction

These Guidance Notes carry the policy on the Association property and shall apply to all properties of The Scout Association of Hong Kong (including the Friends of Scouting), except those which are registered in the name of individual sponsoring authorities of scout groups or units.

The property of The Scout Association of Hong Kong and of the Friends of Scouting is normally used for one or more of the following purposes:

- (1) Campsite
- (2) Training Centre
- (3) Activity Centre
- (4) Scout Base
- (5) Association Headquarters
- (6) Friends of Scouting/Regional/District Headquarters
- (7) Baden-Powell Scout Club House
- (8) Children and/or Youth Centre of Friends of Scouting

Definitions

"Association" means The Scout Association of Hong Kong. "Property" in the context of these Notes, shall include all land, permanent and temporary structure(s) standing on land (including any fixtures and fittings), any jetty standing on foreshore, vehicles, boats, machinery and other things or properties dealt with by the Campsites and Properties Committee in the ordinary course of business.

Vesting of Property

All Association property shall be vested in the body corporate established by Section 9(1) of The Scout Association of Hong Kong Ordinance, CAP 1005 of the Laws of Hong Kong, and any amendment thereof.

The lease, permit or any other instrument by which the aforesaid body corporate acquires any land and/or structure(s) standing thereon, shall be in the name of the "The Scout Association of Hong Kong". All such leases, permits, or instruments requiring the seal and/or signature of the body corporate shall be so sealed and signed as provided in Section 11 of the Ordinance, unless they are otherwise especially assigned and specified by the Executive Committee of the Association.

Policy on Association Property

These Notes and any amendments thereto shall not be valid until adopted by the Campsites & Properties Committee.

The Campsites and Properties Committee may however formulate and issue any Supplementary Notes to supplement these Notes.

Finance

All funds reserved for the maintenance, repairs and administrative expenses or development of any Association property shall be subject to the control by the Executive Committee of the Association, or a functional committee appointed by it as the case may be. If the responsibility for day-to-day management of the property is delegated to a region/district such funds shall further be subject to the control by the executive committee of that region/district or by its sub-committee under delegation of authority.

Rules 49(1) and 66(i) laid down in the Policy, Organisation and Rules of The Scout Association of Hong Kong (1st Edition, September 1987) as applied to Scout Groups applies in the same way to Scout Districts, Scout Regions and must be observed.

Fund Raising

Fund Raising activities for any Association property by a committee, a group of individuals, or an individual may be initiated if and when the Rules 26, 47 and 64 laid down in the Policy, Organisation and Rules of the Scout Association of Hong Kong (1st Edition, September 1987) are satisfied.

Any funds received from any such fund raising activity can only be used for the sole and sheer purpose of the fund raising project unless it is rectified by the relevant executive committee concerned.

Equipment

The equipment and other installations required in any property may be provided by a committee, a group of individuals, or an individual.

Rules 49 and 66 laid down in the Policy, Organisation and Rules of the Scout Association of Hong Kong (1st Edition, September 1987) as applied to Scout Groups applies in the same way to Scout Districts, Scout Regions and must be observed.

Management

The overall management of all Association property shall be the responsibility of the Campsites and Properties Committee, subject to such instructions as may be given by the Association's Executive Committee. The Campsites and Properties Committee may delegate the authority on the management of any property to the executive committee or a sub-committee of a branch, region or district, but the Guide to Property Development and Project Management issued by the Association Headquarters must be observed.

Custody of Instruments

All leases, permits, or any other instruments relating to any Association property shall be delivered to Association Headquarters for safe custody.

Association Headquarters may arrange for a copy of any such instrument to be made available to the executive committee or sub-committee of the branch, region or district concerned as applicable.

Where any such instrument is superseded or amended, the new or amended instrument shall be retained by Association Headquarters and a copy made may be available to the executive committee or sub-committee of the branch, region or district concerned as applicable.

Annual Administrative Expenses, Maintenance and Repairs

The responsibility for payment of annual administrative expenses, maintenance & repairs for any Association property shall be the responsibility of the branch, region or district concerned as applicable. Annual budget for such purposes shall be made by the respective branch, region or district, if required.

Schedules of Maintenance

The Campsites and Properties Committee may, with the assistance of the executive committee or sub-committee on the management of the specified Association property, be responsible for preparing a schedule of maintenance for such property. Any such schedule shall be for a period of not less than three years nor exceeding five years. Within each such period all structures, facilities, and equipment in each property may be jointly or otherwise inspected at least once a year by the Association's maintenance contractor and/or an individual or a group of individuals assigned by the Campsites & Properties Committee. During the inspection an entry shall be made of any item requiring remedial action or replacement, and a list of such items shall be submitted without unduly delay to the Campsites & Properties Committee with a copy to the executive committee or sub-committee concerned as applicable.

Damage from Natural Disasters

Damage to any Association property arising from a natural disaster shall be made good by the respective branch, region or district concerned.

Development

Where the existing structure(s), facilities and equipment of any Association property are to be expanded, added to, or re-developed, or where new structures, facilities and equipment are to be provided, the costs shall be paid by the respective branch, region or district concerned.

Insurance

Each Association property shall be adequately insured against damage by fire and the premium for such insurance shall be paid by the branch, region or district concerned.

Each Association property located in an exposed area shall be adequately insured against damage by typhoon, landslide, or rain-storm and the premium for such insurance shall be paid by the branch, region or district concerned.

Funds

A trust fund, endowment fund, or maintenance fund may be established to help meet the expenses of any Association property. The size and purpose of any such trust fund, endowment fund, or maintenance fund and its manner of operation shall be subject to the approval of the Association's Executive Committee.

Notes

1. The Guidance Notes herein are for guidance purposes only and can be amended at any time with retrospective effect by the Campsites & Properties Committee of the Association.
2. For the avoidance of doubts, it is further provided that these Guidance Notes are subject to the Rules contained in the Policy, Organisation and Rules of the Scout Association of Hong Kong and anything herein which contravenes the said Rules is null and void to all intents and purposes.

香港童軍總會
工程需求及籌劃備忘

Estate Branch Form EB006

工程計劃編號：____/____/____

1. 一般資料	
物業名稱	
物業地址	
地契類別	☐ 私人協約方式批地 Private Treaty Grant ☐ 私人遊樂場地契約 Private Recreational Lease ☐ 租約 Tenancy Agreement ☐ 短期租約 Short Term Tenancy Agreement ☐ 樓契／地契 Assignment
契約用途限制	
契約期限	為期_____年 至 _____年_____月
2. 工程需要性	
因由	☐ 因應總會在政策上的轉變或決定（附上相關會議記錄／認可文件，詳見附件_____） ☐ 需符合法例規定（附上相關法例條文，詳見附件_____） 附註目前不合例的情況：_____ ☐ 使用率報告(最近三年)，詳見附件_____ ☐ 其他：_____
擬籌劃工程	位置／範疇：_____ 圖則／概念示意圖／相片，詳見附件_____ 曾考慮之方案及利弊，詳見附件_____
土地用途／契約檢視	擬籌劃工程 ☐ 符合契約用途限制及不需向政府有關當局或業權人申請批准 ☐ 符合契約用途限制但需向政府有關當局或業權人預先申請批准（批准函件見附見_____） ☐ 不符合契約用途限制 有關契約條款／相關條例章節：_____ 涉及部門：_____ 需要進行之程序包括： ☐ 按規劃大綱圖作出申請／ ☐ 申請改變土地用途／ ☐ 申請入則／ ☐ 申請有關營運牌照 ☐ 其他：_____
3. 工程推展	
工程顧問	☐ 不需要 ☐ 需要，顧問類別：_____ 理據：_____ 招標模式： ☐ Opening Tendering 公開招標 / ☐ Selective Tendering 揀選招標 ☐ Prequalified Tendering 規範招標 / ☐ Single Tendering 單一招標

工程推展時間表	招標模式：		
	☐ Opening Tendering 公開招標 / ☐ Selective Tendering 揀選招標		
	☐ Prequalified Tendering 規範招標 / ☐ Single Tendering 單一招標		
	完成訂定用家要求：	20_____年 _____月	
	完成設計：	20_____年 _____月	
	完成工程標書：	20_____年 _____月	
	招標期：	20_____年 _____月至 20_____年 _____月	
工程資金來源	☐ 外界贊助機構 / ☐ 捐助人或籌募 / ☐ 會方預算案 / ☐ 基金 ☐ 其他: _____ 總建築金額 HK\$ _____ 總顧問費用／專業人士金額 HK\$ _____		
工程現金流估算 [註 1]	第一年(20_____年至 20_____年): \$ _____ 第二年(20_____年至 20_____年): \$ _____ 第三年(20_____年至 20_____年): \$ _____ 及往後跨年度之估算(如有)		
4. 營運			
營運方案[註 2]	詳見附件_____		
受惠／服務層面		預計人次	每年_____
完成後設施之管理	☐ 由單位自資負責 / ☐ 需外聘人手負責		
管理及運作 資金來源	☐ 外界贊助機構 / ☐ 捐助人或籌募 / ☐ 會方預算案 / ☐ 基金 ☐ 其他: _____ 每年總金額 HK\$ _____		
5. 其他			
相關參考資料(如有)			
6. 申請單位			
名稱			
單位所屬之 營地／產業／管理等 委員會名稱		審閱日期	
申請人簽署 [註 3]		姓名 職位	[香港總監 / 副香港總監() / 助理香港總監() / 區總監() / 旅長()]
日期			
地域總監加簽 [註 4]		姓名 職位	[助理香港總監()]
日期			

註 1：財政年度由每年 4 月至翌年 3 月，如涉及工程顧問及承建商，需分別列出

註 2：如涉及財務之可行性

註 3：五級或以上總監

註 4：如申請單位為區或旅團

香港童軍總會
工程需求通知

Estate Branch Form EB006A

工程計劃編號：____/____/____

1. 一般資料			
物業名稱			
物業地址			
2. 工程內容			
擬進行的工程	圖則／概念示意圖／相片，詳見附件_____		
	位置：		
	範疇：		
土地契約／條例 檢視	擬籌劃工程 ☐ 符合契約用途限制及不需向政府有關當局或業權人申請批准 ☐ 符合契約用途限制但需向政府有關當局或業權人預先申請批准 （批准函件見附件_____） 屋宇署的小型工程監管制度： ☐ 第 II 級別 ☐ 第 III 級別 ☐ 不適用 ☐ 其他：		
3. 工程推展			
工程推展時間表	招標期：	20____年 ____月至 20____年 ____月	
	完成招標分析報告：	20____年 ____月	
	工程期：	20____年 ____月至 20____年 ____月	
4. 其他			
相關參考資料(如有)	名稱_____	詳見附件_____	
	名稱_____	詳見附件_____	
	名稱_____	詳見附件_____	
5. 申請單位			
名稱			
單位所屬之 營地／產業／管理 等委員會名稱			
申請人簽署 [註 1]		姓名 職位	[香港總監 / 副香港總監() / 助理香港總監() / 區總監() / 旅長()]
日期			
6. 批核			
☐ 不反對 ☐ 不同意，原因：_____			
簽署		姓名 職位	[助理香港總監(產業)]
日期			

註 1：五級或以上總監

Estate Branch Form EB001

工程計劃編號：____/____/____

香 港 童 軍 總 會

營地及活動中心 ☐/地域總部 ☐/其他總會物業 ☐

發展及改善工程計劃（20____至20____年度）撥款申請

1. 工程項目建議			
物業名稱			
工程項目名稱		優先次序	
背景資料			
申報理由			
工程項目估價(a)		專業人士 服務費 (如涉及) (b)	
申請撥款總金額 (a+b)			
工程計劃	見附夾之《工程計劃表》		
2. 申請單位			
名稱			
單位指派之 工程負責人(姓名)		職位	[五級或以上總監]
單位所屬之 營地／產業／管理 等委員會名稱		審閱日期	
申請人簽署		姓名 職位	[香港總監 / 副香港總監() / 助理香港總監() / 區總監() / 旅長()]
日期			
地域總監加簽 (如申請單位為區或旅團)		姓名 職位	[助理香港總監()]
日期			

Form EB001 (Version: June 2016)

工程計劃編號：____/____/____

香港童軍總會

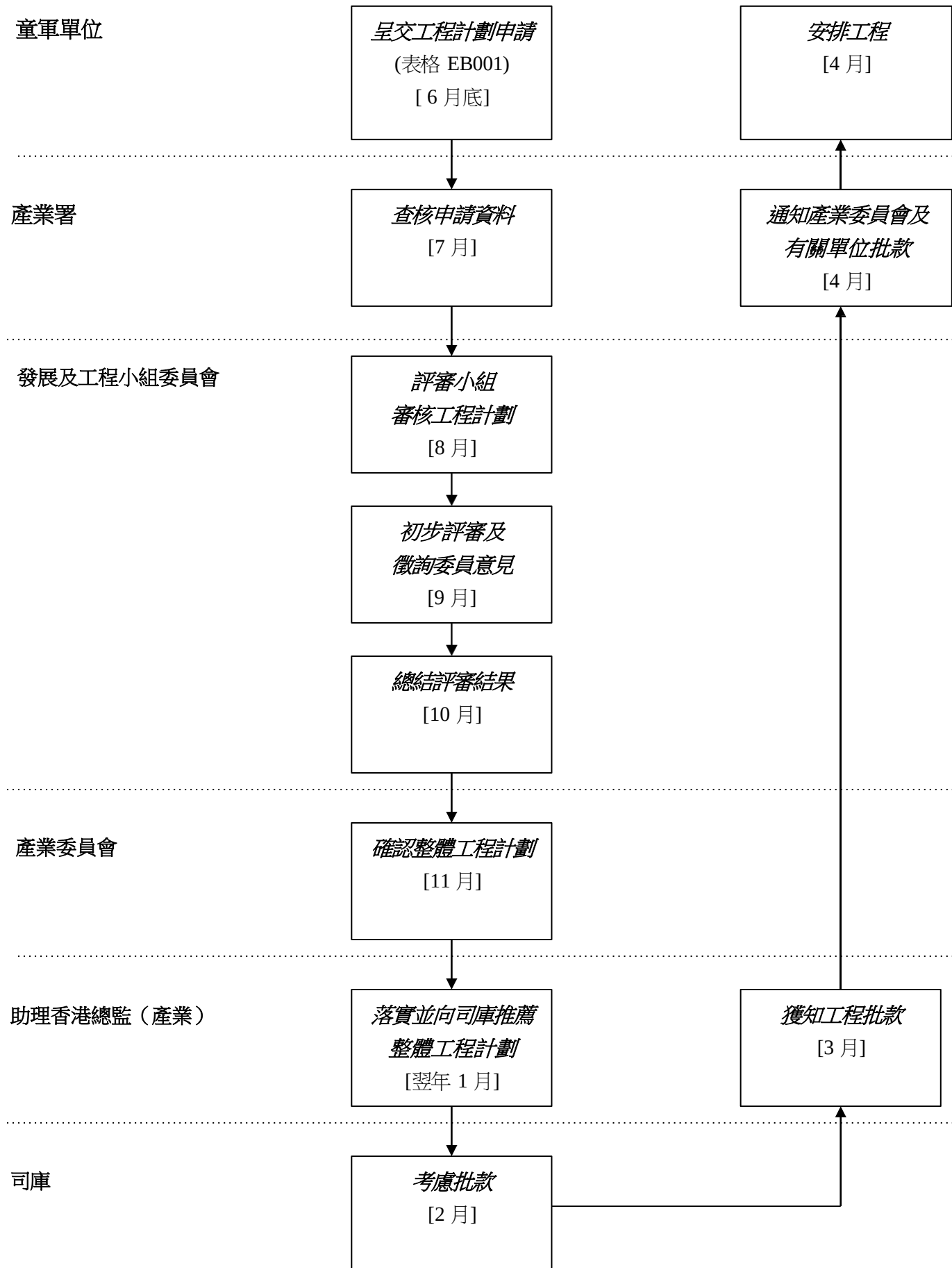
營地及活動中心 ☐/地域總部 ☐/其他總會物業 ☐

發展及改善工程計劃（20____至20____年度）撥款申請

工程計劃表

1. 土地契約／條例檢視	
(a) 土地契約／條例 檢視	擬籌劃工程： ☐ 符合契約用途限制及不需向政府有關當局或業權人申請批准 ☐ 符合契約用途限制但需向政府有關當局或業權人預先申請批准 （批准函件見附件____） 屋宇署的小型工程監管制度： ☐ 第 I 級別 ☐ 第 II 級別 ☐ 第 III 級別 ☐ 不適用 ☐ 其他：_____
2. 工程顧問及承辦商	
(a) 顧問需求	☐ 不需要聘請顧問 ☐ 需要聘請顧問，顧問類別：_____ 需要理據：_____
(b) 顧問招標模式	☐ 揀選形式招標 ☐ 其他招標模式：_____
(c) 工程承辦商	承辦商須具備的資格／類別： ☐ 註冊小型工程承辦商 ☐ 註冊一般承辦商 ☐ 註冊電業承辦商 ☐ 其他：_____
(d) 工程承辦商招標 模式	☐ 揀選形式招標 ☐ 其他招標模式：_____
3. 工程推展	
(a) 擬定完成招標 文件及名單時間	20____年 ____月
(b) 擬定招標期	20____年 ____月至 20____年 ____月（共 ____日）
(c) 擬定完成 招標分析報告	20____年 ____月
(d) 擬定工程期	20____年 ____月至 20____年 ____月 或 20____年 ____月至 20____年 ____月(第二選擇之工程期)

香港童軍總會
發展及改善工程計劃 - 申請撥款流程



發展及改善工程計劃 - 申請撥款程序

童軍單位

1. 童軍單位負責人於每年 6 月底或之前，呈交予產業署有關申請表格（EB001）及所需資料。
2. 有關單位需預留充足時間由有關單位之營地／產業／管理等委員會及/或地域總監審閱有關工程項目的申請及資料。

產業署

3. 產業署了解所建議之工程項目後，於 7 月完成查核工作。

發展及工程小組委員會

4. 於 8 月初，由助理香港總監（產業）指派之工程計劃評審小組進行審核。若評審小組認為有需要向有關單位索取進一步的資料，便由產業署跟進。
5. 於 9 月完成工程計劃初步評審，並把初步評審結果通知發展及工程小組委員會各委員，以便各委員就評審結果給予其意見。發展及工程小組委員會於 10 月的會議上，各委員就評審結果及有關意見作出討論，總結評審結果。
6. 將工程計劃呈交予產業委員會確認。

產業委員會

7. 產業委員會於 11 月的會議上，確認有關年度之整體工程計劃，並推薦予助理香港總監（產業）考慮。

助理香港總監（產業）

8. 助理香港總監（產業）於 12 月落實整體工程計劃之預算案，於翌年 1 月初呈予司庫考慮。經財務委員會及總會執行委員會分別於 2 月及 3 月通過批款。
9. 司庫於 3 月通知助理香港總監（產業）有關工程計劃之撥款結果。

產業署

10. 產業署於 4 月通知各有關童軍單位及產業委員會各委員，有關工程計劃之撥款結果。

童軍單位

11. 童軍單位負責人於 4 月按撥款數額進行有關工程。

香港童軍總會

發展及改善工程計劃 - 申請須知

一般事宜

1. 申請表格（EB001）須由童軍單位負責人填寫。
2. 一份撥款申請表格內，只申報一項工程計劃。
3. 附上充足資料，包括背景資料、工程預計時間表、估價明細表及支出流動預算、相片、圖則、申請理由及優先次序等。
4. 如工程項目涉及專業人士，如結構、機電、測量或園林設計等方面，專業人士之服務費需包括於有關申請內。
5. 每項工程計劃之所涉及之經常性開支由有關童軍單位負擔。
6. 任何在申請獲批准前所進行之項目，均不予以考慮。
7. 如產業署認為撥款申請表格或所需資料不齊全，會要求有關童軍單位補充所需資料。

聘請顧問、製備招標文件及進行招標

1. 童軍單位負責聘請顧問、製備招標文件、進行招標及評標，童軍單位負責人須向產業署呈交所需的書面報告。
2. 獲批准的撥款只應用以獲批准的工程項目。
3. 當開標後，如標價高於獲批准的撥款，童軍單位負責人須通知產業署，產業署報告予助理香港總監（產業）並徵詢其批示。
4. 因任何情況而需要更改獲批准的工程項目，童軍單位負責人須呈交文件予助理香港總監（產業）審閱，如理由充分，方會被考慮。
5. 童軍單位負責人須按照工程預計時間表及支出流動預算進行工程項目，如有差異，須向助理香港總監（產業）解釋有關事宜。

(I) Guidelines for Adopting Screening Criteria for Tender Evaluation

- A. Screening exercise may be adopted for ensuring that the tenderer complies with the necessary minimum requirements before his tender is considered further to avoid abortive assessment work. The procuring scout unit shall develop the criteria to meet the specific needs for its contract. The followings are examples of screening criteria commonly adopted –
- *minimum qualification requirements* (The tenderer's status / qualifications (e.g. building contractor registered with Buildings Department, Authorized Person, etc.)
 - *minimum resource / technical capability* (e.g. minimum number of specific professionals / experts required, availability of certain construction plants, etc.)
 - *minimum past performance standard* (e.g. have worked on contracts of value exceeding HK\$200M, have worked for four number of specific type of project, etc.)
- B. It should be observed that the screening criteria once adopted shall be taken as mandatory requirements and that if a tenderer fails to comply with any one of the criteria, his tender shall not be considered further. The procuring scout unit shall therefore exercise great care in preparing the criteria which shall contain no ambiguities.

(II) Guidelines for Adopting a Marking Scheme for Tender Evaluation

- A. The use of a marking scheme in tender evaluation and an outline of the evaluation criteria shall form part of the tender documents. Any other requirements which will be applied in deciding on the suitability of tenders must also be indicated in the tender documents. Procuring scout units should take into account the basic SAHK procurement principle of transparency when determining the details of the marking scheme and assessment criteria to be included in the tender document. Procuring scout units should normally provide as much information as possible (including descriptions of each assessment criterion and their individual technical marks assigned, the individual and/or overall passing marks set for technical assessment, formula to

be used to calculate the technical/price scores, and the technical to price assessment weighting, etc.) in the tender document to facilitate tenderers' preparation of competitive and quality tender submissions.

- B. Since the use of a marking scheme invariably involves a technical evaluation conducted separately from the tendered sum comparison, a two-envelope approach should be adopted when requiring the tenderers to submit their tenders, i.e. technical and price information should be submitted in separate envelopes. Under the two-envelope approach, procuring scout units shall ask the tenderers to enclose all the information and documents required for price assessment (viz. for the calculation of price score) in sealed envelope(s) with the clear indication that it contains the price information; and to enclose all the other information including those required for technical assessment in separate sealed envelope(s) with the clear indication that it contains the technical information. Procuring scout units should not open the envelopes containing the price information until the completion of technical assessment.
- C. When determining the relative weightings for technical and price assessments, procuring scout units should normally adopt a 30%-40% weighting for technical score, as against a weighting of 60%-70% for price score. Procuring scout units should note that a higher technical weighting would not necessarily ensure a higher quality of the service / product to be delivered by the successful supplier. The setting of relevant mandatory requirements and passing marks under the marking scheme would instead guarantee that only those capable contractors with quality proposals would be awarded with the contracts. For consultancy services, a 70%-80% weighting for technical score, as against a weighting of 20%-30%, could be adopted to reflect the need for able consultants firm. Procuring scout units proposing a weighting higher than the above recommended value for technical score should provide full justification in their submissions to relevant tender boards.
- D. Tender assessment panels should apply pre-determined weighting given to the overall technical assessment and the price proposal. In normal circumstances, the contractor with the highest overall score (i.e. the sum of price and technical scores) should be recommended. Where none of the offers received meets all the mandatory requirements, procuring scout units should recommend cancellation of the tender exercise.

E. The following method should be adopted for calculating the overall score in tender evaluation –

Price to technical weighting = 60 : 40

$$60 \times \frac{\text{the lowest tender price}}{\text{among those conforming tenders}} + 40 \times \frac{\text{the technical score}}{\text{the highest technical score among those conforming tenders}}$$

Tender	Tender Price (\$M)	Technical Score	The Overall Score
A	120 (lowest tender price)	65	$60 \times (120 / 120) + 40 \times (65 / 80)$ = 92.50
B	125	75	$60 \times (120 / 125) + 40 \times (75 / 80)$ = 95.10
C	130	80 (highest technical score)	$60 \times (120 / 130) + 40 \times (80 / 80)$ = 95.38

Therefore, C is the winning tender.

Guidelines for Drawing up Tender Specifications

- A. A tender specification is a statement of needs to be satisfied by purchase of external resources, including goods and services. It defines the purchaser's requirements and consequently, what the supplier / contractor is expected to provide. As a rule, tender specifications should meet the basic SAHK procurement principles of transparency, openness and fairness. Tender specifications shall not be prepared, adopted or applied with a view to or with the effect of creating obstacles to trades or to competition amongst the potential tenderers.
- B. When inviting tenders under whichever type of procedures, the procuring scout units shall word tender specifications in easily comprehensible general terms based on the functional and performance characteristics of the products required, and not around the technical data of a certain model of the goods or equipment to be purchased. There shall be no requirement for or reference to a particular trade mark or name, patent, design or type, specific origin, producer or service provider, unless there is no sufficiently precise or intelligible way of describing the procurement requirements and words such as "or equivalent" should be included in the tender documents. Where standards are referred to, the procuring scout units shall use, where practicable, international standards.
- C. When preparing specifications for technical equipment, the procuring scout units shall distinguish mandatory, desirable and optional features and indicate these in the specifications, particularly when these features are to be taken into account in the tender evaluation. Some guidelines for drawing up tender specifications are provided hereunder for general reference.
- D. Tender specifications should have regard to the following –
 - (a) specifications and conditions form the basis for seeking suppliers' / contractors' response and should be easily comprehensible;
 - (b) they form the framework for evaluating the suitability of offers received from tenderers;
 - (c) they should be comprehensive and should contain sufficient information for the tenderers to determine the nature, scope and estimated quantity or value of goods or services required, their characteristics, standards to be met, performance under specified

conditions and other relevant information in order to obtain conforming and competitive bids; and

- (d) consideration should be given, as far as possible and where economically rational, to avoiding single-use disposal items and purchasing products –
- with improved recyclability, high recycled content, reduced packing and greater durability;
 - with greater energy efficiency;
 - utilising clean technology and/or clean fuels;
 - which result in reduced water consumption;
 - which emit fewer irritating or toxic substances during installation or use; or
 - which result in smaller production of toxic substances, or of less toxic substance, upon disposal.
- E. Specifications should be framed in terms that encourage open and fair competition by providing potential tenderers an equal opportunity to develop solutions capable of satisfying the procuring scout units' requirements. It is important that specifications should not include any feature which could be perceived as discriminatory because it is specific to a brand of product, other than for the procurement of proprietary products.
- F. In general, there are four categories of specifications –
- (a) Functional Specifications
- These outline the proposed function or role to be performed by the product in helping the end-user to achieve the desired capability. They focus on what is to be achieved rather than how it is to be done.
- (b) Performance Specifications
- These detail the required performance characteristics and performance parameters by specifying details of operating input or output required, but not the method to achieve them or how the product should be manufactured. For example, the performance specifications for wire may require it to withstand a given temperature, have a designated resistance to abrasion and have a given conductive capability. No mention needs to be made of the material to be used or how the wire is

to be manufactured.

(c) Material Specifications

These state the physical characteristics of the specific materials to be used.

(d) Technical Specifications

These provide a physical description of the items required, such as size, capacity, tolerances and strength. Technical specifications may include detailed plans, designs and technical drawings.

- G. The use of material and / or technical specifications is unavoidable in some supply tenders, particularly where compatibility with existing equipment is required. However, the use of such specifications at the outset might limit the provision of innovative solutions or new technologies or products which suppliers / contractors might be able to offer, and restrict competition. In preparing tender specifications, the procuring scout units should use functional and performance specifications, supplementing them by a material or technical specification only if absolutely necessary. Where dimensions or other measurable characteristics are critical to performance, a permitted range rather than a fixed dimension should be used wherever possible.
- H. Whilst specifications need to be comprehensive, it is important to guard against over-prescribing requirements. Over-prescription reduces the scope for innovative responses and may exclude altogether some suppliers who would be capable of meeting the performance levels required. It may also require products to be custom designed at additional cost rather than making use of goods available in the market. In drawing up specifications, particularly for critical or high-value products, procuring scout units should follow the following steps –
- (a) research the market for likely sources of supply and other relevant information on current product features and technological trends. This might occasionally involve the team of purchaser and end-user discussing with suppliers how particular functional and performance requirements can be best met;
 - (b) use functional and performance characteristics in the specifications, with a distinction drawn between mandatory and desirable features. Mandatory requirement is defined as a feature which is so essential to the acceptability of the product that the procuring scout unit would not

wish to proceed to purchase the product if the feature could not be provided;

- (c) where procuring scout units consider it appropriate to allow tenderers to make alternative proposals which could better meet their requirements, they should include in the tender documents a standard clause that alternative proposals will be considered by SAHK and may be offered; and
 - (d) determine the evaluation criteria before inviting tenders and include an outline of the evaluation criteria in the tender documents to assist tenderers in preparing their tenders. Where procuring scout units consider it necessary to evaluate the technical and price aspects of tenders separately, including the use of a marking scheme, they should follow guidelines set out in **Annex 4** and adopt a two-envelope approach where appropriate.
- I. Apart from product specifications, procuring scout units, in drawing up the terms and conditions for inclusion in tender documents, should have special regard to the following –
- (a) Duration of contract
Market conditions should be taken into account in determining the length of the contract. Where market developments are characterized by the presence of a large number of suppliers and rapid technological improvements, it may be appropriate to make short-term contracts, or to include break clauses, to give flexibility to take advantage of favorable trends and avoid being committed to products that may become obsolete quickly. On the other hand, when the barriers to exit from the market are high for a supplier, such as the requirement to invest substantially in capital assets, the procuring scout unit should consider letting a long-term contract in order to generate more interest among potential suppliers and to enable them to offer more competitive prices.
 - (b) Services after sales / completion of works
Sometimes, after-sale services and maintenance will be required for purchases (e.g. computer hardwares) and capital works (e.g. air-conditioning facilities). Where these services are needed, they should be included in the specifications.

(c) Price adjustment

A price adjustment clause may be used where material costs or other major determinants of market prices are prone to rapid and substantial fluctuation. For contracts of a duration of one year or less, it is usually not necessary to provide for a price adjustment.

(d) Payment schedule

Where applicable, milestone payments related to performance targets should be used. A contract may be divided into several stages and payment be made after the completion of a particular stage.

(e) Operation and Maintenance Manuals

Provisions of operation and maintenance manuals shall be included in the specifications where these are necessary.

(f) As-built records

For capital works projects, provision of as-built drawings and records must be included in the specifications of works tenders and / or consultancy agreements.



An Outline of Terms and Conditions on Scout Properties

Scout properties refer generally to those land and premises held by the Scout Association of Hong Kong. The property documents, mainly in the form of land grant and tenancy agreement issued by Government, tenancy agreement by Housing Authority, and deed of assignment etc, should all be executed by the Association. The subject unit and/or the respective management body should thoroughly understand and undertake to obey all the terms and conditions before the Association completes the signatory. In fact, the terms and conditions of every property vary from each other. Generally speaking, they can be summed up in the following aspects:

- (1) The property document clearly designates the lease term and period, and property boundaries annotated with a plan indicating the area, partitioning, users' constraints on specific locations and permitted uses;
- (2) Rentals are usually charged at a concessionary or nominal rate while the rates, repair & maintenance charges, capital improvements, and other expenses and fees related to the property shall be borne by the respective unit;
- (3) Without the prior consent from the Association, the Government and respective authorities, the property or any part thereof cannot be used or permitted or suffered to be used for any purpose other than the approved usage. For example, the property cannot be used as sleeping quarters or domestic premises, or to allow any person to remain in the premises overnight without prior consent;
- (4) The property or any part thereof cannot be assigned, underlet or disposed of its possession;
- (5) The property should be maintained in a good and tenable condition including its land, building structure, building services, e.g. ventilation, fire services, waterworks and electrical installations, security system, drainage, road, car parking spaces, slope, retaining wall, pier etc. For property with sea, foreshore and waterworks in the proximity, the statutory requirements on pollution prevention shall be observed and fulfilled;
- (6) During the lease term, the subject unit should hold relevant licences in connection with the activity carried out in the property and fulfil Buildings Ordinance, Regulations and other statutory requirements etc, e.g. Hotel and Guesthouse Accommodation Ordinance and Deed of Mutual Covenant. Related insurance coverage should be adequately provided;
- (7) The subject unit shall observe carefully the constraints drawn up in the property title document on the development of the property. For any development plan proposed involving demolition, construction, addition and/or alteration of buildings and structures, prior consent should be sought from the Association, the Government and respective authorities. Also Buildings Ordinance, Regulations and other statutory requirements etc should be complied with;
- (8) Except with prior consent, the land and slope etc adjoining the property cannot be cut away, removed or set back. For trees and other landscape, their treatment should follow strict regulations;
- (9) On the termination or expiration of the lease or tenancy, the subject unit should deliver up vacant possession of the property together with completed reinstatement of the building structures, fixtures and fittings etc back to the original state of accommodation; and
- (10) If the unit breaches the terms and condition or it is due to other reasons, the Government and respective authorities have full power to terminate the lease or tenancy and resume, re-enter upon and retake possession of all or any part of the property with no compensation.

When handling the affairs regarding the property, the subject unit or the respective management body should have the obligation to comply and fulfil all the requirements as stipulated in the property title document and relevant legislation. When there are any uncertainties, it is necessary to consult the respective Estate/Management Committee of the Region/Campsite etc. Whenever appropriate, advice from the Association, legal practitioner and/or relevant professional has to be sought to secure the benefits of the Association.

LI Yuk-shing
Assistant Chief Commissioner (Estate)



香港童軍總會

產業署

電話：2957 6388 傳真：2302 1006

Annex 6
To Technical Note

產業通告第 01/2007 號
2007 年 8 月 15 日

童軍物業條款之概要

童軍物業泛指一切由香港童軍總會持有的土地、樓宇及處所。物業的契約大致分為：政府批地契約及租約、房屋署租約、及屋契等，全部均須由總會簽署。在簽署之前，有關童軍單位及／或其管理機關須確切明白及承諾遵守有關物業的所有條款。實際上每個物業的性質獨特而其條款細節亦各有不同，但一般而言，該些條款大致歸納為以下範疇：

- (1) 每份契約均特定物業的年期及限期、及物業的範圍和准許用途。一般附夾一份圖則詳列有關面積、間隔及特定範圍於使用時的限制等；
- (2) 租金通常以特惠或象徵式收取，而有關差餉、維修保養、大型改善及其他與物業相關的支出及費用，須由有關單位承擔；
- (3) 除非獲本會、政府及有關管理當局的批准，物業之指定用途不容更改。例如未獲批准時，物業不可用作宿舍、住宅或留宿；
- (4) 物業之任何部分不得轉讓、分租或放棄使用；
- (5) 物業須保持良好及達至合理使用之水平，包括其土地、樓宇結構、屋宇設備如通風、消防、水務、電力等裝置、保安設施、渠道、道路、停車場、斜坡、護土牆、碼頭等。如物業鄰近海灘及水務設施，須特別注意及遵守有關防止污染之法定要求；
- (6) 於使用期間，有關單位須備妥物業的各项營運所需之牌照及符合有關建築物條例、規例及其他法定要求等，如旅館業條例及大廈公契等。而物業相關的保險亦須完備；
- (7) 有關單位須特別注意契約上訂明有關物業在發展上的限制。當建議之發展計劃涉及拆卸、興建、加建及／或改動任何樓宇建築，事前須獲本會、政府及有關管理當局的批准，同時所有工程須符合現行的建築物條例、規例及其他法定要求等；
- (8) 除獲特別批准外，物業之土地及斜坡等不得開墾，而樹木之處理亦受嚴格的規範；
- (9) 在契約終止或期滿時，有關單位須把物業完全騰空及還原各項樓宇結構、固定裝置及裝設等；及
- (10) 如有關單位違反物業之規定或有其他的原因，政府及有關管理當局有權終止有關契約及收回物業或其部分而無須作出賠償。

有關童軍單位及／或其管理機關在處理有關其物業的事務時，須切實履行契約中的各項規定及相關法例。如遇有任何疑問，須向所屬地域／營地之產業／管理委員會等徵詢意見，有需要時亦須徵詢總會、法律顧問及／或專業人士的意見，以保障本會的利益。

助理香港總監（產業）
李 玉 勝



RESTRICTED (TENDER)

CONFLICT OF INTEREST DECLARATION FORM (A)

[For “WITHOUT conflict of interest”]

**Declaration and Undertakings by Officers Involved in Preparing Tender Documentation
including Tender Specifications and Assessing Tenders**

Project No. _____

Project Title: _____

Section IA – “WITHOUT conflict of interest” Declaration:

I hereby declare that there is no conflict of interest, whether actual, potential or perceived, between my official duties to the Scout Association of Hong Kong (hereinafter referred to as “Association”) in relation to the captioned tender exercise, including without limitation those in relation to the preparation of the tender documentation including tender specifications and the assessment of tenders, and my financial, professional, commercial, personal or other interests.

2. I undertake to –

- (a) hold in strict confidence all tender information that I have access to through my official duties to the Association in relation to the captioned tender exercise, including without limitation those in relation to the preparation of the tender documentation including tender specifications and the assessment of tenders. Tender information includes details of tenders received and any other sensitive, restricted or confidential information relating to a tender;
- (b) refrain from making any unauthorized disclosure or taking advantage of any tender information referred to in paragraph 2(a) above whether or not for personal gain;
- (c) declare any actual or perceived conflict of interest with my official duties to the Association in relation to the captioned tender exercise, including without limitation those in relation to the preparation of the tender documentation including tender specifications and the assessment of tenders immediately when I become aware of any such conflict; and
- (d) take steps to avoid any conflict of interest with any prospective tenderer or tenderer by not putting myself in a position of obligation towards any of them; for example, by not accepting any favour or lavish or excessive entertainment, and not over-socialising with any of them.

3. The undertakings in paragraphs 2(a) and (b) above shall not apply :

- (a) if and when the disclosure and information therein referred to becomes a matter of public knowledge (other than by reason of a breach of paragraphs 2(a) and (b) above); or
- (b) to any communications or disclosures caused or permitted by me to colleagues in the Association who are or are expected to be involved in the course of their official duties in the captioned tender exercise or parts thereof.

4. I understand that I may be subject to disciplinary action should I make a false declaration or fail

to observe any of my above undertakings.

Signed	:	_____
Name (block letter)	:	_____
Rank	:	_____
Date	:	_____

**Section IIA – Confirmation of receipt of “WITHOUT conflict of interest”
declaration:**

It is noted that there is no conflict of interest as declared by the above officer.

Signed	:	_____
Name (block letter)	:	_____
Rank	:	ACSE(_____)
Date	:	_____

RESTRICTED (TENDER)

CONFLICT OF INTEREST DECLARATION FORM (B)

[For “WITH conflict of interest”]

**Declaration and Undertakings by Officers Involved in Preparing Tender Documentation
including Tender Specifications and Assessing Tenders**

Project No. _____

Project Title: _____

Section IB – “WITH conflict of interest” Declaration:

I hereby declare that there is a conflict of interest (whether actual, potential or perceived) arising between my official duties and my private interests in the preparation of tender documentation including tender specifications and the assessment of tenders for the above Agreement, with details as given below:-

2. Notwithstanding the conflict of interest as declared above, I undertake to –
 - (a) hold in strict confidence all tender information that I have access to through my official duties to the Scout Association of Hong Kong (hereinafter referred to as “Association”) in relation to the captioned tender exercise, including without limitation those in relation to the preparation of the tender documentation including tender specifications and the assessment of tenders. Tender information includes details of tenders received and any other sensitive, restricted or confidential information relating to a tender;
 - (b) refrain from making any unauthorized disclosure or taking advantage of any tender information referred to in paragraph 2(a) above whether or not for personal gain;
 - (c) declare any actual or perceived conflict of interest with my official duties to the Association in relation to the captioned tender exercise, including without limitation those in relation to the preparation of the tender documentation including tender specifications and the assessment of tenders immediately when I become aware of any such conflict; and
 - (d) take steps to avoid any conflict of interest with any prospective tenderer or tenderer by not putting myself in a position of obligation towards any of them; for example, by not accepting any favour or lavish or excessive entertainment, and not over-socialising with any of them.
3. The undertakings in paragraphs 2(a) and (b) above shall not apply :
 - (a) if and when the disclosure and information therein referred to becomes a matter of public knowledge (other than by reason of a breach of paragraphs 2(a) and (b) above); or
 - (b) to any communications or disclosures caused or permitted by me to colleagues in the Association who are or are expected to be involved in the course of their official duties in the

captioned tender exercise or parts thereof.

4. I understand that I may be subject to disciplinary action should I make a false declaration or fail to observe any of my above undertakings.

Signed : _____
Name (block letter) : _____
Rank : _____
Date : _____

Section IIB – Confirmation of receipt of “WITH conflict of interest” declaration:

It is noted that a conflict of interest (whether actual, potential or perceived) exists as declared by the above officer and *the officer has been instructed to cease any further involvement in the tendering exercise of the captioned Agreement with immediate effect. / *the following remedial action has been taken:- / *no remedial action has been taken as it is considered that the above officer’s official duties will not be affected due to the following reasons:-

* Delete as appropriate

Signed : _____
Name (block letter) : _____
Rank : CSE
Date : _____

**Declaration Form by Contractor
on their Compliance with the Ethical Commitments Requirements**

(This form is to be submitted by the Contractor upon submission of tender, commencement of the Contract and thereafter at quarterly intervals)

To: *Employer's Representative (SAHK) / Consultants for the Contract

Contract No.:

Title:

We confirm that we have complied with the following provisions and have ensured that our directors, employees, agents and sub-contractors are aware of the following provisions:

- (a) Prohibiting our directors, employees, agents and sub-contractors who are involved in this Contract from offering, soliciting or accepting any advantage as defined in section 2 of the Prevention of Bribery Ordinance, Cap 201 when conducting business in connection with this Contract;
- (b) Requiring our directors, employees, agents and sub-contractors who are involved in this Contract to declare in writing to us any conflict or potential conflict between their personal/financial interests and their duties in connection with this Contract. In the event that a conflict or potential conflict is disclosed, we will take such reasonable measures as are necessary to mitigate as far as possible or remove the conflict or potential conflict so disclosed;
- (c) Prohibiting our directors and employees who are involved in this Contract from engaging in any work or employment other than in the performance of this Contract, with or without remuneration, which could create or potentially give rise to a conflict between their personal/financial interests and their duties in connection with this Contract and requiring our sub-contractors to do the same;
- (d) Taking all measures as necessary to protect any confidential/privileged information or data entrusted to us by or on behalf of the Employer from being divulged to a third party other than those allowed in this Contract.

(Name of the Contractor)
(Name of the Signatory)
(Position of the Signatory)
(Date)

* Delete as appropriate

**Sample Declaration Form by Consultants
on Compliance with the Conflict of Interest Avoidance
and Debarring Requirements**

**(This form is to be submitted by the Consultants upon submission of tender,
commencement of the Services and thereafter at quarterly intervals)**

To: Employer's Representative (SAHK)

Agreement No.:

Title:

We confirm and declare that we have taken action to ensure that our associated companies, associates or associated persons, sub-consultants, employees and agents are aware of the provisions therein stipulated including the following:

- (a) our associated companies, associates or associated persons or any of our sub-consultants shall not, during the term of this Agreement and for [6] months thereafter, undertake any services, tasks or jobs or do anything whatsoever for or on behalf of third party (other than in the proper performance of this Agreement), which touches, concerns or affects the Services or which may reasonably be seen to touch, concern or affect the Services, except with the prior written approval of the Employer's Representative;
- (b) our associated companies, associates or associated persons, and any of our sub-consultants shall not,
 - (i) undertake or compete for the role of a contractor or supplier or otherwise be involved as a shareholder of the contractor or supplier, in a subsequent procurement of any services and/or goods arising out of or relating to this Agreement;
 - (ii) undertake any services for a contractor (including acting as a sub-contractor) or supplier in respect of a contract between that contractor or supplier and the Employer for which we are providing a service arising out of or relating to this Agreement;
 - (iii) undertake any services for, including without limitation provision of advice to, a bidder bidding for a contract arising out of or relating to this Agreement,

except with the prior written approval of the Employer;

- (c) we are under an obligation to render advice or recommendations pursuant to this Agreement to the Employer on an impartial basis without giving favour to any particular product, services or equipment in which we have a commercial interest. We also have an obligation to notify the Employer immediately and in writing and keep the Employer notified of any actual, apparent, potential or perceived conflict we or our associated companies, associates or associated persons or any of our sub-consultants may have in, or any association or connection we or the aforesaid persons may have with, any of the services, products or equipment proposed or recommended by us under this Agreement. Each and every one of our directors, employees, agents and sub-consultants who are involved in this Agreement have given a binding undertaking to observe the aforesaid;
- (d) our directors, employees, agents and sub-consultants who are involved in the Agreement are required to declare in writing to us and keep us informed regularly any actual, apparent, or potential or perceived conflict between their personal/financial interests and their duties in connection with this Agreement, including all or any facts which may reasonably be considered to give rise to a situation which the financial interests of such persons, conflict or compete, or may conflict or compete, with our duties to the Employer under this Agreement. In the event that such conflict is disclosed in a declaration, we are under an obligation to forthwith take such reasonable measures as are necessary to mitigate as far as possible or remove the conflict so disclosed; and
- (e) our directors and employees who are involved in the Agreement are prohibited from engaging in any work or employment other than in the performance of this Agreement, with or without remuneration, which could create or potentially give rise to any actual, apparent, potential or perceived conflict between their personal/financial interests and their duties in connection with the Agreement. Our agents and sub-consultants are required to impose similar restriction on their directors and employees by way of a contractual provision.

(Name of the Consultants)	
(Name of the Signatory)	
(Position of the Signatory)	
(Date)	

**Declaration Form by Consultants
on their Compliance with the Ethical Commitments Requirements**

(This form is to be submitted by the Consultants upon submission of tender, commencement of the Services and thereafter at quarterly intervals)

To: Employer's Representative (SAHK)

Agreement No.:

Title:

(1) We confirm that we have complied with the following provisions and have ensured that our directors, employees, agents and sub-consultants are aware of the following provisions:

- (a) Prohibiting our directors, employees, agents and sub-consultants who are involved in this Agreement from offering, soliciting or accepting any advantage as defined in section 2 of the Prevention of Bribery Ordinance, Cap 201 when conducting business in connection with this Agreement;
- (b) Taking all measures as necessary to protect any confidential/ privileged information or data entrusted to us by or on behalf of the Employer from being divulged to a third party other than those allowed in this Agreement.

(2) We further confirm that we have ensured that our accountants, insurers and legal advisers are aware of the provisions requiring us taking all measures as necessary to protect any confidential/privileged information or data entrusted to us by or on behalf of the Employer from being divulged to a third party other than those allowed in this Agreement.

(Name of the Consultants)
(Name of the Signatory)
(Position of the Signatory)
(Date)

Guidelines for Tender and Contract Negotiations

Persons authorized to conduct negotiations with tenderers and contractors shall observe the following guidelines when preparing for and conducting negotiations with tenderers and contractors –

- (a) Be clear about what is intended to be achieved from the negotiation. For example, this can be a reduction of tender price, a change to the payment terms, removal of a counter-proposal (e.g. restriction of liability) from the tenderer or adjustment to the price for additional requirements of items or service.
- (b) Draw up a checklist of the items to be discussed. The tenderers and contractors participating in the negotiations may be given a copy of this checklist so that they know what to discuss and bring the right people to the meeting.
- (c) Determine what the baseline for negotiation should be and seek prior clearance as necessary.
- (d) Consider what fall back positions SAHK would need to adopt in case the negotiation fell through and plan ahead, for example, by considering the need to extend the existing contract period, cancel the tender exercise, re-tender the contract, etc.
- (e) Keep the negotiation team small and limit the number of staff to those who are absolutely essential. There is no need to match the other party in numbers.
- (i) Hold a pre-meeting so that members of SAHK negotiating team familiarize themselves with the ground rules and the relative strengths and weaknesses of the parties to the negotiation.
- (j) Do not reveal to tenderers and contractors participating in negotiations SAHK's baseline unless a deadlock persists after repeated rounds of negotiations and the negotiating team is satisfied that its disclosure is necessary.
- (k) Do not give tenderers and contractors participating in negotiations conditional treatment based on linking past or future procurements, except for those already indicated in the tender document.
- (l) Do not reveal to tenderers and contractors participating in negotiations information about other tenderers' prices or technical proposals.

Standard Tender Report Format

(Note: Responsible Commissioner/Professional Scouter may provide additional information in the tender report having regard to individual circumstances of their tenders and / or delete those part(s) in this tender report format which is / are not applicable to their tenders.)

RESTRICTED (TENDER)

MEMO

From : Budget Holder / Head of Procuring Scout Unit / Project in-charge / Tender Assessment Panel

To: Chairman , _____ Tender Board

Contract Title: _____

Tender /Contract No: _____

A. Type, Duration and Estimate of Contract

Example: This is a 3 -year service contract at an estimated value of HK\$_____ million including provision of HK\$_____for price fluctuation adjustment.

B. Brief Description of Contract

- (a) Give a brief description of the scope of works and location of the project.
- (b) State the importance and sensitivity of the contract and any special tendering and contract requirements which have affected the tender recommendation, if applicable.
- (c) Highlight the major changes in tender requirements and specifications as compared with the previous tender exercise, if applicable, and provided reasons for such changes.
- (d) Provide details of any observations / comments made by the tender board in the previous tender exercise, if applicable, and state how such observations / comments have been addressed.

C. Authority to Invite Tenders

- (a) For prequalified or single tendering, provide a summary of reasons and quote the approving authority.
- (b) For selective tendering, quote the shortlist and the approval by appropriate authority.

D. Details of Invitation

- (a) Date(s) and mode(s) (e.g. mail, internet and newspaper, etc.) of tender invitation.
- (b) The number of invitations issued.
- (c) Closing date (original and extended, where applicable) for receipt of tenders.
- (d) Date of expiry of validity, and the reasons for and date of expiry of extended validity, if any.
- (e) Expiry date of patent, if there is a patent.
- (f) Reasons for delay in submitting the tender recommendation, if applicable.

E. Details of Tenders

- (a) State the number of tenders received and withdrawn, if any. If only one or very few tenders have been received, state whether pre-tender market research has been conducted and state the estimated number of potential suppliers or contractors.
- (b) List the tenderers in the form of a comparative statement showing the tender sums quoted by each of the respective tenderers, starting with the lowest for procurement tender, discrepancies in tenders, etc. This may be supplemented by an enclosure if necessary. If there are corrections to the tender sums, provide details and attach copies of tenderers' letters confirming their willingness to abide by the rates inserted in the tender and corrected extensions / tender sum for re-measurement contract or to abide by the tender sum inserted in the Form of Tender for lump sum contract, as the case may be. List the tenders according to the corrected tender sums alongside the original tender sums.
- (c) If the tender sums are very close and there are considerable differences in

the pricing of individual items or when tenders warranting closer examination are considered “front-loaded”, state the outcome of discounted cash flow analysis and the effects of net present values of the tender sums on the position of the recommended tenderers. If there are reasons for not conducting the present value calculation, state these reasons.

- (d) Identify items that are obviously and substantially over or under-priced or not priced at all and where changes in the quantity of work required under such items would materially affect the final contract price.

F. Tender Evaluation

- (a) State the composition of the Tender Assessment Panel.
- (b) State the evaluation criteria under the terms of tender, and provide details of the approved marking scheme, if applicable.
- (c) Provide details of each of the tender evaluation. Give details on non-compliance with tender requirements and specifications. This may supplement by an enclosure, if necessary.
- (d) Confirm that post-tender closing contacts /clarifications with tenderer(s), if any, were conducted in accordance with the relevant tender terms and procedures in the Technical Note on Tendering and Management of Capital Works Projects.
- (e) Provide details and results of any negotiations with tenderer(s) if prior approval to conduct tender negotiations has been obtained from the appropriate authority.
- (f) State any deviations from the Guidance Notes on Finance Matters and the procedures in the Technical Note on Tendering and Management of Capital Works Projects, with justifications

G. Recommendation

- (a) State the recommendation on the tender to be accepted.
- (b) Provide detailed reasons for not recommending acceptance of the lowest conforming tender, or the tender of the highest overall scorer when a marking scheme is used for tender assessment.
- (c) Confirm that the tender recommended for acceptance complies with the tender terms, conditions and specifications. If not, state where the tender

fails to comply and justify why the recommended tender is still considered suitable.

- (d) Confirm that the recommended tenderer is suitable to perform the contract, making reference to the performance track records where available. If the recommendation is a controversial one, e.g. if a recommendation is made against the advice of consultants or if the lowest conforming tender or highest overall scorer as appropriate is not recommended for acceptance, Budget Holder may wish to comment on the suitability of other tenderers whose tenders are nearest to the one being recommended so that the Tender Board may be able to decide on the acceptance.
- (e) State any other special circumstances or important assumptions / considerations governing the recommendation. Also state any complaint(s) received relevant to the tender exercise and how such complaint (s) has / have been handled.
- (f) State whether the recommended tenderer is considered financially capable to perform the contract. State also if the tenderer is required to pay a contract deposit or performance bond.
- (g) If tenders are invited from contractors on approved list(s) of concerned department(s) of the Government of HKSAR, confirm that the recommended tenderer is not suspended from tendering.
- (h) For cancellation of tender exercise (i.e. not recommending acceptance of any of the received tenders), state the reasons, the way forward and where applicable the legal advice obtained.

H. Comparison with the Pre-tender Estimate and Similar Contracts

- (a) State the following sums and compare the recommended tender sum with the sum allowed for the contract and the pre-tender estimate. Explain the reasons for difference of +/-10% and above, where applicable –
 - Recommended tender sum
 - Sum approved for this contract (month / year of approval)
 - Pre -tender estimate (month / year of preparation)
- (b) Explain the basis on which the pre-tender estimate is drawn up.
- (c) Compare the recommended tender sum / rates with the pre-tender estimate and those in similar contracts (month / year of award), and explain

the difference, where applicable. If a price comparison cannot be made, this should be stated and explained.

- (d) Compare the recommended tender sum with the second and third lowest tenders / highest combined scorers.
- (e) Confirm with analysis that the recommended tender sum is fair and reasonable, and explain why it is considered realistic to accept the tender if its tender sum / rate(s) is significantly higher or lower than the pre-tender estimate or the sum approved for the contract.

I. Availability of Funds

Confirm that funds are available. If the tender sum is greater than the sum approved for the contract, state whether additional fund has been sought and when it will be available.

J. Declaration of Interest

- (a) Confirm whether officers involved in preparing tender documentation (including tender specifications and marking schemes) and assessing tenders have declared their interest, and state ,where conflict of interest (actual, potential or perceived) has been identified, what remedial action has been made.
- (b) Confirm whether the recommended tenderer has declared in respect of conflict of interest.

K. Name and Telephone Number of Contact Officer

Nominate a representative of the procuring scout unit to answer questions from the Tender Board or attend Board meetings for this item, if necessary. The telephone numbers of the nominated representative should be provided.

()

Signed by Budget Holder ^{Notes}

Notes

1. *Where tender assessment is conducted by consultants, the tender report shall be signed by the consultants and countersigned by Budget Holder.*
2. *Where the project is funded by the capital works budget of Estate Branch, the tender report shall be signed by the head of the procuring scout unit.*
3. *Where Budget Holder for the project is the Chief Commissioner, the tender report shall be signed by the Project In-charge.*
4. *Tender Assessment Panel members need not to sign the tender report.*

香 港 童 軍 總 會

工程視察紀錄表

單位名稱		工程負責人 (姓名及職位)	
工程名稱			
工程編號			
出席人士(姓名及職位)		視察日期	
工程顧問：			
承建商：			
香港童軍總會：			

視察詳情 *

進度：

預計及實際工期比較：

施工質素：

其他：

<u>跟進事項</u> *	執行者	同意完成日期

* (如不敷使用，請另紙填寫。)

紀錄人姓名		職位	
紀錄人簽署		日期	
工程負責人副署		日期	

副本交：(1) 童軍單位負責人

(2) 產業執行幹事

(3) 其他人士: _____

香港童軍總會
工程完成的用家意見
承建商表現評級

工程編號： _____
檔案編號： _____

工程名稱	
承建商名稱	

動工日期		完工日期 (合約完工日期)	
工程費用		完工日期 (實際完工日期)	

項 目	評 級					N/A (不適用)
	A (非常好)	B (好)	C (滿意)	D (可接受)	E (不滿意)	
1. 達到單位要求						
2. 工程質素						
3. 時間控制						
4. 解決問題回應時間						
5. 解決問題能力及經驗						
6. 人員及其監督質素						
7. 文件處理						
8. 合約管理						
9. 與單位溝通及關係						
整體評級 (註)：						
推薦日後選用 (註)：	推薦 / 不推薦					
不推薦日後選用的理由 (如不敷使用，另紙填寫)						
其他意見：						

註：填表人如予以整體評級為 D 級「可接受」，可自行決定是否把推薦日後選用一欄留空

童軍單位/工程負責人 姓名		職位	
日期			

副本交：(1) 童軍單位/工程負責人(請刪去不適用者)
(2) 發展及工程小組委員會(經產業署)
(3) 其他人士: _____

香港童軍總會
工程完成的用家意見
工程顧問表現評級

工程編號： _____
檔案編號： _____

工程名稱	
工程顧問名稱	

動工日期		完工日期 (合約完工日期)	
工程費用		完工日期 (實際完工日期)	

項 目	評 級					N/A (不適用)
	A (非常好)	B (好)	C (滿意)	D (可接受)	E (不滿意)	
1. 達到單位要求						
2. 工程質素						
3. 時間控制						
4. 解決問題回應時間						
5. 解決問題能力及經驗						
6. 人員及其監督質素						
7. 文件處理						
8. 合約管理						
9. 與單位溝通及關係						
整體評級 (註)：						
推薦日後選用 (註)：	推薦 / 不推薦					
不推薦日後選用的理由 (如不敷使用，另紙填寫)						
其他意見：						

註：填表人如予以整體評級為 D 級「可接受」，可自行決定是否把推薦日後選用一欄留空

童軍單位/工程負責人 姓名		職位	
日期			

- 副本交：(1) 童軍單位/工程負責人 (請刪去不適用者)
(2) 發展及工程小組委員會 (經產業署)
(3) 其他人士: _____

RESTRICTED (TENDER)

Ref.
 (Date)
 (Contractor)
 (Address)

Dear Sirs,

Contract No. :
 Title : Building / Fitting-out / Repairs * Works for

Scout Association of Hong Kong has the pleasure in inviting you to submit a sealed tender in duplicate for the above Contract. The tender documents are enclosed herewith and consist of the following:

- (a) One copy of booklet containing:
 - (i) Terms of Tender,
 - (ii) *Conditions of Contract,
 - (iii) Form of Tender,
 - (iv) Specification,
 - (v) *Particular Specification,
 - (vi) Schedule of Rates,
 - (vii) *Schedule of Materials and Equipment, and
 - (viii) Summary of Tender,
- (b) One duplicate copy of the Form of Tender,
- (c) One set of location plans as listed in Specification Clause.....,
- (d) One set of drawings as listed in Specification Clause, and
- (e) One copy of declaration form.

Your tender shall be completed in accordance with the Terms of Tender and the envelope shall be marked "Restricted (TENDER)" on the outside of the envelope with the respective subject of the proposal/contract, Contract No., project title, and deposited in the tender box at 10/F of Hong Kong Scout Centre, Scout Path, Austin Road, Kowloon (which will be opened for tender deposition between 9:00 a.m. to 6:00 p.m. from Monday to Saturday except public holidays), before 12:00 noon on (XXXday),.....(Date) . Late tender will not be accepted and will be returned to the tenderers without opening the envelopes.

In the event of a tropical cyclone warning signal No. 8 or above or a black rainstorm warning signal is in force 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 first working day after the tropical cyclone warning signal No. 8 is lowered or the black rainstorm warning signal has ceased to be in effect.

This Association does not bind itself to accept any tender irrespective of whether the tender is the lowest bid * or, where the assessment of the tenders is based on a marking scheme, the tender has the highest overall mark. This Association also reserves the right to negotiate with any tenderer about the terms of the offer. Please acknowledge receipt of this letter.

Yours faithfully,

(Name)
 (Post of Project In-charge / Head of Procuring Scout Unit)

* delete where inapplicable/inappropriate

[Revision: June 2016]



香港童軍總會

招標書面報告

小型工程總包合約估價為不多於 **HK\$50,000.00**

項目名稱	:		
工程地點	:		
工程類型	:	☐ 裝修工程，請列明： _____ _____ ☐ 維修保養工程(新結構工程除外)，請列明： _____ _____ ☐ 其他，請列明： _____ _____	
招標日期 [TN 5.2]	:	____/____/20____(日日/月月/年年) 根據香港童軍總會財務指引第11章第11.4節第(ii)條： - ☐ 總包合約估價不多於HK\$5,000.00, 需要獲取 <u>最少兩份口頭報價協議書</u> ☐ 總包合約估價介乎HK\$5,001.00至HK\$50,000.00之間，需要 <u>發出最少三份報價邀請</u>	
截標日期	:		
回標概要	:	投標公司名稱	投標價格 (HK\$)



**Scout Association of Hong Kong
Tender Report
For Minor Works of Cost Not Exceeding HK\$50,000.00**

Project Title	:																
Location of the Works	:																
Types of the Works	:	☐ Fitting-out works, please specify : ☐ Repair and Maintenance Works (without new installation), please specify: ☐ Others, please specify: 															
Tender Invitation Date [TN 5.2]	:	____/ ____/ 20____(DD/MM/YY) In accordance with Clause No. 11.4 (ii) of Section 11 of the Guidance Notes on Finance Matters, it is required to obtain: - ☐ <u>At least 2 verbal quotations obtained</u> for estimated cost not exceeding HK\$5,000.00 ☐ <u>At least 3 written quotations invited</u> for estimated cost from HK\$5,001.00 to not exceeding HK\$50,000.00															
Tender Closing Date	:																
Tenders Received	:	<table border="1"> <thead> <tr> <th>Name of Tenderer</th> <th>Tender Price (HK\$)</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>	Name of Tenderer	Tender Price (HK\$)													
Name of Tenderer	Tender Price (HK\$)																



Scout Association of Hong Kong
Tender Report
For Minor Works of Cost Not Exceeding HK\$50,000.00

Source of fund : [TN 2.2]	☐ HK\$_____absorbed in unit's own approved budget; ☐ HK\$_____approved in the budget of _____ _____
Declaration of Interest : [TN 5.3.1]	Declaration Forms as appended in [Appendix I]: ☐ Have declared and no conflict of interest; ☐ Conflict of interest - actual* / potential* / perceived* has been identified with the remedial action has been made. (* delete as appropriate)
Tender Recommendation : [TN 6.9.1]	I recommend: ☐ to award to the lowest conforming tender, _____ at a lump sum of HK\$_____ under the written agreement on scope / requirements of works and quotations as per TN 3.4.2.16 at [Appendix II]. ☐ not to accept any tender# (Reasons refer to [Appendix III]). Signature : _____ Name : _____ <i><Budget Holder></i> Capacity : _____ Date : _____

This recommendation shall only be endorsed by Capital Works Tender Board

cc: Estate Branch

BY FAX & BY HAND

Our Ref.: <To be inserted by Procuring scout unit>

<Date>

<Name of Contractor & Address>

(Attn: <XXXX>)

Dear Mr/Ms <XXXX>,

Building / Fitting-out / Repairs * Works <Project Title> for
<Address>

Letter of Acceptance

Scout Association of Hong Kong ('SAHK') is pleased to inform you that your tender for the captioned Works is accepted based on the following terms and conditions:

- 1) The Contract Sum shall be at a lump sum fixed price of Hong Kong Dollars XXXXXXXXXXXX only (HK\$XXX,XXX).
- 2) The Date for Possession and Date for Completion of the Works shall be <date> (XXXXday) and <date> (XXXXday) respectively.
- 3) * You are required to submit, before commencement of the Works, a certified true copy of the third party insurance policy or a certificate of insurance together with a copy of the receipt of premium payment in the joint names of your Company and Scout Association of Hong Kong covering the captioned Works.
- 4) The tender documents, your tender and this Letter of Acceptance shall constitute a binding contract between SAHK and your Company.

A kick off meeting will be held on <date> (XXXXday) at XX:XX (am / pm) in <venue>. Please confirm by <date> the names of your representatives who are to attend the meeting.

Yours faithfully,

<Name >

<Post of Budget Holder / Head of Procuring Scout Unit>

Encl.

* delete as appropriate