

**THE GOVERNMENT OF
THE HONG KONG SPECIAL ADMINISTRATIVE REGION**

[INSERT PROCURING DEPARTMENT]

CONTRACT NO. [INSERT CONTRACT NO.]

[INSERT CONTRACT TITLE]

CONTRACT DATA PART ONE

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CONTRACT DATA

Part one - Data provided by the *Client*

- 1 General
- The *conditions of contract* are the core clauses and the clauses for main Option **[Insert selected main Option]** and secondary Options **[Insert selected secondary Options (commonly used secondary Options include X1, X5, X7, X14, X16, X20)]** and Z of the NEC4 Engineering and Construction Contract (Month YYYY)¹ published by Thomas Telford Limited (NEC4 ECC), as amended or supplemented by the Schedule to the Articles of Agreement, and include the *additional conditions of contract*.
 - The *works* are **[Insert brief description of the works]** as more particularly described in the General Particulars Clause **[Insert appropriate clause reference]** under the Scope.
 - The *Client* is the Government of the Hong Kong Special Administrative Region.
 - The *Project Manager** is
[Insert post of public officer and government department, or post of consultant's staff, project consultant's name on behalf of "state project consultant's name" and state associated consultancy agreement number and title as appropriate]
Address: **[Insert address]**
 - The *Supervisor** is
[Insert post(s) of public officer(s) and government department, or post(s) of consultant's staff, project consultant's name on behalf of "state project consultant's name" and state associated consultancy agreement number and title, for different parts of the works as appropriate]
Address: **[Insert address]**
 - The *Adjudicator* is the adjudicator in respect of a payment dispute appointed in accordance with SOP Clause 13 set out in Appendix [xx] to the *additional conditions of contract*.
 - The *tribunal* is the arbitrator in accordance with Clause ****G1A/**G1B** of the *additional conditions of contract*.

* Where a person is appointed to be the *Project Manager* or the *Supervisor* or the delegate of either and is described as the holder for the time being of a Public Office, any person for the time being lawfully discharging the functions of that Public Office or any part of such functions and any person appointed to act in or perform the duties of such Public Office or any part of such duties for the time being may carry out the duties and may exercise the powers of the Project Manager or the Supervisor or the delegate of either as the case may be. "Public Office" means an office of emolument under the Government of the Hong Kong Special Administrative Region, whether such office be permanent or temporary.

** Delete as appropriate.

¹ Insert the NEC ECC "edition" together with any latest "amendments" thereto. For example, for NEC4 ECC, insert "June 2017 (with amendments January 2023)", where appropriate.

- The Scope is in the document entitled “Scope” bound with other contract documents.
- The Site Information is in the document entitled “Site Information” bound with other contract documents.
- The *boundaries of the site* are shown on drawing nos. **[Insert appropriate drawing no.]**.
- The *language of the contract* is English.
- The *law of the contract* is the law of the Hong Kong Special Administrative Region.
- The *period for reply* is six weeks for events requiring to obtain confirmation of no objection from the *Client* in accordance with Clause B1 of the *additional conditions of contract*, or three weeks for other events.
- The following matters will be included in the Early Warning Register:
 1. **[Insert the matters]**
 - 2.
 - 3.
 - 4.
 - 5.
 - 6.
 - 7.
 - 8.
 - 9.
 - 10.
- After the first early warning meeting, the intervals for holding later early warning meetings should be no longer than **[1 month – subject to review by Project Office]**.

2 The Contractor's main responsibilities

- The *key dates and conditions* to be met are:

<i>condition</i> to be met	<i>key date</i>

[If the *Client* has identified work which is set to meet a stated *condition* by a *key date*.]

- The *Contractor* prepares forecasts of the total Defined Cost for the whole of the *works* at intervals no longer than **[1 month]**. **[Applicable for Options C and D – subject to review by Project Office]**

3 Time

- The *starting date* is the date which is within **[2 weeks – subject to review by Project Office]** from the Contract Date and as notified by the *Project Manager* after acceptance of tender.

- The *access dates* are:

part of the Site	<i>access date</i>

- The *Contractor* is to submit a first programme for acceptance within **[2 weeks – subject to review by Project Office]** of the Contract Date.
- The *Contractor* submits revised programmes for acceptance at intervals no longer than **[1 month – subject to review by Project Office]**.
- The *completion date* for the whole of the *works* is the date of **[XXX days – subject to review by Project Office]** after the *starting date*.
- The period for the Establishment Works is **[365 days – subject to review by Project Office]**. **[Optional Clause]**
- The period for the Aftercare to Old and Valuable Trees is **[365 days – subject to review by Project Office]**. **[Optional Clause]**

4 Quality management

- The period after the Contract Date within which the *Contractor* is to submit a quality policy statement and quality plan is **[1 month – subject to review by Project Office]**.
- The period between Completion of the whole of the *works* and the *defects date* is **[12 months – subject to review by Project Office]**.
- The *defect correction period* is **[12 weeks – subject to review by Project Office]** except that
- The *defect correction period* for **[XXX]** is **[X weeks – subject to review by Project Office]** **[Optional Clause]**.

5 Payment

- The *currency of the contract* is Hong Kong Dollar.
- The *assessment interval* is **[1 month – subject to review by Project Office]**.

- The *interest rate* is a rate equal to the average of the best lending rates for Hong Kong dollars quoted from time to time by the note-issuing banks plus 1% p.a. For the purposes of this provision, “note-issuing bank” has the same meaning as in the Legal Tender Notes Issue Ordinance (Chapter 65 of the Laws of Hong Kong).

[The following 4 bullet points are applicable to Options C and D. Project Office may refer to the ‘Standardization of calculation on the payment deduction of the Contractor’s “pain share” under NEC target contracts” promulgated by DEVB on 8 December 2020, which is available at the Works Group Intranet Portal under Procurement & Costing > NEC Knowledge Management Platform > Updates and Reminders.]

- The *Contractor’s share percentages* and the *share ranges* are

<u>share range</u>	<u>Contractor’s share percentage</u>
less than or equal to 110%	50%
Greater than 110%	100%

- The first *share assessment date* occurs on the assessment date upon which the Price for Work Done to Date assessed by the *Project Manager* has reached 50% of the *Project Manager’s* forecast of the final Price for Work Done to Date. The subsequent *share assessment dates* fall on the same dates as the assessment dates.

- The *share deduction*

$$= A \times (B - D) / (C - D)$$

where

A: the *Project Manager’s* interim assessment of the *Contractor’s* share of the excess of the *Project Manager’s* forecast of the final Price for Work Done to Date over the *Project Manager’s* forecast of the final total of the Prices on the *share assessment date*.

B: the Price for Work Done to Date before share deduction so certified by the *Project Manager* on the *share assessment date*.

C: the *Project Manager’s* forecast of the final Price for Work Done to Date on the *share assessment date*.

D: the Price for Work Done to Date so certified by the *Project Manager* on the assessment date which occurs immediately before the first *share assessment date*.

[Project Office should amend core clause 50.3 and add a core clause 54.2A per DEVB’s Standard Library accordingly.]

- The *exchange rates* are those published by the Hong Kong Association of Banks based on the selling rate of the relevant currency on the date when the relevant payment is made by the *Contractor*, or the last available selling rate of

the relevant currency if the selling rate on the date of relevant payment is unavailable.

6 Compensation events

- The *value engineering percentage* is 50%.

[Applicable for Options A and B – subject to review by Project Office]

7 Method of measurement

[Optional]

- The *method of measurement* is the Standard Method of Measurement for Civil Engineering Works, 1992 Edition (The Government of the Hong Kong Special Administrative Region) including its Corrigenda Nos. 1/93, 1/94, 1/97, 1/99, 2/99, 1/2000, 2/2001, 3/2001, 1/2007 and 1/2011 and its amendment as follows: [For building and E&M contracts, please amend to suit.]

1) General Preambles of the contract; and

2) Particular Preambles of the contract.

[Applicable for Options B and D – subject to review by Project Office]

8 Liabilities and insurance

[Subject to review by Project Office]

- This contract requires a minimum limit of indemnity for each of the following insurances (please note that the following is not an exhaustive list of insurances to be provided by the *Contractor*):
- The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the *works*, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor* Providing the Works for any one occurrence unlimited for the Period of Insurance is **[HK\$XXX – subject to review by Project Office]**.
- The *Contractor* effects and maintains professional indemnity insurance for a minimum amount as stated in Clause **[F5(1)]** of the *additional conditions of contract*, in respect of the *Contractor's* design, except the Cost Savings Design. Coverage and indemnity are in compliance with Clause **[F5]** of the *additional conditions of contract*. **[Optional Clause]**
- Each of the *Contractor's* Designer and Independent Checking Engineer effects and maintains professional indemnity insurance for a minimum amount as stated in Clause **[F5(2)]** of the *additional conditions of contract*, in respect of the *Contractor's* design, except the Cost Savings Design. Coverage and indemnity are in compliance with Clause **[F5]** of the *additional conditions of contract*. **[Optional Clause]**
- The *Contractor* effects and maintains professional indemnity insurance for a minimum amount as notified by the *Client* to the *Contractor* in accordance with Clause **[F6(1)]** of the *additional conditions of contract*, in respect of the Cost Savings Design. Coverage and indemnity are in compliance with Clause **[F6]** of the *additional conditions of contract*. **[Optional Clause]**
- Each of the *Contractor's* Designer and Independent Checking Engineer effects and maintains professional indemnity insurance for a minimum amount as

notified by the *Client* to the *Contractor* in accordance with Clause **[F6(2)]** of the *additional conditions of contract*, in respect of the Cost Savings Design. Coverage and indemnity are in compliance with Clause **[F6]** of the *additional conditions of contract*. **[Optional Clause]**

- The *Contractor* effects and maintains professional indemnity insurance for a minimum amount as stated in Clause **[F7A(1)]** of the *additional conditions of contract*, in respect of the Temporary Works. Coverage and indemnity are in compliance with Clause **[F7A]** of the *additional conditions of contract*. **[Optional Clause]**
- Each of the *Contractor's* designer and independent checking engineer effects and maintains professional indemnity insurance for a minimum amount as stated in Clause **[F7A(2)]** of the *additional conditions of contract*, in respect of the Temporary Works. Coverage and indemnity are in compliance with Clause **[F7A]** of the *additional conditions of contract*. **[Optional Clause]**

X5 Sectional Completion

- The *completion date* for each *section* of the *works* is

<i>section</i>	<i>description</i>	<i>completion date</i>

- The Scope contains detailed description of each *section* of the *works*.

[Applicable if there is sectional completion of the works.]

X7 Delay damages
(as amended by the
Articles of
Agreement)

- Delay damages for Completion of the whole of the *works* are HK\$_____ per day.
- The minimum amount of delay damages for the whole of the *works* are HK\$_____ per day.

[Use the above two bullet points if Option X5 is not adopted]

- Delay damages per day for each *section* of the *works* are

<i>section</i>	amount per day in HK\$

- The minimum amounts of delay damages per day for each *section* of the *works* are

<i>section</i>	amount per day in HK\$

[Use the above two bullet points if Option X5 is adopted]

- Delay damages per day for failing to meet the *condition* stated for a *key date* are

<i>condition</i> to be met	amount per day in HK\$

- The minimum amounts of delay damages per day for failing to meet the *condition* stated for a *key date* are

<i>condition</i> to be met	amount per day in HK\$

[Use the above two bullet points if the optional standard amendments to core clauses 25.3 & 30.3 and secondary Option X7 are adopted]

- In computing the above delay damages, the *Client* has not taken into account the *Client's* liability for fees including economic cost under the Land (Miscellaneous Provisions) Ordinance, Cap. 28 ("the Ordinance") for any extension in respect of a permit referred to in sections 10A(3) and 10D(4) of the Ordinance. **[subject to review by Project Office]**

X14 Advance Payment to the Contractor

[Subject to prevailing policy]

- The amount of the advance payment is **[the lesser of (i) an amount equal to two percent (2%) of the tendered total of the Prices set out in Contract Data Part two at the date of acceptance of the tender or (ii) HK\$30,000,000.]**
- The *Contractor* repays the instalments in **[assessments starting at the 7th month after the Contract Date. The instalments are [1/6]* of the advance payment (either an amount or a percentage of the payment otherwise due).]**

***[Subject to review by Project Office who should determine the number of instalments, not be less than 6 to suit the nature, size and characteristics of individual contract].**

X16 Retention (as amended by the Articles of Agreement)

- The *retention free amount* is **[HK\$0.00 – subject to review by Project Office].**
- The *retention percentage* is **[X% - subject to review by Project Office].**
- The *limit of amount retained* is **[HK\$XX.XX – subject to review by Project Office]. [Optional Clause]**

- X20 Key Performance Indicators
[Optional Clause] • The *incentive schedule* for Key Performance Indicators is in Appendix **[X]** to this Contract Data Part one.
- A report of performance against each Key Performance Indicator is provided at intervals of **[1 month– subject to review by Project Office]**.

- Z *additional conditions of contract* • The *additional conditions of contract* are set out in the document entitled “Additional Conditions of Contract” which forms part of the contract.

- Clause B5 of the *additional conditions of contract* - Section Subject to Excision
[Optional Clause] • The time for ordering the “Section Subject to Excision” for section **[XXX – subject to review by Project Office]** is within **[XXX days – subject to review by Project Office]** commencing from and including the starting date.