# THE GOVERNMENT OF

# THE HONG KONG SPECIAL ADMINISTRATIVE REGION

# [INSERT PROCURING DEPARTMENT]

# CONTRACT NO. [INSERT CONTRACT NO.]

# [INSERT CONTRACT TITLE]

# SCOPE

ANNEX 1 – PREAMBLES TO THE SPECIFICATIONS

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# SCOPE

# annex 1 – preambles to the specifications

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| --- | --- | --- |
| Employer | 1.1 | References to the “Employer” in the General Specification (GS), the Particular Specification (PS) and the Drawings, or any other documents they refer to are construed to mean the “*Client*” as identified in the Contract Data Part one. |
|  |  |  |
| Contractor | 2.1 | References to the “Contractor” in the GS, the PS and the Drawings, or any other documents they refer to are construed to mean the “*Contractor*” as identified in the Contract Data Part one. |
|  |  |  |
| Engineer and Engineer’s Representative | 3.1 | References to the “Engineer” and the “Engineer’s Representative” in the GS, the PS and the Drawings, or any other documents they refer to are construed to mean the “*Project Manager*” or the “*Supervisor*” as appropriate based on the general understanding, with reference to the *conditions of contract*, that the *Project Manager* is responsible for managing the contract on behalf of the *Client*, and it deals with time, money, changes to the Scope and duties other than those to be carried out by the *Supervisor* under the contract, whereas the *Supervisor*’s duty is to ensure that the *Contractor* provides the *works* in accordance with the contract. In the event that the *Contractor* is in doubt of any matters that relates to this division of the roles, the *Contractor* refers it to the *Project Manager* who decides the matter accordingly.  [Project Office to amend as appropriate.] |
|  |  |  |
| Terminology | 4.1 | References to the following terms listed under the column heading “Specifications Terms” in the Specifications including the GS and the PS, are construed as references to the corresponding terms listed under the column heading “NEC4 ECC Terms” as defined or used in the NEC4 Engineering and Construction Contract (Month YYYY)[[1]](#footnote-1) published by Thomas Telford Limited, which is further amended or supplemented by the Schedule to the Articles of Agreement, as the context requires: |

| Specifications Terms | NEC4 ECC Terms |
| --- | --- |
| approval / satisfaction | acceptance |
| approved / satisfied | accepted |
| Bills of Quantities / BQ / Schedule of Rates | \**bill of quantities* or \**activity schedule* |
| claim for extension of time and/oradditional payment | notification of compensation event |
| Contract / BQ rate(s) | \*rate(s) in the *bill of quantities* or\*price(s) in the *activity schedule* |
| date of the letter of acceptance / date of the award of the Contract / date of the acceptance of the Tender / date for commencement of the Contract | Contract Date |
| date for commencement of the Works | *starting date* |
| date for possession of the Site | *access date* |
| defect | Defect |
| equipment (those items intended to be included in the permanent works) | Plant |
| expiry of the Maintenance Period | *defects date* |
| extension of time | change to the Completion Date |
| GCC Clause 16 Programme | Accepted Programme |
| liquidated damages | delay damages |
| Maintenance Certificate | Defects Certificate |
| Maintenance Period / Period of Maintenance / Defects Liability Period | the period between Completion andthe *defects date* |
| materials (those items intended to be included in the permanent works) | Materials |
| plant (those items used by the *Contractor* to Provide the Works and which the Scope does not require the *Contractor* to include in the permanent works) | Equipment |
| Section | *section* |
| sub-contractor / subcontractor (of the first tier) | Subcontractor |
| substantial completion / completion | Completion |
| the Contract | the contract |
| the date for completion of the Works /the extended date for completion of the Works | *completion date* / Completion Date |
| variation | change to the Scope |
| Works | *works* |

\*Delete where appropriate

|  |  |  |
| --- | --- | --- |
|  | 4.2 | In the event that the *Contractor* is in doubt of any matter that relates to the issue of terminology, the *Contractor* refers it to the *Project Manager* who decides the matter accordingly. Any clarification or decision of the *Project Manager* relating to the issue of terminology does not constitute any compensation event. |
|  |  |  |
| Language | 5.1 | Notwithstanding that the NEC4 ECC is generally drafted in the present tense, the GS, the PS and the Drawings, or any other documents they refer to, may employ the more “traditional” drafting language of obligation. This difference in style of the language adopted in different parts of the contract does not of itself affect the interpretation of the contract, and the terms of the contract should be read in the context in which they appear. In the event that the *Contractor* is in doubt of any matter that relates to the issue of drafting language, the *Contractor* refers it to the *Project Manager* who decides the matter accordingly. Any clarification or decision of the *Project Manager* relating to the issue of drafting language does not constitute any compensation event. |

1. Insert the NEC4 ECC “edition” together with any latest “amendments” thereto. For example, insert “June 2017 (with amendments October 2020)”. [↑](#footnote-ref-1)