

**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]**, secondary Options **[Insert selected secondary Options. Commonly used secondary Option include X1]** and Z of the NEC4 Term Service Contract (Month YYYY)¹ published by Thomas Telford Limited, as amended or supplemented by the Schedule to the Articles of Agreement, and include the *additional conditions of contract*.
 - The *service* is **[Insert brief description of the service]** 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 *Service 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 *Adjudicator* is the adjudicator to be appointed by Adjudicator Nominating Bodies (ANBs) in accordance with Development Bureau Technical Circular (Works) No. 6/2021 for Security of Payment Provisions in Clause G1 of the *additional conditions of contract*.
 - The *tribunal* is the arbitrator in accordance with Clause H1 of the *additional conditions of contract*.
 - The Affected Property is **[Insert brief description of the Affected Property]**.
 - The *contract areas* are **[Insert brief description of the contract areas]**. The boundaries of the *contract areas* are shown on drawing nos. **[Insert appropriate drawing no.]**.
 - The Scope is in the document entitled "Scope" bound with other contract documents.
 - The *language of the contract* is English.
 - The *law of the contract* is the law of the Hong Kong Special Administrative Region.

* Where a person is appointed to be the *Service Manager* or his delegate 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

¹ Insert the NEC TSC "edition" together with any latest "amendments" thereto. For example, for NEC4 TSC, insert "June 2017 (with amendments October 2020)", where appropriate.

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 *Service Manager* or his delegate as the case may be.

** Delete as appropriate.

- 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.
- 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 the Project Office.]**
- The *price list* is composed of the Schedule of Rates and the Method of Measurement. **[The Project Office may amend to suit.]**
- Delay damages for each Task Order are calculated using the rate per day in accordance with the formula indicated below either for the whole of the Task Order or for its relevant Section, whichever is applicable:

[Insert appropriate formula]

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.**

2 The Contractor's main responsibilities

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

3 Time

- The *starting date* is the date as notified by the *Service Manager* after acceptance of tender. The *starting date* is tentatively set as **[Insert appropriate date].**

- The *service period* is **[Insert appropriate period]** from the *starting date*. The *service period* is tentatively set as **[Insert appropriate date]** to **[Insert appropriate date - Optional]**.
 - The *Contractor* submits a first plan for acceptance within **[2 weeks – subject to review by the Project Office]** of the Contract Date.
 - The *Contractor* submits a revised plan to the *Service Manager* for acceptance at intervals no longer than **[1 month]**. **[Subject to review by the Project Office]**
 - The *Contractor* submits a Task Order programme to the *Service Manager* for acceptance within **[Insert appropriate period]** days of receiving the Task Order unless otherwise specified in the Scope. **[Optional Clause – subject to review by Project Office on this requirement stated in the Scope, if any.]**
 - Unless otherwise stated in the respective Task Order, the mobilization period is 7 days commencing on the Task starting date. **[Optional Clause]**
 - Unless otherwise stated in the respective Task Order, the period for the Establishment Works under any Task Order is **[365 days – subject to review by Project Office]** commencing on the day following the Task Completion Date. **[Optional Clause]**
 - Unless otherwise stated in the respective Task Order, the period for the Aftercare to Old and Valuable Trees under any Task Order is **[365 days – subject to review by Project Office]** commencing on the day following the Task Completion Date. **[Optional Clause]**
- 4 Quality Management
- Unless otherwise stated in the respective Task Order, the Maintenance Period is **[Insert appropriate period]** commencing on the day following the Task Completion Date. **[Optional Clause]**
 - The *Contractor* provides the *Service Manager* with a quality policy statement and a quality plan for acceptance within **[2 weeks – subject to review by the Project Office]** of the Contract Date.
- 5 Payment
- The *currency of the contract* is Hong Kong Dollar.
 - The *assessment interval* is **[1 month – subject to review by the Project Office]**.
 - The *interest rate* is a simple interest rate which equals 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 *standard base value* for a Task Order is: **[The Project Office may amend to suit.] [Optional Clause]**
 - The *Contractor* prepares forecasts of the final total of the Prices for the whole of the *service* at intervals no longer than **[1 month – subject to review by the Project Office]**. **[Applicable for Option A] [Optional Clause]**

[The following 4 bullet points are applicable to Option C. 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 Service Provided to Date assessed by the *Service Manager* has reached 50% of the *Service Manager’s* forecast of the final Price for Service Provided 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 *Service Manager’s* interim assessment of the *Contractor’s* share of the excess of the *Service Manager’s* forecast of the final Price for Service Provided to Date over the *Service Manager’s* forecast of the final total of the Prices on the *share assessment date*.

B: the Price for Service Provided to Date before *share deduction* so certified by the *Service Manager* on the *share assessment date*.

C: the *Service Manager’s* forecast of the final Price for Service Provided to Date on the *share assessment date*.

D: the Price for Service Provided to Date so certified by the *Service 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 Option A]

- 8 Liabilities and insurance
- [Subject to review by the Project Office]**
- The minimum amount of cover for insurance in respect of loss of or damage to property (except the *Client's* property, 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's* Providing the Service for any one event is **[HK\$XXX – subject to review by the 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]**
- 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.