

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

**[INSERT PROCURING DEPARTMENT]**

**CONTRACT NO. [INSERT CONTRACT NO.]**

**[INSERT CONTRACT TITLE]**

**SCOPE**

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**[INSERT PROCURING DEPARTMENT]**

**CONTRACT NO. [INSERT CONTRACT NO.]**

**[INSERT CONTRACT TITLE]**

**SCOPE**

**GENERAL PARTICULARS**

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## SCOPE GENERAL PARTICULARS

- |                                    |     |   |
|------------------------------------|-----|---|
| Documents included under the Scope | 1.1 | <p>The Scope comprises:</p> <ul style="list-style-type: none"><li>(a) these General Particulars;</li><li>(b) the Specifications as stated in Clause 4.1 below;</li><li>(c) all drawings as referred to in the Specifications to form part of the contract (“Drawings”);</li><li>(d) the submissions on technical resources and technical proposals made by the <i>Contractor</i> in his tender but subject to the provisions of other contract documents in accordance with clause A2 of the <i>additional conditions of contract</i>; <b>[Optional]</b></li><li>(e) the Preambles to the Specifications as referred to in Clause 4.2 below;</li><li>(f) the insurance policies as referred to in Clause 12.1 below; and</li><li>(g) <b>[Insert other information as appropriate]</b>.</li></ul> <p><b>[Project Office to amend as appropriate]</b></p> |
| Description of the <i>service</i>  | 2.1 | <p>The <i>service</i> to be provided under the contract involve <b>[Insert the brief summary of the <i>service</i>]</b>, as more particularly described in the documents as listed in Clause 1.1 above.</p>   |
|                                    | 2.2 | <p>The description of the <i>service</i> as given in Clause 2.1 above is not to be considered as limiting or restricting the extent of the <i>service</i> in any manner whatsoever.</p>   |
| <i>Contractor’s</i> design         | 3.1 | <p>The <i>Contractor</i> is responsible for the design of the parts of the <i>service</i> as specified in Clause <b>[Insert appropriate clause reference]</b> of the Particular Specification and Section F of the <i>additional conditions of contract</i>. <b>[Optional]</b></p>  |
|                                    | 3.2 | <p>The <i>Contractor</i> is responsible for the design of all Temporary Works. <b>[Optional]</b></p>  |

- Specifications 4.1 The Specifications consist of the General Specification (GS) and the Particular Specification (PS) as stated below:
- (a) The GS is represented by the General Specification for Civil Engineering Works, **[2006]** Edition (The Government of the Hong Kong Special Administrative Region), together with its Amendments No. 1/2007, 2/2007, 1/2008, 2/2008, 1/2009, 2/2009, 3/2009, 4/2009, 1/2010, 2/2010, 3/2010, 4/2010, 1/2011, 2/2011, 1/2012, 1/2013, 2/2013, 1/2014, 1/2015, 1/2016, 1/2017, 2/2017, 1/2018, 2/2018, 1/2019, 2/2019, 3/2019, 1/2020, 2/2020 and 1/2021. **[Please update as appropriate. GS 2020 Edition shall be adopted in all public works contracts for which tenders are invited on or after 1 July 2022. For building and E&M works, please amend to suit.]**
- (b) The PS, which is contained in Annex 2 to this Scope, consists of the following sections:
- [Insert appropriate section number and title.]**
- 4.2 The GS and the PS are to be read in conjunction with the Preambles to the Specifications as contained in Annex 1 to this Scope.
- Drawings 5.1 The Drawings as listed in Appendix **[Insert appropriate reference]** of the PS, including those standard drawings issued by the relevant Government departments as listed in Appendix **[Insert appropriate reference]** of the PS but not separately bounded to the contract, form part of this Scope.
- 5.2 The *Service Manager* may issue such additional and amended drawings as he considers necessary during the progress of the *service*.
- 5.3 References to any Drawing number shall correspond to the latest revision of the referred Drawing.
- Constraints on Providing the Service 6.1 Constraints on how the *Contractor* is to Provide the Service are described in the GS, the PS and the Drawings.
- key persons* 7.1 The **key persons** of the *Contractor* are listed in Contract Data Part two.
- 7.2 The *Contractor* has to refer to this Scope including Clause **[Insert appropriate reference]** of the PS and Clause **[1.12]** of the GS in making proposal of these *key persons* and make sure that all the specified requirements are satisfied. **[Optional]**
- 7.3 The *Contractor* has to refer to his tender submission on technical resources and this Scope including Clause **[Insert appropriate reference]** of the PS and Clause **[1.12]** of the GS in making proposal of these *key persons* and make sure that all the specified requirements are satisfied. **[For tender evaluation adopting Marking Scheme Approach] [Optional]**
- Plan 8.1 In addition to the provisions of NEC Clause 31.2, the *Contractor* takes into account on the details and requirements of programme submission as described in Clause **[1.08]** of the GS and Clause **[Insert appropriate reference]** of the PS.

Tests	9.1	The <i>Contractor</i> carries out, facilitates or assists the carrying out of the tests as stipulated in the contract, including but not limited to those specified in the GS, the PS and the Drawings.
	9.2	All Plant, Materials and workmanship are to be in accordance with the contract and subject to such tests and inspections as the contract requires at the place(s) of manufacture, the Site or such other place(s) as may be specified in the contract.
	9.3	Tests to be carried out in the <i>Client's</i> laboratories in connection with the <i>service</i> are free of charge.
Title	10.1	Title to earthworks material is stipulated in Clause <b>[6.12]</b> of the GS. <b>[Optional]</b>
Accounts and records related to the Defined Cost	11.1	<p>The <i>Contractor</i> provides the information to support the assessment of the amount due at each assessment date, in respect to the part related to the Defined Cost, including but not limited to the following:</p> <p>(a) <u>People</u></p> <ul style="list-style-type: none"><li>• Daily reports summarising the total daily hours for the people employed within the Sites and the operational activities;</li><li>• Payroll summaries together with banks records and MPF records;</li><li>• All one-off costs relating to the people employed within the Sites presented separately;</li><li>• Sick leave and annual leave records relating to the people employed within the Sites;</li><li>• Time-sheet of part-time employees; and</li><li>• Amendments to the attendance record of the people with justifications certified by the Site Agent of the <i>Contractor</i>.</li></ul> <p>(b) <u>Equipment</u></p> <ul style="list-style-type: none"><li>• Cross-referenced documentation, invoices, credit notes, discount vouchers, delivery notes, requisitions and so on in respect of all Equipment utilised and for which payment is applied;</li><li>• Other records required on the Equipment with regard to the economic utilisation, details of delivery to and taken away from the Sites, standing time, proof of competitively tendered or open market rates, minimum hire charges, etc.; and</li><li>• Procedures to monitor and ensure reasonable availability and utilisation of the Equipment and relevant site records checked against the allowable threshold(s).</li></ul> <p>(c) <u>Plant and Materials</u></p> <ul style="list-style-type: none"><li>• Cross-referenced documentation, invoices, credit notes, discount vouchers, delivery notes, requisitions and so on in respect of all Plant and Materials supplied and for which payment is applied;</li><li>• Other records required on the Plant and Materials with regard to the economic utilisation, details of delivery to and taken away from the Sites, proof of competitively tendered or open market rates, etc.; and</li><li>• Procedures to monitor and minimize wastage of the Plant and Materials and relevant site records checked against the maximum allowable wastage percentage(s).</li></ul>

(d) Charges

- Cross-referenced documentation, invoices, credit notes, discount vouchers, delivery notes, requisitions and so on in respect of all charges and for which payment is applied; and
- Other records required on the charges with regard to the economic utilisation, details of delivery to and taken away from the Sites, proof of competitively tendered or open market rates, etc.

(e) Insurance

- Cross-referenced documentation, invoices, credit notes, discount vouchers, requisitions and so on in respect of the relevant insurance premium and for which payment is applied; and
- Other records such as proof of competitively tendered or open market rates.

(f) Subcontractor Management Plan

- Record of cost of work in connection with meeting all contractual obligations regarding the Subcontractor Management Plan and for which payment is applied.

(g) Subcontracts

- Cross-referenced documentation, invoices, credit notes, discount vouchers, delivery notes, requisitions, relevant subcontract documents, and so on in respect of all subcontract work undertaken and/or completed by Subcontractors and for which payment is applied; and
- Other records such as proof of competitively tendered or open market rates for variations, full details of particulars with justifications for additional payment for claims, final account, etc. for subcontracts.

Specimen of  
Insurance Policy  
**[Optional]**

12.1 The specimen of insurance policy for the insurance in respect of loss of or damage to property (except the *service*, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) caused by activity in connection with the contract is at Annex 3 to this Scope.

Partnering  
Workshops

13.1 To enhance collaboration amongst the *Client*, the *Service Manager* and the *Contractor*, the *Service Manager* will organize partnering workshops requiring participation by the project teams of the *Client*, the *Service Manager* and the *Contractor*. The number of partnering workshops will be determined by the *Service Manager* and the details of each workshop including the partnering topic(s), scheduled date, time and venue, and other logistic arrangements will be confirmed by the *Service Manager* in advance of each workshop.

13.2 The costs incurred for organising the partnering workshops including engagement of facilitator, provision of catering service, etc. shall be equally shared between the *Client* and the *Contractor*.



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Reasons for not accepting a submission made by the Contractor	14.1	In addition to other reasons stated in the contract, a reason for not accepting a submission made by the <i>Contractor</i> is that it does not comply with the Scope, <i>conditions of contract</i> , <i>additional conditions of contract</i> and/or the <i>law of the contract</i> .
Computer-Aided-Drafting (CAD) Standard for Works Projects (CSWP)	15.1	CAD drawings shall be prepared conforming to the CAD Standard for Works Project version 1.03.00 (or later versions as agreed between the <i>Client</i> and the <i>Contractor</i> from time to time) as posted on the Development Bureau's web site <a href="http://www.devb.gov.hk/cswp">http://www.devb.gov.hk/cswp</a> .