# 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

|  |  |  |
| --- | --- | --- |
| *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 two. |
|  |  |  |
| 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 “*Service Manager*” as identified in the Contract Data Part one.  [Project Office to amend as appropriate.] |
|  |  |  |
| Terminology | 4.1 | References to the following terms listed under the column heading “Specifications” which are the GS and the PS, are construed as references to the corresponding terms listed under the column heading “NEC4 TSC” as defined or used in the NEC4 Term Service 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 | NEC4 TSC |
| --- | --- |
| approval / satisfaction | acceptance |
| approved / satisfied | accepted |
| claim for extension of time and/oradditional payment | notification of compensation event |
| contract period | *service period* |
| contract rate(s) | Contract Rates |
| 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 | date for access to the Affected Property |
| defect | Defect |
| equipment (those items intended to be included in the permanent works) | Plant |
| execution of the Works | Providing the Service |
| extension of time of Works Order | change to the Task Completion Date |
| liquidated damages | delay damages |
| Maintenance Period / Period of Maintenance / Defects Liability Period of Works Order | Maintenance Period of Task Order |
| materials (those items intended to be included in the permanent works) | Materials |
| plant (those items used by the *Contractor* to Provide the Service and which the Service Information does not require him to include in the permanent works) | Equipment |
| Schedule of Rates  | *price list* |
| sub-contractor / subcontractor (of first tier) | Subcontractor |
| substantial completion / completion of Works Order | Task Completion |
| the Contract | the contract |
| the date for completion of the Works Order | Task Completion Date |
| variation | change to the Scope |
| Works | *service* |
| Works Order | Task Order |

|  |  |  |
| --- | --- | --- |
|  | 4.2 | In the event that the *Contractor* is in doubt of any matter that relates to the issue of terminology, he refers it to the *Service Manager* who decides the matter accordingly. Any clarification or decision of the *Service Manager* relating to the issue of terminology shall not constitute any compensation event. |
|  |  |  |
| Language | 5.1 | Notwithstanding that the NEC4 TSC 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 shall not of itself affect the interpretation of the contract, and the terms of the contract shall be read in the context in which they appear. In the event that the *Contractor* is in doubt of any matters that relate to the issue of drafting language, he shall refer it to the *Service Manager* who shall decide the matter accordingly. Any clarification or decision of the *Service Manager* relating to the issue of drafting language shall not constitute any compensation event. |

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. [↑](#footnote-ref-1)