

**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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|--|-----|---|
| <i>Employer</i> | 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 “ <i>Client</i> ” as identified in the Contract Data Part one. |
| <i>Contractor</i> | 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 “ <i>Contractor</i> ” 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 “ <i>Service Manager</i> ” 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 published by Thomas Telford Limited, which is further amended or supplemented by the Schedule to the Articles of Agreement, as the context requires: |

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.

Specifications	NEC4 TSC
approval / satisfaction	acceptance
approved / satisfied	accepted
claim for extension of time and/or additional payment	notification of compensation event
contract period	<i>service period</i>
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	<i>starting date</i>
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 <i>Contractor</i> to Provide the Service and which the Service Information does not require him to include in the permanent works)	Equipment
Schedule of Rates	<i>price list</i>
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	<i>service</i>
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.