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**Development Bureau
Technical Circular (Works) No. 10/2018**

**Quality Assurance for Use of Off-site Prefabricated
Steel Reinforcing Bar Products**

Scope

This Circular promulgates the quality assurance requirements of an off-site prefabrication yard for admission to the “List of Approved Steel Reinforcing Bar Prefabrication Yards” maintained by the Civil Engineering and Development Department (“CEDD”). It also provides the implementation arrangement for new and existing public works contracts to use prefabricated steel reinforcing bar (“rebar”) products supplied by the approved yards.

2. The Director of Housing has agreed the contents of the Circular.

Effective Date

3. This Circular takes immediate effect.

Effect on Existing Circular

4. This Circular supersedes DEVB TC(W) No. 1/2016, which is hereby cancelled.

Background

5. In general, the quality assurance requirements for rebars used in public works contracts are stipulated in the General Specification for Civil Engineering Works or the General Specification for Building, and the Construction Standard CS2.

6. The use of prefabricated rebar products (e.g. cut and bent rebars, reinforcement cages and threaded/coupled rebars) produced in a highly automated off-site rebar prefabrication yard has been widely practiced in the construction industry overseas. This mode of rebar processing in a factory-like setting helps to enhance productivity, uplift built quality, improve construction safety and promote environmental performance.

7. Since the promulgation of DEVB TC(W) No. 1/2016 in January 2016, CEDD has established an approval system and maintained the “List of Approved Steel Reinforcing Bar Prefabrication Yards for Public Works” to ensure that the quality of the prefabricated rebar products supplied by off-site rebar prefabrication yards would meet the required standards of public works contracts.

8. Despite being accepted by various organisations/parties, different quality supervision and testing requirements with respect to prefabricated rebar products supplied by the approved yards were adopted in public works, the Housing Authority (“HA”) and private projects. Further, quality supervision services provided by the independent quality assurance team are accepted by public works contracts only, but not HA or private projects. These diverse requirements among different organisations/parties, particularly for Government projects (i.e. public works and HA projects), would hamper the operation efficiency, productivity as well as competitiveness of the approved yards.

9. In early 2018, we conducted a review with relevant departments with a view to assuring the quality of prefabricated rebar products as well as aligning the quality supervision and testing requirements that are varied in different Government projects. The enhancement measures are incorporated in the policy of this Circular.

Policy

Quality Assurance of Prefabricated Rebar Products

10. A system is in place to assure the quality of prefabricated rebar products to be used in public works contracts. Where prefabricated rebar products are used, public works contracts shall only accept such products made in an approved highly automated off-site rebar prefabrication yard, which has complied with specified technical and quality assurance requirements. The list containing details of the approved yards is hereby named as “List of Approved Steel Reinforcing Bar Prefabrication Yards” (“the List”). CEDD is responsible for administering the List, which shall include, inter alia, assessment and approval of applications for admission to the List, together with management of the List and regulating the performance of the yards on the List. CEDD shall engage an Independent Audit Team (“IAT”) to carry out all sampling of rebars for purchaser’s tests as well as monitoring and auditing of the approved yards’ quality management system (“QMS”) for production of prefabricated rebar products to serve local construction projects. For Government projects, all tests for rebar samples shall be conducted by CEDD’s Public Works Laboratories in accordance with the established testing requirements. As and when CEDD advises that the Public Works Laboratories cannot undertake, contract laboratories managed by HA may be engaged for carrying out the tests following the same testing requirements.

11. Public works contracts may maintain on-site cutting, bending and fixing of rebar in accordance with the prevailing arrangement as stated in paragraph 5 above. In any case, public works contracts shall not accept prefabricated rebar products supplied by yards not on the List.

Technical and Quality Assurance Requirements for Admission and Retention

12. A highly automated off-site rebar prefabrication yard may include the processes of (a) cutting and bending of rebars; (b) fabrication of reinforcement cages; and (c) threading of rebars and coupling with reinforcement connectors in the application for admission to the List. Subject to CEDD’s assessment on the application, process (a) alone, together with process(es) (b) and/or (c) where appropriate, may be allowed as the approved fabrication process(es) for an approved yard.

13. For admission to the List, an off-site rebar prefabrication yard is required to be operated under a QMS which shall include a traceability system for handling rebar materials (i.e. straight bars, coils and decoiled products) and prefabricated rebar products. Further, the yard must satisfy the technical and quality assurance requirements as stipulated at **Appendix A** for admission to the List. The approved yards are also required to maintain the compliance with the relevant technical and quality assurance requirements (e.g. valid quality and environmental certificates are maintained) for retention on the List.

14. An Applicant, who must be the owner of a rebar prefabrication yard applying for admission to the List, shall submit his application and provide all necessary information specified at **Appendix B** to CEDD for assessment and approval. The application is also required to satisfy the experience, staffing, technical and quality assurance criteria for admission to the List. All costs relating to the preparation of the submission shall be borne by the Applicant.

Administration of the List

15. CEDD shall arrange to upload the List with the allowed scope for each of the approved yards to its website at <http://www.cedd.gov.hk>. CEDD shall administer the List pursuant to the administration procedures stipulated at **Appendix C**. In maintaining the List, CEDD will carry out inspections and audits of the operation and QMS of the approved yards.

16. The Director of the Civil Engineering and Development (“DCED”) has the right to remove any off-site rebar prefabrication yard from the List or take other regulating action against an approved yard as set out in **Appendix C**. CEDD shall inform Government departments, including works departments, HA and Buildings Department, details of the regulating action taken against the yards on the List.

Requirements of Public Works Contracts

17. With the implementation of QMS and the confirmation of acceptance of all test results by the IAT before the fabrication process, prefabricated rebar products supplied by the approved yards shall meet the required standards, and that approval of particulars and further testing of rebars (i.e. purchaser’s test) are not required. The relevant particulars and testing results should be provided to the Engineer/Architect for record purposes only.

18. To facilitate the use of the approved yards' products in new and existing public works contracts, a new clause¹ of Special Condition of Contract ("SCC") / Additional Condition of Contract ("ACC") and specimen supplementary agreements have been provided in this Circular for incorporation into the public works contracts, where appropriate.

19. All public works contracts, including design and build contracts and term contracts, the tender invitations of which are issued on or after 10 October 2018, should include the new clause of SCC or ACC into the contracts, as appropriate. The new clauses of SCC and ACC are at **Appendices D1 and D2** respectively.

20. For public works contracts without the relevant provision and if the contractor intends to use the prefabricated rebar products supplied by the approved yards, the contractor may initiate to enter into a supplementary agreement with the Government at no additional cost to the Government. Specimen supplementary agreements for use in existing contracts adopting General Conditions of Contract form or New Engineering Contract form are at **Appendices E1 and E2** respectively.

Enquiries

21. Enquiries on this Circular should be addressed to Chief Assistant Secretary (Works) 5.

(C K HON)

Permanent Secretary for Development (Works)

¹ The new clause of SCC is for use in public works contracts adopting General Conditions of Contract form, whereas the new clause of ACC is for use in public works contracts adopting New Engineering Contract form.

**Technical and Quality Assurance Requirements for
Admission to and Retention on the
“List of Approved Steel Reinforcing Bar Prefabrication Yards”**

An off-site steel reinforcing bar (“rebar”) prefabrication yard applying for admission to the “List of Approved Steel Reinforcing Bar Prefabrication Yards” (“the List”) must satisfy the technical and quality assurance requirements specified in this Appendix. Upon admission, the approved yards are required to maintain compliance with all the requirements specified in this Appendix for retention on the List.

A1 Facilities

2. The Applicant seeking approval must have an operating rebar prefabrication yard (“the Yard”) for cutting and bending of rebars under a factory-like setting. All rebar prefabrication processes must be carried out inside an enclosed workshop. The Yard must be equipped with mechanised facilities composing of at least one number of highly automated production line for fabricating rebar products. The highly automated production line may include the processes of (a) cutting and bending of rebars; (b) fabrication of reinforcement cages; and (c) threading of rebars and coupling with reinforcement connectors in the application for admission to the List. Subject to CEDD’s assessment on the application, process (a) alone, or together with process(es) (b) and/or (c), may be allowed as the approved fabrication process(es) for the Yard.

A2 Key Technical Staff

3. A suitably qualified Plant Manager with managerial experience must be employed to manage and oversee the operation of the Yard. The Plant Manager must have a Bachelor’s degree or above in a relevant science or engineering subject¹, or Membership of the Hong Kong Institution of Engineers (Building, Building Services, Civil, Electrical, Environmental, Manufacturing & Industrial, Materials, Mechanical or Structural discipline) or equivalent.

¹ Relevant science or engineering subject may refer to engineering science, building technology, environmental engineering, mechanical engineering, electrical engineering, industrial engineering, civil engineering, structural engineering, etc.

A3 Quality and Operational Control

4. The Yard must be certified to the requirements of ISO9001 by a certification body accredited by the Hong Kong Accreditation Service (“HKAS”) or equivalent² for all key operations of the Yard and with a scope relating but not limited to storage, handling, fabrication, sampling, testing and supply of prefabricated rebar products in accordance with the requirements stipulated in the Construction Standard CS2³, BS4449⁴, BS4482⁵, BS8666⁶, other relevant prevailing technical memorandums, practice notes, codes of practice and specifications, etc. issued by the Government, and the purchaser’s specification. The Yard must also be certified to the requirements of ISO14001 by a certification body accredited by HKAS or equivalent for all key operations of the Yard.

5. An effective quality management system (“QMS”) must be established, documented and maintained to ensure and demonstrate that the prefabricated rebar products produced in the Yard conform to the requirements. QMS shall include but not limited to the following documented systems and procedures.

- (a) System for purchasing rebar materials to ensure that incoming rebar materials shall be produced by the Quality Assured (“QA”) Manufacturer⁷ and within the approved scope of the QA Manufacturers. Purchasing procedures shall include all aspects of the materials specification which are important in ensuring satisfactory materials quality and identity.
- (b) Procedure of the traceability system to ensure that rebar materials (e.g. straight bars, coils and decoiled products) entered, processed and delivered by the Yard **shall be fully traceable up to the manufacturer and with the production information including cast and/or heat, batch and/or lot; manufacturer and its certificates; stockist and its certificates; purchaser and its orders; rebar descriptions in grade,**

² For the purpose of DEVB TC(W) No. 10/2018, the Civil Engineering Development Department has the discretion to decide whether a certification body is accredited by an entity equivalent to HKAS.

³ Construction Standard CS2:2012 or its latest version.

⁴ British Standard BS 4449:2005+A2:2009 or its latest version.

⁵ British Standard BS 4482:2005 or its latest version.

⁶ British Standard BS 8666:2005 or its latest version.

⁷ Refer to the QA Manufacturers in CS2.

bar pattern, length, diameter, quantity; standards of compliance; results of purchaser's tests with endorsed test reports and certificates; project details with purchase orders; specific technical and contractual requirements such as bar bending schedule, particular specifications; etc. by implementing but not limited to the following control measures:-

- i. logistic management;
 - ii. tags or labels;
 - iii. color code system or similar methods to differentiate untested, passed and failed rebar;
 - iv. surveillance system including security guard and closed circuit television;
 - v. weighing and mass control system; and
 - vi. trip-ticket system and/or global positioning system
- (c) Procedure for receipt of rebar materials from the QA Stockists⁸ to ensure that rebar materials, as received, shall meet the requirements of the purchase order. The procedure shall include the inspection and correlation of purchase orders, advice notes, bundle / cast identity, rolled on marks where appropriate and test information.
- (d) System for recording and identification of all rebar materials held in stock to ensure that the identification of such rebar materials shall be the original cast information in a manner that reflects the requirements above and shall prove objectively that only rebar materials from the QA Stockists are being used. The system shall include a procedure for undertaking stock checks for compliance with stock records.
- (e) Procedure for following the purchaser's requirements to ensure that removal of rebar materials from stock, processing, inspection, packaging and subsequent dispatch of the products to the purchaser shall follow the purchase order. Any deviations from the order shall be agreed by the purchaser.
- (f) Procedure for cutting and bending rebars to ensure that the requirements of BS8666 and the purchaser's specification shall be

⁸ Refer to the QA Stockists in CS2.

complied with. The procedure shall address the cutting and bending of non-standard shape codes.

- (g) System for delivery of prefabricated rebars products to permit the Independent Audit Team (“IAT”) engaged by Civil Engineering and Development Department (“CEDD”) to scrutinize and conduct auditing for the delivery operation.
- (h) Procedure for continuous compliance to ensure that all processed rebar products shall continue to meet the tensile properties, surface geometry, chemical composition, bend performance and mass per metre requirements of CS2, BS4449, BS4482, BS8666, other relevant prevailing technical memorandums, practice notes, codes of practice and specifications, etc. issued by the Government, and the purchaser’s specification.
- (i) Procedure for dealing with non-conforming materials / products to ensure that adequate segregation and identification, and proper disposal of the non-conforming materials / products shall be undertaken by the Yard. The procedure shall include but not limited to the following aspects:-
 - i. notify the IAT, Director of Civil Engineering and Development (“DCED”) or his representatives and the relevant Service Users⁹ of the corrective actions to be taken including details of the proposed disposal of the non-conforming materials / products;
 - ii. any non-conforming materials / products shall not be sold, supplied and/or used as conforming materials / products;
 - iii. notify the IAT, DCED or his representatives and the Service Users of the corrective actions taken and the disposal details; and
 - iv. maintain full records of above.
- (j) Inspection procedure in accordance with BS8666 and the purchaser’s specification to ensure that all bar marks shall meet the requirements of the schedule and all parameters from the schedule shall be inspected

⁹ Service Users refer to the person, company or firm appointed by the employer of the project / contract which uses the services and products of the approved rebar prefabrication yard, including but not limited to the engineer, architect, contractor, maintenance surveyor, contract manager or any authorised person of the project / contract.

and recorded. Records shall readily enable the determination of the long term quality level as defined in BS8666.

- (k) System for identifying rebars designated for each individual projects in the traceability system by providing, inter alia, proper signage relating to storage, handling and transportation of rebars.

A4 Inspection and Testing of Prefabricated Rebar Products

6. Any yard seeking approval shall provide free access and assistance to DCED or his representatives, IAT and any parties authorised by DCED or his representatives to visit the yards without prior notice to inspect their equipment and facilities, operation and delivery arrangement for assessing the capability and performance of the yards.

7. An approved yard shall provide all assistance, support and resources to facilitate inspections, audits, sampling and testing, investigations and record keeping conducted by DCED or his representatives and the IAT. During the inspections and audits, full records of all supervision and audits; full records related to the grade, quality and quantity of rebars; documented traceability system; all test reports and certificates including records of calibration and checking of equipment; as well as evidences of personal qualifications and experience may be examined. The personnel may be interviewed and required to demonstrate the production procedures.

8. No fabrication process shall commence prior to confirmation of acceptance of all test results by the IAT.

A5 Quarterly Operation Report

9. The Yard must prepare and submit quarterly operation reports to DCED in the first week of January, April, July and October of each year or at any time required by DCED or his representatives, including but not limited to the following details:-

- (a) quantities of each and all different types of products processed / fabricated at the Yard with breakdown details (including user projects'

details, particulars and testing of reinforcement) of which the details are to be agreed with DCED or his representatives;

- (b) quantities of the rebar materials imported into the Yard, the products supplied by the Yard, and the wastage with breakdown details of which the details are to be agreed with DCED or his representatives;
- (c) records of traceability of the materials and products processed / fabricated / supplied;
- (d) records of disposal of non-conforming materials / products;
- (e) records of quality assurance and control processes including customer's complaints and follow-up actions, and recommendations for improvement;
- (f) records of environmental control including recommendations for improvement and mitigation measures if necessary; and
- (g) records of incidents relating to health and safety control.

A6 Major Change(s) of the Approved Details

10. An approved yard shall submit proposals of major change(s) to DCED for assessment and approval before implementing the proposed change(s). Major change(s) may include the following aspects:-

- (a) change in ownership, location or name of the approved yard;
- (b) change in the approved scope;
- (c) material change in the quality management system including the traceability system of the approved yard; and
- (d) change of the Plant Manager.

11. Details of the proposed major change(s), including whether the change(s) would affect the approved yard performance or the product conformity; and any mitigation measures to be followed, shall be provided to DCED for assessment and approval.

12. The approved yard may be required to withhold its supply of prefabricated rebar products until the proposed change(s) is approved, and the arrangement of which are to be agreed with DCED or his representatives.

**Details of Submission for Admission to the
“List of Approved Steel Reinforcing Bar Prefabrication Yards”**

The Civil Engineering and Development Department (“CEDD”) is responsible for assessing and approving the submission made by an Applicant who is the owner of an off-site steel reinforcing bar (“rebar”) prefabrication yard (“the Yard”) applying for admission to the “List of Approved Steel Reinforcing Bar Prefabrication Yards” (“the List”).

2. The Applicant shall provide the following information to CEDD to demonstrate the technical and quality assurance requirements specified at **Appendix A** have been satisfied.

B1 General Information

3. Particulars such as name, phone and fax numbers, email and business addresses, etc. of the Applicant and ownership¹ of the Yard.

4. The Yard operating in a factory-like setting and equipped with mechanised facilities composing of highly automated production line(s) shall include part or all of the following scope (fabrication processes):-

- (a) cutting and bending of rebars [*the principal process must be included*];
- (b) fabrication of reinforcement cages; and
- (c) threading of rebars and coupling with reinforcement connectors.

5. Supporting evidences of the above information including but not limited to layout plans and photographs showing the factory-like setting of the Yard, and copies of contracts / agreements showing the fabrication processes, type, quantity, users of the prefabrication services involved, etc.

6. Details of the arrangement and all the necessary permissions for the Independent Audit Team (“IAT”) to conduct inspections, audits, sampling and testing, investigations and record keeping of both the operation and delivery processes of the Yard.

¹ Whether the Yard is owned by a natural person, an unincorporated firm or a corporation.

B2 Facilities

7. Supporting evidence of the Applicant operating rebar prefabrication yard for cutting and bending of rebars under a factory-like setting.

B3 Key Technical Staff

8. Name and particulars of the suitably qualified Plant Manager of the Yard with his/her curriculum vitae stating the possessed qualifications and experience, together with his/her self-declaration about his/her employment relationship with the Yard.

B4 Quality Assurance

9. Supporting evidence of the certification to ISO 9001 and ISO 14001.

10. Full details of the quality management system, including the traceability system of the Yard, as detailed in sections A1 to A3 of **Appendix A** and the necessary arrangements to facilitate the IAT to carry out monitoring, inspections and audits of the operation of the yard and delivery of rebar products.

11. Sample(s) of quarterly operation report(s) to be submitted by the Yard.

**Administration Procedures for the Approved Off-site Steel
Reinforcing Bar Prefabrication Yard**

C1 Upon Approval

Once approval is given by the Director of Civil Engineering and Development (“DCED”) to an off-site steel reinforcing bar (“rebar”) prefabrication yard for admitting the yard to the “List of Approved Steel Reinforcing Bar Prefabrication Yards” (“the List”), DCED or his delegated representative at directorate level will inform the yard of the approval stating the approved scope for the yard and any conditions pertaining to the approval. A letter of approval may include the following information:-

- (a) particulars (e.g. name, address, contact information, etc.) of the approved yard;
- (b) the approved scope with types of the prefabricated rebar products; and
- (c) a statement stating that when the prefabricated rebar products produced in an approved yard are used in Government projects, the products shall comply with the requirements of the relevant technical specifications, standards and quality assurance system in this Circular.

C2 Audits and Monitoring

2. The Independent Audit Team (“IAT”), DCED or his representatives, shall enter into and remain on an approved yard to perform regular or ad-hoc inspections and audits of the operation of the approved yard and its quality management system, including the traceability system of the approved yard, to ensure that the performance of the approved yard is in accordance with the technical and quality assurance requirements in this Circular. The composition, qualification and experience, together with duties of the IAT can be obtained from the website of CEDD at <http://www.cedd.gov.hk>.

3. IAT shall be involved in all sampling of rebars for purchaser’s tests. No fabrication process shall commence prior to confirmation of acceptance of all test results by the IAT. The IAT is also required to submit monthly and quarterly

reports on its duties discharged, and its findings and/or observations on the performance of the approved yard to the CEDD.

4. Tests for all rebar materials, components and products processed / fabricated at the approved yard for Government projects (e.g. public works and Housing Authority (HA) projects) shall be conducted by the CEDD's Public Works Laboratories (PWL) in accordance with CS2, BS4449, BS4482, BS8666, and any other relevant Ordinances, by-laws, regulations, technical memorandums, practices notes, codes of practices, rules, guidance notes, etc. issued by the Government, and the purchaser's specification. As agreed by CEDD, if the required tests cannot be undertaken by PWL, contract laboratories managed by HA shall be engaged for carrying out the tests following the same requirements.

C3 Regulating Action

5. DCED has the right to remove any off-site rebar prefabrication yard from the List or take other regulating action against an approved yard such as warning letter or suspension. The prefabrication yard concerned should be advised of the reasons for the regulating action and be given the opportunity to present their views of the matter. Circumstances which may lead to the taking of regulating actions include, but are not limited to:

- (a) misconduct or suspected misconduct; and
- (b) poor performance or other causes which is/are considered by DCED as serious.

6. DCED or his representative shall inform the relevant Government departments, including works departments, Housing Authority and Buildings Department, details of the regulating action taken against an approved yard. If the regulating action involves removal or suspension of the yard from the List, Government departments are reminded that any prefabricated rebar products supplied on or after the date of removal from the List, or during the suspension period, by the yard concerned shall not be used in any Government projects.

**Special Condition of Contract
for Use of Off-site Prefabricated Steel Reinforcing Bar Products Supplied by
Approved Steel Reinforcing Bar Prefabrication Yard**

(For incorporation into new public works contracts including capital works contracts, term contracts, and design and build contracts of all categories of building and civil engineering works adopting General Conditions of Contract form)

SCC X (1) For the purposes of this Clause XX of these Special Conditions of Contract the following words and expressions shall have the meaning hereby assigned to them:

“approved prefabrication yard” means a prefabrication yard included in the List;

“the List” means the List of Approved Steel Reinforcing Bar Prefabrication Yards maintained by the Government;

“rebar” means a steel reinforcing bar; and

“prefabricated rebar product” includes cut and bent rebar, reinforcement cage and threaded/coupled rebar produced in an off-site prefabrication yard.

(2) Subject to the provisions of this Special Condition of Contract, prefabricated rebar products supplied by an approved prefabrication yard may be used for any part or parts of the Works. The Contractor shall not use prefabricated rebar product supplied by yards not on the List for any part of the Works. Should the Contractor opt to use prefabricated rebar products for any part or parts of the Works, he shall engage an approved prefabrication yard to supply the prefabricated rebar products and submit a proposal (hereinafter referred to in this Clause as “the Contractor’s proposal”) including but not limited to the following information to the [Engineer / Supervising Officer (hereinafter referred to in this Clause as “SO”)]^{Note 1} prior to the supply of prefabricated rebar products to the Site:

- (a) the name of the approved prefabrication yard to be engaged by the Contractor (hereinafter referred to in this Clause as “the said approved prefabrication yard”);
 - (b) the part or parts of the Works where the prefabricated rebar products produced by the said approved prefabrication yard are to be used (hereinafter referred to in this Clause as “the works concerned”);
 - (c) whether cutting and bending of rebars at the said approved prefabrication yard are involved;
 - (d) whether carrying out of the fabrication of reinforcement cages or threading / coupling of rebars using reinforcement connectors at the said approved prefabrication yard is involved; if affirmative, records showing the said approved prefabrication yard has obtained separate approval from the Government for such fabrication process(es) to be carried out at the said approved prefabrication yard; and
 - (e) the storage and traceability system of rebar products within the Site for identifying the rebars and prefabricated rebar products produced by the said approved prefabrication yard and other rebars for on-site cutting and bending or for fabrication of reinforcement cages or threading / coupling of rebars using reinforcement connectors for on-site installation. The Contractor shall seek the approval of the [Engineer / SO]^{Note 1} for such storage and traceability system prior to the delivery of prefabricated rebar products to the Site.
- (3) Further to sub-clause (2) above, upon delivery of the prefabricated rebar products to the Site, the Contractor shall submit to the [Engineer / SO]^{Note 1} the documents showing that such prefabricated rebar products are produced by the said approved prefabrication yard and are in compliance with the quality assurance scheme of the said approved prefabrication yard, and the prefabricated rebar products are in compliance with the Construction Standard CS2 / BS 4449 / BS 4482 / BS 8666 including amendments thereto and replacement thereof and other relevant prevailing technical memorandums, practice notes, codes

of practice, specifications and etc. issued by the Government.

- (4) The requirements pertaining to the submission of particulars of reinforcement and testing of reinforcement under the Contract shall not apply in respect of the cut and bent rebars produced by the said approved prefabrication yard for the works concerned. Those requirements not to be applied include but are not limited to the following:

[Remark: Please adopt the provisions below if General Specification for Civil Engineering Works 2006 Edition is used under your Contract. If a new edition of the specification is adopted, please consult with the departmental contract advisor for updating the relevant information as appropriate.]

(a) Submissions

General Specification for Civil Engineering Works 2006 Edition Clauses 15.12 and 15.17(a), (e) and (f); and

(b) Testing

General Specification for Civil Engineering Works 2006 Edition Clauses 15.30, 15.31, 15.32, 15.33A, 15.36 and 15.37.

[or]

[Remark: Please adopt the provisions below if General Specification for Building 2017 Edition is used under your Contract. If a new edition of the specification is adopted, please consult with the departmental contract advisor for updating the relevant information as appropriate.]

(a) Submissions

General Specification for Building 2017 Edition Clause 6.15; and

(b) Testing

General Specification for Building 2017 Edition Clauses

6.17(i) to (v), 6.17.1, 6.17.2, 6.17.3, 6.17.4 and 6.17.5.

(5) Where the Contractor's proposal involves the carrying out of fabrication of reinforcement cages or threading / coupling of rebars using reinforcement connectors at the said approved prefabrication yard:

(i) the Contractor shall ensure that the said approved prefabrication yard has obtained separate approval from the Government for such fabrication process(es) to be carried out at the said approved prefabrication yard and shall include such records as required under sub-clause (2)(d) above when submitting the Contractor's proposal to the [Engineer / SO]^{Note 1} under sub-clause (2) above;

(ii) the requirements pertaining to the submission of particulars of reinforcement and testing of reinforcement under the Contract, including but not limited to those listed in sub-clause (4) above, shall not apply in respect of reinforcement cages, if any, produced by the said approved prefabrication yard for the works concerned; and

(iii) the requirements pertaining to the submission of particulars of reinforcement connectors and testing of reinforcement connectors under the Contract shall not apply in respect of the threaded / coupled rebars, if any, produced by the said approved prefabrication yard for the works concerned. Those requirements not to be applied include but are not limited to the following:

[Remark: Please adopt the provisions below if General Specification for Civil Engineering Works 2006 Edition is used under your Contract. If a new edition of the specification is adopted, please consult with the departmental contract advisor for updating the relevant information as appropriate.]

(a) Submissions

General Specification for Civil Engineering Works 2006

Edition Clauses 15.15 and 15.17(d); and

(b) Testing

General Specification for Civil Engineering Works 2006
Edition Clauses 15.30, 15.31, 15.32, 15.35 and 15.40.

[or]

[Remark: Please adopt the provisions below if General Specification for Building 2017 Edition is used under your Contract. If a new edition of the specification is adopted, please consult with the departmental contract advisor for updating the relevant information as appropriate.]

(a) Submissions

- The requirement on approval by the SO in General Specification for Building 2017 Edition Clause 6.24;
- Particular Specification for Mechanical Couplers^{Note 2} Clause 2.1; and

(b) Testing

Particular Specification for Mechanical Couplers^{Note 2} Clauses 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 4.1, 4.2, 4.3 and 4.4.

- (6) Save as expressly provided in sub-clauses (3) to (5) above, the engagement by the Contractor of the said approved prefabrication yard to supply prefabricated rebar products shall not relieve the Contractor from any liability or obligation under the Contract and shall not in any way limit or exclude any right or remedy which the Employer may have against the Contractor under the Contract.
- (7) In the event that the said approved prefabrication yard is removed from the List, the Contractor shall not use any rebar products produced on or after the date of removal from the List by the prefabrication yard concerned in the Works. The Contractor shall not be entitled to any extension of time, additional payment or compensation arising out of or in connection with the removal of the prefabrication yard concerned from the List.

Notes:

1. Delete as appropriate.
2. Particular Specification for Mechanical Couplers is issued by the Architectural Services Department.

**Additional Condition of Contract
for Use of Off-site Prefabricated Steel Reinforcing Bar Products Supplied by
Approved Steel Reinforcing Bar Prefabrication Yard**

(For incorporation into new public works contracts including capital works contracts, term contracts, and design and build contracts of all categories of building and civil engineering works adopting New Engineering Contract form)

ACC X (1) For the purposes of this Clause XX of these *additional conditions of contract*, the following words and expressions shall have the meaning hereby assigned to them:

“approved prefabrication yard” means a prefabrication yard included in the List;

“the List” means the List of Approved Steel Reinforcing Bar Prefabrication Yards maintained by the Government;

“rebar” means a steel reinforcing bar; and

“prefabricated rebar product” includes cut and bent rebar, reinforcement cage and threaded/coupled rebar produced in an off-site prefabrication yard.

(2) Subject to the provisions of this *additional condition of contract*, prefabricated rebar products supplied by an approved prefabrication yard may be used for any part or parts of the [works]/[service]^{Note 1}. The Contractor shall not use prefabricated rebar product supplied by yards not on the List for any part of [works]/[service]^{Note 1}. Should the Contractor opt to use prefabricated rebar products for any part or parts of [works/service]^{Note 1}, he shall engage an approved prefabrication yard to supply the prefabricated rebar products and submit a proposal (hereinafter referred to in this Clause as “the Contractor’s proposal”) including but not limited to the following information to the [Project Manager / Service Manager]^{Note 1} prior to the supply of prefabricated rebar products to the Site:

- (a) the name of the approved prefabrication yard to be engaged by the *Contractor* (hereinafter referred to in this Clause as “the said approved prefabrication yard”);
 - (b) the part or parts of the [*works/service*]^{Note 1} where the prefabricated rebar products produced by the said approved prefabrication yard are to be used (hereinafter referred to in this Clause as “the works concerned”);
 - (c) whether cutting and bending of rebars at the said approved prefabrication yard are involved;
 - (d) whether carrying out of the fabrication of reinforcement cages or threading / coupling of rebars using reinforcement connectors at the said approved prefabrication yard is involved; if affirmative, records showing the said approved prefabrication yard has obtained separate approval from the Government for such fabrication process(es) to be carried out at the said approved prefabrication yard; and
 - (e) the storage and traceability system of rebar products within the Site for identifying the rebars and prefabricated rebar products produced by the said approved prefabrication yard and other rebars for on-site cutting and bending or for fabrication of reinforcement cages or threading / coupling of rebars using reinforcement connectors for on-site installation. The *Contractor* shall seek the approval of the [*Project Manager / Service Manager*]^{Note 1} for such storage and traceability system prior to the delivery of prefabricated rebar products to the Site.
- (3) Further to sub-clause (2) above, upon delivery of the prefabricated rebar products to the Site, the *Contractor* shall submit to the [*Project Manager / Service Manager*]^{Note 1} the documents showing that such prefabricated rebar products are produced by the said approved prefabrication yard and are in compliance with the quality assurance scheme of the said approved prefabrication yard, and the prefabricated rebar products are in compliance with the Construction Standard CS2 / BS 4449 / BS 4482 / BS 8666 including amendments thereto and

replacement thereof and other relevant prevailing technical memorandums, practice notes, codes of practice, specifications and etc. issued by the Government.

- (4) The requirements pertaining to the submission of particulars of reinforcement and testing of reinforcement under this contract shall not apply in respect of the cut and bent rebars produced by the said approved prefabrication yard for the works concerned. Those requirements not to be applied include but are not limited to the following:

[Remark: Please adopt the provisions below if General Specification for Civil Engineering Works 2006 Edition is used under your contract. If a new edition of the specification is adopted, please consult with the departmental contract advisor for updating the relevant information as appropriate.]

(a) Submissions

General Specification for Civil Engineering Works 2006 Edition Clauses 15.12 and 15.17(a), (e) and (f); and

(b) Testing

General Specification for Civil Engineering Works 2006 Edition Clauses 15.30, 15.31, 15.32, 15.33A, 15.36 and 15.37.

[or]

[Remark: Please adopt the provisions below if General Specification for Building 2017 Edition is used under your contract. If a new edition of the specification is adopted, please consult with the departmental contract advisor for updating the relevant information as appropriate.]

(a) Submissions

General Specification for Building 2017 Edition Clause 6.15; and

(b) Testing

General Specification for Building 2017 Edition Clauses 6.17(i) to (v), 6.17.1, 6.17.2, 6.17.3, 6.17.4 and 6.17.5.

(5) Where the Contractor's proposal involves the carrying out of the fabrication of reinforcement cages or threading / coupling of rebars using reinforcement connectors at the said approved prefabrication yard:

(i) the *Contractor* shall ensure that the said approved prefabrication yard has obtained separate approval from the Government for such fabrication process(es) to be carried out at the said approved prefabrication yard and shall include such records as required under sub-clause (2)(d) above when submitting the Contractor's proposal to the [*Project Manager / Service Manager*]^{Note 1} under sub-clause (2) above.

(ii) the requirements pertaining to the submission of particulars of reinforcement and testing of reinforcement under this contract, including but not limited to those listed in sub-clause (4) above, shall not apply in respect of reinforcement cages, if any, produced by the said approved prefabrication yard for the works concerned; and

(iii) the requirements pertaining to the submission of particulars of reinforcement connectors and testing of reinforcement connectors under this contract shall not apply in respect of the threaded / coupled rebars, if any, produced by the said approved prefabrication yard for the works concerned. Those requirements not to be applied include but are not limited to the following:

[Remark: Please adopt the provisions below if General Specification for Civil Engineering Works 2006 Edition is used under your contract. If a new edition of the specification is adopted, please consult with the departmental contract advisor for updating the relevant information as appropriate.]

(a) Submissions

General Specification for Civil Engineering Works 2006 Edition Clauses 15.15 and 15.17(d); and

(b) Testing

General Specification for Civil Engineering Works 2006 Edition Clauses 15.30, 15.31, 15.32, 15.35 and 15.40.

[or]

[Remark: Please adopt the provisions below if General Specification for Building 2017 Edition is used under your contract. If a new edition of the specification is adopted, please consult with the departmental contract advisor for updating the relevant information as appropriate.]

(a) Submissions

- The requirement on approval by the relevant officer in General Specification for Building 2017 Edition Clause 6.24;
- Particular Specification for Mechanical Couplers^{Note 2} Clause 2.1; and

(b) Testing

Particular Specification for Mechanical Couplers^{Note 2} Clauses 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 4.1, 4.2, 4.3 and 4.4.

- (6) Save as expressly provided in sub-clauses (3) to (5) above, the engagement by the *Contractor* of the said approved prefabrication yard to supply prefabricated rebar products shall not relieve the *Contractor* from any liability or obligation under this contract and shall not in any way limit or exclude any right or remedy which the *Employer* may have against the *Contractor* under this contract.
- (7) In the event that the said approved prefabrication yard is removed from the List, the *Contractor* shall not use any rebar products produced on or after the date of removal from the List by the

prefabrication yard concerned in the [*works/service*]^{Note 1}. For the avoidance of doubt, the removal of the said approved prefabrication yard from the List is not a compensation event. The *Contractor* shall not be entitled to any changes to [Key Dates, Completion Date]/ [any Task Completion Date]^{Note 1} or the Prices arising out of or in connection with the removal of the prefabrication yard concerned from the List.

Notes:

1. Delete as appropriate.
2. Particular Specification for Mechanical Couplers is issued by the Architectural Services Department.

**Specimen Supplementary Agreement
for Capital Works Contracts or Term Contracts or Design and Build Contracts
of all Categories of Building and Civil Engineering Works
Adopting General Conditions of Contract Form**

THE GOVERNMENT OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION

[xxxxx] DEPARTMENT

**CONTRACT NO. [xx/yy/kk]
[CONTRACT TITLE]**

SUPPLEMENTARY AGREEMENT NO. [N]

**Use of Off-site Prefabricated Steel Reinforcing Bar Products Supplied by
Approved Prefabrication Yard**

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A Special Condition of Contract

THE GOVERNMENT OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION
[xxxxx] DEPARTMENT

CONTRACT NO. [xx/yy/kk]

[CONTRACT TITLE]

SUPPLEMENTARY AGREEMENT NO. [N]

THIS SUPPLEMENTARY AGREEMENT NO. [N] (which for the avoidance of doubt includes Schedule A annexed hereto) (hereinafter referred to as “this Agreement”) is made this [xx th] day of [Month/Year]

BETWEEN

- (1) The Government of the Hong Kong Special Administrative Region (hereinafter referred to as “the Employer”) and
- (2) [Name of Contractor/JV Participant A] of [Address of Contractor/JV Participant A] [and [Name of JV Participant B] of [Address of JV Participant B] trading as [name of unincorporated Joint Venture] at [address of unincorporated Joint Venture]]^{Note 1} (hereinafter [jointly] ^{Note 1} referred to as “the Contractor”).

WHEREAS

- (A) By Contract No. [xx/yy/kk] entitled [Contract Title] made between the Employer and the Contractor dated the [??th] day of [Month and Year] [and subsequently amended by Supplementary Agreement No. [N-1] dated [date of execution of SA No. [N-1]]^{Note 2} ([which Contract No. [xx/yy/kk] as amended by Supplementary Agreement No. [N-1] is]^{Note 2} hereinafter referred to as “the Main Contract”), the Contractor agreed to [execute and complete the Works therein described in accordance with the terms and conditions of]^{Note 3a} / [carry out and complete any work and services and/or supply of such goods as may be required from time to time by the Employer and perform all obligations and services under]^{Note 3b} the Main Contract.
- (B) Subject to the terms and conditions hereinafter contained, the Employer and the Contractor have agreed to amend the Main Contract to include the provisions as set out in Schedule A hereto.

NOW IT IS HEREBY AGREED as follows:-

1. This Agreement is supplemental to the Main Contract and the provisions of the Main

Contract shall apply to this Agreement except as provided to the contrary herein. Except as otherwise altered by this Agreement, the terms of the Main Contract shall remain in full force and effect in all respects. In the event of any inconsistency or ambiguity between the terms of the Main Contract and the terms of this Agreement, the latter shall take precedence.

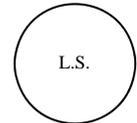
2. The Special Conditions of Contract are hereby amended to include the Special Condition of Contract as set out in Schedule A to this Agreement.
3.
 - (1) Subject to sub-clause (2) of this Clause, words, phrases and terms appearing in this Agreement and defined in the Main Contract shall have the same meaning for the purposes of this Agreement as they have for the purposes of the Main Contract.
 - (2) Except where the context otherwise requires:
 - (a) all references to “Contract” in the Main Contract and this Agreement shall be deemed to include this Agreement;
 - (b) all references to “Special Conditions of Contract” in the Main Contract and this Agreement shall be deemed to include the Special Condition of Contract contained in Schedule A to this Agreement;
4.
 - (1) Without prejudice to the Contractor’s entitlement under the Main Contract to Cost and extensions of time in respect of any causes of delay or matters which have arisen prior to the date of this Agreement, the time for completion [of the Works or any Section thereof]^{Note 4a} as stated in [the Appendix to the Form of Tender of the Main Contract / each Works Order]^{Note 4b} shall remain the same and unaffected by this Agreement.
 - (2) The rates per day of the liquidated damages and minimum liquidated damages provided under the Main Contract shall remain the same and unaffected by this Agreement.
5. The Contractor shall at its own cost comply with the obligations in relation to the use of prefabricated steel reinforcing bar products supplied by an approved prefabrication yard as provided in the Special Condition of Contract set out in Schedule A to this Agreement. Without prejudice to the generality of Clause 6 of this Agreement, the Contractor shall not be entitled to any payment, compensation, relief or extension of time for complying with such obligations.

6. Save as expressly provided herein, nothing in this Agreement shall give rise to any right or entitlement of the Contractor to claim any payment, compensation, relief or extension of time on the basis of or arising out of or in connection with this Agreement.
7. Nothing in this Agreement shall affect any of the Employer's rights or claims, whether under the Contract or under common law or in equity, that exist or may exist against the Contractor in respect of the execution of the Works under the Contract.
8. This Agreement shall represent the entire agreement between the Employer and the Contractor, and supersede any previous agreement, letters of intent or other correspondence in respect of the subject matter hereof.
9. [Name of JV Participant A] and [Name of JV Participant B] each agrees to be jointly and severally bound by the terms of this Agreement.]^{Note 1}

IN WITNESS WHEREOF this Supplementary Agreement No. [N] has been executed as a deed by the parties hereto on the date first above written.

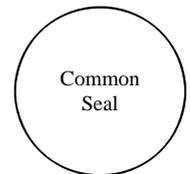
SIGNED, SEALED and DELIVERED by)
the Employer by)
[insert name and appointment of officer])
in the presence of:)
)
)
.....)
[Name])
[Occupation])
[Address])

[Signature of the officer]^{Note 5}



(a) Executed and delivered)
as a deed and the COMMON SEAL)
of [name of Contractor])
was affixed in the presence of)
[] its [director(s) or)
director and secretary or person(s) authorized to)
sign the contract by its board of directors]^{Note 6})
in the presence of a witness:)
)
.....)
[Name])
[Occupation])
[Address])

[Signature of the director(s) etc]^{Note 5}



Or

(b) Executed and delivered)
as a deed)
by [name of Contractor])
acting through)
[] (its sole director))
or)
[] and [] (its directors))
or)
[] (its director) and)
[] (its company secretary)^{Note 6})
in the presence of a witness:)
)
.....)
[Name])
[Occupation])
[Address])

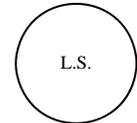
[Signature of the director(s) etc]^{Note 5}

Or

- (c) SIGNED, SEALED and DELIVERED by)
[name of Contractor] by [])
his/her/its^{Note 6} attorney under power of attorney)
dated [])

in the presence of:)
)
.....)
[Name])
[Occupation])
[Address])

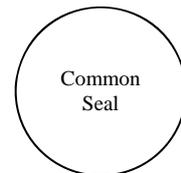
[Signature of the attorney]^{Note 5}



[For use only if Note 1 applies]^{# Note 5}

- (d) #Executed and delivered)
as a deed and the COMMON SEAL)
of [name of participant] being a participant)
of the [name of the unincorporated joint venture])
was affixed in the presence of)
[] its [director(s) or)
director and secretary or person(s))
authorized to sign the contract by its)
board of directors]^{Note 6})
in the presence of a witness:)
)
.....)
[Name])
[Occupation])
[Address])

[Signature of the director(s) etc]^{Note 5}

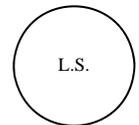


Or

(e) #Executed and delivered)
as a deed)
by [name of participant] being a participant)
of the [name of the unincorporated joint venture]) *[Signature of the*
acting through) *director(s) etc]*^{Note 5}
[] (its sole director))
or)
[] and [] (its directors))
or)
[] (its director) and)
[] (its company secretary)^{Note 6})
))
in the presence of a witness:)
))
.....)
[Name])
[Occupation])
[Address])

Or

(f) #SIGNED, SEALED and DELIVERED)
by [name of participant] being a participant)
of the [name of the unincorporated joint venture])
by []) *[Signature of the*
his/her/its^{Note 6} attorney under power of attorney) *attorney]*^{Note 5}
dated [])
))
in the presence of:)
))
.....)
[Name])
[Occupation])
[Address])



- (a) For use where a contractor which is an incorporated company executes under the deed with a Common Seal.
- (b) For use where a contractor which is an incorporated company executes under the deed without a Common Seal.
- (c) For use where a contractor, whether a firm or an incorporated company, executes through an attorney.
- (d) For use where the joint venture participant is a company incorporated in Hong Kong and executes the deed with a Common Seal.
- (e) For use where the joint venture participant is a company incorporated in Hong Kong and executes the deed without a Common Seal.

(f) For use where the joint venture participant executes the deed under a power of attorney.

Select the appropriate form and **REPEAT FOR EACH PARTICIPANT** of the unincorporated joint venture.

[Notes not forming part of this Agreement]

Note 1 : For use only if the Contractor is an unincorporated joint venture.

Note 2 : Incorporate where there is a previous supplementary agreement

Note 3a : For use in Capital Works Contract / Design and Build Contract.

Note 3b : For use in Term Contract.

Note 4a : Delete in Term Contract.

Note 4b : Select the former expression for use in Capital Works Contract / Design and Build Contract or the latter for use in Term Contract.

Note 5 : The italic parts are not part of the execution clause. They are for guidance or information only.

Note 6 : Select the correct expression for use. If none is applicable, insert an appropriate expression.

Special Condition of Contract
for Use of Off-site Prefabricated Steel Reinforcing Bar Products Supplied by
Approved Steel Reinforcing Bar Prefabrication Yard

(For incorporation into existing public works contracts including capital works contracts, term contracts, and design and build contracts of all categories of building and civil engineering works adopting General Conditions of Contract form)

SCC X (1) For the purposes of this Clause XX of these Special Conditions of Contract the following words and expressions shall have the meaning hereby assigned to them:

“approved prefabrication yard” means a prefabrication yard included in the List;

“the List” means the List of Approved Steel Reinforcing Bar Prefabrication Yards maintained by the Government;

“rebar” means a steel reinforcing bar; and

“prefabricated rebar product” includes cut and bent rebar, reinforcement cage and threaded/coupled rebar produced in an off-site prefabrication yard.

(2) Subject to the provisions of this Special Condition of Contract, prefabricated rebar products supplied by an approved prefabrication yard may be used for any part or parts of the Works. The Contractor shall not use prefabricated rebar product supplied by yards not on the List for any part of the Works. Should the Contractor opt to use prefabricated rebar products for any part or parts of the Works, he shall engage an approved prefabrication yard to supply the prefabricated rebar products and submit a proposal (hereinafter referred to in this Clause as “the Contractor’s proposal”) including but not limited to the following information to the [Engineer / Supervising Officer (hereinafter referred to in this Clause as “SO”)]^{Note 1} prior to the supply of prefabricated rebar products to the Site:

(a) the name of the approved prefabrication yard to be engaged by the Contractor (hereinafter referred to in this Clause as

- “the said approved prefabrication yard”);
- (b) the part or parts of the Works where the prefabricated rebar products produced by the said approved prefabrication yard are to be used (hereinafter referred to in this Clause as “the works concerned”);
 - (c) whether cutting and bending of rebars at the said approved prefabrication yard are involved;
 - (d) whether carrying out of the fabrication of reinforcement cages or threading / coupling of rebars using reinforcement connectors at the said approved prefabrication yard is involved; if affirmative, records showing the said approved prefabrication yard has obtained separate approval from the Government for such fabrication process(es) to be carried out at the said approved prefabrication yard; and
 - (e) the storage and traceability system of rebar products within the Site for identifying the rebars and prefabricated rebar products produced by the said approved prefabrication yard and other rebars for on-site cutting and bending or for fabrication of reinforcement cages or threading / coupling of rebars using reinforcement connectors for on-site installation. The Contractor shall seek the approval of the [Engineer / SO]^{Note 1} for such storage and traceability system prior to the delivery of prefabricated rebar products to the Site.
- (3) Further to sub-clause (2) above, upon delivery of the prefabricated rebar products to the Site, the Contractor shall submit to the [Engineer / SO]^{Note 1} the documents showing that such prefabricated rebar products are produced by the said approved prefabrication yard and are in compliance with the quality assurance scheme of the said approved prefabrication yard, and the prefabricated rebar products are in compliance with the Construction Standard CS2 / BS 4449 / BS 4482 / BS 8666 including amendments thereto and replacement thereof and other relevant prevailing technical memorandums, practice notes, codes of practice, specifications and etc. issued by the Government.

- (4) The requirements pertaining to the submission of particulars of reinforcement and testing of reinforcement under the Contract shall not apply in respect of the cut and bent rebars produced by the said approved prefabrication yard for the works concerned. Those requirements not to be applied include but are not limited to the following:

[Remark: Please adopt the provisions below if General Specification for Civil Engineering Works 2006 Edition is used under your Contract. If a new edition of the specification is adopted, please consult with the departmental contract advisor for updating the relevant information as appropriate.]

(a) Submissions

General Specification for Civil Engineering Works 2006 Edition Clauses 15.12 and 15.17(a), (e) and (f); and

(b) Testing

General Specification for Civil Engineering Works 2006 Edition Clauses 15.30, 15.31, 15.32, 15.33A, 15.36 and 15.37.

[or]

[Remark: Please adopt the provisions below if General Specification for Building 2017 Edition is used under your Contract. If a new edition of the specification is adopted, please consult with the departmental contract advisor for updating the relevant information as appropriate.]

(a) Submissions

General Specification for Building 2017 Edition Clause 6.15; and

(b) Testing

General Specification for Building 2017 Edition Clauses

6.17(i) to (v), 6.17.1, 6.17.2, 6.17.3, 6.17.4 and 6.17.5.

(5) Where the Contractor's proposal involves the carrying out of fabrication of reinforcement cages or threading / coupling of rebars using reinforcement connectors at the said approved prefabrication yard:

(i) the Contractor shall ensure that the said approved prefabrication yard has obtained separate approval from the Government for such fabrication process(es) to be carried out at the said approved prefabrication yard and shall include such records as required under sub-clause (2)(d) above when submitting the Contractor's proposal to the [Engineer / SO]^{Note 1} under sub-clause (2) above;

(ii) the requirements pertaining to the submission of particulars of reinforcement and testing of reinforcement under the Contract, including but not limited to those listed in sub-clause (4) above, shall not apply in respect of reinforcement cages, if any, produced by the said approved prefabrication yard for the works concerned; and

(iii) the requirements pertaining to the submission of particulars of reinforcement connectors and testing of reinforcement connectors under the Contract shall not apply in respect of the threaded / coupled rebars, if any, produced by the said approved prefabrication yard for the works concerned. Those requirements not to be applied include but are not limited to the following:

[Remark: Please adopt the provisions below if General Specification for Civil Engineering Works 2006 Edition is used under your Contract. If a new edition of the specification is adopted, please consult with the departmental contract advisor for updating the relevant information as appropriate.]

(a) Submissions

General Specification for Civil Engineering Works 2006 Edition Clauses 15.15 and 15.17(d); and

(b) Testing

General Specification for Civil Engineering Works 2006 Edition Clauses 15.30, 15.31, 15.32, 15.35 and 15.40.

[or]

[Remark: Please adopt the provisions below if General Specification for Building 2017 Edition is used under your Contract. If a new edition of the specification is adopted, please consult with the departmental contract advisor for updating the relevant information as appropriate.]

(a) Submissions

- The requirement on approval by the SO in General Specification for Building 2017 Edition Clause 6.24;
- Particular Specification for Mechanical Couplers^{Note 2} Clause 2.1; and

(b) Testing

Particular Specification for Mechanical Couplers^{Note 2} Clauses 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 4.1, 4.2, 4.3 and 4.4.

- (6) Save as expressly provided in sub-clauses (3) to (5) above, the engagement by the Contractor of the said approved prefabrication yard to supply prefabricated rebar products shall not relieve the Contractor from any liability or obligation under the Contract and shall not in any way limit or exclude any right or remedy which the Employer may have against the Contractor under the Contract.
- (7) In the event that the said approved prefabrication yard is removed from the List, the Contractor shall not use any rebar products produced on or after the date of removal from the List by the prefabrication yard concerned in the Works. The Contractor

shall not be entitled to any extension of time, additional payment or compensation arising out of or in connection with the removal of the prefabrication yard concerned from the List.

Notes:

1. Delete as appropriate.
2. Particular Specification for Mechanical Couplers is issued by the Architectural Services Department.

**Specimen Supplementary Agreement
for Capital Works Contracts or Term Contracts or Design and Build Contracts
of all Categories of Building and Civil Engineering Works
Adopting New Engineering Contract Form**

THE GOVERNMENT OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION

[xxxxx] DEPARTMENT

**CONTRACT NO. [xx/yy/kk]
[CONTRACT TITLE]**

SUPPLEMENTARY AGREEMENT NO. [N]

**Use of Off-site Prefabricated Steel Reinforcing Bar Products Supplied by
Approved Prefabrication Yard**

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- A Additional Condition of Contract

THE GOVERNMENT OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION
[xxxxxx] DEPARTMENT

CONTRACT NO. [xx/yy/kk]

[CONTRACT TITLE]

SUPPLEMENTARY AGREEMENT NO. [N]

THIS SUPPLEMENTARY AGREEMENT NO. [N] (which for the avoidance of doubt includes Schedule A annexed hereto) (hereinafter referred to as “this Agreement”) is made this [xx th] day of [Month/Year]

BETWEEN

- (1) The Government of the Hong Kong Special Administrative Region (hereinafter referred to as “the *Employer*”) and
- (2) [Name of Contractor/JV Participant A] of [Address of Contractor/JV Participant A] [and [Name of JV Participant B] of [Address of JV Participant B] trading as [name of unincorporated Joint Venture] at [address of unincorporated Joint Venture]]^{Note 1} (hereinafter [jointly]^{Note 1} referred to as “the Contractor”).

WHEREAS

- (A) By Contract No. [xx/yy/kk] entitled [Contract Title] made between the *Employer* and the Contractor dated the [??th] day of [Month and Year] [and subsequently amended by Supplementary Agreement No. [N-1] dated [date of execution of SA No. [N-1]]^{Note 2} ([which Contract No. [xx/yy/kk] as amended by Supplementary Agreement No. [N-1] is]^{Note 2} hereinafter referred to as “the Main Contract”), the Contractor agreed to [Provide the Works]^{Note 3a} / [Provide the Service]^{Note 3b} under the Main Contract.
- (B) Subject to the terms and conditions hereinafter contained, the *Employer* and the Contractor have agreed to amend the Main Contract to include the provisions as set out in Schedule A hereto.

NOW IT IS HEREBY AGREED as follows:-

1. This Agreement is supplemental to the Main Contract and the provisions of the Main Contract shall apply to this Agreement except as provided to the contrary herein. Except as otherwise altered by this Agreement, the terms of the Main Contract shall

remain in full force and effect in all respects. In the event of any inconsistency or ambiguity between the terms of the Main Contract and the terms of this Agreement, the latter shall take precedence.

2. The *additional conditions of contract* are hereby amended to include the Additional Condition of Contract as set out in Schedule A to this Agreement.
3. (1) Subject to sub-clause (2) of this Clause, words, phrases and terms appearing in this Agreement and defined in the Main Contract shall have the same meaning for the purposes of this Agreement as they have for the purposes of the Main Contract.

(2) Except where the context otherwise requires:
 - (a) all references to “contract” in the Main Contract and this Agreement shall be deemed to include this Agreement;
 - (b) all references to “*additional conditions of contract*” in the Main Contract and this Agreement shall be deemed to include the Additional Condition of Contract contained in Schedule A to this Agreement;
4. (1) Without prejudice to the Contractor’s entitlement under the Main Contract to changes to the Prices[, Completion Date and Key Dates]^{Note 3a} / [and Task Completion Dates]^{Note 3b} in respect of any causes of delay or matters which have arisen prior to the date of this Agreement, the [Completion Date and Key Dates/ Task Completion Dates]^{Note 4} as stated in [the Contract Data Part one / each Task Order]^{Note 4} shall remain the same and unaffected by this Agreement.

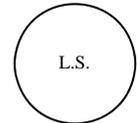
(2) The rates per day of the delay damages and minimum delay damages provided under the Main Contract shall remain the same and unaffected by this Agreement.
5. The Contractor shall at its own cost comply with the obligations in relation to the use of prefabricated steel reinforcing bar products supplied by an approved prefabrication yard as provided in the Additional Condition of Contract set out in Schedule A to this Agreement. Without prejudice to the generality of Clause 6 of this Agreement, the Contractor shall not be entitled to any changes to the Prices[, Completion Date or Key Dates]/[or Task Completion Dates]^{Note 4} for complying with such obligations.
6. Save as expressly provided herein, nothing in this Agreement shall give rise to any right or entitlement of the Contractor to changes to the Prices[, Completion Date or Key Dates]/[or Task Completion Dates]^{Note 4} on the basis of or arising out of or in connection with this Agreement.

7. Nothing in this Agreement shall affect any of the Employer's rights or claims, whether under this contract or under common law or in equity, that exist or may exist against the Contractor in respect of the provision of the [*works / service*]^{Note 4} under this contract.
8. This Agreement shall represent the entire agreement between the Employer and the Contractor, and supersede any previous agreement, letters of intent or other correspondence in respect of the subject matter hereof.
9. [Name of JV Participant A] and [Name of JV Participant B] each agrees to be jointly and severally bound by the terms of this Agreement.]^{Note 1}

IN WITNESS WHEREOF this Supplementary Agreement No. [N] has been executed as a deed by the parties hereto on the date first above written.

SIGNED, SEALED and DELIVERED by)
the *Employer* by)
[insert name and appointment of officer])
in the presence of:)
)
)
.....)
[Name])
[Occupation])
[Address])

[Signature of the officer]^{Note 5}



(a) Executed and delivered)
as a deed and the COMMON SEAL)
of [name of Contractor])
was affixed in the presence of)
[] its [director(s) or)
director and secretary or person(s) authorized to)
sign the contract by its board of directors]^{Note 6})
in the presence of a witness:)
)
.....)
[Name])
[Occupation])
[Address])

[Signature of the director(s) etc]^{Note 5}



Or

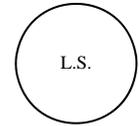
(b) Executed and delivered)
as a deed)
by [name of Contractor])
acting through)
[] (its sole director))
or)
[] and [] (its directors))
or)
[] (its director) and)
[] (its company secretary)^{Note 6})
in the presence of a witness:)
)
.....)
[Name])
[Occupation])
[Address])

[Signature of the director(s) etc]^{Note 5}

Or

(c) SIGNED, SEALED and DELIVERED by)
[name of Contractor] by [])
his/her/its^{Note 6} attorney under power of attorney)
dated [])
in the presence of:)
.....)
[Name])
[Occupation])
[Address])

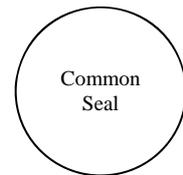
*[Signature of the
attorney]^{Note 5}*



[For use only if Note 1 applies]^{# Note 5}

(d) #Executed and delivered)
as a deed and the COMMON SEAL)
of [name of participant] being a participant)
of the [name of the unincorporated joint venture])
was affixed in the presence of)
[] its [director(s) or)
director and secretary or person(s))
authorized to sign the contract by its)
board of directors]^{Note 6})
in the presence of a witness:)
.....)
[Name])
[Occupation])
[Address])

*[Signature of the
director(s) etc]^{Note 5}*

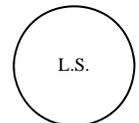


Or

(e) #Executed and delivered)
as a deed)
by [name of participant] being a participant)
of the [name of the unincorporated joint venture]) *[Signature of the*
acting through) *director(s) etc]*^{Note 5}
[] (its sole director))
or)
[] and [] (its directors))
or)
[] (its director) and)
[] (its company secretary)^{Note 6})
in the presence of a witness:)
.....)
[Name])
[Occupation])
[Address])

Or

(f) #SIGNED, SEALED and DELIVERED)
by [name of participant] being a participant)
of the [name of the unincorporated joint venture])
by []) *[Signature of the*
his/her/its^{Note 6} attorney under power of attorney) *attorney]*^{Note 5}
dated [])
in the presence of:)
.....)
[Name])
[Occupation])
[Address])



- (a) For use where a contractor which is an incorporated company executes under the deed with a Common Seal.
- (b) For use where a contractor which is an incorporated company executes under the deed without a Common Seal.
- (c) For use where a contractor, whether a firm or an incorporated company, executes through an attorney.
- (d) For use where the joint venture participant is a company incorporated in Hong Kong and executes the deed with a Common Seal.
- (e) For use where the joint venture participant is a company incorporated in Hong Kong and executes the deed without a Common Seal.

- (f) For use where the joint venture participant executes the deed under a power of attorney.
- # Select the appropriate form and **REPEAT FOR EACH PARTICIPANT** of the unincorporated joint venture.

[Notes not forming part of this Agreement]

Note 1 : For use only if the Contractor is an unincorporated joint venture.

Note 2 : Incorporate where there is a previous supplementary agreement

Note 3a : For use in Capital Works Contract / Design and Build Contract.

Note 3b : For use in Term Contract.

Note 4 : Select the former expression for use in Capital Works Contract / Design and Build Contract or the latter for use in Term Contract.

Note 5 : The italic parts are not part of the execution clause. They are for guidance or information only.

Note 6 : Select the correct expression for use. If none is applicable, insert an appropriate expression.

**Additional Condition of Contract
for Use of Off-site Prefabricated Steel Reinforcing Bar Products Supplied by
Approved Steel Reinforcing Bar Prefabrication Yard**

(For incorporation into existing public works contracts including capital works contracts, term contracts, and design and build contracts of all categories of building and civil engineering works adopting New Engineering Contract form)

ACC X (1) For the purposes of this Clause XX of these *additional conditions of contract*, the following words and expressions shall have the meaning hereby assigned to them:

“approved prefabrication yard” means a prefabrication yard included in the List;

“the List” means the List of Approved Steel Reinforcing Bar Prefabrication Yards maintained by the Government;

“rebar” means a steel reinforcing bar; and

“prefabricated rebar product” includes cut and bent rebar, reinforcement cage and threaded/coupled rebar produced in an off-site prefabrication yard.

(2) Subject to the provisions of this *additional condition of contract*, prefabricated rebar products supplied by an approved prefabrication yard may be used for any part or parts of the [works]/[service]^{Note 1}. The Contractor shall not use prefabricated rebar product supplied by yards not on the List for any part of [works/service]^{Note 1}. Should the Contractor opt to use prefabricated rebar products for any part or parts of [works/service], he shall engage an approved prefabrication yard to supply the prefabricated rebar products and submit a proposal (hereinafter referred to in this Clause as “the Contractor’s proposal”) including but not limited to the following information to the [Project Manager / Service Manager]^{Note 1} prior to the supply of prefabricated rebar products to the Site:

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- (a) the name of the approved prefabrication yard to be engaged by the *Contractor* (hereinafter referred to in this Clause as “the said approved prefabrication yard”);
 - (b) the part or parts of the [*works/service*]^{Note 1} where the prefabricated rebar products produced by the said approved prefabrication yard are to be used (hereinafter referred to in this Clause as “the works concerned”);
 - (c) whether cutting and bending of rebars at the said approved prefabrication yard are involved;
 - (d) whether carrying out of the fabrication of reinforcement cages or threading / coupling of rebars using reinforcement connectors at the said approved prefabrication yard is involved; if affirmative, records showing the said approved prefabrication yard has obtained separate approval from the Government for such fabrication process(es) to be carried out at the said approved prefabrication yard; and
 - (e) the storage and traceability system of rebar products within the Site for identifying the rebars and prefabricated rebar products produced by the said approved prefabrication yard and other rebars for on-site cutting and bending or for fabrication of reinforcement cages or threading / coupling of rebars using reinforcement connectors for on-site installation. The *Contractor* shall seek the approval of the [*Project Manager / Service Manager*]^{Note 1} for such storage and traceability system prior to the delivery of prefabricated rebar products to the Site.
- (3) Further to sub-clause (2) above, upon delivery of the prefabricated rebar products to the Site, the *Contractor* shall submit to the [*Project Manager / Service Manager*]^{Note 1} the documents showing that such prefabricated rebar products are produced by the said approved prefabrication yard and are in compliance with the quality assurance scheme of the said approved prefabrication yard, and the prefabricated rebar products are in compliance with the Construction Standard CS2 / BS 4449 / BS 4482 / BS 8666 including amendments thereto and replacement thereof and other relevant prevailing technical
-

memorandums, practice notes, codes of practice, specifications and etc. issued by the Government.

- (4) The requirements pertaining to the submission of particulars of reinforcement and testing of reinforcement under this contract shall not apply in respect of the cut and bent rebars produced by the said approved prefabrication yard for the works concerned. Those requirements not to be applied include but are not limited to the following:

[Remark: Please adopt the provisions below if General Specification for Civil Engineering Works 2006 Edition is used under your contract. If a new edition of the specification is adopted, please consult with the departmental contract advisor for updating the relevant information as appropriate.]

(a) Submissions

General Specification for Civil Engineering Works 2006 Edition Clauses 15.12 and 15.17(a), (e) and (f); and

(b) Testing

General Specification for Civil Engineering Works 2006 Edition Clauses 15.30, 15.31, 15.32, 15.33A, 15.36 and 15.37.

[or]

[Remark: Please adopt the provisions below if General Specification for Building 2017 Edition is used under your contract. If a new edition of the specification is adopted, please consult with the departmental contract advisor for updating the relevant information as appropriate.]

(a) Submissions

General Specification for Building 2017 Edition Clause 6.15; and

(b) Testing

General Specification for Building 2017 Edition Clauses 6.17(i) to (v), 6.17.1, 6.17.2, 6.17.3, 6.17.4 and 6.17.5.

(5) Where the Contractor's proposal involves the carrying out of the fabrication of reinforcement cages or threading / coupling of rebars using reinforcement connectors at the said approved prefabrication yard:

(i) the *Contractor* shall ensure that the said approved prefabrication yard has obtained separate approval from the Government for such fabrication process(es) to be carried out at the said approved prefabrication yard and shall include such records as required under sub-clause (2)(d) above when submitting the Contractor's proposal to the [*Project Manager / Service Manager*]^{Note 1} under sub-clause (2) above.

(ii) the requirements pertaining to the submission of particulars of reinforcement and testing of reinforcement under this contract, including but not limited to those listed in sub-clause (4) above, shall not apply in respect of reinforcement cages, if any, produced by the said approved prefabrication yard for the works concerned; and

(iii) the requirements pertaining to the submission of particulars of reinforcement connectors and testing of reinforcement connectors under this contract shall not apply in respect of the threaded / coupled rebars, if any, produced by the said approved prefabrication yard for the works concerned. Those requirements not to be applied include but are not limited to the following:

[Remark: Please adopt the provisions below if General Specification for Civil Engineering Works 2006 Edition is used under your contract. If a new edition of the specification is adopted, please consult with the departmental contract advisor for updating the relevant information as appropriate.]

(a) Submissions

General Specification for Civil Engineering Works 2006 Edition Clauses 15.15 and 15.17(d); and

(b) Testing

General Specification for Civil Engineering Works 2006 Edition Clauses 15.30, 15.31, 15.32, 15.35 and 15.40.

[or]

[Remark: Please adopt the provisions below if General Specification for Building 2017 Edition is used under your contract. If a new edition of the specification is adopted, please consult with the departmental contract advisor for updating the relevant information as appropriate.]

(a) Submissions

- The requirement on approval by the relevant officer in General Specification for Building 2017 Edition Clause 6.24;
- Particular Specification for Mechanical Couplers^{Note 2} Clause 2.1; and

(b) Testing

Particular Specification for Mechanical Couplers^{Note 2} Clauses 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 4.1, 4.2, 4.3 and 4.4.

(6) Save as expressly provided in sub-clauses (3) to (5) above, the engagement by the *Contractor* of the said approved prefabrication yard to supply prefabricated rebar products shall not relieve the *Contractor* from any liability or obligation under this contract and shall not in any way limit or exclude any right or remedy which the *Employer* may have against the *Contractor* under this contract.

(7) In the event that the said approved prefabrication yard is removed from the List, the *Contractor* shall not use any rebar products

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produced on or after the date of removal from the List by the prefabrication yard concerned in the [*works / service*]^{Note 1}. For the avoidance of doubt, the removal of the said approved prefabrication yard from the List is not a compensation event. The *Contractor* shall not be entitled to any changes to [Key Dates, Completion Date]/[any Task Completion Date]^{Note 1} or the Prices arising out of or in connection with the removal of the prefabrication yard concerned from the List.

Notes:

1. Delete as appropriate.
2. Particular Specification for Mechanical Couplers is issued by the Architectural Services Department.