THE GOVERNMENT OF
THE HONG KONG SPECIAL ADMINISTRATIVE REGION

[INSERT PROCURING DEPARTMENT]

CONTRACT NO. [INSERT CONTRACT NO.]

[INSERT CONTRACT TITLE]

CONTRACT DATA PART ONE
CONTRACT DATA

Part one - Data provided by the Employer

1 General

- The conditions of contract are the core clauses and the clauses for main Option [Insert selected main Option], secondary Options [Insert selected secondary Options and commonly used secondary Options include X1, X5, X7, X15, X16, X20] and Z of the NEC3 Engineering and Construction Contract (April 2013) published by Thomas Telford Limited, as amended or supplemented by the Schedule to the Articles of Agreement, and include the additional conditions of contract.

- The works are [Insert brief description of the works] as more particularly described in the General Particulars Clause [Insert appropriate clause reference] under the Works Information.

- The Employer is the Government of the Hong Kong Special Administrative Region.

- The Project Manager* is

  [Insert post of public officer and government department, or post of consultant’s staff, project consultant’s name on behalf of “state project consultant’s name” and state associated consultancy agreement number and title as appropriate]

  Address: [Insert address]

- The Supervisor* is

  [Insert post(s) of public officer(s) and government department, or post(s) of consultant’s staff, project consultant’s name on behalf of “state project consultant’s name” and state associated consultancy agreement number and title, for different parts of the works as appropriate]

  Address: [Insert address]

- The Adjudicator is to be appointed in accordance with Clause G1A of the additional conditions of contract. [Optional Clause]

- The tribunal is the arbitrator in accordance with Clause **G1A/**G1B of the additional conditions of contract.

* Where a person is appointed to be the Project Manager or the Supervisor or the delegate of either and is described as the holder for the time being of a Public Office, any person for the time being lawfully discharging the functions of that Public Office or any part of such functions and any person appointed to act in or perform the duties of such Public Office or any part of such duties for the time being may carry out the duties and may exercise the powers of the Project Manager or the Supervisor or the delegate of either as the case may be.

** Delete as appropriate.
• The Works Information is in the document entitled “Works Information” bound with other contract documents.

• The Site Information is in the document entitled “Site Information” bound with other contract documents.

• The boundaries of the site are shown on drawing nos. [Insert appropriate drawing no.].

• The language of this contract is English.

• The law of the contract is the law of the Hong Kong Special Administrative Region.

• The period for reply is six weeks for events requiring to obtain confirmation of no objection from the Employer in accordance with clause B1 of the additional conditions of contract, or three weeks for other events.

• The following matters will be included in the Risk Register:
  1. [Insert the risks]
  2. 
  3. 
  4. 
  5. 
  6. 
  7. 
  8. 
  9. 
  10. 

3 Time

• The starting date is the date which is within [2 weeks – subject to review by Project Office] from the Contract Date and as notified by the Project Manager after acceptance of tender.
- The access dates are:

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<th>Part of the Site</th>
<th>Date</th>
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- The Contractor is to submit a first programme for acceptance within [2 weeks – subject to review by Project Office] of the Contract Date.

- The Contractor submits revised programmes for acceptance at intervals no longer than [1 month – subject to review by Project Office].

- The completion date for the whole of the works is the date of [XXX days – subject to review by Project Office] after the starting date.

- The period for the Establishment Works is [365 days – subject to review by Project Office]. [Optional Clause]

- The period for the Aftercare to Old and Valuable Trees is [365 days – subject to review by Project Office]. [Optional Clause]

4 Testing and Defects

- The defects date is [12 months – subject to review by Project Office] after Completion of the whole of the works.

- The defect correction period is [12 weeks – subject to review by Project Office] except that

  - The defect correction period for [XXX] is [XXX weeks – subject to review by Project Office].

5 Payment

- The currency of this contract is Hong Kong Dollar.

- The assessment interval is [1 month – subject to review by Project Office].

- The interest rate is a rate equal to the average of the best lending rates for Hong Kong dollars quoted from time to time by the note-issuing banks plus 1% p.a. For the purposes of this provision, “note-issuing bank” has the same meaning as in the Legal Tender Notes Issue Ordinance (Chapter 65 of the Laws of Hong Kong).

- The Contractor’s share percentages and the share ranges are [Applicable for Options C and D]

<table>
<thead>
<tr>
<th>share range</th>
<th>Contractor’s share percentage</th>
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<tr>
<td>less than or equal to 110%</td>
<td>50%</td>
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<tr>
<td>Greater than 110%</td>
<td>100%</td>
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</table>
The Contractor prepares forecasts of Defined Cost for the works at intervals no longer than 1 month. [Applicable for Options C and D]

The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) caused by activity in connection with this contract for any one event is [HK$XXX – subject to review by Project Office].

The Contractor effects and maintains professional indemnity insurance for a minimum amount as stated in Clause F5(1) of the additional conditions of contract, in respect of the Contractor’s design, except the Cost Savings Design. Coverage and indemnity are in compliance with Clause F5 of the additional conditions of contract. [Optional Clause]

Each of the Contractor’s Designer and Independent Checking Engineer effects and maintains professional indemnity insurance for a minimum amount as stated in Clause F5(2) of the additional conditions of contract, in respect of the Contractor’s design, except the Cost Savings Design. Coverage and indemnity are in compliance with Clause F5 of the additional conditions of contract. [Optional Clause]

The Contractor effects and maintains professional indemnity insurance for a minimum amount as notified by the Employer to the Contractor in accordance with Clause F6(1) of the additional conditions of contract, in respect of the Cost Savings Design. Coverage and indemnity are in compliance with Clause F6 of the additional conditions of contract. [Optional Clause]

Each of the Contractor’s Designer and Independent Checking Engineer effects and maintains professional indemnity insurance for a minimum amount as notified by the Employer to the Contractor in accordance with Clause F6(2) of the additional conditions of contract, in respect of the Cost Savings Design. Coverage and indemnity are in compliance with Clause F6 of the additional conditions of contract. [Optional Clause]


1) General Preambles of this contract; and

2) Particular Preambles of this contract.

The completion date for each section of the works is

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<th>section</th>
<th>completion date</th>
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The Works Information contains detailed description of each section of the works.

Delay damages for each section of the works are

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<thead>
<tr>
<th>section</th>
<th>amount per day in HK$</th>
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The minimum amounts of delay damages for each section of the works are

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<th>section</th>
<th>amount per day in HK$</th>
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In computing the above delay damages, the Employer has not taken into account the Employer's liability for fees including economic cost under the Land (Miscellaneous Provisions) Ordinance, Cap. 28 ("the Ordinance") for any extension in respect of a permit referred to in sections 10A(3) and 10D(4) of the Ordinance. – subject to review by Project Office.

The retention free amount is [HK$0.00 – subject to review by Project Office].

The retention percentage is [X% - subject to review by Project Office].

The limit of amount retained is [HK$XX.XX – subject to review by Project Office] [Optional Clause]

The incentive schedule for Key Performance Indicators is in Appendix [X] to this Contract Data Part one.

A report of performance against each Key Performance Indicator is provided at intervals of 1 month.
The additional conditions of contract are set out in the document entitled “Additional Conditions of Contract” which forms part of this contract.

Clause B5 of the additional conditions of contract - Section Subject to Excision [Optional Clause]

The time for ordering the “Section Subject to Excision” for section [XXX – subject to review by Project Office] is within [XXX days – subject to review by Project Office] commencing from and including the starting date.