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THE GOVERNMENT OF
THE HONG KONG SPECIAL ADMINISTRATIVE REGION

[INSERT PROCURING DEPARTMENT]

CONTRACT NO. [INSERT CONTRACT NO.]

[INSERT CONTRACT TITLE]

WORKS INFORMATION

GENERAL PARTICULARS
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WORKS INFORMATION

GENERAL PARTICULARS

1.1 The Works Information comprises:

(a) these General Particulars;

(b) the Specifications as stated in Clause 4.1 below;

(c) all drawings as referred to in the Specifications to form part of this contract ("Drawings");

(d) the submissions on technical resources and technical proposals made by the Contractor in his tender but subject to the provisions of other contract documents in accordance with clause A2 of the additional conditions of contract; [Optional]

(e) the Preambles to the Specifications as referred to in Clause 4.2 below;

(f) the insurance policies as referred to in Clause 16.1 below; and

(g) [Insert other information as appropriate].

[Project Office to amend as appropriate]

2.1 The works to be executed under this contract involve [Insert the brief summary of the works], as more particularly described in the Works Information.

2.2 The description of the works as given in Clause 2.1 above is not to be considered as limiting or restricting the extent of the works in any manner whatsoever.

3.1 The Contractor is responsible for the design of the parts of the works as specified in Clause [Insert appropriate clause reference] of the Particular Specification and Section F of the additional conditions of contract. [Optional]

3.2 The Contractor is responsible for the design of all temporary work of every kind required for the construction, Completion and maintenance of the works.
Specifications 4.1 The Specifications consist of the General Specification (GS) and the Particular Specification (PS) as stated below:


(b) The PS, which is contained in Annex 2 to this Works Information, consists of the following sections:

[Insert appropriate section number and title.]

4.2 The GS and the PS are to be read in conjunction with the Preambles to the Specifications as contained in Annex 1 to this Works Information.

Drawings 5.1 The Drawings as listed in Appendix [Insert appropriate reference] of the PS, including those standard drawings issued by the relevant Government departments as listed in Appendix [Insert appropriate reference] of the PS but not separately bounded to this contract, form part of this Works Information.

5.2 The Project Manager may issue such additional and amended drawings as he considers necessary during the progress of the works.

5.3 References to any Drawing number shall correspond to the latest revision of the referred Drawing.

Constraints on Providing the Works 6.1 Constraints on how the Contractor is to Provide the Works are described in the GS, the PS and the Drawings.

Key people 7.1 The key people of the Contractor include the following:

(a) Construction Manager;
(b) Site Agent; and
(c) [Insert other post(s) as appropriate]

7.2 The Contractor has to refer to this Works Information including Clause [Insert appropriate reference] of the PS and Clause [1.12] of the GS in making proposal of these key people and make sure that all the specified requirements are satisfied. [Optional]

7.3 The Contractor has to refer to his tender submission on technical resources and this Works Information including Clause [Insert appropriate reference] of the PS and Clause [1.12] of the GS in making proposal of these key people and make sure that all the specified requirements are satisfied. [Optional]

Programme 8.1 In addition to the provisions of NEC Clause 31.2, the Contractor takes into account on the details and requirements of programme submission as described in Clause [1.08] of the GS and Clause [Insert appropriate reference] of the PS.
The completion dates for the whole of the works and each section of the works are stated in the Contract Data Part one. The Contractor is required to complete each section of the works by the respective Completion Date except the following:

(a) Any work, service and action as decided by the Project Manager as outstanding work prior to Completion which will not prevent the Employer from using the works and Others from doing their work after Completion; and

(b) Any work, service and action as stated in this Works Information to be undertaken and completed even after Completion, including but not limited to the preliminaries, safety and environmental management work, Establishment Works, aftercare to old and valuable trees, etc.

Prior to Completion to be certified by the Project Manager, the Contractor proposes his planned date(s) for completion of the work, service and action as referred to in sub-clause (a) of Clause 9.1 above for acceptance by the Project Manager. A reason for not accepting the proposed date(s) is that more information is needed to assess the Contractor’s proposal fully or the proposed date(s) is/are not practical.

In connection with NEC Clause 11.2(5), any work, service and action as referred to in sub-clause (a) of Clause 9.1 above shall not constitute a Defect itself or shall not be construed to contain any Defect unless and until either of the following scenarios arises:

(a) Any part of the work, service and action done by the Contractor by the accepted date(s) in accordance with Clause 9.2 above shall constitute a notified Defect when the Supervisor notifies the Contractor that such part of the work, service and action done falls into the definition of a Defect under NEC Clause 11.2(5); or

(b) Any part of the work, service or action left unfinished by the accepted date(s) in accordance with Clause 9.2 above shall constitute a notified Defect following notification to the Contractor by the Supervisor.

In connection with NEC Clause 11.2(5), any work, service and action as referred to in sub-clause (b) of Clause 9.1 above shall not constitute a Defect itself or shall not be construed to contain any Defect unless and until either of the following scenarios arises:

(a) Any part of the work, service and action done by the Contractor by the relevant finish date(s) as stated in the Works Information shall constitute a notified Defect when the Supervisor notifies the Contractor that such part of the work, service and action done falls into the definition of a Defect under NEC Clause 11.2(5); or

(b) Any part of the work, service or action left unfinished by the relevant finish date(s) as stated in the Works Information shall constitute a notified Defect following notification to the Contractor by the Supervisor.

The works are divided into [insert appropriate number] sections as described below:

[Please list and describe each section.]
Tests

11.1 The Contractor carries out, facilitates or assists the carrying out of the tests as stipulated in this contract, including but not limited to those specified in the GS, the PS and the Drawings.

11.2 All Plant, Materials and workmanship are to be in accordance with this contract and subject to such tests and inspections as this contract requires at the place(s) of manufacture, the Working Areas, or such other place(s) as may be specified in this contract.

11.3 Tests to be carried out in the Employer’s laboratories in connection with the works are free of charge.

Title

12.1 Title to earthworks material is stipulated in Clause [6.12] of the GS.

Accounts and records related to the Defined Cost

13.1 The Contractor provides the information to support the assessment of the amount due at each assessment date, in respect to the part related to the Defined Cost, including but not limited to the following:

(a) People

- Daily reports summarising the total daily hours for the People employed within the Working Areas and the operational activities;
- Payroll summaries together with banks records and MPF records;
- All one-off costs relating to the People employed within the Working Areas presented separately;
- Sick leave and annual leave records relating to the People employed within the Working Areas;
- Time-sheet of part-time employees; and
- Amendments to the attendance record of the People with justifications certified by the Site Agent of the Contractor.

(b) Equipment

- Cross-referenced documentation, invoices, credit notes, discount vouchers, delivery notes, requisitions and so on in respect of all Equipment utilised and for which payment is applied;
- Other records required on the Equipment with regard to the economic utilisation, details of delivery to and taken away from the Working Areas, standing time, proof of competitively tendered or open market rates, minimum hire charges, etc.; and
- Procedures to monitor and ensure reasonable availability and utilisation of the Equipment and relevant site records checked against the allowable threshold(s).

(c) Plant and Materials

- Cross-referenced documentation, invoices, credit notes, discount vouchers, delivery notes, requisitions and so on in respect of all Plant and Materials supplied and for which payment is applied;
- Other records required on the Plant and Materials with regard to the economic utilisation, details of delivery to and taken away from the Working Areas, proof of competitively tendered or open market rates, etc.; and
- Procedures to monitor and minimize wastage of the Plant and Materials and relevant site records checked against the maximum allowable wastage percentage(s).
(d) **Charges**

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

(e) **Insurance**

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

(f) **Subcontractor Management Plan**

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

(g) **Subcontracts**

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

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**Payment Checking Mechanism**

14.1 Full checking of all applied payment items related to the Defined Cost shall be carried out by the Project Manager for the first six payment applications. Starting from the seventh payment application and onwards, sample checking mechanism as illustrated below shall be adopted by the Project Manager:

(a) All applied payment items related to People, insurance and subcontracts and all other items with each value exceeding HK$300,000 shall be subject to full checking;

(b) The total value of sampled items in each category of cost components shall not be less than [Insert appropriate number] % of the total applied value of all items other than those covered by sub-clause (a) above in the respective category of cost components in each payment application;

(c) The total number of sampled items in each category of cost components shall not be less than [Insert appropriate number] % of the total number of all items other than those covered by sub-clause (a) above in the respective category of cost components in each payment application;

(d) Sampling of items shall be on a random basis to ensure unpredictability in selection of items;
(e) If the total value of the sampled items with irregularities identified by the Project Manager exceeds [Insert appropriate number] % of the total applied value of all items other than those covered by sub-clause (a) above in a particular category of cost components, the Project Manager shall conduct full checking for that particular payment application and the subsequent payment application.

Specimen of Insurance Policy

Optional

15.1 The specimen of insurance policy for the 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 is at Annex 3 to this Works Information.

Partnering Workshops

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

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

Reasons for not accepting a submission made by the Contractor

17.1 In addition to other reasons stated in this contract, a reason for not accepting a submission made by the Contractor is that it does not comply with the Works Information, conditions of contract, additional conditions of contract and/or the law of the contract.

Computer-Aided-Drafting (CAD) Standard for Works Projects (CSWP)

18.1 CAD drawings shall be prepared conforming to the CAD Standard for Works Project version 1.03.00 (or later versions as agreed between the Employer and the Contractor from time to time) as posted on the Development Bureau's web site http://www.devb.gov.hk/cswp.