

Library of Standard Amendments to NEC4 PSC (Option A) Standard Documents (~~January~~ March 2026)

NEC4 PSC Clause No.	Action	Details	Rationale	Related GCE/ SCE/ TC/ Memo
11.2(5)	Replace	the entire clause with the following: “A Corrupt Act is the offering, soliciting or accepting of any advantage as defined in the Prevention of Bribery Ordinance (Cap. 201) when conducting business in connection with the contract.”		N.A.
11.2(8A)	Add	the following new clause 11.2(8A) after clause 11.2(8): “(8A) The Independent Commission Against Corruption is the Independent Commission Against Corruption of the Hong Kong Special Administrative Region established under the Independent Commission Against Corruption Ordinance (Cap. 204).”		N.A.
11.2(10)	Replace	“ <i>Adjudicator</i> ” with “ <i>Adjudicator, the Arbitrator</i> ”.	To follow the dispute resolution clause.	N.A.
11.2(14)	Replace	the entire clause with the following: “A Subcontractor is a person or organisation who has a contract with the <i>Consultant</i> to provide part of the <i>service</i> , except for the supply of people paid for by the <i>Consultant</i> according to the time they work. Subcontractor(s) include “Sub-consultant(s)”, “sub-consultant(s)”, “Subconsultant(s)” or “subconsultant(s)” which would appear in the quotation document and the contract.”		N.A.
12.5 to 12.11	Add	new sub-clauses 12.5 to 12.11 after sub-clause 12.4 as follows: “12.5 Nothing in the contract confers or purports to confer any benefit on any third party and no third party can enforce a term of the contract under the Contracts (Rights of Third Parties) Ordinance (Cap. 623). 12.6 All references to “this contract” or “the contract” are to the contract as supplemented or amended from time to time. 12.7 All references to the “ <i>conditions of contract</i> ” are to the <i>conditions of contract</i> described in Part One of the Contract Data and as supplemented or amended from time to time. 12.8 All references to the “ <i>additional conditions of contract</i> ” are to the <i>additional conditions of contract</i> described in Part One of the Contract Data and as supplemented or amended from time to time. 12.9 All references to a condition, clause, sub-clause or provision of the <i>conditions of contract</i> or <i>additional conditions of contract</i> are to the condition, clause, sub-clause or provision of the <i>conditions of contract</i> or <i>additional conditions of contract</i> , and as supplemented or amended from time to time. 12.10 Headings are inserted for ease of reference only and shall not affect construction of the contract. 12.11 References in the contract to a document shall: • include all schedules, appendices, annexures and other materials attached to such document, and • mean the same as supplemented or amended from time to time.”		SDEV memo ref. DEVB(W) 510/33/02 dated 8.7.2022
13.9	Replace	“in the Scope” with “in the contract” in the last sentence.	To align with Clause B4 of <i>additional conditions of contract</i> .	N.A.
14.1	Add	“, nor do the <i>Service Manager</i> ’s assessment, certificates or other acts or omissions” at the end of the clause.		N.A.
14.3	Delete	the second and last sentences.		N.A.
17.1	Replace	the entire clause with the following: “The <i>Consultant</i> and any person employed by or contracted to it or a Subcontractor do not do a Corrupt Act.”		N.A.

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17.2	Replace	the entire clause with the following: “The <i>Consultant</i> and any person employed by or contracted to it or a Subcontractor notify the <i>Client</i> and the Independent Commission Against Corruption as soon as they become aware of a Corrupt Act.”		N.A.
17.3	Replace	the entire clause with the following: “The <i>Consultant</i> takes action to prevent and stop a Corrupt Act of a Subcontractor or supplier of which it is, or should be, aware.”		N.A.
17.4	Add	the following new clause 17.4 after clause 17.3: “The <i>Consultant</i> includes equivalent provisions to these in its subcontracts and supply contracts and requires Subcontractors to include equivalent provisions in their subcontracts.”		N.A.
18.1	Replace	“at the Contract Date” in the fourth bullet with “at the <i>closing date for proposal submission</i> ”.		N.A.
	Replace	“the <i>Service Manager</i> gives an instruction to the <i>Consultant</i> stating how the event is to be dealt with” at the end of the clause with “after discussing with the <i>Consultant</i> different ways of dealing with the event, the <i>Service Manager</i> gives an instruction to the <i>Consultant</i> stating how the event is to be dealt with.”.	To encourage the <i>Consultant</i> to resolve the problems rather than automatically looking to the <i>Service Manager</i> for an instruction.	N.A.
20.2	Replace	“skill and care” with “skill, care and diligence”.	To ensure the <i>Consultant</i> has obligation to act with diligence.	GCE 22
20.3	Replace	“skill and care” with “skill, care and diligence”.	To ensure the <i>Consultant</i> has obligation to act with diligence.	GCE 22
20.4	Replace	“ <i>expenses</i> ” with “Defined Cost and <i>expenses</i> ”.		N.A.
21.1	Replace	the entire clause with the following: “The <i>Consultant</i> either provides each <i>key person</i> named to do the job stated in the Contract Data or provides a replacement person who has been accepted by the <i>Service Manager</i> . The <i>Consultant</i> submits the name, relevant qualifications and experience of a proposed replacement person to the <i>Service Manager</i> for acceptance. A reason for not accepting the person is that <ul style="list-style-type: none"> • their relevant qualifications and experience are not as good as those of the person who is to be replaced, or • there exists any matters which may render the <i>Service Manager</i> to cast doubt on the proposed person’s capabilities to take up the duties concerned in a competent manner, including but not limited to any recorded incident of poor conduct or performance within the preceding three years counting from the date of the <i>Consultant</i>’s submission.” 	To provide a reason for not accepting a person if the <i>Service Manager</i> has doubt on the proposed person’s capabilities to take up the duties in a competent manner.	SDEV memo ref. DEVBWB WP4S-022-002-002-001 dated 23.1.2026
23.2	Replace	the entire clause with the following: “The <i>Consultant</i> only appoints a Subcontractor named in the Contract Data or a replacement Subcontractor who is proposed to and accepted by the <i>Service Manager</i> . A reason for not accepting the proposed Subcontractor is that: <ul style="list-style-type: none"> • its appointment will not allow the <i>Consultant</i> to Provide the Service, or • its relevant qualifications and experience (or those of its relevant staff) are not as good as those of the <i>Consultant</i> or any existing Subcontractor being replaced.” 	To reflect the intention that Subcontractor will be named in the Contract Data Part two but recognise that there may be proposals for replacement.	GCE 38 GCE 39
23.3	Delete	the first bullet point.		N.A.

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<u>24.1</u>	Replace	<u>“where necessary” with “as stated in the Scope”</u>		<u>N.A.</u>
25.1	Add	“The <i>Consultant</i> does not transfer the benefit of the contract or any rights under it.” after the last sentence.	To align with Clause B10 of <i>additional conditions of contract</i> .	N.A.
26	Delete	the whole clause 26.	To align with Clause B17 of <i>additional conditions of contract</i> .	N.A.
<u>30.2</u>	Replace	<u>the entire clause with the following:</u> <u>“The <i>Service Manager</i> decides the date of Completion and certifies it within one week of the date or, if a different period is stated in the Contract Data, within the period stated.”</u>		<u>N.A.</u>
41.1	Replace	“they becomes” at the first sentence with “as either of them become”.	To make clear that either <i>Client</i> or <i>Consultant</i> shall notify the other once either of them becomes aware of a defect.	N.A.
50.2	Add	“two weeks” in the first sentence before “before each assessment date”.	To allow more time for the <i>Service Manager</i> to assess the application.	N.A.
50.3	Add	“two weeks” in the first sentence before “before the assessment date”.		N.A.
	Replace	the fourth bullet point with the following: “• less amounts to be paid by, retained or deducted from the <i>Consultant</i> .”	To allow payments to be adjusted for sum deductible by the <i>Client</i> .	N.A.
50.4	Add	“two weeks” in the first sentence before “before the assessment date”.		N.A.
51.1	Replace	“one week” in the first sentence with “two weeks”.	To allow more time for the <i>Service Manager</i> ’s response to submission of payment by the <i>Consultant</i> . The Project Office may amend the period to suit the specific project situation.	N.A.
	Delete	“The Party to which payment is due submits an invoice to the other Party for the amount to be paid within one week of the <i>Service Manager</i> ’s certificate.”.		N.A.
	Add	“and are subject to the <i>Client</i> ’s rights of set off in law or equity” as at the end of the clause.		N.A.
51.2	Replace	<u>“within by the later of”</u> in the first sentence with <u>“by the later of within”</u> .		N.A.
	Delete	the first bullet point.		N.A.
	Delete	“, or, if a different period is stated in the Contract Data, within the period stated” in the second bullet point.		N.A.
51.3	Replace	“of the <i>Adjudicator</i> or the <i>tribunal</i> ” with “on a Dispute by the <i>Service Manager</i> , the <i>Adjudicator</i> or the <i>Arbitrator</i> ”.	To follow with the dispute resolution clause.	N.A.
51.4	Replace	the entire clause with the following: “Interest is calculated on a simple interest basis at the <i>interest rate</i> .”	To follow GCE 31 that the interest to be paid by the <i>Client</i> on any late payment should be on simple interest basis. Also, the High Court Ordinance (Cap. 4) Section 49 stipulates that	GCE 31

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			judgment debts shall carry simple interest.	
51.5	Delete	the clause in its entirety.	To avoid overlapping with Clause 22 of additional conditions of contract.	N.A.
51.6	Add	a new clause as follows: “Assessments by the <i>Service Manager</i> and payment by the <i>Client</i> do not change the <i>Consultant’s</i> responsibility to Provide the Service nor represent the <i>Service Manager’s</i> or the <i>Client’s</i> agreement that any work or service to which they relate are agreed as being in accordance with the Scope or this contract, and assessments and payments may be changed and corrected by the <i>Service Manager</i> and <i>Client</i> respectively.”		N.A.
52.2	Add	“manpower input,” after “records of its”, and “and other relevant documents related to the Defined Cost” after “expenses”.		N.A.
53.1	Replace	the entire clause with the following: “The <i>Consultant</i> submits a final application for payment to the <i>Service Manager</i> within <ul style="list-style-type: none"> • four weeks after the later of the <i>defects date</i> and the date the last Defect is corrected. • thirteen weeks ofafter the <i>Service Manager</i> issuing a termination certificate or • a longer period to which the <i>Service Manager</i> has agreed. The <i>Consultant’s</i> application for payment includes details of how the final amount due has been assessed and is in the form stated in the Scope.”		N.A.
53.2	Replace	the entire clause with the following: “The <i>Service Manager</i> makes an assessment of the final amount due and certifies a final payment, if any is due, <ul style="list-style-type: none"> • within four weeks of the <i>Consultant’s</i> application for payment or • if no application has been made, within four weeks of when it should have been submitted. In assessing the final amount due, the <i>Service Manager</i> considers an application for payment submitted by the <i>Consultant</i> . The <i>Service Manager</i> gives the <i>Consultant</i> details of how the final amount due has been assessed. The final payment is made within three weeks of the assessment or if a different period is stated in the Contract Data, within the period stated.”		N.A.
53.3	Delete	the clause in its entirety.		N.A.
53.4	Delete	the clause in its entirety.		N.A.
60.1(12)	Replace	the 4 th bullet with the following: “• an experienced consultant would have judged at the <i>closing date for proposal submission</i> to have such a small chance of occurring that it would have been unreasonable to have allowed for it and”		N.A.
60.1(14)	Delete	the clause in its entirety.	To retain <i>Consultant’s</i> obligation to verify and correct the information provided by the <i>Client</i> or <i>Service Manager</i> at its own cost.	N.A.
61.4	Replace	“one week” at the first bullet point of the second first paragraph with “three weeks”.	To allow more time for the <i>Service Manager’s</i> response to notification of compensation event by the <i>Consultant</i> .	N.A.
	Replace	“for a further two weeks after the <i>Consultant’s</i> notification” at the second sentence of the fourth third paragraph with “for a further two weeks after the <i>Consultant’s</i> notification or a longer period to which the <i>Consultant</i> has agreed”.		

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NEC4 PSC Clause No.	Action	Details	Rationale	Related GCE/ SCE/ TC/ Memo
70.1	Replace	the entire clauses clause with the following: “The exclusive ownership and confidentiality of all material provided by the <i>Consultant</i> and the <i>Client</i> are determined in accordance with Clauses B15 and B17 of the <i>additional conditions of contract</i> .”	To adopt the standard provisions on confidentiality and exclusive ownership in clauses B15 and B17 of the <i>additional conditions of contract</i> .	SCE “Confidentiality” and “Exclusive ownership”
70.2	Delete	the clause in its entirety.		
70.3	Delete	the clause in its entirety.		
80.1	Replace	the entire clause with “not use”		N.A.
81.1	Replace	the entire clause with the following: “The <i>Consultant</i> indemnifies and keeps indemnified the <i>Client</i> against all claims, damages, losses or expenses arising out of, or in connection with, any breach of contract or negligence in or about the conduct of and performance by the <i>Consultant</i> , its directors, employees, agents, Subcontractors or suppliers of the <i>Consultant's</i> obligations under the contract.”	To provide for a general indemnity for any claims arising out of the <i>Consultant's</i> conduct and performance.	GCE 22(C)
81.2	add	a new clause as follows: “The <i>Client</i> may deduct from the amount due any sums for which the <i>Consultant</i> is liable to the <i>Client</i> under any other contract with the <i>Client</i> .”	To avoid overpayment to the <i>Consultant</i> by allowing <i>Client</i> to recover the cost which the <i>Consultant</i> is liable to the <i>Client</i> under other contract.	N.A.
82	Replace	the entire clause with “not use”		N.A.
83.1	Replace	the entire clause with the following: “The <i>Consultant</i> provides professional indemnity insurance in accordance with clause B12 of the <i>additional conditions of contract</i> and the Contract Data Part one.”		SCE “professional indemnity insurance”
83.2	Delete	the clause in its entirety.		
83.3	Delete	the clause in its entirety.		
84	Delete	the clause in its entirety.		
85	Delete	the clause in its entirety.		
86	Delete	the clause in its entirety.		
87	Delete	the clause in its entirety.		
90.2	Replace	“R1-R15, R18 or R22” with “R1-R15, R18, R22 or R23” in the first row of the Termination Table.	To adopt the standard provision on safeguarding national security.	DEVB’s memo ref. DEVB(W) 510/30/01 dated 31 August 2022
90.3	Replace	“R1 to R15, R18 or R22” with “R1-R15, R18, R22 or R23” in the first row of the second paragraph.	To adopt the standard provision on safeguarding national security.	DEVB’s memo ref. DEVB(W) 510/30/01 dated 31 August 2022

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NEC4 PSC Clause No.	Action	Details	Rationale	Related GCE/ SCE/ TC/ Memo
90.5	Add	a new clause 90.5 after 90.4 as follows: “Except as stated in the contract, termination is without prejudice to any other rights and remedies of the Parties.”	To maintain the rights of both the <i>Client</i> and the <i>Consultant</i> to contend for repudiation and/or damages for breach of contract under common law in the event of termination.	N.A.
91.7	Replace	“an event” with “an event arising from the <i>Client</i> or Others” in the first sentence.		N.A.
	Replace	“at the Contract Date” in the fourth bullet with “at the <i>closing date for proposal submission</i> ”.		N.A.
91.8	Replace	the entire clause with the following: “The <i>Client</i> may terminate if the <i>Consultant</i> or any person employed by or contracted to it or a Subcontractor does a Corrupt Act, unless it was done by a Subcontractor or supplier and the <i>Consultant</i> <ul style="list-style-type: none"> • was not and should not have been aware of the Corrupt Act or • informed the <i>Project Manager</i> of the Corrupt Act and took action to stop it as soon as the <i>Consultant</i> became aware of it(R22).” 		N.A.
91.9	Add	the following new clause 91.9 after clause 91.8 “The <i>Client</i> may terminate if the <i>Consultant</i> has engaged or is engaging in acts or activities that are likely to constitute or cause the occurrence of offences endangering national security or which would otherwise be contrary to the interest of national security, or the continued engagement of the <i>Consultant</i> or the continued performance of the contract is contrary to the interest of national security (R23).”	To allow termination of the contract in the interest of national security in accordance with SPR 109A(b).	DEVB’s memo ref. DEVB(W) 510/30/01 dated 31 August 2022

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X1.1	Replace	<p>the entire items (a) and (b) with the following:</p> <p>“(a) The Base Date Index (B) is the latest available <i>index figure</i> on the <i>base date</i>.</p> <p>(b) On the first and every subsequent anniversary of the <i>base date</i> (collectively referred as index update dates), the index will be updated for the purpose of calculation of the Price Adjustment Factor (PAF). The Latest Index (L) is the latest available index on the latest index update date before the date of assessment of an amount due.”</p>	To avoid ambiguity on the price adjustment factor adopted and align with the current practice.	N.A.
X1.6	Replace	“Contract Date” with “ <i>base date</i> ”.	To align with the current practice.	N.A.
X11.3	Add	<p>a new clause X11.3 after the clause X11.2 as follows:</p> <p>“The <i>Consultant</i> includes provisions equivalent to this clause in its subcontracts contracts to reserve its power to terminate such subcontract contract in the event of the termination by the <i>Client</i> under this clause. The <i>Consultant</i> is not entitled to compensation for any expenditure, liability and/or loss resulting from non-compliance with this requirement.”</p>		N.A.
12 of Short Schedule of Cost Components	Add	<p>new clause 12 after clause 11 as follows:</p> <p>“Time not properly spent on work in the contract includes but is not limited to:</p> <ul style="list-style-type: none"> • time spent correcting Defects after Completion; • time incurred only because the <i>Consultant</i> did not follow a procedure or similar stated in the contract or otherwise binding on the <i>Consultant</i>; • time incurred only because the <i>Consultant</i> did not comply with a constraint on how he is to Provide the Service stated in the contract or otherwise binding on the <i>Consultant</i>; • time incurred only because the <i>Consultant</i> did not give an early warning which the contract requires him to give; and • time spent by a Subcontractor which the <i>Consultant</i> should not have paid or is not liable to pay under the terms of the contract and/or the terms of the subcontract with the Subcontractor.” 		N.A.
21 of Short Schedule of Cost Components	Replace	<p>the entire clause with the following:</p> <p>“Amounts calculated by multiplying each of the People Rates by the total time appropriate to that rate properly spent on work in the contract.</p> <p>Time not properly spent on work in the contract includes but is not limited to:</p> <ul style="list-style-type: none"> • time spent correcting Defects after Completion; • time incurred only because the <i>Consultant</i> did not follow a procedure or similar stated in the contract or otherwise binding on the <i>Consultant</i>; • time incurred only because the <i>Consultant</i> did not comply with a constraint on how he is to Provide the Service stated in the contract or otherwise binding on the <i>Consultant</i>; and • time incurred only because the <i>Consultant</i> did not give an early warning which the contract requires him to give.” 		N.A.