

(For NEC4 PSC)

CONTRACT DATA

Part one – Data provided by the *Client*

- 1 General
- The *conditions of contract* are the core clauses and the clauses for main Option **【Insert selected main Option】** and secondary Options **【Insert selected secondary Options. Commonly used secondary Options include X1, X5 and X11.】** and Z of the NEC4 Professional Service Contract (June 2017 with amendment **【Insert publication of amendments】**) published by Thomas Telford Limited, as amended or supplemented by the Schedule to the Memorandum of Agreement, and include the *additional conditions of contract*.
 - The *service* is **【Insert brief description of service】**.
 - The *Client* is the Government of the Hong Kong Special Administrative Region.
 - The *Service Manager** is the holder of the following position within the *Client*

Position: **【Insert post of public officer and government department】**

Address for communication: **【Insert address】**

Address for electronic communication: **【Insert address】**

- The Scope is in the document entitled “Scope” of Agreement No. **【Insert agreement no. and title】**. Where there are document(s) and/or parts of document(s) identified in the Contract Data Part two as forming part of the Scope then the Scope, unless the context otherwise requires, includes both the Scope referred to in this Contract Data Part one and the Scope identified in the Contract Data Part two.

* Where a person is appointed to be the *Service Manager* or its delegate 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 *Service Manager* or its delegate as the case may be.

- The Schedule of Resident Site Staff Standards and Duties is in the document entitled “Schedule of Resident Site Staff Standards and Duties” of Agreement No. **【 Insert agreement no. and title 】, [Applicable for consultancy agreements involving employment of Resident Site Staff]**
- The *language of the contract* is English.
- The *law of the contract* is the law of the Hong Kong Special Administrative Region.
- The *period for reply* is **【4 weeks – subject to review by Project Office】** .
- The *period for retention* is **【12 years – subject to review by Project Office】** following Completion or earlier termination of the contract, or **【12 years – subject to review by Project Office】** following the completion of any related works contract, whichever is later.
- The following matters will be included in the Early Warning Register:
 - 1.
 - 2.
 - 3.
 - 4.
 - 5.
 - 6.
 - 7.
 - 8.
 - 9.
 - 10.
- Early warning meetings are to be held at intervals no longer than **【4 weeks – subject to review by Project Office】** unless otherwise agreed by the *Service Manager* and the *Consultant*.

2 The *Consultant's* main responsibilities

- The minimum experience and qualifications of the *key persons* are:

<i>key persons designation</i>	Staff category	Minimum academic / professional qualifications	Minimum experience requirement
Project Director	P/D	Corporate member of an appropriate professional institution or equivalent	15 years relevant post-professional qualification experience
Project Manager	CP	Corporate member of an appropriate professional institution or equivalent	12 years relevant post-professional qualification experience
		University degree or equivalent in an appropriate discipline for specialist trades, such as geology, transport, environmental science or other trades where appropriate professional institutions are not commonly in existence	17 years relevant post-academic qualification experience
【Insert other <i>key persons</i> if appropriate】			

[Project Offices shall amend the minimum requirements of experience and qualifications of the key persons and the corresponding staff category to suit the project needs.]

- The responsibilities of the *key persons* include but not limited to any responsibilities assigned to them in the Scope.
- The *Consultant* prepares forecasts of the total *expenses* at intervals no longer than **【a calendar month – subject to review by Project Office】** .

[Applicable to AACSB consultancy agreements]

- The minimum qualifications and experience requirements for each staff category are:

Staff category	Route	Minimum academic / professional qualifications	Minimum experience requirement
Partners/ Directors (P/D)	Professional Route	Corporate member of an appropriate professional institution or equivalent; and	15 years relevant post-professional qualification experience
Chief Professional (CP)	Professional Route	Corporate member of an appropriate professional institution or equivalent	12 years relevant post-professional qualification experience
	Academic Route	University degree or equivalent in an appropriate discipline	17 years relevant post-academic qualification experience for specialist trades, such as geology, transport, environmental science or other trades where appropriate professional institutions are not commonly in existence
Senior Professional (SP) <i>[For architectural discipline, please refer to Table 1A]</i> *	Professional Route	Corporate member of an appropriate professional institution or equivalent	5 years relevant post-professional qualification experience
	Academic Route	University degree or equivalent in an appropriate	<ul style="list-style-type: none"> 10 years relevant post-academic qualification experience for

		discipline	<p>specialist trades, such as geology, transport, environmental science or other trades where appropriate professional institutions are not commonly in existence</p> <ul style="list-style-type: none"> • 12 years relevant post-academic qualification experience for other cases (see Note 【Y】)
Professional (P) [For architectural discipline, please refer to Table 1A] *	Professional Route	Corporate member of an appropriate professional institution or equivalent	<ul style="list-style-type: none"> • No additional requirement
	Academic Route	University degree or equivalent in an appropriate discipline	<ul style="list-style-type: none"> • 5 years relevant post-academic qualification experience for specialist trades, such as geology, transport, environmental science or other trades where appropriate professional institutions are not commonly in existence • 7 years relevant post-academic qualification experience for other

			cases (see Note [Z])
Assistant Professional (AP)	Academic Route	University degree or equivalent in an appropriate discipline	• No additional requirement
Technical (T)	Academic Route	Diploma or Higher Certificate or equivalent in an appropriate discipline	• No additional requirement

Note [Y]

The weighted manpower input of Senior Professional (SP) for such cases shall not be more than 30% of the weighted manpower input of SP deployed for the consultancy services.

Note [Z]

The weighted manpower input of Professional (P) for such cases shall not be more than 30% of the weighted manpower input of P deployed for the consultancy services.

[Project office shall insert Table 1A if SP/P in architectural discipline will be involved in the consultancy agreement.]

* Delete as appropriate

[Applicable for EACSB consultancy agreements]

- The minimum qualifications and experience requirements for each staff category are:

Staff category	Route	Minimum academic / professional qualifications	Minimum experience requirement
Partners/ Directors (P/D)	Professional Route	Corporate member of an appropriate professional institution or equivalent; and	15 years relevant post-professional qualification experience

Chief Professional (CP)	Professional Route	Corporate member of an appropriate professional institution or equivalent	12 years relevant post-professional qualification experience
	Academic Route	University degree or equivalent in an appropriate discipline	17 years relevant post-academic qualification experience for specialist trades, such as geology, transport, environmental science or other trades where appropriate professional institutions are not commonly in existence
Senior Professional (SP)	Professional Route	Corporate member of an appropriate professional institution or equivalent	5 years relevant post-professional qualification experience
	Academic Route	University degree or equivalent in an appropriate discipline	<ul style="list-style-type: none"> • 10 years relevant post-academic qualification experience for specialist trades, such as geology, transport, environmental science or other trades where appropriate professional institutions are not commonly in existence • 12 years relevant post-academic qualification experience for other

			cases (Route 1) (see Note 【Y】)
Professional (P)	Professional Route	Corporate member of an appropriate professional institution or equivalent	<ul style="list-style-type: none"> No additional requirement
	Academic Route	A. University degree or equivalent in an appropriate discipline	<ul style="list-style-type: none"> 5 years relevant post-academic qualification experience for specialist trades, such as geology, transport, environmental science or other trades where appropriate professional institutions are not commonly in existence 7 years relevant post-academic qualification experience for other cases (Route 1) (see Note 【Y】)
	Academic Route	B. University degree or equivalent in other disciplines (i.e. disciplines not covered in Part A above)	<ul style="list-style-type: none"> 7 years post-academic qualification experience in project coordination and/or executive support (Route 2) (see Note 【Z】)
Assistant Professional	Academic Route	University degree or	<ul style="list-style-type: none"> No additional requirement

(AP)		equivalent in an appropriate discipline	
Technical (T)	Academic Route	Diploma or Higher Certificate or equivalent in an appropriate discipline	<ul style="list-style-type: none"> No additional requirement

Note [Y]

The weighted total manpower input of Senior Professional (SP) and Professional (P) for the Route 1 shall not be more than 30% of the weighted total manpower input of SP and P deployed for the consultancy services.

Note [Z]

The weighted manpower input of P for the Route 2 shall not be more than 10% of the weighted manpower input of P deployed for the consultancy services.

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 *Client* after the *Client's* written notification to the *Consultant* of having been selected for the award of the contract.
- The *closing date for proposal submission* is **[insert tender closing date.]** .
- The period after the Contract Date within which the *Consultant* is to submit a first programme for acceptance is **[2 weeks – subject to review by Project Office]** .
- The *Consultant* submits revised programmes for acceptance at intervals no longer than **[a calendar month – subject to review by Project Office]** .
- The *key dates* and *conditions* to be met are as set out in Clause **[XX]** of the Scope.
- The *completion date* for the whole of the *service* is the date of **[XX months – subject to review by Project Office]** after the *starting date*.

4 Quality management

- The period after the Contract Date within which the *Consultant* is to submit a quality policy statement and quality plan is **【2 weeks – subject to review by Project Office】** .
- The period between Completion of the whole of the *service* and the *defects date* is **【12 months – subject to review by Project Office】** .
- The *defect correction period* is **【12 weeks – subject to review by Project Office】** .

5 Payment

- The *assessment interval* is **【a calendar month – subject to review by Project Office】** .
- The *currency of the contract* is Hong Kong Dollar.

The *interest rate* is a rate equal to one percent below the judgment debt rate prescribed from time to time by the Rules of the High Court (Chapter 4 of Laws of Hong Kong).

- The *expenses* stated by the *Client* are costs which the *Consultant* necessarily and reasonably incurs with third parties in respect of the following:
 1. the cost of small scale site investigation works or survey with laboratory and field tests and other special investigations accepted by the *Service Manager*
 2. the fees and expenses of specialists employed with the acceptance of the *Service Manager* for inspection of works processes and the testing of work or plant and the testing and analysis of materials **[Delete if not appropriate]**
 3. the cost of accepted provision of the following computer facilities **[Give the details/Delete if not appropriate]**
 4. the cost of advertisement for the recruitment of the Resident Site Staff (ACC Clause C2(C))
 5. **[To be specified]**

The *Service Manager's* acceptance needs to be obtained on the proposal before committing the *expenses*.

[For consultancy agreement not involving employment of Resident Site Staff]

(Note: All other costs, expenses or similar of any nature incurred to

Provide the Service which are not listed above shall not be separately recoverable and shall be deemed included in the tendered total of the Prices.)

[For consultancy agreement involving employment of Resident Site Staff]

(Note: With the exception of amounts the *Consultant* is entitled to be reimbursed in respect of employment of Resident Site Staff pursuant to ACC Clause C2, all other costs, expenses or similar of any nature incurred to Provide the Service which are not listed above shall not be separately recoverable and shall be deemed included in the tendered total of the Prices or the *RSS on-cost rates*.)

- 6 Compensation event
- **【This is / These are 】 additional compensation 【event / events】 :**
 1. A suspension or reduction in the rate of progress of Providing the Service by the *Consultant* pursuant to the *security of payment provisions*.
 2. ***[To be specified only for exceptional circumstances]***
- 8 Liabilities and insurance
- These are additional *Client's* liabilities
[To be specified only for exceptional circumstances]
 - These are additional *Consultant's* liabilities
[To be specified only for exceptional circumstances]
 - The amount of professional indemnity insurance cover for any one occurrence or series of occurrences arising out of any one event, or each and every claim to be maintained from the *starting date* until 6 years after the Completion Date in accordance with ACC Clause B12 shall be **【Insert the appropriate amount by Project Office, e.g. twice the tendered total of the Prices】** . Such amount shall be subject to a maximum limit of **【HK\$XXX】** million and a minimum limit of **【HK\$XXX】** million.
- Settlement of Disputes
- The *security of payment provisions* are the provisions contained in the Construction Industry Security of Payment Ordinance (Cap. 652).
 - The *Adjudicator* is the adjudicator in respect of a Payment Dispute

appointed in accordance with the *security of payment provisions*.

- The *adjudicator nominating body* is **【Project office should insert the name(s) of one or two ANB(s) chosen from the DEVB’s Register of ANBs under the Construction Industry Security of Payment Ordinance published on the website: <https://www.devb.gov.hk>】** .
- The *Arbitrator* is the arbitrator appointed in accordance with ACC Clause.

X1 Price
 adjustment for
 inflation

- The *index figure* is the Consumer Price Index (C) (October 2019 - September 2020 based) compiled by the Census and Statistics Department, and published monthly in the Hong Kong Monthly Digest of Statistics, or, in the event that the Index ceases to be compiled, such other Index as is, in the opinion of the Secretary for Development of the *Client*, substantially equivalent.
- The *base date* for the *index* is the date on which the contract is due to commence.

X5 Sectional
 Completion
 [Optional]

- The *completion date* for each *section* of the *service* is:

<i>section</i>	<i>description</i>	<i>completion date</i>
1	【Insert phase title】	【 XX 】 months from and including the <i>starting date</i>
2	【Insert phase title】 (Phase Subject to Incorporation)	【 XX 】 months from and including the date for commencement of the Phase as notified by the <i>Service Manager</i> in written instruction in accordance with ACC Clause B25
3	【Insert phase title】 (Phase Subject to Incorporation)	【 XX 】 months from and including the date for commencement of the Phase as notified by the <i>Service Manager</i> in written instruction in accordance with ACC Clause B25
4	【Insert phase title】 (Phase Subject to	【 XX 】 months from and including the date for

	Incorporation)	commencement of the Phase as notified by the <i>Service Manager</i> in written instruction in accordance with ACC Clause B25
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[Project Offices should define the part(s) of the service to be covered by different Phase(s) and Phase(s) subject to Incorporation in the Scope.]

Z *additional conditions of contract*

- The *additional conditions of contract* are set out in the document entitled “Additional Conditions of Contract” which forms part of the contract.

Referenced staff rates

- The referenced staff rates for calculating the *people rates* are:

Staff category ^{Note 1}	Referenced staff rate ^{Note 2} (HK\$/man-hour)
Partners/Directors (P/D)	【XXX】
Chief Professional Staff (CP)	【XXX】
Senior Professional Staff (SP)	【XXX】
Professional Staff (P)	【XXX】
Assistant Professional Staff (AP)	【XXX】
Technical Staff (T)	【XXX】

Note 1: The minimum qualifications and experience requirements for each staff category are set out in the table in clause 2 above.

Note 2: The *people rate* for each staff category is calculated by multiplying the above referenced staff rate by the proposed percentage adjustment (being 100% + the percentage adjustment factor stated in Contract Data Part two (Section 2) (corrected in accordance with Note 5 of Contract Data Part two (Section 2) if necessary)).