

(For NEC3 PSC)

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】** and secondary Options **【Insert selected secondary Options. Commonly used secondary Options include X1, X5, X10 and X11. Include X14 for Option C】** and Z of the NEC3 Professional Services Contract (April 2013) 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 *Employer* is the Government of the Hong Kong Special Administrative Region.
 - The *Employer's Agent** is the holder of the following position within the *Employer*

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

Address: **【Insert address】**
 - The *services* are **【Insert brief description of the services】** as more particularly described in the Scope.
 - 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 *Employer's Agent* or his 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 *Employer's Agent* or his 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 this 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 this contract, or **【 12 years – subject to review by Project Office 】** following the completion of any related works contract, whichever is later.
- The *tribunal* is the arbitrator in accordance with clause D1 of the *additional conditions of contract*.
- The following matters will be included in the Risk Register:
 - 1.
 - 2.
 - 3.
 - 4.
 - 5.
 - 6.
 - 7.
 - 8.
 - 9.
 - 10.

- 2 The Parties' main responsibilities
- The minimum experience and qualifications of the *key people* are:

<i>key people designation</i>	<i>Staff category</i>	<i>Minimum academic / professional qualifications</i>	<i>Minimum experience requirement</i>
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 people</i> if appropriate】			

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

[Applicable to AACSB consultancy]

- The responsibilities of the *key people* include but not limited to any responsibilities assigned to them in the Scope.
- The minimum qualifications and experience requirements for each staff category are:

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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) [For architectural discipline, please refer to Table 1A] *	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,

			<p>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】)
<p>Professional (P) [For architectural discipline, please refer to Table 1A] *</p>	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	Professional	Corporate member of an	12 years relevant post-professional

(CP)	Route	appropriate professional institution or equivalent	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 (AP)	Academic Route	University degree or equivalent in	<ul style="list-style-type: none"> • No additional requirement

		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 *Employer* after the *Employer's* written notification to the *Consultant* of having been selected for the award of this contract.
- The *Consultant* is to submit a first programme for acceptance within **[2 weeks – subject to review by Project Office]** of the Contract Date.
- 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 *services* is the date of **[XX months – subject to review by Project Office]** after the *starting date*.

4 Quality

- The quality policy statement and the quality plan are provided within **[2 weeks – subject to review by Project Office]** of the Contract Date.
- The *defects date* is **[12 months – subject to review by Project Office]**

after Completion of the whole of the *services*.

- 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 this 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 *Consultant* prepares forecasts of the total Time Charge and *expenses* at intervals no longer than **【a calendar month – subject to review by Project Office】** .
- The *Consultant's share percentages* and the *share ranges* are **[Applicable to Option C]**:

<i>share range</i>	<i>Consultant's share percentage</i>
less than or equal to 110%	50 %
Greater than 110%	100 %

- The period within which payments are made is **【4 weeks – subject to review by Project Office】**inclusively of receiving the *Consultant's* invoice.
- The *expenses* stated by the *Employer* 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 *Employer*
 2. the fees and expenses of specialists employed with the acceptance of the *Employer* 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 (Clause C2(C) of the *additional conditions of contract*)

5. [To be specified]

The *Employer'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 Services which are not listed above shall not be separately recoverable and shall be deemed included in【the tendered total of the Prices / the *staff rates*】*.)

[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 clause C2 of the *additional conditions of contract*, all other costs, expenses or similar of any nature incurred to Provide the Services 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* / the *staff rates* or the *RSS on-cost rates*】*.)

* Delete as appropriate to suit Option A or C

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|--------------------------------------|---|
| 8 Indemnity, insurance and liability | <ul style="list-style-type: none">● 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 <i>starting date</i> until 6 years after the Completion Date in accordance with clause B12 of the <i>additional conditions of contract</i> 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 | <ul style="list-style-type: none">● The <i>security of payment provisions</i> are the provisions contained in the Construction Industry Security of Payment Ordinance (Cap. 652).● The <i>Adjudicator</i> 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>】** .

X1 Price
 adjustment for
 inflation

- The *index* 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 *Employer*, substantially equivalent.

X5 Sectional
 Completion
 [Optional]

- The *completion date* for each *section* of the *services* 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>Employer</i> in written instruction in accordance with clause B25 of the <i>additional conditions of contract</i>
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>Employer</i> in written instruction in accordance with clause B25 of the <i>additional conditions of contract</i>
4	【Insert phase title】 (Phase Subject to Incorporation)	【 XX 】 months from and including the date for commencement of the Phase as notified by the <i>Employer</i> in written instruction in accordance with clause B25 of

		the <i>additional conditions of contract</i>
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[Project Offices should define the part(s) of the services to be covered by different Phase(s) and Phase(s) subject to Incorporation in the Scope.]

X10 *Employer's Agent*

- The authority of the *Employer's Agent* is that vested in and delegated by the *Employer* in writing from time to time.

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 this contract.

Referenced staff rates
[Applicable to Option A]

- The referenced staff rates for calculating the *staff 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 *staff 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)).