

**THE GOVERNMENT OF
THE HONG KONG SPECIAL ADMINISTRATIVE REGION**

[INSERT PROCURING DEPARTMENT]

CONTRACT NO. [INSERT CONTRACT NO.]

[INSERT CONTRACT TITLE]

SCOPE

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[INSERT PROCURING DEPARTMENT]

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SCOPE

GENERAL PARTICULARS

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SCOPE

GENERAL PARTICULARS

Documents included under the Scope	1.1	<p>The Scope comprises:</p> <ul style="list-style-type: none">(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 <i>Contractor</i> in its tender but subject to the provisions of other contract documents in accordance with clause [A2] of the <i>additional conditions of contract</i>, [For tender evaluation adopting Marking Scheme Approach. Insert “Not Used” instead when Formula Approach is adopted for tender evaluation.](e) the Preambles to the Specifications as referred to in Clause 4.2 below;(f) the insurance policies as referred to in Clause 15.1 below; and(g) [Insert other information as appropriate]. <p>[Project Office to amend as appropriate]</p>
Description of the works	2.1	<p>The <i>works</i> to be executed under the contract involve [Insert the brief summary of the works], as more particularly described in the Scope.</p>
	2.2	<p>The description of the <i>works</i> as given in Clause 2.1 above is not to be considered as limiting or restricting the extent of the <i>works</i> in any manner whatsoever.</p>
Contractor’s design	3.1	<p>The <i>Contractor</i> is responsible for the design of the parts of the <i>works</i> as specified in Clause [Insert appropriate clause reference] of the Particular Specification and Section [F] of the <i>additional conditions of contract</i>. [Optional]</p>
	3.2	<p>The <i>Contractor</i> is responsible for the design of all temporary work of every kind required for the construction, Completion and maintenance of the <i>works</i>.</p>
	3.3	<p>The <i>Contractor</i> is to comply with the submission requirements and checking procedures as specified in Clause [Insert appropriate clause reference] of the Particular Specification. No action or inaction of the <i>Project Manager</i> in the checking procedures changes the <i>Contractor’s</i> responsibility to Provide the Works or liability of its design. [Optional]</p>

Specifications	4.1	<p>The Specifications consist of the General Specification (GS) and the Particular Specification (PS) as stated below:</p> <p>(a) The GS is represented by the General Specification for Civil Engineering Works, [2006] Edition (The Government of the Hong Kong Special Administrative Region), together with its Amendments No. 1/2007, 2/2007, 1/2008, 2/2008, 1/2009, 2/2009, 3/2009, 4/2009, 1/2010, 2/2010, 3/2010, 4/2010, 1/2011, 2/2011, 1/2012, 1/2013, 2/2013, 1/2014, 1/2015, 1/2016, 1/2017, 2/2017, 1/2018, 2/2018, 1/2019, 2/2019, 3/2019, 1/2020, 2/2020 and 1/2021. [Please update as appropriate. For building and E&M works, please amend to suit.]</p> <p>(b) The PS, which is contained in Annex 2 to this Scope, consists of the following sections:</p> <p>[Insert appropriate section number and title.]</p>
	4.2	<p>The GS and the PS are to be read in conjunction with the Preambles to the Specifications as contained in [Annex 1] to this Scope.</p>
Drawings	5.1	<p>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 the contract, form part of this Scope.</p>
	5.2	<p>The <i>Project Manager</i> may issue such additional and amended drawings as the <i>Project Manager</i> considers necessary during the progress of the <i>works</i>.</p>
	5.3	<p>References to any Drawing number shall correspond to the latest revision of the referred Drawing.</p>
Constraints on Providing the Works	6.1	<p>Constraints on how the <i>Contractor</i> is to Provide the Works are described in the GS, the PS and the Drawings.</p>
<i>key persons</i>	7.1	<p>The <i>key persons</i> of the <i>Contractor</i> are listed in Contract Data Part two.</p>
	7.2	<p>The <i>Contractor</i> has to refer to this Scope including Clause [Insert appropriate reference] of the PS and Clause [1.12] of the GS in making proposal of these <i>key persons</i> and make sure that all the specified requirements are satisfied. [For tender evaluation adopting Formula Approach] [Optional]</p>
	7.3	<p>The <i>Contractor</i> has to refer to its tender submission on technical resources and this Scope including Clause [Insert appropriate reference] of the PS and Clause [1.12] of the GS in making proposal of these <i>key persons</i> and make sure that all the specified requirements are satisfied. [For tender evaluation adopting Marking Scheme Approach] [Optional]</p>
Programme	8.1	<p>In addition to the provisions of NEC Clause 31.2, the <i>Contractor</i> takes into account the details and requirements of programme submission as described in Clause [1.08] of the GS and Clause [Insert appropriate reference] of the PS.</p>

- Completion 9.1 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 *Client* from using the *works* and Others from doing their work after Completion; and
 - (b) Any work, service and action as stated in this Scope 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.

***[Please amend to suit if secondary Option X5 is not adopted.]**

- 9.2 Prior to Completion to be certified by the *Project Manager*, the *Contractor* proposes its 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.

- 9.3 In connection with NEC Clause 11.2(6), 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(6); 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*.

- 9.4 In connection with NEC Clause 11.2(6), 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 Scope 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(6); or
- (b) Any part of the work, service or action left unfinished by the relevant finish date(s) as stated in the Scope shall constitute a notified Defect following notification to the *Contractor* by the *Supervisor*.

- Sections of the works
[Optional] 10.1 The *works* are divided into **[Insert appropriate number]** *sections* as described below:
[Please list and describe each section.]

Tests	11.1	The <i>Contractor</i> carries out, facilitates or assists the carrying out of the tests as stipulated in the 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 the contract.
	11.3	Tests to be carried out in the <i>Client's</i> laboratories in connection with the <i>works</i> 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	<p>The <i>Contractor</i> 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:</p> <p>(a) <u>People</u></p> <ul style="list-style-type: none">• 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 <i>Contractor</i>. <p>(b) <u>Equipment</u></p> <ul style="list-style-type: none">• 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). <p>(c) <u>Plant and Materials</u></p> <ul style="list-style-type: none">• 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) Subcontractors

- 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 assessment of compensation events, full details of particulars with justifications for additional payment for claims, final account, etc. for subcontracts of different forms.

Payment
Checking
Mechanism [**For
Options C and
D**]

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.

[Project Office should devise the framework for payment checking mechanism according to the procedure set out in para. [A6.2.2.7] of the Practice Notes for NEC-ECC for Public Works Projects in Hong Kong.]

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 <i>works</i> , Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with this contract is at Annex [3] to this Scope.
Partnering Workshops	16.1	To enhance collaboration amongst the <i>Client</i> , the <i>Project Manager</i> , the <i>Supervisor</i> and the <i>Contractor</i> , the <i>Project Manager</i> will organize partnering workshops requiring participation by the project teams of the <i>Client</i> , the <i>Project Manager</i> , the <i>Supervisor</i> and the <i>Contractor</i> . The number of partnering workshops will be determined by the <i>Project Manager</i> 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 <i>Project Manager</i> 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 <i>Client</i> and the <i>Contractor</i> .
Reasons for not accepting a submission made by the <i>Contractor</i>	17.1	In addition to other reasons stated in this contract, a reason for not accepting a submission made by the <i>Contractor</i> is that it does not comply with the Scope, <i>conditions of contract</i> , <i>additional conditions of contract</i> and/or the <i>law of the contract</i> .
Computer-Aided-Drafting (CAD) Standard for Works Projects (CSWP) [Not applicable if BIM technology is used, DEVB TC(W) No. 2/2021 refers]	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 <i>Client</i> and the <i>Contractor</i> from time to time) as posted on the Development Bureau's web site http://www.devb.gov.hk/cswp .