

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

[INSERT PROCURING DEPARTMENT]

CONTRACT NO. [INSERT CONTRACT NO.]

[INSERT CONTRACT TITLE]

SCOPE

ANNEX 1 – PREAMBLES TO THE SPECIFICATIONS

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SCOPE

ANNEX 1 – PREAMBLES TO THE SPECIFICATIONS

Employer	1.1	References to the “Employer” in the General Specification (GS), the Particular Specification (PS) and the Drawings, or any other documents they refer to are construed to mean the “ <i>Client</i> ” as identified in the Contract Data Part one.
Contractor	2.1	References to the “Contractor” in the GS, the PS and the Drawings, or any other documents they refer to are construed to mean the “ <i>Contractor</i> ” as identified in the Contract Data Part one.
Engineer and Engineer’s Representative	3.1	References to the “Engineer” and the “Engineer’s Representative” in the GS, the PS and the Drawings, or any other documents they refer to are construed to mean the “ <i>Project Manager</i> ” or the “ <i>Supervisor</i> ” as appropriate based on the general understanding, with reference to the <i>conditions of contract</i> , that the <i>Project Manager</i> is responsible for managing the contract on behalf of the <i>Client</i> , and it deals with time, money, changes to the Scope and duties other than those to be carried out by the <i>Supervisor</i> under the contract, whereas the <i>Supervisor</i> ’s duty is to ensure that the <i>Contractor</i> provides the <i>works</i> in accordance with the contract. In the event that the <i>Contractor</i> is in doubt of any matters that relates to this division of the roles, the <i>Contractor</i> refers it to the <i>Project Manager</i> who decides the matter accordingly. [Project Office to amend as appropriate.]
Terminology	4.1	References to the following terms listed under the column heading “Specifications Terms” in the Specifications including the GS and the PS, are construed as references to the corresponding terms listed under the column heading “NEC4 ECC Terms” as defined or used in the NEC4 Engineering and Construction Contract (Month YYYY) ¹ published by Thomas Telford Limited, which is further amended or supplemented by the Schedule to the Articles of Agreement, as the context requires:

¹ Insert the NEC4 ECC “edition” together with any latest “amendments” thereto. For example, insert “June 2017 (with amendments October 2020)”.

Specifications Terms	NEC4 ECC Terms
approval / satisfaction	acceptance
approved / satisfied	accepted
Bills of Quantities / BQ / Schedule of Rates	<i>*bill of quantities or *activity schedule</i>
claim for extension of time and/or additional payment	notification of compensation event
Contract / BQ rate(s)	<i>*rate(s) in the bill of quantities or *price(s) in the activity schedule</i>
date of the letter of acceptance / date of the award of the Contract / date of the acceptance of the Tender / date for commencement of the Contract	Contract Date
date for commencement of the Works	<i>starting date</i>
date for possession of the Site	<i>access date</i>
defect	Defect
equipment (those items intended to be included in the permanent works)	Plant
expiry of the Maintenance Period	<i>defects date</i>
extension of time	change to the Completion Date
GCC Clause 16 Programme	Accepted Programme
liquidated damages	delay damages
Maintenance Certificate	Defects Certificate
Maintenance Period / Period of Maintenance / Defects Liability Period	the period between Completion and the <i>defects date</i>
materials (those items intended to be included in the permanent works)	Materials
plant (those items used by the <i>Contractor</i> to Provide the Works and which the Scope does not require the <i>Contractor</i> to include in the permanent works)	Equipment
Section	<i>section</i>
sub-contractor / subcontractor (of the first tier)	Subcontractor
substantial completion / completion	Completion
the Contract	the contract
the date for completion of the Works / the extended date for completion of the Works	<i>completion date</i> / Completion Date
variation	change to the Scope

Specifications Terms	NEC4 ECC Terms
Works	<i>works</i>

*Delete where appropriate

4.2 In the event that the *Contractor* is in doubt of any matter that relates to the issue of terminology, the *Contractor* refers it to the *Project Manager* who decides the matter accordingly. Any clarification or decision of the *Project Manager* relating to the issue of terminology does not constitute any compensation event.

Language 5.1 Notwithstanding that the NEC4 ECC is generally drafted in the present tense, the GS, the PS and the Drawings, or any other documents they refer to, may employ the more “traditional” drafting language of obligation. This difference in style of the language adopted in different parts of the contract does not of itself affect the interpretation of the contract, and the terms of the contract should be read in the context in which they appear. In the event that the *Contractor* is in doubt of any matter that relates to the issue of drafting language, the *Contractor* refers it to the *Project Manager* who decides the matter accordingly. Any clarification or decision of the *Project Manager* relating to the issue of drafting language does not constitute any compensation event.