THE GOVERNMENT OF
THE HONG KONG SPECIAL ADMINISTRATIVE REGION

[*INSERT PROCURING DEPARTMENT*]

CONTRACT NO. [*INSERT CONTRACT NO.*]

[*INSERT CONTRACT TITLE*]

SCOPE PROVIDED BY THE *CLIENT*

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Section 1 Documents included under the Scope provided by the *Client*

1.1 Documents included under the Scope provided by the *Client*

1.1.1 The Scope provided by the *Client* comprises:

(a) all clauses and provisions herein;

(b) the Preambles to the Specifications, the Specifications and the Drawings as more particularly described in Section 3 below;

(c) the information contained in the Building Information Modeling Models ("**BIM Models**"), and any modifications of such information as approved by the *Project Manager*, forming part of the Scope as particularly described in clause 3.3 below (the "**BIM Contents**");

(d) all annexures and attachments to (a) to (c) above; and

(e) the *Client*'s Requirement.

Section 2 Description of the *works*

2.1 Description of the works

2.1.1 The *works* to be executed under the contract involve [*insert brief summary of the works*], as more particularly described in the Scope.

2.1.2 The description of the *works* as given in clause 2.1.1 above is not to be considered as limiting or restricting the extent of the *works* in any manner whatsoever.

Section 3 *Client's* Specifications and Drawings

3.1 Specifications

3.1.1 The **Specifications** consist of the **General Specification** (**GS**) and the **Particular Specification** (**PS**) as stated below:

(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. [***NOTE:** update as appropriate. For building and E&M works, amend to suit.*]

(b) The PS, which is contained in **Annex 2** to this Scope, consists of the following sections:

[*insert section number and title*]

3.1.2 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.

[***Ref.**: SDEV's memo ref. DEVB(PSGO) 160/1 dated 6.8.2026*]

3.1.3 The Building Technology Research Institute ("**BTRi**") established the Construction Product Accreditation Scheme ("**CPAS**") to certify construction products# fulfilling technical requirements stipulated in the BTRi Product Specifications ("**BPS**").

(a) If the *Contractor* wishes to use CPAS-approved product, the *Contractor* follows the approval procedure set out in the Scope for the relevant product. Notwithstanding anything to the contrary, the *Contractor* could submit a CPAS certificate as supporting document to demonstrate the product fulfils the relevant technical requirements stipulated in the BPS to the *Project Manager* or the *Supervisor* for consideration.

(b) The CPAS certificate needs to be valid on the date of submission and the date of approval by the *Project Manager* or the *Supervisor*.

(c) For product approved by the *Project Manager* or the *Supervisor* based on CPAS certificate, the *Contractor* only procures the CPAS approved product for use in the contract from the supplier named in the Certificate or the supplier's authorised agent.

(d) For the avoidance of doubt, the use of CPAS approved products and the acceptance from the *Project Manager* or the *Supervisor* do not relieve the *Contractor* from its contractual obligations to ensure that the materials, workmanship, on-site testing and project-specific aesthetic/functional requirements set out under the contract are complied with.

Note #: The list of approved products and the corresponding status of certificate are available on the CPAS online portal at BTRi website https://btri.hk.

3.2 Drawings

3.2.1 The Drawings as listed in **Appendix** [*insert reference*] of the PS, including those standard drawings issued by the relevant Government departments as listed in **Appendix** [*insert reference*] of the PS but not separately bounded to the contract, form part of this Scope.

3.2.2 The *Project Manager* may issue such additional and amended drawings as the *Project Manager* considers necessary during the progress of the *works*.

3.2.3 References to any Drawing number shall correspond to the latest revision of the referred Drawing.

3.3 *Client*'s BIM Models

[*NOTE: DEVB TC(W) No. 1/2025 refers*]

3.3.1 Subject to clause 3.3.2 below, the information contained in the BIM Models as listed in Appendix PS.[X] forms part of the Scope if and only if :

(a) the information contained in the BIM Models corresponds to the information shown on the Drawings as listed in Appendix PS.A of the PS; and

(b) the information contained in the BIM Models are compatible with, and can be opened and viewed in the [native file format / open file format] [*see note below*] as specified in Appendix PS.[X].

All other information contained in the BIM Models, including those specified in clause 3.3.2 below ("Reference BIM Contents") shall be for reference only without any contractual force and shall not form part of the Scope.

[***NOTE**: project team shall determine whether the native file format or open BIM file format shall be contractually binding in the tender and revise clause 3.3.1(b) and PS.[X] accordingly. If the project team considers the native file format to be contractually binding, the open file format should also be included in the tender for contractor's reference, and vice versa.*]

3.3.2 The following Reference BIM Contents shall not form part of the Scope:

(a) All information contained in the BIM Models regarding Mechanical, Electrical and Plumbing (MEP) and related works in [native file format / open file format] which include BIM Files No. [N5 / O5] to [N7 / O7] [*see note below*] as listed in Appendix PS.[X] of the PS.

(b) All information contained in the BIM Models obtained from others which include BIM Files No. [N8 / O8] [*see note below*] as listed in Appendix PS.[X] of the PS.

(c) All information contained in the BIM Models in [open file format/ native file format] including BIM Files No. [O1 / N1] to [O8 / N8] [*see note below*] as listed in Appendix PS.[X] of the PS.

(d) The following information contained in the BIM Models, even as shown in the corresponding Drawings:
(i) *Contractor*'s Design items
(ii) windows;
(iii) louvers;
(iv) doors;
(v) ironmongeries;
(vi) sanitary fitments; and
(vii) finishes.

[***NOTE**: project teams are required to add, omit and modify the elements listed above according to the actual circumstances of the particular project.*]

(e) The information contained in the BIM Models associated with proprietary brand (unless already specified on the Drawings), including but not limited to:
(i) brand;
(ii) manufacturer country;
(iii) manufacturer name;
(iv) product code;
(v) product group; and
(vi) website.

[***NOTE**: project team shall determine whether the native file format or open BIM file format shall be contractually binding in the tender and revise clause 3.3.1(b) and PS.[X] accordingly. If the project team considers the native file format to be contractually binding, the open file format should also be included in the tender for contractor's reference, and vice versa.*]

3.3.3 The *Client* is not liable for the accuracy of the Reference BIM Contents and is not liable for any loss or damages whatsoever arising from, out of or in connection with the Reference BIM Contents. The *Contractor* acknowledges and is deemed to have acknowledged any risks and consequences resulting from the use of, or reliance upon, the Reference BIM Contents.

3.3.4 No clash or discrepancy identified within the BIM Contents and Reference BIM Contents shall constitute a compensation event.

Section 4 General constraints on how the *Contractor* Provides the Works

4.1 Reasons for not accepting a submission made by the *Contractor*

4.1.1 In addition to other reasons stated in the contract, a reason for not accepting a submission made by the *Contractor* is that it does not comply with the Scope, *conditions of contract* and/or the *law of the contract*.

4.2 Constraints on Providing the Works

4.2.1 Constraints on how the *Contractor* is to Provide the Works are described in the GS, the PS, the Drawings and the BIM Contents.

4.3 Discrepancies

4.3.1 Notwithstanding the provision under NEC Clause 17.1, in the event of any discrepancy between other parts of the Scope and the BIM Contents, other parts of the Scope shall take precedence over the BIM Contents.
Title

Section 5 *Contractor*'s design

5.1 *Contractor*'s design

5.1.1 The *Contractor* is responsible for the design of the parts of the *works* as specified in clause [*insert reference*] of the PS and Section VII of the *additional conditions of contract*. [**Optional**]

5.1.2 The *Contractor* is responsible for the design of all temporary work of every kind required for the construction, Completion and maintenance of the *works*.

5.1.3 The *Contractor* is to comply with the submission requirements and checking procedures as specified in clause [*insert reference*] of the PS. No action or inaction of the *Project Manager* in the checking procedures changes the *Contractor*'s responsibility to Provide the Works or liability of its design. [**Optional**]

Section 6 People

6.1 *key persons*

6.1.1 The *key persons* of the *Contractor* are listed in Contract Data Part two.

6.1.2 The *Contractor* has to refer to this Scope including clause [*insert reference*] of the PS and clause [1.12] of the GS in making proposal of these *key persons* and make sure that all the specified requirements are satisfied. [**Optional**]
[***NOTE**: for tender evaluation adopting **Formula Approach***]

6.1.3 The *Contractor* has to refer to its Tender Submissions and other relevant provisions in this Scope including clause [*insert reference*] of the PS and clause [1.12] of the GS in making proposal of these *key persons* and make sure that all the specified requirements are satisfied. [**Optional**]
[***NOTE:** for tender evaluation adopting **Marking Scheme Approach***]

6.2 Site diary and labour returns

[***Ref.**: modified from GCC32*]

6.2.1 The *Supervisor* records daily in the *Project Manager*'s site diary information with regard to labour, Equipment, Plant and Materials, utilities, work carried out and instructions issued to the *Contractor* and all other facts that may affect the progress or quality of the *works*.

6.2.2 The authorised agent or representative of the *Contractor* signs the site diary daily indicating its agreement to the information recorded. If the authorised agent or representative of the *Contractor* does not agree with any of the items recorded in the site diary it may draw reference to the points of disagreement in writing in the site diary.

6.2.3 If instructed by the *Supervisor*, the *Contractor* makes available to the *Supervisor* or such other person as the *Supervisor* may direct, such information as the *Supervisor* considers necessary to enable it properly to keep and maintain its site record, but in any event and without prejudice to the generality of the foregoing, the *Contractor* delivers to the office of the *Supervisor* by not later than 1.00 p.m. on each working day a return in such form as the *Supervisor* may prescribe showing in detail the numbers of the several classes of labour in the Working Areas that day together with the numbers of the several classes of labour so employed during the preceding twenty-four hours who were not included in the return for the previous day together with such information concerning materials, equipment and other such matters as the *Supervisor* may require.

6.3 Engagement of Labour

[***Ref.**: modified from GCC39*]

6.3.1 The *Contractor* makes its own arrangements in regard to the provision of such labour, skilled and unskilled, as may be required to Provide the Works and uses all diligence in arranging for a sufficient and suitable supply of such labour but all such arrangements shall be in accordance with general local usage and subject to such regulations as the Government may from time to time require to be observed.

6.3.2 Unless otherwise agreed by the *Project Manager*, the *Contractor* engages all labour from Hong Kong.

6.4 Engagement of skilled workers

[***Ref.**: DEVB TC No. 4/2017*]

6.4.1 The *Contractor* engages at least the minimum percentage stated in the PS section [*insert reference*] *of*

(a) registered skilled workers,
(b) registered skilled workers (provisional),
(c) registered semi-skilled workers, and
(d) registered semi-skilled worker (provisional)

as defined in section 2(1) of the Construction Workers Registration Ordinance (Cap. 583) for each of the relevant specified trade division in the Working Areas.

6.5 Engagement of Construction Industry Council's Graduates

[***Ref.**: SDEV's memo ref. DEVB(Trg) 133/4 (9) dated 7.12.2012*]

[***Mandatory** for all works contracts (except E&M contracts but including Design and Build as well as term contracts) with an estimated contract sum or estimated total expenditure of over **$200M** and with a construction period of **2 years** or longer*]

6.5.1 "**ECMTS Graduate**" means a person who has successfully completed a training course conducted by the Construction Industry Council under the Enhanced Construction Manpower Training Scheme (ECMTS) no more than twenty-six weeks before the date on which the person is first employed to work on the contract. A person who has completed a training course conducted by a contractor or a subcontractor under the Contractor Cooperative Training Scheme administered by the Construction Industry Council is not an ECMTS Graduate. The date the person is treated as having completed a relevant training course is the date specified on the certificate issued by the Construction Industry Council under the ECMTS.

6.5.2 The *Contractor* employs a minimum of [*insert number*] ECMTS Graduates in the trade they graduated in under the ECMTS within twenty-six weeks of the Contract Date, unless otherwise agreed by the *Project Manager*. For the purpose of this clause, an ECMTS Graduate may be employed by the *Contractor* or Tier Subcontractor.

6.5.3 An ECMTS Graduate is employed to work within the Working Areas.

6.5.4 During the employment, the *Contractor* pays an ECMTS Graduate a wage of no less than the higher of

(a) HK$10,000 per month for the first six calendar months,
(b) HK$15,000 per month after the first six calendar months, or
(c) the minimum wage as provided in the Minimum Wage Ordinance (Cap. 608).

6.5.5 An ECMTS Graduate is employed for a minimum of twelve calendar months, unless there is no work or insufficient work in connection with the contract in the relevant trade. The *Contractor* demonstrates to the *Project Manager* that it has used all reasonable endeavor to find sufficient work.

The *Contractor* promptly notifies the *Project Manager* with reasons if

(a) an ECMTS Graduate's employment comes to an end because he/she
  (i) resigns,
  (ii) becomes incapacitated by physical or mental illness or is otherwise unable or unfit to discharge the duties, or
  (iii) commits any act that results in termination of their employment contract without notice or payment in lieu under the law,
(b) there is any change in the employment terms of ECMTS Graduate, or
(c) the *Contractor* or Tier Subcontractor intends to terminate the employment of ECMTS Graduate.

The *Contractor* employs a replacement ECMTS Graduate within eight weeks of the date on which the employment of such ECMTS Graduate ends. The replacement may either be employed for the remaining period of the pervious ECMTS Graduate or a longer period. The *Contractor* may seek the *Project Manager*'s acceptance to defer the replacement if the *Contractor* demonstrates it has taken all reasonable endeavors to find a replacement within the above deadline.

6.5.6 The *Contractor* submits the name, relevant qualifications and experience of each ECMTS Graduate to the *Project Manager* for record.

6.6 Employment of technician apprentices and building and civil engineering graduates

[***Mandatory** for capital works contracts exceeding **$50M***]

[***Ref.**: ETWB TC(W) No. 12/2003 Modified from SCC47*]

6.6.1 The *Contractor* employs at least the minimum number of technician apprentices and building or civil engineering graduates and complies with other requirements in relation to their employment as specified in the Scope.

6.6.2 The *Contractor* ensures that all employed technician apprentices attend a course of instruction at an approved technical institution leading to the award of

(d) a Higher Certificate in Building Studies, Civil Engineering or Building Services, or
(e) other comparable qualification.

6.6.3 The *Contractor* ensures that all employed building and civil engineering graduates are provided with practical training on site for a minimum of 12 months or 70% of the time between the first *access date* and the Completion Date, whichever is longer, and comply with established training guidelines for the relevant disciplines.

6.7 Fair wages

[***Ref.**: modified from GC40*

SDEV's memo

6.7.1 The *Contractor* pays, and ensures Tier Subcontractors pay, rates of wages and observes hours and conditions of labour which are not less favorable than the general level of wages, hours and conditions observed by other employers whose general circumstances in the trade or industry in which the *Contractor* or the Tier Subcontractor is engaged are similar.

ref.(02VKU-01-3) in DEVB(W)510/17/01 dated 16.12.2016 and (02YWL-01-2) in DEVB(W)510/17/01 dated 5.2.2018

modified fromSCC67A]

6.7.2 Unless a Site Worker is a Casual Worker as defined in PS section [*insert reference*], all Site Workers are
(a) engaged in accordance with the PS section [*insert reference*],
(b) employed under a written employment contract entered into with the *Contractor* or a Tier Subcontractor,
(c) employed under terms that are no less favourable than the specimen employment contract in **Appendix** [*insert reference*] and
(d) paid wages at least once per month.

The *Contractor* includes the above requirements in each subcontract and requires all Subcontractors to include the same requirements in all contracts with their subcontractors.

6.7.3 The *Contractor* makes arrangements with a bank to pay Site Workers in accordance with the PS section [*insert reference*] within two weeks of the Contract Date.

Site Workers who do not have a personal bank account in Hong Kong are paid by personal cash cheque in accordance with PS section [*insert reference*].

Each calendar month, the *Contractor* submits to the *Project Manager*
(a) a signed declaration that all Site Workers' wages payable have been paid, and
(b) a record of payments made.

6.7.4 The *Contractor* provides a suitably qualified employee to act as Assistance Clerical Officer (Labour Relations) to monitor wages in accordance with the PS section [*insert reference*].

[***NOTE**: This clause 6.7.4 is **only** applicable to those contracts requiring the Contractor to provide Assistant Clerical Officers (Labour Relations) (e.g. in-house managed contracts).*]

6.8 Passes

[***Ref.**: modified from GC41*]

6.8.1 The *Supervisor* may issue passes for accessing the Working Areas and require the *Contractor* and its people to apply for the same. Any person who fails to show his/her pass when requested by the *Supervisor* or its authorised persons may be refused access.

6.8.2 If required by the *Supervisor* the *Contractor* submits the names and other particulars of its people requiring passes to the *Supervisor*.

6.8.3 The *Contractor* returns an issued pass upon request by the *Supervisor* or when it is no longer required. In any event, the *Contractor* returns all issued passes within a week of the Defect Certificate being issued.

Section 7 Programme

7 Programme

7.1 In addition to the provisions of NEC Clause 31.2, the *Contractor* takes into account the details and requirements of programme submission as described in clause [1.08] of the GS and clause [*insert reference*] of the PS.

Section 8 Completion

8.1 Completion

8.1.1 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.

*[***NOTE***: Amend to suit if secondary Option X5 is not adopted.]*

8.1.2 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 clause 8.1.1(a) 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.

8.1.3 In connection with NEC Clause 11.2(7), any work, service and action as referred to in clause 8.1.1(a) 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 8.1.2 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(7), or

(b) Any part of the work, service or action left unfinished by the accepted date(s) in accordance with clause 8.1.2 above shall constitute a notified Defect following notification to the *Contractor* by the *Supervisor*.

8.1.4 In connection with NEC Clause 11.2(7), any work, service and action as referred to in clause 8.1.1(b) 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(7), 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*.

8.2 Sections of the *works*

[**Optional**]

8.2 The *works* are divided into [*insert number*] *sections* as described below:

[*list and describe each section.*]

8.3 Establishment Works

[**Optional***: for contracts with Landscape Works*]

8.3.1 For the purpose of this clause,

"**Establishment Works**" means the regular inspections, cultivations and other operations specified to be performed during the period stated in the Scope for such inspections, cultivations and other operations.

"**Landscape Hardworks**" means paving, tree grilles, tree guards and tree rings and any other items identified as such in the Scope.

"**Landscape Softworks**" means all work of a horticultural nature and shall include placing, cultivation and preparation of topsoil and subsoil layer, supply and planting of trees, shrubs, grass and other plant materials and any work essentially associated with it.

"**Landscape Works**" means Landscape Softworks, Landscape Hardworks and Establishment Works.

8.3.2 The Establishment Works form part of the *works* but do not comprise work which the *Contractor* is required to complete for Completion.

[***NOTE****: This clause 8.3.2 is used when the Establishment Works is not required to complete for Completion*]

8.3.3 The start date for Establishment Works is the day immediately following the date of completion of the Landscape Softworks. The *Project Manager* notifies the *Contractor* the date of completion of the Landscape Softworks. The *Contractor* completes the Establishment Works within the period stated in the Scope.

Section 9	**Corruption Prevention**	
9.1 Ethical commitment	9.1.1	The *Contractor* requires its directors, employees, agents and Subcontractors to declare in writing to the *Contractor* any conflict or potential conflict between their personal or financial interests and their duties in connection with the contract. If such a conflict or potential conflict is disclosed in a declaration, the *Contractor* immediately acts to mitigate as far as possible or remove the conflict or potential conflict.
	9.1.2	The *Contractor* ensures its directors, employees, agents and Tier Subcontractors do not undertake any work or employment or enter into any arrangement which causes or potentially results in a conflict between their personal or financial interests and their duties in connection with the contract.
9.2 Contractor's interim statements	9.2.1	The form of *Contractor*'s application for payment includes a declaration stating that it and each Subcontractor have complied with their obligations to prevent (a) a Corrupt Act, (b) disclosure of information, and (c) a conflict of interest.
9.3 Acknowledge-ment of being Notified of the Ethical Requirements	9.3.1	The *Contractor* acknowledges that it has been reminded that dishonesty, theft and corruption on its part or those of its directors, employees, agents and Subcontractors, may lead to prosecution under, without limitation, section 9 of the Prevention and Bribery Ordinance (Cap. 201), section 17, section 18D or section 19 of the Theft Ordinance (Cap. 210) and section 161 of the Crimes Ordinance (Cap. 200). These offences commonly carry upon conviction terms of imprisonment.

Section 10	**Test and inspection**	
10.1 Test and inspection	10.1.1	The *Contractor* 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, the Drawings and the BIM Contents.
	10.1.2	All Plant, Materials and workmanship are to be in accordance with the contract and subject to such tests and inspections as the contract requires at the place(s) of manufacture, the Working Areas, or such other place(s) as may be specified in the contract.
	10.1.3	Tests to be carried out in the *Client*'s laboratories in connection with the *works* are free of charge.

Section 11	**Quality**	
11.1 Quality Assurance for Structural Concrete	11.1.1	The *Contractor* only uses structural concrete that is produced by a certified plant and supplied by a concrete supplier certified under the Quality Scheme for the Production and Supply of Concrete by Hong Kong Quality Assurance Agency or other certification bodies accredited by the Hong Kong Accreditation Service.
[***Ref.***: ETWB TC(W)No. 57/2002]		[***NOTE:*** *for all public works contracts (except for those located at remote areas such as outlaying islands or where the volume of structural concrete involved is less than 50m^3)*]
	OR 11.1.1	Within four weeks of the Contract Date, the *Contractor* submits to the *Project Manager* for acceptance a quality system for production and supply of structural concrete. The quality system contains detailed information as required by the Quality System for Production and Supply of Structural Concrete at **Appendix** [*insert reference and see Annex 1 to Appendix A of ETWB TCW No. 57/2002*] to the Scope. The *Contractor* only uses structural concrete that is produced and supplied in accordance with the quality system accepted by the *Project Manager*. [***NOTE:*** *for all other contracts including structural concrete*]
11.2 Quality assurance for prefabricated rebar product	11.2.1	For the purpose of this clause, "**the List**" means the List of Approved Steel Reinforcing Bar Prefabrication Yards maintained by the Government, "**rebar**" means a steel reinforcing bar, and "**prefabricated rebar product**" includes cut and bent rebar, reinforcement cage and threaded/coupled rebar produced in an off-site prefabrication yard.

11.2.2 The *Contractor* only uses prefabricated rebar product supplied by a prefabrication yard that is on the List.

The *Contractor* submits a proposal for the supply of prefabricated rebar product to the *Project Manager* for acceptance. The proposal includes

(a) the name of the proposed prefabrication yard,
(b) the parts of the *works* where the prefabricated rebar products are to be used,
(c) whether cutting and bending of rebars at the proposed prefabrication yard are involved,
(d) whether carrying out of the fabrication of reinforcement cages or threading / coupling of rebars using reinforcement connectors at the proposed prefabrication yard is involved,
(e) if sub-clause (d) above is affirmative, records showing the proposed prefabrication yard has obtained separate approval from the Government for such fabrication process(es), and
(f) the storage and traceability system of rebar products within the Working Areas for identifying the rebars and prefabricated rebar products produced by the proposed prefabrication yard and other rebars for on-site cutting and bending or for fabrication of reinforcement cages or threading / coupling of rebars using reinforcement connectors for on-site installation.

The *Contractor* does not proceed with the relevant *works* until the *Project Manager* has accepted its proposal. The proposed prefabricated yard accepted by the *Project Manager* is hereinafter referred to as the "**approved prefabricated yard**".

11.2.3 For each delivery of the prefabricated rebar products to the Site, the *Contractor* submits to the *Project Manager* the documents showing that such products are
(a) produced by the approved prefabrication yard,
(b) in compliance with the quality assurance scheme of the approved prefabrication yard, and
(c) in compliance with the Construction Standard CS2 / BS 4449 / BS 4482 / BS 8666 including amendments thereto and replacement thereof and other relevant prevailing technical memorandums, practice notes, codes of practice, specifications and etc. issued by the Government.

11.2.4 (a) The requirements pertaining to submission of particulars of reinforcement and testing of reinforcement under the contract do not apply in respect of the cut and bent rebars and reinforcement cages produced by the approved prefabrication yard for use in the *works*. Those requirements not to be applied include but are not limited to the following:
[***NOTE:*** *Adopt the provisions below if GS for Civil Engineering Works 2006 Edition is used under the contract. Update or revise as per the latest version of the GS applicable to the contract.*]

(i) Submissions: General Specification for Civil Engineering Works 2006 Edition clauses 15.12 and 15.17(a), (e) and (f), and
(ii) Testing: General Specification for Civil Engineering Works 2006 Edition clauses 15.30, 15.31, 15.32, 15.33A, 15.36 and 15.37.

(b) If carrying out of the fabrication of reinforcement cages or threading / coupling of rebars using reinforcement connectors at the approved prefabrication yard is involved, the requirements pertaining to the submission of particulars of reinforcement connectors and testing of reinforcement connectors under the contract do not apply in respect of the threaded / coupled rebars, if any, produced by the approved prefabrication yard for use in the *works*. Those requirements not to be applied include but are not limited to the following:
[***NOTE:*** *Adopt the provisions below if GS for Civil Engineering Works 2006 Edition is used under the contract. Update or revise as per the latest version of the GS applicable to the contract.*]

(i) Submissions: General Specification for Civil Engineering Works 2006 Edition clauses 15.15 and 15.17(d), and

(ii) Testing: General Specification for Civil Engineering Works 2006 Edition clauses 15.30, 15.31, 15.32, 15.35 and 15.40.

11.2.5 Save as expressly provided in clauses 11.2.3 & 11.2.4 above, the engagement by the *Contractor* of the approved prefabrication yard to supply prefabricated rebar products does not relieve the *Contractor* from any liability or obligation under the contract and does not in any way limit or exclude any right or remedy which the *Client* may have against the *Contractor* under the contract.

11.2.6 If the approved prefabrication yard is removed from the List, the *Contractor* does not use any rebar products produced on or after the date of removal in the *works* and submits a revised proposal in accordance with clause 11.2.2 above. The removal of the approved prefabrication yard from the List is not a compensation event.

Section 12 Environmental matter

12.1 Environmental Management Plan

12.1.1 "**Environmental Management Plan**" means the Environmental Management Plan (**EMP**) referred to in this clause, including any revised or updated version thereof, prepared by the *Contractor* in accordance with the Scope.

[Optional]

[***NOTE:*** *for contracts with Pay for Environmental Scheme*]

12.1.2 Within three weeks of the Contract Date, the *Contractor* prepares a draft EMP in accordance with the Scope [and the Outline EMP][1] and submits [*insert number*] copies of the draft EMP to the *Supervisor* for comments.

[***NOTE:*** [1] *Insert 'and the Outline EMP' in case of tenders selected based on a marking scheme where the Outline EMP is part of the Contractor's technical proposal.*]

12.1.3 If the *Supervisor* is of the opinion that the draft EMP does not meet the requirements of the contract, it instructs the *Contractor* to revise the draft EMP and the *Contractor* revises the draft EMP and re-submits within one week of the date of the notice.

12.1.4 Within six weeks of the Contract Date, the *Contractor* finalises the EMP and submits [*insert number*] hard copies of the EMP and a soft copy in Microsoft Word format to the *Supervisor*.

12.1.5 The *Contractor* reviews and updates the EMP monthly and submits [*insert number*] hard copies of the updated part of the EMP and a soft copy in Microsoft Word format to the *Supervisor*.

12.1.6 The *Contractor* provides all facilities, access and assistance to the *Supervisor* to periodically verify the EMP implementation. If the *Supervisor* is of the opinion that the EMP is not properly implemented, the *Supervisor* notifies the *Contractor* of such failure and the *Contractor* takes all necessary steps promptly to rectify the failure.

12.1.7 The submission of EMP does not relieve the *Contractor* from any of its obligations or responsibilities under the contract.

12.1.8 The *Contractor* complies with the EMP and ensures compliance with the provision of the necessary environmental measures as specified in the contract in Providing the Works, including compliance by its employees and Tier Subcontractors. The *Contractor* provides any other parties working in the Working Areas, including utility undertakings, with a copy of the EMP and requests those parties to comply with it. The *Supervisor* has the power to order any person who, or plant or equipment which, fails to comply with the EMP to be removed from the Working Areas.

12.1.9 For work involving demolition, the *Contractor* submits a method statement for the work as part of the EMP to the *Supervisor* for approval prior to the commencement of the demolition on the Site. The *Contractor* includes in the method statement the sequence of demolition and the work programme to facilitate effective recovery of reusable and/or recyclable portions of construction and demolition materials at the earliest stage, so as to minimise the need for subsequent sorting, and specify the measures to minimise nuisance affecting the immediate vicinity. Particular attention shall be given to materials that will cause contamination or ill-health to workers. Construction and demolition materials arising from demolition debris shall be separated into the following categories:

(a) broken concrete,
(b) other inert materials, e.g. blockwork, brickwork etc.,
(c) metals, e.g. reinforcement bars, mechanical and electrical fittings, building services fittings, hardware etc.,
(d) general refuse, and
(e) hazardous materials.

[**Optional**]
[***NOTE:*** *This clause is to be used if the works involve demolition.*]

12.2 Disposal ground

12.2.1 The *Contractor* does not dispose of construction and demolition materials generated by the Site at any place other than the disposal grounds designated in the contract or directed by the *Project Manager* or such alternative disposal grounds as proposed by the *Contractor* and accepted by the *Project Manager* in accordance with [*insert reference*] of the Particular Specification.

12.2.2 Notwithstanding any other provisions in the contract, the *Project Manager*'s acceptance or non-acceptance of any alternative disposal ground proposed by the *Contractor* does not in any way relieve the *Contractor* of any duty or responsibility under the contract nor entitle the *Contractor* to any adjustment of the Prices or Completion Date.

12.3 Use of non-road mobile machinery approved under the Air Pollution Control (Non-road Mobile Machinery) (Emission) Regulation

12.3.1 Unless otherwise agreed by the *Project Manager*, the *Contractor* only uses on the Site the following types of approved non-road mobile machinery as defined in section 2 of the Air Pollution Control (Non-road Mobile Machinery) (Emission) Regulation (Cap. 311Z):

(a) all generators
(b) all air compressors
(c) all excavators
(d) all crawler cranes

which are powered by internal combustion engines with a maximum net power between 19 kilowatt and 560 kilowatt.

[***Mandatory** for use in capital works contracts including design and build contracts with estimated contract value exceeding **$200M***]

12.3.2 If agreed by the *Project Manager*, the *Contractor* may use exempted non-road mobile machinery as defined in section 2 of the Air Pollution Control (Non-road Mobile Machinery) (Emission) Regulation (Cap. 311Z) for the types of machinery stated in clause 12.3.1 above. The agreement of the *Project Manager* may cover the whole or part of the quantity of the type of machinery concerned.

12.3.3 Nothing in this clause shall derogate from or relieve the *Contractor* from any of its obligations under the contract and the applicable law in Hong Kong including the Air Pollution Control (Non-road Mobile Machinery) (Emission) Regulation (Cap. 311Z) in respect of all non-road mobile machinery on the Site.

12.4 Use of ultra-low sulphur diesel

12.4.1 Subject to clause [*insert reference*] of the Particular Specification for B5 diesel, all Equipment powered by diesel fuel, whether they belong to the *Contractor* or its Subcontractors, must only be replenished with ultra low sulphur diesel (defined as diesel fuel containing not more than 0.005% by weight of sulphur) ("ULSD") when working on the Site. The *Contractor* maintains a summary record of all delivery notes of ULSD delivered to the Site, including those ordered by its subcontractors, together with the details of consumption of such fuel by individual Equipment on the Site and the date of arrival and departure of the Equipment to and from the Site. The record of fuel deliveries is supported by the original receipts of delivery notes from oil companies. Both the record and delivery receipt are kept on the Site for inspection by the *Supervisor* or its site supervisory staff upon request.

12.4.2 The *Supervisor* may order at any time any number of fuel samples to be taken from any diesel-operated Equipment, fuel tank and/or container on the Site, except those which the *Contractor* can substantiate that the Equipment, fuel tank and container concerned has/have been brought to the Site recently according to the summary record maintained pursuant to clause 12.4.1 above, and has/have never been replenished with any fuel since its arrival. The sulphur content of the fuel samples shall be tested by a HOKLAS accredited laboratory using internationally recognized testing methods such as ASTM D2622, ISO 14596 and ISO 20884. The laboratory to carry out the test shall be proposed by the *Contractor* and agreed by the *Supervisor*.

Section 13 Health and Safety

13.1 Safety Plan

[***Ref.***:
Appendix II(a), Chapter 3, Construction Site Safety Manual for capital works contracts with Safety Plan requirements Modified from SCC23(1) to (9)]

13.1.1 "**Safety Plan**" means a document, including any revised or updated version, setting out details of the safety management system that the *Contractor* will implement on the Site, together with any other measures and information required by the contract to ensure safety and health to Provide the Works.

13.1.2 Within two weeks of the Contract Date, the *Contractor* submits three copies of a draft Safety Plan to the *Supervisor*.

13.1.3 Within one week from the submission of the draft Safety Plan, the *Contractor* arranges and holds an ad hoc meeting (or meetings if necessary) with the *Supervisor* to discuss the draft Safety Plan. Where the *Supervisor* is of the opinion that the draft Safety Plan does not meet the requirements of the contract it requests that the *Contractor* remedy the deficiency prior to submitting the Safety Plan to the *Supervisor*.

13.1.4 Within five weeks of the Contract Date, he *Contractor* submits six copies of the Safety Plan to the *Supervisor*.

13.1.5 The *Contractor* reviews the Safety Plan at monthly intervals and revises and updates the Safety Plan if necessary.

13.1.6 The *Contractor* complies with the Safety Plan and ensures its employees and subcontractors comply with the Safety Plan. The *Contractor* provides any other party working on the Site including utility undertakings with a copy of the Safety Plan and requests those parties comply with it. The *Contractor* reports any person who fails to comply with the Safety Plan to the *Supervisor*.

13.1.7 If the *Supervisor* is of the opinion that the Safety Plan does not meet the requirements of the contract, the *Supervisor* instruct the *Contractor* to revise or update the Safety Plan and the *Contractor* complies with that requirement within one week of the date of the instruction.

13.1.8 The *Contractor* provides all facilities, access and assistance to the *Supervisor* to periodically verify that the Safety Plan is being properly and fully implemented. If the *Supervisor* is of the opinion that the Safety Plan is not being properly and fully implemented and the failure may adversely affect the safety and health of any person or the safety of any property on or adjacent to the Site, the *Supervisor* notifies the *Contractor* in writing of such failure and the *Contractor* takes all necessary steps to rectify that failure immediately. For the avoidance of doubt, these do not limit or take away from the *Supervisor* any power under the contract.

13.1.9 This clause does not relieve the *Contractor* from any of its obligations or responsibilities under the contract.

13.2 Site cleanliness and tidiness

[***Ref.**: DEVB TC(W) No. 8/2010*

Modified from SCC41

DEVB's memo ref. DEVB(W) 505/91/01 dated 17.5.2017]

13.2.1 For the purpose of this clause,

"**Public Cleaning Areas**" means those public areas of the Site where no work is carried out other than cleaning by the *Contractor* and which have to be maintained open to the general public throughout the progress of the *works*, the extent of which is specified in [*insert reference*]. For the avoidance of doubt, Site includes Public Cleaning Areas.

"**Daily Cleaning**" means daily cleaning and tidying up of the Site in accordance with [*insert reference*]. Any instruction given by the *Project Manager* due to such cleaning and tidying up work performed outside the *boundaries of the site* shall not constitute a compensation event.

"**Weekly Tidying**" means weekly overall cleaning and tidying up of the Site in accordance with [*insert reference*].

"**Cleaning Day**" means a day on which "Daily Cleaning" is to be carried out.

"**Cleaning Week Day**" means a day on which "Weekly Tidying" is to be carried out.

13.2.2 From the *starting date* to the Completion Date, the *Contractor*, unless otherwise instructed by the *Supervisor* (except on a General Holiday), the *Contractor* carries out either Daily Cleaning or Weekly Tidying. The time for commencing Weekly Tidying and the day of every week for the Cleaning Week Day is agreed with the *Supervisor* within one week of the date for the *starting date*. If a day on which the Weekly Tidying scheduled falls on a General Holiday, the *Contractor* carries out the Weekly Tidying on the day following which is not a General Holiday.

13.2.3 The *Supervisor* has absolute discretion to instruct the *Contractor* to cease or suspend all or part of the Daily Cleaning and/ or Weekly Tidying of the Site at any time during the contract. Such instruction does not constitute a compensation event.

13.2.4 The *Supervisor* has the power to instruct the *Contractor* to clean and tidy up the areas around the Site if, in the judgment of the *Supervisor*, the rubbish and debris are likely to be connected with the *works* or disposed of by the persons working on the Site, and the *Contractor* is not entitled to claim for compensation events due to such cleaning and tidying up work performed outside the *boundaries of the site*.

13.2.5 The *Contractor* is only entitled to payment for one day of "Daily Cleaning" or "Weekly Tidying", but not more of either, for the cleaning and tidying up work carried out by the *Contractor* on any one Cleaning Day or Cleaning Week Day. An instruction given by the *Project Manager* due to such cleaning and tidying up work performed outside the *boundaries of the site* shall not constitute a compensation event.

Section 14 Title

14.1 Title

14.1.1 Title to earthworks material is stipulated in clause [6.12] of the GS.

Section 15 Accounts and records

15.1 Accounts and records related to the Defined Cost

15.1.1 The *Contractor* 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, which should be sufficient to show that the applied cost is reasonably incurred and properly justified for payment.

The *Contractor* maintains proper inventories to record the details of every batch of plant, materials and equipment delivered to or removed off site including information such as brands, models, sizes, quantities, ownership, etc. wherever practicable.

Typical records for the direct purchase of a cost item provided by the *Contractor* include the following:

- invoice
  shows the description and quantity of works and the corresponding price offered by the supplier to the *Contractor*
- purchase order
  as the *Contractor*'s instruction of procurement to the supplier
- delivery note
  confirmation of Plant and Materials or Equipment delivered
- transaction record
  shows the monetary amount actually paid to the supplier
- payment receipt
  an acknowledgement of receipt of payment by the supplier

15.1.2 The *Contractor* provides specific information in respect of the following cost components:

(a) People
  (i) updated organisation chart and full list of staff
  (ii) attendance records or time-sheets of part-time employees

(b) Equipment
  (i) any discounts, rebates and taxes that could be recovered
  (ii) justifications for idling of mechanical Equipment on site

(c) Plant and Materials
  (i) information in relation to contra-charge its Subcontractor for the supply of Plant and Materials,
  (ii) payment received for disposal of Plant and Materials in excess

(d) Subcontractors
  (i) information in relation to any contra-charge under a subcontract
  (ii) details and justifications for variations, missing items and claims and the principle of assessment

15.2 Procurement Records
[***NOTE**: For Options C & D*]

15.2.1 If instructed by the *Project Manager*, the *Contractor* provides records to demonstrate adherence to its internal procurement procedures in procuring the subcontracts.

15.3 Adoption of Facial Recognition System

[*NOTE: For Options C & D*]

15.3.1 The *Contractor* adopts a Facial Recognition System (or other advanced technology/system as accepted by the *Project Manager*) which records and verifies the information of all people entering and leaving the Working Areas

15.3.2 The *Contractor* submits full attendance records extracted from the Facial Recognition System with each of its application for payment to the *Project* Manager for the costs of people concerned.

15.3.3 The specifications for the Facial Recognition System are contained in Annex 4 to this Scope.

15.4 Declaration as to costs of people in each payment application

[*NOTE: For Options C & D*]

15.4.1 The *Contractor* submits with each of its application for payment to the *Project Manager* under NEC Clauses 50.2 and 53.1 a declaration in the form contained in Annex 5 to this Scope.

15.4.2 The declaration shall be duly signed by a person authorised to sign Government contracts on the *Contractor*'s behalf (or, in the case of an unincorporated joint venture, by a person authorised to sign Government contracts on each participant's behalf). If the *Contractor* fails to submit the declaration as required in clause 15.4.1 above, the *Client* shall be entitled to withhold payment to the *Contractor* until such declaration is submitted. If a payment is late because the *Contractor* fails to submit the declaration as required in clause 15.4.1 above, interest is not paid on the late payment.

Section 16 Working with Others

16.1 Permits for excavation works under Land (Miscellaneous Provision) Ordinance (Cap. 28)

[***NOTE**: for contracts involving application for Excavation Permits under the Land (Miscellaneous Provision) Ordinance (Cap. 28)*]

16.1.1 For the purpose of this clause,

"**Authority**" means the Authority referred to in the Ordinance.

"**Economic Cost**" means the economic costs referred to in Schedule 3 of the Ordinance.

"**Excavation Permit**" means any excavation permit issued by the Authority under the Ordinance in respect of the work required to Provide the Works including any extension and amendment of the excavation permit.

"**Nominated Permittee**" has the same meaning as "nominated permittee" defined in the Ordinance.

"**Ordinance**" means the Land (Miscellaneous Provisions) Ordinance (Cap. 28).

"**Permittee**" has the same meaning as "permittee" defined in the Ordinance.

"**Street Maintained by the Highways Department**" has the same meaning as "street maintained by the Highways Department" defined in the Ordinance.

16.1.2 (a) Where excavation in a Street Maintained by the Highways Department that requires an Excavation Permit under the Ordinance is required to Provide the Works, the *Contractor* requests the *Client* to apply for the Excavation Permit from the Authority. The *Client* is the Permittee and the *Contractor* is nominated by the *Client* as the Nominated Permittee of the Excavation Permit. The *Contractor* does not withhold or withdraw its consent to the nomination and agreement to comply with the conditions in the Excavation Permit. The *Contractor* takes all necessary actions to comply with the conditions in the Excavation Permit including those conditions applicable to the Permittee and uses its best endeavours to assist the *Client* and its agents, employees or workers to comply with the same.

(b) Where excavation in land other than Street Maintained by the Highways Department that requires Excavation Permit under the Ordinance is required to Provide the Works, the *Contractor* applies to the Authority for an Excavation Permit as the Permittee or for an exemption under section 10B of the Ordinance as the case may be.

16.1.3 If the *Contractor* has defaulted in one of the following ways, the *Contractor* is considered as having substantially failed to comply with its obligations for the purposes of NEC Clause 91.2, R11 (without prejudice to the generality of R11):

(a) has unreasonably withheld or withdrawn its consent to be the Nominated Permittee of and its agreement to comply with the conditions in the Excavation Permit for excavation in Street Maintained by the Highways Department required to Provide the Works, or

(b) has failed to obtain the approval to be a Nominated Permittee from or has its approval withdrawn by the Authority in relation to any Excavation Permit for excavation in Street Maintained by the Highways Department required to Provide the Words.

16.1.4 Notwithstanding clause 16.1.3 above, if the *Contractor* has acted in the way as provided in clauses 16.1.3(a) and 16.1.3(b), the *Project Manager* gives the *Contractor* two-week notice to rectify such situation. If the *Contractor* fails to comply with such notice, the *Client* may but is not obliged to carry out such works by its own workers or to nominate other contractors to be the Nominated Permittee and shall have such works carried out by those other contractors. All additional expenditure incurred by the *Client* is paid by the *Contractor*.

16.1.5 In relation to any Excavation Permit referred to in clause 16.1.2(a) above or any extension in respect thereof,

(a) save as expressly provided elsewhere in the contract, the *Client* shall pay all prescribed fees under the Ordinance except that the *Client* shall be entitled to recover from the *Contractor* the prescribed fees for such Excavation Permit as may be required for carrying out any maintenance work including any work of repair or rectification, or making good any defect, imperfection, shrinkage, settlement or other fault and the necessity for such work is, in the *Project Manager*'s opinion, due to the use of materials or workmanship not in accordance with the contract or due to neglect or failure on the part of the *Contractor* to comply with any of its expressed or implied obligations under the contract,

(b) the *Project Manager* notifies the *Contractor* when an Excavation Permit has been obtained. If during the course of the work or during the continuance of the contract a revision to an Excavation Permit has become necessary, the *Contractor* notifies the *Project Manager* immediately,

(c) if instructed by the *Project Manager*, before the commencement of any work covered by the Excavation Permit, the *Contractor* sends to the Authority pursuant to section 10I of the Ordinance a notice using the prescribed form enclosed in **Appendix** [*insert reference*] to the *additional conditions of contract* or, using such other form as may be instructed by the *Project Manager* giving its consent to be the Nominated Permittee of the Excavation Permit and agreement to comply with the conditions in the Excavation Permit,

(d) the *Contractor* advises the *Project Manager* promptly the need for an extension to an Excavation Permit and requests the *Client* to apply for such extension,

(e) the *Contractor* provides all necessary assistance to the *Client* in the process of any application for an Excavation Permit or any extension in respect thereof, including supply of all necessary information to the *Project Manager*,

(f) the *Client* is not liable in any way for failing to submit any application for an Excavation Permit and any extension in respect thereof unless the *Contractor* has complied with its obligations under clause 16.1.2(a) and clauses 16.1.5 (a), (b), (c), (d) and (e) above and has allowed the *Client* sufficient time to prepare the application, and

(g) the *Client* is entitled to recover from the *Contractor* any fees including Economic Cost paid by the *Client* for an extension in respect of a permit referred to in sections 10A(3) and 10D(4) of the Ordinance.

Provided that the *Client* returns any refund from the Authority of any fees including Economic Cost so recovered or deducted. The *Contractor* provides all necessary assistance or information to the *Client* to assist it in applying to the Authority for any review under the Ordinance for the purpose of refund of fees including Economic Cost.

Provided further that on application of the *Contractor* the *Project Manager* is of the opinion that the need for such extension is partly or wholly caused by:

(i) the progress of the work being materially affected by an instruction given by the *Project Manager* changing the Scope, or
(ii) a disturbance for which the *Client*, the *Project Manager*, the *Supervisor* or Others engaged by the *Client* in supplying materials or in executing work directly connected with but not forming part of the *works* required to Provide the Works is responsible,

the *Project Manager* determines a fair share of the fees including Economic Cost to be borne by the *Client* who pays such share to the *Contractor*.

For the avoidance of doubt, the opening up for inspection of any work covered up or put out of view, or the testing of materials or workmanship not required by the contract but directed by the *Project Manager* or the *Supervisor* is not regarded as a disturbance within the meaning of paragraph (ii) in the last proviso to sub-clause (g) of this clause unless such inspection or testing showed that the work, materials or workmanship were in accordance with the contract.

16.1.6 In relation to any Excavation Permit referred to in clause 16.1.2(b) or any extension in respect thereof, the *Contractor* pays all prescribed fees under the Ordinance.

16.1.7 In relation to any Excavation Permit under clause 16.1.2(a) or 16.1.2(b) above and without prejudice to any other provision in the contract, the *Contractor* conforms in all respects with the conditions in any Excavation Permit which are applicable to any works required to Provide the Works to the extent that such conditions are to be observed by the *Contractor* under the Ordinance or under the contract and indemnifies and keeps indemnified the *Client*, its agents, employees and workers against all penalties or liabilities of every kind for breach of any such conditions in any Excavation Permit, whether such conditions are stipulated in the Excavation Permit to be observed by the Permittee, the Nominated Permittee or both the Permittee and the Nominated Permittee if and to the extent that such breach is attributable to the act, default or neglect of the *Contractor*, its agents, employees or workers, or its Tier Subcontractors, their agents, employees or workers.

16.1.8 The *Contractor* continues to be responsible for liaising with utility undertakings and other relevant parties identified in the Scope in connection with Providing the Works, including without limitation co-ordinating and agreeing a programme with the relevant utility undertakings or other parties where applicable.

16.1.9 It is incumbent upon the *Contractor* to plan and programme its work to cater for restrictions imposed by the Authority.

16.1.10 The *Contractor* allows for in its plan and programme its obligation to comply with this clause (including without limitation clauses 16.1.2(a) and (b), clauses 16.1.5(a), (b), (c), (d) and (e) and clauses 16.1.7, 16.1.8 and 16.1.9) and the time that may be taken by the Authority to process the application for an Excavation Permit and any extension in respect thereof.

16.1.11 Notwithstanding clause 16.1.2(a), the *Client* may apply for an Excavation Permit required to Provide the Works in the absence of a request to do so from the *Contractor*. For the avoidance of doubt, the obligations of the *Contractor* under this clause remain unchanged (with the exception of making request to the *Client* in respect of application for the Excavation Permit) if the *Client* chooses to apply for an Excavation Permit of its own volition whether before, on, or after the Contract Date.

16.2 Works within the Railway Protection Area

[***NOTE**: only applies to public works contracts with works within the Railway Protection Area. Refer to TC(W) No. 1/2019 for details.)*]

16.2.1 This clause applies to *works* within the Railway Protection Area as shown in the Scope.

16.2.2 For the purpose of this clause,

"**Competent Person**" means the person assigned by the MTR Corporation Limited from time to time for the purposes of clause [*insert reference*] of the PS for works within the Railway Protection Area.

"**Isolation**" means isolation of the electrical equipment, which is the disconnection of a section of such equipment from all sources of electricity supply.

"**MTRCL**" means the MTR Corporation Limited.

"**Possession**" means possession of a specific section of track or tracks under the sole control of a Competent Person trained and qualified by MTRCL.

"**Railway**" means all the railway lines in the Hong Kong Special Administrative Region operated by MTRCL.

"**Railway Protection Area**" means the area enclosed by the railway protection boundary as shown on railway protection plans, which is situated approximately 30 m outside the outer surface of the railway structures/installations, the railway fence/wall, or the nearest rail if there is no railway fence/wall, but it encompasses the whole of any lot as appropriate where any part lies within the 30 m distance. At the railway stations, the area enclosed by the boundary is more extensive. The railway protection plans can be inspected at MTRCL or viewed from the official website of MTRCL.

"**Restriction**" means train speed restriction, which is a limitation of the normal permitted speed of rail traffic over a specified length of the railway track.

16.2.3 (a) The *Contractor* complies with the requirements for *works* in the Railway Protection Area as stated in the Particular Specification. The *Contractor* complies with any instructions given by MTRCL through the *Project Manager* with regard to planning, method of working, safety requirements and on any other matters which may affect the operation of the railway. Provided that if a situation occurs which in the opinion of either the *Contractor* or MTRCL may give rise to or actually constitute an emergency and either the *Contractor* or MTRCL considers that it is not practicable to communicate through the *Project Manager*, then the *Contractor* and MTRCL may communicate directly with each other and MTRCL may give a direct instruction to the *Contractor* to carry out any remedial or other works or repairs and such instruction is regarded as an instruction from the *Project Manager* for the purposes of the contract.

(b) If the *Contractor* is unwilling or unable at once to comply with a direct instruction from MTRCL, the *Contractor* permits MTRCL or MTRCL's workers or contractors to carry out the remedial works or other works or repairs.

(c) If in the opinion of the *Project Manager*, the *Contractor* was obligated under the contract to carry out the remedial or other works or repairs referred to in clause 16.2.3(b) above, all costs and charges which are in the opinion of the *Project Manager* properly incurred by MTRCL in carrying out the same is paid by the *Contractor*.

(d) The *Contractor* promptly notifies the *Project Manager* of any direct instruction given by MTRCL.

16.2.4 (a) If a period of Restriction, Possession or Isolation is required in order to carry out work required in the contract, the *Contractor* carries out such work within the times stated in the PS.

(b) If no times are stated in the PS, the *Contractor* through the *Project Manager* liaises with MTRCL who will decide if any part of the *works* is to be carried out during a period of Restriction, Possession or Isolation.

(c) For *works* within the Railway Protection Area, the *Contractor* agrees the method of working with MTRCL. Unless in the case of an emergency, the *Contractor* submits to MTRCL ten weeks before starting the relevant *works*
(i) its programme of works, and
(ii) details of any Restriction, Possession or Isolation previously notified as being necessary by MTRCL.

(d) If the *Contractor* requires access to the Railway Protection Area where a period of Restriction, Possession or Isolation is necessary, the *Contractor* initiates the necessary action to obtain approval from MTRCL. The *Contractor* is responsible for all delays caused through failure to submit the necessary application for approval, submission of inadequate information or late submission of any such application.

(e) If the *Project Manager* or MTRCL considers that the *Contractor* cannot complete the relevant work within the period of Restriction, Possession or Isolation, MTRCL may at its discretion cancel the Restriction and/or Possession and/or Isolation stated in the PS or previously agreed with MTRCL, MTRCL may at its discretion cancel the Restriction and/or Possession and/or Isolation, or employ other contractor(s) to finish or carry out such works as is necessary to enable the Restriction, Possession or Isolation to end at the earliest possible moment.

(f) A period of Restriction, Possession or Isolation cannot normally be extended, and if the *Contractor* fails to carry out the works during any such period, the *Contractor* applies to MTRCL for a further period of Restriction and/or Possession and/or Isolation.

(g) All expenses which in the opinion of the *Project Manager* are properly incurred by MTRCL as a result of MTRCL making necessary arrangements to assist the *Contractor* or carrying out any necessary work in accordance with clause 16.2.4(e) above is paid by the *Contractor*.

16.2.5 MTRCL has the right to cancel or alter the date and the timing of any Restriction, Possession or Isolation whether such date and timing are set out in the contract or have been previously agreed, if it is necessary for the safe and uninterrupted running of rail traffic. In such an event MTRCL makes alternative arrangement as soon as practicable.

Section 17 Service and other things to be provided

17.1 Specimen of insurance policy

[Optional]

17.1.1 The specimen of insurance policy for the insurance in respect of loss of or damage to property (except the *works*, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) caused by activity in connection with the contract is in **Annex 3** to this Scope.

17.2 Partnering workshops

17.2.1 To enhance collaboration amongst the *Client*, the *Project Manager*, the *Supervisor* and the *Contractor*, the *Project Manager* will organize partnering workshops requiring participation by the project teams of the *Client*, the *Project Manager*, the *Supervisor* and the *Contractor*. The number of partnering workshops will be determined by the *Project Manager* 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 *Project Manager* in advance of each workshop.

17.2.2 The costs incurred for organising the partnering workshops including engagement of facilitator, provision of catering service, etc. shall be equally shared between the *Client* and the *Contractor*.

17.3 Computer-aided-drafting (CAD) standard for works projects

[***NOTE:*** *Not applicable if BIM technology is used, DEVB TC(W) No. 1/2025 refers*]

17.3.1 CAD drawings are prepared conforming to the CAD Standard for Works Project version 1.03.00 (or later versions as agreed between the *Client* and the *Contractor* from time to time) as posted on the Development Bureau's web site

https://www.devb.gov.hk/filemanager/en/content_203/cswp%20v1.03.00.pdf

Drawings which are generated from BIM Models need not follow CSWP if it is technically impracticable.

17.4 Consent to the Client for verification of documents submitted by the Contractor and keeping the relevant information of person in a database

[Ref: SDEV's memo ref. ( ) in WP4S-022 005-011 dated 31 December 2025]

The *Contractor* gives consent to the *Client* to obtain from:

(a) any party who has been named in the Tender Submissions and/or documents submitted by the *Contractor* during the course of the contract,

(b) any issuing body of any test reports, certificates or documentary evidence mentioned or referred to in the Tender Submissions and/or documents submitted by the *Contractor* during the course of the contract,

(c) any other parties such as banks, insurers, employers, clients, the engineer, architect, professional bodies / institution and universities or the like that have been referred to in the Tender Submissions and/or documents submitted by the *Contractor* during the course of the contract,

all information which the *Client* considers relevant for the enforcement and administration of the contract, including but not limited to information to verify the legitimacy, completeness, authenticity and accuracy of any information included in the Tender Submissions and/or documents submitted by the *Contractor* during the course of the contract.

17.4.2 The consent in sub-clause 17.4.1 above shall be valid throughout the contract. If any consent from any other person is required for the *Client* to obtain any of the aforesaid information or document, the Contractor undertakes that it can obtain such consent when required by the Client. Further, upon request by the Client, the Contractor shall provide a written authorization to the Client if such written authorization is needed for the Client to obtain information and/or document(s) from the person or issuing body referred to in sub-clause 17.4.1(a) to (c) above.

17.4.3 The Contractor submits the name, relevant qualifications, experience and other required information of a proposed person to the *Project Manager* for acceptance in accordance with the contract. The *Contractor* also submits its proposed person's consent to the *Client* for collection, use, and input of such information of the proposed person into the database of the Government for the purposes of procurement and management of this contract and other contracts of the Government.