

**Ref : WB(W) 250/32/32**

**Group : 5**

**15 May 2000**

**Works Bureau Technical Circular 18/2000**

**Works Bureau Library of  
Standard Special Conditions of Contract  
for use with G.C.C. for Building Works, Civil Engineering Works and  
Electrical & Mechanical Engineering Works 1999 Editions**

**Scope**

This Circular promulgates the Library of Standard Special Conditions of Contract (the Library) for use with the General Conditions of Contract (GCC) for Building Works, Civil Engineering Works and Electrical & Mechanical Engineering Works 1999 Editions.

**Effective Date**

2. Subject to paragraph 6 below, this Circular takes immediate effect.

**Effect on Existing Circular**

3. This Circular supersedes WBTC No. 23/99.
4. This Circular shall be read in conjunction with the related WBTCs listed in the guidelines to the Special Conditions of Contract (SCC) clauses in the Library.
5. WBTC No. 8/99 will be superseded upon the promulgation of GCC for Building Works 1999 Edition and GCC for Electrical & Mechanical Engineering Works 1999 Edition.

### **Library of Standard Special Conditions of Contract**

6. The Library is attached at Appendix A. This Library shall be used with the GCC for Civil Engineering Works 1999 Edition. It shall also be used with GCC for Building Works 1999 Edition and GCC for Electrical & Mechanical Engineering Works 1999 Edition when they are ready for use by works departments.
7. Any SCC clause to be used in conjunction with 1999 Edition GCCs promulgated by WBTC issued after the date of this WBTC shall be deemed to have been included into the Library.
8. Except as may be otherwise provided in any particular WBTC, the SCC in the Library applicable to a particular project may be used on the approval of an officer at D1 level (or above) who is responsible for the preparation of the tender documents for the project.

### **Use of Proposed Special Conditions of Contract not held in the Library**

9. Any proposed SCC not in the Library (including any modification to the SCC in the Library) may be drafted and used as required on the approval of the Head of Department/Office or his delegate. This delegation should not be given below the rank of D1 level.
10. Should the Head of Department/Office or the delegated officer have any doubt as to the wording of a SCC not in the Library then the clause should be forwarded to the Legal Adviser of the Legal Advisory Division of Works Bureau for advice, through the relevant Contract Adviser, without reference elsewhere.
11. Contentious cases involving a major point of principle or change in policy should, at the discretion of Head of Department/Office, be referred to the Works Group Directors' Meeting for consideration.

### **Additions to or Deletions from the Library of Standard Special Conditions of Contract**

12. Additions to or deletions from the Library will be vetted by the Conditions of Contract Committee (CCC), for the approval of the Secretary for Works.
13. When any department develops a SCC that will have repeated use or could be of use to others then this SCC shall be submitted to the CCC, through the department's representative, with a view to placing the SCC in the Library.

### **Deletion of Provisions for Extension of Time due to Inclement Weather**

14. When the use of the SCC deleting GCC Clause 50(1)(b)(i) and/or (ii) and (ia) is contemplated the proposal must be approved by the Head of Department and details forwarded to Works Bureau (attention PAS(WP&S)) for endorsement. Tenders should not be invited until this endorsement has been received.

### **Vetting of Draft Tender Document**

15. The provision in LWBTC No. 3/85 requiring draft tender documents to be submitted to Legal Advisory Division of Works Bureau (LAD/WB)<sup>1</sup> for all contracts estimated to be in excess of \$100m remains unchanged. It should be noted that comments made on the draft by the relevant Contract Adviser should be attached for LAD/WB's information and that at least three weeks should be allowed for the vetting of documents by LAD/WB. The memo accompanying the tender documents should draw attention to the following :

- (a) SCT clauses and SCC clauses together with reasons for their incorporation;
- (b) Alterations, if any, to the standard versions of the Articles of Agreement and the Form of Tender and Appendix thereto; and
- (c) Any clause in PS, any item in the BQ, or any other matter relating to the tender documents or to the Contract which may have significant contractual or financial implications.

### **Numbering of SCC Clauses in Tender Documents**

16. It is not necessary for the project officers to use the SCC numbering in the Library in their tender documents. The project officers can use a numbering system to ensure continuity of the SCC numbering in the tender documents.

**( W. S. Chan )**  
**Deputy Secretary (Works Policy)**

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<sup>1</sup> The roles of AGC prescribed in LWBTC No. 3/85 have been taken up by LAD/WB since October 1998.

**WORKS BUREAU LIBRARY OF  
STANDARD SPECIAL CONDITIONS OF CONTRACT  
FOR USE WITH G.C.C. FOR BUILDING WORKS,  
CIVIL ENGINEERING WORKS AND  
ELECTRICAL & MECHANICAL ENGINEERING WORKS 1999 EDITIONS**

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<b><u>S.C.C. Ref.</u></b>	<b><u>Content</u></b>	<b><u>Related GCC</u></b>	<b><u>Related WBTC</u></b>	<b><u>Date of Issue of SCC</u></b>
1	Typographical errors	21(4)(i)	-	SEPTEMBER 99
2	Definitions	1(1)	-	SEPTEMBER 99
3A & 3B	Gender	1	-	SEPTEMBER 99
4A	Duties and powers of the Architect, the Surveyor, the Architect's Representative and the Surveyor's Representative	2	-	SEPTEMBER 99
4B	Duties and powers of the Engineer and the Engineer's Representative	2	-	SEPTEMBER 99
5A & 5B	Quality assurance for structural concrete	-	WBTC 3/94	APRIL 95
6	Sectional commencement	1, 21, 47, 48 & 49	WBTC 12/93	MARCH 93
7	Section Subject to Excision	47	LWBTC 6/89 WBTC 5/2000	APRIL 89
8	Delayed possession of Portions of the Site	48	-	MARCH 88
9A, 9B, 9C & 9D	Deletion of extensions of time for inclement weather	50	WBTC 26/98*	DECEMBER 98

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\* The SCC clauses at Appendix of WBTC 26/98 is hereby superseded.

<b><u>S.C.C. Ref.</u></b>	<b><u>Content</u></b>	<b><u>Related GCC</u></b>	<b><u>Related WBTC</u></b>	<b><u>Date of Issue of SCC</u></b>
10	Deletion of contract price fluctuations	89	WBTC 14/95 15/95	SEPTEMBER 95
11	Care of the Works insurance	21	WBTC 13/94 13/94A	AUGUST 99
12	Third party insurance	22	WBTC 13/94 13/94A	AUGUST 99
13	Third party claims in respect of damage on and to agricultural lands	22(1) 83	WBTC 28/92	SEPTEMBER 92
14	Sub-contracting	4	-	MARCH 88
15 <sup>♦</sup>	Contractor's design	1, 7,23, 53, 59 & 61	WBTC 12/99	MARCH 99
16	Definitions (Landscape Works)	1(1)	-	MARCH 88
17	Retention Money (Landscape Works)	79(3)	-	MARCH 88
18	Completion of Landscape Softworks and commencement of Establishment Works	53(5)(b)	-	MARCH 88
19	Refuse containment booms	82	WBTC 10/92	MAY 92
20	Temporary utility supplies	-	LWBTC 13/84	SEPTEMBER 84
21	Use of lump sum Bills of Quantities contracts for civil engineering works	1, 5, 14, 50, 59 & 79(1)(b)	WBTC 17/95 17/95A	OCTOBER 95
22	Works in the vicinity of the Kowloon-Canton Railway	-	WBTC 21/95	OCTOBER 95
23	Safety Plan	-	WBTC 14/98	SEPTEMBER 98

<sup>♦</sup> Sub clauses (13) of the SCC in WBTC 12/99 has been amended in this SCC Clause (15).

<b><u>S.C.C. Ref.</u></b>	<b><u>Content</u></b>	<b><u>Related GCC</u></b>	<b><u>Related WBTC</u></b>	<b><u>Date of Issue of SCC</u></b>
24	Independent Safety Audit	1(1)	WBTC 32/99	DECEMBER 99
25	Qualified Tradesmen and Intermediate Tradesmen	1(1), 18(1), 39(1)	WBTC 10/99 10/99A	OCTOBER 99
26	Independent checking of the design, erection, use and removal of Temporary Works	7	WBTC 3/97	MARCH 97
27	Assessment of liquidated damages	52	WBTC 21/96 21/96A	FEBRUARY 97
28	ISO 9000 certification for the Contractor	-	WBTC 4/2000 <sup>#</sup>	MARCH 2000
29	ISO 9000 certification for sub-contractor	4	WBTC 4/2000 <sup>#</sup>	MARCH 2000
30	ISO 9000 certification for Land Piling Contractor Group II	4	WBTC 4/2000 <sup>#</sup>	MARCH 2000
31	Contractors' joint venture	-	WBTC 6/99	FEBRUARY 99
32	Year 2000 warranty of Contract Computer Facilities	-	WBTC 9/99 9/99A	MARCH 99
33	Security or sureties	12	WBTC 10/97 10/97A	AUGUST 97
34	Place of arbitration	86	WBTC 29/99	OCTOBER 99
35	Disturbance to the progress of the Works	63	-	JANUARY 2000

<sup>#</sup> SCC Cl. 28, 29 and 30 are applicable to contracts inviting tenders on/after 1 June 2000. For contracts inviting tender before 1 June 2000, SCC Cl. 28, 29 and 30 as promulgated in WBTC No. 23/99 should be used.

<b>S.C.C. 1</b>	(1) The following typographical errors in the General Conditions of Contract shall be corrected :  (a) Clause 21(4)(i) line 1, amend "radio-activity" to "radioactivity".  (b) Clause 21(4)(i) line 2, amend "radio active" to "radioactive".	Typographical errors	Mandatory amendments for use with GCC for Civil Engineering Works only
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**S.C.C. 2 (Cont'd)**

"Engineer" means the person, company or firm appointed from time to time by the Employer and notified in writing to the Contractor to act as the Engineer for the purposes of the Contract. The person appointed may be described by name or as the holder for the time being of a Public Office.

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 )  
 ) Mandatory  
 ) for use with  
 ) GCC for  
 ) Civil  
 ) Engineering  
 ) Works or  
 ) GCC for E&M  
 ) Works  
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"Engineer's Representative" means any person, company or firm appointed from time to time by the Engineer and notified in writing to the Contractor to perform the duties set forth in Clause 2(2). The person appointed may be described by name or as the holder for the time being of a Public Office.

"Section" means a part of the Works identified as such and more particularly described in the Specification or Bills of Quantities for which a time for completion is stipulated in the Appendix to the Form of Tender.

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 )  
 ) Mandatory  
 ) for use with  
 ) all GCCs.  
 ) However,  
 ) the definition  
 ) for "Section"  
 ) in this SCC  
 ) shall not be  
 ) used when  
 ) SCC 6 is used.

- (2) General Conditions of Contract Clause 1(1) is amended by adding the following : Definitions

"Government" means the Government of the Hong Kong Special Administrative Region.

"Public Office" means an office of emolument under the Government of the Hong Kong Special Administrative Region, whether such office be permanent or temporary.

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**S.C.C. 3A**

General Conditions of Contract Clause 1 is amended by adding the following as sub-clause (6):

- (6) Words importing one gender (whether masculine, feminine or neuter) shall be taken to include any other gender where the context requires.

Gender

- ) Mandatory
- ) for use with
- ) GCC for Civil
- ) Engineering
- ) Works or
- ) GCC for
- ) Building
- ) Works

OR

**S.C.C. 3B**

General Conditions of Contract Clause 1 is amended by adding the following as sub-clause (7):

- (7) Words importing one gender (whether masculine, feminine or neuter) shall be taken to include any other gender where the context requires.

- )
- ) Mandatory
- ) for use with
- ) GCC for
- ) E&M
- ) Works
- ) Only
- )



Marginal Notes

Guidelines

<b>S.C.C. 5A</b>	All structural concrete for incorporation into the Works shall be produced at 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 any other equivalent certifying body as accepted by the Employer.	Quality assurance for structural concrete	WBTC No. 3/94  For all capital works contracts in Hong Kong Island, Kowloon, mainland New Territories and North Lantau Island, including 50 or more cubic metres of structural concrete
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OR

<b>S.C.C. 5B</b>	All structural concrete for incorporation into the Works shall be produced and supplied in accordance with quality procedures submitted to and accepted by the *Architect/Engineer.	Quality assurance for structural concrete	For all other contracts including structural concrete
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\* Delete as appropriate

<b>S.C.C. 6</b>	<p>(1) General Conditions of Contract Clause 1 is amended by replacing the meaning of the word "Section" by the following :</p> <p>"Section" means a part of the Works identified as such and more particularly described in the Specification or Bills of Quantities for which a date for commencement is stipulated in the Contract and/or a time for completion is stipulated in the Appendix to the Form of Tender.</p> <p>(2) General Conditions of Contract Clause 47 is amended by referring to the Clause as sub-clause (1) and by adding the following :</p> <p>(2) Notwithstanding sub-clause (1) of this Clause, the Contractor shall commence Section ___ of the Works [                    ]*.</p> <p>* Insert wording appropriate to the circumstances e.g. "on the date set out in the Contract", "on a date as notified in writing by the Architect/Engineer. Such date shall be within _____ days after the date of [specify the relevant event]", "on a date _____ days after the date for commencement notified by the Architect/Engineer in accordance with sub-clause (1) of this Clause".</p> <p>(3) General Conditions of Contract Clause 49 is amended by :-</p> <p>(a) replacing the words "Clause 47" on line 3 of sub-clause (1) by "Clause 47(1)"; and</p> <p>(b) referring to sub-clause (2) of the Clause as sub-clause (3) and inserting the following as sub-clause (2) :</p> <p>(2) Notwithstanding sub-clause (1) of this Clause, Section _____ of the Works shall be completed within the time stated in the Contract calculated from and including the date for commencement referred to in Clause 47(2) or such extended time as may be determined in accordance with Clause 50.</p>	<p>Sectional commencement</p>	<p>WBTC No. 12/93</p> <p>The definition of "Section" in SCC 2 shall be deleted when this SCC 6 is used.</p> <p>)</p> <p>)</p> <p>) Not</p> <p>) part</p> <p>) of</p> <p>) the</p> <p>) SCC</p> <p>)</p> <p>)</p> <p>)</p>
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**S.C.C. 6 (Cont'd)**

- (4) General Conditions of Contract Clause 21 is amended by replacing the words "Clause 47" on line 2 of sub-clause (1) by "Clause 47(1)".
- (5) General Conditions of Contract Clause 48 is amended by replacing the words "Clause 47" on line 5 of sub-clause (1) by "Clause 47(1)".

<b>S.C.C. 7</b>	<p>(1) "Section Subject to Excision" means a Section of the Works the details of which are known, but the implementation of which has not been decided upon by the Employer at the time the tender documents are issued and which shall only be implemented upon a subsequent decision of the Employer, followed by a written instruction from the Engineer.</p> <p>(2) The Engineer may within the time stated in the Appendix to the Form of Tender for ordering the Section Subject to Excision (commencing from and including the date for commencement of the Works notified by the Engineer in accordance with General Conditions of Contract Clause 47) instruct the Contractor to proceed with the work within that Section.</p> <p>(3) Notwithstanding the provisions of General Conditions of Contract Clause 47, the Contractor shall not execute the work within the Section Subject to Excision without the Engineer's instruction in writing, but upon receipt of the instruction shall complete that work within the time for completion of that Section stated in the Contract, or such extended time as may be determined in accordance with General Conditions of Contract Clause 50. This time for completion commences from and includes the date for commencement of the Works notified by the Engineer in accordance with General Conditions of Contract Clause 47.</p> <p>(4) The Contractor shall allow for the work within the Section Subject to Excision in his programme submitted in accordance with General Conditions of Contract Clause 16.</p>	<p>Section Subject to Excision</p>	<p>LWBTC No. 6/89 &amp; WBTC No. 5/2000</p> <p>For Civil Engineering Works only</p>
<b><u>NOTE</u></b>	<p>: For contracts which use both SCC 6&amp;7, "Clause 47" referred in SCC 7 should be replaced by "Clause 47 (1)"</p>		<p>) Not part ) of the ) SCC</p>



**S.C.C. 8** General Conditions of Contract Clause 48 is amended by adding the following :

Delayed possession of Portions of the Site

For contracts where delay in possession of the Site is envisaged. When this SCC is use in GCC for E&M Works, the numbering of sub-clauses should be amended accordingly

- (4) Notwithstanding sub-clause (2) of this Clause, with respect to prescribed Portions of the Site of which the Contractor is to be given possession from time to time, if the Contractor suffers delay from the failure on the part of the Employer to give possession of any Portion in accordance with the terms of the Contract and the Engineer grants an extension of time for completion in accordance with General Conditions of Contract Clause 50 in respect thereof, the Engineer shall certify payment to the Contractor a sum calculated at the rate per day inserted by the Contractor in the Bills of Quantities (hereinafter referred to as "the specified rate"), the number of days for which payment is certified being equal to the number of days granted as an extension of time. If possession of part of any Portion is delayed the Engineer shall reduce the specified rate for the affected Portion as he considers fair and reasonable having regard to all the circumstances.
- (5) Any extension of time granted in accordance with General Conditions of Contract Clause 50 and any payment made in accordance with sub-clause (4) of this Clause will be deemed to be in full compensation to the Contractor for any time lost and any expenditure incurred as a result of failure on the part of the Employer to give possession of any Portion or any part of any Portion.

**S.C.C. 9A**

General Conditions of Contract Clause 50 is amended as follows :

Deletion of extensions of time for inclement weather

WBTC No. 26/98 Approval from Head of Department required for deletion of GCC Clause 50(1)(b)(i) and/or (ii) and (ia), and details are to be submitted to S for W for endorsement

(1) Sub-clauses (1)(b)(i), (ii) and (ia) are deleted.

(2) The following is added to sub-clause (1)(b):

"or (xii) inclement weather (including without limitation Black Rainstorm Warning and the hoisting of tropical cyclone warning signal No. 8 or above) and/or its consequences adversely affecting the progress of the Works occurring after the expiry of the time originally prescribed in the Contract for completion of the Works or the relevant Section, as the case may be, but before the Employer is entitled to recover liquidated damages in respect of the Works or the relevant Section, as the case may be,"

(3) The following is added to sub-clause (1)(c) :

"or (iii) inclement weather (including without limitation Black Rainstorm Warning and the hoisting of any tropical cyclone warning signal) and/or its consequences adversely affecting the progress of the Works occurring before the expiry of the time originally prescribed in the Contract for completion of the Works or the relevant Section, as the case may be."

(4) Sub-clause (1)(b)(x) is deleted and replaced by the following :

"(x) delay on the part of any Nominated Sub-contractor for any reason specified in sub-clauses (b)(iii) to (ix) and (xii) of this Clause and which the Contractor has taken all reasonable steps to avoid or reduce, or"

OR

**S.C.C. 9B**

General Conditions of Contract Clause 50 is amended as follows :

Deletion of extensions of time for inclement weather

(1) Sub-clause (1)(b)(i) is deleted.

(2) The following is added to sub-clause (1)(b) :

"or (xii) inclement weather (but not including Black Rainstorm Warning and the hoisting of tropical cyclone warning signal No. 8 or above) and/or its consequences adversely affecting the progress of the Works occurring after the expiry of the time originally prescribed in the Contract for completion of the Works or the relevant Section, as the case may be, but before the Employer is entitled to recover liquidated damages in respect of the Works or the relevant Section, as the case may be,"

(3) The following is added to sub-clause (1)(c) :

"or (iii) inclement weather (but not including Black Rainstorm Warning and the hoisting of tropical cyclone warning signal No. 8 or above) and/or its consequences adversely affecting the progress of the Works occurring before the expiry of the time originally prescribed in the Contract for completion of the Works or the relevant Section, as the case may be."

(4) Sub-clause (1)(b)(x) is deleted and replaced by the following :

"(x) delay on the part of any Nominated Sub-contractor for any reason specified in sub-clauses (b)(ii) to (ix) and (xii) of this Clause and which the Contractor has taken all reasonable steps to avoid or reduce, or "

OR

**S.C.C. 9C**

- (1) General Conditions of Contract Clause 50(1)(b)(i), (ii) and (iia) shall not apply to Section \_\_\_\_ of the Works.
- (2) General Conditions of Contract Clause 50 is amended by adding the following to sub-clause (1)(b) :
- "or (xii) inclement weather (including without limitation Black Rainstorm Warning and the hoisting of tropical cyclone warning signal No. 8 or above) and/or its consequences adversely affecting the progress of Section \_\_ of the Works occurring after the expiry of the time originally prescribed in the Contract for completion of Section \_\_ of the Works but before the Employer is entitled to recover liquidated damages in respect of Section \_\_ of the Works,"
- (3) General Conditions of Contract Clause 50 is amended by adding the following as sub-clause (1)(d) :
- "(d) Notwithstanding the powers of the Architect/Engineer\* under the provisions of this Clause to decide whether the Contractor is fairly entitled to an extension of time the Contractor shall not be entitled to an extension of time for completion of Section \_\_\_\_ of the Works if the cause of the delay is inclement weather (including without limitation Black Rainstorm Warning and the hoisting of any tropical cyclone warning signal) and/or its consequences occurring before the expiry of the time originally prescribed in the Contract for completion of Section \_\_ of the Works."
- (4) General Conditions of Contract Clause 50 is amended by replacing sub-clause (1)(b)(x) with the following :

Deletion of extensions of time for inclement weather

**S.C.C. 9C (Cont'd)**

"(x) delay on the part of any Nominated Sub-contractor for any reason specified in sub-clauses (b)(i) to (ix) of this Clause causing delay to the progress of the Works or any Section (except Section \_\_ of the Works) and which the Contractor has taken all reasonable steps to avoid or reduce, or"

- (5) General Conditions of Contract Clause 50 is amended by adding the following to sub-clause (1)(b):

"(xa) delay on the part of any Nominated Sub-contractor for any reason specified in sub-clauses (b)(iii) to (ix) and (xii) of this Clause causing delay to the progress of Section \_\_ of the Works and which the Contractor has taken all reasonable steps to avoid or reduce, or"

OR

**S.C.C. 9D**

- (1) General Conditions of Contract Clause 50(1)(b)(i) shall not apply to Section \_\_\_ of the Works. Deletion of extensions of time for inclement weather
- (2) General Conditions of Contract Clause 50 is amended by adding the following to sub-clause (1)(b) :

"or (xii) inclement weather (but not including Black Rainstorm Warning and the hoisting of tropical cyclone warning signal No. 8 or above) and/or its consequences adversely affecting the progress of Section \_\_ of the Works occurring after the expiry of the time originally prescribed in the Contract for completion of Section \_\_ of the Works but before the Employer is entitled to recover liquidated damages in respect of Section \_\_ of the Works,"

**S.C.C. 9D (Cont'd)**

- (3) General Conditions of Contract Clause 50 is amended by adding the following as sub-clause (1)(d) :

"(d) Notwithstanding the powers of the Architect/Engineer\* under the provisions of this Clause to decide whether the Contractor is fairly entitled to an extension of time the Contractor shall not be entitled to an extension of time for completion of Section \_\_\_ of the Works if the cause of the delay is inclement weather (but not including Black Rainstorm Warning and the hoisting of tropical cyclone warning signal No. 8 or above) and/or its consequences occurring before the expiry of the time originally prescribed in the Contract for completion of Section \_\_\_ of the Works."

- (4) General Conditions of Contract Clause 50 is amended by replacing sub-clause (1)(b)(x) with the following :

"(x) delay on the part of any Nominated Sub-contractor for any reason specified in sub-clauses (b)(i) to (ix) of this Clause causing delay to the progress of the Works or any Section (except Section \_\_\_ of the Works) and which the Contractor has taken all reasonable steps to avoid or reduce, or"

- (5) General Conditions of Contract Clause 50 is amended by adding the following to sub-clause (1)(b) :

"(xa ) delay on the part of any Nominated Sub-contractor for any reason specified in sub-clauses (b)(ii) to (ix) and (xii) to this Clause causing delay to the progress of Section \_\_\_ of the Works and which the Contractor has taken all reasonable steps to avoid or reduce, or"

\* Delete as appropriate.

**S.C.C. 10**

General Conditions of Contract Clause 89 is deleted and replaced by the following :

No adjustment shall be made to the Final Contract Sum on account of any contract price fluctuation.

Deletion of contract price fluctuations

WBTC No. 14/95 or No. 15/95 as appropriate

**S.C.C. 11**

- (1) Without limiting the Contractor's obligations and responsibilities under General Conditions of Contract Clause 21, the Contractor shall procure before the date for commencement of the Works in the joint names of the Contractor and the Employer, an insurance policy with an insurer and in terms approved by the Employer (which approval shall not unreasonably be withheld). The Contractor shall also assess the value of Specialist Works. The insurance policy shall be consistent with the terms in the specimen\* in the Appendix to these Conditions and shall at least cover the risks stipulated therein. The insurance policy shall cover the period from the date for commencement of the Works until 28 days after the date of completion of the Works certified by the #Architect/Engineer in accordance with General Conditions of Contract Clause 53. The Contractor shall lodge with the Employer through the #Architect/Engineer or the #Architect's/Engineer's Representative the originals or certified true copies of the policy or policies of insurance and copies of the receipts for payment of the current premiums.
  
- (2) The extent of the cover to be provided shall be :
  - (a) the Works and Specialist Works to the full reinstatement value; and
  
  - (b) materials, Constructional Plant and other things brought on the Site by anyone so authorized to do so to the full value of such materials, Constructional Plant and other things.

Care of the Works insurance

WBTC No. 13/94 & No. 13/94A

) The specimen ) is not attached ) here

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\* If third party insurance is not required, Section II (Liability to Third Party) of the specimen Contractor's "All Risks" (C.A.R.) policy attached to WBTC No. 13/94A should be deleted from the specimen insurance policy to be appended to the Special Conditions of Contract. Reference should also be made to paragraph 4 of WBTC No. 13/94 for other appropriate amendments to be made to the specimen insurance policy.

# Delete whichever is appropriate



**S.C.C. 12**

- (1) Without limiting the Contractor's obligations and responsibilities under General Conditions of Contract Clause 22, the Contractor shall procure before the date for commencement of the Works, in the joint names of the Contractor and the Employer, an insurance policy effective from the date for commencement of the Works until the date of the issue of the maintenance certificate, against any damage, loss or injury which may occur to any property including that of the Employer (other than the Works), or to any person, including any employee of the Employer, by or arising out of or in consequence of the execution of the Works or in the carrying out of the Contract otherwise than due to the matters referred to in the proviso to the General Conditions of Contract Clause 22.
  
- (2) Such insurance shall be effected with an insurer and in terms approved by the Employer (which approval shall not unreasonably be withheld), and for at least the amount stated in the Appendix to the Form of Tender. The insurance policy shall be consistent with the terms in the specimen\* in the Appendix to these Conditions and shall at least cover the risks stipulated therein. The Contractor shall lodge with the Employer through the #Architect/Engineer or the #Architect's/Engineer's Representative the originals or certified true copies of the policy or policies of insurance and copies of the receipts for payment of the current premiums.

Third party insurance

WBTC No. 13/94 & No. 13/94A

) The specimen  
) is not attached  
) here

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\* If care of the Works insurance is not required, Section I (Material Damage) of the specimen Contractor's "All Risks" (C.A.R.) policy attached to WBTC No. 13/94A should be deleted from the specimen insurance policy to be appended to the Special Conditions of Contract. Reference should also be made to paragraph 4 of WBTC No. 13/94 for other appropriate amendments to be made to the specimen insurance policy.

# Delete whichever is appropriate

**S.C.C. 13**

- (1) Any claim received by the Employer or the Architect/Engineer\* in respect of matters for which the Contractor is required under the Contract to indemnify the Employer will be passed to the Contractor who shall likewise inform the Employer and the Architect/Engineer\* of any such claim which is submitted directly to him by a claimant. The Contractor shall keep the Employer and the Architect/Engineer\* informed as to the progress made towards settlement.
  
- (2) When a claim involves alleged damage to crops or property on agricultural lands the District Lands Officer shall be informed by the Architect's/Engineer's\* Representative and representative or representatives of the District Lands Office will be present at the negotiations and any payment in settlement of the claim shall be made through the District Lands Officer to the claimant. The Contractor shall do everything necessary including notifying his insurers, if any, of the claim received, to ensure that the claim is settled without delay. If in the opinion of the Employer the Contractor or his insurers, if any, are delaying settlement the Employer may make direct payment to the claimant in settlement of all outstanding amounts which in the opinion of the Employer are due to him and shall without prejudice to any other method of recovery have the right to deduct by way of set-off, in accordance with General Conditions of Contract Clause 83 the sums so paid.

Third party claims in respect of damage on and to agricultural lands

WBTC No. 28/92

\* Delete as appropriate.

**S.C.C. 14**

General Conditions of Contract Clause 4 is amended by adding the following :

Sub-contracting

Where part of the Works is to be supplied or done by a specialist

- (6) If the Contractor is not included in the "List of Approved Suppliers of Materials and Specialist Contractors for Public Works" maintained by the Employer for :-

(list the type(s) of materials or specialist work as appropriate)

then he shall enter into written sub-contracts with approved listed contractors, in the relevant Group, for the execution of the respective part of the Works.

(NOTE : If piling work is involved the following proviso may also be included.)

) Not part of  
) the SCC

Provided that the Engineer may permit the Contractor to execute the piling work himself, which permission shall not be unreasonably withheld.

**S.C.C. 15**

- (1) General Conditions of Contract Clause 1(1) is amended by adding the following :

Contractor's design

WBTC No. 12/99

"Independent Checking Engineer" means the person, firm or company employed by the Contractor and responsible for the independent checking of the Contractor's Design whose qualifications, skill and experience are deemed satisfactory by the Employer and who shall be independent of the Designer and the Contractor.

"Designer" means the person, firm or company responsible for the design of the Contractor's Design whose qualifications, skill and experience are deemed satisfactory by the Employer.

"Contractor's Design" means that part or those parts of the design of the permanent works for which the Contractor is required to prepare design calculations and drawings and which has been accepted by the Employer.

"Check Certificate" means a certificate, in the form specified in Appendix\* \_\_\_ to these Special Conditions of Contract, issued by the Independent Checking Engineer certifying that the Contractor's Design has been independently checked and complies in all respects with the terms and conditions of the Contract.

"Certified Working Drawing" means a drawing prepared by the Designer and endorsed as being checked and approved by the Independent Checking Engineer.

- (2) General Conditions of Contract Clause 23 is amended by adding the following :

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\* Insert the Appendix reference as appropriate. Standard forms of "Check Certificates" are not attached in this WBTC.

**S.C.C. 15 (Cont'd)**

- (a) Further to the General Conditions of Contract Clause 23, the Contractor shall be liable for any defect or insufficiency in the Contractor's Design and any inadequacy in the performance of the resultant work. In addition to the Contractor's responsibilities under the Contract, the Contractor shall warrant that :
- (i) all reasonable skill, care and diligence has been and will be exercised in connection with the Contractor's Design,
  - (ii) the materials and goods in connection with the Contractor's Design will be reasonably fit for the purpose for which they are intended and of good quality, and
  - (iii) the Contractor's Design conforms to any performance specification or requirement referred to in the Contract.

Such warranty shall apply independent of any question of fault on the part of the Contractor or any sub-contractor and shall not be invalidated in any respect by any error made by the Contractor or sub-contractor in the Contractor's Design or any submission to the Engineer for checking and/or approval.

- (b) The Contractor shall not be obliged to ensure that the Contractor's Design is fit for the purpose for which it is intended.
- (c) The Designer shall prepare all calculations and drawings relating to the Contractor's Design which shall be subject to a Check Certificate.

**S.C.C. 15 (Cont'd)**

- (d) If at any time the Engineer has substantial cause for dissatisfaction with the conduct or performance of the Independent Checking Engineer, he shall notify the Employer accordingly. The Contractor shall, upon receiving written notice from the Employer, cease to employ such person, firm or company and shall immediately replace him by another whose qualifications, skill and experience are satisfactory to the Employer.
- (3) The Contractor's Design shall be compatible with the provisions of the Specification and the Drawings, provided that the Contractor may propose modifications to the Specification in respect of particular methods of construction or materials not included in the Specification or shown on the Drawings. In such cases, the Contractor shall immediately advise the Employer of such proposals through the Engineer. The Employer's decision shall be conveyed to the Contractor in writing by the Engineer within a reasonable period, and neither the acceptance nor rejection by the Employer of such proposals shall vitiate the Contract. Acceptance or rejection by the Employer of such proposals shall not entitle the Contractor to extra payment arising from any additional cost of the Works or extension of time arising therefrom.
- (4) Within a reasonable period prior to the commencement of that part of the Works to be constructed in accordance with the Contractor's Design, and from time to time as required by the Engineer, the Contractor shall submit to the Engineer :
- (a) two certified copies of the Contractor's Design,
  - (b) Check Certificates, and
  - (c) Certified Working Drawings.

**S.C.C. 15 (Cont'd)**

- (5) The Engineer shall, within a reasonable period, notify the Contractor in writing whether or not the documents submitted meet the requirements of the Contract. The Contractor shall not commence the construction of such works until receipt of confirmative notification in writing from the Engineer.
- (6) Notwithstanding General Conditions of Contract Clause 7, and prior to the commencement of the part of the Works of the Contractor's Design, the Contractor shall supply to the Engineer \_\_\_ copies of the Certified Working Drawings together with one reproducible print of each drawing. All drawings shall be fully figured copies with black lines on a white background of a size specified in the Contract and shall be detailed in S.I. units.
- (7) If at any time it becomes apparent to the Engineer that any drawing and/or document submitted by the Contractor does not comply with the Contract in any respect whatsoever, then all amendments deemed necessary by the Engineer shall be made therein by the Contractor, and such amended drawing and/or document shall be reviewed by the Designer and shall be subject to a further Check Certificate. The Contractor shall bear the full cost of complying with this sub-clause, including any cost necessarily incurred by the Employer, with the exception of the Engineer's cost.
- (8) If at any time it becomes apparent to the Contractor that an amendment to the Contractor's Design is required for the proper completion of that part of the Works involved in such design, then he shall :
- (a) immediately advise the Engineer of the proposed amendment,
  - (b) resubmit documents to the Engineer in accordance with sub-clause (4) of this Clause, provided that :

**S.C.C. 15 (Cont'd)**

- (i) the finished appearance of the Works shall remain substantially unaltered,
  - (ii) there shall be no additional payment made nor any extension of time granted to the Contractor, and
  - (iii) the Contractor shall bear the full cost of complying with this sub-clause, including any cost necessarily incurred by the Employer, with the exception of the Engineer's cost.
- (9) On completion of the work constructed in accordance with the Contractor's Design, the Contractor shall prepare and submit to the Engineer the 'as constructed' drawings of such work and shall supply to the Engineer two copies and one reproducible print of each of such drawings.
- (10) Notwithstanding General Conditions of Contract Clause 59, the work to be constructed in accordance with the Contractor's Design shall be a lump sum item accompanied by a fully priced and detailed Schedule of Rates. The lump sum item shall include :
  - (a) the cost of producing the Contractor's Design,
  - (b) the cost and fees for obtaining the Check Certificates,
  - (c) the cost of providing the Engineer with all calculations, documents and drawings required by the Contract,
  - (d) the full value of the work constructed in accordance with the Contractor's Design and all the risks, liabilities and obligations of the Contractor under the Contract, and



**S.C.C. 15 (Cont'd)**

- (e) the cost of all samples and testing thereof and testing of the work constructed in accordance with the Contractor's Design.
  
- (11) Notwithstanding General Conditions of Contract Clause 59(4)(b), any change in the quantities in the Bills of Quantities resulting from the acceptance by the Employer of the Contractor's Design shall not entitle the Contractor to any adjustment of the rates in the said Bills of Quantities.
  
- (12) Variations to the works for the Contractor's Design ordered by the Engineer shall be measured and valued at the rates ascertained in accordance with the principles of General Conditions of Contract Clause 61, at or based on the rates in the Schedule of Rates submitted with the tender. For the avoidance of doubt, it is agreed that amendments under sub-clause (7) of this Clause shall not be variations within the meaning of this sub-clause.
  
- (13) (a) Except in respect of those intellectual property rights referred to in sub-clause (c), the Contractor hereby undertakes and warrants to the Employer that it is the sole legal and beneficial owner of all intellectual property rights subsisting in the Contractor's Design.

**S.C.C. 15 (Cont'd)**

- (b) Upon the issue of the certificate of completion of the Works or after termination, abandonment or breach of Contract, the Contractor shall be deemed to have granted to the Employer and the subsequent owners or occupiers of the Works free of all fee a transferable, non-exclusive and irrevocable licence (carrying the right to grant sub-licences) to utilize the Contractor's Design in connection with the execution of the Works and/or the subsequent alternation, extension and maintenance thereof and for no other purpose whatsoever without the prior written agreement of the Contractor. In the event of different certificates of completion having been issued for different Sections or parts of the Works pursuant to General Conditions of Contract Clause 53, the expression "certificate of completion" shall, for the purpose of this sub-clause, mean the last of such certificates.
- (c) To the extent that beneficial ownership of any intellectual property rights in the Contractor's Design is vested in anyone other than the Contractor, the Contractor shall procure that the relevant beneficial owner shall grant a licence together with an indemnity to the Employer and the subsequent owners or occupiers of the Works upon the same terms mutatis mutandis as those set out in sub-clauses (b) and (f) respectively.
- (d) For the avoidance of doubt, any licence and indemnity granted pursuant to this Clause shall not be determined if the Contractor shall for any reason cease to be employed in connection with the Works.

**S.C.C. 15 (Cont'd)**

- (e) The Contractor shall at the request of the Employer, do such acts and execute all such deeds and documents (or procure that the same be done or executed) as the Employer or the subsequent owners or occupiers of the Works may require for vesting in the Employer and the subsequent owners or occupiers of the Works all or any of the rights referred to in this Clause. The Contractor shall bear its own costs and expenses in relation thereto.
  
- (f) The Contractor hereby indemnifies the Employer against all claims, proceedings, actions, damages and losses incurred or sustained by the Employer arising from the use of the Contractor's Design (irrespective of whether the intellectual property rights therein are owned by the Contractor or other parties) by the Employer for purposes referred to in sub-clause (b). The Contractor shall at its own cost grant a like indemnity to the subsequent owners or occupiers of the Works upon request of the Employer.

**S.C.C. 16** General Conditions of Contract Clause 1(1) is amended by adding the following :

Definitions  
(Landscape  
Works)

For contracts  
with Landscape  
Works

"Establishment Works" means the regular inspections, cultivations and other operations specified to be performed during the period stated in the Contract 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 Drawings.

"Landscape Softworks" means all works 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.

(NOTE : Revision of General Conditions of Contract Clause 79(2) to allow the Engineer to issue a certificate for interim payment for a sum less than the Minimum for Establishment Works is considered not necessary. Instead, a remark, "There shall be no minimum amount of interim certificates for the Establishment Works" should be put under "Minimum amount of interim certificates" in the Appendix to Form of Tender.)

Not part of the  
SCC

**S.C.C. 17**

General Conditions of Contract Clause 79(3) is deleted and replaced by the following :

Retention Money  
(Landscape Works)

For contracts  
with Landscape  
Works

Upon the expiry of the Maintenance Period for the Works except Landscape Works, or where there is more than one such Period, upon the expiry of the latest Period and when all outstanding work referred to under General Conditions of Contract Clause 53 and all work of repair, reconstruction, rectification and making good any defect, imperfection, shrinkage and other fault referred to in General Conditions of Contract Clause 56, in respect of the Works except Landscape Works, shall have been completed, the Engineer shall notify the Contractor in writing the date of expiry of such Maintenance Period or of the completion of such work as the case may be, and within 14 days of such date, issue a certificate for the payment of .....% of the Retention Money, which certificate shall state any Retention Money due to any Nominated Sub-contractor and, subject to General Conditions of Contract Clause 83, the Employer shall pay such ..... % of Retention Money to the Contractor within 21 days of the date of such certificate. Within 14 days of the date of issue by the Engineer of the maintenance certificate in accordance with General Conditions of Contract Clause 80, the Engineer shall issue a certificate for the payment of ..... % of Retention Money, which certificate shall state any Retention Money due to any Nominated Sub-contractor and, subject to General Conditions of Contract Clause 83, the Employer shall pay such ..... % of the Retention Money to the Contractor within 21 days of the date of such certificate.

Percentages to  
be added

Marginal Notes

Guidelines

**S.C.C. 18**

- (1) Notwithstanding the provisions of General Conditions of Contract Clause 53(5)(b), no certificate of completion will be given in respect of any part of the Landscape Softworks or in respect of any part of the Establishment Works.
- (2) As soon as in the opinion of the Engineer the Landscape Softworks shall have been completed, the Engineer shall, notwithstanding the provisions of General Conditions of Contract Clause 47, notify the Contractor in writing of the date for commencement of the Establishment Works which shall be undertaken for the duration stated in the Contract. Such date for commencement shall be the day immediately following the date of completion of the Landscape Softworks.

Completion of Landscape Softworks and Establishment Works

Commencement of Establishment Works

For contracts with Landscape Works

(NOTE : When more than one portion of Establishment Works or Landscape Softworks has been identified in the Contract, the following alternative version shall be used :)

)  
) Not part of  
) the SCC  
)

- (1) Notwithstanding the provisions of General Conditions of Contract Clause 53(5)(b), no certificate of completion will be given in respect of any part in any of the following Portions of Establishment Works and Landscape Softworks :-

Completion of Landscape Softworks and Establishment Works

- \* (i) .....
- (ii) .....
- (iii) .....

(\*Fill in details of portions as appropriate. A Portion may be any part of the Works and not necessarily a whole Section or part of a Section.

)  
)  
) Not part of  
) the SCC  
)  
)

e.g. Establishment Works in Area A  
Landscape Softworks in Area A)

**S.C.C. 18 (Cont'd)**

- |     |   |   |
|-----|---|---|
| (2) | As soon as in the opinion of the Engineer any portion of Landscape Softworks identified in sub-clause (1) of this Clause shall have been completed, the Engineer shall, notwithstanding the provisions of General Conditions of Contract Clause 47, notify the Contractor in writing the date for commencement of the corresponding portion of Establishment Works which shall be undertaken for the duration stated in the Contract. Such date for commencement shall be the day immediately following the date of completion of the corresponding portion of Landscape Softworks. | Commencement<br>of Establishment<br>Works |
|-----|---|---|

**S.C.C. 19**

Notwithstanding the provision of Clause 82 of the General Conditions of Contract, if the Contractor shall fail to carry out any work required under Particular Specification Clause No. \_\_\_\_\_ within a reasonable time, the Engineer may give the Contractor days' notice in writing to carry out such work. If the Contractor fails to comply with such notice, the Employer shall be entitled to carry out such work by his own workmen or by other contractors. Without prejudice to any other remedy, all additional expenditure reasonably incurred by the Employer in having such work carried out shall be recoverable by the Employer from the Contractor.

Refuse  
containment  
booms

WBTC  
No. 10/92



**S.C.C. 20**

In normal circumstances, the Employer will have made application on behalf of the Contractor prior to the commencement of the Works for the provision of temporary utility services to be made available on Site for the commencement of the Works. If these services or adequate services are not available at the date for commencement of the Works, or if the Architect/Engineer\* so directs, then the Contractor shall without delay apply or re-apply for the provision of such services or additional services as may be required. The installation and other associated expenses shall be borne by the Contractor. Any amount paid by the Employer to the utility undertakers on behalf of the Contractor shall be recovered from the Contractor by appropriate deduction from this or any other contracts between the Contractor and the Employer. However, the Employer shall not levy any charge on the Contractor for the Employer's services provided under this Clause. No claim by the Contractor for additional payment or time will be allowed on the grounds of delay or inadequacy in the provision of temporary utility services.

Temporary utility supplies

LWBTC No. 13/84

\* Delete as appropriate.

**S.C.C. 21**

- (1) General Conditions of Contract Clause 1 is amended by replacing the meaning of "Contract" and that of "Contract Sum" by the following:-

Use of lump sum Bills of Quantities contract for civil engineering works

WBTC No. 17/95 & 17/95A

"Contract Sum" means the sum offered by the Contractor and accepted by the Employer for the execution of the Works at the date of acceptance of the Tender for the Works.

"Contract" means the Articles of Agreement, the Tender and the acceptance thereof by the Employer, Drawings, General Conditions of Contract, Special Conditions of Contract if any, Specification and priced Bills of Quantities or Schedule of Rates.

- (2) General Conditions of Contract Clause 5 is amended by replacing paragraph (a) in the proviso to sub-clause (2) with the following:-

- (a) errors in firm quantities or work shown on the Drawings or described in the Specification but not measured in the Bills of Quantities shall be dealt with in accordance with Clause 59;

- (3) General Conditions of Contract Clause 14 is deleted and replaced by the following:-

The Contractor shall be deemed to have satisfied himself before submitting his Tender as to the correctness and sufficiency of his Tender for the Works and of the rates stated in the priced Bills of Quantities or the Schedule of Rates, if any, which rates shall, except in so far as it is otherwise provided in the Contract, cover all his risks, liabilities and obligations set out or implied in the Contract and all matters and things necessary for the proper execution of the Works.

- (4) General Conditions of Contract Clause 50 is amended by replacing sub-clause (1)(b)(v) with the following:-

**S.C.C. 21 (Cont'd)**

- (v) a substantial increase in the quantity of any item of work as compared with that set out in the Bills of Quantities or where any such item is not measured or is erroneously measured in the Bills of Quantities by reference to the Drawings or the Specification, as compared with that ascertainable from the Drawings or the Specification not resulting from a variation ordered under Clause 60, or
- (5) General Conditions of Contract Clause 59 is deleted and replaced by the following:-
- (1) When Bills of Quantities are included in the Contract, the quality and quantity of the work included in the Contract Sum is deemed to be that which is set out in the Bills of Quantities, which Bills, except where any statement in the Bills of Quantities expressly shows to the contrary, shall be deemed to have been prepared and measurements shall be made according to the procedures set forth in the Method of Measurement stated in the Preamble to the Bills of Quantities.
  - (2) Any error in description in the Bills of Quantities or omission therefrom shall not vitiate the Contract nor release the Contractor from the execution of the whole or any part of the Works according to the Drawings and Specification or from any of his obligations or liabilities under the Contract.

**S.C.C. 21 (Cont'd)**

- (3) The quantities in the Bills of Quantities are firm except where described as provisional. Only provisional quantities, variations ordered in accordance with Clause 60, work which is shown on the Drawings or described in the Specification but not measured in the Bills of Quantities and errors discovered in firm quantities shall be measured.

Provided that there shall be no rectification of any error, omission or wrong estimate in any description, quantity or rate inserted by the Contractor in the Bills of Quantities.

- (4) (a) Variations ordered in accordance with Clause 60, work shown on the Drawings or described in the Specification but not measured in the Bills of Quantities or the rectification of any error in firm quantities shall be valued in accordance with Clause 61. Provisional quantities shall, subject to (b) of this sub-clause, be valued at the rates stated in the Bills of Quantities. The total of the priced provisional quantities shall be deducted from the Contract Sum and in lieu thereof shall be added the value of works measured in respect of the provisional quantities.

**S.C.C. 21 (Cont'd)**

- (b) If the execution of work in respect of any item for which a provisional quantity is stated in the Bills of Quantities (other than the daywork schedule if any) results in the actual quantity of work executed being substantially greater or less than that stated in the Bills of Quantities and if in the opinion of the Engineer such increase or decrease of itself shall render the rate for the item unreasonable or inapplicable, the Engineer shall determine an appropriate increase or decrease of the rate for the item using the Bills of Quantities rate as the basis for such determination and shall notify the Contractor accordingly.
- (5) When Bills of Quantities are not included in the Contract the quality and quantity of the work included in the Contract Sum is deemed to be that which is shown on the Drawings or described in the Specification. The Contractor shall provide a fully priced and detailed Schedule of Rates with approximate quantities showing the build-up of the Tender. When any provisional quantity is included in the Contract by the Employer the item shall be valued at the rate in the Schedule. Variations shall be valued at the rates included in the Schedule in accordance with Clause 61.

**S.C.C. 21 (Cont'd)**

- (6) (a) When any part of the Works is required to be measured under sub- clause (3) of this Clause the Engineer shall inform the Contractor who shall forthwith attend or send a representative to assist the Engineer in making such measurement and shall furnish all particulars required. Should the Contractor not attend or neglect or omit to send such representative then the measurement made or approved by the Engineer shall be taken to be the correct measurement of the work.
- (b) For the purpose of measuring such permanent work as is to be measured by records and drawings the Engineer's Representative shall prepare records and drawings month by month of such work and the Contractor, as and when called upon to do so in writing, shall within 14 days attend to examine and agree such records and drawings with the Engineer's Representative and shall sign the same when so agreed and if the Contractor does not so attend to examine and agree any such records and drawings they shall be taken to be correct.

**S.C.C. 21 (Cont'd)**

- (c) If after examination of such records and drawings the Contractor does not agree the same or does not sign the same as agreed they shall nevertheless be taken to be correct unless the Contractor shall, within 14 days of such examination, lodge with the Engineer for a decision by the Engineer a statement in writing of the respects in which such records and drawings are claimed by the Contractor to be incorrect.
- (7) The measurement and valuation of the work required to be measured under sub-clause (3) of this Clause shall be completed by the Engineer within a 30-day period which period, unless otherwise stated in the Contract, shall commence on the date of issue of the maintenance certificate and the Contractor shall be informed of the result of such measurement and valuation and effect shall be given to such measurement and valuation in the calculation of the Final Contract Sum.
- (6) Sub-clause (1)(b) of the General Conditions of Contract Clause 79 shall be replaced by the following:-
  - (b) the estimated value of any Temporary Works or preliminary item for which a separate sum is provided in the Bills of Quantities or the Schedule of Rates, and

**S.C.C. 22**

(1) This Special Condition of Contract shall apply to works in the vicinity of the Kowloon-Canton Railway (Hong Kong) section as shown on the Drawings and shall be read in conjunction with the General Conditions of Contract.

Works in the vicinity of the Kowloon-Canton Railway

WBTC No. 21/95

(2) Further to Clause 1 of the General Conditions of Contract the following words and expressions shall have the meaning hereby assigned to them except when the context otherwise requires :-

Definition

"Corporation" means the Kowloon-Canton Railway Corporation.

"Railway" means the Kowloon-Canton Railway (Hong Kong) section.

"East Rail Director" means the East Rail Director of the Kowloon-Canton Railway Corporation or his authorized representative.

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

"Occupation" means occupation of the track, which is the closing of a specified length of the railway track to commercial rail traffic.

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



**S.C.C. 22 (Cont'd)**

- (3) (a) The Contractor shall have regard to the Particular Specification for works in the vicinity of the Railway and shall comply strictly with the requirements as set out therein. The Contractor shall comply with any instructions given by the East Rail Director through the Architect/Engineer\* with regard to planning, method of working, safety requirements and on any other matters which may affect the operating of the Railway. Provided that if a situation occurs which in the opinion of either the Contractor or the East Rail Director may give rise to or actually constitute an emergency and either the Contractor or the East Rail Director considers that it is not practicable to communicate through the Architect/Engineer\* then the Contractor and the East Rail Director may communicate direct and the East Rail Director may give a direct instruction to the Contractor to carry out any remedial or other work or repair and such instruction shall be regarded for the purposes of this Contract as an instruction from the Architect/Engineer\*.
- (b) Should the Contractor be unwilling or unable at once to comply with a direct instruction from the East Rail Director under the provisions of this Clause the Contractor shall not prevent and shall permit the East Rail Director or a person authorized by the East Rail Director to carry out the remedial work or other work or repair required by the direct instruction.
- Compliance with requirements

**S.C.C. 22 (Cont'd)**

- (c) If the remedial or other work or repair referred to in sub-clause (3)(b) of this Clause is work which in the opinion of the Architect/Engineer\* the Contractor is obligated to do under the Contract, all costs and charges which are in the opinion of the Architect/Engineer\* properly incurred by the Corporation in carrying out the same shall on demand be paid by the Contractor to the Employer or may be deducted by the Employer from any monies due or which may become due to the Contractor whether under this or any other contract with the Employer.
- (d) The Contractor shall notify the Architect/ Engineer\* as soon as possible of any direct instruction received from the East Rail Director under the provisions of this Clause.
- (4) (a) Where any part of the Works has to be carried out during the period of a Restriction, Occupation or Isolation and the period of such Restriction and/or Occupation or Isolation is laid down in the Contract, the Contractor shall plan and execute that part of the Works so that such period is not exceeded and so that no further periods are required. Work on or near Railway track
- (b) If no such period is laid down, the Contractor shall before commencing any work hold discussions through the Architect/Engineer\* with the East Rail Director who will decide if any part of the Works is to be carried out during a period of a Restriction, Occupation or Isolation. The decision of the East Rail Director in the event shall be binding on the Contractor. No claim by the Contractor for extension of time or additional payment shall be allowed as a result of a decision made under this sub-clause by the East Rail Director.

**S.C.C. 22 (Cont'd)**

- (c) After the method of carrying out the work has been agreed with the East Rail Director (and taking into account any provisional arrangements which had been made) the Contractor shall in all cases other than for emergency works submit written notice of his programme of work, which shall include details of any Restriction, Occupation or Isolation previously notified as being necessary by the East Rail Director, to the Corporation at least ten weeks in advance of the proposed commencement of work within the Railway boundary.
  
- (d) Where an entry into the vicinity of the Railway, Restriction, Occupation or Isolation is necessary, the Contractor shall be responsible for initiating the necessary action to obtain the requisite approval from the East Rail Director. The Contractor shall be solely 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.

**S.C.C. 22 (Cont'd)**

- (e) The Contractor shall organise the execution of the work during any period of Restriction and/or Occupation and/or Isolation so that the East Rail Director will be able to remove such Restriction, Occupation or Isolation at the time laid down in the Contract or the time previously agreed by the East Rail Director. Should the Contractor in the opinion of the Architect/ Engineer\* or the East Rail Director not make sufficient or adequate arrangements (including the provision of standby plant) for completing the whole or any stage of the work within the time laid down in the contract or agreed with the East Rail Director, the East Rail Director may at his discretion cancel the Restriction and/or Occupation and/or Isolation, or the East Rail Director may employ labour, plant and materials to assist the Contractor to finish the work or carry out such work as is necessary to enable the Restriction, Occupation and/or Isolation to end at the earliest possible moment.
  
- (f) A period of Restriction and/or Occupation and/or Isolation cannot normally be extended, and if the Contractor fails to carry out the work during any such period, he shall be required to re-apply to the East Rail Director for a further period of Restriction and/or Occupation and/or Isolation.

**S.C.C. 22 (Cont'd)**

- (g) All expenses which in the opinion of the Architect/Engineer\* are properly incurred by the Corporation as a result of the East Rail Director making necessary arrangements to assist the Contractor or carrying out any necessary work in accordance with sub-clause (4)(e) of this Clause shall on demand be paid by the Contractor to the Employer or may be deducted by the Employer from any monies due or which may become due to the Contractor whether under this or any other contract with the Employer.
  
- (5) Further to Clause 22 of the General Conditions of Contract and the expenses incurred under sub-clauses (3)(c) and (4)(g) of this Clause, any loss of revenue and/or additional expenditure which in the opinion of the Architect/Engineer\* has been incurred by the Corporation by reason of the rescheduling of services by the Corporation due to the Contractor obstructing the tracks or interfering with the signalling system or overhead electrical equipment other than for a period when Restriction and/or Occupation and/or Isolation has been given shall on demand be paid by the Contractor to the Employer or may be deducted by the Employer from any monies due or which may become due to the Contractor whether under this or any other contract with the Employer. A guide to the method of determining the loss of revenue to the Corporation under this Clause is attached as an Annex to this Special Condition of Contract.

Damages for delay

The Annex is not attached here
  
- (6) (a) The East Rail Director shall have the right to cancel or alter the date and the timing of any Restriction, Occupation or Isolation laid down in the Contract or previously agreed to by the East Rail Director if this proves necessary for the safety or uninterrupted running of rail traffic but in such an event he shall make alternative arrangements as soon as practicable.

Cancellation of Restrictions, Occupations or Isolations at short notice

**S.C.C. 22 (Cont'd)**

(b) If the Contractor suffers delay or incurs expense due to the East Rail Director cancelling or altering at short notice the date or timing of any Restriction, Occupation or Isolation laid down in the Contract or previously agreed to by the East Rail Director the Surveyor/Engineer\* shall on application by the Contractor and following receipt from the Contractor of particulars, as full and detailed as possible, value and certify such sum, if any, as the Surveyor/Engineer\* considers fair and reasonable.

(c) General Conditions of Contract Clause 50(1)(b) is amended by adding the following :

(xii) cancellation or alteration by the East Rail Director at short notice of the date or timing of any Restriction, Occupation or Isolation laid down in the Contract or previously agreed to by the East Rail Director.

\* Delete as appropriate

The numbering of the additional sub-clause to GCC Clause 50(1)(b) may have to be adjusted if this SCC is used in conjunction with SCC 9

Note : The reference to "Heavy Rail Director" in WBTC No. 21/95 has been amended to "East Rail Director" following a change of title in KCRC.

<b>S.C.C. 23</b>	<p>(1) "Safety Plan" means the Safety Plan referred to in sub-clause (4) of this Special Condition of Contract, 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 in the execution of the Works.</p> <p>(2) The Contractor shall submit within 14 days of the date of the Employer's letter of acceptance of the Tender three copies of a draft Safety Plan to the Architect/Engineer*.</p> <p>(3) Within 7 days from the submission of the draft Safety Plan, the Contractor shall arrange and hold an ad hoc meeting (or meetings if necessary) with the *Architect's/Engineer's Representative to discuss the draft Safety Plan. Where the Architect/Engineer* is of the opinion that the draft Safety Plan does not meet the requirements of the Contract he shall request that the Contractor remedy the deficiency prior to submitting the Safety Plan to the Architect/Engineer* in accordance with sub-clause (4) of this Special Condition of Contract.</p> <p>(4) The Contractor shall submit within 35 days of the date of the Employer's letter of acceptance of the Tender six copies of the Safety Plan to the Architect/Engineer*.</p> <p>(5) The Contractor shall review the Safety Plan at monthly intervals and shall revise and update the Safety Plan if necessary.</p> <p>(6) The Contractor shall comply with the Safety Plan in the execution of the Works and ensure his employees and sub-contractors of all tiers comply with the Safety Plan. The Contractor shall provide any other party working on the Site including Specialist Contractors and utility undertakings with a copy of the Safety Plan and shall request those parties comply with it. The Contractor shall report any person who fails to comply with the Safety Plan to the Architect/Engineer*.</p>	<p>Safety Plan</p>	<p>WBTC No. 14/98.</p> <p>This SCC is applicable to works contracts with Safety Plan requirement</p>
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**S.C.C. 23 (Cont'd)**

- (7) If the Architect/Engineer\* is of the opinion that the Safety Plan does not meet the requirements of the Contract, the Architect/Engineer\* may by notice in writing require the Contractor to revise or update the Safety Plan and the Contractor shall comply with that requirement within 7 days of the date of the notice.
  
- (8) The Contractor shall provide all facilities, access and assistance to the Architect/Engineer\* to periodically verify that the Safety Plan is being properly and fully implemented. If the Architect/Engineer\* 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 Architect/Engineer\* may notify the Contractor in writing of such failure and the Contractor shall then take all necessary steps to rectify that failure immediately. For the avoidance of doubt, this Special Condition of Contract does not limit or take away from the Architect/Engineer\* any power under the Contract including the power to suspend the progress of the Works or any part thereof pursuant to General Conditions of Contract Clause 54(1).
  
- (9) This Special Condition of Contract shall not relieve the Contractor from any of his obligations or responsibilities under the Contract.
  
- (10)# The Contractor shall be entitled to the sums set out in the Site Safety section of the Bills of Quantities, provided that the Contractor shall have complied to the extent specified for each item.
  
- (\* Delete or amend to suit departmental contract arrangements)
  
- (# Applicable only to Pay for Site Safety Scheme contracts)

Payment for Site Safety



**S.C.C. 24**

- (1) General Conditions of Contract Clause 1(1) is amended by adding the following :

Independent Safety Audit

WBTC No. 32/99

"Council" means the Occupational Safety and Health Council established under the Occupational Safety and Health Council Ordinance (Cap. 398).

Definitions

"Safety Audit" means the safety audit carried out by the Safety Auditor using the Works Bureau Safety Auditing System (WBSAS) developed by the Council for the purpose of the Independent Safety Audit Scheme (ISAS).

"Safety Auditor" means a person accredited by the Council as an Accredited Safety Auditor and appointed in accordance with the Contract to carry out Safety Audits.

- (2) The Contractor shall be deemed to have acquired detailed knowledge of the ISAS and WBSAS on the aspects to be audited and how these aspects will be assessed.

- (3) (a) After the acceptance of the Tender, the Architect/Engineer\* shall propose three names from the Council's list of Accredited Safety Auditors to the Contractor for the appointment of the Safety Auditor. The Contractor shall :

Appointment of Safety Auditor

- (i) select one from among the three names and advise the Architect/Engineer\* of his selection within seven days from the date of proposal by the Architect/Engineer\*; and
- (ii) confirm to the Architect/Engineer\* that he has no conflict of interest with the Safety Auditor so selected.

The Safety Auditor shall be appointed by the Council.

**S.C.C. 24 (Cont'd)**

- (b) The Contractor shall be under a continuing obligation to inform the Architect/Engineer\* of any conflict of interest between him and the Safety Auditor which arises during the currency of the Contract.
- (4) The Contractor shall be responsible for liaising with the Council and the Safety Auditor on the carrying out of Safety Audits and shall provide all facilities, access and assistance to the Safety Auditor. The site agent and the Safety Officer of the Contractor shall attend all Safety Audits. The Contractor shall allow and assist the Safety Auditor to inspect all relevant documents and records and shall provide the Safety Auditor with copies if requested. The Contractor shall provide one copy each of the Safety Plan, including any updated or revised version, to the Council and the Safety Auditor. All works undertaken by the Contractor in preparation for or as a result of a Safety Audit shall be at the Contractor's expense and shall not entitle the Contractor to any extension of time for completion of the Works. Audit programme
- (5) Safety Audits shall be carried out according to a programme prepared by the Safety Auditor and agreed by the Architect/Engineer\*. The first Safety Audit shall be carried out within three months from the date for commencement of the Works. Subsequent Safety Audits shall be carried out at quarterly intervals until the date of substantial completion of the Works. Safety Audits shall cease if the Architect/Engineer\* informs the Council and the Contractor in writing that in his opinion most of the operations on the Site have been disengaged and the continuance of Safety Audits will unlikely serve any useful purpose.

**S.C.C. 24 (Cont'd)**

- (6) If the Architect/Engineer\* is of the opinion that the Safety Auditor has been unable to carry out the Safety Audit properly or that there is a real or apparent conflict of interest between the Safety Auditor and the Contractor, he shall advise the Council to remove the Safety Auditor. The Safety Auditor shall only be removed by a written notice by the Council served upon the Safety Auditor. The Architect/Engineer\* shall within 14 days from the date of the written notice propose three names to the Contractor for the appointment of a replacement Safety Auditor in a similar manner as set out in sub-clause (3)(a) of this Clause. Removal of Safety Auditor
- (7) On completion of a Safety Audit, the Safety Auditor shall prepare a Safety Audit report in accordance with the ISAS which shall then be submitted to the Council, the Contractor, the Employer and the Architect/Engineer\*. The Safety Audit report is the property of the Employer. The Contractor shall regard the Safety Audit report as confidential and shall not disclose the Safety Audit report, whether in whole or in part, to any third party without the prior written consent of the Employer. Safety Audit report
- (8) Should the Safety Audit report identify any aspects of the Safety Plan not being fully and properly implemented or any inadequacy in the Safety Plan, the Contractor shall immediately take all necessary steps to rectify the identified aspects or revise the Safety Plan as appropriate. In addition, the Contractor shall prepare an action plan detailing any actions to be taken and actions which have been taken. The action plan shall be signed by the site agent and the Safety Officer and be submitted to the Architect/Engineer\*, the Employer, the Council and the Safety Auditor within 14 days of the receipt of the Safety Audit report. Action plan

**S.C.C. 24 (Cont'd)**

- (9) Payment shall be made to the Contractor for the Safety Audit item in the Bills of Quantities only if the Safety Audit report indicates that the Contractor's scores in both Part I - the Contractor's safety management system and Part II - the implementation of the Safety Plan on site are 70% or above. Payment for Safety Audit item
- (10) The conduct of Safety Audits by the Safety Auditor, the contents of any Safety Audit report or any recommendations contained therein or payment of the Safety Audit item under the terms of the Contract, shall not absolve the Contractor from any of his duties, obligations, responsibilities and liabilities for site safety under the Contract.

(Note : \*delete or amend as appropriate to suit departmental contract arrangements)

**S.C.C. 25**

- (1) General Conditions of Contract Clause 1(1) is amended by adding the following ;

Qualified  
Tradesmen and  
Intermediate  
Tradesmen

WBTC  
No. 10/99 &  
No. 10/99A

"Intermediate Tradesman" means a worker who has obtained the relevant intermediate trade test certificate issued either by the Construction Industry Training Authority or the Vocational Training Council.

"Qualified Tradesman" means :

- (a) a worker who has obtained the relevant trade test certificate issued either by the Vocational Training Council or jointly by the Construction Industry Training Authority and the Vocational Training Council; or
  - (b) a worker who has obtained the relevant certificate of completion of apprenticeship issued under the Apprenticeship Ordinance (Cap. 47); or
  - (c) a worker who has obtained the relevant certificate of completion of apprenticeship issued by the Government of the Hong Kong Special Administrative Region; or
  - (d) an electrician or electrical fitter who is a registered electrical worker registered under Section 30 of the Electricity Ordinance (Cap. 406).
- (2) Further to General Conditions of Contract Clauses 18(1) and 39(1), the Contractor shall employ at least the minimum number of Qualified Tradesmen and Intermediate Tradesmen of each of the specified trades as specified in the Contract.

**S.C.C. 26**

- (1) When considered necessary by the Contractor or specified in the Contract or subsequently ordered by the \*Engineer, the design of any Temporary Works shall be checked and certified by an engineer independent of the Contractor and not associated with the design of the Temporary Works.
- (2) The design so certified shall be referred to as the certified design. The independent checking engineer shall be a professionally qualified engineer and a member of the Hong Kong Institution of Engineers or the Institution of Civil Engineers, UK or equivalent, whom the Contractor considers has suitable experience and be acceptable to the Engineer.
- (3) The independent checking engineer before certifying the design of any Temporary Works in the checking certificate shall :
  - (a) examine the Contractor's detailed design and method statements concerning the design, erection, use and removal of the Temporary Works, and
  - (b) consider the ground conditions, the adequacy of foundations and support of the Temporary Works and any other factors which may affect the stability and safety of such Temporary Works during their erection, use and removalso that he shall be able to certify that the Temporary Works are properly and safety designed using all reasonable skill and care.
- (4) Before commencing construction of any such Temporary Works identified as requiring independent certification, the Contractor shall submit to the Engineer in sufficient time for the Engineer to comply with sub- clause (5) of this Clause :
  - (a) design details and method statements concerning the design, erection, use and removal of the Temporary Works, and

Independent checking of the design, erection, use and removal of Temporary Works

WBTC  
No. 3/97

**S.C.C. 26 (Cont'd)**

- (b) the original checking certificate signed by both the independent checking engineer and by or on behalf of the Contractor.
  
- (5) Further to the provisions of the General Conditions of Contract Clause 7, the Engineer shall examine the documentation referred to in sub-clause (4) of this Clause and shall satisfy himself that it contains no obvious deficiency and that the independent checking engineer has carried out his duties set out in sub-clause (3) of this Clause. Upon being so satisfied the Engineer shall issue his consent in writing for such work to commence, which shall be issued with due regard to the Contractor's programme and the Contractor's actions under sub-clause (4) of this Clause.
  
- (6) The Contractor shall ensure that such Temporary Works are erected, used and removed in accordance with the certified design and method statements. If the Contractor wishes to deviate from the certified design, the Contractor shall submit to the Engineer further certification that any change has been properly and safely designed and has been checked and found satisfactory by the independent checking engineer, in accordance with his duties set out in sub-clause (3) of this Clause, prior to the commencement of construction of such Temporary Works in accordance with sub-clause (4) of this Clause.

**S.C.C. 26 (Cont'd)**

- (7) In all cases where the loading of such Temporary Works is applied as a separate operation after completion of their construction, before such loading is applied, the Contractor shall submit to the Engineer a further certificate signed by or on behalf of the Contractor and by the independent checking engineer confirming that the same has been constructed in accordance with the certified design. In all cases where the loading is an integral part of the construction of such Temporary Works, the Contractor shall submit to the Engineer such a certificate as soon after the construction of the same as is reasonably possible.
- (8) No checking certificate certified by the independent checking engineer, with or without amendment, shall absolve the Contractor from his liability under the Contract for the design, erection, use or removal of the Temporary Works.
- (9) Where any Temporary Works are specified in the Contract or considered necessary by the Contractor to be independently checked, the Contractor shall bear the Cost of such independent checking. However, should the Engineer subsequently order any Temporary Works to be independently checked, then the Engineer shall ascertain the additional Cost incurred and shall certify such Cost in accordance with General Condition of Contract Clause 79.
- (10) Where the Engineer requires, the Contractor shall provide a method statement for any Temporary Works not subject to an independent check and including but not limited to excavation and temporary access structures.



**S.C.C. 26 (Cont'd)**

- (11) If at any time and for any reason related to the work of the independent checking engineer, the Engineer is dissatisfied with the performance of the independent checking engineer, the Engineer shall notify the Contractor in writing giving reasons for such dissatisfaction. If the independent checking engineer does not remedy the situation within a reasonable time, the Engineer may, by a further notice in writing, require the Contractor to dismiss the independent checking engineer and the Contractor shall do so with immediate effect and not re-employing him again in connection with the Works and shall replace the independent checking engineer with a replacement selected in accordance with sub-clause (2) of this Clause.

- \* For 'Engineer' substitute 'Architect' throughout when appropriate

**S.C.C. 27**

General Conditions of Contract Clause 52 is amended by adding the following as sub-clause (5) :

- (5) Notwithstanding the proviso to General Conditions of Contract Clause 52(2) the resulting rate per day of liquidated damages for the Works or any Section after reduction in accordance with that sub-clause shall not be less than the minimum rate per day of liquidated damages for the Works or the relevant Section, as the case may be, as stated in the Appendix to the Form of Tender.

Assessment of liquidated damages

WBTC No. 21/96 and 21/96A

**S.C.C. 28**

- (1) Within three months of the acceptance of the Tender, the Contractor shall book with a certification body acceptable to the Employer the date for ISO 9000 certification audit; with detailed documented quality system procedures ready at the time of booking. If the Contractor is a joint venture, the date for ISO 9000 certification audit shall mean that of the specified partner or shareholder in the statement submitted in accordance with SCT[ ]\*.
- (2) Notwithstanding any other provisions in the Contract, compliance with sub-clause (1) of this Clause shall be a condition precedent to the Contractor's entitlement to any payment or any further payment as the case may be under the Contract.
- (3) Sub-clauses (1) and (2) of this Clause are not applicable if the Contractor or, where the Contractor is a joint venture, its specified partner or shareholder has already obtained ISO 9000 certification on or before the date of acceptance of the Tender.

ISO 9000 certification for the Contractor

WBTC No. 4/2000 For contracts requiring the Contractor to have obtained ISO 9000 certification. This SCC clause is applicable to contracts inviting tenders on/after 1 June 2000. For contracts inviting tenders before 1 June 2000 SCC clause 28 as promulgated in WBTC No. 23/99 should be used.

\* Insert the clause number of the SCT dealing with ISO 9000 certification for the Contractor.

**S.C.C. 29**

General Conditions of Contract Clause 4 is amended by adding the following:

(7) The approved listed contractor to be engaged in accordance with sub-clause (6) of this Clause for [specify the relevant categories and/or groups of works] :

shall either :

- (a) have obtained an ISO 9000 certificate acceptable to the Employer with the scope of certification acceptable to the \*Architect/Engineer; or
- (b) (i) have obtained a confirmation from a certification body acceptable to the Employer, stating that a full review of the Quality Manual of its Hong Kong office has been carried out in Hong Kong and such Quality Manual has been found to be in conformity with ISO 9000 requirements; and  
  
(ii) submit an undertaking that within three months of the execution of the sub-contract, it would book with the certification body the date for ISO 9000 certification audit; with detailed documented quality system procedures ready at the time of booking.

ISO 9000 certification for sub-contractor

WBTC No. 4/2000. The numbering of sub-clauses (7) and (8) may need to be amended if this Clause is used in conjunction with SCC 14 and/or SCC 30.

This SCC clause is applicable to contracts inviting tenders on/after 1 June 2000. For contracts inviting tenders before 1 June 2000 SCC clause 29 as promulgated in WBTC No. 23/99 should be used.

**S.C.C. 29 (Cont'd)**

- (8) (a) If the works specified in sub-clause (7) of this Clause are to be carried out by the Contractor itself, in which case the Contractor must be listed in the relevant category and/or group, it shall within three months of the acceptance of the Tender, book with a certification body acceptable to the Employer the date for ISO 9000 certification audit, with detailed documented quality system procedures ready at the time of booking. If the respective works are to be carried out through a sub-contract by an approved listed contractor, then the Contractor shall procure that the approved listed contractor shall carry out such booking within three months of execution of the sub-contract.
- (b) Notwithstanding any other provisions in the Contract, compliance with sub-clause (8)(a) of this Clause shall be a condition precedent to the Contractor's entitlement to any payment, or any further payment, as the case may be, for the works specified in sub-clause (7) of this Clause under the Contract.
- (c) Sub-clauses (8)(a) and (8)(b) of this Clause are not applicable if the Contractor has already obtained ISO 9000 certification on or before the acceptance of the Tender or, as the case may be, the approved listed contractor has already obtained ISO 9000 certification on or before the date of execution of the sub-contract.
- \* Delete as appropriate.

**S.C.C. 30**

General Conditions of Contract Clause 4 is amended by adding the following:

(6) If the Contractor is not included in the List of Approved Suppliers of Materials and Specialist Contractors for Land Piling Group II, then it shall enter into a written sub-contract with an approved listed specialist contractor, in the relevant Group, for the execution of the respective part of the Works. The approved listed specialist contractor shall either :

(a) have obtained an ISO 9000 certificate acceptable to the Employer with the scope of certification acceptable to the \*Architect/Engineer; or

(b) (i) have obtained a confirmation from a certification body acceptable to the Employer, stating that a full review of the Quality Manual of its Hong Kong office has been carried out in Hong Kong and such Quality Manual has been found to be in conformity with ISO 9000 requirements; and

(ii) submit an undertaking that within three months of the execution of the sub-contract, it would book with the certification body the date for ISO 9000 certification audit; with detailed documented quality system procedures ready at the time of booking.

Provided that the Architect/Engineer\* may permit the Contractor to execute the piling works itself, which permission shall not be unreasonably withheld. If the Contractor carries out the piling work itself, the requirements listed in (a) or, as the case may be, (b) of this sub-clause shall be applicable to the Contractor.

ISO 9000 certification for Land Piling Contractor Group II

WBTC No. 4/2000. For contracts where the Contractor may be permitted to execute the piling work. The numbering of sub-clauses (6), (7) and (8) may need to be amended if this Clause is used in conjunction with SCC 14 and/or SCC 29.

This SCC clause is applicable to contracts inviting tenders on/after 1 June 2000. For contracts inviting tenders before 1 June 2000 SCC clause 30 as promulgated in WBTC No. 23/99 should be used.

**S.C.C. 30 (Cont'd)**

- (7) If the Contractor who is included in the List of Approved Suppliers of Materials and Specialist Contractors for Land Piling Group II wishes to carry out the piling works itself, the requirements listed in sub-clauses (6)(a) or, as the case may be, (6)(b) of this Clause shall be applicable to the Contractor.
- (8) (a) The Contractor shall within three months of the acceptance of the Tender, book or, where the piling works are to be executed by an approved listed contractor, shall procure that the approved listed contractor will within three months of execution of the sub-contract book with a certification body acceptable to the Employer the date for ISO 9000 certification audit; with detailed documented quality system procedures ready at the time of booking.
- (b) Notwithstanding any other provisions in the Contract, compliance with sub-clause (8)(a) of this Clause shall be a condition precedent to the Contractor's entitlement to any payment or any further payment as the case may be, for the piling works under the Contract.
- (c) Sub-clauses (8)(a) and (8)(b) of this Clause are not applicable if the Contractor has already obtained ISO 9000 certification on or before the acceptance of the Tender or, as the case may be, the approved listed contractor has already obtained ISO 9000 certification on for before the date of execution of the sub-contract.

\* Delete as appropriate.

Note : The sub-clause number may be revised as necessary.

**S.C.C. 31**

- (1) Where the Contractor is a joint venture company it shall within fourteen (14) days of the acceptance of the Tender provide to the Employer a joint venture guarantee ("Guarantee") in the form set out in Appendix [ ]\* executed by all the shareholders of the Contractor.
  
- (2) Notwithstanding any other provision of the Contract, failure by the Contractor to provide a joint venture guarantee in strict accordance with sub-clause (1) of this Clause shall constitute a breach of contract entitling the Employer to damages and shall entitle the Employer to terminate the Contract forthwith by notice in writing to that effect and the Contractor shall not be entitled to any compensation whatsoever as a consequence of such termination.

Contractors' joint venture

WBTC No. 6/99

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\* [ ] insert the relevant appendix to the tender documentation.



<b>S.C.C. 32</b>	(1) For the purpose of this Special Condition of Contract -	Year 2000 warranty of Contract Computer Facilities	WBTC No. 9/99 & No. 9/99A
	(a) "Contract Computer Facilities" means the Contract Computer Facilities defined in Clause **__ of the Particular Specification;		Mandatory for all contracts that incorporate provisions for contract computer
	(b) "Commencement Date" means the date on which the Contract Computer Facilities are delivered to the Engineer's/Architect's office;		
	(c1) <i>"End Date" means the expiry of the Maintenance Period or if there is more than one such period, the expiry of the latest Maintenance Period<sup>1</sup>.</i>		Sub-clause (1)(c1) should be used if the computer facilities are to be returned to the Contractor upon the expiry of the Maintenance Period.
	(c2) <i>"End Date" means a date **__ calendar years from the expiry of the Maintenance Period or if there is more than one such period, the expiry of the latest Maintenance Period<sup>2</sup>.</i>		Sub-clause (1)(c2) should be used if the computer facilities are to be transferred to the Government upon the expiry of the Maintenance Period.

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<sup>1</sup> Use this definition of End Date if the computer facilities are to be returned to the Contractor upon the expiry of the Maintenance Period.

<sup>2</sup> This alternative definition should be used if the computer facilities are to be transferred to the Government upon the expiry of the Maintenance Period.

- (2) The Contractor shall warrant that the Contract Computer Facilities are Year 2000 compliant as specified in clause \*\*\_\_ of the Particular Specification. The period of the warranty (the "warranty period") shall commence on the Commencement Date and shall subsist until the End Date.

**S.C.C. 32 (Cont'd)**

- (3) Notwithstanding any provisions of the General Conditions of Contract, the Contractor shall during the warranty period and upon a notice regarding Year 2000 non-compliance given by the Engineer/Architect\* promptly carry out necessary work to the Contract Computer Facilities so as to render the Contract Computer Facilities Year 2000 compliant. If the Contractor shall fail to carry out rectification work to render the Contract Computer Facilities Year 2000 compliant promptly, the Employer shall be entitled to engage his employees or agents or other contractors to carry out such work. Without prejudice to any other remedy, all additional expenditure properly incurred by the Employer in having such work carried out shall be recoverable by the Employer from the Contractor.
- (4) The liability of the Contractor under this Special Condition of Contract shall not in any way be affected by an independent inquiry or investigation into the Year 2000 compliance of the Contract Computer Facilities or any matter related thereto whether carried out by or on behalf of the Employer or any liability or right of action which may arise out of such inquiry or investigation.
- (5) For the avoidance of doubt, the Contractor shall indemnify and keep indemnified the Employer against all losses, claims, costs, demands and expenses that may arise out of or in consequence of any breach of this Special Condition of Contract.

\* Delete inappropriate term.

\*\* Provide details to suit the specific contract.

<b>S.C.C. 33</b>	<p>(1) The Contractor is required to [obtain the guarantee/provide the cash security deposit]* referred to in Clause 12 of the General Conditions of Contract.</p> <p>(2) The Contractor shall provide the requisite [guarantee/cash security deposit]* to the Employer within [ ] days of the acceptance of the Tender.</p> <p>(3) Notwithstanding any other provision of the Contract :</p> <p>(a) submission by the Contractor of the requisite [guarantee/cash security deposit]* in accordance with the foregoing provisions of this Clause shall be a condition precedent to the Contractor's entitlement to any payment or any further payment as the case may be under the Contract; and</p> <p>(b) failure by the Contractor to provide the requisite [guarantee/cash security deposit]* in accordance with the foregoing provisions of this Clause shall entitle the Employer either to suspend the Works or to terminate the Contract forthwith by notice in writing to that effect, notwithstanding that the Contractor may have been permitted to proceed with the Works, and the Contractor shall not be entitled to any compensation whatsoever as a consequence of such suspension or termination.</p> <p>* Delete whichever is inappropriate.</p>	<p>Security or sureties</p>	<p>WBTC No. 10/97 and WBTC No, 10/97A. This SCC is to be adopted where a bond or cash security deposit is required. Please refer to para 4 of WBTC No. 10/97 for guidance on compilation of tender documents for contracts where a bond or cash security is not required.</p>
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<b>S.C.C. 34</b>	Sub-clause (5) of General Conditions of Contract Clause 86 shall be replaced by the following:	Place of arbitration	WBTC No. 29/99 Mandatory
(5)	(a) Subject to paragraph (b) of this sub-clause, the Hong Kong International Arbitration Centre Domestic Arbitration Rules (the Arbitration Rules) shall apply to any arbitration instituted in accordance with this Clause.		
	(b) Notwithstanding Article 8.2 and Article 13 of the Arbitration Rules, the place of meetings and hearings in the arbitration shall be Hong Kong unless the parties otherwise agree.		

**S.C.C. 35** General Conditions of Contract Clause 63 is amended by replacing paragraph (c) with the following: Disturbance to the progress of the Works Mandatory

" (c) the opening up for inspection in accordance with Clause 45 of any work covered up or put out of view after compliance with the requirements of Clause 44, or the testing of materials or workmanship not required by the Contract but directed by the \*Architect/Engineer or the \*Architect's Representative/Engineer's Representative in accordance with Clause 42(1) unless the inspection or test showed that the work, materials or workmanship were not in accordance with the Contract, or "

\* Delete as appropriate.