

Special Conditions of Contract

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SCC1 (Not used)

SCC2 (Not used)

SCC3A (1) Save in so far as the Contract may prescribe specifically for replacing the term “Maintenance Surveyor” or “Maintenance Surveyor’s Representative” by the term “Architect” or “Architect’s Representative” respectively, all reference to the terms “Maintenance Surveyor” or “Maintenance Surveyor’s Representative” in the Contract shall be replaced by the term “Architect” or “Architect’s Representative” respectively. Definitions

(2) General Conditions of Contract Clause 1(1) is amended by replacing the definitions of the following words and expressions with the following:

“Section” means a part of the Works identified as such and more particularly described in the Works Order for which a time for completion is stipulated in that Works Order.

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

“Architect” 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 Architect 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.

“Architect’s Representative” means any person, company or firm appointed from time to time by the Architect 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.

“Surveyor” 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 Surveyor 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.

SCC 3A
(Cont'd)

“Surveyor’s Representative” means any person, company or firm appointed from time to time by the Surveyor and notified in writing to the Contractor to perform the duties set forth in Clause 2(7) of the General Conditions of Contract and Clause SCC5 of the Special Conditions of Contract. The person appointed may be described by name or as the holder for the time being of a Public Office.

“Approved Sub-contractor” means and includes all specialists, merchants, tradesman and the like executing any part of the Works who shall have been proposed by the Contractor and approved by the Architect and employed by the Contractor.

“Percentage Adjustment” means the percentage entered by the Contractor in the Appendix of the Form of Tender against :

- (i) preliminaries, profit, attendance and other expenses on star rates and agreed rates;
- (ii) profit and/or attendance on the final value of the works to be executed by Nominated Sub-contractors or Specialist Contractors employed directly by the Government but excluding other government department and utility undertaking.

“utility undertaking” means any person, undertaking, company, organization or government department and includes any office, division, sub-division, section, sub-section, unit or group within a government department which engages in or is so engaged in supplying or providing utilities (including electricity, lighting, traffic control, telecommunications, cable television, gas, water, drainage, sewerage and tramway) and any associated work and the supply or provision of which does not form part of the Works under the Contract, including the contractors and sub-contractors of any tier of such person, undertaking, company, organization or government department.

- (4) General Conditions of Contract Clause 1 (1) is amended by deleting the definitions of “Maintenance Surveyor” and “Maintenance Surveyor’s Representative”.

SCC 3A
(Cont'd)

In Special Conditions of Contract Clauses SCC 6, 89, 90 and 91, all references to “tree”, “Old and Valuable Tree”, “tree protection zone” and “arboricultural work” are as respectively defined in the Particular Specification.

“Aftercare to Old and Valuable Trees” means the regular monitoring and other operations specified to be performed for Old and Valuable Trees in the Works Order during the period stated therein for such regular monitoring and other operations.

SCC3B (Not used)

SCC4 (Not used)

SCC5

General Conditions of Contract Clause 2 is amended by:

(A) replacing the title with “Duties and powers of the Architect, the Surveyor, the Architect’s Representative and the Surveyor’s Representative”

(B) adding the following :

(6) (a) The Surveyor shall carry out the duties and may exercise the powers specified in or necessarily to be implied from the Contract.

(b) Before carrying out any such duty or exercising any such power, the Surveyor may be required under the terms of his appointment by the Employer to obtain confirmation that the Employer has no objection to the Surveyor’s proposed course of action and, in the event of an objection, to act in accordance with the Employer’s direction. If the Surveyor is subject to any such requirements, particulars thereof shall be set out in the Appendix to the Form of Tender.

(c) The Contractor’s rights under the Contract shall not be prejudiced in any way by any failure on the part of the Surveyor to comply with the requirements particularised in the Appendix to the Form of Tender or any other requirements of his appointment by the Employer.

Duties and powers of the Architect, the Surveyor, the Architect’s Representative and the Surveyor’s Representative

SCC 5
(Cont'd)

- (d) Except as expressly stated in the Contract, the Surveyor shall have no power to amend the terms and conditions of the Contract nor to relieve the Contractor of any of his obligations under the Contract.
- (7) The duties of the Surveyor's Representative are to carry out such duties and exercise such powers vested in the Surveyor as may be delegated to him by the Surveyor in accordance with the provisions of sub-clause (8) of this Clause.
- (8) The Surveyor may from time to time delegate to the Surveyor's Representative any of the duties and powers vested in him. Any such delegation shall be in writing signed by the Surveyor and shall specify the duties and powers thereby delegated. No such delegation shall have effect until a copy thereof has been delivered to the Contractor.

Provided that if the Contractor or Employer shall be dissatisfied by reason of any decision of the Surveyor's Representative they may refer the matter to the Surveyor who shall confirm, reverse or vary such decision.

- (9) No act or omission by the Surveyor or the Surveyor's Representative in the performance of any of his duties or the exercise of any of his powers under the Contract shall in any way operate to relieve the Contractor of any of the duties, responsibilities, obligations or liabilities imposed upon him by any of the provisions of the Contract.

SCC6

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

Sub-
contracting

- (6) If the Contractor is not included in the List of Specialist Sub-contractors maintained by the Employer and attached as Appendices 'SCT.E' to 'SCT.M' to the Special Conditions of Tender for : -
- (i) Electrical Installation;
 - (ii) Air-conditioning Installation;
 - (iii) Fire Services Installation;
 - (iv) Burglar Alarm and Security Installation;
 - (v) Diesel Generating Sets Installation;
 - (vi) Liquefied Petroleum Gas Installation;
 - (vii) Broadcast Reception Installation;
 - (viii) Medical Gas Installation;
 - (ix) Geotechnical Works on Soil and Rock Slopes;

SCC 6 then he shall enter into written Specialist Sub-contracts with the
(Cont'd) listed Specialist Sub-contractors, in the relevant List, for the execution of the respective part of the Works in accordance with Special Condition of Contract SCC7(4).

- (7) Provided that the Contractor shall not without the written consent of the Architect enter into a Specialist Sub-contract with a listed Specialist Sub-contractor who is then suspended from tendering (whether by way of mandatory suspension, voluntary suspension or automatic suspension) in respect of the works in the relevant List, Group, Category and, where appropriate, Class.
- (8) The Contractor shall notify the Architect in writing the engagement of a listed Specialist Sub-contractor within 7 days of the date of the relevant Specialist Sub-contract.
- (8A) If the Contractor is not included in the “List of Approved Suppliers of Materials and Specialist Contractors for Public Works” under the category of “Landscaping: Class I – General Landscape Work” as maintained by the Employer, the Contractor shall enter into a written sub-contract with a specialist contractor to carry out the arboricultural work to trees within the Site, including but not limited to planting, replanting, transplanting, tree surgery work and control of pest and disease. Unless otherwise agreed by the Architect, such specialist contractor shall be selected from the prevailing “List of Approved Suppliers of Materials and Specialist Contractors for Public Works” under the category of “Landscaping: Class I – General Landscape Work” as maintained by the Employer. Provided that the Contractor shall not without the written consent of the Architect enter into a written sub-contract with a specialist contractor on the prevailing “List of Approved Suppliers of Materials and Specialist Contractors for Public Works” under the category of “Landscaping: Class I – General Landscape Work” as maintained by the Employer who is then suspended from tendering (whether by way of mandatory suspension, voluntary suspension or automatic suspension) in respect of the works in that category. The Contractor shall submit details of the specialist contractor to the Architect for checking of compliance with this Clause at least seven (7) days prior to entering into a written sub-contract with the specialist contractor.

- SCC7 (1) (a) The General Conditions of Contract Clause 1(1) is amended by:
- Specialist
Sub-
contractor
- (i) adding the definition of “Specialist Sub-contractor”
- “‘Specialist Sub-contractor’ means and includes all specialists, merchants, tradesmen and the like executing any part of the Works and/or carrying out any part of the design of the Works or supplying materials or services for the Works who shall have been or shall be selected in accordance with the provisions of the Contract and employed by the Contractor.”.
- (ii) adding the definition of “Specialist Sub-contract”
- “‘Specialist Sub-contract’ means the sub-contract made between the Contractor and the Specialist Sub-contractor.”.
- (iii) amending the definition of “Works” by adding “and/or Specialist Sub-contractors” after “Nominated Sub-contractors”.
- (b) General Conditions of Contract Clause 53(1) (c) is amended by replacing the full stop at the end of sub-subclause (iii) by “, or” and adding the following as sub-subclause (iv)
- “delay on the part of or caused by or related to any Specialist Sub-contractor including but not limited to delay arising from termination of any Specialist Sub-contract due to any reason whatsoever.”.
- (2) Further to Clause 81 and 82 of the General Conditions of Contract :-
- (a) The Contractor shall also deliver to the Surveyor at the end of each period of interim certificates stated in the Appendix to the Form of Tender a statement showing the estimated contract value of the work done by any Specialist Sub-contractor up to the end of such period. Such estimated contract value shall be supported by a written statement by any Specialist Sub-contractor on the percentage of work confirmed to have been done to date and a schedule of materials on the Site for inclusion in the permanent works made on the headed paper of the Specialist Sub-contractor concerned.

SCC7
(Cont'd)

- (b) Within 7 days of receiving payment from the Employer in accordance with Clauses 82 of the General Conditions of Contract the Contractor shall submit to the Surveyor a certificate stating that the sum payable to the Specialist Sub-contractor under the terms of the Specialist Sub-contract has been paid. Such certificate shall be supported by written acknowledgment of payment from the Specialist Sub-contractor made on headed paper of the Specialist Sub-contractor concerned.
- (c) In the event of failure by the Contractor to submit the certificate in sub-clause (b) above, the Surveyor may, in writing, demand from the Contractor a written statement explaining the reason for failure to make such submission to be submitted to the Surveyor within 14 days of the written demand.
- (3) Any obligations stipulated in the Special Conditions of Tender related to Specialist Sub-contractor which have not been completed at the end of the tender stage are hereby incorporated as Special Conditions of Contract.
- (4) Where the Contract specifies that certain work is to be executed by a Specialist Sub-contractor, the Contractor shall enter into a sub-contract with the Specialist Sub-contractor using the Standard Form of Domestic Sub-contract (1994) published by The Hong Kong Construction Association as amended by the Special Conditions of Sub-contract set out in Appendix 'SCT.Q' to the Special Conditions of Tender.
- (5) The Contractor shall not permit the Specialist Sub-contractor to sub-let the whole of the Specialist Sub-contract Works (as defined in the Standard Form of Domestic Sub-contract (1994) published by the Hong Kong Construction Association) without the written consent of the Architect.
- (6) (a) Within 14 days of the issue of each Works Order, the Contractor shall submit, for the Architect's approval, a complete Equipment Schedule showing all items of equipment to be offered by the Specialist Sub-contractor for the work of the Works Order to be carried out under the Specialist Sub-contract. All items of equipment in the said schedule shall be selected from any one of the items not found to be unacceptable by the Employer pursuant to Clause 14

SCC7
(Cont'd)

of the Special Conditions of Tender, or a new proposal if the proposals made for the item in the Tender Equipment Schedule submitted with the Tender are all found to be unacceptable by the Employer pursuant to Clause 14 of the Special Conditions of Tender. The Architect shall give his approval provided always that the items proposed are fully in compliance with the Specification and the Drawings and the other requirements of the Contract and that such approval shall not impose any additional contractual and/or financial liabilities whatsoever on the Employer.

- (b) The list so approved by the Architect in accordance with sub-clause (6)(a) of this Clause shall become the Agreed Equipment Schedule for the Works Order and shall not be amended by the Contractor without prior approval of the Architect.
- (c) If the Contractor, on the request of the Specialist Sub-contractor, wishes to amend the Agreed Equipment Schedule or to propose substituting an item with one of the other items not found to be unacceptable by the Employer pursuant to Clause 14 of the Special Conditions of Tender, then the Contractor shall ensure that the Specialist Sub-contractor will provide the Architect with a detailed explanation justifying the proposed change. Provided the proposed items fully comply with the Specification and the Drawings and other requirements of the Contract and that no additional cost whatsoever is imposed on the Employer by reason of such change and that no delay to the progress of the Works or any Section thereof will be caused then the Architect shall not unreasonably withhold his approval of the change which approval should be given within 21 days of the Contractor submitting his proposal to change.
- (d) For each Works Order issued by the Architect, the Contractor shall indicate in the programme submitted to the Architect pursuant to Clause 17 of the General Conditions of Contract the timing and sequence of submission of his proposals for the equipment and materials as required in the equipment schedules included in the particular specifications for the Specialist Sub-contract works. The Contractor shall then, in accordance with the programme, submit for the approval of the Architect in writing the manufacturer, brand name, model number and detailed technical information for such items of equipment and

SCC7
(Cont'd)

materials to be offered by the Specialist Sub-contractors. Such equipment and materials shall not be delivered to site without the prior approval of the Architect.

- (e) Notwithstanding any direct dealing with and/or submissions made by the Specialist Sub-contractor to the Architect under this Clause, the Contractor shall not in any way be relieved of his obligations and responsibilities under the Contract.
- (f) Approval or order by the Architect under this Clause shall not in any way relieve the Specialist Sub-contractor of his obligations and responsibilities under the Specialist Sub-contract nor the obligations and responsibilities of the Contractor under the Contract.
- (7) (Not used)
- (8) The Contractor shall procure the attendance of the Specialist Sub-contractor at meetings with the Architect in respect of discussions on technical matters and allow the Specialist Sub-contractor to discuss technical matters with the Architect in his presence from the date for commencement of the Works up to and including the date of issue of the maintenance certificate pursuant to General Conditions of Contract Clause 86.
- (9) Any payment by the Contractor to the Specialist Sub-contractor under the Specialist Sub-contract Conditions Clause 6.9 shall not be refunded or reimbursed by the Employer to the Contractor in any manner whatsoever under the terms of the Contract.
- (10) Further to General Conditions of Contract Clause 4(4), the Contractor shall be responsible for the acts, defaults and neglects of any Specialist Sub-contractor or the agents, employees or workers of any Specialist Sub-contractor as fully as if they were the acts, defaults or neglects of the Contractor, his agents, employees or workers.

SCC8	The Contractor shall, within 21 days of the date of entering into a sub-contract with a sub-contractor, submit a sub-contractor's warranty executed by the sub-contractor, in the form appearing in Appendices 'SCC.A', 'SCC.B' and 'SCC.F' to these Special Conditions of Contract with only such amendments thereto as may have been previously approved by the Employer in writing in respect of the following :- (i) Roofing System; (ii) Waterproofing System; (iii) Vitreous Enamel Metal Cladding System	Sub-contractor's warranty
SCC9	(1) The Contractor shall be fully responsible for the supply and installation of the Roofing and Waterproofing Systems, whether or not such works are carried out by himself or by his sub-contractor. Without prejudice to the generality of the foregoing, the Contractor warrants :- (a) that the selection of the Roofing and Waterproofing Systems and the resultant work shall be suitable for use as part of the Works; (b) that the Roofing and Waterproofing Systems shall remain in a watertight condition for a period of ten years from the date of completion stated in the certificate of completion with respect to the Works issued pursuant to General Conditions of Contract Clause 56; and (c) the suitability of the Roofing System for application and bonding to the roof structure and any finishes applied thereto and the compatibility and bonding between each of the elements of the Roofing System so as to ensure that the Roofing System is watertight. (d) the suitability of the Waterproofing System for application and bonding to the building components including basement tanking, floor slab of toilets / bathrooms / kitchen / balconies, etc. and any finishes applied thereto and the compatibility and bonding between each of the elements of the Waterproofing System so as to ensure that the Waterproofing System is watertight; and	Contractor's liabilities (Roofing and Waterproofing Systems)

Special Conditions of Contract

SCC9
(Cont'd)

(e) that the Roofing and Waterproofing Systems shall conform to any performance specification or requirement applicable to the Roofing and Waterproofing Systems included or referred to in the Contract.

(2) 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 56, the expression "certificate of completion" shall, for the purpose of sub-clause (1) of this Clause, mean the last of such certificates.

SCC10 (Not used)

SCC11

(1) The Contractor shall submit a certificate of guarantee from the manufacturer of the Impact Absorbing Surfacing Material (IASM) to guarantee for a period of 5 years commencing from the date of completion of the Works that the product which form part of the works shall be free from defects such as material loss of mechanical properties, impact attenuation performance, de-colouring, shrinkage (in any dimension), failure of adhesion to the base, loss of resilience, corrosion and distortion or similar defects under normal operational conditions. The guarantee of the selected proprietary product on the material performance (inclusive of its prescribed Critical Fall Height) shall cover rectification and/or replacement of the IASM materials which show any of the above-mentioned defects within the guarantee period.

Manu-
facturer's
certificate of
guarantee

(2) The said certificate of guarantee shall be submitted in a form approved by the Employer.

SCC12

(1) Within three months of the acceptance of the Tender, the Contractor shall book with a certification body acceptable to the Employer the date of audit for the ISO 9001:2000 certification; with detailed documented quality system procedures ready at the time of booking. If the Contractor is a joint venture, the date of audit for the ISO 9001:2000 certification shall mean that of the specified participant or shareholder in the statement submitted in accordance with Special Conditions of Tender Clause 6.

ISO 9000
certification
for the
Contractor

- SCC12 (Cont'd)
- (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, his specified participant or shareholder has already obtained the ISO 9001:2000 certification on or before the date of acceptance of the Tender.

SCC13 General Conditions of Contract Clause 4 is amended by adding the following:

ISO 9000 certification for Specialist Sub-contractor

- (9) The Specialist Sub-contractor to be engaged in accordance with sub-clause (6) of this Clause for:
 - (i) Electrical Installations (Group III)
 - (ii) Air-conditioning and Refrigeration Installations (Group II)
 - (iii) Fire Services Installations (Group II)

shall either:

- (a) have obtained an ISO 9001:2000 certificate acceptable to the Employer with the scope of certification acceptable to the Architect; 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 his Hong Kong office has been carried out in Hong Kong and such Quality Manual has been found to be in conformity with ISO 9000 the requirements of the ISO 9001:2000; and
 - (ii) submit an undertaking to the Architect that within three months of the execution of the Specialist Sub-contract, it would book with the certification body the date of audit for the ISO 9001:2000 certification; with detailed documented quality system procedures ready at the time of booking.
- (10)(a) If the works specified in sub-clause (9) of this Clause are to be carried out by the Contractor himself, in which case the Contractor must be listed in the relevant list of Specialist Sub-contractor, he shall

SCC13
(Cont'd)

within three months of the acceptance of Tender, book with a certification body acceptable to the Employer the date of audit for the ISO 9001:2000 certification, 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 a listed Specialist Sub-contractor, then the Contractor shall procure that the listed Specialist Sub-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 (10) (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 (9) of this Clause under the Contract.
- (c) Sub-clauses (10)(a) and (10)(b) of this Clause are not applicable if the Contractor has already obtained ISO 9001:2000 certification on or before the acceptance of the Tender or, as the case may be, the listed Specialist Sub-contractor has already obtained ISO 9001:2000 certification on or before the date of execution of the sub-contract.

SCC14 (1)

Further to General Conditions of Contract Clause 7, the Contractor's responsibility for providing Drawings and other documents in connection with the Works shall include but shall not be limited to the following :-

Drawings provided by the Contractor for the Works

- (a) the acquisition and checking of all Drawings and other documents from the Architect, and those to be provided by the sub-contractors, Nominated Sub-contractors, Specialist Sub-contractors, Specialist Contractors and utility undertakings which are necessary to enable the Contractor to comply with his obligations under this Special Condition of Contract .
- (b) the preparation of all Drawings or other documents which the Contractor is required to provide for the Works including the procurement of such Drawings or documents from the sub-contractors, Nominated Sub-contractors, Specialist Sub-contractors and Approved Sub-contractors.

SCC14
(Cont'd)

- (c) the design and preparation of combined co-ordinated building services installation drawings whether such services installations are to be carried out by the Contractor, the sub-contractors, Nominated Sub-contractors, Specialist Sub-contractors, Approved Sub-contractors, Specialist Contractors or utility undertakings. Such drawings shall be fully dimensioned and shall indicate the precise locations, route, layout and level of each and every building services installation, whether in co-ordination with other building services installations or with the structural and architectural works.
- (d) subsequent to satisfactory completion of building services installations the preparation of drawings in accordance with the requirements of sub-clause (1)(c) of this Special Condition of Contract, such drawings shall include but shall not be limited to the following :-
 - (i) updated and amended combined co-ordinated building services installation drawings;
 - (ii) combined builder's work drawings;
and
 - (iii) combined reflected ceiling plans.
- (e) the recommendation of design solutions to eliminate conflict between the positioning of any work and to provide adequate space for the routing of all the building services and for access for future maintenance.
- (f) the updating and amending of all drawings forming the subject of sub-clause (1)(b), (1)(c) and (1)(d) of this Special Condition of Contract to reflect changes due to further drawings, instructions or the like issued by the Architect.
- (g) the preparation of a detailed schedule showing the proposed dates of submission to the Architect of combined co-ordinated building services installation drawings, product data and samples for the Works, the submission of the schedule to the Architect for approval and the preparation of a revised schedule incorporating any amendment required by the Architect.

Special Conditions of Contract

SCC14 (Cont'd)	(h) the preparation of “as built” drawings for each building services installation and “as built” combined co-ordinated building services installation drawings fully detailing all the building services installations, plant and equipment forming part of the Works or installed by utility undertakings showing the inter-relationship of all the building services installations, plant and equipment.	
SCC15	(1) Notwithstanding the General Conditions of Contract Clause 8(2) but subject to (3) below, any contract rates or related information provided by the Contractor in connection with the Contract may be used by the Employer for the sole purpose of cost estimation or cost analysis for his other works which may or may not be connected with the Contract. (2) Subject to (3) below, the Employer may also furnish such information to any third party engaged by the Employer for the sole purpose of cost estimation or cost analysis provided that he shall obtain from such third party an undertaking to maintain the confidentiality of the same and not to use it for any other purpose. (3) In connection with the use and/or furnishing of the contract rates and related information under (1) and/or (2) above, the Employer shall ensure that the Contract number, title and the Contractor’s name are not used or furnished.	Contract information to be used for cost estimation or cost analysis for the Employer’s other works
SCC16	General Conditions of Contract Clause 12 is deleted.	Securities or sureties
SCC17	(Not used)	
SCC18	(Not used)	
SCC19	(Not used)	

SCC20	General Conditions of Contract Clause 8 is amended by adding the following as sub-clause (3):	Permissible disclosure of information related to dispute settlement
	“(3) Notwithstanding sub-clause (2) of this Clause, but subject to the following provisions, the Employer may disclose the outline of any dispute and the terms of settlement for which a settlement agreement has been reached with the Contractor or the outcome of the arbitration or any other means of resolution of dispute to the Public Accounts Committee of the Legislative Council upon its request. Before disclosures are made to the said Committee, the Employer shall inform the Contractor. Disclosures shall not be made to the said Committee before expiry of the first 6 months from the date of the settlement agreement, arbitration award or, as the case may be, outcome of other means of resolution of dispute without the written consent of the Contractor but such consent shall not be unreasonably withheld. The Contractor shall be deemed to have given his consent to disclosures on the expiry of the first 6 months from the date of the settlement agreement, arbitration award or, as the case may be, outcome of other means of resolution of dispute. The Contractor may, if he considers necessary to protect the sensitive nature of certain information relating to him, request the Employer to disclose such specified information to the said Committee strictly on a confidential basis. If the Employer considers that there are legitimate grounds to accede to the Contractor’s request, the Employer shall convey the request to the said Committee for its consideration.”	
SCC21	(1) Further to General Conditions of Contract Clause 18 the Contractor shall employ on the Site in connection with the execution of the Works: (a) a building services co-ordinator to co-ordinate the design and installation of all building services installations. The building services co-ordinator shall have corporate membership of the Hong Kong Institution of Engineers (elected after 5 December 1975) in building services, electrical or mechanical engineering discipline or equivalent. In addition, the building services co-ordinator shall have minimum five years’ relevant working experience in building services co-ordination, over the past ten years’ working experience in building services installations. The building services co-ordinator shall be engaged	Contractor’s super-intendence

SCC21
(Cont'd)

on the Site at all times when building services works are in progress.

- (b) a surveyor for setting out the Works. The surveyor shall possess a professional diploma or equivalent appropriate to the nature of the survey work required for the Contract.
 - (c) a foreman for concrete work if structural concrete work is included in the Contract. The proposed foreman for concrete work shall be experienced in concrete work. The foreman shall be engaged on the Site at all times when concreting is in progress.
- (2) Further to sub-clause (2) of General Conditions of Contract Clause 18 the agent shall have an acceptable university degree or equivalent qualification relevant to building construction. In addition, the agent shall have at least ten years site management experience in building construction, with a minimum 5 years experience working in the capacity of site agent. The agent shall be engaged on the Site at all times to supervise the Works.
- (3) Details of the following particulars of the agent, building services co-ordinator, surveyor and foreman for concrete work shall be submitted to the Architect:
- (a) name;
 - (b) qualifications; and
 - (c) previous experience detailing duties in his previous post.

Copy documentation of the particulars of the agent shall be submitted at the same time the Contractor serves his notice of appointment of the agent pursuant to sub-clause (2) of the General Conditions of Contract Clause 18. Copy documentation of the particulars of the building services co-ordinator, surveyor and foreman for concrete work shall be submitted within 7 days of their appointment.

- (4) The building services co-ordinator, surveyor and foreman for concrete work shall be deemed to be approved by the Architect provided such personnel is not expressly disapproved by the Architect in writing within 14 days from the day of receipt of the copy

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(Cont'd)

documentation of the particulars of the personnel.

- (5) The Contractor shall deploy suitable Technically Competent Persons to carry out and comply with the Quality Supervision and Site Safety Supervision requirements as stipulated in the “Code of Practice for Site Supervision 2005” and “Technical Memorandum for Supervision Plans 2005” issued by the Buildings Department. Technically Competent Persons shall mean the “technically competent person” as defined in the “Technical Memorandum for Supervision Plans 2005”.

SCC22

The Contractor shall properly co-ordinate the execution and interface of the Works and Specialist Works, whether carried out by the Contractor, the sub-contractors, Nominated Sub-contractors, Specialist Sub-contractors, Approved Sub-contractors, Specialist Contractors or utility undertakings, and in particular shall ensure that any building services installation is installed within the space designed to house it without affecting other building services installations, the building structure or architectural work and in such position and sequence that a neat, logical and tidy appearance of all building services installations is achieved with adequate space for future maintenance.

Co-ordination

SCC23

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

“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 jointly or separately 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

Qualified
Tradesmen
and
Intermediate
Tradesmen

Special Conditions of Contract

SCC23 (Cont'd)	<p>(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</p> <p>(d) an electrician or electrical fitter who is a registered electrical worker registered under Section 30 of the Electricity Ordinance (Cap. 406).</p> <p>(2) Further to General Conditions of Contract Clauses 19(1) and 41(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.</p>	
SCC24	(Not used)	
SCC25	(Not used)	
SCC26	General Conditions of Contract Clause 23 is amended by replacing “Maintenance Surveyor” by “Surveyor” in line 5 of sub-clause (3).	Care of the Works
SCC27	(Not used)	
SCC28	(Not used)	
SCC29	<p>(1) Any claim received by the Employer or the Architect 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 of any such claim which is submitted directly to him by a claimant. The Contractor shall keep the Employer and the Architect informed as to the progress made towards settlement.</p> <p>(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 Representative and representative or representatives of the District Lands Office will be present at the</p>	Third party claims in respect of damage on and to agricultural lands

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(Cont'd)

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 89 the sums so paid.

SCC30A (1)

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

Contractor's
Design

(a) adding the following:

“Independent Design Checker” 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 specified in the Contract 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 specified in the Contract.

“Contractor’s Design” means that part or those parts of the design of the permanent works for which the Contractor designs and for which the Contractor has elected or is required in accordance with the tender documents 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 ‘SCC.G’ to these Special Conditions of Contract, issued by the Independent Design Checker certifying that the Contractor’s Design has been independently checked and complies in all respects with the terms and conditions of the Contract.

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(Cont'd)

“Certified Working Drawing” means a drawing prepared by the Designer and endorsed as being checked and approved by the Independent Design Checker.

- (2) Contractor’s Design is classified into the following three categories:
- (a) Contractor’s Design requiring a Designer and an Independent Design Checker;
 - (b) Contractor’s Design requiring a Designer only; and
 - (c) Contractor’s Design with no requirement for any Designer and/or Independent Design Checker.

The extent of Contractor’s Design and the requirement of a Designer and/or an Independent Design Checker (and their respective qualifications, skill and experience) are stated in the Specification Preliminaries of the Contract.

- (3) Further to the General Conditions of Contract Clause 25 :
- (a) The Contractor shall be responsible for the Contractor’s Design including but not limited to the design provided by the Specialist Sub-contractors, Approved Sub-contractors or sub-contractors selected by the Contractor.
 - (b) 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 have 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,

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- (iii) the Contractor's Design conforms to any performance specification or requirement referred to in the Contract, and
- (iv) without prejudice to the generality of General Conditions of Contract Clause 32 in respect of the Works, the provisions of General Conditions of Contract Clause 32 are complied with in respect of the Contractor's Design and the resultant work.

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

- (c) The Contractor shall not be obliged to ensure that the Contractor's Design is fit for the purpose for which it is intended.
- (4) 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 Architect. The Employer's decision shall be conveyed to the Contractor in writing by the Architect 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.
- (5) For Contractor's Design requiring a Designer and an Independent Design Checker:
 - (a) The Designer shall prepare all calculations and drawings relating to the Contractor's Design.
 - (b) Within a reasonable period prior to the commencement of that part of the Works to be constructed in accordance with the Contractor's

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(Cont'd)

- Design, and from time to time as required by the Architect, the Contractor shall submit to the Architect:
- (i) two certified copies of the Contractor's Design,
 - (ii) Check Certificates, and
 - (iii) Certified Working Drawings.
- (c) The Architect shall, within a reasonable period after receipt of the Contractor's submission, 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 Architect.
- (d) Notwithstanding General Conditions of Contract Clause 7, and prior to the commencement of that part of the Works of the Contractor's Design, the Contractor shall supply to the Architect 3 copies of the Certified Working Drawings together with one reproducible print of each drawing and, where specified in the Contract, the soft copy of the drawings prepared in accordance with the CAD standard as specified. 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.
- (e) If at any time it becomes apparent to the Architect that any drawings and/or documents submitted by the Contractor does not comply with the requirements of the Contract in any respect whatsoever, then all amendments deemed necessary by the Architect shall be made therein by the Contractor, and such amended drawings and/or documents 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, and shall reimburse the Employer the cost of any work or design done by the Employer which has been rendered abortive by any such amendments.
- (f) If at any time the Architect has substantial cause for dissatisfaction with the conduct or performance of the Independent Design Checker, he shall notify the Employer accordingly. The Contractor shall, upon receiving written notice

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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.

- (6) For Contractor's Design requiring a Designer only with no requirement for an Independent Design Checker:
- (a) The Designer shall prepare all calculations and drawings relating to the Contractor's Design.
 - (b) 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 Architect, the Contractor shall submit to the Architect the Contractor's Design.
 - (c) The Architect shall, within a reasonable period after receipt of the Contractor's submission, 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 Architect.
 - (d) Notwithstanding General Conditions of Contract Clause 7, and prior to the commencement of that part of the Works of the Contractor's Design, the Contractor shall supply to the Architect 3 copies of the working drawings together with one reproducible print of each drawing and, where specified in the Contract, the soft copy of the drawings prepared in accordance with the CAD standard so specified. 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.
 - (e) If at any time it becomes apparent to the Architect that any drawings and/or documents submitted by the Contractor does not comply with the requirements of the Contract in any respect whatsoever, then all amendments deemed necessary by the Architect shall be made therein by the Contractor, and such amended drawings and/or documents shall be reviewed by the Designer. The Contractor shall bear the full cost of complying with this sub-clause, and shall

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reimburse the Employer the cost of any work or design done by the Employer which has been rendered abortive by any such amendments.

- (7) For Contractor's Design with no requirement for any Designer and/or Independent Design Checker:
- (a) The Contractor shall prepare all calculations and drawings relating to the Contractor's Design.
 - (b) 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 Architect, the Contractor shall submit to the Architect the Contractor's Design.
 - (c) The Architect shall, within a reasonable period after receipt of the Contractor's submission, 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 Architect.
 - (d) Notwithstanding General Conditions of Contract Clause 7, and prior to the commencement of that part of the Works of the Contractor's Design, the Contractor shall supply to the Architect 3 copies of the working drawings together with one reproducible print of each drawing and, where specified in the Contract, the soft copy of the drawings prepared in accordance with the CAD standard so specified. 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.
 - (e) If at any time it becomes apparent to the Architect that any drawings and/or documents submitted by the Contractor does not comply with the requirements of the Contract in any respect whatsoever, then all amendments deemed necessary by the Architect shall be made therein by the Contractor, and such amended drawings and/or documents shall be reviewed by the Contractor. The Contractor shall bear the full cost of complying with this sub-clause, and shall reimburse the Employer the cost of any work or

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design done by the Employer which has been rendered abortive by any such amendments.

- (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 Architect of the proposed amendment,
 - (b) resubmit documents to the Architect in accordance with sub-clause (5)(b), (6)(b) and (7)(b), where applicable, of this Clause, provided that:
 - (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 Contractor, and
 - (iii) the Contractor shall bear the full cost of complying with this sub-clause, and shall reimburse the Employer the cost of any work or design done by the Employer which has been rendered abortive by any such amendments.
- (9) On completion of that part of the work constructed in accordance with the Contractor's Design, the Contractor shall prepare and submit to the Architect the 'as constructed' drawings of such work and shall supply to the Architect two copies and one reproducible print of each of such drawings and, where specified in the Contract, the soft copy of the drawings prepared in accordance with the CAD standard so specified.
- (10) (Not used)
- (11) Variations to the works for the Contractor's Design ordered by the Architect shall be measured and valued at the rates ascertained in accordance with the principles of General Conditions of Contract Clause 64. For the avoidance of doubt, amendments under sub-clause 5(e), 6(e), (7)(e) or (8) of this Clause shall not be variations within the meaning of this sub-clause.
- (12) (a) Except in respect of those intellectual property rights referred to in sub-clause (12)(c) of this Clause, the Contractor hereby undertakes and

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(Cont'd)

warrants to the Employer that the Contractor is the sole legal and beneficial owner of all intellectual property rights subsisting in the Contractor's Design.

- (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 alteration, 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 56, the expression "certificate of completion" shall, for the purpose of this sub-clause, mean the last of such certificates.
- (c) To the extent that the 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 owners shall grant a licence together with an indemnity to the Employer and the subsequent owner or occupiers of the Works upon the same terms mutatis mutandis as those set out in sub-clauses (12)(b) and (12)(f) of this Clause 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.
- (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

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shall bear his all 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 in respect of infringement of intellectual property rights 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 the purposes referred to in sub-clause (12)(b) of this Clause. For avoidance of doubt, the indemnity herein applies where the proceedings concerned are subsequently withdrawn or settled or in the event that the allegations of infringement are subsequently found to be unsubstantiated. The Contractor shall at his own cost grant a like indemnity to the subsequent owners or occupiers of the Works upon request of the Employer.

SCC30B(A) (1) General Conditions of Contract Clause 1(1) is amended by:-

- (a) adding the following:

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

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

"Cost Savings Design" means the design proposal to any part of the Works submitted by the Contractor under this Special Condition of Contract sub-clause (B)(1) and any amplification or amendment thereto and accepted by the Employer with or without amendments.

"Check Certificate of Cost Savings Design" means a certificate, in the form specified in Appendix

Cost Savings
Design
submitted at
contract stage

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(Cont'd)

'SCC.G' to these Special Conditions of Contract, issued by the Independent Design Checker of Cost Savings Design certifying that the Cost Savings Design has been independently checked and complies in all respects with the terms and conditions of the Contract.

"Certified Working Drawing of Cost Savings Design" means a drawing prepared by the Designer of Cost Savings Design and endorsed as being checked and approved by the Independent Design Checker of Cost Savings Design.

- (b) by adding the following at the end of the definition for "Works":

"and the resultant work of the Contractor's Design and the Cost Savings Design".

(B) Designs by the Contractor

- (1) (a) The Contractor may at any time during the continuance of the Works submit to the Architect in writing a Cost Savings Design proposal in respect of a part of the Works with sufficient details and justifications to show:
- (i) the time for completion of the Works or any Section thereof can be reduced, and/or
 - (ii) the future maintenance or operation cost of the Works can be reduced, and/or
 - (iii) the efficiency or value to the Employer of the completed Works can be improved, and/or
 - (iv) the final value of the said part of Works can be reduced by an amount of a lump sum, and/or
 - (v) social benefits such as but not limited to less disturbance to the public.

In any event, the Contractor's liability for the construction of the Works is not prejudiced and the proposal shall be of benefit to the Employer.

- (b) Any proposal shall clearly state that it is submitted for consideration under this sub-clause and shall include (i) an estimate for consideration by the Employer of the amount to which the cost of

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carrying out the Works, as determined in accordance with Clause 64 of the General Conditions of Contract, that may be saved and (ii) a fully priced and detailed Schedule of Rates as referred to in sub-clause (B)(11) of this Clause. In assessing the overall cost savings, the Employer will take into account the additional cost incurred for considering the Contractor's proposal including the Architect and Surveyor's cost. The Cost Savings Design shall be subject to the Architect's confirmation that it is compatible with the provisions of the Specification and the Drawings. 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.

- (c) Subject to acceptance of the Cost Savings Design, (i) the overall cost savings as assessed by the Employer and (ii) any revision (on the basis of the change in value as assessed by the Employer and change in time for completion of the Works or, as the case may be, the relevant Section to which the Cost Savings Design belongs) to the daily rate of liquidated damages and/or minimum liquidated damages for the Works or, as the case may be, the relevant Section to which the Cost Savings Design belongs shall be agreed with the Contractor. Before acceptance of the Cost Savings Design, the Architect shall obtain confirmation from the Employer that the proposal is acceptable to the Employer and confirmation from both the Contractor and the Employer that (i) the overall cost savings and (ii) any revision as aforesaid to the daily rate of liquidated damages and/or minimum liquidated damages arising from the proposal are agreed to by both parties.
- (d) The Employer's decision to accept or reject the Cost Savings Design shall be conveyed to the Contractor in writing by the Architect within a reasonable period, and neither the acceptance nor rejection of such proposal shall vitiate the Contract.
- (e) If the Cost Savings Design is accepted, the agreed overall cost savings in lump sum for the part of the Works shall be equally shared between the Employer and the Contractor. For the avoidance of doubt, the acceptance of the Cost Savings Design shall not entitle the Contractor to claim

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additional costs or extension of time. If the proposal is rejected, the Contractor shall not be entitled to any payment or extension of time arising from his submission to the Architect of the proposal and the Employer shall bear his own cost for considering the proposal submitted by the Contractor under this sub-clause except that the Contractor shall reimburse the Employer for the Architect and the Surveyor's cost in doing the same. The Employer shall be entitled to deduct such cost from any sums due to the Contractor under the Contract and/or to recover such cost as a debt from the Contractor.

- (2) (a) Further to the General Conditions of Contract Clause 25, the Contractor shall be liable for any defect or insufficiency in the Cost Savings 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 Cost Savings Design,
 - (ii) the materials and goods in connection with the Cost Savings Design will be reasonably fit for the purpose for which they are intended and of good quality, and
 - (iii) the Cost Savings Design conforms to any performance specification or requirement referred to in the Contract, and
 - (iv) without prejudice to the generality of General Conditions of Contract Clause 32 in respect of the Works, the provisions of General Conditions of Contract Clause 32 are complied with in respect of the Cost Savings Design and the resultant work.

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 Cost Savings Design or any submission to the Architect for checking and/or approval.

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- (b) The Contractor shall not be obliged to ensure that the Cost Savings Design is fit for the purpose for which it is intended.
 - (c) The Designer of Cost Savings Design shall prepare all calculations and drawings relating to the Cost Savings Design which shall be subject to a Check Certificate of Cost Savings Design.
 - (d) If at any time the Architect has substantial cause for dissatisfaction with the conduct or performance of the Independent Design Checker of Cost Savings Design, 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) Within a reasonable period prior to the commencement of that part of the Works to be constructed in accordance with the Cost Savings Design, and from time to time as required by the Architect, the Contractor shall submit to the Architect :
 - (a) two certified copies of the Cost Savings Design,
 - (b) Check Certificates of Cost Savings Design,
 - (c) Certified Working Drawings of Cost Savings Design, and
 - (d) satisfactory evidence of professional indemnity insurance as referred to in this Special Condition of Contract sub-clause (D)(4).
- (4) The Architect 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 Architect.
- (5) Notwithstanding General Conditions of Contract Clause 7, and prior to the commencement of the part of the Works of the Cost Savings Design, the Contractor shall supply to the Architect 3 copies of the Certified Working Drawings of Cost Savings Design together with one reproducible print of each drawing and where specified in the Contract, the soft copy of the drawings prepared in accordance with

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the CAD standard so specified. 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.

- (6) If at any time it becomes apparent to the Architect 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 Architect shall be made therein by the Contractor, and such amended drawing and/or document shall be reviewed by the Designer of Cost Savings Design and shall be subject to a further Check Certificate of Cost Savings Design. The Contractor shall bear the full cost of complying with this sub-clause, and shall reimburse the Employer the cost of any work or design done by the Employer which has been rendered abortive by any such amendments.
- (7) If at any time it becomes apparent to the Contractor that an amendment to the Cost Savings Design is required for the proper completion of that part of the Works involved in such design, then he shall :
 - (a) immediately advise the Architect of the proposed amendment,
 - (b) resubmit documents to the Architect in accordance with sub-clause (B)(3) of this Clause, provided that :
 - (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, and shall reimburse the Employer the cost of any work or design done by the Employer which has been rendered abortive by any such amendments.
- (8) On completion of the work constructed in accordance with the Cost Savings Design, the Contractor shall prepare and submit to the Architect the 'as constructed' drawings of such work and shall supply to the Architect two copies and one reproducible print of each of such drawings and where specified in the Contract, the soft

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(Cont'd)

copy of the drawings prepared in accordance with the CAD standard so specified.

- (9) Notwithstanding General Conditions of Contract Clause 62, the work to be constructed in accordance with the Cost Savings 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 Cost Savings Design,
 - (b) the cost and fees for obtaining the Check Certificates of Cost Savings Design,
 - (c) the cost of providing the Architect with all calculations, documents (including maintenance manuals), and drawings in connection with the Cost Savings Design,
 - (d) the full value of the work (including without limitation, spare parts) constructed in accordance with the Cost Savings Design and all the risks, liabilities and obligations of the Contractor under the Contract, and
 - (e) the cost of all samples and testing thereof and testing of the work constructed in accordance with the Cost Savings Design.
- (10) (Not used)
- (11) Variations to the works for the Cost Savings Design ordered by the Architect shall be measured and valued at the rates ascertained in accordance with the principles of General Conditions of Contract Clause 64. For the avoidance of doubt, amendments under sub-clause (B)(6) of this Clause shall not be considered as variations within the meaning of this sub-clause.
- (12) (a) Except in respect of those intellectual property rights referred to in sub-clause (B)(12)(c) of this Clause, the Contractor hereby undertakes and warrants to the Employer that the Contractor is the sole legal and beneficial owner of all intellectual property rights subsisting in the Cost Savings Design.
- (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

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(Cont'd)

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 Cost Savings Design in connection with the execution of the Works and/or the subsequent alteration, 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 56, 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 Cost Savings 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)(12)(b) and (B)(12)(f) of this Clause 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.
- (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 his 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 in respect of infringement of intellectual property rights arising from the use of the Cost Savings Design (irrespective of whether the intellectual property rights therein are owned by the Contractor or other parties) by the Employer for purposes

SCC30B
(Cont'd)

referred to in sub-clause (B)(12)(b) of this Clause. For avoidance of doubt, the indemnity herein applies where the proceedings concerned are subsequently withdrawn or settled or in the event that the allegations of infringement are subsequently found to be unsubstantiated. 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.

(C) The following amendments to the General Conditions of Contract shall be made:-

- (a) Clause 51(1)
add “or such revised time for completion agreed under Special Conditions of Contract Clause SCC30B, sub-clause (B).” to the end of the sub-clause.
- (b) Clause 54(1)
replace “too slow to ensure completion by the time or extended time for completion,” by “too slow to ensure completion by the time for completion prescribed by Clause 51 or extended or revised time for completion prescribed by Clause 53 and Special Conditions of Contract Clause SCC30(B), sub-clause (B) as the case may be.”.
- (c) Clause 55(1)
add “or such revised time as may be agreed in accordance with Special Conditions of Contract Clause SCC30B, sub-clause (B)” immediately after “Clause 53” at the second line of this sub-clause.

(D) (1) Without limiting its obligations under the Contract, the Contractor shall maintain, with well established underwriters of repute, professional indemnity insurance in an amount not less than that as notified by the Employer to the Contractor in respect of the Cost Savings Design to be carried out by or on behalf of the Contractor, for any one occurrence or series of occurrences arising out of any one event from the date as notified by the Employer to the Contractor until 6 years after the date of the certificate of completion of the Works or, where more than one such certificate has been or is to be issued, the date of the last such certificate of completion issued pursuant to General Conditions of Contract Clause 56 provided always that such insurance is available at reasonable commercial rates. The professional indemnity insurance shall be effected with an insurer or insurers and in terms approved in writing

SCC30B
(Cont'd)

- by the Employer, such approval not to be unreasonably withheld. The Contractor shall immediately inform the Employer if such insurance ceases to be available at reasonable commercial rates or otherwise is not maintained in accordance with this Special Condition of Contract sub-clause (D) or for any reason becomes void or unenforceable.
- (2) The Contractor shall procure that its Designer of Cost Savings Design and Independent Design Checker of Cost Savings Design appointed or engaged by the Contractor in connection with the design or checking of the Cost Savings Design, effect and maintain professional indemnity insurance in respect of any breach of their respective obligations in relation thereto in an amount not less than that as notified by the Employer to the Contractor for a period from the respective date of commencement of appointment or engagement of the Designer of Cost Savings Design and Independent Design Checker of Cost Savings Design until 6 years after the date of the certificate of completion of the Works or, where more than one such certificate has been or is to be issued, the date of the last such certificate of completion issued pursuant to General Conditions of Contract Clause 56. The professional indemnity insurance shall be effected with a reputable insurer. The Contractor shall immediately inform the Employer if such insurance ceases to be available or otherwise is not maintained in accordance with this Special Condition of Contract sub-clause (D) or for any reason becomes void or unenforceable.
- (3) In the event that the insurance cover required by this Special Condition of Contract sub-clause (D)(1) and/or (2) ceases to be available at reasonable commercial rates, the Contractor shall effect and maintain and, as the case may be, procure the Designer of Cost Savings Design and Independent Design Checker of Cost Savings Design to effect and maintain, professional indemnity insurance at the maximum level of cover which is available at reasonable commercial rates, provided that the Contractor has obtained the prior agreement in writing of the Employer to such reduced level of insurance cover.
- (4) If the Contractor shall fail upon request to produce to the Employer satisfactory evidence that there is in force professional indemnity insurance required by this Special Condition of Contract sub-clause (D)(1) and/or (2) or as may have been agreed in accordance with this

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Special Condition of Contract sub-clause (D)(3), the Employer may effect and keep in force any such insurance and pay such premium(s) as may be necessary for that purpose. The Employer shall be entitled to deduct such premium, together with expenses incurred, from any sums due to the Contractor under the Contract and/or to recover such amount as a debt from the Contractor.

(5) (Not used)

SCC30C (Not used)

SCC31 (Not used)

SCC32	(1)	"Public Cleaning Areas" means those public areas of the Site where no work is to be carried out other than cleaning by the Contractor in a Works Order and which have to be maintained open to the general public throughout the progress of the Works in such Works Order, the extent of which is specified in the Particular Specification for Daily Cleaning and Weekly Tidying Clause No. [1](a) "Site Cleanliness and Tidiness – Daily Cleaning and Weekly Tidying". For the avoidance of doubt, the Site of such Works Order includes Public Cleaning Areas.	Public Cleaning Areas
	(2)	"Daily Cleaning " means daily cleaning and tidying up of the Site forming part of a Works Order in accordance with Particular Specification for Daily Cleaning and Weekly Tidying Clause No. [1](c) "Daily Cleaning".	Daily Cleaning
	(3)	"Weekly Tidying" means weekly overall cleaning and tidying up of the Site forming part of a Works Order in accordance with Particular Specification for Daily Cleaning and Weekly Tidying Clause No. [1](d) "Weekly Tidying".	Weekly Tidying
	(4)	"Cleaning Day" means a day on which "Daily Cleaning" is to be carried out.	Cleaning Day
	(5)	"Cleaning Week Day" means a day on which "Weekly Tidying" is to be carried out.	Cleaning Week Day

SCC32
(Cont'd)

- (6) From the date for commencement stated in the Works Order to the date for completion of a Works Order, the Contractor shall, unless otherwise instructed by the Architect (except on a General Holiday), carry out either Daily Cleaning or Weekly Tidying. The time for commencing Weekly Tidying and the day of every week for the Cleaning Week Day shall be agreed with the Architect's Representative within seven days after the date for commencement stated in the Works Order. If a day on which the Weekly Tidying falls on a General Holiday, then it shall be carried out on the day following which is not a General Holiday.
- (7) The Architect has absolute discretion to instruct the Contractor to cease or suspend all or part of the Daily Cleaning and/or Weekly Tidying of the Site for a Works Order at any time during the progress of the Works in such Works Order. Such instruction shall not constitute a variation under Clause 63 of the General Conditions of Contract and the Contractor shall not be entitled to be reimbursed of any expenses arising out of or in relation to the instruction.
- (8) The Architect's Representative has the power to instruct the Contractor to clean and tidy up the areas around the Site of a Works Order if to the judgment of the Architect's Representative, the rubbish and debris are likely connected with the Works or disposed of by the persons working on the Site, and the Contractor shall not be entitled to claim for any additional cost due to such cleaning and tidying up work performed outside the Site boundary of such Works Order.
- (9) The Contractor's cleaning and tidying work shall only be entitled to be measured for payment as either "Daily Cleaning" or "Weekly Tidying" for each day, but not more of either, when carried out on any one Cleaning Day or Cleaning Week Day. For the avoidance of doubt, measurement for the items for "Daily Cleaning" and "Weekly Tidying" for each Works Order shall be made for the Public Cleaning Areas of such Works Order. Daily Cleaning and Weekly Tidying for the areas of the Site other than the Public Cleaning Areas for a Works Order shall be deemed to be included in the rates of other items of work for such Works Order and shall not be measured for payment. It shall be a condition precedent that the Daily Cleaning and Weekly Tidying of the Site including areas other than the Public Cleaning Areas in a Works Order are performed to the satisfaction of the Architect's Representative before the

Site
Cleanliness
and Tidiness

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SCC32 (Cont'd)	Contractor is entitled to payment for the respective item for "Daily Cleaning" and "Weekly Tidying" under such Works Order. (10) The Contractor shall not be entitled to any payment for Daily Cleaning or Weekly Tidying carried out if in the opinion of the Architect, such work has not been satisfactorily performed on the relevant working day.	
SCC33	(Not used)	
SCC34	Add the following sub-clauses to General Conditions of Contract Clause 44 :- (8) Where any concreting work has been carried out by the Contractor during the Night or on any General Holiday, all costs and expenses relating to any tests ordered by the Architect on the quality of materials and workmanship on such concreting work shall, notwithstanding the above sub-clauses, be borne by the Contractor irrespective of the result of such tests. (9) Nothing in sub-clause (8) shall exonerate the Contractor from his obligations and responsibilities under Clause 32. (10) Sub-clause (8) is without prejudice to any other rights or remedies available to the Employer under the Contract or otherwise. (11) In this Clause "Night" means the period between the hours of 7 p.m. and 7 a.m..	Concreting works at Night or on General Holidays
SCC35	(Not used)	
SCC36	(1) Notwithstanding General Conditions of Contract Clause 44, the phrase "or alternative products or materials having equivalent functions or performance" is deemed to be included wherever products or materials are specified by proprietary brand names in the Contract. The tendered rates are deemed to include for the provision of the specified proprietary brand of products or materials but alternative products or materials of different brands or manufacture having equivalent functions or performance may be submitted for the consideration of the Architect. The Contractor	Alternative product or material

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SCC36
(Cont'd) shall submit full details to the Architect of any proposed alternative products or materials together with supporting information on the price of the alternative products or materials and of the specified proprietary brand of products or materials.

(2) In the event that the proposed alternative product or material is approved by the Architect and where the approved alternative product or material is lower in price than the specified product or material, the Surveyor shall reduce the appropriate Contract Rate by the net difference in price between the specified product or material and the approved alternative product or material. The Contract Rate, however, shall not be adjusted where the approved alternative product or material is higher in price than the specified product or material.

(3) For the avoidance of doubt, where acceptable alternative products or materials are given in the Specification, the Contractor is free to choose any such specified acceptable alternative products or materials instead of the specified brand name products or materials and there shall be no adjustment (plus or minus) to the Contract Rate if specified acceptable alternative products or materials are chosen.

SCC37 (Not used)

SCC38 General Conditions of Contract Clause 48 is amended by replacing “Maintenance Surveyor” by “Surveyor” in line 5 of sub-clause (3)(a), line 6 of sub-clause (3)(b), lines 2 and 3 of the second paragraph of sub-clause (3) and line 4 of sub-clause (4).

Power to accept unremedied defects

SCC39 (Not used)

SCC40 (Not used)

SCC41 (Not used)

SCC42	<p>(1) For the purpose of this Clause except when the context otherwise requires,</p> <p>“Authority” means the Authority referred to in the Ordinance.</p> <p>“Economic Cost” means the economic costs referred to in Schedule 3 of the Ordinance.</p> <p>“Emergency Excavation” has the same meaning as “emergency excavation” defined in the Ordinance.</p> <p>“Emergency Excavation Permit” means any emergency excavation permit issued by the Authority in respect of any Works under the Ordinance, including any amendment of the excavation permit.</p> <p>“Excavation Permit” means any excavation permit issued by the Authority in respect of any Works under the Ordinance, including any extension and amendment of the excavation permit.</p> <p>“Nominated Permittee” has the same meaning as “nominated permittee” defined in the Ordinance.</p> <p>“Ordinance” means the Land (Miscellaneous Provisions) Ordinance, Cap. 28.</p> <p>“Permittee” has the same meaning as “permittee” defined in the Ordinance.</p> <p>“Street Maintained by the Highways Department” has the same meaning as “street maintained by the Highways Department” defined in the Ordinance.</p>	Permit for excavation works under Land (Miscellaneous Provisions) Ordinance, Cap. 28
	<p>(2)(a) Where excavation in Street Maintained by the Highways Department that requires Excavation Permit or Emergency Excavation Permit under the Ordinance is required :</p>	

SCC42
(Cont'd)

- (i) for execution of any part of the Works, or
- (ii) for carrying out any work of repair or rectification or for making good any defect, imperfection, shrinkage, settlement or other fault identified within the Maintenance Period and the necessity for such work is, in the Architect's opinion, due to the use of materials or workmanship not in accordance with the Contract or due to neglect or failure on the part of the Contractor to comply with any obligation expressed or implied on the Contractor's part under the Contract as specified in the General Conditions of Contract Clause 59(3),

the Employer shall be the Permittee and the Contractor shall be nominated by the Employer as the Nominated Permittee of the Excavation Permit or the Emergency Excavation Permit. The Contractor shall not withhold his consent to the nomination or agreement to comply with the conditions in the Excavation Permit or the Emergency Excavation Permit or, in the case where such consent and agreement have been given, shall not withdraw his consent to the nomination or agreement to comply with the conditions in the Excavation Permit or the Emergency Excavation Permit. The Contractor shall take all necessary actions to comply with the conditions stipulated in the Excavation Permit or the Emergency Excavation Permit including those conditions applicable to the Permittee and shall use his best endeavours to assist the Employer and his agents, employees or workers to comply with the same.

- (b) Where excavation in land other than Street Maintained by the Highways Department that requires Excavation Permit under the Ordinance is required for execution of any part of the Works, the Contractor shall apply to the Authority, with assistance from the Employer if necessary, for an Excavation Permit or for an exemption under section 10B of the Ordinance for execution of emergency works, as the case may be, for such works and, where an Excavation Permit has been applied for, shall be the Permittee. The Contractor

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(Cont'd)

shall also be responsible to apply for renewal of such Excavation Permit or, as the case may be, exemption until the expiry of the Contract Period.

(3) General Conditions of Contract Clause 87(1) is amended by adding “or” at the end of item (g) and adding the following after item (g):

(h) has unreasonably withheld or withdrawn his consent to be the Nominated Permittee of any Excavation Permit or any Emergency Excavation Permit and his agreement to comply with the conditions in the Excavation Permit or the Emergency Excavation Permit for excavation in connection with the Works, or

(i) has failed to obtain the approval to be a Nominated Permittee from or has his approval withdrawn by the Authority in relation to any Excavation Permit or any Emergency Excavation Permit for excavation in connection with the Works,

(3A) Notwithstanding sub-clause (3) of this Clause, if the Contractor shall have unreasonably withheld or withdrawn his consent to be the Nominated Permittee of any Excavation Permit or any Emergency Excavation Permit and his agreement to comply with the conditions in the Excavation Permit or the Emergency Excavation Permit for excavation in connection with the relevant part of the Works, or if the Contractor shall have failed to obtain the approval to be a Nominated Permittee from or have his approval withdrawn by the Authority in relation to any Excavation Permit or any Emergency Excavation Permit for excavation in connection with the relevant part of the Works, the Architect may give the Contractor 14 days' notice to rectify such situation. If the Contractor fails to comply with such notice, the Employer may but shall not be obliged to carry out such works by its own workers or to nominate other contractors to be the Nominated Permittee and shall have such works carried out by those other contractors. Without prejudice to any other remedy, all additional expenditure properly incurred by the Employer in having such works carried out shall be recoverable by the Employer from the Contractor.

SCC 42
(Cont'd)

- (4) In relation to any Excavation Permit or any Emergency Excavation Permit referred to in sub-clause 2(a) of this Clause or any extension in respect thereof,
- (a) the Employer shall pay all prescribed fees under the Ordinance but the Contractor shall pay all prescribed fees for the Excavation Permit or Emergency Excavation Permit referred to in sub-clause (2)(a)(ii) of this Clause; and
 - (b) the Architect shall notify the Contractor on or before the commencement of the Works whether an Excavation Permit or an Emergency Excavation Permit in connection with the Works has been obtained or has been applied for by the Employer. If an Excavation Permit or an Emergency Excavation Permit has been obtained or has been applied for, the Employer shall within a reasonable time notify the Contractor of any Excavation Permit or any Emergency Excavation Permit held by him in connection with the Works after such permit is granted to him.
 - (c) If no Excavation Permit has been obtained or applied for but the Contractor considers that the Works or any part thereof to be carried out requires an Excavation Permit or, as the case may be, an Emergency Excavation Permit, the Contractor shall notify the Architect immediately and request the Employer to apply for it. The Architect shall notify the Contractor when an Excavation Permit or an Emergency Excavation Permit has been obtained. If during the course of the Works or during the continuance of the Contract a revision to an Excavation Permit has become necessary, the Contractor shall notify the Architect immediately; and

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(Cont'd)

- (d) the Contractor shall, pursuant to section 10I of the Ordinance, before the commencement of any part of the Works covered by the Excavation Permit or, in the case of the Emergency Excavation Permit, when required by the Architect in writing, send to the Authority a notice in writing using the prescribed form enclosed in Appendix 'SCC.H' to these Special Conditions of Contract or, if so required by the Architect, using such other form as may be required by the Architect, giving his consent to be the Nominated Permittee of the Excavation Permit or, as the case may be, the Emergency Excavation Permit and agreement to comply with the conditions in the Excavation Permit or, as the case may be, the Emergency Excavation Permit; and
- (e) the Contractor shall advise the Architect promptly the need for an extension to an Excavation Permit or the need for an Excavation Permit for emergency excavation that has to be maintained for more than 7 days pursuant to section 10D of the Ordinance and request the Employer to apply for such extension or such Excavation Permit for the satisfactory completion of the Works; and
- (f) the Contractor shall render all necessary assistance to the Employer in the process of any application for an Excavation Permit or any extension in respect thereof, including supply of all necessary information to the Architect; and
- (g) the Employer shall not be liable in any way for failing to submit any application for an Excavation Permit and any extension in respect thereof or for an Emergency Excavation Permit unless the Contractor shall have complied with his obligation under sub-clauses (4)(c), (d), (e) and (f) of this Clause and shall have allowed the Employer sufficient time to prepare the application; and

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(Cont'd)

- (h) the Employer shall be entitled to recover from the Contractor any fees including Economic Cost paid by the Employer for an extension in respect of a permit referred to in sections 10A(3) and 10D(4) of the Ordinance and may but shall not be bound to deduct the amount either in whole or in part in accordance with the provisions of Clause 89 of the General Conditions of Contract.

Provided that the Employer shall return any refund from the Authority of any fees including Economic Cost so recovered or deducted. The Contractor shall provide all necessary assistance or information to the Employer to assist him in applying to the Authority for any review under the Ordinance for the purpose of refund of fees including Economic Cost.

Provided that on application of the Contractor, the Architect is of the opinion that the need for such extension is partly or wholly caused by:

- (i) the progress of the Works being materially affected by variation orders issued under Clause 63 of the General Conditions of Contract: or
- (ii) an instruction issued under Clause 5 of the General Conditions of Contract; or
- (iii) a disturbance for which the Employer, the Architect or a person or company, not being a utility undertaking, engaged by the Employer in supplying materials or in executing work directly connected with but not forming part of the Works is responsible,

the Architect shall determine a fair share of the fees including Economic Cost on the part of the Employer who shall return such share to the Contractor.

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(Cont'd)

For the avoidance of doubt, the opening up for inspection in accordance with General Conditions of Contract Clause 47 of any work covered up or put out of view after compliance with the requirements of General Conditions of Contract Clause 46, or the testing of materials or workmanship not required by the Contract but directed by the Architect or the Architect's Representative in accordance with General Conditions of Contract Clause 44(1) shall not be regarded as disturbance within the meaning of paragraph (iii) in the last proviso to this sub-clause (4)(g) unless the inspection or test not required by the Contract showed that the work, materials or workmanship were in accordance with the Contract.

- (5) In relation to any Excavation Permit under sub-clause (2)(b) of this Clause or any extension in respect thereof, the Contractor shall pay all prescribed fees under the Ordinance.

- (5A) In relation to any Excavation Permit or any Emergency Excavation Permit under sub-clause (2)(a) or (2)(b) of this Clause and without prejudice to Clause 32 of the General Conditions of Contract, the Contractor shall conform in all respects with the conditions stipulated in any Excavation Permit or any Emergency Excavation Permit to the extent that such conditions are to be observed by the Contractor under the Ordinance or under the Contract and shall indemnify and keep indemnified the Employer, his agents, employees and workers against all penalties or liabilities of every kind for breach of any such conditions stipulated in any Excavation Permit or any Emergency Excavation Permit applicable to any Works, whether such conditions are stipulated in the Excavation Permit or the Emergency Excavation Permit to be observed by the Permittee, the Nominated Permittee or both the Permittee and the Nominated Permittee if and to the extent that such breach is attributable to the act, default or neglect of the Contractor, his agents, employees or workers, his sub-contractors at all tiers, or the agents, employees or workers of his sub-contractors at all tiers.

- SCC 42
(Cont'd)
- (6) The Contractor shall continue to be responsible for liaising with utility undertakings and other relevant parties identified in the Contract in connection with the execution of the Works, including without limitation coordinating and agreeing a programme with the relevant utility undertakings or other parties where such is applicable.
- (7) It is incumbent upon the Contractor to plan and programme his Works to cater for any restrictions imposed by the Authority.
- (8) The Contractor shall allow for in his plan and programme his obligation to comply with this Clause (including without limitation sub-clauses (2)(a) and (b) and sub-clauses (4)(c), (d), (e) and (f) of this Clause) and the time that may be taken by the Authority to process the application for an Excavation Permit and any extension in respect thereof or for an Emergency Excavation Permit.
- (9) Notwithstanding General Conditions of Contract Clause 50, Contractor's access to and/or occupation of and the actual area for the Portion of the Site for carrying out any part of the Works requiring excavation shall be subject to the Employer or the Contractor having obtained the Excavation Permit or the Emergency Excavation Permit as required under sub-clause (2)(a) or (2)(b) of this Clause as appropriate. For the avoidance of doubt, there shall be no failure on the Employer's part to give access to and/or occupation of the relevant Portion of the Site if the carrying of such works is hindered by the delay or failure of the Contractor in complying with any of his obligations under this Clause including but not limiting to his obligations under sub-clauses (2)(a), (b), (4)(c), (d), (e) and (f) of this Clause and in no circumstances shall this give rise to any entitlement of the Contractor to claim for additional cost whether or not under any provision of the Contract or extension of time pursuant to General Conditions of Contract Clause 53(1)(b).

SCC43 (Not used)

SCC44A (Not used)

Special Conditions of Contract

SCC44B	(Not used)	
SCC45	General Conditions of Contract Clause 55 is amended by replacing “Maintenance Surveyor” by “Surveyor” in line 6 and 7 of sub-clause (2).	Liquidated damages for delay
SCC46	(Not used)	
SCC47	<p>(1) General Conditions of Contract Clause 1(1) is amended by adding the following:</p> <p>“Establishment Works” means the regular inspections, cultivation and other operations specified to be performed during the period stated in the Works Order for such inspections, cultivations and other operations.</p> <p>“Landscape Hardworks” means paving, tree grilles, tree guards and tree rings and any other items identified as such in the Drawings.</p> <p>“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.</p> <p>“Landscape Works” means Landscape Softworks, Landscape Hardworks and Establishment Works.</p>	Landscape Softworks and Establishment Works (Definitions)
	<p>(2) Notwithstanding the provisions of General Conditions of Contract Clause 56(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.</p>	Completion of Landscape Softworks and Establishment Works
	<p>(3) As soon as in the opinion of the Architect the Landscape Softworks shall have been completed, the Architect shall, notwithstanding the provisions of General Conditions of Contract Clause 49, notify the Contractor in writing of the date for commencement of the Establishment Works which shall be undertaken, notwithstanding the provision of General Conditions of Contract Clause 51, for the duration stated in the Works Order. Such date for commencement shall be the day immediately following the date of completion of the Landscape Softworks.</p>	Commencement of Establishment Works

Special Conditions of Contract

SCC48	General Conditions of Contract Clause 62 is amended by: replacing “Maintenance Surveyor” by “Surveyor” in line 4 and 5.	Measurement of Works
SCC49	<p>(1) “Safety Plan” means the Safety Plan referred to in sub-clause (4) of this Special Conditions 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.</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 Representative to discuss the draft Safety Plan. Where the Architect 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 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.</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.</p> <p>(7) If the Architect is of the opinion that the Safety Plan does not meet the requirements of the Contract, the</p>	Safety Plan

Special Conditions of Contract

SCC49
(Cont'd)

Architect 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 to periodically verify that the Safety Plan is being properly and fully implemented. If the Architect 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 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 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 57(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 Section 26 "Site Safety" of the Schedule of Rates provided that the Contractor shall have complied to the extent Specified for each item.

SCC50 (Not used)

SCC51 General Conditions of Contract Clause 63(2) is amended by adding the following:

Ordering variations

- (2A) The Architect may order a variation to any part of the outstanding work referred to in Clause 56 during the Maintenance Period if such a variation shall in the opinion of the Architect be desirable for or to achieve the satisfactory completion and functioning of the Works

SCC52 (Not used)

Special Conditions of Contract

SCC53	General Conditions of Contract Clause 64 is amended by: (1) replacing “Maintenance Surveyor” by “Surveyor” in line 5 of sub-clause (1) and lines 1 and 2 of sub-clause (2).	Valuing Variations
SCC54	General Conditions of Contract Clause 66 is amended by replacing “Maintenance Surveyor” by “Surveyor” in lines 1 and 2 and line 1 of the last sentence.	Disturbance to the progress of the Works
SCC55	(1) Clause 80A of the General Conditions of Contract is deleted and Clause 80B is applicable. (2) General Conditions of Contract Clause 80B is amended by: Replacing “Maintenance Surveyor” by “Surveyor” in line 1 of sub-clause (2) and line 1 of sub-clause (4) (3) Replacing sub-clause (3) by the following : (3) In the event of failure to submit the 3 full sets of as-built drawings within 90 days of the date of certificate of completion of each Works Order or the dimension book(s) for full and final measurement of the works in accordance with Clause 79B, the Contractor shall repay immediately either by way of direct payment to the Employer or by way of deduction from any monies due to him from the Employer under this or any other contract the amount paid as interim payments on that Works Order as set out in the Appendix to the Form of Tender. The amount will be repaid upon the submission of dimension book(s) and 3 full sets of as-built drawings by the Contractor.	Interim payment
SCC56	(Not used)	
SCC57	General Conditions of Contract Clause 75 is deleted and replaced by the following: “75(1) In respect of any item or items of Constructional Plant brought onto the Site, the Contractor shall upon written request by the Architect (which may be issued by the Architect from time to time or at any time during the continuance of the Works) produce to the Architect proof of ownership of such item or items of Constructional Plant to the satisfaction of the Architect or, where any item of Constructional Plant is not solely owned by the Contractor, a written	Hire and hire-purchase Constructional Plant

SCC57
(Cont'd)

undertaking, in a form approved by the Employer, from the owner of the relevant item of Constructional Plant to the Employer that:

- (a) the owner of the Constructional Plant will consent to the assignment by the Contractor to the Employer of the benefit of any hiring or hire-purchase or other agreement made with the Contractor in respect of the relevant Constructional Plant in the event of either the determination of the Contractor's employment or termination of the Contract by the Employer in accordance with the provisions of the Contract or the abandonment of the Contract by the Contractor before completion of the Works; and
- (b) subject to any assignment under paragraph (a) of this sub-clause, the owner of the Constructional Plant will permit the Employer, or any other contractor employed by the Employer, to use the relevant Constructional Plant for the purpose of completion of the Works.

The Architect may make as many separate written requests as he thinks fit during the continuance of the Works.

- (2) In the event that the Architect shall certify in writing to the Employer that the Contractor has failed to comply with any written request referred to in sub-clause (1) of this Clause within 28 days of the date of issue of the written request and without prejudice to any other rights or remedies available to the Employer, the Employer may, subject to the proviso to this sub-clause, withhold a sum equal to the sum certified for payment by the Surveyor in accordance with Clause 80B from each interim payment otherwise due to the Contractor in accordance with the Contract until such time as such failure to comply with the relevant written request is rectified to the satisfaction of the Architect or until the item or, as the case may be, all the items of Constructional Plant specified in the relevant written request shall be removed from the Site by the Contractor in accordance with the provisions of the Contract, whichever is the earlier and upon such time the total sum withheld by the Employer shall be returned to the Contractor without interest in the next interim payment. Provided that the total sum withheld by the Employer on the ground of failure to comply

SCC57
(Cont'd)

with any written request referred to in sub-clause (1) of this Clause shall not exceed an amount equal to the market value or as the case may be the total market value of the relevant item or items of Constructional Plant as determined by the Surveyor and notified in writing by the Surveyor to the Employer and the Contractor.”

- (3) The application of sub-clauses (1) and (2) of this Clause is limited to items of Constructional Plant which, in the Architect’s opinion, are essential to the completion of the Works and are difficult to replace in the event of determination of the Contractor’s employment under Clause 87.

SCC58

Add the following sub-clause to General Conditions of Contract Clause 92:

Place of
arbitration
and
permissible
disclosure of
information

“(5) (c) Article 26 of the Arbitration Rules shall be deleted and replaced by:

‘26.1 The arbitration proceedings are private and confidential between the parties and the arbitrator. No information relating to the arbitration shall be disclosed by any person without the written consent of each and every party to the arbitration. Disclosures are permissible where disclosures –

- (a) are necessary for implementation or enforcement;
- (b) are required by the parties’ auditors or for some other legitimate business reason;
- (c) are required by any order of the courts of Hong Kong or other judicial tribunal;
- (d) which are necessary for the making of claims against any third party or to defend a claim brought by any third party.

26.2 Notwithstanding Article 26.1 and subject to the following provisions, the party comprising the Government of the Hong Kong Special Administrative Region (the Government party) may disclose the outline of any dispute with the other party and the outcome of the arbitration to the Public Accounts Committee of the Legislative Council upon its request. Before disclosures are made to the said

Special Conditions of Contract

SCC58 (Cont'd)		Committee, the Government party shall inform the other party. Disclosures shall not be made to the said Committee before expiry of the first 6 months from the date of the outcome of the arbitration without the written consent of the other party but such consent shall not be unreasonably withheld. The other party shall be deemed to have given his consent to disclosures on the expiry of the first 6 months from the date of the outcome of the arbitration. The other party may, if he considers necessary to protect the sensitive nature of certain information relating to him, request the Government party to disclose such specified information to the said Committee strictly on a confidential basis. If the Government party considers that there are legitimate grounds to accede to the other party's request, the Government party shall convey the request to the said Committee for its consideration.' ”	
SCC59	(Not used)		
SCC60	General Conditions of Contract Clause 87 is amended by replacing “Maintenance Surveyor” by “Surveyor” in lines 3 and 4 of sub-clause (4)(a), line 1 of sub-clause (4)(b), lines 1, 2, 3 and 6 of sub-clause (4)(c), and lines 1, 5 and 6 of sub-clause (5).		Interim certification after determination
SCC61A	(Not used)		
SCC 61B	(1)	For the purposes of this Clause only prices contained in the Schedule of Rates as amended by the Contract Percentages shall be deemed to have been based upon the rates of wages and upon the stated prices of materials contained in :	Fluctuation in Wage Rates and Cost of Materials
		(a) the Average Daily Wages of Workers Engaged in Public Sector Construction Projects (hereinafter called “Average Daily Wages”), and	
		(b) the Average Wholesale Prices of Selected Building Materials (hereinafter called “Materials Prices”),	

SCC61B
(Cont'd)

published by the Census and Statistics Department of the Government of the Hong Kong Special Administrative Region for such trades as may be applicable to the works for the month stated in the Appendix to the Form of Tender.

- (2) The following list of percentages of the various trades contained in the Schedule of Rates shall be deemed to be the respective labour and material contents of these trades for the purposes of this Clause and shall remain the same for the duration of the Contract, irrespective of any fluctuation in the Average Daily Wages or the Materials Prices at the end of the first year :-

<u>Trade Code</u>	<u>Trade</u>	<u>Labour Content</u>	<u>Material Content</u>
01.	Excavation	75%	10%
02.	Concrete Work	35%	50%
03.	Brickwork and Blockwork	35%	50%
04.	Masonry	65%	20%
05.	Roofing	35%	50%
06.	Tanking	40%	45%
07.	Scaffolding and Staging	70%	15%
08.	Carpentry and Joinery	40%	45%
09.	Ironmongery	20%	65%
10.	Steel and Metal Work	10%	75%
11.	Plasterwork and other Floor, Wall and Ceiling Finishes	35%	50%
12.	Roadwork	35%	50%
13.	Plumbing	35%	50%
14.	Glazing	25%	60%
15.	Painting	45%	40%
16.	Drainage and Cable Duct	30%	55%
17.	Labour	85%	-
18.	Plant Hire and Services	20%	65%
19.	Conveyance	85%	-
20.	Carpeting	20%	65%
21.	Sunblinds, Curtains and Awnings	20%	65%
22.	Demountable Partition, Drywall and Cubicle System	35%	50%
23.	Demolition	85%	-
24.	Recreation Ground Surfaces and Protective Padding	20%	65%
25.	Geotechnical Works	35%	50%
26.	Site Safety	-	-
27.	Electrical Work	30%	55%
28.	Electrical Work	30%	55%
29.	Electrical Work	30%	55%
30.	Electrical Work	30%	55%
51.	Site Cleanliness and Tidiness	-	-

Special Conditions of Contract

SCC 61B (Cont'd)	52.	Trip Ticket System Management	-	-
	53.	Preservation of Old and Valuable Trees	-	-
	54.	Treatment Services on Red Imported Fire Ants	-	-

- (3) For the purposes of applying the Average Daily Wages, the various labour occupations for each trade section shall be as follows :-

<u>Trade Code</u>	<u>Trade</u>
01.	Excavation as General workers
02.	Concrete Work as Concretor
03.	Brickwork and Blockwork as Bricklayer
04.	Masonry as Mason
05.	Roofing as Plasterer
06.	Tanking as Carpenter (formwork)
07.	Scaffolding and Staging as Bamboo scaffolder
08.	Carpentry and Joinery as Joiner
09.	Ironmongery as Joiner
10.	Steel and Metal Work as Metal worker
11.	Plasterwork and other Floor, Wall and Ceiling Finishes as Plasterer
12.	Roadwork as Asphalter (Road Construction)
13.	Plumbing as Plumber
14.	Glazing as Glazier
15.	Painting as Painter and decorator
16.	Drainage and Cable Duct as Drainlayer
17.	Labour as General workers
18.	Plant Hire and Services as Construction plant mechanic
19.	Conveyance as Plant and equipment operator (load shifting)
20.	Carpeting as Plasterer
21.	Sunblinds, Curtains and Awnings as Joiner
22.	Demountable Partition, Drywall and Cubicle System as Joiner
23.	Demolition as Plant and equipment operator (load shifting)
24.	Recreation Ground Surfaces and Protective Padding as Joiner
25.	Geotechnical Works as Plant and equipment operator
26.	Site Safety (Not applicable)
27.	Electrical Work as Electrical fitter (incl. electrician)
28.	Electrical Work as Electrical fitter (incl. electrician)
29.	Electrical Work as Electrical fitter (incl. electrician)
30.	Electrical Work as Electrical fitter (incl. electrician)
51.	Site Cleanliness and Tidiness (Not applicable)
52.	Trip Ticket System Management (Not applicable)
53.	Preservation of Old and Valuable Trees (Not applicable)
54.	Treatment Services on Red Imported Fire Ants (Not applicable)

- (4) For the purposes of applying the Materials Prices, the list of materials shall be as follows :-

SCC 61B
(Cont'd)

<u>Item</u>	<u>Material</u>
1.	Aggregates
2.	Bitumen
3.	Concrete blocks, 100mm thick
4a.	Diesel fuel, for industrial use (light)
4b.	Diesel fuel, for road use
5.	Glass, clear sheet, 5mm thick
6a.	Glazed ceramic wall tiles, white, 108 x 108mm
6b.	Glazed ceramic wall tiles, colour, 200 x 200mm
7.	Hardwood, sawn, 50 x 75mm column
8.	Homogeneous floor tiles, non-slip, 200 x 200mm
9a.	Galvanised mild steel, plates
9b.	Galvanised mild steel, angles
9c.	Galvanised mild steel, flats
10.	Metal formwork, steel plates, 4mm thick
11a.	Mosaic tiles, unglazed, 18 x 18mm
11b.	Mosaic tiles, glass, 25 x 25mm
11c.	Mosaic tiles, glazed, 45 x 45mm
12a.	Paint, emulsion
12b.	Paint, acrylic
13.	Portland cement (ordinary)
14.	Sand
15a.	Steel reinforcement, mild steel round bars, 6 – 20mm
15b.	Steel reinforcement, high tensile steel bars, 10 – 40mm
16a.	Timber formwork, plywood, 19mm thick
16b.	Timber formwork, sawn hardwood, 25mm thick plank
17.	uPVC lined GMS pipes, 20mm diameter pipes, 5.5m long
18.	uPVC pipes, 32mm diameter pipes, 4m long

(5) For the purposes of applying the Materials Prices, the material weighting for each trade shall be as follows :-

(Note NA = No allowance and () = item number of materials listed in sub-clause 4 above).

<u>Trade Code</u>	<u>Trade</u>	<u>Weighting</u>
01.	Excavation	(NA) (1) 90 : 10
02.	Concrete Work	(NA) (15a) (15b) (13) (1) (14) (16a) 10 : 5 : 10 : 15 : 20 : 30 : 10
03.	Brickwork and Blockwork	(NA) (3) (13) (14) 30 : 50 : 5 : 15
04.	Masonry	(NA) (13) (14) 80 : 5 : 15
05.	Roofing	(NA) (13) (14) (2) 25 : 5 : 10 : 60
06.	Tanking	(NA) (2) 50 : 50

Special Conditions of Contract

SCC 61B (Cont'd)	07. Scaffolding and Staging	(NA) 100
	08. Carpentry and Joinery	(NA) (7) (16a) (16b) 65 : 25 : 5 : 5
	09. Ironmongery	(NA) 100
	10. Steel and Metal Work	(NA) (9a) (9b) (9c) 80 : 5 : 10 : 5
	11. Plasterwork and other Floor, Wall and Ceiling Finishes	(NA) (13) (14) (11a) (11b) (11c) (8) 35 : 14 : 30 : 2 : 3 : 3 : 3 : (6a) (6b) 5 : 5
	12. Roadwork	(NA) (13) (1) (14) (2) 20 : 10 : 30 : 15 : 25
	13. Plumbing	(NA) (17) (18) 50 : 15 : 35
	14. Glazing	(NA) (5) 65 : 35
	15. Painting	(NA) (12a) (12b) 55 : 25 : 20
	16. Drainage and Cable Duct	(NA) (15a) (15b) (13) (1) (14) (16a) 70 : 1 : 5 : 2 : 5 : 12 : 5
	17. Labour	(NA) 100
	18. Plant Hire and Services	(NA) 100
	19. Conveyance	(NA) 100
	20. Carpeting	(NA) 100
	21. Sunblinds, Curtains and Awnings	(NA) 100
	22. Demountable Partition, Drywall and Cubicle System	(NA) 100
	23. Demolition	(NA) 100
	24. Recreation Ground Surfaces and Protective Padding	(NA) (13) (1) (14) 90 : 2.5 : 2.5 : 5
	25. Geotechnical Works	(NA) (15b) (13) (1) (14) (16a) 50 : 5 : 5 : 15 : 20 : 5
	26. Site Safety	(NA) 100
	27. Electrical Work	(NA) 100
	28. Electrical Work	(NA) 100

Special Conditions of Contract

SCC61B
(Cont'd)

	<u>Trade</u>	<u>Trade</u>	<u>Weighting</u>
	<u>Code</u>		
29.	Electrical Work	(NA)	100
30.	Electrical Work	(NA)	100
51.	Site Cleanliness and Tidiness	(NA)	100
52.	Trip Ticket System Management	(NA)	100
53.	Preservation of Old and Valuable Trees	(NA)	100
54.	Treatment Services on Red Imported Fire Ants	(NA)	100

- (6) For any Works in respect of Works Orders issued at any time from the date of commencement of the Contract and for a period of exactly twelve months thereafter, no adjustment of the Schedule of Rates as amended by the Contract Percentages shall be made by virtue of any fluctuations in labour and material rates that may have occurred during that period.
- (7) For any Works in respect of Works Orders issued on the first day of the second year of the Contract and third year of the Contract and for each period of twelve months thereafter, the labour and materials content of the Contract Percentages quoted in the Tender shall be adjusted by the increase or decrease represented by the percentage difference in the Average Daily Wages Index and Materials Prices weighted by the factors as listed in sub-clauses (2) and (5), such percentage being calculated on the figures of the base month stated in the Appendix to the Form of Tender and the figures for the same month in the second year of the Contract and third year of the Contract thus enabling the original Contract Percentages included by the Contractor at the commencement of the Contract to be adjusted accordingly. The adjustment will be calculated to the nearest whole number.
- (8) The adjusted trade percentage for Trade Code 31 – 42 inclusive shall follow the adjusted trade percentage calculated for Trade Code 27.

SCC61B
(Cont'd)

(9) The following shows how such adjusted trade percentage will be calculated for each trade:-

(a) Calculate percentage increase or decrease for labour (L):-

Average Daily Wages at base month = La

Average Daily Wages at same month in subsequent year = Lb

$$L = \left(\frac{Lb}{La} - 1 \right) \times 100$$

(b) Calculate percentage increase or decrease for materials (M):-

Materials price at base month = Ma (1....n)

Materials price at same month in subsequent year = Mb (1....n)

Materials weighting % = Mw (1....n)

Weighting for non applicable items = Nw

$$M = \left(\frac{Nw}{100} + \left(\frac{Mb(1)}{Ma(1)} \times \frac{Mw(1)}{100} \right) + \dots + \left(\frac{Mb(n)}{Ma(n)} \times \frac{Mw(n)}{100} \right) - 1 \right) \times 100$$

(c) Calculate adjusted trade percentage:-

Original trade % = T

Labour content factor = Lc

Material content factor = Mc

$$\text{Adjusted trade \%} = T + \left(\frac{L}{100} \times Lc \right) + \left(\frac{M}{100} \times Mc \right)$$

SCC62 (Not used)

SCC63 (Not used)

SCC64	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 other certification bodies accredited by the Hong Kong Accreditation Service.	Quality assurance for structural concrete
SCC65	<p>(1) When considered necessary by the Contractor or specified in the Contract or subsequently ordered by the Architect, 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.</p> <p>(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 Architect.</p> <p>(3) The independent checking engineer before certifying the design of any Temporary Works in the checking certificate shall :</p> <p>(a) examine the Contractor's detailed design and method statements concerning the design, erection, use and removal of the Temporary Works, and</p> <p>(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 removal</p> <p>so that he shall be able to certify that the Temporary Works are properly and safely designed using all reasonable skill and care.</p> <p>(4) Before commencing construction of any such Temporary Works identified as requiring independent certification, the Contractor shall submit to the Architect in sufficient time for the Architect to comply with sub-clause (5) of this Clause :</p> <p>(a) design details and method statements concerning the design, erection, use and removal of the Temporary Works, and</p>	Independent checking of the design, erection, use and removal of Temporary Works

SCC65
(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 Architect 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 Architect 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 Architect 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.
- (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 Architect 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 Architect 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.

SCC65 (9) Where any Temporary Works are specified in the (Cont'd) Contract or considered necessary by the Contractor to be independently checked, the Contractor shall bear the cost of such independent checking. However, should the Architect subsequently order any Temporary Works to be independently checked, then the Surveyor shall ascertain the additional Cost incurred and shall certify such Cost in accordance with General Condition of Contract Clause 79B.

(10) Where the Architect 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.

(11) If at any time and for any reason related to the work of the independent checking engineer, the Architect is dissatisfied with the performance of the independent checking engineer, the Architect 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 Architect 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.

SCC66 (1) Where the Contractor is an incorporated joint venture it shall within fourteen (14) days of the acceptance of the Tender provide to the Employer a joint venture guarantee in the form set out in Appendix 'SCC.I' executed by all the shareholders of the Contractor. For the purposes of this Clause, the expressions "incorporated joint venture" and "shareholder" appearing herein shall bear the same meanings as those given in paragraph 6 of the Environment, Transport and Works Bureau Technical Circular (Works) No. 50/2002 on Contractors' Joint Venture.

Contractors' joint venture

(2) Notwithstanding any other provisions of the Contract, failure by the Contractor to provide a joint venture guarantee in strict accordance with sub-clause (1) of this

SCC66
(Cont'd)

Clause shall constitute a breach of the 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.

(3) The Contractor shall not make any changes to the following during the continuance of the Contract unless prior written consent from the Employer is obtained in accordance with sub-clause (4) of this Clause:-

(a) The percentage participation of each participant or shareholder in a joint venture; and

(b) The portion of the Works for which each participant or shareholder in a joint venture is responsible.

(4) In the event that the Contractor considers a change to the details referred to in sub-clause (3)(a) or (b) of this Clause is necessary because

(a) any participant or shareholder in a joint venture shall become bankrupt or have a receiving order made against him or shall present his petition in bankruptcy or shall make an arrangement with or assignment in favour of his creditors or shall agree to carry out the Contract under a committee of inspection of his creditors or (being a corporation) shall go into liquidation (other than a voluntary liquidation for the purposes or amalgamation or reconstruction); and

(b) satisfactory completion of the Works,

the Contractor shall write to the Employer with detailed substantiation requesting the Employer's consent before any changes are made. The Employer may in his absolute discretion accept or reject the request but shall within 14 days from the date of receipt of such request inform the Contractor in writing whether consent is given.

SCC67 (Not used)

SCC68 (1) For the purpose of this Special Condition of Contract :-

(a) "Contract Computer Facilities" means the Contract Computer Facilities defined in Part 8 of the Particular Specification;

Year 2000
warranty for
Contract
Computer
Facilities

SCC68
(Cont'd)

- (b) “Commencement Date” means the date on which the Contract Computer Facilities are delivered to the Architect’s office;
 - (c) “End Date” means the expiry of the Maintenance Periods of all Works Orders.
- (2) The Contractor shall warrant that the Contract Computer Facilities are Year 2000 compliant as specified in Part 8 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.
- (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 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.

SCC69	<p>This Special Condition of Contract shall apply to works in the vicinity of the Kowloon-Canton Railway (Hong Kong) section, Tsim Sha Tsui Extension and Ma On Shan Rail as shown on the Drawings and shall be read in conjunction with the General Conditions of Contract.</p>	<p>Works in the vicinity of the Kowloon-Canton Railway (Hong Kong) section, Tsim Sha Tsui Extension and Ma On Shan Rail</p>
(1)	<p>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 :-</p> <p>“Corporation” means the Kowloon-Canton Railway Corporation.</p> <p>“Railway” means the Kowloon-Canton Railway (Hong Kong) section, Tsim Sha Tsui Extension and Ma On Shan Rail.</p> <p>“Senior Director, Transport” means the Senior Director, Transport of the Kowloon-Canton Railway Corporation or his authorized representative.</p> <p>“Restriction” means speed restriction, which is a limitation of the normal permitted speed of rail traffic over a specified length of the railway track.</p> <p>“Possession” means possession of the track, which is the closing of a specified length of the railway track to commercial rail traffic.</p> <p>“Isolation” means isolation of the electrical equipment, which is the disconnection of a section of such equipment from all sources of electricity supply.</p>	<p>Definition</p>
(2) (a)	<p>The Contractor shall have regard to the Particular Specification for work within 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 Senior Director, Transport through the Architect 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</p>	<p>Compliance with requirements</p>

SCC69
(Cont'd)

the Senior Director, Transport may give rise to or actually constitute an emergency and either the Contractor or the Senior Director, Transport considers that it is not practicable to communicate through the Architect, then the Contractor and the Senior Director, Transport may communicate direct and the Senior Director, Transport 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.

- (b) Should the Contractor be unwilling or unable at once to comply with a direct instruction from the Senior Director, Transport under the provisions of this Clause, the Contractor shall not prevent and shall permit the Senior Director, Transport or a person authorized by the Senior Director, Transport to carry out the remedial work or other work or repair required by the direct instruction.
 - (c) If the remedial or other work or repair referred to in Clause (2)(b) of these Special Conditions of Contract is work which in the opinion of the Architect the Contractor was obligated to do under the Contract, all costs and charges which are in the opinion of the Architect 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 as soon as possible of any direct instruction received from the Senior Director, Transport under the provisions of this Clause.
- (3) (a) Where any part of the Works has to be carried out during the period of a Restriction, Possession or Isolation and the period of such Restriction, Possession 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.
- (b) If no such period is laid down, the Contractor shall before commencing any work hold discussions through the Architect with the Senior Director, Transport who will decide if any part of the Works is to be carried out during a period of a Restriction, Possession or Isolation. The decision of the Senior

Work on or
near Railway
track

SCC69
(Cont'd)

Director, Transport 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 Senior Director, Transport.

- (c) After the method of carrying out the work has been agreed with the Senior Director, Transport (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, Possession or Isolation previously notified as being necessary by the Senior Director, Transport, 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, Possession or Isolation is necessary, the Contractor shall be responsible for initiating the necessary action to obtain the requisite approval from the Senior Director, Transport. 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.
- (e) The Contractor shall organise the execution of the work during any period of Restriction and/or Possession and/or Isolation so that the Senior Director, Transport will be able to remove such Restriction, Possession or Isolation at the time laid down in the Contract or the time previously agreed by the Senior Director, Transport. Should the Contractor in the opinion of the Architect or the Senior Director, Transport 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 Senior Director, Transport, the Senior Director, Transport may at his discretion cancel the Restriction and/or Possession and/or Isolation, or the Senior Director, Transport 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, Possession and/or Isolation to end at the earliest possible moment.

SCC69
(Cont'd)

- (f) A period of Restriction and/or Possession 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 Senior Director, Transport for a further period of Restriction and/or Possession and/or Isolation.
 - (g) All expenses which in the opinion of the Architect are properly incurred by the Corporation as a result of the Senior Director, Transport making necessary arrangements to assist the Contractor or carrying out any necessary work in accordance with sub-clause (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.
- (4) Further to Clause 24 of the General Conditions of Contract and the expenses incurred under Clauses (2)(c) and (3)(g) of these Special Conditions of Contract, any loss of revenue and/or additional expenditure which in the opinion of the Architect 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 Possession 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 Appendix 'SCC.J' to these Special Conditions.
- (5) (a) The Senior Director, Transport shall have the right to cancel or alter the date and the timing of any Restriction, Possession or Isolation whether such is set out in the Contract or has been previously agreed, if in his opinion, it is necessary to do so for the safe and uninterrupted running of rail traffic. In such an event the Senior Director, Transport shall make alternative arrangements as soon as practicable.
- (b) If the Contractor suffers delay or incurs expense due to the Senior Director, Transport cancelling or altering at short notice the date or timing of any Restriction,

Damages for delay

Cancellation of Restrictions, Occupations or Isolations at short notice

SCC69
(Cont'd)

Possession or Isolation laid down in the Contract or previously agreed to by the Senior Director, Transport, the Surveyor 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 considers fair and reasonable.

- (c) General Conditions of Contract Clause 53(1)(b) is amended by adding the following:

“(xii) cancellation or alteration by the Senior Director, Transport at short notice of the date or timing of any Restriction, Possession or Isolation laid down in the Contract or previously agreed to by the Senior Director, Transport.”

SCC70 (Not used)

SCC71

- (1) “Site Aspect Schedule” means the Site Aspect Schedule referred to in the sub-clause (4) of this Special Condition of Contract, including any revised or updated version, setting out details of the pollution control measures that the Contractor will implement on the Site, together with any other measures and information required by the Contract to ensure compliance with the Contract provisions as well as the environmental ordinance, enactments and their regulations or bye-laws in the execution of the Works.
- (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 Site Aspect Schedule to the Architect.
- (3) Within 7 days from the submission of the draft Site Aspect Schedule, the Contractor shall arrange and hold an ad hoc meeting (or meetings if necessary) with the Architect’s Representatives to discuss the draft Site Aspect Schedule. When the Architect is of the opinion that the draft Site Aspect Schedule does not meet the requirements of the Contract he shall request that the Contractor remedy the deficiency prior to submitting the Site Aspect Schedule to the Architect in accordance with sub-clause (4) of this Special Condition of Contract.
- (4) The Contractor shall submit within 35 days of the date

Site Aspect
Schedule

SCC71
(Cont'd)

of the Employer's letter of acceptance of the Tender six copies of the Site Aspect Schedule to the Architect.

- (5) The Contractor shall review the Site Aspect Schedule at bi-monthly intervals and shall revise and update the Site Aspect Schedule if necessary and shall submit six copies of such revised or updated Site Aspect Schedule to the Architect within 7 days after the revision or updating.
- (6) The Contractor shall comply with the Site Aspect Schedule in the execution of the Works and ensure his employees and sub-contractors of all tiers comply with the Site Aspect Schedule. The Contractor shall provide any other party working on the Site including Specialist Contractors and utility undertakings with a copy of the Site Aspect Schedule and shall request those parties comply with it.
- (7) If the Architect is of the opinion that the Site Aspect Schedule does not meet the requirements of the Contract, the Architect may by notice in writing require the Contractor to revise or update the Site Aspect Schedule 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 to periodically verify that the Site Aspect Schedule is being properly and fully implemented. If the Architect is of the opinion that the Site Aspect Schedule is not being properly and fully implemented and the failure may adversely affect the compliance with the Contract provisions as well as the environmental ordinances, enactments and their regulations or bye-laws, the Architect 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 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 57(1).
- (9) This Special Condition of Contract shall be without prejudice to any other obligations or responsibilities of the Contractor under the Contract and shall not in any event relieve the Contractor of such obligations or responsibilities.

SCC72	(Not used)	
SCC73	<p>General Conditions of Contract Clause 8, sub-clause (1) shall be replaced by the following sub-clause:</p> <p>(1) The Contractor shall not use or divulge, except for the purpose of the Contract, any information provided by the Employer, the Architect, the Surveyor, the Architect's Representative or the Surveyor's Representative in the Contract or in any subsequent correspondence or documentation. Any disclosure to any person, agent, consultant or sub-contractor for the purpose of the Contract shall be in strict confidence and shall be on a "need to know" basis and extend only so far as may be necessary for the purpose of this Contract. The Contractor shall take all necessary measures (including by way of contractual provisions where appropriate) to ensure that information is not divulged for purposes other than that of this Contract by such person, agent, consultant or sub-contractor. The Contractor shall indemnify and keep indemnified the Employer against all loss, liabilities, damages, costs, legal costs, professional and other expenses of any nature whatsoever the Employer may suffer, sustain or incur, whether direct or consequential, arising out of or in connection with any breach of the aforesaid non-disclosure provision by the Contractor or his employees, agents, consultants or sub-contractors.</p>	Information not to be divulged
SCC74	(Not used)	
SCC75	<p>Computer-Aided-Drafting (CAD) drawings shall be prepared conforming to the CAD Standard for Works Projects (CSWP) version 1.02.00 (or later versions as agreed between the Architect and the Contractor from time to time) as posted on the Environment, Transport and Works Bureau's web site http://www.etwb.gov.hk/cswp and in accordance with the Drawing Manuals issued by the Architectural Services Department. In case of discrepancies between the CSWP and the Drawing Manuals, the CSWP shall take precedence.</p>	Computer-Aided-Drafting standard for works projects

SCC76 (Not used)

SCC77 General Conditions of Contract Clause 4 is amended by adding the following: Management of Sub-contractors

- (11) (a) Notwithstanding the foregoing sub-clauses of this Clause, the Contractor shall within 30 days of the Employer's letter of acceptance of the Tender submit a Sub-contractor Management Plan (SMP) to the Architect for information and comments, if any.
- (b) The Contractor shall then submit quarterly the updated SMP till the issuance of the certificate of completion or where there is more than one such certificate, the issuance of the last certificate of completion to the Architect for information and comments, if any. Should there be any major changes in the Contractor's sub-contracting arrangement during the period before the next quarterly reporting, the Contractor should notify immediately such changes to the Architect in writing. The quarterly updated SMP required under this paragraph (b) shall be submitted within one month from each quarterly period. For the avoidance of doubt, the first quarterly period shall commence from the date of submission of the SMP by the Contractor pursuant to paragraph (a) of this sub-clause. Any interim notification of changes by the Contractor shall not affect his obligation to submit the quarterly updated SMP. In case there is no change to the previous SMP, the contractor shall declare such status in writing instead of submitting the same SMP again.
- (c) The SMP submitted under paragraphs (a) and (b) of this sub-clause shall contain detailed information as required by the Guidelines on Scope and Contents of the Sub-contractor Management Plan at Appendix 'SCC.K' to these Special Conditions of Contract.
- (d) The Architect may upon receipt of the SMP comment on the SMP and notify the Contractor of such comments in writing. No approval of the SMP is required from the Architect.
- (e) Subject to the provisions of other Special Conditions of Contract stating to the contrary, the Contractor shall ensure that his sub-contractors shall not sub-contract the whole of the works sub-contracted to them.

Special Conditions of Contract

- SCC77
(Cont'd)
- (f) The Contractor shall employ his own staff to manage and supervise his sub-contractors.
- (g) For the purpose of this clause and Appendix 'SCC.K' to these Special Conditions of Contract, the term 'sub-contractor' means all types of sub-contractor including without limitation Nominated Sub-contractor, Approved Sub-contractor and Specialist Sub-contractor.
- SCC78
- (1) Where the Contractor is a partnership or an unincorporated joint venture, the liability of each partner of the partnership or participant of the unincorporated joint venture under the Contract shall be joint and several.
- (2) In relation to such Contractor only, the Articles of Agreement referred to in General Conditions of Contract Clause 11 shall mean the Articles of Agreement as attached at Appendix 'SCC.L' to these Special Conditions of Contract, with such modification as may be necessary.
- (3) For the purpose of this Clause, the expression "unincorporated joint venture" and "participant" shall bear the same meanings as those given in paragraph 6(a) of the Environment, Transport and Works Bureau Technical Circular (Works) No. 50/2002 on Contractors' Joint Venture.
- SCC79
- General Conditions of Contract Clause 39 shall be re-numbered as "39(1)" and the following sub-clauses shall be added at the end of the Clause:
- (2) The Contractor shall prohibit his employees, agents, consultants and sub-contractors who are involved in this Contract from offering, soliciting or accepting any advantage as defined in the Prevention of Bribery Ordinance, Cap 201 when conducting business in connection with this Contract.
- (3) The Contractor shall require his employees, agents, consultants and sub-contractors who are involved in this Contract to declare in writing to the Contractor any conflict or potential conflict between their personal/financial interests and their duties in connection with this Contract. In the event that such conflict or potential conflict is disclosed in a declaration, the Contractor shall forthwith take such reasonable measures as are necessary to mitigate as far as possible or remove the conflict or potential conflict so disclosed.
- Joint and several liability of partners and Unincorporated Joint Venture participants
- Ethical commitment

SCC79
(Cont'd)

- (4) The Contractor shall prohibit his employees who are involved in this Contract from engaging in any work or employment other than in the performance of this Contract, with or without remuneration, which could create or potentially give rise to a conflict between their personal/financial interests and their duties in connection with this Contract. The Contractor shall also require their consultants, sub-contractors and agents to impose similar restriction on their employees by way of a contractual provision.
- (5) The Contractor shall take all necessary measures (including by way of contractual provisions and/or providing training workshops where appropriate) to ensure that his employees, agents, consultants and sub-contractors are aware of the prohibitions in this clause.

SCC 80

- (1) Clause 79A of the General Conditions of Contract is deleted and Clause 79B is applicable.
- (2) Clause 79B of the General Conditions of Contract is amended by :
 - (1) replacing “Maintenance Surveyor” by “Surveyor” on lines 3, 6, 7 and 8 of sub-clause (1) and lines 2 and 4 of sub-clause (2)
 - (2) delete sub-clauses (4), (5), (6), (7), (8), (9) and (10) and replaced by the following :
 - (4) Where requested by the Surveyor or the Surveyor’s Representative, the Contractor shall attend or send a representative to assist in checking the measurements in the dimension book(s) submitted against the work as detailed in the Works Order, and shall furnish all particulars required by the Surveyor or the Surveyor’s Representative. Should the Contractor not attend or neglect or omit to send such representative, or fail to furnish the required particulars then the corrections made to the dimension book(s) by the Surveyor shall be taken to be the correct value of the Works Order.
 - (5) A summary showing the corrected value of each Works Order will be forwarded to the Contractor for his agreement. The Contractor’s agreement with the value shown on the summary of the Works Order shall be signified on the summary and return to the Surveyor within 30 days.

Submission
for payment
for the Works

SCC80
(Cont'd)

- (6) Any disagreement with the amount shown on the summary of the Works Order, the Contractor shall within 30 days from the date the summary of the Works Order forwarded to the Contractor, notify the Surveyor in writing and submit to the Surveyor any written representations he may wish to make in respect of the summary and the corrected values of the Works Order, and all information reasonably required for verification by the Surveyor of any such representations. If such notice is given, all monies which may be due and owing on the Works Order shall be withheld until agreement or determination of the dispute.
- (7) If the Contractor fails to sign and return the summary of the Works Order and fails to submit the written representations and the information required for verifications as aforesaid within the said period of 30 days, the Surveyor shall certify as correct the amounts shown on the summary of the Works Order which in his opinion are the final values of the Works Order and pass such certificate for payment, less any interim payment previously paid, where upon the Contractor shall have no further claims in respect of the Works Order.
- (8) If the Contractor submits any representations or any required information after the expiry of 30 days from the date the summary of the Works Order was forwarded to the Contractor, the Surveyor shall not be obliged to take into account such representations or information for verification of the summary of the Works Order.
- (9) The Contractor shall also submit a signed declaration in a form prescribed in Appendix 'SCC.M' to these Special Conditions of Contract or approved by the Employer to confirm compliance with the provisions on ethical commitment and confidentiality as stated in Special Conditions of Contract Clauses SCC73 and SCC79 upon commencement of the Works and, subsequently, submit a declaration form in the form as prescribed in the Contract, as part of the Contractor's interim statements. If the Contractor fail to submit the declaration as required, the Employer shall be entitled to withhold payment until such declaration is submitted and the Contractor shall not be entitled to interest as provided for under General Conditions of Contract Clause 82 in that period.

Special Conditions of Contract

SCC81	<p>The Contractor acknowledges that he has been reminded that dishonesty, theft and corruption on his part or those of his employees, agents, consultants or sub-contractor who are involved in the Contract may lead to prosecution under, without limitation, section 9 of the Prevention and Bribery Ordinance, Cap 201; section 17, section 18D or section 19 of the Theft Ordinance, Cap 210 and section 161 of the Crimes Ordinance, Cap 200. These offences commonly carry upon conviction terms of imprisonment.</p>	Acknowledgement of being notified of the ethical requirements
SCC82	<p>(Not used)</p>	
SCC83A	<p>General Conditions of Contract Clause 92 is to be amended by</p> <ul style="list-style-type: none">(i) deleting sub-clauses (2)(e) and (2)(f) and replacing with the following:-<ul style="list-style-type: none">(e) where the Architect has failed to give a decision within the 28 days allowed under sub-clause (1) of this Clause after being requested to do so, the expiry of the subsequent period of 28 days for the Employer or the Contractor to request that the matter be referred to mediation, and neither the Employer nor the Contractor having requested mediation within that subsequent period of 28 days, or(f) where the Architect has given a decision within the 28 days allowed under sub-clause (1) of this Clause, the expiry of the period of 28 days after receipt of the notice of the Architect's decision for the Employer or the Contractor to request that the matter be referred to mediation, and neither the Employer nor the contractor having requested mediation within that period of 28 days.(ii) amending "save as provided for in sub-clause (4)" in sub-clause (3) to " save as provided for in sub-clauses (4) and (4A)";(iii) adding the following as sub-clause (4A)<ul style="list-style-type: none">"(4A) In the case where the Contract has been terminated or abandoned, the reference to the arbitrator may proceed notwithstanding that Whole of the Works shall not then be or be alleged to be complete."	Settlement of disputes

SCC83B	(Not used)	
SCC84	<p>General Conditions of Contract Clause 53 is amended by adding following after sub-clause (1)(b)(ix):</p> <p>“(ixa). Any utility work directly connected with but not forming part of the Works and which in the opinion of the Architect could not have been foreseen by an experienced contractor based on the information available as at the tender closing date, or”</p>	<p>Extension of time for unforeseen utility work</p>
SCC85	<p>General Conditions of Contract Clause 4 is amended by adding the following:</p> <p>(12) (a) Where the Contractor is to sub-contract part of the Works execution of which involves trades available under the Primary Register of the Voluntary Sub-contractor Registration Scheme, the Contractor shall engage, for the purposes of execution of such part of the Works, sub-contractors as stated in the Contactor’s latest updated submission of the Sub-contractor Management Plan and who have completed their registration under the relevant trades available in such Primary Register before the commencement of the works under the relevant sub-contracts. Provided that the Contractor shall not engage a sub-contractor who is suspended or in the process of an appeal against his suspension from registration under such Primary Register unless the suspension is lifted before the commencement of the works under the relevant sub-contracts. The foregoing shall also apply to the Contractor’s engagement of Nominated Sub-contractors, Approved Sub-contractors, Specialist Sub-contractors and sub-contractors for specialist works referred to in Special Condition of Contract Clause 6.</p> <p>(b) The Contractor shall ensure that where any part of the part of the Works sub-contracted to :-</p> <p>(i) a sub-contractor engaged under sub-clause 12(a) of this Clause;</p> <p>(ii) a Nominated Sub-contractor;</p>	<p>Voluntary Sub-contractor Registration Scheme</p>

SCC85
(Cont'd)

- (iii) a Specialist Sub-contractor; or
- (iv) a sub-contractor for specialist works referred to in Special Condition of Contract Clause 6,

execution of which involves trades available under the Primary Register of the Voluntary Sub-contractor Registration Scheme is further sub-contracted (irrespective of any tier), sub-contractors (irrespective of any tier) as stated in the Contractor's latest updated submission of the Sub-contractor Management Plan and who have completed their registration under the relevant trades available in such Primary Register before the commencement of the works under the relevant further sub-contracts are engaged for the purposes of execution of such part of the part of the Works. The Contractor shall also ensure that a sub-contractor (irrespective of any tier) who is suspended or in the process of an appeal against his suspension from registration under such Primary Register shall not be engaged for the aforesaid further sub-contracting (irrespective of any tier) unless the suspension is lifted before the commencement of the works under the relevant further sub-contracts.

- (c) For the purposes of this sub-clause, “Voluntary Sub-contractor Registration Scheme” and “Primary Register of the Voluntary Sub-contractor Registration Scheme” respectively means the Voluntary Sub-contractor Registration Scheme and the Primary Register of the Voluntary Sub-contractor Registration Scheme as referred to in Environment, Transport and Works Bureau Technical Circular (Works) No. 13/2004.

SCC86 (Not used)

SCC87

- (1) Notwithstanding the provisions of any other clause in the Contract, the Employer shall, in addition to any other power enabling it to terminate the Contract, have power to terminate the Contract at any time by notice in writing to the Contractor and the termination shall take effect on a date specified in the notice but without prejudice to the claims of either party in respect of any antecedent breach thereof. Upon receipt of the notice of termination the Contractor shall, unless directed by the Architect pursuant to sub-clause (4) hereunder, suspend all the

Right of
Government
to terminate
for
convenience

SCC87
(Cont'd)

work and stop incurring further expenditure with respect to any work under the Contract except for work which is necessary for the protection of life or property or for the safety of the Works.

- (2) Except as provided in sub-clause (3) of this Clause, the Employer shall not terminate the Contract under this Clause in order to execute the Works himself or to arrange for the Works to be executed by another contractor.
- (3) The Employer is entitled to terminate the Contract under this Clause and thereafter to execute the Works himself or to arrange for the Works to be executed by another contractor if the Architect shall certify in writing to the Employer that in his opinion the completion of the Works will be delayed by a period of not less than one year due to interfacing problems or programme slippages of associated works outside the scope of the Contract.
- (4) After the issue of the notice of termination to the Contractor under sub-clause (1), the Architect shall as soon as practicable and in any case not later than the date of termination specified in the notice give directions with which the Contractor shall comply with all reasonable despatch as to all or any of the following matters:
 - (a) the performance of further work in accordance with the provisions of the Contract, where such further work is necessary for the protection of life or property or for the safety of the Works;
 - (b) the protection of work executed under the Contract or any work required to leave the whole of all Sites in a clean and safe condition;
 - (c) the removal of all Constructional Plant, Temporary Works and temporary buildings from all Sites;
 - (d) the removal of materials placed on all Sites;
 - (e) the removal of any debris or rubbish and the clearing and making good of the whole of all Sites;

SCC87
(Cont'd)

- (f) the termination or assignment of any sub-contracts and contracts, including those for the hire of plant, services and insurance, entered into by the Contractor for the purposes of or in connection with the Contract;
 - (g) the assignment of warranties for materials placed on the site ;
 - (h) any other matter arising out of the Contract with regard to which the Employer may decide that directions are necessary or expedient.
- (5) All Constructional Plant, Temporary Works, temporary buildings and materials properly brought on to such Sites shall be removed by the Contractor as and when they cease to be required in accordance with directions given by the Architect under sub-clause (4). The Constructional Plant, Temporary Works, temporary buildings and materials which has become the property of the Employer under Clauses 72 and 73 of the General Conditions of Contract shall upon such removal re-vest in the Contractor. If the Contractor shall fail to remove any such Constructional Plant, Temporary Works, temporary buildings or materials as aforesaid, the Employer may
- (a) sell any such Constructional Plant, Temporary Works, temporary buildings or materials which has become the property of the Employer under Clauses 72 and 73 of the General Conditions of Contract and after deducting from any proceeds of sale the costs, charges and expenses of and in connection with such sale shall pay the balance, if any, to the Contractor but to the extent that the proceeds of sale are insufficient to meet all such costs, charges and expenses the excess shall be a debt due from the Contractor to the Employer and may be deducted by the Employer from any money due or which may become due to the Contractor whether under this or any other contract with the Employer in accordance with the provisions of Clause 89 of the General Conditions of Contract; or
 - (b) dispose the same in a manner which the Employer considers most appropriate and any costs, charges and expenses so incurred shall be recoverable by the Employer from the Contractor in the manner aforesaid.

SCC87
(Cont'd)

Provided that in the event of any such Constructional Plant not solely owned by the Contractor and the Contractor fails to remove such Constructional Plant, the Employer may return such Constructional Plant at the expense of the Contractor to the person, firm or company from whom such Constructional Plant was held by the Contractor and any expense so incurred may be recovered by the Employer from the Contractor in the manner aforesaid.

Provided further that the Employer shall not at any time be liable for the loss of or damage to any Constructional Plant, Temporary Works, temporary buildings or materials which the Contractor shall fail to remove from the Sites under this sub-clause.

- (6) If –
- (a) the Contractor is unable or unwilling with all reasonable despatch to carry out any work or other matter specified in directions given to him by the Architect in terms of sub-clause (4), or
 - (b) the Employer considers that any other urgent work not specified in directions given to the Contractor under sub-clause (4) shall be carried out by a person other than the Contractor,

the Architect may authorize the carrying out of such work or such other urgent work by a person other than the Contractor and if such work or other work is work which, in the opinion of the Architect, the Contractor was liable to do at his own expense under the Contract, all costs, charges and expenses properly incurred 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 money due or which may become due to the Contractor whether under this or any other contract with the Employer in accordance with the provisions of Clause 89 of the General Conditions of Contract.

- (7) In the event of termination of the Contract under this Clause the Contractor shall be paid by the Employer, in so far as such items have not already been covered by payment on account made to the Contractor, for all work executed prior to the date of termination to be valued in accordance with the Contract and in addition, subject to sub-clause (8) :

SCC87
(Cont'd)

- (a) the sums payable in respect of preliminary items in so far as the work or service comprised therein has been carried out or performed and a proper proportion, as certified by the Surveyor, of all such items the work or service comprised therein has been partially carried out or performed;
- (b) the cost of materials ordered for any of the Works which have been delivered to the Contractor or of which the Contractor is liable to accept delivery or any advanced payment made for materials ordered for the Works, such materials becoming the property of the Employer upon such payment being made by the Employer;
- (c) a sum to be certified by the Surveyor being any Cost reasonably incurred by the Contractor for the purpose of completing any of the Works in so far as such Cost shall not have been paid in accordance with any other sub-clause of this Clause or any other Clause under the Contract.
- (d) the additional cost of removal, as compare to removal if the contract had been performed to completion, under sub-clause (3) of all Constructional Plant, Temporary Works, temporary buildings and materials from all Sites and, if required by the Contractor, return thereof to the Contractor's country of origin or to any other destination at no greater cost and certified by the Surveyor as reasonable;
- (e) a sum to be certified by the Surveyor being any reasonable sum expended by the Contractor because of the termination of the Contract in respect of
 - (i) the uncompleted part of any sub-contract and other contracts (including those for the hire of plant, services and insurance), and
 - (ii) the curtailment of any contract of employment,entered into exclusively in connection with the Contract.

Provided always that against any payments due from the Employer under this sub-clause the Employer shall be

SCC87
(Cont'd)

entitled to be credited with rebates from insurance, credit value of plant/equipment for the Architect's use prematurely re-delivered to the Contractor and any outstanding balances due from the Contractor for advances in respect of plant and materials and any sum paid in advance by the Employer to the Contractor in respect of the execution of any of the Works.

- (8) The Contractor shall, in any sub-contract or contract made by him in connection with or for the purposes of the Contract, reserve the power to determine such sub-contract or contract in the event of the termination of the Contract by the Employer in accordance with the provisions of this Clause upon terms similar to the terms of this Clause. The Contractor shall not be entitled to compensation of any expenditure resulting from non-compliance with this requirement.
- (9) Within 90 days after the date of issue of the notice of termination under sub-clause (1), the Contractor shall submit to the Surveyor a statement of account and supporting documentation showing in detail the value in accordance with the Contract of the work done as of the date of termination together with all further sums which the Contractor considers to be due to him under this Clause. Within 90 days after receipt of the final account and of all information reasonably required for its verification, the Surveyor shall issue a payment certificate stating the sum which in his opinion is finally due to the Contractor on termination under this Clause. The sum shall be paid to the Contractor by the Employer within 21 days of the date of the certification.
- (10) Payment to the Contractor under sub-clause (7) shall be in full and final settlement of all claims, costs and charges incurred by the Contractor as a result of the Contract under this Clause.
- (11) This Clause shall survive and remain in force after termination of the Contract in accordance with this Clause.

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| SCC88 | <p>(1) General Conditions of Contract Clause 1(1) is amended by adding the following definition :</p> <p>““Change in Law” means any addition or amendment to any enactment, regulations, bye-laws or rules listed in Appendix ‘SCC.N’ attached to these Special Conditions of Contract</p> <ul style="list-style-type: none">(a) made on or after the date 10 days prior to the tender closing date; or(b) made before the date 10 days prior to the tender closing date and the commencement date of which is only ascertainable on or after the date 10 days prior to the tender closing date and the Contract does not expressly provide for the parties’ respective rights and obligations in relation to compliance with such addition or amendment upon its commencement.” | Changes in Law |
| | <p>(2) General Conditions of Contract Clause 31 is deleted and replaced by the following:</p> <p>“31. The Contractor shall give all notices and pay all licences, levies, premiums or other fees required to be given or paid by reason of any enactment or any regulations or bye-laws of any local or other duly constituted authority in relation to the execution of any Works and by the rules and regulations of all public bodies and statutory authorities whose property or rights are affected or may be affected in any way by any Works, including any new fee and any change in existing fees.</p> <ul style="list-style-type: none">(a) made on or after the date 10 days prior to the tender closing date; or(b) made before the date 10 days prior to the tender closing date and the commencement date of which is only ascertainable on or after the date 10 days prior to the tender closing date.” | |
| | <p>(3) General Conditions of Contract Clause 32 shall be amended by replacing “and any additions or amendments thereto any such enactment, regulations, bye-laws or rules” by the following :</p> <p>“and any additions or amendments thereto or any new enactment, regulations, bye-laws or rules made during the continuance of the Works, which are applicable to the Works, and shall be responsible for the payment of</p> | |

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(Cont'd)

all penalties and fines and discharge of all liabilities under such enactment, regulations, bye-laws or rules and shall keep the Employer indemnified against all penalties and fines and liabilities of every kind for breach of any such enactment, regulations, bye-laws or rules. For the avoidance of doubt, the Contractor shall, under no circumstances, be paid by the Employer for any penalties, fines and liabilities under such enactment, regulations, bye-laws or rules nor shall the Final Contract Sum be adjusted for that purpose.”

- (4) The following shall be added as Clause 32A after General Conditions of Contract Clause 32:

“32A(1) The final account for such Works, shall subject to sub-clause (2) of this clause, be adjusted to take account any increase or decrease in Cost (but excluding overheads whether on or off the Site) to the Contractor in the execution of the Contract resulting from any Change in Law.

- (2) If the Surveyor is of the opinion that the Contractor has been or is likely to be involved in decrease in Cost (but excluding overheads whether on or off the Site) to the Contractor in the execution of the Contract resulting from any Change in Law or upon written application by the Contractor to the Surveyor, the Surveyor is of the opinion that the Contractor has been or is likely to be involved in increase in Cost (but excluding overheads whether on or off the Site) to the Contractor in the execution of the Contract for which the Contractor would not be reimbursed by a payment made under any other provision of the Contract resulting from any Change in Law, the Surveyor shall value the decrease or, as the case may be, ascertain the increase and shall certify in accordance with Clause 79B.

- (5) General Conditions of Contract Clause 53 is amended by:-

- (a) adding the following as sub-clause (1)(b)(ixb) before sub-clause (1)(b)(x):

“(ixb) any Change in Law, or”

- (b) replacing “(ix)” on line 2 of sub-clause (1)(b)(x) by “(ixb)”.

- SCC89
- (1) The Contractor shall employ an independent tree specialist (hereinafter referred to as ITS) in accordance with this Clause for the preservation and protection of the Old and Valuable Tree/Trees. Independent tree specialist
- (2) The ITS shall be a degree holder of any of the disciplines of agriculture, arboriculture, botany, forestry, horticulture, landscape architecture, landscape design, landscape management or landscape science or a discipline of equivalent subject acceptable to the Architect and shall have specialised knowledge and training in the above fields. The ITS shall also have at least three (3) years' documented or demonstrable experience gained whether in Hong Kong or elsewhere in the physiology and care of major tree species commonly found in Hong Kong. In the nomination for the employment pursuant to sub-clause (3) of this Clause, the ITS shall provide to the Architect a declaration of "no conflict of interest" in the discharge of his duties specified under the Contract.
- (3) Within seven (7) days of the date of the Employer's letter of acceptance of the Tender, the Contractor shall nominate a candidate to be the ITS for the approval of the Architect. The Contractor shall enter into a written contract of employment with the ITS and ensure that the employment of the ITS shall commence within seven (7) days of the date of the Architect's approval of the employment of the ITS. In the event that the Contractor fails to comply with any of the requirements in this sub-clause, the Employer shall be entitled to employ an ITS forthwith and deduct all costs, charges and expenses arising from or in connection with the employment of an ITS in accordance with the provisions of General Conditions of Contract Clause 89 and/or recover such costs, charges and expenses as a debt from the Contractor.
- (4) The Contractor shall ensure that the ITS carries out his duties specified in the Contract and the Works Order. In the event that the ITS is unable or refuses to carry out such duties or, in the opinion of the Architect, is not performing satisfactorily, the Architect may withdraw his approval of the ITS at any time. If such approval is withdrawn, the Contractor shall, within seven (7) days of the notice of withdrawal by the Architect, nominate a replacement ITS for the approval of the Architect. The Contractor shall enter into a written contract of employment with the replacement ITS and ensure that the employment of the replacement ITS shall commence

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(Cont'd)

within seven (7) days of the date of the Architect's approval of the employment of the replacement ITS. In the event that the Contractor fails to comply with any of the requirements in this sub-clause, the Employer shall be entitled to employ a replacement ITS forthwith and deduct all costs, charges and expenses arising from or in connection with the employment of a replacement ITS in accordance with the provisions of General Conditions of Contract Clause 89 and/or recover such costs, charges and expenses as a debt from the Contractor.

- (5) The wages payable to the ITS shall be paid by the Contractor. It shall be a condition precedent for the Contractor to submit satisfactory evidence to the Architect that the ITS has been paid for his services rendered, such evidence including but not limited to receipts for payment of the ITS, before the Contractor is entitled to claim for payment of the item(s) of works for which the services of the ITS are required under the Contract and the Works Order.
- (6) The duties of the ITS shall include:
 - (a) conducting an initial survey of Old and Valuable Tree/Trees and an initial site survey and initial soil tests of its/their tree protection zone/zones and submitting a report on the same comprising the details and within the time frames as stipulated in Appendix I in the Part 11 of the Particular Specification;
 - (b) preparing monitoring reports on Old and Valuable Tree/Trees and submitting each monitoring report comprising the details and within the time frames as stipulated in Appendix II in the Part 11 of the Particular Specification;
 - (c) conducting a final survey of Old and Valuable Tree/Trees and a final site survey and final soil tests of its/their tree protection zone/zones and submitting a report on the same comprising the details and within the time frames as stipulated in Appendix I in the Part 11 of the Particular Specification;
 - (d) providing arboricultural advice in the preparation of method statements and any reports on repair of damage, supervising arboricultural work, and providing on-site advice in relation to site control within the tree protection zone/zones and at

Special Conditions of Contract

SCC89
(Cont'd)

its/their adjacent areas, for the preservation and protection measures for Old and Valuable Tree/Trees as stipulated in the Contract; and

- (e) any other services or duties specified in the Contract.

SCC90

- (1) The Contractor shall take all reasonable measures, including but not limited to the stipulations in the Contract, to preserve and protect Old and Valuable Tree/Trees;
- (2) If any Tree specified in the Works order dies or becomes moribund as determined by the ITS and such death or moribundity occurs before the expiry of the Maintenance Period or where there is more than one such Period, before the expiry of the last Period, the Contractor shall be liable to pay to the Employer a sum equal to the cost that the Employer has expended for nurturing, preservation, protection and maintenance of that tree. This sum for the said Tree shall be stated in the Works Order. The payment of such sum shall not relieve the Contractor from any of his obligations under the Contract. Provided that if the death or moribundity of the Tree is not due to neglect or failure on the part of the Contractor to comply with any of his express or implied obligations under the Contract as determined by the Architect, the Contractor shall not be liable to pay such sum to the Employer.

Preservation and protection of Old and Valuable Trees

Special Conditions of Contract

SCC91	(1)	As soon as in the opinion of the Architect the Works other than Aftercare to Old and Valuable Trees have been substantially completed, the Architect shall, notwithstanding the provisions of General Conditions of Contract Clause 49, notify the Contractor in writing of the date for commencement of the Aftercare to Old and Valuable Trees which shall be undertaken for the duration stated in the Works Order. Such date for commencement shall be the day immediately following the date of certification of completion of the Works other than Aftercare to Old and Valuable Trees, or the last Section thereof, by the Architect in accordance with General Conditions of Contract Clause 56.	Commencement and completion of Aftercare to Old and Valuable Trees
	(2)	Notwithstanding the provisions of General Conditions of Contract Clauses 56(5)(a) and (b), no certificate of completion shall be given in respect of any part of the Aftercare to Old and Valuable Trees, provided that this shall not prevent the issuance of a certificate of completion in respect of the whole of the Aftercare to Old and Valuable Trees.	
SCC92	(i)	“Systematic Risk Management activities” means the systematic risk management activities as stipulated in Part 16 of the Particular Specification.	Systematic Risk Management
	(ii)	The Contractor shall carry out Systematic Risk Management activities in accordance with Part 16 of the Particular Specification.	
SCC93	(Not used)		
SCC94	(Not used)		
SCC95	(Not used)		
SCC96	(Not used)		
SCC97	(Not used)		

Special Conditions of Contract

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| SCC98 | <p>(1) All Constructional Plant powered by diesel fuel, whether they belong to the Contractor or his sub-contractors, must only be replenished with ultra low sulphur diesel (ULSD) (defined as diesel fuel containing not more than 0.005% by weight of sulphur) when working on the Site. The Contractor shall maintain a summary record of <u>all</u> the delivery notes of ULSD delivered to the Site, including those ordered by his sub-contractors, together with the details of consumption of such fuel by the individual Constructional Plant on the Site and the date of arrival and departure of the Constructional Plant to and from the Site. The record of fuel deliveries shall be supported by the original receipts of the delivery notes of the oil companies. Both the record and the delivery notes shall be kept on the Site for ready inspection by the Architect or his site supervisory staff upon request.</p> <p>(2) The Architect or his Representative may order any number of fuel samples to be taken from any diesel-operated Constructional Plant, fuel tank and/or container on the Site, except those which the Contractor can substantiate that the Constructional Plant, fuel tank and container concerned has/have been brought to the Site recently according to the summary record maintained pursuant to sub-clause (1), and has/have never been replenished with any fuel since its arrival. The sulphur content of the fuel samples shall be tested by a HOKLAS accredited laboratory using internationally recognized testing method such as ASTM D2622, ISO 14596 and ISO 20884. The laboratory to carry out the test shall be proposed by the Contractor and agreed by the Architect.</p> | Use of ultra low sulphur diesel |
| SCC99 | <p>(1) In addition to complying with the Noise Control Ordinance, the Contractor shall ensure that each day between 7 a.m. to 7 p.m. where construction work is carried out the noise level during any 30 minute period generated from powered mechanical equipment used on the Site for the purpose of carrying out the construction work or from any construction work carried out on the Site shall not exceed :</p> <p>(i) an equivalent continuous sound level (Leg) of 75dB (A) measured at 1 metre from the most affected external façade of the nearby noise sensitive receivers,</p> <p>(ii) an equivalent continuous sound level (Leg) of 70dB (A) measured at 1 metre from the most affected external façade of the existing schools,</p> | Noise Control of Construction Activities |

Special Conditions of Contract

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(Cont'd)

- (iii) an equivalent continuous sound level (Leg) of 65dB (A) measured at 1 metre from the most affected external façade of the existing schools during school examination periods.
- (2) In the event of any non-compliance by the Contractor with sub-clause (1) of this Clause, the Architect may order immediate suspension of the Works or any part thereof for such time or times and in such manner as the Architect may reasonably consider necessary.
- (3) For the avoidance of doubt, any suspension order given by the Architect under sub-clause (2) of this Clause shall not entitle the Contractor to any extension of time under Clause 53 or to any cost incurred under Clause 57 of the General Conditions of Contract.

SCC100

- (1) The Contractor shall be fully responsible for the design, supply and installation of the Vitreous Enamel Metal Cladding System. Without prejudice to the generality of the foregoing, the Contractor warrants :-
 - (a) that the design of the Vitreous Enamel Metal Cladding System and the resultant work shall be suitable for use as part of the Works;
 - (b) that the Vitreous Enamel Metal Cladding System shall free from any defects in materials and workmanship for a period of ten (10) years from the date of completion stated in the certificate of completion with respect to the Works issued pursuant to the provisions of Contract;
 - (c) the suitability of the Vitreous Enamel Metal Cladding System and any fittings and graphics applied thereto and the compatibility and bonding between each of the elements of the Vitreous Enamel Metal Cladding System so as to ensure the stability and integrity of the Vitreous Enamel Metal Cladding System;
 - (d) that all necessary skill, care and diligence have been and shall be exercised by the Sub-contractor in connection with the design of the Vitreous Enamel Metal Cladding System and the selection of all materials and goods related thereto; and

Contractor's
liabilities
(Vitreous
Enamel Metal
Cladding
System)

SCC100
(Cont'd)

(e) that the Vitreous Enamel Metal Cladding System shall conform to any performance specification or requirement applicable to the Vitreous Enamel Metal Cladding System included or referred to in the Contract.

(2) 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 56, the expression "certificate of completion" shall, for the purpose of sub-clause (1) of this Clause, mean the last of such certificates.

SCC 101

(1) The Employer shall be fully entitled without the consent of the Contractor to assign the benefit of the Contract or any part thereof and any interest therein or thereunder to a third party who is either one of the following party :

Assignment

- (i) Airport Authority; or
- (ii) Hospital Authority as defined by Section 3 of the Hospital Authority Ordinance); or
- (iii) Universities or other education institutions in receipt of subvention funding from the Government of the Hong Kong Special Administrative Region and who holds the legal title of the property upon which Works has been executed; or
- (iv) Private Organisations in receipt of subvention funding from the Government of the Hong Kong Special Administrative Region and who holds the legal title of the property upon which Works has been executed,

at any time following the date of completion certified by the Architect in the certificate of completion for any Works Order issued pursuant to Clause 56 of the General Conditions of Contract. Save as aforesaid, no such assignment may be made without the written consent of the Contractor. In the event of different certificates of completion having been issued for different Sections or parts of the Works pursuant to Clause 56 of the General Conditions of Contract, the expression "certificate of completion" shall, for the purpose of this sub-clause, mean the last of such certificates.

- SCC101
(Cont'd)
- (2) The Contractor shall within 14 days of a written request by the Employer execute a warranty under seal in the form appearing in Appendix 'SCC.O' to these Special Conditions of Contract with only such amendments thereto as may previously have been agreed in writing by the Architect in favour of the third party to whom an assignment has been made pursuant to sub-clause (1) of this Clause.
 - (3) Where a written request has been issued by the Employer in accordance with sub-clause (2) of this Clause, the submission by the Contractor of the duly executed warranty under seal as referred to in sub-clause (2) of this Clause shall be a condition precedent to the issue of the maintenance certificate.