

APPENDIX TO FORM OF TENDER – P. 1

General Conditions of Contract for @Civil Engineering Works, 1999 Edition

{Internal Remark @: Modify as appropriate depending on the type of GCC form adopted}

Clause No.

- 1(1) Maintenance Period months
*[Maintenance Period for the Works, except Establishment Works, Aftercare to Old and Valuable Trees and preservation and protection to existing trees (Section xx) months]
Maintenance Period for Establishment Works months
¹[Maintenance Period for preservation and protection to existing trees (Section xx) months]
¹[Maintenance Period for Aftercare to Old and Valuable Trees² months]

- 2(1)(b) Actions of the **Engineer[#]** subject to the Employer's right of objection and direction

The **Engineer[#]** is required under the terms of his appointment by the Employer to obtain confirmation of no objection from the Employer and, in the event of an objection, to act in accordance with the Employer's direction before ordering any variation to the Works or taking any other action (including without limitation making an order under General Conditions of Contract Clause 54) which may commit the Employer to additional expenditure under the Contract, other than in respect of claims, of a value estimated to exceed HK\$800,000. This requirement shall not be applicable where the variation order or other action is considered by the **Engineer[#]** to be essential on grounds of safety or other emergency in circumstances when it is impracticable to refer the matter to the Employer beforehand.

The **Engineer[#]** may, subject to any prior contrary instructions given by the Employer to the **Engineer[#]**, order variation to the Works in accordance with the provisions of the Contract or take any other action (including without limitation making an order under General Conditions of Contract Clause 54) which may commit the Employer to additional expenditure under the Contract, other than in respect of claims, without the need to obtain confirmation of no objection from the Employer if the value of such order or commitment is estimated not to exceed HK\$800,000.

³[The **Engineer[#]** is required under the terms of his appointment⁴ by the Employer to obtain confirmation of no objection from the Employer and, in the event of an objection, to act in accordance with the Employer's direction before permitting the Contractor to introduce an extra tier of sub-contracting in accordance with sub-clause (5) of SCC[X⁵].]

*[The ***Engineer[#]** is required under the terms of his appointment⁴ by the Employer to obtain confirmation of no objection from the Employer and, in the event of an objection, to act in accordance with the Employer's direction before issuing instruction on implementation of the Section Subject to Excision as defined in sub-clause (1) of SCC [X⁶].]

⁷[The ***Engineer[#]** is required under the terms of his appointment⁴ by the Employer to obtain confirmation of no objection from the Employer and, in the event of an objection, to act in accordance with the Employer's direction before approving alternative disposal grounds proposed by the Contractor in accordance with sub-clause (3) of PS[X⁸]

{Internal Remark:

Modify as appropriate depending on the type of GCC form adopted - the Engineer / Surveyor / Supervising Officer.}

- *12 Amount of bond or cash security (if required) \$