

Purpose of Prelim  
 → set out general liabilities  
 and obligation of the Contractor  
 covering the contract and give  
 a opportunity for  
 him to price  
 individually.

BILL NO. 1  
PRELIMINARIES

1.0 **GENERALLY**

The preliminary items included hereunder apply to the whole of the Works contained in these Bills of Quantities. The cost attributed to these preliminary items shall be priced in the Summary of this Bill. The rates and/or amounts inserted by the Contractor shall be deemed to apply to the whole of the Works carried out under this Contract including all Variations to the Contract.

The Contractor shall be deemed to have allowed in his tender for all costs in respect of all items described in this Bill.

In the absence of any sum against any item or items, any monetary cost attributable thereto shall be deemed to be included elsewhere in this Bill or in the unit rates for the work.

Any price entered in this Bill shall be at the risk of the Contractor and no adjustment will be made at the settlement of accounts.

The documents forming the Contract are to be taken as mutually explanatory and the tendered sum shall be deemed to cover the complete requirements of the Conditions of Contract (as defined in the Special Conditions of Contract), Specification and Drawings.

In the event of a lump sum only being inserted in respect of this Bill, the Contractor will be required to provide an itemised breakdown of the amount so included.

In the event of the amount inserted against an item in this Bill for which whole payment or substantially whole payment would normally be made at the outset of the Contract (e.g. insurances) being higher than the amount which the Contractor can substantiate, payment for the excess amount will be effected over the period of the Contract.

Payments for amounts inserted against time related items in this Bill such as overtime, plant, construction manager, foreman, watching etc. will be effected over the period of the Contract in the same proportion as the value of Contractor's work carried out is to the total value of Contractor's work (excluding Preliminaries).

In the event of no amounts being inserted by the Contractor in respect of this Bill, no relative payment whatsoever will be included in interim payments.

rather than  
 included them  
 in unit rates of  
 the works

BILL NO. 1

PRELIMINARIES

# for Prelim  
 = for all items  
 stated to the  
 whole works  
 + V.O.

no adj. to  
Prelim

initial cost  
be substantiated  
or time related

They are deemed  
 to be included in  
 other items which  
 paid proportionally  
 to work done.

BILL NO. 1  
PRELIMINARIES

2.0

**DEFINITIONS**

2.01 Employer

Sanefire Company Limited

2.02 Architect

AGC Design Limited

2.03 Structural and Geotechnical Engineer

Atkins China Limited

2.04 Mechanical and Electrical Engineer

Atkins China Limited

2.05 BEAM Consultant

Atkins China Limited

2.06 Interior Designer

CHK Design Institute

2.07 Landscape Architect

Adrian L. Norman Limited

2.08 Landscape Architect (Administration)

Kenneth Ng & Associates Limited

2.09 Quantity Surveyor

Rider Levett Bucknall Limited

2.10 Contractor/Main Contractor

The Contractor appointed to carry out the Works contained in this Contract.

TCD  
.08

2.0 DEFINITIONS (Cont'd)

2.11 Nominated Sub-Contractor/Sub-Contractor

A Sub-Contractor nominated by the Architect and under contract with the Contractor to carry out a section of the Works.

2.12 Architect's Representative

Such Architect's representative on the Site as may be appointed.

2.13 Resident Engineer

Such Resident Engineer on the Site as may be appointed.

2.14 Technically Competent Person

Such Architect's/Engineer's representative on the Site as required by the Buildings Department.

2.15 Clerk of Works

Such Employer's representative on the Site as may be appointed.

2.16 The Authority

The Authority shall mean the Building Authority or any government department or public utility company or statutory undertaker having jurisdiction with regard to the Works or with whose system the same are or will be connected.

2.17 Specialist Contractor

A Contractor engaged by the Employer to carry out work directly connected with or ancillary to but not forming part of the Works.

2.18 Public Utility Companies

Public utility companies shall include any company engaged in the supply of electricity, water, gas, telephone or other similar services with whose systems the Works are or will be connected.

3.0 DESCRIPTION OF THE WORKS

3.01 Generally

SOW  
read in  
conjunction

*Brief  
Description →  
of the Project.*

The descriptions of the scope of the Works and description of the Works given hereunder must not be considered as being complete.

The tenderer is deemed to have read other related documents, Specification and Bills of Quantities, etc. and in particular to have studied the tender drawings such that he is fully aware of the full extent of the Works.

3.02 Scope of the Works

The Works to be carried out under this Contract are for the Main Contract Works for Office Development at N.K.I.L. No. 6311, Kowloon Bay, Kowloon, Hong Kong all in accordance with the Conditions of Contract, Drawings and Specification.

The general scope of works include excavation and shoring for pile caps, construction of pile caps, upgrade of pavement and green area, basement and superstructure with all related landscape works.

The Contractor shall particularly note the following regarding the ELS works :

- (a) The contractor shall be responsible for carry out the excavation works according to the Step 8 of Stage 3 and Stage 4 of ELS works and de-propping the ELS system.
- (b) The Contractor is required to further excavate in the lift pit area down to level -13.875 mPD. A steel working platform has been erected by the Excavation and Lateral Support Works Contractor and will be remained for the use in this Contract. The Contractor is required to take over, maintain and make necessary modification on the working platform during the construction period to make sure it is function and suit for this planning and work sequence. No time and cost will be considered for the Contractor to take on these maintenance and modification of the working platform.

Conditions and Agreement of Sale for the Site have been attached in Specification - Technical. The Contractor shall comply with the relevant requirements so far as they are applicable for the Works as contained in this Contract. The Contractor shall be deemed to have allowed for all time and expenses as required in full compliance with them and no extra time and monetary compensation in this connection shall be entertained.

3.0 DESCRIPTION OF THE WORKS (Cont'd)

3.02 Scope of the Works (Cont'd)

The Contractor shall also refer to the scope and other detailed requirements of work stated in the respective sections of the Specification - Technical as contained in the Tender Documents and the tender drawings. The Contractor shall allow for all time and expenses as required in full compliance with them and no extra time and monetary compensation in this connection shall be entertained.

3.03 Design Responsibility

The Contractor shall prepare all necessary designs, (to the extent specifically required by the Contract), calculations, drawings, details, specifications, schedules and other documents required to satisfy the requirements of the Architect as indicated on the Contract Drawings and described by or referred to in the Specification and the requirements of the Building Authority and other related government departments, in particular for permanent utility connection and operation license and for the proper carrying out of the Works (including any Variation thereof) to the Architect's approval and under the general direction of the Architect, but no such approval given by the Architect shall relieve the Contractor of his responsibility for the adequacy, safety and suitability of his designs (including any Variations thereof), calculations, drawings, details, specifications, schedules and other documents. The Contractor shall carry out such preparation of documents for the Works (including any Variations thereof) to the Architect's approval and under the general direction of the Architect.

In respect of any Contractor's designed works, whether temporary or permanent, included in the Works, the Contractor shall design and construct the same to conform to the design intent criteria and performance requirements shown on the Contract Drawings and/or described in the Specification and to fit for their intended purposes. The Contractor's designed works shall include, but not limited to, those items of work described in the Contract Bills as including the design element. The Contractor shall prepare and submit all necessary design drawings, working drawings, calculations, method statements, product catalogues, test certificates, etc. to substantiate his design and for approval by the Architect and, as necessary, the relevant authorities. Any Contractor's designed works, whether temporary or permanent shall be carried out by the independent bodies (Independent Checking Engineer who is a Registered Professional Engineer under Structural discipline). Any test as may be required by the Architect and/or relevant authorities for verification of the Contractor's design shall also be carried out by the Contractor or independent bodies (Independent Checking Engineer etc.) as directed at no extra cost and time to the Contract.

3.0 DESCRIPTION OF THE WORKS (Cont'd)

3.03 Design Responsibility (Cont'd)

scope of design

The Contractor shall be responsible for the design and submission of structural calculations, drawings, details, specifications, record plans, reports and necessary documents to the Architect for his onward transmission to the Buildings Department for approval where necessary for the design and build items, including but not limited to the following :

- (a) Glass balustrade.
- (b) Green wall system.
- (c) Proprietary pedestal system.
- (d) Dry fix cladding including all sub-frame.
- (e) Swing gate at G/F loading/unloading area.
- (f) Steel support frame at top roof around cooling tower.
- (g) Baffle and aluminium strip ceiling.
- (h) Gondola system.
- (i) Maintenance platform and walkway at top roof cooling tower.
- (j) Glazing partition and doors at 2/F lift lobby.
- (k) Aluminium feature wall.

statutory consent

The consent of Buildings Department for the above-mentioned works is necessary prior to the commencement of the Works on the Site.

allow time for check and submission

The Contractor shall be deemed to have allowed in the Contract for all the extra costs and at least 14 days for the Architect to check the Contractor's design, structural calculations, drawings, etc. as mentioned above and submit/amend/re-submit the same to the Buildings Department where applicable and the Buildings Department to grant approval and consent for the Works. No comment, review, representation, vetting, inspection, testing, acceptance or approval by the Employer or any of the Employer's Consultants (including the Architect / Engineer) for the Contractor's design shall relieve the Contractor of his responsibility of delivery the relevant works in compliance with the design intent criteria and performance requirements and fit for the purposes intended.

3.0 DESCRIPTION OF THE WORKS (Cont'd)

3.04 Works Carried Out Under Previous Contracts

The foundation and lateral support works and excavation and part of lateral support works have been carried out under separate contracts and were completed by the Foundation and Lateral Support Works Contractor and the Excavation and Lateral Support Works Contractor respectively before the Site is handed over to the Contractor.

Drawings for the above works are available for inspection at the Architect's and/or Structural Engineer's office by prior appointment during normal office hours. The Contractor is deemed to have inspected these drawings and to be thoroughly acquainted with the scope of works of the previous contracts.

The Contractor is to thoroughly check and satisfy himself as to the correctness of the setting out, levels, etc. of the Works already carried out on site before execution of his works. Within two weeks after site possession, he shall submit to the Architect a complete site level survey and setting out record and shall immediately inform the Architect of any discrepancies or faults. The Contractor shall have no entitlement to additional monetary compensation or to any extension of time in respect of the consequence of any such discrepancies or faults which could have been discovered pursuant to this clause.

The Contractor shall provide working space and access within the Site for the Foundation Contractor to carry out the remedial, defect rectification and minor outstanding works after completion during the course of this Contract. In addition, the Contractor shall fully co-operate and liaise with such Foundation Contractor and shall programme his work in collaboration with such Foundation Contractor so as to cause minimum disruption to the Works. No claim for extension of time and additional cost will be entertained in this respect.

identify

dwg for  
inspection

C to inform  
discrepancies

&

allow defect  
rectification

*allow the  
contractor enter into  
site to rectify  
defects.*

3.0 DESCRIPTION OF THE WORKS (Cont'd)

3.05 Works to be Carried Out Under Separate Specialist Contractors

identify

The following works, which do not form part of this Contract, shall be carried out by the various Specialist Contractors employed direct by the Employer concurrently within and/or in the vicinity of the Site :

(a) Interior Fitting-Out Works at B2/F VIP carpark, G/F entrance lobby, 22/F and 23/F office areas and lavatories and 23/F exterior garden.

The above list is not exhaustive and the Employer may engage other Specialist Contractors to carry out any other works as necessary.

general  
attendance

The aforesaid separate Specialist Contractors will carry out their works concurrently on site with this Contract. The Contractor shall provide attendance and facilities to the aforesaid separate Specialist Contractors for carrying out of their works.

The Contractor is deemed to have made due allowance in his tender for any programme, and shall provide sufficient uplifting plants, allow and maintain proper site access and working space for the Specialist Contractors. All cost and time incurred in this connection shall be deemed to be included in the tender and no claim for extension of time and monetary compensation shall be granted in this respect.

The Contractor is deemed further to have allowed in his tender for co-ordination and liaison with the aforesaid separate Specialist Contractors for the carrying out the concurrent works to ensure the smooth interface between their respective works.

The Contractor shall liaise and coordinate closely from time to time with the Architect and the aforesaid separate Specialist Contractors to define in detail the boundaries, working spaces, accesses, sequence of work, etc. No claim whatsoever will be entertained if, in the opinion of the Architect, prior and more adequate liaison, coordination and planning would have prevented any disruption, damage, delay and/or additional cost to the Works.

**3.0 DESCRIPTION OF THE WORKS (Cont'd)**

**3.05 Works to be Carried Out Under Separate Specialist Contractors (Cont'd)**

The Contractor shall indemnify the Employer against any valid claim by the aforesaid separate Specialist Contractors against the Employer due to disruption, damage, delay and/or additional cost caused to the aforesaid separate Specialist Contractor's works by the Contractor.

The Employer will not be responsible for the acts or omissions of the aforesaid Specialist Contractors carrying out works not forming part of this Contract.

The Contractor shall resolve all problems with, and settle all claims against or from the aforesaid separate Specialist Contractors. The Employer may, but without obligation, assist in the settlement.

Provisions are made in the "Prime Cost and Provisional Sums" Bill for the Contractor to allow for attendance on the separate Specialist Contractors. The Contractor shall allow there for extra cost arising from the above requirements. No claim for extra payment or extension of time in this aspect in the future will be entertained.

**3.06 Works to be Carried Out by Domestic Sub-Contractors**

The design, supply and installation of the following specialist works, which form part of the Works, shall be carried out by the specialist companies which shall be employed by the Contractor as his Domestic Sub-Contractor :

- (a) Electrical System;
- (b) Mechanical Ventilation and Air-Conditioning System;
- (c) Fire Services System;
- (d) Plumbing and Drainage System;
- (e) Gas System.

The names of the specialist companies together with the relevant company information and job reference proposed for the carrying out of the above works shall be submitted by the Contractor for approval by the Architect.

indemnify if disrupt

Employer not responsible

&  
C to resolve with Separate Contractor

**3.0 DESCRIPTION OF THE WORKS (Cont'd)**

**3.06 Works to be Carried Out by Domestic Sub-Contractors (Cont'd)**

The specialist companies for the above works as appointed above shall be employed by the Contractor at his own expense as his Domestic Sub-Contractors.

The above works carried out by the specialist companies shall be deemed parts of the Contractor's own works as are carried out by the Contractor himself for all purposes of this Contract.

After the approval by the Architect, the Contractor shall not be allowed to substitute the Sub-Contractors without the prior written approval by the Architect.

The Architect reserves the rights to disapprove any specialist companies selected by the Contractor should he consider the firm unsuitable or incapable to undertake the Works.

The employment of the specialist companies as his Domestic Sub-Contractors shall not relieve or reduce in any way the Contractor's absolute responsibility and liability under this Contract for the care of and timely completion of the whole of the Works, including those actually executed by the Sub-Contractors, in accordance with this Contract.

**3.07 Works to be Carried Out by Nominated Sub-Contractors**

The following works, which form parts of the Main Contract Works, shall be carried out by Nominated Sub-Contractors :

- (a) Lifts System.
- (b) Curtain Wall, Glass Wall and Metal Cladding.

The Contractor shall refer to the "Prime Cost and Provisional Sums" Bill for more details in this respect.

**3.08 Optional Works**

The Contractor should particularly note the following optional works which are under the consideration of the Employer :

- (a) Omission of the supply of chiller plants. The Contractor shall take delivery and install the chiller plants as described in the Specification - Technical.

**3.0 DESCRIPTION OF THE WORKS (Cont'd)**

**3.08 Optional Works (Cont'd)**

The Contractor is to price for the above option in the Schedule of Optional Works of the Specification - Technical. The rates and allowances inserted therein shall be deemed to be a standing offer to the Employer which may be accepted upon the award of the Contract.

The Contractor is to allow in his time for completion for any delay, prolongation or necessary acceleration of the works which may arise as a result of adoption of any of the above item and shall further allow for revision of his programme to meet the proposed Contract completion date.

Should the Employer choose to adopt any of the above options, the Contract Sum will be adjusted for the option adopted at the rates and prices inserted in the Optional Works Bill. Such adjustment shall be deemed to be full reimbursement to the Contractor for any additional time and cost or loss and expense which may be incurred and no other claims whatsoever shall be entertained in connection with the adoption of the option.

**3.09 Quality Control Floor**

The Contractor shall construct quality control floor on one entire office floor for the areas of office, lift lobby, corridor and lavatories at 5th floor of the Site as shown on the drawing AL-01-09 and complete the quality control floor in all trades, including finishes, sanitary fittings, other fittings and equipment (FF&E), building services but excluding curtain walls.

Construction of the quality control floor shall commence as soon as the progress of structural works permits.

The Contractor shall, before commencing the quality control floor, prepare samples of colours, plaster finishes, and the like for the Architect's inspection, comment or endorsement.

The Contractor shall ensure that all necessary shop drawings, advance orders and deliveries are arranged to allow construction and completion of the quality control floor. All materials necessary for the quality control floor shall be made available on time and the Contractor shall allow for any additional costs that may be incurred should it be necessary to air freight or express delivery any materials or equipment.

nature of optional work

allow time

if adopt, adjust \$, no other claim

scope

time

dwg

**3.0 DESCRIPTION OF THE WORKS (Cont'd)**

**3.09 Quality Control Floor (Cont'd)**

**inspection**

As the quality control floor is being constructed and elements are completed, the Contractor shall request, in writing, the Architect's inspection of each of the completed elements. The Architect's comments or endorsement shall be given in writing within a reasonable time after the inspection. If the inspected element is rejected, it shall be demolished, dismantled, amended or reconstructed, as the case may be, so that the element complies with the Architect's requirements.

The Contractor shall not commence any element of the Works to be carried out on the other floors until the Architect has given written endorsement for the same element in the quality control floor.

The endorsed elements of the quality control floor shall be protected from damage at all times.

protection after endorse

The quality control floor, once completed and fully endorsed, shall be properly protected, secured and maintained in good order and shall not be used by the Contractor for any other purpose.

same standard

Following acceptance of the quality control floor, all subsequent areas will be required to be completed to the same standards and any works which, in the opinion of the Architect, fall below the required standards shall be taken down and redone without extra payment. The completion and acceptance by the Architect of the above work shall not be regarded as a Sectional Completion of the Works.

The Contractor shall allow access for and visit by the Employer and authorised visitors to the quality control floor if so required by the Employer and shall provide all screens, hoardings, insurance cover, electrical power, electrical and mechanical services, protection, etc. to facilitate such access and visit.

3.0 DESCRIPTION OF THE WORKS (Cont'd)

3.09 Quality Control Floor (Cont'd)

The Contractor shall supply and install the air-conditioning, ventilation and M&E services systems to the quality control floor. All items necessary to provide a complete installation shall be supplied and installed by the Contractor including the installation of the air-conditioners and all necessary electrical wiring, water supply and connections, etc.

The Contractor shall allow for all necessary costs including any **temporary works** for the provision of a complete installation including all temporary electricity supply, electrical wiring, water supply and connection.

The Contractor and his Sub-Contractors shall be fully responsible to protect, maintain and make good all damaged parts on the quality control floor throughout the Contract. The quality control floor is to be handed over to the Employer in a new condition.

It is expected that **minor changes** will be instructed by the Architect further to review of the quality control floor, for the refinement of working details or quality of finishes. The Contractor shall not be entitled to any time extension due to such changes.

The Contractor shall be deemed to have allowed for all additional time in his Tender for the provisions of the quality control floor in the manner as stated herein and shall allow here for all extra preliminaries costs and expenses in this connection. No claim for extra payment or extension of time in this respect in future will be entertained.

The Contractor shall at his own expense make good all defective works in the quality control floor.

The Contractor is deemed to have allowed for all necessary reviews and revisions as may be required of his construction programme upon the Architect instruction to construct the quality control floor, the subsequent making good and completion of the outstanding works to the area affected. No extension of time will be granted in this respect.

The contractor shall be deemed to have allowed here for all extra costs and expenses incurred in this connection.

time & cost allowance

3.0 DESCRIPTION OF THE WORKS (Cont'd)

3.10 Mock-Ups

**scope** The Contractor shall construct mock-ups for the works required in the respective drawings and sections of the Specification - Technical for the approval of the Architect before commencement of the permanent works.

**location** The locations of the mock-ups unless specified in the respective drawings and sections of the Specification - Technical could be within the site or off-site, and proposed by the Contractor but subject to the Architect's approval.

The Contractor shall, before commencing the mock-ups, prepare samples, colours, and the like for the Architect's inspection, comment or endorsement.

**dwg**

The Contractor shall ensure that all necessary shop drawings, advance orders and deliveries are arranged to allow construction and completion of the mock-ups. All materials necessary for the mock-ups shall be made available on time and the Contractor shall allow for any additional costs that may be incurred should it be necessary to air freight or express delivery any materials or equipment.

**inspection**

As the mock-ups are being constructed and elements are completed, the Contractor shall request, in writing, the Architect's inspection of each of the completed elements. The Architect's comments or endorsement shall be given in writing within a reasonable time after the inspection. If the inspected element is rejected, it shall be demolished, dismantled, amended or reconstructed, as the case may be, so that the element complies with the Architect's requirements.

**no start before approval**

The Contractor shall not commence any permanent works including ordering the materials until the Architect has endorsed in writing the same in the mock-ups.

The Contractor shall not be entitled to make any application under clause 17 of the Conditions of Contract to the Architect for a Substantial Completion Certificate for the mock-ups.

3.0 DESCRIPTION OF THE WORKS (Cont'd)

3.10 Mock-Ups (Cont'd)

Following acceptance of the mock-ups, all permanent works will be required to be completed to the same standards and any permanent works which, in the opinion of the Architect, fall below the required standards shall be taken down and redone without extra payment. The completion and acceptance by the Architect of the above work shall not be regarded as a Sectional Completion of the Works.

The Contractor shall be fully responsible to protect, maintain and make good all damaged parts on the mock-ups throughout the Contract. The mock-ups shall be demolished and removed from Site at the end of contract period at the sole discretion of the Architect. The Contractor shall make good works disturbed after demolition and removal from Site of the mock-ups.

The Contractor shall be deemed to have allowed for all additional time in his Tender for the provisions of the mock-ups in the manner as stated herein and shall allow here for all extra preliminaries costs and expenses in this connection. No claim for extra payment or extension of time in this respect in future will be entertained.

3.11 Environmental Management and BEAM Plus Requirements

The Contractor shall follow and comply with the requirements and criteria as stipulated in the BEAM Plus for New Buildings Version 1.2 Particular Specification for Main Contract of the Specification - Technical.

The Contractor shall be responsible for demonstrating compliance with the requirements and criteria as stipulated in BEAM Plus for New Buildings Version 1.2 Particular Specification for Main Contract of the Specification - Technical.

If, at any time, any material, design (to the extent required under the Contract), method statement or shop drawing, temporary works, site management and housekeeping etc. submitted or carried out by the Contractor does not comply with the above requirements, then the Architect may reject or disapprove the material, design, method statement, shop drawing, temporary works, site management and housekeeping etc. The Contractor shall proceed re-submission, replanning or rectification, etc. until the non-compliance are rectified and the above requirements are implemented.

The Contractor shall be deemed to have allowed for all extra cost and time arising from the above requirements. No claim for extra payment or extension of time in this respect in future will be entertained.

same  
standard

protect

time & cost  
allowance

4.0 SITE AND INSPECTION

4.01 Location

The Site of the Works is at N.K.I.L. No. 6311, Kowloon Bay, Kowloon, Hong Kong as shown on drawings.

4.02 Access and Restrictions

The access to the Site is indicated on drawings.

general

The Contractor will be responsible for ensuring that all **passageways** around the Site are kept free from obstruction brought about the work on Site and to maintain a convenient, unobstructed and safe passage way for during the course of the Contract.

take over  
existing  
hoarding

The **existing hoardings and two access gantries around the Site will become the property of the Contractor free of charge and shall be altered, added and relocated, as may be necessary, and properly maintained during the progress of the Contract.**

traffic  
precaution

The Contractor shall provide everything necessary (e.g. traffic signs, steel covering plates, etc.) to ensure that the adjoining roads and streets remain unobstructed by his own traffic and be kept clean from debris, etc. arising from this Contract at all times during the contract period and reinstating any damages to the existing entrance, pavement etc. on the completion of the Contract.

The Contractor shall take every precaution necessary to protect the road users of and not to cause any inconvenience to the same or undue hindrance to any accesses leading to or around the Site.

The Contractor shall provide traffic directions to all vehicles entering or leaving the Site and efficient warning to the public and persons on site of the traffic at site exit.

The Contractor shall be deemed to have visited the Site and be aware of the **existing conditions of vehicular access** to the Site. The Contractor shall be responsible for applying any **statutory permits** should he find any **traffic diversion work** is required in order to proceed the Works and the cost and time in connection therewith shall be deemed to have been included in the tender. Neither cost nor time claim will be granted by the Architect in this respect.

4.0 SITE AND INSPECTION (Cont'd)

4.02 Access and Restrictions (Cont'd)

The Contractor shall allow for complying with any traffic regulations or restrictions that may be imposed from time to time by the Police or other government authorities, regarding the usage of roads, parking of lorries, loading and unloading, temporary traffic controls, and time of availability, etc. including payment of fees and application of any permits required. The Contractor shall comply with all traffic regulation to the relevant permits for parking, loading and unloading outside the Site boundary. No claim whatsoever will be entertained as a result of change of the traffic arrangements around the Site during the contract period. The Contractor shall allow in his tender any extra cost incurred in complying with such regulations and restrictions which may be imposed or altered from time to time including the payment of fees and the application for permit required.

The Contractor shall be responsible for cleaning all vehicles and plant (regardless of ownership) before they leave the Site to ensure that no earth, mud, debris, etc. is deposited by them. For this purpose, the Contractor shall install a wheel washing facility at every exit from the Site, to the Architect's satisfaction, and remove and make good works disturbed before completion of the Works.

The Contractor shall be responsible for ensuring that all vehicles (regardless of ownership) leaving the Site are safely loaded and sheeted to prevent any spillage or loss of materials during transit.

The Contractor shall be solely responsible for any claims arising from the execution of this Contract including but not limited to damage caused by his plants, vehicles, his work people on site or his materials, etc.

The Contractor should be aware of the fact that the Site is bounded by roads. The Contractor shall make every endeavour to cause the minimum of nuisance, noise, dust or any other disturbance or the inconvenience to the neighboring properties, occupants, pedestrians or traffic.

The Contractor is deemed to have allowed for all time and expenses in his tender for complying with all the above requirements, all other related requirements described in other parts of the Preliminaries and all other reasonable constraints imposed by the Employer/Architect from time to time during the contract period.

4.0 SITE AND INSPECTION (Cont'd)

4.03 Site Visit

The Contractor is deemed to have visited the Site of the Works and make themselves thoroughly acquainted with the location, general site conditions, type of ground to be excavated, accessibility, storage space, restrictions for loading and off-loading materials etc. and any other conditions which may affect their tender.

no claim

No claim for extra payment or extension of the contract period will be allowed on the grounds of ignorance of the conditions under which the work is to be carried out.

accept as found & clear at own expense

The Contractor shall accept the Site as found on the Date for Possession of the Site and at his own expense clear the Site of any debris, etc., which may have been left on the Site.

4.04 Sub-Soil Conditions and Investigation Reports

Site investigation report may be inspected at the Engineer's office by prior appointment during office hours.

clean wheel & safety of vehicles exit from site

report available in good faith

Any site investigation report or other information which may be made available is given in good faith but the Contractor shall not assume that the report provided is applicable to any areas of the Site outside those areas indicated in the report.

liability on C to remove

The Contractor may encounter surface and underground obstructions during the execution of the Works. The Contractor shall be solely responsible for the removal of all surface and underground obstructions of whatever nature, including boulders and solid rock, plain and reinforced concrete, services, and any artificial materials met with during execution of the Works at his own expense.

liability for damage

may choose to carry out own

Tenderers may obtain permission from the Architect and the authorities to carry out their own site investigation in order to satisfy themselves as to the nature of the sub-soil.

4.0 SITE AND INSPECTION (Cont'd)

4.04 Sub-Soil Conditions and Investigation Reports (Cont'd)

Neither the Employer nor the Architect nor any person, firm or company associated with or employed by them shall owe any duty of care or otherwise be liable to the Contractor whether under the Contract or any other contract pursuant to the law or otherwise in respect of :

- (a) Any errors or omissions from the aforesaid information.
- (b) Any differences between the nature or extent of conditions encountered in the execution of the Works and the nature or extent of conditions disclosed or implied by site data.

The Contractor acknowledges that it has been granted sufficient opportunity to obtain its own data regarding the Site and that accordingly the terms of this clause are fair and reasonable in all the circumstances.

For the avoidance of doubt, the Contractor acknowledges that the risk of all sub-soil conditions of whatever nature remains with the Contractor.

The Contractor is deemed to have allowed in his prices and programme for all risks arising out of any unfavorable or difficult sub-soil conditions or any obstructions, whether foreseeable or unforeseeable, and natural or man-made.

No claim for extra payment or extension of the contract period will be allowed on the grounds of ignorance of the conditions under which the work is to be carried out.

no liability for report error / difference

all risk on C, deemed to have allowed

damage by C to make good

4.0 SITE AND INSPECTION (Cont'd)

4.05 Working Area

define by boundary line

allow for working in Green Area / outside site boundary

& excavation permit

work within working area

allow for off-site storage

The working area that the Contractor will have for the Works in this Contract is within the area delineated by the 'Boundary Line' as indicated on drawings (except works which are outside the Site boundary).

The Contractor shall allow for all costs associated with working in Green Area and working outside the Site boundary and/or working areas, if required, and the time for making applications to relevant authorities including excavation permit. Notwithstanding clause 25.1(3) of the Conditions of Contract, no claim for additional costs or extension of the contract period will be considered on the grounds of working in Green Area and working outside the Site boundary and/or working areas.

The storage, movement or lifting of equipment, materials and plant and the activities of the labourers shall at all times be confined within the prescribed boundary of the working area.

The Contractor must keep all his workpeople and construction activities strictly within the working area and is not permitted to encroach upon any adjacent areas not affected by the Works.

The Contractor shall make good all working area and any work disturbed to the satisfaction of the Architect upon the completion of the Works.

Should the Contractor require off-site areas for storage etc. he should allow for all additional costs, including rent, insurance, etc., in connection therewith.

Should any damage occur outside the Contractor's working area arising from the carrying out of the Works and caused by any acts, omissions or default of the Contractor or any of his subcontractors, the Contractor shall be responsible for making good all such damage entirely at his own expense.

The Contractor is deemed to have allowed in his tender for efficient planning of works and any off-site fabrication and storage that may be required.

5.0 POSSESSION, COMMENCEMENT AND COMPLETION

5.01 Commencement

The Contractor shall commence the Works within seven days of the Architect's written instruction. The tentative Commencement Date is in August / September 2015.

5.02 Possession of the Site

The Contractor shall take over the Site within seven days of the Architect's written instruction. The tentative Date for Possession of the Site is in August / September 2015.

The Contractor shall particularly note that the tentative Commencement Date for the Works and the Date for Possession of the Site given above are to be confirmed by the Architect and may not materialize. The actual dates may be advanced or delayed. The Contractor is deemed to have allowed in his tender for such flexibility in the above dates. The Contractor shall not be entitled to claim that the time for completion of the Works has been placed at large as a result of the flexibility in the Commencement Date and Date for Possession of the Site.

Immediately upon taking possession of the Site, the Contractor is to check and satisfy himself as to the correctness of the setting out, levels, etc., of the Works already carried out on site before he commences his work. He shall immediately inform the Architect of any discrepancies or faults found in such works, otherwise no claim will be considered for costs incurred and/or extensions of time in respect of such discrepancies or faults. In the event of the Contractor failing to observe this requirement, any work under this Contract which is incorrectly constructed as a result of such discrepancies or faults shall, if so required by the Architect, be pulled down and re-erected at the Contractor's expense.

tentative to be confirmed

inform discrepancies & no claim

5.0 POSSESSION, COMMENCEMENT AND COMPLETION (Cont'd)

5.03 Completion

The Contractor shall complete and hand over the Works within 540 calendar days (including Sundays and Public Holidays) from and including the Commencement Date.

The Contractor shall particularly note that the Contractor shall hand over the lift shafts complete with scaffolding and lift machine rooms to the Lifts System Nominated Sub-Contractor within 300 calendar days from the Commencement Date of the Contract. The Contractor shall allow a period of 150 calendar days (including Sundays and Public Holidays) from the date of hand over of the lift shafts complete with scaffolding and lift machine rooms until the issuance of Use Permit by the statutory authorities in the Main Contract for the lift installation carried out by the Lifts System Nominated Sub-Contractor.

The Contractor shall particularly note that the Specialist Contractors' Works as mentioned in Clause 3.05 of this Preliminaries Bill shall also be carried out concurrently within and/or in the vicinity of the Site by the Specialist Contractors and is deemed to have allowed in his tender in this connection and the Contractor shall not be entitled to any extension of time nor any extra payment in this respect.

The Contractor shall provide attendance, services etc. free of charge to the Specialist Contractors and to afford them all facilities for the proper execution of their work as mentioned in the "Prime Cost and Provisional Sums" Bill so as not to delay to the completion of the Specialist Contractors' Works.

The Contractor shall co-ordinate and liaise closely from time to time with the Architect, the Specialist Contractors and shall carry out the Works to suit the programme and progress of the Specialist Contractors' Works so as not to delay to the completion of the Works and all extra costs and time as may be incurred in this connection shall be deemed to have been allowed in the tender.

5.0 POSSESSION, COMMENCEMENT AND COMPLETION (Cont'd)

5.03 Completion (Cont'd)

Any consequences of delay to the completion of the Works of the Specialist Contractors (including but not limited to the delay to the completion of this Contract, any valid claim by the Specialist Contractors against the Employer and the Employer's loss of deduction of liquidated and ascertained damages against the Specialist Contractors) due to the Contractor's failure in performing the work as mentioned above shall be borne by the Contractor and the Employer has the right to deduct such cost from payments due to the Contractor or recover such cost as a debt from the Contractor.

It is essential that the Contractor completes the Works within the completion time stated above or within such extended times as may be authorized under the Contract.

For the sake of clarity, the contract period mentioned above shall include also but not limited to the following times, which are all at the Contractor's own risk, and the Contractor shall not be entitled to any extension of time nor any extra payment on the grounds of any of the times being longer than allowed:

- (a) Time required for preparation and submission of any drawings and information as required to the Architect for onward submission to the relevant statutory authorities in respect of application of consent to commencement of any portion of works as contained in this Contract.
- (b) The waiting time required for the relevant statutory authorities to grant consent to commence any portion of the Works as contained in this Contract and the time required by the Architect for issuance of written notice advising the Contractor of the relevant statutory authorities' consent to commence the Works.
- (c) Time required for preparation and submission of method statement and collaboration with the Architect and the Structural Engineer in making any amendment to the method statement.

delay to Separate Contract due to C

time allowed & at C's risk

5.0 POSSESSION, COMMENCEMENT AND COMPLETION (Cont'd)

5.03 Completion (Cont'd)

(d) The waiting time for the relevant statutory authorities to grant consent to the commencement of the Works after the Contractor completes and submits to the Architect the Supervision Plans as referred to in Clause 15.04 of this Preliminaries Bill.

(e) The waiting time for the relevant statutory authorities to arrange and actually carry out inspection of the Works completed, if required, process and grant consents to commence any portion of works as contained in this Contract.

(f) Time required for all tests required, including preparation and submission of test reports to the Architect for checking and onward submission to the Building Authority to their satisfaction of the test report.

(g) Time required for preparation, submission and making application to relevant authorities for obtaining excavation permit for the commencement of the Works to be carried out outside site boundary.

(h) The waiting time for the relevant statutory authorities to issue the excavation permit for the commencement of the Works to be carried out outside site boundary.

(i) The waiting time for the relevant statutory authorities to process and issue Occupation Permit and/or other certificates of acceptance of the Works.

(j) Any other times in connection with the statutory procedures leading up to and until the issuance of Occupation Permit and/or other certificates of acceptance by the relevant government authorities, which procedures include preparation and submission of statutory forms, test certificates, as-built records, etc., and applying to various government authorities and utility companies for services connections, inspections, certificates of compliance, operation permits, etc.

5.0 POSSESSION, COMMENCEMENT AND COMPLETION (Cont'd)

5.03 Completion (Cont'd)

Without limiting the Architect's absolute authority in determining the state of Substantial Completion of the Works, in accordance with clause 17 of the Conditions of Contract, fulfillment of the following obligations, as appropriate, by the Contractor are the minimum criteria, which are not exhaustive, for the Architect to certify Substantial Completion of the Works:

- (a) Obtaining of Occupation Permit issued by the Buildings Department which shall be a condition precedent to the consideration by the Architect on the issuance of the Substantial Completion Certificate of the Works.
- (b) Completion of the Works with each part thereof fit for the purpose which it is respectively intended for and workmanship and materials used in the Works comply with the specified standard.
- (c) Testing and commissioning all building services installations to demonstrate successful functioning of the installations as they are intended for.
- (d) Obtaining the Architect's approval of all warranties/guarantees, certificates, maintenance instructions, as-built records and other documents as required under the Contract and submission of the same as approved.

Should any designs or submissions for which the Contractor is responsible, or any testings or other works carried out by the Contractor be found unsatisfactory to the Building Authority or other statutory authorities having jurisdiction over the Works, the Contractor shall carry out any additional designs or redesigns, submissions, testings, obtaining all necessary approvals and consents from the Building Authority or other additional or remedial works as required at no extra time or cost to the Contract.

min criteria for completion:-

- obtain OP
- completion
- testing & commissioning
- approval of warranties

5.0 POSSESSION, COMMENCEMENT AND COMPLETION (Cont'd)

5.03 Completion (Cont'd)

no claim for test failure

Should the loading, coring or other tests as required and the Works completed be found unsatisfactory to the Building Authority, the Contractor shall carry out any additional tests or other additional or remedial works as required at his own expense and no extension of time will be granted for carrying out such works. On completion of all additional or remedial works, the Contractor shall submit revised reports to the Architect for onward submission to the Building Authority.

No claim whatsoever will be entertained if the granting of consents to commence any portion of works as contained in this Contract is delayed due to the Contractor's failure in completing the tests as required and the related works timely and satisfactorily.

no claim for suspension due to nuisance

The Contractor shall be fully responsible for any suspension of works ordered by the Architect and/or the relevant statutory authorities due to excavation disturbance, nuisance, excessive smoke of machinery, etc. during execution of work. No claim for any extra expense, overhead charges or time loss arising from the suspension of works will be allowed.

C's liability for failure of statutory submission

The Contractor's attention is drawn to the fact that he shall be responsible for any delay, loss, damages or claim whatsoever arising due to the failure of his part to proceed regularly and diligently with the statutory submissions and resubmission where necessary.

allow OT

The Contractor should allow in his tender for all extra costs for overtime, provision of extra labour and all other provisions considered necessary for the timely completion of the Works.

no claim for revision to work sequence

If it becomes apparent that there is any likelihood of the Completion Date not being met, the Architect may issue instructions to the Contractor directing any revision to the sequence of works, etc. to enable the Works to be completed on time. The Contractor shall comply with such instructions at no extra cost and with no extension of time to the remaining work.

EOT consider omission of works

In granting any extension of time pursuant to clause 25 of the Conditions of Contract, consideration will be given to the time saved due to any omission of the original scope of the Works.

5.0 **POSSESSION, COMMENCEMENT AND COMPLETION** (Cont'd)

5.04 **Substantial Completion**

When the Contractor considers he has reached Substantial Completion of the Works he shall notify the Architect to report completion. The Contractor shall be responsible for making good / completing any outstanding works to the satisfaction of the Architect, the Structural Engineer, the Building Services Engineer and the Buildings Department during subsequent inspection after issuance of such notification.

The Contractor shall note that the issuance of Occupation Permit by Buildings Department shall be a condition precedent to the consideration by the Architect on the issuance of the Substantial Completion Certificate of the Works.

5.05 **Works to be Carried Out after Substantial Completion**

Notwithstanding the clauses for Possession, Commencement and Completion as mentioned above, some works as demarcated in drawings and specification ("the Post CC Works") shall not be commenced on site before the Substantial Completion of the Works as certified by the Architect. The non-completion of the Post CC Works shall not prejudice the Architect's absolute authority in determining the state of Substantial Completion of the Works. The Post CC Works shall be commenced within seven days' notice as instructed by the Architect during the Defects Liability Period and shall be completed as soon as practicable as stipulated in Clause 17 of the Conditions of Contract. No claim for extension of time and loss and/or expenses in this connection shall be entertained.

Items of Work to be carried out after Substantial Completion include but are not limited to the following :

- (a) Swing gate at G/F loading/unloading area.
- (b) Automatic sunshading system above skylight on top roof (to be carried out by Curtain Wall, Glass Wall and Metal Cladding Nominated Sub-Contractor).
- (c) Automatic bi-fold door system at 1/F and 23/F (to be carried out by Curtain Wall, Glass Wall and Metal Cladding Nominated Sub-Contractor).

The Contractor shall be deemed to have allowed here for all extra costs and expenses incurred in this connection.

6.0 **CONDITIONS OF CONTRACT**

6.01 **Form of Contract**

The Conditions of Contract are as defined in the Special Conditions of Contract included with and forming part of these Tender Documents.

The following is a list of the Standard Conditions of Contract clause headings and where these have been amended or added to by the Special Conditions of Contract they have the words "amended" or "additional" in parentheses at the end of the clause. The Contractor should allow here or in his rates for complying with any of the Conditions of Contract which are not described more fully elsewhere in this Bill.

The allowances shall take into account any cost effects resulting from the Special Conditions of Contract.

- |               |  |
|---------------|--|
| Clause No. 1. | Interpretation and definitions   |
| 2.            | Contractor's obligations   |
| 3.            | Master programme   |
| 4.            | Architect's instructions   |
| 5.            | Documents forming the contract and other documents                         |
| 6.            | Statutory obligations  |
| 7.            | Setting out the Works  |
| 8.            | Materials, goods, workmanship and work (amended)                           |
| 9.            | Intellectual property rights   |
| 10.           | Contractor's site management team  |
| 11.           | Access for the Architect to the Works                                      |
| 12.           | Architect's representative   |
| 13.           | Variations, Provisional Quantities, Provisional Items and Provisional Sums |
| 14.           | Contract Bills   |
| 14A.          | Lump sum prices for parts of the Works (additional)                        |
| 15.           | Contract Sum   |
| 16.           | Materials and goods on or off-site   |
| 17.           | Substantial Completion and defects liability (amended)                     |

6.0 CONDITIONS OF CONTRACT (Cont'd)

6.01 Form of Contract (Cont'd)

- Clause No. 18. Partial possession by Employer
  - 19. Assignment and sub-letting
  - 20. Injury to persons and property and indemnity to Employer
  - 21. Insurances against injury to persons and property (amended)
  - 22. Insurance of the Works
  - 22A. Insurance of the Works by the Contractor
  - 23. Possession, commencement and completion (amended)
  - 24. Damages for non-completion (amended)
  - 25. Extension of time (amended)
  - 26. Delay recovery measures (amended)
  - 27. Direct loss and/or expense (amended)
  - 28. Notice of claims for additional payment
  - 29. Nominated Sub-Contractors and Nominated Suppliers (amended)
  - 30. Persons engaged by Employer
  - 31. Facilities for statutory undertakers and utility companies
  - 32. Certificates and payments (amended)
  - 33. Surety Bond (amended)
  - 34. Antiquities
  - 35. Determination by Employer
  - 36. Determination by Contractor
  - 37. Determination by Employer or Contractor
  - 38. Fluctuations (amended)
  - 39. Notices, certificates and other communications
  - 40. Recovery of money due to the Employer (amended)
  - 41. Settlement of disputes
- Schedule 1 Form of Surety Bond to be given by the Contractor to the Employer (amended)

6.0 CONDITIONS OF CONTRACT (Cont'd)

6.02 Appendix to the Standard Conditions of Contract

The following particulars will be inserted in the Appendix to the Standard Conditions of Contract:

Clause	Time for submission of master programme	3.1	Within seven days after the acceptance of the Contractor's tender
Defects Liability Period	17.3	Twelve months from Substantial Completion of the Works	
Limit of indemnity to third party liability insurance against injury or death to any person	21.2	HK\$30,000,000.00	
Limit of indemnity to third party liability insurance against injury or damage to real or personal property	21.2	HK\$30,000,000.00	
Insurance of the Works	22.1	Clause 22A applies	
Percentage to cover professional fees	22.2	Four per cent (4%)	
Date for Possession of the Site	23.1	Within seven days of the Architect's written instructions	
Commencement Date	23.2	Within seven days of the Architect's written instructions	
Completion Date	23.2	Within 540 calendar days (including Sundays and Public Holidays) from and including the Commencement Date	

6.0 **CONDITIONS OF CONTRACT** (Cont'd)

6.02 **Appendix to the Standard Conditions of Contract** (Cont'd)

	Clause	
Liquidated and ascertained damages	24.2	HK\$250,000.00 per calendar day
Period of Interim Certificates	32.1	One calendar month
Period for payment of certificates	32.1	Twenty eight days from the date of the certificate
Retention Percentage	32.4	Ten per cent (10%) of the certified value of the Contractor's own work plus the Retention held in respect of Nominated Sub-Contractors and Nominated Suppliers
Limit of Retention	32.4	Five per cent (5%) of the Contract Sum excluding Prime Cost Sums for Nominated Sub-Contractors' work and Nominated Suppliers' work (to the nearest one thousand dollars) plus the Retention held in respect of Nominated Sub-Contractors and Nominated Suppliers
Period for completion of the final account	32.6	Twelve months from Substantial Completion of the whole of the Works
Amount of surety bond	33.1	Ten per cent (10%) of the Contract Sum (to the nearest one thousand dollars)
Fluctuations	38	Not Applicable

7.0 **TENDER, DRAWINGS AND SPECIFICATION**

7.01 **Tender**

The tender shall be the carrying out of the whole of the Works in conformity with the Contract Drawings, Conditions of Contract, Specification and Contract Bills.

The bills of quantities which will become the Contract Bills shall form part of the Contract.

The Contractor's prices shall be deemed to include for the costs of all labour, material, all cutting and waste, duties, royalties, packing, freight, shipping, insurance, godown or other storage costs, delivery to site, hoisting and fixing in the required positions, plant, supervision, profit and all things and matters necessary for the carrying out of the Works and the timely and satisfactory completion of the entire works contained in the Contract whether on the drawings and specification such be expressed or not.

Anything not specifically mentioned in the Drawings or Specification but necessary for the fulfillment of the requirements called for in the Contract to the satisfaction of the Architect shall also be provided at no extra cost under this Contract.

7.02 **No Adjustment for Rises or Falls in Cost of Labour and Materials**

There will be no adjustment to the Contract Sum for rises or falls in the cost of labour and materials, exchange rates of currencies, insurance premiums, import and export duties, tax and levies or any other items occurring after the date of tendering.

7.03 **Method of Measurement**

The bills of quantities are measured generally in accordance with the Hong Kong Standard Method of Measurement of Building Works - Fourth Edition (HKSM4) published by The Hong Kong Institute of Surveyors in 2005 (the "Standard Method of Measurement").

Specific departures from the requirements of the Standard Method of Measurement include, but not necessarily limited to, those stated in the "Preambles".

7.0 TENDER, DRAWINGS AND SPECIFICATION (Cont'd)

7.03 Method of Measurement (Cont'd)

Where the express provisions of the Standard Method of Measurement have been departed from, the method of measurement set out in the "Preambles" and in the various bill sections of the bills of quantities shall be used in the subsequent remeasurement of any work and for the measurement of Variations.

All quantities are measured nett as fixed in position unless otherwise stated and the rates are deemed to include for conveyance and delivery to the Site, unloading, storing, hoisting, lowering and all labour in setting, fitting and fixing in position, all cutting and waste, return of packings, use of plant and tools, establishment charges, overhead charges and profit.

The following abbreviations used in the quantity column of the bills of quantities shall have the following meanings assigned to them :

Cube means cubic metre  
Sup " square metre  
Run " linear metre  
No. " number  
kg " kilogram

Throughout the bills of quantities are descriptions, commencing with the words "Extra over" or "Extra for" or under headings commencing with either "Extra over" or "Extra for", the volume, area, length or number of these items has been included in the measurements of the quantities in which they occur and the prices for these items are to be extra only over the prices of the items in which they occur.

Where items are described in the Bills of Quantities in stages such as "1.50 - 3.00 m total depth" or "0.10 - 0.30 m<sup>2</sup>" such descriptions shall be understood to mean respectively "exceeding 1.50 m and not exceeding 3.00 m total depth" or "exceeding 0.10 m<sup>2</sup> and not exceeding 0.30 m<sup>2</sup>".

7.0 TENDER, DRAWINGS AND SPECIFICATION (Cont'd)

7.04 Bills of Quantities

The quantities in these bills of quantities, which form part of the Contract are firm except where described as "PROVISIONAL". Only the Provisional Quantities or the Variations will be re-measured or measured respectively and valued in accordance with the Conditions of Contract.

Unless otherwise stated all items in the bills of quantities specifying materials, fittings, etc. are to be read as implying that such materials, fittings, etc. are to be provided, and fixed by the Contractor.

All the materials to be used in permanent works described in the bills of quantities shall be taken as new and have been measured nett as fixed in place.

7.05 Provisional Quantities

The quantities described as PROVISIONAL in the bills of quantities are subject to remeasurement upon completion of the Works. The Contract Sum shall be adjusted accordingly.

only when instructed

"Items" within sections of the Provisional Quantities are provisional and the sums inserted against the various "Items" will be included in the remeasurement upon completion of the Works only when instructed by the Architect. If the work described in an "Item" is not required, the relevant sum will be omitted from the remeasurement.

The Works which are the subject of the Provisional Quantities will be measured as constructed and paid for at the rates contained in the bills of quantities.

estimated qty  
&  
no adj to rate

The Provisional Quantities are estimates only and no responsibility can be taken for their accuracy. No adjustment will be made to the contract rates used for pricing the remeasured quantities nor extension allowed to the contract period should the final quantities differ from the original Provisional Quantities.

7.0 TENDER, DRAWINGS AND SPECIFICATION (Cont'd)

7.06 Ordering Materials etc. from Bills of Quantities

The Contractor should note that he should not order materials or commence work based only on quantities or sizes stated in the bills of quantities without reference to the drawings and/or site measurements, and there shall be no liability for any expense incurred by the Contractor in connection with wrong items or abortive work which would have been apparent had the drawings and/or site measurements been checked.

The Contractor shall be responsible for the correct ordering of materials and goods including those supplied by Nominated Suppliers.

7.07 Drawings Used for Preparation of Bills of Quantities

The drawings listed in the "Schedule of Drawings" have been used in the preparation of the bills of quantities.

7.08 Drawings etc. at Site

A complete set of Contract Drawings and Specification together with copies of all variation orders and additional drawings issued after the Commencement Date shall be available on the Site at all times for reference by the Architect.

The drawings shall be stored in a neat and orderly manner.

7.09 Drawings and Submissions Furnished by Contractor

The following drawings, as may be required for either construction or record purposes, shall be furnished by the Contractor (The following drawings hereinafter collectively called "the Contractor's Drawings"):

- (1) Shop drawings.
- (2) Installation drawings/Working drawings.
- (3) Combined builder's work drawings to services installation or specialist work as referred to in clause 14.0 of this Preliminaries Bill.

order not based  
on BQ

7.0 TENDER, DRAWINGS AND SPECIFICATION (Cont'd)

7.09 Drawings and Submissions Furnished by Contractor (Cont'd)

- (4) Co-ordinated and combined services installation drawings as referred to in clause 14.0 of this Preliminaries Bill.
- (5) As-built record drawings.
- (6) Any works to be designed by the Contractor and/or the Domestic Sub-Contractors as required by the Specification - Technical; and
- (7) Any other works as required by Specifications and by the Architect.

Any calculations, product date, test certificates, samples, method statements and the like as may be required by the Architect for justifying the performance and/or quality of materials or workmanship shall also be furnished by the Contractor (These documents are hereinafter collectively called "the Contractor's Submissions").

approval of dwg  
before start of work

Prior approvals by the Architect of the Contractor's Drawings (except as-built record drawings) and/or the Contractor's Submissions are required before the relevant works can proceed. The Contractor's Drawings and the Contractor's Submissions shall be furnished by the Contractor well before the relevant works proceed and in any case within two (2) weeks of the Architect's written request. The Architect may reject, approve or amend such drawings and submissions. No claim whatsoever will be accepted for disapprovals or amendments required by the Architect. Any alteration or additional works required due to the Contractor having commenced works without obtaining prior approval by the Architect of the relevant Contractor's Drawings or Contractor's Submissions shall be fully responsible by the Contractor.

The Contractor's Drawings and Submissions shall be in compliance with requirements for As-built Drawings, Manuals and Documents as stated in the Tender Drawings and Specification.

7.0 TENDER, DRAWINGS AND SPECIFICATION (Cont'd)

7.09 Drawings and Submissions Furnished by Contractor (Cont'd)

The approval by the Architect of any Contractor's Drawings or Contractor's Submissions shall **not relieve** the Contractor of his duties and responsibilities under this Contract.

The Contractor's Drawings shall be produced by means of Computer Aided Drafting (CAD) using the latest version of "Autocad" Software or other compatible softwares.

All the Contractor's Drawings shall be in appropriate scale, dimensioned in S.I. Units, with all information shown therein correctly referenced, and shall bear the Contract reference, the title of the Works, the dates of preparation, the revision and the name of the Employer.

Unless otherwise specified in the Contract, the Contractor shall furnish four (4) paper copies of the Contractor's Drawings for approval purposes, and four (4) paper copies plus one (1) disc copy of the drawings as approved.

The Contractor shall revise, update and adjust as necessary the Contractor's Drawings and the Contractor's Submissions pursuant to Variations ordered by the Architect. The revised drawings and submissions shall be subject to the same requirements above applicable for the original counterpart.

The Contractor shall, within fourteen (14) days of the award of the Contract, submit to the Architect for approval a **time table of submission and approval of various Contractor's Drawings, Contractor's Submissions, material samples and the like** with due consideration of the planned dates for commencement of the related works and with periods for Architect's review and approval reasonably allowed.

In the absence of such table as approved, the Architect shall determine the reasonable periods required by him for reviewing and approving the Contractor's Drawings, the Contractor's Submissions, material samples and the like.

7.0 TENDER, DRAWINGS AND SPECIFICATION (Cont'd)

7.10 Dimensions

C to verify dimensions and inform discrepancies

Figured dimensions are to be taken in preference to scaled in all cases. Before commencing any work or ordering any materials the Contractor must verify all measurements. If any **discrepancies** are found they must be brought to the notice of the Architect immediately.

In the event of the Contractor failing to verify measurements before commencing work or ordering materials as required, any work or material under this Contract which is incorrectly constructed or rendered abortive as a result of discrepancies between dimensions on drawings and the actual site measurements shall, if so required by the Architect, be pulled down and re-erected at the Contractor's expense and time.

7.11 Specification

The Contractor is directed to examine the Specification bound into and forming part of the tender documentation.

The Contractor is deemed to have allowed in this Preliminaries Bill or in his rates in the Contract Bills for any financial obligation imposed in complying with any of the items and requirements of the Specification bound into the Tender Documents.

onerous one prevails if discrepancies

Should there be any discrepancy between the Specification bound into the Tender Documents and the said General Specification, the **more onerous requirements shall take precedence**.

7.12 Discrepancies

Where there are discrepancies between this Preliminaries Section and the Specification - Technical, for the purpose of adjusting the Contract Sum this Preliminaries Section shall take precedence over the Specifications - Technical, but for all other purposes including carrying out the construction of and completing the Works the Specifications - Technical shall take precedence over this Preliminaries Section.

7.0 **TENDER, DRAWINGS AND SPECIFICATION** (Cont'd)

7.13 **Unsatisfactory and Defective Work**

Works found to be unsatisfactory, damaged, out of position and/or alignment beyond the tolerances, not founded on the type of ground capable of sustaining the loading, failing to satisfy the tests or otherwise not conforming to the Contract will be rejected and shall be subject to remedial works as directed by the Architect.

The Contractor shall bear all the cost and expense incurred in the investigation, remedial and/or replacement work due to the unsatisfactory work.

The Contractor shall be held responsible for remedial works or the cost of such remedial works and/or delay in completing this Contract for later contracts arising from unsatisfactory and defective work or materials used in the Works.

8.0 **MATERIALS AND WORKMANSHIP**

8.01 **Compliance with Regulations**

Materials, workmanship and the Works as a whole shall conform to or be of a higher standard than the minima required by the latest edition of the Buildings Ordinance, Chapter 123 of the Laws of the Hong Kong Special Administrative Region.

The Works and the execution thereof shall also conform to any other ordinances, regulations or Codes of Practice issued by relevant authorities, which have jurisdiction over the Works, or govern the design or testing of the Works, or serve to enhance good practice or standard of workmanship, in so far as they are applicable to the Works.

8.02 **Proprietary Brand Names**

Where phrases such as "or approved equal" or "other approved" or "other equal and approved" or similar phrases follow proprietary brand names in the Specification such phrases are deemed to be included in the relevant descriptions in the bills of quantities.

8.0 **MATERIALS AND WORKMANSHIP** (Cont'd)

8.03 **Samples**

The quality of materials and articles supplied for any purpose are to be approved by the Architect prior to their use in the Works. Wherever practicable samples are to be submitted for approval before bulk supplies are delivered to the Site. Approved samples are to be kept on the Site to serve as standards for the materials or goods represented by the samples. Samples, and any packing for same, are to be provided free of charge by the Contractor.

Should any material or article be rejected it shall be removed from the Site at the Contractor's expense.

The Contractor shall provide samples of workmanship for all trades and obtain the Architect's approval prior to commencement of each trade.

All subsequent workmanship shall be to the standard of the approved samples.

8.04 **Period of Approval**

Before the Works start on site, the Contractor shall submit to the Architect for approval a table of reasonable periods for acceptance or approval of material samples before the related work commences.

8.05 **Safe Custody of Materials**

reinstate if  
stolen / damaged

The Contractor shall be responsible for the safe custody of all materials delivered on to the Site including those for Nominated Sub-Contractors, Nominated Suppliers or Separate Specialist Contractors. He will be required to reinstate at his own expense any such materials that may be lost or stolen.

He will also be required to reinstate at his own expense any material or article damaged by careless handling or storage or as a result of inferior workmanship by his workmen either in the original fixing or in the subsequent taking down and refixing thereof.

8.0 **MATERIALS AND WORKMANSHIP** (Cont'd)

8.06 **Loading and Unloading of Materials**

The Contractor shall take every care in the loading and off-loading of materials for the work, ensure that the street, roads and footpaths are not obstructed or the traffic impeded and conform with the police regulations therewith.

8.07 **Warranties and Guarantees**

The Contractor shall provide the warranties and guarantees for the Works all in accordance with the requirements as stipulated in the drawings and the respective sections of the Specification - Technical upon substantial completion of the Works.

The Contractor shall allow here for all extra cost and time arising from the above requirements. No claim for extra payment or extension of time in this respect in future will be entertained.

8.08 **Testing of Materials and Completed Works**

The Contractor shall carry out tests on all materials and completed works required by the Architect or by the government authorities to be tested (irrespective of whether such test is specifically provided for in the Specification - Technical or not and the result of the test) at the Contractor's own expense and shall pay all charges in connection with tests ordered by the Architect to be carried out by others including the costs of the additional tests resulting from test failure.

All tests shall be to the satisfaction of the Architect, and if required, to be witnessed by the Architect. Notice of date and time shall be forwarded to the Architect not less than five (5) working days prior to the tests.

8.0 **MATERIALS AND WORKMANSHIP** (Cont'd)

8.09 **Spare Items and Spare Parts**

The Contractor shall provide the spare items and spare parts all in accordance with the requirements as stipulated in the drawings and the respective sections of the Specification - Technical.

All defective or prematurely worn out parts that arise during the Defects Liability Period shall be replaced by the Contractor at his own expense before the issuance of the Defects Rectification Certificate. The Contractor is required to guarantee that sufficient spare items and spare parts of the specified equipment and goods are available to allow the timely replacement of any defective items during the Defects Liability Period.

The Contractor shall allow here for all extra cost and time arises from the above requirements. No claim for extra payment or extension of time in this respect in future will be entertained.

9.0 **INSTRUCTIONS, VARIATIONS AND METHODS OF MEASURING AND VALUING**

9.01 **Site Instructions**

The Contractor shall maintain an efficient organisation so that all instructions issued by the Architect are communicated immediately to the Site and to the Nominated Sub-Contractors and Nominated Suppliers and he shall take instructions only from the Architect or persons authorised by the Architect in writing to give them.

The Contractor shall enter all site instructions given to him or his construction manager by the Architect or such other persons as are authorised as noted above in a special diary recording a description of such work ordered and shall obtain against each entry the initials of the Architect or such other authorised person on the day that such instructions are given.

The Contractor shall allow such diary to be inspected at all reasonable times when required by the Architect, the Quantity Surveyor and the Architect's representative.

9.0 INSTRUCTIONS, VARIATIONS AND METHODS OF MEASURING AND VALUING (Cont'd)

9.02 Stop Works Instructions

The Architect's representative or the Site engineer is empowered to stop all work or any part of the Works and advise the Architect immediately, if such work is not in accordance with the Architect's Specifications, Contract Drawings and instructions.

stop work if  
not as Contract

9.03 Quotation for Variations

If required by the Architect or the Quantity Surveyor, the Contractor shall within fourteen (14) days of his written request submit a detailed estimate of the value of any variation work instructed by the Architect.

If required by the Architect or the Quantity Surveyor, the Contractor shall within fourteen (14) days of his written request submit a detailed estimate of the cost and time effects of any proposed Variation or work which is carried out at the expense of a Provisional Sum. The issue of a subsequent instruction by the Architect formally ordering the execution of the proposed Variation or the Works shall not be construed as acceptance of the Contractor's estimate. The acceptance of the Contractor's estimate shall not be a prerequisite to the Contractor's execution of the proposed Variation or the Works.

order to execute  
acceptance of estimate

acceptance of estimate  
not a prerequisite to  
execution of works

9.04 Contractor's Claims for Extras for Verbal Instructions

The Contractor shall submit to the Architect (copied to the Quantity Surveyor) any claims (giving full and detailed particulars of the amount claimed) for extra and additional work contained in Architect's verbal instructions which have been confirmed in accordance with Clause 4.2 of the Standard Conditions of Contract within two months after the event and no claim for such extra and additional work will be considered if submitted later than required herein.

9.0 INSTRUCTIONS, VARIATIONS AND METHODS OF MEASURING AND VALUING (Cont'd)

9.05 Measurement of Variations

The units of billing measured omissions and additions for Variations or additions of remeasurements where the unit is either metre cube or metre super the quantities shall be billed to the nearest 0.10 of a whole unit and where the unit is either metre run or kilogram the quantities shall be billed to the nearest whole.

9.06 Invoices, Receipts, etc.

The Contractor shall produce all original invoices, vouchers or receipted accounts for any materials or sub-contract labour charges when called upon to do so by the Architect or by the Quantity Surveyor. Upon making photocopies of the invoices, receipts, etc., the originals shall be returned to the Contractor.

9.07 Contractor's expenses in connection with Variations and Settlement of Accounts

The Contractor shall be responsible for making or procuring at his own expense such additional copies of Architect's instructions and any specifications, schedules, drawings and details issued therewith as are necessary for distribution within his own organization and to Nominated Sub-Contractors and Nominated Suppliers as required.

C borne own  
expense of  
measurement

The Employer will not be liable for any expense incurred by the Contractor in connection with the measurement of Variations or the adjustment and settlement of accounts.

9.08 Supportive Documentation for a Fair Valuation

Where it becomes necessary for a fair valuation to be made, as required under sub-clause 13.4(1) of the Standard Conditions of Contract, the Contractor shall provide all supportive documentation as may reasonably be required by the Quantity Surveyor to make such fair valuation, and this shall be provided by the Contractor within one month of the Quantity Surveyor's formal request.

10.0 **PROGRAMME AND REPORTS**

10.01 **Weekly Reports**

The Contractor shall submit to the Architect at weekly intervals throughout the contract period a report showing the general progress of the Works and detailing any information required, extension of contract period claimed, etc.

The format of the report shall be submitted to the Architect for approval before commencement of work on the Site.

The submission of the above does **not relieve** the Contractor from his **obligations**, in accordance with the Conditions of Contract, **to give written notice of delays to the progress of the Works.**

10.02 **Daily Reports**

The Contractor shall submit to the Architect each day throughout the contract period a report showing a record of the labour employed on the Site under each trade, materials delivered to the Site, plant and equipment on the Site and the weather throughout the day.

The Contractor shall provide the coloured photograph to show the progress of each trade in the daily report.

The format of the daily report shall be submitted to the Architect for approval before commencement of work on the Site.

In all cases where an Architect's representative is employed upon the Works the daily reports shall be submitted for checking and signing by the Architect's representative.

no relief  
of NOD

10.0 **PROGRAMME AND REPORTS (Cont'd)**

10.03 **Progress Photographs**

The Contractor shall be required to take photographs of surrounding areas including the trees and nearby buildings to record their status before the work commences.

The Contractor shall provide coloured photographs with date stamped to show progress of the Works at weekly intervals at location as directed by the Architect.

The Contractor shall also provide progress photographs of the Works as and when directed by the Architect.

Such photographs shall be sufficient number and location to record the progress of the Works.

A label shall be provided to each photograph in the album clearly indicating the project title, the point from which the photograph is taken and the part of the Works it shows.

10.04 **Programme of Works**

The tenderer shall at the time of returning his tender provide a time related bar chart as stated in clause 2 of the Conditions of Tendering showing his intended method, sequence, stages and order of proceeding in which he proposes to carry out the Works.

The Contractor shall within seven days after the award of the Contract submit to the Architect a comprehensive critical path programme showing how he intends to organise and carry out the Works within the time fixed for completion.

The Architect reserves the right to examine, enquire and check the practical feasibility of the critical path programme and, if necessary, make suggestions and alterations to it.

In order that the programme may be maintained or amended where necessary it is incumbent upon the Contractor to notify the Architect whenever there is the likelihood of a delay occurring in his own work or material supplies or in those of any of his Sub-Contractors. The Contractor must with the utmost diligence endeavour to retrieve lost time.

10.0 PROGRAMME AND REPORTS (Cont'd)

10.04 Programme of Works (Cont'd)

If during the course of the Contract special circumstances should arise which in the opinion of the Architect warrant or necessitate a revision or departure from the order of procedure as shown in the approved programme, then the Contractor shall accordingly so revise his programme as the Architect may require.

The submission to and approval by the Architect of such programme (and revisions if applicable) shall not relieve the Contractor of any of his duties or responsibilities under the Contract.

11.0 SUB-CONTRACTS

11.01 Prime Cost and Provisional Sums

The Contractor is referred to the "Prime Cost and Provisional Sums" Bill for details of materials to be supplied by Nominated Suppliers and work to be carried out by Nominated Sub-Contractors and Specialist Contractors employed direct by the Employer.

Details are given in that Bill of the attendance, facilities and Contractor's work required by these firms and provision is made for the Contractor to allow for attendance or for profit and attendance as appropriate.

11.02 Nominated Sub-Contracts Arrangement

The Tender Documents for the following Nominated Sub-Contracts have been issued for tendering before the submission of tenders for this Contract:

- (a) Lifts System;
- (b) Curtain Wall, Glass Wall and Metal Cladding.

The Sub-Contractor of the above Nominated Sub-Contract will be nominated by the Architect to the Contractor pursuant to clause 29 of the Conditions of Contract and the Contractor will be required to enter into Nominated Sub-Contract with the above Sub-Contractor.

11.0 SUB-CONTRACTS (Cont'd)

11.02 Nominated Sub-Contracts Arrangement (Cont'd)

The Contractor shall be deemed to have examined and accepted the terms and conditions contained in the Tender Documents of the above Nominated Sub-Contract prior to submitting his tender. The documents are available for inspection by prior arrangement at the Architect's office.

no objection if  
comply with  
Tender Doc

The Contractor shall have no objection to any nominations made by the Architect which are in full compliance with the Tender Documents of the above Nominated Sub-Contract, or in case with amended and/or additional terms and conditions, the same are not contradictory to the provisions in the Main Contract documents.

Any item of work covered under both of the Main Contract and the Nominated Sub-Contract shall not be construed as relieving the Contractor's obligations to carry out that work under the Main Contract.

The Contractor shall accept the Nominated Sub-Contractor in writing within one week of nomination by the Architect.

11.03 Contractor's Tenders for Supply or Sub-Contracts

if MC tender  
for NSC,  
profit omitted

If the Contractor tenders for a Supply or Sub-Contract to the Main Contract he should note that in the event of his Tender being successful the item for profit on that Supply or Sub-Contract contained in the Bills of Quantities for the Main Contract will be omitted but the item for attendance will remain unchanged.

The omission of the profit item from the Main Contract will be taken into consideration when comparing tenders for the Supply or Sub-Contract.

11.04 Contractor's Relationship and Duties to Nominated Suppliers and Nominated Sub-Contractors Generally

The Contractor's relationship and duties to Nominated Suppliers and Nominated Sub-Contractors is detailed in the "Prime Cost and Provisional Sums" Bill and spaces have been provided therein for the allowance for attendance on the Nominated Suppliers and Nominated Sub-Contractors.

12.0 **PERSONS ENGAGED BY EMPLOYER** (See also Standard Conditions of Contract Clause 30)

The Contractor shall permit the execution of Works by persons who are not Nominated Sub-Contractors and who may be engaged by the Employer.

The Contractor shall afford all reasonable opportunities to persons employed direct by the Employer for the carrying out of their work. Such facilities shall include the reasonable use by others of any scaffolding or staging erected by the Contractor for his own use but the Contractor shall not be required to maintain any such scaffolding or staging longer than is necessary for his own use or to erect any special scaffolding or staging for the use of others unless otherwise described in the "Prime Cost and Provisional Sums" Bill.

13.0 **WORKS BY AUTHORITIES**

The following works where required will be carried out by statutory undertakers or utility companies :

- (a) Run-ins to the Site.
- (b) Reinstating public roads and upgrading foot paths immediately next to the Site.
- (c) Fresh and flush water mains connections.
- (d) Electrical mains supply connections.
- (e) Gas mains supply connections.
- (f) Telecommunication and mobile network connections.

Spaces have been provided in the "Prime Cost and Provisional Sums" Bill for allowances for attendance on the above works.

14.0 **OVERALL CO-ORDINATION RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor shall be responsible for the complete co-ordination of the Works including works executed by Nominated Sub-Contractors, statutory undertakers and utility companies. This responsibility shall include but not be limited to :

- (a) co-ordination of all trade sections or components one with the other for the compatible integration of the Works.
- (b) establishment of detailed logical sequence of work or erection schedules.

14.0 **OVERALL CO-ORDINATION RESPONSIBILITIES OF THE CONTRACTOR** (Cont'd)

- (c) checking of all design drawings from the Architect for the compatible integration of all works, including recommending to the Architect queries for discrepancies / outstanding information, or design solution to eliminate any conflict of the Works involved in a timely manner to ensure completion of the Works within the time scale of the construction programme.
- (d) preparation of such drawings as may be necessary to ensure that the installation of the building services are properly co-ordinated.
- (e) ensuring that Specialist Contractors employed by the Employer, statutory authorities and utility companies are allocated their required amount of time to complete their works.
- (f) provision of suitable and sufficient staff to ensure that the co-ordination procedures are followed to enable the expeditious completion of the Works within the time scale of the construction programme.
- (g) carrying out any alteration work and indemnification of the Employer against all costs, charges, expenses and the like resulting from any failure to co-ordinate the Works.
- (h) liaison with parties undertaking installations of air-conditioning, plumbing, electrical wiring and conduiting and specialist installations to ensure that all trunking, ducts, piping, conduiting and related equipment are "built-in" in a logical sequence.

The Contractor shall be responsible for any damage caused owing to lack of liaison with the Sub-Contractors, statutory undertakers and utility companies and shall make good such damage and/or requirement for adjustment that might be necessary to the satisfaction of the Architect at the Contractor's expense.

The aim of co-ordinating the building services is to enable the services to be properly installed within the spaces designed to house the services without conflict of one service with another or with the building structure, architectural work or finishings and within the time scale of the construction programme.

14.0 OVERALL CO-ORDINATION RESPONSIBILITIES OF THE CONTRACTOR (Cont'd)

"Building Services" in this context includes services installed by Nominated Sub-Contractors, statutory undertakers, or utility companies together with plumbing and drainage systems or installations carried out by the Contractor or his sub-contractors.

"Properly Installed" in addition to normal technical requirements, is the requirement for building services to be installed in such positions and sequence that a neat, logical and tidy appearance of all services is achieved and that adequate space for the future maintenance of all services is provided.

The aforesaid term "co-ordinate" shall be deemed to include the acquisition and checking of all design drawings from the Architect and those to be provided under any Nominated Sub-Contracts or by statutory undertakers or utility companies for the compatible integration of all the work, including devising and recommending to the Architect for approval design solutions to eliminate any conflict between the positioning of any work, and to provide adequate space for the routing of all such work and for subsequent maintenance of the various installations in accordance with good practice together with technical checking of the compatibility of adjacent services.

The Contractor shall bear the cost of carrying out any alteration work and shall indemnify the Employer against all costs, charges, expenses and the like resulting from any failure on the part of the Contractor to co-ordinate the design and installation of all service installations, as determined by the Architect.

The process of co-ordination will require the accurate location of services and their brackets etc. in the spaces designed to house the services and the establishment of a detailed sequence of installation. In the event of conflicts arising between the requirements of different parties the Contractor will be required to negotiate satisfactory arrangements and to see that they are resolved. Conflicts of this nature shall be the sole responsibility of the Contractor and do not fall within the area of responsibility of the Architect who will not be expected to be involved in such matters.

C's duty to coordinate

15.0 STATUTORY OBLIGATIONS

15.01 Regulations

The Contractor shall comply with any ordinances, regulations and requirements of the government of the Hong Kong Special Administrative Region or statutory undertaker or utility company applicable to the Works, subject to Clause 6 of the Standard Conditions of Contract.

The Contractor shall comply with and accept the risk of any impending ordinances, regulations, requirements and legislation or other conditions which alter any obligations or impose new obligations.

The Contractor is deemed to acquire the relevant knowledge in statutory requirements for obtaining the Occupation Permit and shall be responsible to raise to the Architect in a timely manner any outstanding information required such that the Works may be completed for application of the Occupation Permit within the contract period.

The whole of the Works shall comply with all applicable codes and regulations.

The Contractor shall be responsible for obtaining permits required under the noted ordinances and for complying with any restrictions that may be imposed by the various government authorities from time to time during the contract period.

No claim for extension of time, loss and/or expense from the Contractor due to failure to observe these requirements will be entertained.

15.02 Notices, Fees and Charges (See also Standard Conditions of Contract Clause 6)

The Contractor shall comply with clause 6 of the Standard Conditions of Contract relative to notices, fees and charges in respect of the Works.

The Contractor shall specifically note that a Construction Waste Disposal Charging Scheme has come into effect. The Contractor shall comply with any requirements and allow in their tender prices and rates for any charges required by the Scheme.

15.0 STATUTORY OBLIGATIONS (Cont'd)

15.03 Working Hours, Rates of Wages etc.

The Contractor shall comply with any current legislation or regulations regarding working conditions, working hours, or rates of payment to employees and accept the risk of any impending legislation or other conditions which alters any obligations or imposes new obligations.

15.04 Supervision Plan and Safety Precautions

The Contractor shall, if not already previously submitted, immediately upon award of the Contract complete and submit to the Architect the appropriate parts for compiling a fully co-ordinated and documented Supervision Plan for the Works in accordance with the requirements under the Technical Memorandum for Supervision Plans issued by the Secretary for Development under section 39A of the Buildings Ordinance (Cap. 123) for approval by the Building Authority, and shall comply with such throughout the construction period.

The Contractor shall note that the Supervision Plan is a pre-requisite document for application for consent to the commencement of the Works. If the issue of consent is delayed (notwithstanding solely or partly) due to fault by the Contractor in the preparation of the Supervision Plan, no extension of time shall be granted and the Contractor shall be responsible for the consequences of the full delay.

The review and approval by the Architect of the Contractor's Supervision Plan shall not reduce the Contractor's liability as specified above.

The Contractor shall provide sufficient safety helmets for the use of the consultants and other authorised persons visiting the Site.

The Contractor shall display during the hours of daylight, such flags, signals and markings and during the hours of darkness such lights for the safety of aircraft or the public as required by the regulations for the time being in force in the Hong Kong Special Administrative Region.

The Contractor is fully responsible for the safety of all persons engaged in the execution of the Works and shall comply with any ordinances and regulations governing safety of work on the Site.

15.0 STATUTORY OBLIGATIONS (Cont'd)

15.04 Supervision Plan and Safety Precautions (Cont'd)

The Contractor shall ensure that all persons carrying out construction work on site, whether in the employment of the Contractor or any sub-contractors, must have completed the mandatory basis safety training course for the construction industry under the Factories and Industrial Undertakings (Amendment) Ordinance 1999 and possessed the relevant valid certificate.

All workman or other person whether in the employment of the Contractor or any Sub-Contractor, who enter the Site, must possess the valid "Green Card" issued by the Construction Industrial Training Authority and the valid "Construction Works Registration Card" issued by Construction Workers Registration Authority. Otherwise, the entry of such workman to the Site will be denied.

The Contractor shall provide sufficient safety helmets, safety boots, eye goggles, ear protectors and other personnel protection equipment as necessary for all personnel working on site and shall enforce the wearing thereof.

15.05 Statutory Levies

MC pay levies  
NSC reimburse

The Contractor shall pay all statutory levies applicable to his own works and the relevant Nominated Sub-Contract works (including, but not limited to, the Construction Industry, Pneumoconiosis and Mesothelioma, and Construction Workers Registration Levies). The Nominated Sub-Contractors shall thereupon reimburse the Contractor for the amounts paid by him in respect of the Nominated Sub-Contract works within twenty-one (21) days of receipt by the Nominated Sub-Contractors of the Contractor's accounts for the monies paid.

15.06 Noise Control

The Contractor's particular attention is drawn to the Noise Control Ordinance 1988 which from mid 1989 or thereabout imposes new restrictions on noisy activities and the requirement imposed by the Environmental Protection Department from time to time and which may affect the carrying out of the Works. No claim for extension of time or additional loss and expense in this respect shall be entertained.

15.0 STATUTORY OBLIGATIONS (Cont'd)

15.07 Notice to Utility Companies, etc.

The Contractor shall give due notices of demolitions to the Gas, Electric, Telephone and any other utility company or statutory undertaker whose installations may be affected by the Works under this Contract.

15.08 Notice to Hong Kong Police Force

The Contractor shall inform the Police Force of the extent of the Works under this Contract, obtain their requirements as to hours of work, traffic arrangements, watching and lighting, etc. required and no claim from the Contractor for an extension of time or additional expenses incurred by him under this heading will be entertained.

15.09 Illegal Immigrants

The Contractor shall comply with the Immigration (Amendment) Ordinance 1990 which prohibits the employment of illegal immigrants.

The Contractor shall take all necessary practical steps against employment of illegal immigrants.

The Contractor shall continue to take all practicable steps to determine that all persons employed in connection with the Works are lawfully employable and are not illegal immigrants.

16.0 PROTECTION OF PUBLIC PROPERTY, ETC.

16.01 Protection of Public

The Contractor is to take every precaution necessary to protect the public from injury or death during the course of the Works.

16.02 Protection of Public Property

The Contractor shall maintain and protect all public property and roads and property of the utility companies and bear all costs incurred in making good any damage caused thereto.

16.03 Protection of Adjoining Property

The Contractor shall take every precaution necessary to protect adjoining property from damage and shall bear all costs incurred in remedying damage caused through lack of proper care on his part.

16.0 PROTECTION OF PUBLIC PROPERTY, ETC. (Cont'd)

16.04 Protection and Maintenance of Existing Slopes

slope within  
and around  
the site

Any existing slopes within and around the Site are under the care of the Contractor.

The Contractor shall provide, maintain and remove on completion all necessary temporary surface water drainage to protect all slopes, roads, and existing nullah retaining and parapet wall paths from landslips, subsidence, etc.

The Contractor shall phase the Works as necessary to maintain the stability of all existing slopes and to prevent landslips. The Contractor is to comply with all reasonable directions of the Architect and Building Authority in this respect and his tender is deemed to include for any extra cost involved.

All landslips, subsidence etc. caused by any negligence, omission or default of the Contractor, shall be made good by the Contractor at his own expense.

16.05 Maintenance of Existing Roads, Footpaths, Steps, etc.

The Contractor shall protect and maintain all existing roads, footpaths, steps, etc. and reinstate any damage caused by any reason whatsoever during the progress of the Works.

It will be the Contractor's responsibility to ensure that the roads leading to and around the Site are kept free from obstruction brought about by the work on this Site and in no way shall he cause any hindrance to traffic or ancillary works either by his own vehicles, or by his workpeople, materials, etc.

The Contractor shall be responsible for repairing damage to private streets and access roads if deterioration occurs during the contract period.

16.0 PROTECTION OF PUBLIC PROPERTY, ETC. (Cont'd)

16.06 Maintenance of Existing Trees and Shrubs

The Contractor shall take every reasonable precaution possible to preserve all existing trees and shrubs within the boundary lines and not affected by the works. Trees and shrubs within the boundary lines and adjoining to the Site shall not be cut down without the prior approval of the Architect.

The Contractor shall bear all costs incurred for the making good of, or replacing any damaged trees and shrubs and indemnify the Employer against any claims arising from such damage to or subsequent death of existing trees and shrubs.

16.07 Maintenance of Existing Services

The Contractor shall ensure that any existing services such as electric power, telephone, water, gas or drainage to adjacent properties and buildings which pass through the Site are maintained during the course of the Works.

The Contractor shall arrange and co-ordinate with statutory undertakers or the utility companies for any necessary disconnection or diversion of drains or other services and paying all costs and charges in connection therewith.

The Contractor shall allow for all temporary diversion of existing utilities and services necessary for the completion of the Works. No claim for any extra time, direct loss / expenses and monetary compensation of whatsoever nature arising from the diversion works shall be entertained.

If any existing services are damaged during the execution of the Works, the Contractor shall immediately notify the Architect, the Employer and relevant authorities or utility companies as necessary. The Contractor shall bear all the costs of making good the damages and the costs of provision of any temporary services as may be required by the Employer for its continuing operation.

allow for utility disconnection and diversion

16.0 PROTECTION OF PUBLIC PROPERTY, ETC. (Cont'd)

16.07 Maintenance of Existing Services (Cont'd)

Any services that the Contractor requires to be diverted to suit his method of construction shall be diverted by the relevant authorities and/or adjacent owners and the Contractor shall bear all costs and charges in respect thereof.

no adjacent work during alteration to service

Where alterations to services are necessitated by the Works, no adjacent work shall commence until the alterations have been made.

If, in the Architect's opinion, damage may be caused by the operation of mechanical plant over or adjacent to services, the Contractor shall be required to excavate by hand in their vicinity. The Contractor shall be responsible for any damage, accidental or otherwise, and shall make good such damage as required at his own expense.

Before excavations are carried out near utility services by means of mechanical plant, the Contractor shall carry out full and adequate preliminary investigations to locate utility services by means of hand-dug trial holes. The Contractor shall allow for making such enquiries and investigations as necessary to check and confirm the positions of all utility services before commencing work.

16.08 Construction of Retaining Walls etc. Close to Buildings, Roads and Other Structures

The Contractor shall take care in constructing retaining walls etc. near buildings, roads and other structures and the Contractor shall bear all costs incurred in remedying any damage caused through lack of proper care on his part.

The Contractor shall provide all necessary additional planking, strutting and shoring to the sides of excavations adjacent to buildings, roads and other structures and take special care to prevent subsidence or other damage.

16.0 PROTECTION OF PUBLIC PROPERTY, ETC. (Cont'd)

16.09 Restrict Nuisance of Dust and Noise

The Contractor is to take all necessary steps to restrict the nuisance of dust and noise. Pneumatic drills shall be fitted with silencers. Compressors shall be in good order to run as quietly as possible and shall be placed in position as far away as possible from adjoining premises. The Contractor shall take care to abate the nuisance caused by dust and shall sprinkle dusty areas with water frequently.

The Contractor shall comply with and observe the Noise Control Ordinance and Air Pollution Control Ordinance and the relevant subsidiary regulations in force in Hong Kong.

The Contractor should apply at his own expense and risk for the noise permit from the Environmental Protection Department if necessary.

16.10 Suppressors

All mechanical plant shall be fitted with radio and T.V. interference suppressors.

17.0 INSURANCE AND SURETY (See also Standard Conditions of Contract Clauses 20, 21, 22, 22A and 33)

17.01 Employees' Compensation Insurance

The Contractor shall effect and maintain employees' compensation insurance in accordance with Clause 21.1 of the Conditions of Contract.

The Contractor is solely responsible for liability for accidents or injuries to his workpeople.

The Employer shall not be liable for or in respect of any damages for compensation under the Employees' Compensation Ordinance, the Fatal Accidents Ordinance and any revision or amendment thereof or at common law by or in consequence of any accident or injury to any employee or other person whether in the employment of the Contractor or any of his sub-contractors of every tier and the Contractor shall indemnify and keep indemnified the Employer against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

17.0 INSURANCE AND SURETY (Cont'd)

17.01 Employees' Compensation Insurance (Cont'd)

joint name

The policies shall be extended to cover the Employer's liability under any statute or ordinance or at common law. For this purpose, the policies shall be issued on a "joint names" basis, i.e. in the names of the Employer, the Contractor and of all his domestic sub-contractors whilst engaged in business connected with the Works.

min 200M  
for > 200ppl

The policies shall be effected with a minimum cover of at least \$200 million (or \$100 million if the number of employees in relation to whom the policy is in force is less than 200) for any one event in respect of claims arising out of the Employees' Compensation Ordinance, the Fatal Accidents Ordinance and any revision or amendment thereof and at common law.

Should the Contractor opt to incorporate the above requirements by means of effecting endorsement to cover the Employer's liability as principal using standard Endorsement W.338 or the like on his Employees' Compensation Insurance Policy, the Contractor shall be aware that the first proviso of which with regard to the exclusion of any cover in respect of any injury by accident or disease due to or resulting from any act, default or neglect of the Employer, his servants or agents will not be acceptable for the purpose of the Contract and must therefore be deleted.

17.0 INSURANCE AND SURETY (Cont'd)

17.02 Third Party Insurance

The Contractor shall effect and maintain the third party liability insurance in accordance with Clause 21.2 of the Conditions of Contract.

The Contractor under the insurance in respect of each and every occurrence of loss or damage shall be responsible for the following excess amounts :

Excess Amounts	
<b>Liability to Third Party</b>	
Loss or damage caused by:	
• Water	\$ 150,000 or 20% (whichever is the greater)
• Underground services	\$ 150,000 or 20% (whichever is the greater)
• Vibration or removal / weakening of support	\$ 250,000 or 20% (whichever is the greater)
• Employer's property	\$ 250,000 or 20% (whichever is the greater)
• Bodily injury to third parties including Employer's employees or visitors	\$ 150,000
• All other loss or damage	\$ 150,000

If the Contractor considers the limit of indemnity for any one accident to be inadequate to cover his contractual obligations he is at liberty to take out a policy with an increased limit of indemnity but any additional premium or differential in premium shall be at his own expense.

C can increase  
if feel inadequate

17.0 INSURANCE AND SURETY (Cont'd)

17.03 Contractors' All Risks Insurance

The Contractor shall effect and maintain the Contractors' All Risks Insurance in accordance with Clause 22 and 22A of the Conditions of Contract.

There shall be an escalation clause in the policy for an amount equal to 10% of the work insured.

The Contractor under the insurance in respect of each and every occurrence of loss or damage shall be responsible for the following excess amounts :

Excess Amounts	
<b>Material Damage</b>	
Loss or damage caused by:	
• Storm, tempest, earthquake, subsidence, collapse, vibration or removal or weakening of support	\$ 200,000
• Fire, theft, burglary or robbery	\$ 200,000
• Defective design, workmanship or material	\$ 250,000
• Water	\$ 150,000 or 20% (whichever is the greater)
• Scaffolding, shuttering, formwork, timbering, screens, fencing and hoardings	\$ 150,000 or 50% (whichever is the greater)
• All other loss or damage	\$ 125,000

17.0 INSURANCE AND SURETY (Cont'd)

17.04 Insurance Company

The Contractor shall furnish an undertaking letter from the insurance company confirming that the third party insurance and Contractors' All Risks Insurance policies comply fully with the Conditions of Contract and this Preliminaries Bill.

17.05 Surety Bond

The Contractor shall obtain the guarantee of a bank or insurance company, approved by the Architect, to be bound to the Employer in a sum as stated in the Appendix to the Standard Conditions of Contract for the due performance of this Contract.

The Architect will not approve the nomination of any Bank or insurance company having associated company connections with the Contractor. The Contractor may be required to furnish evidence that no such association exists.

The surety bond shall be provided within one calendar month from the award of the Contract. Should the Contractor fail to provide the Bond within the time stated, monies equal to the amount of the Bond may be held by the Employer from any monies otherwise stated as due in payment certificate until an acceptable Bond is eventually provided.

The surety bond shall be extended, at the Contractor's expense if the contract period is extended for reasons other than delay through causes set out in clause 27 of the Standard Conditions of Contract.

18.0 GENERAL OBLIGATIONS

18.01 Overtime

Should the Contractor consider that it may become necessary to cause overtime to be worked in order to complete the Works by the Completion Date, he must allow for such a contingency in his tender price. No claim for any extra in this connection will be considered.

The Contractor shall apply to the relevant government departments for approval and also give the Architect written notice of his intention to work overtime.

allow for OT

18.0 GENERAL OBLIGATIONS (Cont'd)

18.02 Labour

The Contractor and any Nominated Sub-Contractor shall provide and employ on the Site in connection with the execution and maintenance of the work :

- a) Only such technical assistants as are skilled and experienced in their respective callings and such sub-agents, foremen and leading hands as are competent to give proper supervision to the work they are required to supervise; and
- b) Such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution and maintenance of the Works.

A can remove person employed

The Architect shall be at liberty to object to and require the Contractor and any Nominated Sub-Contractor to remove forthwith from the Works any person employed by the Contractor or by a Nominated Sub-Contractor who in the opinion of the Architect misconducts himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the Architect to be undesirable and such person shall not be again employed upon the Works without the written permission of the Architect.

Any person so removed from the Works shall be replaced as soon as possible by a competent substitute approved by the Architect.

18.03 Construction Manager (See also Standard Conditions of Contract, Clause 10)

competency

The Contractor shall constantly keep upon the Works a site management and supervisory team of sufficient strength with personnel of appropriate qualifications, seniority and experience, having regard to the size, complexity and nature of the Works, to organize, manage, plan, supervise, inspect and superintend to carry out all other duties necessary to ensure that all the Contractor's obligations under the Contract are carried out properly and efficiently.

full time

A's consent

The site management and supervisory team shall be headed by a construction manager who shall be dedicated full time to the Works. The appointment of the construction manager shall have been consented to in writing by the Architect prior to the commencement of the Works and the Contractor shall not remove or replace him or any of the key management personnel without the Architect's written consent.

18.0 GENERAL OBLIGATIONS (Cont'd)

18.03 Construction Manager (Cont'd)

A services engineer shall be a member of the team and will act as a co-ordinator for all building services installations carried out by the Contractor, the Nominated Sub-Contractors, specialist contractors and utility companies.

The co-ordination of services shall be deemed to include :

- (a) The acquisition and checking of all design drawings from the Architect and those to be provided under any subcontract or contract for specialist work for the compatible integration of all the work, including recommending to the Architect, for his approval, design solutions to eliminate any conflict between the positioning of any work, and to provide adequate space for the routing of all such work and for subsequent maintenance of the various installations in accordance with good practice.
- (b) In conjunction with the sub-contractors, the production and provision of finalised master co-ordination drawings and/or combined services drawings incorporating all design solutions approved by the Architect and showing the integration of all services to be carried out by the Contractor and his sub-contractors.
- (c) The establishment of a detailed sequence of work to enable the expeditious completion of the Works and all Specialist works and works carried out by utility companies.
- (d) The co-ordination of all building services sub-contractors for the timely completion of all testing/commissioning works, submission of manuals and as-fitted drawings including the completion of all outstanding works and rectifications of defects during the Defects Liability Period.
- (e) The co-ordination of all sub-contracts for the timely submission of BEAM Plus document in collaboration with The BEAM Plus Consultant.

18.0 GENERAL OBLIGATIONS (Cont'd)

18.04 Visitors

The Contractor shall not allow any unauthorised visitors on the Site. He shall keep a visitors book for persons authorised to visit the Site and provide safety helmets for such visitors.

18.05 Workmen Living on Site

Unless the Architect gives written permission no workmen will be allowed to live on the Site apart from the necessary number of watchmen.

18.06 Watching

The Contractor shall keep efficient watchmen on the Works day and night and provide all necessary lighting, guards, barriers and all safeguards for the prevention of fire, accidents and losses.

MC responsible  
for NSC's MOS,  
but not plant

The Contractor shall be solely responsible for the safety from damage or theft of all materials, plant, machinery, tools and scaffolding and also for all Nominated Sub-Contractors' and Specialist Contractors' fixed and unfixed materials, goods etc. delivered to the Site.

The Contractor shall not be responsible for Nominated Sub-Contractors and Specialist Contractors' plant, tools, equipment and the like.

18.07 Protection and Cleaning of All Trades

The Contractor is to amply protect all finished Works including electrical and sanitary fittings, built-in fixtures, metal work, glass, tiles and other wall and floor finishings, and will be responsible for any damage caused by carelessness and negligence in this respect.

At the completion of the Works, clean up after all trades and remove all marks, stains, finger prints and other soil or dirt from all finished surfaces, ease and adjust all doors, windows, drawers, etc., check and oil all hardware, cut out cracks in plastering and make good, clean all wall linings, floors and glass inside and out, touch up all painted and polished work and clean out all gutters and channels.

The Contractor shall clear away from the Site all plant, surplus building materials, earth and rubbish and leave the premises clean and fit for occupation to the entire satisfaction of the Architect.

18.0 GENERAL OBLIGATIONS (Cont'd)

18.08 Fire Protection

The Works shall be kept free from fire hazard and the Contractor shall take all possible precautions and provide all necessary fire fighting equipment and properly trained staff.

18.09 Clearing Away Rubbish During the Progress of the Works

The Contractor shall remove all rubbish, crates, wrappings, surplus materials, etc. from the Site as soon as is possible and at frequent intervals during the progress of the Works so as to maintain unhindered access to and easy inspection of all work. The Contractor shall construct rubbish chutes connected to all floors and shall provide proper bulk bins of adequate size at the Site for storage of rubbish which shall be removed to disposal grounds in accordance with the regulations of any authorities having jurisdiction with regard to the Works.

If, in the Architect's opinion, the Contractor fails to provide proper bulk bins or remove rubbish from the Site after reasonable notice in writing has been given by the Architect or notice received from the relevant authorities the Employer reserves the right to employ outside labour to remove rubbish and deduct all costs and expenses incurred therefor from any money due or to become due to the Contractor.

The Nominated Sub-Contract documents require all Nominated Sub-Contractors to deposit their rubbish at specific locations in the Works designated by the Contractor and the Contractor shall be solely responsible for further removal therefrom.

Burning of rubbish on the Site will not be permitted.

18.10 Removal of Water

The Contractor shall keep the Site and the Works including all excavations free from water by pumping or otherwise. Allowance shall be made for removal of all water and this shall be deemed to include rain, storm, spring, percolating or running water.

To prevent mosquitoes breeding no accumulation of water is to be permitted at any time.

if MC fails,  
E may employ  
outside labour

NSC deposit at  
specific location,  
MC remove

no water accumulation

18.0 GENERAL OBLIGATIONS (Cont'd)

18.11 Setting Out (See also Standard Conditions of Contract Clause 7)

The Contractor shall set out the Works and provide all instruments etc. and labour required by the Architect for checking any work.

The Contractor shall verify all dimensions and ground levels shown before commencing work.

The Contractor shall check the levels and boundaries of the Site, or any section thereof, within seven days of taking possession thereof and report to the Architect if there is any discrepancy. No liability will be admitted, nor claim allowed, due to errors in setting out which should have been avoided had the Contractor compiled with this provision.

18.12 Preparation for Substantial Completion

The Contractor shall carry out all necessary preparatory works well in advance of the Substantial Completion.

18.13 Special Protection for Curtain Wall and Glass Wall

The curtain wall and glass wall will be manufactured and installed by a Nominated Sub-Contractor.

The Contractor shall procure that the Nominated Sub-Contractor shall install the curtain wall and glass wall (together with associated glazing and accessories) in perfect condition to meet the requirements of the Nominated Sub-Contract documents. The Contractor shall procure that during and after the installation on a unit by unit basis the Nominated Sub-Contractor shall provide protection to the external and internal surfaces of the curtain wall and glass wall in accordance with the Nominated Sub-Contract Specification - Technical.

18.0 GENERAL OBLIGATIONS (Cont'd)

18.13 Special Protection for Curtain Wall and Glass Wall (Cont'd)

In order to ensure that these requirements are fulfilled the Architect will undertake periodic inspections of areas of installed work together with the Contractor and the Nominated Sub-Contractor. The condition of installed work will be noted and officially recorded. The Contractor shall procure that prior to the date of such official record of inspected work, the Nominated Sub-Contractor shall provide what is necessary and adequate to protect the curtain wall and glass wall from being damaged due to other construction operations on the Site. From the date of such official record of inspected work it shall be the sole responsibility of the Contractor to ensure that the protection is not damaged or removed. Any damage to the installed curtain wall and glass wall due to other construction operations on the Site from the said date shall be the sole liability of the Contractor. The Contractor is to take special precautions and/or apply further protection to avoid damage due to weld splatter, spray materials, concrete or concrete slurry, alkaline or acidic washes, paint, bitumen and any other deleterious substances.

At such time as may be directed by the Contractor, the Nominated Sub-Contractor shall remove the protection applied by him.

The installation of the curtain wall and glass wall will proceed prior to completion of the structure. Notwithstanding the provisions for phased transfer of the responsibility for protection the Contractor shall at all times from commencement of the curtain wall and glass wall work provide adequate protection to the external surfaces as is necessary to protect the walling from damage. Such protection shall be erected at such heights and to such facades to be agreed with the Nominated Sub-Contractor and as is necessary to comply with safe and competent building practice. Raking fans shall be provided as protection from falling debris, etc. and shall be dismantled and re-erected by the Contractor as necessary.

The Contractor shall also at all times after the commencement of the installation of the curtain wall and glass wall provide sufficient personnel and take all precautions necessary to ensure that all workpeople on the Site respect the architectural integrity of the installed curtain wall and glass wall.

A space has been provided in the "Prime Cost and Provisional Sums" bill for the tenderer to insert his attendance allowance on the Nominated Sub-Contractor's work for the Curtain Wall, Glass Wall and Metal Cladding which allowance shall include the cost or the extra cost of providing the preceding special protection.

NSC provide protection,  
MC to ensure not damaged since inspection

18.0 GENERAL OBLIGATIONS (Cont'd)

18.14 Blasting

Blasting will not be permitted.

18.15 No Smoking on Site

Smoking is strictly forbidden in all areas of the Site during the course of the Contract.

19.0 TEMPORARY WORKS

19.01 Plant, Tools, etc. and Scaffolding

The Contractor shall provide and maintain in good working order all mechanical equipment, plant, tools, implements, ladders, tarpaulins and the like necessary for the proper and timely execution and protection of the Works.

The Contractor shall provide, erect, alter if necessary and maintain all necessary scaffolding to the satisfaction of the Architect and remove on completion and make good all work disturbed.

The Contractor will not be permitted to take support from windows for erecting scaffolding or plant. The method of securing the scaffolding and plant shall be to the Architect's approval.

The maintenance of all plant shall be undertaken outside normal working hours and the Contractor shall provide sufficient reserve plant of all kinds to ensure that the work is not interrupted by breakdown of plant.

The Contractor shall erect and maintain suitable and safe ladders and gangways for the Architect, the Architect's representative to thoroughly inspect any portion of the Works, with complete safety.

19.0 TEMPORARY WORKS (Cont'd)

19.02 Hoardings, Screens, etc.

The existing hoardings and the access gantries around the Site will become the property of the Contractor free of charge and shall be altered, added and relocated, as may be necessary, and properly maintained during the progress of the Contract and removed on completion and the Contractor shall make good all works disturbed. The Contractor shall erect any additional hoardings that may be required.

The Contractor shall particularly note that existing or additional hoardings may be outside site boundary. The Contractor shall allow for all costs associated with working outside site boundary and time for making application to relevant authorities. No claims for additional costs or extension of the contract period on the ground of working outside site boundary.

All modification or additional works to existing hoardings, etc. shall be erected before any excavation commences.

The Contractor's prime attention is drawn to that the approved hoarding plans as included in the Tender Documents indicate only the general positioning and design intent of the hoardings etc. requirements.

The Contractor shall be deemed to have allowed for all time and expenses in connection with all the modification or additional works to the approved design of the hoardings etc. in order to suit the construction sequence and ensure public safety all as required by the Building Authority and as directed by the Architect and the Structural Engineer to their satisfaction.

The Contractor shall be responsible for any preparation and statutory submission of hoarding or covered walkway plan in case any amendment is required to suit his method of construction.

allow for hoarding outside boundary

allow for modification and additional

MC liable for all hoarding submission

19.0 TEMPORARY WORKS (Cont'd)

19.02 Hoardings, Screens, etc. (Cont'd)

The Contractor shall allow for any alteration, addition and relocation of the hoardings, etc. to suit the sequence of works including preparation and submission of all necessary hoarding plan and calculation, excavation permit, traffic impact assessment, traffic management measures, relocation of street furnitures and traffic signs, etc. to the government departments for acceptance prior to commencement of relevant section of works. The Contractor shall be deemed to have allowed for any extra expenses and disruption so incurred in his tender.

The Contractor shall provide all lighting to hoardings, covered walkways, fencing etc. as may be required by the authorities and as directed by the Architect.

The Contractor shall prepare and paint all surfaces with colours to be selected by the Architect.

19.03 Contractor's Storage Sheds, Workshops and Offices

The Contractor shall provide for his own use all necessary workshops, messrooms, offices and sheds of suitable construction for the storage of materials, maintain them in good order to the satisfaction of the Architect, remove on completion of the Works and make good the Site.

Materials may be stored in completed sections of the Works provided that no section of the structure is loaded in excess of the design loading and no hindrance is caused to the progress of the Works or access thereto or to partial completion of Works where this is required.

All materials on the Site and in the building shall be stored in a neat and orderly manner.

Separate inflammable goods storage sheds must be provided in an approved location. No inflammable goods such as oil based paints, kerosene, thinners, cellulose lacquers, bitumen or bitumen based products etc. will be permitted to be stored in the building under construction.

19.0 TEMPORARY WORKS (Cont'd)

19.04 Office for Architect, Architect's Representative and Resident Site Staff

The Contractor shall provide and maintain a suitable weathertight site office with office equipment and furniture for the Architect, the Architect's representative and Resident Engineer. The office shall have a minimum total floor area of 60 m<sup>2</sup>, be of sufficient strength and adequately braced and anchored to resist tropical cyclones and of a quality to meet the approval of the Architect.

Telephone and internet connections are to be made available on commencement of the Works.

The Contractor shall provide air-conditioners with all the corresponding necessary power, lights and power points and drinking water supply and provide for the accommodation to be properly cleaned daily.

The Contractor shall provide the reasonably necessary clerical support and shall be responsible for all consumables, charge, fees etc.. All office equipment is to be maintained on a regular basis.

All office equipment and furniture is to be maintained on a regular basis and the Contractor shall be responsible for all consumables, charges, fees etc.

The Contractor shall re-locate the offices as and when required to suit his sequence of works or the direction of the Architect.

The Contractor shall be solely responsible for the cleaning, safety and security of the office for the Architect, the Architect's representative and Resident Engineer.

The Contractor shall provide adequate accommodation for the Architect, the Architect's representative and Resident Engineer during any relocation.

The office and toilet accommodation are to be removed on completion of the Works and the Site made good to the satisfaction of the Architect.

19.0 TEMPORARY WORKS (Cont'd)

19.05 Temporary Latrines

The Contractor shall provide and maintain efficient and sanitary latrine accommodation for the use of male and female labour employed on the Works and keep the whole of the Site and buildings in a clean and sanitary condition to the satisfaction of the Architect and of the Director of Food and Environmental Hygiene and remove on completion.

19.06 Positions of all Site Offices, Temporary Latrines, Sheds, Hoists and the like

The Contractor shall submit to the Architect for approval proposals for the positions of all site offices, temporary latrines, sheds, hoists and the like. After receiving approval from the Architect, he shall submit the proposals with the required form to the Building Authority for approval.

19.07 Temporary Supports

C to design  
temp work

if A design,  
as if were  
C's own

The Contractor shall provide all necessary temporary supports including, inter alia, shoring, propping, strutting, planking and strutting, sheet piling, etc. whether for the support of excavation, new work under construction or of existing buildings and existing slopes. All such temporary supports shall be designed by the Contractor to the approval of the Architect and the Building Authority. The Contractor shall be responsible for its safety throughout the period of the Works and no indication of approval or disapproval of such temporary supports by the Architect shall be interpreted as in any way reducing the Contractor's responsibility in this respect. Should the Architect in lieu of the Contractor subsequently undertake to provide drawings detailing the requirements for temporary supports and should the Architect obtain the approval of the Building Authority to these proposals, then the Contractor shall construct the temporary supports in accordance with such drawings at no extra cost, as if they were his own design.

19.08 Telephones

The Contractor shall provide telephones on the Site for use also by the Architect, all Nominated Sub-Contractors etc. and others legitimately employed on the Site including paying all charges and removing on completion.

19.0 TEMPORARY WORKS (Cont'd)

19.09 Water for the Works

The Contractor shall provide and distribute all necessary water at the Site for the carrying out of the Works, including the Works of Nominated Sub-Contractors, Specialist Contractors employed direct by the Employer, statutory undertakers and utility companies including the erection and removal of temporary plumbing and storage and the payment of all fees and charges.

The Contractor shall provide and distribute water free of charge to Nominated Sub-Contractors, Specialist Contractors employed direct by the Employer, statutory undertakers and utility companies.

Should the Contractor intend to use water from the government mains he shall apply for a temporary water supply at an early stage of the mobilization period. No extension of time will be granted for any delay in obtaining a temporary water supply.

19.10 Lighting and Power

The Contractor shall provide all necessary electric lighting and power at the Site for the carrying out of the Works including the Works of Nominated Sub-Contractors, Specialist Contractors employed direct by the Employer, statutory undertakers and utility companies and including all electric power to enable all Nominated Sub-Contractors and Specialist Contractors to check, test and commission their installations to meet the requirements of the Architect and all others having jurisdiction.

The Contractor shall be responsible for all site works in distributing electricity including, but not limited to, provision, installation and subsequent removal of temporary main switch board, distribution boards, cables, wiring, junction boxes, transformers, lights and all other accessories.

The whole installation is to comply with the latest edition of the IEE Regulations produced by the Institution of Engineering and Technology and all requirements of the electricity supply company.

19.0 TEMPORARY WORKS (Cont'd)

19.10 Lighting and Power (Cont'd)

The Contractor shall provide and distribute electricity free of charge to Nominated Sub-Contractors, Specialist Contractors employed direct by the Employer, statutory undertakers and utility companies.

Should the Contractor intend to use electricity from the mains he shall apply for a temporary electricity supply at an early stage of the mobilization period. No extension of time will be granted for any delay in obtaining a temporary electricity supply.

19.11 Temporary Roads

The existing temporary working platform within the Site will be handed over to the Contractor and will become the property of the Contractor free of charge and shall be altered, added and relocated, as may be necessary, and properly maintained during the progress of the Contract and removed and the Contractor shall make good all works damaged and disturbed upon completion of the Contract to the satisfaction of the Architect. The Contractor shall erect any additional temporary working platform that may be required.

The Contractor shall also form and maintain all necessary temporary roads and paths to provide adequate access to and within the Site and reinstate the Site and all works damaged or disturbed upon completion of the Contract to the satisfaction of the Architect.

The layout of the proposed temporary roads and paths must be submitted to the Architect for his approval. The Architect may issue instructions to the Contractor regarding the layout and method of forming temporary roads and paths and the Contractor shall comply with these instructions at no extra cost. All such temporary roads and paths shall be designed by the Contractor to the approval of the Architect and the Building Authority. The Contractor shall be responsible for its safety throughout the period of the Works and no indication of approval or disapproval of such temporary roads and paths by the Architect shall be interpreted as in any way reducing the Contractor's responsibility in this respect.

19.0 TEMPORARY WORKS (Cont'd)

19.12 Restriction of Advertising

No advertising, other than that given by the name board specified will be permitted on the Site, except with permission in writing from the Architect. The Architect may instruct the Contractor to remove advertisements, etc., from the Works, whether erected by the Contractor or not.

Publicity releases relating to this project should be first submitted to the Employer and the Architect for approval.

19.13 Name Board

The existing name board will become the property of the Contractor free of charge and shall be altered and adapted as may be necessary and properly maintained during the progress of the Works.

The Contractor shall take over the name board and be required to carry out all necessary re-painting and re-installation that may be necessary during the progress of the Works. No notice other than that approved by the Architect will be permitted on the Site.

The Contractor shall remove the name board on completion and make good all works disturbed.

19.14 Other Temporary Works

The Contractor shall provide **all other necessary temporary works** not specifically mentioned herein.



17.0 INSURANCE AND SURETY (See also Standard Conditions of Contract Clauses 20, 21, 22, 22A and 33) \*\*

17.01 Employees' Compensation Insurance

The Contractor shall effect and maintain employees' compensation insurance in accordance with Clause 21.1 of the Conditions of Contract.

The Contractor is solely responsible for liability for accidents or injuries to his workpeople.

The Employer shall not be liable for or in respect of any damages for compensation under the Employees' Compensation Ordinance, the Fatal Accidents Ordinance and any revision or amendment thereof or at common law by or in consequence of any accident or injury to any employee or other person whether in the employment of the Contractor or any of his sub-contractors of every tier and the Contractor shall indemnify and keep indemnified the Employer against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

The policies shall be extended to cover the Employer's liability under any statute or ordinance or at common law. For this purpose, the policies shall be issued on a "joint names" basis, i.e. in the names of the Employer, the Contractor and of all his domestic sub-contractors whilst engaged in business connected with the Works.

The policies shall be effected with a minimum cover of at least \$200 million (or \$100 million if the number of employees in relation to whom the policy is in force is less than 200) for any one event in respect of claims arising out of the Employees' Compensation Ordinance, the Fatal Accidents Ordinance and any revision or amendment thereof and at common law.

Should the Contractor opt to incorporate the above requirements by means of effecting endorsement to cover the Employer's liability as principal using standard Endorsement W.338 or the like on his Employees' Compensation Insurance Policy, the Contractor shall be aware that the first proviso of which with regard to the exclusion of any cover in respect of any injury by accident or disease due to or resulting from any act, default or neglect of the Employer, his servants or agents will not be acceptable for the purpose of the Contract and must therefore be deleted.

17.0 INSURANCE AND SURETY (Cont'd)

17.02 Third party insurance

The Contractor/Employer\* shall effect and maintain the third party liability insurance in accordance with Clause 21.2 of the Conditions of Contract.

The Contractor under the insurance in respect of each and every occurrence of loss or damage shall be responsible for the following excess amounts :

	Excess Amounts
<b>Liability to Third Party</b>	
Loss or damage caused by:	
• Water	\$ 150,000 or 20% (whichever is the greater)
• Underground services	\$ 150,000 or 20% (whichever is the greater)
• Vibration or removal / weakening of support	\$ 250,000 or 20% (whichever is the greater)
• Employer's property	\$ 250,000 or 20% (whichever is the greater)
• Bodily injury to third parties including Employer's employees or visitors	\$ 150,000
• All other loss or damage	\$ 150,000

If the Contractor considers the limit of indemnity for any one accident to be inadequate to cover his contractual obligations he is at liberty to take out a policy with an increased limit of indemnity but any additional premium or differential in premium shall be at his own expense.

Note to Surveyors

- \* Delete as appropriate.
- (a) All figures refer to the loss or damage amounts.
- (b) The excess amounts stated above are indicative only and may vary depending on the project nature.
- (c) The Employer's particular attention shall be drawn to the suggested limit of coverage and amounts of excess in the third party insurance.
- (d) Separate and/or Specialist Contractors shall take out their own third party insurance.

**17.0 INSURANCE AND SURETY (Cont'd)**

**17.03 Contractors' All Risks Insurance**

The Contractor/Employer\* shall effect and maintain the Contractors' All Risks Insurance in accordance with Clause 22 and 22A / 22B / 22C\* of the Conditions of Contract.

There shall be an escalation clause in the policy for an amount equal to \*\*% of the work insured.

The Contractor under the insurance in respect of each and every occurrence of loss or damage shall be responsible for the following excess amounts :

Contract Value :	Excess Amounts			
	> \$1,000 Million (#)	\$200 Million - \$1,000 Million (#)	\$100 Million - \$200 Million (#)	< \$ 100 Million (#)
<b>Material Damage</b>				
<b>Loss or damage caused by:</b>				
• Storm, tempest, earthquake, subsidence, collapse, vibration or removal or weakening of support	\$ 200,000	\$ 150,000	\$ 100,000	\$ 50,000
• Fire, theft, burglary or robbery	\$ 200,000	\$ 150,000	\$ 75,000	\$ 25,000
• Defective design, workmanship or material	\$ 250,000	\$ 200,000	\$ 125,000	(n/a)
• Water	\$ 150,000 or 20% (whichever is the greater)	\$ 125,000 or 20% (whichever is the greater)	\$ 75,000 or 20% (whichever is the greater)	\$ 50,000 or 20% (whichever is the greater)
• Scaffolding, shuttering, formwork, timbering, screens, fencing and hoardings	\$ 150,000 or 50% (whichever is the greater)	\$ 100,000 or 50% (whichever is the greater)	\$ 75,000 or 50% (whichever is the greater)	\$ 30,000 or 50% (whichever is the greater)
• All other loss or damage	\$ 125,000	\$ 100,000	\$ 75,000	\$ 50,000

**17.0 INSURANCE AND SURETY (Cont'd)**

**17.04 Insurance company**

The Contractor shall furnish an undertaking letter confirming that the third party insurance and Contractors' All Risks Insurance policies comply fully with the Conditions and these "Preliminaries" clauses.

The aforesaid letter shall also provide an undertaking from the insurer to inform the Employer of any cessation of the insurance policies due to any reason whatsoever. \*

**Note to Surveyors**

\* Delete as appropriate.

Clause 22A - Insurance of the Works taken out by the Contractor (New Works)

Clause 22B - Insurance of the Works taken out by the Employer (New Works)

Clause 22C - Insurance of the existing building and insurance of the Works by the Employer

\*\* Should be affected by the length of the contract period. 10% is the average per year for a normal contract.

(#) Select the Contract Value as appropriate

(a) All figures refer to the loss or damage amounts.

(b) The excess amounts stated above are indicative only and may vary depending on the project nature.

(c) The Employer's particular attention shall be drawn to the suggested escalation %, amounts of coverage and excess in the Contractors' All Risks Insurance.

(d) Separate and/or Specialist Contractors shall take out their own Contractors' All Risks Insurance.