

TENDER DOCUMENTS

**CONTRACT WORKS FOR UNDERGROUND STREET
FIRE HYDRANT INSTALLATION FOR PSFSC**

FOR **UPGRADING MAI PO NATURE RESERVE
INFRASTRUCTURE**

AT **MAI PO, SAN TIN, YUEN LONG, NEW
TERRITORIES**

FOR **WORLD WIDE FUND FOR NATURE HONG KONG**

PROJECT MANAGER **Faithful + Gould**

ARCHITECT **Thomas Chow Architects Limited**

ENGINEER **Aurecon Hong Kong Limited**

QUANTITY SURVEYORS



**REF
HK-4547/NF
JUN 2019**

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CONDITIONS OF TENDER

CONDITIONS OF TENDER

1. The following is a list of Documents issued for Tender purposes :-
 - (a) The tender document containing the following:-
 - (i) Conditions of Tender with Appendix A
 - (ii) Form of Tender with Appendix A
 - (iii) Special Conditions of Contract
 - (iv) Specification:
 - (a) Section A – Preliminaries
 - (b) Section B – Technical Specification
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Listed in the Code of Conduct stated in WWF Guidelines for
Consultant and Contractor
 - (v) Schedule of Rates and Summary of Tender
 - (vi) Tender drawings as listed in the Appendix 'A' to Conditions of Tender
2. One copy of the book AND one CD / DVD containing the scanned copy in pdf format of the documents referred to in 1(a) above and 3 below shall be enclosed in a sealed envelope, endorsed "Tender for Contract Works for Underground Street Fire Hydrant Installation for PSFSC for Upgrading Mai Po Nature Reserve Infrastructure at Mai Po, San Tin, Yuen Long, New Territories" and be addressed to :-

Arcadis Hong Kong Limited
9/F, Assun Pacific Centre,
41 Tsun Yip Street,
Kwun Tong,
KOWLOON

Attn : Ms. Mandy Lam / Mr. Regent Tsui

and be deposited there ON OR BEFORE THE TIME STATED IN THE LETTER OF INVITATION TO TENDER.
3. The tenderer is to submit the following together with the tender :-
 - (a) The Form of Tender completed, signed, witnessed and dated and the Schedule of Quantities and Rates and Summary of Tender fully priced and totaled. The Sum shown in the Form of Tender must agree with the total of Summary of Tender.
 - (b) The Schedule of Quantities and Rates including the Summary of Tender fully priced in ink, extended, cast and totaled with the total amount properly transferred to the Form of Tender.
 - (c) Completed Schedule of Equipment and Material for Underground Street Fire Hydrant Installation (Page D/1) in Specification Section B – Technical Specification.

CONDITIONS OF TENDER

3. The tenderer is to submit the following together with the tender :- (Cont'd)
- (d) Construction methodology
 - (e) Proposed Site Boundary, Site Access Plan and Area for Work.
 - (f) Tentative programme for the completion of the Works including the breakdown of Works tasks and relevant statutory submissions etc.
 - (g) A tentative site layout plan showing the layout for storage, office, transportation and loading / unloading of plant and materials.
 - (h) Organization chart for the project.
 - (i) Resume for the full time Site Engineer with relevant experience in the Helping Business Program (HBP) projects.
 - (j) List of past job reference of the company for the HBP projects.
 - (k) Valid certificate of the Licensor Plumber for this project.
 - (l) Current and anticipated work load for the coming 12 months.
 - (m) Statement of conviction under the Factories and Industrial Undertakings Ordinance (Cap. 59) for last two or three years.
 - (n) Statement of conviction under the Employment Ordinance (Cap. 57) for last two or three years.
 - (o) Statement of conviction under the Immigration Ordinance (Cap. 115) for last three years.
 - (p) Statement of involvement in arbitration or litigation in the last three years or foreseeable in the next 12 months.
 - (q) Audited accounts for the last three years.
 - (r) Any other details and information as required by the Specification Section B – Technical Specification.

CONDITIONS OF TENDER

4. The Summary of Tender is to be fully priced in ink, extended, cast and totalled and Form of Tender completed in ink, signed, witnessed and dated. The sum shown in the Form of Tender must agree with the total of the Summary of Tender. Any items which the tenderer considers to have no value shall have dashes or other suitable marks placed against them in the cash columns. The value of any items not priced shall be deemed to be included in the tender figure.

5. The tenderer's priced Summary of Tender will be subject to scrutiny and arithmetical check by the Quantity Surveyor.

Should the tenderer make any errors in his extensions and/or casts or in carrying forward to or in casts of a summary, such errors shall, before the signing of the Contract, be so rectified and adjusted that, when correctly calculated, the total of the Summary of Tender shall represent the same amount as that tendered in the Form of Tender. The net aggregate amount of such errors, whether a net deduction or a net addition, will be adjusted by one figure in the summary and no discount or premium will be applied to the valuation of additions to and omissions from the Contract.

6. Should the tenderer offer a lump sum discount to his tender which is not converted to a corresponding percentage discount to all unit rates throughout the Contract, the total amount of the lump sum discount shall be recovered in the interim payment valuation within the first 80% of the Contract Period based on an agreed schedule of deduction.

7. Firms tendering are informed that unauthorized alteration or erasure by them to the text of the documents issued for tender purpose will not be allowed and, if such alteration or erasure shall have been made, the tender may not be considered.

8. The tenderer shall be required to check the numbers of the pages of the Tender Documents, and should he find any missing, in duplicate, or indistinct, he must inform the Architect or the Quantity Surveyor at once and have the same rectified.

9. In the event of a tenderer discovering a genuine mistake in his tender after dispatch, he may draw attention in writing to the errors and submit an amendment which may be accepted provided it is received before the time fixed for the receipt of tenders.

Should any errors, discrepancies or apparent underpricings be discovered by the Architect / Quantity Surveyor, he may query these in writing with the tenderer. Such query is not to indicate a proposal to change the tender price, the tenderer may offer only to stand by his tendered price or withdraw his tender. No query or series of queries shall be considered comprehensive.

CONDITIONS OF TENDER

10. Tenderers are requested to raise any queries with the Project Manager, or Architect or Engineer or Quantity Surveyor (as appropriate) at least seven days before the date for submission of tenders. Only answers in writing addressed to all tenderers, by the Architect or Quantity Surveyor, shall be deemed to affect the Tender Documents in any way. Such letters will be bound in with, and shall become part of the Contract Documents.

Should the Tenderer for any reason whatsoever be in doubt about the precise meaning of any item or figure contained in the tender documents a query should be raised as described above.

11. The offer of an advantage or other inducement by any person with a view to influencing the placing of the Contract may be an offence under the Hong Kong Prevention of Bribery Ordinance but in any event such action will result in the rejection of the tender.
12. The tenderer shall treat all documents or information passed to him by the Employer or the Project Manager / Architect / Engineers / Quantity Surveyor for the purpose of submitting a tender as private and confidential.
13. The Employer reserves the right to reject any tender where these Conditions of Tender are not complied with.
14. The tender shall be in Hong Kong Dollars and no adjustment will be made for fluctuation in exchange rates of currencies.
- Firms tendering are to accept the fact that it is the Employer's intention not to create any contractual relations in this invitation to tender until the award of the Contract and the Employer is not bound to accept the lowest or any tender which may be received.
15. The Employer shall not be responsible for any expense or loss which may be incurred by the tenderer in the preparation of this tender.
16. Tender Assessment Criteria: 60% Technical and 40% Commercial Assessment.

APPENDIX 'A' TO CONDITIONS OF TENDER

LIST OF TENDER DRAWING

APPENDIX 'A' TO
CONDITIONS OF TENDER

LIST OF TENDER DRAWINGS

<u>DRAWING NO.</u>	<u>TITLE</u>	<u>REVISION</u>
<u>FIRE SERVICES</u>		
253876-DW-SFH-001	STREET FIRE HYDRANT INSTALLATION GENERAL NOTES, LEGENDS, ABBREVIATIONS, INSTALLATION DETAILS AND LAYOUT PLAN	0

FORM OF TENDER

FORM OF TENDER

Tender for
Contract Works for Underground Street Fire Hydrant
Installation for PSFSC for
Upgrading Mai Po Nature Reserve Infrastructure
At Mai Po, San Tin, Yuen Long, New Territories

From

.....

NOTE : (1) If a tender is being submitted by a partnership or an unincorporated body, the names and residential addresses of all partners shall be given in the spaces below.

(2) In all cases, the tenderer must give the number and the date of expiry of their business registration certificate here :

Number Date of Expiry

To : World Wide Fund
15/F, Manhattan Centre
8 Kwai Cheong Road
Kwai Chung
New Territories, Hong Kong

1. I/We, having inspected the Site, examined the Conditions of Tender, General and Special Conditions of Contract, Drawings, Specification, Schedules of Rates and Summary of Tender for the Contract Works for Underground Street Fire Hydrant Installation for PSFSC for Upgrading Mai Po Nature Reserve Infrastructure at Mai Po, San Tin, Yuen Long, New Territories, Hong Kong do hereby offer to design the Works to the extent as required in the Contract Documents, execute, complete and maintain the whole of the Works all in accordance with the Tender Documents for the sum of Hong Kong Dollars (HK\$.....) or such sums as may be ascertained in accordance with the relevant General and Special Conditions of Contract.

2. I/We undertake if my/our tender is accepted to commence the Works within 7 days of receipt of the Architect's order to commence and to complete and deliver the Works comprised in the Contract within the time stated in the Appendix to the Conditions of Contract.

HK-4547/NF

TCK4:LWY22:TWT1:M44648:(18.04.2019) - FT/1 -
Arcadis Hong Kong Limited

FORM OF TENDER (Cont'd)

3. If my/our offer is accepted I/we will obtain the guarantee of an approved Bank or Insurance Company (to be approved by the Employer and the Architect prior to effecting the same) to be jointly and severally bound with me/us to the Employer in the sum equivalent to 10 % of the Contract Sum (rounded up to the nearest thousand dollars) for the due performance of the Contract under the terms of a Bond in accordance with Clause 31 of the Conditions of Contract. The wording of the Bond shall follow precisely the specimen attached as Appendix 'A' to this Form of Tender.
4. I/We agree to abide by this tender for a period of 90 days commencing from and including the day following the date fixed for receiving it and it shall remain binding upon me/us and may be accepted at any time before the expiration of that period.
5. I/We declare that all original pages of the Tender Documents are returned without unauthorized alteration or erasure made by us to the text/content of the documents. I/We agree that the original text/content of the Tender Documents shall prevail over any unauthorized alteration or erasure which may be detected at a later date.
6. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, subject to the provision of Clause 4 hereof, shall constitute a binding contract between us. I/We understand that the formal Agreement shall be executed under seal.
7. I/We understand that it is your intention not to create any contractual relations in this invitation to tender until the award of the Contract and you are not bound to accept the lowest or any tender that you may receive.
8. I/We confirm that my/our tender has incorporated all tender addendum / addenda (if any) to me/us during the tendering period.
9. I/We acknowledge and shall caution our staff that soliciting or accepting any advantages as defined in and prohibited by the Prevention of Bribery Ordinance in relation to the formation and implementation of this contract is not permitted.
10. I/We shall caution our staff against soliciting or accepting any excessive hospitality, entertainment or inducements which could impair their impartiality in relation to the contract.

FORM OF TENDER (Cont'd)

Signature

in the capacity of

duly authorized to sign tenders for and on behalf of

**

Registered Address of Firm

.....

Date

Signature of Witness

Name in Block Letters

Address

Occupation

Date

** In the case of a Limited Company, insert the name of the Company.

In the case of a partnership or unincorporated body the names of all partners must be inserted.

Name of Partners

Residential Address of Partners

.....

.....

.....

.....

.....

.....

.....

.....

APPENDIX 'A' TO FORM OF TENDER

FORM OF BOND
(SPECIMEN OF PERFORMANCE BOND)

FORM OF BOND
(SPECIMEN OF PERFORMANCE BOND)

BY THIS BOND, we
<trading as> (Note 1)
[whose registered office is] at (Note 2)
(hereinafter called "the Main Contractor") and
..... whose registered office is at
.....
(hereinafter called "the Surety") are held and firmly bound unto
..... (hereinafter called
"the Employer") in the sum of Hong Kong Dollars
..... (HK\$)
for the payment of which sum the Main Contractor and the Surety bind themselves, their
successors and assigns, jointly and severally by these presents.

Sealed with our respective seals/Signed and sealed respectively* (Note 3) and
dated this day of 20

WHEREAS (A) ** (Note 4) [By a Contract dated the day of 20
made between the Employer of the one part and the Main Contractor of the other part] or **
(Note 4) [By the letter of acceptance sent by the Architect on behalf of the Employer to the
Main Contractor dated the day of 20 the Employer
accepted the tender submitted by the Main Contractor dated the day
of 20] for the
..... (hereinafter called the "the Contract") the Main Contractor has
agreed to design to the extent required by the Contract, construct, complete and maintain
the Works (as therein defined) and to perform the Contract in conformity with the provisions
thereof.

FORM OF BOND
(SPECIMEN OF PERFORMANCE BOND) (Cont'd)

(B) Pursuant to the terms of the Contract, the Main Contractor has agreed to obtain the guarantee of a surety to be bound unto the Employer in the sum of Hong Kong Dollars
(HK\$) for the due performance of the Contract by the Main Contractor.

(C) At the request of and for the account of the Main Contractor, the Surety has agreed to guarantee the Employer the due performance by the Main Contractor of its obligations under the Contract.

NOW THE CONDITIONS of the abovewritten Bond are :-

1. If the Main Contractor shall duly perform and observe all the terms, provisions, conditions, stipulations and specification of the Contract on the Main Contractor's part to be performed and observed according to the true purport intent and meaning thereof and to the reasonable satisfaction of the Architect appointed by the Employer in respect of the Works or if on default by the Main Contractor the Surety shall satisfy and discharge the damages sustained by the Employer thereby as certified by the said Architect, up to the amount of the abovewritten Bond then this obligation shall be null and void but otherwise shall be and remain in full force and effect but no alterations in terms of the Contract made by agreement between the Employer and the Main Contractor or in the extent or nature of the design to the extent required by the Contract, construction, completion and maintenance of the Works and no allowance or extension of time to be given by the Employer under the Contract nor any indulgence, forbearance, forgiveness, payment or concession to the Main Contractor in or in respect of any matter or thing concerning the Contract on the part of the Employer or any failure of supervision to prevent any fault by the Main Contractor shall in any way release the Surety from any liability under the abovewritten Bond.

FORM OF BOND
(SPECIMEN OF PERFORMANCE BOND) (Cont'd)

2. This Bond shall be binding upon the Main Contractor and the Surety and their respective successors and assigns jointly and severally (provided that the Main Contractor and Surety may not assign their respective rights and liabilities hereunder without the prior written consent of the Employer) and shall inure to the benefit of the Employer and its successors and assigns.
3. This Bond shall remain valid for receipt of claims as aforesaid until the date of issue of the Certificate of Practical Completion pursuant to the Conditions of the Contract and any release of the Surety from the Bond shall be expressly subject to any claims made before this date.
4. This Bond shall be governed and construed in accordance with the laws of the Hong Kong Special Administrative Region and the Surety hereby agrees to the non-exclusive jurisdiction of the Courts of the Hong Kong Special Administrative Region.

FORM OF BOND
(SPECIMEN OF PERFORMANCE BOND) (Cont'd)

SIGNED, SEALED AND DELIVERED by the Main) (Note 5)
Contractor in the presence of :-)
.....)
..... witness)

OR

THE COMMON SEAL of the Main Contractor) (Note 6)
was hereunto affixed in the presence of :-)
.....)
..... witness)

OR

SIGNED, SEALED AND DELIVERED for) (Note 7)
and on behalf of and as lawful)
attorney of the Main Contractor)
under Power of Attorney dated)
..... by)
.....)
in the presence of :-)
.....)
..... witness)

FORM OF BOND
(SPECIMEN OF PERFORMANCE BOND) (Cont'd)

THE COMMON SEAL of the Surety was here-) (Note 6)
unto affixed in the presence of :-)
)
.....)
)
..... witness)

OR

SIGNED, SEALED AND DELIVERED for and) (Note 7)
on behalf of and as lawful attorney of the)
Surety under Power of Attorney dated)
)
.....)
)
by)
)
in the presence of :-)
)
.....)
)
..... witness)

Notes to Form of Bond

- (1) Delete content in < > where the Main Contractor is a limited company.
- (2) Delete content in [] where the Main Contractor is a firm.
- (3) * Delete as appropriate. Delete "Sealed with our respective seals" in the case of a firm. Delete "Signed and sealed respectively" in the case of a limited company.
- (4) ** Delete as appropriate, select according to whether the Contract is signed or not.
- (5) For use in the case of a sole proprietor or where all partners of a firm execute.
- (6) For use in the case of a limited company executing under its common seal.
- (7) For use in the case of a firm or a limited company executing through an attorney.

SPECIAL CONDITIONS OF CONTRACT

SPECIAL CONDITIONS OF CONTRACT

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SPECIAL CONDITIONS OF CONTRACT

SCC-1 Special Conditions of Contract

These Special Conditions of Contract are to be read in conjunction with the Conditions of Contract which shall be those contained in the “Agreement and Schedule of Conditions of Building Contract for use in Hong Kong Special Administrative Region, Private Edition – Without Quantities, First RICS (HK Branch) Edition (1986), First Amendments published September 1997, Second Amendments published July 1999” drawn up by the Hong Kong Institute of Architects, the Royal Institution of Chartered Surveyors (Hong Kong Branch) and the Society of Builders, Hong Kong (hereinafter “the Conditions”). Wherever these Special Conditions vary from the Conditions the terms of the Special Conditions shall take precedence.

SCC-2 Articles of Agreement

It is expressly agreed that the following shall be added at the end of Article 1 of the Articles of Agreement :-

“The Employer and the Main Contractor hereby accept the amendments to the said Conditions as stipulated in the Special Conditions of Contract.”

SPECIAL CONDITIONS OF CONTRACT (Cont'd)

SCC-3 Main Contractor's Obligations

- (1) It is expressly agreed that existing sub-clause (2) of clause 1 of the Conditions shall be re-numbered as sub-clause (3) and that the following shall be added as sub-clause (2) :-
- “(2) The Main Contractor shall within 30 days after this Contract has become effective carefully check the several documents forming this Contract for any discrepancy or divergence between or among the said documents and forthwith notify the Architect of any discrepancy or divergence so found.”
- (2) It is expressly agreed that the following shall be added as sub-clause (4) to clause 1 of the Conditions :-
- “(4) If in the opinion of the Architect any discrepancy or divergence is one which should have been apparent to a reasonably competent contractor in compliance with sub-clause (2) of this clause and if such discrepancy or divergence was not in fact notified by the Main Contractor; then, in determining the entitlement of the Main Contractor to any extension of time or any loss and expense to which the Main Contractor would otherwise be entitled in consequence of an instruction issued by the Architect under this clause, the Architect shall exclude from such extension or loss and expense (as applicable) any delay or loss and expense which could reasonably have been avoided had the discrepancy or divergence been notified in accordance with sub-clause (2) and the Main Contractor's entitlements shall be limited accordingly.”
- (3) It is expressly agreed that the following shall be added as sub-clause (5) to clause 1 of the Conditions :-
- “(5)(a) The Main Contractor shall in the course of carrying out of the Works take full responsibility for the adequate stability and safety of all operations on the site other than those of specialist contractors employed direct by the Employer and utilities companies and have full regard for the safety of all persons on the site.
- (b) The Main Contractor shall comply with the Building Ordinance, Construction Site (Safety) Regulations, Labour Department Regulations, E.M.S.D. Regulations, Factories and Industrial Undertakings (Safety Officers and Safety Supervisors) Regulations and all other statutory requirements regarding safety on construction sites.

SPECIAL CONDITIONS OF CONTRACT (Cont'd)

SCC-3 Main Contractor's Obligations (Cont'd)

(3) (Cont'd)

- (c) The Main Contractor shall employ at least the number of safety officers and safety supervisors prescribed by the Factories and Industrial Undertakings (Safety Officers and Safety Supervisors) Regulations for the time being in force as at the date of the Contract. The Safety Officers shall be registered by the Commissioner for Labour under the Factories and Industrial Undertakings (Safety Officers and Safety Supervisors) Regulations and shall be employed on a full-time basis to undertake all duties entailed by the Factories and Industrial Undertakings (Safety Officers and Safety Supervisors) Regulations and any additional duties as specified in the Contract.

None of the requirements of this sub-clause shall in any way relieve the Main Contractor of his obligations under clause 4 of the Conditions of Contract. In particular the Main Contractor shall not be relieved of his obligations to employ Safety Supervisors, any additional Safety Officers and/or any other safety personnel in excess of the number required by this sub-clause as may be separately required by any Act or Ordinance of Government, instrument, rule, order, regulation or bye-law as may be in force at any time during the progress and continuance of the Works."

SPECIAL CONDITIONS OF CONTRACT (Cont'd)

SCC-4 Contract Documents

- (1) It is expressly agreed that sub-clause (3) of clause 3 of the Conditions shall be deleted and replaced by the following :-
- “(3) Provided that the Main Contractor has specifically applied for the same in writing on a date which having regard to the Date for Completion (or any extended date fixed under clause 23 or clause 33(1)(c) of these Conditions) was neither unreasonably distant from nor unreasonably close to the date on which it was necessary for him to receive the same the Architect without charge shall furnish him with two copies of such drawings or details as are reasonably necessary either to explain and amplify the Contract Drawings or to enable the Main Contractor to carry out and complete the Works in accordance with these Conditions.”
- (2) It is expressly agreed that the following clause shall be added as sub-clauses (8) and (9) to clause 3 of the Conditions :-
- “(8) Notwithstanding anything stated elsewhere in these Conditions, the Contract documents shall consist of :-
- (a) Articles of Agreement, the Special Conditions and Conditions of Contract, and
- (b) any correspondence relating to the award of this Contract which is bound into the Contract documents, and
- (c) Conditions of Tender, and
- (d) Form of Tender, and
- (e) Specification, and
- (f) Schedule of Rates (the quantities therein shall not form part of this Contract (except for quantities described as “provisional”), and
- (g) Summary of Tender, and
- (h) Contract Drawings.
- (9) The Specification marked “A” as given in the Articles of Agreement shall mean the Specification contained in the Contract Documents.”

SPECIAL CONDITIONS OF CONTRACT (Cont'd)

SCC-5 Statutory Obligations, Notices, Fees and Charges

- (1) It is expressly agreed that the words “or which shall become legally demandable” shall be added after the words “legally demandable” in the second line of sub-clause 4(2) of the Conditions.
- (2) It is expressly agreed that the words “Provided that the amount of any such fees” to the end of the sub-clause shall be deleted from sub-clause 4(2) of the Conditions and replaced by the following :-
- “Provided that the amount of any such fees or charges (including any rates or taxes) shall be deemed to be included in the Contract Sum unless they
- (a) arise in respect of work executed or materials or goods supplied by a local authority or statutory undertaker for which a prime cost sum is included in the Specification or Summary of Tender or for which a prime cost sum has arisen as a result of Architect’s instructions given under clause 11(3) of these Conditions.”

SCC-6 Levels and Setting out the Works

- (1) It is expressly agreed that the following shall be added after the words “out the Works at ground level.” in the fourth line of clause 5 :-
- “The Main Contractor shall provide, free of charge, all instruments and labour that may be required by the Architect to check the levels and setting out of the Main Contractor’s work.”

SCC-7 Materials, Goods and Workmanship to Conform to Description, Testing and Inspection

- (1) It is expressly agreed that sub-clause 6(1) of the Conditions shall be deleted and replaced by the following :-
- “All materials, goods and workmanship shall so far as procurable be of the respective kinds and standards described in the Contract documents. Without prejudice to the generality of the foregoing, the Main Contractor shall carry out the Works :
- (a) in a good and workmanlike manner;
- (b) using materials which are of good quality and to the extent selected by the Main Contractor fit for their purpose; and
- (c) using methods of construction which are in accordance with sound practice and which are not likely to endanger any existing structures or finishes, adjacent property or the safety of members of the public.”

SPECIAL CONDITIONS OF CONTRACT (Cont'd)

SCC-7 Materials, Goods and Workmanship to Conform to Description, Testing and Inspection (Cont'd)

- (2) It is expressly agreed that the following shall be added to sub-clause 6(3) of the Conditions :-

“The Main Contractor shall notify the Architect in writing before work is covered up and give him at least 3 full working days’ notice to inspect. Should any work be covered up without the required notice being given then, whether or not the work is in accordance with the Contract, the Main Contractor will be responsible for all costs of such opening up, and making good and the Main Contractor shall not be entitled to any extensions of time or to any adjustment of the Contract Sum or other additional monetary compensation in respect of any delay or disruption caused thereby any such entitlement being hereby irrevocably waived.”

- (3) It is expressly agreed that the words “rectification or” shall be inserted after “regard to the” and before “removal from” in the first line of sub-clause 6(4) of the Conditions.

- (4) It is expressly agreed that the word “person” shall be deleted from sub-clause 6(5) of the Conditions and shall be replaced by “person, company or firm”.

SCC-8 Foreman-in-Charge

It is expressly agreed that clause 8 of the Conditions shall be deleted and replaced by the following :-

“The Main Contractor shall keep constantly upon the Works a competent, English speaking foreman-in-charge approved by the Architect, with authority to receive instructions on behalf of the Main Contractor from the Architect. The name and particulars of this person shall be submitted to the Architect for his approval within two (2) weeks from the Date for Possession. The Main Contractor shall obtain the Architect’s prior written approval before changing the identity of the foreman-in-charge.”

SPECIAL CONDITIONS OF CONTRACT (Cont'd)

SCC-9 Access for Employer to the Works

It is expressly agreed that the following shall be added to clause 9 of the Conditions :-

“Without prejudice to the generality of the foregoing, it is agreed and acknowledged that the Employer / Project Manager / the Employer’s Representatives, the Employer’s authorized nominees, the Quantity Surveyor and the Employer’s other consultants may require access to the Works. The Main Contractor will do all things necessary to facilitate such access as the Employer / Project Manager / the Employer’s Representatives, the Employer’s authorized nominees, the Quantity Surveyor and the Employer’s other consultants may require from time to time. It is specifically acknowledged and agreed that the exercise by the Employer / Project Manager / the Employer’s Representatives, the Employer’s authorized nominees, the Quantity Surveyor and the Employer’s other consultants of his rights pursuant to this clause shall not constitute taking possession of the whole or any part of the Works.”

SCC-10 Variations, Provisional and Prime Cost Sums

- (1) It is expressly agreed that the following shall be added to sub-clause 11(3) of the Conditions :-

“The Architect may issue instructions in regard to the execution of work or the provision of materials or goods which have been included in the Schedule of Rates or Summary of Tender by way of quantities described as “Provisional”.

Subject to any express provision to the contrary contained in the Schedule of Rates or Summary of Tender or any instruction of the Architect, the quantity of work for any “Provisional” item included in the Schedule of Rates or Summary of Tender shall at the time of remeasurement and valuation of the Works be omitted and in its place shall be added any such work as may have been required by the Architect. Subject to any instruction of the Architect, both such omission and addition shall be valued at the rates contained in the Schedule of Rates or Summary of Tender for such “Provisional” items and not otherwise.”

- (2) It is expressly agreed that the following shall be inserted after the words “the Quantity Surveyor” and before the words “who shall give” in the fifth line of sub-clause 11(4) of the Conditions :-

“(or by the M&E Engineer for variations and works pertaining to building services installations)”

SPECIAL CONDITIONS OF CONTRACT (Cont'd)

SCC-10 Variations, Provisional and Prime Cost Sums (Cont'd)

- (3) It is expressly agreed that sub-clause 11(4)(c) of the Conditions shall be deleted and replaced by the following :-
- “(c) Where work cannot properly be measured and valued, the Main Contractor shall be allowed daywork rates :
- (i) at the rates inserted by the Main Contractor in the Schedule of Rates or in the Summary of Tender; or
- (ii) where no such rates have been inserted, the Quantity Surveyor (or the M&E Engineer as appropriate) shall determine rates that are reasonable.”
- (4) It is expressly agreed that the following shall be added at the end of sub-clause 11(6) of the Conditions :-
- “The written application by the Main Contractor shall include a fully detailed and substantiated claim showing the build-up of such loss and/or expense claimed by the Main Contractor”.
- (5) It is expressly agreed that the following shall be added at the end of sub-clause 11(6) of the Conditions :-
- “The written application by the Main Contractor shall include a fully detailed and substantiated claim showing the build-up of such loss and/or expense claimed by the Main Contractor and shall be made within twenty-eight (28) days of the commencement of the event giving rise to any loss and/or expense. Any lapse of time longer than such twenty-eight (28) days shall be deemed to be unreasonably distant time for the above stated purpose and the Main Contractor shall be deemed to have waived his rights to such claim”.

SCC-11 Quality and Quantity of the Works

- (1) It is expressly agreed that the following shall be deleted from sub-clause 12(1) of the Conditions :-
- “but save as” in line 3 to the end of the paragraph.
- (2) It is expressly agreed that sub-clause 12(2) of the Conditions shall be deleted.

SPECIAL CONDITIONS OF CONTRACT (Cont'd)

SCC-12 Practical Completion and Defects Liability

- (1) It is expressly agreed that the following shall be added as sub-clause (6) to clause 15 of the Conditions :-

“Notwithstanding anything contained elsewhere in these Conditions, Practical Completion shall not be taken to have occurred until a stage of construction has been reached at which the buildings comprised in the Works are, apart from merely trivial deficiencies in all ways relevant to the Contract, ready for occupation and use for their intended purpose and are free from known omissions or deficiencies including, but not limited to omissions or deficiencies which would be an impediment to the issue of an Occupation Permit (or Temporary Occupation Permit as applicable) by the Buildings Department.”

SCC-13 Sectional Completion

It is expressly agreed that clause 16 of the Conditions shall not form part of this contract.

SCC-14 Assignment or Sub-letting

Replace Clause 17(1)(a) of the Conditions of Contract with the following:

“The Employer shall have the right to assign the Contract or any part thereof or benefit or burden therein and the Main Contractor shall raise no objection thereto.”.

SPECIAL CONDITIONS OF CONTRACT (Cont'd)

SCC-15 Injury to Persons and Property and Employer's Indemnity

- (1) It is expressly agreed that sub-clause 18(1) shall be amended by the deletion of the words "unless due to" in line 5 and their replacement by the words "except to the extent that the same was due to".
- (2) It is expressly agreed that sub-clause 18(2) shall be amended by :-
 - (a) The deletion of the words "Except for such loss or damage as is at the risk of the Employer under clause 20[B] of these Conditions (if applicable) the" in lines 1 and 2 and their replacement by the word "The".
 - (b) The deletion of the words "and provided always that the same is due to any negligence, omission or default of the Main Contractor, his servants or agents or of any sub-contractor, his servants or agents" in lines 6, 7 and 8 and their replacement by the words "except to the extent that the same is due to any act or neglect of the Employer or any person for whom the Employer is responsible".
- (3) It is expressly agreed that the following is to be added to clause 18 of the Conditions :-

"In the event of any workman or other person employed on the Works or in connection with the Contract whether in the employment of the Main Contractor or a sub-contractor of any tier suffering death or any personal injury and whether there be a claim for compensation or not, the Main Contractor shall without delay give notice in writing of such personal injury to the Architect."

SPECIAL CONDITIONS OF CONTRACT (Cont'd)

SCC-16 Insurance against Injury to Persons or Property

- (1) It is expressly agreed that sub-clause 19(1)(a) of the Conditions shall be deleted and the following be added as sub-clause 19(1)(a) :-

- “(a) Without prejudice to the Main Contractor’s liability to indemnify the Employer under clause 18 of these Conditions, a Public Liability Insurance Policy shall be effected by the Main Contractor in the joint names of the Employer and the Main Contractor and his sub-contractors for a limit of HK\$25,000,000.00 for any one occurrence of loss or damage and unlimited in amount for the period of insurance. The Main Contractor’s attention is drawn to clause 18 of the Conditions which sets out his contractual obligations to indemnify the Employer against certain expense, liability, loss, claim or proceedings. If the Main Contractor considers the above-mentioned limit of indemnity for any one occurrence of loss or damage to be inadequate to cover these 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.

The Public Liability policy shall contain a “Cross-Liability” clause as between the Employer and the Main Contractor; it shall cover the contract period plus the Defects Liability Period and until no further work is carried out on Site. The policy shall be extended if the contract period is extended or a delay occurs.

Such policy shall be subject to the approval of the Architect both as regards the identity of the insurer and sufficiency of cover and the Main Contractor shall deposit with the Architect the policy and the receipts in respect of premiums paid, prior to commencement of work. Clauses 19(1)(b) and (c) shall apply mutatis mutandis to the insurance required to be effected pursuant to this clause.”

SPECIAL CONDITIONS OF CONTRACT (Cont'd)

SCC-16 Insurance against Injury to Persons or Property (Cont'd)

(2)

- (a) It is expressly agreed that the following shall be deleted from the second to the fourth lines of sub-clause 19(2)(a) of the Conditions :-

“as may be specified by way of provisional sum items in the Specification or Summary of Tender”

and shall be replaced by the following :-

“as may be specified in the Special Conditions and at the expense of the Main Contractor”

- (b) The amount of indemnity to be provided for the insurances to be effected under sub-clause 19(2) shall be HK\$25,000,000.00 for any one occurrence of loss or damage and unlimited in amount for the period of insurance. The Main Contractor's attention is drawn to sub-clause 18(2) of the Conditions which sets out his contractual obligations to indemnify the Employer against certain expense, liability, loss, claim or proceedings in respect of injury or damages to any property real or personal. If the Main Contractor considers the above-mentioned limit of indemnity for any one occurrence of loss or damage to be inadequate to cover these 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.

The insurance policy shall contain a “Cross-Liability” clause as between the Employer and the Main Contractor; it shall cover the contract period plus the Defects Liability Period and until no further work is carried out on site. The policy shall be extended if the contract period is extended or a delay occurs.

SPECIAL CONDITIONS OF CONTRACT (Cont'd)

SCC-17 Insurance of the Works against Fire, etc.

(1) It is expressly agreed that clause 20[A] of the Conditions shall be deleted.

(2) Insurance of the Works

The policy required to be taken out under clause 20[B] of the Conditions shall be taken out, in the joint names of the Employer and the Main Contractor and sub-contractors of any tier for the full value of the Contract Sum for the contract period. The policy shall be extended if the contract period is extended or a delay occurs. The policy should include coverage, during the Defects Liability Period, for any outstanding works, works of repair or maintenance etc. being carried out by the Main Contractor and Sub-Contractors of any tier.

Specific cover must also be taken out in the insurance policy in the sum of HK\$100,000.00 for removal of debris.

The insurance policies will be subject to the approval of the Architect both as regard the identity of the insurer and sufficiency of cover and the Main Contractor shall deposit with the Architect the policy and receipts in respect of premiums paid prior to commencement of work.

SPECIAL CONDITIONS OF CONTRACT (Cont'd)

SCC-18 Damages for Non-Completion

It is expressly agreed that existing clause 22 of the Conditions shall be re-numbered as sub-clause (1) to clause 22 and the following shall be added as sub-clause (2):-

- “(2) In the event that, subsequent to the issue of any certificate pursuant to sub-clause (1), the Architect exercises the power of review and amendment conferred by sub-clause 23(3), the Architect may revoke the said certificate and issue in its place a further certificate giving effect to the said review and amendment. In that event the Employer shall repay to the Main Contractor such portion of any Liquidated and Ascertained Damages already paid or allowed or, as the case may be, the Main Contractor shall pay or allow to the Employer such further sum as Liquidated and Ascertained Damages as may be applicable by reason of the exercise of the said power of review and amendment.”

SPECIAL CONDITIONS OF CONTRACT (Cont'd)

SCC-19 Extension of Time

- (1) It is expressly agreed that the first six lines of the opening paragraph of the existing clause 23 "Upon it becoming reasonably apparent fixed under either this clause or clause 33 (1) (c) of these Conditions," shall be deleted and replaced with the following:-

"Upon it becoming reasonably apparent that the progress of the Works is delayed, the Main Contractor shall within 28 days of the commencement of the event that likely to cause the delay (unless expressly agreed by the Architect in writing to extend the date for notification) give written notice of cause of the delay to the Architect setting forth the following: -

- (a) Particulars of the cause, effect and length of the delay to the completion of the Works;
- (b) Particulars of the effect of the event on other trades or activities including the works of sub-contractors on site; and
- (c) Particulars of the steps to be taken by the Main Contractor to comply with his obligation to prevent or mitigate the delay.

If the Architect is satisfied that the completion of the Works is likely to be or has been delayed beyond the Date for Completion stated in the appendix to these Conditions or beyond any extended time previously fixed under either this clause or clause 33(1)(c) of these Conditions by the reasons listed hereinbelow, then the Architect shall so soon as he is able to estimate the length of the delay beyond the date or time aforesaid make in writing a fair and reasonable extension of time for completion of the Works. If the Main Contractor fails to notify the Architect in the aforesaid manner, the Architect shall give an extension of time to an extent that he is able to on the information available. Provided always that the Main Contractor shall use constantly his best endeavours to prevent delay and shall do all that may reasonably be required to the satisfaction of the Architect to proceed with the Works."

- (2) It is expressly agreed that sub-clauses 23(b), 23(d) and 23(g) of the Conditions shall be deleted.
- (3) It is expressly agreed that the words "under clauses 1(2)" in the first line of sub-clause 23(e) shall be deleted and replaced by "under clauses 1(3)".
- (4) For the avoidance of doubt it is confirmed that sub-clauses 23(j)(i) and 23(j)(ii) of the Conditions shall not form part of this Contract.

SPECIAL CONDITIONS OF CONTRACT (Cont'd)

SCC-19 Extension of Time (Cont'd)

- (5) (a) It is expressly agreed that the following shall be added to the end of sub-clause 23(k) :-
- “, or”
- (b) It is expressly agreed that the following sub-clause 23(l) shall be added to clause 23 of the Conditions :
- “(l)any act of breach or prevention by the Employer, his servants or agents not already mentioned in the foregoing sub-paragraphs of this clause 23.”
- (6) It is expressly agreed that existing clause 23 of the Conditions, as amended by the foregoing, shall be re-numbered as sub-clause (1) to clause 23 and the following shall be added as sub-clauses (2) and (3) :-
- “(2) In the event that, in the period subsequent to the Date for Completion of the Works or any extended time previously fixed under this clause, the progress of the Works is delayed by the occurrence of any of the causes referred to in paragraphs (e), (f), (h) or (i) of sub-clause (1), subject to compliance by the Main Contractor with the requirements of sub-clause (1), the Architect shall so soon as he is able to estimate the length of the delay directly attributable to that cause make in writing a fair and reasonable extension of time for completion of the Works. For the avoidance of doubt, such extension of time granted under this sub-clause (2) shall be added to the Date for Completion or previously extended time for the completion of the Works. No cause of delay arising after the Date for Completion of the Works (as extended or adjusted as aforesaid) shall entitle the Main Contractor to set time at large or prejudice or invalidate the Employer's right to the payment or deduction of Liquidated and Ascertained Damages.
- (3) At any time before the issue of a Final Certificate in respect of the Works the Architect shall be empowered, upon the application in writing of the Main Contractor, to review and amend in any manner whatsoever any previous decision made under sub-clauses (1) and (2) PROVIDED THAT in relation to such previous decision the Main Contractor has fully complied with the requirements of this clause.”

SPECIAL CONDITIONS OF CONTRACT (Cont'd)

SCC-20 Loss and Expense Caused by Disturbance of Regular Progress of the Works

- (1) (a) It is expressly agreed that the following shall be added to the end of sub-clause 24(1)(e) of the Conditions :-

 “; or”
- (b) It is expressly agreed that the following sub-clause 24(1)(f) shall be added to clause 24(1) of the Conditions :-

 “(f)any other act of breach or prevention on the part of the Employer his servants or agents.”
- (2) It is expressly agreed that sub-clause 24(2) of the Conditions shall be deleted and replaced by the following :-

 “(2) The provisions of this Condition shall be in substitution for and shall exclude the Main Contractor’s other rights and remedies (including the right to recover damages for breach of contract) in respect of any of the matters mentioned in clauses 24(1)(a) to (f) inclusive.”
- (3) It is expressly agreed that the following shall be added as sub-clause (3) to Clause 24 of the Conditions.

 “(3) The Main Contractor hereby irrevocably waives any right to direct loss and/or expense and any other claims (including claims for damages) arising from any of the circumstances or events referred to in clause 24(1)(a) to (f) unless a detailed written application is made to the Architect, specifying the ground on which the application is made, within 28 days of the commencement of the circumstances or event giving rise to such loss or expense or other claim.”

SPECIAL CONDITIONS OF CONTRACT (Cont'd)

SCC-21 Determination by Employer

- (1) It is expressly agreed that the following shall be added as sub-clause (e) to sub-clause 25(1) of the Conditions.

“(e) If he refuses or persistently fails to comply with a written notice from the Architect requiring him to comply with the provisions of clause 1 (5) of the Conditions.”
- (2) It is expressly agreed that sub-clause 25(2) shall be amended as follows :

In lines 7 and 8 the words “shall be forthwith automatically determined” shall be deleted and replaced by the words “may be determined by the Employer”.
- (3) It is expressly agreed that in addition to grounds for determination given in clause 25 of the Conditions, the Employer shall be entitled to immediately determine the Employment of the Main Contractor under this Contract and the Main Contractor shall be liable to forfeit the sum of money stated in sub-clause 30(3) to be the Retention Fund and in addition to pay the amount of any loss resulting from such determination, if the Main Contractor shall have offered, given or agreed to give to any person any bribe, gift, loan or advantage of any kind as an inducement or reward for doing or forbearing to do so or for having done or forborne to do any action in relation to the obtaining or execution of this Contract or any other Contract with the Employer, or for showing or any forebearing to show favour or disfavour to any person in relation to this Contract or other Contract with the Employer, or if the like acts shall have been done by any person employed by the Main Contractor or acting on his behalf whether with or without the knowledge of the Main Contractor.

SCC-22 Determination by Main Contractor

- (1) It is expressly agreed that sub-clause 26(1)(a) of the Conditions shall be deleted and replaced by the following :-

“(a) The Employer does not pay to the Main Contractor the amount due on any certificate, less any sums which the Employer may be entitled to set-off or deduct from the sum so due whether under the Contract or otherwise, within the Period for Honouring Certificates named in the appendix to these Conditions and continues such default for seven days after receipt of a notice from the Main Contractor stating that notice of determination under this Condition will be served if payment is not made within seven days from receipt thereof, or”

SPECIAL CONDITIONS OF CONTRACT (Cont'd)

SCC-22 Determination by Main Contractor (Cont'd)

- (2) It is expressly agreed that sub-clauses 26(1)(c)(ii) and (iii) of the Conditions shall be deleted.
- (3) It is expressly agreed that the penultimate paragraph of sub-clause 26(1) shall be deleted and replaced by :-

“then the Main Contractor may thereupon by registered post or recorded delivery give notice to the Employer or Architect of his intention to determine his own employment under this Contract; provided that such notice shall not be given unreasonably or vexatiously. Such notice shall be given at least 28 days prior to the intended date of termination and shall specify the grounds upon which it is intended to determine the Main Contractor’s employment. Should the circumstances specified in the notice remain in existence at the end of the period of 28 days, then the Main Contractor may forthwith determine his employment by the giving of a further notice to the Employer or the Architect.”

- (4) It is expressly agreed that the following shall be added to the end of sub-clause 26(2) of the Conditions :-

“Provided always that the provisions of sub-paragraph (vi) of paragraph (b) of this sub-clause shall not apply where the Contract is determined by virtue of clause 26(1)(c)(i).”

SPECIAL CONDITIONS OF CONTRACT (Cont'd)

SCC-23 Certificates and Payments

- (1) It is expressly agreed that the following new sub-clause 30(1)(A) shall be added to the Conditions :-
- “(1)(A) (a) For the purpose of sub-clause 30(1) of the Conditions the Main Contractor shall deliver to the Architect and Quantity Surveyor, not later than fourteen days prior to the end of each period of interim certificates stated in the appendix to the Conditions, a statement showing :-
- (i) The estimated value of the work done in accordance with the Contract, with sums payable in respect of dayworks (if any), Nominated Suppliers, Nominated Sub-Contractors and adjustments for variations listed separately;
- (ii) a priced list of material delivered to the Site by the Main Contractor for use in the permanent work;
- (iii) all further estimated sums which the Main Contractor considers to be due to him under the Contract.
- (b) Such statement shall be checked by the Quantity Surveyor and, if necessary, corrected in accordance with clause 30(2) of the Conditions. One corrected copy shall be returned to the Main Contractor.”
- (2) It is expressly agreed that sub-clause 30(2) of the Conditions shall be amended by the deletion of the word “seven” in the fourth line, and its replacement by the word “fourteen”.

SPECIAL CONDITIONS OF CONTRACT (Cont'd)

SCC-23 Certificates and Payments (Cont'd)

- (3) For the avoidance of doubt it is confirmed that sub-clause 30(2)(A) of the Conditions shall not form part of this Contract.
- (4) It is expressly agreed that the words “The Employer may retain Certified Value Retained.” from the first line to the fourth line of sub-clause 30(3) shall be deleted and replaced by the following :
- “The Employer may retain the percentage of the total value of the work, materials and goods referred to in sub-clause (2) and (2)(A) of this Condition (but excluding the amounts included therein in respect of Nominated Sub-Contract works) which is named in the appendix to these Conditions as Percentage of Certified Value Retained plus the retention fund held in respect of Nominated Sub-Contractors under the respective Nominated Sub-Contracts.”
- (5) It is expressly agreed that the words “and the Main Contractor’s beneficial interest therein shall be subject only to the right of the Employer to” shall be deleted from sub-clause 30(4)(a) of the Conditions and replaced by the words “and the Employer may”.
- (6) It is expressly agreed that the following sub-clause be added after sub-clause 30(3) of the Conditions :-
- “(3)(A) If within six weeks from the Date for Possession, the Main Contractor has not obtained the required Surety Bond for the full amount and in compliance with the conditions under clause 31 of the Conditions of Contract and clause 3 of the Form of Tender, the Main Contractor shall deposit with the Employer a sum equal to the Amount of Surety Bond or the balance of such Amount and the amount of the surety bond already submitted by the Main Contractor as the case may be, whichever is the smaller, as cash security until such time he has duly complied with the conditions of the above mentioned clauses or the conditions for release of the Bond (as detailed in the Sample Form of Bond appended to the Form of Tender) have been fulfilled, whichever is the earlier.

SPECIAL CONDITIONS OF CONTRACT (Cont'd)

SCC-23 Certificates and Payments (Cont'd)

(6) (Cont'd)

(3)(A) (Cont'd)

The Employer shall notwithstanding anything in this Contract be entitled to deduct from or set off against any monies due from him to the Main Contractor (including any amount retained by virtue of sub-clause (3)) any sum or sums which the Main Contractor is liable to pay or allow to the Employer under this Contract, any other contract or otherwise according to law.

For the avoidance of doubt, the Employer's interest in any amounts so retained or deposited by the Main Contractor shall be fiduciary as trustee for the Main Contractor (but without obligation to invest) and the Employer has the right to recourse thereto from time to time for the damages sustained by the Employer which are the direct result of the Main Contractor's failure to duly discharge his obligation as referred to in the terms of the Sample Form of Bond. The amount so retained by the Employer or deposited by the Main Contractor is by nature a security for the Main Contractor's due performance of this Contract. In the event of bankruptcy, liquidation or winding up of the Main Contractor, the Employer shall have prior claim over any other creditors to recourse from this cash security for the damages sustained by the Employer as described herein before.

The above principles shall also apply to the Nominated Sub-Contracts where Nominated Sub-Contractors are required to provide specific Surety Bond to the Employer under the respective Form of Warranty to be given by the Nominated Sub-Contractors to the Employer in consideration of Nomination."

SPECIAL CONDITIONS OF CONTRACT (Cont'd)

SCC-23 Certificates and Payments (Cont'd)

- (7) It is expressly agreed that sub-clause 30(4)(c) shall be deleted and replaced by :-
- “(c) On the expiration of the Defects Liability Period named in the appendix to these Conditions, or on the issue of the Certificate of Completion of Making Good Defects, or once approval has been given by the Architect for all specified guarantees and warranties required to be submitted by the Main Contractor or the Nominated Sub-Contractors/ Suppliers, whichever is the later, the Architect shall issue a certificate for the residue of the amounts then so retained and the Main Contractor shall, on presenting any such certificate to the Employer, be entitled to payment of the said residue within the Period for Honouring Certificates named in the appendix to these Conditions.”

SCC-24 Final Certificate

It is expressly agreed that sub-clause 30(7) of the Conditions shall be deleted and replaced by the following :-

“(7) Unless a written request to concur in the appointment of an arbitrator shall have been given under clause 35 of these Conditions by either party within fourteen days after the issue of the Final Certificate, the said certificate shall be conclusive evidence in any proceedings arising out of this Contract (whether by arbitration under clause 35 of these Conditions or otherwise) that the Works have been properly carried out and completed in accordance with the terms of this Contract and that any necessary effect has been given to all the terms of this Contract which require an adjustment to be made to the Contract Sum, except and in so far as any sum mentioned in the said certificate is erroneous by reason of :-

- (a) Fraud, dishonesty or fraudulent concealment relating to the Works, or any part thereof, or to any matter dealt with in the said certificate; or
- (b) Any defect (including any omission) in the Works, or any part thereof which a reasonable examination by the Architect at the time of the said certificate would not have disclosed; or
- (c) Any accidental inclusion or exclusion of any work, materials, goods or figure in any computation or any arithmetical error in any computation.”

SPECIAL CONDITIONS OF CONTRACT (Cont'd)

SCC-25 War Damage

It is expressly agreed that sub-clause 33(4) shall be deleted and replaced by the following :-

“(4) In this condition the expression “war damage” means :-

- (a) damage occurring (whether accidentally or not) as the direct result of action taken by the enemy, or action taken in combating the enemy or in repelling an imagined attack by the enemy;
- (b) damage occurring (whether accidentally or not) as the direct result of measures taken under proper authority to avoid the spreading of, or otherwise to mitigate, the consequences of such damage as aforesaid;
- (c) accidental damage occurring as the direct result
 - (i) of any precautionary or preparatory measures taken under proper authority with a view to preventing or hindering the carrying out of any attack by the enemy; or
 - (ii) of precautionary or preparatory measures involving the doing of work on land and taken under proper authority in any way in anticipation of enemy action,

being, in either case, measures involving a substantial degree of risk to property;

Provided that the measures mentioned in paragraph (c) of this sub-clause do not include the imposing of restrictions on the display of lights or measures taken for training purposes.

For the purposes of this sub-clause, such action against the enemy or by the enemy as is referred to in paragraph (a).

- (i) shall, in relation to any ship or aircraft taking part in such action, be deemed to continue until the ship or aircraft has returned to its base, or has been declared as lost.
- (ii) includes naval, military or air reconnaissance and patrols.”

SPECIAL CONDITIONS OF CONTRACT (Cont'd)

SCC-26 Fluctuation in Wage Rates

For the avoidance of doubt it is confirmed that clause 36 of the Conditions shall not form part of this Contract.

SCC-27 Notices

It is expressly agreed that the following clause shall be added to the Conditions :-

- “(1) Notwithstanding any provision in the Conditions specifying the means of service of any notice or other communication (including for the avoidance of doubt clauses 25 and 26), each notice, or other communication to be given hereunder may be given by telex, facsimile machine or by letter (either posted or hand delivered).
- (2) Any notice or other communication to be given or made under the Contract shall be deemed to have been delivered : in the case of delivery by telex immediately following transmission (provided that the correct answerback code is received by the sender); or, in the case of delivery by facsimile machine immediately following transmission; or, in the case of a letter sent by post two days after having posted the document in the case of a recipient in Hong Kong (irrespective of whether ordinary or registered post is used) or seven days after having posted the document in the case of an overseas recipient (irrespective of whether standard airmail, speedpost or any other form of airmail is used); or, in the case of a letter delivered by hand, at the time of delivery if made between 9:00 a.m. and 6:00 p.m. and, if not made between such hours, at 9:00 a.m. on the morning next following delivery.”

SCC-28 Contract Administrator

The Contract Administrator shall be Project Manager / Architect.

SCC-29 Contracting out of the Contracts (Rights of Third Parties) Ordinance

- (1) Nothing in this Contract confers or purports to confer on any third party any benefit or any right pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap. 623) to enforce any term of this Contract.

SPECIFICATION

SPECIFICATION

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SECTION A - PRELIMINARIES

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3.30	List of Instructions with Financial Implications
3.31	Supervision Plan
3.32	Industrial Training and Pneumoconiosis Levies
3.33	Preliminary Items
3.34	Provisional Items etc.
3.35	Not Used
3.36	Adjustment of Provisional Sums
3.37	Adjustment of Prime Cost Sums
3.38	Contingencies

SECTION A - PRELIMINARIES (Cont'd)

Index (Cont'd)

4.0	<u>LABOUR, MATERIALS AND WORKMANSHIP</u>
4.01	Site Management Team and Workers
4.02	Site Meetings
4.03	No Employment of Illegal Immigrants
4.04	Workers Living on Site - Not Allowed
4.05	Temporary Latrines
4.06	Safety Precautions
4.07	Main Contractor to Give Notice of Injury
4.08	Origin of Materials, Products and Equipment
4.09	Quality of Materials and Workmanship
4.10	Ordering Materials
4.11	Material Samples, Specimen Finishes, etc.
4.12	Models
4.13	Proprietary Materials or Goods
4.14	Cost-saving Proposals of Alternative Materials or Goods
4.15	Not Used
4.16	Not Used
4.17	Tests
4.18	Cartage of and Loading and Off Loading of Materials and Plant
4.19	Safe Custody of Materials
4.20	Protection of Works and Materials
4.21	Not Used
4.22	Off-Site Fabrication, Manufacture and Storage

SECTION A - PRELIMINARIES (Cont'd)

Index (Cont'd)

5.0	<u>TEMPORARY WORKS</u>
5.01	Plant, Scaffolding, etc.
5.02	Not Used
5.03	Not Used
5.04	Templates and Moulds
5.05	Not Used
5.06	Engine Suppressors
5.07	Day Marking and Warning Lights
5.08	Not Used
5.09	Main Contractor's Workshops, Offices and Storage Sheds
5.10	Not Used
5.11	Precautionary Work in case of Fire
5.12	Not Used
5.13	Not Used
5.14	Removal of Water
5.15	Temporary Drainage
5.16	Damage by Erosion
5.17	Precautionary Work during Typhoon or Heavy Rain
5.18	Temporary Water Supply
5.19	Temporary Lighting and Power
5.20	Hoardings, Walkways, etc.
5.21	Notice Boards and Advertising
5.22	Temporary Roads
5.23	Monitoring Works for Ground Movement, Building Settlement and Verticality

SECTION A - PRELIMINARIES (Cont'd)

Index (Cont'd)

6.0 SUB-CONTRACTS AND SPECIALIST CONTRACTS ETC.

6.01 Not Used

6.02 Not Used

6.03 Not Used

6.04 Not Used

6.05 Not Used

6.06 Not Used

6.07 Not Used

7.0 INSURANCE AND SURETY

7.01 Insurance

7.02 Surety Bond

8.0 GENERAL OBLIGATIONS

8.01 Temporary Easements

8.02 Attendance and Cutting Away

8.03 Setting-Out

8.04 Dimensions

8.05 Good Order

8.06 Daily Reports and Photographs

8.07 Protection and Maintenance of Existing Features, Services, etc.

8.08 Protection of Adjoining Properties, Roads, Utilities, etc.

SECTION A - PRELIMINARIES (Cont'd)

Index (Cont'd)

8.0	<u>GENERAL OBLIGATIONS</u> (Cont'd)
8.09	Protective Measures for Walls etc. Built Against Adjoining Properties
8.10	Protection and Preservation of Existing Trees and Shrubs
8.11	Protection and Maintenance of Existing Slopes and Embankments
8.12	Protection of the Public
8.13	Visitors
8.14	Disturbance to Occupants of Neighbouring Properties, etc.
8.15	Noise Control Ordinance
8.16	Site Security
8.17	Hot and Cold Weather
8.18	Invoices
8.19	Drying Out
8.20	Clearing away Rubbish during the Progress of the Works
8.21	Prevention of Mosquito Breeding
8.22	Not Used
8.23	Not Used
8.24	Completion
8.25	Penalty for Non-compliance with Guidelines for Consultant and Contractor

SECTION A - PRELIMINARIES

1.0 DEFINITIONS AND INTERPRETATION

1.01 Definitions and Interpretation

- | | | |
|-----|--|---|
| (a) | <u>Employer</u> | Wherever the term Employer is used it refers to World Wide Fund for Nature Hong Kong |
| (b) | <u>Project Manager</u> | Wherever the term Project Manager is used it refers to Faithful + Gould |
| (c) | <u>Architect</u> | Wherever the term Architect is used it refers to Thomas Chow Architects Limited |
| (d) | <u>Engineer</u> | Wherever the term Engineer is used it refers to Aurecon Hong Kong Limited. |
| (e) | <u>Quantity Surveyor</u> | Wherever the term Quantity Surveyor is used it refers to Arcadis Hong Kong Limited. |
| (f) | <u>Resident Engineer/
Clerk of Works</u> | Wherever the term Resident Engineer or Clerk of Works is used it refers to such representative on Site as may be appointed by the Employer. |
| (g) | <u>Main Contractor</u> | Wherever the term Main Contractor is used it refers to the person or company so named in the articles of agreement, including any of his representatives, who is employed by the Employer to execute and complete the works |
| (h) | <u>Site</u> | The land and other places on, under, in or through which the Works are to be executed and any other areas designated as storage or work areas. |
| (i) | <u>Works</u> | The term "Works" means all works (including both permanent and temporary works and any change made to the work in accordance with the Contract) and services required of the Main Contractor (and for the avoidance of doubt this includes any sub-contractors of any tier), in the design (to the extent required by the Contract), organization, management, execution, construction, completion and maintenance of such works required by this Contract and whether specifically identified in or which should be properly inferred from the Contract or implied by the operation of any ordinance, regulation or law. |

SECTION A - PRELIMINARIES

1.0 DEFINITIONS AND INTERPRETATION (Cont'd)

1.01 Definitions and Interpretation (Cont'd)

- | | | |
|-----|-------------------------------|--|
| (j) | <u>Specification</u> | This Specification - Preliminaries and any Technical Performance or other Specification attached hereto and any further specifications furnished to the Main Contractor as the Works proceed. |
| (k) | <u>Drawings</u> | The drawings as listed in Appendix 'A' to the Conditions of Tender except those drawings marked as Reference Drawings, together with any modifications of such drawings and any such other drawings as may from time to time be furnished by or approved in writing by the Project Manager/ Architect. |
| (l) | <u>Approved/
Approval</u> | Approved or Approval means the endorsement in writing by the Project Manager/ Architect. Under no circumstances shall any Approval relieve the Main Contractor of his responsibilities or obligations as set out in the Contract. |
| (m) | <u>B.S.</u> | Reference to British Standards (B.S.) in the contract documents are to the latest standards published by the British Standards Institution, 389 Chiswick High Road, London W4 4AL United Kingdom. |
| (n) | <u>C.P.</u> | The latest British Standard Code of Practice at the time of tendering, including any amendments thereto, and as issued by the Council for Codes of Practice for Building, of Lambeth Bridge Road, London, S.E.1. |

SECTION A - PRELIMINARIES (Cont'd)

1.0 DEFINITIONS AND INTERPRETATION (Cont'd)

1.01 Definitions and Interpretation (Cont'd)

- | | | |
|-----|---|--|
| (o) | <u>Month</u> | The term “month” shall be regarded as meaning a calendar month. |
| (p) | <u>Day</u> | The term “day” shall be regarded as meaning a calendar day. |
| (q) | Hong Kong Government/
<u>Government</u> | Hong Kong Government or Government shall mean the Government of the Hong Kong Special Administrative Region. |
| (r) | Where the context requires, words importing the singular only shall also include the plural and vice versa. | |
| (s) | Where the context requires, words importing the male only shall also include female and neuter. | |

SECTION A - PRELIMINARIES (Cont'd)

1.0 DEFINITIONS AND INTERPRETATION (Cont'd)

1.02 Calculation of Periods

Where any periods of days are mentioned in these documents, they shall be taken to mean calendar days inclusive of all statutory holidays, Sundays and days of typhoon and inclement weather.

1.03 Metrication

Conversion of metric to imperial units and vice versa will be carried out in accordance with the conversion factors in BS 350 Pt. 1 and 2 and British Standards Institute Publications P.D. 6031 and P.D. 6203.

2.0 SITE, ACCESS AND WORKS

2.01 Site of the Works

The Site of the Works is at Mai Po, San Tin, Yuen Long, New Territories. The Works area is along Tam Kon Chau Road, bounded from Castle Peak Road (San Tin) and up to WWF's Peter Scott Field Study Centre. It is the Main Contractor's responsibility to propose and coordinate with relevant Government Departments on the exact Site boundary of the Works which shall be subject to Project Manager's / Architect's and relevant Government Department's confirmation and approval.

2.02 Accept Site as Found

The Main Contractor shall accept the Site AS FOUND on the Date for Possession and at his own expense shall clear the Site of any debris which may have been left by the preceding occupants/contractors.

SECTION A - PRELIMINARIES (Cont'd)

2.0 SITE, ACCESS AND WORKS (Cont'd)

2.03 Scope of Contract

The Works required under this Contract comprise, but not limited to the following:-

1. Design, supply and installation of the underground street fire hydrant provision in complying with the requirements from Hong Kong Fire Services Department (HKFSD) and Water Supplies Department (WSD) , (including excavation, backfilling works & make good of the roads), all distribution pipework, supporting works, etc. as per the Drawings, Manual of Mainlaying Practice, Manual for Structural Design of Waterworks Structures issued by WSD and relevant statutory requirements.
2. Testing and commissioning of the works installation in complying WSD's requirements and acceptance.
3. Submission of materials and equipment, detailed working drawings, working drawings for WSD's approvals and works permissions, builder's works drawings, As-Fitted Drawings and Works Programmes.
4. Preparation and submission of O&M Manuals.
5. Painting and labelling of all pipework and components of the system.
6. Provision of full time site engineer, who should have at least 5 years supervisory experience in projects under Helping Business Programme to WSD of similar size at works as required for site co-ordination, supervision and execute the instruction given by the Employer's Representative.
7. Provision of Competent Representative to attend all meetings as instructed by the Employer's Representative.
8. Provision of preventive maintenance on works installation within defect liability period. The maintenance work shall include all labour cost, resources, temporary works, associated works and equipment.
9. Preparation and submission of drawings, records, technical information, laboratory tests, test reports and relevant Forms to the Water Supplies Department, Fire Services Department, other departments and utility companies required for satisfactory completion of the Project. All related cost and fees are deemed to be included in the Contract.
10. Duly and fully complete all application forms and/or statutory forms and submit to utilities and/or government authorities. The "duly and fully complete" means that the Contractor shall take full responsibility to finish every section of the application forms, e.g. the Form WWO 46, etc.

SECTION A - PRELIMINARIES (Cont'd)

2.0 SITE, ACCESS AND WORKS (Cont'd)

2.03 Scope of Contract (Cont'd)

11. Liaison with all relevant statutory authorities and utility companies. Prepare all submissions to the relevant statutory authorities and utility companies, arrange and attend the statutory authorities and utility companies for inspection and connections for the satisfactory completion of the works. Application submissions and renewal of all the statutory documents during the Contract Period as well as Defect Liability Period shall be included.
12. All Drawings are for indicative purposes only. The Contractor shall be responsible to supply and install all necessary items that may not be explicitly specified in this Contract specification but necessary for accomplishing the design intent. The Contractor shall also be responsible to verify all spaces and places to be allowed for this Contract works and the exact dimensions and routes of all services included. The Installation Works covered by this Contract have been designed to the best knowledge in compliance with the appropriate and current codes and regulations. Nevertheless, it is the responsibility of the Contractor to ensure the final installation is in full compliance with all the statutory requirements.
13. Responsible to check all spaces and places to be allowed for his installation work. Any improper installation work shall not be accepted and the Contractor shall bear all subsequent cost to be incurred for fully meeting with this Contract requirements.
14. Provision of all builder's works for the satisfactory completion of the works
15. Co-ordinate and furnish adequate information/drawings to ensure smooth execution of work.
16. Co-ordination and liaise with all other statutory authorities, utilities companies, land owners, etc, in order to fully accomplish the scope of works as stipulated in this Contract.
17. Complete the water supply connection works including pipes, fittings, valves. Including traffic control, excavation, backfill and making good. Follow the procedure given under the latest Practitioner's Guidelines and form HBP1 which are available at Environment, Transport and Works Bureau's Homepage. The Contractor shall bear and settle all costs of fees, permits, testing, stamping of samples, connections, licenses, certificates, etc. pertaining as required by Authorities and Utilities for the completion of this works.

SECTION A - PRELIMINARIES (Cont'd)

2.0 SITE, ACCESS AND WORKS (Cont'd)

2.03 Scope of Contract (Cont'd)

The scope of the Works described above shall not be treated as exhaustive and the Main Contractor shall study all relevant documents and satisfy himself as to the full extent, character and nature of the Works. No claims for additional payment or extension of time resulting from failure to do so will be entertained.

The Main Contractor's particular attention is drawn to the fact that certain works called for under this Contract are located outside the PSFSC. The Main Contractor is deemed to have allowed all time and cost implication to cope with any difficulties that may arise.

SECTION A - PRELIMINARIES (Cont'd)

2.0 SITE, ACCESS AND WORKS (Cont'd)

2.04 Responsibility for Access

Access to the Mai Po Nature Reserve is as shown on Guidelines for Consultant and Contractor in Specification Section C. It is Main Contractor's own responsibility to propose Site Access Plan which is subject to Project Manager's / Architect's approval.

The Main Contractor shall take over and maintain the access. Any addition, omission or re-routing of the access to suit his method of construction shall be at his own expense. The Main Contractor shall be responsible for all application submission of such amendment and bear the consequences of any disapproval thereafter. The Main Contractor shall ensure that he is properly authorized to cross pavements and areas and he must give all notices, pay all fees and reinstate at his own cost all damage caused by him to such pavements and areas howsoever caused.

Routes of access to the Site for all workers and materials shall be submitted to the Project Manager / Architect for approval. The Main Contractor shall install a wheel washing facility and necessary alarm lights at every exit from the Site to the Project Manager's / Architect's satisfaction.

The Main Contractor shall ensure that vehicular access to and around the Site via the approved route is not affected by the Works and that general access to and around the Site is maintained at all times.

The Main Contractor is advised that all matters concerning access to the Site will be his own responsibility and he will be deemed to have allowed for any costs in connection with any restrictions placed on his access, re-routing of access, etc. and no claims for additional payment or extension of time will be entertained as a result of any restrictions, closures or diversions that may arise or be imposed.

2.05 Access for Specialist Contractors (if any) etc.

The Main Contractor shall co-ordinate and arrange with the Specialist Contractors, statutory undertakers, utility companies, etc. to provide them with proper access to the Site and their working areas to execute their works. The Main Contractor shall provide safety measures to the Project Manager's / Architect's satisfaction for their access.

SECTION A - PRELIMINARIES (Cont'd)

2.0 SITE, ACCESS AND WORKS (Cont'd)

2.06 Roads and Pavements

The Main Contractor must ensure that the streets, pavements, corridors, etc. leading to and around the Site are kept free from obstruction, earth, debris, rock or water at all times, brought about by the Works. The Main Contractor shall in no way cause any inconvenience or hindrance to any traffic or persons either by his own vehicles or by his workers, scaffolding, plant or materials, etc. No external hoisting from public roads, etc. will be permitted except with the express written permission of the Project Manager / Architect.

The Main Contractor must ensure the safety of pedestrians, members of the public and/or vehicles within and around the Site. An attendant must be present when trucks are entering or leaving the Site to safeguard pedestrians and other traffic. Neither vehicles, equipment nor materials, which may be required for use on the Site, are to be parked, stored or left in or on the roads, streets or passages around the Site and no queuing of vehicles is permitted.

The Main 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. Neither water, mud or any other offensive material is to be allowed to be spread from the Site on to any roads, streets or passages around the Site.

The Main Contractor is responsible for ensuring that all vehicles (regardless of ownership) leaving the Site are safely loaded and covered to prevent any spillage or loss of materials during transit and the generation dust into the atmosphere.

The Main Contractor shall reimburse the Employer, or the Employer may deduct from any monies due to the Main Contractor, for any sums claimed by any Government Departments in respect of the reinstatement or remedial works to roads, pavements or related drainage systems around the Site if according to the relevant Government Departments, these reinstatement or remedial works are required due to the construction of the Works by the Main Contractor.

SECTION A - PRELIMINARIES (Cont'd)

2.0 SITE, ACCESS AND WORKS (Cont'd)

2.07 Area for Work

The Works area is along Tam Kon Chau Road, bounded from Castle Peak Road (San Tin) and up to WWF's Peter Scott Field Study Centre. It is the Main Contractor's responsibility to propose and coordinate with relevant Government Departments on the exact Site boundary of the Works which shall be subject to Project Manager's / Architect's and relevant Government Department's confirmation and approval.

The area which the Main Contractor will have for the Works shall be proposed by the Main Contractor which is subject to Project Manager's / Architect's approval. The Main Contractor shall make the appropriate allowances in his programme and construction sequence to cater for the limitations of area for Works.

If any additional works areas or borrow areas are required, the Main Contractor shall arrange to apply or borrow such areas by himself at his own expense. The Main Contractor shall make good and reinstate such areas to their former conditions before handing back to the relevant parties or departments.

Except as necessary for the works outside Site Boundary, the Main Contractor must keep all workpeople strictly within these limits. All vehicles of the Main Contractor and Nominated Sub-Contractors (if any) must also park within these limits, unless advance approval has been obtained from the Employer.

Bar bending must be kept to a minimum and should, as far as possible, be carried out away from the existing building. The Resident Engineer/Clerk of Works will be responsible for ensuring the due compliance with this Clause, subject to a reference to the Project Manager / Architect in the event of any difference of opinion as to whether fabrication off the Site is undesirable for technical reasons. Prior approval of the Project Manager / Architect must be obtained if fabrication on Site is considered conducive to the expeditious and efficient progress of the Works.

SECTION A - PRELIMINARIES (Cont'd)

2.0 SITE, ACCESS AND WORKS (Cont'd)

2.08 Works outside the Site Boundary

The Main Contractor shall make due allowance for any works to be carried out outside the site boundary. Prior to the commencement of the works outside the site boundary, the Main Contractor shall obtain all necessary approval, consent and permits from all relevant authorities, Government Departments and affected parties and pay all fees required. Temporary Traffic Management Scheme shall be prepared and implemented for the co-ordination of the traffic directions and traffic diversion where necessary and shall be all at Main Contractor's expense.

The Main Contractor may be required to phase the works and/or carry out the works outside the normal hours in order to fulfill the requirements of the relevant authorities. No claims for additional payment or extension of time will be entertained for the above arrangements of the works.

All streets, pavements, corridors, etc. shall be free from obstruction at any time. The Main Contractor shall maintain uninterrupted access to the Site and provide alternative pavements to the pedestrians to across the affected areas. All necessary safety measures shall be provided for the protection to the public, all persons, property, roads, utilities, trees, slopes, etc. on or adjacent to the works.

The Main Contractor shall make good and reinstate all areas affected by carrying out these works to their former condition.

2.09 Concurrent Adjoining Works

The Main Contractor is to note that Fitting Out Works of Exhibition in the Education Centre is being carried out concurrently to the Works. The Main Contractor is obliged to prevent any nuisance caused due to the run-off of water from the Site onto the adjoining site and liaise with and co-ordinate the contractors of the concurrent works to ensure the proper functioning of any existing temporary or permanent drainage systems.

The Main Contractor shall be responsible for maintaining close liaison with Contractor of Fitting Out Works of Exhibition in the Education Centre and other Contractors both on and off-site as to the time and manner of executing their works.

The Main Contractor shall provide free and unobstructed access to these works, and any other adjacent works, and shall where necessary liaise with the Contractor of Fitting Out Works of Exhibition in the Education Centre and other Contractors and other duly constituted authorities on details of interdependent phasing.

The Main Contractor shall make due allowance for the requirements of interface projects in preparing his Works Programme.

No claims for additional payment or extension of time will be entertained resulting from the default in such co-ordination.

SECTION A - PRELIMINARIES (Cont'd)

2.0 SITE, ACCESS AND WORKS (Cont'd)

2.10 Not Used

2.11 Not Used

2.12 Not Used

3.0 TENDER AND CONTRACT

3.01 Form of Contract

The Articles of Agreement and Conditions of Contract shall be the "Agreement & Schedule of Conditions of Building Contract for use in the Hong Kong Special Administrative Region, Private Edition - Without Quantities, First RICS (HK Branch) Edition 1986, First amendments published September 1997, Second amendments published July 1999", copies of which may be purchased from the Hong Kong Institute of Surveyors together with the special conditions set out elsewhere in the Contract Documents.

The Main Contractor is to allow for all costs for the compliance with the Conditions and Special Conditions of Contract in Schedule No. 1 – Preliminaries of the Schedule of Rates / the Contract Sum.

The Main Contractor must acquaint himself with the Conditions and the Special Conditions of Contract as neglect or failure on his part to do so will not relieve him from complying with the said Conditions and Special Conditions of Contract or any part thereof.

SECTION A - PRELIMINARIES (Cont'd)

3.0 TENDER AND CONTRACT (Cont'd)

3.01 Form of Contract (Cont'd)

The Appendix to the Conditions of Contract will be filled in as follows:

	<u>Clause</u>	
Defects Liability Period	15,16& 30	12 months
Date for Possession	21	Within 7 days from Project Manager's / Architect's written notification
Date for Completion	21	365 days from and including the Date for Possession of the Site
Liquidated and Ascertained Damages	22	at the rate of HK\$ <u>2,000</u> per day
Period of delay:	26(1)(c)	
(a) by reason of sub-paragraphs (i), (ii) or (iii) [if none stated is three months]		
(b) by reason of sub-paragraphs (iv), (v), (vi) or (vii) [if none stated is one month]		

SECTION A - PRELIMINARIES (Cont'd)

3.0 TENDER AND CONTRACT (Cont'd)

3.01 Form of Contract (Cont'd)

	<u>Clause</u>	
Prime Cost Sums for which the Main Contractor desires to tender	27(g)	Not applicable
Period of Interim Certificates	30(1)	1 month
Period for Honouring Certificates	30(1)	60 days from Presentation of Certificate
Percentage of Certified Value Retained	30(3)	10%
Limit of Retention Fund	30(3)	5% of Contract Sum excluding Prime Cost Sums for Nominated Sub-Contractors' and Nominated Suppliers' Works (rounded up to the nearest thousand) plus the Retention held in respect of Nominated Sub-Contractors and Nominated Suppliers
Period of Final Measurement and Valuation	30(5)	12 months
Amount of Surety Bond	31	10% of Contract Sum (rounded up to the nearest thousand)
Percentage Labour Content	36(3)	Not applicable

SECTION A - PRELIMINARIES (Cont'd)

3.0 TENDER AND CONTRACT (Cont'd)

3.02 Lump Sum Contract and Fixed Price

The Contract shall be “lump sum contract” for executing the Works in accordance with the Contract Documents. The Contract Sum will only be adjusted in the case of adjustments to provisional sums or for variations and any other adjustments provided for under the Contract.

The Main Contractor's prices shall be deemed to include for the cost of all labour, materials, incidentals of labour and materials, all cutting and waste, fixing, duties, royalties, packing, freight, transport by sea and/or land, insurances, unloading, godown and/or other temporary off-site storage costs, delivery to Site, hoisting and fixing in the required positions, lowering, multi-handling charges, scaffolding and staging, plant, supervision, all on or off site management costs, risk, overheads, profit and all things and matters necessary and requisite for the fulfilment of all the Conditions of Contract and for the timely and satisfactory completion of the entire Works.

The Contract shall be on the basis of a “fixed price” which will not be adjusted for any variation in the cost of freight, landing charges, storage, insurance, labour or materials or currency fluctuations occurring after the date for submission of tenders.

SECTION A - PRELIMINARIES (Cont'd)

3.0 TENDER AND CONTRACT (Cont'd)

3.03 Method of Measurement

Schedule of Rates are measured in accordance with the principles of the “Hong Kong Standard Method of Measurement of Building Works – Fourth Edition” published by the Hong Kong Institute of Surveyors, Fourth Edition, Combined Building Works & Building Services, 2005. Where any departures from the Standard Method of Measurement are made, these are set out in detail in the self-explanatory in the relevant bill items. All such departures shall be accepted by the Main Contractor and the bill items shall be priced according to the methods of measurement adopted. No claims in respect of any departures from the Standard Method of Measurement will be entertained. Wherever the Special Preambles vary from the Preambles, the Special Preambles shall prevail.

The method of measurement adopted in the preparation of Schedule of Rates shall be applied equally to the measurement and/or remeasurement of finished works.

SECTION A - PRELIMINARIES (Cont'd)

3.0 TENDER AND CONTRACT (Cont'd)

3.04 Schedule of Rates

The Schedule of Rates shall be read in conjunction with the Articles of Agreement, Conditions and Special Conditions of Contract, Conditions of Tender, Form of Tender, Specification and the Contract Drawings.

The Schedule of Rates shall not be subject to remeasurement or adjustment whatsoever otherwise than in accordance with the expressed provisions of the Conditions and Special Conditions of Contract.

The quantities in the Schedule of Rates shall be for reference only and shall not form part of the Contract. The Contract Sum shall not be adjusted for any errors or omissions, etc., in quantities that may be detected at a later stage.

The Schedule of Rates shall not be regarded as a complete statement of the Works included in the Contract. In the absence of any items in the Schedule of Rates for works shown on the Drawings or described in the Specification, any monetary cost and time attributable thereto shall be deemed to have been included elsewhere in the Contract Sum. The Contract Sum shall be deemed to include for all works shown or described in the Contract Documents as a whole for the complete and proper execution of the Works.

The prices and/or the rates in the Schedule of Rates shall, in accordance with the expressed provisions of the Conditions of Contract, be used for the valuation of variations which may be ordered by the Project Manager / Architect.

SECTION A - PRELIMINARIES (Cont'd)

3.0 TENDER AND CONTRACT (Cont'd)

3.05 Contract Drawings

The Contract Drawings shall be as listed in Appendix 'A' to the Conditions of Tender except those drawings marked as Reference Drawings.

3.06 Discrepancies

All items of the Works shown on the Drawings or described in the Specification are taken to be included in the Contract.

The Main Contractor shall verify all dimensions shown on the Drawings and other documents before use. Any discrepancy which occurs in any of these documents shall immediately be brought to the attention of the Project Manager / Architect who shall give instruction to the Main Contractor to resolve the discrepancy. Any abortive works due to the Contractor late notification shall be entirely at the Contractor's own risk on time and costs.

3.07 Site Visit

The Main Contractor shall be deemed to have visited the Site, to acquaint himself with the location, access, means of communication, contours, nature of soil, positions of existing underground services, storage and working space. In addition, the Main Contractor shall examine the existing public nullah, structures, footpaths, etc. and the requirements regarding the protection of all adjacent or adjoining buildings or properties and the limitation on public access and the safe movement of traffic as required by the relevant authorities. He shall also examine the conditions of private or public properties adjacent to or abutting the Site, and obtain all information which may affect the Works. No claims will be considered for any additional payment or extension of time arising from the Main Contractor failing to implement the requirements of this Clause and therefore pleading ignorance of the Site or of the existing structures on Site, etc. or any misunderstanding or misapprehension of the matters referred to in this Clause by the Main Contractor.

Permission to visit the Site may be obtained from the Employer by prior appointment.

3.08 Implication of Specification Clauses

Unless otherwise stated in the Drawings or Specification, all clauses specifying materials, fittings, etc. are to be read as implying that such materials, fittings etc. are to be supplied and fixed by the Main Contractor.

SECTION A - PRELIMINARIES (Cont'd)

3.0 TENDER AND CONTRACT (Cont'd)

3.09 Shop Drawings

The Main Contractor shall prepare shop drawings for the use in the fabrication and manufacture process. Shop drawings shall be submitted by the Main Contractor at least 30 days before implementation for the Project Manager's /Architect's approval. The Project Manager / Architect may reject, approve or amend any shop drawings submitted by the Main Contractor. If the shop drawings are rejected, the Main Contractor shall revise them as necessary and resubmit the revised shop drawings for approval at the time as directed by the Project Manager / Architect. No claims for additional payment or extension of time will be accepted as a result of any disapproval or amendment.

No work for which shop drawings are required shall commence until the shop drawings are approved by the Project Manager / Architect. Work for which shop drawings are required which does commence before shop drawing approval has been granted shall be at the Main Contractor's own risk and no additional payment or extension of time will be allowed if such work is required to be removed by the Project Manager / Architect because of non-compliance with the approved shop drawings.

The submission to and approval by the Project Manager / Architect of any shop drawings (or revisions if applicable) shall not relieve the Main Contractor of any of his duties or responsibilities under the Contract.

3.10 Working Drawings

The Main Contractor shall prepare his own working drawings, showing the details of the Works for co-ordination with other works and actual construction use, in accordance with the Drawings, Specification, details and documents received from the Project Manager / Architect throughout the whole design development process. Working drawings shall be submitted by the Main Contractor at least 30 days before implementation for the Project Manager's / Architect's approval. The Project Manager / Architect may reject, approve or amend any working drawings submitted by the Main Contractor. If the working drawings are rejected, the Main Contractor shall revise them as necessary and resubmit the revised working drawings for approval at the time as directed by the Project Manager / Architect. No claims for additional payment or extension of time will be accepted as a result of any disapproval or amendment.

SECTION A - PRELIMINARIES (Cont'd)

3.0 TENDER AND CONTRACT (Cont'd)

3.10 Working Drawings (Cont'd)

No work for which working drawings are required shall commence until the working drawings are approved by the Project Manager / Architect. Work for which working drawings are required which does commence before working drawing approval has been granted shall be at the Main Contractor's own risk and no additional payment or extension of time will be allowed if such work is required to be removed by the Project Manager / Architect because of non-compliance with the approved working drawings.

The submission to and approval by the Project Manager / Architect of any working drawings (or revisions if applicable) shall not relieve the Main Contractor of any of his duties or responsibilities under the Contract.

3.11 As-Built Drawings and Documentation

The Main Contractor shall prepare two sets of all as-built drawings including all relevant working drawings, shop drawings and details showing the as-built condition of all sections, sub-sections, systems, elements of the Works. The Main Contractor shall also prepare one set of documentation which includes but not limited to the certificates, guarantees and warranties required to be submitted in this Contract, other guarantees and warranties from the manufacturers, sub-contractors and suppliers, operation and maintenance manuals, reports, material schedule, spare part list, etc. of the Works. All these drawings and documents shall be well bound and submit to the Project Manager / Architect within 60 days after issue of the Certificate of Practical Completion for the Works.

For building services works, refer to the requirements as stated in the Specification Section B - Technical Specification for respective building services works.

3.12 Copyright

The copyright of all drawings, reports, calculations and other similar documents provided by the Main Contractor in connection with the Works shall remain vested in the Main Contractor, but the Employer and its successors in title shall have an irrevocable licence to use and reproduce such drawings and other documents for any purpose related to the Works including, inter alia, construction, maintenance, reinstatement, rebuilding, improvement, betterment, letting, promotion, advertisement of the Works or any part thereof.

The Main Contractor undertakes to procure that there shall be granted to the Employer and its successors in title an irrevocable licence as referred to in the preceding paragraph in relation to any documents of the same nature as the above mentioned documents provided by any party other than the Main Contractor for any purpose related to the Works including, inter alia, construction, maintenance, reinstatement, rebuilding, improvement, betterment, letting, promotion, advertisement of the Works or any part thereof.

SECTION A - PRELIMINARIES (Cont'd)

3.0 TENDER AND CONTRACT (Cont'd)

3.13 Information Submission

Whenever any drawings, calculations, forms, reports, etc. are required to be submitted to the Government Departments for inspection, acknowledgement, approval, or for the application for permits, consent, occupation permit, etc. or for any other purposes as required by the Government Departments, the Main Contractor is to prepare the same or to provide the necessary information and relevant material to enable and facilitate the preparation of the same by the Project Manager / Architect as the case may be.

The Main Contractor shall fully co-operate with the Project Manager / Architect in this connection to secure timely submission to the Government Departments of the requisite drawings, calculations, forms, reports, etc. The Main Contractor shall allow sufficient time for checking, processing, approval and preparation for submission by the Project Manager / Architect prior to subsequent submission to the Government Departments. Acceptance or approval by the Project Manager / Architect of any drawings, calculations, forms, reports, information, etc. provided by the Main Contractor shall not in anyway reduce the Main Contractor's responsibility under the Contract. No claims for any extension of time will be allowed for any delay caused to the Contract which stems from the Main Contractor's untimely submission to the Project Manager / Architect of the necessary drawings, calculation, information, etc.

In the event any such drawings, calculations, forms, reports, relevant information and materials, etc. are rejected by the Project Manager / Architect or subsequently by the Government Departments, the Main Contractor shall be responsible for all necessary re-submission. Any delay to the Contract arising therefore shall be the sole responsibility of the Main Contractor except when the rejection by the Government Departments are not due to any default on the part of the Main Contractor.

In preparing the programme required by Clause 3.17 – Programme of Work, the Main Contractor shall make adequate allowance for the procedures and the time required by the relevant authorities to consider the submissions and re-submissions and to give either their comments, approvals, acceptance or consent, as the case may be, for each and every application.

Should the Authorities require, at any time, any tests to be carried out on work previously constructed then the Project Manager / Architect shall issue instructions under Clause 6(3) of the Conditions of Contract and the Main Contractor shall carry out and complete the tests and issue reports and/or results and/or readings to the Project Manager / Architect for comment and/or onward submission to the relevant Authorities.

SECTION A - PRELIMINARIES (Cont'd)

3.0 TENDER AND CONTRACT (Cont'd)

3.14 Not Used

3.15 Not Used

3.16 Not Used

3.17 Programme of Work

Within 42 days of award of the Contract the Main Contractor shall submit to the Project Manager / Architect for approval six copies of a master programme showing his intended working method, construction activities, sequence and order of proceeding with the Works together with the period of time he has estimated for each and every such activity. This programme shall be an amplification of the outline programme submitted with the tender and it shall identify the critical path and the logical relationship between the construction activities.

The whole programme is to be reviewed and updated regularly as required by the Project Manager / Architect. Six copies of the revised programme shall be submitted to the Project Manager / Architect clearly indicating the state of progress of the works and the revisions necessary to achieve completion by the dates required in the Contract.

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

In order that the programme may be maintained or amended where necessary it is incumbent upon the Main Contractor to notify the Project Manager / Architect whenever there is the likelihood of a delay occurring in his own work. Failure by the Main Contractor to notify the Project Manager / Architect in a timely manner will be prejudicial to any future consideration being given to any request for an extension of time.

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

SECTION A - PRELIMINARIES (Cont'd)

3.0 TENDER AND CONTRACT (Cont'd)

3.18 Order of Work

Subject to the Project Manager's / Architect's confirmation regarding any question in relation to any structural or technical matters for which the Project Manager / Architect is finally responsible, the Main Contractor shall be guided by the Project Manager / Architect in arranging the order of work with a view to avoiding delay, minimizing disruption to the activities of the Employer or expediting the completion of the Contract or to make up for any time lost as ascertained by reference to the programme and progress schedules prepared under Clause 3.17 – Programme of Work and agreed between the Main Contractor, the Employer's Representative and the Project Manager / Architect from time to time.

3.19 Working Hours

The Main Contractor shall comply with all restrictions on working hours as imposed by any Government regulations. Working hours beyond the Main Contractor's normal working hours shall be subject to the provisions of the current Summary Offences Ordinance or as may be decided by the Project Manager / Architect and in accordance with the Hong Kong Police requirements on any day of the week. The Main Contractor shall at his own expense supply all necessary and additional labour for night and overtime working including all artificial lighting for the Works including all the sub-contractors' works as may be required to be completed within the contract period. No concreting or plaster work shall be carried out outside the working hours of the Resident Engineer or Clerk of Works without the permission of the Project Manager / Architect.

3.20 Not Used

3.21 Not Used

3.22 Not Used

3.23 Not Used

SECTION A - PRELIMINARIES (Cont'd)

3.0 TENDER AND CONTRACT (Cont'd)

3.24 Representatives of the Employer

The Employer's Representative, Project Manager, Architect, Engineer, Quantity Surveyor and other representatives appointed by the Employer shall have access to all parts of the Works at any time and may issue instruction through the Project Manager / Architect to the Main Contractor as may be necessary for the proper execution of the Works in accordance with the Drawings and Specifications. They shall be readily available to assist in the co-ordination of the progress of the Works to ensure that the Works proceed smoothly and expeditiously. The Main Contractor shall not be entitled to claim for any additional payment or extension of time as a result of complying with any such co-ordinating instructions or directions.

3.25 Site Instructions

The Main Contractor shall maintain an efficient site organisation so that all instructions issued by the Project Manager / Architect are communicated immediately to the Site.

The Main Contractor shall only take written instructions from the Project Manager / Architect or persons authorised by the Project Manager / Architect in writing. All site instructions given to him or his foreman or project manager by the Project Manager / Architect or such other persons as are authorised shall be confirmed by the Main Contractor in writing within 7 days to the Project Manager / Architect as a request for the issuance of a relevant Project Manager's / Architect's Instruction (Request for Instruction – RFI) of all site instructions.

The Main Contractor shall prepare an updated list of instructions available on Site and allow to be inspected at all reasonable time required by the Project Manager, Architect, Engineer, Resident Engineer/Clerk of Works and Quantity Surveyor.

3.26 Stop Work Instructions

The Project Manager, Architect, Engineer and Resident Engineer/Clerk of Works are empowered to stop all Works or any part of the Works, if such work is not in accordance with the Architect's Specification, Drawings and instructions and/or if such work contradicts the Building Regulations and/or is causing or is likely to cause danger to the Works, the general public, the Employer or surrounding properties.

3.27 Contractor's Measurements

The Employer will not be liable for any expense incurred by the Main Contractor in connection with any arrangements he may make concerning the measurement on his behalf of variations or the adjustment and settlement of accounts.

SECTION A - PRELIMINARIES (Cont'd)

3.0 TENDER AND CONTRACT (Cont'd)

3.28 Daywork Claims

When the Main Contractor intends to make a claim for daywork under Clause 11(4)(c) of the Conditions of Contract, he shall give the Project Manager / Architect and the Quantity Surveyor at least 3 days' notice of this intention. However, the giving of this notice shall not bind the Project Manager / Architect or Quantity Surveyor to value the work on such basis.

Before confirmation of order for any materials, the Main Contractor shall submit to the Project Manager / Architect and Quantity Surveyor quotations for the same for approval and he shall furnish to the Project Manager / Architect and Quantity Surveyor such receipts or other vouchers as may be necessary to prove the amounts actually paid.

In respect of all work executed on a daywork basis the Main Contractor shall, during the continuance of such work, deliver each day to the Project Manager / Architect or Project Manager's / Architect's Representative or Resident Engineer/ Clerk of Works an exact list in duplicate of the names, employee number, occupation and time of all workers employed on such work and a statement, also in duplicate, showing the description and quantity of all materials and plant used. One copy of each list and statement will, if correct or when agreed, be signed by the Project Manager / Architect or Project Manager's / Architect's Representative or Resident Engineer/ Clerk of Works and returned to the Main Contractor.

At the end of each month the Main Contractor shall deliver to the Project Manager / Architect and Quantity Surveyor a priced statement of the labour, material and plant used and the Main Contractor shall not be entitled to any payment unless such lists and statements have been fully and punctually rendered.

The Main Contractor shall afford to the Project Manager / Architect and Quantity Surveyor as well as to the Project Manager's / Architect's Representative or Resident Engineer/ Clerk of Works every facility for checking on Site all time and materials for which he proposes to charge.

3.29 Main Contractor's Claims for Extras

The Main Contractor shall give notice to the Project Manager / Architect and Quantity Surveyor within 28 days of an event becoming apparent to the Main Contractor that it has occurred which gives rise to a claim and the contractual provisions upon which the claim is based. No consideration will be given to any claims for any additional payment or extension of time if the Main Contractor has not made the above written submissions within stipulated time limit so as to enable the circumstances and reasons for such claimed additional expense or extension of time to be ascertained and evaluated.

The Main Contractor shall give particulars (as full and detailed as possible) of all claims for any additional costs and/or extension of time to which the Main Contractor may consider himself entitled within a reasonable time thereafter.

SECTION A - PRELIMINARIES (Cont'd)

3.0 TENDER AND CONTRACT (Cont'd)

3.30 List of Instructions with Financial Implications

The Main Contractor shall send to the Project Manager / Architect and Quantity Surveyor a list of instructions received showing the changes of the Works and the financial implications of all Project Manager's / Architect's Instructions, confirmation of the verbal instructions, verbal instructions, site instructions, etc. upon request by the Project Manager / Architect or Quantity Surveyor at any time within reasonable time.

3.31 Supervision Plan

The Main Contractor shall, if not already previously submitted, immediately upon award of Contract complete and submit to the Project Manager / Architect Part IV of the Supervision Plan for the Works in accordance with the requirements under the Technical Memorandum for Supervision Plans 2005 issued by the Secretary for Housing, Planning and Lands under Section 39A of the Buildings Ordinance (Cap. 123) for approval by the Buildings Department, and shall comply with such throughout the construction period.

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

The preview and approval by the Project Manager / Architect of the Main Contractor's Supervision Plan shall not reduce the Main Contractor's liability as specified above.

3.32 Industrial Training and Pneumoconiosis Levies

The Main Contractor's attention is drawn to his obligations under the Industrial Training (Construction Industry) Ordinance and the Pneumoconiosis (Compensation) Ordinance and the Contract Sum is deemed to include the amounts payable in respect of these levies with regard to the Main Contractor's own work. The Main Contractor shall pay the levies in respect of all the Nominated Sub-Contract and Supply Contract Works and the Nominated Sub-Contractors and Suppliers shall reimburse the Main Contractor for the amounts paid by him in respect of each of the Nominated Sub-Contract and Supply Contract Works within 21 days of receipt by the Nominated Sub-Contractors and Suppliers of the Main Contractor's accounts for monies paid.

SECTION A - PRELIMINARIES (Cont'd)

3.0 TENDER AND CONTRACT (Cont'd)

3.33 Preliminary Items

The Preliminary items included in the Schedule of Rates apply to the whole of the Works carried out under this Contract and the amounts and/or rates inserted by the Main Contractor shall be deemed to include any additions or omissions which may be ordered by the Project Manager / Architect under the Conditions of Contract and cover the complete requirements of the Conditions of Contract, Special Conditions of Contract, Specification and Contract Drawings together with all general risks, liabilities and obligations set forth or implied in the Contract.

Where a lump sum only has been inserted in respect of the Schedule No. 1 – Preliminaries, the Main Contractor will be required to provide an itemised breakdown of the amount so included.

Where an abnormally high amount has been inserted against an item in the Schedule No. 1 – Preliminaries for which substantial payment would normally be made at the outset of the Contract, payment shall be made at the outset for such portion as the Main Contractor may substantiate and payment of the remaining amount effected over the period of the Contract.

It should be noted that the payment provisions in the preceding paragraph do not apply to amounts inserted against items relating to Insurances, Surety Bonds and the like. These amounts will always be paid for over the period of the Contract notwithstanding payment by the Main Contractor of the entire premium at the beginning of the Contract.

Where no amount or an insufficient amount has been inserted by the Main Contractor in respect of an item in the Schedule No. 1 – Preliminaries, the value or additional value thereof will be deemed to have been included in the Contract Sum and no separate amounts whatsoever will be certified for payment.

SECTION A - PRELIMINARIES (Cont'd)

3.0 TENDER AND CONTRACT (Cont'd)

3.34 Provisional Items etc.

Where "Provisional" items appear in the Schedule of Rates all amounts against such items will be deducted in full from the Contract Sum and all Works carried out under such items, if any, will be valued in accordance with Clause 11(4) of the Conditions of Contract and added to the Contract Sum.

The works which are the subject of the provisional quantities will be measured as constructed and paid for at the rates contained in the Schedule of Rates. The quantities of such items are subject to remeasurement upon completion of the Works.

The provisional quantities are estimates only and no responsibility can be taken for their accuracy. They shall not be held to gauge or limit the amount of work to be executed. No adjustment will be made to the contract rates used for pricing the remeasurement schedules nor extension allowed to the Contract Period should the final quantities differ from the original provisional quantities substantially.

Should any or all of the items, measured as "Provisional", not be required to be executed at all, then the items shall be deleted from the Contract Sum in their entirety with no claim for loss or profit, overheads, etc. being permitted to the Main Contractor.

The Main Contractor is deemed to have made all due allowance for this in the Contract Sum.

3.35 Not Used

SECTION A - PRELIMINARIES (Cont'd)

3.0 TENDER AND CONTRACT (Cont'd)

3.36 Adjustment of Provisional Sums

Where Provisional Sums (other than Provisional Sums for “Disbursements”) are included in the Schedule of Rates for works to be carried out by the Main Contractor which have not been specified in detail at the time of tendering, these sums shall be deducted from the Contract and the works carried out shall be measured and valued in accordance with the Conditions of Contract and the value added to the Contract Sum.

Where Provisional Sums for disbursements for insurances, lithography charges, Government or Utility Company connections and the like, these sums shall be deducted from the Contract and the net amount paid by the Main Contractor shall be added to the Contract Sum, no entitlement to profit, overheads or attendance will accrue.

If Provisional Sums have been changed to P.C. Sums, the percentages for profit and the amounts for attendance will be assessed in accordance with the Conditions of Contract taking account of the percentages and amounts inserted in respect of P.C. Sums which were included in the original tender documents. No further payment whatsoever will be made to the Main Contractor on changing the Provisional Sums to P.C. Sums.

3.37 Adjustment of Prime Cost Sums

The total amount of all Prime Cost Sums (other than Prime Cost Sums for “Disbursements”) will be deducted from the Contract and in lieu thereof shall be added to the Contract Sum :

- (a) The Supply Contract Sums including any adjustment made in accordance with the terms of the Supply Contract.
- (b) The Sub-Contract Sums including any adjustment made in accordance with the Sub-Contract Conditions.

The sum allowed by the Main Contractor for the item of profit on any P.C. Sum in the Schedule of Rates shall be on a percentage basis and will be adjusted according to the actual cost of the material, equipment or work.

The sum allowed by the Main Contractor for the item of attendance on any P.C. Sum in the Schedule of Rates shall not subject to adjustment unless the nature of work described has been changed.

Where Prime Cost Sums for disbursement for insurances, lithography charges, Government or Utility Company connections and the like, these sums shall be deducted from the Contract and the net amount paid by the Main Contractor shall be added to the Contract Sum, no entitlement to profit, overheads or attendance will accrue.

SECTION A - PRELIMINARIES (Cont'd)

3.0 TENDER AND CONTRACT (Cont'd)

3.38 Contingencies

Where Contingencies are included in the Schedule of Rates for works to be carried out by the Main Contractor which have not been specified in detail at the time of tendering, these sums shall be deducted from the Contract and the works carried out shall be measured and valued in accordance with the Conditions of Contract and the value added to the Contract Sum. The expenditure of Contingencies shall be solely at the discretion of the Project Manager / Architect.

4.0 LABOUR, MATERIALS AND WORKMANSHIP

4.01 Site Management Team and Workers

The Main Contractor, all sub-contractors and Specialist Contractors shall provide and employ on Site in connection with the execution and maintenance of the Works :

- (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 workers, as are necessary for the proper and timely execution and maintenance of the Works.

Prior to the commencement of any works on Site, the Main Contractor must submit a name list of the site management team and the workers together with copies of their identity cards to the Employer. All the workers shall at all times wear identity cards bearing the Main Contractor's/sub-contractors'/Specialist Contractors' name and logo, the photograph of the worker, the contractor's (stamp) chop, the Employer's (stamp) chop and the validity period of the identity card. Any person without identity card must be registered in the daily records kept on Site before being allowed to enter the Site.

The Main Contractor's foreman and construction manager are to be approved by the Project Manager / Architect.

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

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

SECTION A - PRELIMINARIES (Cont'd)

4.0 LABOUR, MATERIALS AND WORKMANSHIP (Cont'd)

4.02 Site Meetings

The Main Contractor shall designate a construction manager approved by the Project Manager / Architect who will be required to attend all meetings as called by the Project Manager / Architect and must be empowered to make decisions on behalf of the Main Contractor. The Main Contractor shall prepare all required documents to report the site progress, site problems, variations, programme of work, potential claims and other issues requested by the Project Manager / Architect. The Main Contractor shall inform Nominated Sub-Contractors (if any) and /or Nominated Suppliers (if any) when their presence is required.

The building services co-ordinator shall attend all meetings related to building services and general project co-ordination.

4.03 No Employment of Illegal Immigrants

The Main Contractor, any sub-contractors or Specialist Contractors shall not employ or allow any illegal immigrants onto the Site.

The Main Contractor shall comply with the latest Immigration Ordinance. Employment of illegal immigrants by the Main Contractor or any subcontractors or Specialist Contractors is not permitted and the Main Contractor shall take all precautions against illegal immigrants gaining access to the Site including but not limited to the following:

- (a) Instruct Nominated Sub-Contractors and Specialist Contractors that they must keep a full list of their workers' names and identity card numbers together with copies of their identity cards which are to be sent to the Main Contractor's site office every day.
- (b) Put up signs or posters stating that illegal immigrants will not be employed on the Site and that any found on Site will be reported to the Police immediately.
- (c) Put up signs or posters stating that no one will be allowed to remain on Site if they refuse to produce their identity cards when requested by a supervisor.

The Main Contractor shall indemnify the Employer against any loss or damage arising from the Main Contractor's failure to comply with the provisions of this Clause.

SECTION A - PRELIMINARIES (Cont'd)

4.0 LABOUR, MATERIALS AND WORKMANSHIP (Cont'd)

4.04 Workers Living on Site - Not Allowed

The Main Contractor shall not allow any workers, except for a reasonable number of watchmen, to live on the Site at anytime throughout the Contract nor to trespass beyond the limits of the Site. The Main Contractor will be held responsible for any acts of trespassing by his workers.

Strict precautions must be taken to prevent illegal immigrants from living on the Site, and any found must be reported to the Police immediately.

4.05 Temporary Latrines

The Main Contractor is to provide and maintain at approved locations efficient and sanitary latrine accommodation for the use of male and female workers employed on the Works and the Main Contractor shall keep the whole of the Site and associated buildings in a clean and sanitary condition to the satisfaction of the Project Manager / Architect, the Employer and the Food and Environmental Hygiene Department.

The Main Contractor shall be responsible for arranging the necessary temporary connections to the sewers with prior approval of all relevant Government departments. Where the connections to the sewers are not possible, chemical temporary latrines are to be provided. The latrines must be cleaned and emptied at regular intervals or more frequently as required and cleared away on completion.

The attention of the Main Contractor is specially drawn to the fact that he must instruct his workers and those of the sub-contractors to use the temporary latrines and forbid the workers to contaminate the Works or Site with urine or faeces under penalty of instant dismissal. The Main Contractor shall further instruct his workers that access to and use of newly completed toilet facilities within or around the Site will not be permitted, unless otherwise allowed by the Project Manager / Architect. All works damaged by the workers shall be required to be completely removed and replaced to the Project Manager's / Architect's satisfaction, at the expense of the Main Contractor.

4.06 Safety Precautions

The Main Contractor shall be responsible for the safety of all persons engaged in the execution of the Works, including his own employees, sub-contractors/suppliers of all tiers, authorised personnel of the Employers, Professional Team, Government officers and utility undertakers, and of all authorized visitors to the Site.

SECTION A - PRELIMINARIES (Cont'd)

4.0 LABOUR, MATERIALS AND WORKMANSHIP (Cont'd)

4.06 Safety Precautions (Cont'd)

The Main Contractor is to submit a safety plan to the Project Manager / Architect for approval. The Main Contractor shall carry out regular inspection and maintenance of all temporary works, platforms, stagings, ladders, scaffolds etc. to ensure their safety throughout the construction period.

The Main Contractor is to provide and enforce the wearing of suitable safety helmets, and where necessary, masks, goggles, ear protectors, protective boots, protective and waterproof clothing, safety harnesses and other personal protection equipment for all personnel.

Emergency procedures for Typhoons and Rainstorms shall be produced by the Main Contractor and distributed and displayed at all workplaces and as directed by the Project Manager / Architect. In addition, any other documents, posters, notice boards or other items of a like nature which the Project Manager / Architect may direct or are required by law shall be displayed. The Main Contractor is to revise, replace, maintain or remove the notices, regulations and the like as required by the Project Manager / Architect.

The Main Contractor, his sub-contractors and all persons employed by him on the Site are to comply in every respect with the provisions of any relevant statutory requirements as may be considered applicable to the Works or any temporary works being executed.

The Main Contractor is to comply with the Factories and Industrial Undertakings (First Aid in Notifiable Workplaces) Regulations, in the provisions of first aid equipment and personnel.

The Main Contractor is required to comply with the Labour Department's regulations for safety on work sites during the course of the Works. In particular, when working on drains, sewers and confined spaces, the Main Contractor is to observe adequate safe working procedures.

The Project Manager / Architect may require the immediate removal from Site of any person who, in the opinion of the Project Manager / Architect, fails to properly observe the provisions of the Factories and Industrial Undertakings Regulations or the Construction Sites (Safety) Regulations as appropriate and such other statutory regulations, which from time to time may be in force. Under no circumstances such person shall be employed again on the Site without the prior written agreement of the Project Manager / Architect.

The provisions listed herein regarding safety shall apply to and be binding upon any sub-contractors employed by the Main Contractor for any part of the works on the Site and the persons employed by such sub-contractor. The Main Contractor shall ensure that proper and adequate provisions to this end are included in sub-contracts placed by him.

SECTION A - PRELIMINARIES (Cont'd)

4.0 LABOUR, MATERIALS AND WORKMANSHIP (Cont'd)

4.07 Main Contractor to Give Notice of Injury

In the event of any worker or other person employed on the Works or in connection with the Contract, whether in the employ of the Main Contractor or a sub-contractor, suffers any personal injury and whether there might be a claim for compensation or not, the Main Contractor shall, without delay, give notice in writing of such personal injury to the Commissioner for Labour and forward a copy of the notice to the Project Manager / Architect and the Employer.

4.08 Origin of Materials, Products and Equipment

All materials, products or equipment, incorporated in the permanent work are to be new unless otherwise specified and of the best quality obtainable. The origin of all materials, products and equipment shall be approved by the Project Manager / Architect. The entire quantity required to complete the Works shall be of the same type, colour, size, manufacture and source to give consistent quality and appearance unless otherwise approved by the Project Manager / Architect. Certificates of origin of materials, products and equipment on each batch of delivery shall be submitted to the Project Manager / Architect for checking prior to actual installation on Site. The Project Manager / Architect shall be sole judge as to what materials are of the specified quality and suitable for use in the Works.

4.09 Quality of Materials and Workmanship

The whole of the materials, goods and workmanship shall be consistent with good building and engineering practice in Hong Kong and in compliance with the relevant standards, codes of practice and Government or statutory documents.

Materials shall be handled and fixed in accordance with manufacturer's recommendations and Project Manager's / Architect's instructions. The manufacturer's recommendations shall be submitted to the Project Manager / Architect before the relevant works commence.

Any sustainable products or re-engineering materials shall be approved by the Project Manager / Architect prior to actual installation to the Works.

SECTION A - PRELIMINARIES (Cont'd)

4.0 LABOUR, MATERIALS AND WORKMANSHIP (Cont'd)

4.10 Ordering Materials

The Main Contractor shall not order materials or commence work based on descriptions, sizes or quantities stated in the Schedule of Rates. The Main Contractor shall order materials or commence work only on the basis of Specification, Drawings and/or other information provided for that purpose by the Project Manager / Architect. The Employer shall not be liable for any expense or delays incurred arising out of non-compliance with this Clause.

4.11 Material Samples, Specimen Finishes, etc.

Whether specified in the Specification or not, samples of materials and specimens of finishes must be approved by the Project Manager / Architect before the orders of materials are confirmed. These samples and specimens are to be submitted early enough to allow the Project Manager / Architect sufficient time for consideration, rejection of non-compliant materials and subsequent re-submission(s), and consideration of alternatives should the specified item not be available or an alternative be requested.

The Main Contractor shall prepare specimens of colours, plaster finishes, etc. for the Project Manager's / Architect's approval before proceeding with the work and shall allow for the preparation of sample panels of approximate size 500 x 500 mm each (or other size as approved by the Project Manager / Architect) for approval by the Project Manager / Architect.

All approved samples and specimens are to be kept on Site and all materials to be incorporated in the permanent works should not deviate in quality from these samples and specimens unless instructed otherwise by the Project Manager / Architect.

The submission to and approval by the Project Manager / Architect of any samples and specimens shall not relieve the Main Contractor of any of his duties or responsibilities under the Contract.

SECTION A - PRELIMINARIES (Cont'd)

4.0 LABOUR, MATERIALS AND WORKMANSHIP (Cont'd)

4.12 Models

The Main Contractor shall provide full-size models of the principal ornamental features, curved works or other details and shall erect them at the correct height for the approval of the Project Manager / Architect if so required.

4.13 Proprietary Materials or Goods

The Main Contractor is to check and report the availability of any proprietary materials or goods well in advance to allow sufficient time for the Project Manager / Architect to issue instructions for approval of alternatives where necessary.

The insertion of the name of any company or proprietary materials or goods specified in the tender documents is to be read as an indication of the class or quality of the materials, goods and workmanship required; materials, goods or workmanship of equal quality may be obtained from any other company, subject to the approval of the Project Manager / Architect.

During the course of the Contract, the Main Contractor shall be allowed to propose alternative materials or goods different from those specified in the contract documents when:

- (a) the specified materials or goods are out of production or not available within the necessary time frame;
- (b) the specified materials or goods have been prohibited from installation by the relevant departments;
- (c) the specified materials or goods have been modified by the suppliers/manufacturers which may no longer comply with the contract requirement;
- (d) the suppliers or manufacturers are in difficulty, financially, legally, or otherwise and valid doubts exist regarding the supply of the products/materials, the reliability of guarantees, warranties, etc. and the continuity of supply for spare parts.

Supporting information and substantiation on prices of the proposed alternative and the specified materials or goods shall be submitted to the Project Manager / Architect for checking.

SECTION A - PRELIMINARIES (Cont'd)

4.0 LABOUR, MATERIALS AND WORKMANSHIP (Cont'd)

4.13 Proprietary Materials or Goods (Cont'd)

The Main Contractor may request the Project Manager / Architect to issue an instruction to confirm the alternative materials or goods and the cost will be valued in accordance with Clause 11 of the Conditions of Contract.

The Project Manager's / Architect's decision as to whether the alternative materials or goods and workmanship are equal to those originally specified shall be final.

Notwithstanding the above, it is the Main Contractor's responsibility to ensure that all the materials or goods proposed by him and approved by the Project Manager / Architect can be delivered to the Site in accordance with his programme of work. Any delay in the delivery will not be considered as a ground for extension of time or for the Employer to accept further alternative materials or goods offered by the Main Contractor.

4.14 Cost-saving Proposals of Alternative Materials or Goods

During the course of the Contract, the Main Contractor may propose alternative materials or goods different from those specified in the contract documents when:

- (a) under certain circumstances, the Project Manager / Architect may request the Main Contractor to propose alternative materials or goods;
- (b) there are new materials or goods available in the market which will benefit the Works, in terms of quality, time and/or cost.

Supporting information and substantiation on prices of the proposed alternative and the specified materials or goods shall be submitted to the Project Manager / Architect for checking. In the event that the alternative materials or goods approved are lower in cost, corresponding reductions to the Contract Sum shall be made by the Quantity Surveyor to reflect the saving made. The Main Contractor's cost for sourcing and administration involved shall not exceed 15% of the amount saved.

SECTION A - PRELIMINARIES (Cont'd)

4.0 LABOUR, MATERIALS AND WORKMANSHIP (Cont'd)

4.14 Cost-saving Proposals of Alternative Materials or Goods (Cont'd)

Should the alternative materials or goods approved be more expensive, no adjustment will be made to the Contract Sum.

The Project Manager's / Architect's decision as to whether the alternative materials or goods and workmanship are equal to those originally specified shall be final.

Notwithstanding the above, it is the Main Contractor's responsibility to ensure that all the materials or goods proposed by him and approved by the Project Manager / Architect can be delivered to the Site in accordance with his programme of work. Any delay in the delivery will not be considered as a ground for extension of time or for the Employer to accept further alternative materials or goods offered by the Main Contractor.

4.15 Not Used

4.16 Not Used

4.17 Tests

The Main Contractor is deemed to have allowed in the Contract Sum for all tests that are called for in the Contract Documents and any other tests that may be required by relevant authorities including all costs associated with the carrying out of the tests, whether they are successful or not, and all other costs and expenses in connection with any tests such as additional material and labour, transport to laboratory, reports and other documents, etc. All tests shall be carried out by an approved laboratory.

The Project Manager / Architect may direct for random samples to be chosen from materials delivered on Site and be tested by independent laboratories for compliance with specified standards. The Main Contractor is to allow for small quantities of materials for use on this basis. The Main Contractor is also allow in the Tender for the cost of laboratory tests of such random samples.

Unless otherwise measured in the Schedule of Rates, requirements of this clause shall be priced or deemed to be priced in Bill No. 1 – Preliminaries.

SECTION A - PRELIMINARIES (Cont'd)

4.0 LABOUR, MATERIALS AND WORKMANSHIP (Cont'd)

4.18 Cartage of and Loading and Off Loading of Materials and Plant

The Main Contractor's attention is drawn to the cartage of materials and plant to and from the Site by lorries or other vehicles and to any special regulations which may be imposed or special arrangements required by the relevant authorities or the Police and the payment for making good damage to roads and paths or for any work necessary, because it should be noted that no responsibility will be accepted in these matters by the Employer.

The Main Contractor shall take every care in the loading and off loading of materials and plant for the Works, so that the roads, paths and corridors are not obstructed or the traffic impeded. The Main Contractor shall also arrange, where specified to take delivery ex-ship or godown of any imported materials, the fixing of which he is responsible for and shall pay all godown storage and transportation charges.

The Main Contractor is to take full responsibility for all discussions etc. with the various authorities concerned in respect of any restrictions relating to the cartage of and loading and off-loading of all materials and plant for the works.

SECTION A - PRELIMINARIES (Cont'd)

4.0 LABOUR, MATERIALS AND WORKMANSHIP (Cont'd)

4.19 Safe Custody of Materials

The Main Contractor shall be responsible for the safe custody of any materials delivered to the Site. The Main Contractor shall be required to reinstate at his own expense any such materials that may be lost, stolen or damaged.

The Main Contractor shall also be required to reinstate at his own expense any material or article damaged by careless handling or storage or inferior workmanship by his workers either in the original fixing process or in the subsequent taking down and refixing thereof.

4.20 Protection of Works and Materials

The Main Contractor shall make provision for protecting all work and materials from damage, weather, carelessness, negligence, etc. and shall provide all casings or coverings for the protection of any work or material as necessary. Any damage arising in this context shall be made good at the Main Contractor's own expense.

Particular attention is to be paid to:-

- (a) All holes, excavations, etc. shall be protected by stout barriers with kickboards to the Project Manager's / Architect's satisfaction.

4.21 Not Used

4.22 Off-Site Fabrication, Manufacture and Storage

The Main Contractor will arrange to have suitable off-site areas available for any elements of the Works requiring off-site fabrication (e.g. fabrication of steelwork, precast concrete work etc. and fabrication of steel cages and bar bending etc.) for storage of these or other materials destined for the Works. The Main Contractor shall submit the details of such areas in his tender.

Such off-site areas shall be covered by the insurance policy for the works in respect of materials for the works which are stored on them and shall be subject to the same conditions of security and watchmen as the Site, if payment for the materials is required in interim valuations.

Insurance requirements to cover the above-mentioned off-site areas have been stated in Sub-clause 30(2)(A) of the Conditions of Contract.

SECTION A - PRELIMINARIES (Cont'd)

5.0 TEMPORARY WORKS

5.01 Plant, Scaffolding, etc.

The Main Contractor shall provide, erect and maintain in good working order proper scaffolding, screens, gantries, temporary bridges between buildings, platforms, piling rigs, cranes, hoists, concrete mixers and vibrators, all other mechanical equipment, tools, implements, ladders, tarpaulins, etc. and all other tackle and plant necessary for the proper execution of the Works.

The routine maintenance of all plant and equipment shall be undertaken outside normal working hours. The Main Contractor shall have sufficient plant reserve of all respective kinds to ensure that the Works are not interrupted due to the breakdown of any single unit.

The Main Contractor shall erect and maintain suitable ladders and gangways for the Project Manager / Architect, the Resident Engineer, Clerk of Works and the Quantity Surveyor to inspect thoroughly any portion of the Works with complete safety.

Provided always that the Main Contractor and his sub-contractors shall not overload the lifts, use the lifts to carry inflammable materials, abuse the usage of the lifts, inflict damage on the lifts or conduct themselves in any way that may affect the durability, finishes or functionality of the lifts. Failing to abide by these rules shall result in the permission to use the lifts being revoked and the Main Contractor shall bear the costs of all rectification works resulting from the revocation of permission and shall not be entitled to any extension of time or monetary claims for the revocation of permission in such circumstances.

The Main Contractor shall not take support from any windows for erecting scaffolding or plant. The method of securing the scaffolding and plant shall comply with relevant Regulations and Code of Practices and submitted for the Project Manager's / Architect's approval.

SECTION A - PRELIMINARIES (Cont'd)

5.0 TEMPORARY WORKS (Cont'd)

5.02 Not Used.

5.03 Not Used

5.04 Templates and Moulds

The Main Contractor is to provide all necessary templates and moulds for circular or shaped work in all trades.

5.05 Not Used

5.06 Engine Suppressors

All internal combustion engines used and provided by the Main Contractor within the Site shall be fitted with suppressors to the Project Manager's / Architect's approval to avoid interference with radio equipment.

5.07 Day Marking and Warning Lights

The Main Contractor shall display during the hours of daylight, such flags, signals and markings and during the hours of darkness such lights as the Government or other relevant authorities may require for the safety of the general public and the aircrafts.

SECTION A - PRELIMINARIES (Cont'd)

5.0 TEMPORARY WORKS (Cont'd)

5.08 Not Used

5.09 Main Contractor's Workshops, Offices and Storage Sheds

The Main Contractor is to provide and erect workshops, offices and storage sheds as he may require and maintain them and keep them in good order to the Project Manager's / Architect's satisfaction. The workshops, offices and storage sheds are to be removed on completion of the Works and the locations made good.

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 to the completion or partial completion of the Works and access thereto is caused.

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

The positions of the workshops, offices and storage sheds shall be subject to the approval of the Project Manager / Architect.

5.10 Not Used

5.11 Precautionary Work in case of Fire

The Main Contractor shall provide fire extinguishers, sand buckets and all other adequate and efficient fire fighting equipment as necessary during the Contract period. In particular, an adequate water supply shall be installed to the highest point of the buildings at all times with sufficient hoses and pressure to reach all parts of the structure.

All current Fire Services Regulations and any other requirements which may be laid down from time to time by the Project Manager / Architect shall be observed at all times. In particular, the Main Contractor must ensure that there shall be no obstruction of any fire escape routes, whether such routes are temporary within the Site or permanent within or around the Site.

5.12 Not Used

5.13 Not Used

SECTION A - PRELIMINARIES (Cont'd)

5.0 TEMPORARY WORKS (Cont'd)

5.14 Removal of Water

The Contractor shall provide all pumping that may be required to keep the Works dry. No accumulation of water will be permitted at any time during the execution of the Contract. All pumping must be done by means of electric pumps.

The Main Contractor is to obtain all consents which may be required from the appropriate Government Departments prior to carrying out any pumping operations and is to allow for any delay to the Works as a result of obtaining such permission.

Re-circulate and re-use the water as far as practicable.

5.15 Temporary Drainage

The Main Contractor is to provide all necessary temporary drainage channels and drainage works which may be necessary to drain off all excess water from the Site and to prevent nuisance due to run-off on to adjacent land.

The Main Contractor shall remove them as necessary as they are replaced by the permanent surface drainage works.

5.16 Damage by Erosion

The Main Contractor shall be responsible for the containment of the Site including temporary access roads. In the event of any erosion, washout or collapse the Main Contractor shall reinstate the Site at his own expense. Should any spoil or debris from the Site or from other areas affected by the works be eroded and washed down or collapse onto Government Land or private property the Main Contractor shall at his own expense comply with any instructions from Government or the Project Manager / Architect as to the removal of such spoil and debris and the carrying out of any remedial works and he shall indemnify the Employer against any expense, liability, loss, claim or proceedings arising out of any damage or nuisance caused by such erosion, washing down or collapse.

SECTION A - PRELIMINARIES (Cont'd)

5.0 TEMPORARY WORKS (Cont'd)

5.17 Precautionary Work during Typhoon or Heavy Rain

The Main Contractor shall allow for the provision of earth bunds or sandbag barriers and/or other temporary measures together with all necessary temporary drainage to protect the Works and/or adjoining property from being washed out during typhoon or heavy rain and also the provision of an emergency working unit standing by to clear away earth, mud and/or debris that may be washed down. Procedures of precautionary work during typhoon and heavy rain are to be proposed by the Main Contractor for approval by the Project Manager / Architect.

5.18 Temporary Water Supply

The Main Contractor shall provide water which shall be obtained by metered supply from Government mains where available or otherwise from a source approved by the Project Manager / Architect, for the works including testing and commissioning in all trades. The Main Contractor shall pay all fees and charges and supply temporary plumbing and storage and remove same on completion of the Works.

Periods of water rationing will not be grounds for claims for additional payment or extension of time.

5.19 Temporary Lighting and Power

The Main Contractor shall provide all temporary lighting and electric power including temporary wiring and meters required for the execution of and in connection with the works including testing and commissioning in all trades and those of Nominated Sub-Contractors, Specialist Contractors, statutory undertaker and utility companies. The Main Contractor shall pay all fees and charges and provide and remove all temporary electric wiring and other related works.

5.20 Not Used

5.21 Not Used

5.22 Not Used

SECTION A - PRELIMINARIES (Cont'd)

5.0 TEMPORARY WORKS (Cont'd)

5.23 Monitoring Works for Ground Movement, Building Settlement and Verticality

The Main Contractor shall provide, execute and maintain all necessary ground settlement markers, building settlement markers, verticality markers, monitoring ground check points, etc. to carry out settlement monitoring survey, ground movement survey and verticality checking to all the structures newly constructed on the Site and other site monitoring surveys as required by the Project Manager / Architect in compliance with the requirement as shown on the Drawings and Specification and/or imposed by the Government Departments from time to time.

All the markers shall be clear from obstructions when readings are being taken. Any damaged instruments shall be repaired or replaced as directed by the Project Manager / Architect at Main Contractor's expense. Reports for the surveys shall be given as required by the Project Manager / Architect. Remove the monitoring instruments when instructed by the Project Manager / Architect and make good work disturbed to the Project Manager's / Architect's satisfaction.

SECTION A - PRELIMINARIES (Cont'd)

6.0 SUB-CONTRACTS AND SPECIALIST CONTRACTS ETC.

6.01 Not Used

6.02 Not Used

6.03 Not Used

6.04 Not Used

6.05 Not Used

6.06 Not Used

6.07 Not Used

7.0 INSURANCE AND SURETY

7.01 Insurance

Refer to Clause SCC-15, 16 & 17 of the Special Conditions of Contract .

7.02 Surety Bond

The surety bond required to be taken out under Clause 31 of the Conditions of Contract shall be in the form as attached in Appendix 'A' to Form of Tender. The surety bond must be extended if the contract period is extended or a delay to completion occurs.

SECTION A - PRELIMINARIES (Cont'd)

8.0 GENERAL OBLIGATIONS

8.01 Not Used

8.02 Not Used

8.03 Setting-Out

All levels shown on Drawings are levels referred to Hong Kong Principal Datum (P.D.) unless otherwise stated and it shall be the Main Contractor's responsibility to carry out a traverse from a convenient Government bench mark, and set up a temporary benchmark to establish such levels. The Main Contractor shall inform the Project Manager / Architect of the details of such benchmarks used for this purpose. The Main Contractor is also to protect all existing setting-out pegs, benchmarks, survey check points, etc., found within or adjacent to the Site.

The Main Contractor shall verify all dimensions and levels shown on the Drawings before commencing the Works. Any discrepancy between actual dimensions or levels and those shown on the Drawings shall be referred immediately to the Project Manager / Architect for clarification.

The Main Contractor shall allow for providing, free of charge, all instruments and labour requested by the Project Manager / Architect for the purpose of checking the Site levels and any setting out.

The Main Contractor shall employ an independent registered professional surveyor to carry out detailed surveys on every floor at intervals (immediately upon the completion of the structure of every three floors) and elsewhere as necessary to demonstrate to the Project Manager's / Architect's satisfaction that compliance with the setting-out and tolerance requirements specified in this Contract have been achieved.

In the event of any works varying from their correct position by more than the permitted tolerances mentioned in the Specification, the Project Manager / Architect may, if he deems it necessary, require the Main Contractor at his own expense to rectify and make good the error.

Despite any tolerance allowed in the Specification, no work except for that which is intended to be built outside the Site, shall be permitted to extent beyond the Site boundary.

The checking of any setting-out or of any line or level by the Project Manager / Architect or his representative shall not in any way relieve the Main Contractor of his responsibility for the correctness thereof.

SECTION A - PRELIMINARIES (Cont'd)

8.0 GENERAL OBLIGATIONS (Cont'd)

8.04 Dimensions

Figured dimensions are to be taken in preference to scale in all cases. Any scaled measurements will be entirely at the Main Contractor's risk if not formally confirmed by the Project Manager / Architect. Before commencing any work or ordering any materials, the Main Contractor must verify all dimensions, measurements, etc. of the Works.

8.05 Good Order

The Main Contractor, in the execution of the Works, shall keep all plant, materials and all things connected with the Works in good order, neatly trimmed and stacked, and shall remove any items no longer required from the Site or surrounding areas as soon as possible and at frequent intervals during the course of the Contract so as to maintain unhindered access to, and easy inspection of, all work, the plant, materials and all things connected with the Works.

8.06 Daily Reports and Photographs

The Main Contractor shall prepare daily reports in a form to be approved by the Project Manager / Architect and shall submit these reports regularly.

The Main Contractor shall provide progress photographs of the Works regularly and as directed by the Project Manager / Architect.

SECTION A - PRELIMINARIES (Cont'd)

8.0 GENERAL OBLIGATIONS (Cont'd)

8.07 Protection and Maintenance of Existing Features, Services, etc.

During the execution of the Works, the Main Contractor shall protect all existing buildings, gates, walls, slopes and all other features on Site, which are to be retained.

The Main Contractor shall also take every reasonable precaution against disturbance or damage to any existing buildings. In particular, the Main Contractor shall ensure that no damage or disruption is caused to any computer data stores, laboratories and workshops. In case of any accident, damage or loss of electronic data due to the negligence of the Main Contractor, all financial implications shall be borne by the Main Contractor.

The Main Contractor shall check and confirm the position of all existing utilities services and drains within the Site, including locating them by means of hand-dug trial holes as necessary. The Main Contractor shall protect and maintain existing electric, telephone or electronic data transmission cables, (including overhead wires), gas or water mains, sewers, live drains and the like. The Main Contractor shall also make all necessary arrangements for the temporary diversion or alteration of such services as may be required by and to the satisfaction of the relevant authorities and the Project Manager / Architect. Any work adjacent to existing services shall not be commenced until the necessary diversions or alterations have been completed. In the event of the Main Contractor discovering any live drain or service line, he shall immediately inform the Project Manager / Architect, the relevant statutory undertakers, utility companies and authorities.

SECTION A - PRELIMINARIES (Cont'd)

8.0 GENERAL OBLIGATIONS (Cont'd)

8.08 Protection of Adjoining Properties, Roads, Utilities, etc.

The Main Contractor is to shore up, protect and in all ways support and maintain or restore all lands, buildings, roads, pavements, steps, fences, staircases, parapets and retaining walls, drains, service pipes, cables or other property or things which may be disturbed or damaged during the execution of the Works. Particular attention shall be paid to the preservation and protection of existing trees in or adjacent to the Site. The Main Contractor shall be solely responsible for ensuring that such trees are not damaged in any way by reason of execution of the Works.

Before commencing the Works, the Main Contractor shall employ a firm of building surveyors or others approved by the Project Manager / Architect to undertake a comprehensive pre-construction survey of any surrounding land, buildings, structures, services and the like which may be affected in the manner requested by the Project Manager / Architect. Such a survey should clearly show the existing condition, a record of defects, extent of cracks, and the location of all existing services. A post-construction survey shall be carried out by the same firm upon the practical completion of the Works. The Main Contractor shall also undertake any survey if requested by the Project Manager / Architect at periodic intervals.

The Main Contractor shall be solely responsible for ensuring that the execution of the Works does not impair the safety and stability of any surrounding structures and buildings and where necessary the Main Contractor shall be deemed to have allowed for any shoring and strutting required. Such shoring shall be so positioned or altered and adapted from time to time so as to maintain adequate working space for all building operations.

The Main Contractor shall be entirely responsible for ensuring that no damage is caused by his workers including sub-contractors (whether nominated or not) to any of the surrounding property including buildings, public or private roads, pavements, steps, fences, staircases, parapets and retaining walls, drains, service pipes or cables, etc. and if any such damage is caused he shall be entirely responsible for the entire cost of any reinstatement whether carried out by himself or others and shall keep the Employer fully indemnified against any claims, actions, costs or expenses in connection therewith.

Plans which purport to show lines and positions of public utilities and communications services may be inspected in the offices of the Project Manager / Architect. However, no guarantee will be given as to their accuracy and it is the responsibility of the Main Contractor to fully investigate all utilities and services on Site immediately on possession of the Site and provide all due allowance for making the necessary arrangement for any diversions required.

SECTION A - PRELIMINARIES (Cont'd)

8.0 GENERAL OBLIGATIONS (Cont'd)

8.08 Protection of Adjoining Properties, Roads, Utilities, etc. (Cont'd)

The Main Contractor shall exercise the greatest care during the progress of the Works to avoid any damage to or interference with any existing utility or service within the limits of or adjacent to the Site and shall be solely responsible for any such damage caused by him or his agents directly or arising from anything done or omitted to be done by him. The Main Contractor shall carry out all temporary works necessary to adequately support and protect such utilities and services.

8.09 Protective Measures for Walls etc. Built Against Adjoining Properties

The Main Contractor shall note that in the construction of any concrete works such as walls, columns, edge beams etc. which are abutting on the existing walls of adjoining buildings, suitable protective measures such as left-in steel or timber shuttering of adequate strength shall be provided by him to ensure no damage is caused to the adjoining buildings while the concrete is being cast and is setting.

Before commencing the Works, the Main Contractor shall arrange with the neighbouring owners to carry out a structural survey of the adjoining buildings and obtain their agreement on the protective measures he will adopt. The Main Contractor is solely responsible for the complete adequacy of the protective measures and he is to submit his design with appropriate method statements for the approval of the Project Manager / Architect and the Buildings Department before fabrication and erection. It should be clearly understood that no indication of approval or disapproval of such protective measures by the Project Manager / Architect shall be interpreted as in any way reducing the Main Contractor's responsibilities under the Contract. If any damage is caused to the adjoining buildings, the Main Contractor shall be entirely responsible for all cost associated with the reinstatement whether carried out by himself or others and the Main Contractor shall also fully indemnify the Employer against and from any loss, damages, liability, costs or expense in connection therewith.

The time required for any approvals by the relevant authorities etc. of the protective measures required shall be deemed to have been allowed for by the Main Contractor in his programme for the Works.

The Project Manager / Architect may, at his sole discretion, undertake to provide, in lieu of the Main Contractor, the design drawings and/or method statements detailing the requirements of the protective measures, and the Main Contractor shall construct the same in accordance with the Project Manager's / Architect's requirements, as if they were his own design, at no extra cost.

SECTION A - PRELIMINARIES (Cont'd)

8.0 GENERAL OBLIGATIONS (Cont'd)

8.10 Protection and Preservation of Existing Trees and Shrubs

The Main Contractor shall protect and preserve all trees and shrubs affected by the Works. No tree or shrub shall be cut down without the prior approval of the Project Manager / Architect. Any trees required to be felled should be marked during the Works. No tree shall be felled until the Tree Felling Permit is obtained from the relevant Government Departments.

The Main Contractor shall indemnify the Employer against any charges or penalties imposed by the Government arising from the existing trees or shrubs being damaged or wither as a result of the Works.

8.11 Protection and Maintenance of Existing Slopes and Embankments

The Main Contractor shall phase the Works as necessary to maintain the stability of all existing slopes and embankments and to prevent landslips and comply with all reasonable directions from the Project Manager / Architect in this respect.

The Main Contractor shall also accept responsibility for maintaining the integrity of all existing slopes and embankments in the periphery of the Site including, where applicable, the staircases, water channels, etc. thereon, including all railings to these staircases and along the top of the existing slopes and embankments.

The Main Contractor shall make good at his own expense, any damage caused by landslips, subsidence, etc. arising from his own negligence, omission or default.

SECTION A - PRELIMINARIES (Cont'd)

8.0 GENERAL OBLIGATIONS (Cont'd)

8.12 Protection of the Public

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

8.13 Visitors

The Main Contractor shall not allow any unauthorised visitors onto the Site and is to keep a visitors' book with clear warnings that the Employer and Main Contractor shall be indemnified against any claim for death or injury to persons authorised to visit the Site and the Main Contractor shall provide all necessary safety helmets, boots and other equipment for such visitors. Only one entrance shall be used by visitors entering and leaving the Site.

8.14 Disturbance to Occupants of Neighbouring Properties, etc.

The Main Contractor's attention is drawn to the location of the Site he shall arrange his work programme so as to cause the minimum of nuisance, noise or any other disturbance or inconvenience to such neighbouring properties or to their occupants or to traffic on surrounding roads or other public roads.

The Main Contractor shall abate the nuisance caused by dust by carrying out all measures necessary. The Main Contractor shall regularly spray areas within the Site likely to create dust with water. Where ordered by the Project Manager / Architect or Employer's Representative, the Main Contractor shall spray or cover loads in transit to and from the Site.

All plant and equipment used by the Main Contractor shall be operated and maintained in such a manner so as to minimise the emission of smoke and fumes, and shall be effectively "sound reduced" by means of silencers, mufflers, acoustic sheds or screens to the Project Manager's / Architect's satisfaction.

Notwithstanding the provisions of Clause 3.19 - Working Hours and Clause 8.15 – Noise Control Ordinance the Project Manager / Architect or Employer may stop all work between the hours of 7 p.m. and 7 a.m. on any night or at any time of the day on Sundays or public holidays if this Clause is not complied with and no claims whatsoever will be entertained arising out of such stoppage.

All plant and equipment shall be selected and operated and maintained in such manner so as to minimize the emission of smoke and obnoxious fumes.

SECTION A - PRELIMINARIES (Cont'd)

8.0 GENERAL OBLIGATIONS (Cont'd)

8.14 Disturbance to Occupants of Neighbouring Properties, etc. (Cont'd)

The Main Contractor is solely responsible for the liaison amongst the relevant authorities, the public, the Employer and the neighbourhood to deal with all matters relating to the issues of nuisance, noise or any other disturbance or inconvenience to the public in order to ensure that no delay to the completion will arise.

8.15 Noise Control Ordinance

The Main Contractor shall comply with the requirements of the Noise Control Ordinance, the relevant Technical Memoranda and Regulations issued under the Noise Control Ordinance and any subsequent amendment and/or additional legislation on noise control and all other relevant bye-laws and codes at all times.

The Noise Control Ordinance stipulates that a Construction Noise Permit shall be in force for the carrying out of certain works at the hours specified in the Ordinance or on Sundays and public holidays. Unless otherwise specified, none of the prescribed works shall be carried out at the specified hours or on Sundays and public holidays without the prior obtaining of a Construction Noise Permit from the Environmental Protection Department and the written approval of the Project Manager / Architect. The Main Contractor shall fully comply with the conditions as may be contained in the Construction Noise Permit.

Notwithstanding the provision of the Noise Control Ordinance prohibiting the use of certain powered mechanical equipment on Sundays and public holidays, these days shall be included in the time for completion unless otherwise stated in the Contract.

For the purpose of this Clause "Powered mechanical equipment" shall have the meaning ascribed to it in the Noise Control Ordinance.

In addition to complying with all the requirements of the regulations on noise control, the Main Contractor shall provide throughout the whole period of the Contract, mufflers, silencers, acoustic linings or shields, screens or other suitable noise suppressors on all pneumatic drills, compressors and other plant which may create a noise nuisance to the general public. The Main Contractor shall ensure that all plant and equipment is in good working order and properly maintained.

SECTION A - PRELIMINARIES (Cont'd)

8.0 GENERAL OBLIGATIONS (Cont'd)

8.16 Site Security

The Main Contractor shall keep sufficient security personnel on the Site to safeguard the Works, materials, fittings, plant, etc. against fire, accidents and losses during working and non-working hours and until the handover of the Works.

The Main Contractor will be responsible for safeguarding the Works and for the employment of all necessary security personnel. Such employment shall not be considered as relieving the Main Contractor of his responsibilities for safe-guarding the Works, materials, fittings, plant, etc. against losses or damage.

8.17 Hot and Cold Weather

The Project Manager / Architect shall have power to suspend any work when the temperature exceeds 35 degrees Celsius in the shade or if the temperature drops below 5 degrees Celsius and may instruct the Main Contractor to provide efficient protection for the full day's work in case it should be necessary to avoid delay.

8.18 Invoices

The Main Contractor shall produce all invoices, vouchers or receipted accounts for any materials if requested.

8.19 Drying Out

Provide all necessary air-conditioners, fuel and/or dehumidifiers for drying the works in the manner and in the areas as instructed by the Project Manager / Architect.

SECTION A - PRELIMINARIES (Cont'd)

8.0 GENERAL OBLIGATIONS (Cont'd)

8.20 Clearing away Rubbish during the Progress of the Works

The Main Contractor will be responsible for the prompt removal of all rubbish, disused shoring, packing, crates, etc. during the progress of the Works regardless of the source. No storage of surplus materials will be allowed without the approval of the Project Manager / Architect. The Main Contractor shall also comply with any order from the Project Manager / Architect in connection with the removal of rubbish or cleaning of the Site; if the Main Contractor fails to comply with such an order the Project Manager / Architect may employ another contractor to carry out this work and all costs in connection with this alternative employment will be borne by and recovered from the Main Contractor.

The Main Contractor is to ensure that no debris will be accumulated or dumped illegally. The Main Contractor shall be bound by all restrictions imposed on the disposal of public fill or construction and demolition waste by the relevant authorities and implement a trip ticket system to ensure proper disposal of construction and demolition waste. In particular, the Main Contractor shall comply with all legislation relating to the storage and disposal of hazardous materials such as oils, paints and chemicals and he shall keep these materials in separate secure storage areas and in clearly labelled containers. Spillage and waste caused by evaporation must be avoided at all times.

Burning of debris or any other matter on Site shall not be permitted.

The Main Contractor shall keep all existing surface channels and drains receiving any discharge from the Site clear of all silt, mud etc. at all times and the Main Contractor shall use silt traps or other suitable traps all of which shall be cleared out at the appropriate frequency to ensure compliance with the orders of the Project Manager / Architect. Any drains blocked by contaminated water from the Site will be cleared by the Main Contractor at his own expense upon the instruction of the Project Manager / Architect. Should the Main Contractor fail to clear out the drains, the Employer may employ another contractor to carry out this work and all costs incurred in connection therewith shall be borne by and recovered from the Main Contractor.

The Main Contractor shall minimize the generation of waste. Any inevitable waste that is generated shall be sorted, salvaged for re-use, or recycled on as much of the materials as possible.

8.21 Prevention of Mosquito Breeding

The Main Contractor shall ensure that no water is allowed to accumulate anywhere on the Site either in excavations, formwork, temporary or permanent tanks, cans, pots, etc. Where such standing water is liable to be a breeding area for mosquitoes the Main Contractor shall spray the standing water and comply at all times with any Government regulations for the prevention of breeding of mosquitoes.

SECTION A - PRELIMINARIES (Cont'd)

8.0 GENERAL OBLIGATIONS (Cont'd)

8.22 Not Used

8.23 Not Used

8.24 Completion

Immediately prior to the completion of the Works or any Phases or part thereof and before handing over the premises, all plant, rubbish, crates, containers, surplus materials, etc. are to be removed and the Works and Site adjacent thereto left clean and tidy.

8.26 Penalty for Non-compliance with Guidelines for Consultant and Contractor

The Main Contractor shall fully comply with those requirements as stated in the Guidelines for Consultant and Contractor in Specification Section C. In case the Main Contractor fails to do so, there will be a penalty per accident.

The Penalty Clause for breaking the rules listed in the Code of Conduct stated in WWF Guidelines for Consultant and Contractor is attached in the Specification Section D.

SECTION B – TECHNICAL SPECIFICATION

TECHNICAL SPECIFICATION

FOR

**CONTRACT WORKS FOR UNDERGROUND STREET
FIRE HYDRANT INSTALLATION FOR PSFSC FOR
UPGRADING MAI PO NATURE RESERVE
INFRASTRUCTURE AT MAI PO, SAN TIN, YUEN
LONG, NEW TERRITORIES FOR WORLD WIDE FUND
FOR NATURE HONG KONG**

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INSTALLATION

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SECTION A - GENERAL REQUIREMENTS

SECTION A GENERAL REQUIREMENTS

1) Definitions

The definitions of words or phrases commonly associated with the design, manufacture and installation of the Mechanical and/or Electrical Services Systems shall be those of the IEE Regulations, CIBSE Guides, British Standards, Codes of Practice, LPC Rules and associated Statutory Acts.

Words in this Specification importing the singular only shall also include the plural, and vice versa where the context requires.

Where any possible doubt exists as to the meaning of words or terms used in this Specification, it shall be The Contractor's responsibility to obtain clarification from the Architect and confirm the definition in writing.

Where the standard of any equipment/materials/workmanship are not described in this Technical Specification, the offered equipment/materials/workmanship shall fully comply with the Hong Kong Government Specifications as a minimum standard requirement.

For the purpose of this Specification, all definitions contained hereinafter shall be applicable. "Architect", "Engineer", "Project Manager", "Construction Manager", or "Employer's Representative" shall mean "Employer's Authorized Representative" who has been authorized from time to time by the Employer to perform such duties set forth in the Specification"

"Specification" means this Technical Specification.

"Drawings" means the drawings attached with the Specification.

"Furnish" or "Provide" means to design, supply, install and connect up complete and ready for safe and regular operation of particular work referred to unless specifically otherwise noted.

"Install" means to erect, mount and connect complete with related accessories, test and commission.

"Similar" or "Equal" means equal in materials, weight, size, design, and efficiency of specified product.

"Supply" means to purchase, procure, acquire and deliver complete with related accessories.

"The Contractor", "The Main Contractor", "Contractor", or "Trade Contractor", referred to in this Specification shall mean "the Contractor" who has been awarded the Contract.

"Works" shall mean all works of design, production, construction, inspection and test to be executed by this Contractor under this Contract and all other works, materials, services and other matters to be undertaken and provided in relation thereto and shall include all temporary and permanent works necessary in accordance with this Contract.

“Builder’s Works” shall mean construction work to be carried out by the Contractor.

2) LOCATION OF SITE

The location of the site is Peter Scott Field Studies Centre, Mai Po.

This project involves the design, supply and installation of all necessary materials and equipment for the provision of street fire hydrant outlet installation from the government’s water mains tee-off at Castle Peak Road to adjacent to the site under Helping Business Programme (HBP) in accordance with the Drawings and Specification.

The Contractor must be clearly aware of the fact that the works shall be carried out at the required time as scheduled in the master programme. The Contractor shall ensure to allow surplus manpower to complete the installation work on time.

Proper co-ordination between Water Supplies Department (WSD), Food and Environmental Hygiene Department (FEHD), Highways Department (HyD), Home Affairs Department (HAD), other statutory authorities, land owners and the Contractor is an absolute necessity for this project. The Contractor shall allow for working outside normal working hour and in public holiday on time if required. The Contractor shall notify the Employer for the works to be carried outside normal working hour and in public holiday, and the prior approval shall be obtained from the Employer. The disapproval from the Employer on the works to be carried outside normal working hour and in public holiday does not absolve the Contractor’s liabilities to complete the project at the required time as schedule in the master programme.

The Contractor is strongly advised to visit the site to ascertain and get familiar with the route for delivery of equipment, extent services etc. No claim for ignorance of site conditions will be entertained.

3) CLIMATIC CONDITIONS

The Contractor is deemed to be familiar with climatic conditions prevailing in Hong Kong and to be aware of the high temperature (up to 36°C) and the high relative humidity during the summer and the contrasting low temperatures and low relative humidity experienced in the winter.

The Contractor in submitting a tender will be assumed to warrant that all materials and items of equipment are suitable for continued use and/or operation in the various climatic conditions encountered.

4) STANDARDS

All details of the equipment, materials and installation standard shall comply with this Specification and the current standards and regulations as described in Technical Specification. All materials shall also comply with Manual of Mainlaying Practice, current edition, issued by WSD.

Where the materials or equipment offered comply with other standards, the Contractor shall demonstrate they meet the requirements of this Specification and details shall be submitted to the Architect/Engineer for approval.

5) SUBMISSION

- a. All submissions must be made early enough in the Contract and submitted to the Architect/Engineer or WSD for approval. Generally, a period of at least two months will be required from the receipt of the complete submissions and the Contractor shall ensure that these submissions are made at least two months before any equipment requires to be ordered to meet the Master Programme.
- b. No claims for extensions of time or additional costs shall be entertained as a result of the Contractor's failure to make his submissions in adequate time.
- c. If the Contractor subsequently fails to place such orders within a period of four weeks from receipt of the Architect's instruction, then the Employer shall have the right at his sole discretion to order the materials and/or equipment directly from the manufacturer(s). The cost of all such orders, including freight, shipping, insurance, handling and administrative charges shall be deducted from the Contract Sum or recovered in any other method at the discretion of the Employer.

6) Equipment / Materials

All items of materials included in the Equipment Schedule, shall fully comply with the relevant Specification and Drawings. The Architect/Engineer may accept alternatives to equipment and materials specified, if proposed by The Contractor in writing, and provided always that such alternatives are fully in compliance with this Specification and Drawings, and comply with WSD's requirements and acceptance. These alternatives shall not impose any additional contractual and financial liabilities on the Employer, and shall be submitted so as not to cause any delay to ordering, delivery or installation. Otherwise any alteration to the Equipment Schedule, as proposed originally in the Tender document, is not allowed.

Where equipment is interconnected to form a complete system, their characteristics of performance and capacities shall be matched so as to give efficient, economical, safe and sound operation of the complete system.

- (a) All equipment / materials supplied shall be in accordance with this Specification and the relevant drawings and to the approval of the Architect/Engineer and WSD.
- (b) Where the Contractor proposes to use an item of equipment / materials other than that specified or detailed in the drawing, which requires any redesign of the system, drawings showing the layout of the equipment and such redesign as required therefore shall be prepared to the satisfaction of the Architect/Engineer by the Contractor at his own expenses. Where such approved deviation necessitates a different quantity and arrangement of materials and equipment from that originally specified or indicated in the drawings, the Contractor shall furnish and install any such additional materials and equipment required by the system at no additional cost.
- (c) This shall include all information necessary for the Architect/Engineer to ascertain the equipment comply with this Specification and drawings. Data and sales catalogue of a general nature will not be accepted.

7) REJECTION OF UNSUITABLE MATERIALS, ETC.

The Architect/Engineer shall be at liberty to reject any plant, materials and workmanship not complying with the requirements of this Specification of which are in any way unsuitable and to order their removal and replacement, without increase to the Contract Sum.

The Architect's decision as to what constitutes compliance with requirements and suitability shall be final and binding; the true intent and meaning of the Contract being that the whole of the Contract Works shall be completed to the satisfaction of the Architect.

No rejected item shall be considered as a reason for failure to meet the completion date of the project.

8) CHECKING DRAWINGS OF OTHER SERVICES

During the preparation of working and combine services drawings, the Contractor shall liaise closely with other statutory authorities and utilities companies to ensure complete co-ordination of services installed by all parties for the satisfactory completion of the Works. The Contractor shall be responsible to obtain all underground utilities details and carry out his underground utilities conditions survey mapping at his own cost.

If directed by the Architect, the Contractor shall without extra charge, make reasonable modifications in the layout as needed to prevent conflict with work of other trades for the proper execution of work.

9) AS-FITTED DRAWINGS

Within 14 days of reaching the Date of Practical Completion of the Works, the Contractor shall submit to the Architect (4) four prints of all as-fitted drawings together with one CD (containing pdf and CAD format) of each drawing for both the whole installation and on house basis. Drawings shall show the complete installation including all ductwork, piping, equipment, electrical wiring, maintenance accesses, maintenance facilities and all necessary details for the proper maintenance and operation of the system.

As work proceeds the Contractor shall record all variations, amendments and changes that have been taken place and submit to the Architect / Engineer every month for record purposes. These shall also be recorded by the Contractor on a separate set of (Accepted) Contractors Working Drawing prints retained in the site office of the Contractor specifically for this purpose.

As each section of the work proceeds or is completed the Contractor shall prepare proper 'As-Fitted' record drawings incorporating all changes. The Architect / Engineer shall be permitted to examine these drawings from time to time as work proceeds and the Contractor shall arrange all facilities to enable such examinations.

In order to avoid duplication of the drawing work, the Contractor is encouraged to produce working drawings of adequate detail and quality that, subject to minor amendments as the work proceeds and the addition of an appropriate title block, they may later be submitted to the Architect / Engineer for approval as the "As-Fitted"

drawings. Approval will however only be granted where drawings of an acceptable quality are prepared and continuously maintained otherwise the “As-Fitted” drawing must be separately prepared towards the completion of the Contract, and then also to an acceptable standard. On this matter the Engineer's determination shall be final.

Fourteen calendar days prior to commencement of any commissioning procedures on any section of the installation, the Contractor shall provide two or more preliminary copies, of 'As-Fitted' drawings complete with all commissioning details to be used for commissioning purposes. Any further amendments noted on these drawings during the testing and commissioning stage shall be transferred to the originals. All drawings shall be listed in a cross reference index for ease of interpretation which shall form part of the O&M manuals and shall be in the specified format.

The transparencies shall be prepared using black ink lines on linen or where approved by the Architect / Engineer suitable plastic base material which shall be cleaned without background.

Each drawing shall be clearly marked in 10mm or larger block characters ‘As-Fitted’ in the bottom right hand corner of the sheet. The 'As-Fitted' drawing sets shall include not less than the following:

- Individual floor plans and sections showing to a scale of not less than 1:100 all installations accurately located.
- Complete set of symbols on a separate drawing with symbols used for individual drawings being identified on each.
- Complete layouts with details showing to a scale of not less than 1:100 for the complete works installation

Each drawing submitted as requested in this Contract shall be of one of the following International Series 'A' sizes:

Size	A0	:	1189 x 841 mm
	A1	:	841 x 594 mm
	A2	:	594 x 420 mm
	A3	:	420 x 297 mm
	A4	:	297 x 210 mm

Unless otherwise approved by the Engineer all drawings shall be issued properly trimmed to the correct size:

All drawings submitted shall be prepared to the following S.I. scales only:

1 : 1	1 : 2	1 : 5
1 : 10	1 : 20	1 : 50
1 : 100	1 : 150	1 : 200

In addition, all "As-Fitted” drawings shall also be submitted in the format of AUTOCAD (2017 or latest version) on CD Rom.

The “As-Fitted” drawings shall comply with WSD’s standard drawings requirements.

10) OPERATION AND MAINTENANCE MANUALS

Within 14 days of reaching the Date of Practical Completion of the Works, the Contractor shall provide four (4) number of hard and soft copies of operation and maintenance manuals of the whole system basis.

The Contractor shall provide operating and maintenance (O&M) manuals for the works installed under this Contact. Draft operating and maintenance (O&M) manuals (referred as "manuals" hereinafter) complete with provisional record drawings, operating and maintenance procedures, shall be made available one month after the works completion. These draft manuals shall be of the same format as the final manuals but with temporary insertion for items which cannot be finalized until the Works are completed, tested and accepted.

Prior to submitting the draft manuals, preliminary manuals shall be submitted at least one month in advance for obtaining the Architect / Engineer's comments. The preliminary manuals shall show the general approach in preparing the final manuals.

Finalized and approved manuals shall be provided not later than three weeks after commencement of the Defect Liability Period. All operating manuals and maintenance instructions shall be printed in English.

One separate volume shall be allocated for each system to minimize the number of pages for each volume and give a clear indication and easy referencing for the user.

In general, each manual shall consist of, but not be limited to, the following sections:

A. General

This section shall include the purpose of the manual and brief description to the directory of the manual.

B. System Description

This section shall include the following as a minimum:

- i) Each individual system shall be described separately indicating the details.

C. Technical Specification

This section shall include the technical description of all components. The presentation shall generally be similar to the Specification but shall relate to the actual components supplied and installed, including:

- i) Technical description of all components for this project.

- ii) Equipment list, stating the make, model, serial number, approved settings (after commissioning).
- iii) Catalogues (original), certificates, performance data sheets and testing and commissioning records on all components.

D. Maintenance

This section shall include the required operating and maintenance procedures of all the equipment. This shall include the following as a minimum:

- i) Inspection manual of the works
- ii) Procedures for system fault finding.

E. Safety

This section shall include the following as a minimum:

- i) Proper procedure of periodic visual and physical inspection for the works.
 - Risk assessment
- ii) General description of hazards, where hazards
 - First aid and accident reporting

F. Directory of Suppliers

This section shall list the name of suppliers and agents of each type of equipment, materials and accessories. Correspondence address, contact person and telephone numbers shall be included.

The set of manuals shall also include a similarly bound list of all "As-Fitted" drawings.

Where appropriate, standard documentation and project documentation submitted and approved during the designs and working drawings submission period may be included in the final system manuals. Effort may therefore be saved, and familiarity with the presentation of information maintained, by writing such documentation issued during the Contract in a form suitable for inclusion in the relevant final manuals.

Upon the approval of the Drafted O&M manuals, the Contractor shall provide eight (8) bound sets under the Contract. In addition, the text of O&M manual shall also be provided on CD-ROM and all descriptive text shall be done with word-processing software, such as Microsoft Word (Ver. 6.0 or above). The Contractor should note that

the Employer should have the right to re-produce any manuals, drawings and references for internal

11) BUILDER'S WORK

- (a) All foundations, footings, pits, chases, trenches, holes, road excavation, roads excavation application and associated fees, backfill, make good after works installation for the roads to comply with HAD, FEHD, HyD or land owners' requirements, diversions of works for the underground utilities and other civil work required for the installation will be provided and carried out by the Contractor. The Contractor shall supply and complete, in good time, for the satisfactory completion of the works.
- (b) The Contractor shall supply detailed working drawings, mark out for the works, provide foundation embedding material and give all necessary details including setting, location and dimension for all the builder's work. The Contractor shall provide inspection and see that the work is carried out in accordance with his requirements and he will be responsible for the cost of all such work and material due to lack of supervision, in correct submitted information or details and late submission of working drawings.
- (c) Where any work pierces waterproofing including waterproof concrete, the method of installation shall be submitted to the Architect for approval. The Contractor shall provide all necessary sleeves, caulking and flashing required making openings absolutely watertight.
- (d) The Contractor shall be responsible for all builder's works and any temporary works required for the completion of the works installation at his own costs. All structural works design and installation shall comply with Manual for Structural Design of Waterworks Structures, current edition, issued by WSD. The Contractor shall be responsible to arrange any inspections upon the requests from WSD or Architect / Engineer at his costs.

12) W.S.D. SUBMISSION

- (a) The Contractor shall be responsible to submit all drawings to Water Supplies Department for approval. The Contractor shall ensure that the drawings, including the submissions to WSD for works approval, works inspections, handover submission, "As-Fitted" drawings, etc to be submitted to Water Supplies Department shall comply with latest WSD's practices, requirements and acceptance.
- (b) The Drawings shall comply with the requirements set forth in the current standard of Water Supplies Department and circular letters.
- (c) The Drawings shall be forwarded to the Architect for checking before submission.

- (d) The Contractor shall ensure that his submission will not delay the subsequent Water Supplies Department inspection, test and HBP1 scheme otherwise he shall be fully responsible for any consequence due to his delay.
- (e) The Contractor shall allow for Water Supplies Department submissions in according to the works schedule based on the master programme. The Architect may at his discretion instruct the Contractor for additional submissions to Water Supplies Department whenever necessary without cost implication.
- (f) The Contractor shall notify the Architect at least seven days in advance of his application for Water Supplies Department tests and inspections. On receipt from Water Supplies Department of a confirmed date for test and inspection, the Contractor shall, without delay, inform the Architect.

13) QUALITY ASSURANCE

All materials and equipment to be provided under this Contract shall be of proven design and furnished by manufacturers who can show evidence of having furnished such materials and equipment that have been in successful operation for a period of at least five years, unless otherwise approved.

The Contractor in providing a specific piece of equipment or apparatus, whether specified herein by name or whether of a make selected by the Contractor, shall be deemed to warrant its satisfactory performance under all working conditions which may be encountered.

Unless otherwise specified in this Specification, the Contractor guarantee for the Works shall extend for a period not less than the DLP from the Date of Certified Completion of the Works.

In case there is anything described in the Specification or shown on the Drawings being, in the Contractor opinion, unsuitable or inconsistent with his guarantee or responsibilities, the Contractor shall draw attention thereto at the time of tendering.

The Contractor shall assign all manufacturers' guarantees which are still within their term of validity at the Date of certified Completion for the Works, guarantees shall to the Employer. All subsequent rights and liabilities under the manufacturers' guarantees shall belong to the Employer.

Neither the time limit imposed on the Contractor's guarantees, nor the Maintenance Certificate issued by the Employer's Authorized Representative, nor the acceptance of the installation by the Employer, nor the approval by the Employer's Authorized Representative of any material or method shall in any way absolve the Contractor from his responsibility for any latent defects in this Contract Works which may become apparent in the future and which are, in the opinion of the Employer's Authorized Representative, due to the Contractor failure to use materials and methods which comply with this Specification and Drawings.

14) COORDINATION BETWEEN TRADES

The Contractor shall liaise with all relevant parties, statutory authorities, utilities companies, etc who will be carrying out other services work adjacent to the site, prior to the commencement of actual installations, so as to ensure that the work of all trades will be co-ordinated.

No claims shall be entertained for non-compliance with this Clause.

15) SETTING TO WORK

As soon as practicable after the completion of any section of the installation, the Contractor shall clean out the works area, plug off all sections of pipeworks to prevent from the unnecessary ingress of foreign substance. The Contractor shall then set such portion of the installation to work, adjust all components of the system so that it complies with the Specification requirements.

The Contractor shall allow in his tender accordingly and shall take all necessary precautions against damage when working in such areas.

16) RESULTS OF TESTS

If the test results show that the works is not functioning in a satisfactory manner or providing the requirements of this Specification, the Architect shall decide whether this is due to incorrectness of faulty work by the Contractor and if this be the case, the Contractor shall, when called upon, carry out at his own expense such alterations, replacements and adjustments as may be required, to the Architect's complete satisfaction. The Architect's decision as to what constitutes a satisfactory test shall be final.

17) LABELS

The Contractor shall provide labels for all pipeworks, valve pits, etc in accordance with WSD's requirements and practice.

All lettering shall comply with WSD's requirements.

Details shall be as described in the relevant sections of the Specification.

18) CERTIFICATE OF COMPLETION AND ACCEPTANCE PROCEDURE

- (a) The Contractor shall adhere to the sequence of operation and handover described below.
- (b) The Contractor shall submit the details of the commissioning engineers whose qualifications must be to the satisfaction of the Architect. The Architect reserves the right to reject any person unsuitable.
- (c) The installation shall be 'practically completed' following satisfactory commissioning and the issue of the Certification of Practical Completion to the Contractor by the Architect. This in effect starts the twelve (12) months Defects Liability Period and Maintenance Period.

- (d) A joint inspection will be held between the Employer, Architect / Engineer, WSD's representative and this Contractor to establish an outstanding works and defects list. All outstanding works/defects, should be completed within one month from the date when the Certificate of Practical Completion was issued.
- (e) If, at the end of the one month period from the date of issuing the Certificate of Practical Completion, any defects/outstanding works mentioned in the list still exist, the Architect is empowered to appoint a body to rectify all defects/outstanding works and deduct the cost involved from the retention money.
- (f) One month before the end of the Guarantee Period, a final defects inspection will be made and the Contractor has one month to clear the final defects before release is in acted of the retention money.

19) DEFECTS LIABILITY PERIOD

- (a) The Defects Liability Period for the purposes of this Contract shall be a period of twelve (12) months from the 'Date of Practical Completion', providing that during such period the Contractor shall have remedied and made good all faults or defects as described below, to the Architect's and Employer's satisfaction.
- (b) During the Defects Liability Period, the Contractor shall at his own cost remedy and make good with all possible speed any faults or defects in the Works due, in the opinion of the Architect, to faulty materials, workmanship or design and, shall indemnify the Employer against any damage or injury to the assets of statutory authorities, utilities companies, land owners, etc, arising as a result of such faults or defects.
- (c) If the Contractor fails to remedy such faults or defects within a reasonable time, the Employer may proceed to do so at the risk and expense of the Contractor and without prejudice to such other rights as the Employer may have under the Contract.
- (d) The Contractor shall have enough staff on standby at all time, to respond to summons for emergency services promptly. During the daytime the response time shall be less than one hour, but during the other hours the response time shall not be longer than 4 hours. Response time is defined as the period between the placement of a summon for service and the arrival on Site of a full strength repair team with the appropriate tools and necessary spares.
- (e) Other requirements shall be as described in the relevant section of the Specification.

20) Maintenance Work During Defects Liability Period

- a) The Contractor shall carry out periodic visual and physical inspection on the state of individual items of the works to find out if there are any items having abnormal conditions, leakages, visual cracks, etc. and to carry out subsequent re-inspection, tests and remedial measures to prevent further deterioration of the works.

- b) Based on the above requirements, the Contractor shall submit to the Engineer for approval the details of maintenance schedules stating clearly the weekly, fortnightly, monthly, quarterly, and yearly maintenance work maintenance work in 3 month before completion. The Contractor shall carry out the work in accordance with the approved schedules. Any deviation which he intends to do shall be subject to the Engineer's approval in advance. The maintenance schedules shall be approved prior to the issuance of practical Completion Certificate by the Engineer.
- c) The Contractor shall keep a record of all maintenance work giving relevant to the Engineer for approval the details of the Contractor 's staff, time of arrival, time of departure, and a brief description of the work done for each visit. At least two copies of site record sheets shall be submitted to the Engineer for verification each time before the Contractor leaves the site. The format of the record shall be subject to approval.
- d) The Contractor shall bear all costs for spare parts used during routine maintenance. The Contractor shall be responsible for the stocking up the anticipated requirements of maintenance spares.
- e) The Contractor shall provide a 24-hour call-out service attendance to any breakdowns or faults immediately in the works irrespective of the causes of the damage of faults. For causes falling under the Contractor's liability, the costs of repairs shall be borne by the Contractor under the scope of this maintenance work. In addition, the Contractor shall reimburse the Employer for any subsequential losses due to malfunctioning or breakdowns of the works. For other causes, the cost shall be determined in accordance with General Conditions of Contract. The Contractor shall obtain the agreement from the Engineer/employer before the commencement of work.
- f) The call-out procedure shall be as follows:
The Engineer/Employer shall place a telephone call to an approved, continuously-manned telephone number to summon for emergency call-out services. As far as practical the site conditions, the nature of the faults or damages will be given in the summon. The time such summon is placed will be recorded by the Engineer/Employer. When the Contractor arrives on Site, the time of arrival, the relevant details of staff and the accompanying equipment & tools, shall be verified by the Engineer/Employer.

On completion of the repair work, two copies of emergency call-out maintenance record sheet shall be submitted for verification by the Engineer. The emergency call-out maintenance record sheet shall describe the fault/damages, temporary remedial work has been executed and proposal of permanent remedial work. It shall be signed by the responsible repair team participated in the emergency call-out service.

- g) The Contractor shall submit the names, qualifications and relevant experiences of the emergency call-out team as well as routine maintenance gang for approval not later than one month before the start of the Defect Liability Period. The emergency call-out team shall be leaded by an Engineer having sound practical experiences for not less than eight years experiences.

- h) If the Contractor fails to respond as prescribed in herein above within the specified hours, the Engineer/employer may seek alternative service to remedy the fault. Any cost so incurred in connection with breakdown & repair irrespective whether the Contractor is liable shall be charged to the Contractor or deducted from money retained for the Contract.
- i) All workmanship shall be consistent with good trade practices and at least comparable to the standards achieved at the installed works. The Engineer/Employer may direct the Contractor to re-do any maintenance work at no extra cost, if in his opinion the workmanship is considered sub-standard.
- j) All replacement spares used shall be new and of genuine parts supplied by the original manufacturers. Subject to approval, the Contractor during emergency repair may use equivalent parts as temporary measures. However, the Contractor shall replace these parts at a later date when instructed by the Engineer. The Contractor shall bear the full cost of the work of replacing the temporary parts and any associated work.
- k) The Contractor shall provide a detail report on any defect or breakdown experience during either the routine maintenance services or the emergency. This report shall normally be submitted for approval within three working days after the above remedial work.

21) AS-NEW CONDITION

At the time of handover of the Contract Works after the Period of Maintenance, the whole installation shall be in 'as-new' condition. The Contractor shall, during the course of the Contract, protect all pipeworks, components, etc, as necessary before completion of the Contract.

22) WORK COMPLETION CERTIFICATE

The Contractor shall liaise, co-ordinate with WSD to arrange the works completion inspections to ensure the works installation comply with WSD's requirements and acceptance. The Contractor shall be responsible to prepare the works completion inspection form for WSD's inspection record.

23) REGISTERED CONTRACTORS

The plumbing works shall be carried out by a Licensed Plumber. The builder's works shall be carried out by the Registered General Building Contractor. The Company should be registered under the Laws of Hong Kong.

24) SUBMISSION FOR TENDER RETURN

The Contractor shall submit the following documents for tender consideration.

- Tentative programme for the completion of the works including the breakdown of work tasks, relevant statutory submissions, etc
- Organization chart for the project
- Resume for the full time site engineer with relevant experience in the HBP projects, job reference of the company for the HBP projects
- Valid certificate of the Licensor Plumber for this project

SECTION B – SCOPES OF WORKS
FOR
UNDERGROUND STREET FIRE HYDRANT INSTALLATION

SECTION B SCOPES OF WORKS FOR UNDERGRUND STREET FIRE HYDRANT INSTALLATION

1.0 GENERAL

1.1 Scope of Work

The work embraced by this specification covers the design, supply, installation, delivery off loading, erection, connection testing, commissioning and maintenance of underground street fire hydrant provision adjacent to the site in accordance with this specification and associated drawings. The Contractor shall be responsible for close co-ordination with other trades, relevant statutory authorities, land owners and the preparation of detailed shop drawings for approval. Without abrogating the more extensive details exemplified elsewhere in the specification and drawings, the work includes the following:-

- a) Design, supply and installation of the underground street fire hydrant provision, in complying with the requirements from Hong Kong Fire Services Department (HKFSD) and Water Supplies Department (WSD) , (including excavation, backfilling works & make good of the roads), all distribution pipework, supporting works including the thrust blocks, valve pits/chambers, pipeworks alignment, etc. as per the Drawings, Manual of Mainlaying Practice, Manual for Structural Design of Waterworks Structures issued by WSD and relevant statutory requirements.
- b) Testing and commissioning of the works installation in complying WSD's requirements and acceptance.
- c) Submission of materials and equipment, detailed working drawings, working drawings for WSD's approvals and works permissions, builder's works drawings, As-Fitted Drawings and Works Programmes.
- d) Preparation and submission of O&M Manuals.
- e) Painting and labelling of all pipework and components of the system.
- f) Provision of full time site engineer, who should have at least 5 years supervisory experience in projects under Helping Business Programme to WSD of similar size at works as required for site co-ordination, supervision and execute the instruction given by the Employer's Representative.
- g) Provision of Competent Representative to attend all meetings as instructed by the Employer's Representative.
- h) Provision of preventive maintenance on works installation within defect liability period. The maintenance work shall include all labour cost, resources, temporary works, associated works and equipment.
- i) Preparation and submission of drawings, records, technical information, laboratory tests, test reports and relevant Forms to the Water Supplies Department, Fire Services Department, other departments and utility

companies required for satisfactory completion of the Project. All related cost and fees are deemed to be included in the Contract.

- j) Duly and fully complete all application forms and/or statutory forms and submit to utilities and/or government authorities. The "duly and fully complete" means that the Contractor shall take full responsibility to finish every section of the application forms, e.g. the Form WWO 46, etc.
- k) Liaison with all relevant statutory authorities and utility companies. Prepare all submissions to the relevant statutory authorities and utility companies, arrange and attend the statutory authorities and utility companies for inspection and connections for the satisfactory completion of the works. Application submissions and renewal of all the statutory documents during the Contract Period as well as Defect Liability Period shall be included.
- l) All Drawings are for indicative purposes only. The Contractor shall be responsible to supply and install all necessary items that may not be explicitly specified in this Contract specification but necessary for accomplishing the design intent. The Contractor shall also be responsible to verify all spaces and places to be allowed for this Contract works and the exact dimensions and routes of all services included. The Installation Works covered by this Contract have been designed to the best knowledge in compliance with the appropriate and current codes and regulations. Nevertheless, it is the responsibility of the Contractor to ensure the final installation is in full compliance with all the statutory requirements.
- m) Responsible to check all spaces and places to be allowed for his installation work. Any improper installation work shall not be accepted and the Contractor shall bear all subsequent cost to be incurred for fully meeting with this Contract requirements.
- n) Provision of all builder's works for the satisfactory completion of the works
- o) Co-ordinate and furnish adequate information/drawings to ensure smooth execution of work.
- p) Co-ordination and liaise with all other statutory authorities, utilities companies, land owners, etc, in order to fully accomplish the scope of works as stipulated in this Contract.
- q) Complete the water supply connection works including pipes, fittings, valves. Including traffic control, excavation, backfill and making good. Follow the procedure given under the latest Practitioner's Guidelines and form HBP1 which are available at Environment, Transport and Works Bureau's Homepage. The Contractor shall bear and settle all costs of fees, permits, testing, stamping of samples, connections, licenses, certificates, etc. pertaining as required by Authorities and Utilities for the completion of this works.

The Contractor shall be responsible to provide all necessary drawings (coloured if required), catalogue and technical information with sufficient copies required for various statutory application, assessment, approval and endorsement. The Contractor

TECHNICAL SPECIFICATION

shall provide experienced and competent personnel to co-ordinate with all concerned parties for statutory applications, attend inspections and associated meetings to obtain approvals.

The work in this Contract shall include the whole of the labour and all materials necessary to form a complete installation, and such test, adjustments and commissioning as are prescribed in this Specification and the Tender Drawings and as may otherwise be required to give an effective working installation to the satisfaction of the Employer's Representative.

The words 'complete system' in the above clause shall mean not only the major items of the works covered by this Specification, but all the incidental sundry components and temporary works etc. necessary for the complete execution of the works and for the proper operation of the installation, with their labour charges, whether or not these sundry components are mentioned in detail in the tender documents issued in connection with the Contract.

The Contractor shall liaise closely and be co-operative with other statutory authorities, utilities companies, land owners, etc. for detail planning of the works installation.

2.0 SYSTEM DESCRIPTION

2.1 General

- a) All works shall comply with Manual of Mainlaying Practice and Manual for Structural Design of Waterworks Structures, current edition, issued by WSD
- b) The works shall be under the Helping Business Programme (HBP). The Contractor shall carry out the works installation in complying with relevant works procedures under the HBP process.
- c) The works installation is to provide the standard street fire hydrant outlet in complying with the requirements from HKFSD and WSD in the vicinity of the site.

SECTION C – TECHNICAL SPECIFICATION
FOR
UNDERGROUND STREET FIRE HYDRANT INSTALLATION

**SECTION C TECHNICAL SPECIFICATION FOR UNDERGROUND STREET
FIRE HYDRANT INSTALLATION**

1.0 PIPEWORK, FITTINGS AND VALVES

1.1 GENERAL

All plumbing work shall be carried out by and approved licensed plumber and Registered Building Contractor to the requirements of the Water Authority, Building Authority and relevant authorities.

- i. The Contractor shall be responsible before commencing work for checking all details and underground conditions shown on drawings and for relating them to site conditions to ascertain that conditions on site permit execution of work as shown on drawings.
- ii. All pipes, fittings, joints and jointing materials used shall be suitable for the substances conveyed in the pipes and shall not deteriorate due to chemical or atmospheric action. All pipes and fittings shall have ample strength for the pressure involved.
- iii. The Contractor shall provide for dissimilar metal joints to prevent electrolytic action in the piping systems, special flanged connections with insulating gaskets plus insulating sleeves for the flange bolts shall be provided.
- iv. All valves, cocks, etc which shall require any approval by local Authority must be submitted to the Authority by the Contractor who shall be responsible for all charges incurred. No valves and fittings shall be installed prior to approval by Local Authority.
- v. All valves supplied shall be suitable for working pressure and test pressure of the water supply system. Unless otherwise specified, all valves shall have minimum working pressure of not less than 1370 kN/sq.m.
- vi. All valves shall be pressure tested in accordance with the relevant British Standard by the valve manufacturer before leaving the factory. Test certificate/report from laboratories approved by the Water Authority confirming that the valves have been tested in conformance with this specification to be produced upon request.
- vii. The materials shall comply with Manual of Mainlaying Practice, current edition, issued by WSD and relevant requirements.

1.2 MATERIALS

- i. Street Fire Hydrant System
 - a. All size

Ductile iron to BS EN 545 K9 to a pressure rating of 16 bar with push-in flexible joints or mechanical joints. The pipe barrel of new ductile iron pipes should be provided with an epoxy coat on top of a cement mortar lining as the internal protection to ductile iron pipes.

1.3 INSTALLATION OF PIPEWORK

- All pipework shall be free from burrs, rust and scale and shall be thoroughly cleaned before erection. Open ends during the progress of work shall be blanked-off with purpose made metal or plastic caps and the use of wooden plugs is forbidden. Should any stoppage in the circulation occur after the various systems have been put into operation, owing to non-compliance with this requirement, the Contractor shall rectify the matter at no extra cost to the Contract.
- The pipeworks installation shall comply with Manual of Mainlaying Practice, current edition, issued by WSD and relevant requirements.

1.4 FITTINGS, FLANGES AND FITTINGS

a) General

- All fittings shall be suitable for the working pressure involved and tested as specified elsewhere in this Specification and comply with WSD's requirements.

b) Ductile Iron Pipes

- All ductile iron pipes shall be assembled by means of cast on flanges to BS 4504 with pressure class suitable for the working pressure involved but in no case less than PN 16.
- Flanged joints shall be made by using proper full faced jointing gaskets coated on both sides by an approved jointing compound. Joints between flange and plain end pipe shall be made under manufacturer's method.
- All bolts and nuts shall be of stainless steel made or WSD's approved type. Bolts shall be hexagon head and shall be of adequate length such that at least three completer threads protrude through the hexagonal nut when the flange joint is fully tightened.

1.5 VALVES

a) General

The Contractor shall supply and install all valves and valve pits/chamber as indicated on the drawings and as may be required by the Water Authority. The additional provisions of the valves and valve pits upon the required by the Water Authority at later stage of the works installation shall be included in the Contract.

The valves shall comply with the current Hong Kong Waterworks Regulations and the appropriate British Standard. All valves shall be WSD's approved type.

- All valves shall be full line size.
- Each valve shall have a purpose made reference number plate or label engraved or stamped indicating the manufacturer's catalogue number, pressure and temperature ratings. Valves shall be arranged so that clockwise rotation of the spindle will close the valve. Dymo labels are not acceptable.
- All valves shall be packed with an approved packing and threads shall be coated with oil and graphite. In particular, packing shall be asbesto-free for potable used valves. Packings should be replace when found deteriorated on site.

b) Gate Valves

The gate valve shall be WSD approved type.

1.6 PAINTING, LABELLING AND FINISHING

a) General

- All parts of the work installed under this Specification shall be painted in accordance with WSD's requirements.

1.7 TESTING, MAINTENANCE AND SERVICES

a) General

The pipeworks installation shall be hydraulic tested and maintained in complying with Manual of Mainlaying Practice, current edition, issued by WSD and relevant requirements.

b) Test Equipment

All instruments and equipment shall remain the property of the Contractor.

The Contractor shall supply, check, recalibrate whenever necessary, maintain and install or fix all necessary instruments and equipment for conducting tests on the system installation under this Contract.

All instruments and equipment used for test purposes shall be adequate for the purpose and shall satisfy the purposes and accuracies required by this Technical Specification.

The Contractor shall submit to the Employer's Representative a list of the instruments and equipment which he proposes to use in the testing and commissioning of the services. This shall be complete with manufacturer's name, model number, serial number and last calibration date.

All instruments that require periodic recalibration shall have this carried out before work is commenced. If in the opinion of the Employer's Representative, instruments should be rechecked for accuracy because of the time, which has elapsed since the previous calibration, this shall be carried out at the Contractor's expense by an organization approved by the Employer's Representative.

c) Testing of Pipeworks

- The Contractor shall carry out hydraulic test on the complete works to show that it is functioning satisfactorily within the requirements of this Specification and local regulations.
- The Contractor shall provide suitable test pumps and arrange for a supply of water required in connection with testing of pipework. The test pump shall be fitted with pressure gauges which shall be of suitable range for the pressure being applied.
- Testing procedures shall be submitted two months after the approval of major equipment to the satisfaction of the Engineer.
- Testing apparatus shall be provided by this Contractor as approved by Architect / Engineer.
- This Contractor shall be carried out any additional tests required by the local authorities.

d) Statutory Authorities' Tests and Inspections

- The Contractor shall attend all tests and inspections carried out by statutory authorities, and shall forthwith execute any variation work as a result of his failure to comply with the statutory requirements.

1.8 MAINTENANCE AND SERVICE

(a) General

- This Contractor shall submit for prior approval and provide a comprehensive planned maintenance program and 24 hours emergency call out service during the Defects Liability Period.

(b) During the Defects Liability Period

- This Contractor shall undertake the comprehensive maintenance and routine servicing of the Plumbing and Drainage Installation during the Defects Liability Period.
- This Contractor shall carry out routine maintenance as described herein. This Contractor shall also perform all additional maintenance work not listed herein which he considers necessary to ensure that all the various systems installed to operate satisfactorily and that maximum availability of the plumbing and drainage installation is maintained at all times.
- This Contractor shall give the Employer at least seven days' prior notice of when each maintenance visit is due so that the Employer can nominate a representative to be present.

This Contractor shall report to the Employer prior to commencing each service and before leaving. A comprehensive report shall be compiled by this Contractor for all the work which has been carried out during each visit, including comments on any improper functioning of various systems, and comments on any items requiring detailed examination at or before the next scheduled visit.

The service report shall also state the date when the next regular routine service visit is due to take place.

A copy of this report shall be submitted to the Employer for record.

- The minimum maintenance requirements shall be as follows:
- The repairing, rehabilitation, operation and maintenance of the works installation shall comply with Manual of Mainlaying Practice, current edition, issued by WSD.

This Contractor shall also undertake to provide a comprehensive breakdown service whereby qualified technicians shall attend to each breakdown as soon as practicable after a breakdown is reported, and carry out immediate remedial work at a reasonable speed according to the nature of the breakdown. Any faulty equipment or components shall be quickly replaced.

In circumstance such that this Contractor fails to attend the breakdown within four normal working hours after notification of a breakdown, and where remedial work is interrupted during normal working hours for

TECHNICAL SPECIFICATION

purposes other than obtaining replacement parts, the Employer reserves the right to order such action as may be necessary to expedite completion of remedial work which shall be at this Contractor's expense without abrogation of this Contractor's responsibilities.

The Employer shall at his discretion, take action to recover all losses incurred arising from the failure of this Contractor to perform the duties either wholly or in part as detailed in this Section.

SECTION D – SCHEDULE OF EQUIPMENT AND MATERIAL
FOR
UNDERGROUND STREET FIRE HYDRANT INSTALLATION

**SECTION D SCHEDULE OF EQUIPMENT AND MATERIAL FOR
UNDERGROUND STREET FIRE HYDRANT INSTALLATION**

This Schedule shall be fully completed in the submitted tender. Technical catalogues describing equipment and materials offered shall accompany the tender whenever possible.

The acceptance of the tender however does not imply the acceptance of the tenderer's equipment offer. Any item of equipment or material subsequently found not to be in full compliance with the Specification and Drawings shall be replaced with an alternative which shall be in full compliance with the Specification and Drawings.

<u>Description</u>	<u>Proposed Manufacturer</u>	<u>Offered Make/Origin</u>	
Street Fire Hydrant Installation System			
1. Ductile iron pipes and fittings to BS EN545 K-12 with 'Flange'/'Tyton' joint	Stanton / Thyseen / Kurimoto or WSD's approved		
2. Ductile iron gate valve	WSD's approved		
3. Street fire hydrant outlet	WSD's approved and FSD's approved		

SECTION E – SCHEDULE OF DRAWINGS
FOR
UNDERGROUND STREET FIRE HYDRANT INSTALLATION

**SECTION E SCHEDULE OF DRAWINGS FOR UNDERGROUND STREET
FIRE HYDRANT INSTALLATION**

Drawing No.	Description
253876-DW-SFH-001	Street Fire Hydrant Installation General Notes, Legends, Legends, Abbreviations, Installation Details and Layout Plan

SECTION C – GUIDELINES FOR CONSULTANT AND CONTRACTOR



WWF Hong Kong Mai Po Infrastructure Upgrade Project

Guidelines for Consultant and Contractor

Mai Po Nature Reserve is a restricted area and any individual needs a valid entry permit which issued by AFCD to entry the reserve. To ensure a smooth operation and safe working environment, please note the guidelines as follows:

(1) WWF Working hour and emergency contact:

- The working hour of Mai Po Nature Reserve is from **8:30 a.m. to 5:30 p.m.** from Monday to Sunday. However, contractor should NOT carry out any work on Sunday except permission is granted by WWF.
- The Mai Po Visitor Centre provides supporting service for all visitors. If you have any enquiry, please calling us at telephone number at **2471 6212**.

(2) STEPS to entry Mai Po Nature Reserve:

• **STEP ONE**

All consultant or workers should fill in the LOG BOOK which placed at the visitor centre when he / she arrives / departs the reserve. Please refer to attachment 1 for the log book sample.

• **STEP TWO**

Any individual MUST register at the AFCD Warden Post (see the attachment 2 for the location). If you carry a work permit, AFCD may request you to complete the form (see attachment 3) and submit 2 copies of the form. The office hour of AFCD Warden Post is from **8:15 a.m. to 6:00 p.m.**, Monday to Sunday. You are not require to clock out when depart the nature reserve.

- If you want to delivery materials by vehicle inside the Mai Po Nature Reserve, written permission must be sought from WWF-Hong Kong in advanced. There are private roads to access bird hide and education centre for materials delivery only (see attachment 2).

(3) Be properly equipped:

- Bring **insect repellent, sterilizing gel**, hat, raincoat / umbrella, personal medical if needed
- Do not wear outfit in bright colour
- Take UV protective measures
- WWF strongly encourages waste reduction, please **bring enough drinking water, or bring a bottle to refill water**. Supporting facilities for visitor can be found at:

Toilet	Visitor Centre and Education Centre
Rubbish bin	
Water filter for drinking water Water tap for work	
First aid materials	
Soft-drink vending machines	Visitor Centre

(4) Code of conduct in the reserve:

- As the Nature Reserve is a restricted area, it is forbidden to take or damage animals and plants in the Nature Reserve. It is illegal to hurt any wild animals within the Reserve. Picking plants without prior permission is also illegal.
- Do not touch any wild birds or their droppings.
- No fire shall be used in carrying out the works and all necessary precaution shall be taken to prevent fires.
- No smoking, fishing or swimming in the Nature Reserve.
- No litter shall be left behind. Please take away all waste and do not leave them in the Reserve.
- Do not interfere with private property. Do not interfere with, deface or damage WWF property.
- In the bird watching hides, please manage your noise level so as not to disturb the wildlife. Doors and windows should be closed quietly when you leave.

(5) Recording of the activities:

- Recording of visit and facilities management activities, either via video, audio or both is restricted unless written permission is granted by WWF-Hong Kong in advanced.



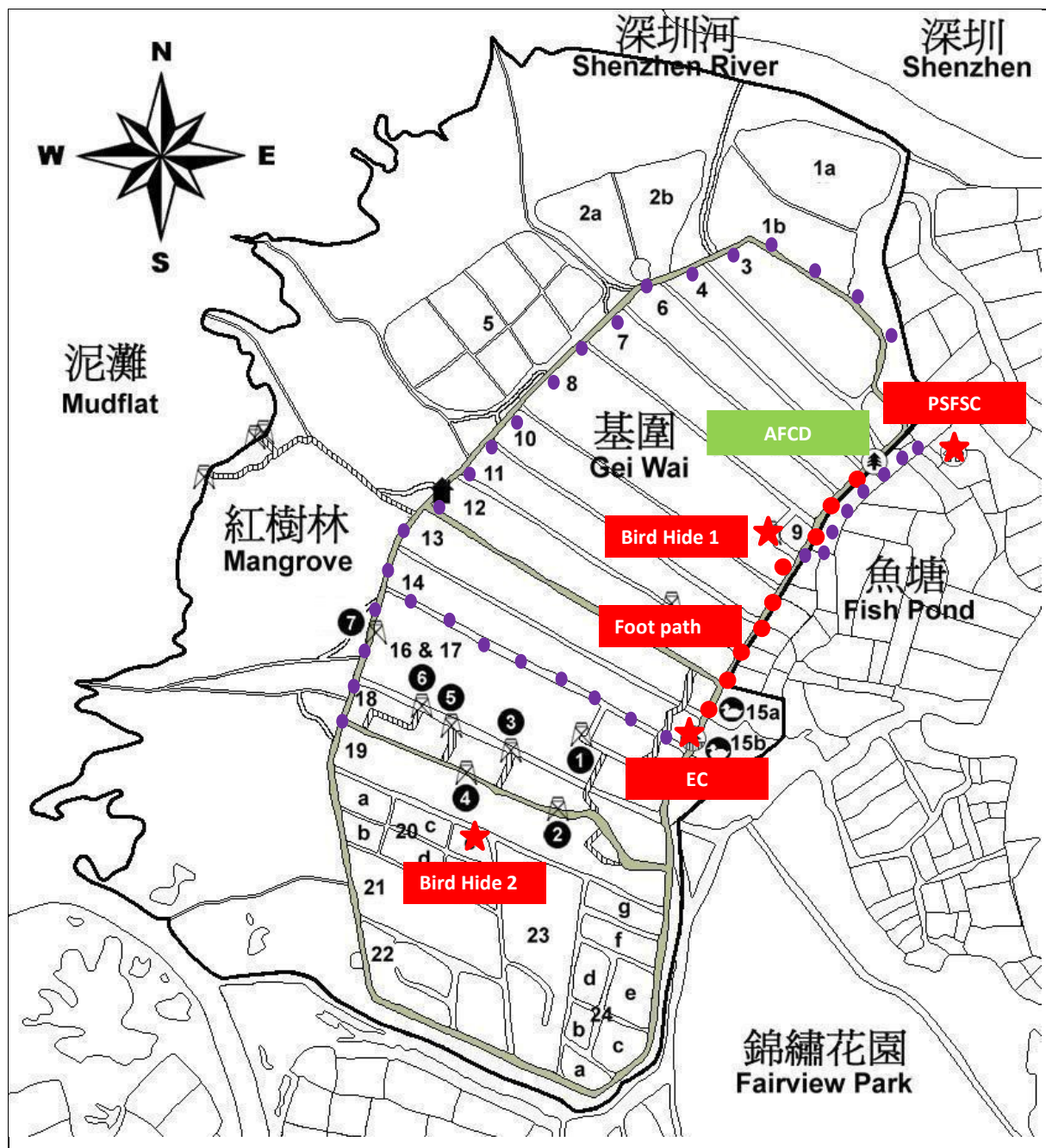
Attachment 1: WWF-HK Mai Po Infrastructure Upgrade Project – Consultant / Worker Log Book

日期 Date	負責人名稱 Name of In Charge Person	人數 No. of People	公司名稱 Company Name	到達時間 Arrival Time	離開時間 Departure Time	簽名 Signature

This log book is placed at WWF Visitor Centre.



Attachment 2: Map of Mai Po Nature Reserve



	斯科特野外研習中心 Peter Scott Field Study Centre
	漁農自然護理員站 AFCD Nature Park Warden
	米埔自然保護區教育中心 Mai Po Wildlife Education Centre
	基圍博物館 Gei Wai Museum
	水禽飼養池 Waterfowl Collection
	觀鳥屋 Bird-watching Hide

0 500 Meters

	觀鳥屋號碼 Bird-watching Hide Number
6	基圍號碼 Gei Wai Number
	木橋 Boardwalk
	小徑 Footpath
	Road for 5.5 tonne truck or lighter vehicle

Wild Animals Protection Ordinance, Cap. 170
Appendix to Mai Po Marsh Entry Permit

FCA: _____

In connection with Mai Po Marshes Entry Permit No. GP/ _____
issued under Section 13 of Wild Animals Protection Ordinance Cap. 170,
the following persons are authorized to enter the Mai Po Marshes Restricted Area
subject to the conditions stipulated on the aforesaid Permit:

	Name	Identiy Card/ Passport No.
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		

	Name	Identiy Card/ Passport No.
16.		
17.		
18.		
19.		
20.		
21.		
22.		
23.		
24.		
25.		
26.		
27.		
28.		
29.		
30.		

This authorization is valid on _____ and between _____ and _____ only.

Original: _____ to Permit
Holder
Duplicate: _____ to AFCD

Endorsement

Note: This name list must be endorsed by the Nature Warden on duty and should be used in conjunction with the
aforesaid Mai Po Entry Permit



Attachment 4 Vehicle Access to Mai Po Nature Reserve Application Form

Date of application: _____

Applicant name: _____

Telephone number: _____

Email address: _____

Company name: _____

Access Date and Time	Purpose	Vehicle type and plate number	Contact person name and phone number

Remark:

1. Mai Po Nature Reserve is a restricted area, any visitor should carry a valid permit issued by AFCD.
2. Some of the road section at fishpond is privately owned. Advanced approval from WWF Hong Kong is required.
3. As the access road at the fish pond and inside nature reserve is narrow, the size of the lorry should be less than 5.5 tonne truck or lighter vehicle.
4. The completed form should be sent to F+G project manager and WWF Mai Po staff at [jpang@wwf.org.hk] 2 working days before you entry the nature reserve.



世界自然基金會

米埔自然保護區設施改善計劃

顧問公司及承辦商人員守則

米埔自然保護區屬於禁區範圍，任何人等均須持有由漁農自然護理署發出之有效許可證，方可進入米埔自然保護區。為確保活動及工程能順利進行，務請顧問公司及承辦商人員注意以下守則：

(1) 辦公時間及緊急聯絡電話：

- 米埔自然保護區的辦公時間為星期一至日，早上 8:30 分至下午 5:30 分。除非事先獲得世界自然基金會書面批准，顧問公司及承辦商人員不可以在星期日進行工程。
- 米埔訪客中心及教育中心為訪客提供各項支援服務。如顧問公司及承辦商人員遇有任何問題，請致電 2471 6212 與本會聯絡。

(2) 進入米埔自然保護區程序：

- 程序一：**顧問公司及承辦商人員進入及離開米埔自然保護區時，必須在米埔訪客中心填寫登記表。有關登記表之樣本請參閱附頁一。
- 程序二：**任何人等在進入米埔自然保護區前均須前往漁農自然護理員站登記（有關位置請參閱附頁二）。如你持有由漁農自然護理署發出之工作許可證，漁農自然護理署或會要求你填寫及遞交附頁三之表格（一式兩份）。漁農自然護理員站的辦公時間為星期一至日，早上 8:15 分至下午 6:00 時。當你離開米埔自然保護區時，你無須辦理任何手續。
- 如需要駕駛並運送貨物前往米埔自然保護區，顧問公司及承辦商人員必須提前向世界自然基金會申請書面批准。在保護區內有私家小路前往觀鳥屋及教育中心，但該路段只供車輛運送貨物使用（參閱附頁二）。

(3) 裝備及設施：

- 帶備防蚊用品、消毒洗手液／手巾、帽、雨衣／雨傘、個人藥物等。
- 切勿穿著色彩鮮豔的衣服。
- 採取防曬措施。
- 本會鼓勵源頭減廢，參加者請盡量自備水樽或飲品。
- 如需要使用以下設施，請前往：

洗手間	米埔訪客中心及教育中心
垃圾箱	
淨水機 - 飲用水	
水喉 - 工作用之淡水	
急救用品	
飲品售賣機	米埔訪客中心

(4) 米埔自然保護區內一般守則：

- 米埔自然保護區屬於禁區範圍，嚴禁傷害任何野生生物或採摘任何植物。傷害或捕捉任何野生生物屬非法行為，未獲批准而胡亂採摘任何植物也屬違法。
- 請勿接觸任何雀鳥及其排泄物。
- 嚴禁在保護區內生火。所有顧問公司及承辦商人員應採取必要的預防措施，以防止火災發生。
- 嚴禁在保護區內吸煙、釣魚及游泳。
- 敬請將所有垃圾帶離開保護區範圍。
- 不准干擾私人產業。不可擅自移動、損毀及破壞世界自然基金會的財產。
- 在觀鳥屋內必須保持安靜，以免騷擾野生生物，離開前切記安靜地關上所有門窗。

(5) 工程進行期間錄影及/或錄音事項：

- 除非事先獲得世界自然基金會書面批准，於活動或工程進行期間錄影及/或錄音均受限制。



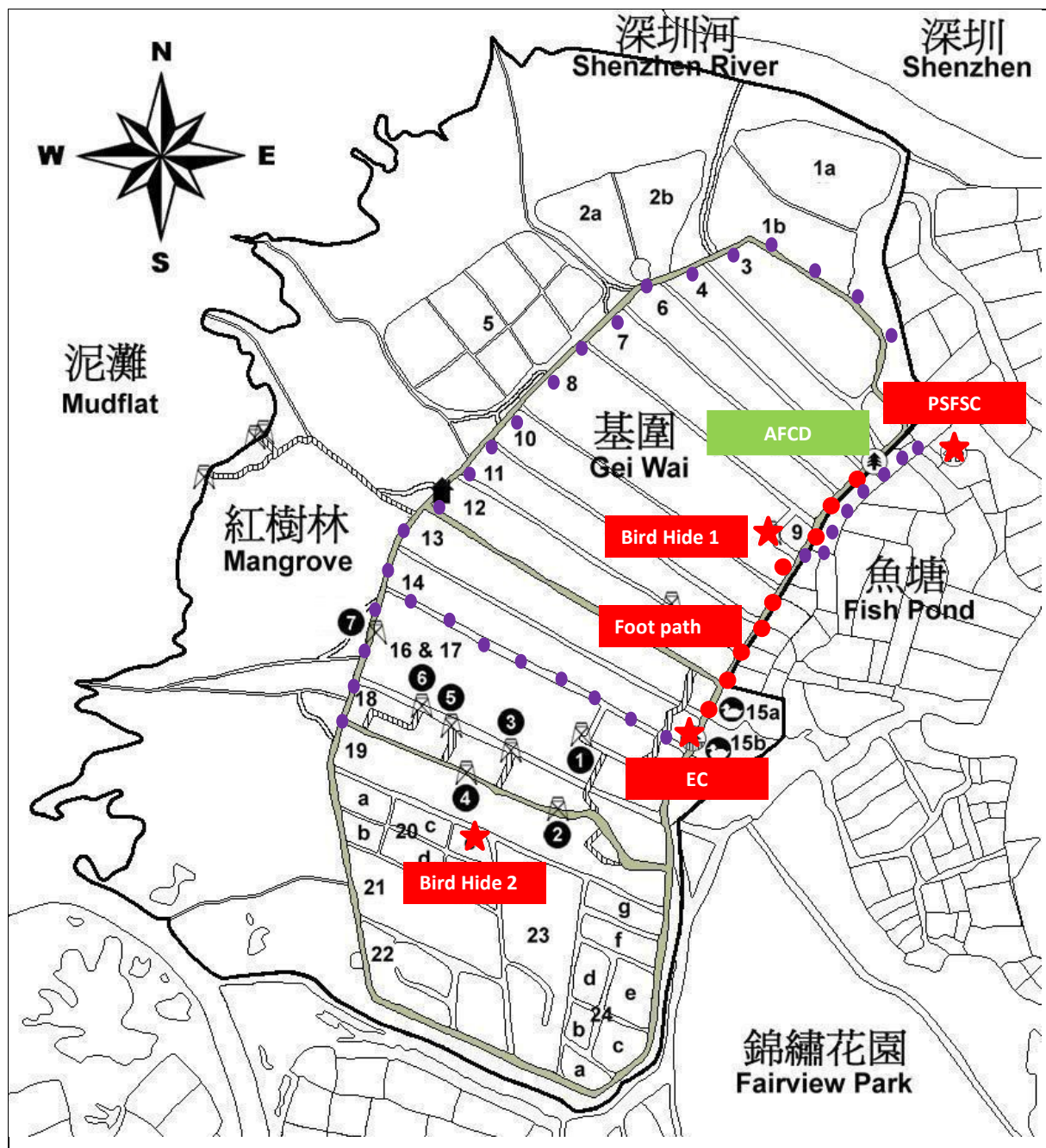
附頁一： 米埔自然保護區設施改善計劃
顧問公司及承辦商人員登記表

日期 Date	負責人名稱 Name of In Charge Person	人數 No. of People	公司名稱 Company Name	到達時間 Arrival Time	離開時間 Departure Time	簽名 Signature

此登記表設於米埔訪客中心



附頁二：米埔自然保護區地圖



	斯科特野外研習中心 Peter Scott Field Study Centre
	漁農自然護理員站 AFCD Nature Park Warden
	米埔自然保護區教育中心 Mai Po Wildlife Education Centre
	基圍博物館 Gei Wai Museum
	水禽飼養池 Waterfowl Collection
	觀鳥屋 Bird-watching Hide

0 500 Meters

	觀鳥屋號碼 Bird-watching Hide Number
	6 基圍號碼 Gei Wai Number
	木橋 Boardwalk
	小徑 Footpath
	●●●● Road for 5.5 tonne truck or lighter vehicle

Wild Animals Protection Ordinance, Cap. 170
Appendix to Mai Po Marsh Entry Permit

FCA: _____

In connection with Mai Po Marshes Entry Permit No. GP/ _____
issued under Section 13 of Wild Animals Protection Ordinance Cap. 170,
the following persons are authorized to enter the Mai Po Marshes Restricted Area
subject to the conditions stipulated on the aforesaid Permit:

	Name	Identiy Card/ Passport No.		Name	Identiy Card/ Passport No.
1.			16.		
2.			17.		
3.			18.		
4.			19.		
5.			20.		
6.			21.		
7.			22.		
8.			23.		
9.			24.		
10.			25.		
11.			26.		
12.			27.		
13.			28.		
14.			29.		
15.			30.		

This authorization is valid on _____ and between _____ and _____ only.

Original: _____ to Permit
Holder
Duplicate: _____ to AFCD

Endorsement

Note: This name list must be endorsed by the Nature Warden on duty and should be used in conjunction with the
aforesaid Mai Po Entry Permit



附頁四： 車輛進入米埔自然保護區
申請表

申請日期: _____

申請人姓名: _____

聯絡電話: _____

電郵地址: _____

公司名稱 : _____

前往日期及 時間	原因	車輛類型及 車牌	車輛聯絡人姓名及 電話

備註:

1. 米埔自然保護區屬於禁區範圍，任何人等均須持有由漁農自然護理署發出之有效許可證，方可進入米埔自然保護區。
2. 保護區及魚塘內的小路為私家路段，顧問公司及承辦商人員必須提前向世界自然基金會申請書面批准。
3. 保護區及魚塘內的私家路段為狹窄小路，只供私家車輛及 5.5 噸貨車使用。
4. 請把已填妥的申請表，於 2 個工作天前電郵至 F+G 項目經理及世界自然基金會職員 (jpang@wwf.org.hk)。

SECTION D – PENALTY CLAUSE FOR BREAKING THE RULES
LISTED IN THE CODE OF CONDUCT
STATED IN WWF GUIDELINES
FOR CONSULTATN AND CONTRACTOR

**Contract Works for Underground Street Fire Hydrant Installation for PSFSC
For Upgrading Mai Po Nature Reserve Infrastructure
At Mai Po, San Tin, Yuen Long, New Territories
For World Wide Fund for Nature Hong Kong**

Penalty Clause for breaking the rules listed in the Code of Conduct stated in WWF
Guidelines for Consultant and Contractor

	Item	Penalty (HKD) per accident
a.	As the Nature Reserve is a restricted area, it is forbidden to take or damage animals and plants in the Nature Reserve. It is illegal to hurt any wild animals within the Reserve. Picking plants without prior permission is also illegal.	2,000
b.	Do not touch any wild birds or their droppings.	2,000
c.	No fire shall be used in carrying out the works and all necessary precaution shall be taken to prevent fires.	2,000
d.	No smoking, fishing or swimming in the Nature Reserve.	2,000
e.	No litter shall be left behind. Please take away all waste and do not leave them in the Reserve.	2,000
f.	Do not interfere with private property. Do not interfere with, deface or damage WWF property.	2,000
g.	In the bird watching hides, please manage your noise level so as not to disturb the wildlife. Doors and windows should be closed quietly when you leave.	2,000

PRICING DOCUMENT

SCHEDULE OF RATES

SCHEDULE NO. 1 - PRELIMINARIES

CONTRACT WORKS FOR UNDERGROUND STREET FIRE HYDRANT INSTALLATION FOR PSFSC
FOR UPGRADING MAI PO NATURE RESERVE INFRASTRUCTURE
AT MAI PO, SAN TIN, YUEN LONG, NEW TERRITORIES

Schedule No. 1 - Preliminaries

Item	Description	HK\$
	<u>General Notes:</u>	
A	The Preliminary Items included hereunder apply to the whole of the Works contained in these Schedule of Rates and the amounts and/ or rates inserted by the Contractor shall be deemed to apply to the whole of the Works carried out under this Contract, including any additions or omissions which may be ordered by the Project Manager / Architect under the Conditions of Contract.	
B	Where an abnormally high amount has been inserted against an item in this Schedule for which substantial payment would normally be made at the outset of the Contract, payment shall be made at the outset for such portion as the Contractor may substantiate and payment of the remaining amount effected over the period of the Contract.	
C	Where a lump sum only has been inserted in respect of this Schedule No. 1, the Contractor will be required to provide an itemized breakdown of the amount to be included.	
D	It should be noted that the payment provisions in the preceding paragraph do not apply to amounts inserted against items relating to Insurances, Contractor's Bond and the like. These amounts will always be paid for over the period of the Contract notwithstanding payment by the Contractor of the entire premium at the beginning of the Contract.	
E	Where no amount or an insufficient amount has been inserted by the Contractor in respect of an item in this Schedule, the value or additional value thereof will be deemed to have been included in the unit rates for measured work contained in the Schedule of Rates hereinafter following and no separate amounts whatsoever will be certified for payment.	
To Collection		

CONTRACT WORKS FOR UNDERGROUND STREET FIRE HYDRANT INSTALLATION FOR PSFSC
FOR UPGRADING MAI PO NATURE RESERVE INFRASTRUCTURE
AT MAI PO, SAN TIN, YUEN LONG, NEW TERRITORIES

Schedule No. 1 - Preliminaries

[illegible]

CONTRACT WORKS FOR UNDERGROUND STREET FIRE HYDRANT INSTALLATION FOR PSFSC
FOR UPGRADING MAI PO NATURE RESERVE INFRASTRUCTURE
AT MAI PO, SAN TIN, YUEN LONG, NEW TERRITORIES

Schedule No. 1 - Preliminaries

Item Description	HK\$
<u>PRELIMINARIES Collection</u> From page SR1/1 From page SR1/2	
TO SUMMARY OF TENDER	

SCHEDULE NO. 2 – FIRE SERVICES

CONTRACT WORKS FOR UNDERGROUND STREET FIRE HYDRANT INSTALLATION FOR PSFSC
FOR UPGRADING MAI PO NATURE RESERVE INFRASTRUCTURE
AT MAI PO, SAN TIN, YUEN LONG, NEW TERRITORIES

Schedule No. 2 - Fire Services

[illegible]

CONTRACT WORKS FOR UNDERGROUND STREET FIRE HYDRANT INSTALLATION FOR PSFSC
FOR UPGRADING MAI PO NATURE RESERVE INFRASTRUCTURE
AT MAI PO, SAN TIN, YUEN LONG, NEW TERRITORIES

Schedule No. 2 - Fire Services

[illegible]

CONTRACT WORKS FOR UNDERGROUND STREET FIRE HYDRANT INSTALLATION FOR PSFSC
 FOR UPGRADING MAI PO NATURE RESERVE INFRASTRUCTURE
 AT MAI PO, SAN TIN, YUEN LONG, NEW TERRITORIES

Schedule No. 2 - Fire Services

Item	Item Description	Qty	Unit	Rate	HK\$
	FIRE SERVICES Collection From page SR2/1 From page SR2/2				
TO SUMMARY OF TENDER					

SUMMARY OF TENDER

CONTRACT WORKS FOR UNDERGROUND STREET FIRE HYDRANT INSTALLATION FOR PSFSC
 FOR UPGRADING MAI PO NATURE RESERVE INFRASTRUCTURE
 AT MAI PO, SAN TIN, YUEN LONG, NEW TERRITORIES

Item	Item Description	Page Ref.	HK\$
<u>Sch No.</u>	<u>TENDER FOR CONTRACT WORKS FOR UNDERGROUND STREET FIRE HYDRANT INSTALLATION FOR PSFSC FOR UPGRADING MAI PO NATURE RESERVE INFRASTRUCTURE AT MAI PO, SAN TIN, YUEN LONG, NEW TERRITORIES</u> <u>SUMMARY OF TENDER</u>		
	1 PRELIMINARIES	SR1 / SUM	
	2 FIRE SERVICES	SR2 / SUM	
	<p>Total carried to "Form of Tender"</p> <p>Signed by Tenderer: _____ (with Company's Chop)</p> <p>Name of Tenderer: _____</p> <p>Date: _____</p>		

DRAWINGS

GENERAL NOTES FOR PLUMBING SERVICES FOR STREET FIRE HYDRANT

1. ALL PLUMBING WORKS SHALL BE CARRIED OUT BY LICENSED PLUMBER TO SUIT THE LOCAL REGULATIONS AND REQUIREMENTS OF WATER AUTHORITY.
2. ALL DIMENSIONS AND PIPE SIZES SHOWN ON THE DRAWINGS ARE IN mm UNLESS OTHERWISE STATED.
3. DURING THE PROGRESS OF THE WORKS ALL OPEN ENDS OF PIPES, CONDUITS, DUCTS, ETC. SHALL BE SUITABLY CAPPED TO PREVENT THE INGRESS OF FOREIGN MATTER.
4. THE CONTRACTOR SHALL SUBMIT DETAILED SHOP DRAWINGS OF ALL EQUIPMENT AND WORK FOR THE INSTALLATION TO THE SATISFACTION OF THE ARCHITECT/ENGINEER. ALL SHOP DRAWINGS MUST BE DETAILED, DIMENSIONED, SHOWING CONSTRUCTION, SIZE, WEIGHT, ARRANGEMENT, OPERATION CLEARANCE, PERFORMANCE CHARACTERISTIC, ETC...
5. 1.0m GROUND COVER BETWEEN THE TOP OF THE WATER PIPE AND THE GROUND SURFACE SHOULD BE PROVIDED FOR THE UNDERGROUND WATER PIPE.
6. THE CONTRACTOR SHALL ARRANGE FOR ALL SUBMISSIONS AND ALLOW FOR ALL COSTS RELATING TO STATUTORY INSPECTIONS AND CERTIFICATIONS, AS APPROPRIATE AND AS NECESSARY.
7. THE CONTRACTOR SHALL BE RESPONSIBLE TO SUBMIT ALL SUBMISSIONS TO WSD AND OBTAIN ALL APPROVAL / PERMITS FROM WSD BEFORE THE COMMENCEMENT OF THE WORKS.
8. THE COMPLETE WORKS INSTALLATION SHALL COMPLY WITH MANUAL OF MAINLAYING PRACTICE, CURRENT EDITION, ISSUED BY WSD AND RELEVANT REQUIREMENTS.
9. THE CONTRACTOR SHALL ARRANGE ALL SUBMISSIONS, WORKS PERMITS TO THE STATUTORY AUTHORITIES, INSPECTIONS BY THE STATUTORY AUTHORITIES INCLUDING ALL NECESSARY SUBMISSION FEES AND ASSOCIATED WORKS AND APPLICATIONS.
10. THE CONTRACTOR SHALL ALLOW THE COST TO DISMANTLE AND TERMINATE EXISTING SWAN TYPE STREET FIRE HYDRANT WITH ALL NECESSARY WORKS.

MATERIAL SCHEDULE FOR PLUMBING SERVICES

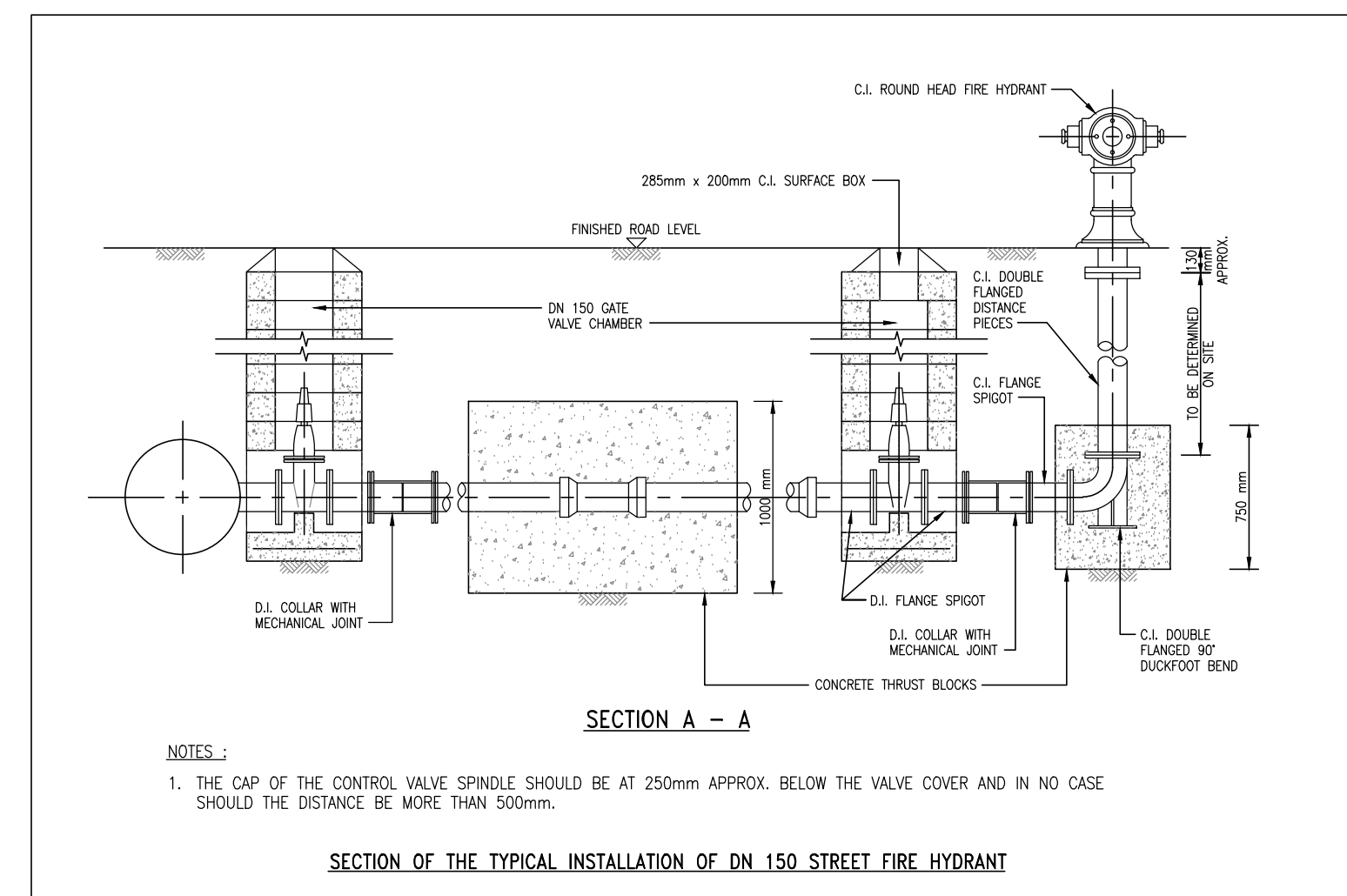
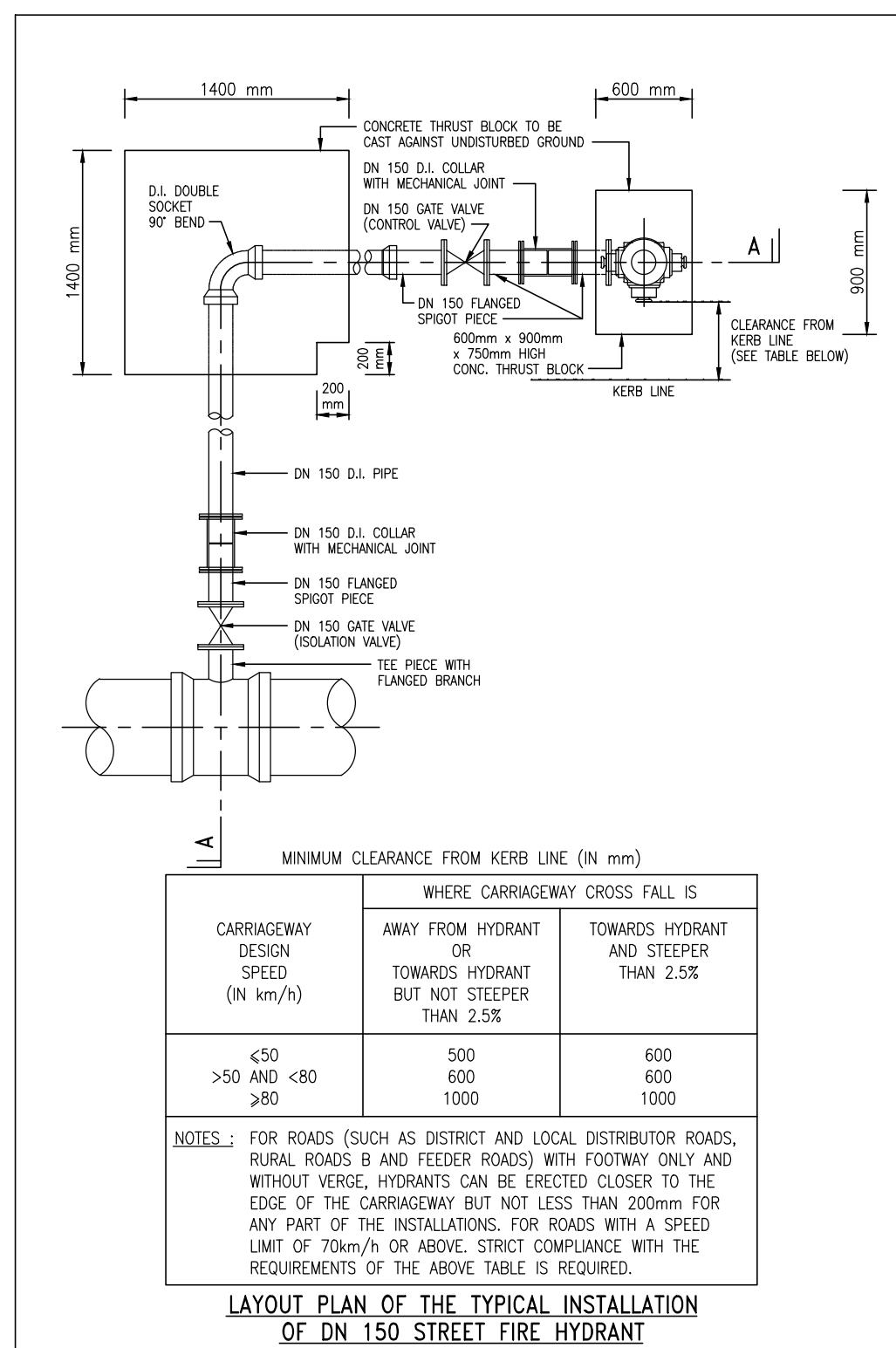
SYSTEM	DESCRIPTION	SIZE (mm)	MATERIAL
STREET FIRE HYDRANT WATER SUPPLY	SUPPLY AND DISTRIBUTION PIPES (UNDERGROUND)	150	DUCTILE IRON PIPE & FITTING TO BS EN 545 WITH INTERNAL CEMENT LINING

LEGEND

	STREET FIRE HYDRANT WATER PIPE
	GATE VALVE
	VALVE PIT
	STREET FIRE HYDRANT OUTLET

ABBREVIATION

D.I.	DUCTILE IRON
DN	NOMINAL DIAMETER
SFHP	STREET FIRE HYDRANT WATER PIPE



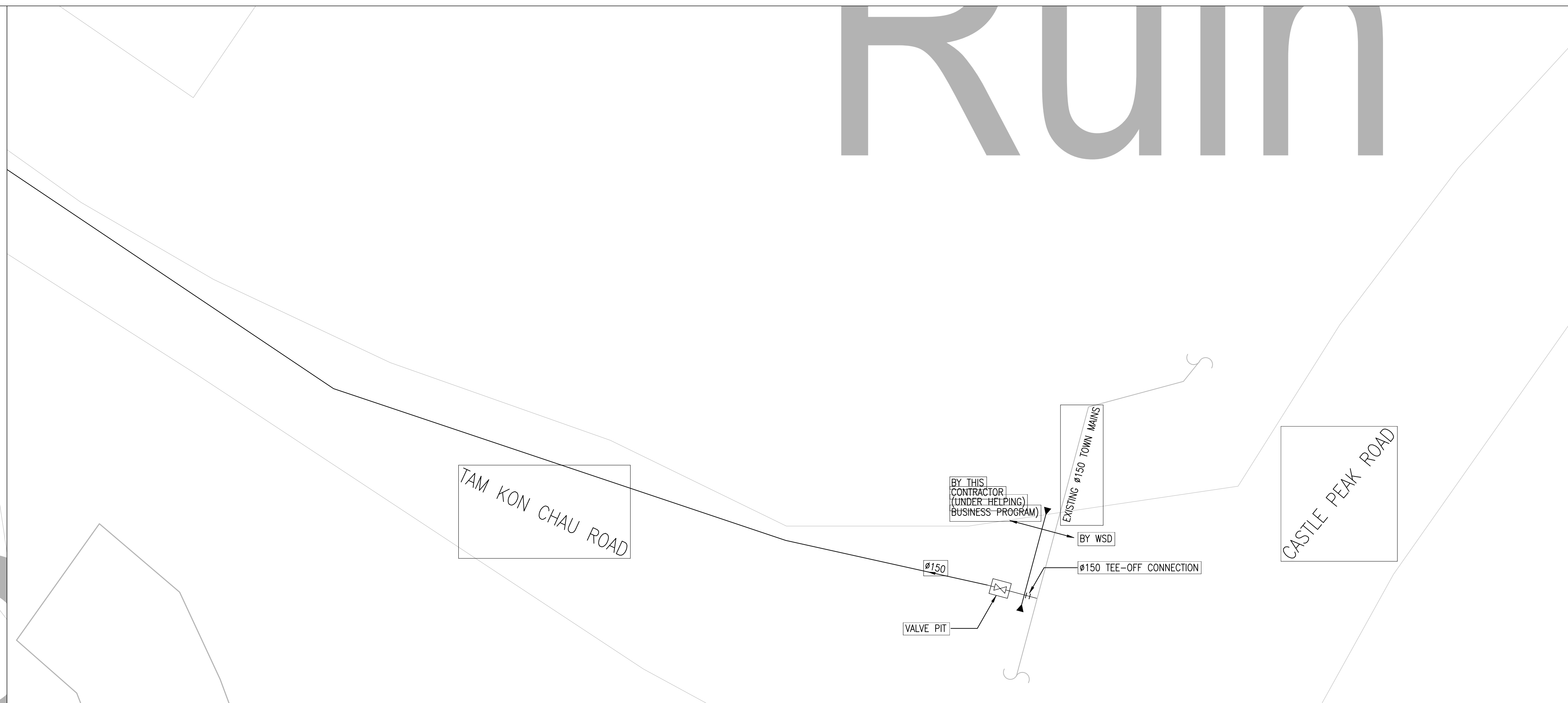
B.D. Ref:

Ref:

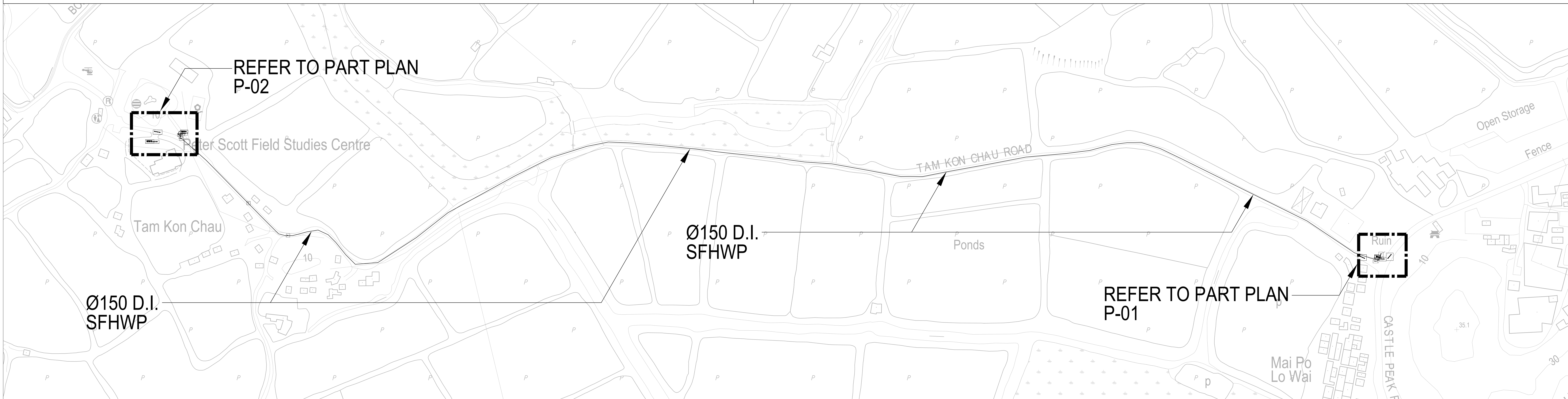
Notes & Legend



PART PLAN P-02 (SCALE 1:100@A0)



PART PLAN P-01 (SCALE 1:100@A0)



MASTER LAYOUT (SCALE: 1:1500 @A0)

0	MAY 2019	JW	FL
REV.	DATE	CHECKED BY	APPROVED BY

Project

**CONTRACT WORKS FOR
UNDERGROUND STREET FIRE
HYDRANT INSTALLATION FOR
PSFSC FOR UPGRADING MAI
PO NATURE RESERVE
INFRASTRUCTURE AT MAI PO,
SAN TIN, YUEN LONG, NEW
TERRITORIES FOR WORLD WIDE
FUND FOR NATURE HONG
KONG**

Drawing Title
















STREET FIRE HYDRANT INSTALLATION

GENERAL NOTES, LEGENDS,
ABBREVIATIONS, INSTALLATION
DETAILS AND LAYOUT PLAN

Drawing No.

253876-DW-SFH-001

Project Ref: 253876
 Scale: AS SHOWN
 File Name:

	World Mission Fund for Nature Hong Kong	
	St. Andrew's Church 100 Queen's Road North, Hong Kong	2826 0511 2826 0512
	Faithful and Gould	
	12th Floor, 100 Queen's Road North, The New York	2862 1118 2862 1119
	Thomas Chong Architects Limited	
	201, 203, 205, 207, 209, 211, 213, 215, 217, 219, 221, 223, 225, 227, 229, 231, 233, 235, 237, 239, 241, 243, 245, 247, 249, 251, 253, 255, 257, 259, 261, 263, 265, 267, 269, 271, 273, 275, 277, 279, 281, 283, 285, 287, 289, 291, 293, 295, 297, 299, 301, 303, 305, 307, 309, 311, 313, 315, 317, 319, 321, 323, 325, 327, 329, 331, 333, 335, 337, 339, 341, 343, 345, 347, 349, 351, 353, 355, 357, 359, 361, 363, 365, 367, 369, 371, 373, 375, 377, 379, 381, 383, 385, 387, 389, 391, 393, 395, 397, 399, 401, 403, 405, 407, 409, 411, 413, 415, 417, 419, 421, 423, 425, 427, 429, 431, 433, 435, 437, 439, 441, 443, 445, 447, 449, 451, 453, 455, 457, 459, 461, 463, 465, 467, 469, 471, 473, 475, 477, 479, 481, 483, 485, 487, 489, 491, 493, 495, 497, 499, 501, 503, 505, 507, 509, 511, 513, 515, 517, 519, 521, 523, 525, 527, 529, 531, 533, 535, 537, 539, 541, 543, 545, 547, 549, 551, 553, 555, 557, 559, 561, 563, 565, 567, 569, 571, 573, 575, 577, 579, 581, 583, 585, 587, 589, 591, 593, 595, 597, 599, 601, 603, 605, 607, 609, 611, 613, 615, 617, 619, 621, 623, 625, 627, 629, 631, 633, 635, 637, 639, 641, 643, 645, 647, 649, 651, 653, 655, 657, 659, 661, 663, 665, 667, 669, 671, 673, 675, 677, 679, 681, 683, 685, 687, 689, 691, 693, 695, 697, 699, 701, 703, 705, 707, 709, 711, 713, 715, 717, 719, 721, 723, 725, 727, 729, 731, 733, 735, 737, 739, 741, 743, 745, 747, 749, 751, 753, 755, 757, 759, 761, 763, 765, 767, 769, 771, 773, 775, 777, 779, 781, 783, 785, 787, 789, 791, 793, 795, 797, 799, 801, 803, 805, 807, 809, 811, 813, 815, 817, 819, 821, 823, 825, 827, 829, 831, 833, 835, 837, 839, 841, 843, 845, 847, 849, 851, 853, 855, 857, 859, 861, 863, 865, 867, 869, 871, 873, 875, 877, 879, 881, 883, 885, 887, 889, 891, 893, 895, 897, 899, 901, 903, 905, 907, 909, 911, 913, 915, 917, 919, 921, 923, 925, 927, 929, 931, 933, 935, 937, 939, 941, 943, 945, 947, 949, 951, 953, 955, 957, 959, 961, 963, 965, 967, 969, 971, 973, 975, 977, 979, 981, 983, 985, 987, 989, 991, 993, 995, 997, 999	2826 0511 2826 0512
	AECOM	
	AECOM Asia Company Limited	
	100 Queen's Road North, 12th Floor, The New York	2862 1118 2862 1119
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Signature for Submission/Construction