

THE HONG KONG INSTITUTE OF SURVEYORS –  
PQSL EVENT ON 7 NOVEMBER 2016 –  
INTRODUCTION TO  
THE STANDARD FORM OF CONTRACT FOR  
MAINTENANCE AND RENOVATION WORKS FOR  
USE IN HONG KONG,  
FIRST EDITION 2013

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## PREVAILING SITUATION

- **Market**
- Hong Kong



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## PREVAILING SITUATION (Cont'd)

- **Market (Cont'd)**
  - Many **high rise** residential buildings
  - More than 20 or 30 years **old**
  - Under **multiple ownerships**



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## PREVAILING SITUATION (Cont'd)

- **Market (Cont'd)**
  - Now requiring **major** repair and maintenance works
    1. repair of spalling concrete
    2. re-surfacing of external facades
    3. replacement of plumbing and drainage systems
    4. refurbishment of lobbies and staircases
  - **Huge** market

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## PREVAILING SITUATION (Cont'd)

- **Contract Conditions**
  - Standard Form of Building Contract ("SFBC") for new construction generally used
  - Adapted for repair and maintenance works for the private sector
  - Various kinds of special contract conditions introduced

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## PREVAILING SITUATION (Cont'd)

- **Contract Conditions (Cont'd)**
  - Some poorly drafted causing argument over interpretation
  - Some of them very harsh
  - Some harsh terms are for the building professional's convenience
  - Some are driven by building owners who are mostly laymen pressing for commercial terms unusual to the construction industry

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## PREVAILING SITUATION (Cont'd)

- **Preliminaries**

- Usually **adapted** from those used for **new construction**
- However, becoming too **extensive**
- **Added** on top of those used for new construction
- **Accumulated** from project after project
- To play safe, **irrelevant** clauses are not readily deleted
- Making the documents rather **complicated** and **cumbersome**

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## PREVAILING SITUATION (Cont'd)

- **Preliminaries (Cont'd)**

- Some of them **repetitive** but **inconsistent** amongst themselves and with the Form of Contract
- **Overall tender and contract documents not easily understood**
  - by building owners
  - not even by the junior building professionals managing the contracts

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## INTENDED PURPOSES

- **Project types**
  - Tailor-made for major maintenance and renovation works
  - Residential buildings or otherwise
- **No nominated sub-contracts (which is the usual case)**

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## INTENDED PURPOSES (Cont'd)

- **Also useful for fitting out works without nominated sub-contracts**
- **Managed by building professionals**
  - can be architects, engineers or surveyors
  - instead of traditionally “the Architect”

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## INTENDED PURPOSES (Cont'd)

- **Provisions**
  - Comparatively **simple** to read
  - Simple yet **comprehensive** enough to cover all the basics
  - **Reduce** the need for **special contract conditions**
  - **Reduce** cumbersome **preliminaries clauses**

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## INTENDED PURPOSES (Cont'd)

- **Provisions (Cont'd)**
  - More **structured** for inserting and supplementing with project specific information
  - Contain **good** and **equitable** practice
  - Standard provisions will offer **better persuasion** to building owners to use more equitable terms

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## INTENDED PURPOSES (Cont'd)

- **Building owners**
  - can **understand** their contractual rights and obligations more easily
- **Building professionals**
  - **tasks** to draft special contract conditions and preliminaries reduced
  - **volume** of paper reduced
  - **easier** to administer the contracts

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## INTENDED PURPOSES (Cont'd)

- **Contractors**
  - **less exposed** to ambiguous harsh terms
  - able to **offer better** prices and end products

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## COVER



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## CONTENTS

- Contract Agreement (\*)
- Particulars of Agreement
- Contract Conditions (\*)
- Appendix A – Surety Bond (Pro-forma)
- (\*) No entry of information required

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## CONTENTS (Cont'd)

- **Contract Agreement**

- 4 Recitals (\*)
- 4 Articles (\*)
  - Object of this Contract
  - Contract Price
  - Contract Periods
  - Contract Documents
- Signing section - Options to sign as a deed or as a simple contract

(\*) No entry of information required

## CONTRACT AGREEMENT

### **This Agreement**

read in conjunction with the Particulars of Agreement hereto is made on the Contract Signing Date between the Employer of the one part and the Contractor of the other part.

### **Whereas:**

- Recital 1: The Employer wishes to have the Works carried out at the Site.
- Recital 2: The Employer has provided the Contractor with the Tender Documents showing and describing the whole of the Works to be done.
- Recital 3: The Contractor has submitted a tender ("the Tender") based on the Tender Documents (as may be modified by any tender addenda issued by the Employer to the Contractor prior to the submission of the Tender).
- Recital 4: To the extent that the Employer and the Contractor ("the Contract Parties") have further clarified or adjusted the requirements of the Tender Documents and the proposals in the Tender, such clarifications or adjustments have been exchanged in writing after the submission of and before the acceptance of the Tender and accepted by the Contract Parties to form part of this Contract ("Tender Correspondence").

## CONTRACT AGREEMENT (Cont'd)

### Now

the Contract Parties hereby agree as follows:

#### Article 1: Object of this Contract

The Contractor will carry out and complete the Works shown or described in the Contract Documents defined in Article 4.1 hereof for the consideration hereinafter provided.

#### Article 2: Contract Price

The Employer will pay to the Contractor the Contract Price stated at Item 17 of the Particulars of Agreement, or such other sum as shall become payable at the times and in the manner stated in this Contract.

#### Article 3: Contract Periods

The Contractor will complete the Works Sections within the respective Contract Period or Periods or such extended period or periods as may be authorized under this Contract.

#### Article 4: Contract Documents

4.1 The documents constituting this Contract ("the Contract Documents") consist of the following:

- (a) this Contract Agreement (including the Particulars of Agreement);
- (b) the Tender Correspondence;
- (c) the Contract Conditions and Appendix A both annexed hereto as may be modified by the Special Contract Conditions included in the Tender Documents; and
- (d) the Tender Documents as completed by the Contractor when submitting the Tender.

## CONTRACT AGREEMENT (Cont'd)

4.2 Three sets of the Contract Documents are signed. One set contains the original and the two other sets are duplicates. The original is to be kept by the Contract Administrator and the duplicates are to be kept each by the Employer and the Contractor.

4.3 This Contract shall be deemed to have taken effect from the Contract Award Date.

**\*SIGNED SEALED AND DELIVERED** as a deed/**SIGNED** by the Employer

The Employer \_\_\_\_\_

Company seal/chop (if company) \_\_\_\_\_

Signature of legal or authorized representative \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Signature of witness \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

## CONTRACT AGREEMENT (Cont'd)

**\*SIGNED SEALED AND DELIVERED** as a deed/**SIGNED** by the Contractor

The Contractor \_\_\_\_\_

Company seal/chop (if company) \_\_\_\_\_

Signature of legal or authorized representative \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Signature of witness \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

\*delete as appropriate

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## DOCUMENTARY FLOW ENVISAGED

### Tender Documents

→ Tender Addenda (\*) (#)

→ Tender

→ Tender Correspondence (including  
Letter of Award) (\*)

→ Contract Documents (after adding in  
the Standard Form of Contract)

(\*) Not mentioned in the pre-2005/2006 SFBC

(#) Not mentioned in SFBC 2005/2006

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## DOCUMENTARY FLOW ENVISAGED (Cont'd)

### Tender Documents:

- Conditions of Tendering
- Form of Tender
- Special Contract Conditions (\*)
- Specification
- Schedule of Works
- Drawings

(\*) Not mentioned in the pre-2005/2006 SFBC

## PARTICULARS OF AGREEMENT

Particulars of Agreement		
Item	Entities or Defined Terms	Particulars or Definitions
	<b>Contract</b>	
1	Contract Signing Date	
2	Contract Award Date (being the date of the letter issued by or on behalf of the Employer awarding this Contract to the Contractor)	
3	Project Title	
4	Project Address	
5	Contract Title	
6	Works (brief description)	
7	Locations of Site (same as the Project Address if not stated)	
	<b>Contract Parties</b>	The Employer and the Contractor
8	Name of the Employer	
9	Registered Address of the Employer	
10	Name of the Contractor	
11	Registered Address of the Contractor	

## PARTICULARS OF AGREEMENT (Cont'd)

- Being a part of the Contract Agreement
- In the table form
- Partially completed set to be included in the Tender Documents for tendering
- Fully completed and updated set to be used for signing the Contract
- No more Appendix to the Conditions of Contract
- 32 Items of project specific particulars to be inserted

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## PARTICULARS OF AGREEMENT (Cont'd)

Particulars of Agreement		
Item	Entities or Defined Terms	Particulars or Definitions
<b>Contract</b>		
1	Contract Signing Date	
2	Contract Award Date (being the date of the letter issued by or on behalf of the Employer awarding this Contract to the Contractor)	
3	Project Title	
4	Project Address	
5	Contract Title	
6	Works (brief description)	
7	Locations of Site (same as the Project Address if not stated)	
<b>Contract Parties</b>		
8	Name of the Employer	The Employer and the Contractor
9	Registered Address of the Employer	
10	Name of the Contractor	
11	Registered Address of the Contractor	
<b>Consultants</b>		
12	Name of the Contract Administrator (role taken up by the Employer if not stated)	
13	Registered Address of the Contract Administrator	
14	Name of the Quantity Surveyor (role taken up by the Contract Administrator if not stated)	
15	Registered Address of the Quantity Surveyor	

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## PARTICULARS OF AGREEMENT (Cont'd)

Contract Type and Price					
16	Contract Type (delete 'Yes' where inapplicable)	Lump Sum Contract	Yes	Clause 6.6.2 applies to this Contract	Yes
		Remeasurement Contract	Yes		
		Rates Only Contract	Yes		
17	Contract Price (for Lump Sum Contract or Remeasurement Contract only, leave it blank for Rates Only Contract, Contract Price for Rates Only Contract to be determined from time to time according to the Contract Conditions)	(HK\$ )			
Time					
18	Date for Access to the Site	Portions of the Site	Date		

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## PARTICULARS OF AGREEMENT (Cont'd)

19	Names of Works Sections	Phase / Section / Stage	Description		
20	Contract Periods	Works Sections	Commencement Date (or a mechanism to determine the Commencement Date)	Completion Date (or a mechanism to determine the Completion Date)	Durations in calendar days

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## PARTICULARS OF AGREEMENT (Cont'd)

21	Rate of Liquidated Damages for Delayed Completion (If none or "N/A" stated, general damages apply)	Works Sections	Rate HK\$/calendar day
22	Defects Liability Period	Works Sections	Durations in calendar months after Completion Date of each Works Section
<b>Documents</b>			
23	Tender Documents comprising	(delete "Yes" if not applicable)	
	(a) Conditions of Tendering	Attached hereto	Yes
		Bound separately and signed	Yes
		Not provided	Yes
	(b) Form of Tender	Attached hereto	Yes
		Bound separately and signed	Yes
		Not provided	Yes

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## PARTICULARS OF AGREEMENT (Cont'd)

(c)	Special Contract Conditions	Attached hereto	Yes
		Bound separately and signed	Yes
		Not provided	Yes
(d)	Specification	Attached hereto	Yes
		Bound separately and signed	Yes
		Not provided	Yes
(e)	Schedule of Works	Attached hereto	Yes
		Bound separately and signed	Yes
		Not provided	Yes
(f)	Schedule of Drawings	Attached hereto	Yes
		Bound separately and signed	Yes
		Not provided	Yes
(g)	Tender Drawings	Attached hereto	Yes
		Bound separately and signed	Yes
		Not provided	Yes
(h)	Other documents (eg. tender addenda)		

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## PARTICULARS OF AGREEMENT (Cont'd)

24	Tender Correspondence (being documents submitted by the Contractor with the Tender in addition to the Tender Documents and further written exchanges referred to in Recital 4, and accepted by the Contract Parties to form part of this Contract)	Date	Ref.	Media type	From	To	With Attachments			
							Yes	No		
							Yes	No		
							Yes	No		
							Yes	No		
							Yes	No		
							Yes	No		
							Yes	No		
							Yes	No		
							Yes	No		
							Yes	No		
							Yes	No		
							Yes	No		
							Yes	No		
							Yes	No		
							Yes	No		
							Yes	No		
							Yes	No		
							Yes	No		
							Yes	No		
							Yes	No		
							Yes	No		
							Yes	No		
							Yes	No		
							Yes	No		
				Abbreviations:						

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## PARTICULARS OF AGREEMENT (Cont'd)

<b>Payment terms</b>	
25	Amount of advance payment
26	Method of recovery of advance payment
27	Retention Percentage
28	Maximum Retention
29	Period for Honouring Payment
<b>Insurances and bond</b>	
30	Contractors' All Risks and Third Party Liability Insurance
(a)	Party responsible for taking out the insurance (delete as appropriate)
(b)	Percentage of professional fees in case of reinstatement
(c)	Amount for the removal of debris
(d)	Percentage for escalation clause
(e)	Material Damage Insurance excess in respect of each and every occurrence of loss or damage
(i)	Generally
(ii)	Loss of or damage to scaffolding, shuttering, formwork, timbering, screens, fencing and hoardings
(iii)	Loss of or damage to the Insured Property caused by water

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## PARTICULARS OF AGREEMENT (Cont'd)

(f)	Limit of indemnity for third party liability	
(i)	Generally	\$ _____ maximum for any one occurrence but unlimited in the aggregate amount for the period of insurance
(ii)	Loss or damage arising from subsidence, collapse, vibration, or the weakening or removal of support to any property, land or building	\$ _____ maximum for any one occurrence and any one period of insurance
(iii)	Loss or damage to Principals' properties which are not covered by the Materials Damage section of the insurance	\$ _____ maximum for any one occurrence and any one period of insurance
(g)	Third party liability insurance excess in respect of each and every occurrence of loss or damage	
(i)	Generally	\$ _____
(ii)	Loss or damage arising from subsidence, collapse, vibration, or the weakening or removal of support to any property, land or building	_____ % of loss or damage

## PARTICULARS OF AGREEMENT (Cont'd)

	(iii) Loss or damage to Principals' properties which are not covered by the Materials Damage section of the insurance	_____ % of loss or damage
	(iv) Loss of or damage caused by water	_____ % of loss or damage
	(v) Loss of or damage to existing underground services	_____ % of loss or damage
	(vi) Loss of or damage to oil filled cable, fibre-optic cable or telephone cable of 4,000 pairs or more	_____ % of loss or damage
31	Amount of surety bond (consideration should be given to the amount of advance payment when fixing the amount of surety bond)	
	<b>Other terms and conditions</b>	
32		

## PARTICULARS OF AGREEMENT (Cont'd)

- **Contract**
  - Contract Signing and Award Dates
  - Project Title and Address
  - Contract Title
  - Works (brief description)
  - Locations of Site
    - (may be specific locations at the Project Address)

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## PARTICULARS OF AGREEMENT (Cont'd)

- **Contract Parties**
  - Employer – name and address
  - Contractor – name and address
- **Consultants**
  - Contract Administrator – name and address
  - Quantity Surveyor – name and address

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## PARTICULARS OF AGREEMENT (Cont'd)

- **Contract Type and Price (to select one)**
  - Lump Sum Contract
  - Remeasurement Contract
  - Rates Only Contract

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## PARTICULARS OF AGREEMENT (Cont'd)

- **Time (see PHASING below)**
  - Site Access Dates
  - Works Sections
  - Contract Periods
  - Rate of Liquidated Damages for Delayed Completion
  - Defects Liability Period

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## PARTICULARS OF AGREEMENT (Cont'd)

- **Documents**
  - Tender Documents
  - Tender Correspondence
- **Payment Terms**
  - Amount of advance payment
  - Method of recovery of advance payment
  - Retention Percentage
  - Maximum Retention
  - Period for Honouring Payment

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## PARTICULARS OF AGREEMENT (Cont'd)

- **Insurances and Bond**
  - Contractors' All Risks and Third Party Liability Insurance
  - Amount of Surety Bond
    - (No particulars needed for Employees' Compensation Insurance here – to be taken out by the Contractor by default in accordance with statutory requirements)
  - Other Terms and Conditions (for entry of non-standard terms)

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## SIMPLIFICATION

- **Terms simplified**
  - **Contract Agreement** = Articles of Agreement
  - **Contract Conditions** = Conditions of Contract
  - **Special Contract Conditions** = Special Conditions of Contract
  - **Materials** = materials, goods, equipment or machinery for incorporation into the Works
  - **Plant** = construction plant, equipment or machinery used for carrying out the Works

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## SIMPLIFICATION (Cont'd)

- **Completely re-written**
  - Instead of trimming down SFBC 2005/2006
  - Making them as simple as possible but **keeping the principle** of SFBC 2005/2006
  - **48** pages vs **98** pages for SFBC 2005/2006
  - In particular, clauses on **insurances** very much **simplified**

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## SIMPLIFICATION (Cont'd)

- **Nominated Sub-Contracts and Nominated Supply Contracts**
  - No clauses
  - Not usually required for maintenance and renovation works

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## PHASING

- **pre-2005/2006 SFBC**
  - No phased possession of the Site
  - No phased completion of the Works
  - Only an optional clause for ad-hoc Sectional Completion
- **SFBC 2005/2006**
  - Phasing clauses included
  - Using such expressions as
    - “the whole or parts of the Site”
    - “the Works or a Section”

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## PHASING (Cont'd)

- **This Standard Form**
  - Assumes phasing by default
  - Uses simplified expressions
  - “Portion of the Site”
    - freely defined as Portion / Area / Zone A or 1, etc., or
    - “the whole” if no phasing

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## PHASING (Cont'd)

- **This Standard Form (Cont'd)**
  - “Works Section”
    - freely defined as Phase / Section / Stage A or 1, etc., or
    - “the whole” if no phasing
  - Each to have its own
    - *Substantial Completion Certificate*
    - *Defects Rectification Certificate*

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## PHASING (Cont'd)

- **Entries in the Particulars of Agreement:**

- Date for Access to the Site
- Names of Works Sections
- Contract Periods
- Commencement Dates
- Completion Dates
- Rates of Liquidated Damages per calendar day for Delayed Completion
  - If none or "N/A" stated, general damages apply
- Defects Liability Period

Exact dates, or  
a mechanism to  
determine such dates

Durations in calendar  
days

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## MORE ENCOMPASSING TERMS

- **"Contract Administrator"**
  - Instead of "Architect"
  - Can be an architect, engineer or surveyor
- **"Schedule of Works"**
  - Instead of Bills of Quantities / Schedule of Rates / Schedules of Quantities and Rates / Summary of Tender
  - Can be with quantities / without quantities

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## MORE ENCOMPASSING TERMS (Cont'd)

- “Schedule of Works” (Cont'd)
  - Can define
    - the scope and quality of the work items
    - the Works as a whole
  - Better than “Schedule of Rates” whose descriptions are to define the coverage of the rates only
  - Can reduce the need to write detailed scope of the Works in the Specification

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## MORE STRUCTURED

- Contract Conditions  
Structured into 12 sections
  1. Interpretations
  2. Site
  3. Works
  4. Time
  5. Contract Basis
  6. Prices
  7. Quality
  8. Contractor's Documents
  9. General Obligations
  10. Insurances and Bond
  11. Determination
  12. Dispute Resolution

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### MORE STRUCTURED (Cont'd)

- Easier and more logical to read
- Easier for preliminaries clauses to be arranged in similar fashion to supplement with project specific details

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### MORE STRUCTURED (Cont'd)

- **Comprehensive checklists**
- Given for
  - computation of the net **interim amount payable**
  - computation of the **final Contract Price**
- Eliminate the task of searching for relevant clauses
- Facilitate easier administration

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## MORE STRUCTURED (Cont'd)

- 6.15.4 The net amount payable to the Contractor under each Payment Certificate shall be computed by calculating the gross valuation at sub-clause (a) below and then making the deductions or additions at sub-clauses (b) to (g) below:
- (a) the gross valuation of the Works, being the total value of materials delivered to site and work partly or fully completed up to the date of the Contractor's payment application, excluding those materials supplied by the Employer and those materials or work which are not in accordance with this Contract, but taking into account the effect of the items stated in Clause 6.16.1 (a) to (i);
  - (b) deduction for retention fund as Clause 6.15.5;
  - (c) addition for the amount of any advance payment stated in the Contract Agreement, but only after the provision by the Contractor of a surety bond in a form acceptable to the Contract Administrator of a value not less than the amount of the advance payment;
  - (d) deduction for the amount of any advance payment which the Employer is entitled to recover in the manner stated in the Contract Agreement;
  - (e) deduction for cash security or addition for release of cash security as Clauses 10.10.2 and 10.10.3;
  - (f) deduction for any other sums including liquidated damages due from the Contractor to the Employer under this Contract or otherwise; and
  - (g) deduction for the total amount previously paid to the Contractor.

## MORE STRUCTURED (Cont'd)

- 6.16 Final Account
- 6.16.1 A Final Account is a statement of the computation of the final Contract Price payable to the Contractor taking into account the following:
- (a) measurement and valuation of final quantities in the case of a Rate Only Contract as Clause 6.3;
  - (b) adjustment of provisional quantities in the case of a Lump Sum Contract or Remeasurement Contract as Clause 6.8;
  - (c) adjustment of provisional sums as Clause 6.10;
  - (d) adjustment of prime cost rates as Clause 6.11;
  - (e) adjustment for Variations as Clause 6.12;
  - (f) addition for the value of any direct loss and expense as Clause 4.10;
  - (g) deduction for failure to rectify defects as Clauses 7.6.3 and 7.6.4;
  - (h) adjustment due to failure to pay statutory fees, charges or taxes as Clause 9.1.2;
  - (i) deduction for the Contractor's failure to insure or addition for the Employer's failure to insure as Clause 10.6;
  - (j) deduction for liquidated damages as Clause 4.9 if the Employer so instructs; and
  - (k) other additions to or deductions from the Contract Price required by this Contract.

## MORE STRUCTURED (Cont'd)

- **Excusable Events and Compensable Events**
  - Terms respectively for events eligible for **extension of time** and **monetary compensation**
  - Instead of “listed events” and “qualifying events” in SFBC 2005/2006
  - Facilitate easier understanding
  - Presented in a tabular format for easier reading

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## MORE STRUCTURED (Cont'd)

Event Code	Delays or disruptions by reason of	Excusable Events	Compensable Events
A	Force majeure	Yes	No
B	Inclement weather conditions .... and/or their consequences ....	Yes	No
	....		
G	Late provision by the Contract Administrator of instructions or information (including clarification of any ambiguity, discrepancy in or divergence ....., and including outstanding or new information) required for the progressing of the Works ....	Yes	Yes
	....		
U	An act of prevention, a breach of contract or other default by the Employer or any person for whom the Employer is responsible	Yes	Yes

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## UPDATING

- To keep in line with modern day legal development since the pre-2005/2006 SFBC
- New features used in SFBC 2005/2006 adopted with appropriate adaptation
- New definition of "Excepted Risks" adopted with adjustment

## UPDATING

### 1.11 Excepted Risks

"Excepted Risks" means:

- any consequence of war (whether war be declared or not) in which Hong Kong is actively engaged, the invasion of Hong Kong, acts of terrorists in Hong Kong, civil war, rebellion, revolution or military or usurped power in Hong Kong, riot, commotion or disorder in Hong Kong other than amongst the employees of the Contractor or any person for whom the Contractor is responsible;
- any direct consequence of the faulty design provided by the Contract Administrator or other designers engaged by the Employer or the Contract Administrator;
- ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; and
- pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

## UPDATING (Cont'd)

### • Expanded definitions of “Excusable Events” and “Compensable Events”

#### 1.12 Excusable and Compensable Events

1.12.1 “Excusable Events” are events the occurrence of which are at the risk of the Employer in so far as the time to complete the Works is concerned. “Compensable Events” are events the occurrence of which are at the risks of the Employer in so far as the price of the Works is concerned. “Excusable Events” and “Compensable Events” are respectively defined as follows:

Event Code	Delays or disruptions by reason of	Excusable Events	Compensable Events
A	Force majeure	Yes	No
B	Inclement weather conditions, being rainfall in excess of twenty millimetres in a twenty-four hour period (midnight to midnight) as recorded by the Hong Kong Observatory station nearest to the Site, and/or their consequences adversely affecting the progress of the Works	Yes	No
C	The hoisting of tropical cyclone warning signal No. 8 or above or the announcement of a Black Rainstorm Warning, and/or its consequences adversely affecting the progress of the Works	Yes	No

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## UPDATING (Cont'd)

D	An Excepted Risk	Yes	Yes
E	Fire, lightning, explosion, flood, bursting or overflowing of water tanks, apparatus or pipes, earthquake, aircraft and other aerial devices or articles dropped from them, not caused by the Contractor or any person for whom the Contractor is responsible	Yes	No
F	Late provision of Contract Administrator's instructions expressly required by this Contract to be provided by a specific time or before implementation of the matter being affected	Yes	Yes
G	Late provision by the Contract Administrator of instructions or information (including clarification of any ambiguity, discrepancy in or divergence between documents provided by the Employer or the Contract Administrator, and including outstanding or new information) required for the progressing of the Works, after taking into account any mitigating effect which could have been afforded if the Contractor had requested for such instructions or information reasonably in advance of the occurrence of the delays or disruptions	Yes	Yes
H	The opening up for inspection of work covered up or the testing of materials or work and the consequential making good which are additional to the Contract requirements and instructed by the Contract Administrator, provided that such materials and work are in accordance with this Contract	Yes	Yes

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## UPDATING (Cont'd)

I	The carrying out of a Variation or the happening of an event deemed to be a Variation	Yes	Yes
J	Increase in the work to be carried out pursuant to provisional items in this Contract of sufficient magnitude that the increase was not apparent from the Contract Documents	Yes	Yes
K	A postponement of the Date for Access to any portion of the Site unless this Contract has provided for such occurrence	Yes	Yes
L	A postponement of the Commencement Date of a Works Section unless this Contract has provided for such occurrence	Yes	Yes
M	A suspension of the provision of the whole or a portion of the Site as instructed by the Contract Administrator beyond any provided for in this Contract and not being due to a breach of contract or other default by the Contractor or any person for whom the Contractor is responsible	Yes	Yes
N	A suspension of the progress of the whole or a part of a Works Section as instructed by the Contract Administrator beyond any provided for in this Contract and not being due to a breach of contract or other default by the Contractor or any person for whom the Contractor is responsible	Yes	Yes
O	A delay or disruption caused by a Separate Contractor	Yes	Yes

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## UPDATING (Cont'd)

P	A delay caused by a statutory undertaker or utility company carrying out work in pursuance of its statutory obligations, not having a contractual relationship with the Employer, the Contractor or any person for whom the Employer or the Contractor is responsible, and failing to commence or to carry out its work in due time provided that the Contractor has taken all practicable measures to cause it to commence, carry out and complete its work on time	Yes	No
Q	A failure of the Employer to supply or supply on time materials that he agreed to provide for the Works	Yes	Yes
R	A delay by a Government department in giving an approval or a consent which is not the Contractor's responsibility to obtain	Yes	Yes
S	An unreasonable delay by a Government department in giving an approval or a consent which is the Contractor's responsibility to obtain, provided that any disallowance of approval or consent attributable to the Contractor's lack of adequate submission shall not be considered as unreasonable	Yes	No
T	A special circumstance considered by the Contract Administrator as sufficient grounds to fairly entitle the Contractor to an extension of time	Yes	No
U	An act of prevention, a breach of contract or other default by the Employer or any person for whom the Employer is responsible	Yes	Yes

1.12.2 The scope of each of the above event definitions is mutually exclusive. Any deletion or scope reduction of an event definition above shall not expand the scope of the remaining unchanged event definitions.

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## UPDATING (Cont'd)

- **Excusable Event occurring in the period of culpable delay after the (extended) Completion Date**
- Dot-on principle adopted for extension of time
- For the net duration of the delay

4.7.2 If the Contract Administrator gives an extension of time to the Contractor because of an Excusable Event that occurs in the period of delay after the Completion Date but before the substantial completion of a Works Section, he shall add this extension of time to the total of any extensions of time previously granted when fixing a new Completion Date, even though the Excusable Event may have occurred later than the date that the Contract Administrator fixes as the new Completion Date.

## UPDATING (Cont'd)

- **Best endeavours to mitigate delays does not require the Contractor to accelerate at extra costs**

### 4.6 Mitigation of delay or disruption

The Contractor shall continuously use his best endeavours to prevent or mitigate delay or disruption to the progress of the Works however caused, and to prevent the completion of the Works from being delayed or further delayed. The use of best endeavours by the Contractor shall not require the Contractor to accelerate the carrying out of the Works to recover delay caused by an Excusable Event. The Contractor shall however do all that may reasonably be required to proceed with the Works expeditiously.



## UPDATING (Cont'd)

- Distinction between “Separate Contractor” and a statutory undertaker or utility company carrying out work not under contract but in pursuance of its statutory obligations

### 1.20 Separate Contractor

“Separate Contractor” means a person appointed by the Employer to carry out work, supply goods or provide services in connection with but not forming part of the Works, but excludes any statutory undertaker or utility company carrying out work in pursuance of its statutory obligations and not having a contractual relationship with the Employer, the Contractor or any person for whom the Employer or the Contractor is responsible.

## UPDATING (Cont'd)

- Expanded definition of “Variations” to include, apart from physical changes, a change to the time or manner for carrying out the Works

### 1.24 Variation

A “Variation” means a change (addition, omission, substitution, alteration, modification, etc.) as instructed by the Contract Administrator to the design, quality or quantity of the Works or to the time or manner for carrying out the Works from that provided for in this Contract, and includes other events deemed by the Contract Conditions to be a Variation.

## UPDATING (Cont'd)

- **Expansion of dispute resolution procedures**
  - Reference to Designated Representatives
  - Reference to Mediation
  - Reference to Arbitration

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## UPDATING (Cont'd)

- **Not up-to-date if one keeps on using the pre-2005/2006 SFBC**
- **To keep in pace, new terms used in SFBC 2005/2006 adopted**
  - “Substantial Completion Certificate” for “Practical Completion Certificate”
  - “Defects Rectification Certificate” for “Certificate of Completion of Making Good Defects”

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## TAILOR-MADE ENHANCEMENTS

- **Interpretations**

- Building Manager – his likely presence recognized
- Counting days - method of counting days clarified, e.g.
  - within 1 day = within 24 hours
  - commencing from date X = date X is day 1
  - commencing after date X = date X + 1 is day 1

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## TAILOR-MADE ENHANCEMENTS (Cont'd)

- **Site**

- **Provision of Site** – access rather than exclusive possession
- Site access – Employer's responsibility to provide restricted to land or premises which are **under his control**

2.2.1 Where access to the Site is through land or premises which are not under the control of the Employer, the Contractor shall procure any necessary right of access.

2.2.2 Where access to the Site is through land or premises which are under the control of the Employer, the Employer shall provide the Contractor with right of access free of charge at such time mutually agreed between the Contract Administrator and the Contractor. For the purposes of this clause, where the Employer is the landlord or the incorporated owners or the Building Manager of the premises in which the Site is situated, any individual units of the premises which are separately owned or rented (such as residential flats, car parking spaces, offices, shops, workshops, stores, and the like) shall be deemed to be under the control of the Employer. In all other cases, the Employer shall not be deemed to be in control of units within the same premises not owned or leased by him.

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## TAILOR-MADE ENHANCEMENTS (Cont'd)

### •Site (Cont'd)

- House rules
  - to comply with the House rules of the Building Manager
  - to pay any deposit temporarily required as security for loss or damage
  - deemed Variation if House rules becoming more stringent after contract award

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## TAILOR-MADE ENHANCEMENTS (Cont'd)

### •Site (Cont'd)

- Site investigation or condition survey reports
  - as usual, given for information only without any warranty as to their accuracy or completeness
  - however, the whole record must be given if given

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## TAILOR-MADE ENHANCEMENTS (Cont'd)

- **Works**

- Catch-all definition added to include
  - permanent work
  - temporary work required for permanent work
  - services
  - materials supplied by the Employer after they are handed over to the Contractor
  - design of any part of the permanent work if so specified
  - service and maintenance after substantial completion
  - provision of warranties and guarantees

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## TAILOR-MADE ENHANCEMENTS (Cont'd)

- **Works (Cont'd)**

3.1.1 The Works include:

- (a) permanent work required to be carried out and completed by the Contractor under this Contract;
- (b) temporary work required for the carrying out and completion of the permanent work;
- (c) services required to be carried out and completed by the Contractor under this Contract;
- (d) materials supplied by the Employer for incorporation by the Contractor into the Works after they are handed over to the Contractor;
- (e) design of any part of the permanent work if this is specified to be part of the Works;
- (f) service and maintenance required to be carried out after substantial completion of the Works; and
- (g) provision of warranties and guarantees.

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## TAILOR-MADE ENHANCEMENTS (Cont'd)

- **Works (Cont'd)**
  - But exclude
    - materials supplied by the Employer before they are handed over to the Contractor
    - non-conforming materials or workmanship or method or work
    - work or services carried out without authority

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## TAILOR-MADE ENHANCEMENTS (Cont'd)

- **Works (Cont'd)**
  - 3.1.2 The Works exclude:
    - (a) materials supplied by the Employer for incorporation by the Contractor into the Works but only until such time when they are handed over to the Contractor;
    - (b) materials or workmanship or method or work which is not in accordance with this Contract; and
    - (c) work or services carried out by the Contractor without authority under this Contract.

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## TAILOR-MADE ENHANCEMENTS (Cont'd)

- **Works (Cont'd)**
  - Design responsibility clarified
  - Employer's responsibility
    - design of permanent work
  - Contractor's responsibility
    - development of "design intent drawings"
    - development of MEP schematic and layout drawings into shop or installation drawings
    - design of temporary work

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## TAILOR-MADE ENHANCEMENTS (Cont'd)

- **Works (Cont'd)**

- 3.2 Design of permanent work

- Unless otherwise stated in this Contract or unless the Contractor has provided the design, and subject to Clause 3.3 below, the design of the permanent work required for the Works shall be the responsibility of the Employer who shall engage the Contract Administrator or other designers to carry out the design work. The Contract Administrator shall be responsible for issuing and explaining the design to the Contractor.

- 3.4 Design of temporary work

- Unless otherwise stated in this Contract, the design of temporary work required for the Works (no matter whether it has been shown on the Contract Drawings or not) shall be the responsibility of the Contractor.

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## TAILOR-MADE ENHANCEMENTS (Cont'd)

- **Works (Cont'd)**
- Contractor's **design** to be approved and be **fit for the intended purpose**

3.5 Contractor's design to be approved

3.5.1 Any design for which the Contractor is responsible under this Contract shall be submitted to the Contract Administrator for comment and approval before implementation.

3.5.2 The Contractor's design shall be fit for the purpose for which it is intended. Approval by the Contract Administrator shall not be taken as acceptance that the work is so fit for the purpose.

## TAILOR-MADE ENHANCEMENTS (Cont'd)

- **Works (Cont'd)**
- **Testing and commissioning** - all mechanically, hydraulically, electrically or electronically operated parts of the Works to be tested and commissioned before substantial completion

3.6 Testing and commissioning

Before they may be certified as substantially completed, all mechanically, hydraulically, electrically or electronically operated parts of the Works and any parts of the Works connected by and including pipes, ducts, conduits, trunking, wiring or cables shall be tested and commissioned in accordance with the requirements of this Contract.



## TAILOR-MADE ENHANCEMENTS (Cont'd)

- **Works (Cont'd)**
  - "Equal and approved", if stated
    - Alternatives permitted
    - Same kind of material
    - Equal in performance and quality
    - No cost addition
    - No cost reduction if not 10% cheaper, otherwise cost saving to be shared

3.7.2 For a material permitted under this Contract to be the subject of a proposal in regard to "equal and approved" or "approved equal" brands or models or a number of choices of brands or models, the Contractor may propose a brand or model of the same kind of material equal in performance and quality to those originally specified or proposed in this Contract for the approval by the Contract Administrator. No cost reduction shall be required if the alternative brand or model is not cheaper than the cheapest of those originally specified or proposed in this Contract by more than 10%, otherwise a share of the cost saving shall be proposed.

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## TAILOR-MADE ENHANCEMENTS (Cont'd)

- **Works (Cont'd)**
  - Contractors' alternative proposals
    - Prior written approval by the Contract Administrator required
    - No cost and time effects unless specifically stated in the written approval
    - Approval not to relieve the Contractor of his responsibilities under this Contract

3.7.1 The Contract Administrator may consider alternative design, materials, workmanship and methods that the Contractor may propose but the Contract Administrator's approval of such alternatives shall be at the Contract Administrator's sole discretion and the Contract Administrator shall not be obliged to consider or approve any alternatives nor shall the Contract Administrator be obliged to provide any reasons for disapproval of such alternatives. No such alternatives shall be adopted without the prior written approval by the Contract Administrator. The approval shall have no effect on the Contract Price or the Completion Date unless the effect is specifically stated in the written approval, in which case, the approval shall be deemed to be a Variation instruction. Under no circumstances shall the approval relieve the Contractor of his responsibilities under this Contract.

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## TAILOR-MADE ENHANCEMENTS (Cont'd)

- **Time**
  - **Extension of time**
    - Early and progressive submission of time and monetary claims encouraged
    - Time frames specified as good practice
    - A more relaxed time bar with longer time specified

## TAILOR-MADE ENHANCEMENTS (Cont'd)

- **Time**
  - 4.5 Notices and claims
    - 4.5.1 As soon as practicable after the commencement of an event causing or likely to cause delay or disruption to the regular progress of the Works or delay to the completion of any Works Section beyond its Completion Date becoming apparent, the Contractor shall give notice to the Contract Administrator of such a delay or disruption.
    - 4.5.2 The notice shall state in full detail (illustrated with diagrammatic programmes as necessary) the event and material circumstances causing or likely to cause the delay or disruption, the estimated extent of the delay or disruption to the progress, the estimated length of the delay to the completion, and whether the Contractor considers that he is or may become entitled to an extension of time due to the event being an Excusable Event listed in Clause 1.12 and to reimbursement for direct loss and/or expense due to the event being a Compensable Event listed in Clause 1.12. If direct loss and/or expense is expected to be incurred, the notice shall give an estimate of the likely amount. If the delay or disruption is of continuing or repetitive nature, the Contractor shall submit updated notices at **monthly** intervals.
    - 4.5.3 The Contractor shall submit his monetary claim for reimbursement for direct loss and/or expense with evidence of the direct loss and/or expense as soon as the direct loss and/or expense are fully known and reasonably calculable.

## TAILOR-MADE ENHANCEMENTS (Cont'd)

- **Time (Cont'd)**
  - **Extension of time** claims not later than the Completion Date of the relevant Works Section or its **extended completion date previously claimed** by the Contractor
  - **Delay and disruption monetary claims** not later than **3 months** after the direct loss and/or expense having been incurred

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## TAILOR-MADE ENHANCEMENTS (Cont'd)

- **Time (Cont'd)**
  - Contractor to bear the consequence of his own
    - non-submission
    - late submission
    - insufficient submission of notices or information

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## TAILOR-MADE ENHANCEMENTS (Cont'd)

- **Time (Cont'd)**
- Contract Administrator and Quantity Surveyor
  - only obliged to act based on information received
  - without an obligation to demand for further information from the Contractor

## TAILOR-MADE ENHANCEMENTS (Cont'd)

- **Time (Cont'd)**

- 4.5.4 In any case, the notice under Clause 4.5.1 and the updated notices under Clause 4.5.2 shall not be submitted later than the Completion Date of the relevant Works Section or its extended completion date previously claimed by the Contractor, and the Contractor's monetary claim under Clause 4.5.3 shall not be submitted later than **3 months** after the direct loss and/or expense having been incurred, progressive submission permitted.
- 4.5.5 It shall be a condition precedent to the Contractor's entitlement to any extension of time or loss and/or expense claim that the Contractor shall have fully complied with the provisions of Clauses 4.5.1 to 4.5.4. If he fails to fully comply with these provisions in respect of any claim, that claim shall be deemed to have been waived by the Contractor.
- 4.5.6 When considering the Contractor's entitlement to the amount of any extension of time or loss and/or expense, the Contract Administrator and the Quantity Surveyor may only take into account the information already submitted by the Contractor without an obligation to demand for further information from the Contractor. For the avoidance of doubt, the Contractor shall bear the consequence of his own non-submission, late submission or insufficient submission of notices or information.

## TAILOR-MADE ENHANCEMENTS (Cont'd)

- **Time (Cont'd)**

- An extension of time is to **compensate the working time lost**
  - working days should be suitably converted to calendar days
- Extension of time granted **not to be reduced**
  - unless it has been based upon incorrect information provided by the Contractor

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## TAILOR-MADE ENHANCEMENTS (Cont'd)

- **Time (Cont'd)**

- **Determining time and cost effects**
  - Contract Administrator and Quantity Surveyor **respectively** to respond within **14 days** after the receipt of an extension of time notice or monetary claim
  - subsequent review permitted in light of further evidence at any time before issuing the Final Certificate

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## TAILOR-MADE ENHANCEMENTS (Cont'd)

### •Time (Cont'd)

#### 4.7 Determining time effect

- 4.7.1 Within **14 days** after receipt of the Contractor's notice of delay or disruption under Clause 4.5 and subject to Clause 4.5.5, the Contract Administrator shall notify the Contractor his opinion on the extent of delay or disruption to progress or delay to completion that the Excusable Event or Compensable Event specified by the Contractor in his notice has caused or is likely to cause to the relevant Works Section. If there is a delay to completion due to an Excusable Event, the Contract Administrator shall give an extension of time to the Contractor by fixing a later Completion Date for the relevant Works Section to compensate the working time lost.
- 4.7.2 If the Contract Administrator gives an extension of time to the Contractor because of an Excusable Event that occurs in the period of delay after the Completion Date but before the substantial completion of a Works Section, he shall add this extension of time to the total of any extensions of time previously granted when fixing a new Completion Date, even though the Excusable Event may have occurred later than the date that the Contract Administrator fixes as the new Completion Date.
- 4.7.3 The Contract Administrator may review his opinion on the time effect under Clause 4.7.1 and adjust any extension of time previously granted in light of further evidence at any time before issuing the Final Certificate, but shall not reduce the extension of time previously granted unless any previous extension has been based upon incorrect information provided by the Contractor.

## TAILOR-MADE ENHANCEMENTS (Cont'd)

### •Time (Cont'd)

#### 4.8 Valuing cost effect

- 4.8.1 Within **14 days** after the receipt of both the Contractor's monetary claim and the opinion of the Contract Administrator on the time effect, the Quantity Surveyor shall assess the value of any direct loss and/or expense compensable to the Contractor for certification by the Contract Administrator. Any such value which may be assessed from time to time shall be added to the Contract Price and included in the next Payment Certificate.
- 4.8.2 The Quantity Surveyor may review his valuation of the time effect under Clause 4.8.1 in light of further evidence at any time before issuing the Final Certificate. Any adjustment so resulted shall be accounted for in the next Payment Certificate.

## TAILOR-MADE ENHANCEMENTS (Cont'd)

### •Time (Cont'd)

- Substantial completion comprises completion of all work, cleaning of site, demobilization, and ready for handover
- Handover after completion
  - 14 days for **handing over** a Works Section after substantial completion
  - 7 days for **demobilizing** from the residual retained areas

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## TAILOR-MADE ENHANCEMENTS (Cont'd)

### •Time (Cont'd)

#### 4.10 Substantial completion

4.10.1 A Works Section shall be considered as substantially completed when the whole of the Works within the Works Section has been completed and the place is clean and tidy with the Contractor's temporary site facilities demobilized to the satisfaction of the Contract Administrator and is ready for handover to the Employer, excluding only work or services specifically required by this Contract to be carried out after substantial completion, and minor work which is not essential for the occupation, use or functioning of the Works Section.

4.10.2 If the Contractor considers that substantial completion of a Works Section is imminent, he shall invite by giving reasonable advance notice to the Contract Administrator to carry out a completion inspection. The Contract Administrator shall carry out the inspection and notify the Contractor whether there is any outstanding work essential to substantial completion. The Contractor shall complete the outstanding work, invite the Contract Administrator to re-inspect as appropriate, demobilize from the Site of the Works Section (subject to Clause 4.10.3), and make the place clean, tidy and ready for handover to the Employer. If the Contract Administrator is satisfied that the state of substantial completion has been achieved, he shall issue a Substantial Completion Certificate to the Contractor to confirm the fact and the date. The Contractor shall hand over the Works Section not later than **14 days** thereafter.

4.10.3 The Contractor may stay after substantial completion at such portion of the Site which has been designated for the Contractor's placement of temporary site facilities and which are not immediately required for the occupation or use by the Employer until **7 days** after the Contract Administrator's instruction to demobilize from such portion of the Site.

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## TAILOR-MADE ENHANCEMENTS (Cont'd)

- **Contract basis**
  - Order of precedence of the Contract Documents clarified, with wider coverage, as:
    1. Contract Agreement
    2. Tender Correspondence
    3. Form of Tender or the Tender
    4. Special Contract Conditions
    5. Schedule of Works
    6. the Preliminaries section of the Contract Specification
    7. Contract Conditions
    8. Contract Drawings
    9. Sections of the Contract Specification other than the Preliminaries section (i.e. Technical Specification)

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## TAILOR-MADE ENHANCEMENTS (Cont'd)

- **Contract basis (Cont'd)**
  - Documents issued later in time to take precedence
  - Particular specification > general specification
  - Detailed drawings > general drawings
  - Specification and drawings specially prepared > standard specification and drawings

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## TAILOR-MADE ENHANCEMENTS (Cont'd)

- **Prices**

- Different types of contract can be selected to offer flexibility

1. Lump Sum Contract
2. Remeasurement Contract
3. Rates Only Contract

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## TAILOR-MADE ENHANCEMENTS (Cont'd)

- **Prices (Cont'd)**

- Measurement and pricing clauses introduced to standardize the common practice
- Arithmetical errors
- Provisional quantities
- Method of measurement
- Provisional sums
- Prime cost rates

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## TAILOR-MADE ENHANCEMENTS (Cont'd)

- **Prices (Cont'd)**

- Valuation rules

- for valuation of

- *Variations*

- *work carried out by the Contractor covered by a provisional sum*

- basically keeping the traditional path of

- *Contract Rates* → *pro-rata rates* → *star rates* → *daywork rates*

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## TAILOR-MADE ENHANCEMENTS (Cont'd)

- **Prices (Cont'd)**

- The terms “pro-rata rates” and “star rates”

- formally used

- valuation methods defined

- Usual payment procedure more explicitly stated

- Contractor’s payment application →  
Quantity Surveyor’s valuation → Contractor  
Administrator’s certification → Contractor’s  
invoice → Employer’s payment

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## TAILOR-MADE ENHANCEMENTS (Cont'd)

- **Prices (Cont'd)**
  - Payment applications
    - **monthly** before substantial completion
    - **bimonthly** thereafter
  - Payment Certificate
    - within **14 days** of receipt of the Contractor's application
    - permissible to **deduct liquidated damages** from the net amount payable - unlike the SFBC 2005/2006 or before

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## TAILOR-MADE ENHANCEMENTS (Cont'd)

- **Prices (Cont'd)**
  - Final Account
    - **Unilateral** Final Account **possible**
  - Final Certificate
    - Not final in respect of liabilities for any **latent defects** not discovered at the time of the Final Account, or matters affected by any **bribery offence, fraud, dishonesty or fraudulent concealment**

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## TAILOR-MADE ENHANCEMENTS (Cont'd)

- **Quality**
  - **Warranties and guarantees**
    - Benefits given downstream to be assigned to the Employer (so far as he is lawfully able to do so)
    - Satisfactory submission in full compliance with the Contract to be a **pre-requisite** to the **release** of one half of the **retention** fund upon substantial completion of the relevant Works Section

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## TAILOR-MADE ENHANCEMENTS (Cont'd)

- **General obligations**
  - **Prevention of bribery offences**
    - Clauses with consequence of determination of the employment of the Contractor introduced to stress the importance

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## TAILOR-MADE ENHANCEMENTS (Cont'd)

- **General obligations**
- **Prevention of bribery offences**

### 9.13 Prevention of bribery offences

The Contractor shall not offer, give or agree to give to any person any bribe, commission, gift, loan or advantage of any kind as defined in the Prevention of Bribery Ordinance, Cap 201 as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the execution of this Contract or any other contract with the Employer, or for showing or forbearing to show favour or disfavour to any person in relation to this Contract or other contract with the Employer. Any commitment of the aforesaid offences by any person with the Contractor's prior authorization or subsequent acquiescence shall be deemed to be the Contractor's fault. The Contractor shall take all necessary measures to ensure that his employees, agents, sub-contractors, suppliers, or other persons for whom the Contractor is responsible comply with the foregoing provisions.

### 11.1 Determination by Employer

11.1.1 The Employer may but not unreasonably or vexatiously by notice by registered post or recorded delivery to the Contractor forthwith determine the employment of the Contractor under this Contract in any one or more of the following events:

- (f) the Contractor (or any person for whom the Contractor is responsible with or without the knowledge of the Contractor) is convicted of a bribery offence described in Clause 9.13.

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## TAILOR-MADE ENHANCEMENTS (Cont'd)

- **Insurances**
- **Contractors' All Risks and Third Party Liability Insurance**
  - Either the Employer or the Contractor may be specified in the Particulars of Agreement to take out the insurance
- **Employees' Compensation Insurance**
  - To be taken out by the Contractor by default in accordance with statutory requirements
- Use of a company **master policy** or **annual policy** permissible

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## TAILOR-MADE ENHANCEMENTS (Cont'd)

- **Insurances (Cont'd)**

- The **Building Manager** to be specified as one of the “the principals” for insurance purposes
- A **15% administrative charge** to be imposed on insurance premium paid on behalf of the defaulting party who fails to insure

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## TAILOR-MADE ENHANCEMENTS (Cont'd)

- **Bond and cash security**

- A cash security may be withheld in lieu of bond submission
- Bonded amount reduced upon phased completion

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## TAILOR-MADE ENHANCEMENTS (Cont'd)

- **Determination**
  - Additional grounds for determination by the Employer of the employment of the Contractor introduced
    - Persistent failure to rectify defects after substantial completion
    - Failure to submit evidence of the Employees' Compensation Insurance and the Contractors' All Risks and Third Party Liability Insurance in the specified manner within 1 month after the Contract Award Date
    - Conviction of the Contractor (or any person for whom the Contractor is responsible with or without the knowledge of the Contractor) of a bribery offence

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## CONCLUSION

- **Conscious attempts**
  - To make the Standard Form simple
  - Yet comprehensive enough for maintenance and renovation works

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