

Project Administration Handbook for Civil Engineering Works**2022 Edition****AMENDMENT NO. 3/2023****CHAPTER 1 PROJECT PLANNING****PARAGRAPH 1 OVERVIEW**

- (a) Para. 1.5 **Add “for specialist/ departmental buildings” after “- on matters of Schedule of Accommodation” for “Property Vetting Committee, ArchSD”.**

PARAGRAPH 4 STAGES IN THE PUBLIC WORKS PROGRAMME

- (b) Para. 4.2.6 **Add “and Submission” after “Preparation” in the heading.**

Add “specialist/ departmental” after “For projects that involve the provision of” in the first paragraph.

Replace the third paragraph with the following paragraphs:

The draft SoA should be submitted to the PVC for vetting at least (i) nine months before the target tender invitation date of parallel tendering; or (ii) nine months before the target PWSC submission date, whichever is earlier. To allow sufficient time for PVC to vet and approve the SoA before proceeding with parallel tendering or seeking funding from Finance Committee, project proponents should plan in advance and adhere to the above timeframe of submitting SoA. They should ensure adequacy of the information contained in the SoA application and respond promptly to PVC’s enquiries with a view to concluding the process as soon as possible within the specified timeframe. Incomplete information provided by project proponents, major/ frequent revisions of submitted SoA, and unduly long response time of project proponents may prolong the vetting timeframe.

In an exceptional case where a project proponent is unable to submit the SoA application by the stipulated

timeframe, the project proponent concerned should alert PVC as soon as possible and provide explanations cleared by a directorate officer at D2 level or above, with a copy to the responsible officer of the respective policy bureau. Project proponents should be reminded that a case will not warrant special treatment unless justified.

(c) Appendix 1.1

Replace “SEO/Projects,” with “EO/Projects/B,” and replace “seo.p@archsd.gov.hk” with “eo.p.b@archsd.gov.hk” for the addressee.

Replace “Item 4ND is currently in Cat. B+/B (*) and” with “The target tender invitation date/ PWSC submission date for Item 4ND is in [Month Year]. It” in the first paragraph.

Replace “consideration and onward transmission to the Property Vetting Committee for” with “vetting and” in the second paragraph.

CHAPTER 4

PROJECT DESIGN AND ESTIMATES

PARAGRAPH 4

GUIDELINES AND POLICIES RELATED TO DESIGN

(d) Para. 4.8

Replace “4.1.5” with “4.2.6” in the second paragraph.

CHAPTER 5

CONTRACT DOCUMENTS

PARAGRAPH 5

CONDITIONS OF CONTRACT

(e) Para. 5.2.2

Delete the following paragraph after the twelfth paragraph:

The Appendix to SCC “Guidelines on Scope and Contents of Subcontractor Management Plan to be Specified in the Special Conditions of Tender/Special Conditions of Contract” is promulgated in Annex of SDEV’s memo ref. () in DEVB(PS) 109/11/01 Pt. 9 dated 16.5.2017, and is applicable to all public works contracts of which the tender invitations will be issued on or after 1 June 2017.

Add the following paragraph before the last paragraph:

The revised Guidelines on Scope and Contents of Subcontractor Management Plan promulgated under SDEV's memo ref. (03E8T) in DEVB(W)516/80/03 dated 3.8.2022 replacing the existing Appendix to Special Conditions of Contract / additional conditions of contract on Subcontractor Management Plan promulgated under DEVB TC(W) No. 6/2021 are at Appendices 5.6A, 5.6C and 5.6E respectively.

PARAGRAPH 6 SPECIFICATION

- (f) Para. 6.3.1 **Replace** "<http://gpa.host.ccgo.hksarg/soa/soa.htm>" **with** "<http://gpa.host.ccgo.hksarg/schedule-of-accommodation.html>" **in the item (c).**

PARAGRAPH 9 SPECIAL TOPICS

- (g) Para. 9.6 **Add** "As stated in paragraph" **and** " , it must be ensured that the specification does not call for a higher standard of transportation than is necessary. The transportation must be adequate having regard to the type of use to which it would be put and length of time for which it would be required" **before and after** "7.1 of the LWBTC No. 11/84" **respectively and replace** "a" **with** "A" **before** "new motor vehicle will not always be required;" **in the last paragraph.**

- (h) Para. 9.33 **Replace** "**and Annex F to DEVB TC(W) No. 6/2021**" **with** "**, DEVB TC(W) No. 6/2021 and Annex B to SDEV's memo ref. (03E8T) in DEVB(W)516/80/03 dated 3.8.2022**" **in the sixth paragraph.**

Add "**with Appendix to the SCC (Appendices 5.6A, 5.6C and 5.6E)**" **after** "**SCC for Management of Subcontractors (Appendix 5.23)**" **in item (b) of the sixth paragraph.**

- (i) Para. 9.54 **Add the following paragraphs after paragraph 9.54:**

9.55 PRE-BID ARRANGEMENT UNDER NEC ECC TARGET CONTRACT

The Inter-departmental Working Group on NEC Projects and contract advisors completed a review of the pre-bid arrangement under NEC ECC target contracts.

The set of tender / contract provisions have been updated accordingly. Relevant tender / contract provisions can be downloaded from DEVB's webpage and Works Group Intranet Portal.

Project officers shall note the guidelines given in Section A4.6 of the Practice Notes for NEC – ECC for Public Works Projects in Hong Kong (PN) available on DEVB's webpage for adoption of pre-bid arrangement.

Project officers can make necessary amendments to the provisions to suit the specific circumstances of the projects. The procedure specified in Section A4.1.1.1 of the PN shall be followed. Project Offices may consult DEVB and/or LAD(Works)/DEVB for advice, if there is any doubt.

Project officers shall consult contract advisors and/or LAD(Works)/DEVB before inviting a tenderer to submit further information or clarification in accordance with GCT 16 as given in SCT 18.

9.56 CONTRACT PROVISION FOR PROPOSAL ON INNOVATION AND TECHNOLOGY FOR PUBLIC WORKS CONTRACTS ADOPTING NEC FORM

(Ref.: SDEV's memo ref. () in DEVB(W) 506/30/07 dated 20.04.2023)

SDEV's memo ref. () in DEVB(W) 506/30/07 dated 20.04.2023 promulgates a new set of *additional conditions of contract* (ACC) on Proposal on Innovation and Technology ("I&T Proposal") to promote the adoption of innovation and technology for enhancing site safety, site supervision efficiency or decarbonisation under public works contracts adopting NEC form.

For new public works contracts adopting NEC form, the following ACC shall be incorporated in the tender documents for the "I&T Proposal":

- (i) ACC for NEC4 ECC (see Appendix 5.66A)
- (ii) ACC for NEC4 TSC (see Appendix 5.66B)

For ongoing public works contracts adopting NEC form, if project teams consider the implementation

of the I&T Proposal mechanism has merits, a supplementary agreement will need to be executed between the contracting parties. Samples of the supplementary agreement for use in NEC3/4 ECC and NEC3/4 TSC are given in the following appendices.

- (i) Supplementary agreement for NEC3 ECC (see Appendix 5.66C)
- (ii) Supplementary agreement for NEC3 TSC (see Appendix 5.66D)
- (iii) Supplementary agreement for NEC4 ECC (see Appendix 5.66E)
- (iv) Supplementary agreement for NEC4 TSC (see Appendix 5.66F)

PARAGRAPH 12 REFERENCES

Delete the following reference:

- (j) GPA Space Standards under Schedule of Accommodation <http://gpa.host.ccgo.hksarg/soa/soa.htm>

Add the following references:

- (k) SDEV's memo ref. () in DEVB(W) 506/30/07 dated 20.4.2023 Proposal on Innovation and Technology for Public Works Contracts Adopting NEC form
- (l) GPA Space Standards under Schedule of Accommodation <http://gpa.host.ccgo.hksarg/schedule-of-accommodation.html>

APPENDICES

- (m) Appendix 5.66A **Add the new appendix given in Annex A to this Amendment.**
- (n) Appendix 5.66B **Add the new appendix given in Annex B to this Amendment.**
- (o) Appendix 5.66C **Add the new appendix given in Annex C to this Amendment.**

- (p) Appendix 5.66D **Add the new appendix given in Annex D to this Amendment.**
- (q) Appendix 5.66E **Add the new appendix given in Annex E to this Amendment.**
- (r) Appendix 5.66F **Add the new appendix given in Annex F to this Amendment.**

CHAPTER 7 **CONTRACT MANAGEMENT**

PARAGRAPH 21 MISCELLANEOUS

- (s) Para. 21.31 **Add the following new paragraph after paragraph 21.31:**

21.32 PROPOSAL ON INNOVATION AND TECHNOLOGY FOR PUBLIC WORKS CONTRACTS ADOPTING NEC FORM

SDEV's memo ref. () in DEVB(W) 506/30/07 dated 20.4.2023 sets out a new additional conditions of contract (ACC) on Proposal on Innovation and Technology (hereinafter referred to as I&T Proposal) to promote the adoption of I&T for enhancing site safety, site supervision efficiency or decarbonisation under public works contracts adopting NEC form. Given that an I&T Proposal entails additional cost to a contract, project teams should exercise professional judgement in assessing each I&T proposal to ensure that it is soundly justified. The project team should also ensure the issuance of relevant instructions and approving authorities comply with applicable rules/criteria set out in the SPRs, as well as other applicable cost control mechanisms. See para. 9.56 of PAH Chapter 5 for further details.

PARAGRAPH 22 REFERENCES

Add the following reference:

- (t) SDEV's memo Ref. () Proposal on Innovation and
in DEVB(W) Technology for Public Works
506/30/07 dated Contracts Adopting NEC form
20.4.2023

APPENDIX 5.66A Amendments to *additional conditions of contract* for use with NEC4 ECC regarding Proposal on Innovation and Technology

Clause AA[XX] of the *additional conditions of contract*

- | | | |
|--------|--|---|
| AA[XX] | <p>(1) For the purpose of this Clause, the following words and expressions shall have the meaning hereby assigned to them:-</p> <p>“I&T Proposal” means a proposal to adopt an innovation or technology which:-</p> <p>(a) is additional to or more advanced than the requirements in the Scope; and</p> <p>(b) could enhance site safety, site supervision efficiency or decarbonisation.</p> <p>“Innovation and Technology Register” is a register of I&T Proposals which are notified by the <i>Project Manager</i> or the <i>Contractor</i>.</p> | <p>Proposal
on
Innovation
and
Technology</p> |
| | <p>(2) The <i>Contractor</i> and the <i>Project Manager</i> give written notice to the other when either makes an I&T Proposal. The <i>Project Manager</i> enters I&T Proposals in the Innovation and Technology Register. Notification of an I&T Proposal for which a compensation event has previously been notified is not required.</p> | |
| | <p>(3) (a) The <i>Project Manager</i> prepares a first Innovation and Technology Register and issues it to the <i>Contractor</i> within four weeks of the first notification of an I&T Proposal. The <i>Project Manager</i> instructs the <i>Contractor</i> to attend a first innovation and technology meeting within two weeks of the issuance of the first Innovation and Technology Register.</p> <p>(b) Later innovation and technology meetings are held if either the <i>Project Manager</i> or <i>Contractor</i> instructs the other to attend an innovation and technology meeting.</p> | |

- (c) The *Project Manager* or *Contractor* may invite any person to attend an innovation and technology meeting.
- (4) At an innovation and technology meeting, those who attend co-operate in:-
 - (a) considering each I&T Proposal in the Innovation and Technology Register, including but not limited to exploring the potential benefits as well as cost and time implications of adopting each I&T Proposal;
 - (b) deciding on the I&T Proposals to be adopted; and
 - (c) deciding which I&T Proposals can be removed from the Innovation and Technology Register.
- (5) The *Project Manager* revises the Innovation and Technology Register to record the decisions made at each innovation and technology meeting and issues the revised Innovation and Technology Register to the *Contractor* within one week of the innovation and technology meeting. If a decision needs a change to the Scope, the *Project Manager* instructs the change at the same time as the revised Innovation and Technology Register is issued.

APPENDIX 5.66B Amendments to additional conditions of contract for use with NEC4 TSC regarding Proposal on Innovation and Technology

Clause AA[XX] of the additional conditions of contract

- AA[XX]** (1) For the purpose of this Clause, the following words and expressions shall have the meaning hereby assigned to them:-
- Proposal on Innovation and Technology**
- “I&T Proposal” means a proposal to adopt an innovation or technology which:-
- (a) is additional to or more advanced than the requirements in the Scope; and
 - (b) could enhance site safety, site supervision efficiency or decarbonisation.
- “Innovation and Technology Register” is a register of I&T Proposals which are notified by the *Service Manager* or the *Contractor*.
- (2) The *Contractor* and the *Service Manager* give written notice to the other when either makes an I&T Proposal. The *Service Manager* enters I&T Proposals in the Innovation and Technology Register. Notification of an I&T Proposal for which a compensation event has previously been notified is not required.
- (3) (a) The *Service Manager* prepares a first Innovation and Technology Register and issues it to the *Contractor* within four weeks of the first notification of an I&T Proposal. The *Service Manager* instructs the *Contractor* to attend a first innovation and technology meeting within two weeks of the issuance of the first Innovation and Technology Register.
- (b) Later innovation and technology meetings are held if either the *Service Manager* or *Contractor* instructs the other to attend an innovation and technology meeting.

- (c) The *Service Manager* or *Contractor* may invite any person to attend an innovation and technology meeting.
- (4) At an innovation and technology meeting, those who attend co-operate in:-
 - (a) considering each I&T Proposal in the Innovation and Technology Register, including but not limited to exploring the potential benefits as well as cost and time implications of adopting each I&T Proposal;
 - (b) deciding on the I&T Proposals to be adopted; and
 - (c) deciding which I&T Proposals can be removed from the Innovation and Technology Register.
- (5) The *Service Manager* revises the Innovation and Technology Register to record the decisions made at each innovation and technology meeting and issues the revised Innovation and Technology Register to the *Contractor* within one week of the innovation and technology meeting. If a decision needs a change to the Scope, the *Service Manager* instructs the change at the same time as the revised Innovation and Technology Register is issued.

APPENDIX 5.66C Supplementary Agreement for NEC3 ECC**[DRAFT for NEC3 – ECC]****[PLEASE FILL IN ALL MISSING INFORMATION]*****[Insert Contract Title and Contract Number]*****Supplementary Agreement No. [xx]****THIS SUPPLEMENTARY AGREEMENT No. [xx] is made on [xx]****BETWEEN**

- (1) The Government of the Hong Kong Special Administrative Region (hereinafter referred to as “*Employer*”); and
- (2) [*insert name of contractor*] of [*insert principal place of business of the contractor*] (hereinafter referred to as “*Contractor*”),

(the *Employer* and the *Contractor* are hereinafter collectively referred to as the “**Parties**”).

WHEREAS

- (A) The Parties have entered into a contract dated [xx] (bearing reference number Contract No. [xx]) for [*insert brief description of the subject matter of this contract*]. [#][This Contract was subsequently amended by Supplementary [#][Agreement] No. [xx] made by the Parties on [xx]].
- (B) The Parties are desirous of amending this Contract in accordance with this Agreement.

[#]Delete/revise as appropriate.

[DRAFT for NEC3 – ECC]

NOW IT IS HEREBY AGREED BETWEEN THE PARTIES as follows: -

1. In this Agreement (including the Recitals):
 - (i) “Contract” means Contract No. [xx] referred to in Recital (A) # [and as it is amended by the Supplementary Agreement(s) mentioned in the Recital];
 - (ii) words and expressions defined in this Contract shall, save as otherwise defined herein or unless the context otherwise requires, have the same meaning in this Agreement;
 - (iii) all rules of interpretation and construction used in this Contract shall be and are hereby deemed to be incorporated in and form part of this Agreement as if set out herein in full.

2. In consideration of the mutual benefits conferred by this Agreement, the Parties agree that with effect from the date of this Agreement –
 - (i) a new clause AA[XX] as set out in **Annex** is added to the *additional conditions of contract*.

[Note: The following sub-clause (ii) should be added if NEC Clauses 12.5 to 12.10 have not already been added in a previous supplementary agreement.]
 - (ii) the following shall be inserted after NEC Clause 12.4:
 - “12.5 All references to “this contract” or “the contract” are to this contract as supplemented or amended from time to time.

 - 12.6 All references to the “*conditions of contract*” are to the *conditions of contract* described in Part One of the Contract Data and as supplemented or amended from time to time.

 - 12.7 All references to the “*additional conditions of contract*” are to the *additional conditions of contract* described in Part One of the Contract Data and as supplemented or amended from time to time.

12.8 All references to a condition, clause, sub-clause or provision of the *conditions of contract* or *additional conditions of contract* are to the condition, clause, sub-clause or provision of the *conditions of contract* or *additional conditions of contract*, and as supplemented or amended from time to time.

12.9 Headings are inserted for ease of reference only and shall not affect construction of this contract.

12.10 References in this contract to a document shall: -

- (a) include all schedules, appendices, annexures and other materials attached to such document; and
- (b) mean the same as supplemented or amended from time to time.”

3. The Parties further agree that:

- (i) the *Contractor* shall not be entitled to any additional payment, compensation, relief or variation of the Completion Date or the Prices by reason of any provision in this Agreement;
- (ii) nothing in this Agreement shall affect any antecedent rights or obligations of either Party under the Contract;
- (iii) save as varied herein, the terms and conditions of this Contract shall remain and continue in full force and effect in all respects; and
- (iv) with effect from the date of this Agreement, this Agreement shall be construed as one with the Contract.

4. This Agreement shall be governed by and construed in accordance with the laws of Hong Kong.

#Delete/revise as appropriate.

[DRAFT for NEC3 – ECC]

IN WITNESS WHEREOF this Agreement is executed as a deed by the Parties on the date first above written.

[Please insert suitable attestation clauses in accordance with DEVB TC(W) No. 7/2014]

#Delete/revise as appropriate.

Annex**Clause AA[XX] of the *additional conditions of contract***

AA[XX] (1) For the purpose of this Clause, the following words and expressions shall have the meaning hereby assigned to them:-

**Proposal
on
Innovation
and
Technology**

“I&T Proposal” means a proposal to adopt an innovation or technology which:-

- (a) is additional to or more advanced than the requirements in the Works Information; and
- (b) could enhance site safety, site supervision efficiency or decarbonisation.

“Innovation and Technology Register” is a register of I&T Proposals which are notified by the *Project Manager* or the *Contractor*.

(2) The *Contractor* and the *Project Manager* give written notice to the other when either makes an I&T Proposal. The *Project Manager* enters I&T Proposals in the Innovation and Technology Register. Notification of an I&T Proposal for which a compensation event has previously been notified is not required.

- (3)
- (a) The *Project Manager* prepares a first Innovation and Technology Register and issues it to the *Contractor* within four weeks of the first notification of an I&T Proposal. The *Project Manager* instructs the *Contractor* to attend a first innovation and technology meeting within two weeks of the issuance of the first Innovation and Technology Register.
 - (b) Later innovation and technology meetings are held if either the *Project Manager* or *Contractor* instructs the other to attend an innovation and technology meeting.
 - (c) The *Project Manager* or *Contractor* may invite any person to attend an innovation and technology meeting.

- (4) At an innovation and technology meeting, those who attend co-operate in:-
 - (a) considering each I&T Proposal in the Innovation and Technology Register, including but not limited to exploring the potential benefits as well as cost and time implications of adopting each I&T Proposal;
 - (b) deciding on the I&T Proposals to be adopted; and
 - (c) deciding which I&T Proposals can be removed from the Innovation and Technology Register.

- (5) The *Project Manager* revises the Innovation and Technology Register to record the decisions made at each innovation and technology meeting and issues the revised Innovation and Technology Register to the *Contractor* within one week of the innovation and technology meeting. If a decision needs a change to the Works Information, the *Project Manager* instructs the change at the same time as the revised Innovation and Technology Register is issued.

APPENDIX 5.66D Supplementary Agreement for NEC3 TSC**[DRAFT for NEC3 – TSC]****[PLEASE FILL IN ALL MISSING INFORMATION]*****[Insert Contract Title and Contract Number]*****Supplementary Agreement No. [xx]****THIS SUPPLEMENTARY AGREEMENT No. [xx] is made on [xx]****BETWEEN**

- (1) The Government of the Hong Kong Special Administrative Region (hereinafter referred to as “**Employer**”); and
- (2) [*insert name of contractor*] of [*insert principal place of business of the contractor*] (hereinafter referred to as “**Contractor**”),

(the *Employer* and the *Contractor* are hereinafter collectively referred to as the “**Parties**”).

WHEREAS

- (A) The Parties have entered into a contract dated [xx] (bearing reference number Contract No. [xx]) for [*insert brief description of the subject matter of this contract*]. #[This Contract was subsequently amended by Supplementary #[Agreement] No. [xx] made by the Parties on [xx]].
- (B) The Parties are desirous of amending this Contract in accordance with this Agreement.

#Delete/revise as appropriate.

[DRAFT for NEC3 – TSC]

NOW IT IS HEREBY AGREED BETWEEN THE PARTIES as follows: -

1. In this Agreement (including the Recitals):
 - (i) “Contract” means Contract No. [xx] referred to in Recital (A) # [and as it is amended by the Supplementary Agreement(s) mentioned in the Recital];
 - (ii) words and expressions defined in this Contract shall, save as otherwise defined herein or unless the context otherwise requires, have the same meaning in this Agreement;
 - (iii) all rules of interpretation and construction used in this Contract shall be and are hereby deemed to be incorporated in and form part of this Agreement as if set out herein in full.

2. In consideration of the mutual benefits conferred by this Agreement, the Parties agree that with effect from the date of this Agreement –
 - (i) a new clause AA[XX] as set out in **Annex** is added to the *additional conditions of contract*.

[Note: The following sub-clause (ii) should be added if NEC Clauses 12.5 to 12.10 have not already been added in a previous supplementary agreement.]
 - (ii) the following shall be inserted after NEC Clause 12.4:
 - “12.5 All references to “this contract” or “the contract” are to this contract as supplemented or amended from time to time.

 - 12.6 All references to the “*conditions of contract*” are to the *conditions of contract* described in Part One of the Contract Data and as supplemented or amended from time to time.

 - 12.7 All references to the “*additional conditions of contract*” are to the *additional conditions of contract* described in Part One of the Contract Data and as supplemented or amended from time to time.

12.8 All references to a condition, clause, sub-clause or provision of the *conditions of contract* or *additional conditions of contract* are to the condition, clause, sub-clause or provision of the *conditions of contract* or *additional conditions of contract*, and as supplemented or amended from time to time.

12.9 Headings are inserted for ease of reference only and shall not affect construction of this contract.

12.10 References in this contract to a document shall: -

- (a) include all schedules, appendices, annexures and other materials attached to such document; and
- (b) mean the same as supplemented or amended from time to time.”

3. The Parties further agree that:

- (i) the *Contractor* shall not be entitled to any additional payment, compensation, relief or variation of the Task Completion Date or the Prices by reason of any provision in this Agreement;
- (ii) nothing in this Agreement shall affect any antecedent rights or obligations of either Party under the Contract;
- (iii) save as varied herein, the terms and conditions of this Contract shall remain and continue in full force and effect in all respects; and
- (iv) with effect from the date of this Agreement, this Agreement shall be construed as one with the Contract.

4. This Agreement shall be governed by and construed in accordance with the laws of Hong Kong.

[DRAFT for NEC3 – TSC]

IN WITNESS WHEREOF this Agreement is executed as a deed by the Parties on the date first above written.

[Please insert suitable attestation clauses in accordance with DEVB TC(W) No. 7/2014]

#Delete/revise as appropriate.

Annex**Clause AA[XX] of the *additional conditions of contract***

AA[XX] (1) For the purpose of this Clause, the following words and expressions shall have the meaning hereby assigned to them:-

**Proposal
on
Innovation
and
Technology**

“I&T Proposal” means a proposal to adopt an innovation or technology which:-

- (a) is additional to or more advanced than the requirements in the Service Information; and
- (b) could enhance site safety, site supervision efficiency or decarbonisation.

“Innovation and Technology Register” is a register of I&T Proposals which are notified by the *Service Manager* or the *Contractor*.

(2) The *Contractor* and the *Service Manager* give written notice to the other when either makes an I&T Proposal. The *Service Manager* enters I&T Proposals in the Innovation and Technology Register. Notification of an I&T Proposal for which a compensation event has previously been notified is not required.

- (3)
- (a) The *Service Manager* prepares a first Innovation and Technology Register and issues it to the *Contractor* within four weeks of the first notification of an I&T Proposal. The *Service Manager* instructs the *Contractor* to attend a first innovation and technology meeting within two weeks of the issuance of the first Innovation and Technology Register.
 - (b) Later innovation and technology meetings are held if either the *Service Manager* or *Contractor* instructs the other to attend an innovation and technology meeting.
 - (c) The *Service Manager* or *Contractor* may invite any person to attend an innovation and technology meeting.

- (4) At an innovation and technology meeting, those who attend co-operate in:-
 - (a) considering each I&T Proposal in the Innovation and Technology Register, including but not limited to exploring the potential benefits as well as cost and time implications of adopting each I&T Proposal;
 - (b) deciding on the I&T Proposals to be adopted; and
 - (c) deciding which I&T Proposals can be removed from the Innovation and Technology Register.

- (5) The *Service Manager* revises the Innovation and Technology Register to record the decisions made at each innovation and technology meeting and issues the revised Innovation and Technology Register to the *Contractor* within one week of the innovation and technology meeting. If a decision needs a change to the Service Information, the *Service Manager* instructs the change at the same time as the revised Innovation and Technology Register is issued.

APPENDIX 5.66E Supplementary Agreement for NEC4 ECC**[DRAFT for NEC4 – ECC]****[PLEASE FILL IN ALL MISSING INFORMATION]*****[Insert Contract Title and Contract Number]*****Supplementary Agreement No. [xx]****THIS SUPPLEMENTARY AGREEMENT No. [xx] is made on [xx]****BETWEEN**

- (1) The Government of the Hong Kong Special Administrative Region (hereinafter referred to as “*Client*”); and
- (2) [*insert name of contractor*] of [*insert principal place of business of the contractor*] (hereinafter referred to as “*Contractor*”),

(the *Client* and the *Contractor* are hereinafter collectively referred to as the “**Parties**”).

WHEREAS

- (A) The Parties have entered into a contract dated [xx] (bearing reference number Contract No. [xx]) for [*insert brief description of the subject matter of this contract*]. #[This Contract was subsequently amended by Supplementary #[Agreement] No. [xx] made by the Parties on [xx]].
- (B) The Parties are desirous of amending this Contract in accordance with this Agreement.

#Delete/revise as appropriate.

[DRAFT for NEC4 – ECC]

NOW IT IS HEREBY AGREED BETWEEN THE PARTIES as follows: -

1. In this Agreement (including the Recitals):
 - (i) “Contract” means Contract No. [xx] referred to in Recital (A) # [and as it is amended by the Supplementary Agreement(s) mentioned in the Recital];
 - (ii) words and expressions defined in this Contract shall, save as otherwise defined herein or unless the context otherwise requires, have the same meaning in this Agreement;
 - (iii) all rules of interpretation and construction used in this Contract shall be and are hereby deemed to be incorporated in and form part of this Agreement as if set out herein in full.

2. In consideration of the mutual benefits conferred by this Agreement, the Parties agree that with effect from the date of this Agreement –
 - (i) a new clause AA[XX] as set out in **Annex** is added to the *additional conditions of contract*.

[Note: The following sub-clause (ii) should be added if NEC Clauses 12.5 to 12.10 have not already been added in a previous supplementary agreement.]
 - (ii) the following shall be inserted after NEC Clause 12.4:
 - “12.5 All references to “this contract” or “the contract” are to this contract as supplemented or amended from time to time.

 - 12.6 All references to the “*conditions of contract*” are to the *conditions of contract* described in Part One of the Contract Data and as supplemented or amended from time to time.

 - 12.7 All references to the “*additional conditions of contract*” are to the *additional conditions of contract* described in Part One of the Contract Data and as supplemented or amended from time to time.

12.8 All references to a condition, clause, sub-clause or provision of the *conditions of contract* or *additional conditions of contract* are to the condition, clause, sub-clause or provision of the *conditions of contract* or *additional conditions of contract*, and as supplemented or amended from time to time.

12.9 Headings are inserted for ease of reference only and shall not affect construction of this contract.

12.10 References in this contract to a document shall: -

- (a) include all schedules, appendices, annexures and other materials attached to such document; and
- (b) mean the same as supplemented or amended from time to time.”

3. The Parties further agree that:

- (i) the *Contractor* shall not be entitled to any additional payment, compensation, relief or variation of the Completion Date or the Prices by reason of any provision in this Agreement;
- (ii) nothing in this Agreement shall affect any antecedent rights or obligations of either Party under the Contract;
- (iii) save as varied herein, the terms and conditions of this Contract shall remain and continue in full force and effect in all respects; and
- (iv) with effect from the date of this Agreement, this Agreement shall be construed as one with the Contract.

4. This Agreement shall be governed by and construed in accordance with the laws of Hong Kong.

[DRAFT for NEC4 – ECC]

IN WITNESS WHEREOF this Agreement is executed as a deed by the Parties on the date first above written.

[Please insert suitable attestation clauses in accordance with DEVB TC(W) No. 7/2014]

#Delete/revise as appropriate.

Annex**Clause AA[XX] of the *additional conditions of contract***

AA[XX] (1) For the purpose of this Clause, the following words and expressions shall have the meaning hereby assigned to them:-

**Proposal
on
Innovation
and
Technology**

“I&T Proposal” means a proposal to adopt an innovation or technology which:-

- (a) is additional to or more advanced than the requirements in the Scope; and
- (b) could enhance site safety, site supervision efficiency or decarbonisation.

“Innovation and Technology Register” is a register of I&T Proposals which are notified by the *Project Manager* or the *Contractor*.

(2) The *Contractor* and the *Project Manager* give written notice to the other when either makes an I&T Proposal. The *Project Manager* enters I&T Proposals in the Innovation and Technology Register. Notification of an I&T Proposal for which a compensation event has previously been notified is not required.

- (3) (a) The *Project Manager* prepares a first Innovation and Technology Register and issues it to the *Contractor* within four weeks of the first notification of an I&T Proposal. The *Project Manager* instructs the *Contractor* to attend a first innovation and technology meeting within two weeks of the issuance of the first Innovation and Technology Register.
- (b) Later innovation and technology meetings are held if either the *Project Manager* or *Contractor* instructs the other to attend an innovation and technology meeting.
- (c) The *Project Manager* or *Contractor* may invite any person to attend an innovation and technology meeting.

- (4) At an innovation and technology meeting, those who attend co-operate in:-
 - (a) considering each I&T Proposal in the Innovation and Technology Register, including but not limited to exploring the potential benefits as well as cost and time implications of adopting each I&T Proposal;
 - (b) deciding on the I&T Proposals to be adopted; and
 - (c) deciding which I&T Proposals can be removed from the Innovation and Technology Register.

- (5) The *Project Manager* revises the Innovation and Technology Register to record the decisions made at each innovation and technology meeting and issues the revised Innovation and Technology Register to the *Contractor* within one week of the innovation and technology meeting. If a decision needs a change to the Scope, the *Project Manager* instructs the change at the same time as the revised Innovation and Technology Register is issued.

APPENDIX 5.66F Supplementary Agreement for NEC4 TSC**[DRAFT for NEC4 – TSC]****[PLEASE FILL IN ALL MISSING INFORMATION]*****[Insert Contract Title and Contract Number]*****Supplementary Agreement No. [xx]****THIS SUPPLEMENTARY AGREEMENT No. [xx] is made on [xx]****BETWEEN**

- (1) The Government of the Hong Kong Special Administrative Region (hereinafter referred to as “*Client*”); and
- (2) [*insert name of contractor*] of [*insert principal place of business of the contractor*] (hereinafter referred to as “*Contractor*”),

(the *Client* and the *Contractor* are hereinafter collectively referred to as the “**Parties**”).

WHEREAS

- (A) The Parties have entered into a contract dated [xx] (bearing reference number Contract No. [xx]) for [*insert brief description of the subject matter of this contract*]. #[This Contract was subsequently amended by Supplementary #[Agreement] No. [xx] made by the Parties on [xx]].
- (B) The Parties are desirous of amending this Contract in accordance with this Agreement.

#Delete/revise as appropriate.

[DRAFT for NEC4 – TSC]

NOW IT IS HEREBY AGREED BETWEEN THE PARTIES as follows: -

1. In this Agreement (including the Recitals):
 - (i) “Contract” means Contract No. [xx] referred to in Recital (A) # [and as it is amended by the Supplementary Agreement(s) mentioned in the Recital];
 - (ii) words and expressions defined in this Contract shall, save as otherwise defined herein or unless the context otherwise requires, have the same meaning in this Agreement;
 - (iii) all rules of interpretation and construction used in this Contract shall be and are hereby deemed to be incorporated in and form part of this Agreement as if set out herein in full.

2. In consideration of the mutual benefits conferred by this Agreement, the Parties agree that with effect from the date of this Agreement –
 - (i) a new clause AA[XX] as set out in **Annex** is added to the *additional conditions of contract*.

[Note: The following sub-clause (ii) should be added if NEC Clauses 12.5 to 12.10 have not already been added in a previous supplementary agreement.]
 - (ii) the following shall be inserted after NEC Clause 12.4:
 - “12.5 All references to “this contract” or “the contract” are to this contract as supplemented or amended from time to time.

 - 12.6 All references to the “*conditions of contract*” are to the *conditions of contract* described in Part One of the Contract Data and as supplemented or amended from time to time.

 - 12.7 All references to the “*additional conditions of contract*” are to the *additional conditions of contract* described in Part One of the Contract Data and as supplemented or amended from time to time.

12.8 All references to a condition, clause, sub-clause or provision of the *conditions of contract* or *additional conditions of contract* are to the condition, clause, sub-clause or provision of the *conditions of contract* or *additional conditions of contract*, and as supplemented or amended from time to time.

12.9 Headings are inserted for ease of reference only and shall not affect construction of this contract.

12.10 References in this contract to a document shall: -

- (a) include all schedules, appendices, annexures and other materials attached to such document; and
- (b) mean the same as supplemented or amended from time to time.”

3. The Parties further agree that:

- (i) the *Contractor* shall not be entitled to any additional payment, compensation, relief or variation of the Task Completion Date or the Prices by reason of any provision in this Agreement;
- (ii) nothing in this Agreement shall affect any antecedent rights or obligations of either Party under the Contract;
- (iii) save as varied herein, the terms and conditions of this Contract shall remain and continue in full force and effect in all respects; and
- (iv) with effect from the date of this Agreement, this Agreement shall be construed as one with the Contract.

4. This Agreement shall be governed by and construed in accordance with the laws of Hong Kong.

[DRAFT for NEC4 – TSC]

IN WITNESS WHEREOF this Agreement is executed as a deed by the Parties on the date first above written.

[Please insert suitable attestation clauses in accordance with DEVB TC(W) No. 7/2014]

#Delete/revise as appropriate.

Annex**Clause AA[XX] of the *additional conditions of contract***

AA[XX] (1) For the purpose of this Clause, the following words and expressions shall have the meaning hereby assigned to them:-

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- (a) is additional to or more advanced than the requirements in the Scope; and
- (b) could enhance site safety, site supervision efficiency or decarbonisation.

“Innovation and Technology Register” is a register of I&T Proposals which are notified by the *Service Manager* or the *Contractor*.

(2) The *Contractor* and the *Service Manager* give written notice to the other when either makes an I&T Proposal. The *Service Manager* enters I&T Proposals in the Innovation and Technology Register. Notification of an I&T Proposal for which a compensation event has previously been notified is not required.

- (3) (a) The *Service Manager* prepares a first Innovation and Technology Register and issues it to the *Contractor* within four weeks of the first notification of an I&T Proposal. The *Service Manager* instructs the *Contractor* to attend a first innovation and technology meeting within two weeks of the issuance of the first Innovation and Technology Register.
- (b) Later innovation and technology meetings are held if either the *Service Manager* or *Contractor* instructs the other to attend an innovation and technology meeting.
- (c) The *Service Manager* or *Contractor* may invite any person to attend an innovation and technology meeting.

- (4) At an innovation and technology meeting, those who attend co-operate in:-
 - (a) considering each I&T Proposal in the Innovation and Technology Register, including but not limited to exploring the potential benefits as well as cost and time implications of adopting each I&T Proposal;
 - (b) deciding on the I&T Proposals to be adopted; and
 - (c) deciding which I&T Proposals can be removed from the Innovation and Technology Register.

- (5) The *Service Manager* revises the Innovation and Technology Register to record the decisions made at each innovation and technology meeting and issues the revised Innovation and Technology Register to the *Contractor* within one week of the innovation and technology meeting. If a decision needs a change to the Scope, the *Service Manager* instructs the change at the same time as the revised Innovation and Technology Register is issued.

#Delete/revise as appropriate.