

APPENDICES TO SPECIAL CONDITIONS OF CONTRACT

APPENDIX 'SCC.A'

Form of Sub-contractor's Warranty for Roofing System

NOW IT IS HEREBY AGREED AS FOLLOWS :

1. All references in this Agreement to the "Roofing System" shall mean a roofing system or different roofing systems for different parts of a building or for different buildings and shall be construed as comprising the design, selection, supply and laying of proprietary roof membranes, protective layers, insulation, adhesive, any screed or finishing layers to the structural roof deck or slab together with all flashings, joints around pipes, junctions, surrounds, collars, funnels, rain water outlets and the like including priming, sealing, crack filling and other preparation where necessary.
2. The Sub-contractor hereby warrants and undertake to the Employer that:
 - (a) it has executed and completed and will execute and complete the design and construction of the Roofing System, and it has carried out and will carry out each and all of the obligations, duties and undertakings of the Sub-contractor under the Sub-contract when and if such obligations, duties and undertakings shall become due and performable, in accordance with the terms of the Sub-contract (as the same may from time to time be varied or amended with the consent of the Employer); and
 - (b) it will supply the Employer with all information as the Employer may reasonably require from time to time in relation to progress of the design and construction of the Roofing System.
3. Without limiting the Sub-contractor's obligations and liabilities under Clause 5 hereof, the Sub-contractor undertakes to indemnify the Employer against each and every liability which the Employer may have to any person whatsoever and against any claims, demands, proceedings, loss, damages, costs and expenses sustained, incurred or payable by the Employer provided that the Sub-contractor shall have no greater liability to the Employer by virtue of its undertaking under this Clause 3 than the liability of the Contractor to the Employer under the Contract in so far as and to the extent that the same has arisen by reason of any breach by the Sub-contractor of its obligations, duties and undertakings under the Sub-contract.
4. Without prejudice to the generality of Clauses 2 and 3 hereof, the Sub-contractor further warrants:-
 - (a) that the design of the Roofing System and the resultant work shall be suitable for use as part of the Works;
 - (b) that the Roofing System shall remain in a watertight condition for a period of ten years from the date of completion stated in the certificate of completion with respect to the Works issued pursuant to the provisions of the Contract;
 - (c) the suitability of the Roofing System for application and bonding to the roof structure and any finishes applied thereto and the compatibility and bonding between each of the elements of the Roofing System so as to ensure that the Roofing System is watertight;

- (d) that all reasonable skill, care and diligence has been and shall be exercised by the Sub-contractor in connection with the design of the Roofing System and that the materials and goods in connection with the Roofing System will be fit for the purpose for which they are intended and of good quality; and
 - (e) that the Roofing System shall conform to any performance specification or requirement applicable to the Roofing System included or referred to in the Contract.
- 5.
- (a) The Sub-contractor undertakes that in the event of a failure in the Roofing System discovered at any time during the period referred to in Clause 4(b) hereof, it shall as soon as reasonably practicable after receipt of notification by the Employer, carry out at its own cost all repair or replacement work including emergency and temporary works which is necessary in the opinion of the Employer to ensure that the Roofing System conforms to the warranties set out in Clause 4 hereof. All repair or replacement work including emergency and temporary works shall be carried out by the Sub-contractor at times as specified by the Employer so as not to interfere with the proper use and functioning of the completed Works. In the event that such repair or replacement work is not carried out by the Sub-contractor in accordance with this Clause 5(a), the Employer may, without prejudice to any other remedy, proceed to carry out such work by its own workers or by other contractors and the cost properly incurred by the Employer in having such work carried out shall be a debt due to the Employer from the Sub-contractor and shall be paid to the Employer by the Sub-contractor immediately on demand.
 - (b) The Sub-contractor undertakes to indemnify the Employer against all losses and claims for injury or damage to any person or property whatsoever which may be caused by any failure in the Roofing System to conform to the warranties set out in Clause 4 hereof and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
 - (c) The Sub-contractor undertakes to make good or, at the option of the Employer, pay to the Employer the cost of making good any damage, loss or injury which may occur to any property of the Employer and undertakes to recompense the Employer in respect of any damage, loss or injury which may occur to any employee of the Employer caused by any failure in the Roofing System to conform to the warranties set out in Clause 4 hereof.
 - (d) Provided that nothing in Clause 5(b) and (c) shall be deemed to render the Sub-contractor liable for or in respect of or to indemnify the Employer against any compensation or damages for or with respect to:
 - (i) failure in the Roofing System caused by work which was not constructed by the Sub-contractor, or

- (ii) failure in the Roofing System caused by repair, maintenance or alteration to the Roofing System (other than the repair or replacement work carried out by the Employer's own workers or other contractors in accordance with Clause 5(a) hereof) done after the date of completion stated in the certificate of completion with respect to the Works issued pursuant to the provisions of the Contract by persons other than the Sub-contractor or its servants or agents.

or for or in respect of all claims, demands, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto.

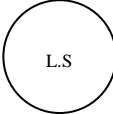
- 6. In the event of different certificates of completion having been issued for different Sections or parts of the Works pursuant to the provisions of the Contract, the expression "certificate of completion" shall, for the purpose of Clause 4(b) and Clause 5(d)(ii), mean the last of such certificates.
- 7. No allowance of time by the Employer hereunder or by the Contractor under the Sub-contract nor any forbearance or forgiveness in or in respect of any matter or thing concerning this Agreement or the Sub-contract on the part of the Employer or the Contractor may do or omit or neglect to do, shall in any way release the Sub-contractor from any liability under this Agreement.
- 8. The Sub-contractor agrees that it will not without first giving the Employer not less than twenty-one (21) days' prior notice in writing exercise any right it may have to terminate the Sub-contract or treat the same as having been repudiated by the Contractor or withhold performance of its obligations, duties and undertakings under the Sub-contract.
- 9. (1) In the event that the Contract or the employment of the Contractor under the Contract is terminated for any reason whatsoever and if so requested by the Employer in writing within twenty-one (21) days of such termination, the Sub-contractor shall carry out and complete its obligations under this Agreement and shall enter into a novation agreement with the Employer and the Contractor in which the Sub-contractor will undertake inter alia to perform the Sub-contract and be bound by its terms and conditions as if the Employer had originally been named as a contracting party in place of the Contractor. The said novation agreement will be in such form as the Employer may reasonably require.

(2) In the event that the Employer does not require the Sub-contractor to enter into a novation agreement as required by sub-clause (1) of this Clause, the Sub-contractor shall have no claim whatsoever against the Employer for any damage, loss or expense howsoever arising out of or in connection with this Agreement.

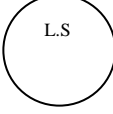
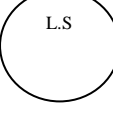
10. In so far as the copyright or other intellectual property rights, in any plans, calculations, drawings, documents, materials, know-how and information relating to the Roofing System shall be vested in the Sub-contractor, the Sub-contractor grants to the Employer its successors and assigns a royalty free, transferable, perpetual, non-exclusive and irrevocable licence (carrying the right to grant sub-licences) to use and reproduce any of the works designs or inventions incorporated and referred to in such documents or materials and such know-how and information for all purposes relating to the Works (including without limitation the design, construction, reconstruction, completion, maintenance, reinstatement, extension, repair and operation of the Works). To the extent beneficial ownership of any such copyright or other intellectual property right is vested in anyone other than the Sub-contractor, the Sub-contractor shall use best endeavours to procure that the beneficial owner thereof shall grant a like licence to the Employer. For the avoidance of doubt, any such licence granted shall not be determined if the Sub-contractor shall for any reason cease to be employed in connection with the Roofing System.
11. In the event of any ambiguity or conflict between the terms of the Sub-contract and this Agreement, the terms of this Agreement shall prevail.
12. The provisions of this Agreement shall be without prejudice to and shall not be deemed or construed so as to limit or exclude any rights or remedies which the Employer may have against the Sub-contractor whether in tort or otherwise.
13. Nothing contained in this Agreement shall vary or affect the Sub-contractor's rights and obligations under the Sub-contract.
14. The Employer shall be entitled to assign the benefit of this Agreement at any time without the consent of the Sub-contractor being required.
15. All documents arising out of or in connection with this Agreement shall be served:-
 - (1) upon the Employer at []
marked for the attention of [];
and
 - (2) upon the Sub-contractor, at [] Hong Kong.
16. The Employer and the Sub-contractor may change their respective nominated addresses for service of documents to another address in Hong Kong but only by prior written notice to each other. All demands and notices must be in writing.
17. This Agreement shall be governed by and construed in all respects according to the laws for the time being in force in the Hong Kong Special Administrative Region.

18. (1) Any dispute or difference of any kind whatsoever between the Employer and the Sub-contractor arising under out of or in connection with this Agreement shall be referred to arbitration in accordance with the provisions of the Arbitration Ordinance and any such reference shall be deemed to be a submission to arbitration within the meaning of such Ordinance. For the purposes of this Clause 18, "Arbitration Ordinance" means the Arbitration Ordinance (Cap.609) or any statutory modification thereof for the time being in force. All the provisions in Schedule 2 to the Arbitration Ordinance shall apply to any arbitration instituted in accordance with this Clause 18. The Hong Kong International Arbitration Centre Domestic Arbitration Rules (the Arbitration Rules) shall apply to any arbitration instituted in accordance with this Clause 18 unless the parties agree to the contrary. Notwithstanding Article 8.2 and Article 13 of the Arbitration Rules, the place of meetings and hearings in the arbitration shall be Hong Kong Special Administrative Region unless the parties otherwise agree.
- (2) In the event that the Employer is of the opinion that the issues in such a dispute or difference will or may touch upon or concern a dispute or difference arising under out of or in connection with the Contract (the Contract Dispute) then provided that an arbitrator has not already been appointed pursuant to Clause 18(1), the Employer may by notice in writing to the Sub-contractor refer and the Sub-contractor shall be deemed to have consented to refer such dispute or difference to the arbitrator to whom the Contract Dispute has been or will be referred.
- (3) Save as expressly otherwise provided, the arbitrator shall have full power to open up, review and revise any decision, opinion, instruction, notice, order, direction, withholding of approval or consent, determination, certificate, statement of objection, assessment or valuation of the Architect or, as the case may be, the Surveyor as defined in the Contract or the Contractor relating to the dispute or difference.

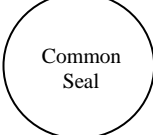
IN WITNESS WHEREOF this Warranty has been executed as a deed by the parties hereto on the date first above written.

*(a) SIGNED, SEALED and DELIVERED)
by [insert name of sole proprietor])
trading as [name of the firm])
in the presence of -)
) *[Signature of the sole* 
) *proprietor]*¹
.....)
[Name])
[Occupation])
[Address])

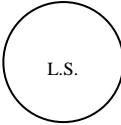
or

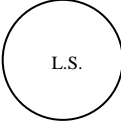
*(b) SIGNED, SEALED and DELIVERED by)
[]² and)
[]²) *[Signature of the* 
being the partners of the Sub-contractor) *individual partner]*¹
in the presence of -)
) *[Signature of the* 
.....) *individual partner]*¹
[Name])
[Occupation])
[Address])

or

*(c) SEALED with the COMMON SEAL of)
[name of Sub-contractor] and SIGNED by)
[] its [director(s) or)
director and secretary or person(s) authorized)
to sign the warranty by its board of directors]³) *[Signature of the* 
in the presence of -) *director(s) etc]*¹
)
.....)
[Name])
[Occupation])
[Address])
)

or

*(d) SIGNED, SEALED and DELIVERED by)
[the Sub-contractor] by [])
his/her/its⁴ attorney under power of attorney)
dated []) *[Signature of the*
in the presence of -) *attorney]*¹ 
)
)
.....)
[Name])
[Occupation])
[Address])

SIGNED, SEALED and DELIVERED by the)
Employer by)
[insert name and appointment of officer])
in the presence of -)
) *[Signature of the*
) *officer]*¹ 
)
.....)
[Name])
[Occupation])
[Address])

- Note:**
- (a) For use where an individual Sub-contractor is a sole proprietor.**
 - (b) For use where an individual Sub-contractor is a partnership and all partners of a firm execute.**
 - (c) For use where a Sub-contractor which is an incorporated company executes under its common seal.**
 - (d) For use where a Sub-contractor, whether a firm or an incorporated company, executes through an attorney.**
- *** **When preparing this document for signature, delete the inappropriate attestation clause options (a), (b), (c), or (d), also delete the guidance wording, lettering and numbers against the remaining appropriate option and the Employer's attestation clause.**

¹ **The italic parts are not part of the execution clause. They are for guidance or information only.**
² **Insert name(s) of partners. Add more names if there are more partners.**
³ **Select the correct expression for use. If none is applicable, insert an appropriate expression.**
⁴ **Delete as appropriate.**

All Guidance Notes above, in bold lettering, should be deleted when preparing this document for signature.

APPENDIX 'SCC.B'

Form of Joint Venture Guarantee

FORM OF JOINT VENTURE GUARANTEE

**THE GOVERNMENT OF
THE HONG KONG SPECIAL ADMINISTRATIVE REGION**

CONTRACT NO. SS T320

TITLE Construction of Local Open Space at Chung Yee Street, Kowloon City District

THIS GUARANTEE is made the [] day of [] []

BETWEEN :

- (1) The Government of the Hong Kong Special Administrative Region ("the Employer"); and
- (2) [] whose registered office is at [] and [] whose registered office is at [] and (hereinafter collectively called "the Guarantors").

WHEREAS

- (A) By a contract between the Employer and [] (hereinafter called "the Contractor") dated [] (hereinafter called "the Contract"), the Employer and the Contractor undertook certain obligations towards each other in relation to the execution and completion of certain works ("the Works") upon the terms and conditions contained in the Contract.
- (B) Pursuant to the terms of the Contract, the Contractor agreed to procure the provision of a guarantee in the terms hereof.
- (C) The Guarantors are shareholders of the Contractor and at the request of the Contractor have agreed to guarantee jointly and severally the due performance of the Contract by the Contractor in the manner hereinafter appearing.

IT IS HEREBY AGREED AS FOLLOWS

1. In consideration of the Employer entering into the Contract with the Contractor, the Guarantors hereby irrevocably and unconditionally guarantee to the Employer as a primary obligation and not as a surety punctual true and faithful performance and observance by the Contractor of the obligations, terms, conditions and liabilities to be performed, observed and assumed by the Contractor under the provisions of the Contract and of any further agreement entered into between the Employer and the Contractor in connection with the Contract and in furtherance of this guarantee irrevocably and unconditionally undertake and guarantee that on demand by the Employer the Guarantors shall perform, observe and assume those obligations, terms, conditions and liabilities.

2. The Guarantors irrevocably and unconditionally indemnify the Employer against all losses, damages, costs and expenses suffered or incurred by the Employer arising by reason of any act, default or omission on the part of the Contractor in the performance, observance and assumption of the Contractor's obligations, terms, conditions and liabilities under the provisions of the Contract and of any further agreement entered into between the Employer and the Contractor in connection with the Contract.
3. The Guarantors irrevocably and unconditionally indemnify the Employer against all losses, damages, costs and expenses suffered or incurred by the Employer arising by reason of any act, default or omission on the part of the Guarantors in the performance and observance of their obligations hereunder.
4. This Guarantee and the Guarantors' obligations hereunder shall remain in full force and effect and shall not be affected or discharged by :-
 - 4.1 any alteration (whether or not made with the Guarantors' consent) to the terms of the Contract made by agreement between the Employer and the Contractor in the extent or nature of the works or services to be carried out thereunder;
 - 4.2 any suspension of the Works or extension of time being given to the Contractor or by any other indulgence or concession to the Contractor or by any forbearance, forgiveness or any other thing done, omitted or neglected to be done under the Contract;
 - 4.3 any other bond, security or guarantee now or hereafter held by the Employer for all or any part of the obligations of the Contractor under the Contract or any release or waiver thereof;
 - 4.4 the voluntary or involuntary liquidation, bankruptcy, dissolution, sale of assets, receivership, general assignment for benefit of creditors, insolvency, reorganisation, arrangement, compensation or other proceedings of or affecting the Contractor or his assets, or any change in the constitution or shareholdings of the Contractor;
 - 4.5 any assignment by the Contractor of any or all of the obligations, terms and conditions to be performed and observed under the Contract whether or not any such assignment has been consented to; and
 - 4.6 without prejudice to the generality of the foregoing any fact or event (whether similar to any of the foregoing or not) which in the absence of this provision can, would or might constitute or afford a legal or equitable discharge or release of or defence to a guarantor, other than the express written release by the Employer of the Guarantors' obligations.

5. The Guarantors shall not on any ground whatsoever claim or recover by the institution of proceedings or the threat of proceedings or otherwise or claim any set-off or counterclaim against the Contractor or prove in competition with the Employer for the recovery of any payment by the Guarantors hereunder or be entitled in competition with the Employer to claim or have the benefit of any security which the Employer holds or may hold for any money or liabilities due or incurred by the Contractor to the Employer and in case the Guarantors receive any sums from the Contractor in respect of any payment by the Guarantors hereunder the Guarantors shall hold such monies in trust for the Employer so long as any sums are payable (contingently or otherwise) hereunder.
6. The Guarantors shall not be released from liability under this Guarantee by reason of the unenforceability, invalidity or termination of the Contract for any reason whatsoever.
7. The Guarantors hereby represent that, with respect to their obligations, liabilities or any other matter under or arising out of or in connection with this Guarantee, neither they nor any of their properties or assets have, in the Hong Kong Special Administrative Region, or in any other jurisdiction, any right of immunity on the grounds of sovereignty or otherwise from any legal action, suit or proceedings; from the giving of relief in any legal action, suit or proceedings; from set-off or counterclaim; from the jurisdiction of any court, in the Hong Kong Special Administrative Region or in any other jurisdiction; from service of process upon them or any agent; from attachment prior to judgment or from execution or any other process for the enforcement of any judgment or other legal process in any jurisdiction; and to the extent that the Guarantors are or become entitled to any immunity as aforesaid, in the Hong Kong Special Administrative Region or in any other jurisdiction in respect of their obligations, liabilities or any other matter under or arising out of or in connection with this Guarantee, they do hereby and will irrevocably and unconditionally waive and agree not to plead or claim any such immunity. The Guarantors further consent to the giving of any relief in any legal action, suit or proceeding and to execution or any other form of process for the enforcement of any judgment against them or their assets.
8. The Guarantors shall be jointly and severally liable for their obligations under this Guarantee and all reference to the Guarantors shall take effect as references to all the Guarantors or any of them.
9. This Guarantee shall be governed by and interpreted in all respects according to the laws for the time being in force in the Hong Kong Special Administrative Region and the Guarantors hereby agree to submit to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region and irrevocably appoint the Contractor to act as their duly appointed agent for acceptance of the service of process.

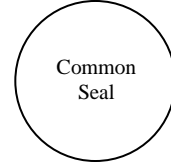
IN WITNESS WHEREOF this Guarantee has been executed as a deed by the Guarantors on the date first above written.

#SEALED with the COMMON SEAL of)
 [the Guarantor] and)
 SIGNED by [] its)
 [director(s) or director/secretary or person(s))
 authorized to sign the guarantee by its board of)
 directors]²)
)

in the presence of:

.....)
 [Name])
 [Occupation])
 [Address])

*[Signature of
the director(s)
etc]¹*

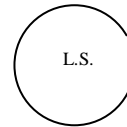


OR

#³SIGNED, SEALED AND DELIVERED by)
 [name of the Guarantor] by [],)
 his/her/its² attorney under power of attorney)
 dated [])
 in the presence of:)

.....)
 [Name])
 [Occupation])
 [Address])

*[Signature of
the attorney]¹*



Select the appropriate form or forms and *repeat for each Guarantor.*
 1 The italic parts are not part of the execution clause. They are for guidance or information only.
 2 Select the correct expression for use. If none is applicable, insert an appropriate expression.
 3 For use where the Guarantor executes by an attorney.

APPENDIX 'SCC.C'

Guidelines on Scope and Contents of Sub-contractor Management Plan

Guidelines on Scope and Contents of Sub-contractor Management Plan referred to in the SCC

- (i) Scope of works to be sub-contracted including the form and extent of sub-contracting arrangement such as labour only, labour and plant, labour and material, plant only, lump sum or any other combination of types. Proof of ownership of construction plant and material should be addressed. The scope of works to be sub-contracted shall comply with the contractual provisions (i.e. the SCC for **Limiting the number of tiers of sub-contracting**).
- (ii) Details of sub-contracts (irrespective of tiers) including the names of sub-contractors, proposed form of sub-contracts and the programme of the sub-contracted works.
- (iii) The Contractor's approach to demand/ensure his sub-contractors to a) abstain from sub-contracting the whole of the works sub-contracted to them, and b) report upwards their sub-contracting arrangement and any subsequent changes with written declarations of no "hidden" sub-contracts for any part of the Works sub-contracted to him.
- (iv) The Contractor's proposed measures for supervision of the works and monitoring of the performance of sub-contractors, particularly the aspects of the works programming, quality and safety of the works and environmental protection.
- (v) Criteria for selection of sub-contractors.
- (vi) The Contractor's approach to ensure all his sub-contractors (irrespective of tiers) to adopt written contracts in their sub-contracting and that all the sub-contracts complied with the requirements as stipulated in the Contract (i.e. SCC for **Sub-contract conditions**).
- (vii) Details of the Contractor's management team, as required in the Contract (i.e. the SCC for **Contractor's Management Team**), employed on direct supervision and management of sub-contractors. An organization chart showing the responsibilities of the Contractor's direct staff in supervision and management of his sub-contractors should be submitted.
- (viii) Declaration that members of staff on the Contractor's management team are prohibited to be given a sub-contract to any part of the Works or to have a vested interest in any of the sub-contractors irrespective of tiers.
- (ix) The Contractor's proposed measures to ensure the compliance with the implementation of the system of payment of wages to the Site Personnel as stipulated in the Contract (i.e. SCC for **Payment of wages of Site Personnel**). The Contractor's proposed measures for ensuring timely payments to sub-contractors and payments by sub-contractors to sub-contractors of lower tiers.

N.B.: The above items are not exhaustive. The Contractor can add any other items, which he considers pertinent to the proper management of his sub-contractors.

APPENDIX 'SCC.D'

Form of Check Certificate

[Reference : Special Conditions of Contract Clauses SCC30A]

CHECK CERTIFICATE [of Contractor's Design]

Form of Certificate to be used by the Independent Design Checker of Contractor's Design where stage certification is neither required nor proposed.

1. We certify that reasonable professional skill and care has been used in the checking of the design (Name of structure or works), being the Contractor's Design for SS T320 (Contract No.) Construction of Local Open Space at Chung Yee Street, Kowloon City District (Project Title), and are satisfied that:

(a) It complies with the design criteria and Specification for the Works detailed in the Contract and the following additions agreed by the Employer:

(i)

(ii)

(List any additions agreed, and Employer's reference)

(b) The Contractor's Design has been accurately translated into the working drawings which have been checked, having regard to good detailing practices. The numbers of the drawings, attached hereto as Certified Working Drawings of Contractor's Design, are:

.....
.....
.....

(Drawing numbers and titles to be listed here)

2. We are satisfied that the construction of
..... (Name of structure or works) can commence.

3. We further certify that we are satisfied that the checking of the Contractor's Design is completed.

Signed
Independent Design Checker of Contractor's Design

.....
.....
(Name and address of Independent Design Checker of Contractor's Design)

Date

[Reference : Special Conditions of Contract Clauses SCC30A]

INTERIM CHECK CERTIFICATE [of Contractor's Design]

Form of Certificate to be used by the Independent Design Checker of Contractor's Design for stage certification of the Contractor's Design.

1. We certify that reasonable professional skill and care has been used in the checking of the design of (Part of the Design) for (Name of structure or works), being part of the Contractor's Design for SS T320 (Contract No.) Construction of Local Open Space at Chung Yee Street, Kowloon City District (Project Title), and are satisfied that:

(a) It complies with the design criteria and Specification for the Works detailed in the Contract and the following additions agreed by the Employer:

(i)

(ii).....

(List any additions agreed and the Employer's reference)

(b) The Contractor's Design has been accurately translated into the working drawings which have been checked, having regard to good detailing practice. The numbers of the drawings, attached hereto as Certified Working Drawings of Contractor's Design, are:

.....
.....
.....

(List drawing numbers and titles)

2. We further certify that we have checked and agreed with the Designer of Contractor's Design the global design of the Contractor's Design for (Name of structure or works), and are satisfied that the construction of that part of the Works of the Contractor's Design detailed in paragraph 1 above can be commenced without detriment to the remainder of the Contractor's Design.

Signed
Independent Design Checker of Contractor's Design

.....
.....

(Name and address of Independent Design Checker of Contractor's Design)

Date

[Reference : Special Conditions of Contract Clauses SCC30A]

FINAL CHECK CERTIFICATE [of Contractor's Design]

Form of Certificate to be used by the Independent Design Checker of Contractor's Design where Interim Check Certificates of Contractor's Design have been issued.

1. We certify that reasonable professional skill and care has been used in the checking of the design of (Name of structure or works), being the Contractor's Design for SS T320 (Contract No.) Construction of Local Open Space at Chung Yee Street, Kowloon City District (Project Title).

2. We certify that the following Interim Check Certificates of Contractor's Design have been issued:
.....
.....
.....
(Certificate No. and date) (Description of the part of the works)

- 3.* We certify that the following amendments to the design and drawings have been checked and agreed by us after the issue of the Interim Check Certificate(s) of Contractor's Design:
.....
.....
.....
(Certificate No. and date) (Drawing No. and description and date of amendment)

- 4.* We certify that the design has been accurately translated into the working drawings which have been checked, having regard to good detailing practices. The numbers of the drawings attached hereto as Certified Working Drawings of Contractor's Design are:
.....
.....
.....
(Drawing Number) (Description or title)(List all drawings)

5. We further certify that we are satisfied that the checking of the Contractor's Design is completed.

Signed
Independent Design Checker of Contractor's Design
.....
.....
(Name and address of Independent Design Checker of Contractor's Design)

Date

* Delete as appropriate.

[Reference : Special Conditions of Contract Clauses SCC30B]

CHECK CERTIFICATE [of Cost Savings Design]

Form of Certificate to be used by the Independent Design Checker of Cost Savings Design where stage certification is neither required nor proposed.

1. We certify that reasonable professional skill and care has been used in the checking of the design (Name of structure or works), being the Cost Savings Design for SS T320 (Contract No.) Construction of Local Open Space at Chung Yee Street, Kowloon City District (Project Title), and are satisfied that:

(a) It complies with the design criteria and Specification for the Works detailed in the Contract and the following additions agreed by the Employer:

(i)

(ii)

(List any additions agreed, and Employer's reference)

(b) The Cost Savings Design has been accurately translated into the working drawings which have been checked, having regard to good detailing practices. The numbers of the drawings, attached hereto as Certified Working Drawings of Cost Savings Design, are:

.....
.....
.....

(Drawing numbers and titles to be listed here)

2. We are satisfied that the construction of
..... (Name of structure or works) can commence.

3. We further certify that we are satisfied that the checking of the Cost Saving Design is completed.

Signed
Independent Design Checker of Cost Savings Design

.....
.....

(Name and address of Independent Design
Checker of Cost Savings Design)

Date

[Reference : Special Conditions of Contract Clauses SCC30B]

INTERIM CHECK CERTIFICATE [of Cost Savings Design]

Form of Certificate to be used by the Independent Design Checker of Cost Savings Design for stage certification of the Cost Savings Design.

1. We certify that reasonable professional skill and care has been used in the checking of the design of (Part of the Design) for (Name of structure or works), being part of the Cost Savings Design for SS T320 (Contract No.) Construction of Local Open Space at Chung Yee Street, Kowloon City District (Project Title), and are satisfied that:

(a) It complies with the design criteria and Specification for the Works detailed in the Contract and the following additions agreed by the Employer:

- (i)
 - (ii)
- (List any additions agreed and the Employer's reference)

(b) The Cost Savings Design has been accurately translated into the working drawings which have been checked, having regard to good detailing practice. The numbers of the drawings, attached hereto as Certified Working Drawings of Cost Savings Design, are:

-
 -
 -
- (List drawing numbers and titles)

2. We further certify that we have checked and agreed with the Designer of Cost Savings Design the global design of the Cost Savings Design for (Name of structure or works), and are satisfied that the construction of that part of the Works of the Cost Savings Design detailed in paragraph 1 above can be commenced without detriment to the remainder of the Cost Savings Design.

Signed
Independent Design Checker of Cost Savings Design

.....
.....
.....
(Name and address of Independent
Design Checker of Cost Savings Design)

Date

[Reference : Special Conditions of Contract Clauses SCC30B]

FINAL CHECK CERTIFICATE [of Cost Savings Design]

Form of Certificate to be used by the Independent Design Checker of Cost Savings Design where Interim Check Certificates of Cost Savings Design have been issued.

1. We certify that reasonable professional skill and care has been used in the checking of the design of (Name of structure or works), being the Cost Savings Design for SS T320 (Contract No.) Construction of Local Open Space at Chung Yee Street, Kowloon City District (Project Title).

2. We certify that the following Interim Check Certificates of Cost Savings Design have been issued:
.....
.....
.....
(Certificate No. and date) (Description of the part of the works)

- 3.* We certify that the following amendments to the design and drawings have been checked and agreed by us after the issue of the Interim Check Certificate(s) of Cost Savings Design:
.....
.....
.....
(Certificate No. and date) (Drawing No. and description and date of amendment)

- 4.* We certify that the design has been accurately translated into the working drawings which have been checked, having regard to good detailing practices. The numbers of the drawings attached hereto as Certified Working Drawings of Cost Savings Design are:
.....
.....
.....
(Drawing Number) (Description or title)(List all drawings)

5. We further certify that we are satisfied that the checking of the Cost Savings Design is completed.

Signed
Independent Design Checker of Cost Savings Design

.....
.....
.....
(Name and address of Independent Design Checker of Cost Savings Design)

Date

* Delete as appropriate.

APPENDIX 'SCC.E'

**Notice of Consent to be the Nominated Permittee and
Agreement to Comply with Conditions in the Permit**

(Address of Authority)

Date

Dear Sir/Madam,

**Notice of consent to be the Nominated Permittee
and Agreement to comply with conditions in the permit**

Pursuant to section 10I of the Land (Miscellaneous Provisions) Ordinance (Cap. 28), we [(Name of Contractor) of (Address of Contractor)]* hereby serve notice giving our consent to the nomination by the Permittee of the ##[Excavation Permit] #[Emergency Excavation Permit] detailed below for us to be the Nominated Permittee in relation to the permit and our agreement to comply with the conditions in the permit, including any ##[extension and] amendment of the permit:

Contract No.: SS T320

##Excavation Permit No/#Emergency Excavation Permit No.:

Permittee:

(Signed for and on behalf of the Contractor)***

Include this where it relates to Emergency Excavation Permit.

Include this where it relates to an Excavation Permit.

* *Where the Contractor comprises two or more persons or companies acting in partnership, joint venture or otherwise, this part in square brackets should be expanded to include the respective names and addresses of such persons or, as the case may be, companies.*

*** *Where the Contractor comprises two or more persons or companies acting in partnership, joint venture or otherwise, all such persons or, as the case may be, companies must sign.*

APPENDIX 'SCC.F'

**Articles of Agreement for Use with a Partnership
or an Unincorporated Joint Venture**

Articles of Agreement (Partnership / Unincorporated Joint Venture)

**THE GOVERNMENT OF
THE HONG KONG SPECIAL ADMINISTRATIVE REGION**

CONTRACT NO. SS T320

TITLE Construction of Local Open Space at Chung Yee Street, Kowloon City District

ARTICLES OF AGREEMENT made and entered into this ____ day of _____ between the Government of the Hong Kong Special Administrative Region (hereinafter referred to as "the Employer") and _____ of _____ and _____ of _____ (a) trading as [name of the unincorporated joint venture] at _____ (hereinafter referred to collectively as "the Contractor").

WHEREAS

- (A) the Employer is desirous of having the Works executed in accordance with the General Conditions of Contract and the Special Conditions of Contract, the Tender and the acceptance thereof by the Employer, the Bills of Quantities or Schedule of Rates, the Drawings and the Specification.
- (B) the Contractor has agreed to execute the Works subject to the terms and conditions hereinafter contained.

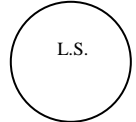
NOW IT IS HEREBY AGREED AS FOLLOWS :

1. In these Articles of Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract and the Special Conditions of Contract (if any) referred to in the tender submitted by the Contractor for Contract No. SS T320 and accepted by the Employer.
2. For the consideration hereinafter contained, the Contractor shall execute the Works to the satisfaction of the Architect in accordance with the General Conditions of Contract and the Special Conditions of Contract, the Tender and the acceptance thereof by the Employer, the Bills of Quantities or Schedule of Rates, the Drawings and the Specification.
3. The Contractor shall execute the Works within the period stipulated in the Contract or within such further time as may be determined by the Architect in accordance with the provisions of the Contract.
4. The Employer shall pay to the Contractor the Final Contract Sum at the times and in the manner specified in the Contract.
5. _____ and _____ (a) each agrees to be jointly and severally bound by the terms of the Contract.

IN WITNESS WHEREOF these Articles of Agreement have been executed as a deed by the parties hereto on the date first above written

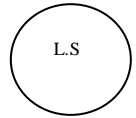
SIGNED, SEALED and DELIVERED by)
the Employer by)
[insert name and appointment of officer])
in the presence of -)
)
.....)
[Name])
[Occupation])
[Address])

*[Signature of the
officer]***



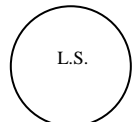
(b) #SIGNED, SEALED and DELIVERED)
by [name of partner/participant] being a)
partner/participant of the [name of the)
partnership/unincorporated joint venture])
in the presence of -)
)
.....)
[Name])
[Occupation])
[Address])

*[Signature of the
individual
partner/
participant]***



(c) #SIGNED, SEALED and DELIVERED by)
[name of a participant] being a participant of the)
[name of the unincorporated joint venture])
by [], his/her/its* attorney under)
power of attorney dated [])
in the presence of -)
)
.....)
[Name])
[Occupation])
[Address])

*[Signature of the
attorney]***



APPENDIX 'SCC.G'

**Declaration Form by Contractor on Compliance
with Ethical Commitments Requirements**

Declaration Form by Contractor on Compliance with Ethical Commitments Requirements

To: **The Surveyor for the Contract**

Contract No. : SS T320

Title : Construction of Local Open Space at Chung Yee Street, Kowloon City District

In accordance with the Special Conditions of Contract Clause SCC80, we confirm that we have complied with the following provisions and have ensured that our directors, employees, sub-contractors and agents are aware of the following provisions:

- (a) Prohibiting our directors, employees, agents and sub-contractors who are involved in this Contract from offering, soliciting or accepting any advantage as defined in section 2 of the Prevention of Bribery Ordinance, Cap 201 when conducting business in connection with this Contract;
- (b) Requiring our directors, employees, agents and sub-contractors who are involved in this Contract to declare in writing to us any conflict or potential conflict between their personal/financial interests and their duties in connection with this Contract. In the event that a conflict or potential conflict is disclosed, we will take such reasonable measures as are necessary to mitigate as far as possible or remove the conflict or potential conflict so disclosed;
- (c) Prohibiting our directors and employees who are involved in this Contract from engaging in any work or employment other than in the performance of this Contract, with or without remuneration, which could create or potentially give rise to a conflict between their personal/financial interests and their duties in connection with this Contract and requiring our sub-contractors to do the same;
- (d) Taking all measures as necessary to protect any confidential/privileged information or data entrusted to us by or on behalf of the Employer from being divulged to a third party other than those allowed in this Contract.

(Name of the Contractor)
(Name of the signatory)
(Position of the Signatory)
(Date)

c.c. **The Architect**

APPENDIX 'SCC.H'

List of Enactments

LIST OF ENACTMENTS

Cap	Ordinance Title
28	Lands (Miscellaneous Provisions) Ordinance
47	Apprenticeship Ordinance
51	Gas Safety Ordinance
53	Antiquities and Monuments Ordinance
56	Boilers and Pressure Vessels Ordinance
59	Factories and Industrial Undertakings Ordinance
95	Fire Services Ordinance
102	Waterworks Ordinance
115	Immigration Ordinance
121	Buildings Ordinance (Application to the New Territories) Ordinance
123	Buildings Ordinance
127	Foreshore and Sea-bed (Reclamations) Ordinance
147	Sand Ordinance
295	Dangerous Goods Ordinance
311	Air Pollution Control Ordinance
313	Shipping and Port Control Ordinance
317	Industrial Training (Construction Industry) Ordinance
327	Lifts and Escalators (Safety) Ordinance
354	Waste Disposal Ordinance
358	Water Pollution Control Ordinance
360	Pneumoconiosis (Compensation) Ordinance
370	Roads (Works, Use and Compensation) Ordinance
400	Noise Control Ordinance
403	Ozone Layer Protection Ordinance
406	Electricity Ordinance
411	Employees' Compensation Insurance Levies Ordinance
446	Land Drainage Ordinance

APPENDIX 'SCC.H' TO
SPECIAL CONDITIONS OF CONTRACT

Cap.	Ordinance Title
466	Dumping at Sea Ordinance
470	Builders' Lifts and Tower Working Platforms (Safety) Ordinance
499	Environmental Impact Assessment Ordinance
509	Occupational Safety and Health Ordinance

APPENDIX 'SCC.I'

Specimen Employment Contract for Site Personnel

Part I – for use in Capital Works Contracts

Specimen Employment Contract

Please read the notes overleaf and then complete the contract properly before providing photocopies for execution by the Employer and the Employee.

Please put a ✓ in the appropriate box.

- * (Please delete as appropriate.)
- ** (If the Employee is required to work at the construction site of the Main Contractor who hires his Employer, details about the Main Contractor must be provided in the supplementary notes.)

Simplified Employment Contract (No: _____)

This contract of employment is entered into between _____ (hereinafter referred to as 'Employer') _____ (address and telephone number of the Employer) and * Mr / Mrs / Ms _____ (hereinafter referred to as 'Employee') on _____ (Please enter the date) [on] [with] the terms and conditions of employment set out below :

- 1. **Commencement of Employment** Effective from _____ (Please enter the date)

- 2. **Probation Period** No / Yes _____ * day(s) / month(s)

- 3. **Position Employed** _____

- 4. **Place of Work**** _____

- 5. **Working Hours** From _____ hours to _____ hours (_____ days per week)

- 6. **Wages**
Basic wages \$ _____ per * day / month / job
 Other allowance(s) _____
(details of criteria and calculation of payment, if any)
Overtime pay At the rate of \$ _____ * per hour / day / job
 At the rate according to * 1 / 1.5 / 2 times of normal wages
Payment of wages & Wage period(s)

<input type="checkbox"/> every day	<u>Payment of wages</u>	<u>Wage Period(s)</u>
<input type="checkbox"/> every month on the _____ day of the month		each day
		From the __ day of *the preceding month/ the month to the __ day of *the preceding month / the month (both dates inclusive)
<input type="checkbox"/> Twice monthly on (i) the __ day and (ii) the __ day of the month		(i) From the __ day of *the preceding month / the month to the __ day of *the preceding month / the month (both dates inclusive) (ii) From the __ day of *the preceding month / the month to the __ day of the month (both dates inclusive)

Part I – for use in Capital Works Contracts

Specimen Employment Contract

In accordance with the Employment Ordinance, wages shall become due on the expiry of the last day of the wage period and shall be paid as soon as practicable but in any case not later than 7 days thereafter.

7. **Termination of Employment Contract** A notice period of _____ * day(s) / month(s) or an equivalent amount of wages in lieu of the notice period.
 During the probation period of _____ * day(s) / month(s), no notice or wages in lieu of notice are required whereas a notice period of _____ * day(s) / month(s) or an equivalent amount of wages for the notice period is to be given after the first month.
8. **Annuity** No Yes: (i) An amount equal to _____ month's/months' *basic / normal wages upon completion of each * calendar / lunar year.
(ii) Payment is to be made on _____.
9. **Mandatory Provident Fund Scheme** According to the Mandatory Provident Fund Schemes Ordinance (the Ordinance), other than exempt persons, the employers must make arrangement for employees aged 18 or above and below 65 to join a registered Mandatory Provident Fund Scheme (the Scheme). When the employee has been enrolled in the Scheme, as required under the Ordinance, the employer must deduct from the employee's income as the employee's mandatory contribution and pay the employer's contribution from the employer's own funds to the Scheme. As required under the Ordinance, an Employer shall make employer's contributions timely to the Scheme for his employee's benefit.
- For the purposes of the Ordinance, 'casual employees' refers to relevant employees who are employed in the catering and construction industries on a day-to-day basis or for a fixed period of less than 60 days.
- The employee *is / is not a casual employee for the purposes of the Ordinance.
10. **Autopay** Payment of wages and annuity, if any, are to be made via autopay through the Employer's designated bank. The Employee may open an account with the Employer's designated bank or any other bank for the purpose of this [autopay] [Clause].
11. **Holidays and Leave** Under the Employment Ordinance and the Employees' Compensation Ordinance, the Employee, if eligible, is entitled to statutory holidays, paid annual leave, sickness allowance, maternity leave, rest days etc and other rights or protection.

Part I – for use in Capital Works Contracts

Specimen Employment Contract

12. Work Arrangements during Typhoon and Rainstorm

The Employee *is / is not required to work when typhoon signal no.8 or above is issued. The wage rate is calculated as: _____.

The Employee is required to resume duty if the typhoon signal no.8 is cancelled not less than _____ hours before end of working hours.

The Employee *is / is not required to work when black rainstorm warning is issued. The wage rate is calculated as: _____.

The Employee is required to resume duty if the black rainstorm warning is cancelled not less than _____ hours before end of working hours.

For guidance concerning other arrangements, please refer to the 'Code of Practice in Times of Typhoons and Rainstorms' issued by the Labour Department.

13. Others

In the event of wage arrears, the Employee is required to notify and report to the Labour Relations Officer on site within 7 working days (excluding Sundays and public holidays) upon the incidence to safeguard his interests.

This contract in duplicate consists of 3 pages. The Employer and the Employee hereby declare that they understand thoroughly the above provisions and further agree to sign to abide by such provisions.

Both Employer and the Employee shall each retain a copy of this contract for future reference.

Chop of the Company (if applicable)

Signature of Employee

Signature of Employer
or Employer's Representative

Name : _____

*Name/Position held : _____

HKID No. : _____

HKID No. : _____

Date : _____

Date : _____

Correspondence Address : _____

Correspondence Address : _____

Telephone No. : _____

Telephone No. : _____

Part I – for use in Capital Works Contracts

Specimen Employment Contract

Supplementary Notes
Information of Main Contractor

Name and address of Main Contractor (Please fill in information of the Main Contractor if the Employee is required to work at the construction site of the Main Contractor who hires his Employer):

(i) _____

Project name and site: _____

Project Commencement Date and Project number (if any): _____
(ii) _____

Project name and site: _____

Project Commencement Date and Project number (if any): _____
(iii) _____

Project name and site: _____

Project Commencement Date and Project number (if any): _____

Notes about Personal Data

Purpose of Collection

- (1) The personal data provided by means of this Employment Contract from the Employee for the use of the attendance recording system on site will be used for the following purposes:-
- (a) regulating fair terms of employment;
 - (b) monitoring and controlling payment of wages;
 - (c) recording and verifying Employee’s attendance records;
 - (d) providing proper record for compensation for employment-related injury;
 - (e) ensuring proper Mandatory Provident Fund contribution;
 - (f) providing proper record for compensation for termination of this Employment Contract; and
 - (g) maintaining proper Employee’s employment records

Part I – for use in Capital Works Contracts

Specimen Employment Contract

Classes of Transferees

- (2) The personal data provided by means of this Employment Contract may be disclosed to :-
- (i) Labour Relations Officer(s) on the construction site;
 - (ii) personnel in relevant Government Bureaux/Departments handling matters in relation to the above purposes but not limiting to Labour Department and Immigration Department;
 - (iii) Mandatory Provident Fund Schemes Authority;
 - (iv) Approved trustees by Mandatory Provident Fund Schemes Authority
 - (v) the smart-card supplier and the officers in operation of the smart-card system for maintaining an attendance recording system on site;
 - (vi) the Employer of the Project;
 - (vii) the Architect/ Surveyor/ Supervising Officer appointed by the Employer of the Project and the Architect's/ Surveyor's/ Supervising Officer's Representatives and
 - (viii) the Main Contractor and the major sub-contractors of the Project

for the purposes mentioned in paragraph (1) above.

Consequences

- (3) The collection of the aforementioned personal data is obligatory and will be used for the purposes mentioned in paragraph (1) above. The consequences of the Employee's failure to provide the data may result in the Employee's rights being prejudiced in any future employment disputes with the Employer and that the Employee's access to the construction site may be denied.

Access to Personal Data and Enquiries

- (4) Under the Personal Data (Privacy) Ordinance, Employees have the right to request access to or correction of the personal data provided to the Employer. Employees can contact _____

(Name and Address)

Part I – for use in Capital Works Contracts

Specimen Employment Contract

僱傭合約樣本

請先閱讀合約附註及有關說明並填妥合約後影印，然後由僱傭雙方簽署作實

請在適當的方格內填上✓號

* (請將不適用者刪去)

** (如僱員在僱主所屬的大判工程地點工作，必須於附註內填寫有關總承判商 (大判) 的資料)

簡易僱傭合約 (編號： _____)

本僱傭合約由 _____ (以下簡稱「僱主」)
_____ (「僱主」地址及電話)
與 _____ *先生/女士 (以下簡稱「僱員」) 於 _____
_____ (請填上日期) 訂立，雙方同意遵守下列僱傭條款：

1. **受僱日期** 由 _____ 起生效 (請填上日期)
2. **試用期** 無 有，試用期為 _____ * 天/月
3. **受僱職位** _____
4. **工作地點**** _____
5. **工作時間** 每天由 _____ 時至 _____ 時 (每星期 _____ 天)
6. **工資**
基本薪金 每 *天/月/件 \$ _____
 其他津貼 _____
(請詳細說明支付條件、計算方法等)
超時工作工資 工資按 * 每小時/每天/每件 \$ _____ 計算
 工資按正常工資 * 1 倍/ 1.5 倍/ 2 倍計算
支付工資及 支付工資 工資期
工資期
 每日支付 每日
 於每月 ____ 日支付 由 * 上一個/當月 ____ 日起，直至 * 上一個/當月 ____ 日 (包括首尾兩天)
 每月兩次
(i) 於每月 ____ 日支 (i) 由 * 上一個/當月 ____ 日起，直至 * 上一個/當月 ____ 日 (包括首尾兩天) 付及
(ii) 於每月 ____ 日支 (ii) 由 * 上一個/當月 ____ 日起，直至當月 ____ 日 (包括首尾兩天) 付

Part I – for use in Capital Works Contracts

Specimen Employment Contract

僱傭合約樣本

根據《僱傭條例》的規定，工資在工資期最後一天完結時即到期支付，須在切實可行範圍內盡快支付，但在任何情況下不得遲於工資期屆滿後7天支付。

7. **終止僱傭合約** 給予對方通知期為 _____ *天/月，或支付對方相等於通知期的工資的代通知金
 試用期為 _____ *天/月，試用期的第壹個月內，無需給予通知或代通知金，第壹個月後，通知期為 _____ *天/月，或支付對方相等於通知期的工資
8. **年終酬金** 無 有： (i) 僱員每服務滿壹*公/農曆年，可領取_____個月*基本薪金/正常工資
(ii) 支付日期為 _____
9. **強制性公積金** 根據《強制性公積金計劃條例》的規定，除獲豁免人士外，僱主必須安排18歲或以上至65歲以下的僱員登記成為強制性公積金計劃（簡稱「強積金計劃」）成員。在僱員登記成為強積金計劃成員後，僱主必須從僱員入息中扣除法例規定的款額作為僱員的強制性供款部份，及用其本身的資金向該計劃作出僱主的強制性供款部份，並依照法例的規定準時為僱員向該計劃供款。

就《強制性公積金計劃條例》而言，「臨時僱員」指從事建造業或飲食業，及受僱於該等行業並由僱主按日僱用或僱用一段少於60日的固定期間的有關僱員。

就《強制性公積金計劃條例》而言，僱員 *屬/不屬 臨時僱員。
10. **銀行自動轉賬** 僱員的所有工資及年終酬金（如有）均由僱主安排在僱主指定銀行直接自動轉帳。僱員可選擇在僱主的指定銀行開設戶口或其他銀行開設戶口作自動轉賬用。
11. **假期福利** 按《僱傭條例》、《僱員補償條例》，僱員如符合有關規定，可享有法定假日、有薪年假、疾病津貼、產假和休息日等福利，及其他權益或保障。
12. **颱風或暴雨警告下工作安排** 當八號或以上風球生效時，僱員*需要/ 無需上班，工資計算方法是：_____。當八號或以上風球於下班前不少於 _____ 小時前取消，僱員需要上班。
當黑色暴雨警告生效時，僱員*需要/ 無需上班，工資計算方法是：_____。
當黑色暴雨警告於下班前不少於 _____ 小時前取消，僱員需要上班。
有關其它安排請參照勞工處刊物「颱風及暴雨警告下的工作守則」為準。
13. **其他** 為保障僱員的利益，如有任何欠薪的問題，僱員必須在欠薪日起7個工作天內（星期日及公眾假期除外）向地盤的勞資關係主任匯報及備案。

Part I – for use in Capital Works Contracts

Specimen Employment Contract

僱傭合約樣本

此合約為一式兩份，共三張紙。僱主及僱員均清楚明白上述各項內容，並同意簽署作實。

雙方須各自保存合約壹份文本作日後參考之用。

公司印鑑（如適用）

僱員簽署

僱主或其代表簽署

姓名 : _____

*姓名/名稱及職位 : _____

香港身份證號碼 : _____

香港身份證號碼 : _____

日期 : _____

日期 : _____

聯絡地址 : _____

聯絡地址 : _____

聯絡電話 : _____

聯絡電話 : _____

Part I – for use in Capital Works Contracts

Specimen Employment Contract

僱傭合約樣本

附註
總承判商（大判）資料

總承判商(大判)名稱及地址(如僱員在僱主所屬的大判工程地點工作，請填寫有關大判的資料):

(i) _____

工程名稱及地點: _____

工程開展日期及工程編號 (如有): _____

(ii) _____

工程名稱及地點: _____

工程開展日期及工程編號 (如有): _____

(iii) _____

工程名稱及地點: _____

工程開展日期及工程編號 (如有): _____

個人資料的說明

收集目的

- (1) 在本僱傭合約內僱員所提供的個人資料，以及其後向僱員收集供出勤記錄系統用的其本人生物特徵資料(手掌大小和形狀)，將作下列用途：
- (a) 規管公平的僱用條款；
 - (b) 監察和管制工資的繳付；
 - (c) 記錄和核實僱員的出勤記錄；
 - (d) 為工傷賠償提供準確記錄；
 - (e) 確保妥為繳付強制性公積金供款；
 - (f) 為終止本僱傭合約而須繳付的賠償提供準確記錄；以及
 - (g) 備存妥善的僱員就業記錄。

獲轉交資料的部門和人士

- (2) 僱主或會向以下部門和人士披露僱員在本僱傭合約所提供的個人資料：
- (i) 駐工地的勞資關係主任；
 - (ii) 處理與上述用途有關事宜a的政府決策局／部門，不限於勞工處和入境事務處；
 - (iii) 強制性公積金計劃管理局；
 - (iv) 獲強制性公積金計劃管理局核准的受託人；
 - (v) 智能卡供應商和在工地以智能卡系統備存出勤記錄的系統操作人員；
 - (vi) 工程的僱主；
 - (vii) 工程的僱主所委派的工程師／建築師／測量師／監督主任和工程師／建築師／測量師／監督主任的代表；以及
 - (viii) 工程的總承建商和主要分包商。

以作上文第(1)段所述的用途。

Part I – for use in Capital Works Contracts

Specimen Employment Contract

僱傭合約樣本

後果

- (3) 僱主必須收集上述個人資料，有關資料將會作上文第(1)段所述的用途。僱員如不提供上述資料，日後與僱主發生僱傭糾紛時，其權益可能會受損；而僱員亦可能會被拒進入工地。

查閱個人資料及查詢

- (4) 根據《個人資料(私隱)條例》，僱員有權要求查閱或更改已向僱主提供的個人資料。僱員可聯絡

(姓名及地址)

APPENDIX 'SCC.J'

Specimen Personal Accident Insurance Policy for Self-employed Workers

Specimen Personal Accident Insurance Policy for Self-employed Workers

Policy Number :
Class of Insurance : PERSONAL ACCIDENT
The Insured :
Period of Insurance : From to
Insured Person/Life :
Insured
Profession/Occupation :
Class :
Designated Beneficiary :
Premium :
(This Policy is subject to a minimum premium of HKD400)
Geographical Limits : Hong Kong Special Administrative Region

TABLE OF BENEFITS (PART 1)

BODILY INJURY caused by violent accidental external and visible means which injury shall within 12 calendar months of its happening solely and independently of any other cause result in:

- | | | |
|----|---|----------------------|
| A. | Death of Insured Person | HK\$1,000,000.00 |
| B. | Permanent Disablement not followed within 12 calendar months of bodily injury by death of the insured Person. (The percentages as stated in Table of Benefits (part 2) of | HK\$1,000,000.00 |
| C. | Temporary Total Disablement preventing the Insured Person from attending to or following his usual profession or occupation. Compensation for such disablement at the rate of | not Covered per week |
| D. | Medical Expenses reasonably and necessarily incurred by the Insured Person subject to a limit in respect of Any One Accident of | not Covered |

This Policy is subject to Clause(s) attached hereto:
PA14(a), PA14(b), PA15

Remark: -

Signed at Hong Kong on

For and on behalf of

Specimen Personal Accident Insurance Policy for Self-employed Workers

Policy Number :
Class of Insurance : PERSONAL ACCIDENT

CLAUSES

Clauses attached to and forming part of Policy.
(Unless Expressly Mentioned in the Policy Schedule Hereto the Clauses Enumerated Below Form No Part of the Terms and Conditions of this Policy)

PA14(A) - TERRORISM EXCLUSION CLAUSE FOR CONTAMINATION AND EXPLOSIVES

It is agreed that, regardless of any contributory causes, this insurance does not cover any loss, damage, cost or expense directly or indirectly arising out of

- (a) biological or chemical contamination
- (b) missiles, bombs, grenades, explosives

due to any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological, or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

For the purpose of (a) "contamination" means the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

PA14(b) - WAR AND TERRORISM EXCLUSION

Notwithstanding any provision to the contrary, within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever name directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

- (1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (2) any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also exclude loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.

Specimen Personal Accident Insurance Policy for Self-employed Workers

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary, shall be upon the Insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

PA15 - MEMORANDUM

It is hereby noted and agreed that this policy does not pay compensation for that the Insured person or life insured works in a non XYZ Company or non XYZ Company construction site(s).

(Other Clause(s) please refer to Policy for details.)

Specimen Personal Accident Insurance Policy for Self-employed Workers

TABLE OF BENEFITS (PART 2) PERMANENT DISABLEMENT	
Description of Disablement	Percentage of the Sum Specified in Benefit B of Table of Benefits (Part 1)
Loss of two limbs	100%
Loss of both hands, or of all fingers and both thumbs	100%
Total loss of sight of both eyes	100%
Total paralysis	100%
Injuries resulting in being permanently bedridden	100%
Any other injury causing permanent total disablement	100%
Loss of arm at shoulder	100%
Loss of arm between shoulder and elbow	100%
Loss of arm at elbow	100%
Loss of arm between elbow and wrist	100%
Loss of hand at wrist	100%
Loss of leg	100%
- at hip	100%
between knee and hip	100%
below knee	100%
Eye: Loss of	100%
- whole eye	100%
- sight of	100%
sight of, except perception of light	50%
- lens of	50%
Loss of four fingers and thumb of one hand	50%
Loss of four fingers	40%
Loss of thumb	25%
- both phalanges	10%
- one phalanx	10%
Loss of index finger	10%
- three phalanges	8%
two phalanges	4%
one phalanx	6%
Loss of middle finger	6%
- three phalanges	4%
two phalanges	2%
one phalanx	5%
Loss of ring finger	5%
- three phalanges	4%
two phalanges	2%
one phalanx	4%
Loss of little finger	4%
- three phalanges	3%
two phalanges	2%
one phalanx	3%
Loss of metacarpals	3%
- first or second (additional)	2%
- third, fourth or fifth (additional)	15%
Loss of toes	15%
- all	5%
great, both phalanges	2%
great, one phalanx	1%
other than great, if more than one toe lost, each	75%
Loss of hearing	15%
- both ears	
- one ear	

Specimen Personal Accident Insurance Policy for Self-employed Workers

PERSONAL ACCIDENT POLICY

WHEREAS the Insured described in the Schedule hereto following the profession or occupation stated in the Schedule being desirous of insuring in the manner hereinafter mentioned with XYZ COMPANY. (hereinafter called "the Company") has made a proposal and signed a declaration dated as stated in the Schedule which proposal and declaration it is agreed shall be the basis of the contract for the Insurance hereby intended to be made and incorporated herein and has paid to the Company the Premium stated in the Schedule as a consideration for the Insurance for the period stated therein.

NOW THIS POLICY OF INSURANCE WITNESSETH that if during the Period of Insurance the Insured Person shall sustain bodily injury caused by violent accidental external and visible means which injury shall be solely and independently of any other cause result in the Insured Person's death or disablement as hereinafter defined or necessitate medical expenses as hereinafter defined the Company will subject to the terms provisos exclusions and conditions of and endorsed on this Policy (which terms provisos exclusions and conditions shall so far as the nature of them respectively will permit be deemed conditions precedent to the right to recover under this Policy) pay to the Insured or in the event of death to the Insured's legal personal representatives the sum or sums of money specified in the Tables of Benefits.

DEFINITIONS

- (a) "Benefits" means the items of payments and their respective amounts/limits specified in the Schedule as applicable to each Insured Person for Insurance under this Policy.
- (b) "Insured" means the person so specified in the Schedule in whose name and for whose benefit the Policy is issued.
- (c) "Insured Person" means the person so specified in the Schedule against whose accidental bodily injury the Company subject to the terms and conditions of this Policy pays the specified Benefits to the Insured.
- (d) "Medical Expenses" means the cost of medical surgical or other remedial attention treatment or appliances given or prescribed by a qualified registered medical practitioner and all hospital nursing home and ambulance charges.

Specimen Personal Accident Insurance Policy for Self-employed Workers

PROVISOS

- (a) Compensation under Benefit A shall not be payable in addition to Benefit B if caused by the same accident of bodily injury except that if a payment has been made under any part of Benefit B and death subsequently occurs solely caused by and within 12 calendar months of said bodily injury and where the compensation payable for Benefit A is greater than has been paid under Benefit B, the Company shall pay the difference.
- (b) Permanent total loss of use of member shall be treated as loss of member.
- (c)
 - (i) No amount shall be payable for any specific part of Benefit B where a greater amount is payable for another part of Benefit B which includes the specific part.
 - (ii) Where any permanent disablement is not as specified in Benefit B Scale, the Company shall adopt a percentage of Permanent Disablement, which in the sole opinion of its medical advisers is not inconsistent with the provisions of Benefit B Scale and without regard to the Insured Person's profession or occupation.
 - (iii) The aggregate of all Permanent Disablement percentages payable in respect of any one accident of bodily injury shall not exceed 100%.
 - (iv) No payment shall be made under Benefit B unless satisfactory proof is provided to the Company that the disablement of the Insured Person has continued for a period of 12 consecutive calendar months after the date of bodily injury and will in all probability continue for the remainder of the Insured Person's life.
- (d)
 - (i) Compensation under Benefit C shall not be payable for any period of time subsequent to the death of the Insured Person or subsequent to the Company's written notification to the Insured that compensation becomes payable under any part of Benefit B. Where the Insured and the Company cannot immediately agree the amount of compensation payable under Benefit B, payment of Benefit C shall nevertheless cease from the date of such notification.
 - (ii) Compensation under Benefit C shall not be payable for a longer period than 104 weeks in respect of any one injury calculated from the date the Insured was first examined by a duly qualified Medical Practitioner.
- (e) Compensation under Benefit D shall not be payable if the Insured Person is entitled to indemnity under any other insurance policy or from any other source provided that the Company shall not be relieved of its liability, under Benefit D so far as concerns any excess beyond the amount payable under such other insurance or indemnity.
- (f) If the Insured Person is missing for not less than 12 consecutive months and sufficient evidence is provided to the Company that the Insured Person can reasonably be presumed to have sustained accidental bodily injury resulting in death, Benefit A shall become payable, provided that if the Insured Person is subsequently found to be living, such Benefit A payment shall be forthwith refunded to the Company.

Specimen Personal Accident Insurance Policy for Self-employed Workers

CONDITION

- (a) This Policy and the Schedule shall be read together and any word or expression to which a specific meaning has been attached in any part of the Policy or of the Schedule shall bear such meaning wherever it may appear.
- (b) No alteration of this Policy will be held valid unless the same is signed or initialed by an authorized Official or Agent of the Company.
- (c) Written notice shall be given to the Company, without unnecessary delay but in any event within three weeks of the occurrence of the injury, in respect of which a claim is to be made.
- (d) All certificates information and evidence required by the Company shall be furnished at the expense of the Insured or the Insured's legal personal representatives and shall be in such form and of such nature as the Company may prescribe. The Insured as often as required shall submit to medical examination on behalf of the Company as its own expense in respect of any alleged bodily injury. The Company shall in the event of the death of the Insured be entitled to have a post mortem examination at its own expense. The Insured shall as soon as possible after the occurrence of any injury obtain and follow the advice of a duly qualified medical practitioner and the Company shall not be liable for any consequences arising by reason of the Insured's failure to obtain or follow such advice and use such appliances or remedies as may be prescribed.
- (e) The Insured shall give notice in writing to the Company of any change in the Insured's address or profession or occupation or of the effecting of other insurances except Coupon against accident disease or sickness and on tendering any premium for the renewal of this Policy shall give notice in writing to the Company of any sickness disease physical defect or infirmity with which the Insured has become affected or of which the Insured has become aware since the payment of the preceding premium.
- (f) Any fraud, mis-statement, or concealment either in the proposal on which this insurance is based or in relation to any other matter affecting this insurance or in connection with the making of any claim hereunder shall render this Policy null and void and all claims hereunder shall be forfeited.
- (g) The Company shall not be bound to accept any renewal of this Policy or to send any notice of the renewal premium becoming due. The Policy shall not be renewable after the period of Insurance during which the Insured attains the age of sixty-five years. The Company may at any time give notice to the Insured to terminate this Policy forthwith without prejudice to the rights of the Insured in respect of prior injury provided that the Company return to the Insured the then last premium paid by the Insured less a pro rata part thereof for the period of the year for which the Policy has been in force. Notice to be given by the Company may be given personally to the Insured in writing or sent by registered post addressed to the Insured at the Insured's last address known to the Company and any such notice shall be deemed to have been received by the Insured at the time when the same would be delivered in the ordinary course of post. By like notice to the Company the Insured may at any time cancel this policy in which case the Company will retain the customary short period rate for the time the Policy has been in force.

Specimen Personal Accident Insurance Policy for Self-employed Workers

- (h) All difference arising out of this Policy shall be referred to the decision of an Arbitrator to appointed in writing by the parties in difference of if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against the Company. The Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

- (i) This Policy is subject to the jurisdiction of Hong Kong Special Administrative Region and is to be construed according to the laws of Hong Kong Special Administrative Region.

IMPORTANT NOTICE : According to Insurance Policy conditions, the Insured must immediately notify the Company of any change in the Insured person's employment, occupation, duties or other pursuits which may result in an increased likelihood of being involved in an accident.

Specimen Personal Accident Insurance Policy for Self-employed Workers

EXCLUSION

This Policy does not pay compensation for:

- (a) INJURY or consequences thereof occasioned by or happening through: -
 - (i) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, military or usurped power, riots, strikes, military or popular rising,
 - (ii) nuclear weapons material, ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, and for the purpose of this Exclusion (a)(ii) combustion shall include any self-sustaining process of nuclear fission,
 - (iii) suicide or attempted suicide, the Insured Person's own criminal act, intended self-injury, willful exposure to needless peril except in an attempt to save human life, pregnancy or childbirth, venereal disease, insanity or Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC),
 - (iv) the Insured Person is under the influence of intoxicating alcohol or drugs (unless taken according to proper medical prescription and direction and not for treatment of drug addiction),
 - (v) acts of terrorism committed by a person or persons acting on behalf of or in connection with any organization. For the purpose of this Exclusion, "terrorism" means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear.

- (b) INJURY caused by the Insured Person engaging in or practicing for: -
 - (i) parachuting,
 - (ii) hang gliding,
 - (iii) hunting,
 - (iv) ice hockey,
 - (v) polo playing,
 - (vi) winter sports,
 - (vii) any kind of race (other than on foot or swimming) or trial of speed or reliability,
 - (viii) potholing, mountaineering or rock climbing necessitating the use of guides or ropes,
 - (ix) underwater activities necessitating the use of compressed air or gas,
 - (x) motor cycling (as driver or passenger),
 - (xi) sports in a professional capacity.

- (c) INJURY caused by the Insured Person engaging in service or duty with the Police or any armed force or Fire Service of any country.

- (d) INJURY occurring whilst the Insured Person is travelling in an aircraft.

APPENDIX 'SCC.K'

**Guidelines on Documentary Proof to Demonstrate the Compliance
of the Provisions in the Sub-contractor Management Plan**

**Guidelines on Documentary Proof to Demonstrate the Compliance of the Provisions
in the Sub-contractor Management Plan**

[Reference: Special Conditions of Contract Clause SCC77 (Management of sub-contractors)]

- (i) Architect should base on their professional judgment in selecting samples of sub-contract document/ report for documentary proof.
- (ii) Documentary proof should be limited to relevant information for the demonstration of the compliance of the provisions in the submitted SMP i.e. information as stipulated in the Guidelines on Scope and Contents of the Sub-contractor Management Plan at Appendix SCC.C to these Special Conditions of Contract.
- (iii) Documentary proof should exclude sensitive commercial information such as price, payment conditions, bills of quantity etc.