- (b) We will indemnify the Employer against all extra costs that may be incurred by non-performance of the Sub-Contract Works, by late completion of the Sub-Contract Works or by any breach of these warranties.
- (c) We have exercised and will exercise all reasonable skill and care in :-
 - (i) the design of the Sub-Contract Works insofar as the Sub-Contract Works have been or will be designed by us; and
 - (ii) the selection of materials and goods for the Sub-Contract Works insofar as such materials and goods have been or will be selected by us.
- (d) We will comply with and satisfy any performance specification or requirements insofar as such performance specification or requirements are included or referred to in the Tender Documents and/or our Tender as part of the description of the Sub-Contract Works.
- (e) We will supply the Architect and or Contractor with such information as either may reasonably require and at such times that the Contractor shall not be delayed in completing the Main Contract Works by the Completion Date by our failure to supply such information or by delay on our part, provided always that no liability shall arise in respect of such delay on our part until we have accepted the Contractor's order in respect of the Sub-Contract Works.
- (f) Nothing in our Tender shall operate to exclude or limit our liability for breach of the warranties set out herein.
- (g) We will obtain a surety bond in the form set out in Schedule 1 of the Sub-Contract with the requisite changes in wording to reflect that the bond is to be given by the Nominated Sub-Contractor to the Employer instead of to the Contractor. This bond will be duly executed under seal by an approved insurance company or bank, acknowledging that the insurance company or the bank is jointly and severally bound with us to the Employer in the sum of 10% of the Sub-Contract Sum (rounded up the nearest thousand dollars) against breach of the warranties hereof.

The words and expressions used in this Deed of Warranty shall have the same meaning as in the Contract and the Sub-Contract.

SIGNED, SEALED AND DELIVERED by the)	(Note 1)
Sub-Contractor in the presence of :-)	
(Signature of witness))))	
)	
(Name and occupation of witness))	
OR		
THE COMMON SEAL of the Sub-Contractor)	(Note 2)
was hereunto affixed in the presence of :-)	
(Signature of witness))))	
<u> </u>)	
(Name and occupation of witness))	
OR		
SIGNED, SEALED AND DELIVERED for)	(Note 3)
and on behalf of and as lawful)	
attorney of the Sub-Contractor)	
under Power of Attorney dated))	
by))	
)	
in the presence of :-)	
(Signature of witness))	

- Notes (1) For use in the case of a sole proprietor or where all partners of a firm execute.
 - (2) For use in the case of a limited company executing under its common seal.
 - (3) For use in the case of a firm or a limited company executing through an attorney.

SCHEDULE 3

FORM OF WARRANTY TO BE GIVEN BY THE NOMINATED SUPPLIER TO THE EMPLOYER IN CONSIDERATION OF NOMINATION

This DEED OF WARRANTY is granted to
('the Employer') in respect of
('the Main Contract Works') which are to be carried out by
('the Contractor') under the terms of the Contract between the Employer and the Contractor
dated or the letter of acceptance
dated of the Contractor's tender dated
* and
In respect of our Tender for
the Supply Contract materials, goods, equipment and other things ('the Goods') which are intended to be incorporated in the Main Contract Works under a Nominated Supply Contract ('the Supply Contract').
We
('the Nominated Supplier') warrant that in consideration of your instructing the Architect to nominate us as the Nominated Supplier for the Goods:-
(a) We will commence and complete the delivery of the Goods and perform all the services specified, in accordance with the terms of the Supply Contract.
* delete as appropriate

- (b) We will indemnify the Employer against all extra costs that may be incurred by non-performance of the Supply Contract, by late delivery of the Goods or by any breach of these warranties.
- (c) We have exercised and will exercise all reasonable skill and care in :-
 - (i) the design of the Goods insofar as the Goods have been or will be designed by us; and
 - (ii) the selection of materials, goods and equipment for the Supply Contract insofar as such materials, goods and equipment have been or will be selected by us.
- (d) We will comply with and satisfy any performance specification or requirements insofar as such performance specification or requirements are included or referred to in the Tender Documents and/or our Tender as part of the description of the Supply Contract.
- (e) We will supply the Architect and/or Contractor with such information as either may reasonably require and at such times that the Contractor shall not be delayed in completing the Main Contract Works by the Completion Date by our failure to supply such information or by delay on our part, provided always that no liability shall arise in respect of such delay on our part until we have accepted the Contractor's order in respect of the Supply Contract.
- (f) Nothing in our Tender shall operate to exclude or limit our liability for breach of the warranties set out herein.
- (g) We will obtain a surety bond in the form set out in Schedule 1 of the Supply Contract with the requisite changes in wording to reflect that the bond is to be given by the Nominated Supplier to the Employer instead of to the Contractor. This bond will be duly executed under seal by an approved insurance company or bank, acknowledging that the insurance company or the bank is jointly and severally bound with us to the Employer in the sum of 10% of the Supply Contract Sum (rounded up the nearest thousand dollars) against breach of the warranties hereof.

The words and expressions used in this Deed of Warranty shall have the same meaning as in the Contract and the Supply Contract.

SIGNED, SEALED AND DELIVERED by the)	(Note 1)
Supplier in the presence of :-)	
(Signature of witness))	
)	
(Name and occupation of witness))	
OR		
THE COMMON SEAL of the Supplier)	(Note 2)
was hereunto affixed in the presence of :-)	
(Signature of witness))	
)	
(Name and occupation of witness))	
OR		
SIGNED, SEALED AND DELIVERED for)	(Note 3)
and on behalf of and as lawful)	
attorney of the Supplier)	
under Power of Attorney dated)	
by)	
)	
in the presence of :-)))	
(Signature of witness)))	

Notes (1) For use in the case of a sole proprietor or where all partners of a firm execute.

- (2) For use in the case of a limited company executing under its common seal.
- (3) For use in the case of a firm or a limited company executing through an attorney.

Index to the General Conditions

	Clause
Acceptance, letter of	1.6 & 5.1
Access for persons engaged by the Employer	4.3(4) & 30.2
Access for the Architect to the Site and places of	
manufacture	11
Access to the Site for statutory undertakers or utility	
companies	6.4 & 31
Access, variation concerning restriction of	1.6 & 13.1(1)
Additional costs of work by others	4.3(3)
Additional payment for delay recovery measures	26.3(2)(b)
Additional payment for direct loss and expense	27.2(1), 27.4(1)-(3),
	29.2(7), 32.2(3)(k),
	32.7(3)(h) & 32.9(1)(3)
Additional payment, notice of claims for	27.1, 27.4 & 28
Additional work, rules of valuation of	13.4(8)
Additions as variations	1.6
Alterations as variations	1.6
Alternative materials and goods	8.1(3)
Ambiguities in documents	2.4
Antiquities	25.1(3)(k), 27.1(2)(f),
	30.2(4) & 34
Appointment of arbitrator	41.4(3)-(5)
Appointment of mediator	41.3(3)
Arbitration	41.4 – 41.7
Arbitrator	41.6
Architect	1.6
Architect's consent required before determination of	
Nominated Sub-Contract or Nominated Supply	
Contract	29.14
Architect's duties and power, delegation of	1.7(1) & 12.2
Architect's instructions	1.6, 4 & 6.2
Architect's representative	2.2, 12
Articles of Agreement	1.3, 1.4 & 1.6,
	5.1(1)(a) & 39(1)
As-built drawings	5.12(1)
Assignment by Contractor of sub-contractor's	
and supplier's warranties etc.	5.11 & 29.3

Clause

Assignment by parties of their of rights and obligations under	
the Contract	1.7, 1.11(1),
	2.1(1)(d) & 19
Assignment of warranties etc to Employer	
upon determination	35.4(7), 36.3(5) &
	37.3(5)
Bankruptcy or insolvency of Contractor	35.2
Bankruptcy or insolvency of Employer	36.2
Best endeavours	25.1(4)(a) & 34.1(a)
Bills of quantities	1.6, 5.3(c), 5.4, 5.5,
	5.9(c), 13.8(b) & 14
Black Rainstorm Warning	[*] 25.1(3)(c)
Bond	22.2(f) & 33
Care of the Works	2.1(1)(h) & 22.7
Census and Statistics Department	13.4(2)
Certificate, Defects Rectification	1.6, 4.1, 17.4, 17.5,
	17.7, 18.3 & 21.1(2)
Certificate, Final	32.8 - 32.12
Certificate, Interim	16(1), 29.7 & 32.1
Certificate, Substantial Completion	1.6, 5.11(2), 5.12(1),
	17.1 & 17.4(6)
Certificate, substantial completion of Nominated	
Sub-Contract works	00.40
	29.10
Certificates and payments	29.10 32
Certificates and payments Claims, Contractor's notices and records	
	32
Claims, Contractor's notices and records	32 27.1(1) & 28.2(3)
Claims, Contractor's notices and records	32 27.1(1) & 28.2(3) 27.4 12.1
Claims, Contractor's notices and records	32 27.1(1) & 28.2(3) 27.4 12.1
Claims, Contractor's notices and records	32 27.1(1) & 28.2(3) 27.4 12.1 1.6, 2.1(1)(h), 21.1(2),
Claims, Contractor's notices and records	32 27.1(1) & 28.2(3) 27.4 12.1 1.6, 2.1(1)(h), 21.1(2), 21.4, 22.4(1), 23.2,
Claims, Contractor's notices and records	32 27.1(1) & 28.2(3) 27.4 12.1 1.6, 2.1(1)(h), 21.1(2), 21.4, 22.4(1), 23.2, 23.3(b), 25.1(j),
Claims, Contractor's notices and records	32 27.1(1) & 28.2(3) 27.4 12.1 1.6, 2.1(1)(h), 21.1(2), 21.4, 22.4(1), 23.2, 23.3(b), 25.1(j), 27.1(2)(e) & 32.1(1)
Claims, Contractor's notices and records	32 27.1(1) & 28.2(3) 27.4 12.1 1.6, 2.1(1)(h), 21.1(2), 21.4, 22.4(1), 23.2, 23.3(b), 25.1(j), 27.1(2)(e) & 32.1(1) 1.9 39
Claims, Contractor's notices and records	32 27.1(1) & 28.2(3) 27.4 12.1 1.6, 2.1(1)(h), 21.1(2), 21.4, 22.4(1), 23.2, 23.3(b), 25.1(j), 27.1(2)(e) & 32.1(1) 1.9 39
Claims, Contractor's notices and records	32 27.1(1) & 28.2(3) 27.4 12.1 1.6, 2.1(1)(h), 21.1(2), 21.4, 22.4(1), 23.2, 23.3(b), 25.1(j), 27.1(2)(e) & 32.1(1) 1.9 39 1.6, 3.1(1)(a), 3.2(1)(a),
Claims, Contractor's notices and records	32 27.1(1) & 28.2(3) 27.4 12.1 1.6, 2.1(1)(h), 21.1(2), 21.4, 22.4(1), 23.2, 23.3(b), 25.1(j), 27.1(2)(e) & 32.1(1) 1.9 39 1.6, 3.1(1)(a), 3.2(1)(a), 23.2, 24.1-24.3, 25,
Claims, Contractor's notices and records	32 27.1(1) & 28.2(3) 27.4 12.1 1.6, 2.1(1)(h), 21.1(2), 21.4, 22.4(1), 23.2, 23.3(b), 25.1(j), 27.1(2)(e) & 32.1(1) 1.9 39 1.6, 3.1(1)(a), 3.2(1)(a), 23.2, 24.1-24.3, 25, 29.10(3) & 38.2
Claims, Contractor's notices and records	32 27.1(1) & 28.2(3) 27.4 12.1 1.6, 2.1(1)(h), 21.1(2), 21.4, 22.4(1), 23.2, 23.3(b), 25.1(j), 27.1(2)(e) & 32.1(1) 1.9 39 1.6, 3.1(1)(a), 3.2(1)(a), 23.2, 24.1-24.3, 25, 29.10(3) & 38.2 29.9
Claims, Contractor's notices and records	32 27.1(1) & 28.2(3) 27.4 12.1 1.6, 2.1(1)(h), 21.1(2), 21.4, 22.4(1), 23.2, 23.3(b), 25.1(j), 27.1(2)(e) & 32.1(1) 1.9 39 1.6, 3.1(1)(a), 3.2(1)(a), 23.2, 24.1-24.3, 25, 29.10(3) & 38.2 29.9 5.11(2), 5.12(1) & 17
Claims, Contractor's notices and records	32 27.1(1) & 28.2(3) 27.4 12.1 1.6, 2.1(1)(h), 21.1(2), 21.4, 22.4(1), 23.2, 23.3(b), 25.1(j), 27.1(2)(e) & 32.1(1) 1.9 39 1.6, 3.1(1)(a), 3.2(1)(a), 23.2, 24.1-24.3, 25, 29.10(3) & 38.2 29.9 5.11(2), 5.12(1) & 17 25

Completion, Substantial	17 & 18
Completion, time for	23.2
Compliance with Statutory Requirements	6
Condition precedent	28.3, 32.6(4) & 40(2)
Consent, Architect's, to determination of Nominated	
Sub-Contract or Nominated Supply Contract	29.14
Construction manager	10.2
Contract Bills	1.6, 2.4(1)(c), 5.1(1)(e),
	5.1(2), 5.5, 5.13(2),
	6.3(2)(b), 8.2(3)(a),
	13.4(1)(c) & 14
Contract Drawings	1.6, 2.4, 5, 25.1(3),
	25.3(5) & 27.1(2)
Contract governed by Laws of Hong Kong	1.1, 5.1(2)(a), 6.3(2),
	7(2) & 8.1(3)(a)
Contract Sum	15 & 32
Contract, documents forming	5.1
Contractor to give notice of injury	
Contractor to return possession of Site to Employer	, ,
upon determination	35.4(3), 36.3(4) & 37.3(4)
Contractor's confirmation of variation	
Contractor's design responsibility	2.1 & 29.6
Contractor's interim statements	
Contractor's obligations	2
Contractor's responsibility	
Contractor's responsibility for Nominated Sub-Contractors	
and Nominated Suppliers	29.6
Contractor's right of objection to nomination	
Contractor's site management team	
Contractor's skill and care	
Contractors' All Risks Insurance of the Works	21.2, 22, 22A-22C &
	37.1
Cost of tests	8.2(3), 27.1, 32.2(3) &
	32.7(3)
Damage to property	20, 21 & 22.2(j)
Damage to the Works	2.1(1) & 22.2
Damage to the Works, Excepted Risks	1.6 & 2.1(1)(h)
Damages, liquidated and ascertained	
Date for Possession of the Site	
Date of Substantial Completion	24.2 & 25.3
Daywork	

Deductibles, insurance	21.3 & 22.5
Default or determination, notice of sent by special delivery	1.10
Defects Liability Period	17.1-17.2 & 18.2
Defects Rectification Certificate	4.1, 17.4, 18.3, 21.1(2),
	32.5(4) & 32.9(1)
Defects Rectification Certificate, Employer's other rights and	
remedies after	17.7
Defects, rectification of	8.4, 17.3 & 18.3
Definitions	1.6
Definitions and interpretation	1
Delay and disruption to the progress of the Works	13.4(9) & 27
Delay recovery measures	26
Delay, first and second notices of	25.3(2)-(3)
Delay, liquidated damages for	
Delegation of the Architect's duties and powers	1.7 & 12.2
Delivery of notice of default or determination	1.10
Descriptive schedules	5.3-5.6 & 5.9-5.10
Design responsibility	2.1 & 29.6
Designated Representatives	41
Determination	35-37
Determination of Nominated Sub-Contract or	
Nominated Supply Contract, Architect's consent to	29.14
Determination, notice of	1.10
Direct loss and/or expense	27
Direct payment to Nominated Sub-Contractors	
and Suppliers	29.8
Discrepancies in documents	2.4 & 25.1(3)(f)
Dismissal of Contractor's agents or employees	8.5
Disputes, settlement of	41
Divergence in documents	2.4, 25.1(3)(f) &
	27.1(2)(a)
Documents forming the Contract	3.3 & 5
Documents to be read as a whole	1.5
Domestic Arbitration Rules	41.4(5)
Domestic Sub-Contractor	1.6, 2.1 & 19.2(f)
Drawings	2.1(1)(f), 5.1, 5.3(b),
	5.10 & 7
Drawings, as-built	5.12
Drawings, co-ordination	2.1
Drawings, electronic copies	5.8
Drawings, return of	5.10

Drawings, shop	. 2.1(f)
Duties and powers of the Architect's representative	* * *
Early final payment to Nominated Sub-Contractor or	
Nominated Supplier	. 29.12
Emergency work	
Effect of Architect's certificates	• • •
Employees' compensation insurance	. 21.1
Employer's other rights and remedies regarding	
defective work	. 17.7
Employer's power to recover damages	. 40
Engagement of other persons to carry out	
Contractor's Work	4.3(3)
Engineer	• • •
Errors in Contract Bills	
Errors in Contract Sum	
Errors in quantities	
Errors in setting out	
Excepted Risks	1.6, 2.1(1) & 25.1(3)
Expense, direct loss and/or	
Extension of time	
Failure to complete	24.1 & 29.11
Failure to comply with Architect's instruction, remedy	4.3(3), 17.3(4)
	& 35.1
Failure to insure	21.5, 22A.2, 22B.2 &
	22C.3
Faulty material, removal and replacement	8.3(a)
Fees or charges	6.3, 6.4, 9.3(1), 22.2(b)
	& 32.2(3)(j)
Final account	32.6, 32.8-32.9,
	35.5-35.7, 36.3-36.6
	& 37.4-37.5
Final account, period for completion	32.6
Final Certificate	1.6, 4.1, 5.10, 24.2(2) &
	32.8 - 32.12
Final settlement	32.9(1), 35.4(10), 35.6,
	36.6 & 37.5
Fluctuations	38
Force majeure	25.1(3)(a)
Form of Tender	1.6 & 5.1(1)(b)
Fossils	34.1-34.2
Further drawings, details, descriptive schedules, etc	2.4(1)(f) & 5.6

General Conditions, reference to clauses in	1.3
General holidays	1.6 & 39(3)
Governing law	1.1
Government department	25.1(3)
Granting extension of time for completion	25.3(6)-(8), 26.4 &
	29.9
Gross valuation of the work in progress	32.1-32.2 & 32.4
Guarantee from insurance company or bank	33.1
Hearing of disputes, commencement of	41.5(2)
Holidays, general	1.6
Hong Kong Institute of Architects	41.3(2) & 41.4(2)
Hong Kong Institute of Surveyors	41.3(2) & 41.4(2)
Hong Kong International Arbitration Centre	41.3(3) & 41.4
Hong Kong Observatory	25.1(3)
Inclement weather	25.1(3)
Indemnity by the Contractor	20 & 21.6
Indemnity by the Nominated Sub-Contractor and	
Nominated Supplier	29.12(1)(c)
Injury to persons and damage to property	20 & 21
Injury, notice of	21.1(3)
Insolvency of Contractor	35.2
Insolvency of Employer	36.2
Inspection and testing of materials and workmanship	8.2
Instruction for expenditure of Prime Cost Sum	29.1(d)
Instructions, Architect's	4
Insurance against injury to persons or property	21
Insurance of existing building	22C & 37.1(a)
Insurance of the Works	22
Insurance to be in joint names	21.1(1), 21.2(1) &
	22.4(1)
Insurance, Contractors' All Risks	22, 22.5 & 37.1
Insurance, deductibles	21.3 & 22.5
Insurance, employees' compensation	21.1
Insurance, third party liability	21.2
Insure, failure to	21.5, 22A.2, 22B.2 &
	22C.3
Intellectual property rights	9
Interest on late payment	32.13
Interest on refund of liquidated and ascertained damages	24.3

Interference with issue of certificate	36.1(b)
Interim Certificates	1.6, 2.2(d), 15(1), 16(1),
	29.7, 29.8 & 32.1
Interim particulars of claims	25.2 & 28.2
Interim payments	29.7
Interim statements, Contractor's	32.1(4)
Interpretations, definitions and	1
Judgment debt rate	24.3 & 32.13
Late payment	32.13
Laws of Hong Kong, Contract governed by	· · · · · · · · · · · · · · · · · · ·
Letter of acceptance	1 & 5.1
Levels and setting out	7
Liability, defects	17
Liability, Employer's, to Nominated Sub-Contractor or	
Nominated Supplier	29.15
Limit of indemnity	21.2(4)
Limits on ordering Variations	4.1 & 13.1
Limits to use of documents	5.13
Liquidated and ascertained damages	18.4, 24.2, 35.5-35.7 &
	40
Listed events	25.1-25.3
Loss and/or expense	27
Lump sum adjustment to Contract Bills, allowance to be	
made in Valuations	13.4(5)
Maintenance manuals	5.11(1)
Maintenance of equipment	2.1(1)(g)
Making good defects	8.4, 17.3 & 18.3
Manager, construction	10.2
Master programme	3
Materials and goods, alternative	8.1
Materials and goods, intellectual property in	9.2
Materials and goods, on or off-site	16
Materials and workmanship, inspection and testing	8.2
Materials, goods, workmanship and work	8
Materials, removal of	8.3, 35.4(4), 36.3(3) &
	37.3(3)
Measurement	14.2
Measurement on site, Contractor's right to be present	13.6
Mediation	41.3
Method of Measurement	14.2
Method Statement	3.1(1) & 3.3

Nominated Sub-Contract or Nominated Supply Contract	
- extension of time	1.6, 25.1(3), 29.9 &
	29.11
- determination or termination only with Architect's consent	29.14
- discrepancy between documents	32.4 & 32.5
- retention	5.2, 5.4, 5.5, 5.6 & 5.9
- Contract documents	5.4 & 5.9
Nominated Sub-Contract, substantial completion	29.10
Nominated Sub-Contractor or Nominated Supplier	
- Contractor's responsibility for	29.6
- delay caused by	25.1(3)(m)
- delay caused by re-nomination	25.1(3)(o)
- direct payment to	29.8
- early final payment to	29.12
- Employer's liability to	29.15
- generally	29
- interim payment to	29.7(c)
 to be given copy of any notice of delay and new 	
Completion Date	25.6(1)
- payment	29.7, 29.8 & 29.12
- re-nomination of	29.13
- materials and goods, valuation of	13.8
- warranty	29.3
Nominated Sub-Contractor's	
- claim for additional payment for Direct loss and/or expense	27.4(2)-(3)
- valuation of work	13.8
Nomination, Contractor's right of objection to	29.2(1)
Notice of accident or injury to workmen	21.1(3)
Notice of claims for additional payment	27.1, 27.4 & 28
Notice of default	35.1(1), 35.1(2),
	35.3, 36.1(1) & 36.1(2)
Notice of delay	25.1 & 25.2(2)
Notices, generally	1.9 & 39
Notices, special delivery of	
	39, 40, 41.3(1) & 41.4
Objection to enter into sub-contract or supply contract	29.2 & 29.13(5)
Obligations, Contractor's	
Obligations, unfulfilled	
Omissions as variation	
Opening up for inspection	
	27.1(2)(b)

Oral instruction	4.2 & 13.1(3)
Ordering variations, limitations	4.1 & 13.1
Other persons to carry out Contractor's work	4.3(3), 13.1(1)
	& 17.3
Other persons, facilities for	6.4(2) & 31
Other rights and remedies retained after the issue of	
the Defects Rectification Certificate	17.7
Partial possession of the Works by Employer	18
Payment for direct loss and expense	32.2(3), 32.4(1),
	32.7(3)(i) & 32.9(1)(d)
Payment for direct loss and expense caused by	
Nominated Sub-Contractor or Nominated Supplier	29.2(7)
Payment of interest	24.3 & 32.13
Payment of Retention Money	18.2(c), 22.6(3),
	32.4(1), 32.5,
	36.3(8) & 37.3(7)
Payment on certificate	32.1(2)
Payment, certificates and	32
Payments to Nominated Sub-contractors and	
Nominated Suppliers	29.7, 29.8 & 29.12
Payments, interim	32
Performance specification	8.1(2) & 9.2
Peril, Specified	17.3(1), 17.6, 18.2(b),
	18.5 & 37.1(1)(a)
Period for completion of final account	32.6
Person engaged by Employer	30
Person for whom the Contractor is responsible	1.6
Persons and property, injury or damage to	20 & 21
Plant, liability for loss or damage	22.2
Plant, removal of	36.4(1)(d) & 37.4(4)(d)
Possession of the Site	23.1 & 23.3
Possession of the Site upon determination	35.4(3), 36.3(4) &
	37.3(4)
Postponement or suspension	23.3, 25.1(3) & 27.1(2)
Power, arbitrator's	41.6
Power, to recover damages, Employer's	40
Preventative work	4.4
Prime Cost Sums	1.6, 25, 27.1(2),
	29.1, 29.4, 32.2 &
	32.7
Production of vouchers and the like	13.4(2)(b)

Programme to be submitted	3.2 & 25
Progress, delay or disruption to	27
Progress, rate of	25.5
Provision of Drawings	5.3 – 5.9
Provisional Items	1.6, 13 & 32.7(2)(c)
Provisional Quantities	1.6 & 13
Provisional Sums	6.3(2), 13 & 29.1(b)
Provisional Sums and Prime Cost Sums, use of	29.1(1)(d)
Qualifying event	27.1, 27.3 & 32.9(1)(d)
Quality of materials, goods and workmanship and tests	8
Quality, standards and types	8.1
Quantities generally	14
Quantity Surveyor	5, 13-14, 26-27,
	29-30, 32 & 35-37
Rainfall	
Rate of progress	25.5
Record of labour, plant and materials	13.4(2)
Recovery of money due to the Employer	40
Rectifying defects	8.4, 17.3(1), 17.5(2),
	18.3, 29.12(3),
	32.2(4) & 32.7(2)
Reduction of liquidated damages	24.3
Remedy on Contractor's failure to carry out work	
required by the Architect to be carried out	4.3, 17.3(4), 35.1 &
	35.4(5)
Remedy on failure to insure	` '
· · · · · · · · · · · · · · · · · · ·	22C.3
Removal and replacement of unsatisfactory material	
and work	8.3
Removal of Contractor's employees	8.5
Removal of plant on termination	
	37.3(3)
Re-nomination	, ,
Requirements to be reasonable	
Responsibility of the Contractor for acts and defaults	1.11(2)
of sub-contractors and suppliers	29.6
Responsibility, Contractor's	
Retention, Calculation of	
Retention, Limit of	
notonion, Limit of	
	& 32.4(2)

37.3(7) Retention Money, Release of 18.2, 32.5(2), 36.3(6) & 37.3(7) Retention, Percentage 1.6 & 32.4 Retention, Percentage 1.6 & 32.4 Retention, Rules 32.5 Return of liquidation damages 24.3 Review of extensions granted 25.3 Right of objection to nomination, Contractor's 29.2 Risks, Excepted 1.6 Role of the Engineer 1.7 Royalities 9 Rules of valuing variations 13.4 Safety and security of the Works 4.4, 35.3 & 37.2 Schedule of defects 1.8 Section of the Works 1.8 Section of the Works 1.8 Sectional Completion 1.8, 17.2(1), 17.5(1),	Retention Money, payment	18.2(c), 32.5, 36.3(8) &
37.3(7) Retention, Percentage 1.6 & 32.4 Retention, Rules 32.5 Return of liquidation damages 24.3 Review of extensions granted 25.3 Right of objection to nomination, Contractor's 29.2 Risks, Excepted 1.6 Role of the Engineer 1.7 Royalties 9 Rules of valuing variations 13.4 Safety and security of the Works 4.4, 35.3 & 37.2 Schedule of defects 17.3 Section of the Works 18.1(1), 18.4, 22.4(2) & 23.2 Sequence of work, Contractor to submit programme 3.1(2)(a) Service of notices, generally 1.9 & 39 Setting-out 3.1 & 4.4 + 4.1.7 Settlement of disputes, arbitration 41.4 + 41.7 Settlement of disputes, mediation 41.3 Singular, plural, masculine and feminine 1.2 Site management team, Contractor's 2.3 Special delivery 23.1 & 23.3 Skill and care, Contractor's 2.3 Special delivery 2.3 Sepoil delivery 2.3 Sepoil delivery 2.3 Sepoil delivery 2.3 Settlement of disputes, mediation 41.3 Singular, plural, masculine and feminine 1.2 Site management team, Contractor's 2.3 Special delivery of notice of default or determination 1.6, 2.1(1), 6, 25.1(3), 27.1(2)(0, 30.1(a), 8.30.2 Special delivery of notice of default or determination 1.6, 2.1(1), 6, 25.1(3), 27.1(2)(0, 30.1(a), 8.30.2 Specified Peril 1.6, 17.3(1), 17.6, 18.2(b), 18.5, 22C.1, 25.1(3), 8.37.1 25.1(3), 8.37.1		37.3(7)
Retention, Percentage 1.6 & 32.4 Retention, Rules 32.5 Return of liquidation damages 24.3 Review of extensions granted 25.3 Right of objection to nomination, Contractor's 29.2 Risks, Excepted 1.6 Role of the Engineer 1.7 Royalties 9 Rules of valuing variations 13.4 Safety and security of the Works 4.4, 35.3 & 37.2 Schedule of defects 17.3 Section of the Works 1.8 Sectional Completion 1.8, 17.2(1), 17.5(1), 18.1(1), 18.4, 22.4(2) & 23.2 Sequence of work, Contractor to submit programme 3.1(2)(a) Service of notices, generally 1.9 & 39 Service of notices, special delivery 1.10, 5.15 & 39 Setting-out 7 Settlement of disputes, arbitration 41.4 - 41.7 Settlement of disputes, mediation 41.1 - 41.2 Settlement of disputes, mediation 41.3 Singular, plural, masculine and feminine 1.2 Site possession of 23.1 & 23.3 Skill and care, Contractor's <	Retention Money, Release of	18.2, 32.5(2), 36.3(8) &
Retention, Rules 32.5 Return of liquidation damages 24.3 Review of extensions granted 25.3 Right of objection to nomination, Contractor's 29.2 Risks, Excepted 1.6 Role of the Engineer 1.7 Royalties 9 Rules of valuing variations 13.4 Safety and security of the Works 4.4, 35.3 & 37.2 Schedule of defects 17.3 Section of the Works 1.8 Sectional Completion 1.8, 17.2(1), 17.5(1), 18.1(1), 18.4, 22.4(2) & 23.2 Sequence of work, Contractor to submit programme 3.1(2)(a) Service of notices, generally 1.9 & 39 Service of notices, special delivery 1.10, 5.15 & 39 Settling-out 7 Settlement of disputes, arbitration 41.4 - 41.7 Settlement of disputes, mediation 41.1 - 41.2 Settlement of disputes, mediation 41.3 Singular, plural, masculine and feminine 1.2 Site, possession of 23.1 & 23.3 Skill and care, Contractor's 1.6 Special delivery of notice of default or		37.3(7)
Return of liquidation damages 24.3 Review of extensions granted 25.3 Right of objection to nomination, Contractor's 29.2 Risks, Excepted 1.6 Role of the Engineer 1.7 Royalties 9 Rules of valuing variations 13.4 Safety and security of the Works 4.4, 35.3 & 37.2 Schedule of defects 17.3 Section of the Works 1.8 Sectional Completion 1.8, 17.2(1), 17.5(1), 17.5(1), 18.1(1), 18.4, 22.4(2) & 23.2 Sequence of work, Contractor to submit programme 3.1(2)(a) Service of notices, generally 1.9 & 39 Service of notices, special delivery 1.10, 5.15 & 39 Setting-out 7 Settlement of disputes, arbitration 41.4 - 41.7 Settlement of disputes, arbitration 41.4 - 41.2 Settlement of disputes, mediation 41.3 Singular, plural, masculine and feminine 1.2 Site management team, Contractor's 2.3 Special delivery of notice of default or determination 1.10 Special delivery of notice of default or determination	Retention, Percentage	1.6 & 32.4
Review of extensions granted 25.3 Right of objection to nomination, Contractor's 29.2 Risks, Excepted 1.6 Role of the Engineer 1.7 Royalties 9 Rules of valuing variations 13.4 Safety and security of the Works 4.4, 35.3 & 37.2 Schedule of defects 17.3 Section of the Works 1.8 Sectional Completion 1.8, 17.2(1), 17.5(1), 18.1(1), 18.4, 22.4(2) & 23.2 Sequence of work, Contractor to submit programme 3.1(2)(a) Service of notices, generally 1.9 & 39 Service of notices, special delivery 1.10, 5.15 & 39 Setting-out 7 Settlement of disputes, arbitration 41.4 - 41.7 Settlement of disputes, Designated Representatives 41.1 - 41.2 Settlement of disputes, mediation 41.3 Singular, plural, masculine and feminine 1.2 Site management team, Contractor's 2.3 Skill and care, Contractor's 2.3 Special delivery of notice of default or determination 1.6, 2.1(1), 6, 25.1(3), 27.1(2)(0), 30.1(a) & 30.2 Specified Peril	Retention, Rules	32.5
Right of objection to nomination, Contractor's 29.2 Risks, Excepted 1.6 Role of the Engineer 1.7 Royalties 9 Rules of valuing variations 13.4 Safety and security of the Works 4.4, 35.3 & 37.2 Schedule of defects 17.3 Section of the Works 1.8 Sectional Completion 1.8, 17.2(1), 17.5(1), 18.1(1), 18.4, 22.4(2) & 23.2 Sequence of work, Contractor to submit programme 3.1(2)(a) Service of notices, generally 1.9 & 39 Service of notices, special delivery 1.10, 5.15 & 39 Setting-out 7 Settlement of disputes, arbitration 41.4 - 41.7 Settlement of disputes, Designated Representatives 41.1 - 41.2 Settlement of disputes, mediation 41.3 Singular, plural, masculine and feminine 1.2 Site management team, Contractor's 2.3 Special delivery of notice of default or determination 1.10 Special delivery of notice of default or determination 1.6, 2.1(1), 6, 25.1(3), 27.1(2)(0), 30.1(a) & 30.2 Specified Peril 1.6, 17.3(1), 17.6, 18.2(b), 18.5, 22C.1, 25.1(3	Return of liquidation damages	24.3
Risks, Excepted 1.6 Role of the Engineer 1.7 Royalties 9 Rules of valuing variations 13.4 Safety and security of the Works 4.4, 35.3 & 37.2 Schedule of defects 17.3 Section of the Works 1.8 Sectional Completion 1.8, 17.2(1), 17.5(1), 18.1(1), 18.4, 22.4(2) & 23.2 Sequence of work, Contractor to submit programme 3.1(2)(a) Service of notices, generally 1.9 & 39 Service of notices, special delivery 1.10, 5.15 & 39 Settling-out 7 Settlement of disputes, arbitration 41.4 - 41.7 Settlement of disputes, Designated Representatives 41.1 - 41.2 Settlement of disputes, mediation 41.3 Singular, plural, masculine and feminine 1.2 Site management team, Contractor's 10 Site, possession of 23.1 & 23.3 Skill and care, Contractor's 2.3 Special delivery of notice of default or determination 1.10 Specialist Contractors 1.6, 2.1(1), 6, 25.1(3), 27.1(2)(0, 30.1(a) & 30.2 Specified Peril 1.6, 17.3(1), 17.6, 18.2(b), 18.5, 22C.1, 25.1(3), 25.1(3), 25.1(3), 25.1(3), 25.1(3), 25.1(3	Review of extensions granted	25.3
Role of the Engineer 1.7 Royalties 9 Rules of valuing variations 13.4 Safety and security of the Works 4.4, 35.3 & 37.2 Schedule of defects 17.3 Section of the Works 1.8 Sectional Completion 1.8, 17.2(1), 17.5(1), 18.1(1), 18.4, 22.4(2) & 23.2 Sequence of work, Contractor to submit programme 3.1(2)(a) Service of notices, generally 1.9 & 39 Service of notices, special delivery 1.10, 5.15 & 39 Settling-out 7 Settlement of disputes, arbitration 41.4 - 41.7 Settlement of disputes, Designated Representatives 41.1 - 41.2 Settlement of disputes, mediation 41.3 Singular, plural, masculine and feminine 1.2 Site management team, Contractor's 10 Site, possession of 23.1 & 23.3 Skill and care, Contractor's 2.3 Special delivery of notice of default or determination 1.6, 2.1(1), 6, 25.1(3), 27.1(2)(0, 30.1(a) & 30.2 Specified Peril 1.6, 17.3(1), 17.6, 18.2(b), 18.5, 22C.1, 25.1(3), 25.1(3) & 37.1	Right of objection to nomination, Contractor's	29.2
Royalties 9 Rules of valuing variations 13.4 Safety and security of the Works 4.4, 35.3 & 37.2 Schedule of defects 17.3 Section of the Works 1.8 Sectional Completion 1.8, 17.2(1), 17.5(1), 17.5(1), 18.1(1), 18.4, 22.4(2) & 23.2 Sequence of work, Contractor to submit programme 3.1(2)(a) Service of notices, generally 1.9 & 39 Service of notices, special delivery 1.10, 5.15 & 39 Settling-out 7 Settlement of disputes, arbitration 41.4 - 41.7 Settlement of disputes, arbitration 41.4 - 41.7 Settlement of disputes, mediation 41.3 Singular, plural, masculine and feminine 1.2 Site management team, Contractor's 10 Site, possession of 23.1 & 23.3 Skill and care, Contractor's 2.3 Special delivery of notice of default or determination 1.6, 2.1(1), 6, 25.1(3), 27.1(2)(0, 30.1(a) & 30.2 Specified Peril 1.6, 17.3(1), 17.6, 18.2(b), 18.5, 22C.1, 25.1(3) & 37.1 Specified Peril 1.6, 17.3(1), 17.6, 18.2(b), 18.5, 22C.1, 25.1(3) & 37.1	Risks, Excepted	1.6
Rules of valuing variations 13.4 Safety and security of the Works 4.4, 35.3 & 37.2 Schedule of defects 17.3 Section of the Works 1.8 Sectional Completion 1.8, 17.2(1), 17.5(1), 17.5(1), 18.1(1), 18.4, 22.4(2) & 23.2 Sequence of work, Contractor to submit programme 3.1(2)(a) Service of notices, generally 1.9 & 39 Service of notices, special delivery 1.10, 5.15 & 39 Setting-out 7 Settlement of disputes, arbitration 41.4 - 41.7 Settlement of disputes, Designated Representatives 41.1 - 41.2 Settlement of disputes, mediation 41.3 Singular, plural, masculine and feminine 1.2 Site management team, Contractor's 10 Site, possession of 23.1 & 23.3 Skill and care, Contractor's 2.3 Special delivery of notice of default or determination 1.6, 2.1(1), 6, 25.1(3), 27.1(2)(0), 30.1(a) & 30.2 Specified Peril 1.6, 17.3(1), 17.6, 18.2(b), 18.5, 22C.1, 25.1(3),	Role of the Engineer	1.7
Safety and security of the Works 4.4, 35.3 & 37.2 Schedule of defects 17.3 Section of the Works 1.8 Sectional Completion 1.8, 17.2(1), 17.5(1), 18.1(1), 18.4, 22.4(2) & 23.2 Sequence of work, Contractor to submit programme 3.1(2)(a) Service of notices, generally 1.9 & 39 Service of notices, special delivery 1.10, 5.15 & 39 Setting-out 7 Settlement of disputes, arbitration 41.4 - 41.7 Settlement of disputes, Designated Representatives 41.1 - 41.2 Settlement of disputes, mediation 41.3 Singular, plural, masculine and feminine 1.2 Site management team, Contractor's 10 Site, possession of 23.1 & 23.3 Skill and care, Contractor's 2.3 Special delivery of notice of default or determination 1.6, 2.1(1), 6, 25.1(3), 27.1(2)(0), 30.1(a) & 30.2 Specified Peril 1.6, 17.3(1), 17.6, 18.2(b), 18.5, 22C.1, 25.1(3) & 37.1	Royalties	9
Schedule of defects 17.3 Section of the Works 1.8 Sectional Completion 1.8, 17.2(1), 17.5(1), 17.5(1), 18.1(1), 18.4, 22.4(2) & 23.2 Sequence of work, Contractor to submit programme 3.1(2)(a) Service of notices, generally 1.9 & 39 Service of notices, special delivery 1.10, 5.15 & 39 Setting-out 7 Settlement of disputes, arbitration 41.4 - 41.7 Settlement of disputes, Designated Representatives 41.1 - 41.2 Settlement of disputes, mediation 41.3 Singular, plural, masculine and feminine 1.2 Site management team, Contractor's 10 Site, possession of 23.1 & 23.3 Skill and care, Contractor's 2.3 Special delivery of notice of default or determination 1.10 Specialist Contractors 1.6, 2.1(1), 6, 25.1(3), 27.1(2)(i), 30.1(a) & 30.2 Specified Peril 1.6, 17.3(1), 17.6, 18.2(b), 18.5, 22C.1, 25.1(3), 8.37.1 Specified Seril 1.5, 17.3(1), 17.6, 18.2(b), 18.5, 22C.1, 25.1(3), 8.37.1	Rules of valuing variations	13.4
Section of the Works 1.8 Sectional Completion 1.8, 17.2(1), 17.5(1), 18.1(1), 18.4, 22.4(2) & 23.2 Sequence of work, Contractor to submit programme 3.1(2)(a) Service of notices, generally 1.9 & 39 Service of notices, special delivery 1.10, 5.15 & 39 Setting-out 7 Settlement of disputes, arbitration 41.4 - 41.7 Settlement of disputes, Designated Representatives 41.1 - 41.2 Settlement of disputes, mediation 41.3 Singular, plural, masculine and feminine 1.2 Site management team, Contractor's 10 Site, possession of 23.1 & 23.3 Skill and care, Contractor's 2.3 Special delivery of notice of default or determination 1.10 Specialist Contractors 1.6, 2.1(1), 6, 25.1(3), 27.1(2)(i), 30.1(a) & 30.2 Specified Peril 1.6, 17.3(1), 17.6, 18.2(b), 18.5, 22C.1, 25.1(3), 8.37.1	Safety and security of the Works	4.4, 35.3 & 37.2
Sectional Completion 1.8, 17.2(1), 17.5(1), 18.1(1), 18.4, 22.4(2) & 23.2 Sequence of work, Contractor to submit programme 3.1(2)(a) Service of notices, generally 1.9 & 39 Service of notices, special delivery 1.10, 5.15 & 39 Setting-out 7 Settlement of disputes, arbitration 41.4 - 41.7 Settlement of disputes, mediation 41.1 - 41.2 Settlement of disputes, mediation 41.3 Singular, plural, masculine and feminine 1.2 Site management team, Contractor's 10 Site, possession of 23.1 & 23.3 Skill and care, Contractor's 2.3 Special delivery of notice of default or determination 1.10 Specialist Contractors 1.6, 2.1(1), 6, 25.1(3), 27.1(2)(0, 30.1(a) & 30.2 Specified Peril 1.6, 17.3(1), 17.6, 18.2(b), 18.5, 22C.1, 25.1(3), 8.37.1 Specified Peril 1.6, 17.3(1), 17.6, 18.2(b), 18.5, 22C.1, 25.1(3), 25.1(3), 25.1(3), 8.37.1	Schedule of defects	17.3
18.1(1), 18.4, 22.4(2) & 23.2	Section of the Works	1.8
23.2 Sequence of work, Contractor to submit programme 3.1(2)(a) Service of notices, generally 1.9 & 39 Service of notices, special delivery 1.10, 5.15 & 39 Setting-out 7 Settlement of disputes, arbitration 41.4 - 41.7 Settlement of disputes, Designated Representatives 41.1 - 41.2 Settlement of disputes, mediation 41.3 Singular, plural, masculine and feminine 1.2 Site management team, Contractor's 10 Site, possession of 23.1 & 23.3 Skill and care, Contractor's 2.3 Special delivery of notice of default or determination 1.10 Specialist Contractors 1.6, 2.1(1), 6, 25.1(3), 27.1(2)(i), 30.1(a) & 30.2 Specified Peril 1.6, 17.3(1), 17.6, 18.2(b), 18.5, 22C.1, 25.1(3), 25	Sectional Completion	1.8, 17.2(1), 17.5(1),
Sequence of work, Contractor to submit programme 3.1(2)(a) Service of notices, generally 1.9 & 39 Service of notices, special delivery 1.10, 5.15 & 39 Setting-out 7 Settlement of disputes, arbitration 41.4 - 41.7 Settlement of disputes, Designated Representatives 41.1 - 41.2 Settlement of disputes, mediation 41.3 Singular, plural, masculine and feminine 1.2 Site management team, Contractor's 10 Site, possession of 23.1 & 23.3 Skill and care, Contractor's 2.3 Special delivery of notice of default or determination 1.10 Specialist Contractors 1.6, 2.1(1), 6, 25.1(3), 27.1(2)(i), 30.1(a) & 30.2 Specified Peril 1.6, 17.3(1), 17.6, 18.2(b), 18.5, 22C.1, 25.1(3), 25.1(•	18.1(1), 18.4, 22.4(2) &
Service of notices, generally 1.9 & 39 Service of notices, special delivery 1.10, 5.15 & 39 Setting-out 7 Settlement of disputes, arbitration 41.4 - 41.7 Settlement of disputes, Designated Representatives 41.1 - 41.2 Settlement of disputes, mediation 41.3 Singular, plural, masculine and feminine 1.2 Site management team, Contractor's 10 Site, possession of 23.1 & 23.3 Skill and care, Contractor's 2.3 Special delivery of notice of default or determination 1.10 Specialist Contractors 1.6, 2.1(1), 6, 25.1(3), 27.1(2)(i), 30.1(a) & 30.2 Specified Peril 1.6, 17.3(1), 17.6, 18.2(b), 18.5, 22C.1, 25.1(3), 25.1(3) & 37.1		23.2
Service of notices, special delivery 1.10, 5.15 & 39 Setting-out 7 Settlement of disputes, arbitration 41.4 - 41.7 Settlement of disputes, Designated Representatives 41.1 - 41.2 Settlement of disputes, mediation 41.3 Singular, plural, masculine and feminine 1.2 Site management team, Contractor's 10 Site, possession of 23.1 & 23.3 Skill and care, Contractor's 2.3 Special delivery of notice of default or determination 1.10 Specialist Contractors 1.6, 2.1(1), 6, 25.1(3), 27.1(2)(i), 30.1(a) & 30.2 Specified Peril 1.6, 17.3(1), 17.6, 18.2(b), 18.5, 22C.1, 25.1(3) & 37.1	Sequence of work, Contractor to submit programme	3.1(2)(a)
Settling-out 7 Settlement of disputes, arbitration 41.4 – 41.7 Settlement of disputes, Designated Representatives 41.1 - 41.2 Settlement of disputes, mediation 41.3 Singular, plural, masculine and feminine 1.2 Site management team, Contractor's 10 Site, possession of 23.1 & 23.3 Skill and care, Contractor's 2.3 Special delivery of notice of default or determination 1.10 Specialist Contractors 1.6, 2.1(1), 6, 25.1(3), 27.1(2)(i), 30.1(a) & 30.2 Specified Peril 1.6, 17.3(1), 17.6, 18.2(b), 18.5, 22C.1, 25.1(3) & 37.1	Service of notices, generally	1.9 & 39
Settlement of disputes, arbitration 41.4 – 41.7 Settlement of disputes, Designated Representatives 41.1 - 41.2 Settlement of disputes, mediation 41.3 Singular, plural, masculine and feminine 1.2 Site management team, Contractor's 10 Site, possession of 23.1 & 23.3 Skill and care, Contractor's 2.3 Special delivery of notice of default or determination 1.10 Specialist Contractors 1.6, 2.1(1), 6, 25.1(3), 27.1(2)(i), 30.1(a) & 30.2 Specified Peril 1.6, 17.3(1), 17.6, 18.2(b), 18.5, 22C.1, 25.1(3) & 37.1	Service of notices, special delivery	1.10, 5.15 & 39
Settlement of disputes, Designated Representatives 41.1 - 41.2 Settlement of disputes, mediation 41.3 Singular, plural, masculine and feminine 1.2 Site management team, Contractor's 10 Site, possession of 23.1 & 23.3 Skill and care, Contractor's 2.3 Special delivery of notice of default or determination 1.10 Specialist Contractors 1.6, 2.1(1), 6, 25.1(3), 27.1(2)(i), 30.1(a) & 30.2 Specified Peril 1.6, 17.3(1), 17.6, 18.2(b), 18.5, 22C.1, 25.1(3) & 37.1	Setting-out	7
Settlement of disputes, mediation 41.3 Singular, plural, masculine and feminine 1.2 Site management team, Contractor's 10 Site, possession of 23.1 & 23.3 Skill and care, Contractor's 2.3 Special delivery of notice of default or determination 1.10 Specialist Contractors 1.6, 2.1(1), 6, 25.1(3), 27.1(2)(i), 30.1(a) & 30.2 Specified Peril 1.6, 17.3(1), 17.6, 18.2(b), 18.5, 22C.1, 25.1(3) & 37.1	Settlement of disputes, arbitration	41.4 – 41.7
Singular, plural, masculine and feminine 1.2 Site management team, Contractor's 10 Site, possession of 23.1 & 23.3 Skill and care, Contractor's 2.3 Special delivery of notice of default or determination 1.10 Specialist Contractors 1.6, 2.1(1), 6, 25.1(3), 27.1(2)(i), 30.1(a) & 30.2 Specified Peril 1.6, 17.3(1), 17.6, 18.2(b), 18.5, 22C.1, 25.1(3) & 37.1	Settlement of disputes, Designated Representatives	41.1 - 41.2
Singular, plural, masculine and feminine 1.2 Site management team, Contractor's 10 Site, possession of 23.1 & 23.3 Skill and care, Contractor's 2.3 Special delivery of notice of default or determination 1.10 Specialist Contractors 1.6, 2.1(1), 6, 25.1(3), 27.1(2)(i), 30.1(a) & 30.2 Specified Peril 1.6, 17.3(1), 17.6, 18.2(b), 18.5, 22C.1, 25.1(3) & 37.1	Settlement of disputes, mediation	41.3
Site, possession of 23.1 & 23.3 Skill and care, Contractor's 2.3 Special delivery of notice of default or determination 1.10 Specialist Contractors 1.6, 2.1(1), 6, 25.1(3), 27.1(2)(i), 30.1(a) & 30.2 Specified Peril 1.6, 17.3(1), 17.6, 18.2(b), 18.5, 22C.1, 25.1(3) & 37.1		1.2
Skill and care, Contractor's 2.3 Special delivery of notice of default or determination 1.10 Specialist Contractors 1.6, 2.1(1), 6, 25.1(3), 27.1(2)(i), 30.1(a) & 30.2 Specified Peril 1.6, 17.3(1), 17.6, 18.2(b), 18.5, 22C.1, 25.1(3) & 37.1	Site management team, Contractor's	10
Special delivery of notice of default or determination 1.10 Specialist Contractors 1.6, 2.1(1), 6, 25.1(3), 27.1(2)(i), 30.1(a) & 30.2 Specified Peril 1.6, 17.3(1), 17.6, 18.2(b), 18.5, 22C.1, 25.1(3) & 37.1	Site, possession of	23.1 & 23.3
Special delivery of notice of default or determination 1.10 Specialist Contractors 1.6, 2.1(1), 6, 25.1(3), 27.1(2)(i), 30.1(a) & 30.2 Specified Peril 1.6, 17.3(1), 17.6, 18.2(b), 18.5, 22C.1, 25.1(3) & 37.1	Skill and care, Contractor's	2.3
Specialist Contractors. 1.6, 2.1(1), 6, 25.1(3), 27.1(2)(i), 30.1(a) & 30.2 Specified Peril 1.6, 17.3(1), 17.6, 18.2(b), 18.5, 22C.1, 25.1(3) & 37.1		1.10
27.1(2)(i), 30.1(a) & 30.2 Specified Peril 1.6, 17.3(1), 17.6, 18.2(b), 18.5, 22C.1, 25.1(3) & 37.1		1.6, 2.1(1), 6, 25.1(3),
Specified Peril 1.6, 17.3(1), 17.6, 18.2(b), 18.5, 22C.1, 25.1(3) & 37.1	·	
18.2(b), 18.5, 22C.1, 25.1(3) & 37.1	Specified Peril	
25.1(3) & 37.1		• •
·		
0.1	Standards types and quality	8.1
Statutory obligations		
Statutory Requirements, compliance with		, ,
Statutory Undertakers, access for		_

Sub-contract and supply contract, Contractor not	
obliged to accept nomination	29.2
Sub-contract and supply contract, varied form	29.5
Sub-contract drawings	5.4 & 5.6
Sub-contractor and supplier warranty to Employer	29.3
Sub-contractor's and supplier's warranties etc assignment of	
upon determination	35.4(7), 36.3(5)
	& 37.3(5)
Sub-contractors and suppliers, employment of	19
Sub-contractors and suppliers, payments to nominated	29.7, 29.8 & 29.12
Sub-contractors and suppliers, responsibility of the	
Contractor	19.2 & 29.6
Sub-contractors' and suppliers' warranties etc assignment of	5.11
Sub-letting	19.2 & 35.1(1)(e)
Substantial Completion	2.1(h), 4.1, 13.4(8),
	17, 18, 22.2(j), 22.4(2),
	35.1(1) & 41.5(2)
Substantial Completion Certificate	5.11(2), 5.12(1), 17,
	22.4, 22C.1, 29.10(3) &
	33.2
Substantial Completion of Nominated Sub-Contract Works	29.10
Substantial Completion, Date of	24.2(1) & 25.3(6)
Substantially Completed, definition of	1.6
Supply of plant, materials and labour	2.1 & 8
Surety bond	33
Suspension of the Works	22.2(g), 23.3(c),
	25.1(3)(j) & 27.1(2)(e)
Termination of Nominated Supply Contract	29.13 & 29.14
Tests	8
Time for completion	23.2
Time for completion, extension of	25
Types, standards and quality	8.1
Uncompleted work after Substantial Completion	17.1
Uncovering and making openings	8.2
Unfulfilled obligations	32.2(3)(a)
Unsatisfactory work and materials, removal of	8.3
Use of Prime Cost and Provisional Sums	29
Utility companies, access for	6.4(2) & 31
Valuation after determination of the Contractor's employment	35.5, 35.6, 35.7,
	36.6 & 37.4
Valuations, interim	29 & 32

Valuing variations	1.11(1)
Variations, Contractors' confirmation of	4.2 & 13.1(3)
Variations, definition of	1.6
Variations, instructing	4 & 13
Variations, limits on instructing	4.1 & 13.1
Varied form of Nominated Sub-Contract and Nominated Supply	
Contract	29.5
Vouchers and the like, production of	13.4(2)(b)
Warranties, sub-contractors' and suppliers' assignment of	5.11
Work by person other than the Contractor	4.3(3), 17.3(4),
	30 & 31
Work required, remedy on Contractor's failure to carry out	4.3(3), 17.3(4)
	& 35.1
Work, unsatisfactory – removal of	8.3
Workmanship, materials and	8
Works, care of	2.1 & 22.7
Works, certificate of completion of	17
Works, commencement and completion of	23.2
Works, damage to	2.1, 22 & 22A-22C
Works, extension of time for completion	25
Works, partial possession of, by Employer	18.1
Works, postponement or suspension of	23.3
Works, safety and security	4.4, 35.3 & 37.2
Works, the whole of the	1.8(2), 5.11(2), 5.12(1),
	17.2(2), 17.5(2), 17.7,
	19.2(a), 21.1(2),
	29.12(4), 32.1(3),
	32.5-32.6, 32.8, 33.2,
	35.1(1), 36.1(1), 37.1(1)
	& 41.5(2)
Works, time of completion	23.2
Writing, communications to be in	1.9

Published by The Hong Kong Institute of Architects The Hong Kong Institute of Construction Managers The Hong Kong Institute of Surveyors Hong Kong SAR, China

Copyright© 2005 All rights reserved.

Reproduction or transmission in any form or by any means, electronic or mechanical, is prohibited unless permitted in writing from the copyright owners, including:

The Hong Kong Institute of Architects

The Hong Kong Institute of Construction Managers

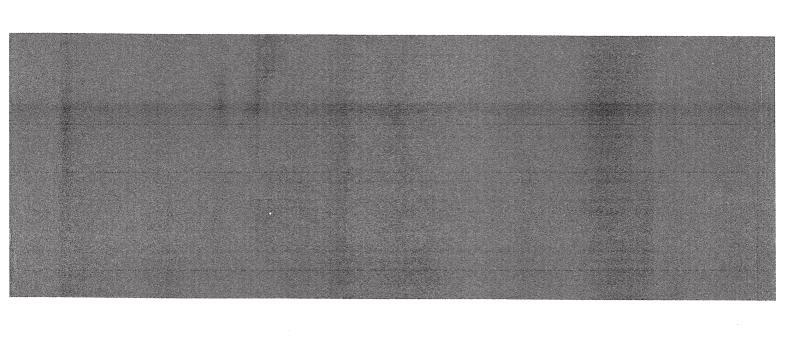
The Hong Kong Institute of Surveyors

First Printed in Hong Kong April 2005 ISBN 988-98402-1-9

The copyright of this publication is owned by The Hong Kong Institute of Architects, The Hong Kong Institute of Construction

Managers and The Hong Kong Institute of Surveyors. The contents do not necessarily reflect the views or opinions of these
copyright owners and no liability is accepted in relation thereto.

Printed by The Green Pagoda Press Limited Tel 2561 1924



Ì



ARCHITECTS LIMITED

DUPLICATE

By Post & By Fax (Fax 2866-1835)

Our Ref: T11644-317

27 September 2013

Hsin Chong - Wah Cheong Joint Venture (02) Unit 1806-1807, 18/F, Marina House, 68 Hing Man Street, Shau Kei Wan, Hong Kong

Attn: Mr. Spencer Lo Yu Hung / Ir. Terence Leung Siu Cheong

Dear Sirs,

Letter of Award of Main Contract
Proposed Fook Woo Group Factory at
Sub-Section 3 of Section S of Tseung Kwan O Town Lot No. 39 and Extensions Thereto

On behalf of our Client, Fook Woo Promotion Ltd. ("the Employer"), we as the Architect are pleased to inform you that you are accepted as the Contractor for the Main Contract for the construction of the proposed Industrial Development at Sub-Section 3 of Section S of TKOTL No. 39 and Extension (hereinafter called "the Works") based on the following terms and conditions:

1. Contract Sum

1.1 The Contract Sum for the completion of the whole of the Works in accordance with the Contract Documents defined below shall be a lump sum fixed price of Hong Kong Dollars Two Hundred and Ninety Five Million and Eight Hundred Thousand Only (HK\$295,800,000.00), (including a provisional sum of HK\$15,000,000.00 for contingencies) with no adjustment for cost fluctuations and subject only to the adjustments authorized under the Contract. The Contract Sum is built up as follows.:-

	Descriptions	HK\$
(a)	Original Tender Sum submitted on 8th August, 2013	296,000,000.00
(b)	Lump sum discount in reply to Tender Questionnaire No. 2	(200,000.00)
	Contract Sum	295,800,000.00

1.2 The costs of any items in the Schedule of Rates for plumbing and drainage works not specifically priced shall be deemed to have been included in the Contract Sum if the items are actually required in accordance with the Tender Drawings and Tender Booklet.

1.3 The lump sum discount of HK\$200,000.00 in your best price offer will be treated as a lump sum without adjusting the unit rates.

香港鰂魚涌海澤街28號東港中心1311室 Tel 電話:2527-8108 Fax 傳真:2527-8813 E-mail 電郵:info@thomaschow.com.hk Rm 1311, Eastern Harbour Centre, 28 Hoi Chak Street, Quarry Bay, Hong Kong



2. Contract Period

- 2.1 You shall take over the Site on the date ("Date of Possession") as notified by us by seven days' advance written notice.
- 2.2 You shall complete the Works comprised in this Contract (including obtaining the Occupation Permit issued by the Building Authority for the whole industrial development at the Site ("Project Works")) within 270 calendar days (including Sundays, holidays and days of inclement weather) from the Date of Possession of the Site or within such extended time as may be authorised under the Conditions of Contract.
- 2.3 You shall commence the Works immediately and proceed with the necessary design and submission.

3. Liquidated and Ascertained Damages

The rate of Liquidated and Ascertained Damages for delay to the completion of the Works is \$100,000.00 per calendar day.

4. Registered General Building Contractor

Wah Cheong Construction Co., Ltd. shall be the Registered General Building Contractor for the Project Works, as confirmed in your letter ref. HCWCJV/13/004 dated 28th August 2013.

5. Undertaking to the Employer

Wah Cheong Construction Co., Ltd. shall undertake all responsibilities to ensure the Project Works will be carried out and completed in accordance with the Contract requirements in case of any dispute or financial problem between the Joint Venture Participants or under any circumstances, as confirmed in your letter ref. HCWCJV/13/004 dated 28th August 2013 and Wah Cheong's letter ref. WCC/13-L0028 dated 28th August 2013.

6. Your Registered Business Name

Your registered business name is Hsin Chong – Wah Cheong Joint Venture (02). All previous correspondences from Hsin Chong – Wah Cheong Joint Venture for the Main Contract Tender are valid and effectual under the name of Hsin Chong – Wah Cheong Joint Venture (02).





7. Contract Documents

7.1 The Contract Documents shall consist of:

- (a) The set of Tender Documents comprising the Tender Booklet (with Conditions of Tendering, Form of Tender, Special Conditions of Contract, Specification, Schedule of Rates for Plumbing and Drainage, Preambles to Bills of Quantities, Bills of Quantities and Schedule of Drawings) and Tender Drawings issued to you for tendering on 5th July, 2013 and incorporating changes made under Tender Addendum No. 1 dated 29th July 2013, completed and submitted by you with your Original Tender;
- (b) Your Original Tender submitted on 8th August, 2013;
- (c) Tender Questionnaire No. 1 dated 9th August, 2013 issued by the Quantity Surveyor;
- (d) Your letter ref. HCWCJV/13/001 dated 12th August, 2013 replying to Tender Ouestionnaire No. 1:
- (e) Tender Questionnaire No. 2 dated 13th August, 2013 issued by the Quantity Surveyor;
- (f) Tender Questionnaire No. 3 dated 13th August, 2013 issued by the Quantity Surveyor;
- (g) Your letter ref. HCWCJV/13/002 dated 16th August, 2013 replying to Tender Questionnaire No. 2;
- (h) Your letter ref. HCWCJV/13/003 dated 16th August, 2013 replying to Tender Questionnaire No. 3;
- (i) Letter ref. T11644-315 dated 23rd August, 2013 requesting for clarification of joint venture arrangement issued by the Architect;
- (j) Tender Questionnaire No. 4 dated 27th August, 2013 issued by the Quantity Surveyor;
- (k) Your letter ref. HCWCJV/13/005 dated 28th August 2013 replying to Tender Questionnaire No. 4;
- (l) Your letter ref. HCWCJV/13/004 dated 28th August 2013, and letter from Wah Cheong Construction Co. Ltd. ref. WCC/13-L0028 dated 28th August 2013 submitting your clarification of joint venture arrangement;
- (m) Your letter ref. HCWCJV/13/006 dated 2nd September 2013 submitting your clarification of your registered business name;
- (n) This Letter of Award; and
- (o) The Articles of Agreement and Conditions of Contract to be signed between you and the Employer.
- 7.2 In case of any contradiction between the terms of the various parts of the Contract Documents, those formulated on a later date shall prevail. Any document not listed above shall not form part of the Contract, and shall not be construed to affect the meaning and interpretation of the Contract Documents, unless otherwise confirmed in writing by both parties as supplements to the Contract.





Please signify your acceptance of this letter by signing in the space provided below, faxing the signed duplicate copy of this letter to us and returning the signed duplicate copy to us afterwards.

Until the signing of the formal contract, this letter together with your acceptance shall constitute a binding contract between you and the Employer.

You are required to submit the following for our formal approval (notwithstanding that some of them may have been submitted before):

- (a) Surety Bond (to be submitted within 28 days from the date hereof);
- (b) Employees' Compensation Insurance Policy (which is a condition precedent to commencement of actual work on site);
- (c) Contractors' All Risks and Third Party Liability Insurance Policy (which is a condition precedent to commencement of actual work on site);
- (d) Contractor's design drawings for the Works;
- (e) Method statement of the Works:
- (f) Programme of the Works;
- (g) Site layout plan; and
- (h) Organisation chart with the names and qualification of key management and site personnel for the Works.

Yours faithfully,

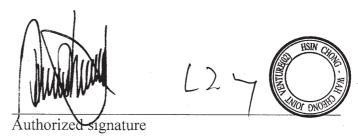
Accepted for and on behalf of Hsin Chong - Wah Cheong Joint Venture (02)



Thomas T. N. Chow

for

Thomas Chow Architects Ltd.



Terence Leung Spencer Lo
Name

2.7 SEP 2013

Date

TC/rl/PM/JL

cc	Fook Woo	: Mr. S. C. Lau / Ms. Yammie Cheng) by fax
	K C Tang	: Mr. Charles Lo)
	GWAL	: Mr. Kevin Tang / Benson Fung)
	LCEL	: Mr. WY Yan)
	Office Conv	•	,



Our Ref.: HCWCJV/13/006

02 September 2013

By Fax (2865 4751) and By post

K C Tang Consultants Ltd. 7/F, Greatmany Centre, 111 Queen's Road East, Wanchai, Hong Kong.

Attn: Mr. Charles Lo

Dear Sir,

Proposed Industrial Development at Sub-Section 3 of Section S TKOTL No. 39 and Extension Main Contract Clarification on Name of Joint Venture

In view of our clarification of business registration, we confirm that all previous correspondences from Hsin Chong – Wah Cheong Joint Venture for the captioned project are valid and effectual under the name of Hsin Chong – Wah Cheong Joint Venture (02).

Please be informed that the name of Hsin Chong – Wah Cheong Joint Venture (02) will be used for all future correspondences.

We enclose herewith the Business Registration Certificate of Hsin Chong – Wah Cheong Joint Venture (02) for your information.

Thank you for your kind attention.

Yours faithfully,

For and on behalf of

Hsin Chong + Wah Cheong Joint Venture (02)

Terense SC Leung / Spencer YH Lo

Directors

TL/SL/oy

Encl.

c.c. Thomas Chow Mr. Billy Tam / Mr. Philip Mak

(w/e)

新昌一華昌聯營

香港筲箕灣興民街68號海天廣場18樓1806-1807室

電話: +852 2527 0148 傳真: +852 2866 1835 **HSIN CHONG - WAH CHEONG JOINT VENTURE**

Unit 1806-1807, 18/F, Marina House, 68 Hing Man Street Shau Kei Wan, Hong Kong

Tel: +852 2527 0148 Fax: +852 2866 1835

数款後,請治虛镍剪下並將有效的商業/分行登記證展示在實業地點。

Please cut along the dotted line after making payment and display the valid business/branch registration certificate at business address.

ΙE 本 表格 2 FORM 2 (商業登記條例) (第310章)

[第5條]

ORIGINAL

BUSINESS REGISTRATION ORDINANCE (Chapter 310) (商業登記規例)

[regulation 5]

XXXXXX XXXXXXXXXXX BUSINESS REGISTRATION REGULATIONS



業務 / 法國所用名称 Name of Business/ Corporation

HSIN CHONG-WAH CHEONG JOINT VENTURE (02)

業務 / 分行名称 Business/ Branch Name

*********** ***************

地址 Address FLAT/RM 06-07 18/F

MARINA HOUSE

68 HING MAN STREET

SHAU KEI WAN

HK

業務性質

CONSTRUCTION

Nature of Business

法律地位 Status

BODY UNINCORPORATE

生效日期 Date of Commencement 届海日期 登記證號低

Certificate No.

登記費及徵費 Fee and Levy

Date of Expiry

\$250

01/08/2013

31/07/2014 54767286-000-08-13-A

(登記費 FEE = \$ 0) (徵費 LEVY = \$250)

請注意下列 (商業登記條例) 的規定:

- 1. 第 6(6)條規定任何業務獲發商業登記證或 分行登記證,並不表示該業務或經營該業 務的人或受僱於該業務的僱員已遵從有關 的任何法律規定。
- 2. 第 12 條規定各業務須將其有效的商業登記 證或有效的分行登記證於每一營業地點展

Please note the following requirements of the Business Registration Ordinance:

- 1. Section 6(6) provides that the issue of a business registration certificate or a branch registration certificate shall not be deemed to imply that the requirements of any law in relation to such business or to the persons carrying on the same or employed therein have been complied with.
- 2. Section 12 provides that valid business registration certificate or valid branch registration certificate shall be displayed at every address where business is carried on.

繳款時請將此商業XXXX登記證及繳款通知書完整交出。在付款後,本繳款通知書方成爲有效的商業/ 郊你登記證。(請參閱背頁繳款辦法所載內容。)

Please produce this certificate and demand note intact at time of payment. This demand note will only become a valid business oxalization certificate upon payment, (Please see payment instructions overleaf.)

機印所示登記費及徵費收訖。 RECEIVED FEE AND LEVY HERE STATED IN PRINTED FIGURES.

#20201 19/08/13 56839159 705162 CSH IRDB101 (12/2010)

\$250.00



28th August 2013

Our ref.: HCWCJV/13/004

Thomas Chow Architects Limited Room 1311, Eastern Harbour Centre, 28 Hoi Chak Street, Quarry Bay, Hong Kong

Attn: Mr. Thomas T.N. Chow

By Email & post info@thomaschow.com.hk

Dear Sir.

Proposed Fook Woo Group Factory, at Subsection 3 of Section S of Tseung Kwan O Town Lot No. 39 and Extensions Thereto REPLY TO REQUEST FOR CLARIFICATION ON JOINT VENTURE **ARRANGEMENT**

Thank you for your letter ref: T11644-315 dated 23 August 2013. And we are pleased to confirm that Wah Cheong Construction Company Limited shall be the RGBC of the captioned project. Please also find attached the undertaking letter from Wah Cheong to undertake the duly performance of main contractor's obligation for the captioned contract.

Thank you for your attention.

Yours faithfully,

For and on behalf of

Hsin Chong - Wah Cheong Joint Venture (02)

Directors

Spencer

Encl.

TL/SL/wf

Tel: +852 2527 0148 Fax: +852 2866 1835





28th August 2013

Our ref.: WCC/13-L0028

Thomas Chow Architects Limited Rm 1311, Eastern Harbour Centre, 28 Hoi Chak Street, Quarry Bay, Hong Kong

Attn.: Mr. Thomas Chow

info@thomaschow.com.hk (Tel.: 2527 3129/ 2527 8108, Fax: 2527 8813)

Dear Sir,

Re: Proposed Fook Woo Group Factory at TKO Town Lot No. 39
Undertaking of Responsibilities for Joint Venture Arrangement –
Hsin Chong-Wah Cheong Joint Venture (02)

With reference to your letter T11644-315 dated 23 August 2013, we hereby have the following statement to clarify our responsibilities:

We, Wah Cheong Construction Co., Ltd., under any circumstance to undertake all the responsibility to ensure the captioned project will be constructed to the contract requirement in case of any dispute or financial problem between the Joint Venture Companies.

Should you have further queries, please feel free to contact us at tel. 2527 0148

Yours faithfully, For and on behalf of Wah Cheong Construction Co. Ltd.

Spencer Lo
Director

SL/tl





Our Ref: HCWCJV/13/005

28 August 2013 Fax: 2865-4751

KC Tang Consultants Ltd Rm. 1311, Eastern Harbour Centre, 28 Hoi Chak Street, Quarry Bay, Hong Kong

Attn.: Mr. Charles Lo

Dear Sir,

Proposed Industrial Development at Sub-Section 3 of Section S **TKOTL No.39 and Extension Main Contract** Reply to Tender Questionnaire No.4

With reference to your Tender Questionnaire No.4 issued on 27 August 2013, we would like to clarify/submit/respond the following for your assessment.

- 1) We confirm that we shall abide by our submitted rates in BQ items 3.8/6.1.1 and 3.8/6.2.1.
- 2) Confirmed.

Yours faithfully

For and on behalf of

Hsin Chong-Wah Chong Joint Venture

Authorized Signature

TL/CWY/pl

Encl.

電話: +852 2527 0148 傳真: +852 2866 1835

Tel: +852 2527 0148 Fax: +852 2866 1835

K C TANG CONSULTANTS LTD.

QUANTITY SURVEYORS · CONSTRUCTION COST AND CONTRACT CONSULTANTS

鄧琪祥顧問有限公司

工料測量師・建設工程造價及合同顧問

7/F, Greatmany Centre, 111 Queen's Road East, Wanchai, Hong Kong

香港灣仔显后大道東 111 號智群商業中心 7 樓

Tel 電話: (852)2866-6451 Fax 傳真: (852)2865-4751 e-mail 電郵: ketcl@ketang.com.hk

Please note that your answers to the above should not result in adjustment to the Tender Sum.

Your reply shall be submitted to us latest by 5:00 p.m. on 28th August, 2013.

Please acknowledge receipt of this Tender Questionnaire No. 4 by signing in the space provided below and faxing the signed copy to us as soon as possible.

Yours faithfully,

K C Tang Consultants Ltd.

Encl.

c.c. w/o encl.

Fook Woo Promotion Ltd. – Mr. S C Lau / Mr. Johnson Ho / Ms. Yammie Cheng Thomas Chow Architects Ltd. – Mr. Billy Tam / Mr. Philip Mak Greg Wong & Associates Ltd. – Mr. Kevin Tang / Mr. Benson Fung Leading Consulting Engineers Ltd. – Mr. Yan / Mr. Pan

Received by

Hsin Chong - Wah Cheong Joint Venture

Chop/Signature

Date





K C TANG CONSULTANTS LTD.

OUANTITY SURVEYORS · CONSTRUCTION COST AND CONTRACT CONSULTANTS

鄧琪祥顧問有限公司

工料測量師・建設工程造價及合同顧問

7/F, Greatmany Centre, 111 Queen's Road East, Wanchai, Hong Kong 香港灣仔皇后大道東 111 號智群商業中心 7 樓

Tel 電話: (852)2866-6451

Fax 傳真: (852)2865-4751 e-mail 電郵: kctcl@kctang.com.hk

By fax (2866-1835) and by post

27th August, 2013

CONFIDENTIAL

Hsin Chong - Wah Cheong Joint Venture Unit 1806-1807, 18/F, Marina House, 68 Hing Man Street, Shaukeiwan, Hong Kong (Tel 2527-0148 Fax 2866-1835)

Attn: Mr. Lo Yu Hung / Ir. Leung Siu Cheong

Dear Sirs.

Proposed Industrial Development at Sub-Section 3 of Section S TKOTL No. 39 and Extension Main Contract Tender Questionnaire No. 4

We refer to your Tender submitted on 8th August, 2013 for the captioned Contract and would like to request you to reply to the following:

- The quantities of BQ work items 3.8/6.1.1 and 3.8/6.2.1 for mastic sealant 1. and waterproof cement grouting to perimeter of windows may be increased from 2.992 m to around 8.300 m. The additional works may be instructed after the award of the Contract. Please review and propose reasonable rates for valuation of the additional quantities for our consideration.
- 2. The Employer is also considering to omit BQ work items 3.8/6.1.1 and 3.8/6.2.1 for mastic sealant and waterproof cement grouting to perimeter of windows from your Scope of the Works. The omission may be instructed after the award of the Contract. Please confirm that the omission will be valued based on the rates and prices stated in the relevant Bills of Quantities items with no adjustment to preliminaries and no compensation for loss of profit or other loss and expenses.



K C TANG CONSULTANTS LTD.

QUANTITY SURVEYORS · CONSTRUCTION COST AND CONTRACT CONSULTANTS

鄧琪祥顧問有限公司

工料測量師・建設工程造價及合同顧問

7/F, Greatmany Centre, 111 Queen's Road East, Wanchai, Hong Kong 香港灣仔皇后大道東 111 號智群商業中心 7 樓

Tel 電話: (852)2866-6451 Fax 傳真: (852)2865-4751 e-mail 電郵: kctcl@kctang.com.hk

Please note that your answers to the above should not result in adjustment to the Tender Sum.

Your reply shall be submitted to us latest by 5:00 p.m. on 28th August, 2013.

Please acknowledge receipt of this Tender Questionnaire No. 4 by signing in the space provided below and faxing the signed copy to us as soon as possible.

Yours faithfully,

K C Tang Consultants Ltd.

F	nr	ı
ļ	ш	∕1.

c.c. w/o encl.

Received by

Date

Fook Woo Promotion Ltd. – Mr. S C Lau / Mr. Johnson Ho / Ms. Yammie Cheng Thomas Chow Architects Ltd. – Mr. Billy Tam / Mr. Philip Mak Greg Wong & Associates Ltd. – Mr. Kevin Tang / Mr. Benson Fung Leading Consulting Engineers Ltd. – Mr. Yan / Mr. Pan

Hsin Chong – Wah Cheong Joint V	enture
Chop/Signature	







By Post & By Fax
Our Ref: T11644-315

23 August 2013

Hsin Chong Wah Chong Joint Venture Unit 1806-1807, 18/F, Marina House, 68 Hing Man Street, Shau Kei Wan, Hong Kong

Attn: Ir. Terence Leung / Mr. Spencer Lo

Dear Sirs,

Request for Clarification on Joint Venture Arrangement
Proposed Fook Woo Group Factory at
Subsection 3 of Section S of Tseung Kwan O Town Lot No. 39 and Extensions Thereto

With reference to the captioned project, and further to the tender interview dated 16 August 2013, we would like to request for your clarification on the following:

The Joint Venture Agreement as per your email dated 21 August 2013 only describes the general principle without being specific as to the actual resources to be committed to this Contract.

The background and capability of the Joint Venture Parties are obviously the important factors for awarding the Contract to the Joint Venture. Therefore, the Joint Venture should describe and commit to the Employer the resources to be provided to the Contract by the respective Joint Venture Parties.

The Joint Venture Parties should also give a written clarification/ undertaking to the Employer that if the Contract is awarded to the Joint Venture:

- 1. They would be jointly and severally liable to the Employer in accordance with the terms of the Contract.
- 2. Any warranties and guarantees required to be given by the Contractor under the Contract shall also be given by the Joint Venture as well as the Joint Venture Parties jointly and severally.
- When valuing variations and cost claims based on actual costs, the costs chargeable by each Joint Venture Party to the Joint Venture shall be equally competitive to those which may be charged by the Party acting on his own for other similar business and works. The resultant prices inclusive of profits and overheads chargeable by the Joint Venture to the Employer shall also be in line with the prevailing market prices for carrying out the work or services.

香港網魚滑灣海街28號東港中心1311室 Tel電話:2527-8108 Fax傳真:2527-8813 E-mall電郵:Info@themaschow.com.hk Rm 1311, Eastern Harbour Centre, 28 Hoi Chak Street, Quarry Bay, Hong Kong



ARCHITECTS LIMITED

4. The terms and conditions of the Joint Venture Agreement shall not affect the above undertaking.

For any queries, please contact the undersigned at 2527 8108.

Thank you for your attention.

Yours faithfully,

Thomas T. N. Chow

for

Thomas Chow Architects Ltd.

TC/rl/PM/JL

cc Fook Woo : Mr. S. C. Lau / Mr Johnson Ho/ Ms. Yammie Cheng) by fax K C Tang : Mr. Charles Lo)

Office Copy



RECEIVED 1 6 AUG 2013

4

Our Ref. HCWCJV/13/003

16 August 2013

Fax: 2865-4751

K C Tang Consultants Ltd. Rm. 1311, Eastern Harbour Centre, 28 Hoi Chak Street, Quarry Bay, Hong Kong

Attn: Mr. Charles Lo

Dear Sir,

Proposed Industrial Development at Sub-Section 3 of Section S TKOTL No. 39 and Extension Main Contract

Reply to Tender Questionnaire No. 3

With reference to your Tender Questionnaire No. 3 issued on 14 August 2013, we would like to clarify/submit/respond the following for your assessment.

- Please find attached Equipment Schedule for Plumbing and Drainage submitted in Reply to Tender Questionnarie No. 1 for your assessment.
- Please refer to attached our proposed rates for future valuation of additions to or omissions from the contract.
- 3) Confirmed.

Yours faithfully, For and on behalf of Hsin Chong – Wah Chong Joint Venture

Authorized Signature

Encl.

電話: +852 2527 0148 傳真: +852 2866 1835

TECHNICAL SPECIFICATION FOR PLUMBING AND DRAINAGE INSTALLATION

PROPOSED INDUSTRIAL DEVELOPMENT AT SUBSECTION 3 OF SECTION S OF TSEUNG KWAN O TOWN LOT NO. 39 AND EXTENSION NEW TERRITORIES

Item	Description		Size(mm)	Conforming to BS	Acceptab		Offered
				or others	Manufacturer	Origin	
41.0	Mercury float				Flygt	Sweden	Flygt
	switch for potable	;			S.J.Electro	U.S.A.	. 14
	& flushing water				Godwin	U.K.	
	system				Vogel	Austria	
	•				Warner	U.K.	
					Key	Italy	<u>key</u> Géc
42.0	Fuse		***************************************		GEC	U.K.	7
74.0	£ usc						GEC
					Bill	U.K.	
					Lawson	U.K.	
					Bussmann	U.K.	
				•	Siba	U.K.	
					MEM	U.K.	MEM
43.0	MCB/MCCB	······································		-N. A.	ABB	Europe/Sing	#BB
					Mitsubishi		A DE
					Terasaki	apore	Mitsabishi
						Japan	
					F&G	Japan	
					MG	Europe	MG
					Square D	France	1
					Hager	USA/UK	
					AEG	France	
					Federal		
						Germany	
					Legrand	U.K.	
					MEM	France	1
					Bill	U.K./Malay	BILL
					Unelec	sia	
						U.K.	
						France	
44.0	Paint for Cold				ICI		1 - 1
44.0						U.K.	101
	Application				Duro	U.K.	Dars
					Camel	U.K.	# ///
					Shell	U.K.	
45.0	Plumbing Pumps				Armstrong	U.K.	
TUIV	r munning a dimbo						
					FEP	Australia	
					KSB	Germany	
	•				Vogel	Austria	
					Loewe	Germany	,
					Speck	Germany	Speek DP
					SPP	UK	
					DP		50
						Greece	יקע
					Thompson Kelly	Australia	1
					& Lewis		
					APEX	PRC	
46.0	Fire Collars/Stop	32 & over	A.S.1530	,	Vinidex	Australia	Vinidax
	-		Part 4 & B	S476 Part 20 1987	Ouelfire	U.K.	PINKAK
				~	Mann Mcguwan		HILTI
					TATESTEE TATOÉR MUSE	U.R.,	411011
				·			
47.0	Pneumatic				Otto	Germany	- 1
	Pressure Tank		•		Charlatte	France	CIMM
					Reflex	Germany	Dollar
						Commung	CIMM Reflex
							· · · · · · · · · · · · · · · · · · ·
48.0	Plumbing Pump				Siemens	Germany	S'Temens
	motors				Brook Hansen	U.K.	
					ABB	Europe	AFG
					Leroysomer	France	*14m_d
					APEX	PRC	
							W.F.
		·	·		WEG	PRC	FU.F.
						,	

QUANTITY SURVEYORS · CONSTRUCTION COST AND CONTRACT CONSULTANTS

鄧琪祥顧問有限公司

工料泖盘師·建設工程造價及合同顧問

7/F, Greatmany Centre, 111 Queen's Road East, Wanchai, Hong Kong 香港灣仔皇后大道東 111 號智群商業中心 7 樓

Tel 電話: (852)2866-6451 Fax 似真: (852)2865-4751 e-mail 電郵: kctcl@kctang.com.hk

By fax (2866-1835) and by post

14th August, 2013

CONFIDENTIAL

Hsin Chong - Wah Cheong Joint Venture Unit 1806-1807, 18/F, Marina House, 68 Hing Man Street, Shaukeiwan, Hong Kong (Tel 2527-0148 Fax 2866-1835)

Attn: Mr. Lo Yu Hung / Ir. Leung Siu Cheong

Dear Sirs.

Proposed Industrial Development at Sub-Section 3 of Section S TKOTL No. 39 and Extension Main Contract Tender Questionnaire No. 3

We refer to your Tender submitted on 8th August, 2013 for the captioned Contract and your Reply to Tender Questionnaire No. 1 dated 12th August, 2013 and would like to request you to reply to the following:

- Your proposed "Ruby PRC" fire collars/stop (item 46 of plumbing and drainage material schedule) is not acceptable. Please re-submit another fire collars/stop which is complying with the specification for our consideration.
- The rates for the following items are considered to be unreasonably high. Please review and confirm that the suggested rates will be used for valuation of variations whether omissions or additions.

Item	Brief description	Qty	Unit	Quoted \$	Suggested \$	Proposed Ra
3.1/10.2	Light weight concrete	764	m3	4,025	2,000	3,800,00
3.4/7.1.4	Toilet cubicle, overall 1525 x 3025 x 2300 mm high, in 3 No. compartments, with 3 No. doors and 3 No. divisions	1	No.	200,880	13.000	20,088,°°

te.





$\begin{array}{c} K\ C\ TANG\ CONSULTANTS\ LTD. \\ \text{QUANTITY SURVEYORS} \cdot \text{CONSTRUCTION COST AND CONTRACT CONSULTANTS} \end{array}$

鄧琪祥顧問有限公司

工料測量師・建設工程造假及合同顧問 7/F, Greatmany Centre, 111 Queen's Road East, Wanchai, Hong Kong 香港灣仔皇后大道東 111 號智群商梁中心 7 樓

Tel 電話: (852)2866-6451 Fax 傳真: (852)2865-4751 e-mail 電郵: ketcl@ketang.com.hk

Item	Brief description	Qty	Unit	Quoted \$	Suggested \$	HC-WCJV Proposed Rate
3.6/2.1.1	2 Hour fire-rated single swing single stainless steel door, frame and surround, for door leaf size 925 x 2300 mm high with 925 x 400 mm high stainless steel fixed panel (Type D9)	8	No.	32,603	15,000	32,603,00
3.6/2.1.2	2 Hour fire-rated single swing double stainless steel door, frame and surround, for door leaf size 1500 x 2350 mm high (Type D10)	1	Pair	46,403	22,000	46,403,00
3.6/4.1.1	Roller shutter to clear		raii	40,405	22,000	40,400,
	opening, 5400 x 6000 mm high (Type R5)	9	No.	183,289	50,000	88,000.00
3.6/9.3.1	1250 mm Long corner guard fixed to wall and column (PROVISIONAL)	150	No.	1,231	700	1,160,00
3.6/9.6.1	820 x 820 mm Stainless steel recessed matching covers	5	No.	23,000	5,500	23,000,00
4/12.1.1	Excavate for footing 0 - 1.5 m deep	163	m3	535	250	57500
4/17.1.1	Temporary shoring and supports to vertical face of excavation into banks minimum face height 2.05 m, maximum face height 2.15 m, approximate overall length 25 m	1	Item	385,200	150,000	3P47200,00
4/17.1.2	Temporary shoring and supports to vertical face of excavation into banks minimum face height 2.40 m, maximum face height 2.50 m,					
	approximate overall length 80 m	1	Item	1,284,000	470,000	1,284,000,00



OUANTITY SURVEYORS · CONSTRUCTION COST AND CONTRACT CONSULTANTS

鄧琪祥顧問有限公司

工料測量師·建設工程造價及合同顧問

7/F, Greatmany Centre, 111 Queen's Road East, Wanchai, Hong Kong

香港灣仔皇后大道來 111 號智群商業中心 7 樓

Tel 電話: (852)2866-6451 Fax 似真; (852)2865-4751 c-mail 電郵: kctcl@kctang.com.hk

Item	Brief description	Qty	Unit	Quoted \$	Suggested \$	Proposed Rat.
4/17.1.3	Temporary shoring and supports to vertical face of excavation into banks minimum face height 2.30 m, maximum face height 2.90 m, approximate overall length 285 m	1	ltem	4,815,000	1,680,000	

3. The rates for the following items are considered to be unreasonably low. Please confirm that the rates for the following items shall be deemed to have included the costs of all requirements stated in the Tender Drawings. Specification and Schedule of Works.

Item	Brief description	Qty	Unit	Quoted \$
Bill No. 2.2, 3.1	Reinforcement			
& 4		5,854,200	kg	8
3.1/2.1.1	Reinforced concrete Grade 45D/20 in column	2,778	m3	204
3.1/2.1.2	Reinforced concrete Grade 45D/20 in architectural feature supporting post	219	m3	204



QUANTITY SURVEYORS - CONSTRUCTION COST AND CONTRACT CONSULTANTS

鄧琪祥顧問有限公司

工料測量師·建設工程造價及合同顧問 7/F, Greatmany Centre, 111 Queen's Road East, Wanchai, Hong Kong 香港灣仔皇后大道東 111 號智群商業中心 7 樓

Tel 電話: (852)2866-6451 Fax 似真: (852)2865-4751 e-

e-mail 電郵: kctcl@kctang.com.hk

Please note that your answers to the above should not result in adjustment to the Tender Sum.

Your reply shall be submitted to us during the tender interview on 16th August, 2013.

Please acknowledge receipt of this Tender Questionnaire No. 3 by signing in the space provided below and faxing the signed copy to us as soon as possible.

Yours faithfully,

K C Tang Consultants Ltd.

Encl.

c.c. w/o encl.

Fook Woo Promotion Ltd. — Mr. S C Lau / Mr. Johnson Ho / Ms. Yammie Cheng Thomas Chow Architects Ltd. — Mr. Billy Tam / Mr. Philip Mak Greg Wong & Associates Ltd. — Mr. Kevin Tang / Mr. Benson Fung Leading Consulting Engineers Ltd. — Mr. Yan / Mr. Pan

Received by

Hsin Chong - Wah Cheong Joint Venture

Chop/Signature

Nata





Our Ref.: HCWCJV/13/002

16 August 2013

Fook Woo Promotion Ltd.
Room 2802, 28/F., Gateway Tower 6,
Tsim Sha Tsui, Kowloon, Hong Kong

Attn: Mr. S.C. Lau / Mr. Johnson Ho / Ms. Yemmie Cheng

Dear Sirs,

Proposed Industrial Development at Sub-Section 3 of Section S TKOTL No. 39 and Extension Main Contract

Reply to Tender Questionnaire No. 2

With reference to your Tender Questionnaire No. 2 issued on 13 August 2013, we would like to submit our Final Best Offer as attached Appendix: FWTKO-BEST-001 for your acceptance.

Yours faithfully, For and on behalf of Hsin Chong – Wah Chong Joint Venture

Authorized Signature

Encl.

Appendix: FWTKO-BEST-001

Industrial Development

at Sub-Section 3 of Section S TKOTL No. 39 and Extension Main Contract Final Best Offer - Submitted by Hsin Chong - Wah Cheong JV

tem 1	Description Returned Tender Sum on 8 August 2013	Amount (HK\$) 296,000,000.00
7	Reply to Tender Questionnaire No. 1 on 12 August 2013	0.00
ო	Reply to Tender Questionnaire No. 2 on 16 August 2013	0.00
4	Reply to Tender Questionnaire No. 3 on 16 August 2013	0.00
ц	Best Offer Discount	(200,000.00)

Final Best Offer submitted on 16 August 2013: 295,800,000.00

OUANTITY SURVEYORS · CONSTRUCTION COST AND CONTRACT CONSULTANTS

鄧琪祥顧問有限公司

工料測量師·建設工程造價及合同顧問

7/F, Greatmany Centre, 111 Queen's Road East, Wanchai, Hong Kong 香港灣仔皇后大道東 111 號智群商業中心 7 樓

Tel 電話: (852)2866-6451 Fax 傳真: (852)2865-4751 e-mail 電郵: kctcl@kctang.com.hk

By fax (2866-1835) and by post

14th August, 2013

CONFIDENTIAL

Hsin Chong – Wah Cheong Joint Venture Unit 1806-1807, 18/F, Marina House, 68 Hing Man Street, Shaukeiwan, Hong Kong (Tel 2527-0148 Fax 2866-1835)

Attn: Mr. Lo Yu Hung / Ir. Leung Siu Cheong

Dear Sirs,

Proposed Industrial Development at Sub-Section 3 of Section S TKOTL No. 39 and Extension Main Contract Tender Questionnaire No. 3

We refer to your Tender submitted on 8th August, 2013 for the captioned Contract and your Reply to Tender Questionnaire No. 1 dated 12th August, 2013 and would like to request you to reply to the following:

- Your proposed "Ruby PRC" fire collars/stop (item 46 of plumbing and drainage material schedule) is not acceptable. Please re-submit another fire collars/stop which is complying with the specification for our consideration.
- 2. The rates for the following items are considered to be unreasonably high. Please review and confirm that the suggested rates will be used for valuation of variations whether omissions or additions.

Item	Brief description	Qty	Unit	Quoted \$	Suggested \$
3.1/10.2	Light weight concrete	764	m3	4,025	2,000
3.4/7.1.4	Toilet cubicle, overali 1525 x 3025 x 2300 mm high, in 3 No. compartments, with 3 No. doors and 3 No. divisions	1	No.	200,880	13,000





QUANTITY SURVEYORS · CONSTRUCTION COST AND CONTRACT CONSULTANTS

鄧琪祥顧問有限公司

工料測量師·建設工程造價及合同顧問

7/F, Greatmany Centre, 111 Queen's Road East, Wanchai, Hong Kong 香港灣仔皇后大道東 111 號智群商業中心 7 樓

Tel 電話: (852)2866-6451 Fax 傳真: (852)2865-4751 e-mail 電郵: kctcl@kctang.com.hk

Item	Brief description	Qty	Unit	Quoted \$	Suggested \$
3.6/2.1.1	2 Hour fire-rated single swing single stainless steel door, frame and surround, for door leaf size 925 x 2300 mm high with 925 x 400 mm high stainless steel fixed panel (Type D9)	8	No.	32,603	15,000
3.6/2.1.2	2 Hour fire-rated single swing double stainless steel door, frame and surround, for door leaf size 1500 x 2350 mm high (Type D10)	1	Pair	46,403	22,000
3.6/4.1.1	Roller shutter to clear opening, 5400 x 6000 mm high (Type R5)	9	No.	183,289	50,000
3.6/9.3.1	1250 mm Long corner guard fixed to wall and column (PROVISIONAL)	150	No.	1,231	700
3.6/9.6.1	820 x 820 mm Stainless steel recessed matching covers	5	No.	23,000	5,500
4/12.1.1	Excavate for footing 0 - 1.5 m deep	163	m3	535	250
4/17.1.1	Temporary shoring and supports to vertical face of excavation into banks minimum face height 2.05 m, maximum face height 2.15 m, approximate overall length 25 m	1	ltem	385,200	150,000
4/17.1.2	Temporary shoring and supports to vertical face of excavation into banks minimum face height 2.40 m, maximum face height 2.50 m, approximate overall length 80 m	1	Item	1,284,000	470,000
	Tongar oo m		HOIII	1,207,000	770,000



QUANTITY SURVEYORS · CONSTRUCTION COST AND CONTRACT CONSULTANTS

鄧琪祥顧問有限公司

工料測量師・建設工程造價及合同顧問

7/F, Greatmany Centre, 111 Queen's Road East, Wanchai, Hong Kong 香港灣仔皇后大道東 111 號智群商業中心 7 樓

Tel 電話: (852)2866-6451 Fax 傳真: (852)2865-4751 e-mail 電郵: kctcl@kctang.com.hk

Item	Brief description	Qty	Unit	Quoted \$	Suggested \$
4/17.1.3	Temporary shoring and supports to vertical face of excavation into banks minimum face height 2.30 m, maximum face height 2.90 m, approximate overall length 285 m	1	Item	4,815,000	1,680,000

3. The rates for the following items are considered to be unreasonably low. Please confirm that the rates for the following items shall be deemed to have included the costs of all requirements stated in the Tender Drawings, Specification and Schedule of Works.

Item	Brief description	Qty	Unit	Quoted \$
Bill No. 2.2, 3.1	Reinforcement			
& 4		5,854,200	kg	8
3.1/2.1.1	Reinforced concrete Grade 45D/20 in column	2,778	m3	204
3.1/2.1.2	Reinforced concrete Grade 45D/20 in architectural feature	210	m2	204
3.1/2.1.2		219	m3	



QUANTITY SURVEYORS · CONSTRUCTION COST AND CONTRACT CONSULTANTS

鄧琪祥顧問有限公司

工料測量師・建設工程造價及合同顧問

7/F, Greatmany Centre, 111 Queen's Road East, Wanchai, Hong Kong 香港灣仔皇后大道東 111 號智群商業中心 7 樓

Tel 電話: (852)2866-6451 Fax 傳真: (852)2865-4751 e-mail 電郵: kctcl@kctang.com.hk

Please note that your answers to the above should not result in adjustment to the Tender Sum.

Your reply shall be submitted to us during the tender interview on 16th August, 2013.

Please acknowledge receipt of this Tender Questionnaire No. 3 by signing in the space provided below and faxing the signed copy to us as soon as possible.

Yours faithfully,

K C Tang Consultants Ltd.

Encl.

c.c. w/o encl.

Received by

Fook Woo Promotion Ltd. – Mr. S C Lau / Mr. Johnson Ho / Ms. Yammie Cheng Thomas Chow Architects Ltd. – Mr. Billy Tam / Mr. Philip Mak Greg Wong & Associates Ltd. – Mr. Kevin Tang / Mr. Benson Fung Leading Consulting Engineers Ltd. – Mr. Yan / Mr. Pan

Hsin Chong – Wah Cheong Joint Venture

Chop/Signature

Date





OUANTITY SURVEYORS · CONSTRUCTION COST AND CONTRACT CONSULTANTS

鄧琪祥顧問有限公司

工料測量師·建設工程造價及合同顧問 7/F, Greatmany Centre, 111 Queen's Road East, Wanchai, Hong Kong 香港灣仔皇后大道東 111 號智群商業中心 7 樓

Tel 電話: (852)2866-6451 Fax 傳真: (852)2865-4751 e-mail 電郵: kctcl@kctang.com.hk

By fax (2866-1835) and by post

13th August, 2013

CONFIDENTIAL

Hsin Chong – Wah Cheong Joint Venture Unit 1806-1807, 18/F, Marina House, 68 Hing Man Street, Shaukeiwan, Hong Kong (Tel 2527-0148 Fax 2866-1835)

Attn: Mr. Lo Yu Hung / Ir. Leung Siu Cheong

Dear Sirs,

Proposed Industrial Development
at Sub-Section 3 of Section S TKOTL No. 39 and Extension

Main Contract

Tender Questionnaire No. 2

We refer to your Tender submitted on 8th August, 2013 for the captioned Contract. On behalf of our client, Fook Woo Promotion Ltd., we would like to request you to quote your <u>Final Best Offer</u> for the captioned Contract.

Your reply shall be submitted to Fook Woo Promotion Ltd. during the tender interview on 16th August, 2013 in a sealed confidential envelope marked as follows:

CONFIDENTIAL

Proposed Industrial Development at Sub-Section 3 of Section S TKOTL No. 39 and Extension Main Contract Reply to Tender Questionnaire No. 2

Fook Woo Promotion Ltd. Room 2802, 28/F., Gateway Tower 6, Tsim Sha Tsui, Kowloon, Hong Kong





OUANTITY SURVEYORS · CONSTRUCTION COST AND CONTRACT CONSULTANTS

鄧琪祥顧問有限公司

工料測量師·建設工程造價及合同顧問 7/F, Greatmany Centre, 111 Queen's Road East, Wanchai, Hong Kong 香港灣仔皇后大道東 111 號智群商業中心 7 樓

Tel 電話: (852)2866-6451 Fax 傳真: (852)2865-4751 e-mail 電郵: kctcl@kctang.com.hk

Please acknowledge receipt of this Tender Questionnaire No. 2 by signing in the space provided below and faxing the signed copy to us as soon as possible.

Yours faithfully,

K C Tang Consultants Ltd.

Encl.

c.c. w/o encl.

Fook Woo Promotion Ltd. – Mr. S C Lau / Mr. Johnson Ho / Ms. Yammie Cheng Thomas Chow Architects Ltd. – Mr. Billy Tam / Mr. Philip Mak Greg Wong & Associates Ltd. – Mr. Kevin Tang / Mr. Benson Fung Leading Consulting Engineers Ltd. – Mr. Yan / Mr. Pan

Received by
Hsin Chong – Wah Cheong Joint Venture

Chop/Signature

Date









Our Ref.: HCWCJV/13/001

12 August 2013

Fax: 2865-4751

K C Tang Consultants Ltd. 7/F, Greatmany Centre, 111 Queen's Road East, Wanchai, Hong Kong

Attn: Mr. Charles Lo / Mr. Eric Cheung

Dear Sirs,

Proposed Industrial Development at Sub-Section 3 of Section S TKOTL No. 39 and Extension Main Contract
Reply to Tender Questionnaire No. 1

Further to the Tender Questionnaire No. 1 dated 9 August 2013regarding the captioned project, we would like to submit herewith the following documents for your acceptance.

- Please find attached Schedule of Rates and Pricing Schedule for Plumbing and Drainage for your assessment.
- Please find attached Pages Sec 10-8 and Sec 10-9 of Equipment Schedule for Plumbing and Drainage for your assessment.

Thank you for your kind attention.

Yours faithfully, For and on behalf of Hsin Chong – Wah Chong Joint Venture

Lo Yu Hung

Encl.

c.c. Thomas Chow

Mr. Billy Tam / Mr. Philip Mak

(w/e)

電話: +852 2527 0148 傳真: +852 2866 1835

PROPOSED INDUSTRIAL DEVELOPMENT AT SUBSECTION 3 OF SECTION S, OF TSEUNG KWAN O TOWN, LOT NO. 39 AND EXTENSION, NEW TERRITORTIES SCHEDULE B - SCHEDULE OF RATES

A. WATER SUPPLY SYSTEM & EQUIPMENT

	DESCRIPTION	QUANTITY	UNIT	UNIT RATE (HK\$)	PRICE (HK\$)
1)	Fresh Water Supply System i) Copper pipe to B. S. EN 1057 Table X (Complete with all necessary hangers and supports) 22 mmØ pipe 28 mmØ pipe 35 mmØ pipe 42 mmØ pipe 54 mmØ bend 25 mm Ø bend 42 mm Ø bend 42 mm Ø bend 54 mm Ø bend 55 mm Ø tee 28 mm Ø tee 42 mm Ø tee 42 mm Ø tee 42 mm Ø tee 43 mm Ø tee 45 mm Ø tee 45 mm Ø tee 45 mm Ø tee	1599 363 122 109 824 978 200 68 60 472 44 48 24 16 18	m m m m m No. No. No. No. No. No. No.	2507 2607 3907 4707 5707 5007 14007 11007 11007	367,7707 94,3807 47,5807 51,2387 469,6807 4,0807 5,4007 63,2807 2,6407 2,6407 2,6407 2,6407 2,6407

