



Contract Reference:

Date:  /  /   
D D M M Y Y

Name of Contractor:  (hereinafter referred to as the "Contractor")

Description of the works:   
 (hereinafter referred to as the "Works")

Address of premises:   
 (hereinafter referred to as the "Premises")

Name of Employer:  (hereinafter referred to as the "Employer")

Name of Employer's Representative:  (hereinafter referred to as the "Employer's Representative")

### Works Appointment:

We, on behalf of the Employer, would like to inform you that your quotation, Reference Number  (hereinafter referred to as the "Quotation") dated  /  /  for the Works has been accepted subject to the following terms and conditions:

- The Contractor agrees to carry out the Works in consideration for a lump sum amount of HONG KONG DOLLARS  (HK\$  ).
- The following shall form a binding contract (hereinafter referred to as the "Contract") :
  - Contract Works Order; and
  - Request for Quotation; and
  - Special Conditions of Contract (including the specification); and
  - Quotation; and
  - Standard Terms and Conditions for Contract Works Orders (Version CWO/2016/10) (available at [www.hk.issworld.com](http://www.hk.issworld.com))

It is the Contractors responsibility to check and review the terms and conditions contained on the website before submitting their quote; and

3. The commencement date of the Works shall be  /  /  (hereinafter referred to as the "Commencement Date")  
D D M M Y Y

4. The completion date of the Works shall be  /  /  (hereinafter referred to as the "Completion Date")  
D D M M Y Y

#### Contractor's Authorized Signature

NAME

JOB TITLE

SIGNATURE

DATE  /  /

D D M M Y Y CHOP

#### Employer's Representative/Employer's Authorized Signature

NAME

JOB TITLE

SIGNATURE

DATE  /  /

D D M M Y Y CHOP

#### Contractors' Appraisal: (to be completed by Manager at end of contract and returned to Procurement Manager.)

##### 1. Quality of Work:

Satisfactory  Acceptable  Marginally Acceptable  Dissatisfactory  Unacceptable

##### 2. Compliance with Safety requirements (including documentation and supervision):

Satisfactory  Acceptable  Marginally Acceptable  Dissatisfactory  Unacceptable

##### 3. Timeliness of completion/delivery:

Complete before due Time  Completed on Time  Completed Late  Completed very Late

##### 4. Value for Money:

Satisfactory  Acceptable  Marginally Acceptable  Dissatisfactory  Unacceptable

81-100% - Satisfactory

Fully meets Employer's needs

61-80% - Acceptable

Generally meets Employer's needs

41-60% - Marginally acceptable

Improvement required

21-40% - Dissatisfied

Generally fails to meet needs

1-20% - Unacceptable

Task undertaken but fails entirely to meet needs



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NAME

JOB TITLE

SIGNATURE

DATE  /  /

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# STANDARD TERMS AND CONDITIONS FOR CONTRACT WORKS ORDERS VERSION

## A. CONDITIONS OF CONTRACT

### 1. Definitions

- (1) **"Commencement Date"** shall refer to stated as such in the Contract Works Order.
- (2) **"Completion Date"** shall refer to stated as such in the Contract Works Order.
- (3) All references to **"Contract Reference Number"** in this Agreement shall be taken to mean the number named as such in the Contract Works Order.
- (4) **"Contract Period"** means the period starting from the Commencement Date to the earlier of either the Completion Date, inclusive, and incorporating any extensions in accordance with this Contract, or the termination of this Contract.
- (5) **"Contractor"** means party named as such in the Contract Works Order and includes the Contractors' personal representatives, successors and assigns and any sub-contractor the Contractor enters an agreement with to undertake the full or partial performance of this Contract on behalf of the Contractor, whether approved by the Employer's Representative under this Contract or not.
- (6) **"Employer"** means the party named as such in the Contract Works Order.
- (7) **"Employer's Representative"** shall refer to the party named as such in the Contract Works Order.
- (8) **"Hong Kong"** means the Hong Kong Special Administrative Region of The People's Republic of China.
- (9) **"Premises"** means all Premises listed in the Contract Works Order.
- (10) **"Quote"** is the submitted, fully completed and executed documents as required in the Request for Quotation.
- (11) **"Quotation Submission Date"** means the date and time specified in the Request for Quotation.
- (12) All references to **"Specification"** in this Agreement shall be taken to mean the document titles "Specification" and refers to the detailed list of Services, frequencies and required standard set out in the Specification.
- (13) **"Works"** refers to the supply of services or goods, products and materials identified under the Specification to be provided by the Contractor in compliance with the terms and conditions of this Contract.
- (14) **"Working Day"** means Monday to Saturday, excluding public holidays.
- (15) Words importing the singular only shall also include the plural and vice versa where context requires.
- (16) Words used in the Contract which import one gender (whether masculine, feminine or neutral) shall be taken to include any other gender where the context so admits.
- (17) Where reference is made to a document that is available for viewing and reference online it is the Contractor's responsibility to check the website at regular intervals to see if any changes have been made to the content or terms and conditions of such documents. The Contractor will be bound by all changes.

### 2. Quality of Works

The Contractor is required to carry out the Works to meet the statutory standard or otherwise to be approved by the Employer's Representative. The Works shall be carried out in conformity with the rules and regulations stipulated by the Government authorities and utility companies. In all cases, the Employer's Representative is entitled to reject any material or workmanship which, in the Employer's Representative's opinion, is not supplied, installed or completed to his satisfaction.

### 3. Completion of the Works

- (1) The Works shall not be considered complete until completed to the satisfaction of the Employer's Representative according the agreed Specification.
- (2) The Employer shall not pay for non-completed Works.

# STANDARD TERMS AND CONDITIONS FOR CONTRACT WORKS ORDERS VERSION

## 4. Insurance

- (1) The Contractor shall maintain valid Third Party Public Liability insurance in the joint names of the Employer, Employer's Representative and the Contractor with a cross liability clause throughout the Contract Period that has coverage of not less than HK\$20 million for any one event and unlimited in aggregate in respect of all claims during the Contract Period. If a Principal is involved it shall also be included and an insured party.
- (2) For Works involving lifts/elevators/escalators or E&M installations, repairs or maintenance the Contractor must extend their Third Party Public Liability insurance to cover Completed Operations Liability.
- (3) The Contractor is to hold the Principal, if any, the Employer and the Employer's Representative harmless from any loss, damage, cost expense, liability etc and fully indemnify the Principal, if any, the Employer and the Employer's Representative for any loss, damage, cost expense, liability etc that may result directly or indirectly from the negligence of the Contractor, its employees, agents, servants or any tiers of sub-contractors in the carrying out of the Works.
- (4) The Contractor is liable for all policy excesses/deductibles.
- (5) The Contractor shall maintain valid Employee Compensation insurance that is in full compliance of the laws of Hong Kong Special Administrative Region (HKSAR). The policy must include an Indemnity to Principal Clause and/or an Indemnity to Principal Contractor Clause.
- (6) The Contractor is liable for ensuring all employees of any sub-contractor are duly covered by an Employees' Compensation Policy containing an Indemnity to Principal Clause and/or an Indemnity to Principal Contractor Clause.
- (7) The Contractor shall fully indemnify the Principal, if any, the Employer and the Employer's Representative for any loss, damage, cost expense, liability etc that may result directly or indirectly from the failure of the Contractor to effect a valid Employees' Compensation Policy for the employees of the Contractor and its sub-contractors of any tiers.
- (8) If Contractors motor vehicles are to enter premises owned, controlled or occupied by the Employer or Employer's Representative the Contractor shall maintain valid Motor Vehicle insurance throughout the Contract Period that is in full compliance of the laws of Hong Kong Special Administrative Region (HKSAR).
- (9) The Contractor should produce evidence prior to the commencement of Works showing that the insurances referred to in Clauses 4 (1), (2), (5) and (8) above have been effected and are in force. If the Contractor fails upon reasonable request to produce satisfactory evidence to the Employer's Representative the Employer's Representative may effect and keep in force such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid as aforesaid from any monies due or to become due to the Contractor or shall be recovered from the Contractor. If the Contractor fails to produce any evidence as so requested by the Employer's Representative the Employer reserves the right to terminate the Contract.

## B. PRELIMINARIES

### 5. Site Restrictions

- (1) The Premises will normally be occupied during the course of the Works. The Works are to be carried out in such a manner as not to interfere with the normal activities in the Premises and not to cause nuisance to the public, owners and occupants of the Premises and adjoining properties.
- (2) The Contractor is not permitted to carry out noisy Works within specified periods of time during the Contract Period. Prior arrangement shall be made with the Employer's Representative before the Works commence.
- (3) The Contractor should visit the Premises before submitting a quotation to ascertain all local conditions and/or restrictions likely to affect execution of the Works. No claims will be entertained on the ground of ignorance of the conditions under which the Works will be executed.

### 6. Use of Site

The Contractor is not allowed to use the site for any purpose other than carrying out the Works.

### 7. Site Area

- (1) Areas where the Works are executed shall be officially possessed and properly fenced off by the Contractor.

# STANDARD TERMS AND CONDITIONS FOR CONTRACT WORKS ORDERS VERSION

- (2) The Contractor is required to submit his proposed site layout plan, if not already defined by the Employer's Representative, prior to commencement of any Works to the Employer's Representative for approval if requested.
- (3) No Contractor's employee or sub-contractor's employee is permitted to carry out Works outside the approved area. Should the Contractor fail to comply the Employer's Representative is entitled to cease the Works immediately.

## 8. Quality of Labour

- (1) All the employees of the Contractor must perform the Services with the degree of skill, care, competence and diligence expected of skilled persons performing such Services. The Contractor must ensure that all employees are appropriately licensed and/or certified to execute such Services set out in the Specifications of Service and to use any of the tools and equipment required for the execution of the Services.
- (2) The Contractor is solely responsible for ensuring its employees' legal status to work in Hong Kong. The Employer shall not pay for any Services executed by the Contractor's employees who are not legally permitted to work in Hong Kong, and the Contractor shall indemnify the Employer in respect of any loss or damage suffered as a result thereof.
- (3) The Employer's Representative may issue instructions requiring the exclusion from the Works any person employed thereon if, in the Employer's Representative's opinion, his performance or conduct has been unsatisfactory. The Contractor shall immediately remove the employee and replace them with a similarly qualified and experienced replacement at the Contractor's own cost.
- (4) The Contractor shall ensure that at all stages of the Works a suitably qualified and experienced person is in attendance. Should no such person be in attendance the Employer's Representative reserves the right to cease the Works immediately. No claims on financial loss under this issue will be entertained. The person should be empowered to receive and execute instructions received from the Employer's Representative.
- (5) The name of the supervisor and other contact particulars shall be notified to the Employer's Representative prior to Works commencing on site, and changes should be notified to the Employer's Representative immediately if so requested by the Employer's Representative.

## 9. Tools and Equipment

The Contractor shall provide all necessary tools, machinery, access equipment (mechanical and non-mechanical) and testing equipment for the Works at its own expense. The contractor shall provide all licenses, certificates and other such certification required by law at its own expense for equipment supplied by the Employer, Employer's representative or the Contractor itself.

## 10. Programme of Works

Upon issuance of the Contract Works Order, a master programme of works shall, unless otherwise stated by the Employer's Representative, be prepared and submitted to the Employer's Representative. The programme shall identify key tasks and dates in relation to the Works as specified in the Specifications. This programme shall ensure the Completion Date is adhered to.

## 11. Off loading/Loading & Stores

- (1) Materials and equipment shall not be left inside the Premises unless approval has been received from the Employer's Representative.
- (2) The Contractor shall give at least 2 (two) Working Day's advance notice to the Employer's Representative for any off loading/loading of materials.
- (3) In the event that the Contractor fails to notify the Employer's Representative regarding the off-loading/loading, the Employer's Representative is entitled to cease the off-loading/ loading works immediately. No claims for the Contractor's financial loss under this issue will be entertained.

## 12. Safety

- (1) The Contractor shall take all necessary precautions to prevent personal injury, death, and damage to the Works and/or existing structure/installation within the Premises or other adjacent property.
- (2) The Contractor shall provide all necessary scaffolding, working platform and precautionary safety measures and associated signage for the proper execution of the Works.

# STANDARD TERMS AND CONDITIONS FOR CONTRACT WORKS ORDERS VERSION

- (3) The Contractor shall submit a proposal regarding his provision for the scaffolding, working platform and safety measures, together with all associated statutory certification and employees' licenses, to the Employer's Representative prior to the commencement of any Works.
- (4) In the event that the Contractor fails to submit a proposal regarding his provision for the scaffolding, working platform and precautionary safety measures, together with all associated statutory certification, to the Employer's Representative, the Employer's Representative is entitled to cease the Works immediately. No claims for Contractor's financial loss under this clause will be entertained.
- (5) The Contractor must ensure their employees comply at all times with the Employer's "Health and Safety Guidelines" whilst at the Premises.

## 13. Access for Inspection

The Contractor shall provide suitable access for the Employer's Representative to inspect the Works at any time during the Contract Period.

## 14. Lighting, Power and Water

- (1) The Contractor shall notify the Employer's Representative prior to the connection of any temporary electricity or water supply. The Contractor shall give at least 2 (two) Working Day's notice in writing to the Employer's Representative prior to the suspension of power or water supplies.
- (2) The Employer shall not be responsible to provide a reliable power supply source nor a reliable water supply.
- (3) All installations for temporary power supply and temporary water supply shall be removed upon completion of Works by the Contractor at the Contractor's own cost.
- (4) All installations for temporary power supply should comply with the latest edition of the Institute of Electrical Engineers Regulations for Electrical Installation and any other regulations enforced by relevant authorities.
- (5) In the event that the Contractor, if so required, fails to inform the Employer's Representative regarding his arrangement for temporary lighting and power supply or temporary water supply, the Employer's Representative is entitled to cease the Works immediately. No claims for Contractor's financial loss under this clause will be entertained.

## 15. Site Tidiness

- (1) The Contractor is to ensure that all debris is placed in suitable containers and sealed and shall be responsible for its removal from the Premises on a daily basis and immediately after the completion of the Works, leaving the Premises clean, tidy and suitable for normal operations.
- (2) In the event that the Contractor fails to clean up the site within 4 (four) hours from receipt of a written notice from the Employer's Representative, the Employer may employ others to carry out the removal of debris or cleansing work. All costs incurred, together with a 20% administration fee, shall be deducted from any monies due or to become due to the Contractor or shall be recovered from the Contractor.

## 16. Trespass

- (1) The Contractor shall be responsible for temporarily safeguarding against trespass, burglary etc. to the Premises and adjacent properties via his temporary installation for the execution of the Works.
- (2) The Contractor shall, if required by the Employer's Representative, submit a proposal regarding his measures against trespass, burglary etc. to the Premises and adjoining properties via his temporary installation for the execution of the Works, to the Employer's Representative prior to the commencement of any Works.
- (3) In the event that the Contractor fails to submit a proposal, if required, regarding the above-mentioned measures, the Employer's Representative is entitled to cease the Works immediately. No claims for Contractor's financial loss under this clause will be entertained.

## 17. Security

- (1) The Contractor's or any sub-contractor's respective employees shall wear, at all times during the provision of the Works a contractor's permit issued by the Employer's Representative. The permit must be returned to the same location where it was

# STANDARD TERMS AND CONDITIONS FOR CONTRACT WORKS ORDERS VERSION

issued. Any loss of or non-returned permit shall be payable by the Contractor.

- (2) The Contractor is responsible for registering and fully completing the Service Provider's Attendance Record at the security counter or management office prior to the commencement of the Works.
- (3) Any Contractor's or any sub-contractor's respective employees not registering and/ or completing the Service Provider's Attendance Record, or found not wearing their identity badge or the permit shall be removed from the Premises immediately.
- (4) No claims for Contractor's financial loss under this clause 16 will be entertained.

## 18. Protection of Existing Installations, Adjoining Properties and Public Areas

- (1) The Contractor is required to submit a proposal regarding the protection of the existing structures, installations, and fixtures in the Premises, adjoining properties and public areas to the Employer's Representative prior to the commencement of any Works, unless otherwise requested.
- (2) The Contractor shall provide and maintain adequate protection to existing structures, installations, and fixtures in the Premises, adjoining properties and public areas throughout the Contract Period. All installations for protection shall be removed upon completion of Works by the Contractor at the Contractor's own cost.
- (3) Any damage caused to any parts of the above are to be made good at the Contractor's own expense within 7 (seven) calendar days after the receipt of written notice from the Employer's Representative. In the event that the Contractor fails to make good the damage within 7 (seven) calendar days from receipt of written notice from the Employer's Representative, Employer may employ others to carry out the rectification work. All costs incurred, together with a 20% administration fee, shall be deducted from any monies due or to become due to the Contractor or shall be recovered from the Contractor.
- (4) In the event that the Contractor fails to provide proper protection to public, occupants and owners of the Premises and adjoining properties, the Employer's Representative is entitled to cease the Works immediately. No claims for Contractor's financial loss under this issue will be entertained.

## 19. Emergency Services

- (1) The Contractor shall provide 24-hour emergency services during the Contract Period.
- (2) Upon award of the Contract, the Contractor shall submit to the Employer's Representative, for approval, an organisation chart together with 24-hour contact telephone numbers and/or pager numbers of all supervisory grade staff.
- (3) As soon as the Contractor is notified that attendance to emergency services is required, he shall make immediate arrangements and attend the site:
  - (a) within 1 (one) hour during normal working hours (Monday to Saturday, 8am to 6pm except public holidays); and
  - (b) within 2 (two) hours at all other times;
  - (c) or as requested by the Employer's Representative, to carry out all necessary rectification work.
- (4) In the event that the Contractor fails to attend the emergency work within the agreed time, the Employer may employ others to carry out the work without any further notice to the Contractor. All costs incurred, together with a 20% administration fee, shall be deducted from any monies due or to become due to the Contractor or shall be recovered from the Contractor.

## 20. Subcontracting

The Contractor is prohibited from transferring, sub-letting, sub-contracting or assigning, directly or indirectly, any rights or duties under this Contract to any person or persons, contractor or companies, all or any portion of this Contract without the prior written permission of the Employer's Representative. The Contractor's right to transfer, sub-let, sub-contract or assign, directly or indirectly, shall not in any way relieve it from any obligations under the Contract.

## 21. Repairs or Replacements

The Contractor is to advise the Employer's Representative when repairs or replacements are required and to provide estimates for such repairs or replacements having regard to the availability of spares at the Premises or from other sources. The Employer is not bound to accept such quotation and has the right to employ another contractor to carry out the repair or replacement works.

## 22. Governing Law

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