



Works Order No.: 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:
D D M M Y Y

- 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") :
 - Project Works Order; and
 - Request for Quotation; and
 - Special Conditions of Contract (including the specification); and
 - Quotation; and
 - General Conditions of Contract for Project Works Orders (Version PWO/2017/02). (available at 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

- The commencement date of the Works shall be / / (hereinafter referred to as the "Commencement Date")
D D M M Y Y
- The completion date of the Works shall be / / (hereinafter referred to as the "Completion Date")
D D M M Y Y
- The Defects Liability Period is
- % of retention money

The Contract Period is defined as being from the date of the commencement date up to and including the last day of the Defects Liability Period.

Contractor's Representative attending site

NAME POSITION

COMPANY NAME SIGNATURE

ID No. (HKID or Staff No.)

JOB TITLE

DATE / /
D D M M Y Y

Employer's Representative/Employer Authorized Signature

NAME

SIGNATURE

JOB TITLE

DATE / /
D D M M Y Y

Practical Completion Certificate:

We hereby certify that the Works have been practically completed on / / (hereinafter referred to as the "Date of Practical Completion").
D D M M Y Y

Note: You may now request payment for the Works less the % retention money which is to be held until the end of the Defects Liability Period or completion of defects, whichever is the latter.

Defects Liability Period from / / to / / .
D D M M Y Y D D M M Y Y

Employer's Representative/Employer Authorized Signature

NAME

SIGNATURE

JOB TITLE

DATE / /
D D M M Y Y

Release of Retention Monies:

We hereby certify that the Defects Liability Period expired on / / and/or that all defects identified have been satisfactorily completed. You are now entitled to apply for release of the retention money.
D D M M Y Y

Employer's Representative/Employer Authorized Signature

NAME

SIGNATURE

JOB TITLE

DATE / /
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 COMPANY NAME SIGNATURE DATE / /
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SIGNATURE DATE / /
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STANDARD TERMS AND CONDITIONS FOR PROJECT WORKS ORDERS VERSION PWO/2017/02

A. CONDITIONS OF CONTRACT

1. 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.

2. Defects Liability Period

- (1) The Contractor shall be required to provide a Defect Liability Period as stated in the Request for Quotation but which is no less than 12 (twelve) months commencing from the Date of Practical Completion of the Works. This clause takes precedent over the Request for Quotation should the time specified be less than 12 (twelve) months.
- (2) The Contractor is to take action, upon the receipt of the Notification of Defects commencing on the specified date, to rectify, at its own cost, the defects that become apparent during the Defects Liability Period.
- (3) The Employer shall withhold 5 (five) percent of the Contract Sum, or any other greater sum as otherwise stated in the Request for Quotation, as retention upon practical completion of the Works. The retention shall be released to the Contractor after the Defects Liability Period expires and all defects have been rectified and Employer* Representative is satisfied with the quality of the Works carried out by the Contractor.

3. Completion of the Works

- (1) The Works shall not be considered by the Employer's Representative as completed unless:
 - a) the Practical Completion Certificate has been issued; and/or
 - b) the acknowledgement by the relevant Government authorities and utility companies for the completion of the aforesaid works should such be carried out under an order by the Government authorities or utility companies.
- (2) The Employer shall not pay for non-completed Works.

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 as 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 Employees' Compensation insurance that is in full compliance with the laws of the 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's Compensation Insurance 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's Compensation Insurance Policy for the employees of the Contractor and its sub-contractors of any tiers.

STANDARD TERMS AND CONDITIONS FOR PROJECT WORKS ORDERS VERSION PWO/2017/02

- (8) If Contractor's 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 with the laws of the 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 Premises 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.
- (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. No extension of time will be granted regarding this issue.

8. Supervisor

- (1) The Contractor shall ensure that at all stages of the Works a Supervisor, suitably qualified and experienced, is in attendance. Should no such Supervisor 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 Supervisor should be empowered to receive and execute instructions received from the Employer's Representative.
- (2) 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.

9. Programme of Works

Upon issuance of the Works Order, a master programme of works shall, if required 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. This programme shall ensure the Completion Date is adhered to.

10. 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 3 (three) working day's advance notice to the Employer's Representative for any off loading/

STANDARD TERMS AND CONDITIONS FOR PROJECT WORKS ORDERS VERSION PWO/2017/02

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.

11. Safety

- (1) The Contractor shall take all necessary precautions to prevent personal injury, death, and damage to the Works, 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.
- (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 comply with Health and Safety Guidelines at the Premises.

12. 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.

13. Temporary Lighting, Power and Water

- (1) The Contractor shall notify the Employer's Representative prior to the connection of any temporary electricity or water supply.
- (2) The Contractor shall be responsible for, including bearing all costs associated with, all necessary arrangements and connections for temporary power and water supply. The Employer's Representative shall agree the location of power supply source and water supply point. 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) The Contractor must inform the Employer's Representative, regarding his arrangement for temporary lighting, power supply and water supply prior to the commencement of any Works.
- (6) 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.
- (7) The Contractor shall give at least 2 (two) working days' notice in writing to the Employer's Representative prior to the suspension of power or water supplies.

14. Clear Away Rubbish

- (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 Premises 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

STANDARD TERMS AND CONDITIONS FOR PROJECT WORKS ORDERS VERSION PWO/2017/02

incurred, together with a 20% administrative fee, shall be deducted from any monies due or to become due to the Contractor or shall be recovered from the Contractor.

15. 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 for approval 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.

16. 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 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.

17. 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.
- (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 after 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% administrative 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.

18. Emergency Services

- (1) The Contractor shall provide 24-hour emergency work services during the Contract Period to rectify any damages caused by his execution of Works under this Contract.
- (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 proceed to the Premises within 1 (one) hour to carry out all necessary rectification work.
- (4) In the event that the Contractor fails to attend the emergency work within 1 (one) hour, the Employer may employ others

STANDARD TERMS AND CONDITIONS FOR PROJECT WORKS ORDERS VERSION PWO/2017/02

to carry out the work without any further notice to the Contractor. All costs incurred, together with a 20% administrative fee, shall be deducted from any monies due or to become due to the Contractor or shall be recovered from the Contractor.

19. Quotation Terms

- (1) The Quote must remain open for consideration (unless previously withdrawn) for a period of 60 (sixty) calendar days from the Quotation Submission Deadline and it shall remain binding upon the Contractor and may be accepted at any time before the expiration of that period.
- (2) If Contractor receives no notification from the Employer or the Employer's Representative of the acceptance of his Quote within 60 (sixty)-calendar days from the Quotation Submission Deadline he shall treat his Quote as being rejected.
- (3) Late submissions of Quote may not be considered.

20. Quality of Labour

- (1) All the employees of the Contractor and/or any Sub-Contractor must perform the Services with the degree of skill, care, competence and diligence expected of skilled persons in performing such Services set out in the Scope of 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.

21. Subcontracting

- (1) 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* right to transfer, sub-let, sub-contract or assign, directly or indirectly, shall not in any way relieve it from any obligations under this Contract.

22. Audit

The Subcontractor must, when requested by ISS, permit ISS (or its authorized representative) to have access to the premises of the Subcontractor and any place where the Services are being performed to examine records, documents and other relevant information relating to the Services for the purpose of substantiating the Subcontract Sum (including any adjustments) or any other amount payable to, or claimed by, the Subcontractor pursuant to this Subcontract and verifying, monitoring and auditing the Subcontractor's compliance with ISS Policies and Procedures.

23. Business records

The Subcontractor shall keep proper books of account with respect to the following:

- (1) all sums of money received and expended by the company and the matters in respect of which the receipt and expenditure takes place;
- (2) all sales and purchases of goods by the company;
- (3) the assets and liabilities of the company.

For the purposes of the above requirements, proper books of account shall not be deemed to be kept with respect to the matters aforesaid if there are not kept such books as are necessary to give a true and fair view of the state of the company's affairs and to explain its transactions. The books of account shall be kept at the registered office of the company or at such other place as the directors think fit, and shall at all times be open to inspection by the directors. Books of account is required to be kept for 7 years from the end of the financial year to which the last entry made or matter recorded therein relates.