



THE HONG KONG INSTITUTE OF
SURVEYORS

BUILDING SURVEYING DIVISION

ASSESSMENT OF PROFESSIONAL COMPETENCE

PRACTICAL TASK

7TH TO 10TH NOVEMBER 2005

SPECIAL CONDITIONS OF CONTRACT

- | | | |
|------|---|---------------------|
| SCC1 | The following typographical error in the General Conditions of Contract shall be corrected:- | Typographical error |
| | (a) Clause 12(a) last line "of he Contract" change to "of the Contract". | |
| SCC3 | (1) General Conditions of Contract Clause 1(1) is amended by replacing the definitions of the following words and expressions with the following: | Definitions |
| | <p>"Architect" means the person, company or firm appointed from time to time by the Employer and notified in writing to the Contractor to act as the Architect for the purposes of the Contract. The person appointed may be described by name or as the holder for the time being of a Public Office.</p> <p>"Architect's Representative" means any person, company or firm appointed from time to time by the Architect and notified in writing to the Contractor to perform the duties set forth in Clause 2(2). The person appointed may be described by name or as the holder for the time being of a Public Office.</p> <p>"Surveyor" means the person, company or firm appointed from time to time by the Employer and notified in writing to the Contractor to act as the Surveyor for the purposes of the Contract. The person appointed may be described by name or as the holder for the time being of a Public Office.</p> <p>"Surveyor's Representative" means any person, company or firm appointed from time to time by the Surveyor and notified in writing to the Contractor to perform the duties set forth in Clause 2(6). The person appointed may be described by name or as the holder for the time being of a Public Office.</p> <p>"Section" means a part of the Works identified as such and more particularly described in the Specification or Bills of Quantities for which a time for completion is stipulated in the Appendix to the Form of Tender</p> | |

Good Partner Business Group

Suite 801, 8/F Jardine House
1 Connaught Place, Central, Hong Kong

7 November 2005

Dear Sir/Madam,

No. 1 Lei Muk Road, Kwai Chung, N.T.

Background

1. We are an international group and our core business is to operate hospitality and conferencing facilities worldwide. Although we have much experience in other countries, it is the first time we make investment in Hong Kong.
2. Since the rebound of the Hong Kong economy from 2003, Hong Kong has experienced a steady economic growth. There is evidence that the number of Small and Medium Enterprises (SMEs) in Hong Kong have increased over the past years.
3. We observed that Kwai Chung and Tsuen Wan Districts are the popular choices for these SMEs to set up their offices. However, enterprises are hard to find any supporting facilities such as conferencing and training venues in the Region to serve them.
4. Recently, our Management has acquired a site of approximately 11,000m² including all building structures within the site from a local charity group through a 15 years long lease. We have decided to establish and operate a Business Club to provide a wide spectrum of business operation related supporting facilities and services to the business operators and enterprises in this Region.

Business Objective

1. The target customers of this proposed Business Club are SME business operators in the Region. We shall operate it by membership system. Both entrance fee and annual fee will be charged to members while the services and facilities provided will be charged separately.
2. The core function of the Business Club is to offer services to the SME business operators to facilitate their business promotion, corporate training, solicit of partnering and co-operation with complementary business traders and corporate consultation including legal, finance, human resource, government administration etc. The Club will also provide a wide range of hospitality services including leisure, entertainment, catering and accommodation for the enterprise operators, senior management and their business partners and guests.

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<u>SCC Clause No</u>	<u>Marginal Notes</u>
SCC88	Changes in Law
SCC89	(Not used)
SCC90	(Not used)
SCC91	(Not used)
SCC92	Intellectual Property Rights
SCC93	Termination of the Contract for infringement of Intellectual Property Rights
SCC94	Regular Maintenance Services

3. It is expected a number of business conference, trade fare and exhibition, promotion and reception cocktail and similar events and functions will be held in the Club.
4. To meet the demand for lodging for the overseas guests of our members, we intend to operate a number of guestrooms.
5. We can organize either business or social functions for our members. They can either commission our full house services or reserve any functional area for particular service.

The Site

1. There are several single storey buildings within the site, the Management does not have intention to carry out any work to these structures at the current stage. We will focus on the main building structure and its annex as well as the open area within the project boundary as indicated in the attached drawing.
2. We were advised by the original owner that this main building was vacant for almost ten years.
3. For the sake of this study, you may assume that the proposed use is permissible under the Town Planning Ordinance, and there is no constraint on site coverage and plot ratio under lease. Special Conditions of the lease is given in Appendix A.

The Brief

1. The Management has great concern on the building conditions of the main building and its annex. We expect you can provide us a defect diagnosis. Illustration to show different types of defects is expected.
2. You are invited to provide a study detailing the options available for the conversion of the subject building. Colored sketches and drawings to illustrate the proposed layout of the various accommodations will suffice. The Management has set certain criteria and preference and would like to draw your attention.
 - The main building itself is of great architectural interests and value, the Management would like to retain the original character of the building. Unnecessary works to make any disruption shall be avoided.
 - The intention of the Management is to demolish the existing annex structure and to construct a new auditorium for not less than 100 persons.
 - The existing metal staircase attached to the main building is dilapidated and may not be in stable condition. Removal of which is suggested.
 - The Management is focusing on the conversion within the project boundary. You can ignore all structures beyond the project boundary as indicated in the drawing in the preparation of your conversion proposal.

SPECIAL CONDITIONS OF CONTRACT**CONTENTS**

<u>SCC Clause No</u>	<u>Marginal Notes</u>
SCC66	(Not used)
SCC67	(Not used)
SCC68	(Not used)
SCC69	(Not used)
SCC70	(Not used)
SCC71	Site Aspect Schedule
SCC72	(Not used)
SCC73	Information not to be divulged
SCC74	(Not used)
SCC75	Computer-Aided-Drafting standard for works projects
SCC76	Adjustment Item
SCC77	Management of Sub-contractors
SCC78	Joint and Several Liability of Partners and Unincorporated Joint Venture Participants
SCC79	Ethical commitment
SCC80	Contractor's interim statements
SCC81	Acknowledgement of being notified of the ethical requirements
SCC82	Final payment certificate
SCC83	Settlement of disputes
SCC84	Extension of time for unforeseen utility work
SCC85	Voluntary Sub-contractor Registration Scheme
SCC86	(Not used)
SCC87	Right of Government to terminate for convenience

3. A Schedule of Accommodation is given in Appendix B. Please prepare the layout plan for our consideration. Reasonable assumptions could be made where necessary. Your tasks shall cover the followings:
- A. To present a viable scheme for the proposed conversion work. Illustrate the layout for the proposed accommodation by using sketches and/or plans;
 - B. To advise the requirements on statutory submission and consideration in connection with your proposal;
 - C. To prepare a brief description on the proposed arrangement of the basic building services installation. Elaborate the provision of the fire services installation as well as the air-conditioning and ventilation system for the new uses;
 - D. There is a sizable open space within the project boundary, we would like to have good use of this area. Other than landscaping and outdoor seating, we are considering to make use of some open space in organizing outdoor gathering and function such as small-scaled performance and show. You are required to prepare an open space plan to advise on the use planning. You can illustrate your suggestion with the aid of photos and/or drawings.
 - E. Adequate spaces for carparking facilities is necessary. Other than drop-off and loading/unloading areas, we expect to have at least 15 parking spaces for private car and 2 parking spaces for lorry;
 - F. To present the preliminary budget and programme for the whole conversion work;
4. The list of record drawings including floor plans and section is attached in Appendix C for information.

You are advised that site inspection is arranged on 7 November 2005 from 9:30am to 5:30pm only. For security reason, you are required to observe all instructions and avoid encroaching any restricted areas indicated on site.

You are advised to attend an interview at the scheduled time on 10 November 2005 to present the conversion proposal to us.

Yours sincerely,

John Goodman

Chairman
Board of Directors

SPECIAL CONDITIONS OF CONTRACT**CONTENTS**

<u>SCC Clause No</u>	<u>Marginal Notes</u>
SCC44	Completion and passing of prescribed final tests before certifying substantial completion of the Works
SCC45	Assessment of liquidated damages
SCC46	(Not used)
SCC47	(Not used)
SCC48	(Not used)
SCC49	(Not used)
SCC50	(Not used)
SCC51	Ordering variations
SCC52	(Not used)
SCC53	Valuing variations
SCC54	Disturbance to the progress of the works
SCC55	(Not used)
SCC56	(Not used)
SCC57	Hire and Hire-purchase Constructional Plant
SCC58	Place of arbitration and permissible disclosure of information
SCC59	(Not used)
SCC60	Interim certification after determination
SCC61	Deletion of contract price fluctuation
SCC62	(Not used)
SCC63	(Not used)
SCC64	(Not used)
SCC65	(Not used)

Appendix A

Special Conditions of the Lease

SPECIAL CONDITIONS OF CONTRACT**CONTENTS**

<u>SCC Clause No</u>	<u>Marginal Notes</u>
SCC22	(Not used)
SCC23	Qualified Tradesmen and Intermediate Tradesmen
SCC24	(Not used)
SCC25	(Not used)
SCC26	(Not used)
SCC27	(Not used)
SCC28	(Not used)
SCC29	(Not used)
SCC30	Contractor's Design
SCC31	(Not used)
SCC32	Site cleanliness and tidiness
SCC33	(Not used)
SCC34	(Not used)
SCC35	(Not used)
SCC36	Alternative product or material
SCC37	(Not used)
SCC38	Power to accept unremedied defects
SCC39	(Not used)
SCC40	(Not used)
SCC41	(Not used)
SCC42	(Not used)
SCC43	(Not used)

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Appendix A

SPECIAL CONDITIONS

The grantee shall -

(a) at his own expense surrender to the Crown the old lots described in the Second Schedule hereto contemporaneously with the execution of these Conditions;

and (b) on execution of this Agreement deliver to the Land Officer a Deed of Release in such form as may be approved by the Land Officer, duly executed by the grantee and any other owners of the lots stated in the Third Schedule hereto releasing the Government from all debts, claims and demands, whether by way of compensation or otherwise, arising out of or in connection with the surrender of the said lots.

The grantee shall not partition the lot, nor assign, mortgage, charge or otherwise dispose of the lot except as a public act with the possession of or otherwise in writing of the District Commissioner, New Territories.

The lot shall be used only for non-profit making educational and/or social welfare purposes.

The grantee shall not without the prior written consent of the District Commissioner, New Territories use the area coloured red on the plan attached for the purpose of storage or for the erection of any temporary structure.

Where any cutting, removal or setting back of adjacent or nearby hillside or banks of any building or structure or any other part thereof, the grantee shall construct or bear the cost of the construction of such retaining walls or other support as shall be necessary to protect and support such hillside or banks and the lot itself and to prevent any falling away occurring thereafter, and shall at all times maintain the said retaining walls or other support in good and substantial repair and condition.

In the event of any landslip, subsidence or falling away occurring on or from the lot itself or from the adjacent hillside or banks or in or from the lot itself as a result of any default by the grantee under this condition, the grantee shall at his own expense reconstruct and make good the same and shall indemnify the Government from and against all costs, charges, damages, losses and claims, whether or not made, suffered or incurred through or by reason of such default.

If in the opinion of the District Commissioner, New Territories, the grantee shall at any time be in default under this condition, then in addition to the other rights or remedies herein provided for breach of any of the provisions hereof, the said District Commissioner shall be entitled by a notice in writing to call upon the grantee to carry out such construction and make good any falling away, landslip or subsidence as may be required by him in the notice and to maintain and make good any falling away, landslip or subsidence as may be required by him in the notice.

If the notice shall require the grantee to carry out such construction and make good any falling away, landslip or subsidence as may be required by him in the notice, the grantee shall forthwith execute and carry out the work and the grantee shall be deemed to have accepted the notice and to have agreed to carry out the work and to have agreed to indemnify the Government against all costs, charges, damages, losses and claims, whether or not made, suffered or incurred through or by reason of such default.

In the event of spill or debris from the site or from other sites affected by the development of the lot being eroded and washed down on to public lanes or roads or into road-culverts, sewers, storm-water drains or nullahs or other Government properties the grantee shall be held responsible and shall pay to the Government on demand the cost of removal of the spill and debris from the lanes or roads or into road-culverts, sewers, storm-water drains or nullahs or other Government properties. The grantee shall indemnify the Government against all actions, claims and demands arising out of any damage or nuisance to private property caused by such erosion and washing down.

The grantee shall pay to the Government on demand the cost of removing, diverting and reinstating elsewhere as may be required any drains, sewers, nullahs, water courses, pipes, cables, wires, utility services or any other works or

SPECIAL CONDITIONS OF CONTRACT**CONTENTS**

<u>SCC Clause No</u>	<u>Marginal Notes</u>
SCC1	Typographical error
SCC2	(Not used)
SCC3	Definitions
SCC4	Gender
SCC5	Duties and powers of the Architect, the Surveyor, the Architect's Representative and the Surveyor's Representative
SCC6	(Not used)
SCC7	(Not used)
SCC8	(Not used)
SCC9	Contractor's Liability (Artificial Turf System)
SCC10	Failure in the Artificial Turf System
SCC11	(Not used)
SCC12	(Not used)
SCC13	(Not used)
SCC14	(Not used)
SCC15	Contract information to be used for cost estimation or cost analysis for the Employer's other works
SCC16	Securities or sureties
SCC17	(Not used)
SCC18	(Not used)
SCC19	(Not used)
SCC20	Permissible disclosure of information related to dispute settlement
SCC21	Contractor's superintendence

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installations on the lot or on areas adjacent thereto which the District Commissioner, New Territories may consider it necessary to remove, divert or relocate.

6. Notwithstanding Regulation 15 (hereof, Regulations 1 to 14 inclusive of the Building (Planning) (Amendment) (No.2) Regulations, 2002 shall apply to the lot.

9. The grantee shall pay to the Government on demand any sum which the District Commissioner, New Territories shall certify to be the cost of making good any damage done to adjoining public roads by the grantee, his contractors or sub-contractors or his or their workmen or vehicles or by any spoil from the lot.

10. All storm or rain water from the lot and from the approach road thereto shall be conveyed into the nearest street course, catchpit, channel or storm water drain as required and in a manner to be approved by the District Commissioner, New Territories.

11. No materials shall be dumped or stored, nor shall any work be carried out within the boundaries of a public road or way without the prior written consent of the District Commissioner, New Territories.

12. The grantee shall at his own expense construct and maintain to the satisfaction of the District Commissioner, New Territories such drains or channels as the said District Commissioner may consider necessary to intercept and carry off storm water or rain water falling on or flowing from the hillside on to the lot, and the grantee shall be solely liable for any shall indemnify the Government and its officers, free and against all actions, claims and demands arising out of any damage or nuisance caused by such storm water or rain water and shall at all times during the continuance of the drains or channels within the boundaries of the lot or on Crown land.

13. Any damage or obstruction caused by the grantee, his servants or agents to any drain, sewer, storm water drain, watermain or other Government property within or adjoining the lot shall be made good by the Government at the cost of the grantee, and the amount due in respect thereof shall be paid on demand to the Government by the grantee.

14. The grantee shall pay to the Government on demand the cost of domestic any drains and sewers from the lot to the Government storm water drains and sewers when laid. Such works shall be carried out by the grantee in respect thereof of Public Works, who shall incur no liability to the grantee in respect thereof.

15. Any foundations proposed to be constructed near or adjoining any sewer, storm water drain or culvert within or adjoining the lot shall be approved by the Director of Public Works and may require.

16. The drainage of any building erected on the lot shall be effected as may be required by the Director of Public Works, and the grantee shall make all arrangements at his own expense and to the satisfaction of the said Director for the disposal of foul or contaminated water by the construction of septic tanks either within the lot or on Crown land or otherwise and upon such terms as the said Director shall require; and the grantee shall be solely liable for any damage or nuisance caused thereby.

17. The whole of the drainage within the lot shall be subject to the approval of the Director of Public Works, who may require these works to be carried out with selected pipes of cast iron, concrete, glazed stoneware or other approved materials.

18. The Government is unable to provide facilities for flush drainage at present and can give no guarantee as to when such facilities will be available.

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19. Upon completion of formation of the roads in the vicinity of the lot, filtered water supply from Government mains will be given on the usual terms and subject to the provisions of the Waterworks Ordinance or any enactment amending the same or substituted therefor.

20. In view of the limited water supplies in the Colony no guarantee can be given that any water which is supplied will be continuously available. The Water Authority has the right under the Waterworks Ordinance (Cap.102) to restrict the hours of supply, which is likely to be periodically necessary, or to withhold the service in whole or in part when in his opinion the available supply is insufficient.

21. No water from Government mains shall be used for plumbing purposes on any part of the lot without the written consent of the Water Authority. No fresh water for such purposes will not be given unless an alternative supply is impracticable and evidence to that effect is obtained and accepted by the Water Authority before a plumbing installation is completed. It may be possible for a mains supply of salt water to be provided and the grantee shall not therefore proceed to implement his proposals for plumbing until such proposals have been approved in writing by the Water Authority. In the event of a well or other supply of water proving inadequate and the lot being unsuitable for the plumbing installed, the lot shall not be accepted as a justification for the use of mains fresh water for plumbing purposes.

22. In the event of any authorized building works on the lot being exempt from the provisions of Sections 4, 7, 9, 28, 29, 30, 32, 34, 35, 36 and 37 of the Buildings Ordinance 1955 and the provisions of the Regulations made thereunder, the following conditions shall apply:

(a) No building works, site development works or drainage works shall be commenced on the lot until such plans and other details as may be considered necessary by the District Commissioner, New Territories shall have been prepared and submitted in duplicate to and approved in writing by the said District Commissioner.

(b) No alterations or additions to the buildings at present standing or at any time hereafter to be erected on the lot shall be made without the consent in writing of the said District Commissioner.

(c) Within two weeks of the completion of any building hereafter to be erected on the lot the grantee shall inform the said District Commissioner in writing of such completion.

(d) No building at any time hereafter to be erected on the lot shall be occupied in any way except by not more than two watchmen, until the said District Commissioner shall have given his consent in writing to the occupation of the building.

(e) Unless and only so far as otherwise provided in these Conditions, building plans, structural details and calculations in respect of any building at any time hereafter to be erected on the lot shall be prepared in accordance with the provisions of the Buildings Ordinance 1955, any Regulations made thereunder and any amending legislation.

Appendix A to
Special Conditions of Tender

RESTRICTED (TENDERS)

Tender for Contract No.: RFN125

Name of tenderer: _____

Alternative Products or Materials

I have taken into account the contract provisions on alternative products or materials in my Tender and I confirm that ALL my sub-contractors and/or suppliers have been informed and reminded of the contract provisions on alternative products or materials when quotations are obtained from such sub-contractors and/or suppliers for compiling my Tender.

Signed : _____

Person Authorised to sign
Government contracts on
the tenderer's behalf

Date : _____

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Appendix B

Schedule of Accommodation

- Administrative office for operator
- Back-of-the-house facilities including laundry, cold store, bookshop etc.
- Business center
- At least 3 nos. guest rooms and suites (at the whole second floor only)
- Lounge bar
- Multi-purpose function room with catering facilities including kitchen
- At least 4 nos. meeting rooms/small seminar rooms
- New auditorium for at least 100 persons
- Reception area
- Resources center / library

APPENDICES TO
SPECIAL CONDITIONS OF TENDER

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Appendix C

Drawing List

Drawing No.	Drawing Title
S-01	Location Plan
G-01	Ground Floor Plan
G-02	First Floor, Second Floor Plans and Section

Part B – Special Conditions of Tender

SCT19 (Not used)

SCT20 (Not used)

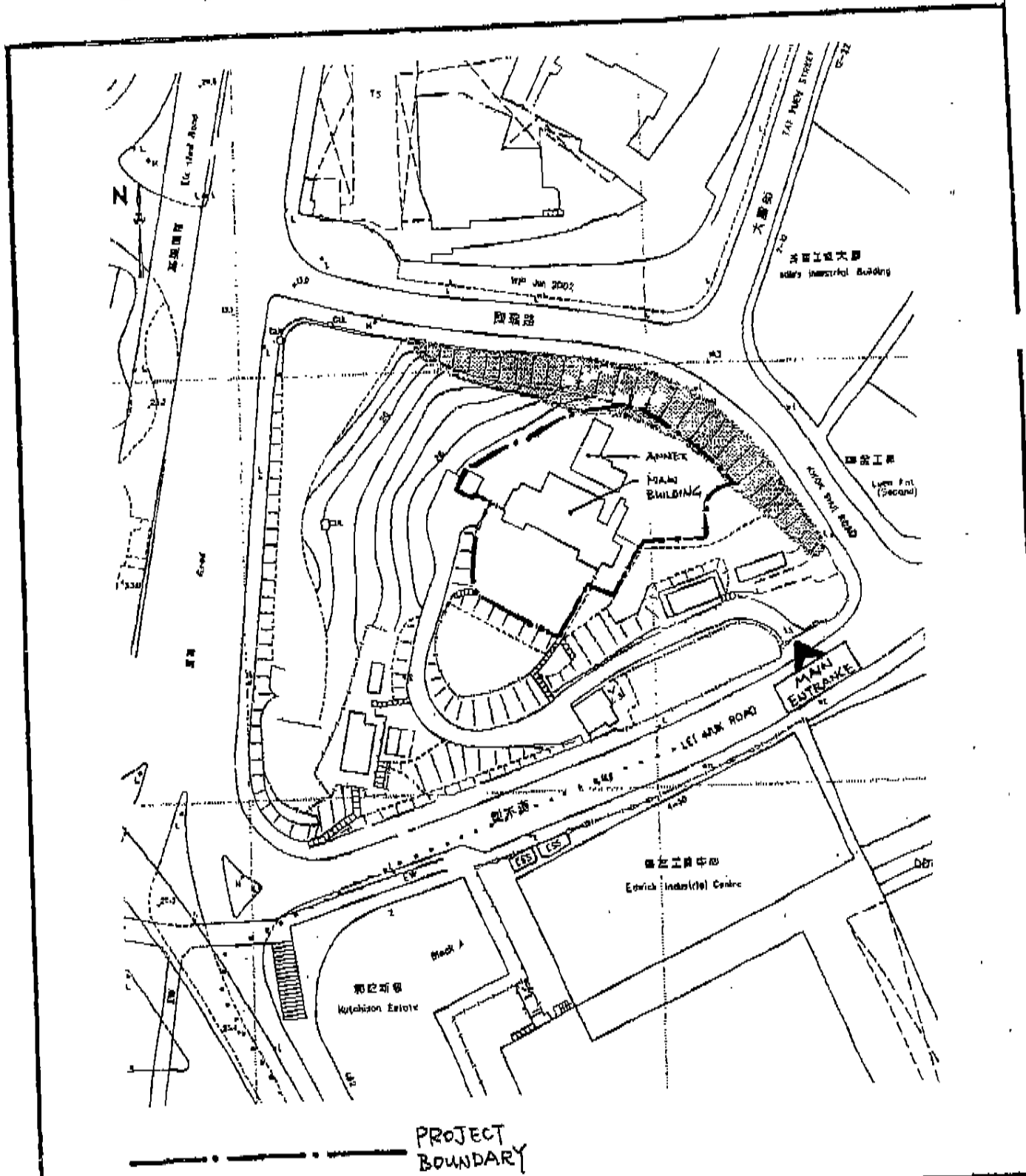
SCT21 Adjustment Item

- (1) If the Tenderer intends to enter a lump sum for adjustment in his Tender, he shall enter it in the space provided in the Summary of Tender.
- (2) Any other adjustments or purported adjustments in the Tender shall be transferred and added to or deducted from (as the case may be) the lump sum adjustment entered by the Tenderer in the Summary of Tender.
- (3) The lump sum (whether positive or negative) entered as adjustment by the Tenderer in the Summary of Tender or the resulting amount after adjustment as in sub-clause (2) of this Clause shall not exceed 10% of the unadjusted tender sum.
- (4) In sub-clauses (1) and (2) of this Clause, if a percentage is entered instead of a lump sum for adjustment in the Summary of Tender or for any other adjustments or purported adjustments in the Tender, the percentage shall be converted to a lump sum.

SCT22 (Not used)

SCT23 (Not used)

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Client:	GOOD PARTNER BUSINESS GROUP	Scale	N.T.S.
Drg. title	LOCATION PLAN	Date	NOV 2005
Drg. no.	S-01	Drawn	P.D.
		Job no.	APC 2005

Part B – Special Conditions of Tender

SCT15 (Not used)

SCT16 Schedule of Rates

- (a) The tenderer is required to submit with his Tender a fully priced and detailed Schedule of Rates with approximate quantities showing the build-up of the Tender.
- (b) The quality and quantity of the work included in the sum for this Schedule of Rates shall be that which is shown on the Drawings and/or described in the Specification insofar as such Drawings and/or Specification may apply. The tenderer shall determine the quantities for this Schedule of Rates both by reference to the relevant Drawings and/or Specification and to the quantities for any items which in the opinion of the tenderer are required for this Schedule of Rates but which nonetheless do not appear on the relevant Drawings and/or Specification.
- (c) Where “Provisional Quantities” are specified in the Specification, the tenderer shall include the specified quantity for the specified item in his Schedule of Rates and shall mark such item as “PROVISIONAL”.
- (d) A Schedule of Provisional Quantities for the following parts of the Works is issued to the tenderer in Annex I to the Summary of Tender :-
- (i) Schedule of Provisional Quantities for Site Cleanliness and Tidiness.

The Tenderer is required to complete the Schedule of Provisional Quantities as listed above with each item priced, extended and totalled.

The tenderer's attention is drawn to Clause 4(1)(a)(ii) and 4(1)(b) of the General Conditions of Tender for submission of the above Schedule of Rates.

SCT17 (Not used)

SCT18 Alternative products or materials

The phrase “or alternative products or materials having equivalent functions or performance” is deemed to be included wherever products or materials are specified by proprietary brand names in the Contract including the Drawings and Specification. Alternative products or materials of different brands or manufacture having equivalent functions or performance may be used if prior approval from the Architect has been obtained and the Contract Sum will be adjusted in accordance with the Special Conditions of Contract Clause SCC36.

The tenderer shall take into account these contract provisions when compiling his tender. The tenderer shall inform and remind his sub-contractors and/or suppliers of such contract provisions when quotations are obtained from such sub-contractors and/or suppliers for compiling the tender. The tenderer shall submit with his Tender a statement in the Form (Architectural Services Department's Form No. QS/TD.230) provided in Appendix B to these Special Conditions of Tender confirming that he has informed and reminded his sub-contractors and/or suppliers of such contract provisions. The statement shall be certified by a person authorized to sign Government contracts on the tenderer's behalf.