

Explanatory Note on Key Amendments to Standard Form of Building Contract (with quantities) (2005 edition)

Contents

Clause No.	Description		Reasons for Amendment
	Standard Form of Building Contract (with quantities) (2005 edition)	Standard Form of Building Contract (with quantities) (2005 edition (revised 2023))	
18.5	Damage by a Special Peril	Damage by a <u>Specified</u> Peril	Typo correction.
30.2	Access to Site and permission to carry out work	Access to <u>the</u> Site and permission to carry out work	Typo correction.
31	Access to Site and facilities to carry out work.	Access to <u>site</u> and facilities to carry out work	Typo correction.
42	-	Contracts (Rights of Third Parties) Ordinance (Cap. 623) Exclusion only applicable if expressly stated to be	New clause added.

Articles of Agreement

Clause No.	Description		Reasons for Amendment
	Standard Form of Building Contract (with quantities) (2005 edition)	Standard Form of Building Contract (with quantities) (2005 edition (revised 2023))	
-	Whereas..... and whereas..... and whereas..... and whereas.....	<u>(1)</u> Whereas..... <u>(2)</u> and whereas..... <u>(3)</u> and whereas..... <u>(4)</u> and whereas.....	To tally with the SFBC without quantities.

Explanatory Note on Key Amendments to Standard Form of Building Contract (with quantities) (2005 edition)

Clause 1 Interpretation and definitions

Clause No.	Description		Reasons for Amendment
	Standard Form of Building Contract (with quantities) (2005 edition)	Standard Form of Building Contract (with quantities) (2005 edition (revised 2023))	
1.6	<i>Contract Bills:</i> the priced bills of quantities referred to in the recitals of the Articles and submitted by the Contractor with his tender, or a certified true copy of those bills of quantities.	<i>Contract Bills:</i> the priced bills of quantities referred to in the <u>third recital</u> of the Articles and submitted by the Contractor with his tender, or a certified true copy of those bills of quantities.	To tally with the SFBC Sub-Contract Clause 1.6.
1.6	<i>Defects Liability Period:</i> the period stated in the Appendix under the reference to clause 17.3, commencing on the day after the Date of Substantial Completion of the Works or a Section or the day after the Relevant Date of Substantial Completion of a Relevant Part.	<i>Defects Liability Period:</i> the period stated in the Appendix under the reference to clause 17.3, commencing on the day after the Date of Substantial Completion of the Works or a Section or the day after the Relevant Date of <u>Substantial Completion</u> of a Relevant Part.	To tally with the SFBC Sub-Contract Clause 1.6.
1.6	Excepted Risks: (d) ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; and (e) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.	Excepted Risks: (d) ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; <u>and</u> (e) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.	Style consistency.

Clause 2 Contractor's obligations

Clause No.	Description		Reasons for Amendment
	Standard Form of Building Contract (with quantities) (2005 edition)	Standard Form of Building Contract (with quantities) (2005 edition (revised 2023))	
2.1(1)(g)	carry out the maintenance of mechanical and electrical equipment where required to do so by the Contract for the period of time so specified;	carry out the maintenance of mechanical and electrical <u>equipment systems</u> where required to do so by the Contract for the period of time so specified;	Drafting refinement to reflect the whole mechanical and electrical systems rather than individual equipment.

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Clause 4 Architect's Instructions

Clause No.	Description		Reasons for Amendment
	Standard Form of Building Contract (with quantities) (2005 edition)	Standard Form of Building Contract (with quantities) (2005 edition (revised 2023))	
4.2(1)	The Architect must issue all instructions in writing in accordance with clause 1.9.	The Architect must issue all instructions in writing in accordance with clause 1.9.	Drafting refinement as it does not need to refer to Clause 1.9 to maintain clarity.
4.3(2)	If the Contractor disagrees that the Architect is empowered by the Conditions to issue an instruction he may within 7 days of receipt of that instruction require the disagreement to be resolved under clause 41.	If the Contractor disagrees that the Architect is empowered by the Conditions to issue an instruction, he may within 7 days of receipt of that instruction require the disagreement to be resolved under clause 41.	Typo correction after 'issue an instruction'.
4.4(1)	In the event of an emergency caused by an event arising out of or in connection with the Works that threatens the safety of the Works or any person or property, the Contractor shall immediately:	In the event of an emergency caused by an event arising out of or in connection with the Works that threatens the safety of the Works or any person or property, the Contractor shall immediately:	Delete the redundant words: 'the Works or'.

Clause 5 Documents forming the Contract and other documents

Clause No.	Description		Reasons for Amendment
	Standard Form of Building Contract (with quantities) (2005 edition)	Standard Form of Building Contract (with quantities) (2005 edition (revised 2023))	
5.1(2)	The order of precedence of the documents forming the Contract shall be as listed in paragraphs (a) to (e) above and:	The order of precedence of the documents forming the Contract shall be as listed in paragraphs (a) to (e) above in descending order and:	To clarify the priority of document.
5.1(2)(a)	for the purpose of adjusting the Contract Sum the Contract Bills shall take precedence over the Contract Drawings and the Specification; but	for the purpose of adjusting the Contract Sum, the Contract Bills shall take precedence over the Contract Drawings and the Specification; but	Typo correction after 'the Contract Sum'.
5.1(2)(b)	for all other purposes including carrying out the construction of and completing the Works the Contract Drawings and the Specification shall take precedence over the Contract Bills.	for all other purposes including carrying out the construction of and completing the Works, the Contract Drawings and the Specification shall take precedence over the Contract Bills.	Typo correction after 'completing the Works'.
5.3	As soon as practicable after the acceptance of the Contractor's tender the Architect shall provide the Contractor, without charge, with:	As soon as practicable after the acceptance of the Contractor's tender, the Architect shall provide the Contractor, without charge, with:	Typo correction after 'the Contractor's tender'.

Explanatory Note on Key Amendments to Standard Form of Building Contract (with quantities) (2005 edition)

Clause 13 Variations, Provisional Quantities, Provisional Items and Provisional Sums

Clause No.	Description		Reasons for Amendment
	Standard Form of Building Contract (with quantities) (2005 edition)	Standard Form of Building Contract (with quantities) (2005 edition (revised 2023))	
13.1(1)(b)	the Contractor's written consent is given to an instruction either nominating a subcontractor to carry out work included in the Contract Bills which is to be carried out by the Contractor or omitting work in order for it to be carried out by others; and	the Contractor's written consent is given to an instruction either nominating a <u>sub-contractor</u> to carry out work included in the Contract Bills which is to be carried out by the Contractor or omitting work in order for it to be carried out by others; and	Typo correction.
13.1(2)	The instruction requiring a Variation shall describe the change required to the design, quality or quantity of the Works or the imposition of or change to any obligation or restriction on the Contractor and where appropriate the Architect shall issue revised drawings and/or schedules.	<u>An</u> instruction requiring a Variation shall describe the change required to the design, quality or quantity of the Works or the imposition of or change to any obligation or restriction on the Contractor and where appropriate the Architect shall issue revised drawings and/or schedules.	To tally with the SFBC NSC Clause 13.1(2).
13.1(3)	The Contractor has no right to carry out work involving a Variation without a written instruction from the Architect or confirmation of an oral instruction from the Contractor except in the event of an emergency as provided for in Clause 4.4.	The Contractor has no right to carry out work involving a Variation without a written instruction from the Architect or confirmation of an oral instruction from the Contractor except in the event of an emergency as provided for in <u>clause</u> 4.4.	Style consistency.
13.4(1)(c)(iii)	where the work is not the same as or similar in character to any work priced in the Contract Bills the work shall be valued at fair rates; and	where the work is not the same as or similar in character to any work priced in the Contract Bills []] the work shall be valued at fair rates; and	Typo correction after 'the Contract Bills'
13.4(2)(d)(i)	the labour rates contained in the record of Average Daily Wages of Workers Engaged in Government Building and Construction Projects published by the Census and Statistics Department of the Government of the Hong Kong Special Administrative Region current at the date when the work is carried out;	the labour rates contained in the record of Average Daily Wages of Workers Engaged in <u>Government Building and Public Sector Construction Projects</u> <u>as Reported by Main Contractors</u> published by the Census and Statistics Department of the Government of the Hong Kong Special Administrative Region <u>current at the date when for the month in which</u> the work is carried out;	To tally with the names and periods used by the Census and Statistics Department.

Explanatory Note on Key Amendments to Standard Form of Building Contract (with quantities) (2005 edition)

Clause 13 Variations, Provisional Quantities, Provisional Items and Provisional Sums (cont'd)

Clause No.	Description		Reasons for Amendment
	Standard Form of Building Contract (with quantities) (2005 edition)	Standard Form of Building Contract (with quantities) (2005 edition (revised 2023))	
13.4(3)(b)	if in the Quantity Surveyor's opinion the Contractor has reasonably incurred expense which has become wholly or partly unnecessary as a result of the omission of the work, a fair adjustment shall be made to the Valuation in respect of that expense.	if in the Quantity Surveyor's opinion the Contractor has reasonably incurred expense which has become wholly or partly unnecessary as a result of the omission of the work, a fair adjustment shall be made to the Valuation in respect of that expense.	To tally with the SFBC NSC Clause 13.4(3)(b).
13.4(5)	An appropriate allowance shall be made in a Valuation under clause 13.4 for any percentage or lump sum adjustment made to the Contract Bills.	An appropriate allowance shall be made in a Valuation under clause 13.4 for any percentage or lump sum adjustment made to the Contract Bills.	Any lump sum adjustment should have been agreed to be converted into a percentage adjustment before the award of the Contract, otherwise, it should not affect the unit rates.
13.7	If and to the extent that an instruction requiring a Variation arose as a result of a breach of contract or other default by the Contractor or any person for whom the Contractor is responsible the Quantity Surveyor shall take the effect of the breach or default into account in the Valuation of the Variation.	If and to the extent that an instruction requiring a Variation arose as a result of a breach of contract or other default by the Contractor or any person for whom the Contractor is responsible the Quantity Surveyor shall take the effect of the breach or default into account in the Valuation of the Variation.	Typo correction after 'the Contractor is responsible'.

Explanatory Note on Key Amendments to Standard Form of Building Contract (with quantities) (2005 edition)

Clause 14 Contract Bills

Clause No.	Description		Reasons for Amendment
	Standard Form of Building Contract (with quantities) (2005 edition)	Standard Form of Building Contract (with quantities) (2005 edition (revised 2023))	
14.1	The quality and quantity of the work included in the Contract Sum stated in Article 2 shall be deemed to be that which is set out in the Contract Bills which shall be read in conjunction with the Specification to amplify and supplement the descriptions in the Contract Bills.	The quality and quantity of the work included in the Contract Sum stated in Article 2 shall be deemed to be that which is set out in the Contract Bills which shall be read in conjunction with the Specification <u>and the</u> <u>Contract Drawings</u> to amplify and supplement the descriptions in the Contract Bills.	To give effect that the Contract Drawings are also part of the Contract Documents.
14.2(2)	A departure from the Standard Method of Measurement of Building Works in measuring any work shall be specifically stated in the 'preliminaries' or 'preambles' sections of the Contract Bills and the same method as used to measure that work shall be used for the measurement of any similar work that may be required to be measured and valued under clause 13.	<u>Any</u> departure from the Standard Method of Measurement of Building Works in measuring any work shall be specifically stated in the 'preliminaries' or 'preambles' sections of the Contract Bills <u>or in the</u> <u>descriptions of the applicable items in the Contract Bills</u> and the same method as used to measure that work shall be used for the measurement of any similar work that may be required to be measured and valued under clause 13.	To tally with the practice.
14.3(1)	An error in description or in quantity or the omission of an item from the Contract Bills shall not vitiate the Contract nor release the Contractor from any of his obligations or liabilities.	An error in description or in quantity or <u>in</u> the omission of an item from the Contract Bills shall not vitiate the Contract nor release the Contractor from any of his obligations or liabilities.	Drafting refinement.
14.3(3)	An error in description of an item shall be corrected, and if in the Quantity Surveyor's opinion the rate for that item in the Contract Bills is no longer fair by reason of that correction, he shall fix a new rate that is fair to both parties.	An error in description of an item shall be corrected <u>and</u> , if in the Quantity Surveyor's opinion, the rate for that item in the Contract Bills is no longer fair by reason of that correction, <u>the Quantity Surveyor</u> shall fix a new rate that is fair to both parties.	Style consistency, and to tally with the SFBC NSC & NS.

Explanatory Note on Key Amendments to Standard Form of Building Contract (with quantities) (2005 edition)

Clause 16 Materials and goods on or off-site

Clause No.	Description		Reasons for Amendment
	Standard Form of Building Contract (with quantities) (2005 edition)	Standard Form of Building Contract (with quantities) (2005 edition (revised 2023))	
16(2)	Materials and goods delivered to or adjacent to the Site shall not be removed without the consent of the Architect. If they have become the property of the Employer the Contractor shall remain responsible for loss or damage to them except to the extent that the loss or damage is due to an act or neglect of the Employer or any person for whom the Employer is responsible.	Materials and goods delivered to or adjacent to the Site shall not be removed without the consent of the Architect. If they have become the property of the Employer, the Contractor shall remain responsible for loss or damage to them except to the extent that the loss or damage is due to an act or neglect of the Employer or any person for whom the Employer is responsible.	Typo correction after 'property of the Employer'.

Clause 17 Substantial Completion and defects liability

Clause No.	Description		Reasons for Amendment
	Standard Form of Building Contract (with quantities) (2005 edition)	Standard Form of Building Contract (with quantities) (2005 edition (revised 2023))	
17.2(1)	If sectional completion of the Works is provided for in the Contract or the Employer takes possession of a Relevant Part each Section or Relevant Part shall have its own separate Defects Liability Period.	If sectional completion of the Works is provided for in the Contract or the Employer takes possession of a Relevant Part, each Section or Relevant Part shall have its own separate Defects Liability Period.	Typo correction after 'a Relevant Part'.
17.2(2)	The Architect shall issue a Substantial Completion Certificate upon Substantial Completion of each Section or Relevant Part except for the last one. Upon Substantial Completion of the last Section or Relevant Part the Architect shall issue the Substantial Completion Certificate for the Works and Substantial Completion of the whole of the Works shall be deemed to have taken place on the date stated in that certificate.	The Architect shall issue a Substantial Completion Certificate upon Substantial Completion of each Section or Relevant Part except for the last one. Upon Substantial Completion of the last Section or Relevant Part, the Architect shall issue the Substantial Completion Certificate for the Works and Substantial Completion of the whole of the Works shall be deemed to have taken place on the date stated in that certificate.	Typo correction after 'last Section or Relevant Part'.

Explanatory Note on Key Amendments to Standard Form of Building Contract (with quantities) (2005 edition)

Clause 17 Substantial Completion and defects liability (cont'd)

Clause No.	Description		Reasons for Amendment
	Standard Form of Building Contract (with quantities) (2005 edition)	Standard Form of Building Contract (with quantities) (2005 edition (revised 2023))	
17.3(1)	The Contractor shall rectify all defects, shrinkages or other faults which are identified during the Defects Liability Period of the Works, a Section or a Relevant Part stated in the Appendix, and are caused either by materials, goods or workmanship which are not in accordance with the Contract, by natural causes or as a result of a Specified Peril occurring during the construction period prior to Substantial Completion.	The Contractor shall rectify all defects, shrinkages or other faults [collectively "the defects" in clauses 17.3 to 17.7] which are identified during the Defects Liability Period of the Works, a Section or a Relevant Part stated in the Appendix, and are caused either by materials, goods or workmanship which are not in accordance with the Contract, by natural causes or as a result of a Specified Peril occurring during the construction period prior to Substantial Completion.	Drafting refinement.
17.3(4)	If the Contractor does not comply with the Architect's instruction to rectify the defects listed in a schedule of defects within a reasonable time the provisions of clauses 4.3(3) and 4.3(4) shall apply.	If the Contractor does not comply with the Architect's instruction to rectify the defects listed in a schedule of defects within a reasonable time] the provisions of clauses 4.3(3) and 4.3(4) shall apply.	Typo correction after 'reasonable time'.
17.5(2)	Upon the completion of rectifying defects to the last Section or Relevant Part in accordance with clause 17.4 the Architect shall issue a Defects Rectification Certificate for the Works and the completion of rectifying defects for the whole of the Works shall be deemed to have taken place on the date stated in the certificate.	Upon the completion of rectifying defects to the last Section or Relevant Part in accordance with clause 17.4] the Architect shall issue a Defects Rectification Certificate for the Works and the completion of rectifying defects for the whole of the Works shall be deemed to have taken place on the date stated in the certificate.	Typo correction after 'clause 17.4'.

Explanatory Note on Key Amendments to Standard Form of Building Contract (with quantities) (2005 edition)

Clause 18 Partial possession by Employer

Clause No.	Description		Reasons for Amendment
	Standard Form of Building Contract (with quantities) (2005 edition)	Standard Form of Building Contract (with quantities) (2005 edition (revised 2023))	
18.4(a)	where sectional completion is not contemplated under the Contract, the rate of liquidated and ascertained damages in respect of the Works shall be reduced, during the period when the Works remains incomplete after the Relevant Date, by the same proportion as the estimated amount contained in the Contract Sum for the Relevant Part bears to the Contract Sum; or	where sectional completion is not contemplated under the Contract, the rate of liquidated and ascertained damages in respect of the Works shall be reduced, during the period when the Works remains <input type="checkbox"/> incomplete after the Relevant Date, by the same proportion as the estimated amount contained in the Contract Sum for the Relevant Part bears to the Contract Sum; or	Typo correction after 'the Works'.

Clause 21 Insurance against injury to persons or property

Clause No.	Description		Reasons for Amendment
	Standard Form of Building Contract (with quantities) (2005 edition)	Standard Form of Building Contract (with quantities) (2005 edition (revised 2023))	
21.1(1)	The Contractor shall effect and maintain employees' compensation insurance in compliance with the provisions of the Employees Compensation Ordinance in the joint names of the Contractor, his sub-contractors and their respective sub-contractors of all tiers against all liabilities arising in respect of bodily injury to, disease contracted by or death of the Contractor's or any sub-contractor's of all tiers employees arising out of and in the course of their employment on the Works or in connection with the Contract.	The Contractor shall effect and maintain employees' compensation insurance in compliance with the provisions of the Employees <input type="checkbox"/> Compensation Ordinance in the joint names of <input type="checkbox"/> the Employer as the Principal, the Contractor, his sub-contractors and their respective sub-contractors of all tiers, against all liabilities arising in respect of bodily injury to, disease contracted by or death of the Contractor's or any sub-contractor's of all tiers <input type="checkbox"/> employees employees of the Contractor or any sub-contractors of all tiers arising out of and in the course of their employment on the Works or in connection with the Contract.	The Employer should also be insured as the principal. Correction of grammar of the phrase referring to the employees.

Explanatory Note on Key Amendments to Standard Form of Building Contract (with quantities) (2005 edition)

Clause 21 Insurance against injury to persons or property (cont'd)

Clause No.	Description		Reasons for Amendment
	Standard Form of Building Contract (with quantities) (2005 edition)	Standard Form of Building Contract (with quantities) (2005 edition (revised 2023))	
21.2(1)(b)	injury or damage to real or personal property other than the Works insofar as the injury or damage arises out of, or in the course of, or by reason of the carrying out of the Works and whether arising on or off the Site, including injury or damage caused by any act or neglect of the Employer or any person for whom the Employer is responsible or by collapse, subsidence, heave, vibration, weakening or removal of support or lowering of ground water due to any cause other than:	injury or damage to real or personal property other than the Works insofar as the injury or damage arises out of, or in the course of, or by reason of the carrying out of the Works and whether arising on or off the Site, including injury or damage caused by any act or neglect of the Employer or any person for whom the Employer is responsible or by collapse, subsidence, heave, vibration, weakening or removal of support or lowering of ground water, due to any cause other than:	Typo correction after 'lowering of ground water'.
21.2(1)(b)(ii)	pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds,	pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds; and	Missing "and" added.
Heading for 21.7		<i>Deductibles and exclusions</i>	Due to addition of new clause 21.7.
21.7		Any amount not insured or not recovered under the policy referred to in clause 21.2 including, without limitation, the amount of any deductibles, shall be borne by the Contractor or the Employer in accordance with their respective responsibilities as if there is no insurance.	This additional clause is to clarify the misconception that whoever requires the insurance claim should bear the deductible or excess or exclusion. The insurance obligations should not override the risk liabilities.

Explanatory Note on Key Amendments to Standard Form of Building Contract (with quantities) (2005 edition)

Clause 22 Insurance of the Works

Clause No.	Description		Reasons for Amendment
	Standard Form of Building Contract (with quantities) (2005 edition)	Standard Form of Building Contract (with quantities) (2005 edition (revised 2023))	
22.4(1)	The Contractors' All Risks Insurance of the Works shall be effected and maintained in the joint names of the Employer, the Contractor, his sub-contractors and their respective sub-contractors of all tiers and suppliers. The insurance cover shall run from the Commencement Date until 14 days after the issue of the Substantial Completion Certificate for the Works or 14 days after the determination of the employment of the Contractor, whether valid or not, whichever is earlier.	The Contractors' All Risks Insurance of the Works shall be effected and maintained in the joint names of the Employer, the Contractor, his sub-contractors and their respective sub-contractors of all tiers and suppliers. The insurance cover shall run from the commencement of the Works Date for Possession of the Site, whichever is earlier, until 14 days after the issue of the Substantial Completion Certificate for the Works or 14 days after the determination of the employment of the Contractor, whether valid or not, whichever is earlier.	To address the problem that the Commencement Date can be defined to be later than the Date of/for Possession leaving no insurance cover for the interim period.
22.4(2)	If the Contract provides for sectional completion of the Works or the Employer has taken possession of a Relevant Part, the obligation of the party responsible for effecting the Contractors' All Risks Insurance of the Works shall terminate in relation to any Section or Relevant Part 14 days after Substantial Completion of that Section or Relevant Part.	If the Contract provides for sectional completion of the Works or the Employer has taken possession of a Relevant Part, the obligation of the party responsible for effecting to effect the Contractors' All Risks Insurance of the Works shall terminate in relation to any Section or Relevant Part 14 days after Substantial Completion of that Section or Relevant Part.	To clarify that only the obligation to effect the insurance is terminated but not other obligations.
22.5	In the event of loss or damage to work, materials or goods caused by a peril covered by the Contractors' All Risks Insurance of the Works the Contractor shall:	In the event of loss or damage to work, materials or goods caused by a peril covered by the Contractors' All Risks Insurance of the Works, the Contractor shall:	Typo correction.

Explanatory Note on Key Amendments to Standard Form of Building Contract (with quantities) (2005 edition)

Clause 22 Insurance of the Works (cont'd)

Clause No.	Description		Reasons for Amendment
	Standard Form of Building Contract (with quantities) (2005 edition)	Standard Form of Building Contract (with quantities) (2005 edition (revised 2023))	
22.6	The Contractor shall not be entitled to any payment in respect of the replacement, repair or restoration of the loss or damage and the removal and disposal of debris other than the amount received under the Contractors' All Risks Insurance of the Works unless and to the extent that the loss or damage was caused or contributed to by a breach of contract or other default by the Employer or any person for whom the Employer is responsible.	The Contractor shall not be entitled to any payment in respect of the replacement, repair or restoration of the loss or damage and the removal and disposal of debris other than the amount received under the Contractors' All Risks Insurance of the Works <u>(less only any amount included for the professional fee as stated in clause 22.2(b))</u> unless and to the extent that the loss or damage was caused or contributed to by a breach of contract or other default by the Employer or any person for whom the Employer is responsible.	The professional fee compensated should be given directly to the professionals.
22A.2(1)	The Contractors' All Risks Insurance of the Works shall be effected with insurers approved by the Architect. The Contractor shall deposit with the Architect evidence of cover prior to the commencement of the Works and produce the premium receipt and any relevant endorsements as soon as practicable afterwards, followed by a copy of the insurance policy as soon as it becomes available.	The Contractors' All Risks Insurance of the Works shall be effected with insurers approved by the Architect. The Contractor shall deposit with the Architect evidence of cover prior to the commencement of the Works <u>or taking possession of the Site,</u> whichever is earlier, and produce the premium receipt and any relevant endorsements as soon as practicable afterwards, followed by a copy of the insurance policy as soon as it becomes available.	To address the problem that the Commencement Date can be defined to be later than the Date of/for Possession leaving no insurance cover for the interim period.
22A.3(2)	The Contractor shall produce the annual policy of insurance, premium receipt and the endorsement for inspection by the Architect prior to the commencement of the Works and the annual premium receipt within 14 days after each renewal date.	The Contractor shall produce the annual policy of insurance, premium receipt and the endorsement for inspection by the Architect prior to the commencement of the Works <u>or taking possession of the Site,</u> whichever is earlier, and the annual premium receipt within 14 days after each renewal date.	To address the problem that the Commencement Date can be defined to be later than the Date of/for Possession leaving no insurance cover for the interim period.

Explanatory Note on Key Amendments to Standard Form of Building Contract (with quantities) (2005 edition)

Clause 22 Insurance of the Works (cont'd)

Clause No.	Description		Reasons for Amendment
	Standard Form of Building Contract (with quantities) (2005 edition)	Standard Form of Building Contract (with quantities) (2005 edition (revised 2023))	
22B.2(1)	The Employer shall provide evidence to the Contractor that the Contractors' All Risks Insurance of the Works under clause 22B.1 has been effected and is being maintained prior to the commencement of the Works and produce the premium receipt and any relevant endorsements as soon as practicable afterwards, followed by a copy of the insurance policy as soon as it becomes available.	The Employer shall provide evidence to the Contractor that the Contractors' All Risks Insurance of the Works under clause 22B.1 has been effected and is being maintained prior to the commencement of the Works <u>or taking possession of the Site, whichever is earlier,</u> and produce the premium receipt and any relevant endorsements as soon as practicable afterwards, followed by a copy of the insurance policy as soon as it becomes available.	To address the problem that the Commencement Date can be defined to be later than the Date of/for Possession leaving no insurance cover for the interim period.
22C.3(1)	The Employer shall provide evidence to the Contractor that the insurances under clauses 22C.1 and 22C.2 have been effected and are being maintained prior to the commencement of the Works and produce the premium receipts and any relevant endorsements as soon as practicable afterwards, followed by a copy of each of the insurance policies as soon as they become available.	The Employer shall provide evidence to the Contractor that the insurances under clauses 22C.1 and 22C.2 have been effected and are being maintained prior to the commencement of the Works <u>or taking possession of the Site, whichever is earlier,</u> and produce the premium receipts and any relevant endorsements as soon as practicable afterwards, followed by a copy of each of the insurance policies as soon as they become available.	To address the problem that the Commencement Date can be defined to be later than the Date of/for Possession leaving no insurance cover for the interim period.

Explanatory Note on Key Amendments to Standard Form of Building Contract (with quantities) (2005 edition)

Clause 24 Damages for non-completion

Clause No.	Description		Reasons for Amendment
	Standard Form of Building Contract (with quantities) (2005 edition)	Standard Form of Building Contract (with quantities) (2005 edition (revised 2023))	
24.2(1)	If the Architect issues a certificate under clause 24.1(1), the Contractor shall, if required to do so by a notice from the Employer, pay or allow to the Employer liquidated and ascertained damages at the rate per day referred to in clause 24.2(3) for the period between the Completion Date and the Date of Substantial Completion.	If the Architect issues a certificate under clause 24.1(1), the Contractor shall, if required to do so by a notice from the Employer, pay or allow to the Employer liquidated and ascertained damages at the rate per day referred to in clause 24.2(3) for the period between the Completion Date and the Date of Substantial Completion commencing from the date by which the Architect certified the Works or Section ought to have been completed under clause 24.1(1) up to and including the date by which the Works or Section were completed as certified under the Substantial Completion Certificate.	Clause 24.1(1) refers to “the Completion Date” and “the date by which the Works or Section ought to have been completed” which appears to infer two different dates. In principle, they should be the same because any ought-to-complete date should become the Completion Date. The change is to tally with the date stated in clause 24.1(1).

Explanatory Note on Key Amendments to Standard Form of Building Contract (with quantities) (2005 edition)

Clause 25 Extension of Time

Clause No.	Description		Reasons for Amendment
	Standard Form of Building Contract (with quantities) (2005 edition)	Standard Form of Building Contract (with quantities) (2005 edition (revised 2023))	
25.1(1)	As soon as practicable but in any case within 28 days of the commencement of an event likely to cause delay to the completion of the Works or a Section beyond the Completion Date becoming apparent, the Contractor shall give notice (referred to in Clause 25 as the 'first notice') to the Architect.	As soon as practicable but in any case within 28 days of the commencement of an event likely to cause delay to the completion of the Works or a Section beyond the Completion Date becoming apparent, the Contractor shall give notice (referred to in <u>Clause</u> <u>clause</u> 25 as the 'first notice') to the Architect.	Typo correction.
25.1(3)(b)	inclement weather conditions, being rainfall in excess of twenty millimetres in a twenty-four hour period (midnight to midnight) as recorded by the Hong Kong Observatory station nearest to the Site, and/or its consequences adversely affecting the progress of the Works;	inclement weather conditions, being rainfall in excess of twenty millimetres in a twenty-four hour period (midnight to midnight) as recorded by the Hong Kong Observatory station nearest to the Site, and/or <u>its their</u> consequences adversely affecting the progress of the Works;	Grammatical correction.
25.2(3)(b)	make further submissions to the Architect at intervals not exceeding 28 days giving further interim particulars and estimates of the length of the delay until the delay ceases;	make further submissions to the Architect at intervals not exceeding 28 days giving further interim particulars and estimates of the length of the delay until the delay ceases; <u>and</u>	Missing "and" added.
25.5(2)	After receiving the Architect's notification the Contractor may, at his own discretion and with no entitlement to receive additional payment, take the measures that he considers necessary to expedite the progress to complete the Works by the Completion Date.	After receiving the Architect's notification, the Contractor may, at his own discretion and with no entitlement to receive additional payment, take the measures that he considers necessary to expedite the progress to complete the Works by the Completion Date.	Typo correction after 'Architect's notification'.

Explanatory Note on Key Amendments to Standard Form of Building Contract (with quantities) (2005 edition)

Clause 26 Delay recovery measures

Clause No.	Description		Reasons for Amendment
	Standard Form of Building Contract (with quantities) (2005 edition)	Standard Form of Building Contract (with quantities) (2005 edition (revised 2023))	
26.5(2)	The Contractor shall submit to the Quantity Surveyor a statement of his costs with full supporting details and the Quantity Surveyor shall ascertain in the amount of additional payment to be made as reimbursement to the Contractor.	The Contractor shall submit to the Quantity Surveyor a statement of his costs with full supporting details and the Quantity Surveyor shall ascertain in the amount of additional payment to be made as reimbursement to the Contractor.	To tally with the SFBC without quantities Clause 26.5(2).

Clause 27 Direct loss and/or expense

Clause No.	Description		Reasons for Amendment
	Standard Form of Building Contract (with quantities) (2005 edition)	Standard Form of Building Contract (with quantities) (2005 edition (revised 2023))	
27.1(1)	If, in the Contractor's opinion, he has incurred or is likely to incur direct loss and/or expense because the progress of the Works has been or is likely to be delayed or disrupted by an event set out in clause 27.1 (referred to in clause 27 as a qualifying event') and the Contractor intends to claim additional payment for this, he shall follow the procedures set out in clause 28 and shall also identify in his notice of claim which of the qualifying events he believes to be the cause of the direct loss and/or expense:	If, in the Contractor's opinion, he has incurred or is likely to incur direct loss and/or expense because the progress of the Works has been or is likely to be delayed or disrupted by an event set out in clause 27.1 (referred to in clause 27 as a qualifying event') and the Contractor intends to claim additional payment for this, he shall follow the procedures set out in clause 28 and shall also identify in his notice of claim which of the qualifying events he believes to be the cause of the direct loss and/or expense ; .	Typo correction.
Heading for 27.4	<i>Nominated Sub-Contractor's claim for additional payment</i>	<i>Nominated Sub-Contractor's</i>] <i>Nominated Supplier's</i> claim for additional payment	Due to addition of new clause 27.5.
27.4(5)	-	Sub-clauses (1) to (4) above equally apply to Nominated Suppliers and shall be read accordingly to give that effect.	A new clause to include Nominated Supplier's claim for additional payment.

Explanatory Note on Key Amendments to Standard Form of Building Contract (with quantities) (2005 edition)

Clause 28 Notice of claims for additional payment

Clause No.	Description		Reasons for Amendment
	Standard Form of Building Contract (with quantities) (2005 edition)	Standard Form of Building Contract (with quantities) (2005 edition (revised 2023))	
28.2(2)	The Contractor shall as soon as practicable but in any case within 60 days of giving notice under clause 28.1, submit to the Architect:	The Contractor shall as soon as practicable []] but in any case within 60 days of giving notice under clause 28.1, submit to the Architect:	Typo correction after 'practicable'.

Clause 29 Notice of claims for additional payment

Clause No.	Description		Reasons for Amendment
	Standard Form of Building Contract (with quantities) (2005 edition)	Standard Form of Building Contract (with quantities) (2005 edition (revised 2023))	
29.10(3)	Where a Nominated Sub-Contract requires the sub-contract works to be carried out at the same time as the Works with no separate completion date specified, those works shall be deemed to have been substantially completed on the day stated in the Substantial Completion Certificate for the Works and the Architect shall issue a copy of this certificate to each Nominated Sub-Contractor.	Where a Nominated Sub-Contract requires the sub-contract works to be carried out at the same time as the Works with no separate completion date specified, those works shall be deemed to have been substantially completed on the <u>date</u> stated in the Substantial Completion Certificate for the Works and the Architect shall issue a copy of this certificate to each Nominated Sub-Contractor.	Typo correction.
29.11(2)	If in the Architect's opinion the Nominated Sub-Contractor has failed to complete the sub-contract works on time the Architect shall issue a certificate to the Contractor to that effect in the form required by the sub-contract within 28 days of the Contractor's notification under clause 29.11(1), provided that the Architect is satisfied that the Contractor has followed the provisions of clause 29.9, and shall issue a copy of his certificate to the Nominated Sub-Contractor.	If in the Architect's opinion the Nominated Sub-Contractor has failed to complete the sub-contract works on time []] the Architect shall issue a certificate to the Contractor to that effect in the form required by the sub-contract within 28 days of the Contractor's notification under clause 29.11(1), provided that the Architect is satisfied that the Contractor has followed the provisions of clause 29.9, and shall issue a copy of his certificate to the Nominated Sub-Contractor.	Typo correction.

Explanatory Note on Key Amendments to Standard Form of Building Contract (with quantities) (2005 edition)

Clause 30 Persons engaged by Employer

Clause No.	Description		Reasons for Amendment
	Standard Form of Building Contract (with quantities) (2005 edition)	Standard Form of Building Contract (with quantities) (2005 edition (revised 2023))	
30.1(b)	a person engaged by the Employer under clause 4.3(3); and	a person engaged by the Employer under clause 4.3(3); and	Style consistency.

Clause 32 Certificates and payments

Clause No.	Description		Reasons for Amendment
	Standard Form of Building Contract (with quantities) (2005 edition)	Standard Form of Building Contract (with quantities) (2005 edition (revised 2023))	
32.1(4)	The Contractor shall submit to the Quantity Surveyor, at least 14 days before the date on which an Interim Certificate is due to be issued, a statement setting out the Contractor's estimate of the gross valuation of the work in progress including:	The Contractor shall submit to the Quantity Surveyor, with copies to the Architect and the Engineer as appropriate, at least 14 days before the date on which an Interim Certificate is due to be issued, a statement setting out the Contractor's estimate of the gross valuation of the work in progress including:	A copy of Contractor's estimate of the gross valuation of the work in progress should also be provided to the Architect or Engineer for reference.
32.3	The Architect may, at his discretion or where expressly provided in the Contract, include the value of materials or goods intended for inclusion in the Works in an Interim Certificate before the materials or goods are delivered to or adjacent to the Site and if this is the case he shall instruct the Quantity Surveyor to estimate the value of these materials or goods for inclusion in the Quantity Surveyor's interim valuation of the work in progress under clause 32.1(5).	The Architect may, at his discretion or where expressly provided in the Contract, include the value of materials or goods intended for inclusion in the Works in an Interim Certificate before the materials or goods are delivered to or adjacent to the Site provided the materials and goods have been clearly and visibly marked to identify that they are held for the Employer for use upon the Works only and have been properly insured for the benefit of the Employer against physical loss or damage until delivery to the Site and if this is the case he shall instruct the Quantity Surveyor to estimate the value of these materials or goods for inclusion in the Quantity Surveyor's interim valuation of the work in progress under clause 32.1(5).	To impose additional requirements regarding payment for materials off site so as to protect the Employer's interest.

Explanatory Note on Key Amendments to Standard Form of Building Contract (with quantities) (2005 edition)

Clause 32 Certificates and payments (Cont'd)

Clause No.	Description		Reasons for Amendment
	Standard Form of Building Contract (with quantities) (2005 edition)	Standard Form of Building Contract (with quantities) (2005 edition (revised 2023))	
32.4(3)	The retention on the payment for the Nominated Sub-Contractor's work in progress and the Nominated Supplier's supply of materials or goods shall be calculated in accordance with the sub-contract or the supply contract, as the case may be and added to the Retention held on the payment for the Contractor's work.	The retention on the payment for the Nominated Sub-Contractor's work in progress and the Nominated Supplier's supply of materials or goods shall be calculated in accordance with the sub-contract or the supply contract, as the case may be, and added to the Retention held on the payment for the Contractor's work.	Typo correction.
32.5(2)	The Architect shall issue an Interim Certificate for the payment of one-half of the Retention held in respect of the whole of the Works, a Section or a Relevant Part, as the case may be, 14 days after Substantial Completion of the whole of the Works, that Section or Relevant Part.	The Architect shall issue an Interim Certificate for the payment of one-half of the Retention held in respect of the whole of the Works, a Section or a Relevant Part, as the case may be, 14 days after Substantial Completion of the whole of the Works within 14 days after the issue of the Substantial Completion Certificate for the whole of the Works, that Section or Relevant Part.	To give a more definite time frame when half of the Retention should be released.
32.5(4)	The Architect shall issue an Interim Certificate for payment of all remaining Retention within 14 days after the issue of the Defects Rectification Certificate for the whole of the Works under clause 17.4 or 17.5.	The Architect shall issue an Interim Certificate for payment of the remaining Retention held in respect of the whole of the Works, a Section or a Relevant Part, as the case may be, within 14 days after the issue of the Defects Rectification Certificate for the whole of the Works, that Section or Relevant Part under clause 17.4 or 17.5.	To address the possibility of sectional completion.
32.6(5)	The Architect shall issue a copy of the final account signed by the Quantity Surveyor and the Contractor to each of the parties by special delivery.	The Architect shall issue a copy of the final account signed by the Quantity Surveyor and the Contractor to each of the parties by special delivery.	There is no need for the Contractor to sign the final account before it is issued.

Explanatory Note on Key Amendments to Standard Form of Building Contract (with quantities) (2005 edition)

Clause 32 Certificates and payments (Cont'd)

Clause No.	Description		Reasons for Amendment
	Standard Form of Building Contract (with quantities) (2005 edition)	Standard Form of Building Contract (with quantities) (2005 edition (revised 2023))	
32.7(2)(d)	the total of all Valuations under clause 13.4 which result in a reduction in the Contract Sum;	the total of all Valuations under clause 13.4 which result in a reduction in the Contract Sum;	Grammatical correction.
32.8(1)	The Architect shall issue the Final Certificate to each of the parties by special delivery as soon as practicable after the issue of the Defects Rectification Certificate for the whole of the Works provided that the Final Certificate shall not be issued until at least 28 days after a copy of the signed final account has been given to each of the parties under clause 32.6(5).	The Architect shall issue the Final Certificate to each of the parties by special delivery as soon as practicable after the issue of the Defects Rectification Certificate for the whole of the Works provided that the Final Certificate shall not be issued until at least 28 days and after a copy of the signed final account has been given to each of the parties under clause 32.6(5).	Remove the restriction to issue the Final Certificate earlier, if possible.

Clause 33 Surety bond

Clause No.	Description		Reasons for Amendment
	Standard Form of Building Contract (with quantities) (2005 edition)	Standard Form of Building Contract (with quantities) (2005 edition (revised 2023))	
33.1(1)	The Contractor shall obtain the guarantee of an insurance company or bank, approved by the Architect to be jointly and severally bound with the Contractor to the Employer in the sum stated in the Appendix for the due performance of the Contract under the terms of a surety bond.	The Contractor shall obtain the guarantee of an insurance company or bank, approved by the Architect to be jointly and severally bound with the Contractor to the Employer in the sum stated in the Appendix for the due performance of the Contract under the terms of a surety bond.	To tally with the SFBC NSC Clause 34.1(1).
33.2A	The insurance company or bank shall be released from the surety bond upon the issue of the Substantial Completion Certificate for the whole of the Works.	The insurance company or bank shall be released from the surety bond upon the issue of the Substantial Completion Certificate for the whole of the Works subject to the insurance company or bank's settlement of all claims lodged under the Bond before the issue of the Substantial Completion Certificate.	To impose an additional condition to the release of the bond to tie in with paragraph 5 of Schedule 1.

Explanatory Note on Key Amendments to Standard Form of Building Contract (with quantities) (2005 edition)

Clause 33 Surety bond (Cont'd)

Clause No.	Description		Reasons for Amendment
	Standard Form of Building Contract (with quantities) (2005 edition)	Standard Form of Building Contract (with quantities) (2005 edition (revised 2023))	
33.2B	-	The insurance company or bank shall be released from the surety bond upon the issue of the Defects Rectification Certificate subject to the insurance company or bank's settlement of all claims lodged under the Bond before the issue of the Defects Rectification Certificate.	To tally with the SFBC without quantities Clause 33.2A & 33.2B.
33.3	If the Contractor fails to deliver the bond under clause 33.1, the Employer may withhold an amount not greater than the value of the bond stated in the Appendix until the bond is delivered to the Employer, at which time the amount withheld shall be released in the next Interim Certificate following the delivery of the bond.	If the Contractor fails to deliver the bond under clause 33.1, the Employer may withhold an amount not greater than the value of the bond stated in the Appendix until the bond is delivered to the Employer, <u>or the issue of the Substantial Completion Certificate for the Works, whichever occurs first,</u> at which time the amount withheld shall be released in the next Interim Certificate following the delivery of the bond.	To provide for an additional chance to release the amount.

Clause 34 Antiquities

Clause No.	Description		Reasons for Amendment
	Standard Form of Building Contract (with quantities) (2005 edition)	Standard Form of Building Contract (with quantities) (2005 edition (revised 2023))	
34.1	All fossils, antiquities and other objects of interest or value which may be found on the Site before or during excavation shall, subject to the Antiquities and Monuments Ordinance (Chapter 53, Laws of Hong Kong), become the property of the Employer, and upon discovery of a fossil, antiquity or object the Contractor shall:	All fossils, antiquities and other objects of interest or value which may be found on the Site before or during excavation shall, subject to the Antiquities and Monuments Ordinance (Chapter 53, Laws of Hong Kong), become the property of the Employer, and upon discovery of a fossil, antiquity or object, the Contractor shall:	Style consistency.

Explanatory Note on Key Amendments to Standard Form of Building Contract (with quantities) (2005 edition)

Clause 35 Determination by Employer

Clause No.	Description		Reasons for Amendment
	Standard Form of Building Contract (with quantities) (2005 edition)	Standard Form of Building Contract (with quantities) (2005 edition (revised 2023))	
35.4(5)	If the Contractor does not comply with clause 35.4(4) within a reasonable time, the Employer may, without being responsible for any loss or damage, remove and sell the Contractors' property and hold the proceeds, less all expenses incurred, to the credit of the Contractor.	If the Contractor does not comply with clause 35.4(4) within a reasonable time, the Employer may, without being responsible for any loss or damage, remove and sell the Contractors' Contractor's property and hold the proceeds, less all expenses incurred, to the credit of the Contractor.	Grammatical correction.
35.4(8)	The Employer shall pay for materials, goods, work, plant and equipment, supplied, carried out or hired after determination at the rates stated in the relevant agreements between the Contractor and his sub-contractors or suppliers.	The Employer shall pay for materials, goods, work, plant and equipment, supplied, carried out or hired after determination at the rates stated in the relevant agreements between the Contractor and his sub-contractors and /or suppliers.	Typo correction. Totally with the SFBC NSC Clause 36.4(7).
35.6(2)	The difference between the two amounts in clause 35.6(1)(a) and (b) shall be expressed in the certificate as a debt due to the Contractor from the Employer, or to the Employer from the Contractor, as the case may be, and shall be payable within 28 days after the issue of the Architect's certificate.	The difference between the two amounts in clauses 35.6(1)(a) and (b) shall be expressed in the certificate as a debt due to the Contractor from the Employer, or to the Employer from the Contractor, as the case may be, and shall be payable within 28 days after the issue of the Architect's certificate.	Grammatical correction.

Explanatory Note on Key Amendments to Standard Form of Building Contract (with quantities) (2005 edition)

Clause 37 Determination by Employer or Contractor

Clause No.	Description		Reasons for Amendment
	Standard Form of Building Contract (with quantities) (2005 edition)	Standard Form of Building Contract (with quantities) (2005 edition (revised 2023))	
37.4(2)	If the Contractor fails to comply with clause 37.4(1) the Quantity Surveyor shall prepare the final account based on the information that is available to him.	If the Contractor fails to comply with clause 37.4(1)] the Quantity Surveyor shall prepare the final account based on the information that is available to him.	Typo correction.
37.4(4)(c)	any amount, not included in the amount calculated under clause 37.4(4)(a), for the cost of materials and goods delivered to or adjacent to the Site properly ordered for the Works which the Contractor has paid for, or is legally bound to pay for, and has or will transfer the property in to the Employer; and	any amount, not included in the amount calculated under clause 37.4(4)(a), for the cost of materials and goods delivered to or adjacent to the Site properly ordered for the Works which the Contractor has paid for, or is legally bound to pay for, and has transferred or will transfer the property [title] in [them] to the Employer; and	Grammatical correction.

Clause 40 Recovery of money due to the Employer

Clause No.	Description		Reasons for Amendment
	Standard Form of Building Contract (with quantities) (2005 edition)	Standard Form of Building Contract (with quantities) (2005 edition (revised 2023))	
40(2)	It is a condition precedent to the Employer's right of deduction under clause 40.1(1) that he gives a notice to the Contractor by special delivery stating the amount of the deduction and the reason for it at least 7 days before making the deduction.	It is a condition precedent to the Employer's right of deduction under clause 40.1(1) 40(1) that he gives a notice to the Contractor by special delivery stating the amount of the deduction and the reason for it at least 7 days before making the deduction.	Typo correction.

Explanatory Note on Key Amendments to Standard Form of Building Contract (with quantities) (2005 edition)

Clause 41 Settlement of disputes

Clause No.	Description		Reasons for Amendment
	Standard Form of Building Contract (with quantities) (2005 edition)	Standard Form of Building Contract (with quantities) (2005 edition (revised 2023))	
41.1(1)	Subject to clause 41.5 dealing with early arbitration the parties shall follow the dispute settlement procedures outlined in clause 41.	Subject to clause 41.5 dealing with early arbitration, the parties shall follow the dispute settlement procedures outlined in clause 41.	Typo correction after 'early arbitration'.
41.3(2)	(2) If the parties fail to agree on the person to act as the mediator within 21 days after either party has given to the other a written request to do so, the mediator shall, on the written request of either party, be appointed by the President or Vice-President for the time being of The Hong Kong Institute of Architects co-jointly with the President or Vice-President for the time being of The Hong Kong Institute of Surveyors.	*[A] (2) If the parties fail to agree on the person to act as the mediator within 21 days after either party has given to the other a written request to do so, the mediator shall, on the written request of either party, be appointed by the President or Vice-President for the time being of The Hong Kong Institute of Architects co-jointly with the President or Vice-President for the time being of The Hong Kong Institute of Surveyors. *[B] (2) If the parties fail to agree on the person to act as the mediator within 21 days after either party has given to the other a written request to do so, the mediator shall, on the written request of either party, be jointly appointed by the Presidents or Vice-Presidents for the time being of The Hong Kong Institute of Architects, The Hong Kong Institute of Surveyors and The Hong Kong Institute of Construction Managers.	To provide an option to the choice of appointing bodies.
41.3(4)	A dispute under Article 5 shall be immediately referred to arbitration without first being referred to mediation.	<u>Without prejudice to the generality of clause 41.5,</u> a dispute under Article 5 shall be immediately referred to arbitration without first being referred to mediation.	To tally with the early arbitration stipulated under clause 41.5.

Explanatory Note on Key Amendments to Standard Form of Building Contract (with quantities) (2005 edition)

Clause 41 Settlement of disputes (Cont'd)

Clause No.	Description		Reasons for Amendment
	Standard Form of Building Contract (with quantities) (2005 edition)	Standard Form of Building Contract (with quantities) (2005 edition (revised 2023))	
41.4(1)	If the dispute is not settled by mediation within 28 days of the commencement of the mediation, either party may give a notice to the other party, by special delivery, to refer the dispute to arbitration and the person to act as the arbitrator shall be agreed between the parties.	(a) If the dispute is not settled by mediation within 28 days of the commencement of the mediation; or (b) at any time in the case of disputes listed in clause 41.5(1) , either party may give a notice to the other party, by special delivery, to refer the dispute to arbitration and the person to act as the arbitrator shall be agreed between the parties.	To tally with the early arbitration stipulated under clause 41.5.
41.4(2)	(2) If the parties fail to agree on the person to act as the arbitrator within 21 days after either party has given to the other a written request to do so, the arbitrator shall, on the written request of either party, be appointed by the President or Vice-President for the time being of The Hong Kong Institute of Architects co-jointly with the President or Vice-President for the time being of The Hong Kong Institute of Surveyors.	*[A] (2) If the parties fail to agree on the person to act as the arbitrator within 21 days after either party has given to the other a written request to do so, the arbitrator shall, on the written request of either party, be appointed by the President or Vice-President for the time being of The Hong Kong Institute of Architects co-jointly with the President or Vice-President for the time being of The Hong Kong Institute of Surveyors. *[B] (2) If the parties fail to agree on the person to act as the arbitrator within 21 days after either party has given to the other a written request to do so, the arbitrator shall, on the written request of either party, be jointly appointed by the Presidents or Vice-Presidents for the time being of The Hong Kong Institute of Architects, The Hong Kong Institute of Surveyors and The Hong Kong Institute of Construction Managers.	To provide an option to the choice of appointing bodies.
41.4(3)	The Presidents or Vice-Presidents referred to in clause 41.4(2), if in agreement to do so, may, at their discretion, request the Hong Kong International Arbitration Centre to appoint the arbitrator, by a joint letter to the Chairman of that organization.	The Presidents or Vice-Presidents referred to in clause 41.4(2), if in agreement to do so, may, at their discretion, request the Hong Kong International Arbitration Centre to appoint the arbitrator, by a joint letter to the Secretariat of that organization.	To tally with the practice of making the request to the organization.

Explanatory Note on Key Amendments to Standard Form of Building Contract (with quantities) (2005 edition)

Clause 41 Settlement of disputes (Cont'd)

Clause No.	Description		Reasons for Amendment
	Standard Form of Building Contract (with quantities) (2005 edition)	Standard Form of Building Contract (with quantities) (2005 edition (revised 2023))	
41.4(4)	If the Presidents or Vice-Presidents referred to in clause 41.4(2) fail to appoint the arbitrator within 60 days after receiving the written request to do so under clause 41.4(2) then the arbitrator shall on the written request of either party be appointed by the Hong Kong International Arbitration Centre.	If the Presidents or Vice-Presidents referred to in clause 41.4(2) fail to appoint the arbitrator within 60 days after receiving the written request to do so under clause 41.4(2) then the arbitrator shall on the written request of either party be appointed by the Hong Kong International Arbitration Centre.	Typo correction.
41.4(5)	The arbitration shall be a domestic arbitration conducted in accordance with the Arbitration Ordinance (Chapter 341, Laws of Hong Kong) and, unless otherwise agreed by the parties, with the Domestic Arbitration Rules of the Hong Kong International Arbitration Centre except those provisions in the Rules relating to the appointment of the arbitrator.	The arbitration shall be a domestic arbitration conducted in accordance with the Arbitration Ordinance (Chapter 341 609, Laws of Hong Kong) including, without limitation to Schedule 2 of the Ordinance and, unless otherwise agreed by the parties, with subject to the Domestic Arbitration Rules of the Hong Kong International Arbitration Centre except those provisions in the Rules relating to the appointment of the arbitrator .	To tally with the updated Ordinance, and specifically opt for Schedule 2.
41.5(1)	The arbitrator shall have jurisdiction to hear the parties and commence the arbitration of a dispute arising out of, under or in connection with the Contract at any time on a question of whether: (a) ...; (b) ...; (c) ...; (d) ...; (e) ...; and (f) ... or on a dispute under clauses 35, 36 and 37.	The arbitrator shall have jurisdiction to hear the parties and commence the arbitration of a dispute arising out of, under or in connection with the Contract at any time on a question of whether: (a) ...; (b) ...; (c) ...; (d) ...; (e) ...; and (f) ... or on a dispute under clauses 35, 36 and 37, and rule on such dispute.	It should not be the arbitrator who commences the arbitration. Also, the arbitrator has not only the jurisdiction to hear the dispute but also has the jurisdiction to rule on the dispute.

Explanatory Note on Key Amendments to Standard Form of Building Contract (with quantities) (2005 edition)

Clause 42 Contracts (Rights of Third Parties) Ordinance (Cap.623)

Clause No.	Description		Reasons for Amendment
	Standard Form of Building Contract (with quantities) (2005 edition)	Standard Form of Building Contract (with quantities) (2005 edition (revised 2023))	
42	-	<p><i>Exclusion only applicable if expressly stated to be</i></p> <p>The Contracts (Rights of Third Parties) Ordinance (Chapter 623, Laws of Hong Kong) is excluded if it is expressly stated to be the case in the Appendix, if so, a person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Ordinance (Chapter 623, Laws of Hong Kong) to enforce any term of the Contract.</p>	An optional provision is added to exclude the application of the Contracts (Rights of Third Parties) Ordinance (Cap. 623).

Appendix

Clause No.	Description		Reasons for Amendment
	Standard Form of Building Contract (with quantities) (2005 edition)	Standard Form of Building Contract (with quantities) (2005 edition (revised 2023))	
32.4	Limit of Retention	Limit of Retention (if not stated, 10 per cent)	To match with retention percentage.
33.2	-	Release of insurance company or bank * Clause 33.2A/Clause 33.2B applies	Due to the inclusion of clause 33.2A & 33.2B.
42	-	<p>Contracts (Rights of Third Parties) Ordinance (Cap.623)</p> <p>(The Contracts (Rights of Third Parties) Ordinance (Cap. 623) is excluded if it is expressly stated to be so in the space below)</p>	Due to the inclusion of new clause 42.

Explanatory Note on Key Amendments to Standard Form of Building Contract (with quantities) (2005 edition)

Schedule 1 Form of Surety Bond to be given by the Contractor to the Employer

Paragraph No.	Description		Reasons for Amendment
	Standard Form of Building Contract (with quantities) (2005 edition)	Standard Form of Building Contract (with quantities) (2005 edition (revised 2023))	
First recital	Whereas dated 20.....:....., the Employer accepted the tender submitted by the Contractor (‘the Contract’) the Contractor has agreed to develop the Architect’s design ...	Whereas dated 20.....:....., the Employer accepted the tender submitted by the Contractor (‘the Contract’) and the Contractor has agreed to design or develop the Architect’s design ...	Grammatical corrections. “design” added to tally with Conditions of Contract clause 2.1(2).
Third recital	and whereas at the request of and for the account of the Contractor, the Surety has agreed to guarantee the Employer the due performance by the Contractor of its obligations under the Contract.	and whereas at the request of and for the account of the Contractor, the Surety has agreed to guarantee the Employer the due performance by the Contractor of its his obligations under the Contract.	Style consistency.
2.	The Contractor shall duly perform and observe all the terms, provisions, conditions, obligations, stipulations and specification of the Contract according to the true purport intent and meaning thereof and to the reasonable satisfaction of the Architect appointed by the Employer in respect of the Works or if on default by the Contractor the Surety shall satisfy and discharge the damages sustained by the Employer thereby as certified by the said Architect, up to the amount of the above written Bond then his obligation shall be null and void but otherwise his obligation shall be and remain in full force and effect.	The Contractor shall duly perform and observe all the terms, provisions, conditions, obligations, stipulations and specification of the Contract according to the true purport intent and meaning thereof and to the reasonable satisfaction of the Architect appointed by the Employer in respect of the Works or if on default by the Contractor, the Surety shall satisfy and discharge the damages sustained by the Employer thereby as certified by the said Architect, up to the amount of the above written Bond then his obligation shall be null and void but otherwise his obligation shall be and remain in full force and effect.	Typo corrections.
-	-	<trading as..... (Note 1) [whose registered office is] at Note 2)	To tally with the SFBC NSC/NS Schedule 1.

Explanatory Note on Key Amendments to Standard Form of Building Contract (with quantities) (2005 edition)

Schedule 1 Form of Surety Bond to be given by the Contractor to the Employer (Cont'd)

Clause No.	Description		Reasons for Amendment
	Standard Form of Building Contract (with quantities) (2005 edition)	Standard Form of Building Contract (with quantities) (2005 edition (revised 2023))	
3.	No alterations in terms of the Contract made by agreement between the Employer and the Contractor or in the extent or nature of the development of the Architect's design to the extent specified in the Contract, construction, completion and maintenance of the Works and no allowance or extension of time given or to be given by the Employer under the Contract nor any indulgence, forbearance, forgiveness, payment or concession to the Contractor in or in respect of any matter or thing concerning the Contract on the part of the Employer or any failure of supervision to prevent any fault by the Contractor shall in any way release the Surety from any liability under the above written Bond.	No alterations in the terms of the Contract made by agreement between the Employer and the Contractor or in the extent or nature of the design or development of the Architect's design to the extent specified in the Contract, construction, completion and maintenance of the Works and no allowance or extension of time given or to be given by the Employer under the Contract nor any indulgence, forbearance, forgiveness, payment or concession to the Contractor in or in respect of any matter or thing concerning the Contract on the part of the Employer or any failure of supervision to prevent any fault by the Contractor shall in any way release the Surety from any liability under the above written Bond.	Grammatical correction. "design" added to tally with Conditions of Contract clause 2.1(2).
4.	This Bond shall be binding upon the Contractor and the Surety and their respective successors and assigns jointly and severally (provided that the Contractor and Surety may not assign their respective rights and liabilities hereunder without the prior written consent of the Employer) and shall inure to the benefits of the Employer and its successors and assigns.	This Bond shall be binding upon the Contractor and the Surety and their respective successors and assigns jointly and severally (provided that the Contractor and Surety may not assign their respective rights and liabilities hereunder without the prior written consent of the Employer) and shall in ure to the benefits of the Employer and its his successors and assigns.	Style consistency.
5.	This Bond shall remain valid for receipt of claims as aforesaid until the date of issue of the Defects Liability Certificate pursuant to the Conditions of the Contract and any release of the Surety from the Bond shall be expressly subject to any claims made before this date.	This Bond shall remain valid for receipt of claims as aforesaid until the date of issue of the Defects Liability Substantial Completion Certificate/Defects Rectification Certificate* for the whole of the Works pursuant to the Conditions of the Contract and any release of the Surety from the Bond shall be expressly subject to any claims made before this date.	To tally with Conditions of Contract clause 33.2.

Explanatory Note on Key Amendments to Standard Form of Building Contract (with quantities) (2005 edition)

Schedule 2 Form of Warranty to be given by the Nominated Sub-Contractor to the Employer in consideration of nomination

Paragraph No.	Description		Reasons for Amendment
	Standard Form of Building Contract (with quantities) (2005 edition)	Standard Form of Building Contract (with quantities) (2005 edition (revised 2023))	
-	In respect of our Tender for	In respect of our Tender for	Typo correction.
-	We ('the Nominated Sub-Contractor') warrant that in consideration of your instructing the Architect to nominate us as the Nominated Sub-Contractor for the Sub-Contract Works:	We ('the Nominated Sub-Contractor') warrant that in consideration of you the <u>Employer</u> instructing the Architect to nominate us as the Nominated Sub-Contractor for the Sub-Contract Works:	Typo correction.
(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.	We will supply the Architect and <input type="checkbox"/> 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.	Typo correction.
	(Signature of witness))	(Signature of witness))) (Name and occupation of witness)	Typo correction.

Schedule 3 Form of Warranty to be given by the Nominated Supplier to the Employer in consideration of nomination

Paragraph No.	Description		Reasons for Amendment
	Standard Form of Building Contract (with quantities) (2005 edition)	Standard Form of Building Contract (with quantities) (2005 edition (revised 2023))	
-	We ('the Nominated Supplier') warrant that in consideration of your instructing the Architect to nominate us as the Nominated Supplier for the Goods:	We ('the Nominated Supplier') warrant that in consideration of you the <u>Employer</u> instructing the Architect to nominate us as the Nominated Supplier for the Goods:	Typo correction.

Explanatory Note on Key Amendments to Standard Form of Building Contract (with quantities) (2005 edition)

Schedule 3 Form of Warranty to be given by the Nominated Supplier to the Employer in consideration of nomination (Cont'd)

Paragraph No.	Description		Reasons for Amendment
	Standard Form of Building Contract (with quantities) (2005 edition)	Standard Form of Building Contract (with quantities) (2005 edition (revised 2023))	
	(Signature of witness))	(Signature of witness)) (Name and occupation of witness)	Typo correction.

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Clause No.	Description		Reasons for Amendment
	Standard Form of Building Contract (with quantities) (2005 edition)	Standard Form of Building Contract (with quantities) (2005 edition (revised 2023))	
Not applicable	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.	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 of this publication do not necessarily reflect the views or opinions of these copyright owners and no liability is accepted in relation thereto. Anyone using this publication should seek suitable professional advice.	Self explanatory.

Index to the General Conditions

Clause No.	Description		Reasons for Amendment
	Standard Form of Building Contract (with quantities) (2005 edition)	Standard Form of Building Contract (with quantities) (2005 edition (revised 2023))	
Certificate, Substantial Completion	1.6, 5.11(2), 5.12(1), 17.1 & 17.4(6)	1.6, 5.11(2), 5.12(1), 17.1 & 17.4(b)	Typo correction.
Commencement Date	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)	1.6, 2.1(1)(h), 21.1(2), 21.4, 22.4(1), 23.2, 23.3(b), 25.1(3)(j), 27.1(2)(e) & 32.1(1)	Typo correction.