

Explanatory Note on Key Amendments to Standard Form of Nominated Sub-Contract (2005 edition)

Contents

| Clause No. | Description | | Reasons for Amendment |
|------------|---|---|---|
| | Standard Form of Nominated Sub-contract (2005 edition) | Standard Form of Nominated Sub-contract (2005 edition (revised 2023)) | |
| 1.13 | Parties to act reasonably | Parties to act reasonably and expeditiously | To tally with the SFBC with quantities. |
| 13.2 | Instructions for Provisional Quantities and Provisional Sums | Instructions for Provisional Quantities, Provisional Items and Provisional Sums | To tally with the SFBC with quantities. |
| 34 | Sub-Contractor to obtain guarantee from insurance company or bank | 34.1 Sub-Contractor to obtain guarantee from insurance company or bank 34.2 Release of insurance company or bank 34.3 Employer's remedy if Sub-Contractor fails to deliver bond | New clause added. |
| 44 | | 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 Nominated Sub-contract (2005 edition) | Standard Form of Nominated Sub-contract (2005 edition (revised 2023)) | |
| | Whereas..... and whereas..... and whereas..... and whereas..... and whereas..... and whereas..... and whereas..... and whereas..... | (1)Whereas..... (2)and whereas..... (3)and whereas..... (4)and whereas..... (5)and whereas..... (6)and whereas..... (7)and whereas..... (8)and whereas..... | To tally with the SFBC without quantities. |

Explanatory Note on Key Amendments to Standard Form of Nominated Sub-Contract (2005 edition)

Clause 1 Interpretation and definitions

| Clause No. | Description | | Reasons for Amendment |
|------------|---|--|--|
| | Standard Form of Nominated Sub-contract (2005 edition) | Standard Form of Nominated Sub-contract (2005 edition (revised 2023)) | |
| 1.6 | <i>Contractor's All Risks Insurance of the Works:</i> | <u>Contractors</u> <i>All Risks Insurance of the Works:</i> | Typo correction. |
| 1.6 | <i>Date for Possession of the Site:</i> the date or dates for the possession of the whole or parts of the Site stated in the appendix to the Main Contract Conditions. | <i>Date for Possession of the Site:</i> the date or dates for the possession of the whole or parts of the Site stated in the appendix to <u>clause 23.1 of</u> the Main Contract Conditions. | To tally with the SFBC with quantities Clause 1.6. |
| 1.6 | <i>Date of Substantial Completion:</i> the date stated in the Substantial Completion Certificate for the Works or a Section, issued by the Architect under the Main Contract. | <i>Date of Substantial Completion:</i> the date stated in the Substantial Completion Certificate for the Works or a Section, issued by the Architect under <u>clauses 17.1 and 17.2 of</u> the Main Contract. | To tally with the SFBC with quantities Clause 1.6. |
| 1.6 | <i>Defects Rectification Certificate:</i> a certificate issued by the Architect to the effect that all defects, shrinkages and other faults have been rectified in accordance with the Main Contract. | <i>Defects Rectification Certificate:</i> a certificate issued by the Architect to the effect that all defects, shrinkages and other faults have been rectified in accordance with <u>clauses 17.4 and 17.5 of</u> the Main Contract | To tally with the SFBC with quantities Clause 1.6. |
| 1.6 | <i>Main Contract:</i> the Main Contract between the Employer and the Contractor comprising the articles of agreement, appendix, the form of tender submitted by the Contractor, the Employer's letter of acceptance of the Contractor's tender and any correspondence between the Employer and the Contractor forming part of the Main Contract, the Main Contract Conditions, the contract drawings, the specification, the contract bills or schedules of quantities and rates, as the case may be. | <i>Main Contract:</i> the Main Contract between the Employer and the Contractor comprising the articles of agreement, appendix, the form of tender submitted by the Contractor, the Employer's letter of acceptance of the Contractor's tender and any correspondence between the Employer and the Contractor forming part of the Main Contract, <u>the special conditions, if any,</u> the Main Contract Conditions, the contract drawings, the specification, the contract bills or schedules of quantities and rates, as the case may be. | To tally with the SFBC NS Clause 1.6. |
| 1.6 | <i>Provisional Sum:</i> a sum provided in the Sub-Contract Bills for work or for costs which could not be entirely foreseen, defined or detailed when the bills of quantities were pre-pared, to be carried out or paid by the Sub-Contractor if instructed by the Architect under clause 13.2 of the Main Contract Conditions to carry out such work or incur such costs. | <i>Provisional Sum:</i> a sum provided in the Sub-Contract Bills for work or for costs <u>]</u> which could not be entirely foreseen, defined or detailed when the bills of quantities were prepared, to be carried out or paid by the Sub-Contractor if instructed by the Architect under clause 13.2 of the Main Contract Conditions to carry out such work or incur such costs. | To tally with the SFBC with quantities Clause 1.6. |

Explanatory Note on Key Amendments to Standard Form of Nominated Sub-Contract (2005 edition)

Clause 1 Interpretation and definitions (cont'd)

| Clause No. | Description | | Reasons for Amendment |
|------------|---|--|--|
| | Standard Form of Nominated Sub-contract (2005 edition) | Standard Form of Nominated Sub-contract (2005 edition (revised 2023)) | |
| 1.6 | <i>Quantity Surveyor</i> : the person named as the Quantity Surveyor in the Main Contract and Article 4, or any successor appointed under the Main Contract Conditions. | <i>Quantity Surveyor</i> : the person named as the Quantity Surveyor in the Main Contract and Article 4, or any successor appointed under the Main Contract Conditions . | To tally with the SFBC NS Clause 1.6. |
| 1.6 | <i>Section</i> : a part of the Works for which a separate Completion Date is stated in the Appendix to the Main Contract Conditions where the Main Contract provides for sectional completion of the Works or a part of the Sub-Contract Works being carried out as part of that Section. | <i>Section</i> : a part of the Works for which a separate Completion Date is stated in the appendix to the Main Contract Conditions where the Main Contract provides for sectional completion of the Works or a part of the Sub-Contract Works being carried out as part of that Section. | Typo correction. |
| 1.6 | <i>Special Condition</i> : a condition of contract expressly referred to as being a Special Condition of Sub-Contract which adds to or amends the Sub-Contract Conditions and is annexed to the Sub-Contract Conditions. | <i>Special Condition</i> : a condition of contract expressly referred to as being a Special Condition of Sub-Contract l which adds to or amends the Sub-Contract Conditions and is annexed to the Sub-Contract Conditions. | To tally with the SFBC with quantities Clause 1.6. |
| 1.6 | <i>Specification</i> : the specification referred to in the second, sixth and eighth recitals of the Articles which describes, without limitation, the types, standards and quality of the Goods, the packaging, the inspection procedures, the testing, the storage of the Goods, and other matters and things relating to the performance of the Supply Contract. | <i>Specification</i> : the specification referred to in the second, sixth and eighth recitals of the Articles of Agreement which describes, without limitation, the types, standards and quality of the Goods, the packaging, the inspection procedures, the testing, the storage of the Goods, and other matters and things relating to the performance of the Supply Contract. | To tally with SFBC NS Clause 1.6. |
| 1.6 | <i>Specialist Works</i> : work directly connected with or ancillary to but not forming part of the Works to be carried out by a Specialist Contractor. | <i>Specialist Works</i> : work directly connected with or ancillary to but not forming part of the Works l to be carried out by a Specialist Contractor. | To tally with the SFBC with quantities Clause 1.6. |
| 1.6 | <i>Valuation</i> : the valuation made by the Quantity Surveyor in accordance with the valuation rules under clause 13.4 of work carried out in response to an Architect's instruction requiring a Variation, remeasurement of Provisional Quantities and Provisional Items or to expend Provisional Sums. | <i>Valuation</i> : the valuation made by the Quantity Surveyor in accordance with the valuation rules under clause 13.4 l of work carried out in response to an Architect's instruction requiring a Variation, remeasurement of Provisional Quantities and Provisional Items or to expend Provisional Sums. | To tally with the SFBC with quantities Clause 1.6. |

Explanatory Note on Key Amendments to Standard Form of Nominated Sub-Contract (2005 edition)

Clause 1 Interpretation and definitions (cont'd)

| Clause No. | Description | | Reasons for Amendment |
|------------|---|---|--|
| | Standard Form of Nominated Sub-contract (2005 edition) | Standard Form of Nominated Sub-contract (2005 edition (revised 2023)) | |
| 1.6 | <i>Specialist Works</i> : work directly connected with or ancillary to but not forming part of the Works to be carried out by a Specialist Contractor. | <i>Specialist Works</i> : work directly connected with or ancillary to but not forming part of the Works to be carried out by a Specialist Contractor. | To tally with the SFBC with quantities Clause 1.6. |
| 1.6 | <i>Variation</i> : a change instructed by the Architect, through the Contractor, to the design, quality or quantity of the Sub-Contract Works including: and the imposition of an obligation or restriction instructed by the Architect regarding: | <i>Variation</i> : a change instructed by the Architect, through the Contractor, to the design, quality or quantity of the Sub-Contract Works including: or the imposition of an obligation or restriction instructed by the Architect regarding: | To tally with the SFBC with quantities Clause 1.6. |
| 1.7(1) | If bills of quantities, referred to as the Sub-Contract Bills in the Articles, are included with the Tender Documents provided to the Sub-Contractor, the quality and quantity of the work included in the Sub-Contract Sum shall, as provided in clause 14, be deemed to be that which is set out in the Sub-Contract Bills. | If bills of quantities, referred to as the Sub-Contract Bills in the Articles, are included with the Tender Documents provided to the Sub-Contractor, the quality and quantity of the work included in the Sub-Contract Sum, shall as provided in clause 14, be deemed to be that which is set out in the Sub-Contract Bills. | To tally with the SFBC NS Clause 1.7. |
| 1.10 | Unless otherwise stated all notices, certificates and other communications under the Sub-Contract be-tween the Architect, the Quantity Surveyor, the Contractor and the Sub-Contractor shall be in writing. | Unless otherwise stated, all notices, certificates and other communications under the Sub-Contract be-tween the Architect, the Quantity Surveyor, the Contractor and the Sub-Contractor shall be in writing. | Typo correction. |
| 1.11(2) | Where the wording of the Sub-Contract Conditions implies a direct communication this is in the interests of brevity and is to be read as a communication between the Architect and the Sub-Contractor through or made known to the Contractor. | Where the wording of the Sub-Contract Conditions implies a direct communication this is in the interests of brevity and is to be read as a communication between the Architect and the Sub-Contractor through or made known to the Contractor. | To tally with the SFBC NS Clause 1.9(2). |
| 1.13 | <i>Parties to act reasonably</i> | <i>Parties to act reasonably and expeditiously</i> | To tally with the SFBC with quantities. |

Explanatory Note on Key Amendments to Standard Form of Nominated Sub-Contract (2005 edition)

Clause 1 Interpretation and definitions (cont'd)

| Clause No. | Description | | Reasons for Amendment |
|------------|--|---|-----------------------|
| | Standard Form of Nominated Sub-contract (2005 edition) | Standard Form of Nominated Sub-contract (2005 edition (revised 2023)) | |
| 1.13(1) | The parties, the Architect and the Quantity Surveyor shall act reasonably and expeditiously in all matters under the Sub-Contract including, without limitation, giving or withholding consent, approval or agreement valuing Variations and certifying. | The parties, the Architect and the Quantity Surveyor shall act reasonably and expeditiously in all matters under the Sub-Contract including, without limitation, giving or withholding consent, approval or agreement, valuing Variations and certifying. | Typo correction. |

Clause 5 Contractor's instructions

| Clause No. | Description | | Reasons for Amendment |
|------------|--|---|---|
| | Standard Form of Nominated Sub-contract (2005 edition) | Standard Form of Nominated Sub-contract (2005 edition (revised 2023)) | |
| 5.1(3) | Immediately after the Contractor receives an Architect's instruction that relates to the Sub-Contract Works the Contractor shall issue a corresponding instruction to the Sub-Contractor including an instruction that requires a Variation. | Immediately after the Contractor receives an Architect's instruction that relates to the Sub-Contract Works, the Contractor shall issue a corresponding instruction to the Sub-Contractor including an instruction that requires a Variation. | To tally with the SFBC NS Clause 4.1(3). |
| 5.3(2) | If the Sub-Contractor disagrees that the Contractor is empowered by the Sub-Contract Conditions to issue an instruction he may within 7 days of receipt of that instruction require the disagreement to be resolved under clause 42. | If the Sub-Contractor disagrees that the Contractor is empowered by the Sub-Contract Conditions to issue an instruction, he may within 7 days of receipt of that instruction require the disagreement to be resolved under clause 42. | Typo correction after "issue an instruction". |

Clause 6 Documents forming the Sub-Contract and other documents

| Clause No. | Description | | Reasons for Amendment |
|------------|---|---|-----------------------|
| | Standard Form of Nominated Sub-contract (2005 edition) | Standard Form of Nominated Sub-contract (2005 edition (revised 2023)) | |
| 6.1(1)(e) | the Sub-Contract Drawings, the Specification and the Sub-Contract Bills or Schedules of Quantities and Rates, as the case may be. | the Sub-Contract Drawings, the Specification and the Sub-Contract Bills or Schedules of Quantities and Rates, as the case may be. | Typo correction. |

Explanatory Note on Key Amendments to Standard Form of Nominated Sub-Contract (2005 edition)

Clause 6 Documents forming the Sub-Contract and other documents (cont'd)

| Clause No. | Description | | Reasons for Amendment |
|------------|--|---|---|
| | Standard Form of Nominated Sub-contract (2005 edition) | Standard Form of Nominated Sub-contract (2005 edition (revised 2023)) | |
| 6.1(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 <u>in descending order,</u> and | The proposed amendment is to make it clear the priority of documents. |
| 6.1(2)(a) | for the purpose of adjusting the Sub-Contract Sum the Sub-Contract Bills shall take precedence over the Sub-Contract Drawings and the Specification; but | for the purpose of adjusting the Sub-Contract Sum, the Sub-Contract Bills shall take precedence over the Sub-Contract Drawings and the Specification; but | Typo correction. |
| 6.1(2)(b) | for all other purposes including carrying out the construction of and completing the Sub-Contract Works the Sub-Contract Drawings and the Specification shall take precedence over the Sub-Contract Bills. | for all other purposes including carrying out the construction of and completing the Sub-Contract Works, the Sub-Contract Drawings and the Specification shall take precedence over the Sub-Contract Bills. | Typo correction. |
| 6.2 | As soon as practicable after the acceptance of the Sub-Contractor's tender the Architect shall provide the Sub-Contractor, without charge, with: | As soon as practicable after the acceptance of the Sub-Contractor's tender, the Architect shall provide the Sub-Contractor, without charge, with: | Typo correction. |
| 6.3(2) | If in the Sub-Contractor's opinion he requires more supplementary documentation than that provided by the Architect under clause 6.3(1) he shall submit a written request to the Architect through the Contractor specifying what further supplementary documentation he requires. | If in the Sub-Contractor's opinion he requires more supplementary documentation than that provided by the Architect under clause 6.3(1), he shall submit a written request to the Architect through the Contractor specifying what further supplementary documentation he requires. | Typo correction. |
| 6.4(2) | The Sub-Contractor shall inform the Architect through the Contractor sufficiently in advance of the time that he requires the supplementary information to enable the Architect to fulfil his obligations under clause 6.4(1). | The Sub-Contractor shall inform the Architect through the Contractor sufficiently in advance of the time that he requires the supplementary <u>documentation</u> to enable the Architect to fulfil his obligations under clause 6.4(1). | To tally with the SFBC with quantities Clause 5.7(2). |

Explanatory Note on Key Amendments to Standard Form of Nominated Sub-Contract (2005 edition)

Clause 6 Documents forming the Sub-Contract and other documents (cont'd)

| Clause No. | Description | | Reasons for Amendment |
|------------|---|---|---|
| | Standard Form of Nominated Sub-contract (2005 edition) | Standard Form of Nominated Sub-contract (2005 edition (revised 2023)) | |
| 6.6 | The Sub-Contractor shall return to the Architect, through the Contractor, all drawings, specifications, de-tails, descriptive schedules and similar documents provided under clause 6, if required by the Architect to do so, either upon the issue of the Final Certificate or the final conclusion of any proceedings to which the Sub-Contractor is a party whichever is later and the Sub-Contractor may take copies for his own records. | The Sub-Contractor shall return to the Architect, through the Contractor, all drawings, specifications, de-tails, descriptive schedules and <u>other</u> similar documents provided under clause 6, if required by the Architect to do so, either upon the issue of the Final Certificate or the final conclusion of any proceedings to which the Sub-Contractor is a party, whichever is later and the Sub-Contractor may take copies for his own records. | To tally with the SFBC without quantities Clause 5.10. |
| 6.7(1) | The Sub-Contractor shall submit to the Contractor all the operation and maintenance manuals received by the Sub-Contractor for the Sub-Contract Works. | The Sub-Contractor shall submit to the Contractor all the operation and maintenance manuals <u>prepared by or</u> received by the Sub-Contractor for the Sub-Contract Works. | Some manuals may be prepared by the Sub-Contractor himself. |
| 6.8(2) | Where the drawings referred to under clauses 6.2 and 6.3 have been issued electronically, the Sub-Contractor shall, if required by the Contractor, provide the as-built drawings electronically. | Where the drawings referred to under clauses 6.2 and 6.3 have been issued electronically, the Sub-Contractor shall, if <u>so</u> required by the Contractor, provide the as-built drawings electronically. | To tally with the SFBC with quantities Clause 5.12(2). |
| 6.11 | Whenever the Contractor or Sub-Contractor issues a notice to the other by special delivery he shall issue a copy of the notice to the Architect at the same time. | Whenever the Contractor or Sub-Contractor issues a notice to the other by special delivery, he shall issue a copy of the notice to the Architect at the same time. | To tally with the SFBC with quantities Clause 5.15. |

Explanatory Note on Key Amendments to Standard Form of Nominated Sub-Contract (2005 edition)

Clause 8 Materials, goods, workmanship and work

| Clause No. | Description | | Reasons for Amendment |
|------------|--|---|--|
| | Standard Form of Nominated Sub-contract (2005 edition) | Standard Form of Nominated Sub-contract (2005 edition (revised 2023)) | |
| 8.1(3)(b) | if the proposed alternative materials or goods are not of similar type and standard or comparable quality or price to those specified, and if the Contractor obtains the Architect's approval the Architect shall instruct a Variation to adjust the type, standard, quality or price. | if the proposed alternative materials or goods are not of similar type and standard or comparable quality or price to those specified, and if the Contractor obtains the Architect's approval, the Architect shall instruct a Variation to adjust the type, standard, quality or price. | To tally with the SFBC with quantities Clause 8.1(3)(b). |
| 8.3(b) | the repair or demolition, removal and reconstruction of any work which, in respect of materials, goods or workmanship, is not in accordance with clause 8; | the repair or demolition, removal and reconstruction of any work which, in respect of materials, goods or workmanship, is not in accordance with clause 8; | To tally with the SFBC with quantities Clause 8.3(b). |

Clause 12 Architect's representative

| Clause No. | Description | | Reasons for Amendment |
|------------|--|---|-----------------------|
| | Standard Form of Nominated Sub-contract (2005 edition) | Standard Form of Nominated Sub-contract (2005 edition (revised 2023)) | |
| 12(1) | Under clause 12 of the Main Contract Conditions the Architect and/or the Employer may appoint an architect, engineer, clerk of works or other person as the Architect's representative to be resident on the Site acting under the direction of the Architect. | Under clause 12 of the Main Contract Conditions the Architect and/or the Employer may appoint an architect, engineer, clerk of works or other person as the Architect's representative who may or may not be resident on the Site and acting under the direction of the Architect. | Drafting refinement. |

Explanatory Note on Key Amendments to Standard Form of Nominated Sub-Contract (2005 edition)

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

| Clause No. | Description | | Reasons for Amendment |
|----------------------|--|---|--|
| | Standard Form of Nominated Sub-contract (2005 edition) | Standard Form of Nominated Sub-contract (2005 edition (revised 2023)) | |
| 13.1(b) | the Sub-Contractor has the right of reasonable objection to a Variation which imposes or changes an obligation or restriction on the Sub-Contractor regarding access to the Site, use of any part of the Site or limitation of working space or work-ing hours and the Architect shall, upon receipt of the objection, either confirm or withdraw the instruction and if the instruction is confirmed, the Sub-Contractor may refer the matter to arbitration under clause 42; and | the Sub-Contractor has the right of reasonable objection to a Variation which imposes or changes an obligation or restriction on the Sub-Contractor regarding access to the Site, use of any part of the Site or limitation of working space or work-ing hours and the Architect shall, upon receipt of the objection, either confirm or withdraw the instruction []] and if the instruction is confirmed, the Sub-Contractor may refer the matter to arbitration under clause 42; and | To tally with the SFBC with quantities Clause 13.1(a). |
| 13.2 | <i>Instructions for Provisional Quantities and Provisional Sums</i> | <i>Instructions for Provisional Quantities, Provisional Items and Provisional Sums</i> | To tally with the SFBC with quantities. |
| 13.3(c) | clause 13.3(b) of the Main Contract Conditions to expend a Provisional Sum included in the Sub-Contract, and the Valuation shall be made in accordance with the rules set out in clause 13.4. | clause ^{13.2(b)} of the Main Contract Conditions to expend a Provisional Sum included in the Sub-Contract, and the Valuation shall be made in accordance with the rules set out in clause 13.4. | To tally with the SFBC with quantities Clause 13.3(c). |
| 13.4(4) | Where the Valuation does not relate to additional or substituted work or the omission of work but re-lates only to other matters not in-volving measured work such as the imposition of or change to an obligation or restriction and the rules in clauses 13.4(1), 13.4(2) or 13.4(3) cannot reasonably be applied a fair valuation shall be made. | Where the Valuation does not relate to additional or substituted work or the omission of work but relates only to other matters not in-volving measured work such as the imposition of or change to an obligation or restriction and the rules in clauses 13.4(1), 13.4(2) or 13.4(3) cannot reasonably be applied []] a fair valuation shall be made. | To tally with the SFBC with quantities Clause 13.4(4). |
| 13.4(1)(c)(i) ii) | where the work is not the same as or similar in character to any work priced in the Sub-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 Sub-Contract Bills []] the work shall be valued at fair rates; and | Typo correction. |

Explanatory Note on Key Amendments to Standard Form of Nominated Sub-Contract (2005 edition)

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

| Clause No. | Description | | Reasons for Amendment |
|---------------|--|--|--|
| | Standard Form of Nominated Sub-contract (2005 edition) | Standard Form of Nominated Sub-contract (2005 edition (revised 2023)) | |
| 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 Government Building and Public Sector Construction Projects as Reported by Main Contractors published by the Census and Statistics Department of the Government of the Hong Kong Special Administrative Region current at the date when for the month in which the work is carried out; | To tally with the names and periods used by the Census and Statistics Department. |
| 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 Sub-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 Sub-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 the issue of an instruction requiring a Variation arose as a result of a breach of contract or other default by the Sub-Contractor or any person for whom the Sub-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 Sub-Contractor or any person for whom the Sub-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. |

Explanatory Note on Key Amendments to Standard Form of Nominated Sub-Contract (2005 edition)

Clause 14 Sub-Contract Bills

| Clause No. | Description | | Reasons for Amendment |
|------------|--|---|--|
| | Standard Form of Nominated Sub-contract (2005 edition) | Standard Form of Nominated Sub-contract (2005 edition (revised 2023)) | |
| 14.1 | The quality and quantity of the work included in the Sub-Contract Sum stated in Article 2 shall be deemed to be that which is set out in the Sub-Contract Bills which shall be read in conjunction with the Specification to amplify and supplement the descriptions in the Sub-Contract Bills. | The quality and quantity of the work included in the Sub-Contract Sum stated in Article 2 shall be deemed to be that which is set out in the Sub-Contract Bills which shall be read in conjunction with the Specification and the Contract Drawings to amplify and supplement the descriptions in the Sub-Contract Bills. | To give effect that the Contract Drawings are also part of the Contract Documents. |
| 14.2(2) | Any 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 Sub-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. | Any 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 Sub-Contract Bills or in the descriptions of the applicable items in the Sub-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. | To tally with the practice. |
| 14.3(1) | An error in description or in quantity or the omission of an item from the Sub-Contract Bills shall not vitiate the Sub-Contract nor release the Sub-Contractor from any of his obligations or liabilities. | An error in description or in quantity or in the omission of an item from the Sub-Contract Bills shall not vitiate the Sub-Contract nor release the Sub-Contractor from any of his obligations or liabilities. | Drafting refinement. |
| 14.3(2) | The error in quantity or omission referred to in clause 14.3(1) shall be corrected and shall, for the sole purpose of adjusting the Sub-Contract Sum, be deemed to be a Variation required by the Architect and valued in accordance with the Variation rules under clause 13.4. | The error in quantity or omission referred to in clause 14.3(1) shall be corrected and shall, for the sole purpose of adjusting the Sub-Contract Sum, be deemed to be a Variation required by the Architect and valued in accordance with the Valuation rules under clause 13.4. | To tally with the SFBC with quantities Clause 14.3(2). |

Explanatory Note on Key Amendments to Standard Form of Nominated Sub-Contract (2005 edition)

Clause 14 Sub-Contract Bills (cont'd)

| Clause No. | Description | | Reasons for Amendment |
|------------|---|---|-----------------------------|
| | Standard Form of Nominated Sub-contract (2005 edition) | Standard Form of Nominated Sub-contract (2005 edition (revised 2023)) | |
| 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 Sub-Contract Bills is no longer fair by reason of that correction, the Quantity Surveyor shall fix a new rate that is fair to both parties and the Employer. | 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 Sub-Contract Bills is no longer fair by reason of that correction, the Quantity Surveyor shall fix a new rate that is fair to both parties and the Employer. | To tally with the practice. |

Clause 15 Sub-Contract Sum

| Clause No. | Description | | Reasons for Amendment |
|------------|--|---|--|
| | Standard Form of Nominated Sub-contract (2005 edition) | Standard Form of Nominated Sub-contract (2005 edition (revised 2023)) | |
| 15(2) | Subject to clause 14.3 the parties are deemed to have accepted any error whether of arithmetic or not in the calculation of the Sub-Contract Sum named in Article 2. | Subject to clause 14.3 the parties are deemed to have accepted any error whether of arithmetic or not in the calculation of the Sub-Contract Sum stated in Article 2. | To tally with the SFBC with quantities Clause 15(2). |

Clause 17 Substantial Completion and defects liability

| Clause No. | Description | | Reasons for Amendment |
|------------|--|---|-----------------------|
| | Standard Form of Nominated Sub-contract (2005 edition) | Standard Form of Nominated Sub-contract (2005 edition (revised 2023)) | |
| 17.1(3) | If sectional completion of the Works is provided for in the Main Contract the Architect is required to issue a separate Substantial Completion Certificate upon Substantial Completion of each Section and the whole of the Works and, in a similar manner, the Architect is required to issue a separate Substantial Completion Certificate for each Section and the whole of the Sub-Contract Works. | If sectional completion of the Works is provided for in the Main Contract, the Architect is required to issue a separate Substantial Completion Certificate upon Substantial Completion of each Section and the whole of the Works and, in a similar manner, the Architect is required to issue a separate Substantial Completion Certificate for each Section and the whole of the Sub-Contract Works. | Typo correction. |

Explanatory Note on Key Amendments to Standard Form of Nominated Sub-Contract (2005 edition)

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

| Clause No. | Description | | Reasons for Amendment |
|------------|---|---|-----------------------|
| | Standard Form of Nominated Sub-contract (2005 edition) | Standard Form of Nominated Sub-contract (2005 edition (revised 2023)) | |
| 17.4(1) | The Sub-Contractor shall rectify all defects, shrinkages, or other faults in the Sub-Contract Works which are identified during the Defects Liability Period of the Works, a Section or a Relevant Part stated in the appendix to the Main Contract Conditions and are caused either by materials, goods or workmanship which are not in accordance with clause 8, by natural causes or as a result of a Specified Peril occurring during the construction period prior to Substantial Completion. | The Sub-Contractor shall at his own cost rectify all defects, shrinkages, or other faults (collectively "the defects" in clauses 17.4(1) to 17.4(4)) in the Sub-Contract Works which are identified during the Defects Liability Period of the Works, a Section or a Relevant Part stated in the appendix to the Main Contract Conditions and are caused either by materials, goods or workmanship which are not in accordance with clause 8, by natural causes or as a result of a Specified Peril occurring during the construction period prior to Substantial Completion. | Drafting refinement. |
| 17.4(3) | If the Sub-Contractor does not comply with the requirements of clause 17.4(2) and rectify the defects listed in the schedules of defects within a reasonable time the provisions of clauses 5.3(3) and 5.3(4) shall apply. | If the Sub-Contractor does not comply with the requirements of clause 17.4(2) and rectify the defects listed in the schedules of defects within a reasonable time the provisions of clauses 5.3(3) and 5.3(4) shall apply. | Typo correction. |
| 17.4(4) | Where under clause 17.3(5) of the Main Contract Conditions the Architect has instructed the Contractor not to rectify some or all of the defects in the Works and a reduction has been made to the Main Contract contract sum for the defects that were not rectified then to the extent that the reduction is relevant to the Sub-Contract Works a proportional share shall be borne by the Sub-Contractor and may be deducted by the Contractor from any monies due or to become due to the Sub-Contractor or may be recoverable as a debt. | Where under clause 17.3(5) of the Main Contract Conditions the Architect has instructed the Contractor not to rectify some or all of the defects in the Works and a reduction has been made to the Main Contract contract sum for the defects that were not rectified then to the extent that the reduction is relevant to the Sub-Contract Works a proportional share shall be borne by the Sub-Contractor and may be deducted by the Contractor from any monies due or to become due to the Sub-Contractor or may be recoverable as a debt. | Typo correction. |

Explanatory Note on Key Amendments to Standard Form of Nominated Sub-Contract (2005 edition)

Clause 18 Partial possession by Employer

| Clause No. | Description | | Reasons for Amendment |
|------------|---|--|--|
| | Standard Form of Nominated Sub-contract (2005 edition) | Standard Form of Nominated Sub-contract (2005 edition (revised 2023)) | |
| 18(2) | If the Employer takes possession of a part of the Works or a part of a Section under clause 18 of the Main Contract Conditions the Architect is required to issue a certificate to that effect: | If the Employer takes possession of <u>a Relevant Part</u> , the Architect is required to issue a certificate to that effect: | To tally with the SFBC with quantities Clause 18.1(2). |
| 18(3) | Substantial Completion of the Relevant Part will be deemed to have occurred on the Relevant Date and the following will take effect: | Substantial Completion of the Relevant Part <u>shall</u> be deemed to have occurred on the Relevant Date and the following <u>shall</u> take effect: | To tally with the SFBC with quantities Clause 18.2. |
| 18(3)(a) | the commencement of the Defects Liability Period and the rectification of defects under clause 17; | the commencement of the Defects Liability Period <u>for that Relevant Part</u> and the rectification of defects under clause 17; | To tally with the SFBC with quantities Clause 18.2(a). |
| 18(3)(c) | the release of one-half of the Retention under clause 33.5; and | the release of one-half of the Retention <u>relating to that Relevant Part</u> under clause 33.5; and | To tally with the SFBC with quantities Clause 18.2(c). |

Clause 21 Injury to persons and property and indemnity to Contractor

| Clause No. | Description | | Reasons for Amendment |
|------------|--|--|---|
| | Standard Form of Nominated Sub-contract (2005 edition) | Standard Form of Nominated Sub-contract (2005 edition (revised 2023)) | |
| 21.1(1) | The Contractor is required to 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 (including the Sub-Contractor) and their respective sub-contractors of all tiers, against all liabilities arising in respect of bodily injury to, disease contracted by or death of employees of the Contractor or any sub-contractor of all tiers arising out of and in the course of their employment on the Works or in connection with the Main Contract. | The Contractor shall effect and maintain employees' compensation insurance in compliance with the provisions of the Employees' Compensation Ordinance in the joint names of <u>the Employer as the Principal</u> , the Contractor, his sub-contractors (including the Sub-Contractor) and their respective sub-contractors of all tiers, against all liabilities arising in respect of bodily injury to, disease contracted by or death of <u>the Contractor's or any sub-contractor's of all tiers employees</u> employees of the Contractor or any <u>sub-contractor of all tiers</u> arising out of and in the course of their employment on the Works or in connection with the Main 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 Nominated Sub-Contract (2005 edition)

Clause 21 Injury to persons and property and indemnity to Contractor (cont'd)

| Clause No. | Description | | Reasons for Amendment |
|------------|--|---|--|
| | Standard Form of Nominated Sub-contract (2005 edition) | Standard Form of Nominated Sub-contract (2005 edition (revised 2023)) | |
| 21.1(2) | The insurance cover is to be against the liabilities referred to in clause 21.1(1) of the Main Contract Conditions sustained during the period from the commencement of the Works until the Defects Rectification Certificate for the whole of the Works has been issued and the Contractor has finally left the Site. | The insurance cover shall against the liabilities referred to in clause 21.1(1) of the Main Contract Conditions sustained during the period from the Commencement Date until the Defects Rectification Certificate for the whole of the Works has been issued and the Contractor has finally left the Site. | To tally with the SFBC with quantities Clause 21.1(2). |
| 21.2(1) | Either the Employer or the Contractor, whichever of them is the party responsible for effecting the Contractors' All Risks Insurance of the Works, is required, unless otherwise stated in the Main Contract, to effect insurances in the joint names of the Employer, the Contractor, his sub-contractors (including the Sub-Contractor) and their respective sub-contractors of all tiers against all liabilities of the insured under the Main Contract or otherwise in respect of: | Either the Employer or the Contractor, whichever of them is the party responsible for effecting the Contractors' All Risks Insurance of the Works, is required , unless otherwise stated in the Main Contract, to effect insurances in the joint names of the Employer, the Contractor, his sub-contractors (including the Sub-Contractor) and their respective sub-contractors of all tiers against all liabilities of the insured under the Main Contract or otherwise in respect of: | To tally with the SFBC with quantities Clause 21.2(1). |
| 21.2(2) | The insurance cover will be against the liabilities referred to in clause 21.2(1) of the Main Contract Conditions sustained during the period from the commencement of the Works until the Defects Rectification Certificate for the whole of the Works has been is-sued and the Contractor has finally left the Site. | The insurance cover will be against the liabilities referred to in clause 21.2(1) of the Main Contract Conditions sustained during the period from the Commencement Date until the Defects Rectification Certificate for the whole of the Works has been issued and the Contractor has finally left the Site. | To tally with the SFBC with quantities Clause 21.2(2). |

Explanatory Note on Key Amendments to Standard Form of Nominated Sub-Contract (2005 edition)

Clause 21 Injury to persons and property and indemnity to Contractor (cont'd)

| Clause No. | Description | | Reasons for Amendment |
|----------------|--|---|-----------------------|
| | Standard Form of Nominated Sub-contract (2005 edition) | Standard Form of Nominated Sub-contract (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 ¹ due to any cause other than: | Typo correction. |
| 21.2(1)(b)(ii) | pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds; or | pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds; or and | Drafting refinement. |

Explanatory Note on Key Amendments to Standard Form of Nominated Sub-Contract (2005 edition)

Clause 22 Insurance of the Works

| Clause No. | Description | | Reasons for Amendment |
|------------|--|---|---|
| | Standard Form of Nominated Sub-contract (2005 edition) | Standard Form of Nominated Sub-contract (2005 edition (revised 2023)) | |
| 22.1(1) | The Contractors' All Risks Insurance of the Works will be effected and maintained by either the Employer or the Contractor in the joint names of the Employer, the Contractor, his sub-contractors (including the Sub-Contractor) and their respective sub-contractors of all tiers and suppliers from the Commencement Date until 14 days after Substantial Completion Certificate for the Works, a Section or Relevant Part 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 will be effected and maintained by either the Employer or the Contractor in the joint names of the Employer, the Contractor, his sub-contractors (including the Sub-Contractor) and their respective sub-contractors of all tiers and suppliers from the Commencement Date <u>or the Date for Possession of the Site, whichever is earlier,</u> until 14 days after the issue of 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. |
| 22.3(1) | 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 parties' obligations shall be as described in clauses 22.3(2) and (3). | 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 parties' obligations shall be as described in clauses 22.3(2) and (3). | Typo correction. |
| 22.4(1) | The Contractor will 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 will 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) of the Main Contract Conditions)</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 to the professionals. |

Explanatory Note on Key Amendments to Standard Form of Nominated Sub-Contract (2005 edition)

Clause 23 Possession, commencement and completion

| Clause No. | Description | | Reasons for Amendment |
|------------|---|--|--|
| | Standard Form of Nominated Sub-contract (2005 edition) | Standard Form of Nominated Sub-contract (2005 edition (revised 2023)) | |
| 23.2(2) | If it is stated in the Appendix that the Sub-Contract Works and any Section are to be completed on or before the Sub-Contract Completion Date the Sub-Contractor shall complete the Sub-Contract Works and any Section on or before the date stated in the Appendix as the Sub-Contract Completion Date. | If it is stated in the Appendix that the Sub-Contract Works and any Section are to be completed on or before the Sub-Contract Completion Date, the Sub-Contractor shall complete the Sub-Contract Works and any Section on or before the date stated in the Appendix as the Sub-Contract Completion Date. | Typo correction. |
| 23.2(3) | If it is stated in the Appendix that the Sub-Contract Works are to be carried out and completed at the same time as the Works the Sub-Contract Works shall be carried out to suit the progress of the Works and shall be completed sufficiently far in advance of the Works to allow adequate time for the Contractor to complete the Works or any Section on or before the Completion Date of the Works or that Section. | If it is stated in the Appendix that the Sub-Contract Works are to be carried out and completed at the same time as the Works, the Sub-Contract Works shall be carried out to suit the progress of the Works and shall be completed sufficiently far in advance of the Works to allow adequate time for the Contractor to complete the Works or any Section on or before the Completion Date of the Works or that Section. | Typo correction. |
| 23.3 | The Architect is authorised to issue instructions regarding: | The Architect <u>may</u> issue instructions regarding: | To tally with the SFBC with quantities Clause 23.3. |
| 23.3(b) | the postponement of the Commencement Date of the whole or a part of the Works; and | the postponement of the Commencement Date of the whole or a part of the Works; <u>or</u> | To tally with the SFBC with quantities Clause 23.3(b). |

Explanatory Note on Key Amendments to Standard Form of Nominated Sub-Contract (2005 edition)

Clause 24 Failure of Sub-Contractor to complete on time

| Clause No. | Description | | Reasons for Amendment |
|------------|---|--|-----------------------|
| | Standard Form of Nominated Sub-contract (2005 edition) | Standard Form of Nominated Sub-contract (2005 edition (revised 2023)) | |
| 24.1(1) | If under clause 23.2(2) the Sub-Contract requires the Sub-Contract Works or any Section to be completed on or before the Sub-Contract Completion Date and the Sub-Contractor fails to complete the Sub-Contract Works or any Section on or before that date the Contractor shall notify the Architect of this failure and issue a copy of the notification to the Sub-Contractor. | If under clause 23.2(2) the Sub-Contract requires the Sub-Contract Works or any Section to be completed on or before the Sub-Contract Completion Date and the Sub-Contractor fails to complete the Sub-Contract Works or any Section on or before that date, the Contractor shall notify the Architect of this failure and issue a copy of the notification to the Sub-Contractor. | Typo correction. |
| 24.1(2) | If the Architect issues a certificate to that effect to the Contractor under clause 29.11 of the Main Contract Conditions the certificate shall confirm that all extensions of time have been addressed in accordance with clause 25 and state the date by which the Sub-Contract Works or Section ought to have been completed. | If the Architect issues a certificate to that effect to the Contractor under clause 29.11 of the Main Contract Conditions, the certificate shall confirm that all extensions of time have been addressed in accordance with clause 25 and state the date by which the Sub-Contract Works or Section ought to have been completed. | Typo correction. |
| 24.2 | If under clause 23.2(3) the Sub-Contract requires the Sub-Contract Works to be carried out and completed at the same time as the Works and the Sub-Contractor, having been notified by the Contractor of any revised Completion Date for the Works, fails to complete the Sub-Contract Works or any Section in accordance with clause 23.2(3) the Sub-Contractor shall pay or allow the Contractor a sum equivalent to any loss and/or expense and/or liquidated damages incurred by the Contractor due to the failure of the Sub-Contractor to complete on time. | If under clause 23.2(3) the Sub-Contract requires the Sub-Contract Works to be carried out and completed at the same time as the Works and the Sub-Contractor, having been notified by the Contractor of any revised Completion Date for the Works, fails to complete the Sub-Contract Works or any Section in accordance with clause 23.2(3), the Sub-Contractor shall pay or allow the Contractor a sum equivalent to any loss and/or expense and/or liquidated damages incurred by the Contractor due to the failure of the Sub-Contractor to complete on time. | 24.2 |

Explanatory Note on Key Amendments to Standard Form of Nominated Sub-Contract (2005 edition)

Clause 25 Extension of time for the Sub-Contract Works to be completed by the Sub-Contract Completion Date

| Clause No. | Description | | Reasons for Amendment |
|------------|--|---|------------------------|
| | Standard Form of Nominated Sub-contract (2005 edition) | Standard Form of Nominated Sub-contract (2005 edition (revised 2023)) | |
| 25.1(1) | If under clause 23.2(2) the Sub-Contract requires the Sub-Contract Works to be completed on or before the Sub-Contract Completion Date, 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 Sub-Contract Works or a Section beyond the Sub-Contract Completion Date becoming apparent the Sub-Contractor shall give notice (referred to in clause 25 as the 'first notice') to the Contractor. | If under clause 23.2(2) the Sub-Contract requires the Sub-Contract Works to be completed on or before the Sub-Contract Completion Date, 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 Sub-Contract Works or a Section beyond the Sub-Contract Completion Date becoming apparent, the Sub-Contractor shall give notice (referred to in clause 25 as the 'first notice') to the Contractor. | 25.1(1) |
| 25.1(3)(b) | inclement weather conditions, being rainfall in excess of twenty millimeters 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 Sub-Contract Works; | inclement weather conditions, being rainfall in excess of twenty millimeters in a twenty-four hour period (midnight to midnight) as recorded by the Hong Kong Observatory station nearest to the Site, and/or their consequences adversely affecting the progress of the Sub-Contract Works; | Grammatical correction |
| 25.1(4)(a) | continuously use his best endeavours to prevent or mitigate delay to the progress of the Sub-Contract Works however caused and to prevent the completion of the Sub-Contract Works being delayed or further delayed beyond the Completion Date, provided that the words 'best endeavours' shall not be construed to mean that the Sub-Contractor is obliged to spend additional money to accelerate the carrying out of the Sub-Contract Works to recover delay the Sub-Contractor did not cause, without re-imburement under clause 27; and | continuously use his best endeavours to prevent or mitigate delay to the progress of the Sub-Contract Works however caused and to prevent the completion of the Sub-Contract Works being delayed or further delayed beyond the Completion Date, provided that the words 'best endeavours' shall not be construed to mean that the Sub-Contractor is obliged to spend additional money, without re-imburement under clause 27, to accelerate the carrying out of the Sub-Contract Works to recover de-lay that the Sub-Contractor did not cause; and | 25.1(4)(a) |

Explanatory Note on Key Amendments to Standard Form of Nominated Sub-Contract (2005 edition)

Clause 25 Extension of time for the Sub-Contract Works to be completed by the Sub-Contract Completion Date (cont'd)

| Clause No. | Description | | Reasons for Amendment |
|------------|--|---|---|
| | Standard Form of Nominated Sub-contract (2005 edition) | Standard Form of Nominated Sub-contract (2005 edition (revised 2023)) | |
| 25.2(1) | The Sub-Contractor shall, as soon as practicable but in any case within 28 days of giving the first no-tice, submit a second notice (referred to in clause 25 as the 'second notice') to the Contractor giving:- | The Sub-Contractor shall, as soon as practicable but in any case within 28 days of giving the first no-tice, submit a second notice (referred to in clause 25 as the 'second notice') to the Contractor giving:□ | Typo correction. |
| 25.2(3)(b) | make further submissions to the Contractor 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 Contractor 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 |
| 25.2(3)(c) | within 7 days after the delay ceasing, submit to the Contractor final particulars of the cause, effect and predictable length of the delay to the Sub-Contract Works or a Section beyond the Sub-Contract Completion Date in sufficient detail to enable the Contractor to make a decision under clause 25.3(1). | within 7 days after the delay ceasing, submit to the Contractor final particulars of the cause, effect and <u>predictable</u> length of the delay to the Sub-Contract Works or a Section beyond the Sub-Contract Completion Date in sufficient detail to enable the Contractor to make a decision under clause 25.3(1). | To tally with the SFBC with quantities Clause 25.2(3)(c). |
| 25.3(2) | The Contractor shall give the ex-tension of time by fixing a later Sub-Contract Completion Date, and the reasons for his decision, as soon as practicable but in any case within 60 days of receipt of the particulars submitted with the second notice under clause 25.2. | The Contractor shall give the ex-tension of time by fixing a later Sub-Contract Completion Date, and the reasons for his decision, as soon as practicable but in any case within 60 days <u>after the</u> receipt of the particulars submitted with the second notice under clause 25.2. | To tally with the SFBC with quantities Clause 25.3(2). |

Explanatory Note on Key Amendments to Standard Form of Nominated Sub-Contract (2005 edition)

Clause 25 Extension of time for the Sub-Contract Works to be completed by the Sub-Contract Completion Date (cont'd)

| Clause No. | Description | | Reasons for Amendment |
|------------|---|---|--|
| | Standard Form of Nominated Sub-contract (2005 edition) | Standard Form of Nominated Sub-contract (2005 edition (revised 2023)) | |
| 25.3(7) | The Contractor may, with Architect's consent, fix a new Sub-Contract Completion Date, under clause 25 earlier or later than that previously fixed, during the period of delay between the Sub-Contract Completion Date and the date of Substantial Completion of the Sub-Contract Works (if Substantial Completion of the Sub-Contract Works takes place later than the Sub-Contract Completion Date) if it is fair and reasonable to do so having regard to any of the listed events, whether by reviewing a previous decision, by taking into account any further and better particulars that may be submitted by the Sub-Contractor or any extension of time granted under clause 25.3(6). | The Contractor may, with Architect's consent, fix a new Sub-Contract Completion Date, under clause 25 earlier or later than that previously fixed, during the period of delay between the Sub-Contract Completion Date and the date of Substantial Completion of the Sub-Contract Works (if Substantial Completion of the Sub-Contract Works takes place later than the Sub-Contract Completion Date) if it is fair and reasonable to do so having regard to any of the listed events, whether by reviewing a previous decision, by taking into account any further and better particulars that may be submitted by the Sub-Contractor, or by taking into account any extension of time granted under clause 25.3(6). | To tally with the SFBC with quantities Clause 25.3(7). |

Clause 26 Extension of time for Sub-Contract Works to be completed at the same time as the Works

| Clause No. | Description | | Reasons for Amendment |
|------------|--|---|-----------------------|
| | Standard Form of Nominated Sub-contract (2005 edition) | Standard Form of Nominated Sub-contract (2005 edition (revised 2023)) | |
| 26.1(1) | If under clause 23.2(3) the Sub-Contract requires the Sub-Contract Works to be carried out and completed at the same time as the Works, 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 Sub-Contract Works or a Section becoming apparent the Sub-Contractor shall give notice to the Contractor. | If under clause 23.2(3) the Sub-Contract requires the Sub-Contract Works to be carried out and completed at the same time as the Works, 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 Sub-Contract Works or a Section becoming apparent, the Sub-Contractor shall give notice to the Contractor. | Typo correction. |

Explanatory Note on Key Amendments to Standard Form of Nominated Sub-Contract (2005 edition)

Clause 28 Direct loss and/or expense

| Clause No. | Description | | Reasons for Amendment |
|------------|--|--|---|
| | Standard Form of Nominated Sub-contract (2005 edition) | Standard Form of Nominated Sub-contract (2005 edition (revised 2023)) | |
| 28.1(1) | If in the Sub-Contractor's opinion, he has incurred or is likely to incur direct loss and/or expense because the progress of the Sub-Contract Works has been or is likely to be delayed or disrupted by an event set out in clause 28.1(2)(referred to in clause 28 as a 'qualifying event' and the Sub-Contractor intends to claim additional payment for this he shall follow the procedures set out in clause 29 and shall also identify in his notice of claim which of the following qualifying events he believes to be the cause of the direct loss and/or expense. | If in the Sub-Contractor's opinion, he has incurred or is likely to incur direct loss and/or expense because the progress of the Sub-Contract Works has been or is likely to be delayed or disrupted by an event set out in clause 28.1(2)(referred to in clause 28 as a 'qualifying event') and the Sub-Contractor intends to claim additional payment for this, he shall follow the procedures set out in clause 29 and shall also identify in his notice of claim which of the following qualifying events he believes to be the cause of the direct loss and/or expense. | To tally with the SFBC with quantities Clause 27.1(1). |
| 28.1(2)(g) | delay caused by a nominated sub-contractor (other than the Sub-Contractor) or supplier nominated by the Architect under clause 29.2(6) of the Main Contract Conditions despite the Contractor's valid objection, subject to clause 29.2(7) of the Main Contract Conditions; | delay <u>or disruption</u> caused by a nominated sub-contractor (other than the Sub-Contractor) or supplier nominated by the Architect under clause 29.2(6) of the Main Contract Conditions despite the Contractor's valid objection, subject to clause 29.2(7) of the Main Contract Conditions; | To tally with the SFBC with quantities Clause 27.1(2)(h). |
| 28.2(1) | Upon receipt of the Sub-Contractor's claim under clause 28 the Architect shall instruct the Quantity Surveyor to ascertain, under clause 27.4 of the Main Contract Conditions, the amount of any additional payment for direct loss and/or expense incurred by the Sub-Contractor if the Architect is satisfied that: | Upon receipt of the Sub-Contractor's claim under clause 28, the Architect shall instruct the Quantity Surveyor to ascertain, under clause 27.4 of the Main Contract Conditions, the amount of any additional payment for direct loss and/or expense incurred by the Sub-Contractor if the Architect is satisfied that: | Typo correction. |
| 28.2(2) | The ascertainment of the Sub-Contractor's claim shall be made as soon as practicable but in any case within 60 days of receipt of the build-up of the claim and the particulars under clause 29.2. | The ascertainment of the Sub-Contractor's claim shall be made as soon as practicable but in any case within 60 days of receipt of the build-up of the claim and the particulars <u>submitted</u> under clause 29.2, <u>as the case may be</u> . | To tally with the SFBC with quantities Clause 27.2(2). |

Explanatory Note on Key Amendments to Standard Form of Nominated Sub-Contract (2005 edition)

Clause 29 Notice of claims for additional payment

| Clause No. | Description | | Reasons for Amendment |
|------------|---|--|--|
| | Standard Form of Nominated Sub-contract (2005 edition) | Standard Form of Nominated Sub-contract (2005 edition (revised 2023)) | |
| 29.1(1) | If the Sub-Contractor intends to claim any additional payment under the Sub-Contract the Sub-Contractor shall give notice to the Contractor of his intention to do so within 28 days of it becoming apparent to the Sub-Contractor that an event has occurred which gives rise to a claim and he shall include in the notice the contractual provisions upon which the claim is based. | If the Sub-Contractor intends to claim any additional payment under the Sub-Contract, the Sub-Contractor shall give notice to the Contractor of his intention to do so within 28 days of it becoming apparent to the Sub-Contractor that an event has occurred which gives rise to a claim and he shall include in the notice the contractual provisions upon which the claim is based. | Typo correction. |
| 29.2(2) | The Sub-Contractor shall as soon as practicable but in any case within 60 days of giving notice under clause 29.1, submit to the Contractor: | The Sub-Contractor shall as soon as practicable, but in any case within 60 days of giving notice under clause 29.1, submit to the Contractor: | Style consistency. |
| 29.2(3) | Where the effect giving rise to the claim set out in the Sub-Contractor's notice of claim commences later than 60 days after the Sub-Contractor has given notice of his intention to claim, the Sub-Contractor shall give the Contractor a statement to that effect and submit the information under clause 29.2(2) within 60 days of the commencement of the effect of the event giving rise to the claim. | Where the effect of the event giving rise to the claim set out in the Sub-Contractor's notice of claim commences later than 60 days after the Sub-Contractor has given notice of his intention to claim, the Sub-Contractor shall give the Contractor a statement to that effect and submit the information under clause 29.2(2) within 60 days of the commencement of the effect of the event giving rise to the claim. | To tally with the SFBC with quantities Clause 28.2(3). |
| 29.2(4) | Where the qualifying event giving rise to the claim has a continuing effect the Sub-Contractor shall: | Where the qualifying event giving rise to the claim has a continuing effect the Sub-Contractor shall: | To tally with the SFBC with quantities Clause 28.2(4). |
| 29.3 | It shall be a condition precedent to the Sub-Contractor's entitlement to additional payment that the Sub-Contractor shall comply with the provisions of clauses 29.1 and 29.2 and if he fails to comply with these provisions in respect of any claim that claim will be deemed to have been waived by the Sub-Contractor. | It shall be a condition precedent to the Sub-Contractor's entitlement to additional payment that the Sub-Contractor shall comply with the provisions of clauses 29.1 and 29.2 and if he fails to comply with these provisions in respect of any claim that claim will be deemed to have been waived by the Sub-Contractor. | To tally with the SFBC with quantities Clause 28.3. |

Explanatory Note on Key Amendments to Standard Form of Nominated Sub-Contract (2005 edition)

Clause 32 General attendance

| Clause No. | Description | | Reasons for Amendment |
|------------|---|--|-----------------------|
| | Standard Form of Nominated Sub-contract (2005 edition) | Standard Form of Nominated Sub-contract (2005 edition (revised 2023)) | |
| 32.1 | Unless otherwise provided in the Specification or Sub-Contract Bills general attendance shall be provided by the Contractor free of charge to the Sub-Contractor and shall include the use of the Contractor's temporary roads, pavings and paths, standing scaffolding, standing hoists, clearing away rubbish, provision of space on the Site for the Sub-Contractor's offices and for the storage of his plant, materials and goods, the use of mess rooms, sanitary accommodation and welfare facilities. | Unless otherwise provided in the Specification or Sub-Contract Bills, general attendance shall be provided by the Contractor free of charge to the Sub-Contractor and shall include the use of the Contractor's temporary roads, pavings and paths, standing scaffolding, standing hoists, clearing away rubbish, provision of space on the Site for the Sub-Contractor's offices and for the storage of his plant, materials and goods, the use of mess rooms, sanitary accommodation and welfare facilities. | Typo correction. |
| 32.4 | Unless otherwise provided in the Specification or Sub-Contract Bills the Sub-Contractor shall provide, erect and maintain all the workshops, sheds or other temporary buildings required for the Sub-Contract Works on the areas of the Site allocated to him by the Contractor and subsequently remove them. | Unless otherwise provided in the Specification or Sub-Contract Bills, the Sub-Contractor shall provide, erect and maintain all the workshops, sheds or other temporary buildings required for the Sub-Contract Works on the areas of the Site allocated to him by the Contractor and subsequently remove them. | Typo correction. |

Clause 33 Certificates and payments

| Clause No. | Description | | Reasons for Amendment |
|------------|---|---|--|
| | Standard Form of Nominated Sub-contract (2005 edition) | Standard Form of Nominated Sub-contract (2005 edition (revised 2023)) | |
| 33.1(2) | The Interim Certificate is to state the amount due to the Contractor from the Employer and the Contractor will be entitled to payment of the amount stated, less any monies deductible by the Employer, within the period for payment of certificates stated in the appendix to the Main Contract Conditions. | The Interim Certificate shall state the amount due to the Contractor from the Employer and the Contractor will be entitled to payment of the amount stated, less any monies deductible by the Employer, within the period for payment of certificates stated in the appendix to the Main Contract Conditions. | To tally with the SFBC with quantities Clause 32.1(2). |

Explanatory Note on Key Amendments to Standard Form of Nominated Sub-Contract (2005 edition)

Clause 33 Certificates and payments (cont'd)

| Clause No. | Description | | Reasons for Amendment |
|------------|---|--|--|
| | Standard Form of Nominated Sub-contract (2005 edition) | Standard Form of Nominated Sub-contract (2005 edition (revised 2023)) | |
| 33.1(3) | The Sub-Contractor shall submit to the Contractor a statement of the gross valuation of the Sub-Contract work in progress showing the amount of each of the relevant items listed in clause 33.2 supported by all accounts, vouchers, receipts and other documents that may be reasonably required by the Quantity Surveyor within 7 days of the Contractor's requirement for the Sub-Contractor to do so. | The Sub-Contractor shall submit to the Contractor, with copies to the Architect, the Quantity Surveyor and the Engineer as appropriate, a statement of the gross valuation of the Sub-Contract work in progress showing the amount of each of the relevant items listed in clause 33.2 supported by all accounts, vouchers, receipts and other documents that may be reasonably required by the Quantity Surveyor within 7 days of the Contractor's requirement for the Sub-Contractor to do so. | Follow Main Contract provisions |
| 33.1(4) | The Contractor is required under clause 32.1 of the Main Contract Conditions to submit to the Quantity Surveyor a statement setting out the Contractor's estimate of the gross valuation of the work in progress, at least 14 days before the date on which an Interim Certificate is due to be issued and to include the amount set out in the Sub-Contractor's statement under clause 33.1(3) together with supporting documentation in his submission. | The Contractor is required under clause 32.1 of the Main Contract Conditions to submit to the Quantity Surveyor, with copies to the Architect and the Engineer as appropriate, a statement setting out the Contractor's estimate of the gross valuation of the work in progress, at least 14 days before the date on which an Interim Certificate is due to be issued and to include the amount set out in the Sub-Contractor's statement under clause 33.1(3) together with supporting documentation in his submission. | 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. |
| 33.1(10) | If the Employer has exercised a right under the Main Contract to deduct from monies due to the Contractor, to the extent that the deduction is due to a breach of contract or other default of the Sub-Contractor or any person for whom the Sub-Contractor is responsible the monies deducted may be recovered by the Contractor from any monies due or to become due to the Sub-Contractor or as a debt. | If the Employer has exercised a right under the Main Contract to deduct from monies due to the Contractor, to the extent that the deduction is due to a breach of contract or other default of the Sub-Contractor or any person for whom the Sub-Contractor is responsible, the monies deducted may be recovered by the Contractor from any monies due or to become due to the Sub-Contractor or as a debt. | Typo correction. |

Explanatory Note on Key Amendments to Standard Form of Nominated Sub-Contract (2005 edition)

Clause 33 Certificates and payments (cont'd)

| Clause No. | Description | | Reasons for Amendment |
|------------|--|--|---|
| | Standard Form of Nominated Sub-contract (2005 edition) | Standard Form of Nominated Sub-contract (2005 edition (revised 2023)) | |
| 33.2(2) | The gross valuation of the Sub-Contract work in progress shall be the total of the amounts listed in clause 33.2(3) less the total of the amounts listed in clause 33.2(4). | The <u>estimated</u> gross valuation of the Sub-Contract work in progress shall be the total of the amounts listed in clause 33.2(3) less the total of the amounts listed in clause 33.2(4). | To tally with the SFBC with quantities Clause 32.2(2). |
| 33.2(4)(b) | the amount allowable to the Employer for decreases in the cost of labour and/or materials under clause 39 if applicable; and | the amount allowable to the Employer for decreases in the <u>costs</u> of labour and/or materials under clause 39 if applicable; and | To tally with the SFBC with quantities Clause 32.2(4)(b). |
| 33.3 | The Architect may, at his discretion or where expressly provided in the Sub-Contract, include the value of materials or goods intended for inclusion in the Sub-Contract 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 those materials or goods for inclusion in the Quantity Surveyor's interim valuation of the work in progress under clause 32.1(5) of the Main Contract Conditions. | The Architect may, at his discretion or where expressly provided in the Sub-Contract, include the value of materials or goods intended for inclusion in the Sub-Contract Works in an Interim Certificate before the materials or goods are delivered to or adjacent to the Site <u>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</u> and if this is the case he shall instruct the Quantity Surveyor to estimate the value of <u>these</u> materials or goods for inclusion in the Quantity Surveyor's interim valuation of the work in progress under clause 32.1(5) of the Main Contract Conditions. | To impose additional requirements regarding payment for materials off site so as to protect the Employer's interest. To tally with the SFBC with quantities Clause 32.3. |
| 33.4(1) | The Sub-Contract Retention on the payment for the Sub-Contractor's work in progress shall be calculated by applying the percentage stated in the Appendix as the Sub-Contract Retention Percentage to the estimated gross valuation referred to in clause 33.2 exclusive of the amounts payable under clause 28 and any adjustment for fluctuations in the cost of labour or materials under clause 39. | The Sub-Contract Retention on the payment for the Sub-Contractor's work in progress shall be calculated by applying the percentage stated in the Appendix as the Sub-Contract Retention Percentage to the estimated gross valuation referred to in clause 33.2 exclusive of the amounts payable under clause 28 and any <u>adjustment for fluctuations in the costs</u> of labour or materials under clause 39. | To tally with the SFBC with quantities Clause 32.4(1). |

Explanatory Note on Key Amendments to Standard Form of Nominated Sub-Contract (2005 edition)

Clause 33 Certificates and payments (cont'd)

| Clause No. | Description | | Reasons for Amendment |
|------------|--|---|--|
| | Standard Form of Nominated Sub-contract (2005 edition) | Standard Form of Nominated Sub-contract (2005 edition (revised 2023)) | |
| 33.4(2) | The amount held as the Sub-Contract Retention shall not exceed the amount stated in the Appendix as the Limit of Sub-Contract Retention, as may be reduced in accordance with the Sub-Contract. Once the Limit of Sub-Contract Retention has been reached no further amounts shall be retained. | The amount held as the Sub-Contract Retention shall not exceed the amount stated in the Appendix as the Limit of Sub-Contract Retention, as may be <u>increased or</u> reduced in accordance with the Sub-Contract. Once the Limit of Sub-Contract Retention has been reached no further amounts shall be retained. | To tally with the SFBC with quantities Clause 32.4(2). |
| 33.5(2) | The Architect is required to issue an Interim Certificate for the payment of one-half of the Sub-Contract Retention held in respect of the whole of the Sub-Contract Works, a Section or 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 <u>shall</u> issue an Interim Certificate for the payment of one-half of the Sub-Contract Retention held in respect of the whole of the Sub-Contract Works, a Section or Relevant Part, as the case may be, 14 days after Substantial Completion of the whole of the Works <u>within 14 days after the issue of the Substantial Completion Certificate for the whole of the Works</u> , that Section or Relevant Part. | To give a more definite time frame when half of the Retention should be released. To tally with SFBC with quantities Clause 32.5(2) |
| 33.5(4) | The Architect is required to issue an Interim Certificate for payment of all remaining Sub-Contract Retention within 14 days after the issue of the Defects Rectification Certificate for the whole of the Works. | The Architect <u>shall</u> issue an Interim Certificate for payment of <u>the</u> remaining Sub-Contract Retention <u>held in respect of the whole of the Works, a Section or a Relevant Part, as the case may be,</u> within 14 days after the issue of the Defects Rectification Certificate for the whole of the Works, <u>that Section or Relevant Part under clause 17.5.</u> | To address the possibility of sectional completion. |
| 33.6(1) | The Quantity Surveyor is required to prepare the final account, which is a statement of all adjustments to be made to the Sub-Contract Sum as set out in clause 33.7, within the period for completion of the final account stated in the appendix to the Main Contract Conditions commencing on the date of Substantial Completion of the whole of the Works. | The Quantity Surveyor <u>shall</u> prepare the final account, which is a statement of all adjustments to be made to the Sub-Contract Sum as set out in clause 33.7, within the period for completion of the final account stated in the appendix to the Main Contract Conditions commencing on the date of Substantial Completion of the whole of the Works. | To tally with the SFBC with quantities Clause 32.6(1). |

Explanatory Note on Key Amendments to Standard Form of Nominated Sub-Contract (2005 edition)

Clause 33 Certificates and payments (cont'd)

| Clause No. | Description | | Reasons for Amendment |
|------------|---|---|--|
| | Standard Form of Nominated Sub-contract (2005 edition) | Standard Form of Nominated Sub-contract (2005 edition (revised 2023)) | |
| 33.6(2) | The Quantity Surveyor is required to send draft copies of the final account to the Sub-Contractor from time to time as the preparation of the final account progresses. | The Quantity Surveyor shall send draft copies of the final account to the Sub-Contractor from time to time as the preparation of the final account progresses. | To tally with the SFBC with quantities Clause 32.6(2). |
| 33.6(3) | The Sub-Contractor shall submit to the Quantity Surveyor all the documents that are, in the opinion of the Quantity Surveyor, reasonably necessary for the adjustment of the Sub-Contract Sum not later than 6 months after Substantial Completion of the whole of the Works or 3 months before the end of the period for the completion of the final account referred to in clause 33.6(1) whichever is earlier. | The Sub-Contractor shall submit to the Quantity Surveyor all the documents that are, in the opinion of the Quantity Surveyor, reasonably necessary for the adjustment of the Sub-Contract Sum not later than 6 months after Substantial Completion of the whole of the Works or 3 months before the end of the period for the completion of the final account referred to in clause 33.6(1) whichever is earlier. | To tally with the SFBC NS Clause 16.6(2). |
| 33.6(4) | The submission of the documents referred to in clause 33.6(3) shall not be a condition precedent to the Quantity Surveyor preparing the final account and if the Sub-Contractor fails to comply with that clause the Quantity Surveyor shall prepare the final account based on the information that is available to him. | The submission of the documents referred to in clause 33.6(3) shall not be a condition precedent to the Quantity Surveyor preparing the final account and if the Sub-Contractor fails to comply with that clause the Quantity Surveyor shall prepare the final account based on the information that is available to him. | Typo correction. To tally with the SFBC with quantities Clause 32.6(4). |
| 33.6(7) | The Architect shall issue a copy of the Sub-Contract final account signed by the Quantity Surveyor and the Sub-Contractor to the parties by special delivery. | The Architect shall issue a copy of the Sub-Contract final account signed by the Quantity Surveyor and the Sub-Contractor to the parties by special delivery. | There is no need for the Sub-Contractor to sign the final account before it is issued. |
| 33.7(2)(b) | the total of all Valuations under clause 13.4 which result in a reduction in the Sub-Contract Sum; | the total of all Valuations under clause 13.4 which result in a reduction in the Sub-Contract Sum; | Grammatical correction. |
| 33.7(2)(d) | the amount allowable to the Employer for decreases in the cost of labour and/or materials under clause 39 if applicable; | the amount allowable to the Employer for decreases in the cost of labour and/or materials under clause 39 if applicable; and | Typo correction. |

Explanatory Note on Key Amendments to Standard Form of Nominated Sub-Contract (2005 edition)

Clause 33 Certificates and payments (cont'd)

| Clause No. | Description | | Reasons for Amendment |
|------------|---|--|--|
| | Standard Form of Nominated Sub-contract (2005 edition) | Standard Form of Nominated Sub-contract (2005 edition (revised 2023)) | |
| 33.7(3)(d) | the amount assessed as additional payment for direct loss and/or expense under clause 28; | the amount <u>ascertained</u> as additional payment for direct loss and/or expense under clause 28; | To tally with the SFBC with quantities Clause 32.7(3)(i). |
| 33.7(3)(e) | any amount payable for reimbursement for increases in the cost of labour and/or materials under clause 39, if applicable; and | <u>the</u> amount payable for reimbursement for increases in the <u>costs</u> of labour and/or materials under clause 39, if applicable; and | To tally with the SFBC with quantities Clause 32.7(3)(j). |
| 33.8(1) | The Architect is required to issue the Final Certificate to the Employer and the Contractor as soon as practicable after the issue of the Defects Rectification Certificate for the whole of the Works but not until at least 28 days after a copy of the signed final account has been given to the Employer and the Contractor. | The Architect <u>shall</u> issue the Final Certificate to the Employer and the Contractor as soon as practicable after the issue of the Defects Rectification Certificate for the whole of the Works <u>but not until at least 28 days and</u> after a copy of the signed final account has been given to the Employer and the Contractor. | Remove the restriction to issue the Final Certificate earlier, if possible To tally with the SFBC with quantities Clause 32.8(1). |
| 33.8(2) | At the same time as the Architect issues the Final Certificate to the Employer and the Contractor, he is required under clause 32.8 of the Main Contract Conditions to notify the Sub-Contractor of the date it was issued and the amount included for the Sub-Contract Works. | At the same time as the Architect issues the Final Certificate to the Employer and the Contractor, he <u>shall</u> under clause 32.8 of the Main Contract Conditions to notify the Sub-Contractor of the date it was issued and the amount included for the Sub-Contract Works. | To tally with the SFBC with quantities Clause 32.8(2). |
| 33.10(b) | 12 months have passed without either party taking a further step in the proceedings unless there is reasonable cause for not taking this step, whereupon the Final Certificate shall be subject to any terms agreed in partial settlement; whichever is earlier. | 12 months have passed without either party taking a further step in the proceedings <u>]</u> unless there is reasonable cause for not taking this step, whereupon the Final Certificate shall be subject to any terms agreed in partial settlement; whichever is earlier. | To tally with the SFBC with quantities Clause 32.10(b). |

Explanatory Note on Key Amendments to Standard Form of Nominated Sub-Contract (2005 edition)

Clause 34 Surety bond

| Clause No. | Description | | Reasons for Amendment |
|------------|--|---|--|
| | Standard Form of Nominated Sub-contract (2005 edition) | Standard Form of Nominated Sub-contract (2005 edition (revised 2023)) | |
| 34.2 | - | Release of insurance company or bank* Clause 34.2A/Clause 34.2B applies | Due to the inclusion of clause 34.2A & 34.2B. |
| 34.2A | 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. | <i>Release of insurance company or bank</i> 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. |
| 34.2B | - | 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. |
| 34.3 | - If the Sub-Contractor fails to deliver the bond, the Contractor may withhold an amount not greater than the value of the bond stated in the Appendix until the bond is delivered to the Contractor, at which time the amount withheld shall be released in the next Interim Certificate following the delivery of the bond. | <i>Contractor's remedy if Sub-Contractor fails to deliver bond</i> If the Sub-Contractor fails to deliver the bond, the Contractor may withhold an amount not greater than the value of the bond stated in the Appendix until the bond is delivered to the Contractor, or the issue of the Substantial Completion Certificate for the Works, whichever occurs first, 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. |

Explanatory Note on Key Amendments to Standard Form of Nominated Sub-Contract (2005 edition)

Clause 35 Benefits under Main Contract

| Clause No. | Description | | Reasons for Amendment |
|------------|--|--|--------------------------------------|
| | Standard Form of Nominated Sub-contract (2005 edition) | Standard Form of Nominated Sub-contract (2005 edition (revised 2023)) | |
| 35 | The Contractor shall so far as he lawfully can at the Sub-Contractor's request and cost obtain for him any rights and benefits of the Main Contract as far as they are applicable to the Sub-Contract Works. | The Contractor shall so far as he lawfully can ¹ at the Sub-Contractor's request and cost ² obtain for him any rights and benefits of the Main Contract as far as they are applicable to the Sub-Contract Works. | To tally with the SFBC NS Clause 19. |

Clause 36 Determination by Contractor

| Clause No. | Description | | Reasons for Amendment |
|------------|---|--|--|
| | Standard Form of Nominated Sub-contract (2005 edition) | Standard Form of Nominated Sub-contract (2005 edition (revised 2023)) | |
| 36.4(3)(b) | the Contractor instructs that some or all of them are to be left on the Site for use in completing the Sub-Contract Works. | the Contractor instructs that some or all of them ^{shall} be left on the Site for use in completing the Sub-Contract Works. | To tally with the SFBC with quantities Clause 35.4(4)(b). |
| 36.4(4) | If the Sub-Contractor does not comply with clause 36.4(3) within a reasonable time, the Contractor may, without being responsible for any loss or damage, remove and sell the Sub-Contractors' property and hold the proceeds, less the expenses incurred, to the credit of the Sub-Contractor. | If the Sub-Contractor does not comply with clause 36.4(3) within a reasonable time, the Contractor may, without being responsible for any loss or damage, remove and sell the Sub-Contractors' ^{Sub-} Contractor's property and hold the proceeds, less ^{all} expenses incurred, to the credit of the Sub-Contractor. | Grammatical correction To tally with the SFBC with quantities Clause 35.4(5). |
| 36.4(6)(a) | all suppliers' manufacturers' and sub-sub-contractor's warranties, guarantees or other ancillary agreements for materials, goods and work relating to the Sub-Contract Works insofar as they are required by the Sub-Contract within 28 days of the date of determination; and | all suppliers' ¹ manufacturers' and ^{sub-sub-contractors'} warranties, guarantees or other ancillary agreements for materials, goods and work relating to the Sub-Contract Works ² insofar as they are required by the Sub-Contract ³ within 28 days of the date of determination; and | Grammatical correction. To tally with the SFBC with quantities Clause 35.4(7)(a). |

Explanatory Note on Key Amendments to Standard Form of Nominated Sub-Contract (2005 edition)

Clause 36 Determination by Contractor (cont'd)

| Clause No. | Description | | Reasons for Amendment |
|------------|--|---|---|
| | Standard Form of Nominated Sub-contract (2005 edition) | Standard Form of Nominated Sub-contract (2005 edition (revised 2023)) | |
| 36.4(7) | The Contractor 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 Sub-Contractor and his sub-sub-contractors and/or | The Contractor 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 Sub-Contractor and his sub-sub-contractors and/or suppliers. | Typo correction |
| 36.4(9) | The Contractor shall not have to make any further payment to the Sub-Contractor until the final settlement is made under clause 36.6. | The Contractor shall not be required to make any further payment to the Sub-Contractor until the final settlement is made under clause 36.6. | To tally with the SFBC with quantities Clause 35.4(10). |
| 36.6(1)(a) | the sum incurred by the Employer in completing the Sub-Contract Works represented by the total of the items in paragraphs (a), (b) and (c) in clause 36.5; and | the cost incurred by the Employer in completing the Sub-Contract Works represented by the total of the items in paragraphs (a), (b) and (c) in clause 36.5; and | To tally with the SFBC with quantities Clause 35.6(1)(a). |
| 36.6(1)(b) | the amount that it would have cost the Employer to have carried out and completed the Sub-Contract Works but for the determination, represented by the items in paragraph (d) in clause 36.5. | the amount that it would have cost the Employer to have carried out and completed the Sub-Contract Works but for the determination, represented by the amount in paragraph (d) in clause 36.5. | To tally with the SFBC with quantities Clause 35.6(1)(b). |
| 36.6(2) | The difference between the two amounts in clause 36.6(1)(a) and (b) shall be expressed in the certificate as a debt due to the Sub-Contractor from the Employer, through the Contract, or to the Employer from the Sub-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 clause s 36.6(1)(a) and (b) shall be expressed in the certificate as a debt due to the Sub-Contractor from the Employer, through the Contract, or to the Employer from the Sub-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 Nominated Sub-Contract (2005 edition)

Clause 37 Determination by Sub-Contractor

| Clause No. | Description | | Reasons for Amendment |
|------------|---|---|---|
| | Standard Form of Nominated Sub-contract (2005 edition) | Standard Form of Nominated Sub-contract (2005 edition (revised 2023)) | |
| 37.4(1)(b) | any amount not included in clause 37.4(1)(a) for the Sub-Contract Works and delivered to or adjacent to the Site which the Sub-Contractor has paid for, or is legally bound to pay for, and has or will transfer the property in these materials and goods to the Contractor; | any amount not included in clause 37.4(1)(a) for the Sub-Contract Works and delivered to or adjacent to the Site which the Sub-Contractor has paid for, or is legally bound to pay for, and has transferred or will transfer the property title in them to the Contractor; and | This clause is rephrased for better reading. To tally with the SFBC with quantities Clause 36.4(1)(c). |
| 37.6(2) | The difference between the two amounts in clause 37.6(1)(a) and (b) shall be expressed in the certificate as a debt due to the Sub-Contractor from the Contractor or to the Contractor from the Sub-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 clause 37.6(1)(a) and (b) shall be expressed in the certificate as a debt due to the Sub-Contractor from the Contractor] or to the Contractor from the Sub-Contractor] as the case may be and shall be payable within 28 days after the issue of the Architect's certificate. | To tally with the SFBC with quantities Clause 36.6(2). |

Clause 39 Fluctuations

| Clause No. | Description | | Reasons for Amendment |
|------------|--|--|---|
| | Standard Form of Nominated Sub-contract (2005 edition) | Standard Form of Nominated Sub-contract (2005 edition (revised 2023)) | |
| 39.2 | If the Sub-Contractor fails to complete the Works by the Completion Date and the Architect has is-sued a certificate to that effect un-der clause 24.1 the adjustments for fluctuations occurring after the Completion Date shall be calculated based on the cost of labour and materials relevant at the Completion Date. | If the Sub-Contractor fails to complete the Works by the Completion Date and the Architect has is-sued a certificate to that effect un-der clause 24.1] the adjustments for fluctuations occurring after the Completion Date shall be calculated based on the cost of labour and materials relevant at the Completion Date. | To tally with the SFBC with quantities Clause 38.2. |

Explanatory Note on Key Amendments to Standard Form of Nominated Sub-Contract (2005 edition)

Clause 41 Recovery of money due to the Contractor

| Clause No. | Description | | Reasons for Amendment |
|------------|--|---|--|
| | Standard Form of Nominated Sub-contract (2005 edition) | Standard Form of Nominated Sub-contract (2005 edition (revised 2023)) | |
| 41(1) | The Contractor may make any de-duction authorised by the Sub-Contract or at law including without limitation, deductions for costs, damages, debts, expenses or other sums for which the Sub-Con-tractor is liable to the Contractor from amounts due to the Sub-Contractor. | The Contractor may make any de-duction authorised by the Sub-Contract or at law including without limitation, deductions for costs, damages, liquidated and ascertained damages, debts, expenses or other sums for which the Sub-Contractor is liable to the Contractor from amounts due to the Sub-Contractor including Retention. | To tally with the SFBC with quantities Clause 40(1). |

Clause 42 Settlement of disputes

| Clause No. | Description | | Reasons for Amendment |
|------------|---|--|--|
| | Standard Form of Nominated Sub-contract (2005 edition) | Standard Form of Nominated Sub-contract (2005 edition (revised 2023)) | |
| 42.1(1) | Subject to clause 42.5 dealing with early arbitration the parties agree to follow the dispute settlement procedures outlined in clause 42. | Subject to clause 42.5 dealing with early arbitration, the parties shall follow the dispute settlement procedures outlined in clause 42. | Typo correction. To tally with the SFBC with quantities Clause 41.1(1). |
| 42.1(2) | Each party shall designate one of its own senior executives as it's representative (referred to in clause 42 as the 'Designated Representatives' within 14 days of acceptance of the Sub-Contractor's tender and the Designated Representative shall endeavour to settle disputes that arise during the carrying out of the Sub-Contract Works. | Each party shall designate one of its own senior executives as its representative (referred to in clause 42 as the 'Designated Representatives') within 14 days of acceptance of the Sub-Contractor's tender, and the Designated Representative shall endeavour to settle disputes that arise during the carrying out of the Sub-Contract Works. | To tally with the SFBC with quantities Clause 41.1(2). |
| 42.2(1) | If a dispute arises under or in connection with the Sub-Contract, the Architect shall at the request of either party, immediately refer the dispute to the Designated Representatives. | If a dispute arises under or in connection with the Sub-Contract, the Architect shall, at the request of either party, immediately refer the dispute to the Designated Representatives. | To tally with the SFBC with quantities Clause 41.2(1). |

Explanatory Note on Key Amendments to Standard Form of Nominated Sub-Contract (2005 edition)

Clause 42 Settlement of disputes (cont'd)

| Clause No. | Description | | Reasons for Amendment |
|------------|--|--|--|
| | Standard Form of Nominated Sub-contract (2005 edition) | Standard Form of Nominated Sub-contract (2005 edition (revised 2023)) | |
| 42.3(1) | If the dispute is not resolved by the Designated Representatives within 28 days of the dispute being referred to them by the Architect under clause 42.2 either party may give a notice to the other party, by special delivery, to refer the dispute to mediation and the person to act as the mediator shall be agreed between the parties. | If the dispute is not resolved by the Designated Representatives within 28 days of the dispute being referred to them by the Architect under clause 42.2, either party may give a notice to the other party, by special delivery, to refer the dispute to mediation and the person to act as the mediator shall be agreed between the parties. | To tally with the SFBC with quantities Clause 41.3(1). |
| 42.3(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 |
| 42.4(1) | If the dispute is not settled by mediation within 28 days of the commencement of the mediation, ... | (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 42.5(1), ... | To tally with the early arbitration stipulated under clause 42.5(1). |

Explanatory Note on Key Amendments to Standard Form of Nominated Sub-Contract (2005 edition)

Clause 42 Settlement of disputes (cont'd)

| Clause No. | Description | | Reasons for Amendment |
|------------|---|--|---|
| | Standard Form of Nominated Sub-contract (2005 edition) | Standard Form of Nominated Sub-contract (2005 edition (revised 2023)) | |
| 42.4(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 re-quest 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 writ-ten 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 writ-ten 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 |
| 42.4(3) | The Presidents or Vice-Presidents referred to in clause 42.4(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 42.4(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 <u>Secretariat</u> of that organization. | To tally with the practice of making the request to the organization. |
| 42.4(4) | If the Presidents or Vice-Presidents referred to in clause 42.4(2) fail to appoint the arbitrator within 60 days after receiving the written request to do so under clause 42.4(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 42.4(2) fail to appoint the arbitrator within 60 days after receiving the written request to do so under clause 42.4(2)] then the arbitrator shall on the written request of either party be appointed by the Hong Kong International Arbitration Centre. | Typo correction |

Explanatory Note on Key Amendments to Standard Form of Nominated Sub-Contract (2005 edition)

Clause 42 Settlement of disputes (cont'd)

| Clause No. | Description | | Reasons for Amendment |
|------------|--|---|---|
| | Standard Form of Nominated Sub-contract (2005 edition) | Standard Form of Nominated Sub-contract (2005 edition (revised 2023)) | |
| 42.4(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 609 , Laws of Hong Kong) including, without limitation to Schedule 2 of that Ordinance and, unless otherwise agreed by the parties, 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). | The amendment makes reference to section 100(b) of the Arbitration Ordinance (Cap. 609). However, this section only relates to automatic application of schedule 2 of Cap.609 for contracts made within 6 years after commencement of Cap.609. This may not be relevant for contracts entered into after such period of time. |
| 42.5 (1) | The arbitrator shall have jurisdiction to hear the parties and commence the arbitration of a dispute under or in connection with the Sub-Contract at any time on a question of whether :- (a)... (b)... (c)... (d)... | 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 Sub-Contract at any time on a question of whether :- (a)... (b)... (c)... (d)... <input type="checkbox"/> and rule on such dispute. | Arbitration is not commenced by the arbitrator. |
| 42.5(1)(b) | a certificate has been improperly withheld or is not in accordance with the Sub-Contract Conditions; | a certificate has been improperly withheld or was not issued in accordance with the Sub-Contract Conditions; | To tally with the SFBC with quantities Clause 41.5(1)(c). |

Explanatory Note on Key Amendments to Standard Form of Nominated Sub-Contract (2005 edition)

Clause 44 Contracts (Rights of Third Parties) Ordinance (Cap. 623)

| Clause No. | Description | | Reasons for Amendment |
|------------------|--|--|--|
| | Standard Form of Nominated Sub-contract (2005 edition) | Standard Form of Nominated Sub-contract (2005 edition (revised 2023)) | |
| 44 (newly added) | | Contracts (Rights of Third Parties) Ordinance (Cap. 623) Exclusion only applicable if expressly stated to be The Contracts (Rights of Third Parties) Ordinance (Chapter 623, Laws of Hong Kong) is only applicable if it is expressly stated to be the case in the Appendix, otherwise a person who is not a party to the Sub-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 Sub-Contract. | An optional provision is added to exclude the application of the Contracts (Rights of Third Parties) Ordinance (Cap. 623). |

Explanatory Note on Key Amendments to Standard Form of Nominated Sub-Contract (2005 edition)

Appendix

| Clause No. | Description | | Reasons for Amendment |
|------------|--|--|-----------------------|
| | Standard Form of Nominated Sub-contract (2005 edition) | Standard Form of Nominated Sub-contract (2005 edition (revised 2023)) | |
| Appendix | | Contracts (Rights of Third Parties) Ordinance (Cap.623) 44 (The Contract (Rights of Third Parties) Ordinance (Cap. 623) is excluded if it is expressly stated to be so in the space below) | |

Back Page

| Clause No. | Description | | Reasons for Amendment |
|------------|---|---|--|
| | Standard Form of Nominated Sub-contract (2005 edition) | Standard Form of Nominated Sub-contract (2005 edition (revised 2023)) | |
| Back Page | 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. | Additional caveat is given to the user of this standard form. This warning should make it clear that the use of the standard contract needs professional help and the standard contract is not meant to be used by laymen. |

Explanatory Note on Key Amendments to Standard Form of Nominated Sub-Contract (2005 edition)

Schedule 1

| Clause No. | Description | | Reasons for Amendment |
|-------------------------------|--|--|-----------------------|
| | Standard Form of Nominated Sub-contract (2005 edition) | Standard Form of Nominated Sub-contract (2005 edition (revised 2023)) | |
| Schedule 1 | Sealed with our respective seals/Signed and sealed respectively* (Note 3) and dated this.....day of of 20..... | Sealed with our respective seals/Signed and sealed respectively* (Note 3) and dated this..... day of ef 20..... | Style consistency. |
| Schedule 1 - First recital | Whereas [By a Contract dated the.....day of of 20.....made between ('the Employer') of the one part and the Contractor of the other part] or [By the letter of acceptance sent by the Architect on behalf of the Employer to the Contractor dated the..... day of..... of 20.....the Employer accepted the tender submitted by the Contractor dated the.....day of of 20]] | Whereas [By a Contract dated the.....day of ef 20.....made between ('the Employer') of the one part and the Contractor of the other part] or [By the letter of acceptance sent by the Architect on behalf of the Employer to the Contractor dated the.....day of..... ef 20.....] the Employer accepted the tender submitted by the Contractor dated the.....day of ef 20]] | Style consistency. |
| Schedule 1 - Third recital | and whereas at the request of and for the account of the Sub-Contractor, the Surety has agreed to guarantee the Contractor the due performance by the Sub-Contractor of its obligations under the Sub-Contract. | and whereas at the request of and for the account of the Sub-Contractor, the Surety has agreed to guarantee the Contractor the due performance by the Sub-Contractor of his obligations under the Sub-Contract. | Style consistency. |

Explanatory Note on Key Amendments to Standard Form of Nominated Sub-Contract (2005 edition)

Schedule 1 (cont'd)

| Clause No. | Description | | Reasons for Amendment |
|-----------------|--|---|---|
| | Standard Form of Nominated Sub-contract (2005 edition) | Standard Form of Nominated Sub-contract (2005 edition (revised 2023)) | |
| Schedule 1 - 2. | The Sub-Contractor shall duly perform and observe all the terms, provisions, conditions, obligations, stipulations and specification of the Sub-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 Sub-Contractor the Surety shall satisfy and discharge the damages sustained by the Contractor thereby as certified by 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 Sub-Contractor shall duly perform and observe all the terms, provisions, conditions, obligations, stipulations and specification of the Sub-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 Sub-Contractor, the Surety shall satisfy and discharge the damages sustained by the Contractor thereby as certified by 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. |
| Schedule 1 - 4. | This Bond shall be binding upon the Sub-Contractor and the Surety and their respective successors and assigns jointly and severally (provided that the Sub-Contractor and Surety may not assign their respective rights and liabilities hereunder without the prior written consent of the Contractor) and shall inure to the benefits of the Contractor and its successors and assigns. | This Bond shall be binding upon the Sub-Contractor and the Surety and their respective successors and assigns jointly and severally (provided that the Sub-Contractor and Surety may not assign their respective rights and liabilities hereunder without the prior written consent of the Contractor) and shall inure to the benefits of the Contractor and his successors and assigns. | Style consistency. |
| Schedule 1 - 5. | This Bond shall remain valid for receipt of claims as aforesaid from the date of the Sub-Contract 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 from the date of the Sub-Contract until the date of issue of the Substantial Completion Certificate/Defects Rectification 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. | Due to the inclusion of Clause 34.2A and 34.2B. |

Explanatory Note on Key Amendments to Standard Form of Nominated Sub-Contract (2005 edition)

Schedule 2

| Clause No. | Description | | Reasons for Amendment |
|------------|--|---|--|
| | Standard Form of Nominated Sub-contract (2005 edition) | Standard Form of Nominated Sub-contract (2005 edition (revised 2023)) | |
| Schedule 2 | ('the Nominated Sub-Contractor') warrant that in consideration of your instructing the Architect to nominate us as the Sub-Contractor for the Sub-Contract Works:- | ('the Nominated Sub-Contractor') warrant that in consideration of <u>the Employer</u> instructing the Architect to nominate us as the Sub-Contractor for the Sub-Contract Works:- | Typo corrections. |
| Schedule 2 | We will obtain a surety bond in the form set out in Schedule 1 of the Sub-Contract with the requisite changes in wording to reflect that the bond is to be given by the Nominated Sub-Contractor to the Employer instead of to the Contractor. This bond will be duly executed under seal by an approved insurance company or bank, acknowledging that the Insurance Company or the Bank is jointly and severally bound with us to the Employer in the sum of 10% of the Sub-Contract Sum (rounded up the nearest thousand dollars) against breach of the warranties hereof. | We will obtain a surety bond in the form set out in Schedule 1 of the Sub-Contract with the requisite changes in wording to reflect that the bond is to be given by the Nominated Sub-Contractor to the Employer instead of to the Contractor. This bond will be duly executed under seal by an approved insurance <u>company or bank,</u> acknowledging that the Insurance company or the bank is jointly and severally bound with us to the Employer in the sum of 10% of the Sub-Contract Sum (rounded up the nearest thousand dollars) against breach of the warranties hereof. | To tally with the SFBC with quantities Schedule 2. |
| Schedule 2 | - | (Name and occupation of witness) <u>Notes</u> (1) For use in the case of a sole proprietor or where all partners of a firm execute. (2) For use in the case of a limited company executing under its common seal. (3) For use in the case of a firm or a limited company executing | To tally with the SFBC with quantities Schedule 2. |

Explanatory Note on Key Amendments to Standard Form of Nominated Sub-Contract (2005 edition)

Index

| Clause No. | Description | | Reasons for Amendment |
|------------|---|--|-----------------------|
| | Standard Form of Nominated Sub-contract (2005 edition) | Standard Form of Nominated Sub-contract (2005 edition (revised 2023)) | |
| Index | Contractors' All Risks Insurance of the Works 1.6 & 21.2(1), & 22.1-22.4 | Contractors' All Risks Insurance of the Works 1.6 21.2(1) & 22.1-22.4 | Typo corrections. |
| Index | Defects, rectification of 8.5, 8.6 & 17.4, 17.7, 18(3)(d) & 36.4(5) | Defects, rectification of 8.5, 8.6 17.4, 17.7, 18(3)(d) & 36.4(5) | Typo corrections. |
| Index | Determination, notice of 36 & 37.1 & 37.2 | Determination, notice of 36 37.1 & 37.2 | Typo corrections. |