

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

Contents

Clause No.	Description		Reasons for Amendment
	Standard Form of Nominated Supply Contract (2005 edition)	Standard Form of Nominated Supply Contract (2005 edition (revised 2023))	
1.11	Parties to act reasonably	Parties to act reasonably and expeditiously	To tally with the SFBC with quantities.
9.2	Instructions for Provisional Quantities and Provisional Sums	Instructions for Provisional Quantities, Provisional Items and Provisional Sums	To tally with the SFBC with quantities.
18	Supplier to obtain guarantee from insurance company or bank	18.1 Supplier to obtain guarantee from insurance company or bank 18.2 Release of insurance company or bank 18.3 Employer's remedy if Supplier fails to deliver bond	New clause added.
27	-	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 Supply Contract (2005 edition)	Standard Form of Nominated Supply 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 Supply Contract (2005 edition)

Clause 1 Interpretation and definitions

Clause No.	Description		Reasons for Amendment
	Standard Form of Nominated Supply Contract (2005 edition)	Standard Form of Nominated Supply Contract (2005 edition (revised 2023))	
1.4	<i>Articles, Supply Contract Conditions and Appendix to be read as a whole</i>	<i>Articles <u>of Agreement</u>, Supply Contract Conditions and Appendix to be read as a whole</i>	To tally with the SFBC NSC Clause 1.4.
1.6	<i>Contract Bills: the priced bills of quantities referred to in the recitals of the Main Contract articles of agreement submitted by the Contractor with the tender or a certified true copy of those bills of quantities.</i>	<i>Contract Bills: the priced bills of quantities referred to in the <u>third recital</u> of the Main Contract articles of agreement <u>and</u> submitted by the Contractor with <u>his</u> tender, or a certified true copy of those bills of quantities.</i>	To tally with the SFBC Sub-Contract Clause 1.6.
1.6	<i>Defects Rectification Certificate: 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>	<i>Defects Rectification Certificate: 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</u> of the Main Contract.</i>	To tally with the SFBC with quantities Clause 1.6.
1.6	<i>Main Contract: the Main Contract between the Employer and the Contractor comprising: the articles of agreement, the 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 Special Conditions, if any, the Main Contract Conditions, the contract drawings, the specification and the contract bills or schedules of quantities and rates, as the case may be.</i>	<i>Main Contract: the Main Contract between the Employer and the Contractor comprising: the articles of agreement, the 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 <u>special</u> conditions, if any, the Main Contract Conditions, the contract drawings, the specification, the contract bills or schedules of quantities and rates, as the case may be.</i>	To tally with the SFBC NSC Clause 1.6.
1.6	<i>Provisional Sum: a sum provided in the Supply Contract Bills for the supply of Goods or for costs which could not be entirely foreseen, defined or detailed when the bills of quantities were prepared, to be provided or paid by the Supplier if instructed by the Architect under clause 13.2 of the Main Contract Conditions to carry out the supply of such goods or incur such costs.</i>	<i>Provisional Sum: a sum provided in the Supply Contract Bills for the supply of Goods or for costs which could not be entirely foreseen, defined or detailed when the bills of quantities were prepared, to be provided or paid by the Supplier if instructed by the Architect under clause 13.2 of the Main Contract Conditions to carry out the supply of such goods or incur such costs.</i>	To tally with the SFBC with quantities Clause 1.6.

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

Clause 1 Interpretation and definitions (Cont'd)

Clause No.	Description		Reasons for Amendment
	Standard Form of Nominated Supply Contract (2005 edition)	Standard Form of Nominated Supply 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.	Quantity Surveyor: the person named as the Quantity Surveyor in the Main Contract and Article 4, or any successor appointed under the Main Contract <u>Conditions</u> .	To tally with the SFBC NSC 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.	<i>Section</i> : a part of the Works for which a separate Completion Date is stated in the <u>appendix</u> to the Main Contract Conditions where the Main Contract provides for sectional completion of the Works.	Typo correction.
1.6	<i>Special Condition</i> : a condition of contract expressly referred to as being a Special Condition of Supply Contract which adds to or amends the Supply Contract Conditions and is annexed to the Supply Contract Conditions.	<i>Special Condition</i> : a condition of contract expressly referred to as being a Special Condition of Supply Contract, which adds to or amends the Supply Contract Conditions and is annexed to the Supply 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 <u>Articles of Agreement</u> 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 NSC Clause 1.6.
1.6	<i>Substantial Completion</i> : the state of completion where the Works or a Section have been substantially completed to the Architect's satisfaction and have passed the re-quired inspection and tests, referred to in clause 17.1 of the Main Contract Conditions.	<i>Substantial Completion</i> : the state of completion where the Works or a Section have been substantially completed to the Architect's satisfaction and have passed the required <u>inspections</u> and tests, <u>as referred to in clauses 17.1 and 17.2</u> of the Main Contract Conditions.	To tally with the SFBC NSC Clause 1.6.
1.6	<i>Substantial Completion Certificate</i> : a certificate issued by the Architect naming the date when in his opinion the Works or a Section have reached Substantial Completion.	<i>Substantial Completion Certificate</i> : a certificate issued by the Architect <u>stating</u> the date when in his opinion the Works or a Section have reached Substantial Completion.	To tally with the SFBC NSC Clause 1.6.

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

Clause 1 Interpretation and definitions (Cont'd)

Clause No.	Description		Reasons for Amendment
	Standard Form of Nominated Supply Contract (2005 edition)	Standard Form of Nominated Supply Contract (2005 edition (revised 2023))	
1.8	Unless otherwise stated all notices, certificates and other communications under the Supply Contract be-tween the Architect, the Quantity Surveyor, the Contractor and the Supplier shall be in writing.	Unless otherwise stated <input type="checkbox"/> all notices, certificates and other communications under the Supply Contract be-tween the Architect, the Quantity Surveyor, the Contractor and the Supplier shall be in writing.	Typo correction.
1.9(1)	All communications between the Architect and the Supplier under the Supply Contract shall be through, or made known to the Contractor.	All communications between the Architect and the Supplier under the Supply Contract shall be through <input type="checkbox"/> or made known to the Contractor.	To tally with the SFBC NSC Clause 1.11(1).
1.9(2)	Where the wording of the Supply Contract implies a direct communication this is in the interests of brevity and is to be read as a communication between the Architect and the Supplier through, or made known to the Contractor.	Where the wording of the Supply Contract implies a direct communication this is in the interests of brevity and is to be read as a communication between the Architect and the Supplier through <input type="checkbox"/> or made known to the Contractor.	To tally with the SFBC NSC Clause 1.11(2).
1.11	Parties to act reasonably	Parties to act reasonably <input type="checkbox"/> and <input type="checkbox"/> expeditiously	To tally with the SFBC with quantities.

Clause 2 Supplier to comply with the provisions of the Main Contract that relate to the Supply Contract

Clause No.	Description		Reasons for Amendment
	Standard Form of Nominated Supply Contract (2005 edition)	Standard Form of Nominated Supply Contract (2005 edition (revised 2023))	
2(5)	The provisions of the Supply Contract shall supercede any provisions, qualifications or conditions contained in the Supplier's contract of sale or other documents and no provisions in that contract of sale or other document shall override, modify or affect in any way the provisions of the Supply Contract.	The provisions of the Supply Contract shall <input type="checkbox"/> <u>supersede</u> any provisions, qualifications or conditions contained in the Supplier's contract of sale or other documents and no provisions in that contract of sale or other document shall override, modify or affect in any way the provisions of the Supply Contract.	Typo correction.

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

Clause 4 Contractor's instructions

Clause No.	Description		Reasons for Amendment
	Standard Form of Nominated Supply Contract (2005 edition)	Standard Form of Nominated Supply Contract (2005 edition (revised 2023))	
4.1(3)	Immediately after the Contractor receives an Architect's instruction that relates to the Supply Contract 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 Supply Contract, the Contractor shall issue a corresponding instruction to the <u>Supplier</u> including an instruction that requires a Variation.	Typo correction after "Supply Contract" and before "including an instruction".
4.1(4)	The Architect is required to issue all instructions to the Supplier through the Contractor and the Contractor must issue these instructions to the Sub-Contractor in writing in accordance with clause 1.8.	The Architect is required to issue all instructions to the Supplier through the Contractor and the Contractor must issue these instructions to the <u>Supplier</u> in writing in accordance with clause 1.8.	Typo correction.

Clause 5 Documents forming the Supply Contract and other documents

Clause No.	Description		Reasons for Amendment
	Standard Form of Nominated Supply Contract (2005 edition)	Standard Form of Nominated Supply Contract (2005 edition (revised 2023))	
5.1(2)	The order of precedence of the documents forming the Supply Contract shall be as listed in paragraphs (a) to (e) above and:	The order of precedence of the documents forming the Supply 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.
5.1(2)(a)	for the purpose of adjusting the Supply Contract Sum the Supply Contract Bills shall take precedence over the Supply Contract Drawings and the Specification; but	for the purpose of adjusting the Supply Contract Sum, the Supply Contract Bills shall take precedence over the Supply Contract Drawings and the Specification; but	Typo correction.
5.2	As soon as practicable after the acceptance of the Supplier's tender the Architect shall provide the Supplier without charge, with:	As soon as practicable after the acceptance of the Supplier's tender, the Architect shall provide the Supplier without charge, with:	Typo correction.
5.2(c)	2 copies of the unpriced bills of quantities;	2 copies of the unpriced bills of quantities; <u>and</u>	To tally with the SFBC NSC Clause 6.2.

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

Clause 9 Variations, Provisional Quantities, Provisional Items and Provisional Sums

Clause No.	Description		Reasons for Amendment
	Standard Form of Nominated Supply Contract (2005 edition)	Standard Form of Nominated Supply Contract (2005 edition (revised 2023))	
9.2	<i>Instructions for Provisional Quantities and Provisional Sums</i>	Instructions for Provisional Quantities, Provisional Items and Provisional Sums	To tally with the SFBC with quantities.
9.3(c)	the expenditure of a Provisional Sum included in the Supply Contract Bills under clause 13.3(b) of the Main Contract Conditions;	the expenditure of a Provisional Sum included in the Supply Contract Bills under clause 13.2(b) of the Main Contract Conditions;	To tally with the SFBC with quantities Clause 13.3(c).
9.4(3)	Where the valuation relates to the omission of part of the Goods included in the Supply Contract Bills,	Where the valuation relates to the omission of part of the Goods included in the Supply Contract Bills ;	To tally with the SFBC with quantities Clause 13.4(3).
9.4(3)(a)	the rates for that part of the Goods in the Supply Contract Bills shall determine the valuation of the part omitted;	the rates for that part of the Goods in the Supply Contract Bills shall determine the valuation of the part omitted; and	To tally with the SFBC with quantities Clause 13.4(3)(a).

Clause 10 Supply Contract Bills

Clause No.	Description		Reasons for Amendment
	Standard Form of Nominated Supply Contract (2005 edition)	Standard Form of Nominated Supply Contract (2005 edition (revised 2023))	
10.2(1)	An error in description or in quantity or omission of an item from the Supply Contract Bills shall not vitiate the Supply Contract nor release the Supplier from any of his obligations or liabilities.	An error in description or in quantity or in omission of an item from the Supply Contract Bills shall not vitiate the Supply Contract nor release the Supplier from any of his obligations or liabilities.	To tally with the SFBC with quantities Clause 14.3(1).
10.2(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 Supply 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 Supply 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.	Style consistency.

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

Clause 11 Supply Contract Sum

Clause No.	Description		Reasons for Amendment
	Standard Form of Nominated Supply Contract (2005 edition)	Standard Form of Nominated Supply Contract (2005 edition (revised 2023))	
11(2)	Subject to clause 10.2 the parties are deemed to have accepted any error whether of arithmetic or not in the calculation of the Supply Contract Sum named in Article 2.	Subject to clause 10.2 the parties are deemed to have accepted any error whether of arithmetic or not in the calculation of the Supply Contract Sum <u>stated</u> in Article 2.	To tally with the SFBC with quantities Clause 15(2).

Clause 15 Failure of Supplier to complete delivery on time

Clause No.	Description		Reasons for Amendment
	Standard Form of Nominated Supply Contract (2005 edition)	Standard Form of Nominated Supply Contract (2005 edition (revised 2023))	
15.2	If in the Contractor's opinion the progress of the Works is being or is likely to be delayed by the late delivery of the whole or any part of the Goods he may, with the Architect's Agreement, having given the Supplier advance notice of his intention to do so, and without prejudice to any other right or remedy,	If in the Contractor's opinion the progress of the Works is being or is likely to be delayed by the late delivery of the whole or any part of the Goods he may, with the Architect's <u>agreement</u> , having given the Supplier advance notice of his intention to do so, and without prejudice to any other right or remedy,	Typo correction for "Architect's Agreement".

Clause 16 Certificates and payments

Clause No.	Description		Reasons for Amendment
	Standard Form of Nominated Supply Contract (2005 edition)	Standard Form of Nominated Supply Contract (2005 edition (revised 2023))	
16.1(2)	The Interim Certificate is to state the amount due to the Contractor from the Employer and the Con-tractor 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 <u>shall</u> state the amount due to the Contractor from the Employer and the Con-tractor 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 Supply Contract (2005 edition)

Clause 16 Certificates and payments (Cont'd)

Clause No.	Description		Reasons for Amendment
	Standard Form of Nominated Supply Contract (2005 edition)	Standard Form of Nominated Supply Contract (2005 edition (revised 2023))	
16.1(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 Supplier's statement under clause 16.1(3) together with supporting details, in his submission.	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 Supplier's statement under clause 16.1(3) together with supporting <u>documentation</u> in his submission.	To tally with the SFBC NSC Clause 33.1(4).
16.1(5)	The Quantity Surveyor is required to make an interim valuation of the work in progress, in accordance with clause 32.1 of the Main Contract Conditions, to determine the estimated amount due in an Interim Certificate and to submit his valuation to the Architect at least 7 days before the Interim Certificate is due to be issued.	The Quantity Surveyor is required to make an interim valuation of the work in progress, in accordance with clause 32.1 of the Main Contract Conditions, to determine the estimated amount due in an Interim Certificate and to submit his valuation to the Architect at least 7 days before the Interim Certificate is due to be issued.	To tally with the SFBC NSC Clause 33.1(5).
16.1(9)	Under clause 29.12 of the Main Contract Conditions, the Architect may include the amount of the final payment to the Supplier in an Interim Certificate as early final payment to the Supplier, before final payment is made to the Contractor, provided the Supplier indemnifies the Contractor in a form of indemnify satisfactory to the Contractor, against defects that may appear, omissions, or faults in the Goods caused by the Supplier for which the Contractor may become liable to the Employer.	Under clause 29.12 of the Main Contract Conditions, the Architect may include the amount of the final payment to the Supplier in an Interim Certificate as early final payment to the Supplier, before final payment is made to the Contractor, provided the Supplier indemnifies the Contractor in a form of indemnify satisfactory to the Contractor, against defects that may appear, omissions, or faults in the Goods caused by the Supplier for which the Contractor may become liable to the Employer.	To tally with the SFBC NSC Clause 33.1(9).

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

Clause 16 Certificates and payments (Cont'd)

Clause No.	Description		Reasons for Amendment
	Standard Form of Nominated Supply Contract (2005 edition)	Standard Form of Nominated Supply Contract (2005 edition (revised 2023))	
16.1(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 Supplier or any person for whom the Supplier is responsible the monies deducted may be recovered by the Contractor from any monies due or to become due to the Supplier 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 Supplier or any person for whom the Supplier is responsible, the monies deducted may be recovered by the Contractor from any monies due or to become due to the Supplier or as a debt.	To tally with the SFBC NSC Clause 16.1(10).
16.3	The Architect may, at his discretion or where expressly provided in the Supply Contract, include the value of any part of the Goods in an Interim Certificate before those 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 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 Supply Contract, include the value of any part of the Goods in an Interim Certificate before those goods are delivered to or adjacent to the Site and if this is the case he shall instruct the Quantity Surveyor to estimate the value of these 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 tally with the SFBC with quantities Clause 32.3.
16.4(2)	The amount held as the Supply Contract Retention shall not exceed the amount stated in the Appendix as the Limit of Supply Contract Retention, as may be reduced in accordance with the Supply Contract. Once the Limit of Supply Contract Retention has been reached no further amounts shall be retained.	The amount held as the Supply Contract Retention shall not exceed the amount stated in the Appendix as the Limit of Supply Contract Retention, as may be increased or reduced in accordance with the Supply Contract. Once the Limit of Supply Contract Retention has been reached no further amounts shall be retained.	To tally with the SFBC with quantities Clause 32.4(2).
16.5(2)	The Architect is required to issue an Interim Certificate for the payment of one-half of the Supply Contract Retention held in respect of the whole or a part of the Goods 14 days after Substantial Completion of the whole of the Works, a Section or a Relevant Part.	The Architect shall issue an Interim Certificate for the payment of one-half of the Supply Contract Retention held in respect of the whole or a part of the Goods 14 days after Substantial Completion of the whole of the Works, a Section or a Relevant Part.	To tally with the SFBC with quantities Clause 32.5(2).

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

Clause 16 Certificates and payments (Cont'd)

Clause No.	Description		Reasons for Amendment
	Standard Form of Nominated Supply Contract (2005 edition)	Standard Form of Nominated Supply Contract (2005 edition (revised 2023))	
16.5(4)	The Architect is required to issue an Interim Certificate for payment of all remaining Supply 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 all remaining Supply Contract Retention within 14 days after the issue of the Defects Rectification Certificate for the whole of the Works.	To tally with the SFBC with quantities Clause 32.5(4).
16.6(1)	The Quantity Surveyor is required to prepare the final account, which is a statement of all adjustments to be made to the Supply Contract Sum, 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> pre-prepare the final account, which is a statement of all adjustments to be made to the Supply Contract Sum, 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).
16.6(3)	The submission of the documents referred to in clause 16.6(2) shall not be a condition precedent to the Quantity Surveyor preparing the final account and if the Supplier 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 16.6(2) shall not be a condition precedent to the Quantity Surveyor preparing the final account, <u>and</u> if the Supplier fails to comply with that clause, the Quantity Surveyor shall prepare the final account based on the information that is available to him.	To tally with the SFBC with quantities Clause 32.6(4).
16.6(5)	The balance referred to in clause 16.6(4) shall be a debt payable, either by the Contractor to the Supplier or by the Supplier to the Contractor, as the case may be.	The balance referred to in clause 16.6(4) shall be a debt payable, either by the Contractor to the Supplier or by the Supplier to the Contractor, <u>as</u> the case may be.	To tally with the SFBC NSC Clause 33.6(6).
16.6(6)	The Quantity Surveyor shall issue a copy of the Supply Contract final account signed by the Quantity Surveyor and the Supplier to the parties by special delivery.	The <u>Architect</u> shall issue a copy of the Supply Contract final account signed by the Quantity Surveyor and the Supplier to the parties by special delivery.	To tally with the SFBC NSC Clause 33.6(7).
16.7	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 Supplier of the date it was issued and the amount included for the performance of the Supply Contract.	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 Supplier of the date it was issued and the amount included for the performance of the Supply Contract.	To tally with the SFBC with quantities Clause 32.8(1).

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

Clause 17 Notice of claims for additional payment

Clause No.	Description		Reasons for Amendment
	Standard Form of Nominated Supply Contract (2005 edition)	Standard Form of Nominated Supply Contract (2005 edition (revised 2023))	
17.2(2)	The Supplier shall as soon as practicable but in any case within 28 days of giving notice under clause 17.1, submit to the Contractor:	The Supplier shall as soon as practicable, but in any case within 28 days of giving notice under clause 17.1, submit to the Contractor:	Style consistency.
17.3	It shall be a condition precedent to the Supplier's entitlement to additional payment that the Supplier shall comply with the provisions of clauses 17.1 and 17.2 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 Supplier.	It shall be a condition precedent to the Supplier's entitlement to additional payment that the Supplier shall comply with the provisions of clauses 17.1 and 17.2 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 Supplier.	To tally with the SFBC with quantities Clause 28.3.

Clause 18 Surety bond

Clause No.	Description		Reasons for Amendment
	Standard Form of Nominated Supply Contract (2005 edition)	Standard Form of Nominated Supply Contract (2005 edition (revised 2023))	
18(3)	The surety bond shall be in the form set out in the Sub-Contract Bills or Specification or, if not set out in either of those documents, in the form set out	The surety bond shall be in the form set out in the <u>Supply</u> Contract Bills or Specification or, if not set out in either of those documents, in the form set out in	Typo correction.
18.1(3)	The surety bond shall be in the form set out in the Supply Contract Bills or Specification or, if not set out in either of those documents, in the form set out in Schedule 1 of the Supply Contract Conditions and the cost of obtaining the bond shall be borne by the Supplier.	The surety bond shall be in the form set out in the Supply Contract Bills or Specification or, if not set out in either of those documents, in the form set out in Schedule 1 of the Supply Contract Conditions, and the cost of obtaining the bond shall be borne by the Supplier.	To tally with the SFBC NSC Clause 34.1(3).
18.2A	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.	<u>Release of insurance company or bank.</u> 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 <u>subject to the insurance company or bank's settlement of all claims lodged under the Bond before the issue of the Substantial Completion Certificate.</u>	The proposed changes are to tally with other standard forms.

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

Clause 18 Surety bond (Cont'd)

Clause No.	Description		Reasons for Amendment
	Standard Form of Nominated Supply Contract (2005 edition)	Standard Form of Nominated Supply Contract (2005 edition (revised 2023))	
18.2B	-	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.
18.3	-	<i>Contractor's remedy if Supplier fails to deliver bond</i>	To tally with the SFBC without quantities Clause 33.3.

Clause 20 Termination of Supply Contract by Contractor

Clause No.	Description		Reasons for Amendment
	Standard Form of Nominated Supply Contract (2005 edition)	Standard Form of Nominated Supply Contract (2005 edition (revised 2023))	
20.2(1)	The Contractor may, with the Architect's agreement, give a notice of termination of the Supply Contract if the Supplier:	The Contractor may, with the Architect's <u>consent</u> , give a notice of termination of the Supply Contract if the Supplier:	To tally with the SFBC NSC Clause 36.2(1).

Clause 23 Notices, certificates and other communications

Clause No.	Description		Reasons for Amendment
	Standard Form of Nominated Supply Contract (2005 edition)	Standard Form of Nominated Supply Contract (2005 edition (revised 2023))	
23	<i>Service of notices, certificates and other communications</i>	<u>Submission</u> of notices, certificates and other communications	To tally with the SFBC with quantities Clause 39.
23(1)	All notices, certificates and other communications under the Supply Contract shall be given to the Employer, the Architect, the Contractor or the Supplier on the Site or sent to the address stated in the Articles of Agreement or such other address in Hong Kong as may be advised.	All notices, certificates and other communications under the Supply Contract shall be <u>submitted</u> to the Employer, the Architect, the Contractor or the Supplier on the Site or sent to the address stated in the Articles of Agreement or such other address in Hong Kong as may be advised.	To tally with the SFBC with quantities Clause 39(1).

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

Clause 24 Recovery of money due to the Contractor

Clause No.	Description		Reasons for Amendment
	Standard Form of Nominated Supply Contract (2005 edition)	Standard Form of Nominated Supply Contract (2005 edition (revised 2023))	
24(1)	The Contractor may make any deduction authorised by the Supply Contract or at law, including without limitation, deductions for costs, damages, debts, expenses or other sums for which the Supplier is liable to the Contractor from amounts due to the Supplier.	The Contractor may make any de-duction authorised by the Supply Contract or at law, including without limitation, deductions for costs, damages, debts, expenses or other sums for which the Supplier is liable to the Contractor from amounts due to the Supplier.	To tally with the SFBC NSC Clause 41(1).

Clause 25 Settlement of disputes

Clause No.	Description		Reasons for Amendment
	Standard Form of Nominated Supply Contract (2005 edition)	Standard Form of Nominated Supply Contract (2005 edition (revised 2023))	
25.1(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 re-quest 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.	<p>*[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.</p> <p>*[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.</p>	To provide an option to the choice of appointing bodies

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

Clause 25 Settlement of disputes (Cont'd)

Clause No.	Description		Reasons for Amendment
	Standard Form of Nominated Supply Contract (2005 edition)	Standard Form of Nominated Supply Contract (2005 edition (revised 2023))	
25.2 (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 25.3(1)...	To tally with the early arbitration stipulated under clause 25.3(1).
25.2(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 written request to do so, the arbitrator shall, on the written request of either party, be jointly appointed by the Presidents or Vice-Presidents for the time being of The Hong Kong Institute of Architects, The Hong Kong Institute of Surveyors and The Hong Kong Institute of Construction Managers.	To provide an option to the choice of appointing bodies
25.2(3)	The Presidents or Vice-Presidents referred to in clause 25.2(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 25.2(2), if in agreement to do so, may, at their discretion, request the Hong Kong International Arbitration Centre to appoint the arbitrator, by a joint letter to the Secretariat of that organization.	To tally with the practice of making the request to the organization.

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

Clause 25 Settlement of disputes (Cont'd)

Clause No.	Description		Reasons for Amendment
	Standard Form of Nominated Supply Contract (2005 edition)	Standard Form of Nominated Supply Contract (2005 edition (revised 2023))	
25.2(4)	If the Presidents or Vice-Presidents referred to in clause 25.2(2) fail to appoint the arbitrator within 60 days after receiving the written request to do so under clause 25.2(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 25.2(2) fail to appoint the arbitrator within 60 days after receiving the written request to do so under clause 25.2(2) then the arbitrator shall on the written request of either party be appointed by the Hong Kong International Arbitration Centre.	To tally with the SFBC NSC Clause 42.4(4).
25.2(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) 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.	To tally with the SFBC with quantities Clause 41.4(5).
25.3 (1)	The arbitrator shall have jurisdiction to hear the parties and commence the arbitration of a dispute arising out of, under or in connection with the Supply Contract at any time on a question of whether :- (a).. (b)...	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 Supply Contract at any time on a question of whether :- (a).. (b).. and rule on such dispute.	Arbitration is not commenced by the arbitrator.
25.3(1)(b)	a payment from the Main Contractor has been improperly withheld or is not in accordance with the Supply Contract,	a payment from the Main Contractor has been improperly withheld or was not issued in accordance with the Supply Contract,	To tally with the SFBC with quantities Clause 41.5(1)(c).

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

Clause 26 Contractor to join with the Supplier in arbitration proceedings

Clause No.	Description		Reasons for Amendment
	Standard Form of Nominated Supply Contract (2005 edition)	Standard Form of Nominated Supply Contract (2005 edition (revised 2023))	
26	...the Contractor shall allow the Supplier to use the Contractor's name and if necessary join with the Supplier as plaintiff in arbitration proceedings with the Employer at the instigation of the Supplier to decide the matter.	...the Contractor shall allow the Supplier to use the Contractor's name and if necessary join with the Supplier as plaintiff a claimant in arbitration proceedings with the Employer at the instigation of the Supplier to decide the matter.	Typo correction.

Clause 27 Contracts (Rights of Third Parties) Ordinance (Cap. 623)

Clause No.	Description		Reasons for Amendment
	Standard Form of Nominated Supply Contract (2005 edition)	Standard Form of Nominated Supply Contract (2005 edition (revised 2023))	
27 (newly added)	Nil	<p>27 Contracts (Rights of Third Parties) Ordinance (Cap. 623)</p> <p><i>Exclusion only applicable if expressly stated to be</i></p> <p>The Contracts (Rights of Third Parties) Ordinance (Chapter 623, Laws of Hong Kong) is only applicable if it is expressly stated to be the case in the Appendix, otherwise a person who is not a party to the Supply 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 Supply Contract.</p>	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 Supply Contract (2005 edition)

Appendix

Clause No.	Description		Reasons for Amendment
	Standard Form of Nominated Supply Contract (2005 edition)	Standard Form of Nominated Supply Contract (2005 edition (revised 2023))	
Appendix	Nil	Contracts (Rights of Third Parties) Ordinance (Cap. 623) 27 (The Contract (Rights of Third Parties) Ordinance (Cap. 623) is excluded if it is expressly stated to be so in the space below)	An optional provision is added to exclude the application of the Contracts (Rights of Third Parties) Ordinance (Cap. 623).
Appendix	Limit of Retention	Limit of Retention (if not stated, 10 per cent)	To tally with the SFBC NSC Appendix.

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

Schedule

Clause No.	Description		Reasons for Amendment
	Standard Form of Nominated Supply Contract (2005 edition)	Standard Form of Nominated Supply Contract (2005 edition (revised 2023))	
Schedule 1 - Second recital	and whereas the Supplier entered into a Nominated Supply Contract (the 'Supply Contract') on with the Contractor to supply and deliver the materials, goods, and equipment defined in the Supply Contract as 'the Goods'.	and whereas the Supplier entered into a Nominated Supply Contract (the Supply Contract') on with the Contractor to supply and deliver the materials, goods, and equipment defined in the Supply Contract as 'the Goods'.	Style consistency.
Schedule 1 - Fourth recital	and whereas at the request of and for the account of the Supplier, the Surety has agreed to guarantee the Contractor the due performance by the Supplier of its obligations under the Supply Contract.	and whereas at the request of and for the account of the Supplier, the Surety has agreed to guarantee the Contractor the due performance by the Supplier of his obligations under the Supply Contract.	To tally with the SFBC with quantities Schedule 1.
Schedule 1 - 2	The Supplier shall duly perform and observe all the terms, provisions, conditions, obligations, stipulations and specification of the Supply 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 Supplier the Surety shall satisfy and discharge the damages sustained by the Contractor thereby as certified by the said Architect, up to the amount of the above written Bond then his obligation shall be null and void but otherwise his obligation shall be and remain in full force and effect.	The Supplier shall duly perform and observe all the terms, provisions, conditions, obligations, stipulations and specification of the Supply 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 Supplier, the Surety shall satisfy and discharge the damages sustained by the Contractor thereby as certified by the said Architect up to the amount of the above written Bond then his obligation shall be null and void but otherwise his obligation shall be and remain in full force and effect.	To tally with the SFBC NSC Schedule 1.

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

Schedule (Cont'd)

Clause No.	Description		Reasons for Amendment
	Standard Form of Nominated Supply Contract (2005 edition)	Standard Form of Nominated Supply Contract (2005 edition (revised 2023))	
Schedule 1 - 3	The obligations of the Surety here-under shall be primary, independent and absolute obligations and shall remain in full force and effect and shall not be affected or dis-charged by (and the Surety hereby waives notice of) any variations to the Works and/or the Supply of the Goods to be carried out under the Contract or the Supply Contract or other amendments to the Supply Contract and/or the Contract including extensions of time for performance or other concessions or waivers granted by the Contractor of any right or remedy the Contractor may have against the Supplier and/or by any other bond, security or guarantee now or hereafter held by the Contractor for all or any part of the obligations of the Supplier or by the release or waiver of any such bond, security or guarantee or the dissolution, insolvency or reorganisation of the Supplier or any other act or thing or omission or delay to any other act or thing which may or might in any manner or to any extent varied the Surety's liability as a matter of law or equity.	The obligations of the Surety here-under shall be primary, independent and absolute obligations and shall remain in full force and effect and shall not be affected or dis-charged by (and the Surety hereby waives notice of) any variations to the Works and/or the Supply of the Goods to be carried out under the Contract or the Supply Contract or other amendments to the Supply Contract and/or the Contract including extensions of time for performance or other concessions or waivers granted by the Contractor of any right or remedy the Contractor may have against the Supplier and/or by any other bond, security or guarantee now or hereafter held by the Contractor for all or any part of the obligations of the Supplier or by the release or waiver of any such bond, security or guarantee or the dissolution, insolvency or reorganisation of the Supplier or any other act or <u>things</u> or omission or delay to any other act or thing which may or might in any manner or to any extent varied the Surety's liability as a matter of law or equity.	To tally with the SFBC NSC Schedule 1.
Schedule 1 - 4	This Bond shall be binding upon the Supplier and the Surety and their respective successors and assigns jointly and severally (provided that the Supplier 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 Supplier and the Surety and their respective successors and assigns jointly and severally (provided that the Supplier and Surety may not assign their respective rights and liabilities hereunder without the prior written consent of the Contractor) and shall <u>insure</u> to the benefits of the Contractor and its successors and assigns.	Typo correction.

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

Schedule (Cont'd)

Clause No.	Description		Reasons for Amendment
	Standard Form of Nominated Supply Contract (2005 edition)	Standard Form of Nominated Supply Contract (2005 edition (revised 2023))	
Schedule 1 - 5	This Bond shall remain valid for receipt of claims as aforesaid from the date of the Supply 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 Supply Contract until the date of issue of the <u>Substantial Completion Certificate</u> / <u>Rectification Certificate*</u> 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 18.2A & 18.2B.
Schedule 2	('the Supplier') warrant that in consideration of your instructing the Architect to nominate us as the Supplier for the Goods:-	('the Supplier') warrant that in consideration of <u>the Employer</u> instructing the Architect to nominate us as the Supplier for the Goods:-	To tally with the SFBC NSC Schedule 2.
Schedule 2	We will obtain a surety bond in the form set out in Schedule 1 of the Supply Contract with the requisite changes in wording to reflect that the bond is to be given by the Nominated Supplier to the Employer instead of to the Contractor. This bond will be duly executed un-der 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 Supply 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 Supply Contract with the requisite changes in wording to reflect that the bond is to be given by the Nom-inated Supplier 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 <u>company or the bank</u> is jointly and severally bound with us to the Employer in the sum of 10% of the Supply 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)	Style consistency.

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

Back Page

Clause No.	Description		Reasons for Amendment
	Standard Form of Nominated Supply Contract (2005 edition)	Standard Form of Nominated Supply Contract (2005 edition (revised 2023))	
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