

**HKIS QSD PQSL Series 2014  
 Walkthrough the Standard Form of Building Contract Clause by Clause - Session 3**

by  
**Sr. TANG Ki-cheung**  
 FHKIS RPS(QS) FSZCEA MHKIVM  
 Director of K C Tang Consultants Ltd.  
 Quantity Surveyors . Construction Cost and Contract Consultants Ltd.  
 on  
**16 June 2014 (Monday)**  
 at  
**Surveyors Learning Centre**



【SFBCwQ.2005】 【SFBCnQ.2006】	SFBCwQ.1986(2ndAmend.July1999)
Agreement & Schedule of Conditions of Building Contract for use in the Hong Kong Special Administrative Region, Private Edition – 【With Quantities, 2005 Edition】 【Without Quantities, 2006 Edition】	Agreement and Schedule of Conditions of Building Contract for use in Hong Kong, First RICS (HK Branch) Edition 1986 (with quantities) incorporating up to Second amendments published in July, 1999
<p>【】 = text in “With Quantities” only                  【】 = text in “Without Quantities” only                  {} = Essential amendments for Special Conditions                  &lt;&gt; = Alternative changes for Special Conditions                  &lt;&gt; = Desirable but not essential changes                  ## = note to pay attention to text to pay attention to</p>	
<b>The General Conditions</b>	<b>The Conditions hereinbefore referred to:</b>
<b>4 Architect's instructions</b>	<b>2 Architect's Instructions</b>
<p><i>Architect may issue instructions up to the issue of the Final Certificate</i></p> <p><b>4.1</b> The Architect may issue instructions that he is empowered to issue under the Conditions at any time up to the issue of the Final Certificate including during the time that the Contractor may be carrying out work after the Date of Substantial Completion of the Works, but he shall not instruct a Variation after the issue of the Defects Rectification Certificate for the Works, a Section or a Relevant Part as the case may be.</p> <p># Instructions must be within authority. #</p> <p># It is now clear that instructions can be issued as late as the issue of the Final Certificate, but Variations must be instructed before the issue of the Defects Rectification Certificate. It is reasonable because changes may be found necessary during the time of defects rectification, but there should be no more changes after the Defects Rectification Certificate. #</p>	<p><b>2(1)</b> The Main Contractor shall (subject to sub-clauses (2) and (3) of this Condition) forthwith comply with all instructions issued to him by the Architect in regard to any matter in respect of which the Architect is expressly empowered by these Conditions to issue instructions. ▼ .....</p>
<p><i>Architect to issue instructions in writing</i></p> <p><b>4.2</b> (1) The Architect must issue all instructions in writing in accordance with clause 1.9. All oral instructions given must be confirmed in writing within 5 days of giving the oral instruction. If the Architect gives an oral instruction that the Contractor believes requires a Variation it shall have no immediate effect, the Contractor shall confirm the oral instruction requiring a Variation in writing to the Architect within 7 days of it being issued and if not dissented to in writing by the Architect within 7 days from his receipt of the Contractor's confirmation the Variation shall take effect on the expiry of the latter 7 days.</p>	<p><b>2(3)</b> All instructions issued by the Architect shall be issued in writing. Any instruction issued orally shall be of no immediate effect, but shall be confirmed in writing by the Main Contractor to the Architect within seven days, and if not dissented from in writing by the Architect to the</p>

[SFBCwQ.2005] [SFBCnQ.2006]	SFBCwQ.1986(2ndAmend.July1999)
<p># The term "verbal instruction" more often used. #</p> <p># Note the phrasal verb "dissented to". "dissented from" used in the Old Forms.</p> <p># "5 days" to confirm an oral instruction by the Architect himself would be a matter of good practice. He can still issue a written instruction at any time after 5 days. The instruction is only effective after the written one. Proviso (b) of Clause 2(3) of the Old Forms would still apply, even though it is not expressly stated in the New Forms. #</p> <p># Efficient Contractor should confirm the important and cost significant oral instruction soon after hearing without waiting for the lapse of the 5 days.#</p> <p># Oral instruction + 7 days for Contractor's written confirmation + 7 days of no Architect's written disagreement = deemed confirmed. #</p> <p>(2) Where an Architect's oral instruction requiring a Variation has been confirmed in writing by the Contractor under clause 4.2(1) and not dissented to by the Architect, the Architect shall issue the written instruction for a Variation <b>for record purposes</b> as soon as practicable after the Contractor's confirmation.</p> <p># For record purposes only. Confirmation not overruled if written instruction not subsequently issued. However, in practice, the written confirmation by way of a formal instruction form or letter would still be pursued by the Quantity Surveyor for the purposes of the Final Account to ensure that there would not have been rejection, not communicated to the Quantity Surveyor, of the Contractor's written confirmation. #</p>	<p>Main Contractor within seven days from receipt of the Main Contractor's confirmation shall take effect as from the expiration of the latter said seven days.</p> <p>Provided always:</p> <p>(a) That if the Architect within seven days of giving such an oral instruction shall himself confirm the same in writing, then the Main Contractor shall not be obliged to confirm as aforesaid, and the said instruction shall take effect as from the date of the Architect's confirmation, and</p> <p>(b) That if neither the Main Contractor nor the Architect shall confirm such an oral instruction in the manner and at the time aforesaid but the Main Contractor shall nevertheless comply with the same, then the Architect may confirm the same in writing at any time prior to the issue of the Final Certificate, and the said instruction shall thereupon be deemed to have taken effect on the date on which it was issued.</p>
<p><i>Compliance with Architect's instructions</i></p> <p><b>4.3</b> (1) Subject to clauses 4.2(1) and 4.3(2), the Contractor shall comply with all instructions that the Architect is empowered by the Conditions to issue as soon as practicable. If there is a disagreement between the Architect and the Contractor as to whether an instruction <b>involves a Variation</b>, the Contractor shall comply with the instruction and may, if he is not satisfied, require the disagreement to be resolved under clause 41.</p> <p>(2) If the Contractor disagrees that the Architect is empowered by the Conditions to issue an instruction 《,》 he may within 7 days of receipt of that instruction require the disagreement to be resolved under clause 41.</p> <p># Sub-clause (1) uses the words "an instruction involves a Variation" while sub-clause (2) uses the word "an instruction" only. Whether an instruction involves a Variation or not, if the Contractor disagrees that the Architect is empowered, he should raise objection because if he does not comply with an instruction not involving a Variation, he may face a deduction if other persons are engaged to carry out the instruction. The two sub-clauses should have been combined to simplify and reduce inconsistencies. #</p>	<p><b>2(2)</b> Upon receipt of what purports to be an instruction issued to him by the Architect the Main Contractor may request the Architect to specify in writing the provision of these Conditions which empowers the issue of the said instruction. The Architect shall forthwith comply with any such request, and if the Main Contractor shall thereafter comply with the said instruction (neither party before such compliance having given to the other a written request to concur in the appointment of an arbitrator under clause 35 of these Conditions in order that it may be decided whether the provision specified by the Architect empowers the issue of the said instruction), then the issue of the same shall be</p>

[SFBCwQ.2005] [SFBCnQ.2006]	SFBCwQ.1986(2ndAmend.July1999)
<p># Arbitration over the Architect's power can be commenced before Substantial Completion. #</p> <p># There is no express provision similar to Clause 2(2) of the Old Form stating that compliance with no objection would be deemed acceptance of authority, but it would be appear that the implication would practically be the same. #</p> <p>(3) If the Contractor does not <b>begin to comply</b> with an instruction within <b>7 days after receipt of a written notice</b> from the Architect requiring compliance with that instruction in accordance with clause 4.3(1) and the Architect issues a certificate to that effect by special delivery, the Employer may, without prejudice to his other rights and remedies, engage other persons to carry out that instruction. All additional costs incurred by the Employer in connection with the employment of the other persons to carry out that instruction may be recovered from the Contractor under clause 40 or as a debt.</p> <p># Starting material procurement should satisfy "begin to comply". This would be significant when the Architect would want to have the compliance be finished as soon as possible but the Contractor may require long lead delivery. #</p> <p># It is 7 days after the warning notice, not after the original instruction. #</p> <p># The terms "engage" and "employment" have been used inconsistently here to mean the same thing.</p> <p># It would be difficult to value the cost to be deducted if the instruction requires Variation addition which has no applicable contract rates. Argument would likely to arise if the Contractor refuses to carry out the Variation addition because he considers that the Quantity Surveyor has grossly under-valued it. #</p> <p># The additional costs incurred "in connection with" the employment of other persons would not be restricted to the payment to the other persons. The Contractor's expense in arranging the employment should also form part of the additional costs. Whether the additional costs can extend to include the costs of delays and disruptions caused by the non-compliance with instruction is uncertain. #</p> <p>(4) The Contractor shall provide reasonable access to the persons engaged by the Employer under clause 4.3(3) and shall permit them to carry out their work <b>without hindrance</b>.</p>	<p>deemed for all the purposes of this Contract to have been empowered by the provision of these Conditions specified by the Architect in answer to the Main Contractor's request.</p> <p><b>2(1)</b> ..... ▼ If within seven days after receipt of a written notice from the Architect requiring compliance with an instruction the Main Contractor does not comply therewith, then the Employer may employ and pay other persons to execute any work whatsoever which may be necessary to give effect to such instruction and all costs incurred in connection with such employment shall be recoverable from the Main Contractor by the Employer as a debt or may be deducted by him from any monies due or to become due to the Main Contractor under this Contract.</p>
<p><i>Contractor to carry out preventative work</i></p> <p># Entirely new clause added to the new Forms. #</p> <p><b>4.4</b> (1) In the event of an emergency caused by an event arising out of or in connection with the Works that threatens the safety of the Works or any person or property, the Contractor shall immediately:</p> <p>(a) carry out all necessary preventative work without waiting for an Architect's instruction; and</p> <p>(b) immediately inform the Architect of the emergency and of the action taken or preventative work being carried out.</p> <p>(2) The Architect shall issue an instruction confirming a Variation for preventative work carried out initially without an Architect's instruction, provided that the work was not required to be carried out in fulfilment of a Contractor's obligation or because of a breach of contract or other default by the Contractor or any person for whom the Contractor is responsible.</p>	

<p style="text-align: center;">【SFBCwQ.2005】 【SFBCnQ.2006】</p>	<p style="text-align: center;">SFBCwQ.1986(2ndAmend.July1999)</p>
<p><b>5 Documents forming the Contract and other documents</b></p>	<p><b>3 Contract Documents</b></p>
<p><i>The documents forming the Contract</i></p> <p># Entirely new clause added to the new Forms. #</p> <p># “Contract Documents” is loosely defined by way of Article 1 and Clause 3(2) in the Old Form.</p> <p><b>5.1</b> (1) The documents forming the Contract shall be:</p> <p>(a) the Articles of Agreement and the Appendix;</p> <p># It is reasonable to separate these from the Conditions, because the Conditions are issued with the Tender Documents, while the Articles and Appendix are the final documents to be completed with the latest information prior to contract signing. This would offer the last chance for new terms. #</p> <p>(b) the Form of Tender submitted by the Contractor together with the Employer’s letter of acceptance of the Contractor’s tender and any correspondence between the parties expressed to form part of the Contract;</p> <p># It is important to expressly list out the correspondence forming part of the Contract. #</p> <p>(c) the Special Conditions if any;</p> <p>(d) the Conditions; 【and】</p> <p>【(e) the Contract Drawings, the Specification and the Contract Bills.】</p> <p># For the With Quantities Form, the order of precedence of the three is not stated here but stated in clause 5.1(2), which is longer for the With Quantities Form. #</p> <p>【(e) the <del>Contract Drawings</del> Specification];</p> <p>(f) the <del>Specification</del> Contract Drawings]; and</p> <p>(g) the Schedule of Quantities and Rates.】</p> <p># For the Without Quantities Form, it is not understood why, contrary to the Old Form, the Contract Drawings should take precedence over the Specification. Note that the Specification would include the very important preliminaries section. The suggested changes here are to keep the old practice. #</p> <p>(2) The order of precedence of the documents forming the Contract shall be as listed in paragraphs 【(a) to (e) above and:】 【(a) to (g).】</p> <p>【(a) for the purpose of adjusting the Contract Sum{,} the Contract Bills shall take precedence over the Contract Drawings and the Specification{, and the Specification shall take precedence over the Contract Drawings unless otherwise stated in the Specification}; but】</p> <p># Without the suggested addition, it is not clear whether the Specification or the Contract Drawings should take precedence between them. #</p> <p>【(b) for all other purposes including carrying out the construction of and completing the Works 《,,》 the Contract Drawings and the</p>	

[SFBCwQ.2005] [SFBCnQ.2006]	SFBCwQ.1986(2ndAmend.July1999)
<p style="text-align: center;">Specification shall take precedence over the Contract Bills. ]</p> <p># The Without Quantities Form does not have paragraphs (a) and (b). The precedence is stated in clause 5.1(1), #</p> <p># Paragraph (a) is to deal with the coverage of the Contract Sum. Paragraph (b) attempts to say that for the actual carrying out of the Works, the Contract Drawings and the Specification should be followed. However, this is not without problem. The Contractor cannot simply follow the Contract Drawings and the Specification without regard to the Contract Bills. It is highly possible that the Contract Bills, having been carefully prepared based on the Contract Drawings and the Specification, represent the real intent better. If the Contractor does not check for and seek clarifications over obvious apparent discrepancies in accordance with clause 2.4, he may be in trouble. #</p> <p>[(3) As provided for in clause 1.7, the accuracy of the quantities in the Schedule of Quantities and Rates shall be at the Contractor's risk. The quantities shall not form part of the Contract but the rates shall form part of the Contract.]</p> <p># It seems strange to repeat the essence of clause 1.7 here, though very much simplified. #</p>	
<p><i>Architect and Quantity Surveyor to keep documents available</i></p> <p><b>5.2</b> The Architect shall provide <b>two copies</b>, certified on behalf of the Employer as a true copy, of each of the documents forming the Contract and <b>two</b> certified true copies of each of the documents forming the Nominated Sub-Contracts and the Nominated Supply Contracts as referred to in clauses 5.4 and 5.5, and the Architect and the Quantity Surveyor shall both keep one of each of these copies available at all reasonable times for the purposes of the Contract.</p> <p># These copies are in addition to those to be provided to the Contractor under clause 5.3. #</p>	<p><b>3(1)</b> The Contract Drawings and the Contract Bills shall remain in the custody of the Architect or of the Quantity Surveyor so as to be available at all reasonable times for the inspection of the Employer or of the Main Contractor.</p>
<p><i>Copies of documents for Contractor</i></p> <p><b>5.3</b> As soon as practicable after the acceptance of the Contractor's tender the Architect shall provide the Contractor, without charge, with:</p> <p>(a) 1 copy, certified on behalf of the Employer as a true copy, of each of the documents forming the Contract;</p> <p>(b) 3 further copies of the Contract Drawings and the Specification;</p> <p>(c) 3 copies of the unpriced bills of quantities; and</p> <p>(d) 3 copies of any descriptive schedules or other similar documents prepared by or under the direction of the Architect before the acceptance of the Contractor's tender and necessary for use in carrying out the Works.</p> <p># In reality, the number of copies provided may still follow the old practice. Electronic copies may also reduce the number of hard copies. #</p>	<p><b>3(2)</b> Immediately after the execution of this Contract the Architect without charge to the Main Contractor shall furnish him (unless he shall have been previously furnished) with:</p> <p>(a) one copy certified on behalf of the Employer of the Articles of Agreement and of these Conditions,</p> <p>(b) two copies of the Contract Drawings, and</p> <p>(c) two copies of the unpriced Bills of Quantities, and (if requested by the Main Contractor) one copy of the Contract Bills.</p>
<p><i>Nominated Sub-Contract document</i></p> <p><b>5.4</b> The Architect shall provide the Contractor, without charge, with 3 further copies of the Nominated Sub-Contract, the sub-contract drawings, the</p>	

【SFBCwQ.2005】 【SFBCnQ.2006】	SFBCwQ.1986(2ndAmend.July1999)
<p>sub-contract specification, the sub-contract 【bills of quantities or】 schedule of quantities and rates, as the case may be, descriptive schedules and other similar documents as soon as practicable after the award of each Nominated Sub-Contract.</p>	
<p><i>Nominated Supply Contract documents</i></p> <p><b>5.5</b> The Architect shall provide the Contractor, without charge, with 3 further copies of the Nominated Supply Contract, the supply contract drawings, the supply contract specification, the supply contract 【bills of quantities or】 schedule of quantities and rates, as the case may be, descriptive schedules and other similar documents as soon as practicable after the award of each Nominated Supply Contract.</p> <p># Clauses 5.4 and 5.5 can in fact be combined to make it simpler. #</p>	
<p><i>Further drawings, details, descriptive schedules and similar documents</i></p> <p><b>5.6</b> (1) The Architect shall provide the Contractor, without charge, and from time to time during the carrying out of the Works, with 3 copies of all further drawings, details, descriptive schedules or similar documents (referred to in clause 5 as “the supplementary documentation”) that, in the Architect’s opinion, are reasonably necessary for use in carrying out the Works or to explain or amplify the Contract Drawings, the Nominated Sub-Contract drawings and the Nominated Supply Contract drawings.</p> <p># This is a reflection of the old day practice that the Bills of Quantities can describe everything so the Tender Drawings given to the tenderers are not the full set, and further drawings can be issued before the full set is bound into the Contract Drawings for signing to supplement what has been described in the Tender Documents without amounting to a Variation. #</p> <p># However, modern day practice would be to give the full set of Tender Drawings to the tenderers. Therefore, supplementary documentation would likely contain some changes and formal instructions would be expected when issuing such supplementary documentation. #</p> <p># This virtually means that every instruction should be accompanied with 3 copies of drawings. The number of copies would depend on the number to be further distributed to Nominated Sub-Contractors and Suppliers. To avoid argument, it may be necessary to specify in the Preliminaries the number of sets of documents to be given free of charge. #</p> <p>(2) If in the Contractor’s opinion he requires more supplementary documentation than that provided by the Architect under clause 5.6(1) 《,》 he shall submit a written request to the Architect specifying what further supplementary documentation he requires.</p> <p>(3) It shall be at the sole discretion of the Architect to decide which, if any, of the supplementary documentation requested by the Contractor the Architect will provide.</p> <p># If the supplementary documentation is essential, it would be difficult for the Architect to argue for sole discretion. #</p>	<p><b>3(3)</b> So soon as is possible after the execution of this Contract the Architect without charge to the Main Contractor shall furnish him (unless he shall have been previously furnished) with two copies of the specification, descriptive schedules or other like document necessary for use in carrying out the Works. Provided that nothing contained in the said specification, descriptive schedules or other documents shall impose any obligation beyond those imposed by the Contract documents, namely, by the Contract Drawings, the Contract Bills, the Articles of Agreement and these Conditions.</p> <p><b>3(4)</b> As and when from time to time as may be necessary the Architect without charge to the Main Contractor shall furnish him with two copies of such drawings or details as are reasonably necessary either to explain and amplify the Contract Drawings or to enable the Main Contractor to carry out and complete the Works in accordance with these Conditions.</p>
<p><i>Documents to be provided to Contractor on time</i></p> <p><b>5.7</b> (1) The supplementary documentation referred to in clause 5.6 shall be provided when, having regard to the progress of the Works and the Contractor’s procurement, fabrication and other lead in times, it is reasonably necessary for the Contractor to receive it.</p>	

【SFBCwQ.2005】 【SFBCnQ.2006】	SFBCwQ.1986(2ndAmend.July1999)
<p>(2) The Contractor shall inform the Architect sufficiently in advance of the time that he requires the supplementary documentation to enable the Architect to fulfil his obligations under clause 5.7(1).</p> <p># It should be in the form of a specific request, rather than a milestone on the programme or an easily ignored item in regular reports or minutes. #</p>	
<p><i>Electronic copies of drawings</i></p> <p><b>5.8</b> If, within 14 days after the acceptance of the Contractor's tender, the Contractor requests the Architect in writing to do so, the Architect shall provide the Contractor, without charge, with electronic copies of all of the drawings required to be provided under clauses 5.3, 5.4, 5.5 and 5.6 that have been produced electronically in lieu of the hard copies referred to in those clauses.</p>	
<p><i>Documents on Site</i></p> <p><b>5.9</b> The Contractor shall keep on the Site so as to be available to the Architect and the Quantity Surveyor at all reasonable times 1 copy of:</p> <ul style="list-style-type: none"> <li>(a) the Contract Drawings;</li> <li>(b) the Specification;</li> <li>(c) the 【unpriced bills of quantities】 【Schedule of Quantities and Rates】;</li> <li>(d) the programmes and other documents referred to in clause 3;</li> <li>(e) the descriptive schedules or other similar documents referred to in clause 5.3 prepared by the Architect before the acceptance of the Contractor's tender;</li> <li>(f) the Nominated Sub-Contract documents and Nominated Supply Contract documents referred to in clauses 5.4 and 5.5;</li> <li>(g) the supplementary documentation referred to in clause 5.6 provided by the Architect from time to time during the carrying out of the Works; and</li> <li>(h) all other documents that the Contractor is required to keep on Site in fulfilment of his statutory obligations.</li> </ul>	<p><b>3(5)</b> The Main Contractor shall keep one copy of the Contract Drawings, one copy of the unpriced Bills of Quantities, one copy of the specification, descriptive schedules or other like document referred to in sub-clause (3) of this Condition, and one copy of the drawings and details referred to in sub-clause (4) of this Condition upon the Works so as to be available to the Architect or his representative at all reasonable times.</p>
<p><i>Return of drawings</i></p> <p><b>5.10</b> The Contractor shall return to the Architect all drawings, specifications, details, descriptive schedules and other similar documents provided under clause 5, <b>if required by the Architect to do so</b>, either upon the issue of the Final Certificate or the final conclusion of any proceedings to which the Contractor is a party, whichever is later and the Contractor may take copies for his own records.</p> <p># The request to return is seldom made, and the practical effect of this clause is doubtful in this electronic age. Signing of a confidentiality agreement may be a way to go. #</p>	<p><b>3(6)</b> Upon final payment under clause 30(6) of these Conditions the Main Contractor shall, if so requested by the Architect, forthwith return to the Architect all drawings, details, specifications, descriptive schedules and other documents of a like nature which bear his name.</p>
<p><i>Submission of manuals and assignment of warranties</i></p> <p><b>5.11</b> (1) The Contractor shall submit to the Architect all the operation and maintenance manuals {prepared by or} received by the Contractor {within 60 days after the issue of the Substantial Completion Certificate for the Works or a Section as the case may be}.</p>	

【SFBCwQ.2005】 【SFBCnQ.2006】	SFBCwQ.1986(2ndAmend.July1999)
<p># Some manuals may be prepared by the Contractor himself. #</p> <p># It is not uncommon that these manuals are only submitted after the Defects Liability Period. Therefore, a time frame for submission should be specified as a matter of good practice, though remedy for delay has not been mentioned. #</p> <p>(2) The Contractor shall assign to the Employer (so far as he is lawfully able to do so) the benefits of all suppliers' and sub-contractors' warranties, guarantees or other ancillary agreements for materials, goods or work insofar as they are required by the Contract, Nominated Sub-Contracts or Nominated Supply Contracts, other than the direct warranties to the Employer required under the Nominated Sub-Contracts and Nominated Supply Contracts, within 60 days after the issue of the Substantial Completion Certificate for <del>(the whole of)</del> the Works <del>{ or a Section as the case may be}</del>.</p> <p># It would be usual that warranties and guarantees expressly required from suppliers and sub-contractors are to be given jointly and severally with the Contractor to the Employer, so there is no need for assignment in these cases. #</p> <p># Therefore, this sub-clause is likely to apply to other standard warranties and guarantees that come with a product sold to any customer. It should be better if all such suppliers' and sub-contractors' warranties, guarantees or other ancillary agreements address in the first instance to the Employer or the future owners as the beneficiary without the need for another process of assignment. #</p> <p># It may not be wise to wait everything until the Substantial Completion of the whole of the Works. #</p> <p>(3) Where the Contractor assigns the benefit of a suppliers' or sub-contractors' warranty, guarantee or other ancillary agreement for materials, goods or work to the Employer, the Employer shall exhaust all remedies under the warranty, guarantee or ancillary agreement before enforcing the terms of the Contract against the Contractor in respect of any matter for which a cause of action exists against the sub-contractor or supplier under the warranty, guarantee or other ancillary agreement.</p> <p># Except for the cases of joint and several warranties and guarantees, this sub-clause would mean that the assignment should be deferred as late as possible to avoid direct dealing with the suppliers and sub-contractors. The proper intention should be to deal with the Contractor before the issue of the Defects Rectification Certificate, and to deal with suppliers and sub-contractors thereafter unless the Employer would want to let the subsequent owners (e.g. residential flat owners) to deal the suppliers and sub-contractors (e.g. air-conditioners, domestic appliances, etc.) after the handover of the sold properties. Yet, whether the Employer can really get off the hook in this example case is still doubtful. #</p>	
<p><i>Submission of as-built drawings</i></p> <p><b>5.12</b> (1) The Contractor shall submit to the Architect 2 copies of a complete set of the as-built drawings that are required by the Contract, Nominated Sub-Contracts or Nominated Supply Contracts within 60 days of the issue of the Substantial Completion Certificate for <del>(the whole of)</del> the Works <del>{ or a Section as the case may be}</del>.</p> <p># As-built drawings would be required for the maintenance and operation of the Sections substantially completed earlier. #</p> <p>(2) Where the drawings referred to under clauses 5.3, 5.4, 5.5 and 5.6 have been issued electronically, the Contractor shall, if so required by</p>	



【SFBCwQ.2005】 【SFBCnQ.2006】	SFBCwQ.1986(2ndAmend.July1999)
<p>the Architect, provide the as built drawings electronically.</p>	
<p><i>Limits to use of documents</i></p> <p><b>5.13</b> (1) The Contractor shall not use any of the documents referred to in clause 5 for any purpose other than the Works and any proceedings relating to the Contract.</p> <p>(2) Neither the Employer, the Architect nor the Quantity Surveyor shall divulge any of the rates or prices in the Contract Bills or use them except for the purposes of the Contract and any proceedings relating to the Contract.</p> <p># This is to protect the Contractor's business secrets against his competitors. Any use of the rates and prices for analysis, estimating and pricing for other projects must have the names of this Contract and the Contractor removed beyond recognition. #</p>	<p><b>3(7)</b> None of the documents hereinbefore mentioned shall be used by the Main Contractor for any purpose other than this Contract and neither the Employer, the Architect nor the Quantity Surveyor shall divulge or use except for the purposes of this Contract any of the prices in the Contract Bills.</p>
<p><i>Issue of Architect's certificates</i></p> <p><b>5.14</b> <del>{The Architect shall issue all certificates to the Employer and shall, at the same time, issue a copy of each certificate to the Contractor. Any certificate issued by the Architect under this Contract shall be either addressed to the Employer with a copy at the same time to the Contractor, or addressed to the Contractor with a copy at the same time to the Employer.}</del></p> <p># It is not understood why, contrary to the Old Forms, the certificates are to be issued to the Employer. Architects used to the Old Form keep on issuing the certificates to the Contractor while using the New Forms. #</p>	<p><b>3(8)</b> Any certificate to be issued by the Architect under these Conditions shall be issued to the Main Contractor.</p>
<p><i>Copy of notice to be given to Employer</i></p> <p><b>5.15</b> Whenever the Architect issues a notice to the Contractor by special delivery, he shall issue a copy of the notice to the Employer at the same time.</p>	