



28 January 2025

Dear Sir / Madam,

**Tender Reference No. (584) in P/AE/PUR/AGC**  
**Invitation to Tender for the Provision of Smoke Filters for Training Workstations at**  
**Sheung Shui Campus Welding Workshop**  
**for the Construction Industry Council (Re-tender)**

You are invited to submit a tender for the Provision of Smoke Filters for Training Workstations at Sheung Shui Campus Welding Workshop for the Construction Industry Council (Re-tender) as specified in the tender documents.

1. Your tender proposal, **in copies specified in the tender**, should be submitted in two separate sealed envelopes.
2. The tenderer shall deposit two separate sealed envelopes with labels as specified below into the tender box located at **G/F, Hong Kong Institute of Construction - Kowloon Bay Campus, 44 Tai Yip Street, Kowloon Bay, Kowloon, Hong Kong not later than 12:00 noon on 21 February 2025.** Late tenders will NOT be considered.
  - a) Label with "Technical Proposal for Provision of Smoke Filters for Training Workstations at Sheung Shui Campus Welding Workshop for the Construction Industry Council (Re-tender)"
  - b) Label with "Fee Proposal for Provision of Smoke Filters for Training Workstations at Sheung Shui Campus Welding Workshop for the Construction Industry Council (Re-tender)"

Please note that the envelope labelled with "Technical Proposal" shall **NOT** include any pricing details. Failure to do so will render the tender null and void. Tenders submitted after the above time or tenders deposited at places other than that stated above will **NOT** be considered.

3. The tenderer shall provide the completed 'Application Form for Inclusion in the CIC Vendor List' as provided in the tender invitation, containing basic information of the interested tenderer (For Non-CIC Registered Vendor only).
4. In the event of Typhoon Signal No. 8 or above, or Black Rainstorm Warning is hoisted within the office hour (8:30 am – 6:18 pm) on the tender closing date, the closing time will be postponed to 12:00 noon of the next working day.

5. Construction Industry Council is not bound to accept any proposal it may receive. In addition, it will reject bids which are considered to have been priced unreasonably low.
6. It should be noted that the Council will not be responsible for the reimbursement of any cost incurred by you for the preparation of the submission.
7. The invited tenderer who has decided to decline the bid shall return the Reply Slip for Declining Bid provided in Appendix F of the Conditions of Tender.
8. The tender documents can be downloaded from CIC's website: [http://www.cic.hk/eng/main/aboutcic/procurement/tender\\_details/](http://www.cic.hk/eng/main/aboutcic/procurement/tender_details/).
9. For queries regarding this tender invitation or/and tender process, please contact Ms. Ruby WONG, Assistant Manager – Procurement, on telephone 2100 9420 or via e-mail: [rubywong@cic.hk](mailto:rubywong@cic.hk), or Mr. Sam LAI, Associate – Procurement, on telephone 3199 7259 or via e-mail: [samlai@cic.hk](mailto:samlai@cic.hk).

Yours sincerely,



Eric LEE  
Manager – Procurement

Encl.

## **Checklist for Submission of Tender**

Please go through the following checklist to ensure that all necessary information and documents for the tender have been provided in your tender submission. Please note that the checklist is for guidance and reference purposes only and shall not be deemed to form part of the Tender Document. The address labels at the bottom of this checklist may be used on the envelopes for submitting the tender.

Tenderers should note that their tenders may be invalidated if the information in the tender submission is incorrect or the required documents are not provided together with the tender document.

<b>Particulars</b>	<b>Reference</b>
<b>Technical Proposal</b>	
1. Proof to show the tender is a authorized agent of the proposed Smoke Filtering Devices.	Conditions of Tender, Appendix A Clause 1.1.1 [Technical Proposal]
2. The Curriculum Vitae (CV) of repair and maintenance staff responsible for plant repair and maintenance of the proposed brand new Smoke Filtering Devices.	Conditions of Tender, Appendix A Clause 1.1.2 [Technical Proposal]
3. Performance pledge for (i) availability of spare parts & (ii) turn around time for repair and maintenance.	Conditions of Tender, Appendix A Clause 1.1.3 [Technical Proposal]
4. Sufficiency of the proposed Smoke Filtering Devices in meeting the specified technical requirements as stipulated in Technical Specifications Document and its annexes.	Conditions of Tender, Appendix A Clause 1.2.1 [Technical Proposal]
5. The number of brand new Smoke Filtering Devices of the proposed brand delivered to Hong Kong in the past 5 years	Conditions of Tender, Appendix A Clause 1.2.2 [Technical Proposal]
6. Standard Letter for complying with Anti-Collusion Clause.	Conditions of Tender, Appendix B [Technical Proposal]
7. Technical Specifications	Technical Specifications [Technical Proposal]
8. A duly signed CIC's General Conditions of Contract and Guidelines for Works or Services (2b)-CAR.	CIC's General Conditions of Contract and Guidelines for Works or Services (2b)-CAR. [Technical Proposal]
<b>Fee Proposal</b>	
9. Form of Tender	Conditions of Tender, Appendix C [Fee Proposal]
10. Fee Proposal	Conditions of Tender, Appendix D [Fee Proposal]

Note: The tenderer is required to submit all information specified in Appendix A of the Conditions of Tender with his tender. In addition, the tenderer shall submit with his tender a duly signed and witnessed letter in the form set out in Appendix B of the Conditions of Tender. Should the tenderer fails to submit all information mentioned above with his tender, his tender may not be considered.

“Please be reminded that NO COMMERCIAL OR COST INFORMATION SHALL BE INCLUDED IN TECHNICAL SUBMISSION. You are reminded that should any commercial or cost information be included in this Technical Submission, you may be disqualified from this Tender.”

# Construction Industry Council

## Provision of Smoke Filters for Training Workstations at Sheung Shui Campus Welding Workshop for the Construction Industry Council (Re-tender)

Please adhere the following labels on separate sealed envelope of your submitted tender.

<b>“Confidential”</b>	<b>Construction Industry Council (CIC) The Tender Box G/F, Hong Kong Institute of Construction – Kowloon Bay Campus, 44 Tai Yip Street, Kowloon Bay, Kowloon, Hong Kong</b>	<b>TENDER</b>
<b>Technical Proposal</b>		
<b>Ref. No.: [(584) in P/AE/PUR/AGC] Provision of Smoke Filters for Training Workstations at Sheung Shui Campus Welding Workshop for the Construction Industry Council (Re-tender)</b>		
<b>Name of Tenderer:</b> _____		
<b>Closing Time and Date: <u>12:00 noon on 21 February 2025</u></b>		



<b>“Confidential”</b>	<b>Construction Industry Council (CIC) The Tender Box G/F, Hong Kong Institute of Construction – Kowloon Bay Campus, 44 Tai Yip Street, Kowloon Bay, Kowloon, Hong Kong</b>	<b>TENDER</b>
<b>Fee Proposal</b>		
<b>Ref. No.: [(584) in P/AE/PUR/AGC] Provision of Smoke Filters for Training Workstations at Sheung Shui Campus Welding Workshop for the Construction Industry Council (Re-tender)</b>		
<b>Name of Tenderer:</b> _____		
<b>Closing Time and Date: <u>12:00 noon on 21 February 2025</u></b>		

## Application Form for the Inclusion in the CIC General Vendor List

### 建造業議會一般供應商名單申請表

This form should be completed in FULL BLOCK LETTERS  
and returned to :

請詳細填寫本申請表並交回：

Procurement Department  
Construction Industry Council  
38/F, COS Centre, 56 Tsun Yip Street  
Kwun Tong, Kowloon, Hong Kong

香港九龍觀塘駿業街56號  
中海日升中心38樓  
建造業議會  
採購部

Tel. No.: 2100 9000  
Fax. No.: 2100 9439  
E-mail: vendor@cic.hk

電話號碼: 2100 9000  
圖文傳真號碼: 2100 9439  
電子郵件: vendor@cic.hk

Enquiries concerning the personal data collected by means of this form, including the making of access and corrections, should be addressed to the above Department.

如查詢此表格內的資料，包括查閱途徑及修訂資料，請與上述部門聯絡。

### PART I - DETAILS OF THE COMPANY 第一部 - 公司資料

(i) Company Name : \_\_\_\_\_  
(English) 【Company name should correspond with that registered under the Business Registration Ordinance (Cap 310)】

公司名稱 : \_\_\_\_\_  
(中文) 【公司名稱須與商業登記條例(第310章)內所登記的名稱相同】

(ii) Company Address : \_\_\_\_\_  
(English)

公司地址 : \_\_\_\_\_  
(中文)

(iii) E-mail 電子郵件 : \_\_\_\_\_ (iv) Website 網址 : \_\_\_\_\_

(v) Tel. No. 電話號碼 : \_\_\_\_\_ (vi) Fax. No. 圖文傳真號碼 : \_\_\_\_\_

In order to reduce paper consumption, all future CIC notifications will be dispatched by means of email, unless specifically requested in writing to the CIC otherwise.

為減少紙張用量，除非另作書面要求，所有議會通訊將以電郵傳遞。

### PART II - ORGANISATIONS AND STAFF 第二部 - 公司組織及職員資料

(i) Company Type 公司類別：

- A body corporate registered under the Companies Ordinance (Cap 32) 根據《公司條例》(第32章)註冊的法人團體  
 A partnership (unincorporated) 合夥(非屬法團)  
 A sole proprietorship (unincorporated) 獨資(非屬法團)  
 Others (Please specify) 其他(請註明) \_\_\_\_\_

(ii) Members of organisation 公司成員：

English Name 英文姓名

Chinese Name 中文姓名

\* Directors / Proprietors / Partners

董事 / 東主 / 合夥人

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\* Delete where inappropriate 將不適用者刪去

**Application Form for the Inclusion in the CIC General Vendor List**

**建造業議會一般供應商名單申請表**

(iii) Person(s) to contact on matters relating to tenders / contracts :  
獲授權回答有關投標 / 合約等問題的負責人資料 :

	Name(s) 姓名	Official Capacity 職位	Tel. No. 電話號碼	Mobile No. 流動電話號碼
(1)	_____	_____	_____	_____
(2)	_____	_____	_____	_____
(3)	_____	_____	_____	_____

(iv) Please confirm whether your organisation is a registered subcontractor under the CIC's Registered Specialist Trade Contractors Scheme (RSTCS).  
請貴公司確認是否在註冊專門行業承造商制度 (RSTCS) 下的註冊分包商。

Yes, RSTCS Number :  
是, 註冊專門行業承造商制度註冊編號 :

No  
不是

**PART III - BUSINESS TYPE 第三部 - 業務性質**

(i) Services and Goods which your company can provide/supply 貴公司所供應的服務及貨品  
Please select your business type and corresponding coverage area (s) 請選擇 貴公司所屬的業務性質及相應的覆蓋範圍  
Please tick  as appropriate 請在適當空格加上

Business Type 業務性質

**Type 1 - Supplier**  
**類別一 - 供應商**

Trade of Services 服務行業

1 Construction  
Materials  
(建築材料)

- 1.1 Accelerator (催乾劑)
- 1.2 Acrylic Paint (亞加力漆)
- 1.3 Air-conditioning & Ventilation Accessory (空調及通風配件)
- 1.4 Adhesive / Sealant (膠漿 / 封邊膠)
- 1.5 Aggregates (石仔)
- 1.6 Air-conditioning & Ventilation (空調及通風)
- 1.7 Aluminium Bar / Hollow (鋁條 / 通)
- 1.8 Aluminium Foamwork Accessory (鋁模板配件)
- 1.9 Aluminium Foamwork (鋁模板)
- 1.10 Aluminium Pipe (鋁管)
- 1.11 Aluminium Sheet (鋁板)
- 1.12 Anti-ant Paint (抗蟻油漆)
- 1.13 Asphalt (瀝青)
- 1.14 Bamboo & Accessory (竹料及配件)
- 1.15 Bar-bending & Fixing (鋼筋屈扎)
- 1.16 Bronze / Copper / Brass Pipe (青銅 / 銅 / 黃銅管)
- 1.17 Bearing (啤令)
- 1.18 Belt (坑帶)
- 1.19 Bitumen Compounds (瀝青混合物)
- 1.20 Boring Drill Accessory (岩土鑽探配件)
- 1.21 Bronze / Copper Bar (青銅 / 銅條)
- 1.22 Bronze / Copper Sheet (青銅 / 銅板)
- 1.23 Bronze / Copper Wire (青銅 / 銅線)
- 1.24 Brushing Lacquer (手掃漆)
- 1.25 Bucket (桶 / 泥斗)
- 1.26 Cable Accessory & Trunking (電線配件及線槽)
- 1.27 Cable (電線)
- 1.28 Canvas Goods (帆布及布帳製品)
- 1.29 Ceiling (天花)

## Application Form for the Inclusion in the CIC General Vendor List

### 建造業議會一般供應商名單申請表

- 1.30 Cement (水泥)
- 1.31 Cement Paint (雪花英泥)
- 1.32 Centre Punch (中心沖 / 賓子)
- 1.33 Clear Lacquer (透明漆)
- 1.34 Clay Sand (黃花沙)
- 1.35 Clear Varnish (透明清漆)
- 1.36 Concrete Blocks (混凝土磚)
- 1.37 Concrete (混凝土)
- 1.38 Concrete Pipe (混凝土管道)
- 1.39 Curtain Wall / External Cladding (幕牆/幕板)
- 1.40 Drill Bit & Cutter Bit (鑽咀及刀咀)
- 1.41 Door & Accessory (大門及配件)
- 1.42 Dry Wall (石膏板)
- 1.43 Electrode (電焊支)
- 1.44 Electrical Supplies (電器材料)
- 1.45 Emulsion Paint / Latex (乳膠漆)
- 1.46 Epoxy Coating (環氧塗料)
- 1.47 Epoxy (環氧樹脂漆)
- 1.48 Fencing / Mesh / Chain (圍欄 / 鐵絲網 / 鎖鏈)
- 1.49 Fibre Glass Products (玻璃纖維產品)
- 1.50 Filter (過濾器)
- 1.51 Fire Retardant Paint (防火漆)
- 1.52 Floor Board Coating (地台油)
- 1.53 Gaseous Fuels / Welding (氣體燃料 / 焊接)
- 1.54 Glazed Ceramic Wall Tiles (牆壁瓷磚)
- 1.55 Gloss Latex Paint (悅亮漆)
- 1.56 Gloves (手套)
- 1.57 Gold (金)
- 1.58 Granite (麻石)
- 1.59 Grinding / Polish (研磨 / 拋光)
- 1.60 Hammertone Paint (鎚紋漆)
- 1.61 Heat Insulating Materials (隔熱物料)
- 1.62 Hot-dip Galvanizer (熱浸鍍鋅)
- 1.63 Hose and Fittings (膠喉及配件)
- 1.64 Homogeneous Floor Tiles (過底地磚)
- 1.65 Hydrated Lime (熟石灰)
- 1.66 Insulation Materials (絕緣體)
- 1.67 Iron Work (訂製鐵器)
- 1.68 Jointing (接口)
- 1.69 Laminated Plywood (夾板)
- 1.70 Luminous Paint (螢光漆)
- 1.71 Marble & Accessory (雲石及配件)
- 1.72 Metal / Plastic Container (金屬 / 塑膠容器)
- 1.73 Metal Etching (金屬蝕刻)
- 1.74 Mosaic Tiles (紙皮石)
- 1.75 Multi-Colour Paint (多彩漆)
- 1.76 Nail / Staple & Accessory (釘及配件)
- 1.77 Non-slip Treatment (防滑處理)

## Application Form for the Inclusion in the CIC General Vendor List

### 建造業議會一般供應商名單申請表

- 1.78 Nylon (尼龍)
- 1.79 Pipe Fittings (管道配件)
- 1.80 Pipe (喉管)
- 1.81 Pigment / Staining (色粉)
- 1.82 Plastering (抹灰)
- 1.83 Plastic Sheet / Board (膠片 / 膠板)
- 1.84 Plastic / Wood Flooring (膠 / 木地板)
- 1.85 Polyurethane Paint (聚脂漆)
- 1.86 Polishing / Sharpening (拋光 / 磨石)
- 1.87 Primer / Sealer (封底漆)
- 1.88 Rain Gear (雨具)
- 1.89 Red Bricks (紅磚)
- 1.90 River Sand (淡水沙)
- 1.91 Road Marking Paint (馬路劃線漆)
- 1.92 Sanitary (潔具)
- 1.93 Sanding Paper / Cloth (砂紙 / 布)
- 1.94 Saw Blade / Wheel & Accessory (鋸片 / 碟及配件)
- 1.95 Screw & Accessory (螺絲及配件)
- 1.96 Scantling & Planking (什木枋板)
- 1.97 Silk Screen (絲網)
- 1.98 Stone Like Coating Paint (石頭漆)
- 1.99 Solvent (溶劑)
- 1.100 Spraying Paint (噴漆)
- 1.101 Steel / Iron Bar (鋼 / 鐵條)
- 1.102 Steel / Iron Gate (鋼 / 鐵門)
- 1.103 Steel / Iron Pipe (鋼 / 鐵管)
- 1.104 Steel / Iron Sheet (鋼 / 鐵片)
- 1.105 Steel / Iron Wire (鋼 / 鐵線)
- 1.106 Stone (開山大石)
- 1.107 Stopping (填補料)
- 1.108 Steel Reinforcement (鋼筋)
- 1.109 Stainless Steel Bar (不銹鋼條)
- 1.110 Stainless Steel Pipe (不銹鋼管)
- 1.111 Stainless Steel Sheet (不銹鋼片)
- 1.112 Stainless Steel Wire (不銹鋼線)
- 1.113 Steel Wire Rope / Nylon Webbing Sling (鋼絲繩 / 尼龍帆布帶)
- 1.114 Surveying Supplies (測量材料)
- 1.115 Switch (掣)
- 1.116 Synthetic Paint (合成油漆)
- 1.117 Textured Latex (砂膠漆)
- 1.118 Undercoat Pattern (底漆)
- 1.119 Valve (閘門)
- 1.120 Washable Distemper (可洗膠灰水)
- 1.121 Wall Paper (牆紙)
- 1.122 Water Proofing Material (防水物料)
- 1.123 Water-boiled Proved Laminated Plywood (防水夾板)
- 1.124 Weldmesh (馬路網)
- 1.125 Window & Accessory (窗戶及配件)



## Application Form for the Inclusion in the CIC General Vendor List

### 建造業議會一般供應商名單申請表

- |                          |   |   |                          |       |  |
|--------------------------|---|---|--------------------------|-------|--|
| <input type="checkbox"/> | 2 | Tools (手工具)                                       | <input type="checkbox"/> | 1.126 | Wire Rope (鋼纜)   |
|                          |   |   | <input type="checkbox"/> | 1.127 | Wood Stripe (木線)   |
|                          |   |   | <input type="checkbox"/> | 2.1   | Brush & Accessory (刷及配件)   |
|                          |   |   | <input type="checkbox"/> | 2.2   | Chisel (鑿)   |
|                          |   |   | <input type="checkbox"/> | 2.3   | Crowbar (鐵筆)   |
|                          |   |   | <input type="checkbox"/> | 2.4   | Drawing Instrument (繪圖工具)  |
|                          |   |   | <input type="checkbox"/> | 2.5   | Electric Drill / Hammer Drill & Accessory (電鑽及配件)                  |
|                          |   |   | <input type="checkbox"/> | 2.6   | Edge Rule (壓尺)   |
|                          |   |   | <input type="checkbox"/> | 2.7   | File (銼)   |
|                          |   |   | <input type="checkbox"/> | 2.8   | Hammer (錘仔)  |
|                          |   |   | <input type="checkbox"/> | 2.9   | Masonry Tools (泥水工具)   |
|                          |   |   | <input type="checkbox"/> | 2.10  | Meter / Tester (測試儀錶)  |
|                          |   |   | <input type="checkbox"/> | 2.11  | Portable Electrical Tools & Accessory (手提式電動工具及配件)                 |
|                          |   |   | <input type="checkbox"/> | 2.12  | Pipe Bender & Expander (喉管屈曲器及掙大器)                                 |
|                          |   |   | <input type="checkbox"/> | 2.13  | Pick (泥耙)  |
|                          |   |   | <input type="checkbox"/> | 2.14  | Pipe Cutter (喉管剪鉗)   |
|                          |   |   | <input type="checkbox"/> | 2.15  | Pipe Dies and Head (牙模及扳頭)   |
|                          |   |   | <input type="checkbox"/> | 2.16  | Plane (刨)  |
|                          |   |   | <input type="checkbox"/> | 2.17  | Plier / Pincer / Nipper (鉗子)                                       |
|                          |   |   | <input type="checkbox"/> | 2.18  | Saw (鋸)  |
|                          |   |   | <input type="checkbox"/> | 2.19  | Screwdriver (螺絲批)  |
|                          |   |   | <input type="checkbox"/> | 2.20  | Spanner / Wrench (扳手)  |
|                          |   |   | <input type="checkbox"/> | 2.21  | Scraper / Shovel / Pottery Tool (刮 / 鏟 / 泥刮)                       |
|                          |   |   | <input type="checkbox"/> | 2.22  | Steel Snip/ Cutter (剪鉗)  |
|                          |   |   | <input type="checkbox"/> | 2.23  | Surveying Level (測量平水儀)  |
|                          |   |   | <input type="checkbox"/> | 2.24  | Surveying Scale (測量磅)  |
|                          |   |   | <input type="checkbox"/> | 2.25  | Trowel (抹子 / 批匙)   |
|                          |   |   | <input type="checkbox"/> | 2.26  | Vise (虎鉗 / 夾)  |
|                          |   |   | <input type="checkbox"/> | 2.27  | Welding Tools (焊接工具)   |
| <input type="checkbox"/> | 3 | Industrial Safety & Protective Products (安全及防護產品) | <input type="checkbox"/> | 3.1   | Anti-Surge Protection (防電保護)                                       |
|                          |   |   | <input type="checkbox"/> | 3.2   | Confined Space Equipment (密閉空間設備)                                  |
|                          |   |   | <input type="checkbox"/> | 3.3   | Eye Protection (眼部保護)  |
|                          |   |   | <input type="checkbox"/> | 3.4   | Fall Protection (高空防墮保護)   |
|                          |   |   | <input type="checkbox"/> | 3.5   | First Aid Supplies (急救用品)  |
|                          |   |   | <input type="checkbox"/> | 3.6   | Fire Extinguisher & Equipment (滅火筒及設備)                             |
|                          |   |   | <input type="checkbox"/> | 3.7   | Foot Protection (腳部保護)   |
|                          |   |   | <input type="checkbox"/> | 3.8   | Gas & Radiation Detector (氣體及輻射探測器)                                |
|                          |   |   | <input type="checkbox"/> | 3.9   | Hand Protection (手部保護)   |
|                          |   |   | <input type="checkbox"/> | 3.10  | Hearing Protection (聽覺保護)  |
|                          |   |   | <input type="checkbox"/> | 3.11  | Head Protection (頭部保護)   |
|                          |   |   | <input type="checkbox"/> | 3.12  | Noise Assessment Tools (噪音評估工具)                                    |
|                          |   |   | <input type="checkbox"/> | 3.13  | Respiratory Protection (呼吸保護)                                      |
|                          |   |   | <input type="checkbox"/> | 3.14  | Road Safety Equipment & Reflective Vest (交通安全用品及反光衣)               |
|                          |   |   | <input type="checkbox"/> | 3.15  | Safety Net & Tool Box (安全網及工具箱)                                    |
|                          |   |   | <input type="checkbox"/> | 3.16  | Safety Sign / Label (安全標貼/告示牌)                                     |
|                          |   |   | <input type="checkbox"/> | 3.17  | Self-Contained Breathing Apparatus & Air Compressor (自供式呼吸器及空氣壓縮機) |
|                          |   |   | <input type="checkbox"/> | 3.18  | Welding Protection (燒焊保護)  |

## Application Form for the Inclusion in the CIC General Vendor List

### 建造業議會一般供應商名單申請表

<input type="checkbox"/> 4	Petroleum & Fuel Products (石油及燃油產品)	<input type="checkbox"/> 4.1	Anti-Rust Spray (防銹噴霧)
		<input type="checkbox"/> 4.2	Brake Fluid (剎掣油)
		<input type="checkbox"/> 4.3	Cutting Oil (切割油)
		<input type="checkbox"/> 4.4	Hydraulic Oil (液壓油)
		<input type="checkbox"/> 4.5	Industrial Diesel Oil (工業柴油)
		<input type="checkbox"/> 4.6	Lubricant Oil / Grease Oil (潤滑油/潤滑脂油)
		<input type="checkbox"/> 4.7	Transmission Oil (傳動油)
		<input type="checkbox"/> 4.8	Ultra Low Sulphur Diesel Oil - Ex-petroleum Filling Stations (超低含硫柴油 - 油站加油)
		<input type="checkbox"/> 4.9	Unleaded Petrol - Ex-petroleum Filling Stations (無鉛汽油 - 油站加油)
<input type="checkbox"/> 5	Construction Equipment & Machinery (建築設備及機械)	<input type="checkbox"/> 5.1	Aluminium / Galvanized Iron Working Platform (高空工作台)
		<input type="checkbox"/> 5.2	Air Compressor & Blower (風機)
		<input type="checkbox"/> 5.3	Bolt & Pipe Threading Machine / Groove Machine (電動管紋機 / 壓坑機)
		<input type="checkbox"/> 5.4	Builder's Lift (建築工地升降機 - 工人籠)
		<input type="checkbox"/> 5.5	Cable Dectector (地下電纜探測器)
		<input type="checkbox"/> 5.6	Concrete Mixers (混凝土攪拌機)
		<input type="checkbox"/> 5.7	Concrete Vibrator (混凝土震機)
		<input type="checkbox"/> 5.8	Crawler Crane (履帶式吊機)
		<input type="checkbox"/> 5.9	Dozers (推土機)
		<input type="checkbox"/> 5.10	Dust Collectors (集塵器)
		<input type="checkbox"/> 5.11	Forklifts and Tow Tractors (叉車及拖引車)
		<input type="checkbox"/> 5.12	Gantry Crane (龍門式吊機)
		<input type="checkbox"/> 5.13	Generator Set (發電機組)
		<input type="checkbox"/> 5.14	Gondola Systems (吊船)
		<input type="checkbox"/> 5.15	Hydraulic Punching / Shearing / Swing Beam Machine (液壓沖 / 剪 / 擺式剪板機)
		<input type="checkbox"/> 5.16	Hydraulic Excavators (液壓挖土機)
		<input type="checkbox"/> 5.17	Loaders (裝載機)
		<input type="checkbox"/> 5.18	Mobile / Trucks / Lorry Crane (汽車吊機)
		<input type="checkbox"/> 5.19	Metal Work Machine & Equipment (金屬工作機)
		<input type="checkbox"/> 5.20	Pipe Welding Machine (喉管熱熔對接焊機)
		<input type="checkbox"/> 5.21	Plate Compactor (壓路板)
		<input type="checkbox"/> 5.22	Pump (泵)
		<input type="checkbox"/> 5.23	Roller Shutter (捲閘)
		<input type="checkbox"/> 5.24	Spray Booth (噴漆柜)
		<input type="checkbox"/> 5.25	Surveying Measuring Instrument (測量儀器)
		<input type="checkbox"/> 5.26	Thickening Planer (壓鉋機)
		<input type="checkbox"/> 5.27	Tower Crane (塔式吊機)
		<input type="checkbox"/> 5.28	Wood Turning Lathe (木車床)
<input type="checkbox"/> 6	Repair & Maintenance Equipment / Tools (維修及保養設備或工具)	<input type="checkbox"/> 6.1	Repair & Maintenance – Air-conditioning & Ventilation (空調及通風維修保養)
		<input type="checkbox"/> 6.2	Repair & Maintenance – Builders' Lift – Hoists (建築工地升降機維修保養)
		<input type="checkbox"/> 6.3	Repair & Maintenance – Carpark System (停車場系統維修保養)
		<input type="checkbox"/> 6.4	Repair & Maintenance – Cleaning Equipment (清潔設備維修保養)
		<input type="checkbox"/> 6.5	Repair & Maintenance – Construction Machine & Equipment (建築機械及設備維修保養)
		<input type="checkbox"/> 6.6	Repair & Maintenance – Crawler Crane (履帶式吊機維修保養)
		<input type="checkbox"/> 6.7	Repair & Maintenance – Diesel Generating Set (柴油發電機組維修保養)
		<input type="checkbox"/> 6.8	Repair & Maintenance – Drinking Facilities & Equipment (飲用水設施及設備維修保養)

## Application Form for the Inclusion in the CIC General Vendor List

### 建造業議會一般供應商名單申請表

- |                          |      |   |
|--------------------------|------|---|
| <input type="checkbox"/> | 6.9  | Repair & Maintenance – Electrical (電工工程維修保養)  |
| <input type="checkbox"/> | 6.10 | Repair & Maintenance – Fire Service Facilities & Equipment (消防設施及設備維修保養)                                  |
| <input type="checkbox"/> | 6.11 | Repair & Maintenance – Gantry Crane (龍門式吊機維修保養)   |
| <input type="checkbox"/> | 6.12 | Repair & Maintenance – Glass (玻璃維修保養)   |
| <input type="checkbox"/> | 6.13 | Repair & Maintenance – Gondola System (吊船系統維修保養)  |
| <input type="checkbox"/> | 6.14 | Repair & Maintenance – Hydraulic Mobile Crane (液壓輪胎式吊機維修保養)   |
| <input type="checkbox"/> | 6.15 | Repair & Maintenance – Kitchen Equipment & Facilities (廚房設備及設施維修保養)                                       |
| <input type="checkbox"/> | 6.16 | Repair & Maintenance – Lift & Escalator (升降機及扶手電梯維修保養)  |
| <input type="checkbox"/> | 6.17 | Repair & Maintenance - Lightning System (避雷系統維修保養)  |
| <input type="checkbox"/> | 6.18 | Repair & Maintenance – Lorry Crane (起重機貨車維修保養)  |
| <input type="checkbox"/> | 6.19 | Repair & Maintenance – Measurement Equipment (量度設備維修保養)   |
| <input type="checkbox"/> | 6.20 | Repair & Maintenance – Metal Work Machine & Equipment (金屬工作機械及設備維修保養)                                     |
| <input type="checkbox"/> | 6.21 | Repair & Maintenance – Non-Destructive Testing Equipment (非破壞性測設備維修保養)                                    |
| <input type="checkbox"/> | 6.22 | Repair & Maintenance – Office Equipment (辦公室設備維修保養)   |
| <input type="checkbox"/> | 6.23 | Repair & Maintenance – Photocopier Machine (影印機維修保養)  |
| <input type="checkbox"/> | 6.24 | Repair & Maintenance – Plumbing & Drainage (水務工程維修保養)   |
| <input type="checkbox"/> | 6.25 | Repair & Maintenance – Power Supply Facilities (電力裝置設備維修保養)   |
| <input type="checkbox"/> | 6.26 | Repair & Maintenance – Power Tools (電動工具維修保養)   |
| <input type="checkbox"/> | 6.27 | Repair & Maintenance – Private Car (私家車維修保養)  |
| <input type="checkbox"/> | 6.28 | Repair & Maintenance – Safety Equipment (安全設備維修保養)  |
| <input type="checkbox"/> | 6.29 | Repair & Maintenance – Security Facilitate (警衛設備維修保養)   |
| <input type="checkbox"/> | 6.30 | Repair & Maintenance – Sports Equipment (體育設備維修保養)  |
| <input type="checkbox"/> | 6.31 | Repair & Maintenance – Survey Equipment (測量設備維修保養)  |
| <input type="checkbox"/> | 6.32 | Repair & Maintenance – Tower Crane (塔式起重機維修保養)  |
| <input type="checkbox"/> | 6.33 | Repair & Maintenance – Water Pump (水泵維修保養)  |
| <input type="checkbox"/> | 6.34 | Repair & Maintenance – Walkie Talkie (對講機維修保養)  |
| <input type="checkbox"/> | 6.35 | Repair & Maintenance – Welding Tools & Equipment (焊接工具設備維修保養)   |
| <input type="checkbox"/> | 6.36 | Repair & Maintenance – Windows (窗戶維修保養)   |
| <input type="checkbox"/> | 7    | Testing & Survey (測試及檢驗)  |
| <input type="checkbox"/> | 7.1  | Testing & Survey - Air Quality (室內空氣質素測試)   |
| <input type="checkbox"/> | 7.2  | Testing & Survey - Acoustic Test / Noise Assessment (噪音評估測試)  |
| <input type="checkbox"/> | 7.3  | Testing & Survey - Car & Lorry (車輛續牌驗查)   |
| <input type="checkbox"/> | 7.4  | Testing & Survey - Compressor & Blower (空氣壓縮機測試)  |
| <input type="checkbox"/> | 7.5  | Testing & Survey - Drinking Water (飲用水測試)   |
| <input type="checkbox"/> | 7.6  | Testing & Survey - Fire Service Installation & Equipment (消防裝置及設備檢測)                                      |
| <input type="checkbox"/> | 7.7  | Testing & Survey - Gas Cylinder & Tester (氣樽及試錶測試)  |
| <input type="checkbox"/> | 7.8  | Testing & Survey - Gondola System (吊船系統測試及檢查)   |
| <input type="checkbox"/> | 7.9  | Testing & Survey - Illumination Quality (照明質量測試)  |
| <input type="checkbox"/> | 7.10 | Testing & Survey - Inspection, Testing & Certification for Fixed Electrical Installations (固定電力裝置定期測試及檢查) |
| <input type="checkbox"/> | 7.11 | Testing & Survey - Jack & Lifting (千斤頂安全測試)   |
| <input type="checkbox"/> | 7.12 | Testing & Survey - Lift & Escalator (升降機安全負荷測試)   |
| <input type="checkbox"/> | 7.13 | Testing & Survey - Loader & Crane (裝載及起重機械安全負荷測試)   |
| <input type="checkbox"/> | 7.14 | Testing & Survey - Measurement Tool (儀器精確度測試及調較)  |
| <input type="checkbox"/> | 7.15 | Testing & Survey - Non-Destructive (非破壞性檢測)   |
| <input type="checkbox"/> | 7.16 | Testing & Survey - Power Supply Facilities (電力裝置設備測試及檢查)  |

## Application Form for the Inclusion in the CIC General Vendor List

### 建造業議會一般供應商名單申請表

- |                          |                          |  |   |
|--------------------------|--------------------------|--|---|
|                          | <input type="checkbox"/> | 7.17   | Testing & Survey - Safety Equipment (安全設備測試及檢查)   |
|                          | <input type="checkbox"/> | 7.18   | Testing & Survey - Testing Materials / Laboratory Services (物料 / 化驗服務測試)  |
|                          | <input type="checkbox"/> | 7.19   | Testing & Survey - Tower Crane (塔式起重機測試及調查)   |
| <input type="checkbox"/> | 8                        | Environmental Engineering & Waste Disposal (環保工程及廢物處理) | <input type="checkbox"/> 8.1 Asbestos Removal (清理石棉)<br><input type="checkbox"/> 8.2 Dumping - Construction Materials (建築物廢料處理)<br><input type="checkbox"/> 8.3 Grease Trap Cleaning & Maintenance (隔油池清洗及保養)<br><input type="checkbox"/> 8.4 Environment Planning (環保規劃)<br><input type="checkbox"/> 8.5 Environment Recycling (環保再造)<br><input type="checkbox"/> 8.6 Sewage Treatment (污水處理)<br><input type="checkbox"/> 8.7 Tree Risk Assessment (樹木風險評估)<br><input type="checkbox"/> 8.8 Waste & Scrap Disposal (廢置材料回收)  |
| <input type="checkbox"/> | 9                        | Office Furniture & Equipment (辦公室傢俱及設備)                | <input type="checkbox"/> 9.1 Carpet / Floor Mat (地毯)<br><input type="checkbox"/> 9.2 CCTV System (閉路電視監控系統)<br><input type="checkbox"/> 9.3 Chair (椅子)<br><input type="checkbox"/> 9.4 Cleaning Supplies (清潔用品)<br><input type="checkbox"/> 9.5 Cleaning Tools (清潔工具)<br><input type="checkbox"/> 9.6 Clock & Watch (鐘錶)<br><input type="checkbox"/> 9.7 Communication System (通信系統)<br><input type="checkbox"/> 9.8 Curtain & Blinds (窗簾及百葉簾)<br><input type="checkbox"/> 9.9 Doorphone System (門禁系統)<br><input type="checkbox"/> 9.10 Electric Household Appliance (家用電器)<br><input type="checkbox"/> 9.11 Filing Cabinet / Locker (文件櫃/儲物櫃)<br><input type="checkbox"/> 9.12 Glass & Accessory (玻璃及配件)<br><input type="checkbox"/> 9.13 Ink Cartridges, Toner Cartridges & Ribbons (打印機油墨盒, 碳粉盒及色帶)<br><input type="checkbox"/> 9.14 Information Display System and Service (資訊顯示系統和服務)<br><input type="checkbox"/> 9.15 Kitchen Equipment (廚房設備)<br><input type="checkbox"/> 9.16 Lighting / Bulb (照明/燈泡)<br><input type="checkbox"/> 9.17 Medicine & Health Supplies (藥物及健康)<br><input type="checkbox"/> 9.18 Office / Storage Container (辦公室/貯物貨櫃)<br><input type="checkbox"/> 9.19 Partition Panel and Accessory (屏風及配件)<br><input type="checkbox"/> 9.20 Paper (紙張)<br><input type="checkbox"/> 9.21 Paper Shredder / Laminator (碎紙機 / 過膠機)<br><input type="checkbox"/> 9.22 Pantry Supplies (茶水間用品)<br><input type="checkbox"/> 9.23 Paper Towels & Tissues (紙巾及廁紙)<br><input type="checkbox"/> 9.24 Sign (門牌)<br><input type="checkbox"/> 9.25 Stage & Accessory (舞台用品)<br><input type="checkbox"/> 9.26 Stationery (文具)<br><input type="checkbox"/> 9.27 Steel Desk (鋼枱)<br><input type="checkbox"/> 9.28 Wall Board Assembly (組合壁板)<br><input type="checkbox"/> 9.29 Water Dispenser & Service (飲水機及服務)<br><input type="checkbox"/> 9.30 Wooden Desk (木枱) |
| <input type="checkbox"/> | 10                       | Printing & Photocopying Services (印刷及複印服務)             | <input type="checkbox"/> 10.1 Printing of Annual Report (印刷年報)<br><input type="checkbox"/> 10.2 Printing of Aluminium Roll-Up Screen (印製易拉架)<br><input type="checkbox"/> 10.3 Printing of Booklet & Handouts (印刷小冊子及講義)<br><input type="checkbox"/> 10.4 Printing of Certificate (印刷證書)<br><input type="checkbox"/> 10.5 Printing of Company Letterhead Materials (印刷公司印刷品)<br><input type="checkbox"/> 10.6 Printing of Flag / Banner (印製旗/旗幟)   |

## Application Form for the Inclusion in the CIC General Vendor List

### 建造業議會一般供應商名單申請表

	<input type="checkbox"/>	10.7	Printing of Name Card (印刷卡片)
	<input type="checkbox"/>	10.8	Photocopying Services (複印服務)
	<input type="checkbox"/>	10.9	Printing of Promotional Items (印刷宣傳用品)
	<input type="checkbox"/>	10.10	Printing / Production of Backdrop (印刷 / 製作背景幕)
	<input type="checkbox"/>	10.11	Printing of P.V.C. Card (印製證明卡)
<input type="checkbox"/>	11	Information Technology and Computers (資訊科技及電腦)	<input type="checkbox"/> 11.1 Computer Hardware Accessory (電腦硬件配件) <input type="checkbox"/> 11.2 Computer Hardware (電腦硬件) <input type="checkbox"/> 11.3 Computer Hardware Leasing (電腦硬件租用) <input type="checkbox"/> 11.4 Computer Hardware Peripheral (電腦硬件周邊) <input type="checkbox"/> 11.5 Computer Network (電腦網絡) <input type="checkbox"/> 11.6 Contract Out Works - Computer Service (外判工程 - 電腦服務) <input type="checkbox"/> 11.7 Computer Software (電腦軟件) <input type="checkbox"/> 11.8 Computer Software & Services Subscription (電腦軟件及服務租用) <input type="checkbox"/> 11.9 Information Technology & Telecommunications (資訊科技及電信) <input type="checkbox"/> 11.10 Repair & Maintenance – Audio / Visual (音頻 / 視頻維修保養) <input type="checkbox"/> 11.11 Repair & Maintenance – Computer Equipment (電腦設備維修保養) <input type="checkbox"/> 11.12 Repair & Maintenance – Card Printer (證明卡打印機維修保養) <input type="checkbox"/> 11.13 Repair & Maintenance – Computer Room Facilities (電腦房設備維修保養) <input type="checkbox"/> 11.14 Repair & Maintenance – Software and Application Support (軟件及應用系統支援維修保養) <input type="checkbox"/> 11.15 Repair & Maintenance – Server and Network Services (伺服器及網絡服務維修保養) <input type="checkbox"/> 11.16 Repair & Maintenance – Telecom System & Equipment (電訊系統及設備維修保養) <input type="checkbox"/> 11.17 Contract Out Works - Software Development (外判工程 - 軟件開發) <input type="checkbox"/> 11.18 Rental of Telecom System & Equipment (租用電訊系統及設備) <input type="checkbox"/> 11.19 Telecom Services (電訊服務)
<input type="checkbox"/>	12	Rental Services (租用服務)	<input type="checkbox"/> 12.1 Rental of Crane (租用吊機) <input type="checkbox"/> 12.2 Rental of Cylinder Service & Air Filling (租用氣樽及充氣) <input type="checkbox"/> 12.3 Rental of Digital Photocopier (租用影印機) <input type="checkbox"/> 12.4 Rental of Generator Set (租用發電機組) <input type="checkbox"/> 12.5 Rental of Gown (租用禮服) <input type="checkbox"/> 12.6 Rental of Horses and Carriage Service (租用馬車服務) <input type="checkbox"/> 12.7 Rental of Machinery Equipment (租用機械設備) <input type="checkbox"/> 12.8 Rental of Portable Mobile Toilets with Hygiene Service (租用流動式廁所及清理服務) <input type="checkbox"/> 12.9 Transportation Service - Goods (貨運服務) <input type="checkbox"/> 12.10 Transportation Service - Passenger (客運服務)
<input type="checkbox"/>	13	General Supplies (一般供應)	<input type="checkbox"/> 13.1 General Fixture (一般固定裝置) <input type="checkbox"/> 13.2 Light Truck / Coaster (輕型貨車及小巴) <input type="checkbox"/> 13.3 Private Car (私家車) <input type="checkbox"/> 13.4 Promotional Items (宣傳物品) <input type="checkbox"/> 13.5 Reference Book/ Reference Report & Publication (參考書/ 參考報告及刊物) <input type="checkbox"/> 13.6 Seasonal Decoration (節慶裝飾) <input type="checkbox"/> 13.7 Souvenir (紀念品) <input type="checkbox"/> 13.8 Sports Equipment (適體健身器材) <input type="checkbox"/> 13.9 Stage Accessory (舞台用品) <input type="checkbox"/> 13.10 Building Management Supplies (物業管理供應) <input type="checkbox"/> 13.11 Trophy / Medals (獎杯 / 獎牌)

## Application Form for the Inclusion in the CIC General Vendor List

### 建造業議會一般供應商名單申請表

- |                          |                          |  |
|--------------------------|--------------------------|--|
|                          | <input type="checkbox"/> | 13.12 Uniform (制服)   |
|                          | <input type="checkbox"/> | 13.13 Walkie Talkie (對講機)  |
| <input type="checkbox"/> | 14                       | General Services (一般服務)  |
|                          | <input type="checkbox"/> | 14.1 Advertisement - Advertising Design & Production (廣告設計及製作)                             |
|                          | <input type="checkbox"/> | 14.2 Advertisement - Advertisement Production & Placement Services (廣告製作及報刊廣告代理服務)         |
|                          | <input type="checkbox"/> | 14.3 Referee Services (裁判服務)   |
|                          | <input type="checkbox"/> | 14.4 Catering Services (餐飲服務)  |
|                          | <input type="checkbox"/> | 14.5 Clipping Services (剪報服務)  |
|                          | <input type="checkbox"/> | 14.6 Catering / Kitchen Equipment and Services (餐飲/廚房設備及服務)                                |
|                          | <input type="checkbox"/> | 14.7 Cleaning Services (清潔服務)  |
|                          | <input type="checkbox"/> | 14.8 Copywriting & Editorial Services (撰稿及編輯服務)  |
|                          | <input type="checkbox"/> | 14.9 Drycleaning & Laundry Services (乾洗及洗衣服務)  |
|                          | <input type="checkbox"/> | 14.10 Driver Services (司機服務)   |
|                          | <input type="checkbox"/> | 14.11 Disposal Services (棄置服務)   |
|                          | <input type="checkbox"/> | 14.12 Design Services - Graphics Design (平面設計)   |
|                          | <input type="checkbox"/> | 14.13 Design Services - Illustration / Character Design (插畫 / 角色設計)                        |
|                          | <input type="checkbox"/> | 14.14 Design Services - Interior / Exterior Design (室內 / 室外設計)                             |
|                          | <input type="checkbox"/> | 14.15 Design Services - Product and Logo Design (產品及商標設計)                                  |
|                          | <input type="checkbox"/> | 14.16 Design Services - Website / Apps Design & Development (設計網頁 / 應用程式及製作)               |
|                          | <input type="checkbox"/> | 14.17 Event Management - Exhibition Booth Design, Production & Installation (展覽攤位設計、製作及佈置) |
|                          | <input type="checkbox"/> | 14.18 Event Management - Event Production & Management Services (活動籌辦及管理服務)                |
|                          | <input type="checkbox"/> | 14.19 Event Management - Photography Services (照相服務)                                       |
|                          | <input type="checkbox"/> | 14.20 Event Management - Video Broadcast Services (視頻廣播服務)                                 |
|                          | <input type="checkbox"/> | 14.21 Event Management - Video Shooting and Editing Services (影片製作及剪接)                     |
|                          | <input type="checkbox"/> | 14.22 Football Referee Services (足球裁判服務)   |
|                          | <input type="checkbox"/> | 14.23 Landscape & Gardening (園境及園藝)  |
|                          | <input type="checkbox"/> | 14.24 Lettershop Services (入信服務)   |
|                          | <input type="checkbox"/> | 14.25 Logistics & Transport Services (物流及運輸服務)   |
|                          | <input type="checkbox"/> | 14.26 Mailing / Courier & Delivery Services (郵寄 / 速遞及運送服務)                                 |
|                          | <input type="checkbox"/> | 14.27 Pest Control (蟲害防治)  |
|                          | <input type="checkbox"/> | 14.28 Property / Facility Management (物業 / 設施管理)   |
|                          | <input type="checkbox"/> | 14.29 Public Relations (公共關係)  |
|                          | <input type="checkbox"/> | 14.30 Scanning Services (掃描服務)   |
|                          | <input type="checkbox"/> | 14.31 Security Guarding Services (保安護衛服務)  |
|                          | <input type="checkbox"/> | 14.32 Signage Production (指示牌製作)   |
|                          | <input type="checkbox"/> | 14.33 Translation Services - Annual Report Translation (年報翻譯)                              |
|                          | <input type="checkbox"/> | 14.34 Translation Services - General Translation (一般翻譯)                                    |
|                          | <input type="checkbox"/> | 14.35 Translation Services - Simultaneous Translation & Interpretation (即時翻譯及傳譯)           |
| <input type="checkbox"/> | 15                       | Professional Services (專業服務)   |
|                          | <input type="checkbox"/> | 15.1 Agency Services (代理服務)  |
|                          | <input type="checkbox"/> | 15.2 Consultancy Services (顧問服務)   |
|                          | <input type="checkbox"/> | 15.3 Auditing Services (審計服務)  |
|                          | <input type="checkbox"/> | 15.4 Building Information Modelling (BIM) (建築訊息模型)   |
|                          | <input type="checkbox"/> | 15.5 Certificate Services (認證服務)   |
|                          | <input type="checkbox"/> | 15.6 Counseling Services (輔導服務)  |
|                          | <input type="checkbox"/> | 15.7 Human Resources Services (人力資源服務)   |
|                          | <input type="checkbox"/> | 15.8 Insurance - General Insurance (一般保險)  |

## Application Form for the Inclusion in the CIC General Vendor List

### 建造業議會一般供應商名單申請表

- 15.9 Insurance - Medical Insurance (醫療保險)
- 15.10 Legal Services (法律服務)
- 15.11 Market Research (市場調查)
- 15.12 Medical Services (醫療服務)
- 15.13 Quality Management Services (質量管理服務)
- 15.14 Risk Management and Data Privacy Assessment (風險管理及數據私隱評估)
- 15.15 Trade Testing (技能測試)
- 15.16 Training - Course (培訓課程)
- 15.17 Training - Management (培訓管理)
- 15.18 Training - Safety (培訓安全)

#### Type 2 - Construction Contractor

- 類別二 - 建築工程承辦商
- 1 Contractors – Air-conditioning & Ventilation (空調及通風)
  - 2 Contractors – Building Information Modelling (建築訊息模型)
  - 3 Contractors – Carpark System (停車場系統)
  - 4 Contractors – Curtain / Blind / Carpet Tile/ Floor Finishes (窗簾/簾/方塊地毯/ 地板)
  - 5 Contractors – Design & Construction (設計及施工工程)
  - 6 Contractors – Demolishment Work (拆除工程)
  - 7 Contractors – Electrical (電工工程)
  - 8 Contractors – External Wall (外牆工程)
  - 9 Contractors – Facility Security (設備保安)
  - 10 Contractors – Civil, Foundation & Geotechnical (土木, 地基及土力工程)
  - 11 Contractors – Fire Service Facilities & Equipment (消防設施及設備工程)
  - 12 Contractors – Gas & Oil (煤油及石油氣工程)
  - 13 Contractors – Glass (玻璃工程)
  - 14 Contractors – Grass Cutting (剪草)
  - 15 Contractors – Kitchen Equipment & Facilities (廚房設備及設施工程)
  - 16 Contractors – Lift & Escalator (電梯及扶手電梯)
  - 17 Contractors – Platform (平台)
  - 18 Contractors – Plumbing & Drainage (水務工程)
  - 19 Contractors – Playground Equipment (遊樂場設備)
  - 20 Contractors – Scaffolding Work (建築棚架工程)
  - 21 Contractors – Steel Door Work (鋼門工程)
  - 22 Contractors – Structure Repair (結構修復工程)
  - 23 Contractors – Steel Structural Work (鋼鐵結構工程)
  - 24 Contractors – Waterproof (防水工程)
  - 25 Contractors – Windows (窗戶工程)
  - 26 Contractors – Wooden Door Work (木門工程)
  - 27 Contractors – Workshop Equipment & Facilities (測試場設備及設施工程)

#### Type 3 - Others

類別三 - 其他

(please specify if the above is found inappropriate) 請細列明如上沒有適用者

- 3.1 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- 3.2 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(Note : If found insufficient space, please use separate sheet)  
 (註 : 如空位不足, 請另紙列出)

## Application Form for the Inclusion in the CIC General Vendor List

### 建造業議會一般供應商名單申請表

(iii) Please provide names of your major clients / customers for our internal reference purposes.  
請提供貴公司的主要客戶名稱，作內部參考之用。

(1) \_\_\_\_\_ (2) \_\_\_\_\_

(3) \_\_\_\_\_ (4) \_\_\_\_\_

### PART IV - DOCUMENTS TO BE SUBMITTED 第四部 - 須提交證明文件清單

**Type 1 - Supplier (類別一 - 供應商)**

(i) Please attach a copy of the valid Business Registration Certificate for our reference and record.  
請寄交有效的商業登記證文件副本以供參考和存照。

(ii) Please attach one set of relevant product / service catalogue(s) for our consideration.  
請夾附最少一份有關產品 / 服務目錄以供參閱。

**Type 2 - Construction Contractor (類別二 - 建築工程承辦商)**

(i) Please attach a copy of the valid Business Registration Certificate for our reference and record.  
請寄交有效的商業登記證文件副本以供參考和存照。

(ii) Please attach one set of relevant product / service catalogue(s) for our consideration.  
請夾附最少一份有關產品 / 服務目錄以供參閱。

(iii) Please attach company profile  
請夾附公司簡介

(iv) Please attach past 2 years financial report  
請夾附最近兩年之財務報表

(v) Please attach the past 3 years relevant job reference with the contract amount for each selected category(s)  
請夾附最近三年每個選定類別之相關工作參考及合同金額

(vi) Please attach relevant construction works licence(s)  
請夾附有關工程牌照

(vii) Please attach Quality Assurance policy  
請夾附質量保證政策

(viii) Please attach Health and Safety policy  
請夾附健康及安全政策

(ix) Please attached Quality Management System certification(s) (if any)  
請夾附品質管理系統認證 (如有)

(x) Reference/ Appreciation Letter(s) (if any)  
請夾附參考/感謝信 (如有)



## Application Form for the Inclusion in the CIC General Vendor List

### 建造業議會一般供應商名單申請表

#### PART V - CERTIFICATION 第五部 - 證明

##### (i) Personal Information Collection Statement 收集個人資料聲明

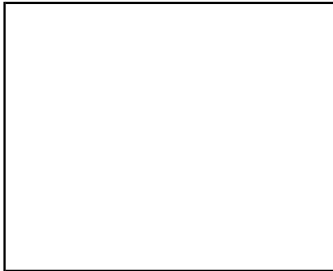
- (1) CIC will use the provided information for the purpose of processing this registration form and dealing with our procurement-related matters.  
提供的資料會用作本議會處理有關申請登記成為本議會之一般供應商及與採購相關的事宜。
- (2) Under the provisions of the Personal Data (Privacy) Ordinance (Cap.486), you have the right to request access to or correction of personal data. Written requests should be addressed to CIC.  
根據個人資料(私隱)條例(第486章), 你有權要求查閱和更改個人資料, 有關申請須以書面向本議會提出。
- (3) CIC will not be able to process and consider incomplete forms.  
如果資料有任何遺漏, 本議會將不能處理本表格事宜。

##### (ii) Declaration 聲明

- (1) I declare that all information given in this registration form is, to the best of my knowledge, accurate and complete. If any false information is given, the application is deemed to be invalid and I shall forfeit my right to submit quotations and tender.  
本人聲明本表格內所提供的一切資料, 依本人所知均屬真確, 並知道倘若虛報資料, 申請即屬無效, 且喪失其後落標資格。
- (2) I agree that if registered, I will conform to the regulations, terms and conditions set by the CIC.  
本人同意如本人註冊成為建造業議會之一般供應商, 當遵守建造業議會之工作守則。
- (3) I declare that our company as stated in this form shall uphold the highest ethical principles in relation to our procedures as well as having a corrupt free environment in rendering of goods and services to the CIC operations including compliance with all applicable laws and regulations, maintaining confidentiality where appropriate, adopt an open and fair competition, anti-bribery and corruption.  
本人聲明本申請書上的公司會在運作過程中堅守道德原則, 並在廉潔的環境下向建造業議會提供貨品及服務, 包括遵守所有適用法例及規則、保密原則、防賄法例、反貪法例, 以及維護公開公平的競爭。

I apply on behalf of the aforementioned company for inclusion in the CIC General Vendor List.

本人謹代表上述公司, 申請登記成為建造業議會一般供應商。



(Space for company chop)  
(公司印鑑)

Signature:

簽署: \_\_\_\_\_

Name in block letters:

姓名(正楷): \_\_\_\_\_

Designation:

職銜: \_\_\_\_\_

Date:

日期: \_\_\_\_\_

## Application Form for the Inclusion in the CIC General Vendor List

### 建造業議會一般供應商名單申請表 DOCUMENT CHECKLIST 文件核對表

Please enclosed the following items (請夾附以下文件) :

#### Type 1 - Supplier (類別一 - 供應商)

- Completed application form for inclusion in the CIC General Vendor List (Form PRO-01)  
已填妥建造業議會一般供應商登記申請書
- Copy of valid Business Registration Certificate  
有效的商業登記證文件副本
- Relevant product / service catalogue(s)  
有關產品 / 服務目錄

#### Type 2 - Construction Contractor (類別二 - 建築工程承辦商)

- Completed application form for inclusion in the CIC General Vendor List (Form PRO-01)  
已填妥建造業議會一般供應商登記申請書
- Copy of valid Business Registration Certificate  
有效的商業登記證文件副本
- Relevant product / service catalogue(s)  
有關產品 / 服務目錄
- Company profile  
公司簡介
- Past 2 years financial report  
最近兩年之財務報表
- Past 3 years relevant job reference with the contract amount under each selected item category(s)  
最近三年每個選定類別之相關工作參考及合同金額
- Relevant construction works licence(s)  
有關工程牌照
- Quality Assurance policy  
質量保證政策
- Health and Safety policy  
健康及安全政策
- Quality Management System certification(s) (if any)  
品質管理系統認證 (如有)
- Reference/ appreciate letter(s) (if any)  
參考/感謝信 (如有)

Note : Please put a "✓" in the box under each column to indicate that the document has been enclosed.

注意事項：請在欄內方格加上「✓」號以示已附上該文件。

**Tender Documents**  
for  
**Provision of Smoke Filters for Training Workstations**  
at Sheung Shui Campus Welding Workshop  
for  
the Construction Industry Council  
(Re-tender)

**Employer**

**Construction Industry Council (CIC)  
38/F, COS Centre,  
56 Tsun Yip Street,  
Kwun Tong, Kowloon,  
Hong Kong**

January 2025

**Provision of Smoke Filters for Training Workstations**  
**at Sheung Shui Campus Welding Workshop**  
**for**  
**the Construction Industry Council (Re-tender)**

List of Tender Documents

	<b>Page</b>
1. Conditions of Tender	CT-1
2. Appendices to Conditions of Tender	
Appendix A – Details for Technical Submission	CT-10
Appendix B – Standard Letter for Complying with Anti-Collusion Clause	CT-12
Appendix C – Form of Tender	CT-14
Appendix D – Fee Proposal	CT-16
Appendix E – Tender Evaluation Procedures and Criteria	CT-19
Appendix F – Reply Slip for Declining Bid	CT-22
3. Technical Specifications Document and its Annexes	TS-1 to TS-10
4. Memorandum of Agreement	MA-1 to MA-3
5. General Conditions of Employment	CE-1 to CE-26
6. CIC's General Conditions of Contract and Guidelines for Works or Services (2b) – CAR	9 Pages
7. Contractor's Safety Requirements	10 Pages
8. Guidelines On Work-Above-Ground Safety	21 Pages
9. Dynamic Risk Assessment Template for Contractor	2 Pages

Conditions of Tender  
for  
Provision of Smoke Filters for Training Workstations  
at Sheung Shui Campus Welding Workshop  
for  
the Construction Industry Council  
(Re-tender)

## **Table of Contents**

Clause	Page
1 Notes to Tenderers	CT - 2
2 Invitation	CT - 2
3 Tenderers' Response to CIC Enquiries	CT - 3
4 Completion of Tender	CT - 3
5 Tender Evaluation	CT - 7
6 Tenderer's Commitment	CT - 7
7 Amendments	CT - 7
8 Award of Contract	CT - 7
9 Rights to Exercise	CT - 8
10 Submitted Documents	CT - 8
11 Enquiries	CT - 9
APPENDIX A – Details for Technical Submission	CT - 10
APPENDIX B – Standard Letter for complying with Anti-Collusion Clause	CT - 12
APPENDIX C – Form of Tender	CT - 14
APPENDIX D – Fee Proposal	CT - 16
APPENDIX E – Tender Evaluation Procedures and Criteria	CT - 19
APPENDIX F – Reply Slip for Declining Bid	CT - 22

## 1 Notes to Tenderers

- 1.1 All tenderers shall read the instructions contained in this Conditions of Tender carefully prior to preparing their tender submissions. Any tender submission, which does not follow these instructions is deemed to be incomplete and may be disqualified.
- 1.2 The tender documents consist of:
- a) Conditions of Tender;
  - b) Appendices to Conditions of Tender;
  - c) Special Conditions of Tender;
  - d) Technical Specification and its Annexes;
  - e) Memorandum of Agreement;
  - f) General Conditions of Employment;
  - g) CIC's General Conditions of Contract and Guidelines for Works or Services (2b) – CAR;
  - h) Contractor's Safety Requirements;
  - i) Guidelines On Work-Above-Ground Safety; and
  - j) Dynamic Risk Assessment.

## 2 Invitation

- 2.1 Tenderers are invited by the Construction Industry Council (hereinafter referred to as the “CIC”) to submit proposal and bid for Provision of Smoke Filters for Training Workstations at Sheung Shui Campus Welding Workshop for the CIC (Re-tender). Further details are given in the **Technical Specification and its Annexes**.
- 2.2 The tender shall be submitted in accordance with the **Conditions of Tender**.
- 2.3 If the tender is accepted and the contract is awarded, the tender documents specified in Clause 1.2 above, the tender proposal submitted by the tenderer and other relevant contract correspondence as agreed by the tenderer and CIC will form part of the contract.

### 3 Tenderers' Response to CIC Enquiries

- 3.1 In the event that the CIC determines that clarification of any tender is necessary, it will advise the tenderer to supplement its tender. Unless otherwise specified in the request for clarification, the tenderer shall thereafter have **THREE (3)** working days to submit such requested information. Any clarification made shall be at the tenderer's own cost and expense.

### 4 Completion of Tender

- 4.1 The tenderer is required to submit all information specified in **Appendix A** of the Conditions of Tender with his tender. In addition, the tenderer shall submit with his tender a duly signed and witnessed letter in the form set out in **Appendix B** of the Conditions of Tender. Should the tenderer fails to submit all information mentioned above with his tender, his tender may not be considered.
- 4.2 If CIC's participation is required, the tenderer should clearly state the details and the expected resources, skills, level of participation, responsibilities, and duration.
- 4.3 The tenderer shall state in his proposals the implementation plan of delivering the deliverables as described in the **Technical Specification and its Annexes**.
- 4.4 The tenderer must submit his offer in Hong Kong Dollars. **OFFERS SUBMITTED IN OTHER CURRENCIES SHALL NOT BE CONSIDERED.**
- a) The tenderer is required to submit the completed **Form of Tender as per Appendix C** of the Conditions of Tender.
- b) In addition, the tenderer is required to submit **the Fee Proposal** using the prescribed form provided in **Appendix D** of the Conditions of Tender. There shall be no adjustment for any price fluctuations; and
- c) The tenderer should ensure that the fee quoted is sufficient before submitting the tender. Under no circumstances will the CIC accept any change of quoted lump sum fee on the ground that a mistake has been made in the tender price.
- 4.5 A two-envelope approach is adopted for tender submission, i.e. the tenderers should submit all information specified in **Appendix A** of the Condition of Tender, and the letter annexed in **Appendix B** and mentioned in Clause 4.28 of the Conditions of Tender (collectively known as "technical proposal") in one envelope and the completed Form of Tender using the prescribed form provided in **Appendix C** of the Conditions of Tender and the Fee Proposal using the prescribed form provided in **Appendix D** of the Conditions of Tender (collectively known as "fee proposal") in a separate envelope. Failure to do so



will render the tender void.

- 4.6 The tenderer shall submit **ONE (1)** hard copy and corresponding files in electronic form (e.g. in MS Word / MS Excel / PDF format) stored in an electronic medium (eg: USB / CD-ROM / DVD-ROM) of the technical proposal in a sealed envelope marked “Technical Proposal” and **ONE (1)** hard copy of the fee proposal in a separate sealed envelope marked “Fee Proposal” clearly indicating the tenderer’s name and tender title. In the event of discrepancies between original and electronic versions of the Tender Submission, the former shall prevail.
- 4.7 Tender should be submitted to the Tender Box of CIC at **G/F, Hong Kong Institute of Construction - Kowloon Bay Campus, 44 Tai Yip Street, Kowloon Bay, Kowloon, Hong Kong by 12:00 noon on 21 February 2025.** Late submission will NOT be considered. Failure to do so shall render the tender void.
- 4.8 In the event that a Typhoon Signal No. 8 or above or Black Rainstorm Warning is hoisted on the tender closing date, the tender closing time will be postponed to 12:00 noon on the following working day.
- 4.9 The CIC will not reimburse any cost incurred by tenderers for the preparation and submission of the tender.
- 4.10 The CIC may reject a tender which in CIC’s opinion is unreasonably low in terms of price and may therefore affect the tenderer’s capability in carrying out and complete the services and delivering the deliverables in accordance with the **Technical Specification and its Annexes.**
- 4.11 Any amendments to the rates offered must be signed by the person who signs the tender. Failure to do so will render the tender null and void.
- 4.12 Unless otherwise stated, tenders shall be valid for 120 days from the specified closing date. If no letter of acceptance or order is placed within the validity period of the offer, the tenderer may assume that the offer has not been accepted.
- 4.13 This is an invitation to offer. The CIC is not bound to accept the lowest tender or the highest combined scores under the technical and fee proposal or any tender.
- 4.14 The CIC reserves the right to negotiate with any or all tenderer(s) on the terms of the tender.
- 4.15 Tenderer should ascertain the prices quoted are sufficient before submitting his tender. Under no circumstances will the Employer accept any request for price adjustment due to any mistake made in the tender prices.
- 4.16 The CIC shall have the right, in its absolute discretion, to disclose to any person and for any purpose, any information submitted to the CIC as part of the tender or otherwise in connection with the awarded contract, without further notification to the successful tenderer. In submitting the tender, the tenderer irrevocably consents to such disclosure.

- 4.17 In the event that a tenderer discovering a genuine error in his tender after it has been deposited, he may in writing draw attention to the error and submit amendment which may be accepted, provided that the amendment has been deposited on or before the closing time fixed for the receipt of tenders.
- 4.18 The CIC will not consider prices missing in Unit Rate, Total Value and Total Amount. The Unit Rate will be used should the Total Value and / or Total Amount have any discrepancy with the Unit Rate. No adjustment will be made for fluctuations in salaries, material prices and exchange rates of currencies.
- 4.19 Should examination of a tender reveal errors of such magnitude as in the opinion of the CIC would involve the tenderer in serious loss then the nature and amount of such errors will be communicated to the tenderer and he will be asked to confirm in writing that he is prepared to abide by his tender.
- 4.20 The tenderer shall be required to check the numbers of the pages of the tender documents against the page numbers given in the contents. If the tenderer finds any missing, in duplicate or indistinct, he must inform the CIC at once and have the same rectified.
- 4.21 Should the tenderer for any reason whatsoever be in doubt as to the precise meaning of any item or description, he must inform the CIC in order that correct meaning may be decided before the date for submission of tender.
- 4.22 *(Not Used)*
- 4.23 No liability will be admitted, nor claim allowed in respect of errors in the tenderer's tender due to mistakes in the tender documents which should have been rectified in the manner described above.
- 4.24 Tenderer shall be deemed to be in possession of a valid business registration certificate and, if necessary, be registered with the relevant authority authorizing him to carry out the works described in the tender documents.
- 4.25 Tenderer shall comply with the CIC's General Conditions of Contract and Guidelines for Works or Services. The tender price shall deem to be included all cost incurred.
- 4.26 Any qualification of tender or of the tender documents may cause the tender to be disqualified.
- 4.27 No unauthorized alteration or erasure to the text of the tender documents will be permitted. Any tender containing such alteration or erasure may not be considered.
- 4.28 The tenderer shall strictly comply with the following anti-collusion clause:
- (1) (a) Subject to sub-clause (2) of this Clause, the tenderer shall not communicate to any person other than the CIC the amount of the tender price or any part thereof until the tenderer is notified by the CIC of the outcome of the tender exercise.

(b) Further to paragraph (a) of this sub-clause, the tenderer shall not fix the amount of the tender price or any part thereof by arrangement with any other person, make any arrangement with any person about whether or not he or that other person will or will not submit a tender or otherwise collude with any person in any manner whatsoever in the tendering process.

(c) Any breach of or non-compliance with this sub-clause by the tenderer shall, without affecting the tenderer's liability for such breach or non-compliance, invalidate his tender.

(2) Sub-clause (1)(a) of this Clause shall have no application to the tenderer's communications in strict confidence with:

(a) his own insurers or brokers to obtain an insurance quotation for computation of tender price;

(b) his consultants or sub-contractors to solicit their assistance in preparation of tender submission; and

(c) his bankers in relation to financial resources for the Contract

(3) The tenderer shall submit with his tender a duly signed and witnessed letter in the form set out in **Appendix B** of the Conditions of Tender. The signatory to the letter shall be a person authorized to sign CIC contracts on the tenderer's behalf.

(4) The tenderer shall indemnify and keep indemnified the CIC against all losses, damages, costs or expenses arising out of or in relation to any breach of or non-compliance with sub-clause (1) of this Clause by the tenderer, including but not limited to additional costs due to price escalation, costs and expenses of re-tendering and other costs incurred.

4.29 The tenderer shall not and shall ensure that his agents and employees shall not give or offer any advantages as defined under the Prevention of Bribery Ordinance to any agent or employee of CIC. Any breach of the clause by the tenderer shall, without affecting the tenderer's liability for such breach, invalidate his tender.

4.30 The invited tenderer who has decided to decline the bid shall return the Reply Slip for Declining Bid provided in **Appendix F** of the Conditions of Tender.

## **5 Tender Evaluation**

- 5.1 Tenderers shall note that their tender proposals, presentations and responses to CIC's queries in connection with the tender will be assessed in accordance with **the tender evaluation procedures and criteria** specified in **Appendix E** of the Conditions of Tender.

## **6 Tenderer's Commitment**

- 6.1 All information and responses from the tenderer must be submitted in writing. The relevant provisions of this invitation to tender and such documents so submitted shall be the representation of the tenderer and may be incorporated into and made part of the Contract between the CIC and the successful tenderer.
- 6.2 The CIC reserves the right to disqualify any tender that directly or indirectly attempts to preclude or limit the effect of the requirements as mentioned on the Technical Specification and its Annexes.
- 6.3 Tender shall remain valid and open for acceptance for **120 days** after the tender closing date.

## **7 Amendments**

- 7.1 The CIC reserves the right to amend or withdraw the Technical Specification and its Annexes before acceptance of a tender.
- 7.2 The CIC may issue Tender Addendum and / or Replies to Tender Queries no later than SEVEN (7) days before tender closing if CIC found it necessary.

## **8 Award of Contract**

- 8.1 The successful tenderer will receive a letter of acceptance as an official notification of acceptance. Unless and until a formal contract agreement is prepared and executed, this letter of acceptance together with the tender submission shall constitute a binding contract between the successful tenderer and the CIC. Tenderers who do not receive any notification within the validity period of their offer shall assume that their tenders have not been accepted.

- 8.2 The CIC reserves the right of not awarding the contract after receipt of submissions by the tenderer.
- 8.3 In order to ensure the fairness of the tender process, all answers to tender queries / tender clarifications and tender addendums will be uploaded to CIC's website. All tenderers have to take note of this arrangement. Any claim for extension of time or additional payment due to ignorance of this clause shall not be entertained by the CIC.

## **9 Rights to Exercise**

- 9.1 The CIC may, at any time during the contract period by notice of writing, direct the Contractor to alter, amend, omit, add to, or otherwise vary any of the work items stated in the Contract and/or works required as specified by the CIC, and the Contractor shall carry out such variations. The contract sum will be adjusted all in accordance with the relevant provisions specified else in the tender documents and/or works required as specified by the CIC.

## **10 Submitted Documents**

- 10.1 All submitted documents will not be returned.

## **11 Enquiries**

- 11.1 In case the tenderer has any tender enquiries or/ and tender clarification queries, he should submit in writing to the procurement department with details as below:-

Ms Ruby WONG  
Assistant Manager - Procurement  
Construction Industry Council  
38/F, COS Centre,  
56 Tsun Yip Street, Kwun Tong,  
Kowloon, Hong Kong

Tel : (852) 2100-9420  
Fax: (852) 2100-9439  
Email: [rubywong@cic.hk](mailto:rubywong@cic.hk)

## **APPENDIX A – Details for Technical Submission**

**To be included  
in  
Technical Proposal**

The Tenderer is required to provide all details as described in the technical submission therein.

### **1 Tenderer's Background, Resource and Experience**

#### **1.1 Section I: Experience and Technical Resource of Tenderer**

- 1.1.1 Proof to show the tenderer is the authorized agent of the proposed brand new Smoke Filtering Devices for Welding in Hong Kong;
- 1.1.2 The Curriculum Vitae (CV) of erection staff and repair and maintenance staff who responsible for the erection and plant repair and maintenance of the proposed brand new Smoke Filtering Devices for Welding;
- 1.1.3 Performance pledge for (i) availability of spare parts & (ii) turn around time for repair and maintenance.

#### **1.2 Section II: Tenderer's Proposal**

- 1.2.1 Sufficiency of the proposed Smoke Filtering Devices in meeting the specified technical requirements as stipulated in Technical Specifications Document and its annexes.
- 1.2.2 The number of brand new Smoke Filtering Devices of the proposed brand delivered to Hong Kong in the past 5 years.

## 2 Documents and Information to be submitted for the Technical

### Proposal

2.1 The tenderer is required to provide the following documents and information in the technical submission as described in the tender documents:

<u>Particulars</u>	<u>Reference</u>
<b>Technical Proposal</b>	
1. Proof to show the tender is a authorized agent of the proposed Smoke Filtering Devices.	Conditions of Tender, Appendix A Clause 1.1.1 [Technical Proposal]
2. The Curriculum Vitae (CV) of repair and maintenance staff responsible for plant repair and maintenance of the proposed brand new Smoke Filtering Devices.	Conditions of Tender, Appendix A Clause 1.1.2 [Technical Proposal]
3. Performance pledge for (i) availability of spare parts & (ii) turn around time for repair and maintenance.	Conditions of Tender, Appendix A Clause 1.1.3 [Technical Proposal]
4. Sufficiency of the proposed Smoke Filtering Devices in meeting the specified technical requirements as stipulated in Technical Specifications Document and its annexes.	Conditions of Tender, Appendix A Clause 1.2.1 [Technical Proposal]
5. The number of brand new Smoke Filtering Devices of the proposed brand delivered to Hong Kong in the past 5 years	Conditions of Tender, Appendix A Clause 1.2.2 [Technical Proposal]
6. Standard Letter for complying with Anti-Collusion Clause.	Conditions of Tender, Appendix B [Technical Proposal]
7. Technical Specifications	Technical Specifications [Technical Proposal]
8. A duly signed CIC's General Conditions of Contract and Guidelines for Works or Services (2b)-CAR.	CIC's General Conditions of Contract and Guidelines for Works or Services (2b)-CAR. [Technical Proposal]

**Note:** The tenderer is required to submit all information specified in Appendix A of the Conditions of Tender with his tender. In addition, the tenderer shall submit with his tender a duly signed and witnessed letter in the form set out in Appendix B of the Conditions of Tender. Should the tenderer fails to submit all information mentioned above with his tender, his tender may not be considered.

“Please be reminded that NO COMMERCIAL OR COST INFORMATION SHALL BE INCLUDED IN TECHNICAL SUBMISSION. You are reminded that should any commercial or cost information be included in this Technical Submission, you may be disqualified from this Tender.”



## **APPENDIX B – Standard Letter for complying with Anti-Collusion Clause**

To: Construction Industry Council (CIC)

Date:

**To be included  
in  
Technical Proposal**

Dear Sir/Madam,

Tender Ref: \_\_\_\_\_ (584) in P/AE/PUR/AGC

Provision of Smoke Filters for Training Workstations at

Tender Title: Sheung Shui Campus Welding Workshop for the CIC (Re-tender)

\*[I/We], [( \_\_\_\_\_ )] of  
name of the tenderer

( \_\_\_\_\_ )<sup>1</sup>,  
address of the tenderer

refer to \*[my/our] tender for the above Contract.

\*[I/We] confirm that, before \*[I/We] sign this letter, \*[I/We] have read and fully understand this letter and the anti-collusion clause in Conditions of Tender Clause 4.28.

\*[I/We] represent and warrant that in relation to the tender for the above Contract:

- (i) \*[I/We], other than the Expected Communications referred to in the last paragraph of this letter, have not communicated and will not communicate to any person other than the CIC the amount of the tender price or any part thereof until \*[I/We] have been notified by the CIC of the outcome of the tender exercise;
- (ii) \*[I/We] have not fixed and will not fix the amount of the tender price or any part thereof by arrangement with any person;
- (iii) \*[I/We] have not made and will not make any arrangement with any person as to whether \*[I/We] or that other person will or will not submit a tender; and

- (iv) \*[I/We] have not otherwise colluded and will not otherwise collude with any person in any manner whatsoever in the tendering process.

\*[I/We] shall indemnify and keep indemnified the CIC against all losses, damages, costs or expenses arising out of or in relation to any breach of any of the representations and/or warranties above, including but not limited to damages for delay, costs and expenses of re-tendering and other costs incurred.

In this letter, the expression “Expected Communications” means \*[my/our] communications in strict confidence with:

- (i) \*[my/our] own insurers or brokers to obtain an insurance quotation for computation of tender price;
- (ii) \*[my/our] consultants or sub-contractors to solicit their assistance in preparation of tender submission; and
- (iii) \*[my/our] bankers in relation to financial resources for the Contract.

Signed for and on behalf of [ \_\_\_\_\_ ]  
name of the tenderer

by [ \_\_\_\_\_ ]  
name and position of the signatory

\_\_\_\_\_  
Name of Witness: \_\_\_\_\_

Signature of Witness: \_\_\_\_\_

Occupation: \_\_\_\_\_

Note:

\* Delete as appropriate

1. Where the tenderer comprises two or more persons or companies acting in partnership, joint venture or otherwise, this part in square brackets should be expanded to include the respective names and addresses of such persons or as the case may be companies.

2. Where the tenderer comprises two or more persons or companies acting in partnership, joint venture or otherwise, all such persons or as the case may be companies must sign. The signatory for each of such persons or companies shall be a person authorised to sign CIC contracts on behalf of that person or as the case may be company.

**APPENDIX C – Form of Tender**

**To be included  
in  
Fee Proposal**

FORM OF TENDER  
FOR  
PROVISION OF SMOKE FILTERS FOR TRAINING WORKSTATIONS  
AT SHEUNG SHUI CAMPUS WELDING WORKSHOP  
FOR  
THE CONSTRUCTION INDUSTRY COUNCIL (RE-TENDER)

**To: Construction Industry Council  
38/F, COS Centre,  
56 Tsun Yip Street,  
Kwun Tong, Kowloon,  
Hong Kong**

Dear Sirs,

1. Having examined the Conditions of Tender, Appendices to Conditions of Tender, Special Conditions of Tender, Technical Specifications Document and its annexes, Memorandum of Agreement, General Conditions of Employment, CIC's General Conditions of Contract and Guidelines for Works or Services (2b-CAR), Contractor's Safety Requirements, Guidelines On Work-Above-Ground Safety and Dynamic Risk Assessment thereto for the execution of the above named Services, we offer to execute and complete the whole of the said Services in conformity with the said Conditions of Tender, Appendices to Conditions of Tender, Special Conditions of Tender, Technical Specifications Document and its annexes, Memorandum of Agreement, General Conditions of Employment, CIC's General Conditions of Contract and Guidelines for Works or Services (2b-CAR), Contractor's Safety Requirements, Guidelines On Work-Above-Ground Safety and Dynamic Risk Assessment and the tender proposals submitted herewith within \_\_\_\_\_ Calendar Days including Sundays and Public Holidays from the date of contract awarded and for the sum of \_\_\_\_\_ Hong Kong Dollars.....  
.....(HK\$.....)  
(not being subject to fluctuations in labour and material costs) or such sums as may be ascertained in accordance with the Conditions of Employment.
2. We agree to abide by this tender and not to withdraw it for a period of 120 days from the date fixed for receiving it and including that date and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

3. Unless and until a formal agreement is prepared and executed, this tender together with your written acceptance thereof subject to the provisions of Clause 2 hereof shall constitute a binding Contract between us.
4. We understand that you are not bound to accept the lowest or any tender you may receive.

Signature \_\_\_\_\_

In the capacity of \_\_\_\_\_

Duly authorized to sign tenders for and on behalf of \* \_\_\_\_\_

Registered Address of the Firm

\_\_\_\_\_

Date \_\_\_\_\_

Witness \_\_\_\_\_

Address

\_\_\_\_\_

Occupation

\_\_\_\_\_

Date \_\_\_\_\_

Business Registration Certification No. \_\_\_\_\_

Name of Partner(s)

Residential Address of Partner(s)

\* In the cases of a (a) Limited Company or (b) Partnership or unincorporated body, (a) the name of the Company or (b) the name(s) of the partner(s) must be inserted in the space provided above.

**APPENDIX D – Fee Proposal**

**To be included  
in  
Fee Proposal**

FEE PROPOSAL  
FOR THE  
PROVISION OF SMOKE FILTERS FOR TRAINING WORKSTATIONS AT  
SHEUNG SHUI CAMPUS WELDING WORKSHOP  
FOR THE  
CONSTRUCTION INDUSTRY COUNCIL (RE-TENDER)

---

The Contractor shall be paid a Lump Sum fee of HK\$\_\_\_\_\_ for the provision of all services and all expenses incurred in connection with the carrying out and satisfactory completion of the Assignment as detailed in the Technical Specification and its Annexes.

Upon receipt and acceptance of the Deliverables for each Payment State / Date by the CIC with satisfaction and upon the submission of invoices to the CIC by the Contractor, the Contractor shall be paid in accordance with following payment schedule within 30 days of the receipt of the invoices subject to verification of the invoice.

Pricing Schedule for the Supply of One Set of Brand New Smoke Filtering Devices  
for the Construction Industry Council:

Table 1 - Detailed breakdown of tender price

Item	Description	Description of Deliverables	Unit Price	Amount (HK\$)
1	Provision of the Filtering Devices	<ul style="list-style-type: none"> <li>• According to the requirements stated in the Technical Specifications Document and its annexes, total quantity needed: _____</li> <li>• Total cost for all required filtering devices based on the number of workstations.</li> </ul> <p>The total amount includes, but is not limited to, the following items:</p> <ul style="list-style-type: none"> <li>• Costs associated with the transportation of filtering devices from the supplier to the welding workshop.</li> <li>• Any handling or logistics fees associated with the safe delivery of the devices.</li> <li>• Costs for storage of the devices before delivery, if the devices need to be stored temporarily.</li> </ul> <p>-Warranty and Support:</p> <ul style="list-style-type: none"> <li>• Costs associated with warranty coverage for the filtering devices.</li> <li>• Any additional support or service agreements for the devices post-installation.</li> </ul>		
		<b>Total :</b>		

Upon receipt and acceptance of the Deliverables for each Payment Stage/ Date by the CIC with satisfaction and upon the submission of invoices to the CIC by the Contractor, the Contractor shall be paid in accordance with the following payment schedule within 30 days of the receipt of the invoices subject to verification of the invoice.

The percentages of payment do not imply or indicate the relative or absolute amount of resources and expenses to be spent by the Contractor to produce the concerned deliverables and to complete the tasks and services. The payment schedule is as follows:-

<b>Deliverable No.</b>	<b>Deliverable Description</b>	<b>Completion Date</b>	<b>Payment Schedule (%)</b>
1	Delivery of the Devices in Phase I	End of 9 weeks after Project Commencement	40%
2	Delivery of the Devices in Phase II	End of 13 weeks after Project Commencement	50%
3	Completion of System Maintenance	End of 52 weeks after Delivery of the Devices in Phase II	10%
		<b>Total</b>	<b>100%</b>

Name of Company : \_\_\_\_\_

Signature of Person Authorized to Sign for the Proposal\* : \_\_\_\_\_

(with company chop)

Address \_\_\_\_\_

Tel No.: \_\_\_\_\_ Fax No. \_\_\_\_\_

Email: \_\_\_\_\_ Date: \_\_\_\_\_

\* If the tender is submitted by a Joint Venture, all participants in the Joint Venture must sign the Fee Proposal.

## **APPENDIX E – Tender Evaluation Procedures and Criteria**

### **1. INTRODUCTION**

- 1.1 A two-envelope approach is adopted for tender submission, i.e. Tenderer should submit the technical proposal including all information specified in Appendix A of the Conditions of Tender and the letter annexed in Appendix B and mentioned in Clause 4.28 of the Conditions of Tender in one envelope and the fee proposal comprising the completed Form of Tender using the prescribed form provided in Appendix C of the Conditions of Tender and the Fee Proposal using the prescribed form provided in Appendix D of the Conditions of Tender in a separate envelope. Fee proposal would only be opened after the technical assessment is completed subject to Clause 1.4 below.
- 1.2 A marking scheme as described below will be used for evaluating the tenders. Tender proposals shall be evaluated based on two separate aspects, namely the technical assessment and the fee assessment.
- 1.3 The pre-determined weights for technical and fee assessments are 30% and 70% respectively.
- 1.4 If the technical assessment mark in Table 1 below is less than 50% of the maximum marks, the tender proposal will be rejected and will NOT be further assessed, and its fee proposal envelope will NOT be opened.
- 1.5 The rejected tender proposal will NOT be included in the weighted technical assessment score formula in Clause 2.2 and the weighted fee assessment score formula in Clause 3.2 below. The CIC reserves its right to cancel this tender exercise and re-tender thereof without further notice to the tenderer.
- 1.6 An assessment panel will be established for tender evaluation. The proposal received will be evaluated in accordance with the requirements in this Appendix.

### **2. TECHNICAL EVALUATION**

- 2.1 Detailed evaluation of the technical proposal including all information specified in Appendix A of the Conditions of Tender shall be made in accordance with the assessment criteria described in Table 1.



Table 1 – Technical assessment marking scheme

Assessment Criteria	Assessed Marks (%)	Maximum Marks (%)
Assessment will be based on the following criteria:-		
1. Tenderer is an authorized agent of the proposed brand new Smoke Filtering Devices in Hong Kong.		10%
2. The Curriculum Vitae (CV) of repair and maintenance staff responsible for plant repair and maintenance of the proposed brand new Smoke Filtering Devices.		10%
3. Performance pledge for (i) availability of spare parts & (ii) turnaround time for repair and maintenance.		10%
4. Compliance of the proposed brand new Smoke Filtering Devices in meeting the specified technical requirement as stipulated in Technical Specification. ➤ MUST have a tick “✓” on the item marked with “⊙” (40%) ➤ Others (10%)		50%
5. The number of brand new Smoke Filtering Devices of the proposed brand delivered to Hong Kong in the past 5 years.		10%
6. Tenderer’s Performance in CIC’s Past Projects.		10%
<b>Total:</b>		<b>100%</b>

2.2 The weighted technical assessment score of a tender shall be determined in accordance with the following formula:

$$30 \times \frac{\text{Technical assessment mark of the subject tender}}{\text{Highest technical assessment mark of all tenders}}$$

### **3. FEE EVALUATION**

- 3.1 Tender fee for evaluation shall be the lump sum quoted in Appendix D – Fee Proposal of the Conditions of Tender.
- 3.2 The weighted fee assessment score of the tender proposal shall be worked out in accordance with the following formula:

$$70 \times \frac{\text{Lowest total lump sum fee of all tenders}}{\text{Total lump sum fee of the subject tenders}}$$

### **4. CALCULATION OF COMBINED SCORES**

- 4.1 The combined assessment score of a tender proposal shall be the sum of the weighted technical assessment score (Cl.2.2) and the weighted fee assessment score (Cl.3.2).

## APPENDIX F – Reply Slip for Declining Bid

With reference to your tender invitation (Tender Reference: (584) in P/AE/PUR/AGC, Closing Date: 21 February 2025), I/we regret that I am/we are unable to bid due to the following reason(s):

*(Please tick against the box(es) where applicable)*

- Inadequate time to prepare tender proposal. Suggested timeframe for proposal preparation: \_\_\_\_\_ days
- Invitation document contains insufficient details.  
Suggested supplementary details: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- Work scope too broad. Would you consider bidding if the work scope is reduced?  
 Yes  
 No  
Or which part(s) of the work scope shall be reduced to facilitate your consideration in bidding (please specify)? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- Work scope too narrow. Would you consider bidding if the work scope is broadened?  
 Yes  
 No  
Or what supplementary details shall be added to facilitate your consideration in bidding (please specify)? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- Not interested in this type of service.
- Working at full capacity at the moment.

- Work scope beyond firm's / organisation's expectation.
- Cannot meet project time schedule. Suggested timeframe for the project:  
\_\_\_\_\_ months
- Requirements / Specifications too restrictive.
- Others (please specify): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature : \_\_\_\_\_

Full Name of Contact Person : \_\_\_\_\_

Position : \_\_\_\_\_

Name of Company : \_\_\_\_\_

Telephone No. : \_\_\_\_\_

Fax No. : \_\_\_\_\_

E-mail : \_\_\_\_\_

Date : \_\_\_\_\_

Note:

- 1) Please return the completed reply slip to E-mail: [rubywong@cic.hk](mailto:rubywong@cic.hk) or fax no: 2100 9439 no later than 12:00 p.m. on 21 February 2025.
- 2) Please contact Ms. Ruby WONG at Tele: 2100 9420 or E-mail: [rubywong@cic.hk](mailto:rubywong@cic.hk) for any enquiry.

**Technical Specifications**  
**of**  
**Provision of Smoke Filters for Training Workstations**  
**at Sheung Shui Campus Welding Workshop**  
**for**  
**the Construction Industry Council**  
**(Re-tender)**

January 2025

© 2025 Construction Industry Council

The contents of this document remain the property of the CIC, and may not be reproduced in whole or in part without the expressed permission of the CIC.

**Technical Specifications**  
**Provision of Smoke Filters for Training Workstations**  
**at Sheung Shui Campus Welding Workshop for**  
**the Construction Industry Council**  
**(Re-tender)**

**Table of Contents**

	<b>Page</b>
1. Background	TS - 2
2. Project Objectives	TS - 3
3. Technical Specifications	TS - 3
Annexes:	
Annex A-C – Tender Drawing	TS – 8

## **1. Background**

The project aims to address the increasing usage and the inadequacy of the current filtering system at the welding workshop in Sheung Shui Campus (SSC) of Construction Industry Council (CIC).

- 1.1 Due to the growing demand for welding courses, the existing system, which has been in use for many years, is no longer effective in removing particulates generated during welding.
- 1.2 Tests conducted on the air quality of the workshop revealed several deficiencies in the current system, including low filtration efficiency, insufficient airflow, and high maintenance costs.
- 1.3 This impacts the air quality of the teaching environment, increases operational costs, and maintenance burdens (such as the need to provide filtered masks for students and staff). There is an urgent need to replace the old system with a new, high-efficiency air filtration system to meet the current demands of the welding courses and improve the overall air quality in the workshop. This upgrade will enhance the teaching quality and student learning experience, reflecting the academy's commitment to health and safety.
- 1.4 As a result, the CIC has decided to engage an external contractor ('Contractor') to provide services for the acquisition and installation of the new high-efficiency air filtering devices in each training workstations of the welding workshop at SSC.

## 2. Project Objectives

The objective of this project is to tender, purchase, and install a new air filtering device for training workstations of the welding workshop at SSC. The new devices must meet specific technical criteria, including:

- 2.1 A filtration efficiency of MERV 16 or higher.
- 2.2 An airflow capacity of at least 600 cubic feet per minute (CFM).
- 2.3 Flexible extraction arms of no less than 10 feet in length.

## 3. Technical Specifications

- 3.1 Provision of Welding Smoke Filtering Devices for workstations in the welding workshop at Sheung Shui Campas of Hong Kong Institute of Construction.
- 3.2 The Smoke filtering devices should be specifically designed to filter welding smoke, ensuring a safe and clean working environment in fixed workstation settings. The devices must effectively capture and remove hazardous welding fumes to maintain air quality and comply with workplace safety standards.
- 3.3 There are a total of 74 welding workstations in the SSC welding workshop, arranged in clusters (refer to Annex A-C, Tender Drawing). If a single filtering device meets the specified extraction and filtration requirements for multiple workstations, it can be used for more than one workstation, thereby reducing the total number of devices needed. Tenderer shall provide the full installation layout graph for the filtering device arrangement.
- 3.4 The devices are to be installed on top of the workstations (refer to Annex A-C, Tender Drawing). Therefore, the weight limit of each device must be adhered to.



3.5 Tenderer is required to complete the table in the following page. Tenderer MUST have a tick " ✓ " on the items marked with "⊙". Failure to comply any one of the items marked with "⊙" will render their tender void and will not be considered by the CIC.

3.6 Tenderer is required to read through the Technical Specifications below carefully and inserted a tick " ✓ " to indicate that they have checked those items. Tenderer will lose marks for the part of technical assessment if they fail to comply with any one of the items shown in the following table.

Item		Description	Checked & Complied with
1	⊙	Capable of extracting hazardous smoke generated during welding operations at the workstations. It should be done by adjustable extraction arms.	<input type="checkbox"/>
2	⊙	Filtration Function: Capable of filtering the extracted hazardous smoke before releasing them.	<input type="checkbox"/>
3	⊙	The filter must possess a Minimum Efficiency Reporting Value (MERV) of 16 or higher. This rating should align with the ANSI/ASHRAE Standard 52.2-2017, indicating the filter's capability to capture at least: <ul style="list-style-type: none"> <li>- 95% of airborne particles in the size range of 0.3 to 1.0 μm</li> <li>- 95% of particles in the size range of 1.0 to 3.0 μm</li> <li>- 95% of particles in the size range of 3.0 to 10.0 μm</li> </ul>	<input type="checkbox"/>
4	⊙	The device must deliver an airflow of at least 500 cubic feet per minute (CFM). The high airflow capacity ensures efficient removal of welding fumes from the work area, thereby maintaining optimal air quality. The areas of the workstations in the workshop are about 50 ft <sup>2</sup> & the height is about 10 ft. Assuming number of air changes per hour (ACH) is 60, the minimum CFM is about 500 CFM.	<input type="checkbox"/>

5	☉	The system must include flexible extraction arms, with a minimum length of 10 feet. These arms should be designed for durability and flexibility, providing extended reach and adaptability to cover various workstation configurations effectively. The arms must be capable of being positioned precisely to capture fumes directly at the source.	<input type="checkbox"/>
6	☉	The fan must operate between 220V ~ 230V, 1 Phase, 50Hz. Total power consumption must not exceed 16A. The fan should provide an unrestricted airflow of at least 1200 CFM, ensuring effective air extraction and filtration. The fan must feature self-cleaning concave blades to maintain high efficiency and reduce maintenance needs.	<input type="checkbox"/>
7	☉	The system must include an integrated spark arrestor to prevent fire hazards. The spark arrestor should capture and extinguish sparks before they enter the filter, ensuring the safety of the workspace.	<input type="checkbox"/>
8		The filter must have an automatic cleaning system to reduce maintenance and prolong filter life. This feature ensures that the filter maintains its performance over time, minimizing the need for manual intervention and reducing operational downtime.	<input type="checkbox"/>
9		The device should have dimensions not exceeding 1 meter x 1 meter x 1 meter, making it suitable for installation in space-constrained environments.	<input type="checkbox"/>
10	☉	The total weight of the system should be less than 150 kg, facilitating easier installation and handling by maintenance personnel.	<input type="checkbox"/>
11		Differential Pressure Gauge: The system must include a differential pressure gauge to alert users when the filters need to be cleaned or replaced. This feature helps maintain optimal filter performance and ensures timely maintenance.	<input type="checkbox"/>

12		Front-Loading Filters: The filters should be designed for front-loading to allow easy access and maintenance. This design simplifies filter replacement and cleaning processes.	<input type="checkbox"/>
13		Tool-less Access Door: The filter access door must allow for quick, tool-less filter changes, reducing maintenance time and effort.	<input type="checkbox"/>
14	☉	Safety and Performance Compliance: The equipment must comply with all relevant safety and performance standards to ensure reliable operation in industrial settings. Adherence to proper installation, operation, and maintenance guidelines is crucial for maintaining safety and efficiency.	<input type="checkbox"/>
15	☉	OSHA and ACGIH Compliance: The system should help employers maintain occupational exposure levels below the applicable OSHA Permissible Exposure Limits (PEL) and ACGIH Threshold Limit Values (TLV) when used as designed.	<input type="checkbox"/>
16	☉	Tenderer shall provide the full installation layout graph for the filtering device arrangement.	<input type="checkbox"/>

3.7 The devices should be delivered in TWO phases:

- i. Phase 1: 50% of the total quantity within two months from the commencement of the contract.
- ii. Phase 2: Remaining 50% within three months from the commencement of the contract.

3.8 Ongoing technical support and service must be available to assist with troubleshooting and maintenance.

3.9 Delivery Location of the Devices: Construction Industry Council, Sheung Shui Campus. Address: 1 Fung Nam Road, Sheung Shui, New Territories, Hong Kong.

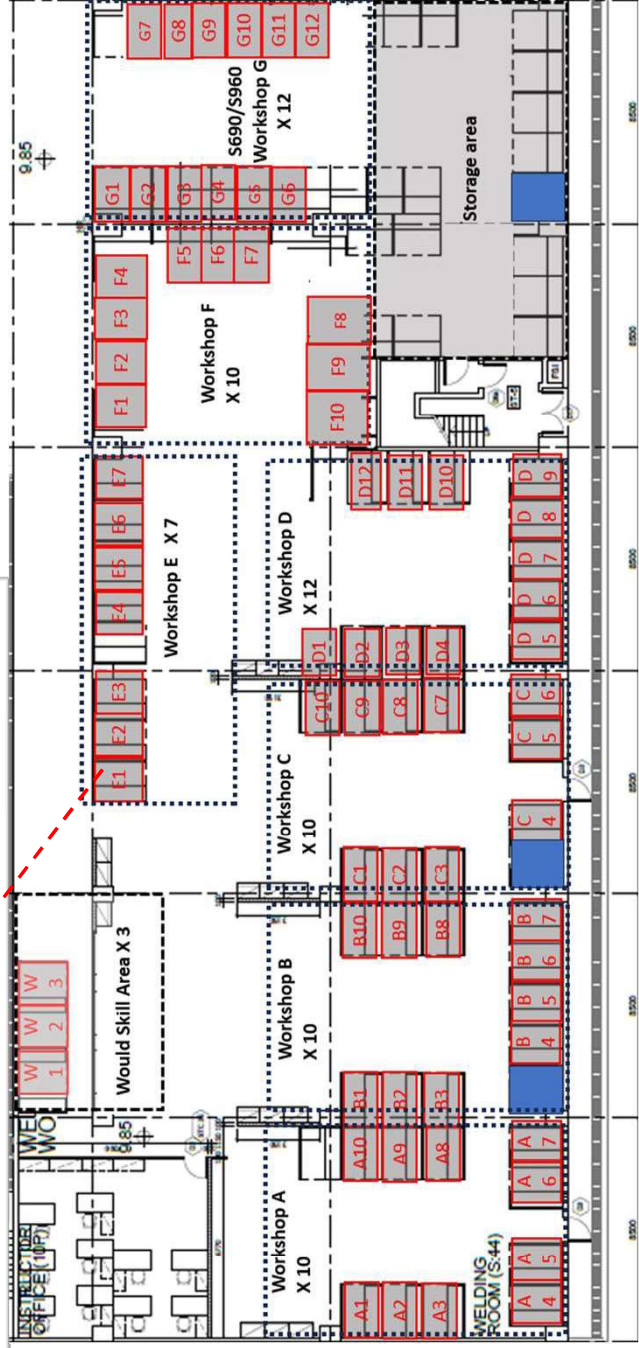
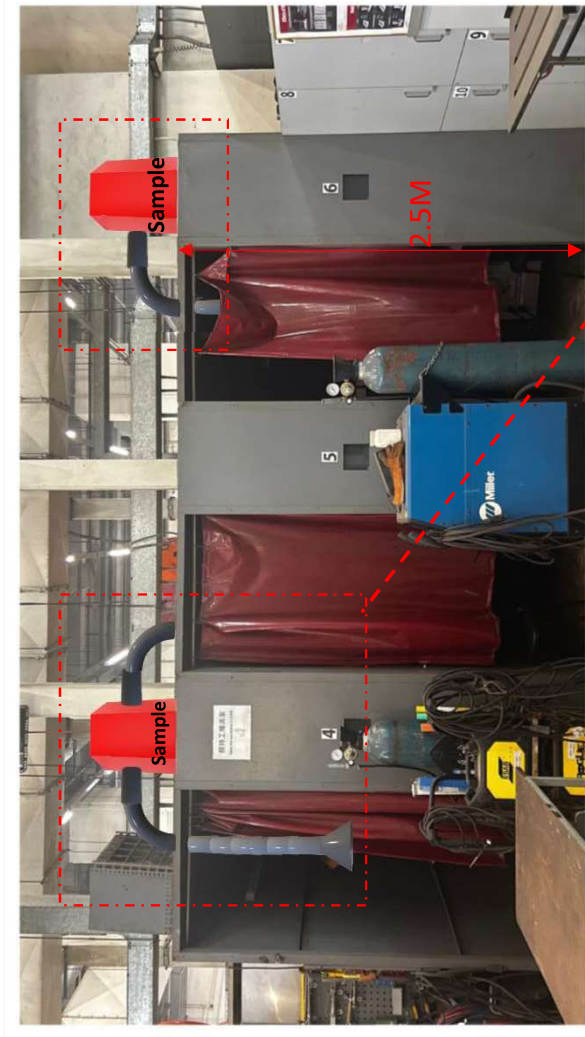
Name of Company : \_\_\_\_\_

Signature of Person Authorized  
to Sign for the Proposal\* : \_\_\_\_\_

(with company chop)

Date : \_\_\_\_\_







**Memorandum of Agreement**

**of**

**Provision of Smoke Filters for Training Workstations**

**at Sheung Shui Campus Welding Workshop**

**for**

**the Construction Industry Council**

**(Re-tender)**

January 2025

© 2025 Construction Industry Council

The contents of this document remain the property of the CIC, and may not be reproduced in whole or in part without the expressed permission of the CIC.



**To be Signed by a Contractor**

**MEMORANDUM OF AGREEMENT**

MEMORANDUM OF AGREEMENT made on the \_\_\_\_\_ day of \_\_\_\_\_  
2014 BETWEEN THE CONSTRUCTION INDUSTRY COUNCIL of<sup>1</sup> \_\_\_\_\_  
\_\_\_\_\_ (hereinafter called “the Employer”)

of the one part and<sup>2</sup> \_\_\_\_\_  
\_\_\_\_\_ of<sup>3</sup> \_\_\_\_\_

(hereinafter called “the Contractor”) of the other part WHEREAS the Employer requires the Contractor to execute, complete and maintain the whole of the said works in respect of Provision of Smoke Filters for Training Workstations at Sheung Shui Campus Welding Workshop for the Employer (hereinafter called “the Assignment”) and details of which are set out in the Technical Specifications Document annexed hereto AND WHEREAS the Consultant has agreed to complete the works in accordance with the Technical Specifications Document, Conditions of Employment annexed hereto (hereinafter referred to as “the Conditions”), and subject to the payment to him by the Employer of the fees and other payments set out in the Fee Proposal and the Conditions annexed hereto.

NOW THEREFORE IT IS AGREED AS FOLLOWS :-

1. This Agreement shall comprise :-
  - (a) Conditions of Tender and Appendices;
  - (b) Form of Tender;
  - (c) CIC s General Conditions of Contract and Guidelines for Works or Services (2b-CAR);
  - (d) Technical Specifications and its Annexes;
  - (e) Technical Proposal and Fee Proposal;
  - (f) General Conditions of Employment;
  - (g) Contractor's Safety Requirements;;
  - (h) Guidelines on Work-Above-Ground Safety; and
  - (i) Dynamic Risk Assessment Template for Contractor;all of which are annexed hereto.

2. The Director for the purposes of this Agreement shall be<sup>4</sup> \_\_\_\_\_  
\_\_\_\_\_

3. In consideration of the payments made at the times and in the manner set forth in the Agreement by the Employer, the Contractor hereby jointly and severally<sup>5</sup> undertakes to perform and complete the said works subject to and in accordance with the Agreement.

IN WITNESS this Agreement has been executed as a deed on the date first above written

SIGNED for and on behalf of )  
the Employer by <sup>6</sup> )  
)  
)

in the presence of  
Signature, name and address

(a) SIGNED for and on behalf of )  
the Contractor by <sup>7</sup> )  
)  
)

in the presence of  
Signature, name and address

**OR**

(b) SIGNED for and on behalf of and as )  
lawful attorney for <sup>2</sup> )  
under power of )  
attorney dated )  
By )

in the presence of  
Signature, name and address

**OR**

(c) SIGNED on behalf of the Contractor by <sup>8</sup>  
)  
)  
)  
)

in the presence of  
Signature, name and address

**NOTES:** (for preparation of but not inclusion in the engrossment of the Memorandum of Agreement)

Case (a) is for use where the Contractor executes the Assignment.

Case (b) is for use where the Contractor executes through an attorney.

Case (c) is for use where the Contractor comprises a partnership or consortium. As regards the attestation clause, each member forming the partnership or consortium just executes.

- 1 Insert the address for service of documents.
- 2 Insert the name of the Contractor.
- 3 Insert the address of the Contractor.
- 4 Insert the post title.
- 5 Delete “jointly and severally” where cases (a) or (b) apply. Initial the deletion by the signatories of the Memorandum of Agreement.
- 6 Insert the name and appointment of the officer.
- 7 Insert the name(s) and capacity of the person(s) (usually the Directors of the Contractor) executing the Agreement for the Contractor. The person’s authority to execute the Agreement for the Contractor is prescribed in the Memorandum of Association of the Contractor.
- 8 Insert the names of the partners.

**General Conditions of Employment**  
**of**  
**Provision of Smoke Filters for Training Workstations**  
**at Sheung Shui Campus Welding Workshop**  
**for**  
**the Construction Industry Council**  
**(Re-tender)**

January 2025

© 2025 Construction Industry Council

The contents of this document remain the property of the CIC, and may not be reproduced in whole or in part without the expressed permission of the CIC.

## **Table of Contents**

<i><b>Clause</b></i>	<i><b>Page</b></i>
1 Definitions .....	CE-4
2 Singular and Plural .....	CE-5
3 Marginal Headings.....	CE-5
4 Laws.....	CE-5
5 Interpretation.....	CE-5
6 Memorandum of Agreement.....	CE-5
7 Documents Mutually Explanatory.....	CE-5
8 Use of English Language and Metric Units .....	CE-5
9 Confidentiality .....	CE-6
10 Information to be supplied by the Employer.....	CE-6
11 Information to be supplied by the Contractors.....	CE-7
12 Retention of Documents and Audit Inspection.....	CE-7
13 Attendance at Meetings .....	CE-7
14 Facilities for Inspection .....	CE-7
15 Approval of Documents.....	CE-7
16 Delegation of Employer's Power.....	CE-8
17 Amendments to the Contract Conditions .....	CE-8
18 Written Approval .....	CE-8
19 Consultation.....	CE-8
20 Response to Queries .....	CE-8
21 Exclusive Ownership.....	CE-9
22 Care and Diligence .....	CE-9
23 Instruction and Procedure.....	CE-10
24 Approval for Variations and Claims .....	CE-10
25 Referral of Variations and Claims.....	CE-10

26	Programme to be Submitted and Agreed.....	CE-11
27	Payment .....	CE-11
28	Fees to be Inclusive .....	CE-11
29	Payment in Hong Kong Dollars.....	CE-12
30	Expenses incurred in currencies other than Hong Kong dollars (not used) .....	CE-12
31	Payment of Accounts .....	CE-12
32	Rendering of Accounts .....	CE-12
33	Payment for Additional Services .....	CE-12
34	Reduction of Lump Sum Fees .....	CE-13
35	Notifications and Payment for Delays.....	CE-13
36	Resident Site Staff (not used) .....	CE-14
37	Non-Assignment .....	CE-14
38	Employment and Replacement of sub-consultants / sub-contractors.....	CE-14
39	Liability of Contractor for acts and default of sub-consultants / sub-contractors.....	CE-15
40	Publicity relating to contract works (not used).....	CE-15
41	Suspension, resumption or termination .....	CE-15
42	Special Risks (not used).....	CE-16
43	Appeal to Employer.....	CE-16
44	Settlement of Disputes .....	CE-16
45	Prevention of Bribery .....	CE-17
46	Declaration of Interest .....	CE-17
47	Insurance.....	CE-18
48	Safety Precaution .....	CE-18
49	Avoidance of Nuisance and Making Good Working Areas.....	CE-18
50	Disclosure of Information.....	CE-19
51	Code of Conduct for Staff.....	CE-19

52	Probity.....	CE-20
53	Copyright .....	CE-20
54	Contractor’s Claims for Extras .....	CE-20
55	Commencement of the Works.....	CE-20
56	Time for Completion .....	CE-20
57	Liquidated Damages .....	CE-21
58	Completion of the Works.....	CE-21
59	Variations.....	CE-23
60	Valuation of Variations.....	CE-24
61	Rights of Third Parties.....	CE-26

**General Conditions of Employment for**  
**Provision of Smoke Filters for Training Workstations**  
**at Sheung Shui Campus Welding Workshop**  
**for the Construction Industry Council (Re-tender)**

## **1 Definitions**

In the Agreement as hereinafter defined the following words and expressions shall have the meaning hereby assigned to them except when the context otherwise requires:

“Agreement” means and includes the Memorandum of Agreement, Conditions of Employment for Provision of Smoke Filters for Training Workstations at Sheung Shui Campus Welding Workshop for the Construction Industry Council, the Technical Specifications Document and its Annexes, Fee Proposal and such other documents as may be referred to in the Memorandum of Agreement.

“Assignment” means that part of the Project undertaken by the Contractor as detailed in the Technical Specifications Document and its Annexes.

“Technical Specifications” means the document attached to the Memorandum of Agreement which describes the Project and sets out the details of the Assignment.

“Contractor” means the person, firm or company named in the Memorandum of Agreement and includes the Contractor’s permitted assignees.

“Deliverables” means all the reports, drawings, documents, software, certificates and other items described in the Technical Specifications Document and its Annexes which are to be produced by the Contractor under the Assignment.

“Director” means the person designated in the Memorandum of Agreement to act as the Director or such other person as may be appointed from time to time by the Employer and notified in writing to the Contractor to act as the Director for the purposes of this Agreement and the person so designated or appointed.

“Employer” means the Construction Industry Council.

“Employer’s Representative” means the Architect, Engineers, Quantity Surveyor, Safety Specialist appointed by the Construction Industry Council.

“Government” means the Government of the Hong Kong Special Administrative Region.

“Project” means the scheme described in the Technical Specifications



Document and its Annexes, of which the Assignment forms a part.

“Works” and “Services” means duties, work, services, surveys and investigations to be carried out and obligations to be fulfilled by the Contractor under this Agreement.

## **2 Singular and Plural**

Words and expressions in the singular include the plural and words and expressions in the plural include the singular where the context so implies.

## **3 Marginal Headings**

The index, marginal notes or headings in any documents forming part of the Agreement shall not in any way vary, limit or extend the interpretation of the Agreement.

## **4 Laws**

The Agreement shall be governed by and construed according to the laws for the time being in force in HKSAR.

## **5 Interpretation**

The Interpretation and General Clauses Ordinance shall apply to the Agreement.

## **6 Memorandum of Agreement**

The Contractor when called upon to do so shall enter into and execute a Memorandum of Agreement which shall be prepared at the cost of the Employer in the form annexed with such modifications as may be necessary.

## **7 Documents Mutually Explanatory**

- (A) Save to the extent that any Special Conditions of Employment provides to the contrary the provisions of the Conditions of Employment shall prevail over those of any other document forming part of the Agreement.
- (B) Subject to sub-clause (A) of this Clause the several documents forming the Agreement are to be taken as mutually explanatory of one another but in the case of ambiguities and discrepancies the same shall be explained and adjusted by the Employer.

## **8 Use of English Language and Metric Units**

All the correspondence in connection with this Agreement shall be in English. All

Deliverables shall be in English and metric units shall be used throughout, unless otherwise stated in the Technical Specifications Document or approved by the Employer and its representative.

## **9 Confidentiality**

- (A) Save for the performance of the Services the Contractor shall not disclose the terms and conditions of this Agreement or any information, specifications, documents, drawing, plan, software, data or particulars furnished by or on behalf of the Employer and its representative in connection therewith, to any person other than a person employed or engaged by the Contractor in carrying out this Assignment or any approved sub-consultants / sub-contractors or the Contractor's legal and insurance advisers.
- (B) Any disclosure to any person, sub-consultants / sub-contractors or advisers permitted under sub-clause (A) of this Clause shall be in strict confidence and shall extend only so far as may be necessary for the purpose of this Agreement and the Contractor shall take all necessary measures to ensure the confidentiality of any such disclosure.
- (C) The Contractor shall not without the prior written consent of the Director and its representative which approval shall not be unreasonably withheld publish, either alone or in conjunction with any other person, in any newspaper, magazine, or periodical, any article, photograph or illustration relating to this Agreement.
- (D) If the Contractor has provided the Employer and its representative with documents and information which he has declared in writing to be confidential and stamped accordingly whether in relation to his practice or special circumstances or for other good causes, unless the Director within two months of receipt of such information by notice in writing disagrees, then that information will be treated as confidential. The Employer and its representative shall not permit the disclosure of such confidential information to third parties without the written consent of the Contractor.

## **10 Information to be supplied by the Employer**

The Employer shall keep the Contractor informed on such matters as may appear to him to affect the performance of the Services and shall give such assistance, approvals, and decisions in writing as and when they shall reasonably be required for the performance of the Services.

## **11 Information to be supplied by the Contractors**

The Contractor shall keep the Employer and its representative informed on all matters related to the Assignment within the knowledge of the Contractor including details of all staff employed by them in the performance of the Services and shall answer all reasonable enquiries received from the Employer and its representative and render reports at reasonable intervals when asked to do so and shall assist the Employer and its representative to form an opinion as to the manner in which they are proceeding with the Assignment.

## **12 Retention of Documents and Audit Inspection**

- (A) For a period of 2 years commencing with the completion of any works contract, supervision of which is part of the Services, the Contractor shall retain and provide spaces for that purpose all his records, data, accounts and other information in respect of the services.
- (B) The Contractor shall give assistance to Employer for the purpose of audit inspection to inspect such records, data, accounts and other information whatsoever and shall answer queries or supply information reasonably requested by such personnel in pursuance of such audit inspection.

## **13 Attendance at Meetings**

The Contractor shall, if reasonably possible, attend or be represented at all meetings convened by the Employer to which he may be summoned and shall advise and assist the Director and the Employer and its representative on all matters relating to the Services.

## **14 Facilities for Inspection**

The Contractor shall at all time give to the Director, Employer and its representative and any persons duly authorized by him reasonable facilities to inspect or view the documents, records and correspondence in his possession relevant to this Agreement.

## **15 Approval of Documents**

- (A) The Contractor shall, when so requested by the Employer and its representative, submit to him for his approval such record, data, account or other documents, matters or things prepared by them as a direct requirement of the Assignment as he may specify or require.
- (B) No such approval shall affect the responsibility of the Contractor in

connection with the Services.

## **16 Delegation of Employer's Power**

The Contractor shall take instructions and directions and, where appropriate, receive the Employer's decisions and views only through the Employer and, subject to any limitations imposed by the Employer in any letter of authority granted by him, such other person to whom the Employer may delegate his powers.

## **17 Amendments to the Contract Conditions**

- (A) The Employer shall make any changes to the Contract Conditions which he considers necessary or desirable for the successful completion of the Assignment or the Project.
- (B) Any queries on, or suggestions for amendments to the Contract Conditions shall be referred to the Employer for his clarification or instructions regarding further action.

## **18 Written Approval**

The Contractor shall obtain the written approval of the Employer prior to entering into any commitment to expenditure for which there is provision for reimbursement under the Fee Proposal.

## **19 Consultation**

The Contractor shall, as may be necessary for the successful completion of the Assignment, consult all authorities, or who may be appointed by the Employer in connection with the Assignment and bodies or persons affected by the Assignment.

## **20 Response to Queries**

- (A) The Contractor shall respond to queries on the findings and conclusions of this Assignment raised during the period defined in the Technical Specifications Document for such queries by the Employer or by any Contractor who may be appointed by the Employer for the subsequent stage of the Project.
- (B) The Contractor shall use his best endeavours to respond to queries on the findings and conclusions of this Assignment raised after the period defined in the Technical Specifications Document for such queries by the Employer or any person who may be appointed by the Employer or nominated by the Employer.

## **21 Exclusive Ownership**

The Employer shall become the exclusive owner of all Deliverables, save those Deliverables under licence or those Deliverables in respect of which there is a pre-existing copyright or patent, supplied or produced by, for or on behalf of the Contractor under this Agreement. The liability of the Contractor in respect of the Employer's use of such Deliverables shall be limited to liabilities arising from uses contemplated under this Agreement or expressly agreed to in writing by the Contractor. The Employer hereby:

- (i) Indemnifies the Contractor against all claims, damages, losses or expenses suffered by the Employer; and
- (ii) Agrees to indemnify the Contractor against all claims, made by third parties against the Contractor;

arise out of or in connection with a use by the Employer of any Deliverable which use was not contemplated under this Agreement or not expressly agreed to in writing by the Contractor.

## **22 Care and Diligence**

- (A) The Contractor shall exercise all reasonable professional skill, care and diligence in the performance of all and singular the Services and, in so far as his duties are discretionary, shall act fairly between the Employer and any third party.
- (B) The Contractor shall, in respect of any work done or information supplied by or on behalf of the Employer, report to the Employer any errors, omissions and shortcomings of whatsoever nature of which the Contractor becomes aware in the performance of the Services.
- (C) The Contractor shall indemnify and keep indemnified the Employer against all claims, damages, losses or expenses arising out of or resulting from any negligence in or about the conduct of and performance by the Contractor, his servants or agents, of the Services.
- (D) In the event of any errors or omissions for which the Contractor is responsible and as a result of which the re-execution of the Services is required, the Contractor shall, without relieving any liability and obligation under the Agreement, at his own cost re-execute such Services to the satisfaction of the Employer.

## **23 Instruction and Procedure**

The Contractor shall comply with all reasonable instructions of the Director or the Employer and its representative. The Employer and its representative shall issue to the Contractor general instructions on procedure and shall supply such additional information as may be required.

## **24 Approval for Variations and Claims**

The Contractor shall obtain prior approval in writing of the Employer and its representative to the order of a variation to the contract works or to the commitment otherwise of the Employer and its representative to expenditure under the works contract other than in respect of claims, if the value of such order or commitment is estimated to exceed the sum specified in the Technical Specifications Document, or if not specified in the Technical Specifications Document, as advised in writing by the Employer and its representative. With the exception that in emergencies such prior approval shall not be required, provided that the order or other commitment is essential and that it is impractical to seek the prior approval of the Employer and its representative.

## **25 Referral of Variations and Claims**

(A) Notwithstanding the requirements of Clause 24 the Contractor shall:

- (i) refer the details of every variation to the Contract Works under any such Works Contract, including the reasons for it and its estimated value, to the Employer and its representative for information as soon as the variation is ordered.
- (ii) as soon as the value of a variation to the Contract Works has been determined, refer the details of the evaluation to the Employer and its representative for information.
- (iii) report to the Employer and its representative all claims for additional payment made by the Contractor and, except for those solely in respect of agreement of rates, refer the principles underlying their assessment of each claim, to enable the Employer and its representative to provide its view of the matter before the Contractor reaches a decision; and
- (iv) report to the Employer and its representative all delays to the progress of the Contract Works and, except for those delays solely in respect of inclement weather conditions, refer his assessment of granting of

extension of time for completion, if any, to enable the Employer and its representative to provide its view of the matter before the Contractor reach a decision.

(B) The foregoing referrals and reporting to the Employer and its representative shall be in writing.

## **26 Programme to be Submitted and Agreed**

- (A) The Contractor may propose changes to some or all of the key dates specified in the Technical Specifications Document for incorporation into the draft programme prepared under sub-clause (B) of this Clause. If any of such proposed changes are agreed by the Employer and its representative, who may impose conditions on his agreement, the corresponding key dates shall be changed and the changed dates incorporated into the draft programme.
- (B) The Contractor shall submit a draft programme which shall be in accordance with the requirements of the Technical Specifications Document and shall incorporate the key dates specified in the Technical Specifications Document, including any changes agreed under sub-clause (A) of this Clause. The Employer and its representative shall either agree the draft programme or instruct the Contractor to submit a revised draft programme which he shall do.
- (C) If the Employer and its representative does not agree the revised draft programme submitted under sub-clause (B) of this Clause, he shall issue an instruction under Clause 23 to the Contractor.
- (D) When the Employer and its representative has agreed the draft programme or the revised draft programme submitted under sub-clause (B) of this Clause or such other draft programme as may result from sub-clause (C) of this Clause, the agreed draft programme or revised draft programme shall become the Agreed Programme for carrying out the Assignment and shall be amended only with the approval of the Employer and its representative.

## **27 Payment**

Payments under this Agreement shall be made in accordance with the Fee Proposal.

## **28 Fees to be Inclusive**

Unless provided otherwise, the fees quoted in the Fee Proposal shall be inclusive of all labour, materials and expenses incurred in the performance of the Services.

## **29 Payment in Hong Kong Dollars**

Unless provided otherwise, payments shall be made in Hong Kong dollars.

## **30 Expenses incurred in currencies other than Hong Kong dollars (not used)**

*Not used.*

## **31 Payment of Accounts**

- (A) Except as provided for in sub-clause (B) of this Clause accounts of all money due from the Employer to the Contractor in accordance with this Agreement shall be paid within 30 days after receipt and verification of the Contractor's invoice by the Employer. In the event of failure by the Employer to make payment to the Contractor in compliance with the provisions of this Clause the Employer shall pay to the Contractor interest at the judgment debt rate prescribed from time to time by the Rules of the Supreme Court (Chapter 4 of the Laws of Hong Kong) (interpreted in accordance with the Hong Kong Reunification Ordinance) upon any overdue payment from the date on which the same should have been made.
- (B) If any item or part of an item of an account rendered by the Contractor is reasonably disputed or reasonably subject to question by the Employer and its representative, the Employer shall within 30 days after receipt of the invoice by the Employer inform the Contractor in writing of all items under dispute or subject to question. Payment by the Employer of the remainder of that account shall not be withheld on such grounds and the provisions of sub-clause (A) of this Clause shall apply to such remainder.

## **32 Rendering of Accounts**

The Contractor shall render his accounts for interim payments in accordance with the Fee Proposal.

## **33 Payment for Additional Services**

The Contractor shall be entitled to payment for the performance of any Services which he could not reasonably have anticipated at the time of entering into this Agreement resulting from:

- (i) explanations of adjustments made under sub-clause (B) of Clause 7;



- (ii) changes to the Technical Specifications Document made under sub-clause (A) of Clause 17;
- (iii) clarifications or instructions given under sub-clause (B) of Clause 17;  
and
- (iv) instructions given under Clause 23.

Provided that such Services are not attributable to default on the part of the Contractor.

### **34 Reduction of Lump Sum Fees**

If there shall be a reduction in the Services resulting from:

- (i) explanations or adjustment made under sub-clause (B) of Clause 7;
- (ii) changes to the Technical Specifications Document made under sub-clause (A) of Clause 17;
- (iii) clarifications or instructions given under sub-clause (B) of Clause 17;  
and
- (iv) instructions given under Clause 23;

then the Employer shall be entitled to a reduction in the lump sum fees in respect of such a reduction in the Services.

### **35 Notifications and Payment for Delays**

- (A) The Contractor shall not be entitled to payment in respect of any additional costs he incurs as a result of delays arising during the performance of the Services if the causes of delay which are the fault of neither party.
- (B) The Contractor shall notify the Employer when a delay arises and shall detail what in his opinion are the reasons for the delay, the consequences or likely consequences of the delay and any additional costs he has incurred or may incur.
- (C) The Contractor shall keep such contemporary records as may reasonably be necessary to support any claim for payment under this Clause and shall give to the Employer and its representative details of the records being kept in

respect thereof. Without necessarily admitting the Employer's liability, the Employer and its representative may require the Contractor to keep and agree with the Employer any additional contemporary records as are reasonable and may in the opinion of the Employer be material to the claim. The Contractor shall permit the Employer and its representative to inspect all records kept pursuant to this Clause and shall supply copies thereof as and when the Employer and its representative so requires.

- (D) After the giving of a notice of delay to the Employer and its representative under sub-clause (B) of this Clause, the Contractor shall, as soon as is reasonable, send to the Employer and its representative a first interim account giving full and detailed particulars of the circumstances giving rise to the delay and any additional costs he incurred. Thereafter at such intervals as the Employer and its representative may reasonably require, the Contractor shall send to the Employer and its representative further up-to-date accounts giving the accumulated total of the additional costs and any further full and detailed particulars in relation thereto.
- (E) If the Contractor fails to comply with the provisions of sub-clause (B) of this Clause in respect of any claim, such claim shall not be considered.
- (F) If the Contractor fails to comply with the provisions of sub-clauses (C) or (D) of this Clause in respect of any claim, the Employer and its representative may consider such claim only to the extent that the Employer and its representative is able on the information made available.
- (G) The Contractor shall take all reasonable steps to mitigate the costs which may be incurred as a result of the delays.

### **36 Resident Site Staff (not used)**

*Not used.*

### **37 Non-Assignment**

The Contractor shall not have the right to assign or transfer the benefit and obligations of this Agreement or any part thereof.

### **38 Employment and Replacement of sub-consultants / sub-contractors**

The Contractor shall obtain the prior written approval of the Employer to:

- (i) the appointment of sub-consultants / sub-contractors to undertake any part of the Services; and
- (ii) the replacement of any sub-consultants / sub-contractors appointed under sub-clause (i) of this Clause.

### **39 Liability of Contractor for acts and default of sub-consultants / sub-contractors**

The appointment of sub-consultants / sub-contractors to undertake any part of the Services shall not relieve the Contractor from any liability or obligation under this Agreement and he shall be responsible for the acts, default and neglects of any sub-consultants / sub-contractors, his agents, servants or workmen as fully as if they were the acts, default and neglects of the Contractor, his agents, servants or workmen.

### **40 Publicity relating to contract works (not used)**

*Not used.*

### **41 Suspension, resumption or termination**

- (A) This Agreement may be suspended or terminated by the Employer at any time, by the Employer giving the Contractor one months' notice in writing.
- (B) On suspension or termination, the Contractor shall be paid all fees and expenses commensurate with the Services performed by them up to the date of suspension or termination less all fees and expenses previously paid to the Contractor. The Contractor has the obligations to stop work immediately but in an orderly manner and do deliver to the Employer documents in its control relating to the Project. The Employer shall not be liable for any loss of profits and other losses incurred by the Contractor as a result of termination or suspension. The Employer reserves its right to claim for loss and damages against the Contractor as a result of termination of his contract including re-nominating the others to carry out and complete the remaining items. In case the payment balance is insufficient to cover the actual loss being suffered by the Employer, the Contractor has to reimburse the same accordingly.
- (C) In the event of suspension or termination the Contractor shall be entitled to reimbursement of the actual cost of or an amount in fair compensation for any financial commitment or obligation outstanding after the giving of the notice of suspension or termination which he has properly incurred in

accordance with this Agreement prior to the giving of the notice of suspension or termination.

- (D) The payments referred to in sub-clauses (B) and (C) of this Clause shall be deemed in full and final payment for the Services up to the date of suspension or termination. The Contractor shall be entitled to such payments only if the suspension or termination is not attributable to default on the part of the Contractor.
- (E) In the event of suspension and subsequent resumption of this Agreement the Contractor shall be reimbursed any expenses necessarily incurred as a result of such resumption.
- (F) If this Agreement is resumed any payment of fees under this Clause except in respect of abortive work that has to be re-done shall rank as payment on account towards the fees payable under this Agreement.
- (G) Should this Agreement continue to be suspended for a period of more than two years then either:
  - (i) it shall be terminated upon the written notice of either party; or
  - (ii) it may be renegotiated with the agreement of both parties.

#### **42 Special Risks (not used)**

*Not used.*

#### **43 Appeal to Employer**

The Contractor shall have the right to appeal to the Employer against any instruction or decision of the Employer's Representative, Director and its representative which he considers to be unreasonable.

#### **44 Settlement of Disputes**

- (A) If any dispute or difference of any kind whatsoever shall arise between the Employer and the Contractor in connection with or arising out of this Agreement, either party shall be entitled to refer the dispute or difference to the Employer Delegates and the partner or director of the Contractor, who shall meet within 21 days of such matter being referred to them.
- (B) If the dispute or difference cannot be resolved within 2 months of a meeting

under sub-clause (A) of this Clause or upon written agreement that the dispute or difference cannot be resolved, either the Employer or the Contractor may at any time thereafter request that the matter be referred to mediation in accordance with and subject to the Hong Kong International Arbitration Centre Mediation Rules or any modification thereof for the time being in force.

- (C) If the matter cannot be resolved by mediation, or if either the Employer or the Contractor do not wish the matter to be referred to mediation then either the Employer or the Contractor may within the time specified herein require that the matter shall be referred to arbitration in accordance with and subject to the provisions of the Arbitration Ordinance (Chapter 609, Laws of Hong Kong) or any statutory modification thereof for the time being in force and any such reference shall be deemed to be a submission to arbitration within the meaning of such Ordinance. Any such reference to arbitration shall be made within 90 days of either the refusal to mediate, or the failure of the mediation.
- (D) The Hong Kong International Arbitration Centre Domestic Arbitration Rules shall apply to any arbitration instituted in accordance with this Clause unless the parties agree to the contrary.

#### **45 Prevention of Bribery**

The Contractor shall inform his employees who are engaged either directly or indirectly on the formulation and implementation of a project of the Construction Industry Council that the soliciting or accepting of an advantage as defined in the Prevention of Bribery Ordinance is not permitted. The Contractor shall also caution his employees against soliciting or accepting any excessive hospitality, entertainment or inducements which would impair his impartiality in relation to the projects of the Construction Industry Council.

#### **46 Declaration of Interest**

- (A) On appointment and during the currency of this Agreement, the Contractor must declare any interest if it is considered to be in real or apparent conflict with the Services. The Contractor shall not undertake any services, which could give rise to conflict of interest, except with the prior approval of the Employer which approval shall not be unreasonable withheld.
- (B) In any case, the Contractor or any of his associated companies shall not undertake any services for a Contractor in respect of a contract between that

Contractor and the Employer for which the Contractor is providing a service to the Employer.

#### **47 Insurance**

- (A) Without limiting his obligations and responsibilities nor his liability to indemnify the Employer under Clause 22 the Contractor shall, as from the date of commencement of this Agreement, and thereafter, maintain an insurance cover to meet any claims that may be made by the Employer in respect of any negligence in or about the conduct of and performance by the Contractor, his servants and agents of all and singular the Services.
- (B) In the event that through no fault of the Contractor it becomes impractical or unreasonable to maintain the said cover for the full period required by sub-clause (A) of this Clause, the Employer may approve alternative arrangements.
- (C) The foregoing insurance policy or policies shall be affected with an insurer (or insurers) and in terms acceptable to the Employer. Throughout the period of insurance the Contractor shall each year lodge with the Employer a certificate signed by and on behalf of the Contractor's insurers stating that the said policy or policies of insurance remain in force.
- (D) The amount of insurance cover as mentioned in sub-clause (A) of this Clause shall be a minimum of HK\$30 million.

#### **48 Safety Precaution**

The Contractor shall be responsible for taking all necessary steps in ensuring the safety of all persons and properties affected by the work stipulated under the Assignment in the vicinity of the works at all stages, whether or not they are engaged in the execution of the works.

#### **49 Avoidance of Nuisance and Making Good Working Areas**

- (A) All Contractor's operations shall be carried out in such a manner as to cause as little inconvenience as possible to residents, the public or the operation of construction sites. The Contractor shall be held responsible for any claim, which arises from non-compliance with this clause.
- (B) The Contractor shall take all reasonable care so as not to cause any damage to property or not to cause any nuisance. The Contractor shall indemnify the Employer against any claim arising from default of the Contractor in this

respect.

- (C) The Contractor shall confine his operations to the minimum areas required for the works and shall at all times work in a tidy and considerate manner. As soon as work has been completed for any location, the Contractor shall remove all debris resulting from his activities and make good any damage.

## **50 Disclosure of Information**

The Employer shall have the right to disclose to any person, whenever it considers appropriate or upon request by any third party (written or otherwise), and in such form and manner as it deems fit:

- (i) the fees, costs and expenses payable by the Employer for engaging the Contractor; and
- (ii) the fee proposal submitted by the Contractor.

## **51 Code of Conduct for Staff**

- (A) The Contractor shall explicitly prohibit his employees from soliciting or accepting any advantages as defined in the Prevention of Bribery Ordinance when providing service in relation to this Assignment.
- (B) The Contractor shall implement a system requiring his employees to declare to him any interest they or their immediate families may have, or any conflict between their personal interest and their official positions, in relation to this Assignment.
- (C) The Contractor shall prohibit his employees to take up any outside work or employment, which could create or potentially give rise to a conflict of interest situation in connection with this Assignment.
- (D) The Contractor shall take adequate measures to protect any confidential / privileged information entrusted or obtained in relation to this Assignment; and his employees must not disclose to a third party any such information without prior consent from the Employer.
- (E) The Contractor shall prohibit his employees from introducing or recommending, directly or indirectly, service providers (including contractors) to owners, tenants or occupiers of premises in buildings covered by this Assignment.

## **52 Probity**

The Contractor shall prohibit his employees, agents and sub-consultants / sub-contractors who are involved in this Contract from offering, soliciting or accepting any advantage as defined in the Prevention of Bribery Ordinance, Cap 201 when conducting business in connection with this Contract. Any such offence committed by the Contractor or his employee or agent will render the tender null and void. The Employer may also terminate the contract granted.

## **53 Copyright**

The copyright of all reports, documents, recommendations, Guidelines, Alerts and any other information prepared or collected by the Contractor's team, and their employees and agents in the course of this Agreement shall be with the Employer. The Contractor shall not disclose any information in relation to this Consultancy to any third party without the written consent of the Employer.

## **54 Contractor's Claims for Extras**

- (A) The Contractor shall send to the Employer and its representative once in every month an account giving particulars (as full and detailed as possible) of all claims for any extension of contract period and / or additional expense to which the Contractor may consider himself entitled and of all extra or additional work contained in Contractor's instructions issued during the preceding month.
- (B) No consideration will be given to any claim for extension of contract period and / or payment for additional expense or extra or additional work which has not been made within a reasonable time to enable the circumstances and reasons for extensions or the additional expense to be ascertained and evaluated.

## **55 Commencement of the Works**

The Contractor shall commence the Works on the date for commencement of the Works as notified in writing by the Employer and its representative and shall proceed with the same with due diligence. The Contractor shall not commence the Works before the notified date for commencement.

## **56 Time for Completion**

- (A) The Works and any Section thereof shall be completed within the time or times stated in the Contract calculated from and including the date for



commencement notified by the Employer in accordance with Clause 55 or such extended time as may be determined in accordance with Clause 54.

- (B) General Holidays shall be included in the time for completion unless otherwise stated in the Contract.

## **57 Liquidated Damages**

- (A) If the Contractor fails to complete the Works or where the Works are divided into Sections any Section within the time for completion prescribed by Clause 56 or such extended time as may be granted in accordance with Clause 54, then the Employer shall be entitled to recover from the Contractor liquidated damages. The payment of such damages shall not relieve the Contractor from his obligations to complete the Works or from any other of his obligations under the Contract.
- (B) The liquidated damages shall be calculated using the rate per day prescribed in the Contract, either for the Works or for the relevant Section, whichever is applicable. Provided that, if the Employer and its representative certifies completion under Clause 58 of any part of the Works before completion of the Works or any part of any Section before the completion of the whole thereof, then the rate per day of liquidated damages for the Works or the relevant Section shall from the date of such certification be reduced in the proportion which the value of the part so certified bears to the value of the Works or the relevant Section, as applicable, both values as of the date of such certification shall be determined by the Employer and its representative.
- (C) The period for which liquidated damages shall be calculated shall be the number of days from the prescribed date for completion or any extension or revision thereof of the Works or the relevant Section until and including the certified date of completion.
- (D) All monies payable by the Contractor to the Employer pursuant to this Clause shall be paid as liquidated damages for delay and not as a penalty.

## **58 Completion of the Works**

- (A) When the Works have been substantially completed and have satisfactorily passed any final test that may be prescribed by the Contract, the Contractor may serve notice in writing to that effect to the Employer, accompanied by an undertaking to carry out any outstanding work during the Defects Liability Period, requesting the Employer and its representative to issue a

certificate of completion in respect of the Works. The Employer and its representative shall, within 21 days of the date of receipt of such notice either:

- (i) issue a certificate of completion stating the date on which, in the Employer and its representative's opinion, the Works were substantially completed in accordance with the Contract and the Defects Liability Period shall commence on the day following the date of completion stated in such certificate, or
  - (ii) give instructions in writing to the Contractor specifying all the work which, in the Employer and its representative's opinion, is required to be done by the Contractor before such certificate can be issued, in which case the Contractor shall not be permitted to make any further request for a certificate of completion and the provisions of sub-clause (B) of this Clause shall apply.
- (B) Notwithstanding the provisions of sub-clause (A) of this Clause, as soon as in the opinion of the Employer and its representative the Works have been substantially completed and satisfactorily passed any final test which may be prescribed by the Contract, the Employer and its representative shall issue a certificate of completion in respect of the Works and the Defects Liability Period shall commence on the day following the date of completion stated in such certificate.
- (C) The Contractor shall carry out any outstanding work as soon as practicable after the issue of the certificate of completion or as reasonably directed by the Employer and its representative and in any event before the expiry of the Defects Liability Period. The Contractor's obligation to provide, service and maintain site offices, latrines and the like, shall continue for as long as may be required by the Employer and its representative.
- (D) The provisions of sub-clauses (A), (B) and (C) of this Clause shall apply equally to any Section.
- (E) (i) The Employer and its representative shall give a certificate of completion in respect of any part of the Works which has been completed to the satisfaction of the Employer and is required by the Employer for permanent occupation or use before the completion of the Works or any Section.
- (ii) The Employer and its representative, following a written request from the

Contractor, may give a certificate of completion in respect of any substantial part of the Works which has been completed to the satisfaction of the Employer and its representative before the completion of the Works or any Section and is capable of permanent occupation and/or permanent use by the Employer.

- (iii) When a certificate of completion is given in respect of a part of the Works such part shall be considered as completed and the Defects Liability Period for such part shall commence on the day following the date of completion stated in such certificate.
- (F) Any certificate of completion given in accordance with this Clause in respect of any Section or part of the Works shall not be deemed to certify completion of any ground or surface requiring reinstatement unless the certificate shall expressly so state.

## **59 Variations**

- (A) The Employer and its representative may order in writing any Variation that is necessary for the completion of the Works or is in his opinion desirable for or to achieve the satisfactory completion and functioning of the Works. The Contractor shall forthwith carry out such Variation in accordance with the Employer and its representative's instruction.
- (B) No Variation ordered by the Employer shall in any way vitiate or invalidate the Contract but all such Variations shall be valued in accordance with Clause 60.
- (C) Any Variation ordered by the Employer and its representative may include a requirement for the Contractor to prepare and submit within 14 days of the Contractor receiving the Variation order, a lump sum quotation in writing for complying with the order.
- (D) (i) Notwithstanding sub-clause (C) of this Clause, prior to ordering a Variation, the Employer and its representative may request the Contractor to submit a lump sum quotation in writing within 14 days of receipt of such request, or within such other time as may be agreed between the Employer and its representative and the Contractor.
  - (ii) In the event that the Contractor is not subsequently instructed by the Employer and its representative to execute the Variation referred to in Clause 59(D)(i) above, the Contractor shall be entitled to any cost incurred

in the preparation of the lump sum quotation which cost shall be ascertained and certified by the Employer and its representative.

- (E) (i) The Contractor may propose a Variation by submitting in writing to the Employer and its representative a proposal together with sufficient details and justification to show that:
- (1) the time for construction of the Works can be reduced, and/or
  - (2) the future maintenance cost can be reduced, and/or
  - (3) the quality of design and/or the construction of the Works can be enhanced, and/or
  - (4) the Contract Sum can be reduced by the amount of the lump sum reduction that the Contractor can offer to the Employer, and
  - (5) in any event:
    - (1) the quality of the design or construction of the Works is not prejudiced, or
    - (2) the proposed Variation is in the interests of the Employer.
- (ii) The Employer shall within 28 days of receipt of the Contractor's proposed Variation and supporting detailed information under sub-clause (E)(i) of this Clause, or within such time as may be agreed between the Contractor and the Employer and its representative, but solely at the discretion of the Employer, confirm whether or not he agrees to the proposed Variation and, if so, order the Contractor in writing to carry out the proposed Variation under this sub-clause.
- (iii) No adjustment shall be made to the Contract Sum by virtue of this sub-clause except the reduction pursuant to sub-clause (E)(i)(4) of this Clause.

## **60 Valuation of Variations**

- (A) The Employer shall determine the sum (if any) which in his opinion shall be added to or deducted from the Contract Sum as a result of a Variation order given by the Employer and its representative under Clause 59 (other than a Variation ordered under sub-clause (E) of Clause 59) in accordance with the following principles:
- (1) by valuation in accordance with sub-clause (D) of this Clause, or
  - (2) by acceptance of a lump sum quotation prepared and submitted by the Contractor to the Employer and its representative in accordance with sub-clauses (E) and (F) of this Clause.
- (B) The valuation of any Variation ordered by the Employer in accordance with sub-clause (A) of Clause 59 shall include the cost (if any) of any disturbance to, or prolongation of both varied and unvaried work.

- (C) In the event of the Employer and its representative and the Contractor failing to reach agreement on any rate or price under the provisions of sub-clause (D) of this Clause, the Employer and its representative shall fix such rate or price as shall in his opinion be reasonable and notify the Contractor accordingly.
- (D) The Employer and its representative shall determine the value of a Variation as follows:
- (1) Any item of work omitted shall be valued at the rate or price set out in the Contract for such work or, in the absence of such a rate or price, at a rate or price agreed between the Employer and the Contractor.
  - (2) Any work carried out which is the same as or similar in character to and executed under the same or similar conditions and circumstances to any item of work priced in the Contract shall be valued at the rate or price set out in the Contract for such item of work.
  - (3) Any work carried out which is not the same as or similar in character to or is not executed under the same or similar conditions or circumstances to any item of work priced in the Contract shall be valued at a rate or price based on the rates or prices in the Contract so far as may be reasonable, failing which, at a rate or price agreed between the Employer and the Contractor.

Provided that if the nature or extent of any Variation ordered in accordance with sub-clause (A) of Clause 59 relative to the nature or extent of the Works or any part thereof shall be such that in the opinion of the Employer and its representative any rate or price contained in the Contract for any item of work is by reason of such Variation rendered unreasonable or inapplicable then a new rate or price shall be agreed between the Employer and its representative and the Contractor for that item, using the Contract rates or prices as the basis for determination and taking into account the provisions of sub-clause (B) of this Clause.

- (E) Any lump sum quotation submitted by the Contractor to the Employer in accordance with sub-clause (C) or (D) of Clause 59 shall indicate how the lump sum was calculated by showing separately full details of:
- (1) the cost of complying with the order,
  - (2) the cost of preparing the lump sum quotation,
  - (3) the cost (if any) of any disturbance to or prolongation of varied and unvaried work as a consequence of complying with the order, and
  - (4) such other information as will enable the Employer and its representative to evaluate the lump sum quotation.

- (F) The Employer and its representative shall notify the Contractor not later than 14 days from the receipt of any such lump sum quotation (or such other time as may be agreed between the Employer and its representative and the Contractor) whether or not it has been accepted. If accepted, the amount specified in the lump sum quotation, or otherwise agreed between the Employer and its representative and the Contractor, shall be the full sum to which the Contractor is entitled for complying with that order.
- (G) In the event that a lump sum quotation is submitted in accordance with sub-clause (C) or (D) of Clause 59 and the lump sum quotation is not accepted by the Employer and its representative, then the work ordered under sub-clause (A) of Clause 59 shall be valued in accordance with sub-clause (E) of this Clause.
- (H) The Contractor shall supply the Employer and its representative with any further information reasonably requested by the Employer within 14 days of the request to enable him to value any Variation ordered under sub-clause (A) of Clause 59.
- (I) The Employer shall within 28 days of the receipt of the information requested under sub-clause (H) of this Clause notify the Contractor of his valuation.

## **61 Rights of Third Parties**

Notwithstanding the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong), no one other than a party to this Contract will have any right to enforce any of the terms in this Contract.



## General Conditions of Contract and Guidelines for Works or Services

### **A. General Conditions of Contract**

1. "Contractor" means the person who enters into the contract with the Construction Industry Council or the person or service provider whose quotation has been accepted.
2. "Contract" means the Contract, purchase order or letter of acceptance herein including the contents of the Schedule and these general conditions.
3. The Works / Services and Variation
  - (a) The works to be undertaken or services to be performed under this Contract shall be as laid down in the Quotation and Special conditions (if any) and shall be carried out to the satisfaction of Construction Industry Council.
  - (b) The Contractor shall not extend the works / services beyond the requirements specified in the Schedule except as directed in writing by Construction Industry Council; but Construction Industry Council may, at any time during the Contract period by notice in writing direct the Contractor to alter, amend, omit, add to, or otherwise vary any of the works / services and/or the contract period, and the Contractor shall carry out such variations, and be bound by the same conditions, so far as are applicable, as though the said variations were stated in the Schedule.
  - (c) Where a variation has been made to this Contract the amount to be added to or deducted from the Contract price in accordance with that variation shall be determined in accordance with the discounted rates specified in the Schedule so far as the same may be applicable and where rates are not contained in the said Schedule, or are not applicable, such amount shall be such sum as is reasonable in the circumstances. In any circumstances, such amount should be subject to the approval of Construction Industry Council.
4. Assignment  
The Contractor shall not, without the written consent of Construction Industry Council, assign or otherwise transfer any part of this Contract, and the performance of this Contract by the Contractor shall be deemed to be personal to him.
5. Quality of Works / Services  
The works / services shall be as specified in the Schedule and shall fulfil all the conditions and terms of any drawings and specifications (if any) supplied to the Contractor.
6. Compliance with the laws of Hong Kong Special Administrative Region and Valid Licences  
The Contractor has to comply with all laws of Hong Kong Special Administrative Region. The Contractor shall not employ illegal workers or any person who are forbidden by the laws of Hong Kong Special Administrative Region or not entitled for whatever reasons to undertake any employment in Hong Kong Special Administrative Region in the execution of this Contract. The Contractor should hold valid licences when performing relevant works if required by law. If there is any breach of this clause, Construction Industry Council may terminate this Contract and the Contractor is not entitled to claim any compensation. The Contractor shall be liable for all financial loss or expenses necessarily incurred by Construction Industry Council as a result of the termination of this Contract.
7. Inspection, Rejection and Acceptance
  - (a) The Works undertaken or Services performed shall be subject to inspection by Construction Industry Council who may at its own discretion terminate this Contract or withhold payment unless the works / services have been undertaken / performed in accordance with the terms and conditions of this Contract and to the satisfaction of Construction Industry Council. Upon breach of any essential terms and conditions of this Contract by the Contractor, including but not limited to failure to comply with the performance requirements in accordance with the Schedule, Construction Industry Council shall have the right to reject unsatisfactory performance of the Works / Services and suspend payment until the defects have been rectified by the Contractor to the satisfaction of Construction Industry Council. Construction Industry Council reserves the right to claim against the Contractor for all related financial loss or expenses necessarily incurred by Construction Industry Council.
  - (b) Being notified in writing of the rejection of any works / services, the Contractor shall take immediate and necessary action to rectify such rejected Works / Services within reasonable time as agreed by Construction Industry Council.

- (c) If the Contractor shall fail to rectify such rejected works / services in accordance with item (b) above, Construction Industry Council may, without prejudice to any other rights and remedies available to Construction Industry Council, carry out and complete such works / services by its own resources or by other contractors. All costs and expenses whatsoever which may be incurred by Construction Industry Council thereof shall be recoverable in full from the Contractor forthwith.
- (d) The works undertaken or services performed in pursuance of this Contract shall not be deemed to have been accepted unless either:-
  - i. Construction Industry Council shall so certify; or
  - ii. The works / services are not rejected as being unsatisfactory within 21 working days after receiving the report of certification upon the execution of the work.

8. Payment for works / services

After the receipt of goods and provision of services or completion of works in accordance with the agreed terms and conditions and to the satisfaction of Construction Industry Council, Construction Industry Council will settle payment within 30 days after receiving and verifying the invoices.

9. Injury to Persons and Property and Indemnity

- (a) The Contractor shall be liable for, and shall indemnify Construction Industry Council against, any expense, liability, loss, claim or proceedings whatsoever arising under any statute or at common law in respect of personal injury to or the death of any person whomsoever arising out of or in the course of or caused by the carrying out of the works under the Contract, save to the extent that the same may be due to any act or neglect of Construction Industry Council or of any person for whom Construction Industry Council is responsible.
- (b) The Contractor shall be liable for, and shall indemnify Construction Industry Council against, any expense, liability, loss, claim or proceedings in respect of any injury or damage whatsoever to any property real or personal in so far as such injury or damage arises out of or in the course of or by reason of the carrying out of the works under the Contract, save to the extent that the same may be due to any act or neglect of Construction Industry Council or of any person for whom Construction Industry Council is responsible.

10. Employee's Compensation Insurance Policy ("EC policy")

- (a) Without prejudice to the Contractor's obligations, liabilities and responsibilities under the Contract and his obligation to insure by law, the Contractor shall at his own expenses warrant to take out and maintain an EC policy covering against all liabilities arising from any death, accident or injury to any workmen or other persons in the employment of the Contractor and any sub-contractor of any tier and Construction Industry Council shall not be liable for any damages or compensation in respect thereof. Such EC policy shall be maintained during the Contract period and for the whole of the time that such workmen or other persons are employed on the works including the Maintenance Period or Defects Liability Period (if applicable).
- (b) Before the commencement of works under the Contract, the Contractor shall, whenever required by Construction Industry Council, produce to Construction Industry Council a copy of the EC policy, joint name with Construction Industry Council (including Endorsements revised W338, W348, W204 and Waiver of Subrogation Clause against Construction Industry Council) which he is required to effect pursuant to item (a) above together with satisfactory proof of payment of the current premiums thereof.
- (c) If the Contractor shall fail to effect and maintain the EC policy or if the Contractor shall fail to provide any evidence thereof which he is required to by item (b), Construction Industry Council may at its own discretion terminate the Contract.
- (d) In the event of any of the Contractor's sub-contractors of any tier or employees or agents or the subcontractors' employees suffering any injury or death in the course of or arising out of this Contract and whether there be a claim for compensation or not, the Contractor shall within 7 working days give notice in writing of such injury or death to Construction Industry Council.

11. Contractors' All Risks Insurance Policy ("CAR")

- (a) Without limiting the obligations, liabilities and responsibilities of the Contractor under the Contract, Construction Industry Council has effected, with insurers of Construction Industry Council's choice, for the benefit inter alia of Construction Industry Council, the Contractor and his sub-contractors of any tier and other direct specialist contractors a CAR in respect of inter alia:
  - i. Loss and damage to the works under the Contract;
  - ii. Third party liability
 Refer to **Section B** for an **insurance synopsis** and reference should be made thereto for its full terms and effect.
- (b) The Contractor's All Risks / Third Party Liability Insurance only covers contract within the contract details as stated in the Insurance Synopsis of Contractors' All Risks/ Third Party Liability Insurance. Should the contract not within the contract details, contractor must arrange another Contractor's All Risks / Third Party Liability Insurance, joint name with Construction Industry Council, at contractor's own cost. Minimum coverage for third party liability under



Section II of CAR policy (Liability to Third Parties) is HKD30,000,000 any one accident and unlimited in aggregate within the period of insurance". Whilst the insurance cover for Section I of CAR policy (Own Damage to Contract Work), will be up to contract value of the Work, and including its Professional Fees, Removal of Debris at the % of contract value to be agreed with CIC.

- (c) The Contractor shall for himself and on behalf of all sub-contractors of any tier accept the CAR as if it has been effected by himself and shall with all due diligence observe and fulfil, and procure that all sub-contractors of any tier observe and fulfil, the terms, provisions and conditions contained therein.
- (d) The Contractor shall be deemed to have read and understood the terms, provisions, conditions, exclusions and excesses of the CAR. If, in the Contractor's opinion, the amounts and / or risks insured are insufficient to cover the Contractor's risks, duties, obligations and liabilities under the Contract, at common law or otherwise, the Contractor may effect such further insurance at his own expense as he considers necessary.
- (e) It is acknowledged and understood that the CAR is subject to excesses and exclusions. In the event of a claim under the CAR in respect of a matter for which the Contractor is responsible or liable under the Contract, the full amount of such excesses and exclusions shall be borne by the Contractor. In the event of any default by the Contractor in making good any damage to the works where required by the terms and conditions of the Contract, Construction Industry Council may deduct the applicable policy excess from any sums due or to become due to the Contractor under this Contract or recover the same as a debt due from the Contractor.
- (f) Save for any case in which the relevant loss or injury arises from any act or neglect of Construction Industry Council or any person for whom Construction Industry Council is responsible, all costs and incidental expenses incurred in relation to claims including the preparation and submission of all formal quantified claims under the CAR shall be borne by the Contractor.
- (g) The Contractor shall forward to Construction Industry Council's representative a copy of all notices and claims submitted by him or all sub-contractors of any tier pursuant to the conditions of the CAR within 24 hours of dispatch of such notice or claim. Upon a written request from Construction Industry Council, Construction Industry Council shall be entitled to take over the conduct of any claim submitted by the Contractor or all sub-contractors of any tier under the CAR, and in any such event the Contractor hereby appoints, and shall procure that all sub-contractors of any tier appoint, Construction Industry Council as his or their agent for that purpose.
- (h) All monies to be received under the CAR shall be paid to Construction Industry Council as loss payee. The Contractor and all sub-contractors of any tier hereby irrevocably authorize Construction Industry Council to give good discharge to the insurers for such monies.
- (i) Upon the occurrence of any loss or damage to the works under the Contract, the Contractor with due diligence shall restore works damaged, replace or repair any unfixed materials or goods which have been destroyed or injured, remove and dispose any of debris and proceed with the carrying out and completion of the works. All monies received under the CAR (less any amounts to cover professional fees) shall be paid to the Contractor by instalments under the Interim Payment Certificates or Final Payment Certificates issued by Construction Industry Council's representative. The Contractor shall not be entitled to any payment in respect of the restoration of work damaged, the replacement and repair of any unfixed materials or goods, and the removal and disposal of debris other than the monies received under the said CAR.

#### 12. Bankruptcy or Receivership

Construction Industry Council may at any time by notice in writing summarily terminate the Contract without entitling the Contractor to compensation if the Contractor shall at any time become bankrupt, insolvent, or shall be placed in receivership or go into liquidation or receivership, or if a petition for liquidation, bankruptcy or receivership (whether voluntary or involuntary, save for the purpose of reconstruction or amalgamation) is filed against the Contractor, but without any prejudice to any right or action or remedy which shall have accrued or shall accrue thereafter to Construction Industry Council.

#### 13. Corruption

Construction Industry Council prohibits any member of the staff from soliciting or accepting any advantage. Without the approval of Construction Industry Council, it is an offense under the Prevention of Bribery Ordinance to offer or give any gift, loan, fee, reward, commission, office, employment, contract, other services of favour, discount to any staff of Construction Industry Council. Construction Industry Council will terminate the Contract without prior notice and hold the Contractor liable for any loss or damage so caused to Construction Industry Council.

#### 14. Personal Data Submitted by Contractor

All personal data submitted by the Contractor will be used by Construction Industry Council for the purpose of this Contract only. Under the provisions of the Personal Data (Privacy) Ordinance, the Contractor has the right to request access to or correction of personal data. Written requests should be addressed to Construction Industry Council. Construction Industry Council may be unable to process and consider incomplete information submitted.

#### 15. Working Hours

Unless it is specifically allowed in other part of the Contract, the works under this Contract shall be undertaken during normal working hours as specified by Construction Industry Council.

16. Valid Certificates of Intermediate Trade Testing or higher qualifications  
Except for carrying out general cleaning, delivering or sweeping tasks or having special approval of Construction Industry Council, all workers employed by the Contractor to work under this Contract have to hold valid certificates of intermediate trade testing (or higher qualifications) relevant to the trades under which they are working. A list of such workers with their valid and relevant qualifications has to be submitted to Construction Industry Council before the commencement of works.
17. Temporary Work Permit  
When carrying out the works under the Contract, all workers have to wear the temporary work permit issued by Construction Industry Council. If the temporary work permit is lost, the Contractor or worker has to report to Construction Industry Council and request a re-issue at \$30.
18. Parking  
If the Contractor finds it necessary to park their motor vehicles within the premises of Construction Industry Council, application has to be lodged in advance. If the application is approved, the parking permit issued by Construction Industry Council and the contact telephone number of the driver has to be displayed on the motor vehicles.
19. Refuse Removal  
All refuse has to be delivered to the refuse collection warehouse specified by Construction Industry Council at the end of each working day or on any dates specified by Construction Industry Council.
20. Rights of Third Parties  
Notwithstanding the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong), no one other than a party to this Contract will have any right to enforce any of the terms in this Contract.
21. Registered Specialist Trade Contractors Scheme (RSTCS)
  - (i) Where the Contractor is to sub-contract part of the Works, execution of which involves trades available under the Registered Specialist Trade Contractors Scheme (RSTCS) of the Construction Industry Council, the Contractor shall engage, for the purposes of execution of such part of the Works, sub-contractors who have completed their registration under the relevant trades available under the RSTCS before the commencement of the works under the relevant sub-contracts. The Contractor shall not engage a sub-contractor who is suspended or in the process of an appeal against his suspension from registration under the RSTCS unless the suspension is lifted before the commencement of the works under the relevant sub-contracts.
  - (ii) The Contractor shall ensure that where any part of the Works is sub-contracted to a sub-contractor engaged under Clause 21(i) above, execution of which involves trades available under the RSTCS is further sub-contracted (irrespective of any tier), only sub-contractors (irrespective of any tier) who have completed their registration under the relevant trades available under the RSTCS before the commencement of the works under the relevant further sub-contracts are engaged for the purposes of execution of such part of the works. The Contractor shall also ensure that a sub-contractor (irrespective of any tier) who is suspended or in the process of an appeal against his suspension from registration under the RSTCS shall not be engaged for the aforesaid further sub-contracting (irrespective of any tier) unless the suspension is lifted before the commencement of the works under the relevant further sub-contracts.

## **B. Insurance Synopsis of Contractors' All Risks / Third Party Liability Insurance**

### 1. Summary

- Type : Contractors' All Risks Insurance – Cover
- Form : To follow the terms, limits and conditions of Asia Insurance Company Limited's Contractors' All Risks policy including all amendments / endorsements as detailed and agreed hereon.
- Insured : Construction Industry Council  
as Principal &/or all main contractors and its sub-contractors of every tier.
- Period of Insurance : 12 months as from 00:00 1<sup>st</sup> January 2024 to 24:00 31<sup>st</sup> December 2024 Local Hong Kong Time (both days inclusive).
- Contract Details : Scope of Contract  
Renovation / Restoration / Maintenance / Alteration / Repair Work and/or Installation Work of Building Services including building maintenance work and/or builder's work but excluding construction/erection/demolition of building structure (i.e. structural walls, columns, beams and slabs of a building) and/or Installation / Maintenance / Repair Work of:
- Building Service Equipment;
  - Office Equipment;
  - Training Equipment; and
  - Trade Test Equipment;
- carried out at the premises of the Insured which are covered under the Property All Risks Policy but definitely excluding any construction sites.

#### Maximum Contract Value of Each Contract

Contract Value at inception must not exceed HKD3,000,000 (Cost inclusive)

- Scope of Cover : Period of Insurance for Each Contract
1. Insured Contract other than Maintenance Contract Work
    - (a) Maximum Contract Period  
Follow the original Contract Period of each contract work provided that: -
      - the duration of the Contract Period shall not exceed 120 days
      - Insured Contract must commence within the Period of Insurance specified in the Schedule.
    - (b) Maintenance Period  
Follow the original Maintenance Period of each contact work provided that the duration of the Maintenance Period shall not exceed 12 months immediately after the Original Contract Period
  2. Maintenance Contract Work only  
The Period of Insurance in respect of the Maintenance Work shall follow the original Contract Period of each Maintenance Work provided that:-
    - the duration of the Maintenance Work shall not exceed 12 months;
    - Insured Contract must commence within the Period of Insurance specified in the Schedule

#### Section I -- Material Damage

To indemnify the Insured in respect of loss of or damage to the Insured Property whilst at the site during the Period of Insurance arising from any cause whatsoever not excluded by the original policy.

##### Insured Property -- Item 1

The permanent and temporary works constructed erected or in the course of construction or erection in performance of the contract and all other property for which the insured contractors are responsible under the contract whilst on the site and subject to its value being included in the sum insured however excluding constructional plant and temporary buildings.

Sum Insured: To be declared

##### Insured Property -- Item 2

Removal of debris : costs and expenses necessarily incurred by the Insured with the consent of the Insurers in dismantling and removing debris of the portion or portions of the property insured under Item (1) destroyed or damaged by any peril hereby insured against.

Sum Insured: 4% of Individual Contract Value

##### Insured Property -- Item 3

Professional fees: costs and expenses in respect of architects', surveyors' and consulting engineers' fee necessarily incurred in the reinstatement of the Insured

Property consequent upon its loss or damage but not for preparing any claim it being understood that the amount payable hereunder shall not exceed the scale charges of the appropriate professional body.

Sum Insured: 4% of Individual Contract Value

#### Section II -- Liability to Third Parties

To indemnify the Insured in respect of all sums which the Insured shall become legally liable for:

- (i) accident death bodily injury illness or disease suffered by any person
- (ii) accidental loss or damage to physical property arising out of the performance of the contract and in addition the insurers shall be liable for
- (iii) all costs and expenses of litigation recovered by any claimant against the Insured
- (iv) all costs and expenses of litigation incurred by the Insured with written consent of the insurers in resisting any claim

#### Limit of Indemnity

HKD30,000,000 any one accident and unlimited for the period of insurance (Cost Inclusive)

Territorial /  
Geographical  
Limit(s) &  
Jurisdiction

: Hong Kong SAR

Excess

: Section I – Material Damage

	For contract with value of HKD500,000 or below	For contract with value exceeding HKD500,000 up to HKD1,500,000	For contract with value exceeding HKD1,500,000 up to HKD3,000,000
Act of God / Fire / Theft:	HKD 15,000	HKD 20,000	HKD 30,000
Designer/ Testing:	15,000	20,000	30,000
Others:	15,000	20,000	30,000
Temporary Works:	15,000	20,000	30,000
Water Damage to Work:	min or 50% of loss (*)	min or 50% of loss (*)	min or 50% of loss (*)
Strike, Riot and Civil Commotion / Malicious Damage	15,000	20,000	30,000
Typhoon / Storm / Tempest	min or 20% of loss (*)	min or 20% of loss (*)	min or 20% of loss (*)

#### Section II – Liability to Third Party

	HKD
Third Party Property Damage:	40,000 min or 10% of loss (*)
Vibration / Removal / Weakening of Support:	40,000 min or 20% of loss (*)
Underground Services:	40,000 min or 20% of loss (*)
Oil-Filled / Fibre-Optic Cable:	40,000 min or 40% of loss (*)
Principal Property:	40,000 min or 20% of loss (*)
Water Damage to Third Party Property:	40,000 min or 20% of loss (*)
Third Party Bodily Injury:	40,000 min or 10% of loss (*)
Strike, Riot and Civil Commotion / Malicious Damage	20,000 min or 20% of loss(*)
(*) – whichever is the greater	

Extension(s) /  
Cluse(s)

1. Revised Cross Liability Clause
2. B1 – Safety Precaution Clause amended to delete the 24 hours watchman requirement.
3. B2 – Special Conditions for Underground Services Clause
4. S001 Strike, Riot and Civil Commotion and Malicious Damage Endorsement. (Applicable to Section I and II) (Limit : HKD3,000,000 for any one accident, HKD10,000,000 in annual aggregate for the whole period of insurance)

5. A6 – Extra charges for overtime, night work, work on public holiday and express freight (Limit: 20% of adjusted loss)
6. A1 – Extended to cover liability to third party property damage caused by vibration, removal or weakening of support (Limit: HKD30,000,000 any one accident and in aggregate during any one period of insurance)
7. A7 – Extended to cover employer's property under the care, custody or control of the insured contractors under Section II (Limit: HKD30,000,000 any one accident and in aggregate during any one period of insurance).
8. Yearly Declaration - CIC has to submit the actual annual turnover with details of contract whose value exceeds HKD1,500,000
9. Burning and Welding Clause
10. 90 Days' Cancellation Notice Clause (Subject to Pro-rata Refund Cancellation)
11. Extended Maintenance Period Cover
12. 90 Days' Non-Renewal Notice by Insurer
13. Claim Control Clause
14. 72 Hours Clause
15. Hong Kong Claim Jurisdiction Clause
16. Run Off Liability Clause

It is hereby noted and agreed that in the event of this policy being discontinued at mid-term, the Company's liability upon request of the Insured, shall continue in respect of those contracts to which the insurance coverage has already been attached hereto until the practical completion of each contract or being taken over by the Principal whichever is earlier. For avoidance of doubts, this Clause shall apply only to those contracts which have been declared to the Company in the declaration and have commenced within the Period of Insurance subject always to the maximum duration restriction for each Insured Contract Work.

17. Revised Arbitration Clause
18. A3 - Extension of Cover for Designer's Risks
19. A4 - Extension of Cover for Inland Transit (Limit: HKD200,000 any one loss)
20. A5 – Extension of Cover for Off-site Storage anywhere in HKSAR (Limit : HKD200,000 any one loss)
21. A2 – Extension of Cover for Testing and Commissioning (4 weeks)
22. Escalation Clause (Limit: 15% of Contract Value)
23. Subject to Annual Claims Handling Fee of 5% of annual gross premium
24. Premium Adjustment  
Clause The Insured shall submit yearly declaration on the actual turnover figures during the Period of Insurance, together with details of those contracts whose contract value exceeds HKD1,500,000 with details of contract nature, contract period and contract sites. Final policy premium shall be calculated at the agreed premium rate on the overall actual contract value for the Period of Insurance. However, if the final policy premium payable is less than the agreed Minimum Premium, no refund premium shall be made to the Insured.
25. Professional Fee (4% of Contract Value)
26. No Control Clause

All other terms and conditions as per policy wordings.

- Major Exclusion(s) :
1. Cyber Exclusion
  2. Total Asbestos Exclusion
  3. Pollution Exclusion Clause
  4. War and Terrorism Exclusion Endorsement
  5. Date related Performance and Functionality Clause (A) and (B)
  6. Professional Liability Exclusion
  7. Electromagnetic Radiation Exclusion
  8. Products Liability Exclusion
  9. Self-Employed and Sole-Proprietor Exclusion
  10. Sanction Clause
  11. Exclusion of Rights of Third Parties under Contracts (Rights of Third Parties Ordinance)  
Any person or entity who is not a party to this Policy shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce any terms of this Policy.
  12. LMA5393 Communicable Disease Endorsement (Applicable to Section (I))
  13. LMA5396 Communicable Disease Exclusion (Applicable to Section (II))
  14. LMA5401 Property Cyber and Data Exclusion
- All other terms and conditions as per policy wordings.

Insurer : Asia Insurance Company Limited – 100%  
 Policy No. : TBA  
 Applicable : Hong Kong SAR  
 Jurisdiction and/or Law Practice

## 2. Contractors' Own Insurance Responsibilities

- (a) The Contractor's All Risks / Third Party Liability Insurance does not cover the liability arising out of or in connection with the following:
  - (i) motor vehicles and other Statutory Insurances.
  - (ii) employees of the Insured Parties, sole proprietors and self-employed persons acting as sub-contractors, including labour masters and persons supplied by them, persons employed by labour only sub-contractors, self-employed persons, drivers and / or operators of plant hired to the Insured, student gaining work experience, and any other persons hired or borrowed by contractors.  
**"Contractors allow such persons to enter site at their own risk".**
  - (iii) deductibles of the Policy.
- (b) The Contractor's All Risks / Third Party Liability Insurance does not cover the physical loss of or damage to construction plant tools and equipment owned or leased by the contractors or for which the contractors may be responsible.
- (c) Contractors and Subcontractors are required to arrange Employees' Compensation Insurance complying with the Employees' Compensation Ordinance (Cap 282) in respect of their employees. Such insurance is to be endorsed to cover the Construction Industry Council as an Insured Party.
- (d) **The Third Party Liability Insurance cover is HK\$30,000,000. Construction Industry Council advises contractors to review its adequacy in relation to their risks and liability under the contract with the Construction Industry Council and to purchase additional limit, if required, at their own costs.**
- (e) The Contractor's All Risks / Third Party Liability Insurance only covers contract within the contract details as stated in the Insurance Synopsis of Contractors' All Risks/ Third Party Liability Insurance. Should the contract not within the contract details, contractor must arrange another Contractor's All Risks / Third Party Liability Insurance, joint name with Construction Industry Council, at contractor's own cost. Minimum coverage for third party liability is HK\$30,000,000.

## C. Safety Guidelines

### 1. General Duties of Contractor and Persons Employed

Pursuant to the Factories and Industrial Undertakings Ordinance (Cap. 59) and Occupational Safety and Health Ordinance (Cap.509), whilst executing the works under the Contract, it shall be the duty of the Contractor to ensure the health and safety at work of all persons employed by him, and it shall be the duty of every person employed to take care for the safety of himself and of other persons who may be affected by his acts or omissions at work.

### 2. Relevant Mandatory Safety Training Certificates (please select one of the following clauses)

All subcontractors of all tiers and employees employed by the Contractor to work in the CIC premises under the Contract shall :

- hold valid Construction Industry Safety Training Certificates (commonly known as "Green Cards") and any other relevant mandatory certificates required for safe operation of the works.
- hold valid Construction Industry Safety Training Certificates (commonly known as "Green Cards") and Specified Trade Safety Training Certificates (commonly known as "Silver Cards") and any other relevant mandatory certificates required for safe operation of the works.

### 3. Safe Means of Access and Egress

The Contractor must maintain the workplace in a safe condition and ensure that every access to and egress from the workplace is safe. The Contractor shall also ensure that all means of escape from the workplace are kept free from obstruction.

### 4. Personal Protective Equipment

The Contractor must supervise and ensure all his sub-contractors and employees wear appropriate personal protective equipment, e.g. protective clothing, safety helmet, safety shoes, harness, fall arresting system, eye-protector, ear protector, and mask, etc., as Construction Industry Council may consider necessary or appropriate or as legally required. Any such personal protective equipment must be provided, maintained and replaced as necessary by the Contractor at his own expenses.

### 5. No Smoking and Fire Prevention Measures

Smoking is not permitted in the workplace. If the works involve the use of naked flame, the Contractor must implement sufficient fire prevention measures.

### 6. Working at Height

The Contractor shall take adequate steps to prevent any person from falling from a height of 2 metres or more.

**D. Consequences of Breach**

If the Contractor, his sub-contractors of all tiers or employees do not comply with the relevant laws of Hong Kong Special Administrative Region and the terms and conditions of this Guidelines, or if the performance of works undertaken by the Contractor causes any damages or losses to Construction Industry Council, Construction Industry Council may at its discretion terminate this Contract and the operations of the Contractor until any non-compliance or the unfavourable operation is rectified. The Contractor shall be liable to any loss or damage so caused to Construction Industry Council. Construction Industry Council shall be entitled to recover in full from the Contractor forthwith. The Contractor shall also lose his right from submitting quotations or tenders to Construction Industry Council in the future.

**Additional Information**

Tender Reference No.: (584) in P/AE/PUR/AGC

Period of Validity: From commencement date to completion date per contract

Location of Works / Services: Sheung Shui Campus G/F, Welding Workshop

No. of pages for this document: 9

This document was issued on: 28-January-2025

**The Contractor's Declaration**

If the quotation is accepted, this document together with the tender or quotation will form part of the Contract and I/we hereby agree to comply with them.

Name of Contractor: \_\_\_\_\_

Signature with Company Chop: \_\_\_\_\_

Date: \_\_\_\_\_

The following requirements include general safety requirements to be complied with by contractors and are by no means exhaustive. In general, contractors are to take all reasonable steps to ensure the safety and health of their employees and their subordinate workers (including their subordinate contractors). All site work activities of contractors shall be in full compliance with all relevant legislation of the Hong Kong Special Administrative Region including:

- Factories and Industrial Undertakings Ordinance (Cap 59) and its subsidiary legislation / regulations,
- Occupational Safety And Health Ordinance (Cap 509) and its subsidiary legislation / regulations,
- Dangerous Goods Ordinance (Cap 295) and its subsidiary legislation / regulations,
- Electricity Ordinance (Cap 406) and its subsidiary legislation / regulations,
- Builders' Lifts and Tower Working Platforms (Safety) Ordinance (Cap 470) and its subsidiary legislation / regulations,
- Boilers and Pressure Vessels Ordinance (Cap 56) and its subsidiary legislation / regulations.
- Construction Workers Registration Ordinance (Cap 583) and its subsidiary legislation / regulations,
- Employees' Compensation Ordinance (Cap 282) and its subsidiary legislation / regulations.

Other than legislation, contractors also must comply with relevant codes of practice or any other guidelines issued by government bodies or organization including the Labour Department, Fire Services Department, Electrical and Mechanical Services Department, Highways Department, Buildings Department, Construction Industry Council and Occupational Safety and Health Council.

Construction Industry Council (CIC) reserves the right to charge HKD 500.00 for each violation of any of CIC's internal safety requirements listed below or each violation of any relevant legislation, code of practice or guidelines.

In case of any dispute, CIC reserves all rights of final interpretation of the rules. The safety requirements to be complied by contractors include:



### General Rules

- 1) Contractors must arrange a representative(s) to attend a safety briefing before work commencement. Failure to attend briefings may result in work commencement not being permitted. Attendance at a briefing will be valid for 6 months; any contractor who had attended a briefing within the 6 months prior to the work commencement day will be exempted from attending a further briefing.
- 2) Before work commencement, contractor must obtain an Attendance Proof – Safety Briefing. Work will be suspended immediately if an Attendance Proof – Safety Briefing has not been obtained.
- 3) The contractor's representative must be a direct employee of the awarded contractor.
- 4) The contractor's representative has the duty to clearly deliver to the employer all messages from safety briefings or any safety meetings.
- 5) Contractors have the obligation to send a representative(s) to attend any safety meeting held by CIC.
- 6) The contractor must ensure all of CIC's safety requirements are delivered and clearly explained to all personnel in the working team (including direct employees and subordinate contractors) before working within CIC's premises.
- 7) The delivery of CIC's safety requirements mentioned in clause 6) above must be documented in writing and a copy must be maintained within the work area for inspection.
- 8) In case of any inspection or visit conducted by government officials, contractors must notify the site's responsible person, CIC's department responsible for the project and CIC's Corporate Safety Team immediately.
- 9) Contractors are required to prepare a method statement document ("Method Statement") and a risk assessment document ("Risk Assessment") before work commencement. The Method Statement is to be a comprehensive and step-wise statement of the work sequence and method, with the help of drawings, layout plan etc. to illustrate in detail how the work will be conducted. The Risk Assessment is to cover all foreseeable risks resulting from each step of the work sequence. Adequate and suitable rectifying measures should be stated in the Risk Assessment and implemented. The Risk Assessment should be prepared or reviewed by the contractor's safety officer.
- 10) Contractors should submit the statutory appointment notice (Forms 4 & 5 in Factories and Industrial Undertakings (Safety Officers and Safety Supervisors) Regulation (Cap 59Z)) of any safety supervisors or safety officers to CIC for record.

- 11) Occurrence of any kind of imminent danger or unsafe act may result in suspension of work on site until adequate and appropriate remedial action to the satisfaction of CIC is taken.
- 12) All contractors' personnel must not smoke within CIC premises.
- 13) All contractors' personnel must not work under the influence of alcohol or drugs. Non-compliant individuals may be immediately removed from the site.
- 14) Work areas and material storage areas should be fully enclosed and the following signage should be displayed at the entrance of each individual area:
  - i. "No unauthorized entry" or similar,
  - ii. "No Entry Without Wearing Safety Helmet or Safety Shoes" or similar,
  - iii. Contractor Work Commencement Permit
  - iv. Pedestrian diversion instruction (if original access was affected),
  - v. List of Competent Persons (if applicable).
- 15) Whip checks should be installed on the connections of compressed air hoses.
- 16) CIC reserves the right to request any contractor's personnel to be suspended from working within CIC premises for repeated violations of safety requirements.
- 17) If the construction area is adjacent to any public area, the affected area must be fully enclosed in order to ensure no members of the public would be able to access the site area. For example, enclosing the work area with securely erected boards.
- 18) If the construction area is directly above any public area, the contractor is required to fence off the area below or any area that may be vulnerable to any falling objects from the construction project. Sufficient, proper warning notice must be displayed.

## Personal Protective Equipment

- 19) Contractors have the obligation to ensure all workers, including all their subordinate contractor workers, have been provided with suitable and adequate personal protective equipment.
- 20) Contractors have the obligation to ensure all workers, including all their subordinate contractor workers, use personal protective equipment properly.
- 21) Contractors have the obligation to ensure personal protective equipment is in safe working condition.
- 22) All personnel within the works area must wear a safety helmet (which should be in compliance with the "Guidance Notes on the Selection, Use and Maintenance of Safety Helmets" issued by the Labour Department) and safety shoes with a steel toe cap and steel midsole (which should be in compliance with BS EN ISO 20345 or any other equivalent standards).

- 23) All safety helmets used should be equipped with a Y-type chin strap.
- 24) Contractors should maintain sufficient amount of safety helmets onsite for visitors' use.
- 25) All full body harnesses used must be equipped with double lanyards and comply with the "Guidance Notes on Classification and Use of Safety Belts and their Anchorage Systems" issued by the Labour Department.

### Safety Training

- 26) Copies of relevant certificates/safety training attendance records of all site personnel should be maintained onsite for inspection upon CIC's request. The Internal Safety Induction Training should be conducted by contractors' safety personnel.
- 27) All personnel engaged in site activities must possess a valid Mandatory Basic Safety Training Course (Construction Work) card and a Construction Worker Registration Card, and have attended Internal Safety Induction Training conducted by the contractor. Non-compliant individuals may be immediately removed from the site.

### Safety Inspection

- 28) If a safety officer or safety supervisor must be employed for the project, all completed Forms 2A and Forms 3A under the Factories and Industrial Undertakings (Safety Officers and Safety Supervisors) Regulations (Cap 59Z) should be submitted to CIC for record.
- 29) Contractors' management staff should conduct regular safety inspections. The inspections should be documented and submitted to CIC Corporate Safety Team for record.
- 30) All recommendations for improvement in the Safety Inspection report issued by CIC should be implemented by contractors within 3 working days and evidence of improvement should be submitted to CIC.
- 31) The reoccurrence of any unsafe items from a CIC Safety Inspection report may result in suspension of work until recommendations for improvement have been implemented.

### Temporary Structures

- 32) Drawings and designs of all metal scaffolds, bamboo scaffolds or any temporary structures for support use or load bearing purposes must be checked by an appropriate registered engineer prior to erection, and the maximum safe load of the scaffold or structure must be determined. The registered engineer should clearly indicate the permitted load of the scaffold or structure in the drawings. Approved / endorsed drawings should be submitted to CIC's Corporate Safety Team for record.

- 33) All bamboo scaffolds that will be constructed with more than 15 meters in height should be designed and endorsed by an appropriate registered engineer, and this document should be submitted to CIC's Corporate Safety Team for record.
- 34) All structures or scaffolds mentioned in clauses 32) and 33) must be inspected by an appropriate registered engineer after construction. This inspection should be targeted at verifying whether the aforesaid structure or scaffold is in compliance with the design. The verification should be in written form with the registered engineer's endorsement and should be submitted to CIC for record. Any works associated with the structures or scaffolds should not be commenced before the verification is made.

### Emergency Preparedness

- 35) Contractors should provide one primary emergency contact number and one secondary emergency contact number to the CIC's Corporate Safety Team, and these contact numbers should be reachable 24 hours.
- 36) If there is any accident, incident, near miss, occupational disease or dangerous occurrence (as defined in Schedule 1 of the Occupational Safety and Health Regulation (Cap 509)) contractors must notify the premises occupier, CIC's Corporate Safety Team and CIC's department responsible for the project immediately.
- 37) CIC's contractors have the obligation to conduct necessary investigations of any accident, incident or near miss caused by their work activities or their sub-contractors' work activities. The investigation should be conducted within 24 hours after the occurrence of the accident. After the investigation, a detailed report should be composed to illustrate the cause(s) and suggest recommendations to avoid reoccurrence.
- 38) Reports of the investigations mentioned in clause 37) should be submitted to CIC within 3 working days after the occurrence of the incident.
- 39) CIC's contractors have the obligation to suggest and implement necessary improvement measures to prevent the reoccurrence of accidents, incidents or near misses.
- 40) In every work location, at least one first aid box should be maintained. If a contractor is engaged at more than one work location, and the work locations are physically separated or not readily accessible, a first aid box is to be maintained at each work location.
- 41) The type and quantity of first aid items contained in the first aid box should comply with Schedule 2 of the Construction Sites (Safety) Regulations (Cap 59I).
- 42) Contractors should arrange a person / team of persons to conduct regular checks on the first aid box to ensure the proper condition and quantity of first aid items. If first aider(s) is/are deployed for the construction project, the first aider should be included in the aforesaid team.

- 43) Adequate and proper firefighting equipment should be ready in the site area. At least one fire extinguisher of proper type should be maintained at each electrical distribution box and hot work area.
- 44) Clearly visible signage should be displayed to indicate the location of firefighting equipment and first aid equipment.
- 45) Contractors must not obstruct any emergency escape route or make any emergency equipment defective. If this is unavoidable, the obstruction is to be pre-approved by CIC and alternative measure(s) provided during temporary unavailability of the emergency escape route or equipment.

### Competent Person

- 46) All of the competent persons deployed in the works area shall be appropriately qualified as specified in relevant legislation and codes of practice, including but not limited to the following:
  - i. Metal scaffold competent person
  - ii. Bamboo scaffold competent person
  - iii. Metal scaffolder
  - iv. Bamboo scaffolder
  - v. Gas Welder
  - vi. Safety Supervisor
  - vii. Electrical worker
  - viii. Abrasive wheel mounting competent person
  - ix. Crane Operator
  - x. Lifting Appliance Inspector
  - xi. Loadshifting Machinery operator
  - xii. Confined Space Competent Person
  - xiii. Confined Space Certified Worker
  - xiv. First Aider
  - xv. Suspended working platform operator
  - xvi. Cartridge-operated fixing tools operator
  - xvii. Excavation Inspector
  - xviii. Power-operated elevating work platform operator
  - xix. Electric Arc Welder
  - xx. Rigger
  - xxi. Signaler

- 47) For competent persons of the trades specified below, these additional qualifications shall be met:

Trade	Qualification
Cartridge-operated fixing tools operator	Attended operational training organized by the tool's supplier
Excavation Inspector	Holder of Bachelor's degree in Civil Engineering or other relevant discipline
Power-operated elevating work platform operator	Attended operational training organized by the machine's supplier
Electric Arc Welder	Holder of General Welder intermediate trade test certificate or above
Rigger and Signaler	Holder of Safety Training Course for Construction Workers of Specified Trade (Construction Material Rigger) Certificate or other equivalent

- 48) A list of the competent persons (if any) mentioned in clauses 46) and 47) above, should be displayed at the entrance of the site.
- 49) In case work activity is not conducted by suitable competent persons, CIC reserves the right to temporarily suspend that related work activity.

## Working at Height

- 50) All scaffolding works must be supervised by a relevant competent person and performed by trained workers as per the requirement stated in the Metal and Bamboo Scaffold Code of Practice issued by the Labour Department.
- 51) Contractors must provide proper fall protection to prevent any person falling from height. Contractors also have the obligation to ensure the fall protection is being used properly.
- 52) Contractors should take necessary steps to avoid any objects falling from height, such as implementing hand-tag lines for tools, installing toe boards or mesh etc.
- 53) All floor edges must be protected with rigid and secure guardrails and toe-boards at all times. The aforesaid guardrails and toe-boards are to comply with the requirements stated in Schedule 3 of the Construction Sites (Safety) Regulations (Cap 59I).
- 54) All floor openings must be covered and secured with sound and solid materials at all times. Clearly visible notices should be placed to indicate floor openings.
- 55) Proper working platforms must be provided for work carried out at 2 meters or above. Non-compliance with such will be considered as an unsafe act.
- 56) Mini scaffolds, stepladder platforms, hop-up platforms or step stools are to be provided for working at heights lower than 2 meters. The equipment mentioned must be in compliance with the requirements stated in clause 58).

- 57) Access ladders (Single sided, non-self-standing ladders), and A-type ladders (two-sided, self-standing ladders) are prohibited for use as working platforms.
- 58) Any mini scaffold, stepladder platform, hop-up platform or step stool must comply with the following standards and be free from any defects:

Equipment Type	Standard /Requirement
Mini scaffold	EN131-7 or PAS250 or any other equivalent
Stepladder platform	EN131 or ANSI A14 or AS/NZS 1892 or any other
Hop-up platform	EN131-7 or any other equivalent international standard, and may only be used when a guardrail is equipped properly
Steps stools	EN14183 or other equivalent international standard equivalent international standard

### Health Hazard Control

- 59) Noise assessments should be conducted as per the requirements stated in the Factories & Industrial Undertakings (Noise at Work) Regulation (Cap 59T) and relevant codes of practice. Relevant documents such as results of noise assessments and evidence of improvement measure(s) implemented should be submitted to CIC's Corporate Safety Team for record.
- 60) Manual handling assessments should be conducted as per the requirement stated in the Occupational Safety & Health Regulation (Cap 509A) and relevant codes of practice. Relevant documents such as results of manual handling assessments and evidence of improvement measure(s) implemented should be submitted to CIC's Corporate Safety Team for record.
- 61) The quantities of any dangerous goods stored within the works area should not exceed the exemption quantities stated in Fire Protection Notice No. 4 published by the Fire Services Department, otherwise, a dangerous goods store must be set up and a licence applied for. CIC's Corporate Safety Team is to be informed beforehand.
- 62) Chemical hazard assessments are to be conducted for all chemicals on the construction site. The storage, usage of chemicals, the usage of personal protective equipment etc. are to follow the results of the assessment.
- 63) The proper prescribed form of chemical label is to be clearly displayed on chemical containers.
- 64) Contractors should conduct heat stress assessments and arrange mitigation measures accordingly whenever the work condition may lead to their employees suffering heat stroke, such as prolonged outdoor work during the summer season or exhausting work in confined spaces.

- 65) Contractors should provide sufficient drinking water to the employees.

### Electrical Works

- 66) For any installation or excavation work required to be conducted on existing walls or structures, or the ground, active cable detection is to be conducted and the alignment and depth of cables are to be conveyed to the relevant personnel involved before the start of work. The attendance record and cable detection survey report should be submitted to CIC's Corporate Safety Team for record.
- 67) Only registered electrical workers should conduct electrical installation work. A lock and tag system is to be implemented for any installation work in connection to an existing electricity power supply.
- 68) All electrical tools are to be checked by a registered electrical worker prior to use.
- 69) All mobile electricity generators are to be properly earthed before use.
- 70) When working outdoors, waterproof plugs should be used.

### Lifting Operations

- 71) All lifting appliances and lifting gear used are to comply with the requirements stated in the Factories and Industrial Undertakings (Lifting Appliance and Lifting Gear) Regulations (Cap 59J) and a list of all the lifting appliances and lifting gear used by contractors should be sent to CIC for record. The certificates of the aforesaid equipment should be always ready onsite during the works period for checking.
- 72) Contractors should check the condition of lifting gear before commencement of each lifting operation.
- 73) All rigging and signaling should be conducted by a competent person. Walkie-talkies with a secured channel or other similar communication channel should be provided to the signaller and the crane operator.
- 74) Contractors should take all necessary action to ensure lifted loads are balanced, secure and will not cause any object to fall.
- 75) Lifted objects should be fitted with 2 tag lines of sufficient length.
- 76) Contractors are to take all necessary action to ensure all lifting appliances, cranes and lifting gear are free from any defects.
- 77) Overloading of any lifting appliances or cranes is strictly prohibited. The occurrence of overloading will be considered as an unsafe act.
- 78) All crane outriggers must be fully extended before conducting any lifting operations.
- 79) All cranes must be seated on firm and even ground.



- 80) All lifting zones must be fully enclosed and contractors should take all necessary action to ensure that no one is under any lifted load.
- 81) Every 3 months, contractors should conduct detailed checking of the certificates and physical condition of all lifting gear, and use the below color coding to indicate usable lifting gear:

Months/ Condition	Color
Jan to Mar	Blue
Apr to Jun	Yellow
Jul to Sep	Green
Oct to Dec	Orange
Substandard condition	Red
Invalid certificate	White

### Hot Work

- 82) Contractors are to take necessary action to contain sparks generated from hot work.
- 83) Contractors should deploy a watchman in the area affected by sparks generated from hot work.
- 84) All flammable substances, materials or chemicals must be removed before conducting hot work.
- 85) All compressed air cylinders such as oxygen and acetylene should always be kept upright and secured with chains.
- 86) Proper handling tools, such as trolleys, should be used during the transport of any compressed air cylinders.
- 87) Contractors are to ensure flashback arrestors, non-return valves and springs are properly fitted to flame cutting sets before use.
- 88) Pre-use checking are to be conducted by a competent person to ensure equipment used for hot work is free from any defects.
- 89) No electric-arc welding is permitted in outdoor area when it is raining.
- 90) Contractors are to ensure all work pieces are completely cooled down before leaving the work premises.



CONSTRUCTION  
INDUSTRY COUNCIL  
建造業議會



# GUIDELINES ON WORK-ABOVE-GROUND SAFETY

[www.cic.hk](http://www.cic.hk)

Version 1  
November 2016

## **Disclaimer**

*Whilst reasonable efforts have been made to ensure the accuracy of the information contained in this publication, the CIC nevertheless would encourage readers to seek appropriate independent advice from their professional advisers where possible and readers should not treat or rely on this publication as a substitute for such professional advice for taking any relevant actions.*

## **Enquiries**

Enquiries on these guidelines may be made to the CIC Secretariat at:

CIC Headquarters  
38/F, COS Centre,  
56 Tsun Yip Street,  
Kwun Tong, Kowloon

Tel: (852) 2100 9000  
Fax: (852) 2100 9090  
Email: [enquiry@cic.hk](mailto:enquiry@cic.hk)  
Website: [www.cic.hk](http://www.cic.hk)

© 2016 Construction Industry Council.

## Table of Contents

<b>Preface</b> .....	Page 4
1. Introduction .....	Page 5
2. Limitations .....	Page 6
3. Risk Assessment .....	Page 6
4. Safe Use of Working Platforms .....	Page 7
5. Safe Use of Light-duty Working Platforms .....	Page 11
6. Stringent Control on Use of Ladders .....	Page 13
7. Use of Personal Protective Equipment .....	Page 14
8. Coordination and Communication .....	Page 15
9. Monitoring and Control .....	Page 15
10. Safety Information, Instruction and Training .....	Page 15
Annex A Conditions should be imposed when ladders are to be used .....	Page 16
Annex B Sample of Permit-to-work on use of ladder (for reference only) .....	Page 17
Annex C Checklist on Use of Ladders .....	Page 19
Annex D Reference Materials .....	Page 20

## Preface

The Construction Industry Council (CIC) is committed to seeking continuous improvement in all aspects of the construction industry in Hong Kong. To achieve this aim, the CIC forms Committees, Task Forces and other forums to review specific areas of work with the intention of producing Alerts, Reference Materials, Guidelines and Codes of Conduct to assist participants in the industry to strive for excellence.

The CIC appreciates that some improvements and practices can be implemented immediately whilst others may take more time to adjust. It is for this reason that four separate categories of publication have been adopted, the purposes of which are as follows:

- |                     |   |
|---------------------|---|
| Alerts              | Reminders in the form of brief leaflets produced quickly to draw the immediate attention of relevant stakeholders the need to follow some good practices or to implement some preventative measures in relation to the construction industry.   |
| Reference Materials | Reference Materials for adopting standards or methodologies in such ways that are generally regarded by the industry as good practices. The CIC recommends the adoption of these Reference Materials by industry stakeholders where appropriate.  |
| Guidelines          | The CIC expects all industry participants to adopt the recommendations set out in such Guidelines and to adhere to such standards or procedures therein at all times. Industry participants are expected to be able to justify any course of action that deviates from those recommendations.   |
| Codes of Conduct    | Under the Construction Industry Council Ordinance (Cap 587), the CIC is tasked to formulate codes of conduct and enforce such codes. The Codes of Conduct issued by the CIC set out the principles that all relevant industry participants should follow. The CIC may take necessary actions to ensure the compliance with the Codes. |

If you have attempted to follow this publication, we do encourage you to share your feedback with us. Please take a moment to fill out the Feedback Form attached to this publication in order that we can further enhance it for the benefit of all concerned. With our joint efforts, we believe our construction industry will develop further and will continue to prosper for years to come.

## 1. Introduction

- 1.1 Unsafe work-above-ground (i.e. any work not carried out on or from the ground or from part of a permanent structure) has been one of the major causes of fall from height accidents, resulting in serious injuries or even fatalities. Most of these accidents, however, could have been prevented if suitable working platforms had been provided and properly used. In some serious and fatality cases, control, if any, on use of ladders had been very slack, and conduct of risk assessments and formulation of method statements with due consideration of task-specific factors such as job locations and work nature, etc. had not been done.
- 1.2 For any work-above-ground, suitable working platforms should be the primary means of support to be considered for use. For work-above-ground below 2m where working platforms could not be erected under special working conditions (e.g. restrictive workplace), suitable light-duty working platforms should be used. Unless in very exceptional circumstances that working platforms or light-duty working platforms are impracticable to be used, use of ladders for work-above-ground should be prohibited. Under such exceptional circumstances where ladders have to be used, task-specific risk assessment should be conducted and safe system of work, such as a permit-to-work system, should be formulated and implemented beforehand. Ladders should not be used for any work-above-ground at 2m or more.
- 1.3 This publication makes reference to the core elements of a safe system of work and safety management system, and recommends necessary precautionary measures to enhance safety on work-above-ground, including task-specific risk assessments, appropriate method statements, use of suitable working platforms or other safe means of support and stringent control on use of ladders.

## **2. Limitations**

- 2.1 It is important to note that compliance with this publication does not itself confer immunity from legal obligations in Hong Kong. Employers and contractors are reminded to observe and comply with statutory provisions, relevant codes of practice and other government departments' requirements so as to discharge their legal and other pertinent duties related to work-above-ground.

## **3. Risk Assessment**

- 3.1 As regards work-above-ground, employers and contractors should conduct task-specific risk assessments and thereby formulate safe work methods and implement safety precautions and procedures as appropriate to prevent and eliminate work-related hazards before commencing work. In the first place, work-above-ground should be avoided as far as possible, for instance, by designing and using specific hand tools to allow the work to be done on the ground (e.g. using a long reach pole).
- 3.2 If there is genuine need to work above ground, employers and contractors should consider all relevant factors including the work nature, appliances and materials to be used, working height and working environment, etc. in formulating and implementing effective safety measures.

## 4. Safe Use of Working Platforms

- 4.1 Whenever work-above-ground could not be avoided after conducting risk assessments, suitable working platforms (e.g. mobile working platforms) should be provided and used irrespective of the working height.
- 4.2 Working platforms should be suitably designed and constructed. All components of the working platforms should be made of suitable and sound materials of sufficient strength and capacity for the purpose for which they are used, and free from patent defect.
- 4.3 Working platforms should be erected on firm, even and level ground. The surrounding of working platforms should be kept free from waste and miscellaneous materials.
- 4.4 Erection and use of working platforms on ramps, stairs, unstable or uneven floor surface without suitable authentic accessories from the manufacturer to enhance the stability of the working platforms or in locations where the working platforms may be hit or struck by moving objects should be prohibited.
- 4.5 The surrounding of the working platforms should be free from exposed live metal parts or potentially exposed live conductors to prevent electrical hazard.
- 4.6 Working platforms should be provided with suitable access and egress (e.g. straight or inclined ladders with suitable hand grips). When ascending/ descending the working platforms, the workers should maintain 3 points of contact with the platforms (i.e. both hands gripping with one leg stepping at the same time or both legs stepping with one single hand gripping). Workers should keep the centre of gravity of their bodies within the working platforms and should not overload them. Workers should beware of overhead room and check for any obstruction to prevent accidental hit on the head before and during the use of working platforms. Every worker should wear a safety helmet with a chin strap.



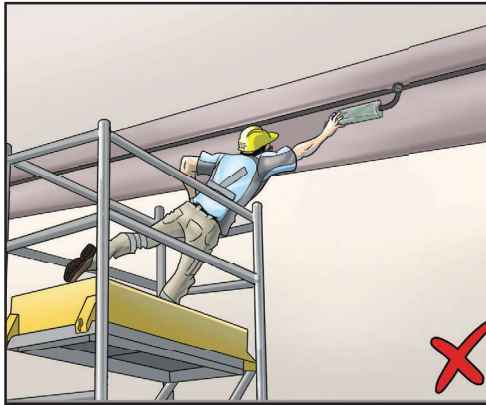


Ascending/descending the mobile working platform from the inside of a mobile working platform.



Workers should beware of overhead room and check for any obstruction to prevent accidental hit on the head before and during the use of working platforms. Safety helmets with chin straps should be used.

- 4.7 The safe height-to-base ratio and other safety recommendations in the instruction manual should be strictly followed - never deliberately increase the height of mobile working platforms beyond that recommended by the manufacturer. If required, the outriggers of the platform should be fully extended as per manufacturer's requirement to ensure its secure foundation and stability.
- 4.8 During use, the workers should not overstretch the bodies outside the working platforms. Take note of the safe loading capacity as stated by the manufacturer and never place excessive materials on the working platforms to avoid overloading and damaging the working platforms. All guard-rails and toe-boards provided on the working platforms should be kept erected, except for the time and to the extent necessary for the access of persons or the movement of materials but should be replaced or erected as soon as practicable afterwards. Stepping on the toe-boards or guard-rails of working platforms (either intermediate guard-rails or top guard-rails) is strictly prohibited.



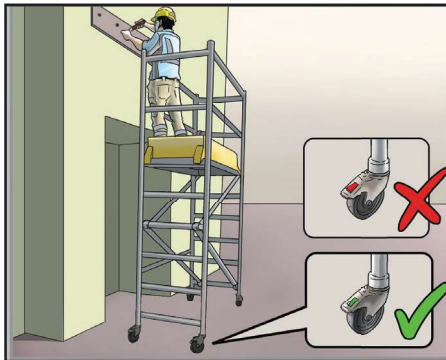
Do not overstretch the body outside the working platform.



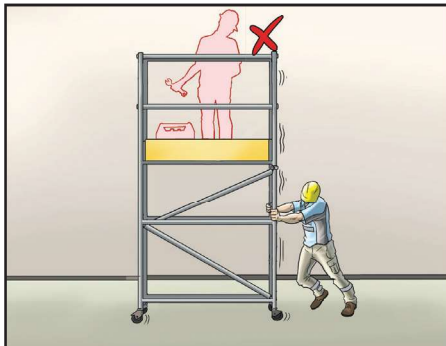
Do not lean on the guard-rail of the working platform.

- 4.9 Be aware of weather conditions if the working platforms are to be used outdoors. Never cover the working platforms with canvas to prevent overturning due to windy weather. Where reasonably practicable, working platforms should be braced or tied into a permanent structure to enhance their stability. In case of typhoon and inclement weather, stop using the working platforms immediately and properly secure the platforms to prevent toppling in wind or dismantle it and keep it in a safe place.
- 4.10 All the castors of a mobile working platform should be firmly locked in position while ascending/descending and using the platform.

- 4.11 When a mobile working platform is being moved to another work location, do not allow any persons to stay or any object that may increase risk of toppling of the platform or loose objects (e.g. hand tools) that may fall during movement of platform to be placed thereon. Also, moving the platform on rough and uneven surfaces should be avoided as it may make the platform collapse or overturn.
- 4.12 Stop using the working platforms immediately when they are found damaged and label them with suitable signs and warning notices.
- 4.13 After use, the working platforms should be properly stored and maintained.



Ensure that all the castors are firmly locked in position while ascending/ descending and using a mobile working platform.



When moving the mobile working platform, no person should be allowed to stand and no object should be placed on the mobile working platform.

## 5. Safe Use of Light-duty Working Platforms

- 5.1 For work-above-ground below 2m where working platforms could not be erected under special working conditions (e.g. restrictive work space) and the work concerned is of simple nature, use of suitable light-duty working platforms such as step platforms or hop-up platforms should be considered. When light-duty working platforms are used, the following specific safety measures should be followed.



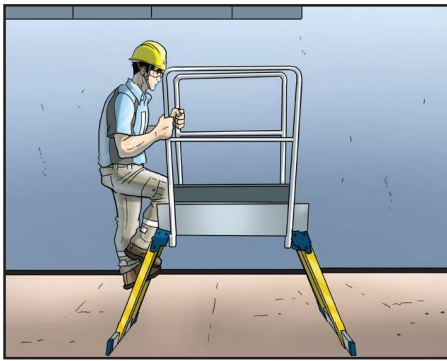
Step platform deployed for checking the ventilation system in a room where there is restricted space to accommodate a typical working platform.

- 5.2 It should be borne in mind that only one person is permitted to work on each light-duty working platform at one time.
- 5.3 Workers using light-duty working platforms should have received relevant safety training provided by the supplier, including erection and dismantling of the working platforms, or other equivalent training such that they clearly understand the safety instruction or manual of the manufacturer.
- 5.4 Before use, inspection (including visual check) of the light-duty working platform should be conducted according to the safety checklist provided by the supplier or other equivalent safety checklist to ensure that the working platforms are in good condition and free from damage. Besides, the stabilisers or outriggers of the light-duty working platforms should be fully extended and locked in position in accordance with the manufacturer's manual to ensure their stability before stepping on the platforms.

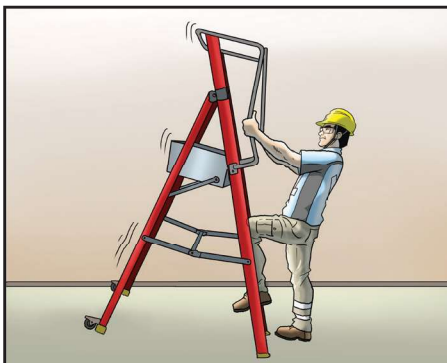


Before use, inspection (including visual check) of the light-duty working platforms according to the safety checklist provided by the supplier or other equivalent safety checklist should be conducted.

- 5.5 The workers should face the light-duty working platforms when ascending or descending the working platforms. Do not apply excessive force to the working platforms and induce lateral force rendering the overturning of the working platforms.



Worker should face the light-duty working platform when ascending or descending.



Do not apply excessive force to the working platform and induce lateral force rendering the overturning of the working platform.

## 6. Stringent Control on Use of Ladders

- 6.1 Ladders should normally be restricted for access/egress purpose only. Unless in very exceptional circumstances following a task-specific risk assessment, ladders should not be used for work-above-ground and in no cases should ladders be used for work at height of 2m or more. In particular, ladders should not be used for electrical work as far as practicable because even a mild electrical shock will likely cause loss of balance of the workers, resulting in fall from height.
- 6.2 If the use of ladders is unavoidable, it should be put under stringent control, such as through implementing a permit-to-work system, to ensure that adequate and suitable control and safety measures are put in place to safeguard the workers concerned. The permit-to-work for use of ladders should be issued by a competent person who is appointed by the proprietor/employer/contractor and by reason of substantial training and practical experience in relation to conducting risk assessment and issuance of permit-to-work, competent to conduct the duties, with a task-specific risk assessment conducted and all necessary safety measures related to use of ladders taken. While the implementation of a permit-to-work system is impracticable, pre-work check on use of ladder with the use of a checklist should be conducted. If ladders are unavoidably to be used for electrical work, the permit-to-work system or pre-work check should also cover other risk mitigation measures (e.g. the ladders to be used are made of non-conductive material) as appropriate.
- 6.3 The following are some guidance and key elements for a permit-to-work (in this case, a permit to work on use of ladder) system:

### In preparation stage:

- the persons who may permit the work should be clearly designated and made known to the workers concerned;
- suitable training and instruction in the issue, use and closure of the permit should be provided to the relevant personnel;
- the work to be done, work location, start time and duration of the permit should be clearly described and stated on the permit;
- task-specific risk assessment to identify potential hazards at the job site should be conducted;
- the work location and the equipment to be used should be inspected; and
- the safety precautions required to minimise risks associated with carrying out the intended work should be carefully considered and properly documented.

During work stage:

- no work should be allowed without the issuance of the permit or upon the expiry of the permit;
- the permit to work as well as the required precautions should be properly implemented, monitored and controlled;
- handing over of responsibilities between shifts, if applicable, should be properly done and clearly described on the permit; and
- the permit should be properly displayed during the time at which the work-above-ground concerned is taking place.

Post work stage:

- suitable steps should be carried out for reinstating the site to its original state when the required task is completed to ensure that any residual risks are removed before the site is handed over; and
- the permit to work should be properly kept for a reasonable period of time for record and future reference purposes.

- 6.4 The permit to use a ladder for working above ground less than 2 metres should only be considered in case of restrictive workplace that makes the erection of any working platform not practicable. Annex A lists out the conditions that should be imposed in such a situation.
- 6.5 Samples of permit to work and checklist for the assessment on use of ladders are shown in Annexes B and C respectively.

## **7. Use of Personal Protective Equipment**

- 7.1 The use of personal protective equipment (PPE) to prevent workers from falling from height should always be treated as the last resort. If this type of protective measures is needed on warranted occasions following a task-specific risk assessment, steps should be taken to ensure that suitable PPE coupled with appropriate anchorage system is provided, used and maintained, and the workers concerned use them properly.

## **8. Coordination and Communication**

- 8.1 An effective coordination and communication system should be established and maintained among the employer/contractor, different levels of management/supervisory personnel and workers to ensure clear understanding of the potential hazards, the associated hazard control program and the delineation of safety responsibilities.
- 8.2 The main contractors and subcontractors should clearly delineate their roles and responsibilities in the provision and use of working platforms, and the restrictions on the use of ladders, such as through agreements or contracts.

## **9. Monitoring and Control**

- 9.1 An effective monitoring and control system should be developed, implemented and maintained to ensure that the safe working procedures and safety measures for work-above-ground.
- 9.2 If any unsafe working conditions are found, the employer/contractors should suspend the work involved immediately. The work under suspension can only be resumed after all necessary improvement measures have been implemented effectively.

## **10. Safety Information, Instruction and Training**

- 10.1 Workers and site supervisory staff should be provided with necessary safety information, instruction and training to ensure that they are all familiar with the potential hazard of fall-from-height, safe work method and safety measures for the work-above-ground.



## Annex A

### **Conditions should be imposed when ladders are to be used**

- i) The design and build of the ladder should be suitable for the work. It should be provided with sufficient foothold and handhold along the climb and in the working position of the ladder;
- ii) The ladder should be of adequate strength and free from defect;
- iii) The ladder should be placed on a firm, even and level ground. It should be adequately secured and stabilized;
- iv) The use of ladder for strenuous or heavy work should be prohibited;
- v) The standing height and the time duration of the work on the ladder should be restricted;
- vi) Safe work procedures should be followed and suitable equipment/tool should be used;
- vii) Sufficient information, instruction and training in respect of working on ladders should be provided to all levels of site personnel, including the workers and the supervisors, so as to effectively communicate to them the hazards associated with the use of ladders and the conditions to be fulfilled under the permit-to-use system; and
- viii) An effective monitoring and control system should be established and put in place to ensure full implementation of the permit-to-use system.

**Annex B**

**Sample of Permit-to-work on use of ladder (for reference only)**

**\*\*Ladder should NOT be used for work-above-ground unless in very exceptional circumstances**

All parts are to be completed by the competent person

**Part I**

Company name:		Contact no.:	
Name of competent person:		Post:	
Date:		Duration of work:	From _____ to _____
Location of work:			
Description of work:			

**Part II**

Item	Descriptions	Yes	No
1.	A proper working platform or other suitable means of support can be used for the work.		
2.	The work is of short duration.		
3.	The work is simple in nature.		
4.	The work requires the use of heavy equipment/tool.		
5.	The design and build of the ladder are suitable for the work.		

\*Ladder should not be used if the answer to any of the questions falls in a box shaded in grey

**Part III**

Item	Descriptions	Yes	No
1.	The ground on which the ladder to be placed is firm, even and level.		
2.	The surrounding is free from the risk of being hit or struck by moving objects.		
3.	The surrounding is free from live metal part or live exposed conductor.		

4.	The headroom is high enough to prevent accidental hit on worker's head when standing on the ladder.		
5.	The ladder is secure, free from damage and defect.		
6.	The ladder is placed in a right position and no overreach of the body for the work is required.		
7.	The spreaders or similar restraint devices (but not nylon ropes) of the ladder are fully extended and securely fixed.		
8.	All ladder legs are fitted with slip-resistant feet, placed on the same plane and in good contact with the ground.		
9.	3 points of contact with the ladder could be maintained while climbing along or working on the ladder.		

**Remarks:**

---



---

Use of ladder is:

not allowed

allowed

Signature of competent person:

Name of competent person:

Post:

Date:

**Part IV (for use after the work has been completed)**

Item	Descriptions	Yes	No
1.	The site is reinstated to its original state.		
2.	All residual risks are removed.		
3.	The ladder is removed and locked.		

Signature of competent person:

Name of competent person:

Post:

Date:

## Annex C

### Checklist on Use of Ladders

Ladders should be restricted for access/egress purpose only unless in very exceptional circumstances. In no cases should ladders be allowed to be used for work at height of 2m or more. In particular, ladders should not be used for electrical work as far as practicable.

Item	Descriptions	Yes	No
<b>Part A</b>	<b>Ladder should not be used if the answer to any of the questions in Part A falls in a box shaded in grey.</b>		
1.	A proper working platform or other suitable means of support can be used for the work.		
2.	The work is of short duration.		
3.	The work is simple in nature.		
4.	The work requires the use of heavy equipment/tool.		
5.	The design and build of the ladder are suitable for the work.		
	<b>End of Part A</b>		
<b>Part B</b>	<b>The following conditions should be fulfilled before the ladder is to be used.</b>		
1.	The ground on which the ladder to be placed is firm, even and level.		
2.	The surrounding is free from the risk of being hit or struck by moving objects.		
3.	The surrounding is free from live metal part or live exposed conductor.		
4.	The headroom is high enough to prevent accidental hit on worker's head when standing on the ladder.		
5.	The ladder is secure, free from damage and defect.		
6.	The ladder is placed in a right position and no overreach of the body for the work is required.		
7.	The spreaders or similar restraint devices (but not nylon ropes) of the ladder are fully extended and securely fixed.		
8.	All ladder legs are fitted with slip-resistant feet, placed on the same plane and in good contact with the ground.		
9.	3 points of contact with the ladder could be maintained while climbing along or working on the ladder.		

## **Annex D**

### **Reference Materials**

1. Occupational Safety and Health Ordinance, Cap 509 and its subsidiary regulations
2. Factories and Industrial Undertaking Ordinance, Cap 59 and its subsidiary regulations
3. Code of Practice for Metal Scaffolding Safety, Labour Department
4. A Guide to the Provisions for Safe Places of Work under Part VA of the Construction Sites (Safety) Regulations, Labour Department
5. Guidebook on Prevention against Fall from Height, Labour Department
6. Construction Site Safety and Health Checklist, Labour Department
7. Guidebook on Safe Systems of Work, Labour Department
8. Safety leaflet on Five steps to risk assessment, Labour Department
9. 使用輕便工作台及流動工作台的安全指南, Occupational Safety and Health Council

### Feedback Form [GUIDELINES on Work-above-ground Safety]

Thank you for reading this publication. To improve our future editions, we would be grateful to have your comments.

(Please put a “✓” in the appropriate box.)

<b>1. As a whole, I feel that the publication is:</b>	Stongly Agree	Agree	Neutral	Disagree	Stongly Disagree
<b>Informative</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Comprehensive</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Useful</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Practical</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>2. Does the publication enable you to understand more about the Work-above-ground Safety?</b>	Yes		No	No Comment	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>3. Have you made reference to the publication in your work?</b>	Quite Often		Sometimes	Never	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>4. To what extent have you incorporated the recommendations of the publication in your work?</b>	Most		Some	None	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>5. Overall, how would you rate our publication?</b>	Excellent	Very Good	Satisfactory	Fair	Poor
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>6. Other comments and suggestions, please specify (use separate sheets if necessary).</b>					
<b>Personal Particulars (optional):*</b>					
Name: <u>Mr./Mrs./Ms./Dr./Prof./Ir/Sr^</u>					
Company: _____					
Tell: _____					
Address: _____					
E-mail: _____					

\* The personal data in this form will be used only for this survey. Your data will be kept confidential and dealt with only by the Construction Industry Council.

^ Circle as appropriate.

Please return the feedback form to:

CIC Secretariat – Council Services

E-mail: enquiry@cic.hk

Address: 38/F, COS Centre, 56 Tsun Yip Street, Kwun Tong, Kowloon

Fax No: (852) 2100 9090

動態風險評估 (由總承辦商填寫)

Dynamic Risk Assessment (Completed by Main Contractor)

工作內容： \_\_\_\_\_ 日期： \_\_\_\_\_  
 工作地點： \_\_\_\_\_ 時間： \_\_\_\_\_  
 評估時間： \_\_\_\_\_

**安全協調會議 Safety Co-ordination Meeting**

隊長或評估員：						(隊員簽名)
隊員：						
其他工作隊 / 訪客代表：						

主要工作安排：

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

**危害識別活動 Hazard Identification Activity Meeting**

1. 就下列各類「工作的危險性」作出評估，在界定及選用合適的安全方法加上〔✓〕號及打圈。
2. 在工作前或工作時如發現於人機物法環各方面與正常工作出現重大轉變，未能界定合適的安全方法，必須通知上級作決定

	工作的危險性	界定及選用合適的安全方法	其他安全方法
<b>人</b> 工作人員可引致的危害	<input type="checkbox"/> 技能/經驗/人手不足/單獨工作	<input type="checkbox"/> 安排額外人手 / 適合人員到場 <input type="checkbox"/> 提供在旁指導 / 解釋工作流程 / 清晰指示 <input type="checkbox"/> 確保有足夠技能 / 使用器械輔助 <input type="checkbox"/> 通訊器材 / 緊急應變程序	
	<input type="checkbox"/> 體力/健康/精神欠佳	<input type="checkbox"/> 安排有問題的人員離場 <input type="checkbox"/> 安排定時休息 / 安排較輕巧的工作	
<b>機</b> 運作中或工作中使用的機械、儀器及工具可能帶來的危害	<input type="checkbox"/> 有裸露帶電導體 / 暴露機械活動部分	<input type="checkbox"/> 關上電源 / 暫停機組 <input type="checkbox"/> 加裝臨時屏障 / 護罩 <input type="checkbox"/> 展示警告牌 / 圍封危險區域	
	<input type="checkbox"/> 使用動力設備 / 電動工具 / 機械/儀器/工具	<input type="checkbox"/> 安排適當人員操作 <input type="checkbox"/> 依照特定操作程序工作 <input type="checkbox"/> 檢查是否安全可用 <input type="checkbox"/> 小心衣服及配飾，避免給機器捲入 <input type="checkbox"/> 具有效測試 / 檢查證明書	
	<input type="checkbox"/> 殘餘能量 (電力 / 機械動力)	<input type="checkbox"/> 按程序釋放餘下的能量 <input type="checkbox"/> 加裝接地 <input type="checkbox"/> 保持容器 / 喉管的閥門開啓	
<b>物</b> 採用物料可能帶來的危害	<input type="checkbox"/> 危害性 / 易燃性物料 / 壓縮氣體 / 噴霧劑 / 爆炸性氣體 / 腐蝕性液體	<input type="checkbox"/> 依照標籤說明安全儲存 / 使用及棄置物料 <input type="checkbox"/> 控制火源，遠離高溫使用 <input type="checkbox"/> 留意工作位置，避免濺及身體或衣物 <input type="checkbox"/> 加設手提滅火設備 / 加強通風 <input type="checkbox"/> 裝上安全氣閥 / 防回火器	
<b>法</b>	<input type="checkbox"/> 電力 / 機械工作系統 / 帶電工作	<input type="checkbox"/> 有關安全文件 <input type="checkbox"/> 加裝屏障 / 圍封危險區域 <input type="checkbox"/> 依照特定工作程序進行工作 <input type="checkbox"/> 帶電工作風險評估	

--	--	--

**動態風險評估 (由總承辦商填寫)**

**Dynamic Risk Assessment (Completed by Main Contractor)**

工作過程中可能引發的危害	<input type="checkbox"/> 高溫/低溫/火焰/強光/高噪音 / 壓力 / 熱工序等	<input type="checkbox"/> 監察溫度或壓力 <input type="checkbox"/> 展示警告牌 / 圍封危險區域 <input type="checkbox"/> 依照特定工作程序進行工作 (如熱工序)
	<input type="checkbox"/> 物料由高處墮下	<input type="checkbox"/> 用適當容器盛載手工具 <input type="checkbox"/> 加裝踢腳板 / 物料防墮網 <input type="checkbox"/> 展示警告牌 / 圍封危險區域
	<input type="checkbox"/> 吊運危險 / 搬運危險 / 體力搬運 / 重複動作 / 超負荷 / 危害第三者 / 外力衝擊	<input type="checkbox"/> 監控重量 / 壓力警示 / 重新計算安全系數 / 物件體積及搬運位置 <input type="checkbox"/> 採用適當體力處理 / 吊重工具 / 吊運方法 / 手推車 / 唧車 <input type="checkbox"/> 展示警告牌 / 圍封危險區域 / 圍封吊運範圍 <input type="checkbox"/> 採用適當步驟減低外力衝擊 <input type="checkbox"/> 安排專業人士再行檢查 / 具備有效證書

工作的危險性		界定及選用合適的安全方法	其他安全方法
<b>環</b> 此工地已認知的危險性	<input type="checkbox"/> 人體下墮 / 棚架倒塌 / 地面絆倒 / 光線不足 / 夾傷	<input type="checkbox"/> 加裝圍欄 / 踢腳板 / 安全網 / 合適企梯 / 重新裝設 <input type="checkbox"/> 鞏固棚架 / 坑板 / 展示警告牌 / 圍封危險區域 <input type="checkbox"/> 安排專業人士重新檢查 <input type="checkbox"/> 清理地面阻礙物 / 油污 / 漬水等 <input type="checkbox"/> 使用臨時照明 / 帶備手提電筒 <input type="checkbox"/> 將門固定 / 避免將手指或其他身體部份置於門的活動範圍	
	<input type="checkbox"/> 觸電 / 火警 / 爆炸	<input type="checkbox"/> 關上電源 / 加裝屏障 / 圍欄 / 局部放電探測 <input type="checkbox"/> 遠離可燃 / 易燃物品 / 隔離火源 / 嚴禁明火 <input type="checkbox"/> 依照熱工序進行工作 / 加設手提滅火設備 <input type="checkbox"/> 檢查逃生通道 <input type="checkbox"/> 選擇緊急集合地點 : 在大門口集合 / 停車位置附近	
	<input type="checkbox"/> 密閉空間 / 有害氣體 / 高噪音	<input type="checkbox"/> 依照特定密閉空間程序進行工作 <input type="checkbox"/> 堵塞氣體來源 / 物料溢進 / 排氣抽風 / 吹風	
	<input type="checkbox"/> 有高空下墮物 / 物料下墮 / 地面下陷 / 崩塌	<input type="checkbox"/> 控制下墮物料來源 / 加設支撐 / 樁頂 <input type="checkbox"/> 展示警告牌 / 圍封危險區域 <input type="checkbox"/> 重新安排工作先後次序 / 安排專業人士再行檢查	
	<input type="checkbox"/> 機械 / 車輛撞擊	<input type="checkbox"/> 加添告示 / 雪糕筒 / 閃燈 <input type="checkbox"/> 安排訊號員指揮交通 / 倒車找人協助	
	<input type="checkbox"/> 天氣(酷熱 / 嚴寒 / 大雨 / 雷暴 / 颱風)	<input type="checkbox"/> 留意天氣報告 / 通訊設施 <input type="checkbox"/> 設置太陽傘/帳篷/防曬物品/多飲水/適當休息 <input type="checkbox"/> 避免在當風位工作 / 暫停戶外工作 / 清除積水	
	<input type="checkbox"/> 動物/昆蟲/細菌感染/疾病傳染	<input type="checkbox"/> 趕狗棒 / 行山杖 / <input type="checkbox"/> 蜂網 / 防蚊貼 / 蚊怕水 <input type="checkbox"/> 先清理污染物 / 污水等 <input type="checkbox"/> 現場清潔 / 消毒等	

	頭	手	身	腳 / 其他
所選用的 PPE/設備	<input type="checkbox"/> 安全帽 / 防蜂罩網 <input type="checkbox"/> 眼罩/面罩/耳塞 <input type="checkbox"/> 自供式呼吸器 / 口罩	<input type="checkbox"/> 絕緣/防割/隔熱/阻燃/防化手套 / 皮手套	<input type="checkbox"/> 反光背心 / 救生衣 <input type="checkbox"/> 阻燃服 / 防化圍裙 / 燒焊圍裙 <input type="checkbox"/> 安全套帶 / 防墮裝備	<input type="checkbox"/> 安全鞋/安全水靴/絕緣鞋 <input type="checkbox"/> 急救設備 <input type="checkbox"/> 其他

如上列工作的危險性未能涵蓋，請在下表列出其他危險及界定的安全方法，以便進行溝通和討論

	工作的其他危險	界定及選用合適的安全方法
1		
2		
3		

--	--	--