



10 April 2025

Dear Sir / Madam,

Tender Reference No. (590) in P/AE/PUR/AGC
Invitation to Tender for the Facility Management, Maintenance and
Operation Services at Construction Industry Council - Zero Carbon Park
for the Construction Industry Council

You are invited to submit a tender for the Facility Management, Maintenance and Operation Services at Construction Industry Council - Zero Carbon Park for the Construction Industry Council 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 13 May 2025.** Late tenders will NOT be considered.
 - a) Label with "Technical Proposal for Facility Management, Maintenance and Operation Services at Construction Industry Council - Zero Carbon Park for the Construction Industry Council"
 - b) Label with "Fee Proposal for Facility Management, Maintenance and Operation Services at Construction Industry Council - Zero Carbon Park for the Construction Industry Council"

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 or Extreme Condition as announced by the Hong Kong Government within the office hour (8:30 a.m. – 6:18 p.m.) 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. There will be a briefing session and site visit session **at 2:00 p.m. on 17 April 2025, CIC-ZCP, 8 Sheung Yuet Road, Kowloon Bay, Hong Kong**. Interested tenderers shall complete and return the reply slip in **Appendix G** by fax 2100 9439 or e-mail: kelvinlee@cic.hk no later than 12:00 noon on 16 April 2025 confirming the attendance of the said tender briefing and site visit session and state clearly the number of attendees for CIC's arrangement.
9. The tender documents can be downloaded from CIC's website: http://www.cic.hk/eng/main/aboutcic/procurement/tender_details/.
10. During the tender evaluation stage, the tenderer may be requested to attend a tender interview to present his tender proposals. Details of the interview may be announced to the shortlisted tenderers THREE (3) days prior to the interview. Upon receipt of a request from the CIC, the tenderer shall provide a tender presentation to demonstrate whether the proposal can fulfill the requirements specified in the Assignment Brief.
11. For queries regarding this tender invitation or/and tender process, please contact Mr. Kelvin LEE, Assistant Manager - Procurement, on telephone 2100 9425 or via e-mail: kelvinlee@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.

Particulars	<u>Reference</u>
Technical Proposal	
1. Tenderer's Track Record & Project Reference	Conditions of Tender, Appendix A Clause 1.1 to 1.4
2. Organisation, Experience and Qualifications of Proposed Core Team Members	Conditions of Tender, Appendix A Clause 2.1.1
3. Project Approach and Methodology to fulfill the objectives and complete all the tasks described in the Assignment Brief	Conditions of Tender, Appendix A Clause 3.1 to 3.3
4. Safety Plan	Conditions of Tender, Appendix A Clause 4.1 to 4.3
5. A duly completed Standard Letter for complying with Anti-Collusion Clause	Conditions of Tender, Appendix B
6. All documents mentioned in the Technical Assessment Marking Scheme	Conditions of Tender, Appendix E
7. Documents to be submitted include: i. Statements of Convictions or No Convictions under Cap. 57, 59, 115 and 509 ii. Copy of valid Property Management Company License	Special Conditions of Tender
Fee Proposal	
8. Form of Tender	Conditions of Tender, Appendix C
9. Fee Proposal	Conditions of Tender, Appendix D

Note: The tenderer is required to submit all information specified in Appendix A of the Conditions of Tender and the Special Conditions of Tender (if any) 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

Facility Management, Maintenance and Operation Services at Construction Industry Council - Zero Carbon Park for the Construction Industry Council

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

“Confidential”	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	TENDER
Technical Proposal	Ref. No.: [(590) in P/AE/PUR/AGC] Facility Management, Maintenance and Operation Services at Construction Industry Council - Zero Carbon Park for the Construction Industry Council	
	Name of Tenderer: _____	
	Closing Time and Date: <u>12:00 noon on 13 May 2025</u>	



“Confidential”	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	TENDER
Fee Proposal	Ref. No.: [(590) in P/AE/PUR/AGC] Facility Management, Maintenance and Operation Services at Construction Industry Council - Zero Carbon Park for the Construction Industry Council	
	Name of Tenderer: _____	
	Closing Time and Date: <u>12:00 noon on 13 May 2025</u>	

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

電話號碼：

2100 9000

Fax No.: 2100 9439

圖文傳真號碼：

2100 9439

E-mail: vendor@cic.hk

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

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(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

Trade of Services 服務行業

類別一 - 供應商

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

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- 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 (閥門)
- 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"/> | 1.126 | Wire Rope (鋼纜) |
| <input type="checkbox"/> | 1.127 | Wood Stripe (木線) |
| <input type="checkbox"/> | 2 | Tools (手工具) |
| <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 (鎚仔) |
| <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) |

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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 Thicknessing 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

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|--------------------------|------|---|
| <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) |

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| | <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)
<input type="checkbox"/> 8.2 Dumping - Construction Materials (建築物廢料處理)
<input type="checkbox"/> 8.3 Grease Trap Cleaning & Maintenance (隔油池清洗及保養)
<input type="checkbox"/> 8.4 Environment Planning (環保規劃)
<input type="checkbox"/> 8.5 Environment Recycling (環保再造)
<input type="checkbox"/> 8.6 Sewage Treatment (污水處理)
<input type="checkbox"/> 8.7 Tree Risk Assessment (樹木風險評估)
<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)
<input type="checkbox"/> 9.2 CCTV System (閉路電視監控系統)
<input type="checkbox"/> 9.3 Chair (椅子)
<input type="checkbox"/> 9.4 Cleaning Supplies (清潔用品)
<input type="checkbox"/> 9.5 Cleaning Tools (清潔工具)
<input type="checkbox"/> 9.6 Clock & Watch (鐘錶)
<input type="checkbox"/> 9.7 Communication System (通信系統)
<input type="checkbox"/> 9.8 Curtain & Blinds (窗簾及百葉簾)
<input type="checkbox"/> 9.9 Doorphone System (門禁系統)
<input type="checkbox"/> 9.10 Electric Household Appliance (家用電器)
<input type="checkbox"/> 9.11 Filing Cabinet / Locker (文件櫃/儲物櫃)
<input type="checkbox"/> 9.12 Glass & Accessory (玻璃及配件)
<input type="checkbox"/> 9.13 Ink Cartridges, Toner Cartridges & Ribbons (打印機油墨盒, 碳粉盒及色帶)
<input type="checkbox"/> 9.14 Information Display System and Service (資訊顯示系統和服務)
<input type="checkbox"/> 9.15 Kitchen Equipment (廚房設備)
<input type="checkbox"/> 9.16 Lighting / Bulb (照明/燈泡)
<input type="checkbox"/> 9.17 Medicine & Health Supplies (藥物及健康)
<input type="checkbox"/> 9.18 Office / Storage Container (辦公室/貯物貨櫃)
<input type="checkbox"/> 9.19 Partition Panel and Accessory (屏風及附件)
<input type="checkbox"/> 9.20 Paper (紙張)
<input type="checkbox"/> 9.21 Paper Shredder / Laminator (碎紙機 / 過膠機)
<input type="checkbox"/> 9.22 Pantry Supplies (茶水間用品)
<input type="checkbox"/> 9.23 Paper Towels & Tissues (紙巾及廁紙)
<input type="checkbox"/> 9.24 Sign (門牌)
<input type="checkbox"/> 9.25 Stage & Accessory (舞台用品)
<input type="checkbox"/> 9.26 Stationery (文具)
<input type="checkbox"/> 9.27 Steel Desk (鋼枱)
<input type="checkbox"/> 9.28 Wall Board Assembly (組合壁板)
<input type="checkbox"/> 9.29 Water Dispenser & Service (飲水機及服務)
<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)
<input type="checkbox"/> 10.2 Printing of Aluminium Roll-Up Screen (印製易拉架)
<input type="checkbox"/> 10.3 Printing of Booklet & Handouts (印刷小冊子及講義)
<input type="checkbox"/> 10.4 Printing of Certificate (印刷證書)
<input type="checkbox"/> 10.5 Printing of Company Letterhead Materials (印刷公司印刷品)
<input type="checkbox"/> 10.6 Printing of Flag / Banner (印製旗/旗幟) |

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	<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)

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|-----------------------------|---------------------------------|---|
| <input type="checkbox"/> 14 | General Services
(一般服務) | <input type="checkbox"/> 13.12 Uniform (制服)
<input type="checkbox"/> 13.13 Walkie Talkie (對講機)
<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) |

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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) 請細列明如上述沒有適用者

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

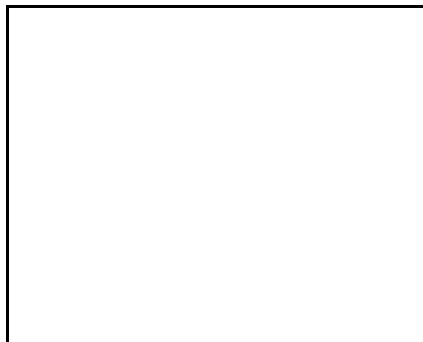
- (1) CIC will use the provided information for the purpose of processing this registration form and dealing with our procurement-related matters.
提供的資料會用作本議會處理有關申請登記成為本議會之一般供應商及與採購相關的事宜。
- (2) Under the provisions of the Personal Data (Privacy) Ordinance (Cap.486), you have the right to request access 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
Facility Management, Maintenance and Operation
Services at Construction Industry Council - Zero
Carbon Park
for
the Construction Industry Council

Employer

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

April 2025

**Facility Management, Maintenance and Operation Services at
Construction Industry Council - Zero Carbon Park for
the Construction Industry Council**

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Appendix F – Reply Slip for Declining Bid	CT-29
Appendix G – Reply Slip for Tender Briefing and Site Visit Session	CT-31
3. Special Conditions of Tender	SCT-1 to SCT-2
4. Assignment Brief and its Annexes	AB-1 to AB-37 and Annex 1 to 12
5. Memorandum of Agreement	MA-1 to MA-3
6. General Conditions of Contract	CC-1 to CC-58
7. Contractor's Safety Requirements	82 Pages
8. Guidelines On Work-Above-Ground Safety	21 Pages

Conditions of Tender
for
Facility Management, Maintenance and Operation
Services at Construction Industry Council – Zero
Carbon Park
for the
Construction Industry Council

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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) Assignment Brief and its Annexes;
 - e) Memorandum of Agreement;
 - f) General Conditions of Contract;
 - g) Contractor's Safety Requirements;
 - h) Guidelines On Work-Above-Ground Safety.

2 Invitation

- 2.1 Tenderers are invited by the Construction Industry Council (hereinafter referred to as the "CIC") to submit proposal and bid for Facility Management, Maintenance and Operation Services at Construction Industry Council - Zero Carbon Park. Further details are given in the **Assignment Brief 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 and the **Special 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 **Assignment Brief 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 **Special Conditions 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 13 May 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 or Extreme Condition as announced by the Hong Kong Government within the office hour (8:30 am – 6:18 pm) 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 Assignment Brief 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, freight charges, insurance premium or for any other reason whatsoever.
- 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 or withdraw 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 Tenderer shall inspect the Site and make themselves thoroughly acquainted with the existing condition of the premises, location, the existing structure / accessibility, restrictions for loading and unloading materials, and all the materials, and all other aspects which may affect the delivery of the deliverables. Tenderer shall make due and proper allowance when estimating their rates and prices for the information obtained or which ought to have been obtained during the site inspection.
- 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. 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 tenderers'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 Briefing and Site Visit Session

5.1 Tenderer shall attend the OPTIONAL tender briefing session and site visit at the time and place as stated in the tender invitation.

5.2 Interested tenderers should complete and return the reply slip in Appendix G by fax or e-mail to the Procurement Officer at least ONE (1) working day before the stated time confirming the attendance of the said briefing session and site visit and state clearly the number of attendees for the CIC's arrangement.

5.3 The CIC may record the queries raised by the tenderers attending the tender

briefing and may issue a Replies to Tender Queries to all tenderers for information.

6 Tender Interview

- 6.1 During the tender evaluation stage, the tenderer may be requested to attend a tender interview to present his tender proposals. Details of the interview may be announced to the shortlisted tenderers THREE (3) days prior to the interview. Upon receipt of a request from the CIC, the tenderer shall provide a tender presentation to demonstrate whether the proposal can fulfill the requirements specified in the Assignment Brief and its Annexes.
- 6.2 The presentation shall be set up with the tenderer's own resources and expense. The CIC shall not bear any costs associated with the presentation.
- 6.3 The presentation should at least include the project team profile, the approach to fulfill the objectives described in the Assignment Brief and its Annexes and an outline programme for completing the assignment. The presentation shall be conducted, where possible, by the leader of the proposed project team for performing the project management.
- 6.4 In view that tender interview forms part of the technical assessment, tenderers should NOT disclose any fee related information during the interview including PowerPoint presentation and handouts. Failure to do so may result in disqualification of tender.
- 6.5 Each interview presentation should be no longer than 20 minutes, including a 5-minute questions and answers session.

7 Tender Evaluation

- 7.1 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.

8 Tenderer's Commitment

- 8.1 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.

- 8.2 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 Assignment Brief and its Annexes.
- 8.3 Tender shall remain valid and open for acceptance for **120 days** after the tender closing date.

9 Amendments

- 9.1 The CIC reserves the right to amend or withdraw the Assignment Brief and its Annexes before acceptance of a tender.
- 9.2 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.

10 Award of Contract

- 10.1 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.
- 10.2 The CIC reserves the right of not awarding the contract after receipt of submissions by the tenderer.
- 10.3 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.

11 Rights to Exercise

- 11.1 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.

12 Submitted Documents

12.1 All submitted documents will not be returned.

13 Enquiries

13.1 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:-

Mr. Kelvin LEE
Assistant Manager - Procurement
Construction Industry Council
38/F, COS Centre,
56 Tsun Yip Street, Kwun Tong,
Kowloon, Hong Kong

Tel : (852) 2100-9425
Fax: (852) 2100-9439
Email: kelvinlee@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 Track Record & Project Reference

1.1 **The tenderer is required to provide the following information.**

- (a) Company profile, background and expertise
- (b) Company organizational structure / chart and number of staff
- (c) Copy of valid business registration certificate
- (d) Copy of valid employee compensation insurance joint name with Construction Industry Council (“CIC”) and Zero Carbon Building (“ZCB”)
- (e) Copy of valid Property Management Company License
- (f) Statements of Convictions or No Convictions under Cap. 57, Cap. 59, Cap. 115 and Cap. 509

1.2 The tenderer is required to provide a full list of project references undertaken in the **past 5 years** (as of the tender closing date) for projects similar to this Assignment, giving the details by adhering to the submission format as specified in Section 1.3 below.

- Preferably with experience in similar building services systems and equipment (specifically the renewable energy systems of biodiesel trigeneration and PV, MVAC system, emMiC and water treatment systems) and building fabric

1.3 The tenderer shall submit a list of **relevant project references** in the following format, **preferably with support of copies of job references or recommendation letters from previous clients.**

Brief Project Description	Scope of Services Provided (directly relevant to the Scope of Services for this tender)	Client	Contract Value (HK\$)	Duration	Year	Performance Outcomes (e.g. energy savings, key achievements if any etc.)	Similar Building Services Systems

- 1.4 In case the tenderer is unable to disclose of track record and project reference due to the signing of confidentiality agreement with its previous clients, please specify in the tender submission accordingly. In this circumstance, the tenderer shall describe this information in the tender submission at best endeavours and will be asked to describe this information to the Assessment Panel during the tender interview.

2. Tenderer's Staff Resources

2.1 Organization, Experience and Qualification of Proposed Core Project Team

2.1.1 The tenderer shall submit:

- (a) An **Organization chart** indicating the proposed for both the Core/onsite project team structure and strength of the proposed project team. The project team shall include members who have experience in supplying the Deliverables as outlined in the Assignment Brief and its Annexes, in particular the core project team member as stated in Section 9 of the Assignment Brief.
- (b) Manpower arrangement plan with information on their roles & responsibilities.
- (c) The project team members, both core/onsite team members, shall possess the required Qualifications, Professional Knowledge and Relevant Experience to supply the Deliverables as outlined in the Assignment Brief and its Annexes
- (d) The project team proposed in the tender submission shall form part of the Agreement. The tenderer shall provide the details included but not limited to the following information of proposed project team members in the tender submission:
 - a) Name
 - b) Post / Title in this Project
 - c) Language (Chinese/English/Both)
 - d) Qualifications
 - e) Duties and Responsibilities in the Assignment
 - f) Years of Relevant Experience
 - g) Relevant experience in projects of similar nature mentioned in the Assignment Brief

Project Team Structure and Qualifications
(using the following format to list the team information)

	Proposed Roles / Title / Post in this project		
Name of Proposed Team Member			
Language		Degree holder	
List of relevant certificates and/or qualifications			
Duties and responsibilities in the assignment			
Years of services in your company		Years of relevant experiences	
Relevant experience in projects of similar nature			

3. Project Approach and Methodology

- 3.1 The tenderer is required to submit the following to demonstrate his capabilities in fulfilling the project approach, technical requirements and to present all the deliverables outlined in the Assignment Brief and its Annexes:
- i. **Detailed CV's of personnel** to be responsible as **back office supporting team member**, and **Organisation Chart** to illustrate their availability, how and which scenarios they can support the core project team members onsite
 - ii. Description and illustration with previous incidents with resolution/ resources available/ standard procedures and practices/ etc., to demonstrate the tenderer's **capability in adding value to CIC/ CIC-ZCP for each** of the following perspective:
 - (i) **Safety operations and practices** for daily operations, events & exhibitions and engineering works respectively
 - (ii) **Cost savings and budget management**, e.g. vendor relationships for purchasing goods in bulk, optimizing budgets without compromising quality, and etc.
 - (iii) **Scalable and flexible services** that could adjusted based on the operational needs, e.g. from large-scale events to daily small-scale workshops and etc.
 - (iv) **Expertise and specialization**, i.e. specialized knowledge and experience in managing complex operations and building services systems, ensuring efficient handling of systems and equipment; in-depth understanding of legal compliance, maintenance, and financial operations, which minimizes risks and ensures compliance with regulations and etc.
 - (v) **Improved operational efficiency**, i.e. practices to ensuring timely and high-quality work, streamlined operations in reducing the burden on CIC/ CIC-ZCP internal staff, practices to minimize downtime of key building services systems (in particular the MVAC system and renewable energy generation systems comprising biodiesel trigeneration and photovoltaics;
 - (vi) **Crisis management and emergency response**, i.e. contingency practices, emergency repair & maintenance of key building services systems;
 - (vii) Others.
 - iii. **Documentation & Record Keeping Practices**
 - (i) Standard form and template (Samples)
 - (ii) Standard operating procedures (Samples)
 - (iii) Etc.

3.2 The tenderer shall refer to the other requirements laid down in the Assignment Brief and its Annexes of the tender document.

4. Safety Plan

4.1. The Tenderer shall detail their approach for occupational and public health and safety in the management, maintenance and operation of the Facility. The Tenderer shall include the following:

1. **Detailed CVs of RSO and dedicated personnel** to be responsible for implementing the Health and Safety Policy;
2. **Accident Statistics** covering a period of two years to date, inclusive of subcontracted labour with the method of calculation and definitions clearly shown.

4.2. The Tenderer is required to shall submit a Safety Plan which shall include the following items to ensure the required Works will be delivered in effective and efficient health and safety ways and procedures:-

1. Safety policy, safety committee and safety organization chart;
2. Safety management and site safety supervision plan;
3. Notification and site ingress and egress implementation plan for the Works;
4. Emergency Response Plan in case of work accident happened;
5. Method statement and risk assessment report for all activities when carrying out the inspection, installation, maintenance and T&C works to illustrate the hazard and related safety control;
6. A sample of method statement and risk assessment report for the Works for reference (please refer to Annex 11 of Assignment Brief for details);
7. In-house safety rules;
8. Job hazard analysis and control; and
9. Safety records of past 2 years including the accident statistics covering a period of two years to date, inclusive of subcontracted labour with the method of calculation and definitions clearly shown.

4.3. The tender shall refer to the other requirements laid down in the Assignment Brief and its Annexes of the tender document.

5. Documents and Information to be submitted for the Technical Proposal

5.1. 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>
Technical Proposal	
(i) Tenderer's Track Record & Project Reference	Conditions of Tender, Appendix A Clause 1.1 to 1.4
(ii) Organization, Experience and Qualifications of Proposed Core Team Members	Conditions of Tender, Appendix A Clause 2.1.1
(iii) Project Approach and Methodology to fulfill the objectives and complete all the tasks described in the Assignment Brief	Conditions of Tender, Appendix A Clause 3.1 to 3.3
(iv) Safety Plan	Conditions of Tender, Appendix A Clause 4.1 to 4.3
(v) A duly completed Standard Letter for complying with Anti-Collusion Clause	Conditions of Tender, Appendix B
(vi) All documents mentioned in the Technical Assessment Marking Scheme	Conditions of Tender, Appendix E
(vii) Documents to be submitted include: - Statements of Convictions or No Convictions under Cap. 57, 59, 115, and 509 - Copy of valid Property Management Company License	Special Conditions of Tender

Note: The tenderer is required to submit all information specified in Appendix A of the Conditions of Tender and the Special 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: _____ (590) in P/AE/PUR/AGC

Tender Title: Facility Management, Maintenance and Operation
Services at Construction Industry Council – Zero
Carbon Park for the Construction Industry Council

*[I/We],
[(_____)] of
name of the tenderer
(_____)¹,
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 [_____]²:

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
FACILITY MANAGEMENT, MAINTENANCE AND OPERATION SERVICES AT
CONSTRUCTION INDUSTRY COUNCIL – ZERO CARBON PARK
FOR
THE CONSTRUCTION INDUSTRY COUNCIL

**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, Assignment Brief and its Annexes, Memorandum of Agreement, General Conditions of Contract, Contractor's Safety Requirements and Guidelines On Work-Above-Ground Safety 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, Assignment Brief and its Annexes, Memorandum of Agreement, General Conditions of Contract, Contractor's Safety Requirements and Guidelines On Work-Above-Ground Safety and the tender proposals submitted herewith within 2 Years 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
FACILITY MANAGEMENT, MAINTENANCE AND OPERATION SERVICES
AT CONSTRUCTION INDUSTRY COUNCIL – ZERO CARBON PARK
FOR THE
CONSTRUCTION INDUSTRY COUNCIL

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 Assignment Brief and its Annexes.

The tenderer shall enclose with his tender the completed Schedule of Rates as below:

- (1) The Schedule of Rates shall be in sufficient details to indicate the breakdown of the works. Failure to submit the Schedule of Rates may cause his tender not to be considered by the Employer.
- (2) Upon award of the Contract, the Schedule of Rates shall be deemed to be the Contractor's Schedules and will be regarded as firm and will not be subject to remeasurement or adjustment whatsoever otherwise than in accordance with the expressed provisions of the terms of the Contract.
- (3) The total of the Schedule of Rates must agree with the amounts carried to the Summary of Tender. Any items which are not included in the Schedule of Rates but shown on the drawings or described in the specifications under the tender documents shall be deemed to have been included in the tender figures. Where the Employer considers appropriate, the rates in the Schedule may be used for the valuation of variations ordered by the Employer, but the quantities referred to in the Schedule of Rates shall not form part of the Contract Documents.
- (4) The tenderer should note that the quantities as inserted in the Schedule of Rates for all measured work should be consistent with those shown on the tender drawings and the drawings to be prepared and provided by the tenderer. Where large discrepancy or apparent inconsistency in the quantity of any item is identified, the item total will remain intact and the tenderer will be requested to adjust the unit rate and the quantity to tally with the item total.

(5) The tenderer is required to enter quantities, rate and the total against all items in the Schedule of Rates. The submitted quantities are at the sole risks of the tenderer. The tenderer shall be deemed to have allowed for all other miscellaneous works which are not mentioned in the Specification nor or on the Drawings but which are indispensably necessary for the satisfactory completion of the Works.

(6) Dimensions provided in the Schedule of Rates shall be for reference only.

(7) The tenderer's rates for the items contained in the Schedule of Rates shall be deemed to include cost of all incidentals of labour, material, plant (working or idle), supervision, general attendance, profit and all other things and matters necessary for the carrying out of the Works and all provisions of the Conditions of Contract and Specification and for the timely and satisfactory completion of the entire Works contained in the Contract.

(8) If so required by the CIC and/or its representative, the Main Contractor shall submit further breakdown of the Schedule of Rates showing the build-up of any 'lump sums' included in the Schedule of Rates.

Schedule of Rates

Table 1 - Detailed breakdown of tender price (Mandatory Items for Original Contract Period)

Item No.	Relevant Item(s) in Assignment Brief and its Annexes	Description of Services	Quantity	Unit	Unit Rate Including Delivery (HK\$)	Total Value Including Delivery (HK\$)
Mandatory Items for the Original Contract for TWO (2) years tentatively from 1 September 2025 to 31 August 2027						
1	3.1, 3.2, 3.3	Provision of Integrated Management, Operation, Maintenance of the site premises at CIC-ZCP	24	Month		
2	3.4	Provision of Facility Management Services at CIC-MiC	24	Month		
3	9.2.1	Provision of ONE Facility Services Manager	24	Month		
4	9.2.2	Provision of TWO Technical Supporting Staff	24	Month		
Total Amount (Mandatory Items) :						

(Note: All the fees quoted for the Mandatory Items 1 to 4 above shall include all related expenses in retrieving all necessary documents and drawings and in attaining all necessary statutory approval and compile to the requirements as specified in Section 3.5 to 3.9 on Safety; Handling of Sensitive and/or Personal Data; Coordination with CIC /CIC-ZCP subcontractors; Response Time; and Handover to the CIC /CIC-ZCP or subsequent FM Service Provider prior to the Termination or Expiry of the Contract.)

Fee Proposal for Optional Deliverables

The following are optional items. The CIC has absolute right to determine whether these optional items will be carried out within the contract period. Detailed cost breakdown of the Unit Rates for the optional items are set out in Table 2 below:

The contract period is initially for a fixed term period of Two (2) years commencing from the date as described in the Assignment Brief and is renewable for another Two (2) years upon expiry of the initial Contract Period. Renewal of contract shall be subject to agreement between CIC-ZCP and the Contractor.

Table 2 - Detailed breakdown of tender price (Optional Items for Original Contract Period)

Item No.	Relevant Item(s) in Assignment Brief and its Annexes (if any)	Description of Services	Unit	Unit Rate Including Delivery (HK\$)
Part A – Optional Items for the Original Contract for TWO (2) years tentatively from 1 September 2025 to 31 August 2027				
1	9.2.1	Provision of Additional One (1) Facility Services Manager	Per Month	
2	9.2.2	Provision of Additional One (1) Technical Supporting Staff	Per Month	
3	9.2.1	Overtime payment for Facility Services Manager beyond the office hour, 6:30 p.m. – 8:30 a.m. of the next day	Per Hour	
4	9.2.2	Overtime payment for Technical Support Staff beyond the office hour, 6:30 p.m. – 8:30 a.m. of the next day	Per Hour	

Table 3 - Detailed breakdown of tender price (Optional Items for Renewal Contract Period)

Item No.	Relevant Item(s) in Assignment Brief and its Annexes	Description of Services	Unit	Unit Rate Including Delivery (HK\$)
Part B – Optional Items for the Renewal Contract for TWO (2) years tentatively from 1 September 2027 to 31 August 2029				
1	3.1, 3.2, 3.3	Provision of Integrated Management, Operation, Maintenance of the site premises at CIC-ZCP (*For 2-year contract renewal)	Per Month	
2	3.4	Provision of Facility Management Services at CIC-MiC (*For 2-year contract renewal)	Per Month	
3	9.2.1	Provision of ONE Facility Services Manager (*For 2-year contract renewal)	Per Month	
4	9.2.2	Provision of TWO Technical Supporting Staff (*For 2-year contract renewal)	Per Month	
5	9.2.1	Provision of Additional One (1) Facility Services Manager	Per Month	
6	9.2.2	Provision of Additional One (1) Technical Support Staff	Per Month	
7	9.2.1	Overtime payment for Facility Services Manager beyond the office hour, 6:30 p.m. – 8:30 a.m. of the next day	Per Hour	
8	9.2.2	Overtime payment for Technical Support Staff beyond the office hour, 6:30 p.m. – 8:30 a.m. of the next day	Per Hour	

(Note: Optional Items A1 to A4 and B1 to B8 above will not form part of the tender sum but will serve as a set of agreed rates for future variation, if any.)

Upon receipt and acceptance of the Deliverables by the CIC with satisfaction and upon the submission of invoices to the CIC by the Contractor, the Contractor shall be paid on a monthly basis, in accordance with a monthly schedule for their Services (Service fee), within 30 days of the receipt of the invoices subject to verification of the invoice.

For fees accrued for the management, maintenance and operation services provided by other third party contractors/subcontractors/service providers, the Contractor shall submit a monthly summary of payable items and attach invoices of the Services procured via these third parties. The Contractor shall, to the best of their ability, submit all invoices within three (3) months of services rendered from third party contractors/subcontractors/service providers for reimbursement. Late submission of invoices (i.e. exceeding 3 months of services rendered) may not be accepted for reimbursement.

Date for Commencement	The date as stated on the Project Commencement Letter. Project Commencement Letter – A written notification by the Employer regards to the commencement of Works.
Date for Completion	TWENTY-FOUR [24] months from the Date of Commencement

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 **Special 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 (%)
<p>1. Tenderer's Track Record & Project Reference</p> <ul style="list-style-type: none"> - Company profile and background, scope of business/expertise, company structure and number of staff (3%) - Relevant project references with good clientele in the past 5 years in the provision of facility management, maintenance and operation services similar to this Assignment highlighting in particular: (7%) <ul style="list-style-type: none"> • Experience in similar building services systems and equipment (specifically the renewable energy systems of biodiesel trigeneration and PV, MVAC system, emMiC and water treatment systems) and building fabric 		10%
<p>2. Project Approach and Methodology to fulfill the objectives and complete all the tasks described in the Assignment Brief</p> <p>Demonstrating capability in adding value to CIC/ CIC-ZCP for each of the following perspectives in daily operations, exhibitions and event support and facilities management:</p> <ul style="list-style-type: none"> • Operation practices and operational efficiency (5%) • Cost saving and budget management (5%) • Scalable and flexible services (5%) • Expertise and specialization (5%) • Crisis management and emergency response (5%) • Maintenance Service Approach and performance pledge (5%) 		30%
<p>3. Safety Plan</p> <ul style="list-style-type: none"> - Safety Plan which shall include the following items to ensure the Service will be delivered in effective and efficient health and safety ways and procedures (20%) <ul style="list-style-type: none"> • Safety policy, safety committee and safety organization chart, CV of personnel to be responsible for implementing the Health and Safety Policy, and Accident Statistics; • Safety management and site safety supervision plan; • Notification and site ingress and egress implementation plan for the Works; • Emergency Response Plan in case of work accident happened; • Method statement and risk assessment report for all general activities when carrying out the Service to illustrate the hazard and related safety control; 		20%

Assessment Criteria	Assessed Marks (%)	Maximum Marks (%)
4. Organization, Experience and Qualifications of Proposed Core Team Members <ul style="list-style-type: none"> - Organization chart indicating the proposed project team and supporting team structure that will work closely to ensure work in technically, efficiency and effectiveness (5%). - Detailed CV and profile of all the core project team members with qualifications, experience and the number of project team members and workers, etc. shall also be provided (20%). - Manpower Arrangement Plan with Breakdown (5%) 		30%
5. Tenderer's Performance in CIC's Past Projects (10%)		10%
Total:		100%

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 (C1.2.2) and the weighted fee assessment score (C1.3.2).

APPENDIX F – Reply Slip for Declining Bid

With reference to your tender invitation (Tender Reference: (590) in P/AE/PUR/AGC, Closing Date: 13 May 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: kelvinlee@cic.hk or fax no: 2100 9439 no later than 12:00 p.m. on 13 May 2025.
- 2) Please contact Mr. Kelvin LEE at Tele: 2100 9425 or E-mail: kelvinlee@cic.hk for any enquiry.

APPENDIX G – Reply Slip for Tender Briefing and Site Visit Session

I/We would like to attend the tender briefing and site visit session for the Facility Management, Maintenance and Operation Services at Construction Industry Council - Zero Carbon Park for the Construction Industry Council at 2:00 p.m. on 17 April 2025 at CIC-ZCP, 8 Sheung Yuet Road, Kowloon Bay, Hong Kong.

<u>Full Name of Attendee(s)</u>		<u>Post/Title</u>	
<u>Company Name:</u>			
<u>Contact Person:</u>		<u>Post/Title</u>	
<u>Address:</u>			
<u>Telephone No : :</u>		<u>Fax No:</u>	
<u>Mobile Phone No:</u>		<u>E-mail :</u>	

Note:

1. Each Tenderer shall register four attendees at most.
2. Please return the completed reply slip to E-mail: kelvinlee@cic.hk or fax no: 2100 9439 no later than 5:00 p.m. on 16 April 2025.
3. Please contact Mr. Kelvin LEE at Tele: 2100 9425 or E-Mail: kelvinlee@cic.hk for any enquiry.

Assignment Brief

of

**Facility Management, Maintenance and Operation Services at
Construction Industry Council - Zero Carbon Park**

for

the Construction Industry Council

April 2025

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Assignment Brief
**Facility Management, Maintenance and Operation Services at Construction
Industry Council - Zero Carbon Park**

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1. Background

- 1.1 Construction Industry Council - Zero Carbon Park (CIC-ZCP), the first zero carbon building in Hong Kong, was developed by the Construction Industry Council (CIC) in collaboration with the HKSAR Government.
- 1.2 Established in 2012, the CIC-ZCP is home to the first zero carbon building in Hong Kong, serving as an exhibition, education, and information centre to raise awareness on the importance of sustainable development, beyond the industry, and into the community, with further details of project missions and information in Annex 1.
- 1.3 CIC-ZCP covers a total land area of 14,700m². It is a three (3) story building occupying a total gross floor area of 3,305m². Annual operational data of CIC-ZCP are shown for reference below:
 - (i) Engagement activities: approx. 260,000 visitors/ 470 events/ over 1,100 tours, and;
 - (ii) Engineering works: Approx 2.5 days routine preventive maintenance per month/ over 60 repair and uplifting works.
- 1.4 CIC Modular Integrated Construction Resources Centre/ Display Centre ('CIC-MiC') consists of in-situ part 120m² and modular exhibits 200m², with regular tours.
- 1.5 The Construction Industry Council ('CIC') has decided to engage an external Facility Management Service Provider ('FM Service Provider') to provide facility management, operation and maintenance services ('the Services') with adequate expert, labour and manpower at the CIC-ZCP and CIC-MiC for engagement activities.

2. Objectives

- 2.1 The FM Service Provider will be the single point of contact and will take full responsibility on behalf of CIC to undertake the facility management, operation and maintenance service of the site premises, with the Master Layout Plan in Annex 2 and Annex 3 of the to ensure a **safe, smooth and energy-efficient** daily operation:

- (i) Management, Operation and Maintenance of the Site premises for CIC-ZCP
 - (ii) Exhibitions and Events Support Services for CIC-ZCP
 - (iii) Management, Operation and Maintenance of the Facilities, Installations and Engineering Works for CIC-ZCP
 - (iv) Facility Management Services of electrical system and split-type HVAC at CIC-MiC
- 2.2 The objectives of facility management, operation and maintenance service for the site premises as follows:
- (i) To undertake other responsibilities such as capital and improvement works, tenancy administration, providing logistic support to events and functions, as well as working in conjunction with CIC-ZCP for the smooth operation of engagement activities, including but not limited to events, tours and exhibitions in the premises.
 - (ii) To provide professional facility management services to ensure all the building services, utilities, ancillaries, fittings and fixtures are operated and maintained according to the best practice in the industry and meeting international standards.
 - (iii) To deploy competent, qualified, suitably trained and experienced management personnel under a well organised team structure with support from head office, applying modern, advanced management system and technique necessary to ensure all the daily operations from security, cleaning, landscaping, customer services to other high tech critical operations, as well as technical and engineering standards achieving the status of zero carbon.

3. Scope of Services

The FM Service Provider shall provide all and adequate expertise, labour and manpower, stores and equipment at its own expense for the following Services ('the Services') during the Contract Period (materials and parts are reimbursable). The extent of Services shall cover all asset and facilities within the site premises of CIC-ZCP and CIC-MiC ('Facility'). The Services at the premises shall include but not limited to the following:

3.1 Management, Operation and Maintenance of the Site premises under CIC-ZCP

- (a) The FM Service Provider is responsible for being the first point of contact for all tenants/occupants/visitors for all day-to-day matters. This involves establishing communication link and directing all day-to-day matters to the relevant bodies in accordance with the relevant direct service and supporting process. FM Service Provider interaction is expected to be timely, appropriate and responsive to meet the specific needs of the CIC.
- (b) The FM Service Provider is responsible for manning the Building Management Offices, managing the landscape, security and cleaning and other maintenance service providers, which are engaged separately by CIC for daily operations and activities.
- (c) The FM Service Provider should provide and publicise a system that allows for communication, at a minimum, through face-to-face contact, telephone, facsimile and electronic mail. All matters should be traceable for the tenants/occupants/visitors and all parties associated with the matter.
- (d) The FM Service Provider is responsible for providing the operation services including but not limited to:
 - (i) Ensuring site safety, tidiness and cleanliness at all times.
 - (ii) Ensuring that the flags are in good condition as per the government flag raising protocol and upon instruction.
 - (iii) Implementing all feasible energy-saving, water-saving and resource-saving, environmental protection measures for the premises as per the Facility's instruction.
 - (iv) Arranging sufficient umbrella dryers and non-slippery carpets provided by CIC/ CIC-ZCP at the premises (including all entrances) as considered necessary and appropriate by the FM Service Provider and the CIC/ CIC-ZCP on rainy days.
 - (v) Operating Automated External Defibrillation (AED) with suitable staff who have attended both Adult Cardio-Pulmonary Resuscitation Course and Automated External Defibrillation Provider Course and

obtained relevant certificate at all Quarters and Offices with the provision of AED, arranging daily check and regular test in accordance with their operation manual and provision of adult and pediatric (if applicable) electrode pads for the AED, and ensuring that staff are adequately trained to effectively request emergency assistance in any situation.

- (vi) Coordinating with security service provider to managing the vehicles drop-off and parking arrangement, including the loading and unloading of goods.
- (vii) Conducting daily inspection by the Facility Manager and necessary inspections by appropriate personnel per request by the CIC/ CIC-ZCP to ensure the facility is operated and services are provided in a safe manner and in compliance with relevant Occupational Safety and Health aspects requirements. The FM Service Provider should identify, assess and report potential hazards, as well as respond to emergency incidents.
- (viii) Maintaining and keeping (including boundary and security fences belonging thereto) the building fabric, all systems and equipment, materials and inventory items provided by CIC/ CIC-ZCP in good repair, fair wear and tear condition, report and replace when necessary to meet the highest standard of public safety and image.
- (ix) Coordinating with security service provider to providing access to unoccupied premises (including accompanying the visit) to CIC/ CIC-ZCP's leasing agents and potential tenants, inspecting premises and notifying CIC/ CIC-ZCP and the occupant/tenant of any irregularities.
- (x) Establishing and publicising procedures for occupants/ tenants/ visitors to lodge complaints and maintain a mechanism for logging and tracing all complaints and resolution of complaints. The FM Service Provider is responsible for the resolution of all complaints lodged by tenants/occupants/visitors. This involves receiving notice of complaints, substantiating complaints and determining the responsible body for solving the complaint, if necessary. The FM Service Provider is then required to redirect the complaint as appropriate, or deal with the complaint if it is their responsibility.

- (xi) Managing the operation and maintenance (working with the maintenance service provider) of the WLAN service available at the Facility to facilitate proper use of the service by staff, occupants/tenants and the public;
 - (xii) Clarify and verify works scopes, quotations/tender prices for Services procured by the FM Service Provider as and when required. The procurement procedures shall follow CIC Procurement Protocol and the procurement shall only be executed upon approval by the CIC/CIC-ZCP representatives;
- (e) Security
- (i) Working closely with the security service provider (engaged separately by CIC/ CIC-ZCP) to enforce rules and regulations governing entry into and use of the Facility;
 - (ii) Providing precautionary and reasonable measures to avoid illegal entry or break-in of the Facility, especially after opening hours;
 - (iii) Performing duties of crowd control, traffic and car parking control, and management duties to maintain proper order of the Facility;
 - (iv) Providing all temporary signs and notices in a format, design and material at appropriate locations of the Facility if required by CIC/ CIC-ZCP;
 - (v) Ensuring that security personnel perform comprehensive checks to verify that no individuals are present in the indoor areas, such as the M floor and the STEAM Lab after closing hours, except in instances that have been previously communicated and approved;
 - (vi) Assisting the security service provider in registering visitors (including but not limited to workers, etc.) is required. All visitors must register at the reception at CIC-ZCP. Badges must be issued and worn at all times while on-site. A daily summary for visitors (including name, purpose of visit, time of entry, and exit) must be kept properly.

- (f) Housekeeping and Cleaning
 - (i) Working closely with the cleaning service provider (engaged separately by CIC/ CIC-ZCP) and formulating the working schedule to ensure the site tidiness and cleanliness at all times;
 - (ii) Coordinating with the service provider and certifying records of waste and recycling disposal at ZCP for data auditing purposes
- (g) Landscape
 - (i) Working closely with the landscape service provider (engaged separately by CIC/ CIC-ZCP) and formulating the working schedule to ensure the site tidiness and landscape is in good condition at all times;
 - (ii) Inspecting all the trees in the event of an approaching typhoon, rainstorm or other severe weather or emergency condition, and ensuring that any necessary precautionary or preventive measures will be implemented as soon as possible with a view to protecting the safety and well-being of the tenants/occupants/visitors and the properties; and reporting any tree failure incident according to the reporting mechanism set out in the Guidelines of Greening, Landscape and Tree Management Section under the Development Bureau (GLTMS) to CIC/ CIC-ZCP Representatives and relevant contractors.
 - (iii) Liaising and coordinating with the relevant service provider to maintain the soft landscaping (grass/turf, trees, bushes, plants, shrubs, flowers, etc.) in the open landscape area (including the urban native woodland) to provide a safe and aesthetically pleasing environment for leisure and recreation;

3.2 Exhibitions and Events Support Services at CIC-ZCP

- (a) Responsible for CIC/ CIC-ZCP in venue set-up, i.e. **35 – 40 man-hours per month**, including **at least 1 man-hour per day** and 6-9 man-hours per week for venue setting up, dismantling and putting away furniture and equipment for exhibitions and events and fencing off at site premises.
- (b) Assisting CIC/ CIC-ZCP in the operation and manning of indoor and

outdoor exhibitions, and in the smooth running of events held in the Facility, including but not limited to conferences, seminars, workshops, forums, ceremonies, press conferences and receptions, etc.

- (c) Conducting pre-event and post-event checks to ensure the proper functioning and safety of all installations and equipment of the Facility and provide technical support should installations and equipment malfunction;
- (d) Providing crowd and admission control, organise placement of relevant signage, and attend to and escort any injured to hospitals if required;
- (e) Arranging festive and event decorations provided by CIC/ CIC-ZCP, including but not limited to temporary decorations, potted plants, seasonal flowers and publicity materials for the Facility;
- (f) Ensuring event organizers/contractors reinstate the Facility to its original condition upon each hire and event to a checklist to be agreed with CIC/ CIC-ZCP.
- (g) Coordinating transportation, parking, and drop-off arrangements for events ensures that participants can smoothly arrive and depart from the venue.
- (h) Assisting with environmental measures for events, including waste sorting, recycling, and reducing waste.
- (i) Monitoring and attending the safety briefing, setup and dismantling of events to ensure all operations are conducted safely and in compliance with CIC/ CIC-ZCP safety regulations and standards.

3.3 Management, Operation and Maintenance of the Facilities, Installations and Engineering Works at CIC-ZCP

These are technical services which include but not limited to the following to ensure high level of engineering works standard in accordance with industry standards, maintenance and service contracts administration. The scope of the Contract including but not limited to the building fabric (floors, walls, ceiling, windows, doors etc.), fixtures, furniture, signages and all electrical and mechanical facilities, building services installation, system and associated accessories ('Installations'), with details of key building service systems and equipment in **Annex 3**:

- Managing, controlling, operating and monitoring all electrical and mechanical facilities, building services installations, installations, apparatus, equipment and facilities, including CCTV system, Building Management System (BMS), Central Control Management System (CCMS) and etc. where authorised.
- Managing, supervising and monitoring the repair/ maintenance/ replacement/ rectification/ uplifting & improvement works by the maintenance contractors (engaged separately by CIC/ CIC-ZCP) to ensure the fulfilment of the delivery of good quality works and compliance with all relevant statutory requirements, licenses and certificates.
- Daily repairs and maintenance to all site facilities and installations, with details in **Annex 4** and **Annex 5**.

(a) General

The FM Service Provider is responsible for providing the building operation services including but not limited to:

- (i) Managing, supervising and monitoring the repair/ maintenance/ replacement/ rectification/ uplifting & improvement works by the contractors (engaged separately by CIC/ CIC-ZCP) to ensure the fulfilment of the delivery of good quality works and compliance with all relevant statutory requirements, licenses and certificates.
- (ii) All works shall be carried out in compliance with the statutory regulations to safeguard persons, including workers, users and any persons in the vicinity of the installation, against the risk of any accident including fire accident associated with the works.
- (iii) The interruption of electricity supply and functioning of the Installations during execution of works shall be kept to the minimum. Such interruption shall only be allowed with the prior approval of the CIC/ CIC-ZCP Representative.
- (iv) All burnt out or defective lamps or luminaries for failure or deficiency in performance shall be replaced at no cost to the CIC if the failure of

the Installations is still within the manufacturer's guaranteed life period. The cost of lamps will be permitted to charge only if they fail beyond the guaranteed life period.

- (v) Necessary arrangements to avoid damage to property or installations provided by others during the course of the Installations shall be made. All losses and claims for injury or damage to any person or property whatsoever which may arise out of or in consequence of the execution of the repair and maintenance of the Installations shall be reimbursed to the CIC.
- (vi) Facilitating and providing all assistance to relevant subcontractors in carrying out inspections, maintenance or repairing works, addition, alternation and improvement works, for example, coordination with other parties, obtaining approval from the relevant Authority, etc.
- (vii) Scheduling and attending the testing and commissioning, training and handover sessions of any new facilities, improvement works, replacement of the Installations.
- (viii) In addition to the routine servicing and maintenance, regular daily inspections for the Installations shall be made to check and, if necessary, re-adjust the equipment/systems to meet the actual operation conditions and to test the installations to meet statutory requirements including the submission of test reports and certificates.
- (ix) Carrying out and engaging relevant contractors to carry out ad-hoc or emergency repair and maintenance for the items not covered under the CIC/ CIC-ZCP's repair and maintenance service contracts subject to the CIC/ CIC-ZCP's approval.
- (x) Issuing notices and important information, such as the schedule of suspension of building services and etc., to CIC/ CIC-ZCP Representatives.

(b) Monitoring and Reporting of Installations

(i) Contact List of contractors

- Maintaining and updating the general property information, such as address and contact phone numbers of the contractors, contact numbers of emergency services, utility companies and contractors, etc.

(ii) Inventories of the Installations

- Updating and maintaining the inventories at the premises, additional newly installed and replaced items.
- Systematically documenting each of the individual works of the followings:
 - ◆ O&M Manual and Instructions
 - ◆ Project Information for new installation, including project title, relevant parties, contacts, substantial completion date and length of the maintenance period/ the expiry of Defects Liability Periods (DLP).
 - ◆ System Description, including the general operating conditions, type(s) of system(s) and equipment installed, purpose, locations of installation, description of the operation and functions of the systems and equipment and etc.
 - ◆ Equipment Schedule, including schedule of all items of equipment and plant stating the location, name, model number, manufacturer's serial or reference numbers, duties and performance data.
 - ◆ Spare Parts List, including the recommendation from manufacturers /suppliers for spare parts with item description, quantity, unit rates and agents and stocking levels for the equipment and plant of the system.
 - ◆ Safety Precautions for Operation & Maintenance
 - ◆ Catalogue and Warranty

- ◆ List of Statutory Periodic Inspections and Tests
- ◆ Statutory Certificates
- ◆ Drawing Lists
- ◆ Photographs
- ◆ Maintenance Schedules

(iii) Defects and Outstanding Works

- **Providing investigations and diagnosis of the defects and/or deficiencies of the Installations**, including the cause of breakdown, the remedial actions taken, suggested precaution and/or action required to prevent recurrence of similar incident.
- Reporting building defects or deficiencies promptly to CIC/ CIC-ZCP Representative and relevant subcontractors and coordinating with relevant parties to take follow-up actions.
- Before the defects repair works by the contractors or emergent investigation/ horticultural services, to provide interim protective measures to minimize / eliminate hazards and nuisance to occupiers and the public caused by the defects.
- Reporting faults of any electrical or mechanical facilities at the premises to CIC/ CIC-ZCP and the contractors, and reporting on the follow-up actions taken and works implemented within twenty-four (24) hours of the reporting event/incident. In the case of any defect, problem, repair need, inadequacy or over-provision (e.g. air conditioning temperature and usage hours), the FM Service Provider is responsible to manage and prioritise the faults, and report it to the relevant body according to appropriate priorities based on safety and energy consumption.
- For faults due to equipment failures, vandalism, major repair, or repeated breakdowns, in addition to record the event in the electronic logbook, a report shall be submitted to the CIC Representative of the faults. The report shall include the details of findings in the investigation, cause of breakdown, the time and

date that the fault reported, the repair team arrival and the repair carried out, the remedial actions taken, and the time and date that normal service is resumed, suggested precaution and/or action required to prevent recurrence of similar incident. A list of equipment replaced shall also be attached to the report. The maintenance works records must be kept for a period of not less than 3 years counting from the issue of maintenance certificate.

- Periodic report on the progress of completion for outstanding works and defect rectification works shall be submitted to the CIC/ CIC-ZCP Representative. Inspection with the CIC Representative to verify satisfactory completion of the outstanding works and defect rectification shall be arranged.
- **Coordinating with CIC-Estate Office to monitor and certify the rectification works of the subcontractors to ensure the quality of work and statutory compliance.**
- Facilitating any rectification works, including coordinating works undertaken by the contractors in the premises and rescheduling their works where necessary; and arranging for temporary allocation of such items as, storerooms, utility areas, loading bays, and etc.
- Following up on any rectification works undertaken by contractors and, where necessary, initiating re-programming.

(iv) Routine Operation and Preventive Maintenance Plan/Schedule

- Coordinating and consolidating the Routine Operation and Preventive Maintenance Plan/Schedule from CIC-Estate Office and all relevant subcontractors, in accordance to the CIC and statutory requirements and shall be submitted for the approval of the CIC Representative.
- Upon the approval of the maintenance schedule and before the commencement of the Maintenance Period, a comprehensive maintenance schedule for all Installations shall be prepared and the dates for routine and periodic inspection, servicing and maintenance of the Installations shall be indicated.

- Consolidating the facility management and operational data/ records/document submission, i.e. monthly biofuel usage data, filter replacement records, etc.

(v) Repair & Maintenance Records

- Log book as required by statutory requirements shall be provided and maintained.
- Maintaining Lift Log Books and other maintenance records in paper form or electronic form published by EMSD;
- Other than the physical log book as required under statutory requirement, electronic log book system(s) as agreed with the CIC Representative shall be provided for each Installations. Every attendance, inspection, repair, maintenance services and details of work done for the Installations shall be recorded into the electronic log book so as to form a comprehensive record in either English or Chinese.

(c) Building and architectural components

The FM Service Provider is responsible for providing the routine daily visual inspection for all buildings including but not limited to:

- (i) The general building condition such as the building envelop, the architectural features, the roofing, the flooring, etc, and
- (ii) The fixed architectural components such as the doors, the windows, the railings, the cubicles, the partitions, the finishes, etc., and
- (iii) The fixed fittings such as sanitary fittings, sanitary accessories, etc., and
- (iv) The landscape features such as the plants, the planters, the pavers, the trellis, the skylights, the playground equipment, the beaches, the seats, the fences, the gates, etc.

Should any defective item be spotted, the FM manager shall control immediately where potential health risk is identified and raise request to CIC - Estate Office to follow up the defects.

(d) Parts and Special Tools

- (i) Spare parts and special tools required for the operation, servicing, maintenance and repair of the Installations shall be supplied and provided by the FM Service Provider or the relevant subcontractors managed by the CIC / CIC-ZCP. Adequate stocks shall be kept throughout the Maintenance Period.
- (ii) A list of spare part and special tools for the Installations as recommended by the equipment manufacturers or as required shall be submitted to the CIC/ CIC-ZCP Representative. The list shall include the itemised spare parts and special tools, application areas, manufacturers, model/part numbers, supplier contact, recommended stock keeping quantities and unit prices. Necessary diagrams and catalogues shall be included when requested by the CIC/ CIC-ZCP Representative.
- (iii) The stocking levels of spare parts depend on the following parameters:
 - Frequency of failure
 - Impact of failure
 - Cost of spare parts
 - Degradation of spare parts over time
 - Equipment reliability
- (iv) Spare parts shall be reviewed and issued report for CIC/ CIC-ZCP in case any emergency repair or maintenance. The obsolescence of spare parts and availability of substitutes should be reviewed regularly.

(e) Statutory Compliance

The FM Service Provider is responsible for ensuring all statutory requirements which the CIC/ CIC-ZCP Representative are obliged to meet in providing services are complied with. This includes, but is not limited to:

- (i) Managing the list of licenses/statutory certificates required for operation, building services systems, installations and equipment, etc. and supporting and notifying CIC/ CIC-ZCP for their timely renewal,

- liaising with the relevant government departments, statutory bodies and other relevant parties where required.
- (ii) Ensuring all building, facilities and building services at all premises comply with all fire safety, health, building, electrical and mechanical, occupational safety and health related regulations at all times. This includes, but not limited to, taking all such actions as may be necessary to protect the safety of tenants/occupants/visitors therein, and providing mitigation measures when there is a hazard in the common area (e.g. fencing-off the hazard area, placing warning notices, sand bags, air blowers and non-slip floor mats, etc., removing accumulated water by using wet vacuum cleaner and etc.).
 - (iii) Ensuring the responsibilities of the responsible person, the FM Service Provider and registered lift contractor under the Lifts and Escalators Ordinance (Chapter 618 of the Laws of Hong Kong) & Lifts and Escalators (General) Regulation (Chapter 618A of the Laws of Hong Kong) set out in the guidelines, are complied with at all times.
 - (iv) Ensuring all CIC House Rules are enforced at all times.
- (f) General day-to-day handyman, repair and maintenance services, with details in Annex 4:
- (i) Minor patching, replacing or restoration of damaged materials, elements, equipment or fixtures for the purpose of maintaining such components in good or sound condition, e.g. lighting, minor painting, minor patching repair to finishes, manual ironmongeries for door/cabinets/ drawers, removal of imminent damage to the public in a small scale, etc.
 - (ii) Resuming or restoration of disordered or malfunctioned system, equipment or parts for the purpose of maintaining such components in good or sound condition without major parts replacement, e.g. control panels, switches, exhibits, electrical appliances, MCB/MCCB, fuses, etc. Working platform and lifting appliance for high level works will be provided by the CIC/ CIC-ZCP if necessary.
 - (iii) All inspection, checking, adjusting, servicing, modifying, testing, maintenance and repairing services shall be carried out by competent

personnel provided by the FM Service Provider in a safe, prompt and workmanlike manner to the satisfaction of the CIC.

3.4 Facility Maintenance Services at CIC-MiC

Maintenance Services for CIC-MiC Display Centre shall include but not limited to the following, facilities at CIC-MiC are included in Annex 6:

- 3.4.1 Regularly inspecting, reporting and providing minor and general repair and maintenance services for the building fabric (floors, walls, ceiling, windows, doors etc.), fixtures, furniture, signages and systems (e.g. MVAC) ;
- 3.4.2 Reporting to CIC/ CIC-ZCP any urgent repair, replacement or rectification works required and contact relevant contractors/sub-contractors to arrange for repairs, replacement, cleaning, etc., reporting on the follow-up actions taken and works implemented within twenty-four (24) hours of reporting the event/incident;
- 3.4.3 Regularly inspecting and carrying out minor E&M repair and maintenance works (e.g. changing light bulbs); and
- 3.4.4 Regularly inspecting and reporting any irregularities, breakdowns, defects or damages of CCTV, burglar alarm systems and rainwater/drainage system.

3.5 Safety

The FM Service Provider is responsible for ensuring the safety operation at site premises. The FM Service Provider shall provide a complete safety management plan and follow the safety management procedures as requested by CIC / CIC-ZCP. This includes, but is not limited to:

- (a) Checking and ensuring the health and safety of improvement works implemented at the Facility from time to time;
- (b) Providing all tools, consumables and safety facilities, personal protection equipment and other necessary materials as required for the execution of duties as required by this Contract. All necessary labour and materials of

any value, tools, instruments, testing equipment, and transportation, etc. required for carrying out fault attendance, routine and emergency inspection, testing, repair, replacement and maintenance services.

- (c) Taking all necessary safety measures, e.g. use of barriers, to the satisfaction of the CIC, to prevent people from getting accidental access to the Renewable Energy (RE) System at all points of entry and to maintain the same during the entire period of maintenance or repair work.
- (d) Conducting one (1) fire drill for the Facility and relief team and the staff of the Facility per annum. The FM Service Provider shall prepare and submit an analytical report within two (2) weeks after fire drill on the observations of the drills and recommendations and/or follow-up actions to be taken in response to fire safety for the Facility and its users.
- (e) Coordinating with the subcontractors and consolidating the following documentation ONE (1) week prior to the commencement of event set-up/engineering works:
 - (i) Method statement by the subcontractor, with endorsement from CIC-Safety team
 - (ii) Risk Assessment Report by the Registered Safety Officer under the Factories and Industrial Undertakings (RSO) of the subcontractor, with endorsement from CIC-Safety team
- (f) Coordinating with the subcontractors and ensuring the followings for each individual workday prior to event set-up/engineering works:
 - (i) Organising pre-work safety briefing
 - (ii) Collecting the Permit-to-Work and Dynamic risk assessment prepared by the subcontractor
- (g) The FM Service provider shall manage and update the CIC permit to works (PTW) system in accordance with statutory requirement, such as form 16A for electrical inspection and installation, PTW for high works, hot works, PTW for confined space, PTW for on-load checking (such as PV) and etc, those shall issue by service providers and report to CIC/ CIC-ZCP before any commencement of works.

- (h) The FM Service provider shall include and provide any protection barrier, such as hoarding, for their maintenance works and checking.
- (i) The FM Service provider is responsible for implementing and managing access control as follows with reference to the guidelines of the Smart Site Safety System.

- (i) Keys Control and Handling

- All physical keys must be handled, retained and managed by the FM service provider. Keys must be returned to the FM service provider upon completion of task or at the end of the day. Any lost or stolen keys must be reported immediately to CIC/ CIC-ZCP. Appropriate measures must be taken to ensure site security.
 - A comprehensive key directory or equivalent document must be maintained by the FM service provider. This directory shall include details of all keys, areas/ facilities and equipment of access.
 - A log of all issued and returned keys must be maintained, including the recipient's name, date and time of issuance and purpose.
- (ii) Access Control to danger zones and restricted areas, i.e. confined spaces, roof area, etc.
 - Smart access card must be issued to authorized personnel only. Each card must be uniquely identifiable.
 - Different access levels must be defined based on the role and responsibilities of the personnel. Access to danger zones and sensitive areas must be restricted to authorized personnel and Competent Person only. The FM service provider must verify that individuals have completed relevant safety training and possess the required qualifications.
 - Documentation of safety training and competency verification records for personnel authorized to danger zones and restricted areas shall be kept on file.

- A logbook of all issued access card, including the recipient's name, date and time of issuance, access level, purpose and location. For personnel accessing to restricted areas, time of entry and exit shall be recorded.
- (j) To enhance the worker health and work environment, the FM Service provider shall utilize exoskeletons during routine operations. The exoskeletons will be provided by CIC.

3.6 Handling of Sensitive and/or Personal Data

- (a) The FM Service provider shall provide a complete plan for handling sensitive and personal data fulfilling Personal Data (Privacy) Ordinances and get prior approval by CIC / CIC-ZCP before execution
- (b) Handling the sensitive and/or personal data in compliance to CIC protocols and practices
- (c) All paper-based records must be stored securely to prevent unauthorized access with erasure practice.
- (d) Maintaining and updating the log of sensitive and/or personal data erasure schedule.
- (e) Whenever personal data is collected in any Business Process, The FM Service provider shall ensure to follow the CIC's Data Collection Requirements as per Annex 12 "Data Collection Requirements" (For project involve personal data collection), "Direct Marketing Requirements" (For project involve Direct Marketing) and "Guidelines on Handling Personal and Confidential Data" of CIC's Personal Data (Privacy) Policy where appropriate.
- (f) No personal data should be kept longer than is necessary for the fulfilment of the purpose for which the data is used. When the retention period is over, the personal data should be erased or irretrievably anonymised unless erasure is prohibited by law or is not in the public interest.
- (g) Personal Data transfer to a third party for a purpose unrelated to the original purpose for which the personal data is collected and without the data subject's consent is strictly prohibited, unless for the situations in receiving legitimate, reasonable requests from government authorities, law

enforcement agencies, regulators or public/statutory bodies and CIC / CIC-ZCP was immediately notified in writing and consulted.

- (h) A due diligence shall be required in respect of the data protection requirements on each third-party (The FM Service provider who is at the role of Data User, or a Data Processor) processing Personal Data.
- (i) The FM Service provider shall aware the following responsibilities on data processing:
- Notify CIC / CIC-ZCP immediately when personal data breach / incident happens;
 - Respond to requests from individuals exercising their privacy rights;
 - Appropriate security measures in place for the Personal Data being processed; and
 - Comply with audit / information requests from CIC / CIC-ZCP.
- (j) Where relevant, CIC / CIC-ZCP may initiate an audit on the FM Service provider to ensure relevant security measures or process are in place.
- (k) The FM Service provider who processes personal data shall implement appropriate technical, physical, and organisational measures to ensure that Personal Data is subject to a level of security appropriate to the risk associated with the relevant processing. Such measures included but not limited to:
- The anonymisation, pseudonymisation, de-identification and encryption of personal data;
 - The ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - The ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and
 - A process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for

ensuring the security of the processing.

3.7 Coordination with CIC / CIC-ZCP subcontractors

- (a) The FM Service Provider must independently and directly coordinate with different parties including users, sub-contractors and other parties engaged by the CIC / CIC-ZCP, including organizing necessary meetings, collecting project information, data and conducting analysis, etc.
 - (i) Remarks: The contact details of the above CIC / CIC-ZCP's nominated contractor will be provided upon award of the contract.

3.8 Response Time

- (a) The FM Service Provider shall comply to the response time or agreed timeline on the outstanding items in Section 3, and submit incident report(s) to CIC/CIC-ZCP within THREE (3) days upon requested. The scenario examples are provided below, but no limited to, and are subject to the actual situation and decision by CIC/CIC-ZCP.
 - (i) Health & Safety Critical: Immediate
Example: Hazardous spill - immediate containment and cleanup.
 - (ii) Urgent: Immediate
Example: Fire alarm - immediate evacuation and response.
 - (iii) High Priority: Within 1 hour
Example: Critical equipment failure - technician dispatched within 1 hour.
 - (iv) Moderate Priority: Within 3 hours
Example: Maintenance support request - resources scheduled within 3 hours.
 - (v) Low Priority: Within 12 hours
Example: Minor plumbing issue - repair scheduled within 12 hours.

3.9 Handover to the CIC /CIC-ZCP or subsequent FM Service Provider prior to the Termination or Expiry of the Contract.

- (a) The FM Service Provider shall arrange a schedule handover to the CIC

/CIC-ZCP or subsequent FM Service Provider **ONE (1) month** prior to the termination or expiry of the Contract.

- (b) Site checking shall be conducted and necessary adjustments to the equipment/systems shall be made one month before expiry of the Contract to ensure that the site facilities and all Installations are in good working order and in safe, satisfactory and energy efficient operation conditions for handover.
- (c) The FM Service Provider shall ensure all the site facilities and all Installations is in good working order, safe and satisfactory operating condition at the time of handover. The successive maintenance contractor shall be invited by the CIC / CIC-ZCP to attend the joint site handover inspection.
- (d) During the handover inspection, any defect and/or damage found caused by the negligence of the FM Service Provider as construed from the terms and conditions of the Contract, shall be duly and timely rectified/repaired at the FM Service Provider's own expenses and to the satisfaction of the CIC / CIC-ZCP before arranging for another inspection.
- (e) The FM Service Provider's obligation under the Contract shall not be released until the site facilities and all Installations of the Contract are successfully handed over to the CIC / CIC-ZCP. All incurring expenses including the cost of works to be carried out by others due to the unnecessary delay in handover of the site facilities and all Installations to the CIC / CIC-ZCP upon the termination or expiry of the Contract shall be fully reimbursed from the FM Service Provider accordingly.

3.10 Other items of work directly or indirectly related to this Service Contract may be added by the CIC with the agreement of the FM Service Provider and shall form part of the overall scope of the Works Project and be covered by the terms of the Agreement with additional fees that mutually agreed by the CIC / CIC-ZCP and FM Service Provider.

4. Contract Period

4.1 The FM Service Provider shall provide facility management, maintenance and operation services initially for a fixed term period of two (2) years

tentatively commencing from 1 September 2025, and is renewable for another two (2) years tentatively from 1 September 2027 upon expiry of the initial Contract Period subject to the following circumstances:

- 4.2 The Services provided by the FM Service Provider complies with the CIC/ CIC-ZCP's requirements;
 - (a) The CIC/ CIC-ZCP is satisfactory to the Services provided by the FM Service Provider in the initial Contract Period;
 - (b) The quoted prices shall remain fixed throughout the renewal period; and
 - (c) Minutes agreement between CIC/ CIC-ZCP and the FM Service Provider.

5. Presentations

- 5.1 To attend all meetings with CIC/CIC-ZCP for the purpose of end user engagement, issues discussion, on-site inspections, progress meeting and maintenance contractors meeting when necessary;
- 5.2 Organising and arranging quarterly review meetings with CIC Representatives and relevant service providers, i.e. security, cleaning and landscape contractors; and preparing and submitting the minutes / record (if required) of each meeting to the CIC/ CIC-ZCP no later than 7 days after the meeting.

6. Deliverables

- 6.1 The Contractor and all deliverables shall comply with the Contract requirements to the satisfaction of the CIC. Should there be different interpretations between the CIC and the FM Service Provider against any requirements in the Contract, the CIC shall have the final jurisdiction on the explanation and approach of the implementation for the requirements. The FM Service Provider shall follow the explanation of the requirements and the instructions given by the CIC to implement the solution to the satisfaction of the CIC.
- 6.2 To prepare and submit a **Monthly Report** as follows:
 - (i) Submitting a monthly report summarising what Services were

performed in the Facility during the past month and follow-up actions and services scheduled for the upcoming months; The content and format of the report to be proposed by the FM Service Provider and agreed by the CIC/ CIC-ZCP;

- (ii) Organising and attending monthly meetings to review the operation of the Facility and the performance of the FM Service Provider for the previous month;
 - (iii) Organising and attending any ad-hoc operational meetings for effective performance of the Services or resolution of contractual issues;
 - (iv) Preparing and submitting the minutes / record (if required) of each meeting to the CIC/ CIC-ZCP no later than 7 days after the meeting.
- 6.3 To consolidate and update the **Site Work Schedule bi-weekly**, including but not limited to the followings:
- (i) Repair / Maintenance/ Rectification/ Replacement/ Uplifting & Improvement works
 - (ii) Routine Operations, including landscape maintenance, cleaning and security activities
 - (iii) List of Defects and Outstanding Works
- 6.4 To maintain and update the **Contact List of Contractors half-yearly**.
- 6.5 To maintain and update the **Inventories of the Installations quarterly**.
- 6.6 To update the **List of Licenses and Statutory Certificates monthly**.
- 6.7 All deliverables produced by the FM Service Provider shall be subject to the acceptance by the CIC. The CIC/ CIC-ZCP will endeavour to respond to and comment on the Services submitted by the FM Service Provider within 2 weeks of submission as practical as possible. The FM Service Provider shall rectify and supplement the submissions within 1 week upon receiving comments from the CIC/ CIC-ZCP and/or stakeholders.
- 6.8 All documents shall be submitted electronically in MS Word format, MS Excel format (for data) and in pdf file format or any other formats as

applicable which are readily printable.

- 6.9 All reports must be submitted in English and Traditional Chinese to the satisfaction of the CIC/ CIC-ZCP.
- 6.10 Information prepared or collected by the Contractor, its specialist(s) and the sub-consultant(s) / sub-contractor(s) and their employees and agents in the course of the Services shall be borne with the CIC/ CIC-ZCP.
- 6.11 The copyright of all reports, documents, recommendations, data and any other information prepared or collected by the FM Service Provider, its Specialist(s) and the Sub-contractor(s) and their employees and agents in the course of this Services shall be borne with the CIC/ CIC-ZCP.

7. Management of the FM Service Provider

- 7.1 The FM Service Provider shall be directed and supervised by the CIC.
- 7.2 References to the CIC in this Assignment Brief and its Annexes (if any) shall include the committees and/or task forces and/or task groups set up under the CIC/ CIC-ZCP. The CIC Secretariat will facilitate the CIC/ CIC-ZCP in supervising the FM Service Provider.
- 7.3 The FM Service Provider shall obtain the approval of the CIC/ CIC-ZCP (where appropriate) before commencement of each stage of the Assignment.
- 7.4 The FM Service Provider shall attend all meetings held by the CIC/ CIC-ZCP formed for this Services and the internal meetings of the CIC/ CIC-ZCP as required and necessary.

8. FM Service Provider Requirements

Requirements of the FM Service Provider shall include but not limited to the following:

- 8.1 Deploying only technically qualified and competent staff:
 - (i) To operate the building services systems and equipment to enhance

- energy efficiency, thermal comfort, and facilitate the achievement of the zero carbon objective;
- (ii) To keep facilities in good order and drive preventive maintenance;
 - (iii) To ensure smooth day-to-day operation of the Facility and provide professional and efficient support for events/activities held at CIC-ZCP;
 - (iv) To prevent damage to CIC/ CIC-ZCP's property and injury to persons; and
 - (v) To be responsible for specified maintenance checking, especially Electrical and Mechanical works, such as Registered Electrical Workers (REW) for Electrical, Fire Services (FS) license contractor for FS, Licensed Plumber for Plumbing and Drainage, REW for Solar Photovoltaic (PV) system, Competent Person for confined space, high works & hot works and etc.
- 8.2 An onsite management office will be established at CIC-ZCP, with all on-duty staff responsible for daily operation from 8:30 a.m. to 6:30 p.m., seven days a week, including public holidays, unless otherwise instructed by CIC / CIC-ZCP. An onsite Facility Management (FM) team, consisting of technical and operational staff, will be exclusively dedicated to managing, maintaining, and operating the facility.
- 8.3 An emergency service is to be manned and available 24 hours a day, 7 days a week, 365 days per year (366 when a leap year occurs) throughout the year including Sundays and general holidays, rainstorm warning and typhoon periods should urgent actions be required or an event has occurred that may threaten the occupants/tenants/visitors' enjoyment of the Facility.
- 8.4 Arranging their onsite staff and leave relief and making available the monthly duty roster of all staff to CIC/ CIC-ZCP.
- 8.5 Extending their operation hours beyond 6:30 p.m. (on an hourly basis) to provide operational support for various events held in the Facility from time to time. Emergency incidents support is also required beyond standard operation hours. In such instances, CIC/ CIC-ZCP will notify the FM Service Provider at least Seven (7) days in advance for the arrangement. All required onsite staffs will be eligible for overtime payment to be prior agreed with CIC/ CIC-ZCP.

- 8.6 Being the first point of contact for CIC/ CIC-ZCP, all building occupants/tenants and consultants/contractors/sub-contractors for all routine matters.
- 8.7 Providing a high standard of customer service at all times and that all of the FM Service Provider's management staff, employees, agents and sub-contractors etc. shall behave themselves and conduct the business in a courteous, respectful and professional manner.
- 8.8 Ensuring that their onsite staffs are familiar with the operation of the Facility, and be familiar with all exhibitions/events held at CIC/ CIC-ZCP in order to answer public enquiries and provide general docent service to visitors if required.
- 8.9 Keeping staff turnover rate to a minimum without compromising the quality of the Services provided. The CIC/ CIC-ZCP reserves the right for payment deduction due to manpower shortage.
- 8.10 Relief staff has to be arranged when the onsite staffs take leave and/or absent from duty. Relief staff shall possess equivalent professional and technical qualification and/or experience as the staff being replaced and shall be approved by CIC/CIC-ZCP.
- 8.11 The FM Service Provider is responsible to provide the office equipment for the FM Office (e.g. desktop computer, printer, photocopier, stationaries, fax and Wifi etc.)
- 8.12 When the Typhoon Signal No. 8 or above or Black Rainstorm Signal is hoisted, the daily operations will be changed in remote operation. The FM Service Provider shall provide the emergency contact for any emergency services. The FM Service Provider should return to the Facility for site inspection at least ONE (1) hour in advance on the next day if the Typhoon Signal No.8 or above or Black Rainstorm Signal is cancelled after operating hours.
- 8.13 The FM Service Provider shall provide the staff uniform and badges for the daily operations.

- 8.14 Any staff who missed their shift by leaving their workplaces without a proper explanation, missed or late clock-ins, etc. will be deemed to be negligent. CIC / CIC-ZCP has the right to ask for replacements without any compensation to the FM Service Provider. The FM Service Provider must compensate CIC / CIC-ZCP for the negligence of its staff. Compensations are summarized as follows:

Lateness/ Leave Early

- If a staff is late / leave early for his duty for more than 15 minutes and less than 30 minutes, it will be counted as $\frac{3}{4}$ shift.
- If a staff is late / leave early for his duty from 30 minutes to 180 minutes it will be counted as $\frac{1}{2}$ shift.
- If a staff is late / leave early more than 180 minutes, it will not be counted for payment of the whole shift although the contractor has the responsibility to provide full service strength.

If a staff is absent without prior notice and the FM Service Provider fails to provide a substitute in time, CIC / CIC-ZCP reserves the right to recover a compensation from the FM Service Provider which is equivalent to twice the daily wages of the staff for each unauthorized absence.

- 8.15 The management staff of CIC / CIC-ZCP will constantly review the performance and the service quality. If the service is substandard and the FM Service Provider fails to address the issues raised by CIC / CIC-ZCP despite warnings issued by CIC / CIC-ZCP in writing, CIC / CIC-ZCP reserves the right to immediately terminate the contract and to ask the FM Service Provider and its staff to leave CIC / CIC-ZCP. The FM Service Provider will not receive any compensation from CIC / CIC-ZCP for termination of contract.
- 8.16 During the contract period, the the FM Service Provider cannot unilaterally terminate the contract. The the FM Service Provider must notify CIC / CIC-ZCP in writing at least three (3) months in advance for termination of the contract. On the other hand, CIC / CIC-ZCP shall notify the FM Service Provider in writing at least three (3) months in advance if CIC / CIC-ZCP seeks to terminate the contract early. CIC and/or its subsidiary shall not be liable for any loss incurred by the FM Service Provider due to the early

termination of the contract. However, CIC / CIC-ZCP can immediately terminate the contract with the service without any compensation to the the FM Service Provider if it fails to provide the services to the satisfaction of CIC / CIC-ZCP and/or if it has committed willful negligence. The FM Service Provider shall be liable for the extra costs (including wages and salaries) incurred by CIC / CIC-ZCP by engaging a new the FM Service Provider due to the early termination of the contract with the the FM Service Provider.

9. FM Service Provider's Office and Staffing

- 9.1 The FM Service Provider shall maintain for the duration of this Services an office in Hong Kong under the control of a Facility Services Manager with at least 5 years of management experience in field relevant to the subject matter of the Service project. The Facility Services Manager will act as the main contact point for CIC/ CIC-ZCP and relevant parties for Services delivery throughout the Contract Period.
- 9.2 The FM Service Provider must hold a valid license issued by the Property Management Services Authority (PMSA).
- 9.3 The composition of the FM Service Provider team shall also include at least the following **Core** team members:

9.3.1 ONE (1) Facility Services Manager (full time on-site):

1. Requirement:

- i. Degree holder in Facilities Management / Building Services Engineering / Electrical Engineering or related disciplines;
- ii. At least 5 years post-qualification experience in facilities management. Candidate possesses with working experience in public park / education institutes is preferred;
- iii. Strong background and technical knowledge in building services maintenance and well versed in statutory requirements of building services and electrical systems and facilities management and other related disciplines. Candidate possesses with basic knowledge in BMS and CCMS is preferred;

- iv. Good leadership, communication interpersonal and management skills
- v. A good command of both written and spoken English and Chinese
- vi. High proficiency in MS Office applications

2. Responsibilities:

- i. Supervising the onsite team for the Services
- ii. Manage, operate and maintain the site and facilities, including the investigation and diagnosis of any defects
- iii. Conduct regular inspection and upkeep the site and its facilities, ensure the areas are properly maintained and report any faults
- iv. Supervise and oversee the regular routine maintenance, inspection and usage management of our facilities
- v. Monitor the progress / quality of work performed by outsourced contractors
- vi. Administration work of the office
- vii. Coordinate and supervise contractors/vendors' work and documentation
- viii. Handle urgent and emergency incidents
- ix. Performing any other duties as assigned

9.3.2 **TWO (2) Technical Supporting Staff (full time on-site):**

1. Requirement

- i. Form 3 or above with at least 4-year experience in Property Management / Facilities Management Industry
- ii. Equip with skills in providing technical support to carpenter, painting, electricity, ventilation, water and drainage, BMS systems, and any other building services and/or builder work provisions
- iii. At least one technical support staff shall be a registered electrical worker (Grade A) with relevant health and safety certifications / Certified Worker for Confined Space or

equivalent

- iv. Good in written and spoken English and Chinese
- v. workable to work independently and attend emergency calls.
Equip with computer skill is preferred.
- vi. Able to provide manual labour.

2. Responsibilities:

- i. Performing daily operational activities which include venue set-up and moving-out for events, workshops and conferences, involving manual labour works.
- ii. Providing daily operation and monitoring of BMS, CCMS and building services systems and equipment.
- iii. Providing hands-on support to carry out day-to-day repairs and maintenance works as required.
- iv. Perform preventive and breakdown technical support and maintenance for mechanical/electrical services, BMS and CCMS systems, chiller and electrical control.
- v. Administration work of the office.

9.4 The FM Service Provider team as a whole, and each individual within the team shall have the experience of conducting projects of similar nature and scope of those required in this works project.

9.5 The FM Service Provider shall provide the CIC/ CIC-ZCP with full details of staff to be employed on the Service project together with the onsite FM service Provider team structure, their curriculum vitae and proof of qualifications for prior approval from the CIC/ CIC-ZCP upon commencement of the Service. A prior interview with the FM core team members may be required by the CIC/ CIC-ZCP. The Facility reserve the right to request the manpower replacement if FM performance is not up to standard.

9.6 The FM Service Provider shall notify CIC **at least ONE (1) month** in advance for any changes of staff. Separate approval from the CIC/ CIC-ZCP should be obtained for any subsequent changes of staff.

- 9.7 On any given day, the FM management office should be manned by (1) Facility Services Manager and (2) Technical Supporting Staff. All staff on duty shall manage the office from 08:30 a.m. until 6:30 p.m. The staff in each respective role shall have appropriate professional and technical qualifications.
- 9.8 The FM Service Provider shall notify CIC / CIC-ZCP at least Seven (7) days in advance by email for any annual or other leave arrangement related to the key staffs as stated in Section 9.2. In case of accidental absence of any key staff, FM management office should inform CIC/ CIC-ZCP before 8.30 a.m. and delegate reliever to report duty within 3 hours (i.e. before 11.30 a.m.).
- 9.9 The Service project team shall provide all specialist and sub-consultant / sub-contractor services (not limited to those specified in Paragraph 9.3 above) required for the satisfactory completion of the Services. No additional fees or expenses for the provision of such services rendered locally or overseas shall be payable by the CIC/ CIC-ZCP.
- 9.10 The onsite team shall be supported and considered together with the FM Service Provider's headquarter resources including but not limited to technical support, administrative support, and general operational support, etc.
- 9.11 The Facility Services Manager shall attend all the meetings as may be called upon by the CIC/ CIC-ZCP.
- 9.12 The FM Service Provider shall provide staff and manpower input in accordance with the technical proposal made at the tender stage, and that the CIC/ CIC-ZCP shall have the right to check the time-log record of the FM Service Provider's staff deployed for the works project.
- 9.13 In the event of any deviation or change of team members with respect to the submitted tender, prior approval from the CIC/ CIC-ZCP must be sought.
- 9.14 In the event, for reasons beyond his control, the FM Service Provider is unlikely to provide or maintain any key staff as specified in the proposal, he should report to the CIC/ CIC-ZCP as soon as practicable and propose for

the CIC/ CIC-ZCP's approval of a substitute staff having qualification and experience comparable with the staff who is leaving the works project team. The FM Service Provider shall ensure adequate handover for the changeover of staff to minimise disruptions to facility management, maintenance and operations.

10. Insurance

10.1 The FM Service Provider shall, at its own expense, arrange the following insurance for CIC/ CIC-ZCP:

10.2 Public Liability

- (a) The FM Service Provider shall include CIC/ CIC-ZCP as joint insured under its public liability insurance policy, which shall indemnify CIC/ CIC-ZCP and all service contractors in respect of loss or damage to any property, real or personal, and personal injuries or deaths arising out of or in the course of or caused by the carrying out of the services. The limit of indemnity of such insurance shall be an amount not less than HK\$50,000,000.00 for any one occurrence, and unlimited during the period of such insurance. The policy shall remain in force throughout the service contract period.
- (b) The FM Service Provider shall, at their own discretion and cost, effect a higher limit of indemnity if they find it necessary in order to reflect the risk exposures of the service requirements to the FM Service Provider.
- (c) The policy shall contain a "Cross Liability Clause" as if a separate policy had been issued to each of CIC/ CIC-ZCP and the service contractors. For other clauses including but not limited to Extension of CIC/ CIC-ZCP's Property under care, custody or control of the FM Service Provider, waiver of subrogation against CIC/ CIC-ZCP, a 90 days' notice of non-renewal/cancellation by Insurer, etc.

10.3 Employees' Compensation

- (a) The FM Service Provider shall include the name of CIC/ CIC-ZCP as joint insured under their Employees' Compensation Insurance policy. The FM Service Provider shall effect and maintain Employees' Compensation Insurance under the Employees' Compensation Ordinance (Cap 282 of the laws of Hong Kong) throughout the service contract period. The FM Service Provider as the insured shall name CIC/

CIC-ZCP as the Principal in the Employees' Compensation Insurance policy with "Indemnity to Principal Endorsement Clause (W338)" to the effect that the policy is extended to indemnify CIC/ CIC-ZCP as the principal against liability at law (including liability under relevant statutes, common law and equity) in like manner to the Insured but only so far as concerns the liability of the Principal (CIC/ CIC-ZCP) to employees of the Insured engaged in connection with a contract undertaken by the Insured for the Principal (CIC/ CIC-ZCP).

- (b) The clause wording of "1. The Company shall not be liable under this Endorsement (except under the Legislation) in respect of any injury by accident or disease due to or resulting from any act default or neglect of the Principal, his servants or agents" should be deleted in W338 – Indemnity to Principal Endorsement Clause" in case this clause is added.
- (c) The clauses such as a 90 days' notice of non-renewal/cancellation by insurer, waiver of subrogation against CIC/ CIC-ZCP and etc.

10.4 Property All Risks

- (a) The FM Service Provider shall insure in the joint name of CIC/ CIC-ZCP (and other names to be required) with full rebuilding cost / reinstatement values of the building and contents and/or other properties (*to be provided) that CIC/ CIC-ZCP is legally responsible to insure for its physical loss or damage.

10.5 Professional Indemnity

- (a) The FM Service Provider should have properly arranged their Professional Indemnity insurance policy for their services conducted throughout the service contract period.

10.6 Miscellaneous

- (a) All above are subject to further requirements of Hong Kong SAR Government to be verified by CIC/ CIC-ZCP;
- (b) A copy of the all insurance certificates and policies (including all schedules and jackets), premium receipts of the insurance premium paid shall be deposited with CIC/ CIC-ZCP prior to commencement of work;
- (c) The above-mentioned insurance policies shall contain terms satisfactory to CIC/ CIC-ZCP to the effect that the liability of CIC/ CIC-ZCP shall be covered in all aspects and contain such provisions of the interests of CIC/ CIC-ZCP as CIC/ CIC-ZCP may require;

- (d) The FM Service Provider shall with all due diligence conform all conditions of insurance policies effected under the contract and all reasonable requirements of the insurers in connection with the settlement of claims, the recovery of losses and prevention of accident and the FM Service Provider shall bear the consequence of any failure to do so. The FM Service Provider shall bear the cost of all expenses, excesses (deductibles), exclusions or limitations applying under the said policies.
- (e) CIC may be ported out of the insurance policies in which its subsidiary shall be ported in.

11. List of Annexes

Annex 1 Project information

Annex 2 Master Layout Plan of CIC-ZCP and CIC-MiC

Annex 3 Key Building Services Systems and Equipment CIC-ZCP

Annex 4 General and Minor Maintenance Schedule CIC-ZCP

Annex 5 Electrical & Mechanical Maintenance Schedule CIC-ZCP

Annex 6 Building Services Systems and Equipment of CIC-MiC

Annex 7 List of Licenses and Certificate

Annex 8 Key Performance Indicators

Annex 9 House Rules

Annex 10 General Specification

Annex 11 Sample of method statement and risk assessment report

Annex 12 Personal Data (Privacy) Policy – Standard and Procedure

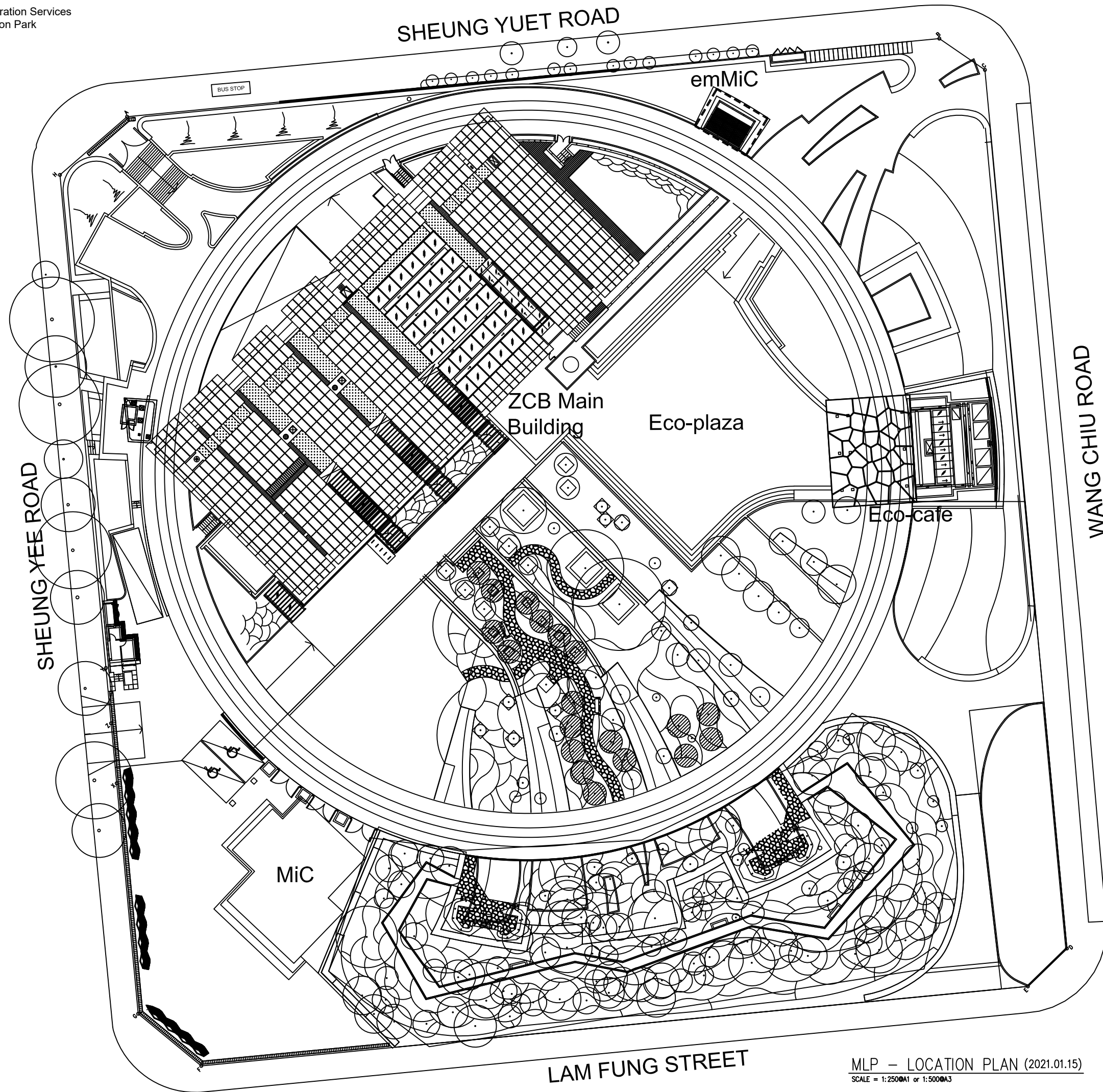
Annex 1 – Project Missions and Information

1. CIC-ZCP covers a total land area of 14,700m². It is a three (3) story building occupying a total gross floor area of 3,305m². CIC-ZCP aims to achieve net carbon footprint and is surrounded by an open landscape area which constitutes approximately 49% of the site.
2. CIC-ZCP 's missions includes:
 - (i) Showcase state-of-the-art low/zero carbon building design and technologies to the construction industry locally and internationally with a view to promote their application in Hong Kong;
 - (ii) Raise community awareness of low carbon living in Hong Kong and promote behavioral changes towards low carbon living by providing guided tours and organising education programs;
 - (iii) Regularly disseminate the latest low/zero carbon building technologies and practices to industry stakeholders;
 - (iv) Exhibit smart city technologies, enabling people in Hong Kong to have real life experiences of such technologies; and
 - (v) Increase the utilisation of CIC-ZCP facilities including the multipurpose hall, indoor and outdoor exhibition spaces by stakeholders of the construction industry and related sectors, to create more benefits and strengthen ties with the industry.
3. Spaces at CIC-ZCP for engagement activities includes:
 - (i) **Indoor Facilities**
 - (a) Exhibition areas (780m²)
 - (b) Eco-office (accommodating up to 8 staff) (30m²)
 - (c) STEAM Lab and display gallery (150m²)
 - (d) Multipurpose hall (MPH, for conferences, seminars, workshops, weddings etc.) (260 m²)
 - (e) Covered entrance area (100m²)
 - (ii) **Outdoor Facilities**
 - (a) Eco-café (10m²)
 - (b) Souvenir shop (10m²)
 - (c) Eco-plaza and outdoor exhibition areas (900m²)
 - (d) Commercial area (1,300m²)
 - (e) Open landscape area (comprising footpaths, sitting areas, an urban native woodland, etc.)
 - (f) Two disabled parking space
 - (iii) CIC-ZCP offers up to an estimated 4-6 tours per day (maximum 50 visitors per tour, 1.5 hours per tour) and receive on average 150 visitors per day (both organised tours and walk-in visitors). Visitors comprise of construction industry practitioners, students and members of the general public. In addition, the MPH and various outdoor spaces are available

for rental by hirers to host various events

- (iv) CIC-ZCP's operating hours are shown below:
 - (a) Exhibition area: 10:00 a.m.- 7:00 p.m., 7 days a week (closed on Public Holidays)
 - (b) Eco-office: 8:30 a.m.- 6:20 p.m., 7 days a week
 - (c) STEAM Lab: 9:00 a.m.- 6:00 p.m., 7 days a week (Closed on the first three days of the Lunar New Year)
 - (d) Multipurpose Hall: 9:00 a.m.- 2:00 p.m. or 2:00 p.m.- 6:00 p.m. (Half day) or 9:00 a.m.- 6:00 p.m. (Full day)
 - (e) Public Open Landscape Area: 7:00 a.m.- 8:00 p.m., 7 days a week

- (v) Examples of the main types of events held in the MPH are listed below:
 - (a) Conferences and seminars
 - (b) Ceremonies: signing ceremonies, award ceremonies, etc.
 - (c) Exhibitions: environmental products, building materials; construction equipment, art and university graduation projects, etc.
 - (d) Workshops: STEM, handicraft, art jamming and demonstrations, etc.
 - (e) Festive events: Christmas show, Carnival etc.
 - (f) Performances: concerts and singing contests, etc.
 - (g) Community events: charity events, etc.
 - (h) Weddings



LAM FUNG STREET

MLP – LOCATION PLAN (2021.01.15)
SCALE = 1:2500A1 or 1:5000A3

Annex 3 – Key Building Services Systems and Equipment at CIC-ZCP

HVAC & Combined Cooling, Heat and Power (CCHP) Tri-generation System
Biodiesel Generator
Absorption Chiller
Desiccant Humidifier
Ventilation System (PAU & AHU)
Electric Chillers
VAV Control
Underfloor Air Supply System
High Volume Low Flow Fans
Chilled Water Pumps
Condensing Water Pumps
Cooling Tower
Chilled Beam
Central Control and Monitoring Systems (CCMS)
Fire Services System
Automatic Sprinkler System
Fire hydrant/ Hose Reel System
Fire Alarm System
Emergency Battery Lighting System
Plumbing and Drainage System
Fresh Water System
Flushing Water System
Black Water System
Grey Water System
ELV System
CCTV System
PA System
Intercom System
Emergency Call Bell System
ELV System (Magnetic Door, Breakglass, Release Button)
Outdoor PA System
PV System
Building Management System (BMS)
Electrical Monitoring System (EMS)
Lighting System
Active Skylight
Lift System
Passenger Lift
Others
Blackwater, greywater recycling & storm water harvesting

Electrical and Mechanical Modular Integrated Construction for stormwater Air-conditioning System (emMiC) (underground storm water cooling chiller system)
Omni flow (wind and solar energy system)
Sun Tracing Solar System
Air Improvement Photovoltaic (AIPV) Glass canopy

Annex 4 – General and Minor Maintenance Schedule

1. The Contractor shall reimburse the costs of material of matching and equivalent standard **upon CIC-ZCP approval** (unless otherwise specified), carry out and complete any day-to-day repair and maintenance works including but not limited to the followings within the specified time and in compliance with any guidelines and instructions as may be from time to time given by the CIC/ CIC-ZCP Representative :

Nature of Works

(a) General Maintenance

- Clear blockage of outdoor surface channels, gutters, drains, sewers, manholes
- Repair/replace defective locks, closers, hinge, latch, bolts or any other ironmongery of doors and gates
- Repair/replace signs and notices
- Repair/replace benches, chairs and tables
- Repair cupboards and fixed furniture
- Repair/replace litter containers
- Repair/replace broken glasses or windows (except curtain wall and tempered glass)
- Repair/replace first-aid equipment
- Repair minor damage to wall and floor surface and minor touch-up of paints
- Replace/re-fix floor tiles/carpets

(b) Toilet and Toilet Facilities Including but not Limited to

- Replace water closet seats and covers
- Repair defective flush toilets and urinals
- Refix/replace coat hooks
- Refix/replace locking device for water closet cubicle compartment doors
- Refix/replace soap/spectacles holders
- Clear blockage of water closets, urinals, wash hand basins, sinks, drains, sewers and surface channels
- Replace washers of leaking water taps
- Replace broken/defective mirrors
- Repair/replace soap dispensers
- Repair/replace toilet paper holders and paper towel holders
- Repair/replace hygiene units and air refresheners
- Repair/replace lockers, if any
- Repair/replace hand dryers

Nature of Works

(c) General Electrical Equipment

- Replace faulty fluorescent tubes, compact fluorescent lamps, LED lighting, light bulbs, magnetic and electronic ballasts of all light fittings including general lightings, exhibit lightings and decorative lightings
 - Investigate minor electrical fault and reset of MCBs after clearing of faults
 - Repair/replace faulty or defective plugs and sockets
2. The Contractor shall report and coordinate with the maintenance service contractor, or any other nominated service contractor separately engaged by the CIC/ CIC-ZCP with a view to immediately arranging for the carrying out of necessary repair and replacement of faulty appliances, equipment and systems and other damages during the DLP period of the respective construction package contractors. After expiry of the DLP period, the Contractor shall take up all the respective operation and maintenance works. The Contractor shall exercise every reasonable step to monitor the rectification progress and to minimize the period of service suspension.
3. The Contractor shall repair any damage found on the plinth and planter of the exhibits installed in the Facility. The Contractor shall also coordinate with the nominated contractor and / or other related parties as specified by the CIC/ CIC-ZCP Representative for the general maintenance of the exhibits.

Annex 5 – Electrical & Mechanical Maintenance Schedule

The Contractor shall uphold the conditions of the Facilities and carry out routine inspection and preventive maintenance to the Facilities. The inspection record shall be properly kept track of and recorded in a format approved by CIC/ CIC-ZCP. As a minimum, the inspection and preventive maintenance schedules shall include but not limited to the following key items:

Equipment	Inspection & Preventive Maintenance	Frequency
Chiller	<ul style="list-style-type: none"> - Check for any abnormal noise, vibration, pressure drop and temperature - Check running current - Check oil level in compressors 	Daily
	<ul style="list-style-type: none"> - Check compressor oil pressure and temperature - Check operation of temperature and current limiting module - Check the liquid of refrigerant level - Check operation of flow switch - Check oil system 	Every Month
	<ul style="list-style-type: none"> - Check for oil filter or drier as required - Check compressor oil pressure replace oil filter as required - Inspect wiring connection and check overheating 	Every 6 Months
	<ul style="list-style-type: none"> - Check control panel, functional tests control and safety cutout - Clean condenser tubes and chiller tubes as required from the performance of chiller - Check and clean motor starter and contactors 	Annual
Cooling Tower	<ul style="list-style-type: none"> - Check cooling water for clarity, odour, surface debris and temperature. - Check strainers - Check float valves - Check water treatment dosing equipment, and conductivity sensors - Check water treatment chemicals for adequacy and safety - Check fans, drives and gearbox - Check water level of basin - Check bleed-off valve - Check air inlets and fan screens 	Weekly
	<ul style="list-style-type: none"> - Check cooling water quality - Check internal surfaces of cooling tower / evaporative condenser for scale, rust, sludge and biofilm accumulation - Check condition / cleanliness of fill pack / tubes - Check condition / cleanliness of drift eliminators - Check condition / cleanliness of distribution 	Monthly

Equipment	Inspection & Preventive Maintenance	Frequency
	troughs / spray headers and nozzles <ul style="list-style-type: none"> - Check for system leakage and overflow from cooling tower - Clean strainers - Carry out water sampling 	
	<ul style="list-style-type: none"> - Adjust and lubricate pumps and pump motors - Adjust and lubricate fans and fan motors - Adjust and lubricate valves - Clean water distribution pipework, including nozzles 	Every 3 Months
	<ul style="list-style-type: none"> - Tighten all fasteners - Clean water basin and all internal surfaces of cooling towers - Remove drift eliminators and fills for cleaning - Remove end cap in each header for cleaning 	Every 6 Months
Water Pump	<ul style="list-style-type: none"> - Check running current - Check for any leakage - Flush the discharge pipeline to prevent pipe blockage 	Daily
	<ul style="list-style-type: none"> - Check for any serious reduction on pump performance, which may possible due to wear of stator and / or rotor - Check that the sheath is not damaged. - Check that the cables are not kinked or nipped - Check that all parts are in good condition, and that bolts and nuts are securely tightened - Check that parts are not worn to such an extent that the pump performance is affected - Check that the oil is clean and is not mixed with water - Check that equipment does not leak or is otherwise damaged 	Every 6 Months
	<ul style="list-style-type: none"> - Check all fastener's for tightness - Replace oil at pump cooling system 	Annual
Fresh / Flushing / Reclaimed Water Tank	<ul style="list-style-type: none"> - Close the inlet and outlet valves of the water tank - Empty the water tank through washout pipe - Thoroughly scrub and clean the water tank and the inlet/outlet pipes with fresh water - Drain dirty water through washout pipe - Scrub water tank thoroughly with a solution of chloride of lime or bleaching powder containing not less than 50 parts per million of chlorine solution - Rinse water tank thoroughly with fresh water - Drain water through the washout pipe. 	Every 3 Months

Equipment	Inspection & Preventive Maintenance	Frequency
	<ul style="list-style-type: none"> - Refill water tank with fresh / flushing water - Open the inlet and outlet valves and the water tank is ready for use - Carry out water sampling for Legionnaire's bacteria test and total bacteria count 	
AHU/Fan/Fan coil	<ul style="list-style-type: none"> - Check for any abnormal noise and vibration - Check drainage condition, if blocked - Check and clean air filters 	Every Month
	<ul style="list-style-type: none"> - Re-grease bearings and lubricate all moving parts - Check condition and tension of V-belts 	Quarterly
	<ul style="list-style-type: none"> - Clean out dirt and dust from motor - Replace air filter if necessary - Check and clean cooling coils if necessary 	Annually
Ceiling Fan	<ul style="list-style-type: none"> - Check for any abnormal noise and vibration 	Every Month
	<ul style="list-style-type: none"> - Re-grease bearings and lubricate all moving parts - Check condition and tension of V-belts 	Quarterly
	<ul style="list-style-type: none"> - Clean out dirt and dust from motor 	Annually
Underfloor air diffuser	<ul style="list-style-type: none"> - Remove the diffuser cover for cleaning 	Every Month
Chemical dosing unit	<ul style="list-style-type: none"> - Check timer and level sensor relay - Check suction tube of each dosing pump and ensure no air bubble - Clean chemical tanks if contaminated (empty the tank, flush with plenty of water and then refill chemical) 	Monthly
FH/HR System	<ul style="list-style-type: none"> - Check to ensure all hydrant outlets and hosereel nozzles intact and are not damaged or misused for other purpose 	Quarterly
	<ul style="list-style-type: none"> - As routine quarterly maintenance. - Check the operation of all fire hose reels and hydrant valves - Test the pressure and flow of the water supply on the hose reel and fire hydrant installation 	Annually
Fire Alarm System	<ul style="list-style-type: none"> - Visual check AFA control panel for proper operation 	Quarterly
	<ul style="list-style-type: none"> - As routine quarterly maintenance - Random check 20 nos. of smoke or heat detector for corrected function 	Annually
Sprinkler System	<ul style="list-style-type: none"> - Visual check sprinkler heads and replace painted or distorted sprinkler heads - Check sprinkler water alarm gongs for correct function. - Check all pressure gauges for proper system pressure - Check all sprinkler inlets to ensure that threads are in order and no leakage occurs, and repair as necessary 	Quarterly
	<ul style="list-style-type: none"> - As routine quarterly maintenance - Check sprinkler flow switch alarms for 	Annually

Equipment	Inspection & Preventive Maintenance	Frequency
	<ul style="list-style-type: none"> correct function - Test the pressure and flow of the water supply on the sprinkler installation 	
Portable Fire Extinguisher System	<ul style="list-style-type: none"> - Visual check for the condition of fire extinguisher and sand bucket and it is properly located. 	Quarterly
	<ul style="list-style-type: none"> - As routine quarterly maintenance - Random check the certification of fire extinguisher and refill as necessary. 	Annually
Reclaimed Water System	<ul style="list-style-type: none"> - Check system operation - Carry out water sampling 	Every Month
	<ul style="list-style-type: none"> - Replace filter 	Bimonthly
	<ul style="list-style-type: none"> - Replace UV lamp - Clean the unit of UV Sterilizer - Clean quartz sleeve 	Annually
	<ul style="list-style-type: none"> - Replace Quartz sleeve 	Every 3 years
Lighting System	<ul style="list-style-type: none"> - Inspect luminaries for correct operation; renew lamps, starter switches, on control gear, and check wiring terminations, if necessary - Self-test the luminaries with emergency conversion kit to ensure the battery back-up function correctly 	Every Month
	<ul style="list-style-type: none"> - Clean light-controlling surface (reflectors and diffusers/louvers) at intervals - Clean lamps/tubes 	Every 6-12 Months as required
RCD	<ul style="list-style-type: none"> - Self-test the RCD to ensure the unit function correctly 	Every 3 months
MCB	<ul style="list-style-type: none"> - Clean all external and internal dust and dirt from the equipment - Inspect cable insulation and insulation within the distribution board for evidence of damage or overheating - Check fuse for fused connection units, renew where necessary - Check that the mechanism of all MCBs operates freely - Check all cable terminations and earth connections for tightness - Check that all conduit and cable gland terminations associated with the distribution board are tight - Check paintwork for corrosion. If present, clean and repaint as necessary 	Annually
CCTV System	<ul style="list-style-type: none"> - Clean the viewing screen of monitor - Clean the lens of camera - Clean the front glass of weatherproof housing 	Every Month
PA system	<ul style="list-style-type: none"> - Clean the ceiling speaker surface with soft dry cotton cloth - Clean the cabinet, panel and control console with a soft cloth 	Every 6-12 Months as required

Equipment	Inspection & Preventive Maintenance	Frequency
Emergency Call Bell System	- Push the emergency call bell button and make sure that there is a buzzer and indication lamp function properly	Every 6-12 Months as required
BMS	- Clean the computer - Software configuration setting check - Network point status summary operation - Check wiring connection	Every 3 months
	- Check graphic formation - Check manual override function - Check individual critical points function properly	Every 6-12 Months as required
Lift	- Comply with the statutory requirement	-
PV System	- Check the status of field devices via the Work Station computer - repair/replace the wear-out portion if necessary - Check and backup the system software parameter - Identify the frequency failure item via the workstation computer for corrective maintenance arrangement - Visual check the condition of control and power supply unit for the active equipment such as Inverter - Check the information display - Check for warning signs and labels and replace if necessary, - Check cable for signs of cracks, defects, pulling out of connections, loose connections, overheating, arcing, short or open circuits and earth faults - Check position of disconnect switches and circuit breakers and fuse status - Check surge arrester conditions and replace as per manufacturer's recommendations - Check for corrosion, intrusion of water or insects in the combiner box - Check ventilation conditions and clean the dust of inverter cabinet - Check functionality such as automatic disconnection upon loss of grid power supply - Measure the input and output power to ensure the inverters are working properly - Inspect the conditions of isolation transformers and clean the dust from heat rejection	Annual
Eco Tower (Light Pipe & Wind Catcher)	- Clean the solar collection dome (external surface)	Every Month

Annex 6 – Building Services Systems of CIC-MiC

HVAC System
Ventilation System (Split-type)
Fire Services System
Automatic Sprinkler System
Fire hydrant/ Hose Reel System
Fire Alarm System
Emergency Battery Lighting System
EL System
CCTV System
ELV equipment for exhibition
Lighting System
Lift System
Passenger Lift

Annex 7 - List of Licenses and Certifications

- CIC-ZCP

Item No.	Licenses / Certificates
1	Places of Public Entertainment License (PPE)
2	License for to Storage of Dangerous Goods (DG License)
3	Certificate of Fire Service Installation and Equipment (FS251 for <u>Building</u>)
4	Certificate of Fire Service Installation and Equipment (FS251 for <u>DOG House</u>)
5	Electricity (Wiring) Regulations Periodic Test Certificate - Form WR2 for <u>Building</u>
6	Electricity (Wiring) Regulations Periodic Test Certificate - Form WR2 for <u>DOG House</u>
7	Portable Transceiver License (ZCB Walkie Talkie + Base Station)
8	Annual Inspection Certificate Building (Ventilation Systems) Regulations (i.e. Vent. Cert)
9	Certificate of Fitness for a Pressure Vessel
10	Lift Certificate
11	Fall Arrest System
12	Tree Risk Assessment (Form 1)
13	IAQ Certificate (issued by EPD)
14	IAQwi\$e Certificate (HKGOC)
15	Energywi\$e Certificate (HKGOC)

- CIC-MiC

Item No.	Licenses / Certificates
1	Certificate of Fire Service Installation and Equipment (FS251 for <u>Building</u>)
2	Electricity (Wiring) Regulations Periodic Test Certificate - Form WR2 for <u>Building</u>
3	Lift Certificate

- MiC Play Unit

Item No.	Licenses / Certificates
1	Temporary Places of Public Entertainment License (TPPE)

Appendix 8 – Key Performance Indicators

Performance Measures	Performance Indicators	Target
(a) Statutory Compliance	Compliance with all relevant statutory regulations.	100% compliance
(b) Customer Satisfaction	Percentage of customers who are satisfied with the overall management, various facilities and service manner of the Facility in customers satisfaction surveys	<ul style="list-style-type: none"> – 80% in the first year – 85% in the second year – 90% in the third year
(c) Response to Complaints and Enquiries	<p>Occasions in which the Contractor fails to respond within the specified time :</p> <ul style="list-style-type: none"> – verbal reply or written reply, as the case requires, within 3 or 7 days respectively from receiving complaint or enquiry – verbal report to the CIC Representative immediately and followed by written report within 3 hours for incidents that may attract media's attention, fatal cases, accident cases and cases that may involve claims 	Zero occurrence
(d) Complaints	Number of substantiated complaints pertaining to the scope of services of the Contractor	No more than 2 complaints in a year
(e) Repair and Maintenance Services	Number of cases of repair and maintenance not completed within specified time	No more than 4 occasions in a year
(f) Facility Booking	Number of errors found on schedule submitted weekly	Zero occurrence
(g) Timeliness and Quality of Submissions	Number of cases of reports and documents not submitted within the agreed schedules and / or of the required quality	No more than 4 occasions in a year
(h) Staff Turnover	Number of staff changed	No more than 1 in a rolling 5-month period
(i) Energy Saving House Rules	Compliance with the CIC-ZCP Energy Saving House Rule.	100% compliance unless specified

Appendix 9 - House Rule

Facility Management should be aware of five key areas for successful zero carbon operation of the building

- Natural ventilation
- Internal Layout
- Education of Users
- Procurement of Equipment to minimize consumption and heat gains
- Operation of systems

Natural ventilation operating principles

- **When external conditions are appropriate, windows will open to condition the internal environment:**
 - This removes heat build from within the building.
 - This removes pollutant build up from within the building.
 - This increases air movement within the building; cooling occupants.
- **This building has two types of opening, high and low:**
 - High level openings are automatically controlled by the building management system. They are designed to remove heat gains which rise up within the building. They are linked to environmental sensors to ensure adverse weather does not enter the building.
 - Low level openings are designed to be controlled by adjacent occupants, this allows personally tuned environment control, but requires good education to ensure this local control would not affect the overall natural ventilation of the building.
- **This building has openings on multiple sides to allow air to flow through.**

Three features make natural ventilation more effective: a clear path for air to flow from one facade to another, effective occupant operation and lower internal heat gains, these are discussed below.

Internal Layout Clear Air Flow Paths

- Allowing air to flow easily from one facade to another increases natural ventilation effectiveness.
- Position display boards perpendicular to air flow and carefully position signs so as to minimize the restriction to air flow, in this case not longitudinally along the axis of the building.
- Any partitions should be kept low (< 1.2 m). Storage furniture, where possible should only be placed around perimeters.
- When not in use, cellular spaces should be opened.
- Ensure junk is not placed in front of openings.

Education of Users:

- Opening windows on opposite facades dramatically increases natural ventilation benefit.
- Staff should be given freedom of dress to allow for different thermal tolerances, e.g. short sleeves and open collars in summer.
- Ensure easy access to manual controls.
- It is beneficial for somebody to open windows before staff members arrive, this takes advantage of cooler morning air to ventilate the building.
- At the end of the working day, practices need to be established to ensure windows are closed. This prevents weather ingress and ensures security.
- Occupants are generally more content with the environment if they are free to operate it and understand how to operate it.

Procurement of Equipment to minimize consumption and heat gain:

- The lower the internal gains, the more time of the year natural ventilation will operate effectively, in office spaces the majority of these loads are made up from ICT equipment.
- Procurement of energy-efficient

Dress Code:

- Users are encouraged to dress appropriately.
- For reference, we suggest that other than the winter months, office workers should maintain a CLO value of less than 0.7, which is equivalent to
– trousers and a long-sleeved shirt

- knee length skirt, long-sleeved shirt
- NO suit jacket or tie.
- The dress-code should be further relaxed in summer (June, July, August, Sept) or whenever acceptable to a CLO value of less than 0.5, which is equivalent to: walking shorts, short-sleeved shirt.
- Visitors and office workers should be encouraged to remove jackets if possible and thermally acceptable.

Operation of systems:

Other than conventional building operation matters, a number of issues must be considered by the facility management to ensure zero carbon objectives are met. This includes the operation and maintenance of (but not limited to):

- Building Management System (BMS)
- Central Control and Monitoring System (CCMS)
- Air-side flow/pressure optimization
- Supply air temperature resets
- Chiller sequencing
- Natural ventilation set point adjustments
- Demand control ventilation
- Maintenance of solar panels
- Maintenance of trigeneration including biodiesel generator and adsorption chiller, chimney economizer, flue chimney and heat recovery
- Heat-cooling priority control (or equivalent to be determined in O&M manual) for generator
- Chilled beams (control, cleaning, leakage detection)
- Underfloor air supply (including reconfiguration, cleaning, flow optimization etc)
- Control of automatic windows
- Control of ceiling fans
- Inspection of windows to avoid air leakage during A/C period
- Light sensor and dimming controls
- Biodiesel procurement, storage and usage
- Desiccant dehumidification
- Eco features such as wind catcher, lightpipes and active skylight (cleaning and control)
- Building environmental sensors

- Project dashboard and BMS including wireless access functions on iPad
- Microclimate monitoring stations
- Black and grey water systems
- Low flow irrigation systems
- Time control of landscape lighting

Annex 10 – General Specifications

1. The Contractor shall supply labour, tools, materials, transportation, equipment and all necessary provision to complete the renovation works at the Site to the satisfaction of the CIC. Included Preliminaries for the Works - including Site supervision, cleaning, discard of debris, necessary builder's work, temporary lighting for working area, adequate protection and temporary relocate for surrounding equipment and movable items, fencing, hoarding, temporary working platform, scaffolding, precautionary measures, safety equipment and all necessary items for the satisfactory completion of the Works.
2. All necessary insurances as specified in the General Conditions of Contract, including but not limited to the Employees' Compensation Insurance (EC), Public Liability Insurance Policy (PLI), and Contractor All Risk including Third Party Liability (CAR) insurance, shall be included for the provision of the Services.
3. The Contractor shall prepare a work schedule and complete the Works to meet the targeted completion date of the CIC.
4. The Contractor shall work in accordance with the CIC's instructions to comply with all requirements of the Works prior to the CIC's inspections/checking. The CIC shall inspect the Site regularly and to monitor whether the Contractor has breached any regulation and will issue verbal or written warnings in case of breaches, or failure to follow outstanding matters or recommendations. The Contractor shall also abide by the Work Above Ground Safety Guideline and Contractor's Safety Requirements. If the Contractor fails to complete the safety measures within the prescribed time after receiving such warning, the CIC could stop the Contractor works and order their workers to leave the Site immediately.
5. The Works shall be carried out in compliance with the relevant statutory requirements and /or regulations and practice established by the following government departments and utility companies:
 - 1) Development Bureau
 - 2) Buildings Department (BD)
 - 3) Mean of Escape (MOE)
 - 4) Design Manual: Barrier Free Access 2008
 - 5) Lands Department
 - 6) Electrical and Mechanical Services Department (EMSD)
 - 7) CLP Power Hong Kong Limited (CLP)
 - 8) Fire Services Department
 - 9) Water Supplies Department (WSD)
 - 10) Drainage Services Department (DSD)
 - 11) Environmental Protection Department (EPD)
 - 12) Labour Department

- 13) Architectural Services Department, General Specification for Building Services Installation
 - 14) Architectural Services Department, General Specification for Building
6. The Contractor shall include the erection of working platform including issuance of Statutory Form 5 for the Works when required.
 7. The following Safety Requirements and Safety Supervision shall be provided by the Contractor:
 - a) The Contractor and workers must hold a valid green card and the industry-related license.
 - b) The Contractor is required to attend a half-day safety briefing organized by the CIC (free-of-charge) in order to understand the safety requirement before commencement of works.
 - c) The Contractor shall fully comply with all safety requirements as required by the Factory and Industrial Undertakings Ordinance (Cap. 59) and Occupational Safety and Health Ordinance (Cap. 509). Any cost arises from the compliance of the safety requirements shall be fully borne by the Contractor.
 - d) The Contractor shall also take all necessary safety measures in a reasonable and practical manner, e.g. use of barriers, warning signs, fencing etc. to the satisfaction of the CIC, to prevent general public or others contractual entrant from getting access into the working / construction area accidentally during the execution of the Works.
 - e) The Contractor shall provide their staff with suitable and sufficient safety equipment and shall supervise and direct their staff to be in proper dressing in the construction site areas. All workers must equip with (1) Safety Helmet, (2) Safety Shoes and (3) Safety Reflective Vest (Standard Highways Style) when entering and working in the Site. Should the situation of the job require using personal protective equipment (PPE) such as safety belts together with fall arrestor and independent lifelines, goggles, gloves, masks, breathing apparatus or ear plugs, the Contractor shall be so equipped as to furnish their staff with such equipment and shall compel them to use the same effectively.
 - f) The Contractor shall submit safety implementation plan, method statements, risk assessments and other safety related documents as requested by the CIC within the prescribed period.
 - g) The Contractor shall follow the CIC's Daily Safety Operation and Mechanism during the course of the site works, including Workspace Entry Permit, Smart Site Safety System (4S), Digital Works

Supervision System (DWSS) and other monitoring systems launched by the CIC from time to time.

The CIC shall cease any site works and prohibit any ingress of the site immediately in case of any unsafe act occurred or failure to comply with the safety requirements during the course of the works. The Contractor shall NOT entitle to claim for any loss or expenses for the aforesaid and reprovision of the works.

- a) All arrangements of the Works shall consider safety and health issues. The Contractor should ensure his staff to work safely so as to comply with the Occupational Safety and Health Ordinance and regulations / rules laid down by other related departments or the CIC. The CIC will not bear any liability for any results caused by breach of the Ordinance, any rules and regulations.
- b) The Contractor shall also abide by all the current statutory regulations, by-laws, or any legislation not stated in this Assignment Brief and abides by any subsequent amendment made within the effective period of this Assignment Brief.
- c) Wherever there is any provision of which Particular Specification of this Assignment Brief has not covered, the following general specifications, technical standard and additional requirement will be used to supplement the Particular Specifications of this Assignment Brief as below.
- d) Where any ambiguity, discrepancy or conflict arises between the General Specifications and the Particular Specifications of this Assignment Brief, the Particular Specifications shall take precedence.
- e) The specified size and/or dimensions is for reference only. The Contractor shall be responsible to check and verify the actual Site condition and all relevant measurements on Site. The submitted cost shall include material wastage and allow variables.
- f) In case of any disputes or discrepancies on the standard of Specifications, workmanship and materials and any interpretation of any clauses and contents of this Assignment Brief, the decision of the CIC shall be final and binding.
- g) Working procedure with high nuisance and high noisy works (e.g., heavy demolition works for Concrete/Brick/Screening, hoarding erection, etc.) if needed to be started and completed during the periods of the normal operation hours at the site (Normal Office Hour 08:30 – 18:30, from Monday to Friday, & Saturday). Should be seek prior approval from CIC representative. Especially the noisy works also need to comply with the Noisy Control Ordinance (Cap. 400).
- h) Normal working procedure within area that fence-off by temporary

soundproof hoarding can be carried out within 09:00 – 18:00 from Monday to Saturday. Where works need to carry out on Sunday and public holiday need to prior seek CIC's approval, night work may be needed if required by CIC with no extra cost implication, Contractor must ensure the surrounding facilities (e.g., Canteen, workshops, classrooms etc.) can be resumed normal for CIC operation during the course of works. Any suspension of facilities for the works need to seek for CIC's approval at least SEVEN (7) calendar days in advance.

- i) The copyright of all reports, documents, recommendations, data and any other information prepared or collected by the Contractor, its specialist(s) and the sub-contractor(s) and their employees and agents in the course of this Works shall belong to the CIC.
- j) All workmen shall wear clean uniform or the Contractor's badge and carry the Company identity card bearing the employee's photograph whilst on duty.
- k) The staffs/workers of the Contractor who shall be entering and/or working in the CIC premises MUST comply with the latest requirements and measures against the anti-epidemic situation required by the CIC.
- l) The Contractor shall take measures to ensure that his employees shall not commit or allow to be committed any of the following acts at the Site: -
 - i) Enter any area other than that necessary for the performance of the Works;
 - ii) Cause damage to any property;
 - iii) Gambling;
 - iv) Commit any criminal offence;
 - v) Consume alcoholic beverage;
 - vi) Fight and/or quarrel;
 - vii) Use foul languages;
 - viii) Behave in a manner likely to endanger himself or any other person or cause damage to any property; and
 - ix) Undertake or engage in any acts or activities or omissions contrary to the laws of Hong Kong or and Code of Practices or the like issued by the Hong Kong Government from time to time.
- m) Remedy on Contractor's Failure to Perform
 - i) If the Contractor fails to carry out any work required under the Assignment Brief or refuses to comply with any instruction or order given by the CIC in accordance with the Assignment Brief within a reasonable time, the CIC may give the Contractor THREE (3) calendar days' notice in writing to carry out such work or comply with such instruction.
 - ii) If the Contractor fails to comply with such notice, the CIC shall be entitled to carry out such work by itself or by his own workmen or

by other Contractors. Without prejudice to any other remedy, all additional expenditure properly incurred by the CIC in having such work or instruction carried out shall be recoverable by the CIC from the Contractor by deduction from money due to the Contractor under this Assignment Brief or under other Assignment Briefs between the CIC and the Contractor.

n) Addition and Deletion of Works

- i) The CIC reserves the right to order additional Works under this Assignment Brief based on the mutual agreement with the Contractor upon request by the CIC and the Contractor shall execute such additional works in accordance with the Assignment Brief.
- ii) The CIC reserves the right to delete any Works items from the Assignment Brief.
- iii) Within SEVEN (7) calendar days of written notification by the CIC of any addition or deletion of the Works, the Contractor shall review his staffing level to ensure the proper execution of the works and if necessary, seek approval from the CIC for any change to the staffing level required.

Annex 11 - Sample Format of Method Statement Coverage and Risk Assessment

Method Statement Coverage

1. Description of Works
 - Name
 - Location
 - Duration
2. Manpower Arrangement
3. Plant / Machinery Involved
4. Equipment Required
5. Details of Working Method & Procedure
6. Design Calculation
7. Related Sketch & Drawing with Dimension

Sample Format of Risk Assessment

Project name: _____
 Setup Date: _____ Dismantle Date: _____
 Setup Venue: _____

RISK ASSESSMENT PROCEDURE

The event manager should carry out a risk assessment and shall consult the venue owners (in accordance with their works & installation guidelines and handbook), contractors and heads of department to obtain such information as is needed from them to complete the risk assessment properly.

The purpose of the risk assessment is to:

- 1) Ensure that no necessary risks are taken.
- 2) Identify risks
- 3) Identify ways of reducing risks
- 4) Make those involved with the event conscious of the risks.

Each potential hazard and risk should be identified using the checklist below. It is the responsibility of the event manager through consultation with the venue owner, contractors and heads of department to consider whether there are any further hazards (not identified on the checklist)

PROBABLE FREQUENCY	SEVERITY
1 = Improbable risk	1 = Trivial occurrence / Injury (ies)
2 = Possible risk	2 = Minor occurrence / Injury (ies)
3 = Regular risk	3 = Serious occurrence / Injury (ies)
4 = Common risk	4 = Major occurrence / Injury (ies) / Death

Severity (S)	L – Likelihood, S – Severity, R – Risk rating (L x S), ARR – Anticipated Residual Risk				
	Likelihood (L)	Very Likely (L=4)	Likely (L = 3)	Unlikely (L = 2)	Highly unlikely (L = 1)
Fatality (S = 4)	High (R = 16)	High (R = 12)	High (R = 8)	High (R = 6)	Medium (R = 4)
Major injury (S = 3)	High (R = 12)	High (R = 9)	Medium (R = 6)	Medium (R = 4)	Medium (R = 3)
Minor injury (S = 2)	High (R = 8)	Medium (R = 6)	Medium (R = 4)	Medium (R = 3)	Low (R = 2)
Negligible injury (S = 1)	Medium (R = 4)	Medium (R = 3)	Low (R = 2)	Low (R = 1)	Low (R = 1)

The probable frequency is multiplied by the severity to calculate the risk. Risk assessment will therefore identify the degree of potential danger for each category and such information shall be used to consider how a risk can be minimized.

THE RISK ASSESSMENT BELOW IS NOT INTENDED TO BE A SUBSTITUTE FOR INTELLIGENT LEADERSHIP AND COMMON SENSE. A COMBINATION OF THESE TWO CHARACTERISTICS, TOGETHER WITH ENSIBLE APPLICATION, SHOULD LEAVE NO ROOM FOR THE IDENTIFIED HAZARDS TO BE REALISED.

Operation	Involved Person	Identified Risk	Likelihood	Severity	Risk Level	CONTROLS & MITIGATION	Likelihood	Severity	ARR	ACTION BY

Project name: _____
 Setup Date: _____ Dismantle Date: _____
 Setup Venue: _____

Operation	Involved Person	Identified Risk	Likelihood	Severity	Risk Level	CONTROLS & MITIGATION	Likelihood	Severity	ARR	ACTION BY

General Safety Arrangement


Beside of the above preventive measures, event organization shall take note on the following safety arrangement:

-

Prepared by : _____ Registered Safety Officer No. _____ Approved by : _____ Event Manager: _____
 Date : _____ Date : _____

Annex 12 - Personal Data (Privacy) Policy – Standard and Procedure

“Data Collection Requirements” of CIC’s Personal Data (Privacy) Policy (For project involve personal data collection)

 CONSTRUCTION INDUSTRY COUNCIL 建造業議會	Personal Data (Privacy) Policy – Standard and Procedure	DATAPOL -SP01 Version 1.0
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Appendix I Data Collection Requirements

Hong Kong Identity Card (HKID) Copy / Number - Management level staff should consider carefully whether there are other less intrusive alternatives to the collection of an individual's HKID number or a copy of their HKID such as their passport number or other identification number. HKID number shall not be collected except in specific situations and in the manner provided for under the *“Code of Practice on The Identity Card Number and Other Personal Identifiers”* issued by the Privacy Commissioner of Personal Data. When collecting a copy of an HKID is necessary, the below statement should be included:

“Mark your HKID card copy with the word “COPY” at a place where personal details in the card will not be covered.”

Alternatively, staff should mark or stamp “COPY” on the HKID card copy where personal details in the card will not be covered if applicants have not done so.


Personal Information Collection Statement - A Personal Information Collection Statement should be added in its entirety to the forms or templates used for data collection, both electronic and hard copy. The statement should let the personal data providers understand the purposes of collecting personal data, an option to reject the use of personal data for marketing purposes by data user and the right to access and correct the personal data provided.

Standard CIC Personal Information Collection Statement template

1. Collection of Personal Data

1.1 [The information you provide to the Construction Industry Council, its affiliates, and / or its subsidiaries, including, but not limited to, the Hong Kong Institute of Construction and Zero Carbon Building, Construction Sector Imported Labour Quarters Limited (collectively, the “CIC”), including any personal data as defined in the Personal Data (Privacy) Ordinance (Cap.486), will be used solely for purposes related to the activities of the CIC. The activity and the required personal data are detailed in the application form.

1.2 Whether or not you provide your personal data to the CIC is voluntary. However, where you are providing information for the purpose of an application, it is necessary that you supply the CIC with complete information as specified on the application form. Otherwise, the CIC may be unable to process or consider your application. If you are under the age of 18, you should consult your parent or guardian before providing any personal data to us.

 CONSTRUCTION INDUSTRY COUNCIL 建築業議會	Personal Data (Privacy) Policy – Standard and Procedure	DATAPOL -SP01 Version 1.0
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1.3. You are entitled to request access to and correction of any errors in your personal data. If you wish to do so, please write to [the job title of event-in-charge, e.g. 2023 Beijing Tour-in-charge] (Data Access Request), Construction Industry Council, 38/F COS Centre, 56 Tsun Yip Street, Kwun Tong, Kowloon. Should you have any enquiries about our PICS and related practices, please contact [job title] at the above address or via enquiry@cic.hk. For more information about the CIC's policies on privacy and personal data protection, you can access our Privacy Policy Statement at https://www.cic.hk/eng/main/privacy_policy_statement.

2. Purposes of Collection


Your personal data will be kept confidential and may be used by the CIC for the following purposes:

- a. [The core purposes of collection pinpointing to the current activity]
- b. Facilitating communication with you;
- c. Performing and exercising functions and powers of the CIC under relevant legislation, rules and sub-legislation, including but not limited to the Construction Industry Council Ordinance (Cap. 587) and Construction Workers Registration Ordinance (Cap. 583);
- d. Establishing, exercising and defending the CIC's legal rights, and complying with the CIC's legal and regulatory obligations (including anti-money laundering obligations, complying with orders by courts or regulators, etc.);
- e. Managing access to the CIC's premises and for security purposes;
- f. Preventing and responding to actual or potential security threats, fraud or illegal activities;
- g. Handling complaints or enquiries;
- h. Performing analysis and conducting research and surveys;
- i. Performing audits and compliance reviews to ensure compliance with the applicable CIC's policies and procedures, regulations and law;
- j. Other purposes related or incidental to the conduct of the CIC's activities; and
- k. Any other purposes that you may consent to from time to time.

3. Disclosure and Transfer of Personal Data

The CIC may disclose or transfer your personal data for the purposes as stated in paragraph 2 to third parties, including but not limited to the following:

- a. Any or all of the CIC's affiliates and/or subsidiaries listed in 1.1 above;
- b. Any third party service providers, contractors/sub-contractors that, on behalf of the CIC, operate or maintain membership, event registration, tour booking, researches and/or analysis, or carry out back-end services, administrative services, verification services, cloud services or information technology services, or provide necessary support or services to the CIC to enable us to provide our services, including any insurance, banking or third

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party payment gateways services used by the CIC, and any other entities that discharge contractual obligations on our behalf; or

- c. Any of the CIC's professional advisors, including but not limited to lawyers, accountants and auditors.

3.2 We may disclose and transfer your personal data in accordance with any legal or regulatory requirements or any court order applicable to the CIC.

4. Use of Personal Data Related to Direct Marketing

To keep you informed of CIC activities and developments in the construction industry which may be of interest, the CIC would like to use your personal data, including your name, phone number, correspondence and email address, to update you in relation to CIC training courses, trade testing, registration, events and other aspects of its work and developments in the construction industry.

You are free to decide whether you wish to receive such information. [[If you wish to receive information on the above, please indicate so by putting a tick in the box below.] OR [If you choose not to receive information on the above, please put a tick in the box below.]] You may make any subsequent changes on your choice of receiving promotional materials by writing to us.

Either

- I do not wish to receive any promotional information from the CIC in relation to its activities or developments in the construction industry.

Or

- I wish to receive any promotional information from the CIC in relation to its activities or developments in the construction industry.

Declaration on compliance should be added to the end of the Personal Information Collection Statement for application forms and the sample wordings are as follows:


Either

- "I confirm that I have carefully read and understand the Personal Information Collection Statement, including the use of my personal data in direct marketing unless where I indicate otherwise."

Or

- By submission of the application form or the requested personal data, I confirm that I have carefully read and understand the Personal Information Collection Statement (when it is inappropriate to request the data subject to tick the box.)

“Direct Marketing Requirements” of CIC’s Personal Data (Privacy) Policy (For project involve Direct Marketing)

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Appendix II Direct Marketing Requirements

Marketing and promotional information sent through SMS, email, print materials etc, to individuals (not in the capacity of companies) should be accompanied by an option to unsubscribe. The below standard wordings can be used:

For emails:

"To unsubscribe from receiving any future information in relation to training, trade test, registration, CIC events, and industry related information, please send a blank email to <email address> with the subject title "Unsubscribe". "

For SMS:

"Enquiry / Unsubscribe 2100[9xxx]"


For print materials:

"To unsubscribe from receiving any future information in relation to training, trade test, registration, CIC events, and industry related information, please call 2100 [9xxx]"

Opt-out requests with personal identifier provided by the requester, such as name, email and/or workers registration number, should be processed in the system designated by CIO. Otherwise, requests received by one team should immediately be notified to other teams to ensure the individual is removed from every mailing list he / she is on, in any event, within FIVE (5) calendar days from the date of receipt of the opt-out request.

Consent for use of personal data in direct marketing shall be collected before any personal data is used for direct marketing. If direct marketing is contemplated by the business unit, the consent statement can be put in the CIC’s related application form or its annexed Personal Information Collection Statement (please refer to Appendix I. Data subjects’ choice of consent on whether to receive CIC’s promotional materials should NOT affect their application for the CIC’s activity.

“Guidelines on Handling Personal and Confidential Data” of CIC’s Personal Data (Privacy) Policy

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Appendix III Guidelines on Handling Personal and Confidential Data

When handling personal and confidential data, it is crucial that we take all practicable means to protect the privacy and security of sensitive information. Below are the Dos and Don'ts in circumstances when handling physical documents and devices containing personal and confidential data:

Dos:

1. Ensure all files containing personal or confidential data are handled in a way to restrict access only to those staff with operational needs to access them (on a need basis).
2. Log out computers / notebooks when not in use.
3. Keep all hardcopy files containing personal or confidential data at locked filing facility within the restricted office area when not in use, such as a locked drawer/ cabinet, safe, or secure room.
4. Set up physical access controls for these restricted areas, including keys, keycards or passcodes, to ensure only authorised personnel have access to the areas.
5. Review and update physical access controls regularly in accordance with the change in team structure and operations.
6. Put documents containing personal or confidential data into sealed envelopes / covered folders or boxes whether or not they are in locked storage facilities.
7. Keep all documents containing personal or confidential information to be destroyed in the designated bag with covers and are placed in staff-only office area / locked in storage facility.
8. Dispose all hardcopy documents containing personal or confidential data immediately when the retention period is reached and ensure they are not used as recycled paper.

Don'ts:

1. Leave documents containing personal or confidential data unattended and uncovered on desks, printers, fax machines, photocopiers and/or at pantry area.
2. Discard documents containing personal or confidential data in trash bin or recycling bin, or use them as recycled papers.

Memorandum of Agreement

of

**Facility Management, Maintenance and Operation Services at
Construction Industry Council - Zero Carbon Park**

for

the Construction Industry Council

March 2025

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To be Signed by a Contractor

MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT made on the _____ day of _____
2025 BETWEEN THE CONSTRUCTION INDUSTRY COUNCIL of¹ _____
_____ (hereinafter called “the Employer”)
of the one part and² _____
_____ of³ _____

(hereinafter called “the Contractor”) of the other part WHEREAS the Employer requires the Contractor to provide the Services in respect of Facility Management, Maintenance and Operation Services at Construction Industry Council - Zero Carbon Park for the Construction Industry Council for the Employer (hereinafter called “the Assignment”) and details of which are set out in the Assignment Brief annexed hereto AND WHEREAS the Contractor has agreed to provide such Services in accordance with the Assignment Brief, 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) Special Conditions of Tender
 - (c) Form of Tender
 - (d) Assignment Brief and its Annexes (if any)
 - (e) Technical Proposal and Fee Proposal
 - (f) General Conditions of Contract
 - (g) Contractor's Safety Requirements
 - (h) Guidelines On Work-Above-Ground Safety
 - (i) Any relevant correspondenceall of which are annexed hereto.

2. The Director for the purposes of this Agreement shall be⁴ _____

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 severally⁵ undertakes to perform and complete the said services 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 ⁶)
)
)

in the presence of
Signature, name and address

(a) SIGNED for and on behalf of)
the Contractor by ⁷)
)
)

in the presence of
Signature, name and address

OR

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

in the presence of
Signature, name and address

OR

(c) SIGNED on behalf of the Contractor by ⁸)
)
)
)
)

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 Contract

for

**Facility Management, Maintenance and Operation Services at
Construction Industry Council - Zero Carbon Park**

for

the Construction Industry Council

March 2025

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General Conditions of Contract for
Facility Management, Maintenance and Operation Services at
Construction Industry Council – Zero Carbon Park
for the Construction Industry Council

1 Definitions

In the Contract 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, General Conditions of Contract, any Special Conditions of Contract, the Assignment Brief and its annexes (if any), the 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 Assignment Brief and its annexes (if any) or the Purchase Order.

“Assignment Brief” means the document attached to the Memorandum of Agreement which describes the Project and sets out the details of the Assignment or the part of the Purchase Order which describes the Project and sets out the details of the Assignment. All other amendments/variations made due to the Project shall also be regarded as part of the works included under the Assignment.

“Contract” means the Agreement or the Purchase Order (as the case may be).

“Contractor” means the person, consultant, firm or company who enters into a Contract with the Employer, including the Contractor’s permitted assignees.

“Constructional Plant” means all appliances or things of whatsoever nature required for the execution of the Works but does not include materials or other things intended to form or forming part of the permanent work or vehicles engaged in transporting any personnel, Constructional Plant, materials or other things to or from the Site.

“Defects Liability Period” means the defects liability period named in the Contract commencing on the day following the date of completion of the Works or any Section or part thereof certified by the Employer’s Representative in accordance with Clause 59.

“Deliverables” means all the reports, drawings, documents, software, certificates and other items described in the Assignment Brief or the Purchase Order which are to be produced by the Contractor under this Contract.

“Employer” means the Construction Industry Council.

“Employer’s Representative” means the Project Director or the Project Manager.

“Goods”, “Services” and “Works” means goods, works, services, surveys and investigations and/or other duties and obligations as may be prescribed by the specifications/requirements to be supplied or done by the Contractor under the Contract.

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

“HKSAR” means the Hong Kong Special Administrative Region.

“Intellectual Property Rights” means trademarks, service marks, patents, design rights, trade names, copyright, domain names, database rights, new inventions, rights in know-how, designs, processes, and other intellectual property rights whether now known or created in future (of whatever nature and wherever arising) and in each case whether registered or unregistered and including applications for the grant of any such rights;

“Project” means the scheme described in the Contract.

“Project Director” means the person as may be appointed from time to time by the Employer and notified in writing to the Contractor to act as the project director for the purposes of the Project.

“Project Manager” means the person as may be appointed from time to time by the Employer and notified in writing to the Contractor to act as the project manager for the purposes of the Project.

“Project Materials” means the goods, services, works and/or deliverables manufactured, created, generated, supplied, performed or done by the Contractor in discharging its duties in relation to the Goods, Services, Works and/or the Deliverables under the Contract, including but not limited to the Goods, Services, Works and Deliverables.

“Purchase Order” means a purchase order issued by the Employer to the Contractor requesting the supply of Goods, Services and/or Works herein including the contents of the quotation and the terms and conditions hereof. The Purchase Order is limited to the terms and conditions:-

- (i) specified herein;
- (ii) specified on the contents of the purchase order so issued to the Contractor; and
- (iii) if applicable, specified in the Employer’s written agreement with the Contractor.

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 Headings

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

4 Laws

- (A) The Contract shall be governed by and construed according to the laws for the time being in force in the HKSAR.
- (B) The Contractor shall comply with all laws of HKSAR. The Contractor shall not employ illegal workers or any person who are forbidden by the laws of HKSAR or not entitled for whatever reasons to undertake any employment in HKSAR for the purpose of performing its obligations under the Contract. The Contractor and those engaged by the Contractor shall hold valid licences when performing the Contractor's obligations under the Contract whenever so required by the law.

5 Interpretation

The Interpretation and General Clauses Ordinance (Cap. 1) shall apply to the Contract. Words importing one gender (whether masculine, feminine or neuter) shall be taken to include any other gender where the context requires.

6 Memorandum of Agreement

Where the Contract is an 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 Contract provides to the contrary, the provisions of the Special Conditions of Contract shall prevail over those of any other document forming part of the Contract.
- (B) Subject to sub-clause (A) of this Clause the several documents forming the Contract are to be taken as mutually explanatory of one another but in the case of ambiguities and discrepancies the same shall be subject to the Employer's interpretation and adjustment.

8 Use of English Language and Metric Units

All the correspondence in connection with the Contract shall be in English. All Deliverables shall be in English and metric units shall be used throughout, unless otherwise stated in the Contract or approved by the Employer or the Employer's Representative in writing.

9 Confidentiality

- (A) Except otherwise explicitly declared by the Employer as non-confidential, all information and documents provided by the Employer to the Contractor or created by the Contractor in the course of or as a result of the Project shall be regarded as confidential information ("**Confidential Information**"). The Contractor shall take all practical measures to protect the Confidential Information from unauthorized access, disclosure, erasure or use for purposes other than this Project.
- (B) Save for the purposes of performing the Contract, the Contractor shall not disclose any and all Confidential Information, the terms and conditions of the Contract or any information, specifications, documents, drawing, plan, software, data or particulars furnished by or on behalf of the Employer or the Employer's Representative in connection therewith, to any person other than a person employed or engaged by the Contractor in performing the Contract or any approved sub-consultants / sub-contractors or the Contractor's legal and insurance advisers, except where required by law or regulation, order of the Court, arbitral authority of competent jurisdiction, requested by a professional body of which the Contractor is a member or disclosure of Confidential Information is with prior written consent from the Employer.
- (C) Any disclosure to any person, sub-consultants / sub-contractors or advisers permitted under sub-clause (B) of this Clause shall be in strict confidence and shall extend only so far as may be necessary for the purpose of the Contract and the Contractor shall take all necessary measures to ensure the confidentiality of any such disclosure.
- (D) The Contractor shall ensure that all receiving parties of the Confidential Information are informed of its confidential nature and procure the receiving parties to treat such information in strict confidence. The Contractor shall be responsible for the consequences of any breach of the confidential obligation, whether on the part of the Contractor itself or the receiving parties to whom the Contractor discloses the Confidential Information.
- (E) The Contractor shall not without the prior written consent of the Employer,

which consent shall not be unreasonably withheld, to make any public announcement, press release or other otherwise publish, either alone or in conjunction with any other person, in any newspaper, magazine, or periodical, any article, photograph or illustration relating to the Contract.

- (F) If the Contractor has provided the Employer or the Employer's Representative with documents and information which the Contractor 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 Employer or the Employer's Representative within TWO (2) months of receipt of such information by notice in writing disagrees, such information will be treated as confidential. The Employer and the Employer's Representative shall not permit the disclosure of such confidential information to third parties without the prior written consent of the Contractor.
- (G) All personal data submitted by the Contractor will be used by the Employer for the purpose of this Contract only. By entering into the Contract, the Contractor is regarded to have agreed to and to have obtained from each individual whose personal data is provided by the Contractor to the Employer for the purpose of the Contract, his consent for the disclosure, use and further disclosure by the Employer for the purposes of the Contract and all other purposes arising from or incidental to it. Under the provisions of the Personal Data (Privacy) Ordinance (Cap. 486) ("PDPO"), an individual to whom personal data belongs and a person authorized by him in writing has the right to request access to or correction of personal data as provided for in sections 18 and 22 and Principle 6 of Schedule 1 to the PDPO. The right of access includes the right to obtain a copy of the personal data provided. Written enquiries or requests should be addressed to the Project Manager with sufficient details, failing which the Project Manager may be unable to process and consider the incomplete information submitted.
- (H) Should the Project be terminated prematurely due to any reasons or completed satisfactorily as certified by the Employer or the Employer's Representative, the Contractor shall return all related findings, statistics, documents, materials belonging to the Employer and related to the Contractor, and/or destroy any information collected from the Employer or the Employer's Representative including both hard copies and electronic copies within SEVEN (7) working days of the termination or completion.
- (I) The sub-clauses of this Clause shall survive the termination of this Contract (however occasioned) and shall continue in full force and effect

notwithstanding such termination.

10 Data Privacy

- (A) If for the purposes of the Contract the Contractor collects personal data on the Employer's behalf or the Employer will entrust personal data with the Contractor, the Contractor shall comply in all aspects with the Personal Data (Privacy) Ordinance (Cap. 486) and any other applicable data protection laws and regulations in relation to the personal data that it collects or processes on behalf of the Employer.
- (B) The Contractor shall procure that its sub-contractors be subject to the same data protection obligations the Contractor owes to the Employer and remain fully liable to the Employer for the fulfillment of the obligations of itself and its sub-contractor(s).
- (C) The Contractor shall have personal data protection policies and procedures in place and implemented and provide adequate training to its relevant staff. The Contractor shall take all reasonable precautions and exercise all due diligence to protect the entrusted personal data from leakage, unauthorized or accidental access, processing, erasure, loss or use.
- (D) Save for those personal data with the purpose for which has not been fulfilled, timely return, destruction or deletion of the personal data shall be strictly abided by the Contractor. The use or disclosure of the personal data for any purpose other than the purpose for which the personal data is entrusted to the Contractor by the Employer under the Contract is strictly prohibited.
- (E) The Contractor shall notify the Employer as soon as practicable of any potential data breach involving the entrusted personal data and cooperate with the Employer to mitigate the relevant impact and prevent any recurrence. The Contractor shall also comply with any requests or directions from the Employer and the related authorities/regulators in relation to the personal data.
- (F) The Contractor shall give all reasonable assistance to the Employer for the purpose of audit inspection by the Employer on such records, personal data and other information held by the Contractor in relation to the handling and storage of the entrusted personal data. The Contractor shall also answer queries or supply information reasonably requested by such personnel in pursuance of such audit inspection.

- (G) The sub-clauses of this Clause shall survive the termination of this Contract (however occasioned) and shall continue in full force and effect notwithstanding such termination.

11 Cybersecurity

- (A) The Contractor shall take and procure that its sub-contractors to take all reasonable cybersecurity measures to protect any and all information and data (including personal data mentioned in this Clause) relating to the Assignment stored or processed electrically from leakage or divulgence and ensure that no such information and/or data would be accessed or obtained or viewed or otherwise known to third parties that are not meant to be involved in the Contractor's discharge of its obligations under the Project.
- (B) The Contractor shall be and procure that its sub-contractors to be keenly aware of cybersecurity risks such as phishing attacks, Internet of Things attacks, identity theft, ransomware, password attacks, web attacks, malware attacks, etc., ensure that its electronic devices used to store / process / transfer such information / data are immune from such risks, and avoid all such risks.
- (C) If any information and/ or data (including personal data mentioned in this Clause) is leaked or divulged or accessed or obtained or viewed or otherwise known to third parties that are not meant to be involved in the Contractor's discharge of its obligations under the Project as a result of the Contractor's breach of its duties under sub-clauses (A) and (B) above, the Contractor shall indemnify the Employer from all loss and/of damage suffered by the Employer so caused by the Contractor's breach.
- (D) The sub-clauses of this Clause shall survive the termination of this Contract (however occasioned) and shall continue in full force and effect notwithstanding such termination.

12 Information to be supplied by the Employer

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

13 Information to be supplied by the Contractor

The Contractor shall keep the Employer and the Employer's Representative informed of all matters related to the Contract within the knowledge of the Contractor including details of all staff employed by the Contractor and all other people directly or indirectly engaged by the Contractor and shall, when requested to do so, answer all reasonable enquiries received from the Employer and the Employer's Representative, render reports at reasonable intervals when asked to do so and make viable recommendations to the Employer and the Employer's Representative as to the manner in which the Assignment should be proceeded with.

14 Retention of Documents and Audit Inspection

- (A) For a period of TWO (2) years commencing from the completion of the Works or provision of the Services or supply of the Goods under the Contract, the Contractor shall retain and provide space at its own costs to retain all softcopies and hardcopies of all his records, data, accounts and other information in respect of or in relation to its discharge of its obligations under the Contract.
- (B) The Contractor shall give all necessary assistance to Employer for the purpose of audit inspection to inspect such records, data, accounts and other information whatsoever in relation to the Project and shall answer queries and/or supply information reasonably requested by such personnel in pursuance of such audit inspection.

15 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 Employer and the Employer's Representative in all matters relating to the Deliverables.

16 Inspection

- (A) The Contractor shall permit the Employer and the Employer's Representative to enter its premises at any reasonable time in order to inspect the Goods, Services and/or Works in the course of manufacture, provision or storage. If, as a result of such inspection, the Employer or the Employer's Representative is not satisfied that the Goods, Services and/or Works will comply with the Contract requirements, it shall notify the Contractor in writing and the Contractor shall, as soon as possible, take all necessary steps to ensure compliance. An inspection or notification by the Employer or the Employer's Representative (with or without comments or approval) shall not relieve the

Contractor of its obligations under the Contract. It remains the Contractor's duty to ensure full compliance with its obligations under the Contract.

- (B) The Contractor shall at all times provide the Employer and the Employer's Representative with reasonable facilities to inspect or view the Goods, Services and/or Works, documents, records and correspondence in the Contractor's possession relevant to the Contract.

17 Approval of Documents

- (A) The Contractor shall, when so requested by the Employer or the Employer's 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 the Employer's Representative may specify or require.
- (B) No such approval shall affect or relieve the Contractor of its obligations under the Contract.

18 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 or the Employer's Representative and, subject to any limitations imposed by the Employer or the Employer's Representative in any letter of authority granted by the Employer or the Employer's Representative, the Employer or the Employer's Representative may delegate his powers to such other person.

Where the Contractor for whatever reason does not manage to reach the Employer's Representative for the purposes set out in the Contract, the Contractor shall liaise with the Employer direct for those purposes. For the avoidance of doubt, the Employer has the power to exercise any right conferred upon the Employer's Representative and may exercise the same as it sees fit.

19 Amendments to the Assignment Brief

- (A) The Employer shall make any changes to the Assignment Brief 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 Assignment Brief shall be referred to the Employer for his clarification or instructions regarding further action.

20 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 Contract.

21 Consultation

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

22 Response to Queries

- (A) The Contractor shall promptly respond to queries on the findings and conclusions of this Assignment raised during the period defined in the Assignment Brief by the Employer, the Employer's Representative or by any person who may be appointed or nominated by the Employer or the Employer's Representative for the Project.
- (B) The Contractor shall use his best endeavours to promptly respond to queries on the findings and conclusions of this Assignment raised after the period defined in the Assignment Brief by the Employer or any person who may be appointed or nominated by the Employer.

23 Exclusive Ownership and Intellectual Property Right Indemnities

- (A) The Contractor guarantees that neither the sale nor use of goods nor the performance or provision of the Project Materials will infringe any local or foreign copyright, patent or trade mark or any kind of Intellectual Property Rights.
- (B) The Contractor shall indemnify and keep the Employer, its authorized users, assignees and successors-in-title (hereinafter "**indemnified parties**") indemnified from and against:
 - (i) all and any demands, claims, actions, arbitrations, proceedings, threatened, brought or instituted against the indemnified parties arising from the Contractor's infringement of any kind of Intellectual Property Rights ("**IP Claims**") in performing its duties under the Contract; and
 - (ii) all liabilities and indebtedness (including without limitation liabilities

to pay damages or compensation), loss, damage, costs and expenses incurred or suffered by indemnified parties (including all legal and other costs, charges, and expenses) on a full indemnity basis, which indemnified parties may pay or incur in initiating, defending, counter-claiming, settling or compromising any action or proceeding by or against indemnified parties

which arise directly or indirectly from or relate to the Contract. The indemnity herein shall survive termination of this Contract (howsoever occasioned).

- (C) In event of such IP Claims, the Contractor shall do all things and take such action (including procuring any required licenses, consents of authorizations or modifying or replacing any infringing item) without charge to the Employer as shall be necessary to prevent or remedy (without detracting from the overall functions or performance) any infringement, provided that the Employer will use reasonable endeavors to mitigate its loss; the Contractor shall at all times act in such a way as to minimize interruption and disruption to the operation of the Employer.
- (D) The Employer shall become the exclusive owner of all Project Materials, save those Project Materials under licence or those Project Materials in respect of which there is a pre-existing copyright or patent, supplied or produced by, for or on behalf of the Contractor under the Contract. Notwithstanding the above, the Contractor hereby grants the Employer and its affiliates an irrevocable royalty free license to use, copy or modify such pre-existing materials for its internal business purposes.
- (E) The Intellectual Property Rights in the Project Materials shall upon creation be vested in the Employer. In the event that the Contractor requests and the Employer grants written consent such that the Intellectual Property Rights for specific Project Materials are not assigned to the Employer, the Contractor hereby grants to the Employer and its affiliates an irrevocable royalty free license to use, copy or modify the Project Materials with a right to sublicense those Project Materials to third parties for any purposes intended by the Employer. For the avoidance of doubt, any such license granted shall not be determined if the Contract is suspended or terminated pursuant to Clause 43 or otherwise.

24 Care, Diligence and Indemnity

- (A) The Contractor shall exercise and shall ensure that its sub-contractors

exercise all reasonable professional skill, care and diligence in the performance of all and singular of the Services or carrying out the Works and, insofar as his duties are discretionary, shall act fairly between the Employer and any third party.

- (B) The Contractor acknowledges that time and quality are of the essence in the performance of the Contract, and the Contractor shall deliver the Goods to the designated place, provide the Services and/or carry out the Works in strict adherence to the delivery date(s) or schedule(s) or completion date set forth in the Contract or extended pursuant to the terms of the Contract or otherwise agreed by the Contractor and the Employer's Representative. If the Contractor shall fail or refuse to make delivery of the Goods in the Project Materials as aforesaid, the Employer shall have the right to cancel / terminate the Contract and to procure the Goods from any other sources and the Contractor shall be liable for any sum so incurred in excess of the Contract price.
- (C) All Project Materials are subject to inspection and rejection by the Employer notwithstanding any prior payment, which, in itself and without more, does not mean or imply the Employer's acceptance of the Project Materials. The Project Materials would be accepted by the Employer if the Project Materials have been provided / performed in accordance with the terms and conditions of the Contract and to the satisfaction of the Employer.
- (D) The Project Materials must conform in all respects with the Contract requirements. All Goods/Works in the Project Materials must be of sound materials, workmanship (and design, where the Contractor is responsible for this), and shall be equal in all respects to relevant samples or patterns provided by or accepted by the Employer. All Services in the Project Materials shall be performed in a sound manner and shall be free from any defects (major or minor) including (to the extent that the Contractor is responsible for design) defects in design or installation.
- (E) The Project Materials shall be in accordance with any applicable local or international standards. The Project Materials shall at the time of delivery or performance comply with all relevant requirements of any applicable statute, statutory rule or order or other instrument having the force of law.
- (F) The Employer's signature given on any delivery note or other documentation presented for signature in connection with delivery of the Project Materials only suggests the receipt of the Project Materials, and is not evidence of actual quantity, quality or condition of the Project Materials or the

Employer's acceptance of the Project Materials.

- (G) Acceptance of all or part of the Project Materials shall not:-
- (i) waive the Employer's right to cancel or return all or any portion of the Project Materials that do not conform to the Contract requirements;
 - (ii) oblige the Employer to accept future delivery of the Project Materials;
or
 - (iii) preclude the Employer from making any claim for damages or breach of warranty; or
 - (iv) prejudice the Employer's right to reject any and all of the Project Materials that do not meet the provisions of sub-clause (D) of this Clause.
- (H) All Project Materials must pass the Employer's acceptance tests. The Employer shall be entitled to reject any and all Project Materials that do not meet the provisions of sub-clause (D) of this Clause. If by the nature of the Project Materials any defects or any failure to conform to sub-clause (D) of this Clause does not or would not become apparent (despite the carrying out of any examination or acceptance tests) until after use, the Employer may reject the same even after a reasonable period of use. No Project Materials returned as defective by the Employer shall be replaced by the Contractor without a prior written notice by the Employer of the rejection.
- (I) Any Project Materials rejected under sub-clause (H) must at the request of the Employer be replaced or re-performed as the case may be by the Contractor at the Contractor's own expense. Alternatively, the Employer may elect (at the Employer's option) to terminate the Contract pursuant to the terms and conditions of Contract in respect of the rejected Project Materials in question and the whole of the remainder of the Project Materials (if any) covered by the Contract. All rejected Goods of the Project Materials will be removed from the site and returned to the Contractor at the Contractor's expense. If the Contractor fails to remove the rejected Goods from the site, the Employer may continue to store such Goods and the Contractor shall fully reimburse the Employer for all storage costs and delivery costs incurred or to be incurred immediately upon the Employer's demand in writing.
- (J) Without prejudice to the Employer's rights under sub-clause (I) under this

Clause, the Employer shall be entitled to return any Goods to the Contractor for a full refund in respect of such returned Goods within THIRTY (30) days of the Employer's demand for return. All rejected Goods of the Project Materials will be returned to the Contractor at the Contractor's expense. If the Contractor fails to so refund within THIRTY (30) days of the Employer's demand for return, the Contractor shall be liable to pay interest on such amount(s) to be refunded at an interest rate of 1% above the rate of prime.

- (K) 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 carrying out the Assignment.
- (L) The Contractor shall advise the Employer, as soon as practicable, of any actual or foreseeable delay in meeting the delivery schedules or date for completion and the reason therefor.
- (M) 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 or sub-consultants/sub-contractors of all tiers, in carrying out the Assignment.
- (N) The Contractor shall be liable for, and shall indemnify the Employer 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 the Contract, save to the extent that the same may be due to any deliberate default, negligence or willful misconduct of the Employer or of any person for whom the Employer is responsible.
- (O) The Contractor shall be liable for, and shall indemnify the Employer 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 the Contract, save to the extent that the same may be due to any deliberate default, negligence or willful misconduct of the Employer or of any person for whom the Employer is responsible.
- (P) The Contractor has to keep all the Contractor's property in safe custody or that of his sub-contractors and/or sub-consultants and employees on site. The Contractor shall indemnify the Employer in respect of any loss, damages,

injury or death of the Contractor, his sub-contractors/sub-consultants and employees in consequence of the malfunction of, loss of or damage to the said property, save to the extent that the same may be due to any deliberate default, negligence or willful misconduct of the Employer or of any person for whom the Employer is responsible.

- (Q) Unless it is specifically allowed in other part of the Contract, if the Contractor or the Employer shall default on carrying out its obligations under the Contract, the Contractor or the Employer may by notice in writing to request the defaulting party to perform the obligations promptly in order to avoid and minimize any loss and damage that such failure may cause. In addition, the defaulting party shall indemnify any direct loss or damages so caused to the Contractor or the Employer (as the case may be) as a result of the default of this Contract.
- (R) If either the Contractor or the Employer has breached any terms and conditions under this Contract, the defaulting party shall indemnify against all related actual financial losses and expenses necessarily incurred by the Contractor or the Employer (as the case may be) arising from the breach.
- (S) The Employer has the rights to recover any expense, loss or claim from payment payable to the Contractor by notice in writing, the same may be deducted or offset from any sum then due or which at any time thereafter may become due to the Contractor under the Contract or any other contracts the Contractor has entered into with the Employer.
- (T) The Contractor's liability for loss or damages arising from or in relation to this Project, as a result of breach of contract, tort (including negligence,) or otherwise in relation to the Contractor's performance of its obligations under the Contract, is limited to a liability cap as THREE (3) times of the Contract sum. This sub-clause does not apply when the Court or an arbitral tribunal finds that the Contractor has engaged in willful misconduct or fraudulent behavior or gross negligence or a fundamental breach of the Contract.
- (U) The sub-clauses of this Clause in respect of the Contractor's obligations to indemnify the Employer shall survive the termination of this Contract (however occasioned) and shall continue in full force and effect notwithstanding such termination.
- (V) Subject always to the Employer's right of rejection (in which case all title to and risks in any rejected Goods in the possession of the Employer shall remain with or pass back to the Contractor upon the Employer's request for

rejection), all title to and risks in the Goods shall pass from the Contractor to the Employer upon delivery and written acceptance of the Goods by the Employer.

- (W) The Contractor shall provide and employ and shall ensure that any of his sub-contractors shall provide and employ in connection with the execution of the Works or the Services sufficiently skilled, competent, qualified, experienced personnel as is necessary for the proper and timely execution of the Works or the Services.

25 Instruction and Procedure

The Contractor shall comply with all reasonable instructions of the Employer and the Employer's Representative. The Employer and/or the Employer's Representative may issue to the Contractor general instructions on procedure and shall supply such additional information as may be required. The Contractor shall follow such procedures as far as possible and shall obtain prior written approval from the Employer or the Employer's Representative for any intended major departure from such procedures. Nothing in this Clause shall relieve the Contractor's obligations under the Contract.

26 Not used

27 Not used

28 Programme to be Submitted and Agreed

- (A) The Contractor may propose changes to some or all of the key dates specified in the Assignment Brief for incorporation into the draft programme prepared under sub-clause (B) of this Clause for the Employer or the Employer's Representative to agree. If any of such proposed changes are agreed by the Employer or the Employer's 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 Assignment Brief and shall incorporate the key dates specified in the Assignment Brief, including any changes agreed under sub-clause (A) of this Clause. The Employer or the Employer's Representative shall either agree the draft programme or instruct the Contractor to submit a revised draft programme which the Contractor shall prepare.

- (C) If the Employer or the Employer's Representative do not agree the revised draft programme submitted under sub-clause (B) of this Clause, he shall issue an instruction under Clause 25 to the Contractor.
- (D) When the Employer or the Employer's 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 prior written approval of the Employer or the Employer's Representative.

29 Payment

Payments under the Contract shall be made in accordance with the Fee Proposal or the Purchase Order (as the case may be).

30 Fees to be Inclusive

- (A) Prices and the currency shall be as specified in the Contract. Unless provided otherwise, the fees set out in the Fee Proposal or the Purchase Order (as the case may be) shall be inclusive of all taxes, labour, materials and expenses incurred in the course of provision of the Project Materials.
- (B) If required by the Employer, the detailed price list should also be provided, covering all items affecting the price such as the taxes, service charges, etc.

31 Payment in Hong Kong Dollars

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

32 Expenses incurred in currencies other than Hong Kong dollars

The Contractor shall specify in its claims for other reimbursement expenses incurred in currencies other than Hong Kong dollars the date on which the expenses were paid. Payment shall be arranged by conversion to Hong Kong dollars at the Selling (T.T.) rate in use by the Hong Kong and Shanghai Banking Corporation at the commencement of business on the date the expense was paid.

33 Payment of Accounts

- (A) The Contractor shall submit an invoice once the Project Materials have been delivered and accepted by the Employer. Original invoices shall be submitted by mail to Employer's headquarters (of which the address may be changed

upon the Employer's written notice to the Contractor) unless otherwise required by the Employer.

- (B) Except as provided for in sub-clause (C) of this Clause accounts of all money due from the Employer to the Contractor in accordance with the Contract shall be paid within THIRTY (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 1% above the rate of prime upon any overdue payment from the date on which the same should have been made.
- (C) If any item or part of an item of an account rendered by the Contractor is reasonably disputed or subject to reasonable requisitions by the Employer or the Employer's Representative, the Employer shall within THIRTY (30) days after receipt of the invoice by the Employer inform the Contractor in writing of all items under dispute or subject to requisitions. The Contractor shall cancel the original invoice and reissue an invoice for the undisputed amount within TEN (10) days.
- (D) The Contractor and the Employer shall promptly investigate any disputed invoice and shall act reasonably to resolve the dispute. Any disputed invoice or part of an invoice agreed by the Employer to be payable following resolution shall be re-invoiced as appropriate. Notwithstanding the foregoing, the Contractor shall continue to provide the Project Materials in full as if the dispute and/or requisitions did not exist.
- (E) The Contractor shall be responsible for ensuring that all information on invoices is complete and accurate, and that specific reference is made to the Contract reference number assigned by the Employer.

34 Rendering of Accounts

The Contractor shall render his accounts for interim payments in accordance with the Fee Proposal or the Purchase Order (as the case may be).

35 Not used

36 Reduction of Lump Sum Fees

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

- (i) explanations or adjustment made under sub-clause (B) of Clause 7;
- (ii) changes to the Assignment Brief made under sub-clause (A) of Clause 19;
- (iii) clarifications or instructions given under sub-clause (B) of Clause 19;
and
- (iv) instructions given under Clause 25;

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

37 Not used

38 Employer's Assignment and Novation

- (A) The Employer may assign or transfer the whole or any part of its rights and/or benefits under the Agreement at any point in time to any third party without the Contractor's consent. Any such assignment or transfer shall be notified to the Contractor as soon as practicable.
- (B) The Employer shall have the right to novate to a third party ("**Novatee**") all of the Employer's rights, interests and benefits, obligations, liabilities and duties, without limitation, known and unknown, existing and contingent, actual and otherwise, in connection with the Agreement at any point in time. The Contractor shall enter into a novation agreement with the Employer and the Novatee to the effect that:
 - (1) the Novatee shall assume all rights, interests and benefits, obligations, liabilities and duties of, and all claims for and against, the Employer in connection with the Agreement in place of the Employer as if the Novatee were the original party to the Agreement;
 - (2) the Novatee shall have power to exercise all rights expressed to be those of the Employer under the Agreement;
 - (3) the Novatee shall perform and comply with, and be bound by, each and every duty and obligation of the Employer under the Agreement as if the Novatee were named in the Agreement in place of the Employer; and

- (4) the Contractor shall release and discharge the Employer from any and all obligations, liabilities and duties in relation to the Contractor of any kind, known and unknown, existing and contingent, actual and otherwise in connection with the Agreement.

A specimen of the novation agreement is annexed as Appendix 1 hereto.

39 Contractor's Non-Assignment

The Contractor shall not, without the prior written consent of the Employer, assign or otherwise transfer the benefit and/or obligations of the Contract or any part thereof to any third party, and the performance of the Contract by the Contractor shall be deemed to be personal to the Contractor.

40 Employment and Replacement of sub-consultants / sub-contractors

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

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

41 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 Assignment shall not relieve the Contractor from any liability or obligation under the Contract and the Contractor shall be responsible for the acts, default and neglects of any sub-consultants / sub-contractors, their agents, servants or workmen fully as if they were the acts, default and neglects of the Contractor, the Contractor's agents, servants or workmen.

42 Publicity relating to the Contract

The Contractor shall submit to the Employer all advertising or other publicity materials relating to the Contract or the Project Materials in connection with the Contract wherein the Employer's name is mentioned or language used from which a connection with the Employer can reasonably be inferred or implied. The Contractor shall not publish or use any advertising or other publicity materials without the prior written consent of the Employer.

43 Suspension, resumption or termination

- (A) If the Contractor is delayed or prevented from performing its obligations under the Contract by circumstances beyond its reasonable control (including acts of God, war, riot etc.), such performance shall be suspended and if it cannot be completed within a reasonable time after the due date as specified in the Contract, the Contract may be terminated by the Employer.
- (B) Unless sub-clause (A) of this Clause apply, the Employer reserves the right to terminate the whole or any part of the Contract or any consignment on account thereof if the same is not completed in all respects in accordance with the instructions and requirements specified in the Contract and with the foregoing conditions, in particular with Clause 24, compliance with which by the Contractor is of the essence and a fundamental condition of this Contract.
- (C) The Contract may be suspended or terminated by the Employer for convenience without giving any reason by giving the Contractor ONE (1) month's prior notice in writing.
- (D) Upon suspension or termination and unless the provisions in this Contract otherwise provide, the Contractor shall be paid all fees and expenses commensurate with the Services performed by them and accepted by the Employer 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 deliver to the Employer documents in its possession, custody and/or 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 the termination or suspension caused by the Contractor or arising from a fault on the part of the Contractor.
- (E) In the event of suspension or termination and unless the provisions in this Contract otherwise provide, the Contractor shall be entitled to reimbursement of the actual cost of or an amount in fair compensation for the related actual financial commitment or obligation outstanding after the giving of the notice of suspension or termination which he has properly incurred in accordance with the Contract prior to the giving of the notice of suspension or termination.
- (F) The payments referred to in sub-clauses (D) and (E) of this Clause shall be deemed in full and final payment for the Project Materials 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.

- (G) For service resumption after suspension, the Employer shall give a written notice to the Contractor in no less than SEVEN (7) working days before the planned resumption date of the Project. The Contractor shall thereafter continue with the Services with the same terms and conditions set forth in the Contract. The Project period shall be extended for a period corresponding to the period of suspension or otherwise mutually agreed between the Employer and the Contractor.
- (H) In the event of suspension and subsequent resumption of the Project the Contractor shall be reimbursed any expenses necessarily incurred as a result of such resumption.
- (I) If the Project 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 payable payment under the Contract.
- (J) Should the Contract continue to be suspended for a period of more than two years then either:
 - (i) it may be terminated upon the written notice of either party; or
 - (ii) it may be renegotiated with the agreement of both parties.
- (K) Upon expiry or early termination of the Contract (howsoever occasioned):
 - (i) the Contract shall be of no further force and effect, but without prejudice to:
 - (1) the Employer's rights and claims under the Contract or otherwise at law against the Contractor arising from antecedent breaches of the Contract by the Contractor (including any breach(es) which entitle the Employer to terminate the Contract);
 - (2) the rights and claims which have accrued to a Party prior to the Termination; and
 - (3) the continued existence and validity of those provisions which are expressed to or which in their context by implication survive the termination of the Contract.

- (L) If there is any breach of GCC Clause 4, the Employer may terminate the Contract and the Contractor is not entitled to claim any compensation (except for the Project Materials that was accepted by the Employer before the termination of the Contract but was not paid for at the time of termination). The Contractor shall be liable for the related actual financial loss or expenses necessarily incurred by the Employer as a result of the termination of the Contract.
- (M) Without affecting the generality of the foregoing sub-clauses and notwithstanding any provision in this Contract, upon the occurrence of any of the following events, the Contractor is not entitled to claim any compensation (except for the Project Materials that was accepted at the Employer before the termination of the Contract but was not paid for by the time of termination) and the Employer may (a) immediately terminate the Contract without prior notice, (b) engage a replacement contractor to carry out and complete the remaining items that have yet to be completed under the Contract, (c) claim for loss, damage and/or expense incurred by the Employer against the Contractor as a result of the termination of the Contract under this sub-clause (including engaging a replacement contractor to carry out and complete the remaining items that have yet to be completed under the Contract), (d) carry out, deliver and complete such Goods / Works / Services by its own resources or by other contractors:
- (i) the Contractor, his sub-contractors of any tiers or employees or agents or the subcontractors' employees have engaged or are engaging or are reasonably believed to have engaged or be engaging in acts or activities that are likely to constitute or cause the occurrence of offences endangering national security or which would otherwise be contrary or prejudicial to the interest of national security; or
 - (ii) the continued engagement of the Contractor his sub-contractors of any tiers or employees or agents or the subcontractors' employees or the continued performance of the Contract is contrary or prejudicial to the interest of national security;
 - (iii) the Contractor shall at any time become bankrupt, insolvent, or shall be placed in receivership or go into liquidation or receivership, or 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

the Employer;

- (iv) the Contractor is found to be or is reasonably suspected to have been involved in collusion in the quotation process, and breach or non-compliance with any requirements of the Anti-collusion Clause of the Terms of Quotation / Conditions of Tender (in which case the Employer also has the right to report all suspected instances of bid-rigging to the Competition Commission ("**Commission**") established under the Competition Ordinance (Cap. 619) and provide the Commission with any relevant information, including but not limited to information on the bid and the Contractor's personal data; the Contractor may also lose his right for submitting quotations or tenders to the Employer in the future);
- (v) the Contractor or the Contractor's sub-contractors of any tiers or employees or agents or the subcontractors' employees do not comply or are reasonably suspected to fail to have complied with the relevant laws of HKSAR (including but not limited to Prevention of Bribery Ordinance (Cap. 201) as set out in Clause 47 below) and the terms and conditions of the Contract;
- (vi) any serious accident (personal injury/ death/ damage to property) occurs arising from or is reasonably suspected to have arisen from the Contractor's failure to comply with any sub-clauses of Clause 50.

The Employer shall be entitled to deduct from monies otherwise payable to the Contractor to cover the actual loss being suffered by the Employer; if the monies otherwise payable to the Contractor are not sufficient to cover the Employer's actual loss, the Contractor shall be liable to fully reimburse the Employer for the same accordingly.

44 Probity

The Contractor shall at all times be a business entity of integrity. Its tendering, contracting and/or sub-contracting practices shall be transparent and the Contractor must be accountable for the same. The Contractor shall secure due and timely payment to its suppliers, sub-contractors and employees.

45 Appeal to Employer

The Contractor shall have the right to appeal to the Employer against any instruction or decision of the Employer's Representative which the Contractor considers to be unreasonable.

46 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 the Contract, either party shall be entitled to refer the dispute or difference to the Employer and the partner or director of the Contractor, who shall meet within TWENTY ONE (21) days of such matter being referred to them.
- (B) If the dispute or difference cannot be resolved within TWO (2) months of a meeting under sub-clause (A) of this Clause or upon written agreement of the Employer and the Contractor that the dispute or difference cannot be resolved in such meeting, 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 NINETY (90) days of either the refusal to mediate, or the failure of the mediation. The parties agree that all provisions of Schedule 2 to the Arbitration Ordinance are applicable to the arbitration.
- (D) The Hong Kong International Arbitration Centre 2014 Domestic Arbitration Rules shall apply to any arbitration instituted in accordance with this Clause unless the parties agree to the contrary.

47 Prevention of Bribery

- (A) The Contractor shall duly inform his employees who are engaged either directly or indirectly in the formulation and implementation of any project of the Employer that the soliciting or accepting of an advantage as defined in the Prevention of Bribery Ordinance (Cap. 201) (“**POBO**”) 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 Employer.

- (B) The Contractor shall prohibit and prevent his employees, agents and sub-consultants / sub-contractors or any others directly or indirectly engaged by the Contractor who are involved in this Contract from offering, soliciting or accepting any advantage as defined in the POBO when conducting business in connection with this Contract. Without the approval of the Employer, 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 in favour of, or discount to any staff of the Employer. Any such offence committed by the Contractor or his employees, agents and sub-consultants / sub-contractors or any others directly or indirectly engaged by the Contractor will render the tender null and void. The Employer may also terminate the Contract granted without prior notice and hold the Contractor liable for any loss or damage so caused to the Employer.

48 Declaration of Interest

- (A) On appointment and during the currency of the Contract, the Contractor must declare any interest that the Contractor and any of his associated companies may have in any projects or contracts with the Employer if such interest is considered to be in real or apparent conflict with the duties of the Contractor under this Contract or the duties of his associated companies under any contracts with the Employer. The Contractor shall not undertake any services, which could give rise to conflict of interest, except with the prior written approval of the Employer which approval shall not be unreasonably withheld.
- (B) In any case, the Contractor shall not undertake and shall procure that any of his associated companies does not undertake any services for any entity in respect of a contract between that entity and the Employer for which the Contractor is providing a service to the Employer.

49 Insurance

(A) Employees' Compensation Insurance Policy

- (i) Without prejudice to the Contractor's obligations, liabilities and responsibilities under the Contract and his obligation to insure by law, and unless the Assignment Brief otherwise specifies, the Contractor shall at his own expenses warrant to take out and maintain an Employees' Compensation Insurance Policy ("**EC policy**") covering all liabilities arising from any death of, accident or injury to any workmen or other persons in the employment of the Contractor and any sub-contractor of all tiers and the Employer and/or any related subsidiaries of the Employer 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 delivery of Goods / Works / Services including the Maintenance Period or Defects Liability Period (if applicable). In this EC policy, the Employer and/or any related subsidiaries of the Employer should be named as joint insured and “Waiver of Subrogation Clause against Construction Industry Council and/or any related subsidiaries of Construction Industry Council (if any)” should be included. Considering the Employer and/or any related subsidiaries are named as joint insured in this insurance cover, W338 Indemnity to Principal Clause is optional to be included. However, the wording of “the Company shall not be liable under this Endorsement (except under the Ordinance) in respect of any injury by Accident or Disease due to or resulting from any act default or neglect of the Principal (Employer) his servants or agents” should be removed from clause wording of W338 Indemnity to Principal Clause. 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 under item (i), the Employer may at its own discretion terminate the Contract.

- (ii) Before the commencement of delivering Goods and/or Works and/or Services under the Contract, subject to the terms of the Assignment Brief, effect and maintain an EC policy, in joint name with the Employer and/or any related subsidiaries (including Endorsements revised W348 and W204) which he is required to effect pursuant to item (i) above together in case of sub-contractor(s) involved with satisfactory proof of payment of the current premiums thereof, and produce a copy of the EC policy to the Employer unless otherwise mentioned in the assignment brief. 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 under item (ii), the Employer may at its own discretion terminate the Contract. The Contractor shall effect and keep in force during the Contract period at his own expense a policy of insurance against all claims, demands or liability aforesaid in the Contract with an insurance company of the Employer’s choice and shall continue such insurance during the continuance of the Contract.
- (iii) In the event of any of the Contractor’s sub-contractors of all tiers or employees or agents or the subcontractors’ employees suffering any injury or death in the course of the Contract and whether there be a claim for compensation or not, the Contractor shall within SEVEN (7)

working days give notice in writing of such injury or death to the Employer.

(B) Public Liability Insurance Policy (“PLI policy”)

Without limiting the Contractor's obligations under the Contract, and if the Assignment Brief so specifies, the Contractor shall take out and maintain until the end of the term of the contract, a PLI policy of Insurance cover in the joint names of the Employer and/or any related subsidiaries, the Contractor and subcontractors of any tier in a sum of not less than HK\$30,000,000 for any one accident and unlimited during the period of insurance, against any liability, loss, claim, expense or proceedings whatsoever incurred, sustained or made by any person arising under any Enactment or at common law, in respect of the personal injury or death of any person or the damage to any real and/or personal property arising out of the execution of the Services or any act or omission by the Contractor in connection with the Contract, with established insurers of repute, subject to the Employer’s approval unless otherwise mentioned in the assignment brief. If the said PLI policy provides that the insurers will not be responsible for payment of any certain amount of compensation (including, without limitations, the amount of any excesses and deductibles), the Contractor shall be solely responsible for such payment and shall reimburse the Employer forthwith if the Employer shall be required to make such payment. For the avoidance of doubt, if the Assignment Brief specifies other requirements for the PLI policy, the requirements specified in the Assignment Brief shall prevail over the requirements under this Clause 49(B).

(C) Contractors’ All Risks including Third Party Liability Insurance Policy (“CAR policy”)

(i) Without limiting the obligations, liabilities and responsibilities of the Contractor under the Contract, unless otherwise specified in the Assignment Brief, the Employer has effected, with insurers of the Employer’s choice, for the benefit *inter alia* of the Employer, the Contractor and his sub-contractors of any tier and other direct specialist contractors a CAR policy in respect of *inter alia*:

- (a) Loss and damage to the Works under the Contract;
- (b) Third party liability

Refer to **Appendix 2** for an **insurance synopsis** (“**Insurance Synopsis**”) and reference should be made thereto for its full terms and effect.

(ii) CAR policy only covers contracts falling within the Contract Details as stated in the said Insurance Synopsis. Should any contract be not

covered within the Contract Details, or if it is specified in the Assignment Brief that the Employer has not effected a CAR policy, the Contractor must arrange another CAR policy in the joint name with the Employer and/or any related subsidiaries, at the Contractor's own cost, subject to the Employer's approval. Minimum coverage for third party liability under Section II of CAR policy (Liability to Third Parties) is HK\$30,000,000 for any one accident and unlimited in aggregate within the period of insurance during 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 the Employer. For the avoidance of doubt, if the Assignment Brief specifies other requirements for the CAR Policy, the requirements specified in the Assignment Brief shall prevail over the requirements under this Clause.

- (iii) The Contractor shall for himself and on behalf of all sub-contractors of any tier accept the CAR policy 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.
- (iv) The Contractor shall be deemed to have read and understood the terms, provisions, conditions, exclusions and excesses of the CAR policy. 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.
- (v) It is acknowledged and understood that the CAR policy is subject to excesses and exclusions. In the event of a claim under the CAR policy 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, the Employer 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.

- (vi) Save for any case in which the relevant loss or injury arises from any act or neglect of the Employer or any person for whom the Employer is responsible, all costs and incidental expenses incurred in relation to claims including the preparation and submission of all formal claims under the CAR policy shall be borne by the Contractor.
- (vii) The Contractor shall forward to Employer's Representative a copy of all notices and claims submitted by him or all sub-contractors of any tier pursuant to the terms of the CAR policy within 24 hours of dispatch of such notice or claim. Upon a written request from the Employer, the Employer 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 policy, and in any such event the Contractor hereby appoints, and shall procure that all sub-contractors of any tier appoint, Employer as his or their agent for that purpose.
- (viii) All monies to be received under the CAR policy shall be paid to the Employer as loss payee. The Contractor and all sub-contractors of any tier hereby irrevocably authorize the Employer to give good discharge to the insurers for such monies.
- (ix) Upon the occurrence of any loss or damage to the works under the Contract, the Contractor with due diligence shall restore the 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 policy (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 the Employer'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 policy.

(D) Professional Indemnity Insurance Policy (“PII policy”)

- (i) Without limiting his obligations and responsibilities nor his liability to indemnify the Employer under Clause 24, the Contractor shall, if the Assignment Brief specifies, as from the date of commencement of the Contract, and thereafter, maintain an insurance cover up to 6 years from contract completion 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 sub-consultants of all tiers, his servants and agents of all and singular the Services.

- (ii) 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 (i) of this Clause, the Contractor may propose alternative arrangements for the Employer's approval.
- (iii) 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 full force.
- (iv) Unless otherwise specified in the Assignment Brief, the amount of insurance cover as mentioned in sub-clause (i) of this Clause shall be a minimum of THREE (3) times of the Contract sum or HK\$10,000,000 in the aggregate, whichever is higher.

50 Safety Precaution

- (A) 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. The Contractor shall throughout the progress of the Works take full responsibility for the adequate stability and safety of all operations on the Site.
- (B) Pursuant to the Employer's Contractor's Safety Requirements, Factories and Industrial Undertakings Ordinance (Cap. 59), Occupational Safety and Health Ordinance (Cap.509) and all sub-legislations thereunder, whilst executing 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. The Contractor shall ensure full compliance of all such requirements.
- (C) The Contractor, his subcontractors of all tiers and employees employed by the Contractor for construction work or container handling 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 equipment/machines for the works.

- (D) In addition, the Contractor, his subcontractors of all tiers and employees employed by the Contractor for construction trade(s) of high risk under the Contract shall also hold valid Specified Trade Safety Training Certificates (commonly known as “**Silver Cards**”).
- (E) 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 the Employer 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.
- (F) Smoking is not permitted in the workplace. If the Works involve the use of naked flame, the Contractor must implement sufficient fire prevention measures.
- (G) The Contractor shall take adequate steps (e.g. provide a suitable working platform) and provide all necessary equipment at its own expenses to prevent any person from falling from a height of 2 metres or more. The Employer’s Guidelines on Work-above-ground Safety shall be strictly followed.
- (H) Without prejudice to the foregoing sub-clauses, the Contractor shall adopt all reasonable measures to ensure the health, safety and wellbeing of its employees, and those of third parties on the site. The Contractor shall also ensure that the Contractor and his sub-contractors of all tiers comply at all times with all relevant legislations, statutory rules and regulations, and all guidelines, best practices and industrial standards published and/or updated by the Employer from time to time (including but not limited to those annexed hereto (if any)). The Contractor is encouraged to achieve higher standards where possible.

51 Avoidance of Nuisance and Making Good Working Areas

- (A) The Contractor shall take all necessary measures to ensure that the Contractor’s operations be carried out in such manner as to cause as little inconvenience as possible to residents, the public or the operation of construction sites in the vicinity of the premises where the Contractor carries out the Works. 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 from any claim against the Employer arising from default of the Contractor in this respect.
- (C) 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 workplaces are kept free from obstruction.
- (D) The Contractor shall confine his operations to the minimum areas required for the works and shall at all times work in a clean, tidy and considerate manner having proper regard to other contractors/consultants working in the same site. 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.
- (E) All refuse shall be delivered properly to the refuse collection warehouse specified by the Employer at the end of each working day or on any dates specified by the Employer.

52 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 quotation or fee proposal submitted by the Contractor.

53 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 (Cap. 201) in discharging its duties under the Contract.
- (B) The Contractor shall implement a system requiring his employees to declare to him any interest they or their immediate families have or may have any conflict between their personal interest and their official positions in relation to this Assignment.

- (C) The Contractor shall prohibit his employees from taking 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 the Contract; and procure that his employees must not disclose to a third party any of such information without prior written 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 Contract.
- (F) When carrying out the Works delivered under the Contract, all workers have to wear the temporary work permit issued by Employer. If the temporary work permit is lost, the Contractor, his sub-contractors of all tiers or employees or agents or the subcontractors' employees have to report to the Employer and request a re-issue of the temporary work permit at HK\$100 each.
- (G) If the Contractor finds it necessary to park their motor vehicles within the premises of the Employer, an application has to be lodged with the Employer in advance. If the application is approved by the Employer, the parking permit issued by the Employer and the contact telephone number of the driver using the parking permit has to be displayed on the motor vehicles.

54 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.

55 Non-Waiver

No forbearance, delay or indulgence by either party in enforcing the provisions of this Contract shall prejudice or restrict the rights of that party or be regarded as a waiver of that party, nor shall any waiver of a party's rights operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party and each such right, power or remedy shall be cumulative. No waiver shall be effective unless it is in writing and signed by an authorized representative of

the waiving party.

56 Severability

In case any provision in this Contract shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability, and each term and provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

57 Contractor's Claims for Extras

- (A) The Contractor shall send to the Employer's Representative once in every month an account giving particulars (as full and detailed as possible) of all claims for any extension of time for completion of the Works and for additional expense (if any) to which the Contractor may consider himself entitled and of all extra or additional work carried out by the Contractor during the preceding month.
- (B) No claim for extension of time for completion of the Works 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 shall be considered.
- (C) If the Employer's Representative is of the opinion that the delay is caused by:
- (i) inclement weather and/or its consequences hampering the progress of the Works, or
 - (ii) the hoisting of tropical cyclone warning signal No. 8 or above or the issue of a Black Rainstorm Warning or the Government's announcement of extreme conditions, or
 - (iii) an instruction issued under Clause 25, or
 - (iv) a variation ordered under Clause 62, or
 - (v) a substantial increase in the work required to be done not resulting from a variation ordered under Clause 62, provided that the increase was not apparent from the Contract documents, or
 - (vi) the Contractor not being given possession of any part of the Site pursuant to the Contract or is subsequently unduly deprived of it by the Employer, or
 - (vii) a disturbance to the progress of the Works for which the Employer is responsible, or
 - (viii) the Employer suspending the Works in accordance with Clause 43

insofar as the suspension is not occasioned by the circumstances described in Clause 57 (D)(i) to (v), or

- (ix) any utility undertaking or other duly constituted authority failing to commence or carry out timely any work thereby hampering or preventing the execution of the Works, provided that the Contractor has taken all practical measures to cause it to commence or to proceed with such work timely, or
- (x) any Nominated Sub-contractor for any reason specified in sub-clause (C)(i) to (ix) of this Clause, provided that the Contractor has taken all reasonable measures to prevent, or
- (xi) change in law, or
- (xii) unforeseen site conditions, or
- (xiii) any special circumstance hampering the progress of the Works,

then the Employer's Representative shall within a reasonable time consider whether the Contractor is fairly entitled to an extension of time for the completion of the Works or any Section thereof as claimed by the Contractor or at all.

(D) Notwithstanding the general powers of the Employer's Representative under the provisions of this Clause to determine whether the Contractor is fairly entitled to an extension of time, the Contractor shall not be entitled to an extension of time for the completion of the Works or any Section thereof if the cause of the delay is:

- (i) a suspension not provided for in the Contract, or
- (ii) a suspension necessary by reason of inclement weather conditions affecting the safety or quality of the Works or any part thereof, or
- (iii) a suspension necessary by reason of some default on the part of the Contractor or any person carrying out the Works except person for whom the Employer is responsible, or
- (iv) a suspension necessary for the proper execution of the Works or for the safety of the Works or any part thereof or for the safety and health of any person or the safety of any property on or adjacent to the Site in as much as such necessity does not arise from any act or default of the Employer or
- (v) a shortage of Constructional Plant or labour.

(E) If in accordance with sub-clause (A) of this Clause the Employer's Representative considers that the Contractor is fairly entitled to an extension of time for the completion of the Works or any Section thereof, the Employer's Representative shall within a reasonable time determine, grant

and notify in writing to the Contractor such extension. If the Employer's Representative determines that the Contractor is not entitled to an extension, the Employer's Representative shall notify the Contractor in writing accordingly.

Provided that the Employer's Representative in determining any such extension shall take into account all the circumstances known to him at that time, including the effect of any omission of work or substantial decrease in the quantity of any item of work.

Provided further that the Employer's Representative shall, if the Contractor shall so request in writing, make a subsequent review of the circumstances causing delay and determine whether any further extension of time for completion should be granted.

For the avoidance of doubt if the Employer's Representative grants an extension of time in respect of a cause of delay occurring after the Employer is entitled to recover liquidated damages in respect of the Works or any Section, the period of extension of time granted shall be added to the prescribed time or previously extended time for the completion of the Works or, as the case may be, the relevant Section.

- (F) For the purposes of determining whether or to what extent the Contractor may be entitled to an extension of time under sub-clause (C) of this Clause the Employer may require the Contractor to submit full and detailed particulars of the cause and extent of the delay to the progress of the Works. If the Contractor fails to comply with the provisions of this sub-clause, the Employer shall consider such extension only to the extent that the Employer's Representative is able on the information available.
- (G) Whenever the Employer's Representative grants an extension of time for completion in accordance with this Clause, the Contractor shall revise the programme referred to in Clause 28 accordingly.
- (H) Except as provided elsewhere in the Contract, any extension of time granted by the Employer's Representative to the Contractor shall be deemed to be in full compensation and satisfaction for any loss or injury sustained or sustainable by the Contractor in respect of any matter or thing in connection with which such extension shall have been granted and every extension shall exonerate the Contractor from any claim or demand on the part of the Employer's Representative for the delay during the period of such extension but not for any delay continued beyond such period.

- (I) For the purpose of this Clause, “Black Rainstorm Warning” means a warning issued by the Director of the Hong Kong Observatory of a heavy rainstorm in, or in the vicinity of, Hong Kong by the use of the heavy rainstorm signal commonly referred to as Black.

58 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 or the Employer’s Representative and shall proceed with the same with due diligence. The Contractor shall not commence the Works before the notified date for commencement.

59 Time for Completion

- (A) The Works and any Section thereof shall be completed within the time or times stated in the Assignment Brief calculated from and including the date for commencement notified by the Employer in accordance with Clause 58 or such extended time as may be determined in accordance with Clause 57.
- (B) General Holidays shall be included in the time for completion unless otherwise stated in the Contract.

60 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 59 or such extended time as may be granted in accordance with Clause 57, 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’s Representative certifies completion under Clause 61 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’s 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.
- (E) If the Contractor fails to complete the Works by the time stated in the Contract pursuant to Clause 59, or such extended time as may be determined in accordance with Clause 57, then the Contractor shall pay or allow to the Employer a sum calculated at the rate as specified at the Assignment Brief as liquidated and ascertained damages for the period during which the Works shall so remain or have remained incomplete, and the Employer may deduct such sum from any monies due or to become due to the Contractor under the Contract.

61 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's Representative, accompanied by an undertaking to carry out any outstanding work during the Defects Liability Period, requesting the Employer's Representative to issue a certificate of completion in respect of the Works. The Employer's Representative shall, within TWENTY ONE (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's 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's 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's Representative the Works have been substantially completed and satisfactorily passed any final test which may be prescribed by the Contract, the Employer's 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's 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 the Employer's Representative before the expiry of the Defects Liability Period.
- (D) The provisions of sub-clauses (A), (B) and (C) of this Clause shall apply equally to any Section.
- (E)
 - (i) The Employer's 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's Representative and is required by the Employer for permanent occupation or use before the completion of the Works or any Section.
 - (ii) The Employer's 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's 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.

62 Variations

- (A) The Employer's Representative may order in writing any variation to any part of the Works 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's Representative's instruction.
- (B) No variation ordered by the Employer's Representative shall in any way vitiate or invalidate the Contract but all such variations shall be valued in accordance with Clause 63.
- (C) Any variation ordered by the Employer's Representative may include a requirement for the Contractor to prepare and submit within FOURTEEN (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's Representative may request the Contractor to submit a lump sum quotation in writing within FOURTEEN (14) days of receipt of such request, or within such other time as may be agreed between the Employer or the Employer's Representative and the Contractor.
- (ii) In the event that the Contractor is not subsequently instructed by the Employer's Representative to execute the variation referred to in Clause 61(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's Representative.
- (E) (i) The Contractor may propose a variation by submitting in writing to the Employer's 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's Representative shall within TWENTY EIGHT (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's 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.

63 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's Representative under Clause 62 (other than a variation ordered under sub-clause (E) of Clause 62) 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's Representative in accordance with sub-clauses (E) and (F) of this Clause.
- (B) The valuation of any variation ordered by the Employer's Representative in accordance with sub-clause (A) of Clause 62 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's 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's Representative shall fix such rate or price as shall in his opinion be reasonable and notify the Contractor accordingly.
- (D) The Employer's 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 62 relative to the nature or extent of the Works or any part thereof shall be such that in the opinion of the Employer's 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's 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's Representative in accordance with sub-clause (C) or (D) of Clause 62 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's Representative shall notify the Contractor not later than FOURTEEN (14) days from the receipt of any such lump sum quotation (or such other time as may be agreed between the Employer's 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's 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 62 and the lump sum quotation is not accepted by the Employer's Representative, then the work ordered under

sub-clause (A) of Clause 62 shall be valued in accordance with sub-clause (E) of this Clause.

- (H) The Contractor shall supply the Employer's Representative with any further information reasonably requested by the Employer's Representative within FOURTEEN (14) days of the request to enable him to value any variation ordered under sub-clause (A) of Clause 62.
- (I) The Employer's Representative shall within TWENTY EIGHT (28) days of the receipt of the information requested under sub-clause (H) of this Clause notify the Contractor of his valuation.

64 Valid Certificates of Intermediate Trade Testing or higher qualifications

Except for carrying out general cleaning, delivering or sweeping tasks or having special approval of the Employer's Representative, all workers employed by the Contractor or sub-consultants of all tiers to work under this Contract shall 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 shall be submitted to the Employer's Representative before the commencement of works.

65 Loss & Expense

If upon written application by the Contractor to the Employer's Representative, the Employer's Representative is of the opinion that the Contractor has been or is likely to be involved in expenditure for which the Contractor would not be reimbursed by a payment made under any other provision in the Contract by reason of the progress of the Works or any part thereof having been materially affected by:

- (A) any variation ordered in accordance with Clause 62 (other than a variation where the relevant lump sum quotation submitted in accordance with sub-clause (C) or (D) of Clause 60 has been accepted by the Employer's Representative or a variation ordered under sub-clause (E) of Clause 62), or
- (B) the testing of plant, materials or workmanship not required by the Contract but directed by the Employer's Representative unless the inspection or test showed that the plant, work, materials or workmanship were not in accordance with the Contract, or
- (C) delay caused by any person or any company, not being a utility undertaking,

engaged by the Employer in supplying materials or in executing work directly connected with but not forming part of the work, or

- (D) late delivery of materials, plant or equipment by the Employer,

then the Employer's Representative shall ascertain the cost incurred and shall certify accordingly.

66 Registered Specialist Trade Contractors Scheme (RSTCS)

- (A) 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 Employer, 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.
- (B) The Contractor shall ensure that where any part of the Works is sub-contracted to a sub-contractor engaged under Clause 66(A) 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.

67 Temporary Work Permit

When carrying out the Works, all workers have to wear the temporary work permit issued by the Employer. If the temporary work permit is lost, the Contractor or worker shall report to the Employer and request a re-issue at \$30.

68 Maintenance Certificate

(1) Upon the expiry of the Defect Liability Period, or where there is more than one such Period, certificate upon the expiry of the latest Period and when all outstanding work referred to under Clause 61 and all work of repair, reconstruction, rectification and making good any defect, imperfection, shrinkage and other fault identified shall have been completed, the Employer's Representative shall issue a maintenance certificate stating the date on which the Contractor shall have completed his obligation to execute the Works.

(2) No certificate, other than the maintenance certificate, shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the Contract or any part thereof.

Provided that the maintenance certificate shall not be deemed to constitute approval of any work or other matter in respect of which it is issued which has not been carried out in accordance with the Contract and which the Employer's Representative could not with reasonable diligence have discovered before the issue of the maintenance certificate

(3) The issue of any certificate including the maintenance certificate shall not be taken as relieving either the Contractor or the Employer from any liability the one towards the other arising out of or in any way connected with the performance of their respective obligations under the Contract. Provided that the Employer shall not be liable to the Contractor for any matter or thing arising out of or in connection with the Contract or the execution of the Works unless the Contractor shall have made a claim in relation thereto in accordance with the time limits specified in Clause 57.

Appendix 1

NOVATION AGREEMENT

THIS NOVATION AGREEMENT is made the day of 20 .

BETWEEN:

Construction Industry Council, duly incorporated under the Construction Industry Council Ordinance (Cap. 587 of the Laws of Hong Kong) with its registered office address at 38/F, COS Centre, 56 Tsun Yip Street, Kwun Tong, Kowloon, Hong Kong (the “**Employer**”);

[Contractor], a company incorporated under the laws of [country] with company number [*] having its registered office at [address] (the “**Contractor**”); and

[Novatee], a company incorporated under the laws of [country] with company number [*] having its registered office at [address] (the “**Novatee**”).

WHEREAS:

- A. The Employer and the Contractor have entered into a Contract for [Tender Title] (the “**Contract**”) for [description of works] at [address]. Pursuant to the Contract, the Employer shall have the right to novate to a third party all of the Employer’s rights, interests and benefits, obligations, liabilities and duties, without limitation, known and unknown, existing and contingent, actual and otherwise, in connection with the Contract at any point in time.
- B. The Employer desires to novate the aforesaid rights, interests and benefits, obligations, liabilities and duties to the Novatee pursuant to the Contract and be released and discharged from the Contract in accordance with this Novation Agreement.

- C. The Novatee agrees to take over the Employer's full benefits, obligations and remedies under the Contract from the Employer in accordance with this Novation Agreement.

- D. The Contractor agrees that the Novatee takes over the Employer's full benefits, obligations and remedies under the Contract from the Employer in accordance with this Novation Agreement.

- E. The date of execution of this Novation Agreement is taken as the Novation Date.

THE PARTIES AGREE that:

Novation

1. With effect from the Novation Date, the Novatee:
 - (a) assumes, in place of the Employer, all rights, interests and benefits, obligations, liabilities and duties of, and all claims for and against, the Employer, known and unknown, existing and contingent, actual and otherwise, in connection with the Contract at any point in time;

 - (b) assumes the power to exercise all rights expressed to be those of the Employer under the Contract; and

 - (c) shall perform and comply with, and be bound by, each and every duty and obligation of the Employer under the Contract

in every way as if the Novatee were named in the Contract in place of the Employer.

2. By its execution of this Novation Agreement, the Novatee hereby represents to the Contractor and the Employer that it is duly incorporated, validly existing,

has full power, authority and legal right to enter into the transactions contemplated by, and perform the obligations assumed pursuant to, this Novation Agreement and the Contract, and has taken all necessary action to authorise execution of this Novation Agreement.

Release

3. With effect from the Novation Date, the Contractor (a) releases and discharges the Employer from all obligations, liabilities, duties, actions, claims, proceedings and demands of any kind, known and unknown, existing and contingent, actual and otherwise in connection with the Contract without any recourse against the Employer, and (b) accepts the obligations and liabilities of the Novatee under the Contract in lieu of the obligations and liabilities of the Employer otherwise under the contract, and (c) agrees to be bound by the terms of the Contract in every way as if the Novatee were named in the Contract in place of the Employer.

Acknowledgement and acceptance

4. The parties hereto hereby acknowledge that this Novation Agreement constitutes novation of all the rights and obligations of the Employer under the Contract to the Novatee and the Contractor hereby agrees and accepts that this Novation Agreement constitutes a sufficient undertaking by the Novatee to perform the obligations of the Employer under the Contract.
5. This Novation Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region. For any dispute over the validity of this Novation Agreement (if any), the parties irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong. For the avoidance of doubt, this clause shall not affect the dispute resolution mechanism under the Contract.

This Novation Agreement had been executed as on the day and year first before written.

For and on behalf of)
the CONSTRUCTION INDUSTRY COUNCIL)
by)
)
)

For and on behalf of)
)
by)
)
)

For and on behalf of)
)
by)
)
)

Appendix 2

Insurance Synopsis of Contractors' All Risks including Third Party Liability Insurance

Summary

Type	:	Contractors' All Risks – Open Cover
Terms	:	To follow the terms, limits and conditions of Asia Insurance Company Limited's Contractors' All Risks policy wording including all amendments / endorsements as detailed and agreed hereon.
Insured	:	Construction Industry Council as principal and/or all Main Contractors and its sub-contractors of every tier.
Period of Insurance	:	From Commencement Date to Expected Completion Date Local Hong Kong Time (both days inclusive) Defect Liability Period if any should be included
<hr/>		
Contract Details	:	<p><u>Scope and Nature</u></p> <p>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 Services equipment; office equipment; training equipment; and trade test equipment carried out at the premises of the Insured which are covered under the Property Policy but definitely excluding any construction sites.</p> <p><u>Contract Value of Each Contract</u></p> <p>Contract Value at inception (i.e. at the time when the Contract was granted)</p> <p><u>Period of Insurance for Each Contract</u></p> <p>(1) Insured Contract other than Maintenance Contract Work</p> <p>(a) Contract Period Follow the original Contract Period of each contract work provided that: - - the duration of the Contract Period shall not exceed 120 days; - the Insured Contract must commence within the Period of Insurance specified in the Schedule</p> <p>(b) Maintenance Period Follow the original Maintenance Period of each contract work provided that the duration of the Maintenance Period shall not exceed 12 months immediately after the Original Contract Period.</p> <p>(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; - the Insured Contract must commence within the Period of Insurance specified in the Schedule.</p>

<p>Coverage</p>	<p>: <u>Section I – Material Damage</u></p> <p>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.</p> <p><u>Insured Property – Item 1</u></p> <p>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.</p> <p><u>Insured Property – Item 2</u></p> <p>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.</p> <p><u>Sum Insured: 4% of Individual Contract Value</u></p> <p><u>Insured Property – Item 3</u> <u>Professional Fees: costs and expenses in respect of architects’ surveyors and consulting engineers’ fee 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.</u></p> <p>Section II – Liability to Third Parties</p> <p>To indemnify the Insured in respect of all sums which the Insured shall become legally liable for:</p> <ul style="list-style-type: none"> (i) accidental 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 <p>and in addition the insurers shall be liable for</p> <ul style="list-style-type: none"> (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 <p>Limit of Indemnity: HK\$30,000,000 for any one accident and unlimited for the period of insurance (costs and expenses inclusive)</p>
<p>Geographical Area and Jurisdiction</p>	<p>: Hong Kong SAR</p>

Excess	:	Section I – Material Damage		
		<u>For contract with value of HK\$500,000 or below</u>	<u>For contract with value exceeding HK\$500,000 up to HK\$1,500,000</u>	<u>For contract with value exceeding HK\$1,500,000 up to HK\$3,000,000</u>
		HK\$	HK\$	HK\$
	Act of God/Fire/Theft:	15,000	20,000	30,000
	Others:	15,000	20,000	30,000
	Temporary Works:	15,000 min or 50% of loss(*)	20,000 min or 50% of loss(*)	30,000 min or 50% of loss(*)
	Water Damage to Work:	15,000 min or 20% of loss(*)	20,000 min or 20% of loss(*)	30,000 min or 20% of loss(*)
	Designer/Testing:	15,000	20,000	30,000
	Strike, Riot and Civil Commotion /Malicious Damage	15,000 min or 20% of loss(*)	20,000 min or 20% of loss(*)	30,000 min or 20% of loss(*)
	Typhoon / Storm / Tempest	15,000 min or 20% of loss(*)	20,000 min or 20% of loss(*)	30,000 min or 20% of loss(*)
	(*) – whichever is the greater			
		Section II – Liability to Third Party		
			<u>HK\$</u>	
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	:	40,000 min or 10% of loss (*)		
Conditions (inter alia)	:	<ol style="list-style-type: none"> Revised Cross Liability Clause/ As per Asia’s standard Contractors’ All Risk Policy Jacket B1 – Safety Precaution Clause amended to delete the 24 hours watchman requirement. B2 – Special Conditions for Underground Services Clause S001 Strike, Riot and Civil Commotion and Malicious Damage Endorsement. (Applicable to Section I only) The maximum liability under this extension is restricted to the sub-limit of HK\$1,500,000 in 		

		<p>aggregate for all losses for the whole period of insurance.</p> <ol style="list-style-type: none"> 5. A6 – Extra charges for overtime, night work, work on public holiday and ex-press fright (15% of adjusted loss) 6. A1 – Extended to cover liability to third party property damage caused by vibration, removal or weakening of support (Limit: HK\$30,000,000 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. Burning and Welding Clause 9. 90 Days’ Cancellation Notice Clause (Subject to Pro-rata Refund Cancellation) 10. Extended Maintenance Period Cover 11. 90 Days Non-Renewal Notice by Insurer 12. Claim Control Clause 13. 72 hours Clause 14. Hong Kong Claim Jurisdiction Clause 15. Revised Arbitration Clause 16. A3 – Extension of Cover for Designer’s Risks 17. A4 – Extension of Cover for Inland Transit (Limit: HK\$100,000 any one loss) 18. A5 – Extension of Cover for Off-Site Storage anywhere in HKSAR (Limit: HK\$100,000 any one loss) 19. A2 – Extension of Cover for Testing and Commissioning (4 weeks) 20. Escalation Clause (Limit: 15% of Contract Value) <p>Other terms and conditions as per policy wording</p>
Principal Policy Exclusions (inter alia)	:	Other exclusions as per original policy.
Applicable Jurisdiction and/or Law Practice	:	Hong Kong SAR
Contractors’ Own Insurance Responsibilities	:	<ol style="list-style-type: none"> (a) The Contractor’s All Risks including Third Party Liability Insurance does not cover the liability arising out of or in connection with the following: <ol style="list-style-type: none"> (i) motor vehicles and other Statutory Insurances.

	<p>(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”.</p> <p>(iii) deductibles of the Policy.</p> <p>(b) The Contractor’s All Risks including 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.</p> <p>(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.</p> <p>(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.</p> <p>(e) The Contractor’s All Risks including Third Party Liability Insurance only covers contract within the contract details as stated in the Insurance Synopsis of Contractors’ All Risks including Third Party Liability Insurance. Should the contract not within the contract details, contractor must arrange another Contractor’s All Risks including 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.</p> <p>(f) The Contractor should provide both insurance document and premium receipt of insurance covers arranged for CIC keeping record. Besides, other than policy excess, Contractor should also bear all the costs and expenses in case of claim.</p>
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Construction Industry Council (CIC)

Contractor's Safety Requirements

Version 1: 1 February 2025

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Contractor's Safety Requirements



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Appendix

Appendix 1 Relevant Safety and Health Legislations

Preface

This Contractor's Safety Requirements sets out the obligations and practical guidelines to all Contractors of Construction Industry Council ("CIC") to observe in relation to Safety and Health matters when they are occupying or conducting any activities at CIC premises. Compliance of this Contractor's Safety Requirements is binding to the contract or other types of use agreement and these Contractor's Safety Requirements are not intended to replace the provisions of laws and regulations or accepted standards in Hong Kong.

Should you have any questions on this handbook, please contact the Corporate Safety Department at enquiry@cic.hk.

We may review and update the content of this Manual from time to time. Please check with the CIC's department head for the latest version.

Statutory and Contractual Obligations

The Contractor shall be deemed to allow for the value of work in connection with meeting all statutory and contractual obligations in the upkeeping of safety and health in the execution of the works and any other related obligations, liabilities, risks and profit.

This Contractor's Safety Requirements contains the Safety and Health requirements in relation to the statutory and contractual obligations that are bound to the Contract, and the Contractor has obligations to fully comply with them with no cost or time implications.

If there is any non-compliance with the requirements, CIC reserves the right to charge the Contractor for all additional costs as a result of any additional arrangement, financial loss, damage or delays arising therefrom. CIC has the right to request the Contractor to take corrective actions until the non-compliance or unfavourable operation is rectified by the Contractor to the satisfaction of CIC with no cost or time implications.

CIC has the right to suspend the works until the non-compliance or unfavourable operation is rectified by the Contractor to the satisfaction of CIC with no cost or time implications. CIC has the right to arrange additional resources directly (e.g. Manpower, plants, equipment and materials) to rectify or facilitate the rectification for the non-compliance of the safety requirements by the Contractor, CIC has the right to charge the Contractor for the costs such as salary, associated administrative costs and related expenses arising therefrom.

In addition, where the statutory and contractual obligations are not performed by the Contractor to the satisfaction of CIC, CIC reserves the right to 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 the CIC as a result of the termination of this Contract.

It is important to note that compliance with the requirements shown in the Contractor's Safety Requirements does not itself confer immunity from legal obligations in Hong Kong. Contractors are reminded to observe and comply with statutory provisions, relevant codes of practice, guidelines, guidance notes and other government departments' requirements from time to time so as to discharge their legal and other pertinent duties.

Statutory Obligations:

In Hong Kong, potential duties and liabilities arise under statutes including but not limited to:-

1. Occupiers Liability Ordinance (Cap. 314) (“OLO”);
2. Factories and Industrial Undertakings Ordinance (Cap. 59) (“FIUO”) and Factories and Industrial Undertakings (Safety Management) Regulation (Cap. 59AF) (“FIUSMR”);
and
3. Occupational Safety and Health Ordinance (Cap. 509) (“OSHO”).

The above statutes potentially apply to Contractors of CIC (who are “occupiers” within the ambit of OLO or OSHO, or “proprietors of undertaking” within the ambit of the FIUO / FIUSMR). Contractors are required to abide by the relevant provisions under the statutes. Some key principles are summarized below.

Occupiers Liability Ordinance (Cap. 314)

Under section 3(1) of the OLO, “an occupier of premises owes the same duty, the common duty of care, to all his visitors, except in so far as he is free to and does extend, restrict, modify or exclude his duty to any visitor or visitors by agreement or otherwise.”

The OLO does not define who is an occupier, and the common law test applies such that a person is an occupier if he or she has a sufficient degree of control over the premises.

An occupier would owe all visitors a “common duty of care” i.e. to take such care as in all circumstances of the case is reasonable to see that the visitor will be reasonably safe in using the premises for the purposes for which he is invited or permitted by the occupier to be there.

Factories and Industrial Undertakings Ordinance (Cap. 59) and Factories and Industrial Undertakings (Safety Management) Regulation (Cap. 59AF)

Section 6A(1) of the FIUO stipulates that “it shall be the duty of every proprietor of an industrial undertaking to ensure, so far as is reasonably practicable, the health and safety at work of all persons employed by him at the industrial undertaking.” “Industrial undertaking” is defined widely under the FIUO and includes factories, construction work, container handling,

and industries in which articles are manufactured, altered, cleansed, repaired etc.,

A “proprietor” includes the person for the time being having the management or control of the business carried on in such industrial undertaking.

FIUSMR is one of the subsidiary legislation promulgated under the FIUO to ensure industrial safety by promoting safety management and self-regulation by proprietors and their workforce.

Under the FIUSMR, the key duties of a proprietor are, inter alia, to:-

- (i) Develop, implement and maintain a safety management system containing elements specified under the FIUSMR;
- (ii) Establish not less than one safety committee (to review measures for improving the safety and healthy of the workers in the relevant industrial undertaking, and to
- (iii) implement the relevant measures);
- (iv) Appoint a registered safety auditor to conduct a safety audit or a safety review officer to conduct a safety review.

Occupational Safety and Health Ordinance (Cap. 509)

The OSHO was enacted for the purpose of ensuring the safety and health of employees. Duties are attached (a) to an employer who is in control of the premises where the employee's workplace is located, and (b) to the occupiers of the premises, if the employer is not in control of the premises where the employees' workplace is located.

In particular, Section 7(1) of OSHO provides the occupier of the premises must ensure that:-

- (i) The premises; and
- (ii) The means of access to and egress from the premises; and
- (iii) Any plant or substances kept at the premises

are, so far as reasonably practicable, safe and without risks to health.

Other duties and liabilities

In addition, there are potential duties and liabilities under the common law (tort of negligence,

tort of nuisance etc.). Contractors should ensure that they understand these duties and liabilities.

References

Chapter 59 Factories and Industrial Undertakings Ordinance

Chapter 314 Occupiers Liability Ordinance

Chapter 509 Occupational Safety and Health Ordinance

Apart from the above statutes, Contractors shall comply with relevant codes of practice, guidelines, guidance notes or any other guidances 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.

The Contractor shall complete the project within the agreed budget and cannot charge the client for additional costs incurred due to their own errors, negligence, delays, acts or omissions in relation to any breach of or non-compliance with these Statutory and Contractual Obligations.

If there is any non-compliance with the requirements, CIC reserves the right to charge the Contractor for all additional costs as a result of any additional arrangement, financial loss, damage or delays arising therefrom. CIC has the right to request the Contractor to take corrective actions until the non-compliance or unfavourable operation is rectified by the Contractor to the satisfaction of CIC with no cost or time implications.

CIC has the right to suspend the works until the non-compliance or the unfavourable operation is rectified by the Contractor to the satisfaction of CIC with no cost or time implications. CIC has the right to arrange additional resources directly (e.g. Manpower, plants, equipment and materials) to rectify or facilitate the rectification for the non-compliance of the safety requirements by the Contractor, CIC has the right to charge the Contractor for the costs such as salary, associated administrative costs and related expenses arising therefrom.

In addition, where the statutory and contractual obligations are not performed by the Contractor to the satisfaction of CIC, CIC reserves the right to 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 the CIC as a result of the termination of this Contract.

Contractual Obligations:

In addition to the above obligations, the Contractor shall fully comply with all safety requirements as required by the Conditions of Contract, Terms and Conditions and Specifications under the particular contract. The Contractor shall also fully comply with the safety requirements of CIC standard document including this Contractor's Safety Requirements and the latest CIC publications. The CIC publications include but are not limited to:

1. Guidelines on Work-Above-Ground safety
2. Guidelines on Site Safety Measures on Working in Hot Weather
3. Guidelines on the Implementation of "P" and "N" Caring Programme
4. Guidelines on Safety Enhancement of and Notification Arrangement for Truss-out Bamboo Scaffolds
5. Guidelines on Planking Arrangement for Providing Working Platforms on Bamboo Scaffolds
6. Guidelines on the Design, Installation and Maintenance of Cast-in Anchors at External Walls of New Buildings
7. Guidelines on Safety of Lift Shaft Works: Volume 4 – Builders' Lift within Lift Shaft
8. Guidelines on Safety of Lift Shaft Works: Volume 3 – Throughout the Occupation Stage of Building
9. Guidelines on Safety of Lift Shaft Works: Volume 2- During Lift Installation Stage until Issue of Occupation Permit and Handing Over to Developer
10. Guidelines on Fabrication of Reinforcement Cages of Bored Piles
11. Guidelines on Safety of Lift Shaft Works: Volume 1 - During Construction Stage and Before Handing Over to Lift Installation Contractor
12. Guidance Notes on How to Manage the Maintenance Works carried out by Registered Lift / Escalator Contractor
13. Guidelines on Safety of Site Vehicles and Mobile Plant
14. Reference Material - Guide to Smart Safety-related Technologies for Use in Construction works
15. Reference Material - On Fatal Zone Management
16. Reference Material - CIC Design for Safety Management System for the Hong Kong Construction Industry
17. Reference Materials on Construction Site Facilities for Workers

18. Building Services Safety Handbook
19. Standard and Guide on Scaffolding Safety
20. Standard and Guide on Lifting Operation
21. Reference Material on Construction Safety Assembly
22. Reference Material on Temporary Works Management Plan
23. Reference Material on Hole Management
24. Work at Height Safety Handbook
25. Lifting Safety Handbook

The Contractor shall complete the project within the agreed budget and cannot charge the client for additional costs incurred due to their own errors, negligence, delays, acts or omissions in relation to any breach of or non-compliance with these Statutory and Contractual Obligations.

Consequences of Breach

If there is any non-compliance with the requirements, CIC reserves the right to charge the Contractor for all additional costs as a result of any additional arrangement, financial loss, damage or delays arising therefrom. CIC has the right to request the Contractor to take corrective actions until the non-compliance or unfavourable operation is rectified by the Contractor to the satisfaction of CIC with no cost or time implications.

CIC also has the right to suspend the works until the non-compliance or unfavourable operation is rectified by the Contractor to the satisfaction of CIC with no cost or time implications. CIC has the right to arrange additional resources directly (e.g. Manpower, plants, equipment and materials) to rectify or facilitate the rectification for the non-compliance of the safety requirements by the Contractor, CIC has the right to charge the Contractor for the costs such as salary, associated administrative costs and related expenses arising therefrom.

In addition, where the statutory and contractual obligations are not performed by the Contractor to the satisfaction of CIC, CIC reserves the right to 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 the CIC as a result of the termination of this Contract.

The Contractor shall be liable to any loss or damage so caused to CIC. CIC shall be entitled to

Contractor's Safety Requirements



recover in full from the Contractor forthwith. The Contractor shall also lose his right from submitting quotations or tenders to CIC in the future.

The Contractor 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 these Statutory and Contractual Obligations by the Contractor, including but not limited to additional costs due to price escalation, costs and expenses of re-tendering and other costs incurred.

Construction Industry Council (CIC)

Contractor's Safety Requirements

01 General Work Rules for Safety

- a. Sandals should not be worn in the workplace any time.
- b. Do not drink alcohol or take drugs while working.
- c. Horseplay at work is prohibited.
- d. Clean up the workplace before leaving.
- e. Emergency evacuation route should not be obstructed at all time.
- f. Always follow the correct working procedures.
- g. Always know the emergency response plan for your workplace.
- h. Whenever work-above-ground or working at height could not be avoided, suitable working platforms should be provided and used.
- i. When it is impracticable to provide a suitable working platform for working at height, the use of full body safety harness with an independent anchorage or fall arresting is only a last resort of fall protection when there is no alternative.
- j. Always wear proper personal protective equipment (“PPE”) for the work task.
- k. Never touch on live equipment without any protection.
- l. Report any hazardous conditions including near miss case.
- m. Do not use any machine or equipment unless you are properly trained.
- n. Smoking is prohibited at indoors and construction site.
- o. Specific training certificate should be obtained for work activities as required by relevant legislation such as work in confined space or electrical work.
- p. Keep fire exits, fire doors are not propped open, obstructed or otherwise disabled.
- q. Carry out dynamic risk assessment (“DRA”) before each shift and take necessary safety measures accordingly.
- r. Stop work and redo dynamic risk assessment where any changes in the working environment and / or original working procedures are identified.

02 Incident Reporting

- a. Contractors should provide one primary emergency contact number and one secondary emergency contact number to the CIC's Department Head, Premise Owner and Safety Department, and these contact numbers should be reachable 24 hours.
- b. 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)), Area in-charge of Contractor must notify the CIC's Department Head/Premise Owner responsible for the project immediately.
- c. Area in-charge of Contractor shall report the incident to CIC's Department Head/Premise Owner within 10 minutes with detail of the incident/accident (e.g. Location, Time, Description).
- d. 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 preliminary investigation report should be submitted to CIC within 24 hours after the occurrence of the incident. After the thorough investigation, a detailed report should be composed to illustrate the cause(s) and suggest recommendations to avoid reoccurrence.
- e. Detailed Investigation Report should be submitted to CIC by the Contractor within 14 working days after the occurrence of the incident.
- f. The Contractor has the obligation to suggest and implement necessary improvement measures to prevent the reoccurrence of accidents, incidents or near misses.
- g. Following incident happened at the CIC's premises, Contractor shall also report the case to relevant governmental departments:
 - *Dangerous Occurrence : Report to Labour Department in writing within 24 hours after the dangerous occurrence concerned.
 - Death after the accident : Notify to Labour Department and the police station nearest to the workplace orally or in writing within 24 hours after becoming aware of the death and reported to Labour Department in writing within 7 days.

* Dangerous Occurrence:

Contractor's Safety Requirements

1. The disintegration of a revolving vessel, wheel, grindstone or grinding wheel that is operated by mechanical power.
2. The collapse or failure of a lifting appliance (except the breakage of chain or rope slings).
3. An explosion or fire that—
 - (a) causes damage to the structure of any workplace, or to any plant or substance at a workplace; and
 - (b) prevents the continuation of ordinary work at the workplace.
4. An electrical short circuit or electrical failure of electrical plant that—
 - (a) is followed by, or associated with, an explosion or fire; or
 - (b) causes structural damage to the plant,

being a short circuit, failure, explosion, fire or damage that stops the operation of the plant or prevents it from being used.
5. An explosion of a receiver or container used for the storage at a pressure greater than atmospheric pressure or of any gas or gases (including air) or any liquid or solid resulting from the compression of gases.
6. A total or partial collapse of a roof, wall, floor, structure or foundation of premises where a workplace is located.
7. A total or partial collapse of any overburden, face, tip or embankment within a quarry.
8. The overturning of, or a collision with any object by—
 - (a) a bulldozer, dumper, excavator, grader, lorry or shovel loader; or
 - (b) a mobile machine used for the handling of any substance in a quarry.

Contractor's Safety Requirements



- h. People should familiarize with emergency reporting procedure. When reporting emergency by telephone, the following information should be provided:
- Exact location including the name of the building and room number
 - The type of emergency
 - Your name and contact number
 - The reporter should remain on phone until the emergency operator ends the call.
 - Emergency evacuation procedure shall be developed and implemented.
 - 24 hours emergency contact number.
- i. The Contractor shall be liable to any loss or damage so caused to CIC in relation to the incident as a result of any acts, omissions or breach of safety requirements by the Contractors. CIC shall be entitled to recover in full from the Contractor forthwith.

03 Safety and Health Inspection / Audit

- a. The purpose of site inspection is to identify any potential hazard in the working area and implement adequate control measures to prevent accident. To ensure people uphold the high safety standards, conducting self-inspection of the working environment, plant, equipment and work behavior is highly recommended.
- b. The inspection record should be kept for at least a year and available for auditing if required.
- c. Under Cap 59AF Factories and Industrial Undertakings (Safety Management) Regulation, the proprietor or contractor of certain industrial undertakings (e.g. construction site, factory or industry involving manufacturing process) are required to develop, implement and maintain a safety management system which contains different key process elements. They are also required to appoint a registered safety auditor or reviewer to conduct a safety audit or review and submit the report with improvement action plan to the Commissioner for Labour in accordance to the legislative requirement. The audit report with improvement action plan should be kept for at least 5 years. For details, please refer to “Code of Practice on Safety Management”.
- d. Any observation of unsafe situation should be immediately addressed and reported to the Area in-charge of Contractor. All rectification work should be recorded in report format and submitted to CIC.
- e. CIC should have the right to assess Contractor's working areas, including but not limited to sites, offices and storage areas (including DG stores), for Safety and Health inspections or audits whenever necessary.
- f. If there is any non-compliance with the requirements, CIC reserves the right to suspend the works until the non-compliance or unfavourable operation is rectified by the Contractor to the satisfaction of CIC with no cost or time implications.
- g. CIC has the right to arrange additional resources directly (e.g. Manpower, plants, equipment and materials) to rectify or facilitate the rectification for the non-compliance of the safety requirements by the Contractor, CIC has the right to charge the Contractor for the costs such as salary, associated administrative costs and related expenses arising therefrom.

04 Emergency Programme








To well prepare for emergency situation, you are advised to work out the followings:

- a. In case you hear the emergency alarm bell or the broadcast message in CIC premises regarding any emergency:
 - Keep calm;
 - Stop using the telephone lines for emergency;
 - Switch off electrical appliances if possible;
 - If time permits, pick up your important personnel belongings;
 - Follow the instructions of the emergency coordinator / fire marshal, go to the nearest exit door and evacuate through the escape route to the designated Emergency Assembly Area. WALK, DON'T RUN;
 - Don't use the lift;
 - Report to the emergency coordinator / fire marshal and stay in the designated assembly area for further instructions;
 - Do not attempt any re-entry to your office premises until instruction has been given by the CIC.
- b. Emergency procedure should be developed to address different emergency situations.
- c. All personnel should familiarize with the procedure through training or regular drill.
- d. Appropriate emergency equipment must be available and easily accessible at workplace.
- e. First aid facilities shall be provided and maintained in accordance with the statutory requirement:
 - For construction site, a separate first aid facility shall be provided and maintained for every 50 workmen or part thereof employed on the site;
 - For the workplace other than construction site, a separate first aid facility shall be provided and maintained for each 100 employers, or part of that number.
- f. The location of first aid box shall be readily and easily accessible.
- g. The first aid box shall be clearly marked "First Aid" and "急救".

- h. At least 2 responsible persons shall be assigned to manage each first aid box and the names of responsible persons of first aid box shall be affixed to it.
- i. Responsible person shall check and maintain the first aid provisions regularly in accordance to the requirement listed in the booklet “Hints on First Aid”.
- j. All first aid items are maintained in a serviceable condition, i.e. items are not expired for use.
- k. Provision of emergency showers and eyewash units might be required if you use hazardous substances for particular work activity. User shall be trained in the use of and be made aware of the location of emergency equipment.
- l. The type and quantity of items in the first aid box shall be specified according to Appendix of “Hints of First Aid”. Here is the link to the relevant “Hints of First Aid”(<https://www.labour.gov.hk/tc/public/pdf/oh/HintsOnFirstAid.pdf>)for implementation:
- m. In case emergency help is called, CIC shall be informed immediately.
- n. In case emergency situation may potentially affect other parties and/or common areas, CIC shall be informed immediately.

05 Fire Safety

- a. CIC prohibits smoking inside its facilities /premises unless within the designated smoking areas reviewed without objection by Department Head and Premise Owner. Violators will be asked to leave the premises.
- b. Properly use the fire extinguishing equipment in dealing with the identified fire risk.

Applications against different fire sources				
Types of fire extinguishers	Water agent	Foam agent	Carbon dioxide	Dry powder agent
Categories of fires				
Category I: ordinary fire sources - paper, cloth, wood, plastic, etc. 	✓	✓	✗	✓
Category II: flammable liquids or gases - solvents, fuels, LPG, etc. 	✗	✓	✓	✓
Category III: Electrical appliances - motors, electricity switches, etc. 	✗	✗	✓	✓

Source: Fire Safety at Workplace – Occupational Safety & Health Council

- c. A dry powder fire extinguisher (min 2kg) shall be provided to each site vehicle, mobile plant and major equipment.
- d. Access to exits, exit routes, fire equipment or prop open stairwell doors shall be free of obstruction.
- e. Flammable liquid and combustible material are easily ignited and thus shall be properly stored with provision of suitable fire extinguishing equipment nearby.
- f. Annual inspection of the fire service installation shall be arranged by approved contractor under fire services department.
- g. Hot work permit system shall be implemented for any welding or flame cutting and grinding operation.
- h. Unless CIC has approved the hot work permit application by the Contractor prior to each hot work operation, the hot work operation is not allowed.
- i. Fire warden shall be appointed to inspect the works area on completion of each shift where the fire services system has been deactivated for the works.
- j. All CIC premises users should participate in regular fire drills. Contractor in

construction site should arrange and conduct fire drill at regular interval.

- k. The distance between the highest point of stacked materials and sprinkler heads shall not be less than 500mm, otherwise the normal operation of the sprinkler heads will be affected. Generally speaking, a 500mm clearance below the sprinkler heads should be kept free from any goods/obstacles.
- l. Know the fire evacuation procedure and get familiar with routes of escape and location of the muster point.
- m. If there is any non-compliance with the requirements, CIC reserves the right to suspend the works until the non-compliance or unfavourable operation is rectified by the Contractor to the satisfaction of CIC with no cost or time implications.
- n. CIC has the right to arrange additional resources directly (e.g. Manpower, plants, equipment and materials) to rectify or facilitate the rectification for the non-compliance of the safety requirements by the Contractor, CIC has the right to charge the Contractor for the costs such as salary, associated administrative costs and related expenses arising therefrom.
- o. The Contractor shall be liable to any loss or damage so caused to Construction Industry Council in relation to the fire incident as a result of any acts, omissions or breach of safety requirements by the Contractors. Construction Industry Council shall be entitled to recover in full from the Contractor forthwith.

06 Personal Protective Equipment (PPE)

- a. Use of PPE is the last resort when other hazard control measures cannot eliminate all hazards.
- b. Appropriate PPE should be properly selected and provided when performing certain activities or working in designated areas.

Type of Protection	Example of PPE
Head Protection	Safety Helmet with Y-chin Strap
Eye Protection	Safety Goggle, Face Shield, Welding Goggle
Hearing Protection	Ear Muff and Plug
Hand Protection	Safety Gloves (Cut Resistance, Thermal and Chemical Protective Gloves etc.)
Foot Protection	Safety Shoes, Safety Boots
Skin Protection	Lab Coats, Safety Gloves
Respiratory Protection	Face Mask for Particles (N95, half face mask with filter etc.), Respirator with Cartridge for Chemicals
Fall Protection	Safety Harness, Fall Arrester, Double Lanyard

- c. All PPE should comply with the relevant statutory requirement/ specification or an equivalent standard acceptable to fulfill mandatory requirement of international safety standard.
- d. All PPE should be regularly inspected for performance and maintenance in good working conditions. Any defective or expired PPE should not be used and be replaced immediately.
- e. Adequate training should be provided to personnel on inspection and use of the PPE.
- f. All PPE should be provided with appropriate accommodation for storage when it is not in use.
- g. In terms of Construction Site and where undertaking Construction Works, all persons shall wear Safety Helmet with Y-chin Strap, safety shoes and high visibility vests.
- h. Follows the rules of premise owner and instruction of CIC to use proper PPE for where not defined as a construction site (e.g. training grounds and event venues).
- i. Department head / premise owner will stop work if appropriate PPE is not used.

07 Housekeeping

- a. Conduct daily and weekly housekeeping exercises to maintain a safe environment for working on the workplaces.
- b. Ensure all workers tidy up and remove rubbish, scrap material and superfluous material from their working areas after every shift.
- c. In addition to daily tidying, a comprehensive housekeeping exercise should be implemented by all workers of Contractors and their Subcontractors under the supervision of Contractor's Area of in-charges on the last working day of each week.
- d. Full implementation of "5S" for good housekeeping practice in workplaces, which includes five complementary principles of "Organisation", "Neatness", "Cleanliness", "Standardisation" and "Discipline". Please strictly implement the "5S" in accordance with the following "Good Housekeeping DIY Kit" (Here is the link: https://www.oshc.org.hk/oshc_data/files/trgkit/2016/CB020E.pdf)

2 What are the '5S'?



Good Day
工場整理日

"5S" symbolizes a proven and practically effective tool for good housekeeping practice in workplaces. It is originated in Japan and represents five Japanese terms beginning with the letter "S", namely "Seiri, Seiton, Seiso, Seiketsu and Shitsuke", which mean "Organization, Neatness, Cleanliness, Standardization and Discipline".

The "1S" - Organization - requires sorting and disposal of all items placing in the workplace. The "2S" - Neatness - identifies location and quantity for storing in accordance with the special features of certain items, such as weight, quantity of use, expiry date and also demands orderly arrangement for better retrieval and return. The "3S" - Cleanliness - means cleansing, and guarantees all things or equipment to be kept in a clean and well-functioning condition. The "4S" - Standardization - enforces the results of the first three "S"s by setting up guidelines and procedures. The "5S" - Discipline - enhances the employees' initiative in active participation in managing a good workplace by applying the 5S principle to all levels of their work condition, so that they will enjoy their own fruits.

Each S has its own special features; nevertheless, all of them are tightly linked. Housekeeping of workplaces can follow the sequence of 1S-4S-5S, 2S-4S-5S, or 3S-4S-5S. Effective Organization facilitates a well-knitted storing system, in addition to a regularly clean and tidy environment, high standard housekeeping is able to be achieved. With a final touch of repeated practices and experience references, a set of good work habit and safety culture is established. This is in fact a complete sample of the 1S-2S-3S-4S-5S model. It can be noted that the fourth "S" - Standardization - is the backbone of the 5S principle, that means it is the foundation on which the first three "S"s rely and also the prerequisite for the fifth S.



DIY Kit for Good Housekeeping

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Source: Good Housekeeping DIY Kit - Train. Kit – Occupational Safety & Health Council (Please click: [HERE](#) to browser)

- e. Temporary cords or hoses shall be hung at reasonable height level when routed across aisles.
- f. Stack and store all materials and equipment at a designated location. Material should be evenly and securely stacked to prevent from sliding, falling or collapsing. Heavy object should generally be stacked close to the ground to create a stable base with lower center of gravity.
- g. All materials shall not be stacked over 2m height.
- h. No one should be allowed to climb onto or from stacked materials.
- i. Keep clear from obstruction at all workplaces, passageways and stairways.
- j. Clean up spillage of liquid or other substances to eliminate slip and fall hazard.
- k. Fence off all the material stacking areas and storages by barriers properly and appropriate warning notices shall be displayed thereon.
- l. Protect and fence off sharp objects and other material. Remove all protruded objects if possible.
- m. Regular inspect, clean and repair all equipment and tools. Remove damaged equipment and tools.
- n. Sanitary facilities should be kept clean.
- o. Inspect the workplace regularly to assure its tidiness.
- p. Department Head or Premise Owner has right to suspend the works (all or partially) until the contractor has improved the housekeeping upon their satisfaction.
- q. When machinery is being stripped for maintenance or repairs, plant components or parts should be stored in a neat and tidy manner.

Dust Control:

- a. Implement appropriate dust control measures, such as using dust nets, water spraying systems, or other dust suppression equipment, to reduce dust on the construction site.

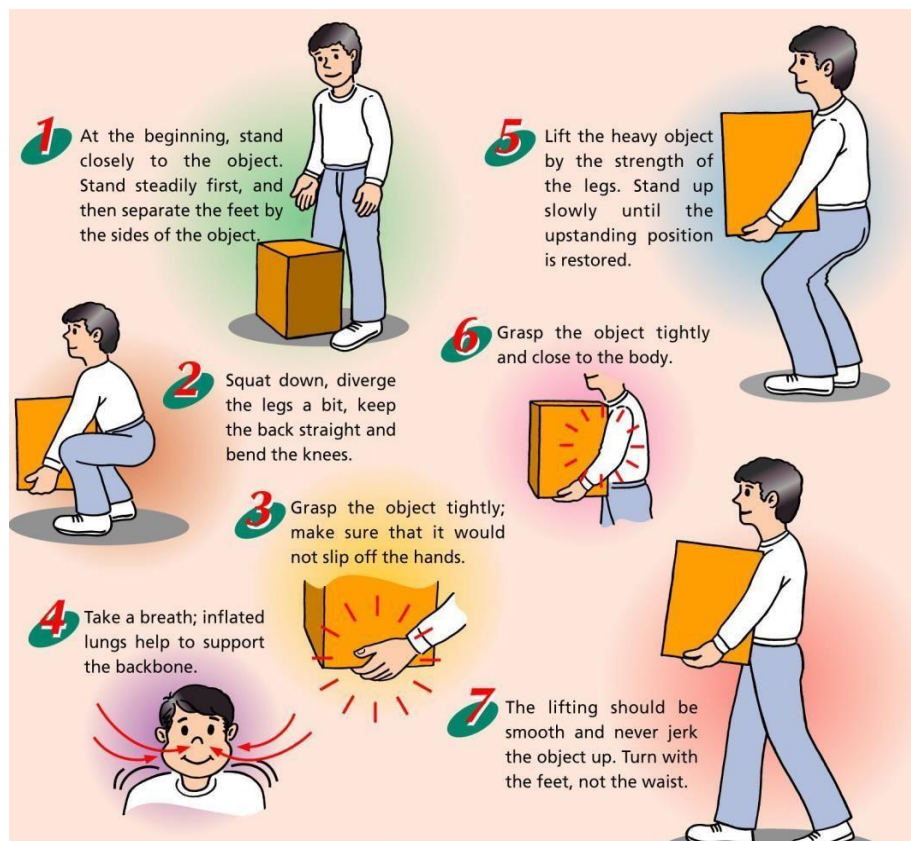
Contractor's Safety Requirements



- b. Provide workers with suitable PPE, such as suitable mask and goggles to protect them from health risks.
- c. Regularly clean dust with vacuums from the construction site / works areas, especially in high-dust areas at least 3 times a day to maintain good air quality.
- d. Materials shall be properly covered by tarpaulin or dust nets in material stacking areas and storages.
- e. Regularly monitor and evaluate dust levels on the construction site and adjust dust control measures as needed.
- f. If there is any non-compliance with the requirements, CIC reserves the right to suspend the works until the non-compliance or unfavourable operation is rectified by the Contractor to the satisfaction of CIC with no cost or time implications.
- g. CIC has the right to arrange additional resources directly (e.g. Manpower, plants, equipment and materials) to rectify or facilitate the rectification for the non-compliance of the safety requirements by the Contractor, CIC has the right to charge the Contractor for the costs such as salary, associated administrative costs and related expenses arising therefrom.

08 Manual Lifting / Material Handling

- a. For handling of load over 16kg, conduct manual handling operation assessment by a competent assessor.
- b. Provide adequate and suitable training to the manual handling operators.
- c. Consider the characteristics of the task, loads, working environment, individual capabilities and other factors before carrying out manual handling operation.
- d. Use suitable accessories or mechanical aids in avoiding or relying on the manual handling operation whenever required.
- e. An individual should not lift, lower or carry loads over 55kg without mechanical aids.
- f. Use the correct manual handling operation technique:

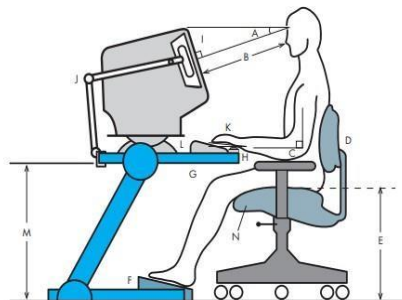


Source: General Safety Instructions for Manual Handling – Occupational Safety & Health Council (Please Click: [HERE](#))

- g. For proper manual lifting / material handling, refer to “An Employee Guide to Manual Handling Operation” and “Guidance Notes on Manual Handling Operations”.

09 Display Screen Equipment

- a. An employee would be a “DSE User”, if he, by the nature of his work, is required to use display screen equipment almost every day – (i) continuously for at least 4 hours during a day; or (ii) cumulative for at least 6 hours during a day.
- b. Work with DSE is subject to the requirements under Occupational Safety and Health (Display Screen Equipment) Regulation in Hong Kong.
- c. Perform a risk assessment of a workstation in the workplace before it is first used by users and review the assessment if there has been a significant change in the conditions of the previous assessment or in the workstation.
- d. Take appropriate steps to reduce any risk identified in a risk assessment to the lowest extent as is reasonably practicable.



- A Comfortable viewing angle, e.g. 15° - 20°
- B Comfortable viewing distance, e.g. 350 - 600mm for text of normal font size
- C Forearm and arm at about right angle
- D Adjustable back rest
- E Adjustable seat height
- F Firm foot rest if required
- G Adequate knee clearance
- H Wrist rest if required
- I Screen at right angle to line of sight
- J Adjustable document holder
- K Wrist kept straight or at most slightly inclined
- L Screen support adjustable for rotation and tilting
- M Adjustable table height preferable
- N Rounded or scrolled edge seat pad

Source: A Guide To Work With Computers – Occupational Safety and Health Branch, Labour Department (Please Click: [HERE](#))

- e. An employer shall provide with necessary safety and health training in the use of workstations.
- f. For more information, please refer to “Code of Practice for Working with Display Screen Equipment” and “A Health Guide on Working with Display Screen Equipment”.

10 Electrical Safety

- a. **Live work should be avoided unless absolutely necessary.** Where live work is unavoidable, adequate precautions as stipulated in “Code of Practice for the Electricity (Wiring) Regulations” published by the Electrical and Mechanical Services Department (EMSD) shall be taken to avoid danger for work involving the handling of energized parts or working within touchable distance, direct or indirect, of energized parts.
- b. The Contractor shall use cordless or battery-powered hand tools wherever practicable. If it is not practicable to use battery-powered hand tools, the Contractor shall ensure all power hand tools are double-insulated and operated at 110V or lower voltage.
- c. All power hand tools shall be checked, inspected and maintained in safe working order by a competent Registered Electrical Worker (REW) regularly.
- d. All power handheld / portable tools shall be tested by REW on quarterly basis. The test shall include functional test, protective conductor continuity test, polarity test and insulation test. After test, all tools and equipment shall be registered and recorded. Identification labels (with color code system as lifting gear) showing the registration number, type of tool, name of owner and date of test shall be affixed to the tools.
- e. Conductors shall be hung up to at least 2m off ground (clear height).
- f. Mechanical interlock devices shall be installed at the sockets 63A or more to prevent flashover during socket connection or disconnection of energized equipment.
- g. Sockets and plugs shall comply with the protection class corresponding to the circumstances of use for both Indoor and outdoor are IP67.
- h. For power strip, each socket of power strip shall be protected with a circuit breaker of rating not more than 16A. The whole power strip shall be further protected by a circuit breaker of rating not more than 16A and with a Residual Circuit Breaker (RCD) at setting 30mA.
- i. 220V and 380V power strip is prohibited.
- j. Ensure the portable electrical equipment is protected against leakage of current, such as double insulation, earth leakage circuit breaker (ELCB) or residual current circuit breaker (RCCB). Where residual current device is used, the function should
- k. be checked at regular intervals. Notice of “Press to test at least quarterly 最少每

三個月按鈕測試” should be permanently fixed at or near a residual current device.

- l. Never leave any operating battery charger unattended. Overnight charging is not recommended.
- m. Do not leave electrical appliances turned on overnight unless the appliances are designed to be left on (e.g. freezers, network servers).
- n. All general electrical installations should be properly installed and maintained in good working order by competent persons, e.g. Registered Electrical Worker.
- o. All wiring should be installed and maintained in a safe condition according to specification or regulation.
- p. All exposed electrical conductors should be properly insulated, covered or segregated to prevent contact by any person.
- q. No damaged or faulty switches, plugs, joints, fuses, boxes wiring or distribution boards shall be used.
- r. Access to the switchboard should be restricted to authorized electricians only.
- s. The following general safety practices shall be observed for work on electrical equipment:
 - **Check before Act** – The scope of work and relevant circuit should be checked before starting any electrical work. Suitable lighting and adequate illumination should be provided for the workplace. The condition of tools and instruments should also be checked before carrying out electrical work.
 - **Isolate and Lockout** – The circuit /equipment under maintenance should be isolated as far as practicable. The relevant isolator should be locked out. A suitable warning notice should be placed close to the isolator.
 - **De-energize** – The circuit/equipment to be worked on should be checked to ensure that it is dead.
 - The workplace should be kept **clean and tidy**.
 - Keep hands away from any circuit or equipment or extraneous conductive parts that are not being worked on.
 - Unauthorized people should not stay in the workplace.
 - The requirements stated in any related safety procedures and checklists should be followed.
 - Electrical installations, including but not limited to those newly installed, maintained, repaired or tripped under fault conditions, should be

properly inspected and tested prior to energization.

- t. Lockout-Tagout (LOTO) shall be performed to ensure that electrical equipment is properly shut off for work:
 - Lock off the power source by using the integral lock of the switch or switchboard, or by using separate padlock. The key of lock should be securely kept and controlled.
 - If the switch cannot be locked off physically, control of accidental access to the switch should be exercised by locking off the switch room, fencing off the switch, etc.
 - Warning notice, signs and tags should be put on the lock / switch to prevent interference of the switch.
 - “CAUTION—EQUIPMENT UNDER REPAIR” and “小心—器具待修” and/or “CAUTION—MEN AT WORK (小心—工程進行中)” and/or “ELECTRICAL WORK IN PROGRESS, KEEP POWER OFF (電力工作進行中，切勿開啟電源)” in legible letters and characters each not less than 50 mm high, displayed at or near the electrical equipment and at the isolating device associated with the equipment is acceptable.
- u. Where temporary power is required to use in a workplace, Temporary Power Management Plan shall be submitted to CIC for review without objection prior to the commencement of works.
- v. The notice on treatment for electric shock published by the Labour Department shall be displayed in all parts of the premises where electricity is generated, transformed, or used and at such other places on those premises.



Source: Poster - Electric Shock, Labour Department (Please Click: [HERE](#))

Contractor's Safety Requirements

- w. Electrical work should only be carried out by qualified electricians e.g. Registered Electrical Worker who are competent to the class of work to be performed.
- x. All temporary distribution boards should be locked; the name and contact information of responsible electrical worker and statutory warning notice should be displayed at distribution board.
- y. To confirm the electrical installation is safe and complying with the statutory safety requirements, the registered electrical worker or contractor should sign work completion certificate (Form WR1) and issue it to the premises owners after completion of the electrical installation or any work subsequent to repair, alteration or addition to an existing installation. This should be done before the installation is energized.
- z. If the electrical installation is subdivided into more than one part and individual parts are not inspected and tested by the same registered electrical worker, a single certificate (Form WR1) can only be issued and certified by registered electrical worker provided that he or she has received appropriate certificates (Form WR1(A)) signed by other registered electrical workers for the individual parts.
- ab. Periodic inspection and examination of the fixed electrical installation should be arranged in accordance with the Code of Practice for the Electricity (Wiring) Regulations. A test certificate (Form WR2) should be obtained after completion of periodic testing for the electrical installation.

Types of premises	Frequency
A. Places of public entertainment (e.g. cinema) B. Premises for the production or storage of dangerous goods (e.g. DG store) C. Premises with a high voltage fixed electrical installation (exceeding 1000V root mean square alternating current between conductors)	At least once every 12 months

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<p>D. A hotel, a hospital, a nursing home, a school, an institution, or a child care centre</p> <p>E. A factory with an approved loading exceeding 200A</p> <p>F. Premises including commercial or residential unit and building with an approved loading exceeding 100A</p>	<p>At least once every <u>5</u> years</p>
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- ac. If there is any non-compliance with the requirements, CIC reserves the right to suspend the works until the non-compliance or unfavourable operation is rectified by the Contractor to the satisfaction of CIC with no cost or time implications.
- ad. CIC has the right to arrange additional resources directly (e.g. Manpower, plants, equipment and materials) to rectify or facilitate the rectification for the non-compliance of the safety requirements by the Contractor, CIC has the right to charge the Contractor for the costs such as salary, associated administrative costs and related expenses arising therefrom.

11 Chemicals And Hazardous Substances

- a. Inventory list of all hazardous chemical substances should be developed and updated regularly.
- b. Periodic review of inventory list should be conducted.
- c. Use appropriate material of container to store chemical substance. All containers should be properly identified by proper labels and signs. Information contained in the labels shall be bilingual, i.e., in English and Chinese.
- d. A relevant Safety Data Sheet (SDS) in either English or Chinese should be provided for every hazardous chemical substance used.
- e. Storage or conveyance of hazardous chemical substances shall comply with the relevant legislations:
 - Dangerous Goods Ordinance (Cap. 295)
 - F&IU (Dangerous Substances) Regulations (Cap. 59AB)
 - F&IU (Carcinogenic Substances) Regulations (Cap. 59AA)
- f. Storage of hazardous chemical substances shall not exceed the allowable maximum quantity as stipulated by Dangerous Goods Ordinance (Cap. 295). Dangerous goods (DG) license is required if stores, uses or conveys hazardous chemical substances in excess of its individual exempt quantity or the aggregated quantities of the specific class of DG. Chemical users should refer to the Hong Kong Fire Safety Department website at <https://es.hkfsd.gov.hk/dg/en/> for most updated information on exempt quantity for particular hazardous chemical substance.
- g. The general condition of storage area of hazardous chemical substances should be as follow:
 - well ventilated;
 - located at a suitable distance from the public places and other hazardous materials;
 - different categories of substances are to be stored separately;
 - appropriate warning signs should be affixed to the outside of the store.

- h. Persons who require to handle and / or use, or supervise the handling and / or use of hazardous chemical substances should be properly trained in the handling of the substances, and have a knowledge of the potential hazards and the emergency procedure for handling substances.
- i. The wearing of PPE, e.g. gloves, safety goggles, etc. is essential if close contact with hazardous chemical substance is required.
- j. Do not leave any chemicals unattended and left container open without use; Chemical should be stored inside cabinet instead.
- k. A hazardous chemical substance should never be mixed with another material without a complete knowledge of any possible chemical reaction between the two.
- l. Flammable chemical substance shall not be applied onto live electrical apparatus and its proximity or naked flame and its proximity.
- m. Good ventilation should be maintained when flammable or volatile chemical substance is to be used.
- n. Emergency response plans including information of emergency contact numbers and / or contact person should be established based on the risks of the hazardous chemical substances being evaluated.
- o. Chemical waste producer is required to be registered with Environmental Protection Department.
- p. Chemical wastes shall be collected by the registered chemical waste collector. Do not throw chemical waste as general refuse.
- q. If there is any non-compliance with the requirements, CIC reserves the right to suspend the works until the non-compliance or unfavourable operation is rectified by the Contractor to the satisfaction of CIC with no cost or time implications.
- r. CIC has the right to arrange additional resources directly (e.g. Manpower, plants, equipment and materials) to rectify or facilitate the rectification for the non-compliance of the safety requirements by the Contractor, CIC has the right to charge the Contractor for the costs such as salary, associated administrative costs and related expenses arising therefrom.

12 Compressed Gas Cylinders

- a. All gas cylinders shall:
 - be labeled or marked to identify contents and properly stored;
 - not be stored in exits or egress routes, damped areas, near salt or corrosive chemicals, fumes, heat, or where exposed to weather;
 - be stored within a well-ventilated areas;
 - be properly stored by grouping together in racks or banks with individual chains to secure them in an upright position;
 - be kept away from all flammable, combustible or incompatible substances;
 - not be dragged or physically carried. Move cylinders with a hand truck designed for the transport of cylinders. Cylinders caps shall be secured during transport;
- b. To prevent chemical reactions, cylinders with dis-similar contents shall not be grouped together.
- c. A person must not use a pressure receptacle for containing any Class 2 dangerous goods unless the receptacle is of a type approved by the Director of Fire Services.
- d. Close valves when cylinders are idle, empty or moved. Valve protection caps should be in place when cylinders are moved or stored.
- e. Release residual gas pressure from the hoses after the valve is turned off.
- f. Shall not store compressed gas cylinder exceeding the allowable maximum limit as stipulated under Dangerous Goods (Application and Exemption) Regulation 2012 (Cap. 295E).
- g. Dangerous goods license is required if stores, uses or conveys dangerous goods in excess of its individual exempt quantity as specified under Dangerous Goods (Application and Exemption) Regulation 2012 (Cap. 295E)
- h. Transportation of compressed gas cylinder in passenger lift is prohibited.
- i. Transportation must be by service lift only after registration with CIC.
- j. Regulators, hoses, and torch assemblies shall be in working order and checked for leaks prior to initial use or installation. If a leak develops, remove the cylinder to a safe location outside the building and report the case to CIC, premise owner and government authorities if needed.
- k. Cylinders must be only of types approved by the Authority with (for permanent and

liquefied gases) approved examination and testing of cylinders within the preceding 5 years and (for dissolved gases) approved examination within the preceding 12 months.

- l. If there is any non-compliance with the requirements, CIC reserves the right to suspend the works until the non-compliance or unfavourable operation is rectified by the Contractor to the satisfaction of CIC with no cost or time implications.
- m. CIC has the right to arrange additional resources directly (e.g. Manpower, plants, equipment and materials) to rectify or facilitate the rectification for the non-compliance of the safety requirements by the Contractor, CIC has the right to charge the Contractor for the costs such as salary, associated administrative costs and related expenses arising therefrom.

13 Hot Work (Electric Arc Welding, Gas Welding And Flame Cutting)

If hot work shall be performed, it is CIC's requirement that Contractor shall prepare and submit method statement and risk assessment to CIC (for works within premises of CIC). The assessment shall include evaluation of other work in the vicinity that has the potential to create hazard. Hot work permit shall be granted from CIC and the precautionary measures shall be checked by the Contractor (applicable to construction site) before carrying out the activity.

- a. Risk assessment shall be carried out by competent person with implementation of hot work permit system for carrying out hot work activities.
- b. Factors to be considered in assessing risk include the gas supply system, working environment, particular of the works, size and shape of the workplace.
- c. Verify hot work equipment is in proper working order.
- d. All sources of flammable/ combustible substance should be isolated/ kept away.
- e. Provide suitable ventilation system.
- f. Firefighting equipment, e.g. portable fire extinguishers, fire blankets, sand buckets, etc., should be provided.
- g. Use non-combustible or flameproof shields to protect nearby personnel from direct rays of welding arcs.
- h. Any person carrying out hot work activities should be properly trained for use of the relevant equipment.
- i. Equip gas cylinder with suitable flashback arrestor and non-return valve.
- j. Wear proper PPE such as safety goggles, protective clothing, welding apron with sleeves or long sleeves welding uniform, insulated welding gloves, safety masks/ face shield and safety shoes.
- k. For manual electric arc welding, the workpiece should be earthed.
- l. Place the welding transformer and regulator outside the confined space where practicable for electric arc welding operation in a confined space.
- m. Ensure that slag, sparks and workpiece are completely cooled down before leaving the work area.
- n. Fire warden shall be appointed to inspect works area on completion of shift.
- o. Where arc welding is being conducted, fire retardant screens are to be erected to protect persons in the vicinity of the work, including vehicles and pedestrians, from injury due to sparks.

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- p. Refer to “Code of Practice: Safety and Health at Work for Gas Welding and Flame Cutting”, and “Code of Practice: Safety and Health at Work for Manual Electric Arc Welding” for more information.
- q. If there is any non-compliance with the requirements, CIC reserves the right to suspend the works until the non-compliance or unfavourable operation is rectified by the Contractor to the satisfaction of CIC with no cost or time implications.
- r. CIC has the right to arrange additional resources directly (e.g. Manpower, plants, equipment and materials) to rectify or facilitate the rectification for the non-compliance of the safety requirements by the Contractor, CIC has the right to charge the Contractor for the costs such as salary, associated administrative costs and related expenses arising therefrom.
- s. The Contractor shall be liable to any loss or damage so caused to CIC in relation to the fire incident as a result of any acts, omissions or breach of safety requirements by the Contractors. Construction Industry Council shall be entitled to recover in full from the Contractor forthwith.

14 Boiler And Pressure Vessels

- a. The owner of a new boiler, air receiver or pressure vessel shall, not less than 30 days preceding the day on which it is intended to be used, apply to the Boilers and Pressure Vessels Division of the Labour Department for registration (Form 3).
- b. Every boilers and pressure vessels shall be examined by a boiler inspector / air receiver inspector periodically (Boiler: every 14 / 26 months, depends on the type of boiler and period of boiler usage; Air receiver / Steam receiver: every 26 months). After extensive repair or change of premises, the boiler / pressure vessel shall be examined by inspector again. A certificate of Fitness (Form 1 for a steam boilers/ Form 2 for pressure vessel other than a pressurized fuel container) should be issued by the inspector in accordance with ordinance.
- c. The certificate of fitness shall be kept in premises / location at which boiler or pressure vessel is installed.
- d. All boilers and pressure vessels shall be identified and numbered. Test pressure and maximum permissible operating pressure shall be marked on the boiler and pressure vessel.
- e. No boiler or steam receiver shall be operated except under the direct supervision of a competent person whose certificate of competency certifies that he is competent to operate all classes or types of boiler and steam receiver / competent to operate boilers or steam receivers of the class or type in question.
- f. No boiler or pressure vessel shall be operated at a greater pressure than the maximum permissible working pressure specified in the latest certificate of fitness.
- g. Nobody shall be allowed to remove the lead seal of the safety valve or attempt to adjust the setting of the safety valve to increase the steam pressure.
- h. In case an accident happens to a boiler or pressure vessel or its accessories with the risk of loss of life or property damage, the boiler or pressure vessel must be shut down immediately. The owner should report the accident to the Boiler and Pressure Vessels Division within 24 hours.
- i. Refer to “Chapter 56 – Boiler and Pressure Vessels Ordinance” and “Code of Practice for Owners of Boilers and Pressure Vessels” for more information. Other publications are available on the website of the Labour Department: https://www.labour.gov.hk/eng/public/content2_10.htm .

15 Working at Height and Work-above-ground

- a. The contractor shall provide the following equipment for working involving a possible fall of:

2m or more:

- Working platform shall be provided with guardrails and toe boards with reference to Construction Sites (Safety) Regulations Schedule 3 Part 5 & 6.
- The use of fall prevention and arrest systems shall be considered as last line of defense after conducting risk assessment.
- The height to least base dimension ratio of the mobile scaffolding without outriggers shall not be more than 3.

- b. Less than 2m but more than 900mm:

- Light-duty working platforms such as Hop-up platform or Step platform shall be used with guard rails.
- The height of Hop-up platform and Step platforms shall not be more than 1.2m and 1.8m respectively.

- c. Less than or equal to 900mm:

- Hop-up platform, Step platform or other means of support may be used.

- d. Working platforms shall either be closely boarded, planked or plated. Every board or plank forming part of the working platform shall be:

- i. Wider than 200mm and thicker than 25mm; or
- ii. Wider than 150mm if it is thicker than 50mm

- e. When it is impracticable to provide a suitable working platform for working at height, the use of full body safety harness with an independent anchorage or fall arresting is only a last resort of fall protection when there is no alternative equipment should be provided.

- f. Working platforms shall be at least 400mm wide. For use as a passage of transporting materials, the working platform must be at least 650mm wide.

- g. Working platforms shall be provided with a guardrail to a height of 900mm to 1150mm and an intermediate guardrail to a height of 450mm-600mm.
- h. Toe-board shall be at least to a height of 200mm to prevent materials falling from the working platform.
- i. Use of mobile platform of more than 4m height shall be jointly approved by Contractor Safety Officer.
- j. Any scaffold more than 6m in height shall not be fitted with wheels.
- k. Scaffolds shall be fitted with stair access instead of straight ladders for access to working platforms with width more than 1m and height more than 2m where practicable.
- l. Inspect fall protection equipment before use.
- m. Wear safety helmets with chin straps when working at heights.
- n. Do not perform overhead work when there is a danger of falling objects striking a person below. Isolate such work areas with barriers.
- o. Throwing or dropping tools and equipment is prohibited.
- p. Ladders should not be used for working at height of 2 meters or more.



Figure 1: Step Platform



Figure 2: Hop-up Platform



Figure 3: Mobile working platform

- q. For floor opening with either length of either side is over 800mm and the other side is more than 400mm, double rigid fencing with toe-board is required. For floor opening not subject to the size limit above, a securely fixed cover shall be provided or alternative measures (e.g. bolt, kicker or stopper at the back of plate with warning sign on the top) shall be taken to prevent the cover from accidental displacement.
- r. The thickness of timber and steel plate shall be more than 25mm and 5mm

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respectively.

- s. Timber and rope are not allowed to be act as Floor Edge Protection.
- t. Where falsework is being erected, alerted or dismantled, the contractor shall develop the safe work procedures on erection, alteration and dismantling of falsework and erection of slab formwork.
- u. Staircase access tower shall be provided for ascending and descending during erection and dismantling of the falsework. Climbing on falsework is not allowed.
- v. The falsework shall be fully decked on the last platform and the last fully decked platform should be erected so that the workers can use it as a working platform for erection and adjustment of head jacks and slab formwork. Head jack should not be placed without full planking.
- w. If there is any non-compliance with the requirements, CIC reserves the right to suspend the works until the non-compliance or unfavourable operation is rectified by the Contractor to the satisfaction of CIC with no cost or time implications.
- x. CIC has the right to arrange additional resources directly (e.g. Manpower, plants, equipment and materials) to rectify or facilitate the rectification for the non-compliance of the safety requirements by the Contractor, CIC has the right to charge the Contractor for the costs such as salary, associated administrative costs and related expenses arising therefrom.

16 General Safety Precaution Of Using Ladder

- a. Wooden ladder and A-shape ladder shall not be used in CIC premises.
- b. Ladders are intended for access to heights only. When the provision of a suitable working platform is not reasonably practicable. The Contractor shall establish and implement a permit system on their safe use.
- c. Check the ladder before use and maintain record on a comprehensive checklist.
- d. Ladders with broken steps or rails, missing anti-slip feet, or other defects are prohibited.
- e. Fiberglass ladder should be used for any electrical work.
- f. Facing the ladder and maintain a three-point contact with it when climb up or down.
- g. Place ladder on flat and firm level ground with non-slippery surface.
- h. Haul materials with a rope rather than carry up by ladder.
- i. Only one person uses ladder at a time.
- j. Place the ladder on a 1:4 ratio of setback distance to height.
- k. Keep at least 1 meter above the landing point.
- l. If there is any non-compliance with the requirements, CIC reserves the right to suspend the works until the non-compliance or unfavourable operation is rectified by the Contractor to the satisfaction of CIC with no cost or time implications.
- m. CIC has the right to arrange additional resources directly (e.g. Manpower, plants, equipment and materials) to rectify or facilitate the rectification for the non-compliance of the safety requirements by the Contractor, CIC has the right to charge the Contractor for the costs such as salary, associated administrative costs and related expenses arising therefrom.

17 Scaffolding Safety

- a. Erection, alteration and dismantling work of scaffold must be carried out by competent persons and trained workmen.
- b. A competent person of bamboo scaffolding and metal scaffolding should receive training and have practical experience as required in the “Code of Practice for Bamboo Scaffold Safety” and “Code of Practice for Metal Scaffolding Safety”.
- c. Wear safety harness and attach lanyard to an anchorage point or independent lifeline with fall arrester for the scaffolding work.
- d. Working platforms shall be provided with a guardrail to a height of 900mm to 1150mm and an intermediate guardrail to a height of 450mm-600mm.
- e. Toe-board shall be at least to a height of 200mm to prevent materials falling from the working platform.
- f. The scaffold should be erected on a firm and stable ground.
- g. Inspection on the scaffold should be arranged and conducted by the competent person before being taken into use for the first time, after substantial addition/alteration, at intervals not exceeding 14 days, and after exposure to adverse weather conditions every 14 days with completion of the statutory inspection form (CSSR Form 5).
- h. Fence off the working area with display of warning notice.
- i. No throwing or tipping of scaffolding material from height.
- j. A contingency plan for adverse weather shall be prepared. Inspection of the scaffold is required after adverse weather.
- k. Construction and planking arrangement of metal scaffolding should be in accordance with the technical requirement of manufacturer's instruction and “Code of Practice for Metal Scaffolding Safety” published by Labour Department.
- l. Any setting of scaffold that may affect the structure of the building shall seek prior approval from CIC.
- m. Design and calculation report signed by Registered Professional Engineer shall be submitted to CIC. Please comply with the requirements stated in the “Code of Practice for Metal Scaffolding Safety”.
- n. The Contractor shall not use “bamboo” for scaffolding and staging without the prior consent of CIC.

18 Mobile Elevating Work Platforms (MEWPs)

- a. Select a suitable MEWP to ensure that its safe working capacity, height and specifications are appropriate for the work.
- b. Safe work methods and procedure for the operation are required.
- c. Before the operation of MEWP, operators should have received appropriate training and be familiar with the operation for that specific model of MEWP.
- d. At the beginning of each shift, dynamic risk assessments should be conducted to evaluate the workplace conditions, including openings, steep slopes, overhead obstacles and traffic conditions; and
- e. Physical and functional checks for the MEWP to ensure that the MEWP is in safe working condition.
- f. Ensure that ground conditions are suitable for the operation of MEWP.
- g. A MEWP with its associated critical parts (e.g. boom, hydraulic cylinders, support structure and condition of tyres) should be regularly inspected, tested, and properly maintained in accordance with the manufacturer's instructions in order to ensure it is in safe working condition at all times.
- h. Workers working on the MEWP shall wear a suitable safety harness with its lanyard anchored to a specified anchorage point of the MEWP.
- i. Ensure that hand and foot controls are not obstructed.
- j. Maintain slow speed while travelling or moving a MEWP.
- k. Do not override any controls, including its safety devices.
- l. Suitable guardrail and toe-boards should be provided on the working platform.
- m. The machine should be fitted with an effective lock-on brake or other means to hold the unit on the maximum slope it is designed for while loaded with its safe working load.

n. **Secondary Guarding Device (“SGD”):**

All MEWPs used on site shall be fitted with SGD unless approved by CIC. SGD is an equipment fitted to a MEWP intended to reduce the risk of entrapment. SGD could be in form of physical barriers or smart devices such as proximity sensors. SGD could either be a build-in feature of MEWP, integrated with MEWP, supplied by MEWP manufacturer or a third-party product.

Physical Barriers: To be fitted around the basket of MEWP with adequate strength to eliminate the entrapment hazards. It shall be able to restrict further movement of MEWP once SGD hits any obstacles in the vicinity of MEWP.

Smart Devices: To fit one or more than one proximity sensor(s) at MEWP for detecting any obstacles around MEWP and overhead. A visual and/or audio warning signal shall be issued to alert the operator and/or workers on MEWP if the distance between the operator and/or workers on MEWP and any obstacles around MEWP or overhead is less than 500 mm or other specified distances.

In case the SGD is not a build-in feature of MEWP or the manufacturer is not liable for the installation of such SGD, the Contractor shall be liable for the installation.

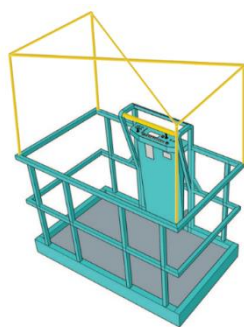


Figure 1: Secondary Guarding Device – Physical Barriers



Figure 2: Secondary Guarding Device – Physical Barriers

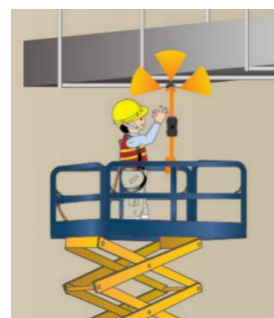


Figure 3: Secondary Guarding Device – Smart Devices

If there is any non-compliance with the requirements, CIC reserves the right to suspend the works until the non-compliance or unfavourable operation is rectified by the Contractor to the satisfaction of CIC with no cost or time implications. CIC has the right to arrange additional resources directly (e.g. Manpower, plants, equipment and materials) to rectify or facilitate the rectification for the non-compliance of the safety requirements by the Contractor, CIC has the right to charge the Contractor for the costs such as salary, associated administrative costs and related expenses arising therefrom.

19 Safe Use Of Suspended Working Platform

- a. Only trained person is allowed to work on suspended working platform.
- b. Wear suitable safety harness and attach the lanyard to an independent lifeline with fall arrester suitable anchorage and fittings on suspended working platform.
- c. Display notice of safe working load (SWL) and number of persons allowed.
- d. Do not overstretch the body outside a suspended working platform or overload a suspended working platform.
- e. Suspended working platform should not be used under adverse weather conditions.
- f. Maintenance record of suspended working platform should be kept.
- g. Consult competent person for erection, alteration and dismantling of a suspended working platform.
- h. All the suspension ropes and safety ropes should be inspected by a competent person.
- i. Weekly inspection should be carried out by competent person and recorded in statutory inspection form (SWP Form 1).
- j. Suspended working platform must comply with thoroughly inspected, examined and tested periodically in accordance with the statutory requirement.
- k. The Contractor is responsible to control the person who can operate the suspended working platform of the building; only the person on the authorization list can operate the suspended working platform.
- l. If there is any non-compliance with the requirements, CIC reserves the right to suspend the works until the non-compliance or unfavourable operation is rectified by the Contractor to the satisfaction of CIC with no cost or time implications.
- m. CIC has the right to arrange additional resources directly (e.g. Manpower, plants, equipment and materials) to rectify or facilitate the rectification for the non-compliance of the safety requirements by the Contractor, CIC has the right to charge the Contractor for the costs such as salary, associated administrative costs and related expenses arising therefrom.

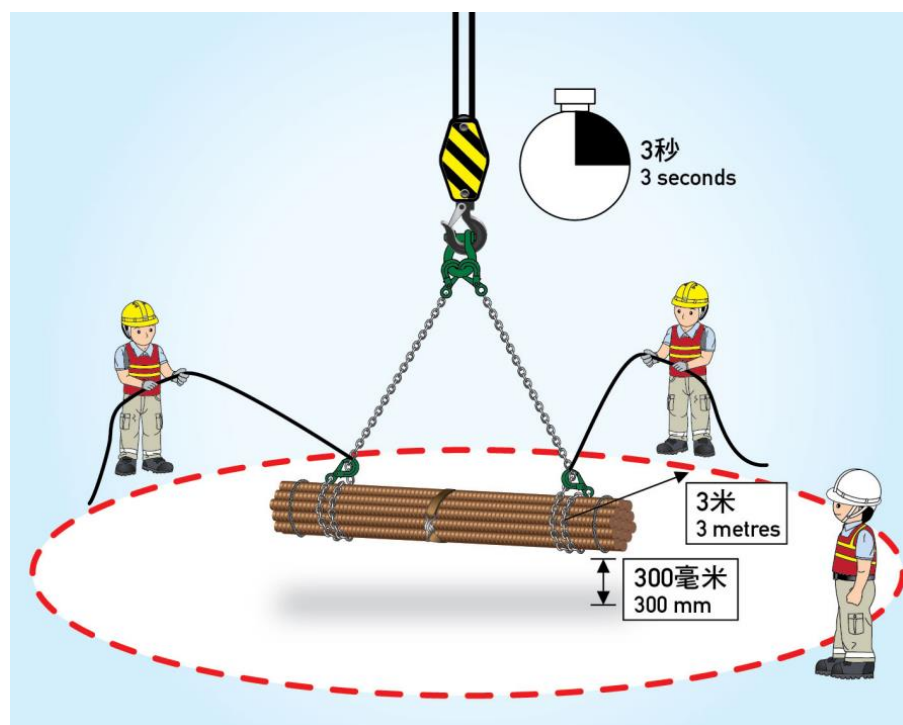
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- n. Refer to “Code of Practice for Safe Use and Operation of Suspended Working Platforms” for more information.

Legal Requirement of Suspended Working Platform			
Applicable Regulation:	F & IU (Suspended Working Platforms) Regulation		
Item	Inspection Form No. (SWP)		
Suspended Working Platform	Form 1	Form 2	Form 3
Period	7 days	Preceding 6 months before put into use or after substantial repair, re-erection, adjustment to any member of the suspended working platform, failure or collapse	Preceding 12 months before use

20 Lifting Appliances And Lifting Gear

- a. The Contractor shall develop a lifting plan with due consideration to the size, shape, centre of gravity and weight of all loads to be lifted as well as the rigging methods for preventing any unintended movements of the loads.
- b. Establish a restricted work area with use of RED barriers and other appropriate controls to minimize the hazards to personnel from swinging or falling objects.
- c. Operator of the lifting appliance shall be properly trained and competent.
- d. Operator shall conduct inspection of the lifting appliance and complete the statutory inspection form (LALG form 1).
- e. Do not leave suspended loads unattended! No one should stay underneath the transportation route. Riggers and banksman shall alert any passerby during the lifting operation
- f. Strictly implement Safe Lifting "3, 3, 3" in accordance with the "Lifting Safety Handbook" issued by CIC as a hold point of lifting procedures before lifting: Keep 3m away from materials being lifted; lift up the materials 300mm from ground; and wait for 3 seconds for stabilising the lifting object before lifting operation.



Source: Lifting Safety Handbook – Safe Lifting 3,3,3 (Please Click: [HERE](#))

- g. Riggers and Signaller shall be thoroughly trained and competent for the lifting operation.
- h. Appoint a competent and experienced lifting supervisor to oversee the lifting operation in accordance with the lifting plan.
- i. Check the working environment and weather condition before carrying out the lifting activity.
- j. All lifting appliance and gear must comply with thoroughly inspected, examined and tested periodically in accordance with the statutory requirement.
- k. All safety features of the lifting appliance must be provided and maintained in good condition including the automatic safe load indicator.
- l. Implementation of colour coding system is recommended to indicate the lifting gear is being inspected and found to be in safe working order.
- m. Consult competent person for erection, dismantle and alteration operation of the lifting appliance.
- n. Risk assessment should be arranged to identify potential hazard and formulate method statement and control measure prior to the lifting activity.
- o. If there is any non-compliance with the requirements, CIC reserves the right to suspend the works until the non-compliance or unfavourable operation is rectified by the Contractor to the satisfaction of CIC with no cost or time implications.
- p. CIC has the right to arrange additional resources directly (e.g. Manpower, plants, equipment and materials) to rectify or facilitate the rectification for the non-compliance of the safety requirements by the Contractor, CIC has the right to charge the Contractor for the costs such as salary, associated administrative costs and related expenses arising therefrom.
- q. Refer to the publication of “Code of Practice for Safe Use of Tower Crane”, “Code of Practice on Safe Use of Mobile Crane” and “Guidance Notes on Inspection, Thorough Examination and Testing of Lifting Appliance and Lifting Gear” for

implementation.

Legal Requirement of Lifting Appliance and Lifting Gear							
Applicable Regulation:	Lifting Appliance and Lifting Gear Regulation						
Item	Inspection Form No. (LALG)						
	1	2	3	4	5	6	7
Crane	√		√		√		
Crane with anchoring or ballasting devices	√	√	√		√		
Winch, Crab	√		√		√		
Pulley Block, Ginwheel, Sheerlegs, Pile Driver, Pile Extractor, Excavator, Overhead Runway, Dragline, etc	√			√	√		
Lifting Gear						√	√
Fibre Rope							√
Period	7days	After erection	4 years		12 months	Before put into use	6 months
			Before use or after substantial repair, re-erection, failure, overturning or collapse				

Source: Guidance Notes on Inspection, Thorough Examination and Testing of Lifting Appliances and Lifting Gear (Please Click: [HERE](#))

21 Mechanical Plant

- a. Mechanical plant refers to any power-operated mobile machine which is operated by a person riding on the machine including excavator, bulldozer, loader, forklift, cranes, and cherry picker etc.
- b. Only trained operator can control the mechanical plant in compliance with regulation.
- c. Inspection should be arranged regularly and recorded in an inspection form to assure it is in safe working condition.
- d. Plant with malfunctioning safety features shall be removed from service until repairs are completed.
- e. Refueling shall be performed in area with adequate ventilation. Do not refuel vehicles while the engine is running.
- f. All mechanical plant should be maintained at its proprietary status. Any modification for the plant shall not be made unless it is being allowed by the manufacture's authentication or permission in written form.
- g. Refer to publication "A Guide to the Factories and Industrial Undertaking (Loadshifting Machinery) Regulation", "Guidance Notes on Safe Use of Loadshifting Machines for Earth Moving Operations on Construction Sites" and "Guidelines on Safety of Site Vehicles and Mobile Plant" for more information.
- h. If there is any non-compliance with the requirements, CIC reserves the right to suspend the works until the non-compliance or unfavourable operation is rectified by the Contractor to the satisfaction of CIC with no cost or time implications. CIC has the right to arrange additional resources directly (e.g. Manpower, plants, equipment and materials) to rectify or facilitate the rectification for the non-compliance of the safety requirements by the Contractor, CIC has the right to charge the Contractor for the costs such as salary, associated administrative costs and related expenses arising therefrom.

22 Woodworking Machinery

- a. Woodworking machine must only be operated by persons who are competent for this purpose.
- b. All dangerous parts of the woodworking machinery should be properly guarded.
- c. Push stick/block must be available and used to prevent worker's hands from moving near the saw.
- d. Emergency stop must be installed to stop the machine in case of emergency.
- e. A stopping and starting devices should be provided to control the woodworking machine.
- f. Woodworking machine must be regularly checked and maintained in good condition. Operators must not use the machine if there is any sign of defect.
- g. The working area should be kept clean and free of obstruction. Wood chips should be regularly removed.
- h. The floor where the woodworking machine is installed should be maintained in good and level condition.
- i. Proper PPE (safety goggle and ear protectors) should be used when using the woodworking machine.
- j. Please refer to publication of "A Guide to the Factories & Industrial Undertakings (Woodworking Machinery) Regulation" for implementation.
- k. CIC also has the right to suspend the works until the non-compliance or unfavourable operation is rectified by the Contractor to the satisfaction of CIC with no cost or time implications. CIC has the right to arrange additional resources directly (e.g. Manpower, plants, equipment and materials) to rectify or facilitate the rectification for the non-compliance of the safety requirements by the Contractor, CIC has the right to charge the Contractor for the costs such as salary, associated administrative costs and related expenses arising therefrom.

23 Machinery Guarding

- a. All hazardous moving parts of machinery within normal reach of personnel shall be completely guarded to prevent personnel from coming into contact with the moving parts of machinery or equipment.
- b. Make sure that effective guards are in place and working properly.
- c. Every guard should be rigid and of substantial construction.
- d. All plant and machinery should be regularly checked and maintained in good condition including the associated guarding.
- e. Guards should be secured in position at all times when the parts are in motion.
- f. Any attempt to alter or remove the guarding is not allowed.
- g. Turn off the machine for replacement or maintenance of guard.
- h. Please refer to the “Handbook on Guarding and Operation of Machinery” published by the Labour Department for the design and installation requirement of the guarding.
- i. Machine operations safety should follow as below:
 - Follow SOP, operator should be trained and authorized
 - Equipped with PPE, avoid loose clothing or long hair which might trapped in the rotating parts
 - Routine maintenance of machinery equipment should be conducted by technician
 - Follow safety control hierarchy: Elimination, isolation, engineering control, administrative control, PPE
 - In case of emergency, press emergency stop and report the case to Supervisor

24 Abrasive Wheel

- a. Mounting of abrasive wheel shall only be carried out by person who has been appointed in writing by the proprietor and by reason of training and practical experience, competent to perform that operation..
- b. Do not use defective wheels.
- c. Ensure the maximum permissible speed of abrasive wheel is clearly marked.
- d. Ensure the spindle speed is marked on the machine in both English and Chinese.
- e. Ensure the maximum permissible speed of abrasive wheel is higher than the spindle speed of machine.
- f. Ensure that the type of abrasive wheel used is suitable for the work to be carried out.
- g. Ensure the guard is in place after mounting of the abrasive wheel.
- h. Ensure the statutory warning notice for use of abrasive wheel is clearly displayed near the abrasive wheel or in a conspicuous location.

此告示已由勞工處處長批准，並須根據
工廠及工業經營(砂輪)規例第 14 條所規定而張貼

This warning notice has been approved by the Commissioner for Labour
and must be posted for the purpose of Regulation 14 of the Factories and
Industrial Undertakings (Abrasive Wheels) Regulations

使用砂輪時 應注意下列

WARNING NOTICE WHEN USING ABRASIVE WHEELS

危險	安全預防措施
<p>(1) 砂輪爆裂之原因： 砂輪之內在損傷。</p> <p>殘缺輪面</p> <p>磨損不均</p> <p>使用不當</p>	<p>用正確試驗辦法，檢查砂輪之 完整性。</p> <p>磨損時輪面應磨平，不可 磨成高低不平輪面。</p> <p>砂輪應由一位專人安裝及卸 至訓練之合資格的人安裝。</p> <p>切勿過大壓力。</p> <p>當使用及磨砂輪作磨削打眼時， 應特別小心。</p>
<p>(2) 磨損輪子與磨盤之破裂</p>	<p>切勿磨削磨盤內之任何部分， 心輪應與磨盤內。</p>
<p>(3) 與砂輪接觸</p>	<p>受用：護罩、枕巾、防護屏 (或護目鏡)。</p>
<p>(4) 飛濺之微粒引致眼部受傷</p>	<p>砂輪應妥善停止及磨盤。</p>

DANGERS

(1) Bursting of wheel, due to:
Latent defect of wheel

Over-speeding

Faulty mounting

Misuse by operator

(2) Fractures of mounted wheels and points

(3) Contact with wheel

(4) Eye injuries from flying particles

SAFETY PRECAUTIONS

Check soundness of wheel by ring test.

Do not exceed maximum
permissible speed of wheel as
specified by manufacturer.

The wheel must be mounted by
a trained and competent person
appointed in writing.

Never use excessive pressure
on the wheel.

Use particular care when grinding
on the side of a straight-edged wheel.

The overhang not to exceed that is
permissible by the manufacturer.
The operator to be secured properly
in the collet of chuck.

Use: Wheel guards, work-rest,
protective screen
(or eye protectors).

Wheels must be properly
trued and dressed.

**ALWAYS CHECK
BEFORE YOU OPERATE**

Source: Warning Notice When Using Abrasive Wheels – Labour Department

- i. The abrasive wheel shall be regularly inspected and maintained by the competent

- person.
- j. Ensure the ground is in good condition, free from obstruction and not slippery when operating the machine.
 - k. For carrying out grinding operation, proper protection of eye such as safety goggles is required.
 - l. For more information, please refer to the publication of “Safety In The Use of Abrasive Wheel”.
 - m. If there is any non-compliance with the requirements, CIC reserves the right to suspend the works until the non-compliance or unfavourable operation is rectified by the Contractor to the satisfaction of CIC with no cost or time implications.
 - n. CIC has the right to arrange additional resources directly (e.g. Manpower, plants, equipment and materials) to rectify or facilitate the rectification for the non-compliance of the safety requirements by the Contractor, CIC has the right to charge the Contractor for the costs such as salary, associated administrative costs and related expenses arising therefrom.

25 Work In Confined Space

- a. Confined space is defined to mean any place in which, by virtue of its enclosed nature, there arises a reasonably foreseeable specified risk, and without limiting the generality of the foregoing, includes any chamber, tank, vat, pit, well, sewer, tunnel, pipe, flue, boiler, pressure receiver, hatch, caisson, shaft or silo in which such risk arises.
- b. Specified risk means a risk of
 - Serious injury to any person at work arising from a fire or explosion;
 - The loss of consciousness of any person at work arising from an increase in body temperature;
 - The loss of consciousness or asphyxiation of any person at work arising from gas, fume, vapour, or the lack of oxygen;
 - The drowning of any person at work arising from an increase in the level of liquid; or
 - The asphyxiation of any person at work arising from a free flowing solid or the inability to reach a respirable environment due to entrapment by a free flowing solid.
- c. Any person who enters in the confined space must attend an approved safety training course in connection with confined space work and holds a relevant certificate.
- d. Risk assessment shall be conducted and submitted to CIC by competent person who receives approved safety training course and holds a relevant certificate before entry to confined space as required by regulation. Any changes in environment must be re-assessed.
- e. The result of risk assessment should be displayed at the entrance of confined space with warning notice.
- f. Before entry into confined space, the confined space should be adequately purged by inert gas purging, steam cleaning and forced ventilation. Atmospheric testing should also be carried out from outside of the confined space.
- g. Any person entering a confined space shall bring along a gas detector each therein to continuously monitor the atmosphere throughout the stay in the confined space.
- h. Make sure safety equipment and PPE are used throughout the whole confined space work including explosion-proof type of 2-way telecommunication equipment, explosion-proof type of atmospheric testing equipment, protective clothing, safety

helmet, respirators, ventilation equipment and safety harnesses with a lifeline connected to a man-lifting tripod or other lifting equipment approved by the Engineer for rescue purpose, etc.

- i. A worker should be assigned to standby at the entrance of confined space throughout the time of operation for emergency communication and coordination.
- j. Any person entering a confined space shall wear an audio and visual personal alarm of dead-man type maintaining its operating in active mode and is able to give out signals to alert the standby person stationed at the entrance of that confined space, and vice versa.
- k. Ensure all relevant control measures such as isolating critical valves or purging of fresh air are implemented before entering to the confined space.
- l. Establishment of an emergency rescue procedure to handle any emergency situation of the confined space work.
- m. Contractors shall conduct site check in every shift of confined space works.
- n. Refer to “Code of Practice for Safety and Health at Work in Confined Spaces” for implementation.
- o. If there is any non-compliance with the requirements, CIC reserves the right to suspend the works until the non-compliance or unfavourable operation is rectified by the Contractor to the satisfaction of CIC with no cost or time implications.
- p. CIC has the right to arrange additional resources directly (e.g. Manpower, plants, equipment and materials) to rectify or facilitate the rectification for the non-compliance of the safety requirements by the Contractor, CIC has the right to charge the Contractor for the costs such as salary, associated administrative costs and related expenses arising therefrom.

26 Excavation And Trenching

- a. Ensure underground utility marking, signage, barricades and shoring are in place before excavation work.
- b. The Contractor shall provide competent person (under Cap 406 Electricity Supply Lines (Protection) Regulation) to conduct the underground utilities detection before excavation and full time supervision of the execution of the trial pit excavation works until the underground utilities are exposed for active detection, and for all excavation work at high risk areas as considered by CIC.
- c. The Contractor shall conduct passive and active detection for all underground utilities wherever practicable.
- d. The Contractor shall clearly mark the type, alignment and depth of the underground utilities (detected by passive and active detection) on ground.
- e. The Contractor shall submit the completed underground utilities detection report (Passive and Active) to CIC for review without objection within 3 working days after the detection.
- f. The Contractor shall develop separate permit to work system for different stages of excavation:
 - Inspection Pit for underground utilities detection
 - Trial Pit Excavation Stage
 - Bulk Excavation Stage
- g. The Contractor shall provide a full time competent person (under Cap 406 Electricity Supply Lines (Protection) Regulation) on site to supervise the works during the execution of the excavation works where considered by CIC as high risk areas.
- h. Excavation plant should be properly selected and maintained to ensure it is suitable for the work to be carried out.
- i. Operator of excavator should be competent and trained in the use of machine.
- j. Weekly inspection of excavator shall be arranged and recorded in the statutory inspection form (LALG Form 1).
- k. Place warning signage and barriers on all sides of excavated trench to prevent pedestrians from crossing.
- l. Inspection of excavation should be carried out by a competent person as required by law and recorded in the statutory inspection form (CSSR Form 4).
- m. Proper access should be provided for all excavation.

Contractor's Safety Requirements

- n. Inform CIC before beginning of excavation work.
- o. If there is any non-compliance with the requirements, CIC reserves the right to suspend the works until the non-compliance or unfavourable operation is rectified by the Contractor to the satisfaction of CIC with no cost or time implications.
- p. CIC has the right to arrange additional resources directly (e.g. Manpower, plants, equipment and materials) to rectify or facilitate the rectification for the non-compliance of the safety requirements by the Contractor, CIC has the right to charge the Contractor for the costs such as salary, associated administrative costs and related expenses arising therefrom.
- q. Please refer to “Code of Practice for Safe Use of Excavator” for implementation.

Legal Requirements of Excavation for Implementation			
Item	Applicable Regulation	Inspection Form No.	Period
Inspection of Excavation	Construction Site Safety Regulation	Form 4	7 days
Inspection of Excavator	Lifting Appliance and Lifting Gear Regulation	Form 1	7 days
		Form 4	Before use or after substantial repair, re-erection, failure, overturning or collapse
		Form 5	12 months

27 Roadwork Safety

- a. All workers working along roadside must wear reflective vest at all time.
- b. The boundaries of all road works on carriageway must be clearly delineated by traffic cones. The requirement of traffic cone should conform to the general requirements of BS EN 13422:2004 and shall be of appropriate height. The white portion must be retroreflective and the red portion may be retroreflective or have a fluorescent finish.
- c. Traffic cone should be placed close enough together to give an impression of continuity and an appearance of substance. The maximum cone spacing can refer to the requirement listed under Code of Practice for the Lighting, Signing and Guarding of Road Works (COP-LSG) issued by Highway Department.
- d. Obstruction and excavation shall be adequately guarded at all time.
- e. Pedestrians shall be protected from the works and vehicles by rigid barriers (ex. Water-filled or temporary tubular barriers) which can clearly separate pedestrians from the work and trafficked carriage and warn pedestrian of their presence. The barriers should be placed with sufficient clearance to excavation, materials or plant to prevent dangers to pedestrians.
- f. Water-filled or temporary tubular barriers shall provide a clear and uniform overall appearance. Adjacent panels shall be interlocked together without gaps affecting their guarding purpose. The containment level of the barriers should be designed to meet BS EN 1317-2:2010 containment level T2 or above.
- g. During the hours of darkness or at times of poor visibility, all obstructions or road works must be properly delineated with prescribed road hazard warning lanterns to indicate to road users the limits of the works.
- h. General Road Works Signs shall be properly displayed on site. The method for display of signage shall align with the standard and requirement stated in COP-LSG.

- i. Approach and exit tapers shall be in place to guide any road-user to safely pass the works area. The use of traffic cones and barricades shall provide a uniform and consistent indication to road user of the obstruction or excavation on carriageway. Barricade signs should be used with flash arrow sign at location where visibility could be a problem.
- j. Adequate length of approach tapers and height and spacing of traffic cones shall be provided and it is recommended to refer to COP-LSG for general standard and requirement. All traffic arrangement shall be agreed by CIC.
- k. A minimum clear footway width of 1.5 meters should be maintained for pedestrians when work is carried out on footway. If it is impractical to provide the minimum width for the footway, an alternative route should be provided or a permission from CIC should be granted for reducing the width of footway.
- l. Any material storage on carriageway or footway shall be adequately guarded by continuous barriers. Stored plant and material should be kept as far back as possible from the edge of carriageway and in such a position that sightlines are not obstructed. A permission must be granted by CIC if material is needed to be stored on carriageway.
- m. If works are carried out on cycleway, a desirable minimum clear width of 1.8 meters should be maintained for cyclist.
- n. A lateral safety clearance shall be maintained between the works area and any part of trafficked carriageway.
- o. A longitudinal safety clearance shall be maintained between end of the approach taper and the works area which provides a margin of safety for both the traffic and road works personnel and should not be used as a working space. A minimum length of 10 meters longitudinal safety clearance zone shall be provided as recommended in the COP-LSG.

Whereas the provision of longitudinal safety clearance zone is not feasible, CIC must be informed of the situation with implementation of alternative arrangement.

- p. The normal minimum width of a single carriageway for two way traffic is 5.5 m. If this width cannot be provided, the carriageway must be reduced to a width not less than 3 m but not more than 3.7 m and traffic control equipment used to operate alternate one way working. Traffic control may be by approved portable light signals or “Stop/Go” signs.
- q. Emergency Vehicular Access (EVA) shall not be blocked at all times.
- r. If there is any non-compliance with the requirements, CIC reserves the right to suspend the works until the non-compliance or unfavourable operation is rectified by the Contractor to the satisfaction of CIC with no cost or time implications.
- s. CIC has the right to arrange additional resources directly (e.g. Manpower, plants, equipment and materials) to rectify or facilitate the rectification for the non-compliance of the safety requirements by the Contractor, CIC has the right to charge the Contractor for the costs such as salary, associated administrative costs and related expenses arising therefrom.

28 Noise Control

Noise at work

- a. Ensure appropriate action to be taken to reduce risk of hearing impairment such as mechanical maintenance and provision of information, instruction and training.
- b. Carry out preliminary noise assessment with noise meter if the noise level is deemed to be unacceptable. E.g. It is difficult to be heard between people around 2 meters apart. If the noise level is identified to be 85dB(A) or above, a noise assessment is required to be conducted by a competent person.
- c. A workplace where the noise level reaches 90dB(A) or above is classified as ear protection zone. Any person staying inside ear protection zone shall put on suitable approved ear protectors. Demarcate and identify ear protection zone with labelling at the zone.
- d. Reduce noise intensity such as providing noise barrier.
- e. For more information, please refer to the “Guidance Notes on Factories and Industrial Undertaking (Noise at Work) Regulation” and “A Practical Guide to Industrial Noise Reduction” published by the Labour Department.

Construction Noise

- a. A valid Construction Noise Permit (CNP) is required for carrying out construction work with use of power mechanical equipment during restricted hours between 1900-0700 or at any time on a general holiday. A CNP is also required for carrying out of percussive piling during the permitted hours which generally falls into the period of 0700-1900. An application for CNP must be made to the Noise Control Authority.
- b. The carrying out of percussive piling is strictly prohibited from 1900-0700 and on

holidays.

- c. Regular maintenance should be arranged for machine and equipment as nuisance noise can be generated due to ageing or improper maintenance.
- d. To reduce construction noise, the following practices can be adopted:
 - Use of acoustic enclosure for stationary plant to minimize any noise generating from the source
 - Installation of noise barrier or sound absorbing materials such as mineral wool, woodwool propriety absorbent tiles or fiberglass to reduce environmental sound impacts
 - Use of quieter construction equipment such as Quality Powered Mechanical Equipment
 - Adopt quieter construction methods such as using prefabricated structure to replace in situ construction
- e. For more information, please refer to the “Chapter 400 - Noise Control Ordinance” and “A Concise Guide to the Noise Control Ordinance” released by the Environmental Protection Department.
- f. If there is any non-compliance with the requirements, CIC reserves the right to suspend the works until the non-compliance or unfavourable operation is rectified by the Contractor to the satisfaction of CIC with no cost or time implications.
- g. CIC has the right to arrange additional resources directly (e.g. Manpower, plants, equipment and materials) to rectify or facilitate the rectification for the non-compliance of the safety requirements by the Contractor, CIC has the right to charge the Contractor for the costs such as salary, associated administrative costs and related expenses arising therefrom.

29 Provision Of Safety Officers And Safety Supervisors

The Factories and Industrial Undertaking Ordinance (F&IU) provides for the safety and health protection to worker in the industrial sector. Employment of safety officer and supervisor is required to assist the proprietor of the industrial undertaking in managing safety and health.

- a. One registered safety officer shall be employed on a full-time basis when the total number of persons employed in the construction site or sites is 100 or more.
- b. One safety supervisor shall be employed where the total number of persons employed in each construction site is 20 or more.
- c. The workplace of contractor activities can be classified as construction work.

Construction work means: -

- i. The construction erection, installation, reconstruction, repair, maintenance (including redecoration and external cleaning), renewal, removal, alteration, improvement, dismantling, or demolition of any of the Specified Structures and Works;
 - ii. Any work involved in preparing for any operation referred to in paragraph (i), including the laying of foundations and the excavation of earth and rock prior to the laying of foundations;
 - iii. The use of machinery, plant, tools, gear, and materials in connection with any operation referred to in paragraph (i) or (ii).
- d. For more information, please refer to “Cap. 59Z Factories and industrial undertakings (safety officers and safety supervisors) regulations”.
 - e. In addition to the statutory obligations, the Contractor shall employ safety officer and supervisor as required by the particular contract. Should it be found that the Safety Officer(s) is not performing his duties to the standard approved by the CIC, then the CIC will employ a Safety Officer directly and any costs (salary and other expenses) arising therefrom will be charged to the Contractor.

30 Permit And License

- a. Any person requires to carry out contractor works on CIC premises is required to submit method statement and risk assessment to CIC for review. Work permit should be acquired from CIC if the work is commenced within CIC premises. Examples of work activities requires submission of method statement and risk assessment:
- Metal/Bamboo scaffolding
 - Excavation
 - Welding work
 - Lifting operation
 - Use of mechanical plant for work at height
 - Use of chemical substance
- b. Contractors are always responsible for ensuring that any work that requires a specific license is only performed by individuals who are appropriately registered and / or licensed.

31 Waste Management

- a. Contractors are fully responsible to comply all applicable local legislation for disposal of hazardous / construction waste they generate at CIC premises.
- b. In the event a hazardous material is released to the environment during the course of work in CIC premises, Contractors shall contact the CIC relevant departments and government authorities.

Construction Waste

- a. Construction waste means any substance, matter or thing which is generated as a result of construction work and abandoned whether or not it has been processed or stockpiled before being abandoned. It is a mixture or surplus material arising from site clearance, excavation, construction, refurbishment, renovation, demolition and road work.
- b. Construction waste producers need to open a billing account with Environmental Protection Department for disposal of construction waste at waste disposal facilities under the legislative requirement. For details, please refer to the Waste Disposal (Charges for Disposal of Construction Waste) Regulation.
- c. A construction waste management plan should be developed to provide an overall framework for waste management and reduction.
- d. Two types of construction waste can be identified:-
 - Inert material such as debris, rubble, earth, bitumen and concrete can be used for land reclamation and site formation and will be transported to public filling areas.
 - Non-inert material such as bamboo, timber, vegetation, packaging waste and

other organic materials should be disposed at landfills.

- e. General practices of reducing and recycling waste in construction industry:-
- Implement proper control and documentation on material flow to over-ordering materials
 - Adopt on-site sorting practice to recover waste for reuse and recycle
 - Use durable, reusable hoarding to replace timber hoarding
 - Replace bamboo scaffolding with metal scaffolding if possible
 - Utilize excess concrete for the production of pre-cast road blocks, curbs, etc.
 - Re-use excavated materials for backfilling, slope stabilization and reclamation, or transport excavated materials to other sites for re-use
 - Collect waste steel bars for recycling
 - Collect expired PPE for recycling

Chemical Waste

- a. Chemical waste refers to any substance or thing being scrap material, effluent, or an unwanted substance or by-product arising from the application of or in the course of any process or trade activity, and which is or contains any substance or chemical specified in the prescribed schedule 1 of the Regulation that may cause pollution or constitute a danger to health or risk of pollution to the environment.
- b. A chemical waste producer license is required for any work process generating chemical waste.
- c. Storage, handling, transport and disposal of chemical waste shall be arranged in accordance to the Code of Practice on the Packaging, Labelling and Storage of Chemical Wastes:-
- Chemical waste shall be packed and held in containers of suitable design and

construction.

- All parts of the container in direct contact with chemical waste must be resistant to any chemical or other action of such waste.
 - Containers should be in good condition and free from corrosion, contamination, damage or any other defects which may impair the performance of the container.
 - The Containers should be securely sealed and closed.
 - Do not mix different types or sources of chemical wastes in same container.
 - Sufficient air space should be maintained when packing a container with liquid chemical waste to avoid leakage or permanent distortion of container due to liquid expansion.
 - Container of chemical waste should be labelled in both English and Chinese with appropriate size and dimension.
 - Information regarding the particular risks and safety precaution of the chemical waste should be clearly marked on the container.
- d. A licensed waste collector shall be appointed to collect the chemical waste at your workplace. Trip ticket shall be obtained and retained for record.

32 Wastewater Management

- a. All sewage should be discharged into sewers, not storm water drains which are only meant to carry rainwater into the sea.
- b. Except for discharges of domestic sewage into sewer and discharges of unpolluted water into storm drains / water bodies, effluent from industrial, institutional and commercial premises, discharge of domestic sewage from institutional and commercial premises in unsewered areas, domestic sewage treatment plant and domestic premises in unsewered area are subject to control and should obtain a Water Pollution Control Ordinance (WPCO) license before making discharge.
- c. Comply with the requirements as specified on the WPCO license.

Construction site effluent

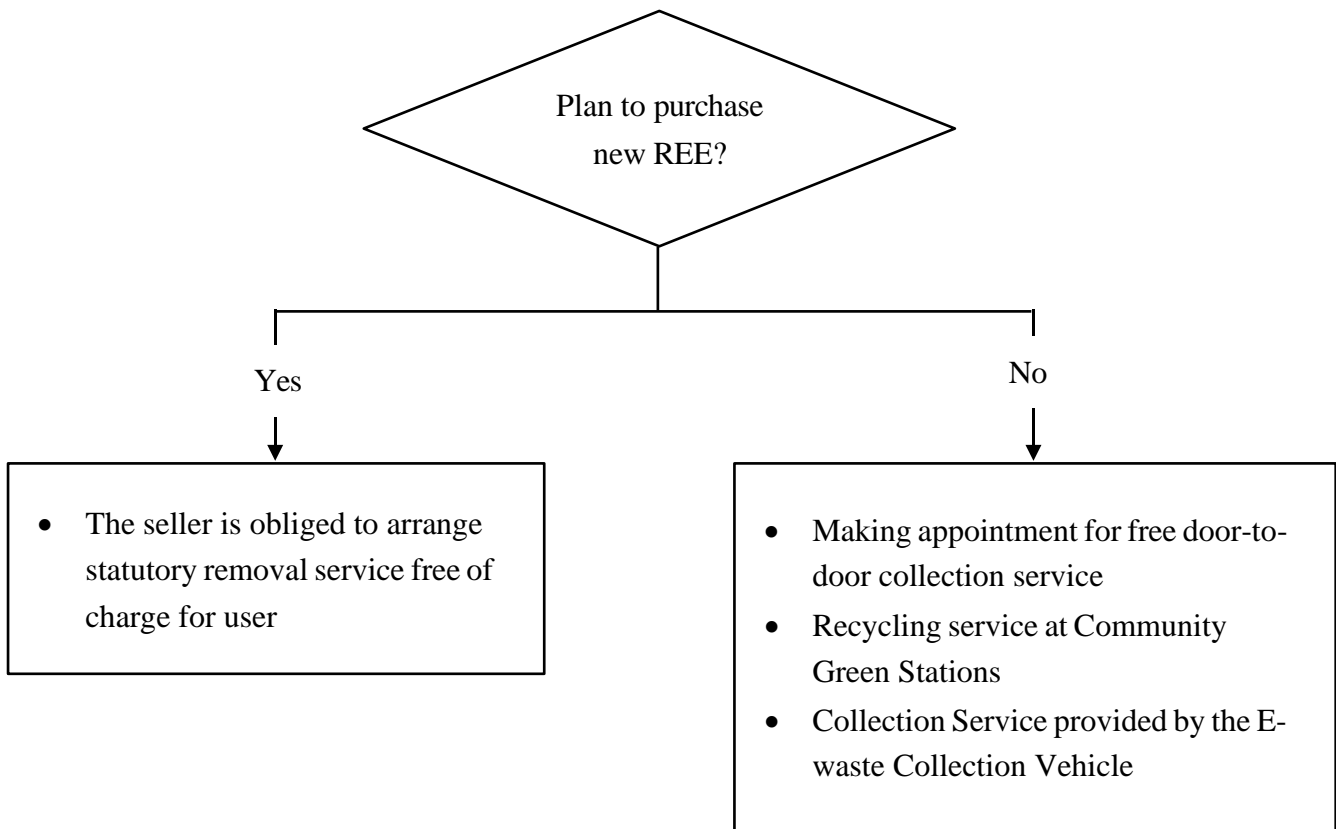
- a. All contaminated runoff is required to be treated before discharge to meet statutory requirements. Contractor should take all necessary preventive measures to avoid the contamination of surface runoff, e.g. covering stockpile of soil materials with plastic sheets.
- b. Contractor should always collect the construction wastewater and provide proper treatment before discharging into the foul sewer. Approval from the Drainage Services Department should be obtained for any discharge to foul sewer.
- c. Common water pollution control measures include:-
 - Minimize water consumption;
 - Cover up exposed soil surface and soil stockpile;
 - Deploy drip tray for stationary plants and chemical drums
 - Construct temporary site drainage for collection of construction site wastewater;
 - Deploy wastewater treatment facilities, e.g. sedimentation tanks, petrol

interceptor and pH regulator

- Reuse treated construction wastewater

33 Waste Of Regulated Electrical Equipment Management

- a. Contractor shall take the producer's responsibility on disposal of Regulated Electrical Equipment (REE). REE includes: air-conditioners, refrigerators, washing machines, televisions, computers, printer, scanners and monitors.
- b. Producer shall dispose REE properly in accordance with statutory requirement:



- c. Illegal disposal of REE at CIC premises is not allowed.
- d. For more information, please refer to the website of Waste Electrical and Electronic Equipment (WEEE): <https://weee.gov.hk/>

34 Air Emission Control

Construction Dust Control

- a. Adequate dust reduction measures should be implemented to reduce dust emission while carrying out construction work
- b. Apply water spraying on:
 - any dusty materials before loading and unloading
 - Stockpile of dusty materials
 - Area where excavation or earth moving activities are carried out
 - Any unpaved main haul road
 - Drilling work where dust is generated
- c. Provide hoarding of not less than 2.4m high from ground level along the construction site boundary which is next to a public vehicular or pedestrian road.
- d. Provide effective dust screens, sheeting or netting to enclose any scaffolding built around the perimeter of a building
- e. Cover or shelter any stockpile of dusty material
- f. Provide wheel washing facilities at the exit of site access to wash away any dusty material from the vehicle body and wheels before leaving the site
- g. Cover any dusty load on vehicle before leaving the site
- h. Do not operate plant, activity or process when air pollution control system or equipment has broken down
- i. It is required to notify EPD before commencement of work for the following types of construction work:
 - Site formation
 - Reclamation
 - Demolition of a building
 - Work carried out in any part of a tunnel that is within 100m of any exit to the

open air

- Construction of a building
- Road construction work

Control of Non-road Mobile Machinery Emission

- All regulated machine (mobile machines or transportable industrial equipment) or non-road vehicles that are not licensed under the Road traffic (registration and Licensing of Vehicles) Regulations are required to meet the legal emission standard and smoke requirement. For details, please refer to the Air Pollution Control (Non-road Mobile Machinery) (Emission) Regulation (Cap. 311Z.)
- For use of non-road mobile machinery (NRMM), prior approval is required from Environmental Protection Department with completion of application form.
- Approved or exempted NRMM labels must be displayed on the machine or vehicles. The size and colour of the label must refer to the requirement specified in the Regulation.

機械種類 Machine Type: 機械商業名稱及型號 Machine Trade Name & Model: 機械序號 Machine Serial Number: 引擎廠名及型號 Engine Make & Model:
EPD-A-12Z45-20X1
根據《空氣污染管制(非道路移動機械)(排放)規例》給予的核准 Approval given under the Air Pollution Control (Non-road Mobile Machinery) (Emission) Regulation

Sample of approval label

機械種類 Machine Type: 機械商業名稱及型號 Machine Trade Name & Model: 機械序號 Machine Serial Number: 引擎廠名及型號 Engine Make & Model:
EPD-E-123T5-2Y11
根據《空氣污染管制(非道路移動機械)(排放)規例》給予的豁免直至 年 月 日(如適用) Exemption given under the Air Pollution Control (Non-road Mobile Machinery) (Emission) Regulation until dd/mm/yy (if applicable)

Sample of exempted label

35 First Aid Facilities

- a. First aid item mean: Under the Occupational Safety and Health Regulation, "first aid item" means an item of the kind specified in Schedule 2 of the Regulation or any additional item required by the Commissioner for Labour to be provided in the first aid facility.
- b. First aid facility requirements for workplace:
 - For construction site, a separate first aid facility shall be provided and maintained for every 50 workmen or part thereof employed on the site.
 - For the workplace other than construction site, a separate first aid facility shall be provided and maintained for each 100 employers, or part of that number.
 - Every first aid box or cupboard shall be marked "FIRST AID" in English and “急救” in Chinese.
 - All first aid items are maintained in a serviceable condition.
 - For the requirement of first aid items of first aid box, please refer to the publication by Labour Department named Hints on First Aid: (<https://www.labour.gov.hk/tc/public/pdf/oh/HintsOnFirstAid.pdf>)
 - The person responsible for a workplace must designate a team of 2 or more of the employees to be responsible for the first aid box or cupboard and ensure that at least one member of the team is available in the work place when work is performed there.
 - A notice specifying the names of the members of the team has to be affixed to the first aid box or cupboard.

36 Lighting and Ventilation

Lighting:

- a. It is essential for employees to work and move around safely in a workplace under adequate lighting.
- b. Some examples of recommended optimum levels of lighting for various activities / areas are listed below:

Task position or area	Optimum average illumination in lux
1. Office areas	
General Offices	500
Computer work stations	500
Drawing work stations	750
Other office areas, e.g. file storage	300

(Source: Guidelines for Good Occupational Hygiene Practice in a Workplace – Lighting from Labour Department)

Ventilation:

- a. Every workplace shall be adequately ventilated by fresh air.
- b. The air within the workplace shall be kept free of impurities.
- c. All reasonably practicable steps shall be taken to protect employees from inhaling impurities and to prevent accumulation of the impurities at the workplace.
- d. Effective exhaust devices shall be installed and used as closely as possible to the source of the impurities.
- e. Regular preventive maintenance of mechanical ventilation systems shall be planned and performed.
- f. If water cooling towers are used, they should be properly maintained, e.g. used of biocides as appropriate, to prevent the growth of micro-organisms.




37 Traffic safety

When Driving in CIC premises

- a. Check carefully to ensure that there are no obstructions. Pay particular attention to the blind spots at the rear.
- b. Check if safety seat belt is properly fastened before drive.
- c. Strictly follow the site traffic safety instructions, including emergency vehicular access (EVA), speed limited, or etc.
- d. Drive in prescribed path and follow traffic signals.
- e. Allow pedestrian to use the pathway first. Do not park vehicles in unauthorized area.
- f. Do not overload vehicle, either in terms of passengers or loads.
- g. Reduce vehicle speed and pay particular attention during turning.
- h. Do not overload vehicle, either in terms of passengers or loads.
- i. Do not use your mobile phone or any other communication device when driving
- j. Do not drive under the influence of alcohol or drugs.
- k. Signal, reduce speed and check mirrors before turning or reversing.
- l. If there is any non-compliance with the requirements, CIC reserves the right to suspend the works until the non-compliance or unfavourable operation is rectified by the Contractor to the satisfaction of CIC with no cost or time implications.
- m. CIC has the right to arrange additional resources directly (e.g. Manpower, plants, equipment and materials) to rectify or facilitate the rectification for the non-compliance of the safety requirements by the Contractor, CIC has the right to charge the Contractor for the costs such as salary, associated administrative costs and related expenses arising therefrom.




38 Prevention of Heat Stroke

- a. It is applicable to work that needs to be carried out under hot weather or in high-temperature environments, such as:
- Work conducted in outdoor locations without shelters;
 - Work conducted in an indoor location without air-conditioning system installed;
 - Work conducted near heat sources or heat-generating facilities
- b. “Heat Stress at Work Warning” indicates the level of heat stress that employees face when working outdoor or indoor without an air conditioning system. The Warning system will be issued by the Labour Department, with the assistance of the Hong Kong Observatory.

Hong Kong Heat Index	Heat Stress at Work Warning	Warning Signs
30 to <32	Amber	
Amber Heat Stress at Work Warning indicates the level of heat stress in certain work environments is high.		
32 to <34	Red	
Red Heat Stress at Work Warning indicates the level of heat stress in certain work environments is very high.		
>=34	Black	
Black Heat Stress at Work Warning indicates the level of heat stress in certain work environments is extremely high.		

- c. Employers are advised to implement the following measures against heat stress at the workplace:
- i. Perform a risk assessment for the heat stress of employees at the workplace and take effective preventive measures according to the assessment results.
 - ii. Determine the risk control measures in accordance with the risk you identified in the assessment items as far as reasonably practicable to prevent employees from suffering heat stroke while working.
 - iii. Develop suitable work/ rest schedules for employees to reduce the risk of heat stroke at work when the Heat Stress at Work Warning is in force.
 - iv. The recommended hourly rest period for employees working outdoor is determined based on Level of Physical Workload x Level of Heat Stress at Work Warning.

Rest Arrangements for Outdoor Work in Times of Heat Stress at Work Warning

Physical Workload / Heat Stress at Work Warning	Light	Moderate	Heavy	Very Heavy
 黃 Amber		45 mins work 15 mins rest in each hour (75% work; 25% rest)	30 mins work 30 mins rest in each hour (50% work; 50% rest)	15 mins work 45 mins rest in each hour (25% work; 75% rest)
 紅 Red	45 mins work 15 mins rest in each hour (75% work; 25% rest)	30 mins work 30 mins rest in each hour (50% work; 50% rest)	15 mins work 45 mins rest in each hour (25% work; 75% rest)	Suspension of work
 黑 Black	30 mins work 30 mins rest in each hour (50% work; 50% rest)	15 mins work 45 mins rest in each hour (25% work; 75% rest)	Suspension of work	Suspension of work

- v. Write down the emergency response measures to be taken in case an employee working in hot environment requires support and/or assistance.
- vi. Communicate the heat stress risk assessment result to the relevant workers and provide appropriate instruction to ensure they take appropriate rest breaks according to the result.
- vii. Apply preventive and control measures such as:
 - Allow employees to have access to drinking water within 10 minutes of walking.
 - Relocate or isolate heat source.
 - Extract hot air from the workplace.
 - Provide PPE to reduce heat absorption.
 - Install mechanical devices (e.g., exhaust / insulation system) to regulate the temperature of work area.
 - Install air conditioning system, blowers, or misting fans.
 - Wear light-colored, thin, and loose-fitting clothing.
 - Provide sun protection sleeves that have good sweat-wicking and dry-fit properties for outdoor workers.
- viii. Please refer to “Guidance Notes on Prevention of Heat Stroke at Work” issued by Labour Department for implementation.

Appendix 1 – Relevant Safety And Health Legislations

The followings are the ordinances and regulations related to occupational safety and health in Hong Kong:

1.	Gas Safety Ordinance	Cap 51
2.	Boilers and Pressure Vessels Ordinance	Cap 56
3.	Factories and Industrial Undertakings Ordinance	Cap 59
4.	Factories and Industrial Undertakings Regulations	Cap 59A
5.	Factories and Industrial Undertakings (First Aid in Notifiable Workplaces) Regulations	Cap 59D
6.	Factories and Industrial Undertakings (Notification of Occupational Diseases) Regulations	Cap 59E
7.	Factories and Industrial Undertakings (Woodworking Machinery) Regulations	Cap 59G
8.	Factories and Industrial Undertakings (Electrolytic Chromium Process) Regulations	Cap 59H
9.	Construction Sites (Safety) Regulations	Cap 59I
10.	Factories and Industrial Undertakings (Lifting Appliances and Lifting Gear) Regulations	Cap 59J
11.	Factories and Industrial Undertakings (Abrasive Wheels) Regulations	Cap 59L
12.	Factories and Industrial Undertakings (Work in Compressed Air) Regulations	Cap 59M
13.	Factories and Industrial Undertakings (Spraying of Flammable Liquids) Regulations	Cap 59N
14.	Factories and Industrial Undertakings (Goods Lifts) Regulations	Cap 59O
15.	Factories and Industrial Undertakings (Guarding and Operation of Machinery) Regulations	Cap 59Q
16.	Factories and Industrial Undertakings (Cartridge Operated Fixing Tools) Regulations	Cap 59R
17.	Factories and Industrial Undertakings (Protection of Eyes) Regulations	Cap 59S
18.	Factories and Industrial Undertakings (Noise at Work) Regulation	Cap 59T
19.	Factories and Industrial Undertakings (Fire Precaution in Notifiable Workplaces) Regulations	Cap 59V
20.	Factories and Industrial Undertakings (Electricity) Regulations	Cap 59W

21.	Factories and Industrial Undertakings (Safety Officers and Safety Supervisors) Regulations	Cap 59Z
22.	Factories and Industrial Undertakings (Carcinogenic Substances) Regulations	Cap 59AA
23.	Factories and Industrial Undertakings (Dangerous Substances) Regulations	Cap 59AB
24.	Factories and Industrial Undertakings (Suspended Working Platforms) Regulation	Cap 59AC
25.	Factories and Industrial Undertakings (Asbestos) Regulation	Cap 59AD
26.	Factories and Industrial Undertakings (Confined Spaces) Regulation	Cap 59AE
27.	Factories and Industrial Undertakings (Safety Management) Regulation	Cap 59AF
28.	Factories and Industrial Undertakings (Loadshifting Machinery) Regulation	Cap 59AG
29.	Factories and Industrial Undertakings (Gas Welding and Flame Cutting) Regulation	Cap 59AI
30.	Fire Services (Installations and Equipment) Regulations	Cap 95B
31.	Dangerous Goods Ordinance	Cap 295
32.	Dangerous Goods (Application and Exemption) Regulation 2012	Cap 295E
33.	Dangerous Goods (Control) Regulation	Cap 295G
34.	Radiation Ordinance	Cap 303
35.	Waste Disposal Ordinance	Cap 354
36.	Noise Control Ordinance	Cap 400
37.	Electricity Ordinance	Cap 406
38.	Builders' Lifts and Tower Working Platforms (Safety) Ordinance	Cap 470
39.	Fire Safety (Commercial Premises) Ordinance	Cap 502
40.	Occupational Safety and Health Ordinance	Cap 509
41.	Occupational Safety and Health Regulation	Cap 509A
42.	Occupational Safety and Health (Display Screen Equipment) Regulation	Cap 509B
43.	Fire Safety (Buildings) Ordinance	Cap 572
44.	Hazardous Chemicals Control Ordinance	Cap 595
45.	Mercury Control Ordinance	Cap 640
46.	Building (Administration) Regulations	Cap 123A
47.	Building (Demolition Works) Regulation	Cap 123



CONSTRUCTION
INDUSTRY COUNCIL
建造業議會



GUIDELINES ON WORK-ABOVE-GROUND SAFETY

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.

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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.

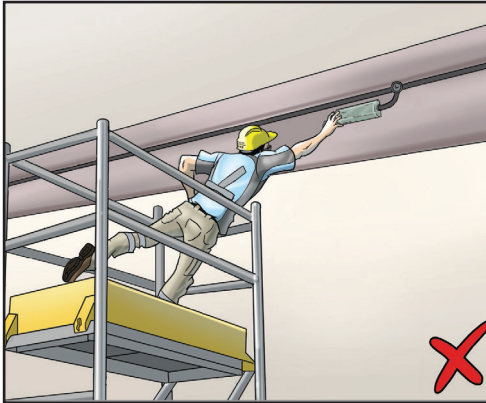


Ascending/descending the mobile working platform from the inside of a mobile working platform.



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.

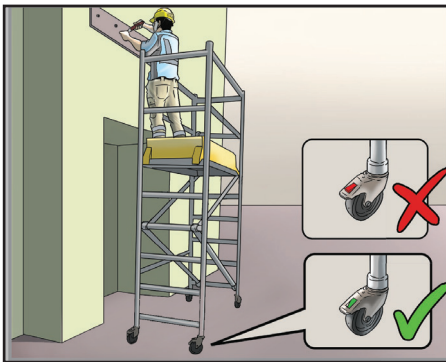


Do not lean on the guard-rail of the working platform.

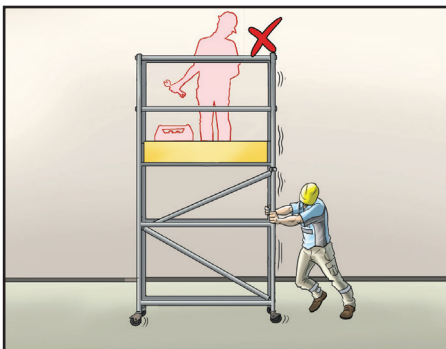
- 4.9 Be aware of weather conditions if the working platforms are to be used outdoors. Never cover the working platforms with canvas to prevent overturning due to windy weather. Where reasonably practicable, working platforms should be braced or tied into a permanent structure to enhance their stability. 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.



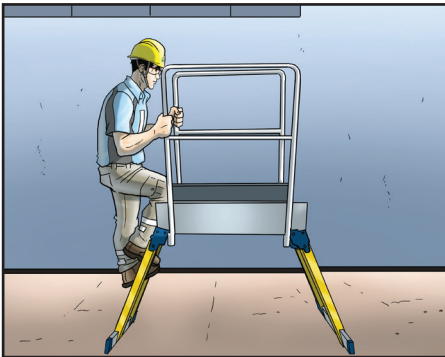
Step platform deployed for checking the ventilation system in a room where there is restricted space to accommodate a typical working platform.

- 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.

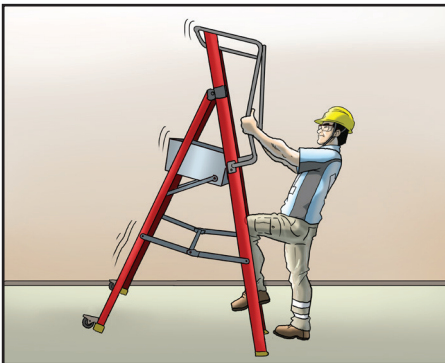


Before use, inspection (including visual check) of the light-duty working platforms according to the safety checklist provided by the supplier or other equivalent safety checklist should be conducted.

- 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.

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.

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:

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
Part A	Ladder should not be used if the answer to any of the questions in Part A falls in a box shaded in grey.		
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.		
	End of Part A		
Part B	The following conditions should be fulfilled before the ladder is to be used.		
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.		

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.)

1. As a whole, I feel that the publication is:	Stongly Agree	Agree	Neutral	Disagree	Stongly Disagree
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Comprehensive	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Useful	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Practical	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Does the publication enable you to understand more about the Work-above-ground Safety?	Yes		No	No Comment	
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3. Have you made reference to the publication in your work?	Quite Often		Sometimes	Never	
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6. Other comments and suggestions, please specify (use separate sheets if necessary).					
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