



25 April 2025

Dear Sir / Madam,

**Tender Reference No. (595) in P/AE/PUR/AGC**  
**Invitation to Tender for the Provision of Technical Service for**  
**Construction Sector Imported Labour Quarters of Construction Industry Council**

You are invited to submit a tender for the Provision of Technical Service for Construction Sector Imported Labour Quarters of 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 23 May 2025.** Late tenders will NOT be considered.
  - a) Label with "Technical Proposal for Provision of Technical Service for Construction Sector Imported Labour Quarters of Construction Industry Council"
  - b) Label with "Fee Proposal for Provision of Technical Service for Construction Sector Imported Labour Quarters of 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 **9:00 am on 2 May 2025, 61 Castle Peak Road, Tam Mi, Yuen Long, Hong Kong**. Interested tenderers shall complete and return the reply slip in **Appendix G** by e-mail: [kelvinlee@cic.hk](mailto:kelvinlee@cic.hk) or fax to 2100 9439 no later than 5:00 p.m. on 30 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/](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 which tentatively scheduled in Early June 2025 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](mailto: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.

<b>Particulars</b>	<b><u>Reference</u></b>
<b>Technical Proposal</b>	
1. Tenderer's Company Profile, Track Record and Project Reference	Conditions of Tender, Appendix A Clause 1.1 to 1.2
2. Tenderer's Staff Resources	Conditions of Tender, Appendix A Clause 2.1 and 2.2
3. Methodology and Approach to (i) fulfill the technical requirements and (ii) deliver all deliverables outlined in the Assignment Brief (a) Method Statement (b) Works Implementation Plan (c) Health and Safety Plan (d) Works Quality Assurance Plan	Conditions of Tender, Appendix A Clause 3.1 and 3.2
4. A duly completed Standard Letter for complying with Anti-Collusion Clause	Conditions of Tender, Appendix B
5. All documents mentioned in the Technical Assessment Marking Scheme	Conditions of Tender, Appendix E
6. Documents to be submitted include: (i) Statements of Convictions or No Convictions under Cap. 57, Cap. 59, Cap. 115 and Cap. 509 over the past 5 years (as of the tender closing date) (ii) Copy of certificate of Electrical Contractor Registration	Special Conditions of Tender
<b>Fee Proposal</b>	
1. Form of Tender	Conditions of Tender, Appendix C
2. 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 with his tender. In addition, the tenderer shall submit with his tender a duly signed and witnessed letter in the form set out in Appendix B of the Conditions of Tender. Should the tenderer fails to submit all information mentioned above with his tender, his tender may not be considered.

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

## Construction Industry Council

### Provision of Technical Service for Construction Sector Imported Labour Quarters of Construction Industry Council

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

<b>"Confidential"</b>	<b>Construction Industry Council (CIC)</b> <b>The Tender Box</b> <b>G/F, Hong Kong Institute of Construction –</b> <b>Kowloon Bay Campus, 44 Tai Yip Street,</b> <b>Kowloon Bay, Kowloon, Hong Kong</b>	<b>TENDER</b>
<b>Technical Proposal</b>	<b>Ref. No.: [(595) in P/AE/PUR/AGC]</b> <b>Provision of Technical Service for Construction Sector</b> <b>Imported Labour Quarters of Construction Industry Council</b>	
<b>Name of Tenderer:</b> _____		
<b>Closing Time and Date:</b> <u>12:00 noon on 23 May 2025</u>		



<b>"Confidential"</b>	<b>Construction Industry Council (CIC)</b> <b>The Tender Box</b> <b>G/F, Hong Kong Institute of Construction –</b> <b>Kowloon Bay Campus, 44 Tai Yip Street,</b> <b>Kowloon Bay, Kowloon, Hong Kong</b>	<b>TENDER</b>
<b>Fee Proposal</b>	<b>Ref. No.: [(595) in P/AE/PUR/AGC]</b> <b>Provision of Technical Service for Construction Sector</b> <b>Imported Labour Quarters of Construction Industry Council</b>	
<b>Name of Tenderer:</b> _____		
<b>Closing Time and Date:</b> <u>12:00 noon on 23 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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建造業議會一般供應商名單申請表

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

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

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

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

☐ No  
不是

PART III - BUSINESS TYPE 第三部 - 業務性質

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

☐ Type 1 - Supplier  
類別一 - 供應商

Trade of Services 服務行業

☐ 1 Construction Materials (建築材料)

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

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### 建造業議會一般供應商名單申請表

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

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

### 建造業議會一般供應商名單申請表

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

Application Form for the Inclusion in the CIC General Vendor List

建造業議會一般供應商名單申請表

<input type="checkbox"/> 4	Petroleum & Fuel Products (石油及燃油產品)	<input type="checkbox"/> 4.1	Anti-Rust Spray (防銹噴霧)
		<input type="checkbox"/> 4.2	Brake Fluid (剎掣油)
		<input type="checkbox"/> 4.3	Cutting Oil (切割油)
		<input type="checkbox"/> 4.4	Hydraulic Oil (液壓油)
		<input type="checkbox"/> 4.5	Industrial Diesel Oil (工業柴油)
		<input type="checkbox"/> 4.6	Lubricant Oil / Grease Oil (潤滑油/潤滑脂油)
		<input type="checkbox"/> 4.7	Transmission Oil (傳動油)
		<input type="checkbox"/> 4.8	Ultra Low Sulphur Diesel Oil - Ex-petroleum Filling Stations (超低含硫柴油 - 油站加油)
		<input type="checkbox"/> 4.9	Unleaded Petrol - Ex-petroleum Filling Stations (無鉛汽油 - 油站加油)
<input type="checkbox"/> 5	Construction Equipment & Machinery (建築設備及機械)	<input type="checkbox"/> 5.1	Aluminium / Galvanized Iron Working Platform (高空工作台)
		<input type="checkbox"/> 5.2	Air Compressor & Blower (風機)
		<input type="checkbox"/> 5.3	Bolt & Pipe Threading Machine / Groove Machine (電動管紋機 / 壓坑機)
		<input type="checkbox"/> 5.4	Builder's Lift (建築工地升降機 - 工人籠)
		<input type="checkbox"/> 5.5	Cable Dectector (地下電纜探測器)
		<input type="checkbox"/> 5.6	Concrete Mixers (混凝土攪拌機)
		<input type="checkbox"/> 5.7	Concrete Vibrator (混凝土震機)
		<input type="checkbox"/> 5.8	Crawler Crane (履帶式吊機)
		<input type="checkbox"/> 5.9	Dozers (推土機)
		<input type="checkbox"/> 5.10	Dust Collectors (集塵器)
		<input type="checkbox"/> 5.11	Forklifts and Tow Tractors (叉車及拖引車)
		<input type="checkbox"/> 5.12	Gantry Crane (龍門式吊機)
		<input type="checkbox"/> 5.13	Generator Set (發電機組)
		<input type="checkbox"/> 5.14	Gondola Systems (吊船)
		<input type="checkbox"/> 5.15	Hydraulic Punching / Shearing / Swing Beam Machine (液壓沖 / 剪 / 擺式剪板機)
		<input type="checkbox"/> 5.16	Hydraulic Excavators (液壓挖土機)
		<input type="checkbox"/> 5.17	Loaders (裝載機)
		<input type="checkbox"/> 5.18	Mobile / Trucks / Lorry Crane (汽車吊機)
		<input type="checkbox"/> 5.19	Metal Work Machine & Equipment (金屬工作機)
		<input type="checkbox"/> 5.20	Pipe Welding Machine (喉管熱熔對接焊機)
		<input type="checkbox"/> 5.21	Plate Compactor (壓路板)
		<input type="checkbox"/> 5.22	Pump (泵)
		<input type="checkbox"/> 5.23	Roller Shutter (捲閘)
		<input type="checkbox"/> 5.24	Spray Booth (噴漆柜)
		<input type="checkbox"/> 5.25	Surveying Measuring Instrument (測量儀器)
		<input type="checkbox"/> 5.26	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

- |                          |      |   |
|--------------------------|------|---|
| <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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建造業議會一般供應商名單申請表

<input type="checkbox"/>	7.17	Testing & Survey - Safety Equipment (安全設備測試及檢查)
<input type="checkbox"/>	7.18	Testing & Survey - Testing Materials / Laboratory Services (物料 / 化驗服務測試)
<input type="checkbox"/>	7.19	Testing & Survey - Tower Crane (塔式起重機測試及調查)
<input type="checkbox"/>	8	Environmental Engineering & Waste Disposal (環保工程及廢物處理)
<input type="checkbox"/>	8.1	Asbestos Removal (清理石棉)
<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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### 建造業議會一般供應商名單申請表

- |                          |       |   |
|--------------------------|-------|---|
| <input type="checkbox"/> | 10.7  | Printing of Name Card (印刷卡片)  |
| <input type="checkbox"/> | 10.8  | Photocopying Services (複印服務)  |
| <input type="checkbox"/> | 10.9  | Printing of Promotional Items (印刷宣傳用品)                                  |
| <input type="checkbox"/> | 10.10 | Printing / Production of Backdrop (印刷 / 製作背景幕)                          |
| <input type="checkbox"/> | 10.11 | Printing of P.V.C. Card (印製證明卡)   |
| <input type="checkbox"/> | 11    | Information Technology and Computers (資訊科技及電腦)                          |
| <input type="checkbox"/> | 11.1  | Computer Hardware Accessory (電腦硬件配件)                                    |
| <input type="checkbox"/> | 11.2  | Computer Hardware (電腦硬件)  |
| <input type="checkbox"/> | 11.3  | Computer Hardware Leasing (電腦硬件租用)                                      |
| <input type="checkbox"/> | 11.4  | Computer Hardware Peripheral (電腦硬件周邊)                                   |
| <input type="checkbox"/> | 11.5  | Computer Network (電腦網絡)   |
| <input type="checkbox"/> | 11.6  | Contract Out Works - Computer Service (外判工程 - 電腦服務)                     |
| <input type="checkbox"/> | 11.7  | Computer Software (電腦軟件)  |
| <input type="checkbox"/> | 11.8  | Computer Software & Services Subscription (電腦軟件及服務租用)                   |
| <input type="checkbox"/> | 11.9  | Information Technology & Telecommunications (資訊科技及電信)                   |
| <input type="checkbox"/> | 11.10 | Repair & Maintenance – Audio / Visual (音頻 / 視頻維修保養)                     |
| <input type="checkbox"/> | 11.11 | Repair & Maintenance – Computer Equipment (電腦設備維修保養)                    |
| <input type="checkbox"/> | 11.12 | Repair & Maintenance – Card Printer (證明卡打印機維修保養)                        |
| <input type="checkbox"/> | 11.13 | Repair & Maintenance – Computer Room Facilities (電腦房設備維修保養)             |
| <input type="checkbox"/> | 11.14 | Repair & Maintenance – Software and Application Support (軟件及應用系統支援維修保養) |
| <input type="checkbox"/> | 11.15 | Repair & Maintenance – Server and Network Services (伺服器及網絡服務維修保養)       |
| <input type="checkbox"/> | 11.16 | Repair & Maintenance – Telecom System & Equipment (電訊系統及設備維修保養)         |
| <input type="checkbox"/> | 11.17 | Contract Out Works - Software Development (外判工程 - 軟件開發)                 |
| <input type="checkbox"/> | 11.18 | Rental of Telecom System & Equipment (租用電訊系統及設備)                        |
| <input type="checkbox"/> | 11.19 | Telecom Services (電訊服務)   |
| <input type="checkbox"/> | 12    | Rental Services (租用服務)  |
| <input type="checkbox"/> | 12.1  | Rental of Crane (租用吊機)  |
| <input type="checkbox"/> | 12.2  | Rental of Cylinder Service & Air Filling (租用氣樽及充氣)                      |
| <input type="checkbox"/> | 12.3  | Rental of Digital Photocopier (租用影印機)                                   |
| <input type="checkbox"/> | 12.4  | Rental of Generator Set (租用發電機組)  |
| <input type="checkbox"/> | 12.5  | Rental of Gown (租用禮服)   |
| <input type="checkbox"/> | 12.6  | Rental of Horses and Carriage Service (租用馬車服務)                          |
| <input type="checkbox"/> | 12.7  | Rental of Machinery Equipment (租用機械設備)                                  |
| <input type="checkbox"/> | 12.8  | Rental of Portable Mobile Toilets with Hygiene Service (租用流動式廁所及清理服務)   |
| <input type="checkbox"/> | 12.9  | Transportation Service - Goods (貨運服務)                                   |
| <input type="checkbox"/> | 12.10 | Transportation Service - Passenger (客運服務)                               |
| <input type="checkbox"/> | 13    | General Supplies (一般供應)   |
| <input type="checkbox"/> | 13.1  | General Fixture (一般固定裝置)  |
| <input type="checkbox"/> | 13.2  | Light Truck / Coaster (輕型貨車及小巴)   |
| <input type="checkbox"/> | 13.3  | Private Car (私家車)   |
| <input type="checkbox"/> | 13.4  | Promotional Items (宣傳物品)  |
| <input type="checkbox"/> | 13.5  | Reference Book/ Reference Report & Publication (參考書/ 參考報告及刊物)           |
| <input type="checkbox"/> | 13.6  | Seasonal Decoration (節慶裝飾)  |
| <input type="checkbox"/> | 13.7  | Souvenir (紀念品)  |
| <input type="checkbox"/> | 13.8  | Sports Equipment (適體健器材)  |
| <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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### 建造業議會一般供應商名單申請表

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

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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)

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

### 建造業議會一般供應商名單申請表

#### PART V - CERTIFICATION 第五部 - 證明

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

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

##### (ii) Declaration 聲明

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

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

本人謹代表上述公司，申請登記成為建造業議會一般供應商。



(Space for company chop)  
(公司印鑑)

Signature:

簽署：\_\_\_\_\_

Name in block letters:

姓名(正楷)：\_\_\_\_\_

Designation:

職銜：\_\_\_\_\_

Date:

日期：\_\_\_\_\_

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

### 建造業議會一般供應商名單申請表

#### DOCUMENT CHECKLIST 文件核對表

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

##### Type 1 - Supplier (類別一 - 供應商)

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

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

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

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

注意事項：請在欄內方格加上「✓」號以示已附上該文件。

Tender Documents  
for  
Provision of Technical Service  
for  
Construction Sector Imported Labour Quarters  
of  
Construction Industry Council

**Employer**

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

**April 2025**

**Provision of Technical Service**  
**for Construction Sector Imported Labour Quarters of**  
**Construction Industry Council**

**List of Tender Documents**

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Appendix E – Tender Evaluation Procedures and Criteria	CT-27
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3. Special Conditions of Tender	SCT-1 to SCT-2
4. Assignment Brief	AB-1 to AB-19
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  
Provision of Technical Service  
for  
Construction Sector Imported Labour Quarters  
of  
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;
  - e) Memorandum of Agreement;
  - f) General Conditions of Contract;
  - g) Contractor's Safety Requirements; and
  - 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 Provision of Technical Service for Construction Sector Imported Labour Quarters of Construction Industry Council. Further details are given in the **Assignment Brief**.
- 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 TWO (2) working days to submit such requested information. Any clarification made shall be at the tenderer's own cost and expense.

## 4 Completion of Tender

- 4.1 The tenderer is required to submit all information specified in **Appendix A** of the Conditions of Tender with his tender. In addition, the tenderer shall submit with his tender a duly signed and witnessed letter in the form set out in **Appendix B** of the Conditions of Tender. Should the tenderer fail to submit this letter with his tender, his tender will 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**.
- 4.4 The tenderer must submit his offer in Hong Kong Dollars. **OFFERS SUBMITTED IN OTHER CURRENCIES SHALL NOT BE CONSIDERED.**
  - a) The tenderer is required to submit the completed **Form of Tender as per Appendix C** of the Conditions of Tender.
  - b) In addition, the tenderer is required to submit **the Fee Proposal** using the prescribed form provided in **Appendix D** of the Conditions of Tender. There shall be no adjustment for any price fluctuations; and
  - c) The tenderer should ensure that the fee quoted is sufficient before submitting the tender. Under no circumstances will the CIC accept any change of quoted lump sum fee on the ground that a mistake has been made in the tender price.
- 4.5 A two-envelope approach is adopted for tender submission, i.e. the tenderers should submit all information specified in **Appendix A** of the Condition of Tender and the letter annexed in **Appendix B** and mentioned in Clause 4.28 of the Conditions of Tender (collectively known as "technical proposal") in one envelope and the completed Form of Tender using the prescribed form provided in **Appendix C** of the Conditions of Tender and the Fee Proposal using the prescribed form provided in **Appendix D** of the Conditions of Tender (collectively known as "fee proposal") in a separate envelope. Failure to do so will render the tender void.
- 4.6 The tenderer shall submit **ONE (1)** hard copy and corresponding files in electronic form (e.g. in MS Word / MS Excel / PDF format) stored in an electronic medium (e.g.: 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 the tender title. In the event of discrepancies between the original and the 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 23 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 tender 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 and its subsidiary 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' 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 is invited to attend a 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 days 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 how 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 detailed approach to fulfill the objectives described in the Assignment Brief and its Annexes and an outline programme for completing the assignment, and all technical submission shall be assessed in accordance with pre-set assessment criteria listed specified in **Appendix E** of the Conditions of Tender. 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 30 minutes, including a 15-minute question and answer 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](mailto:kelvinlee@cic.hk)

## APPENDIX A – Details for Submission of Tender

**To be included  
in  
Technical Proposal**

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

The Items marked as ‘Mandatory Requirements’ are particulars that MUST be submitted under the Technical Proposal. In the event that a tenderer does not meet the mandatory requirements in the tender submission, his tender may not be considered for tender evaluation.

### 1. Tenderer’s Company Profile, Track Record and Project Reference

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

- (a) Company profile, background and expertise, the tenderer MUST be a Registered Electrical Contractors (REC) **[Mandatory Requirements]**
- (b) 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 1.1c below.
- (c) Submit a list of **relevant project references** in the following format with support of copies of job references or recommendation letters from previous clients.

	Name of your Client / Organization		
Scope of Works			
Project Type (Scale and complexities)			
Organisation Type Involved		Involved Stakeholders Type	
Project Cost		Project Duration	
Completion Date			

- 1.2 In case the tenderer is unable to disclose track record and project references due to the signing of confidentiality agreements with his 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 where appropriate this information to the Assessment Panel during the tender interview.

## **2. Tenderer's Staff Resources**

### **2.1 Organisation of the Proposed Project Team**

- (a) The tenderer shall submit:
- (i) The composition and organization of proposed project team with qualifications, experience and capability of team members in carrying out similar works .
  - (ii) Sub-contractors' profile, background and expertise if applicable.
  - (iii) An Organization Chart indicating the proposed project team's structure and strength of the proposed project team. The project team shall include members and all sub-contractors who have experience in supplying the Deliverables as outlined in the Assignment Brief and its Annexes, in particular the Contract Manager, Safety Officer, Technical Support Supervisor, Technician(s), on-call Technician and other Technical / Field Staff / Safety Staff as stated in Section 6 of the Assignment Brief.

### **2.2 Qualifications and Experience of the Proposed Project Team Members**

- (a) The project team members shall possess the required Qualifications, Professional Knowledge, Competence and Relevant Experience in the provision of the scope of services and supplying the Deliverables as outlined in the Assignment Brief.
- (b) The project team proposed in the tender submission shall form part of the Agreement. The tenderer shall provide details including but not limited to the following information of the proposed project team members in the tender submission:
- (i) Name
  - (ii) Post/Title in this Project
  - (iii) Core Team or Supporting Team Member (Yes/No)
  - (iv) Language (Cantonese/Putonghua/English)
  - (v) Repair and Maintenance knowledge and Years of Relevant Experience
  - (vi) Qualifications
  - (vii) Duties, Responsibilities and strengths in the Assignment
- (c) As specified in Section 6.4 of the Assignment Brief, the tenderer shall provide the following contract manager/safety officer/technical support supervisor/ technicians as Full-time employees to carry out planned maintenance, repair & emergency maintenance and technical support onsite, the Works including administration and supervision. The tenderer is required to submit a summary of the proposed team members by adhering



to the submission format as detailed at the table below:-

Position	Name	Qualification	Relevant Experience	Duties and Responsibilities in the Assignment
Contract Manager				
Safety Officer				
Technical Support Supervisor				
Technicians				

### 3. Methodology and Approach

- 3.1 The tenderer is required to submit a methodology and approach to demonstrate his capabilities in fulfilling the repair and maintenance approach and technical requirements and to present all deliverables outlined in the Assignment Brief :

#### (a) Method Statement

**The tenderer is required to submit the method statement including, as a minimum, the following aspects:-**

- (i) Tenderer's method of complying with the requirements of Section 5 of the Assignment Brief regarding the response times for Emergency Works including how he/she will mobilize additional equipment and resources to deal with such orders. The tenderer shall also state the philosophy he will apply to cope with fluctuation workload.
- (ii) A mobilization, recruitment and training programme of contractor's staff to meet the specified requirements for Pre-commencement familiarization of the maintenance of the Works.
- (iii) Details of the tenderer's proposed mobilization of labour and equipment including tenderer's method to recruit trained staff to obtain training for its staff.

**(b) Works Implementation Plan**

The tenderer is required to submit an implementation plan in order to demonstrate a full understanding of the Assignment Brief, the works implementation plan, should include but not limited to, the followings:-

- (i) Access to the Site for materials delivery;
- (ii) Noise, vibration and dust control during the Works to minimize disruption;
- (iii) Approach to the Completion of the Works timely; and
- (iv) Site Waste Management Plan

**(c) Health and Safety Plan**

The Tenderer shall include the following: -

- (i) An Outline Health & Safety Plan contains sufficient information to demonstrate the tenderer's proposals for achieving effective and efficient health & safety procedures.
- (ii) Nominations with CV's of personnel to be responsible for implementing the Health and Safety Policy.
- (iii) A diagram showing reporting responsibilities and method by which any conflicts of interest between Health and Safety and other project objectives and restrictions will be resolved.
- (iv) Accident statistics covering a period of two years to date, inclusive of subcontracted labour with the method of calculation and definitions clearly shown.

**(d) Works Quality Assurance Plan**

The tenderer shall include, as a minimum, the following in the plan:-

- (i) Submit the Quality Assurance Plan including company policy, organizational structure, responsibilities of employees, quality control system to ensure the works completed in a high-quality manner.

- 3.2 The tender shall refer to the other requirements laid down in the Assignment Brief of the tender document.

#### 4. Documents and Information to be submitted for the Technical Proposal

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

Particulars	Reference
<b>Technical Proposal</b>	
<b>1. Tenderer's Company Profile, Track Record and Project Reference</b>	Conditions of Tender, Appendix A Clause 1.1 to 1.2
<b>2. Tenderer's Staff Resources</b>	Conditions of Tender, Appendix A Clause 2.1 to 2.2
<b>3. Methodology and Approach</b> to (i) fulfill the technical requirements and (ii) deliver all deliverables outlined in the Assignment Brief (a) Method Statement (b) Works Implementation Plan (c) Health and Safety Plan (d) Works Quality Assurance Plan	Conditions of Tender, Appendix A Clause 3.1 to 3.2
<b>4. A duly completed Standard Letter for complying with Anti-Collusion Clause</b>	Conditions of Tender, Appendix B
<b>5. All documents mentioned in the Technical Assessment Marking Scheme</b>	Conditions of Tender, Appendix E
<b>6. Documents to be submitted include:</b> (i) Statements of Convictions or No Convictions under Cap. 57, Cap. 59, Cap. 115 and Cap. 509 over the past 5 years (as of the tender closing date) (ii) Copy of certificate of Electrical Contractor Registration	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 (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.”

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

**To be included  
in  
Technical Proposal**

To: Construction Industry Council (CIC)

Date:

Dear Sir/Madam,

Tender Ref: (595) in P/AE/PUR/AGC

Tender Title: Provision of Technical Service for Construction Sector Imported Labour Quarters of the Construction Industry Council

\*[I/We],  
[(  
name of the tenderer  
)] of  
(  
address of the tenderer  
)<sup>1</sup>,

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

[ ]<sup>2</sup>:

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 authorized to sign CIC contracts on behalf of that person or as the case may be company.

## APPENDIX C – Form of Tender

**To be included  
in  
Fee Proposal**

FORM OF TENDER  
FOR  
PROVISION OF TECHNICAL SERVICE FOR  
CONSTRUCTION SECTOR IMPORTED LABOUR QUARTERS  
OF 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, 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, 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 service commencement 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 Contract.
2. We agree to abide by this tender and not to withdraw it for a period of 120 days from the date fixed for receiving it and including that date and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
3. Unless and until a formal agreement is prepared and executed, this tender together with your written acceptance thereof subject to the provisions of Clause 2 hereof shall constitute a binding Contract between us.
4. We understand that you are not bound to accept the lowest or any tender you may receive.

Signature \_\_\_\_\_

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

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

\_\_\_\_\_  
Registered Address of the Firm

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Address

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Date

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

Name of Partner(s)

Residential Address of Partner(s)

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

## APPENDIX D – Fee Proposal

**To be included  
in  
Fee Proposal**

FEE PROPOSAL  
FOR THE  
PROVISION OF TECHNICAL SERVICE FOR  
CONSTRUCTION SECTOR IMPORTED LABOUR QUARTERS  
OF CONSTRUCTION INDUSTRY COUNCIL

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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.

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**

#### **A. Base scope of Technical Service for Construction Sector Imported Labour Quarters for 2,001 to 3,000 Residents**

**Table 1 - Detailed breakdown of tender price (Base scope)**

Item	Description of Deliverables	Qty	Service Period (Month)	Monthly Rate (HK\$)	Total Amount (HK\$)
		(A)	(B)	(C)	(D) = A*B*C
Technical Service for Construction Sector Imported Labour Quarters for 2,001 to 3,000 Residents					
a	From Mondays to Sundays including public holidays (09:00-18:00) Technical Support Supervisor*: 1 no.	1	24		
b	From Mondays to Sundays including public holidays (07:00-15:00) Technician*: 2 nos.	1	24		
c	From Mondays to Sundays including public holidays (15:00-23:00) Technician*: 2 nos.	1	24		
d	From Mondays to Sundays including public holidays (23:00-7:00), 2 times per month On-call Technician*: 1 no.	1	24		
Total Amount of Base scope:					

**Remarks:**

**(1) The total quoted amount shall only cover services and deliverables required and mentioned in the Assignment Brief.**

**(2) The Total Amount of Base scope submitted on Table 1 above shall be carried forward as the Lump Sum Fee of Appendix C – Form of Tender and Appendix D – Fee Proposal.**

**(3) The total quoted amount must include all expenses for the management and supervision provided by the contractor's management team (i.e., contract manager, safety officer), as well as costs for employee uniforms, tools, machinery, overhead, profit, benefits, MPF, insurance required for technical services, and transitional arrangement.**

**\*The manpower requirement for the base scope can be referred to Section 6 of the Assignment Brief.**

**The actual contract fee charged will be based on the actual manpower deployed for the period. Any proposed changes in tier deployment must first seek endorsement from the CIC.**

**The manpower requirement will be adjusted to a specified number of staff at different occupancy rates. The service fees to be charged will be based on the actual manpower deployed for the period and according to the unit rate specified in the Table 2 of the Schedule of Rate.**

**These adjustments in staffing levels should align with actual occupancy and operational needs to achieve optimal operational and cost efficiency. Any changes in manpower deployment must first seek endorsement from the CIC.**

## **B. Contract Rate of Provision of Technical Service for Construction Sector Imported Labour Quarters**

All services and deliverables quote at below section will serve as the **contract rate** and shall be referred for the use of adjustment to services and deliverables with written confirmation from CIC. The final fees for any services and deliverables shall be based on the below monthly rates and months involved on a pro-rata basis.

CIC's decision on the operation of required number of service and deliverables for the project and quantity of manpower involved shall not affect the Contractor's role and responsibility for the project.

For the avoidance of doubt, Contractor has no right to claim any loss of profit for the project. CIC has absolute and final right to determine whether these adjustment to services and deliverables subject to operation needs shall be carried out within the contract period.

**Table 2 – Proposed Unit Rates for Manpower Resources**

Item	Description of Deliverables	Qty	Unit Rate (HK\$)
		(A)	(B)
<b>Unit Rates for Manpower Resources</b>			
The manpower requirement will be adjusted to a specified number of staff at different occupancy rates. The service fees to be charged will be based on the actual manpower deployed for the period and according to the unit rate specified as follow.			
<b><u>The rate quote at following table (Item a-e) SHALL align with the composition of the fee of Table 1.</u></b>			
a	From Mondays to Sundays including public holidays (09:00-18:00) Technical Support Supervisor	1 Month	
b	From Mondays to Sundays including public holidays (07:00-15:00) Technician	1 Month	
c	From Mondays to Sundays including public holidays (15:00-23:00) Technician	1 Month	
d	From Mondays to Sundays including public holidays (23:00-7:00), 2 times per month On-call technician	1 Month	
e	From Mondays to Sundays including public holidays (23:00-7:00) Additional on-call technician support	1 Job	

### C. Renewal Rate of for Construction Sector Imported Labour Quarters

The contract period is initially set for a fixed term period of TWO (2) years commencing from the date as described in the Assignment Brief and is renewable for another ONE (1) year upon expiry of the initial Contract Period. Renewal of contract shall be subject to further discretion of CIC.

### For Renewal of Contract of Technical Service for Construction Sector Imported Labour Quarters for 2,001 to 3,000 Residents

**Table 3 - Detailed breakdown of tender price for Renewal of Contract**

Item	Description of Deliverables	Qty	Service Period (Month)	Monthly Rate (HK\$)	Total Amount (HK\$)
		(A)	(B)	(C)	(D) = A*B*C
Technical Service for Construction Sector Imported Labour Quarters for 2,001 to 3,000 Residents					
a	From Mondays to Sundays including public holidays (09:00-18:00) Technical Support Supervisor*: 1 no.	1	12		
b	From Mondays to Sundays including public holidays (07:00-15:00) Technician*: 2 nos.	1	12		
c	From Mondays to Sundays including public holidays (15:00-23:00) Technician*: 2 nos.	1	12		
d	From Mondays to Sundays including public holidays (23:00-7:00), 2 times per month On-call Technician*: 1 no.	1	12		
Total Amount for Renewal of Contract:					
<b>Remarks:</b> <b>(1) The total quoted amount shall only cover services and deliverables required and mentioned in the Assignment Brief and its Annexes for contract renewal.</b>  <b>(2) The total quoted amount must include all expenses for the management and supervision provided by the contractor's management team (i.e., contract manager, safety officer), as well as costs for employee uniforms, tools, machinery, overhead, profit, benefits, MPF, insurance required for technical services, and transitional arrangement.</b>  <b>*The manpower requirement for the renewal of contract can be referred to the base scope requirement as mentioned on Section 6.4 of the Assignment Brief.</b>  <b>The actual contract fee charged will be based on the actual manpower deployed for the period. Any proposed changes in tier deployment must first seek endorsement from the CIC.</b>  <b>The manpower requirement will be adjusted to a specified number of staff at different occupancy rates. The service fees to be charged will be based on the actual manpower deployed for the period and according to the unit rate specified in the Table 5 of the Schedule of Rate.</b>					

**These adjustments in staffing levels should align with actual occupancy and operational needs to achieve optimal operational and cost efficiency. Any changes in manpower deployment must first seek endorsement from the CIC.**

#### **D. Contract Rate of Technical Service for Construction Sector Imported Labour Quarters for Contract Renewal Period**

All services and deliverables quote at below section will serve as the **contract rate** and shall be referred for the use of adjustment to services and deliverables with written confirmation from CIC. The final fees for any services and deliverables shall be based on the below monthly rates and months involved on a pro-rata basis.

CIC's decision on the operation of required number of service and deliverables for the project and quantity of manpower involved shall not affect the Contractor's role and responsibility for the project.

For the avoidance of doubt, Contractor has no right to claim any loss of profit for the project. CIC has absolute and final right to determine whether these adjustment to services and deliverables subject to operation needs shall be carried out within the contract period.

**Table 4 – Proposed Unit Rates for Manpower Resources for Contract Renewal Period**

Item	Description of Deliverables	Qty	Unit Rate (HK\$)
		(A)	(B)
<b>Unit Rates for Manpower Resources for Contract Renewal Period</b> The manpower requirement will be adjusted to a specified number of staff at different occupancy rates. The service fees to be charged will be based on the actual manpower deployed for the period and according to the unit rate specified as follow.			
<b><u>The rate quote at following table (Item a-e) SHALL align with the composition of the fee of Table 3.</u></b>			
a	From Mondays to Sundays including public holidays (09:00-18:00) Technical Support Supervisor	1 Month	
b	From Mondays to Sundays including public holidays (07:00-15:00) Technician	1 Month	
c	From Mondays to Sundays including public holidays (15:00-23:00) Technician	1 Month	
d	From Mondays to Sundays including public holidays (23:00-7:00), 2 times per month On-call technician	1 Month	
e	From Mondays to Sundays including public holidays (23:00-7:00) Additional on-call technician support	1 Job	

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 seek CIC prior written approval before engagement of services and the Contractor shall submit a monthly summary of payable items first and obtain approval from CIC in advance, and attach invoices of the Services procured via these third parties. 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 Services.
Date for Completion	Completion of Technical Service – TWENTY-FOUR [24] months from the Date of Commencement for Technical Service

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

Signature of Person Authorized  
to Sign for the Proposal\* : \_\_\_\_\_  
(with company chop)

Address \_\_\_\_\_

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

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

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

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

### **1. INTRODUCTION**

- 1.1 A two-envelope approach is adopted for tender submission, i.e. Tenderer should submit the technical proposal including all information specified in **Appendix A of the Conditions of Tender** and the letter annexed in **Appendix B** and mentioned in Clause 4.28 of the Conditions of Tender in one envelope and the fee proposal comprising the completed Form of Tender using the prescribed form provided in **Appendix C of the Conditions of Tender** and the Fee Proposal using the prescribed form provided in **Appendix D of the Conditions of Tender** in a separate envelope. Fee proposal would only be opened after the technical assessment is completed subject to Clause 1.4 below.
- 1.2 A marking scheme as described below will be used for evaluating the tenders. Tender proposals shall be evaluated based on two separate aspects, namely the technical assessment and the fee assessment.
- 1.3 The pre-determined weighting 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 below 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 (%)
<b>Assessment will be based on the following criteria: -</b>		
1. Tenderer's Company Profile, Track Record and Project Reference  The following sub-criteria shall be considered: (a) Job reference of the Tenderer in carrying out project of similar nature and scale in the past FIVE (5) years (20%)		<b>20%</b>
2. Tenderer's Staff Resources  The following sub-criteria shall be considered: (a) Organization of Proposed Project Team (15%) (b) Qualification, Experience and Capability of Proposed Project Team (15%)		<b>30%</b>
3. Methodology and Approach and Requirements to fulfil the objectives and carry out and complete all the tasks described in the Assignment Brief  The following sub-criteria shall be considered: (a) Method Statement (10%) (b) Works Implementation Plan (10%) (c) Health and Safety Plan (10%) (d) Works Quality Assurance Plan (10%)		<b>40%</b>
4. Tenderer's Performance in CIC's Past Projects		<b>10%</b>
<b>Total</b>		<b>100%</b>

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

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

### **3. FEE EVALUATION**

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

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

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

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

## APPENDIX F – Reply Slip for Declining Bid

With reference to your tender invitation (Tender Reference: (595) in P/AE/PUR/AGC, Closing Date: 23 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 email: [kelvinlee@cic.hk](mailto:kelvinlee@cic.hk) or fax no: 2100 9439 no later than 12:00 p.m. on 23 May 2025.
- 2) Please contact Mr. Kelvin LEE at Tele: 2100-9425 or email: [kelvinlee@cic.hk](mailto: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 Provision of Technical Service for Construction Sector Imported Labour Quarters for Construction Industry Council at 9:00 a.m. on 2 May 2025 at 61 Castle Peak Road, Tam Mi, Yuen Long, Hong Kong.

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

Note:

1. Each Tenderer shall register three attendees at most.
2. Please return the completed reply slip [kelvinlee@cic.hk](mailto:kelvinlee@cic.hk) or fax no: 2100 9439 no later than 5:00 p.m. on 30 April 2025.
3. Please contact Mr. Kelvin LEE at Tele: 2100-9425 or email: [kelvinlee@cic.hk](mailto:kelvinlee@cic.hk) for any enquiry.

**Special Conditions of Tender**

**for**

**Provision of Technical Service**

**for**

**Construction Sector Imported Labour Quarters**

**of**

**the Construction Industry Council**

April 2025

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**To be included  
in  
Technical Proposal**

### **Special Conditions of Tender**

#### **1. Statement of Convictions or No Convictions**

- 1.1 For the FIVE (5) years period prior to the closing date set for receipt of tenders, we  
\*do not have any / have the following conviction with respect to the offences under  
the following Ordinances: Cap 57, Cap 59, Cap 115 and Cap. 509 in relation to our  
performance in any Government or private contract.

Please provide details of offence, if any, in the below table:

Date of Offence	Particulars of Offence	Date of Conviction	Offence/ Regulation Breach	Conviction and Date when Appeal / Review is expected to be heard

(Use separate sheets if required.)

- 1.2 We hereby declare that all information given above and additional sheets, if any,  
attached hereto are true and correct.
- 1.3 We hereby authorize the CIC to obtain information from all Government  
departments and give consent to the Government departments concerned to release  
and provide the documents or information in relation to any of our conviction of  
offences under the Ordinances stated above for the purposes of assessment of our  
tender in this tender evaluation and subsequent management of the Contract.

Authorised Signature & Company Chop:

\_\_\_\_\_

Name of Person Authorized to Sign:  
(in Block Letters)

\_\_\_\_\_

Name of Tenderer in English

\_\_\_\_\_

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

(\* Please delete as appropriate)

## **2. Registered Electrical Contractors (REC)**

- 2.1 The tenderer must **submit a copy of valid Registered Electrical Contractors certificate** showing the registered number and the date of expiry of registration.



**Assignment Brief**  
**of**  
**Provision of Technical Service**  
**for**  
**Construction Sector Imported Labour Quarters of**  
**Construction Industry Council**

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## **Assignment Brief**

### **Provision of Technical Service for Construction Sector Imported Labour Quarters of Construction Industry Council**

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## **1. Background**

- 1.1 The Isolation Center at 61 Castle Peak Road Tam Mi, Yuen Long, was one of the first 6 community isolation facilities (CIFs) handed over to the HKSAR Government in March 2022 with support from the Mainland. As authorities lifted the isolation order for COVID-19 patients at the end of January 2023, CIFs were closed after accomplishing their anti-pandemic mission.
- 1.2 On 13 June 2023, the Chief Executive-in-Council approved the introduction of the Labour Importation Scheme for the Construction Sector (“the Scheme”) under section 14(3) of the Employees Retraining Ordinance (Cap.423) to address the acute manpower shortage faced by the construction industry.
- 1.3 Taking into account the housing shortage in Hong Kong, imported construction workers / technicians under the scheme are required to reside on designated premises. The Construction Industry Council (“CIC”) is commissioned by the authorities to convert the CIF at 61 Castle Peak Road Tam Mi, Yuen Long, into Construction Sector Imported Labour Quarters (“CSILQ”).
- 1.4 Covering 10 hectares of land, the CIF at 61 Castle Peak Road Tam Mi, Yuen Long, is made up of two thousands of cubicles with standard furniture designed for occupancy. By repurposing these ready-made units into a sustainable community, the area is now able to provide accommodation for up to 7,000 imported workers.
- 1.5 Conversion and adaptation works were completed in September 2023, and CSILQ is resided by around 3,000 imported construction workers as of the fourth quarter of 2024.
- 1.6 CSILQ is divided into 14 zones. Each zone houses 380 – 730 imported workers with shared toilets and bathrooms with shower facilities, pantries and common areas.
- 1.7 The major facilities at CSILQ include:
  - 1.7.1 Major Indoor Facilities
    - (a) Approximately two hundred and thirty-five (235) triple rooms/ cubicles (18 m<sup>2</sup> each)
    - (b) Approximately one thousand six hundred and twelve (1,612) quadruple rooms/ cubicles (18 m<sup>2</sup> each)

- (c) Two (2) multi-purpose rooms (180 m<sup>2</sup> each)
- (d) Eight (8) common rooms (4 of 144 m<sup>2</sup> & 4 of 180 m<sup>2</sup>)
- (e) Four (4) dining halls (144 m<sup>2</sup> each)
- (f) Fourteen (14) pantries (18 m<sup>2</sup> each)
- (g) Fourteen (14) laundry rooms (18 m<sup>2</sup> each)
- (h) One-hundred and Forty-one (141) lavatory units and Two-hundred and Thirty-eight 238 Shower Units (18 m<sup>2</sup> each)
- (i) Fourteen (14) security offices (18 m<sup>2</sup> each)
- (j) Four (4) first-aid rooms (18 m<sup>2</sup> each)

#### 1.7.2 Outdoor Facilities

- (a) Four (4) outdoor open space (180 m<sup>2</sup> each)
- (b) Two (2) standard basketball courts
- (c) Three (3) carparks with a total of twenty-seven (27) parking spots for coaches

#### 1.7.3 Operating hours of different facilities are listed as follows:

##### Dormitory Cubicle

- Light-out at 11:00 p.m. (Everyday)

##### Pantries, Shared Toilets & Bathrooms & First-Aid Rooms

- 24 hours a day, 7 days a week (24/7)

##### Multi-Purpose Rooms, Common Rooms, Dining Halls & Laundry Rooms

- 6:00 a.m. – 11:00 p.m. (Mondays to Sundays)

##### Staff Offices

- 24 hours a day, 7 days a week (24/7)

## 2. **Objectives**

2.1 To support and manage the ongoing operations of CSILQ as housing facilities for a community of up to 7,000 imported construction workers, CIC or its subsidiary managing CSILQ (“CIC or its subsidiary”) is seeking to engage a contractor (the “Contractor”) to undertake the technical services.

2.2 To provide high quality of works, to complete the Works within the agreed schedule and cost according to the Schedule of Rates (SOR), and in compliance with all relevant statutory requirements as laid down by the regulatory bodies such as the Electrical and Mechanical Services Department, Buildings Departments, Fire Services Department, Water Supplies Department, Drainage Services Department, Labour Department, Environmental Protection Department, etc..

- 2.3 To provide a 24-hour Emergency Call Service to receive maintenance request calls from CSILQ to contractor, and compile the maintenance log record for review by the CIC or its subsidiary.
- 2.4 To carry out the assigned routine inspection & maintenance and complete the Works instructed under Works issued by CSILQ in a safe manner in accordance with the safety guidelines as laid down by the CIC or its subsidiary.
- 2.5 To organize and coordinate with different parties to complete the Works including the end-users, sub-contractors, and other contractors appointed by the CIC or its subsidiary.

### **3. Contract Period**

- 3.1 The Contractor shall provide Technical Service for CSILQ initially for a fixed term period of two (2) years commencing from 1 October 2025, and is renewable for another One (1) year from 1 October 2027 upon expiry of the initial Contract subject to the following circumstances:
- 3.2 The Labour Importation Scheme for the Construction Sector shall remain in effect;
- 3.3 The Services provided by the Contractor complies with CIC or its subsidiary's requirements;
- 3.4 CIC or its subsidiary is satisfied with the Services provided by the Contractor in the initial Contract Period;
- 3.5 The quoted prices shall remain fixed throughout the renewal period; and
- 3.6 Mutual agreement is reached between CIC or its subsidiary and the Contractor.

### **4. Scope of Services**

Technical Services shall include but not limited to the following:

- 4.1 Maintaining and keeping (including boundary and security fences belonging thereto) the building fabric, all systems and equipment, materials and inventory items provided by CIC or its subsidiary in good repair, fair wear and tear condition, and replace when necessary to meet the highest standard of public safety;
- 4.2 Handling service/ maintenance requests, scheduling repairs, conducting regular property inspections, streamlining processes so that tasks can be

completed in a uniform, efficient and effective manner;

- 4.3 Providing minor and general day-to-day handyman, repair and maintenance services and coordinate and monitor the maintenance/replacement/rectification for the works below:
- 4.4 Collaborating with CIC or its subsidiary for regularly inspecting and monitoring E&M repair and maintenance works in accordance with the maintenance list;
- 4.5 Monitoring the list of maintenance service contracts managed by CIC or its subsidiary for the facility, building services systems, equipment and open landscape area to ensure all complying with the statutory requirements, i.e. statutory licences and certificates;
- 4.6 Liaising and coordinating with relevant contractors, either appointed by CIC or its subsidiary or by the Contractor themselves, in the delivery of the Services, ensuring fulfilment of the scope of maintenance services covered under each maintenance service contract and supervise repair/replacement/rectification works as required;
- 4.7 Reporting to CIC or its subsidiary any urgent repair, replacement or rectification works required and contact relevant contractors/sub-contractors to arrange for repairs, replacement, cleaning etc., and reporting on the follow-up actions taken and works implemented within twenty-four (24) hours of reporting the event/incident;

## **5. Technical Services – Job Specifications**

- 5.1 The Contractor shall be responsible for the provision of Technicians for routine and project technical supports on Site with details as below, with basic tools provided by CSILQ:

### **5.1.1 General Responsibilities**

- Responsible for daily repair and maintenance of all facilities, building elements, equipment, and furniture at the CSILQ as assigned by the CIC or its subsidiary.

### **5.1.2 Minor Repair Works**

- Handle and carry out minor repair works, including:
- Minor patching, replacing, or restoring damaged materials and fixtures.
- Examples include lighting, minor painting, and manual ironmongeries for doors, cabinets, and drawers.
- Removal of imminent damage to the public on a small scale.

Definition of 'Minor': Tasks that involve limited scope, scale, and complexity, requiring minimal resources and time to complete without compromising safety or functionality.

### **5.1.3 E&M Services**

- Perform routine servicing of HVAC systems (split-type units), including:
  - Filter changes, coil cleaning, and checking/refilling refrigerant levels.
- Conduct routine maintenance on plumbing systems, checking for leaks, clogs, and other issues.
- Utilize appropriate tools to clear clogs and maintain drainage functionality.
- Maintain electrical installations, including lighting, outlets, circuit breakers, and other accessories.
- Understand fire service equipment and systems to provide immediate technical support.
- Respond promptly to emergency repair requests, including electrical failures, air conditioning breakdowns, and plumbing issues.

### **5.1.4 Builders' Work**

- Conduct regular inspections of building structures (walls, ceilings, and floors) to identify wear, damage, or deterioration.
- Perform minor repairs and renovations to enhance building safety as requested by the client.
- Repair structural components, including patching holes, fixing cracks, and replacing damaged parts.
- Repair or replace damaged doors, windows, and locks.
- Carry out painting and finishing work to maintain the appearance of surfaces as necessary.
- Inspect and maintain flooring materials, including cleaning, polishing, and replacing damaged tiles, carpets, or floorboards.
- Repair or replace hardware, such as hinges, handles, and locks as necessary.
- To repair the defective floor in the specified area, repairs shall be carried out using the materials and methods specified by CSILQ.

### **5.1.5 Coordination**

- Coordinate with and monitor other contractors for repair, maintenance, and project works.

### **5.1.6 Support Services**

- Assist in moving furniture and equipment upon request by the CIC or its subsidiary.
- Support event setup and daily operations as needed.

#### **5.1.7 Multimedia Support**

- Monitor multimedia facilities and handle minor troubleshooting on PCs, multimedia, and AV devices. Set up AV upon request.
- Coordinate with contractors for minor multimedia content updates.

#### **5.1.8 Maintenance Request Logs**

- Submit monthly maintenance request logs to the CIC for review. The log format must be designed by the Contractor and approved by the CIC prior to implementation.

#### **5.1.9 Additional Duties**

- Perform other duties as requested by representatives of the CIC or its subsidiary.

#### **5.1.10 Technical Support Supervisor Responsibilities**

- Expedite procurement of necessary parts and draft assignment briefs for tenders or quotations.
- Oversee project timelines, ensure safety compliance, coordinate with vendors, and guide Technicians to enhance performance.
- Attend weekly meetings organized by the CIC or its subsidiary to address technical projects and maintenance issues.

### **6. Contractor Requirements**

#### **6.1 Uniforms and Equipment:**

- 6.1.1 The Contractor shall provide their company uniform to the nominated On-site technical staff as identification for the Works. They should behave themselves, look fresh, neat and tidy at all times. They can only dye their hair black.
- 6.1.2 The Contractor shall provide a smart mobile phone to the nominated Onsite Technicians for the CSILQ's easy contact and daily operations.
- 6.1.3 CIC and/or its subsidiary will review the uniforms and the equipment of the Technical staff members on a regular basis and make suggestions to meet daily operational needs. The Contractor must oblige to follow the suggestions.

#### **6.2 Supervision and Discipline:**

- 6.2.1 All workmen shall wear clean uniform with Contractor's badge and carry the Company identity card bearing the employee's photograph whilst on duty.



- a) Enter any area other than those necessary for the performance of the Works;
- b) Cause damage to any property;
- c) Gambling;
- d) Commit any criminal offence;
- e) Consume alcoholic beverage;
- f) Fight and/or quarrel;
- g) Use foul languages;
- h) Behave in a manner likely to endanger himself or any other person or cause damage to any property; and
- i) Fail to wear uniform and Company ID card whilst on duty.

6.2.2 The Contractor should submit CVs of the proposed candidates at least TWO (2) weeks before deployment. Separate approval from the CIC should be obtained for any subsequent changes of staff.

6.2.3 The CIC reserves its rights to disapprove the deployment of unqualified candidate(s) and make recommendation to the Contractor. The CIC shall liaise with the awarded Contractor for employment of the existing Onsite Technician(s) whom the CIC considers performing well.

6.2.4 The CIC reserves its right to terminate the deployed Onsite Technicians and Relievers who violates the rules or are unable to meet the satisfactory performance standard of the CIC without any conditions. The Contractor shall arrange a replacement within TWO (2) working days by a competent substitute. The CIC reserves its rights to terminate the contract if the competent substitute is not acceptable.

### **6.3 License Requirements**

6.3.1 The Contractor MUST be a Registered Electrical Contractors (REC) and shall comply with all relevant statutory requirements of the HKSAR.

6.3.2 The Contractor shall provide qualified and experienced Onsite Technicians for the purpose of this Contract. The Onsite Technicians must be holders of a valid Grade A or above registered electrical worker under EMSD registration and a valid certificate of Mandatory Basic Safety Training (generally known as "Green Card"), and Construction Workers Registration Card.

### **6.4 Management Requirements**

6.4.1 At least one (1) Technical Support Supervisor on duty from 09:00 to 18:00 Mondays to Sundays including public holidays, which may be adjusted

for operational needs. The supervisor will expedite procurement of the necessary parts and works by drafting assignment briefs for tender or quotation invitations. They will oversee project timelines, ensure safety compliance, coordinate with vendors, and provide guidance to Technical Support Officers, thereby improving their overall output.

- 6.4.2 At least two (2) Technician per shift are required for two (2) 8-hours a shift covering 07:00 - 23:00 operations and at least one (1) Technician per shift is needed for on-call support during one (1) 8-hours shift covering 23:00 - 07:00 overnight operations Mondays to Sundays including public holidays, which may be adjusted for operational needs.
- 6.4.3 At least one (1) Technician is needed for on-call support during 23:00 - 07:00 overnight operations, Mondays to Sundays including public holidays, the technician must be available to arrive at the scene within 45 minutes during special occasions or emergencies. The service contractor is obligated to provide this on-call support service twice per month. For any additional on-call instances beyond this requirement, compensation will be calculated based on the number of calls received and the agreed unit rate.
- 6.4.4 All Technicians must be registered electrical workers (Grade A) and possess relevant health and safety certifications. They will be responsible for providing technical support in the daily operations and monitoring of all facilities, systems, and equipment in CSILQ, as well as performing hands-on support for day-to-day repairs and maintenance as required.
- 6.4.5 The contractor shall maintain a dedicated telephone number that is reachable 24 hours a day, 7 days a week, to receive emergency calls from CSILQ. The contractor shall ensure that adequate personnel are available to respond promptly to all emergency communications received on this number.

## **6.5 Supporting Team from Headquarters**

### **6.5.1 Contract Manager**

The Contractor should assign a qualified employee from headquarter to serve as the Contract Manager, fully responsible for overall contractual, managerial, technical, safety and co-ordination matters who shall possess the following minimum qualifications and experiences: -

- (a) Preferably a Corporate Member of HKIE in Civil, Structure, Building, Building Services, Electrical or Mechanical or a Corporate Member of HKIS in Building Surveying or equivalent professional bodies;

- (b) Has a minimum of EIGHT (8) years in Building Services, E&M Engineering and Builder's Works or related working experience in the Hong Kong construction industry with at least FIVE (5) years working experience in handling of repair and maintenance term contract or similar work nature to the Contract;
- (c) Has excellent command in spoken English & Cantonese; and written English & Chinese;
- (d) Has the responsibility and absolute authority for the overall contract administration, technical resolution and control of all his staff, including the deployment and redeployment of personnel and their removal from the Contract;

#### **6.5.2 Safety Officer**

- (a) The Contractor shall assign a safety officer to manage and monitor the site safety issues and performance of their workers in order to ensure the compliance of safety regulations & ordinances and the CIC's safety requirements. The personnel must be a registered safety officer with the Labour Department.
- (b) Develops occupational safety and health training programs for technical staff and provides relevant training to on-site teams quarterly.
- (c) Conducts monthly and surprise inspections of technical personnel's equipment, repair and maintenance procedures to ensure compliance with relevant safety and health standards, and reports to CIC and/or its subsidiaries.
- (d) Assesses the risks associated with providing technical services in CSILQ and formulates CSILQ technical service and technical agent safety method statements, safety measures, and safety equipment for technical personnel.

### **6.6 Personnel Requirements – On-site Personnel**

#### **6.6.1 Technical Support Supervisor**

The Technical Support Supervisor should be responsible for overall technical and facilities management, safety and co-ordination matters who shall possess the following minimum qualifications and experiences:

- (a) Degree / Higher Diploma Holder in Building Studies / Building Surveying / Building Services Engineering / Facilities Management or related disciplines
- (b) Preferably a professional member of HKIE, HKIS (BS or PFM), RICS (BS or FM), CIOB, HKICM, CIBSE, IMechE, BSOMES, or other relevant professional organizations. A Registered Electrical Worker Certificate Grade B or higher is also preferred.
- (c) At least FIVE (5) years of relevant practical experience in the Hong Kong construction industry with at least THREE (3) years working experience in handling of repair and maintenance term contract or similar work nature to the Contract;
- (d) Proficient in spoken Cantonese and written Chinese; competent in spoken and written English is acceptable.
- (e) Responsible for expedite procurement of necessary parts and draft assignment briefs for tenders or quotations. Overseeing project timelines, ensure safety compliance, coordinate with vendors, and guide Technicians to enhance performance.
- (f) Attend weekly meetings organized by the CIC or its subsidiary to address technical projects and maintenance issues.
- (g) Must be provided with a mobile phone at the Contractor's expense for immediate communication with the CIC and be reachable during duty period.

#### **6.6.2 Technicians**

The Contractor shall provide qualified and experienced Technicians for the purpose of this Contract. The Technicians shall be required to maintain the daily operations, maintenance works and minor repair works for facilities and building elements for the designated location as described in Schedule of Rates.

- (a) A minimum of THREE (3) years of relevant practical experience in building maintenance and facilities management from sizable organizations, along with a Registered Electrical Worker License A, Green Card, and Construction Workers Registration Card.
- (b) Ability to read and write Chinese and basic English.
- (c) Fluent in spoken Cantonese.

- (d) Familiar with general computer usage, including Microsoft Word, Excel, Acrobat Reader, etc. is preferable.
- (e) The on-call Technician will not be required to remain on-site; however, they must be available to arrive at the scene within 45 minutes during special occasions or emergencies.
- (f) Must be provided with a mobile phone at the Contractor's expense for immediate communication with the CIC and be reachable during duty period.

6.6.3 The Contractor shall provide the CIC with full details of staff to be employed on the term maintenance works contractor together with their curriculum vitae and proof of qualifications for prior approval from the CIC. Separate approval from the CIC should be obtained for any subsequent changes of staff.

## **7. Terms and Conditions**

- 7.1 All the technical staff must be directly employed by the Contractor.
- 7.2 The Contractor must name CIC and/or its subsidiary as one of the insured in the employees' compensation insurance policy and the third-party liability insurance policy. The Contractor must add to the insurance policies a clause that requires the Contractor to obtain consent from CIC and/or its subsidiary before the cancellation of the policies. The Contractor must furnish CIC and/or its subsidiary with a copy of the insurance policies and payment receipts of the premiums **within 7 days upon award of the contract**. In addition, the Contractor must comply with clauses of this Assignment Brief and CIC's "General Conditions of Contract" pertaining to employees' compensation insurance and third-party liability insurance.
- 7.3 The Contractor must make a quotation in accordance with the conditions stipulated by clauses of this Assignment Brief and CIC's "General Conditions of Contract" All the contractors and tenderers whose proposals are accepted by CIC and/or its subsidiary must abide by these clauses.
- 7.4 Technical staff members 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 and/or its subsidiary has the right to ask for replacements without any compensation to the technical staff and/or the Contractor. The Contractor must compensate CIC and/or its subsidiary for the negligence of its staff. Compensations are summarized as follows:

#### Lateness/ Leave Early

- If a technical 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 technical 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 technical 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 security strength.

If a technical staff is absent without prior notice and the service provider fails to provide a substitute in time, CIC and/or its subsidiary reserves the right to recover a compensation from the service provider which is equivalent to twice the daily wages of the technician / technical support supervisor for each unauthorized absence.

7.5 The Contractor shall be liable for any loss and damage incurred by the Contractor due to the negligence of its staff.

7.6 The management staff of CSILQ will constantly review the performance and the service quality. If the service is substandard and the service provider fails to address the issues raised by CIC and/or its subsidiary despite warnings issued by CIC and/or its subsidiary in writing, CIC reserves the right to immediately terminate the contract and to ask the service provider and its staff to leave CSILQ. The service provider will not receive any compensation from CIC for termination of contract.

7.7 The service provider shall be liable for any direct or indirect loss incurred by CIC and/or its subsidiary as a result of any accidents caused by and/or offence(s) committed by the service provider and any of its technical staff. Compensation shall be made by the service provider to CIC while CIC reserves the right to immediately terminate the contract and to ask the service provider and its staff to leave CSILQ. The service provider will not receive any compensation from CIC for termination of contract.

7.8 Under normal circumstances, CIC and/or its subsidiary shall not interfere with internal staff movement of the Contractor, nor any of its disputes with its employees. If the dispute has taken its toll on CIC and/or its subsidiary's daily operations, CIC and/or its subsidiary has the right to ask for replacements and to ask the technical staff in question to leave the Central Quarter.

7.9 The Contractor must submit to CIC and/or its subsidiary the information about the technical staff well in advance for review and record keeping. CIC and/or

its subsidiary reserves the right to reject the employment of unqualified technical staff and to ask for replacements of technician, or/and technical support supervisors who underperform. The Contractor must oblige to CIC and/or its subsidiary's final decisions and shall not ask for compensation or adjustment in service fees. The Contractor must replace the staff who underperform immediately upon CIC and/or its subsidiary's request.

7.10 CIC and/or its subsidiary reserves the right to adjust the number of technical staff required for the service. The Contractor must comply to CIC and/or its subsidiary's request and shall be liable for any loss incurred by CIC and/or its subsidiary due to its failure to comply. The Contractor should charge CIC and/or its subsidiary based on the actual number of technical staff provided during the contract period. CIC and/or its subsidiary shall not be liable for any loss incurred by the Contractor arising from a cut in the headcount.

7.11 During the contract period, the Contractor cannot unilaterally terminate the contract. The Contractor must notify CIC and/or its subsidiary in writing at least three (3) months in advance for termination of the contract. On the other hand, CIC and/or its subsidiary shall notify the service provider in writing at least three (3) months in advance if CIC and/or its subsidiary seeks to terminate the contract early. CIC and/or its subsidiary shall not be liable for any loss incurred by the Contractor due to the early termination of the contract. However, CIC and/or its subsidiary can immediately terminate the contract with the service without any compensation to the Contractor if it fails to provide the services to the satisfaction of CIC and/or its subsidiary and/or if it has committed willful negligence. The Contractor shall be liable for the extra costs (including wages and salaries) incurred by CIC and/or its subsidiary by engaging a new Contractor due to the early termination of the contract with the Contractor.

7.12 The wages of each technical staff must fulfill the requirements as stipulated by the Minimum Wage Ordinance (Cap. 608). In addition to hourly wages, the Contractor must provide rest days for its staff in accordance with the Employment Ordinance (Cap. 57). Please refer to the guidelines published by the Labour Department.

7.13 The rates accepted in this tender exercise shall follow the Statutory Minimum Wage (SMW) rate, which will be raised to HK\$42.1 per hour since 1 May 2025 and to be updated periodically. The tender prices can be adjusted in accordance with the changes in the SMW rate with prior approval by CIC and/or its subsidiary.

7.14 The Contractor must make contributions to the mandatory provident fund schemes of its employees as stipulated by the Mandatory Provident Fund Schemes Ordinance (Cap. 485). Please refer to the guidelines published by the

## Mandatory Provident Fund Schemes Authority.

- 7.15 The Contractor must prepare a list detailing the wage record of each of the technical staff, their name, total working hours per month and other fixed bonuses and subsidies. The list must be printed on the Contractor's company letterhead, signed by the Contractor and countersigned by the employees and submitted to CIC and/or its subsidiary on the **10th day of each month** (or any other agreed schedule), along with a monthly invoice issued by the Contractor to CIC and/or its subsidiary, the actual clock-in records and a copy of the payroll records.
- 7.16 The Contractor must pay each of the technical staff on time. CIC and/or its subsidiary shall not be liable for any disputes, financial problems or debts between the Contractor and its employees.
- 7.17 The Contractor shall, at its own expense, organize a briefing session for all the technical staff **at least one day before** they report for duty to ensure that they understand their job duties.

## 8. Code of Practices in times of Typhoons and Rainstorms

- 8.1 Onsite Technicians are required to be on duty when Typhoon Signal no. 8 or above or Black Rainstorm Signal is hoisted upon request by the CIC. Time-off will be compensated for the shift in Typhoon Signal no. 8 or above only.
- 8.2 Contractors are required to provide a heat warning and geothermal stress risk assessment for each workplace. When the technical staff encounter a heat warning during their shift, the contractor should notify them to adjust their rest periods according to the level of labor and the warning level.

## 9. General Requirements

- 9.1 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 and shall be deemed to be allowed in the tender.
- 9.2 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. 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.

- 9.3 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.
- 9.4 The service provider shall make sure that adequate manpower is to be arranged. Upon request by CIC and/or its subsidiary, additional cleaners shall be hired based on the rates quoted as optional items.
- 9.5 The service provider must ensure that the technical services are delivered up to satisfaction of CIC and/or its subsidiary and up to the standard laid out by CIC and/or its subsidiary.

## **10. Insurance**

The Contractor shall, at its own expense, arrange the following insurance for CIC and/or its subsidiary:

### **10.1 Public Liability**

- (a) The Contractor shall include CIC and/or its subsidiary as joint insured under its public liability insurance policy, which shall indemnify CIC and/or its subsidiary 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 Contractors 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 service providers.
- (c) The policy shall contain a “Cross Liability Clause” as if a separate policy had been issued to each of CIC and/or its subsidiary and the service contractors. For other clauses including but not limited to Extension of CIC and/or its subsidiary’s Property under care, custody or control of service contractors, waiver of subrogation against CIC and/or its subsidiary, a 90 days’ notice of non-renewal/cancellation by Insurer, etc.

## **10.2 Employees' Compensation**

- (a) The Contractor shall include the name of CIC and/or its subsidiary as joint insured under their Employees' Compensation Insurance policy. The Contractor 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 service contractors as the insured shall name CIC and/or its subsidiary 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 and/or its subsidiary 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 and/or its subsidiary) to employees of the Insured engaged in connection with a contract undertaken by the Insured for the Principal (CIC and/or its subsidiary).
- (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 and/or its subsidiary and etc.

## **10.3 Professional Indemnity**

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

## **10.4 Miscellaneous**

- (a) All above are subject to further requirements of Hong Kong SAR Government to be verified by CIC or its subsidiary;
- (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 or its subsidiary prior to commencement of work;
- (c) The above-mentioned insurance policies shall contain terms satisfactory to CIC or its subsidiary to the effect that the liability of CIC and/or its subsidiary shall be covered in all aspects and contain such provisions of the interests of CIC and/or its subsidiary as CIC and/or its

subsidiary may require;

(d) The service contractors 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 service contractors shall bear the consequence of any failure to do so. The service contractors 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. Transitional Arrangement - Handover Timeline and Requirements**

The Contractor shall provide necessary support to coordinate with the current contractor and the CIC or its subsidiary to ensure smooth transition of the service.

### **Phase 1: Initiation and Planning (Weeks 1–4 After Tender Award)**

#### **1. One Week After Tender Award: Handover Kick-off**

- a) The Contractor shall attend a kick-off meeting with CSILQ to review contract terms and handover obligations.
- b) The contract manager shall be on-site to initiate coordination.

#### **2. Weeks 1–2 After Tender Award: Document and Equipment Handover**

- a) The Contractor shall obtain and review all relevant documents from the current contractor and the site management team, including work order lists, maintenance records, site plan, and technical equipment specifications.
- b) The Contractor shall verify the condition and quantity of technical equipment and report any discrepancies to the site management team.
- c) The Contractor shall participate in weekly meetings with the current contractor and the site management team to ensure alignment.
- d) The Contractor must submit relevant insurance documents and details of employee contracts to CIC or its subsidiary for review.

#### **3. Weeks 3–4 After Tender Award: Manpower and Work Plan Development**

- a) The Contractor shall submit a detailed manpower plan specifying the roles, qualifications, and schedules for the technical service staff.
- b) The Contractor shall develop a work plan in collaboration with the site management team, detailing maintenance schedules, repair protocols, and technical service coverage for CSILQ.

- c) The safety officer shall assess risks associated with technical services in CSILQ and formulate safety method statements, safety measures, and equipment requirements for technical personnel.
- d) The Contractor shall commence recruitment and/or training of technicians to ensure readiness by the Technical Service Commencement Date.

## **Phase 2: Setup and Preparation (Weeks 5–8 After Tender Award)**

### **1. Weeks 5–6 After Tender Award: Equipment and Safety Planning**

- a) The Contractor shall complete the transfer and setup of technical equipment across the site.
- b) The safety officer shall develop occupational safety and health training programs for technical staff, covering equipment operation and CSILQ-specific risks.
- c) The Contractor shall submit the finalized work plan and site plan for approval by the site management team.

### **2. Weeks 7–8 After Tender Award: Training and Testing**

- a) The Contractor shall conduct safety and operational training for the technical supervisor and technicians, led by the safety officer.
- b) The safety officer shall inspect all technical equipment to ensure compliance with safety and health standards, reporting findings to the site management team.
- c) The Contractor shall test technical service processes in select areas of CSILQ and rectify any issues.

## **Phase 3: Final Handover (Weeks 9–12 After Tender Award)**

### **1. Weeks 9–11 After Tender Award (Four to One Week Before Technical Service Commencement Date): Pre-Handover Preparation**

- a) The Contractor shall finalize the manpower plan and ensure the technical supervisor and technicians are fully trained and prepared.
- b) The Contractor shall conduct a final review of the work order list, site plan, and work plan with the site management team.

### **2. One Week Before Technical Service Commencement Date: Technical Supervisor On-Site**

- a) The technical supervisor shall be on-site for three working days to coordinate with the current contractor and the site management team, review technical operations, and familiarize with the site plan and equipment.
- b) The contract manager shall oversee the coordination and address any operational concerns.
- c) The safety officer shall conduct a final safety inspection and confirm compliance with safety standards.

### **3. Final Days Before Technical Service Commencement Date: Final Handover**

- a) The Contractor shall assume full responsibility for technical services operations on the contract start date (1 October 2025).
- b) The Contractor shall complete the final handover of all documents, including updated work order lists, maintenance logs, site plan, and equipment manuals.
- c) The contract manager must be present to oversee the handover process on 30 September 2025 night shift.
- d) The Contractor shall participate in a handover audit to verify completion of all deliverables.
- e) The Contractor shall obtain sign-off from the site management team and the current contractor to confirm handover completion.

### **Key Personnel Requirements**

**Contract Manager:** Shall be on-site regularly throughout the handover period to oversee planning, coordination, and execution of the handover process.

**Safety Officer:** Shall be on-site regularly throughout the handover period to ensure safety compliance by developing and delivering occupational safety and health trainings for technical staff, assessing risks and formulating safety method statements, measures, and equipment requirements for technical services in CSILQ.

**Technical Supervisor:** Shall be on-site for three working days one week before the Technical Service Commencement Date to coordinate the transition, manage technical operations, and ensure adherence to the work plan and safety protocols, and shall be fully deployed by the Technical Service Commencement Date.

**Technicians:** Shall be operational by the Technical Service Commencement Date to perform technical services, including maintenance and repairs, as per the work plan.

### **Additional Requirements**

- (a) The Contractor shall attend weekly progress meetings with the site management team and the current contractor throughout the handover period.
- (b) Any delays or issues in document handover, equipment transfer, or other deliverables shall be reported immediately to the site management team for resolution.
- (c) The Contractor shall ensure all technical equipment complies with safety and health standards as verified by the safety officer.
- (d) The Contractor shall submit all relevant licenses for the technical service team to CSILQ, including valid Registered Electrical Worker License, Green Card, and Construction Workers Registration Card, for verification by the site management team prior to the Technical Service Commencement Date.

**Memorandum of Agreement**  
**of**  
**Provision of Technical Service**  
**for**  
**Construction Sector Imported Labour Quarters**  
**of**  
**the Construction Industry Council**

April 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 of <sup>1</sup> \_\_\_\_\_  
\_\_\_\_\_ (hereinafter called “the Employer”)  
of the one part and <sup>2</sup> \_\_\_\_\_ of <sup>3</sup> \_\_\_\_\_  
\_\_\_\_\_ (hereinafter called  
“the Contractor”) of the other part WHEREAS the Employer requires the Contractor to  
provide the Services in respect of Provision of Technical Service for Construction Sector  
Imported Labour Quarters of 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 Contract 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
  - (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 be <sup>4</sup> \_\_\_\_\_  
\_\_\_\_\_
3. In consideration of the payments made at the times and in the manner set  
forth in the Agreement by the Employer, the Contractor hereby jointly and  
severally<sup>5</sup> undertakes to perform and complete the said 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 <sup>6</sup> )  
 )  
 )

in the presence of  
Signature, name and address

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

in the presence of  
Signature, name and address

**OR**

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

in the presence of  
Signature, name and address

**OR**

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

in the presence of  
Signature, name and address



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

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

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

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

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

**General Conditions of Contract**  
**for**  
**Provision of Technical Service**  
**for**  
**Construction Sector Imported Labour Quarters**  
**of**  
**the Construction Industry Council**

April 2025

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**General Conditions of Contract for**  
**Provision of Technical Service**  
**for Construction Sector Imported Labour Quarters**  
**of 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 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 promptly and without undue delay of any potential data breach involving the entrusted personal data. The Contractor and its applicable sub-contractors shall cooperate with the Employer to investigate and 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 and/or 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**

Subject to the other provisions of this Agreement and to the Contractor duly and promptly delivered the Project Materials to the satisfaction of the Employer, the Employer shall pay the Contractor 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) Subject to clause 29, the Contractor shall submit the Employer an invoice

and accompanied by such documents, information and explanations as the Employer may require in respect of the Project Materials. The Employer may request such further documentation as it deems necessary or desirable to verify the invoice. 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 of the invoice and supporting documentation requested by the Employer and receipt and verification of the Contractor's invoice and supporting documentation by the Employer.
- (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 THREE (3) 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\$30 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

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## Appendix 2

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

#### Summary

<b>Type</b>	:	Contractors' All Risks – Open Cover
<b>Terms</b>	:	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.
<b>Insured</b>	:	Construction Industry Council as principal and/or all Main Contractors and its sub-contractors of every tier.
<b>Period of Insurance</b>	:	From Commencement Date to Expected Completion Date Local Hong Kong Time (both days inclusive)  Defect Liability Period if any should be included
<b>Contract Details</b>	:	<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><b>Contract Value at inception (i.e. at the time when the Contract was granted)</b></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:-</p> <ul style="list-style-type: none"> <li>- the duration of the Contract Period shall not exceed 120 days;</li> <li>- the Insured Contract must commence within the Period of Insurance specified in the Schedule</li> </ul> <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:-</p> <ul style="list-style-type: none"> <li>- the duration of the Maintenance Work shall not exceed 12 months;</li> <li>- the Insured Contract must commence within the Period of Insurance specified in the Schedule.</li> </ul>



<p><b>Coverage</b></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></p> <p><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><u>Section II – Liability to Third Parties</u></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"> <li>(i) accidental death bodily injury illness or disease suffered by any person</li> <li>(ii) accidental loss or damage to physical property arising out of the performance of the contract</li> </ul> <p>and in addition the insurers shall be liable for</p> <ul style="list-style-type: none"> <li>(iii) all costs and expenses of litigation recovered by any claimant against the insured</li> <li>(iv) all costs and expenses of litigation incurred by the Insured with written consent of the insurers in resisting any claim</li> </ul> <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><b>Geographical Area and Jurisdiction</b></p>	<p>: Hong Kong SAR</p>

Excess	:	Section I – Material Damage			
			For contract with value of HK\$500,000 or below	For contract with value exceeding HK\$500,000 up to HK\$1,500,000	For contract with value exceeding HK\$1,500,000 up to HK\$3,000,000
			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			
				HK\$	
		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)	:	1. Revised Cross Liability Clause/ As per Asia’s standard Contractors’ All Risk Policy Jacket			
		2. B1 – Safety Precaution Clause amended to delete the 24 hours watchman requirement.			
		3. B2 – Special Conditions for Underground Services Clause			
		4. S001 Strike, Riot and Civil Commotion and Malicious Damage Endorsement. (Applicable to Section I 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"> <li>5. A6 – Extra charges for overtime, night work, work on public holiday and ex-press freight (15% of adjusted loss)</li> <li>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)</li> <li>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)</li> <li>8. Burning and Welding Clause</li> <li>9. 90 Days’ Cancellation Notice Clause (Subject to Pro-rata Refund Cancellation)</li> <li>10. Extended Maintenance Period Cover</li> <li>11. 90 Days Non-Renewal Notice by Insurer</li> <li>12. Claim Control Clause</li> <li>13. 72 hours Clause</li> <li>14. Hong Kong Claim Jurisdiction Clause</li> <li>15. Revised Arbitration Clause</li> <li>16. A3 – Extension of Cover for Designer’s Risks</li> <li>17. A4 – Extension of Cover for Inland Transit (Limit: HK\$100,000 any one loss)</li> <li>18. A5 – Extension of Cover for Off-Site Storage anywhere in HKSAR (Limit: HK\$100,000 any one loss)</li> <li>19. A2 – Extension of Cover for Testing and Commissioning (4 weeks)</li> <li>20. Escalation Clause (Limit: 15% of Contract Value)</li> </ol> <p>Other terms and conditions as per policy wording</p>
<b>Principal Policy Exclusions (inter alia)</b>	:	Other exclusions as per original policy.
<b>Applicable Jurisdiction and/or Law Practice</b>	:	Hong Kong SAR
<b>Contractors’ Own Insurance Responsibilities</b>	:	<p>(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:</p> <p>(i) motor vehicles and other Statutory Insurances.</p>

	<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. <b>“Contractors allow such persons to enter site at their own risk”.</b></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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### 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](mailto: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

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:

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.

- 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)

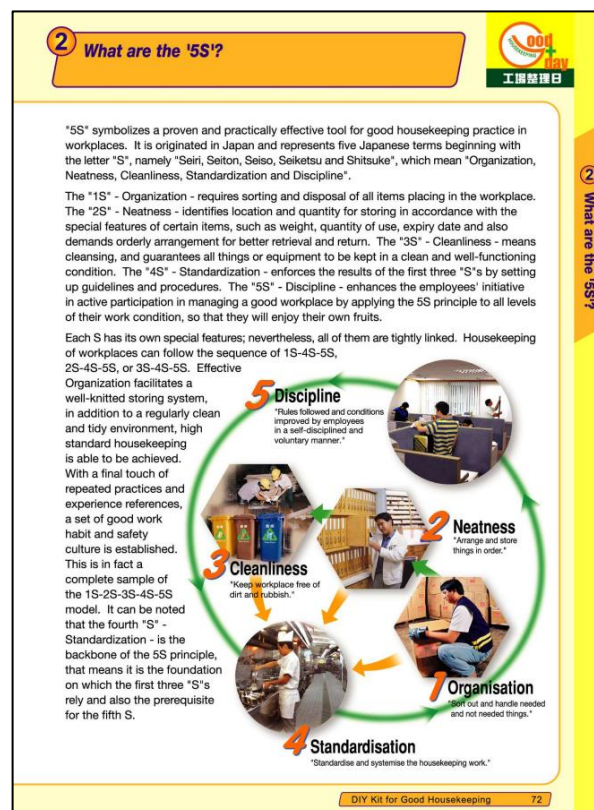
- a. Use of PPE is the last resort when other hazard control measures cannot eliminate all hazards.
- b. Appropriate PPE should be properly selected and provided when performing certain activities or working in designated areas.

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 Arrestor, 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

- Conduct daily and weekly housekeeping exercises to maintain a safe environment for working on the workplaces.
- Ensure all workers tidy up and remove rubbish, scrap material and superfluous material from their working areas after every shift.
- 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.
- 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](https://www.oshc.org.hk/oshc_data/files/trgkit/2016/CB020E.pdf))



Source: Good Housekeeping DIY Kit - Train. Kit – Occupational Safety & Health Council (Please click: [HERE](https://www.oshc.org.hk/oshc_data/files/trgkit/2016/CB020E.pdf) 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.

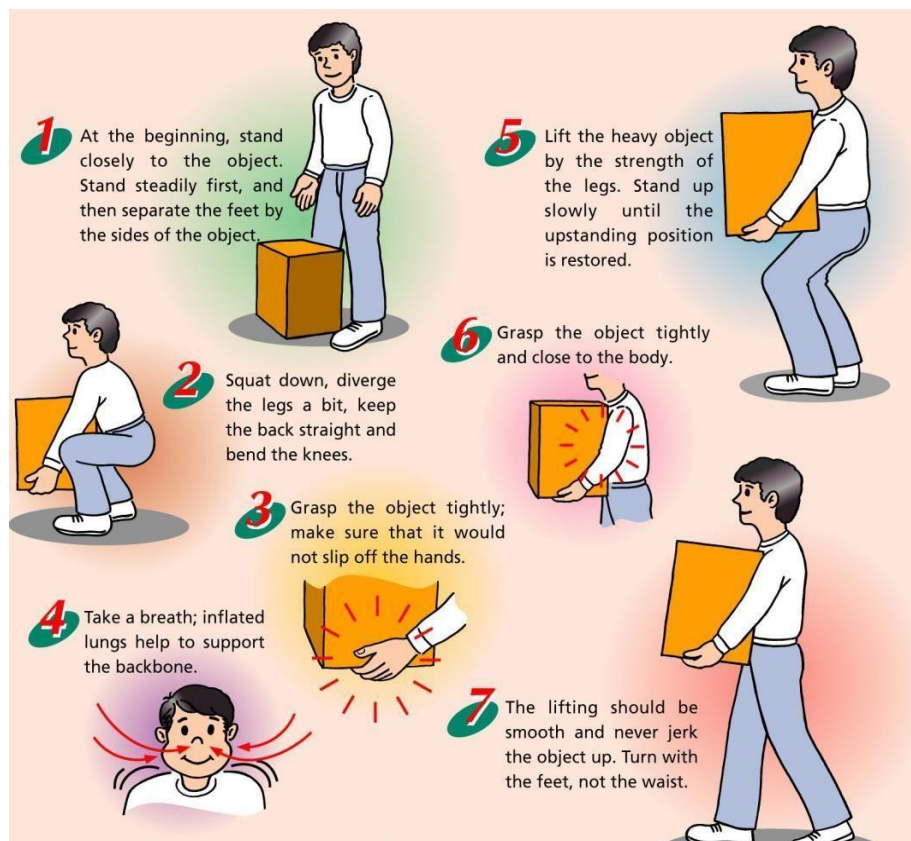
### Dust Control:

- 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.

- 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:

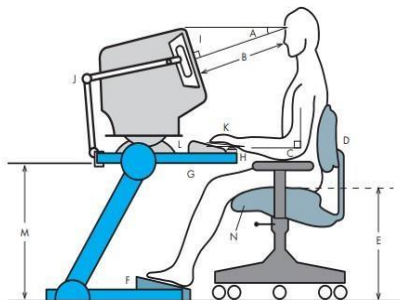


Source: General Safety Instructions for Manual Handling – Occupational Safety & Health Council (Please Click: [HERE](#))

- 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](#))

- 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 <b>every 12 months</b>

<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 <b>every</b> <b><u>5</u> years</b></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.

- 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](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

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.

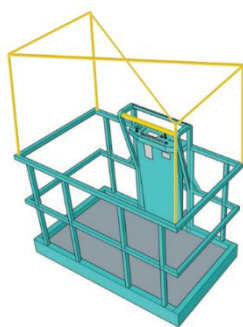


Figure 1: Secondary Guarding Device – Physical Barriers



Figure 2: Secondary Guarding Device – Physical Barriers

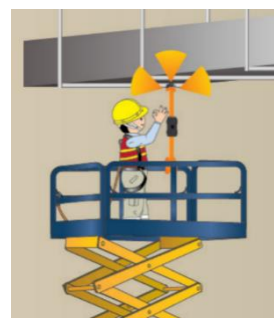


Figure 3: Secondary Guarding Device – Smart Devices

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

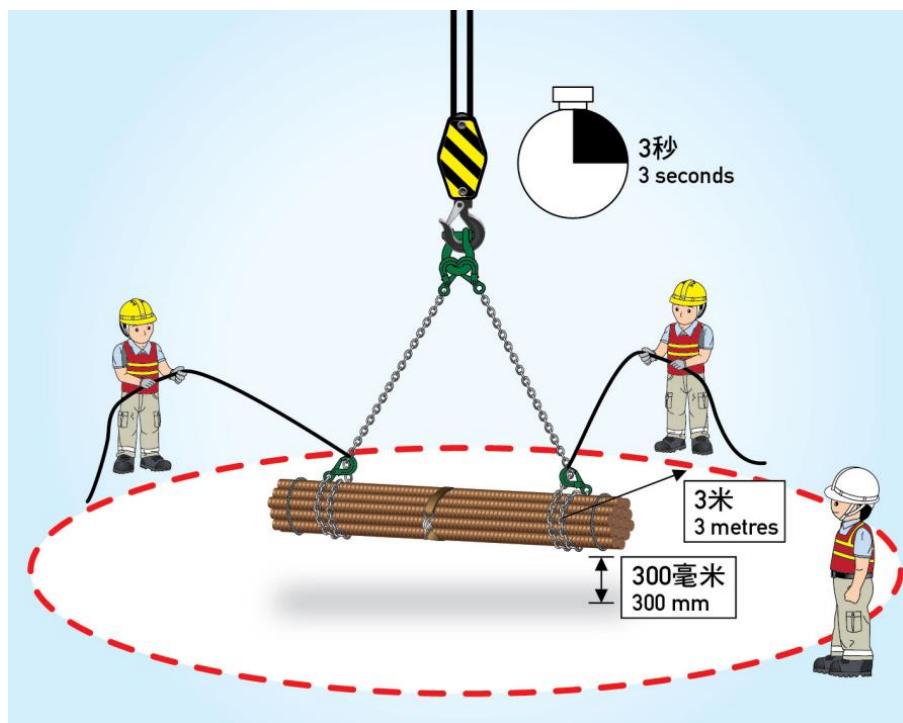
- a. Only trained person is allowed to work on suspended working platform.
- b. Wear suitable safety harness and attach the lanyard to an independent lifeline with fall arrester suitable anchorage and fittings on suspended working platform.
- c. Display notice of safe working load (SWL) and number of 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.

- 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

## 使用砂輪時 應注意下列

危險	安全預防措施
(1) 砂輪爆裂之原因： 砂輪之內有雜質	用適當試驗辦法，檢查砂輪之 完整性與否。
過度轉動	查閱砂輪製造商之說明， 不可超過最高容許轉速。
過度磨削	砂輪須由一位專人安裝及調 至平衡之位置後始可人使用。
使用不當	勿用過大壓力。 當砂輪在磨削中發現打塵時， 應停機檢查。
(2) 裝固輪子與磨盤之破裂	勿因磨盤或磨片與磨盤之接觸而 產生過大壓力。
(3) 與砂輪接觸	使用：護罩、軟性、防護屏 (或護目鏡)。
(4) 飛濺之磨粒引起眼部受傷	砂輪應妥善固定及平衡。

使用前須檢查清楚

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

## WARNING NOTICE WHEN USING ABRASIVE WHEELS

DANGERS	SAFETY PRECAUTIONS
(1) Bursting of wheel, due to : Latent defect of wheel	Check soundness of wheel by ring test.
Over-speeding	Do not exceed maximum permissible speed of wheel as specified by manufacturer.
Faulty mounting	The wheel must be mounted by a trained and competent person appointed in writing.
Misuse by operator	Never use excessive pressure on the wheel. Use particular care when grinding on the side of a straight-edged wheel.
(2) Fractures of mounted wheels and points	The overhang not to exceed that is permissible by the manufacturer. The operator to be secured properly in the hold of chuck.
(3) Contact with wheel	Use : Wheel guards, work-rest, protective screen (or eye protectors).
(4) Eye injuries from flying particles	Wheels must be properly fixed 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.

- 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

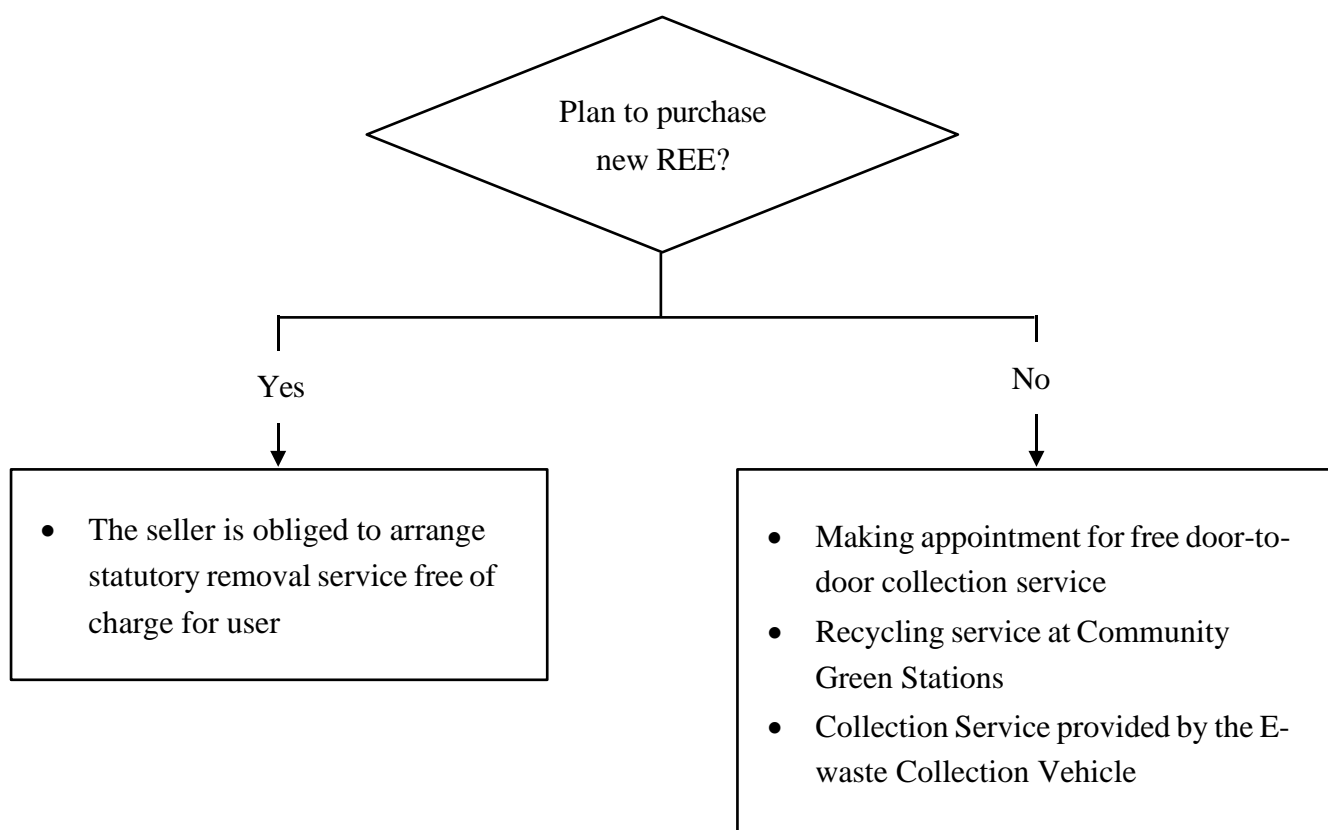
- a. All contaminated runoff is required to be treated before discharge to meet statutory requirements. Contractor should take all necessary preventive measures to avoid the contamination of surface runoff, e.g. covering stockpile of soil materials with plastic sheets.
- b. Contractor should always collect 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:
機械商標名稱及型號 Machine Trade Name & Model:
機械序號 Machine Serial Number:
引擎廠名及型號 Engine Make & Model:
<b>EPD-A-12Z45-20X1</b>
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:
機械商標名稱及型號 Machine Trade Name & Model:
機械序號 Machine Serial Number:
引擎廠名及型號 Engine Make & Model:
<b>EPD-E-123T5-2Y11</b>
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:
- Perform a risk assessment for the heat stress of employees at the workplace and take effective preventive measures according to the assessment results.
  - 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.
  - 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.
  - 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
		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)
	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
	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.*

## **Enquiries**

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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.

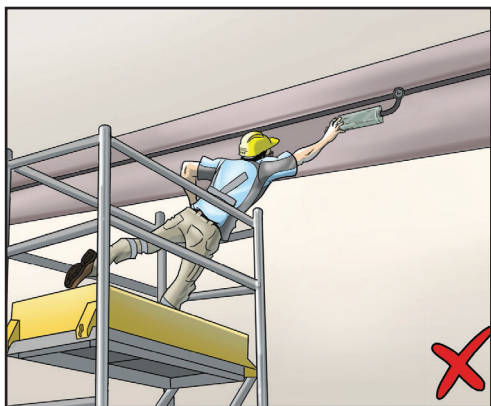


Ascending/descending the mobile working platform from the inside of a mobile working platform.



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.



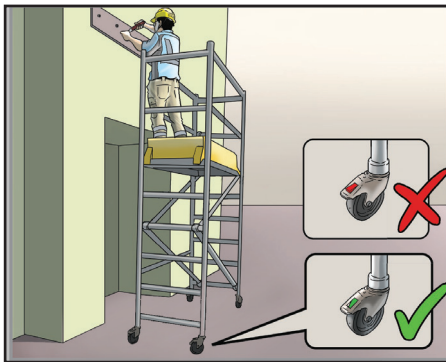
Do not overstretch the body outside the working platform.



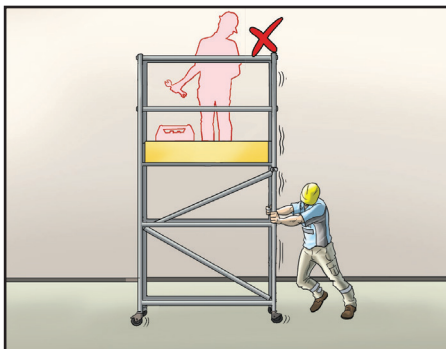
Do not lean on the guard-rail of the working platform.

- 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.



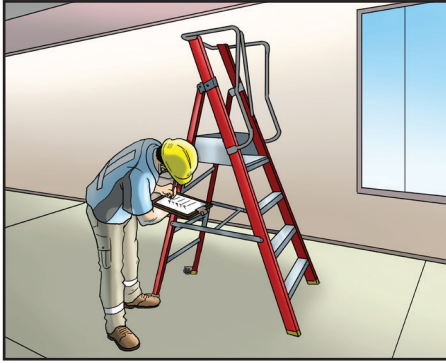
## 5. Safe Use of Light-duty Working Platforms

- 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.



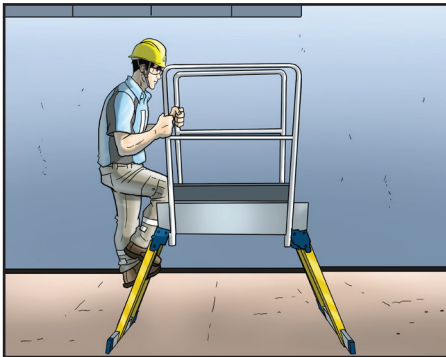
Step platform deployed for checking the ventilation system in a room where there is restricted space to accommodate a typical working platform.

- 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.

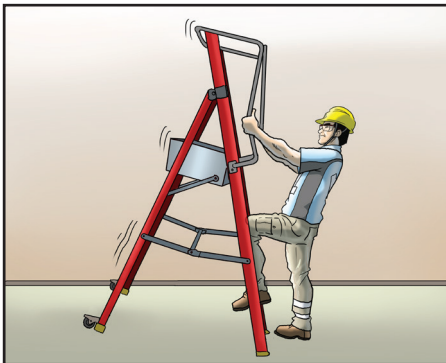


Before use, inspection (including visual check) of the light-duty working platforms according to the safety checklist provided by the supplier or other equivalent safety checklist should be conducted.

- 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:**

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

**Reference Materials**

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

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

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

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

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

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

^ Circle as appropriate.

Please return the feedback form to:

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