

建造業議會

建造業營商專責委員會

建造業營商專責委員會 2021 年第 1 次會議於 2021 年 3 月 4 日（星期四）下午 2 時 30 分於香港九龍九龍灣宏照道 38 號企業廣場五期二座 29 樓（MegaBox）會議室舉行。

出席者：潘樂祺（LKP）主席
何英傑*（HYK）發展局首席助理秘書長（工務）4
梁洪偉*（LHWD）房屋署助理署長（發展及採購）
區冠山*（RA）
陳志超*（CCC）
陳劍光*（KKCN）
鄒炳威*（CPW）
鍾鳳卿*（RC）
符展成*（FI）
何國鈞*（KnH）
孔祥兆*（CSH）
梁永基*（RyL）
曾百中*（TPC）
黃若蘭*（EWYL）
黃顯榮*（SWHW）

列席者：鄭定寧*（CTN）執行總監
何棣欣*（HTY）發展局助理秘書長（工務政策
4）4
何建威（SnH）助理總監 - 行業發展及物業管理
曹英傑（RYC）高級經理 - 建造業營商
黃倩明*（HiW）經理 - 建造業營商
張柏希（PHC）高級主任 - 建造業營商

*透過 Microsoft Teams 以網上視像形式出席會議

會議紀錄

負責人

會議開始之前，潘樂祺工程師提示成員，若成員對會上討論的各項議程有任何實質或潛在利益衝突，請及時向秘書處申報。席上沒有成員作出申報。

主席歡迎房屋署梁洪偉先生首次出席建造業營商專責委員會會議。

1.1 通過建造業營商專責委員會 2020 年第 4 次會議之會議紀錄

成員備悉文件編號 CIC/CBD/M/004/20，並通過 2020 年第 4 次會議之會議紀錄。

1.2 上次會議續議事項

- (a) 跟進上次會議議程第 4.5 項，有關發表「市場提示 - 工程項目在 2019 冠狀病毒病疫情下的考慮」，議會秘書處納入成員意見後，於 2021 年 1 月 5 日發布該市場提示。
- (b) 跟進上次會議議程第 4.7 項，有關「建造業議會傑出承建商大獎 2021」，相關執行計劃將於會議議程第 1.5 項中匯報。
- (c) 跟進上次會議議程第 4.8 項，有關「香港建造業建築施工質量督導檢討報告」跟進工作計劃，議會秘書處擬備了詳細的兩年工作計劃，並將於會議議程第 1.6 項中匯報。

1.3 ★組裝合成建築法及裝配式設計採購指引研究 - 中期成果

此簡易程序文件旨在向成員尋求核准組裝合成建築法及裝配式設計採購指引研究的中期成果：檢討報告、參考指引文件擬稿及面談結果的摘要報告。

何英傑工程師指發展局已於會議前向議會秘書處提供對相關文件的意見（發展局的意見載於附件 A）。潘樂祺工程師補充指歡迎成員提出其他意見，並會將意見向顧問公司（邁進）反映，以適時將成員意見納入參考指引文件終稿。

由於發展局對參考指引文件擬稿（*CIC/CBD/P/001/21*的附件 B）有較大意見，因此將另外舉行會議以討論並跟進這些意見。邁進將就發展局提出的意見對參考指引文件擬稿作出修改。

成員原則上核准檢討報告（附件 A）及面談結果的摘要報告（附件 C），及將支付相應的階段性款項（付款階段 2 及 4）予邁進。

[會後備註：發展局、邁進及議會秘書處於 2021 年 3 月 24 日舉行會議，討論發展局早前提出的意見。邁進同意跟進及修改該些報告。]

1.4 **★標準 BIM 合約特別條款及 BIM 服務協議擬稿作公眾諮詢**

此簡易程序文件旨在向成員尋求核准標準 BIM 合約特別條款（合約特別條款）及 BIM 服務協議（服務協議）的擬稿作公眾諮詢用途。

黃若蘭女士指將於會議後向議會秘書處補充其對有關文件的意見。（黃若蘭女士及發展局的意見載於附件 B。）

何國鈞測量師查詢合約特別條款及服務協議曾否向香港測量師學會傳閱，以供檢視及提供意見。曹英傑先生回應指專責小組成員包括香港測量師學會的代表，並已尋求香港測量師學會對合約特別條款及服務協議的意見。

成員核准文件編號 *CIC/CBD/P/002/21* 所述的合約特別條款及服務協議的擬稿作公眾諮詢用途。

[會後備註：由於仍有關於合約特別條款及服務協議擬稿的事項尚待專責小組及工作小組成員討論，公眾諮詢環節將延後，直至另行通知。]

1.5 「建造業議會傑出承建商大獎 2021」執行計劃

何建威建築師就有關執行計劃，向成員簡介文件編號 CIC/CBD/P/003/21，執行計劃包括該大獎的宣傳計劃、評分準則及大獎的規則和條款。

何英傑工程師補充指發展局將協助與相關政府部門作

出協調，以邀請行政長官為主禮嘉賓，並預約香港禮賓府作為頒獎典禮的場地。此外，他認為評分準則全面，惟部分評審準則略嫌主觀。曹英傑先生回應指評分準則已考慮主觀及客觀評審準則之間的平衡，既能允許評審人員對大獎的申請保留個人觀點，又同時確保公平性。

陳志超工程師認為應盡快開放該大獎的報名，以保持其勢頭。潘樂祺工程師回應指將於 2021 年 3 月開放大獎報名。

鑑於大型承建商擁有的資源更多，梁永基工程師查詢大獎會否對他們更為有利。曹英傑先生回應指大獎根據承建商的規模分為三個參選組別，分別為大型承建商、承建商及專門行業承造商。承建商只會在同一參選組別下競爭。

鄒炳威先生指工人福利是選出傑出承建商需要考慮的重要因素，故建議加重評分準則中工人福利所佔的比重。曹英傑先生回應指有關評分準則將會按成員的意見適時作出檢視及調整。

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經討論後，成員核准文件編號 CIC/CBD/P/003/21 的「建造業議會傑出承建商大獎 2021」執行計劃。

[會後備註：議會已於 2021 年 3 月 4 日收到發展局有關評分準則的意見，並會作出跟進。大獎於 2021 年 3 月 15 日接受報名。截止報名日期為 2021 年 7 月 31 日。]

1.6 跟進「香港建造業建築施工質量督導檢討報告」建議的兩年工作計劃

何建威建築師向成員簡介文件編號 CIC/CBD/P/004/21，有關跟進「香港建造業建築施工質量督導檢討報告」建議的兩年工作計劃。

何英傑工程師查詢工作計劃第 5 項提及的數碼科技是否僅包含數碼工程監督系統 (DWSS)，抑或亦涵蓋其他創新科技。曹英傑先生回應指工作計劃主要針對檢討報告的建議，所以焦點將放在數碼工程監督系統上。建造業創新及科技應用中心及建造業創新及科技基金

將繼續推廣及促進其他創新及科技應用。

經討論後，成員核准文件編號 CIC/CBD/P/004/21 的兩年工作計劃。議會秘書處將執行擬議措施及每六個月報告進度。

1.7 大灣區專責小組

符展成先生向成員報告專責小組最新進展。

大灣區建造業名錄網站的招標已於 2021 年 2 月截止，並於 2021 年 3 月中批出標書。

有關由住房和城鄉建設部科技與產業化發展中心與廣州市建築集團合作發展的西基島計劃，議會最初的合作計劃包括開發數碼項目管理平台、綠色金融及以中文主導的建築信息模擬平台。生產力專責委員會、環境專責委員會及建築信息模擬專責委員會秘書處將跟進該些計劃，而建造業營商專責委員會將從市場拓展的角度監察其發展。

鑑於 2019 冠狀病毒病疫情持續，早前擬議的大灣區技術考察團仍在擱置中，直到放寬旅遊限制及檢疫措施為止。

成員備悉工作進展。

1.8 合理顧問費用評分制度專責小組

區冠山先生向成員報告專責小組最新進展。

奧雅納工程顧問有限公司（奧雅納）於 2021 年 1 月 29 日向議會提交顧問研究初議報告。報告於 2021 年 2 月 23 日的專責小組會議中匯報並核准。經核准後，相應的階段性款項已支付予奧雅納。

擬議的改善顧問費用評分方法建議將於 2021 年第二季接受諮詢。現時此顧問研究並沒有潛在的預算超支及延遲風險。

成員備悉工作進展。

1.9 合理工期專責小組

梁永基工程師向成員報告專責小組的最新進展。

專責小組成員於 2021 年 2 月 4 日的會議上就發布建築工期績效指標進行討論，並同意在議會網站上發布建築工期績效指標及一段闡釋該指標目的及制定的介紹影片。用戶需提供資訊（如公司及職銜等），方可使用建築工期績效指標。

專責小組成員亦確認將交由奧雅納為建築工期績效指標開發用戶介面的變更命令。變更命令所需費用為港幣 42,000 元，需時一個月完成該用戶介面。

曹英傑先生補充，開發用戶介面是專責小組工作範圍的一部份，並已獲准計算在整個項目的原有預算當中。因此變更命令並無招致額外支出，故不需追加預算。

經討論後，成員備悉工作進度並核准變更命令。議會秘書處將依此發出變更命令。

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1.10 可持續工程量及資源運用專責小組

潘樂祺工程師向成員報告專責小組的最新進展。

可持續工程量及資源運用顧問研究的意向書（EOI）已於 2020 年 12 月 30 日截止收取。議會秘書處收到分別來自凱諦思、奧雅納及莫特麥克唐納的方案。所有方案均通過技術評審，三間顧問公司並將被邀請參與顧問研究的投標。

標書預計於 2021 年三月發出予獲選的投標者，並於 2021 年四月批出合約。

成員備悉工作進度。

1.11 其他事項

- (a) 在《內地與香港關於建立更緊密經貿關係的安排》（CEPA）框架下進一步實現服務貿易自由化的建議書

潘樂祺工程師向成員簡述發展局於 2021 年 2 月 22 日就有關在 CEPA 框架下進一步實現服務貿易自由化的建議書所發出的信件。發展局正進行檢視工作，以獲取可推動業界提供專業服務及發掘

商業機會的意見和建議。

鄭定寧工程師鼓勵成員向議會分享意見，以便議會於 2021 年 3 月 5 日前整合及回饋意見予發展局。

[會後備註：會議後成員沒有進一步提出意見。]

(b) 付款保障條例

鄭定寧工程師向成員報告付款保障條例的最新進展。發展局將就於公共工程項目的合約中以合約條款加入付款保障條例的原則發出技術通告。工務部門正檢視擬稿，並預計於 2021 年 3 月提供擬稿予議會作收集意見之用。

同時，法例的草擬工作亦在進行當中。潘樂祺工程師促請發展局盡快完成制定付款保障條例。

陳劍光先生對在公共工程合約中落實付款保障條例作為初步措施表示支持。他關注如條例無法同樣透過立法在私人工程中推行，資源及現金會進一步從私人工程流出，以履行在公共工程合約中規定的責任。

1.12 下次會議

下次會議訂於 2021 年 6 月 10 日（星期四）下午 2 時 30 分於九龍灣宏照道 38 號企業廣場五期（MegaBox）二座 29 樓會議室舉行。

全體人員
備悉

至此別無其他事項，會議於下午 3 時 40 分結束。

建造業議會秘書處
2021 年 3 月

Construction Industry Council

Committee on Construction Business Development

Consultancy Study on MiC and DfMA Procurement – Interim Deliverables

DEVB's comments

1	<p><u>General Comment</u></p> <p>1. “DfMA” is a design concept or philosophy with heavy emphasis on “Design” aspect to facilitate off-site manufacturing and subsequent on-site assembly. In building works, it covers a wide spectrum of different degree of integration of structural works, architectural works and building services works to enhance the productivity. However, MiC is a construction method making use of the highest end of DfMA technology, achieving the highest level of productivity gain in construction practice. Thus DEVB consider the title of the report should be renamed as "Consultancy Study on MiC Procurement" instead of "Consultancy Study on MiC and DfMA Procurement" to avoid confusion and to better match with the content of the report. DEVB re-iterate that all the term “DfMA” should be deleted from the texts as the content of the report is focused on MiC.</p> <p>2. Report title to be renamed as “Consultancy Study on MiC Procurement”</p>
2	<p>C17</p> <p>1. [Para 1.1] It should be noted that DfMA is a design concept embracing design for manufacture and design for assembly. On the other hand, MiC is a construction method making use of the highest end of DfMA technology, achieving the highest level of productivity gain in construction industry. It is suggested that title of the report should be "MiC procurement" instead of "MiC and DfMA procurement" to avoid confusion and misunderstanding.</p> <p>2. [Para 1.2] Please delete all the term “DfMA” from the texts as the content of the report is focused on MiC.</p>

3	<p>C19</p> <ol style="list-style-type: none">[Para 3.1] Bespoke MiC modules for different room layout in a project can also bring vast benefits in respect of time, cost, quality, safety, etc to the project as well as allow maximum design flexibility for designers to meet client's requirements.[Para 3.2] It is not necessary to have early supplier/contractor engagement. Traditional design contract is also feasible, with project consultant accomplishing a MiC-ready design for the tender by contractors. The project consultant may also engage a specialist MiC consultant under the scope of CITF funding.[Para 3.3] It is worth mentioning in the report that, the requirement from project client to tenderers to obtain in-principle acceptance (IPA) for their proposed MiC scheme from BD as a pre-qualification prerequisite, should not be encouraged. This will not only lengthen the tendering period, but will also increase the tendering cost and subsequently the tender price of the project.
4	<p>C20</p> <ol style="list-style-type: none">[Para 3.5] It is not necessary to have early supplier/contractor engagement for MiC projects. Alternatively, the lead consultant can engage a specialist MiC consultant for assisting the project team to implement a MiC project.
5	<p>C21</p> <ol style="list-style-type: none">[Para 3.8] More in-depth discussion and analysis on this is anticipated.
6	<p>C22</p> <ol style="list-style-type: none">[Para 3.13] The adoption of MiC can significantly reduce the no. of vehicle delivery trips and hence, less disturbance and pollution to local community.[Para 3.14] High capacity tower cranes, which are commonly used for the installation of heavy concrete PPVC modules in Singapore, are now available in the HK market.
7	<p>C23</p> <ol style="list-style-type: none">[Para. 3.17] Design changes to MiC project would not be more difficult and costly when compared with conventional construction method if designers have closely collaborated with the client for incorporation of the anticipated design changes into the original design.
8	<p>C24</p> <ol style="list-style-type: none">[Para. 3.20] Cannot see there would be difficulties in handover as MiC is just a construction method. Buildings constructed by conventional method also require maintenance manual for individual flat owners and management office.

9	<p>C47</p> <ol style="list-style-type: none">1. [General Process of MiC] It is not necessary to have early supplier/contractor engagement. Traditional design contract is also feasible, with project consultant accomplishing an MiC-ready design for the tender by contractors. The project consultant may also engage a specialist MiC consultant under the scope of CITF funding.2. [General Process of MiC] Buildings Ordinance applies to private projects only. Please include more discussions and recommendations on procurement between public and private projects.
10	<p>C48</p> <ol style="list-style-type: none">1. [Design for Manufacture and Assembly (DfMA)] It should be noted that DfMA is a design concept embracing design for manufacture and design for assembly. On the other hand, MiC is a construction method making use of the highest end of DfMA technology, achieving the highest level of productivity gain in construction industry. It is suggested that title of the report should be "MiC procurement" instead of "MiC and DfMA procurement" to avoid confusion and misunderstanding.2. Please delete all the term "DfMA" from the texts as the content of the report is focused on MiC.
11	<p>C49</p> <ol style="list-style-type: none">1. [Funding to support MiC and DfMA initiative] There is funding support from CITF for the adoption of MiC (not from DEVB). Please also take the two new subsidy schemes i.e. Support the project Consultant for additional cost incurred in implementing MiC project; and Entry of MiC systems to the BD's Lists of Pre-accepted MiC Systems into account.
12	<p>C51</p> <ol style="list-style-type: none">1. [Design and Build Contracts] The adoption of D&B contracts may not be helpful to provide a lower tender price to the project client. The design of MiC works should be carried out by the Project Consultant in the design stage, embracing design upfront for ease of modular construction.
13	<p>C56</p> <ol style="list-style-type: none">1. [Para 2.2] Please include more discussions on contractual provisions other than NEC contract form.

14	<p>C73</p> <ol style="list-style-type: none">1. [Para 2.5] It is not necessary to have early supplier/contractor engagement. Traditional design contract is also feasible, with project consultant accomplishing a MiC-ready design for the tender by contractors. The project consultant may also engage a specialist MiC consultant under the scope of CITF funding.2. [Para 2.5] The design of MiC works should be carried out by the Project Consultant in the design stage, embracing design upfront for ease of modular construction, instead of the contractor to carry out the design with assistance by the Project Consultant.
15	<p>C81</p> <ol style="list-style-type: none">1. [Para. 2.8] More in-depth discussion and analysis on this is anticipated.
16	<p>C110</p> <ol style="list-style-type: none">1. [Para. 4] Design changes to MiC project could be facilitated through close collaboration between the designer and the client for allowing anticipated design changes into the original design.
17	<p>C161</p> <ol style="list-style-type: none">1. [Para 3.1] The design of MiC works could also be carried out by the Project Consultant in the design stage, embracing design upfront for ease of modular construction. Moreover, the adoption of D&B contracts may not be helpful to provide a lower tender price to the project client.
18	<p>C162</p> <ol style="list-style-type: none">1. [Para 3.4] It is not necessary to have early supplier/contractor engagement. Traditional design contract is also feasible, with project consultant accomplishing a MiC-ready design for the tender by contractors. The project consultant may also engage a specialist MiC consultant under the scope of CITF funding.
19	<p>C167</p> <ol style="list-style-type: none">1. [Para 3.13] To facilitate MiC construction, TD has issued updated guidelines on Application for Wide Load Permit. According to the pilot projects, daytime transportation of MiC modules with width around 3m has been adopted.
20	<p>C170</p> <ol style="list-style-type: none">1. [Para 3.16] Design changes to MiC project could be facilitated through close collaboration between the designer and the client for allowing anticipated design changes into the original design.
21	<p>C171</p> <ol style="list-style-type: none">1. [Statutory Submissions] The consultant should clarify that it is not a necessary pre-requisite for project clients to obtain in-principle acceptance (IPA) for their proposed MiC scheme prior to submission of plans to BD.

Construction Industry Council

Committee on Construction Business Development

Draft Standard Special Conditions of Contract for BIM (SCC) and BIM Services Agreements (SA) for Public Consultation

Ms. Eliza WONG's comments

1	<p><u>SCC Cl.12 - Contract Implications</u></p> <p>The previous version states that the BIM Model shall NOT form part of the contract. While in this version, whether the BIM Model shall form part of the contract or not is to be stated in the Principal Contract. It allows that in case the BIM Model is stated to form part of the contract documents, only the data up to the LOIN levels specified in the BIM Execution Plan for each Model Element shall be relevant. Any data that exceeds the specified LOIN shall be for reference only.</p> <p>Please advise if there are standards of LOIN available in the market that we can refer to or if there is any task force working on this. The definition of LOIN in the IOS standard is too generic for adoption in Hong Kong construction industry.</p>
2	<p><u>SA for BIM Manager - CDE</u></p> <p>If the BIM Manager is required to provide the CDE under the agreement, all payments and licenses fees of the CDE shall be borne by them and is deemed to be included in his fee. The CDE is subject to approval by the Appointing Party. I suppose there are many different CDEs available on the market with different prices. The requirements of the CDE shall be specified in the Agreement in order for the BIM Manger to price it in their fee.</p>
3	<p><u>SA for BIM Service Provider - Cover Page</u></p> <p>To rename as “Service Agreement for BIM Service Provider” instead of “Service Agreement for Service Provider”</p>

DEVB's comments

1	<p><u>General Comment</u></p> <p>It is advisable to consult Com-BIM and its Task Force on BIM Standards on the draft SCC for BIM and BIM Services Agreements before promulgation.</p>
2	<p>C427 (Page number of Meeting Document, same below): Typo on title.</p>
3	<p>C248 DEVB TC(W) No. 12/2020 has been issued.</p>

4	<p>C432</p> <ol style="list-style-type: none"> 1. CDE should be with Main Contractor/Lead Consultant instead of BIM Manager 2. What is CDE under Employer for? 3. Rationale behind the three arrangements is unclear and should be elaborated more. In particular, there are transfer lines in the Arrangement 3 only for small scale projects). Apart from these three arrangements, there may be other possible arrangements.
5	<p>C438 The version of BIM standards should be mentioned. Does it mean the latest version if not quoted?</p>
6	<p>C440 The ownership of CDE should be clarified though it is managed by BIM Manager.</p>
7	<p>C441 For clearer requirements for coordination meetings, the frequency should be identified.</p>
8	<p>C442</p> <ol style="list-style-type: none"> 1. [Para. 8] Even though the provisional sum is mentioned in the Contract Sum, it is very difficult to break down and evaluate the work done. Besides, it is not desirable to let BIM Manger to assess the progress and certify the payment as payment certification is normally performed by the Surveyor/the Engineer. Any details or examples for this? DEVB considers “PAY for BIM” not viable. 2. [Para. 10] The Appointed Party should upload the BIM objects in CDE for the use by the other parties. Does it mean that he should release the ownership of BIM objects to the client? [Para. 11] However, the model authors can retain the ownership right for each model element and nobody is authorized to make any changes to it. It seems that Para. 10 and Para. 11 are contradictory to each other.
9	<p>C443</p> <ol style="list-style-type: none"> 1. [Para. 12] It seems that the contract still relies on 2D drawings generated from BIM model. Does it mean that BIM models are for reference only but not contractually binding? 2. [Para. 13] The BIM workflow with clashes identified by BIM Manager by issuing clash reports is not effective. A more collaborative approach should be adopted.
10	<p>C444 [*] should be put before the 2nd paragraph of Para. 16 as it is an optional item. If an independent BIM auditor will be appointed by the Employer, duties and responsibilities of such BIM auditor should be clearly specified. It is suggested that list of duties and responsibilities should be provided as an annex in this document.</p>
11	<p>C446 Clear definitions on BIM Uses and their contractual requirements should be provided to avoid misunderstanding and disputes on the scope of works.</p>

12	C447 What does it mean the latest BIM Execution Plan? Please clarify if such BIM Execution Plan should be provided by the Employer, BIM Manager or Appointed Party.
13	<u>General Comment</u> CIC should clarify if there is any standard form of consultancy agreement template (e.g. HKIA’s template) should be read in conjunction with this document. If so, some general requirements such as disputes, liability, etc. should be made reference to it.
14	C457 Please check if the termination or suspension clauses [Para. 9] align with other services agreements for the construction industry.
15	C459 1. [Para. 10] Please advise how the Employer can be protected to avoid the project delay when the appointed party fails to hand over data files, passwords, etc. which is essential for CDE management. 2. [Para. 11] Please clarify if mediation is a sole dispute resolution method.
16	C460 [Para. 13] CIC had better consult the insurance sector to seek their views on PII cover. Is it possible for BIM Manager to purchase PII on his own?
17	C461 1. Who is responsible for providing CDE? Any guidelines for the Employer? 2. Again, it is not a good practice that certification of payments for “PAY for BIM” for the Project is handled by the BIM Manager.
18	C465 1. Please clarify if BIM Audits are essential scope of services. If so, SME’s attention should be drawn to this requirement that a higher consulting fee may be resulted from. 2. [Para. 6] The minimum frequency of meetings should be specified. Why “Appointing Party” instead of “Appointed Party” shall attend/hold design co-ordination meetings. 3. Again, “PAY for BIM” will not be adopted for government projects at this stage.
19	C485 Please clarify why the schedule of services for BIM Manager or BIM Service Provider is greatly different. It is important to let the Employers to understand such difference.
20	<u>Other Comments</u> Apart from comments from committee members and public consultation, will CIC appoint legal/contractual expert to vet these documents prior to issuance as there may be legal/contractual liabilities when using these documents.
21	<u>Other Comments</u> Disclaimer clause may be required for these two documents. Would CIC please advise.

22	<u>Other Comments</u> The consultant should deliver a presentation to Com-BIM and Com-CPD members to brief them the details of these two draft documents.
23	<u>Other Comments</u> These documents should be checked to be compatible with the standard form of contracts/ consultancy agreements currently used in Hong Kong.