



30 October 2025

Dear Sir / Madam,

Tender Reference No. (610) in P/AE/PUR/AGC
Invitation to Tender for the Provision of Lead Agency Services for the PR
Campaign for the Construction Industry Council

You are invited to submit a tender for the Provision of Lead Agency Services for the PR Campaign for the Construction Industry Council as specified in the tender documents.

1. Your tender proposal, **in copies specified in the tender**, should be submitted in two separate sealed envelopes.
2. The tenderer shall deposit two separate sealed envelopes with labels as specified below into the tender box located at **G/F, Hong Kong Institute of Construction - Kowloon Bay Campus, 44 Tai Yip Street, Kowloon Bay, Kowloon, Hong Kong** **not later than 12:00 noon on 13 November 2025.** Late tenders will NOT be considered.
 - a) Label with "Technical Proposal for Provision of Lead Agency Services for the PR Campaign for the Construction Industry Council"
 - b) Label with "Fee Proposal for Provision of Lead Agency Services for the PR Campaign for the Construction Industry Council"

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

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

5. Construction Industry Council is not bound to accept any proposal it may receive. In addition, it will reject bids which are considered to have been priced unreasonably low.
6. It should be noted that the Council will not be responsible for the reimbursement of any cost incurred by you for the preparation of the submission.
7. The invited tenderer who has decided to decline the bid shall return the Reply Slip for Declining Bid provided in Appendix F of the Conditions of Tender.
8. The tender documents can be downloaded from CIC's website: http://www.cic.hk/eng/main/aboutcic/procurement/tender_details/.
9. During the tender evaluation stage, the tenderer may be requested to attend a tender interview to present his tender proposals. Details of the interview may be announced to the shortlisted tenderers THREE (3) days prior to the interview. Upon receipt of a request from the CIC, the tenderer shall provide a tender presentation to demonstrate whether the proposal can fulfill the requirements specified in the Assignment Brief and its Annexes.
10. For queries regarding this tender invitation or/and tender process, please contact Mr. Kelvin LEE, Assistant Manager - Procurement, on telephone 2100-9425 or via e-mail: kelvinlee@cic.hk.

Yours sincerely,



Eric LEE
Manager – Procurement

Encl.

Checklist for Submission of Tender

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

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

Particulars	<u>Reference</u>
Technical Proposal	
1. Tenderer's Track Record & Project Reference	Conditions of Tender, Appendix A Clause 1.1 to 1.4
2. Organisation and Qualifications of Proposed Project Team	Conditions of Tender, Appendix A Clause 2.1.1, 2.1.2 and 2.1.3
3. Project Approach and Requirements to (i) fulfill the technical requirements and (ii) deliver all deliverables outlined in the Assignment Brief and its Annexes	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
Fee Proposal	
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 Lead Agency Services for the PR Campaign for the Construction Industry Council

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

"Confidential"	
Technical Proposal	Construction Industry Council (CIC) The Tender Box G/F, Hong Kong Institute of Construction – Kowloon Bay Campus, 44 Tai Yip Street, Kowloon Bay, Kowloon, Hong Kong
	Ref. No.: [(610) in P/AE/PUR/AGC] Provision of Lead Agency Services for the PR Campaign for the Construction Industry Council
Name of Tenderer: _____	
Closing Time and Date: <u>12:00 noon on 13 November 2025</u>	



"Confidential"	
Fee Proposal	Construction Industry Council (CIC) The Tender Box G/F, Hong Kong Institute of Construction – Kowloon Bay Campus, 44 Tai Yip Street, Kowloon Bay, Kowloon, Hong Kong
	Ref. No.: [(610) in P/AE/PUR/AGC] Provision of Lead Agency Services for the PR Campaign for the Construction Industry Council
Name of Tenderer: _____	
Closing Time and Date: <u>12:00 noon on 13 November 2025</u>	

Tender Documents
for
Provision of
Lead Agency Services
for
the PR Campaign
for
the Construction Industry Council

Employer

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

October 2025

Provision of Lead Agency Services for
the PR Campaign
for the Construction Industry Council

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Conditions of Tender
for
Provision of
Lead Agency Services
for
the PR Campaign
for
the Construction Industry Council

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1 Notes to Tenderers

- 1.1 All tenderers shall read the instructions contained in this Conditions of Tender carefully prior to preparing their tender submissions. Any tender submission, which does not follow these instructions is deemed to be incomplete and may be disqualified.
- 1.2 The tender documents consist of:
 - a) Conditions of Tender;
 - b) Appendices to Conditions of Tender;
 - c) Assignment Brief and its Annexes (if any);
 - d) Memorandum of Agreement;
 - e) General Conditions of Contract;
 - f) Contractor's Safety Requirements;
 - g) 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 Lead Agency Services for the PR Campaign for the Construction Industry Council**. Further details are given in the **Assignment Brief and its Annexes**.
- 2.2 The tender shall be submitted in accordance with the **Conditions of Tender**.
- 2.3 If the tender is accepted and the contract is awarded, the tender documents specified in Clause 1.2 above, the tender proposal submitted by the tenderer and other relevant contract correspondence as agreed by the tenderer and CIC will form part of the contract.

3 Tenderers' Response to CIC Enquiries

- 3.1 In the event that the CIC determines that clarification of any tender is necessary, it will advise the tenderer to supplement its tender. Unless otherwise specified in the request for clarification, the tenderer shall thereafter have 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 fails to submit all information mentioned above with his tender, his tender may not be considered.
- 4.2 If CIC's participation is required, the tenderer should clearly state the details and the expected resources, skills, level of participation, responsibilities, and duration.
- 4.3 The tenderer shall state in his proposals the implementation plan of delivering the deliverables as described in the **Assignment Brief and its Annexes**.
- 4.4 The tenderer must submit his offer in Hong Kong Dollars. **OFFERS SUBMITTED IN OTHER CURRENCIES SHALL NOT BE CONSIDERED.**
- a) The tenderer is required to submit the completed **Form of Tender as per Appendix C** of the Conditions of Tender.
 - b) In addition, the tenderer is required to submit **the Fee Proposal** using the prescribed form provided in **Appendix D** of the Conditions of Tender. There shall be no adjustment for any price fluctuations; and
 - c) The tenderer should ensure that the fee quoted is sufficient before submitting the tender. Under no circumstances will the CIC accept any change of quoted lump sum fee on the ground that a mistake has been made in the tender price.
- 4.5 A two-envelope approach is adopted for tender submission, i.e. the tenderers should submit all information specified in **Appendix A** of the Condition of Tender and the letter annexed in **Appendix B** and mentioned in Clause 4.28 of the Conditions of Tender (collectively known as "technical proposal") in one envelope and the completed Form of Tender using the prescribed form provided in **Appendix C** of the Conditions of Tender and the Fee Proposal using the prescribed form provided in **Appendix D** of the Conditions of Tender (collectively known as "fee proposal") in a separate envelope. Failure to do so will render the tender void.
- 4.6 The tenderer shall submit **ONE (1)** hard copy and corresponding files in electronic form (e.g. in MS Word / MS Excel / PDF format) stored in an electronic medium (eg: USB / CD-ROM / DVD-ROM) of the technical proposal in a sealed envelope marked "Technical Proposal" and **ONE (1)** hard copy of the fee proposal in a separate sealed envelope marked "Fee Proposal" clearly indicating the tenderer's name and tender title. In the event of discrepancies between original and electronic versions of the Tender Submission, the former shall prevail.
- 4.7 Tender should be submitted to the Tender Box of CIC at **G/F, Hong Kong**

**Institute of Construction - Kowloon Bay Campus, 44 Tai Yip Street,
Kowloon Bay, Kowloon, Hong Kong by 12:00 noon on 13 November 2025.**

Late submission will NOT be considered. Failure to do so shall render the tender void.

- 4.8 In the event that a Typhoon Signal No. 8 or above or Black Rainstorm Warning is hoisted or Extreme Condition as announced by the Hong Kong Government within the office hour (8:30 am – 6:18 pm) on the tender closing date, the tender closing time will be postponed to 12:00 noon on the following working day.
- 4.9 The CIC will not reimburse any cost incurred by tenderers for the preparation and submission of the tender.
- 4.10 The CIC may reject a tender which in CIC's opinion is unreasonably low in terms of price and may therefore affect the tenderer's capability in carrying out and complete the services and delivering the deliverables in accordance with the Assignment Brief and its Annexes
- 4.11 Any amendments to the rates offered must be signed by the person who signs the tender. Failure to do so will render the tender null and void.
- 4.12 Unless otherwise stated, tenders shall be valid for 120 days from the specified closing date. If no letter of acceptance or order is placed within the validity period of the offer, the tenderer may assume that the offer has not been accepted.
- 4.13 This is an invitation to offer. The CIC is not bound to accept the lowest tender or the highest combined scores under the technical and fee proposal or any tender.
- 4.14 The CIC reserves the right to negotiate with any or all tenderer(s) on the terms of the tender.
- 4.15 Tenderer should ascertain the prices quoted are sufficient before submitting his tender. Under no circumstances will the Employer accept any request for price adjustment due to any mistake made in the tender prices.
- 4.16 The CIC shall have the right, in its absolute discretion, to disclose to any person and for any purpose, any information submitted to the CIC as part of the tender or otherwise in connection with the awarded contract, without further notification to the successful tenderer. In submitting the tender, the tenderer irrevocably consents to such disclosure.
- 4.17 In the event that a tenderer discovering a genuine error in his tender after it has been deposited, he may in writing draw attention to the error and submit amendment which may be accepted, provided that the amendment has been deposited on or before the closing time fixed for the receipt of tenders.
- 4.18 The CIC will not consider prices missing in Unit Rate, Total Value and Total Amount. The Unit Rate will be used should the Total Value and / or Total Amount have any discrepancy with the Unit Rate. No adjustment will be made for fluctuations in salaries, material prices and exchange rates of currencies, freight charges, insurance premium or for any other reason whatsoever.
- 4.19 Should examination of a tender reveal errors of such magnitude as in the opinion

of the CIC would involve the tenderer in serious loss then the nature and amount of such errors will be communicated to the tenderer and he will be asked to confirm in writing that he is prepared to abide by his tender or withdraw his tender.

- 4.20 The tenderer shall be required to check the numbers of the pages of the tender documents against the page numbers given in the contents. If the tenderer finds any missing, in duplicate or indistinct, he must inform the CIC at once and have the same rectified.
- 4.21 Should the tenderer for any reason whatsoever be in doubt as to the precise meaning of any item or description, he must inform the CIC in order that correct meaning may be decided before the date for submission of tender.
- 4.22 Tenderer shall inspect the Site and make themselves thoroughly acquainted with the existing condition of the premises, location, the existing structure / accessibility, restrictions for loading and unloading materials, and all the materials, and all other aspects which may affect the delivery of the deliverables. Tenderer shall make due and proper allowance when estimating their rates and prices for the information obtained or which ought to have been obtained during the site inspection. (for Tenders that involve field work only)
- 4.23 No liability will be admitted, nor claim allowed in respect of errors in the tenderer's tender due to mistakes in the tender documents which should have been rectified in the manner described above.
- 4.24 Tenderer shall be deemed to be in possession of a valid business registration certificate and, if necessary, be registered with the relevant authority authorizing him to carry out the works described in the tender documents.
- 4.25 Tenderer shall comply with the CIC's General Conditions of Contract. The tender price shall deem to be included all cost incurred.
- 4.26 Any qualification of tender or of the tender documents may cause the tender to be disqualified.
- 4.27 No unauthorized alteration or erasure to the text of the tender documents will be permitted. Any tender containing such alteration or erasure may not be considered.
- 4.28 The tenderer shall strictly comply with the following anti-collusion clause:
- (1) (a) Subject to sub-clause (2) of this Clause, the tenderer shall not communicate to any person other than the CIC the amount of the tender price or any part thereof until the tenderer is notified by the CIC of the outcome of the tender exercise.
- (b) Further to paragraph (a) of this sub-clause, the tenderer shall not fix the amount of the tender price or any part thereof by arrangement with any other person, make any arrangement with any person about whether or not he or that other person will or will not submit a tender or otherwise collude with any person in any manner whatsoever in the tendering process.

- (c) Any breach of or non-compliance with this sub-clause by the tenderer shall, without affecting the tenderer's liability for such breach or non-compliance, invalidate his tender.
 - (2) Sub-clause (1)(a) of this Clause shall have no application to the tenderer's communications in strict confidence with:
 - (a) his own insurers or brokers to obtain an insurance quotation for computation of tender price;
 - (b) his consultants or sub-contractors to solicit their assistance in preparation of tender submission; and
 - (c) his bankers in relation to financial resources for the Contract
 - (3) The tenderer shall submit with his tender a duly signed and witnessed letter in the form set out in Appendix B of the Conditions of Tender. The signatory to the letter shall be a person authorized to sign CIC contracts on the tenderers's behalf.
 - (4) The tenderer shall indemnify and keep indemnified the CIC against all losses, damages, costs or expenses arising out of or in relation to any breach of or non-compliance with sub-clause (1) of this Clause by the tenderer, including but not limited to additional costs due to price escalation, costs and expenses of re-tendering and other costs incurred.
- 4.29 The tenderer shall not and shall ensure that his agents and employees shall not give or offer any advantages as defined under the Prevention of Bribery Ordinance to any agent or employee of CIC. Any breach of the clause by the tenderer shall, without affecting the tenderer's liability for such breach, invalidate his tender.
- 4.30 The invited tenderer who has decided to decline the bid shall return the Reply Slip for Declining Bid provided in Appendix F of the Conditions of Tender.

5 Tender Interview

- 5.1 During the tender evaluation stage, the tenderer may be requested to attend a tender interview to present his tender proposals. Details of the interview may be announced to the shortlisted tenderers THREE (3) days prior to the interview. Upon receipt of a request from the CIC, the tenderer shall provide a tender presentation to demonstrate whether the proposal can fulfill the requirements specified in the Assignment Brief and its Annexes.

- 5.2 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.
- 5.3 The presentation should at least include the project team profile, the approach to fulfill the objectives described in the Assignment Brief and its Annexes and an outline programme for completing the assignment. The presentation shall be conducted, where possible, by the leader of the proposed project team for performing the project management.
- 5.4 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.
- 5.5 Each interview presentation should be no longer than 25 minutes, including a 10-minute questions and answers session.

6 Tender Evaluation

- 6.1 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.

7 Tenderer's Commitment

- 7.1 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.
- 7.2 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.
- 7.3 Tender shall remain valid and open for acceptance for **120 days** after the tender closing date.

8 Amendments

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

- 8.2 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.

9 Award of Contract

- 9.1 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.
- 9.2 The CIC reserves the right of not awarding the contract after receipt of submissions by the tenderer.
- 9.3 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.

10 Rights to Exercise

- 10.1 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.

11 Submitted Documents

- 11.1 All submitted documents will not be returned.

12 Enquiries

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

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

Tel : (852) 2100-9425

Fax: (852) 2100-9439

Email: kelvinlee@cic.hk

APPENDIX A – Details for Technical Submission

**To be included
in
Technical Proposal**

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

1. Tenderer's Track Record & Project Reference

- 1.1 The tenderer is required to provide company's profile, background and scope of business, expertise, company structure, and number of staff resources;
- 1.2 The tenderer is required to provide a full list of project references undertaken in the **past 5 years** (as of the tender closing date) for projects similar to this Assignment, giving the details by adhering to the submission format as specified in Section 1.3 below.
- 1.3 The tenderer shall 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 work			
Project Type (Scale and complexities)			
Organisation Type		Involved Stakeholders Type	
Project Cost		Project Duration	
Completion Date			

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

2. Tenderer's Staff Resources

2.1 Organization and Qualification of Proposed Project Team

2.1.1 The tenderer shall submit:

- (a) An **Organization chart** indicating the proposed project team structure and strength of the proposed project team. The project team shall include members who have experience in supplying the Deliverables as outlined in the Assignment Brief and its Annexes, in particular the Project Director, Account Manager (PR & Media), Account Manager (Social Media), Account Manager (Online Marketing), Editor / Copywriter (PR & Media), Copywriter (Social Media), Creative Designer, Photographer / Video Cameraman / Illustrator and other staff as stated in Section 8 of the Assignment Brief.

2.1.2 The project team members shall possess the required **Qualifications, Professional Knowledge and Relevant Experience** to supply the Deliverables as outlined in the Assignment Brief and its Annexes.

2.1.3 The project team proposed in the tender submission shall form part of the Agreement. The tenderer shall provide the details included but not limited to the following information of proposed project team members in the tender submission:

- a) Name
- b) Post / Title in this Project
- c) Core Team or Supporting Team Members (Yes/No)
- d) Language (Chinese/English/Both)
- e) Qualifications
- f) Duties and Responsibilities in the Assignment
- g) Years of Relevant Experience
- h) Relevant experience and result attained in projects of similar nature mentioned in the Assignment Brief

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

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

3. Project Approach and Requirements

3.1 The tenderer is required to submit to the CIC the Campaign Strategies and Management Approach to fulfill the Scopes of Services, addressing the Objectives, and to present all deliverables as outlined in the Assignment Brief and its Annexes. The proposal shall at least include the following:

- (a) The overall strategies for the Campaign with online and offline publicity activities as well as the THREE (3) monthly themes that could link to the publicity activities listed in paragraph 1.8 of the Assignment Brief and how to achieve the “Media Coverage”, “Reach” and “Engagement” targets and boost the number of social media followers with the publicity activities.
- (b) Communication plans to achieve the set targets as stipulated in Section 3.4.10 (e) and 3.5.5 (d) of the Assignment Brief
- (c) Detailed promotion and management strategies for social media platforms including Instagram, Facebook, YouTube.
- (d) Proposed topics/contents for at least THREE (3) upcoming months (total of 24 feeds/mini games/videos) for boosting Media Coverage, Reach and Engagement as well as fans/followers acquisition.
- (e) Proposed online marketing campaigns for at least THREE (3) upcoming months with the required advertising budget, channels mix and the expected results.
- (f) Proposed visual / animation. video style with references and the story/write-up of one feed for social media and other platforms to promote the above.
- (g) Detailed timeline and work programme, and approaches to ensure timely completion of the Services shall be indicated.

3.2 The tenderer shall refer to the other requirements laid down in the Assignment Brief and its Annexes 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:

<u>Particulars</u>	<u>Reference</u>
Technical Proposal	
1. Tenderer's Track Record & Project Reference	Conditions of Tender, Appendix A Clause 1.1 to 1.4
2. Organisation and Qualifications of Proposed Project Team	Conditions of Tender, Appendix A Clause 2.1.1, 2.1.2 and 2.1.3
3. Project Approach and Requirements to (i) fulfill the technical requirements and (ii) deliver all deliverables outlined in the Assignment Brief and its Annexes	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

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 fail to submit all information mentioned above with his tender, his tender may not be considered.

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

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

To: Construction Industry Council (CIC)

Date:

**To be included
in
Technical Proposal**

Dear Sir/Madam,

Tender Ref: (610) in P/AE/PUR/AGC

Tender Title: Provision of Lead Agency Services for the PR
Campaign for the Construction Industry Council

*[I/We],

[()] of
name of the tenderer

()¹,
address of the tenderer

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

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

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

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

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

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

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

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

Signed for and on behalf of

[_____]
name of the tenderer

by

[_____]²:
name and position of the signatory

Name of Witness: _____

Signature of Witness: _____

Occupation: _____

Note:

* Delete as appropriate

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

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

APPENDIX C – Form of Tender

**To be included
in
Fee Proposal**

FORM OF TENDER
FOR
PROVISION OF LEAD AGENCY SERVICES FOR
THE PR CAMPAIGN
FOR
THE CONSTRUCTION INDUSTRY COUNCIL

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

Dear Sirs,

1. Having examined the Conditions of Tender, Appendices to Conditions of Tender, Assignment Brief and its Annexes, Memorandum of Agreement, General Conditions of Contract, Contractor's Safety Requirements and Guidelines On Work-Above-Ground Safety thereto for the execution of the above named Services, we offer to execute and complete the whole of the said Services in conformity with the said Conditions of Tender, Appendices to Conditions of Tender, Assignment Brief and its Annexes, Memorandum of Agreement, General Conditions of Contract, Contractor's Safety Requirements and Guidelines On Work-Above-Ground Safety and the tender proposals submitted herewith within 12 Months 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 LEAD AGENCY SERVICES FOR
THE PR CAMPAIGN
FOR
THE CONSTRUCTION INDUSTRY COUNCIL

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

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

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

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

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

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

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

Schedule of Rates

Table 1 - Detailed breakdown of tender price

Item	Relevant Item(s) in Assignment Brief and its Annexes	Description of Deliverables	Unit	Quantity (a)	Unit Rate Including Delivery in HK\$ ^ (b)	Total Value Including Delivery in HK\$ ^ (c) = (a)x(b)
Section A – Mandatory Items						
1	Section 3.3, Section 6	Overall Strategy and Project Management	Month	12		
2	Section 3.4, Section 6	Overall Public Relations Consultation and Duties	Month	12		
3	Section 3.4.10 (a), Section 6	General Media and PR Services – Press materials	Job	6*		
4	Section 3.4.10 (b), Section 6	General Media and PR Services – Media Interviews	Job	6*		
5	Section 3.4.10 (c), Section 6	General Media and PR Services – Feature Stories for Industry Stakeholders	Job	4*		
6	Section 3.4.10 (d), Section 6	General Media and PR Services – Develop a Toolkit for the Campaign for Task Group / Co-opt members	Job	1		
7	Section 3.4.10 (f)	General Media and PR Service: Survey on Project Awareness and Effectiveness	Job	1		
8	Section 3.5, Section 6	Overall Digital Strategy Formulation and Management of Social Media Platforms	Month	12		
9	Section 3.5.5 (h), Section 6	Create Seedings / Word of mouth posts in forums to generate positive online sentiments and awareness	Job	12*		
10	Section 3.5.7 & 3.5.8, Section 6	Management of the Social Media Platforms for the Campaign (Stories and General Feeds – Text Post: draft text only, with photos or video provided to the Contractor)	Job	34*		

Item	Relevant Item(s) in Assignment Brief and its Annexes	Description of Deliverables	Unit	Quantity (a)	Unit Rate Including Delivery in HK\$ ^ (b)	Total Value Including Delivery in HK\$ ^ (c) = (a)x(b)
11	Section 3.5.7 – 3.5.12, Section 6	Management of the Social Media Platforms for the Campaign (Stories and General Feeds – Static Visual Post: with photo shooting or illustration done by the Contractor)	Job	34*		
12	Section 3.5.7 – 3.5.12, Section 6	Management of the Social Media Platforms for the Campaign (Stories and General Feeds – Animated Post: with animation done by the Contractor)	Job	16*		
13	Section 3.5.7 – 3.5.12, Section 6	Management of the Social Media Platforms for the Campaign (Stories and General Feeds – Video Post, with video shooting done by the Contractor)	Job	16*		
14	Section 3.5.8 (g), Section 6	Management of the Social Media Platforms for the Campaign (Mini Campaign)	Job	4*		
15	Section 3.5.6, Section 6	Ad boosting for selected social media posts to achieve the set targets	Month	24*		
16	Section 3.6, Section 6	Online Marketing Campaign	Job	6*		
17	Section 3.7.2, 3.7.8 – 3.7.16, Section 6	Photography Service for Promotional Materials – ONE (1) Photographer for Full Day	Job	4*		
18	Section 3.7.2, 3.7.8 – 3.7.16, Section 6	Photography Service for Promotional Materials – ONE (1) Photographer for Half Day	Job	12*		
19	Section 3.7.2, 3.7.8 – 3.7.16, Section 6	Videography Service for Promotional Materials – ONE (1) Videographer for Full Day	Job	4*		
20	Section 3.7.2, 3.7.8 – 3.7.16, Section 6	Videography Service for Promotional Materials – ONE (1) Videographer for Half Day	Job	12*		
21	Section 3.7.3, 3.7.8 – 3.7.16, Section 6	Photography Service for Event – ONE (1) Photographer for Full Day	Job	4*		

Item	Relevant Item(s) in Assignment Brief and its Annexes	Description of Deliverables	Unit	Quantity (a)	Unit Rate Including Delivery in HK\$ ^ (b)	Total Value Including Delivery in HK\$ ^ (c) = (a)x(b)
22	Section 3.7.3, 3.7.8 – 3.7.16, Section 6	Photography Service for Event – ONE (1) Photographer for Half Day	Job	12*		
23	Section 3.7.3, 3.7.8 – 3.7.16, Section 6	Videography Service for Event – ONE (1) Videographer for Full Day	Job	4*		
24	Section 3.7.3, 3.7.8 – 3.7.16, Section 6	Videography Service for Event – ONE (1) Videographer for Half Day	Job	12*		
25	Section 3.7.3, 3.7.8 – 3.7.16, Section 6	Videography Service for Event – ONE (1) Gaffer or Sound Man for Full Day	Job	4*		
26	Section 3.7.3, 3.7.8 – 3.7.16, Section 6	Videography Service for Event – ONE (1) Gaffer or Sound Man for Half Day	Job	12*		
27	Section 3.7.4, 3.7.8 – 3.7.16, Section 6	Audio and Visual Consultation Service	Job	2*		
28	Section 3.4.10 (e), Section 3.5.5 (d), Section 6	Reward for - reach at least 200 media coverage in media channels including but not limited to coverage in TV, radio, newspapers (online or offline) and reach an aggregated media value of at least \$3 million. - reach a total number of 1.5 million reach and 50,000 engagement in the social media platforms; the number of target viewership to reach 1 million for at least one of the publicity activity/means (e.g. TV programme, TV ad, video / reel on social media); and the current fan base of Facebook and Instagram with additional 4,000 followers within the 12-month management	sum	1	3% of the Total Value for Item 1 under Section A – Mandatory Item	
Section A - Total (Mandatory Items):						

* This provisional quantity is the best estimation of the CIC. Payment shall be according to actual consumption. The CIC does not commit to order any item / provisional quantity.

(Note: All the fees quoted for all Mandatory Items above shall include all related expenses in retrieving all necessary documents and drawings and in attaining all necessary statutory approval.)

Fee Proposal for Optional Deliverables

The following are optional items. The CIC has absolute right to determine whether these optional items will be carried out within the contract period. Detailed cost breakdown of the Unit Rates for the optional items are set out in Table 2 and Table 3 below:

Table 2 - Detailed breakdown of tender price of optional items in the First 12 months service period

Item	Relevant Item(s) in Assignment Brief and its Annexes	Description of Deliverables	Unit	Quantity (a)	Unit Rate Including Delivery in HK\$ ^ (b)	Total Value Including Delivery in HK\$ ^ (c) = (a)x(b)
Section B – Optional Items (To be performed upon request and confirmation by the CIC)						
1	Section 3.7.2 (v), 3.7.3 (a) (v), 3.7.3 (b) (v)	Photography and Videography Service: Additional Assistant or Best Boy for Half Day	Job	12		
2	Section 3.7.2 (vii)	Videography Service: Additional THREE (3) rounds of cut revision of video	Job	3		
3	Section 3.7.3 (b) (vi)	Videography Service: Video editing services of video length more than 10 minutes to less than or equal to 30 minutes	Job	1		RATE ONLY

Table 3 - Detailed breakdown of tender price of contract renewal for another 12 months service period

Item	Relevant Item(s) in Assignment Brief and its Annexes	Description of Deliverables	Unit	Quantity (a)	Unit Rate Including Delivery in HK\$ ^ (b)	Total Value Including Delivery in HK\$ ^ (c) = (a)x(b)
Section C - Contract Renewal (To be performed upon request and confirmation by the CIC) (Note: Contract renewals, if any, the rates shall cover the scope of service mentioned in Section A. The tenderer shall consider any discount is available, in view of the CIC's longer-term engagement of its services.)						
1	Section 3.3, Section 6	Overall Strategy and Project Management	Month	1		RATE ONLY
2	Section 3.4, Section 6	Overall Public Relations Consultation and Duties	Month	1		RATE ONLY
3	Section 3.4.10 (a), Section 6	General Media and PR Services – Press materials	Job	1		RATE ONLY
4	Section 3.4.10 (b), Section 6	General Media and PR Services – Media Interviews	Job	1		RATE ONLY
5	Section 3.4.10 (c), Section 6	General Media and PR Services – Feature Stories for Industry Stakeholders	Job	1		RATE ONLY
6	Section 3.4.10 (d), Section 6	General Media and PR Services – Develop a Toolkit for the Campaign for Task Group / Co-opt members	Job	1		RATE ONLY
7	Section 3.4.10 (f)	General Media and PR Service: Survey on Project Awareness and Effectiveness	Job	1		RATE ONLY
8	Section 3.5, Section 6	Overall Digital Strategy Formulation and Management of Social Media Platforms	Month	1		RATE ONLY
9	Section 3.5.5 (h), Section 6	Create Seedings / Word of mouth posts in forums to generate positive online sentiments and awareness	Job	1		RATE ONLY
10	Section 3.5.7 & 3.5.8, Section 6	Management of the Social Media Platforms for the Campaign (Stories and General Feeds – Text Post: draft text only, with photos or video provided to the Contractor)	Job	1		RATE ONLY

Item	Relevant Item(s) in Assignment Brief and its Annexes	Description of Deliverables	Unit	Quantity (a)	Unit Rate Including Delivery in HK\$ ^ (b)	Total Value Including Delivery in HK\$ ^ (c) = (a)x(b)
11	Section 3.5.7 – 3.5.12, Section 6	Management of the Social Media Platforms for the Campaign (Stories and General Feeds – Static Visual Post: with photo shooting or illustration done by the Contractor)	Job	1		RATE ONLY
12	Section 3.5.7 – 3.5.12, Section 6	Management of the Social Media Platforms for the Campaign (Stories and General Feeds – Animated Post: with animation done by the Contractor)	Job	1		RATE ONLY
13	Section 3.5.7 – 3.5.12, Section 6	Management of the Social Media Platforms for the Campaign (Stories and General Feeds – Video Post, with video shooting done by the Contractor)	Job	1		RATE ONLY
14	Section 3.5.8 (g), Section 6	Management of the Social Media Platforms for the Campaign (Mini Campaign)	Job	1		RATE ONLY
15	Section 3.5.6, Section 6	Ad boosting for selected social media posts to achieve the set targets	Month	1		RATE ONLY
16	Section 3.6, Section 6	Online Marketing Campaign	Job	1		RATE ONLY
17	Section 3.7.2, 3.7.8 – 3.7.16, Section 6	Photography Service for Promotional Materials– ONE (1) Photographer for Full Day	Job	1		RATE ONLY
18	Section 3.7.2, 3.7.8 – 3.7.16, Section 6	Photography Service for Promotional Materials – ONE (1) Photographer for Half Day	Job	1		RATE ONLY
19	Section 3.7.2, 3.7.8 – 3.7.16, Section 6	Videography Service for Promotional Materials – ONE (1) Videographer for Full Day	Job	1		RATE ONLY
20	Section 3.7.2, 3.7.8 – 3.7.16, Section 6	Videography Service for Promotional Materials – ONE (1) Videographer for Half Day	Job	1		RATE ONLY
21	Section 3.7.3, 3.7.8 – 3.7.16, Section 6	Photography Service for Event – ONE (1) Photographer for Full Day	Job	1		RATE ONLY

Item	Relevant Item(s) in Assignment Brief and its Annexes	Description of Deliverables	Unit	Quantity (a)	Unit Rate Including Delivery in HK\$ ^ (b)	Total Value Including Delivery in HK\$ ^ (c) = (a)x(b)
22	Section 3.7.3, 3.7.8 – 3.7.16, Section 6	Photography Service for Event – ONE (1) Photographer for Half Day	Job	1		RATE ONLY
23	Section 3.7.3, 3.7.8 – 3.7.16, Section 6	Videography Service for Event – ONE (1) Videographer for Full Day	Job	1		RATE ONLY
24	Section 3.7.3, 3.7.8 – 3.7.16, Section 6	Videography Service for Event – ONE (1) Videographer for Half Day	Job	1		RATE ONLY
25	Section 3.7.3, 3.7.8 – 3.7.16, Section 6	Videography Service for Event – ONE (1) Gaffer or Sound Man for Full Day	Job	1		RATE ONLY
26	Section 3.7.3, 3.7.8 – 3.7.16, Section 6	Videography Service for Event – ONE (1) Gaffer or Sound Man for Half Day	Job	1		RATE ONLY
27	Section 3.7.4, 3.7.8 – 3.7.16, Section 6	Audio and Visual Consultation Service	Job	1		RATE ONLY
28	Section 3.4.10 (e), Section 3.5.5 (d), Section 6	Reward for - reach at least 200 media coverage in media channels including but not limited to coverage in TV, radio, newspapers (online or offline) and reach an aggregated media value of at least \$3 million. - reach a total number of 1.5 million reach and 50,000 engagement in the social media platforms; the number of target viewership to reach 1 million for at least one of the publicity activity/means (e.g. TV programme, TV ad, video / reel on social media); and the current fan base of Facebook and Instagram with additional 4,000 followers within the 12-month management	sum	1	3% of the Total Value for Item 1 for 12 months contract renewal under Section C – Optional Item	

Item	Relevant Item(s) in Assignment Brief and its Annexes	Description of Deliverables	Unit	Quantity (a)	Unit Rate Including Delivery in HK\$ ^ (b)	Total Value Including Delivery in HK\$ ^ (c) = (a)x(b)
Section B – Optional Items for Contract Renewal Period (To be performed upon request and confirmation by the CIC)						
1	Section 3.7.2 (v), 3.7.3 (a) (v), 3.7.3 (b) (v)	Photography and Videography Service: Additional Assistant or Best Boy for Half Day	Job	1		RATE ONLY
2	Section 3.7.2 (vii)	Videography Service: Additional THREE (3) rounds of cut revision of video	Job	1		RATE ONLY
3	Section 3.7.3 (b) (vi)	Videography Service: Video editing services of video length more than 10 minutes to less than or equal to 30 minutes	Job	1		RATE ONLY

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

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

Payment Stage	Project Phase and Deliverables	Payment Percentage (%)
<u>Core Items</u>		
1	Upon receipt and satisfactory acceptance of the service/deliverables in each month by the CIC and DEVB, and upon the submission of invoice(s) to the CIC by the Contractor, the Contractor shall be paid within 30 days of the receipt of the invoice(s) subject to verification of the invoice(s).	100%
TOTAL		100%

<u>Optional Items</u>		
1	On actual basis upon satisfactorily receipt of items	100%

Date for Commencement	As stated in the CIC Project Commencement Letter or as instructed by the CIC
Date for Completion	TWELVE (12) months from the Date of Commencement

Name of Company : _____

Signature of Person Authorized
to Sign for the Proposal* : _____

(with company chop)

Address _____

Tel No.: _____ Fax No. _____

Email: _____ Date: _____

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

APPENDIX E – Tender Evaluation Procedures and Criteria

1. INTRODUCTION

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

2. TECHNICAL EVALUATION

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

Table 1 – Technical assessment marking scheme

Assessment Criteria	Assessed Marks (%)	Maximum Marks (%)
Assessment will be based on the following criteria:- 1. Tenderer's Track Record & Project Reference (15%) ➤ Tenderer company's profile, background and scope of business, expertise, company structure, and number of staff resources ➤ Information of relevant projects in the past 5 years. 2. Proposed composition and organization of project team (either teams under the Lead Agency or by sub-contractors) with qualifications, experience and capability of team members in carrying out the required Services (15%) The following sub-criteria shall be considered: (a) An organisation chart indicating the proposed project team structure and strength of the proposed project team (5%) (b) Qualification, experience, relevant projects and result attained by the Proposed Project Team (10%) 3. Project Approach and Requirements to fulfill the objectives and carry out and complete all the tasks described in the Assignment Brief and its Annexes (60%) The following sub-criteria shall be considered: (a) The overall strategies for the Campaign with online and offline publicity activities as well as the THREE (3) monthly themes that could link to the publicity activities listed in paragraph 1.8 of the Assignment Brief and how to achieve the "Media Coverage", "Reach" and "Engagement" targets and boost the number of social media followers with the publicity activities. (20%) (b) Communication plans to achieve the set targets as stipulated in Section 3.4.10 (e) and 3.5.5 (d) of the Assignment Brief (10%) (c) Detailed strategies for social media platforms including Instagram, Facebook, YouTube. (5%) (d) Proposed topics/contents for at least THREE (3) upcoming months (total of 24 feeds/mini games/videos) to boost reach and engagement, as well as fans/followers acquisition (10%) (e) Detailed online marketing campaign proposal for at least THREE (3) upcoming months with suggested budget, channels mix and the expected results (10%) (f) Proposed visual / animation / video style with references and the story/write-up for social media and other platforms (5%) 4. Tenderer's Performance in CIC's Past Projects (10%)		15% 15% 60% 10%
Total:		100%

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

$$70 \times \frac{\text{Technical assessment mark of the subject tender}}{\text{Highest technical assessment mark of all tenders}}$$

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:

$$30 \times \frac{\text{Lowest total lump sum fee of all tenders}}{\text{Total lump sum fee of the subject tenders}}$$

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: (610) in P/AE/PUR/AGC, Closing Date: 13 November 2025), I/we regret that I am/we are unable to bid due to the following reason(s):

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

- ☐ Inadequate time to prepare tender proposal. Suggested timeframe for proposal preparation: _____ days

- ☐ Invitation document contains insufficient details.
Suggested supplementary details:

- ☐ Work scope too broad. Would you consider bidding if the work scope is reduced?

☐ Yes

☐ No

Or which part(s) of the work scope shall be reduced to facilitate your consideration in bidding (please specify)?

- ☐ Work scope too narrow. Would you consider bidding if the work scope is broadened?

☐ Yes

☐ No

Or what supplementary details shall be added to facilitate your consideration in bidding (please specify)?

- ☐ Not interested in this type of service.

- ☐ Working at full capacity at the moment.
- ☐ Work scope beyond firm's / organisation's expectation.
- ☐ Cannot meet project time schedule. Suggested timeframe for the project:
_____ months
- ☐ Requirements / Specifications too restrictive.
- ☐ Others (please specify):

Signature: _____

Full Name of Contact Person: _____

Position: _____

Name of Company: _____

Telephone No.: _____

Fax No.: _____

E-mail: _____

Date: _____

Note:

- 1) Please return the completed reply slip to E-mail: kelvinlee@cic.hk or fax no: 2100 9439 no later than 12:00 p.m. on 13 November 2025.
- 2) Please contact Mr. Kelvin LEE at Tel: 2100 9425 or E-mail: kelvinlee@cic.hk for any enquiry.

Assignment Brief

of

Provision of Lead Agency Services

for

the PR Campaign

for

the Construction Industry Council

October 2025

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**Assignment Brief
of
Provision of Lead Agency Services
for the PR Campaign
for the Construction Industry Council**

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1. Background

- 1.1 The Construction Industry Council (“CIC”) was established in February 2007. The main functions of the CIC are to forge consensus on long-term strategic issues, to convey the industry’s needs and aspirations to HKSAR Government (HKSARG), as well as to provide a communication channel for the HKSARG to solicit advice on all construction-related matters. More details about the CIC are available on its website: <https://www.cic.hk/eng/index.html>
- 1.2 The CIC, with the support of the Development Bureau (“DEVB”) of the HKSARG and in partnership with professional and trade institutions of the construction industry, has launched a joint promotion and publicity campaign for the whole construction industry in November 2022 to reach out to the community (the “PR Campaign”), with a view to **(1) enhancing public understanding of the professionalism, contribution and prospect of the industry** and **(2) attracting new blood to join the industry as workers, technicians and professionals**. The target groups of the PR Campaign include industry stakeholders, construction professionals, construction workers, young people and their parents, teachers and schools, job changers and the general public. For more information about the PR Campaign, please refer to:
Website: www.constructionhk.org; www.steam.constructionhk.org
Facebook: <https://www.facebook.com/constructionhksocial>; and
Instagram: <https://www.instagram.com/constructionhk/>
- 1.3 In the coming year, the PR campaign will focus on promoting the significant achievement of Hong Kong infrastructure to the general public, with particular focus on those aspects of the infrastructure which ranked number one in the world (e.g. the Hong Kong-Zhuhai-Macau Bridge is the world’s longest bridge-and-tunnel sea crossing) and the infrastructure which involve the use of interesting and innovative construction method or technologies to overcome challenges during construction (e.g. the Cross Bay Link constructed by the float-over method). This promotion series under the PR campaign is named as the **Hong Kong Infrastructure Campaign**, which shall cover infrastructure projects delivered by Works Departments of the Government, as well as quasi-governmental organisations such as the Airport Authority, MTR, West Kowloon Cultural District, etc.

- 1.4 On the other hand, the PR Campaign will also promote a STEAM education programme called “STEAM UP 想建理” being undertaken by DEVB and CIC which involve producing a set of construction-themed STEAM education packages for use by all 1 000 secondary and primary schools in Hong Kong, so as to promote the image of the industry, to enhance students’ understanding and interests in construction-related disciplines and to attract more new talents to join the industry in future. The Project includes formulating STEAM packages covering nine construction-related topics, setting up a physical STEAM Hub composing STEAM library, exhibition and workshops, and producing a STEAM website with e-learning platform for teachers and students. For more information about “STEAM UP 想建理”, please refer to: <https://steam.constructionhk.org/zh-hant> .
- 1.5 The key messages of the PR Campaign include:
- construction industry embraces innovations and changes to build a better life (建造創新思維),
 - construction industry drives the development of HK, improves living quality and is relevant to the community (生活息息相關),
 - HK is the Global Infrastructure Hub (國際基礎中心),
 - construction industry has a prosperous future (行業前景光明),
 - key players of construction industry are united as one (行業團結一致)
- 1.6 The range of possible publicity means include but not limited to, social media with reels and promotional videos, collaborations with KOLs, YouTubers or YouTube channels, media interviews and feature stories, print, electronic and outdoor advertisements, roving exhibitions, outreach programme at schools, TV and radio Announcements in the Public Interest (API), TV drama, etc.
- 1.7 Some tentative publicity activities and timeframe in the coming year are outlined below. The below list is not exhaustive and the Contractor should propose other activities to achieve the best publicity effect.

Time	Publicity Activities
Promote the HK Infrastructure Campaign Targeting Mass Public	
Dec 2025 onwards	Develop a series of feature stories to highlight the iconic infrastructure in both online and offline channels
Dec 2025 onwards	Formulate an calendar of international conferences on infrastructure for promotion in both online and offline channels

Time	Publicity Activities
Dec 2025	Organise a roving exhibition showcasing HK Infrastructure – Time Square
Mar 2026 onwards	Organise roving exhibitions showcasing HK Infrastructure –other locations
Promote the STEAM UP 想建理 and Career Prospect of the Construction Industry Targeting Schools & Students	
Q4 2025	Promote the STEAM UP demo classes and STEAM HUB opening
Q4 2025 onwards	Promote the “Infrastructure x Education” newspaper (基建教育報) to be issued to schools
Nov 25 onwards	Promote the 2025 Construction Industry Outstanding Young Person Award Ceremony and the awardees
Oct - Dec 2025	Promote STEAM UP activities – quarterly school outreach session
Dec 2025	Promote STEAM × BIM Construction Model Creative Design Competition 2025 - Award Ceremony and Award-winning Submissions
Dec 2025	Promote CIExpo 2025 – school visits
Jan 2026	Promote CIC’s participation in the Education & Career Expo 2026
Jan – Mar 2026	Promote STEAM UP activities – quarterly school outreach session
Jun 2026	Promote the STEAM project’s participation in the Learning & Teaching Expo 2026
Jun – Jul 2026	Promote the career prospect of the construction industry during the announcement of DSE result

2. Objectives

2.1 The CIC aims to appoint a creative house (the “Contractor”) as the Lead Agency to generate both online and offline exposures for the PR Campaign to achieve the following objectives (the “Services”):

- (i) To promote in Hong Kong, the Chinese Mainland and other economies, the achievements and professionalism of Hong Kong’s world class infrastructural development, with a focus on technology adoption and innovation and excellence in project management and implementation; this in turn will help promote the professionalism of the construction industry of HKSAR in various markets and locally help facilitate the public understanding of the contribution and prospect of the industry and attract new blood.

- (ii) Through promoting the STEAM UP programme to heighten the awareness of the industry professionalism and the STEAM knowledge applied in the construction industry, among students and their parents, thus attracting more newcomers to the sector.
- (iii) To appeal to young people and job changers with the aim of attracting new blood, by highlighting the professional image, job satisfaction and prospect of construction industry.

3. Scope of Services

3.1 The Contractor shall act as the Lead Agency either with teams under the same agency or to appoint sub-contractor(s) to provide the following services (the “Services”) for the PR Campaign (the “Campaign”):

- (i) Overall strategy, ideation, content creation, and project management services
- (ii) Public relations and media agency services
- (iii) Social media agency services
- (iv) Online marketing agency services
- (v) Photography and video production services

3.2 The service will be for a **TWELVE (12)-month** period from the service commencement date as instructed by the CIC (tentatively from end November 2025 to end November 2026) (the “Service Period”).

3.3 Overall Strategy and Project Management Services

3.3.1 The Contractor shall act as the overall project management and lead all teams or sub-contractor(s) to deliver the Campaign. Services provided shall include but not limited to:

- i) Propose the overarching campaign ideas, taglines, messages and key performance indicators (KPIs)
- ii) Propose a mix of online and offline initiatives with ideas and creatives to launch and sustain the campaign throughout the Service Period
- iii) Suggest the cross-platform communications channels and the key messages
- iv) Identify potential co-branding partners to amplify the campaign message and maximise leverage
- v) Manage social media and online marketing team(s) / sub-contractor(s) to deliver the target outcome of the Campaign

- vi) Provide campaign timeline, manage and monitor campaign progress and result tracking
- vii) Manage and provide strategic advice to campaign partners or agencies as and when engaged by the CIC

3.4 Public Relations and Media Agency Services

- 3.4.1 The Contractor shall advise the CIC on the Campaign's proposed positioning, tone, messages, public relations strategies with communication channels, media reach, promotion means, content creative, marketing strategy and the targeting.
- 3.4.2 The Contractor shall devise the communication plan with implementation proposal, schedule and target to achieve, aligning ALL communication tools and editorial contents. The Contractor shall work alongside with the CIC and DEVB to achieve communication and promotional purposes during the Service Period.
- 3.4.3 The Contractor shall propose a communication plan including but not limited to briefing sessions with stakeholders, advertising, interviews, media pitching, viral content etc. to reach out different target groups and to get the best results.
- 3.4.4 The Contractor shall manage the campaign website and enquiries received, in coordination with the website agency appointed by the CIC and the social media and/or online marketing teams or sub-contractor(s) under the Contractor, so as to ensure up-to-date content, coverage and response to enquiries on all publicity activities held and to be held under the Campaign.
- 3.4.5 The Contractor shall prepare and manage a bi-weekly catch-up meeting with the involved parties.
- 3.4.6 The Contractor shall manage the Task Group / Co-opt members and shall liaise with the professional institutions such as Hong Kong Institution of Engineers, Hong Kong Institute of Architects, and Hong Kong Institute of Surveyors etc. for promotion and engagement, as well as organising meetings.
- 3.4.7 The Contractor shall develop a set of Toolkit for Task Group / Co-opt members to introduce construction industry and PR Campaign to schools and the public. Toolkit shall include but not limited to PowerPoint slides, video

and photos that are able to give an overview of the industry and showcase the diverse professions.

3.4.8 The Contractor shall provide a full media and public relations report with media values for the Services provided within TWO (2) weeks after the launch of press release, interviews, feature stories and events. The report shall include a summary of PR services and activities performed respective analyses on achieving the KPI / objectives set by the CIC and DEVB.

3.4.9 To keep track of the progress of the Services, the Contractor shall provide updated reports and conduct a mid-term review with the CIC and DEVB after SIX (6) months of the Services engagement, which shall include progress on PR services and activities, recommendations and, where applicable, update on implementation and contingency plans. The same report and review shall be submitted and conducted at the end of the Service Period.

3.4.10 The Contractor shall provide the Media Engagement and PR Services, including but not limited to:

(a) Press materials

- Press invitations, press releases and fact sheets in English and Traditional Chinese
- Provisional Quantity: SIX (6) press release per year
- Services including:
 - (i) Write, edit and issue bilingual press invitations and press releases at appropriate time
 - (ii) Copywriting of bilingual fact sheets
 - (iii) Suggest suitable timing to release for the CIC's and DEVB's confirmation
- Contents shall be provided to the CIC and DEVB for comments and confirmation before issuance. The Contractor shall modify the contents until the satisfaction of the CIC and DEVB.

(b) Media Interviews

- Provisional Quantity: SIX (6) interviews per year
- Arrange media interviews with key spokespersons or selected industry players
- Prepare possible Q&As
- Attend interviews alongside

(c) Feature Stories for Construction Industry Stakeholders

- Provisional Quantity: FOUR (4) stories per year
- Create stories for industry stakeholders with interesting angles for all communication channels to leverage
- Services including:
 - i) Draft stories up to 800 words in Traditional Chinese at appropriate time; translate to English upon approval
 - ii) Support interviews with stakeholders to consolidate information
 - iii) Toolkit of stories amplification, includes but not limited to:
 - Guidance for all agencies on amplification of story content
 - Content guidelines and format
 - Suggestions on captions
 - Suggestions on channel boosting
 - iv) Suggest suitable timing to release for the CIC's and DEVB's confirmation

(d) Toolkit for Task Group / Co-opt members

- Develop PowerPoint slides, video and photos that for Task Group / Co-opt members to give an overview of the construction industry and showcase the diverse professions to schools and public.

(e) To reach a total number of **at least 200 media coverage** in media channels including but not limited to coverage in TV, radio, newspapers (online or offline) and **reach an aggregated media value of at least \$3 million**. The Contractor will be **rewarded with an incentive of 3% of the fee for Item 1 under Section A** – Mandatory Item so stated in the Fee Proposal if this Key Performance Indicator is achieved.

(f) Survey on Project Awareness and Effectiveness. The Contractor shall devise a plan and conduct a survey (survey methodology subject to prior agreement with the CIC) to measure areas including but not limited to below:

- Campaign Awareness: assess both aided and unaided awareness levels of campaign creative and message;
- Understanding of the key messages the campaign aimed to deliver;
- Perception Shift: measure any changes in audience perception

- toward the construction industry and the industry image;
- **Demographic Analysis:** gather basic demographic information (e.g. age, district, etc.) to identify which subgroups were most or least impacted, to finetune future promotion efforts;
- **Comparative Analysis:** to include pre- and post-campaign surveys or questions to track changes over time and establish a clear baseline vs. post-campaign results.
- **Recommendations:** based on the data collected, the Contractor to provide analysis and suggestion on future campaign direction.

3.5 Social Media Agency Services

- 3.5.1 The Contractor shall devise the overall social media strategies and create all contents including but not limited to the items stated in Section 1.8 above and create stories and other visible content to promote them in the online arena including social media platforms, initially Facebook, Instagram and YouTube and possibly LinkedIn, Xiaohungshu and Douyin as well, (the “social media platforms”), for which the feed schedules shall support individual platforms to fulfil the objectives as stated in Section 2.
- 3.5.2 The Contractor shall provide video/photography, graphic design and animation services and copywriting required to enable the feeds to fulfil the objectives as stated in Section 2. The CIC may separately engage any necessary vendors for organising the publicity activities including video/photography production houses and graphic/artwork production houses, event production houses when required for the Campaign. The Contractor shall manage and supervise such vendors appointed by the CIC, without additional handling charges, to ensure materials produced can deliver the Services and in line with the agreed themes and content in a coordinated manner.
- 3.5.3 The Contractor shall devise a monthly feed plan for the social media posts including but not limited to the PR activities so as to achieve the set target in a reasonable schedule in a progressive manner. The Contractor shall keep track of the performance, adjust the strategy and publicity plan for the advertisement and social media content, where necessary, in a timely manner.
- 3.5.4 The Contractor shall provide monthly report and conduct a mid-term review

with the CIC and DEVB after SIX (6) months of the Services engagement, which shall include the number and types of targeted audience reached out including breakdown by each publicity activity/means, by age profile, by level of contact (reach, engagement, view and share, level of “viral” and discussions on other social media platforms) and recommendations on future publicity activities. The same report and review shall be submitted and conducted at the end of the Service Period.

3.5.5 The Contractor shall provide the overall management and content creation for all social media platforms of the Campaign. The duties shall include but not be limited to:

- (a) Define the positioning, tone and propose cover photo, key visual, copywriting and creative art directions for each social media platform that are fit for the Campaign;
- (b) Devise the publicity strategies for the social media platforms and the strategies in achieving the reach and engagement target, fans/followers acquisition and timeline;
- (c) Devise the social media communication plan including the overall strategies, monthly feed plan, mini campaigns, content ideas, marketing strategy to reach the respective target audience;
- (d) To reach a total number of **1.5 million reach and 50,000 engagement** in the social media platforms; the number of target **viewership to reach 1 million** for at least one of the publicity activity/means (e.g. TV programme, TV ad, video / reel on social media); and **the current fan base of Facebook and Instagram with additional 4,000 followers** within the 12-month management. **The Contractor will be rewarded with an incentive of 3% of the fee for Item 1 under Section A – Mandatory Item** so stated in the Fee Proposal if this Key Performance Indicator is achieved;
- (e) Submit monthly reports of each social media account within the first week of the month for the previous month, in the format specified by the CIC and DEVB. The monthly reports shall at least include the following contents:
 - (i) The performance of each social media accounts with comprehensive figures of analysis (in terms of reach, engagement, view and share, level of “viral” and discussions on other social

- media platforms);
 - (ii) Post-performance reports and analysis for each feed/post and provide recommendations to enhance reach rate, impressions and conversions;
 - (iii) Advertisement performance reports, analysis and recommendations;
 - (iv) Social listening to show the sentiments of the public towards the industry, the Campaign and the publicity activities; and
 - (v) Sharing of social media trends, relevant cases and best practices with recommendations, etc.
- (f) Generate content including information research and interview with trade representatives and successful cases, creative ideas, visual design, photo taking, video shooting and copywriting;
- (g) Handle enquiries, complaints and comments received for each social media platform in accordance with the CIC and DEVB guideline to maintain a 100% response rate within 24 hours. A set of suggested answers and line-to-take shall be developed by the Contractor and confirmed by the CIC and DEVB before providing replies;
- (h) Create Seeding/Word of mouth posts in forums to generate awareness for the Campaign and drive traffic to the social media platforms. Reply some of the forum posts as suggested by the Contractor and approved by the CIC and DEVB to neutralise some of the negative sentiments online where appropriate.
- (i) Devise strategies for placing advertisement for each platform to achieve the target and expected outcomes as stated in Section 2 and 3. Prior approval of the proposal, including the budget, targeting group(s)/audience and advertisement formats, etc., should be sought from the CIC and DEVB before each placement. Placement costs within the contract period should be estimated and budgeted in the proposal submission, and payment to be made according to the actual consumption; and
- (j) Suggest and line up KOLs and/or online media platform(s) as appropriate for respective channels for the Campaign and increase acquisition number. The Contractor shall line up KOLs and/or online media for post sharing or mentioning for different social media channels. The engagement costs of KOLs and placement costs to online media

platforms shall be reimbursed by the CIC and approval should be sought from the CIC and DEVB before engagement.

- 3.5.6 The Contractor shall submit an overall strategic proposal, year-long editorial calendar, the first monthly feed plan and boosting plan planning within FIVE (5) days from the service commencement date as instructed by the CIC.
- 3.5.7 The Contractor shall develop **on average TWO (2) Instagram/Facebook posts per week** in Cantonese, of which the first feed should be published within FIVE (5) days from the service commencement date as instructed by the CIC and DEVB. The actual number of feeds to be developed and published in each month shall be subject to the agreed feed plan and the operational / promotional needs of the Campaign.
- 3.5.8 The Contractor shall perform duties and submit deliverables including but not limited to the following:
- (a) Develop a feed plan on a monthly basis and should be submitted to the CIC and DEVB for comment and approval two weeks before the start of the following month;
 - (b) Generate feeds per month including but not limited to creative ideas, copywriting, visuals (JPG and/or animated GIFs and/or cinematography and/or illustration) and video production;
 - (c) Contents developed for Instagram/Facebook shall be adopted to other social media platforms as per instructions of the CIC and DEVB. Under such circumstances, it shall be counted as one feed;
 - (d) Generate content for various social media functions such as Stories, Live, or any other new functions according to the monthly feed calendar approved by the CIC and DEVB;
 - (e) Create additional posts on top of the creative feeds in case of crises, ad-hoc events or announcements etc.;
 - (f) Produce videos or reels for Facebook and Instagram. Details of video production are stated in Section 3.5.9;
 - (g) Propose, design and execute mini campaigns for the Campaign and its events. The number of mini campaigns is subject to Contractor's feed schedule and approved by the CIC and DEVB;

- (h) One new cover photo (a larger photo at the top of the account's profile, above the profile picture, which usually shows the tagline and theme of the page) for every 2 months, including design and creation of new cover photos;
- (i) Develop creative directions and style management; and
- (j) Perform the overall management duties for social media platform accounts.

3.5.9 The Contractor / the Photography and video production team or sub-contractor shall produce provisionally **on average TWO (2) short video per month, each with a length from less than 1 minute to up to 5 minutes for the social media platforms** according to the monthly feed plan approved by the CIC and DEVB (i.e. estimated TWENTY-FOUR (24) video feeds during the TWELVE (12) months Service Period). Prior to shooting, the Contractor shall submit the video story board and script for the CIC's and DEVB's comment and approval. The Contractor will be responsible for arranging services in relation to video shooting and editing, including but not limited to provision, delivery, setup and dismantling of all necessary equipment, as well as provision and management of a full crew with on-site technicians and operators.

3.5.10 The Contractor/ the Photography and video production team or sub-contractor shall provide post-production services including but not limited to video editing to a length suitable for uploading to social media platforms, addition of background music, graphics, captions, voice-over, subtitles etc. The edited videos shall be uploaded to the Campaign social media accounts and/or the CIC website and/or other platforms for publicity purposes. The Contractor shall also deliver all raw footage and edited versions in mp4 to the CIC within SEVEN (7) working days after confirmation of the edited videos.

3.5.11 In the case where video/photography production house is separately engaged by the CIC to provide the video/photos for the social media post, the Contractor shall collaborate with and manage the appointed production house to ensure the video/photos required for the social media post is produced as required.

- 3.5.12 Contractor shall settle the copyright issue of any contents, graphics, cinematograph, audio and/or videos to be posted on the social media channels and/or used in creation of the required feed contents by getting permission from the content providers and/or purchasing royalties. The Contractor shall propose and seek CIC's and DEVB's approval before adopting and/or paying for those contents, graphics, cinematograph, audio and/or videos. The royalty charges shall be reimbursed by CIC separately.
- 3.5.13 The CIC and DEVB have the right to display and re-produce the contents and videos at the CIC and/or CIC's websites, digital channels (e.g. YouTube) and physical venues (e.g. campus) as well as the digital channels and physical venues of CIC's partners.

3.6 Online Marketing Agency Services

- 3.6.1 The Contractor shall act as the end-to-end online marketing lead for the Campaign, responsible for designing, executing, monitoring, and optimising all paid digital promotions across platforms, including but not limited to social media advertising, search engine marketing ("SEM"), display ads, programmatic buying, and other digital channels that support Campaign objectives.
- 3.6.2 The Contractor shall develop a comprehensive online marketing strategy aligned with the overarching campaign goals and target audiences. This includes detailed creative planning, media buying, keyword research, audience segmentation, bidding strategies, and budget allocation to maximize reach and viral potential while ensuring efficient media spending
- 3.6.3 The Contractor shall implement, monitor, and continuously optimise digital campaigns to support the social media team or sub-contractor to meet KPI targets as stated in Section 3.5.5 (d).

3.6.4 Reporting and performance updates:

During the online marketing campaign period, the Contractor shall provide:

- (a) weekly campaign highlights including spend vs. budget, impressions, clicks, reach, engagement metrics, and SEM performance indicators (including click through rate ("CTR") and cost per click ("CPC") with

insights and tactical adjustments suggested;

- (b) monthly comprehensive reports indicating campaign results against KPIs, audience demographics, channel effectiveness, virality metrics (share rate, hashtag performance, sentiment analysis), and recommendations for optimisation; and
- (c) Mid-term and year-end strategic reviews to assess overall campaign impact, SEM contribution, and alignment with the CIC's objectives.

3.6.5 Post-campaign evaluation:

Upon completion of the online marketing campaign, the Contractor shall provide:

- (a) a detailed evaluation report summarising campaign performance against KPIs, social and media buzz generated, SEM outcomes, and lessons learned at the conclusion of each major promotional activity;
- (b) provide actionable recommendations for future campaigns focused on maximising exposure, engagement, and viral reach.
- (c) deliver a formal debrief presentation to the CIC and DEVB to align on outcomes and next steps.

3.6.6 The Contractor shall ensure compliance with all applicable advertising standards, platform policies, copyright regulations, and the CIC and DEVB branding and messaging guidelines throughout the Service Period.

3.6.7 The Contractor shall proactively communicate and collaborate with the CIC, DEVB, and other appointed agencies or partners to ensure seamless integration of online marketing efforts within the overall Campaign and consistent delivery of campaign objectives.

3.7 Photography and video production services

3.7.1 The Contractor shall provide professional photography and video design, production and consultation services for:

- (a) Public events of the Campaign such as opening ceremony, exhibition or award presentation ceremony etc.
- (b) Promotional materials and other purpose as required by the CIC and

DEVB

3.7.2 Photography and video production services for Promotional Materials:

- (i) The Contractor shall be responsible for arranging services in relation to video and photo shooting and editing, including but not limited to provision, delivery, setup and dismantling of all necessary equipment, as well as provision and management of a full crew with at least ONE (1) videographer and/ or ONE photographer (1) and sufficient on-site technicians and operators, including but not limited to gaffer, sound man and assistant/best boy as necessary.
- (ii) Prior to the video shooting, the Contractor shall provide design and production planning by submitting a storyboard, shooting plan and video script for the CIC's and DEVB's comment and approval within the suggested timeframe upon mutual agreement.
- (iii) The service hours shall be based on either a half-day (4 hours) or a full-day (8 hours) arrangement. Setup and dismantling time will be considered part of the service hours.
- (iv) *[Optional Item]* Additional Assistant or Best Boy (s) shall be quoted as an Optional Item in the Fee Proposal on a half-day basis and shall be deployed upon the agreement of the CIC and DEVB.
- (v) The Contractor shall provide post-production services including but not limited to video editing to a length suitable for uploading to the target promotional platforms including but not limited to website, online advertisement and social media platforms, addition of background music, graphics, captions, voice-over and subtitles (in Chinese and/or English, as requested by the CIC and DEVB) etc. The edited videos will be uploaded to the Campaign social media accounts and/or the CIC website and/or other platforms for publicity purposes. The Contractor shall also deliver all raw footage and edited versions in mp4 to the CIC within SEVEN (7) working days after the confirmation of edited videos.
- (vi) *[Optional Item]* Additional THREE (3) rounds of cut revision of video as requested by the CIC/DEVB after confirmation.

3.7.3 On-day Photography and Videography for Public Events

(a) Photography and Editing Services

- (i) Depending on the scale of the event, the Contractor is required to provide ONE (1) to TWO (2) photographers and sufficient on-site technicians and operators, all necessary photo-shooting equipment including but not limited to assistant/best boy as necessary. The photographer(s) are required to report duty at 30 minutes before the start of the public event (or earlier subject to confirmation) on the event day and shall station at the venue until the end of the event. The photographer(s) shall take photos for the reception, stage programme (ceremony), networking, group photos, etc.
- (ii) The photographers shall select, retouch and provide some of the photos immediately after the event for releasing to media and / or social media platforms.
- (iii) Upon the request of the CIC and DEVB, the photographer(s) may be required to upload photos to streaming platform to allow real-time download by the CIC, DEVB and invited guests and cost of such streaming platform shall be agreed with the CIC and DEVB prior to the event and will be reimbursed.
- (iv) The service hours shall be based on either a half-day (4 hours) or a full-day (8 hours) arrangement. Setup and dismantling time will be considered part of the service hours.
- (v) *[Optional Item]* Additional Assistant or Best Boy (s) will be quoted as an Optional Item in the Fee Proposal on a half-day basis.

(b) Videography and Editing Services

- (i) Depending on the scale of the event, the Contractor is required to provide ONE (1) to TWO (2) videographer(s), ONE (1) gaffer or sound man and all necessary video shooting equipment such as stabilizer, video camcorder, etc. The videographer is required to report duty at 30 minutes before the start of the public event (or earlier subject to confirmation) on the event day and shall station at the venue until the end of the event.
- (ii) The video shall be a complete shooting of the whole Event which

includes the reception, stage programme (ceremony), networking, VIP tour, group photos, etc.

- (iii) At least ONE (1) to TWO (2) highlight video(s) shall be provided with captions, voice over, background music, other necessary effects and subtitles (in Chinese and/or English, as requested by the CIC or DEVB), graphics or 2D/3D animation with first draft provided to the CIC within FIVE (5) working days after event day. The length of the highlight video is subject to the CIC's and DEVB's confirmation. The video content shall be revised in accordance with the CIC's and DEVB's comments to ensure the CIC and DEVB satisfaction and completion of video within the designated deadline. All raw footage shall be provided to CIC at no extra cost.
- (iv) The service hours shall be based on either a half-day (4 hours) or a full-day (8 hours) arrangement. Setup and dismantling time will be considered part of the service hours.
- (v) *[Optional Item]* Additional Assistant or Best Boy (s) will be quoted as an Optional Item in the Fee Proposal on a half-day basis.
- (vi) *[Optional Item]* Video editing services of video length more than 10 minutes to less than or equal to 30 minutes, which may include raw footage provided by the CIC/DEVB. These videos mainly consist of recordings of talks, seminars, or sharing sessions, typically requiring minimal editing effort.

3.7.4 Visual and Audio Consultation for promotional materials and public events setups:

- (a) The Contractor shall provide expert consultation on the visual and audio development of the promotional materials and public events of the Campaign. The Contractor shall collaborate closely with the CIC-appointed creative house / event production house to ensure all visual and audio elements align with the campaign identity and effectively engage the target audience.
- (b) The Contractor shall offer professional advice on the design, style, layout and quality of visual and audio materials for promotional campaigns, advertisements, and event presentations, including but not

limited to visual for media and social media, public event staging, lighting, sound systems, and multimedia setups.

- 3.7.5 The Contractor shall settle the copyright issue of any content, graphics, cinematograph, audio and/or videos to be posted on the social media channels and/or used in creation of required feed contents by getting permission from the content providers and/or purchasing royalties. The Contractor shall propose and seek the CIC and DEVB's approval before adopting and/or paying for those contents, graphics, cinematograph, audio and/or videos. The royalty charges shall be reimbursed by the CIC separately.
- 3.7.6 The CIC has the right to display and re-produce the contents and videos at CIC and/or CIC websites, digital channels (e.g. YouTube), physical venues (e.g. campuses), and other promotional channels.
- 3.7.7 The Contractor may be required to provide services for the satisfactory completion of the project outside Hong Kong. Additional fee or expenses for the provision of such services shall be quoted separately and payment shall be settled by mutual agreement of the Contractor, CIC and DEVB.
- 3.7.8 General Photography and Videography Service Requirements:
- (a) To propose and work out all planning-related matters, including but not limited to shooting arrangement and schedule.
 - (b) Shooting location(s) shall normally be decided by the CIC and DEVB. The Contractor shall propose shooting location(s) as appropriate for the shooting if necessary.
 - (c) To conduct site visit at the shooting location(s) for preparation and necessary arrangement.
 - (d) To provide, deliver, set up and dismantle all necessary equipment, including but not limited to camera(s) and lighting equipment for indoor and/or outdoor photo shooting.
 - (e) To provide full crew with at least ONE (1) videographer / ONE (1) photographer, ONE (1) gaffer or sound man and sufficient on-site technicians and operators, including but not limited to assistant/best boy as necessary for indoor and/or outdoor photo shooting. Meals and transportation of the crew shall be included in the service charges.

- (f) The videographer(s) and photographer(s) shall follow the requirements and instructions given by the CIC and DEVB for the shooting.
- (g) To coordinate with operator of the shooting location(s) and provide on-site arrangement during the shooting.
- (h) To wear safety shoes, safety helmets with accessories and reflective safety vest and make sure all arrangement of the Services shall consider the safety management and health issues as legally required if the site visit / shooting is conducted at construction sites.
- (i) To provide suggestions on posing and items to pay attention to.
- (j) To provide photo editing and retouching services for the CIC's and DEVB's review until the CIC's and DEVB's satisfaction and confirmation.

3.7.9 At Pre-Production Stage:

- (a) To propose and work out all planning-related matters, including but not limited to shooting arrangement and schedule.
- (b) Shooting location(s) shall normally be decided by the CIC and DEVB. The Contractor shall propose shooting location(s) as appropriate for the shooting if necessary.
- (c) To conduct site visits at the shooting location(s) with the CIC and DEVB and attend meetings with related parties as per request by the CIC and DEVB.
- (d) To obtain clearance of all copyright issues, including music and broadcast media channels and the relevant regulations and Ordinances of Hong Kong SAR.
- (e) To propose storyboard, shooting plan and video scrip where necessary.

3.7.10 At Shooting Stage:

- (i) To provide ONE (1) cameraman to TWO (2) cameramen for video shooting with sufficient technician / coordinator including but not limited to gaffer, sound man and assistant as well as all necessary equipment for the video shooting. Meals and transportation of the crew shall be included in the service charges.
- (ii) To provide, deliver, set up and dismantle all necessary equipment,

including but not limited to camcorders, sound and lighting equipment for indoor and/or outdoor video shooting.

- (iii) To use necessary equipment and apply necessary measures to ensure the shooting is free from noise and other disturbance as well as have good acoustics.
- (iv) To shoot video(s) for the topic(s) and/or objectives provided or briefed by the CIC and according to the requirements and instructions given by the CIC and DEVB.
- (v) To coordinate with operator of the shooting location(s) and provide on-site arrangement during the shooting.
- (vi) Shooting venues outside Hong Kong may involve construction sites, which are accessible only by mandatory basic safety training certificate required by the concerned authority, like green card holders in Hong Kong. The Contractor shall engage manpower with valid certifications to accommodate the services at such occasions.
- (vii) To wear safety shoes, safety helmets with accessories and reflective safety vest and make sure all arrangement of the Services shall consider the safety management and health issues as legally required if the site visit is conducted at construction sites.

3.7.11 Specification of the Deliverables:

- (a) The specifications of the videos and photography for Social Media Promotion of the Campaign shall be as follows:
 - (i) The videos and photography for Social Media Promotion shall be produced in a format suitable for promotion via social media and other promotional channels, and in accordance with the requirements specified by the CIC and DEVB and/or the social media team or sub-contractor suit the specific promotion purpose for the Campaign.
 - (ii) All raw and final version of edited videos (including production files with full mix and music and effects) and photos shall be submitted through the CIC provided SharePoint, and remove all raw and edited materials (photos/videos) within 30 calendar days.

- (b) The specifications of the on-day photography and videography for the public events of the Campaign shall be as follows:
 - (i) The Contractor shall submit at least ONE highlight video with captions, voice over, background music and other necessary effects, subtitles (in Chinese and/or English, as requested by CIC/DEVB), graphics or 2D/3D animation with first rough cut for the Public Event in MP4 format for the CIC's and DEVB's comments within FIVE (5) working days after the Event. The Contractor shall rectify and re-submit the videos within TWO (2) working days or as requested by CIC and DEVB upon receiving comments from the CIC and DEVB until acceptance of the CIC and DEVB without any additional charges.
 - (ii) All raw and final version edited videos (including production files with full mix and music and effects) and photos shall be submitted to the CIC upon approval through the CIC provided SharePoint within THREE (3) working days. All raw and edited materials (photos/videos) shall be removed within 30 calendar days.
 - (c) The specifications of the Visual and Audio Consultation Service shall be as follows:
 - (i) The Contractor shall submit detailed and practical guidance on visual layout, audio enhancements for implementation on promotional materials. The Contractor shall provide practical guidance on event audio-visual setup, lighting, sound and staging suggestions within SEVEN (7) working days after receiving briefing from the CIC and DEVB.
- 3.7.12 All documents / designs / videos produced by the Contractor shall be subject to the acceptance by the CIC and DEVB. The CIC and DEVB will endeavour to respond to and comment on the documents / designs / videos submitted by the Contractor within ONE (1) week upon receipt as practical as possible. The Contractor shall rectify and supplement the submissions within THREE (3) calendar days or other agreed period upon receiving comments from the CIC. If the revisions are deemed unsatisfactory, the Contractor shall make further modifications until they are acceptable to the CIC and DEVB. Approval of designs shall be obtained prior to related production.

- 3.7.13 All documents shall be submitted electronically in their native file format of the software that were created with which shall be editable (e.g. MS Word, MS Excel, Adobe Illustrator etc.), together with a corresponding copy in PDF format (for documents) and JPEG format (for designs) which is readily printable within SEVEN (7) calendar days upon approval of respective document / design.
- 3.7.14 The Contractor shall ensure all materials, no matter photo / illustrations / graphics / music / sounds or the like used in the design and production of the deliverables for the Event are with copyright cleared.
- 3.7.15 The ownership and intellectual property right of all raw and edited photos and videos, designs and working artwork files of key visual, venue decorations and event materials, including but not limited to graphic(s), booklet(s), panel(s) and backdrop(s), etc. in relation to the Event prepared by the Contractor, its staff and sub-contractors shall be vested in and belong to the CIC. The Contractor, its staff and sub-contractors should not apply the related designs / photos / videos / contents in whole or in part without written permission of the CIC.
- 3.7.16 Worldwide and perpetual copyright of the taken and edited video, footage, VCDs / DVDs / CD-ROMs and other publicity materials produced shall belong to the CIC. No restriction is imposed as to how the videos are used to be released and published freely and without limitation of channels and time period.

4 Presentations

The Project Manager and necessary Project Team member(s) formed for the Services shall:

- 4.1 Attend all meetings with the CIC, DEVB, CIC's appointed contractors and the Campaign Task Group Members to present contractor's proposal and to solicit and consolidate feedback and recommendations.
- 4.2 Report the progress to the CIC, DEVB, CIC's appointed contractors and the Campaign Task Group Members during and upon completion of the Services.

4.3 Arrange briefing sessions as required by the CIC and DEVB to any parties which the CIC and DEVB considers appropriate; and

4.4 The presentation materials shall be bilingual as necessary and required.

5 Deliverables

5.1 The Services and all deliverables shall comply with the Contract requirements to the satisfaction of the CIC and DEVB. Should there be different interpretations between the CIC and DEVB and the Contractor against any requirements in the Contract, the CIC and DEVB shall have the final jurisdiction on the explanation and approach of the implementation of the requirements. The Contractor shall follow the explanation of the requirements and the instructions given by the CIC and DEVB to implement the solution to the satisfaction of the CIC and DEVB.

5.2 The Services shall be completed within 12 months under the supervision of the CIC and DEVB.

5.3 The Contractor undertakes to carry out the Services and submit deliverables as stipulated in the Assignment Brief and its Annexes to the CIC and DEVB in accordance with the tentative programme specified in Paragraph 5.5 below or as directed / agreed by the CIC from time to time.

5.4 Additional services or tasks other than the deliverables stated below shall be prepared and delivered at such time upon request by the CIC and DEVB. Extra cost, if applicable, shall be quoted to and agreed by CIC and DEVB prior to work commencement.

5.5 The following activities shall be taken into consideration in the preparation of the programme (please refer to the links stated in Section 1.1 and 1.2 for the potential design and activities on service scopes):

Item	Description of Deliverables	Unit	Quantity
1.	Overall Strategy and Project Management	Month	12
2.	Overall Public Relations Consultation and Duties	Month	12
3.	General Media and PR Services – Press Materials	Job	6*

Item	Description of Deliverables	Unit	Quantity
4.	General Media and PR Services – Media Interviews	Job	6*
5.	General Media and PR Services – Feature Stories for Construction Industry Stakeholders	Job	4*
6.	Develop a Toolkit for the Campaign	Job	1
7.	Survey on Project Awareness and Effectiveness	Job	1
8.	Overall Digital Strategy Formulation and Management of Social Media Platforms	Month	12
9.	Create Seedings / Word of mouth posts in forums to generate positive online sentiments and awareness	Job	12*
10.	Management of the Social Media Platforms for the Campaign (Stories and General Feeds – Text Post: draft text only, with photos or video provided to the Contractor)	Job	34*
11.	Management of the Social Media Platforms for the Campaign (Stories and General Feeds – Static Visual Post: with photo shooting or illustration done by the Contractor)	Job	34*
12.	Management of the Social Media Platforms for the Campaign (Stories and General Feeds – Animated Post: with animation done by the Contractor)	Job	16*
13.	Management of the Social Media Platforms for the Campaign (Stories and General Feeds – Video Post, with video shooting done by tenderer)	Job	16*
14.	Management of the Social Media Platforms for the Campaign (Mini Campaign)	Job	4*
15.	Ad boosting for selected social media posts to achieve the set targets	Job	24*
16.	Online Marketing Campaigns	Job	6*
17.	Photography Service for Promotional Materials – ONE (1) Photographer for Full Day	Job	4*
18.	Photography Service for Promotional Materials – ONE (1) Photographer for Half Day	Job	12*
19.	Videography Service for Promotional Materials – ONE (1) Videographer for Full Day	Job	4*
20.	Videography Service for Promotional Materials – ONE (1) Videographer for Half Day	Job	12*
21.	Photography Service for Event – ONE (1) Photographer for Full Day	Job	4*
22.	Photography Service for Event –	Job	12*

Item	Description of Deliverables	Unit	Quantity
	ONE (1) Photographer for Half Day		
23.	Videography Service for Event – ONE (1) Videography for Full Day	Job	4*
24.	Videography Service for Event – ONE (1) Videography for Half Day	Job	12*
25.	Videography Service for Event – ONE (1) Gaffer or Sound Man for Full Day	Job	4*
26.	Videography Service for Event – ONE (1) Gaffer or Sound Man for Half Day	Job	12*
27.	Audio and Visual Consultation Service	Job	2*

* This provisional quantity is the best estimation of the CIC. Payment shall be according to actual consumption. The CIC does not commit to order any item / provisional quantity.

6 Brief Programme

The Services shall be completed under the supervision of the CIC and DEVB.

- 6.1 The Contractor undertakes to provide the Services as stipulated in this Assignment Brief and its Annexes to the CIC in accordance with the tentative delivery schedule specified in Section 6.3 below or as directed / agreed by the CIC and DEVB from time to time.
- 6.2 Supplementary information, proposals or reports other than the Deliverables stated in Section 3 and 5 shall be prepared and delivered at such time upon request by the CIC and DEVB.
- 6.3 The following activities and timeline shall be taken into consideration in the preparation of the Services:

Item	Description of Deliverables	Delivery Schedule
1.	Service Commencement Date	As stated in the CIC Project Commencement Letter or as instructed by the CIC
2.	PR and Media: submission of drafted press materials	At least 1 week before the issuing date
3.	PR and Media: Media Interview - submission of interview questions, draft of talking points and potential Q&As	At least 1.5 weeks before the interview date
4.	PR and Media: Feature Stories – submission of draft stories, content guidelines and plan for story amplifications etc.	At least 2 weeks before the interview date
5.	PR and Media: Full media and public relations report with media values for the Services	Within 2 weeks after the launch of press release, interviews, feature stories and events
6.	PR and Media, Social Media: Update reports and conduct a mid-term review	6 months after the Services engagement
7.	Social Media: submission of a detailed social media feed plan for each month	First month: within 5 days from service commencement Onwards: 2 weeks prior to the start of the following month

Item	Description of Deliverables	Delivery Schedule
8.	Social Media: design and creation of all the visuals and social media feed contents	2 weeks before the scheduled publish date of the post according to the approved monthly feed plan
9.	Social Media: creation and publishing of feeds, visuals and/or videos on respective social media channels	First feed: within 5 days from service commencement Onwards: According to the approved feed plan and as and when required by the CIC and DEVB
10.	Social Media: submission of the monthly report	Within the first week of the month for the previous month as stated in paragraph 3.5.5 (e)
11.	Social Media: responses to enquiries, complaints and feedback from users and provision of suggestions on answers to enquiries	Daily, within 24 hours
12.	Online Marketing: submission of online marketing campaign proposal	At least 2 weeks prior to campaign launch date
13.	Online Marketing: submission of report	Weekly highlight: every Monday; Monthly report: within the first week of the month for the previous month as stated in paragraph 3.6.4
14.	Online Marketing: Mid-term and year-end strategic reviews	Mid-term Review: 6 months after the Services engagement Year-End Review: 12 months after the Services engagement
15.	Online Marketing: Post-campaign evaluation report	Upon completion of the online marketing campaign
16.	Photography and Videography for Promotional Materials: submit story storyboard, shooting plan and video script	Within 5 working days after written instruction by the CIC/DEVB
17.	Photography and Videography for Promotional Materials: confirm shooting schedule for photo shooting and/or video shooting	Within 3 working days after written instruction by the CIC/DEVB
18.	Photography and Videography for Promotional Materials: commencement of photo shooting and/or video shooting	As agreed between the CIC and the Contractor

Item	Description of Deliverables	Delivery Schedule
19.	Photography and Videography for Promotional Materials: submission of all raw, edited and retouched photos	Within 3 working days after shooting
20.	Photography and Videography for Promotional Materials: completion of the first rough cut of the video	Within 5 working days after shooting
21.	Photography and Videography for Promotional Materials: completion of the final cut and delivery of the video	Date agreed by the CIC and DEVB, and the Contractor
22.	Photography and Videography for Promotional Materials: deliver all raw footage and edited versions in mp4	Within 7 working days after the confirmation of final cut of video.
23.	Photography and Videography for Public Event: instruction for on-day photography and Videography for the event	The CIC shall endeavour to provide written instruction at least 5 working days before the requested event day.
24.	Photography and Videography for Public Event: provide selected photos of the event for releasing to media and/or social media platforms	Immediately after the event
25.	Photography and Videography for Public Event: submission of all raw, edited and retouched photos	Within 3 working days after event day
26.	Photography and Videography for Public Event: rectify and re-submit the video upon receiving comments from the CIC and DEVB	Within TWO (2) working days or as requested by CIC and DEVB
27.	Photography and Videography for Public Event: completion of the first rough cut of the highlight video	Within 5 working days after event day
28.	Photography and Videography for Public Event: completion of the final cut and delivery of the video	Date agreed by the CIC and DEVB, and the Contractor
29.	Photography and Videography for Public Event: Deliver all raw footage and edited versions in mp4	Within 1 month after the confirmation of final cut of video

Item	Description of Deliverables	Delivery Schedule
30.	Revision of copywriting, visuals and videos	As and when required by the CIC and DEVB. The Contractor should re-submit revised designs / contents in response to the CIC's and DEVB's comments, if any, within TWO (2) working days or as requested by CIC and DEVB upon receipt.
31.	Detailed and practical guidance on visual layout, audio enhancements for implementation on promotional materials	Within 7 working days after receiving briefing from the CIC and DEVB

- 6.4 The Contractor shall notify the CIC and DEVB when a potential or actual delay arises and shall detail what in its opinion are the reasons for the delay, the consequences or likely consequences of the delay and any additional time would be anticipated when comparing to the original timeline or the previous version of timeline. Subject to the approval of extension of time for a particular service / deliverable, the Contractor shall prepare a revised implementation / production timeline for the CIC's and DEVB's comment and approval.
- 6.5 The Services may be suspended or terminated by the CIC at no cost implications any time with one months' prior notice in writing.

7 Management of the Contractor

- 7.1 The Contractor shall be directed and supervised by the CIC and DEVB.
- 7.2 The Contractor shall obtain the approval of the CIC and DEVB, where appropriate, before commencement of arranging/ preparing/ designing/ producing any services/ deliverables of the Services.
- 7.3 The Contractor shall coordinate with the CIC and DEVB in the use of materials from the CIC, DEVB and other vendor(s) appointed by the CIC (if applicable), and have supervision to the critical path and adherence to the delivery schedule.

8 Contractor's Office and Staffing

- 8.1 The Contractor shall maintain for the duration of the Services an office in Hong Kong under the control of a Project Director designated for the Services

with at least TEN (10) years of management experience in field relevant to the subject matters of the Services.

8.2 The composition of the project teams or sub-contractor(s) shall include at least the above-mentioned Project Director and following functions, preferably with proven record in construction technology and/or career-related and/or youth development media / channels:

8.2.1 Account Manager (PR & Media) - With at least TEN (10) years in public relations and media management experience.

8.2.2 Account Manager (Social Media) – With at least THREE (3) years digital marketing and social media management experiences with knowledge and connections with KOLs.

8.2.3 Account Manager (Online Marketing) – With at least THREE (3) years online marketing experience with proven success in launch and managing sizable online campaigns, including hands-on expertise in programmatic buying and SEM bidding. Proficiency with data analysis tools (e.g., Google Analytics), understanding of key performance metrics (CTR, CPC etc.), and ability to translate data into actionable insights.

8.2.4 Editor / Copywriter (PR & Media) – With at least FIVE (5) years of experience in bilingual features, construction, technologies and youth development writing.

8.2.5 Copywriter (Social Media) - With at least TWO (2) years of experience in content research, editorial and commercial writing for online or social media platforms with proven success in campaign focused social media work.

8.2.3 Creative Designer – With TWO (at least 2) years of experience in multi-media design.

8.2.4 Photographer / Video Cameraman / Illustrator (in house or sub-contracted) – With TWO (at least 2) years of experience in producing works for social media promotions.

8.3 The Contractor shall provide the CIC and DEVB with full details of staff or sub-contractor staff to be employed on the provision of the Services together with their curriculum vitae for prior approval from the CIC and DEVB.

- 8.4 It is permissible for one staff to assume more than one of the above listed functions provided there is solid proof of relevant experiences as demonstrated in the curriculum vitae / portfolio / showreel.
- 8.5 The team shall provide all specialist and sub-consultant / sub-contractor services (not limited to those specified in Section 8.2 above) required for the satisfactory provision of the Services. No additional fees or expenses for the provision of such services rendered locally or overseas shall be paid by the CIC. The Contractor should be responsible to manage all subcontractors to deliver the targeted outcome. The CIC has the right to request for improvement in performance or even early termination of contract with subcontractors if there is serious misaligned expectation or breach of contract requirements including all terms in this agreement.
- 8.6 In the event of any deviation or change of team members on the provision of the Services, prior approval from the CIC and DEVB must be sought.
- 8.7 In the event, for reasons beyond his control, the Contractor is unlikely to provide or maintain any key staff as specified in the Technical Proposal, he should report to the CIC and DEVB as soon as practicable and propose a substitute with qualifications and experiences comparable to the original team member for the CIC's and DEVB's approval.

9 Payment Schedule

- 9.1 Upon receipt and satisfactory acceptance of the services/deliverables in each month by the CIC and DEVB, and upon the submission of invoice(s) to the CIC by the Contractor, the Contractor shall be paid within 30 days of the receipt of the invoice(s) subject to verification of the invoice(s).
- 9.2 The percentages of payment do not imply or indicate the relative or absolute amount of resources and expenses to be spent by the Contractor to produce the concerned deliverables and to complete the Assignment. The payment schedule is as follows:

Payment Stage	Project Phase and Deliverables	Payment Percentage (%)
<u>Core Items</u>		
1	Upon receipt and satisfactory acceptance of the service/deliverables in each month by the CIC	100%

	and DEVB, and upon the submission of invoice(s) to the CIC by the Contractor, the Contractor shall be paid within 30 days of the receipt of the invoice(s) subject to verification of the invoice(s).	
TOTAL		100%
<u>Optional Items</u>		
1	On actual basis upon satisfactorily receipt of items	100%

10 Other Requirements

- 10.1 The ownership and intellectual property rights of all the deliverables prepared by the Contractor and/or its sub-contractor(s) and/or its employees shall be vested in and belong to the CIC and may not be reproduced in whole or in part without the expressed permission of the CIC.
- 10.2 The Contractor acknowledges that the deliverables under this Services may be used, adopted or amended for other publications and promotion for the CIC.
- 10.3 The CIC reserves the rights to update, change or amend all the requirements and specifications with mutual agreement with the Contractor. Further details will be provided by the CIC upon engagement of the Contractor.
- 10.4 The CIC reserves the rights to place an order for any or all of the items as stated in this Assignment Brief. The Contractor acknowledges and agrees that the offer for each of the items quoted in the Fee Proposal Form shall remain the same in the event that only one or some of items are ordered in relation to the Services requested.
- 10.5 The CIC reserves the right to **extend the Services** for an additional period of **up to TWELVE (12) months** (tentatively from end November 2026 to end November 2027) upon completion of the TWELVE (12) months of Service, subject to the Contractor's performance and the confirmation of CIC. Renewal of the Contract shall be based on the following conditions:
- (a) The Services provided by the Contractor complies with the CIC's and

DEVB's requirements;

- (b) The CIC and DEVB are satisfactory with the Services provided by the Contractor during the initial service period;
- (c) The rates for the renewal periods shall follow the relevant rates stated in the Fee Proposal; and
- (d) Renewal of contract shall be subject to agreement between CIC and the Contractor and CIC retains the right to change the scope of the services for the renewal of contract.

- 10.6 All the costs of design, artwork and contents of deliverables proposed for the Services shall include the sources files submission to the CIC based on the finalized version.
- 10.7 The provisional quantity listed in this Assignment Brief is CIC's best estimate. Actual requirements and quantities shall be confirmed on an as-required basis. The CIC does not commit to ordering any item / quantity at this time.
- 10.8 The Contractor shall provide services at the quoted fees on the Fee Proposal upon issuance of the CIC's Letter of Acceptance until the completion of the Services, unless subject to the prior mutual agreement with the CIC.
- 10.9 Meals, transportation and all applicable insurance to all necessary staff that is responsible for the Services, including video production and on-site support, etc. should be responsible by the Contractor. The Contractor shall liaise with an insurance company to provide insurances for the Services.
- 10.10 The CIC reserves the right to cancel the whole or part of the Services to be provided by the Contractor for any reason(s) with no cost implications with the provision of an advanced notice in writing prior to the commencement of the scheduled services.
- 10.11 All arrangements and services in relation to the Services shall comply with the Laws of the Hong Kong Special Administrative Region.
- 10.12 The Contractor should ensure the designs and contents developed for the Services do not include or project any message that may relate to gender

bias or inequality, and all forms of discrimination.

- 10.13 The Contractor shall duly observe the provisions of the Law of the People's Republic of China on Safeguarding National Security in the Hong Kong Special Administrative Region, the Safeguarding National Security Ordinance and other laws of the Hong Kong Special Administrative Region related to safeguarding national security, and shall not directly or indirectly in any way engage in any act or activities which may be reasonably believed as contrary to the interest of national security, the public interest of the Hong Kong Special Administrative Region, public morals, public order or public safety.
- 10.14 The CIC reserves the right to terminate or suspend the Services, in whole or in part, for any reason(s) with no cost implications provided that an advanced notice is issued in writing prior to the commencement of the scheduled services. The termination or suspension of the Consultancy shall not affect any rights of the CIC set forth in this Assignment Brief, including the ownership and Intellectual Property Rights of the deliverables.
- 10.15 In case of suspension or termination of the Services, the Contractor has the obligations to stop works immediately in an orderly manner upon receipt of notification from the CIC.
- 10.16 For termination, subject to provision of proof on the works done, the Contractor shall be paid all fees and expenses commensurate with the services performed by them up to the date of notification about the termination less all fees and expenses previously paid to the Contractor. The CIC shall not be liable for any loss of profits and other losses incurred by the Contractor as a result of such termination.
- 10.17 For service resumption after suspension, the CIC shall give a written notice to the Contractor in no less than SEVEN (7) calendar days before the planned resumption date of the Services. The Contractor shall thereafter continue with the services with the same terms and conditions set forth in this Assignment Brief. The period of the Consultancy may be extended for a period corresponding to the period of suspension or otherwise mutually agreed between the CIC and the Contractor.
- 10.18 For the arrangement of bad weather or emergency, CIC reserves the right to

reschedule the date/or venue of the video shooting or other events. The Contractor shall not be entitled to additional payment due to reschedule of the shooting or events, except the additional production costs incurred by the Contractor for re-production of materials as agreed and confirmed by the CIC.

10.19 The Contractor shall ensure all materials (including photos/ videos/ graphics/ texts or the like) used in the Services have no infringement of copyrights.

10.20 With regards to Indemnity and Intellectual Property Right Indemnities, please refer to Annex 1. For details about Intellectual Property Right and Ownership, please refer to Annex 2.

Annex 1 - Indemnity and Intellectual Property Right Indemnities

Indemnity

The Contractor shall indemnify and keep CIC indemnified from and against:

- (i) all and any demands, claims, actions, arbitrations, proceedings, threatened, brought or instituted against CIC; and
- (ii) all liabilities and indebtedness (including without limitation liabilities to pay damages or compensation), loss, damage, costs and expenses incurred or suffered by CIC (including all legal and other costs, charges, and expenses, on a full indemnity basis, which CIC may pay or incur in initiating, defending, counter-claiming, settling or compromising any action or proceeding by or against CIC).

which in any case being arisen directly or indirectly relating to the Contract.

Intellectual Property Right Indemnities

The Contractor shall indemnify and keep CIC, 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; 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 in any case being arisen directly or indirectly relating to the Contract.

Annex 2 – Intellectual Property Right and Ownership

The ownership of, and all Intellectual Property Rights subsisting in this project (finished or otherwise), the delivery materials (finished or otherwise) and all the other underlying works created, generated or acquired by the Contractor, its employees, contractors, subcontractors or agents, including without limitation, any scripts, photographs, videos, choreography, dramatic works, music, plans, source code and drafts shall be vested in and belong to the CIC.

The Contractor should be responsible for clearance of all copyright issues and obtain necessary licenses of musical arrangement (either tailor made or library music) at its own cost and expense for broadcasting anywhere within and outside Hong Kong, any occasion and any usage using any media, including, but not limited to, radio channels, TV, video walls, the Internet and multi-media advertisements on public transport, and at seminars, exhibitions and other public functions/ activities, and for production of VCDs/ DVDs/ CD-ROMs and other publicity materials by the CIC for non-profit making purpose. The cost of licensing, if any, should be absorbed by the Contractor.

Memorandum of Agreement
of
Provision of Lead Agency Services
for
the PR Campaign
for
the Construction Industry Council

October 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 ¹ _____
_____ (hereinafter called “the Employer”)
of the one part and ² _____
_____ of ³ _____

(hereinafter called “the Contractor”) of the other part WHEREAS the Employer requires the Contractor to provide the Services in respect of Provision of Lead Agency Services for the PR Campaign 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) Form of Tender
 - (c) Assignment Brief and its Annexes (if any)
 - (d) Technical Proposal and Fee Proposal
 - (e) General Conditions of Contract
 - (f) Contractor's Safety Requirements
 - (g) Guidelines On Work-Above-Ground Safety
 - (h) Any relevant correspondenceall of which are annexed hereto.
2. The Director for the purposes of this Agreement shall be ⁴ _____

3. In consideration of the payments made at the times and in the manner set forth in the Agreement by the Employer, the Contractor hereby jointly and severally⁵ undertakes to perform and complete the said services subject to and in accordance with the Agreement.

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

SIGNED for and on behalf of)
the Employer by ⁶)
)
)

in the presence of
Signature, name and address

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

in the presence of
Signature, name and address

OR

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

in the presence of
Signature, name and address

OR

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

in the presence of
Signature, name and address

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

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

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

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

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

General Conditions of Contract
for
Provision of Lead Agency Services
for
the PR Campaign
for
the Construction Industry Council

October 2025

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General Conditions of Contract for
Provision of Lead Agency Services for
the PR Campaign
for the Construction Industry Council

1 Definitions

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

“Agreement” means and includes the Memorandum of Agreement, General Conditions of Contract, any Special Conditions of Contract, the Assignment Brief and its annexes (if any), the Fee Proposal and such other documents as may be referred to in the Memorandum of Agreement.

“Assignment” means that part of the Project undertaken by the Contractor as detailed in the Assignment Brief and its annexes (if any) or the Purchase Order.

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

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

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

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

“Employer” means the Construction Industry Council.

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

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

“Government” means the Government of the Hong Kong Special

Administrative Region.

“HKSAR” means the Hong Kong Special Administrative Region.

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

“Project” means the scheme described in the Contract.

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

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

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

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

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

2 Singular and Plural

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

3 Headings

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

4 Laws

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

5 Interpretation

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

6 Memorandum of Agreement

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

7 Documents Mutually Explanatory

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

8 Use of English Language and Metric Units

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

9 Confidentiality

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

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

10 Data Privacy

- (A) If for the purposes of the Contract the Contractor collects personal data on the Employer's behalf or the Employer will entrust personal data with the Contractor, the Contractor shall comply in all aspects with the Personal Data (Privacy) Ordinance (Cap. 486) and any other applicable data protection laws and regulations in relation to the personal data that it collects or processes on behalf of the Employer.
- (B) The Contractor shall procure that its sub-contractors be subject to the same data protection obligations the Contractor owes to the Employer and remain fully liable to the Employer for the fulfillment of the obligations of itself and its sub-contractor(s).
- (C) The Contractor shall have personal data protection policies and procedures in place and implemented and provide adequate training to its relevant staff. The Contractor shall take all reasonable precautions and exercise all due diligence to protect the entrusted personal data from leakage, unauthorized or accidental access, processing, erasure, loss or use.
- (D) Save for those personal data with the purpose for which has not been fulfilled, timely return, destruction or deletion of the personal data shall be strictly abided by the Contractor. The use or disclosure of the personal data for any purpose other than the purpose for which the personal data is entrusted to the Contractor by the Employer under the Contract is strictly prohibited.
- (E) The Contractor shall notify the Employer 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 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 electronically from leakage or divulgence and ensure that no such information and/or data would be accessed or obtained or viewed or otherwise known to any 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 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 which are used to store, process, transfer such information and/or data are immune from such risks, and shall 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 any 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 any and all losses and/or damages 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 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 Services sufficiently skilled, competent, qualified, experienced personnel as are necessary for the proper and timely execution of 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 Approval for Variations and Claims

The Contractor shall obtain prior written approval from the Employer or the Employer's Representative for any order of a variation to the Project Materials under the Contract or the commitment of the Employer or the Employer's Representative to expenditure for the Project Materials under the Contract other than in respect of claims, if the value of such order or commitment is estimated to exceed

the sum specified in the Assignment Brief, or if not specified in the Assignment Brief, as advised in writing by the Employer or the Employer's Representative. If the Contractor fails to obtain such prior written approval before carrying out any variation or committing to expenditure for the Project Materials, the Contractor shall be entitled to no additional time or payment for such variation and commitment to expenditure and Employer may require the Contractor to rectify any unapproved variation at the Contractor's own costs.

27 Submission of Variations and Claims

(A) Without prejudice to the requirements of Clause 26 the Contractor shall:

- (i) submit the details of every intended variation to the Project Materials, including the reasons for it and its estimated value, to the Employer or the Employer's Representative for information as soon as possible;
- (ii) as soon as the value of the intended variation to the Project Materials has been determined, submit the details of the valuation to the Employer or the Employer's Representative for approval;
- (iii) report to the Employer or the Employer's Representative all claims for additional payment made by the Contractor and refer to the principles underlying their assessment of each claim, to enable the Employer or the Employer's Representative to be duly informed in approving or not approving the variation; and
- (iv) report to the Employer or the Employer's Representative all actual or foreseeable delays to the progress of the Project Materials and refer his assessment of granting of extension of time for completion, if any, to enable the Employer or the Employer's Representative to be duly informed in approving or not approving the variation.

(B) The foregoing submissions, referrals and reporting to the Employer or the Employer's Representative shall be in writing.

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 Payment for Additional Services

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

- (i) explanations of adjustments 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.

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

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 Notifications and Payment for Delays

- (A) The Contractor shall not be entitled to payment in respect of any additional costs he incurs as a result of delays arising during the performance of the Services or extension of the date for completion if the causes of delay are the fault of the Contractor and/or not the fault of the Employer.
- (B) The Contractor shall notify the Employer or the Employer's Representative when a delay arises or when it is apparent that a delay is likely to arise within THIRTY (30) days and shall detail what in his opinion are the reasons for the delay, the consequences or likely consequences of the delay and any additional costs he has incurred or may incur.
- (C) The Contractor shall keep such contemporary records as may reasonably be necessary to support any claim for payment under this Clause and shall give to the Employer or the Employer's Representative details of the records being kept in respect thereof. The Employer or the Employer's Representative may require the Contractor to keep and agree with the Employer any additional contemporary records as are reasonable and may in the opinion of the Employer be material to the claim, but the Employer or the Employer's Representative shall not be deemed to have admitted liability in this situation unless the Employer or the Employer's Representative expressly so agree in writing. The Contractor shall permit the Employer and/or the Employer's Representative to inspect all records kept pursuant to this Clause and shall supply copies thereof at its own expense as and when the Employer or the Employer's Representative so require.
- (D) After the giving of a notice of delay to the Employer or the Employer's Representative under sub-clause (B) of this Clause, the Contractor shall, as soon as is reasonable, send to the Employer or the Employer's Representative a first interim account giving full and detailed particulars of the circumstances giving rise to the delay and any additional costs he incurred. Thereafter at such intervals as the Employer or the Employer's Representative may reasonably require, the Contractor shall send to the Employer or the Employer's Representative further up-to-date accounts giving the accumulated total of the additional costs and any further full and detailed particulars in relation thereto.

- (E) If the Contractor fails to comply with the provisions of sub-clause (B) of this Clause in respect of any claim, the Contractor shall not be entitled to claims for additional time and/or costs for the delay and such claims shall not be considered.
- (F) Without affecting the generality of sub-clause (E) of this Clause, if the Contractor fails to comply with the provisions of sub-clauses (C) or (D) of this Clause in respect of any claim, the Employer or the Employer's Representative may consider such claim only to the extent that the Employer or the Employer's Representative are able on the information made available.
- (G) The Contractor shall take all reasonable steps to mitigate the costs which may be incurred as a result of the delays.
- (H) Without affecting the generality of sub-clauses (A), (B) and (E) of this Clause, the Employer may extend the date for completion if the causes of delay are the fault of the Employer or persons for whom the Employer is responsible.

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 applies, the Employer reserves the right to terminate the whole or any part of the Contract or any consignment on account thereof if the same is not completed in all respects in accordance with the instructions and requirements specified in the Contract and with the foregoing conditions, in particular with Clause 24, compliance with which by the Contractor is of the essence and a fundamental condition of this Contract.
- (C) The Contract may be suspended or terminated by the Employer for convenience without giving any reason by giving the Contractor ONE (1) month's prior notice in writing.
- (D) Upon suspension or termination and unless the provisions in this Contract otherwise provide, the Contractor shall be paid all fees and expenses commensurate with the Services performed by them and accepted by the Employer up to the date of suspension or termination less all fees and expenses previously paid to the Contractor. The Contractor has the obligations to stop work immediately but in an orderly manner and deliver to the Employer documents in its possession, custody and/or control relating to the Project. The Employer shall not be liable for any loss of profits and other losses incurred by the Contractor as a result of the termination or suspension caused by the Contractor or arising from a fault on the part of the Contractor.
- (E) In the event of suspension or termination and unless the provisions in this Contract otherwise provide, the Contractor shall be entitled to reimbursement of the actual cost of or an amount in fair compensation for the related actual financial commitment or obligation outstanding after the giving of the notice of suspension or termination which he has properly incurred in accordance with the Contract prior to the giving of the notice of suspension or

termination.

- (F) The payments referred to in sub-clauses (D) and (E) of this Clause shall be deemed in full and final payment for the Project Materials up to the date of suspension or termination. The Contractor shall be entitled to such payments only if the suspension or termination is not attributable to default on the part of the Contractor.
- (G) For service resumption after suspension, the Employer shall give a written notice to the Contractor in no less than SEVEN (7) working days before the planned resumption date of the Project. The Contractor shall thereafter continue with the Services with the same terms and conditions set forth in the Contract. The Project period shall be extended for a period corresponding to the period of suspension or otherwise mutually agreed between the Employer and the Contractor.
- (H) In the event of suspension and subsequent resumption of the Project the Contractor shall be reimbursed any expenses necessarily incurred as a result of such resumption.
- (I) If the Project is resumed any payment of fees under this Clause except in respect of abortive work that has to be re-done shall rank as payment on account towards the payable payment under the Contract.
- (J) Should the Contract continue to be suspended for a period of more than two years then either:
 - (i) it may be terminated upon the written notice of either party; or
 - (ii) it may be renegotiated with the agreement of both parties.
- (K) Upon expiry or early termination of the Contract (howsoever occasioned):
 - (i) the Contract shall be of no further force and effect, but without prejudice to:
 - (1) the Employer's rights and claims under the Contract or otherwise at law against the Contractor arising from antecedent breaches of the Contract by the Contractor (including any breach(es) which entitle the Employer to terminate the

Contract);

- (2) the rights and claims which have accrued to a Party prior to the Termination; and
 - (3) the continued existence and validity of those provisions which are expressed to or which in their context by implication survive the termination of the Contract.
- (L) If there is any breach of GCC Clause 4, the Employer may terminate the Contract and the Contractor is not entitled to claim any compensation (except for the Project Materials that was accepted by the Employer before the termination of the Contract but was not paid for at the time of termination). The Contractor shall be liable for the related actual financial loss or expenses necessarily incurred by the Employer as a result of the termination of the Contract.
- (M) Without affecting the generality of the foregoing sub-clauses and notwithstanding any provision in this Contract, upon the occurrence of any of the following events, the Contractor is not entitled to claim any compensation (except for the Project Materials that was accepted at the Employer before the termination of the Contract but was not paid for by the time of termination) and the Employer may (a) immediately terminate the Contract without prior notice, (b) engage a replacement contractor to carry out and complete the remaining items that have yet to be completed under the Contract, (c) claim for loss, damage and/or expense incurred by the Employer against the Contractor as a result of the termination of the Contract under this sub-clause (including engaging a replacement contractor to carry out and complete the remaining items that have yet to be completed under the Contract), (d) carry out, deliver and complete such Goods / 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 and/or 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 offence 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. 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 Services under the Contract, the Contractor shall, 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) Not used

(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 Services stipulated under the Assignment in the vicinity of the Services at all stages, whether or not they are engaged in the execution of the Services. The Contractor shall throughout the progress of the Services 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, including but not limited to, 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 are 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 Services 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 provision, 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 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 the residents, the public or the operation of construction sites in the vicinity of the premises where the Contractor carries out the Services. 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 Services and shall at all times work in a clean, tidy and considerate manner having proper regard to other contractors and/or consultants working in the same site. As soon as service has been completed at 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 Not used

58 Commencement of the Services

The Contractor shall commence the Services on the date for commencement of the Services 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 Services before the notified date for commencement.

59 Time for Completion

If the Assignment Brief so specifies, the Services or any part 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 37.

60 Liquidated Damages

If the Assignment Brief so specifies, the Contractor shall be liable to pay liquidated damages for each day of delay at the daily rate specified in the Assignment Brief for failing to complete the Services by the designated date for completion specified in the Assignment Brief or such extended time as may be determined in accordance with Clause 37.

61 Completion of the Services

(A) If the Assignment Brief so specifies, the Contractor shall complete the Services by the date for completion specified in the Assignment Brief or such extended time as may be determined in accordance with Clause 37. When the Services have been substantially completed to the satisfaction of the Employer's Representative, the Contractor may serve notice in writing to that effect to the Employer's Representative, accompanied by an undertaking to carry out any outstanding service during the Maintenance Period (if specified in the Assignment Brief), requesting the Employer's Representative to issue a certificate of completion in respect of the Services. 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 Services were substantially completed in accordance with the Contract and the Maintenance Period (as specified in the Assignment Brief) 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 services which, in the Employer's Representative's opinion, are 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 Services 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 Services and the Maintenance Period (as specified in the Assignment Brief) shall commence on the day following the date of completion stated in such certificate.

- (C) The Contractor shall carry out any outstanding service 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 Maintenance Period (as specified in the Assignment Brief).
- (D) The provisions of sub-clauses (A), (B) and (C) of this Clause shall apply equally to any part of the Services.
- (E)
 - (i) The Employer's Representative shall give a certificate of completion in respect of any part of the Services which has been completed to the satisfaction of the Employer's Representative and is required by the Employer for permanent use before the completion of the Services or any part thereof.
 - (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 Services which has been completed to the satisfaction of the Employer's Representative before the completion of the Services or any part thereof and is capable of permanent use by the Employer.
 - (iii) When a certificate of completion is given in respect of a part of the Services such part shall be considered as completed and the Maintenance Period (as specified in the Assignment Brief) for such part shall commence on the day following the date of completion stated in such certificate.

62 Not used

63 Not used

64 Not used

65 Not used

66 Not used

67 Not used

68 Not used

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 services] 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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For and on behalf of

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For and on behalf of

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Construction Industry Council (CIC)

Contractor's Safety Requirements

Version 1: 1 February 2025

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Contractor's Safety Requirements



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Appendix

Appendix 1 Relevant Safety and Health Legislations

Preface

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

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

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

Statutory and Contractual Obligations

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

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

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

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

In addition, where the statutory and contractual obligations are not performed by the Contractor to the satisfaction of CIC, CIC reserves the right to terminate this Contract, and the Contractor is not entitled to claim any compensation. The Contractor shall be liable for all financial loss or expenses necessarily incurred by the CIC as a result of the termination of this Contract.

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

Statutory Obligations:

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

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

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

Occupiers Liability Ordinance (Cap. 314)

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

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

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

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

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

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

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

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

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

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

Occupational Safety and Health Ordinance (Cap. 509)

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

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

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

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

Other duties and liabilities

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

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

References

Chapter 59 Factories and Industrial Undertakings Ordinance

Chapter 314 Occupiers Liability Ordinance

Chapter 509 Occupational Safety and Health Ordinance

Apart from the above statutes, Contractors shall comply with relevant codes of practice, guidelines, guidance notes or any other guidances issued by government bodies or organization including the Labour Department, Fire Services Department, Electrical and Mechanical Services Department, Highways Department, Buildings Department, Construction Industry Council and Occupational Safety and Health Council.

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

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

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

In addition, where the statutory and contractual obligations are not performed by the Contractor to the satisfaction of CIC, CIC reserves the right to terminate this Contract, and the Contractor is not entitled to claim any compensation. The Contractor shall be liable for all financial loss or expenses necessarily incurred by the CIC as a result of the termination of this Contract.

Contractual Obligations:

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

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

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

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

Consequences of Breach

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

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

In addition, where the statutory and contractual obligations are not performed by the Contractor to the satisfaction of CIC, CIC reserves the right to terminate this Contract, and the Contractor is not entitled to claim any compensation. The Contractor shall be liable for all financial loss or expenses necessarily incurred by the CIC as a result of the termination of this Contract.

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

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

The Contractor shall indemnify and keep indemnified the CIC against all losses, damages, costs or expenses arising out of or in relation to any breach of or non-compliance with these Statutory and Contractual Obligations by the Contractor, including but not limited to additional costs due to price escalation, costs and expenses of re-tendering and other costs incurred.

Construction Industry Council (CIC)

Contractor's Safety Requirements

01 General Work Rules for Safety

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

02 Incident Reporting

- a. Contractors should provide one primary emergency contact number and one secondary emergency contact number to the CIC's Department Head, Premise Owner and Safety Department, and these contact numbers should be reachable 24 hours.
- b. If there is any accident, incident, near miss, occupational disease or dangerous occurrence (as defined in Schedule 1 of the Occupational Safety and Health Regulation (Cap 509)), Area in-charge of Contractor must notify the CIC's Department Head/Premise Owner responsible for the project immediately.
- c. Area in-charge of Contractor shall report the incident to CIC's Department Head/Premise Owner within 10 minutes with detail of the incident/accident (e.g. Location, Time, Description).
- d. CIC's Contractors have the obligation to conduct necessary investigations of any accident, incident or near miss caused by their work activities or their sub-contractors' work activities. The preliminary investigation report should be submitted to CIC within 24 hours after the occurrence of the incident. After the thorough investigation, a detailed report should be composed to illustrate the cause(s) and suggest recommendations to avoid reoccurrence.
- e. Detailed Investigation Report should be submitted to CIC by the Contractor within 14 working days after the occurrence of the incident.
- f. The Contractor has the obligation to suggest and implement necessary improvement measures to prevent the reoccurrence of accidents, incidents or near misses.
- g. Following incident happened at the CIC's premises, Contractor shall also report the case to relevant governmental departments:
 - *Dangerous Occurrence : Report to Labour Department in writing within 24 hours after the dangerous occurrence concerned.
 - Death after the accident : Notify to Labour Department and the police station nearest to the workplace orally or in writing within 24 hours after becoming aware of the death and reported to Labour Department in writing within 7 days.

* Dangerous Occurrence:

Contractor's Safety Requirements

1. The disintegration of a revolving vessel, wheel, grindstone or grinding wheel that is operated by mechanical power.
2. The collapse or failure of a lifting appliance (except the breakage of chain or rope slings).
3. An explosion or fire that—
 - (a) causes damage to the structure of any workplace, or to any plant or substance at a workplace; and
 - (b) prevents the continuation of ordinary work at the workplace.
4. An electrical short circuit or electrical failure of electrical plant that—
 - (a) is followed by, or associated with, an explosion or fire; or
 - (b) causes structural damage to the plant,being a short circuit, failure, explosion, fire or damage that stops the operation of the plant or prevents it from being used.
5. An explosion of a receiver or container used for the storage at a pressure greater than atmospheric pressure or of any gas or gases (including air) or any liquid or solid resulting from the compression of gases.
6. A total or partial collapse of a roof, wall, floor, structure or foundation of premises where a workplace is located.
7. A total or partial collapse of any overburden, face, tip or embankment within a quarry.
8. The overturning of, or a collision with any object by—
 - (a) a bulldozer, dumper, excavator, grader, lorry or shovel loader; or
 - (b) a mobile machine used for the handling of any substance in a quarry.

- 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)

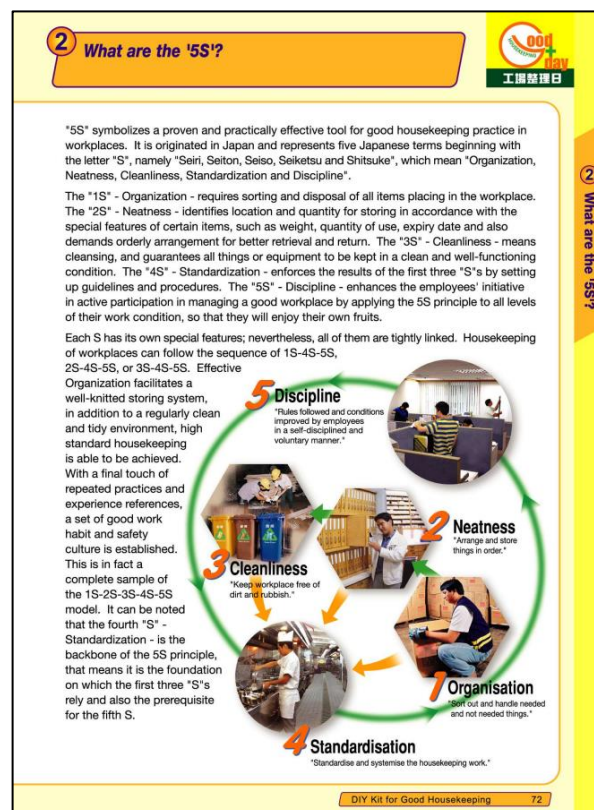
- a. Use of PPE is the last resort when other hazard control measures cannot eliminate all hazards.
- b. Appropriate PPE should be properly selected and provided when performing certain activities or working in designated areas.

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

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



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.

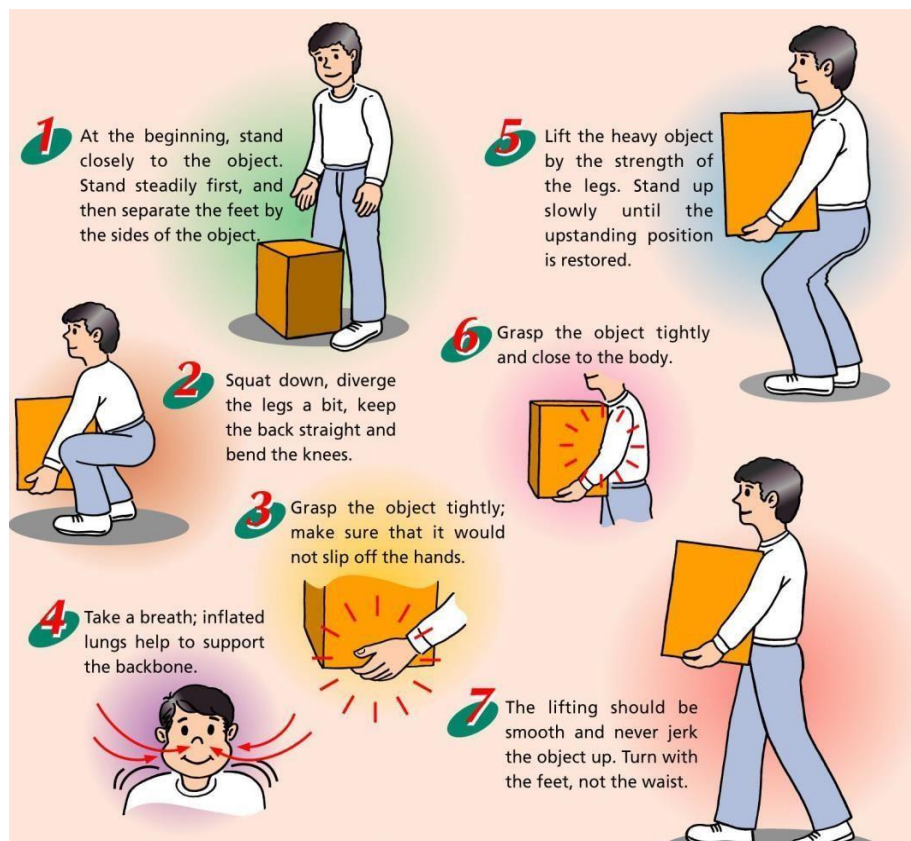
Dust Control:

- 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:

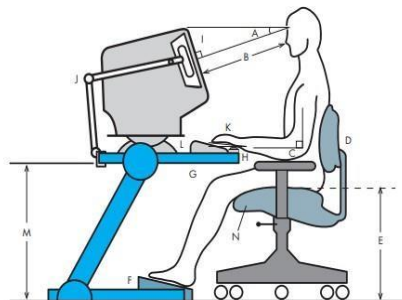


Source: General Safety Instructions for Manual Handling – Occupational Safety & Health Council (Please Click: [HERE](#))

- 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 every 12 months

D. A hotel, a hospital, a nursing home, a school, an institution, or a child care centre E. A factory with an approved loading exceeding 200A F. Premises including commercial or residential unit and building with an approved loading exceeding 100A	At least once every <u>5</u> years
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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 .

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.

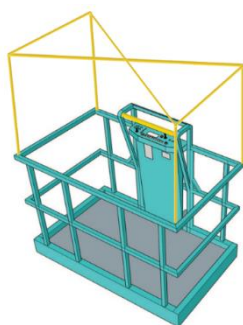


Figure 1: Secondary Guarding Device – Physical Barriers



Figure 2: Secondary Guarding Device – Physical Barriers

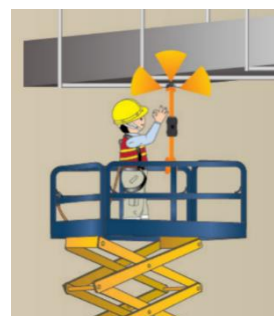


Figure 3: Secondary Guarding Device – Smart Devices

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

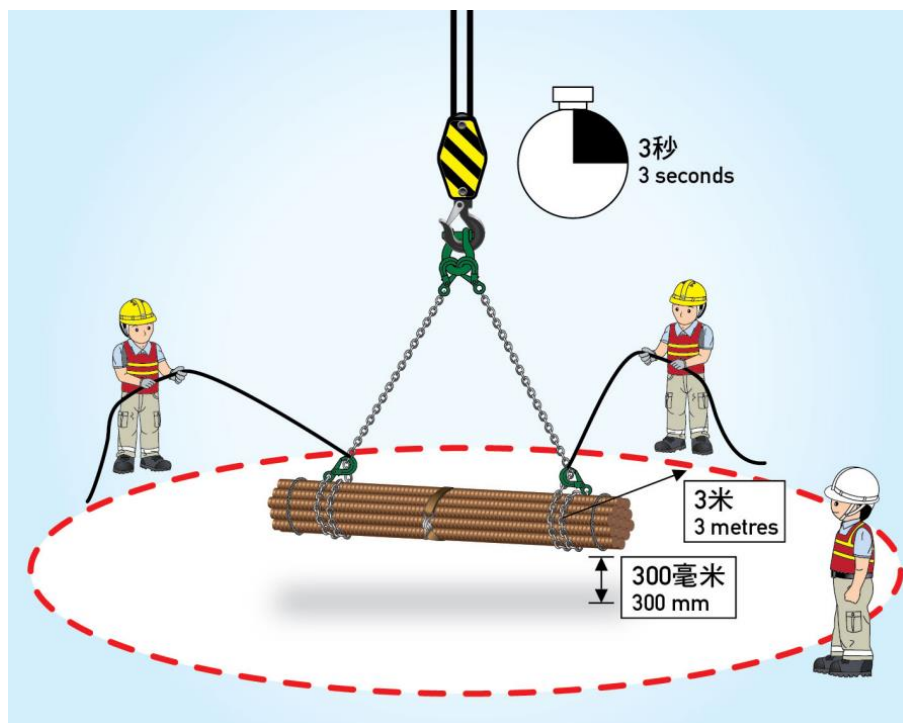
- a. Only trained person is allowed to work on suspended working platform.
- b. Wear suitable safety harness and attach the lanyard to an independent lifeline with fall arrester suitable anchorage and fittings on suspended working platform.
- c. Display notice of safe working load (SWL) and number of 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	查閱砂輪製造商之警告， 不可超過最高允許轉速。
錯誤安裝	砂輪須由一位專人安裝及緊 緊到讓之合資格的人安裝。
使用不當	勿用過大壓力。 當砂輪在磨削中發現打滑時， 應停機檢查。
(2) 裝在輪子與機架之破裂	勿用破損或零件損壞之砂輪。 心輪應裝在安全範圍內。
(3) 與砂輪接觸	使用：護罩、軟件、防護屏 (或眼保護具)。
(4) 飛濺之微粒引起眼睛受傷	砂輪應妥善修三氣磨機。

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 collet 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 trued and dressed.

ALWAYS CHECK
BEFORE YOU OPERATE

Source: Warning Notice When Using Abrasive Wheels – Labour Department

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

person.

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

25 Work In Confined Space

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

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

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

26 Excavation And Trenching

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

- 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

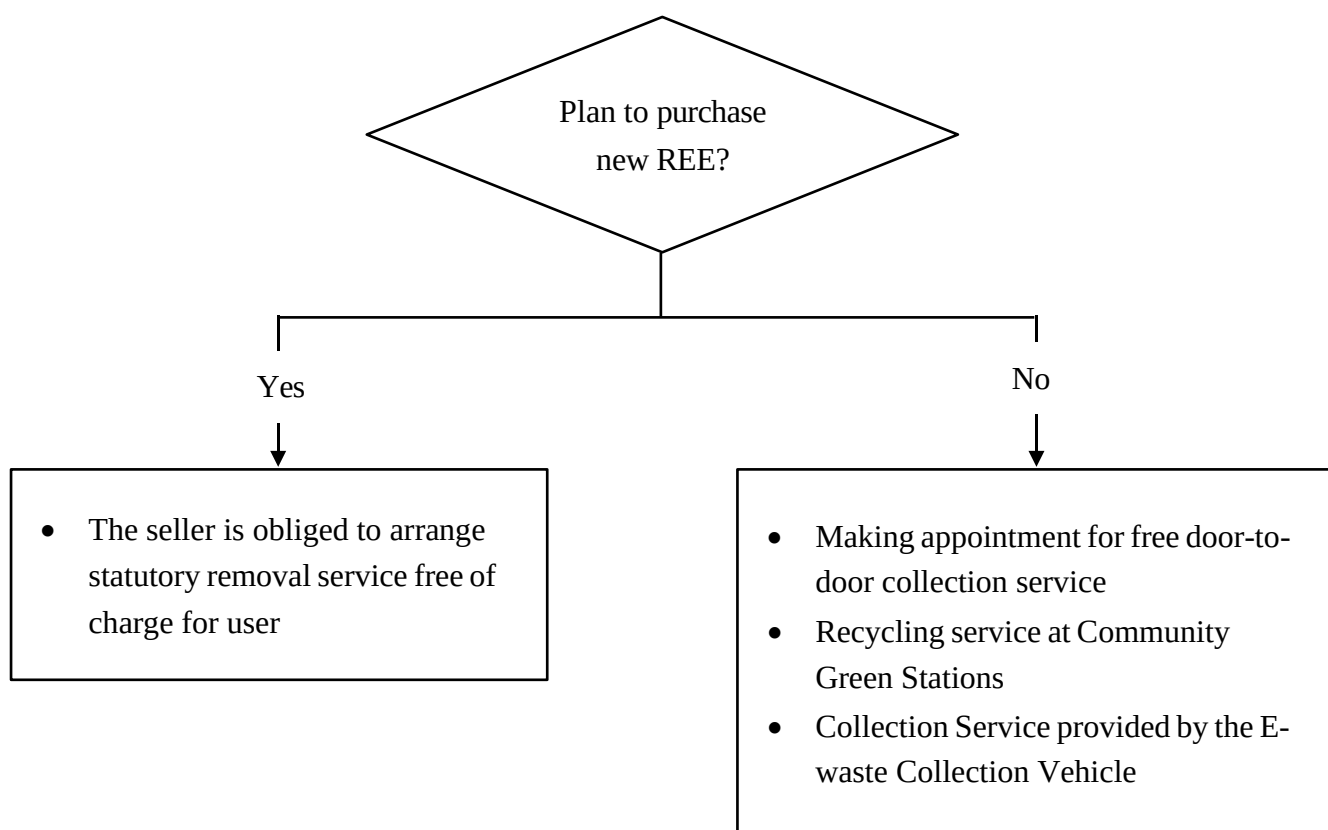
- a. All contaminated runoff is required to be treated before discharge to meet statutory requirements. Contractor should take all necessary preventive measures to avoid the contamination of surface runoff, e.g. covering stockpile of soil materials with plastic sheets.
- b. Contractor should always collect 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 uploading
 - Stockpile of dusty materials
 - Area where excavation or earth moving activities are carried out
 - Any unpaved main haul road
 - Drilling work where dust is generated
- c. Provide hoarding of not less than 2.4m high from ground level along the construction site boundary which is next to a public vehicular or pedestrian road.
- d. Provide effective dust screens, sheeting or netting to enclose any scaffolding built around the perimeter of a building
- e. Cover or shelter any stockpile of dusty material
- f. Provide wheel washing facilities at the exit of site access to wash away any dusty material from the vehicle body and wheels before leaving the site
- g. Cover any dusty load on vehicle before leaving the site
- h. Do not operate plant, activity or process when air pollution control system or equipment has broken down
- i. It is required to notify EPD before commencement of work for the following types of construction work:
 - Site formation
 - Reclamation
 - Demolition of a building
 - Work carried out in any part of a tunnel that is within 100m of any exit to the

open air

- Construction of a building
- Road construction work

Control of Non-road Mobile Machinery Emission

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

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

Sample of approval label

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

Sample of exempted label

35 First Aid Facilities

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

36 Lighting and Ventilation

Lighting:

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

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

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

Ventilation:

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

37 Traffic safety

When Driving in CIC premises

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

38 Prevention of Heat Stroke

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

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

- c. Employers are advised to implement the following measures against heat stress at the workplace:
- 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
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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

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

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Preface

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

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

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

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

1. Introduction

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

2. Limitations

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

3. Risk Assessment

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

4. Safe Use of Working Platforms

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

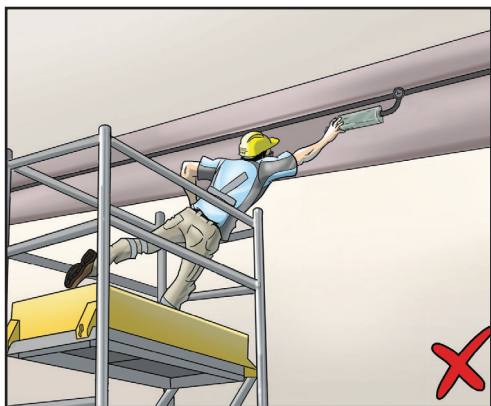


Ascending/descending the mobile working platform from the inside of a mobile working platform.



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

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



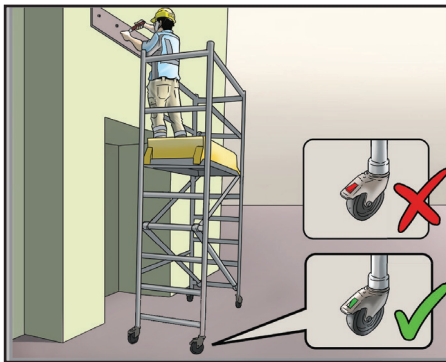
Do not overstretch the body outside the working platform.



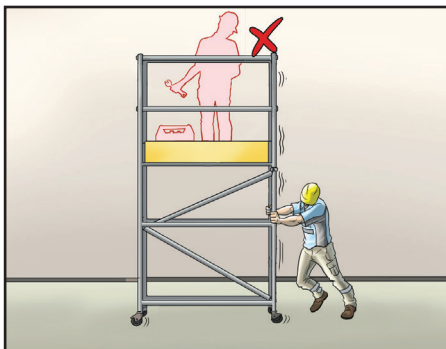
Do not lean on the guard-rail of the working platform.

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

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



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



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

5. Safe Use of Light-duty Working Platforms

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



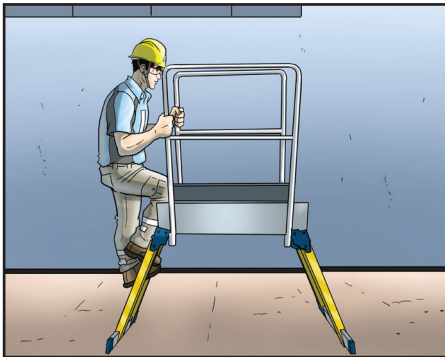
Step platform deployed for checking the ventilation system in a room where there is restricted space to accommodate a typical working platform.

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

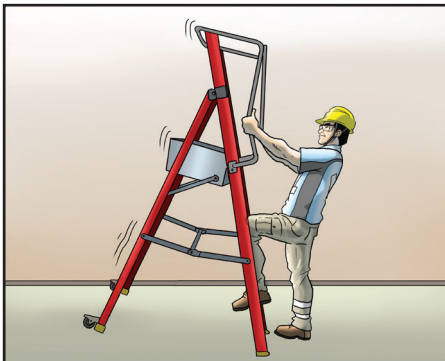


Before use, inspection (including visual check) of the light-duty working platforms according to the safety checklist provided by the supplier or other equivalent safety checklist should be conducted.

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



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



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

6. Stringent Control on Use of Ladders

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

In preparation stage:

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

During work stage:

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

Post work stage:

- suitable steps should be carried out for reinstating the site to its original state when the required task is completed to ensure that any residual risks are removed before the site is handed over; and
 - the permit to work should be properly kept for a reasonable period of time for record and future reference purposes.
- 6.4 The permit to use a ladder for working above ground less than 2 metres should only be considered in case of restrictive workplace that makes the erection of any working platform not practicable. Annex A lists out the conditions that should be imposed in such a situation.
- 6.5 Samples of permit to work and checklist for the assessment on use of ladders are shown in Annexes B and C respectively.

7. Use of Personal Protective Equipment

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

8. Coordination and Communication

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

9. Monitoring and Control

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

10. Safety Information, Instruction and Training

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

Conditions should be imposed when ladders are to be used

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

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

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

All parts are to be completed by the competent person

Part I

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

Part II

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

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

Part III

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

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

Remarks:

Use of ladder is:

☐

not allowed

☐

allowed

Signature of competent person:

Name of competent person:

Post:

Date:

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

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

Signature of competent person:

Name of competent person:

Post:

Date:

Checklist on Use of Ladders

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

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

Reference Materials

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

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

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

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

1. As a whole, I feel that the publication is:	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
Informative	☐	☐	☐	☐	☐
Comprehensive	☐	☐	☐	☐	☐
Useful	☐	☐	☐	☐	☐
Practical	☐	☐	☐	☐	☐
2. Does the publication enable you to understand more about the Work-above-ground Safety?	Yes		No	No Comment	
	☐	☐	☐		
3. Have you made reference to the publication in your work?	Quite Often		Sometimes	Never	
	☐	☐	☐		
4. To what extent have you incorporated the recommendations of the publication in your work?	Most		Some	None	
	☐	☐	☐		
5. Overall, how would you rate our publication?	Excellent	Very Good	Satisfactory	Fair	Poor
	☐	☐	☐	☐	☐
6. Other comments and suggestions, please specify (use separate sheets if necessary).					
Personal Particulars (optional):* 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.

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