

Project Administration Handbook for Civil Engineering Works**2022 Edition****AMENDMENT NO. 2/2023****CHAPTER 5 CONTRACT DOCUMENTS****PARAGRAPH 6 SPECIFICATION**

(a) Para. 6.2

Replace “For all public works contracts (including capital works contracts and maintenance contracts) of which tenders are to be invited on or after 28.1.2022 should be made to SDEV’s memo ref. (Q3C1Q) DEVB(W)516/71/01 dated 28.12.2021.” **with** “Pursuant to SDEV’s memo ref. (03C1Q) DEVB(W)516/71/01 dated 28.12.2021, new particular specification clauses were promulgated to enhance control on works in confined space in connection with or in the vicinity of underground pipework, drainage or sewage manholes or chambers, or structures alike. The new particular specification clauses at Appendix 5.61A shall be incorporated in all public works contracts (including capital works contracts and maintenance contracts) of which tenders are to be invited on or after 28.1.2022” **in item (lvii).**

Add the following paragraphs after item (lviii):

(lix) Pursuant to SDEV’s memo ref. (03FBT) in DEVB(W) 505/91/01 dated 5.1.2023, to echo the directives from the Pest Control Steering Committee chaired by the Under Secretary for Environmental and Ecology appealing for the concerted effort to enhance the anti-rodent measures at various premises under the management of bureaux/departments, the particular specification at Appendix 5.63 shall be incorporated into public works contracts (including all capital works contracts and maintenance contracts) tendered on or after 6.1.2023.

(lx) Contractors are required to provide site specific induction training to all persons employed on the works or in connection with the contract on the first day of their commencement of work on site, and

provide refresher training at intervals of 6 months depending on the amount of changes to the site condition. Pursuant to SDEV's memo ref. (03F9H) in DEVB(W)516/71/01 dated 29.12.2022, the particular specification at Appendix 5.64 shall be incorporated in all public works contracts (including capital works contracts and maintenance contracts) tendered on or after 29.12.2022.

PARAGRAPH 9 SPECIAL TOPICS

- (b) Para. 9.31 Replace “**and**” with “**,**” and add “**and 1.2.2023**” after “**1.12.2022**” under the heading.

Replace “**1 January 2023**” with “**1 March 2023**” in the last paragraph.

- (c) Para. 9.52 Add the following paragraphs after paragraph 9.52:

9.53 CONTRACT PROVISION FOR PROHIBITION OF IMPOSING ADMINISTRATIVE CHARGES FOR REPORTING OF SITE ACCIDENTS AND ELIMINATION OF UNDER-REPORTING OF SITE ACCIDENTS

(Ref.: SDEV's memo ref. (03E8T) in DEVB(W) 516/80/03 dated 3.8.2022)

SDEV's memo ref. (03E8T) in DEVB(W)516/80/03 dated 3.8.2022 promulgates a new set of contract provisions for incorporation in public works contracts and their subcontracts at all tiers for prohibition of imposing administrative charges for reporting of site accidents and processing employees' compensation claims as well as imposing requirements on reporting all site accidents by contractors. The contract provisions for incorporation into all public works contracts and their associated subcontracts are at Appendix 5.65.

The Contractor shall devise measures and incorporate the measures in the Subcontractor Management Plan for (a) monitoring the performance of the subcontractor in complying with the requirements in the Contract regarding reporting site accidents; and (b) ensuring all subcontractors, irrespective of tiers, to incorporate the subcontract conditions mutatis mutandis

as required in the provisions at Appendix 5.65 into all subcontracts. The revised Guidelines on Scope and Contents of Subcontractor Management Plan to replace existing Appendix to Special Conditions of Contract/additional conditions of contract on Subcontractor Management Plan promulgated under DEVB TC(W) No. 6/2021 are at Appendices 5.6A, 5.6C and 5.6E respectively.

This new set of contract provisions as set out in Appendices 5.6A, 5.6C, 5.6E and 5.65 shall be incorporated into all public works contracts (including capital works contracts and term contracts) of which the tenders are to be invited on or after 26 August 2022.

Replace the numbering of paragraph “9.53” with “9.54”.

PARAGRAPH 12 REFERENCES

(d)

Add the following references:

SDEV’s memo ref. (03E8T) in DEVB(W) 516/80/03 dated 3.8.2022	Construction Site Safety Manual – Prohibition of Imposing Administrative Charges for Reporting of Site Accidents and Elimination of Under-reporting of Site Accidents
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SDEV’s memo ref. (03FBT) in DEVB(W) 505/91/01 dated 5.1.2023	Rodent Control on Construction Sites
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SDEV’s memo ref. () in DEVB(W) 510/94/02 dated 1.2.2023	Addition of “Levelling and Setting Out” as One of the Designated Trades under the Registered Specialist Trade Contractors Scheme of the Construction Industry Council
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APPENDICES

(e) Appendix 5.6

Replace “and” with “,” and add “, and 1.2.2023” after “1.12.2022” under the heading.

Delete the following fourth paragraph in item [(10)](a) under Special Conditions of Contract:

["Suspended Ceiling" and "Tower Crane (Erecting, Dismantling, Altering Height)" mean the trade of "suspended ceiling" and "tower crane (erecting, dismantling, altering height)" respectively under the RSTCS as promulgated by the Construction Industry Council from time to time.]⁸

Replace superscript "9" with "8" in the fifth paragraph of item [(10)](a) under Special Conditions of Contract.

Delete "Truss Out Scaffolding," before "Gondola (Permanent)" and "truss out scaffolding," before "gondola (permanent)", and replace superscript "10" with "9" in the sixth paragraph of item [(10)](a) under Special Conditions of Contract.

Add the following paragraph after the last paragraph in item [(10)](a) under Special Conditions of Contract:

["Levelling and Setting Out" means the trade of "levelling and setting out" under the RSTCS as promulgated by the Construction Industry Council from time to time.]¹⁰

Replace "Suspended Ceiling, Tower Crane (Erecting, Dismantling, Altering Height),]⁸ Building Drainage Installation,]⁹ Gondola (Permanent) and Gondola (Temporary),]¹⁰" with "Building Drainage Installation,]⁸ Gondola (Permanent) and Gondola (Temporary),]⁹ Levelling and Setting Out,]¹⁰" in sub-item (iii) of items [(10)](b) & [(10)](c) under Special Conditions of Contract.

Replace "With effect from 1 January 2023, three new trades, i.e. (12) Truss Out Scaffolding, (13) Gondola (Permanent) and (14) Gondola (Temporary)," with "Three more trades, i.e. (12) Truss Out Scaffolding, (13) Gondola (Permanent) and (14) Gondola (Temporary), have been included since 1 January 2023. With effect from 1 March 2023, a new trade, i.e. (15) Levelling and Setting Out," in item 2 of Internal Notes.

Delete the following item of Internal Notes:

8. The words in square brackets should be deleted for contracts for which tenders will be invited on or after 1 January 2023, i.e. the tender limits of Group 1 and Group 2 should be observed for all trades including Suspended Ceiling and Tower Crane (Erecting, Dismantling, Altering Height), except Building Drainage Installation. (SDEV's memo ref. DEVB(W) 510/94/02 dated 11.1.2022 refers)

Add “, except Gondola (Permanent), Gondola (Temporary) and Levelling and Setting Out” after “i.e. the tender limits of Group 1 and Group 2 should be observed for all trades including Building Drainage Installation” and replace item number “9” with “8” in item 9 of Internal Notes.

Add “, except Levelling and Setting Out” after “Gondola (Permanent) and Gondola (Temporary)” and replace item number “10” with “9” in item 10 of Internal Notes.

Add the following new item after the last item of Internal Notes:

10. The words in square brackets should be deleted for contracts for which tenders will be invited on or after 1 December 2023, i.e. the tender limits of Group 1 and Group 2 should be observed for all trades including Levelling and Setting Out. (SDEV's memo ref. DEVB(W) 510/94/02 dated 1.2.2023 refers)

(f) Appendices 5.6A

Add the following new page after “Appendix [X][#] to SCC [X][#]”:

[Appendix \[y\][#] to SCC \[X\][#]](#)

[Guidelines on Documentary Proof to Demonstrate the Compliance of the Provisions in the SMP](#)

- i) Engineer / Supervising Officer should base on their professional judgment in selecting samples of subcontract document/report for documentary proof.
- ii) Documentary proof should be limited to relevant information for the demonstration of the compliance of the provisions in the submitted SMP i.e.

information as stipulated in the Guidelines on Scope and Contents of the Subcontractor Management Plan at Appendix [x]# to these Special Conditions of Contract.

- iii) Documentary proof should exclude sensitive commercial information such as price, payment conditions (except for purpose of proving compliance with the requirements as stipulated in the Contract (i.e. SCC for Subcontract conditions) and to demonstrate incorporation of the Mandatory Subcontract Conditions for Security of Payment at subcontract at all tiers), bills of quantity etc.**

Internal Note:

Insert appropriate reference

Replace “14” with “15”, and add “, and (15) Levelling and Setting Out,” after “(14) Gondola (temporary)” in note (3) of Table 1 - Particulars of Sub-contracts.

Replace “14” with “15” in note (5) of Table 1 - Particulars of Sub-contracts.

(g) Appendix 5.6B

Delete the following fourth paragraph of item (1) under Additional Conditions of Contract:

[“Suspended Ceiling” and “Tower Crane (Erecting, Dismantling, Altering Height)” means the trade of “suspended ceiling” and “tower crane (erecting, dismantling, altering height)” respectively under the RSTCS as promulgated by the Construction Industry Council from time to time.]³

Replace superscript “4” with “3” in the fifth paragraph of item (1) under Additional Conditions of Contract.

Delete ““Truss Out Scaffolding,”” before ““Gondola (Permanent)”” and ““truss out scaffolding,”” before ““gondola (permanent)””, and replace superscript “5” with “4” in the sixth paragraph of item (1) under Additional Conditions of Contract.

Add the following paragraph after the last paragraph of item (1) under Additional Conditions of Contract:

["Levelling and Setting Out" means the trade of "levelling and setting out" under the RSTCS as promulgated by the Construction Industry Council from time to time.]⁵

Replace "Suspended Ceiling, Tower Crane (Erecting, Dismantling, Altering Height),]³ Building Drainage Installation]⁴ Gondola (Permanent) and Gondola (Temporary),]⁵" with "Building Drainage Installation]³ Gondola (Permanent) and Gondola (Temporary),]⁴ Levelling and Setting Out,]⁵" in items (2)(iii) & 3(iii) under Additional Conditions of Contract.

Replace "With effect from 1 January 2023, three new trades, i.e. (12) Truss Out Scaffolding, (13) Gondola (Permanent) and (14) Gondola (Temporary)," with "Three more trades, i.e. (12) Truss Out Scaffolding, (13) Gondola (Permanent) and (14) Gondola (Temporary), have been included since 1 January 2023. With effect from 1 March 2023, a new trade, i.e. (15) Levelling and Setting Out," in item 1 of Internal Notes.

Delete the following item 3 of Internal Notes:

- 3. The words in square brackets should be deleted for contracts for which tenders will be invited on or after 1 January 2023, i.e. the tender limits of Group 1 and Group 2 should be observed for all trades including Suspended Ceiling and Tower Crane (Erecting, Dismantling, Altering Height), except Building Drainage Installation. (SDEV's memo ref. DEVB(W) 510/94/02 dated 11.1.2022 refers)**

Add ", except Gondola (Permanent), Gondola (Temporary) and Levelling and Setting Out" after "Building Drainage Installation" and replace item number "4" with "3" in item 4 of Internal Notes.

Add ", except Levelling and Setting Out" after "Gondola (Permanent) and Gondola (Temporary)" and replace item number "5" with "4" in item 5 of Internal Notes.

Add the following item after the last item of Internal Notes:

- 5. The words in square brackets should be deleted for contracts for which tenders will be invited on or after**

1 December 2023, i.e. the tender limits of Group 1 and Group 2 should be observed for all trades including Levelling and Setting Out. (SDEV's memo ref. DEVB(W) 510/94/02 dated 1.2.2023 refers)

(h) Appendices 5.6C

Add the following new page after “Appendix [X]# to ACC [C5]#”:

Appendix [y]# to ACC [C5]#

Guidelines on Documentary Proof to Demonstrate the Compliance of the Provisions in the SMP

- i) *Project Manager* should base on their professional judgment in selecting samples of subcontract document/report for documentary proof.**
- ii) Documentary proof should be limited to relevant information for the demonstration of the compliance of the provisions in the submitted SMP i.e. information as stipulated in the Guidelines on Scope and Contents of the Subcontractor Management Plan at Appendix [x]# to these *additional conditions of contract*.**
- iii) Documentary proof should exclude sensitive commercial information such as price, payment conditions (except for purpose of proving compliance with the requirements as stipulated in this contract (i.e. ACC for Subcontract conditions) and to demonstrate incorporation of the Mandatory Subcontract Conditions for Security of Payment at subcontract at all tiers), bills of quantity etc.**

Internal Note:

Insert appropriate reference

Replace “14” with “15”, and add “, and (15) Levelling and Setting Out,” after “(14) Gondola (temporary)” in note (3) of Table 1 - Particulars of Sub-contracts.

Replace “14” with “15” in note (5) of Table 1 - Particulars of Sub-contracts.

(i) Appendix 5.6D

Delete the following fourth paragraph of item (1) under Additional Conditions of Contract:

["Suspended Ceiling" and "Tower Crane (Erecting, Dismantling, Altering Height)" means the trade of "suspended ceiling" and "tower crane (erecting, dismantling, altering height)" respectively under the RSTCS as promulgated by the Construction Industry Council from time to time.]³

Replace the superscript "4" with "3" in the fifth paragraph of item (1) under Additional Conditions of Contract.

Delete "Truss Out Scaffolding," before "Gondola (Permanent)" and "truss out scaffolding," before "gondola (permanent)", and replace superscript "5" with "4" in the sixth paragraph of item (1) under Additional Conditions of Contract.

Add the following paragraph after the last paragraph of item (1) under Additional Conditions of Contract:

["Levelling and Setting Out" means the trade of "levelling and setting out" under the RSTCS as promulgated by the Construction Industry Council from time to time.]⁵

Replace "[⁴, except [³ Suspended Ceiling, Tower Crane (Erecting, Dismantling, Altering Height) and]³ Building Drainage Installation]⁴" with "[⁵, except [⁴ [³ Building Drainage Installation,³ Gondola (Permanent) and Gondola (Temporary),]⁴ Levelling and Setting Out,⁵" in items (2)(iii) & 3(iii) under Additional Conditions of Contract.

Replace "With effect from 1 January 2023, three new trades, i.e. (12) Truss Out Scaffolding, (13) Gondola (Permanent) and (14) Gondola (Temporary)," with "Three more trades, i.e. (12) Truss Out Scaffolding, (13) Gondola (Permanent) and (14) Gondola (Temporary), have been included since 1 January 2023. With effect from 1 March 2023, a new trade, i.e. (15) Levelling and Setting Out," in item 1 of Internal Notes.

Delete the following item 3 of Internal Notes:

3. The words in square brackets should be deleted for contracts for which tenders will be invited on or after 1 January 2023, i.e. the tender limits of Group 1 and Group 2 should be observed for all trades including Suspended Ceiling and Tower Crane (Erecting, Dismantling, Altering Height), except Building Drainage Installation. (SDEV's memo ref. DEVB(W) 510/94/02 dated 11.1.2022 refers)

Add “, except Gondola (Permanent), Gondola (Temporary) and Levelling and Setting Out” after “Building Drainage Installation” and replace item number “4” with “3” in item 4 of Internal Notes.

Replace item number “5” with “4” in item 5 of Internal Notes.

Add the following item after the last item of Internal Notes:

5. The words in square brackets should be deleted for contracts for which tenders will be invited on or after 1 October 2023, i.e. the tender limits of Group 1 and Group 2 should be observed for all trades including Gondola (Permanent) and Gondola (Temporary). (SDEV's memo ref. DEVB(W) 510/94/02 dated 1.12.2022 refers)

(j) Appendix 5.6E

Add the following new page after “Appendix [X]# to ACC [C5]#”:

Appendix [v]# to ACC [X]#

Guidelines on Documentary Proof to Demonstrate the Compliance of the Provisions in the SMP

- i) *Service Manager* should base on their professional judgment in selecting samples of subcontract document/report for documentary proof.
- ii) Documentary proof should be limited to relevant information for the demonstration of the compliance of the provisions in the submitted SMP i.e. information as stipulated in the Guidelines on Scope and Contents of the Subcontractor Management

Plan at Appendix [x]# to these *additional conditions of contract*.

- iii) Documentary proof should exclude sensitive commercial information such as price, payment conditions (except for purpose of proving compliance with the requirements as stipulated in this contract (i.e. ACC for Subcontract conditions) and to demonstrate incorporation of the Mandatory Subcontract Conditions for Security of Payment at subcontract at all tiers), bills of quantity etc.**

Internal Note:

Insert appropriate reference

Replace “14” with “15”, and add “, and (15) Levelling and Setting Out,” after “(14) Gondola (temporary)” in note (3) of Table 1 - Particulars of Sub-contracts.

Replace “14” with “15” in note (5) of Table 1 - Particulars of Sub-contracts.

- (k) Appendix 5.61A **Add the new appendix given in Annex A to this Amendment.**
- (l) Appendix 5.63 **Add the new appendix given in Annex B to this Amendment.**
- (m) Appendix 5.64 **Add the new appendix given in Annex C to this Amendment.**
- (n) Appendix 5.65 **Add the new appendix given in Annex D to this Amendment.**

CHAPTER 7 CONTRACT MANAGEMENT

PARAGRAPH 11 SITE SAFETY

- (o) Para. 11.7 **Add the following after the last sentence of the first paragraph:**

A site safety offence means a conviction for any offence set out in the following Ordinances and their subsidiary legislation:

- (a) The Factories and Industrial Undertakings Ordinance (Cap. 59);
- (b) The Occupational Safety and Health Ordinance (Cap. 509);
- (c) The Shipping and Port Control Ordinance (Cap. 313);
- (d) The Merchant Shipping (Local Vessels) Ordinance (Cap. 548)

For the purpose of regulating actions, a serious incident means an incident involving either one or a combination of the following:

- (a) Loss of life at a construction site;
- (b) Serious bodily injury at a construction site:
 - resulting in a loss or an amputation of a limb;
 - or
 - which has caused or is likely to cause permanent total disablement to the injured (see footnote 1 of DEVB TC(W) No.4/2022);
- (c) Dangerous occurrence (see footnote 2 of DEVB TC(W) No.4/2022) or incident at a construction site leading to or resulting in injuries that are considered serious (but not up to the extent as described in sub-paragraph (b) above), or damage to works or property on or adjacent to the construction site that posed a potential threat to public safety as identified/notified by DEVB, LD or MD.

Replace “Contractors incurring a serious incident on site or who have been convicted of a total of five or more offences in a rolling six-month period based on the dates of offences for site safety offences under the Factories and Industrial Undertakings Ordinance Cap. 59, the Occupational Safety and Health Ordinance Cap. 509, the Shipping and Port Control Ordinance Cap. 313 and the Merchant Shipping (Local Vessels) Ordinance Cap. 548, and their subsidiary legislation, in respect of separate incidents on the same contract” **with** “A contractor who may have caused or contributed (whether by act or omission) to the occurrence of a serious incident on a

construction site, or has committed conviction of five or more site safety offences counted by the date of commission and not the date of conviction, each arising out of separate incidents in any six months period on a construction site or construction sites under the same contract (or sub-contract where the contractor is acting as a sub-contractor)” **and** “voluntary suspension from tendering, mandatory suspension from tendering or removal from the Approved List” **with** “suspension from tendering or other regulating actions including demotion, downgrading or removal. Further details are given in DEVB TCW No. 4/2022” **in the second paragraph.**

Replace the third and fourth paragraphs with the following paragraph:

Arrangement for approval of domestic sub-contract, before an Architect/ Engineer/ Supervising Officer/ Maintenance Surveyor/ Project Manager/ Service Manager advises a contractor under a works contract whether he has an objection with respect to a proposed domestic sub-contractor, he shall check and ensure that the sub-contractor has not been suspended from tendering or removed from the Lists, taking cognizance of the requirements described in paragraphs 46 and 47 of DEVB TCW No. 4/2022 as appropriate.

(p) Para. 11.11

Add “, and Appendices A, B and C to DEVB TCW No. 1/2020 where subsequently updated in DEVB’s memo ref. (03F9H) in DEVB(W) 516/71/01 dated 29 December 2022 and (03F7R) in DEVB(W) 516/70/03 dated 27 February 2023” after “the Score Card System” in the third paragraph.

(q) Para. 11.13

Add the following paragraph after paragraph 11.13:

11.4 ADOPTION OF SMART SITE SAFETY SYSTEM (SSSS)

All capital works contracts with an estimated contract sum exceeding \$30 million shall adopt SSSS. See DEVB TCW No. 3/2023 for further details.

PARAGRAPH 12 ENVIRONMENTAL PROTECTION

(r) Para. 12.6

Add “(” and “)” before and after “Cap. 311”, “Cap. 400”, “Cap. 354”, “Cap. 358”, “Cap. 466”, “Cap. 403”, “Cap. 499”, and “Cap. 595” in the first paragraph.

Replace “Contractors who have been convicted of a total of five or more offences in a rolling six-month period based on the dates of offences for environmental offences in respect of separate incidents on the same contract” with “A contractor who has committed conviction of five or more environmental offences counted by the date of commission and not the date of conviction, each arising out of separate incidents in any six-month period on a construction site or construction sites under the same contract (or sub-contract where the contractor is acting as a sub-contractor)” and “voluntary suspension from tendering, mandatory suspension from tendering or removal from the Approved List.” with “suspension from tendering or other regulating actions including demotion, downgrading or removal. Further details are given in DEVB TCW No.4/2022” in the second paragraph.

Replace the third and fourth paragraphs with the following paragraph:

Arrangement for approval of domestic sub-contract, before an Architect/ Engineer/ Supervising Officer/ Maintenance Surveyor/ Project Manager/ Service Manager advises a contractor under a works contract whether he has an objection with respect to a proposed domestic sub-contractor, he shall check and ensure that the sub-contractor has not been suspended from tendering or removed from the Lists, taking cognizance of the requirements described in paragraphs 46 and 47 of DEVB TCW No. 4/2022 as appropriate.

PARAGRAPH 21 MISCELLANEOUS

(s) Para. 21.30

Add the following new paragraph after paragraph 21.30:

21.31 ADOPTION OF DIGITAL WORKS SUPERVISION SYSTEM (DWSS)

Capital works contracts, including capital subvention contracts under Head 708, with pre-tender estimate exceeding \$30 million, shall adopt the DWSS. See DEVB TCW No. 2/2023 for further details.

PARAGRAPH 22 REFERENCES**Delete the following reference:**

- (t) DEVB TCW No. 3/2009 Regulating Action against Contractors for Occurrence of a Serious Incident or Conviction for Site Safety or Environmental Offences

Add the following references:

- (u) DEVB TCW No. 4/2022 Regulating Action against Contractors for Occurrence of a Serious Incident or Conviction for Site Safety or Environmental Offences
- (v) DEVB TCW No. 2/2023 Digital Works Supervision System
- (w) DEVB TCW No. 3/2023 Smart Site Safety System
- (x) SDEV's memo ref.(03E8T) in DEVB(W) 516/80/03 dated 3.8.2022 Construction Site Safety Manual – Prohibition of Imposing Administrative Charges for Reporting of Site Accidents and Elimination of Under-reporting of Site Accidents
- (y) SDEV's memo ref. (03F9H) in DEVB(W) 516/71/01 dated 29.12.2022 Site Specific Induction Training
- (z) SDEV's memo ref. () in DEVB(W) 510/94/02 dated 1.2.2023 Addition of “Levelling and Setting Out” as One of the Designated Trades under the Registered Specialist Trade Contractors Scheme of the Construction Industry Council
- (aa) SDEV's memo ref (03F7R) in DEVB(W) 516/70/03 dated 27.2.2023 Score Card for Assessment of Site Safety Performance

APPENDICES

(ab) Appendix 7.49

Replace “**and**” with “**,**” after “**15.5.2013**” and add “**and SDEV’s memo ref. (03E8T) in DEVB(W)516/80/03 dated 3.8.2022**” after “**5.3.2021**” under the heading.

Add the following new items after the item 2.8 under section 2 in Part A – Submission of “Standard Checklist for monitoring of the Sub-contractor Management Plan”:

2.9 Reasonable measures for monitoring the performance of the subcontractors in complying with the requirements in the Contract in reporting site accidents

2.10 Reasonable measures to ensure all subcontractors, irrespective of tiers, to incorporate the Mandatory Subcontract Conditions for Prohibition of Imposing Administrative Charges for Reporting of Site Accidents and Elimination of Under-reporting of Site Accidents

Add “, 2.9 and 2.10” after “ A1.1 to 1.2, A2.1 to 2.6” in item (a) under “Guidance Notes on follow up action for Part A” of “Standard Checklist for monitoring of the Sub-contractor Management Plan” .

**Tech-innovation and Standards Unit
Civil Engineering and Development Department
26 April 2023**

APPENDIX 5.61A New Particular Specification Clauses on Control on Works in Confined Space in Connection with/in the Vicinity of Underground Pipework, Drainage/Sewage Manholes/Chambers or Structures Alike

**Particular Specification on
Control on Works in Confined Space in Connection with/in the Vicinity of
Underground Pipework, Drainage/Sewage Manholes/Chambers or Structures Alike**

The following PS Clauses apply to the works in confined space in connection with or in the vicinity of underground pipework, drainage or sewage manholes or chambers, or structures alike.

A. Safety Training

- (1) (a) All workers having the qualification of a “competent person (CP)” as per s.2 and s.4(2) of Chapter 59AE – Factories and Industrial Undertakings (Confined Spaces) Regulation (Chapter 59AE), who are employed on the Works or in connection with the Contract whether in the employ of the Contractor or subcontractors at all tiers shall complete the 1-day “**Confined Space Safety Training Course for Competent Persons Engaged in DSD’s Works**” run by the Construction Industry Council (CIC) and obtain a certificate. For the purpose of this Contract, the course is referred to hereinafter as the “**Confined Space Training for Competent Persons**” and the certificate as the “**Certificate for Competent Persons**”. A CP who possesses the valid qualification of competent person pursuant to s.2 and s.4(2) of the Factories and Industrial Undertakings (Confined Spaces) Regulation and simultaneously holds a valid “Certificate for Competent Persons” is referred to hereinafter as “Designated Competent Person (DCP)”.
- (b) All workers having the qualification of a “certified worker (CW)” as per s.2 and s.4(1) of Chapter 59AE – Factories and Industrial Undertakings (Confined Spaces) Regulation, who are employed on the Works or in connection with the Contract whether in the employ of the Contractor or subcontractors at all tiers shall complete the 1-day “**Confined Space Safety Training Course for Certified Workers Engaged in DSD’s Works**” run by CIC and obtain a certificate. For the purpose of this Contract, the course is referred to hereinafter as the “**Confined Space Training for Certified Workers**” and the certificate as the “**Certificate for Certified Workers**”.
- (c) For workers having both the qualifications of a CP and CW as stated in sub-clause (a) and (b) above, they shall be taken as workers having the

qualification of a CP only for the purpose of this PS Clause and the relevant provisions in this PS Clause shall apply.

- (d) The provisions in this PS Clause do not apply to Safety Officers (SOs) appointed by the Contractor, who are registered under the Factories and Industrial Undertakings (Safety Officers and Safety Supervisors) Regulations. However, if they are also qualified as “competent persons” as per Factories and Industrial Undertakings (Confined Spaces) Regulation and are to perform the duties of a CP in carrying out confined space works, they shall be taken as workers having the qualification of a CP for the purpose of this PS Clause and the relevant provisions in this PS Clause shall apply.

B. Further Requirements

- (1) (a) Safety precautions for working in drains, sewers and other enclosed spaces shall comply with (a) the statutory requirements laid down in Chapter 59AE – Factories and Industrial Undertakings (Confined Spaces) Regulation, (b) Code of Practice on Safety and Health at Work in Confined Space published by Labour Department, (c) the requirements contained in the publications “Safety Precautions in Sewers, Drains and Other Enclosed Spaces” (at in **PS Appendix [X]**) and (d) “Drainage Services Department Practice Note No. 1/2021 – Safety Supervision of Work in Confined Space” published by the Drainage Services Department (DSD) and its latest version. If an ambiguity or discrepancy in or divergence between the aforementioned documents and the Contract is found, the most stringent requirement contained in the aforementioned documents and the Contract shall prevail.
- (b) Man-entry to sewers or drains with a diameter not greater than 900mm or equivalent for undertaking any type of works shall be prohibited. For CCTV survey, man-entry to sewers or drains with a diameter not larger than 1 300mm or equivalent shall also be prohibited. Where man-entry cannot be avoided under anomalous circumstances, the Contractor shall obtain prior approval from the Engineer. The Contractor’s attention is drawn to that approval from the Engineer would not normally be given for man-entry to carry out opening of lateral connections inside a lined pipeline due to lack of robotic cutting machine/equipment or the like.
- (c) The Contractor shall establish a written notification system to enable the Engineer’s Representative (ER) of confined space works to be carried out. The system shall include means to ensure that the ER is to be informed of, vide the Contractor, any such works to be carried out by him, his subcontractors at all tiers or other persons on the Works or in connection with the Contract.

- (d) The Contractor shall notify the ER two clear working days in advance of any proposed work in confined space in writing. The Contractor shall also notify the ER the proposed time of commencement for the confined space works. In case of emergency situations where the 2-day advance notification requirement cannot be met, the Contractor shall obtain verbal consent from the Engineer or the ER prior to the commencement of any confined space works. The verbal consent shall be recorded in writing by the Engineer or the ER before noon on the next working day following the granting of verbal consent.
- (e) The Contractor shall implement a permit-to-work system for working in confined space. The permit-to-work certificate (refer to hereinafter as “Permit”) shall only be signed and issued by the Contractor’s representative on confined space works (viz. Project Manager or Site Agent) who is appointed by the Contractor and accepted by the Engineer, and shall not be issued by the subcontractors nor the DCP. The Permit shall be signed by the Contractor’s representative on confined space works at the entrance of the confined space works and advance issue of the Permit shall not be accepted. The Permit shall legibly indicate the date and time of issue, allowable period of stay in the confined space and incorporate the latest record of gas monitoring at that space. Original copy of the valid Permit pertaining to each shift of confined space operation shall be displayed at the entrance of that confined space. The implementation of the permit-to-work system does not derogate the Contractor from his obligation under the legislation and other contractual requirements.
- (f) Any work involving entry into confined space shall not be carried out without the presence of the Contractor’s Safety Officer or other staff who is a DCP, and having sufficient knowledge and experience in supervising the work in confined space appointed by the Contractor and accepted by the ER. He shall attend the Site and shall not leave the Site until all persons entering the confined space have left the confined space and return to the open atmosphere.
- (g) The Contractor shall submit a copy of the risk assessment with a safety checklist and detailed programme of the work at least two weeks before the commencement of confined space works for checking. When there is change in the works or the risks involved, the Contractor shall submit a fresh risk assessment and programme to the ER at least two weeks in advance for checking.
- (h) The Contractor shall not allow work to proceed in a confined space unless all pre-entry requirements as mentioned in this clause and **PS Appendix [X]** are fully checked and satisfied. Notwithstanding this, the Contractor

shall ensure that 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.

- (i) The Contractor shall ensure that each person entering a confined space shall wear an audio-visual personal alarm of dead-man type maintaining its operating in active mode throughout his/her stay in that space, and is able to give out signals that can alert the standby person stationed at the entrance of that space.
- (j) The Contractor shall not allow work to proceed in a confined space located in industrial areas unless the persons working therein are wearing suitable breathing apparatus of approved type.
- (k) The Contractor shall ensure that each person entering a confined space shall wear safety harness with a lifeline connected to a man-lifting tripod or other lifting equipment approved by the Engineer for rescue purpose.
- (l) The Contractor shall set up CCTV cameras at manholes or end of pipeline for real-time monitoring of the conditions of the workers staying in the confined space where the direct line of sight between the standby person stationed at the entrance of a confined space and the person entering a confined space is impossible.
- (m) The Contractor shall take video throughout the whole work duration, including entry to and exit from the confined space. The Contractor shall submit electronic copy of the videos to the ER within two working days for record purpose.
- (n) The Contractor shall ensure that –
 - i) any person entering a confined space shall wear a spark-proof / explosion-proof two-way telecommunication equipment to enable continuous and non-interrupted real-time communication with the standby person stationed at the entrance of a confined space; and
 - ii) any person entering a confined space shall be continuously monitored by the standby person or via the CCTV visual display panel real-time viewable by the standby person when the direct line of sight between the standby person stationed at the entrance of a confined space and the person entering a confined space is impossible.
- (o) The Contractor shall conduct regular rescue drills on confined space works to enhance and maintain the responsiveness of the confined space operating team and the rescue team during emergency. The rescue drills

shall be conducted at an interval of not more than six months or a more frequent interval when considered necessary by the Engineer.

- (p) The Contractor's representative on confined space works (viz. Project Manager or Site Agent) and the Safety Officer shall conduct at least 3 site check in each shift of confined space works.

PS Appendix [X]**SAFETY PRECAUTIONS WHEN WORKING IN SEWERS, DRAINS
AND OTHER CONFINED SPACE****1. Responsibility**

1.1 The **person-in-charge** (e.g. foreman or gang leader) of the confined space works appointed by the Contractor and accepted by the Engineer's Representative (ER) shall ensure that –

- (a) detailed working procedures and safety precautions are drawn up for the work being carried out;
- (b) all workers are provided with adequate training and information on the personal hygiene and health precautions, the use of personal protective equipment etc;
- (c) all workers are instructed in the working procedures and safety precautions to be followed;
- (d) equipment is provided in sufficient quantities and readily available in serviceable condition at the scene for immediate use so that the working procedures and safety precautions can be followed;
- (e) the working procedures and safety precautions are correctly carried out;
- (f) the requirements of the Factories and Industrial Undertakings (Confined Spaces) Regulation and other requirements stated in the Contract are strictly complied with;
- (g) a DCP is appointed to carry out risk assessment of the working environment and the works to be carried out in the confined space and make recommendations on measures to be taken in relation to safety and health of workers when work is to be undertaken, and he shall not be the certified worker in the same confined space operation;
- (h) no workers enter or work in the confined space other than certified workers (For the purpose of this Contract, a certified worker refer to a person who possesses the valid qualification of certified worker pursuant to s.2 and s.4(1) of the Factories and Industrial Undertakings (Confined Spaces) Regulation and simultaneously holds a valid "Certificate for Certified Worker" (person refer to hereinafter as "DCW"));

- (i) he shall not act as the Contractor's representative on confined space works or DCP in the same shift of confined space works concurrently;
- (j) he shall attend the Site at the commencement of the confined space works and shall not leave the Site until all personnel entering the confined space have left that space and return to the open atmosphere; and
- (k) he shall not enter the confined space to carry out any work thereat throughout the period of discharging the duties as "person-in-charge" in the confined space works. He shall arrange the responsible DCP to closely monitor the health and safety of all personnel staying in the confined space.

(The following sub-clause shall be included in the tender document if it is considered that the "person-in-charge" will have genuine need to enter into confined space)

Should entry of "person-in-charge" into confined space be required due to works management purpose, prior agreement shall be sought from Employer vide the Engineer and suitable arrangement should be made by the Contractor to the satisfaction of Employer in such manner that the responsibilities of "person-in-charge" stated in the above sub-clauses (a) to (j) will not be sacrificed due to his/her absence outside the confined space. During the entry of "person-in-charge" into confined space, the DCP shall be kept stationing outside the confined space. The time of entry/leave in each confined space by the "person-in-charge" shall be timely registered in a logsheet for subsequent auditing. For the avoidance of doubt, the entry of "person-in-charge" into the confined space is limited to ad-hoc (not full time) supervision, inspection, checking, verification of the progress/condition of work in confined space and handing-over of the works thereat. Simultaneous entry/staying of the responsible DCP and the "person-in-charge" within the confined space shall not be allowed unless the Safety Officer is present at the entrance of confined space to oversee and monitor the health and safety of all personnel staying in that confined space. The "person-in-charge" entering the confined space shall hold a valid DCW certificate, comply with all necessary confined space safety requirements as stated in the contract and risk assessment for that shift of confined space works concerned, and shall not perform the works of certified workers during his/her period of stay in that confined space.

1.2 The **DCP** shall –

- (a) attend the Site and shall not leave this Site until all persons entering the confined space have left that space and return to the open atmosphere;
- (b) have sufficient knowledge and experience in supervising the work in confined space appointed by the Contractor and accepted by the ER;
- (c) carry out risk assessment of the working environment and the works to be carried out in the confined space and make recommendations on measures to be taken in relation to safety and health of workers when work is to be undertaken in compliance with the Factories and Industrial Undertakings (Confined Spaces) Regulation;
- (d) not enter the confined space throughout the period of discharging the duties as “DCP” in that operation. Should his/her entry into confined space be required, he/she should designate a competent standby person, who holds a valid DCW certificate, to station outside the confined space throughout the duration of his/her absence outside the confined space to perform the duties of the standby person according to the duties stated in paragraph 1.4 of this PS Appendix. DCP shall seek prior agreement of both the Contractor’s representative and the ER before his/her entry. For the avoidance of doubt, DCP’s entry is limited to ad-hoc (not full time) inspection, checking, verification or assessment of the condition in confined space and he/she shall hold a valid DCW certificate, comply with all necessary confined space safety requirements as stated in the contract, and all necessary safety precautions in relation to the hazards identified in the risk assessment pertaining to DCP’s entry into confined space have been taken. He/She shall not perform the works of DCWs during his/her period of stay in that confined space. For the avoidance of doubt, a separate risk assessment (not compiled by the DCP intending to enter confined space) and Permit-to-work shall be prepared prior to DCP’s entry; and
- (e) not act as the person-in-charge or Contractor’s representative on confined space works in the same shift of confined space works concurrently.

1.3 The **Contractor’s representative on confined space works** (viz. Site Agent or Project Manager) shall –

- (a) be directly and wholly employed by the Contractor;
- (b) be authorized by the Contractor to endorse the risk assessment and issue / void the Permit for the work to be proceeded in the confined space;

- (c) be responsible for determining the continuation / suspension / resuming of confined space operation at the onset of / during / after adverse weather conditions and / or the lowering of adverse weather warning signals;
- (d) attend the Site and shall ensure all persons entering the confined space have left that space and return to the open atmosphere;
- (e) not enter the confined space throughout the period of discharging the duties as “Contractor’s representative on confined space works” in the same shift of confined space works; and
- (f) not act as the person-in-charge or DCP in the same shift of confined space works concurrently.

1.4 **Standby person** is responsible for ensuring the safety of all personnel staying in the confined space. He shall –

- (a) keep in touch with the personnel staying in the confined space via suitable two-way communication device at reasonable intervals, normally not more than every 2 minutes (Direct calling/shouting is NOT encouraged and the Contractor is required to explore and formulate alternative more effective two-way communication device before the commencement of confined space operation);
- (b) ensure the lifelines are holding firmly on a man-lifting tripod, or other lifting equipment approved by the Engineer, pay out and reel in the lifelines as required, so that at all times the lifeline can be used in an emergency;
- (c) in the event of a warning being received that working environment is likely to become dangerous, or if they suspect danger themselves, instruct all personnel staying in the confined space to return to the open atmosphere immediately;
- (d) hold a valid DCW certificate and be responsible for the lookout for signs of danger including –
 - (i) sudden increases in flow,
 - (ii) heavy rain falling in the area or upstream, and
 - (iii) signs of hot or peculiar smelling discharges;
- (e) ensure all confined space including manholes etc. required for ventilation are kept open;
- (f) prohibit smoking and ensure that no naked lights, fires and internal combustion engine (diesel generator set) are located near to the confined space openings;

- (g) check that all personnel have returned to the open atmosphere on completion of the operation and that all manhole covers are properly reinstated;
- (h) not act as the person-in-charge or the Contractor's representative; and
- (i) not enter the confined space thereat throughout the period of discharging the duties as "standby-person" in the same shift of confined space operation.

1.5 All persons entering or staying in manholes, sewers, drains and other confined space should –

- (a) hold a valid DCW certificate;
- (b) wear adequate protective clothing and safety harness with lifeline;
- (c) keep in touch with the standby persons and obey any instructions given by them;
- (d) carry a gas detector with them and perform continuous gas monitoring throughout the period of stay;
- (e) wear a dead-man type personal alarm, maintaining in active operating mode throughout his/her stay in that space;
- (f) place safety chains etc. in manholes where facilities are provided for them, in particular, downstream of the area being worked;
- (g) avoid stirring up silt and check frequently for gas when this is unavoidable;
- (h) be on the lookout for signs of danger including:
 - (i) sudden increases in flow,
 - (ii) signs of hot or peculiar smelling discharges,
 - (iii) signs of gas shown by the gas detector equipment, and
 - (iv) tiredness, faintness, headaches;
- (i) return to the open atmosphere immediately when the working environment become dangerous or weather condition become worsen;
- (j) observe procedures implemented by the person-in-charge of the confined space operation;

- (k) observe instructions and advice and have already attended relevant safety training courses for confined space operation; and
- (l) make full and proper use of, and forthwith report to the person-in-charge of the confined space operation any fault or defect in, any safety equipment or emergency facilities provided.

2. **Safety Equipment**

- (a) Every gang working in manholes, sewers, storm water drains and other confined space must check that they have the following safety equipment readily available in a serviceable condition at the scene in addition to normal working tools –
 - sufficient number of gas detection apparatus (At least 1 no. of gas detection apparatus shall be carried into the confined space to continuously monitor the atmosphere therein.)
 - 1 No. of dead-man type audio-visual personal alarm for each person, maintaining in active operating mode throughout his/her stay in that space, for each person entering the confined space to alert those staying outside.
(WARNING: The dead-man type personal alarm emits “rescue signal” rather than “warning signal for danger detected”. Its major use is for locating the victim in a rescue. The dead-man type alarm shall never be relied upon, whether knowingly or unknowingly, as an alarm of danger detected because serious harm could have already been done to the person wearing it before it is activated.)
 - 1 No. of safety harness for each person.
 - 1 No. of lifeline for each person, each 15m long.
 - 1 No. of man-lifting tripod, or other lifting equipment approved by the Engineer.
 - 1 No. of first aid kit.
 - 1 No. of crowbar.
 - Sufficient sets of spark-proof / explosion-proof lamp or torch.
 - soap, antiseptic and an adequate supply of clean water.
 - 3 Nos. of safety chains, each 3 m long.
 - Other than those to be used by personnel entering the confined space, minimum 1 set of standby approved type of breathing apparatus (BA) shall be ready available at the scene for immediate use at each job location / work front in case of emergency. The nos. of BA required in each shift of operation should be sufficient to cater for the extent, time to be spent and the nos. of personnel to enter into the confined space.
 - Effective wireless and hands-free two-way communication device for establishing clear and uninterrupted communications between the workers

in the confined space and the supervisors/standby-persons at ground level or entrance of confined space of a type approved by the Engineer. When equipped by the workers in the confined space, such communication device shall not involve modification to the approved type of BA or if modification is required, the modified BA shall have been approved by Labour Department according to the prevailing legislation. The communication device shall be spark-proof / explosion-proof.

- 1 set of resuscitation equipment.
 - 1 No. of mechanical blower
 - 1 No. of stretcher.
 - 1 set of fire fighting equipment.
- (b) Each workman shall be provided with protective headgear, helmet, goggles, hearing protection, a pair of industrial gloves, rubber boots and other protective clothing as required by the working environment and the nature of the works to be carried out.
- (c) The weather condition should be checked and under continuous monitoring by those personnel staying outside the confined space.
- (d) CCTV camera shall be set up at manholes or end of pipeline for real-time monitoring of the condition of workers staying in the confined space where direct line of sight between the standby person at the entrance of that space and the person entering that space is impossible.
- (e) The Contractor shall note that some of the survey works may involve man-entry into deep manholes with intermediate platforms where the access and line of sight may be hindered. In such case, the Contractor shall devise and implement specific safety measures in order to enable the survey works to be carried out in compliance with the safety requirements for confined space operations as stated in the contract. For example, the Contractor is required to setup one additional tripod at the intermediate platform for rescue. Where the intermediate platform does not provide sufficient space for setting up of tripod, the Contractor may design and construct temporary works / platform to ensure the safe execution of the survey works. For the avoidance of doubt, if the Contractor fails to provide such specific safety measures resulting in abandonment of survey but the Engineer considers it reasonably practical to do so, the Engineer's acceptance will not be given for the application for abandonment of survey.

3. **General Precautions**

- (a) Prohibit smoking, naked lights, fires or internal combustion engine (diesel generator set) located near to any entrance to manholes, drains,

sewers or nullahs and only spark-proof / explosion-proof lamp or torch are to be used anywhere below ground level or inside confined space.

- (b) Unhealed cuts or scratches, however, must be covered by impermeable plaster.
- (c) Any abrasion, scratch or cut, no matter how slight, must be cleaned immediately and dressed with antiseptic gauze and impermeable plaster.
- (d) Before eating and after changing clothing, all workers should wash their hands and forearms with soap and water containing disinfectant.
- (e) Use caution and common sense at all times.

4. **Precautions Before Commencing Work**

- (a) Check that all safety equipment is readily available and in serviceable condition.
- (b) Check the position and likelihood of exceptional discharges or any influx of dangerous substances, either vapour/gases or liquid, from factories and other places affecting the area in which the gang is working.
- (c) Check that the sewers, drains, manholes, confined space, etc., in which the gang is working, is structurally stable.
- (d) Locate the nearest fire station and hospital for summoning assistance in case of an emergency. If man-entry confined space work is carried out at remote / rural areas, the nearest well known scenic spot or public road should be ascertained so that the rescue team can reach the correct spot to conduct the rescue expeditiously.
- (e) Ventilate the area to be worked by opening the manhole covers and if necessary by providing forced ventilation. At least one manhole upstream and one manhole downstream of the length of sewer or drain being worked / inspected should be opened in addition to those on the length being worked / inspected.
- (f) All open manholes shall be marked with Danger Notice Boards and guarded at all sides so that vehicles and persons are kept well clear.
- (g) Proper temporary traffic arrangement (TTA) and lighting, signing and guarding shall be provided.

- (h) Alternative confined space exit point(s) is practicably available and imminently serviceable for evacuation / escape purpose. The location(s) and route(s) to reach these exit point(s) shall be made known to all personnel concerned before the commencement of each shift of man-entry confined space operation. These exit point(s) shall be opened and illuminated throughout each operation.

5. **Before Entering Manholes, Sewers, Drains or Confined Space**

- (a) Risk assessment is carried out and prepared by the DCP at the scene of entry which is specific to the prevailing weather, actual working environment and the type, scope and duration of confined space works to be carried out.
- (b) Permit-to-work is signed and issued by the Contractor's representative on confined space works (not by DCP or sub-contractor) at the scene of entry.
- (c) Advance preparation, signing or issue of risk assessment and/or permit-to-work are strictly prohibited.
- (d) Standby persons are stationed at the scene of entry and shall attend full time at those points where personnel are entering or leaving a manhole, sewer, drains and other confined space.
- (e) After the sewer, drain, manhole and other confined space has been ventilated for a sufficient period, a gas detection apparatus shall be lowered into that space to test whether or not it is safe for personnel to enter/stay.
- (f) If working inside conduits is required, a gas detection apparatus shall be placed inside the concerned part of the conduits to test and monitor continuously whether or not it is safe for personnel to enter/stay.
- (g) Even though the gas tests indicate safe conditions, if there is a peculiar smell or if there are any suspicious circumstances no one shall enter the sewer, drain, manhole or confined space.
- (h) Clean down the manhole shaft and step irons or access ladder.
- (i) Check any other works activities being implemented in the vicinity that may affect the safety of the workmen staying inside the sewer, drain, manhole or confined space.
- (j) Set up a man-lifting tripod, or other lifting equipment approved by the Engineer, for holding lifelines. The tripod need not sit directly over the manhole or entrance / exit point during the works but must be placed in the vicinity such that it will be ready available for rescue purpose in case of emergency.

6. **In Case of Emergency**

- (a) In the event of physical injury, first aid should be given and the injured person must be brought out of the manhole, sewer, drain or confined space as quickly as possible, care being taken not to aggravate the injury. Depending upon the seriousness of the injury, the person-in-charge must decide whether medical or other assistance is required.
- (b) In the event of a person collapse in the sewer, drain, manhole or confined space, any personnel with him/her must warn the standby person(s) stationed outside the confined space and unless they are able to drag the casualty clear at once, leave the sewer, drain, manhole or confined space as quickly as possible.
- (c) NO FURTHER RESCUE ATTEMPT SHOULD BE MADE WITHOUT BREATHING APPARATUS and help must be summoned AS QUICKLY AS POSSIBLE by dialing 999 and asking for life rescue.

APPENDIX 5.63 Particular Specification – Rodent Control on Construction Sites

- (a) The **Contractor / Contractor* shall comply with the Code of Practice for Rodent Management and other relevant guidelines promulgated by the Food and Environmental Hygiene Department for anti-rodent work.
- (b) The **Contractor / Contractor* shall engage a competent pest control agent to carry out rodent disinfection operations upon taking over the Site and throughout the Contract, which shall include, but not limited to –
- (i) identify any rodent infested areas and any potential rodent infested areas on the Site;
 - (ii) set out and install sufficient rodent control measures, such as rodent baiting points, rodent traps, rodent glues and filling of rodent holes, as appropriate, to disinfect any rodent found and to prevent rodent infestation on the Site;
 - (iii) inspect the rodent control measures regularly, replenish and adjust them as necessary;
 - (iv) place appropriate warning signs in the vicinity of the rodent baits, traps and glues; and
 - (v) collect and dispose of live and dead rodent and all wastes arising from the disinfection operation to appropriate waste collection points.
- (c) The **Contractor / Contractor* shall clean up the Site to eliminate the three survival conditions of rodent on the Site, viz. removal of food sources, elimination of hiding places of rodents, and blockage of rodent dispersal routes, and continue to maintain the Site in a clean and hygienic condition.
- (d) The **Contractor / Contractor* shall provide statistics on anti-rodent work to the **Architect / Engineer / Supervising Officer / Maintenance Surveyor / Project Manager / Service Manager* on a monthly basis. The statistics shall include the following items and other items as requested by the **Architect / Engineer / Supervising Officer / Maintenance Surveyor / Project Manager / Service Manager* –
- (i) Number of inspection conducted in connection with rodent infestation / control;
 - (ii) Number of bait points set;
 - (iii) Number of trap placed;
 - (iv) Number of live rodent trapped;
 - (v) Number of dead rodent collected;
 - (vi) Number of rodent hole filled;
 - (vii) Number of joint site visit conducted with the Food and Environmental Hygiene Department;

- (viii) Number of joint visit conducted with **Architect / Engineer / Supervising Officer / Maintenance Surveyor / Project Manager / Service Manager*; and
 - (ix) Number of complaint received.
- (e) The **Contractor / Contractor* shall review the statistics enumerated in sub-clause (d) above as well as the sufficiency and effectiveness of rodent control measures adopted with the **Architect / Engineer / Supervising Officer / Maintenance Surveyor / Project Manager / Service Manager* during the Site Environmental Management Committee meetings or other appropriate meetings between the **Contractor / Contractor* and the **Architect / Engineer / Supervising Officer / Maintenance Surveyor / Project Manager / Service Manager* on a monthly basis.

Note:

The optional entries with asterisk (*) are for selection by contract drafters to suit contracts using NEC or Government of the Hong Kong Special Administrative Region (HKSARG) General Conditions of Contracts (GCC). Contract drafters are reminded to remove the inapplicable ones in blue.

APPENDIX 5.64 Particular Specification on Safety Training**Construction Site Safety Manual****Chapter 3****Appendix III – PARTICULAR SPECIFICATION ON SITE SAFETY****8 Safety Training**

- (6) (a) All persons employed on the Works or in connection with the Contract whether in the employ of the Contractor or sub-contractors of all tiers shall receive “site specific induction training”.
- (b) Site specific induction training and its refresher shall take the form of an one-hour talk conducted by the Safety Officer in accordance with sub-clause 6(e) below.
- (c) The talk shall be conducted as follows:
- | | | |
|-------|--|----------------|
| (i) | Safety Policy | 10 mins |
| (ii) | General particulars of the Site | 10 mins |
| (iii) | Special characteristics of the Works and inherent hazards on the Site, highlights of particular safety measures and use of personal protective equipment | 15 mins |
| (iv) | Emergency procedures and first-aid facilities | 10 mins |
| (v) | Reporting of accidents and injury compensation procedures | 5 mins |
| (vi) | Questions and answers | <u>10 mins</u> |
| | total | 60 mins |
- (d) The Safety Officer shall prepare the talk based on Part II of the “Site Safety & Health Induction Training Manual” published by the Hong Kong Construction Association Ltd.
- (e) An outline of the talk and every update of it shall be provided to the *Architect/Engineer’s Representative for approval. All persons

enumerated in sub-clause (6)(a) above shall be provided with site specific induction training on the first day of their commencement of work on the Site. Thereafter, they shall be given refresher talks at intervals of 6 months depending on the amount of changes to the site condition.

- (f) The Contractor shall ensure that “site specific induction training” talks are carried out by Safety Officers who are competent trainers and have received training on safety training techniques organised by the Hong Kong Construction Association Ltd. (HKCA), Construction Industry Council (CIC), Occupational Safety and Health Council (OSHC) or other approved training organisations.

APPENDIX 5.65 Contract Provisions for Prohibition of Imposing Administrative Charges for Reporting of Site Accidents and Elimination of Under-reporting of Site Accidents

[Note: The optional entries with asterisk (*) are for selection by contract drafter to suit contracts using NEC3/4 Engineering and Construction Contract (ECC) or NEC3/4 Term Services Contract (TSC) or Government of the Hong Kong Special Administrative Region (HKSARG) General Conditions of Contract (GCC) 1999 Edition or HKSARG GCC for Term Contracts. Contract drafters are reminded to remove the inapplicable ones in blue.

Please update the reference as appropriate.]

The following shall be incorporated into the contract / Contract between the Employer / Client / Employer and the Contractor / Contractor as *additional conditions of contract* / Special Conditions of Contract –

Section D – General Obligation

	<u>Marginal Notes</u>	<u>Guidelines</u>
<p>[D33][#] (1) The <i>*Contractor / Contractor</i> shall not impose charges of any form on any <i>*subcontractor / sub-contractor</i>, or deduct any amount from the payment to which any <i>*subcontractor / sub-contractor</i> is entitled, for reporting accidents and processing any claims for compensation under the Employees' Compensation Ordinance (Cap. 282) on behalf of the <i>*subcontractor / sub-contractor</i>. For the avoidance of doubt, <i>*subcontractor / sub-contractor</i> in this clause [D33][#] means all types of <i>*subcontractors / sub-contractors</i>, irrespective of tiers.</p> <p>(2) The <i>*Contractor / Contractor</i> shall ensure that the provisions at Appendix [A][#] of these <i>*additional conditions of contract</i> / <i>Special Conditions of Contract</i> are included <i>mutatis mutandis</i> in all <i>*subcontracts / sub-contracts</i> entered into with <i>*its / his *subcontractors / sub-contractors</i>. The <i>*Contractor / Contractor</i> shall, if necessary, within a reasonable time enter into a supplemental agreement with <i>*its / his *subcontractors</i></p>	<p>Prohibition of Imposing Administrative Charges for Reporting of Site Accidents and Elimination of Under-reporting of Site Accidents</p>	

Marginal NotesGuidelines

/ sub-contractors to comply with the requirements in this sub-clause.

- (3) For *subcontracts / sub-contracts at any lower tiers of *subcontracting / sub-contracting, the *Contractor / Contractor shall take all reasonable steps to ensure that the provisions at Appendix [A][#] of these *additional conditions of contract / Special Conditions of Contract are included *mutatis mutandis* in all such *subcontracts / sub-contracts. The *Contractor / Contractor shall take all reasonable steps to ensure that *subcontractors / sub-contractors at any lower tiers of *subcontracting / sub-contracting shall, if necessary, within a reasonable time enter into a supplemental agreement to include the provisions at Appendix [A][#] of these *additional conditions of contract / Special Conditions of Contract *mutatis mutandis* in all such *subcontracts / sub-contracts.
- (4) Upon request by the *Project Manager / Service Manager / Architect / Engineer / Maintenance Surveyor / Surveyor / Supervising Officer, the *Contractor / Contractor shall provide the original documents of the *subcontracts / sub-contracts to the *Project Manager / Service Manager / Architect / Engineer / Maintenance Surveyor / Surveyor / Supervising Officer, for inspection.
- (5) Where injury by accident arising out of and in the course of the employment is caused to any person employed to *Provide the Works / Provide the Service or in connection with the contract, the Contractor shall notify the Commissioner for Labour in such form and manner as required by the law and report the matter to the *Project Manager / Service Manager in the form prescribed in this contract without delay. This sub-clause shall apply irrespective of whether the person is in the employ of the Contractor or a subcontractor, and whether the person claims for compensation.

[Note:
This sub-clause is only applicable for contracts using NEC3/4 ECC or NEC3/4 TSC.]

<u>Marginal Notes</u>	<u>Guidelines</u>
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- (6) The **Contractor / Contractor* shall make necessary arrangements to ensure that all **subcontractors / sub-contractors* report all accidents on the Site involving their employees via their upper tier **subcontractors / sub-contractors* (if applicable) to the **Contractor / Contractor* without delay. Such arrangement shall be incorporated in the Safety Plan and Subcontractor Management Plan required under the **contract / Contract*.
- (7) The **Employer / Client* shall not be liable for or in respect of any damages or compensation payable at law in respect of or in consequence of any accident or injury to any worker or other person in the employ of the *Contractor* or any subcontractors save and except an accident or injury resulting from any act or default of the **Employer / Client*, his agents or employees and the *Contractor* shall indemnify and keep indemnified the **Employer / Client* against all such damages and compensation, save and except as aforesaid and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- (8) The compliance of this clause [D33][#] of these **additional conditions of contract / Special Conditions of Contract* by the **Contractor / Contractor* is entirely without prejudice to and do not relieve the **Contractor / Contractor* from any of **its / his* obligations or responsibilities under the **contract / Contract*, the Factories and Industrial Undertakings Ordinance (Cap. 59), the Occupational Safety and Health Ordinance (Cap. 509) and the Employees' Compensation Ordinance (Cap. 282), and all their subsidiary legislation.

[Note:
This sub-clause is only applicable for contracts using NEC3/4 ECC or NEC3/4 TSC.]

Appendix [A][#] of **additional conditions of contract / Special Conditions of Contract*

*The following clause shall be incorporated mutatis mutandis into the *subcontracts / sub-contracts at any tiers under the Contractor as *additional conditions of contract / Special Conditions of Contract –*

Clause [X] – Mandatory Subcontract Conditions for Prohibition of Imposing Administrative Charges for Reporting of Site Accidents and Elimination of Under-reporting of Site Accidents

(1) In this clause, the following words and expressions shall have the meanings hereby assigned to them except when the context otherwise requires:-

“**Client / Employer / Employer*” means the Government of the Hong Kong Special Administrative Region;

“**Project Manager / Service Manager / Architect / Engineer / Maintenance Surveyor / Surveyor / Supervising Officer*” means the **Project Manager / Service Manager / Architect / Engineer / Maintenance Surveyor / Surveyor / Supervising Officer* for the Contract;

“Contract” means the main contract [insert the Contract No.][#] made between the **Client / Employer / Employer* and the **Contractor / Contractor*;

“**Contractor / Contractor*” means the contractor who has entered into the Contract with the **Client / Employer / Employer* and entered into the Sub-contract with the Sub-contractor [Note: Replace the words “the Sub-contract with the Sub-contractor” with “a sub-contract with a sub-contractor at the first tier of the same chain of subcontracting in connection with this Sub-contract” for the second or lower tier subcontracts];

“Sub-contract” means this agreement;

“Sub-contractor” means the party who entered into this Sub-contract with the **Contractor / Contractor* [Note: Replace the words “the **Contractor / Contractor*” with “the Higher-tier-sub-contractor” for the second or lower tier subcontracts];

“sub-contractors” means all types of sub-contractors of the Sub-contractor, irrespective of tiers;

“Higher-tier-sub-contractor” means the party who entered into a subcontract at higher tier than this Sub-contract with another party and entered into this Sub-contract with the Sub-contractor; [Note: Adopt this definition for the second or lower tiers subcontracts only].

- (2) The Sub-contractor shall not impose charges in any form on any sub-contractor, or deduct any amount from the payment to which any sub-contractor is entitled, for reporting any accidents and processing any claims for compensation under the Employees' Compensation Ordinance (Cap. 282) on behalf of the sub-contractor.
- (3) Where injury by accident arising out of and in the course of the employment is caused to any person employed by the Sub-contractor or sub-contractors on the Works or in connection with the Contract, the Sub-contractor shall, without delay, notify the Commissioner for Labour in such form and manner as required by the law and report the matter to the **Contractor / Contractor* and **Project Manager / Service Manager / Architect / Engineer / Maintenance Surveyor / Surveyor / Supervising Officer*. This sub-clause shall apply irrespective of whether the person claims for compensation.
- (4) Upon request by the **Contractor / Contractor* [Note: Add “or the Higher-tier-subcontractor” for the second or lower tiers subcontracts], the Sub-contractor shall provide the original documents of the sub-contracts to the **Contractor / Contractor* [Note: Replace “the **Contractor / Contractor*” with “the Higher-tier-subcontractor” for the second or lower tiers subcontracts] who is authorized to provide the same to the **Project Manager / Service Manager / Architect / Engineer / Maintenance Surveyor / Surveyor / Supervising Officer* [Note: Add “and the **Contractor / Contractor*” for the second or lower tiers subcontracts] for inspection.
- (5) The compliance of this clause [X][#] of the **additional conditions of contract / Special Conditions of Contract* by the Sub-contractor is entirely without prejudice to and do not relieve the Sub-contractor from any of **its /his* obligations or responsibilities under this contract, the Factories and Industrial Undertakings Ordinance (Cap. 59), the Occupational Safety and Health Ordinance (Cap. 509) and the Employees' Compensation Ordinance (Cap. 282), and all their subsidiary legislation.