

Project Administration Handbook for Civil Engineering Works**2024 Edition****AMENDMENT NO. 2/2025****CHAPTER 1 PROJECT PLANNING****APPENDICES**

- (a) Appendix 1.13 **The Geographical Areas of GEO District Divisions is updated as given in Annex A to this Amendment.**

CHAPTER 4 PROJECT DESIGN AND ESTIMATES**PARAGRAPH 1 GENERAL CONSIDERATIONS FOR DESIGN**

- (b) Para. 1.9 **Add “This policy also applies to projects entrusted to organisations outside the Government (Airport Authority, MTR Corporation Limited, private developers, etc.), sub-vented projects and private projects to be handed over to the Government. Refer to DEVB TC(W) No. 1/2025 for details.” at the end of the first paragraph.**

Delete the second, third and fourth paragraph.

CHAPTER 5 CONTRACT DOCUMENTS**PARAGRAPH 9 SPECIAL TOPICS**

- (d) Para. 9.31 **Replace “and 10.4.2024” with “, 10.4.2024 and 11.12.2024” in the heading.**

Add “5.6B1” and “5.6C1” after “5.6B” and “5.6C” respectively in the third paragraph.

PARAGRAPH 12 REFERENCES

Add the following reference:

SDEV’s memo ref. () in DEVB WB WP4S-022-009-002-P001 dated 11.12.2024	Additional of “Truss-out Scaffolding” as Designated Trades under the Registered Specialist Trade Constrictors Scheme of the Construction Industry Council
---	---

APPENDICES

- (e) Appendix 5.3B1 Add the new appendix given in Annex B to this Amendment.
- (f) Appendix 5.6C1 Add the new appendix given in Annex C to this Amendment.
- (g) Appendix 5.6D Delete “[“Building Maintenance” and “Interior Fitting-out” mean the trade of “building maintenance” and “interior fitting-out” respectively under the RSTCS as promulgated by the Construction Industry Council from time to time.]⁵” from item (1) of Additional Conditions of Contract.

Add “except those service specified in Clause C3 of these additional conditions of contract,” after “Where the Contractor is to subcontract part of the service,” in item (2) of Additional Conditions of Contract.

Delete “[³Building Maintenance and Interior Fitting-out,]³” from item (2)(iii) of Additional Conditions of Contract.

Delete “The foregoing shall also apply to the Contractor’s engagement of Specialist Subcontractors in Clause [C3]² of these additional conditions of contract.” from the last paragraph of item (2) of Additional Conditions of Contract.

Replace “The Contractor shall ensure that where any part of the service subcontracted to a Subcontractor engaged under sub-clause (2) performance of which” with “The Contractor shall ensure that where any part of the service which has been subcontracted to a Subcontractor and it” in item (3) of Additional Conditions of Contract.

Replace “Subcontractor” with “subcontractor (irrespective of any tier)” and add “(irrespective of any tier)” after “subcontractor” in item (3)(i) of Additional Conditions of Contract.

Replace “Subcontractor” with “subcontractor (irrespective of any tier)” in item (3)(ii) of Additional Conditions of Contract.

Replace “Subcontractor” with “subcontractor (irrespective of any tier)” and delete “Building Maintenance and Interior Fitting-out,]³” in item (3)(iii) of Additional Conditions of Contract.

Replace “**Subcontractor**” with “**subcontractor**” in the last paragraph of item (3) of Additional Conditions of Contract.

Replace “Two more trades, i.e. (13) Building Maintenance and (14) Interior Fitting-out have been included since 1 October 2023. With effect from 1 May 2024, six new trades, i.e. (15) Painting, (16) Metal Work, (17) Structural Steelwork, (18) Horticultural Works, (19) Arboriculture Works and (20) Skyrise Greenery Works will be added to the Register of Specialist Trade Contractors.” with “Six more trades, i.e. (15) Painting, (16) Metal Work, (17) Structural Steelwork, (18) Horticultural Works, (19) Arboriculture Works and (20) Skyrise Greenery Works have been included since 1 May 2024. With effect from 1 January 2025, one new trade, i.e. (21) Truss-out Scaffolding will be added to the Register of Specialist Trade Contractors.” in note 1 of Internal Notes.

Delete note 2 & 3 of Internal Notes.

Replace “**2024**” with “**2025**” in note 4 of Internal Notes.

(h) Appendix 5.6E

Replace “**20**” with “**21**” and add “**and (21)Truss-out Scaffolding**” after “**(20) Skyrise Greenery Work**” in note 3 of Appendix [X]# to ACC [C5]#.

Replace “**20**” with “**21**” in note 5 of Appendix [X]# to ACC [C5]#.

CHAPTER 6 TENDER PROCEDURE

PARAGRAPH 1 TENDER PROCEDURE CHECKLIST

(i) Item No. 5.9.1

Add Item 5.9.1 after Item 5.9:

5.9.1	Send letter to tenderers with irregularities in tenders submitted via e-TS(WC) (if necessary)	Para. 6.5
-------	---	-----------

(j) Para. 6.5

Delete “**ON REMOVABLE MEDIA**” from the heading.
Add the following paragraphs to the end:

For tenders submitted via e-TS(WC), any irregularities, including:

- (i) file that cannot be opened;
- (ii) file that is contaminated with computer virus;
or
- (iii) additional file that does not contain a sufficiently clear statement drawing attention as to which error is to be rectified and/ or which specific file or part thereof in the tender is to be replaced or supplemented,

shall be dealt with in accordance with the relevant conditions of tender. After the tender has been awarded, the project team should issue a letter to remind the tenderer to avoid repeating such mistakes in future tendering exercises; a sample letter is given in Appendix 6.39.

Regarding the irregularity mentioned in item (iii) above, decision reached by the project team to disregard any additional file (or a part of it) shall be well-documented and the same standard shall be consistently applied.

APPENDICES

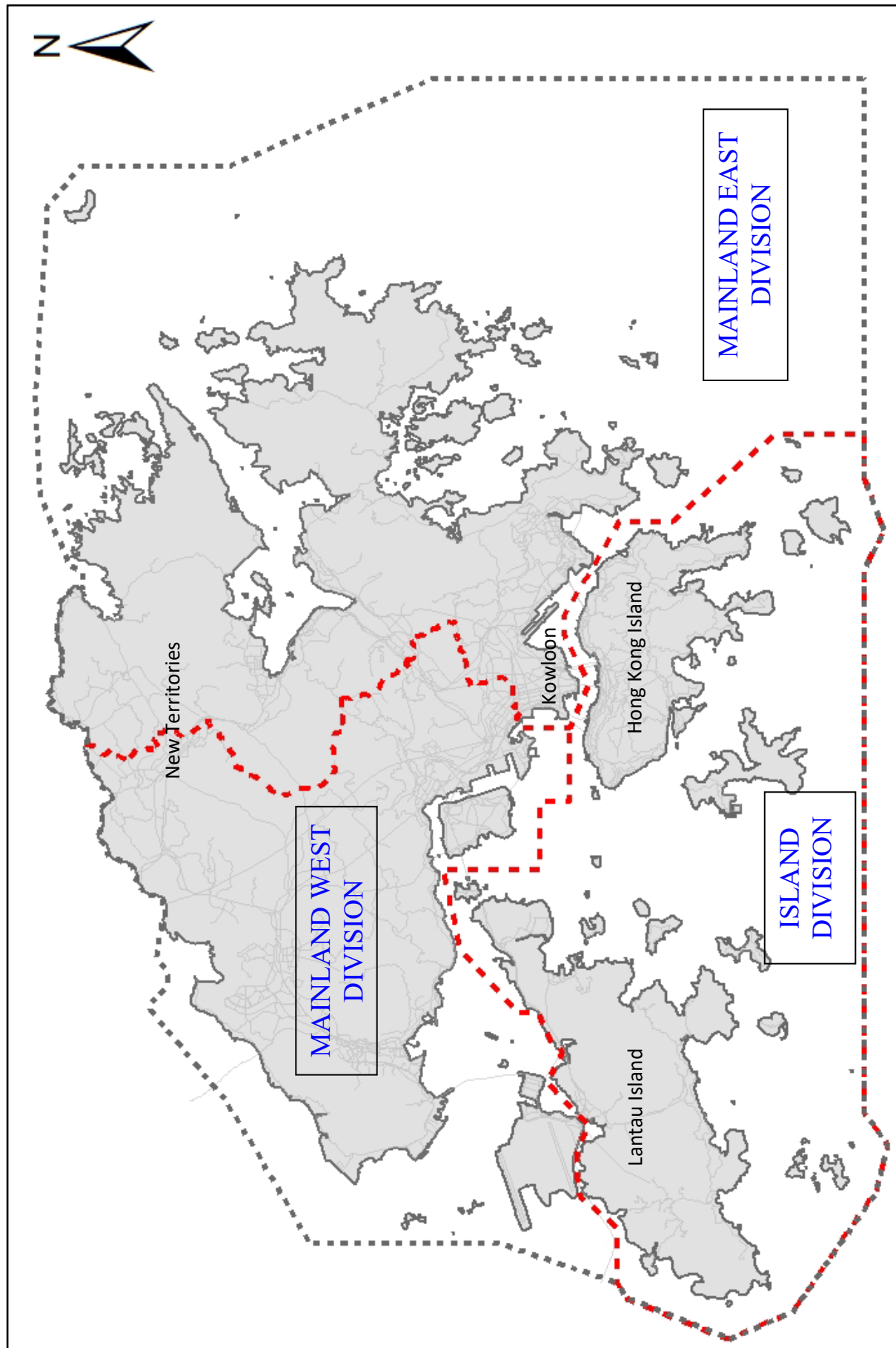
- (k) Appendix 6.39 **Add the new appendix given in Annex D to this Amendment.**

CHAPTER 7 CONTRACT MANAGEMENT

PARAGRAPH 21 MISCELLANEOUS

- (l) Para. 21.30 **Replace “2/2021” with “2/2025” in the third paragraph.**

**Technical Secretariat Unit
Civil Engineering and Development Department
16 April 2025**

APPENDIX 1.13 GEOGRAPHICAL AREAS OF GEO DISTRICT DIVISIONS

GEOGRAPHICAL AREAS OF GEO DISTRICT DIVISIONS

APPENDIX 5.6B1 NOTES TO TENDERERS AND ADDITIONAL CONDITIONS OF CONTRACT FOR ENGAGEMENT OF SUBCONTRACTORS REGISTERED FROM THE “REGISTERED SPECIALIST TRADE CONTRACTORS SCHEME” (FOR NEW ENGINEERING CONTRACT (NEC) – ENGINEERING AND CONSTRUCTION CONTRACT (ECC) HONG KONG EDITION)

The following Notes to Tenderers and Additional Conditions of Contract shall be included in tenders for all capital works contracts:

Notes to Tenderers

NTT C1 Engagement of Subcontractors who are Registered under the Respective Trades and Groups available in the Registered Specialist Trade Contractors Scheme (RSTCS)

Tenderers’ attention is drawn to the Clause [V:4][#] of the *additional conditions of contract* requiring the engagement of subcontractors who are registered under the respective trades and groups available in the Registered Specialist Trade Contractors Scheme (RSTCS).

Additional Conditions of Contract

V:4 Subcontractor Registration Scheme

(1) For the purpose of this Clause,

- (a) “RSTCS” means the Registered Specialist Trade Contractors Scheme managed by the Construction Industry Council and as referred to in the Rules and Procedures applicable to the aforesaid Scheme.
- (b) “Register of Specialist Trade Contractors” means the register of specialist trade contractors compiled by the Construction Industry Council for the purpose of the RSTCS.
- (c) “Group 1”, “Group 1 (Advanced)” and “Group 2” mean the classification of contractors into Group 1, Group 1 (Advanced) and Group 2 under each trade of the Register of Specialist Trade Contractors.
- (d) [^{Note 1} “Painting”, “Metal Work”, “Structural Steelwork”, “Horticultural Works”, “Arboriculture Works” and “Skyrise Greenery Works” mean the trade of “painting”, “metal work”, “structural steelwork”, “horticultural works”, “arboriculture works” and “skyrise greenery works” respectively under the Register of Specialist Trade Contractors.]^{Note 1}

(2) If the *Contractor* is to subcontract part of the *works*, except the part of the *works* to be done by a Specialist Contractor stated in ACC Clause V:5, involving trades available in the RSTCS, the *Contractor* appoints a Subcontractor

- (a) that is identified as a subcontractor in the latest SMP,
- (b) that is registered under the relevant trade in the RSTCS before the subcontract work starts, and
- (c) if the Subcontractor is registered under a trade [^{Note 1}, except Painting, Metal Work, Structural Steelwork, Horticultural Works and Skyrise Greenery Works,]^{Note 1} in the Register of Specialist Trade Contractors, that has been admitted into Group 1

(Advanced) or Group 2 before the subcontract work starts if the value of the subcontract exceeds the tender limit of Group 1 and that has been admitted into Group 2 before the subcontract work starts if the value of the subcontract exceeds the tender limit of Group 1 (Advanced).

The *Contractor* does not appoint a Subcontractor that is suspended or in the process of appealing against its suspension from registration unless the suspension will be lifted before the subcontract work starts.

- (3) The *Contractor* ensures that a Tier Subcontractor that has been subcontracted with part of the *works*, except the part of the *works* to be done by a Specialist Contractor stated in ACC Clause V:5, involving trades available in the RSTCS

- (a) is identified as a Tier Subcontractor in the latest SMP,
- (b) is registered under the relevant trade in the RSTCS before the subsubcontract work starts, and
- (c) if the Tier Subcontractor is registered under a trade [^{Note 1}, except Painting, Metal Work, Structural Steelwork, Horticultural Works and Skyrise Greenery Works,]^{Note 1} in the Register of Specialist Trade Contractors, is admitted into Group 1 (Advanced) or Group 2 before the subsubcontract work starts if the value of the subsubcontract exceeds the tender limit of Group 1 and is admitted into Group 2 before the subsubcontract work starts if the value of the subsubcontract exceeds the tender limit of Group 1 (Advanced).

The Tier Subcontractor is not appointed if it is suspended or in the process of appealing against its suspension from registration unless the suspension will be lifted before the subsubcontract work starts.

Notes:

1. The words in square brackets should be deleted for contracts for which tenders will be invited on or after 1 February 2025, i.e. the tender limits of Group 1, Group 1 (Advanced) and Group 2 should be observed for all trades including Painting, Metal Work and Structural Steelwork while the tender limits of Group 1 and Group 2 should be observed for all trades including Horticultural Works, Arboriculture Works and Skyrise Greenery Works. (SDEV's memo ref. DEVB(W) 510/94/02 dated 10 April 2024 refers)

APPENDIX 5.6C1 NOTES TO TENDERERS AND APPENDIX TO ADDITIONAL CONDITIONS OF CONTRACT FOR SUBCONTRACTOR MANAGEMENT PLAN (FOR NEW ENGINEERING CONTRACT (NEC) - ENGINEERING AND CONSTRUCTION CONTRACT (ECC) HONG KONG EDITION)

The following Notes to Tenderers and Appendix to Additional Conditions of Contract shall be included in tenders for all capital works contracts:

Notes to Tenderers

NTT C2 Payment for Subcontractor Management Plan

Tenderers' attention is drawn to Clause [GCT 20][#] of General Conditions of Tender, Clause [V:2][#] of *additional conditions of contract* and Clause [X][#] of the Particular Specification requiring the submission and quarterly updating of the Subcontractor Management Plan (SMP) in the form and contents as prescribed in the contract. Tenderers' attention is also drawn to the requirement to monitor and ensure the implementation of and the compliance with the SMP.

Tenderers should note that there are no separate items in the [**bill of quantities / *activity schedule*] for "submission of Subcontractor Management Plan" and "quarterly updating of Subcontractor Management Plan". The prices in the [**bill of quantities / *activity schedule*] shall cover, inter alia, the provision of implementation of and compliance with the SMP.

NTT C3 Details of Subcontractor Management Plan

Tenderers' attention is drawn to the Appendix [X][#] to Clause [V:2][#]

Internal Notes:

[#] Insert appropriate reference

* Delete or amend as appropriate

Appendix [X][#] to ACC [V:2][#][For contracts with contract measures to prevent non-payment of wages]Guidelines on Scope and Contents of Subcontractor Management Plan

The Subcontractor Management Plan shall include (but not limited to) the following:

- (i) Scope of works to be subcontracted including the form and extent of subcontracting arrangement such as labour only, labour and plant, labour and material, plant only, lump sum or any other combination of types. Proof of ownership of construction plant and material shall be addressed. The scope of works to be subcontracted shall comply with the relevant contractual provisions (i.e. ACC Clause V:3 on Limiting Tiers of Subcontracting).
- (ii) Particulars of subcontracts (irrespective of tiers) as required under the Template under Table 1.
- (iii) The *Contractor's* approach to demand/ensure its Subcontractor(s) to a) abstain from subcontracting the whole of the works subcontracted to it/them, and b) report upwards its/their subcontracting arrangement and any subsequent changes with written declarations of no "hidden" subcontracts for any part of the *works* subcontracted to any of them.
- (iv) The *Contractor's* proposed measures for supervision of the works and monitoring of the performance of Subcontractors, particularly the aspects of the works programming, quality and safety of the works and environmental protection.
- (v) The *Contractor's* proposed measures for monitoring the performance of the Subcontractors in complying with the requirements in the contract in reporting site accidents.
- (vi) The *Contractor's* approach to ensure all Tier Subcontractors 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 as stipulated in the Appendix to ACC Clause V:7(1)(i).
- (vii) Criteria for selection of Subcontractor(s) involving trade(s) not available in the Registered Specialist Trade Contractors Scheme (RSTCS).
- (viii) The *Contractor's* approach to ensure all its Tier Subcontractor(s) to adopt written contracts in its/their subcontracting and that all the subcontract(s) comply with the requirements as stipulated in the contract (i.e. ACC Clause V:7 on Subcontract Conditions) and incorporate the Mandatory Subcontract Conditions for Security of Payment as stipulated in the Appendix to ACC Clause VIII:1.
- (ix) Details of the *Contractor's* Management Team, as required in the contract (i.e. ACC Clause IV:1 on *Contractor's* Management Team), employed on direct supervision and management of Subcontractor(s). An organization chart showing the responsibilities of the *Contractor's* direct staff in supervision and management of its Subcontractor(s) shall be submitted.
- (x) Declaration through the standard declaration form that members of staff on the *Contractor's* Management Team are prohibited to be given a subcontract to any part of the *works* or to have a vested interest in any of the Tier Subcontractor(s).
- (xi) The *Contractor's* proposed measures to ensure the compliance with the implementation of the system of payment of wages to the Site Workers as stipulated in the contract (i.e. ACC Clause IV:4 on Non-Payment of Wages and Section 6.7 of the Scope). The *Contractor's* proposed measures for ensuring timely payments to Subcontractor(s) and payments by Subcontractor(s) to subcontractor(s) of lower tiers.

[NB. The above items are not exhaustive. The Contractor can add any other items, which it considers pertinent to the proper management of its Subcontractor(s).]

Internal Note:

[#] Insert appropriate reference

Appendix [X][#] to ACC [V:2][#]

[For contracts without contract measures to prevent non-payment of wages and/or limiting number of tiers of subcontracting]

Guidelines on Scope and Contents of Subcontractor Management Plan

The Subcontractor Management Plan shall include (but not limited to) the following:

- i) Scope of works to be subcontracted including the form and extent of subcontracting arrangement such as labour only, labour and plant, labour and material, plant only, lump sum or any other combination of types. Proof of ownership of construction plant and material shall be addressed. The scope of works to be subcontracted shall comply with the relevant contractual provisions (i.e. ACC Clause V:3 on Limiting Tiers of Subcontracting).
- ii) Particulars of subcontracts (irrespective of tiers) as required under the Template under Table 1.
- iii) Criteria for selection of Subcontractor(s) involving trade(s) not available in the Registered Specialist Trade Contractors Scheme (RSTCS).
- iv) Details of the *Contractor's* own staff employed for direct supervision and management of its Subcontractor(s). An organization chart showing the responsibilities of the contractor's direct staff in supervision and management of its Subcontractor(s) shall be submitted.
- v) The *Contractor's* approach to demand/ensure its Subcontractor(s) to a) abstain from subcontracting the whole of the works subcontracted to it/them, and b) submit written declarations of no "hidden" subcontracting of works.
- vi) The *Contractor's* approach to encourage its Subcontractor(s) to adopt written contract(s) in its/their subcontracting and that all the subcontract(s) comply with the requirements as stipulated in the contract (i.e. ACC Clause V:7 on Subcontract Conditions other than ACC Clause V:7(1)(b) on Payment of Site Workers' Wages) and incorporate the Mandatory Subcontract Conditions for Security of Payment as stipulated in the Appendix to ACC Clause VIII:1.
- vii) The *Contractor's* proposed measures to demand its Subcontractor(s) to report upward its/their subcontracting arrangement(s) and any subsequent changes.
- viii) The *Contractor's* proposed measures for monitoring and assessing the works programme, quality, safety and environmental performance of its Subcontractors.
- ix) The *Contractor's* proposed measures for monitoring the performance of the Subcontractors in complying with the requirements in the contract in reporting site accidents.
- x) The *Contractor's* approach to ensure all Tier Subcontractors 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 as stipulated in the Appendix to ACC Clause V:7(1)(i).
- xi) The *Contractor's* proposed measures for ensuring timely payment to downstream subcontractor(s) after its payment to Subcontractor(s).
- xii) The *Contractor's* approach for monitoring disputes.
- xiii) The *Contractor's* approach for handling complaints from workers on site regarding wages arrears disputes and co-ordinating with Labour Department for prompt action. The *Contractor* is required to keep the *Project Manager's* site representatives updated of the situation.
- xiv) The *Contractor's* proposed measures for maintaining updated daily attendance records of all workers on site.
- xv) The *Contractor's* proposed measures for site security and workers' daily access control if applicable.

[NB. The above items are not exhaustive. The Contractor can add any other issues, which he considers pertinent to the proper management of his subcontractor(s).]

Internal Note:

Insert appropriate reference

Appendix [X][#] to ACC [V:2][#]

**Standard Declaration Form by the *Contractor*
on Compliance with Provisions in
Subcontractor Management Plan**

To: The *Project Manager*

Contract No. : _____

Contract Title : _____

In accordance with the Guidelines on Scope and Contents of Subcontractor Management Plan referred in ACC [V:2][#], I / we declare and confirm that we have complied with and undertake to continue to comply with the following provisions, and declare and confirm that I / we have ensured and undertake to continue to ensure that our members of staff on the *Contractor's* Management Team as referred in ACC [IV:1][#] are aware of the following provisions:

- (a) Members of staff on the *Contractor's* Management Team are prohibited from being given a subcontract to any part of the *works* or having a vested interest in any of the Tier Subcontractors;
- (b) Members of staff on the *Contractor's* Management Team are required to submit written declarations to the *Project Manager* upon its written request from time to time or at any time that they do not have a subcontract to any part of the *works* or any vested interest in any of the Tier Subcontractors.

(Name of the *Contractor*) _____

(Name of the Signatory) _____

(Position of the Signatory) _____

(Date) _____

Internal Note:

[#] Insert appropriate reference

Appendix [X][#] to ACC [C5][#]Table 1 - Particulars of Subcontracts⁽¹⁾

No.	Contract No.	Contract Title	Contract Sum (\$)	Contact Point	Company Name of Subcontractor	Commence ment Date	Program	No. of Tier	Form of Subcontractor	Type ⁽²⁾ (RSTC or RS)	Trade ⁽³⁾	Specialty ⁽⁴⁾ (NA for RSTC)	Registration No.	Expiry Date	Value ⁽⁵⁾	Grouping ⁽⁶⁾ (1, 2 or NA)
e.g.	CV/XXXX/XX	Construction of XXX	100,000,000	Mr. XXX, E/XX	ABC Company Ltd.	1-10-2020	9 months	1	labour, plant & material	RSTC	Concreting Formwork	NA	XXXXXX	31-3-2022	E	1
	CV/XXXX/XX	Construction of XXX	100,000,000	Mr. XXX, E/XX	123 Company Ltd.	1-10-2020	12 months	2	labour & plant	RS	Fire Services Installation	Fire services pipe work	XXXXXX	31-3-2022	D	NA
1																
2																

Notes:

(1) Apart from the above information, the *Contractor* shall provide additional information and supporting document upon requested.

(2) RSTC refers to the Registered Specialist Trade Contractors under the Registered Specialist Trade Contractors Scheme (RSTCS) of the Construction Industry Council (CIC).

RS refers to the Registered Subcontractors under the RSTCS.

(3) One row for one particular trade or specialty. Subcontract with multiple trades or specialties shall be reported individually in several rows. For details of the classification of trade and specialty, please refer to the website of the RSTCS at www.rstc.cic.hk managed by the CIC. RSTCS covers 21, designated trade groups, viz. (1) Concreting, (2) Concreting Formwork, (3) Curtain Wall, (4) Demolition, (5) Erection of Concrete Precast Component, (6) Reinforcement Bar Fixing, (7) Scaffolding, (8) Plastering.

(9) Suspended Ceiling, (10) Tower Crane (Erecting, Dismantling, Altering Height), (11) Building Drainage Installation, (12) Levelling and Setting Out, (13) Building Maintenance, (14) Interior Fitting-out, (15) Painting, (16) Metal Work, (17) Structural Steelwork, (18) Horticultural Works, (19) Arboriculture Works, (20) Skysire Greenery Works and (21) Truss-out Scaffolding.

(4) One value for one particular trade group and specialty. The ranges of Value A to G are shown below:

A: Value < \$1M

B: \$1M ≤ Value < \$3M

C: \$3M ≤ Value < \$6M

D: \$6M ≤ Value < \$15M

E: \$15M ≤ Value < \$30M

F: \$30M ≤ Value < \$50M

G: Value ≥ \$50M

(5) Group 1, Group 1A and Group 2 refer to the tender limits set by CIC for the 21, designated trades mentioned in (3) above, which are only applicable to RSTC. For details of the tender limits, please refer to the website of the RSTCS at www.rstc.cic.hk managed by the CIC

Internal Note:

Insert appropriate reference

**APPENDIX 6.39 SAMPLE LETTER TO NOTIFY TENDERER ON
IRREGULARITIES IN SUBMITTING TENDER VIA e-TS(WC)**

(Contractor).....

(Address).....

.....

Dear Sirs,

Contract No. :.....

Title:.....

I refer to your tender dated _____ for the above Contract.

@Unopened files submitted via e-TS(WC)

Please be informed that we found the following file(s) submitted via the e-TS(WC) **cannot be opened / *is contaminated with computer virus:*

.....

.....

.....

In accordance with Clause [GCT 4(5)][#] of the General Conditions of Tender, the above-mentioned file(s) has/have been discarded and not been considered. **The Project Manager designate has used the hard cop(ies) of the above-mentioned file(s) submitted for tender evaluation.* You are strongly recommended to double-check the integrity of your files before submission to avoid similar occurrence in future tendering exercises.

@Additional file(s) without clear statement in accordance with Clause GCT 10(1)(b)

You have submitted additional file(s) to the e-TS(WC) before the close of tender but certain additional file(s) does not contain a sufficiently clear statement drawing the *Client's* attention as to which error(s) is to be rectified and/ or which specific file(s) or part(s) thereof in the tender is to be replaced or supplemented.

**In accordance with Clause [GCT 10(1)(b)][#] of the General Conditions of Tender, if it is unclear to the Client which file(s) or part(s) thereof in the tender is to be rectified, replaced or supplemented, the additional file(s) *[and/or part(s) thereof] which is unclear will be discarded and not be considered.* You are strongly recommended to double-check your additional file(s) before submission and ensure that it contains a sufficiently clear statement as required under Clause [GCT 10(1)(b)][#] to avoid similar occurrence in future tendering exercises.

Yours faithfully,

(_____)

c.c.

DEVB (Attn: AS(WP4)7)

Legend

@ Include this section if relevant

[Insert correct reference](#)

* [Delete as appropriate](#)