

Contractor Management Handbook

Development Bureau

Revision B-[87](#)
[April-November](#) 2012

REVISION SHEET

Revision	Date	TC No.	Amendment
0	10/03/2001	5/2001	-
A	21/06/2002	25/2002	As shown in the Annex to WBTC No. 25/2002
B	16/06/2005	9/2005	As shown in paragraph 7 of ETWB TCW No. 9/2005
B-1	16/2/2007		Change from 3-grade to 5-grade Contractors' Performance Reporting System – Appendices 4A, 4B & Annex 1 to Appendix as promulgated by letter to all contractors on the List of Approved Contractors for Public Works and the List of Approved Suppliers of Materials and Specialist Contractors for Public Works ref: (01CXS-01-4) in ETWB(PS) 108/34 of 9 Feb 2007
B-1A	2/5/2007		Extension of time allowed for Contractor's Performance Report processing – paragraph 4.6.4 & Appendix 4D as promulgated by letter to all contractors on the List of Approved Contractors for Public Works and the List of Approved Suppliers of Materials and Specialist Contractors for Public Works ref: (01FK7-01-2) in DEVB(PS) 108/34 of 14 May 2007
B-2	2/3/2009		Revision of Section 9 of Contractor's Performance Report and Guidance Notes – Appendices 4A & 4B as promulgated by letter to all contractors on the List of Approved Contractors for Public Works and the List of Approved Suppliers of Materials and Specialist Contractors for Public Works ref: (01YTL-01-4) in DEVB(PS) 108/34 of 6 Mar 2009
B-3	12/6/2009		Revision of Tender Limit - paragraphs 2.2.1 and 2.5.1 & Appendix 2A as promulgated by letter to all contractors on the List of Approved Contractors for Public Works ref: (0213J-01-1) in DEVB(PS) 108/6/2 of 29 May 2009
B-4	17/7/2009		Change of contract sum and financial criteria including employed and working capital and change of category name – Appendices 3A, 3B & 3C as promulgated by letter to all contractors on the List of Approved Suppliers of Materials and Specialist Contractors for Public Works ref: (021JC-01-5) in DEVB(PS) 108/6/2 of 3 July 2009

<u>B-5</u>	11/11/2009		Revision of academic qualifications – Annex 15 to Appendix 3C as promulgated by letter to all contractors under the “Ground Investigation Field Work” category of the List of Approved Suppliers of Materials and Specialist Contractors for Public Works ref: (0240X-01-4) in DEVB(PS) 108/34 of 11 Nov 2009
<u>B-5A</u>	1/6/2011		Revision of Section 7 of Contractor’s Performance Report and Guidance Notes – Appendices 4A & 4B as promulgated by letter to all contractors on the List of Approved Contractors for Public Works and the List of Approved Suppliers of Materials and Specialist Contractors for Public Works ref: (02BUT-01-7) in DEVB(PS) 108/34 of 18 May 2011
<u>B-5B</u>	5/8/2011		Checklist for Projects of Considerable Scope and Complexity under Buildings category – Annex 1 to Appendix 2B as promulgated by letter to all contractors under the “Buildings” category of the List of Approved Contractors for Public Works ref: (02CPG-01-2) in DEVB(PS) 108/34 of 5 Aug 2011
<u>B-6</u>	1/9/2011		Change in eligibility of Award of Contracts to Probationary Contractors – Sections 2 & 3
<u>B-7</u>	30/4/2012		Review of the re-inclusion requirements for contractors who have been removed due to misconduct, and other routine updates in Sections 2, 3 and 5 as promulgated by letter to all contractors on the List of Approved Contractors for Public Works and the List of Approved Suppliers of Materials and Specialist Contractors for Public Works ref: (02FBC-01-9) in DEVB(PS) 108/34 of 30 April 2012
<u>B-8</u>	<u>28/11/2012</u>		<u>Update on Items 5.8 and 6.7 of “Guidance Notes for Completion of Reports” as promulgated by letter to all contractors on the List of Approved Contractors for Public Works and the List of Approved Suppliers of Materials and Specialist Contractors for Public Works ref: (02H8Y-01-5) in DEVB(PS) 108/34 of 28 November 2012.</u>

APPENDIX 4B Guidance Notes for Completion of Reports

PART A GENERAL EXPLANATORY NOTES FOR ASSESSMENT

1. The report is for the performance in the period under review only. Previous poor performance which has led to adverse consequences in the period under review, such as poor progress resulting in the deduction of Liquidated Damages in the period under review, should not in itself be taken into account. The contractor should be assessed on how he has dealt with the situation on site as it was at the commencement of the period under review. However, if, for example, the poor quality of previous workmanship only comes to light during the period under review, then this should be reflected in the assessment.
2. It is not expected that the weighting given to each section or individual aspect of performance will be uniform for all types of contracts or for any group of contracts. The Reporting Officer (RO) and the Engineer/Architect for the contract are to use their knowledge of the contract in question to reach a conclusion, recognising that the reporting system is administrative and commercial but not contractual.
3. Reporting Officers should note that as a result of the weightings given to each aspect of performance within a section, a contractor may still be given an overall rating of "Poor" or "Very Poor" for the section despite "Satisfactory" or possibly "Good" or "Very Good" marks for all items except one or two for which a "Poor" or "Very Poor" mark is given.
4. In contracts where the RO considers one or two aspects of performance to be of paramount importance such as, for example, the contractor's compliance with road opening conditions for a waterworks contract, the RO should consider assigning an adequate weighting to this item of performance such that an "adverse" report will result if the contractor is assessed to be "Very Poor" in this aspect notwithstanding his performance in the remaining sections of the report.
5. Reporting of Building, Specialist and Term Contracts will be made on the same standard performance report Part I - Summary of Performance, but departments may revise Part II - Individual Aspects of Performance, to suit their own needs. However, departments should as far as possible adopt the standard items of reporting to facilitate comparison of performance. Domestic sub-contractors and minor works will not be included in the performance reporting system but departments may maintain their own records of sub-contractors' performance and if necessary, recommend to ETWB for any follow up action in cases of poor performance.
6. In cases where a nominated sub-contractor has been specified for the contract, the performance of the nominated sub-contractor shall be reported separately in addition to reporting of the main contractor. However, the RO should be in no doubt that the responsibility for the performance of the contract lies wholly on the main contractor and not the nominated sub-contractor.

7. Every effort should be made by the RO to ensure that the assessment is objective for all sections of the Report.
8. Should any aspect of the Report be considered “Poor” or “Very Poor” (as defined in Appendix 4B Part B) by the RO, then such assessment must be supported by relevant evidence.
9. The Report is assigned a performance score in accordance with ETWB TCW No. 3/2007. The Report will be rated as “Adverse” if its performance score is <40.
10. The GCC clauses referred to in the following guidance notes follow the numbering system of the General Conditions of Contract for Civil Engineering Works (1999 Edition) and may have different numbers in the GCC for other types of contracts.

PART B**DEFINITION OF PERFORMANCE GRADING**

Very Good	The performance of the contractor is significantly and consistently better than that required by the Contract.
Good	The performance of the contractor attains and is occasionally better than that required by the Contract
Satisfactory	The performance of the contractor attains that required by the Contract.
Poor	The performance of the contractor is considered to be below that required by the contract though without serious deficiencies; or where instructions have to be repeatedly issued and the work has consistently to be redone in order to attain a satisfactory level; or the performance of the contractor could only attain that required by the Contract through enhanced supervision effort from the RO or the Engineer/Architect.
Very Poor	The performance of the contractor is considered to be significantly below that required by the contract; or where instructions have to be repeatedly issued and the work has consistently to be redone but is still unable to attain a satisfactory level.

PART C**GUIDANCE NOTES FOR PART I - SUMMARY OF PERFORMANCE**

The following quarters and dates for the reporting periods shall be adopted in all performance reports:

Quarter**Reporting Period**

[year]/1Q	From: 1/12/[year]	To: 28/2/[year]
[year]/2Q	From: 1/3/[year]	To: 31/5/[year]

[year]/3Q
[year]/4Q

From: 1/6/[year]
From: 1/9/[year]

To: 31/8/[year]
To: 30/11/[year]

Where shorter reporting periods are used, the periods should be consecutive and should be timed to fall entirely within one quarter.

Section A

Contractor's Details

Contractor's Ref:

Contractor's computer reference code.

Contractor's name

Exact name as given by the list of reference codes circulated by ETWB must be used.

Predominant category of work

Put category, i.e. BD, PW, RD, SF, WW, that is predominant by value for the whole of the works. Up to two categories of work can be input.

Section B

Contract Stage and Duration

Completion dates

Where there are more than seven sections in a contract, the seven most critical sections (possibly those carrying the highest Liquidated Damages) should be recorded.

“Extended” completion date

This should be the original contract completion date plus those extensions of time that have actually been awarded at the time of preparing the report.

“Anticipated/Certified” completion date

The anticipated completion date should be a realistic estimate of the likely completion date based on an assessment of the contractor's actual progress and expected progress on uncompleted works. The certified completion date will be the date for which the section or the whole of the works was certified by the Engineer/Architect as complete.

Section C

Contract Value

Other matters allowed for in final contract sum

This should include all approved variations incurring additional costs which were not included in the original contract sum.

Section D

Performance

Performance

The rating should be the overall rating given in Part II for each aspect of performance.

Section E

Claims

No.

Should be the number of claims submitted by the contractor with quantum included. Notifications of claim submitted by the contractor should not be included.

Claimed	Should be the aggregate amount of monetary or EOT claims submitted by the contractor. Claims for monies for measured or varied work, star rates, omitted items etc should not be treated as a claim. Inclement weather and/or its consequences should be included as claims for EOT.
Assessed	The claims entered as "assessed" should not be the number of notices of claims submitted by the contractor but should be the quantum claimed and which have been assessed by the Engineer/Architect. It is recognised that the amounts assessed may change as more information becomes available.
Awarded	Actual amount of the claim awarded to the contractor.
Unresolved	This is the value of claims or part-claims for which an assessment has not yet been made by the Engineer due to insufficient information or other reason. This will exclude those claims or part-claims which the Engineer/Architect/Surveyor has assessed, whether or not agreed by the contractor.
Attitude to claims	<p>(a) Time of notification/application</p> <ul style="list-style-type: none"> - has the contractor submitted the notifications/applications within a stated time limit after an event which gives rise to the claim becomes apparent (GCC Clauses 50 & 64 refer)? - have reasonable explanations or mitigating circumstances leading to the late submission of the notifications/applications been given? <p>(b) Justification</p> <ul style="list-style-type: none"> - has the contractor indicated clearly the justifications for submitting the claim (cause, consequences/damages reasonably estimated, link of how events lead to the claim and how the quantum of the claim is linked to the claimable events, etc.) and the contract provisions upon which the claim is based? - are the applications supported by adequate records/evidence to substantiate the claim including programmes, site records, calculation and accounts etc? - are the submissions logically presented and the arguments based on factual information and not perceptions?

- is the contractor submitting the same claim repetitively without new grounds/information?
- has the contractor claimed EOT without breakdown of critical activities or overlapping periods?
- has the contractor claimed unreasonably high quantum without substantiation?
- does the claim show the contractor's lack of understanding of what consists of a critical path activity or the contractor's contractual responsibilities?

(c) Responsiveness

- does the contractor respond timely to queries/additional information raised/requested by the Architect/Engineer/Surveyor in respect of the claim?
- does the contractor provide the required information in his response?

(d) The attitude of the contractor in general

- is the contractor submitting irrelevant information just for argument sake?
- does the contractor use claims as an excuse for his slow progress or wrong pricing?
- does the contractor adopt a co-operative attitude in resolving claims with the Architect/Engineer?

Section F

Remarks by Reporting Officer (RO)

If the contractor has nominated the contract for participation in any construction-related award schemes and won any such awards during the reporting period, the RO should record the achievement in Section F.

The contents of the report should be agreed with the countersigning officer before finalising. The signatories for "Engineer's/Architect's Representative" and "Engineer/Architect" should be those designated as such in accordance with the contract. Endorsement is not needed for department-administered contracts and is only necessary when the contract is consultant-administered.

The Chief Engineer/Architect/Head of Office (for Consultants Administered Projects) should entirely satisfy himself/herself that there is adequate documented evidence to prove that an Adverse report is warranted before endorsement.

Section G**Remarks by Reporting Review Committee (RRC)**

The Chairman of the Reporting Review Committee should entirely satisfy himself/herself that there is adequate documented evidence to prove that an Adverse report is warranted before endorsement/amendment.

PART D **GUIDANCE NOTES FOR PART II - INDIVIDUAL ASPECTS OF PERFORMANCE**

The RO should note that for certain types of work, not all items of the performance report may be applicable. Where any items are clearly inapplicable, the RO should note "N.A." in the relevant item of the report.

Section 1 - Workmanship

An overall “Very Poor” rating in this section will result in an “Adverse” report.

Item 1.1 **Standard of temporary works**

- are all materials and components used for the works generally of good quality, free from significant corrosion and damage or excessive deterioration?
- where welds are present, have they been carried out in accordance with the Contract?
- if timber is used, is there evidence of physical damage, signs of attack by decay, rot or insect attack or the development of shakes or spits?
- is bamboo used for scaffolding relatively new and free from splits along its entire length? Are joints securely tied and the whole scaffold anchored to the workplace?
- are temporary faces of excavations properly supported and maintained in a stable condition as required by the Contract prior to reinstatement?
- are earthworks final surfaces protected from damage due to water or other causes and from exposure to conditions which may adversely affect the surface prior to installation of permanent works in accordance with the Contract?
- are dewatering operations causing instability or settlement of adjacent land or structures?
- are temporary drainage facilities adequate for preventing flooding and surface erosion as required by the Contract?

Where details of temporary works have been requested by the RO to be submitted in accordance with GCC Clause 16(1),

- are the temporary works carried out in accordance with that submitted by the contractor?
- are the safety margins adequate against the risk of failure?
- does the contractor’s design meet the contract requirements?

Where the temporary works are of such importance that these have been specified to be independently checked in accordance with WBTC No. 3/97,

- have the temporary works been designed with the factor of safety appropriate to the risk involved or as specified?
- are the works constructed according to the certified design?

Item 1.3

Standard of workmanship, earthworks

- do lines and levels for filling, excavation and dredging comply with the tolerances given in the Specification?
- are the materials used for backfilling in accordance with the Contract?
- are degrees of compaction adequate in accordance with the Contract?
- is the stockpile of excavated material suitable for backfilling adequately protected as per the Contract?

Item 1.4

Standard of workmanship, structural

In the case of structural concrete,

- is formwork generally rigidly fixed in place as per the Contract?
- is reinforcement clean and free from dirt, rust and other deleterious material before concreting commences?
- is reinforcement fixed with adequate numbers of tie wires, are laps of adequate length and located as designated?
- is concrete strength in compliance with the Contract as demonstrated by cube tests and does curing practice conform with that specified?

In the case of structural steelwork,

- has the steelwork been fabricated in accordance with submitted workshop drawings?
- are handling and storage procedures adequate?
- is good welding practice adopted throughout the installation and are welds of strength in accordance with the contract requirements as demonstrated by testing?
- are bolts installed and tightened in accordance with the Specifications?

Item 1.5

Standard of workmanship, finishes

- have all finishes been carried out such that the characteristics of finish specified on the drawings and tolerances given in the Specification are met?
- where trial panels have been specified, does the finished surface comply with the approved trial panel?
- for structural steelwork, has the contractor carried out all the relevant procedures specified for preparation of the steel surface

prior to application of the next paint layer or coating?

Items 1.6 - 1.8 Standard of workmanship, conduit/pipe/duct works, equipment and plant and testing and commissioning

These items are to be used for reporting of Specialist contractors where such works may be the predominant works for that period.

Item 1.9 Standard of workmanship, others

Any other type of workmanship that are not covered in the preceding items should be assessed in this item. The RO's assessment should be based on whether the works are carried out in accordance with the Specification, the tolerances achieved, the quality of material used, the strength achieved where this may be required and whether repairs or reinstatement works have to be carried out in order for the works to attain an acceptable standard.

Section 2 - Progress

An overall "Very Poor" rating in this section will result in an "Adverse" report.

1. This section should be confined to reporting of the contractor's progress within the reporting period and his efforts in dealing with any delays caused by his previous slow progress.
2. The progress during the reporting period should be reported irrespective of his performance over previous periods.
3. The contractor's progress should be judged on the most updated programme which should have reflected any steps required to be taken during the reporting period to overcome previous delays. The RO should take into account the delays occurring within the reporting period for which it is obvious that extension of time (EOT) would be considered.
4. The contractor's performance can be rated "Satisfactory" or above despite possibly obtaining an adverse report during the previous quarter provided he has achieved or exceeded the progress anticipated from the programme agreed during the reporting period.
5. **While all claims for extension of time for completion of the works (EOT) should be assessed, determined and granted within a reasonable time in accordance with GCC Clause 50, the RO should take into account the potential EOT for claims submitted by the contractor in assessing the progress, which had not yet been determined by the Architect/Engineer.**

Item 2.1 Adequacy of programme

- does the current programme adequately reflect the requirements of the whole contract, include other details requested by the Engineer/Architect, and, where applicable, fully describe all the principal activities to be undertaken by the contractor for completion on or before the currently established date of completion of the contract?
- does the current programme adequately show his proposed works

for the reporting period and all other details requested by the Engineer/Architect?

- does the current programme reflect the steps taken to overcome the delays caused by his previous slow progress in accordance with GCC Clause 51(1)?
- does the current programme continue to show any inadequacy in areas which the RO considers will unnecessarily delay the works?
- is the programme realistic in terms of the contractor's proposed achievement in the period?

Item 2.2

Adherence to programme

- has the contractor completed the works according to the programme agreed during the period?

Item 2.3

Updating of programme

- has the contractor revised his programme promptly as a result of EOT granted in accordance with GCC Clause 50(4) or due to other delays in the progress of the works in response to the Engineer's/Architect's notice under GCC Clause 51(1)?
- has the contractor responded promptly to the Engineer's/Architect's comments on the programme?
- does the revised programme affect the progress of other contractors/sub-contractors?

Item 2.4

Suitability of method and sequence of working

- has the contractor's progress been affected by the construction methods he has adopted?
- does the contractor demonstrate a logical approach to his sequence of works?
- are the contractor's proposed methods of working suitable for the types and the scale of work involved?
- does the contractor follow completely/closely the agreed method of working?

Item 2.5

Achievement in period

- has the contractor's progress exceeded the agreed targets?
- has the contractor completed in advance the agreed milestones or targets of work in his programme?
- has the contractor completed the value of work exceeding those expected to be done (based on the agreed programme)?

(The RO should consider giving a "Good" or "Very Good" rating to the contractor for the above achievement made.)

Item 2.6 Action taken to mitigate delay/catch up with programme

- has the actions taken by the contractor to catch up with any delay due to his previous slow progress been effective?
- has he devoted more labour and equipment to the works and improved his method of working where necessary?

Section 3 - Site Safety

An overall “Very Poor” rating in this section will result in an “Adverse” report.

A 5-grade score card should be used for assessing the contractor’s performance on site safety with reference to WBTC no. 26/2000 except for the maintenance period, defect liability period, or establishment period of the contract whereby the completion of score card is not required for the assessment. The score card has six sections which correspond with the performance aspects for the “Site Safety” section in the Report on Contractors’ Performance (RCP). Hence, the scores of individual sections should be used to determine the performance rating of the contractor for the corresponding performance aspects in the RCP. A set of guidance notes is also given in the WBTC for marking the sub-items in the score card. Furthermore, the total score of the score card will form the basis to determine the overall performance rating of the contractor for “Site Safety” section in the RCP.

For RCP where the completion of score card is not required, the set of guidance notes in the WBTC should also be used to determine the performance rating of individual aspects for “Site Safety” section in the RCP.

Section 4 - Environmental Pollution Control

A “Poor” or “Very Poor” rating in Item 4.8 will result in “Poor” or “Very Poor” rating in this section respectively. An overall “Very Poor” rating in this section will result in an “adverse” Report.

It should be noted that any record of non-compliance or poor performance should be limited to those occurring during the reporting period. Records of convictions should not be used as a performance criteria as the contraventions would generally have occurred some months previously.

Item 4.1 Adequacy of water pollution mitigation measures

- has the contractor implemented effective and efficient water pollution mitigation measures as required by the contract?
- has the contractor monitored the requisite water pollution mitigation measures satisfactorily?
- has the contractor provided promptly the requisite boats/technicians/testing equipment for carrying out the water quality monitoring work?

Item 4.2 Adequacy of noise pollution mitigation measures

- has the contractor implemented effective and efficient noise pollution mitigation measures as required by the contract?
- has the contractor monitored the requisite noise pollution mitigation measures satisfactorily?
- has the contractor provided promptly the requisite equipment/access for carrying out the noise level monitoring work?

Item 4.3 Adequacy of air pollution mitigation measures

- has the contractor implemented effective and efficient air pollution mitigation measures as required by the contract?
- has the contractor monitored the requisite air pollution mitigation measures satisfactorily?
- has the contractor provided promptly the requisite equipment/access for carrying out the air quality monitoring work?

Item 4.4 Adequacy of waste pollution avoidance measures

- has the contractor implemented effective and efficient waste pollution avoidance measures?
- has the contractor monitored the requisite waste pollution avoidance measures satisfactorily?

Item 4.5 Compliance with environmental enactments

- has the contractor taken all necessary measures to comply with environmental enactments?
- has the contractor been reluctant to comply with environmental enactments despite repeated warnings and reminders?
- has the contractor received any prosecutions for violations of environmental enactments?

Item 4.6 Action taken to remedy non-compliance

- has the contractor improved the method of working to remedy non-compliance with environmental enactments?
- have the actions taken by the contractor to remedy non-compliance with environmental enactments been effective?

Item 4.7 Implementation of waste management plan

- did the contractor submit the waste management plan in time?
- has the waste management plan been properly prepared to include the details required under the Contract?
- are the proposals in the waste management plan able to meet the target of avoidance, minimization and recycling and reuse of C&D material with particular reference to the nature of the

Contract?

- did the contractor respond promptly to the Engineer's/Architect's comments on the waste management plan?
- has the contractor properly implemented the waste management plan during the reporting period?
- has the contractor updated or revised his waste management plan promptly if the situation warrants and/or so required by the Engineer/Architect?
- has the contractor kept adequate and proper records during the reporting period?
- has the contractor's report on the implementation of waste management plan been properly prepared?
- has the contractor submitted the monitoring proposal and is the proposal effective?

Item 4.8

Implementation of Trip-ticket System to control disposal of construction & demolition materials

- has the contractor taken any effective measures to ensure that every truckload of C&D materials bears a duly completed Disposal Delivery Form (DDF) before leaving the Site?
- has the contractor submitted the duly completed and stamped DDF and/or the transaction receipt (where relevant) within the time as stipulated in the Contract?
- has the contractor kept comprehensive and updated records of the DDF issued?
- has the contractor taken prompt corrective actions to rectify the non-compliance with the TTS requirements?
- Item 4.8 should be rated as "Very Poor" and overall "Very Poor" for Section 4 if illegal dumping of C&D materials or unauthorized disposal of C&D materials to private agricultural land occurs, or the number of Improper Disposal [see Clause (16) of Appendix A in ETWB TCW No. 31/2004] during the reporting period exceeds the limit as stipulated in Para. 21(b) of ETWB TCW No. 31/2004.

For contracts tendered on or after 1 February 2005, the following additional guidelines are relevant:

- has the contractor properly implemented the approved site management plan for implementation of the TTS?
- has the contractor informed the truck drivers, whom he has engaged for removal of C&D materials from the Site, the TTS requirements as stipulated in the Contract [see Clause (9) of Appendix A in ETWB TCW No. 31/2004]?
- has the contractor submitted the Daily Record Summary in accordance with the specification in the Contract?

For further details, project offices should refer to ETWB TCW No. 31/2004.

Section 5 - Organisation

In completing the assessments, the following aspects should be considered in relation to the scope, value and technical complexity of the contract.

Item 5.1 Adequacy of organisation structure

- has an organisation chart been provided?
- does the chart reflect the actual situation?
- are lines of management and communication clear and effective?

Item 5.2 Support by head office

- does the contractor's head office have a representative who is aware of and actively monitoring site matters?
- are head office management responsive to giving support to site management?
- has the head office responded to the need for structural or staff changes in the site staff organisation to meet site conditions?
- has the head office responded promptly and effectively to overcome deficiencies?
- does the head office employ its own staff under a direct contract of employment to effectively manage and supervise the sub-contractors?

(The Engineer/Architect should make the contractor aware of any of his concerns on the lack of support from the contractor's head office. These concerns should also be brought to the attention of the contractor's head office. Warnings in writing should be given to the contractor and copied to his head office if the situation has not been improved despite previous notifications. On the other hand, if the Engineer/Architect considers that the contractor's head office has provided better than average support on site matters, he should record his findings properly and rate this item as "Good" or above.)

Item 5.3 Adequacy of planning of work

- does the programme meet the requirements of the contract?
- is the programme adequate for work in hand?
- is the programme used effectively as a management tool?
- does the contractor plan his resourcing and procurement to meet the needs of the programme?
- have method statements been submitted?

Item 5.4 Adequacy of delegation of authority

- has the site agent been delegated authority to:
 - direct and control site activities?
 - manage sub-contractors' planning and execution?
- do sub-contractors accept the site agent's authority?
- has the contractor delegated his authority to his supervisory staff in supervising and managing the sub-contractors?

Item 5.5 Control of supervisory staff by site agent

- has a site organisation chart been drawn up?
- are lines of communication clear?
- are site staff delegated with authority that they can discharge their duties effectively?
- have site supervisors been briefed on agreed method statements and procedures?

Item 5.6 Management of sub-contractors by site agent

- has he exercised effective managerial control over sub-contractors?
- has he exercised technical control over sub-contractors?
- has he exercised quality control over sub-contractors?
- has he coordinated the work of sub-contractors effectively?
- does he provide adequate support to sub-contractors?

Item 5.7 Adequacy of site supervisory staff

- are there adequate site supervisory staff?
- are there adequate contractor's staff to direct sub-contractors' work?
- do they have technical knowledge and experience appropriate to their level of responsibilities?
- do they take effective measures to monitor and maintain specified standards or are the Resident Site Staff required to intervene to achieve standards?

Item 5.8 Identification of and responsiveness to problems

- are there good communication channels between the contractor's site staff and the relevant resident site staff?
- does the site agent identify and recognise problem areas before they develop too far?
- are informal communication channels with the RO set up with a view of discussing and resolving potential problems?
- are corrective actions being initiated promptly?
- has the contractor maintained a good record in compliance with instructions?
- has the contractor reflected the situation to the RO if he finds it difficult to comply with any instructions?
- has the contractor taken all reasonable measures to identify any suspected unlawful water taking activities and prevent unlawful taking of water at the site? Such reasonable measures include :
 - (i) Promotion for site personnel, workers, subcontractors and other relevant parties against unlawful taking of water (for example, display of posters and warning signs on site, regular briefings, etc);
 - (ii) Regular inspections of the site to identify any suspected

- unlawful water taking activities;
 (iii) Regular checking of water bills to ensure that the amount of water usage indicated in the bills is reasonable; and
 (iv) Keeping of records of the above measures.

Item 5.9 Compliance with provisions in SCC on sub-contracting and submission of the SMP

- did the contractor ensure that his sub-contractors have not sub-contracted the whole of the works assigned to them?
- did the contractor employ his own staff under a direct contract of employment to manage and supervise his sub-contracting works?
- has the SMP been properly prepared as per the scope and contents stated in the Contract?
- did the contractor submit the SMP in time?
- has the contractor submitted the proposed measures and approaches as per the details stated in the contract?
- has the contractor updated and submitted his SMP to reflect his latest sub-contracting arrangement?

Section 6 - General Obligations

A “Poor” or “Very Poor” rating in Item 6.1 will result in “Poor” or “Very Poor” rating in this section respectively.

Item 6.1 Cleanliness of site

The rating of this item should be determined in accordance with the scoring method given in Annex 1 to Appendix 4B.

Item 6.2 Care of works

- has the contractor exercised due care in the care of the works including also construction plant, temporary works and materials on site?
- has the contractor always been difficult in care of the works despite repeated warnings?
- in case of damage, has the contractor made good the damage with reasonable speed?

Item 6.3 Compliance with insurance requirements

- has the contractor complied with the insurance requirements as stipulated in the contract?
- is the contractor reluctant in complying with the insurance requirements despite repeated reminders?

Item 6.4 Coordination of utilities and other authorised contractors

- have coordination meetings been held with the utility undertakings and other authorised contractors to work out an agreed works programme?
- has the contractor maintained close liaison with utility undertakings and other authorised contractors and informed the RO on the developments with respect to the agreed programme?
- has the contractor made reasonable allowance for time and provision of facilities and working space for utility undertakings and other authorised contractors in his programme?
- has the contractor taken reasonable steps to co-operate with the utilities and other authorised contractors?
- have the utilities and other authorised contractors being reasonable in co-operating with the contractor?

Item 6.5 Compliance with conditions for road openings

- has the contractor complied with the Code of Practice for Signing, Lighting and Guarding of Road Works?
- has the contractor complied with the conditions of the excavation permit?
- has the contractor properly removed surplus excavated material?
- has the contractor provided adequate alternative pedestrian facilities and information on notice boards?
- has the contractor complied with the Engineer's/Architect's instructions?

Item 6.6 Care of utilities

- has the contractor taken care not to cause damage to utilities?
- has the contractor a repeated record of causing damage to utilities?

Item 6.7 Compliance with enactments other than environmental

- has the contractor had a bad record of non-compliance with enactments, including, amongst others, prosecution against any person for unlawful taking of water at the site during the report period?
- has the contractor taken all reasonable measures to comply with enactments, including, amongst others, any measures to inhibit unlawful taking of water at the site?

Item 6.8 Adequacy/submission of operational and maintenance manuals

- have the manuals been submitted within the time stipulated in the contract?
- are the manuals clear and comprehensive?

Item 6.9 Training of employer's personnel

- has the contractor complied with requirements to train the employer's staff in the running and management of plant and other installations?

Item 6.10 Adequacy of notice for inspection of works

- does the notice clearly identify the work to be inspected?
- is the notice submitted in time as stipulated in the contract?

Item 6.11 Payment of nominated sub-contractors

- has the contractor paid the nominated sub-contractor and not withheld payment without reasonable cause?

Item 6.12 Compliance with particulars related to sub-contracting

- has the contractor furnished the RO with reasonable particulars of the sub-contractors in the SMP?
- has the contractor ensured the necessary contract conditions and provisions be incorporated in the sub-contract?
- has the contractor provided the particulars of sub-contracting on site in his latest submission of the SMP?

Item 6.13 Attention to site security

- is the site generally secure?
- has the contractor fulfilled the site security requirements?
- are materials, including materials required for temporary works, stored in a secure manner?
- has the contractor reacted promptly to unsecured site conditions?

Item 6.14 Attention to records

- are contemporary records including plant, labour and work activities kept accurately and submitted promptly?
- is the site diary attended to on a timely and effective basis in accordance with GCC Clause 32?
- are daywork accounts kept accurately and submitted promptly?

Item 6.15 Attention to submission of accounts/valuations

- are accounts and valuations, if required by the contract submitted promptly?
- are accounts and valuations, if required by the contract accurate and sufficiently detailed?

Item 6.16 Control of materials supplied by Government

- has the contractor kept up-to-date records of the movements and locations of the material and equipment?
- has the contractor carried out physical stock taking?

- are the materials and equipment stored in a proper manner?

Section 7 - Industry awareness

A “Poor” or “Very Poor” rating in Item 7.7 will result in “Poor” or “Very Poor” rating in this section.

Item 7.1 Employment of technician apprentices and building & civil engineering graduates

In accordance with the requirements of ETWB TCW No. 12/2003

- has the contractor employed the correct number of apprentices and graduates in relation to the size of the contract and within the stipulated time period of three months?
- has he demonstrated by written records his continued efforts in recruitment of the required staff if not immediately available?
- has he implemented valid contracts of apprenticeships as stipulated in the Apprenticeship Ordinance (Cap. 47)?

Item 7.2 Training of technician apprentices and building & civil engineering graduates

For technician apprentices, has the contractor

- demonstrated by providing records that he has provided the required training relevant to their respective trades;
- arranged for their attendance in an approved technical institute leading to the award of either a Higher Certificate in Building Studies, civil engineering or a comparable alternative.

For building and civil graduates, has the contractor

- provided experience training following established training guidelines for the various disciplines as far as possible;
- provided adequate professional supervision.

Item 7.3 Care and welfare of workers

- has the contractor provided sanitary latrine accommodation in accordance with the Contract and maintained it in a clean and sanitary condition?
- if provided, are canteen facilities maintained in a clean and sanitary condition?

Item 7.4 Care of the general public

- has the contractor taken reasonable steps to fulfill his obligations under GCC clause 22(1)? If not state why.
- has he carried out his works with due care and attention for the safety of the general public? If not state why.

- has he tried to minimise obstructions and other disturbances to the public? If not state why.
- has the contractor provided hoarding, fencing, covered walkways and the like, together with all necessary lighting and warning notices in English & Chinese, and maintained the whole in good and safe condition?
- has the contractor provided a flagman, signalling system or other practical means of controlling vehicles entering or leaving the site?
- has the contractor properly maintained wheel washing facilities to prevent mud from being carried onto public roads by vehicles leaving the site?
- if required, has the contractor provided and properly maintained temporary traffic lights, or provided flagmen to control traffic on the public highway?
- has the contractor provided the watchmen/security guards as specified at all times of the day?

Item 7.5**Employment of qualified tradesmen and intermediate tradesmen**

- has the contractor employed the minimum number of qualified tradesmen and intermediate tradesmen of each of the specified trades as specified in the Contract?
- has the contractor demonstrated from records his continued effort to recruit the minimum number if not immediately available?

Item 7.6**Employment of sub-contractors registered from the Voluntary Sub-contractor Registration Scheme**

In accordance with the requirements in ETWB TCW No. 13/2004,

- has the contractor employed sub-contractors registered under the respective trades available under the Primary Register of the Voluntary Sub-contractors Registration Scheme?
- has the contractor ensured his sub-contractors to employ their further sub-contractors registered under the respective trades available under the Primary Register of the Voluntary Sub-contractors Registration Scheme?

In cases where separate performance report is made for the nominated sub-contractor (NSC), the following guidance notes should be added:

- has the NSC registered under the respective trades available in the Primary Register of the Voluntary Sub-contractors Registration Scheme?
- has the NSC employed his sub-contractors registered under the respective trades available in the Primary Register of the Voluntary Sub-contractors Registration Scheme?
- has the NSC ensured his sub-contractors to employ their further sub-contractors registered under the respective trades available in the Primary Register of the Voluntary Sub-contractors Registration Scheme?

Item 7.7 Anti-mosquito breeding

- has the contractor treated stagnant water on site and to take proper measures to guard against mosquito breeding?
- has the contractor reacted promptly to improve the control of mosquito breeding after written warning? A poor or very poor performance in this aspect will result in “Poor” or “Very Poor” rating in this item respectively.

Item 7.8 Compliance with site uniform requirements

- has the contractor’s uniform design been submitted in a timely manner and in compliance with the contract requirements?
- has the contractor provided the uniform and uniform changing facilities (if required) in accordance with the contract requirements?
- is the uniform being maintained in reasonably tidy and good conditions?
- are uniform items that are damaged, torn, worn, expired or lost replaced promptly?
- has the contractor taken reasonable steps to ensure that his site personnel wear the uniform provided when they are on site?
- have the audit results on the wearing of uniform been satisfactory?
- are the uniform changing facilities (if required) maintained in accordance with the contract requirements?

Section 8 - Resources

The level of resources provided by the contractor should be reviewed in monthly progress meetings and improvement, where needed, should be pointed out specifically by the RO. The contractor shall be rated "Very Poor" if he consistently fails to make improvement in the period and fails to achieve the targeted progress for the period or the standards of workmanship specified.

Item 8.1 Adequacy of plant resources

- has the contractor provided sufficient plant resources of suitable state and condition to achieve the planned progress?

Item 8.2 Adequacy of labour resources

- has the contractor provided sufficient labour resources of suitable levels of skill to achieve the planned progress and the specified workmanship?

Item 8.3 Adequacy of material resources

- has the contractor provided sufficient temporary and permanent material to achieve the planned progress and the specified quality requirement?

Section 9 – Design

The contractor is required to comply with the contract specification and/or Employer's Requirements and also, where applicable, any better offers in the contractor's Technical Proposal which forms part of the Contract in order to be awarded a "Satisfactory" grade.

Item 9.1 Collection and appreciation of information (e.g. design codes, design parameters)

- has the contractor collected all relevant data and interpreted them correctly?
- have sufficient site surveys and investigation been carried out?
- have comprehensive design notes (memoranda) been prepared to summarize design criteria?
- are design criteria appropriate?
- do the design criteria meet relevant design codes and regulations?
- are design checking procedures specified (in case they are not specified by the Employer and/or in the Contract)?

Item 9.2 Adequacy and quality of design solutions

(a) General

- is the design complete?
- can the design satisfy the contractual and/or Employer's Requirements and/or Technical Proposal where better offers have been included?
- are the design solutions cost effective and in compliance with the contractual and/or Employer's Requirements and/or Technical Proposal where better offers have been included?
- have adequate consideration, allowance and provision been given for possible variation, if appropriate?

(b) Specific requirements

- has adequate attention been given to aesthetical design and overall appearance including landscaping?
- has the contractor taken into account all the functional and planning requirements specified in the contract in developing the design?
- has the contractor adequately addressed effectiveness, ease of construction and associated risks in developing the structural layout?
- are the buildings services and related systems designed and planned with sufficient efficiency and flexibility for future replacement, alteration and expansion?
- has the contractor provided satisfactory operation and maintenance facilities in terms of efficiency, user-friendliness and durability?

(c) Better design solutions

- has the contractor proposed and implemented successfully any design changes resulting in appreciable benefits to the client, such as saving in cost, reduction of construction time and/or enhanced quality?

Item 9.3**Environmental friendliness, health and safety, innovation, energy efficiency and life cycle costs****(a) Environmental friendliness, health and safety**

- is the design satisfactory in terms of environmental friendliness with usage of non-renewable resources reduced, materials harmful to people and the environment avoided and sufficient green measures incorporated?
- are environmentally friendly materials, such as recycled and reusable materials and processes adequately incorporated in the design?
- has the contractor taken sufficient consideration of health and safety in developing the design and provided sufficient mitigation measures to minimize health and safety hazards?

(b) Innovation

- is adoption of innovative and intelligent building/structural design solutions and construction methods satisfactory?
- is adoption of innovative and intelligent designs of building service, mechanical and electrical equipment, electronic systems and other operation and maintenance facilities satisfactory?
- has the contractor adequately incorporated innovative green measures?
- Can the adopted innovative solutions enhance quality, optimize costs and minimize risks and impacts?

(c) Energy efficiency and life cycle costs

- has the contractor given sufficient consideration to energy efficiency in designing the general configuration of the structure/facility, e.g. orientation to optimize daylight utilization?
- have adequate energy saving measures been incorporated?
- has the use of energy efficient features and renewable energy technologies been sufficiently considered pursuant to ETWB TCW No. 16/2005?
- are design solutions sufficiently cost effective with due regards to the total cost over the project life to optimize the costs of construction, operation, maintenance, replacement and energy consumption?

Item 9.4**Consultation with relevant Government departments and utility undertakers**

- have all relevant departments and utility undertakers been consulted?
- does the design reflect comments and views of relevant departments and utility undertakers?
- have statutory submissions as required under various ordinances and regulations been made in time?

- are the submissions in compliance with all the relevant statutory requirements?
- have timely and proper coordination been made with the relevant utility undertakers?
- have utility submissions been made promptly?

Item 9.5**Quality and promptness of design submissions****(a) General**

- have design documents been submitted in time to meet the construction programme?
- is the design clearly and fully presented?
- have drawings been prepared and do they provide necessary information for the contractor's design to be assessed?
- have drawings incorporated the client's/SO's/Architect's/Engineer's comments?
- have specified design checking procedures been followed?
- have the necessary procedures/schedule for verification of the design assumptions and the corresponding measures for catering for variations been clearly given in the design?
- has the contractor followed the procedures set out in the contract promptly and effectively to change design in response to variations to the Employer's Requirements which are necessary for the completion of the Works as ordered by the SO/Architect/Engineer?

(b) Additional considerations for D & B Contracts

- has Project Design Plan been submitted and updated within specified time frame?
- is the Project Design Plan clear, complete and in compliance with the contract requirements?
- have Approval in Principle submissions been made within specified time frame?
- are the Approval in Principle submissions clear, complete and in compliance with the contract requirements?
- have Detailed Design Approval submissions been made within specified time frame?
- are the Detailed Design Approval submissions clear, complete and in compliance with the contract requirements?

Item 9.6**Quality and timely submission of as-built drawings, maintenance manuals and warranties**

- has submission of warranties, maintenance manuals and as-built drawings met specified time frame?
- are the as-built drawings clear and comprehensive?
- do the as-built drawings incorporate all changes ordered or made?
- do the as-built drawings include relevant construction details?
- are the as-built drawings sufficient for future maintenance and alteration/extension?
- have all necessary recommendations on maintenance requirements of all elements of works been given in the maintenance manuals?

Note

This section is generally applicable to all contracts with design elements, instead of D&B contracts only. Please refer to Notes 2, 3 & 4 in Part A of Appendix 4B to the CMH for the weighting to be given for this section or individual aspect of performance.

Section 10 - Attendance to emergency (term contracts)**Item 10.1****Response to call**

- does the contractor respond with appropriate promptness to emergency calls at all times of the day?

Item 10.2**Attendance to on-call emergency repairs**

- is the contractor readily available when required to attend to repairs?
- does the contractor attend to on-call and emergency duties with due care and diligence?

Item 10.3**Speed of emergency repairs**

- does the contractor carry out emergency repairs with adequate speed and promptness when instructed?
- are the emergency repair works of adequate standard?