URGENT	

MEMO

From	Secretary for Development	To Distribution	
Ref (0	3L24) in WP5S-030-010-050-003	(Attn:)
Tel. No.	3509 8385	Your Ref.	
Fax No.	2524 9308	dated	
Email	terencetmlam@devb.gov.hk	Fax No.	
Date	28 October 2025	Total Pages 4 + Encl.	

Construction Site Safety Manual

Pay for Safety Scheme to Subcontractors

Taking cognizance of the modus operandi of the construction industry in engaging frontline workers via subcontractors and having reviewed the construction site incidents of public works contracts, it is noted that a significant proportion of the incidents involved frontline workers employed by subcontractors. Providing financial incentives to subcontractors could be one of the measures to motivate them to strive for better site safety performance.

- 2. In light of the above, the Pay for Safety Scheme ("PFSS") is now extended to subcontractors, with a view to removing tasks related to site safety from the realm of competitive tendering of subcontracts. In addition, providing financial incentives to subcontractors through the PFSS can provide impetus to incentivise their workers to actively participate in site safety matters, enhance their safety awareness and cascade our resolute and unequivocal commitment on uplifting site safety performance of public works in a more direct manner.
- 3. The PFSS to Subcontractors includes the following task-tied pre-priced payment items
 - (a) Attend Site Safety Management Committee Meeting;
 - (b) Attend Site Safety Committee Meeting;
 - (c) Attend weekly safety walk;
 - (d) Arrange workers to attend safety training in the form of site specific induction training;
 - (e) Arrange workers to attend safety training in the form of toolbox talks; and
 - (f) Arrange workers to participate in Pre-work Activities of Site Safety Cycle (namely, Pre-work Exercise and Safety meeting, Hazard Identification Activity meeting and Pre-work Safety Checks).

Effect on Public Works Contracts

- 4. The PFSS to Subcontractors shall be incorporated in all capital works and term contracts (including electrical and mechanical ("E&M") contracts and Design and Build ("D&B") contracts) of which PFSS are incorporated. It shall be implemented in subcontracts at all tiers for construction works 1 with an estimated contract sum equal to or exceeding \$1 million but excluding subcontracts solely for supply of materials, plants, labour and/or services (hereinafter referred to as "Construction Works Subcontracts"). For avoidance of doubt, the PFSS to Subcontractors shall also be incorporated in the nominated, specialist and domestic Construction Works Subcontracts.
- 5. For Construction Works Subcontracts at any tiers of subcontracting with estimated contract sum equal to or exceeding \$1 million, the Contractor and subcontractors concerned shall take all reasonable steps to ensure that the PFSS to Subcontractors are included *mutatis mutandis* in all such Construction Works Subcontracts.
- 6. The total value of the task-tied pre-priced payment items mentioned in paragraph 3 above shall be about 1% of the estimated Construction Works Subcontracts sum.
- 7. The Notes to Tenderers and contract provisions for the PFSS to Subcontractors are at **Annex A** and **Annexes B & C** respectively. It shall be incorporated in those capital works and term contracts mentioned in paragraph 4 above and with tenders **to be invited on or after 31 October 2025**.
- 8. If works departments ("WDs") consider that there are valid reasons for deviations to the above guidelines for incorporation of the PFSS to Subcontractors, after taking into consideration the nature, complexity and size of the contract, they shall seek advice from Departmental Safety and Environmental Advisers ("DSEA") and the agreement of the relevant officer at D2 rank or above for such deviations.
- 9. WDs shall monitor the Contractor's performance on incorporation of the PFSS to Subcontractors in all Construction Works Subcontracts. The Contractor should be warned if he fails to ensure incorporation of the PFSS to Subcontractors in all Construction Works Subcontracts. If the Contractor fails to provide documentary proof of compliance or to rectify the non-compliance to the related provisions within reasonable time, the Project Office shall give "Poor" or

¹ **Construction works** generally refer to construction of new structures/works, reconstruction / renewal / restoration / repair / maintenance / addition / alteration / extension / dismantling / demolition of existing structures/works, painting and decoration of the external and internal surfaces of the structure/work and any operation (e.g. site clearance, site investigation, excavation, tunnelling or boring, scaffolding, site restoration, landscaping, provision of access road, electrical and mechanical works, etc.) which form an integral part of or is preparatory to or is for rendering complete of the said kinds of structures/works.

"Very Poor" rating in Item 6.12 in the Report on Contractor's Performance, as appropriate.

- 10. Technical audits and safety audits to be carried out by WDs shall include spot-checks on whether the contract administrator has ensured the submission of the aforementioned documentary proof of compliance is in order.
- 11. The content of this memo will be incorporated into the Construction Site Safety Manual in its next updating exercise.
- 12. Please bring this memo to the attention of the project officers who are responsible for the preparation of tenders for public works contracts and the project officers, consultants and resident site staff supervising public works contracts.

Enquiries

13. Any enquiries on the above should be addressed to Mr LEE Man-yiu, Assistant Secretary (Works Policies 5) 5 at 3509 8305.

(Terence T M LAM) for Secretary for Development

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Internal

PS(W)

DS(W)2 CAS(W)5 – to note in file

AS(WP5)5

Notes to Tenderers

Clause

Remarks / Guidelines

NTT C25 Pay for Safety Scheme to Subcontractors

Tenderers shall note that Pay for Safety Scheme to Subcontractors are included in this contract. Tenderers shall pay attention to Clause [IV:16] # of the [*additional conditions of contract / *Special Conditions of Contract] on "Pay for Safety Scheme to Subcontractors" and the correspondence provisions in Appendix [] # to the [*additional conditions of contract / *Special Conditions of Contract].

Tenderers should note that there are no separate items in the [*bill of quantities / *activity schedule / *Bills of Quantities / *Schedules of Rates] for Pay for Safety Scheme to Subcontractors. The prices in the [*bill of quantities / *activity schedule / *Bills of Quantities / *Schedules of Rates] shall cover, inter alia, the provision of implementation of and compliance with Pay for Safety Scheme to Subcontractors.

[Optional clause –

To be incorporated into public works contract with Pay for Safety Scheme to Subcontractors.]

- * Delete or amend as appropriate.
- # Insert appropriate reference.

Pay for Safety Scheme to Subcontractors

Special Conditions of Contract / additional conditions of contract

(for Main Contract)

Note:

The optional entries with asterisk (*) are for selection by contract drafter to suit contracts using the Hong Kong Edition of NEC Engineering and Construction Contract (ECC) or NEC4 Term Services Contract (TSC) or The Government of the Hong Kong Special Administrative Region (HKSARG) General Conditions of Contract (GCC) for Civil Engineering Contract (1999 Edition), HKSARG GCC for Term Contracts for Civil Engineering Works (2002 Edition), HKSARG GCC for Building Works (1999 Edition) and HKSARG GCC for Building Works (2004 Edition). Contract drafters are reminded to remove the inapplicable ones in blue.]

Section IV General Obligations

IV:16 Pay for Safety Scheme to Subcontractors

(1) For the purpose of this Clause, the following words and expressions shall, except when the context otherwise requires, have the meaning hereby assigned to them –

"Construction Works Subcontract" means subcontract with a Tier with Pay for Subcontractor for carrying out part of the Works with the estimated Safety contract sum at or above \$1 million Hong Kong Dollars. For the avoidance of doubt, subcontract that is solely for the supply of see materials, plants, labour and/or services but does not involve the paragraph subcontractor carrying out any part of the Works is not regarded as a Construction Works Subcontract.

"Pay for Safety to Subcontractors Provisions" are the provisions in Manual Appendix []¹ to the *additional conditions of contract / Special Conditions of Contract.

* "Tier Subcontractor" is a sub-contractor, a sub-subcontractor or any person or organisation who has a contract with a sub-subcontractor Guidelines

To be incorporated into public works contract Scheme -12.2.1 of the Construction Site Safety

¹ Annex C

to carry out part of the Works.

[Notes: For inclusion only when GCC is adopted. Tier Subcontractor is already defined in NEC Clause 11.2.]

- (2) The Contractor shall ensure that the Pay for Safety to Subcontractors Provisions are included *mutatis mutandis* in all Construction Works Subcontracts entered into with the *Contractor / Contractor. The *Contractor / Contractor shall, if necessary, within a reasonable time enter into a supplemental agreement with his *Subcontractor / sub-contractor to ensure that the Construction Works Subcontract complies with the requirements in this sub-clause.
- (3) For Construction Works Subcontracts at any lower tiers of subcontracting, the *Contractor / Contractor shall take all reasonable steps to ensure that the Pay for Safety to Subcontractors Provisions are included mutatis mutandis and are effective in all such Construction Works Subcontracts. The *Contractor / Contractor shall take all reasonable steps to ensure that *Subcontractors / sub-contractors at any lower tiers of subcontracting shall, if necessary, within a reasonable time enter into supplemental agreements to comply with the requirements in this sub-clause.
- (4) The *Contractor / Contractor shall submit documentary proof to the *Project Manager / Service Manager / Architect / Engineer / Maintenance Surveyor / Surveyor / Supervising Officer upon request for the purpose of ensuring compliance of this clause. Upon request by the *Project Manager / Service Manager / Architect / Engineer / Maintenance Surveyor / Surveyor / Supervising Officer, the *Contractor / Contractor shall provide the Construction Works Subcontract together with other information the *Project Manager / Service Manager / Architect / Engineer / Maintenance Surveyor / Surveyor / Supervising Officer, considers necessary.

Annex B

(5) Despite anything to the contrary in the contract, the Employer will not reimburse or pay the *Contractor / Contractor any amount the *Contractor / Contractor is liable to pay to any subcontractor pursuant to the Pay for Safety to Subcontractors Provisions. The relevant amount is regarded as having been included in the Contract Sum.

Pay for Safety Scheme to Subcontractors

Provisions for Construction Works Subcontracts

[Note: The optional entries with asterisk (*) are for selection by contract drafter to suit contracts using the Hong Kong Edition of NEC Engineering and Construction Contract (ECC) or NEC4 Term Services Contract (TSC) or The Government of the Hong Kong Special Administrative Region (HKSARG) General Conditions of Contract (GCC) for Civil Engineering Contract (1999 Edition), HKSARG GCC for Term Contracts for Civil Engineering Works (2002 Edition), HKSARG GCC for Building Works (1999 Edition) and HKSARG GCC for Building Works (2004 Edition), or other relevant contract form. Contract drafters are reminded to remove the inapplicable ones in blue and modify the provisions as appropriate to suit the needs and circumstances of the contract.]

This annex contains -

- i. Annex C(i) Sample Subcontract Conditions
- ii. Annex C(ii) Sample Particular Specification
- iii. Annex C(iii) Sample Method of Measurement
- iv. Annex C(iv) Sample Bills of Quantities / Schedule of Rates

Pay for Safety Scheme to Subcontractors

Sample Subcontract Conditions

Clause 1

In this Sub-contract the following words and expressions shall have the meanings hereby assigned to them except when the context otherwise requires:-

"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 main Contract;

"main Contract" means the main contract [insert the Contract No. by contract drafter] made between the Employer and the main Contractor;

"main Contract Works" means the *works / Works / service to be executed by the main Contractor under the main Contract;

"main Contractor" means the contractor who has entered into the main Contract with the 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.];

"PFSS to Subcontractors" means Pay for Safety Scheme to Subcontractors through *main Contractor [Note: Replace the words "main Contractor" with "the Higher-tier-sub-contractor" 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 main Contractor [Note: Replace the words "the main Contractor" with "the Higher-tier-sub-contractor" for the second or lower tier subcontracts.];

*"Higher-tier-sub-contractor" means the party who entered into a sub-contract 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.]

Clause 2

The Sub-contractor shall carry out the tasks set out in the Particular Specification for PFSS to Subcontractors and shall be entitled to be paid for the tasks in accordance with the relevant *Bills of Quantities/Schedule of Rates and Method of Measurement, provided that the Sub-contractor has complied to the extent specified for each item.

Clause 3

The main Contractor shall allow at least 1% of the *estimated contract sum/total estimated expenditure excluding the contingency sum for payment of tasks associated with the PFSS to Subcontractors.

Clause 4

Clauses 2 and 3 above have effect despite any other contrary provision in this Sub-contract and any provision of this Sub-contract is void to the extent that it is inconsistent with Clauses 2 and 3.

Pay for Safety Scheme to Subcontractors

Sample Subcontract Particular Specification

General

1

- (1) The Sub-contractor shall ensure the safety and health of all persons on or adjacent to the Site as a priority in all activities connected with the works of the Sub-contract.
- (2) The Sub-contractor shall observe all site rules and regulations, risk assessment, method statement, safe working procedures provided by the *Contractor / Contractor. For the avoidance of doubt, the Sub-contractor shall fully comply with all site rules and regulations, risk assessment, method statement, safe working procedures of himself.
- (3) The Sub-contractor shall conform in all respects with the provisions of any enactment, the regulations or bye-laws of any local or duly constituted authority and the rules and regulations of public bodies and statutory authorities, and any additions or amendments thereto.
- (4) The Sub-contractor shall provide and employ on the Site only personnel who have received adequate training including safety and health training relevant to their tasks and adopt safe working practices at all times.
- (5) "Senior Management" hereinafter referred to in this Specification shall be a person taking up the post of Project Manager, Project Director or other relevant or equivalent personnel as appointed by the Sub-contractor in writing.

Site Safety Management Committee Meeting

2

(1) The Senior Management of Sub-contractor shall attend the Site Safety Management Committee (hereinafter referred to as "SSMC") chaired by *Project Manager / Service Manager / Architect / Engineer / Maintenance Surveyor / Supervising Officer. The SSMC shall meet at monthly or more frequent intervals.

- (2) The Senior Management of Sub-contractor shall attend the inspection to the Site prior to every SSMC meeting. The inspection shall be taken as one of the weekly safety walks.
- (3) The Sub-contractor shall provide all necessary assistance required for the proper functioning of the SSMC. The Sub-contractor shall act without delay upon the decision or recommendations made by the SSMC on matters of safety and health. Such arrangement is entirely without prejudice to and do not relieve the Sub-contractor from any contractual or legal obligations with respect to safety and health.

Site Safety Committee Meeting

3

- (1) The Senior Management of Sub-contractor shall attend the Site Safety Committee (hereinafter referred to as "SSC") chaired by the Site Agent. The SSC shall meet at monthly or more frequent intervals.
 - (2) The Sub-contractor shall provide all necessary assistance required for the proper functioning of the SSC. The Sub-contractor shall act without delay upon the decision or recommendations made by the SSC on matters of safety and health. Such arrangement is entirely without prejudice to and do not relieve the Sub-contractor from any contractual or legal obligations with respect to safety and health.

Weekly Safety Walk

(1) The Senior Management of Sub-contractor shall attend weekly safety walks arranged by the *Contractor / Contractor to inspect the Site checking that safety and health conditions are being maintained on the Site. For the avoidance of doubt, weekly safety walks under this clause are entirely without prejudice to and do not relieve the Sub-contractor's responsibility to carry out regular inspections to upkeep safety and health conditions on Site required by any enactment, the regulations or bye-laws of any local or duly constituted authority and the rules and regulations of public bodies and statutory authorities, and any additions or amendments thereto.

(2) The Sub-contractor shall take prompt action to rectify those deficiencies identified during the weekly safety walks which are under his purview and shall report the status of actions taken at the forthcoming SSC meeting. Apart from reporting at the forthcoming SSC meeting, the Sub-contractor shall also submit photographs to the *Contractor / Contractor showing the status of actions taken.

Safety Training

5

6

- (1) The Sub-contractor shall arrange all workers employed on the works of the Sub-contract or in connection with the Sub-contract to attend the site specific induction training and its refresher organized by the Contractor. The Sub-contractor shall arrange such person to attend the site specific induction training within two working days commencing works on the Site. The Sub-contractor shall also arrange such person to attend the refresher on site specific induction training organized by the Contractor at intervals of six months depending on the amount of changes to the site condition.
- (2) The Sub-contractor shall arrange the workers to attend the toolbox talks relevant to his/her trade and the works that he/she will perform under the Sub-contract at a frequency of one talk per worker on Site every two week commencing from the date of commencement of Sub-contract. The toolbox talk shall be organized by the Contractor. The worker shall attend no more than one talk on the same topic in any two-month period.

Pre-work Activities of Site Safety Cycle

- (1) Pre-work Activities of Site Safety Cycle shall refer to the Pre-work Exercise and Safety (hereinafter referred to as "PES") meeting, Hazard Identification Activity (hereinafter referred to as "HIA") meeting and Pre-work Safety Checks of the daily cycle.
 - (2) The Sub-contractor shall arrange all workers employed on the works of the Sub-contract or in connection with Sub-contract to participate in the PES meetings, HIA meetings and Pre-work Safety Checks held by the Contractor.
 - (3) In any case, the Sub-contractor shall make all necessary

arrangements to ensure that each worker shall participate in the Pre-work Activities no less than once in a week (commencing on Monday).

Pay for Safety Scheme to Subcontractors

Sample Subcontract Method of Measurement

Notes: The drafting of the following method of measurement is based on the Hong Kong Standard Method of Measurement for Civil Engineering Works (1992 Edition incorporating Corrigenda 1/93, 1,94, 1/97, 1/99, 2/99, 1/2000, 2/2001, 3/2001, 1/2007 and 1/2011. The Contractor should update the reference with ** to suit the method of measurement of individual Sub-contracts managed by them.

Particular Preamble

General Principle

- xx.1 "Senior Management" hereinafter referred to in this Method of Measurement shall be a person taking up the post of Project Manager, Project Director or other relevant or equivalent personnel as appointed by the Sub-contractor in writing.
- xx.2 Rates appearing in this Section of the Method of Measurement, whether pre-fixed or inserted by the Sub-contractor, shall be deemed to allow for the value of work in connection with meeting all statutory and contractual obligations in the upkeeping of safety and health in the execution of the works of the Sub-contract and any other related obligations, liabilities, risks and profit. In the event that the rates have been insufficient or where there are any aspects where the methods provided hereunder do not measure any item or exclude the measurement of any item or part thereof, the difference in value shall be deemed to have been included in the rates inserted elsewhere in the *Bills of Quantities / Schedule of Rates [amend or modify as appropriate to suit the Sub-contract].

ATTEND SITE SAFETY MANAGEMENT COMMITTEE AND SITE SAFETY COMMITTEE MEETING

Units	xx.3	The units of measurement shall be:
		(i) attend Site Safety Management Committee Meeting
Measurement	xx.4	The measurement shall commence from the date of the first meeting of the relevant Committee since the commencement of works of the Sub-contract until the date for completion of the works of the Sub-contract or extended date for completion of the works of the Sub-contract or an earlier or later date notified by the *Contractor / Contractor.
	xx.5	No measurement shall be made for any month in which the Senior Management of Sub-contractor fails to attend any such Committee meeting in accordance with the Sub-contract, or fails to deal with any of the matters associated with such Committees in a satisfactory manner.
	xx.6	No measurement and payment shall be made for the items "attend Site Safety Management Committee Meeting" if the corresponding work item in the main Contract is not measured and paid for due to unsatisfactory performance on site safety by the Sub-contractor.
	xx.7	No measurement and payment shall be made for the items "attend Site Safety Committee Meeting" if the corresponding work item in the main Contract is not measured and paid for due to unsatisfactory performance on site safety by the Sub-contractor.
Itemisation	xx.8	Separate items shall be provided for "attend Site Safety Management Committee Meeting and Site Safety Committee Meeting" in accordance with **General Principles paragraphs 3 and 4 [amend or modify as appropriate to suit the Sub-contract] and the following:

		Group	oup Feature			
		Ι	 Attend Site Safety Management Committee Meeting Attend Site Safety Committee Meeting 			
Attend Site Safety Management Committee Meeting	xx.9	shall,	em for "attend Site Safety Management Committee Meeting" in accordance with **General Preambles paragraph 2 ad or modify as appropriate to suit the Sub-contract], include			
Item Coverage		n	attendance of the Site Safety Management Committee meeting by the Senior Management of Sub-contractor as required by the Sub-contract;			
		M S	attendance of inspection of the Site by the Senior Management of Sub-contractor together with members of the Site Safety Management Committee before the meeting for the month;			
			providing necessary assistance for the proper functioning of the Site Safety Management Committee; and			
		b	implementation of the decisions and recommendations made by the Site Safety Management Committee on matters of safety and health.			
Attend Site Safety Committee Meeting	xx.10	accord	tem for "attend Site Safety Committee Meeting" shall, in lance with **General Preambles paragraph 2 [amend or by as appropriate to suit the Sub-contract], include for:			
Item Coverage		S	attendance of the Site Safety Committee meeting by the Senior Management of Sub-contractor as required by the Sub-contract;			

- (b) providing necessary assistance for the proper functioning of the Site Safety Committee; and
- (c) implementation of the decisions and recommendations made by the Site Safety Committee on matters of safety and health.

ATTEND WEEKLY SAFETY WALK

Units

- xx.11 The unit of measurement shall be:
 - (i) attend weekly safety walk number

Measurement

- xx.12 Only those safety walks conducted during the period from the date of commencement of works of the Sub-contract until the date for completion of the works of the Sub-contract or extended date for completion of the works of the Sub-contract or an earlier or later date notified by the *Contractor / Contractor are qualified for measurement.
- xx.13 No payment shall be made for the weekly safety walk when any one of the following events occurs during that week:
 - (a) The Sub-contractor has received Improvement Notice or Suspension Notice issued by the Labour Department under the Occupational Safety and Health Ordinance in respect of any activities on the Site;
 - (b) the *Contractor / Contractor or *Project Manager / Engineer / Surveyor / Supervising Officer / Service Manager / Maintenance Surveyor has suspended the progress of the works of the Sub-contract or any part thereof due to any reason caused by any default on the part of the Sub-contractor in failing to ensure safety and health;

- (c) The *Contractor / Contractor has given written notification to the Sub-contractor requiring the Sub-contractor to rectify any failure in the proper and full implementation of the Safety Plan, and the Sub-contractor has failed to rectify within a reasonable time;
- (d) The Sub-contractor has failed to rectify the defects and deficiencies identified in the weekly safety walk within the agreed time; or
- (e) The Senior Management of Sub-contractor has failed to attend the weekly safety walk as required by the Sub-contract.
- xx.14 No measurement and payment shall be made for the items "attend weekly safety walk" if the corresponding work item in the main Contract is not measured and paid for due to unsatisfactory performance on site safety by the Sub-contractor.

Itemisation

xx.15 Separate items shall be provided for "attend weekly safety walk" in accordance with **General Principles paragraphs 3 and 4 [amend or modify as appropriate to suit the Sub-contract] and the following:

Gro	oup Fea	ature
I	1.	Attend weekly safety walk

Attend Weekly Safety Walk xx.16 The item for "attend weekly safety walk" shall, in accordance with **General Preambles paragraph 2 [amend or modify as appropriate to suit the Sub-contract], include for:

Item Coverage (a) implementation and upkeeping of all measures stipulated in Sub-contract related to site safety, the Safety Plan of the *Contractor / Contractor and safety plan of Sub-contractor, and maintaining the effectiveness of all such provisions for the duration of the Sub-contract:

- (b) attendance of safety inspection in the weekly safety walk by the Senior Management of Sub-contractor as required by the Sub-contract;
- (c) rectification of the deficiencies identified in the weekly safety walk to the satisfaction of the *Contractor / Contractor within the agreed timeframe; and
- (d) reporting at the Site Safety Committee and/or Site Safety Management Committee meeting and submission of photographs to the *Contractor / Contractor on the status of actions taken regarding the rectification of the deficiencies identified in the weekly safety walk.

ARRANGE WORKERS TO ATTEND SAFETY TRAINING

Units

xx.17 The units of measurement shall be:

- (i) arrange workers to attend safety training in the form of site specific induction training month

Measurement

- xx.18 The measurement for "arrange workers to attend safety training in the form of site specific induction training" shall be made for those within the period from the date of commencement of works of the Sub-contract until the date for completion of the works of the Sub-contract or extended date for completion of the works of the Sub-contract or an earlier or later date notified by the *Contractor / Contractor.
- xx.19 No measurement and payment shall be made for the items "arrange workers to attend safety training in the form of site specific induction training" if the corresponding work item in the main Contract is not measured and paid for due to unsatisfactory performance on site safety by the Sub-contractor.

- xx.20 No measurement shall be made for the item "arrange workers to attend safety training in the form of site specific induction training" in a month if there were no workers employed on the works of the Sub-contract or in connection with the Sub-contract who have attended the site specific induction training or its refresher.
- xx.21 The measurement for "arrange workers to attend safety training in the form of toolbox talks" shall be made for those within the period from the date of commencement of works of the Sub-contract until the date for completion of the works of the Sub-contract or extended date for completion of the works of the Sub-contract or an earlier or later date notified by the *Contractor / Contractor.
- xx.22 No measurement and payment shall be made for the items "arrange workers to attend safety training in the form of toolbox talks" if the corresponding work item in the main Contract is not measured and paid for due to unsatisfactory performance on site safety by the Sub-contractor.
- xx.23 No measurement shall be made for the item "arrange workers to attend safety training in the form of toolbox talks" in a month if the number of individual workers employed on the works of the Sub-contract or in connection with the Sub-contract who have attended safety training in the form of toolbox talks is less than 70% of the average number of workers employed on the works of the Sub-contract or in connection with the Sub-contract working at the Site in that month. For the avoidance of doubt, the average number of workers employed on the works of the Sub-contract or in connection with the Sub-contract working at the Site in a month shall be the quotient of the total number of man-days worked for the Sub-contract in that month divided by the number of working days within that month.

Itemisation

xx.24 Separate items shall be provided for "arrange workers to attend safety training" in accordance with **General Principles paragraphs 3 and 4 [amend or modify as appropriate to suit the Sub-contract] and the following:

Group	Feature				
Ι	Arrange workers to attend safety training				
II	 in the form of site specific induction training in the form of toolbox talks 				

Arrange
workers to
attend safety
training in the
form of site
specific
induction
training

xx.25 The items for "arrange workers to attend safety training in the form of site specific induction training" shall, in accordance with **General Preambles paragraph 2 [amend or modify as appropriate to suit the Sub-contract], include for:

(a) all necessary administration to arrange the workers to attend the site specific induction training and its refresher organized by the Contractor in accordance with the Sub-contract.

Arrange
workers to
attend safety
training in the
form of
toolbox talks

- xx.26 The items for "arrange workers to attend safety training in the form of toolbox talks" shall, in accordance with **General Preambles paragraph 2 [amend or modify as appropriate to suit the Subcontract], include for:
 - (a) all necessary administration to arrange the workers to attend the toolbox talks organized by the Contractor in accordance with the Sub-contract.

ARRANGE WORKERS TO PARTICIPATE IN PRE-WORK ACTIVITIES OF SITE SAFETY CYCLE

Units

- xx.27 The unit of measurement shall be:
 - (a) arrange workers to participate in Pre-work Activities of Site Safety Cycle month

Measurement

- xx.28 Subject to clauses xx.30 to xx.31 below, the measurement for "arrange workers to participate in Pre-work Activities of Site Safety Cycle" shall be made for those within the period from the date of commencement of the Work of the Sub-contract until the date for completion of the works of the Sub-contract or extended date for completion of the works of the Sub-contract or an earlier or later date notified by the *Contractor / Contractor, with the set of the following Pre-work Activities performed in accordance with Sub-contract:
 - (i) Pre-work Exercise and Safety (PES) meetings;
 - (ii) Hazard Identification Activity (HIA) meetings; and
 - (iii) Pre-work Safety Checks.
- xx.29 No measurement shall be made for the item "arrange workers to participate in Pre-work Activities of Site Safety Cycle" in a month if the number of individual workers employed on the works of the Sub-contract or in connection with the Sub-contract who have participated in Pre-work Activities of Site Safety Cycle is less than 70% of the average number of workers employed on the works of the Sub-contract or in connection with the Sub-contract working at the Site in that month. For the avoidance of doubt, the average number of workers employed on the works of the Sub-contract or in connection with the Sub-contract working at the Site in a month shall be the quotient of the total number of man-days worked for the Sub-contract in that month divided by the number of working days within that month.

xx.30 No measurement and payment shall be made for the items "arrange workers to participate in Pre-work Activities of Site Safety Cycle" if the corresponding work item in the main Contract is not measured and paid for due to unsatisfactory performance on site safety by the Sub-contractor.

Itemisation

xx.31 Separate item shall be provided for "arrange workers to participate in Pre-work Activities of Site Safety Cycle" in accordance with **General Principles paragraphs 3 and 4 [amend or modify as appropriate to suit the Sub-contract] and the following:

Group	Feature
Ι	Arrange workers to participate in Pre-work Activities of Site Safety Cycle

Arrange
workers to
participate in
Pre-work
Activities of
Site Safety
Cycle

- xx.32 The item for "arrange workers to participate in Pre-work Activities of Site Safety Cycle" shall, in accordance with **General Preambles paragraph 2 [amend or modify as appropriate to suit the Sub-contract], include for:
 - (a) all necessary administration to arrange workers to participate in Pre-work Activities of Site Safety Cycle organized by the Contractor in accordance with the Sub-contract.

Pay for Safety Scheme to Subcontractors Appendix 1 - Sample Subcontract Bills of Quantities / Schedule of Rates

Item No. @	Description @	Quantity*	Unit	Rate^	Total Allocation @ (% of contract value)
A	Attend Site Safety Management Committee Meeting		mth		0.05%
В	Attend Site Safety Committee Meeting		mth		0.05%
С	Attend weekly safety walk		nr		0.15%
D	Arrange workers to attend safety training in the form of site specific induction training		mth		0.05%
Е	Arrange workers to attend safety training in the form of toolbox talks		mth		0.2%
F	Arrange workers to participate in Pre-work Activities of Site Safety Cycle		mth		0.5%
	Total	to Collection	Sheet		1.0%#

Note:

- # The *Contractor* must allocate at least 1% of the estimated subcontract sum/total estimated expenditure excluding the Contingency Sum for the payment PFSS to Subcontractors.
- * Estimated duration/quantity of work (to be inserted by the *Contractor* / Contractor for contracts with Bills of Quantities.)
- ^ To be fixed by the *Contractor* / Contractor as a pre-priced item
- @ The item number and description in the first and second columns and the contract value allocation in the last column are for reference only and the *Contractor* may adjust any of the above to suit the relevant nature of the Sub-contract.

mth month

nr number

Sample Summary of Tender for Lump Sum Contract for <u>Pay for Safety Scheme to Subcontractors</u>

(Showing how the Provisional Sum is Included)

		Page	\$	¢
1.	SPECIFICATION PRELIMINARIES		()&	
2.	SCHEDULE OF RATES (to be submitted by the Contractor)			
	Section A – Permanent Works Type A		()&	
	Section B – Permanent Works Type B		()&	
	Section C –Permanent Works Type C		()&	
3.	PROVISIONAL SUM			
	Provide the following sum to be expended in part or in			
	whole as directed by the *Contractor/Contractor [Please			
	amend as appropriate] or wholly deducted from the			
	Contract Sum if not required.			
	Provide the Provisional Sum of [1.0% of total estimated		@t4.00/e	
	expenditure] for establishing and implementing the Pay		[@] [1.0% of	
for Safety Scheme	for Safety Scheme to Subcontractors	sum	total estimated expenditure]	
4.	CONTINGENCY SUM			
	Contingency Sum	sum	%2,000,000	00
	TOTAL CARRIED TO FORM OF TEN	DER \$		

Note:

- & Amount to be inserted by the tenderer
- % Amount fixed by the *Contractor/Contractor [Please amend as appropriate]
- @ This sum shall match with that in the Schedule of Rates (prepared in accordance with the sample Schedule of Rates in Appendix 1 of Annex C(iv)) and provided to the tenderers.