



**The Government of the Hong Kong Special Administrative Region
Development Bureau**

***Survey on Payment Practice in
the Construction Industry***

Executive Summary

**Prepared by
MOV Data Collection Centre Limited**



August 2012

Summary of Key Findings

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Background

1. The Development Bureau (DevB) commissioned the MOV Data Collection Centre Limited (MOV) to conduct an industry-wide Survey on Payment Practice in the Construction Industry (“the Survey”) in 2011. The Census and Statistics Department (C&SD) had provided technical support on survey design and monitoring the quality of survey data throughout the Survey.

Survey Objectives

2. The Survey was conducted with two main objectives: (i) to assess the scope and magnitude of payment problems prevailing in the construction industry, and (ii) to seek views of stakeholders of the supply chain on the effectiveness of possible administrative and legislative measures to improve payment practice in the construction industry in Hong Kong.

Survey Coverage

3. The Survey covered some 8 100 companies in the supply chain of the construction industry, comprising the following five main types of operators:

- (a) Private sector developers and public sector employers
- (b) Consultants
- (c) Main contractors
- (d) Sub-contractors (including specialist sub-contractors and general trade sub-contractors)
- (e) Suppliers (e.g. suppliers of construction materials)

4. The Survey collected a wide range of information of contracts, payment schedule and progress payments, conditional payment practice and construction disputes in respect of construction works (including supply of goods and services) carried out in Hong Kong during the two-year period between 1 January 2009 and 31 December 2010. (“the reference period”). The Survey also collated views of different types of operators on prevailing payment problems and effectiveness of possible measures to improve payment practice in the construction industry in Hong Kong.

Data Collection Method and Enumeration Results

5. Survey data were mainly collected through face-to-face interviews during personal visits to some 1 900 sampled companies selected based on scientific sampling method. A set of five questionnaires had been designed to cater for the specific nature of the five different types of operators in the supply chain of the construction industry.

6. The main fieldwork was carried out between 18 April and 15 August 2011. A total of 1 221 companies were successfully interviewed and the overall response rate was 64%. Through statistical inference, for each type of operator, data from the sample survey were properly weighted by their respective grossing-up factors to obtain the population estimates representing all companies in respect of the particular type of operator concerned.

Key Findings

A. Sub-Contracting in the Construction Industry, Timeliness of Certifying and Settling Payments, Quantum of Outstanding Payments and Stakeholders' Views on Payment Problems in Construction Industry in Hong Kong

A1. Prevalence of Sub-contracting in the Construction Industry

7. Sub-contracting was prevalent in construction industry; during the reference period –

- (a) 92% of main contractors had sub-contracted construction works to sub-contractors;
- (b) 60% of sub-contractors had sub-contracted construction works to sub-sub-contractors; and
- (c) 68% of consultants had engaged sub-consultants.

8. The Survey revealed that 5% of main contractors were subsidiary or affiliated companies of private sector developers. The outstanding payment as percentage of business receipts for these subsidiary or affiliated main contractors was 3%, markedly lower than the average of 8% for all main contractors.

A2. Timeliness of Certifying and Settling Payments

9. The average actual durations taken for certification and settlement of progress payments for various types of operators ranged from 41 days to 50 days, which were generally longer than the progress payment due dates specified in contracts. (Table 1)

10. The average actual durations taken for certification and settlement of final payments for various types of operators ranged from 3 months to 12 months which were generally longer than the final account payment schedule specified in contracts. (Table 1)

Table 1 Comparison between actual durations taken and contractually specified due dates for certification and settlement of progress payments and final account payments by types of operators

Average actual durations * versus Average specified due dates				
Progress payment	41 days vs 32 days	50 days vs 36 days	48 days vs 31 days	50 days vs 34 days
Final account payment	12 months vs 9 months	12 months vs 10 months	9 months vs 7 months	3 months vs 3 months

** Figures refer to only those companies with progress payment or final account payment due dates specified in contracts*

11. While the average actual durations taken for certification and settlement of progress payments and final account payments were generally longer than the average due dates specified in contracts for the various types of operators, the majority of main contractors (73%), sub-contractors (60%), consultants (63%) and suppliers (84%) considered that the actual durations taken by their upper-tier parties for certification and settlement of progress payments were acceptable. Also, the proportions of main contractors, sub-contractors, consultants and suppliers who considered the actual durations taken by their upper-tier parties for certification and settlement of final account payments acceptable were relatively larger in comparison with those who considered otherwise. (Table 2)

Table 2 Stakeholders' view on acceptability of timeliness for certification and settlement of progress payments and final account payments by upper-tier parties by types of operators

	Main contractor			Sub-contractor			Consultant			Supplier		
	Yes	No	No comment	Yes	No	No comment	Yes	No	No comment	Yes	No	No comment
Progress payment	73%	24%	3%	60%	35%	5%	63%	25%	12%	84%	15%	1%
Final payment	48%	34%	18%	43%	37%	20%	41%	34%	25%	42%	17%	41%

“Yes” means acceptable and “No” means not acceptable.

A3. Quantum of Outstanding Payments

12. To assess the magnitude of payment problems encountered by various types of operators of the construction industry, a snap-shot approach was adopted where companies were requested to provide data on (a) the sums of payments (including progress payments and final account payments) applied based on the last payment applications (with delineation by public and private works contracts) in 2009 and 2010 respectively, and (b) the corresponding sums of payments (including progress payments and final account payments) these companies actually received from their upper-tier parties. Intuitively, the difference between the total amount of payments applied and the corresponding total amounts actually received can be construed as the quantum of outstanding payments for different types of operators in 2009 and 2010.

13. According to the survey findings, the average outstanding payments per annum for the reference period were HK\$9.4 billion for main contractors, HK\$9.9 billion for sub-contractors, HK\$1.4 billion for consultants and HK\$0.4 billion for suppliers. As a relative measure in terms of total outstanding payments as a percentage of total business receipts, sub-contractors recorded the highest percentage (12%), followed by consultants (10%), main contractors (8%) and suppliers (5%). (Table 3)

Table 3 Quantum of outstanding payments by types of operators

Type of works	Main Contractor			Sub-contractor			Consultant			Supplier		
	Public	Private	Overall	Public	Private	Overall	Public	Private	Overall	Public	Private	Overall
Amounts of outstanding payments (\$ billion)	4.4	5.0	9.4 *	4.0	5.9	9.9 *	0.6	0.8	1.4	0.1	0.3	0.4
As % of total business receipts	8%			12%			10%			5%		

* The amounts of outstanding payment of main contractors and sub-contractors are susceptible to overlapping due to conditional payment in the sub-contracting chain. Adding up the two figures would result in double counting.

14. It is worth noting that the differences between the total payments applied and the corresponding total amounts actually received were taken as the quantum of outstanding payments, without any adjustments for possible legitimate reduction of retention money. A sensitivity analysis was conducted to assess the possible margin of approximation due to the inclusion of retention money in outstanding payments. In general, the effect of retention money on the estimates of outstanding payments of the whole construction industry was insignificant. More details of the sensitivity analysis are given in Chapter 4 of this report.

15. In the Survey, for the reported differences between total payments applied and total payments actually received, companies were asked to provide breakdowns by reasons, including various types of disagreements or disputes, delay in certification and settlement of payments and withholding of retention money, by making reference to relevant works contract which was the major contributor for the reported differences in payments.

16. The Survey revealed that disagreements or disputes were the most major reason for payment problems encountered by main contractors, sub-contractors and consultants, which amounted to 72%, 59% and 57% of the total outstanding payments reported by main contractors, sub-contractors and consultants respectively. However, delay in certification and settlement of payments was the most major reason for payment problems encountered by suppliers, which amounted to 75% of the total outstanding payments reported by suppliers.

17. The Survey also revealed that a fairly large proportion of the suppliers (54%) and consultants (51%) did not have any outstanding payments due from their upper-tier parties during the reference period (i.e. the difference between the payments applied and the actual payment received for the last progress payment applications in 2009 and 2010 were both reported as nil). The proportions of main contractors and sub-contractors who reported to have no outstanding payments due from their upper-tier parties during the reference period were 31% and 25% respectively. (Table 4)

Table 4 Percentage of companies without any outstanding payments due from upper-tier parties during the reference period by types of operators

	Main contractor	Sub-contractor	Consultant	Supplier
% of companies without any outstanding payments in 2009 and 2010	31%	25%	51%	54%

18. Given the fact that disagreements and disputes between the contracting parties are subject to subsequent determination of entitlement and valuation, the quantum of outstanding payments stated in Table 3 above should reflect the upper bound of the genuine amount of outstanding payment withheld by upper-tier parties.

A4. Stakeholders' Views on Payment Problems in Construction Industry in Hong Kong

19. Stakeholders' general views on the seriousness of payment problem in the construction industry in Hong Kong were divergent. A fairly large proportion of sub-contractors (57%) considered payment problem in the construction industry as very serious or serious. On the other hand, a fairly large proportion of developers/employers (67%) and consultants (52%) considered payment as a minor problem or not a problem. For main contractors and suppliers, the proportion considered payment as a very serious problem or serious problem was more or less the same as the proportion considered payment as minor problem or not a problem. (Table 5)

Table 5 Stakeholders' views on payment problem in the construction industry in Hong Kong by types of operators

Stakeholders' views	Developer/ Employer	Main contractor	Sub-contractor	Consultant	Supplier
A very serious problem	1%	11%	16%	8%	14%
A serious problem	7%	34%	41%	29%	35%
A minor problem	36%	26%	30%	40%	36%
Not a problem	31%	20%	9%	12%	15%
No comment	25%	9%	4%	11%	-
Total	100%	100%	100%	100%	100%

B. Analysis on Possible Factors affecting Payment Problems in the Construction Industry

BI. Use of Written Contracts and Provisions for Payment Due Date

20. The use of written contracts was common in the construction industry. On the other hand, the Survey also revealed that oral contracts had also been used by some small-sized main contractors and sub-contractors.

- (a) 95% of main contractors entered into written contracts with their upper-tier parties. For those main contractors who had engaged in sub-contracting, 89% of them entered into written contracts with their sub-contractors. (Table 6)
- (b) 87% of sub-contractors entered into written contracts with their upper-tier parties. For those sub-contractors who had engaged in sub-contracting, 64% of them had entered into written contracts with their sub-sub-contractors. (Table 6)
- (c) All consultants entered into written contracts with their upper-tier parties as well as their sub-consultants. (Table 6)

Table 6 Prevalence of use of written contracts for construction works by types of operators

	Developer/Employer	Main contractor	Sub-contractor	Consultant	Supplier
With upper-tier parties	N/A	95%	87%	100%	66%
With lower-tier parties	73% (Main contractor) 91% (Consultant) 100% (Supplier)	89%	64%	100%	N/A

21. For the majority of main contractors (94%), subcontractors (77%), consultants (74%) and suppliers (78%), progress payment due dates were specified in contracts with their upper-tier parties. The average (mean) progress payment due dates specified ranged from 31 to 36 days for different types of operators. (Table 7)

Table 7 Specification of progress payment due dates in contracts with upper-tier parties by types of operators

Contractual specification of progress payment schedule	Main contractor	Sub-contractor	Consultant	Supplier
Progress payment due date specified in contracts (% of companies)	94%	77%	74%	78%
Average progress payment due date specified (days)	32	36	31	34

22. About three-quarters of main contractors (77%) reported that final account payment due dates were specified in contracts with their upper-tier parties. The corresponding proportions of companies were relatively smaller for sub-contractors (58%), consultants (35%) and suppliers (45%). The average (mean) final account payment due dates specified in contracts ranged from 3 to 10 months for different types of operators. (Table 8)

Table 8 Specification of final account payment due dates in contracts with upper-tier parties by types of operators

Contractual specification of final account payment due dates	Main contractor	Sub-contractor	Consultant	Supplier
Final account payment due dates specified in contracts (% of companies)	77%	58%	35%	45%
Average final account payment due dates specified (no. of months)	9	10	7	3

23. Further analysis was conducted to examine the payment problems for main contractors and sub-contractors with and without entering into written contracts with upper-tier parties.

24. For main contractors who had entered into written contracts with upper-tier parties, their average outstanding payment as percentage of business receipts was 9%, markedly higher than the 4% reported by those main contractors without entering into written contracts with upper-tier parties. Also, 24% of them encountered major disputes during the reference period and 49% of them perceived payment problems in the construction industry as very serious or serious, significantly higher than the figures reported by those without entering into written contracts with upper-tier parties. (Table 9)

Table 9 Payment problems for main contractors with and without entering into written contracts with upper-tier parties

	Main Contractor	
	With written contracts with upper-tier parties	Without written contracts with upper-tier parties
Proportion of companies	95%	5%
Outstanding payment as % of business receipts	9%	4%
Proportion of companies encountered major payment disputes with upper-tier parties	24%	1%
Payment problems perceived as very serious or serious	49%	-

25. For sub-contractors who had entered into written contracts with upper-tier parties, their average outstanding payment as percentage of business receipts was 12%, markedly higher than the 8% reported by those sub-contractors without entering into written contracts with upper-tier parties. Also, 26% of them had encountered major disputes during the reference period and 58% of them perceived payment problems in the construction industry as very serious or serious, significantly higher than the figures reported by those without entering into written contracts with upper-tier parties. (Table 10)

Table 10 Payment problems encountered by sub-contractors with and without entering into written contracts with upper-tier parties

	Sub-contractor	
	With written contracts with upper-tier parties	Without written contracts with upper-tier parties
Proportion of companies	87%	13%
Outstanding payment as % of business receipts	12%	8%
Proportion of companies encountered major payment disputes with upper-tier parties	26%	22%
Payment problems perceived as very serious or serious	58%	48%

26. Whilst the use of written contracts was prevalent in the construction industry, oral contracts had still been used. Based on the information collected from main contractors and sub-contractors, almost all of the main contractors and sub-contractors involved in these oral contracts were small-size companies (with total number of employees not exceeding 10).

27. The Survey also revealed that, when comparing with those cases involving written contracts, contracting parties in oral contracts had encountered lesser payment problems. This might be attributable to the small values of works involved, which were relatively simple and straightforward in nature with relatively short contract periods. Another possible reason was that the contracting parties, who elected not to enter into written contracts, might have established mutual trust and long-term relationship with each other. All of these were conducive to the avoidance and resolution of payment problems.

B2. Use of Conditional Payment Practice

28. Conditional payment practice such as “pay if/when paid” was prevalent in the construction industry. Such provision was either explicitly stated in contracts or adopted as an established practice in the construction industry even though it was not specified in the contracts.

29. 50% of sub-contractors indicated that such practice was adopted by their upper-tier parties, with 21% having the ‘pay if/when paid’ provision specified in the contracts and 29% having such practice adopted by the upper-tier parties even though it was not specified in contracts. (Table 11)

30. 50% of consultants indicated that such practice was adopted by their upper-tier parties, with 36% having the ‘pay if/when paid’ provision specified in contracts and 14% having such practice adopted by their upper-tier parties even though it was not specified in contracts. (Table 11)

31. 39% of main contractors had adopted the “pay if/when paid” practice in contracts with sub-contractors, with 31% having such provision specified in contracts and 8% having adopted such practice even though it was not specified in contracts. (Table 11)

32. 16% sub-contractors indicated that such practice was adopted in contracts with their sub-sub-contractors, with 8% having specified such provision in contracts and another 8% having adopted such practice even though it was not specified in contracts. (Table 11)

33. 76% of consultants had adopted conditional payment practice in contracts with their sub-consultants, with 47% having such provision specified in contracts and 29% having adopted such practice even though it was not specified in contracts. (Table 11)

Table 11 Prevalence of the use of conditional payment practice by types of operators

Conditional payment practice	Main contractor	Sub-contractor	Consultant
<i>Adopted by upper tier parties:</i>			
Conditional payment practiced	N/A	50%	50%
- Provision made in contract	N/A	21%	36%
- Practiced even not under provision in contract	N/A	29%	14%
<i>Adopted in contracts with lower tier parties:</i>			
Conditional payment practiced	39%	16%	76%
- Provision made in contract	31%	8%	47%
- Practiced even not under provision in contract	8%	8%	29%

34. Further analysis indicated that payment problems were more serious in those contracts adopting “pay when/if paid” practice. For those sub-contractors with “pay when/if paid” practice adopted by upper-tier parties, their average outstanding payment as percentage of business receipts was 13%, markedly higher than the 9% reported by those sub-contractors whose upper-tier parties had not adopted such practice. Also, 36% of them encountered major disputes and 73% of them perceived payment problems in the construction industry as

very serious or serious, significantly higher than the figures reported by those sub-contractors whose upper-tier parties had not adopted such practice. (Table 12)

Table 12 Analysis on sub-contractors with and without “pay when/if paid” practice adopted by upper-tier parties

	Sub-contractor	
	whose upper-tier parties had adopted “pay when/if paid” practice	whose upper-tier parties had NOT adopted “pay when/if paid” practice
Proportion of companies	50%	50%
Outstanding payment as % of business receipts	13%	9%
Proportion of companies encountered major or multiple payment disputes with upper-tier parties	36%	13%
Payment problems perceived as very serious or serious	73%	39%

35. Based on similar analysis for consultants and suppliers, it is observed that payment problems were found to be more serious in those contracts adopting the “pay if/when paid” practice. (Table 13 & Table 14)

Table 13 Analysis on consultants with and without “pay when/if paid” practice adopted by upper-tier parties

	Consultant	
	whose upper-tier parties had adopted “pay when/if paid” practice	whose upper-tier parties had NOT adopted “pay when/if paid” practice
Proportion of companies	50%	50%
Outstanding payment as % of business receipts	10%	9%
Proportion of companies encountered major or multiple payment disputes with upper-tier parties	16%	6%
Payment problems perceived as very serious or serious	42%	30%

Table 14 Analysis on suppliers with and without “pay when/if paid” practice adopted by upper-tier parties

	Supplier	
	whose upper-tier parties had adopted “pay when/if paid” practice	whose upper-tier parties had <u>NOT</u> adopted “pay when/if paid” practice
Proportion of companies	49%	51%
Outstanding payment as % of business receipts	5%	5%
Proportion of companies encountered major or multiple payment disputes with upper tier parties	32%	11%
Payment problems perceived as very serious or serious	72%	24%

36. Stakeholders’ views on the use of “pay if/when paid” payment practice were divergent; a larger proportion of developers/employers (30%), main contractors (53%) and consultants (44%) considered such practice acceptable/reasonable. However, it should be noted that a significant proportion of companies of these types of operators (ranging from 26% to 51%) did not express their views. On the other hand, the majority of sub-contractors (74%) and suppliers (79%) considered such conditional payment practice not acceptable/not reasonable. (Table 15)

Table 15 Stakeholders’ views on “pay if/when paid” payment practice in the construction industry by types of operators

Stakeholders’ views on “pay if/when paid” payment practice	Developer/ Employer	Main contractor	Sub-contractor	Consultant	Supplier
Acceptable/reasonable	30%	53%	16%	44%	14%
Not acceptable/not reasonable	19%	21%	74%	25%	79%
No comment	51%	26%	10%	31%	7%

B3. Provisions for Alternative Dispute Resolution Methods in Contracts

37. When asked whether express provision for alternative dispute resolution (ADR) methods was usually specified in contracts with upper-tier parties, the majority of main contractors (61%) and consultants (60%) answered in the affirmative. The corresponding proportion was 29% for sub-contractors and 13% for suppliers. (Table 16)

38. Specification of ADR methods was less common in contracts at the lower tiers of the supply chain. About one-third of main contractors (29%) and consultants (37%) had made

such provisions in contracts with their lower-tier parties. The corresponding proportion was much smaller for sub-contractors (9%). (Table 16)

Table 16 Specification of ADR methods in contracts by types of operators

	Developer /Employer	Main contractor	Sub-contractor	Consultant	Supplier
In respect of contracts with upper-tier parties:					
Provision of ADR methods specified in contracts	N/A	61%	29%	60%	13%
In respect of contracts with lower-tier parties:					
Provision of ADR methods specified in contracts	44%(contractor) 54%(consultant) 38%(supplier)	29%	9%	37%	N/A

39. Among the various types of ADR methods, negotiation was the most commonly adopted method for resolving construction disputes (ranging from 79% to 94% for public works contracts and 91% to 97% for private works contracts), followed by mediation (ranging from 18% to 39% for public works contracts and 18% to 28% for private works contracts). (Table 17)

Table 17 Percentage of companies adopting the ADR methods for dispute resolution by types of operators

	Developer /Employer	Main contractor	Sub-contractor	Consultant	Supplier
Public works (% of companies adopted the ADR method for Dispute Resolution)					
Negotiation	100%(contractor) 76%(consultant) 100%(supplier)	93%	94%	86%	79%
Mediation	56%(contractor) 32%(consultant) - (supplier)	23%	18%	23%	39%
Private works (% of companies adopted the ADR method for Dispute Resolution)					
Negotiation	94%(contractor) 100%(consultant) 100%(supplier)	96%	94%	97%	91%
Mediation	28%(contractor) 13%(consultant) - (supplier)	28%	18%	23%	22%

40. Among the various types of ADR methods, negotiation was the mostly advocated ADR method by all types of operators (ranging from 88% to 93% for public works contracts

and 84% to 99% for private works contracts), followed by mediation (ranging from 53% to 59% for public works contracts and 54% to 61% for private works contracts). (Table 18)

Table 18 Percentage of companies considering the ADR methods as very effective or effective for dispute resolution by types of operators

	Developer /Employer	Main contractor	Sub- contractor	Consultant	Supplier
Public works (% companies consider the approach as very effective/effective)					
Negotiation	100%(contractor) 82%(consultant) 100%(supplier)	93%	89%	92%	88%
Mediation	72%(contractor) 68%(consultant) 50%(supplier)	59%	54%	53%	56%
Private works (% companies consider the approach as very effective/effective)					
Negotiation	95%(contractor) 95%(consultant) 100%(supplier)	84%	92%	94%	99%
Mediation	48%(contractor) 42%(consultant) - (supplier)	54%	61%	57%	60%

41. Based on analysis between companies with and without provisions for ADR specified in contracts, it was noted that sub-contractors and consultants had encountered less serious payment problems when their contracts with the upper-tier parties contained ADR provisions. However, main contractors had encountered more serious payment problems when their contracts with the upper-tier parties contained ADR provisions. (Table 19)

Table 19 Outstanding payments as percentages of business receipts by whether provision for ADR was specified in contracts by types of operators

Contractual arrangement for resolving construction disputes (in respect of the contracts with the upper tier)	Outstanding payment as % of business receipts		
	Main contractor	Sub-contractor	Consultant
With contractual provision for ADR	9%	9%	8%
Without contractual provision for ADR	7%	10%	12%

42. In the light of the fact that mediation and arbitration were the most common ADR methods specified in contracts, it appeared that specification of ADR provisions in contracts might not be a major factor affecting payment problems.

C. Stakeholders' Views on Effectiveness of Legislative and Administrative Measures to Secure Payments in Construction Industry

43. In the Survey, brief descriptions of examples of administrative measures and common features of overseas Security of Payment (SoP) legislation to secure payments in the construction supply chain (**Annex III**) were presented to the sampled companies who were then asked about their general views on the effectiveness of using administrative measures and legislative measures to secure payment in the construction industry in Hong Kong.

44. In public works, both administrative and legislative measures were generally considered very effective or effective to improve payment problems in contracts. In private works, a larger proportion of companies in respect of all types of operators considered legislative measures very effective or effective, as compared with the corresponding proportions for administrative measures. (Table 20)

Table 20 Stakeholders' views on effectiveness of legislative measures and administrative measures to secure payments in the construction industry in Hong Kong by types of operators

(a) Stakeholders' views on effectiveness of administrative measures

	Private Sector Developer	Public Sector Employer	Main contractor	Sub-contractor	Consultant	Supplier
<i>In respect of public works contracts:</i>						
Very effective	1%	3%	4%	4%	4%	-
Effective	51%	81%	41%	54%	57%	64%
Not quite effective	16%	11%	19%	22%	12%	13%
Not effective	5%	-	16%	15%	13%	2%
No comment	27%	5%	20%	5%	14%	21%
Total	100%	100%	100%	100%	100%	100%
<i>In respect of private works contracts:</i>						
Very effective	-	-	-	4%	4%	-
Effective	21%	31%	29%	49%	51%	40%
Not quite effective	27%	39%	31%	22%	18%	19%
Not effective	20%	5%	22%	19%	16%	20%
No comment	32%	25%	18%	6%	11%	21%
Total	100%	100%	100%	100%	100%	100%

(b) Stakeholders' views on effectiveness of legislative measures

	Private Sector Developer	Public Sector Employer	Main contractor	Sub-contractor	Consultant	Supplier
<i>In respect of public works contracts:</i>						
Very effective	-	11%	11%	22%	9%	22%
Effective	49%	59%	40%	53%	49%	56%
Not quite effective	4%	11%	18%	13%	21%	9%
Not effective	12%	11%	10%	6%	8%	-
No comment	35%	8%	21%	6%	13%	13%
Total	100%	100%	100%	100%	100%	100%
<i>In respect of private works contracts:</i>						
Very effective	-	11%	9%	20%	11%	17%
Effective	22%	47%	39%	53%	49%	50%
Not quite effective	21%	6%	21%	14%	17%	14%
Not effective	15%	11%	10%	7%	12%	6%
No comment	42%	25%	21%	6%	11%	13%
Total	100%	100%	100%	100%	100%	100%