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Date 日期 : 2018 年 8 月 7 日

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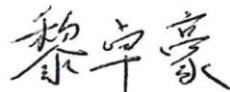
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政府帳目委員會  
考慮審計署署長第七十號報告書第八章  
八號幹線沙田段

謝謝你於 2018 年 7 月 24 日的來信。就有關上述審計報告中提及的合約 C，現附夾信中要求提供的資料及回應。

土木工程拓展署署長

( 黎卓豪  代行 )

附件

副本送:

發展局局長 (傳真.2147 3691)  
運輸及房屋局局長 (傳真 2537 6519)  
路政署署長 (傳真 2714 5203)  
運輸署署長 (傳真 2802 2361)  
建築署署長 (傳真 2810 7341)  
機電工程署署長(傳真 2882 9042)  
財經事務及庫務局局長 (傳真 2147 5239)  
審計署署長 (傳真 2583 9063)

## (II) 土木工程拓展署

### 合約 C

- (a) 是否在招標文件中規定了合約 C 的支援期。如果是，請提供招標文件相關部分的摘錄。如果不是，為什麼不是呢？

合約 C 的特別規格 (Particular Specification) 條款 1.82(1) 及 1.82(6) 規管了提供支援期的要求，這兩項條款分別對應審計報告中的條款 B 和條款 A。現附上特別規格相關部分的摘錄。要留意特別規格第 1.82(1) 條中提到的工程部分 XVI 在審計報告中被稱為工程部分 4，而特別規格第 1.82(6) 條中提到的工程部分 VIII、IX 和 XI 則在審計報告中分別稱為工程部分 1、2 和 3。

- (b) 根據審計報告第 3.31 (c) 段，土木工程拓展署決定條款 B 在出現差異時優先於條款 A 的原因。通常的做法是由兩個分別的條款來規定支援期嗎？

根據合約 C 的特別規格條款 1.82(6) (即審計報告中的條款 A) 規定，承建商 C 應允許承建商 B 和 D 進入工地及進行為期 9 個月的機電工程和交通管制及監察系統工程，這意味著承建商 C 須在該 9 個月期間提供支援工程，例如在隧道內提供臨時照明和通風。但是特別規格條款 1.82(6) 的最後一句規定，承建商 C 須在特別規格條款 1.82(1) 規定的期限內保留佔有工地和執行保養工程 (包括支援工程)，即直到工程部分 XVI 完成或工程師所指示的較早日期為止 (審計報告中的條款 B)。由於條款 B 的要求是與工程部分 XVI 的完工日期有關，而該完工日期是根據一般工程合約條款第 49 條的規定自開工日期計算，而條款 A 僅規定了支援工作的時限，因此條款 B 應優先於條款 A。

合約如何規定支援期是取決於個別合約的具體需要和情況，應由合約草擬人選擇最合適的機制在合約文件中規定所需的支援期。

- (c) 因合約 C 縮短了支援期約為 7.5 個月而不是原先設想的九個月（見審計報告第 3.31 (d) 段）有否產生額外費用？

承建商是根據合約 C 工料清單(Bill of Quantities (BQ))的相關項目按月對提供支援工程落價，並按實際工作進行計算支付。所以，承建商僅按合約規定的實際提供支援工程時間收取費用，因此不會產生額外費用。

- (d) 土木工程拓展署署長在公開聆訊中表示，合約 C 的工料清單有八個月支援期的項目。祇有八個月支援期而不是原先設想的九個月的原因為何？

招標文件的工料清單內給投標者就有關支援工程落價的 8 個月估計數量是根據條款 B 規定的較短支援期（即 7.5 個月）計算。但是，支付提供支援工程是根據相關工料清單項目按實際工作計算。

- (e) 根據審計報告第 3.35 (b) 和 (c) 段，承建商 C 提供了 12 個月延長支援工作的時間。應採取甚麼措施以提高支援期估計的準確性，並消除草擬合約條款時的處理錯誤（審計報告第 3.34 (b) 段）？

政府要求負責有關工程項目的部門或其顧問，必須小心檢視有相互影響工程的施工時間表與有關工程項目的施工時間表的一致性。顧問把相關施工時間表加入招標文件前，必須向負責有關工程項目的部門徵詢意見。上述要求即將納入《土木工程管理手冊》內，以便實施。

- (f) 如何修改合約 C 的條款以準確反映支援期？

特別規格的條款可以簡單地修改，以規定工程部分 VIII，IX 和 XI 完工後，需提供 9 個月的支援期，而無須參考工程部分 XVI 的完工日期。

- (g) 根據審計報告第 3.40 及 3.41 段，請詳細說明為日後所有主要工務工程合約確保有相互影響工程施工時間表的一致性而須採取的措施

請參閱(e).

Reply to Part (II)(a)

(Extract of Particular Specification of Contract C)

ST89/02  
PS01/95  
08/02

ADDENDUM NO. 3  
PS Section 1  
General

(4) Record Photographs

Record photographs shall be clearly labelled to indicate the name of EBS, film roll number, frame number and date of exposure. Photographs specific for an EBS shall be compiled in an album with a jacket provided to house the relevant film negatives. If more than one roll of film is consumed for one EBS, the films shall be labelled in sequence for ease of reference.

(5) No piling or blasting works shall commence until the Contractor has agreed the findings of the survey work with the Engineer.

(6) When new defects are found in the houses or structures during the course of works, the Contractor shall suspend the works and notify the Engineer immediately. The Contractor shall appoint an independent Authorized Person / Registered Structural Engineer approved by the Engineer to investigate the cause of such defects. The Contractor shall prepare and submit an investigation report, with remedial measure and precautionary within 10 days thereafter.

(7) No piling or blasting works shall be resumed until the Contractor has identified the cause of defects and completed the remedial works. The Contractor shall revise the method of construction to prevent recurrence of similar defects in future.

Prohibition of the use  
of diesel hammers for  
percussive piling 1.81

The use of diesel hammers for percussive piling is prohibited.

Retain Possession of  
and upkeep the  
completed works 1.82

(1) The Contractor shall retain possession of and be responsible for upkeeping the completed Works as stipulated below in sub-clauses (2) to (10) until completion of section XVI or such earlier date as instructed by the Engineer.

(2) The Contractor shall substantially complete Section III of the Works, and shall carry out any outstanding work as soon as practicably after the issue of the certificates of completion or as reasonably directed by the Engineer. The Contractor shall then allow the R9K contractor to take possession of Portions 2A, 2B and 2C with the exception of the completed drainage works and the retaining walls therein which he shall retain possession of and upkeep for the duration as stipulated in sub-clause (1) above.

(3) The Contractor shall substantially complete Section IV of the Works and shall carry out any outstanding work as soon as practicably after the issue of the certificates of completion or as reasonably directed by the Engineer. The Contractor shall then allow the R9K contractor to take possession of Portions 3A, 3B and 3C with the exception of the completed drainage works therein which he shall retain possession of and upkeep for the duration as stipulated in sub-clause (1) above.

PS1/95

\* 委員會秘書附註：本文件只備英文本。



(4) The Contractor shall substantially complete Section V of the Works and carry out any outstanding work as soon as practicably after the issue of the certificates of completion or as reasonably directed by the Engineer. The Contractor shall then allow the R9K contractor to take possession of Portion 4 with the exception of the completed drainage works therein which he shall retain possession of and upkeep for the duration as stipulated in sub-clause (1) above.

(5) Upon the substantial completion of Sections VI and VII of the Works and the instruction of the Engineer, the Contractor shall allow the R9K contractor to :-

- take possession of the completed building structures above the transfer plate floor level and;
- access the site of works below the transfer plate floor of the buildings for the installation of E&M and TCSS works etc. therein for a period of 9 months. The works sequence of the installation of the E&M and TCSS works below the transfer plate floor of the buildings related to the painting, road surface finish and tunnel cladding installation between the Contractor and the R9K contractor to facilitate smooth implementation of the works for the approval of the Engineer. The Contractor shall retain possession of and upkeep the portion of the completed works below the transfer plate floor of the buildings and the associated retaining structures for the duration as stipulated in sub-clause (1) above.

(6) The Contractor shall substantially complete Sections VIII, IX and XI of the Works for the Sha Tin Heights Tunnel and the r.c. full enclosure to allow the R9K contractor to access the site and commence installation of E&M and TCSS works etc. inside the tunnel tubes and the r.c. full enclosures for a period of 9 months. The works sequence of the installation of the E&M and TCSS works etc. inside the tunnel tubes and the r.c. full enclosure related to the painting, road surface finish and tunnel cladding installation shall be co-ordinated between the Contractor and the R9K contractor to facilitate smooth implementation of the works for the approval of the Engineer. The Contractor shall retain possession of and upkeep the works substantially completed in the tunnel tubes and the r.c. full enclosures for the duration as stipulated in sub-clause (1) above.

(7) The Contractor shall substantially complete all the major bridge components and associated works as required for the proper functioning of a construction access, in replacing Temporary Access Road No.2, for use by the Contractor himself. The Contractor shall then retain possession of and upkeep the works substantially completed for Bridges N1, N2 and N3 for the duration as stipulated in sub-clause (1) above.

(8) The Contractor shall substantially complete Section XIV of the Works for Bridges N1, N2, N3, S1, S2 and S3 to allow the R9K contractor to access the site and commence installation of the E&M and TCSS works etc. thereto for a period of 9 months. The work sequence of the installation of the E&M and TCSS works etc. along the bridges related to the road surface finish, the noise panel installation and the finishing works to the bridges shall be co-ordinated between the Contractor and the R9K contractor to facilitate the smooth implementation of the works for the approval of the Engineer. The Contractor shall retain possession of and upkeep the works substantially completed for these bridges for the duration as stipulated in sub-clause (1) above.

(9) Upon the substantial completion of Section XV of the Works, the Contractor shall retain possession of and upkeep the completed foundations, traffic sign gantries, water mains, cable ducts and drawpit systems thereto for the duration as stipulated in sub-clause (1) above.

(10) Upkeeping works shall include but not exclusively, taking charge and care of the completed works, temporary ventilation and lighting, desilting, repairing of damage to the completed Works during the upkeeping period, cleaning and reinstatement before handover to the Employer or other parties.