# 機電工程署 🙋 EMSD

(譯本)

香港特別行政區政府 機電工程署

香港九龍啟成街3號

Electrical and Mechanical Services Department Government of the Hong Kong Special Administrative Region 3 Kai Shing Street, Kowloon, Hong Kong

www.emsd.gov.hk

Our reference 本署檔號: EMSD CRA/4-35/2/1 Part 4(E.5)(L/M)

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Your reference 來函檔號: CB4/PAC/R70

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立法會政府帳目委員會 香港中區立法會道 1 號 立法會綜合大樓 朱漢儒先生

朱先生:

政府帳目委員會 對審計署署長第七十號報告書 第8章 "八號幹線沙田段"的考慮

感謝 閣下於 2018 年 6 月 12 日的來函,要求本署提交來函附件中所列載提問的回應。

現謹附上本署就有關提問的回應。此外,本署回應的電腦檔案亦經以電郵方式,發送到 閣下來函中所列的電郵地址。

機電工程署署長

(王錫章 代行)

2018年6月22日

連附件

副本抄送 發展局局長 (傳真: 2147 3691)

運輸及房屋局局長 (傳真: 2537 6519)

財經事務及庫務局局長 (傳真: 2147 5239)

運輸署署長 (傳真: 2802 2361)

土木工程拓展署署長 (傳真: 2246 8708)

路政署署長 (傳真: 2714 5203) 建築署署長 (傳真: 2810 7341) 審計署署長 (傳真: 2583 9063)

# 政府帳目委員會 對審計署署長第七十號報告書 第8章"八號幹線沙田段"的考慮 機電工程署的回應

# (IV) 機電工程署

- (a) 根據審計報告第 4.11(c)段,由運輸署、路政署、機電工程署和建築署人員組成的政府監察小組,負責監察青沙管制區營辦商的表現。關於這方面,請告知:
  - (i) 各部門所負責的職責和範圍。是否有任何書面文件敍述這 些職責和範圍。如有,請提供該文件的副本:
  - 答: 機電工程署為運輸署轄下的青沙管制區,提供機電設施相關的專業諮詢、技術支援及監管服務,負責監督營辦商在機電系統和設備的運作及維修保養上的表現。本署的職責已明確載列於本署與運輸署所簽訂的服務水平協議內。服務水平協議中有關本署職責的摘錄,載於附件二。
  - (ii) 自青沙管制區的管理、營運和維修合約授予現有的營辦商 以來,各部門有否與現有營辦商和/或其他相關部門舉行會 議,以監察和審查營辦商的表現。如有,請提供會議的日 期和記錄:如果沒有,為什麼沒有:
  - 答: 自現有青沙管制區的管理、營運和維修合約生效以來,機 電工程署一直有與營辦商、運輸署及路政署每兩個月舉行 聯席會議,以監察機電系統運作及維修的情況,並檢討營 辦商的表現。有關會議日期的記錄如下:

會議編號	日期	會議編號	日期
1	2013 年 10 月	4	2014年4月17
	24 日		日
2	2013 年 12 月	5	2014年6月19
	19 日		日
3	2014年2月20	6	2014年8月21
	日		日

會議編號	日期	會議編號	日期
7	2014 年 10 月	16	2016年4月21
	23 日		日
8	2014 年 12 月	17	2016年6月23
	18 日		日
9	2015年2月12	18	2016年8月26
	日		日
10	2015年4月23	19	2016 年 10 月
	日		20 日
11	2015年6月25	20	2016 年 12 月
	日		22 日
12	2015年8月20	21	2017年2月16
	日		日
13	2015 年 10 月	22	2017年4月20
	22 日		日
14	2015 年 12 月	23	2017年6月22
	17日		日
15	2016年2月18	24	2017年8月24
	日		日

會議編號	日期	會議編號	日期
25	2017 年 10 月	27	2018年3月2
	19 日		日
26	2017 年 12 月		
	21 日		

(iii) 各部門在各自負責的範圍內是否有制定機制監察營辦商的表現。如 有,請提供該機制的副本;如没有,貴部門將如何履行其監察職責;

- 答: 機電工程署有職員定期駐守於青沙管制區,以監察營辦商的日常表現。除了上述(ii)項中提及的聯席會議外,本署亦會審閱營辦商每月提交的工作報告,實地視察及記錄營辦商的表現。此外,本署亦會將營辦商的表現反映在營辦商季度報告中。
- (b) 參照審計報告第4.16至4.18段和表十七,請告知:
  - (i) 機電工程署及路政署有否進行突擊檢查或查核記錄,以監察 各自職責範圍內的機電工程人員及公路維修保養人員的人 手編配;
  - 答: 機電工程署一直有透過核對營辦商於每月提交的人手編配報告、突擊檢查營辦商機電工程人員簽到記錄及點算人數,以監察營辦商有否遵從合約所訂明的機電工程人員的編配規定。
  - (ii) 在2013年9月至2017年1月期間,青沙管制區營辦商所聘 請屬於無須徵收人手短缺算定損害賠償的機電工程人員有 否出現短缺情況。如有,細節如何;
  - 答: 在青沙管制區合約的機電工程人員編配中,有 5 名人員屬於無須徵收人手短缺算定損害賠償的類別。根據青沙管制區營辦商每月提交的人手編配報告,這些人員的短缺情況(2013年9月至2017年1月)表列如下:

職位	短缺日期
工程經理(1名)	2015 年 1 月
機電工程師(1名)	2013年12月至2014年8月及
	2016年5月至2016年10月
電子工程師(1名)	沒有短缺
車輛工程師(1名)	沒有短缺
軟件工程師(1名)	2013 年 9 月及

- (c) 根據審計報告第 4.23 段,總人手編配為 483 人,當中 80 人為"替假"人員及只要青沙管制區營辦商能為每一輪所需更分編配足夠勝任的員工當值,合約內的"替假"人員的人手編配規定,則只是作參考用途。營辦商實際上須合共調配 403 名員工,當中 60 人屬於無須徵收人手短缺算定損害賠償的員工類別。關於這方面,請告知:
  - (i) 如果短缺的員工屬於無須徵收人手短缺算定損害賠償類別,有 關部門可採取哪些跟進行動/制裁措施;
  - 答:雖然只有在上述(b)(ii)項中提及的 5 名員工屬於無須徵收人手短缺算定損害賠償類別,機電工程署亦一直有監察營辦商在這類別員工的人手編配情況。過往,當這類員工出現人手短缺的情況時,本署會敦促營辦商須迅速作出替換安排以填補短缺。為了解決這個問題,本署會與運輸署合作,在擬定新的青沙管制區合約條款時,研究應否將算定損害賠償的適用性擴大到所有的機電工程人員。
  - (ii) 署理機電工程署署長在公開聆訊中提及,若營辦商未能僱用足 夠的機電工程人員以填補人手短缺,合約容許營辦商將部分機 電工程外判。運輸署署長則表示,儘管有外判工作,但若果有 短缺的員工屬於須徵收人手短缺算定損害賠償類別,算定損害 賠償是仍會徵收的。請澄清以上看似矛盾的陳述,並提供合約 關於算定損害賠償條款的摘錄;
  - 答: 根據青沙管制區的管理、營運及維修保養合約,營辦商在有需要時,並在得到運輸署及機電工程署的批准後,可外判部分的預防性機電維修工作。另外,合約規定如果營辦商未能僱用合約所需數量的非關鍵機電工程人員,營辦商應向政府支付因人手不足所引致的算定損害賠償。合約關於算定損害賠償條款的摘錄見附件三。

根據律政司給予運輸署的法律意見,有關因人手短缺引致的算定損害賠償的計算方法和細則於2017年初被確定。外判機電維修工作可替補部份機電工程人員的不足。換句話說,營辦商的外判安排等同於在所涉及的職級提供一定數量的機電工程人員。但是,若營辦商在外判機電維修工作後,仍有人手出缺的情況,政府仍會向營辦商收取算定損害賠償。

- (d) 參照審計報告表十七和第4.27(a)段,請告知:
  - (i) 機電工程人員短缺的原因;
  - 答: 根據青沙管制區營辦商的資料,由於近年多項進行中的大型工程對機電工程人員的需求熾熱,對機電工程業界做成人手緊張的情況,以致營辦商在聘請機電工程人員時遇到困難。
  - (ii)機電工程署有否評估機電工程人員短缺,特別是「機電工程技術人員」職級人手不足的情況,對青沙管制區營運的影響。如果有,細節如何;如果没有,為什麼没有;
  - 答: 青沙管制區營辦商一直採取緩解措施,包括(i)安排員工加班工作,以盡量填補空缺,及(ii)把部分維修保養工程外判。隨著上述緩解措施的落實,及機電工程署密切監察營辦商的日常維修工作,青沙管制區機電設施的運作及表現在合約期內一直大致令人滿意。
- (e) 關於審計報告第4.33和4.34段,請告知/提供:
  - (i) 截至2017年12月,運輸署和機電工程署沒有確定由2014年 3月1日至2016年12月31日及由2017年10月1日至2017 年12月31日的算定損害賠償金額。為什麼會出現這樣的延 遲?

- 答: 青沙管制區的管理、營運及維修保養合約是第一份對營辦商施加算定損害賠償條款的合約。營辦商對如何計算算定損害賠償提出爭議,例如因為營辦商已外判部份機電維修工作以替補部份機電工程人員的不足。由2014年11月至2017年1月期間,機電工程署一直協助運輸署諮詢律政司的法律意見及與營辦商解決對算定損害賠償的爭議。在解決爭議後,機電工程署於2017年5月至2018年2月期間,分批向運輸署提供青沙管制區管理、營運和維修合約從開始(即2013年9月)至2017年12月期間因營辦商人手短缺所引致的算定損害賠償的覆核計算結果。根據本署的覆核計算結果,運輸署亦於2017年5月至2018年3月期間向青沙管制區營辦商收回因機電工程人員的短缺所引致的算定損害賠償。
- (ii) 從營辦商徵收及收取算定損害賠償的記錄;
- 答: 運輸署會向政府帳目委員會提供從營辦商徵收及收取算定損 害賠償的記錄。
- (iii) 運輸署、路政署、機電署和建築署有否就計算算定損害賠償對 營辦商所提交資料/記錄的準確性進行核對。
  - 答:機電工程署一直協助運輸署覆核及計算關於因營辦商機電工程人員的短缺所引致的算定損害賠償。本署的工作包括(i)核對營辦商提交的算定損害賠償金額、每月的人手編配報告、員工出勤紀錄及相關證明文件,(ii)以本署突擊檢查的記錄核對營辦商所提交的資料,和(iii)有需要時要求營辦商就需要澄清的事項提供補充文件。

# 機電工程署與運輸署簽訂的服務水平協議 (2012年4月至2018年3月)內有關監管職責的摘錄 (僅有英文版本)

#### Introduction

- 1.1 Part 1 of this SLA specifies the scope of services to be provided by EMSTF to TD on professional advisory, technical support and monitoring services at the following Control Areas and Tunnel Areas:
  - a) TMCA (for the period from 1 April, 2012 to 31 March, 2018)
  - b) Tunnel Area of Aberdeen Tunnel, Kai Tak Tunnel, Lion Rock Tunnel, Shing Mun Tunnels, Tseung Kwan O Tunnel and Cross Harbour Tunnel (for the period from 1 April, 2012 to 31 March, 2018)
  - c) TSCA (for the period from 1 April, 2012 to 31 March, 2018<sup>3</sup>)
- 1.2 The above Control Areas and Tunnel Areas are the same as that defined in the respective Management, Operation and Maintenance (MOM) Contracts. In addition, Systems/Tunnel Equipment (including "Systems" in Control Areas and "Tunnel Equipment" in Tunnel Areas) has the same meaning as that stipulated in the respective MOM Contracts.

#### Scope and Description of Services

In respect of Systems/Tunnel Equipment:-

- 2.1 To witness testing and commissioning and to advise on defects, outstanding and improvement works from operation, maintenance, system performance, safety and system reliability points of view;
- 2.2 To liaise and coordinate with the Operators<sup>4</sup> to attend operation and maintenance training to prepare for the provision of effective operation of the Control Areas and Tunnel Areas;
- 2.3 To attend relevant meetings to discuss progress of operation and maintenance activities so as to ensure smooth operation of the Control Areas and Tunnel Areas;
- 2.4 To monitor the Operators' preparation works and liaise with the Operators for taking up the operation and maintenance works on the Systems/Tunnel Equipment, and to advise TD on the Operators' proposals;
- 2.5 To monitor the Operators' performance and quality of work on Systems/Tunnel Equipment, including computer hardware and software, through examination of reports, log-books, and inspection on site; and to provide technical advice on contractual penalties, claims and disputes;

The current SLA for TSCA signed between TD and EMSTF in 2008 covered the period from 21 Mar 2008 to 31 Mar 2013. The commencement date of this part of the SLA for TSCA is revised to 1 Apr 2012 to make it in line with the other SLAs.

Operators mean the "Operator" for Control Areas and "Contractor" for Tunnel Areas as stipulated in the respective MOM Contracts.

- 2.6 To attend to emergency repair of Systems/Tunnel Equipment and conduct investigations on causes of failure for equipment breakdowns as situation warrants subject to mutual agreement between the Operators and the Government;
- 2.7 To advise on the continued life expectancy of Systems/Tunnel Equipment, and to assess Operators' proposals for equipment/system replacement within the Control Areas and Tunnel Areas with unit cost exceeding a ceiling limit specified in the MOM Contracts, for which the Operators would be reimbursed;
- 2.8 To monitor the Operators in updating the records on Systems/Tunnel Equipment, including the associated equipment manuals, spare parts inventory records and drawings;
- 2.9 To provide professional advice on contingency plans, drills, fallbacks and responses to public enquiries or complaints as well as assisting TD in managing the Control Areas and Tunnel Areas in respect of operation and maintenance of Systems/Tunnel Equipment in case of emergencies;
- 2.10 To assist in re-tendering exercises, if such case arises, for the MOM Contracts by providing technical inputs and advice on the preparation of contract documents and tender evaluation, including pre-qualification evaluation and similar evaluation for re-tendering exercise on the same contract:
- 2.11 To arrange, coordinate, and witness technical assessment exercises on Systems/Tunnel Equipment to ensure smooth handing over of Systems/Tunnel Equipment to the Operators;
- 2.12 To arrange, coordinate and witness final inspection for handing over the Systems/Tunnel Equipment from the Operators to the successor arising from renewal of the MOM Contracts;
- 2.13 To monitor the Operators' performance and quality of work in maintenance of the Government Furnished Vehicles in Control Areas and Tunnel Areas as detailed in Appendix 1.
- 2.14 To provide professional advice on the budgets submitted by Western Harbour Crossing and Tai Lam Tunnel;
- 2.15 To provide professional advice on the equipment replacement submitted by Eastern Harbour Crossing and Tate's Cairn Tunnel; and
- 2.16 To provide professional advice on mobile phone equipment / fixed telecommunication equipment installations.

# 合約關於算定損害賠償條款的摘錄

# (僅有英文版本)

#### (有關薪酬的資料已被遮蓋)

#### 91A. **Deductions**

- 91A.1 The Operator shall ensure that at all times the actual number of his staff employed at a rank(s) set out in the first column of Table 1 in Schedule XXIII shall not be less than the number of staff at that rank(s) specified in Schedule XI and that in case a staff is working on shift at a rank which is set out in the first column of Table 1 in Schedule XXIII, the actual hour of that staff working on a shift shall not be less than the required working hour on that shift for that rank of staff as specified in Schedule XI. In the event of resignation, dismissal, or absence of any such staff during the shift hours set out in Schedule XI, the Operator shall promptly provide adequate and competent replacement. If the Operator fails to comply with this clause, without prejudice to any other provisions of this Contract and other rights and remedies of Government, Government may deduct a sum or sums calculated in accordance with Clause 91A.2 and Clause 91A.3 below from the monthly Management Fee or any other sum then due or which at any time thereafter may become due from Government to the Operator under this Contract or any other contract(s) made between the Operator and Government.
- 91A.2 If the Operator fails to employ the required number of staff at a rank set out in the first column of Table 1 in Schedule XXIII in accordance with Clause 91A.1 above, without prejudice to any rights, actions or remedies that Government has or may have against the Operator, the Operator shall pay Government, as liquidated damages and not as penalty, the sum for shortfall of staff at each rank to be calculated in accordance with the formula below-

The sum for No. of man-day of shortfall of Average monthly basic shortage of staff at that rank in that salary of the corresponding staff at a calendar month falling within rank stated in last column of rank in a the Term Table 1 of Schedule XXIII calendar month No. of days in that calendar month

The number of man-day of short fall of staff at a rank shall be counted starting from the effective date of resignation or dismissal of the staff and ending at the date immediately before the date of assuming duty of a new competent replacement staff, both starting date and ending date are inclusive.

91A.3 If the Operator fails to ensure that the actual hour of a staff working on a shift is not less than the required working hour on that shift for a rank of staff as specified in Schedule XI in accordance with Clause 91A.1 above, without prejudice to any rights, actions or remedies that Government has or may have against the Operator, the Operator shall pay Government, as liquidated damages and not as penalty, the sums to be calculated as follows-

For the Shortfall of working hour of each staff of	Amount	
Assistant Operations Controller	HK\$	per hour or any part thereof
Operations Supervisor	HK\$	per hour or any part thereof
Traffic Officer I	HK\$	per hour or any part thereof
Traffic Officer II	HK\$	per hour or any part thereof
Senior Driver	HK\$	per hour or any part thereof
Toll Collector	HK\$	per hour or any part thereof
Electrical and Mechanical Technical	HK\$	per hour or any part thereof
Supervisor		_
Electronics Technical Supervisor	HK\$	per hour or any part thereof
Electrical and Mechanical Technician	HK\$	per hour or any part thereof
Electronics Technician	HK\$	per hour or any part thereof

### SCHEDULE XXIII

#### Details on Remuneration for Designated Outgoing Operator's Staff for the First Contract Year

Part I - Average Monthly Basic Salary

Table 1

Column 1	Column 2	Column 3
Rank of Staff	Number of Outgoing Operator's	Average Monthly Basic Salary
	Staff at the rank in Column 1	for employing the Outgoing
	given with first offer of	Operator's Staff at the rank in
	employment for the purposes of	Column 1 who are being offered
	the Contract	an employment
Assistant Operations	20	HK\$
Controller		
Operations Supervisor	36	HK\$
Training Supervisor	1	HK\$
Traffic Officer I	60	HK\$
Traffic Officer II	88	HK\$
Senior Driver	8	HK\$
Driver	7	HK\$
Toll Collector	28	HK\$
Highway Supervisor	5	HK\$
Deputy Highway	12	HK\$
Supervisor		
Painter	2	HK\$
Driver/ Plant Operator	12	HK\$
Safety Officer	2	HK\$
System Analyst	2	HK\$
Electrical and Mechanical	15	HK\$
Technical Supervisor		
Electronics Technical	10	HK\$
Supervisor		
Vehicle Technical	3	HK\$
Supervisor		
Electrical and Mechanical	53	HK\$
Technician		
Electronics Technician	35	HK\$
Vehicle Technician	21	HK\$
Technical Clerk	1	HK\$
Software Programmer	2	HK\$
Assistant Building Officer	1	HK\$