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Date 日期 : 7 August 2018

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(Urgent by Fax 2543 9197)

Mr. Anthony CHU  
Clerk, Public Accounts Committee  
Legislative Council Complex  
1 Legislative Council Road  
Central, Hong Kong

Dear Mr CHU,

Public Accounts Committee  
Consideration of Chapter 8 of the Director of Audit's Report No. 70  
Sha Tin Section of Route 8

Thank you for your letter of 24 July 2018. The requested information and response in relation to Contract C of the subject Audit Report are provided as attached.

Yours sincerely,



( C H Lai )

for Director of Civil Engineering and Development

Encl.

c.c. Secretary for Development (Fax No.2147 3691)  
Secretary for Transport and Housing (Fax No. 2537 6519)  
Director of Highways (Fax No. 2714 5203)  
Commissioner for Transport (Fax No. 2802 2361)  
Director of Architectural Services (Fax No. 2810 7341)  
Director of Electrical and Mechanical Services (Fax No. 2882 9042)  
Secretary for Financial Services and the Treasury (Fax No. 2147 5239)  
Director of Audit (Fax No. 2583 9063)

卓越工程 建設香港

We Engineer Hong Kong's Development

## **(II) For the Civil Engineering and Development Department**

### Contract C

- (a) Whether the facilitation period of Contract C was stipulated in the tender documents. If yes, provide an extract of the relevant part of the tender documents. If no, why not?***

The requirement for provision of facilitation period was stipulated in Clauses 1.82(1) and 1.82(6) of the Particular Specification (PS) under Contract C, corresponding to Clauses B and A respectively in the Audit Report. An extract of the relevant part of the PS is attached. Please note that Section XVI mentioned in PS Clause 1.82(1) was referred to as Section 4 in the Audit Report, while Sections VIII, IX and XI mentioned in PS Clause 1.82(6) were referred to as Sections 1, 2 and 3 respectively in the Audit Report.

- (b) With reference to paragraph 3.31(c) of the Audit Report, the reasons for the Civil Engineering and Development Department to decide that Clause B took precedence over Clause A in case of discrepancies. Is it a usual practice to put two separate clauses to stipulate the facilitation period?***

PS Clause 1.82(6) of Contract C (i.e. Clause A in Audit Report) stipulated that Contractor C should allow Contractors B and D to access the site and commence installation of E&M and TCSS works for a period of 9 months which meant that Contractor C had to provide facilitation works such as providing temporary lighting and ventilation inside tunnels during this period. However, the last sentence of PS Clause 1.82(6) stated that Contractor C should retain possession of and carry out upkeeping works (including facilitation works) for the duration as stipulated in PS Clause 1.82(1), i.e. until completion of Section XVI or such earlier date as instructed by the Engineer (Clause B in Audit Report). As the requirement under Clause B was related to the time for completion of Section XVI of the Works calculated from and including the date for commencement which was stipulated under Clause 49 of the General Conditions of Contract, it should take precedence over Clause A which only specified the period for facilitation works.

The stipulation of the facilitation period depends on the specific need and circumstances of individual contract. It is up to the contract drafter to choose the most appropriate mechanism to stipulate the required facilitation period in the contract document.

- (c) Was extra cost incurred arising from a shorter facilitation period of about 7.5 months for Contract C instead of nine months as originally envisaged (paragraph 3.31(d) of the Audit Report refers)?***

Items were included in the Bills of Quantities (BQ) under Contract C for the contractor to price for the provision of facilitation works on a monthly basis which were subject to remeasurement. It means that the contractor was only paid for the actual period of facilitation works provided under the Contract and therefore no extra cost was incurred.

- (d) Director of Civil Engineering and Development said at the public hearing that BQ of Contract C provides a cost for eight months of facilitation period item. Reasons for an eight-month facilitation period instead of nine months as originally envisaged?***

The estimated quantity of 8 months inserted in the tender BQ for pricing by tenderers was based on the shorter period of facilitation works (i.e. 7.5 months) specified under Clause B. However, the actual period for provision of facilitation works was subject to remeasurement and paid under relevant BQ items.

- (e) According to paragraph 3.35(b) and (c) of the Audit Report, 12 months were provided by Contractor C to further extend the provision of facilitation works. Measures to be taken to enhance the accuracy of the estimation of facilitation period and to eliminate the processing error in drafting contract clauses (paragraph 3.34(b) of the Audit Report refers)?***

The procuring departments or their consultants are required to carefully check the programmes of interfacing works are consistent with that managed by the procuring departments/consultants. The consultants are required to seek the procuring departments' comments on the time programmes prior to incorporation of the relevant information in the tender documents. The above requirements will be incorporated into PAH for implementation shortly.

***(f) How should the clauses of Contract C be revised to accurately reflect the facilitation period***

The PS Clauses can be revised to simply stipulate that 9-month facilitation period shall be provided upon completion of Sections VIII, IX and XI without making reference to the completion of Section XVI of the Works.

***(g) With reference to paragraphs 3.40 and 3.41 of the Audit Report, details of measures to be implemented to ensure the consistency of time programmes for interface works in all major public works contracts in future***

Please refer to (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

(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.