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政府帳目委員會

審議審計署署長第七十六號報告書第6章

彩雲道及佐敦谷毗鄰發展計劃下的土地平整及相關基礎設施工程

就你 2021 年 5 月 18 日的來信，附上政府帳目委員會對上述審計報告書第 6 章的查詢。本署現附上就來信附件提及的事宜的書面回覆及/或資料。回覆文件的軟複本(Microsoft Word 格式)將會通過電子郵件另外發送給你。

土木工程拓展署署長



( 陳福耀 代行 )

連附件

2021年5月26日

副本送：

運輸及房屋局局長  
財經事務及庫務局局長  
審計署署長


內部傳閱：

土木工程拓展署署長  
土木工程拓展署副署長  
助理署長(行政)  
總工程師/總部  
土力工程處處長

政府帳目委員會的問題	土木工程拓展署的回應
<p><b>第 1 部分：引言</b></p> <p>1) 根據審計署署長第七十六號報告書 ("審計報告") 第 1.3 段及註 4, 整個項目最初預計興建 5 條行人天橋, 其後因土木工程拓展署在檢視預計人流後, 最終減少兩條天橋, 只興建 3 條。請問基於那些原因或不可預見的因因素, 造成區內人流的估算出現減少而無需興建其中兩條天橋, 在建築成本上有否相應減少?</p>	<p>推展大型基建項目 (從初步計劃、可行性研究、勘測、相關法定程序、詳細設計、施工至營運), 一般經歷數年至十數年不等。在推展過程中, 工程項目規劃和設計有可能會隨著區內發展變遷而作出調整或更新。因此在工程項目的不同階段, 相關部門會因應地區發展需要以及最新資料, 有需要時就原有的規劃及設計進行檢視, 以確保該區的最新情況在基建項目內得以充分考慮。</p> <p>土木工程拓展署於 1998 年完成「彩雲道及佐敦谷毗鄰發展計劃規劃及工程可行性研究」, 當初擬議興建 5 條行人天橋以應對房屋及學校發展。隨著項目推展, 區內的房屋和學校發展亦陸續落成, 土木工程拓展署適時檢討規劃及設計, 分別於 2005 年、2011 年及 2018 年檢視該區的行人流量, 發現當中 2 條擬議行人天橋的最新預計人流相比原有規劃的預期為少, 並可透過改善附近行人過路設施予以替代。就此, 土木工程拓展署建議刪減這 2 條原擬興建的行人天橋。有關建議獲相關政策局和部門同意, 並獲區議會支持。其後, 政府刊憲公布有關改動, 為工程項目大約節省了共約 2 千 7 百萬元的建築成本。</p>

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<p>2) 根據審計報告第 1.6 段表三，A、B 及 C 三項合約工程，均未能按原定時間內完工，實際完工日期較原訂合約完工日期延遲 8.8 個月至 13.9 個月不等(即 267 天至 422 天)。審計報告提及三項合約工程獲准延長的合約期，部分因惡劣天氣所致:A 合約有 211 天(第 2.3 段註 8)、B 合約有 96 天(第 4.3 段註 34)，而 C 合約則有 99 天(第 4.13 段註 38)。</p>	<p>就土木工程建造合約而言，惡劣天氣是指“任何不利工程進度的天氣狀況”。惡劣天氣對不同工種的影響差別頗大，例如惡劣天氣對室內建築影響較輕微，但對戶外施工影響較大。由於預測惡劣天氣存在不確定性，因此難以在制定合約時預測有關風險的實際影響。為了有效管理惡劣天氣的風險，土木工程建造合約一般設有處理惡劣天氣影響的條款，容許承建商就惡劣天氣對工程的影響提出申請延長合約工期。工程師會按合約條款，對工程所受的實際影響進行評估。如確認關鍵工序受到惡劣天氣延誤，會按合約相應延長合約工期，但承建商不會因此獲得額外款項。這機制的好處是讓合約雙方按合約條款共同分擔難以預測的惡劣天氣風險，這亦是政府與承建商之間慣常、公平及行之有效的風險分配安排。</p>
<p>請問就有關合約/工程對“惡劣天氣”的定義為何？政府在訂定工程的合約完工日期時有否包括因惡劣天氣而給予的寬限期？如有，假設的寬限期為多少天？如否，則日後的工程合約會否都經常因有惡劣天氣而獲延期的情況出現及遭承建商提出申索？署方有何措施避免出現上述情況？</p>	<p>假若沒有惡劣天氣的相關合約條款，而要求承建商獨力承擔所有未可預計的惡劣天氣風險，承建商可能會把有關風險反映在標書價格內，引致合約價格上升。由於惡劣天氣未可預計，對不同工序的影響亦有不確定性，我們沒有在相關合約內就惡劣天氣的風險預設寬限期。反之，在相關合約內採納上述第一段提及的機制，可以根據合約條款，公平處理承建商就惡劣天氣影響工程進度的申索。</p> <p>由於惡劣天氣對工程合約 A、B 及 C 這些主要涉及大量戶外工序的工程項目影響較大，該三項工程合約均設有處理惡劣天氣影響的合約條款。工</p>

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<p><b>第 2 部分：合約 A 的合約爭議</b></p> <p>3) 審計報告第 2.3 段中提及承建商 A 獲延長合約期 422 天，除當 211 天屬惡劣天氣，其餘獲延長的日子是因為那些原因造成？就該 422 天，政府涉及的額外開支為多少？</p> <p>就審計報告第 3.7 段提及的兩宗在合約 A 工程期間發生的爆破飛石事故，請問工程有否因事故而被下令停工？若有，涉及的停工日數為多少天？被停工的日期有否計算在延遲完工日期內？</p>	<p>工程師就惡劣天氣對工程的實質影響作出評估，給予承建商延長合約工期，但不涉及額外款項。</p> <p>工務部門會繼續按個別的工程類別及實際需要，制定惡劣天氣風險分配安排。為緩減惡劣天氣對工程的影響，工程項目團隊、顧問公司、承建商等會就個別情況，協定制定適切的緩解措施，把惡劣天氣對工期的影響盡力減至最低。</p>
<p>就審計報告第 3.7 段提及的兩宗在合約 A 工程期間發生的爆破飛石事故，請問工程有否因事故而被下令停工？若有，涉及的停工日數為多少天？被停工的日期有否計算在延遲完工日期內？</p>	<p>承建商 A 獲延長合約期 422 天，當中 211 天是因為惡劣天氣情況。其餘獲延長 211 天，是因為遇到未能預見的複雜地質情況，包括岩石節理狀況欠佳及異常堅硬的岩石，因而需要較長工作時間處理。就所獲延長 422 天工期，承建商 A 沒有提出額外金錢補償，政府亦沒有額外開支。</p> <p>因應爆破飛石事故，工程合約 A 所有爆破工程均被即時停止，以待進行事故調查及完成改善工作。兩次事故暫停爆破工程共 101 日。及後，根據專家對有關事件的調查結果顯示，未能預見的複雜岩石地質是引致這兩宗事故的主要原因。有關的停工日數已計算在延長完工日期內。</p>

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<p>4) 請提供審計報告第 2.18 段中提及的《土木工程管理手冊》。</p>	<p>現附上《土木工程管理手冊》有關摘錄(參見附錄一)(僅有英文版本)。</p> <p> 附錄一.pdf</p> <p>《土木工程管理手冊》可在下列網址上查閱：  <a href="https://www.cedd.gov.hk/eng/publications/standards-spec-handbooks-cost/stan-pah/index.html">https://www.cedd.gov.hk/eng/publications/standards-spec-handbooks-cost/stan-pah/index.html</a></p>
<p>5) 請提供審計報告第 2.26(b)段中提及的《岩土指南第二冊：工地勘测指南》及《發展局技術通告(工務)第 3/2018 號》。</p>	<p>《岩土指南第二冊：工地勘测指南》及《發展局技術通告(工務)第 3/2018 號》(僅有英文版本)可在下列網址上查閱：  <a href="https://www.cedd.gov.hk/filemanager/eng/content_108/eg2_20171218.pdf">https://www.cedd.gov.hk/filemanager/eng/content_108/eg2_20171218.pdf</a></p> <p><a href="https://www.devb.gov.hk/filemanager/technicalcirculares/en/upload/357/1/C-2018-03-01.pdf">https://www.devb.gov.hk/filemanager/technicalcirculares/en/upload/357/1/C-2018-03-01.pdf</a></p>



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<p><b>第 3 部分：合約 A 的其他事宜</b></p> <p>6) 就審計報告第 3.7 段提及的兩宗爆破飛石事故，在 2003 年 2 月發生的一次，令屋苑的 5 個單位、8 扇窗受損，傳媒未見有即時報道；其後在 2003 年 6 月 6 日發生的另一宗爆破石時，碎石散落至新清水灣道，造成 9 人受傷，4 車受損，事態嚴重。</p> <p>請問上述兩項事故發生後，承辦商有否即時通報政府，有關通報機制安排為何？若有延報或漏報等情況出現，會有何罰則？此外，涉及賠償責任由誰負責？</p>	<p>在發生該兩宗飛石事故後，承建商 A 已即時按工程合約要求的故事故通報機制，向顧問公司、工程團隊及土木工程拓展署轄下的土力工程處礦務部作出通報，沒有出現延報或漏報的情況。</p> <p>假若有延報或漏報等情況出現，顧問公司將會根據合約條款向承建商作出警告，及跟進承建商的不滿意表現，並將有關情況反映在承建商的季度表現評核報告內。</p> <p>就上述兩宗爆破飛石事故，根據合約規定，承建商負責承擔賠償個別受影響人士或業戶。</p>

## SYNOPSIS

This Chapter provides a handy reference to the various standard documents, forms and information that are regularly used in the preparation of contract documents for civil engineering works using the General Conditions of Contract (GCC) for Civil Engineering Works (1999 Edition). In some cases, standard forms and exact wording to be included in contract documents are reproduced in the Chapter. However, where a printed version of a standard document is available or where the information is contained in a well-known document, the Chapter makes reference to such documents or source rather than reproducing them. Standard documents referred to in this Chapter should be of the latest editions of the General Conditions of Contract for Civil Engineering Works, Standard Method of Measurement for Civil Engineering Works, General Specification for Civil Engineering Works, Sub-contract Articles of Agreement and Conditions for Civil Engineering Works, Contractor Management Handbook and Construction Site Safety Manual. The information in this Chapter would also be useful in the preparation of documents for term contracts using the General Conditions of Contract for Term Contracts for Civil Engineering Works (2002 Edition).

To cater for the wider adoption of New Engineering Contract (NEC) form in public works projects, DEVB has promulgated the “Practice Notes for New Engineering Contract – Engineering and Construction Contract (NEC – ECC) for Public Works Projects in Hong Kong” (referred to as “the Practice Notes”) aiming to provide guidance, performance benchmarking and alignment of practices in the preparation and administration of public works projects using NEC form. The most updated version of the Practice Notes is available at DEVB’s website:

[https://www.devb.gov.hk/en/publications\\_and\\_press\\_releases/publications/standard\\_contract\\_documents/practice\\_notes\\_nec\\_engineering\\_construction\\_contract/index.html](https://www.devb.gov.hk/en/publications_and_press_releases/publications/standard_contract_documents/practice_notes_nec_engineering_construction_contract/index.html)

The guidelines provided in this Chapter were originally written for preparation of contract documents under GCC contracts. As the types of contract involved and the composition of contract documents in GCC contracts and NEC contracts are different, project officers are advised to refer to Sections A4.1 and A4.2 of the Practices Notes when they prepare the tender and contract documents for NEC contracts.

Notwithstanding the above, many of the guidelines in this Chapter can still be applied to the preparation of contract documents for NEC contracts.

A contract for civil engineering construction is a very complex legal document containing several inter-related documents each of which plays an important role in defining the obligations and responsibilities of the parties concerned or in providing information on the works to be constructed. It is therefore essential that the contract documents for each contract are prepared with great care and by an experienced professional who has thorough knowledge of the works to be constructed. The documents forming a contract must be scrutinized for comprehensive coverage, accuracy and consistency with one another before tenders are invited.

\* 委員會秘書附註：本文件只備英文本。



which are covered by the provisions of the WTO GPA. For contracts not covered by the WTO GPA, departments may decide whether or not to allow joint ventures to tender.

### **3.8 LANGUAGES TO BE USED FOR TENDER SUBMISSIONS**

Article 9 of the Basic Law stipulates that “in addition to the Chinese language, English may also be used as an official language by the executive authorities, legislature, and judiciary of the Hong Kong Special Administrative Region”. It is therefore inappropriate to state in the tender notices and tender documents that tenders should be submitted in English.

### **3.9 MINIMUM WAGE REQUIREMENTS**

The former S for Tsy in his memo ref. (6) in FT 53/88/2 dated 28.2.2000 announces that departments should not stipulate minimum wage requirements in their tender exercises. If departments would like to secure quality services, more effective means should be used, e.g. by specifying in detail the qualifications, experience, training and skills required of the personnel concerned; requesting tenderers to provide references from their previous clients; or using a marking scheme for tender evaluation. Nevertheless, if a department really considers it essential to stipulate minimum wage requirements in a particular tender exercise, it should make a submission with full justifications to the Central Tender Board for prior approval (i.e. before tendering). This will prevent the need to cancel the tender exercise if the Board is not satisfied with the justifications provided.

### **3.10 NOT USED**

### **3.11 MAXIMUM NUMBER OF CONTRACTS TO BE UNDERTAKEN BY THE SAME CONTRACTOR**

There are occasions when procuring bureaux/departments invite tenders for more than one contract in a tender exercise and impose a restriction on the maximum number of contracts each tenderer may secure. Some procuring bureaux/departments have also imposed a restriction on the maximum number of a particular type of contracts (which may be tendered out at one go in the same tender exercise or separately in different tender exercises) that a contractor can undertake simultaneously. SFST in his memo ref. FT 53/88 Pt. 3 dated 18.11.2004 required Controlling Officers to revisit the need and justification for setting such a restriction. In particular, for tendering of contracts covered by WTO GPA, the procuring bureaux/departments should ensure that such restriction is legally in order and seek legal advice when necessary if they wish to impose such a restriction.

### **3.12 CONTROL OF OMITTED ITEMS AND SUBSTANTIAL CHANGES IN QUANTITIES**

To avoid the occurrence of omitted items and substantial changes in quantities during construction, the following quality assurance procedures should be adopted:-

- (a) In general, the Standard Method of Measurement (SMM) should be followed in the preparation of the BQ. If it is necessary to amend the method of measurement, a Particular Preamble (PP) to that effect should be prepared and included in the BQ in accordance with Rule 10 in Part III of the SMM. Prior approval for the incorporation of the PP (for any method of measurement which deviates from the SMM), as well as any drawings clarifying or defining the method of measurement, should be obtained from an officer at D1 rank or above administering the contract according to Section 7.1 of Chapter 5. Such request and approval must be properly minuted and documented in the project file for future reference. Besides, the project officer should confirm such modified method of measurement in writing with the officers responsible for the preparation of the BQ, in case the PP and the BQ are prepared by different officers. Close liaison between the design team and the taking-off team should be maintained to ensure mutual understanding of the documents and any changes made to the SMM.
- (b) A pre-tender cross-checking procedure should be introduced in the preparation of BQ. An officer in the rank of engineer, quantity surveyor, senior engineer, senior quantity surveyor or other equivalent professional ranks, not being the officer who actually prepared the quantities, should make a bulk checking on the quantities of the cost-significant items (items which carry significant implication on contract expenditure) in the BQ against the tender drawings/specifications, or against the quantity of other related items (i.e. items with quantities comparable to or bearing a well recognized ratio to the quantities of the items being checked) to identify possible omitted items and problems arising out of substantial changes in quantities. Examples of 'bulk checking' are (i) volume of excavation against volume of soil disposal and deposition; (ii) area of formwork wall against area of wall tiles; and (iii) number of moving of piling rig against the total number of piles shown in the drawings, etc. When drawing up a list of the cost-significant items, the concerned officer should take into consideration the nature and size of the works, the value of the items and the likelihood of future changes to the relevant items. Sufficient time should be allowed to conduct the bulk checking. Any mistake/problem identified in the checking process should be rectified before the issue of tender documents.
- (c) The above procedures have been prepared mainly for those projects administered by in-house project team. For those projects administered by Consultants, the Consultants shall be required to adopt similar procedures to ensure the quality of BQ and PP and submit their proposed procedures to the Director's Representative for agreement. Besides, if resources permit, project office should conduct spot-checking on the quantities of some selected cost significant items after the BQ has been prepared by the Consultants. Such spot-checking conducted by the project office should be properly documented.
- (d) Apart from the above, an officer of the project office at a rank not lower than D1 should chair a meeting to vet the BQ and PP prepared and to ensure all the checking and cross-checking procedures have been duly completed and documented. For those projects administered by the Consultants, the Consultants shall assign one of their senior managers to attend the meeting.

No tender invitation should be carried out without undergoing the above procedures. Similar review and approval procedures should also be adopted for any subsequent changes made by tender addenda, subject to the need for a formal meeting required in (d) above to be decided by the chairman.