

合同協議	協議特定事項	1. 釋義	2. 工地	3. 工程	4. 工期	5. 合同基礎	6. 價款	7. 質量	8. 分包商的文件	9. 一般責任	10. 保險及約保證	11. 終止	12. 爭議解決	附件
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## 7. QUALITY 質量

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### ↕↑7.1 Quality liability 質量責任

The Sub-Contractor shall be fully liable for the site operations, construction methods and the stability, safety and quality of all work, whether completed or not, except for loss or damage arising from the Excepted Risks.

分包商須對工地運作、施工方法及所有工作（不論完成與否）的穩定性、安全性及質量負全責，惟免責風險導致的損失或破壞則除外。

### ↕↑7.2 Materials, workmanship and method to comply with the Sub-Contract 物料、工藝及方法須符合分包合同

7.2.1 The Sub-Contract Works shall be carried out, tested and inspected using the materials, workmanship and methods shown on the Drawings or described in the Specification or the Pricing Schedules, in conformity with the whole of this Sub-Contract.

7.2.1 分包工程須符合整個分包合同，使用圖紙所繪述或規範或價目表所說明的物料、工藝及方法進行、試驗或檢查。

7.2.2 If any of the specified materials are not procurable, then the Sub-Contractor shall submit proposed alternatives for the approval by the Client-Contractor.

7.2.2 如任何指定的物料不能採購得到，分包商須提交另選建議，給上家承包商批准。

### ↕↑7.3 Approval 批准

All items stated by this Sub-Contract to require the checking or approval by the Client-Contractor shall be submitted by the Sub-Contractor in good time before they are required for use to the Client-Contractor for such checking or approval, and shall not be used in the Sub-Contract Works before the checking or approval by the Client-Contractor, which is to be confirmed in writing. No approval, disapproval or amendment proposal made by the Client-Contractor shall in any way reduce the Sub-Contractor's liability under this Sub-Contract.

本分包合同注明必須由上家承包商審核或批准的所有項目，須由分包商在它們需要使用前的洽當時間，提交給上家承包商審核或批准，而在上家承包商審核或批准並以書

面確認前，不得用於分包工程。上家承建商作出的批准、不批准或修訂建議，在任何方面均不會減低分包商在本分包合同的責任。

#### ↓↑7.4 Samples 樣品

7.4.1 If at the time of the award of this Sub-Contract, samples submitted by the Sub-Contractor have been approved by the Client-Contractor, those samples shall be kept on site to serve as the standard for subsequent acceptance of the materials or workmanship.

7.4.1 如在定本分包合同時，分包商提交的樣品已獲上家承包商批准，該等樣品須存放於工地作為其後驗收物料或工藝的標準。

7.4.2 If samples have not been approved at the time of the award of this Sub-Contract, the Sub-Contractor shall submit free of charge samples and/or catalogues for approval purposes before ordering materials or commencing work. Approved samples shall be kept on site to serve as the standard for subsequent acceptance of the materials or workmanship.

7.4.2 如在定本分包合同時，樣品未獲批准，分包商須在訂購物料或展開工作前，無償提交樣品及/或產品說明書，以供批准。獲批准的樣品必須存放於工地，作為其後驗收物料或工藝的標準。

#### ↓↑7.5 Testing and inspection 試驗及檢查

7.5.1 The Sub-Contractor shall carry out all tests and inspections required by this Sub-Contract to be carried out or arrange for them to be carried out by independent parties if so required, all at the Sub-Contractor's expense unless the tests and inspections are covered by provisional quantities or provisional sums. A copy of the testing and inspection report shall be submitted to the Client-Contractor as soon as possible after the tests and inspections.

7.5.1 分包商須進行分包合同規定的所有試驗及檢查，或(如有規定)安排由獨立人士進行，並承擔費用，除非已為有關的試驗及檢查有預留暫定數量或暫定款。試驗及檢查報告副本須在試驗及檢查後盡快向上家承包商提交。

7.5.2 The Client-Contractor may issue instructions requiring the Sub-Contractor to carry out tests and inspections additional to those required by this Sub-Contract on work already carried out, and the relevant costs (including the cost of subsequent making good) shall be borne by the Client-Contractor. Provided that if the additional testing or inspection shows that the work is not in accordance with the requirements of this Sub-Contract, then the relevant costs (including the cost of subsequent making good and cost of rectification of other work) shall be borne by the Sub-Contractor. Where provisional quantities or provisional sums are included for such testing or inspection, the first and essential round of testing or inspection shall not be considered as additional for the purposes of this clause but shall be included in the adjustments of provisional quantities or provisional sums.

7.5.2 上家承包商可發出指示，要求分包商就已完成工作進行本分包合同規定以外的額外試驗及檢查，而所需費用（包括事後修復費用）須由上家承包商承擔。但是，如額外試驗或檢查顯示工作不符合本分包合同的規定，則有關的費用（包括事後修復費用及修補其他工作的費用）由分包商承擔。如已為有關的試驗或檢查預留有暫定數量或暫定款，則就本條而言，第一輪試驗或檢查不視為額外試驗或檢查，而須包括在暫定數量或暫定款的調整內。

7.5.3 The Sub-Contractor shall inform the Client-Contractor not less than 24 hours before work is to be covered up to allow the Client-Contractor to inspect such work. If the Client-Contractor fails to inspect, the Sub-Contractor may carry out his own inspection and cover up. If the Client-Contractor requires work to be uncovered for inspection after it has been covered up, the Sub-Contractor shall so uncover the work. All costs of such an inspection and subsequent making good shall be borne by the Client-Contractor, unless the inspection reveals that the work is not in accordance with this Sub-Contract, in which case the costs shall be borne by the Sub-Contractor.

7.5.3 分包商須在工作掩蔽前不少於24小時前通知上家承包商，讓上家承包商檢查有關工作。如上家承包商沒有檢查，分包商可自行檢查及掩蔽。如上家承包商要求工程在掩蔽後揭開檢查，分包商須揭開。檢查及事後修復的所有費用由上家承包商承擔，除非檢查後發現工作不符合本分包合同，則費用由分包商承擔。

7.5.4 If the Sub-Contractor fails to give the notice required by Clause 7.5.3, then the Client-Contractor may nevertheless require the inspection of any relevant work, and the costs of such an inspection and subsequent making good shall be borne by the Sub-Contractor.

7.5.4 如分包商未能按第7.5.3條發出通知，上家承包商仍可檢查相關的工作，而檢查及事後修復的所有費用由分包商承擔。

## ↕↑7.6 Defects liability 保修責任

7.6.1 The Sub-Contractor shall replace or rectify any materials or work which are found at any time before the expiry of the Defects Liability Period to be not in accordance with this Sub-Contract at his own cost on his own initiative or as and when instructed by the Client-Contractor to do so.

7.6.1 如物料或工作在保修期屆滿前的任何時間被發現不符合本分包合同，分包商須主動或在上家承包商指示時，自費予以更換或修補。

7.6.2 At any time not later than 14 days after the expiry of the Defects Liability Period, the Client-Contractor may issue one or more lists of defects to the Sub-Contractor for the Sub-Contractor to rectify. The Sub-Contractor shall rectify all defects on the lists of defects within such reasonable times as directed by the Client-Contractor or, if not so directed, within a reasonable time of receipt of a list.

7.6.2 在不遲於保修期屆滿後14日的任何時間，上家承包商可向分包商發出一張或多張缺陷清單，讓分包商跟進修補。分包商須按上家承包商指示的各個合理時間內(如無指示，則在接獲清單的合理時間內)，修補缺陷清單內的所有缺陷。

7.6.3 If the Sub-Contractor fails to rectify defects within the aforesaid reasonable time, then the Client-Contractor may issue a notice to the Sub-Contractor informing him of the Client-Contractor's intention to employ others to rectify the defects specified in the notice at the expense of the Sub-Contractor. If the Sub-Contractor continues to fail to proceed to rectify the defects for a further period of 7 days or if the Sub-Contractor fails to carry on diligently thereafter, then the Client-Contractor shall be entitled to employ others to rectify the defects, and to recover the extra cost of so doing from the Sub-Contractor.

7.6.3 如分包商未能在上述的合理時間內修補缺陷，上家承包商可向分包商發出通知，表示上家承包商有意聘用他人修補通知內所指明的缺陷，而費用由分包商承擔。如分包商在7日內仍沒有展開修補缺陷的工作，或分包商其後未能持續不懈地進行，則上家承包商有權聘用他人修補缺陷，並從分包商取回因此而蒙受的額外費用。

7.6.4 The Client-Contractor may instruct the Sub-Contractor not to rectify some or all of the defects specified on the lists which have been issued by the Client-Contractor, in which case a reasonable deduction from the Sub-Contract Price shall be made in respect of such defects.

7.6.4 上家承包商可指示分包商不必修補上家承包商發出的清單內指明的部分或所有缺陷，若然如此，分包合同價款須就有關缺陷作出合理扣減。

7.6.5 After the expiry of the Defects Liability Period and the completion of rectification of defects on the lists of defects to his satisfaction, the Client-Contractor shall issue to the Sub-Contractor a Defects Rectification Certificate to that effect. Each Sub-Contract Works Section shall have its own separate Defects Rectification Certificate. A Defects Rectification Certificate issued by the Contract Administrator or the Upper-tier Contractors covering any part of the Client-Contract Works shall also be deemed to be a valid Defects Rectification Certificate in respect of any part of the Sub-Contract Works which belongs to the said part of the Client-Contract Works.

7.6.5 保修期屆滿及缺陷清單的缺陷已修補完成達致他滿意的程度後，上家承包商須向分包商發出保修完成證書。各分包工程分部須有個別的保修完成證書。合同監理或再上層承包商發出的包含上家承包工程任何部份的任何保修完成證書，視為屬於該上家承包工程部份的分包工程部份的有效的保修完成證書。

7.6.6 The issue of a Defects Rectification Certificate for any part of the Sub-Contract Works shall discharge the Sub-Contractor from any further obligation to carry out the work of rectifying defects in that part of the Sub-Contract Works which were patent before the issue of the Defects Rectification Certificate, but it shall not prejudice the Sub-Contractor's obligations under a warranty or guarantee or the Client-Contractor's other rights and remedies either under this Sub-Contract or at law regarding defective work or other breaches of contract.

7.6.6 就分包工程任何部份發出的保修完成證書，可解除分包商對該分包工程部份在發出保修完成證書前發現的缺陷的修補責任，但這並不影響分包商在保證及擔保項下的責任，或影響上家承包商按本分包合同或法律應有的關於缺陷工作或其他違約事宜的權利和補救。

### ✚ 7.7 Warranties and guarantees 保證及擔保

7.7.1 The Sub-Contractor shall procure such warranties or guarantees as may be required by this Sub-Contract. The Sub-Contractor shall (so far as he is lawfully able to do so) assign to the Client-Contractor the benefits of all suppliers' and sub-sub-contractors' warranties or guarantees for materials or work insofar as they are standard sales ancillary benefits of the suppliers or sub-sub-contractors or they are required by this Sub-Contract.

7.7.1 分包商須取得本分包合同規定的保證或擔保。分包商須（在法律容許的範圍內）向上家分包商轉讓所有供應商及再分包商有關物料或工作的保證或擔保的所有權益，只要有關權益為供應商或再分包商的標準銷售附帶權益或為本分包合同所規定的。

7.7.2 The submission of the aforesaid warranties and guarantees satisfactorily in full compliance with this Sub-Contract shall be a pre-requisite to the partial release of the retention fund upon substantial completion of the relevant Sub-Contract Works Section under Clause 6.16.5(b).

7.7.2 上述保證及擔保滿意地完全符合本分包合同地提交，乃按第6.16.5(b)條在有關的分包工程分部充份竣工後發放部份保修金的先決條件。

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