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**臨時建造業統籌委員會**

**Provisional Construction Industry Co-ordination Board**

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# **工程分判指引**

## **GUIDELINES ON SUBCONTRACTING PRACTICE**

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**2003年3月  
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## 序言

工程分判是本地建造業源用的作業方式，在建造供應鏈中提供必要的彈性。然而，這個制度存在不少問題，顯著的包括經多層分判後，確保建造質素的責任便會變得模糊不清，及中介人式的分判減少了實際用於施工的財政資源，但對工程的成本效益卻沒有增值作用。

建造業檢討委員會（建檢會）在 2001 年 1 月發表的報告中，提出數項措施以改善現況，其中包括建立非強制性分包商註冊制度、向分包商提供培訓及加強監管、以及由承建商協助提升分包商的表現。

臨時建造業統籌委員會（臨時建統會）制定這套指引以落實建檢會的建議，提供有利環境以發展更有效的合作關係和達致更好的建造質素。

臨時建造業統籌委員會  
2003 年 3 月

## Foreword

Subcontracting is a long-standing practice in the local construction industry that provides an essential element of flexibility in the overall supply chain. However, it has been plagued by a host of problems, notably those associated with multi-layer subcontracting which blurs the accountability for assuring built quality as well as broker-type subcontracting which drains the financial resources available for the actual execution of works and creates no added value for project delivery.

In its report published in January 2001, the Construction Industry Review Committee (CIRC) has put forward some initiatives to improve the present situation. These include setting up of a voluntary subcontractor registration scheme, training and tightened control over subcontractors, as well as contractors assisting to raise the performance standards of subcontractors.

These guidelines are published by the Provisional Construction Industry Co-ordination Board (PCICB) in response to the recommendation made by CIRC aiming to raise the performance standards of subcontractors by providing them with a conducive environment to develop more effective collaboration and achieve better built quality.

*Provisional Construction  
Industry Co-ordination Board  
March 2003*

# 第 1 章

## 緒言

### 目標

1.1. 工程分判指引旨在列載建造業認可的良好分判作業原則(“良好作業原則”),以期推廣有關知識及推動業界廣泛採用,從而達到下列目標 –

- (a) 清楚界定分包合約締約各方的角色和責任;
- (b) 公平的付款條款及適時發放薪金;
- (c) 公開和具透明度的遴選分包商過程;
- (d) 有效而具透明度的架構以管理分判活動;
- (e) 清晰訂明分包合約內各項工程責任誰屬;
- (f) 促使各方在履行分包合約時加強合作和協調;以及
- (g) 分包商持續提升其表現的意願。

# Chapter 1

## Introduction

### Objectives

1.1. These guidelines are designed to document the principles of good subcontracting practice (“principles of good practice”) recognized by the industry, thus facilitating knowledge transfer and promoting their wider adoption so as to achieve the following –

- (a) a clear delineation of roles and responsibilities between different parties involved;
- (b) equitable payment terms and timely payment of wages;
- (c) an open and fair selection process of subcontractors;
- (d) an effective and transparent framework for the management of subcontracting activities;
- (e) an unambiguous chain of accountability for works executed under subcontracts;
- (f) stronger sense of collaboration and co-ordination in executing subcontracts; and
- (g) willingness of subcontractors to pursue continuing improvement of performance.

## **適用範圍**

1.2. 指引適用於各層的自選分包合約但不適用於指定分包合約。

## **結構**

1.3. 第 2 至 4 章涵蓋數個主要的範疇，包括訂立分包合約、其採購安排及管理等三個主要課題的良好作業原則。

1.4. 本指引的最後部份提供一個索引，用以查閱有助達到上文第 1.1 段各項目標的良好作業原則。

## **用語**

1.5 在本指引內，“應該”是指該事項是良好作業原則。“可以”或“可以考慮”是指該事項只供參考。

## **Scope of application**

1.2. These guidelines apply to all tiers of domestic subcontracts but will not cover nominated subcontracts.

## **Structure**

1.3. The principles in Chapters 2 to 4 cover a number of key topics covering subcontracts, procurement of subcontracts and management of subcontracts.

1.4. An index is provided at the end of these guidelines to show the relationship between principles of good practice and the objectives set out in paragraph 1.1.

## **Terminology**

1.5. Throughout these guidelines, the term “*should*” is used for matters identified as good practice, while “*may*” and “*may be considered*” are used for matters only for consideration.

## 第 2 章

### 分包合約

#### 引言

2.1. 本章詳述承建商及分包商在訂立合約關係時的良好作業原則。

#### 書面分包合約

2.2. 各層的分包合約應以書面形式訂立，以增加透明度和更有效地保障締約雙方的法律權責。

#### 標準合約

2.3. 分包合約可採用公司沿用或有關行業商會制定的標準合約，再按個別情況修訂。

2.4. 香港建造商會制定的標準自選分包合約，就是業內標準合約的例子。該標準合約的印刷版本可以在香港建造商會購買，地址：灣仔軒尼詩道，180-182 號，3 樓，電話 2572 4414。將會檢討該標準合約以引入本指引所建議的良好作業原則。

#### 分包合約條款

2.5. 不論採用公司沿用的標準合約還是業內的標準合約，分包合約條款都應清晰詳盡地界定締約各方必須遵守的權利與義務。

## Chapter 2

### Subcontracts

#### Introduction

2.1. This chapter deals with the principles of good practice governing the contractual relationship established between contractors and subcontractors.

#### Written subcontracts

2.2. Subcontracts executed at all layers should be made on written documents for the sake of better transparency and more effective safeguard of legal rights and obligations.

#### Standard forms

2.3. Subcontracts may be based on standard forms promulgated by individual companies or trade associations, with appropriate customizations as required.

2.4. An example of industry standard form is the Standard Form of Domestic Subcontracts published by the Hong Kong Construction Association, copies of which are available for sale at 3/F, 180-182 Hennessy Road, Wan Chai, Hong Kong (tel. no: 2572 4414). A review will be conducted to ensure that the principles of good practice recommended in these guidelines are incorporated into the standard form.

#### Terms of subcontracts

2.5. The terms of a subcontract, whether in company standard form or industry standard form, should define with clarity the full set of rights and obligations binding both parties.

2.6. 合約條款應對締約相方均公平及合理。公司沿用的標準合約不應包含偏幫承建商的條款。同樣地，對業內標準合約的修改亦不應不合理地把責任和風險轉嫁於分包商。

## **管制進一步轉判**

2.7. 分包合約應明確禁止轉判整份分包合約，亦可要求分包商在轉判部份工程前要取得承建商的同意。

## **付款條款**

2.8. 分包合約應清楚訂明釐定中期及最終應付款的方法。

2.9. 應制定條款以涵蓋下列主要範疇 –

- (a) 公平和適時發放已完成的工程的工程款項;
- (b) 公正及清楚明確的扣減分包商可得款項的安排，清晰界定在何種情況下可以扣減分包商可得的工程款項;
- (c) 確認分包工程的改動，以及有關的估值和付款安排;
- (d) 盡早完成工程款項的最後結算;
- (e) 在收不到工程款項或被拖欠款項時分包商有那些可以行使的權益包括暫停工程及進行審裁，調解及仲裁；
- (f) 分包商可以對被拖欠的工程款項收取合理利息的合約權益；

2.6. The contract terms should be fair and reasonable to both contracting parties. Company standard forms should not incorporate terms that are biased toward contractors. Similarly, changes made to the industry standard forms should not bring about an inequitable shift of risks and responsibilities to the subcontractors.

## **Control of further subcontracting**

2.7. Further subcontracting of the whole subcontract should be explicitly prohibited. Subcontractors may also be required to seek prior consent from contractors for further subcontracting parts of the works.

## **Payment terms**

2.8. The method to ascertain interim and final payments under subcontracts should be clearly defined.

2.9. Provisions should be made to cater for the following key aspects –

- (a) fair and timely payments for the amount of works completed;
- (b) clear and equitable arrangements on deduction of payments that set out the grounds on which deductions may be made from payments due to subcontractors ;
- (c) identification, valuation and payment for variations to subcontract works;
- (d) early settlement of final account;
- (e) the rights of subcontractor in case of non-payment or late payment, such as suspended execution of works and referral to adjudication, mediation and arbitration;
- (f) the contractual entitlement of subcontractors to recover reasonable interest on delayed payment;

- (g) 分包商向所僱用的工人及次分包商準時發放工資及工程款項的承諾及在不能履行承諾時可以採取的行動；以及
- (h) 扣減以作為工程累積保證金的工程款項的百份比。保證金應於分包商履行其合約責任後全數退還。

2.10. 可以考慮其他的付款安排以加強分包商得到工程款項的保證，例如由委託機構直接向分包商付款或經由獨立人士管理的賬戶支付。

### 工作及薪金記錄

2.11. 分包合約應包括條款要求分包商提供完整及準確的工作及薪金記錄以監控工資的發放，掌握資源的調配及評估僱員賠償。

### 法例規定的責任

2.12. 分包合約應訂明遵守法例規定的責任，特別是有關僱傭、環保、職業健康及工地安全的法例規定。

2.13. 分包合約亦應禁止僱用非法勞工及要求分包商在較低層次的分包合約內加入同樣條款。

### 分包商的責任

2.14. 分包合約應適當地界定分包商履行總承包合約條款的責任。在可行情況下應盡量避免使用可能引起混淆的詞語如“back to back”；如必須使用，則應清楚說明其含意。

- (g) commitment by subcontractors to make timely payment of wages to their workers and subcontractors in lower tiers as well as actions that could be taken against failure to do so; and
- (h) percentages of payment to be deducted as retention money, which should be released fully upon fulfillment of obligations under the subcontracts.

2.10. Alternative arrangements may be considered to enhance the security of payment for subcontractors, including direct payment by clients or payment made through accounts administered by independent parties.

### Attendance and wage records

2.11. Subcontracts should contain provisions requiring subcontractors to make available a complete set of accurate attendance and wage records to facilitate monitoring of wage payment, resource deployment and employees' compensation assessment.

### Statutory obligations

2.12. Subcontracts should specify the responsibility for ensuring compliance with statutory requirements, particularly those related to employment, environment, occupational health and site safety.

2.13. Subcontracts should also prohibit employment of illegal workers and require subcontractors to impose similar terms in subcontracts in lower tiers.

### The obligation of subcontractors

2.14. The obligation of subcontractors to fulfill relevant terms contained in the main contracts should be suitably underscored. Potentially ambiguous phrases such as “back to back” should be avoided as far as practical and clearly defined when used.



## **保險保障**

2.15. 分包合約應界定提供保險保障的法律責任，特別是僱員賠償及第三者保險。

## **承建商的協助**

2.16. 分包合約應列出承建商須向分包商提供的協助和設施。在這方面，“協助”包括工地安全設施及在施工時間表中為分包工程作出適當安排。

## **解決糾紛**

2.17. 分包合約應促進預防及盡早解決糾紛。除仲裁外，締約各方亦可考慮在合約內加入其他的解決糾紛機制，包括進行調解、審裁、及設立解決糾紛委員會。

## **其他合約條款**

2.18. 締約各方可考慮把下述條款加入在分包合約內—

- (a) 合資格技工的最低比率，以確保建造質素，推動建築工人技能的提昇和發展；
- (b) 直接僱用或直接管理工人的最低比率；
- (c) 提供履約保證金的規定，但不應對分包商構成過份的財務負擔；
- (d) 可以終止分包合約的情況；

## **Insurance coverage**

2.15. Subcontracts should demarcate the responsibility to take out insurance coverage, particularly on employees' compensation and third party liability.

## **Attendance provided by contractors**

2.16. Subcontracts should stipulate the attendance and facilities that contractors should provide to subcontractors. In this respect, “attendance” includes site safety provisions and proper allowance for subcontracted works in the construction programme.

## **Dispute resolution**

2.17. Subcontracts should facilitate the prevention and early resolution of disputes. Apart from arbitration, alternative arrangements such as mediation, adjudication and dispute resolution boards may also be considered.

## **Other contract terms**

2.18. The subcontracting parties may include terms on –

- (a) minimum ratio of trade-tested workers to ensure built quality, promote skills upgrading and development;
- (b) minimum ratio of directly employed or controlled labour;
- (c) requirements for the placing of performance bond or guarantee but without unduly imposing an excessive financial burden for subcontractors;
- (d) circumstances entitling the parties to terminate subcontracts;

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| <p>(e) 分包商協助承建商實施控制進出工地的安排；</p>             | <p>(e) subcontractors' co-operation in exercising control of access to the construction site;</p>                                 |
| <p>(f) 分包商參與排解承建商和委託機構之間的糾紛；</p>            | <p>(f) involvement by subcontractors in the dispute resolution process initiated between clients and contractors;</p>             |
| <p>(g) 承諾與其他承建商，供應商，顧問，政府部門和公共服務事業公司合作；</p> | <p>(g) commitment to co-operate with other contractors, suppliers, consultants, government departments and utility providers;</p> |
| <p>(h) 就專門工程向委託機構提供保證；</p>                  | <p>(h) collateral warranties for specialist work provided by subcontractors in favour of employers;</p>                           |
| <p>(i) 在締約各方出現財政問題時的應變安排；以及</p>             | <p>(i) arrangements catering for insolvency of the contracting parties; and</p>   |
| <p>(j) 可以導致延長竣工期的情況。</p>                    | <p>(j) circumstances that could give rise to extension of time.</p>   |

## 第 3 章

### 分包合約的採購安排

#### 引言

3.1. 本章詳述採購的良好作業原則，包括遴選分包商，及就分包合約的條款達成協議。

3.2. 分包合約的採購工作，可透過直接協商或投標方式進行。下文會集中討論投標方式。

#### 時間安排

3.3. 爲了有更多的時間甄選合適的分包商，承建商可以考慮在投標前完成分包合約的採購工作。承建商亦可考慮採用條件協議。在這一項安排下，承建商在取得總承包合約的情況下，才會締結分包合約。

#### 招標文件

3.4. 招標文件應提供–

- (a) 清晰，明確的投標要求及足夠的資料，讓投標者能提交切實可行的標書；
- (b) 具體的評審標書準則；以及
- (c) 清晰的提交標書指示。

3.5. 標書可以包括工料清單或工料定價表，以清楚界定分包商合約的工程性質及範圍。

## Chapter 3

### Procurement of Subcontracts

#### Introduction

3.1. This chapter spells out the principles of good procurement practice, including selecting subcontractors and concluding terms of subcontracts.

3.2. Subcontracts may be procured through direct negotiation or tendering. The following paragraphs focus on tendering

#### Timing

3.3. To allow more adequate time for the selection of suitable subcontractors, contractors may conduct procurement of subcontracts before tender submission. This could be done by pre-contract agreements whereby the actual award of subcontracts will be contingent upon outcome of the tender exercise.

#### Tender documents

3.4. Tender documents should set out –

- (a) clear and unambiguous tender requirements and adequate level of information for tenderers to submit realistic bids;
- (b) details about the tender evaluation criteria; and
- (c) clear instructions for submission of tenders.

3.5. Bills of quantities or schedules of rates may be included in tender documents to clearly define the scope and nature of the works involved.

## **發出投標邀請書**

3.6. 投標邀請書應在同一時間發給所有的投標者。

## **甄選投標者**

3.7. 承建商可以考慮為不同的類型的工程建立認可的分包商名冊並從中挑選可以參予投標的分包商。

3.8. 另外，承建商亦可以在政府管理的認可名冊或由業界管理的認可名冊中挑選投標者，例如臨時建統會將會推出的非強制性分包商註冊制度。

## **招標期**

3.9. 投標者應有充分時間擬備標書。至於給予多少時間，則應按分包合約的複雜程度來釐定。

## **提交標書**

3.10. 為對其他的投標者公平起見，逾期遞交的標書應不予接納。

## **評審標書**

3.11. 所有標書應一律按照招標文件所列的準則進行公平及公正的評審。

3.12. 評審標書準則應在價格、過往表現和質素方面有適當的比重，從而促進良性競爭。評審標書時可以採用下列準則－

- (a) 承辦性質相近的工程的經驗；

## **Issue of tender invitations**

3.6. Invitations for tender should be issued to all tenderers at the same time.

## **Shortlisting of tenderers**

3.7. Contractors may maintain lists of approved subcontractors eligible to tender for different types of works and conduct shortlisting accordingly.

3.8. Alternatively, shortlisting may be made with reference to relevant registers maintained by Government or industry organizations such as the voluntary subcontractor registration scheme to be launched by the PCICB.

## **Tendering period**

3.9. The tendering period should be sufficient for tender preparation and should be commensurate with the level of complexity involved.

## **Submission of tenders**

3.10. For the sake of fairness to other bidders, late returns beyond the stipulated deadline should not be accepted.

## **Tender assessment**

3.11. All tenders should be assessed on fair and equal basis using the criteria stipulated in tender documents.

3.12. Tender assessment criteria should aim at promoting healthy competition by placing suitable weights on price, past performance and quality. The following criteria may be used in tender evaluation –

- (a) previous experience on jobs of similar nature;

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| <p>(b) 主要管理，技術及監督人員是否足夠及有沒有所需的專業技能及訓練；</p> <p>(c) 資金與人手等是否足夠，俾在進行現有工程之餘仍有能力承辦有關分包項目；</p> <p>(d) 技術建議書的質素，尤其是在是否符合招標規定方面；</p> <p>(e) 過往表現包括在履行下列各項的合約及法例規定的表現－</p> <ul style="list-style-type: none"> <li>• 工地安全及職業健康；</li> <li>• 僱傭；及</li> <li>• 環保；</li> </ul> <p>(f) 價格及付款條文及提供合約上要求的履約保證書的能力；以及</p> <p>(g) 投標價格的不正常現象。</p> | <p>(b) adequacy, professional competence and training of key management, technical and supervisory staff;</p> <p>(c) availability of capital and labour resources to undertake the subcontract on top of other on-going commitments;</p> <p>(d) quality of technical proposal with particular reference to compliance with tender requirements;</p> <p>(e) past record of performance including compliance with contractual and statutory provisions on –</p> <ul style="list-style-type: none"> <li>• site safety and occupational health;</li> <li>• employment; and</li> <li>• environment;</li> </ul> <p>(f) price and payment terms as well as the ability to provide bond or guarantee, if required; and</p> <p>(g) irregularity of tender prices.</p> |
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### 投標過程中的誠信

3.13. 投標過程應具誠信和有透明度。參與者不應以串同定價等有違操守的行為，破壞投標過程中的誠信原則。

3.14. 應該採取措施，確保標書及其他敏感的商業資料的保密。

3.15. 承建商應避免引入不健康的競爭，包括逐步降價式的投標方式，透過多輪的投標以其獲得比最低標價更低的造價。

### Integrity of tendering process

3.13. The tendering process should be conducted with honesty and transparency. Interested parties should refrain from compromising the integrity of this process by engaging in unethical behaviour such as price collusion.

3.14. Measures to safeguard the confidentiality of tender submissions and other sensitive commercial information should be available.

3.15. Contractors should refrain from practices leading to unhealthy competition such as Dutch auction or bid pedaling whereby repeated rounds of tendering are conducted with a view to pricing out the lowest bidder.

## 第 4 章

### 管理分包合約

#### 引言

4.1. 本章闡述有關妥善管理分包合約的良好作業原則。

#### 了解工程項目要求

4.2. 承建商應主動提供適當指引使分包商能明瞭工程項目的要求及其法律責任－

- (a) 在動工前舉行簡介會（可安排委託機構一同出席），向分包商講解項目的主要要求；以及
- (b) 擬備分包合約主要條款的清單以方便查閱。

#### 監督與管理

4.3. 承建商應制定有效的機制，以便妥善管理以下主要範疇內的工程分判活動－

- (a) 分包合約的工程範圍；
- (b) 協調各分包商的工作；
- (c) 控制分包合約工程的施工時間和質素；
- (d) 履行有關僱傭，職業健康，工地安全，及環保方面的責任；

## Chapter 4

### Management of Subcontracts

#### Introduction

4.1. This chapter expounds on the principles of good practice in connection with management of subcontracts.

#### Understanding of project requirements

4.2. Contractors should be proactive in providing guidance to subcontractors on the project requirements and their legal obligations by –

- (a) pre-contract briefing sessions (with the involvement of clients, if possible) to highlight major project requirements; and
- (b) preparation of a checklist of key provisions of the subcontract for quick reference.

#### Supervision and management

4.3. Contractors should set up a mechanism to manage subcontracting activities in the following areas –

- (a) scope of works to be executed through subcontracts;
- (b) co-ordination of subcontractors;
- (c) control over timing and quality of subcontracted works;
- (d) compliance with obligations on employment, occupational health, site safety and environment;

- (e) 準時向工人及較低層次的分包商發放工資及工程款項；以及
- (f) 管制進一步把合約轉判及防止中介人式的分判活動。

4.4. 承建商與分包商均須調派足夠人手，妥善管理和監督分包工程。承建商不應把管理和監督的責任全盤轉嫁予分包商，並應指派專人/小組監督由各層分包商進行的工程。

### **協調與解決問題**

4.5. 承建商和分包商應確立有效的機制，透過協調和積極的方式解決問題。可行的安排包括定期舉行會議檢討工程的進展及共同巡視工地，以查核工地安全措施，及在施工期間和完工後的工程質素。

### **工作關係**

4.6. 締約各方應在恪守道德操守和公平交易的基礎上積極培養和衷合作的精神。承建商亦可與聲譽良好的分包商發展長遠的策略性合作關係。

4.7. 締約各方可考慮採用伙伴合作模式，以達致訂定共同目標，改善參與工程各方的溝通，及迅速排解糾紛。

### **持續提升表現**

4.8. 承建商應主動向分包商提供以下支援，以持續提升其表現－

- (e) timely payment to workers and subcontractors in lower tiers; and
- (f) control of further subcontracting activities and prevention of broker-type subcontracting.

4.4. Both contracting parties should devote adequate time and staff resources towards the management and supervision of subcontracted works. In particular, contractors should not shift the entire burden of management and supervision to subcontractors and should oversee the works being carried out in all tiers with dedicated teams/persons.

### **Co-ordination and problem solving**

4.5. Contractors and subcontractors should work out an arrangement to facilitate co-ordinated and proactive problem solving. To this end, regular meetings to review progress and joint site inspections to check the quality of completed works, work in progress and safety compliance may be considered.

### **Working relations**

4.6. The contracting parties should strive to nurture a cooperative spirit built upon ethical behaviour and fair dealings. Contractors may also develop long-term strategic relationship with subcontractors enjoying a good reputation.

4.7. The contracting parties may adopt partnering arrangements to facilitate the setting of common objectives, to improve communication and to expedite the resolution of disputes.

### **Continuing improvements**

4.8. Contractors should provide active support to their subcontractors to elevate their performance through –

- (a) 定期評估分包商的表現；
- (b) 工程完工後的檢討；以及
- (c) 培訓管理，監督人員和工人。

4.9. 承建商可以考慮對表現欠佳的分包商處以罰則，包括暫停投標資格或在認可名冊上除名。

### **委託機構的參與**

4.10. 委託機構應就影響分包工程的事項適時作出決定並避免在項目推展後期對工程作出改動。委託機構亦應要求總承建商設立適當的機制及程序以遴選、監督和管理分包商，但不應直接介入這些工作。

4.11. 爲了掌握全面資料，委託機構亦可要求總承建商在合理的範圍內提交分包商的資料及將透過分包合約完成的工程。

- (a) regular performance evaluation and appraisals;
- (b) post-completion reviews; and
- (c) training for the managerial and supervisory staff and workmen.

4.9. Contractors may impose sanctions against subcontractors with poor performance through measures such as suspension from tendering or removal from approved lists.

### **Client involvement**

4.10. Clients should make timely decisions and avoid late variations on subcontracted works. They should require main contractors to adopt proper systems and procedures for selecting, supervising and managing subcontractors but should refrain from direct interference with these activities.

4.11. In order to reduce the extent of information asymmetry, clients may require the main contractors to submit details, within reasonable limits, on their subcontractors and the part of the works to be subcontracted.



## 索引

目標*	相關段落		
	第 2 章	第 3 章	第 4 章
(a) 清楚界定分包合約締約各方的角色和責任	第 2.2 至 2.18 段		
(b) 公平的付款條款及適時發放薪金	第 2.8 至 2.10 段		
(c) 公開和具透明度的遴選分包商過程		第 3.3 至 3.15 段	
(d) 有效而具透明度的架構以管理分判活動			第 4.3、4.4、4.10 及 4.11 段
(e) 清晰訂明分包合約內各項工程責任誰屬	第 2.5 至 2.7、2.12 至 2.16 段		第 4.2 至 4.4 段
(f) 促使各方在履行分包合約時加強協調和合作			第 4.5 至 4.7 段
(g) 分包商持續提升表現的意願			第 4.8 及 4.9 段

\* 第 1 章第 1.1 段所述的各項目標。

## Index

Objectives*	Paragraphs		
	Chapter 2	Chapter 3	Chapter 4
(a) a clear delineation of roles and responsibilities between different parties involved	2.2 to 2.18		
(b) equitable payment terms and timely payment of wages	2.8 and 2.10		
(c) an open and fair selection process of subcontractors		3.3 to 3.15	
(d) an effective and transparent framework for the management of subcontracting activities			4.3, 4.4, 4.10 and 4.11
(e) an unambiguous chain of accountability for works executed under subcontracts	2.5 to 2.7, 2.12 to 2.16		4.2 to 4.4
(f) stronger sense of collaboration and co-ordination in executing subcontracts			4.5 to 4.7
(g) willingness of subcontractors to pursue continuing improvement of performance			4.8 and 4.9

\* Objectives listed in paragraph 1.1 of Chapter 1.