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1. 一般规定 / General Provisions

1.1 定义/ Definitions

在合同条件（“本条件”），包括专用条件和通用条件中，下列词语和措辞应具有以下所述的含义.除上下文另有要求外，文中人员或当事各方等词语包括公司和其他合法实体。

In the Conditions of Contract (“these Conditions”), which include Particular Conditions and these General Conditions, the following words and expressions shall have the meaning stated. Words indicating persons or parties include corporation and other legal entities, except where the context requires otherwise.

1.1.1 合同/ The Contract

- (a) “合同”系指合同协议书、本条件、雇主要求、投标书和合同协议书列出的其他文件（如果有）。

“Contract” means the Contract Agreement, these Conditions, the Employer’s Requirement, the Tender, and further document (if any) which are listed in the Contract Agreement.

- (b) “合同协议书”系指第 1.6 款[合同协议书]中所述的合同协议书及所附各项备忘录。

“Contract Agreement” means the contract agreement referred to in Sub-Clause 1.6 [Contract Agreement], including any annexed memoranda.

- (c) “雇主要求”系指合同中包括的，题为雇主要求的文件，其中列明工程的目标、范围、和（或）设计和（或）其他技术标准，以及按合同对此项文件所作的任何补充和修改。

“Employer’s requirements” means the document entitled employer’s requirements, as included in the Contract, and any additions and modifications to such document in accordance with the Contract. Such document specifies the purpose, scope, and/or design and/or other technical criteria, for the Works.

- (d) “投标书”系指包含在合同中的由承包商提交的为完成工程签署的报价，以及随同提交的所有其他文件（本条件和雇主要求除外，如同时提交）。

“Tender” means the Contractor’s signed offer for the Works and all other documents which the Contractor submitted therewith (other than these Conditions and Employer’s Requirements, if so submitted), as

included in the Contract.

- (e) “履约保证”和“付款计划表”系指合同中包括的具有上述名称的文件（如果有）。

“Performance Guarantees” and “Schedule of payments” mean the documents so named (if any), as included in the Contract.

1.1.2 各方和人员/ Parties and Persons

- (a) “当事方（或一方）”根据上下文需要，或指雇主，或指承包商。

“Party” means the Employer or the Contractor, as the context requires.

- (b) “雇主”系指在合同协议书中被称为雇主的当事人及其财产所有权的合法继承人。

“Employer” means the person named as employer in the Contract Agreement and the legal successors in title to this person.

- (c) “承包商”系指合同协议书中被称为承包商的当事人及其财产所有权的合法继承人。

“Contractor” means the person(s) named as contractor in the Contract Agreement and the legal successors in title to this person(s).

- (d) “雇主代表”系指由雇主在合同中指名的人员，或有时由雇主根据第 3.1 款 [雇主代表的人员] 的规定任命为其代表的人员。

“Employer’s Representative” means the person named by the Employer in the Contract or appointed from time to time by the Employer under Sub-Clause 3.1 [the Employer’s Representative], who acts on behalf of the Employer.

- (e) “承包商代表”系指由承包商在合同中指名的人员，或有时由承包商根据第 4.3 款[承包商代表]的规定任命为其代表的人员。

“Contractor’s Representative” means the person named by the Contractor in the Contract or appointed from time to time by the Contractor Sub-Clause 4.3 [the Contractor’s Representative], who acts on behalf of the Contractor.

- (f) “雇主人员”系指雇主代表、第 3.2 款[其他雇主人员]中提到的助手、以及雇主和雇主代表的所有其他职员、工人和其他雇员，以及雇主或雇主代表通知承包商作为雇主人员的任何其他人员。

“Employer’s Personnel” means the Employer’s Representative, the assistants referred to in Sub-Clause 3.2 [Other Employer’s Personnel] and all other staff, labour and other employees of the Employer and of the Employer’s Representative; and any other personnel notified to the

Contractor, by the Employer or the Employer's Representative, as Employer's Personnel.

- (g) “承包商人员”系指承包商代表和承包商在现场聘用的所有人员，包括承包商和每个分包商的职员、工人和其他雇员，以及所有其他帮助承包商实施工程的人员。

“Contractor's Personnel” means the Contractor's Representative and all personnel whom the Contractor utilizes on Site, who may include the staff, labour and other employees of the Contractor and of each Subcontractor, and any other personnel assisting the Contractor in the execution of the works.

- (h) “分包商”系指为完成部分工程，在合同中指名为分包商、或被任命为分包商的任何人员，以及这些人员财产所有权的合法继承人。

“Subcontractor” means any person named in the Contract as a subcontractor, or any person appointed as a subcontractor, for a part of the Works; and the legal successors in title to each of these persons.

- (i) “DAB（争端裁决委员会）”系指在合同中如此指名的一名或三名人员，或根据第 20.2 款[争端裁决委员会的任命]或第 20.3 款[对争端裁决委员会未能取得一致]的规定任命的其他人员。

“DAB” means the person or three persons so named in the Contract, or other person(s) appointed under Sub-Clause 20.2 [Appointment of the Dispute Adjudication Board] or Sub-Clause 20.3 [Failure to Agree Dispute Adjudication Board].

- (j) “菲迪克（FIDIC）”系指国际咨询工程师联合会。

“FIDIC” means the Federation International des Ingenieurs-Conseils, the international federation of consulting engineers.

1.1.3 日期、试验、期限和竣工 / Dates ,Test, Periods and Completion

- (a) “基准日期”系指递交投标书截止前 28 天的日期。

“Base Date” means the date 28 days prior to the latest date for submission of the Tender.

- (b) “开工日期”系指根据第 8.1 款[工程的开工]的规定通知的日期，合同协议书中另有规定的除外。

“Commencement Date” means the date notified under Sub-Clause 8.1 [Commencement of Works], unless otherwise defined in the Contract Agreement.

- (c) “竣工时间”系指专用条件中规定的，自开工日期算起，至工程或某

分项工程（视情况而定）根据第 8.2 款[竣工时间]规定的要求竣工（连同根据第 8.4 款[竣工时间的延长]的规定提出的任何延长期）的全部时间。

“Time for Completion” means the time for completing the Works or a Section (as the case may be) under Sub-Clause 8.2 [Time for Completion], as stated in the Particular Conditions (with any extension under Sub-Clause 8.4 [Execution of Time for Completion]), calculated from the Commencement Date.

- (d) “竣工试验”系指在合同中规定或双方商定的，或按指示作为一项变更的，在工程或某分项工程（视情况而定）被雇主接收前，根据第 9 条[竣工试验]的要求，进行的试验。

“Tests on Completion” means the tests which are specified in the Contract or agreed by both Parties or instructed as a Variation, and which are carried out under Clause 9 [Tests on Completion] before the works or a Section (as the case may be) are taken over by the Employer.

- (e) “接收证书”系指根据第 10 条[雇主接收]的规定颁发的证书。

“Taking-Over Certificate” means a certificate issued under Clause 10 [Employer’s Taking Over].

- (f) “竣工后试验”系指在合同中规定的，在工程或某分项工程（视情况而定）被雇主接收后，根据第 12 条[竣工后试验]的要求，进行的试验（如果有）。

“Tests after Completion” means the tests (if any) are specified in the Contract and which are carried out under Clause 12 [Tests after Completion] after the works or a Section (as the case may be) are taken over by the Employer.

- (g) “缺陷通知期限”系指专用条件中规定的，自工程或某分项工程（视情况而定）根据第 10.1 款[工程和分项工程的接收]的规定证明的竣工日期算起，至根据第 11.1 款[完成扫尾工作和修补缺陷]的规定通知工程或分项工程存在缺陷的期限（连同根据第 11.3 款[缺陷通知期限的延长]的规定提出的任何延长期）。如果专用条件中没有提出这一期限，该期限应为一年。

“Defects Notification Period” means the period for notifying defects in the Works or a Section (as the case may be) under Sub-Clause 11.1 [Completion of Understanding Works and Remedying Defects], as stated in the Particular Conditions (with any extension under Sub-Clause 11.3 [Extension of Defects Notification Period]), calculated from the date on which the Works or Section is completed as certified under Sub-Clause 10.1 [Taking Over of the Works and Sections]. If no

such period is stated in the Particular Conditions, the period shall be one year.

- (h) “履约证书”系指根据第 11.9 款[履约证书]的规定颁发的证书。
“Performance Certificate” means the certificate issued under Sub-Clause 11.9 [Performance Certificate].
- (i) “日（天）”系指一个日历日，“年”系指 365 天。
“day” means a calendar day and “year” means 365 days.

1.1.4 款项与付款 / Money and Payments

- (a) “合同价格”系指在合同协议书中写明的、经商定的工程设计、施工、竣工和缺陷修补的款额，包括以及按照合同做出的调整（如果有）。
“Contract Price” means the agreed amount stated in the Contract Agreement for the design, execution and completion of the Works and the remedying of any defects, and includes adjustment (if any) in accordance with the contract.
- (b) “成本（费用）”系指承包商在现场内外所发生（或将发生）的所有合理开支，包括管理费用及类似的支出，但不包括利润。
“Cost” means all expenditure reasonably incurred (or to be incurred) by the Contractor, whether on or off the Site, including overhead and similar charges, but does not include profit.
- (c) “最终报表”系指第 14.11 款[最终付款的申请]规定的报表。
“Final Statement” means the statement defined in Sub-Clause 14.11[Application for Final Payment].
- (d) “外币”系指可用于支付合同价格中部分（或全部）款项的当地货币以外的某种货币。
“Foreign Currency” means a currency in which part (or all) of the Contract Price is payable, but not the Local Currency.
- (e) “当地货币”系指工程所在国的货币。
“Local Currency” means the currency of the Country.
- (f) “暂列金额”系指合同中规定作为暂列金额的一笔款额（如果有），根据第 13.5 款[暂列金额]的规定，用于工程某一部分的实施，或用于提供生产设备、材料或服务。
“Provisional Sum” means a sum (if any) which is specified in the Contract as a provisional sum, for the execution of any part of the Works or for the supply of Plant, Material or services under Sub-Clause

13.5 [Provisional Sums].

- (g) “保留金”系指雇主根据第 14.3 款[期中付款的申请]的规定扣留的保留金累计金额，根据第 14.9 款[保留金的支付]的规定进行支付。

“Retention Money” means the accumulated retention moneys which the Employer retains under Sub-Clause 14.3 [Application for Interim Payments] and pays under Sub-Clause 14.9 [Payment of Retention Money].

- (h) “报表”系指承包商根据第 14 条[合同价格和付款]的规定提交的作为付款申请的组成部分的报表。

“Statement” means a statement submitted by the Contractor as part of an application for payment under Clause 14 [Contract Price and Payment].

1.1.5 工程和货物 / Works and Goods

- (a) “承包商设备”系指为实施和完成工程、以及修补任何缺陷需要的所有仪器、机械、车辆和其他物品。但承包商设备不包括临时工程、雇主设备（如果有）、以及拟构成或正构成永久工程一部分的生产设备、材料和其他任何物品。

“Contractor’s Equipment” means all apparatus, machinery, vehicles and other things required for the execution and completion of the Works and remedying of any defects. However, Contractor’s Equipment excludes Temporary Works, Employer’s Equipment (if any), Plant, Materials and any other things intended to form or forming part of the Permanent Works.

- (b) “货物”系指承包商设备、材料、生产设备和临时工程，或视情况其中任何一种。

“Goods” means Contractor’s Equipment, Materials, Plant and Temporary Works, or any of them as appropriate.

- (c) “材料”系指拟构成或正构成永久工程一部分的各类物品（生产设备除外），包括根据合同要由承包商供应的只供材料（如果有）。

“Materials” means things of all kinds (other than Plant) intended to form or forming part of the Permanent Works, including the supply-only materials (if any) to be supplied by the Contractor under the Contract.

- (d) “永久工程”系指根据合同承包商要进行设计和施工的永久性工程。

“Permanent Works” means the permanent works to be designed and executed by the Contractor under the Contract.

- (e) “生产设备”系指拟构成或正构成永久工程一部分的仪器、机械和车辆。
“Plant” means the apparatus, machinery and vehicles intended to form or forming part of the Permanent Works.
- (f) “分项工程”系指在专用条件中确定为分项工程（如果有）的工程组成部分。
“Section” means a part of the Works specified in the Particular Conditions as a Section (if any).
- (g) “临时工程”系指为实施和完成永久工程及修补任何缺陷，在现场所需的所有各类临时性工程（承包商设备除外）。
“Temporary Works” means all temporary works of every kind (other than Contractor’s Equipment) required on Site for the execution and completion of the Permanent Works and the remedying of any defects.
- (h) “工程”系指永久工程和临时工程，或视情况指二者之一。
“Works” means the Permanent Works and the Temporary Works, or either of them as appropriate.

1.1.6 其他定义 / Other Definitions

- (a) “承包商文件”系指第 5.2 条款[承包商文件]中所述的，承包商根据合同应提交的所有计算书、 计算机程序和其他软件、图纸、手册、模型、以及其他技术性文件。
“Contractor’s Documents” means the calculations, computer programs and other software, drawings, manuals, models and other documents of a technical nature supplied by the Contractor under the Contract; as described in Sub-Clause 5.2 [Contractor’s Documents].
- (b) “工程所在国”系指实施永久工程的现场（或其大部分）所在的国家。
“Country” means the country in which the Site (or most of it) is located, where the Permanent Works are to be executed.
- (c) “雇主设备”系指雇主要求中所述的，由雇主提供的供承包商在实施工程中使用的仪器、机械和车辆（如果有），但不包括尚未经雇主接收的生产设备。
“Employer’s Equipment” means the apparatus, machinery and vehicles (if any) made available by the Employer for the use of the Contractor in the execution of the Works, as stated in the Employer’s Requirements; but does not include Plant which has not been taken over by the Employer.

- (d) “不可抗力”见第 19 条[不可抗力]的定义。
“Fore Majeure” is defined in Clause 19 [Fore Majeure].
- (e) “法律”系指所有全国性（或洲的）法律、条例、法令和其他法律，以及任何合法建立的公共当局制定的规则和细则等。
“Laws” means all national (or state) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority.
- (f) “履约担保”系指根据第 4.2 款[履约担保]规定的担保（或各项担保，如果有）。
“Performance Security” means the security (or securities, if any) under Sub-Clause 4.2 [Performance Security].
- (g) “现场”系指将实施永久工程和运送生产设备与材料到达的地点，以及合同中可能指定为现场组成部分的任何其他场所。
“Site” means the places where the Permanent Works are to be executed and to which Plant and Materials are to be delivered, and any other places as may be specified in the Contract as forming part of the Site.
- (h) “变更”系指按照第 13 条[变更和调整]的规定，经指示或批准作为变更的，对雇主要求或工程所做的任何更改。
“Variation” means any change to the Employer’s Requirements or the Works, which is instructed or approved as a variation under Clause 13 [Variation and Adjustment].

1.2 解释 / Interpretation

在合同中，除上下文另有需要外： / In the Contract, except where the context requires otherwise:

- (a) 表示某一性别的词，包括所有性别；
Words indicating one gender include all genders;
- (b) 单数形式的词也包括复数含义，反之亦然；
Words indicating the singular also include the plural and words indicating the plural also include the singular.
- (c) 包括“同意（商定）”、“已达成（取得）一致”、或“协议”等词的各项规定都要求用书面记载；
Provisions including the word “agree”, “agreed” or “agreement” require the agreement to be recorded in writing, and

(d) “书面”或“用书面”系指手写、打字、印刷、或电子制作，并形成永久性记录。

“written” or “in writing” means hand-written, type-written, printed or electronically made, and resulting in a permanent record.

旁注和其他标题在本条件的解释中不应考虑。

The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.

1.3 通信交流 / Communications

本条件不论在何种场合规定给予或颁发批准、证明、同意、确定、通知和请求时，这些通信信息都应：

Wherever these Conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices and requests, these communications shall be:

(a) 采用书面形式，由人面交（取得对方收据），通过邮寄或信差传送，或用专用条件中提出的任何商定的电子传输方式发送；

in writing and delivered by hand (against receipt), sent by mail or courier, or transmitted using any of agreed systems of electronic transmission as stated in the Particular Conditions; and

(b) 交付、传送或传输到合同中注明的接收人的地址。但如接收人通知了另外地址时，随后通信信息应按新址发送；如接收人在请求批准、同意时没有另外说明，可按请求发出的地址发送。批准、证明、同意和确定不得无故被扣压或拖延。

delivered, sent or transmitted to the address for the recipient's communications as stated in the Contract. However: if the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and if the recipient has not stated otherwise when requesting an approval or consent, it may be sent to the address from which the request was issued. Approval, certificates, consents and determinations shall not be unreasonably withheld or delayed.

1.4 法律和语言 / Law and Language

合同应受专用条件中所述国家（或其他司法管辖区）的法律管辖。

The Contract shall be governed by the law of the country (or other jurisdiction) stated in the Particular Conditions.

当合同任何部分的文本采用一种以上语言编写时，应以专用条件中指定的主导语言文本为准。

If there are versions of any part of the Contract which are written in more than one language, the version which is in the ruling language stated in the Particular Conditions shall prevail.

通讯交流应使用专用条件中指定的语言，如未指定，应使用合同（或其大部分）编写用的语言。

The language for communications shall be that stated in the Particular Conditions. If no language is stated there, the language for communications shall be the language in which the Contract (or most of it) is written.

1.5 文件优先次序 / Priority of Document

构成合同的文件要认为是互相说明的.为了解释的目的，文件的优先次序如下：

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- (a) 合同协议书 / the Contract Agreement
- (b) 专用条件 / the Particular Conditions
- (c) 本通用条件 / these General Conditions
- (d) 雇主要求 / the Employer's Requirements
- (e) 投标书和构成合同组成部分的其他文件 / the Tender and other documents forming part of the Contract

1.6 合同协议书 / Contract Agreement

合同自合同协议书规定的日期起全面实施和生效.为签订合同协议书，依法征收的印花税和类似的费用（如果有）应由雇主承担。

The Contract shall come into full force and effect on the date stated in the Contract Agreement. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Employer.

1.7 权益转让 / Assignment

任一方都不应将合同的全部或任何部分，或合同中或根据合同所具有的任何利益或权益转让他人.但任一方：

Neither Party shall assign the whole or any part of the Contract or any benefit

or interest in or under the Contract. However, either Party:

- (a) 在另一方完全自主决定的情况下, 事先征得其同意后, 可以将全部或部分转让;
may assign the whole or any part with the prior agreement of the other Party, at the sole discretion of such other Party, and
- (b) 可以作为以银行或金融机构为受款人的担保, 转让其根据合同规定的任何到期或将到期应得款项的权利.
may, as security in favor of a bank or financial institution, assign its right to any moneys due, or to become due, under the Contract.

1.8 文件的照管和提供 / Care and Supply of Document

每份承包商文件都应由承包商保存和照管, 除非并直到被雇主接收为止. 除非合同中另有规定, 承包商应向雇主提供承包商文件一式六份.

Each of the Contractor's Documents shall be in the custody and care of the Contractor, unless and until taken over by the Employer. Unless otherwise stated in the Contract, the Contractor shall supply to the Employer six copies of each of the Contractor's Documents.

承包商应在现场保存一份合同、雇主要求、承包商文件、变更、以及根据合同发出的其他往来文书. 雇主人员有权在所有合理的时间使用所有这些文件.

The Contractor shall keep, on the Site, a copy of the Contract, publications named in the Employer's requirements, the Contractor's Documents, and Variations and other communications given under the Contract. The Employer's Personnel shall have the right of access to all these documents at all reasonable times.

如果一方发现为实施工程准备的文件中有技术性错误或缺陷, 应立即将该错误或缺陷通知另一方.

If a Party becomes aware of an error or defect of a technical nature in a document which was prepared for use in executing the Works, the Party shall promptly give notice to the other Party of such error or defect.

1.9 保密性 / Confidentiality

除了根据合同履行义务和遵守适用法律的需要以外, 双方应将合同的详情视为私人的和秘密的. 没有雇主事先同意, 承包商不得在任何商业或技术论文或其他场合发表或允许发表、或透漏工程的任何细节.

Both Parties shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out obligations under it or to comply

with applicable Laws. The Contractor shall not publish, permit to be punished, or disclose any particulars of the Works in any trade or technical paper or elsewhere without the previous agreement of the Employer.

1.10 雇主使用承包商文件 / Employer's Use of Contractor's Documents

由承包商（或以其名义）编制的承包商文件及其他设计文件，就当事双方而言，其版权和其他知识产权应归承包商所有。

As between the Parties, the Contractor shall retain the copyright and other intellectual property rights in the Contractor's Documents and other design documents made by(or on behalf of) the Contractor.

承包商（通过签署合同）应被认为已经给予雇主一项无限期的、可转让的、不排他的、免版税的，复制、使用和传送承包商文件的许可，包括对它们做出修改和使用修改后的文件的许可。这项许可将：

The Contractor shall be deemed (by signing the Contract) to give to the Employer a non-terminable transferable non-exclusive royalty-free licence to copy, use and communicate the Contractor's Documents, including making and using modifications of them. This licence shall:

- (a) 适用于工程相关部分的实际或预期寿命期（取较长的）；
apply throughout the actual or intended working life (whichever is longer) of the relevant parts of the Works,
- (b) 允许具有工程相关部分正当占有权的任何人，为了完成、操作、维修、更改、调整、修复和拆除工程的目的，复制、使用和传送承包商文件；
entitle any person in proper possession of the relevant part of the Works to copy, use and communicate the Contractor's Documents for the purposes of completing, operating, maintaining, altering, adjusting, repairing and demolishing the Works, and
- (c) 在承包商文件是计算机程序或其他软件形式的情况下，允许它们在现场和合同中设想的其他场所的任何计算机上使用，包括对承包商提供的任何计算机进行替换。
in the case of Contractor's Documents which are in the form of computer programs and other software, permit their use on any computer on the Site and other places as envisaged by the Contract, including replacements of any computers supplied by the Contractor.

未经承包商同意，雇主（或以其名义）不得在本款允许以外，为其他目的使用、复制由承包商（或以其名义）编制的承包商文件和其他设计文件，或将其传送给第三方。

The Contractor's Documents and other design documents made by (or on behalf of) the Contractor shall not, without the Contractor's consent, be used, copied or communicated to a third party by (or on behalf of) the Employer for purposes other than those permitted under this Sub-Clause.

1.11 承包商使用雇主文件 / Contractor's Use of Employer's Documents

由雇主（或以其名义）编制的雇主要求以及其他文件，就当事双方而言，其版权和其他知识产权应归雇主所有。承包商因合同的目的，可自费复制、使用和传送上述文件。除合同需要外，未经雇主同意，承包商不得使用、复制上述文件，或将其传送给第三方。

As between the Parties, the Employer shall retain the copyright and other intellectual property rights in the Employer's Requirements and other documents made by (or on behalf of) the Employer. The Contractor may, at his cost, copy, use, and obtain communication of these documents for the purposes of the Contract. They shall not, without the Employer's consent, be copied, used or communicated to a third party by the Contractor, except as necessary for the purposes of the Contract.

1.12 保密事项 / Confidential Details

不得要求承包商向雇主透漏他在投标书中称为是秘密的任何信息。对雇主为了证实承包商遵守合同的情况，正当需要的其他信息，承包商应当透漏。The Contractor shall not be required to disclose, to the Employer, any information which the Contractor described in the Tender as being confidential. The Contractor shall disclose any other information which the Employer may reasonably require in order to verify the Contractor's compliance with the Contract.

1.13 遵守法律 / Compliance with Laws

承包商在履行合同期间，应遵守适用法律。除非专用条件中另有规定：The Contractor shall, in performing the Contract, comply with applicable Laws. Unless otherwise stated in the Particular Conditions:

- (a) 雇主应已（或将）为永久工程取得规划、区域划定、或类似的许可，以及在雇主要求中所述的雇主已（或将）取得的任何其他许可；雇主应保障并保持使承包商免受因未能完成上述工作带来的伤害；the Employer shall have obtained (or shall obtain) the planning, zoning or similar permission for the Permanent Works, and any other permissions described in the Employer's Requirements as having been (or being) obtained by the Employer; and the Employer shall indemnify and hold the Contractor harmless against and from the consequences of

any failure to do so; and

- (b) 承包商应发出所有通知，缴纳各项税费，按照法律关于工程设计、实施和竣工、以及修补任何缺陷等方面的要求，办理并领取所需要的全部许可、执照或批准；承包商应保障并保持使雇主免受因未能完成上述工作带来的伤害。

the Contractor shall give all notices, pay all taxes, duties and fees, and obtain all permits, licences and approvals, as required by the Laws in relation to the design, execution and completion of the Works and remedying of any defects; and the Contractor shall indemnify and hold the Employer harmless against and from the consequences of any failure to do so.

1.14 共同的和各自的责任 / Joint and Several Liability

如果承包商是由两个或两个以上当事人（依照适用法律）组成的联营体、联合体，或其他未立案的组合：

If the Contractor constitutes (under applicable Laws) a joint venture, consortium or other unincorporated grouping of two or more persons:

- (a) 这些当事人应被认为在履行合同上对雇主负有共同的和各自的责任。

these persons shall be deemed to be jointly and severally liable to the Employer for the performance of the Contract;

- (b) 这些当事人应将有权约束承包商及每个当事人的负责人通知雇主。
- these persons shall notify the Employer of their leader who shall have authority to bind the Contractor and each of these persons; and

- (c) 未经雇主事先同意，承包商不得改变其组成或法律地位。

the Contractor shall not alter its composition or legal status without the prior consent of the Employer.

2. 雇主 / The Employer

2.1 现场进入权 / Right of Access to the Site

雇主应在专用条件中规定的时间（或几个时间）内，给承包商进入和占用现场各部分的权利。此项进入和占用权可不为承包商独享。如果根据合同，要求雇主（向承包商）提供任何基础、结构、生产设备或进入手段的占用权，雇主应按雇主要求中规定的时间和方式提供。但雇主在收到履约担保前，可保留上述任何进入或占用权，暂不给予。

The Employer shall give the Contractor right of access to, and possession of,

all parts of the Site within the time (or times) stated in the Particular Conditions. The right and possession may not be exclusive to the Contractor. If, under the Contract, the Employer is required to give (to the Contractor) possession of any foundation, structure, plant or means of access, the Employer shall do so in the time and manner stated in the Employer's Requirements. However, the Employer may withhold any such right or possession until the Performance Security has been received.

如果在专用条件中没有规定上述时间,雇主应自开工日期起给承包商进入和占用现场的权利.

If no such time is stated in the Particular Conditions, the Employer shall give the Contractor right of access to, and possession of, the Site with effect from the Commencement Date.

如果雇主未能及时给承包商上述进入和占用的权利,使承包商遭受延误和(或)招致增加费用,承包商应向雇主发出通知,根据第 20.1 款[承包商的索赔]的规定有权要求:

If the Contractor suffers delay and/or incurs Cost as a result of a failure by the Employer to give any such right or possession within such time, the Contractor shall give notice to the Employer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- (a) 根据第 8.4 款[竣工时间的延长]的规定,如果竣工已或将受到延误,对任何此类延误,给予延长期;
an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- (b) 任何此类费用和合理利润,应加入合同价格,给予支付.
payment of any such Cost plus reasonable profit, which shall be added to the Contract Price.

在收到此通知后,雇主应按照第 3.5 款[确定]的规定,就此项要求做出商定或确定.

After receiving this notice, the Employer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

但是,如果出现雇主的违约是由于承包商的任何错误或延误,包括在任何承包商文件中的错误或提交延误造成的情况,承包商应无权得到上述延长期、费用或利润.

However, if and to the extent that the Employer's failure was caused by any error or delay by the Contractor, including an error in, or delay in the submission of, any of the Contractor's Documents, the Contractor shall not be

entitled to such extension of time, Cost or profit.

2.2 许可、执照或批准 / Permits, Licences or Approves

雇主应(按其所能)根据承包商的请求,对其提供以下合理的协助:

The Employer shall (where he is in a position to do so) provide reasonable assistance to the Contractor at the request of the Contractor:

- (a) 取得与合同有关,但不易得到的工程所在国的法律文本;
by obtaining copies of the Laws of the Country which are relevant to the Contract but are not readily available, and
- (b) 协助承包商申办工程所在国法律要求的以下任何许可、执照或批准:
for the Contractor's applications for any permits, licences or approvals required by the Laws of the Country:
 - (i) 根据第 1.13 款[遵守法律]的规定,承包商需要得到的,
which the Contractor is required to obtain under Sub-Clause 1.13 [Compliance with Laws],
 - (ii) 为运送货物, 包括结关需要的,
for the delivery of Goods, including clearance through customs, and
 - (iii) 当承包商设备运离现场出口时需要的.
for the export of Contractor's Equipment when it is removed from the Site.

2.3 雇主人员 / Employer's personnel

雇主应负责保证在现场的雇主人员和其他承包商做到:

The Employer shall be responsible for ensuring that the Employer's Personnel and the Employer's other contractors on the Site:

- (a) 根据第 4.6 款[合作]的规定,与承包商的各项努力进行合作.
co-operate with the Contractor's efforts under Sub-Clause 4.6 [Co-operation],and
- (b) 采取与根据第 4.8 款[安全程序](a)(b)(c)项和第 4.18 款[环境保护]要求承包商采取的类似行动.
take actions similar to those which the Contractor is required to take under sub-paragraphs (a), (b) and (c) of Sub-Clause 4.8 [Safety

Procedures] and under Sub-Clause 4.18 [protection of the Environment].

2.4 雇主的资金安排 / Employer's Financial Arrangements

雇主在应在收到承包商的任何要求 28 天内,提出其已做并将维持的资金安排的合理证明,说明雇主能够按照第 14 条[合同价格和付款]的规定,支付合同价格(按当时估算).如果雇主拟对其资金安排做任何重要变更,应将其变更的详细的情节通知承包商.

The Employer shall submit, within 28 days after receiving any request from the Contractor, reasonable evidence that financial arrangements have been made and are being maintained which will enable the Employer to pay the Contract Price (as estimated at that time) in accordance with Clause 14 [Contract Price and Payment]. If the Employer intends to make any material change to his financial arrangements, the Employer shall give notice to the Contractor with detailed particulars.

2.5 雇主的索赔 / Employer's Claims

如果雇主认为,根据本条件任何条款、或合同有关的另外事项,他有权得到任何付款,和(或)缺陷通知期限的任何延长,他应向承包商发出通知,说明细节.但对承包商根据第 4.19 款[电、水和燃气]和第 4.20 款[雇主的设备和免费供应的材料]规定的到期付款,或承包商要求的其他服务的应付款,不需发出通知.

If the Employer considers himself to be entitled to any payment under any Clause of these Conditions or otherwise in connection with the Contract, and/or to any extension of the Defects Notification Period, he shall give notice and particulars to the Contractor. However, notice is not required for payments due under Sub-Clause 4.19 [Electricity, Water and Gas], under Sub-Clause 4.20 [Employer's Equipment and Free-Issue Material], or for other services requested by the Contractor.

通知应在雇主了解引起索赔的事件或情况后尽快发出.关于缺陷通知缺陷任何延长的通知,应在该期限到期前发出.

The notice shall be given as soon as practicable after the Employer became aware of the event or circumstances giving rise to the claim. A notice relating to any extension of the Defects Notification Period shall be given before the expiry of such period.

通知的细节应说明提出索赔根据的条款或其他依据,还应包括雇主认为根据合同他有权得到的索赔金额和(或)延长期的事实依据.然后,雇主应按照第 3.5 款[确定]的要求,商定或确定(i)雇主有权得到承包商支付的金额(如果有),和(或)(ii)按照第 11.3 款[缺陷通知期限的延长]的规定,得到缺陷通

知期限的延长期(如果有).

The particulars shall specify the Clause or other basis of the claim, and shall include substantiation of the amount and/or extension to which the Employer considers himself to be entitled in connection with the Contract. The employer shall then proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) the amount (if any) which the Employer is entitled to be paid by the Contractor, and/or (ii)the extension (if any) of the Defects Notification Period in accordance with Sub-Clause 11.3 [Extension of the Defects Notification Period].

雇主可将上述金额在给承包商的到期或将到期的任何应付款中扣减.雇主应仅有权根据本款或第 14.6 款[期中付款](a)和(或)(b)项的规定,从给承包商的应付款中冲销或扣减,或另外对承包商提出索赔.

The Employer may deduct this amount from any moneys due, or to become due, to the Contractor. The Employer shall only be entitled to set off against or make any deduction from an amount due to the Contractor, or to otherwise claim against the Contractor, in accordance with this Sub-Clause or with sub-paragraph (a) and/or (b) of Sub-Clause 14.6 [Interim Payments].

3. 雇主的管理 / The Employer's Administration

3.1 雇主代表 / The Employer' Representative

雇主可以任命一名雇主代表,代表他根据合同进行工作。在此情况下,他应将雇主代表的姓名、地址、任务和权利通知承包商。

The Employer may appoint an Employer's Representative to act on his behalf under the Contract. In this event, he shall give notice to the Contractor of the name, address, duties and authority of the Employer's Representative.

雇主代表应完成指派给他的任务,履行雇主托付给他的权利。除非和直到雇主另行通知承包商,雇主代表将被认为具有雇主根据合同规定的全部权力,涉及第 15 条[由雇主终止]规定的权利除外。

The Employer's Representative. Shall carry out the duties assigned to him, and shall exercise the authority delegated to him, by the Employer. Unless and until the Employer notifies the Contractor otherwise, the Employer's Representative shall be deemed to have the full authority of the Employer under the Contract, except in respect of Clause 15 [Determination by Employer].

如果雇主希望替换任何已任命的雇主代表,应在不少于 14 天前将替换人的姓名、地址、任务和权力、以及任命的日期通知承包商。

If the Employer wishes to replace any person appointed as Employer's Representative, the Employer shall give the Contractor not less than 14 days'

notice of the replacement's name, address, duties and authority, and of the date of appointment.

3.2 其他雇主人员 / The Employer's personnel

雇主或雇主代表可随时对一些助手指派和托付一定的任务和权力，也可撤销这些指派和付托。这些助手可包括驻地工程师和（或）担任检验、和（或）试验各项生产设备和（或）材料的独立检查员。以上指派、付托或撤销，在承包商收到抄件后生效。

The Employer or the Employer's Representative may from time to time assign duties and delegate authority to assistants, and may also revoke such assignment or delegation. These assistants may include a resident engineer, and/or independent inspectors appointed to inspect and/or test items of Plant and/or Materials. The assignment, delegation or revocation shall not take effect until a copy of it has been received by the Contractor.

这些助手应具有适当的资质、履行其任务和权利的能力，并能流利地使用第 1.4 款[法律和语言]规定的交流语言。

Assistant shall be suitably qualified persons, who are competent to carry out these duties and exercise this authority, and who are fluent in the language for communications defined in Sub-Clause 1.4[Law and Language].

3.3 受托人员 / Delegated Persons

所有这些人员包括已被指派任务、付托权力的雇主代表和助手，应只被授权在付托规定的范围内向承包商发布指示。由受托人员根据付托做出的任何批准、校核、证明、同意、检查、检验、指示、通知、建议、要求、试验、或类似行动，应如同雇主采取的行动一样有效。但：

All these persons, including the Employer's Representative and assistants, to whom duties have been assigned or authority has been delegated, shall only be authorized to issue instructions to the Contractor to the extent defined by the delegation. Any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by a delegated person, in accordance with the delegation, shall have the same effect as though the act had been an act of the Employer. However:

- (a) 除非在受托人员关于上述行动的信函中另有说明，该行动都不免除承包商根据合同应承担的任何职责，包括对错误、遗漏、误差和未遵办的职责；

unless otherwise stated in the delegated person's communication relating to such act, it shall not relieve the Contractor from any responsibility he has under the Contract, including responsibility for errors, omissions, discrepancies and non-compliances;

- (b) 未对任何工作、生产设备或材料提出否定意见不应构成批准，不应影响雇主拒绝该工作、生产设备或材料的权利；
any failure to disapprove any work, Plant or Materials shall not constitute approval and shall therefore not prejudice the right of the Employer to reject the work, Plant or Materials; and
- (c) 如果承包商对受托人员的确定或指示提出质疑，承包商可将此事项提交给雇主，雇主应迅速对该确定或指示进行确认、取消或更改。
if the Contractor questions any determination or instruction of a delegated person, the Contractor may refer the matter to the Employer, who shall promptly confirm, reverse or vary the determination or instruction.

3.4 指示 / Instructions

雇主可向承包商发出为承包商根据合同履行义务所需要的指示。每项指示都应是书面的，并说明其有关的义务，以及规定这些义务的条款（或合同的其他条款）。如果任何此类指示构成一项变更时，应按照第 13 条 [变更和调整] 的规定办理。

The Employer may issue to the Contractor instructions which may be necessary for the Contractor to perform his obligations under the Contract. Each instruction shall be given in writing and shall state the obligations to which it relates and the Sub-Clause (or other term of the Contract) in which the obligations are specified. If any such instruction constitutes a variation, Clause 13 [Variations and Adjustments] shall apply.

承包商应接受雇主或雇主代表或根据本条受托相应权力的助手的指示。

The Contractor shall take instructions from the Employer, or from the Employer's Representative or an assistant to whom the appropriate authority has been delegated under this Clause.

3.5 确定 / Determinations

每当本条件规定雇主应按照第 3.5 款对任何事项进行商定或确定时，雇主应与承包商协商尽量达成协议。如果达不成协议，雇主应对有关情况给予应有的考虑，按照合同作出公正的确定。

Whenever these Conditions provide that the Employer shall proceed in accordance with this Sub-Clause 3.5 to agree or determine any matter, the Employer shall consult with the Contractor in an endeavor to reach agreement. If agreement is not achieved, the Employer shall make a fair determination in accordance with the Contract, taking due regard of all relevant circumstances.

雇主应将每一项商定或确定，连同依据的细节通知承包商。各方都应履行

每项商定或确定，除非承包商在收到通知 14 天内向雇主发出通知，对某项确定表示不满。这时，任一方可依照第 20.4 款 [取得争端裁决委员会决定] 的规定，将争端提交 DAB。

The Employer shall give notice to the Contractor of each agreement or determination, with supporting particulars. Each Party shall give effect to each agreement or determination, unless the Contractor gives notice, to the Employer, of his dissatisfaction with a determination within 14 days of receiving it. Either Party may then refer the dispute to the DAB in accordance with Sub-Clause 20.4 [Obtaining Dispute Adjudication Board's Decision].

4. 承包商 / The Contractor

4.1 承包商的一般义务 / The Contractor's General Obligations

承包商应按照合同设计、实施和完成工程，并修补工程中的任何缺陷。完成后，工程应能满足合同规定的工程预期目的。

The Contractor shall design, execute and complete the Works in accordance with the Contract, and shall remedy any defects in the Works. When completed, the Works shall be fit for the purposes for which the Works are intended as defined in the Contract.

承包商应提供合同规定的生产设备和承包商文件，以及设计、施工、竣工和修补缺陷所需的所有临时性或永久性的承包商人员、货物、消耗品及其他物品和服务。

The Contractor shall provide the Plant and Contractor's Documents specified in the Contract, and all contractor's Personnel, Goods, consumables and other things and services, whether of a temporary or permanent nature, required in and for this design, execution, completion and remedying of defects.

工程应包括为满足雇主要求或合同隐含要求的任何工作，以及（合同虽未提及但）为工程的稳定、或完成、或安全和有效运行所需的所有工作。承包商应对所有现场作业、所有施工方法和全部工程的完备性、稳定性和安全性承担责任。

The Works shall include any work which is necessary to satisfy the Employer's Requirements, or is implied by the Contract, and all works which (although not mentioned in the Contract) are necessary for stability or for the completion, or safe and proper operation, of the Works.

承包商应对所有现场作业、所有施工方法和全部工程的完备性、稳定性和安全性承担责任。

The Contractor shall be responsible for the adequacy, stability and safety of all Site operations, of all methods of construction and of all the Works.

当雇主提出要求时，承包商应提交其建议采用的工程施工安排和方法的细节。事先未通知雇主，对这些安排和方法不得做重要改变。

The Contractor shall, whenever required by the Employer, submit details of the arrangements and methods which the Contractor proposes to adopt for the execution of the Works. No significant alteration to these arrangements and methods shall be made without this having previously been notified to the Employer.

4.2 履约担保 / Performance security

承包商应对严格履约（自费）取得履约担保，保证金额与币种应符合专用条件中的规定。专用条件中没有提出保证金额的，本款应不适用。

The Contractor shall obtain (at his cost) a Performance Security for proper performance, in the amount and currencies stated in the Particular Conditions if an amount is not stated in the Particular Conditions, this Sub-Clause shall not apply.

承包商应在双方签署合同协议书后 28 天内，将履约担保交给雇主。履约担保应由雇主批准的国家（或其他司法管辖区）内的实体提供，并采用专用条件所附格式或采用雇主批准的其他格式。

The Contractor shall deliver the Performance Security to the Employer within 28 days after both Parties have signed the Contract Agreement. The Performance Security shall be issued by an entity and from within a country (or other jurisdiction) approved by the Employer, and shall be in the form annexed to the Particular Conditions or in another form approved by the Employer.

承包商应确保履约担保直到其完成工程的施工、竣工和修补完任何缺陷前持续有效和可执行。如果在履约担保的条款中规定了其期满日期，而承包商在该期满日期 28 天前尚无权拿到履约证书，承包商应将履约担保的有效期限延至工程竣工和修补完任何缺陷时为止。

The Contractor shall ensure that the Performance Security is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects. If the terms of the Performance Security specify its expiry date, and the Contractor has not become entitled to receive the Performance Certificate by the date 28 days prior to the expiry date, the Contractor shall extend the validity of the Performance Security until the Works have been completed and any defects have been remedied.

除出现以下情况雇主根据合同有权获得的金额外，雇主不应根据履约担保提出索赔：

The Employer shall not make a claim under the Performance Security, except for amounts to which the Employer is entitled under the Contract in the event

of:

- (a) 承包商未能按前一段所述延长履约担保的有效期，这时雇主可以索赔履约担保的全部金额；
failure by the Contractor to extend the validity of the Performance Security as described in the preceding paragraph, in which event the Employer may claim the full amount of the Performance Security,
- (b) 承包商未能在商定或确定后 42 天内，将承包商同意的，或根据第 2.5 款 [雇主的索赔] 或第 20 条 [索赔、争端和仲裁] 的规定确定的承包商应付金额付给雇主；
failure by the Contractor to pay the Employer an amount due, as either agreed by the Contractor or determined under Sub-clause 2.5 [Employer's Claims] or Clause 20 [Claims, Disputes and Arbitration], within 42 days after this agreement or determination,
- (c) 承包商未能在收到雇主要求纠正违约的通知后 42 天内进行纠正；
或
failure by the Contractor to remedy a default within 42 days after receiving the Employer's notice requiring the default to be remedied, or
- (d) 根据第 15.2 款 [由雇主终止] 的规定，雇主有权终止的情况，不管是否已发出终止通知。
circumstances which entitle the Employer to termination under Sub-Clause 15.2 [Termination by Employer], irrespective of whether notice of termination has been given.

雇主应保障并保持承包商免受因雇主根据履约担保提出的超出雇主有权索赔范围的索赔引起的所有损害赔偿费、损失和开支（包括法律费用和开支）的伤害。

The Employer shall indemnify and hold the Contractor harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from a claim under the Performance Security to the extent to which the Employer was not entitled to make the claim.

雇主应在承包商有权获得履约证书后 21 天内，将履约担保退还承包商。
The Employer shall return the Performance Security to the Contractor within 21 days after the Contractor has become entitled to receive the Performance Certificate.

4.3 承包商代表 / Contractor's Representative

承包商应任命承包商代表，并授予他代表承包商根据合同采取行动所需要

的全部权力。除非合同中已写明承包商代表的姓名，承包商应在开工日期前，将其拟任命为承包商代表的人员姓名和详细资料提交给雇主，以取得同意。如果未获同意，或随后撤销了同意，或任命的人不能担任承包商代表，承包商应同样地提交另外适合人选的姓名、详细资料，以取得该项任命。

The Contractor shall appoint the Contractor's Representative and shall give him all authority necessary to act on the Contractor's behalf under the Contract. Unless the Contractor's Representative is named in the Contract, the Contractor shall, prior to the Commencement Date, submit to the Employer for consent the name and particulars of the person the Contractor proposes to appoint as Contractor's Representative. If consent is withheld or subsequently revoked, or if the appointed person fails to act as Contractor's Representative, the Contractor shall similarly submit the name and particulars of another suitable person for such appointment.

未经雇主事先同意，承包商不应撤销承包商代表的任命，或任命何替代人员。承包商代表应代表承包商受理根据第 3.4 款 [指示] 规定的指示。

The Contractor shall not, without the prior consent of the Employer, revoke the appointment of the Contractor's Representative or appoint a replacement. The Contractor's Representative shall, on behalf of the Contractor, receive instructions under Sub-Clause 3.4 [Instructions].

承包商代表可向任何胜任的人员付托任何职权、任务和权力，并可随时撤销付托。任何付托或撤销，应在雇主收到承包商代表签发的指明人员姓名、并说明付托或撤销的职权、任务和权力的事先通知后生效。

The Contractor's Representative may delegate any powers, functions and authority to any competent person, and may at any time revoke the delegation. Any delegation or revocation shall not take effect until the Employer has received prior notice signed by the Contractor's Representative, naming the person and specifying the powers, functions and authority being delegated or revoked.

承包商代表和所有这些人员应能流利地使用第 1.4 款 [法律和语言] 规定的交流语言。

The Contractor's Representative and all these persons shall be fluent in the language for communications defined in Sub-Clause 1.4 [Law and Language].

4.4 分包商 / Subcontractors

承包商不得将整个工程分包出去。 / The Contractor shall not subcontract the whole of the Works.

承包商应对任何分包商、其代理人或雇员的行为或违约，如同承包商自己

的行为或违约一样地负责。对专用条件中有规定的，承包商应在不少于 28 天前向雇主通知以下事项：

The Contractor shall be responsible for the acts or defaults of any Subcontractor, his agents or employees, as if they were the acts or defaults of the Contractor. Where specified in the Particular Conditions, the Contractor shall give the Employer not less than 28 days' notice of:

- (a) 拟雇用的分包商，并附包括其相关经验的详细资料，
the intended appointment of the Subcontractor, with detailed particulars which shall include his relevant experience,
- (b) 分包商承担工作的拟定开工日期，
the intended commencement of the Subcontractor's work, and
- (c) 分包商承担现场工作的拟定开工日期。
the intended commencement of the Subcontractor's work on the Site.

4.5 指定的分包商 / Nominated Subcontractors

本款中，“指定的分包商”系指雇主根据第 13 条 [变更和调整] 的规定，指示承包商雇用的分包商。如果承包商对指定的分包商尽快向雇主发出通知，提出合理的反对意见，并附有详细的依据资料，承包商不应有任何雇用义务。

In this Sub-Clause, “nominated Subcontractor” means a Subcontractor whom the Employer, under Clause 13 [Variations and Adjustments], instructs the Contractor to employ as a Subcontractor. The Contractor shall not be under any obligation to employ a nominated Subcontractor against whom the Contractor raises reasonable objection by notice to the Employer as soon as practicable, with supporting particulars.

4.6 合作 / Co-operation

承包商应依据合同的规定、或雇主的指示，为可能被雇用在现场或其附近从事本合同未包括的任何工作的下列人员进行工作提供适当的机会：

The Contractor shall, as specified in the Contract or as instructed by the Employer, allow appropriate opportunities for carrying out work to:

- (a) 雇主人员，
the Employer's personnel,
- (b) 雇主雇用的任何其他承包商，和
any other contractors employed by the Employer, and

- (c) 任何合法建立的公共当局的人员。
the personnel of any legally constituted public authorities,

如果任何此类指示导致承包商增加费用,达到一个有经验的承包商在提交投标书时不能合理预见的数额时,该指示应构成一项变更。为这些人员和其他承包商的服务,可包括使用承包商设备、以及由承包商负责的临时工程或进入的安排。

who may be employed in the execution on or near the Site of any work not included in the Contract. Any such instruction shall constitute a variation if and to the extent that it causes the Contractor to incur Cost in an amount which was not reasonably foreseeable by an experienced contractor by the date for submission of the Tender. Services for these personnel and other contractors may include the use of Contractor's Equipment, Temporary Works or access arrangements which are the responsibility of the Contractor.

承包商应对其在现场的施工活动负责,并应按照雇主要求中规定的范围(如果有)协调其自己与其他承包商的活动。

The Contractor shall be responsible for his construction activities on the Site, and shall co-ordinate his own activities with those of other contractors to the extent (if any) specified in the Employer's Requirements.

如果根据合同,要求雇主按照承包商文件向承包商提供任何基础、结构、生产设备、或进入手段的占用权,承包商应按雇主要求中提出的时间和方式,向雇主提交此类文件。

If, under the Contract, the Employer is required to give to the Contractor possession of any foundation, structure, plant or means of access in accordance with Contractors Documents, the Contractor shall submit such documents to the Employer in the time and manner stated in the Employer's Requirements.

4.7 放线 / Setting out

承包商应根据合同中规定的原始基准点、基准线和基准标高,给工程放线。承包商应负责对工程的所有部分正确定位,并应纠正在工程的位置、标高、尺寸或定线中的任何差错。

The Contractor shall set out the Works in relation to original points, lines and levels of reference specified in the Contract. The Contractor shall be responsible for the correct positioning of all parts of the works, and shall rectify any error in the positions, levels, dimensions or alignment of the Works.

4.8 安全程序 / Safety procedures

承包商应:/ The Contractor shall:

- (a) 遵守所有适用的安全规则,
comply with all applicable safety regulations,
- (b) 照料有权在现场的所有人员的安全,
take care for the safety of all persons entitled to be on the Site,
- (c) 尽合理的努力保持现场和工程设有不需要的障碍物,以避免对这些人员造成危险,
use reasonable efforts to keep the Site and Works clear of unnecessary obstruction so as to avoid danger to these persons,
- (d) 在工程竣工和按照第 10 条[雇主的接收]的规定移交前,提供围栏、照明,保卫和看守,以及
providing fencing, lighting, guarding and watching of the Works until completion and taking over under Clause 10 [Employer's Taking Over], and
- (e) 因实施工程为公众和临近土地的所有人、占用人使用和提供保护,提供可能需要的任何临时工程(包括道路、人行路、防护物和围栏等).
provide any Temporary Works (including roadways, footways, guards and fences) which may be necessary, because of the execution of the Works, for the use and protection of the public and of owners and occupiers of adjacent land.

4.9 质量保证 / Quality Assurance

承包商应建立质量保证体系,以证实符合合同要求.该体系应符合合同的详细规定.雇主有权对体系的任何方面进行审查.

The Contractor shall institute a quality assurance system to demonstrate compliance with the requirements of the Contract. The system shall be in accordance with the details stated in the Contract. The Employer shall be entitled to audit any aspect of the system.

承包商应在每一设计和实施阶段开始前,向雇主提交所有程序和如何贯彻要求的文件的细节,供其参考.向雇主发送任何技术性文件时,文件本身应有经承包商本人事先批准的明显证据.

Details of all procedures and compliance documents shall be submitted to the Employer for information before each design and execution stage is

commenced. When any document of a technical nature is issued to the Employer, evidence of the prior approval by the Contractor himself shall be apparent on the document itself.

遵守质量保证体系,不应解除合同规定的承包商的任何任务、义务和职责. Compliance with the quality assurance system shall not relieve the Contractor of any of his duties, obligations or responsibilities under the Contract.

4.10 现场数据 / Site Data

雇主应在基准日期前,将其取得的现场地下和水文条件及环境方面的所有有关资料,提交给承包商.同样地,雇主在基准日期后得到的所有此类资料,也应提交给承包商.

The Employer shall have made available to the Contractor for his information, prior to the Base Date, all relevant data in the Employer's possession on subsurface and hydrological conditions at the Site, including environmental aspects. The Employer shall similarly make available to the Contractor all such data which come into the Employer's possession after the Base Date.

承包商应负责核实和解释所有此类资料.除第 5.1 款[设计义务一般要求]提出的情况以外,雇主对这些资料的准确性、充分性和完整性不承担责任.

The contractor shall be responsible for verifying and interpreting all such data. The Employer shall have no responsibility for the accuracy or completeness of such data, except as stated in Sub-Clause 5.1 [General Design Responsibilities].

4.11 合同价格 / Sufficiency of the Contract Price

承包商应被认为已确信合同价格的正确性和充分性.

The Contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Contract Price.

除非合同另有规定,合同价格包括承包商根据合同所承担的全部义务(包括根据暂列金额所承担的义务,如果有),以及为正确设计、实施和完成工程、并修补任何缺陷所需的全部有关事项.

Unless otherwise stated in the Contract, the Contract price covers all the Contractor's obligations under the Contract (including those under Provisional Sums, if any) and all things necessary for the proper design, execution and completion of the Works and the remedying of any defects.

4.12 不可预见的困难 / Unforeseeable Difficulties

除合同另有说明外: / Except as otherwise stated in the Contract:

- (a) 承包商应被认为已取得了对工程可能产生影响和作用的有关风险、意外事件和其他情况的全部必要资料;
the Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Works;
- (b) 通过签署合同,承包商接受对预见到的为顺利完成工程的所有困难和费用的全部职责;
by signing the Contract, the Contractor accepts total responsibility for having foreseen all difficulties and costs of successfully completing the Works; and
- (c) 合同价格对任何未预见到的困难和费用不应考虑予以调整.
the Contract Price shall not be adjusted to take account of any unforeseen difficulties or costs.

4.13 道路通行权于设施 / Rights of way and Facilities

承包商应为其所需要的专用和(或)临时道路包括进场道路的通行权,承担全部费用和开支.承包商还应自担风险和费用,取得为工程目的可能需要的现场以外的任何附加设施.

The Contractor shall bear all costs and charges for special and/or temporary rights-of-way which he may require, including those for access to the Site. The Contractor shall also obtain, at his risk and cost, any additional facilities outside the Site which he may require for purposes of the Works.

4.14 避免干扰 / Avoidance of Interference

承包商应避免对以下事项产生不必要或不当的干扰:

The Contractor shall not interfere unnecessarily or improperly with:

- (a) 公众的方便,或
the convenience of the public, or
- (b) 所有道路和人行道的进入、使用和占用,不论他们是公共的,或是雇主或是其他人所有的.
the access to and use and occupation of all roads and footpaths, irrespective of whether they are public or in the possession of the Employer or of others.

承包商应保障并保持雇主免受因任何此类不必要或不当的干扰造成任何损害赔偿费、损失和开支(包括法律费用和开支)的伤害.

The Contractor shall indemnify and hold the Employer harmless against and

from all damages, losses and expenses (including legal fees and expenses) resulting from any such unnecessary or improper interference.

4.15 进场通路 / Access Route

承包商应被认为已对现场的进入道路的适宜性和可用性感到满意.承包商应尽合理的努力,防止任何道路或桥梁因承包商的通行或承包商人员受到损坏.这些努力应包括正确使用适宜的车辆和道路.

The Contractor shall be deemed to have been satisfied as to the suitability and availability of access routes to the Site. The Contractor shall use reasonable efforts to prevent any road or bridge from being damaged by the Contractor's traffic or by the Contractor's Personnel. These efforts shall include the proper use of appropriate vehicles and routes.

除本条件另有规定外:

Except as otherwise stated in these Conditions:

- (a) 承包商应(就双方而言)负责因他使用现场通路所需要的任何维护;
the Contractor shall (as between the Parties) be responsible for any maintenance which may be required for his use of access routes;
- (b) 承包商应提供进场道路的所有必需的标志或方向指示,还应为他使用这些道路、标志和方向指示取得必要的有关当局的许可;
the Contractor shall provide all necessary signs or directions along access routes, and shall obtain any permission which may be required from the relevant authorities for his use of routes, signs and directions;
- (c) 雇主不应对由于任何进场通路的使用或其他原因引起的索赔负责;
the Employer shall not be responsible for any claims which may arise from the use or otherwise of any access route,
- (d) 雇主不保证特定进场通路的适宜性和可用性;以及
the Employer does not guarantee the suitability or availability of particular access routes, and
- (e) 因进场通路对承包商的使用要求不适宜、不能用而发生的费用应由承包商负担.
Costs due to non-suitability or non-availability, for the use required by the Contractor, of access routes shall be borne by the Contractor.

4.16 货物运输 / Transport of Goods

除非专用条件中另有规定:

Unless otherwise stated in the Particular Conditions.

- (a) 承包商应在不少于 21 天前,将任何工程设备或每项其他主要货物将运到现场的日期,通知雇主;
the Contractor shall give the Employer not less than 21 days' notice of the date on which any Plant or a major item of other Goods will be delivered to the Site;
- (b) 承包商应负责工程需要的所有货物和其他物品的包装、装货、运输、接收、卸货、存储和保护;
the Contractor shall be responsible for packing, loading, transporting, receiving, unloading, storing and protecting all Goods and other things required for the Works; and
- (c) 承包商应保障并保持雇主免受因货物运输引起的所有损害赔偿费、损失和开支(包括法律费用和开支)的伤害,并应协商和支付由于货物运输引起的所有索赔。
the Contractor shall indemnify and hold the Employer harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from the transport of Goods, and shall negotiate and pay all claims arising from their transport.

4.17 承包商设备 / Contractor's Equipment

承包商应负责所有承包商设备.承包商设备运到现场后,应视作准备为工程施工专用.

The Contractor shall be responsible for all Contractor's Equipment. When brought on to the Site, Contractor's Equipment shall be deemed to be exclusively intended for the execution of the Works.

4.18 环境保护 / Protection of the Environment

承包商应采取一切适当措施,保护(现场内外)环境,限制由其施工作业引起的污染、噪音和其他后果对公众和财产造成的损害和妨害.

The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.

承包商应确保因其活动产生的气体排放、地面排水及排污等,不超过雇主要求中规定的数值,也不超过适用法律规定的数值.

The Contractor shall ensure that emissions, surface discharges and effluent from the Contractor's activities shall not exceed the values indicated in the Employer's Requirements, and shall not exceed the values prescribed by

applicable Laws.

4.19 电、水和燃气 / Electricity, Water and Gas

除下述情况外,承包商应负责供应其所需的所有电、水和其他服务.

The Contractor shall, except as stated below, be responsible for the provision of all power, water and other services he may require.

承包商应有权因工程的需要使用现场可供的电力、水、燃气和其他服务,其详细规定和价格见雇主要求.承包商应自担风险和费用,提供他使用这些服务和计量所需要的任何仪器.

The Contractor shall be entitled to use for the purposes of the Works such supplies of electricity, water, gas and other services as may be available on the Site and of which details and prices are given in the Employer's Requirements. The Contractor shall, at his risk and cost, provide any apparatus necessary for his use of these services and for measuring the quantities consumed.

这些服务的耗用数量和应付金额(按其价格),应根据第 2.5 款[雇主的索赔]和第 3.5 款[确定]的要求商定或确定.承包商应向雇主支付此金额.

The quantities consumed and the amounts due (at these prices) for such services shall be agreed or determined in accordance with Sub-Clause 2.5 [Employer's Claims] and Sub-Clause 3.5 [Determinations]. The Contractor shall pay these amounts to the Employer.

4.20 雇主设备和免费供应的材料 / Employer's Equipment and Free-Issue Material

雇主应准备雇主设备(如果有),供承包商按照雇主要求中提出的细节、安排和价格,在工程实施中使用.除非在雇主要求中另有说明:

The Employer shall make the Employer's Equipment (if any) available for the use of the Contractor in the execution of the Works in accordance with the details, arrangements and prices stated in the Employer's Requirements. Unless otherwise stated in the Employer's Requirements:

- (a) 除下列(b)项所列情况外,雇主应对雇主设备负责,
the Employer shall be responsible for the Employer's Equipment,
except that
- (b) 当任何承包商人员操作、驾驶、指挥、或占用或控制某项雇主设备时,承包商应对该项设备负责.
the Contractor shall be responsible for each item of Employer's Equipment whilst any of the Contractor's Personnel is operating it, driving it, directing it or in possession or control of it.

使用雇主设备的适当数量和应付费用金额(按规定价格),应按第 2.5 款[雇主的索赔]和第 3.5 款[确定]的要求商定或确定.承包商应按此金额付给雇主.

The appropriate quantities and the amounts due (at such stated price) for the use of Employer's Equipment shall be agreed or determined in accordance with Sub-Clause 2.5 [Employer's Claims] and Sub-Clause 3.5 [Determinations]. The Contractor shall pay these amounts to the Employer.

雇主应按照雇主要求中规定的细节,免费提供“免费供应的材料”(如果有).雇主应自行承担风险和费用,按照合同规定的时间和地点供应这些材料.随后,承包商应对其进行目视检查,并将这些材料的短少、缺陷或缺项迅速通知雇主.除非双方另有协议,雇主应立即改正通知指出的短少、缺陷或缺项. The Employer shall supply, free of charge, the “free-issue material” (if any) in accordance with the details stated in the Employer's Requirement. The Employer shall, at his risk and cost, provide these materials at the time and place specified in the contractor. The Contractor shall then visually inspect them, and shall promptly give notice to the Employer of any shortage, defect or default in these materials. Unless otherwise agreed by both Parties, the Employer shall immediately rectify the notified shortage, defect or default.

目视检查后,这些免费供应的材料应由承包商照管、监护和控制.承包商的检查、照管、监护和控制的义务,不应解除雇主对目视检查难发现的任何短少、缺陷或缺项所负的责任.

After this visual inspection, the free-issue materials shall come under the care, custody and control of the Contractor. The Contractor's obligations of inspection, care, custody and control shall not relieve the Employer of liability for any shortage, defect or default not apparent from a visual inspection.

4.21 进度报告 / Progress Reports

除非专用条件中另有规定,承包商应编制月进度报告,一式六份,提交给雇主.第一次报告所包括的期间,应自开工日期起至当月的月底止.以后应每月报告一次,在每次报告期最后一天后 7 日内报出.

Unless otherwise stated in the Particular Conditions, monthly progress reports shall be prepared by the Contractor and submitted to the Employer in six copies. The first report shall cover the period up to the end of the first calendar month following the Commencement Date. Reports shall be submitted monthly thereafter, each within 7 days after the last day of the period to which it relates.

报告应持续到承包商完成在工程移交证书上注明的竣工日期时所有未完扫尾工作为止.

Reporting shall continue until the Contractor has completed all work which is

known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works.

每份报告应包括:

Each report shall include:

- (a) 设计、承包商文件、采购、制造、货物运达现场、施工、安装、试验、投产准备和试运行等每一阶段进展情况的图表和详细说明;
charts and detailed descriptions of progress, including each stage of design, Contractor's Documents, procurement, manufacture, delivery to Site, construction, erection, testing, commissioning and trial operation;
- (b) 反映制造情况和现场进展情况的照片;
photographs showing the status of manufacture and of progress on the Site;
- (c) 关于每项主要工程设备和材料的生产,制造商名称、制造地点、进度百分比,以及下列事项的实际或预计日期;
for the manufacture of each main item of Plant and Materials, the name of the manufacturer, manufacture location, percentage progress, and the actual or expected dated of:
 - (i) 开始制造 / commencement of manufacture
 - (ii) 承包商检验 / Contractor's inspections
 - (iii) 试验 / test, and
 - (iv) 发货和运抵现场 / shipment and arrival at the Site
- (d) 第 6.10 款[承包商的人员和设备的记录]中所述的细节;
the details described in Sub-Clause 6.10 [Records of Contractor's personnel and Equipment];
- (e) 材料的质量保证文件、试验结果及合格证的副本;
copies of quality assurance document documents, test results and certificates of Materials;
- (f) 变更、根据第 2.5 款[雇主的索赔]的规定发出的通知和根据第 20.1 款[承包商的索赔]的规定发出的通知的清单;
list of Variations, notices given under Sub-Clause 2.5 [Employer's Claims] and notices given under Sub-Clause 20.1 [Contractor's

Claims];

- (g) 安全统计,包括对环境和公共关系有危害的任何事件与活动的详细情况;
safety statistic, including details of any hazardous incidents and activities relating to environmental aspect and public relations; and
- (h) 实际进度与计划进度的对比,包括可能影响按合同竣工的任何事件或情况的详情,以及为消除延误正在(或准备)采取的措施.
comparisons of actual and planned progress, with details of any events or circumstances which may jeopardize the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays.

4.22 现场保安 / Security of the Site

除非专用条件中另有规定:

Unless otherwise stated in the Particular Conditions:

- (a) 承包商应负责阻止未经授权的人员进入现场;
the Contractor shall be responsible for keeping unauthorized persons off the Site, and
- (b) 授权人员应仅限于承包商人员和雇主人员、以及由(或代表)雇主通知承包商,作为雇主在现场的其他承包商的授权人员的任何其他人员.
authorized persons shall be limited to the Contractor's personnel and the Employer's Personnel; and to any other personnel notified to the Contractor, by (or on behalf of) the Employer, as authorized personnel of the Employer's other contractors on the Site.

4.23 承包商的现场作业 / Contractor's Operations on Site

承包商应将其作业限制在现场、以及承包商可得到并经雇主同意作为工作场地的任何附加区域内.承包商应采取一切必要的预防措施,以保持承包商设备和承包商人员处在现场和此类附加区域内,避免他们进入邻近地区.

The Contractor shall confine his operations to the Site, and to any additional areas which may be obtained by the Contractor and agreed by the Employer as working areas. The Contractor shall take all necessary precautions to keep Contractor's Equipment and Contractor's Personnel within the Site and these additional areas, and to keep them off adjacent land.

在工程施工期间,承包商应保持现场没有一切不必要的障碍物, 并应妥善

存放和处置承包商设备或多余的材料.承包商应从现场清除并运走任何残物、垃圾和不再需要的临时工程.

During the execution of the Works, the Contractor shall keep the Site free from all unnecessary obstruction, and shall store or dispose of any Contractor's Equipment or surplus materials. The Contractor shall clear away and remove from the Site any wreckage, rubbish and Temporary Works which are no longer required.

在颁发工程接收证书后,承包商应清除并运走所有承包商设备、剩余材料、残物、垃圾和临时工程.承包商应使现场和工程处于清洁和安全的状况.但在缺陷通知期限内,承包商可在现场保留其根据合同完成规定义务所需要的此类货物.

Upon the issue of the Taking-Over Certificate for the Works, the Contractor shall clear away and remove all Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works. The Contractor shall leave the Site and the Works in a clean and safe condition. However, the Contractor may retain on Site, during the Defects Notification Period, such goods as are required for the Contractor to fulfill obligations under the Contract.

4.24 化石 / Fossils

在现场发现的所有化石、硬币、有价值的物品或文物、以及具有地质或考古意义的结构物和其他遗迹或物品,应置于雇主的照管和权限下.承包商应采取合理的预防措施,防止承包商人员或其他人员移动或损坏任何这类发现物.

All fossils, coins, articles of value or antiquity, and structures and other remains or items of geological or archaeological interest found on the Site shall be placed under the care and authority of the Employer. The Contractor shall take reasonable precautions to prevent Contractor's Personnel or other persons from removing or damaging any of these findings.

一旦发现任何上述物品,承包商应立即通知雇主.雇主应就处理上述物品发出指示.如果承包商因执行这些指示遭受延误和(或)招致费用,承包商应向雇主再次发出通知,有权根据第 20.1 款[承包商的索赔]的规定提出:
The Contractor shall, upon discovery of any such finding, promptly give notice to the Employer, who shall issue instructions for dealing with it. If the Contractor suffers delay and/or incurs Cost from complying with the instructions, the Contractor shall give a further notice to the Employer and shall be entitled subject to Sub-Clause 20.1[Contractor's Claims] to:

- (a) 根据第 8.4 款[竣工时间的延长]的规定,如果竣工已或将受到延误,对任何此类延误给予延长期,以及
an extension of time for any such delay, if completion is or will be

delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and

(b) 任何上述费用应加入合同价格,给予支付.

payment of any such Cost, which shall be added to the Contract Price.

雇主收到上述再次通知后,应按照第 3.5 款[确定]的要求商定或确定这些事项.

After receiving this further notice, the Employer shall proceed in accordance with Sub-Clause 3.5[Determinations] to agree or determine these matters.

5. 设计 / Design

5.1 设计义务一般要求 / General Design Obligations

承包商应被视为,在基准日期前已仔细审查了雇主要求(包括设计标准和计算,如果有).承包商应负责工程的设计,并在除下列雇主应负责的部分外,对雇主要求(包括设计标准和计算)的正确性负责.

The Contractor shall be deemed to have scrutinized, prior to the Base Date, the Employer's Requirements (including design criteria and calculations, if any). The Contractor shall be responsible for the design of the Works and for the accuracy of such Employers Requirements (including design criteria and calculations), except as stated below.

除下述情况外,雇主不应对原包括在合同内的雇主要求中的任何错误、不准确、或遗漏负责,并不应被认为,对任何数据或资料给出了任何不准确性或完整性的表示.承包商从雇主或其他方面收到任何数据或资料,不应解除承包商对设计和工程施工承担的职责.

The Employer Shall not be responsible for any error, inaccuracy or omission of any kind in the Employer's Requirements as originally included in the Contract and shall not be deemed to have given any representation of accuracy or completeness of any data or information, except as stated below. Any data or information received by the contractor, from the Employer or otherwise, shall not relieve the contractor from his responsibility for the design and execution of the Works.

但是,雇主应对雇主要求中的下列部分,以及由(或代表)雇主提供的下列数据和资料的正确性负责:

However, the Employer shall be responsible for the correctness of the following portions of the Employer's Requirements and of the following data and information provided by (or on behalf of) the Employer:

(a) 在合同中规定的由雇主负责的、或不可变的部分、数据和资料, portions, data and information which are stated in the Contract as being

immutable or the responsibility of the Employer,

- (b) 对工程或其任何部分的预期目的的说明,
definitions of intended purposes of the Works or any parts thereof,
- (c) 竣工工程的试验和性能的标准,
criteria for the testing and performance of the completed Works, and
- (d) 除合同另有说明外,承包商不能核实的部分、数据和资料。
portions, data and information which cannot be verified by the Contractor, except as otherwise stated in the Contract.

5.2 承包商文件 / Contractor's Documents

承包商文件应包括雇主要求中规定的技术文件、为满足所有规章要求报批的文件、以及第 5.6 款[竣工文件]和第 5.7 款[操作和维修手册]中所述的文件。除非雇主要求中另有说明,承包商文件应使用第 1.4 款[法律和语言]规定的交流语言书写。

The Contractor's Documents shall comprise the technical documents specified in the Employer's Requirements, documents required to satisfy all regulatory approvals, and the documents described in Sub-Clause 5.6 [As-Built Documents] and Sub-Clause 5.7 [Operation and Maintenance Manuals]. Unless otherwise stated in the Employer's Requirements, the Contractor's Documents shall be written in the language for communications defined in Sub-Clause 1.4 [Law and Language].

承包商应编制所有的承包商文件,还应编制指导承包商人员所需要的任何其他文件。

The Contractor shall prepare all Contractor's Documents, and shall also prepare any other documents necessary to instruct the Contractor's Personnel.

如果雇主要求中描述的要提交雇主审核的承包商文件,这些文件应依照要求,连同下文叙述的通知一并上报。在本款下列规定中,(i)“审核期”系指雇主审核需要的期限,以及(ii)“承包商文件”不包括未规定要提交审核的任何文件。

If the Employer's Requirements describe the Contractor's Documents which are to be submitted to the Employer for review, they shall be submitted accordingly, together with a notice as described below. In the following provisions of this Sub-Clause, (i) “review period” means the period required by the Employer for review, and (ii) “Contractor's Documents” exclude documents which are not specified as being required to be submitted for review.

除非雇主要求中另有说明,每项审核期不应超过 21 天,从雇主收到一份承包商文件和承包商通知的日期算起.该通知应说明,本承包商文件是已可供按照本款进行审核和使用.通知还应说明本承包商文件符合合同规定的情况,或在哪些范围不符合.

Unless otherwise stated in the Employer's Requirements, each review period shall not exceed 21 days, calculated from the date on which the Employer receives a contractor's Document and the Contractor's notice. This notice shall state that the contractor's Document is considered ready, both for review in accordance with this Sub-Clause and for use. The notice shall also state that the Contractor's Document complies with the Contract, or the extent to which it does not comply.

雇主在审核期可向承包商发出通知,指出承包商文件(在说明的范围)不符合合同的规定.如果承包商文件确实如此不符合,该文件应由承包商承担费用,按照本款修正,重新上报,并审核.

The Employer may within the review period, give notice to the Contractor that a Contractor's Document fails (to the extent stated) to comply with the Contract. If a Contractor's Document so fails to comply, it shall be rectified, resubmitted and reviewed in accordance with this Sub-Clause, at the Contractor's cost.

除双方另有协议的范围外,对工程每一部分都应:

For each part of the Works, and except to the extent that the Parties otherwise agree:

- (a) 在有关该部分的设计和施工的承包商文件的审核期尚未期满前,不得开工;
execution of such part of the Works shall not commence prior to the expiry of the review periods for all the Contractor's Documents which are relevant to its design and execution;
- (b) 该部分的实施,应按上报审核的承包商文件进行;
execution of such part of the Works shall be in accordance with these Contractor's Documents, as submitted for review; and
- (c) 如果承包商希望对已送审的设计或文件进行修改,应立即通知雇主.然后,承包商应按照前述程序将修改后的文件提交雇主.
if the Contractor wishes to modify any design or document which has previously been submitted for review, the Contractor shall immediately give notice to the Employer. Thereafter, the Contractor shall submit revised document to the Employer in accordance with the above procedure.

(根据前一段的)任何协议,或(根据本款或其他条款的)任何审核,都不应解除承包商的任何义务或职责。

Any such agreement (under the proceeding paragraph) or any review (under this Sub-Clause or other-wise) shall not relieve the Contractor from any obligation or responsibility.

5.3 承包商的承诺 / Contractor's Undertaking

承包商承诺其设计、承包商文件、实施和竣工的工程符合:

The Contractor undertakes that the design, the Contractor's Documents, the execution and the completed works will be in accordance with:

- (a) 工程所在国的法律,
the Laws in the Country, and
- (b) 经过变更做出更改或修正的构成合同的各项文件.
the documents forming the Contract, as altered or modified by Variations.

5.4 技术标准和法规 / Technical Standards and Regulations

设计、承包商文件、施工和竣工工程,均应符合工程所在国的技术标准、建筑、施工与环境方面的法律、适用于工程将生产的产品的法律、以及雇主要求中提出的适用于工程、或适用法律规定的其他标准。

The design, the Contractor's Document, the execution and the completed Works shall comply with the country's technical standards, building, construction and environmental Laws, Laws applicable to the product being produced from the Works, and other standards specified in the Employer's Requirements, applicable to the Works, or defined by the applicable Laws.

所有这些关于工程和其各分项工程的法规,应是在雇主根据第 10 条[雇主的接收]的规定接收工程或分项工程时通行的.除非另有说明,合同中提到的各项已公布标准应视为在基准日期适用的版本。

All these Laws shall, in respect of the Works and each Section, be those prevailing when the Works or Section are taken over by the Employer under Clause 10 [Employer's Taking Over]. References in the Contract to published standards shall be understood to be references to the edition applicable on the Base Date, unless stated otherwise.

如果在基准日期后,上述版本有修改或有新的标准生效,承包商应通知雇主,并(如适宜)提交遵守新标准的建议书.如果:

If changed or new applicable standards come into force in the Country after the Base Date, the Contractor shall give notice to the Employer and (if

appropriate) submit proposals for compliance. In the event that:

- (a) 雇主确定需要遵守,
the Employer determines that compliance is required, and
- (b) 遵守新标准的建议书构成一项变更时,
the proposals for compliance constitute a variation,

雇主应按照第 13 条[变更和调整]的规定着手做出变更.

then the Employer shall initiate a Variation in accordance with Clause 13 [Variations and Adjustments].

5.5 培训 / Training

承包商应按照雇主要求中规定的范围,对雇主人员进行工程操作和维修培训.如果合同规定了工程接收前要进行培训,在此项培训结束前,不应认为工程已经按照第 10.1 款[工程和分项工程的接收]规定的接收要求的竣工.

The Contractor shall carry out the training of Employer's Personnel in the operation and maintenance of the Works to the extent specified in the Employer's Requirements. If the Contract specifies training which is to be carried out before taking-over under Sub-Clause 10.1[Taking-Over of the Works and Sections] until this training has been completed.

5.6 竣工文件 / As-Built Documents

承包商应编制并随时更新一套完整的、有关工程施工情况的“竣工”记录,如实记载竣工工程的准确位置、尺寸和实施工作的详细说明.上述竣工记录应保存在现场,并仅限用于本款的目的.应在竣工试验开始前,提交两套副本给雇主.

The Contractor shall prepare, and keep up-to-date, a complete set of “as-built” records of the execution of the Works, showing the exact as-built locations, sizes and details of the work as executed. These records shall be kept on the Site and shall be used exclusively for the purposes of this Sub-Clause. Two copies shall be supplied to the Employer prior to the commencement of the Tests on Completion.

此外,承包商应负责绘制并向雇主提供工程的竣工图,表明整个工程的施工完毕的实际情况,提交雇主根据第 5.2 款[承包商文件]的规定进行审核.承包商应取得雇主对他们的尺寸、基准系统、及其他相关细节的同意.

In addition, the Contractor shall supply to the Employer as-built drawings of the Works, showing all Works as executed, and submit them to them to the Employer for review under Sub-Clause 5.2[Contractor's Documents]. The Contractor shall obtain the consent of the Employer as to their size, the

referencing system, and other relevant details.

在颁发任何接收证书前,承包商应按照雇主要求中规定的份数和复制形式,向雇主提交上述相关的竣工图.在雇主收到这些文件前,不应认为工程已经按照第 10.1 款[工程和分项工程的接收]规定的接收要求竣工.

Prior to the issue of any Taking-over Certificate, the Contractor shall supply to the Employer the specified numbers and types of copies of the relevant as-built drawings, in accordance with the Employer's Requirements. The Works shall not be considered to be completed for the purposes of taking-over under Sub-Clause 10.1[Taking Over of the Works and Sections] until the Employer has received these documents.

5.7 操作和维修手册 / Operation and Maintenance Manuals

在竣工试验开始前,承包商应向雇主提供暂行的操作维修手册,上述操作维修手册的详细程度,应能满足雇主操作、维修、拆卸、重新组装、调整和修复生产设备的需要.

Prior to commencement of the Tests on Completion, the Contractor shall supply to the Employer provisional operation and maintenance manuals in sufficient detail for the Employer to operate, maintain, dismantle, reassemble, adjust and repair the Plant.

在雇主收到足够详细的最后的操作和维修手册和雇主要求中为此类目的规定的其他手册前,不应认为工程已经按照第 10.1 款[工程和分项工程的接收]规定的接收要求竣工.

The Works shall not be considered to be completed for the purposes of taking-over under Sub-Clause 10.1[Taking-Over of the Works and Sections] until the Employer has received final operation and maintenance manuals in such detail, and any other manuals specified in the Employer's Requirements for these purposes.

5.8 设计错误 / Design Error

如果在承包商文件中发现有错误、遗漏、含糊、不一致、不适当或其他缺陷,尽管根据本条做出了任何同意或批准,承包商仍应自费对这些缺陷和其带来的工程问题进行改正.

If errors, omissions, ambiguities, inconsistencies, inadequacies or other defects are found in the Contractor's Documents, they and the Works shall be corrected at the Contractor's cost, notwithstanding any consent or approval under this Clause.

6. 员工 / Staff and Labour

6.1 员工的雇用 / Engagement of Staff and Labour

除雇主要求中另有说明外,承包商应安排从当地或其他地方雇用所有的员工,并负责他们的报酬、住宿、膳食和交通.

Except as otherwise stated in the Employer's Requirements, the Contractor shall make arrangements for the engagement of all staff and labour, local or otherwise, and for their payment, housing, feeding and transport.

6.2 工资标准和劳动条件 / Rates of Wages and Conditions of Labour

承包商所付的工资标准及遵守的劳动条件,应不低于实施工作的地区工商业现行的标准和条件.如果没有现成的标准和条件可以引用,承包商所付的工资标准及遵守的劳动条件,应不低于当地与承包商类似的工商业雇主所付的一般工资标准及遵守的劳动条件.

The Contractor shall pay rates of wages, and observe conditions of labour, which are not lower than those established for the trade or industry where the work is carried out. If no established rates or conditions are applicable, the Contractor shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions observed locally by employers whose trade or industry is similar to that of the Contractor.

6.3 为雇主服务的人员 / Persons in the Service of Employer

承包商不应从雇主人员中招收或试图招收员工.

The Contractor shall not recruit, or attempt to recruit, staff and labour from amongst the Employer's Personnel.

6.4 劳动法 / Labour Laws

承包商应遵守所有适用于承包商人员的相关劳动法律,包括有关他们的雇用、健康、安全、福利、入境、出境等法律,并应允许他们享有所有合法权利.

The Contractor shall comply with all the relevant labour Laws applicable to the Contractor's Personnel, including Laws relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights.

承包商应要求其雇员遵守所有适用的法律,包括有关工作安全的法律.

The Contractor shall require his employees to obey all applicable Laws, including those concerning safety at work.

6.5 工作时间 / Working Hours

除非出现下列情况,在当地公认的休息日,或在正常工作时间以外,不应在现场进行工作:

No work shall be carried out on the Site on locally recognized days of rest, or outside normal working hours, unless:

- (a) 合同中另有规定,
otherwise stated in the Contract,
- (b) 雇主同意,或
the Employer gives consent, or
- (c) 为保护生命或财产、或为工程的安全,不可避免或必需的工作,在此情况下承包商应立即通知雇主.
the work is unavoidable, or necessary for the protection of life or property or for the safety of the Works, in which case the Contractor shall immediately advise the Employer.

6.6 为员工提供设施 / Facilities for Staff and Labour

除雇主要求中另有说明外,承包商应为承包商人员提供和保持一切必要的食宿和福利设施.承包商还应按雇主要求中的规定为雇主人员提供设施.

Except as otherwise stated in the Employer's Requirements, the Contractor shall provide and maintain all necessary accommodation and welfare facilities for the Contractor's Personnel. The Contractor shall also provide facilities for the Employer's Personnel as stated in the Employer's Requirements.

承包商不应允许承包商人员中的任何人,在构成永久工程一部分的构筑物内,保留任何临时或永久的居住场所.

The contractor shall not permit any of the Contractor's Personnel to maintain any temporary or permanent living quarters within the structures forming part of the Permanent Works.

6.7 健康和安全 / Health and Safety

承包商应始终采取合理的预防措施,维护承包商人员的健康和安全.承包商应与当地卫生部门合作,始终确保在现场,以及承包商人员和雇主人员的任何驻地,配备医务人员、急救设施、病房及救护车服务,并应对所有必需的福利和卫生要求、以及预防传染病做出适当安排.

The Contractor shall at all time take all reasonable precautions to maintain the health and safety of the Contractor's Personnel. In collaboration with local health authorities, the Contractor shall ensure that medical staff, first aid

facilities, sick bay and ambulance service are available at all times at the Site and at any accommodation for Contractor's and Employer's Personnel, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics.

承包商应在现场指派一名事故预防员,负责维护安全和事故预防工作.该人员应能胜任此项职责,并应有权发布指示及采取防止事故的保护措施.在工程实施过程中,承包商应提供该人员履行其职责和权利所需要的任何事项. The Contractor shall appoint an accident prevention officer at the Site, responsible for maintaining safety and protection against accidents. This person shall be qualified for this responsibility, and shall have the authority to issue instructions and take protective measures to prevent accidents. Throughout the execution of the Works, the Contractor shall provide whatever is required by this person to exercise this responsibility and authority.

任何事故发生后,承包商应立即将事故详情通报雇主.承包商应按雇主可能提出的合理要求,保持记录,并写出有关人员健康、安全和福利、以及财产损失等情况的报告.

The Contractor shall send, to the Employer, details of any accident as soon as practicable after its occurrence. The Contractor shall maintain records and make reports concerning health, safety and welfare of persons, and damage to property, as the Employer may reasonably require.

6.8 承包商的监督 / Contractor's Superintendence

在设计和工程施工过程中,以及其后雇主认为为了完成承包商的义务所需要的期间内,承包商应对工作的规划、安排、指导、管理、检验和试验,提供一切必要的监督.

Throughout the design and execution of the Works, and as long thereafter as is necessary to fulfill the contractor's obligations, the Contractor shall provide all necessary superintendence to plan, arrange, direct, manage, inspect and test the work.

此类监督应由足够的人员执行,他们应具有交流所有语言(第 1.4 款[法律和语言]所规定的)、以及合乎要求地、安全地实施工程各项作业所需的足够的知识(包括需要的方法和技术、可能遇到的危险和预防事故的方法).

Superintendence shall be given by a sufficient number of persons having adequate knowledge of the language for communications (defined in Sub-Clause 1.4[Laws and Language]) and of the operations to be carried out (including the methods and techniques required, the hazards likely to be encountered and methods of preventing accidents), for the satisfactory and safe execution of the Works.

6.9 承包商人员 / Contractor's Personnel

承包商人员都应是在他们各自行业或职业内,具有相应资质、技能和经验的人员.雇主可要求承包商撤换(或促使撤换)受雇于现场或工程的、有下列行为的任何人员,适当时也包括承包商代表:

The Contractor's Personnel shall be appropriately qualified, skilled and experienced in their respective trades or occupations. The Employer may require the contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative if applicable, who:

- (a) 经常行为不当,或工作漫不经心;
persists in any misconduct or lack of care,
- (b) 无能力履行义务或玩忽职守;
carries out duties incompetently or negligently,
- (c) 不遵守合同的任何规定;或
falls to conform with any provisions of the Contract, or
- (d) 坚持有损安全、健康,或有损环境保护的行为.
persists in any conduct which is prejudicial to safety, health, or the protection of the environment.

如果适宜,承包商随后应指派(或促使指派)合适的替代人员.

If appropriate, the contractor shall then appoint (or cause to be appointed) a suitable replacement person.

6.10 承包商人员和设备的记录 / Records of contractor's Personnel and Equipment

承包商应向雇主提交说明现场各类承包商人员的人数和各类承包商设备数量的详细资料.应按雇主批准的格式,每月填报,直到承包商完成了工程接收证书上写明的竣工日期时的全部扫尾工作为止.

The Contractor shall submit, to the employer, details showing the number of each class of Contractor's Personnel and of each type of Contractor's Equipment on the Site. Details shall be submitted each calendar month, in a form approved by the Employer, until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works.

6.11 无序行为 / Disorderly Conduct

承包商应始终采取各种合理的预防措施,防止承包商人员或其内部,发生任何非法的、骚扰的或无序的行为,以保持安定,保护现场及临近人员和财产的安全.

The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst the Contractor's Personnel, and to preserve peace and protection of persons and property on and near the Site.

7. 生产设备、材料和工艺 / Plant, Materials and Workmanship

7.1 实施方法 / Manner of Execution

承包商应按以下方法进行生产设备的制造、材料的生产加工、以及工程的所有其他实施作业:

The Contractor shall carry out the manufacture of Plant, the production and manufacture of Materials, and all other execution of the Works:

- (a) 按照合同规定的方法(如果有);
in the manner (if any) specified in the Contract,
- (b) 按照公认的良好惯例,使用恰当、精巧、仔细的方法;
in a proper workmanlike and careful manner, in accordance with recognized good practice, and
- (c) 除合同另有规定外,使用适当配备的设施和无危险的材料.
with properly equipped facilities and non-hazardous Materials, except as otherwise specified in the Contract.

7.2 样品 / Samples

承包商应根据合同规定,按照第 5.2 款[承包商文件]中所述的对承包商文件的送审程序,自费向雇主提交样品,供其审核.每件样品应标明其原产地、及在工程中预期的用处.

The Contractor shall submit samples to the Employer, for review in accordance with the procedures for Contractor's Documents described in Sub-Clause 5.2 [Contractor's Documents], as specified in the Contract and at the Contractor's cost. Each sample shall be labeled as to origin and intended use in the Works.

7.3 检验 / Inspection

雇主人员应在所有合理的时间内:

The Employer's Personnel shall at all reasonable times:

- (a) 有充分机会进入现场的所有部分、以及获得天然材料的所有地点;
have full access to all parts of the Site and to all places from which natural Materials are being obtained, and
- (b) 有权在加工、生产和施工期间(在现场和其他合同规定的范围), 对材料和工艺进行检查、检验、测量和试验,并对生产设备的制造和材料的加工生产进度进行检查.
during production, manufacture and construction (at the Site and, to the extent specified in the Contract, elsewhere), be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress of manufacture of Plant and production and manufacture of Materials.

承包商应向雇主人员进行上述活动提供一切机会,包括提供进入条件、设施、许可和安全装备.此类活动不应解除承包商的任何义务和职责.

The Contractor shall give the Employer's Personnel full opportunity to carry out these activities, including providing access, facilities, permissions and safety equipment. No such activity shall relieve the Contractor from any obligation or responsibility.

对于雇主人员有权检查、检验、测量和(或)试验的工作,每当任何此类工作已经准备好,在覆盖、掩蔽、包装以便储存或运输前,承包商应通知雇主.这时,雇主应及时进行检查、检验、测量和试验,不得无故拖延,或者立即通知承包商无需进行这些工作.如果承包商没有发出此类通知,而当雇主提出要求时,承包商应除去物件上的覆盖,并在随后恢复完好,所需费用由承包商承担.

In respect of the work which Employer's Personnel are entitled to examine, inspect, measure and/or test, the Contractor shall give notice to the Employer whenever any such work is ready and before it is covered up, put out of sight, or packaged for storage or transport. The Employer shall then either carry out the examination, inspection, measurement or testing without unreasonable delay, or promptly give notice to the Contractor that the Employer does not require to do so. If the Contractor fails to give the notice, he shall, if and when required by the Employer, uncover the work and thereafter reinstate and make good, all at the Contractor's cost.

7.4 试验 / Testing

本款适用于竣工后试验(如果有)以外的合同规定的所有试验。

This Sub-Clause shall apply to all tests specified in the Contract, other than the Tests after Completion (if any).

为有效进行规定的试验,承包商应提供所需的所有仪器、帮助、文件和其他资料、电力、装备、燃料、消耗品、工具、劳力、材料,以及具有适当资质和经验的人员,对任何生产设备、材料和工程其他部分进行规定的试验,其时间和地点,应由承包商和雇主商定。

The Contractor shall provide all apparatus, assistance, documents and other information, electricity, equipment, fuel, consumables, instruments, labor, materials, and suitably qualified and experienced staff, as are necessary to carry out the specified tests efficiently. The Contractor shall agree, with the Employer, the time and place for the specified testing of any Plant, Materials and other parts of the Works.

根据第 13 条[变更和调整]的规定,雇主可以改变进行规定试验的位置或细节,或指示承包商进行附加的试验。如果这些变更或附加的试验表明,经过试验的生产设备、材料、或工艺不符合合同的要求,不管合同有何其他规定,承包商应负担进行本项变更的费用。

The Employer may, under Clause 13 [Variations and Adjustments], vary the location or details of specified tests, or instruct the Contractor to carry out additional tests. If these varied or additional tests show that the tested Plant, Materials or workmanship is not in accordance with the Contract, the cost of carrying out this Variation shall be borne by the Contractor, notwithstanding other provisions of the Contract.

雇主应至少提前 24 小时将参加试验的意图通知承包商。如果雇主没有在商定的时间和地点参加试验,除非雇主另有指示,承包商可以自行进行试验,这些试验应被视为是在雇主在场情况下进行的。

The Employer shall give the Contractor not less than 24 hours' notice of the Employer's intention to attend the tests. If the Employer does not attend at the time and place agreed, the Contractor may proceed with the tests, unless otherwise instructed by the Employer, and the tests shall then be deemed to have been made in the Employer's presence.

如果由于服从这些指示,或因雇主应负责的延误的结果,使承包商遭受延误和(或)招致费用,承包商应向雇主发出通知,并有权根据第 20.1 款[承包商的索赔]的规定提出:

If the Contractor suffers delay and/or incurs Cost from complying with these instructions or as a result of a delay for which the Employer is responsible, the Contractor shall give notice to the Employer and shall be entitled subject to

Sub-Clause 20.1 [Contractor's Claims] to:

- (a) 根据第 8.4 款[竣工时间的延长]的规定,如果竣工已或将受到延误,对任何此类延误给予延长期;
an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- (b) 任何上述费用加合理利润应加入合同价格,给予支付.
payment of any such Cost plus reasonable profit, which shall be added to the Contract Price.

雇主在收到此通知后,应按照第 3.5 款[确定]的要求对此类事项进行商定或确定.

After receiving this notice, the Employer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

承包商应立即向雇主提交充分证实的试验报告.当规定的试验通过时,雇主应在承包商的试验证书上签字认可,或向承包商颁发等效的证书.如果雇主未参加试验,他应被视为已经认可试验示数是准确的.

The Contractor shall promptly forward to the Employer duly certified reports of the tests. When the specified tests have been passed, the Employer shall endorse the Contractor's test certificate, or issue a certificate to him, to that effect. If the Employer has not attended the tests, he shall be deemed to have accepted the readings as accurate.

7.5 拒收 / Rejection

如果检查、检验、测量或试验结果,发现任何生产设备、材料、设计或工艺有缺陷,或不符合合同要求,雇主可通过向承包商发出通知,并说明理由,拒收该生产设备、材料、设计或工艺.承包商应立即修复缺陷,并保证上述被拒收的项目符合合同的规定.

If, as a result of an examination, inspection measurement or testing, any Plant, Materials, design or workmanship is found to be defective or otherwise not in accordance with the Contract, the Employer may reject the Plant, Materials, design or workmanship by giving notice to the Contractor, with reasons. The Contractor shall then promptly make good the defect and ensure that the rejected item complies with the Contract.

如果雇主要求对上述生产设备、材料、设计或工艺再次进行试验,这些试验应按相同的条款和条件重新进行.如果此项拒收和再次试验使雇主增加了费用,承包商应遵照第 2.5 款[雇主的索赔]的规定,将该费用付给雇主.

If the Employer requires this Plant, Materials, design or workmanship to be

retested, the tests shall be repeated under the same terms and conditions. If the rejection and retesting cause the Employer to incur additional costs, the Contractor shall subject to Sub-Clause 2.5 [Employer's Claims] pay these costs to the Employer.

7.6 修补工作 / Remedial Work

尽管已有先前的任何试验或证书,雇主仍可指示承包商进行以下工作:
Notwithstanding any previous test or certification, the Employer may instruct the Contractor to:

- (a) 将不符合合同要求的任何生产设备或材料移出现场,并进行更换;
remove from the Site and replace any Plant or Materials which is not in accordance with the Contract,
- (b) 去除不符合合同的任何其他工作,并重新实施;
remove and re-execute any other work which is not in accordance with the Contract, and
- (c) 实施因意外、不可预见的事件或其他原因引起的、为工程的安全迫切需要的任何工作.
execute any work which is urgently required for the safety of the Works, whether because of an accident, unforeseeable event or otherwise.

如果承包商未能服从任何此类符合第 3.4 款[指示]要求的指示,雇主应有权雇用并付款给他人从事该工作.除承包商原有权从该工作所得付款的范围外,承包商应遵照第 2.5 款[雇主的索赔]的规定,向雇主支付因他未履行指示而使雇主支付的所有费用.

If the Contractor fails to comply with any such instruction, which complies with Sub-Clause 3.4 [Instructions], the Employer shall be entitled to employ and pay other persons to carry out the work. Except to the extent that the Contractor would have been entitled to payment for the work, the Contractor shall subject to Sub-Clause 2.5 [Employer's Claims] pay to the Employer all costs arising from this failure.

7.7 生产设备和材料的所有权 / Ownership of Plant and Materials

从下列二者中较早的时间起,在符合工程所在国法律规定范围内,每项生产设备和材料都应无扣押和其他阻碍的成为雇主的财产.

Each item of Plant and Materials shall, to the extent consistent with the Laws of the Country, become the property of the Employer at whichever is the earlier of the following times, free from liens and other encumbrances:

- (a) 当上述生产设备、材料运至现场时;
when it is delivered to the Site;
- (b) 当根据第 8.10 款[暂停时对生产设备和材料的支付]的规定,承包商有权得到按生产设备和材料价值的付款时.
when the Contractor is entitled to payment of the value of the Plant and Materials under Sub-Clause 8.10 [Payment for Plant and Materials in Event of Suspension].

7.8 土地(矿区)使用费 / Royalties

除非在雇主要求中另有说明,承包商应为以下事项支付所有的土地(矿区)使用费、租金和其他付款:

Unless otherwise stated in the Employer's Requirements, the Contractor shall pay all royalties, rents and other payments for:

- (a) 从现场以外地区得到的天然材料;
natural Materials obtained from outside the Site, and
- (b) 在合同规定的现场范围内的弃置区以外,弃置拆除、开挖的材料和其他剩余材料(不论是天然的或人工的).
the disposal of material from demolitions and excavations and of other surplus material (whether natural or man-made), except to the extent that disposal areas within the Site are specified in the Contract.

8. 开工、延误和暂停 / Commencement, Delays and Suspension

8.1 工程的开工 / Commencement of Works

除非合同协议书另有说明:

Unless otherwise stated in the Contract Agreement:

- (a) 雇主应在不少于 7 天前向承包商发出开工日期的通知;
the Employer shall give the Contractor not less than 7 days' notice of the Commencement Date; and
- (b) 开工日期应在第 1.6 款[合同协议书]规定的合同全面实施和生效日期后 42 天内.
the Commencement Date shall be within 42 days after the date on which the Contract comes into full force and effect under Sub-Clause 1.6 [Contract Agreement].

承包商应在开工日期后,在合理可能情况下尽早开始工程的设计和施工,随

后应以正当速度,不拖延地进行工程.

The Contractor shall commence the design and execution of the Works as soon as is reasonably practicable after the Commencement Date, and shall then proceed with the Works with due expedition and without delay.

8.2 竣工时间 / Time for Completion

承包商应在工程或分项工程(视情况而定)的竣工时间内,完成整个工程和每个分项工程(如果有),包括:

The Contractor shall complete the whole of the Works, and each Section (if any), within the Time for Completion for the Works or Section (as the case may be), including:

- (a) 竣工试验获得通过;
achieving the passing of the Tests on Completion, and
- (b) 完成合同提出的、工程和分项工程按照第 10.1 款[工程和分项工程的接收]规定的接收要求竣工所需要的全部工作.
completing all work which is stated in the Contract as being required for the Works or Section to be considered to be completed for the purposes of taking-over under Sub-Clause 10.1 [Taking Over of the Works and Sections].

8.3 进度计划 / Programme

承包商应在开工日期后 28 天内,向雇主提交一份进度计划.当原定进度计划与实际进度或承包商的义务不相符时,承包商还应提交一份修订的进度计划.除非合同另有说明,每份进度计划应包括:

The Contractor shall submit a time programme to the Employer within 28 days after the Commencement Date. The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress or with the Contractor's obligations. Unless otherwise stated in the Contract, each programme shall include:

- (a) 承包商计划实施工程的工作顺序,包括工程各主要阶段的预期时间安排;
the order in which the Contractor intends to carry out the Works, including the anticipated timing of each major stage of the Works,
- (b) 根据第 5.2 款[承包商文件]规定的审核期限;
the periods for reviews under Sub-Clause 5.2 [Contractor's Documents],

- (c) 合同中规定的各项检验和试验的顺序和时间安排;
the sequence and timing of inspections and tests specified in the Contract, and
- (d) 一份支持报告,内容包括:
a supporting report which includes:
 - (i) 承包商在工程各主要阶段的实施中拟采用的方法的一般描述;
a general description of the methods which the Contractor intends to adopt for the execution of each major stage of the Works, and
 - (ii) 各主要阶段配备的各级承包商人员和各类型承包商设备的大概数量.
the approximate number of each class of Contractor's Personnel and of each type of Contractor's Equipment for each major stage.

除非雇主在收到进度计划后 21 天内向承包商发出通知,指出其中不符合合同要求的部分,承包商即按照该进度计划,并遵守合同规定的其它义务,进行工作.雇主人员应有权依照该进度计划安排他们的活动.

Unless the Employer, within 21 days receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the programme, subject to his other obligations under the Contract. The Employer's Personnel shall be entitled to rely upon the programme when planning their activities.

承包商应及时将未来可能对工程施工造成不利影响或延误的事件或情况通知雇主.在此情况下,或在雇主通知承包商指出进度计划(在指出的部分)不符合合同要求,或与实际进度或承包商提出的意向不一致时,承包商应遵照本款要求向雇主提交一份修订进度计划.

The Contractor shall promptly give notice to the Employer of specific probable future events or circumstances which may adversely affect or delay the execution of the Works. In this event, or if the Employer gives notice to the Contractor that a programme fails (to the extent stated) to comply with the Contract or to be consistent with actual progress and the Contractor's stated intentions, the Contractor shall submit a revised programme to the Employer in accordance with this Sub-Clause.

8.4 竣工时间延长 / Extension of Time for Completion

如由于下列任何原因,致使达到按照第 10.1 款[工程和分项工程的接收]要

求的竣工受到或将受到延误的程度,承包商有权按照第 20.1 款[承包商的索赔]的规定提出延长竣工时间:

The Contractor shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to an extension of the Time for Completion if and to the extent that completion for the purposes of Sub-Clause 10.1 [Taking Over of the Works and Sections] is or will be delayed by any of the following causes:

- (a) 变更(除非已根据第 13.3 款[变更程序]的规定商定调整了竣工时间);
a Variation (unless an adjustment to the Time for Completion has been agreed under Sub-Clause 13.3 [Variation Procedure]),
- (b) 根据本条件某款,有权获得延长期的原因;或
a cause of delay giving an entitlement to extension of time under a Sub-Clause of these Conditions, or
- (c) 由雇主、雇主人员、或在现场的雇主的其他承包商造成或引起的任何延误、妨碍和阻碍。
any delay, impediment or prevention caused by or attributable to the Employer, the Employer's Personnel, or the Employer's other contractors on the Site.

如果承包商认为他有权提出延长竣工时间,应按照第 20.1 款[承包商的索赔]的规定,向雇主发出通知.雇主每次按照第 20.1 款确定延长时间时,应对以前所作的确定进行审核,可以增加,但不得减少总的延长时间.

If the Contractor considers himself to be entitled to an extension of the Time for Completion, the Contractor shall give notice to the Employer in accordance with Sub-Clause 20.1 [Contractor's Claims]. When determining each extension of time under Sub-Clause 20.1, the Employer shall review previous determinations and may increase, but shall not decrease, the total extension of time.

8.5 当局造成的延误 / Delays Caused by Authorities

如果符合下列条件,即:

If the following conditions apply, namely:

- (a) 承包商已努力遵守了工程所在国依法成立的有关公共当局所制定的程序;
the Contractor has diligently followed the procedures laid down by the relevant legally constituted public authorities in the Country,
- (b) 这些当局延误或打乱了承包商的工作;

these authorities delay or disrupt the Contractor's work, and

- (c) 延误或中废是一个有经验的承包商在递交投标书时无法合理预见的;

the delay or disruption was not reasonably foreseeable by an experienced contractor by the date for submission of the Tender,

则上述延误或中断应被视为根据第 8.4 款[竣工时间的延长](b)项规定的延误的原因.

then this delay or disruption will be considered as a cause of delay under sub-paragraph (b) of Sub-Clause 8.4 [Extension of Time for Completion].

8.6 工程进度 / Rate of Progress

如果在任何时候:

If, at any time:

- (a) 实际工程进度对于在竣工时间内完工过于迟缓,和(或)
actual progress is too slow to complete within the Time for Completion,
and/or
- (b) 进度已(或将)落后于根据第 8.3 款[进度计划]的规定制订的现行进度计划,
progress has fallen (or will fall) behind the current programme under
Sub-Clause 8.3 [Programme],

除由于第 8.4 款[竣工时间的延长]中列举的某项原因造成的结果外,雇主可指示承包商根据第 8.3 款[进度计划]的规定提交一份修订的进度计划,以及说明承包商为加快进度在竣工时间内竣工,建议采取的修订方法的补充报告.

other than as a result of a cause listed in Sub-Clause 8.4 [Extension of Time for Completion], then the Employer may instruct the Contractor to submit, under Sub-Clause 8.3 [Programme], a revised programme and supporting report describing the revised methods which the Contractor proposes to adopt in order to expedite progress and complete within the Time for Completion.

除非雇主 另有通知,承包商应采取这些修订方法,对可能需要增加工时、和(或)承包商人员和(或)货物的数量,承包商应自行承担风险和费用.如果这些修订方法使雇主招致附加费用,承包商应根据第 2.5 款[雇主的索赔]的要求,连同下述第 8.7 款中提出的误期损害赔偿费(如果有),向雇主支付这些费用.

Unless the Employer notifies otherwise, the Contractor shall adopt these revised methods, which may require increases in the working hours and/or in

the numbers of Contractor's Personnel and/or Goods, at the risk and cost of the Contractor. If these revised methods cause the Employer to incur additional costs, the Contractor shall subject to Sub-Clause 2.5 [Employer's Claims] pay these costs to the Employer, in addition to delay damages (if any) under Sub-Clause 8.7 below.

8.7 误期损害赔偿费 / Delay Damages

如果承包商未能遵守第 8.2 款[竣工时间]的要求,承包商应当为其违约行为,根据第 2.5 款[雇主的索赔]的要求向雇主支付误期损害赔偿费.此项误期损害赔偿费应按照专用条件中规定的每天应付金额,以接收证书上注明的日期超过相应的竣工时间的天数计算.但按本款计算的赔偿总额,不得超过专用条件中规定的误期损害赔偿费的最高限额(如果有).

If the Contractor fails to comply with Sub-Clause 8.2 [Time for Completion], the Contractor shall subject to Sub-Clause 2.5 [Employer's Claims] pay delay damages to the Employer for this default. These delay damages shall be the sum stated in the Particular Conditions, which shall be paid for every day which shall elapse between the relevant Time for Completion and the date stated in the Taking-Over Certificate. However, the total amount due under this Sub-Clause shall not exceed the maximum amount of delay damages (if any) stated in the Particular Conditions.

除在工程竣工前根据第 15.2 款[由雇主终止]的规定终止的情况外,这些误期损害赔偿费应是承包商为此类违约应付的唯一损害赔偿费.这些损害赔偿费不应解除承包商完成工程的义务,或合同规定的其可能承担的其他责任、义务或职责.

These delay damages shall be the only damages due from the Contractor for such default, other than in the event of termination under Sub-Clause 15.2 [Termination by Employer] prior to completion of the Works, These damages shall not relieve the Contractor from his obligation to complete the works, or from any other duties, obligations or responsibilities which he may have under the Contract.

8.8 暂时停工 / Suspension of Work

雇主可以随时指示承包商暂停工程某一部分或全部的施工.在暂停期间,承包商应保护、保管、并保证该部分或全部工程不致产生任何变质、损失或损害.

The Employer may at any time instruct the Contractor to suspend progress of part or all of the Works. During such suspension, the Contractor shall protect, store and secure such part or the Works against any deterioration, loss or damage.

雇主还可以通知暂停的原因.如果是已通知了原因,而且是由于承包商的职责造成的情况,则下列第 8.9、8.10 和 8.11 款应不适用.

The Employer may also notify the cause for the suspension. If and to the extent that the cause is notified and is the responsibility of the Contractor, the following Sub-Clauses 8.9, 8.10 and 8.11 shall not apply.

8.9 暂停的后果 / Consequences of Suspension

如果承包商因执行雇主根据第 8.8 款[暂时停工]的规定发出的指示,和(或)因为复工,而遭受延误和(或)招致增加费用,承包商应向雇主发出通知,并有权依照第 20.1 款[承包商的索赔]的规定提出:

If the Contractor suffers delay and/or incurs Cost from complying with the Employer's instructions under Sub-Clause 8.8 [Suspension of Work] and/or from resuming the work, the Contractor shall give notice to the Employer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- (a) 根据第 8.4 款[竣工时间的延长]的规定,如竣工已或将受到延误,应对任何此类延误给予延长期;
an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- (b) 对任何此类费用应加入合同价格,给予支付.
payment of any such Cost, which shall be added to the Contract Price.

雇主收到此通知后,应按照第 3.5 款[确定]的要求,对这些事项进行商定或确定.

After receiving this notice, the Employer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

承包商应无权得到为弥补因承包商有缺陷的设计、工艺或材料,或因承包商未能按照第 8.8 款[暂时停工]的规定保护、保管、或保证安全的后果,带来的延长期和招致费用的支付.

The Contractor shall not be entitled to an extension of time for, or to payment of the Cost incurred in, making good the consequences of the Contractor's faulty design, workmanship or materials, or of the Contractor's failure to protect, store or secure in accordance with Sub-Clause 8.8 [Suspension of Work].

8.10 暂停时对生产设备和材料的付款 / Payment for Plant and Materials in Event of Suspension

在下列条件下,承包商有权得到尚未运到现场的生产设备和(或)材料(按暂

停开始日期时)的价值的付款:

The Contractor shall be entitled to payment of the value (as at the date of suspension) of Plant and/or Materials which have not been delivered to Site, if:

- (a) 生产设备的生产、或生产设备和(或)材料的交付被暂停达到 28 天以上;
the work on Plant or delivery of Plant and/or Materials has been suspended for more than 28 days, and
- (b) 承包商已按雇主的指示,标明上述生产设备和(或)材料为雇主的财产.
the Contractor has marked the Plant and/or Materials as the Employer's property in accordance with the Employer's instructions.

8.11 托长的暂停 / Prolonged Suspension

如果第 8.8 款[暂时停工]所述的暂停已持续 84 天以上,承包商可以要求雇主允许继续施工.如在提出这一要求后 28 天内,雇主没有给出许可,承包商可以通知雇主,将工程受暂停影响的部分视为根据第 13 条[变更和调整]规定的删减项目.若暂停影响到整个工程,承包商可以根据第 16.2 款[由承包商终止]的规定发出终止的通知.

If the suspension under Sub-Clause 8.8 [Suspension of Work] has continued for more than 84 days, the Contractor may request the Employer's permission to proceed. If the Employer does not give permission within 28 days after being requested to do so, the Contractor may, by giving notice to the Employer, treat the suspension as an omission under Clause 13 [Variations and Adjustments] of the affected part of the Works. If the suspension affects the whole of the Works, the Contractor may give notice of termination under Sub-Clause 16.2 [Termination by Contractor].

8.12 复工 / Resumption of Work

在发出继续施工的许可或指示后,双方应共同对受暂停影响的工程、生产设备和材料进行检查.承包商应负责恢复在暂停期间发生的工程或生产设备或材料的任何变质、缺陷或损失.

After the permission or instruction to proceed is given, the Parties shall jointly examine the Works and the Plant and Materials affected by the suspension. The Contractor shall make good any deterioration or defect in or loss of the Works or Plant or Materials, which has occurred during the suspension.

9. 竣工试验 /Tests on Completion

9.1 承包商的义务 / Contractor's Obligations

承包商应按照第 5.6 款[竣工文件]和第 5.7 款操作和维修手册]的要求,提供各种文件后,按照本条和第 7.4 款[试验]的要求进行竣工试验.

The Contractor shall carry out the Tests on Completion in accordance with this Clause and Sub-Clause 7.4 [Testing], after providing the documents in accordance with Sub-Clause 5.6 [As-Built Documents] and Sub-Clause 5.7 [Operation and Maintenance Manuals].

承包商应提前 21 天将他可以进行每项竣工试验的日期通知雇主.除非另有商定,竣工试验应在此通知日期后的 14 天内,在雇主指示的某日或某几日内进行.

The Contractor shall give to the Employer not less than 21 days' notice of the date after which the Contractor will be ready to carry out each of the Tests on Completion. Unless otherwise agreed, Tests on Completion shall be carried out within 14 days after this date, on such day or days as the Employer shall instruct.

除非在专用条件中另有说明,竣工试验应按照以下顺序进行:

Unless otherwise stated in the Particular Conditions, the Tests on Completion shall be carried out in the following sequence:

- (a) 启动前试验,应包括适当的检验和(“干”或“冷”)性能试验,以证明每项生产设备能够安全地承受下一阶段(b)项试验;
pre-commissioning tests, which shall include the appropriate inspections and (“dry” or “cold”) functional tests to demonstrate that each item of Plant can safely under-take the next stage, (b);
- (b) 启动试验,应包括规定地操作试验,以证明工程或分项工程能够在所有可利用地操作条件下安全地操作.
commissioning tests, which shall include the specified operational texts to demonstrate that the Works or Section can be operated safely and as specified, under all available operating conditions; and
- (c) 试运行,应证明工程或分项工程运行可靠,符合合同要求.
trial operation, which shall demonstrate that the Works or Section perform reliably and in accordance with the Contract.

在试运行期间,当工程正在稳定条件下运行时,承包商应通知雇主,告知工程已可以做任何其他竣工试验,包括各种性能试验,以证明工程是否符合雇主要求中规定地标准和履约保证.

During trial operation, when the Works are operating under stable conditions, the Contractor shall give notice to the Employer that the Works are ready for any other Tests on Completion, including performance tests to demonstrate whether the Works conform with criteria specified in the Employer's Requirements and with the Performance Guarantees.

试运行不应构成第 10 条[雇主的接收]规定的接收.除非专用条件中另有说明,工程在试运行期间生产的任何产品应属于雇主的财产.

Trial operation shall not constitute a taking-over under Clause 10 [Employer's Taking Over]. Unless otherwise stated in the Particular Conditions, any product produced by the Works during trial operation shall be the property of the Employer.

在考虑竣工试验结果时,雇主应适当考虑到因雇主对工程的任何使用,对工程的性能或其他特性产生的影响.一旦工程或某分项工程通过了本款(a)、(b)或(c)项中的每项竣工试验,承包商应向雇主提供一份经证实的这些试验结果的报告.

In considering the results of the Tests on Completion, appropriate allowances shall be made for the effect of any use of the Works by the Employer on the performance or other characteristics of the Works. As soon as the Works, or a Section, have passed each of the Tests on Completion described in sub-paragraph (a), (b) or (c), the Contractor shall submit a certified report of the results of these Tests to the Employer.

9.2 延误的试验 / Delayed Tests

如果雇主不当地延误竣工试验,雇主可通知承包商,要求在接到通知后 21 天内进行竣工试验.承包商应在上述期限内的某日或某几日内进行竣工试验,并将该日期通知雇主.

If the Tests on Completion are being unduly delayed by the Employer, Sub-Clause 7.4 [Testing] (fifth paragraph) and/or Sub-Clause 10.3 [Interference with Tests on Completion] shall be applicable.

如果承包商未在规定的 21 天内进行竣工试验,雇主人员可自行进行这些试验.试验的风险和费用应由承包商承担.这些竣工试验应被视为是承包商在场时进行的,试验结果应认为准确,予以认可.

If the Tests on Completion are being unduly delayed by the Contractor, the Employer may by notice require the Contractor to carry out the Tests within 21 days after receiving the notice. The Contractor shall carry out the Tests on such day or days within that period as the Contractor may fix and of which he shall give notice to the Employer.

If the Contractor fails to carry out the Tests on Completion within the period of

21 days, the Employer's Personnel may proceed with the Tests at the risk and cost of the Contractor. These Tests on Completion shall then be deemed to have been carried out in the presence of the Contractor and the results of the Tests shall be accepted as accurate.

9.3 重新试验 / Retesting

如果工程或分项工程未能通过竣工试验,应适用第 7.5 款[拒收]的规定,雇主或承包商可要求按相同的条款和条件,重新进行此项未通过的试验和相关工程的竣工试验.

If the Works, or a Section, fail to pass the Tests on Completion, Sub-Clause 7.5 [Rejection] shall apply, and the Employer or the Contractor may require the failed Tests, and Tests on Completion on any related work, to be repeated under the same terms and conditions.

9.4 未能通过竣工试验 / Failure to Pass Tests on Completion

如果工程或某分项工程未能通过根据第 9.3 款[重新试验]的规定重新进行的竣工试验,雇主应有权:

If the Works, or a Section, fail to pass the Tests on Completion repeated under Sub-Clause 9.3 [Retesting], the Employer shall be entitled to:

- (a) 下令根据第 9.3 款再次重复竣工试验;
order further repetition of Tests on Completion under Sub-Clause 9.3;
- (b) 如果此项试验未通过,使雇主实质上丧失了工程或分项工程的整个利益时,拒收工程或分项工程(视情况而定),在此情况下,雇主应采取与第 11.4 款[未能修补缺陷](c)项规定的相同不久措施;或
if the failure deprives the Employer of substantially the whole benefit of the Works or Section, reject the Works or Section (as the case may be), in which event the Employer shall have the same remedies as are provided in sub-paragraph (c) of Sub-Clause 11.4 [Failure to Remedy Defects]; or
- (c) 颁发接受证书.
issue a Taking-Over Certificate.

在采用(c)项办法的情况下,承包商应继续履行合同规定的所有其他义务.但合同价格应予降低,减少的金额应足以弥补此项试验未通过的后果给雇主带来的价值损失.除非对此项试验未通过相应减少的合同价格在合同中另有说明(或规定了计算方法),雇主可以要求该减少额(i)经双方商定(仅限于满足此项试验未通过的要求),并在此项接收证书颁发前支付,或(ii)根据第 2.5 款[雇主的索赔]和第 3.5 款[确定]的规定,确定并支付.

In the event of sub-paragraph (c), the Contractor shall proceed in accordance with all other obligations under the Contract, and the Contract Price shall be reduced by such amount as shall be appropriate to cover the reduced value to the Employer as a result of this failure. Unless the relevant reduction for this failure is stated (or its method of calculation is defined) in the Contract, the Employer may require the reduction to be (i) agreed by both Parties (in full satisfaction of this failure only) and paid before this Taking-Over Certificate is issued, or (ii) determined and paid under Sub-Clause 2.5 [Employer's Claims] and Sub-Clause 3.5 [Determinations].

10. 雇主的接收 /Employer's Taking Over

10.1 工程和分项工程的接收 / Taking Over of the Works and Sections

除第 9.4 款[未能通过竣工试验]中所述情况外,当(i)除下面(a)项允许的情况以外,工程已按合同规定包括第 8.2 款[竣工时间]中提出的事项竣工,(ii)已按照本款规定颁发工程接收证书,或认为已经颁发时,雇主应接收工程。

Except as stated in Sub-Clause 9.4 [Failure to Pass Tests on Completion], the Works shall be taken over by the Employer when (i) the Works have been completed in accordance with the Contract, including the matters described in Sub-Clause 8.2 [Time for Completion] and except as allowed in sub-paragraph (a) below, and (ii) a Taking-Over Certificate for the Works has been issued, or is deemed to have been issued in accordance with this Sub-Clause.

承包商可在他认为工程将竣工并做好接收准备的日期前不少于 14 天,向雇主发出申请接收证书的通知.若工程分成若干个分项工程,承包商可类似地为每个分项工程申请接收证书。

The Contractor may apply by notice to the Employer for a Taking-Over Certificate not earlier than 14 days before the Works will, in the Contractor's opinion, be complete and ready for taking over. If the Works are divided into Sections, the Contractor may similarly apply for a Taking-Over Certificate for each Section.

雇主在收到承包商申请通知后 28 天内,应:

The Employer shall, within 28 days after receiving the Contractor's application:

- (a) 向承包商颁发接受证书,注明工程或分项工程按照合同要求竣工的日期,任何对工程或分项工程预期使用目的没有实质影响的少量收尾工作和缺陷(直到或当收尾工作和缺陷修补完成时)除外;或
issue the Taking-Over Certificate to the Contractor, stating the date on which the Works or section were completed in accordance with the Contract, except for any minor outstanding work and defects which

will not substantially affect the use of the Works or Section for their intended purpose (either until or whilst this work is completed and these defects are remedied); or

- (b) 拒绝申请,说明理由,并指出在能颁发接收证书前承包商需做的工作. 承包商应在再次根据本款发出申请通知前,完成此项工作.
- reject the application, giving reasons and specifying the work required to be done by the Contractor to enable the Taking-Over Certificate to be issued. The Contractor shall then complete this work before issuing a further notice under this Sub-Clause.

如果雇主在 28 天期限内既未颁发接收证书,又未拒绝承包商的申请,而工程或分项工程(视具体情况而定)实质上符合合同规定,接收证书应视为已在上述规定期限的最后一日颁发.

If the Employer fails either to issue the Taking-Over Certificate or to reject the Contractor's application within the period of 28 days, and if the Works or Section (as the case may be) are substantially in accordance with the Contract, the Taking-Over Certificate shall be deemed to have been issued on the last day of that period.

10.2 部分工程的接收 / Taking Over of Parts of the Works

除合同中可能说明或可能经双方同意以外,任何部分工程(分项工程以外),雇主均不得接收或使用.

Parts of the Works (other than Sections) shall not be taken over or used by the Employer, except as may be stated in the Contract or as may be agreed by both Parties.

10.3 对竣工试验的干扰 / Interference with Tests on Completion

如果由雇主应负责的原因妨碍承包商进行竣工试验达 14 天以上,承包商应尽快地进行竣工试验.

If the Contractor is prevented, for more than 14 days, from carrying out the Tests on Completion by a cause for which the Employer is responsible, the Contractor shall carry out the Tests on Completion as soon as practicable.

如果由于进行竣工试验的此项拖延,使承包商遭受延误和(或)招致增加费用,承包商应向雇主发出通知,有权根据第 20.1 款[承包商的索赔]的规定提出:

If the Contractor suffers delay and/or incurs Cost as a result of this delay in carrying out the Tests on Completion, the Contractor shall give notice to the Employer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- (a) 根据第 8.4 款[竣工时间的延长]的规定,如果竣工已或将受到延误,对任何此类延误给予延长期;
an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- (b) 对任何此类费用,加合理的利润,应加入合同价格,给予支付.
payment of any such Cost plus reasonable profit, which shall be added to the Contract Price.

雇主受到此通知后,应按照第 3.5 款[确定]的规定,对这些事项进行商定或确定.

After receiving this notice, the Employer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

11. 缺陷责任 /Defects Liability

11.1 完成扫尾工作和修补缺陷 / Completion of Outstanding Work and Remedying Defects

为了使工程、承包商文件和每个分项工程在相应缺陷通知期限期满日期或其后尽快达到合同要求(合理的损耗除外),承包商应:

In order that the Works and Contractor's Documents, and each Section ,shall be in the condition required by the Contract (fair wear and tear excepted) by the expiry date of the relevant Defects Notification Period or as soon as practicable thereafter, the Contractor shall:

- (a) 在雇主指示的合理时间内,完成接收证书注明日期时尚未完成的任何工作;
complete any work which is outstanding on the date stated in a Taking-Over Certificate, within such reasonable time as is instructed by the Employer, and
- (b) 在工程或分项工程(视情况而定)的缺陷通知期限期满日期或其以前,按照雇主可能通知的要求,完成修补缺陷或损害所需要的所有工作.
execute all work required to remedy defects or damage, as may be notified by the Employer on or before the expiry date of the Defects Notification Period for the Works or Section (as the case may be)

如果出现缺陷,或发生损害,雇主应根据情况,通知承包商.

If a defect appears or damage occurs, the Employer shall notify the Contractor accordingly.

11.2 修补缺陷的费用 / Cost of Remedying Defects

如果由于下述原因达到造成第 11.1 款[完成扫尾工作和修补缺陷](b)项中提出的所有工作的程度,其执行中的风险和费用应由承包商承担:

All work referred to in sub-paragraph (b) of Sub-Clause 11.1[Completion of Outstanding Work and Remedying Defects] shall be executed at the risk and cost of the Contractor, if and to the extent that the work is attributable to:

- (a) 工程的设计;
the design of the Works,
- (b) 生产设备、材料或工艺不符合合同要求;
Plant, Materials or workmanship not being in accordance with the Contract,
- (c) 由承包商(根据第 5.5 至 5.7 款或其他规定)负责的事项产生不当的操作或维修;或
improper operation or maintenance which was attributable to matters for which the Contractor is responsible (under Sub-Clause 5.5 to 5.7 or otherwise), or
- (d) 承包商未能遵守任何其他义务。
failure by the Contractor to comply with any other obligation.

如果由于任何其他原因达到造成此类工作的程度,雇主应根据情况通知承包商,并应适用第 13.3 款[变更程序]的规定。

If and to the extent that such work is attributable to any other cause, the Employer shall give notice to the Contractor accordingly, and Sub-Clause 13.3 [Variation Procedure] shall apply.

11.3 缺陷通知期的延长 / Extension of Defects Notification Period

如果因为某项缺陷或损害达到使工程、分属工程或某项主要生产设备(视情况而定,并在接收以后)不能按原定目的使用的程度,雇主应有权根据第 2.5 款[雇主的索赔]的规定对工程或某一分项工程的缺陷通知期限提出一个延长期。但是,缺陷通知期限的延长不得超过两年。

The Employer shall be entitled subject to Sub-Clause 2.5[Employer's Claims] to an extension of the Defects Notification Period for the Works or a Section if and to the extent that the Works, Section or a major item of Plant (as the case may be, and after taking over) cannot be used for the purposes for which they are intended by reason of a defect or damage. However, a Defects Notification Period shall not be extended by more than two years.

当生产设备和(或)材料和(或)安装,已根据第 8.8 款[暂时停工]或第 16.1 款[承包商暂停工作的权利]的规定暂停进行时,对于生产设备和(或)材料的缺陷通知期限原期满日期 2 年后发生的任何缺陷或损害,本规定的承包商各项义务应不适用。

If delivery and/or erection of Plant and/or Materials was suspended under Sub-Clause 8.8[Suspension of Work] or Sub-Clause 16.1[Contractor's Entitlement to Suspend Work], the Contractor's obligations under this Clause shall not apply to any defects or damage occurring more than two years after the Defects Notification Period for the Plant and/or Materials would otherwise have expired.

11.4 未能修补的缺陷 / Failure to Remedy Defects

如果承包商未能在合理的时间内修补任何缺陷和损害,雇主(或其代表)可确定一个日期,要求到或不迟于该日期修补好缺陷或损害,并应将该日期及时通知承包商。

If the Contractor fails to remedy any defect or damage within a reasonable time, a date may be fixed by (or on behalf of) the Employer, on or by which the defect or damages is to be remedied. The Contractor shall be given reasonable notice of this date.

如果承包商到该通知的日期仍未修补好缺陷或损害,且此项修补工作根据第 11.2 款[修补缺陷的费用]的规定应由承包商承担实施的费用,雇主可以(自行选择):

If the Contractor fail to remedy the defect or damage by this notified date and this remedial work was to be executed at the cost of the Contractor under Sub-Clause 11.2[Cost of Remedying Defects], the Employer may (at his option):

- (a) 以合理的方式由他自己或他人进行此项工作,由承包商承担费用,但承包商对此项工作将不再负责任;承包商应按照第 2.5 款[雇主的索赔]的规定,向雇主支付由雇主修补缺陷或损害而发生的合理费用;

carry out the work himself or by others, in a reasonable manner and at the Contractor's cost, but the Contractor shall have no responsibility for this work; and the Contractor shall subject to Sub-Clause 2.5 [Employer's Claims] pay to the Employer the costs reasonably incurred by the Employer in remedying the defect or damage;

- (b) 按照第 3.5 款[确定]的要求,商定或确定合同价格的合理的减少额;或
agree or determine a reasonable reduction in the Contract Price in accordance with Sub-Clause 3.5 [Determinations]; or

- (c) 如果上述缺陷或损害使雇主实质上丧失了工程或工程的任何主要部分的整个利益时, 终止整个合同, 或其有关不能按原定意图使用的该主要部分。雇主还应有权, 在不损害根据合同或其他规定所具有的任何其他权利的情况下, 收回对工程或该部分工程(视情况而定)的全部支出总额, 加上融资费用和拆除工程、清理现场、以及将生产设备和材料退还给承包商所支付的费用。

if the defect or damage deprives the Employer of substantially the whole benefit of the Works or any major part of the Works, terminate the Contract as a whole, or in respect of such major part which cannot be put to the intended use. Without prejudice to any other rights, under the Contract or otherwise, the Employer shall then be entitled to recover all sums paid for the Works or for such part (as the case may be), plus financing costs and the cost of dismantling the same, clearing the Site and returning Plant and Materials to the Contractor.

11.5 移出有缺陷的工程 / Removal of Defective Work

如果缺陷或损害在现场无法迅速修复, 承包商可经雇主同意, 将此类有缺陷或损害的各项生产设备移出现场进行修复。雇主此项同意可要求承包商按该项设备的全部重置成本, 增加履约担保的金额, 或提供其他适宜的担保。

If the defect or damage cannot be remedied expeditiously on the Site and the Employer gives consent, the Contractor may remove from the Site for the purposes of repair such items of Plant as are defective or damaged. This consent may require the Contractor to increase the amount of the Performance Security by the full replacement cost of these items, or to provide other appropriate security.

11.6 进一步试验/ Further Tests

如果任何缺陷或损害的修补, 可能对工程的性能产生影响, 雇主可要求重新进行合同提出的任何试验, 包括竣工试验和(或)竣工后试验。这一要求应在缺陷或损害修补后 28 天内发出通知提出。

If the work of remedying of any defect or damage may affect the performance of the Works, the Employer may require the repetition of any of the tests described in the Contract, including Tests on Completion and/or Tests after Completion. The requirement shall be made by notice within 28 days after the defect or damage is remedied.

这些试验, 除应根据第 11.2 款 [修补缺陷的费用] 的规定, 由对修补费用负责的一方承担试验的风险和费用外, 应按先前试验的适用条款进行。These tests shall be carried out in accordance with the terms applicable to the previous tests, except that they shall be carried out at the risk and cost of the

Party liable, under Sub-Clause 11.2 [Cost of Remedying Defect], for the cost of the remedial work.

11.7 进入权 Right of Access

在颁发履约证书前,承包商应有进入工程的所有部分,使用工程的运行和工作记录的权力.但不符合雇主的合理保安限制的情况除外.

Until the performance Certificate has been issued, the Contractor shall have the right of access to all parts of the Works and to records of the operation and performance of the Works, except as may be inconsistent with the Employer's reasonable security restrictions.

11.8 承包商调查 / Contractor to Search

如果雇主要求承包商调查任何缺陷的原因,承包商应在雇主的指导下进行调查.除非根据第 11.2 款[修改缺陷的费用]的规定应由承包商承担修补费用的情况,调查费用加合理的利润,应按照第 3.5 款[确定的要求商定或确定,并加入合同价格.

The Contractor shall, if required by the Employer, search for the cause of any defect, under the direction of the Employer. Unless the defect is to be remedied at the cost of the Contractor under Sub-Clause 11.2 [Cost of Remedying Defects], the Cost of the search plus reasonable profit shall be agreed or determined in accordance with Sub-Clause 3.5 [Determinations] and shall be added to the Contract Price.

11.9 履约证书 / Performance Certificate

直到雇主向承包商颁发履约证书,注明承包商完成合同规定的各项义务的日期后,才应认为承包商的义务已经完成.

Performance of the Contractor's obligations shall not be considered to have been completed until the Employer has issued the Performance Certificate to the Contractor, stating the date on which the Contractor completed his obligations under the Contract.

履约证书应由雇主在最后一个缺陷通知期限期满后 28 天内颁发,或在承包商提供所有承包商文件、完成了所有工程的施工和试验,包括修补任何缺陷后立即颁发.如果雇主未能按此要求颁发履约证书:

The Employer shall issue the Performance Certificate within 28 days after the latest of the expiry dates of the Defects Notification Periods, or as soon thereafter as the Contractor has supplied all the Contractor's Documents and completed and tested all the Works, including remedying any defects. If the Employer fails to issue the Performance Certificate accordingly:

(a) 应认为履约证书已经在本款要求的应颁发日期后 28 天的日期颁发;
the Performance Certificate shall be deemed to have been issued on the date 28 days after the date on which it should have been issued, as required by this Sub-Clause, and

(b) 第 11.11 款[现场清理]和第 14.14 款[雇主责任的中止](a)项的规定应不适用.

Sub-Clause 11.11 [Clearance of Site] and sub-paragraph (a) of Sub-Clause 14.14 [Cessation of Employer's Liability] shall be inapplicable.

只有履约证书应被视为构成对工程的认可.

Only the Performance Certificate shall be deemed to constitute acceptance of the Works.

11.10 未履行的义务 / Unfulfilled Obligations

颁发履约证书后,每一方仍应负责完成当时尚未履行的任何义务.为了确定这些未完义务的性质和范围,合同应被视为仍然有效.

After the Performance Certificate has been issued, each Party shall remain liable for the fulfillment of any obligation which remains unperformed at that time. For the purposes of determining the nature and extent of unperformed obligations, the Contract shall be deemed to remain in force.

11.11 现场清理 / Clearance of Site

在收到履约证书时,承包商应从现场撤走任何剩余的承包商设备、多余材料、残余物、垃圾和临时工程等.

Upon receiving the Performance Certificate, the Contractor shall remove any remaining Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works from the Site.

如果所有这些物品,在雇主颁发履约证书后 28 天内,尚未被运走,雇主可出售或另行处理任何这些剩余物品.雇主应有权收回有关或由于此类出售或处理、以及恢复现场所发生的费用.

If all these items have not been removed within 28 days after the Employer issues the Performance Certificate, the Employer may sell or otherwise dispose of any remaining items. The Employer shall be entitled to be paid the costs incurred in connection with, or attributable to, such sale or disposal and restoring the Site.

此类出售的任何余款应付给承包商.如果出售收入少于雇主的费用,承包商应将差额付给雇主.

Any balance of the moneys from the sale shall be paid to the Contractor. If these moneys are less than the Employer's costs, the Contractor shall pay the outstanding balance to the Employer.

12. 竣工后试验 / Tests after Completion

12.1 竣工后试验的程序 / Procedure for Tests after Completion

如果合同规定了竣工后试验,除非专用条件中另有说明,应适用本条规定:
If Tests after Completion are specified in the Contract, this Clause shall apply.
Unless otherwise stated in the Particular Conditions:

- (a) 雇主应提供全部电力、燃料和材料,并安排动用雇主人员和生产设备;
the Employer shall provide all electricity, fuel and materials, and make the Employer's Personnel and Plant available;
- (b) 承包商应提供有效进行竣工后试验所需要的所有其他设备、装备、以及有适当资质和经验的人员;
the Contractor shall provide any other plant, equipment and suitably qualified and experienced staff, as are necessary to carry out the Tests after Completion efficiently; and
- (c) 承包商应在任一方可能合理要求的雇主和(或)承包商的有关人员的参加下,进行竣工后试验.
the Contractor shall carry out the Tests after Completion in the presence of such Employer's and/or Contractor's Personnel as either Party may reasonably request.

竣工后试验应在工程或分项工程被雇主接收后的合理可行的时间内尽快进行.雇主应提前 21 天将开始进行竣工后试验的日期通知承包商.除非另有商定,这些试验应在该日期后的 14 天内,在雇主确定的某日或某几日进行.

The tests after Completion shall be carried out as soon as is reasonably practicable after the Works or Section have been taken over by the Employer. The Employer shall give to the Contractor 21 days' notice of the date after which the Tests after Completion will be carried out. Unless otherwise agreed, these Tests shall be carried out within 14 days after this date, on the day or days determined by the Employer.

竣工后试验的结果应由承包商负责整理和评价,并编写一份详细报告.对雇主提前使用工程的影响应予以适当考虑.

The results of the Tests after Completion shall be compiled and evaluated by

the Contractor, who shall prepare a detailed report. Appropriate account shall be taken of the effect of the Employer's prior use of the Works.

12.2 延误的试验 / Delayed Tests

如果由于雇主对竣工后试验的无故延误,致使承包商增加费用,承包商应:(i)向雇主发出通知,(ii)有权根据第 20.1 款[承包商的索赔]的规定提出第任何此类费用和合理利润应加入合同价格,给予支付。

If the Contractor incurs Cost as a results of any unreasonable delay by the Employer to the Tests after Completion, the Contractor shall (i) give notice to the Employer and (ii) be entitled subject to Sub-Clause 20.1[Contractor's Claims] to payment of any such Cost plus reasonable profit, which shall be added to the Contract Price.

雇主收到通知后,应按照第 3.5 款[确定]的要求商定或确定此项费用和利润。
After receiving this notice, the Employer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine this Cost and profit.

如果工程或任何分项工程的竣工后试验,未能在缺陷通知期限(或双方商定的任何其他期限)内完成,且原因不在承包商方面,工程或分项工程应被视为已通过了竣工后试验。

If, for reasons not attributable to the Contractor, a Test after Completion on the Works or any Section cannot be completed during the Defects Notification Period (or any other period agreed upon by both Parties), then the Works or Section shall be deemed to have passed this Test after Completion.

12.3 重新试验 / Retesting

如果工程或某分项工程未能通过竣工后试验:

If the Works, or a Section, fail to pass the Tests after Completion:

- (a) 应适用第 11.1 款[完成扫尾工作和修补缺陷](b)项;
sub-paragraph (b) of Sub-Clause 11.1 [Completion of Outstanding Work and Remedying of Defects] shall apply, and
- (b) 任一方即可要求按相同条款和条件重新进行此项未通过的试验和任何相关工程的竣工后试验。
either Party may then require the failed Tests, and the Tests after Completion on any related work, to be repeated under the same terms and conditions.

如果此项未通过试验和重新试验是由第 11.2 款[修补缺陷的费用](a)至(d)项所列任何事项造成的,达到致使雇主增加费用的程度,承包商应根据第

2.5 款[雇主的索赔]的规定项雇主支付这些费用.

If and to the extent that this failure and retesting are attributable to any of the matters listed in sub-paragraphs (a) to (d) of Sub-Clause 11.2 [Cost of Remedying Defects] and cause the Employer to incur additional costs, the Contractor shall subject to Sub-Clause 2.5 [Employer's Claims] pay these costs to Employer.

12.4 未能通过的竣工后试验 / Failure to Pass Tests after Completion

如果下列条件成立,即:

If the following conditions apply, namely:

- (a) 工程或某分项工程未能通过任何或全部竣工后试验;
the Works, or a Section, fail to pass any or all of the Tests after Completion,
- (b) 合同中已说明对此项未通过试验可作为未履约损害赔偿费支付的相应金额(或其计算方法已规定);
the relevant sum payable as non-performance damages for this failure is stated (or its method of calculation is defined) in the Contract, and
- (c) 承包商已在缺陷通知期限内项雇主支付了此项相应金额;
the Contractor pays this relevant sum to the Employer during the Defects Notification Period,

则该工程或分项工程应被视为已通过了这些竣工后试验.

then the Works or Section shall be deemed to have passed these Tests after Completion.

如果工程或分项工程未通过某项竣工后试验,而承包商建议对工程或该分项工程进行调整或修改,雇主(或其代表)可指示承包商,到雇主方便时才能给予工程或分项工程的进入权.此时,承包商应在等待雇主(或其代表)关于雇主方便时间的通知的合理期限内,对进行调整或修正、并履行该项试验继续负责.但如果承包商在相关缺陷期限内未收到此项通知,承包商应解除上述义务,而工程或分项工程(视情况而定)应视为通过了该项竣工后试验.

If the Works, or a Section, fail to pass a Test after Completion and the Contractor proposes to make adjustments or modifications to the Works or such Section, the Contractor may be instructed by (or on behalf of) the Employer that right of access to the Works or Section cannot be given until a time that is convenient to the Employer. The Contractor shall then remain liable to carry out the adjustments or modifications and to satisfy this Test, within a reasonable period of receiving notice by (or on behalf of) the Employer of the time that is convenient to the Employer. However, if the

Contractor does not receive this notice during the relevant Defects Notification Period, the Contractor shall be received of this obligation and the Works or Section (as the case may be) shall be deemed to have passed this Test after Completion.

如果对承包商为调查未通过某项竣工后试验的原因,或为进行任何调整或修正,要进入工程或生产设备,雇主无故延误给予许可,招致承包商增加费用,承包商应:(i)向雇主发出通知,且(ii)有权根据第 20.1 款[承包商的索赔]的规定提出将任何此类费用和合理利润加入合同价格,给予支付。

If the Contractor incurs additional Cost as a result of any unreasonable delay by the Employer in permitting access to the Works or Plant by the Contractor, either to investigate the causes of a failure to pass a Test after Completion or to carry out any adjustments or modifications, the Contractor shall (i) give notice to the Employer and (ii) be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to payment of any such Cost plus reasonable profit, which shall be added to Contract Price.

雇主收到此通知后,应按照第 3.5 款[确定]的要求,对此项费用和利润进行商定。

After receiving this notice, the Employer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine this Cost and profit.

13. 变更和调整 / Variations and Adjustments

13.1 变更权 / Right to Vary

在颁发工程接收证书前的任何时间,雇主可通过发布指示或要求承包商提交建议书的方式,提出变更.变更不应包括准备交他人进行的任何工作的删减。

Variations may be initiated by the Employer at any time prior to issuing the Taking-Over Certificate for the Works, either by an instruction or by a request for the Contractor to submit a proposal. A Variation shall not comprise the omission of any work which is to be carried out by others.

承包商应遵守并执行每项变更.除非承包商及时向雇主发出通知,说明(附详细根据):(i)承包商难以取得所需要的货物;(ii)变更将降低工程的安全性或适用性;或(iii)将对履约保证的完成产生不利的影响.雇主接到此类通知后,应取消、确认、或改变原指示。

The Contractor shall execute and be bound by each Variation, unless the Contractor promptly gives notice to the Employer stating (with supporting particulars) that (i) the Contractor cannot readily obtain the Goods required for the variation,(ii) it will reduce the safety or suitability of the Works, or (iii) it will have an adverse impact on the achievement of Performance Guarantees.

Upon receiving this notice, the Employer shall cancel, confirm or vary the instruction.

13.2 价值工程 / Value Engineering

承包商可随时向雇主提交书面建议,提出(他认为)采纳后将:(i)加快竣工,(ii)降低雇主的工程施工、维护、或运行的费用,(iii)提高雇主的竣工工程的效率或价值,或(iv)给雇主带来其他利益的建议.

The Contractor may, at any time, submit to the Employer a written proposal which (in the Contractor's opinion) will, if adopted, (i) accelerate completion, (ii) reduce the cost to the Employer of executing, maintaining or operating the Works, (iii) improve the efficiency or value to the Employer of the completed Works, or (iv) otherwise be of benefit to the Employer.

此类建议书应由承包商自费编制,并应包括的第 13.3 款[变更程序]所列内容.

The proposal shall be prepared at the cost of the Contractor and shall include the items listed in Sub-Clause 13.3 [Variation Procedure].

13.3 变更程序 / Variation Procedure

如果雇主在发出变更指示前要求承包商提出一份建议书,承包商应尽快做出书面回应,或提出他不能照办的理由(如果情况如此),或提交:

If the Employer requests a proposal, prior to instructing a Variation, the Contractor shall respond in writing as soon as practicable, either by giving reasons why he cannot comply (if this is the case) or by submitting:

- (a) 对建议的设计和(或)要完成的工作的说明,以及实施的进度计划;
a description of the proposed design and/or work to be performed and a programme for its execution,
- (b) 根据的 8.3 款[进度计划]和竣工时间的要求,承包商对进度计划做出必要修改的建议书;
the Contractor's proposal for any necessary modifications to the programme according to Sub-Clause 8.3 [Programme] and to the Time for Completion, and
- (c) 承包商对调整合同价格的建议书.
the Contractor's proposal for adjustment to the Contract Price.

雇主收到此类(根据的 13.2 款[价值工程]的规定或其他规定)提出的建议书后,应尽快给予批准、不批准、或提出意见的回复.在等待答复期间,承包商不应延误任何工作.

The Employer shall, as soon as practicable after receiving such proposal (under Sub-Clause 13.2 [Value Engineering] or otherwise), respond with approval, disapproval or comments. The Contractor shall not delay any work whilst awaiting a response.

应由雇主向承包商发出执行每项变更并附做好各项费用记录的任何要求的指示,承包商应确认收到该指示.

Each instruction to execute a Variation to execute a Variation, with any requirements for the recording of Costs, shall be issued by the Employer to the Contractor, who shall acknowledge receipt.

为指示或批准一项变更,雇主应按照的 3.5 款[确定]的要求,商定或确定对合同价格和付款计划表的调整.这些调整应包括合理的利润,如果适用,并应考虑承包商根据第 13.2 款[价值工程]提交的建议.

Upon instructing or approving a Variation, the Employer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine adjustments to the Contract Price and the Schedule of Payments. These adjustments shall include reasonable profit, and shall take account of the Contractor's submissions under Sub-Clause 13.2 [Value Engineering] if applicable.

13.4 以适用货币支付 / Payment in Applicable Currencies

如果合同规定合同价格以一种以上货币支付,在上述商定、批准或确定调整时,应规定以每种适用货币支付的款额.为此,应参考变更后工作费用的实际或预期的货币比例,与规定的合同价格支付中的各种货币比例.

If the Contract provides for payment of the Contract Price in more than one currency, then whenever an adjustment is agreed, approved or determined as stated above, the amount payable in each of the applicable currencies shall be specified. For this purpose, reference shall be made to the actual or expected currency proportions of the Cost of the varied work, and to the proportions of various currencies specified for payment of the Contract Price.

13.5 暂列金额 / Provisional Sums

每笔暂列金额只应按雇主指示全部或部分地使用,并对合同价格相应进行调整.付给承包商的总金额只应包括雇主已指示的,与暂列金额有关的工作、供货或服务的应付款项.对于每笔暂列金额,雇主可以指示用于下列支付:

Each Provisional Sum shall only be used, in whole or in part, in accordance with the Employer's instructions, and the Contract Price shall be adjusted accordingly. The total sum paid to the Contractor shall include only such amounts, for the work, supplies or services to which the Provisional Sum

relates, as the Employer shall have instructed. For each provisional Sum, the Employer may instruct:

- (a) 根据第 13.3 款[变更程序]的规定进行估价的、要由承包商实施的工作(包括要提供的生产设备、材料、或服务);和(或)
work to be executed (including Plant, Materials or services to be supplied) by the Contractor and valued under Sub-Clause 13.3 [Variation Procedure]; and/or
- (b) 应加入扣除原列暂列金额后的合同价格的,要由承包商购买的生产设备、材料或服务的下列费用:
Plant, Materials or services to be purchased by the Contractor, for which there shall be added to the Contract Price less the original Provisional Sums:
 - (i) 承包商已付(或应付)的实际金额,以及
the actual amounts paid (or due to be paid) by the Contractor, and
 - (ii) 以合同规定的有关百分率(如果有)计算的,这些实际金额的一个百分比,作为管理费和利润的金额.
a sum for overhead charges and profit, calculated as a percentage of these actual amounts by applying the relevant percentage rate (if any) stated in the Contract.

当雇主要求时,承包商应出示报价单、发票、凭证、以及帐单或收据等证明.

The Contractor shall, when required by the Employer, produce quotations, invoices, vouchers and accounts or receipts in substantiation.

13.6 计日工作 / Daywork

对于一些小的或附带性的工作,雇主可指示按计日工作实施变更.这时,工作应按照包括在合同中的计日工作计划表,并按下述程序进行估价.如果合同中未包括计日工作计划表,则本款不适用.

For work of a minor or incidental nature, the employer may instruct that a Variation shall be executed on a daywork basis. The work shall then be valued in accordance with the daywork schedule included in the Contract, and the following procedure shall apply. If a daywork schedule is not included in the Contract, this Sub-Clause shall not apply.

在为工作订购货物前,承包商应向雇主提交报价单.当申请支付时,承包商应提交任何货物的发票、凭证、以及帐单或收据.

Before ordering Goods for the work, the Contractor shall submit quotations to the Employer. When applying for payment, the contractor shall submit invoices, vouchers and accounts or receipts for any Goods.

除计日工作计划表中规定不应支付的任何项目外,承包商应向雇主提交每日的精确报表,一式二份,报表应包括前一日工作中使用的各项资源的详细资料:

Except for any items for which the daywork schedule specifies that payment is not due, the Contractor shall deliver each day to the Employer accurate statements in duplicate which shall include the following details of the resources used in executing the previous day's work:

- (a) 承包商人员的姓名、职业和使用时间;
the names, occupations and time of Contractor's Personnel,
- (b) 承包商设备和临时工程的标识、型号和使用时间;
the identification, type and time of Contractor's Equipment and Temporary Works, and
- (c) 所用的生产设备和材料的数量和型号.
the quantities and types of Plant and Materials used.

报表如果正确或经同意,将由雇主签署并退回承包商 1 份.承包商应在经它们列入其后根据的 14.3 款[期中支付的申请的规定提交的报表前,先向雇主提交关于这些资源的估价报表.

One copy of each statement will, if correct, or when agreed, be signed by the Employer and returned to the Contractor. The Contractor shall then submit priced statements of these resources to the Employer, prior to their inclusion in the next Statement under Sub-Clause 14.3 [Application for Interim Payments].

13.7 因法律改变的调整 / Adjustments for Changes in Legislation

当基准日期后,工程所在国的法律有改变(包括施用新的法律,废除或修改现有法律),或对此类法律的司法或政府解释有改变,对承包商履行合同规定的义务产生影响时,合同价格应考虑由上述改变造成的任何费用增减,进行调整.

The Contract Price shall be adjusted to take account of any increase or decrease in Cost resulting from a change in the Laws of the Country (including the introduction of new Laws and the repeal or modification of existing Laws) or in the judicial or official governmental interpretation of such Laws, made after the Base Date, which affect the Contractor in the performance of obligations under the Contract.

如果由于这些基准日期后做出的法律或此类解释的改变,使承包商已(或将)遭受延误和(或)已(或将)招致增加费用,承包商应向雇主发出通知,并应有权根据第 20.1 款[承包商的索赔]的规定提出:

If the Contractor suffers (or will suffer) delay and/or incurs (or will incur) additional Cost as a result of these changes in the Laws or in such interpretations, made after the Base Date, the Contractor shall give notice to the Employer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- (a) 根据第 8.4 款[竣工时间的延长]的规定,如果竣工已(或)将受到延误,对任何此类延误给予延长期;
an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- (b) 任何此类费用应加入合同价格,给予支付.
payment of any such Cost, which shall be added to the Contract Price.

雇主收到此类通知后,应按照第 3.5 款[确定]的要求,对这些事项进行商定或确定.

After receiving this notice, the Employer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

13.8 因成本改变的调整 / Adjustments for Changes in Cost

当合同价格要根据劳动力、货物、以及工程的其他投入的成本的升降进行调整时,应按照专用条件的规定进行计算.

If the Contract Price is to be adjusted for rises or falls in the cost of labour, Goods and other inputs to the Works, the adjustments shall be calculated in accordance with the provisions in the Particular Conditions.

14. 合同价格和付款 / Contract price and Payment

14.1 合同价格 / The Contract Price

除非在专用条件中另有规定:

Unless otherwise stated in the particular Conditions:

- (a) 工程款的支付应以合同价格为基础,按照合同规定进行调整;
payment for the Works shall be made on the basis of the lump sum Contract Price, subject to adjustments in accordance with the Contract; and

- (b) 承包商应支付根据合同要求应由其支付的各项税费.除第 13.7 款[因法律改变的调整]说明的情况外,合同价格不应因任何这些税费进行调整.

the Contractor shall pay all taxes, duties and fees required to be paid by him under the Contract, and the Contract Price shall not be adjusted for any of these costs, except as stated in Sub-Clause 13.7 [Adjustments for Changes in Legislation].

14.2 预付款 / Advance payment

当承包商按照本款,包括专用条件中提出的详细要求,提交一份保函后,雇主应支付一笔预付款作为用于动员和设计的无息贷款.如果专用条件没有说明:

The Employer shall make an advance payment, as an interest-free loan for mobilization and design, when the Contractor submits a guarantee in accordance with this Sub-Clause including the details stated in the Particular Conditions. If the Particular Conditions does not state:

- (a) 预付款的数量,则本款应不适用;
the amount of the advance payment, then this Sub-Clause shall not apply;
- (b) 分期付款的期数和时间安排,则只应有一次;
the number and timing of installments, then there shall be only one;
- (c) 预付款的适用货币及比例,则应按合同价格支付的货币比例支付;和(或)
the applicable currencies and proportions, then shall be those in which the Contract Price is payable; and/or
- (d) 预付款分期摊还比率,则应按预付款总额除以减去暂列金额的合同协议书中规定的合同价格得出的比率进行计算.
the amortization rate for repayments, then it shall be calculated by dividing the total amount of the advance payment by the Contract Price stated in the Contract Agreement less Provisional Sums.

雇主在收到(i)(根据第 14.3 款[期中付款的申请]的规定提交的)报表,(ii)按照第 4.2 款[履约担保]的规定,递交的履约担保,和(iii)由雇主批准的国家(或其他司法管辖区)的实体按专用条件所附格式或雇主批准的其他格式签发的,金额与币种等同于预付款的保函后,应支付首次分期付款.除非并直到雇主收到此保函,本款应不适用.

The Employer shall pay the first installment after receiving (i) a Statement (under Sub-Clause 14.3 [Application for Interim Payments]), (ii) the

Performance Security in accordance with Sub-Clause 4.2 [Performance Security], and (iii) a guarantee in amounts and currencies equal to the advance payment . This guarantee shall be issued by an entity and from within a country (or other jurisdiction) approved by the Employer, and shall be in the form annexed to the Particular Conditions or in another form approved by the Employer. Unless and until the Employer receives this guarantee, this Sub-Clause shall not apply.

在还清预付款前,承包商应确保该保函一直有效并可执行;但其总额可根据承包商付还的金额逐渐减少.如果该保函条款中规定了期满日期,而在期满日期前 28 天预付款尚未还清时,承包商应将该保函有效期延至预付款还清为止.

The Contractor shall ensure that the guarantee is valid and enforceable until the advance payment has been repaid, but its amount may be progressively reduced by the amount repaid by the Contractor. If the terms of the guarantee specify its expiry date, and the advance payment has not been repaid by the date 28 days prior to the expiry date, the Contractor shall extend the validity of the guarantee until the advance payment has been repaid.

预付款应通过在期中付款中按比例减少的方式付还.扣减应按照专用条件中规定的分期摊还比率(或,如无此规定,则如上述(d)项中所述比率)计算,该比率应用于其他应付款项(不包括预付款、减少额和保留金的付还),直到预付款还清为止.

The advance payment shall be repaid through proportional deductions in interim payments. Deductions shall be made at the amortization rate stated in the Particular Conditions (or, if not so stated, as stated in sub-paragraph (d) above), which shall be applied to the amount otherwise due (excluding the advance payment and deductions and repayments of retention), until such time as the advance payment has been repaid.

如果在颁发工程移交证书前,或根据第 15 条[由雇主终止]、第 16 条[由承包商暂停和终止]、或第 19 条[不可抗力](视情况而定)的规定终止前,预付款尚未还清,则全部余额应立即成为承包商对雇主的到期应付款.

If the advance payment has not been repaid prior to the issue of the Taking-Over Certificate for the Works or prior to termination under Clause 15 [Termination by Employer], Clause 16 [Suspension and Termination by Contractor] or Clause 19 [Force Majeure] (as the case may be), the whole of the balance then outstanding shall immediately become due and payable by the Contractor to the Employer.

14.3 期中付款的申请 / Application for Interim Payments.

承包商应在合同规定的支付期限末(如无规定,则在每月月末)后,按雇主批

准的格式,向雇主提交一式六份报表,详细说明承包商自己认为有权得到的款额,以及包括按第 4.21 款[进度报告]的规定编制的相关进度报告在内的证明文件。

The Contractor shall submit a Statement in six copies to the Employer after the end of the period of payment stated in the Contract (if not stated, after the end of each month), in a form approved by the Employer, showing in detail the amounts to which the Contractor considers himself to be entitled, together with supporting documents which shall include the relevant report on progress in accordance with Sub-Clause 4.21 [Progress Reports].

适用时,该报表应包括下列项目,以合同价格应付的各种货币表示,并按下列顺序排列:

The Statement shall include the following items, as applicable, which shall be expressed in the various currencies in which the Contract Price is payable, in the sequence listed:

- (a) 截至月末已实施的工程和已提出的承包商文件的估算合同价值(包括各项变更,但不包括以下(b)至(f)项所列项目);
the estimated contract value of the Works executed and the Contractor's Documents produced up to the end of the month (including Variations but excluding items described in sub-paragraphs (b) to (f) below);
- (b) 按照第 13.7 款[因法律改变的调整]和第 13.8 款[因成本改变的调整]的规定,由于法律改变和成本改变,应增减的任何款额;
any amounts to be added and deducted for changes in legislation and changes in cost, in accordance with Sub-Clause 13.7 [Adjustments for Changes in Legislation] and Sub-Clause 13.8 [Adjustments for Changes in Cost];
- (c) 至雇主提取的保留金额达到专用条件中规定的保留金限额(如果有)前,用专用条件中规定的保留金百分比计算的,对上述款项总额应减少的任何保留金额;
any amount to be deducted for retention, calculated by applying the percentage of retention stated in the Particular Conditions to the total of the above amounts, until the amount so retained by the Employer reaches the limit of Retention Money (if any) stated in the Particular Conditions;
- (d) 按照第 14.2 款[预付款]的规定,因预付款的支付和付还应增加和减少的任何款额;
any amounts to be added and deducted for the advance payment and repayments in accordance with Sub-Clause 14.2 [Advance Payment];

- (e) 根据合同、或包括根据第 20 条[索赔、争端和仲裁]等其他规定,应付的任何其他增加额或减少额;
any other additions or deductions which may have become due under the Contract or otherwise, including those under Clause 20 [Claims, Disputes and Arbitration]; and
- (f) 在先前报表中包括的减少额.
the deduction of amounts included in previous Statements.

14.4 付款价格表 / Schedule of Payments

如果合同包括对合同价格的支付规定了分期支付付款计划表,除非改表中另有规定,否则:

If the Contract includes a Schedule of Payments specifying the installments in which the Contract Price will be paid, then unless otherwise stated in this Schedule:

- (a) 该付款计划表所列分期付款额,应是为了应对第 14.3 款[期中付款的申请]中(a)项,并依照第 14.5 款[拟用于工程的生产设备和材料]的规定估算的合同价值;
the installments quoted in the Schedule of Payments shall be the estimated contract values for the purposes of sub-paragraph (a) of Sub-Clause 14.3 [Application for Interim Payments], subject to Sub-Clause 14.5 [Plant and Materials intended for the Works]; and
- (b) 如果分期付款额不是参照工程实施达到的实际进度确定,且发现实际进度比付款计划表依据的进度落后时,雇主可按照第 3.5 款[确定]的要求进行商定或确定,修改该分期付款额.这种修改应考虑实际进度落后于该分期付款额原依据的进度的程度.
if these installments are not defined by reference to the actual progress achieved in executing the Works, and if actual progress is found to be less than that on which the Schedule of Payments was based, then the Employer may proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine revised installments, which shall take account of the extent to which progress is less than that on which the installments were previously based.

如果合同未包括付款计划表,承包商应在每三个月期间,提交他预计应付的无约束性估算付款额.每一次估算应在开工日期后 42 天内提交.直到颁发工程接收证书前,每三个月间隔应提交修正的估算.

If the Contract does not include a Schedule of Payments, the contractor shall submit non-binding estimates of the payments which he expects to become due during each quarterly period. The first estimate shall be submitted within

42 days after the Commencement Date. Revised estimates shall be submitted at quarterly intervals, until the Taking-Over Certificate has been issued for the Works.

14.5 拟用于工程的生产设备和材料 / Plant and Materials intended for the Works

如果根据合同规定,承包商有权获得尚未运到现场的生产设备和材料的期中付款,承包商必须具备下列条件才有权得到:

If the Contractor is entitled, under the Contract, to an interim payment for Plant and Materials which are not yet on the Site, the Contractor shall nevertheless not be entitled to such payment unless:

- (a) 相关生产设备和材料在工程所在国,并已按雇主的指示,标明是雇主的财产;或

the relevant Plant and Materials are in the Country and have been marked as the Employer's property in accordance with the Employer's instructions; or

- (b) 承包商已向雇主提交保险的证据和经雇主批准的实体按批准的格式签发的、数额和币种与该项付款相同的银行保函.该保函可以用与第 14.2 款[预付款]中提到的格式相似的格式,并应做到在生产设备和材料已在现场妥善储存并做好防止损失、损害或变质的保护以前一直有效.

the Contractor has delivered, to the Employer, evidence of insurance and a bank guarantee in a form and issued by an entity approved by the Employer in amounts and currencies equal to such payment. This guarantee may be in a similar form to the form referred to in Sub-Clause 14.2 [Advance Payment] and shall be valid until the Plant and Materials are properly stored on Site and protected against loss, damage or deterioration.

14.6 期中付款 / Interim Payments

在雇主收到并认可履约担保前,不办理付款.其后,雇主应在收到有关报表和证明文件后 28 天内,向承包商发出关于报表中雇主不同意的任何项目的通知,并附细节说明.除下列情况外,对应付款项不应予以扣发:

No amount will be paid until the Employer has received and approved the Performance Security. Thereafter, the Employer shall within 28 days after receiving a Statement and supporting documents, give to the Contractor notice of any items in the Statement with which the Employer disagrees, with supporting particulars. Payments due shall not be withheld, except that:

- (a) 如果承包商任何供应的物品或完成的工作不符合合同要求,在修正

或更换完成前,可以扣发该修正或更换所需费用;和(或)

if anything supplied or work done by the Contractor is not in accordance with the Contract, the cost of rectification or replacement may be withheld until rectification or replacement has been completed; and/or

- (b) 如果承包商未能按照合同要求履行任何工作或义务,且雇主已曾为此发出通知时,可以在该项工作或义务完成前,扣发该工作或义务的价值.

if the Contractor was or is failing to perform any work or obligation in accordance with the Contract, and had been so notified by the Employer, the value of this work or obligation may be withheld until the work or obligation has been performed.

雇主可以在任一次付款时,对以前曾被认为应付的任何款额做出应有的任何改正或修正.付款不应被认为,表明雇主的接受、批准、同意或满意.

The Employer may, by any payment, make any correction or modification that should properly be made to any amount previously considered due. Payment shall not be deemed to indicate the Employer's acceptance, approval, consent or satisfaction.

14.7 付款的时间安排 / Timing of Payments

除第 2.5 款[雇主的索赔]另有规定以外,雇主应在以下时间向承包商支付:

Except as otherwise stated in Sub-Clause 2.5 [Employer's Claims], the Employer shall pay to the Contractor:

- (a) 在合同开始实施和生效日期后 42 天,或雇主收到按照第 4.2 款[履约担保]和第 14.2 款[预付款]的规定提出的文件后 21 天,二者中较晚的日期内支付首期预付款;

the first installment of the advance payment within 42 days after the date on which the Contract came into full force and effect or within 21 days after the Employer receives the documents in accordance with Sub-Clause 14.2 [Advance Payment], whichever is later;

- (b) 在收到有关报表和证明文件后 56 天内,最终报表除外,支付每期报表的应付款额;

the amount which is due in respect of each Statement, other than the Final Statement, within 56 days after receiving the Statement and supporting documents; and

- (c) 在收到按照第 14.11 款[最终付款的申请]和第 14.12 款[结清证明]的规定提出的最终报表和书面结清证明 42 天内,支付应付的最终款

额.

the final amount due, within 42 days after receiving the Final Statement and written discharge in accordance with Sub-Clause 14.11 [Application for Final Payment] and Sub-Clause 14.12 [Discharge].

每种货币的应付款额应汇入位于合同(为此货币)指定的付款国境内承包商指定的银行账户.

Payment of the amount due in each currency shall be made into the bank account nominated by the Contractor, in the payment country (for this currency) specified in the Contract.

14.8 延误的付款 / Delayed Payment

如果承包商没有在按照第 14.7 款[付款的时间安排]规定的时间收到付款,承包商应有权就未付款按月计算复利,收取延误期的融资费用.

If the Contractor does not receive payment in accordance with Sub-Clause 14.7 [Timing of Payments], the Contractor shall be entitled to receive financing charges compounded monthly on the amount unpaid during the period of delay.

除非专用条件中另有规定,上述融资费用应以高出付款货币所在国中央银行的贴现率三个百分点的年利率进行计算,并应用同种货币支付.

Unless otherwise stated in the Particular Conditions, these financing charges shall be calculated at the annual rate of three percentage points above the discount rate of the central bank in the country of the currency of payment, and shall be paid in such currency.

承包商应有权得到上述付款,无需正式通知,且不损害他的任何其他权利或对其补偿.

The Contractor shall be entitled to this payment without formal notice, and without prejudice to any other right or remedy.

14.9 保留金支付 / Payment of Retention Money

当已颁发工程接收证书,且工程已通过所有规定的试验(包括竣工后试验,如果有)时,应将保留金的前一半付给承包商.如果对某分项工程颁发了接收证书,当该分项工程通过了所有试验时,应付给保留金前一半的相关百分比部分.

When the Taking-Over Certificate has been issued for the Works, and the Works have passed all specified tests (including the Tests after Completion, if any), the first half of the Retention Money shall be paid to the Contractor. If a Taking-Over Certificate is issued for a Section, the relevant percentage of the first half of the Retention Money shall be paid when the Section passes all

tests.

在各缺陷通知期限的最末一个期满日期后,应立即将保留金未付的余额付给承包商.如对某分项工程颁发了接收证书,在该分项工程缺陷通知期限期满日期后,应立即付给保留金后一半的相关百分比部分.

Promptly after the latest of the expiry dates of the Defects Notification Periods, the outstanding balance of the Retention Money shall be paid to the Contractor. If a Taking-Over Certificate was issued for a Section, the relevant percentage of the second half of the Retention Money shall be paid promptly after the expiry date of the Defects Notification Period for the Section.

但如果根据第 11 条[缺陷责任]或第 12 条[竣工后试验]的规定,还有任何工作要做,雇主应有权在该项工作完成前,扣发完成该工作的估算费用.

However, if any work remains to be executed under Clause 11 [Defects Liability] or Clause 12 [Tests after Completion], the Employer shall be entitled to withhold the estimated cost of this work until it has been executed.

每个分项工程的相关百分比应是合同中规定的该分项工程的价值百分比.如果合同中没有规定该分项工程的价格百分比,则不应根据本款对有关分项工程的保留金任何一半按百分比放还.

The relevant percentage for each Section shall be the percentage value of the Section as stated in the Contract. If the percentage value of a Section is not stated in the Contract, no percentage of either half of the Retention Money shall be released under this Sub-Clause in respect of such Section.

14.10 施工报表 / Statement at Completion

在收到工程接收证书后 84 天内,承包商应按照第 14.3 款[期中付款的申请]的要求,向雇主递交竣工报表并附证明文件,一式六份,列出:

Within 84 days after receiving the Taking-Over Certificate for the Works, the Contractor shall submit to the Employer six copies of a Statement at completion with supporting documents, in accordance with Sub-Clause 14.3 [Application for Interim Payments], showing:

- (a) 截至工程接收证书载明的日期,按合同要求完成的所有工作的价值;
the value of all work done in accordance with the Contract up to the date stated in the Taking-Over Certificate for the Works,
- (b) 承包商认为应付的任何其他款项;
any further sums which the Contractor considers to be due, and
- (c) 承包商认为根据合同规定将应付给他的任何其他款项的估计款额.
估计款额载竣工报表中应单独列出.

an estimate of any other amounts which the Contractor considers will become due to him under the Contract. Estimated amounts shall be shown separately in this Statement at completion.

此时雇主应按照第 14.6 款[期中付款]的规定核发支付证书,并按照第 14.7 款[付款的时间安排]的规定支付.

The Employer shall then give notice to the Contractor in accordance with Sub-Clause 14.6 [Interim Payments] and make payment in accordance with Sub-Clause 14.7 [Timing of Payments].

14.11 最终付款的申请 / Application for Final Payment

在收到履约证书后 56 天内,承包商应按照雇主批准的格式,向雇主递交最终报表草案,并附证明文件,一式六份,详细列出:

Within 56 days after receiving the Performance Certificate, the Contractor shall submit, to the Employer, six copies of a draft final statement with supporting documents showing in detail in a form approved by the Employer:

- (a) 根据合同完成的所有工作的价值,
the value of all work done in accordance with the Contract, and
- (b) 承包商认为根据合同或其他规定应支付给他的任何其他款额.
any further sums which the Contractor considers to be due to him under the Contract or otherwise.

如果雇主不同意或无法核实最终报表草案中的任何部分,承包商应按照雇主可能提出的合理要求提交补充资料,并按照双方可能商定的意见,对该草案进行修改.然后,承包商应按商定的意见编制并向雇主提交最终报表.这份经商定的报表在本条件中称为“最终报表”.

If the Employer disagrees with or cannot verify any part of the draft final statement, the Contractor shall submit such further information as the Employer may reasonably require and shall make such changes in the draft as may be agreed between them. The Contractor shall then prepare and submit to the Employer the final statement as agreed. This agreed statement is referred to in these Conditions as the “Final Statement”.

如果在双方协商并就协商一致的意见对最终报表草案进行修改的过程中,明显存在争端,雇主应按照第 14.6 款[期中付款]核第 14.7 款[付款的时间安排]的规定,支付最终报表草案中同意的部分.此后,如果争端根据第 20.4 款[取得争端裁决委员会的决定]、或第 20.5 款[友好解决]的规定,最终得到解决,承包商随后应编制并向雇主提交最终报表.

However if, following discussions between the Parties and changes to the draft final statement which are agreed, it becomes evident that a dispute exists, the

Employer shall pay the agreed parts of the draft final statement in accordance with Sub-Clause 14.6 [Interim Payments] and Sub-Clause 14.7 [Timing of Payments]. Thereafter, if the dispute is finally resolved under Sub-Clause 20.4 [Obtaining Dispute Adjudication Board's Decision] or Sub-Clause 20.5 [Amicable Settlement], the Contractor shall then prepare and submit to the Employer a Final Statement.

14.12 结清证明 / Discharge

承包商在提交最终报表时,应提交一份结清证明,确认最终报表上的总额代表了根据合同或与合同有关的事项,应付给承包商的所有款项的全部核最终的结算总额.该结清证明可注明在承包商收到退回的履约担保核该总额中尚未付清的余额后生效,在此情况下,结清证明应在改日期生效.

When submitting the Final Statement, the Contractor shall submit a written discharge which confirms that the total of the Final Statement represents full and final settlement of all moneys due to the Contractor under or in connection with the Contract. This discharge may state that it becomes effective when the Contractor has received the Performance Security and the out-standing balance of this total, in which event the discharge shall be effective on such date.

14.13 最终付款 / Final Payment

雇主应按照第 14.7 款[付款的时间安排](c)项的规定,向承包商支付最终应付款额扣除雇主过去已付的全部款额、以及按照第 2.5 款[雇主的索赔]的规定决定的任何减少额后的款额.

In accordance with sub-paragraph (c) of Sub-Clause 14.7 [Timing of Payments], the Employer shall pay to the Contractor the amount which is finally due, less all amounts previously paid by the Employer and any deductions in accordance with Sub-Clause 2.5 [Employer's Claims].

14.14 雇主责任的中止 / Cessation of Employer's Liability

除承包商在下列文件中,为合同或工程实施引发的或与之有关的任何问题或事项,明确提出款额要求以外,雇主应不再为上述问题或事项对承包商承担责任:

The Employer shall not be liable to Contractor for any matter or thing under or in connection with the Contract or execution of the Works, except to the extent that the Contractor shall have included an amount expressly for it:

- (a) 在最终报表中,
in the Final Statement and also
- (b) 在第 14.10 款[竣工报表]所述的竣工报表中(颁发工程接收证书后发

生的问题或事项除外).

(except for matters or things arising after the issue of the Taking-Over Certificate for the Works) in the Statement at completion described in Sub-Clause 14.10 [Statement at Completion].

但本款不应限制雇主因其赔偿义务,或因其任何欺骗、有意违约、或轻率的不当行为等情况引起的责任.

However, this Sub-Clause shall not limit the Employer's liability under his indemnification obligations, or the Employer's liability in any case of fraud, deliberate default or reckless misconduct by the Employer.

14.15 支付的货币 / Currencies of Payment

合同价格应按合同协议书规定的货币或几种货币支付.除非专用条件中另有说明,如果规定了一种以上货币,应按以下办法支付:

The Contract Price shall be paid in the currency or currencies named in the Contract Agreement. Unless otherwise stated in the Particular Conditions, if more than one currency is so named, payments shall be made as follows:

- (a) 如果合同价格只是用当地货币表示的:
if the Contract Price was expressed in Local Currency only:
 - (i) 当地货币和外币的比例或款额,以及计算付款采用的固定汇率,除双方另有商定外,应按合同协议书的规定执行.
the proportions or amounts of the Local and Foreign Currencies, and the fixed rates of exchange to be used for calculating the payments, shall be as stated in the Contract Agreement, except as otherwise agreed by both Parties;
 - (ii) 根据第 13.5 款[暂列款]和第 13.7[因法律改变的调整]的规定的付款和减少应按适用的货币和比例执行.
payments and deductions under Sub-Clause 13.5 [Provisional Sums] and Sub-Clause 13.7 [Adjustments for Changes in Legislation] shall be made in the applicable currencies and proportions; and
 - (iii) 根据第 14.3 款[期中付款的申请](a)至(d)项做出的其他支付和减少,应按上述(a)(i)项规定的货币和比例执行.
other payments and deductions under sub-paragraphs (a) to (d) of Sub-Clause 14.3 [Application for Interim Payments] shall be made in the currencies and proportions specified in sub-paragraph (a)(i) above;

- (b) 专用条件中规定的对损害赔偿费的支付应按照专用条件中规定的货币和比例执行;
payment of the damages specified in the Particular Conditions shall be made in the currencies and proportions specified in the Particular Conditions;
- (c) 由承包商付给雇主的其他款项应以雇主花费改款项实际用的货币,或双方可能商定的货币执行;
other payments to the Employer by the Contractor shall be made in the currency in which the sum was expended by the Employer, or in such currency as may be agreed by both Parties;
- (d) 如果承包商应付给雇主的某种货币的任何款额,超过了雇主应付给承包商的该种货币的款额,雇主可以从另应付给承包商的其他货币的款额中.收回该项差额'
if any amount payable by the Contractor to the Employer in a particular currency exceeds the sum payable by the Employer to the Contractor in that currency, the Employer may recover the balance of this amount from the sums otherwise payable to the Contractor in other currencies;
and
- (e) 如果在合同中没有说明汇率,应采用基准日期当天工程所在国中央银行确定的汇率.
if no rates of exchange are stated in the Contract, they shall be those prevailing on the Base Date and determined by the central bank of the Country.

15. 由雇主终止 / Termination by Employer

15.1 通知改正 / Notice to Correct

如果承包商未能根据合同履行任何义务,雇主可通知承包商,要求其在规定的合理时间内,纠正并补救上述违约行为。

If the Contractor fails to carry out any obligation under the Contract, the Employer may by notice require the Contractor to make good the failure and to remedy it within a specified reasonable time.

15.2 由雇主终止 / Termination by Employer

如果承包商有下列行为,雇主应有权终止合同:

The Employer shall be entitled to terminate the Contract if the Contractor:

- (a) 未能遵守第 4.2 款[履约担保]的规定,或根据第 15.1 款[通知改正]

的规定发出通知要求；

fails to comply with Sub-Clause 4.2 [Performance Security] or with a notice under Sub-Clause 15.1 [Notice to Correct],

- (b) 放弃工程，或明确表现出不继续按照合同履行其义务的意向；
abandons the Works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the Contract,
- (c) 无合理解释，未按照第 8 条[开工、延误和暂停]的规定进行工程；
without reasonable excuse fails to proceed with the Works in accordance with Clause 8 [Commencement, Delays and Suspension],
- (d) 未经必要的许可，将整个工程分包出去，或将合同转让他人；
subcontracts the whole of the Works or assigns the Contract without the required agreement,
- (e) 破产或无力偿债，停业清理，已有对其财产的接管令或管理令，与债权人达成和解，或为其债券人的利益在财产接管人、受托人或管理人的监督下营业，或采取了任何行动或发生任何事件（根据有关适用法律）具有与前述行动或事件相似的效果；或
becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events, or
- (f) （直接或间接）向任何人付给或企图付给任何贿赂、礼品、赏金、回扣、或其他贵重物品，以引诱或报偿他人：
gives or offers to give (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value, as an inducement or reward:
 - (i) 采取或不采取有关合同的任何行动；或
for doing or forbearing to do any action in relation to the Contract, or
 - (ii) 对与合同有关的任何人做出或不做有利或不利的表示；
for showing or forbearing to show favor or disfavor to any person in relation to the Contract,

或任何承包商人员、代理人、或分包商（直接或间接）向任何人付给或企图付给本款（f）项所述的任何此类引诱或报偿。但对给予承包商人员的

合法鼓励和奖赏无权终止。

or if any of the Contractor's Personnel, agents or Subcontractors gives or offers to give (directly or indirectly) to any person any such inducement or reward as is described in this sub-paragraph (f). However, lawful inducements and rewards to Contractor's Personnel shall not entitle termination.

在出现任何上述事件或情况时，雇主可提前 14 天向承包商发出通知，终止合同，并要求其离开现场。但在（e）或（f）项情况下，雇主可发出通知立即终止合同。

In any of these events or circumstances, the Employer may, upon giving 14 days' notice to the Contractor, terminate the Contract and expel the Contractor from the Site. However, in the case of sub-paragraph (e) or (f), the Employer may by notice terminate the Contract immediately.

雇主做出终止合同的选择，不应损害其根据合同或其他规定所享有的其他任何权利。

The Employer's election to terminate the Contract shall not prejudice any other rights of the Employer, under the Contract or otherwise.

此时，承包商应撤离现场，并将任何需要的货物、所有承包商文件、以及由或为他做的其他设计文件交给雇主。但承包商应立即尽最大努力遵从包括通知中关于（i）转让任何分包合同，及（ii）保护生命或财产、或工程的安全的任何合理的指示。

The Contractor shall then leave the Site and deliver any required Goods, all Contractor's Documents, and other design documents made by or for him, to the Employer. However, the Contractor shall use his best efforts to comply immediately with any reasonable instructions included in the notice (i) for the assignment of any sub-contract, and (ii) for the protection of life or property or for the safety of the Works.

终止后，雇主可以继续完成工程，和（或）安排其他实体完成。这时雇主和这些实体可以使用任何货物、承包商文件和由承包商或以其名义编制的其他设计文件。

After termination, the Employer may complete the Works and/or arrange for any other entities to do so. The Employer and these entities may then use any Goods, Contractor's Documents and other design documents made by or on behalf of the Contractor.

其后，雇主应发出通知，将在现场或其附近把承包商设备和临时工程放还给承包商。承包商应迅速自行承担风险和费用，安排将他们运走。但如果此时承包商还有应付雇主的款项没有付清，雇主可以出售这些物品，以收回欠款。收益的任何余款应付给承包商。

The Employer shall then give notice that the contractor's Equipment and

Temporary Works will be released to the Contractor at or near the Site. The Contractor shall promptly arrange their removal, at the risk and cost of the Contractor. However, if by this time the Contractor has failed to make a payment due to the Employer, these items may be sold by the Employer in order to recover this payment. Any balance of the proceeds shall then be paid to the Contractor.

15.3 终止日期时的估价 / Valuation at Date of Termination

在根据第 15.2 款[由雇主终止]的规定发出的终止通知生效后，雇主应立即按照第 3.5 款[确定]的要求商定或确定工程、货物和承包商文件的价值、以及承包商按照合同实施的工作应得其他任何的款项。

As soon as practicable after a notice of termination under Sub-Clause 15.2 [Termination by Employer] has taken effect, the Employer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the value of the Works, Goods and Contractor's Documents, and any other sums due to the Contractor for work executed in accordance with the Contract.

15.4 终止后的付款 / Payment after Termination

在根据第 15.2 款[由雇主终止]的规定发出的终止通知生效后，雇主可以：
After a notice of termination under Sub-Clause 15.2 [Termination by Employer] has taken effect, the Employer may:

- (a) 按照第 2.5 款[雇主的索赔]的规定进行；
proceed in accordance with Sub-Clause 2.5 [Employer's Claims],
- (b) 在确定设计、施工、竣工和修补任何缺陷的费用、因延误竣工（如果有）的损害赔偿费、以及由雇主负担的全部其他费用前，暂不向承包商支付进一步的款额；和（或）
with-hold further payments to the Contractor until the costs of design, execution, completion and remedying of any defects, damages for delay in completion (if any), and all other costs incurred by the employer, have been established, and/or
- (c) 在根据第 15.3 款[终止日期时的估计]的规定答应付给承包商的任何款额后，先从承包商处收回雇主蒙受的任何损失和损害赔偿费，以及完成工程所需的任何额外费用。在收回任何此类损失、损害赔偿费和额外费用后，雇主应将任何余额付给承包商。
recover from the Contractor any losses and damages incurred by the Employer and any extra costs of completing the Works, after allowing for any sum due to the Contractor under Sub-Clause 15.3 [Valuation at Date of Termination]. After recovering any such losses, damages and

extra costs, the Employer shall pay any balance to the Contractor.

15.5 雇主终止的权利 / Employer's Entitlement to Termination

雇主应有权在对他方便的任何时候，通过向承包商发出终止通知，终止合同。此项终止应在承包商收到该通知或雇主退回的履约担保两者中较晚的日期后第 28 日生效。雇主不应为了要自己实施或安排另外的承包商实施工程，而根据本款终止合同。

The Employer shall be entitled to terminate the Contract, at any time for the Employer's convenience, by giving notice of such termination to the Contractor. The termination shall take effect 28 days after the later of the dates on which the Contractor receives this notice or the Employer returns the Performance Security. The Employer shall not terminate the Contract under this Sub-Clause in order to execute the Works himself or to arrange for the Works to be executed by another contractor.

在此项终止后，承包商应按照第 16.3 款[停止工作和承包商设备的撤离]的规定执行，并应按照第 19.6 款[自主选择的终止、支付和解除]的规定获得付款。

After this termination, the Contractor shall proceed in accordance with Sub-Clause 16.3 [Cessation of Work and Removal of Contractor's Equipment] and shall be paid in accordance with Sub-Clause 19.6 [Optional Termination, Payment and Release].

16. 由承包商暂停和终止

Suspension and termination by Contractor

16.1 承包商暂停工作的权利 / Contractor's Entitlement to Suspend Work

如果雇主未能遵守第 2.4 款[雇主的资金安排]或第 14.7 款[付款的时间安排]的规定，承包商可在不少于 21 天前通知雇主，暂停工作（或放慢工作速度），除非并直到承包商根据情况和通知中所述，收到付款证书、合理的证明或付款为止。

If the Employer fails to comply with Sub-Clause 2.4 [Employer's Financial Arrangements] or Sub-Clause 14.7 [Timing of Payments], the Contractor may, after giving not less than 21 days' notice to the Employer, suspend work (or reduce the rate of work) unless and until the Contractor has received the reasonable evidence or payment, as the case may be and as described in the notice.

承包商的上述行动不应影响他根据第 14.8 款[延误的付款]的规定获得融资费用和根据第 16.2 款[由承包商终止]的规定提出终止的权利。

The Contractor's action shall not prejudice his entitlements to financing charges under Sub-Clause 14.8 [Delayed Payment] and to termination under Sub-Clause 16.2 [Termination by Contractor].

如果在发出终止通知前承包商随后收到了上述证明或付款（如有关条款和上述通知中所述），承包商应在合理可能情况下，尽快恢复正常工作。

If the Contractor subsequently receives such evidence or payment (as described in the relevant Sub-Clause and in the above notice) before giving a notice of termination, the Contractor shall resume normal working as soon as is reasonably practicable.

如果因按照本款暂停工作（或放慢工作速度）承包商遭受延误和（或）招致费用，承包商应向雇主发出通知，有权根据第 20.1 款[承包商的索赔]的规定提出：

If the Contractor suffers delay and/or incurs Cost as a result of suspending work (or reducing the rate of work) in accordance with this Sub-Clause, the Contractor shall give notice to the Employer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- (a) 根据第 8.4 款[竣工时间的延长]的规定，如竣工已或将受到延误，对任何此类延误给予延长期；
an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- (b) 任何此类费用和合理的利润，应加入合同价格，给予支持。
payment of any such Cost plus reasonable profit, which shall be added to the Contract Price.

雇主收到此通知后，应按照第 3.5 款[确定]的要求对这些事项进行商定或确定。

After receiving this notice, the Employer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

16.2 由承包商终止 / Termination by Contractor

如出现下列情况，承包商应有权终止合同：

The Contractor shall be entitled to terminate the Contract if:

- (a) 承包商在根据第 16.1 款[承包商暂停工作的权利]的规定，就未能遵照第 2.4 款[雇主的资金安排]规定的事项发出通知后 42 天内，承包商仍未收到合理的证明；
the Contractor does not receive the reasonable evidence within 42 days after giving notice under Sub-Clause 16.1 [Contractor's Entitlement to

Suspend Work] in respect of a failure to comply with Sub-Clause 2.4 [Employer's Financial Arrangements],

- (b) 在第 14.7 款[付款的时间安排]规定的付款时间到期后 42 天内, 承包商仍未收到该期间的应付款额 (按照第 2.5 款[雇主的索赔]规定的减少部分除外);
the Contractor does not receive the amount due within 42 days after the expiry of the time stated in Sub-Clause 14.7 [Timing of Payments] within which payment is to be made (except for deductions in accordance with Sub-Clause 2.5 [Employer's Claims]),
- (c) 雇主实质上未能根据合同规定履行其义务;
the Employer substantially fails to perform his obligations under the Contract,
- (d) 雇主未遵守第 1.7 款[权益转让]的规定;
the Employer fails to comply with Sub-Clause 1.7 [Assignment],
- (e) 如第 8.11 款[拖长的暂停]所述的拖长的停工影响了整个工程; 或
a prolonged suspension affects the whole of the Works as described in Sub-Clause 8.11 [Prolonged Suspension], or
- (f) 雇主破产或无力偿债, 停业清理, 已有对其财产的接管令或管理令, 与债权人达成和解, 或为其债权人的利益在财产接管人、受托人或管理人的监督下营业, 或采取了任何行动或发生任何事件 (根据有关适用法律) 具有与前述行动或事件相似的效果。
the Employer becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events.

在上述任何时间或情况下, 承包商可通知雇主 14 天后终止合同。但在 (e) 或 (f) 项情况下, 承包商可发出通知立即终止合同。

In any of these events or circumstances, the Contractor may, upon giving 14 days' notice to the Employer, terminate the Contract. However, in the case of sub-paragraph (e) or (f), the Contractor may by notice terminate the Contract immediately.

承包商做出终止合同的选择, 不应影响其根据合同或其他规定所享有的其他任何权利。

The Contractor's election to terminate the Contract shall not prejudice any

other rights of the Contractor, under the Contract or otherwise.

16.3 停止工作和承包商设备的撤离 / Cessation of Work and Removal of Contractor's Equipment

在根据第 15.5 款[雇主终止合同的权利]、第 16.2 款[由承包商终止]、或第 19.6 款[自主选择的终止、支付和解除]的规定发出的终止通知生效后，承包商应迅速：

After a notice of termination under Sub-Clause 15.5 [Employer's Entitlement to Termination], Sub-Clause 16.2 [Termination by Contractor] or Sub-Clause 19.6 [Optional Termination, Payment and Release] has taken effect, the Contractor shall promptly:

- (a) 停止所有进一步的工作，雇主为保护生命或财产或工程的安全可能指示的工作除外；
cease all further work, except for such work as may have been instructed by the Employer for the protection of life or property or for the safety of the Works,
- (b) 移交承包商已得到付款的承包商文件、生产设备、材料和其他工作；
hand over Contractor's Documents, Plant, Materials and other work, for which the Contractor has received payment, and
- (c) 从现场运走除为了安全需要以外的所有其他货物，并撤离现场。
remove all other Goods from the Site, except as necessary for safety, and leave the Site.

16.4 终止时的付款 / Payment on Termination

在根据第 16.2 款[由承包商终止]的规定发出的终止通知生效后，雇主应迅速：

After a notice of termination under Sub-Clause 16.2 [Termination by Contractor] has taken effect, the Employer shall promptly:

- (a) 将履约担保退还承包商；
return the Performance Security to the Contractor,
- (b) 按照 19.6 款[自主选择的终止、支付和解除]的规定，向承包商付款；
pay the Contractor in accordance with Sub-Clause 19.6 [Optional Termination, Payment and Release], and
- (c) 付给承包商因此项终止而蒙受的任何利润损失或其他损失或损害的款额。

pay to the Contractor the amount of any loss of profit or other loss or damage sustained by the Contractor as a result of this termination.

17. 风险与职责 / Risk and Responsibility

17.1 保障 / Indemnities

承包商应保障并保持使雇主、雇主人员、以及他们各自的代理人免受以下所有索赔、损害赔偿费、损失和开支（包括法律费用和开支）带来的伤害：
The Contractor shall indemnify and hold harmless the Employer, the Employer's personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of:

- (a) 由工程设计、施工和竣工，以及修补任何缺陷引起、或在其过程中、或因其原因产生的任何人员的，除非是由于雇主、雇主人员，或他们各自的任何代理人的任何疏忽、故意行为、或违反合同造成的。
bodily injury, sickness, disease or death, of any person whatsoever arising out of or in the course of or by reason of the design, execution and completion of the Works and the remedying of any defects, unless attributable to any negligence, willful act or breach of the Contract by the Employer, the Employer's Personnel, or any of their respective agents, and
- (b) 由下列情况造成的对任何财产、不动产或动产（工程除外）的损害或损失：
damage to or loss of any property, real or personal (other than the Works), to the extent that such damage or loss:
 - (i) 由工程设计、施工和竣工、以及修补任何缺陷引起、或在其过程中、或因其原因产生的；
arises out of or in the course of or by reason of the design, execution and completion of the Works and the remedying of any defects, and
 - (ii) 不是由于雇主、雇主人员，他们各自的任何代理人、或他们中任何人直接或间接聘用的任何人的任何疏忽、故意行为、或违反合同造成的。
is not attributable to any negligence, willful act or breach of the Contract by the Employer, the Employer's Personnel, their respective agents, or anyone directly or indirectly employed by any of them.

雇主应保障并保持使承包商、承包商人员、和他们各自的代理人免受以下发面所有索赔、损害赔偿费、损失和开支（包括法律费用和开支）带来的伤害：（1）由雇主、雇主人员，或他们各自的任何代理人的任何疏忽、故意行为、或违反合同造成的人身伤害、患病、疾病或死亡；及（2）如第18.3款[人身伤害和财产损失险]（d）项（i）、（ii）和（iii）目中所所述的其责任可以不包括在保险范围各类事项。

The Employer shall indemnify and hold harmless the Contractor, the Contractor's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of (1) bodily injury, sickness, disease or death, which is attributable to any negligence, willful act or breach of the Contract by the Employer, the Employer's Personnel, or any of their respective agents, and (2) the matters for which liability may be excluded from insurance cover, as described in sub-paragraphs (d)(i), (ii) and (iii) of Sub-Clause 18.3 [Insurance Against Injury to Persons and Damage to Property].

17.2 承包商对工程的照管 / Contractor's Care of the Works

承包商应从开工日期起承担照管工程和货物的全部职责，直到办法工程接收证书（或根据第10.1款[工程和分项工程的接收]的规定应视为已颁发）之日止，这时工程照管职责应移交给雇主。如果对某分项工程的照管职责应移交给雇主。

The Contractor shall take full responsibility for the care of the Works and Goods from the Commencement Date until the Taking-Over Certificate is issued (or is deemed to be issued under Sub-Clause 10.1 [Taking Over of the Works and Sections] for the Works, when responsibility for the care of the Works shall pass to for any Section of the Works, responsibility for the care of the Section shall then pass to the Employer.

在照管职责按上述规定移交给雇主后，承包商仍应对在接收证书上注明日期时的任何扫尾工作承担照管职责，直到该扫尾工作完成为止。

After responsibility has accordingly passed to the Employer, the Contractor shall take responsibility for the care of any work which is outstanding on the date stated in a Taking-Over Certificate, until this outstanding work has been completed.

如果在承包商负责照管期间，由于第17.3款[雇主的风险]中所列风险以外的原因，致使工程、货物、或承包商文件发生任何损失或损害，承包商应自行承担风险和费用，修正该项损失或损害，使工程、货物和承包商文件符合合同要求。

If any loss or damage happens to the Works, Goods or Contractor's Documents during the period when the Contractor is responsible for their care, from any cause not listed in Sub-Clause 17.3[Employer's Risks], the

Contractor shall rectify the loss or damage at the Contractor's risk and cost, so that the Works, Goods and Contractor's Documents conform with the Contract.

承包商应对颁发接收证书后由其采取的任何行动造成的任何损失或损害负责。承包商还应对颁发接收证书后发生的、由承包商负责的以前的事件引起的任何损失或损害负责。

The Contractor shall be liable for any loss or damage caused by any actions performed by the Contractor after a Taking-Over Certificate has been issued. The Contractor shall also be liable for any loss or damage which occurs after a Taking-Over Certificate has been issued and which arose from a previous event for which the Contractor was liable.

17.3 雇主的风险 / Employer's Risks

下述第 17.4 款谈到的风险是指：

The risks referred to in Sub-Clause 17.4 below are:

- (a) 战争、敌对行动（不论宣战与否）、入侵、外敌行动；
war hostilities (whether war be declared or not), invasion, act of foreign enemies,
- (b) 工程所在国内的叛乱、恐怖主义、革命、暴动、军事政变或篡夺政权、或内战；
rebellion , terrorism, revolution, insurrection, military or usurped power or civil war, within the Country,
- (c) 承包商人员、及承包商和分包商的其他雇员以外的人员在工程所在国内的骚动、喧闹、或混乱；
riot, commotion or disorder within the Country by persons other than the Contractor's Personnel and other employees of the Contractor and Subcontractors,
- (d) 工程所在国内的战争军火、爆炸物资、电离辐射或放射性引起的污染，但可能由承包商使用此类军火、炸药、辐射或放射性引起的除外；
munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, within the Country, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, and
- (e) 由音速或超音速飞行的飞机或飞机装置所产生的压力波。
pressure waves caused by aircraft or other aerial devices traveling at

sonic or supersonic speeds.

17.4 雇主风险的后果 / Consequence of Employer's Risks

如果上述第 17.3 款列举的任何风险达到对工程、货物、或承包商文件造成损失或损害的程度，承包商应立即通知雇主，并按雇主的要求，修整此类损失或损害。

If and to the extent that any of the risks listed in Sub-Clause 17.3 above results in loss or damage to the Works, Goods or Contractor's Documents, the Contractor shall promptly give notice to the Employer and shall rectify this loss or damage to the extent required by the Employer.

如果因修整此类损失或损害使承包商遭受厌恶和（或）招致增加费用，承包商应进一步通知雇主，有权根据第 20.1 款[承包商的索赔]的规定，提出：
If the Contractor suffers delay and/or incurs Cost from rectifying this loss or damage, the Contractor shall give a further notice to the Employer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- (a) 根据第 8.4 款[竣工时间的延长]的规定，如竣工已或将受到延误，对任何此类延误给予延长期；
an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- (b) 任何此类费用，应加入合同价格，给予支付。
payment of any such Cost, which shall be added to the Contract Price.

雇主收到此类进一步通知后，应按照第 3.5 款[确定]的要求，对这些事项进行商定或确定。

After receiving this further notice, the Employer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

17.5 知识产权和工业产权 / Intellectual and Industrial Property Rights

本条款中，“侵权”是指侵犯（或被指称侵犯）与工程有关的任何专利权、已登记的设计、版权、商标、商号商品名称、商业机密、或其他知识产权或工业产权；“索赔”是指指称一项侵权的索赔（或为索赔进行的诉讼）。

In this Sub-Clause, “infringement” means an infringement (or alleged infringement) of any patent, registered design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works; and “claim” means a claim (or proceedings pursuing a claim) alleging an infringement.

当一方未能在收到任何索赔 28 天内，向另一方发出关于索赔的通知时，该方应被认为已放弃根据本条款规定的任何受保障的权利。

Whenever a Party does not give notice to the other Party of any claim within 28 days of receiving the claim, the first Party shall be deemed to have waived any right to indemnity under this Sub-Clause.

雇主应保障并保持承包商免受因以下情况提出的指称侵权的任何索赔引起的伤害：

The Employer shall indemnify and hold the Contractor harmless against and from any claim alleging an infringement which is or was:

- (a) 因承包商遵从雇主的要求，而造成的不可避免的结果；或
an unavoidable result of the Contractor's compliance with the Employer's Requirements, or
- (b) 因雇主为以下原因使用任何工程的结果：
a result of any Works being used by the Employer:
 - (i) 为了合同中指明的或根据合同可合理推断的事项以外的目的；或
for a purpose other than that indicated by, or reasonably to be inferred from, the Contract, or
 - (ii) 与非承包商提供的任何物品联合使用，除非此项使用已在基准日期前向承包商透露，或在合同中有规定。
in conjunction with anything not supplied by the Contractor, unless such use was disclosed to the Contractor prior to the Base Date or is stated in the Contract.

承包商应保障并保持雇主免受由以下事项产生或与之有关的任何其他索赔引出的损害：(i) 承包商的工程设计、制造、施工或实施；(ii) 承包商设备的使用；或 (iii) 工程的正确使用。

The Contractor shall indemnify and hold the Employer harmless against and from any other claim which arises out of or in relation to (i) the Contractor's design manufacture, construction or execution of the Works, (ii) the use of Contractor's Equipment, or (iii) the proper use of the Works.

如果一方根据本条款规定有权受保障，补偿方可（由其承担费用）组织解决索赔的谈判，以及可能由其引起的任何诉讼或仲裁。在补偿方请求并承担费用的情况下，另一方应协助争辩该索赔。此另一方（及其人员）不应做出可能损害补偿方的任何承认，除非补偿方未能在该另一方请求下，接办组织任何谈判、诉讼或仲裁事宜。

If a Party is entitled to be indemnified under this Sub-Clause, the indemnifying

Party may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it. The other Party shall, at the request and cost of the indemnifying Party, assist in contesting the claim. This other Party (and its Personnel) shall not make any admission which might be prejudicial to the indemnifying Party, unless the indemnifying Party failed to take over the conduct of any negotiations, litigation or arbitration upon being requested to do so by such other Party.

17.6 责任限度 / Limitation of Liability

除根据第 16.4 款[终止时的支付]和第 17.1 款[保障]的规定外,任何一方不应对方使用任何工程中的损失、利润损失任何合同的损失,或对方可能遭受的与合同有关的任何间接的或引发的损失或损害负责。

Neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any contract or for any indirect or consequential loss or damage which may be suffered by the other Party in connection with the Contract, other than under Sub-Clause 16.4 [Payment on Termination] and Sub-Clause 17.1 [Indemnities].

根据第 4.19 款[电、水和燃气]、第 4.20 款[雇主的设备和免费供应的材料]、第 17.1 款[保障]和第 17.5 款[知识产权和工业产权]的规定外,承包商根据或有关合同对雇主的全部责任不应超过专用条件规定的总额,或(如果没有规定该总额)合同协议书中规定的合同价格。

The total liability of the Contractor to the Employer, under or in connection with the Contract other than under Sub-Clause 4.19 [Electricity, Water and Gas], Sub-Clause 4.20 [Employer's Equipment and Free-Issue Material], Sub-Clause 17.1 [Indemnities] and Sub-Clause 17.5 [Intellectual and Industrial Property Rights], shall not exceed the sum stated in the Particular Conditions or (if a sum is not stated) the Contract Price stated in the Contract Agreement.

本款不应限制违约方的欺骗、有意违约、或轻率的不当行为等任何情况的责任。

This Sub-Clause shall not limit liability in any case of fraud, deliberate default or reckless misconduct by the defaulting Party.

18. 保险 / Insurance

18.1 有关保险的一般要求 / General Requirements for Insurances

在本条中,对于每种类型的保险,“应投保方”是指对办理并保持相关条款中规定的保险负有责任的一方。

In this Clause, “insuring Party” means, for each type of insurance, the Party responsible for effecting and maintaining the insurance specified in the

relevant Sub-Clause.

当承包商是应投保方时，应按照雇主批准的条件向保险人办理每项保险。这些条件应与双方在签定合同协议书前协商同意的任何条件相一致。这一条件协议的地位应优于本条各项规定。

Wherever the Contractor is the insuring Party, each insurance shall be effected with insurers and in terms approved by the Employer. These terms shall be consistent with any terms agreed by both Parties before they signed the Contract Agreement. This agreement of terms shall take precedence over the provisions of this Clause.

如果保险单需要对联合被保险人提供保障，保险赔偿应如同已向联合被保险人的每一方发出单独保险单一样，对每个被保人分别施用。

Wherever the Employer is the insuring Party, each insurance shall be effected with insurers and in terms consistent with the details annexed to the Particular Conditions.

如果保单对附加联合被保人提供保障，既在本条规定的被保人之外附加，则（ i ）除雇主应代表雇主人员行动外，承包商应代表这些附加联合被保人根据保险单行动；（ ii ）附加联合被保人无权从保险人处直接得到付款，或与保险人有其他直接往来；以及（ iii ）应投保方应要求所有附加联合被保人遵守保险单规定的条件。

If a policy is required to indemnify joint insured, the cover shall apply separately to each insured as though a separate policy had been issued for each of the joint insured. If a policy indemnifies additional joint insured, namely in addition to the insured specified in this Clause, (i) the Contractor shall act under the policy on behalf of these additional joint insured except that the Employer shall act for Employer's personnel, (ii) additional joint insured shall not be entitled to receive payments directly from the insurer or to have any other direct dealings with the insurer, and (iii) the insuring Party shall require all additional joint insured to comply with the conditions stipulated in the policy.

每份承保损失或损害的保险单应以修正损失或损害需要的货币进行赔偿。从保险人处收到的付款应用于修正损失或损害。

Each policy insuring against loss or damage shall provide for payments to be made in the currencies required to rectify the loss or damage. Payments received from insurers shall be used for the rectification of the loss or damage.

有关应投保方应在专业条件中规定的各自期限内（从开工日期算起），向另一方提交：

The relevant insuring Party shall, within the respective periods stated in the Particular Conditions (calculated from the Commencement Date), submit to

the other Party.

- (a) 本条中所述保险已经生效的证据;
evidence that the insurances described in this Clause have been effected, and
- (b) 第 18.2 款 [工程和承包商设备的保险]、及第 18.3 款 [人员伤害和财产损害险] 所述保险单副本。
copies of the policies for the insurances described in Sub-Clause 18.2 [Insurance of Works and Contractor's Equipment] and Sub-Clause 18.3 [Insurance against Injury to Persons and Damage to Property].

当每项保险费已付时，应投保方向另一方提供支付证据。

When each premium is paid, the insuring Party shall submit evidence of payment to the other Party.

每方应遵守每份保险单规定的条件。应投保方应保持使保险人随时了解工程实施中的任何相关变化，并确保按照本条要求维持保险。

Each Party shall comply with the conditions stipulated in each of the insurance policies. The insuring Party shall keep the insurers informed of any relevant changes to the execution of the Works and ensure that insurance is maintained in accordance with this Clause.

没有得到另一方的事先批准，任一方都不应对任何保险的条件做出实质性变动。如果保险人做出（或要做出）任何变动，首先收到保险人通知的一方应立即通知另一方。

Neither Party shall make any material alteration to the terms of any insurance without the prior approval of the other Party. If an insurer makes (or attempts to make) any alteration, the Party first notified by the insurer shall promptly give notice to the other Party.

如果应投保方对合同要求办理并维持的任何保险未按要求办好并保持有效，或未能按本款要求提供满意的证据和保险单的副本，另一方可以（由其选择，并在不影响任何其他权利或补偿的情况下）办理该保险范围的保险，并付应交的保险费。应投保方向另一方支付这些保险费，并相应调整合同价格。

If the insuring Party fails to effect and keep in force any of the insurances it is required to effect and maintain under the Contract, or fails to provide satisfactory evidence and copies of policies in accordance with this Sub-Clause, the other Party may (at its option and without prejudice to any other right or remedy) effect insurance for the relevant coverage and pay the premiums due. The insuring Party shall pay the amount of these premiums to the other Party, and the Contract Price shall be adjusted accordingly.

本条规定不限制合同其余条款或其他文件所规定的承包商或雇主的义务、责任、或职责。任何未保险或未能从保险人处收回的款项，应由承包商和（或）雇主按照这些义务、责任、或职责的规定承担。但是，如果应投保方对于能做到的并在合同中规定要办理并持有的某项保险，未能按要求办好并保持有效，而另一方既没有认可这项省略，又没有办理与此项违约有关的保险范围的保险，则根据此项保险应能收回的任何款额应由应投保方支付。

Nothing in this Clause limits the obligations, liabilities or responsibilities of the Contractor or the Employer, under the other terms of the Contract or otherwise. Any amounts not insured or not recovered from the insurers shall be borne by the Contractor and/or the Employer in accordance with these obligations, liabilities or responsibilities. However, if the insuring Party fails to effect and keep in force an insurance which is available and which it is required to effect and maintain under the Contract, and the other Party neither approves the omission nor effects insurance for the coverage relevant to this default, any moneys which should have been recoverable under this insurance shall be paid by the insuring Party.

一方向另一方的支付，应按适用情况，根据第 2.5 款 [雇主的索赔] 或第 20.1 款 [承包商的索赔] 的规定办理。

Payments by one Party to the other Party shall be subject to Sub-Clause 2.5 [Employer's Claims] or Sub-Clause 20.1 [Contractor's Claims], as applicable.

18.2 工程和承包商设备的保险 / Insurance for Works and Contractor's Equipment

应投保方应为工程、生产设备、材料和承包商文件投保，保险额不低于全部复原费用，包括拆除、运走废弃物的费用、以及专业费用和利润。该保险应从第 18.1 款 [有关保险的一般要求] (a) 项规定的提交证据的日期起，到颁发工程接收证书的日期止保持有效。

The insuring Party shall insure the Works, Plant, Materials and Contractor's Documents for not less than the full reinstatement cost including the costs of demolition, removal of debris and professional fees and profit. This insurance shall be effective from the date by which the evidence is to be submitted under sub-paragraph (a) of Sub-Clause 18.1 [General Requirements for Insurances], until the date of issue of the Taking-Over Certificate for the Works.

应投保方应维持该保险在直到颁发履约证书的日期为止的期间继续有效，以便对承包商应负责的，由颁发接收证书前发生的某项原因引起的损失或损害，以及由承包商或分包商在任何其他作业（包括根据第 11 条 [缺陷责任] 和第 12 条 [竣工后试验] 规定的作业）过程中造成的损失或损害，提供应投保方应对承包商设备投保，保险金额不低于全部重置价值，包括运至现场的费用。对承包商设备的每项设备，该保险都应在该设备运往现

场的过程起，直至其不再需要作为承包商设备为止的期间保持有效。

The insuring Party shall maintain this insurance to provide cover until the date of issue of the Performance Certificate, for loss or damage for which the Contractor is liable arising from a cause occurring prior to the issued of the Taking-Over Certificate, and for loss or damage caused by the Contractor or Subcontractor in the course of any other operations (including those under Clause 11 [Defects Liability] and Clause 12 [Tests after Completion]). The insuring Party shall insure the Contractor's Equipment for not less than the full replacement value, including delivery to Site. For each item of Contractor's Equipment, the insurance shall be effective while it is being transported to the Site and until it is no longer required as Contractor's Equipment.

除非在专用条件中另有规定，本款规定的各项保险：

Unless otherwise stated in the Particular Conditions, insurances under this Sub-Clause:

- (a) 应由承包商作为应投保方办理和维持；
shall be effected and maintained by the Contractor as insuring Party,
- (b) 应由共同有权从保险人处得到赔偿的各方联名投保，保险赔偿金在各方间保有或分配，唯一用于修正损失或损害；
shall be in the joint names of the Parties, who shall be jointly entitled to receive payments from the insurers, payments being held or allocated between the Parties for the sole purpose of rectifying the loss or damage,
- (c) 应对未列入第 17.3 款 [雇主的风险] 列举的任何原因造成的所有损失和损害提供保险；
shall cover all loss and damage from any cause not listed in Sub-Clause 17.3 [Employer's Risks].
- (d) 还应对因第 17.3 款 [雇主的风险] (c) 项中列举的风险造成的损失或损害提供保险，每次事件的免赔额不应超过专用条件中规定的数额（如果没有规定此数额，本 (d) 项应不适用）；
shall also cover loss or damage from the risks listed in sub-paragraph (c) of Sub-Clause 17.3 [Employer's Risks], with deductibles per occurrence of not more than the amount stated in the Particular Conditions (if an amount is not so stated, this sub-paragraph (d) shall not apply),and
- (e) 但可以不包括下列部分的损失、损害、及复原：
may however exclude loss of, damage to, and reinstatement of

- (i) 由于其本身的设计、材料或工艺缺陷造成的处于有缺陷状况的工程部分（但保险应包括不属于下述第（ii）项情况的，由上述有缺陷状况直接造成损失或损害的任何其他部分）；
a part of the Works which is in a defective condition due to a defect in its design, materials or workmanship (but cover shall include any other parts which are lost or damaged as a direct result of this defective condition and not as described in sub-paragraph (ii) below),
- (ii) 为复原因设计、材料，或工艺缺陷造成的其他处于有缺陷状况的工程部分，而遭受损失或损害的某一工程部分；
a part of the Works which is lost or damaged in order to reinstate any other part of the Works if this other part is in a defective condition due to a defect in its design, materials or workmanship,
- (iii) 雇主已经接收的工程部分，但承包商对其损失或损害应负责任的除外；以及
a part of the Works which has been taken over by the Employer, except to the extent that the Contractor is liable for the loss or damage, and
- (iv) 根据第 14.5 款〔拟用于工程的生产设备和材料〕的规定，不在工程所在国的货物。
Goods while they are not in the Country, subject to Sub-Clause 14.5 [Plant and Materials intended for the Works].

如果在基准日期后一年以上，上述（d）项所述保险不能在合理的商务条件下继续投保，承包商（作为应投保方）应通知雇主，并附详细说明。这时，雇主就（i）有权根据第 2.5 款〔雇主的索赔〕的规定，获得等同于承包商在该合理商务条件下，为该类保险预期要支付的款额，及（ii）除非他在商务合理条件下获得该保险，被认为已根据第 18.1 款〔有关保险的一般要求〕的规定，批准了此项省略。

If, more than one year after the Base Date, the cover described in sub-paragraph (d) above ceases to be available at commercially reasonable terms, the Contractor shall (as insuring Party) give notice to the Employer, with supporting particulars. The Employer shall then (i) be entitled subject to Sub-Clause 2.5[Employer's Claims] to payment of an amount equivalent to such commercially reasonable terms as the Contractor should have expected to have paid for such cover, and (ii) be deemed, unless he obtains the cover at commercially reasonable terms, to have approved the omission under Sub-Clause 18.1[General Requirements for Insurances].

18.3 人身伤害和财产损害险 / Insurance against Injury to Persons and Damage to Property

应投保方应为可能由承包商履行合同引起、并在履约证书颁发前发生的，任何物质财产（根据第 18.2 款 [工程和承包商设备的保险] 规定被保的物品除外）的任何损失或损害，或任何人员（根据第 18.4 款 [承包商人员的保险] 规定被保的人员除外）的任何死亡或伤害，办理每方责任险。The insuring Party shall insure against each Party's liability for any loss, damage, death or bodily injury which may occur to any physical property (except things insured under Sub-Clause 18.2 [Insurance for Works and Contractor's Equipment]) or to any person (except persons insured under Sub-Clause 18.4[Insurance for Contractor's Personnel]), which may arise out of the Contractor's performance of the Contract and occurring before the issue of the Performance Certificate.

此类保险，对发生每次事件的保险金限额不低于专用条件中规定的数额，事件发生次数不限。如果合同没有规定数额，本款应不适用。

This insurance shall be for a limit per occurrence of not less than the amount stated in the Particular Conditions, with no limit on the number of occurrences. If an amount is not stated in the Contract, this Sub-Clause shall not apply.

除非在专用条件中另有规定，本款规定的各项保险：

Unless otherwise stated in the Particular Conditions, the insurances specified in this Sub-Clause:

- (a) 应由承包商作为应投保方办理和维持；
shall be effected and maintained by the Contractor as insuring Party,
- (b) 应以各方联合名义投保；
shall be in the joint names of the Party,
- (c) 保险范围应扩展到因承包商履行合同引起的对雇主财产（根据第 18.2 款规定被保的物品除外）的所有损失或损害的责任；
shall be extended to cover liability for all loss and damage to the Employer's property (except things insured under Sub-Clause 18.2) arising out of the Contractor's performance of the Contract, and
- (d) 但可以不包括由以下事项引起的责任：
may however exclude liability to the extent that it arises from:
 - (i) 雇主在任何土地上面、上方、下面、范围内，或穿过它实施永久工程，以及为了永久工程占用该土地的权利；
the Employer's right to have the Permanent Works executed

on, over, under, in or through any land, and to occupy this land for the Permanent Works,

- (ii) 由承包商实施工程和修补任何缺陷的义务造成的不可避免的损害;
damage which is an unavoidable result of the Contractor's obligations to execute the Works and remedy any defects, and
- (iii) 第 17.3 款 [雇主的风险] 列举的某项原因, 但可以按合理的商务条件得到保险的范围除外。
a cause listed in Sub-Clause 17.3[Employer's Risks], Except to the extent that cover is available at commercially reasonable terms.

18.4 承包商人员的保险 / Insurance for Contractor's Personnel

承包商应对承包商雇用的任何人员或任何其他承包商人员的伤害、患病、疾病或死亡引起的, 索赔、损害赔偿费、损失或开支 (包括法律费用和开支) 的责任办理并维持保险。

The Contractor shall effect and maintain insurance against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel.

除该保险可不包括由雇主或雇主人员的任何行为或疏忽引起的损失的索赔的情况以外, 雇主也应由该项保险单得到保障。

The Employer shall also be indemnified under the policy of insurance, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Employer or of the Employer's Personnel.

此类保险应在这些人员参加工程实施的整个期间保持全面实施和有效。对于分包商的雇员, 此类保险可以由分包商投保, 但承包商应对其符合本条规定负责。

The insurance shall be maintained in full force and effect during the whole time that these personnel are assisting in the execution of the Works. For a Subcontractor's employees, the insurance may be effected by the Subcontractor, but the Contractor shall be responsible for compliance with this Clause.

19. 不可抗力 / Force Majeure

19.1 不可抗力的定义 / Definition of Force Majeure

在本条中，“不可抗力”系指某种异常的事件或情况：

In this Clause, “Force Majeure” means an exceptional event or circumstance:

- (a) 一方无法控制的；
which is beyond a Party's control,
- (b) 该方在签订合同前，不能对之进行合理准备的；
which such Party could not reasonably have provided against before entering into the Contract.
- (c) 发生后，该方不能合理避免或克服的；及
Which, having arisen, such Party could not reasonably have avoided or overcome, and
- (d) 不能主要归因于他方的。
which is not substantially attributable to the other Party.

只要满足上述（a）至（d）项条件，不可抗力可以包括但不限于下列各种异常事件或情况：

Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:

- (i) 战争、敌对行动（不论宣战与否）、入侵、外敌行为；
war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
- (ii) 判乱、恐怖主义、革命、暴动、军事政变或篡夺政权、或内战；
rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war,
- (iii) 承包商人员和承包商及其分包商其他雇员以外的人员的骚动、喧闹、混乱、罢工或停工；
riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel and other employees of the Contractor and Subcontractors,
- (iv) 战争军火、爆炸物资、电离辐射或放射性污染，但可能因

承包商使用此类军火、炸药、辐射或放射性引起的除外；
munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, and

- (v) 自然灾害，如地震、飓风、台风、或火山活动。
natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.

19.2 不可抗力的通知 / Notice of Force Majeure

如果一方因不可抗力使其履行合同规定的任何义务已或将受到阻碍，应向对方发出关于构成不可抗力的事件或情况的通知，并应明确说明履行已或将受到阻碍的各项义务。此项通知应在该方察觉或应已察觉到构成不可抗力的有关事件或情况后 14 天内发出。

If a Party is or will be prevented from performing any of its obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations the performance of which is or will be prevented. The notice shall be given within 14 days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure,

发出通知后，该方应在该不可抗力阻碍其履行义务期内免于履行该义务。
The Party shall, having given notice, be excused performance of such obligations for so long as such Force Majeure prevents it from performing them.

不管本条的其他任何规定，不可抗力的规定不应施用于任一方根据合同的另一方支付的义务。

Notwithstanding any other provision of this Clause, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract.

19.3 将延误减至最小的义务 / Duty to Minimize Delay

每方都应始终尽所有合理的努力，使不可抗力对履行合同造成的任何延误减至最小。

Each Party shall at all times use all reasonable endeavors to minimize any delay in the performance of the Contract as a result of Force Majeure.

当一方不再受不可抗力影响时，应向另一方发出通知。

A Party shall give notice to the other Party when it ceases to be affected by the

Force Majeure.

19.4 不可抗力的后果 / Consequences of Force Majeure

如果承包商因已根据第 19.2 款[不可抗力的通知]的规定发出通知的不可抗力，妨碍其履行合同规定的任何义务，使其遭受延误和（或）招致增加费用，承包商应有权根据第 20.1 款[承包商的索赔]的规定，提出：

If the Contractor is prevented from performing any of his obligations under the Contract by Force Majeure of which notice has been given under Sub-Clause 19.2 [Notice of Force Majeure], and suffers delay and/or incurs Cost by reason of such Force Majeure, the Contractor shall be entitled subject to Sub-Clause 20.1[Contractor's Claims] to:

- (a) 根据第 8.4 款[竣工时间的延长]的规定，如果竣工已或将受到延误，对任何此类延误给予延长期；以及
an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4[Extension of Time for Completion], and
- (b) 如果是第 19.1 款[不可抗力的定义]中第（ i ）至（ iv ）目所述的事件或情况，且第（ ii ）至（ vi ）目所述事件或情况发生在工程所在国，对任何此类费用给予支付。
if the event or circumstance is of the kind described in sub-paragraphs(i) to (iv) of Sub-Clause 19.1 [Definition of Force Majeure] and, in the case of sub-paragraphs (ii) to (iv), occurs in the Country, payment of any such Cost.

雇主收到此通知后，应按照第 3.5 款[确定]的要求，对这些事项进行商定或确定。

After receiving this notice, the Employer shall proceed in accordance with Sub-Clause 3.5[Determinations] to agree or determine these matters.

19.5 不可抗力影响分包商 Force Majeure Affecting Subcontractor

如果任何分包商根据有关工程的任何合同或协议，有权因较本条规定更多或更广泛范围的不可抗力免除其某些义务，此类更多或更广的不可抗力事件或情况，不应成为承包商不履约的借口，或有权根据本条规定免除其义务。

If any Subcontractor is entitled under any contract or agreement relating to the Works to relief from force majeure on terms additional to or broader than those specified in this Clause, such additional or broader force majeure events or circumstances shall not excuse the Contractor's non-performance or entitle him to relief under this Clause.

19.6 自主选择终止、支付和解除 / Optional Termination, Payment and Release

如果因已根据第 19.2 款 [不可抗力的通知] 的规定发出通知的不可抗力,使基本上全部进展中的工程实施受到阻碍已连续 84 天,或由于同一通知的不可抗力断续阻碍几个期间累计 140 天,任一方可以向他方发出终止合同的通知。在此情况下,终止应在该通知发出 7 天后生效,承包商应按照第 16.3 款 [停止工作和承包商设备的撤离] 的规定进行。

If the execution of substantially all the Works in progress is prevented for a continuous period of 84 days by reason of Force Majeure of which notice has been given under Sub-Clause 19.2[Notice of Force Majeure], or for multiple periods which total more than 140 days due to the same notified Force Majeure, then either Party may give to the other Party a notice of termination of the Contract. In this event, the termination shall take effect 7 days after the notice is given, and the Contractor shall proceed in accordance with Sub-Clause 16.3 [Cessation of Work and Removal of Contractor's Equipment].

在此类终止的情况下,雇主应向承包商支付:

Upon such termination, the Employer shall pay to the Contractor.

- (a) 已完成的、合同中有价格规定的任何工作的应付金额;
the amounts payable for any work carried out for which a price is stated in the Contract;
- (b) 为工程订购的、已交付给承包商或承包商有责任接受交付的生产设备和材料的费用;当雇主支付上述费用后,此项生产设备与材料应成为雇主的财产(风险也由其承担),承包商应将其交由雇主处理;
the Cost of Plant and Materials ordered for the Works which have been delivered to the Contractor, or of which the Contractor is liable to accept delivery: this Plant and Materials shall become the property of (and be at the risk of) the Employer when paid for by the Employer, and the Contractor shall place the same at the Employer's disposal;
- (c) 在承包商原预期要完成工程的情况下,合理的任何其他费用或债务;
any other Cost or liability which in the circumstances was reasonably incurred by the Contractor in the expectation of completing the Works;
- (d) 将临时工程和承包商设备撤离现场、并运回承包商本国工作地点的费用,(或运往任何其他目的地,但其费用不得超过);
the Cost of removal of Temporary Works and Contractor's Equipment from the Site and the return of these items to the Contractor's works in his country (or to any other destination at no greater cost); and

- (e) 将终止日期时的完全为工程雇用的承包商的员工遣返回国的费用。
the Cost of repatriation of the Contractor's staff and labour employed wholly in connection with the Works at the date of termination.

19.7 根据法律解除履约 / Release from Performance under the Law

不管本条的任何其他规定，如果发生各方不能控制的任何事件或情况（包括但不限于不可抗力），使任一方或双方完成他或他们的合同义务成为不可能或非法，或根据管理合同的法律规定，各方有权解除进一步履行合同的义务，则根据任一方向他方就此事件或情况发出的通知：

Notwithstanding any other provision of this Clause, if any event or circumstance outside the control of the Parties (including, but not limited to, Force Majeure) arises which makes it impossible or unlawful for either or both Parties to fulfill its or their contractual obligations or which, under the law governing the Contract, entitles the Parties to be released from further performance of the Contract, then upon notice by either Party to the other Party of such event or circumstance:

- (a) 双方应解除进一步履约的义务，并不影响任一方对过去任何违反合同事项的权利；
the Parties shall be discharged from further performance, without prejudice to the rights of either Party in respect of any previous breach of the Contract, and
- (b) 雇主应支付给承包商的款额，应等于如已根据第 19.6 款 [自主选择终止、支付和解除] 的规定终止合同，按该款规定应予支付的款额。
the sum payable by the Employer to the Contractor shall be the same as would have been payable under Sub-Clause 19.6[Optional Termination, Payment and Release] if the Contract had been terminated under Sub-Clause 19.6.

20. 索赔、争端和仲裁 / Claims, Disputes and Arbitration

20.1 承包商的索赔 / Contractor's Claims

如果承包商认为，根据本条件任何条款或与合同有关的其他文件，他有权得到竣工时间的任何延长期和（或）任何追加付款，承包商应向雇主发出通知，说明引起索赔的事件或情况。该通知应尽快在承包商察觉或应已察觉该事件或情况后 28 天内发出。

If the Contractor considers himself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall

give notice to the Employer, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 28 days after the Contractor became aware, or should have become aware, of the event or circumstance.

如果承包商未能在上述 28 天期限内发出索赔通知，则竣工时间不得延长，承包商应无权获得追加付款，而雇主应危险有关该索赔的全部责任。如果承包商及时发出索赔通知，应适用本款以下规定。

If the Contractor fails to give notice of a claim within such period of 28 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Employer shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub-Clause shall apply.

承包商还应提交所有有关该事件或情况的、合同要求的任何其他通知，以及支持索赔的详细资料。

The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.

承包商应在现场或雇主认可的另外地点，保持用以证明任何索赔可能需要的此类同期记录。雇主收到根据本款发出的任何通知后，未承认责任前，可检查记录保持情况，并可指示承包商保持进一步的同期记录。承包商应允许雇主检查所有这些记录，并应向雇主（若有指示要求）提供复印件。

The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Employer. Without admitting liability, the Employer may, after receiving any notice under this Sub-Clause, monitor the record-keeping and/or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Employer to inspect all these records, and shall (if instructed) submit copies to the Employer.

在承包商觉察（或应已觉察）引起索赔的事件或情况后 42 天内，或在承包商可能建议并经雇主认可的其他期限内，承包商应向雇主递交一份充分详细的索赔报告，包括索赔的依据、要求延长的时间和（或）追加的付款的全部详细资料。如果引起索赔的事件或情况具有连续影响，则：

Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Employer, the Contractor shall send to the Employer a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:

- (a) 上述充分详细的索赔报告应被视为中间的：
this fully detailed claim shall be considered as interim;
- (b) 承包商应按月向雇主递交进一步的中间索赔报告，说明累计索赔的延误时间和（或）金额，以及雇主可能合理要求的此类进一步详细资料；
the Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as the Employer may reasonably require; and
- (c) 承包商应在引起索赔的事件或情况产生的影响结束后 28 天内，或在承包商可能建议并经雇主认可的此类其他期限内，递交一份最终索赔报告。
the Contractor shall send a final claim within 28 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Employer.

雇主在收到索赔报告或对过去索赔的任何进一步证明资料后 42 天内，或在雇主可能建议并经承包商认可的其他期限内，做出回应，表示批准，或不批准并附具体意见。他还可以要求任何必需的进一步的资料，但他仍要在上述时间内对索赔的原则做出回应。

Within 42 days after receiving a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Employer and approved by the Contractor, the Employer shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within such time.

每次其中付款应包括已根据合同有关规定合理证明是有依据的、对任何索赔的应付款额。除非并直到提供的详细资料足以证明索赔的全部要求是有依据的以前，承包商只有权得到索赔中他能证明是有依据的部分。

Each interim payment shall include such amounts for any claim as have been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.

雇主应按照第 3.5 款 [确定] 的要求，就以下事项商定或确定：(i) 根据第 8.4 款 [竣工时间的延长] 的规定，应给予的竣工时间（其期满前或后）的延长期（如果有）；和（或）(ii) 根据合同，承包商有权得到的追加付款（如果有）。

The Employer shall proceed in accordance with Sub-Clause 3.5

[Determinations] to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Sub-Clause 8.4[Extension of Time for Completion], and/or (ii)the additional payment (if any) to which the Contractor is entitled under the Contract.

本款各项要求是对适用于索赔的任何其他条款的追加要求。如果承包商未能达到本款或有关任何索赔的其他条款的要求，除非该索赔根据本款第二段的规定被拒绝，对给予任何延长期和（或）追加付款，应考虑承包商此项未达到要求对索赔的彻底调查造成阻碍或影响（如果有）的程度。

The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply to a claim. If the Contractor fails to comply with this or another Sub-Clause in relation to any claim, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this Sub-Clause.

20.2 争端裁决委员会的任命 / Appointment of the Dispute Adjudication Board

争端应按照第 20.4 款[取得争端委员会的决定]的规定，由争端裁决委员会（简称 DAB）裁决。双方应在一方向另一方发出通知，提出按第 20.4 款将争端提交 DAB 的意向后 28 天内，联合任命一个 DAB。

Disputes shall be adjudicated by a DAB in accordance with Sub-Clause 20.1 [Obtaining Dispute Adjudication Board's Decision]. The Parties shall jointly appoint a DAB by the date 28 days after a Party gives notice to the other Party of its intention to refer a dispute to a dispute to a DAB in accordance with Sub-Clause 20.4.

DAB 应按专用条件中的规定，由具有适当资格的一名或三名人员（“成员”）组成。如果对委员会人数没有规定，且双方没有另外协议，DAB 应由三人组成。

The DAB shall comprise, as stated in the Particular conditions, either one or three suitably qualified persons (“the members”). If the number is not so stated and the Parties do not agree otherwise, the DAB shall comprise three persons.

如果 DAB 由三人组成，各方均应推荐一人，报他方认可，双方应同这些成员协商，并商定第三名成员，此人应任命为主席。

If the DAB is to comprise three persons, each Party shall nominate one member for the approval of the other Party. The Parties shall consult both these members and shall agree upon the third member, who shall be appointed to act as chairman.

但如果合同中包括有备选成员名单，除有不能或不愿接受 DAB 的任命外，成员应从名单上的人员选择。

However, if a list of potential members is included in the Contract, the members shall be selected from those on the list, other than anyone who is unable or unwilling to accept appointment to the DAB.

双方与该唯一成员（裁决人）、或该三人成员的每个人间的协议书，应参考本通用条件附录的争端裁决协议书一般条件，结合他们间商定的此类修订意见拟订。

The agreement between the Parties and either the sole member (“adjudicator”) or each of the three members shall incorporate by reference the General Conditions of Dispute Adjudication Agreement contained in the Appendix to these General Conditions, with such amendments as are agreed between them.

该唯一成员或三人成员中的每个人的报酬条件，应由双方在协商任命条件时共同商定。每方应负担上述报酬的一半。

The terms of the remuneration of either the sole member or each of the three members shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

如果经双方同意，他们可以在任何时候任命一位或几位有适当资格的人员，替代 DAB 的任何一位或几位成员。除非双方另有协议，在某一成员拒绝履行职责，或因其死亡、无行为能力、辞职、或任命期满而不能履行职责时，上述替代任命即告生效。替代任命应按照本条款所述对被替代人在提名或商定时所需的同样方式进行。

If at any time the Parties so agree, they may appoint a suitably qualified person or persons to replace any one or more members of the DAB. Unless the Parties agree otherwise, the appointment will come into effect if a member declines to act or is unable to act as a result of death, disability, resignation or termination of appointment. The replacement shall be appointed in the same manner as the replaced person was required to have been nominated or agreed upon, as described in this Sub-Clause.

对任何成员的任命，可以经过双方相互协议终止，但雇主或承包商都不能单独采取行动。除非双方另有协议，对 DAB（包括每位成员）的任命应在 DAB 已就根据第 20.4 款提交给它的争端做出决定时期满，除非这时又有其他争端根据第 20.4 款提交给 DAB，在此情况下，相应的期满日期应是 DAB 也对这些争端做出决定时。

The appointment of any member may be terminated by mutual agreement of both Parties, but not by the Employer or the Contractor acting alone. Unless otherwise agreed by both Parties, the appointment of the DAB (including each member) shall expire when the DAB has given its decision on the dispute referred to it under Sub-Clause 20.4, unless other disputes have been referred to the DAB by that time under Sub-Clause 20.4, in which event the relevant

date shall be when the DAB has also given decisions on those disputes.

20.3 对争端裁决委员会未能取得一致时 / Failure to Agreement Dispute Adjudication Board

如果下列任一情况适用，即：

If any of the following conditions apply, namely:

- (a) 到第 20.2 款第一段规定的日期，双方未能就 DAB 唯一成员的任命达成一致意见；
the Parties fail to agree upon the appointment of the sole member of the DAB by the date stated in the first paragraph of Sub-Clause 20.2.
- (b) 到该日期，任一方未能提名 DAB 三人成员中的一人（供一方认可）；
either Party fails to nominate a member (for approval by the other Party) of a DAB of three persons by such date,
- (c) 到该日期，双方未能就 DAB 第三位成员（将担任主席）的任命达成一致意见；或
the Parties fail to agree upon the appointment of the third member (to act as chairman) of the DAB by such date, or
- (d) 在唯一成员或三人成员中的一人拒绝履行职责，或因其死亡、无行为能力、辞职、或任命期满而不能履行职责后 42 天内，双方未能就任命一名替代人员达成一致意见；
the Parties fail to agree upon the appointment of a replacement person within 42 days after the date on which the sole member or one of the three members declines to act or is unable to act as a result of death, disability, resignation or termination of appointment,

这时，在专用条件中指名的任命实体或职员，应在任一方或双方请求下，并经与双方做应有的协商后，任命 DAB 该成员。此项任命应是最终的，决定性的。每方应负责支付给该指定实体或官员报酬的一半。

then the appointing entity or official named in the Particular Conditions shall, upon the request of either or both of the Parties and after due consultation with both Parties appoint this member of the DAB. This appointment shall be final and conclusive. Each Party shall be responsible for paying one-half of the remuneration of the appointing entity or official.

20.4 取得争端裁决委员会的决定 / Obtaining Dispute Adjudication Board's Decision

如果双方间发生了有关或起因于合格或工程实施的争端（不论任何种类），

包括对雇主的任何证明、确定、指示、意见或估价的任何争端，在已依照第 20.2 款[争端裁决委员会的任命]和第 20.3 款[对争端裁决委员会未能取得一致]的规定任命 DAB 后，任一方可以将该争端事项以书面形式提交 DAB，并将副本送另一方，委托 DAB 做出裁定。此项委托应说明是根据本款规定做出的。

If a dispute (of any kind whatsoever) arises between the Parties in connection with, or arising out of, the Contract or the execution of the Works, including any dispute as to any certificate, determination, instruction, opinion or valuation of the Employer, then after a DAB has been appointed pursuant to Sub-Clause 20.2 [Appointment of the DAB] and 20.3[Failure to Agree DAB], either Party may refer the dispute in writing to the DAB for its decision, with a copy to the other Party. Such reference shall state that it is given under this Sub-Clause.

对于 3 人 DAB，该 DAB 应被认为，在其主席收到委托的日期已收到该项委托。

For a DAB of three persons, the DAB shall be deemed to have received such reference on the date when it is received by the chairman of the DAB.

双方应立即向 DAB 提供，DAB 为对该争端做出决定可能需要的所有资料、现场进入权及相应设施。DAB 应被认为不是在进行仲裁人的工作。

Both Parties shall promptly make available to the DAB all information, access to the Site, and appropriate facilities, as the DAB may require for the purposes of making a decision on such dispute. The DAB shall be deemed to be not acting as arbitrator(s).

DAB 应在收到此项委托、或附录——争端裁决协议书一般条件第 6 条中提到的预付款额，二者中较晚的日期后 84 天内，或在可能由 DAB 建议并经双方认可的此类其他期限内，提出它的决定，决定应是有理由的，并说明是根据本款规定提出的。但是，如果任一方未能对每未成员按照附录第 6 条的规定提交的发票全部付清，在直到该发票全部被付清前，DAB 应有权不提交它的决定。决定应对双方具有约束力，双方都应立即遵照执行，除非并直到如下文所述，决定在友好解决或仲裁裁决中应做出修改。除非合同已被放弃、拒绝、或终止，承包商应继续按照合同进行工程。

Within 84 days after receiving such reference, or the advance payment referred to in Clause 6 of the Appendix-General Conditions of the Dispute Adjudication Agreement, whichever date is later, or within such other period as may be proposed by the DAB and approved by both Parties, the DAB shall give its decision, which shall be reasoned and shall state that it is given under this Sub-Clause. However, if neither of the Parties has paid in full the invoices submitted by each Member pursuant to Clause 6 of the Appendix, the DAB shall not be obliged to give its decision until such invoices have been paid in full. The decision shall be binding on both Parties, who shall promptly give

effect to it unless and until it shall be revised in an amicable settlement or an arbitral award as described below. Unless the Contract has already been abandoned, repudiated or terminated, the Contractor shall continue to proceed with the Works in accordance with the Contract.

如果任一方对 DAB 的决定不满意，可以在收到该决定通知后 28 天内，将其不满向另一方发出通知。如果 DAB 未能在收到此项委托或此项付款后 84 天（或经认可的其他）期限内，提出其决定，则任一方可以在该期限期满后 28 天内，向另一方发出不满的通知。

If either Party is dissatisfied with the DAB's decision, then either Party may, within 28 days after receiving the decision, give notice to the other Party of its dissatisfaction. If the DAB fails to give its decision within the period of 84 days (or as otherwise approved) after receiving such reference or such payment, then either Party may, within 28 days after this period has expired, give notice to the other Party of its dissatisfaction.

在上述任一情况下，表示不满的通知应说明是根据本款规定发出的，并应说明争端的事项和不满的理由。除第 20.7 款[未能遵守争端裁决委员会的决定]和第 20.8 款[争端裁决委员会任命期满]所述情况外，除非已按本款规定发出表示不满的通知，任一方都无权着手争端的仲裁。

In either event, this notice of dissatisfaction shall state that it is given under this Sub-Clause, and shall set out the matter in dispute and the reason(s) for dissatisfaction. Except as stated in Sub-Clause 20.7[Failure to Comply with Dispute Adjudication Board's Decision] and Sub-Clause 20.8[Expiry of Dispute Adjudication Board's Appointment], neither Party shall be entitled to commence arbitration of a dispute unless a notice of dissatisfaction has been given in accordance with this Sub-Clause.

20.5 友好解决 / Amicable Settlement

如果 DAB 已就争端事项向双方提交了它的决定，而任一方在收到 DAB 决定后 28 天内，均未发出表示不满的通知，则该决定应作为最终的、对双方均有约束力。

If the DAB has given its decision as to a matter in dispute to both Parties, and no notice of dissatisfaction has been given by either Party within 28 days after it received the DAB's decision, then the decision shall become final and binding upon both Parties.

如果已按照上述第 20.4 款发出了表示不满的通知，双方应在着手仲裁前，努力以友好方式来解决争端。但是，除非双方另有协议，仲裁可以在表示不满的通知发出后第 56 天或其后着手进行，即使未曾做过友好解决的努力。

Where notice of dissatisfaction has been given under Sub-Clause 20.4 above,

both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, arbitration may be commenced on or after the fifty-sixth day after the on which notice of dissatisfaction was given, even if no attempt at amicable settlement has been made.

20.6 仲裁 / Arbitration

经 DAB 对之做出的决定（如果有）未能成为最终的和有约束力的任何争端，除非已获得友好解决，应通过国际仲裁对其作出最终裁决。除非双方另有协议：

Unless settled amicably, any dispute in respect of which the DAB's decision (if any) has not become final and binding shall be finally settled by international arbitration. Unless otherwise agreed by both Parties:

- (a) 争端应根据国际商会仲裁规则最终解决；
the dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce,
- (b) 争端应由按照上述规则任命的三位仲裁人负责解决；
the dispute shall be settled by three arbitrators appointed in accordance with these Rules, and
- (c) 仲裁应以第 1.4 款[法律和语言]规定的交流语言进行。
the arbitration shall be conducted in the language for communications defined in Sub-Clause 1.4[Law and Language].

仲裁人应有权公开、审查和修改与该争端有关的雇主（或其代表）发出的任何证书、确定、指示、意见、或估价，以及 DAB 的任何决定。

The arbitrator(s) shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of (or on behalf of) the Employer, and any decision of the DAB, relevant to the dispute.

任一方在仲裁人面前的诉讼中，应不受以前为获得 DAB 的决定而向其提供的证据或论据、或在其表示不满的通知中提出的不满意理由的限制。DAB 的任何决定都应可以作为仲裁中的证据。

Neither Party shall be limited in the proceedings before the arbitrator(s) to the evidence or arguments previously put before the DAB to obtain its decision, or to the reasons for dissatisfaction given in its notice of dissatisfaction. Any decision of the DAB shall be admissible in evidence in the arbitration.

仲裁在工程竣工前或竣工后，都可以着手进行。双方与 DAB 的义务，不得因为在工程进行过程中正在进行任何仲裁而改变。

Arbitration may be commenced prior to or after completion of the Works. The obligations of the Parties and the DAB shall not altered by reason of any arbitration being conducted during the progress of the Works.

20.7 未能遵守争端裁决委员会的决定 / Failure to Comply with Dispute Adjudication Board's Decision

在以下情况下：

In the event that:

- (a) 任一方在第 20.4 款[取得争端裁决委员会的决定]中规定的期限内均未发出表示不满的通知；
neither Party has given notice of dissatisfaction within the period stated in Sub-Clause 20.4[Obtaining Dispute Adjudication Board's Decision],
- (b) DAB 的有关决定（如果有）已成为最终的、有约束力的；
the DAB's related decision (if any) has become final and binding, and
- (c) 有一方未遵守上述决定。
a Party fails to comply with this decision

这时，另一方可以在不损害其可能拥有的其他权利的情况下，根据第 20.6 款[仲裁]的规定，将上述未遵守决定的事项提交仲裁。在此情况下，第 20.4 款[取得争端裁决委员会的决定]和第 20.5 款[友好解决]的规定应不适用。
then the other Party may, without prejudice to any other rights it may have, refer the failure itself to arbitration under Sub-Clause 20.6 [Arbitration]. Sub-Clause 20.4[Obtaining Dispute Adjudication Board's Decision] and Sub-Clause 20.5[Amicable Settlement] shall not apply to this reference.

20.8 争端裁决委员会任命期满 / Expiry of Dispute Adjudication Board's Appointment

如果双方间因与合同或工程实施相关或由其引起的问题产生争端。且又因 DAB 任命期满或其他原因，没有 DAB 进行工作，则：

If a dispute arises between the Parties in connection with, or arising out of, the Contract or the execution of the Works and there is no DAB in place, whether by reason of the expiry of the DAB's appointment or otherwise:

- (a) 第 20.4 款[取得争端裁决委员会的决定]和第 20.5 款[友好解决]的规定应不适用；
Sub-Clause 20.4 [Obtaining Dispute Adjudication Board's Decision] and Sub-Clause 20.5[Amicable Settlement] shall not apply, and

- (b) 此项争端可以根据第 20.6 款[仲裁]的规定，直接提交仲裁。
The dispute may be referred directly to arbitration under Sub-Clause 20.6[Arbitration].