



Fédération Internationale Des Ingénieurs-Conseils
Conditions of Contract for Construction for Building and
Engineering Works Designed by the Employer

由业主设计的建筑和工程施工合同条件

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General Conditions 通用条件

1. General Provisions 一般规定

1.1 Definitions 定义

In the Contract the following words and expressions shall have the meanings stated, except where the context requires otherwise

在合同中，除上下文另有规定外，下列词语和词句应具有所述含义。

1.1.1 “Accepted Contract Amount” means the amount accepted in the Letter of Acceptance for the execution of the Works in accordance with the Contract.

“接受合同金额”是指对按照合同规定施工而在中标函中接受的金额。

1.1.2 “Advance Payment Certificate” means a Payment Certificate issued by the Engineer for advance payment under Sub-Clause 14.2.2 [Advance Payment Certificate].

“预付款证书”是指工程师根据第 14.2.2 款[预付款证明]签发的预付款证书。

1.1.3 “Advance Payment Guarantee” means the guarantee under Sub-Clause 14.2.1 [Advance Payment Guarantee].

“预付款保函”是指第 14.2.1 款[预付款保函]规定的担保。

1.1.4 “Base Date” means the date 28 days before the latest date for submission of the Tender.

“基准日期”指提交投标文件截止日期前 28 天的当日。

1.1.5 “Bill of Quantities” means the document entitled bill of quantities (if any) included in the Schedules.

“工程量清单”指列入附表的题为工程量清单(如有的话)的文件。

1.1.6 “Claim” means a request or assertion by one Party to the other Party for an entitlement or relief under any Clause of these Conditions or otherwise in connection with, or arising out of, the Contract or the execution of the Works.

“索要”是指合同一方根据本条件的任何条文或根据与本合同或实施本工程的有关或由此产生的其他理由向另一方要求或者坚持要求某项权利或补偿。

1.1.7 “Commencement Date” means the date as stated in the Engineer’s Notice issued under Sub-Clause 8.1 [Commencement of Works].

“开工日期”指根据第 8.1 款 [开工]发出的工程师通知书中所载的日期。

1.1.8 “Compliance Verification System” means the compliance verification system to be prepared and implemented by the Contractor for the Works in accordance with Sub-Clause 4.9.2 [Compliance Verification System].

“履约核实制度”是指承包人根据第 4.9.2 款[履约核实制度]为工程准备和实施的履约核查制度。



1.1.9 “Conditions of Contract” or “these Conditions” means these General Conditions as amended by the Particular Conditions.

“合同条件”或“本条件”是指经专用条款修正后的本一般条件。

1.1.10 “Contract” means the Contract Agreement, the Letter of Acceptance, the Letter of Tender, any addenda referred to in the Contract Agreement, these Conditions, the Specification, the Drawings, the Schedules, the Contractor’s Proposal, the JV Undertaking (if applicable) and the further documents (if any) which are listed in the Contract Agreement or in the Letter of Acceptance.

“合同(Contract)”指合同协议书、中标函、投标函、合同协议书中提到的任何附录、本合同条件、规范、图纸、资料表、承包人的建议、合资备忘录（如有）以及在合同协议书或中标函中列明的其它进一步的文件。

1.1.11 “Contract Agreement” means the agreement entered into by both Parties in accordance with Sub-Clause 1.6 [Contract Agreement].

“合同协议书”指第 1.6 款[合同协议]中所说明的合同协议。

1.1.12 “Contract Data” means the pages, entitled contract data which constitute Part A of the Particular Conditions.

“合同资料”是指构成专用条款 A 部分的标题为合同资料的文本。

1.1.13 “Contract Price” means the price defined in Sub-Clause 14.1 [The Contract Price].

“合同价格”是指第 14.1 款[合同价格]中规定的价格。

1.1.14 “Contractor” means the person(s) named as contractor in the Letter of Tender accepted by the Employer and the legal successors in title of such person(s).

“承包人”指在雇主收到的投标函中指明为承包人的当事人(一个或多个)及其合法继承人。

1.1.15 “Contractor’s Documents” means the documents prepared by the Contractor as described in Sub-Clause 4.4 [Contractor’s Documents], including calculations, digital files, computer programs and other software, drawings, manuals, models, specifications and other documents of a technical nature.

“承包人文件”是指承包人在第 4.4 款[承包人文件]中所述的文件，包括计算、数字文件、计算机程序和其他软件、图纸、手册、模型、规格和其他技术性文件。

1.1.16 “Contractor’s Equipment” means all apparatus, equipment, machinery, construction plant, vehicles and other items required by the Contractor for the execution of the Works. Contractor’s Equipment excludes Temporary Works, Plant, Materials and any other things intended to form or forming part of the Permanent Works.

“承包人设备”是指承包人为施工所需的所有设备、机械、建筑装备、车辆和其他物品。承包人的设备不包括临时工程、装备、材料和任何其他旨在构成或构成永久工程一部分的物品。

1.1.17 “Contractor’s Personnel” means the Contractor’s Representative and all personnel whom



the Contractor utilises on Site or other places where the Works are being carried out, including 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.

“承包人人员”是指承包人代表和承包人在进行工程的现场或其他地方使用的所有人员，包括承包人和每个分包商的工作人员、劳工和其他雇员；以及协助承包人执行工程的任何其他人员。

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

“承包人代表”是指承包人在合同中指定的自然人或承包人根据第 4.3 款[承包人代表]指定的代表承包人行事的自然人。

1.1.19 “Cost” means all expenditure reasonably incurred (or to be incurred) by the Contractor in performing the Contract, whether on or off the Site, including taxes, overheads and similar charges, but does not include profit. Where the Contractor is entitled under a Sub-Clause of these Conditions to payment of Cost, it shall be added to the Contract Price.

“成本”是指承包人为履行合同而合理发生(或将要发生的)一切支出，不论是在工地上还是在场外，包括税收、管理费用和类似费用，但不包括利润。如果承包人根据本条件中的一项条款有权要求支付，则应将其列入到合同价格中。

1.1.20 “Cost Plus Profit” means Cost plus the applicable percentage for profit stated in the Contract Data (if not stated, five percent (5%)). Such percentage shall only be added to Cost, and Cost Plus Profit shall only be added to the Contract Price, where the Contractor is entitled under a Sub-Clause of these Conditions to payment of Cost Plus Profit.

“成本加利润”是指成本加上合同资料中所述利润的适用百分比(如果没有说明，则为 5%)。如果承包人根据本条件的一项条款有权获得成本加利润的付款，该百分比只应被添加到成本中，而成本加利润只加到合同价格中。

1.1.21 “Country” means the country in which the Site (or most of it) is located, where the Permanent Works are to be executed.

“国家”是指将永久工程的施工地点(或大部分)所在的国家。

1.1.22 “DAAB” or “Dispute Avoidance/Adjudication Board” means the sole member or three members (as the case may be) so named in the Contract, or appointed under Sub-Clause 21.1 [Constitution of the DAAB] or Sub-Clause 21.2 [Failure to Appoint DAAB Member(s)].

“DAAB”或“争端避免/裁决委员会”是指合同中指定的唯一成员或三名成员(视情况而定)，或根据第 21.1 款(DAAB 的组成)或第 21.2 款(未指定 DAAB 成员)所指定的成员。

1.1.23 “DAAB Agreement” means the agreement signed or deemed to have been signed by both Parties and the sole member or each of the three members (as the case may be) of the DAAB in accordance with Sub-Clause 21.1 [Constitution of the DAAB] or Sub-Clause 21.2 [Failure to Appoint DAAB Member(s)], incorporating by reference the General Conditions of Dispute Avoidance/Adjudication Agreement contained in the Appendix to these General Conditions with



such amendments as are agreed.

“DAAB 协议”是指由双方和 DAAB 的唯一成员或三名成员(视情况而定)根据第 21.1 款 [DAAB 章程]或第 21.2 款[未能任命 DAAB 成员]签署或被视为已签署的协议,并通过引用纳入附录中所载的“避免争端一般条件/裁决协定”的一般条件,在双方同意的情况下进行的此类修订。

1.1.24 “Date of Completion” means the date stated in the Taking-Over Certificate issued by the Engineer; or, if the last paragraph of Sub-Clause 10.1 [Taking Over the Works and Sections] applies, the date on which the Works or Section are deemed to have been completed in accordance with the Contract; or, if Sub-Clause 10.2 [Taking Over Parts] or Sub-Clause 10.3. [Interference with Tests on Completion] applies, the date on which the Works or Section or Part are deemed to have been taken over by the Employer.

“竣工日期”是指工程师签发的接收证书中载明的日期;或者,如果适用第 10.1 款[工程和分项工程的接管]的最后一款,则认为工程或分项工程已按照合同约定竣工的日期;或者,如果适用第 10.2 款[接管部分]或第 10.3 款。[对完工检验的冲突]适用,即工程或分项工程或部分被雇主视为接管的日期。

1.1.25 “day” means a calendar day. “日”是指日历日

1.1.26 “Daywork Schedule” means the document entitled daywork schedule (if any) included in the Contract, showing the amounts and manner of payments to be made to the Contractor for labour, materials and equipment used for daywork under Sub-Clause 13.5 [Daywork].

“计日工表”是指合同中题为“计日工表的文件(如有)”的文件,其中载明根据第 13.5 款[计日工]向承包人支付用于计日工的劳动力、材料和设备的金额和付款方式。

1.1.27 “Defects Notification Period” or “DNP” means the period for notifying defects and/or damage in the Works or a Section or a Part (as the case may be) under Sub-Clause 11.1 [Completion of Outstanding Work and Remedying Defects], as stated in the Contract Data (if not stated, one year), and as may be extended under Sub-Clause 11.3 [Extension of Defects Notification Period]. This period is calculated from the Date of Completion of the Works or Section or Part.

“缺陷通知期”或“DNP”指根据第 11.1 款[未完成的工程和补救缺陷]通知工程或区段或部分(视情况而定)的缺陷和/或损坏的期限(如果没有说明,则为一年),并可根据第 11.3 款[缺陷通知期的延长]予以延长。这段时间是从工程、分项或部分工程完成之日起计算。

1.1.28 “Delay Damages” means the damages for which the Contractor shall be liable under Sub-Clause 8.8 [Delay Damages] for failure to comply with Sub-Clause 8.2 [Time for Completion].

“误期损害赔偿”是指承包人应根据第 8.8 款[误期损害赔偿]对违反第 8.2 款[竣工时间]承担的损害赔偿。

1.1.29 “Dispute” means any situation where: “争议”是指下列情况:

(a) one Party makes a claim against the other Party (which may be a Claim, as defined in these Conditions, or a matter to be determined by the Engineer under these Conditions, or otherwise);



一方向另一方提出索要(这可能是本条件所规定的索要,也可能是工程师在这些条件下决定的事项,或其他事项);

(b) the other Party (or the Engineer under Sub-Clause 3.7.2 [Engineer's Determination]) rejects the claim in whole or in part; and

另一方(或工程师根据第 3.7.2 款[工程师的决定]拒绝全部或部分索要;

(c) the first Party does not acquiesce (by giving a NOD under Sub-Clause 3.7.5 [Dissatisfaction with Engineer's determination] or otherwise), provided however that a failure by the other Party (or the Engineer) to oppose or respond to the claim, in whole or in part, may constitute a rejection if, in the circumstances, the DAAB or the arbitrator(s), as the case may be, deem it reasonable for it to do so.

先方不予认可(根据 3.7.5 条 [对工程师决定的不服]没有接受或其他情况),但如果另一方(或工程师)不全部或部分地反对或答复索要,如果在这种情况下,争端避免/裁决委员会或仲裁员(视情况而定)认为这样做是合理的,则可构成拒绝。

1.1.130 "Drawings" means the drawings of the Works included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract.

“图纸”是指合同中包括的工程图纸,以及由雇主(或代表)根据合同签发的任何附加和修改的图纸。

1.1.131 "Employer" means the person named as the employer in the Contract Data and the legal successors in title to this person.

“雇主”是指合同文件中指定为雇主的人和该人的合法所有权继承人。

1.1.132 "Employer's Equipment" means the apparatus, equipment, machinery, construction plant and/or vehicles (if any) to be made available by the Employer for the use of the Contractor under Sub-Clause 2.6 [Employer-Supplied Materials and Employer's Equipment]; but does not include Plant which has not been taken over under Clause 10 [Employer's Taking Over].

“雇主的设备”指雇主根据第 2.6 款[雇主提供的材料及雇主的设备]提供予承建商使用的器具、设备、机械、建造装备及/或车辆(如有);但不包括根据第 10 款[雇主接管]尚未接管的设备。

1.1.133 "Employer's Personnel" means the Engineer, the Engineer's Representative (if appointed), the assistants described in Sub-Clause 3.4 [Delegation by the Engineer] and all other staff, labour and other employees of the Engineer and of the Employer engaged in fulfilling the Employer's obligations under the Contract; and any other personnel identified as Employer's Personnel, by a Notice from the Employer or the Engineer to the Contractor.

“雇主人员”是指工程师、工程师代表(如任命)、第 3.4 款[工程师授权]所述助理人员以及从事履行合同规定的雇主义务的工程师和雇主的所有其他人员、劳工和其他雇员;以及雇主或工程师向承包人发出通知确定为雇主人员的任何其他人员。

1.1.134 "Employer-Supplied Materials" means the materials (if any) to be supplied by the



Employer to the Contractor under Sub-Clause 2.6 [Employer-Supplied Materials and Employer's Equipment].

“雇主提供的材料”是指雇主根据第 2.6 款[雇主提供的材料和雇主的设备]向承包人提供的材料(如有)。

1.1.35 “Engineer” means the person named in the Contract Data appointed by the Employer to act as the Engineer for the purposes of the Contract, or any replacement appointed under Sub-Clause 3.6 [Replacement of the Engineer].

“工程师”是指雇主合同文件中为合同的目的而指定担任工程师的人, 或根据第 3.6 款[工程师的替换]指定的任何替换人员。

1.1.36 “Engineer's Representative” means the natural person who may be appointed by the Engineer under Sub-Clause 3.3 [Engineer's Representative].

“工程师代表”指根据第 3.3 款[工程师代表]可由工程师任命的自然人。

1.1.37 “Exceptional Event” means an event or circumstance as defined in Sub-Clause 18.1 [Exceptional Events].

“异常事件”是指第 18.1 款[异常事件]所规定的事件或情况。

1.1.38 “Extension of Time” or “EOT” means an extension of the Time for Completion under Sub-Clause 8.5 [Extension of Time for Completion].

“延长工期”或“EOT”是指根据第 8.5 款[延长竣工时间]延长竣工时间。

1.1.39 “FIDIC” means the Fédération Internationale des Ingénieurs-Conseils, the International Federation of Consulting Engineers.

国际工程师联合会, 国际咨询工程师联合会。

1.1.40 “Final Payment Certificate” or “FPC” means the payment certificate issued by the Engineer under Sub-Clause 14.13 [Issue of FPC].

“最终付款证书”或“FPC”是指工程师根据第 14.13 款[最终付款证书的签发]签发的付款证书。

1.1.41 “Final Statement” means the Statement defined in Sub-Clause 14.11.2 [Agreed Final Statement].

“最终结算报表”是指第 14.11.2 款[商定的最终结算报表]中规定的报表。

1.1.42 “Foreign Currency” means a currency in which part (or all) of the Contract Price is payable, but not the Local Currency.

“外币”是指支付合同价款的一部分[或全部]的货币, 而不是当地货币。

1.1.43 “General Conditions” means this document entitled “Conditions of Contract for Construction for Building and Engineering Works designed by the Employer”, as published by FIDIC.

“一般条件”是指由 FIDIC 公布的题为“业主设计的建筑和工程施工合同条件”的本文件。



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

“货物”是指承包人的设备、材料、装备和临时工程，或视情况指其中之一。

1.1.45 “Interim Payment Certificate” or “IPC” means a Payment Certificate issued by the Engineer for an interim payment under Sub-Clause 14.6 [Issue of IPC].

“临时付款证书”或“IPC”是指工程师根据第 14.6 款[临时付款证书的签发]为临时付款签发的付款证书。

1.1.46 “Joint Venture” or “JV” means a joint venture, association, consortium or other unincorporated grouping of two or more persons, whether in the form of a partnership or otherwise.

“联营企业”或“JV”是指由两人或两人以上组成的合资企业、协会、联营集团或其他非法人团体，不论其形式是合伙还是其他形式。

1.1.47 “JV Undertaking” means the letter provided to the Employer as part of the Tender setting out the legal undertaking between the two or more persons constituting the Contractor as a JV. This letter shall be signed by all the persons who are members of the JV, shall be addressed to the Employer and shall include:

“联营企业承诺书”是指作为投标文件的一部分而提供给雇主的函件，其中列明构成该承包人的两人或多人之间作为联营企业的法律承诺。该函件应由作为其成员的所有人签署，应寄给雇主，并应包括：

(a) each such member’s undertaking to be jointly and severally liable to the Employer for the performance of the Contractor’s obligations under the Contract;

每个成员承诺对业主履行合同规定的承包人义务负有连带责任；

(b) identification and authorisation of the leader of the JV; and

联营企业负责人的身份和授权；以及

(c) identification of the separate scope or part of the Works (if any) to be carried out by each member of the JV.

确定由联营公司的各成员进行的单独的或部分工程范围（如有）。

1.1.48 “Key Personnel” means the positions (if any) of the Contractor’s Personnel, other than the Contractor’s Representative, that are stated in the Specification.

“主要人员”是指规范中所指的除承包人代表以外的承包人人员的职位(如有)。

1.1.49 “Laws” means all national (or state or provincial) legislation, statutes, acts, decrees, rules, ordinances, orders, treaties, international law and other laws, and regulations and by-laws of any legally constituted public authority.

“法律”是指所有国家（或州或省）任何依法成立的公共当局颁布的立法、法规、法令、裁定、规则、条例、命令、条约、国际法和其他法律、规章和规定。



1.1.50 “Letter of Acceptance” means the letter of formal acceptance, signed by the Employer, of the Letter of Tender, including any annexed memoranda comprising agreements between and signed by both Parties. If there is no such letter of acceptance, the expression “Letter of Acceptance” means the Contract Agreement and the date of issuing or receiving the Letter of Acceptance means the date of signing the Contract Agreement.

“中标函”是指由雇主签署的投标函的正式接受函件，包括由双方签署的协议组成的任何附件备忘录。如无该“中标函”，“中标函”一词是指合同协议书，而发出或收到中标函的日期是指签订合同协议的日期。

1.1.51 “Letter of Tender” means the letter of tender, signed by the Contractor, stating the Contractor’s offer to the Employer for the execution of the Works.

“投标函”是指由承包人签署的标书，陈述承包人向业主提出的实施工程的意愿。

1.1.52 “Local Currency” means the currency of the Country.

“本地货币”是指工程所在国家的货币。

1.1.53 “Materials” means things of all kinds (other than Plant), whether on the Site or otherwise allocated to the Contract and 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.

“材料”是指各种物品(装备除外)，不论是在现场或以其他方式用于合同工程，并构成或拟构成永久工程的一部分，包括承包人根据合同提供的仅供材料(如有)。

1.1.54 “month” is a calendar month (according to the Gregorian calendar).

“月”是一个日历月（按公历）。

1.1.55 “No-objection” means that the Engineer has no objection to the Contractor’s Documents, or other documents submitted by the Contractor under these Conditions, and such Contractor’s Documents or other documents may be used for the Works.

“无异议”是指工程师不反对承包人的文件或承包人在本条件下提交的其他文件，该承包人的文件或其他文件可用于工程。

1.1.56 “Notice” means a written communication identified as a Notice and issued in accordance with Sub-Clause 1.3 [Notices and Other Communications].

“通知”是指按照第 1.3 款[通知和其他通信]发出的书面通知。

1.1.57 “Notice of Dissatisfaction” or “NOD” means the Notice one Party may give to the other Party if it is dissatisfied, either with an Engineer’s determination under Sub-Clause 3.7 [Agreement or Determination] or with a DAAB’s decision under Sub-Clause 21.4 [Obtaining DAAB’s Decision].

“不满意通知”或“NOD”是指一方对另一方不满意，以及对工程师根据第 3.7 款[商议或决定]作出的决定或根据第 21.4 款[得到争端裁决委员会的决定]作出的决定不满意时，向另一方发出的通知。



1.1.58 “Part” means a part of the Works or part of a Section (as the case may be) which is used by the Employer and deemed to have been taken over under Sub-Clause 10.2 [Taking Over Parts].

“部分”指雇主使用并视为已根据第 10.2 款[部分接管]接管的部分工程或区段(视情况而定)。

1.1.59 “Particular Conditions” means the document entitled particular conditions of contract included in the Contract, which consists of Part A – Contract Data and Part B – Special Provisions.

“专用条款”是指合同中包含的专用合同条件的文件, 其中包括 A 部分-合同文件和 B 部分-专用条款。

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

“Parties” means both the Employer and the Contractor.

“当事方”是指雇主或承包人, 根据上下文而定。

“所有当事方”是指雇主和承包人。

1.1.61 “Payment Certificate” means a payment certificate issued by the Engineer under Clause 14 [Contract Price and Payment].

“付款证书”是指工程师根据第 14 款[合同价格及付款]发出的付款证明书。

1.1.62 “Performance Certificate” means the certificate issued by the Engineer (or deemed to be issued) under Sub-Clause 11.9 [Performance Certificate].

“完工证书”是指工程师根据第 11.9 款[完工证书]签发(或视为已签发)的证书(或视为已签发)。

1.1.63 “Performance Security” means the security under Sub-Clause 4.2 [Performance Security].

“履约担保”是指第 4.2 款[履约担保]项下的担保。

1.1.64 “Permanent Works” means the works of a permanent nature which are to be executed by the Contractor under the Contract.

“永久工程”是指承包人根据合同施工的永久性工程。

1.1.65 “Plant” means the apparatus, equipment, machinery and vehicles (including any components) whether on the Site or otherwise allocated to the Contract and intended to form or forming part of the Permanent Works.

“装备”系指在现场或别处分配用于本合同工程并构成或拟构成永久工程一部分的用具、机具、机器和车辆(连同所有的配件)。

1.1.66 “Programme” means a detailed time programme prepared and submitted by the Contractor to which the Engineer has given (or is deemed to have given) a Notice of No-objection under Sub-Clause 8.3 [Programme].

“计划”是指由承包人编制并提交的详细的时间计划, 其中工程师已根据第 8.3[计划]的规定发出(或被认为已发出)无异议通知。

1.1.67 “Provisional Sum” means a sum (if any) which is specified in the Contract by the Employer as a provisional sum, for the execution of any part of the Works or for the supply of Plant, Materials or services under Sub-Clause 13.4 [Provisional Sums].



“暂付款”指雇主在合约中指明为临时款项的款项(如有),用以实施工程的任何部分,或根据第 13.4 款[暂付款]提供装备、物料或服务。

1.1.68 “QM System” means the Contractor’s quality management system (as may be updated and/or revised from time to time) in accordance with Sub-Clause 4.9.1 [Quality Management System].

“质量管理体系”是指承包人按照第 4.9.1 款[质量管理体系]的规定,不时更新和/或修订的质量管理体系。

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

“留存金”是指雇主根据第 14.3 款[暂付款申请]保留并根据第 14.9 款[留存金的释放]支付的累计留存金。

1.1.70 “Review” means examination and consideration by the Engineer of a Contractor’s submission in order to assess whether (and to what extent) it complies with the Contract and/or with the Contractor’s obligations under or in connection with the Contract.

“审查”是指工程师对承包人提交的材料进行审查和审议,以评估其是否(和程度上)符合合同和/或承包人根据合同或与合同有关的义务。

1.1.71 “Schedules” means the document(s) entitled schedules prepared by the Employer and completed by the Contractor, as attached to the Letter of Tender and included in the Contract. Such document(s) may include data, lists and schedules of payments and/or rates and prices, and guarantees.

“附表”是指由业主编制并由承包人填写的、附于投标函后并列入合同中题为附表的文件。该等文件包括数据、清单和付款时间表以及(或)费率和价格以及担保。

1.1.72 “Schedule of Payments” means the document(s) entitled schedule of payments (if any) in the Schedules showing the amounts and manner of payments to be made to the Contractor.

“付款时间表”是指附表中题为“付款时间表(如有)”的文件,其中列明应向承包人付款的金额和方式。

1.1.73 “Section” means a part of the Works specified in the Contract Data as a Section (if any).

“区段”是指合同文件中指定为一个区段的工程(如有)。

1.1.74 “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 specified in the Contract as forming part of the Site.

“工地”是指实施永久工程的地点、装备和材料的交付地点,以及合同中规定的构成工地一部分的任何其他地方。

1.1.75 “Special Provisions” means the document (if any), entitled special provisions which constitutes Part B of the Particular Conditions.



“特别条款”是指题名为特别条款的文件(如有), 构成专项条款 B 部分。

1.1.76 “Specification” means the document entitled specification included in the Contract, and any additions and modifications to the specification in accordance with the Contract. Such document specifies the Works.

“规范”是指合同中包含的题名为规范的文件, 以及根据合同对其进行的任何补充和修改。该文件对工程做了详述。

1.1.77 “Statement” means a statement submitted by the Contractor as part of an application for a Payment Certificate under Sub-Clause 14.3 [Application for Interim Payment], Sub-Clause 14.10 [Statement at Completion] or Sub-Clause 14.11 [Final Statement].

“报表”是指承包人根据第 14.3 款[中期付款申请]、第 14.10 款[竣工报表]或第 14.11 款[最终报表]作为付款证书申请的一部分而提交的报表。

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

“分包商”是指合同中指定为分包商的任何人, 或承包人指定为工程一部分的分包商或设计师的任何人; 以及这些人的合法继承人。

1.1.79 “Taking-Over Certificate” means a certificate issued (or deemed to be issued) by the Engineer in accordance with Clause 10 [Employer’s Taking Over].

“接收证书”是指工程师根据第 10 款[雇主接收]签发 (或视为签发) 的证书。

1.1.80 “Temporary Works” means all temporary works of every kind (other than Contractor’s Equipment) required on Site for the execution of the Works.

“临时工程”是指为实施工程而需要在现场的各种临时工程(承包人设备除外)。

1.1.81 “Tender” means the Letter of Tender, the Contractor’s Proposal, the JV Undertaking (if applicable), and all other documents which the Contractor submitted with the Letter of Tender, as included in the Contract.

“投标文件”是指合同中包括的标书、承包人建议书、合营体承诺书(如适用)以及承包人随投标函提交的所有其他文件。

1.1.82 “Tests after Completion” means the tests (if any) which are stated in the Specification and which are carried out in accordance with the Special Provisions after the Works or a Section (as the case may be) are taken over under Clause 10 [Employer’s Taking Over].

“竣工后测试”是指在根据第 10 款[雇主接管]接管工程或区段(视属何情况而定)后, 按照专项规定进行的测试(如有的话)。

1.1.83 “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 under Clause 10 [Employer’s Taking Over].



“完工检验”是指在根据第 10 款[雇主接收]接收工程或部分(视情况)之前, 根据第 9 款[完工检验]进行的依照合同中或者经双方同意或者指示变更的约定的检验,

1.1.84 “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 Contract Data as may be extended under Sub-Clause 8.5[Extension of Time for Completion], calculated from the Commencement Date.

“竣工时间”是指在合同中说明的, 按照第 8.2 款[竣工时间]的规定, 由开工期算起到工程或某区段(视情况而定)完工的时间(包括按照第 8.5 款[延长竣工时间]决定的任何延期)。

1.1.85 “Unforeseeable” means not reasonably foreseeable by an experienced contractor by the Base Date.

“不可预见”是指在基准日期前, 经验丰富的承包人无法合理预见的情况。

1.1.86 “Variation” means any change to the Works, which is instructed as a variation under Clause 13 [Variations and Adjustments].

“变更”是指根据第 13 款[变更及调整]的规定作出对工程的任何变更。

1.1.87 “Works” mean the Permanent Works and the Temporary Works, or either of them as appropriate.

“工程”是指永久工程和临时工程, 或视情况为两者之一。

1.1.88 “year” means 365 days. “年”指 365 天。

1.2 Interpretation 解释

In the Contract, except where the context requires otherwise:

在合同中, 除非文中另有规定, 否则:

(a) words indicating one gender include all genders; and “he”, “his” and “himself” shall be read as “he/she”, “his/her” and “himself/herself” respectively;

表示一种性别的词语包括所有性别; “他”、“他”和“本人”应分别理解为“他/她”、“他/她”和“自己”;

(b) words indicating the singular also include the plural and words indicating the plural also include the singular;

单数形式的词亦包括复数含义, 复数形式的词亦包括单数含义;

(c) provisions including the word “agree”, “agreed” or “agreement” require the agreement to be recorded in writing;

包括“同意”、“批准”或“协议”这些字眼的规定, 要求将涉及的协议书面记录下来, 且

(d) “written” or “in writing” means hand-written, type-written, printed or electronically made, and resulting in a permanent record;

“书面的”或“书面地”指手写、打字、印刷或运用电子技术制做, 并形成了永久性的记录。



(e) “may” means that the Party or person referred to has the choice of whether to act or not in the matter referred to;

“可以”系指所指当事人或个人有权选择是否就所述事项采取行为;

(f) “shall” means that the Party or person referred to has an obligation under the Contract to perform the duty referred to;

“应当”是指所指当事人或个人根据合同有义务履行所指义务;

(g) “consent” means that the Employer, the Contractor or the Engineer (as the case may be) agrees to or gives permission for, the requested matter;

“同意”是指雇主、承包商或工程师(视情况)同意或准许所要求的事项;

(h) “including”, “include” and “includes” shall be interpreted as not being limited to, or qualified by, the stated items that follow;

“包括”应解释为不限于或不受下列所述项目的限制;

(i) words indicating persons or parties shall be interpreted as referring to natural and legal persons (including corporations and other legal entities); and

表示人员或当事人的词语应解释为指自然人和法人(包括公司和其他法律实体); 和

(j) “execute the Works” or “execution of the Works” means the construction and completion of the Works and the remedying of any defects (and shall be deemed to include design to the extent, if any, specified in the Contract)

In any list in these Conditions, where the second-last item of the list is followed by “and” or “or” or “and/or” then all of the list items going before this item shall also be read as if they are followed by “and” or “or” or “and/or” (as the case may be).

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

“实施工程”或“施工”是指工程的建造和竣工以及任何缺陷的补救(并应被视为包括在合同规定的任何范围内的设计)。

在这种情况下任何清单中, 如果清单的最后一项后面跟着“和”或“和/或”, 则本项目之前的所有清单项目也应理解为“和”或“和/或”(视情况)。

在解释这些条件时, 不应考虑到边缘词和其他标题。

1.3 Notices and Other Communications 通知和其他沟通讯息

Wherever these Conditions provide for the giving of a Notice (including a Notice of Dissatisfaction) or the issuing, providing, sending, submitting or transmitting of another type of communication (including acceptance, acknowledgement, advising, agreement, approval, certificate, Claim, consent, decision, determination, discharge, instruction, No-objection, record(s) of meeting, permission, proposal, record, reply, report, request, Review, Statement, statement, submission or any other similar type of communication), the Notice or other communication shall be in writing and:

本条件凡规定发出通知(包括不满意通知)或发出、准备、寄送、提交或传送另一种沟通讯息



(包括认可、回辞、告知、认同、批准、证书、索要、应允、裁定、决定、解除、指示、不反对、会议记录、许可、建议、记录、回应、报告、要求、审核、报表、声明、提交物或所有其他类似沟通讯息)之处，通知与其他沟通讯息均应以书面形式发送，并：

(a) shall be: 应当

(i) a paper-original signed by the Contractor's Representative, the Engineer, or the authorised representative of the Employer (as the case may be); or

由承建商代表、工程师或雇主授权代表(视属何情况而定)签署的文件正本；或

(ii) an electronic original generated from any of the systems of electronic transmission stated in the Contract Data (if not stated, system(s) acceptable to the Engineer), where the electronic original is transmitted by the electronic address uniquely assigned to each of such authorised representatives, or both, as stated in these Conditions; and

由合同文件中所述的任何电子传输系统生成的电子原件(如果没有说明，则由工程师可以接收的系统发送)，其中电子原件是通过分配给每一名此类授权代表的电子地址发送的，或这些条件中所述的这两种电子原件；以及

(b) if it is a Notice, it shall be identified as a Notice. If it is another form of communication, it shall be identified as such and include reference to the provision(s) of the Contract under which it is issued where appropriate;

如果是通知，应标明为通知。如果是另一种形式的通信，则应将其确定为此种形式，并说明正当签发所依据的合同条款。

(c) delivered by hand (against receipt), or sent by mail or courier (against receipt), or transmitted using any of the systems of electronic transmission under sub-paragraph (a)(ii) above; and

以上第(a)(ii)款所指的任何电子传送系统，以人工（凭收据）送达，或以邮件或信使（凭收据）送达；和

(d) delivered, sent or transmitted to the address for the recipient's communications as stated in the Contract Data. However, if the recipient gives a Notice of another address, all Notices and other communications shall be delivered accordingly after the sender receives such Notice.

交付、发送或发送到收件人通信地址按照合同约定的收件人地址。但是，如果收件人发出另一地址的通知，则所有通知和其他通信应在发件人收到该通知后依据该通知交付至所载明的地址。

Where these Conditions state that a Notice or NOD or other communication is to be delivered, given, issued, provided, sent, submitted or transmitted, it shall have effect when it is received (or deemed to have been received) at the recipient's current address under sub-paragraph (d) above. An electronically transmitted Notice or other communication is deemed to have been received on the day after transmission, provided no non-delivery notification was received by the sender.

All Notices, and all other types of communication as referred to above, shall not be unreasonably withheld or delayed.

如该等条件述明须交付、发出、规定、送交、提交或传送通知、不服或其他通讯，则该通知或其他函件在收件人根据上文(d)款的现时地址收到(或当作已收到)时，即具有效力。电子发



送的通知或其他通信被视为在发送后的第二天收到, 如果发件人没有收到未送达的通知。以上所述的所有通知和所有其他类型的通信, 不应被不合理地拒绝或拖延。

When a Notice or NOD or certificate is issued by a Party or the Engineer, the paper and/or electronic original shall be sent to the intended recipient and a copy shall be sent to the Engineer or the other Party, as the case may be. All other communications shall be copied to the Parties and/or the Engineer as stated under these Conditions or elsewhere in the Contract.

当任何一方或工程师发出通知或不服或证明书时, 该纸质及/或电子正本须送交预期收件人, 并须将副本送交工程师或另一方(视情况)。所有其他通信应按本条款或合同其他条款抄送给双方和/或工程师。

1.4 Law and Language 法律和语言

The Contract shall be governed by the law of the country (or other jurisdiction) stated in the Contract Data (if not stated, the law of the Country), excluding any conflict of law rules.

本合同应受合同文件所述的国家(或其他管辖区域)法律管辖(如果没有说明, 则受合同文件所述的国家法律管辖), 不包括任何冲突法规则。

The ruling language of the Contract shall be that stated in the Contract Data (if not stated, the language of these Conditions). 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 shall prevail.

The language for communications shall be that stated in the Contract Data. If no language is stated there, the language for communications shall be the ruling language of the Contract.

合同的主导语言应为合同文件中所述的语言(如果没有说明, 则为本条款的语言)。如果合同的任何部分有以一种以上语言书写的版本, 则以主导语言版本为准。

通信的语言应为合同文件中所述的语言。如果在合同中没有规定语言, 则通信语言应为合同的主导语言。

1.5 Priority of Documents 文件的优先次序

The documents forming the Contract are to be taken as mutually explanatory of one another. If there is any conflict, ambiguity or discrepancy, the priority of the documents shall be in accordance with the following sequence:

构成合同的文件应视为相互解释。如有任何冲突、歧义或差异, 文件的优先次序应按下列顺序排列:

- (a) the Contract Agreement; 合同协议书
- (b) the Letter of Acceptance; 中标函
- (c) the Letter of Tender; 投标函
- (d) the Particular Conditions Part A – Contract Data; 专用条件 A 部分 – 合同文件
- (e) the Particular Conditions Part B – Special Provisions; 专用条件 B 部分 – 合同文件
- (f) these General Conditions; 本通用条件
- (g) the Specification; 规范
- (h) the Drawings; 图纸
- (i) the Schedules; 资料表
- (j) the JV Undertaking (if the Contractor is a JV); and 合营体承诺书(如承建商为合营体); 及



(k) any other documents forming part of the Contract. 构成合同一部分的任何其他文件。

If a Party finds an ambiguity or discrepancy in the documents, that Party shall promptly give a Notice to the Engineer, describing the ambiguity or discrepancy. After receiving such Notice, or if the Engineer finds an ambiguity or discrepancy in the documents, the Engineer shall issue the necessary clarification or instruction.

如果一方发现文件中有歧义或不一致之处，该方应立即通知工程师，说明其含糊不清或不一致之处。在收到通知后，或如果工程师发现文件中有歧义或不一致之处，工程师应发出必要的澄清或指示。

1.6 Contract Agreement 合同协议书

The Parties shall sign a Contract Agreement within 35 days after the Contractor receives the Letter of Acceptance, unless they agree otherwise. The Contract Agreement shall be based on the form annexed to the Particular Conditions. 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.

If the Contractor comprises a JV, the authorised representative of each member of the JV shall sign the Contract Agreement.

除非双方另有约定，双方应在承包人收到中标函后 35 天内签署合同协议书。合同协议书应以附于专用条件的格式为基础。法律规定的与签署合同协议书中有关的印花税和类似费用(如果有的话)由雇主承担。

如果承包人由合营公司组成，则合营企业各成员的授权代表应签署合同协议。

1.7 Assignment 权益转让

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:

任一方都不得转让整个或部分合同或转让根据合同应得的利益或权益。但任何一方：

(a) may assign the whole or any part of the Contract with the prior agreement of the other Party, at the sole discretion of such other Party; and

经另一方的事先同意可以转让整个或部分合同，决定权完全在于另一方，及

(b) may, as security in favour of a bank or financial institution, assign the Party's right to any moneys due, or to become due, under the Contract without the prior agreement of the other Party.

可未经另一方事先同意的情况下，将其按照合同对任何到期或将到期的金额所享有的权利，以银行或金融机构作为受益人作担保。

1.8 Care and Supply of Documents 文件的保管和提供

The Specification and Drawings shall be in the custody and care of the Employer. Unless otherwise stated in the Contract, two copies of the Contract and of each subsequent Drawing shall be supplied to the Contractor, who may make or request further copies at the cost of the Contractor.

规格书和图纸应由雇主保管和照管。除非合同另有规定，否则雇主应向承包人提供合同及每份后续图纸的两份复印件，承包人可自行复制或要求雇主为其提供更多的复印件，但费用由承包人自理。



Each of the Contractor's Documents shall be in the custody and care of the Contractor, unless and until submitted to the Engineer. The Contractor shall supply to the Engineer one paper-original, one electronic copy (in the form as stated in the Specification or, if not stated, a form acceptable to the Engineer) and additional paper copies (if any) as stated in the Contract Data of each of the Contractor's Documents.

除非提交给工程师，否则承包人的每一份文件都应由承包人保管和照管。承包人应向工程师提供一份纸质原件、一份电子副本(按规范规定的格式，或者，如果没有说明，则提供工程师可以接受的格式)和承包人每一份文件的合同文件中所述的额外纸质副本(如有)。

The Contractor shall keep at all times, on the Site, a copy of:

承包者应随时在现场保存以下文件的副本：

(a) the Contract; 合同

(b) the records under Sub-Clause 6.10 [Contractor's Records] and Sub-Clause 20.2.3 [Contemporary records];

第 6.10 款[承包人记录]和第 20.2.3 款[同期记录]项下的记录；

(c) the publications (if any) named in the Specification; 规范所列出版物(如有的话)；

(d) the Contractor's Documents; 承包人的文件；

(e) the Drawings; and 图纸；及

(f) Variations, Notices and other communications given under the Contract. The Employer's Personnel shall have right of access to all these documents during all normal working hours, or as otherwise agreed with the Contractor.

If a Party (or the Engineer) becomes aware of an error or defect (whether of a technical nature or otherwise) in a document which was prepared for use in the execution of the Works, the Party (or the Engineer) shall promptly give a Notice of such error or defect to the other Party (or to the Parties).

合同项下的变更、通知和其他通信。雇主人员有权在所有正常工作时间或与承包人商定的情况下查阅所有这些文件。

如果一方（或工程师）知道到准备用于施工的文件中存在错误或缺陷（无论是技术性质还是其他），则该方（或工程师）应立即向另一方（或各方）发出存在错误或缺陷的通知。

1.9 Delayed Drawings or Instructions 迟延的图纸或指示

The Contractor shall give a Notice to the Engineer whenever the Works are likely to be delayed or disrupted if any necessary drawing or instruction is not issued to the Contractor within a particular time, which shall be reasonable. The Notice shall include details of the necessary drawing or instruction, details of why and by when it should be issued, and details of the nature and amount of the delay or disruption likely to be suffered if it is late.

当因必要的图纸或指示不能在一合理的特定时间内颁发给承包人，从而可能引起工程延误或中断时，承包人应通知工程师。通知中应包括所必需的图纸或指示的详细内容、应颁发的详细理由和时间，以及如果因图纸或指示迟发可能造成的延误或中断的具体性质和程度。

If the Contractor suffers delay and/or incurs Cost as a result of a failure of the Engineer to issue



the notified drawing or instruction within a time which is reasonable and is specified in the Notice with supporting details, the Contractor shall be entitled subject to Sub-Clause 20.2 [Claims For Payment and/or EOT] to EOT and/or payment of such Cost Plus Profit.

如果承包人因工程师未能在合理的时间内发出通知的图纸或指示而遭受延误和/或引起费用，并在通知中说明了相关具体情况，承包人应有权在符合第 20.2 款[付款和/或工期索要]的情况下获得工期索要和/或支付这种成本加利润。

However, if and to the extent that the Engineer'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 EOT and/or Cost Plus Profit.

但是，如果工程师未能及时提供图纸或指示是由承包人的错误或延误(包括递交承包人的文件时的错误和延误)引起的，则承包人无权获得上述延期、费用或利润。

1.10 Employer's Use of Contractor's Documents 雇主使用承包人文件

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

在合同双方之间，承包人应对承包人的文件和其它由承包人(或承包人授权的人员)编制的设计文件保留版权和其它知识产权。

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

应认为承包人通过签订合同给予了雇主复印、使用及传输(包括修改和使用对其的修改)承包人的文件的免费使用的许可，此许可是无限期的、可转让且非专用的。此许可应：

(a) apply throughout the actual or intended operational life (whichever is longer) of the relevant parts of the Works;

在工程各有关部分的实际或预期工作期(取较长者)内有效，

(b) entitle any person in proper possession of the relevant part of the Works to copy, use and communicate the Contractor's Documents (and such other design documents, if any) for the purposes of completing, operating, maintaining, altering, adjusting, repairing and demolishing the Works;

使任何合法拥有工程有关部分的当事人为完成、操作、维护、改变、调整、修理和拆除工程之目的，复印、使用、传输承包人的文件。

(c) in the case of Contractor's Documents (and such other design documents, if any) which are in the form of electronic or digital files, computer programs and other software, permit their use on any computer on the Site and/or at the locations of the Employer and the Engineer and/or at other places as envisaged by the Contract; and

如承包人的文件(及其他设计文件，如有)是以电子或数码文件、电脑程式及其他软件的形式出现，则准许在现场上的任何电脑及/或雇主及工程师的地点及/或合约所设想的其他地方使



用；及

(d) in the event of termination of the Contract: 在合同终止时：

(i) under Sub-Clause 15.2 [Termination for Contractor's Default], entitle the Employer to copy, use and communicate the Contractor's Documents (and other design documents made by or for the Contractor, if any); or

根据第 15.2 款[因承包人违约而终止]，业主有权复制、使用和通报承包人的文件（以及由承包人或为承包人编写的其他设计文件（如有）；或

(ii) under Sub-Clause 15.5 [Termination for Employer's Convenience], Sub-Clause 16.2 [Termination by Contractor] or Sub-Clause 18.5 [Optional Termination], entitle the Employer to copy, use and communicate the Contractor's Documents for which the Contractor has received payment for the purpose of completing the Works and/or arranging for any other entities to do so.

根据第 15.5 款[为雇主方便而终止]、第 16.2 款[由承包人终止]或第 18.5 款[任择终止]，雇主有权复制、使用和通报承包人为完成工程而收到付款的文件和/或安排任何其他实体如此操作。

The Contractor's Documents (and other design documents, if any, made by (or on behalf of) the Contractor) shall not, without the Contractor's prior 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.

未经承包人同意，雇主不得因本款规定外的任何目的为第三方复印、使用或传输承包人的文件及其它任何由承包人(或承包人授权的人员)编制的设计文件。

1.11 Contractor's Use of Employer's Documents 承包人使用雇主文件

As between the Parties, the Employer shall retain the copyright and other intellectual property rights in the Specification and Drawings and other documents made by (or on behalf of) the Employer. The Contractor may, at the Contractor's cost, copy, use and communicate these documents for the purposes of the Contract.

These documents (in whole or in part) shall not, without the Employer's prior consent, be copied, used or communicated to a third party by the Contractor, except as necessary for the purposes of the Contract.

在合同双方之间，雇主应对规范、图纸和其它由雇主(或雇主授权的人员)编制的设计文件保留版权和其它知识产权。承包人可为合同之目的，自费复印、使用、及传输上述文件。除非因履行合同而必需，否则不经雇主同意，承包人不得为第三方复印、使用、或传输上述文件。

1.12 Confidentiality 保密

The Contractor shall disclose all such confidential and other information as the Engineer may reasonably require in order to verify the Contractor's compliance with the Contract.

承包人应披露工程师为核实承包人是否遵守合同而合理要求的所有机密信息和其他信息。

The Contractor shall treat all documents forming the Contract as confidential, except to the extent necessary to carry out the Contractor's obligations under the Contract. The Contractor shall not



publish, permit to be published, or disclose any particulars of the Contract in any trade or technical paper or elsewhere without the Employer's prior consent.

承包人应将构成合同的所有文件视为机密文件，但为履行合同规定的承包人义务所必需除外。未经业主事先同意，承包人不得在任何行业或技术文件或其他地方公布、允许公布或披露合同的任何细节。

The Employer and the Engineer shall treat all information provided by the Contractor and marked "confidential", as confidential. The Employer shall not disclose or permit to be disclosed any such information to third parties, except as may be necessary when exercising the Employer's rights under Sub-Clause 15.2 [Termination for Contractor's Default].

A Party's obligation of confidentiality under this Sub-Clause shall not apply where the information:

雇主和工程师应将承包人提供并标明“机密”字样的所有资料视为机密资料。雇主不得向第三方披露或允许披露任何此类信息，除非在行使第 15.2 款[因承包人违约而终止]规定的雇主权利时必要。

当事人根据本款承担的保密义务不适用于下列情况：

(a) was already in that Party's possession without an obligation of confidentiality before receipt from the other Party;

在收到另一方当事人之前，已由该当事方拥有的文件，没有保密义务；

(b) becomes generally available to the public through no breach of these Conditions; or
已经为公众所知，不违反本条件；或

(c) is lawfully obtained by the Party from a third party which is not bound by an obligation of confidentiality.

由当事人合法地从不受保密义务约束的第三方取得的。

1.13 Compliance with Laws 遵守法律

The Contractor and the Employer shall, in performing the Contract, comply with all applicable Laws. Unless otherwise stated in the Specification:

承包人和业主在履行合同时应遵守所有适用的法律。除非规范另有说明：

(a) the Employer shall have obtained (or shall obtain) the planning, zoning or building permit or similar permits, permissions, licences and/or approvals for the Permanent Works, and any other permits, permissions, licenses and/or approvals described in the Specification as having been (or being) obtained by the Employer. The Employer shall indemnify and hold the Contractor harmless against and from the consequences of any delay or failure to do so, unless the failure is caused by the Contractor's failure to comply with sub-paragraph (c) below;

雇主须已取得(或应当取得)该永久工程的规划、分区或建筑许可证或类似的许可证、允许、执照及/或批准，以及雇主已取得(或正在获得)规范所描述的任何其他许可、允许、许可证及/或批准。雇主应保护承包人免遭其任何延误或未能做到上述要求的后果的损失，除非这种延误是由于承包人不遵守下文(c)项而造成的；



(b) the Contractor shall give all notices, pay all taxes, duties and fees, and obtain all other permits, permissions, licences and/or approvals, as required by the Laws in relation to the execution of the Works. The Contractor shall indemnify and hold the Employer harmless against and from the consequences of any failure to do so unless the failure is caused by the Employer's failure to comply with Sub-Clause 2.2 [Assistance];

承包人应按照法律对实施本工程的要求，发出所有通知，缴纳所有税款、关税和杂费，并获得所有其他许可、许可证、执照和/或批件。除非承包人办理上述各项时的延误或无果起因于雇主未遵守第 2.2 款【协助】，否则，承包人应保障雇主使其始终免受自己上述未果造成的后果；

(c) within the time(s) stated in the Specification the Contractor shall provide such assistance and all documentation, as described in the Specification or otherwise reasonably required by the Employer, so as to allow the Employer to obtain any permit, permission, licence or approval under sub-paragraph (a) above; and

承包人应在雇主要求说明书指明的各时间内，按该文件的说明或雇主以其他方式合理提出的要求准备协助与所有文档，以便雇主能够取得上文（a）段的任何许可、许可证、执照和/或批件；以及

(d) the Contractor shall comply with all permits, permissions, licences and/or approvals obtained by the Employer under sub-paragraph (a) above.

承包人应遵守雇主根据上文(a)项获得的所有许可、许可证、执照和/或批件。

If, having complied with sub-paragraph (c) above, the Contractor suffers delay and/or incurs Cost as a result of the Employer's delay or failure to obtain any permit, permission, licence or approval under sub-paragraph (a) above, the Contractor shall be entitled subject to Sub-Clause 20.2 [Claims For Payment and/or EOT] to EOT and/or payment of such Cost Plus Profit.

如果承包人遵守了上文(c)项的规定，由于雇主的拖延或未能根据上文(a)项获得任何许可、许可证或批准而导致延误和/或产生费用，承包人应有权依据第 20.2 款[付款和/或工期索要]的规定获得工期索要和/或支付该项成本加利润。

If the Employer incurs additional costs as a result of the Contractor's failure to comply with:

如果雇主因承包人不遵守下列规定而产生额外费用：

(i) sub-paragraph (c) above; or 按照以上 c 项，或

(ii) sub-paragraph (b) or (d) above, provided that the Employer shall have complied with Sub-Clause 2.2 [Assistance], the Employer shall be entitled subject to Sub-Clause 20.2 [Claims For Payment and/or EOT] to payment of these costs by the Contractor.

按照以上(b)或(d)项，如雇主应已遵守第 2.2 款[协助]，则雇主有权在符合第 20.2 款[付款要求和/或索要]的情况下，由承包人支付这些费用。

1.14 Joint and Several Liability 共同或多方负责

If the Contractor is a Joint Venture: 如果承包人属于联营体

(a) the members of the JV shall be jointly and severally liable to the Employer for the performance of the Contractor's obligations under the Contract;



该联营体成员在履行本合同承包人义务方面应共同和多方对雇主负责；

(b) the JV leader shall have authority to bind the Contractor and each member of the JV; and
联营体的牵头人应有权约束承包人与联营体的每一成员；并

(c) neither the members nor (if known) the scope and parts of the Works to be carried out by each member nor the legal status of the JV shall be altered without the prior consent of the Employer (but such consent shall not relieve the altered JV from any liability under sub-paragraph (a) above).

未经雇主事先应允（但此应允不应解除改变后联营体在上文（a）段中任何费负），既不得改变联营体成员，也不得改变应由各成员进行本工程可能已经知道的范围和组成部分，亦不得改变联营体法律地位。

1.15 Limitation of Liability 费负限度

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:

除了以下情况，任何一方不应因以任何方式使用本工程而造成的损失、利润损失、任何合同损失，或对方可能受到的同本合同有关的任何间接或引发的损失或损坏向其负责：

- (a) Sub-Clause 8.8 [Delay Damages];
第 8.8 款[误期损害赔偿费]
- (b) sub-paragraph (c) of Sub-Clause 13.3.1 [Variation by Instruction];
第 13.3.1 款[指示变更] (c)款
- (c) Sub-Clause 15.7 [Payment after Termination for Employer's Convenience];
第 15.7 款[因雇主便利后终止的支付]
- (d) Sub-Clause 16.4 [Payment after Termination by Contractor];
第 16.4 款[因承包人终止后的支付]
- (e) Sub-Clause 17.3 [Intellectual and Industrial Property Rights];
第 17.3 款[知识和工业产权]
- (f) the first paragraph of Sub-Clause 17.4 [Indemnities by Contractor]; and
第 17.4 款[由承包人赔偿]
- (g) Sub-Clause 17.5 [Indemnities by Employer].
第 17.5 款[由雇主赔偿]

The total liability of the Contractor to the Employer under or in connection with the Contract, other than:

承包人根据合同或与合同有关的其他约定而对雇主承担的全部责任，但下列情况除外：

- (i) under Sub-Clause 2.6 [Employer-Supplied Materials and Employer's Equipment];
根据第 2.6 款[雇主提供的材料和雇主的设备]
- (ii) under Sub-Clause 4.19 [Temporary Utilities];
根据第 4.19 款[临时公用事业设备]
- (iii) under Sub-Clause 17.3 [Intellectual and Industrial Property Rights]; and



根据第 17.3 款[知识和工业产权]

(iv) under the first paragraph of Sub-Clause 17.4 [Indemnities by Contractor], shall not exceed the sum stated in the Contract Data or (if a sum is not so stated) the Accepted Contract Amount. This Sub-Clause shall not limit liability in any case of fraud, gross negligence, deliberate default or reckless misconduct by the defaulting Party.

在第 17.4 款[承包人赔偿]第 1 款的规定下, 承包人不得超过合同资料中规定的金额, 或(若未规定金额)按中标合同金额。本款不得限制违约方的欺诈、重大过失、故意违约或鲁莽行为的责任。

1.16 Contract Termination 合同终止

Subject to any mandatory requirements under the governing law of the Contract, termination of the Contract under any Sub-Clause of these Conditions shall require no action of whatsoever kind by either Party other than as stated in the Sub-Clause.

除了本款指明的情况外, 按本条件任何一款终止本合同时应符合本合同适用法的任何强制要求, 并要求各方不提起诉讼。

2. THE EMPLOYER 雇主

2.1 Right of Access to the Site 进入现场的权利

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 Contract Data. 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 Specification. However, the Employer may withhold any such right or possession until the Performance Security has been received.

雇主应在投标函附录中注明的时间(或各时间段)内给予承包人进入和占用现场所有部分的权利。此类进入和占用权可不为承包人独享。如果合同要求雇主赋予(承包人)对基础、结构、装备或通行手段的占用权, 则雇主应在规范注明的时间内按照规范中规定的方式履行该职责。但是在收到履约保证之前, 雇主可以不给予任何此类权利或占用。

If no such time is stated in the Contract Data, the Employer shall give the Contractor right of access to, and possession of, those parts of the Site within such times as may be required to enable the Contractor to proceed in accordance with the Programme or, if there is no Programme at that time, the initial programme submitted under Sub-Clause 8.3 [Programme].

如果合同文件中没有规定这一时间, 雇主应给予承包人进入和占有工地这些部分的权利, 时间应在使承包人能够按照该方案行事的时间内, 如果当时没有方案, 则应给予承包人根据第 8.3 款[方案]提交的初步方案的权利。

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 be entitled subject to Sub-Clause 20.2 [Claims For Payment and/or EOT] to EOT and/or payment of such Cost Plus Profit.

如果承包人因雇主未能在这段时间内给予任何此种权利或占有而受到延误和/或导致费用, 承包人有权依照第 20.2 款[付款和/或工期索要]的规定提出工期索要和/或成本加利润的支付。



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 applicable Contractor's Documents, the Contractor shall not be entitled to such EOT and/or Cost Plus Profit.

但是,雇主若是因承包人任何错误或延误而未及时履约,包括任何影响雇主行动的承包人文件中错误或迟交,则承包人在上述后果范围内无权延长工期和/或索取费用加利润。

2.2 Assistance 协作

If requested by the Contractor, the Employer shall promptly provide reasonable assistance to the Contractor so as to allow the Contractor to obtain:

如果承包人提出要求,业主应迅速向承包人提供合理的协助,使承包人能够获得:

(a) copies of the Laws of the Country which are relevant to the Contract but are not readily available; and

与合同有关但不易获得的国家法律副本: 以及

(b) any permits, permissions, licences or approvals required by the Laws of the Country (including information required to be submitted by the Contractor in order to obtain such permits, permissions, licences or approvals):

国家法律要求的任何许可、准许、证照或批准(包括承包人为获得此类许可、准许、证照或批准而须提交的资料):

(i) which the Contractor is required to obtain under Sub-Clause 1.13 [Compliance with Laws];
承包人必须根据第 1.13 款[遵守法律]获得;

(ii) for the delivery of Goods, including clearance through customs; and
交付货物,包括通过海关办理清关手续; 以及

(iii) for the export of Contractor's Equipment when it is removed from the Site.
当承包人的设备被移出现场时,办理出口。

2.3 Employer's Personnel and Other Contractors 雇主人员和其他承包人

The Employer shall be responsible for ensuring that the Employer's Personnel and the Employer's other contractors (if any) on or near the Site:

雇主有责任保证在工地上或附近雇主的人员和雇主的其他承包人(如有):

(a) co-operate with the Contractor's efforts under Sub-Clause 4.6 [Co-operation]; and
依照第 4.6 款【合作】的规定配合承包人的工作, 以及

(b) comply with the same obligations which the Contractor is required to comply with under sub-paragraphs (a) to (e) of Sub-Clause 4.8 [Health and Safety Obligations] and under Sub-Clause 4.18 [Protection of the Environment].

遵守承包人根据第 4.8 款[健康及安全义务]第(a)至(e)款及第 4.18 款[环境保护]所须履行的相同义务。



The Contractor may require the Employer to remove (or cause to be removed) any person of the Employer's Personnel or of the Employer's other contractors (if any) who is found, based on reasonable evidence, to have engaged in corrupt, fraudulent, collusive or coercive practice.

承包人可要求雇主将根据合理证据发现从事腐败、欺诈、串通或胁迫行为的雇主人员或雇主的其他承包人(如有)的任何人调离(或使被调离)。

2.4 Employer's Financial Arrangements 雇主的资金准备

The Employer's arrangements for financing the Employer's obligations under the Contract shall be detailed in the Contract Data.

合同资料应详细说明雇主为履行本合同义务而筹集资金的准备情况。

If the Employer intends to make any material change (affecting the Employer's ability to pay the part of the Contract Price remaining to be paid at that time as estimated by the Engineer) to these financial arrangements, or has to do so because of changes in the Employer's financial situation, the Employer shall immediately give a Notice to the Contractor with detailed supporting particulars.

如果雇主拟对这些财务安排作出重大改变(影响雇主支付工程师当时估算的其余合同价款的能力的), 或由于雇主的财务状况发生变化而不得不这样做时, 雇主应立即向承包人发出通知, 提供详细的佐证支持。

If the Contractor: 如果承包人:

(a) receives an instruction to execute a Variation with a price greater than ten percent (10%) of the Accepted Contract Amount, or the accumulated total of Variations exceeds thirty percent (30%) of the Accepted Contract Amount;

接受指令执行价格高于已接受合同金额的 (10%)的变更, 或累计变更总额超过所接受合同金额的 30%;

(b) does not receive payment in accordance with Sub-Clause 14.7 [Payment]; or
没有收到按照第 14.7[付款] 的款项; 或

(c) becomes aware of a material change in the Employer's financial arrangements of which the Contractor has not received a Notice under this Sub-Clause, the Contractor may request and the Employer shall, within 28 days after receiving this request, provide reasonable evidence that financial arrangements have been made and are being maintained which will enable the Employer to pay the part of the Contract Price remaining to be paid at that time (as estimated by the Engineer).

知道雇主的财务安排发生重大变化, 承包人尚未收到根据本款发出的通知, 承包人可要求, 雇主应在收到此请求后 28 天内提供合理证据, 证明已作出并正在维持财务安排, 使雇主能够支付当时仍有待支付的部分合同价款[按工程师估算]。

2.5 Site Data and Items of Reference 现场数据和参照物

The Employer shall have made available to the Contractor for information, before the Base Date, all relevant data in the Employer's possession on the topography of the Site and on sub-surface,



hydrological, climatic and environmental conditions at the Site. The Employer shall promptly make available to the Contractor all such data which comes into the Employer's possession after the Base Date.

雇主应在基准日前准备好自己掌握的有关现场地形, 以及地下和水文、气候及环境条件的所有数据, 供承包人参考。同样, 雇主也应立即为承包人使用而备齐基准日后得到的所有此类数据。

The original survey control points, lines and levels of reference (the "items of reference" in these Conditions) shall be specified on the Drawings and/or in the Specification or issued to the Contractor by a Notice from the Engineer.

原始的测量控制点、控制线和基准等级(在这些条件下的“参考项目”)应在图纸和/或规范中指定, 或由工程师通知承包人。

2.6 Employer-Supplied Materials and Employer's Equipment 雇主提供的材料和雇主的设备

If Employer-Supplied Materials and/or Employer's Equipment are listed in the Specification for the Contractor's use in the execution of the Works, the Employer shall make such materials and/or equipment available to the Contractor in accordance with the details, times, arrangements, rates and prices stated in the Specification.

如果雇主提供的材料和/或雇主的设备列在承包人在实施工程时使用的规范中, 雇主应按照规范规定的具体内容、时间、安排、费率和价格向承包人提供这些材料和/或设备。

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, using it, or in control of it.

承包人在其任何人员操作、驾驶、指挥、使用或控制设备时, 应对雇主的每一项设备负责。

3. 工程师 the engineer

3.1 工程师 the engineer

The Employer shall appoint the Engineer, who shall carry out the duties assigned to the Engineer in the Contract.

The Engineer shall be vested with all the authority necessary to act as the Engineer under the Contract.

If the Engineer is a legal entity, a natural person employed by the Engineer shall be appointed and authorised to act on behalf of the Engineer under the Contract.

The Engineer (or, if a legal entity, the natural person appointed to act on its behalf) shall be:

雇主应任命工程师, 该工程师应履行合同中赋予他的职责。

工程师应被授予根据合同担任工程师所需的一切权力。

工程师是法人的, 应当根据合同指定并授权工程师代表工程师工作的自然人。

工程师(如果是法人, 被指定代表工程师行事的自然人)为:

(a) a professional engineer having suitable qualifications, experience and competence to act as the Engineer under the Contract; and

具有适当资格、经验和能力根据合同担任工程师的专业工程师; 以及

(b) shall be fluent in the ruling language defined in Sub-Clause 1.4 [Law and Language].



应能流利地使用第 1.4 款[法律和语言]所界定的主导语言。

Where the Engineer is a legal entity, the Engineer shall give a Notice to the Parties of the natural person (or any replacement) appointed and authorized to act on its behalf. The authority shall not take effect until this Notice has been received by both Parties. The Engineer shall similarly give a Notice of any revocation of such authority.

工程师是法人的，工程师应当向当事人发出通知，说明指定并授权代表其行事的自然人(或任何替代人员)的情况。授权应在双方收到通知时生效。工程师也应以同样方式发出撤销此种授权的通知。

3.2 Engineer's Duties and Authority 工程师的职责和权力

Except as otherwise stated in these Conditions, whenever carrying out duties or exercising authority, specified in or implied by the Contract, the Engineer shall act as a skilled professional and shall be deemed to act for the Employer.

The Engineer shall have no authority to amend the Contract or, except as otherwise stated in these Conditions, to relieve either Party of any duty, obligation or responsibility under or in connection with the Contract.

除本条件另有规定外，工程师在履行合同所规定或默示的职责或行使权力时，应以熟练专业行事，并应被视为代表雇主行事。

除非本条件中另有规定，工程师无权修改合同，或免除任何一方根据或与合同有关的任何义务、职责或责任。

The Engineer may exercise the authority attributable to the Engineer as specified in or necessarily to be implied from the Contract. If the Engineer is required to obtain the consent of the Employer before exercising a specified authority, the requirements shall be as stated in the Particular Conditions. There shall be no requirement for the Engineer to obtain the Employer's consent before the Engineer exercises his/her authority under Sub-Clause 3.7[Agreement or Determination]. The Employer shall not impose further constraints on the Engineer's authority.

工程师可行使合同中明确规定的或必然隐含的赋予他的权力。如果要求工程师在行使其规定权力之前需获得雇主的批准，则此类要求应与合同专用条件中注明。工程师在根据第 3.7 款[协议或决定]行使其权力之前，不应要求工程师获得雇主的同意。雇主不得对工程师的权利施加进一步的限制。

However, whenever the Engineer exercises a specified authority for which the Employer's consent is required, then (for the purposes of the Contract) such consent shall be deemed to have been given.

然而，当工程师行使经雇主同意的特定授权时，则(就合同而言)这种同意应视为已给予。

Any acceptance, agreement, approval, check, certificate, comment, consent, disapproval, examination, inspection, instruction, Notice, No-objection, record(s) of meeting, permission, proposal, record, reply, report, request, Review, test, valuation, or similar act (including the absence of any such act) by the Engineer, the Engineer's Representative or any assistant shall not relieve the Contractor from any duty, obligation or responsibility the Contractor has under or in connection with the Contract.



工程师、工程师代表或任何助理的任何接受、协议、批准、检查、证明、评论、同意、不批准、审查、检测、指示、通知、无异议、会议记录、许可、建议书、记录、答复、报告、请求、审核、测试、评估或类似行为(包括无此类行为)不得免除承包人根据合同或与合同有关的任何责任、义务或责任。

3.3 The Engineer's Representative 工程师的代表

The Engineer may appoint an Engineer's Representative and delegate to him/her in accordance with Sub-Clause 3.4 [Delegation by the Engineer] the authority necessary to act on the Engineer's behalf at the Site, except to replace the Engineer's Representative.

工程师可根据第 3.4 款[工程师授权]指定工程师代表, 并将在现场代表工程师行事所需的权力委托给他/她, 但替换工程师代表的权力除外。

The Engineer's Representative (if appointed) shall comply with sub-paragraphs (a) and (b) of Sub-Clause 3.1 [The Engineer] and shall be based at the Site for the whole time that the Works are being executed at the Site. If the Engineer's Representative is to be temporarily absent from the Site during the execution of the Works, an equivalently qualified, experienced and competent replacement shall be appointed by the Engineer, and the Contractor shall be given a Notice of such replacement.

工程师代表(如指定)须遵守第 3.1 款[工程师] (a)及(b)项的规定, 并在工程整个施工期间须在现场。如果工程师的代表在工程施工期间暂时不在现场, 工程师应指定一名合格、经验丰富和胜任的替换人员, 并应向承包人发出更换通知。

3.4 Delegation by the Engineer 工程师的授权

The Engineer may from time to time assign duties and delegate authority to assistants, and may also revoke such assignment or delegation, by giving a Notice to the Parties, describing the assigned duties and the delegated authority of each assistant. The assignment, delegation or revocation shall not take effect until this Notice has been received by both Parties. However, the Engineer shall not delegate the authority to:

工程师可不时将职责和权力转授给助理, 也可撤销这种委派或授权, 并可通过向各方发出通知, 说明分配的职责和每名助理的授权。在双方收到本通知之前, 转让、授权或撤销不得生效。但是, 工程师不得将权力下放给:

(a) act under Sub-Clause 3.7 [Agreement or Determination]; and/or

根据第 3.7 款[协议或决定]行事; 和/或

(b) issue a Notice to Correct under Sub-Clause 15.1 [Notice to Correct]. Assistants shall be suitably qualified natural persons, who are experienced and 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].

根据第 15.1 款[更正通知]发出更正通知。助理人员应是具有适当资格的自然人, 他们有经验并有能力履行这些职责和行使该权力, 并能流利地使用第 1.4 款[法律和语言]所规定的交流语言。

Each assistant, to whom duties have been assigned or authority has been delegated, shall only be

authorised to issue instructions to the Contractor to the extent defined by the Engineer's Notice of delegation under this Sub-Clause. Any act by an assistant, in accordance with the Engineer's Notice of delegation, shall have the same effect as though the act had been an act of the Engineer. However, if the Contractor questions any instruction or Notice given by an assistant, the Contractor may by giving a Notice refer the matter to the Engineer. The Engineer shall be deemed to have confirmed the assistant's instruction or Notice if the Engineer does not respond, within 7 days after receiving the Contractor's Notice, reversing or varying the assistant's instruction or Notice (as the case may be).

每名被委派任务或获授权的助理,只可在工程师根据本款获转授的通知所定的范围内向承包人发出指示。助理按照工程师的授权通知的任何行动,,均应具有与工程师的行为相同的效力。但是,如果承包人对助理发出的任何指示或通知提出疑问,承包人可通过发出通知将此事提交给工程师处理。如果工程师在收到承包人的通知后7天内没有对该助理的指示或通知做回复(视情况),工程师应被视为确认了该助理的指示或通知。

3.5 Engineer's Instructions 工程师的指示

The Engineer may issue to the Contractor (at any time) instructions which may be necessary for the execution of the Works, all in accordance with the Contract. The Contractor shall only take instructions from the Engineer, or from the Engineer's Representative (if appointed) or an assistant to whom the appropriate authority to give instruction has been delegated under Sub-Clause 3.4 [Delegation by the Engineer].

工程师可以(在任何时候)向承包人发出实施工程所需的指示,均应当按照合同的规定进行。承包人只应接受工程师的指示,或工程师的代表(如指定)或根据第3.4款[工程师的授权],指定的并给予适当权利的助理的指示。

Subject to the following provisions of this Sub-Clause, the Contractor shall comply with the instructions given by the Engineer or the Engineer's Representative (if appointed) or delegated assistant, on any matter related to the Contract.

If an instruction states that it constitutes a Variation, Sub-Clause 13.3.1 [Variation by Instruction] shall apply.

承包人应依照下列规定遵守工程师或工程师代表(如指定)或授权助理就与合同有关的任何事项发出的指示。

如指示声明构成一项更改,则适用第13.3.1款[指示变更]。

If not so stated, and the Contractor considers that the instruction:

- (a) constitutes a Variation (or involves work that is already part of an existing Variation); or
- (b) does not comply with applicable Laws or will reduce the safety of the Works or is technically impossible the Contractor shall immediately, and before commencing any work related to the instruction, give a Notice to the Engineer with reasons. If the Engineer does not respond within 7 days after receiving this Notice, by giving a Notice confirming, reversing or varying the instruction, the Engineer shall be deemed to have revoked the instruction. Otherwise the Contractor shall comply with and be bound by the terms of the Engineer's response.

如没有如此说明,则承包人认为该指示:

- (a) 构成一个变更(或已经是现有变更的一部分的工作);或



(b) 如不符合适用法律, 或将降低工程安全, 或技术上不可能, 承包人应在开始任何与指令有关的工作前, 立即通知工程师并说明原因。如果工程师在收到此通知后 7 天内未作出答复, 即发出确认、撤销或更改指令的通知, 则视为工程师已撤销指令。否则, 承包人应遵守并受工程师答复条款的约束。

3.6 Replacement of the Engineer 工程师的撤换

If the Employer intends to replace the Engineer, the Employer shall, not less than 42 days before the intended date of replacement, give a Notice to the Contractor of the name, address and relevant experience of the intended replacement Engineer.

If the Contractor does not respond within 14 days after receiving this Notice, by giving a Notice stating an objection to such replacement with reasons, the Contractor shall be deemed to have accepted the replacement.

The Employer shall not replace the Engineer with a person (whether a legal entity or a natural person) against whom the Contractor has raised reasonable objection by a Notice under this Sub-Clause.

如果雇主打算更换工程师, 雇主应在预定更换日期前不少于 42 天向承包人发出通知, 说明拟更换工程师的姓名、地址和相关经验。

如果承包人收到本通知后 14 天内未做出回应, 提出附理由的反对更换工程师的意见, 则承包人应视为已接受更换。

雇主不得以承包人已根据本款发出的通知对其提出合理反对的人(无论是法人还是自然人)代替工程师。

If the Engineer is unable to act as a result of death, illness, disability or resignation (or, in the case of an entity, the Engineer becomes unable or unwilling to carry out any of its duties, other than for a cause attributable to the Employer) the Employer shall be entitled to immediately appoint a replacement by giving a Notice to the Contractor with reasons and the name, address and relevant experience of the replacement. This appointment shall be treated as a temporary appointment until this replacement is accepted by the Contractor, or another replacement is appointed, under this Sub-Clause.

如果工程师因死亡、疾病、残疾或辞职而无法行事(或就某一实体而言, 工程师无法或不愿履行其任何职责, 而不是雇主的原因), 雇主应有权立即任命一名替代者, 向承包人发出通知, 说明更换的原因、姓名、地址和相关经验。此项任命应视为临时任用, 直至承包人根据本款接受这一替代或指定另一替代者为止。

3.7 Agreement or Determination 商定或确定

When carrying out his/her duties under this Sub-Clause, the Engineer shall act neutrally between the Parties and shall not be deemed to act for the Employer.

Whenever these Conditions provide that the Engineer shall proceed under this Sub-Clause to agree or determine any matter or Claim, the following procedure shall apply:

在执行本款规定的职责时, 工程师应在双方之间采取中立态度, 不应被视为代雇主行事。

只要本条款规定工程师应根据本款的规定同意或决定任何事项或索要, 应适用下列程序:

3.7.1 Consultation to reach agreement 协商一致

The Engineer shall consult with both Parties jointly and/or separately, and shall encourage



discussion between the Parties in an endeavour to reach agreement. The Engineer shall commence such consultation promptly to allow adequate time to comply with the time limit for agreement under Sub-Clause 3.7.3 [Time limits]. Unless otherwise proposed by the Engineer and agreed by both Parties, the Engineer shall provide both Parties with a record of the consultation.

工程师应与双方进行共同和/或单独协商，并鼓励双方进行讨论，以达成协议。工程师应立即开始这种协商，以便有充分时间遵守第 3.7.3 款[时限]规定的协议时限。除非工程师另有提议并经双方同意，工程师应向双方提供协商记录。

If agreement is achieved, within the time limit for agreement under Sub-Clause 3.7.3 [Time limits], the Engineer shall give a Notice to both Parties of the agreement, which agreement shall be signed by both Parties. This Notice shall state that it is a “Notice of the Parties’ Agreement” and shall include a copy of the agreement.

如果在第 3.7.3 款[时限]规定的协议期限内达成协议，工程师应将由双方签署的协议通知双方。该通知应说明其为“双方协议通知”并包括一份协议副本。

If: 如果

(a) no agreement is achieved within the time limit for agreement under Sub-Clause 3.7.3 [Time limits]; or

未在第 3.7.3 款[时限]规定的协议期限内达成协议；或

(b) both Parties advise the Engineer that no agreement can be achieved within this time limit whichever is the earlier, the Engineer shall give a Notice to the Parties accordingly and shall immediately proceed as specified under Sub-Clause 3.7.2 [Engineer’s Determination].

双方通知工程师，未能在此期限内达成协议，以较早的期限为准，工程师应相应地通知双方，并应立即按照第 3.7.2 款[工程师的决定]规定行事。

3.7.2 Engineer’s Determination 工程师的决定

The Engineer shall make a fair determination of the matter or Claim, in accordance with the Contract, taking due regard of all relevant circumstances.

Within the time limit for determination under Sub-Clause 3.7.3 [Time limits], the Engineer shall give a Notice to both Parties of his/her determination. This Notice shall state that it is a “Notice of the Engineer’s Determination”, and shall describe the determination in detail with reasons and detailed supporting particulars.

工程师应根据合同，在充分考虑所有相关情况的情形下，对事项或索要作出公正的决定。在第 3.7.3 款[时限]规定的确定期限内，工程师应将其决定通知双方。该通知应说明这是“工程师决定的通知”，并应详细说明决定的理由和详细的佐证具体情况。

3.7.3 Time limits 时限

The Engineer shall give the Notice of agreement, if agreement is achieved, within 42 days or within such other time limit as may be proposed by the Engineer and agreed by both Parties (the “time limit for agreement” in these Conditions), after:

在下列情况之后，如达成协议，工程师应在 42 天之内，或在工程师提出并经双方同意的其他期限(本条款中称为“协议期限”)内，发出协议通知：



(a) in the case of a matter to be agreed or determined (not a Claim), the date of commencement of the time limit for agreement as stated in the applicable Sub-Clause of these Conditions;
如某事项须予同意或决定(非索要), 则按本条件适用的分款所述的协议时限的开始日期;

(b) in the case of a Claim under sub-paragraph (c) of Sub-Clause 20.1 [Claims], the date the Engineer receives a Notice under Sub-Clause 20.1 from the claiming Party; or
如根据第 20.1 款[索赔](c)项提出索赔, 则为工程师根据第 20.1 款的规定收到索赔方通知的日期;或

(c) in the case of a Claim under sub-paragraph (a) or (b) of Sub-Clause 20.1 [Claims], the date the Engineer receives:

(i) a fully detailed Claim under Sub-Clause 20.2.4 [Fully Detailed Claim]; or

(ii) in the case of a Claim under Sub-Clause 20.2.6 [Claims of continuing effect], an interim or final fully detailed Claim (as the case may be).

如属根据第 20.1(a)或(b)项[索要]提出的索要, 工程师收到的日期:

(i)根据第 20.2.4 款[完全详细的索赔]提出的完全详细的索赔;或

(ii)在根据第 20.2.6 款[持续有效的索赔]提出索赔的情况下, 一项临时或最终的全面详细的索赔(视具体情况而定)。

The Engineer shall give the Notice of his/her determination within 42 days or within such other time limit as may be proposed by the Engineer and agreed by both Parties (the “time limit for determination” in these Conditions), after the date corresponding to his/her obligation to proceed under the last paragraph of Sub-Clause 3.7.1 [Consultation to reach agreement].

工程师应在 42 天内或在工程师提出并经双方同意的其他期限(本条件中的“决定期限”)内, 在其根据第 3.7.1 款[通过协商达成协议]最后一段规定在履行相应义务的日期之后, 发出决定通知。

If the Engineer does not give the Notice of agreement or determination within the relevant time limit:

如果工程师未在有关期限内通知商定或者决定的:

(i) in the case of a Claim, the Engineer shall be deemed to have given a determination rejecting the Claim; or

如属索要, 工程师应被视为或已作出拒绝该项索要的决定; 或

(ii) in the case of a matter to be agreed or determined, the matter shall be deemed to be a Dispute which may be referred by either Party to the DAAB for its decision under Sub-Clause 21.4 [Obtaining DAAB's Decision] without the need for a NOD (and Sub-Clause 3.7.5 [Dissatisfaction with Engineers determination] and sub-paragraph (a) of Sub-Clause 21.4.1 [Reference of a Dispute to the DAAB] shall not apply).

就待商定或决定的事宜而言, 该事宜应视为是一项争议, 任何一方均可根据第 21.4 款[获得争端裁决委员会的决定]将该争议提交得到争端裁决委员会作出决定, 而不必按照不服处理(第 3.7.5 款[对工程师决定的不满]和第 21.4.1 条(a)[将争议提交争端裁决委员会]则不适用)。

3.7.4 Effect of the agreement or determination 商定和决定的效力

Each agreement or determination shall be binding on both Parties (and shall be complied with by the Engineer) unless and until corrected under this Sub-Clause or, in the case of a determination, it is revised under Clause 21 [Disputes and Arbitration].

每项商定或决定均对双方有约束力(工程师应遵守), 除非根据本款的规定予以更正, 或在作出决定时根据第 21 款[争议和仲裁]的规定予以修订。

If an agreement or determination concerns the payment of an amount from one Party to the other Party, the Contractor shall include such an amount in the next Statement and the Engineer shall include such amount in the Payment Certificate that follows that Statement.

如果一项商定或决定涉及一方向另一方支付一笔款项, 承包人应在下一份报表中列入该金额, 工程师并应在该报表之后的付款证书中列入该金额。

If, within 14 days after giving or receiving the Engineer's Notice of agreement or determination, any error of a typographical or clerical or arithmetical nature is found:

- (a) by the Engineer: then he/she shall immediately advise the Parties accordingly; or
- (b) by a Party: then that Party shall give a Notice to the Engineer, stating that it is given under this Sub-Clause 3.7.4 and clearly identifying the error. If the Engineer does not agree there was an error, he/she shall immediately advise the Parties accordingly.

The Engineer shall within 7 days of finding the error, or receiving a Notice under sub-paragraph (b) above (as the case may be), give a Notice to both Parties of the corrected agreement or determination. Thereafter, the corrected agreement or determination shall be treated as the agreement or determination for the purpose of these Conditions.

如在发出或收到工程师商定或决定的通知后 14 天内, 发现有任何印刷或文书或算术性质的错误:

- (a) 工程师应立即通知各方; 或
- (b) 一方当事人应向工程师发出通知, 说明该通知是根据本款第 3.7.4 款发出的, 并清楚地指出了错误所在。如果工程师不同意有错误, 他/她应立即通知各方。

工程师应在发现错误或收到上述第(b)款规定的通知(视情况而定)后 7 天内, 将修改后的商定或决定通知双方。此后, 修正后的协议或确定应被视为本条件的目的商定或决定。

3.7.5 Dissatisfaction with Engineer's determination 对工程师的决定不满意:

If either Party is dissatisfied with a determination of the Engineer:

- (a) the dissatisfied Party may give a NOD to the other Party, with a copy to the Engineer;
- (b) this NOD shall state that it is a "Notice of Dissatisfaction with the Engineer's Determination" and shall set out the reason(s) for dissatisfaction;
- (c) this NOD shall be given within 28 days after receiving the Engineer's Notice of the determination under Sub-Clause 3.7.2 [Engineer's Determination] or, if applicable, his/her Notice of the corrected determination under Sub-Clause 3.7.4 [Effect of the agreement or determination] (or, in the case of a deemed determination rejecting the Claim, within 28 days after the time limit for determination under Sub-Clause 3.7.3 [Time limits] has expired); and
- (d) thereafter, either Party may proceed under Sub-Clause 21.4 [Obtaining DAAB's Decision].

如果任何一方对工程师的决定不满意:

- (a) 不满的一方可以向另一方发出不满意通知, 并向工程师提交副本;

- (b) 本不满意通知应说明这是“对工程师的决定不满的通知”，并须列出不满的理由；
- (c) 该不满意通知应在收到工程师根据第 3.7.2 款[工程师的决定]作出的决定通知后 28 天内发出，或如适用的话，须在根据第 3.7.4 款[商定或决定的效力] (如属驳回索要的决定，应在根据第 3.7.3[时限]款作出决定的时限届满后 28 天内作出；和
- (d) 此后，任何一方均可根据第 21.4 款[获得争端裁决委员会的决定]行事；

If no NOD is given by either Party within the period of 28 days stated in sub-paragraph (c) above, the determination of the Engineer shall be deemed to have been accepted by both Parties and shall be final and binding on them.

如任何一方在上文(c)分款所规定的 28 天期间内没有发出不满意通知，工程师的决定应被视为已被双方接受并具有约束力的最终决定。

If the dissatisfied Party is dissatisfied with only part(s) of the Engineer's determination:

- (i) this part(s) shall be clearly identified in the NOD;
- (ii) this part(s), and any other parts of the determination that are affected by such part(s) or rely on such part(s) for completeness, shall be deemed to be severable from the remainder of the determination; and
- (iii) the remainder of the determination shall become final and binding on both Parties as if the NOD had not been given. In the event that a Party fails to comply with an agreement of the Parties under this Sub-Clause 3.7 or a final and binding determination of the Engineer, the other Party may, without prejudice to any other rights it may have, refer the failure itself directly to arbitration under Sub-Clause 21.6 [Arbitration] in which case the first and the third paragraphs of Sub-Clause 21.7 [Failure to Comply with DAAB's Decision] shall apply to such reference in the same manner as these paragraphs apply to a final and binding decision of the DAAB.

如果不满意的一方仅对工程师决定部分不满意：

- (i) 该部分须在不满意通知中明确指出；
- (ii) 该部分以及任何其他部分如果受到该部分的影响或其完整性依赖该部分，应视为可与确定的其余部分分开；和
- (iii) 该决定的其余部分应成为最终决定并对双方具有约束力，如同没有发出不满意通知。如一方未能遵守双方根据本款第 3.7 款达成的商定或工程师作出的最终和有约束力的决定，另一方可在不损害其可能拥有的任何其他权利的情况下，直接根据第 21.6 款[仲裁]将不履行义务的事项提交仲裁，在这种情况下，第 21.7 款第 1 和第 3 款[不遵守争端裁决委员会的决定]适用于这种提及，其方式与本款适用于争端裁决委员会的最终和具有约束力的决定相同。

3.8 Meetings 会议

The Engineer or the Contractor's Representative may require the other to attend a management meeting to discuss arrangements for future work and/ or other matters in connection with execution of the Works.

The Employer's other contractors, the personnel of legally constituted public authorities and/or private utility companies, and/or Subcontractors may attend any such meeting, if requested by the Engineer or the Contractor's Representative.

The Engineer shall keep a record of each management meeting and supply copies of the record to those attending and to the Employer. At any such meeting, and in the record, responsibilities for any actions to be taken shall be in accordance with the Contract.



工程师或承包人代表可要求其他方出席管理会议，讨论今后工作的安排和/或与工程执行有关的其他事项。

如果工程师或承包人代表提出要求，雇主的其他承包人、合法成立的公共当局和/或私营公用事业公司的人员和/或分包商可参加任何此类会议。

工程师应保存每次管理会议的记录，并将记录副本提供给与会人员 and 雇主。在任何此类会议上，并记录在案的任何行动的责任应根据合同约定。

The Contractor 承包人

4.1 Contractor's General Obligations 承包人一般义务

The Contractor shall execute the Works in accordance with the Contract. The Contractor undertakes that the execution of the Works and the completed Works will be in accordance with the documents forming the Contract, as altered or modified by Variations.

The Contractor shall provide the Plant (and spare parts, if any) 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 to fulfill the Contractor's obligations under the Contract.

The Contractor shall be responsible for the adequacy, stability and safety of all the Contractor's operations and activities, of all methods of construction and of all the Temporary Works. Except to the extent specified in the Contract, the Contractor:

承包人应按照合同约定施工。承包人承诺，施工和竣工的实施将符合合同的文件，以及由变更引起的改变和更改。

承包人应准备雇主要求说明书具体说明的装备(以及各种可能有的备件)与承包人文件，以及所有承包人人员、货物、易耗品和为尽承包人本合同义务而必需的其他东西与临时或永久公共设施。

承包人应对其所有作业和活动、所有施工方法和所有临时工程的充分性、稳定性和安全性负责。除合同规定的范围外，承包者：

(i) shall be responsible for all Contractor's Documents, Temporary Works, and such design of each item of Plant and Materials as is required for the item to be in accordance with the Contract; and

(ii) shall not otherwise be responsible for the design or specification of the Permanent Works.

(i) 应负责承包人的所有文件、临时工程以及按照合同要求对每一项装备和材料进行的设计；以及

(ii) 不对永久工程的设计或规格负责。

The Contractor shall, whenever required by the Engineer, 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 alteration having been submitted to the Engineer.

在工程师的要求下，承包人应提交为实施工程拟采用的方法以及所作安排的详细说明。在事先未通知工程师的情况下，不得对此类安排和方法进行重大修改。

If the Contract specifies that the Contractor shall design any part of the Permanent Works, then unless otherwise stated in the Particular Conditions:

如果合同规定承包人应设计永久工程的任何部分，则除非具体条件另有规定：



(a) the Contractor shall prepare, and submit to the Engineer for Review, the Contractor's Documents for this part (and any other documents necessary to complete and implement the design during the execution of the Works and to instruct the Contractor's Personnel);

承包人应编制并向工程师提交承包人关于本部分的文件（以及在工程施工期间完成和实施设计和指导承包人人员所需的任何其他文件），供工程师审核；

(b) these Contractor's Documents shall be in accordance with the Specification and Drawings and shall include additional information required by the Engineer to add to the Drawings for co-ordination of each Party's designs. If the Engineer instructs that further Contractor's Documents are reasonably required to demonstrate that the Contractor's design complies with the Contract, the Contractor shall prepare and submit them promptly to the Engineer at the Contractor's cost;

这些承包人的文件应符合规范和图纸，并应包括工程师要求的对图纸补充的信息，以协调各方的设计。如果工程师指示合理地需要进一步的承包人文件以证明承包人的设计符合合同，承包人应编制并及时提交给工程师，并由承包人承担费用；

(c) construction of this part shall not commence until a Notice of No-objection is given (or is deemed to have been given) by the Engineer under sub-paragraph (i) of Sub-Clause 4.4.1 [Preparation and Review] for all the Contractor's Documents which are relevant to its design, and construction of such part shall be in accordance with these Contractor's Documents;

直到工程师根据第 4.4.1 条(i)款[文件编制与审核] 对承包人所有的涉及设计和施工的文件发出无异议通知（或视为已经发出）以及该部分施工符合承包人文件，该部分施工才能开展。

(d) the Contractor may modify any design or Contractor's Documents which have previously been submitted for Review, by giving a Notice to the Engineer with reasons. If the Contractor has commenced construction of the part of the Works to which such design or Contractor's Documents are relevant, work on this part shall be suspended, the provisions of Sub-Clause 4.4.1 [Preparation and Review] shall apply as if the Engineer had given a Notice in respect of the Contractor's Documents under sub-paragraph (ii) of Sub-Clause 4.4.1, and work shall not resume until a Notice of No-objection is given (or is deemed to have been given) by the Engineer for the revised documents;

承包人可以通过通知工程师并说明理由的方式，修改先前提交审核的任何设计或承包人文件。如果承包商已开始施工与该设计或承包商文件有关的部分工程，该部分工程应暂停，则第 4.4.1 款[文件编制与审核]的条款须适用，如同工程师已根据第 4.4.1(ii)款的规定就承包人的文件发出通知一样，在工程师对经修订的文件发出无异议通知书(或视为已发出异议通知书)之前，不得恢复工程；

(e) the Contractor shall be responsible for this part and it shall, when the Works are completed, be fit for such purpose(s) for which the part is intended as are specified in the Contract (or, where no purpose(s) are so defined and described, fit for their ordinary purpose(s));

承包人应对该部分工程负责，并且在工程竣工后，该部分工程应适合在合同中约定的拟作的用途（如没有如此约定及描述的目的，则适合其通常用途）；

(f) in addition to the Contractor's undertaking above, the Contractor undertakes that the design and the Contractor's Documents for this part will comply with the technical standards stated in the Specification and Laws (in force when the Works are taken over under Clause 10 [Employer's Taking Over]) and in accordance with the documents forming the Contract, as altered or modified by Variations;

除了上述承包人的承诺外，承包人还承诺，该部分的设计和承包人文件符合规范和法律中规定的技术标准（在根据第 10 款[雇主管管]接管工程时有效），并符合构成合同的文件，并因变更而改变或修订；

(g) if Sub-Clause 4.4.2 [As-built Records] and/or Sub-Clause 4.4.3 [Operation and Maintenance Manuals] apply, the Contractor shall submit to the Engineer the Contractor's Documents for this part in accordance with such Sub-Clause(s) and in sufficient detail for the Employer to operate, maintain, dismantle, reassemble, adjust and repair this part; and

如第 4.4.2 款[竣工记录]及/或第 4.4.3 款[操作及保养手册]适用，承包人应按照该款向工程师提交承包人为本部分提供的文件，并提供充分的细则，供雇主操作、保养、拆卸、重新装配、调整及维修该部分；及

(h) if Sub-Clause 4.5 [Training] applies, the Contractor shall carry out training of the Employer's Personnel in the operation and maintenance of this part.

如果第 4.5 款[培训]适用，承包人应对雇主人员进行该部分的操作和维护方面的培训。

4.2 Performance Security 履约保证

The Contractor shall obtain (at the Contractor's cost) a Performance Security to secure the Contractor's proper performance of the Contract, in the amount and currencies stated in the Contract Data. If no amount is stated in the Contract Data, this Sub-Clause shall not apply.

承包人应自费按合同数据指出的金额和币种取得能够确保承包人履行本合同的履约担保，合同数据若未载明金额，则本款不适用。

4.2.1 Contractor's obligations 承包人的义务

The Contractor shall deliver the Performance Security to the Employer, with a copy to the Engineer, within 28 days after receiving the Letter of Acceptance. The Performance Security shall be issued by an entity and from within a country (or other jurisdiction) to which the Employer gives consent and shall be in the form annexed to the Particular Conditions, or in another form agreed by the Employer (but such consent and/or agreement shall not relieve the Contractor from any obligation under this Sub-Clause).

承包人应在收到中标函后 28 天内将此履约保证提交给雇主，并向工程师提交一份副本。该保证应在雇主批准的实体和国家（或其它管辖区）管辖范围内颁发，并采用专用条件附件中规定的格式或雇主批准的其他格式。（但这种同意和/或商定不应解除承包人根据本条款项下承担的任何义务）。

The Contractor shall ensure that the Performance Security remains valid and enforceable until the issue of the Performance Certificate and the Contractor has complied with Sub-Clause 11.11 [Clearance of Site]. If the terms of the Performance Security specify an expiry date, and the Contractor has not become entitled to receive the Performance Certificate by the date 28 days

before the expiry date, the Contractor shall extend the validity of the Performance Security until the issue of the Performance Certificate and the Contractor has complied with Sub-Clause 11.11 [Clearance of Site].

承包人应确保在完工证书颁发和承包人按照第 11.11 款[现场清理]规定完成之前履约保证金有效且可执行。如果履约保函的条款规定了失效日期，且承包人无权在截止日期前 28 天内收到完工证书，则承包人应延长履约保证金的有效期，直至颁发完工证书，且承包人已按照第 11.11 款[现场清理]规定完成清理。

Whenever Variations and/or adjustments under Clause 13 [Variations and Adjustments] result in an accumulative increase or decrease of the Contract Price by more than twenty percent (20%) of the Accepted Contract Amount:

当根据第 13 款[变更和调整]条款项下的变更和/或调整导致合同价格累计增加或减少超过中标合同金额的 20%时：

(a) in the case of such an increase, at the Employer's request the Contractor shall promptly increase the amount of the Performance Security in that currency by a percentage equal to the accumulative increase. If the Contractor incurs Cost as a result of this Employer's request, Sub-Clause 13.3.1 [Variation by Instruction] shall apply as if the increase had been instructed by the Engineer; or

在增加的情况下，应业主的要求，承包人应立即增加以该货币计算的履约保函金额，其增加的百分比等于累计增加的金额。如果承包人因雇主的要求而产生费用，则第 13.3.1 款[变更和指示]条款适用，如同该项加费是由工程师指示一样；或

(b) in the case of such a decrease, subject to the Employer's prior consent the Contractor may decrease the amount of the Performance Security in that currency by a percentage equal to the accumulative decrease.

在减少的情况下，经雇主事先同意，承包人可将以该货币计算的履约保函金额减少相当于累计减少额的百分比。

4.2.2 Claims under the Performance Security 履约担保项下的索要

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:

雇主不得根据履约保函提出索要，但在下列情况下雇主根据合同有权获得的金额除外：

(a) failure by the Contractor to extend the validity of the Performance Security, as described in this Sub-Clause, in which event the Employer may claim the full amount (or, in the case of previous reduction(s), the full remaining amount) of the Performance Security;

如本款所述，承包人未能延长履约保函的有效期，在此情况下，雇主可要求履约保证金的全部金额（或如先前有减支的情况下，要求剩余的全部金额）；

(b) failure by the Contractor to pay the Employer an amount due, as agreed or determined under Sub-Clause 3.7 [Agreement or Determination] or agreed or decided under Clause 21 [Disputes and Arbitration], within 42 days after the date of the agreement or determination or decision or arbitral award (as the case may be);



如果在商定或裁定、或裁决或仲裁裁决之日(视情况)后 42 天内承包人未按照第 3.7 款[商定或裁定]或根据第 21 款[争议和仲裁]商定或决定向雇主支付应付款;

(c) failure by the Contractor to remedy a default stated in a Notice given under Sub-Clause 15.1 [Notice to Correct] within 42 days or other time (if any) stated in the Notice;

承包人未能在通知中规定的 42 天内或其他时间 (如有) 纠正第 15.1 款[通知改正]发出的通知中所述的违约行为;

(d) circumstances which entitle the Employer to terminate the Contract under Sub-Clause 15.2 [Termination for Contractor's Default], irrespective of whether a Notice of termination has been given; or

出现使雇主有权根据第 15.2 款[因承包人违约而终止]而终止合同的情况, 不论是否已发出终止通知; 或

(e) if under Sub-Clause 11.5 [Remedying of Defective Work off Site] the Contractor removes any defective or damaged Plant from the Site, failure by the Contractor to repair such Plant, return it to the Site, reinstall it and retest it by the date of expiry of the relevant duration stated in the Contractor's Notice (or other date agreed by the Employer).

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 that the Employer was not entitled to make the claim.

Any amount which is received by the Employer under the Performance Security shall be taken into account:

根据第 11.5 款[对有缺陷的场外工作进行补救], 承包人将任何有缺陷或损坏的装备从现场移走, 如果承包人未能修理该设备, 将其返回现场, 并在承包人的通知(或雇主同意的其他日期)规定的有关期限届满之日重新安装并测试。

在雇主无权提出索要的情况下, 雇主应赔偿并使承包商免受根据履约担保提出的索要所造成的一切损害赔偿、损失和开支(包括法律费用和开支)。

雇主在履约担保收到的任何款项均应予以考虑:

(i) in the Final Payment Certificate under Sub-Clause 14.13 [Issue of FPC]; or

在第 14.13 款[颁发最终付款证书]项下的最终付款证书中; 或

(ii) if the Contract is terminated, in payment due to the Contractor under Sub-Clause 15.4 [Payment after Termination for Contractor's Default], Sub-Clause 15.7 [Payment after Termination for Employer's Convenience], Sub-Clause 16.4 [Payment after Termination by Contractor], Sub-Clause 18.5 [Optional Termination], or Sub-Clause 18.6 [Release from Performance under the Law] (as the case may be).

如果合同终止, 则根据第 15.4 款[因承包人违约在终止合同后付款]、第 15.7 款[为雇主方便而终止后付款]、第 16.4 款[承包人终止后付款]、第 18.5 款[任择终止]或第 18.6 款[依法解除履约](视情况)的规定向承包人支付应付款项。

4.2.3 Return of the Performance Security 完工证书的退还

The Employer shall return the Performance Security to the Contractor:



业主应将完工证书返还给承包人：

(a) within 21 days after the issue of the Performance Certificate and the Contractor has complied with Sub-Clause 11.11 [Clearance of Site]; or

在发出完工证书后 21 天内，承包人已遵守第 11.11 款[工地的清理]；或

(b) promptly after the date of termination if the Contract is terminated in accordance with Sub-Clause 15.5 [Termination for Employer's Convenience], Sub-Clause 16.2 [Termination by Contractor], Sub-Clause 18.5 [Optional Termination] or Sub-Clause 18.6 [Release from Performance under the Law].

如根据第 15.5 款[为雇主的方便而终止]、第 16.2 款[承包人终止]、第 18.5 款[可选终止]或第 18.6 款[依法解除履约]，则在终止之日后立即退还。

4.3 Contractor's Representative 承包人代表

The Contractor shall appoint the Contractor's Representative and shall give him/her all authority necessary to act on the Contractor's behalf under the Contract, except to replace the Contractor's Representative.

The Contractor's Representative shall be qualified, experienced and competent in the main engineering discipline applicable to the Works and fluent in the language for communications defined in Sub-Clause 1.4 [Law and Language].

承包人应指定承包人代表，并应给予他/她根据合同代表承包人行事所需的一切权力，但替换承包人代表除外。

承包人代表应具备适用于工程的主要工程学科的资格、经验和能力，并能流利地使用 1.4 款[法律和语言]所规定的交流语言。

Unless the Contractor's Representative is named in the Contract, the Contractor shall, before the Commencement Date, submit to the Engineer 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 replacement for such appointment. If the Engineer does not respond within 28 days after receiving this submission, by giving a Notice to the Contractor objecting to the proposed person or replacement, the Engineer shall be deemed to have given his/her consent.

除非合同中已注明承包人的代表的姓名，否则承包人应在开工日期前将其准备任命的代表姓名及详细情况提交工程师，以取得同意。如果同意被拒绝或随后被撤销，或该指定人员无法担任承包人的代表，则承包人应同样地提交另一合适人选的姓名及详细情况以获批准。如果工程师在收到这份意见书后 28 天内没有作出答复不提议的人或替代者的通知，工程师应被视为已表示同意。

The Contractor shall not, without the Engineer's prior consent, revoke the appointment of the Contractor's Representative or appoint a replacement (unless the Contractor's Representative is unable to act as a result of death, illness, disability or resignation, in which case his/her appointment shall be deemed to have been revoked with immediate effect and the appointment of a replacement shall be treated as a temporary appointment until the Engineer gives his/her consent

to this replacement, or another replacement is appointed, under this Sub-Clause).

未经工程师事先同意，承包人不得撤销对承包人代表的任命或任命替代者(除非承包人代表因死亡、疾病、残疾或辞职而无法行事，在这种情况下，他/她的任命应被视为立即撤销，并应临时任命，直至工程师同意或根据本款指定另一个替代者)。

The whole time of the Contractor's Representative shall be given to directing the Contractor's performance of the Contract. The Contractor's Representative shall act for and on behalf of the Contractor at all times during the performance of the Contract, including issuing and receiving all Notices and other communications under Sub-Clause 1.3 [Notices and Other Communications] and for receiving instructions under Sub-Clause 3.5 [Engineer's Instructions].

承包人代表的全部时间应用于指导承包人履行合同。在合同履行期间，承包人的代表应始终代表承包人行事，包括根据第 1.3 款[通知和其他沟通信息]签发和接收所有通知和其他通信，并根据第 3.5 款[工程师指示]接收指示。

The Contractor's Representative shall be based at the Site for the whole time that the Works are being executed at the Site. If the Contractor's Representative is to be temporarily absent from the Site during the execution of the Works, a suitable replacement shall be temporarily appointed, subject to the Engineer's prior consent.

在整个工程施工期间，承包人代表应常驻工程现场。如果承包人的代表在施工期间暂时离开工地，则应征得工程师的事先同意并临时指定一名适当的替代人员。

The Contractor's Representative may delegate any powers, functions and authority except:

除下列情况外，承包人的代表可代表任何权力、职能和职权：

(a) the authority to issue and receive Notices and other communications under Sub-Clause 1.3 [Notices and Other Communications]; and

根据第 1.3 款[通知和其他沟通信息]发出和接收通知和其他通信的权力；以及

(b) the authority to receive instructions under Sub-Clause 3.5 [Engineer's Instructions]), to any suitably competent and experienced person and may at any time revoke the delegation. Any delegation or revocation shall not take effect until the Engineer has received a Notice from the Contractor's Representative, naming the person, specifying the powers, functions and authority being delegated or revoked, and stating the timing of the delegation or revocation. All these persons shall be fluent in the language for communications defined in Sub-Clause 1.4 [Law and Language].

根据第 3.5 款[工程师的指示]接受指示的权力，向任何适当的称职和有经验的人发出指示，并可在任何时候随时撤销该授权。任何转授或撤销应在工程师收到承包人代表的通知、指名该人、具体说明所授予或撤销的权力、职能和权力以及说明转授或撤销的时间之前，才生效。所有这些人应能流利地使用第 1.4 款[法律和语言]所规定的交流语言。

4.4 Contractor's Documents 承包人的文件

4.4.1 Preparation and Review 编制和审查

The Contractor's Documents shall comprise the documents: 承包者的文件应包括下列文件：

(a) stated in the Specification;规范中说明的；

(b) required to satisfy all permits, permissions, licences and other regulatory approvals which are



the Contractor's responsibility under Sub-Clause 1.13 [Compliance with Laws];
根据第 1.13 款[遵守法律]而规定的应由承包人负责的所有许可证、执照及其他规管批准;

(c) described in Sub-Clause 4.4.2 [As-Built Records] and Sub-Clause 4.4.3 [Operation and Maintenance Manuals], where applicable; and

在第 4.4.2 款[竣工记录]和第 4.4.3 款[操作和维护手册]中做了说明的, 在适用的情况下; 及

(d) required under sub-paragraph (a) of Sub-Clause 4.1 [Contractor's General Obligations], where applicable.

Unless otherwise stated in the Specification, the Contractor's Documents shall be written in the language for communications defined in Sub-Clause 1.4 [Law and Language].

The Contractor shall prepare all Contractor's Documents and the Employer's Personnel shall have the right to inspect the preparation of all these documents, wherever they are being prepared.

If the Specification or these Conditions specify that a Contractor's Document is to be submitted to the Engineer for Review, it shall be submitted accordingly, together with a Notice from the Contractor stating that the Contractor's Document is ready for Review and that it complies with the Contract.

第 4.1 款[承包人的一般义务]第(a)款规定要求的, 如适用。

除非在规范中另有规定, 承包人的文件应以第 1.4 款[法律和语言]中规定的交流语言书写。承包人应准备所有承包人的文件, 雇主的人员有权检查所有这些文件的准备情况, 无论这些文件在何处准备。

如果规范或这些条件规定承包人的文件将提交给工程师进行审查, 则应连同承包人的通知一并提交, 说明承包人的文件准备进行审查并符合合同规定。

The Engineer shall, within 21 days after receiving the Contractor's Document and this Notice from the Contractor, give a Notice to the Contractor:

工程师应在收到承包人的文件和承包人的通知后 21 天内, 向承包人发出通知:

(i) of No-objection (which may include comments concerning minor matters which will not substantially affect the Works); or

无异议(可包括不会对工程造成重大影响的次要事项的评论); 或

(ii) that the Contractor's Document fails (to the extent stated) to comply with the Contract, with reasons.

承包人的文件(在所述范围内)没有遵守合同, 并说明原因。

If the Engineer gives no Notice within this period of 21 days, the Engineer shall be deemed to have given a Notice of No-objection to the Contractor's Document.

After receiving a Notice under sub-paragraph (ii), above, the Contractor shall revise the Contractor's Document and resubmit it to the Engineer for Review in accordance with this Sub-Clause and the period of 21 days for Review shall be calculated from the date that the Engineer receives it.

如果工程师在 21 天内没有发出通知, 工程师应被视为发出了对承包人的文件没有异议的通知。



在收到第(ii)款规定的通知后, 承包人应修订承包人的文件, 并根据本款重新提交给工程师进行审查, 审查期为 21 天, 从工程师收到该文件之日起计算。

4.4.2 As-Built Records 竣工记录

If no as-built records to be prepared by the Contractor are stated in the Specification, this Sub-Clause shall not apply.

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 by the Contractor. The format, referencing system, system of electronic storage and other relevant details of the as-built records shall be as stated in the Specification (if not stated, as acceptable to the Engineer). These records shall be kept on the Site and shall be used exclusively for the purposes of this Sub-Clause.

The as-built records shall be submitted to the Engineer for Review, and the Works shall not be considered to be completed for the purposes of taking-over under Sub-Clause 10.1 [Taking Over the Works and Sections] until the Engineer has given (or is deemed to have given) a Notice of No-objection under sub-paragraph (i) of Sub-Clause 4.4.1 [Preparation and Review].

The number of copies of as-built records to be submitted by the Contractor under this Sub-Clause shall be as required under Sub-Clause 1.8 [Care and Supply of Documents].

如果在本规范中没有规定承包人应编制的竣工记录, 则不适用本款。

承包人应当编制并随时更新一套完整的本工程实施“竣工记录”, 按承包人实施后原状显示工作的准确竣工部位、大小和细节。雇主要求说明书应指明竣工记录的格式、索引方法、电子存储方法和其他有关细节。(若未指明, 应得到雇主认可)。现场应始终保存这些记录并仅为本款所用。

竣工记录提交工程师审阅, 在工程师根据第 4.4.1(i)款[编制和审核]发出(或视为已发出)无异议通知书之前, 为根据第 10.1 款[接管工程及区段]的目的的工程不得视为已完成。

承包人根据本款提交的竣工记录副本的数量应符合第 1.8 款[文件的保管和交付]的要求。

4.4.3 Operation and Maintenance Manuals 操作和维护手册

If no operation and maintenance manuals to be prepared by the Contractor are stated in the Specification, this Sub-Clause shall not apply.

The Contractor shall prepare, and keep up-to-date, the operation and maintenance manuals in the format and other relevant details as stated in the Specification.

The operation and maintenance manuals shall be submitted to the Engineer for Review, and the Works shall not be considered to be completed for the purposes of taking-over under Sub-Clause 10.1 [Taking Over the Works and Sections] until the Engineer has given (or is deemed to have given) a Notice of No-objection under sub-paragraph (i) of Sub-Clause 4.4.1 [Preparation and Review].

如果在本规范中没有规定由承包人编制的操作和维护手册, 则不适用本款。

承包人应按照规定规定的格式和其他相关详情, 编制和更新操作和维护手册。

操作及维修手册须呈交工程师审阅, 在工程师根据第 4.4.1(i)款[编制和审核]发出(或视为已发出)无异议通知书之前, 为根据第 10.1 款[接管工程及区段]的目的的工程不得视为已完成。

4.5 Training 培训

If no training of employees of the Employer (and/or other identified personnel) by the Contractor



is stated in the Specification, this Sub-Clause shall not apply.

The Contractor shall carry out training of the Employer's employees (and/ or other personnel identified in the Specification) in the operation and maintenance of the Works, and any other aspect of the Works, to the extent stated in the Specification. The timing of the training shall be as stated in the Specification (if not stated, as acceptable to the Employer). The Contractor shall provide qualified and experienced training staff, training facilities and all training materials as necessary and/or as stated in the Specification.

If the Specification specifies training which is to be carried out before taking over, the Works shall not be considered to be completed for the purposes of taking over under Sub-Clause 10.1 [Taking Over the Works and Sections] until this training has been completed in accordance with the Specification.

如果承包人对雇主的雇员(和/或其他特定人员)的培训没有在规范中说明, 则本款不适用。承包人应在规范规定的范围内, 对雇主的雇员(和/或规格中确定的其他人员)进行工程操作和维护方面的培训, 并对工程的任何其他方面进行培训。培训的时间应符合说明书中的规定(如果没有说明, 为雇主所接受)。承包人应提供合格和有经验的培训人员、培训设施和所有必要的培训材料和/或规范中规定的培训材料。

如果规范规定了在接管前应进行的培训, 则根据第 10.1 款[工程和分段的接管]的规定, 在培训按照规范完成之前, 不得认为工程已完成接管。

4.6 Co-operation 协作

The Contractor shall, as stated in the Specification or as instructed by the Engineer, co-operate with and allow appropriate opportunities for carrying out work by:

承包人应按照合同的规范或工程师的指示, 为下述人员从事其工作提供一切适当的机会:

- (a) the Employer's Personnel; 雇主的人员;
- (b) any other contractors employed by the Employer; and 雇主雇用的任何其他承包人; 以及
- (c) the personnel of any legally constituted public authorities and private utility companies, 任何合法成立的公共机构和私人公用事业公司的人员;

who may be employed in the carrying out, on or near the Site, of any work not included in the Contract. Such appropriate opportunities may include the use of Contractor's Equipment, Temporary Works, access arrangements which are the responsibility of the Contractor, and/or other Contractor's facilities or services on the Site.

可受雇于工地或其附近进行任何不包括在合同工程在内的此类人员。这种适当的机会可包括使用承包人的设备、临时工程、承包人负责的出入安排和/或现场的其他承包商设施或服务。

The Contractor shall be responsible for the Contractor's construction activities on the Site, and shall use all reasonable endeavours to co-ordinate these activities with those of other contractors to the extent (if any) stated in the Specification or as instructed by the Engineer.

承包人应对承包人在现场的施工负责, 并应尽一切合理的努力在规格书中规定的范围(如有)内或按照工程师的指示, 与其他承包商协调施工。

If the Contractor suffers delay and/or incurs Cost as a result of an instruction under this



Sub-Clause, to the extent (if any) that co-operation, allowance of opportunities and coordination was Unforeseeable having regard to that stated in the Specification, the Contractor shall be entitled subject to Sub-Clause 20.2 [Claims For Payment and/or EOT] to EOT and/or payment of such Cost Plus Profit.

如果承包人因根据本款作出的指示而遭受延误和/或引起费用，在考虑到本规范所述的情况下，合作、机会和协调的补贴(如有)是不可预见的，承包人应有权根据第 20.2 款[付款和/或对支付和工期的索要]的规定，以获得对支付和工期的索要和/或支付这种成本加利润。

4.7 Setting Out 放线

The Contractor shall set out the Works in relation to the items of reference under Sub-Clause 2.5 [Site Data and Items of Reference].

承包人应根据第 2.5 款[现场数据和参照物]列出与参考项目有关的工程。

4.7.1 Accuracy 准确性

The Contractor shall: 承包人应当:

- (a) verify the accuracy of all these items of reference before they are used for the Works;
 - (b) promptly deliver the results of each verification to the Engineer;
 - (c) rectify any error in the positions, levels, dimensions or alignment of the Works; and
 - (d) be responsible for the correct positioning of all parts of the Works.
- (a)在工程使用前，核实所有这些参照物的准确性；
(b)迅速将每项核实的结果送交工程师；
(c)纠正工程的位置、水平、尺寸或对齐方面的任何错误；及
(d)负责工程所有部分的正确位置。

4.7.2 Errors 错误

If the Contractor finds an error in any items of reference, the Contractor shall give a Notice to the Engineer describing it:

如果承包人在任何参照物中发现错误，承包人应向工程师发出通知做说明：

- (a) within the period stated in the Contract Data (if not stated, 28 days) calculated from the Commencement Date, if the items of reference are specified on the Drawings and/or in the Specification; or

如果参照物在图纸和/或说明书上注明了的，则在合同数据中规定的从开工日期算起的期限内（如果未规定，则为 28 天）；或

- (b) as soon as practicable after receiving the items of reference, if they are issued by the Engineer under Sub-Clause 2.5 [Site Data and Items of Reference].

如果工程师根据第 2.5 款[现场数据和参照物]的规定发布了参照物的，则在收到参照物后，应在切实可行的情况下尽快实施。

4.7.3 Agreement or Determination of rectification measures, delay and/or Cost

对纠正措施、延迟和/或成本的商定

After receiving a Notice from the Contractor under Sub-Clause 4.7.2 [Errors], the Engineer shall proceed under Sub-Clause 3.7 [Agreement or Determination] to agree or determine:



在收到承包人根据第 4.7.2 款[错误]发出的通知后,对纠正措施、延迟和/或成本的商定或确定,工程师应根据第 3.7 款[商定或确定]规定予以同意或确定:

- (a) whether or not there is an error in the items of reference;参照物中是否有错误;
- (b) whether or not (taking account of cost and time) an experienced contractor exercising due care would have discovered such an error
经验丰富的承包人是否会发现这样的错误(考虑到成本和时间)

- when examining the Site, the Drawings and the Specification before submitting the Tender; or
- if the items of reference are specified on the Drawings and/or in the Specification and the Contractor's Notice is given after the expiry of the period stated in sub-paragraph (a) of Sub-Clause 4.7.2; and

在提交标书前,在检查工地、图纸和规格时;或

如果在图纸和(或)说明书中注明了参照物,且承包人的通知是在 4.7.2 条(a)分款项所述期限届满后发出的;和

- (c) what measures (if any) the Contractor is required to take to rectify the error (and, for the purpose of Sub-Clause 3.7.3 [Time limits], the date the Engineer receives the Contractor's Notice under Sub-Clause 4.7.2 [Errors] shall be the date of commencement of the time limit for agreement under Sub-Clause 3.7.3).

If, under sub-paragraph (b) above, an experienced contractor would not have discovered the error: 承包人需要采取哪些措施(如有)以纠正错误(就第 3.7.3 款[时限]而言,工程师根据第 4.7.2 款[错误]收到承包人通知的日期)应是第 3.7.3 款规定协议时限的开始日期。

- (i) Sub-Clause 13.3.1 [Variation by Instruction] shall apply to the measures that the Contractor is required to take (if any); and

第 13.3.1 款[指示变更]适用于承包人须采取的措施(如有);及

- (ii) if the Contractor suffers delay and/or incurs Cost as a result of the error, the Contractor shall be entitled subject to Sub-Clause 20.2 [Claims For Payment and/or EOT] to EOT and/or payment of such Cost Plus Profit.

如果承包人因错误而遭受延误和/或引起费用,承包人应有权在符合第 20.2 款[付款和/或 EOT 索要]的情况下获得工期的索要和/或支付该成本加利润。

4.8 Health and Safety Obligations 健康和安义务

The Contractor shall: 承包人应:

- (a) comply with all applicable health and safety regulations and Laws;
遵守所有适用的健康和安条例和法律;

- (b) comply with all applicable health and safety obligations specified in the Contract;
遵守合同中规定的所有适用的健康和安义务;

- (c) comply with all directives issued by the Contractor's health and safety officer (appointed under Sub-Clause 6.7 [Health and Safety of Personnel]);
遵守承包人健康和安管理人员(根据第 6.7 款[人员的健康和安]任命)发布的所有指示;



(d) take care of the health and safety of all persons entitled to be on the Site and other places (if any) where the Works are being executed;

注意所有有权在现场和正在实施工程的其他地方（如有）工作的人员的健康和安全；

(e) keep the Site, Works (and the other places (if any) where the Works are being executed) clear of unnecessary obstruction so as to avoid danger to these persons;

保持现场、工程（以及工程正在执行的其他地方）清除不必要的障碍物，以避免对这些人员的危险；

(f) provide fencing, lighting, safe access, guarding and watching of:

设置下列各项的围栏、照明、安全出入口、保卫与观察点：

(i) the Works, until the Works are taken over under Clause 10 [Employer's Taking Over]; and

(ii) any part of the Works where the Contractor is executing outstanding works or remedying any defects during the DNP; and

本工程，一直到按第 10 条【雇主接收】接收本工程为止；和，本工程在缺陷通知期承包人实施未完工作或弥补任何缺陷的人和部分；以及

(g) 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 and property.

Within 21 days of the Commencement Date and before commencing any construction on the Site, the Contractor shall submit to the Engineer for information a health and safety manual which has been specifically prepared for the Works, the Site and other places (if any) where the Contractor intends to execute the Works. This manual shall be in addition to any other similar document required under applicable health and safety regulations and Laws.

因实施本工程而为保护公众和邻近土地和财产主人与占用人并供其使用设置可能需用的所有临时工程（包括道路、步行道、防护栏杆和围栏）。

在开工之日起 21 天内，在工地开始任何施工之前，承包人应向工程师提交一份健康和安全手册，供其参考，该手册已专门为工程、工地和承包人拟实施工程的其他地方（如有）编制。本手册应是对适用的健康和安全条例和法律所要求的任何其他类似文件的补充。

The health and safety manual shall set out all the health and safety requirements:

(i) stated in the Specification;

(ii) that comply with all the Contractor's health and safety obligations under the Contract; and

(iii) that are necessary to effect and maintain a healthy and safe working environment for all persons entitled to be on the Site and other places (if any) where the Works are being executed.

健康和安全手册应规定所有卫生和安全要求：

(I) 规范所述明的；

(II) 符合承包人在合约下的所有健康及安全义务；及

(iii) 有必要在工程正在实施的地方及其他地方(如有)，实施并维持健康及安全的工作环境。

This manual shall be revised as necessary by the Contractor or the Contractor's health and safety

officer, or at the reasonable request of the Engineer. Each revision of the manual shall be submitted promptly to the Engineer.

In addition to the reporting requirement of sub-paragraph (g) of Sub-Clause 4.20 [Progress Reports], the Contractor shall submit to the Engineer details of any accident as soon as practicable after its occurrence and, in the case of an accident causing serious injury or death, shall inform the Engineer immediately.

The Contractor shall, as stated in the Specification and as the Engineer may reasonably require, maintain records and make reports (in compliance with the applicable health and safety regulations and Laws) concerning the health and safety of persons and any damage to property.

本手册应根据承包人或承包人的健康和安全的合理要求进行修订。手册的每次修订应及时提交给工程师。

除了第 4.20(g)款[进度报告]的报告要求外，承包人应在事故发生后尽快向工程师提交任何事故的详细信息，在发生严重伤害或死亡的情况下，应立即通知工程师。

承包人应按照规定中的规定和工程师可能合理的要求，保持记录，并就人员的健康和安全的任何损害作出报告（符合适用的健康和安全的法规和法律）。

4.9 Quality Management and Compliance Verification Systems 质量管理和履约核实制度

4.9.1 Quality Management System 质量管理体系

The Contractor shall prepare and implement a QM System to demonstrate compliance with the requirements of the Contract. The QM System shall be specifically prepared for the Works and submitted to the Engineer within 28 days of the Commencement Date. Thereafter, whenever the QM System is updated or revised, a copy shall promptly be submitted to the Engineer.

The QM System shall be in accordance with the details stated in the Specification (if any) and shall include the Contractor's procedures:

- (a) to ensure that all Notices and other communications under Sub-Clause 1.3 [Notices and Other Communications], Contractor's Documents, as-built records (if applicable), operation and maintenance manuals (if applicable), and contemporary records can be traced, with full certainty, to the Works, Goods, work, workmanship or test to which they relate;
- (b) to ensure proper coordination and management of interfaces between the stages of execution of the Works, and between Subcontractors; and
- (c) for the submission of Contractor's Documents to the Engineer for Review.

承包人应编制和实施质量管理体系，以证明符合合同的要求。质量管理体系专门为工程准备并应在工程开始之日起 28 天内提交给工程师。此后，每当质量管理体系更新或修订时，应立即向工程师提交一份副本。

质量管理体系应符合规范（如有）中的具体规定并包括承包人的程序：

- (a) 确保根据第 1.3 款[通知与其他沟通信息]发出的所有通知及其他通信、承建商的文件、已建造的纪录(如适用)、操作及保养手册(如适用) 及同期纪录，均能完全确定地追溯到与其有关的工程、货品、工作、工艺或测试；
- (b) 确保工程实施阶段和分包商之间的衔接得到适当协调和管理；以及
- (c) 将承包人的文件提交给工程师审核。

The Engineer may Review the QM System and may give a Notice to the Contractor stating the extent to which it does not comply with the Contract. Within 14 days after receiving this Notice, the Contractor shall revise the QM System to rectify such non-compliance. If the Engineer does



not give such a Notice within 21 days of the date of submission of the QM System, the Engineer shall be deemed to have given a Notice of No-objection.

The Engineer may, at any time, give a Notice to the Contractor stating the extent to which the Contractor is failing to correctly implement the QM System to the Contractor's activities under the Contract. After receiving this Notice, the Contractor shall immediately remedy such failure.

The Contractor shall carry out internal audits of the QM System regularly, and at least once every 6 months. The Contractor shall submit to the Engineer a report listing the results of each internal audit within 7 days of completion. Each report shall include, where appropriate, the proposed measures to improve and/or rectify the QM System and/or its implementation.

If the Contractor is required by the Contractor's quality assurance certification to be subject to external audit, the Contractor shall immediately give a Notice to the Engineer describing any failing(s) identified in any external audit. If the Contractor is a JV, this obligation shall apply to each member of the JV.

工程师可审查质量管理体系,并可向承包人发出通知,说明其不符合合同的程度。在收到本通知后 14 天内,承包人应修改质量管理制度,以纠正这种不符合规定的情况。如果工程师在质量管理体系提交之日起 21 天内没有发出这样的通知,工程师应被视为已发出无异议通知。

工程师可随时向承包人发出通知,说明承包人在何种程度上未能正确实施质量管理体系,以适应承包人在合同项下的施工。收到本通知后,承包人应立即纠正这一失误。

承包人应至少每 6 个月一次定期对质量管理体系进行内部审计。承包人应在完成后 7 天内向工程师提交一份报告,列出每次内部审计的结果。每一份报告应酌情包括改进和/或纠正质量管理制度的/或其实施的拟议措施。

如果承包人的质量保证证书要求承包人接受外部审计,承包人应立即向工程师发出通知,说明在任何外部审计中发现的任何不合格。如果承包人是联合体,这一义务应适用于联合体的每个成员。

4.9.2 Compliance Verification System 守约核实制度

The Contractor shall prepare and implement a Compliance Verification System to demonstrate that the design (if any), Materials, Employer-Supplied Materials (if any), Plant, work and workmanship comply in all respects with the Contract.

The Compliance Verification System shall be in accordance with the details stated in the Specification (if any) and shall include a method for reporting the results of all inspections and tests carried out by the Contractor. In the event that any inspection or test identifies a non-compliance with the Contract, Sub-Clause 7.5 [Defects and Rejection] shall apply.

The Contractor shall prepare and submit to the Engineer a complete set of compliance verification documentation for the Works or Section (as the case may be), fully compiled and collated in the manner described in the Specification or, if not so described, in a manner acceptable to the Engineer.

承包人应编制并实施守约核实制度,以证明设计(如有)、材料、雇主支持的材料(如有)、装备、工程和工艺在所有方面都符合合同规定。

守约核实制度应符合规范(如有)的具体要求,并包括报告承包人进行的所有检查和测试结果的方法。如果任何检验或测试发现不符合合同,则适用第 7.5 款[缺陷和拒绝]。

承包人应为工程或区段(视情况)编制并向工程师提交一套完整的符合性验证文件,按照规范规定的方式进行充分汇编和核对,如无该对的,则以工程师可以接受的方式进行整理。

4.9.3 General provision 一般性规定

Compliance with the QM System and/or Compliance Verification System shall not relieve the Contractor from any duty, obligation or responsibility under or in connection with the Contract.

遵守质量管理体系和/或守约核实制度不应免除承包人根据合同或与合同有关的任何义务、义务或责任。

4.10 Use of Site Data 现场数据

The Contractor shall be responsible for interpreting all data referred to under Sub-Clause 2.5 [Site Data and Items of Reference].

To the extent which was practicable (taking account of cost and time), the Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Tender or Works. To the same extent, the Contractor shall be deemed to have inspected and examined the Site, access to the Site, its surroundings, the above data and other available information, and to have been satisfied before submitting the Tender as to all matters relevant to the execution of the Works, including:

在一定程度上只要可行（考虑到费用和时间），承包人应被认为已取得了可能对投标文件或工程产生影响或作用的有关风险、意外事故及其他情况的全部必要的资料。在同一程度上，承包人也被认为在提交投标文件之前已对现场及其周围环境、上述数据及提供的其他资料进行了检查与审核，并对所有相关事宜感到满意，包括：

- (a) the form and nature of the Site, including sub-surface conditions;
 - (b) the hydrological and climatic conditions, and the effects of climatic conditions at the Site;
 - (c) the extent and nature of the work and Goods necessary for the execution of the Works;
 - (d) the Laws, procedures and labour practices of the Country; and
 - (e) the Contractor's requirements for access, accommodation, facilities, personnel, power, transport, water and any other utilities or services.
- (a) 场地的形式和性质，包括地下情况；
- (b) 水文和气候条件，以及现场气候条件的影响；
- (c) 实施工程所需的工作和货物的范围和性质；
- (d) 该国的法律、程序和劳工惯例；和
- (e) 承包人对通道、住宿、设施、人员、电力、交通、水和任何其他公用事业或服务的要求。

4.11 Sufficiency of the Accepted Contract Amount 合同价足额

The Contractor shall be deemed to: 承包人应被认为：

- (a) have satisfied himself/herself as to the correctness and sufficiency of the Accepted Contract Amount; and

已完全理解了接受的合同金额的正确性和充分性，以及

- (b) have based the Accepted Contract Amount on the data, interpretations, necessary information, inspections, examinations and satisfaction as to all relevant matters described in Sub-Clause 4.10 [Use of Site Data].

该接受的合同金额是基于第 4.10 款[现场数据]提供的数据、解释、必要资料、检查、审核及其他相关资料。



Unless otherwise stated in the Contract, the Accepted Contract Amount shall be deemed to cover all the Contractor's obligations under the Contract and all things necessary for the proper execution of the Works in accordance with the Contract.

除非合同另有规定, 接受的合同金额应视为包括承包人根据合同承担的所有义务和按照合同认真实施工程所必需的一切费用。

4.12 Unforeseeable Physical Conditions 不可预见的客观条件

In this Sub-Clause, "physical conditions" means natural physical conditions and physical obstructions (natural or man-made) and pollutants, which the Contractor encounters at the Site during execution of the Works, including sub-surface and hydrological conditions but excluding climatic conditions at the Site and the effects of those climatic conditions.

If the Contractor encounters physical conditions which the Contractor considers to have been Unforeseeable and that will have an adverse effect on the progress and/or increase the Cost of the execution of the Works, the following procedure shall apply:

本款中, "外界条件" 是指承包人在实施工程中遇见的自然物理条件、物理障碍(自然的或人为的)和污染物, 包括地下和水文条件, 但不包括现场的气候条件和这些气候条件的影响。如果承包人遇到承包人认为不可预见的、会对工程进度产生不利影响和/或增加工程实施成本的实际情况, 应采用以下程序:

4.12.1 Contractor's Notice 承包人的通知

After discovery of such physical conditions, the Contractor shall give a Notice to the Engineer, which shall:

- (a) be given as soon as practicable and in good time to give the Engineer opportunity to inspect and investigate the physical conditions promptly and before they are disturbed;
- (b) describe the physical conditions, so that they can be inspected and/ or investigated promptly by the Engineer;
- (c) set out the reasons why the Contractor considers the physical conditions to be Unforeseeable; and
- (d) describe the manner in which the physical conditions will have an adverse effect on the progress and/or increase the Cost of the execution of the Works.

在发现这种客观条件后, 承包人应向工程师发出通知, 工程师应:

- (a) 在实际可行的情况下, 尽快给予工程师机会及时检查和调查其客观状况, 以免其受到干扰;
- (b) 描述客观条件, 以便工程师及时对其进行检查和/或调查;
- (c) 列出承包人认为该等客观状况不可预见的原因; 及
- (d) 描述客观条件对工程进度产生不利影响和/或增加工程施工成本的方式。

4.12.2 Engineer's inspection and investigation 工程师检查和调查

The Engineer shall inspect and investigate the physical conditions within 7 days, or a longer period agreed with the Contractor, after receiving the Contractor's Notice.

The Contractor shall continue execution of the Works, using such proper and reasonable measures as are appropriate for the physical conditions and to enable the Engineer to inspect and investigate them.



工程师应在收到承包人的通知后 7 天内或与承包人商定的较长期间,对客观条件进行检查和调查。

承包人应继续实施工程,采取适合实际情况的适当和合理的措施,使工程师能够检查和调查。

4.12.3 Engineer's instructions 工程师指示

The Contractor shall comply with any instructions which the Engineer may give for dealing with the physical conditions and, if such an instruction constitutes a Variation, Sub-Clause 13.3.1 [Variation by Instruction] shall apply.

承包人应遵守工程师为处理实际情况而发出的任何指示,如果这种指示构成变更,则应适用第 13.3.1 款[指示更改]。

4.12.4 Delay and/or Cost 延误与费用

If and to the extent that the Contractor suffers delay and/or incurs Cost due to these physical conditions, having complied with Sub-Clauses 4.12.1 to 4.12.3 above, the Contractor shall be entitled subject to Sub-Clause 20.2 [Claims For Payment and/or EOT] to EOT and/or payment of such Cost.

如果承包人因上述客观条件而遭受延误和/或发生费用,则承包人应按照上述第 4.12.1 至 4.12.3 款的规定,有权根据第 20.2 款[支付和/或工期索要]的规定,获得工期索要和/或此类费用的支付。

4.12.5 Agreement or Determination of Delay and/or Cost 对延误和/或费用的商定或确定

The agreement or determination, under Sub-Clause 20.2.5 [Agreement or determination of the Claim], of any Claim under Sub-Clause 4.12.4 [Delay and/or Cost] shall include consideration of whether and (if so) to what extent the physical conditions were Unforeseeable.

The Engineer may also review whether other physical conditions in similar parts of the Works (if any) were more favourable than could reasonably have been foreseen by the Base Date. If and to the extent that these more favourable conditions were encountered, the Engineer may take account of the reductions in Cost which were due to these conditions in calculating the additional Cost to be agreed or determined under this Sub-Clause 4.12.5. However, the net effect of all additions and reductions under this Sub-Clause 4.12.5 shall not result in a net reduction in the Contract Price.

The Engineer may take account of any evidence of the physical conditions foreseen by the Contractor by the Base Date, which the Contractor may include in the supporting particulars for the Claim under Sub-Clause 20.2.4 [Fully detailed Claim], but shall not be bound by any such evidence.

根据第 20.2.5 款[对索要的商定或确定]和第 4.12.4 款[延迟和/或费用]提出的任何索要的商定或确定应包括考虑客观状况是否不可预见以及(如是)在何种程度上不可预见。

工程师还可审查工程的类似部分(如有)中的其他客观条件是否比基本日之前预计合理的其他客观条件更有利。如果并在遇到这些更有利的条件的程度上,工程师在根据本款第 4.12.5 条计算商定或确定的额外费时可考虑到由于这些条件而导致的成本降低。但是,本款项下的所有增加和减少的实际结果不应导致合同价格的净减少。

工程师可考虑到承包人在基准日之前预见的客观状况的任何证据,承包人可在根据第 20.2.4 款[充分详细的索要]项下提出的索要的佐证中列入这些证据,但不受任何此类证据的约束。

4.13 Rights of Way and Facilities 道路通行权和设施



The Contractor shall bear all costs and charges for special and/or temporary rights-of-way which may be required for the purposes of the Works, including those for access to the Site.

The Contractor shall also obtain, at the Contractor's risk and cost, any additional facilities outside the Site which may be required for the purposes of the Works.

承包人应承担工程中可能需要的所有特殊和/或临时通行权的费用，包括进入工地的费用。

承包人还应自行承担风险和费用，获得工地外为工程目的可能需要的任何额外设施。

4.14 Avoidance of Interference 避免干扰

The Contractor shall not interfere unnecessarily or improperly with:

- (a) the convenience of the public; or
- (b) 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.

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.

承包人不应当不必要地或不适当地干扰

- (a) 公众的方便；或
- (b) 进入和使用以及占用所有道路和人行道，不论这些道路和人行道是公共的或是在雇主或其他人的占用之下。

承包人应保障并使雇主免于因上述不必要或不适当的干扰带来的后果而遭受的损害、损失和开支（包括法律费用和开支）。

4.15 Access Route 进场路线

The Contractor shall be deemed to have been satisfied, at the Base Date, as to the suitability and availability of the access routes to the Site. The Contractor shall take all necessary measures to prevent any road or bridge from being damaged by the Contractor's traffic or by the Contractor's Personnel. These measures shall include the proper use of appropriate vehicles (conforming to legal load and width limits (if any) and any other restrictions) and routes.

在基准日，承包人应被认为对他选用的进场路线的适宜性和可用性感到满意。承包人应采取一切必要措施保护这些道路或桥梁免于因为承包人的交通运输或承包人的人员而遭受损坏。这些措施应包括适当使用适当的车辆(符合法定载重和宽度限制(如有)和任何其他限制)和路线。

Except as otherwise stated in these Conditions: 除合同中另有说明外:

- (a) the Contractor shall (as between the Parties) be responsible for repair of any damage caused to, and any maintenance which may be required for the Contractor's use of, access routes;
- (a) 承包人应该（就双方而言）负责修复对进入路线造成的任何损坏，以及承包商使用进入路线可能需要的任何维护；
- (b) the Contractor shall provide all necessary signs or directions along access routes, and shall obtain any permissions or permits which may be required from the relevant authorities, for the Contractor's use of routes, signs and directions;
- (b) 承包人应提供所有沿进场路线必需的标志或方向指示，并应为使用此类进场路线、标志和方向指示，取得有关部门的批准；



(c) the Employer shall not be responsible for any third party claims which may arise from the Contractor's use or otherwise of any access route;

(c) 雇主不对承包人使用或以其他方式使用任何进入路线可能引起的任何第三方索赔负责;

(d) the Employer does not guarantee the suitability or availability of particular access routes; and

(d) 雇主不保证任何特定的进场路线的适宜性和可用性; 以及

(e) all Costs due to non-suitability or non-availability, for the use required by the Contractor, of access routes shall be borne by the Contractor.

(e) 因承包人所需的使用的进场路线的不适宜性或不可用性而导致的费用, 由承包人承担。

To the extent that non-suitability or non-availability of an access route arises as a result of changes to that access route by the Employer or a third party after the Base Date and as a result the Contractor suffers delay and/or incurs Cost, the Contractor shall be entitled subject to Sub-Clause 20.2 [Claims For Payment and/or EOT] to EOT and/or payment of such Cost.

如果由于业主或第三方在基准日之后对该接入线路进行了变更, 且承包人因此延迟和/或导致成本, 承包人应有权根据第 20.2 款[支付和/或工期索要]的规定授予工期和/或支付此类费用。

4.16 Transport of Goods 货物运输

The Contractor shall: 承包人应当

(a) give a Notice to the Engineer not less than 21 days before the date on which any Plant, or a major item of other Goods (as stated in the Specification), will be delivered to the Site;

在任何装备或其他货物的主要项目(如本规范所述)交付工地日期前不少于 21 天, 通知工程师;

(b) be responsible for packing, loading, transporting, receiving, unloading, storing and protecting all Goods and other things required for the Works;

承包人应对工程所需的所有货物和其他物品的包装、装载、运输、接收、卸货、保存和保护负责; 以及

(c) be responsible for customs clearance, permits, fees and charges related to the import, transport and handling of all Goods, including all obligations necessary for their delivery to the Site; and

负责与所有货物的进口、运输和处理有关的清关、许可证、费用和收费, 包括向现场交付货物所需的一切义务;

(d) indemnify and hold the Employer harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from the import, transport and handling of all Goods, and shall negotiate and pay all third party claims arising from their import, transport and handling.

保障雇主不承担对所有货物的进口、运输和处理所造成的一切损害、损失和费用(包括律师费和费用), 并应负责就其进口、运输和处理引起的所有第三方索要要进行谈判和支付。



4.17 Contractor's Equipment 承包人的设备

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. The Contractor shall not remove from the Site any major items of Contractor's Equipment without the Engineer's consent. However, consent shall not be required for vehicles transporting Goods or Contractor's Personnel off Site.

承包人应对所有承包人的设备负责。所有承包人的设备一经运至现场，都应视为专门用于该工程的实施。没有工程师的同意，承包人不得将任何主要的承包人的设备移出现场。但负责将货物或承包人的人员运离现场的运输工具，不必经过同意。

In addition to any Notice given under Sub-Clause 4.16 [Transport of Goods], the Contractor shall give a Notice to the Engineer of the date on which any major item of Contractor's Equipment has been delivered to the Site. This Notice shall be given within 7 days of the delivery date, shall identify whether the item of Contractor's Equipment is owned by the Contractor or a Subcontractor or another person and, if rented or leased, shall identify the rental or leasing entity.

除了根据第 4.16 款[货物运输]发出的任何通知外，承包人还应向工程师发出通知，说明承包人主要设备交付工地的日期。该通知应在交付日期后 7 天内发出，应标明承包人设备项目是否为承包人或分包商或他方所有，如果租用或租赁，应标明租赁或租赁实体。

4.18 Protection of the Environment 环境保护

The Contractor shall take all necessary measures to: 承包人应采取一切合理措施

- (a) protect the environment (both on and off the Site);
- (b) comply with the environmental impact statement for the Works (if any); and
- (c) limit damage and nuisance to people and property resulting from pollution, noise and other results of the Contractor's operations and/or activities.

The Contractor shall ensure that emissions, surface discharges, effluent and any other pollutants from the Contractor's activities shall exceed neither the values indicated in the Specification, nor those prescribed by applicable Laws.

- (a) 保护环境(现场和场外);
- (b) 遵守工程的环境影响说明(如有); 及
- (c) 限制承包人作业和(或)活动造成的污染、噪音和其他后果对人员和财产造成的损害和滋扰。

承包人应保证承包人产生的散发物、地面排水及排污不能超过规范中规定的数值，也不能超过法律规定的数值。

4.19 Temporary Utilities 临时公用事业设备

The Contractor shall, except as stated below, be responsible for the provision of all temporary utilities, including electricity, gas, telecommunications, water and any other services the Contractor may require for the execution of the Works.

除下述情况外，承包人应负责准备自己为实施本工程可能需用的所有临时公用事业设备，包括电力、燃气、电信、水和任何其他公共设施补给。

The following provisions of this Sub-Clause shall only apply if, as stated in the Specification, the Employer is to provide utilities for the Contractor's use. The Contractor shall be entitled to use,

for the purposes of the Works, the utilities on the Site for which details and prices are given in the Specification. The Contractor shall, at the Contractor's risk and cost, provide any apparatus necessary for the Contractor's use of these services and for measuring the quantities consumed. The apparatus provided for measuring quantities consumed shall be subject to the Engineer's consent. The quantities consumed (if any) during each period of payment stated in the Contract Data (if not stated, each month) shall be measured by the Contractor, and the amount to be paid by the Contractor for such quantities (at the prices stated in the Specification) shall be included in the relevant Statement.

只有雇主要求说明书指明由雇主准备公用事业设备供承包人使用时，本款下列条文才适用。承包人为了本工程应有权使用雇主要求说明书中已有细节与价格的现场公共事业设备。承包人应自担风险和费用，准备为了使用这些设施，以及计量消耗量而需要的所有用具。为计量消耗量而准备的用具应得到雇主应允。合同数据中指明的每一付款期（若未指明，一个月）可能的消耗量应由承包人计量，而为该数量（按雇主要求说明书指明的价格）应由其支付给雇主的数额应列入有关报表。

4.20 Progress Reports 进展报告

Monthly progress reports, in the format stated in the Specification (if not stated, in a format acceptable to the Engineer) shall be prepared by the Contractor and submitted to the Engineer. Each progress report shall be submitted in one paper-original, one electronic copy and additional paper copies (if any) as stated in the Contract Data. The first report shall cover the period up to the end of the first month following the Commencement Date. Reports shall be submitted monthly thereafter, each within 7 days after the last day of the month to which it relates.

承包人应当按规范中规定的格式（如无，按工程师可接受的格式）编制月度进度报告并提交给工程师。每份进度报告应按照合同资料所述提交一份纸质原件、一份电子副本和其他纸质副本（如有）。第一次报告应包括在开工日期之后的第一个月结束的期间。此后，报告应每月提交，每一次应在与之相关的月份最后一天后 7 天内提交。

Reporting shall continue until the Date of Completion of the Works or, if outstanding work is listed in the Taking-Over Certificate, the date on which such outstanding work is completed. Unless otherwise stated in the Specification, each progress report shall include:

报告应持续至工程竣工日期，或如果未完成工程列入接收证书，则应持续到该未完成的工作完成之日。除非在说明书中另有说明，否则每份进度报告应包括：

(a) charts, diagrams and detailed descriptions of progress, including each stage of (design by the Contractor, if any) Contractor's Documents, procurement, manufacture, delivery to Site, construction, erection and testing;

进度图表、图表和详细说明，包括(承包人设计的，如有) 每一阶段的承包人文件、采购、制造、现场交货、施工、安装和测试；

(b) photographs and/or video recordings showing the status of manufacture and of progress on and off the Site;

照片和/或录像记录，显示现场和场外的制造和进展情况；

(c) 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 dates of:

- (i) commencement of manufacture,
 - (ii) Contractor's inspections,
 - (iii) tests, and
 - (iv) shipment and arrival at the Site;
- (c) 与每项主要装备和材料制造有关的制造商名称、制造地点、进度百分比，以及以下各项的实际或预期日期：
- (i) 开始制造；
 - (ii) 承包人的检查；
 - (iii) 检验；以及
 - (iv) 运输和到达现场
- (d) the details described in Sub-Clause 6.10 [Contractor's Records];
- (e) copies of quality management documents, inspection reports, test results, and compliance verification documentation (including certificates of Materials);
- (f) a list of Variations, and any Notices given (by either Party) under Sub-Clause 20.2.1 [Notice of Claim];
- (g) health and safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations; and
- (h) comparisons of actual and planned progress, with details of any events or circumstances which may adversely affect the completion of the Works in accordance with the Programme and the Time for Completion, and the measures being (or to be) adopted to overcome delays.
- However, nothing stated in any progress report shall constitute a Notice under a Sub-Clause of these Conditions.
- (d) 在第 6.10 款【承包人的记录】中描述的详细情况；
- (e) 质量管理文件、检查报告、检验结果和合规核查文件(包括材料证书)的副本；
- (f) 变更清单，以及(任何一方)根据第 20.2.1 款[索要通知]发出的任何通知；
- (g) 健康和安全统计，包括涉及环境和公共关系有关的任何危险事件与活动的详情；以及
- (h) 实际进展与计划进度的对比，连同可能损及按当前实施计划和工期完成本工程的任何事件或情况的详情，以及为克服延误正在（或即将）采取的各项措施。
- 但是，任何进度报告中的任何陈述都不应构成这些条件的子条款下的通知。

4.21 Security of the Site 现场安保

The Contractor shall be responsible for the security of the Site, and:

承包人应负责现场的安全，并

- (a) for keeping unauthorised persons off the Site; and
 - (b) authorised persons shall be limited to the Contractor's Personnel, the Employer's Personnel, and to any other personnel identified as authorised personnel (including the Employer's other contractors on the Site), by a Notice from the Employer or the Engineer to the Contractor.
- (a) 承包人应负责阻止未获授权的人员进入现场；以及
- (b) 授权人员仅限于承包人的人员和雇主的人员，以及雇主的其他承包人在现场的授权人员并由雇主或工程师通知了承包人的任何其他人员。



4.22 Contractor's Operations on Site 承包人的现场工作

The Contractor shall confine the Contractor's operations to the Site, and to any additional areas which may be obtained by the Contractor and acknowledged by the Engineer 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.

承包人应将其工作限制在现场以及承包人可能得到并获得工程师同意作为工作区的任何附加区域。承包人应采取一切必要的预防措施以保证他的人员与设备处在现场及此类附加区域之内，并避免他们进入邻地。

At all times, the Contractor shall keep the Site free from all unnecessary obstruction, and shall properly store or remove from the Site any Contractor's Equipment (subject to 4.17 [Contractor's Equipment]) and/or surplus materials. The Contractor shall promptly clear away and remove from the Site any wreckage, rubbish, hazardous waste and Temporary Works which are no longer required.

承包人应随时将场地保持不存在不必要的障碍物，并应妥善储存或从现场移除任何承包人的设备（按照 4.17[承包人的设备]）和/或剩余材料。承包人应立即清除并从现场清除任何不再需要的残留物、垃圾、危险废物和临时工程。

Promptly after the issue of a Taking-Over Certificate, the Contractor shall clear away and remove, from that part of the Site and Works to which the Taking-Over Certificate refers, all Contractor's Equipment, surplus material, wreckage, rubbish, hazardous waste and Temporary Works. The Contractor shall leave that part of the Site and the Works in a clean and safe condition. However, the Contractor may retain at locations on the Site agreed with the Engineer, during the DNP, such Goods as are required for the Contractor to fulfill obligations under the Contract.

在颁发接收证书后，承包人应立即从该接收证书涉及的那部分现场和工程中清除并运走承包人的所有设备、剩余材料、残物、垃圾和临时工程。承包人应保持该部分现场和工程处于清洁和安全状况。但是，承包人可以在现场保留在缺陷通知期间内为履行合同中规定的义务所需的货物。

4.23 Archaeological and Geological Findings 文物和地质发现

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 all reasonable precautions to prevent Contractor's Personnel or other persons from removing or damaging any of these findings.

在现场发现的所有化石、钱币、有价值物品或古代的物品、构筑物及其他遗迹或具有地质或考古价值的物品，均应置于雇主的照管和管辖之下。承包人应采取一切合理的防范措施，防止承包人人员或其他人员移除或损坏任何这些物品。

The Contractor shall, as soon as practicable after discovery of any such finding, give a Notice to the Engineer in good time to give the Engineer opportunity to promptly inspect and/or investigate the finding before it is disturbed. This Notice shall describe the finding and the Engineer shall issue instructions for dealing with it.

承包人在发现任何此类物品后，应在切实可行范围内尽快向工程师发出通知，使得工程师有



机会在调查结果受到干扰之前及时进行检查和/或调查。该通知应说明调查结果，工程师应发出处理指示。

If the Contractor suffers delay and/or incurs Cost from complying with the Engineer's instructions, the Contractor shall be entitled subject to Sub-Clause 20.2 [Claims For Payment and/or EOT] to EOT and/or payment of such Cost.

如果承包人因遵守工程师的指示而遭受延误和/或引起费用，承包人应有权依据第 20.2 款[付款和/或工期索要]的规定获得工期索要和/或此类费用的支付。

5 Subcontracting 分包

5.1 Subcontractors 分包商

The Contractor shall not subcontract: 承包人不得分包的情形：

(a) works with a total accumulated value greater than the percentage of the Accepted Contract Amount stated in the Contract Data (if not stated, the whole of the Works); or
累计总价值大于合同资料中约定的中标合同金额的百分比的工程(如未约定，是指整个工程)；或

(b) any part of the Works for which subcontracting is not permitted as stated in the Contract Data.

合同资料中规定的不允许分包的工程的任何部分。

The Contractor shall be responsible for the work of all Subcontractors, for managing and coordinating all the Subcontractors' works, and for the acts or defaults of any Subcontractor, any Subcontractor's agents or employees, as if they were the acts or defaults of the Contractor.

承包人应负责所有分包商的工作，管理和协调所有分包商的工程，以及任何分包商、任何分包商的代理人或员工的行为或违约，就如果他们是承包人的行为或违约一样。

The Contractor shall obtain the Engineer's prior consent to all proposed Subcontractors, except:

- (i) suppliers of Materials; or
- (ii) a subcontract for which the Subcontractor is named in the Contract.

承包人应事先征得工程师对所有拟定分包商的同意，但下列除外：

- (i) 材料供应商；或
- (ii) 合同中指定分包商的分包合同。

Where the Contractor is required to obtain the Engineer's consent to a proposed Subcontractor, the Contractor shall submit the name, address, detailed particulars and relevant experience of such a Subcontractor and the work intended to be subcontracted to the Engineer and further information which the Engineer may reasonably require. If the Engineer does not respond within 14 days after receiving this submission (or further information if requested), by giving a Notice objecting to the proposed Subcontractor, the Engineer shall be deemed to have given his/her consent.

如果承包人需要获得工程师对拟定分包商的同意，承包人应提交该分包商的姓名、地址、详细详情和相关经验，以及拟分包给工程师的工作以及工程师可能合理需要的进一步信息。如果工程师在收到这份意见书后 14 天内仍未作出答复(或要求提供进一步资料)，没有对拟定分包商发出不同意通知，则视为工程师已表示同意。



The Contractor shall give a Notice to the Engineer not less than 28 days before the intended date of the commencement of each Subcontractor's work, and of the commencement of such work on the Site.

承包人应在指定的每个分包商的工程计划开工日期前至少 28 天，以及在工地上开始此种工作之日之前，通知工程师。

5.2 Nominated Subcontractors 指定分包商

5.2.1 Definition of "nominated Subcontractor" 指定分包商的定义

In this Sub-Clause, "nominated Subcontractor" means a Subcontractor named as such in the Specification or whom the Engineer, under Sub-Clause 13.4 [Provisional Sums], instructs the Contractor to employ as a Subcontractor.

在本条款中，“指定分包商”是指在规范中指定为分包商的分包商，或根据第 13.4 款[暂定金额]工程师指示承包人雇用的分包商。

5.2.2 Objection to Nomination 反对指定

The Contractor shall not be under any obligation to employ a nominated Subcontractor whom the Engineer instructs and against whom the Contractor raises reasonable objection by giving a Notice to the Engineer, with detailed supporting particulars, no later than 14 days after receiving the Engineer's instruction. An objection shall be deemed reasonable if it arises from (among other things) any of the following matters, unless the Employer agrees to indemnify the Contractor against and from the consequences of the matter:

承包人没有任何义务雇用工程师指定的指定分包商，承包人在收到工程师指示后 14 天内向工程师发出通知，提出合理的反对意见，并提供详细的佐证详情。如果反对产生于(除其他外)下列任何事项，则应视为合理，除非雇主同意赔偿承包人由此产生的后果：

(a) there are reasons to believe that the Subcontractor does not have sufficient competence, resources or financial strength;

有理由相信分包商没有足够的能力、资源或资金实力；

(b) the subcontract does not specify that the nominated Subcontractor shall indemnify the Contractor against and from any negligence or misuse of Goods by the nominated Subcontractor, the nominated Subcontractor's agents and employees; or

分包合同未规定指定分包商应保护承包人免于承担由指定分包商、其代理人、雇员的任何疏忽或对货物的错误操作的责任；或

(c) the subcontract does not specify that, for the subcontracted work (including design, if any), the nominated Subcontractor shall:

分包合同未规定指定分包商对所分包工程（包括设计，如有时），应该：

(i) undertake to the Contractor such obligations and liabilities as will enable the Contractor to discharge the Contractor's corresponding obligations and liabilities under the Contract, and
向承包人承担该项义务和责任以使承包人可以依照合同免除他的义务和责任，以及

(ii) indemnify the Contractor against and from all obligations and liabilities arising under or in connection with the Contract and from the consequences of any failure by the Subcontractor to perform these obligations or to fulfil these liabilities.

保障承包人免于按照合同或与合同有关的以及由于分包商未能履行这些义务或完成这些责任而导致的后果所具有的所有义务和责任。

5.2.3 Payments to nominated Subcontractors 对指定分包商的支付

The Contractor shall pay to the nominated Subcontractor the amounts due in accordance with the subcontract. These amounts plus other charges shall be included in the Contract Price in accordance with sub-paragraph (b) of Sub-Clause 13.4 [Provisional Sums], except as stated in Sub-Clause 5.2.4 [Evidence of Payments].

承包人应向指定分包商支付工程师证实的依据分包合同应支付的款额。该项款额加上其他费用应按照第 13.5 款[暂定金额](b)段的规定包括在合同价格中，但第 5.4 款[支付的证据]中说明的情况除外。

5.2.4 Evidence of Payments 支付证据

Before issuing a Payment Certificate which includes an amount payable to a nominated Subcontractor, the Engineer may request the Contractor to supply reasonable evidence that the nominated Subcontractor has received all amounts due in accordance with the previous Payment Certificates, less applicable deductions for retention or otherwise. Unless the Contractor:

在签发包括应支付给指定分包商的款额的付款证书之前，工程师可以要求承包人提供合理的证据，证明按以前的付款证书已向指定分包商支付了所有应支付的款额（适当地扣除保留金或其他）。除非承包人：

- (a) submits this reasonable evidence to the Engineer, or
- (b) (i) satisfies the Engineer in writing that the Contractor is reasonably entitled to withhold or refuse to pay these amounts, and
- (ii) submits to the Engineer reasonable evidence that the nominated Subcontractor has been notified of the Contractor's entitlement,
- (a) 向工程师提交了合理的证据，或
- (b) (i) 以书面材料使工程师同意他有权扣留或拒绝支付该项款额，以及
- (ii) 向工程师提交了合理的证据，证明指定分包商已被告知承包商的权利，

then the Employer may (at the Employer's sole discretion) pay, directly to the nominated Subcontractor, part or all of such amounts previously certified (less applicable deductions) as are due to the nominated Subcontractor and for which the Contractor has failed to submit the evidence described in sub-paragraphs (a) or (b) above.

否则，则雇主可以（由雇主全权决定）直接向指定的分包商支付部分或全部先前确认的金额（减去适用的扣减），这些金额应归因于指定的分包商且承包商未提交上述(a)或(b)段所述证据。

Thereafter, the Engineer shall give a Notice to the Contractor stating the amount paid directly to the nominated Subcontractor by the Employer and, in the next IPC after this Notice, shall include this amount as a deduction under sub-paragraph (b) of Sub-Clause 14.6.1 [The IPC].

此后，工程师应向承包人发出通知，说明雇主直接支付给指定分包商的金额，并在本通知后

的下一期期中支付中,将此金额作为第 14.6.1 款[期中支付证书] (B)项(IPC)项下的一项扣减。

6 Staff and Labour 职员和劳工

6.1 Engagement of Staff and Labour 聘用员工

Except as otherwise stated in the Specification, the Contractor shall make arrangements for the engagement of all Contractor's Personnel, and for their payment, accommodation, feeding, transport and welfare.

除雇主要求说明书另有说明外, 承包人应为所有承包人人员的聘用、薪酬、住宿、膳食、交通和福利做好准备。

6.2 Rates of Wages and Conditions of Labour 工资单价和劳动条件

The Contractor shall pay rates of wages, and observe conditions of labour, which comply with all applicable Laws and 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.

承包人应支付的工资标准及遵守的劳动条件应符合所有适用的法律, 并且不得低于为进行此项工作的行业所规定的水平。

如果没有现成的标准或条件可适用, 承包人所付的工资标准及遵守的劳动条件应不低于承包人从事类似于此工作的当地工商业雇主所付的一般工资标准及遵守的劳动条件。

6.3 Recruitment of Persons 招募人员

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

Neither the Employer nor the Engineer shall recruit, or attempt to recruit, staff and labour from amongst the Contractor's Personnel.

承包人不应从雇主的人员中招收或试图招收职员或劳工。

雇主或工程师均不得从承包人人员中招聘或试图招聘工作人员和劳动力。

6.4 Labour Laws 劳动法

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

The Contractor shall require the Contractor's Personnel to obey all applicable Laws, including those concerning health and safety at work.

承包人应遵守所有适用于承包人的人员的相关的劳动法, 包括有关此类人员的雇用、健康、安全、福利、入境和出境的法律, 并保障他们享有法律规定的所有权利。

承包人应要求他的雇员遵守所有适用的法律, 包括与安全工作有关的法律。

6.5 Working Hours 工作时间

No work shall be carried out on the Site on locally recognised days of rest, or outside the normal working hours stated in the Contract Data, unless:

- (a) otherwise stated in the Contract;

- (b) the Engineer gives consent; or
- (c) 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 give a Notice to the Engineer with reasons and describing the work required.

在合同暂列中规定的正常工作时间外,不得在当地公认的休息时间进行任何现场工作,除非:

- (a) 合同另有规定的;
- (b) 工程师同意; 或
- (c) 为了保护生命或财产或工程的安全, 这项工作是不可避免的或必要的, 在这种情况下, 承包人应立即向工程师发出通知, 说明理由并说明所需的工作。

6.6 Facilities for Staff and Labour 为职员和劳工提供的设施

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

If such accommodation and facilities are to be located on the Site, except where the Employer has given the Contractor prior permission, they shall be located within the areas identified in the Contract. If any such accommodation or facilities are found elsewhere within the Site, the Contractor shall immediately remove them at the Contractor's risk and cost. The Contractor shall also provide facilities for the Employer's Personnel as stated in the Specification.

除非规范中另有规定, 承包人应为其人员提供并维护所有必须的膳宿及福利设施。

如果这种住宿和设施位于工地上, 除非雇主事先许可承包人, 应位于合同中确定的区域内。

如果在现场其他地方发现任何此类住宿或设施, 承包人应立即将其拆除, 风险和费用由承包人承担。承包人还应按照规范的规定为雇主人员提供设施。

6.7 Health and Safety of Personnel 人员的健康和安全

In addition to the requirements of Sub-Clause 4.8 [Health and Safety Obligations], the Contractor shall at all times take all necessary precautions to maintain the health and safety of the Contractor's Personnel. In collaboration with local health authorities, the Contractor shall ensure that:

除了第 4.8 款[健康和安全义务]的要求外, 承包人应在任何时候采取一切必要的预防措施, 以维护承包人人员的健康和安全。承包人应与地方卫生当局合作, 确保:

- (a) medical staff, first aid facilities, sick bay, ambulance services and any other medical services stated in the Specification are available at all times at the Site and at any accommodation for Contractor's and Employer's Personnel; and

医务人员、急救设施、医务室、救护车服务及规范所规定的任何其他医疗服务, 均随时可在现场和承包人及雇主人员的住宿区使用; 及

- (b) suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics.

为所有必要的福利和卫生要求以及预防流行病作出了适当的安排。

The Contractor shall appoint a health and safety officer at the Site, responsible for maintaining health, safety and protection against accidents. This officer shall:

- (i) be qualified, experienced and competent for this responsibility; and



(ii) have the authority to issue directives for the purpose of maintaining the health and safety of all personnel authorised to enter and/or work on the Site and to 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.

承包人应在现场指派一名健康和安全的干事，负责维护健康、安全和防止事故。该人员应能：

- (i) 有资格、有经验和胜任这项责任；及
- (ii) 有权为维持所有获授权进入和/或在工地上工作的人员的健康和安全，以及为防止事故而采取保护措施而发出指示。

在工程的整个实施过程中，承包人应提供该人员为执行职责和权力所必需的任何物品。

6.8 Contractor's Superintendence 承包人统筹督导

From the Commencement Date until the issue of the Performance Certificate, the Contractor shall provide all necessary superintendence to plan, arrange, direct, manage, inspect, test and monitor the execution of the Works.

Superintendence shall be given by a sufficient number of persons:

- (a) who are fluent in or have adequate knowledge of the language for communications (defined in Sub-Clause 1.4 [Law and Language]); and
- (b) who have adequate knowledge 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.

从开工日直到颁发完工证书，承包人都应具备统筹督导规划、准备、指导、控制、检查、检验和监视本工程实施的所有必备职能。

此类监督应由足够的人员执行；

- (a) 应能流利地使用日常交流语言（第 1.4 款[法律和语言]中指定的语言）；和
- (b) 对于要执行的操作（包括所需的方法和技术、可能遇到的危险和防止事故的方法）有足够的知识，以使工程顺利及安全地进行。

6.9 Contractor's Personnel 承包人的人员

The Contractor's Personnel (including Key Personnel, if any) shall be appropriately qualified, skilled, experienced and competent in their respective trades or occupations.

The Engineer may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative and Key Personnel (if any), who:

承包人的人员（包括关键人员，如有）应是具有相应资质、技术、经验和胜任能力。

工程师可要求承包人撤职（或安排免职）现场或工程雇佣的下列任何人员，包括承包人代表和关键人员（如有）：

- (a) persists in any misconduct or lack of care;
经常行为不轨或不认真；
- (b) carries out duties incompetently or negligently;
不称职或者玩忽职守的；
- (c) fails to comply with any provision of the Contract;
不遵守合同的任何规定；



(d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment;

经常出现有损健康与安全或有损环境保护的行为;

(e) is found, based on reasonable evidence, to have engaged in corrupt, fraudulent, collusive or coercive practice; or

有合理证据证明有贪污、欺诈、串通或胁迫行为; 或

(f) has been recruited from the Employer's Personnel in breach of Sub-Clause 6.3 [Recruitment of Persons].

已违反第 6.3 款[招募人员]从雇主的人员中招聘。

If appropriate, the Contractor shall then promptly appoint (or cause to be appointed) a suitable replacement. In the case of replacement of the Contractor's Representative, Sub-Clause 4.3 [Contractor's Representative] shall apply. In the case of replacement of Key Personnel (if any), Sub-Clause 6.12 [Key Personnel] shall apply.

如果适当, 承包人应及时指定(或要求任命)适当的更换。在更换承包人代表的情况下, 应适用第 4.3 款[承包人的代表]。在更换关键人员(如有)的情况下, 第 6.12 款[关键人员]应适用。

6.10 Contractor's Records 承包人的记录

Unless otherwise proposed by the Contractor and agreed by the Engineer, in each progress report under Sub-Clause 4.20 [Progress Reports], the Contractor shall include records of:

- (a) occupations and actual working hours of each class of Contractor's Personnel;
- (b) the type and actual working hours of each of the Contractor's Equipment;
- (c) the types of Temporary Works used;
- (d) the types of Plant installed in the Permanent Works; and
- (e) the quantities and types of Materials used

for each work activity shown in the Programme, at each work location and for each day of work.

除非承包人另有提议, 并经工程师同意, 在根据第 4.20 款[进度报告]提交的每一份进度报告中, 承包人应包括下列记录:

- (a) 每一类承包人人员的职业和实际工作时间;
- (b) 每个承包人设备的类型和实际工作时间;
- (c) 所使用的临时工程的类型;
- (d) 永久工程中安装的装备类型; 及
- (e) 所用材料的数量和类型

对于方案中所列的每项工作活动, 在每一工作地点和每一天的工作。

6.11 Disorderly Conduct 妨碍治安的行为

The Contractor shall at all times take all necessary 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.

承包人应随时采取各一切必要的预防措施, 以防止承包人的人员发生任何非法的、制造事端以及妨碍治安的行为, 并保持其人员安定, 以及保证现场及邻近地区人员和财产的安全。

6.12 Key Personnel 关键人员



If no Key Personnel are stated in the Specification this Sub-Clause shall not apply. The Contractor shall appoint the natural persons named in the Tender to the positions of Key Personnel. If not so named, or if an appointed person fails to act in the relevant position of Key Personnel, the Contractor shall submit to the Engineer for consent the name and particulars of another person the Contractor proposes to appoint to such position. If consent is withheld or subsequently revoked, the Contractor shall similarly submit the name and particulars of a suitable replacement for such position.

如果规范中未规定关键人员，则本款不适用。承包人应任命投标书中指定的自然人为关键人员。如果没有这样任命，或者如果指定的人没有担任关键人员的相关职务，承包人应将其提议任命的另一人的姓名和详细信息提交工程师并征得其同意。如果没有同意或随后撤销同意，承包人应同样提供该职位的适当替代人的姓名和名称。

If the Engineer does not respond within 14 days after receiving any such submission, by giving a Notice stating his/her objection to the appointment of such person (or replacement) with reasons, the Engineer shall be deemed to have given his/her consent.

如果工程师在收到任何此类提交后的 14 天内没有通过发出通知说明其反对任命该人员（或替代人员），应视为工程师已表示同意。

The Contractor shall not, without the Engineer's prior consent, revoke the appointment of any of the Key Personnel or appoint a replacement (unless the person is unable to act as a result of death, illness, disability or resignation, in which case the appointment shall be deemed to have been revoked with immediate effect and the appointment of a replacement shall be treated as a temporary appointment until the Engineer gives his/her consent to this replacement, or another replacement is appointed, under this Sub-Clause).

未经工程师事先同意，承包人不得撤销任何关键人员的任命或任命替代人员（除非该人因死亡，疾病，残障或辞职而无法行为，在这种情况下，任命应（a）被视为已被立即撤销，并且替换的任命应视为临时任命，直到工程师同意本替换，或根据本款指定了另一个替换为止）。

All Key Personnel shall be based at the Site (or, where Works are being executed off the Site, at the location of the Works) for the whole time that the Works are being executed. If any of the Key Personnel is to be temporarily absent during execution of the Works, a suitable replacement shall be temporarily appointed, subject to the Engineer's prior consent. All Key Personnel shall be fluent in the language for communications defined in Sub-Clause 1.4 [Law and Language].

在整个工作执行期间，所有关键人员均应在现场工作（或在场外执行工作的地方，在工程地点工作）。如果在工程实施期间暂时离开的任何关键人员，则应在工程师事先同意下临时任命合适的替代人员。所有关键人员应精通第 1.4 款[法律和语言]中规定的交流语言。

7 Plant, Materials and Workmanship 装备、材料和工艺

7.1 Manner of Execution 工作态度与行为方式

The Contractor shall carry out the manufacture, supply, installation, testing and commissioning and/or repair of Plant, the production, manufacture, supply and testing of Materials, and all other operations and activities during the execution of the Works:

在实施本工程期间，承包人应以如下态度与方式制造、供应、安装、检验与试用和/或修理



装备；生产、加工、供应和检验材料，以及进行所有其他作业和活动：

(a) in the manner (if any) specified in the Contract;

以合同中规定的方法（如有时）；

(b) in a proper workmanlike and careful manner, in accordance with recognised good practice;
and

按照公认的良好惯例，以恰当、熟练和谨慎的方式；

(c) with properly equipped facilities and non-hazardous Materials, except as otherwise specified in the Contract.

使用适当装备的设施以及安全材料，除非合同中另有规定；

7.2 Samples 样本

The Contractor shall submit the following samples of Materials, and relevant information, to the Engineer for consent prior to using the Materials in or for the Works:

承包人应向工程师提交以下材料的样本以及有关资料，以在工程中或为工程使用该材料之前获得同意：

(a) manufacturer's standard samples of Materials and samples specified in the Contract, all at the Contractor's cost, and

制造商的材料标准样本和合同中规定的样本均由承包人自费提供，以及

(b) additional samples instructed by the Engineer as a Variation.

工程师指示作为变更附加样本。

Each sample shall be labelled as to origin and intended use in the Works.

每件样本都应标明其原产地以及在工程中的预期用途。

7.3 Inspection 检查

The Employer's Personnel shall, during all the normal working hours stated in the Contract Data and at all other reasonable times:

在合同资料规定的所有正常工作时间内和在所有其他合理时间内，雇主人员应：

(a) have full access to all parts of the Site and to all places from which natural Materials are being obtained;

应完全能进入现场及进入获得自然材料的所有场所，以及

(b) during production, manufacture and construction (at the Site and elsewhere), be entitled to:

在生产、制造和施工期间(在现场和其他地方)有权：

(i) examine, inspect, measure and test (to the extent stated in the Specification) the Materials, Plant and workmanship,

对材料、设备和工艺进行检验、检查、测量和检验(在规范规定的范围内)，

(ii) check the progress of manufacture of Plant and production and manufacture of Materials, and



检查装备生产和材料生产的进度，以及

(iii) make records (including photographs and/or video recordings); and
做记录(包括照片和/或录像); 以及

(c) carry out other duties and inspections, as specified in these Conditions and the Specification.
实施本条件和规范中规定的其他职责和检查。

The Contractor shall give the Employer's Personnel full opportunity to carry out these activities, including providing safe access, facilities, permissions and safety equipment.
承包人应向雇主的人员提供一切机会执行该任务，包括提供通道、设施、许可及安全装备。

The Contractor shall give a Notice to the Engineer whenever any Materials, Plant or work is ready for inspection, and before it is to be covered up, put out of sight, or packaged for storage or transport. The Employer's Personnel shall then either carry out the examination, inspection, measurement or testing without unreasonable delay, or the Engineer shall promptly give a Notice to the Contractor that the Employer's Personnel do not require to do so. If the Engineer gives no such Notice and/or the Employer's Personnel do not attend at the time stated in the Contractor's Notice (or such time as may be agreed with the Contractor), the Contractor may proceed with covering up, putting out of sight or packaging for storage or transport.

当任何材料、设备或工程准备好供检验时，以及在该材料、设备或工程被掩埋、置于可视之外或包装起来储存或运输之前，承包人应向工程师发出通知。然后，雇主的人员应毫不延误地进行检查、测量或测试，或者工程师应立即通知承包人雇主的人员不需要这样做。如果工程师没有发出这种通知，并且/或雇主的人员没有在承包人的通知所述的时间(或与承包人可能商定的时间)出席，承包人可进行掩盖、隐藏或包装以储存或运输。

If the Contractor fails to give a Notice in accordance with this Sub-Clause, the Contractor shall, if and when required by the Engineer, uncover the work and thereafter reinstate and make good, all at the Contractor's risk and cost.

如果承包人没有按照本款的规定发出通知，承包人应在工程师要求的情况下，打开工程，并在此之后恢复和修复，这一切都要由承包人承担风险和成本。

7.4 Testing by the Contractor 承包人检验

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

The Contractor shall provide all apparatus, assistance, documents and other information, temporary supplies of electricity and water, equipment, fuel, consumables, instruments, labour, materials, and suitably qualified, experienced and competent staff, as are necessary to carry out the specified tests efficiently and properly. All apparatus, equipment and instruments shall be calibrated in accordance with the standards stated in the Specification or defined by applicable Laws and, if requested by the Engineer, the Contractor shall submit calibration certificates before carrying out testing.

The Contractor shall give a Notice to the Engineer, stating the time and place for the specified testing of any Plant, Materials and other parts of the Works. This Notice shall be given in



reasonable time, having regard to the location of the testing, for the Employer's Personnel to attend.

本款适用于所有合同中规定的检验，竣工后的检验（如有时）除外。

承包人应准备使本合同具体说明的各项检验恰当而又时费消耗少所必需的所有器具、协助、文件和其他资料、临水电供应、机具、燃料、易耗品、仪器、劳动力、材料，以及具有适当能力、经验和胜任的工作人员。所有设备、设备和仪器应按照规定中规定或适用法律规定的标准进行校准，如果工程师要求，承包人应在进行检验前提交校准证书。

承包人应向工程师发出通知，说明对工程的任何装备，材料和其他部分进行指定测试的时间和地点。本通知应在合理的时间内发出，考虑到测试的地点，供雇主的人员参加。

The Engineer may, under Clause 13 [Variations and Adjustments], vary the location or timing 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 and any delay incurred in carrying out this Variation shall be borne by the Contractor.

工程师可以按照第 13 款[变更和调整]的规定，变更规定检验的位置或细节，或指示承包人员进行附加检验。如果此变更或附加检验证明被检验的永久设备、材料或工艺不符合合同规定，则此变更费用由承包人承担。

The Engineer shall give a Notice to the Contractor of not less than 72 hours of his/her intention to attend the tests. If the Engineer does not attend at the time and place stated in the Contractor's Notice under this Sub-Clause, the Contractor may proceed with the tests, unless otherwise instructed by the Engineer. These tests shall then be deemed to have been made in the Engineer's presence. If the Contractor suffers delay and/or incurs Cost from complying with any such instruction or as a result of a delay for which the Employer is responsible, the Contractor shall be entitled subject to Sub-Clause 20.2 [Claims For Payment and/or EOT] to EOT and/or payment of Cost Plus Profit.

工程师应提起 72 小时向承包人发出有关要参加测试的通知。如果工程师在承包人通知中根据本条款规定的时间和地点没有出席，除非工程师另有指示，否则承包人可以继续进行测试。然后，这些测试应被视为在工程师在场的情况下进行的。如果承包人因遵守任何此类指示而遭受延误和/或引起费用，或由于雇主负责的延误，承包人有权得到第 20.2 款[付款和/或工期索要]所规定的工期索要和/或支付成本加利润。

If the Contractor causes any delay to specified tests (including varied or additional tests) and such delay causes the Employer to incur costs, the Employer shall be entitled subject to Sub-Clause 20.2 [Claims For Payment and/or EOT] to payment of these costs by the Contractor.

如果承包人对规定的检验（包括变更或附加检验）造成任何延误，且此类延误导致雇主承担费用，则雇主有权根据第 20.2 款[支付和/或工期索要]的规定，由承包人支付这些费用。

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

Sub-Clause 7.5 [Defects and Rejection] shall apply in the event that any Plant, Materials and other



parts of the Works fails to pass a specified test.

承包人应立即向工程师提交得到正当证明的检验报告。当通过合同具体说明的检验时，工程师应签字认可承包人的检验证书，或发给承包人说明已经通过合同具体说明的检验的检验证书。若工程师未能参加检验，应认为工程师已经承认检验结果的数据是准确的。

第 7.5 款[缺陷和拒收]应适用于任何设备、材料和工程的其他部分未能通过专项测试的情况。

7.5 Defects and Rejection 对缺陷工程的拒收

If, as a result of an examination, inspection, measurement or testing, any Plant, Materials, Contractor's design (if any) or workmanship is found to be defective or otherwise not in accordance with the Contract, the Engineer shall give a Notice to the Contractor describing the item of Plant, Materials, design or workmanship that has been found to be defective. The Contractor shall then promptly prepare and submit a proposal for necessary remedial work.

如果由于检查、检验、测量或测试，发现任何设备、材料、承包人的设计（如有）或工艺存在缺陷或不符合合同，工程师应向承包人发出通知，说明已发现有缺陷的设备、材料、设计或工艺项目。承包人应及时准备并提交一份必要的补救工作方案。

The Engineer may Review this proposal, and may give a Notice to the Contractor stating the extent to which the proposed work, if carried out, would not result in the Plant, Materials, Contractor's design (if any) or workmanship complying with the Contract. After receiving such a Notice the Contractor shall promptly submit a revised proposal to the Engineer. If the Engineer gives no such Notice within 14 days after receiving the Contractor's proposal (or revised proposal), the Engineer shall be deemed to have given a Notice of No-objection.

工程师可审查本建议书，并可向承包人发出通知，说明如实施该建议工作，将在多大程度上不能使得设备、材料、承包人的设计(如果有的话)或工艺符合合同的规定。在收到这该通知后，承包人应立即向工程师提交一份修订的建议书。如果工程师在收到承包人的建议书(或修改的建议书)后 14 天内没有发出这样的通知，工程师应被视为已发出无异议通知。

If the Contractor fails to promptly submit a proposal (or revised proposal) for remedial work, or fails to carry out the proposed remedial work to which the Engineer has given (or is deemed to have given) a Notice of No-objection, the Engineer may:

- (a) instruct the Contractor under sub-paragraph (a) and/or (b) of Sub-Clause 7.6 [Remedial Work]; or
- (b) reject the Plant, Materials, Contractor's design (if any) or workmanship by giving a Notice to the Contractor, with reasons, in which case sub-paragraph (a) of Sub-Clause 11.4 [Failure to Remedy Defects] shall apply.

如果承包人未能及时提交补救工作的建议书（或修订建议书），或未能进行工程师已发出(或被认为已发出)无异议通知的补救工作，工程师可：

- (a) 根据第 7.6 款[补救工作]的第(a)和/或(b)款指示承包人；或
- (b) 拒绝设备、材料、承包人的设计(如有)或工艺，但须向承包人发出通知，并说明理由，在这种情况下，应适用第 11.4 款[未能补救缺陷]的 (a)款。

After remedying defects in any Plant, Materials, design (if any) or workmanship, if the Engineer requires any such items to be retested, the tests shall be repeated in accordance with Sub-Clause 7.4 [Testing by the Contractor] at the Contractor's risk and cost. If the rejection and retesting



cause the Employer to incur additional costs, the Employer shall be entitled subject to Sub-Clause 20.2 [Claims For Payment and/or EOT] to payment of these costs by the Contractor.

在修补任何设备、材料、设计（如有）或工艺中的缺陷后，如果工程师要求重新测试此类项目，则应按照第 7.4 款[承包人的测试]由承包人承担风险和成本再次测试。如果拒收和重新测试导致雇主承担额外费用，则雇主有权根据第 20.2 款[支付和/或工期索要]的规定，由承包人支付这些费用。

7.6 Remedial Work 补救工作

In addition to any previous examination, inspection, measurement or testing, or test certificate or Notice of No-objection by the Engineer, at any time before the issue of the Taking-Over Certificate for the Works the Engineer may instruct the Contractor to:

- (a) repair or remedy (if necessary, off the Site), or remove from the Site and replace any Plant or Materials which are not in accordance with the Contract;
- (b) repair or remedy, or remove and re-execute, any other work which is not in accordance with the Contract; and
- (c) carry out any remedial work which is urgently required for the safety of the Works, whether because of an accident, unforeseeable event or otherwise.

除了工程师以前进行的任何检查、检验、测量或测试，或无异议的测试证书或通知外，在颁发工程接收证书之前，工程师可随时指示承包人：

- (a) 修理或补救（如有必要，移出现场），或移出现场并更换不符合合同的任何设备或材料；
- (b) 修理、补救、移除和重新实施不符合合同规定的其他工作；
- (c) 进行任何因意外、不可预见的事件或其他原因而为工程安全迫切需要的补救工作。

The Contractor shall comply with the instruction as soon as practicable and not later than the time (if any) specified in the instruction, or immediately if urgency is specified under sub-paragraph (c) above.

The Contractor shall bear the cost of all remedial work required under this Sub-Clause, except to the extent that any work under sub-paragraph (c) above is attributable to:

承包人应在切实可行范围内尽快遵守指示，不迟于指示中规定的时间(如有)，或在上文(c)项规定的紧急情况下立即遵守指示。

承包人应承担本款规定的所补救工作的费用，除非上文(c)项下的任何工作可归因于：

- (i) any act by the Employer or the Employer's Personnel. If the Contractor suffers delay and/or incurs Cost in carrying out such work, the Contractor shall be entitled subject to Sub-Clause 20.2 [Claims For Payment and/or EOT] to EOT and/or payment of such Cost Plus Profit; or

雇主或雇主人员的任何行为。如果承包人在进行此类工程时受到延误和/或引起费用，承包人应有权依照第 20.2 款[付款和/或工期索要]的规定获得索要工期和/或支付该成本加利润；或

- (ii) an Exceptional Event, in which case Sub-Clause 18.4 [Consequences of an Exceptional Event] shall apply.

If the Contractor fails to comply with the Engineer's instruction, the Employer may (at the Employer's sole discretion) employ and pay other persons to carry out the work. Except to the extent that the Contractor would have been entitled to payment for work under this Sub-Clause,



the Employer shall be entitled subject to Sub-Clause 20.2 [Claims For Payment and/or EOT] to payment by the Contractor of all costs arising from this failure. This entitlement shall be without prejudice to any other rights the Employer may have, under the Contract or otherwise.

异常事件，在这种情况下，应适用第 18.4 款[异常事件的后果]。

如果承包人不遵守工程师的指示，雇主可(由雇主自行决定)雇用和支付其他人从事这项工作。除承包人有权根据本条规定获得工程付款外，雇主应有权依据第 20.2 款[付款要求和(或)EOT]的规定，由承包人支付由此而产生的所有费用。这一权利不应损害雇主根据合同或其他方式可能享有的任何其他权利。

7.7 Ownership of Plant and Materials 装备和材料的所有权

Each item of Plant and Materials shall, to the extent consistent with the mandatory requirements of 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:

在下述时间的较早者，符合工程所在国法律规定范围内的每项永久设备和材料均应成为雇主的财产，无任何留置权和其他限制:

- (a) when it is delivered to the Site;
 - (b) when the Contractor is paid the value of the Plant and Materials under Sub-Clause 8.11 [Payment for Plant and Materials after Employer's Suspension]; or
 - (c) when the Contractor is paid the amount determined for the Plant and Materials under Sub-Clause 14.5 [Plant and Materials intended for the Works].
- (a) 当运至现场时;
- (b) 当承包人依据第 8.11 款[雇主暂停时装备和材料的支付]的规定获得相当于装备和材料价值的付款时，或
- (c) 当承包人获得了根据第 14.5 款[拟用于工程的装备和材料]规定的设备和材料的金额时。

7.8 Royalties 矿区使用费

Unless otherwise stated in the Specification, the Contractor shall pay all royalties, rents and other payments for:

- (a) natural Materials obtained from outside the Site, and
- (b) 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 stated in the Specification.

除非规范中另有规定，承包人应为下列各项支付所有矿区使用费、租金或其他费用

- (a) 从现场外获得的原材料；以及
- (b) 对拆卸和挖掘所产生的物料及其他剩余物料(无论是天然的或合成的)的处置，但不包括合同中规定的现场内的弃土区。

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

8.1 Commencement of Works 开工

The Engineer shall give a Notice to the Contractor stating the Commencement Date, not less than 14 days before the Commencement Date. Unless otherwise stated in the Particular Conditions, the Commencement Date shall be within 42 days after the Contractor receives the Letter of Acceptance.



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

工程师应至少提前 14 天通知承包人开工日期。除非专用条件中另有说明，开工日期应在承包人接到中标函后的 42 天内。

承包人应在开工日或开工后尽早开始实施本工程，然后将其从速、不耽搁地继续下去。

8.2 Time for Completion 竣工时间

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 completion of 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 the Works and Sections].

承包人应在工程或区段（如有时）的竣工的时间内完成整项工程及每一区段工程(视情况而定)，包括完成合同中规定的所有工作，这些工作被认为是为了第 10.1 款【对工程和区段的接收】的规定，进行移交之目的而完成工程和区段所必需的工作。

8.3 Programme 进度计划

The Contractor shall submit an initial programme for the execution of the Works to the Engineer within 28 days after receiving the Notice under Sub-Clause 8.1 [Commencement of Works]. This programme shall be prepared using programming software stated in the Specification (if not stated, the programming software acceptable to the Engineer). The Contractor shall also submit a revised programme which accurately reflects the actual progress of the Works, whenever any programme ceases to reflect actual progress or is otherwise inconsistent with the Contractor's obligations.

承包人应在收到根据第 8.1 款[工程开工]的通知后 28 天内向工程师提交实施工程的初步方案。本程序应使用规范中所述的编程软件(如无说明，则使用工程师可以接受的编程软件)。当任何方案不能反映实际进展或与承包人的义务不一致时，承包人还应提交一份修订方案，准确地反映工程的实际进展情况。

The initial programme and each revised programme shall be submitted to the Engineer in one paper copy, one electronic copy and additional paper copies (if any) as stated in the Contract Data, and shall include:

初步方案和每一修订方案应按合同文件所述将一份书面副本、一份电子副本和其他纸质副本(如有)提交工程师，其中应包括：

(a) the Commencement Date and the Time for Completion, of the Works and of each Section (if any);

(a) 工程及每个区段(如有)的开始日期及完成时间；

(b) the date right of access to and possession of (each part of) the Site is to be given to the Contractor in accordance with the time (or times) stated in the Contract Data. If not so stated, the dates the Contractor requires the Employer to give right of access to and possession of (each part of) the Site;

(b) 应当根据合同文件规定的时间(或时期)将进入和占有工地(每一部分)的日期决定权给予承包人。如果没有这样说明，承包人要求雇主给予进入和占有(每一部分)场地的权利的日期；



(c) the order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage of design (if any), preparation and submission of Contractor's Documents, procurement, manufacture, inspection, delivery to Site, construction, erection, installation, work to be undertaken by any nominated Subcontractor (as defined in Sub-Clause 5.2 [Nominated Subcontractors]) and testing;

(c) 承包人计划进行工程的顺序, 包括每一阶段设计(如有)、承包人文件的编制和提交、采购、制造、检查、交货、施工、安装、由任何指定分包商承担的工作 (如第 5.2 款[指定分包商]所界定的)和测试的预期时间;

(d) the Review periods for any submissions stated in the Specification or required under these Conditions;

(d) 本规范所述或在这些条件下要求的对任何提交文件的评审期;

(e) the sequence and timing of inspections and tests specified in, or required by, the Contract;

(e) 合同规定或要求的检查和测试的顺序和时间;

(f) for a revised programme: the sequence and timing of the remedial work (if any) to which the Engineer has given a Notice of No-objection under Sub-Clause 7.5 [Defects and Rejection] and/or the remedial work (if any) instructed under Sub-Clause 7.6 [Remedial Work];

(f) 经修订的计划: 工程师已根据第 7.5 款[缺陷及拒收]发出无异议通知书的补救工作(如有)的先后次序及时间; 及/或根据第 7.6 款[补救工作]指示的补救工作(如有)的先后次序及时间;

(g) all activities (to the level of detail stated in the Specification), logically linked and showing the earliest and latest start and finish dates for each activity, the float (if any), and the critical path(s);

(g) 所有活动(达到规范所述的详细程度), 在逻辑上链接并显示每项活动的最早开始和最晚开始、结束日期、浮动(如有)和关键路径;

(h) the dates of all locally recognised days of rest and holiday periods (if any);

(h) 所有本地认可的休息日及假期(如有的话)的日期;

(i) all key delivery dates of Plant and Materials;

(i) 设备和材料的所有关键交货日期;

(j) for a revised programme and for each activity: the actual progress to date, any delay to such progress and the effects of such delay on other activities (if any); and

(j) 关于一项修订方案和每一项活动: 迄今的实际进展、对这种进展的任何拖延以及这种拖延对其他活动的影响(如有); 以及

(k) a supporting report which includes:

(i) a description of all the major stages of the execution of the Works;

(ii) a general description of the methods which the Contractor intends to adopt in the execution of the Works;



- (iii) details showing the Contractor's reasonable estimate of the number of each class of Contractor's Personnel, and of each type of Contractor's Equipment, required on the Site, for each major stage of the execution of the Works;
- (iv) if a revised programme, identification of any significant change(s) to the previous programme submitted by the Contractor; and
- (v) the Contractor's proposals to overcome the effects of any delay(s) on progress of the Works.
- (k) 一份支持性报告，其中包括：
 - (i) 描述工程实施的所有主要阶段；
 - (ii) 概述承包人在实施工程时计划采用的方法；
 - (iii) 详细说明承包人在工程实施的每一个主要阶段对现场所需的每一类承包人人员和每种类型的承包人设备的合理估计；
 - (iv) 如果是经修订的方案，则确定承包人提交的对以前方案的任何重大变化；以及
 - (v) 承建人对克服任何延误对工程进度的影响的建议。

The Engineer shall Review the initial programme and each revised programme submitted by the Contractor and may give a Notice to the Contractor stating the extent to which it does not comply with the Contract or ceases to reflect actual progress or is otherwise inconsistent with the Contractor's obligations.

工程师应审查承包人提交的初始方案和每项修订方案，并可向承包人发出通知，说明其未能遵守合同或未能反映实际进展或其他方面不符合承包人义务的程度。

If the Engineer gives no such Notice:

- within 21 days after receiving the initial programme; or
- within 14 days after receiving a revised programme

the Engineer shall be deemed to have given a Notice of No-objection and the initial programme or revised programme (as the case may be) shall be the Programme.

The Contractor shall proceed in accordance with the Programme, subject to the Contractor's other obligations under the Contract. The Employer's Personnel shall be entitled to rely on the Programme when planning their activities.

如果工程师没有发出这样的通知：

- 在收到初步方案后 21 天内；或
- 在收到修订方案后 14 天内

工程师应视为已发出无异议通知书，而最初的计划或经修订的计划(视情况)即为该计划。

承包人应按照方案行事，但须遵守承包人根据合同承担的其他义务。雇主人员在规划其活动时有权依赖该方案。

Nothing in any programme, the Programme or any supporting report shall be taken as, or relieve the Contractor of any obligation to give, a Notice under the Contract.

If, at any time, the Engineer gives a Notice to the Contractor that the Programme fails (to the extent stated) to comply with the Contract or ceases to reflect actual progress or is otherwise inconsistent with the Contractor's obligations, the Contractor shall within 14 days after receiving this Notice submit a revised programme to the Engineer in accordance with this Sub-Clause.

任何计划、方案或任何支撑性报告中的任何内容均不得视为或免除承包人根据合同发出通知的任何义务。



如果工程师在任何时候向承包人发出通知,指出该方案(在所述范围内)未能遵守合同,或未能反映实际进展或其他方面不符合承包人的义务,承包人应在收到本通知后 14 天内,根据本条向工程师提交一份经修订的方案。

8.4 Advance Warning 预警

Each Party shall advise the other and the Engineer, and the Engineer shall advise the Parties, in advance of any known or probable future events or circumstances which may:

各方应事先通知对方和工程师,工程师应事先通知各方任何已知或可能发生的未来事件或情况,这些事件或情况可能:

- (a) adversely affect the work of the Contractor's Personnel;
- (b) adversely affect the performance of the Works when completed;
- (c) increase the Contract Price; and/or
- (d) delay the execution of the Works or a Section (if any).

The Engineer may request the Contractor to submit a proposal under Sub-Clause 13.3.2 [Variation by Request for Proposal] to avoid or minimize the effects of such event(s) or circumstance(s).

- (a) 对承包人人员的工作产生不利影响;
- (b) 对工程完成后的表现有不利影响;
- (c) 提高合同价格;和/或
- (d) 延迟工程或部分(如有)的实施。

工程师可要求承包人根据第 13.3.2 款[通过建议书变更]提交建议书,以避免或尽量减少此类事件或情况的影响。

8.5 Extension of Time for Completion 延长工期

The Contractor shall be entitled subject to Sub-Clause 20.2 [Claims For Payment and/or EOT] to Extension of Time if and to the extent that completion for the purposes of Sub-Clause 10.1 [Taking Over the Works and Sections] is or will be delayed by any of the following causes:

下列任何一个原因若就第 10.1 款【接收工程与单项工程】而言已经或将延误完工时间,则承包人在满足第 20.2 款【索要款项与/或延长工期】时,有权在此延误范围内延长工期:

- (a) a Variation (except that there shall be no requirement to comply with Sub-Clause 20.2 [Claims For Payment and/or EOT]);
- (b) a cause of delay giving an entitlement to EOT under a Sub-Clause of these Conditions;
- (c) exceptionally adverse climatic conditions, which for the purpose of these Conditions shall mean adverse climatic conditions at the Site which are Unforeseeable having regard to climatic data made available by the Employer under Sub-Clause 2.5 [Site Data and Items of Reference] and/or climatic data published in the Country for the geographical location of the Site;
- (a) 变更(除非不要求遵守第 20.2 款【索要款项与/或延长工期】);
- (b) 根据这些条件的一项条款给予享有工期索要权利的延迟原因;
- (c) 异常不利的气候条件,就这些条件而言,指在考虑到雇主根据第 2.5 款[现场数据和参照物]提供的气候数据和(或)在该国为现场地理位置公布的气候数据后不可预见的不利气候条件;
- (d) Unforeseeable shortages in the availability of personnel or Goods (or Employer-Supplied



Materials, if any) caused by epidemic or governmental actions; or

(e) 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.

(d) 因流行病或政府行为造成的人员或货物(或雇主提供的材料, 如有的话)供应方面不可预见的短缺; 或

(e) 可归因于雇主、雇主的人员或雇主的其他承包人造成的任何延误、阻碍或阻止。

The Contractor shall be entitled subject to Sub-Clause 20.2 [Claims For Payment and/or EOT] to EOT if the measured quantity of any item of work in accordance with Clause 12 [Measurement and Valuation] is greater than the estimated quantity of this item in the Bill of Quantities or other Schedule by more than ten per cent (10%) and such increase in quantities causes a delay to completion for the purposes of Sub-Clause 10.1 [Taking Over the Works and Sections]. The agreement or determination of any such Claim, under Sub-Clause 20.2.5 [Agreement or determination of the Claim], may include a review by the Engineer of measured quantities of other items of work which are significantly less (by more than 10%) than the corresponding estimated quantities in the Bill of Quantities or other Schedule. To the extent that there are such lesser measured quantities, the Engineer may take account of any favourable effect on the critical path of the Programme. However, the net effect of all such consideration shall not result in a net reduction in the Time for Completion

如果按照第 12 款[测量和估价]测量的任何工程的数量比工程量清单或其他附表中的估计数量高出 10%以上, 就第 10.1 条(接管工程和分段)而言, 这种数量的增加导致延迟完成, 承包人有权根据第 12 款[测量和估价]的规定, 按照第 20.2 款[对支付和/或工期索要]提出工期索要。

根据第 20.2.5 款[索要的商定或决定], 对任何此类索要的商定或决定可包括工程师对与工程量清单或其他附表中相应的估计数量相比, 远低于(超过 10%)的其他工程项目的测量数量进行审查。在所测数量较少的情况下, 工程师可考虑到对方案关键路径的任何有利影响。然而, 所有这些考虑的净效果不应导致完成时间的净减少。

When determining each EOT under Sub-Clause 20.2 [Claims For Payment and/or EOT], the Engineer shall review previous determinations under Sub-Clause 3.7 [Agreement or Determination] and may increase, but shall not decrease, the total EOT.

在根据第 20.2 款确定每次工期索要时[支付和/或工期索要], 工程师应审查以前根据第 3.7 款[商定或决定]作出的决定, 并可以增加但不应减少全部工期索要。

If a delay caused by a matter which is the Employer's responsibility is concurrent with a delay caused by a matter which is the Contractor's responsibility, the Contractor's entitlement to EOT shall be assessed in accordance with the rules and procedures stated in the Special Provisions (if not stated, as appropriate taking due regard of all relevant circumstances).

如果由雇主负责的事项造成的延误与由承包人负责的事项造成的延误同时发生, 则应根据专项条款中规定的规则和程序(如未说明, 则酌情适当考虑到所有相关情况)评估承包人享有的工期索要权利。

8.6 Delays Caused by Authorities 由公共当局引起的延误

If:



- (a) the Contractor has diligently followed the procedures laid down by the relevant legally constituted public authorities or private utility entities in the Country;
 - (b) these authorities or entities delay or disrupt the Contractor's work; and
 - (c) the delay or disruption was Unforeseeable,
- then this delay or disruption will be considered as a cause of delay under sub-paragraph (b) of Sub-Clause 8.5 [Extension of Time for Completion].

如果:

- (a) 承包人已努力遵守了工程所在国有关合法公共当局（类似国内事业单位）或者私人运营制定的程序;
 - (b) 这些公共当局延误或干扰了承包人的工作; 以及
 - (c) 此延误或干扰是无法预见的
- 则此类延误或干扰应被视为是属于第 8.5 款[延长工期] (b)款中规定的一种延误原因。

8.7 Rate of Progress 进展速度

If, at any time:

- (a) actual progress is too slow to complete the Works or a Section (if any) within the relevant Time for Completion; and/or
- (b) progress has fallen (or will fall) behind the Programme (or the initial programme if it has not yet become the Programme) under Sub-Clause 8.3 [Programme],

如果任何时候:

- (a) 实际进度过于缓慢, 无法按竣工时间内完成工程或区段(如有); 及/或
- (b) 根据第 8.3[计划]款, 进展已经(或将要)落在方案(或尚未成为方案的初步方案)之后,

other than as a result of a cause listed in Sub-Clause 8.5 [Extension of Time for Completion], then the Engineer may instruct the Contractor to submit, under Sub-Clause 8.3 [Programme], a revised programme describing the revised methods which the Contractor proposes to adopt in order to expedite progress and complete the Works or a Section (if any) within the relevant Time for Completion.

除因第 8.5 款[延长工期]所列的原因外, 工程师可指示承包人根据第 8.3 款[进度计划]款提交一份经修订的进度计划, 说明承包人建议采用的经修订的进度计划, 以加快进度, 并在有关完工时间内完成工程或部分工程(如有的话)。

Unless the Engineer gives a Notice to the Contractor stating 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 the Goods, at the Contractor's risk and cost. If these revised methods cause the Employer to incur additional costs, the Employer shall be entitled subject to Sub-Clause 20.2 [Claims For Payment and/or EOT] to payment of these costs by the Contractor, in addition to Delay Damages (if any).

除非工程师另有通知, 承包人应自担风险和自付费用采取这些修正方法, 这些方法可能需要增加工作时间和(或)增加承包人人员和(或)货物。如果这些修正方法导致雇主产生了附加费用, 则除误期损害赔偿费(如有时)外, 雇主有权依照 20.2 款[索要费用和工期]要求承包人支付该笔附加费用。

Sub-Clause 13.3.1 [Variation by Instruction] shall apply to revised methods, including acceleration



measures, instructed by the Engineer to reduce delays resulting from causes listed under Sub-Clause 8.5 [Extension of Time for Completion].

第 13.3.1 款[指示的变更]适用于工程师指示的经修订的方法, 包括加速措施, 以减少因第 8.5 款[延长工期]所列原因而造成的延误。

8.8 Delay Damages 误期损害赔偿费

If the Contractor fails to comply with Sub-Clause 8.2 [Time for Completion], the Employer shall be entitled subject to Sub-Clause 20.2 [Claims For Payment and/or EOT] to payment of Delay Damages by the Contractor for this default. Delay Damages shall be the amount stated in the Contract Data, which shall be paid for every day which shall elapse between the relevant Time for Completion and the relevant Date of Completion of the Works or Section. The total amount due under this Sub-Clause shall not exceed the maximum amount of Delay Damages (if any) stated in the Contract Data.

如果承包人未能遵守第 8.2 款[竣工时间], 雇主应有权依据第 20.2 款[付款要求和/或工期索要], 由承包人支付因这一违约而造成的误期损害赔偿。误期损害赔偿应是合同资料中规定的金额, 应按相关竣工时间与工程或区段相关完成日期之间的每一天支付。根据本款应支付的总额不得超过合同资料中规定的误期损害赔偿的最高限额(如有)。

These Delay Damages shall be the only damages due from the Contractor for the Contractor's failure to comply with Sub-Clause 8.2 [Time for Completion], other than in the event of termination under Sub-Clause 15.2 [Termination for Contractor's Default] before completion of the Works. These Delay Damages shall not relieve the Contractor from the obligation to complete the Works, or from any other duties, obligations or responsibilities which the Contractor may have under or in connection with the Contract.

这些延误损害应是承包人因未遵守第 8.2 条竣工时间]而应承担的唯一损害赔偿, 但根据第 15.2 款[承包人违约终止]在工程完成前终止的情况除外。这些误期损害赔偿不应免除承包人完成工程的义务, 也不应免除承包人根据合同或与合同有关而可能承担的任何其他责任、义务或责任。

This Sub-Clause shall not limit the Contractor's liability for Delay Damages in any case of fraud, gross negligence, deliberate default or reckless misconduct by the Contractor.

本款不应限制承包人在任何欺诈、重大疏忽、故意违约或不计后果的不当行为中对延误损害赔偿的责任。

8.9 Employer's Suspension 雇主导致的工程暂停

The Engineer may at any time instruct the Contractor to suspend progress of part or all of the Works, which instruction shall state the date and cause of the suspension.

During such suspension, the Contractor shall protect, store and secure such part or all of the Works (as the case may be) against any deterioration, loss or damage.

To the extent that the cause of such suspension is the responsibility of the Contractor, Sub-Clauses 8.10 [Consequences of Employer's Suspension], 8.11 [Payment for Plant and Materials after Employer's Suspension] and 8.12 [Prolonged Suspension] shall not apply.

工程师可随时指示承包人暂停部分或全部工程的进度, 该指示应说明暂停的日期和原因。

在暂停施工期间, 承包人应保护、储存和确保该部分或全部工程(视情况)免遭任何损坏、损



失或损坏。

如果暂停的原因是承包人的责任，则不适用第 8.10 款[雇主暂停的后果]、第 8.11 款[雇主暂停后对设备及物料的付款]和第 8.12 款[持续的暂停]。

8.10 Consequences of Employer's Suspension 雇主暂停的后果

If the Contractor suffers delay and/or incurs Cost from complying with an Engineer's instruction under Sub-Clause 8.9 [Employer's Suspension] and/ or from resuming the work under Sub-Clause 8.13 [Resumption of Work], the Contractor shall be entitled subject to Sub-Clause 20.2 [Claims For Payment and/or EOT] to EOT and/or payment of such Cost Plus Profit.

如果承包人因遵守第 8.9 款[雇主停工]和/或根据第 8.13 款[恢复工程]开展恢复工程而受到延误和/或引起费用，承包人应有权依据 20.2 款[付款和/或工期索要]的规定，获得工期索要和/或支付该成本加利润。

The Contractor shall not be entitled to EOT, or to payment of the Cost incurred, in making good:

- (a) the consequences of the Contractor's faulty or defective (design, if any) workmanship, Plant or Materials; and/or
- (b) any deterioration, loss or damage caused by the Contractor's failure to protect, store or secure in accordance with Sub-Clause 8.9 [Employer's Suspension].

对以下情况，承包人不应有权要求工期索要或支付所产生的费用，以补偿：

- (a) 承包人有缺陷或有缺陷(如有)工艺、装备或材料的后果；和/或
- (b) 承包人未能按照第 8.9 款[雇主导致的工程暂停]保护、储存或保障造成的任何损坏、损失或损害。

8.11 Payment for Plant and Materials after Employer's Suspension

雇主暂停后对装备及物料的付款

The Contractor shall be entitled to payment of the value (as at the date of suspension instructed under Sub-Clause 8.9 [Employer's Suspension]) of Plant and/or Materials which have not been delivered to Site, if:

在下列情况下，承包人有权获得尚未运抵现场的装备和/或材料的价值（截至根据第 8.9 款[雇主导致的工程暂停]指示的暂停之日）的付款：

- (a) the work on Plant, or delivery of Plant and/or Materials, has been suspended for more than 28 days and
 - (i) the Plant and/or Materials were scheduled, in accordance with the Programme, to have been completed and ready for delivery to the Site during the suspension period; and
 - (ii) the Contractor provides the Engineer with reasonable evidence that the Plant and/or Materials comply with the Contract; and
- (b) the Contractor has marked the Plant and/or Materials as the Employer's property in accordance with the Engineer's instructions.
 - (a) 有关装备的工作，或装备和/或物料的交付，已暂停超过 28 天及
 - (i) 按照计划，装备和(或)物料计划已完成，并可在暂停期内交付现场；以及
 - (ii) 承包人向工程师提供合理证据，证明装备/或物料符合合同规定；以及
 - (b) 承包人已按照工程师的指示将装备和/或物料标记为雇主的财产。

8.12 Prolonged Suspension 持续的暂停

If the suspension under Sub-Clause 8.9 [Employer's Suspension] has continued for more than 84 days, the Contractor may give a Notice to the Engineer requesting permission to proceed.

If the Engineer does not give a Notice under Sub-Clause 8.13 [Resumption of Work] within 28 days after receiving the Contractor's Notice under this Sub-Clause, the Contractor may either:

如果第 8.9 款[雇主导致的工程暂停]所述的暂停已持续 84 天以上, 承包人可要求工程师同意继续施工。

如果工程师在收到承包人根据本款发出的通知后 28 天内未根据第 8.13 款[恢复施工]发出通知, 承包人可:

(a) agree to a further suspension, in which case the Parties may agree the EOT and/or Cost Plus Profit (if the Contractor incurs Cost), and/or payment for suspended Plant and/or Materials, arising from the total period of suspension;

or (and if the Parties fail to reach agreement under this sub-paragraph (a))

(b) after giving a (second) Notice to the Engineer, treat the suspension as an omission of the affected part of the Works (as if it had been instructed under Sub-Clause 13.3.1 [Variation by Instruction]) with immediate effect including release from any further obligation to protect, store and secure under Sub-Clause 8.9 [Employer's Suspension]. If the suspension affects the whole of the Works, the Contractor may give a Notice of termination under Sub-Clause 16.2 [Termination by Contractor].

(a) 同意继续停工, 在这种情况下, 双方可商定工期索要和/或支付成本加利润(如果承包人招致费用)和/或暂停装备和/或材料的付款;

或(如当事各方未能根据本款(a)项达成协议)

(b) 在向工程师发出(第二次)通知后, 将暂时停工视为工程受影响部分的删减(如根据第 13.3.1 款[指示变更]已获指示一样), 并立即生效, 包括免除第 8.9 款[雇主导致的工程暂停]规定的保障、贮存及保安的继续义务。如果停工影响整个工程, 承包人可根据第 16.2 款[承包人终止]发出终止通知。

8.13 Resumption of Work 复工

The Contractor shall resume work as soon as practicable after receiving a Notice from the Engineer to proceed with the suspended work.

At the time stated in this Notice (if not stated, immediately after the Contractor receives this Notice), the Contractor and the Engineer shall jointly examine the Works and the Plant and Materials affected by the suspension. The Engineer shall record any deterioration, loss, damage or defect in the Works or Plant or Materials which has occurred during the suspension and shall provide this record to the Contractor. The Contractor shall promptly make good all such deterioration, loss, damage or defect so that the Works, when completed, shall comply with the Contract.

承包人在收到工程师有关对暂停的工程继续施工的通知后, 应在切实可行范围内尽快恢复工程。

在通知所述时间(如果没有说明, 则在承包人收到本通知后立即), 承包人和工程师应共同检查因停工而受影响的工程、设备和材料。工程师应记录停工期间发生的工程、装备或材料的任何损坏、损失、损坏或缺陷, 并将此记录提供给承包人。承包人应及时赔偿所有这些损坏、损失、损坏或缺陷, 使工程在完成后符合合同规定。

9 Tests on Completion 完工检验

9.1 Contractor's Obligations 承包人的义务

The Contractor shall carry out the Tests on Completion in accordance with this Clause and Sub-Clause 7.4 [Testing by the Contractor], after submitting the documents under Sub-Clause 4.4.2 [As-Built Records] (if applicable) and Sub-Clause 4.4.3 [Operation and Maintenance Manuals] (if applicable).

承包人应按照本条款和第 7.4 款[承包人检验],在根据第 4.4.2 款[竣工记录](如适用)和第 4.4.3 款[操作和维修手册](如适用)提交文件后,进行检验。

The Contractor shall submit to the Engineer, not less than 42 days before the date the Contractor intends to commence the Tests on Completion, a detailed test programme showing the intended timing and resources required for these tests.

承包人应在承包人计划完成检验之日前不少于 42 天向工程师提交一份详细的检验计划,说明这些检验所需的时间和资源。

The Engineer may Review the proposed test programme and may give a Notice to the Contractor stating the extent to which it does not comply with the Contract. Within 14 days after receiving this Notice, the Contractor shall revise the test programme to rectify such non-compliance. If the Engineer gives no such Notice within 14 days after receiving the test programme (or revised test programme), the Engineer shall be deemed to have given a Notice of No-objection. The Contractor shall not commence the Tests on Completion until a Notice of No-objection is given (or is deemed to have been given) by the Engineer.

工程师可审查拟议的检验方案,并可向承包人发出通知,说明其不符合合同的程度。在收到通知后 14 天内,承包人应修改检验计划,以纠正此种不符合规定的情况。如果工程师在收到检验计划(或修订的检验计划)后 14 天内没有发出该通知,则工程师应被视为已发出无异议通知。在工程师发出无异议通知(或认为已发出)之前,承包人不得在收到无异议通知之前开始完工检验。

In addition to any date(s) shown in the test programme, the Contractor shall give a Notice to the Engineer, of not less than 21 days, of the date after which the Contractor will be ready to carry out each of the Tests on Completion. The Contractor shall commence the Tests on Completion within 14 days after this date, or on such day or days as the Engineer shall instruct, and shall proceed in accordance with the Contractor's test programme to which the Engineer has given (or is deemed to have given) a Notice of No-objection.

除检验程序所示的任何日期外,承包人应在不少于 21 天内,将其准备好进行每项完工检验的日期通知工程师。承包人应在开始检验这个日期后 14 天内完成,或在工程师指示的一天或数天内开始完工检验,并应按照工程师已发出(或视为已发出)无异议通知的承包人检验计划进行。

As soon as the Works or Section have, in the Contractor's opinion, passed the Tests on Completion, the Contractor shall submit a certified report of the results of these tests to the Engineer. The Engineer shall Review such a report and may give a Notice to the Contractor stating the extent to which the results of the tests do not comply with the Contract. If the Engineer does not give such a



Notice within 14 days after receiving the results of the tests, the Engineer shall be deemed to have given a Notice of No-objection.

In considering the results of the Tests on Completion, the Engineer shall make allowances for the effect of any use of (any part of) the Works by the Employer on the performance or other characteristics of the Works.

一旦承包人认为工程或区段通过了完工检验, 承包人应向工程师提交这些检验结果的检验报告。工程师应审查此类报告, 并可向承包人发出通知, 说明检验结果在何种程度上不符合合同规定。如果工程师在收到检验结果后 14 天内没有发出这样的通知, 工程师应被视为发出了无异议通知。

在考虑完工检验的结果时, 工程师应考虑到雇主对工程的任何使用(任何部分)对工程的性能或其他特性的影响。

9.2 Delayed Tests 延误的检验

If the Contractor has given a Notice under Sub-Clause 9.1 [Contractor's Obligations] that the Works or Section (as the case may be) are ready for Tests on Completion, and these tests are unduly delayed by the Employer's Personnel or by a cause for which the Employer is responsible, Sub-Clause 10.3 [Interference with Tests on Completion] shall apply.

如承包人已按照第 9.1 款[承包人的责任]发出通知, 表明工程或区段(视情况)已可接受完工检验, 而雇主的人员或雇主负责的因由, 不适当地延迟进行该等检验, 则应适用第 10.3 款[干扰完工检验]。

If the Tests on Completion are unduly delayed by the Contractor, the Engineer may by giving a Notice to the Contractor 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 this period of 21 days as the Contractor may fix, for which the Contractor shall give a prior Notice to the Engineer of not less than 7 days.

如果承包人不适当地推迟完工检验, 工程师可通过向承包人发出通知, 要求承包人在收到通知后 21 天内进行测试。承包人应在承包人规定的 21 天期限内进行检验, 承包人应事先通知工程师不少于 7 天。

If the Contractor fails to carry out the Tests on Completion within this period of 21 days:

- (a) after a second Notice is given by the Engineer to the Contractor, the Employer's Personnel may proceed with the tests;
- (b) the Contractor may attend and witness these tests;
- (c) within 28 days of these tests being completed, the Engineer shall send a copy of the test results to the Contractor; and
- (d) if the Employer incurs additional costs as a result of such testing, the Employer shall be entitled subject to Sub-Clause 20.2 [Claims For Payment and/or EOT] to payment by the Contractor of the costs reasonably incurred.

Whether or not the Contractor attends, these Tests on Completion shall be deemed to have been carried out in the presence of the Contractor and the results of these tests shall be accepted as accurate.

如果承包人未能在这 21 天内进行完工检验:

- (a) 工程师向承包人发出第二次通知后, 雇主人员可以进行检验;

(b) 承包人可参加并见证这些检验；

(c) 在测试完成后 28 天内，工程师须将检验结果副本送交承包人；及

如果雇主因该项检验而引起额外费用，雇主应有权依据第 20.2 款[付款和/或工期索要]的规定，要求承包人支付合理发生的费用。

无论承包人是否参加，这些完工检验应视为是在承包人在场的情况下进行的，这些检验的结果应被认为是准确的。

9.3 Retesting 重新检验

If the Works, or a Section, fail to pass the Tests on Completion, Sub-Clause 7.5 [Defects and Rejection] shall apply. The Engineer or the Contractor may require these failed tests, and the Tests on Completion on any related work, to be repeated under the same terms and conditions. Such repeated tests shall be treated as Tests on Completion for the purposes of this Clause.

如果工程或区段工程在竣工时未能通过检验，则适用第 7.5 款[缺陷和拒收]。工程师或承包人可以要求在相同的条款和条件下重复这些不合格的检验，以及在任何相关工作完成后的检验。就本条款而言，这种重复检验应视为在竣工时进行的检验。

9.4 Failure to Pass Tests on Completion 未能通过完工检验

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

当整个工程或某区段未能通过根据第 9.3 款[重新检验]所进行的重复完工检验时，工程师应有权：

(a) order further repetition of Tests on Completion under Sub-Clause 9.3 [Retesting];

(a) 指示按照第 9.3 款再进行一次重复的完工检验；

(b) reject the Works if the effect of the failure is to deprive the Employer of substantially the whole benefit of the Works in which event the Employer shall have the same remedies as are provided in sub-paragraph (d) of Sub-Clause 11.4 [Failure to Remedy Defects];

(b) 如果由于该失败的后果致使雇主实质上丧失该工程或区段所带来的全部利益，则拒收整个工程或区段（视情况而定），在此情况下，雇主应享有与第 11.4 款[未能修补缺陷](d)项中的规定的相同补救颁发；或

(c) reject the Section if the effect of the failure is that the Section cannot be used for its intended purpose(s) under the Contract, in which event the Employer shall have the same remedy as is provided in sub-paragraph (c) of Sub-Clause 11.4 [Failure to Remedy Defects]; or

(c) 如该部分因不履行而不能用于合同所指的目的，则拒绝该部分，而在此情况下，雇主应获得与第 11.4 条(c)款[未能补救]所规定的补救办法；或

(d) issue a Taking-Over Certificate, if the Employer so requests

(d) 应发出接收证书（如果雇主如此要求的话）。

In the event of sub-paragraph (d) above, the Contractor shall then proceed in accordance with all other obligations under the Contract, and the Employer shall be entitled subject to Sub-Clause 20.2 [Claims For Payment and/or EOT] to payment by the Contractor or a reduction in the Contract Price as described under sub-paragraph (b) of Sub-Clause 11.4 [Failure to Remedy Defects], respectively. This entitlement shall be without prejudice to any other rights the Employer may have, under the Contract or otherwise.

在上条 d 项的情况下，承包人应按照合同规定履行所有其他义务，雇主有权依照第 20.2 款[付



款申请和/或工期索要], 由承包人支付或降低第 11.4 条 b 项所述的合同价格[未能补救缺陷]。这一权利不应损害雇主根据合同或其他方式可能享有的任何其他权利。

10 Employer's Taking Over 雇主的接收

10.1 Taking Over the Works and Sections 对工程和区段的接收

Except as stated in Sub-Clause 9.4 [Failure to Pass Tests on Completion], Sub-Clause 10.2 [Taking Over Parts] and Sub-Clause 10.3 [Interference with Tests on Completion], the Works shall be taken over by the Employer when:

除第 9.4 款[竣工时未能通过检验]、第 10.2 款[接管部分]和第 10.3 款[对完工检验的干扰]所规定外, 在下列情况下, 工程应由雇主接管:

(a) the Works have been completed in accordance with the Contract, including the passing of the Tests on Completion and except as allowed in sub-paragraph (i) below;

(a) 工程已按照合同竣工, 包括完工检验, 但下条 i 款所容许者除外;

(b) if applicable, the Engineer has given (or is deemed to have given) a Notice of No-objection to the as-built records submitted under Sub-Clause 4.4.2 [As-Built Records];

(b) 如适用, 工程师已发出(或视为已发出)通知, 对根据第 4.4.2 款[竣工记录]提交的竣工记录表示无异议;

(c) if applicable, the Engineer has given (or is deemed to have given) a Notice of No-objection to the operation and maintenance manuals under Sub-Clause 4.4.3 [Operation and Maintenance Manuals];

(c) 如适用, 工程师已对根据第 4.4.3 款[操作及维修手册]做的操作及维修手册发出(或视为已发出)无异议通知;

(d) if applicable, the Contractor has carried out the training as described under Sub-Clause 4.5 [Training]; and

(d) 如适用, 承包人已按照第 4.5 款[培训]的规定实施培训; 及

(e) a Taking-Over Certificate for the Works has been issued, or is deemed to have been issued in accordance with this Sub-Clause.

(e) 工程接收证书已经发出, 或被视为已根据本条签发。

The Contractor may apply for a Taking-Over Certificate by giving a Notice to the Engineer not more 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.

If any Part of the Works is taken over under Sub-Clause 10.2 [Taking Over Parts], the remaining Works or Section shall not be taken over until the conditions described in sub-paragraphs (a) to (e) above (where applicable) have been fulfilled.

承包人可在他认为工程将完工并准备移交前 14 天内, 向工程师发出申请接收证书的通知。

如果工程分为区段, 则承包人应同样为每个单项工程申请接收证书。

如工程的任何部分根据第 10.2 款(接管部分)被接收, 其余的工程或部分则在符合上条 a 至 e 款所规定的条件(如适用)接收。

The Engineer shall, within 28 days after receiving the Contractor's Notice, either:

(i) 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 (as listed in the Taking-Over Certificate) which will not substantially affect the safe use of the Works or Section for their intended purpose (either until or whilst this work is completed and these defects are remedied); or

工程师须在收到承包人的通知后 28 天内:

(i) 向承包人发出接收证书, 说明工程或区段将按照合同的约定的日期竣工, 但轻微的扫尾工作及瑕疵之处(如“接收证书”所列), 不会对工程或区段的预期用途(直至在该等瑕疵之处得到修补)产生重大影响; 或

(ii) reject the application by giving a Notice to the Contractor, with reasons. This Notice shall specify the work required to be done, the defects required to be remedied and/or the documents required to be submitted by the Contractor to enable the Taking-Over Certificate to be issued. The Contractor shall then complete this work, remedy such defects and/or submit such documents before giving a further Notice under this Sub-Clause.

If the Engineer does not issue the Taking-Over Certificate or reject the Contractor's application within this period of 28 days, and if the conditions described in sub-paragraphs (a) to (d) above (where applicable) have been fulfilled, the Works or Section shall be deemed to have been completed in accordance with the Contract on the fourteenth day after the Engineer receives the Contractor's Notice of application and the Taking-Over Certificate shall be deemed to have been issued.

(ii) 向承建商发出拒绝该项申请的通知及理由。该通知应具体说明所需完成的工作、需要纠正的缺陷和/或承包人为签发接收证书而必须提交的文件。随后, 承包人应完成这项工作, 纠正这些缺陷和/或提交此类文件, 再根据本条给予进一步通知。

如果工程师在 28 天内没有签发接收证书或拒绝承包人的申请, 如果以上(a)至(d)项所规定条件(如适用)已得到满足, 工程或区段应被视为在工程师收到承包人申请通知后的第 14 天按照合同完成, 并应视为已签发验收证书。

10.2 Taking Over Parts 对部分工程的接收

The Engineer may, at the sole discretion of the Employer, issue a Taking-Over Certificate for any part of the Permanent Works.

The Employer shall not use any part of the Works (other than as a temporary measure, which is either stated in the Specification or with the prior agreement of the Contractor) unless and until the Engineer has issued a Taking-Over Certificate for this part. However, if the Employer does use any part of the Works before the Taking-Over Certificate is issued the Contractor shall give a Notice to the Engineer identifying such part and describing such use, and:

工程师可根据雇主的全权决定, 为永久工程的任何部分颁发接收证书。

雇主不得使用工程的任何部分(合同规格书中规定的或经承包人事先同意的临时措施除外)除非且直至工程师已颁发了该部分的接收证书。但是, 如果雇主在签发接管证书之前确实使用了工程的任何部分, 承包人应向工程师发出通知, 标明该部分并说明其用途, 并:

(a) that Part shall be deemed to have been taken over by the Employer as from the date on which it is used;

(a) 该被使用的部分自被使用之日, 应视为已被雇主接收;

(b) the Contractor shall cease to be liable for the care of such Part as from this date, when responsibility shall pass to the Employer; and



(b) 承包人应从使用之日起停止对该部分的照管责任，此时，责任应转给雇主；以及

(c) the Engineer shall immediately issue a Taking-Over Certificate for this Part, and any outstanding work to be completed (including Tests on Completion) and/or defects to be remedied shall be listed in this certificate.

After the Engineer has issued a Taking-Over Certificate for a Part, the Contractor shall be given the earliest opportunity to take such steps as may be necessary to carry out the outstanding work (including Tests on Completion) and/or remedial work for any defects listed in the certificate. The Contractor shall carry out these works as soon as practicable and, in any case, before the expiry date of the relevant DNP.

(c) 工程师应立即为该区段签发接收证书，任何有待完成的扫尾工作(包括完工检验)和/或有待纠正的缺陷均应列于证书中。

在工程师签发了部分的接管证书后，承包人应尽早采取必要措施，对证书中列出的任何缺陷进行尚未完成的工作（包括竣工检验）和/或补救工作。承包人应在切实可行范围内尽快实施这些工程，无论如何，在相关缺陷通知期的有效期前进行。

If the Contractor incurs Cost as a result of the Employer taking over and/ or using a Part, the Contractor shall be entitled subject to Sub-Clause 20.2 [Claims For Payment and/or EOT] to payment of such Cost Plus Profit.

If the Engineer issues a Taking-Over Certificate for any part of the Works, or if the Employer is deemed to have taken over a Part under sub-paragraph (a) above, for any period of delay after the date under sub-paragraph (a) above, the Delay Damages for completion of the remainder of the Works shall be reduced. Similarly, the Delay Damages for the remainder of the Section (if any) in which this Part is included shall also be reduced. This reduction shall be calculated as the proportion which the value of the Part (except the value of any outstanding works and/or defects to be remedied) bears to the value of the Works or Section (as the case may be) as a whole. The Engineer shall proceed under Sub-Clause 3.7 [Agreement or Determination] to agree or determine this reduction (and for the purpose of Sub-Clause 3.7.3 [Time limits], the date the Engineer receives the Contractor's Notice under this Sub-Clause shall be the date of commencement of the time limit for agreement under Sub-Clause 3.7.3). The provisions of this paragraph shall only apply to the daily rate of Delay Damages, and shall not affect the maximum amount of these damages.

如果承包人因业主接收和/或使用部分而导致成本，则承包人有权根据第 20.2 款[支付和/或工期索要]的规定要求支付此类成本加利润。

如果工程师签发工程任何部分的接收证书，或如果雇主被视为已接收了上条款(a)所指明的部分，则在上条款(a)所述日期后的任何延误期间，为完成剩余部分工程的延误损失费应予减少。同样，包括本部分的部分(如有)的其余部分的迟延损失费也应减少。这一减少应按该部分价值(未完成的工程和/或需补救的缺陷的价值除外)占工程或部分(视情况而定)整体价值的比例计算。工程师应根据第 3.7 款[商定或确定]的规定，同意或确定该减少（且就第 3.7.3[时限]的目的，工程师收到承包人根据本款发出的通知的日期开始作为第 3.7.3 款规定的商定期限的开始日期）。本款的规定仅适用于迟延损失赔偿的日费率，不得影响迟延损失费的最大金额。

10.3 Interference with Tests on Completion 对完工检验的干扰



If the Contractor is prevented, for more than 14 days (either a continuous period, or multiple periods which total more than 14 days), from carrying out the Tests on Completion by the Employer's Personnel or by a cause for which the Employer is responsible:

- (a) the Contractor shall give a Notice to the Engineer describing such prevention;
- (b) the Employer shall be deemed to have taken over the Works or Section (as the case may be) on the date when the Tests on Completion would otherwise have been completed; and
- (c) the Engineer shall immediately issue a Taking-Over Certificate for the Works or Section (as the case may be).

After the Engineer has issued this Taking-Over Certificate, the Contractor shall carry out the Tests on Completion as soon as practicable and, in any case, before the expiry date of the DNP. The Engineer shall give a Notice to the Contractor, of not less than 14 days, of the date after which the Contractor may carry out each of the Tests on Completion. Thereafter, Sub-Clause 9.1 [Contractor's Obligations] shall apply.

If the Contractor suffers delay and/or incurs Cost as a result of being prevented from carrying out the Tests on Completion, the Contractor shall be entitled subject to Sub-Clause 20.2 [Claims For Payment and/or EOT] to EOT and/or payment of such Cost Plus Profit.

如果雇主的人员或雇主责任的原因阻止承包商进行完工检验超过 14 天(连续一段时间或多次, 总时间超过 14 天), 则:

- (a) 承包人应向工程师发出通知, 说明这种妨碍;
- (b) 雇主应被认为在完工检验本应完成的日期已接收工程或区段(视情况)及
- (c) 工程师应立即签发工程或区段的接收证书(视情况)。

在工程师签发本接收证书后, 承包人应尽快开展完工检验, 无论如何, 应在缺陷通知期之前进行检验。工程师应在承包商可以进行每项完工测试之日起不少于 14 天的时间内向承包商发出通知。此后, 将适用第 9.1 款[承包商的义务]。

如果承包人因被阻止进行完工检验而受到延误和/或引起费用, 承包人有权依据第 20.2 款[付款和/或工期索要]获得工期索要和/或支付该成本加利润。

10.4 Surfaces Requiring Reinstatement 复原地表

Except as otherwise stated in the Taking-Over Certificate, a certificate for a Section or Part of the Works shall not be deemed to certify completion of any ground or other surfaces requiring reinstatement.

除非接收证书中另有规定, 区段或部分工程的证书并不视为可以证明任何需要恢复原状的场地或其他地表面的工作已经完成。

11 Defects after Taking Over 接收后的缺陷

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

In order that the Works and Contractor's Documents, and each Section and/ or Part, 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:

为在相关缺陷通知期期满前或之后尽快使工作和承包人的文件以及每个单项工程符合合同要求的条件(合理的磨损除外), 承包人应:

- (a) complete any work which is outstanding on the relevant Date of Completion, within the time(s) stated in the Taking-Over Certificate or such other reasonable time as is instructed by the Engineer; and

(b) execute all work required to remedy defects or damage, of which a Notice is given to the Contractor by (or on behalf of) the Employer on or before the expiry date of the DNP for the Works or Section or Part (as the case may be).

(a) 在有关的完成日期,或在接收证明书所述的时间内,或在工程师指示的其他合理时间内,完成任何尚未完成的工程;及

(b) 按照雇主(或雇主授权的他人)指示,在工程或区段的缺陷通知期期满之日或之前(视情况而定)实施补救缺陷或损害所必需的所有工作。

If a defect appears (including if the Works fail to pass the Tests after Completion, if any) or damage occurs during the relevant DNP, a Notice shall be given to the Contractor accordingly, by (or on behalf of) the Employer. Promptly thereafter:

- (i) the Contractor and the Employer's Personnel shall jointly inspect the defect or damage;
- (ii) the Contractor shall then prepare and submit a proposal for necessary remedial work; and
- (iii) the second, third and fourth paragraphs of Sub-Clause 7.5 [Defects and Rejection] shall apply.

如果出现缺陷(包括工程竣工后未能通过检验(如有),或在相关缺陷通知期间发生损坏,则应由雇主(或代表)向承包人发出相应的通知。此后迅速:

- (i) 承包人和业主人员应共同检查缺陷或损坏;
- (ii) 随后,承包人应准备并提交必要的补救工作建议;以及
- (iii) 第 7.5 条第 2、第 3 和第 4 款[缺陷和拒收]应适用。

11.2 Cost of Remedying Defects 修补缺陷的费用

All work under 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) design (if any) of the Works for which the Contractor is responsible;
- (b) Plant, Materials or workmanship not being in accordance with the Contract;
- (c) improper operation or maintenance which was attributable to matters for which the Contractor is responsible (under Sub-Clauses 4.4.2 [As-Built Records], Sub-Clause 4.4.3 [Operation and Maintenance Manuals] and/or Sub-Clause 4.5 [Training] (where applicable) or otherwise); or
- (d) failure by the Contractor to comply with any other obligation under the Contract.

如果所有第 11.1 款【完成扫尾工作和修补缺陷】(b)段中所述工作的必要性是由下列原因引起的,则所有此类工作应由承包人自担风险和费用进行:

- (a) 承包人负责的工程设计(如有);
- (b) 永久装备、材料或工艺不符合合同要求;或
- (c) 可归因于承包人负责的事项(根据第 4.4.2 款[竣工记录]、第 4.4.32 款[操作和维修手册]和/或第 4.5 款[培训](如适用)或其他)引起的不当操作或维修;或
- (d) 承包人未履行合同规定的任何其他义务。

If the Contractor considers that the work is attributable to any other cause, the Contractor shall promptly give a Notice to the Engineer and the Engineer shall proceed under Sub-Clause 3.7 [Agreement or Determination] to agree or determine the cause (and, for the purpose of Sub-Clause 3.7.3 [Time limits], the date of this Notice shall be the date of commencement of the time limit for

agreement under Sub-Clause 3.7.3). If it is agreed or determined that the work is attributable to a cause other than those listed above, Sub-Clause 13.3.1 [Variation by Instruction] shall apply as if such work had been instructed by the Engineer.

如果承包人认为工程可归因于任何其他原因, 承包人应及时向工程师发出通知, 且工程师应根据第 3.7 款[商定或确定]的规定, 同意或确定原因(就第 3.7.3 款[时限]而言, 该通知的日期应为第 3.7.3 款规定的协议时限的开始日期)。如果双方同意或确定工程归因于上述原因以外的原因, 则第 13.3.1 款[指示的变更]应适用于工程师指示此类工作的情况。

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

The Employer shall be entitled to an extension of the DNP for the Works, or a Section or a Part:

(a) if and to the extent that the Works, Section, Part or a major item of Plant (as the case may be, and after taking over) cannot be used for the intended purpose(s) by reason of a defect or damage which is attributable to any of the matters under sub-paragraphs (a) to (d) of Sub-Clause 11.2 [Cost of Remedying Defects]; and

雇主有权对以下情况为工程或某区段延长缺陷通知期:

如工程、单项工程、部分或主要装备(视情况以及在接收后)因某项可归因于第 11.2 条(a)至(d)款[修补缺陷费用]所指的任何情况而不能用作预期用途; 及

(b) subject to Sub-Clause 20.2 [Claims For Payment and/or EOT].

However, a DNP shall not be extended by more than a period of two years after the expiry of the DNP stated in the Contract Data.

If delivery and/or erection of Plant and/or Materials was suspended under Sub-Clause 8.9 [Employer's Suspension] (other than where the cause of such suspension is the responsibility of the Contractor) or Sub-Clause 16.1 [Suspension by Contractor], the Contractor's obligations under this Clause shall not apply to any defects or damage occurring more than two years after the DNP for the Works, of which the Plant and/or Materials form part, would otherwise have expired.

(b) 根据第 20.2 款[付款和/或工期索要]的规定。

但缺陷通知期的延长不得超过合同中约定的缺陷通知期满后 2 年。

如果装备和/或材料的交付和/或安装暂停属于第 8.9 款[业主的暂停](除了此类暂停的原因是承包人的责任)或第 16.1 款[承包人的暂停], 则承包人在本条款下的义务不适用于设备和/或材料构成部分的工程缺陷通知期满后两年后发生的任何缺陷或损坏, 本应过期的。

11.4 Failure to Remedy Defects 未能修补缺陷

If the remedying of any defect or damage under Sub-Clause 11.1 [Completion of Outstanding Works and Remedying Defects] is unduly delayed by the Contractor, a date may be fixed by (or on behalf of) the Employer, on or by which the defect or damage is to be remedied. A Notice of this fixed date shall be given to the Contractor by (or on behalf of) the Employer, which Notice shall allow the Contractor reasonable time (taking due regard of all relevant circumstances) to remedy the defect or damage.

如承包人不适当地延误根据第 11.1 款[扫尾工作的完成及补救缺陷]对任何缺陷或损坏作出补救的义务履行, 则可由雇主(或代表)定出补救该欠妥或损坏的日期。雇主(或代表)应向承包人发出关于这一确定日期的通知, 该通知应允许承包人在适当考虑到所有相关情况的情况下, 在合理时间内对缺陷或损坏进行补救。



If the Contractor fails to remedy the defect or damage by the date stated in this Notice 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 the Employer's sole discretion):

如果承包商未能在本通知规定的日期前对缺陷或损坏进行补救，而且根据第 11.2 款[补救缺陷的费用]的规定，这项补救工作将由承包商承担费用，雇主可(由雇主自行决定):

(a) carry out the work or have the work carried out by others (including any retesting), in the manner required under the Contract and at the Contractor's cost, but the Contractor shall have no responsibility for this work. The Employer shall be entitled subject to Sub-Clause 20.2 [Claims For Payment and/or EOT] to payment by the Contractor of the costs reasonably incurred by the Employer in remedying the defect or damage;

按照合同要求的方式实施工作或由其他人实施工作（包括任何重新检验），由承包人承担费用，但承包人对该工作不负任何责任。雇主有权根据第 20.2 款[付款和/或工期索要]的规定，要求承包人支付雇主为补救缺陷或损害而合理发生的费用；

(b) accept the damaged or defective work, in which case the Employer shall be entitled subject to Sub-Clause 20.2 [Claims For Payment and/or EOT] to a reduction in the Contract Price. The reduction shall be in full satisfaction of this failure only and shall be in the amount as shall be appropriate to cover the reduced value to the Employer as a result of this failure;

接收损坏或有缺陷的工程，在这种情况下，雇主应有权依据[付款和/或工期索要]的规定减少合同价格。减少的金额应是完全满足此未履行的情况，且应是适当的，以弥补雇主因此未履行而减少的价值；

(c) require the Engineer to treat any part of the Works which cannot be used for its intended purpose(s) under the Contract by reason of this failure as an omission, as if such omission had been instructed under Sub-Clause 13.3.1 [Variation by Instruction]; or

要求工程师将由于这种不合格而不能用于合同规定的预定用途的工程部分视为一种删减，如同该删减是根据第 13.3.1 款[指示变更]的规定作出指示一样；或

(d) terminate the Contract as a whole with immediate effect (and Sub-Clause 15.2 [Termination for Contractor's Default] shall not apply) if the defect or damage deprives the Employer of substantially the whole benefit of the Works. The Employer shall then be entitled subject to Sub-Clause 20.2 [Claims For Payment and/or EOT] to recover from the Contractor all sums paid for the Works, plus financing charges and any costs incurred in dismantling the same, clearing the Site and returning Plant and Materials to the Contractor.

如果缺陷或损害使雇主实质上丧失了工程的全部利益，则应立即全面终止合同并立即生效(第 15.2 款[因承包人违约而终止]不适用)。随后，依据第 20.2 款[付款和/或工期索要要求]的规定，雇主有权向承包人收回所有为工程支付的款项，外加融资费用和因拆除该工程、清理现场和将装备和材料退回承包人方面发生的任何费用。

The exercise of discretion by the Employer under sub-paragraph (c) or (d) above shall be without prejudice to any other rights the Employer may have, under the Contract or otherwise.

雇主根据上条(c)或(d)项规定行使自由裁量权，不得损害雇主根据合同或其他方式可能享有的任何其他权利。

11.5 Remedying of Defective Work off Site 现场外修补有缺陷的工作

If, during the DNP, the Contractor considers that any defect or damage in any Plant cannot be remedied expeditiously on the Site the Contractor shall give a Notice, with reasons, to the Employer requesting consent to remove the defective or damaged Plant off the Site for the purposes of repair. This Notice shall clearly identify each item of defective or damaged Plant, and shall give details of:

如果在缺陷通知期间,如果承包人认为任何装备的任何缺陷或损坏不能在现场迅速补救,承包人应向雇主发出通知,说明理由,要求雇主同意为修理目的将有缺陷或受损的装备移出现场。本通知应清楚标明每一项有缺陷或损坏的设备,并应详细说明:

- (a) the defect or damage to be repaired;
 - (b) the place to which defective or damaged Plant is to be taken for repair;
 - (c) the transportation to be used (and insurance cover for such transportation);
 - (d) the proposed inspections and testing off the Site;
 - (e) the planned duration required before the repaired Plant shall be returned to the Site; and
 - (f) the planned duration for reinstallation and retesting of the repaired Plant (under Sub-Clause 7.4 [Testing by the Contractor] and/or Clause 9 [Tests on Completion] if applicable).
- (a) 待修复的缺陷或损坏;
- (b) 对有缺陷或损坏的装备需要修理的地方;
- (c) 所使用的运输(以及此种运输的保险);
- (d) 拟在场外进行的检查和检验;
- (e) 修理后的装备应归还现场所需的计划工期; 和
- (f) 重新安装和重新测试修复的设备的计划工期(根据第 7.4 款[承包人的检验]和/或第 9 款[完工检验], 如适用)。

The Contractor shall also provide any further details that the Employer may reasonably require.

When the Employer gives consent (which consent shall not relieve the Contractor from any obligation or responsibility under this Clause), the Contractor may remove from the Site such items of Plant as are defective or damaged. As a condition of this consent, the Employer may require the Contractor to increase the amount of the Performance Security by the full replacement cost of the defective or damaged Plant.

承包人还应提供雇主可能合理要求的任何进一步具体细节。

如果雇主同意(该同意不得免除承包人根据本条承担的任何义务或责任)时, 承包人可以从现场移走有缺陷或损坏的装备。作为此种同意的条件, 雇主可以要求承包人增加履约保证金的数额替换缺陷或损坏的装备的全部重置费用。

11.6 Further Tests after Remedying Defects 修补缺陷后的再次检验

Within 7 days of completion of the work of remedying of any defect or damage, the Contractor shall give a Notice to the Engineer describing the remedied Works, Section, Part and/or Plant and the proposed repeated tests (under Clause 9 [Tests on Completion]). Within 7 days after receiving this Notice, the Engineer shall give a Notice to the Contractor either:

在修复任何缺陷或损坏的工作完成后 7 天内, 承包人应向工程师发出通知, 说明补救工程、区段、部分和/或装置以及建议的重新检验(根据第 9 款[竣工检验])。在收到本通知后 7 天内,



工程师应向承包人发出以下通知：

- (a) agreeing with such proposed testing; or
- (b) instructing the repeated tests that are necessary to demonstrate that the remedied Works, Section, Part and/or Plant comply with the Contract.

If the Contractor fails to give such a Notice within the 7 days, the Engineer may give a Notice to the Contractor, within 14 days after the defect or damage is remedied, instructing the repeated tests that are necessary to demonstrate that the remedied Works, Section, Part and/or Plant comply with the Contract. All repeated tests under this Sub-Clause 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 Defects], for the cost of the remedial work.

(a) 同意该建议的检验；或

(b) 指导必要的重新检验，以证明补救的工程、部分和/或设备符合合同规定。

如果承包人未能在 7 天内发出通知，工程师可在缺陷或损坏得到补救后 14 天内向承包人发出通知，指示进行必要的重新检验，以证明补救的工程、部分和/或设备符合合同。根据本款进行的所有重新检验均应按照适用于先前检验的条款进行，但根据第 11.2 款[弥补缺陷的费用]，应由承担补救工作费用的一方承担风险和费用。

11.7 Right of Access after Taking Over 接收后的进入权

Until the date 28 days after issue of the Performance Certificate, the Contractor shall have the right of access to the Works as is reasonably required in order to comply with this Clause, except as may be inconsistent with the Employer's reasonable security restrictions.

Whenever the Contractor intends to access any part of the Works during the relevant DNP:

在发出完工证书后 28 天之前，承包人应有权按遵守本条款合理要求进入工程，但与雇主合理的安全限制不一致的除外。

承包人打算在缺陷通知期间进入工程的任何部分时：

(a) the Contractor shall request access by giving a Notice to the Employer, describing the parts of the Works to be accessed, the reasons for such access, and the Contractor's preferred date for access. This Notice shall be given in reasonable time in advance of the preferred date for access, taking due regard of all relevant circumstances including the Employer's security restrictions; and 承包人应向业主发出通知说明要进入的工程的部分、进入的原因以及承包人首选的进入日期来请求进入。本通知应在首选日期之前的合理时间内发出，并适当考虑到所有相关情况，包括雇主的安全限制；以及

(b) within 7 days after receiving the Contractor's Notice, the Employer shall give a Notice to the Contractor either:

(i) stating the Employer's consent to the Contractor's request; or

(ii) proposing reasonable alternative date(s), with reasons. If the Employer fails to give this Notice within the 7 days, the Employer shall be deemed to have given consent to the Contractor's access on the preferred date stated in the Contractor's Notice.

If the Contractor incurs additional Cost as a result of any unreasonable delay by the Employer in



permitting access to the Works by the Contractor, the Contractor shall be entitled subject to Sub-Clause 20.2 [Claims For Payment and/or EOT] to payment of any such Cost Plus Profit.

(b) 业主应在收到承包人通知后 7 天内，向承包人发出通知：

(i) 说明雇主同意承包人的要求；或

(ii) 提出合理的替代日期，并说明理由。如果雇主没有在 7 天内发出本通知，雇主应被视为已同意承包人在通知中所述的首选日期进入。

如果承包人因雇主不合理地延迟允许承包人进入工程而引起额外费用，承包人应有权在符合第 20.2 款[付款要求和/或工期索要]的情况下，获得任何此类成本加利润的付款。

11.8 Contractor to Search 承包人的检查

The Contractor shall, if instructed by the Engineer, search for the cause of any defect, under the direction of the Engineer. The Contractor shall carry out the search on the date(s) stated in the Engineer's instruction or other date(s) agreed with the Engineer.

如果工程师要求的话，承包人应在其指导下检查产生任何缺陷的原因。承包人应在工程师的指示或与工程师约定的其他日期进行检查。

Unless the defect is to be remedied at the cost of the Contractor under Sub-Clause 11.2 [Cost of Remedying Defects], the Contractor shall be entitled subject to Sub-Clause 20.2 [Claims For Payment and/or EOT] to payment of the Cost Plus Profit of the search.

除非根据第 11.2 款[弥补缺陷的费用]由承包人承担费用，否则承包人应有权根据第 20.2 款[付款和/或工期索要]获得检查的成本加利润。

If the Contractor fails to carry out the search in accordance with this Sub-Clause, the search may be carried out by the Employer's Personnel. The Contractor shall be given a Notice of the date when such a search will be carried out and the Contractor may attend at the Contractor's own cost. If the defect is to be remedied at the cost of the Contractor under Sub-Clause 11.2 [Cost of Remedying Defects], the Employer shall be entitled subject to Sub-Clause 20.2 [Claims For Payment and/or EOT] to payment by the Contractor of the costs of the search reasonably incurred by the Employer.

如果承包人没有按照本款的规定进行检查，则可以由雇主的人员进行。承包人应被告知进行这种检查的日期，承包人可自费参加。如果根据第 11.2 款[修补缺陷的费用]由承包人承担费用对缺陷进行修补，雇主应有权依据第 20.2 款[付款和/或工期索要]的规定，由承包人支付雇主合理承担的调查费用。

11.9 Performance Certificate 完工证书

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

The Engineer shall issue the Performance Certificate to the Contractor (with a copy to the Employer and to the DAAB) within 28 days after the latest of the expiry dates of the Defects Notification Periods, or as soon thereafter as the Contractor has:

只有在工程师向承包人颁发了完工证书，说明承包人已依据合同履行其义务的日期之后，承包人的义务的履行才被认为已完成。

工程师应在缺陷通知期最晚截止日期后 28 天内，或在承包商完成以下事项后，立即向承包



人签发完工证书（副本交雇主和争端裁决委员会）：

- (a) supplied all the Contractor's Documents; and
- (b) completed and tested all the Works (including remedying any defects) in accordance with the Contract.

If the Engineer fails to issue the Performance Certificate within this period of 28 days, 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.

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

- (a) 提供了承包人的所有文件；
- (b) 根据合同完成并检验所有工程(包括修复任何缺陷)。

如果工程师未能在这 28 天的期限内签发完工证书，则应视为已经按照本款的要求，在应签发该证书的日期后 28 天发出了完工证书。

只有完工证书才能视为构成对工程的验收。

11.10 Unfulfilled Obligations 未尽义务

After the issue of the Performance Certificate, 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.

However in relation to Plant, the Contractor shall not be liable for any defects or damage occurring more than two years after expiry of the DNP for the Plant except if prohibited by law or in any case of fraud, gross negligence, deliberate default or reckless misconduct.

在完工证书签发之后，每一方仍应负责完成届时尚未履行的任何义务。就确定未履行的义务的性质和范围而言，合同应被认为仍然有效。

但是，就装备而言，承包人不应对缺陷期满后两年以上发生的任何缺陷或损害负责，除非法律禁止或在任何情况下发生欺诈、重大过失、故意违约或不当行为。

11.11 Clearance of Site 现场的清理

Promptly after the issue of the Performance Certificate, the Contractor shall:

- (a) remove any remaining Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works from the Site;
- (b) reinstate all parts of the Site which were affected by the Contractor's activities during the execution of the Works and are not occupied by the Permanent Works; and
- (c) leave the Site and the Works in the condition stated in the Specification (if not stated, in a clean and safe condition).

在签发完工证书后，承包人应立即：

- (a) 将剩余的承包人设备、剩余材料、残骸、垃圾和临时工程从现场移走；
- (b) 恢复场地内所有在进行工程时受承包人活动影响而没有被永久工程占用的部分；及
- (c) 将现场和工程保持在规范规定的条件下(如果没有说明，则保持清洁和安全)。

If the Contractor fails to comply with sub-paragraphs (a), (b) and/or (c) above within 28 days after the issue of the Performance Certificate, the Employer may sell (to the extent permitted by applicable Laws) or otherwise dispose of any remaining items and/or may reinstate and clean the Site (as may be necessary) at the Contractor's cost.



The Employer shall be entitled subject to Sub-Clause 20.2 [Claims For Payment and/or EOT] to payment by the Contractor of the costs reasonably incurred in connection with, or attributable to, such sale or disposal and reinstating and/or cleaning the Site, less an amount equal to the moneys from the sale (if any).

如果承包人在发出完工证书后 28 天内未能遵守该条(a), (b) 和/或 (c)的规定, 雇主可(在适用法律允许的范围内)出售或以其他方式处置任何剩余物品和/或可(视需要)恢复和清洁现场, 由承包人承担费用。

雇主有权依据第 20.2 款[付款和工期索要]要求承包人支付与该项出售或处置有关或可归因于该等处置的合理招致的费用, 以及修复及(或)清洁该场地的费用, 从出售所得款项的等值扣减(如有)。

12 Measurement and Valuation 测量和估价

12.1 Works to be Measured 需测量的工程

The Works shall be measured, and valued for payment, in accordance with this Clause.

Whenever the Engineer requires any part of the Works to be measured on Site, he/she shall give a Notice to the Contractor of not less than 7 days, of the part to be measured and the date on which and place on Site at which the measurement will be made. Unless otherwise agreed with the Contractor, the measurement on Site shall be made on this date and the Contractor's Representative shall:

应对工程依据本款进行测量并确定其支付价值。

当工程师要求在现场测量工程的任何部分时, 应向承包人提前 7 天发出通知, 说明要测量的部分以及进行测量的日期和地点。除非与承包人另有协议, 现场计量应在此日期进行, 承包人代表应:

(a) either attend or send another qualified representative to assist the Engineer and to endeavour to reach agreement of the measurement, and

(b) supply any particulars requested by the Engineer.

(a) 参加或派遣另一名合格代表协助工程师并尽力达成测量协议, 以及

(b) 提供工程师要求的任何详细资料。

If the Contractor fails to attend or send a representative at the time and place stated in the Engineer's Notice (or otherwise agreed with the Contractor), the measurement made by (or on behalf of) the Engineer shall be deemed to have been made in the Contractor's presence and the Contractor shall be deemed to have accepted the measurement as accurate.

如果承包人未能在工程师通知(或以其他方式与承包人商定的)的时间和地点出席或派代表出席, 工程师(或代表)所作的测量应被视为是在承包人在场的情况下进行的, 承包人应被视为接受了测量的准确性。

Any part of the Permanent Works that is to be measured from records shall be identified in the Specification and, except as otherwise stated in the Contract, such records shall be prepared by the Engineer. Whenever the Engineer has prepared the records for such a part, he/she shall give a Notice to the Contractor of not less than 7 days, stating the date on which and place at which the Contractor's Representative shall attend to examine and agree the records with the Engineer. If the Contractor fails to attend or send a representative at the time and place stated in the Engineer's

Notice (or otherwise agreed with the Contractor), the Contractor shall be deemed to have accepted the records as accurate.

永久工程的任何部分如需测量记录，均应在规范中标明，除非合同另有规定，此类记录应由工程师编制。当工程师为该部分准备编制记录时，应向承包人提前 7 天发出通知，说明承包人代表应参加审查并与工程师商定记录的日期和地点。如果承包人未能在工程师通知所述的时间和地点(或以其他方式与承包人达成协议)出席或派代表出席，承包人应被视为接受了这些记录的准确性。

If, for any part of the Works, the Contractor attends the measurement on Site or examines the measurement records (as the case may be) but the Engineer and the Contractor are unable to agree the measurement, then the Contractor shall give a Notice to the Engineer setting out the reasons why the Contractor considers the measurement on Site or records are inaccurate. If the Contractor does not give such a Notice to the Engineer within 14 days after attending the measurement on Site or examining the measurement records, the Contractor shall be deemed to have accepted the measurement as accurate.

如果工程的任何部分，承包人都在现场进行测量或检查测量记录（视情况），但如果工程师和承包人不能就测量达成一致，承包人应向工程师发出通知，说明承包人认为现场或记录测量不准确的原因。如果承包人在现场测量或检查测量记录后 14 天内没有向工程师发出通知，则承包人应视为已接受测量结果准确性。

After receiving a Contractor's Notice under this Sub-Clause, unless at that time such measurement is already subject to the last paragraph of Sub-Clause 13.3.1 [Variation by Instruction], the Engineer shall:

- proceed under Sub-Clause 3.7 [Agreement or Determination] to agree or determine the measurement; and
- for the purpose of Sub-Clause 3.7.3 [Time limits], the date on which the Engineer receives the Contractor's Notice shall be the date of commencement of the time limit for agreement under Sub-Clause 3.7.3.

Until such time as the measurement is agreed or determined, the Engineer shall assess a provisional measurement for the purposes of Interim Payment Certificates.

在收到承包人根据本款发出的通知后，除非此时该测量已按照第 13.3.1 款[按指示变更]的最后一款规定执行，否则工程师应：

- 根据第 3.7 款[商议或决定]的规定，继续商定或确定测量；以及
- 就第 3.7.3 款[时限]而言，工程师收到承包人通知的日期应为第 3.7.3 条规定的协议时限的开始日期。

在商议或决定计量之前，工程师应为中期付款证书的目的对临时计量进行评估。

12.2 Method of Measurement 测量方法

The method of measurement shall be as stated in the Contract Data or, if not so stated, that which shall be in accordance with the Bill of Quantities or other applicable Schedule(s).

Except as otherwise stated in the Contract, measurement shall be made of the net actual quantity of each item of the Permanent Works and no allowance shall be made for bulking, shrinkage or waste.

测量的方法应符合合同文件中规定的要求，或者如果没有说明，则应符合工程量清单或其他



适用的附表中规定。

除合同另有规定外，计量应以永久工程各项目的实际净数量为准，不得考虑膨胀、收缩或消耗。

12.3 Valuation of the Works 对工程的估价

Except as otherwise stated in the Contract, the Engineer shall value each item of work by applying the measurement agreed or determined in accordance with Sub-Clauses 12.1 [Works to be Measured] and 12.2 [Method of Measurement], and the appropriate rate or price for the item.

For each item of work, the appropriate rate or price for the item shall be the rate or price specified for such item in the Bill of Quantities or other Schedule or, if there is no such an item, specified for similar work.

Any item of work which is identified in the Bill of Quantities or other Schedule, but for which no rate or price is specified, shall be deemed to be included in other rates and prices in the Bill of Quantities or other Schedule(s).

除合同另有规定外，工程师应按照第 12.1 款[待测量的工程]和第 12.2 款[测量方法]所商定或确定的计量，以及该项目的适当费率或价格，对每一项工作进行估价。

就每项工程而言，该项目的适当比率或价格，应为工程量清单或其他附表就该项目明确的比率或价格，如无该等项目，则为同类工程指明的比率或价格。

凡在工程量清单或其他附表中标明但未列明费率或价格的工作项目，均应视为已包括在工程量清单或其他附表中的其他费率和价格中。

A new rate or price shall be appropriate for an item of work if:

- (a) the item is not identified in, and no rate or price for this item is specified in, the Bill of Quantities or other Schedule and no specified rate or price is appropriate because the item of work is not of similar character, or is not executed under similar conditions, as any item in the Contract;
- (b)
 - (i) the measured quantity of the item is changed by more than 10% from the quantity of this item in the Bill of Quantities or other Schedule,
 - (ii) this change in quantity multiplied by the rate or price specified in the Bill of Quantities or other Schedule for this item exceeds 0.01% of the Accepted Contract Amount,
 - (iii) this change in quantity directly changes the Cost per unit quantity of this item by more than 1%, and
 - (iv) this item is not specified in the Bill of Quantities or other Schedule as a “fixed rate item”, “fixed charge” or similar term referring to a rate or price which is not subject to adjustment for any change in quantity; and/or

在下列情况下，新的费率或价格应适用于工程项目：

- (a) 工程量清单或其他附表中未指明该项目，也未规定该项目的费率或价格，并且因为该工程项目与合同中的任何项目不具有类似的性质，或在类似的条件下执行，工程量清单或其他附表中没有规定的费率或价格是合适的；
- (b)
 - (i) 该项目的计量数量与工程量清单或其他附表中该项目的数量相比，变化幅度超过 10%，
 - (ii) 这一数量变动乘以工程量清单或本项目其他附表中规定的费率或价格，超过已接受的合同金额的 0.01%，
 - (iii) 这种数量的变化直接改变了这个项目的单位数量的成本超过 1%，并且，



(iv) 本项在工程量清单或其他附表中并没有指明为“定额收费项目”、“定额收费”或指因数量变动而须作出调整的费率或价格的相关术语；及/或

(c) the work is instructed under Clause 13 [Variations and Adjustments] and sub-paragraph (a) or (b) above applies.

(c) 根据第 13 款[变更和调整]和上条(a)或(b)款指示工作。

Each new rate or price shall be derived from any relevant rates or prices specified in the Bill of Quantities or other Schedule, with reasonable adjustments to take account of the matters described in sub-paragraph (a), (b) and/or (c), as applicable. If no specified rates or prices are relevant for the derivation of a new rate or price, it shall be derived from the reasonable Cost of executing the work, together with the applicable percentage for profit stated in the Contract Data (if not stated, five percent (5%)), taking account of any other relevant matters.

每一新费率或价格均应出自于工程量清单或其他附表所指明的任何有关费率或价格计算，作出合理调整，并考虑本条款(a)、(b)及/或(c)所述事项(视情况适用)。如果没有具体规定的费率或价格作为新费率或新价格的相关参照，则应根据实施工作的合理成本以及合同资料中所述利润的适用百分比(如果无说明，则为 5%)，同时考虑到任何其他相关事项。

If, for any item of work, the Engineer and the Contractor are unable to agree the appropriate rate or price, then the Contractor shall give a Notice to the Engineer setting out the reasons why the Contractor disagrees. After receiving a Contractor's Notice under this Sub-Clause, unless at that time such rate or price is already subject to the last paragraph of Sub-Clause 13.3.1 [Variation by Instruction], the Engineer shall:

如果对于任何工程项目，工程师和承包人无法商定适当的费率或价格，则承包人应向工程师发出通知，说明承包人不同意的原因。在收到承包人根据本款发出的通知后，除非在当时该费率或价格已受第 13.3.1[指示变更]的规制，工程师应：

- proceed under Sub-Clause 3.7 [Agreement or Determination] to agree or determine the appropriate rate or price; and

根据第 3.7 款[协议或决定]同意或确定适当的费率或价格；以及

- for the purpose of Sub-Clause 3.7.3 [Time limits], the date on which the Engineer receives the Contractor's Notice shall be the date of commencement of the time limit for agreement under Sub-Clause 3.7.3.

就第 3.7.3 款[时限]的目的而言，工程师收到承包人通知的日期应为第 3.7.3 款规定的协议时限的开始日期。

Until such time as an appropriate rate or price is agreed or determined, the Engineer shall assess a provisional rate or price for the purposes of Interim Payment Certificates.

在商定或确定适当的费率或价格之前，工程师应为中期付款证书评估临时费率或价格。

12.4 Omissions 省略

Whenever the omission of any work forms part (or all) of a Variation;

(a) the value of which has not otherwise been agreed;



- (b) the Contractor will incur (or has incurred) cost which, if the work had not been omitted, would have been deemed to be covered by a sum forming part of the Accepted Contract Amount;
 - (c) the omission of the work will result (or has resulted) in this sum not forming part of the Contract Price; and
 - (d) this cost is not deemed to be included in the valuation of any substituted work;
- then the Contractor shall, in the Contractor's proposal under sub-paragraph (c) of Sub-Clause 13.3.1 [Variation by Instruction], give details to the Engineer accordingly, with detailed supporting particulars.

凡任何工作的省略构成变更的一部分(或全部);

- (a) 其价值尚未另行商定;
 - (b) 承包人将发生(或已经发生)一笔费用, 如果工作没有被省略, 该费用将被视为已被接受的合同金额的一部分;
 - (c) 该工作的省略将导致(或已经导致)这金额不构成部分合同价格的一部分; 并且
 - (d) 这笔费用不视为包含在任何替代工作的估价之中;
- 则承包商应根据第 13.3.1 款[指示变更](c)项的规定, 向工程师相应地提供详细资料, 并提供详细的佐证。

13 Variations and Adjustments 变更和调整

13.1 Right to Vary 变更权利

Variations may be initiated by the Engineer under Sub-Clause 13.3 [Variation Procedure] at any time before the issue of the Taking-Over Certificate for the Works.

颁发本工程接收证书之前任何时候, 雇主都可按照第 13.3 款【变更程序】发起变更。。

Other than as stated under Sub-Clause 11.4 [Failure to Remedy Defects], a Variation shall not comprise the omission of any work which is to be carried out by the Employer or by others unless otherwise agreed by the Parties.

The Contractor shall be bound by each Variation instructed under Sub-Clause 13.3.1 [Variation by Instruction], and shall execute the Variation with due expedition and without delay, unless the Contractor promptly gives a Notice to the Engineer stating (with detailed supporting particulars) that:

除第 11.4 款[未补救缺陷]规定外, 除非双方另有约定, 否则变更不包括雇主或他人进行的任何工程的删减。

承包人应受根据第 13.3.1 款[指示变更]进行的每一项变更的约束, 并应及时实施变更, 毫不迟延地执行变更, 除非承包人立即向工程师发出通知, 说明(附有详细的佐证):

- (a) the varied work was Unforeseeable having regard to the scope and nature of the Works described in the Specification;
 - (b) the Contractor cannot readily obtain the Goods required for the Variation; or
 - (c) it will adversely affect the Contractor's ability to comply with Sub-Clause 4.8 [Health and Safety Obligations] and/or Sub-Clause 4.18 [Protection of the Environment].
- (a) 考虑到规范所述工程的范围和性质, 变更的工作是不可预见的;
 - (b) 承包人不能轻易获得变更所需的货物; 或
 - (c) 其将对承包人遵守第 4.8 款[健康和安义务]和/或第 4.18 款[环境保护]的能力产生不利影响。



Promptly after receiving this Notice, the Engineer shall respond by giving a Notice to the Contractor cancelling, confirming or varying the instruction. Any instruction so confirmed or varied shall be taken as an instruction under Sub-Clause 13.3.1 [Variation by instruction].

在收到该通知后，工程师应立即向承包人发出通知，取消、确认或更改指示。任何经如此确认或更改的指示视为根据第 13.3.1 款[指示变更]作出的更改的指示。

Each Variation may include: 每项变更可包括:

- (i) changes to the quantities of any item of work included in the Contract (however, such changes do not necessarily constitute a Variation);
 - (ii) changes to the quality and other characteristics of any item of work;
 - (iii) changes to the levels, positions and/or dimensions of any part of the Works;
 - (iv) the omission of any work, unless it is to be carried out by others without the agreement of the Parties;
 - (v) any additional work, Plant, Materials or services necessary for the Permanent Works, including any associated Tests on Completion, boreholes and other testing and exploratory work; or
 - (vi) changes to the sequence or timing of the execution of the Works. The Contractor shall not make any alteration to and/or modification of the Permanent Works, unless and until the Engineer instructs a Variation under Sub-Clause 13.3.1 [Variation by Instruction].
- (i) 对合同中任何工作的工程量的改变（此类改变并不一定必然构成变更）；
- (ii) 任何工作质量或其他特性上的变更；
- (iii) 工程任何部分标高、位置和(或)尺寸上的改变；
- (iv) 任何工作的删减，除非是由他人在未经当事人同意的情况下进行；
- (v) 永久工程所必需的任何附加工作、永久设备、材料或服务，包括任何联合完工检验、钻孔和其他检验以及勘察工作，或对工程的实施顺序或时间的变更。除非工程师根据第 13.3.1 款[指示变更]作出变更指示，否则承包人不得对永久工程作出任何变更及/或修改。

13.2 Value Engineering 价值工程

The Contractor may, at any time, submit to the Engineer a written proposal which (in the Contractor's opinion) will, if adopted:

- (a) accelerate completion;
- (b) reduce the cost to the Employer of executing, maintaining or operating the Works;
- (c) improve the efficiency or value to the Employer of the completed Works; or
- (d) otherwise be of benefit to the Employer.

The proposal shall be prepared at the cost of the Contractor and shall include the details as stated in sub-paragraphs (a) to (c) of Sub-Clause 13.3.1 [Variation by Instruction].

The Engineer shall, as soon as practicable after receiving such a proposal, respond by giving a Notice to the Contractor stating his/her consent or otherwise. The Engineer's consent or otherwise shall be at the sole discretion of the Employer. The Contractor shall not delay any work while awaiting a response.

承包人可以随时向工程师提交一份书面建议，如果该建议被采用，它（在承包人看来）将：

- (a) 加速完工；

- (b) 降低雇主实施、维护或运行工程的费用；
- (c) 对雇主而言能提高竣工工程的效率或价值；
- (d) 为雇主带来其他利益。

工程师在收到此类建议书后，应在切实可行范围内尽快作出答复，向承包人发出通知，说明其同意与否。工程师是否同意应由雇主自行决定。承包人在等待答复时不得延误任何工作。

If the Engineer gives his/her consent to the proposal, with or without comments, the Engineer shall then instruct a Variation. Thereafter, the Contractor shall submit any further particulars that the Engineer may reasonably require, and the last paragraph of Sub-Clause 13.3.1 [Variation by Instruction] shall apply which shall include consideration by the Engineer of the sharing (if any) of the benefit, costs and/or delay between the Parties stated in the Particular Conditions.

如果工程师对建议表示同意，不论是否有意见，工程师都应指示变更。此后，承包人应提交工程师可能合理要求的任何进一步详细情况，第 13.3.1 款[指示变更]的最后一款适用，其中应包括工程师对双方在专用条款中规定的利益、成本和/或延误的分担（如有）的考虑。

If a proposal under this Sub-Clause, to which the Engineer gives his/her consent, includes a change in the design of part of the Permanent Works, then unless otherwise agreed by both Parties:

- (i) the Contractor shall design this part at his/her cost; and
- (ii) sub-paragraphs (a) to (h) of Sub-Clause 4.1 [Contractor's General Obligations] shall apply.

如果工程师同意的本款项下的建议包括对部分永久工程设计的更改，则除非双方另行同意：

- (i) 承包商应自费设计该部分；和
- (ii) 第 4.1 款[承包商的一般义务]的(a)至(h)项应适用。

13.3 Variation Procedure 变更程序

Subject to Sub-Clause 13.1 [Right to Vary], Variations shall be initiated by the Engineer in accordance with either of the following procedures:

13.3.1 Variation by Instruction

The Engineer may instruct a Variation by giving a Notice (describing the required change and stating any requirements for the recording of Costs) to the Contractor in accordance with Sub-Clause 3.5 [Engineer's Instructions].

The Contractor shall proceed with execution of the Variation and shall within 28 days (or other period proposed by the Contractor and agreed by the Engineer) of receiving the Engineer's instruction, submit to the Engineer detailed particulars including:

根据第 13.1 款[变更权]的规定，工程师应按照下列任何一项程序提出变更：

13.3.1 指示变更

工程师可根据第 3.5 款[工程师指示]的规定，通过向承包人发出通知（描述所需的变更，并说明对成本记录的任何要求）来指示变更。

承包人应着手实施变更，并应在收到工程师指示之日起 28 天内(或承包人提议并经工程师同意的其他期限)向工程师提交详细资料，包括：

- (a) a description of the varied work performed or to be performed, including details of the resources and methods adopted or to be adopted by the Contractor;
- (b) a programme for its execution and the Contractor's proposal for any necessary modifications (if any) to the Programme according to Sub-Clause 8.3 [Programme] and to the Time for

Completion; and

(c) the Contractor's proposal for adjustment to the Contract Price by valuing the Variation in accordance with Clause 12 [Measurement and Valuation], with supporting particulars (which shall include identification of any estimated quantities and, if the Contractor incurs or will incur Cost as a result of any necessary modification to the Time for Completion, shall show the additional payment (if any) to which the Contractor considers that the Contractor is entitled). If the Parties have agreed to the omission of any work which is to be carried out by others, the Contractor's proposal may also include the amount of any loss of profit and other losses and damages suffered (or to be suffered) by the Contractor as a result of the omission.

(a) 对所实施或将要实施的各种工作的说明, 包括承包人所采用或将要采用的资源和方法的详细说明;

(b) 其实施方案, 以及承包人根据第 8.3 款[方案]对该方案做的任何必要的修改(如有)和完成时间的建议; 以及

(c) 承包人根据第 12 款[测量和估价]对变更进行估价, 提出调整合同价格的建议, 并附有佐证详细资料(其中应包括确定任何估计数量, 如果承包人因对完工时间的任何必要修改而引起或将产生费用, 则应表明承包人认为承包人有权获得的额外付款(如有)。如果当事各方同意删减将由其他人进行的任何工作, 承包人的建议也可包括因该项删减而造成的任何利润损失和其他损失和损害(或将要遭受的损失)。

Thereafter, the Contractor shall submit any further particulars that the Engineer may reasonably require.

The Engineer shall then proceed under Sub-Clause 3.7 [Agreement or Determination] to agree or determine:

此后, 承包人应提交工程师合理要求的任何进一步详细资料。

随后, 工程师应根据第 3.7 款[商定或决定]的规定, 同意或确定:

(i) EOT, if any; and/or

(ii) the adjustment to the Contract Price (including valuation of the Variation in accordance with Clause 12 [Measurement and Valuation] using measured quantities of the varied work)

(and, for the purpose of Sub-Clause 3.7.3 [Time limits], the date the Engineer receives the Contractor's submission (including any requested further particulars) shall be the date of commencement of the time limit for agreement under Sub-Clause 3.7.3). The Contractor shall be entitled to such EOT and/or adjustment to the Contract Price, without any requirement to comply with Sub-Clause 20.2 [Claims For Payment and/or EOT].

(i) 工期索要, 如有; 和/或

(ii) 合同价格的调整 (包括根据第 12 款[计量和估价]对变更的估价) (使用不同工程的测量数量)

就第 3.7.3 款[时限]而言, 工程师收到承包人提交的文件 (包括所要求的任何进一步详细资料) 的日期应为第 3.7.3 条规定的协议时限的开始日期)。承包人有权获得该工期索要和/或合同价格的调整, 而不必按照第 20.2 款[付款和/或工期索要]。

13.3.2 Variation by Request for Proposal

The Engineer may request a proposal, before instructing a Variation, by giving a Notice (describing the proposed change) to the Contractor.

The Contractor shall respond to this Notice as soon as practicable, by either:

- (a) submitting a proposal, which shall include the matters as described in sub-paragraphs (a) to (c) of Sub-Clause 13.3.1 [Variation by Instruction]; or
- (b) giving reasons why the Contractor cannot comply (if this is the case), by reference to the matters described in sub-paragraphs (a) to (c) of Sub-Clause 13.1 [Right to Vary].

13.3.2 以建议变更

工程师在指示变更前，可向承包人发出通知以征求建议(描述提议的变更)。

承包人应在切实可行范围内尽快对该通知作出回复，其中之一是：

- (a) 提交建议，该建议应包括第 13.3.1 款[指示变更] (a) 至 (c) 中所述的事项；或
- (b) 就第 13.1 款[变更权] (a)至(c)所描述的事项，说明承建商不能遵从的理由(如属这种情况)。

If the Contractor submits a proposal, the Engineer shall, as soon as practicable after receiving it, respond by giving a Notice to the Contractor stating his/her consent or otherwise. The Contractor shall not delay any work whilst awaiting a response.

If the Engineer gives consent to the proposal, with or without comments, the Engineer shall then instruct the Variation. Thereafter, the Contractor shall submit any further particulars that the Engineer may reasonably require and the last paragraph of Sub-Clause 13.3.1 [Variation by Instruction] shall apply.

If the Engineer does not give consent to the proposal, with or without comments, and if the Contractor has incurred Cost as a result of submitting it, the Contractor shall be entitled subject to Sub-Clause 20.2 [Claims For Payment and/or EOT] to payment of such Cost.

如果承包人提交了建议，工程师应在收到建议后尽快作出答复，通知承包人他/她是否同意。承包人在等待答复时不得延误任何工作。

如果工程师同意，不论是否有意见，工程师应指示变更。此后，承包人应提交工程师合理要求的任何进一步详细资料和第 13.3.1 款[指示变更]应适用。

如果工程师不同意该建议，不论是否有意见，如果承包人因提交建议而产生费用，承包人应有权依据第 20.2 款[付款和/或工期索要]获得此类费用的支付。

13.4 Provisional Sums 暂定金额

Each Provisional Sum shall only be used, in whole or in part, in accordance with the Engineer'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 Engineer shall have instructed.

For each Provisional Sum, the Engineer may instruct:

每一笔暂定金额仅按照工程师的指示全部或部分地使用，并相应地调整合同价格。支付给承包人的此类总金额仅应包括工程师指示的且与暂定金额有关的工作、供货或服务的款项。

对于每一笔暂定金额，工程师可指示：

- (a) work to be executed (including Plant, Materials or services to be supplied) by the Contractor, and for which adjustments to the Contract Price shall be agreed or determined under Sub-Clause 13.3.1 [Variation by Instruction]; and/or

由承包人实施的工程（包括将要供应的设备、材料或服务），且对合同价格的调整应根据第 13.3.1 款[指示变更]进行约定或确定；和/或

(b) Plant, Materials, works or services to be purchased by the Contractor from a nominated Subcontractor (as defined in Sub-Clause 5.2 [Nominated Subcontractors]) or otherwise; and for which there shall be included in the Contract Price:

承包人从指定分包商购买的装备、材料、工程或服务（如第 5.2 款[指定分包商]所定义）或其他规定；合同价格应包括：

- (i) the actual amounts paid (or due to be paid) by the Contractor; and
- (ii) 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 applicable Schedule. If there is no such rate, the percentage rate stated in the Contract Data shall be applied.

(i) 承包人已支付(或应支付)的实际金额；以及

(ii) 间接费用和利润之和，以适用计划中规定的相关百分比费率（如有）计算为这些实际金额的百分比。如果没有这样的比率，则应采用合同数据中规定的百分比率。

If the Engineer instructs the Contractor under sub-paragraph (a) and/or (b) above, this instruction may include a requirement for the Contractor to submit quotations from the Contractor's suppliers and/or subcontractors for all (or some) of the items of the work to be executed or Plant, Materials, works or services to be purchased. Thereafter, the Engineer may respond by giving a Notice either instructing the Contractor to accept one of these quotations (but such an instruction shall not be taken as an instruction under Sub-Clause 5.2 [Nominated Subcontractors]) or revoking the instruction. If the Engineer does not so respond within 7 days of receiving the quotations, the Contractor shall be entitled to accept any of these quotations at the Contractor's discretion.

Each Statement that includes a Provisional Sum shall also include all applicable invoices, vouchers and accounts or receipts in substantiation of the Provisional Sum.

如果工程师依据本条（a）和/或（b）指示承包人，则该指示可包括要求承包人向其提交供应商和/或分包商提交拟采购的工程或装备、材料、工程或服务的所有（或部分）项目的报价。此后，工程师可发出通知，指示承包人接受这些报价之一（但此类指示不得作为第 5.2 款[指定分包商]的指示）或撤销该指示。如果工程师在收到报价后 7 天内没有回复，承包人有权根据自行决定接受这些报价中的任何报价。

每一份包含暂定金额的报表还应包括证明暂定金额的所有适用发票、凭单和账目或收据。。

13.5 Daywork 计日工

If a Daywork Schedule is not included in the Contract, this Sub-Clause shall not apply.

For work of a minor or incidental nature, the Engineer may instruct that a Variation shall be executed on a daywork basis. The work shall then be valued in accordance with the Daywork Schedule, and the following procedure shall apply.

如果计日工计划不包括在合同中，本款不适用

对于数量少或偶然进行的零散工作，工程师可以指示规定在计日工的基础上实施任何变更。

对于此类工作应按合同中包括的计日工报表中的规定进行估价，并采用下述程序。

Before ordering Goods for such work (other than any Goods priced in the Daywork Schedule), the Contractor shall submit one or more quotations from the Contractor's suppliers and/or subcontractors to the Engineer. Thereafter, the Engineer may instruct the Contractor to accept one of these quotations (but such an instruction shall not be taken as an instruction under Sub-Clause



5.2 [Nominated Subcontractors]). If the Engineer does not so instruct the Contractor within 7 days of receiving the quotations, the Contractor shall be entitled to accept any of these quotations at the Contractor's discretion.

在为这类工程订购货物(计日工计划中的任何货物除外)之前, 承包人应向工程师提交承包人供应商和/或分包商的一份或多份报价。此后, 工程师可指示承包人接受其中一项报价(但这种指示不得视为根据第 5.2 款[指定分包商]发出的指示)。如果工程师在收到报价后 7 天内没有指示承包人, 承包人应有权接受这些报价中的任何一个, 由承包人自行决定。

Except for any items for which the Daywork Schedule specifies that payment is not due, the Contractor shall deliver each day to the Engineer accurate statements in duplicate (and one electronic copy), which shall include records (as described under Sub-Clause 6.10 [Contractor's Records]) of the resources used in executing the previous day's work.

除日工计划规定付款未到期的任何项目外, 承包人应每天向工程师交付一式两份(和一份电子副本)的确切报表, 其中应包括头一天日工用的资源记录(如第 6.10 款[承包人记录]中所述)。

One copy of each statement shall, if correct and agreed, be signed by the Engineer and promptly returned to the Contractor. If not correct or agreed, the Engineer shall proceed under Sub-Clause 3.7 [Agreement or Determination] to agree or determine the resources (and for the purpose of Sub-Clause 3.7.3 [Time limits], the date the works which are the subject of the Variation under this Sub-Clause are completed by the Contractor shall be the date of commencement of the time limit for agreement under Sub-Clause 3.7.3).

每份报表的一份副本, 如果正确并经同意, 应由工程师签字, 并迅速退还承包人。如果不正确或同意, 工程师应根据第 3.7 款[商定或决定]同意或确定资源(就第 3.7.3 款[时限]而言, 承包人完成根据本条更改的工程日期应为根据第 3.7.3 条达成协议的时限开始日期)。

In the next Statement, the Contractor shall then submit priced statements of the agreed or determined resources to the Engineer, together with all applicable invoices, vouchers and accounts or receipts in substantiation of any Goods used in the daywork (other than Goods priced in the Daywork Schedule).

Unless otherwise stated in the Daywork Schedule, the rates and prices in the Daywork Schedule shall be deemed to include taxes, overheads and profit.

在下一份报表中, 承包人应将商定或确定的资源的价格表连同所有适用的发票、凭单和账户或收据一起提交给工程师, 以证实在日工中使用的任何货物(在日工计划中定价的货物除外)。

除日工计划表另有规定外, 日工表中的费率和价格应视为包括税收、间接费用和利润。

13.6 Adjustments for Changes in Laws 法规变化引起的调整

Subject to the following provisions of this Sub-Clause, the Contract Price shall be adjusted to take account of any increase or decrease in Cost resulting from a change in:

- (a) the Laws of the Country (including the introduction of new Laws and the repeal or modification of existing Laws);
- (b) the judicial or official governmental interpretation or implementation of the Laws referred to in sub-paragraph (a) above;

(c) any permit, permission, license or approval obtained by the Employer or the Contractor under sub-paragraph (a) or (b), respectively, of Sub-Clause 1.13 [Compliance with Laws]; or
(d) the requirements for any permit, permission, licence and/or approval to be obtained by the Contractor under sub-paragraph (b) of Sub-Clause 1.13 [Compliance with Laws], made and/or officially published after the Base Date, which affect the Contractor in the performance of obligations under the Contract. In this Sub-Clause “change in Laws” means any of the changes under sub-paragraphs (a), (b), (c) and/or (d) above.

在不违反本款下列规定的情况下, 合同价格应考虑到因下列情况而引起的费用增加或减少作出调整:

- (a) 国家法律 (包括引入新法律和废止除或修订现有法律);
- (b) 对上条(a)所述法律的司法或官方解释或施行;
- (c) 雇主或承包人根据第 1.13 款[符合法律规定] (a)或(b)款分别取得的任何许可证、许可证或批准; 或
- (d) 承包人根据[符合法律规定] (b)款所须取得的任何许可证、许可、牌照及/或批准的规定, 在基准日期后作出和/或正式公布, 这影响到承包人履行合同规定的义务。在本款中, “法律变更” 是指根据上条(a), (b), (c) 和/或(d)所作的任何改动。

If the Contractor suffers delay and/or incurs an increase in Cost as a result of any change in Laws, the Contractor shall be entitled subject to Sub-Clause 20.2 [Claims For Payment and/or EOT] to EOT and/or payment of such Cost.

If there is a decrease in Cost as a result of any change in Laws, the Employer shall be entitled subject to Sub-Clause 20.2 [Claims For Payment and/or EOT] to a reduction in the Contract Price. 如果承包人因法律变更而延迟和/或导致成本增加, 则承包人应有权依据第 20.2 款[付款和/或工期索要]得到工期索要和/或此类成本的支付。

如果由于法律的任何变化而导致成本下降, 雇主有权根据第 20.2 款[付款和/或工期索要]降低合同价格。

If any adjustment to the execution of the Works becomes necessary as a result of any change in Laws:

- (i) the Contractor shall promptly give a Notice to the Engineer, or
- (ii) the Engineer shall promptly give a Notice to the Contractor (with detailed supporting particulars).

Thereafter, the Engineer shall either instruct a Variation under Sub-Clause 13.3.1 [Variation by Instruction] or request a proposal under Sub-Clause 13.3.2 [Variation by Request for Proposal].

如果由于法律的任何变化, 有必要对工程的执行作出任何调整:

- (i) 承包人应立即向工程师发出通知, 或
- (ii) 工程师应及时向承包人发出通知(附详细的支持材料)。

随后, 工程师应根据第 13.3.1 款[指示变更]或根据第 13.3.2 款[要求建议变更]做出指示变更。

13.7 Adjustments for Changes in Cost 费用变化引起的调整

If Schedule(s) of cost indexation are not included in the Contract, this Sub-Clause shall not apply. The amounts payable to the Contractor shall be adjusted for rises or falls in the cost of labour, Goods and other inputs to the Works, by the addition or deduction of the amounts calculated in accordance with the Schedule(s) of cost indexation.



如果成本指数化附表没有包括在本合同，则本款不适用。

应付承包人的款项应按工程的劳动、货物和其他投入成本的涨落进行调整，办法是按成本指数化附表计算的数额增加或扣减。

To the extent that full compensation for any rise or fall in Costs is not covered by this Sub-Clause or other Clauses of these Conditions, the Accepted Contract Amount shall be deemed to have included amounts to cover the contingency of other rises and falls in costs.

The adjustment to be applied to the amount otherwise payable to the Contractor, as certified in Payment Certificates, shall be calculated for each of the currencies in which the Contract Price is payable. No adjustment shall be applied to work valued on the basis of Cost or current prices.

就本款或本条件其他条文未完全抵补费用任何涨落来说，应认为合同协议书载明的合同价已经列入了足以支付费用中其他涨落的不可预见费。

支付证书应计算根据合同价格应支付的货币。基于成本或当前价格，不得对工程价值进行调整。

Until such time as each current cost index is available, the Engineer shall use a provisional index for the issue of Interim Payment Certificates. When a current cost index is available, the adjustment shall be recalculated accordingly.

If the Contractor fails to complete the Works within the Time for Completion, adjustment of prices thereafter shall be made using either:

- (a) each index or price applicable on the date 49 days before the expiry of the Time for Completion of the Works; or
- (b) the current index or price whichever is more favourable to the Employer.

在获得所有现行费用指数之前，工程师应使用临时指数签发中期支付证书。当得到现行费用指数之后，相应地重新计算并作出调整。

如果承包人未能在竣工时间内完成工程，此后应使用以下两种方式对价格作出调整：

- (a) 工程竣工时间期满前第 49 天当天适用的各项指数或价格，或
- (b) 现行指数或价格：取其中对雇主有利者。

14 Contract Price and Payment 合同价格和支付

14.1 The Contract Price 合同价

Unless otherwise stated in the Particular Conditions:

- (a) the Contract Price shall be the value of the Works in accordance with Sub-Clause 12.3 [Valuation of the Works] and be subject to adjustments, additions (including Cost or Cost Plus Profit to which the Contractor is entitled under these Conditions) and/or deductions in accordance with the Contract;
- (b) the Contractor shall pay all taxes, duties and fees required to be paid by the Contractor under the Contract, and the Contract Price shall not be adjusted for any of these costs except as stated in Sub-Clause 13.6 [Adjustments for Changes in Laws];
- (c) any quantities which may be set out in the Bill of Quantities or other Schedule(s) are estimated quantities and are not to be taken as the actual and correct quantities:
 - (i) of the Works which the Contractor is required to execute, or
 - (ii) for the purposes of Clause 12 [Measurement and Valuation]; and
- (d) the Contractor shall submit to the Engineer, within 28 days after the Commencement Date, a

proposed breakdown of each lump sum price (if any) in the Schedules. The Engineer may take account of the breakdown when preparing Payment Certificates, but shall not be bound by it.

除非专用条件中另有规定，否则：

- (a) 合同价格应是根据第 12.3 款[工程价值]规定的工程的价值，并须根据合同进行调整、增加(包括承包人在这些条件下有权获得的成本或成本加利润)和/或扣减；
- (b) 承包人应支付根据合同要求承包人支付的所有税金、关税和杂费，除了第 13.6 款[因法律改变的调整]规定以外，合同价不因为这些费用（指税关税和杂费）而调整；
- (c) 工程量清单或其他附表中列出的任何数量均为估算工程量，且不作为实际和确切数量：
 - (i) 要求承包人施工的工程，或
 - (ii) 为第 12 款[测量和估价]的目的；及
- (d) 在开工日期开始后 28 天之内，承包人应该向工程师提交对资料表中每一项总价款项的价格分解建议表。在编写支付证书时，工程师可以将该价格分解表考虑在内，但不应受其制约。

14.2 Advance Payment 预付款

If no amount of advance payment is stated in the Contract Data, this Sub-Clause shall not apply.

After receiving the Advance Payment Certificate, the Employer shall make an advance payment, as an interest-free loan for mobilisation (and design, if any). The amount of the advance payment and the currencies in which it is to be paid shall be as stated in the Contract Data.

如果合同资料中没有列明预付款的数额，则本款不适用。

当收到了银行预付款证书时，雇主应向承包人支付一笔预付款，作为对承包人动员工作的无息贷款。预付款金额和支付的货币应按合同资料中所述。

14.2.1 Advance Payment Guarantee 预付款保函

The Contractor shall obtain (at the Contractor's cost) an Advance Payment Guarantee in amounts and currencies equal to the advance payment, and shall submit it to the Employer with a copy to the Engineer. This guarantee shall be issued by an entity and from within a country (or other jurisdiction) to which the Employer gives consent, and shall be based on the sample form included in the tender documents or on another form agreed by the Employer (but such consent and/or agreement shall not relieve the Contractor from any obligation under this Sub-Clause).

承包人应自费获得预付款保函，其金额和货币等同于预付款，应将其提交给业主，并抄送工程师。该担保函应由一个实体发出，并应在业主同意的国家（或其他管辖范围内）发出，并应以招标文件中包含的样本格式或业主同意的另一格式为依据（但此类同意和/或商定不得免除承包人根据本款规定的任何义务）。

The Contractor shall ensure that the Advance Payment 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 as stated in the Payment Certificates.

If the terms of the Advance Payment Guarantee specify its expiry date, and the advance payment has not been repaid by the date 28 days before the expiry date:

承包人应确保预付款保函有效且可执行，直至预付款已偿还，但其金额可按支付证书中规定的承包人偿还的金额逐步减少。

如果预付款保函的条款规定了其到期日，且预付款尚未在到期日前 28 天内偿还：



- (a) the Contractor shall extend the validity of this guarantee until the advance payment has been repaid;
- (b) the Contractor shall immediately submit evidence of this extension to the Employer, with a copy to the Engineer; and
- (c) if the Employer does not receive this evidence 7 days before the expiry date of this guarantee, the Employer shall be entitled to claim under the guarantee the amount of advance payment which has not been repaid.

When submitting the Advance Payment Guarantee, the Contractor shall include an application (in the form of a Statement) for the advance payment.

- (a) 承包人应延长该担保函的有效性，直至预付款已偿还；
- (b) 承包人应立即向雇主提交延长合同有效期的凭证，并向工程师提供副本；
- (c) 如果雇主在该担保函到期日前 7 天没有收到该证据，则雇主有权依据保函追索未偿还预付款金额。

提交预付款保函时，承包人应包括预付款的申请（以报表的形式）。

14.2.2 Advance Payment Certificate 预付款支付证书

The Engineer shall issue an Advance Payment Certificate for the advance payment within 14 days after:

- (a) the Employer has received both the Performance Security and the Advance Payment Guarantee, in the form and issued by an entity in accordance with Sub-Clause 4.2.1 [Contractor's Obligations] and Sub-Clause 14.2.1 [Advance Payment Guarantee] respectively; and
- (b) the Engineer has received a copy of the Contractor's application for the advance payment under Sub-Clause 14.2.1 [Advance Payment Guarantee].

工程师应在以下情况发生后 14 天内签发预付款证书：

- (a) 雇主收到了履约担保和预付款担保，其形式和签发的实体分别符合第 4.2.1 款[承包人的义务]和第 14.2.1 款[预付款担保]的规定；和。
- (b) 工程师已收到承包人根据第 14.2.1 款[预付款担保]提出的预付款申请副本。

14.2.3 Repayment of Advance Payment 预付款的偿还

The advance payment shall be repaid through percentage deductions in Payment Certificates. Unless other percentages are stated in the Contract Data:

预付款应在支付证书中按百分比扣减的方式偿还。除非合同文件中另有百分比规定，否则：

- (a) deductions shall commence in the IPC in which the total of all certified interim payments in the same currency as the advance payment (excluding the advance payment and deductions and release of retention moneys) exceeds ten percent (10%) of the portion of the Accepted Contract Amount payable in that currency less Provisional Sums; and

此种扣减应开始于支付证书中所有被证明了的期中付款的总额（不包括预付款及保留金的扣减与偿还）超过接受的合同款额（减去暂定金额）的 10%时；且

- (b) deductions shall be made at the amortisation rate of one quarter (25%) of the amount of each IPC (excluding the advance payment and deductions and release of retention moneys) in the currencies and proportions of the advance payment, until such time as the advance payment has been repaid.



按照预付款的货币的种类及其比例，分期从每份支付证书中的数额（不包括预付款及保留金的扣减与偿还）中扣除 25%，直至还清全部预付款。

If the advance payment has not been repaid before the issue of the Taking-Over Certificate for the Works, or before termination under Clause 15 [Termination by Employer], Clause 16 [Suspension and Termination by Contractor] or Clause 18 [Exceptional Events] (as the case may be), the whole of the balance then outstanding shall immediately become due and payable by the Contractor to the Employer.

如果在颁发工程的接收证书前或依据第 15 款[雇主提出终止]，第 16 款[承包人提出暂停和终止]，或第 18 款[异常事件]（视情况而定）终止合同前，尚未偿清预付款，承包人应将届时未付债务的全部余额立即支付给雇主。

14.3 Application for Interim Payment 申请期中支付

The Contractor shall submit a Statement to the Engineer after the end of the period of payment stated in the Contract Data (if not stated, after the end of each month). Each Statement shall:

- (a) be in a form acceptable to the Engineer;
- (b) be submitted in one paper-original, one electronic copy and additional paper copies (if any) as stated in the Contract Data; and
- (c) show in detail the amounts to which the Contractor considers that the Contractor is entitled, with supporting documents which shall include sufficient detail for the Engineer to investigate these amounts together with the relevant report on progress in accordance with Sub-Clause 4.20 [Progress Reports].

承包人应在合同资料中规定的付款期末后（如未规定，在每月结束后）向工程师提交一份报表。每份报表应：

- (a) 采用工程师可以接受的形式；
- (b) 提交一份书面原件、一份电子副本和合同资料中所述的其他纸质副本(如有)；以及
- (c) 详细显示承包人认为其有权获得的金额，并附上证明文件，其中应包括足够的详细资料，供工程师根据第 4.20 款[进度报告]调查这些金额和有关进度报告。

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:

报表应包括下列适用项目，如适用，按所列顺序以应支付合同价格的各种货币表示：

- (i) the estimated contract value of the Works executed, and the Contractor's Documents produced, up to the end of the period of payment (including Variations but excluding items described in sub-paragraphs (ii) to (x) below);
- (i) 截至当月末已实施的工程及承包人的文件的估算合同价值(包括变更，但不包括以下(ii)段至(x)段中所列项目)；
- (ii) any amounts to be added and/or deducted for changes in Laws under Sub-Clause 13.6 [Adjustments for Changes in Laws], and for changes in Cost under Sub-Clause 13.7 [Adjustments for Changes in Cost];
- (ii) 根据第 13.6 款[法规变化引起的调整]和第 13.8 款[费用变化引起的调整]，由于立法和费用变化应增加和减扣的任何款额；
- (iii) any amount to be deducted for retention, calculated by applying the percentage of retention

stated in the Contract Data to the total of the amounts under sub-paragraphs (i), (ii) and (vi) of this Sub-Clause, until the amount so retained by the Employer reaches the limit of Retention Money (if any) stated in the Contract Data;

- (iii) 作为保留金减扣的任何款额, 根据本款第(i), (ii) 和 (vi)项所述保留额的百分比计算, 直至雇主保留的金额达到合同资料中规定的保留金限额(如有)为止;
- (iv) any amounts to be added and/or deducted for the advance payment and repayments under Sub-Clause 14.2 [Advance Payment];
- (iv) 根据第 14.2 款[预付款]为预付款的支付和偿还应增加和减扣的任何款额;
- (v) any amounts to be added and/or deducted for Plant and Materials under Sub-Clause 14.5 [Plant and Materials intended for the Works];
- (v) 根据第 14.5 款[装备和材料], 为装备和材料应增加和减扣的款额;
- (vi) any other additions and/or deductions which have become due under the Contract or otherwise, including those under Sub-Clause 3.7 [Agreement or Determination];
- (vi) 根据合同或其他方式到期的任何其他增加和/或扣减, 包括根据第 3.7 款[商定或决定]作出的增加和/或扣减;
- (vii) any amounts to be added for Provisional Sums under Sub-Clause 13.4 [Provisional Sums];
- (vii) 根据第 13.4 款[暂定款]为临时款项而须增加的款额;
- (viii) any amount to be added for release of Retention Money under Sub-Clause 14.9 [Release of Retention Money];
- (viii) 根据第 14.9 款[留存金的释放]为释放留存金而增加的任何数额;
- (ix) any amount to be deducted for the Contractor's use of utilities provided by the Employer under Sub-Clause 4.19 [Temporary Utilities]; and
- (ix) 承包人使用雇主根据第 4.19 款[临时公用设施]提供的公用设施的任何数额; 以及
- (x) the deduction of amounts certified in all previous Payment Certificates.
- (x) 扣除以前所有付款证书中确认的金额。

14.4 Schedule of Payments 支付表

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

若合同包括支付表, 其中规定了合同价格的分期付款数额, 除非在此支付表中另有规定, 否则:

- (a) the instalments quoted in the Schedule of Payments shall be treated as the estimated contract values for the purposes of sub-paragraph (i) of Sub-Clause 14.3 [Application for Interim Payment];
- (a) 就第 14.3 款[中期付款的申请]第(i)款而言, 付款清单中所列的分期付款应视为合同的估计价值;
- (b) Sub-Clause 14.5 [Plant and Materials intended for the Works] shall not apply; and
- (b) 第 14.5 款[拟作工程用途的装备及物料]不适用; 及
- (c) if:
 - (i) these instalments are not defined by reference to the actual progress achieved in the execution of the Works; and
 - (ii) actual progress is found by the Engineer to differ from that on which the Schedule of Payments was based,



(c) 如果

(i) 这些期次并没有参照工程的实际进度来界定；及

(ii) 工程师发现实际进度与支付表所载情况不同，

then the Engineer may proceed under Sub-Clause 3.7 [Agreement or Determination] to agree or determine revised instalments (and for the purpose of Sub-Clause 3.7.3 [Time limits] the date when the difference under sub-paragraph (ii) above was found by the Engineer shall be the date of commencement of the time limit for agreement under Sub-Clause 3.7.3). Such revised instalments shall take account of the extent to which progress differs from that on which the Schedule of Payments was based.

那么，工程师可根据第 3.7 款[商定或决定]同意或决定修改的分期付款(就第 3.7.3 款[时限]而言，工程师发现上条(ii)项下的不同的日期应为第 3.7.3 条协议时限的开始日期)。这些经修订的分期付款应考虑到进度与付款时间表所依据的进度有多大程度的不同。

If the Contract does not include a Schedule of Payments, the Contractor shall submit non-binding estimates of the payments which the Contractor expects to become due during each period of 3 months. The first estimate shall be submitted within 42 days after the Commencement Date. Revised estimates shall be submitted at intervals of 3 months, until the issue of the Taking-Over Certificate for the Works.

如果合同不包括支付表，承包人应提交其预期在每 3 个月期间到期的不具有约束力的付款估算。第一次估算应在开始日期后 42 天内提交。应每隔 3 个月提交修订估算，直至工程接收证书颁发。

14.5 Plant and Materials intended for the Works 拟用于工程的装备和材料

If no Plant and/or Materials are listed in the Contract Data for payment when shipped and/or payment when delivered, this Sub-Clause shall not apply.

The Contractor shall include, under sub-paragraph (v) of Sub-Clause 14.3 [Application for Interim Payment]:

如果合同资料中没有列明发运时付款和/或交货时付款的装备和/或材料，则本款不适用。

根据第 14.3 款[临时付款申请] (v)，承包人应包括：

- an amount to be added for Plant and Materials which have been shipped or delivered (as the case may be) to the Site for incorporation in the Permanent Works; and

- an amount to be deducted when the contract value of such Plant and Materials is included as part of the Permanent Works under sub-paragraph (i) of Sub-Clause 14.3 [Application for Interim Payment].

就已发运或交付(视情况)到该工地以供纳入工程的设备及物料而增加的款额；及

在根据第 14.3 款[临时付款申请] (i)的工程中包括该等设备及物料的合同价值时，须扣除的款额。

The Engineer shall proceed under Sub-Clause 3.7 [Agreement or Determination] to agree or determine each amount to be added for Plant and Materials if the following conditions are fulfilled (and for the purpose of Sub-Clause 3.7.3 [Time limits] the date these conditions are fulfilled shall be the date of commencement of the time limit for agreement under Sub-Clause 3.7.3):



如符合下列条件, 工程师应根据第 3.7 款[商定或决定]同意或决定为装备和材料增加的每一笔数额(就第 3.7.3 款[时限]而言, 这些条件的满足日期应为第 3.7.3 条规定的协议时限的开始日期):

(a) the Contractor has:

- (i) kept satisfactory records (including the orders, receipts, Costs and use of Plant and Materials) which are available for inspection by the Engineer;
- (ii) submitted evidence demonstrating that the Plant and Materials comply with the Contract (which may include test certificates under Sub-Clause 7.4 [Testing by the Contractor] and/or compliance verification documentation under Sub-Clause 4.9.2 [Compliance Verification System]) to the Engineer; and
- (iii) submitted a statement of the Cost of acquiring and shipping or delivering (as the case may be) the Plant and Materials to the Site, supported by satisfactory evidence;

(a) 承包人已经:

- (i) 完整保存了各种记录(包括有关永久装备和材料的订单、收据、费用及使用), 且此类记录可供随时检查; 以及
- (ii) 向工程师提交证明材料, 证明其设备和材料符合合同(其中可能包括符合第 7.4 款[承包人进行的测试]和/或 4.9.2 款[合规核查制度]的合格验证文件); 以及
- (iii) 提交了获取和装运装备和材料或将其送达现场(视情况而定)的费用报表, 并附有令人满意的证据;

and either:

(b) the relevant Plant and Materials:

- (i) are those listed in the Contract Data for payment when shipped;
- (ii) have been shipped to the Country, en route to the Site, in accordance with the Contract; and
- (iii) are described in a clean shipped bill of lading or other evidence of shipment, which has been submitted to the Engineer together with:

或者:

(b) 相关的永久设备和材料:

- (i) 合同资料中所列的在装运时应支付款额的项目;
- (ii) 按照合同的要求已经运至工程所在国, 并正在运往现场的途中; 并且
- (iii) 在清洁装运提单或其他装运证据中加以说明, 该提单或证据已连同下列文件一并提交给工程师:

- evidence of payment of freight and insurance;
 - any other documents reasonably required by the Engineer; and
 - a written undertaking by the Contractor that the Contractor will deliver to the Employer (prior to submitting the next Statement) a bank guarantee in a form and issued by an entity to which the Employer gives consent (but such consent shall not relieve the Contractor from any obligation in the following provisions of this sub-paragraph), in amounts and currencies equal to the amount due under this Sub-Clause. This guarantee shall be in a similar form to the form described in Sub-Clause 14.2.1 [Advance Payment Guarantee] and shall be valid until the Plant and Materials are properly stored on Site and protected against loss, damage or deterioration;
- 支付运费和保险费的凭据;



工程师合理要求的任何其他文件；及

承包人的书面承诺：承包人将向雇主（在提交下一份报表之前）提交一份银行保函，银行保函格式并由雇主同意的实体签发（但此同意不得免除承包人在本款下的任何义务），金额和货币等于本款下到期的金额。本担保的格式应与第 14.2.1 款[预付款担保]中规定的格式相似，并应有效，直至设备和材料妥善保存在现场，并防止损失、损坏或变质；

or

(c) the relevant Plant and Materials:

- (i) are those listed in the Contract Data for payment when delivered to the Site, and
- (ii) have been delivered to and are properly stored on the Site, are protected against loss, damage or deterioration, and appear to be in accordance with the Contract.

或

相关的永久设备和材料：

- (i) 合同资料中所列的在运抵时应支付款额的项目；
- (ii) 已经运至现场，适当地存放在现场，得到防失、防损、防腐之保护，并完全符合合同的要求。

The amount so agreed or determined shall take account of the evidence and documents required under this Sub-Clause and of the contract value of the Plant and Materials. If sub-paragraph (b) above applies, the Engineer shall have no obligation to certify any payment under this Sub-Clause until the Employer has received the bank guarantee in accordance with sub-paragraph (b)(iii) above. The sum to be certified by the Engineer in an IPC shall be the equivalent of eighty percent (80%) of this agreed or determined amount. The currencies for this certified sum shall be the same as those in which payment will become due when the contract value is included under sub-paragraph (i) of Sub-Clause 14.3 [Application for Interim Payment]. At that time, the Payment Certificate shall include the applicable amount to be deducted which shall be equivalent to, and in the same currencies and proportions as, this additional amount for the relevant Plant and Materials.

商定或确定的金额应考虑到本款所要求的凭据和文件以及设备和材料的合同价值。如果上条(b)项适用，工程师在雇主按照上条(b)(iii) 项收到银行担保之前，没有义务确认根据本条支付的任何款项。在 IPC 期中支付证书中由工程师认证的金额应相当于这一商定或确定的金额的 80%。该确认的金额的货币应与合同价值列入第 14.3 条(i)[暂付款申请]时到期支付的货币相同。届时，付款证明书须包括须予扣除的适用款额，而该数额须相等于有关设备及物料的额外款额，并以与该额外数额相同的货币及比例计算。

14.6 Issue of IPC 期中支付证书的颁发

No amount will be certified or paid to the Contractor until:

- (a) the Employer has received the Performance Security in the form, and issued by an entity, in accordance with Sub-Clause 4.2.1 [Contractor's obligations]; and
- (b) the Contractor has appointed the Contractor's Representative in accordance with Sub-Clause 4.3 [Contractor's Representative].

承包人符合以下条件才能予以确认金额：

- (a) 雇主已收到由一个实体签发的符合第 4.2.1 款[承包人的义务]形式的履约担保；以及
- (b) 承包人已根据第 4.3 款[承包人代表]指定承包人代表。

14.6.1 The IPC

The Engineer shall, within 28 days after receiving a Statement and supporting documents, issue an IPC to the Employer, with a copy to the Contractor:

- (a) stating the amount which the Engineer fairly considers to be due; and
- (b) including any additions and/or deductions which have become due under Sub-Clause 3.7 [Agreement or Determination] or under the Contract or otherwise, with detailed supporting particulars (which shall identify any difference between a certified amount and the corresponding amount in the Statement and give the reasons for such difference).

14.6.1 期中支付证书

工程师应在收到报表和证明文件后 28 天内，向业主签发期中支付证书，并抄送承包人：

- (a) 说明工程师认为合理的应付款的金额；及
- (b) 包括根据第 3.7 款[商定或决定]或根据合同或其他方式到期应付的任何增加和/或扣减，附有详细的证明资料(在报表内指明核证的款额与相应的款额之间的任何差额，并说明差异的原因)。

14.6.2 Withholding (amounts in) an IPC 期中支付证书的扣留款项

Before the issue of the Taking-Over Certificate for the Works, the Engineer may withhold an IPC in an amount which would (after retention and other deductions) be less than the minimum amount of the IPC (if any) stated in the Contract Data. In this event, the Engineer shall promptly give a Notice to the Contractor accordingly.

An IPC shall not be withheld for any other reason, although:

在颁发工程接收证书之前，工程师可在（保留和其他扣减之后）将期中支付证书保留在合同资料中规定的期中支付（如有）的最低金额以下。在此情况下，工程师应及时向承包人发出通知。

期中支付证书不应因任何其他原因而被扣留，尽管：

- (a) if any thing supplied or work done by the Contractor is not in accordance with the Contract, the estimated cost of rectification or replacement may be withheld until rectification or replacement has been completed;
- (b) if the Contractor was or is failing to perform any work, service or obligation in accordance with the Contract, the value of this work or obligation may be withheld until the work or obligation has been performed. In this event, the Engineer shall promptly give a Notice to the Contractor describing the failure and with detailed supporting particulars of the value withheld; and/or
- (c) if the Engineer finds any significant error or discrepancy in the Statement or supporting documents, the amount of the IPC may take account of the extent to which this error or discrepancy has prevented or prejudiced proper investigation of the amounts in the Statement until such error or discrepancy is corrected in a subsequent Statement.

For each amount so withheld, in the supporting particulars for the IPC the Engineer shall detail his/her calculation of the amount and state the reasons for it being withheld.

- (a) 如果承包人提供的任何物资或所做的工作不符合合同规定，则在整改或更换完成之前，可以暂不支付估计的整改或更换费用；
- (b) 如果承包人过去或现在没有按照合同履行任何工作、服务或义务，则在完成工作或义务

之前，可暂行留置这项工作或义务的价值。在此情况下，工程师应立即向承包人发出通知，说明不符合情况，并提供留置价值的详细资料；和/或

(c) 如果工程师在报表或证明文件中发现任何重大错误或差异，则支付证书的金额可考虑到此错误或差异在多大程度上妨碍或损害了对报表中金额的适当核查，直到该错误或差异在随后的报表中得到纠正。

对于每一笔如此扣留的金额，在支付证书的支持具体材料中，工程师应详细说明其对金额的计算，并说明扣留的原因。

14.6.3 Correction or modification 修正或变更

The Engineer may in any Payment Certificate make any correction or modification that should properly be made to any previous Payment Certificate. A Payment Certificate shall not be deemed to indicate the Engineer's acceptance, approval, consent or Notice of No-objection to any Contractor's Document or to (any part of) the Works.

工程师可在任何支付证书中对任何以前的证书给予恰当的改正或修正。支付证书不应被视为是工程师的接受、批准、同意或满意的意思表示或对任何承建商的文件或(任何部分)工程构成无异议通知。

If the Contractor considers that an IPC does not include any amounts to which the Contractor is entitled, these amounts shall be identified in the next Statement (the "identified amounts" in this paragraph). The Engineer shall then make any correction or modification that should properly be made in the next Payment Certificate. Thereafter, to the extent that:

如果承包人认为支付证书不包括承包人有权获得的任何金额，这些金额应在下一份报表中确定(本款中的“确定的金额”)。工程师应在下一次支付证书中作出适当的更正或修改。此后，只要：

(a) the Contractor is not satisfied that this next Payment Certificate includes the identified amounts; and

(b) the identified amounts do not concern a matter for which the Engineer is already carrying out his/her duties under Sub-Clause 3.7 [Agreement or Determination]

the Contractor may, by giving a Notice, refer this matter to the Engineer and Sub-Clause 3.7 [Agreement or Determination] shall apply (and, for the purpose of Sub-Clause 3.7.3 [Time limits], the date the Engineer receives this Notice shall be the date of commencement of the time limit for agreement under Sub-Clause 3.7.3).

(a) 承包人不满意下一份支付证书包括所确认的金额；以及

(b) 所确定的金额不涉及工程师已经根据第 3.7 款[商定或决定]履行其职责的事项。

承包人可发出通知，将此事提交工程师，但是第 3.7 款[商定或决定]应适用。(就第 3.7.3 条 [时限]而言，工程师收到本通知的日期应为第 3.7.3 款下协议时限的开始日期)。

14.7 Payment 支付

The Employer shall pay to the Contractor:

(a) the amount certified in each Advance Payment Certificate within the period stated in the Contract Data (if not stated, 21 days) after the Employer receives the Advance Payment Certificate;

(b) the amount certified in each IPC issued under:



- (i) Sub-Clause 14.6 [Issue of IPC], within the period stated in the Contract Data (if not stated, 56 days) after the Engineer receives the Statement and supporting documents; or
- (ii) Sub-Clause 14.13 [Issue of FPC], within the period stated in the Contract Data (if not stated, 28 days) after the Employer receives the IPC; and
- (c) the amount certified in the FPC within the period stated in the Contract Data (if not stated, 56 days) after the Employer receives the FPC.

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.

雇主应向承包人支付:

- (a) 在雇主收到预付款证书后, 在合同资料规定(如未规定, 21 天)内的每个预付款证书中规定的金额;
- (b) 在每一份支付证书中核证的金额按如下:
 - (i) 第 14.6 款[签发支付证书], 工程师收到报表和证明文件后在合同资料所规定期间内(如果没有规定, 则为 56 天); 或
 - (ii) 第 14.13 款[签发最终支付证书], 雇主收到支付证书后按合同资料规定(如未规定, 28 天)内的期限; 及
- (c) 在雇主收到最终支付证书后, 在合同资料规定的期限内(如果没有说明, 则为 56 天)支付最终支付证书中核证的金额。

以每种货币支付的款项应存入承包人指定的银行账户, 以在合同中规定的货币付款(本货币)。

14.8 Delayed Payment 延误的支付

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

This period shall be deemed to commence on the expiry of the time for payment specified in Sub-Clause 14.7 [Payment], irrespective (in the case of sub-paragraph (b) of Sub-Clause 14.7) of the date on which any IPC is issued.

Unless otherwise stated in the Contract Data, these financing charges shall be calculated at the annual rate of three percent (3%) above:

如果承包人没有收到根据第 14.7 款[支付]的规定收到付款, 承包人应有权就未付款额按月所计复利收取延误期的融资费。

延误期应被视为是从第 14.7 款[支付]规定的支付日期开始计算的, 而不考虑(在第 14.7 款当(b)段的情况发生时)期中支付证书颁发的日期。

除非合同资料中另有规定, 这些融资费用应按上述百分之三(3%)的年利率计算:

- (a) the average bank short-term lending rate to prime borrowers prevailing for the currency of payment at the place of payment, or
- (b) where no such rate exists at that place, the same rate in the country of the currency of payment, or
- (c) in the absence of such a rate at either place, the appropriate rate fixed by the law of the country of the currency of payment.

The Contractor shall by request be entitled to payment of these financing charges by the Employer, without:

(i) the need for the Contractor to submit a Statement or any formal Notice (including any requirement to comply with Sub-Clause 20.2 [Claims For Payment and/or EOT]) or certification; and

(ii) prejudice to any other right or remedy.

(a) 支付货币在付款地适用于主要借款人的平均银行短期贷款利率，或

(b) 如果在该地不存在这种利率，与支付货币所在国相同利率，或

(c) 如果在上述任何一个地方都没有这样的利率的情况下，适用支付货币国家的法律规定的适当的利率。

承包人应有权要求雇主支付这些融资费用，而无需：

(i) 承包人需要提交声明或任何正式通知（包括遵守第 20.2 款[付款和/或工期索要]的任何要求或证明；以及

(ii) 侵害任何其他权利或补救。

14.9 Release of Retention Money 保留金的支付

After the issue of the Taking-Over Certificate for:

(a) the Works, the Contractor shall include the first half of the Retention Money in a Statement; or

(b) for a Section, the Contractor shall include the relevant percentage of the first half of the Retention Money in a Statement.

在签发接收证书后：

(a) 对于整个工程，承包人应在报表中包括保留金的前半部分；或

(b) 对于某个区段，承包人应在报表中包括保留金前半部分的相关百分比。

After the latest of the expiry dates of the Defects Notification Periods, the Contractor shall include the second half of the Retention Money in a Statement promptly after such latest date. If a Taking-Over Certificate was (or was deemed to have been) issued for a Section, the Contractor shall include the relevant percentage of the second half of the Retention Money in a Statement promptly after the expiry date of the DNP for the Section.

在缺陷通知期限的最后期限届满后，承包人应在该最新日期后立即将保留金的后一半计入报表中。如果已为某一区段签发了(或被视为已签发)接收证书，则承包人应在缺陷通知期对该款的终止日期后立即在一份报表中列入保留金的后半部分的有关百分比。

In the next IPC after the Engineer receives any such Statement, the Engineer shall certify the release of the corresponding amount of Retention Money. However, when certifying any release of Retention Money under Sub-Clause 14.6 [Issue of IPC], if any work remains to be executed under Clause 11 [Defects after Taking Over], the Engineer shall be entitled to withhold certification of the estimated cost of this work until it has been executed.

在下次支付证书中，工程师收到任何这样的报表后，应确认相应的留存金额的发放。但是，当根据第 14.6 款[支付证书的签发]确认留存金的任何发放时，如果根据第 11 款[接收后的缺陷]仍有任何工作有待执行，工程师应有权在这项工作完成之前暂不对估计费用进行认证。

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



respect of such Section.

每个区段的相关百分比应为合同文件中规定的区段的百分比值。如果合同文件中没有规定区段的百分比值，则根据本款规定，不得就该区段发放任何一半的保留金。

14.10 Statement at Completion 竣工报表

Within 84 days after the Date of Completion of the Works, the Contractor shall submit to the Engineer a Statement at completion with supporting documents, in accordance with Sub-Clause 14.3 [Application for Interim Payment], showing:

- (a) the value of all work done in accordance with the Contract up to the Date of Completion of the Works
- (b) any further sums which the Contractor considers to be due at the Date of Completion of the Works; and
- (c) an estimate of any other amounts which the Contractor considers have or will become due after the Date of Completion of the Works under the Contract or otherwise. These estimated amounts shall be shown separately (to those of sub-paragraphs (a) and (b) above) and shall include estimated amounts for:

在工程完成之日起 84 天内，承包人应按照第 14.3 款[中期付款申请]，向工程师提交一份附有证明文件的报表，说明：

- (a) 直至工程竣工之日，按照合同所做的所有工作的价值
- (b) 承包人认为在工程竣工之日应付的任何其他款项；及
- (c) 承包人认为已经或将在合同或其他规定完成工程之日后到期应付的任何其他数额的估算。这些估算金额应分别列出(参见上条(a)和(b)项)，并应包括以下各项的估计数额：

- (i) Claims for which the Contractor has submitted a Notice under Sub-Clause 20.2 [Claims For Payment and/or EOT];
- (ii) any matter referred to the DAAB under Sub-Clause 21.4 [Obtaining DAAB's Decision]; and
- (iii) any matter for which a NOD has been given under Sub-Clause 21.4 [Obtaining DAAB's Decision].

The Engineer shall then issue an IPC in accordance with Sub-Clause 14.6 [Issue of IPC].

- (i) 承包人已根据第 20.2 款[付款和/或工期索要]规定提交通知的索要；
- (ii) 根据第 21.4 条提交给避免/裁决争议小组的任何事项[获得其的裁定；以及
- (iii) 根据第 21.4 款[取得避免/裁决争议小组的裁决]提出不服的任何事项。

14.11 Final Statement 决算表

Submission by the Contractor of any Statement under the following provisions of this Sub-Clause shall not be delayed by reason of any referral under Sub-Clause 21.4 [Obtaining DAAB's Decision] or any arbitration under Sub-Clause 21.6 [Arbitration].

承包人根据本款下列规定提交任何报表，不得因根据第 21.4 款[取得争端裁决委员会的裁决]或根据第 21.6 款[仲裁]提交任何仲裁而延误。

14.11.1 Draft Final Statement 决算表草案

Within 56 days after the issue of the Performance Certificate, the Contractor shall submit to the Engineer, a draft final Statement.

This Statement shall:

(a) be in the same form as Statements previously submitted under Sub-Clause 14.3 [Application for Interim Payment];

(a) 与先前根据第 14.3 款[中期款申请]提交的报表相同;

(b) be submitted in one paper-original, one electronic copy and additional paper copies (if any) as stated in the Contract Data; and

在签发完工证书后 56 天内, 承包人应向工程师提交一份决算表草案。

决算表包括如下内容:

(b) 提交一份书面原件、一份电子副本和合同资料中所要求的其他纸质副本(如有); 以及

(c) show in detail, with supporting documents:

(i) the value of all work done in accordance with the Contract;

(ii) any further sums which the Contractor considers to be due at the date of the issue of the Performance Certificate, under the Contract or otherwise; and

(iii) an estimate of any other amounts which the Contractor considers have or will become due after the issue of the Performance Certificate, under the Contract or otherwise, including estimated amounts, by reference to the matters described in sub-paragraphs (c) (i) to (iii) of Sub-Clause 14.10 [Statement at Completion]. These estimated amounts shall be shown separately (to those of sub-paragraphs (i) and (ii) above).

Except for any amount under sub-paragraph (iii) above, if the Engineer disagrees with or cannot verify any part of the draft final Statement, the Engineer shall promptly give a Notice to the Contractor. The Contractor shall then submit such further information as the Engineer may reasonably require within the time stated in this Notice, and shall make such changes in the draft as may be agreed between them.

(c) 用支持文件详细说明:

(i) 根据合同所完成的所有工程的价值, 以及

(ii) 承包人认为根据合同或其他规定应进一步支付给他的任何款项; 以及

承包人认为或将在完工证书颁发后到期或即将到期的任何其他金额(包括估计金额)的估算, 参考第 14.10 款[竣工报表] (c) (i) 至 (iii)中所规定的事项。这些估算金额应分别列出(参见上条(i)和(ii))。

除以上条款第 (iii) 项下的任何金额外, 如果工程师不同意或无法核实最终决算草案的任何部分, 工程师应立即向承包人发出通知。然后, 承包人应在该通知中规定的时间内提交工程师合理要求的进一步资料息, 并在双方商定的草案中做出此类变更。

14.11.2 Agreed Final Statement 达成一致的决算单

If there are no amounts under sub-paragraph (iii) of Sub-Clause 14.11.1 [Draft Final Statement], the Contractor shall then prepare and submit to the Engineer the final Statement as agreed (the “Final Statement” in these Conditions).

如果第 14.11.1 款[最终决算草案] (iii)款下没任何金额, 则承包人应按照约定编制并向工程师提交决算报表(符合本条件的“决算报表”)。

However if:

(a) there are amounts under sub-paragraph (iii) of Sub-Clause 14.11.1 [Draft Final Statement]; and/or

(b) following discussions between the Engineer and the Contractor, it becomes evident that they cannot agree any amount(s) in the draft final Statement, the Contractor shall then prepare and

submit to the Engineer a Statement, identifying separately: the agreed amounts, the estimated amounts and the disagreed amount(s) (the “Partially Agreed Final Statement” in these Conditions). 但如果:

- (a) 依据第 14.11.1 款[最终决算草案] (iii) 存在金额; 和/或。
- (b) 经过工程师和承包人的讨论, 他们显然无法对决算草案中任何数额做商定, 承包商应准备并向工程师提交一份报表, 分别标明商定金额、估计金额和异议金额 (本条件下的 “部分商定最终报表”)。

14.12 Discharge 结清单

When submitting the Final Statement or the Partially Agreed Final Statement (as the case may be), the Contractor shall submit a discharge which confirms that the total of such 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 the total of the Statement is subject to any payment that may become due in respect of any Dispute for which a DAAB proceeding or arbitration is in progress under Sub-Clause 21.6 [Arbitration] and/or that it becomes effective after the Contractor has received:

在提交最终报表时, 承包人应提交一份书面结清单, 确认最终报表的总额为根据或参照合同应支付给他的所有款项的全部和最终的结算额。该结清单可以说明, 该报表的应付款总额涉及及到争端裁决委员的程序第 21.6 款[仲裁]正在进行中的任何争端, 并/或在承包者收到下列文件后生效:

- (a) full payment of the amount certified in the FPC; and
- (b) the Performance Security.

If the Contractor fails to submit this discharge, the discharge shall be deemed to have been submitted and to have become effective when the conditions of sub-paragraphs (a) and (b) have been fulfilled.

A discharge under this Sub-Clause shall not affect either Party's liability or entitlement in respect of any Dispute for which a DAAB proceeding or arbitration is in progress under Clause 21 [Disputes and Arbitration].

- (a) 全额支付在最终付款证书中核证的金额; 以及
- (b) 履约担保。

如果承包人未提交结清单, 则在满足(a)和(b)项的条件时, 应视为已提交并已生效。

本款下的解除不应影响任何一方对根据第 21 款[争议和仲裁]正在进行的任何争议的责任或权利。

14.13 Issue of FPC 最终支付证书的颁发

Within 28 days after receiving the Final Statement or the Partially Agreed Final Statement (as the case may be), and the discharge under Sub-Clause 14.12 [Discharge], the Engineer shall issue to the Employer (with a copy to the Contractor), the Final Payment Certificate which shall state:

根据第 14.12 款[结清单], 在收到最终报表或部分商定最终报表及书面结清单后 28 天内, 工程师应向雇主发出一份最终支付证书, 说明:

- (a) the amount which the Engineer fairly considers is finally due, including any additions and/or deductions which have become due under Sub-Clause 3.7 [Agreement or Determination] or under

the Contract or otherwise; and

(b) after giving credit to the Employer for all amounts previously paid by the Employer and for all sums to which the Employer is entitled, and after giving credit to the Contractor for all amounts (if any) previously paid by the Contractor and/or received by the Employer under the Performance Security, the balance (if any) due from the Employer to the Contractor or from the Contractor to the Employer, as the case may be.

If the Contractor has not submitted a draft final Statement within the time specified under Sub-Clause 14.11.1 [Draft Final Statement], the Engineer shall request the Contractor to do so. Thereafter, if the Contractor fails to submit a draft final Statement within a period of 28 days, the Engineer shall issue the FPC for such an amount as the Engineer fairly considers to be due.

(a) 工程师公平地认为最终到期应支付的金额,包括根据第 3.7 款[商定或决定]或根据合同或其他约定到期应付的任何增加和/或扣减;以及

(b) 在将雇主以前支付的所有款项和雇主有权获得的所有款项贷记给雇主之后,并在将承包人以前支付的所有款项(如有)贷记给承包人和/或根据履约担保收到的款项后,将雇主应支付给承包人或承包人应支付给雇主的余额(视情况)。

如果承包人没有按照第 14.11.1 款[决算草案]规定的时间内提交决算草案,工程师应要求承包人提交。随后,如果承包人未能在 28 天内提交决算草案,工程师应按工程师认为合理的金额签发最终付款证书。

If:

(i) the Contractor has submitted a Partially Agreed Final Statement under Sub-Clause 14.11.2 [Agreed Final Statement]; or

(ii) no Partially Agreed Final Statement has been submitted by the Contractor but, to the extent that a draft final Statement submitted by the Contractor is deemed by the Engineer to be a Partially Agreed Final Statement

the Engineer shall proceed in accordance with Sub-Clause 14.6 [Issue of IPC] to issue an IPC.

如果:

(i) 承包人根据第 14.11.2 款[商定的决算清单]提交了一份部分商定的决算报表;或。

(ii) 承包人未提交部分商定的决算报表,但如果承包人提交的决算报表草稿被工程师视为部分商定的决算报表

工程师应按照第 14.6 款[签发支付证书]签发支付证书。

14.14 Cessation of Employer's Liability 雇主责任的终止

The Employer shall not be liable to the 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 in:

(a) the Final Statement or Partially Agreed Final Statement; and

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

雇主不得就合同或工程实施项下的或与承包人有关的任何事项对承包人负责,除非已在下列条款中明确规定:

(a) 最终报表或部分商定的最终报表;及

(b) (工程的接收证书颁发后发生的问题或事件除外)符合第 14.10 款[完工报表]的完工报表。



Unless the Contractor makes or has made a Claim under Sub-Clause 20.2 [Claims For Payment and/or EOT] in respect of an amount or amounts under the FPC within 56 days of receiving a copy of the FPC the Contractor shall be deemed to have accepted the amounts so certified. The Employer shall then have no further liability to the Contractor, other than to pay the amount due under the FPC and return the Performance Security to the Contractor.

除非承包人根据第 20.2 款[付款和/或工期索要]的规定,在收到最终支付证书副本的 56 天内,提出索要,则承包人应视为已接受如此认证的金额。随后,雇主不应向承包人承担进一步的责任,除非具有支付最终支付证书规定的欠款并向承包人退换履约保证金的义务。

However, this Sub-Clause shall not limit the Employer's liability under the Employer's indemnification obligations, or the Employer's liability in any case of fraud,
但是, 本款不限制雇主在其赔偿责任下的责任, 或雇主在任何欺诈案件中的责任,

14.15 Currencies of Payment 支付的货币

The Contract Price shall be paid in the currency or currencies named in the Contract Data. If more than one currency is so named, payments shall be made as follows:

合同价款应当以合同文件中指定的货币支付。如果指定的货币超过一种,应按下列方式支付:

(a) if the Accepted Contract Amount was expressed in Local Currency only or in Foreign Currency only:

(i) 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 Data, except as otherwise agreed by both Parties;

(ii) payments and deductions under Sub-Clause 13.4 [Provisional Sums] and Sub-Clause 13.6 [Adjustments for Changes in Laws] shall be made in the applicable currencies and proportions; and

(iii) other payments and deductions under sub-paragraphs (i) to (iv) of Sub-Clause 14.3 [Application for Interim Payment] shall be made in the currencies and proportions specified in sub-paragraph (a) (i) above;

(a) 如果接受的合同款额仅以当地货币表示或仅以外币表示:

(i) 则支付当地货币与外币的比例或数额,以及计算该款额所用的固定汇率应按合同文件中的规定执行,双方另有协议的情况除外;

(ii) 根据第 13.4 款[暂定款]和第 13.6 款[法规变化引起的调整],应付款项和减扣款项应以适用的货币种类和比例进行支付和减扣;以及

(iii) 根据第 14.3[期中支付证书的申请] (i) 至 (iv)的要求的其他应付款项和减扣款项,应以上述 (a) (i) 款中规定的货币种类和比例进行支付和减扣;

(b) whenever an adjustment is agreed or determined under Sub-Clause 13.2 [Value Engineering] or Sub-Clause 13.3 [Variation Procedure], 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 in sub-paragraph (a)(i) above;

当根据第 13.2 款[价值工程]或第 13.3 款[变更程序]的规定商定或确定调整时,应规定以每种



适用货币支付的数额。为此目的，应参照各项工作费用的实际或预期货币比例，以及上条(a)(i)款规定的各种货币所占比例；

(c) payment of Delay Damages shall be made in the currencies and proportions specified in the Contract Data;

(c) 误期损害赔偿应按合同资料规定的币种和比例支付；

(d) 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) 承包人向雇主支付的其他款项，应以雇主支付该款项时使用的货币，或双方可能同意的货币支付；

(e) 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) 如果承包人以某种特殊货币向雇主支付时的金额，超过了雇主以同种货币向承包人支付时的金额，雇主可从以其他货币进行支付的金额中弥补上述金额的余额；以及

(f) if no rates of exchange are stated in the Contract Data, they shall be those prevailing on the Base Date and published by the central bank of the Country.

(f) 如果合同资料中没有规定汇率，则应在基本日期起，按照国家中央银行公布。

15 Termination by Employer 雇主提出终止

15.1 Notice to Correct 纠正通知

If the Contractor fails to carry out any obligation under the Contract the Engineer may, by giving a Notice to the Contractor, require the Contractor to make good the failure and to remedy it within a specified time ("Notice to Correct" in these Conditions).

如果承包人未能履行本合同项下的任何义务，工程师可向承包人发出通知，要求承包人在规定的时间内（本条件中的“纠正通知”），赔偿并纠正因此而带来的后果。

The Notice to Correct shall:

(a) describe the Contractor's failure;

(b) state the Sub-Clause and/or provisions of the Contract under which the Contractor has the obligation; and

(c) specify the time within which the Contractor shall remedy the failure, which shall be reasonable, taking due regard of the nature of the failure and the work and/or other action required to remedy it.

改正通知应：

(a) 说明承包人的瑕疵

(b) 说明承包人负有义务的合同条款和/或条款；以及

(c) 确定承包人应对瑕疵进行补救的时间，该时间应合理，适当考虑到瑕疵的性质以及补救该瑕疵所需的工作和/或其他措施。

After receiving a Notice to Correct the Contractor shall immediately respond by giving a Notice to the Engineer describing the measures the Contractor will take to remedy the failure, and stating the date on which such measures will be commenced in order to comply with the time specified in the Notice to Correct.



The time specified in the Notice to Correct shall not imply any extension of the Time for Completion.

在收到改正通知后，承包人应立即向工程师发出通知，说明承包人将采取何种措施纠正该瑕疵，并说明将开始此类措施的日期，以便遵守通知中规定的时间。

通知中规定的纠正时间不意味着竣工时间的延长。

15.2 Termination for Contractor's Default 因承包人不作为而终止

Termination of the Contract under this Clause shall not prejudice any other rights of the Employer under the Contract or otherwise.

根据本条款终止合同不应损害雇主根据合同或其他方式享有的任何其他权利。

15.2.1 Notice

Termination of the Contract under this Clause shall not prejudice any other rights of the Employer under the Contract or otherwise.

The Employer shall be entitled to give a Notice (which shall state that it is given under this Sub-Clause 15.2.1) to the Contractor of the Employer's intention to terminate the Contract or, in the case of sub-paragraph (f), (g) or (h) below a Notice of termination, if the Contractor:

通知

根据本条款终止合同不影响雇主根据合同或其他约定享有的任何其他权利。

雇主有权向承包人发出通知(该通知应说明是根据本条第 15.2.1 款发出的)，说明雇主打算终止合同，如在条款(f), (g) 或(h)条件下，如果承包人有以下情况，则可以通知终止：

(a) fails to comply with:

(i) a Notice to Correct;

(ii) a binding agreement, or final and binding determination, under Sub-Clause 3.7 [Agreement or Determination]; or

(iii) a decision of the DAAB under 21.4 [Obtaining DAAB's Decision] (whether binding or final and binding)

and such failure constitutes a material breach of the Contractor's obligations under the Contract;

(a) 未能遵守：

(i) 改正通知；

(ii) 根据第 3.7 款[商定或决定]订立的具有约束力的协议，或最终的和有约束力的决定；或

(iii) 由争端裁决委员会根据第 21.4 条作出的裁决[得到争端裁决委员会裁决](无论是具有约束力的还是最终的和具有约束力的)

和这种不履行构成了对承包人根据合同承担的义务的重大违反；

(b) abandons the Works or otherwise plainly demonstrates an intention not to continue performance of the Contractor's obligations under the Contract;

(b) 放弃工程或以其他方式明确表明不打算继续履行承包人在合同项下的义务；

(c) without reasonable excuse fails to proceed with the Works in accordance with Clause 8 [Commencement, Delays and Suspension] or, if there is a maximum amount of Delay Damages stated in the Contract Data, his failure to comply with Sub-Clause 8.2 [Time for Completion] is such that the Employer would be entitled to Delay Damages that exceed this maximum amount;

(c) 无正当理由而不按照第 8 款[开始、延迟和暂停]进行工程，或如果合同文件中规定了最

大限度的延误损害赔偿，则雇主有权对其不遵守第 8.2 款[竣工时间]取得超过最高数额的延误损害赔偿；

(d) without reasonable excuse fails to comply with a Notice of rejection given by the Engineer under Sub-Clause 7.5 [Defects and Rejection] or an Engineer's instruction under Sub-Clause 7.6 [Remedial Work], within 28 days after receiving it;

(d) 在收到工程师根据第 7.5 款[缺陷和拒收]发出的拒收通知或工程师根据第 7.6 款[补救工作]发出的指示后 28 天内，无合理辩解而未能遵守该通知或指示；

(e) fails to comply with Sub-Clause 4.2 [Performance Security];

(e) 未能遵守第 4.2 款[履约保函]的规定；

(f) subcontracts the whole, or any part of, the Works in breach of Sub-Clause 5.1 [Subcontractors], or assigns the Contract without the required agreement under Sub-Clause 1.7 [Assignment];

(f) 违反第 5.1 款[分包商]的规定，将全部或部分工程分包出去，或未经第 1.7 款[转让]规定的协议而转让合同；

(g) becomes bankrupt or insolvent; goes into liquidation, administration, reorganisation, winding-up or dissolution; becomes subject to the appointment of a liquidator, receiver, administrator, manager or trustee; enters into a composition or arrangement with the Contractor's creditors; or any act is done or any event occurs which is analogous to or has a similar effect to any of these acts or events under applicable Laws;

(g) 破产或无力偿；进入清算、管理、重组、清盘或解散；受制于清算人、接管人、管理人、经理或受托人的任命；与承包人的债权人达成和解或安排；或采取类似于或与适用法律下的任何此类行为或事件具有类似的效力；

or if the Contractor is a JV:

(i) any of these matters apply to a member of the JV, and

(ii) the other member(s) do not promptly confirm to the Employer that, in accordance with Sub-Clause 1.14(a) [Joint and Several Liability], such member's obligations under the Contract shall be fulfilled in accordance with the Contract; or

(h) is found, based on reasonable evidence, to have engaged in corrupt, fraudulent, collusive or coercive practice at any time in relation to the Works or to the Contract.

或者如果承包人是合营体：

(i) 上述任何事项均适用于合营体的成员，及

(ii) 其他成员未能及时向雇主确认，根据第 1.14(a) 款[共同或多方负责]的规定，该成员在本合同项下的义务应按照合同履行；或

(h) 根据合理证据发现具有在与工程或合同有关的任何时候从事腐败、欺诈、串通或胁迫性行为。

15.2.2 Termination 终止

Unless the Contractor remedies the matter described in a Notice given under Sub-Clause 15.2.1 [Notice] within 14 days of receiving the Notice, the Employer may by giving a second Notice to the Contractor immediately terminate the Contract. The date of termination shall be the date the Contractor receives this second Notice.

However, in the case of sub-paragraph (f), (g) or (h) of Sub-Clause 15.2.1 [Notice], the Employer may by giving a Notice under Sub-Clause 15.2.1 immediately terminate the Contract and the date of termination shall be the date the Contractor receives this Notice.

除非承包人在收到通知后 14 天内对根据第 15.2.1 款[通知]发出的通知中所述事项作出补救, 否则雇主可向承包人发出第二次通知, 立即终止合同。终止日期应是承包人收到第二次通知的日期。

但是, 就第 15.2.1 条(f), (g) 或 (h) 而言, 雇主可根据第 15.2.1 条发出通知, 立即终止合同, 终止日期应为承包人收到本通知的日期。

15.2.3 After termination 终止之后的事项

After termination of the Contract under Sub-Clause 15.2.2 [Termination], the Contractor shall:

(a) comply immediately with any reasonable instructions included in a Notice given by the Employer under this Sub-Clause:

- (i) for the assignment of any subcontract; and
- (ii) for the protection of life or property or for the safety of the Works;
- (b) deliver to the Engineer:

- (i) any Goods required by the Employer,
- (ii) all Contractor's Documents, and
- (iii) all other design documents made by or for the Contractor to the extent, if any, that the Contractor is responsible for the design of part of the Permanent Works under Sub-Clause 4.1 [Contractor's General Obligations]; and
- (c) leave the Site and, if the Contractor does not do so, the Employer shall have the right to expel the Contractor from the Site.

根据第 15.2.2 款[终止]规定终止合同后, 承包人应:

- (a) 立即遵守雇主根据本款发出的通知所载的任何合理指示:
 - (i) 转让任何分包合同; 及
 - (ii) 为了保护生命或财产或工程的安全;
- (b) 交付给工程师:
 - (i) 雇主要求的任何货物,
 - (ii) 所有承包人的文件, 以及
 - (iii) 承包人根据第 4.1 款[承包人的一般义务]对永久工程的部分设计负责的所有其他设计文件(如有); 以及
- (c) 离开现场, 如果承包人不这样做, 雇主有权将承包人逐出现场。

15.2.4 Completion of the Works 竣工

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

根据本款终止后, 雇主可以完成工程和/或安排任何其他实体完成工程。雇主和/或这些实体可以使用承包人或代表承包人制作的任何货物和承包人的文件(以及其他设计文件, 如有)以完成工程。

After such completion of the Works, the Employer shall give another Notice to the Contractor that the Contractor's Equipment and Temporary Works will be released to the Contractor at or near the Site. The Contractor shall then 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 (to the extent permitted by applicable Laws) by the Employer in order to recover this payment. Any balance of the proceeds shall then be paid to the Contractor. 在工程完工后，雇主应再次通知承包人，承包人的设备和临时工程将在工地现场或其附近移交给承包人。随后，承包人应立即安排其迁离，由承包人承担风险和费用。但是，如果到此为止，承包人未能向雇主支付应付款项，则雇主可以(在适用法律允许的范围内)出售这些物品，以收回这笔付款。收益的任何余额应支付给承包人。

15.3 Valuation after Termination for Contractor's Default 承包人不作为终止后的估价

After termination of the Contract under Sub-Clause 15.2 [Termination for Contractor's Default], the Engineer shall proceed under Sub-Clause 3.7 [Agreement or Determination] to agree or determine the value of the Permanent Works, Goods and Contractor's Documents, and any other sums due to the Contractor for work executed in accordance with the Contract (and, for the purpose of Sub-Clause 3.7.3 [Time limits], the date of termination shall be the date of commencement of the time limit for agreement under Sub-Clause 3.7.3).

在根据第 15.2 款[因承包人不作为而终止]合同终止后，工程师应根据第 3.7 款[商定或决定]商定或确定永久工程、货物和承包人文件的价值，以及根据合同执行的工程应支付给承包商的任何其他款项(就第 3.7.3 款[时限]而言，终止日期应为根据第 3.7.3 款达成协议的时限开始之日)。

This valuation shall include any additions and/or deductions, and the balance due (if any), by reference to the matters described in sub-paragraphs (a) and (b) of Sub-Clause 14.13 [Issue of FPC].

This valuation shall not include the value of any Contractor's Documents, Materials, Plant and Permanent Works to the extent that they do not comply with the Contract.

本估价应包括任何与第 14.13 款(a)及(b)所述事项有关的增减，以及应付余额(如有)。

本估价不包括任何承包人的文件、材料、设备和永久工程(如果它们不符合合同规定)的价值。

15.4 Payment after Termination for Contractor's Default 因承包人不作为而终止后的支付

The Employer may withhold payment to the Contractor of the amounts agreed or determined under Sub-Clause 15.3 [Valuation after Termination for Contractor's Default] until all the costs, losses and damages (if any) described in the following provisions of this Sub-Clause have been established.

雇主可暂不支付根据第 15.3 款[承包人不作为而终止后的估价]商定或确定的金额，直至确定本款下列规定所述的所有费用、损失和损害赔偿(如有)为止。

After termination of the Contract under Sub-Clause 15.2 [Termination for Contractor's Default], the Employer shall be entitled subject to Sub-Clause 20.2 [Claims For Payment and/or EOT] to payment by the Contractor of:

在根据第 15.2 款[因承包人不作为而终止]终止合同后，雇主有权根据第 20.2 款[付款和/或工期索要] 的规定，要求承包人支付下列款项：

(a) the additional costs of execution of the Works, and all other costs reasonably incurred by the Employer (including costs incurred in clearing, cleaning and reinstating the Site as described under Sub-Clause 11.11 [Clearance of Site]), after allowing for any sum due to the Contractor

under Sub-Clause 15.3 [Valuation after Termination for Contractor's Default];

(b) any losses and damages suffered by the Employer in completing the Works; and
(c) Delay Damages, if the Works or a Section have not been taken over under Sub-Clause 10.1 [Taking Over the Works and Sections] and if the date of termination under Sub-Clause 15.2 [Termination for Contractor's Default] occurs after the date corresponding to the Time for Completion of the Works or Section (as the case may be). Such Delay Damages shall be paid for every day that has elapsed between these two dates.

(a) 实施工程的额外费用, 以及雇主合理地承担的所有其他费用(包括第 11.11 款[工地清理]所述的清理、清洁和恢复工地的费用), 但考虑到根据第 15.3 款[承包人不作为而终止后的估价]应付给承包人的任何款项之后;

(b) 雇主在完成工程时所受的任何损失及损害; 及

(c) 如工程或分段工程尚未根据第 10.1 款[工程和分段工程]的规定被接收, 而且根据第 15.2 款[因承包人不作为而终止合同]的规定终止日期发生在与工程或分项工程竣工时间(视情况而定)相对应的日期之后, 则为误期损害赔偿金。此类误期损害赔偿金应在这两个日期之间的每一天支付。

15.5 Termination for Employer's Convenience 为雇主方便而终止

The Employer shall be entitled to terminate the Contract at any time for the Employer's convenience, by giving a Notice of such termination to the Contractor (which Notice shall state that it is given under this Sub-Clause 15.5).

After giving a Notice to terminate under this Sub-Clause, the Employer shall immediately:

雇主应有权在任何时候为其方便而终止合同, 向承包人发出终止合同的通知(该通知应说明通知是根据第 15.5 款发出的)。

雇主在根据本款发出终止通知后, 应立即:

(a) have no right to further use any of the Contractor's Documents, which shall be returned to the Contractor, except those for which the Contractor has received payment or for which payment is due under a Payment Certificate;

(b) if Sub-Clause 4.6 [Co-operation] applies, have no right to allow the continued use (if any) of any Contractor's Equipment, Temporary Works, access arrangements and/or other of the Contractor's facilities or services; and

(c) make arrangements to return the Performance Security to the Contractor.

(a) 无权继续使用承包人的任何文件, 这些文件应退还给承包人, 但承包人已收到付款或根据付款证书应支付的文件除外;

(b) 如果第 4.6 款[合作]适用, 则无权允许继续使用(如有)任何承包人的装备、临时工程、通道安排和/或承包人的其他设施或服务; 以及。

(c) 作好向发包人返还履约保证金的安排。

Termination under this Sub-Clause 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. Unless and until the Contractor has received payment of the amount due under Sub-Clause 15.6 [Valuation after Termination for Employer's Convenience], the Employer shall not execute (any part of) the Works or arrange for (any part of) the Works to be executed by any other entities.

After this termination, the Contractor shall proceed in accordance with Sub-Clause 16.3



[Contractor's Obligations After Termination].

根据本条款终止合同应在承包人收到通知或业主退还履约保函之日后 28 天后生效，以晚的日期为准。除非承包人收到根据第 15.6 款[为雇主方便而终止后的估价]所应支付款项的付款，否则，雇主不得实施(工程的任何部分)或安排由任何其他实体实施的(任何部分)工程。在本合同终止后，承包人应按照第 16.3 款[承包人终止后的义务]办理事宜。

15.6 Valuation after Termination for Employer's Convenience 为方便雇主而终止后的估价

After termination under Sub-Clause 15.5 [Termination for Employer's Convenience] the Contractor shall, as soon as practicable, submit detailed supporting particulars (as reasonably required by the Engineer) of:

在根据第 15.5 款[为雇主的方便而终止]终止合同后，承包人应在切实可行范围内尽快提交(工程师合理要求的)以下方面的详细证明资料：

- (a) the value of work done, which shall include:
 - (i) the matters described in sub-paragraphs (a) to (e) of Sub-Clause 18.5 [Optional Termination], and
 - (ii) any additions and/or deductions, and the balance due (if any), by reference to the matters described in sub-paragraphs (a) and (b) of Sub-Clause 14.13 [Issue of FPC]; and
- (a) 所完成工程的价值，包括：
 - (i) 第 18.5 款[选择终止](a)至(e)所述事项，以及
 - (ii) 根据第 14.13 款[最终支付证书的签发] (a)及(b)所涉及的事项(如有)而作出的任何增减及结余(如有)；及

(b) the amount of any loss of profit or other losses and damages suffered by the Contractor as a result of this termination.

(b) 由于该终止，承包人遭受的任何利润损失或其他损失和损害的金额。

The Engineer shall then proceed under Sub-Clause 3.7 [Agreement or Determination] to agree or determine the matters described in sub-paragraphs (a) and (b) above (and, for the purpose of Sub-Clause 3.7.3 [Time limits], the date the Engineer receives the Contractor's particulars under this Sub-Clause shall be the date of commencement of the time limit for agreement under Sub-Clause 3.7.3).

The Engineer shall issue a Payment Certificate for the amount so agreed or determined, without the need for the Contractor to submit a Statement.

随后，工程师应根据第 3.7 款[商定或决定]，同意或决定上条(a)和(b)项所述事项(就第 3.7.3 款[时限]而言，工程师根据本款收到承包人的详细资料的日期应为根据第 3.7.3 款达成协议的时限的开始日期。

工程师应就商定或确定的金额签发付款证书，而不需要承包人提交报表。

15.7 Payment after Termination for Employer's Convenience

因雇主方便终止后的付款

The Employer shall pay the Contractor the amount certified in the Payment Certificate under

Sub-Clause 15.6 [Valuation after Termination for Employer's Convenience] within 112 days after the Engineer receives the Contractor's submission under that Sub-Clause.

雇主应在工程师收到承包人根据第 15.6 款[为雇主的方便而终止后的估价]提交的付款证书后 112 天内，向承包人支付所确认的金额。

16 Suspension and Termination by Contractor 承包人暂停和终止合同

16.1 Suspension by Contractor 承包人暂停

If:

- (a) the Engineer fails to certify in accordance with Sub-Clause 14.6 [Issue of IPC];
- (b) the Employer fails to provide reasonable evidence in accordance with Sub-Clause 2.4 [Employer's Financial Arrangements];
- (c) the Employer fails to comply with Sub-Clause 14.7 [Payment]; or
- (d) the Employer fails to comply with:
 - (i) a binding agreement, or final and binding determination under Sub-Clause 3.7 [Agreement or Determination]; or
 - (ii) a decision of the DAAB under 21.4 [Obtaining DAAB's Decision] (whether binding or final and binding)

如果:

- (a) 工程师没有按照第 14.6 款[签发支付证书]予以确认;
- (b) 雇主没有按照第 2.4 款[雇主的财务安排]提供合理证据;
- (c) 雇主没有遵守第 14.7 款[付款]; 或
- (d) 雇主不遵守:
 - (i) 有约束力的协议, 或根据第 3.7 款[商定或决定]作出的最终和有约束力的决定; 或
 - (ii) 争端裁决委员会根据 21.4[获得争端裁决委员会的裁决]作出的决定(无论是具有约束力的还是最终的和具有约束力的)

and such failure constitutes a material breach of the Employer's obligations under the Contract, the Contractor may, not less than 21 days after giving a Notice to the Employer (which Notice shall state that it is given under this Sub-Clause 16.1), suspend work (or reduce the rate of work) unless and until the Employer has remedied such a default.

这种不履行构成严重违反雇主在合同项下的义务, 承包人可在向雇主发出通知后不少于 21 天(该通知应说明是根据本第 16.1 款发出的), 暂停工作(或降低工作率), 除非和直到雇主纠正了这种违约。

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

If the Employer subsequently remedies the default as described in the above Notice before the Contractor gives a Notice of termination under Sub-Clause 16.2 [Termination by Contractor], the Contractor shall resume normal working as soon as is reasonably practicable.

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 be entitled subject to Sub-Clause 20.2 [Claims For Payment and/or EOT] to EOT and/or payment of such Cost Plus Profit.

这一处理不应损害承包人根据第 14.8 款[延迟付款]和根据第 16.2 款[承包人终止]获得融资费用的权利。

如果雇主随后在承包人根据第 16.2 款[由承包人终止]发出终止通知之前,对上述通知中所述的违约行为进行了补救,承包人应在合理可行的范围内尽快恢复正常工作。

如果承包人因根据本款中止工程(或降低工程率)而遭受延误和/或引起费用,承包人应有权在符合第 20.2 款[付款和/或工期索要]的情况下获得工期索要和/或支付该成本加利润。

16.2 Termination by Contractor 承包人提出终止

Termination of the Contract under this Clause shall not prejudice any other rights of the Contractor, under the Contract or otherwise.

根据本条款终止合同不应影响承包人根据合同或其他约定享有的任何其他权利。

16.2.1 Notice 通知

The Contractor shall be entitled to give a Notice (which shall state that it is given under this Sub-Clause 16.2.1) to the Employer of the Contractor's intention to terminate the Contract or, in the case of sub-paragraph (g)(ii), (h), (i) or (j) below a Notice of termination, if:

如属下列(g)(ii), (h), (i)或 r (j)的情况看, 承包人有权向雇主发出通知(该通知应说明根据本款第 16.2.1 款给予)承包人终止合同的意向:

(a) the Contractor does not receive the reasonable evidence within 42 days after giving a Notice under Sub-Clause 16.1 [Suspension by Contractor] in respect of a failure to comply with Sub-Clause 2.4 [Employer's Financial Arrangements];

(a) 雇主未能遵守第 2.4 款[雇主的财务安排], 承包人在根据第 16.1 款[承包人暂停]发出通知后 42 天内, 没有收到合理凭据;

(b) the Engineer fails, within 56 days after receiving a Statement and supporting documents, to issue the relevant Payment Certificate;

(b) 工程师在收到声明及证明文件后 56 天内未出具相关付款证明;

(c) the Contractor does not receive the amount due under any Payment Certificate within 42 days after the expiry of the time stated in Sub-Clause 14.7 [Payment];

(c) 承包人未在第 14.7 款[付款]规定的期限届满后 42 天内收到根据按支付证书应支付的款项;

(d) the Employer fails to comply with:

(i) a binding agreement, or final and binding determination under Sub-Clause 3.7 [Agreement or Determination]; or

(ii) a decision of the DAAB under 21.4 [Obtaining DAAB's Decision] (whether binding or final and binding)

and such failure constitutes a material breach of the Employer's obligations under the Contract;

(d) 雇主不遵守:

(i) 有约束力的协议, 或根据第 3.7 款[商定或决定]作出的最终和有约束力的决定; 或

(ii) 争端裁决委员会根据 21.4[获得争端裁决委员会的裁决]作出的决定(无论是具有约束力的还是最终的和具有约束力的)

及这种不履行构成了对雇主在合同下的义务的重大违反;

(e) the Employer substantially fails to perform, and such failure constitutes a material breach of, the Employer's obligations under the Contract;

- (e) 雇主实质上没有履行合同规定的义务, 这种不履行构成对雇主合同义务的重大违反;
- (f) the Contractor does not receive a Notice of the Commencement Date under Sub-Clause 8.1 [Commencement of Works] within 84 days after receiving the Letter of Acceptance;
- (f) 承包人在收到中标函后 84 天内未收到第 8.1 款[工程开工]项下的开工日期通知;
- (g) the Employer:
- (i) fails to comply with Sub-Clause 1.6 [Contract Agreement], or
- (ii) assigns the Contract without the required agreement under Sub-Clause 1.7 [Assignment];
- (g) 雇主:
- (i) 未能遵守第 1.6 款[合同协议], 或
- (ii) 在没有根据第 1.7 款[转让]的规定必须的协议, 转让合同;
- (h) a prolonged suspension affects the whole of the Works as described in sub-paragraph (b) of Sub-Clause 8.12 [Prolonged Suspension];
- (h) 如第 8.12 款[长期暂停](b)项所述, 长期暂停影响整个工程;
- (i) the Employer becomes bankrupt or insolvent; goes into liquidation, administration, reorganisation, winding-up or dissolution; becomes subject to the appointment of a liquidator, receiver, administrator, manager or trustee; enters into a composition or arrangement with the Employer's creditors; or any act is done or any event occurs which is analogous to or has a similar effect to any of these acts or events under applicable Laws; or
- (i) 雇主破产或无力偿债; 进入清算、行政管理、重组、清盘或解散; 受委任清盘人、接收人、管理人、经理或受托人的委任; 与雇主的债权人订立和解协议或安排; 或作出与适用法律下的任何上述行为或事件类似或具有类似效果的行为或事件; 或
- (j) the Employer is found, based on reasonable evidence, to have engaged in corrupt, fraudulent, collusive or coercive practice at any time in relation to the Works or to the Contract.
- (j) 根据合理的证据, 雇主在任何时候都参与了与工程或合同有关的腐败、欺诈、串通或胁迫行为。

16.2.2 Termination 终止

Unless the Employer remedies the matter described in a Notice given under Sub-Clause 16.2.1 [Notice] within 14 days of receiving the Notice, the Contractor may by giving a second Notice to the Employer immediately terminate the Contract. The date of termination shall then be the date the Employer receives this second Notice.

However, in the case of sub-paragraph (g)(ii), (h), (i) or (j) of Sub-Clause 16.2.1 [Notice], by giving a Notice under Sub-Clause 16.2.1 the Contractor may terminate the Contract immediately and the date of termination shall be the date the Employer receives this Notice.

If the Contractor suffers delay and/or incurs Cost during the above period of 14 days, the Contractor shall be entitled subject to Sub-Clause 20.2 [Claims For Payment and/or EOT] to EOT and/or payment of such Cost Plus Profit.

除非雇主在收到通知后 14 天内对根据第 16.2.1 款[通知]发出的通知中所述事项作出补救, 承包人可向业主发出第二次通知, 立即终止合同。然后, 终止的日期应是雇主收到第二次通知的日期。

但如属第 16.2.1 条(g)(ii), (h), (i) 或(j), 承包人可根据第 16.2.1 款发出通知, 立即终止合约, 而终止日期则为雇主接获本通知的日期。

如果承包人在上述 14 天内遭受延误和/或引起费用, 承包人应有权在符合第 20.2 款[付款和/或工期索要]的情况下获得工期和/或支付该成本加利润。

16.3 Contractor's Obligations After Termination 终止后承包人的义务

After termination of the Contract under Sub-Clause 15.5 [Termination for Employer's Convenience], Sub-Clause 16.2 [Termination by Contractor] or Sub-Clause 18.5 [Optional Termination], the Contractor shall promptly:

- (a) cease all further work, except for such work as may have been instructed by the Engineer for the protection of life or property or for the safety of the Works. If the Contractor incurs Cost as a result of carrying out such instructed work the Contractor shall be entitled subject to Sub-Clause 20.2 [Claims For Payment and/or EOT] to be paid such Cost Plus Profit;
- (b) deliver to the Engineer all Contractor's Documents, Plant, Materials and other work for which the Contractor has received payment; and
- (c) remove all other Goods from the Site, except as necessary for safety, and leave the Site.

在根据第 15.5 款[雇主方便终止]、第 16.2 款[承包人终止]或第 18.5 款[选择终止]合同终止后，承包人应及时：

- (a) 停止所有进一步工作，但工程师可能指示的保护生命或财产或工程安全的工作除外。如果承包人因执行此类指示工作而招致费用，则承包人有权根据第 20.2 款[付款和/或工期索要]的规定获得此类费用加上利润；
- (b) 向工程师交付承包人收到付款的所有承包人文件、设备、材料和其他工程；及
- (c) 撤离现场上所有其他的货物（为了安全所需的货物除外），而后离开现场。

16.4 Payment after Termination by Contractor 由承包人终止后的支付

After termination under Sub-Clause 16.2 [Termination by Contractor], the Employer shall promptly:

- (a) pay the Contractor in accordance with Sub-Clause 18.5 [Optional Termination]; and
- (b) subject to the Contractor's compliance with Sub-Clause 20.2 [Claims For Payment and/or EOT], pay the Contractor the amount of any loss of profit or other losses and damages suffered by the Contractor as a result of this termination.

在根据第 16.2 款[承包人终止]的规定终止合同后，雇主应迅速：

- (a) 按照第 18.5 款[任意终止]的规定向承包人付款；以及
- (b) 在承包人遵守第 20.2 款[付款和/或工期索要]的前提下，向承包人支付因这一终止而遭受的任何利润损失或其他损失和损害赔偿的金额。

17 Care of the Works and Indemnities 对工程的照管和赔偿

17.1 Responsibility for Care of the Works 照管工程的责任

Unless the Contract is terminated in accordance with these Conditions or otherwise, subject to Sub-Clause 17.2 [Liability for Care of the Works] the Contractor shall take full responsibility for the care of the Works, Goods and Contractor's Documents from the Commencement Date until the Date of Completion of the Works, when responsibility for the care of the Works shall pass to the Employer. If a Taking-Over Certificate is issued (or is deemed to be issued) for any Section or Part, responsibility for the care of the Section or Part shall then pass to the Employer.

除非根据这些条件或其他原因终止合同，根据第 17.2 款[工程照管责任]的规定，承包人应从开工之日起至工程完成之日对工程、货物和承包人的文件承担全部责任，直到工程的照管责任由雇主承担。如果对任何部门或部分签发(或视为已签发)接收证书，则该区段或部分的照管责任则移交给雇主。



If the Contract is terminated in accordance with these Conditions or otherwise, the Contractor shall cease to be responsible for the care of the Works from the date of termination.

如果根据这些条件或者其他原因终止合同，则承包人应停止负责从终止日期起对工程的照管。

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 of Completion, until this outstanding work has been completed.

在责任相应地移交给雇主后，承包人仍有责任照管任何在接收证书上注明的日期内应完成而尚未完成的工作，直至此类扫尾工作已经完成。

If any loss or damage occurs to the Works, Goods or Contractor's Documents, during the period when the Contractor is responsible for their care, from any cause whatsoever except as stated in Sub-Clause 17.2 [Liability for Care of the Works], the Contractor shall rectify the loss or damage at the Contractor's risk and cost, so that the Works, Goods or Contractor's Documents (as the case may be) comply with the Contract.

如果在承包商负责照管期间，除第 17.2 款 [照管工程的责任]所述的原因外，工程、货物或承包商文件发生任何损失或损坏，承包商应自费纠正此类损失或损坏，以便工程，货物或承包商文件（视情况而定）符合合同规定。

17.2 Liability for Care of the Works 照管工程的责任

The Contractor shall be liable for any loss or damage caused by the Contractor to the Works, Goods or Contractor's Documents after the issue of a Taking-Over Certificate. The Contractor shall also be liable for any loss or damage, which occurs after the issue of a Taking-Over Certificate and which arose from an event which occurred before the issue of this Taking-Over Certificate, for which the Contractor was liable.

承包人还应为在接收证书颁发后由于他的任何行为导致的任何损失或损害负责。同时，对于接收证书颁发后出现，并且是由于在此之前承包人的责任而导致的任何损失或损害，承包人也应负有责任。

The Contractor shall have no liability whatsoever, whether by way of indemnity or otherwise, for loss or damage to the Works, Goods or Contractor's Documents caused by any of the following events (except to the extent that such Works, Goods or Contractor's Documents have been rejected by the Engineer under Sub-Clause 7.5 [Defects and Rejection] before the occurrence of any of the following events):

对于下列任何事件造成的工程、货物或承包人文件的损失或损坏，承包人应不承担任何责任（除非此类工程、货物或承包人的文件已被工程师根据第 7.5 款[缺陷和拒收]在发生下列任何事件之前被拒收：

(a) interference, whether temporary or permanent, with any right of way, light, air, water or other easement (other than that resulting from the Contractor's method of construction) which is the unavoidable result of the execution of the Works in accordance with the Contract;

(a) 不论是临时的还是永久性的对任何通行权、照明权、空气权、水权或其他地役权的干扰



(承包人的建造方法除外), 其为按照合同实施工程不可避免的结果;

(b) use or occupation by the Employer of any part of the Permanent Works, except as may be specified in the Contract;

(b) 雇主使用或占用永久工程的任何部分, 但合同中规定的除外;

(c) fault, error, defect or omission in any element of the design of the Works by the Employer or which may be contained in the Specification and Drawings (and which an experienced contractor exercising due care would not have discovered when examining the Site and the Specification and Drawings before submitting the Tender), other than design carried out by the Contractor in accordance with the Contractor's obligations under the Contract;

(c) 雇主在工程设计中的任何要素中的过失、错误、缺陷或遗漏, 或可能包含在规范和图纸中(在提交投标文件之前, 经验丰富的承包人在检查工地、规格和图纸时不会发现的), 但承包人根据合同义务进行的设计除外;

(d) any operation of the forces of nature (other than those allocated to the Contractor in the Contract Data) which is Unforeseeable or against which an experienced contractor could not reasonably have been expected to have taken adequate preventative precautions;

(d) 自然力量的任何作用(合同资料中分配给承包人的责任除外)是不可预见的, 或经验丰富的承包人不可能合理地采取适当的预防性预防措施的;

(e) any of the events or circumstances listed under sub-paragraphs (a) to (f) of Sub-Clause 18.1 [Exceptional Events]; and/or

(e) 第 18.1 款[异常事件] (a)至(f)段所列的任何事件或情况; 及/或

(f) any act or default of the Employer's Personnel or the Employer's other contractors.

(f) 雇主人员或雇主其他承包人的任何行为或过失。

Subject to Sub-Clause 18.4 [Consequences of an Exceptional Event], if any of the events described in sub-paragraphs (a) to (f) above occurs and results in damage to the Works, Goods or Contractor's Documents the Contractor shall promptly give a Notice to the Engineer. Thereafter, the Contractor shall rectify any such loss and/or damage that may arise to the extent instructed by the Engineer. Such instruction shall be deemed to have been given under Sub-Clause 13.3.1 [Variation by Instruction].

根据第 18.4 款[意外事件的后果]外, 如发生上文(a)至(f)项所述的任何事件, 并造成工程、货物或承包人文件的损坏, 承包人应立即向工程师发出通知。此后, 承包人应在工程师指示的范围内纠正可能发生的任何此类损失和/或损害。该指示应视为根据第 13.3.1 款[指示变更]发出。

If the loss or damage to the Works or Goods or Contractor's Documents results from a combination of:

(i) any of the events described in sub-paragraphs (a) to (f) above, and

(ii) a cause for which the Contractor is liable, and the Contractor suffers a delay and/or incurs Cost from rectifying the loss and/or damage, the Contractor shall subject to Sub-Clause 20.2 [Claims for Payment and/or EOT] be entitled to a proportion of EOT and/or Cost Plus Profit to the extent that any of the above events have contributed to such delays and/or Cost.

如果工程或货物或承包人文件的损失或损坏是由下列因素综合造成的:

(i) 上述(a)至(f)段所述的任何事件, 以及

(ii) 承包人负有责任的原因, 且承包人因纠正损失和/或损坏而遭受延误和/或招致成本, 承



包人应根据第 20.2 款[付款和/或工期索要]的规定，有权因上述任何事件对此类延迟和/或成本而获得工期和/或成本加利润。

17.3 Intellectual and Industrial Property Rights 知识和行业产权

In this Sub-Clause, “infringement” means an infringement (or alleged infringement) of any patent, registered design, copyright, trademark, trade name, trade secret or other intellectual or industrial property right relating to the Works; and “claim” means a third party claim (or proceedings pursuing a third party claim) alleging an infringement.

本款中，“侵权”的含义是指对与工程有关的任何专利权，已注册的设计、版权、商标、商品名称、商业秘密或其他知识产权的侵权（或声称的侵权）；“索要”的含义是指声称侵权的索要（或为索要进行的诉讼活动）。

Whenever a Party receives a claim but fails to give notice to the other Party of the claim within 28 days of receiving it, the first Party shall be deemed to have waived any right to indemnity under this Sub-Clause.

The Employer shall indemnify and hold the Contractor harmless against and from any claim (including legal fees and expenses) alleging an infringement which is or was:

- (a) an unavoidable result of the Contractor’s compliance with the Specification and Drawings and/or any Variation; or
- (b) a result of any Works being used by the Employer:
 - (i) for a purpose other than that indicated by, or reasonably to be inferred from, the Contract, or
 - (ii) in conjunction with any thing not supplied by the Contractor, unless such use was disclosed to the Contractor before the Base Date or is stated in the Contract.

当一方收到某索要，但未在此后 28 天内将其通知另一方，就应认为该方已放弃按本款得到保障的任何权利。

雇主应保障和保护承包人免遭由于下述情况（或以前发生的情况）导致的任何对于声称的侵权的索要：

- (a) 由于承包人遵循合同和图纸或任何变更而必然引起的结果，或者
- (b) 由于雇主使用任何工程引起的结果：
 - (i) 用于合同约定或合理推断以外的目的，或
 - (ii) 与非承包人提供的任何事物联合使用，除非此类使用在基准日期之前已向承包人公开说明或在合同中指出。

The Contractor shall indemnify and hold the Employer harmless against and from any other claim (including legal fees and expenses) alleging an infringement which arises out of or in relation to:

承包人应赔偿雇主，使其免受任何其他索要(包括律师费和费用)的损害，并使其免受任何其他索要(包括律师费和费用)的影响：

- (i) the Contractor’s execution of the Works; or 承包人进行工程；或
- (ii) the use of Contractor’s Equipment. 承包人设备的使用。

If a Party is entitled to be indemnified under this Sub-Clause, the indemnifying Party may (at the indemnifying Party’s cost) assume overall responsibility for negotiating the settlement of the claim, and/or 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 the



Contractor's Personnel or the Employer's Personnel, as the case may be) shall not make any admission which might be prejudicial to the indemnifying Party, unless the indemnifying Party failed to promptly assume overall responsibility for the conduct of any negotiations, litigation or arbitration after being requested to do so by the other Party.

一方若按本款有权得到保障，则保障方可（由其承担费用）负全责通过谈判解决该项所要，和/或可能因此而引起的任何诉讼或仲裁。在保障方提出请求并承担费用时，另一方应在该索要中协助争辩。除非保障方在另一方提出请求后未立即承担进行任何谈判、诉讼或仲裁的全责，这另一方（以及承包人人员或雇主人员，视情况而定）不应作出任何可能损害保障方的退让。

17.4 Indemnities by Contractor 由承包人赔偿

The Contractor shall indemnify and hold harmless the Employer, the Employer's Personnel, and their respective agents, against and from all third party claims, damages, losses and expenses (including legal fees and expenses) in respect of:

承包商应保护雇主、雇主人员及其各自代理人免受以下方面的所有第三方索赔、损害赔偿、损失和开支(包括法律费用和开支)的损害:

- (a) bodily injury, sickness, disease or death of any person whatsoever arising out of or in the course of or by reason of the Contractor's execution of the Works, 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) damage to or loss of any property, real or personal (other than the Works), to the extent that
 - (i) arises out of or in the course of or by reason of the Contractor's execution of the Works, and
 - (ii) is attributable to any negligence, wilful act or breach of the Contract by the Contractor, the Contractor's Personnel, their respective agents, or anyone directly or indirectly employed by any of them.
- (a) 任何因承包人进行工程而引致、正在进行或因承包人进行工程而引致的身体伤害、疾病或死亡，除非可归因于雇主、雇主人员或其任何代理人的疏忽、故意作为或违反合约；及
- (b) 对任何财产、不动产或个人（工程除外）的损害或损失，在此类损害或损失的范围内：
- (i) 由承包人实施工程引起，或由承包人施工引起，以及
 - (ii) 可归因于承包人、承包人人员、其各自代理人或其任何直接或间接雇用的任何疏忽、故意行为或违反合同。

To the extent, if any, that the Contractor is responsible for the design of part of the Permanent Works under Sub-Clause 4.1 [Contractor's General Obligations], and/or any other design under the Contract, the Contractor shall also indemnify and hold harmless the Employer against all acts, errors or omissions by the Contractor in carrying out the Contractor's design obligations that result in the Works (or Section or Part or major item of Plant, if any), when completed, not being fit for the purpose(s) for which they are intended under Sub-Clause 4.1 [Contractor's General Obligations].

如果承包人根据第4.1款[承包人的一般义务]和/或合同规定的任何其他设计负责部分永久工程的设计，承包人还应赔偿承包人在履行承包人设计义务时的一切作为、错误或不作为，并使其无损害，这些行为、错误或不作为导致工程(或部分或装备的任何主要项目，如有)完成



后不适合用于第 4.1 款[承包人的一般义务]所规定的目的。

17.5 Indemnities by Employer 雇主的赔偿

The Employer shall indemnify and hold harmless the Contractor, the Contractor's Personnel, and their respective agents, against and from all third party claims, damages, losses and expenses (including legal fees and expenses) in respect of:

- (a) bodily injury, sickness, disease or death, or loss of or damage to any property other than the Works, 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
- (b) damage to or loss of any property, real or personal (other than the Works), to the extent that such damage or loss arises out of any event described under sub-paragraphs (a) to (f) of Sub-Clause 17.2 [Liability for Care of the Works].

雇主应保护承包人、承包人人员及其各自代理人免受第三方索要、损害、损失和费用（包括法律费用和费用）的损害：

- (a) 因雇主、雇主人员或其任何代理人的疏忽、故意行为或违反合同而造成的身体伤害、疾病、疾病或死亡，或工程以外任何财产的损失或损坏；及
- (b) 任何不动产或个人财产(工程除外)的损坏或损失，但此种损坏或损失是由第 17.22[工程照管责任] (a)至(f)项所述的任何事件造成的。

17.6 Shared Indemnities 赔偿责任的分摊

The Contractor's liability to indemnify the Employer, under Sub-Clause 17.4 [Indemnities by Contractor] and/or under Sub-Clause 17.3 [Intellectual and Industrial Property Rights], shall be reduced proportionately to the extent that any event described under sub-paragraphs (a) to (f) of Sub-Clause 17.2 [Liability for Care of the Works] may have contributed to the said damage, loss or injury.

根据第 17.4 款[承包人的赔偿]和/或第 17.3 款[知识和工业产权]，承包人对雇主的赔偿责任应根据第 17.2 条第(a)至(f)项所述的任何事件可能造成上述损害、损失或伤害程度按比例减少。

Similarly, the Employer's liability to indemnify the Contractor, under Sub-Clause 17.5 [Indemnities by Employer], shall be reduced proportionately to the extent that any event for which the Contractor is responsible under Sub-Clause 17.1 [Responsibility for Care of the Works] and/or under Sub-Clause 17.3 [Intellectual and Industrial Property Rights] may have contributed to the said damage, loss or injury.

同样，根据第 17.5 款[雇主的赔偿]，雇主对承包人的赔偿责任应根据承包人按照第 17.1 款[工程照管责任]和/或第 17.3 款[知识和工业产权]所负责的任何事件可能导致上述损害、损失或伤害的程度按比例减少。

18 Exceptional Events 异常事件

18.1 Exceptional Events 异常事件

“Exceptional Event” means an event or circumstance which:

- (i) is beyond a Party's control;
- (ii) the Party could not reasonably have provided against before entering into the Contract;
- (iii) having arisen, such Party could not reasonably have avoided or overcome; and



(iv) is not substantially attributable to the other Party.

An Exceptional Event may comprise but is not limited to any of the following events or circumstances provided that conditions (i) to (iv) above are satisfied:

- (a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies;
- (b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war;
- (c) riot, commotion or disorder by persons other than the Contractor's Personnel and other employees of the Contractor and Subcontractors;
- (d) strike or lockout not solely involving the Contractor's Personnel and other employees of the Contractor and Subcontractors;
- (e) encountering munitions of war, explosive materials, ionising radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity; or
- (f) natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon.

“异常事件”是指下列事件或情况:

- (i) 非当事方所能够控制的;
- (ii) 当事人订立合同前未能合理预见的;
- (iii) 如有发生, 则该方不可能合理地避免或克服; 及
- (a) 异常事件可包括但不限于下列任何事件或情况, 但须符合以上(i) 至 (iv))至的条件:
- (b) 战争、敌对行动(不论是否宣战)、侵略、外敌行为;
- (c) 叛乱、恐怖主义、革命、叛乱、军事或篡夺权力或内战;
- (d) 罢工或停工, 而不只是涉及承包人人员和承包人和分包商的其他雇员;
- (e) 遭遇战争弹药、爆炸材料、电离辐射或无线电活动污染, 但可归因于承包人使用此类弹药、爆炸物、辐射或无线电活动的除外; 或
- (f) 自然灾害, 如地震、海啸、火山活动、飓风或台风。

18.2 Notice of an Exceptional Event 异常事件的通知

If a Party is or will be prevented from performing any obligations under the Contract due to an Exceptional Event (the “affected Party” in this Clause), then the affected Party shall give a Notice to the other Party of such an Exceptional Event, and shall specify the obligations, the performance of which is or will be prevented (the “prevented obligations” in this Clause).

如果一方当事人因异常事件(本条款中的“受影响方”)而无法或将无法履行合同规定的任何义务, 则受影响方应向另一方发出此种异常事件的通知, 并应具体说明其履行或将被阻止履行的义务(本条款中的“防止的义务”)。

This Notice shall be given within 14 days after the affected Party became aware, or should have become aware, of the Exceptional Event, and the affected Party shall then be excused performance of the prevented obligations from the date such performance is prevented by the Exceptional Event. If this Notice is received by the other Party after this period of 14 days, the affected Party shall be excused performance of the prevented obligations only from the date on which this Notice is received by the other Party.

本通知应在受影响方知道或应知道到该特殊事件后 14 天内发出, 然后, 受影响方应从异常事件阻止履行此种义务之日起免除履行此种义务的义务。如果另一方在 14 天后收到本通知, 则受影响方应仅从另一方收到本通知之日起免除履行不履行义务的义务。

Thereafter, the affected Party shall be excused performance of the prevented obligations for so long as such Exceptional Event prevents the affected Party from performing them. Other than performance of the prevented obligations, the affected Party shall not be excused performance of all other obligations under the Contract.

However, the obligations of either Party to make payments due to the other Party under the Contract shall not be excused by an Exceptional Event.

此后,受影响方应在这种异常事件妨碍受影响方履行义务的情况下,免除履行所妨碍的义务。除履行不履行的义务外,不得免除受影响方履行合同规定的所有其他义务。但是,任何一方根据合同向另一方支付款项的义务,不得因异常情况而免除。

18.3 Duty to Minimise Delay 尽量减少延误的责任

Each Party shall at all times use all reasonable endeavours to minimise any delay in the performance of the Contract as a result of an Exceptional Event.

If the Exceptional Event has a continuing effect, the affected Party shall give further Notices describing the effect every 28 days after giving the first Notice under Sub-Clause 18.2 [Notice of an Exceptional Event].

The affected Party shall immediately give a Notice to the other Party when the affected Party ceases to be affected by the Exceptional Event. If the affected Party fails to do so, the other Party may give a Notice to the affected Party stating that the other Party considers that the affected Party's performance is no longer prevented by the Exceptional Event, with reasons.

各方应在任何时候尽一切合理努力,尽量减少因异常事件而造成的合同履行中的任何延误。如果异常事件具有持续影响,受影响方应在根据第 18.2 款[异常事件的通知]发出第一次通知后每 28 天再发出一次说明该效果的通知。

当受影响方不再受异常事件影响时,受影响方应立即向另一方发出通知。如果受影响方没有这样做,另一方可向受影响方发出通知,说明认为受影响方的履约不再因异常事件而受到阻碍,并附理由。

18.4 Consequences of an Exceptional Event 异常事件的后果

If the Contractor is the affected Party and suffers delay and/or incurs Cost by reason of the Exceptional Event of which he/she gave a Notice under Sub-Clause 18.2 [Notice of an Exceptional Event], the Contractor shall be entitled subject to Sub-Clause 20.2 [Claims For Payment and/or EOT] to:

- (a) EOT; and/or
- (b) if the Exceptional Event is of the kind described in sub-paragraphs (a) to (e) of Sub-Clause 18.1 [Exceptional Events] and, in the case of sub-paragraphs (b) to (e) of that Sub-Clause, occurs in the Country, payment of such Cost.

如果承包人是受影响方,并因其根据第 18.2 款[异常事件的通知]发出通知的异常事件而受到拖延和/或引起费用,承包人应有权依据第 20.2 款[付款和/或工期索要]:

- (a) 工期索要; 及/或
- (b) 如该异常事件属第 18.1 款[异常事件] (a) 至 (e) 所规定的性质,而且属于(b) 至 (e) 的情况,则该等费用在该国发生。

18.5 Optional Termination 选择终止

If the execution of substantially all the Works in progress is prevented for a continuous period of



84 days by reason of an Exceptional Event of which Notice has been given under Sub-Clause 18.2 [Notice of an Exceptional Event], or for multiple periods which total more than 140 days due to the same Exceptional Event, then either Party may give to the other Party a Notice of termination of the Contract.

In this event, the date of termination shall be the date 7 days after the Notice is received by the other Party, and the Contractor shall proceed in accordance with Sub-Clause 16.3 [Contractor's Obligations After Termination].

After the date of termination the Contractor shall, as soon as practicable, submit detailed supporting particulars (as reasonably required by the Engineer) of the value of the work done, which shall include:

如果由于根据第 18.2 款[异常事件通知]已发出通知的异常事件而连续 84 天无法执行所有正在进行的工程,或由于同一异常事件而导致超过 140 天的多个期间,则任何一方可向另一方发出终止合同的通知。

在这种情况下,终止日期应为另一方收到通知后 7 天,承包人应按照第 16.3 款[合同终止后的义务]行事。

在终止之日后,承包人应在切实可行范围内尽快提交(工程师合理要求的)所做工作价值的详细证明资料,其中应包括:

- (a) the amounts payable for any work carried out for which a price is stated in the Contract;
- (b) 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) any other Cost or liability which in the circumstances was reasonably incurred by the Contractor in the expectation of completing the Works;
- (d) the Cost of removal of Temporary Works and Contractor's Equipment from the Site and the return of these items to the Contractor's place of business in the Contractor's country (or to any other destination(s) at no greater cost); and
- (e) the Cost of repatriation of the Contractor's staff and labour employed wholly in connection with the Works at the date of termination.

- (a) 合同中规定价格的任何工程的应付金额;
- (b) 为已交付承包人或承包人有责任接受交付的工程而订购的设备和材料的费用。该设备和材料在雇主支付费用时应成为雇主的财产(并由雇主承担风险),承包人应将其交给雇主支配;
- (c) 在这种情况下承包人为完成工程而合理地承担的任何其他费用或责任;
- (d) 将临时工程和承包人设备运出现场的费用,以及将这些物品退回承包人所在国的营业地(或任何其他目的地)的费用;以及
- (e) 在终止之日完全与工程有关的承包人工作人员和劳力的遣返费用。

The Engineer shall then proceed under Sub-Clause 3.7 [Agreement or Determination] to agree or determine the value of work done (and, for the purpose of Sub-Clause 3.7.3 [Time limits], the date the Engineer receives the Contractor's particulars under this Sub-Clause shall be the date of commencement of the time limit for agreement under Sub-Clause 3.7.3).

The Engineer shall issue a Payment Certificate, under Sub-Clause 14.6 [Issue of IPC], for the



amount so agreed or determined, without the need for the Contractor to submit a Statement.

工程师随后应根据第 3.7 款[商定或决定]同意或确定所做工程的价值(就第 3.7.3 款[时限]而言, 工程师根据本条收到承包人的详细资料的日期应为根据第 3.7.3 条达成协议的时限的开始日期)。

工程师应根据第 14.6 款[签发支付证书]签发付款证书, 以支付如此商定或确定的金额, 而不需要承包人提交报表。

18.6 Release from Performance under the Law 按照法律规定不再承担履行义务

In addition to any other provision of this Clause, if any event arises outside the control of the Parties (including, but not limited to, an Exceptional Event) which:

(a) makes it impossible or unlawful for either Party or both Parties to fulfil their contractual obligations; or

(b) under the law governing the Contract, entitles the Parties to be released from further performance of the Contract, and if the Parties are unable to agree on an amendment to the Contract that would permit the continued performance of the Contract, then after either Party gives a Notice to the other Party of such event:

(i) the Parties shall be discharged from further performance, and without prejudice to the rights of either Party in respect of any previous breach of the Contract; and

(ii) the amount payable by the Employer to the Contractor shall be the same as would have been payable under Sub-Clause 18.5 [Optional Termination], and such amount shall be certified by the Engineer, as if the Contract had been terminated under that Sub-Clause.

除本条款的任何其他规定外, 如果任何事件发生在当事方控制范围之外(包括但不限于异常事件), 则:

(a) 使任何一方或双方都不可能或不合法地履行其合同义务; 或

(b) 根据管辖合同的法律, 当事人有权免于继续履行合同, 如果双方无法就继续履行合同的变更达成一致, 则在任何一方向另一方发出通知后:

(i) 双方应解除继续履行义务, 并在不损害任何一方就任何先前违反合同的权利的情况下; 和

(ii) 雇主应支付给承包人的金额应与根据第 18.5 款[选择终止]应支付的金额相同, 这一金额应由工程师证明, 就好像合同已根据该条终止一样。

19 Insurance 保险

19.1 General Requirements 一般要求

Without limiting either Party's obligations or responsibilities under the Contract, the Contractor shall effect and maintain all insurances for which the Contractor is responsible with insurers and in terms, both of which shall be subject to consent by the Employer. These terms shall be consistent with terms (if any) agreed by both Parties before the date of the Letter of Acceptance.

在不限制任何一方本合同义务或责任的条件下, 承包人应按雇主应允的条款从其应允的保险人处取得由其负责的所有各项保险。这些条款应同签署合同协议书日前双方可能商定的条款一致。

The insurances required to be provided under this Clause are the minimum required by the Employer, and the Contractor may, at the Contractor's own cost, add such other insurances that the Contractor may deem prudent.



根据本条款规定提供的保险是雇主所要求的最低保险, 承包人可自费增加承包人认为谨慎的其他保险。

Whenever required by the Employer, the Contractor shall produce the insurance policies which the Contractor is required to effect under the Contract. As each premium is paid, the Contractor shall promptly submit either a copy of each receipt of payment to the Employer (with a copy to the Engineer), or confirmation from the insurers that the premium has been paid.

当雇主要求时, 承包人应出示承包人根据合同要求投保的保险单。每次支付保险费时, 承包人应立即向雇主提交一份每次付款收据的副本(向工程师提交一份副本), 或从保险公司确认已支付保险费。

If the Contractor fails to effect and keep in force any of the insurances required under Sub-Clause 19.2 [Insurances to be provided by the Contractor] then, and in any such case, the Employer may effect and keep in force such insurances and pay any premium as may be necessary and recover the same from the Contractor from time to time by deducting the amount(s) so paid from any moneys due to the Contractor or otherwise recover the same as a debt from the Contractor. The provisions of Clause 20 [Employer's and Contractor's Claims] shall not apply to this Sub-Clause. 如承包人未能投保及维持根据第 19.2 款[由承包人提供的保险]规定的任何保险, 则在任何该等情况下, 雇主可投及维持该等保险, 并缴付所需的任何保费, 并随时向承包人追讨如此缴付的款项, 以扣除欠承包人的款项, 或以其他方式向承包人追讨与债项相同的款额。第 20 款[雇主和承包人的索要]的规定不适用于本款。

If either the Contractor or the Employer fails to comply with any condition of the insurances effected under the Contract, the Party so failing to comply shall indemnify the other Party against all direct losses and claims (including legal fees and expenses) arising from such failure.

如果承包人或雇主没有遵守根据合同订立的保险的任何条件, 违约方应赔偿对方因不履行合同而造成的所有直接损失和索要(包括法律费用和其他开支)。

The Contractor shall also be responsible for the following:

- (a) notifying the insurers of any changes in the nature, extent or programme for the execution of the Works; and
- (b) the adequacy and validity of the insurances in accordance with the Contract at all times during the performance of the Contract.

The permitted deductible limits allowed in any policy shall not exceed the amounts stated in the Contract Data (if not stated, the amounts agreed with the Employer).

Where there is a shared liability the loss shall be borne by each Party in proportion to each Party's liability, provided the non-recovery from insurers has not been caused by a breach of this Clause by the Contractor or the Employer. In the event that non-recovery from insurers has been caused by such a breach, the defaulting Party shall bear the loss suffered.

承包人还应负责下列事项:

- (a) 将进行工程的性质、范围或计划的任何变更通知保险人; 及
- (b) 在合同履行期间的所有时间, 依据合同办理的保险的充分性和有效性。

任何保险单允许的免赔额限额不得超过合同资料中规定的金额(如果没有说明, 则为与雇主商定的金额)。



如果有共同的责任, 损失应由各方按给自责任的比例承担, 前提是保险公司的不赔偿不是由于承包商或业主违反本条款造成的。因违约造成保险人无法追偿的, 由违约方承担损失。

19.2 Insurance to be provided by the Contractor 承包人投保

The Contractor shall provide the following insurances: 承包人应为如下各项投保:

19.2.1 The Works 本工程

The Contractor shall insure and keep insured in the joint names of the Contractor and the Employer from the Commencement Date until the date of the issue of the Taking-Over Certificate for the Works:

承包人应在开工日期之前以承包人和雇主的名义投保并保持有效性, 直至工程完工证书颁发日期:

(a) the Works and Contractor's Documents, together with Materials and Plant for incorporation in the Works, for their full replacement value.

(a) 本工程和承包人文件, 连同用于工程中的材料和装备, 按其全部替换价值计算。

The insurance cover shall extend to include loss and damage of any part of the Works as a consequence of failure of elements defectively designed or constructed with defective material or workmanship; and

保险额还应足以抵补本工程任何部分因设计或施工使用了有缺陷的材料或工艺而使设计或施工不当的组件失效造成的损失与损坏; 以及

(b) an additional amount of fifteen percent (15%) of such replacement value (or such other amount as may be specified in the Contract Data) to cover any additional costs incidental to the rectification of loss or damage, including professional fees and the cost of demolition and removal of debris.

增加 15% 的重置价值(或合同资料中可能规定的其他数额), 以支付修补损失或损坏所附带的任何额外费用, 包括专业费用以及拆除和清除垃圾的费用。

The insurance cover shall cover the Employer and the Contractor against all loss or damage from whatever cause arising until the issue of the Taking-Over Certificate for the Works. Thereafter, the insurance shall continue until the date of the issue of the Performance Certificate in respect of any incomplete work for loss or damage arising from any cause occurring before the date of the issue of the Taking-Over Certificate for the Works, and for any loss or damage occasioned by the Contractor in the course of any operation carried out by the Contractor for the purpose of complying with the Contractor's obligations under Clause 11 [Defects after Taking Over] and Clause 12 [Tests after Completion].

保险额应足以使雇主和承包人防备颁发本工程接收证书之前因各种原因造成的所有损失或损害。此后, 任何未完工作在办法本工程接收证书前任何原因造成的损失和损害, 以及承包人在为遵守第 11 条【接收后缺陷】和第 12 条【完工后检验】中的义务而进行的任何作业过程中引起的任何损失或损坏的保险应继续到颁发完工证书之日。

However, the insurance cover provided by the Contractor for the Works may exclude any of the following:



- (i) the cost of making good any part of the Works which is defective (including defective material and workmanship) or otherwise does not comply with the Contract, provided that it does not exclude the cost of making good any loss or damage to any other part of the Works attributable to such defect or non-compliance;
 - (ii) indirect or consequential loss or damage including any reductions in the Contract Price for delay;
 - (iii) wear and tear, shortages and pilferages; and
 - (iv) unless otherwise stated in the Contract Data, the risks arising from Exceptional Events.
- 但是，承包人为工程提供的保险可以不包括下列任何一项：
- (i) 弥补工程中有缺陷(包括材料和工艺缺陷)或其他不符合合同的任何部分的费用，但不排除因该缺陷或不遵守合同而造成的任何其他部分的损失或损坏的费用；
 - (ii) 间接或间接损失或损害，包括任何延迟合同价格的降低；
 - (iii) 磨损、短缺和偷窃；以及
 - (iv) 除非合同资料另有说明，异常事件所产生的风险。

19.2.2 Goods 货物

The Contractor shall insure, in the joint names of the Contractor and the Employer, the Goods and other things brought to Site by the Contractor to the extent specified and/or amount stated in the Contract Data (if not specified or stated, for their full replacement value including delivery to Site).

The Contractor shall maintain this insurance from the time the Goods are delivered to the Site until they are no longer required for the Works.

承包人应以承包人和雇主的名义，在合同资料中规定的范围和金额内，为承包人带到现场的货物和其他物品投保（如果没有规定或说明，则为其全部重置价值，包括交付到现场）。承包人应将保险的有效从货物交付到现场之时起，直到不再需要用于工程。

19.2.3 Liability for breach of professional duty 违反专业职责的责任

To the extent, if any, that the Contractor is responsible for the design of part of the Permanent Works under Sub-Clause 4.1 [Contractor's General Obligations], and/or any other design under the Contract, and consistent with the indemnities specified in Clause 17 [Care of the Works and Indemnities]:

如承包人根据第 4.1 款[承包人的一般义务]和/或合同规定的任何其他设计负责部分永久工程的设计，并符合第 17 款[对工程和赔偿的照顾]中规定的赔偿：

- (a) the Contractor shall effect and maintain professional indemnity insurance against liability arising out of any act, error or omission by the Contractor in carrying out the Contractor's design obligations in an amount not less than that stated in the Contract Data (if not stated, the amount agreed with the Employer); and
- 承包人应办理专业赔偿保险并保持其有效性，防止承包人在履行承包人设计义务时的任何作为、错误或不作为所产生的责任，数额不少于合同资料中所规定的数额(如果无说明，则为与雇主商定的金额)；
- (b) if stated in the Contract Data, such professional indemnity insurance shall also indemnify the Contractor against liability arising out of any act, error or omission by the Contractor in carrying

out the Contractor's design obligations under the Contract that results in the Works (or Section or Part or major item of Plant, if any), when completed, not being fit for the purpose(s) for which they are intended under Sub-Clause 4.1 [Contractor's General Obligations].

The Contractor shall maintain this insurance for the period specified in the Contract Data.

如果合同资料中有说明, 该专业赔偿保险还应赔偿承包人因其在履行合同规定的任何行为、错误或不作为而产生的责任, 这些行为、错误或不作为导致工程(或部分或主要装备, 如有)竣工后不适合于第 4.1 款[承包人的一般义务]所指的目的。

承包人应在合同资料中规定的期限内保持此保险的有效性。

19.2.4 Injury to persons and damage to property 人员伤亡和财产损失

The Contractor shall insure, in the joint names of the Contractor and the Employer, against liabilities for death or injury to any person, or loss of or damage to any property (other than the Works) arising out of the performance of the Contract and occurring before the issue of the Performance Certificate, other than loss or damage caused by an Exceptional Event.

The insurance policy shall include a cross liability clause such that the insurance shall apply to the Contractor and the Employer as separate insureds.

Such insurance shall be effected before the Contractor begins any work on the Site and shall remain in force until the issue of the Performance Certificate and shall be for not less than the amount stated in the Contract Data (if not stated, the amount agreed with the Employer).

承包人应以承包人和雇主的名义, 为因履行合同而造成并在发出完工证书之前发生的任何人员伤亡或任何财产(工程除外)的损失或损害承担赔偿责任, 但异常事件造成的损失或损害除外。

保险单应包括一项交叉责任条款, 使保险适用于承包人和雇主作为单独的被保险人。

这种保险应在承包人开始在现场进行任何工程之前进行, 并应在发出完工证书之前保持有效, 并应不少于合同资料中所述数额(如果没有说明, 则为与雇主商定的金额)。

19.2.5 Injury to employees 雇员受伤

The Contractor shall effect and maintain insurance against liability for claims, damages, losses and expenses (including legal fees and expenses) arising out of the execution of the Works in respect of injury, sickness, disease or death of any person employed by the Contractor or any of the Contractor's other personnel.

The Employer and the Engineer 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.

The insurance shall be maintained in full force and effect during the whole time that the Contractor's Personnel are assisting in the execution of the Works. For any person employed by a Subcontractor, the insurance may be effected by the Subcontractor, but the Contractor shall be responsible for the Subcontractor's compliance with this Sub-Clause.

承包人应对因承包人雇佣的人员或承包人的任何其他人员在实施工程过程中的受伤、疾病或死亡所引起的索要、损害、损失和费用(包括法律费用和费用)承担责任, 并保持保险的有效性。

雇主和工程师也应依据保险单得到赔偿, 但该保险不包括雇主或雇主人员的任何行为或疏忽引起的雇主和工程师也应在保险政策下得到赔偿, 但该保险可将损失和索要排除在雇主或雇主人员的任何行为或疏忽引起的损失和索要。

保险应在承包人人员协助实施工程的整个时间内保持有效。对于任何受雇于分包商的人，保险可由分包商负责，但承包人应负责分包商遵守分包条款。

19.2.6 Other insurances required by Laws and by local practice

法律和当地惯例要求的其他保险

The Contractor shall provide all other insurances required by the Laws of the countries where (any part of) the Works are being carried out, at the Contractor's own cost.

Other insurances required by local practice (if any) shall be detailed in the Contract Data and the Contractor shall provide such insurances in compliance with the details given, at the Contractor's own cost.

承包人应按工程所在国家（工程的任何部分）法律所要求办理所有其他保险，费用由承包人自行承担。

当地惯例所要求的其他保险(如有)应在合同资料中详细说明，承包人应按照所提供的具体资料提供此类保险，并由承包人自行承担费用。

20 Employer's and Contractor's Claims 雇主和承包人的索要

20.1 Claims 索要

A Claim may arise: 可能会出现下列索要：

(a) if the Employer considers that the Employer is entitled to any additional payment from the Contractor (or reduction in the Contract Price) and/ or to an extension of the DNP;

(b) if the Contractor considers that the Contractor is entitled to any additional payment from the Employer and/or to EOT; or

(c) if either Party considers that he/she is entitled to another entitlement or relief against the other Party. Such other entitlement or relief may be of any kind whatsoever (including in connection with any certificate, determination, instruction, Notice, opinion or valuation of the Engineer) except to the extent that it involves any entitlement referred to in sub-paragraphs (a) and/or (b) above.

(a) 如果雇主认为其有权获得承包人的任何额外付款(或降低合同价格)和(或)延长缺陷通知期；

(b) 如果承包人认为其有权从雇主和/或工期索要获得任何额外付款；或。

(c) 如果任何一方认为其有权获得对另一方的其他权利或救济。该其他权利或救济可属任何种类的权利(包括与工程师的任何证明书、决定、指示、通知、意见或估价有关的权利)，但如涉及上条(a)及/或(b)所提述的任何权利，则属例外。

In the case of a Claim under sub-paragraph (a) or (b) above, Sub-Clause 20.2 [Claims For Payment and/or EOT] shall apply.

In the case of a Claim under sub-paragraph (c) above, where the other Party or the Engineer has disagreed with the requested entitlement or relief (or is deemed to have disagreed if he/she does not respond within a reasonable time), a Dispute shall not be deemed to have arisen but the claiming Party may, by giving a Notice refer the Claim to the Engineer and Sub-Clause 3.7 [Agreement or Determination] shall apply. This Notice shall be given as soon as practicable after the claiming Party becomes aware of the disagreement (or deemed disagreement) and include details of the claiming Party's case and the other Party's or the Engineer's disagreement (or deemed disagreement).

如属根据上条(a)或(b)项提出的索要, 则适用第 20.2 款[付款和/或工期索要]。

对于根据上条(c)提出的索要, 如果另一方或工程师不同意所要求的权利或救济(或如果他/她在合理时间内未作出答复, 则被视为不同意), 争议不应被视为已产生, 但索要方可通过发出通知将索要提交工程师, 并适用第 3.7 款[商定或决定]。本通知应在索要方知道到不同意(或被视为不同意)并包括索要方的案情和另一方或工程师的不同意(或视为不同意)的具体情况后, 在切实可行的范围内尽快发出。

20.2 Claims For Payment and/or EOT 对费用支付和/或工期的索要

If either Party considers that he/she is entitled to any additional payment by the other Party (or, in the case of the Employer, a reduction in the Contract Price) and/or to EOT (in the case of the Contractor) or an extension of the DNP (in the case of the Employer) under any Clause of these Conditions or otherwise in connection with the Contract, the following Claim procedure shall apply:

如果任何一方认为其有权根据这些条件的任何条款或与合同有关的其他约定, 获得另一方的任何额外付款(或就雇主而言, 合同价格的降低)和(或)工期索要(就承包人而言)或延长缺陷通知期(就雇主而言), 则应适用下列索要程序:

20.2.1 Notice of Claim 索要通知

The claiming Party shall give a Notice to the Engineer, describing the event or circumstance giving rise to the cost, loss, delay or extension of DNP for which the Claim is made as soon as practicable, and no later than 28 days after the claiming Party became aware, or should have become aware, of the event or circumstance (the “Notice of Claim” in these Conditions).

索要方应尽快向工程师发出通知, 说明引起缺陷通知期的费用、损失、延误或延期的事件或情况, 为此尽快予以索要。在其知道或应已知道事件或情况后 28 天内提出索要(在这些情况下的“索要通知”)。

If the claiming Party fails to give a Notice of Claim within this period of 28 days, the claiming Party shall not be entitled to any additional payment, the Contract Price shall not be reduced (in the case of the Employer as the claiming Party), the Time for Completion (in the case of the Contractor as the claiming Party) or the DNP (in the case of the Employer as the claiming Party) shall not be extended, and the other Party shall be discharged from any liability in connection with the event or circumstance giving rise to the Claim.

如果索要方未能在 28 天内发出索要通知, 则索要方无权获得任何额外付款, 合同价格不应降低(如果雇主是索要方)、完成时间(承包人为索要方)或缺陷通知期(雇主作为索要方)不得延长, 而另一方应免除与引起索要的事件或情况有关的任何责任。

20.2.2 Engineer's initial response 工程师的初步回复

If the Engineer considers that the claiming Party has failed to give the Notice of Claim within the period of 28 days under Sub-Clause 20.2.1 [Notice of Claim] the Engineer shall, within 14 days after receiving the Notice of Claim, give a Notice to the claiming Party accordingly (with reasons).

如果工程师认为索要方没有根据第 20.2.1 款[索要通知]规定的 28 天期限内发出索要通知, 工程师应在收到索要通知后 14 天内相应地(附理由)向索要方发出通知。



If the Engineer does not give such a Notice within this period of 14 days, the Notice of Claim shall be deemed to be a valid Notice. If the other Party disagrees with such deemed valid Notice of Claim the other Party shall give a Notice to the Engineer which shall include details of the disagreement. Thereafter, the agreement or determination of the Claim under Sub-Clause 20.2.5 [Agreement or determination of the Claim] shall include a review by the Engineer of such disagreement.

如果工程师在这 14 天的期限内没有发出这样的通知，则索要通知应被视为有效的通知。如果另一方不同意这种被认为有效的索要通知，另一方应向工程师发出通知，其中应包括不同意的具体意见。此后，根据第 20.2.5 款[索要的商定或决定]对索要的商定或决定应包括工程师对这种分歧的审查。

If the claiming Party receives a Notice from the Engineer under this Sub-Clause and disagrees with the Engineer or considers there are circumstances which justify late submission of the Notice of Claim, the claiming Party shall include in its fully detailed Claim under Sub-Clause 20.2.4 [Fully detailed claim] details of such disagreement or why such late submission is justified (as the case may be).

如果索要方收到工程师根据本款发出的通知，并不同意工程师的意见，或认为有情况证明有理由迟交索要通知，则索要方应在其根据第 20.2.4 款款[充分详细的索要]提出的全部详细索要中列入这种分歧的细节，或说明逾期提交索要原因是合理的(视情况)。

20.2.2 Contemporary records 同期记录

In this Sub-Clause 20.2, “contemporary records” means records that are prepared or generated at the same time, or immediately after, the event or circumstance giving rise to the Claim.

The claiming Party shall keep such contemporary records as may be necessary to substantiate the Claim.

在本第 20.2 条中，“同期记录”是指同时或立即在引起索要的事件或情况之后同时编制或生成的记录。

索要方应保存必要的同期记录，以证实索要。

Without admitting the Employer’s liability, the Engineer may monitor the Contractor’s contemporary records and/or instruct the Contractor to keep additional contemporary records. The Contractor shall permit the Engineer to inspect all these records during normal working hours (or at other times agreed by the Contractor), and shall if instructed submit copies to the Engineer. Such monitoring, inspection or instruction (if any) by the Engineer shall not imply acceptance of the accuracy or completeness of the Contractor’s contemporary records.

在尚未确认雇主的责任的情况下，工程师可以监督承包人的同期记录和/或指示承包人保存更多的同期记录。承包人应允许工程师在正常工作时间(或承包人同意的其他时间)检查所有这些记录，并应在接到指示时向工程师提交副本。工程师的这种监督、检查或指示(如有)并不应意味着接受承包人同期记录的准确性或完整性。

20.2.4 Fully detailed Claim 充分详细的索要

In this Sub-Clause 20.2, “fully detailed Claim” means a submission which includes:

- (a) a detailed description of the event or circumstance giving rise to the Claim;
- (b) a statement of the contractual and/or other legal basis of the Claim;

- (c) all contemporary records on which the claiming Party relies; and
- (d) detailed supporting particulars of the amount of additional payment claimed (or amount of reduction of the Contract Price in the case of the Employer as the claiming Party), and/or EOT claimed (in the case of the Contractor) or extension of the DNP claimed (in the case of the Employer).

在本款第 20.2 条中,“充分详细的索要”是指包括提交下列材料:

- (a) 对引起索要的事件或情况的详细描述;
- (b) 关于索要的合同和/或其他法律依据的说明;
- (c) 索要方所依据的全部同期记录; 和
- (d) 额外付款索要金额(或雇主作为索要方的合同价格减少金额)和/或索要的工期索要 (承包人的索要)或索要缺陷通知期的延期(雇主的索要) 的详细支持资料。

Within either: 以下之一:

- (i) 84 days after the claiming Party became aware, or should have become aware, of the event or circumstance giving rise to the Claim, or
 - (ii) such other period (if any) as may be proposed by the claiming Party and agreed by the Engineer the claiming Party shall submit to the Engineer a fully detailed Claim.
- (i) 在索要方知悉或本应知悉引起索要的事件或情况后 84 天, 或
- (ii) 由索要方提出并经工程师同意的其他期间(如有), 索要方须向工程师提交一份完整的详细索要材料。

If within this time limit the claiming Party fails to submit the statement under sub-paragraph (b) above, the Notice of Claim shall be deemed to have lapsed, it shall no longer be considered as a valid Notice, and the Engineer shall, within 14 days after this time limit has expired, give a Notice to the claiming Party accordingly.

如果索要方在此期限内未提交上条(b) 规定的陈述, 则索要通知应视为已失效, 不再被视为有效通知, 工程师应在此时限届满后 14 天内相应地向索要方发出通知。

If the Engineer does not give such a Notice within this period of 14 days, the Notice of Claim shall be deemed to be a valid Notice. If the other Party disagrees with such deemed valid Notice of Claim the other Party shall give a Notice to the Engineer which shall include details of the disagreement. Thereafter, the agreement or determination of the Claim under Sub-Clause 20.2.5 [Agreement or determination of the Claim] shall include a review by the Engineer of such disagreement.

如果工程师在这 14 天的期限内没有发出这样的通知, 则索要通知应被视为有效的通知。如果另一方不同意这种被认为有效的索要通知, 另一方应向工程师发出通知, 其中应包括不同意的详细资料。此后, 根据第 20.2.5 条款[对索要的商议或确定]对索要的协议或决定应包括工程师对这种分歧的审查。

If the claiming Party receives a Notice from the Engineer under this Sub-Clause 20.2.4 and if the claiming Party disagrees with such Notice or considers there are circumstances which justify late submission of the statement under sub-paragraph (b) above, the fully detailed claim shall include details of the claiming Party's disagreement or why such late submission is justified (as the case may be).

If the event or circumstance giving rise to the Claim has a continuing effect, Sub-Clause 20.2.6 [Claims of continuing effect] shall apply.

如果索要方收到工程师根据本款第 20.2.4 条发出的通知, 如果索要方不同意这一通知, 或认为有情况证明有理由迟交上条(B)项下的陈述, 则完整详细的索要应包括索要方不同意的详细材料或延迟提交的理由(视情况而定)。

如果引起索要的事件或情况具有持续影响, 则适用第 20.2.6 款[持续影响索要]。

20.2.5 Agreement or determination of the Claim 同意或确定索要

After receiving a fully detailed Claim either under Sub-Clause 20.2.4 [Fully detailed Claim], or an interim or final fully detailed Claim (as the case may be) under Sub-Clause 20.2.6 [Claims of continuing effect], the Engineer shall proceed under Sub-Clause 3.7 [Agreement or Determination] to agree or determine:

在根据第 20.2.4 款[充分详细的索要]或第 20.2.6 款[继续影响的索要]的规定接收到充分详细的索要后, 工程师应按照第 3.7 款[商定或决定]的规定进行同意或确定:

- (a) the additional payment (if any) to which the claiming Party is entitled or the reduction of the Contract Price (in the case of the Employer as the claiming Party); and/or
- (b) the extension (if any) of the Time for Completion (before or after its expiry) under Sub-Clause 8.5 [Extension of Time for Completion] (in the case of the Contractor as the claiming Party), or the extension (if any) of the DNP (before its expiry) under Sub-Clause 11.3 [Extension of Defects Notification Period] (in the case of the Employer as the claiming Party), to which the claiming Party is entitled under the Contract.

(a) 索要方有权获得的额外付款(如有), 或降低合同价格(如雇主作为索要方); 和/或

(b) 根据第 8.5 款[延长竣工时间] (如果承包人作为索要方) 延长竣工时间 (如有) (在其到期之前), 或根据第 11.3 款[延长缺陷通知期] (雇主作为索要方) 延长缺陷通知期 (如有)。

If the Engineer has given a Notice under Sub-Clause 20.2.2 [Engineer's initial response] and/or under Sub-Clause 20.2.4 [Fully detailed Claim], the Claim shall nevertheless be agreed or determined in accordance with this Sub-Clause 20.2.5. The agreement or determination of the Claim shall include whether or not the Notice of Claim shall be treated as a valid Notice taking account of the details (if any) included in the fully detailed claim of the claiming Party's disagreement with such Notice(s) or why late submission is justified (as the case may be). The circumstances which may be taken into account (but shall not be binding) may include:

如果工程师已根据第 20.2.2 款[工程师的初步答复]和/或根据第 20.2.4 款[充分详细的索要]发出通知, 则索要仍应按照第 20.2.5 条的规定予以同意或确定。对索要的商定或决定应包括是否应将索要通知视为有效通知, 同时考虑到索要方不同意该通知的具体要求(如有), 或迟交索要资料的理由(视情况)。可以考虑的情况(但不具约束力)包括如下:

- whether or to what extent the other Party would be prejudiced by acceptance of the late submission;
- in the case of the time limit under Sub-Clause 20.2.1 [Notice of Claim], any evidence of the other Party's prior knowledge of the event or circumstance giving rise to the Claim, which the claiming Party may include in its supporting particulars; and/or
- in the case of the time limit under Sub-Clause 20.2.4 [Fully detailed Claim], any evidence of

the other Party's prior knowledge of the contractual and/or other legal basis of the Claim, which the claiming Party may include in its supporting particulars.

另一方是否或在多大程度上因接受迟交的索要资料而受到损害；

在根据第 20.2.1 款[索要通知]规定的时限的情况下，另一方对此前所知道的导致索要的事件或情况的任何证据都应包括在其支持的详细资料中；和/或

就第 20.2.4 款[充分详细的索要]而言，另一方任何事先知道的索要的合同和/或其他法律依据的证据，索要方可在其佐证详细资料中包括这些证据。

If, having received the fully detailed Claim under Sub-Clause 20.2.4 [Fully detailed Claim], or in the case of a Claim under Sub-Clause 20.2.6 [Claims of continuing effect] an interim or final fully detailed Claim (as the case may be), the Engineer requires necessary additional particulars:

如果收到了根据第 20.2.4 款[充分详细的索要]的充分详细的索要，或者在根据第 20.2.6 款[持续影响的索要]的索要的情况下，工程师需要一份临时或最终的充分详细的索要（视情况），工程师需提供必要的附加详情：

(i) he/she shall promptly give a Notice to the claiming Party, describing the additional particulars and the reasons for requiring them;

(ii) he/she shall nevertheless give his/her response on the contractual or other legal basis of the Claim, by giving a Notice to the claiming Party, within the time limit for agreement under Sub-Clause 3.7.3 [Time limits];

(iii) as soon as practicable after receiving the Notice under sub-paragraph (i) above, the claiming Party shall submit the additional particulars; and

(iv) the Engineer shall then proceed under Sub-Clause 3.7 [Agreement or Determination] to agree or determine the matters under sub-paragraphs (a) and/or (b) above (and, for the purpose of Sub-Clause 3.7.3 [Time limits], the date the Engineer receives the additional particulars from the claiming Party shall be the date of commencement of the time limit for agreement under Sub-Clause 3.7.3).

(i) 工程师应及时向索要方发出通知，说明其需要的其他详细资料和需要的理由；

(ii) 但是，他/她应在第 3.7.3 款[时限]规定的协商期限内，通过向索要方发出通知，就索要的合同或其他法律依据作出回复；

(iii) 索要方在收到上条第(i)规定的通知后，应尽快提交补充资料；

(iv) 随后，工程师应根据第 3.7 款[商定或决定]的规定，商定或确定上述（a）和/或（b）项下的事项（并且，就第 3.7.3 款[时限]而言，工程师收到索要方的补充的详细资料的日期应为第 3.7.3 款规定的协商期限的开始日期）。

20.2.6 Claims of continuing effect 持续影响的索要

If the event or circumstance giving rise to a Claim under this Sub-Clause 20.2 has a continuing effect:

如果根据第 20.2 条引起索要的事件或情况具有持续效力：

(a) the fully detailed Claim submitted under Sub-Clause 20.2.4 [Fully detailed Claim] shall be considered as interim;

(b) in respect of this first interim fully detailed Claim, the Engineer shall give his/her response on the contractual or other legal basis of the Claim, by giving a Notice to the claiming Party,

within the time limit for agreement under Sub-Clause 3.7.3 [Time limits];

(c) after submitting the first interim fully detailed Claim the claiming Party shall submit further interim fully detailed Claims at monthly intervals, giving the accumulated amount of additional payment claimed (or the reduction of the Contract Price, in the case of the Employer as the claiming Party), and/or extension of time claimed (in the case of the Contractor as the claiming Party) or extension of the DNP (in the case of the Employer as the claiming Party); and

(d) the claiming Party shall submit a final fully detailed 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 claiming Party and agreed by the Engineer. This final fully detailed Claim shall give the total amount of additional payment claimed (or the reduction of the Contract Price, in the case of the Employer as the claiming Party), and/or extension of time claimed (in the case of the Contractor as the claiming Party) or extension of the DNP (in the case of the Employer as the claiming Party).

(a) 根据第 20.2.4 款[充分详细的索要]提交的充分详细的索要应视为中期索要;

(b) 关于该第一次临时充分详细的中期索要, 工程师应在第 3.7.3 款[时限]规定的协议期限内通知索要方, 根据合同或其他法律依据给予答复;

(c) 在提交第一次临时充分详细的中期索要后, 索要方应按月间隔提交进一步的临时充分详细的中期索要, 说明索要的额外付款的累计金额(或者降低合同价格, 如雇主为索要方)和/或要求延长工期(如果承包人是索要方), 或延长缺陷通知期(如果雇主是索要方);

(d) 索要方应在由事件或条件产生的影响结束后 28 天内, 或在由索要方提出并经工程师同意的其他期限内提交最终充分详细的索要。该最终完全详细的索要应提供所要求额外付款的累计数额(或者降低合同价格, 如雇主为索要方)和/或要求延长工期(如果承包人是索要方), 或延长缺陷通知期(如果雇主是索要方);。

20.2.7 General requirements 一般要求

After receiving the Notice of Claim, and until the Claim is agreed or determined under Sub-Clause 20.2.5 [Agreement or determination of the Claim], in each Payment Certificate the Engineer shall include such amounts for any Claim as have been reasonably substantiated as due to the claiming Party under the relevant provision of the Contract.

The Employer shall only be entitled to claim any payment from the Contractor and/or to extend the DNP, or set off against or make any deduction from any amount due to the Contractor, by complying with this Sub-Clause 20.2.

The requirements of this Sub-Clause 20.2 are in addition to those of any other Sub-Clause which may apply to the Claim. If the claiming Party fails to comply with this or any other Sub-Clause in relation to the Claim, any additional payment and/or any EOT (in the case of the Contractor as the claiming Party) or extension of the DNP (in the case of the Employer as the claiming Party), shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the Claim by the Engineer.

在收到索要通知后, 并在根据第 20.2.5 款[索要的商定或决定]同意或确定索要之前, 工程师应在每一份付款证书中列入根据合同有关规定应付给索要方的任何索要的合理证明数额。

雇主仅有权根据第 20.2 条的规定要求承包人支付任何款项和/或延长缺陷通知期, 或, 从承包人的任何款项中抵扣或扣减任何款项。

本 20.2 款的要求是对可能适用于索要的任何其他条款的要求的补充。如果索要方没有遵守与索要有关的本条款或任何其他条款, 任何额外的付款和/或任何工期索要(如果承包人是索



要方)或延长缺陷通知期(如果雇主是索要方),则应考虑到因违约而阻碍或妨碍工程师对索要进行适当调查的程度(如有)。

21 Disputes and Arbitration 争端与仲裁

21.1 Constitution of the DAAB 争端裁决委员会的组成

Disputes shall be decided by a DAAB in accordance with Sub-Clause 21.4 [Obtaining DAAB's Decision]. The Parties shall jointly appoint the member(s) of the DAAB within the time stated in the Contract Data (if not stated, 28 days) after the date the Contractor receives the Letter of Acceptance.

The DAAB shall comprise, as stated in the Contract Data, either one suitably qualified member (the "sole member") or three suitably qualified members (the "members"). If the number is not so stated, and the Parties do not agree otherwise, the DAAB shall comprise three members.

争议应由争端裁决委员会根据第 21.4 条[取得争端裁决委员会的裁决]作出裁决。双方应在合同资料规定的时间内(如果没有说明,则在承包商收到中标函之日起 28 天内)共同指定争端裁决委员会的成员。

按照合同资料所规定,争端裁决委员会应包括一名具有适当资格的成员("唯一成员")或三名适当合格的成员("成员")。如果人数没有规定,而且当事各方无另有协议,则争端裁决委员会应由三名成员组成。

The sole member or three members (as the case may be) shall be selected from those named in the list in the Contract Data, other than anyone who is unable or unwilling to accept appointment to the DAAB.

If the DAAB is to comprise three members, each Party shall select one member for the agreement of the other Party. The Parties shall consult both these members and shall agree the third member, who shall be appointed to act as chairperson.

唯一成员或三名成员(视情况)应从合同资料中列出的成员中选出,但不能或不愿意接受争端裁决委员会任命的人除外。

如果争端裁决委员会由三名成员组成,则合同每一方应提名一位成员,以获得另一方的同意。合同双方应与这两名成员协商,并同意任命第三位成员担任首席。

The DAAB shall be deemed to be constituted on the date that the Parties and the sole member or the three members (as the case may be) of the DAAB have all signed a DAAB Agreement.

The terms of the remuneration of either the sole member or each of the three members, including the remuneration of any expert whom the DAAB consults, shall be mutually agreed by the Parties when agreeing the terms of the DAAB Agreement. Each Party shall be responsible for paying one-half of this remuneration.

争端裁决委员应被视为是在各方和争端裁决委员会的唯一成员或三名成员(视情况)都签署了争端裁决委员协议之日成立的。

唯一成员或三名成员中的每一名成员的报酬条件,包括咨询争端裁决委员成员的任何专家的报酬,应由双方在商定争端裁决委员协定的条款时相互商定。每一方应负责支付这一报酬的一半。

关于唯一成员或三个成员中的每一个人(包括争端裁决委员会向其征求建议的任何专家)的报酬的支付条件,应由合同双方在协商上述任命条件时共同商定。每一方应负责支付此类酬金的一半。



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 DAAB. Unless the Parties agree otherwise, a replacement DAAB member shall be appointed if a member declines to act or is unable to act as a result of death, 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 DAAB. Unless the Parties agree otherwise, a replacement DAAB member shall be appointed if a member declines to act or is unable to act as a result of death, illness, disability, resignation or termination of appointment. The replacement member shall be appointed in the same manner as the replaced member was required to have been selected or agreed, as described in this Sub-Clause.

如果缔约方在任何时候同意：它们可以任命一名或多名具备适当资格的人来接替任何一名或多名争端裁决委员会成员。除非当事各方另有协议，否则如果成员因死亡而拒绝采取行动或无法行事，则应任命一名或多名替代争端裁决委员会成员，如果双方在任何时候同意，可任命一名或多名具有适当资格的人接替该机构的任何一名或多名成员。除非当事各方另有协议，如果成员因死亡、疾病、残疾、辞职或终止任用而拒绝采取行动或无法采取行动，则应任命一名替代的争端裁决委员会成员。替换成员的任命方式应与本款所述的被替换成员被要求选择或商定的方式相同。

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 term of the DAAB (including the appointment of each member) shall expire either:

- (a) on the date the discharge shall have become, or deemed to have become, effective under Sub-Clause 14.12 [Discharge]; or
- (b) 28 days after the DAAB has given its decision on all Disputes, referred to it under Sub-Clause 21.4 [Obtaining DAAB's Decision] before such discharge has become effective, whichever is later.

任何成员的委任只有在合同双方同意的情况下才能终止，雇主或承包人各自的行动将不能终止此类委任。除非双方另有协议，争端裁决委员会（包括每一个成员的任命）的任期因以下情况即告期满：

- (a) 根据第 14.12 款[解除]规定，解除生效之日起生效，或被视为已生效；或
- (b) 在争端裁决委员会就所有争端作出裁决后 28 天内，根据第 21.4 款[取得争端裁决委员会的裁决]在解除生效日之前提交裁决，以较晚的日期为准。

However, if the Contract is terminated under any Sub-Clause of these Conditions or otherwise, the term of the DAAB (including the appointment of each member) shall expire 28 days after:

- (i) the DAAB has given its decision on all Disputes, which were referred to it (under Sub-Clause 21.4 [Obtaining DAAB's Decision]) within 224 days after the date of termination; or
- (ii) the date that the Parties reach a final agreement on all matters (including payment) in connection with the termination whichever is earlier.

但是，如果合同是根据本条件的任何一条款或其他条款终止的，则争端裁决委员会的任期(包括每一成员的任命)应在下列 28 天后届满：

- (i) 争端裁决委员会在终止之日起 224 天内就所有(根据第 21.4 款[取得争端裁决委员会的裁决]提交给该委员会的)争端作出裁决；或
- (ii) 双方就与终止有关的所有事项(包括付款)达成最后协议的日期，以较早者为准。



21.2 Failure to Appoint DAAB Member(s) 未能指定争端裁决委员会的成员

If any of the following conditions apply, namely:

- (a) if the DAAB is to comprise a sole member, the Parties fail to agree the appointment of this member by the date stated in the first paragraph of Sub-Clause 21.1 [Constitution of the DAAB]; or
- (b) if the DAAB is to comprise three persons, and if by the date stated in the first paragraph of Sub-Clause 21.1 [Constitution of the DAAB]:
 - (i) either Party fails to select a member (for agreement by the other Party);
 - (ii) either Party fails to agree a member selected by the other Party; and/or
 - (iii) the Parties fail to agree the appointment of the third member (to act as chairperson) of the DAAB;

如有下列条件之一，即：

- (a) 如果争端仲裁委员会由唯一的成员组成，双方未能在第 21.1 款第 1 款[争端仲裁委员会章程]所规定日期前就任命该成员达成协议；或
- (b) 如争端仲裁委员会由三人组成，而且第 21.1 款[争端仲裁委员会章程]第 1 款规定有日期：
 - (i) 任何一方未能选择一名成员(供另一方同意)；
 - (ii) 任何一方未能同意另一方选定的一名成员；和/或
 - (iii) 双方未能同意任命第三名成员（担任争端仲裁委员会首席成员）；

(c) the Parties fail to agree the appointment of a replacement 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, illness, disability, resignation, or termination of appointment; or

(d) if, after the Parties have agreed the appointment of the member(s) or replacement, such appointment cannot be effected because one Party refuses or fails to sign a DAAB Agreement with any such member or replacement (as the case may be) within 14 days of the other Party's request to do so,

(c) 双方未能就唯一成员或三名成员之一因拒绝行为或因死亡、疾病、残疾、辞职或终止任命后的 42 天内任命一名替换人；或

(d) 如在当事各方同意任命成员或替换成员后，由于一方拒绝或未能与任何该成员签署争端仲裁委员会协议或在另一方提出要求后 14 天内(视情况)而未能这样做，

then the appointing entity or official named in the Contract Data shall, at the request of either or both Parties and after due consultation with both Parties, appoint the member(s) of the DAAB (who, in the case of sub-paragraph (d) above, shall be the agreed member(s) or replacement). This appointment shall be final and conclusive.

随后，合同资料中具名的指定机构或官员应在任何一方或双方的请求下并经与双方适当协商后，任命争端仲裁委员会的成员(就上条(d)项而言，该成员应为商定的成员或替换者)。这一任命应是最终的和决定性的。

Thereafter, the Parties and the member(s) so appointed shall be deemed to have signed and be bound by a DAAB Agreement under which:

- (i) the monthly services fee and daily fee shall be as stated in the terms of the appointment; and
- (ii) the law governing the DAAB Agreement shall be the governing law of the Contract defined

in Sub-Clause 1.4 [Law and Language].

此后，各方和被指定任命的成员应被视为已签署并受一项争端仲裁委员会协议的约束，根据该协议：

- (i) 每月服务费和每日费用应按任用条款规定；及
- (ii) 适用管辖争端仲裁委员会协议的法律应是第 1.4 款[法律和语言]所规定的合同的管辖法律。

Each Party shall be responsible for paying one-half of the remuneration of the appointing entity or official. If the Contractor pays the remuneration in full, the Contractor shall include one-half of the amount of such remuneration in a Statement and the Employer shall then pay the Contractor in accordance with the Contract. If the Employer pays the remuneration in full, the Engineer shall include one-half of the amount of such remuneration as a deduction under sub-paragraph (b) of Sub-Clause 14.6.1 [The IPC].

每一方应负责支付指定机构或官员一半的报酬。如果承包人全额支付报酬，承包人应在一份报表中包括此种报酬的一半，然后业主应按照合同向承包人支付报酬。如果雇主全额支付报酬，工程师应按照第 14.6.1 款[支付证书] (b)款的规定，将该报酬的一半作为扣减额。

21.3 Avoidance of Disputes 避免争端

If the Parties so agree, they may jointly request (in writing, with a copy to the Engineer) the DAAB to provide assistance and/or informally discuss and attempt to resolve any issue or disagreement that may have arisen between them during the performance of the Contract. If the DAAB becomes aware of an issue or disagreement, it may invite the Parties to make such a joint request.

如果双方同意，他们可以共同要求（以书面形式向工程师提供副本）争端仲裁委员会提供协助和/或非正式讨论并试图解决合同履行期间可能出现的任何问题或分歧。如果争端仲裁委员会意识到一个问题或分歧，它可以邀请各方作出这样的联合请求。

Such joint request may be made at any time, except during the period that the Engineer is carrying out his/her duties under Sub-Clause 3.7 [Agreement or Determination] on the matter at issue or in disagreement unless the Parties agree otherwise.

这项共同请求可随时提出，但在工程师根据第 3.7 款[商定或决定] 的规定就有争议或有分歧的事项履行职责期间除外，除非双方另有约定。

Such informal assistance may take place during any meeting, Site visit or otherwise. However, unless the Parties agree otherwise, both Parties shall be present at such discussions. The Parties are not bound to act on any advice given during such informal meetings, and the DAAB shall not be bound in any future Dispute resolution process or decision by any views or advice given during the informal assistance process, whether provided orally or in writing.

这种非正式协助可在任何会议、实地访问或其他期间进行。但是，除非双方另有协议，否则双方应出席此类讨论。双方没有义务就此类非正式会议期间提供的任何咨询意见采取行动，在今后的任何争端解决程序或裁决中，无论是口头或书面提供的非正式协助过程中提出的任何意见或建议，都不应对争端仲裁委员会产生约束力。

21.4 Obtaining DAAB's Decision 获得争议裁决委员会的决定

If a Dispute arises between the Parties then either Party may refer the Dispute to the DAAB for its decision (whether or not any informal discussions have been held under Sub-Clause 21.3 [Avoidance of Disputes]) and the following provisions shall apply.

如果当事双方之间发生争端，则任何一方均可将争端提交争端仲裁委员会作出决定(不论是否根据第 21.3 款[避免争端]进行了任何非正式讨论)，并应适用下列规定。

21.4.1 Reference of a Dispute to the DAAB 将争议提交给争端裁决委员会

The reference of a Dispute to the DAAB (the “reference” in this Sub-Clause 21.4) shall:

- (a) if Sub-Clause 3.7 [Agreement or Determination] applied to the subject matter of the Dispute, be made within 42 days of giving or receiving (as the case may be) a NOD under Sub-Clause 3.7.5 [Dissatisfaction with Engineer’s determination]. If the Dispute is not referred to the DAAB within this period of 42 days, such NOD shall be deemed to have lapsed and no longer be valid;
- (b) state that it is given under this Sub-Clause;
- (c) set out the referring Party’s case relating to the Dispute;
- (d) be in writing, with copies to the other Party and the Engineer; and
- (e) for a DAAB of three persons, be deemed to have been received by the DAAB on the date it is received by the chairperson of the DAAB.

The reference of a Dispute to the DAAB under this Sub-Clause shall, unless prohibited by law, be deemed to interrupt the running of any applicable statute of limitation or prescription period.

将争端提交给争端仲裁委员会(第 21.4 款中的“提交”)应:

- (a) 如第 3.7 款[商定或决定]适用于争端标的，则应在根据第 3.7.5 条对工程师的裁定不满[在给予或接收裁定通知后(视情况)后 42 天内作出。如果争端在 42 天内未提交给争端仲裁委员会，则不满通知应视为已过期，不再有效；
- (b) 说明提交是根据本条规定的；
- (c) 阐述当事人与争议有关的事实；
- (d) 以书面形式向另一方和工程师提供副本；以及
- (e) 就三人的争端仲裁委员会而言，在争端仲裁委员会首席成员收到之日视为争端仲裁委员会已收到。

除非法律禁止，否则依据本条款将争议提交争端仲裁委员会应被视为中断任何适用的法定时效或时效期限的运行。

21.4.2 The Parties’ obligations after the reference 提交后各方的责任

Both Parties shall promptly make available to the DAAB all information, access to the Site, and appropriate facilities, as the DAAB may require for the purposes of making a decision on the Dispute.

Unless the Contract has already been abandoned or terminated, the Parties shall continue to perform their obligations in accordance with the Contract.

合同双方应立即向争端裁决委员会提供为对此类争端进行裁决的目的而可能要求的所有资料、进入现场的通道和适当的设施。

除非合同已经被解除或终止，否则双方应继续按照合同履行其义务。

21.4.3 The DAAB’s decision 争端裁决委员会的裁决

The DAAB shall complete and give its decision within:

- (a) 84 days after receiving the reference; or

(b) such period as may be proposed by the DAAB and agreed by both Parties.

争端裁决委员会应在以下范围内完成并作出决定：

(a) 收到提交材料后的 84 天；或

(b) 该期限可由争端裁决委员会提议并经双方同意。

However, if at the end of this period, the due date(s) for payment of any DAAB member's invoice(s) has passed but such invoice(s) remains unpaid, the DAAB shall not be obliged to give its decision until such outstanding invoice(s) have been paid in full, in which case the DAAB shall give its decision as soon as practicable after payment has been received.

The decision shall be given in writing to both Parties with a copy to the Engineer, shall be reasoned, and shall state that it is given under this Sub-Clause.

The decision shall be binding on both Parties, who shall promptly comply with it whether or not a Party gives a NOD with respect to such decision under this Sub-Clause. The Employer shall be responsible for the Engineer's compliance with the DAAB decision.

但是，如果在该期间结束时，对任何争端裁决委员会成员的已经通过的发票在到期日期仍未支付，则争端裁决委员会无义务作出其裁决，直到已对未付发票全额支付，在这种情况下，争端裁决委员会应在收到付款后尽快作出决定。

应将该裁决以书面形式通知双方，并向工程师提交一份副本，并说明是在本款下给出了该裁决。

该决定对双方均具有约束力，应及时遵守该决定，无论某方对依据本条款作出的该裁决提出了不服。业主应对工程师遵守争端裁决委员会裁决负责。

If the decision of the DAAB requires a payment of an amount by one Party to the other Party

(i) subject to sub-paragraph (ii) below, this amount shall be immediately due and payable without any certification or Notice; and

(ii) the DAAB may (as part of the decision), at the request of a Party but only if there are reasonable grounds for the DAAB to believe that the payee will be unable to repay such amount in the event that the decision is reversed under Sub-Clause 21.6 [Arbitration], require the payee to provide an appropriate security (at the DAAB's sole discretion) in respect of such amount.

The DAAB proceeding shall not be deemed to be an arbitration and the DAAB shall not act as arbitrator(s).

如果争端裁决委员会的裁决要求一方向另一方支付一笔款项

(i) 在不违反下条(ii)的情况下，该款项应在无需任何证明或通知的情况下立即到期应付；和

(ii) 争端裁决委员会可(作为裁决的一方)应一方的请求，但前提是有合理理由相信，如果根据第 21.6 款[仲裁] 的规定撤销了裁决，收款人将无法偿还此类金额，则争端裁决委员会可要求收款人就这一数额提供适当的担保(由争端裁决委员会自行酌处)。

争端裁决委员会程序不应被视为仲裁，争端裁决委员会成员不应充当仲裁员。

21.4.4 Dissatisfaction with DAAB's decision 对争端裁决委员会的裁决不服

If either Party is dissatisfied with the DAAB's decision:

(a) such Party may give a NOD to the other Party, with a copy to the DAAB and to the Engineer;

(b) this NOD shall state that it is a "Notice of Dissatisfaction with the DAAB's Decision" and shall set out the matter in Dispute and the reason(s) for dissatisfaction; and

(c) this NOD shall be given within 28 days after receiving the DAAB's decision.

如果任何一方对争端裁决委员会的决定不服：

- (a) 该一方可向另一方发出不服通知，并附上一份副本给争端裁决委员会和工程师；
- (b) 该不服通知应说明它是一个“对争端裁决委员会的决定不服的通知”，并应阐明争议中的事项和不满意的原因；以及
- (c) 该不服通知应在收到争端裁决委员会裁决后 28 天内作出。

If the DAAB fails to give its decision within the period stated in Sub-Clause 21.4.3 [The DAAB's decision], then either Party may, within 28 days after this period has expired, give a NOD to the other Party in accordance with sub-paragraphs (a) and (b) above.

如果争端裁决委员会未能在 21.4.3 条[争端裁决委员会的裁决]规定的期限内作出裁决，则任何一方可在此期限届满后 28 天内，按照上条(a)和(b)的规定，向另一方发出不服通知。

Except as stated in the last paragraph of Sub-Clause 3.7.5 [Dissatisfaction with Engineer's determination], in Sub-Clause 21.7 [Failure to Comply with DAAB's Decision] and in Sub-Clause 21.8 [No DAAB In Place], neither Party shall be entitled to commence arbitration of a Dispute unless a NOD in respect of that Dispute has been given in accordance with this Sub-Clause 21.4.4. 除非第 3.7.5 款[对工程师的决定不满]的最后一款、第 21.7 款[未能遵守争端裁决委员会的裁决]和第 21.8 款[当地没有争端裁决委员会]的情况下，任何一方均无权启动仲裁，除非根据第 21.4.4 条就该争议作出了不服通知。

If the DAAB has given its decision as to a matter in Dispute to both Parties, and no NOD under this Sub-Clause 21.4.4 has been given by either Party within 28 days after receiving the DAAB's decision, then the decision shall become final and binding on both Parties.

如果争端裁决委员会已就争议事项向双方作出裁决，并且在收到争端裁决委员会的裁决后 28 天内，任一方均未按照第 21.4.4 款的规定提出不服通知，则该裁决应成为终局的，对双方均有约束力。

If the dissatisfied Party is dissatisfied with only part(s) of the DAAB's decision:

- (i) this part(s) shall be clearly identified in the NOD;
- (ii) this part(s), and any other parts of the decision that are affected by such part(s) or rely on such part(s) for completeness, shall be deemed to be severable from the remainder of the decision; and
- (iii) the remainder of the decision shall become final and binding on both Parties as if the NOD had not been given.

如果不服的一方仅对争端裁决委员会裁决的部分不满意：

- (i) 该部分须在不服通知中清楚地指明；
- (ii) 该部分及裁决的任何其他部分如受该部分或其完整性依赖该部分而受影响，则须当作可与该决定的其余部分分开；和
- (iii) 该裁决的其余部分应成为最终裁决，并对双方具有约束力，如同没有提出不服通知一样。

21.5 Amicable Settlement 友好解决

Where a NOD has been given under Sub-Clause 21.4 [Obtaining DAAB's Decision], 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 twenty-eighth



(28th) day after the day on which this NOD was given, even if no attempt at amicable settlement has been made.

如果根据第 21.4 款[取得争端裁决委员会的裁决]提出了部分不满通知, 合同双方在仲裁开始前应尽力以友好的方式解决争端。然而, 除非合同双方另有协议, 仲裁将在表示不满的通知发出后第 28 天或此后开始, 即使双方未曾作过友好解决的努力。

21.6 Arbitration 仲裁

Unless settled amicably, and subject to Sub-Clause 3.7.5 [Dissatisfaction with Engineer's determination], Sub-Clause 21.4.4 [Dissatisfaction with DAAB's decision], Sub-Clause 21.7 [Failure to Comply with DAAB's Decision] and Sub-Clause 21.8 [No DAAB In Place], any Dispute in respect of which the DAAB's decision (if any) has not become final and binding shall be finally settled by international arbitration. Unless otherwise agreed by both Parties:

- (a) the Dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce;
- (b) the Dispute shall be settled by one or three arbitrators appointed in accordance with these Rules;
- (c) the arbitration shall be conducted in the ruling language defined in Sub-Clause 1.4 [Law and Language]

除非友好解决, 并符合第 3.7.5 款[对工程师的决定不满]、第 21.4.条款[对争端裁决委员会的裁决不满]、第 21.7 款[不遵守争端裁决委员会的裁决]和第 21.8 款[当地无争端裁决委员会]的规定, 如争端裁决委员会的裁决 (如有)尚未成为最终的和具有约束力的任何争议, 应通过国际仲裁最终解决, 除非双方另有约定:

- (a) 争议应根据国际商会的仲裁规则最终解决;
- (b) 争议应由依照本规则任命的一名或三位仲裁人解决, 以及
- (c) 仲裁应以第 1.4 款[法律和语言]中规定的裁决语言进行。

The arbitrator(s) shall have full power to open up, review and revise any certificate, determination (other than a final and binding determination), instruction, opinion or valuation of the Engineer, and any decision of the DAAB (other than a final and binding decision) relevant to the Dispute. Nothing shall disqualify the Engineer from being called as a witness and giving evidence before the arbitrator(s) on any matter whatsoever relevant to the Dispute.

仲裁员应有权公开、审查和修订工程师的任何证书、决定(最终的和有约束力的决定除外)、工程师的指示、意见或估价以及争端裁决委员会与争议有关的任何决定(最终的和有约束力的决定除外)的。与争议有关的事项的任何决定。任何事项均不得剥夺工程师作为证人在仲裁员面前就与争议有关的任何事项作证的资格。

In any award dealing with costs of the arbitration, the arbitrator(s) may take account of the extent (if any) to which a Party failed to cooperate with the other Party in constituting a DAAB under Sub-Clause 21.1 [Constitution of the DAAB] and/or Sub-Clause 21.2 [Failure to Appoint DAAB Member(s)].

在处理仲裁费用的任何裁决中, 仲裁员可考虑到一方未能在第 21.1 款[争端裁决委员会的组成]和/或第 21.2 款[未能任命争端裁决委员会成员]的情况下与另一方合作的程度(如有)。

Neither Party shall be limited in the proceedings before the arbitrator(s) to the evidence or

arguments previously put before the DAAB to obtain its decision, or to the reasons for dissatisfaction given in the Party's NOD under Sub-Clause 21.4 [Obtaining DAAB's Decision]. Any decision of the DAAB shall be admissible in evidence in the arbitration.

合同双方的任一方在上述仲裁人的仲裁过程中均不受以前为取得争端裁决委员会的决定而提供的证据或论据或其根据第 21.4 款[取得争端裁决委员会的裁决]不满意通知中提出的不满理由的限制。在仲裁过程中,可将争端裁决委员会的决定作为一项证据。

Arbitration may be commenced before or after completion of the Works. The obligations of the Parties, the Engineer and the DAAB shall not be altered by reason of any arbitration being conducted during the progress of the Works.

If an award requires a payment of an amount by one Party to the other Party, this amount shall be immediately due and payable without any further certification or Notice.

仲裁可在工程完成之前或之后开始。双方、工程师和争端裁决委员会的义务不得因在工程进行过程中进行的任何仲裁而改变。

如果裁决要求一方向另一方支付一笔款项,则这一数额应立即到期并支付,无需任何进一步的证明或通知。

21.7 Failure to Comply with DAAB's Decision 未能遵守争端裁决委员会的裁决

In the event that a Party fails to comply with any decision of the DAAB, whether binding or final and binding, then the other Party may, without prejudice to any other rights it may have, refer the failure itself directly to arbitration under Sub-Clause 21.6 [Arbitration] in which case Sub-Clause 21.4 [Obtaining DAAB's Decision] and Sub-Clause 21.5 [Amicable Settlement] shall not apply to this reference. The arbitral tribunal (constituted under Sub-Clause 21.6 [Arbitration]) shall have the power, by way of summary or other expedited procedure, to order, whether by an interim or provisional measure or an award (as may be appropriate under applicable law or otherwise), the enforcement of that decision.

如果一方不遵守争端裁决委员会的任何裁决,无论是具有约束力的还是最终的和具有约束力的,则另一方可以在不影响其可能拥有的任何其他权利的情况下,根据第 21.6 款[仲裁]将其违反的事实直接提交进行仲裁,在这种情况下,第 21.4 款[取得争端裁决委员会的裁决]和第 21.5 款[友好解决]不适用于该提交仲裁。仲裁庭(根据第 21.6 款[仲裁])有权通过简易程序或其他快速程序,以暂时措施或临时措施或裁决(根据适用法律或其他适当方式)命令履行该裁决。

In the case of a binding but not final decision of the DAAB, such interim or provisional measure or award shall be subject to the express reservation that the rights of the Parties as to the merits of the Dispute are reserved until they are resolved by an award.

Any interim or provisional measure or award enforcing a decision of the DAAB which has not been complied with, whether such decision is binding or final and binding, may also include an order or award of damages or other relief.

在争端裁决委员会有约束力但不是最终决定的情况下,这种暂时或临时措施或裁决应受到明确保留的约束,即当事方对争议的是非事实的权利保留到裁决解决争议为止。

争端裁决委员会的任何暂时或临时措施或裁决如未得到遵守,不论该裁决是具有约束力的还是最终的和有约束力的,也可包含项损害赔偿或其他救济的命令或裁决。



21.8 No DAAB In Place 当地没有争端裁决委员会

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 DAAB in place (or no DAAB is being constituted), whether by reason of the expiry of the DAAB's appointment or otherwise:

如果双方之间在合同或工程的履行或因工程的执行而产生争议,当地没有设立争端裁决委员会(或没有组争端裁决委员会),则不论是由于争端裁决委员会的任命期满或其他原因:

(a) Sub-Clause 21.4 [Obtaining DAAB's Decision] and Sub-Clause 21.5 [Amicable Settlement] shall not apply; and

(b) the Dispute may be referred by either Party directly to arbitration under Sub-Clause 21.6 [Arbitration] without prejudice to any other rights the Party may have.

(a) 第 21.4 款[取得争端裁决委员会的裁决]和第 21.5 款[友好解决]不适用;

(b) 争议可由任何一方根据第 21.6 款[仲裁]直接提交仲裁,而不损害当事人可能享有的任何其他权利。

