xxx engineering contract

**xxx工程合同**

**Contract No.: 合同编号：**

**Party A: xxxCompany Limited**

**甲方：xxx有限公司**

**Party B:xxx Company Limited**

**乙方：xxx有限公司**

This contract is made and entered into on the day of , 2014 by the following Parties in .

本合同于2014年 月 日由以下当事方在 签署。

Party A: xxx Company Limited,

甲方：xxx有限公司，xxx经营的公司，住所地为xxx，（下称“甲方”），法定代表人：xxx

Party B:xxx Company Limited,

乙方：xxx有限公司，一家xxx经营的公司，注册地址是：xxx，（下称“乙方”），法定代表人：xxx

Party A and Party B are called by a joint name of Both Parties under this contract, each of which is called as A Party.

甲方和乙方在本合同项下统称为“双方”，单独称为“一方”。

**1. Work Content and Requirements**

**1. 工作内容、要求**

1.1 In accordance with the items stipulated in this Contract, Party B shall conduct the project as per the Project standard and quality standard stipulated by Ministry of Engineering of the Union of xx.

1.1 依据本合同所限定的条款，乙方应以xx工程部规定的建筑标准和质量要求执行本工程。

**2. Contract Period**

**2. 合同期限**

2.1 Work period for the Road Construction Project: the work shall be completed within 2 month upon signing the Contract. The condition of handover is that the Project Inspection & Acceptance Team constituted by Party A, shall issue the Inspection & Acceptance Sheet after onsite inspection.

2.1 本次工程时间周期：合同签订后14个工作日内完成，并以甲方组成的竣工验收小组现场检验并出具验收单为竣工交接条件。

2.2 This contract shall be implemented after this is duly signed by the legal representatives or authorized representatives of the Parties and stamped with the seals of the Parties, and closed after the onsite acceptance of the Project and Contract payment.

2.2 本合同自双方法定代表人或授权代表人签字盖章后生效，现场验收合格、款项支付完毕后关闭。

**3. Health, Safety and Environment Principles (HSE)**

**3. 健康、安全和环境原则(**HSE**)**

3.1 The staff from Party B shall follow the arrangement of Local government and Party A (or its representatives), and comply with the laws and regulations of Myanmar as well as rules and regulations on Health, Safety and Environment (HSE) of Party A.

3.1 乙方工作人员必须听从地方政府、甲方人员（或代表）的安排，遵守缅甸法律、法规和甲方的安全环境健康规章制度等。

3.2 Before or during the implementation of this Project, Party B shall acknowledge, avoid and prevent the possible damage of the Project to the surrounding environment and other affiliated facilities, and the resulting losses shall be borne by Party B.

3.2 在工程实施之前或进行当中，乙方应识别工程可能对周边环境及原有设施造成的危害，应进行规避和防护，对由此带来的损失，应由乙方承担。

3.3 During the performance of this Contract, Party B shall bear the personal and property losses of Party B or Party B’s personnel injury by itself, if the losses are not caused by Party A.

3.3 在合同履行过程中，若发生非甲方原因导致的乙方或乙方人员人身或财产损失的，由乙方自行承担。

**4. Contract Price, Payment and Taxes**

**4. 合同价格、付款事宜及税费**

4.1 As per the stipulated construction contents, both Parties agree that this Contract is a lump sum contract. The contract payment includes all construction costs and related cost for construction preparation and construction implementation .Please refer to the following table for the details

4.1 按照本合同所确定的工程内容，甲方与乙方确定本次马德岛岗亭工程为费用总包合同，合同费用包含全部工程施工费用及其他与工程准备、工程执行相关的费用。详见下表

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **警务室预算报表（USD)** | | | | |
| **NO.** | **particular** | **Qity** | **Rate(usd)** | **Amount(usd)** |
| 1 |  |  |  |  |
| 2 |  |  |  |  |
| 3 |  |  |  |  |
| 4 |  |  |  |  |
| 5 |  |  |  |  |
| 6 |  |  |  |  |
| 7 |  |  |  |  |
| 8 |  |  |  |  |
| 9 |  |  |  |  |
| 10 |  |  |  |  |
| 11 |  |  |  |  |
| 12 |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  | | | | |
| **NO.** |  |  |  |  |
| 1 |  |  |  |  |
| 2 |  |  |  |  |
| 3 |  |  |  |  |
| 4 |  |  |  |  |
| 5 |  |  |  |  |
| 6 |  |  |  |  |
| 7 |  |  |  |  |
| 8 |  |  |  |  |
| 9 |  |  |  |  |
| 10 |  |  |  |  |
| 11 |  |  |  |  |
| 12 |  |  |  |  |
| 13 |  |  |  |  |
| 14 |  |  |  |  |
|  |  |  |  |  |
|  | | | | |
| **NO.** |  |  |  |  |
| 1 |  |  |  |  |
| 2 |  |  |  |  |
| 3 |  |  |  |  |
| 4 |  |  |  |  |
| 5 |  |  |  |  |

The total amount:

费用合计：**xxx**美金

4.2 The Contract shall be valued in USD, and the payment shall be settled in equivalent value of KYAT. The exchange rate shall be at the spot exchange rate from USD to KYATon the day of payment by the handling bank of Party A. Unless otherwise specified by Party B and agreed by Party A, Party A shall only conduct payment in accordance with the bank account of Party B agreed in this contract.Party B shall be responsible for the authenticity, safety and accuracy of its designated account information. If Party A fails to pay or delays payment due to the causes of Party B’s account, all responsibilities and consequences hereof shall be undertaken by Party B itself. The account information assigned by Party B is as follows:

4.2 本合同以美金计价，以美元或等值缅币结算。汇率为付款银行付款当天美元兑缅币的即时汇率。除非乙方有特别说明并经甲方同意，甲方仅按本合同约定的乙方银行帐号付款，乙方应对其指定的账户信息真实性、安全性、准确性负责。因乙方账户的原因造成甲方不能付款或付款迟延的，由此引起的一切责任及后果由乙方自己承担。乙方指定的账户信息如下：

|  |  |
| --- | --- |
| Account Name:  账户名： |  |
| Account Number:  账号： |  |
| Beneficiary’s Bank:  收款银行： |  |
| SWIFT/BIC Code:  银行国际代码： |  |
| Correspondent Bank:  代理银行： |  |
| Swift Code of Correspondent Bank  代理银行国际代码： |  |
| Address:  地址： |  |
| Tel  电话： |  |

4.3 Both Parties shall perform their respective taxation obligations in accordance with the tax laws and regulations of the Union of Myanmar. The Contract Price includes withholding tax and other taxes of Party B. .

4.3 本合同签约双方应依照缅甸国家的相关税收法律法规，履行纳税义务，乙方在合同总价中包含有预扣所得税和其他税费部分。

4.4 The payment of this Contract shall be conducted in three instalments:

4.4 本合同付款一次付清，付款方式为电汇:

Within 10 working days after signing this Contract, Party A shall make the first payment equals to 30% of the total Contract Price..

验收合格后，甲方向乙方支付全部合同金额。

**5. Alterations**

**5. 变更事宜**

5.1 Party A shall have the right to require increasing the work scope (hereinafter referred to as “Alterations”) on the basis of this Contract.

5.1 甲方有权在此合同的基础上，要求增加工作范围(以下称之为“变更”)。

5.2 All the requirements on alteration shall be in the written form, clearly defining necessary alterations. Party B shall submit corresponding work plan, working hours and cost estimates according to the alterations proposed by Party A within 3 working days for the approval of Party A.

5.2 所有的变更要求均应以书面的方式，清楚地指明所需的变更内容，乙方应在三个工作日内对甲方提出的变更，提交相应的工作计划、工时和费用估算，供甲方审批。

**6. Termination of Contract**

**6. 合同终止**

6.1 If the termination of this Contract is caused by Party A, Party A shall pay reasonable fees to Party B for the Work (including preparatory work) completed by the date of termination of this Contract. Otherwise, if the termination of this Contract is caused by the breach of Party B, Party A shall not pay for the expenses generated.

6.1 在因甲方终止合同的情况下，甲方应支付乙方截止合同终止日时已完成的工作（含准备工作）及为此项工作已发生的合理费用。若因乙方违约导致合同终止的，甲方对已经发生的费用不予支付。

**7. Responsibilities & Duties**

**7. 责任与义务**

7.1 Party A and Party B shall guarantee each other that one party shall provide support to and protect the other party from any loss, claim, or responsibility caused by or related to this Contract under the following conditions:

7.1 甲方和乙方均应相互保证，保护和支持对方在发生以下情况时不受由于本合同或与之相关而产生的任何形式的损失，索赔或责任：

a) Injuries and deaths of any employee, representative or subcontractor’s personnel;

a) 任何职员，代表或分包方人员的伤亡，

b) Property loss of staff, representatives or subcontractor’s personnel;

b) 职员，代表或分包方人员的财产损失，

c) Expenses, losses, or damages indirectly or directly caused by significant, special or accidental event, no matter how it occurs and which form it takes;

c) 由于重大，特殊或意外(直接或间接)造成的费用，损失或损坏，不论其如何发生的，不论是何种形式。

7.2 Each party shall be responsible for the loss of any third party caused by its own intention or faults, and undertake related indemnification obligations.

7.2 双方应对由于各自故意或过失而造成的任何第三方的损失负责并承担相关赔偿义务。

7.3 If either party of this Contract has realized any possible accident during the performance of the Contract that cannot be executive, the other party shall be notified immediately.

7.3 如果合同双方任意一方在合同履行过程已意识到任何有可能出现意外而导致合同无法执行的情况时，应立即通知另一方。

7.4Party B shall procure the insurances and bear the premiums in accordance with the provisions relating to insurance as specified in the laws of the Union of Myanmar. Party B shall ensure that the aforesaid insurances remain effective during the period of validity of this Contract. All the expenses arising from the aforesaid insurances shall be included in the service fees under this Contract and shall be borne by Party B.

7.4 乙方应根据缅甸联邦的相关保险法规的规定办理各项保险并承担各项保险费用。乙方应确保上述保险在本合同有效期间内持续有效。办理上述保险所发生的所有费用应包含在本合同项下的总费中，由乙方自行承担。

**8. Force Majeure**

**8. 不可抗力**

8.1 Force Majeure refers to the events that cannot be predicted by either party of the Contract and their occurrence and consequences cannot be avoided, including but not limited to wars, unrests, fires and natural disasters such as wind, rain and earthquake etc.

8.1 不可抗力是指合同的任何一方不能预见，对其发生和后果不能避免.并无法控制的事件，包括但不限于战争、动乱、火灾以及风、雨、地震等自然灾害。

8.2 Any party shall timely notify the other party when it is unable to perform the Contract due to Force Majeure. After gaining the certificate of related authority, the performance of the Contract could be delayed or suspended temporarily. Each party shall notify the other party of actual conditions, and continue to 10perform the Contract after the end or disappearance of Force Majeure. Both Parties can be exempted from some parts or all of the liabilities for breach of the Contract according to the actual conditions. Necessary remedial measures shall be adopted to reduce the loss to the minimum.

8.2 任何一方由于不可抗力不能履行合同时，应当及时向对方通报。在取得有关机关证明以后，允许延期履行或者暂时不履行合同。各方应把实际情况通知对方, 并在不可抗力停止或消失后继续履行合同。双方根据情况可部分或者全部免予承担违约责任。采取必要的补救措施将损失降到最低程度。

**9. Applicable Laws & Dispute Resolution**

**9. 适用法律及争议解决方式**

9.1 The laws of Myanmar shall apply to the signing, performance and explanation of this Contract.

9.1 本合同的签订、履行及解释均适用缅甸联邦法律。

**10. Appendix to the Contract and Others**

**10. 合同附件及其他事项**

10.1. The appendix to this Contract shall be an integral part of this Contract and shall have the same legal effect as the Contract.

10.1本合同附件是本合同的有效组成部分，与本合同有同等法律效力。

10.2. In respect of any matters unmentioned herein, written complementary agreement shall additionally be entered into by both parties after mutual agreement. The written complementary agreement shall be integral part hereof and shall have the same legal effect as the Contract.

10.2本合同未尽事宜，经双方友好协商后，另行签订书面补充协议。该书面补充协议作为本合同的组成部分，与本合同具有同等的法律效力。

**11. Language**

**11. 语言**

The Contract shall be written by English. and Chinese.

本合同以英文中文、书写。

**12. Copies and Execution of Contract**

**12. 合同份数及生效**

The Contract shall be made in quadruplicate with the same legal effect, and Both Parties shall hold two original copies, respectively. This Contract shall take effect after it has been signed and sealed by legal representatives or authorized agents of Both Parties, with the witness of Superintendent (Witness).

本合同一式肆份，双方各执贰份，具有同等法律效力。本合同经双方法定代表人或授权代表人签字、盖章后生效。

|  |  |
| --- | --- |
| Party A:  甲方： | Party B:  乙方： |
| Legal Representative:  法定代表人： | Legal Representative:  法定代表人： |
| Authorized Representative:  授权代表： | Authorized Representative:  授权代表： |
| Tel:电话： | Tel:电话： |
| Fax:传真: | Fax:传真： |
| Postcode:邮编: | Postcode:邮编: |
| Place：地点： | Place：地点： |
| Date: 日期: 2014年 月 日 | Date:日期: 2014年 月 日 |