Contract for Works of Civil Engineering Construction

土木工程施工合同

This CONTRACT is made on the \_th of\_(month), \_(year) by and between\_(hereinafter called “Party A”) of the one part, and \_(hereinafter called “Party B”) of the other part.

\_公司（以下简称“雇主”）与\_公司（以下简称“承包商”）于\_年\_月\_日特签订本合同。

WHEREAS 鉴于。。。

…

NOW THEREFORE THIS CONTRACT WITNESSETH that it is hereby agreed by and between the parties hereto as follows:

双方达成协议如下：

civil engineering 土木工程

**Chapter 1 Definitions and Interpretation**

Article 1 Definitions

In the Contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them, except where the context other requires:

1. 定义

本合同（按下文所定义的）中的下列词和用语，除文中另有要求者外，应具有本条所赋予的含义：

* 1. “employer” means the person **named** as such in this contract and **the legal successors in title to such person**, but not (except with the consent of the Contractor) **any assignee of such person**.
  2. “雇主”是指本合同**所指明**的当事人以及**取得当事人资格的合法继承人**，但除非承包商同意，不包括此**当事人的任何受让人**，本合同中的雇主为\_(填入名称)。
  3. “Contractor” means the person whose tender **has been** accepted by the Employer and **the legal successors in title to such person** but not (except with the consent of the Employer) **any assignee of such person**.

1.2承包商是指其标书**已为**雇主接受的当事人以及**取得此当事人资格的合法继承人**，但除非雇主同意，不指此**当事人的任何受让人**。本合同中的雇主为\_(填入名称)。

* 1. “Subcontractor” means any person named in the Contract as a Subcontractor for a part of the Works or any person to whom a part of the works has been subcontracted with the consent of the engineer and the legal successors in title to such person, but not any assignee of any such person.

1.3“分包商”是指本合同中指定作为分包工程某一部分的分包商的任何当事人，或由工程师同意已将工程的某一部分分包给他的任何当事人以及取得该当事人资格的合法继承人，但不指此当事人的任何受让人。

* 1. “Engineer” means the person appointed by the employer to act as Engineer for the purpose of the Contract and named as such in this Contract.

1.4“工程师”是指雇主为本合同目的而指定作为工程师。本合同中的工程师是指\_(填入名称)。

* 1. “Engineer Representative” means a person appointed from time to time by the engineer under clause 9.2.

1.5“工程师代表”是指工程师根据9.2条款随时指定的人员。

* 1. “Contract” means this Contract, the Specification, the Drawings, the Bill of Quantities, the Tender, the Letter of Acceptance, the Contract Agreement (if completed) and **such further documents** as may be **expressly incorporated** in the Letter of Acceptance or the Contract Agreement (if completed).

1.6“合同”是指合同，规范，图纸，工程量表，投标书，中标函，合同协议书以及其他**明确列入**中标函或合同协议书（如已完成）中的此类**进一步的文件**。

* 1. “Specification” means **the Specification of the Works included in the Contract** and modification thereof or addition thereto made under Clause 95 or submitted by the Contractor and approved by the engineer.

1.7”规范“是指**合同中包括的工程规范**，以及根据第95条规定的或由承包商提出并经工程师批准的对规范的任何修改或增补。

1.8 “Drawings”means all drawings, calculations and technical information of a like nature provided by the engineer to the contractor under the contract and all drawings, calculations, samples, patterns, models, operation and maintenance manuals and other technical information of a like nature submitted by the contractor and approved by the engineer.

technical information of a like nature 类似性质的技术资料

。。。。submitted by A and approved by B 由A提供并经B同意

1.8 图纸是指工程师根据合同向承包商提供的所有图纸，计算书和类似性质的技术资料，以及由承包商提供并经工程师批准的所有图纸，计算书，样品，图样，模型，操作和维修手册以及类似性质的技术资料 。

1.9 “Bill of Quantities” means the priced and completed bill of quantities forming of the tender.

1.9 工程量表是指构成投标书一部分的已标价的以及完成的工程量表。

the priced bill of quantities forming of the tender 构成投标书的已标价的

1.10 “Tender” means the contractor’s priced offer to the employer for the execution and completion of the works and the remedying of any defects therein Article 26 contract agreement.

1.10 “投标书”是指承包商根据合同的各项规定，为工程的实施，完成和任何缺陷的修补，向雇主提出并为中标函接受的报价书。

for the execution and completion of the works and the remedying of any defects

为工程的实施，完成和任何缺陷的修补

* 1. Letter of Acceptance means the formal acceptance by the engineer of the tender.

1.1中标函是指雇主对投标书的正式书面接受。

1.12 “Contract Agreement” means the contract agreement (if any) **referred to in Clause 26.**

1.12 合同协议书是指本合同第26条所诉的合同协议书。

1.13 “Appendix to Tender” means the contract agreement (if any) **referred to in Clause 16.**

1.13 投标书附件是指本合同第16条所诉的合同协议书。

总结：**referred to in Clause XX 本合同第XX条所诉的。。。**

1.14 “Commencement Date”means the date upon which the contractor receives the including plant in notice to commence issued by the engineer pursuant to clause 74.

1.14 开工日期是指承包商接到工程师根据本合同第74条发出开工通知书的日期。

1.15 “Time for Completion” means the time for completing the execution of and **passing the Tests on Completion** of the Works or any **Section** or **part** thereof **as stated in the Contract** ***calculated from the Commencement Date***.

1.15 竣工时间是指**合同规定*从工程开工日期算起***到**工程或任何部分或区段**施工结束并且**通过竣工检验**的时间。

1.16 ”Test on Completion“ means the tests specified in the Contract or otherwise agreed by the Engineer and the Contractor which are to be **made** by the Contractor before the Works or any section or part thereof are taken by the Employer.

1.16 or otherwise agreed by the engineer and the contractor 或由工程师与承包商另行商定的。。

竣工检验是指合同规定的或由工程师与承包商另行商定的检验，这些检验是由承包商在雇主对工程或其任何部分或区段接收之前**进行**的。

Which are to be ……翻译的时候要注意，处理成”这些检验“

the Works or any section or part thereof**工程或其任何部分或区段**

**before** the Works or any section or part thereof are taken by the Employer.

|  |  |
| --- | --- |
| **conj.** | **在…之前;在…以前** |

1.17 “Taking-over Certificate”means a certificate issued pursuant to Clause 81.

1.17 移交证书是指根据第81条颁发的证书。

1.18 “Contract Price” means the sum stated in the Letter of Acceptance as payable to the contractor for the execution and completion of the works and the remedying of any defects therein accordance with the provisions of the Contract.

1.18 合同价格是指中标函中写明的按照合同规定，为了工程的实施，完成及其任何缺陷的修补应付给承包商的金额。

1.19 “Retention Money” means the aggregate of all monies retained by the Employer pursuant to Clause 92.2(a).

1.19 保留金是指雇主根据第92.2（a）规定留存的所有金额的总和。

1.20 “Works” means the Permanent Works and the Temporary Works or **either of them as appropriate**.

1.20 工程是指永久工程和临时工程或**视情况为二者之一**。

1.21 “Permanent Works” means **the permanent works to be executed** concluding plant in accordance with the contract.

1.21 永久工程是指根据合同**将实施建造的永久工程**包括工程设备。

1.22 “Temporary Works” means all temporary works of every kind (other than Contractor’s Equipment) **required in or about** the execution and completion of the works and remedying of any defects therein.

1.22 临时工程是指在工程实施，完成和修补其任何缺陷时**需要的或有关的**所有各种临时工程，但承包商的设备除外。

1.23 “Plant” means machinery, apparatus and the like **intended to form or forming part of the Permanent Works.**

1.23 工程设备是指**预定构成或构成永久工程一部分**的机械，仪器以及类似设备。

1.24 “Contractor Equipment” means all appliances and **things of whatsoever nature** (other than Temporary Works) required for the execution and completion of the Works and remedying of any defects therein, but does not include Plant, materials or other things **intended to form or forming** **part of the Permanent Works.**

1.24 承包商的设备是指在工程实施，完成及其修补缺陷过程中所需的全部装置和**任何性质的物品**，但不包括**预定构成或构成永久工程一部分**的设备，材料或其他物品。

1.25 “Section” means a part of the Works **specifically identified in the Contract as a section.**

1.25 区段是指**合同中具体指定作为一个区段的**工程的一部分。

1.26 “Site” means the places provided by the Employer where the works are to be executed and any other places as **may be specifically designated** in the Contract as forming part of the site.

1.26 现场是指由雇主提供的用于进行工程施工的场所以及在**合同中可能明确指定**为现场组成部分的任何其他场所。