**Construction engineering design contract**

Designation：

Location：

No. of contract：

(Filled by undertaker)

Consignor：

Undertaker：

Signature date： year month day

Consignor(Party A)：

Undertaker(Party B)：Beijing Zhongjianhuateng decoration Co., Ltd

A entrusts B to bear the responsibility of , two parties reach an agreement and sign this contract after passing through the consultation.

Article 1 This contract is concluded in accordance with the following documents：

1.1 "Contract Law of the People's Republic of China" and "Construction Engineering Survey and Design Contract Regulations"

1.2 National and local laws and regulations on engineering survey and design management.

1.3 Construction project approval document.

Article 2 Name, scale and design content of this design project：

2.1 Designation of project：

2.2 Content of design： Article 3

Relevant information and documents submitted by A to B：

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| --- | --- | --- | --- | --- |
| No. | Name of document | Number of copies | Content requirement | Submission date |
|  |  |  |  |  |
|  |  |  |  |

Article 4 Design document submitted by B to A：

|  |  |  |  |
| --- | --- | --- | --- |
| Stage | Content of design service | Result submission | Submission date |
|  |  |  |  |
|  |  |  |
|  |  |  |

Article 5 Design fees and payment methods：

5.1 The total design cost of the project is yuan (capital:).

5.2 A pay 50% of the total design fee of yuan within 5 days after signing the contract, B issues the official invoice with appropriate amount.

5.3 A pay 35% of the total design fee of yuan within 5 days after submitting the drawings, B issues the official invoice with appropriate amount.

5.4 A pay the rest of the design fee which is 15% of the total design fee of yuan within 5 days after the completion of acceptance.

Article 6 Responsibilities of A and B：

6.1 Responsibilities of A：

6.1.1 A submits to B the information and documents within the stipulated time and should be responsible for its completeness, correctness and time limit according to the contents stipulated in Article 3 of this Contract. A submits the above-mentioned documents and documents within 15 days of the prescribed period, B shall deliver the design documents within the time limit prescribed in Article 4 of this Contract; if the delivery date exceeds 15 days, B has the right to refix the submission date.

6.1.2 If A changes the design, size, condition of project or if the submitted results are wrong or the content is greatly modified which may result in a design rework of B, the two parties need to negotiate and to sign an additional contract (or another contract) in order to reclarify the relevant articles.

6.1.3 During the execution of contract, if A terminates the contract due to its own problems, B should refund the part of fee already paid by A in the situation that no work has been done. If B has started the design work, A should pat the relevant fee to B according to the work.

6.1.4 A pays the design fee to B by respecting the amount and time stipulated in Article 5 of this contract, and should pay the overdue liquidated damages of 0.2% of the total amount to be paid for each overdue day. If the overdue days exceed 30 days, Party B has the right to suspend the work and notify A in writing form.

6.1.5 If A requests B to submit the design result in advance, A should pay supplemental working fees for B.

6.1.6 A provides the convenience of working and living for B's on-site workers.

6.1.7 A protects B's design copyrights. A should not copy or transmit the design documents of B to anyone else for using in other projects, if the mentioned case occurs, B has the right to claim indemnity.

6.2 Responsibilities of B：

6.2.1 B should deliver the design documents to A in accordance with the contents, time and number of copies specified in Article 4 of this Contract.

6.2.2 B should be responsible for modifying or supplementing of the omissions or errors in design documents. If there is any damage or accident happened due to B’s errors, B should not only take remedial measures but also exempt A from paying for the lost part and pay compensation to A in accordance with the extent of damage and the maximum amount of compensation shall not exceed the contract value of the design fee.

6.2.3 If the submission date is overdue due to the problems of B, 0.2% of the design fee should be reduced for each overdue day.

6.2.4 After all the design documents are submitted by B, B participates in the review of the higher authorities and makes necessary modifications in accordance with the conclusions of the review in the scope of the original plan. B should deliver the design documents within the time limit stipulated in the contract. Within one year, the construction work should begin. B is responsible for the design work, design submission and provides in-site construction services to A to deal with the design issues and acceptance of the completion. If this project has not yet started construction within one year, B is still responsible for the above work and could require a suitable consultation service fee.

6.2.5 B should not transmit or transfer the technical and economical documents submitted by A to anyone else, if the mentioned case occurs, A has the right to claim indemnity.

Article 7 Others

7.1 If A requires B to send a special person to stay in the construction site for a long time to solve the relevant problems, the two parties should sign a technical consulting service contract.

7.2 All the national or local standard drawing used in this contract should be purchased by A. According to Article 4 of this contract, if the numbers of design documents delivered by B exceed the stipulated amount in the “Standard of Engineering Design Fees”, B could charge the additional cost of production.

7.3 In this project, if A needs B to assist in construction materials, equipment, processing orders, A should be in charge of this part of fee.

7.4 If A entrusts B to undertake the work and services other than the contents of this contract, A should pay the additional fees to B.

7.5 In case that if the contract could not be terminated due to force majeure, the two parties should resolve the matter in time through consultation.

7.6 If any disputes happened during the execution of contract, the two parties should resolve the matter in time through consultation. In case of failure of consultation, the two parties agree to submit the dispute to the Beijing Arbitration Commission for arbitration in Beijing.

7.7 If there is any unsettled affair, the two parties could sign a supplemental agreement as an annex of the contract, the supplemental agreement shall have the same effect as the contract.

7.8 This contract shall be in 4 copies and each party holds two.

7.9 Once all the obligations conclude in the contract are finished, this contract could be terminated.

Stamp page

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| Consignor(Stamp)： | Undertaker (Stamp)：Beijing Zhongjianhuateng decoration Co., Ltd |
| Legal representative： | Legal representative： |
| Address： | Address： |
| Zip code： | Zip code：100015 |
| Telephone： | Telephone：010-84899590 |
| Fax： | Fax：010-84899590 |
| Bank： | Bank：China Merchants Bank Beijing Branch East Third Ring Sub-branch (463) |
| Bank account： | Bank account： 8611 8522 7710 001 |
| Signature of representative： | Signature of representative |

Signature date： year month day