**工程施工合同**

**Contract**

合同编号( Contract NO. )：

签订日期( Date )：

**发包方（简称甲方）**

Party A:

**承包方（简称乙方）：**

Party B:

根据《中华人民共和国合同法》以及其他有关法律法规规定的原则，结合本工程的具体情况，甲、乙双方在平等、自愿、协商一致的基础上达成如下协议，共同遵守。

According to “P.R.C Contract Law”, and other relevant laws and regulations to the specific circumstances of this project, parties A and B have hereby equally and voluntarily entered into the following agreement executed on the basis of mutual respect.

1. 工程概况

Project overview

* 1. 工程名称：

Project name:

* 1. 工程地点：

Project location:

* 1. 工程范围：

A. 新研发中心和新厂房的网络综合布线系统的施工；

B. 数据中心的建设，主要包含：数据中心的装饰工程、电气系统、空调系统、机房闭路监控系统、机房门禁系统、消防系统改造、机柜系统等。

Project contents:

A. The new R & D and new plant construction of network cabling systems;

B. Data Center, mainly includes: data center decoration and electrical systems, air-conditioning systems, CCTV systems, access control systems, firefighting system reform, server rack systems.

* 1. 开工条件：合同生效后，甲方预付款到位和现场具备开工条件。

Start conditions: After the commencement of the contract, Party A has started advance and on-site conditions in place.

* 1. 工程造价：合同工程总造价为￥ 元（CNY），人民币大写

Project cost：Total project cost is yuan ( CNY ).

详细合同价格表见附件报价清单。

Detailed contract price list see attached quotation list.

在详细设计和施工过程中，若工程量发生变化，按合同单价相应调整工程造价；若材质发生变化，按双方商定的补充协议调整工程造价。

In the detailed design and construction process, if the project quantity changes, according to the contract price adjustment project cost; if the material is changed, the supplemental agreement agreed by both parties for adjustment of engineering cost.

1. 付款方式

Terms of payment

* 1. 由乙方向甲方提供指定帐户、甲方以支票方式或银行转账方式向乙方结算合同款；

Party B shall provide the designated account to party A, Party A by check or bank transfer to pay the contract payment to Party B.

* 1. 本合同生效后，甲方付给乙方合同总价的40%作为工程预付款，即￥ 元；

After the signing of this contract, Party A shall pay to Party B 40% of the total contract price as the project advance payment;

* 1. 数据中心及网络布线系统工程完工并且双方签订工程验收报告后7天以内，甲方付给乙方合同总价的55%，即￥ 元；

Data center project and network cabling systems engineering completed and signed a project acceptance report by both parties within 7 days after, Party A shall pay to Party B 55% of the contract price.

* 1. 工程竣工后3个月内，甲方支付给乙方剩余的合同款，即￥ 元；

After the completion of the project within 3 months, Party A shall pay to Party B the remaining contract price.

1. 双方职责

Responsibilities of the parties

* 1. 甲方职责：

Responsibilities of party A:

a. 及时以书面形式通知乙方本工程具备开工条件的时间;

Timely written notice to Party B the conditions of this project have the time to start;

b. 协助乙方办理进驻施工现场所需人员证件、批件等有关手续；

To assist Party B to enter the construction site personnel required documents, approval documents and other relevant procedures;

c. 为乙方提供现场工程办公室和足够的现场仓库；

To provide on-site engineering office and sufficient field warehouse;

d. 积极协助乙方施工，协调施工时与各部门的配合，并负责提供工程所需的现场平面图及建筑结构图。

Actively assist Party B construction, coordination with various departments, and responsible for providing the needed for the project site plans and architectural drawings.

e. 及时按合同规定之付款进度向乙方支付工程款项。

Timely according to the terms of the contract payment schedule to pay Party B project funds.

* 1. 乙方职责：

Responsibilities of party B:

a. 乙方在工程开始前应组织有关人员研究和熟悉图纸，参与设计交底，安排施工总进度计划并提交给甲方；

Party B before the project begins shall organize relevant personnel to study and be familiar with drawings, involved in the design work, arrangement of construction general schedule plan and submit to Party A;

b. 向甲方或项目监理提供所购各种产品、设备的技术资料，接受进场检验；

To the party A or project supervision to provide the purchase a variety of products, equipment, technical information, accept entry inspection;

c. 遵守甲方或监理方对施工现场的有关规定；

Abide by the party or the supervision on construction site of the relevant provisions;

d. 按时完成乙方所承担的施工任务，保证工程施工质量。

Timely completion of construction tasks undertaken by Party B, to ensure construction quality.

1. 施工与工程设计变更

Construction and engineering design change

* 1. 乙方在施工中要根据国家颁发的施工验收规范和质量检验标准，以及设计要求进行，要求全部工程达到合格标准。

On the construction of Party B according to the country issued construction acceptance norms and quality inspection standards, as well as the design requirements, all project achieve the qualified standard.

* 1. 在施工中，要坚持按照设计文件和施工图纸施工，任何一方不得随意变更设计，如出现窝工、返工和材料损失，以及增加劳动力成本等，由于甲方的原因造成的，损失由甲方承担，由于乙方的原因造成的，损失由乙方承担。

During construction, to adhere to the design documents and construction drawings of the construction, any party shall not be arbitrarily changed design, such as the emergence of idleness, rework and loss of material, as well as an increase in labor cost, as the party A 's cause, loss borne by the party A, the Party B causes, losses shall be borne by Party B.

* 1. 在施工中，若甲方A有变更设计文件的要求，应书面通知乙方；若乙方发现设计文件有错误或严重不合理的地方，也应书面通知甲方，双方商定并修改设计文件和图纸后方可继续施工。

During the construction, if the party A to change the design document, shall give a written notice to Party B; if Party B is found the design documents are wrong or serious unreasonable place, should also be written notice to Party A, both sides agreed and modify design drawings and documents before it can continue to construction.

* 1. 在施工过程中，如遇下列情况，需顺延工期，双方应及时进行协商，并通过书面形式确定顺延期限：

In the process of construction, in case of the following circumstances, be extended period, both parties shall timely consultations, and through the written form to determine the extension of the time limit:

1. 因天灾或人力不能抗拒的原因被迫停工的；

Because of natural disaster or the manpower irresistible reasons forced shutdown;

1. 因甲方提出变更计划或变更施工图而不能继续施工的；

Because party A proposed changes to the plan or change the construction graph therefore cannot continue construction;

1. 乙方不能按期供设备或所供材料或者设备不合规格要求，被迫停工或不能顺利施工的；

Party B fails to supply equipment or for the materials or equipment of different specifications, was forced to shut down or not smooth construction;

1. 竣工验收与售后服务

Final acceptance and after-sales service

* 1. 乙方必须严格执行隐蔽工程验收制度，凡隐蔽工程完成后，必须经过验收并作好记录(隐蔽工程指墙内、吊顶内的管线施工等）。

Party B must strictly enforce the hidden work system, where the hidden work has been completed, must pass inspection and make records (hidden works refers to the wall, the ceiling inside the pipeline construction, etc.).

* 1. 整体工程竣工后，乙方向甲方提交竣工文档并提交书面验收申请。甲方接到申请后7日内组织有关人员按照合同内容和事先约定的验收条款进行项目验收，并出具双方签字的验收报告。如甲方不能按期组织验收，须提前通知乙方，并与乙方另行商定验收日期，但甲方必须承认乙方的竣工时间。甲方推迟验收，其间所发生的管理费和各项损失均由甲方负担。如果提交验收申请后一个月仍未能完成验收，则以竣工之日作为系统的保修开始日期。

When the whole project is completed, Party B shall submit to party A complete documentation and submit a written acceptance application. Party A shall within 7 days after receiving the application organize relevant personnel in accordance with the contract contents and the prescribed inspection clause of project acceptance, and issue the report signed by both parties. If Party A fails to organize acceptance, shall inform Party B in advance, and Party B to be agreed date of acceptance, but party A must acknowledge party B completion time. party A delayed acceptance, during which occurred in the management fees and all losses shall be borne by Party A. If the submission of acceptance application one month after failed to complete acceptance, the completion date as the system warranty start date.

* 1. 工程验收合格后进入质保期。质保期为验收合格之日起12个月。在质保期内，乙方应对系统除人为因素外的所有故障负责免费维修或更换。

Project after acceptance into the warranty period. Warranty period from the date of acceptance of 12 months. During the warranty period, Party B shall system in addition to human factors all fault is responsible for free repair or replacement.

* 1. 在质保期内，乙方做到对甲方求援电话2小时内响应，8小时内抵达现场并着手解决问题。质保期结束后，乙方对系统进行有偿维护。有偿维护的费用由双方协商。

During the warranty period, Party B shall do to help telephone response within 2 hours, 8 hours to arrive at the scene and set about solving the problem. After the end of the warranty period, Party B on the system paid maintenance. Paid maintenance costs through consultation by the two parties.

1. 技术服务和培训

Technical service and training

* 1. 由乙方按技术培训大纲负责对甲方的有关操作人员和维修人员进行使用级培训。通过培训，使甲方的受训人员能掌握系统设备的配置，能进行正确操作和日常维护及一般常见故障排查。接受培训的人员由甲方确定，日期由甲乙双方共同商定。

Party B according to the technical training program for Party A 's operators and repair personnel to use class training. Through training, the trainees can grasp the party system equipment configuration, can correct operation and routine maintenance and common trouble shooting.Trained personnel were identified by the party A, the date mutually agreed by both parties.

* 1. 在保修期内，乙方提供两次上门巡检服务，包括各系统运行状况的查看、记录，以及必要的设备维护。

During the warranty period, Party B shall provide two on-site inspection services, including the status of system view, recording, and the necessary equipment maintenance.

* 1. 乙方为甲方免费提供网络综合布线系统和数据中心的技术咨询服务。

Party B shall provide free network cabling system and data center technical advisory services.

1. 违约责任

The liability for breach of contract

* 1. 乙方提供货物的质量或规格不符合合同约定，行业规格或政府的法令法规的要求的，甲方可以根据货物的性质以及损失大小，要求乙方承担修理，更换，退货，减少价款等责任。

Party B shall provide the quality or specifications of the goods does not conform to the contract specifications, industry or government regulatory requirements, Party A may according to the nature of the goods and the loss of size, B should bear the repair, replacement, return, reduce cost.

* 1. 乙方除因受《中华人民共和国合同法》规定的不可抗力因素影响外，如果未能按计划施工，则乙方在竣工之日前，每日应按甲方所支付合同款的1‰（大写：千分之一）赔偿甲方损失。

Party B except due to" P.R.C Contract Law" provisions of force majeure factors, if the construction not on schedule, then Party B in the completion date, daily should be paid by Party A contract to 1‰ (in words: 1/1000) compensation for the loss of Party A.

* 1. 在履行合同过程中，如果乙方提前获知有不能按时交货或提供服务的情况，应及时以书面形式将不能按时交货的理由、预期延误时间通知甲方。甲方收到乙方通知后，认为其理由正当的，可酌情延长交货时间。

During performance of the contract, if Party B know ahead of time has not delivered on time or to provide service, should be promptly in writing of the reasons for not delivered on time, anticipated delay time notify party. Party A received notification, think its reason, could be appropriate to extend the time of delivery.

* 1. 若由于甲方更改设计需求、未确认材料或设备型号、未确认施工方案而导致设备订货周期推迟，因此导致的延迟交货，乙方不负担任何责任。

If due to Party A to change the design demand, did not confirm material or equipment models, unrecognised construction scheme caused by equipment order cycle time delay, thus causing the delay of delivery, Party B does not bear any responsibility.

* 1. 甲方在合同规定的付款期限内未能及时付款，视为甲方违约。甲方每日按合同款项的千分之一赔偿乙方损失。

Party A in the contract payment period failed to timely payment, regarded as a breach of contract. Party A according to the contract sum 1/1000 daily compensation for any loss of Party B.

* 1. 甲乙任意方因第三者的原因造成违约的，应向对方承担违约责任。

Any party for the third party reasons for default, shall be liable to the other party for breach.

1. 合同的变更

The modification of Contract

合同需在甲乙双方公平协商，达成一致的条件下进行变更，变更的内容需以文字正本形式经双方授权人签字并盖章后生效。一切变更内容作为附件存在与合同正本具有相同的法律效力。

Any modification must on the basis of fair negotiation and be accepted by both sides. The formal file of modified contract should be validating after signed and stamped by authorized person of both sides. All change to the content as an attachment with the original contract have the same legal effect.

1. 仲裁

Arbitration

双方对于任何合同内容上的争议首先依据《中华人民共和国合同法》进行协商解决，如不能解决，可由北京市合同仲裁委员会仲裁解决。

Any dispute of the contract should be negotiate and solved at first base on “P.R.C Contract Law ”, if it is can not solved by discuss of both sides, the final arbitration was made by “Contract Intermediation committee of Beijing”.

1. 合同使用的文字极其效力

Effectiveness of the Character

合同以中英文两种文字书写，具有相同的法律效力，任何内容上的由于语言造成的矛盾，以中文为有效文字。

The contract was written in English and Chinese, they have the same effectiveness in law, Chinese is the final valid character when any difference of understanding produced.

1. 合同未尽事宜的说明

The explain items not included in contract

合同未尽事宜，由甲乙双方依据《中华人民共和国合同法》协商解决。

The items that are not included in the contract should be negotiated by both side on the base of “P.R.C Contract Law ”.

1. 其它

Others

本合同一式四份，甲乙双方各执二份。双方授权人签字盖章起合同生效。

Four copies of the contract, both parties shall keep two copies. The valid data start from the contract signed and sealed and sealed by authorized person of both sides.

**合同附件：报价清单**

Appendix: list of quotations

**甲方盖章： 乙方盖章：**

Seal of Part A Seal of Part B

地址： 地址：

Address Address

授权人签字： 授权人签字：

Signature Signature

电话： 电话：

Tel Tel

传真： 传真：

Fax Fax

邮编： 邮编：

Post Code Post Code