**建设工程设计合同**（二）

**Engineering Service Contract (Ⅱ)**

（专业建设工程设计合同）

(Professional Engineering Service Contract For Construction Project)

工 程 名 称：

Name of the project:

工 程 地 点：

Location of the project:

合 同 编 号：

（由设计人编填）

Contract No.:   
 (Filled in by the Designer)

设计证书等级：

Level of the design certificate:

发 包 人：

Employer:

设 计 人：

Designer:

签 定 日 期：

Date of contract:

**监制**

**江 苏 省 建 设 厅**

**江苏省工商行政管理局**

Supervised by: Jiangsu Provincial Department of Construction  
Jiangsu Provincial Administration for Industry and Commerce

发包人:

Employer: (Party A)  
设计人:

Designer: (Party B)

发包人委托设计人承担工程设计,工程地点为 ,经双方协商一致,签订本合同,共同执行。

The Employer entrust the Designer to undertakethe engineering design of \*\*\* and the location for the project is within the plant of .After friendly consultation, the Parties hereby sign this Contract as follows：

1. 本合同签订依据。

Article 1 Basis for the conclusion of this Contract

1.1《中华人民共和国合同法》、《中华人民共和国建筑法》、 《建设工程勘察设计市场管理规定》。

1.1 The Contract Law of the People’s Republic of China; The Construction Law of the People’s Republic of China; Regulations on the Administration of the Market for Survey and Design of Engineering Construction.

1.2 国家及地方有关建设工程勘察设计管理法规和规章。

1.2 National and local rules and regulations on the administration of the market for survey and design of engineering construction.

1.3建设工程批准文件。

1．3 Approval documents of the engineering construction

1. 设计依据。

Article 2 Basis for design of the engineering construction

2.1发包人给设计人的委托书或设计中标文件

2.1 Letter of Authority or documents on letter of acceptance provided by the Employer to the Designer.

2.2发包人提交的基础资料

2.2 Basic materials submitted by the Employer.

2.3设计人采用的主要技术标准是：

国家及地方现行的技术标准和规范

2.3 The main technological standards adopted by the Designer are as follows:

Current national and local technological standards, rules and regulations.

1. 合同文件的优先次序

Article 3 Priority of the contractual documents

Current national and local technological standards, rules and regulations.

构成本合同的文件可视为是能互相说明的，如果合同文件存在歧义或不一致，则根据如下优先次序来判断：

The several documents forming the Contract are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies, the priority of the documents forming the contract shall be as follows:

3.1合同书

3.1 The Contract

3.2中标函（文件）

3.2 The Letter of Acceptance (documents);

3.3发包人要求及委托书

3.3 Requirements of the Employer and letter of authority;

3.4投标书

3.4 The Tender.

1. 本合同项目的名称、规模、阶段、投资及设计内容（根据行业特点填写）。

Article 4 Name, size, stages, investment and content of design (which may be filled in according to the characteristics of the industry).

名称：

Name:

规模：

Size:

阶段：

Stage:

投资：约 万美元

Investment: About dollars

设计内容及工作范围：

Design content and work scope：

1. 发包人向设计人提交的有关资料、文件及时间。

Article 5 Materials and documents delivered by the Employer to the Designer and time for delivery of materials and documents

1.上级部门的批复文件。(合同生效后)

1.Official reply document by higher authority(after effectiveness of contract);

2.设计开始前应提供有关技术规格资料。(合同生效后)

2.The Employer should supply related technological specification documents before starting to design;

3.主管部门对方案设计的审批意见。（施工图开始前提供）

3. Official reply of the power supply department on consent of the power supply.(supply before construction drawing)

1. 设计人向发包人交付的设计文件、份数、地点及时间。

Article 6 Delivery of design documents by the Designer to the contract issuing party and copies, location and time for the delivery

1. 费用。

Article 7 Charges

7. 1 双方商定，本合同的设计费为 **万元。**收费依据和计算方法按国家和地方有关规定执行，国家和地方没有规定的，由双方商定。

7.1 The Parties agree that charges for the design hereunder shall be . The basis for charges and the method of computing shall be in accordance with relevant national and local provisions. Where there are no relevant national and local provisions, it shall be discussed and determined by the Parties.

7. 2 如果上述费用为估算设计费，则双方在初步设计审批后，按批准的初步设计概算核算设计费。工程建设期间如遇概算调整，则设计费也应作相应调整。

7.2 If the design charges mentioned above are appraised prices, both parties will compute design charges based on the approved rough estimate of preliminary design after preliminary design approval. If there is rough estimate adjustment in period of engineering construction, the design price will be adjusted accordingly.

1. 支付方式。

Article 8 Terms of payment

8.1 本合同生效后三天内，发包人支付设计费总额的30%，计 万元作为定金（合同结算时，定金抵作设计费）。

8.1 Within three days upon the effectiveness of this contract, the Employer shall pay the Designer 30% of contract price namely RMB Yuan as the down payment.( The down payment shall be counted as the charges for design upon settlement of the contract).  
8.2设计人提交 方案 设计文件后三天内，发包人支付设计费总额的20%，计 万元；设计人提交 施工图 设计文件后三天内，发包人支付设计费总额的45%，计 万元；工程完工后，结清设计费，不留尾款。

8.2 Within three days upon the submission of schematic design documents by the Designer, the Employer will pay 20% of contract price namely RMB Yuan. Within three days upon the submission of construction drawings by the Designer, the Employer will pay 45% of contract price namely RMB Yuan. After completion of the project, the Employer will pay the rest RMB \*\* \*Yuan, without any remainder.  
8.3 双方委托银行代付代收有关费用。

8.3 The Parties shall entrust bank to collect and pay for relevant charges.

1. 双方责任。

Article 9 Responsibilities of the Parties

9.1 发包人责任

9.1 Responsibilities of the Employer  
9.1.1发包人按本合同第五条规定的内容,在规定的时间内向设计人提交基础资料及文件,并对其完整性、正确性及时限负责。发包人不得要求设计人违反国家有关标准进行设计。

发包人提交上述资料及文件超过规定期限15天以内，设计人按本合同第六条规定的交付设计文件时间顺延；发包人交付上述资料及文件超过规定期限15天以上时，设计人有权重新确定提交设计文件的时间。

9.1.1 The Employer shall submit to Designer basic materials and documents within specified period as provided in Article 5 of this contract and shall be responsible for the completeness, accuracy and time limit of the materials and documents. The Employer shall not require the Designer to conduct design in violation of relevant national standards.  
In case there is a delay of less than 15 days exceeding the specified time limit for the delivery of the above materials and documents by the Employer, the time limit for the Designer to deliver design documents shall be extended accordingly; in case there is a delay of more than 15 days exceeding the specified time limit for the delivery of the above materials and documents by the Employer, the Designer shall have the right to re-determine the time for delivery of the design documents.  
9.1.2 发包人变更委托设计项目、规模、条件或因提交的资料错误，或所提交资料作较大修改，或设计周期变化，以致造成设计人设计返工或工作量加大时，双方除另行协商签订补充协议（或另订合同）、重新明确有关条款外，发包人应按设计人所耗工作量向设计人支付返工费。

在未签订合同前发包人已同意，设计人为发包人所做的各项设计工作，发包人应支付相应设计费。

9.1.2 In case of the Designer’s rework on the design resulted for changes of the engineering, size and conditions of the design by the Employer or mistakes of the materials submitted or major revision on the submitted materials, the Parties shall conclude supplementary agreement separately (or conclude additional agreement) and redefine relevant terms and conditions, and the Employer should pay charges for rework to the Designer according to the workload.

The Employer has agreed before the conclusion of the contract that it will pay charges of design to the Designer for all the design works conducted by the Designer.

9.1.3 在合同履行期间,发包人要求终止或解除合同,设计人未开始设计工作的,不退还发包人已付的定金;已开始设计工作的,发包人应根据设计人已进行的实际工作量,不足一半时,按该阶段设计费的一半支付;超过一半时,按该阶段设计费的全部支付。

9.1.3 During the performance of the contract, if the Employer requires to terminate or cancel the contract before the Designer starts the design work, the Designer will not return the down payment already paid by the Employer; if the Designer has started the design work, the Employer shall pay for the actual workload already done by the Designer. When the actual workload of the design is less than half of the work at the stage, the Employer shall pay half of the payment for the design work at the stage. When the actual workload of the design is more than half of the work at the stage, the Employer shall pay all the payment for the design work at the stage.

9.1.4发包人必须按合同规定支付定金,收到定金作为设计开工的标志。未收到定金，设计人有权推迟设计工作的开工时间,且交付文件的时间顺延。

9.1.4 The Employer should pay down payment as provided by the contract and receipt of down payment will be the symbol for the commencement of the design work by the Designer. The Designer shall have the right to put off the commencement date of the design work if it has not received the down payment and the time for delivery shall be extended accordingly.

9.1.5发包人应按本合同规定的金额和日期向设计人支付设计费,每逾期支付一天，应承担支付金额千分之二的逾期违约金，且设计人提交设计文件的时间顺延。逾期超过30天以上时,设计人有权暂停履行下阶段工作,并书面通知发包人。发包人的上级或设计审批部门对设计文件不审批或本合同项目停缓建, 发包人均应支付应付的设计费。

9.1.5 The Employer should pay charges for design to the Designer at the amount and date provided in this Contract. For each day of overdue payment, 2‰ of the overdue payment shall be paid as damages for overdue payment and the time for delivery by the Designer shall be extended accordingly. Where the delay of payment has exceeded 30 days, the Designer shall have the right to suspend the performance of the work at the next stage and give written notice to the Employer. In case the higher authority or competent department of design approval would not approve the design documents or the engineering construction of this contract is suspended or stopped, the Employer should pay the payable charges for design.

9.1.6发包人要求设计人比合同规定时间提前交付设计文件时,须征得设计人同意,不得严重背离合理设计周期,且发包人应支付赶工费。

9.1.6 If the Employer requires the Designer to deliver the design documents in advance, it should get the prior consent of the Designer without serious deviation from the reasonable design circle, and the Employer shall pay the crush cost.

9.1.7发包人应为设计人派驻现场的工作人员提供工作、生活及交通等方面的便利条件及必要的劳动保护装备。

9.1.7 The Employer should offer conveniences in aspects of working, living and traffic and necessary labor-protection equipments.

9.1.8设计文件中选用的国家标准图、部标准图及地方标准图由发包人负责解决。

9.1.8 The Employer shall be responsible for the national standard drawing, ministerial standard drawing and local standard drawings.

9.1.9承担本项目外国专家来设计人办公室工作的接待费（包括传真、电话、复印、办公等费用）。

9.1.9 The Employer shall bear the expenses for receiving foreign expert in charge of the engineering to the Designer’s office (including expenses on fax, telephone and office affairs).

9.2 设计人责任

9.2 Designer’s responsibilities

9.2.1 设计人应按国家规定和合同约定的技术规范、标准进行设计,按本合同第六条规定的内容、时间及份数向发包人交付设计文件（出现9.1.1、9.1.2、9.1.4、9.1.5规定有关交付设计文件顺延的情况除外）。并对提交的设计文件的质量负责。

9.2.1 The Designer should carry out design work in accordance with technological rules and standards provided in this contract or the state, and deliver design documents as the content, time and copies specified in Article 6 of this Contract (except for the circumstances provided in Art. 9.1.1, 9.1.2, 9.1.4, 9.1.5 under which the delivery of design documents may be extended), and shall be responsible for the quality of the design documents.

9.2.2 设计合理使用年限为主体结构50年（砖混或框架结构）。

9.2.2 The design life of the engineering construction shall be main structure fifty years.

9.2.3负责对外商的设计资料进行审查,负责该合同项目的设计联络工作。

9.2.3 The Designer shall be responsible for the scrutiny on the foreign investor’s design material and contact on the design of the engineering.

9.2.4 设计人对设计文件出现的遗漏或错误负责修改或补充。由于设计人对设计错误造成工程质量事故损失，设计人除负责采取补救措施外，应免收损失部分的设计费，并根据损失程度向发包人支付赔偿金，赔偿金数额最多与受损部分的设计费相等.

9.2.4 The Designer shall be responsible for the revision or supplement to the mistakes or omission of the design documents. If any engineering quality accidents happen because of the Designer’s fault, the Designer should be responsible for taking remedial measures as well as reduce the design charges on the affected part of the design work and compensate the Employer according to the degree of loss. The amount of the damages for compensation is no more than the design price of the actual loss.

9.2.5 由于设计人原因，延误了设计文件交付时间，每延误一天，应减收该项目应收设计费的千分之二。

9.2.5 If the delivery of design documents are delayed for the Designer’s reason, each day overdue will resulted in the reduction of 2‰ of the design charges for the engineering.

9.2.6 合同生效后，设计人要求终止或解除合同，设计人应双倍返还发包人已支付的定金。

9.2.6 After the contract enters into force, the Designer may require termination or cancellation of the contract and the Designer should return the down payment in double.

9.2.7 设计人交付设计文件后,按规定参加有关上级的设计审查,并根据审查结论负责不超出原定范围的内容做必要调查补充。设计人按合同规定时限交付设计文件一年内项目开始施工,负责向发包人及施工单位进行设计交底、处理有关设计问题和参加竣工验收。在一年内项目尚未开始施工,设计人仍负责上述工作,可按所需工作量向发包人适当收取咨询服务费,收费额由双方商定。

9.2.7 Upon delivery of the design documents, the Designer shall participate in the inspection on the design by the relevant higher authority as provide and shall be responsible for necessary adjustment and supplements to the content within the original scope of the design according to the inspection conclusion. The Designer shall start the construction within one year upon delivery of the design documents within the specified time limit and shall be responsible for the technological disclosure to the Employer and construction unit, handling with relevant matters on design and participation in the acceptance upon completion of the engineering construction. In case the engineering construction has not started within one year, the Designer shall still be responsible for the above work and may collect reasonable service fee for consultancy from the Employer according to the needed workload. The amount of the service fee shall be discussed and determined by the Parties.

1. 保密。

Article 10 Confidentiality

双方均应保护对方的知识产权,未经对方同意,任何一方均不得对对方的资料及文件擅自修改、复制或向第三人转让或用于本合同项目外的项目。如发生以上情况，泄密方承担一切由此引起的后果并承担赔偿责任。

Both Parties shall protect each other’s intellectual property rights. Without prior consent, neither party shall revise, copy or transfer to a third party or use for the project other than the project of this Contract any materials and documents of the other party. Under such circumstances, the disclosing party shall be responsible for all the any consequence it resulted and shall bear the relevant compensation

1. 仲裁。

Article 11 Arbitration

本建设工程设计合同发生争议，发包人与设计人应及时协商解决。也可由当地地建设行政主管部门调解，调解不成时，双方当事人同意由 仲裁委员会仲裁。双方当事人未在合同中约定仲裁机构，当事人又未达成仲裁书面协议的，可向人民法院起诉。

If any disputes arises in connection with this Engineering Service Contract, it shall be settle by friendly consultation of the Parties, or be submitted to the competent local construction administration department for mediation. Where the dispute can not be settled by mediation, it shall be submitted to the Arbitration Committee for settlement. Where the Parties have not agreed on the arbitration organization in the Contract nor conclude arbitration agreement in written form, the dispute will be brought to the People’s Court.

1. 合同生效及其他。

Article 12 Contract effective and miscellaneous

12.1 发包人要求设计人派专人长期驻施工现场进行配合与解决有关问题时,双方应另行签定技术咨询服务合同。

12.1 As per the request of the Employer for dispatch of personnel to stay on the Construction site so as to coordinate and solve relevant issues, the individual technical consultant service contract shall be signed by both parties.

12.2 设计人为本合同项目的服务至施工安装结束为止。

12.2 Service provided by the Designer for the Project in this Contract will be concluded until the completion of construction and installation.

12.3本工程项目中,设计人不得指定建筑材料、设备的生产厂或供货商。发包人需要设计人配合建筑材料、设备的加工订货时，所需费用由发包人承担。

12.3 In the projects of the Contract, Designer shall not appoint manufacturers or Designers of construction materials and equipments. Where there is a necessity that Designer shall cooperate with Employer in ordering the process of construction materials and equipments, the relevant fee shall be paid by Employer.

12.4 发包人委托设计人配合引进项目的设计任务,从询价、对外谈判、国内外技术考察直至建成投产的各个阶段，应吸收承担有关设计任务的设计人员参加。出国费用，除制服费外，其他费用由发包人支付。

12.4 The Employer entrusted the Designer to cooperate with the engineering work of imported project and design personnel undertaking relevant design assignment shall be included in all stages from enquiry, business negotiation, domestic and overseas technical inspection until the production period. The fee for overseas business trip and other relevant fee will be paid by Employer except the fee for purchasing dress.

12.5 发包人委托设计人承担本合同内容以外的工作服务,另行签订协议并支付费用。

12.5 Additional agreement for any other service, which Employer entrusts Designer to provide, however, out of the scope of the Contract, shall be signed and the payment shall be paid correspondingly.

12.6 由于不可抗力因素致合同无法履行时，双方应及时协商解决。

12.6 For any failure to perform any term or condition of this Contract due to the force majeure, both parties shall, in good faith, attempt to settle amicably and by mutual agreement.

12.7 本合同双方签字盖章即生效,一式**四** 份,发包人 **二** 份,设计人 **二** 份。

12.7 The Contract is effective once after both parties stamped and signed. There are totally four copies of the Contract, Employer retains two copies, and Designer retains two copies.

12.8 本合同生效后,按规定应到项目所在地省级建设行政主管部门规定的审查部门备案；双方认为必要时, 到工商行政管理部门签证。双方履行完合同规定的义务后,本合同即行终止。

12.8 Once this Contract became effective, it should be registered in the Auditing Section stipulated by Provincial Administrative Ministry of Construction where the Project locates. Where is necessity mutually agreed by both parties, the Contract shall be certified by Local Administration for Industry and Commerce. This Contract is to be concluded once after both parties fulfilled their own responsibilities.

12.9 双方认定的来往传真、电报、会议纪要等，均为合同的组成部分，与本合同具有同等法律效力。

12.9 Any correspondence, including faxes, telegram, meeting minutes agreed by both parties, are components of the Contract, which shall have the same validity with this Contract.

12.10 未尽事宜,经双方协商一致,签订补充协议,补充协议与本合同具有同等效力。

12.10 As for matters not covered in this Agreement, supplementary agreement may be concluded by the Parties separately and such supplementary agreement shall have the same legal validity with this Contract.

发包人名称： 设计人名称：

Name of the Employer: Name of the Designer:

(盖章）(Stamp) （盖章）(Stamp)

法定代表人：（签字） 法定代表人：（签字）

Legal representative: Legal representative:

(signature) (signature)

委托代表人：（签字） 委托代表人：（签字）

Authorized proxy: Authorized proxy:

(signature) (signature)

项目经理：（签字） 项目经理：（签字）

Project manager(signature) Project manager(signature)

住 所：住 所：

Address: Address:

邮政编码： 邮政编码：

Postal code: Postal code:

电 话： 电 话：

Tel.: Tel.:

传 真： 传 真：

Fax: Fax:

开户银行： 开户银行:

Bank: Bank:

银行帐号： 银行帐号：

Bank account: Bank account:

单位名称：

Company’s name:

建设行政主管部门备案： 签证意见：

Record at the competent Verification opinion:

Construction administration

department:

（盖章） （盖章）

(Stamp) (Stamp)

备 案 号： 经 办 人：

Record No.: Handling person:

备案日期： 年 月 日 签证日期： 年 月 日

Date of record: Date of verification: