

第三部分 合同范本/ Part III Contract

合同编号 Contract No.:



前海八、十单元城市设计合同

Contract on the Urban Design of Unit 8 & 10 of Qianhai

立项编号 Project No.:

合同双方: 深圳市前海开发投资控股有限公司 (甲方)

(乙方)

Signed between Qianhai Holdings (Party A) and
(Party B)

项目名称: 前海八、十单元城市设计

Project Title: Urban Design of Unit 8 & 10 of Qianhai

签署日期: 年 月 日

Signed on (YYYY/MM/DD):

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第一部分 协议书

Part I - The Agreement

甲方: 深圳市前海开发投资控股有限公司

Party A: Shenzhen Qianhai Development Investment Holdings Co., Ltd.

乙方: _____

Party B: _____

鉴于甲方已于____年____月____日向乙方发出前海八、十单元城市设计项目《中标通知书》，为明确双方的权利义务，经友好协商，现就前海八、十单元城市设计项目（本项目）达成协议书，以共同遵守。

In view of the fact that Party A has issued the project "Tender Award Notice" to Party B on the _____, in order to clarify the rights and obligations of both Party A and Party B, after negotiation, an agreement has been reached for the Urban Design of Unit 8 & 10 of Qianhai (the Project) between both parties , and abide it all of us.

第一条 项目概况

Article 1 Project Overview

1.1 项目名称: 前海八、十单元城市设计

Project Name: Urban Design of Unit 8 & 10 of Qianhai

1.2 项目地点: 深圳市前海合作区前湾片区

Project Location: Qianwan Area Qianhai Cooperation Zone

1.3 设计内容: 深化城市设计（不含建筑部分），具体工作内容包括城市风貌、建筑布局、公共空间、交通组织、地下空间及区域协调等（具体详见专项条款）。

Design Content: Urban Detailed Design (excluding architectural design), specific content of work includes the cityscape, arrangement of buildings, public space, transportation organization, underground spaces and inter-regional coordination (See Specific Provisions for more information).

1.4 建设规模： 规划用地面积____平方米；规划建筑面积____平方米。

Area of Development: The area of the site is _____ square meters; the planned floor area is _____ square meters.

1.5 投资规模：_____

Investment scale: _____

1.6 资金来源： 财政性资金。

Funded by: Fiscal funds

第二条 合同组成及解释顺序

Article 2 Contract Composition and Priorities

组成合同的下列各项文件应互相解释，互为说明。除专用条款另有约定外，解释合同文件的优先顺序如下：

The following documents that make up the contract should be mutually explanatory and supplementary. Unless otherwise agreed in the Specific Provisions, the priority of the contract documents is as follows:

2.1 本合同协议书 Agreement in this Contract;

2.2 中标通知书 Tender Award Notice;

2.3 合同专用条款 Specific Provisions of this Contract;

2.4 合同通用条款和附件 General Provisions and Annex of this Contract;

2.5 招标文件及其附件函件 Invitation to Tender and its attached correspondence;

2.6 投标文件及其附件 Tender documents and its Annex;

2.7 设计技术标准及规范 Design technical standard and regulations;

2.8 项目设计任务书 Project Design Brief;

2.9 其他作为本合同不可或缺的资料或文件 Other data or documents essential to this Contract

双方有关的变更、补充合同、会议纪要、备忘录等在合同订立及履行过程中形成的与合同有关的文件均构成合同文件组成部分。

Changes, additional agreements, meeting minutes, memorandums, and other documents that are relevant to and constitute the contract documents produced during the establishment and performance of the contract.

当上述合同文件发生矛盾或产生不一致时，应以最新签订的为准。不同顺序的文件发生矛盾或产生不一致时，顺序在前的文件具有优先权。若中文与英文表义不同时，以中文为准。当采用以上优先顺序原则仍不能解决的应优先适用对委托人有利的解释，并先行遵照执行。对存有的争议，在不影响项目正常进行的情况下，由双方协商解决，双方协商不成按本合同关于争议的约定处理。

Where there is a contradiction or inconsistency for the above contract documents, the latest one shall prevail; for all documents with different order, the one in the preceding order shall prevail; in case of any discrepancy between Chinese version and English version, the Chinese version shall prevail. When the priority order cannot be determined through above solutions, the favorable explanation for the client should be applied first, and the implementation should be followed accordingly. Any dispute that exists shall be settled by both parties through negotiation without affecting the normal progress of the project. If the negotiation fails, two parties shall settle the dispute as agreed herein.

第三条 合同内容

Article 3 The Contract

本合同内容为城市设计，具体工作内容包括空间结构、功能布局、交通组织、景观系统、建筑风貌、建筑布局、地下空间规划、分期开发策略、可持续发展策略、城市设计导则等，具体详见专项条款。

This Contract is for Urban Design. Specific content of work includes the spatial structure, functional layout, traffic organization, landscape system, architectural appearance, architectural layout, basement spatial planning, phasing strategy, sustainable development strategy, urban design guidelines, etc., as detailed in the Special Provisions.

第四条 工作周期安排及要求

Article 4 Work Arrangement and Requirements

本次乙方设计工作从中标通知书签发到设计成果文件送审稿完成所需时间总计暂定 6 个月，具体安排见专用条款。

The duration of Party B's design work starting from receipt of the competition award notice to the submission of the deliverables is tentatively set at 6 months. See Specific Provisions for specific arrangements.

第五条 双方承诺

Article 5 Promises of Both Parties

5.1 甲方向乙方承诺：按照本合同约定的期限、方式、币种、额度向乙方支付合同价款。

Party A's Promise to Party B: To pay the Contract Price to Party B in accordance with the deadlines, methods, currency, and amount agreed in this Contract.

5.2 乙方向甲方承诺：按照本合同约定的工作范围及要求按期完成全部工作内容。

Party B's Promise to Party A: To complete all of the content of work in accordance with the scope of work and schedule agreed in this Contract.

第六条 合同价款

Article 6 Contract Price

本项目合同总价为含税固定价人民币（大写）_____（¥ _____ 元），若乙方为境外单位，由甲方负责代扣代缴乙方在中国境内缴纳的税款（税款以中国税务机关核定为准）后，再支付税后费用。

The total contract price of the project is fixed price renminbi (capital) _____ yuan exactly (¥ _____ yuan). If Party B is an overseas company, Chinese tax which shall be determined by the government and be withheld by Party A.

第七条 工作成果

Article 7 Deliverables

乙方应向甲方提交的文件及其份数：

Party B shall submit the following copies of deliverables:

7.1 设计文件 10 套;

Design documents 10 copies:

7.2 各阶段的所有成果及最终成果（包括全部存档图纸及各类设计成果文件等）光盘两套（不加密、可编辑并不限制使用时间，含*.DWG 文件、SketechUp 或 3Dmax 模型文件）。

All interim deliverables and the final deliverables (including hardcopies of calculation statements, all the archived drawings and various design deliverable documents) in two sets of CDs (non-encrypted, read-write mode with no expiration date, including *.DWG files, SketechUp or 3Dmax files)

7.3 甲方要求的其他资料。详见甲方在深化阶段提供的《前海八、十单元城市设计深化阶段任务书》。

Other data required by Party A. See 'Brief for Urban Design Detail Development of Qianhai Unit 8 and 10 provided by Party A during the design detail development stage.

第八条 合同生效、终止

Article 8 Effect and Termination

8.1 本合同书未尽事宜由双方协商解决。

Matters not covered in this contract will be resolved by negotiation between the parties.

8.2 本合同书经双方法定代表人或授权代表签字并加盖公章后即产生法律效力，自结清合同价款之日起终止。

This contract is legally binding upon the signature of the legal representative or authorized representative of both parties and the official seal is affixed, and is terminated on the date of settlement of the contract price.

第九条 合同份数

Article 9 Number of Copies of the Contract

本合同一式8份，甲方执7份，乙执1份。

The Contract will have 9 copies; Party A shall keep 7 copies and Party B shall keep 1 copy.

第十条 付款信息

Article 10 Payment Account Information

乙方帐号信息如下：

Party B's bank account information as follows:

银行账户名称 Name:

银行账户币种 Currency: 人民币 CNY

银行账号 IBAN:

银行识别码 BIC:

甲 方： Party A	(盖 章 Chop)	乙 方： Party B	(盖 章 Chop)
地 址： Address		地 址： Address	
电 话： Telephone		电 话： Telephone	
传 真： Fax		传 真： Fax	
开 户 银 行： Account Bank		开 户 银 行： Account Bank	
账 号： Account no.		账 号： Account no.	
法 定 代 表 人 或 其 授 权 的 代 理 人： Legal representative or authorized representative	(签字 Signature)	法 定 代 表 人 或 其 授 权 的 代 理 人： Legal representative or authorized representative	(签 字 Signature)
日 期： Date:	年 月 日	日 期： Date:	YYYY MM DD

第二部分 通用条款

Part II – General Provisions

第一条 定义和解释

Article 1 Definition and Interpretation of Terms

本合同条款下述定义和解释仅限于本合同使用。

The following definitions and interpretations of the terms of this contract are for this contract only.

1.1 甲方：是指本合同条款中指明的执行建设项目投资计划的单位，或其指定的负责管理建设项目的代表机构，以及取得该双方（单位）资格的合法继承人。本合同的甲方为合同专用条款中指明的法人。

Party A: Refers to the unit that executes the construction investment planning project specified in the clauses of this Contract, or the designated representative office responsible for managing the construction project, and the legal heir who obtained the qualifications of the two parties (units). Party A of this contract is the legal person specified in the Specific Provisions.

1.2 乙方：是指其投标书已为甲方所接受，并与甲方签订了合同协议书承担本合同项目设计的单位，以及取得该当事单位资格的合法继承人，但不包括该当事单位的任何受让人（除非甲方同意）。若乙方为联合体，则乙方也包括联合体各成员单位。本合同的乙方为合同专用条款中指明的中标单位。

Party B: Refers to the design company whose tender has been accepted by Party A and has signed a contract agreement with Party A to undertake the design project in the contract, and the legal heir who has obtained the qualification of the undertaking unit, but does not include any assignee of the said unit (unless Party A agrees). Where Party B is a joint group, Party B extends to all members of the group. Party B of this contract refers to the winning bidder specified in the Specific Provisions of this Contract.

1.3 项目负责人：是指由乙方书面委托的负责本合同项目设计的组织管理者。

Project Director: An organization manager entrusted by Party B in writing to take charge of the contracted project.

分项负责人：是指由项目负责人提名，乙方批准的各专业设计负责人。

Technical Disciplines Manager: Persons nominated by the Project Director and approved by Party B to be in charge of the design of individual disciplines.

1.4 合同：甲方与乙方签订的设计合同协议书、中标通知书、合同条款、合同附件、招标文件、投标文件及相关合同组成文件。

The Contract: Refers to the Agreement of the design contract signed by Party A and Party B, the Tender Award Notice, the provisions of the contract, the annex, the invitation to tender, the tender documents and other relevant documents that make up the contract.

1.5 设计技术标准与规范: 是项目设计工作的依据, 指中华人民共和国国家标准和住建部、发改委等主管部门关于设计方面的现行标准、规范、规程、定额、办法、示例等, 以及甲方有关项目及设计的书面要求。

Design Technical Standards and Regulations: This is the basis of the project's design work, referring to requirements by the National Standards of the People's Republic of China and the Ministry of Housing and Urban-Rural Development, the National Development and Reform Commission and other competent departments on the current standards, norms, procedures, quotas, methods, case examples, etc. of the design, as well as Party A's written requests for the project and design.

1.6 设计: 是指根据建设项目的要求, 对建设项目所需的技术、经济、资源、环境等条件进行综合分析、论证, 编制建设项目设计文件的活动。

Design: Refers to work carried out in response to the construction project requirements, including comprehensive analysis and demonstration of the technical, economic, resource, and environmental conditions and the production of the design documents for the construction project.

1.7 设计文件: 是指乙方按国家相关工程制图标准、国家强制性标准条文和现行的工程建设标准设计规范(规程)提交的设计产品, 以及按合同规定应提供的其他文件等。

Design Document: Refers to products of design submitted by Party B according to the relevant national engineering drawing standards, the national mandatory standard provisions and the current construction standard design regulations (procedures), as well as other documents that should be provided according to the contract.

1.8 不可抗力: 指甲方与乙方不能预见、不能避免并不能克服的客观情况。

Force Majeure: An objective situation in which Party A and Party B cannot foresee, avoid, or overcome.

1.9 甲方风险: 因不可抗力或应由甲方单方承担责任而产生的风险。

Party A risks: Risk arising from force majeure or due to the unilateral liability of Party A.

1.10 天: 除特别指明外, 指日历天。合同中按天计算时间的, 开始当天不计入, 从次日开始计算。期限最后一天的截止时间为当天 24:00。

Day: Unless otherwise specified, day means calendar days. If the time in the contract is calculated by day, it starts from the day after the commencement. The deadline on the last day of the program is at 24:00 of the same day.

1.11 时间: 本合同所指时间均为北京时间。

Time: The time referred to in this contract is Beijing time.

1.12 合同总价: 指合同协议书中写明的, 乙方按合同规定完成所有工作内容, 提供所有工作成果和后续服务应得到的支付价款总额。

Total contract price: It refers to the total receivable amount of payment for all the work Party B completed in accordance with the contract in submitting the deliverables and providing subsequent services.

1.13 书面通知: 除另有规定外, 在本合同中所指的任何单位或个人发出或发布的任何通知, 或予以批准、确认、认证, 或表示同意、否定, 或做出决定、任命, 或提出要求和意见等均应是书面(仅限于书面文件)的, 都不应被无理扣压或拖延。收件方应在回执上签署姓名和收到时间。

Written Notice: Unless otherwise specified, any notice issued by any unit or any individual specified in this contract, or any approval, confirmation, certification, or agreement, rejection, or decision-making, appointment, or request and comment should be made in writing (for written documents only) and should not be unreasonably withheld or delayed. The recipient should sign the name and specify the time of receipt on the received receipt.

1.14 设计缺陷: 指乙方在设计时完全由于自身原因造成所进行或完成的工作存在瑕疵、错误等问题。

Design Defects: Refers to problems such as flaws and errors in the work in progress or work completed that are attributable to Party B at the time of design.

第二条 一般责任和义务

Article 2 General Responsibilities and Obligations

2.1 设计进度计划的提交: 乙方在签订本合同后, 根据合同中约定的各项作品内容及时间安排, 于7日内向甲方提交详细的工作进度计划, 以及为完成本计划而建议采用的措施和说明, 经批准后作为甲方控制设计进度的依据。

Submitting the Program of Design Work: After receiving the competition award notice, Party B shall submit a detailed program of work to Party A according to the content and schedule agreed in the contract within 7 days, as well as giving recommendations and description of the measures for completing the project. The program will be subject to the review and approval of Party A and be used as the basis for monitoring the design progress thereafter.

2.2 安全、保卫与环境保护: 乙方在进行外业工作时, 应采取相应安全、保卫和环境保护措施, 如乙方未能采取有效的措施, 而发生的与外业工作活动有关的人身伤亡、罚款、索赔、损失赔偿、诉讼费用及其它一切责任应由乙方负责。

Safety, Security and Environmental Protection: When carrying out field work, Party B should take the corresponding safety, security and environmental protection measures. Where Party B fails to take effective measures, casualties, fines, claims, damages, litigation fee and all other responsibilities in relation to the persons involved in the field work should be borne by Party B.

2.3 保险: 乙方为实施本项项目, 应参加甲方风险以外的其它有关的雇主责任保险, 以使本项项目顺利进行。合同签订后 15 日内, 乙方须把确认购买保险单之经纪人证书 (保险金额不得低于本合同/设计费用的 2 倍) 报甲方备案, 否则, 甲方有权延期支付设计的费用。

Insurance: When Party B implements this project, Party B should be covered by other relevant employer liability insurance other than Party A's risks insurance, so that the project can proceed smoothly. Within 15 days after signing the contract, Party B must submit the broker's certificate confirming purchase of the insurance policy of the said insurance (the insured amount shall not be less than 2 times that of the contract/design fee) to Party A for record-keeping, otherwise, Party A has the right to postpone the payment of the design fee.

第三条 甲方的责任与义务

Article 3 Party A's Responsibilities and Obligations

3.1 甲方应严格履行相关程序, 根据项目的具体情况和技术要求, 合理确定各项工作的工作周期, 并按本合同有关规定及时支付相关费用。

Party A shall strictly perform the relevant procedures, reasonably determine the cycle of each item of work according to the specific conditions and technical requirements of the project, and issue payment in a timely manner in accordance with the relevant provisions of this contract.

3.2 甲方应按乙方的要求提供需要的有关协议、文件、资料等。甲方仅对所提供的资料本身的真实性负责, 乙方应对该资料的理解、判断和应用负责。

Party A shall provide the relevant agreements, documents, materials, etc. as requested by Party B. Party A is only responsible for the authenticity of the information provided, and Party B is responsible for understanding, making judgment and using such information.

3.3 在乙方进入现场进行作业时, 甲方应对乙方与有关部门或其他相关第三人的协调工作提供必要的协助, 但不免除乙方根据本合同规定应负的责任。

When Party B goes on site to carry out the work, Party A shall provide necessary assistance to facilitate the coordination between Party B and the relevant department or other relevant third parties. However, this does not exempt Party B from the responsibility under this contract.

3.4 甲方应对设计过程的决策、实施等环节实行全面管理, 协调和监督工作开展。应认真组织专家或委托审查单位对乙方工作各阶段成果和最终成果以及为了满足工作

需要而进行的各种研究试验成果进行审查。对乙方在贯彻落实审查意见时提出的有关问题应及时答复，但上述答复并不免除乙方根据本合同规定应负的责任。

Party A shall comprehensively manage the design decision-making and implementation and carry out coordination and supervision works; put together a group of experts or entrust review units to carefully review Party B's work results at various stages and the results of research and experiments conducted to meet the needs of the work; provide timely response to the relevant questions raised by Party B in implementing the review comments, but the above-mentioned responses do not exempt Party B from their responsibilities under this contract.

3.5 本合同履行期内，甲方有权书面通知乙方根据政府主管部门的要求和各阶段成果审批意见对本项目作相应的修改，并有权要求乙方变更或补充修改因错误、深度不够等原因造成的不合格的成果文件。

During the performance of this contract, Party A has the right to notify Party B in writing to modify the project at the request of the competent government department and in response to the review comments raised during the various stages of the project. Party A also has the right to request Party B to change, supplement, or modify the deliverables that failed to qualify due to errors and lack of details, etc.

3.6 如果甲方或甲方委托的相关单位的书面指令发生错误，但乙方并未就上述错误指令向甲方或甲方委托的相关单位提出书面质疑，由此造成的质量事故由乙方承担责任。

If a written notice or question of error has been issued by Party A or the relevant departments entrusted thereof and Party B does not submit a written response to challenge the said notice issued by Party A or the entrusted department, Party B shall bear the responsibility for accidents occurred due to poor quality.

3.7 甲方应检查乙方项目技术人员到位情况、人员稳定情况，考核主要技术骨干的工作能力，如因乙方人力、能力不足致使设计不能按计划完成时，可要求乙方增加或替换为满足甲方要求的技术人员，乙方不得拒绝。

Party A should check Party B's deployment of technical staff for this project and the stability of staffing, and assess the working capacity of the core technical personnel. If the design cannot be completed as planned due to insufficient manpower and incapability of Party B, Party A may demand to increase or replace the technical person to meet their requirements and Party B shall not refuse.

3.8 甲方应及时回复乙方因执行合同需要提出的有关问题。

Party A shall provide timely responses to the relevant questions that Party B raises for the purpose of executing the contract.

3.9 如乙方提交的设计文件没有达到规定的深度，经修改或补充后仍然不能达到，甲方有权扣减相应费用，具体详见专用条款。

If after repeated notices from Party A, the design documents submitted by Party B still fall short of the required level of detail, and remain so after modification or supplement, Party A has the right to deduct payment in accordance with the Specific Provisions.

3.10 甲方有权根据项目需要，提出本合同范围以外的工作内容，乙方应视新增费用支付情形决定是否执行工作，所发生费用，经双方协商解决。当采用以上优先顺序原则仍不能解决，则应在不影响项目正常执行之下，通过双方友好协商解决。

Party A has the right to propose work beyond the scope of the contract as needed for the project, and Party B shall execute the work subject to the payment of additional fees. The expenses incurred shall be settled through negotiation between the two parties. In the event that issues remain unresolved despite using the above priority, the disputes shall be resolved through friendly negotiation between the two parties without undermining normal execution of the project.

3.11 乙方对其所提供的设计和设计文件中的知识产权、版权、专利权拥有所有权。乙方授予甲方免版税、非独占他之全球使用权，供甲方为本项目相关目标所使用和复制设计文件（包括但不限于本项目之建设、完工、重建、修改、扩建、维修、使用、出租、销售和广告），且各个阶段成果的使用权需以甲方支付该阶段的合同款项为前提，该使用权仅适用于与设计有关的基地，不得包含为本项目任何扩充之任一部分而复制乙方的设计。若阶段款未能及时支付，但甲方或前海管理局有宣传的需要，乙方不得不合理地限制甲方使用。

Party B owns intellectual property right, copyright, patent in the Design and the Design Documentation provided by Party B. Party B grants to Party A a royalty-free, non-exclusive, worldwide license to use and reproduce the Design Documentation for the purposes relating to the Project (including, without limitation, the construction, completion, reconstruction, modification, extension, repair, use, letting, sale and advertisement of the Project), provided always that such license shall be effective to entitle Party A to complete the design and construct the Project only if Party B has been paid all the sums due under this Contract and provided that the said license applies only to the site to which the design relates and shall exclude the reproduction of Party B's design for any part of any extension of the Project. If the payment is not paid in time but Party A or Qianhai Authority needs to use the design for promotion purposes, such reproduction or use shall not be unreasonably withheld by Party B

第四条 乙方的责任与义务

Article 4 Party B's Responsibilities and Obligations

4.1 乙方应根据本合同项目的具体情况，按照国家及有关部委关于设计方面的现行技术标准、规范、规程、定额、办法、示例等有关规定，完成本合同的设计工作。工作具体内容在合同专用条款和补充条款中明确。

Party B shall complete the contracted design work in accordance with the specific conditions of the contract and the relevant technical standards, specifications, procedures, quotas, methods and precedents of the State and relevant ministries and commissions. The specific content of the work is specified in the Specific Provisions and Additional Terms.

4.2 乙方不得将本合同规定的/设计任务进行转包，也不得将主体、关键性工作进行分包；但经甲方确认、同意后，乙方可将部分非主体、非关键工作或国家规定须由专项设计资质单位进行设计的项目分包或外委给具有相应资质的单位承担。未经甲方同意，不得将设计任务进行分包（甲方亦不得使用不合理方式保留或推迟）。

Party B shall not assign others to carry out the contractual/design tasks specified in this contract, nor subcontract the main body of work or critical work; however, where confirmed and agreed by Party A, Party B may subcontract an item of the design project that is not in the main body or critical work, or where the State requirement deems it necessary to subcontract a certified design unit or outsource a unit with corresponding certifications. Design tasks may not be subcontracted without the consent of Party A (nor should Party A unreasonably withhold or delay giving consent).

4.3 乙方应按合理技术、谨慎标准及国家相关管理规定，做好设计的质量管理工作，明确各阶段的责任人，并对工作成果的正确性、完备性、可靠性、可操作性、经济性负责，甲方及甲方委托的审查单位、相关政府部门对设计文件的审查并不免除乙方的上述所有责任。

Party B should do a good job to the standard of reasonable skill and care in the quality management of the design in accordance with the relevant national regulations, identify the responsible persons for each stage, and take responsibility to ensure the result is correct, complete, reliable, operable and economically sound. Review by Party A and the panel entrusted thereof and the relevant government departments do not exempt Party B from all of the responsibilities above.

4.4 乙方收到甲方提供的开展工作所需的基础资料后，应按合理技术及谨慎标准阅读，如发现任何不清晰、错误、失误或缺陷，应在 5 日内向甲方提出书面意见，并自行负责其对甲方提供资料的理解的准确性。乙方负责到有关部门查询与设计有关的既有建构筑物及地下管线工程档案，甲方提供相应配合。

Within 5 days after Party B receives from Party A the basic information essential to commencement of work, Party B should review with reasonable skill and care, and submit written comments to Party A of any inconsistencies, mistakes, mistakes or defects found therein. Party B shall take responsibility for understanding the accuracy of the information provided by Party A. Party B is responsible for enquiring the relevant departments for files of existing construction and engineering of underground pipelines, and Party A shall facilitate as necessary.

4.5 在设计过程中，如有需要乙方应与本项目相关联的市政道路、公路、铁路、航道、水利、管线、电力、电信及其他相关建筑设施或特殊保护区域的主管部门或企业签订责任明确的书面协议，确保本项目顺利实施。

During the design process, if necessary Party B shall meet with competent authorities of the municipal roads, highways, railways, waterways, water conservancy, pipeline, electricity, telecommunications and other related utilities or special protection areas associated with the project to ensure smooth implementation of this project.

4.6 甲方负责提出项目任务书，明确要求、位置、周期。

Party A is responsible for providing the design brief, specifying the requirements, location, and cycle.

4.7 乙方必须遵循国家法律和有关方针政策，贯彻“技术可行、实施可能、经济合理”的基本原则，加强总体设计，重视与城市建设总体规划、土地开发利用规划、水土保持、生态环境、特殊设施保护区、其他运输方式和其他建设工程的总体协调与配合，节约资源，保护环境。

Party B shall comply with the state regulations and relevant guidelines and policies; implement the basic principles of “technical feasibility, workability, and economic rationality”; strengthen the overall design; attach importance to urban development master planning, land development and utilization planning, soil and water conservation, natural environment, and special facilities reserves; coordinate and work with other modes of transportation and construction projects, in order to preserve resources and protect the environment.

4.8 本项目设计技术要求，详见本条及专用条款相关内容。

For technical requirements for the design of the project, see details in this article and Specific Provisions.

4.9 当甲方认为需调用乙方的设计计算书时（如面积计算），乙方必须及时提供。甲方或甲方委托的审查单位及相关政府部门对资料成果（包括研究试验成果）、设计文件的审查并不免除乙方的责任。乙方应提供的设计计算书具体内容在合同专用条款中明确。

Where Party A needs access to Party B's design calculation statement (such as area calculations), Party B must provide them in a timely manner. Review of information deliverables (including research and test results) and design documents by Party A or the entrusted review panel and the relevant government departments, does not exempt Party B from liability. Specific Provisions of this Contract specifies the content of the calculation statement as should be provided by Party B.

4.10 乙方应按甲方要求的数量提供所有为完成合同内工作要求所必需的研究试验阶段性或成果性报告，接受甲方、相关主管部门的审查，并对相关问题作出澄清和解答。

Party B shall submit interim reports or findings of the research and testing that are necessary for carrying out the contractual work in the quantity requested by Party A. The submission is subject to review by Party A and relevant competent authorities and Party B shall be prepared to provide clarifications and answers.

4.11 人员保证与变更

Personnel Guarantee and Changes

4.11.1 乙方应按甲方要求安排资深技术人员参加本项目的设计，并提供各项工作项目部组成人员名单，如无充分理由主要项目部人员不得中途更换，确需更换的须以书面形式征得甲方同意，甲方不得使用不合理方式保留或推迟。乙方项目部组成人员结构应合理、稳定，主要技术骨干工作能力应足以按合理技术及谨慎标准胜任设计工作。

Party B shall assign senior technical personnel to participate in the design of the project as requested by Party A and provide a list of names for each project management department. Key project managers cannot be replaced halfway through the project without sufficient reasons. Where replacement is deemed necessary, a written agreement from Party A shall be obtained and not to be unreasonably withheld or delayed. The structure of Party B's project management department should be reasonable and stable, with the core technical team capable of carrying out the design work with reasonable skill and care.

4.11.2 若项目部组成成员不能胜任工作、渎职或从事其他违法活动，甲方有权以书面形式提出更换要求，乙方应在甲方提出更换通知的 7 天内，派出具有同等资历的人员替换，并征得甲方合理合时的认可。乙方在事先取得甲方的同意后方可更换人员，但所更换人员须符合合同规定的资历要求，否则，甲方有权拒绝。

If a member of the project management department is incapable of the job, neglects his or her duties or involves in other illegal activities, Party A has the right to issue a written replacement request, and Party B shall dispatch a replacement with the same qualification within 7 days after Party A issues the request and obtain Party A's reasonable and timely approval. Party B may replace a person after obtaining the consent of Party A in advance, but the replacement must meet the qualification requirements stipulated in the contract, otherwise, Party A has the right to refuse.

4.11.3 乙方的工作进度未达到乙方投标书中承诺的进度计划，且不可归责於乙方之错误时，甲方有权提出要求增加乙方人员，乙方应立即安排，其费用被认为已包含在合同价格之中，甲方不予另行支付。

When Party B's work progress does not meet the schedule promised in Party B's tender and where this is not due to Party B's fault, Party A has the right to request for increasing manpower and Party B shall arrange immediately. As the cost is considered to be included in the contract price, Party A will not make additional payments for this.

4.12 乙方在执行本合同过程中，如果因其采用的技术方案等方面发生侵犯专利权的行为而引起索赔或诉讼，则乙方应承担全部责任，并保障甲方免于承担由此造成的一切损害和损失。乙方采用其它未中标人投标文件中技术方案的，应当征得甲方和未中标人的书面同意。乙方经同意采用未中标人技术方案的，应向未中标人支付合理的使用费。

During Party B's execution of this contract, where the technical scheme adopted gives rise to claim or lawsuit in relation to patent infringement, Party B shall bear full responsibility and protect Party A from the ensuing damage and losses. If Party B adopts the technical scheme in the tender submitted by the unsuccessful bidders, he shall obtain a written consent from Party A and the unsuccessful bidder. Party B adopting the technical scheme by the consented unsuccessful bidder shall pay a reasonable royalty to the said bidder.

4.13 乙方在设计上使用的或准备采用的任何专利、版权、设计商标或名称及其他受保护权利的都必须取得合法的授权，所产生的有关费用应由乙方自行承担。乙方由于在设计上使用的或准备采用的任何专利、版权、商标或名称及其他受保护权利的行为而引起的所有合理索赔和诉讼的费用都应由乙方承担。此外，乙方还应承担由此导致甲方承担的与此有关的合理且具有法律效力之损害赔偿、诉讼费、财产保全费、律师费、公证费及其他开支、费用。

Any patent, copyright, design logo/ trademark or name and other protected rights that Party B uses or intends to use must be legally authorized and all costs incurred shall be borne by Party B. Party B shall be responsible for all reasonable claims and litigation fees arising from any patent, copyright, trademark or name and other protected rights that are used or intended to be used by Party B. In addition, Party B shall also bear the reasonable, legally enforceable damages, legal fees, property preservation fees, legal fees, notary fees and other expenses and other relevant fees incurred on Party A.

4.14 除以上工作外，乙方为圆满完成本项项目内容还需进行必要的专题研究、技术论证等相关工作。

In addition to the above work, Party B shall also carry out the necessary research, technical study and other related work necessary for successfully delivering this project.

第五条 合同价款与支付

Article 5 Contract Price and Payment

5.1 合同价款为乙方完成合同约定的全部工作甲方向其支付的全部和唯一的对价。甲方应按合同条款的有关规定，按时向乙方支付合同价款，以及乙方提供额外服务所应获得的价款。

The Contract Price is the total and only consideration to be paid by Party A to Party B for completing all the work agreed in this contract. Party A shall pay the

Contract Price to Party B on time and pay for the additional services Party B provides in accordance with the provisions of the contract.

5.2 不另支付费用

No additional payment.

乙方在设计过程中，发生以下费用（包括但不限于）的，均视为已包含在本项目合同价款中，甲方不再另行支付：

资料购置费、测量费、试验费、技术工作费、成果编制费、承担各阶段成果评审会乙方自身人员所发生的差旅费用、保险费、管理费、利润、税金和外业验收的相关会务费用等一切与此有关的费用。

The following fees (including but not limited to) incurred when Party B engages in the design process shall be deemed to have been included in the Contract Price of the project; therefore Party A shall not make payments for:

Data acquisition fees, measurement fees, test fees, technical work fees, deliverables production fees, expenses incurred in traveling for the review meeting of deliverables at various stages, insurance premiums, management fees, profits, taxes, and related fees for field inspection and acceptance and all other related fees.

5.3 有异议的支付 Objectionable Payment

如果甲方对乙方提交的付款申请有异议时，甲方应在 7 天内发出书面通知要求乙方澄清。甲方应在收到乙方书面澄清（以甲方签收的日期为准）之日起 14 天内签署付款审查意见。如果乙方在收到甲方要求书面澄清的通知后 7 天内（以乙方收到通知的日期为准）未做任何书面答复，则甲方将暂不予办理支付手续，直到乙方作出书面澄清为止。

If Party A has objections to the payment application submitted by Party B, Party A shall send a written notice within 7 days requesting Party B to clarify. Party A shall sign the payment review sheet within 14 days from the day of receipt of Party B's written clarification (starting from the day Party A signs for receipt of clarification). If Party B does not make any written response within 7 days after receiving Party A's written request for clarification (starting from the date Party B receives the notice), Party A will hold off the payment authorization process until Party B has made a written clarification in response.

5.4 支付

The Payment

5.4.1 合同基本费用、合同履约评价费用支付分别在专用条款中明确。

Payment of basic contract fees and contract performance evaluation fees are specified in the Specific Provisions.

5.4.2 若乙方为联合体，合同期中费用的支付将按乙方在投标文件中填报的合同费用分配比例分别进行支付至联合体主办人单位和联合体成员单位，或者按照专用条款的约定支付给联合体指定的一个联合体成员。

Where Party B is a joint group, the interim fee of the Contract shall be paid to the sponsor and member units of the joint group respectively based on the allocation proportion of contract fee as filled in by Party B in the bidding document, or paid to a member designated by the joint group as specified in Specific Provisions.

乙方或其指定收款人应在每一阶段工作完成后的14天内向甲方开具与付款金额等额的请款单，并提交齐全的请款资料。甲方收到乙方请款单后，经审查无误、签署同意后28日内付款，并若因甲方付款审批影响支付进度，乙方予以认可，并不得就此向甲方索赔。在此之前，乙方应提供专用账户报甲方备案，以便合同费用的及时支付。

Party B or his designated payee shall submit payment application to Party A within 14 days after completing each stage of work and submit complete payment information. Party A shall review, sign off, and issue the payment within 28 days. Where the payment is delayed due to Party A's approval process, Party B shall acknowledge but shall not lodge a claim with Party A in this regard. Prior to this, Party B should provide bank account details for Party A's information and recordkeeping, so the contract payments can be made in a timely manner.

第六条 违约与赔偿

Article 6 Breaches and Penalty

6.1 甲方的违约

Party A's Breach of Contract

(1) 除合同另有约定外，由于甲方需要提前完成设计工作而导致增加的人员和费用，应另行协商。

Unless otherwise agreed in the contract, additional staffing and fees incurred by early design completion at the request of Party A shall be negotiated separately.

(2) 甲方未按合同规定支付费用且未向乙方说明原因的，应偿付逾期的违约金。偿付办法与金额在合同专用条款中明确。

If Party A fails to pay the fees as stipulated in the contract and fails to explain the reasons to Party B, Party A shall pay the default penalty for payment overdue. The payment method and amount are specified in the Specific Provisions of this contract

6.2 乙方的违约

Party B's Default

(1) 乙方私自将设计任务转包或分包的，甲方将有权单方解除合同。

If Party B privately assigns or subcontracts the design task, Party A will have the right to unilaterally terminate the contract.

(2) 乙方未按照国家相关部委现行的强制性技术标准、规范和规程进行设计，或未根据成果资料进行设计，或乙方在设计文件中指定或变相指定材料或设备生产厂商、供应商的，乙方向甲方承担合同总价 10%的违约金。

Where Party B did not design according to the current mandatory technical standards, norms, procedures of the relevant national ministries, or the deliverables, or specify or disguisedly specify certain materials or equipment manufacturers or suppliers in the design documents, Party B shall pay Party A a penalty of 10% of the total contract price.

(3) 乙方未能按期提交设计各阶段成果文件的（经双方同意或归于甲方原因延长期限的除外），应当向甲方支付违约金。违约金的支付方式以及金额可在本合同专用条款中具体约定。延期超过 30 天时，甲方可以终止合同。

If Party B fails to submit the deliverables for each stage of the design on time (except for an extension agreed between the Parties or attributable to Party A), Party B shall pay the default penalty to Party A. The payment method and amount of default penalty may be agreed in the Specific Provisions of this contract. Where the delay exceeds 30 days, Party A shall terminate the contract.

(4) 因乙方自身原因造成设计文件深度不够，资料不足、方案错误或缺陷以及质量低劣而被要求返工的，乙方应立即提供返工后且达令人满意水准的文件。

若乙方拒绝提供令人满意的文件，且问题仍无法解决，则争议应在不影响项目正常执行之下，透过双方友好协商解决。

若因乙方原因造成重复的，经甲方核实后，所发生的重复费用由乙方自行承担，甲方不予支付。

Where the design documents are inadequate as in providing insufficient information, and erroneous or flawed scheme, and displaying poor quality for reasons attributable to Party B and rework is required, Party B shall promptly provide reworked documents to a satisfactory standard.

In the event Party B refused to provide satisfactory documents and in the event that the problem remains, a resolution shall be achieved through friendly negotiation between the two parties without undermining normal execution of the project.

As for duplicated work attributable to Party B, after verification by Party A, the fees incurred by such duplication shall be borne by Party B. Party A shall not pay additional fees.

(5) 未经甲方同意，乙方不得私自更换投标书中承诺的主要人员。违反本款规定时，甲方有权要求乙方承担违约责任，具体标准在合同专用条款中明确。

Without the consent of Party A, Party B may not arbitrarily change the key personnel promised in the tender. In case of violating the provisions of this paragraph, Party A has the right to demand Party B to bear the liability for breach of contract, and the specific criteria are defined in the Specific Provisions of this contract.

(6) 乙方违约的事实确认后, 乙方的违约金应在甲方支付当期项目进度前, 向甲方缴纳。若乙方未在前述时限内缴纳, 甲方有权直接在当期应付项目款支中直接扣除。

After confirming Party B's default as a fact, Party B shall pay the default penalty to Party A before Party A issues the payment for the current stage of work. If Party B fails to pay the penalty within the aforementioned time-limit, Party A has the right to directly deduct from the outstanding payment for the current stage of work.

6.3 责任的期限

Term of liability

乙方对设计质量的责任取决于乙方满足专用条款情况而定。

Party B's responsibility for the design quality is subject to Party B satisfying the Specific Provisions.

第七条 延误

Article 7 Delays

由于甲方或不可抗力等因素, 导致服务增加和时间延续, 则:

Due to factors attributable to Party A or force majeure that result in increased service and time duration, then:

7.1 乙方应将此情况与可能产生的影响在事件发生后 7 天内通知甲方, 并采取合理措施使损失减至最低; 若此影响是连续的, 则乙方应在事件首次发生后 7 天内通知甲方, 并每隔 28 天向甲方提交影响情况报告; 影响消除后 7 天内, 乙方应向甲方呈报最终报告, 阐述需甲方补偿的事项; 否则, 甲方有权拒绝乙方的补偿或索赔请求。

Party B shall inform Party A of the situation and possible impact within 7 days after the incident and take reasonable measures to minimize the loss; if the impact is continuous, Party B shall notify Party A within 7 days after the first occurrence and submit an impact report to Party A every 28 days. Within 7 days after the impact is removed, Party B shall issue the final report to Party A, detailing the matters that need to be compensated by Party A; otherwise, Party A has the right to reject Party B's request for compensation or claim.

7.2 甲方在与乙方协商后应相应地延长乙方的工作期限/增付费用。

Party A shall, after consultation with Party B, extend Party B's working period/additional fee accordingly.

7.3 由于甲方或不可抗力等因素，乙方无法履行合同的，乙方可以提出终止合同，并于 28 天前以书面形式通知甲方，由此造成的损失，应由甲方与乙方根据合同有关规定协商后确定赔偿的金额或其他有关事宜。以上，乙方有责任提供详细原始记录，并于不可抗力结束后 7 天内向甲方提供原始记录。

Where Party B is unable to perform the contract for reasons attributable to Party A or force majeure, Party B may terminate the contract and notify Party A in writing 28 days in advance. Party A and Party B shall negotiate and confirm the amount of losses compensation or related matters in accordance with the relevant provisions in the contract. For the aforementioned matters, Party B is responsible for providing detailed original records and submit the records to Party A within 7 days after the end of the force majeure.

本项目的有关各方均应始终尽所有合理的努力，使不可抗力对本项目及履行本合同造成的损失减至最小。

All parties involved in the project shall always make all reasonable efforts to minimize the damage of force majeure to the project and the performance of this contract.

7.4 因甲方和乙方一方延迟履行合同后发生不可抗力的，不能免除另一方因不可抗力造成责任。

Where force majeure occurs after Party A or Party B's delay in performing the contract, the other party shall not be exempt from the responsibility for the consequences of the force majeure.

第八条 变更

Article 8 Changes

合同一方要求变更合同时，应当在 14 天前通知对方。变更合同的通知或协议书必须采取书面形式，新的协议未达成之前，原合同仍然有效。

When one contracting party requests to change the contract, it shall notify the other party 14 days in advance. The notice or agreement for the change of the contract must be in writing and the original contract remains valid until the new agreement is reached.

第九条 推迟与终止

Article 9 Delays and Termination

9.1 甲方应在至少 7 天以前以书面通知乙方暂停全部或部分设计工作或终止本合同协议书，一旦收到此类通知，乙方应立即安排停止工作计划并将费用减到最小。

Party A shall notify Party B in writing, at least 7 days prior, to suspend all or part of the design work or terminate the Contract Agreement. Upon receipt of such notice, Party B shall immediately arrange a work termination plan and minimize the cost.

9.2 甲方认为乙方无正当理由而未履行本合同约定的责任与义务时，应书面通知乙方并说明理由。若甲方在 21 天内没有收到满意的答复，甲方有权发出进一步的通知终止本合同，但该通知必须在第一个通知发出 28 天后发出。

If Party A believes that Party B has not fulfilled the responsibilities and obligations stipulated in this contract without justifiable reasons, Party A shall notify Party B in writing and explain the reasons. If Party A does not receive a satisfactory response within 21 days, Party A has the right to terminate this contract by issuing a second notice, but the second notice must be issued 28 days after the first notice is issued.

9.3 合同终止不影响权利和责任

Contract termination does not affect rights and responsibilities

若任何一方因任何原因终止本协议后，甲方未经乙方书面同意时不得以本项目有关之任何目的蓄意使用乙方名称或其任何变化名称。引述事实的情况除外。In the event of termination of this Agreement for any reason by either Party, Party A shall not intentionally, without the written consent of Party B, use the name of Party B, or any variant thereof, for any purpose relating to the Project, except in quoting the fact.

不论何种原因，本合同的终止，不应损害和影响各方应有的权利、索赔要求和应负的责任。

For whatever reason, the termination of this contract shall not prejudice and affect the rights, claims, and responsibilities of the parties.

第十条 转包和分包

Article 10 Assignment and Subcontracting

10.1 禁止乙方将本合同规定的设计任务转包。

Party B is prohibited from subcontracting the design tasks specified in this contract.

10.2 在未征得甲方同意的情况下，乙方不得将设计工作的任何部分对外分包。即便乙方的分包得到了甲方的同意，也不应解除乙方根据合同规定应承担的全部责任和义务，乙方应对其分包人的工作负全部责任。

Party B shall not subcontract any part of the design work without the consent of Party A. Even if Party B's subcontracting is approved by Party A, Party B should not be relieved of all the responsibilities and obligations that Party B should assume under the contract. Party B should be fully responsible for the work of his subcontractor.

第十一条 知识产权

Article 11 Intellectual Property Right

11.1 乙方对所提供的设计和设计文件中的知识产权、版权、专利权拥有所有权。乙方授予甲方免版税、非独占他之全球使用权，供甲方为本项目相关目标所使用和复制设计文件（包括但不限于本项目之建设、完工、重建、修改、扩建、维修、使用、出租、销售和广告），且各个阶段成果的使用权需以甲方支付该阶段的合同款项为前提，该使用权仅适用于与设计有关的基地，不得包含为本项目任何扩充之任一部分而复制乙方的设计。若阶段款未能及时支付，但甲方或前海管理局有宣传的需要，乙方不得不合理地限制甲方使用。

Party B owns intellectual property right, copyright, patent in the Design and the Design Documentation provided by Party B for this project. Party B grants to Party A a royalty-free, non-exclusive, worldwide license to use and reproduce the Design Documentation for the purposes relating to the Project (including, without limitation, the construction, completion, reconstruction, modification, extension, repair, use, letting, sale and advertisement of the Project), provided always that such license shall be effective to entitle Party A to complete the design and construct the Project only if Party B has been paid all the sums due under this Contract and provided that the said license applies only to the site to which the design relates and shall exclude the reproduction of Party B's design for any part of any extension of the Project. If the payment is not paid in time but Party A or Qianhai Authority needs to use the design for promotion purposes, such reproduction or use shall not be unreasonably withheld by Party B.

11.2 乙方就本项目在设计上使用的或准备采用的任何专利、版权、设计商标或名称及其它受保护权利的都必须取得合法的授权，所产生的有关费用应由乙方承担。

Party B must obtain legal authorization for any patents, copyrights, design trademark or names and other protected rights that are used or intended to be used in the design of the Project, and the costs incurred shall be borne by Party B.

如乙方由于在设计上使用的或准备采用的任何专利、版权、设计商标或名称及其它受保护权利的行为而引起的所有合理且具有法律效力之索赔和诉讼的费用都应由乙方承担。此外，乙方还应承担由此导致甲方相关的合理且具有法律效力之经济赔偿、诉讼费、财产保全费、律师费、公证费及其它开支、费用。

Any reasonable, legally enforceable claim and litigation costs incurred by Party B as a result of any patents, copyrights, design trademarks or names and other protected rights that are used or intended to be used by Party B shall be borne by Party B. In addition, Party B should also bear reasonable, legally enforceable financial compensation, legal fees, property preservation fees, legal fees, notary fees and other expenses related to Party A.

上述应由乙方承担的所有费用由乙方自行承担。

All costs stated above payable by Party B shall be borne by Party B.

第十二条 利益的冲突

Article 12 Conflict of Interest

除合同另有规定外，乙方及其雇员不应接受本合同规定以外的与本项目有关的利益和报酬；乙方不得参与与甲方的利益有冲突的任何活动。

Except otherwise provided in the contract, Party B and his employees shall not accept benefits and remuneration related to the project other than those specified in this contract; Party B shall not engage in any activity that conflicts with the interests of Party A.

第十三条 合同的生效、变更与终止

Article 13 Effect, Change and Termination

13.1 合同的生效

Effectiveness of the contract

合同协议书自双方签字盖章后所有合同文件生效。

All contract documents take effect after the contract agreement has been signed and stamped by both parties.

13.2 乙方无正当理由未完成设计工作时，甲方向乙方发出未尽义务的通知。若甲方发出通知后 7 日内没有收到答复，可在通知发出 21 日后向乙方发出终止、设计合同的通知，合同立即终止，乙方承担违约责任。

When Party B fails to complete the design work without justifiable reasons, Party A shall notify Party B of the unfulfilled obligation. If Party A does not receive any response from Party B within 7 days after the notification, Party A may notify Party B of the termination of the design contract 21 days after the first notice. At this point the contract is immediately terminated and Party B is liable for breach of contract.

13.3 双方一方要求变更或解除合同时，则应当提前 14 日书面通知对方；因变更或解除合同使一方遭受损失的，应由责任方承担。

If one of the parties requests to change or terminate the contract, it shall notify the other party in writing 14 days in advance; if one of the parties suffers losses due to the change or termination of the contract, it shall be borne by the responsible party.

13.4 变更或解除合同的通知或协议应当采用书面形式，新的协议未达成之前，原合同依然有效。

The notice or agreement for the change or termination of the contract shall be provided in writing and the original contract shall remain in force until a new agreement is reached.

13.5 甲方和乙方履行完毕本合同全部义务，乙方向甲方提交符合合同约定的、和设计工作文件，甲方按照合同约定支付全部酬金后，本合同保密协议继续生效，本合同即告终止。

Party A and Party B shall fulfil all the obligations of this contract. Party B submits to Party A the design work documents compliant with the contractual agreement. After Party A pays all the remuneration in accordance with the contract, the contract confidentiality agreement shall continue to be effective but the contract ends immediately.

第十四条 履约评价及奖励

Article 14 Performance Evaluation

为了保障本合同的顺利、高效、质量履行，甲方将对乙方的全程履约表现和工作成果进行评价，其目的是对乙方保质保量的工作予以肯定，对乙方客观存在的问题进行处理，采取适当行动。

In order to ensure smooth, efficient and quality performance of this contract, Party A will evaluate Party B's performance throughout the entire process and the work results in order to affirm the quality and quantity of the Party B's work, deal with Party B's objectively present problems, and take appropriate action.

第十五条 联合体

Article 15 Joint Group

15.1 本合同的联合体由联合体主办人和联合体成员按甲方要求组成。

The Joint group herein is formed by the sponsor and members as required by Party A.

15.2 联合体签署的《联合体共同投标协议》 及相关补充协议，是本合同不可分割的一部分。

Joint Bidding Agreement of Joint Group and its supplemental agreements signed by the joint group constitute an integral part of this Contract.

15.3 联合体成员须严格按照甲方确认联合体协议各方约定的权利义务履行共同及各自的权利和义务。

All members of the joint group shall perform the common and respective rights and duties in strict accordance with the rights and duties agreed by all parties of the joint group as confirmed by Party A.

第十六条 保险

Article 16 Insurance

乙方按甲方要求和行业惯例购买设计责任保险。

Party B purchases the design liability insurance in response to Party A's requests and industry practices.

第十七条 争议解决

Article 17 Dispute Resolution

本合同在执行过程中，如发生任何争议、纠纷，或因违反、终止本合同而引起的对损失赔偿的任何争议，双方应事先协商，达成一致意见。如未能达成一致，可按合同专用条款的约定解决。

In the process of executing this contract, any disputes, controversies, or any disputes arising from the breach or termination of this contract shall be agreed by both parties in advance to reach an agreement. If no agreement is reached, it may be resolved in accordance with the Specific Provisions agreed in the contract.

第三部分 专用条款

Part III - Specific Provisions

第一条 定义和解释

Article 1 Definition of Terms

1.1 甲方为深圳市前海开发投资控股有限公司。

Party A is Shenzhen Qianhai Development Investment Holdings Co., Ltd.

1.2 乙方为本项目的中标人_____。

Party B is the winning bidder: _____

第二条 一般责任和义务

Article 2 General Responsibilities and Obligations

2.1 设计进度计划的提交时间: 与乙方签订合同后 7 天内。

Submission of the program of design: Within 7 days after signing the contract with Party B

第三条 甲方的责任和义务

Article 3 Party A's Responsibilities and Obligations

3.1 本项目设计全过程中由甲方全面履行管理单位职能, 负责设计管理, 申报审批工作。对乙方提出的设计调整工作, 组织协调进行优化设计。对项目设计过程中进行组织、协调和监管。

Party A shall fully perform the role of management throughout the entire design process of this project; be responsible for managing the design and applying for official review and approval process; optimize the design by organizing, coordinating the design adjustment work proposed by Party B; organize, coordinate, and monitor the project's design process.

3.2 甲方答复乙方书面提交的有关问题的时间: 收到书面意见后 10 天内。

Party A shall respond to Party B's written query: Within 10 days after receiving the written query.

3.3 甲方在深化阶段提供《前海八、十单元城市设计深化阶段设计任务书》(以下简称《城市设计深化阶段任务书》)。

Party A shall provide Brief for Urban Design Detail Development of Qianhai Unit 8 and 10 (hereafter referred to as Brief for Urban Design Detail Development) during the design detail development stage.

第四条 乙方的责任和义务

Article 4 Party B's Responsibilities and Obligations

乙方的具体工作内容、时间节点和各阶段成果要求以《前海八、十单元城市设计深化阶段设计任务书》为准。

Party B's specific content of work, timing nodes and deliverables at each stage shall be subject to the Brief for Urban Design Detail Development of Qianhai Unit 8 and 10.

4.1 工作具体内容主要包括（但不限于）以下内容：

Specific content of work includes (but not limited to) the following:

(1) 提交设计成果文件

Submit design deliverables;

(2) 自行收集与本设计有关的第三方资料；

Collect information in relation to this design from third party sources

(3) 甲方要求办理的与本设计有关的其他一切事务。

All other matters related to this design at Party A's request.

4.2 设计工作具体范围、深度及服务内容主要包括以下内容：

The specific scope, depth and service of the design work mainly include the following:

乙方接受委托后，应根据设计需要参观现场，并根据甲方提供的信息及要求，分阶段完成并提供给甲方下列设计成果，详见甲方在深化阶段提供的《前海八、十单元城市设计深化阶段设计任务书》。

After accepting the commission, Party B shall visit the site as necessary and complete and provide the following deliverables in stages to Party A based on the information and requirements provided by Party A. See Brief for Urban Design Detail Development of Qianhai Unit 8 and 10 provided by Party A.

4.2.1 提供设计成果计划进度要求：

Schedule requirement for submitting design deliverables

乙方为项目提供的城市设计咨询服务分为四个阶段：

Party B shall provide urban design consultation service for this project in the following four stages:

(1) 第一阶段：城市设计方案初步设计（11 周）

Stage 1: Urban Design Scheme Preliminary Design (11 weeks)

乙方将参加甲方组织的项目启动会议及第一次工作坊。由甲方组织相关机构和技术服务单位、专家团队共同研讨，汇报本次城市设计国际咨询各家方案，乙方听

取会议意见，并根据专家和甲方提出意见和建议设定修改完善设计方案，并报专家评审会及前海管理局审议通过。

Party B will attend the project kick-off meeting and the first workshop organized by Party A. The session shall be organized by Party A, inviting the relevant institute, technical service units, and expert groups for a discussion and presentation of the schemes proposed by all the finalists of this urban design international consultation competition. Party B shall take comments from the meeting and revise and refine the design based on suggestions from the experts and Party A. The design shall be submitted to the Expert Panel and Qianhai Authority for review and approval.

本阶段设计成果为完整的方案图册文本，内容包含但不限于项目整体设计理念、功能结构、交通系统规划、开放空间系统规划、开发指标、彩色总平面图、城市空间三维设计及其它表达设计意图的图纸，并以PDF格式和10份A3图幅的打印图册形式提供。

The design results in this stage are complete scheme drawings and text, including but not limited to, the overall design concept, functional structure, traffic system planning, systematic planning of open space, development index, colored site plan, three-dimensional design of urban space and other drawings to express the design idea. The deliverables of this stage shall be provided as a PDF format and another 10 albums (A3).

(2) 第二阶段：城市设计方案深化（9周）

Stage 2: Urban Design Detail Development (9 weeks)

在本阶段期间，乙方将根据甲方在第一阶段确定的意见，深化完善项目区域的城市设计。本阶段工作周期为9周，工作内容包含但不限于以下内容：

In this stage, Party B will give detailed design of the contracted area according to Party A's suggestion confirmed in the first stage. This stage will last for 10 weeks. The content of work includes but not limited to:

1. 空间结构

Spatial structure

充分梳理地块内部各要素之间的关系，对地块内的空间要素分主次、类型、层次进行构建，结合现状条件和上层次规划要求，基于前海区域整体发展的角度考虑，提出和构建适合项目未来发展的层次清晰的整体发展框架。

Fully streamline the relationship between various elements of each plot, build spatial elements of each plot by priority, type and level; give a clear-out overall development framework appropriate for the future improvement of the project, in light of current conditions and requirements of the upper level planning, and the overall development of Qianhai.

2.功能布局

Functional layout

根据国际咨询方案，研究确定项目的主导功能以及兼容功能，合理分配各功能的规模、容量，对地块的建设提出功能控制指引，包括用地性质、使用功能、业态比例、空间落位等系统内容。

Determine leading and compatible functions of the project with rational allocation of the scale and capacity, on the basis of the international consulting program; propose functional control guidelines for the plot construction, including the land nature, usage function, proportion of different formats, and spatial arrangement.

3.交通组织

Traffic organization

以公共交通为导向，构建内外通达的交通体系。明晰项目与周边区域的交通联系，同时注重内部的交通组织以及片区的交通微循环，实现各类交通方式的便捷衔接。构建以人为本，步行优先，高效智能、结构清晰的车行、人行交通网络。研究公交首末站、地铁站点等交通设施位置的便捷性，地面步行系统以及二层步行系统与建筑的衔接。

Build a public transportation-oriented traffic system that is interconnected both inside and outside. Specify the transport connection between the project and the surrounding area, and focus on the internal traffic organization and micro-traffic circulation in the district so as to achieve convenient link of various modes of transportation. Build a pedestrian-friendly, highly efficient and intelligent transportation network with pedestrian passages and driveways well-structured. Study the accessibility of transportation facilities such as bus terminals and metro stations, as well as the interconnection between the pedestrian system at ground/second floor and the buildings.

4.景观系统

Landscape system

公共空间：充分利用外部海岸线、滨海公园、前湾公园等景观资源，结合项目内部公园、广场、庭院等构筑一体化的开敞空间体系，注意内部开敞空间与外部开敞空间的联系，尤其是与滨水的关系，塑造个性化、系统化、人性化和多样化的城市公共空间环境。

Public space: Fully utilize the landscape resources such as external coastline, coastal park and Qianwan Park to form an integrated open space system combining parks, plazas and courtyards of the project. The internal open space should be well interconnected with the external part, especially the waterfront area. It shall create a distinctive, systematic, people-friendly and diversified urban public space environment.

城市界面：针对不同的街道、广场以及交叉口尺度、沿街建筑高度提出控制策略，结合绿化种植，形成具有多样化、连续性和可识别性的街道界面。注重滨水界面的营造，提出滨水空间设计策略，打造具有亲和力和聚集人气的滨水空间。

Urban interface: Control strategy shall vary from streets, plazas, intersection scales, heights of street architecture and greening conditions so as to form different, identifiable but continuous street appearance. Lay emphasis on the design of waterfront interface. Provide design strategy of waterfront space featuring accessibility and popularity.

天际线：校核与航空限高冲突地块，提出形态优化策；结合桂湾、前湾、妈湾的总体空间效果，创造起伏、富有韵律的天际线效果。

Skyline: Check the area in conflict with the aviation height limit, propose a shape optimization strategy; based on the overall spatial effects of Guiwan, Qianwan, and Mawan, create an undulating and rhythmic skyline.

5.建筑风貌

Architectural appearance

提出对片区建筑色彩、体量及立面管控的策略和建议，塑造统一和谐并富有个性的城市空间景观和风貌特色。城区风貌应展示环湾风貌的整体性，与桂湾、妈湾整体协调，同时突出前海建筑个性，强化空间场所的标识性。

Put forward strategies and suggestions for the color, massing and elevation control of buildings to create a unified, harmonious and unique urban landscape and cityscape. The urban style should be exhibited from the integrity of the scene around the bay and its reconciliation with Guiwan and Mawan as a whole. In the meantime, the architectural style should be highlighted to strengthen the identification in the space.

根据用地功能布局以及空间发展策略，综合考虑城市天际线效果，研究确定地标建筑以及其他塔楼的位置、体量、高度、形态等要素，形成通透、有序的城市空间。

Party B shall, according to the functional layout of the land and the spatial development strategy, pay attention to the effect of the city skyline, study and determine the location, massing, height, shape and other elements of the landmark building and other towers to form an orderly urban space.

6.建筑布局

Architectural layout

结合城市风貌和空间结构，优化各地块容量，包括建筑规模、开发强度、建筑密度等。研究塔楼和裙房退线。考虑街坊统筹开发，实现地块交通、地下空间和城市形象的一体化。

Study the cityscape and spatial structure to well allocate the capacity of each plot, including the architectural scale, development intensity, building density, etc. Study the setback of tower and podium buildings. Account should be taken of the blocks' overall planning so as to reconcile the plot transportation and underground space with the city image.

结合建筑布局，提出各个街坊的建设指标，包括各个街坊的范围、用地面积、容积率、地上和地下建筑面积、建筑密度、建筑限高、停车位等指标，以指导后续的建设项目落地。

Study the architectural layout to indicate construction indexes of each housing block, including the scope, land area, plot ratio, ground and underground floor areas, building density, building height restriction, parking space, etc. for the reference of future building projects.

7.地下空间规划

Basement spatial planning

优化片区整体地下空间设计，研究地下室开发模式（包括整体开发、单独开发等），提供地下空间功能及规模建议。研究下沉广场、地下主次通道位置、尺度、数量及出入口，以及与地铁站点接驳的位置和形式等。

Optimize the overall design of underground space in this district, study the basement developing mode (incl. integrated development, separate development, etc.), offer advice on the function and scale of underground space. Study the location, dimension, quantity, entrance and exit of the sunken plaza, the primary and secondary passages, as well as the location of metro stations and their connection form.

8.区域协调

Regional coordination

对地块内部及周边现有的建筑，特别是冷站、公交场站、国际学校、南山水质净化厂等，需要考虑与其有机结合，以保证概念的可实施性。

Take overall consideration of buildings within and around the plot, especially the refrigeration station, public transport station, international school, Nanshan Sewage Treatment Plant, to ensure the feasibility of this concept.

9.分期开发策略

Phasing strategy

结合各功能发展时序，充分考虑开发阶段的效率和持续性，提出片区空间建设时序，拟定开发运营策略和指引。

Based on the development sequence of different functions, account should be taken of the efficiency and continuity during developing stage to determine the

construction sequence of each area and draft the operation strategy and guidelines.

10. 可持续发展策略

Sustainable development strategy

尊重基地环境，结合片区发展需求，提出适宜的资源使用策略，包括雨水的回收利用、太阳能技术、绿色建筑技术的应用，有效使用资源，以实现项目的可持续发展。

Respect the site environment. Based on the development demand of Qianhai, Party B shall propose appropriate resources policy in regard to the recycling of rainwater, solar energy technology, application of green building technology, etc., to optimize the resource utilization and achieve the sustainable development strategy.

11. 其他工作内容待甲方的指示

Other work to be instructed by Party A

本阶段完成时，乙方须向甲方汇报设计成果，同时根据会议意见明确下一阶段的工作内容。本阶段设计成果以 PDF 格式打印图册和 10 份 A3 幅面的打印图册形式提供，80 公顷项目区域的成果包括但不限于以下内容：

Upon the completion of this stage, Party B shall report the deliverables to Party A and receive specific instructions on tasks in the next stage from Party A in the meeting. The deliverables of this stage shall be provided as a PDF format and another 10 albums (A3). The deliverables of the 80-hectare land project shall include but not limited to:

- 整体项目设计概念及愿景概述
Overall Design Concept & Vision Description
- 规划概念示意图
Schematics of planning concept
- 鸟瞰效果图
Aerial View
- 重点区域人视效果图
Major area rendering at eye's level
- 空间结构示意图
Spatial structural schematics
- 功能布局示意图
Functional layout schematics

- 综合发展用地图
Comprehensive development land plan
- 彩色总平面图
Colored site plan
- 开发指标表
Table of development index
- 道路交通系统规划图
Road transport system plan drawing
- 公共空间规划图
Public space plan drawing
- 慢行系统规划图
Slow-traffic system plan drawing
- 二层连廊规划图
Second-floor connection corridor plan drawing
- 空间界面规划图
Spatial interface plan drawing
- 城市风貌控制图
Cityscape control diagram
- 塔楼及标志性建筑布局规划图
Tower & landmark building layout plan
- 地下空间规划图
Underground space plan drawing
- 分期开发示意图
Phased development schematics
- 可持续发展策略
Sustainable development strategy

在本阶段中期，乙方参加第二次工作会议并就工作成果向甲方汇报。第二次工作会议由甲方组织相关机构和技术服务单位、专家团队共同研讨，在研究确定初步设计方案框架下，就项目向规划管理、项目实施、行动计划过度衔接进行研讨，提高城市设计方案的实效性和对后续片区整体开发的指导意义。

During this stage, Party B will further develop the urban design of the project area based on the comments made by Party A in Stage 1. Party B will attend the second workshop to present to Party A. The second workshop shall be organized by Party A, inviting the relevant institute, technical service unit, and expert group. After confirming the framework for the preliminary design scheme, the attending parties shall discuss the project planning and management, project implementation, and action plan transitions, in order to improve the effectiveness of the urban design scheme and its significance as a guidelines for the subsequent site-wide development.

本阶段工作周期为 9 周, 具体工作内容详见《城市设计深化阶段任务书》。

The work period of this stage is 9 weeks. See 'Brief for Urban Design Detail Development' for scope of work.

(3) 第三阶段: 城市设计导则 (6周)

Stage 3: Urban Design Guidelines (6 weeks)

在本阶段期间, 乙方将根据第二阶段的最终方案, 提出城市设计控制策略, 完成项目的城市设计导则。甲方组织相关机构和技术服务单位、专家团队共同研讨, 最终形成重点片区城市设计导则成果。

During this stage, Party B will provide a set of urban design control strategies and complete the urban design guidelines based on the final scheme in Stage 2. Party A shall organize a workshop with the relevant institutes, specialist units, and panel of experts to discuss and formulate the design guidelines for the key areas.

城市设计导则以街坊为单元来控制和指导后续建设项目实施。城市设计导则以图文并茂的形式明确每个单元的刚性控制内容和弹性控制内容。

The urban design guidelines will use street blocks as units for controlling and guiding the implementation of future development and project implementation. The urban design guidelines shall be descriptive in both text and drawings, so to define both the mandatory and the flexible content of control.

本阶段完成时, 乙方将向甲方汇报设计成果。本阶段设计成果以 PDF 格式和 6 份 A3 幅面的打印图册形式提供, 80 公顷项目区域设计成果包括但不限于以下内容:

Upon the completion of this stage, Party B shall report the deliverables to Party A. The deliverables of this stage shall be provided in the form of a PDF file and another 6 albums (A3). The deliverables of the 80-hectare land project shall include but not limited to:

城市设计导则主要内容

Main contents of the Urban Design Guidelines

序号 No.	类型 Type	主要控制要素 Main control elements
	分工单位 Division	乙方 Party B
1	功能规模 Function and scale	地块功能（商业、酒店、商务公寓、文化设施功能比例）、开发指标及配套设施 Plot function (proportion for commercial, hotel, business apartment or cultural facilities), development indicators and supporting facilities
2	地面公共空间 Ground public space	公共空间结构与导则、步行系统导则、二层行人天桥连廊导则、街道景观导则、绿化面积比例控制、开放要求 Public space structure and guidelines, guidelines for pedestrian system, guidelines for second-floor pedestrian bridge, guidelines for street landscape, greening rate control, opening requirements
3	景观环境 Landscape	重要景观节点、景观视线廊道、廊道宽度要求、林荫街道及其景观要求 Important landscape nodes, landscape view corridors, corridor width requirements, tree-lined streets and their landscape requirements
4	地下空间 Underground space	地下商业及步行活力空间、地下商业空间、地下慢行通道、地下商业及步行活力空间出入口位置 Underground commercial and pedestrian space, underground commercial space, underground slow passage, entrance and exit of underground commercial and pedestrian space 地下空间退线、地下停车空间、停车分区及联通指引、地下停车空间联通通道位置、垂直交通组织、人防设施空间、轨道线路通道控制线 Underground space setback, underground parking space, parking zone and guide, location of underground parking space connecting passage, vertical traffic organization, space for civil air defense facilities, rail line passage control line
5	建筑形态 Architectural form	建筑体量和建筑高度、地标建筑和塔楼位置、建筑底部和街墙的建筑处理与退界、裙房公共大厅及其联通位置、控制性骑楼或出挑、天际轮廓指引、建筑材质与色彩与屋顶导则指引、建议性消防扑救面位置 Building massing and building height, landmark building and tower location, treatment and retreat of building bottom and street wall, podium public hall and its connecting location, controlled arcade or cantilever, skylines guide, guidelines for building materials and colors and roofs, recommended location of wall for fire fighting
6	综合交通 (结合道路交通优化研究)	道路结构与流线组织、地块车行出入口、地下车库出入口、道路断面、道路单向行驶建议性方向、公交专用道、道路交叉口地面标高、道路中心线交叉点坐标, 公共交

	Integrated transportation (optimized according to road traffic)	通、消防通道、轨道线路通道控制线 Road structure and streamline organization, entrances and exits for vehicles, underground parking entrances and exits, road sections, recommended directions for one-way driving, bus lanes, ground elevations at road intersections, coordinates of intersections of road centerlines, public transportation, fire exits, rail line passage control line
7	户外广告与照明系统 Outdoor advertising and lighting system	户外标识（广告招牌）的安放位置和形式、夜景照明方式、不同建筑与景观类型的照明细则 Location and form of outdoor signs (advertising signboard), night lighting mode, rules for lighting of different buildings and landscapes
8	低碳生态 Low-carbon ecology	绿色建筑设计等指引、可持续设计导则 能源利用、资源利用、生态物理环境 Green building design guidelines, sustainable design guidelines, Energy use, resource utilization, ecological and physical environment

(4) 第四阶段：后续顾问服务阶段（1年）

Stage 4: Advisory service (one year)

乙方在服务期内有义务对设计范围内的土地出让以及详细城市设计、局部地块建筑设计、景观方案等工程类方案提供审阅服务，以审核其与设计咨询人之前完成的城市设计和导则意图是否相符，审阅意见以书面方式提供，必要时需参加技术协调网络/视频会议。该后续服务的目的是审阅后续相关规划设计或方案设计是否符合中标机构在城市设计及导则中提出的设计要求，而不是全面的设计审核。

Party B is obliged to provide advisory service, for parcels within ULR boundary, to review land lease tender, detail urban design, architectural design, landscape design if they are compliant with the urban design intent and guidelines. The advice should be provided in written form. Party B shall participate video conference for technical coordination. The purpose of advisory service is to review if the urban or architectural design is compliant with the requirements and guidelines proposed in ULR, not a thorough review of design.

4.2.2 设计进度表

Program of Design Work

项目的设计进度经双方商讨后确定。双方可以根据实际工作情况对进度进行讨论和略微的调整，并以补充协议或备忘录的形式确认生效。在设计过程中乙方须与甲方保持工作上的沟通，每两周与甲方沟通报告工作进展情况，保证项目顺利推进。在

甲方提供书面确认后，乙方启动下一阶段工作，并在下表列明的时间内完成相应阶段工作。

The program of design is confirmed through negotiation by both parties. Both parties may discuss and slightly adjust the program according to the actual progress, and confirm the entry into force in the form of an additional agreement or memorandum. Throughout the process, Party B shall maintain professional communication with Party A and provide bi-weekly work progress updates to Party A to ensure the project progresses smoothly. After Party A issues a written confirmation, Party B shall proceed to the next phase and complete the corresponding works of the phase within the time specified in the table below.

周号 Week	任务 Task	地点 Location
	第一阶段：城市设计方案初步设计（11周） Stage 1: Urban Design Scheme Integration (11 weeks)	
1	启动会议/第一次工作坊 2 人次国际差旅 Kick off / First Workshop Overseas travel for 2 persons	深圳 Shenzhen
2-11	设计服务与出图 Design service and production of drawings	
11	城市设计整合初步成果汇报会/提交第一阶段成果 1 人次国际差旅 Present urban design integration preliminary result / Stage 1 submission Overseas travel for 1 person	深圳 Shenzhen
	第二阶段：城市设计方案深化（9周） Stage 2: Urban Design Scheme Detail Development (9 weeks)	
12-15	设计服务与出图 Design service and drawings production	
16	城市设计深化成果汇报会/第二次工作坊/提交第二阶段中期成果 2 人次国际差旅 Detail development result presentation / 2nd Workshop/ Stage 2 interim submission Overseas travel for 2 persons	深圳 Shenzhen
17-19	设计服务与出图 Design service and drawings production	
20	城市设计深化成果最终汇报会/提交第二阶段成果 1 人次国际差旅 Final presentation of detail development result / Stage 2 final submission Overseas travel for 1 person	深圳 Shenzhen
	第三阶段：城市设计导则（6周） Stage 3: Urban Design Guidelines (6 weeks)	
21-22	设计服务与出图 Design service and drawing production	

23	城市设计导则中期汇报会/提交第三阶段中期成果 1 人次国际差旅 Urban Design Guidelines interim presentation / Stage 3 interim submission Overseas business trip for 1 person	深圳 Shenzhen
24-25	设计服务与出图 Design service and drawings production	
26	城市设计导则最终汇报会/提交最终成果 1 人次国际差旅 Urban Design Guidelines final presentation / Final submission Overseas business trip for 1 person	深圳 Shenzhen
第四阶段：后续顾问服务阶段 (1年) _____ Stage 4: Advisory service (one year)		

4.2.3 服务内容调整 Changing the Service Content

甲方有权根据实际需要，增加服务内容或将部分服务内容替换成其他相类似服务，唯对于增加服务内容，需经双方协商就服务费用增加达成一致。

Party A has the right to increase the service content or substitute part of the service content with other similar services based on actual needs. However, for additional service, it is necessary to reach an agreement on the extra service fees through negotiation between the two parties.

服务内容调整的，对应的服务成果亦作相应调整。

Where the service content is adjusted, the corresponding deliverables shall be adjusted accordingly.

4.2.4 服务成果及验收 Service deliverable and acceptance

(1) 乙方应根据专用条款第二条约定，向甲方提供以下主要服务成果：

Party B shall provide Party A with the following main service results in accordance with the provisions of Article 2 of the Specific Provisions:

八、十单元 80 公顷控制性导则成果

Deliverables under Control Guidelines for 80-hectare Land in Unit 8 & 10

其它 Others:

(2) 上述服务成果, 应通过甲方的验收, 验收标准为第 (a) 种方式:

The above service deliverables are subject to inspection and acceptance by Party A, with inspection and acceptance by (a) of the following methods:

- a) 通过甲方内部验收 Party A internally;
- b) 通过专家评审验收 experts;
- c) 通过前海管理局验收 Qianhai Authority;
- d) 通过前三项验收 All of the above.

(3) 甲方应于收到服务成果后及时 (原则上应在 15 个工作日内, 特殊情况下可延长至 30 个工作日) 组织验收会议, 对服务成果予以验收。如项目需通过前海管理局验收, 则验收期限以前海管理局确定为准。

After receiving the deliverables, Party A shall organize an inspection and acceptance meeting in a timely manner (in principle, within 15 working days, in special circumstances, may extend to 30 working days). If the project is subject to the acceptance of the Qianhai Authority, the period of inspection and acceptance is subject to Authority's discretion.

(4) 上述服务成果, 使用甲方认可的格式进行编制, 并以电子邮件形式发送到甲方指定代表的电子邮箱。若甲方要求, 则乙方应根据甲方要求的份数 (份) 提供书面版本。

The above deliverables shall be prepared in a format approved by Party A and email to their designated representative email address. At the request of Party A, Party B shall provide written version in accordance with the (of copies) requested thereof.

(5) 乙方未依约提供服务成果或者未能通过验收的, 乙方应在甲方限定期限内提供或者完成服务成果的修改和完善。

If Party B fails to provide deliverables or fails to pass the inspection, Party B shall provide or complete the modification and improvement of the deliverables within the time limit specified by Party A.

(6) 服务成果通过验收前, 甲方有权根据需要向乙方提出调整服务成果部分内容的要求, 乙方应予以配合, 且同意不因此要求甲方支付额外费用或补偿。

Before the deliverables are accepted, Party A has the right to propose to Party B the requirements for adjusting the content of the deliverables as necessary. Party B shall cooperate and agree not to seek additional fees or compensation from Party A.

4.2.5 服务期限Service Term

服务期限自甲方发出招标通知书之日起（或自甲方发出工作指令之日起）至项目控制性导则最终成果完成之日止。

The term of service shall be from the date of the issuance of the Invitation to Tender by Party A (or from the date of the issuance of the notice to proceed by Party A) to the date of completion of the final deliverable of the project's control guideline.

服务期限暂定为2年。但乙方理解并同意，该暂定期限并非实际服务期限，实际服务期限可能会因各种不确定因素的影响而发生调整。

The service period is tentatively set at 2 years. However, Party B understands and agrees that the tentative term is not the actual service period, and the actual service term may be adjusted due to various uncertainties.

第五条 费用与支付

Article 5 Fees and Payment

5.1 本项目合同总价为含税固定价人民币（大写）（¥ 元）。如乙方为境外设计单位，由甲方负责代扣代缴乙方在中国境内缴纳的税款（税款以中国税务机关核定为准）后，再支付税后费用。

The total contract price of the project is fixed price renminbi (capital yuan exactly (¥ yuan). If Party B is an overseas company, Chinese tax which shall be determined by the government and be withheld by Party A.

5.2 除另签补充协议外，甲方不接受乙方以任何理由、任何名目提出增加费用的要求。

Except for the additional agreement, Party A does not accept Party B's request for additional fees for any reason or item.

5.3 合同基本费用支付

Basic payment of contract

5.3.1 合同费用支付进度如下：

The contract payment schedule is as follows:

a. 咨询阶段成果提交及评审确认及设计合同签订后 28 日内支付合同费用的 35 %;

Pay 35% of the contract payment within 28 days after the submission of the deliverables of consultation phase, review and validation, and signing of the design contract;

b. 完成第一阶段：城市设计方案初步设计成果文件通过审核并经甲方书面确认后，乙方提出付款申请，甲方收到付款申请等相关资料，完成审批后 28 日内支付合同费用的 20 %;

c. Completion of Stage 1: After the urban design scheme preliminary design is confirmed by the expert review and Party A has issued a written confirmation, Party B shall issue a payment application to Party A. After receiving the payment application and other relevant information, Party A shall pay Party B 20% of the contract price within 28 days after approval of payment.

d. 完成第二阶段：城市设计方案深化成果文件通过审核并经甲方书面确认后，乙方提出付款申请，甲方收到付款申请等相关资料，完成审批后 28 日内支付合同费用的 25 %;

Completion of Stage 2: After the urban design scheme detail development is confirmed by the expert review and Party A has issued a written confirmation, Party B shall issue a payment application to Party A. After receiving the payment application and other relevant information, Party A shall pay Party B 25% of the contract price within 28 days after approval of payment.

e. 完成第三阶段：城市设计导则成果文件经前海管理局组织的评审验收，并完成履约评价后，乙方提出付款申请，甲方收到付款申请等相关资料，完成审批后 28 日内结清费用余款。

Party B submits the design deliverables of Stage 3 for the Qianhai Authority to inspect, accept, and complete the performance evaluation, after which Party B shall submit the payment application to Party A. Party A receives the payment application and other relevant documents and settles the payment of balance amount within 28 days after approval of the application.

5.5.3 若乙方为联合体，且联合体指定其中一个成员为收款人的，则甲方将合同费用支付给联合体指定成员。联合体指定收款人信息如下：

If Party B is a joint group and appoints one of its members as the beneficiary, Party A shall pay the contract amount to the designated member, whose information is as below:

收款人开户名称: _____

Beneficiary's account name: _____

收款人开户银行: _____

Bank name:

收款人银行账户: _____

Bank account number: _____

5.5.4 乙方或其指定收款人应在每一阶段工作完成后的 14 天内向甲方开具与付款金额等额的请款单，并提交齐全的请款资料。甲方收到乙方请款单后，经审查无误、签署同意后 28 日（不含甲方代扣代缴税款期限）内付款，并若因甲方付款审批影响支付进度，乙方予以认可，并不得就此向甲方索赔。在此之前，乙方应提供专用账户报甲方备案，以便合同费用的及时支付。

Party B or his designated payee shall submit a payment application to Party A within 14 days after the completion of each stage of work and submit complete payment information. Party A shall review the application, signoff and issue the payment within 28 days (excluding tax withholding period by Party A). If Party A's internal approval process delays the payment, Party B shall acknowledge it but shall not lodge a claim with Party A in this regard. Prior to this, Party B should provide a bank account information to Party A for the record, so to ensure that contract fees can be paid in a timely manner.

第六条 履约担保

Article 6 Performance Bond

经合同双方协商，本合同：

After negotiation between the parties to the contract, this contract:

设定履约担保，乙方应当依照通用条款约定，向甲方提交履约保函，履约保函有效期为合同生效之日起至合同有效期满后 90 天止。

■ 不设定履约担保。

Requires a performance bond, Party B shall submit Letter of Undertaking to Party A in accordance with the general terms and conditions. The performance bond is valid from the effective date of the contract until 90 days after the expiration of the contract.

■ Does not require performance bond.

第七条 违约与赔偿

Article 7 Breaches and Penalty

7.1 甲方的违约责任

Party A's liability for breach of contract

如甲方未按约定向乙方支付设计费，每逾期1天，则应按第五条规定的时程向乙方支付应付未付设计费每日3‰的违约金。

Where Party A fails to pay the design fee to Party B as agreed, Party A shall pay Party B a penalty of 3‰ per day for the design fee owed to Party B in accordance with the schedule outlined in Article 5

7.2 乙方的违约责任

Party B's liability for breach of contract

(1) 如乙方未按双方约定的期限或未按双方之协议向甲方提交设计成果，每逾期 1天，则应向甲方支付该阶段成果所占合同总价部分每日3‰的违约金。延期超过30天时，甲方有权终止合同。

If Party B fails to submit deliverables to Party A within the agreed time limit or as agreed between the Parties, Party B shall pay Party A a penalty of 3‰ of the payment for the deliverable for that stage for every day overdue. When the delay is more than 30 days, Party A has the right to terminate the contract.

(2) 如乙方未经甲方同意，私自更换投标书中承诺的主要人员的，则乙方向甲方承担以下违约责任：

If Party B arbitrarily replaces the key persons promised in the tender without the consent of Party A, Party B shall bear the following liability for breach of contract to Party A:

a. 更换项目负责人：支付人民币15万元/人的违约金；

Substituting Project Director: Pay a penalty of 150,000 RMB /person;

b. 更换分项负责人支付人民币10万元/人的违约金；

Substituting Technical Discipline Manager: Pay a penalty of 100,000 RMB /person;

c. 更换其他主要设计人员：支付人民币 5 万元/人的违约金。Substituting other main designers: Pay a penalty of 50,000 RMB /person.

(3) 如乙方未能在甲方和乙方约定的时间内给予答复、完成变更设计的，按人民币 3000 元/每天承担违约金。如延期超过甲方和乙方讨论并同意的期限 15 天以上时，甲方有权限委托其他单位来完成，并按实际发生费用的 1.2 倍数额，从应支付给乙方的设计费中扣除。

If Party B fails to respond and complete agreed design changes within the time discussed and agreed by Party A and Party B, Party B shall bear the penalty of RMB 3,000 per day. If the delay is more than 15 days after the time discussed and agreed between Party A and Party B, Party A has the right to entrust another team to complete the work and deduct 1.2 times of the actual costs incurred from the design fee payable to Party B.

如乙方拒不纠正其违约行为，除按上述规定处理外，甲方可终止合同。

If Party B refuses to correct the breach of contract, in addition to the above provisions, Party A may terminate the contract.

(4) 如乙方后续服务负责人（包括服务质量以及服务人数等指标标准）低于投标书承诺的，甲方有权要求乙方承担人民币 15 万元的违约金；其他后续服务人员（包括服务质量以及服务人数等指标标准）低于投标书承诺的，甲方有权要求乙方承担人民币 5 万元的违约金。

If Party B's appointed person in charge of the service (including the service quality and the number of service personnel) does not fulfil the commitments made in the tender, Party A has the right to require Party B to bear the default penalty of RMB 150,000. Where other subsequently assigned persons (including the quality of service and the number of person) do not fulfil the commitment made in the tender, Party A has the right to require Party B to bear a penalty of RMB 50,000.

(5) 若出现乙方违反通用条款第十三条「利益的冲突」的相关约定，则甲方得终止本合约。

If the Party B violates Article 13 "Conflict of Interest" of the General Provisions, Party A shall be able to terminate the Contract

第八条 知识产权

Article 8 Intellectual Property Right

乙方对其所提供的设计和设计文件中的知识产权、版权、专利权拥有所有权。乙方授予甲方免版税、非独占他之全球使用权，供甲方为本项目相关目标所使用和复制设计

文件（包括但不限于本项目之建设、完工、重建、修改、扩建、维修、使用、出租、销售和广告），且各个阶段成果的使用权需以甲方支付该阶段的合同款项为前提，该使用权仅适用于与设计有关的基地，不得包含为本项目任何扩充之任一部分而复制乙方的设计。若阶段款未能及时支付，但甲方或前海管理局有宣传的需要，乙方不得不合理地限制甲方使用。

Party B owns intellectual property right, copyright, patent in the Design and the Design Documentation provided by Party B. Party B grants to Party A a royalty-free, non-exclusive, worldwide license to use and reproduce for the purposes relating to the Project(including, without limitation, the construction, completion, reconstruction, modification, extension, repair, use, letting, sale and advertisement of the Project) the Design Documentation, provided always that such license shall be effective to entitle Party A to complete the design and construct the Project only if Party B has been paid all the sums due under this Contract and provided that the said license applies only to the site to which the design relates and shall exclude the reproduction of Party B's design for any part of any extension of the Project. If the payment is not paid in time but Party A or Qianhai Authority needs to use the design for promotion purposes, such reproduction or use shall not be unreasonably withheld by Party B.

第九条 履约评价

Article 9 Performance Evaluation

为了能够保证本项目设计工作品质、高效的完成，甲方对乙方整个履约工作安排了细化和量化的履约评价，具体内容详见本合同附件 2。

In order to ensure the quality and efficient completion of the design work of the project, Party A has arranged a detailed and quantitative Performance Evaluation for Party B's overall performance. For details, please refer to Appendix 2 of this contract.

9.1 履约评价方式，在本合同有效期内，甲方将对乙方进行 一 次履约评价，为综合履约评价。

The performance evaluation method, during the validity period of this contract, Party A shall conduct a performance evaluation on Party B as a comprehensive performance evaluation.

9.2 履约评价分为四种结果，分别为优秀、良好、合格和不合格。

The performance evaluation is divided into four results, namely excellent, good, qualified and failed.

9.3 履约评价的后果

履约评价结果为不合格,5年内不得中标深圳市前海开发投资控股有限公司负责实施的项目。

Consequences of performance evaluation

Where the performance evaluation fails, Party B shall be barred from bidding for all project implemented by Shenzhen Qianhai Development Investment Holding Co., Ltd. within the next 5 years.

第十条 争议解决

Article 10 Dispute Resolution

凡因本合同所引起的或与本合同有关的任何争议,各方同意提交深圳国际仲裁院调解中心进行调解。

调解成功的,各方同意将和解协议提交深圳国际仲裁院,请求依照仲裁规则根据和解协议的内容制作成裁决书。

在双方不愿协商、调解或者调解不成的情况下,双方一致同意选择以下方式解决:

- 提交深圳国际仲裁院仲裁
- 向项目所在地的人民法院提起诉讼

The parties agree to submit to the Mediation Centre of Shenzhen International Court of Arbitration for any dispute arising from or related to this contract.

If the mediation is successful, the parties agree to submit the settlement agreement to the Shenzhen International Court of Arbitration, requesting that the award be made in accordance with the content of the settlement agreement in accordance with the arbitration rules.

In the event that the two parties are unwilling to negotiate, mediate or fail to mediate, the two sides agree to choose to:

- Submit to the Shenzhen International Court of Arbitration
- File a lawsuit in the People's Court where the project is located.

第四部分 附件

Part IV - Appendix

附件 1 乙方的项目负责人及主要参与人员

Appendix 1 Party B's Project Director and Main Participants

人员安排 Categories	姓名 Name	性别 Gender	所学专业 Academic Discipline	职称 Professional Title	注册证书 Registration Certificate
1、 人员 Persons					
项目负责人 Project Director					
分项负责人 Discipline Manager					
分项负责人 Discipline Manager					
设计人员 Designer					
设计人员 Designer					
2、 设计人员 Designers					
3、 其它人员 Others					

附件 2 设计合同履约评价表

Appendix 2 Party B's Contract Performance Evaluation Form

深圳市前海开发投资控股有限公司供应商履约评价评分表 Qianhai Holdings Supplier Performance Evaluation Form

供应商名称 Supplier Name		承包商资质 Subcontractor Qualifications	
履约合同名称 Contract Title			
评价期限 Period	年 YYYY 月 MM 日 DD 至 through 年 YYYY 月 MM 日 DD		
工程合同价 Contract Price	(万元 RMB)		
本次履约评价类型 Type of Evaluation: 阶段履约评价 Stage <input type="checkbox"/> 年度履约评价 Annual <input type="checkbox"/>			
履约评价分项得分 Score Per Discipline			
分项内容 Discipline Content		得分 Score	
1	季度履约评价 Quarterly <input type="checkbox"/> 阶段履约评价 Stage <input type="checkbox"/>		
2	季度履约评价 Quarterly <input type="checkbox"/> 阶段履约评价 Stage <input type="checkbox"/>		
3	季度履约评价 Quarterly <input type="checkbox"/> 阶段履约评价 Stage <input type="checkbox"/>		
.....			
平均分 Avg:			
备注 Note:			
建设单位对该承包商在本年度或本阶段履约表现的总体评价: (请简要说明该供应商的表现, 包括工作亮点、存在问题、特别说明等。) The Entity's evaluation for the supplier's performance this year or this stage: (Please briefly explain the performance, including highlights, existing problems, special remarks etc.)			
评价等级 Description	90-100 为优; 70-90 (不含) 为良; 60-70 (不含) 为合格; 少于 60 为不合格 90-100 is excellent; from 70-89 is good; from 60-below 70 is satisfactory; below 60 is a fail 优秀 Excellent <input type="checkbox"/> 良好 Good <input type="checkbox"/> 合格 Satisfactory <input type="checkbox"/> 不合格 Failed <input type="checkbox"/>		

注: 本表格适用于阶段履约评价(被评价阶段内有季度评价时)、年度履约评价、不适用于季度履约评价和综合履约评价。阶段履约评价得分取季度履约评价(如有)的平均分, 年度履约评价得分取季度(如有)或阶段履约评价(如有)的平均分。

Note: This form is applicable to stage evaluation (when overlapping with the quarterly evaluation), annual performance evaluation, but is not applicable to quarterly performance evaluation and comprehensive performance evaluation. The stage evaluation score is the average score of the quarterly performance evaluation (if any). The annual performance evaluation score is the average of the quarterly (if any) or stage evaluation (if any).

深圳市前海开发投资控股有限公司设计顾问类合同供应商履约评价表
Shenzhen Qianhai Holdings
Design Consultant's Contract Performance Evaluation Sheet

评价类型 Type of Evaluation	<input type="checkbox"/> 季度评价 第 次 ___ Time Quarterly Evaluation <input type="checkbox"/> 阶段评价 第 次 ___ Time Stage Evaluation			评价日期 Evaluation Date			
合同名称 Contract Title				合同编号 Contract No.			
项目名称 Project Title							
履约单位 Performing Team							
评价方面 Evaluation	序号 No.	评价内容 Content of Evaluation	权重 Weighing	满分 Full Mark	得分 Score	评价部门 Evaluator	备注 Note
人员配备 Staffing (20%)	1	项目负责人的业务水平、对项目责任心及组织协调能力 Project leader's level of proficiency, sense of responsibility towards the project, and organization and coordination skills.	10%	10		规划设计部 Planning & Design Department	
	2	其他项目人员要求，人员素质水平及服务态度 Other personnel requirements, overall quality and attitude.	10%	10			
质量控制 Quality Control (60%)	3	是否严格执行规范和技术标准；每存在一处不符合规范和强制性标准的扣1分；图纸和设计文件应表达清晰，不得有歧义或二义性，内容、层次和结构安排合理，否则每项（处）扣1分,扣完为止。 Whether the supplier strictly complies with the code and technical standards; 1 point shall be deducted for every incompliance; drawings and design documents should be clearly expressed, eliminating inconsistency or ambiguity, demonstrating reasonable content, hierarchy and structure, otherwise 1 point will be deducted for every nonconformity until no further points can be deducted.	10%	10		规划设计部、成本部 Planning & Design Department Cost Department	
	4	是否积极落实业主方其他（顾问）任务情况，不积极落实的，发生一次扣2分，扣完为止。 Whether the supplier actively fulfils the other tasks (consultation) for the owner, if not, then 2 points will be deducted for every unfulfilled	10%	10			

		task until no further points can be deducted.				
	5	是否有违反国家规范强制性标准的情况出现，是否有各专业设计矛盾的情况出现，出现一次扣 5 分，扣完为止。 Where there is a violation of the mandatory national standard and design contradictions between the disciplines, 5 points shall be deducted for every instance until no further points can be deducted.	15%	10		
	6	合理化建议是否有针对性、对比性，是否有充分的论证： Whether the rationalization proposal is targeted, comparative, and whether there is sufficient justification.	10%	10		
工作进度 Work Progress (10%)	7	是否按约定时间及时提交各种设计文件与报告，按甲方要求调整时间的配合情况，每超过约定时间一个工作日扣 1 分，累计扣完为止。 Whether the supplier submits various design documents and reports at the agreed time and cooperate with time adjustments requested by Party A; 1 point will be deducted for every working day overdue.	10%	10		规划设计部 Planning & Design Department
配合情况 Flexibility (10%)	8	是否能够及时配合业主、其他设计单位或其他相关部门的工作，每发生一次不配合或不及时沟通协调的情况扣 2 分，扣完为止。 Whether the supplier can cooperate with the client, other design units or other relevant departments in time; 2 points will be deducted for every uncooperative behaviour or untimely communication and coordination, until no further points can be deducted.	10%	10		规划设计部 Planning & Design Department
服务会议 Meeting Attendance (10%)	9	是否积极参加业主组织召开的相关会议，缺席一次扣 2 分，扣完为止。 Whether the supplier actively participates in the relevant meetings organized by the owners; 2 points will deducted for every absence, until no further points can be deducted	10%	10		
保密工作 Confidentiality (2%)	10	委托的业务有保密要求时能够严格保密；出现一次全部扣完 Maintain confidentiality where needed; all points will be deducted at once for non-authorized disclosure	2%	10		规划设计部 Planning & Design Department

诚信情况 Integrity (3%)	11 有无串通施工、监理等单位弄虚作假的现象，出现一次全部扣完 Collusion with the construction and supervision teams; all points will be deducted for a single occurrence	3%	10					
汇总 Total	汇总得分= \sum (分项权重*得分*10) / \sum 参与评分项权重 Total score = \sum (item weighting x score x 10) / \sum weighting of the evaluation item	100%						
评价等级 Description	(填写 优秀、良好、合格或者不合格) Write Excellent, Good, Satisfactory, or Failed	优秀,: 得分 90 以上 (含 90) 90 points and above: Excellent 良好: 得分在 70-90 之间 (含 70) From 70 (inclusive) to 90: Good 合格: 得分在 60-70 之间 (含 60) ; From 60 (inclusive) to 70: Satisfactory 不合格: 得分在 60 以下 (不含 60) 。 Below 60: Failed						
签字 Signatures	评价小组成员 Members of the Evaluation Panel:							
综合评价 Comments	(请简要说明被评价供应商履约过程中的亮点、存在问题等，可从团队水平、履约质量、配合程度、专业水平等方面进行说明。) (Please briefly describe the highlights and problems in the performance of the evaluated suppliers; may explain in terms of team quality, performance quality, coordination level, and proficiency)							
说明 How to score	1、本表用作设计顾问类或专项设计合同供应商履约评价。 This form is for evaluating the performance of design consultants or special purpose design contract supplier. 2、未涉及该项评价问题的，在评分栏中填写：“本次不涉及”或“本合同不涉及”，不能填写分数。 For questions not covered in the evaluation item, write “Not applicable this time” or “Not applicable to the contract”. No scores should be given. 3、满分为 100; 90-100 为优; 70-90 (不含) 为良; 60-70 (不含) 为合格; 少于 60 为不合格。 100 is full mark; 90-100 is excellent; 70-89 is good; 60-69 is satisfactory; below 60 is a fail. 4、评价部门一栏为建议打分部门，各合同根据具体情况请相关部门打分。 The “Evaluator” column is for the department carrying out the evaluation. The relevant department per each contract shall be asked to give score.							

注：合同履行期间，如甲方本履约评价表有变更且甲方认为应以变更后的履约评价表为准时，则甲方无需另行征得乙方同意，仅需将变更后的履约评价表书面通知乙方即可，双方按变更后的履约评价表执行。

Note: During the performance of the contract, should Party A's performance evaluation form is changed and Party A deems it necessary to use the changed form, Party A needs not seek consent from Party B but simply changes the performance evaluation form and issues a written notice to Party B. Both parties will adopt the updated performance evaluation form from there on.

附件3 反商业贿赂承诺书

致：深圳市前海开发投资控股有限公司

我单位通过公开招标被贵司确定为前海八、十单元城市设计项目的设计单位。为认真贯彻执行治理商业贿赂的有关规定，树立企业的良好形象，营造政府工程建设领域公平竞争的市场环境，现向贵司郑重承诺如下：

一、我单位严格遵守国家《反不正当竞争法》、《关于禁止商业贿赂行为的暂行规定》以及深圳《建设工程施工招标投标条例》、《政府采购条例》、《深圳市政府投资项目管理条例》等相关法律法规和规章制度、规范性文件的规定，依法行事。

二、在履行合同的过程中，保证不向建设、监理、施工、造价等有关单位及其工作人员行商业贿赂，具体包括任何形式的礼金礼品、有价证券、购物券、回扣、佣金、费、劳务费、赞助费、宣传费，以及支付旅游费用、报销各种消费凭证等。

三、在履行合同的过程中，保证不接受分包单位、材料设备供应商等有关单位各种形式的商业贿赂。同时加强对本单位工作人员的宣传教育工作，提高防治商业贿赂的自觉性。

我们将严格遵守本承诺，自愿接受贵司和有关行政主管部门的监督。如我们违反了上述承诺，造成工程损害、甲方经济损失等，我们应负一切责任，并给予赔偿。情节严重者，甲方有权单方终止//设计合同。

乙方（盖章）：

法定代表人（委托代理人）签字：

年 月 日

Appendix 3 Letter of Commitment to Anti-Business Bribery

Dear Qianhai Holdings:

Our company has been identified as the Qianhai Unit 8 & 10 Urban Design project's design team through public bidding. In order to conscientiously implement the relevant regulations governing commercial bribery, establish a good image of the company, and create a market environment for fair competition in the field of government engineering construction, we are now solemnly make the following commitment to you:

1. We strictly abide by the State's Anti-Unfair Competition Law, the Interim Provisions on the Prohibition of Commercial Bribery, and the Shenzhen Construction Engineering Bidding Regulations, the Government Procurement Regulations, and the Shenzhen Municipal Government Investment Project Management Regulations, and other relevant laws and regulations, rules and regulations, normative documents, and act in accordance with the law.
2. In the process of performing the contract, we promise not to conduct commercial bribery to the relevant units such as construction, supervision, construction, cost and other staff, including any form of gift money, securities, shopping vouchers, rebates, commissions, fees, labour costs, sponsorship fees, publicity fees, as well as payment of travel expenses, reimbursement of various consumer vouchers.
3. In the process of fulfilling the contract, we promise not to accept commercial bribes of various forms from subcontractors, materials and equipment suppliers and other relevant parties. At the same time, we strengthen the publicity and education work for the staff of our company, and raise awareness in preventing commercial bribery.

We will strictly abide by this commitment and voluntarily accept the supervision of your company and relevant administrative authorities. If we violate the above commitments, causing damage to the project and economic losses of the contractor, we shall bear all responsibility and provide compensation. If the circumstances are serious, Party A has the right to terminate the design contract unilaterally.

Party B (stamp) :

Legal Representative (Authorized Person) Signature:

Dated:

第五部分 其他合同文件

Part V – Other Contract Documents

- 1.法定代表人身份证明书 **Legal Representative's ID Documentation**
- 2.授权委托书 **Power of Attorney**
- 3.招标文件 **Invitation to Tender**
- 4.投标文件 **Tender Documents**
- 5.招标文件澄清书 **Request for Information**
- 6.中标通知书 **Tender Award Notice**
- 7.投标人承诺书 **Tenderer's Letter of Commitment**