高等学校工程管理专业规划教材

Programmed Textbook of Construction Management Specialty for Colleges and Universities

国际工程合同管理概论(双语)

Introduction of International Engineering Contract

李德智 刘亚臣 编著

中国建筑工业出版社

高等学校工程管理专业规划教材

国际工程合同管理概论（双语）

Introduction of International Engineering Contract

李德智　刘亚臣　编著

中国建筑工业出版社

图书在版编目（CIP）数据

国际工程合同管理概论：英、汉/李德智，刘亚臣编著. —北京：中国建筑工业出版社，2019.2
高等学校工程管理专业规划教材
ISBN 978-7-112-23218-5

Ⅰ.①国… Ⅱ.①李… ②刘… Ⅲ.①对外承包-合同法-高等学校-教材-英、汉 Ⅳ.①D997.1

中国版本图书馆 CIP 数据核字（2019）第 017037 号

本书共由 12 章组成，主要包括国际建筑工程概述，建筑企业，工程合同的签约主体，招标投标，合同订立，国际工程标准合同文本，国际工程合同的主要条款，分包合同，合同变更，工程保险，索赔与反索赔和国际工程纠纷解决。

本书既可以作为高等学校工程管理专业、土木工程专业和法学专业的双语教材或教学参考书，也可用于学习工程管理专业的国际留学生“国际工程合同管理”课程用书。同时，本书可供政府建设主管部门、律师、工程咨询及监理单位、施工单位等有关工程管理人员工作和学习参考。

为更好地支持相应课程的教学，我们向采用本书作为教材的教师提供教学课件，有需要者可与出版社联系，邮箱：cabpcm@ 163.com。

* * *

责任编辑：张 晶 牟琳琳
责任校对：王 瑞

高等学校工程管理专业规划教材
国际工程合同管理概论（双语）
李德智 刘亚臣 编著
*
中国建筑工业出版社出版、发行（北京海淀三里河路 9 号）
各地新华书店、建筑书店经销
北京红光制版公司制版
北京同文印刷有限责任公司印刷
*
开本：787×1092 毫米 1/16 印张：13 字数：323 千字
2019 年 6 月第一版 2019 年 6 月第一次印刷
定价：**32.00** 元（赠课件）
ISBN 978-7-112-23218-5
（33299）

前　言

在国际工程实践中，合同管理是工程管理的核心。了解和掌握国际工程合同范本的内容与应用是工程管理人员的必备素质，也是工程管理的重要组成部分。目前，国际工程选择的主要合同范本大多是由美国、英国、FIDIC 组织和一些行业公司制定并推广使用的，主要包括 FIDIC，英国的 ICE，JCT，NEC 和美国的 AIA，AGC 等。

经营和管理好国际工程项目，要求工程管理人员熟练掌握国际工程合同的主体一般特征，合同的主要内容，权利义务约定中存在的主要问题，索赔程序，纠纷解决，以及合同的其他相关事项。只有深入研究和学习国际上各类具有代表性的工程合同文本，寻找其中的规律性，洞察合同条款中隐藏的深层次的含义，才能灵活运用合同中的各项约定，提高工程管理效率，保护合法权益。

本书根据国际工程实践中通用的适用于各类国际工程项目的合同文本，结合国内外在国际工程管理领域关注的问题，从国际工程合同主体、合同签订的程序、合同主要条款、分包合同，合同索赔，纠纷解决机制等方面存在的问题进行了探讨，构架了本书的基本内容。本书共由 12 章组成：第 1 章是建筑工程概述。介绍了建筑工程项目的含义，目标，种类，项目金融，工程合同等基础知识；第 2 章是建筑企业。主要探讨了承担建筑工程项目的主体的法定类型及其职责范围；第 3 章是工程合同的签约主体。主要探讨了各签约主体的法律地位以及各主体之间的法律关系；第 4 章是招标投标，主要讨论了国际工程招投标的法定程序，招标投标与要约承诺的关系，以及招标投标应注意的法律问题；第 5 章是合同订立，介绍并探讨了工程合同的订立过程中的步骤和表现形式，以及订立合同应注意的问题；第 6 章是国际工程标准合同文本，简要介绍了国际上广泛使用的 FIDIC，ICE，AIA 等合同文本的基本知识；第 7 章是国际工程合同的主要条款，分别介绍和讨论了支付条款、纠纷条款、违约赔偿金、工期条款、索赔条款和合同终止等主要条款；第 8 章是分包合同。分包商是承包商完成合同目的不可缺少的部分，分包也早已成为国际工程履行的一种常态管理方式，本章侧重探讨了承包商与分包商的法律关系与责任分担；第 9 章是合同变更。合同变更是国际工程合同中最为复杂的条款之一，本章主要介绍和探讨了国际工程变更的原因、程序和结果；第 10 章是工程保险，主要介绍工程保险的基本原则，建筑工程保险的种类及基本内容，以及雇主与承包商之间保险责任的分担；第 11 章是索赔与反索赔。索赔是国际工程合同的特有条款，也是国际工程合同管理的重要部分。本章介绍了国际工程索赔基础知识以及承包商和业主索赔的准备与程序；第 12 章是国际工程纠纷解决。这一章介绍了国际工程纠纷解决的各种形态及相关内容，着重探讨了可替代争议解决方法。

本书具有以下几个显著特点：①本书紧密结合国际工程管理的实践，对国际工程管理从合同约定的角度进行了讨论和梳理；②引用了国际工程合同标准范本 FIDIC，NEC，AIA 等合同条款对国际工程合同的原理进行了深入解读；③在写作过程中，为了适应中国学生阅读理解的需要，作者对书中缩写词和简写符号进行了解释，对疑难英语语句进行了简化。

目　录

Chapter 1 The Construction Project Introduction

1.1 The construction project and construction contract

1.1.1 What is construction project?

A project is defined, whether it is in construction or not, by the following characteristics:

(1) A defined goal or objective;

(2) Specific tasks to be performed;

(3) A defined beginning and end;

(4) Resources being consumed.

A construction project is the organized effort to construct a building or structure. In the fields of civil engineering and architecture, construction projects involve the process that consists of tangibly assembling an infrastructure or building.

Construction projects incorporate numerous mini-projects; a construction project is not a single activity. Larger scale construction projects require human multitasking; in most instances, these construction projects are managed by a project manager and supervised by a design engineer, or a construction engineer or a certified project architect which contractually authorized by the Employer.

The goal of construction project is to build something. What differentiate the construction industry from other industries is that its projects are large, built on-site, and generally unique. Time, money, labor, equipment, and, materials are all examples of the kinds of resources that are consumed by the project. Projects begin with a stated goal established by the Employer and accomplished by the project team. As the team begins to design, estimate, and plan out the project, the members learn more about the project than was known when the goal was first established. This often leads to a redefinition of the stated project goals.

In the modern world, the construction industry is the largest industry in the world. It is more of a service than a manufacturing industry. Growth in this industry in fact is an indicator of the economic conditions of a country. This is because the construction industry consumes a wide employment circle of labor. While the manufacturing industry exhibit high-quality products, timelines of service delivery, reasonable cost of service, and low failure rates, the construction industry, on the other hand, is generally the opposite, most projects exhibit cost overruns, time extensions, and conflicts among parties.

In general, the construction industry is more challenging than other industries due to its unique nature: every project is one-of a kind; many conflicting parties are involved; projects are constrained by time, money and quality; and high risk.

1.1.2 What is a construction contract?

A construction contract, for the purposes of this book, is a contract under which one party (commonly called the Contractor) agrees for valuable consideration to undertake to carry out works for another party (commonly called the Employer) involving design (where applicable), fabrication, erection, alteration, repair or demolition of structures and/or installations on a site. It covers a whole range of contracts i. e. from a simple oral agreement to repair a house roof to a mega highway contract. Such contracts are usually termed "building contracts" when they relate to infrastructure, systems and equipment installations. The distinction between these terms is of no legal significance, and indeed construction contracts as a class are regarded by China law, not as a separate category of contracts but a part of the general law of contract. In most cases, the parties to a construction contract are the Employer and the Contractor. However, in actual practice, in all likelihood, a construction project frequently involves a large number of participants who are contractually interlinked by a matrix of contractual arrangements. The roles of such contributors are discussed below.

International contract law concerns the legal rules relating to cross-border agreements. One key element of international contract law includes the provision that the parties' nationality does not play any role when applying the law, thereby placing all parties on an equal playing field. Rules of the contracts are interpreted by what a reasonable person would consider fair and appropriate given the circumstances. International contract law is a branch of private international law, which relates to the cross-border dealings of individuals or companies. This differs from public international law, which concerns the interaction between governments and other state agencies.

A contract is a legally enforceable agreement between two or more parties that creates a legal obligation between them. The rules related to contracts can vary substantially among different types of legal systems. In common law jurisdictions, for example, the participants in a contract are typically allowed a very wide scope concerning the terms of the agreement. In civil law jurisdictions, however, established legal principles are often applied to individual contracts. The most basic element of any contract is the mutual agreement between two parties to participate in an arrangement. Common law jurisdictions typically require consideration in a contract, meaning that both sides receive something of value as part of the contract. In civil law countries, however, consideration is not considered as a necessary component.

Historically, merchants developed their own sort of international contract law. Traders wanting to deal differences in language, culture and laws developed their own code for international dealings. These rules have evolved into the good faith of today's contract laws.

Large international construction projects often have a range of major contractors, subcontractors and consultants in different parts of the world and working based on different legal theories and understandings. This can lead to confusion in the understanding, interpretation and execution of the construction contract, which can result in significant disruption to the construction project.

1.2 The Project Goal and Scope

1.2.1 Project Goal

To achieve construction project goal, the Contractor or project manager must know what the employer want him to accomplish. Implementing a winning strategy starts with a scoreboard showing the targets the employer want him to hit. The Project manager must update it regularly and communicate results to every team member on an ongoing basis. At the completion of your projects, review and analyze the results of the works done to determine what could have improved.

1.2.2 Project scope

The documentation of a project's scope explains the boundaries of the project, establishes responsibilities for each team member and sets•up procedures for how completed work will be verified and approved. The documentation may be referred to as a scope statement, statement of work or terms of reference. During the project, this documentation helps the project team remain focused and on task.

The scope statement also provides the project team leader or facilitator with guidelines for making decisions about change requests during the project. It is natural for parts of a large project to change along the way, so the better the project has been scoped at the beginning, the better the project team will be able to manage change. When documenting a project's scope, stakeholders should be as specific as possible in order to avoid scope creep, a situation in which one or more parts of a project ends up requiring more work, time or effort because of poor planning or miscommunication.

Effective scope management requires good communication to ensure that everyone on the team understands the scope of the project and agrees upon exactly how the project's goal will be met. As part of project scope management, the team leader should solicit approvals and sign-offs from the various stakeholders as the project proceeds, ensuring that the finished project, as proposed, meets everyone's needs.

1.3 Construction categories

The field of construction is as diversified as the uses and forms of the many types of structures it produces. However, construction is commonly divided into four main categories, although there is some overlap among these divisions and certain projects do not fit

neatly into any one of them.

1.3.1 Residential Housing Construction

Residential housing construction includes single-family houses, multi-family dwellings, and high-rise apartments. During the development and construction of such projects, the developers or sponsors who are familiar with the construction industry usually serve as Employers and take charge, making necessary contractual agreements for design and construction, and arranging the financing and sale of the completed structures. Residential housing designs are usually performed by architects and engineers, and the construction executed by builders who hire subcontractors for the structural, mechanical, electrical and other specialty work. An exception to this pattern is for single-family houses which may be designed by the builders as well.

The residential housing market is heavily affected by general economic conditions, tax laws, and the monetary and fiscal policies of the government. Often, a slight increase in total demand will cause a substantial investment in construction, since many housing projects can be started at different locations by different individuals and developers at the same time. Because of the relative ease of entry, at least at the lower end of the market, many new builders are attracted to the residential housing construction. Hence, this market is highly competitive, with potentially high risks as well as high rewards.

1.3.2 Institutional and Commercial Building Construction

Institutional and commercial building construction encompasses a great variety of project types and sizes, such as schools and universities, medical clinics and hospitals, recreational facilities and sports stadiums, retail chain stores and large shopping centers. The Employers of such buildings may or may not be familiar with construction industry practices, but they usually are able to select competent professional consultants and arrange the financing of the constructed facilities themselves.

1.3.3 Specialized Industrial Construction

Specialized industrial construction usually involves very large scale projects with a high degree of technological complexity, such as oil refineries, steel mills, chemical processing plants and coal-fired or nuclear power plants. The Employers usually are deeply involved in the development of a project, and prefer to work with designers-builders such that the total time for the completion of the project can be shortened. They also want to pick a team of designers and builders with whom the Employer has developed good working relations over the years.

Although the initiation of such projects is also affected by the state of the economy, long range demand forecasting is the most important factor since such projects are capital intensive and require considerable amount of planning and construction time. Governmental regulation such as the rulings of the Environmental Protection Agency and the Nuclear Regulatory Commission in the United States and other countries can also profoundly influence decisions on these projects.

1.3.4 Infrastructure and Heavy Construction

Infrastructure and heavy construction includes projects such as highways, mass transit systems, tunnels, bridges, pipelines, drainage systems and sewage treatment plants. Most of these projects are publicly owned and therefore financed either through bonds or taxes. This category of construction is characterized by a high degree of mechanization, which has gradually replaced some labor intensive operations.

The engineers and builders engaged in infrastructure construction are usually highly specialized since each segment of the market requires different types of skills. However, demands for different segments of infrastructure and heavy construction may shift with saturation in some segments. For example, as the available highway construction projects are declining, some heavy construction contractors quickly move their work force and equipment into the field of mining where jobs are available.

1.4 Project Finance

Project finance is the financing of long-term infrastructure, industrial projects in which project debt and equity used to finance the project are paid back from the cash flow generated by the project. Project financing is a loan structure that relies primarily on the project's cash flow for repayment, with the project's assets, rights and interests held as secondary security or collateral. Project finance is especially attractive to the private sector because companies can fund major projects off balance sheet.

1.4.1 By Employer

The Employer makes the necessary financial arrangements for the construction of most construction projects. This normally requires obtaining the funding from some external source. In the case of public Employers, the necessary capital may be obtained via tax revenues, appropriations, or bonds. A large corporate firm may obtain the funds by the issurance of its own securities, such as bonds. For the average private Employer, funding is normally sought from one of several possible loan sources-banks, savings and loan associations, insurance companies, real estate, or government agencies.

Where construction funding is obtained by commercial loans, the Employer must typically arrange two kinds of financing (1) short-term, to pay the construction costs, and (2) a long term mortgage. The short term financing involves a construction loan and provides funds for land purchase and project construction. The construction loan usually extends only over the construction period and is granted by a lending institution with the expectation that it will be repaid at the completion of construction by some other loan such as the mortgage financing. The mortgage loan usually applies for an appreciable period such as 10 to 30 years.

When the construction loan has been approved, the lender sets up a "draw" schedule, which specifies the rate at which the lender will make payments to the contractor during

the construction period. Typically, the short term construction loan is paid off by the mortgage lender when the construction is completed.

1.4.2 By Builder-vendor

A builder - vendor is a business entity that designs, builds and finances the construction of structures for sale to the general public. The most common example of such structures is tract housing, for which the builder-vendor acquires land and builds the housing units. This is a form of speculative construction, whereby the builder vendor act as their own prime contractors, build dwelling units on their own accounts, and employ sales forces to market their products. Hence, the ultimate Employer incurs no financial obligation until the structure is finished and a decision to buy is made.

In much construction of this type, the builder-vendor constructs for an unknown Employer. Most builder vendors function more as construction brokers than contractors per se, choosing to subcontract all or most of the actual construction work. The usual construction contract between Employer and prime contractor is not present in such cases because the builder-vendor occupies both roles. The source of business for the builder vendor is entirely self-generated, as opposed to that of the professional contractor that obtains its work in the open construction marketplace.

1.4.3 By Developer

A developer acquires financing for an Employer's project in two different ways. A comparatively recent development in the construction of large buildings for business corporations and public agencies is the concept of design finance. In this case, the Employer teams up with a developer firm that provides the Employer with a project design and a source of financing for the construction process. The procedure minimizes or eliminates altogether the initial capital investment of the Employer. Developers are invited to submit proposals to the Employer for the design and funding of a defined new structure. A contract is then negotiated with the developer of the Employer's choice. After the detailed design is completed, a construction contractor is selected and the structure is erected.

The second procedure used by developers is currently being applied to the design and construction of a wide range of commercial structures. Here, the developer not only arranges the project design and financing for the Employer but is also responsible for the construction process. Upon the completion of the project under either of the two procedures just discussed, the developer sells or leases the completed structure to the Employer.

1.5 Construction Contract Types

Although there are many different types of construction contracts, they can be divided into two large groups. One group includes those contracts for which the Employer selects a contractor based on competitive bidding, and the other includes those in which the Employer negotiates a contract directly with a contractor of the Employer's choosing. Many

public construction contracts, as well as much private work, fall in the first category. Competitive bids contracts are customarily prepared on a fixed price basis and consist of two types, lump-sum and unit price. With a lump-sum contract, the cost amount is a fixed sum that covers all aspects of the work described by the contract documents. The unit price contract, the second of the two types, is drawn based on estimated quantities of specified work items and a unit price for each item. There are also a cost plus fee contract arrangement, whereby the Employer agrees to reimburse the contractor for the full amount of the construction cost and pay a stipulated fee for the contractor's services.

1.5.1 The Lump sum contract

A lump-sum contract is normally used in the construction industry to reduce design and contract administration costs. It is called a lump-sum because the contractor is required to submit a total and global price instead of bidding on individual items. A lump-sum contract is the most recognized agreement form on simple and small projects and projects with a well-defined scope or construction projects where the risk of different site conditions is minimal.

(1) Lump-Sum Contract Basics

A lump-sum contract or a stipulated sum contract will require that the supplier agrees to provide specified services for a stipulated or fixed price. In a lump-sum contract, the employer has essentially assigned all the risk to the contractor, who in turn can be expected to ask for a higher markup in order to take care of unforeseen contingencies.

(2) When to Use This Type of Contract

A lump-sum contract is a great contract agreement to be used if the requested work is well-defined and construction drawings are completed. The lump-sum agreement will reduce employer risk, and the contractor has greater control over profit expectations. It is also a preferred choice when stable soil conditions, complete pre-construction studies, and assessments are completed and the contractor has analyzed those documents.

(3) Lump-Sum Contract Advantages

A lump-sum contract offers the following advantages: (a) Low risk to the employer; (b) Fixed construction cost; (c) Minimize change orders; (d) employer supervision is reduced when compared to Time and Material Contract; (e) The contractor will try to complete the project faster; (f) Accepted widely as a contracting method; (g) Bidding analysis and selection process is relatively easy; (h) The contractor will maximize its production and performance.

(4) Lump-Sum Contract Disadvantages

Although lump-sum contracts are the standard and preferred option for all contractors, it might also have some limitations: (a) It presents the highest risk to the contractor; (b) Changes are difficult to quantify; (c) The employer might reject change order requests; (d) The project needs to be designed completely before the commencement of activities; (e) The construction progress could take longer than other contracting alterna-

tives; (f) The contractor will select its own means and methods; (g) Higher contract prices that could cover unforeseen conditions.

1.5.2 The unit price contract

A unit-price contract is based on estimated quantities of the defined items of work and costs per unit amount of each of these work items. The Employer or architect-engineer compiles the estimated quantities, and the unit costs are those bid by the contractor for carrying out the stipulated work in accordance with the contract documents. However the total sum of money paid to the contractor for each work item remains an indeterminable factor until completion of the project, because payment is made to the contractor based on units of work actually done and measured in the field. Therefore, the Employer does not know the exact ultimate cost of the construction until the completion of the project. In addition, the Employer often must support, either directly or through the architect - engineer, a field force for the measurement and determination of the true quantities of work accomplished.

The contractor is obligated to perform the quantities of work actually required in the field at the quoted unit prices, whether they are greater or less that the architect-engineer's estimates. This obligation is subject to any contract provision for redetermination of unit prices when substantial quantity deviations occur. This form of contract has the same requirement for contractor performance, regardless of the difficulties and problems encountered, as described in the previous section for lump-sum contracts.

Unit-price contracts offer the advantages of open competition on projects involving quantities of work that can not be accurately forecast at the time of bidding or negotiation. Examples of such work include the driving of piles and the excavating of foundations. A price per linear foot of pile or per cubic yard of excavation allows a reasonable variation in the driven length of the individual piles or the actual quantity of excavation because of job conditions that can not be determined precisely before actual construction operations. However, drawings and specifications that are complete enough for the contractor to access the overall magnitude of the project and the general nature and complexity of the work must be available for bidding.

1.5.3 Cost Plus contracts

Cost-plus contracts are normally negotiated between the Employer and the contractor. Most cost-plus contracts are open ended in the sense that the total construction cost to the Employer cannot be known until completion of the project. When the drawings and specifications are not complete at the time of contract negotiation, the Employer and contractor negotiate what is commonly called a scope contract. Based on preliminary drawings and outline specifications, the contract arrives at a project target estimate. The contract provides that the original contract documents will be subsequently amplified within the original intent of the preliminary drawings and specifications. When negotiating contracts of the cost-plus type, the contractor and the Employer must pay particular attention to four

important considerations:

(1) A definite and mutually agreeable subcontract-letting procedure should be arranged. Both parties generally prefer competitively bid subcontracts when they are feasible.

(2) There must be a clearly understood agreement concerning the determination and payment of the contractor's fee. Fees may be determined in many different ways. Involved here is not only the amount of the fee, but also the method by which it will be paid to the contractor during the life of the contract. A statement concerning any variation of fee with changes in the work should be included.

(3) A common understanding regarding the accounting methods to be followed is essential. Many problems and controversies can be avoided by working out in advance the details of record keeping, purchasing, and the reimbursement procedure. Some Employer-clients have need of accurate and detailed cost information for tax, insurance purposes. Employer requirements of this type, made known at the beginning of the contract, enable the contractor to better serve the Employer.

☞ 疑难词句 ☜

1. However, in actual practice, in all likelihood, a construction project frequently involves a large number of participants who are contractually interlinked by a matrix of contractual arrangements. 然而，在实践中，在所有可能的情况下，一个建设项目往往涉及大量的参与者，这些参与者是由合同安排的矩阵下相互关联的。

2. Field crew and team leaders 现场团队和团队负责人

3. Employee retention 员工留任

4. On-the-job skills 在职技巧

5. Take a back seat 处于次要地位

6. Get down to 开始认真考虑

7. Deliverables and parameters 交付成果和参数

8. Scope creep 范围蔓延

9. Sign-offs 签署同意，签收

10. Pinning down 确定，使受约束

11. High-rise apartments 高层公寓

12. Recreational facilities 娱乐设施

13. Because of the relative ease of entry, at least at the lower end of the market, many new builders are attracted to the residential housing construction. 由于市场准入相对容易，至少在低端市场，许多新的建筑商被住宅建筑项目所吸引。

14. Mass transit systems 公共交通系统

15. Off balance sheet 资产负债表外，不上资产负债表的

16. Companies can fund major projects off balance sheet. 公司可以在资产负债表外为主要项目提供资金。

17. Tract housing 成片住宅建设

18. The ultimate Employer 最终所有者

19. Teams up with 与……合作，协作

20. The major differences between the various types of cost plus fee contracts lie in the provisions regarding the compensation of the contractor. 不同类型的成本加费用合同的主要区别在于承包商的赔偿条款。

21. Linear foot 纵尺，英尺

22. Cubic yard 立方码

23. The amount of overhead calculated under a lump-sum contract will vary from builder to builder, but it will be based on their risk assessment study and labor expertise. 根据一份总价合同计算的费用总额将因建造者不同而异，但它将基于风险评估研究和工作技能。

24. General overhead 一般间接费用

25. be tied to these target figures 受这些目标指数的约束

☞ 中文综述 ☜

1.1 国际工程与国际工程合同

1.1.1 国际工程的含义

国际工程一般包含以下几个因素：

（1）有明确的目标或范围；

（2）可执行的具体任务；

（3）确定的开始和结束日期；

（4）资源消耗；

（5）工程主体分属于不同国家或地区。

国际工程是一种综合性的国际经济合作形式，是国际技术贸易和国际劳务合作的具体表现。它是指个人或企业，在国际市场上通过投标、接受委托或其他途径承揽国际组织、外国政府或私人雇主的工程建设项目、物资采购及其他方面的承包业务，是一种涉及资金、技术、设备、劳务等多方面内容的综合性国际经济合作形式。它既包括一国对外工程公司已经承包施工的海外工程（Overseas Projects），也包括一国境内的国际性公开招标和管理的国内工程项目（Domestic Projects）。

国际工程一般有以下几个特点：

（1）国际工程分为国内和国外两个市场

国际工程既包括一国公司去海外参与投资或承包的各项工程，也包括国际组织和外国的公司在国内投资和实施的工程。

（2）国际工程包括咨询和承包两个领域[1]

一是国际工程咨询：国际工程咨询活动贯穿于工程项目决策和实施过程，一般可以包

[1] 何伯森，《国际工程合同与合同管理（第二版）》，北京：中国建筑工业出版社，2010：2.