

菲迪克(FIDIC)文献译丛

客户/咨询工程师(单位)
服务协议书范本

Client/Consultant
Model Services Agreement

国际咨询工程师联合会 编译
中国工程咨询协会

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王 川 徐礼章 审订

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机械工业出版社

客户/咨询工程师(单位)服务协议书范本就是通常所说的白皮书。其条款由国际咨询工程师联合会(FIDIC)编写,推荐用于投资前的调查和可行性研究、施工设计和管理及项目管理等咨询服务。虽然条款的拟定是基于国际范围内的服务的,但同样适用于国内的项目。

本协议书范本的出版,将为我国广大工程咨询单位和人员、从事投资、金融和工程项目管理的部门和组织、各类项目业主、建筑施工/监理企业、工程承包企业、环保企业、会计/律师事务所、保险公司以及有关高等院校学习国际经验,提供重要帮助。也是各专业注册工程师必读的书。

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Peter van der TOGT
Publications manager

[译文]

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出版经理: Peter van der TOGT

“菲迪克(FIDIC)文献译丛” 出版前言

世界工程咨询业已有上百年的发展历史，成为各国投资建设领域重要的智力服务行业。国际咨询工程师联合会(按其法文缩写 FIDIC, 通称菲迪克)成立已有 80 多年，是国际工程咨询业的权威性行业组织，与世界银行等国际金融组织有着密切的联系。菲迪克的各种文献出版物，包括各种合同、协议标准范本、各项工作指南、以及工作惯例建议等，得到世界各有关组织的广泛承认和实施，是工程咨询行业的重要指导性文献。

我国工程咨询业是改革开放以来，在原有工程设计和建设管理队伍基础上发展起来的，承担着为各级投资决策部门和各类建设项目提供战略规则、项目决策、工程设计、以及项目实施管理等投资建设全过程的咨询服务。今后随着我国建设事业的发展，项目的决策与实施要求提供咨询服务的工作量将会大量增长，咨询服务质量要求也将越来越高。特别是我国已加入世界贸易组织(WTO)，投资建设领域既有新的机遇，也有新的挑战。借鉴国外工程咨询的成功经验，努力提高我国工程咨询服务水平，已成为当务之急。

中国工程咨询协会于 1996 年正式加入菲迪克组织，并取得在我国翻译出版菲迪克文献的授权。为了系统介绍菲迪克有关出版物，协会成立了菲迪克文献编译委员会，将以“菲迪克文献译丛”形式，陆续翻译出版菲迪克有关文献。

我们相信“译丛”的出版，将为我国广大工程咨询单位和人员，从事投资、金融和工程项目管理的部门和组织，各类项目业主、建筑施工监理企业、工程承包企业、环保企业、会计/律师事务所、保险公司以及有关高等院校学习国际经验，提供重要帮助。

中国工程咨询协会

编者的话

《客户/咨询工程师(单位)服务协议书范本》(白皮书)第 3 版，是国际咨询工程师联合会(菲迪克, FIDIC)于 1998 年组织专家对 1991 年菲迪克出版的第 2 版白皮书(1995 年我国航空工业出版社曾出版中译本)修订出版的。

根据菲迪克推荐，本书用于各类建设项目投资业主委托工程咨询单位，就项目的前期投资研究、可行性研究、工程设计、招标评标、合同管理和投产准备等建设全过程，提供各种咨询服务，签订服务协议书参考。本书第 3 版修订中对客户和工程咨询单位的职责、义务、风险分担和保险等方面在条款内容上做了细致补充，增加了反腐败条款和友好解决争端等条款。更好地适应了当前工程市场发展的需要。

在菲迪克 1999 年重新修订出版各类工程承包合同(即《施工合同条件》、《生产设备与设计——施工合同条件》、《设计采购施工(EPC)交钥匙工程合同条件》和《简明合同格式》)中，1998 年第 3 版《客户/咨询工程服务协议书范本》将继续配套使用。

本书将对加强工程咨询市场的规范化，提高工程咨询质量，进而推动项目决策和管理水平很有帮助。可供与建设有关单位和高等院校参考。

本书由卢有杰翻译，唐萍校译，王川、徐礼章审订。

中国工程咨询协会 FIDIC 文献编译委员会



FIDIC is an international federation of national associations of consulting engineers.

FIDIC was founded in 1913 by three national associations of consulting engineers within Europe. The objectives of forming the federation were to promote in common the professional interests of the member associations and to disseminate information of interest to members of its component national associations.

Today FIDIC membership numbers more than 60 countries from all parts of the globe and the federation represents most of the private practice consulting engineers in the world.

FIDIC arranges seminars, conferences and other events in the furtherance of its goals: maintenance of high ethical and professional standards; exchange of views and information; discussion of problems of mutual concern among member associations and representatives of the international financial institutions; and development of the engineering profession in developing countries.

FIDIC publications include proceedings of various conferences and seminars, information for consulting engineers, project owners and international development agencies, standard pre-qualification forms, contract documents and client/consultant agreements. They are available from the secretariat in Switzerland.



菲迪克(FIDIC)是由各国咨询工程师协会组成的国际联合会。

菲迪克(FIDIC)是由欧洲三个国家的咨询工程师协会于 1913 年成立的。组建联合会的目的是共同促进成员协会的职业利益，以及向其各国成员协会会员传播有益信息。

今天，菲迪克(FIDIC)已有来自全球各地 60 多个国家的成员协会，代表着世界上大多数私人执业的咨询工程师。

菲迪克(FIDIC)举办各类研讨会、会议及其他活动，以促进其目标：维护高的道德和职业标准；交流观点和信息；讨论成员协会和国际金融机构代表共同关心的问题；以及发展中国家工程咨询业的发展。

菲迪克(FIDIC)的出版物包括：举办各类会议和研讨会的文件；为咨询工程师、项目业主和国际开发机构提供信息；资格预审标准格式、合同文件以及客户/咨询工程师(单位)协议书。这些资料可以从设在瑞士的菲迪克(FIDIC)秘书处得到。

FOREWORD

The terms of the Client/Consultant Model Services Agreement (The White Book) have been prepared by the Fédération Intenationale des Ingénieur-Conseils (FIDIC) and are recommended for general use for the purposes of pre-investment and feasibility studies, designs and administration of construction and project management, where proposals for such services are invited on an international basis. They are equally adaptable for domestic agreements.

The version in English is considered by FIDIC as the official and authentic text for the purpose of translation.

In their preparation it was recognised that while there are numerous clauses which will be generally applicable there are some provisions which must necessarily vary to take account of the circumstances and locality in which the Services are to be performed. The clauses of general application have been grouped together in this document and are referred to as General Conditions. They are intended for incorporation as printed in the documents comprising the Agreement.

The General Conditions are linked with the Particular Conditions by the corresponding numbering of the clauses, so that General Conditions and Conditions of Particular Application together comprise the conditions governing the rights and obligations of the parties.

The Particular Conditions must be specially drafted to suit each individual Agreement and type of Service. That part of the text of the Particular Conditions which must be completed is printed on sheets which may be removed for incorporation with additional clauses.

FIDIC has published the “White Book Guide” which includes comments on clauses in the Model Services Agreement and notes towards the preparation of Appendices A, B and C (“Scope of Services”, “Personnel, Equipment, Facilities and Services of Others to be Provided by the Client” and “Remuneration and Payment”).

It may also be helpful for users to refer to the other FIDIC publications, which can be found in the Bookshop of FIDIC's website at www.fidic.org.

前言

客户/咨询工程师(单位)服务协议书范本(白皮书)的条款由国际咨询工程师联合会(FIDIC)编制，推荐一般用于在国际范围内邀请提交诸如：投资前和可行性研究、设计和施工管理以及项目管理等服务的建议书时。这些条款同样适用于各国的协议书。

菲迪克(FIDIC)认为，此协议书的英文版是供翻译用的正式的可靠文本。

在条款编写中，认识到许多条款虽普遍适用，但有些条款需要考虑履行服务的环境和地区作必要的变更。一般适用的条款已在本文件中编在一起，称为通用条件。它们在组成协议书的文件中可以照原样纳入。

通用条件与专用条件用相对应的条款编号相联系，以便通用条件与专用条件共同构成管理双方权利和义务的条件。

专用条件必须专门拟定，以适应每一特定协议书和服务类型。必须编写的专用条件部分内容编印了几页，这些可通过写入附加条款予以撤换。

菲迪克(FIDIC)已出版“白皮书指南”，其中包括对服务协议书范本条款的解释和关于如何编写附录 A、B 及 C (“服务范围”，“要由客户提供的人员、设备、设施和其他服务”，以及“报酬和支付”)的说明。

使用者如能参阅菲迪克(FIDIC)的其他出版物也会有所帮助。它们可在菲迪克(FIDIC)网址 www.fidic.org 上的“书店(Bookshop)”中找到。

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AGREEMENT

This Agreement made the _____ day of _____
Between _____
of _____
(hereinafter called “the Client”) of the one part
and _____
of _____
(hereinafter called “the Consultant”) of the other part.

Whereas the Client desires that certain Services should be performed by the Consultant, namely

and has accepted a proposal by the Consultant for the performance of such Services.

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of the Client/Consultant Model Services Agreement hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of the Agreement, namely:

(a) The Letter of Acceptance;

(b) The Conditions of the Client/Consultant Model Services Agreement (General Conditions and Particular Conditions);

(c) The Appendices, namely:

Appendix A – Scope of Services

Appendix B – Personnel, Equipment, Facilities & Services of Others to be Provided by the Client

Appendix C – Remuneration and Payment

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS

协议书

本协议书于_年_月_日
由_____
的_____
(以下简称“客户”)为一方,
和_____
的_____
(以下简称“咨询工程师(单位)”)为另一方签订。

鉴于客户欲请咨询工程师(单位)履行一定的服务,即

并已接受咨询工程师(单位)为履行上述服务所提出的建议书。

兹就如下事项
达成本协议:

1. 本协议书中的词语和措辞应与下文提到的客户/咨询工程师(单位)服务协议书范本条件中分别赋予它们的含义相同;
2. 下列文件应被视为本协议书的组成部分,并应作为其一部分阅读和解释:

(a) 中标函;

(b) 客户/咨询工程师(单位)服务协议书范本条件(通用条件和专用条件);

(c) 附录, 即:

附录 A——服务范围

附录 B——要由客户提供的人员、设备、设施和其他服务

附录 C——报酬和支付
- _____

- 14
- 15

3. In consideration of the payments to be made by the Client to the Consultant as hereinaftermentioned the Consultant hereby agrees with the Client to perform the Services in conformity with the provisions of the Agreement.
4. The Client hereby agrees to pay the Consultant in consideration of the performance of the Services such amounts as may become payable under the provisions of the Agreement at the times and in the manner prescribed by the Agreement.

In Witness whereof the parties hereto have caused this Agreement to be executed the day and year first before written in accordance with their respective laws.

Authorised signature(s) of Client

In the presence of:

Name _____

Signature _____

Address _____

Authorised signature(s) of Consultant

In the presence of:

Name _____

Signature _____

Address _____

3. 鉴于客户将按下文所述对咨询工程师(单位)的付款,咨询工程师(单位)在此同意向客户遵照本协议书的规定履行服务。
4. 鉴于咨询工程师(单位)履行的服务客户在此同意按本协议书规定的时间和方式,向其支付本协议书规定应付的款项。

此协议书由双方根据各自法律签字之日起生效,特立此据。

客户授权代表签字

由下列人员在场下

姓名_____

签字_____

地址_____

咨询工程师(单位)授权代表签字

由下列人员在场下

姓名_____

签字_____

地址_____

CONDITIONS OF THE CLIENT/CONSULTANT
MODEL SERVICES AGREEMENT

GENERAL CONDITIONS

DEFINITIONS AND INTERPRETATION

DEFINITIONS

1. The following words and expressions shall have the meanings assigned to them except where the context otherwise requires:
- (i) “Project” means the project named in the Particular Conditions for which the Works are to be provided.
 - (ii) “Services” means the services to be performed by the Consultant in accordance with the Agreement and comprise Normal Services, Additional Services and Exceptional Services.
 - (iii) “Works” means the permanent works to be executed (including the goods and equipment to be supplied to the Client) for the achievement of the Project.
 - (iv) “Client” means the party named in the Agreement, who employs the Consultant, and legal successors to the Client and permitted assignees.
 - (v) “Consultant” means the party named in the Agreement, who is employed as an independent professional firm by the Client to perform the Services, and legal successors to the Consultant and permitted assignees.
 - (vi) “party” and “parties” means the Client and the Consultant and “third party” means any other person or entity as the context requires.
 - (vii) “Agreement” means the Conditions comprising the Conditions of the Client/Consultant Model Services Agreement (General Conditions and Particular Conditions) together with Appendix A (Scope of Services), Appendix B (Personnel, Equipment, Facilities and Services of Others to be provided by the Client), Appendix C (Remuneration and Payment), Letter of Acceptance and Formal Agreement if completed, or otherwise as specified in the Particular Conditions.
 - (viii) “day” means the period between any one midnight and the next.
 - (ix) “month” means a period of one month according to the Gregorian calendar commencing with any day of the month.
 - (x) “Local Currency” (LC) means the currency of the country where the Project is located and “Foreign Currency” (FC) means any other currency.
 - (xi) “Agreed Compensation” means additional sums as defined in the Particular Conditions which are payable under the Agreement.

客户/咨询工程师(单位)服务协议书范
本条件
通用条件

定义及解释

定义

1. 下列词语和措辞，除上下文另有要求外，应具有所赋予它们的含义：
- (i) “项目” 系指专用条件中指名的，要为其提供工程的项目。
 - (ii) “服务” 系指咨询工程师(单位)要按照协议书履行的服务，包括正常服务、附加服务和额外服务。
 - (iii) “工程” 系指为完成项目要实施的永久工程（包括提供给客户的货物和设备）。
 - (iv) “客户” 系指协议书中指名的聘用咨询工程师(单位)的一方，及其合法继承人和允许的受让人。
 - (v) “咨询工程师(单位)” 系指协议书中指名的，由客户聘用作为独立专业公司履行服务的一方，及其合法继承人和允许的受让人。
 - (vi) “一方” 和 “双方” 系指客户和咨询工程师(单位)。“第三方” 则指上下文要求的任何其他法人或实体。
 - (vii) “协议书” 系指组成客户/咨询工程师(单位)服务协议书范本条件(通用条件和专用条件)的条件，以及附录 A (服务范围)、附录 B (要由客户提供的人员、设备、设施和其他服务)、附录 C (报酬和支付)、中标函和正式协议书(如已签订)，或按专用条件中另外的规定。
 - (viii) “日” 系指任何一个午夜至下一个午夜间的时间段。
 - (ix) “月” 系指按阳历从该月中任何一天开始的一个月的时间段。
 - (x) “当地货币” (LC)系指项目所在国的货币,“外币”(FC)则指任何其他货币。
 - (xi) “商定的补偿” 系指专用条件中定义的根据协议书应支付的附加款额。

INTERPRETATION	2. (i) The headings in the Agreement shall not be used in its interpretation. (ii) The singular includes the plural, the masculine includes the feminine, and vice-versa where the context requires. (iii) If there is conflict between provisions of the Agreement, the last to be written chronologically shall prevail, unless otherwise specified in the Particular Conditions.	解释	2. (i) 协议书中的标题不应在其解释中应用。 (ii) 单数词包括复数含义，阳性词包括阴性含义，根据上下文具体情况，反之亦然。 (iii) 如果协议书条款间有矛盾，除非专用条件另有规定，应以按时间顺序最后编写的为准。
OBLIGATIONS OF THE CONSULTANT			咨询工程师(单位)的义务
SCOPE OF SERVICES	3. The Consultant shall perform Services relating to the Project. The Scope of the Services is stated in Appendix A.	服务范围	3. 咨询工程师(单位)应履行与项目有关的服务。服务范围在附录A 中规定。
NORMAL, ADDITIONAL AND EXCEPTIONAL SERVICES	4. (i) Normal Services are those described as such in Appendix A. (ii) Additional Services are those described as such in Appendix A or which by written agreement of the parties are otherwise additional to Normal Services. (iii) Exceptional Services are those which are not Normal or Additional Services but which are necessarily performed by the Consultant in accordance with Clause 28.	正常、附加和额外的服务	4. (i) 正常服务系指附录A 中描述的此类服务。 (ii) 附加服务系指附录A 中描述的此类服务，或双方书面商定在正常服务之外附加的服务。 (iii) 额外服务系指既不是正常的也不是附加的服务，而是按照第 28 条必须由咨询工程师(单位)履行的服务。
DUTY OF CARE AND EXERCISE OF AUTHORITY	5. (i) The Consultant shall exercise reasonable skill, care and diligence in the performance of his obligations under the Agreement. (ii) Where the Services include the exercise of powers or performance of duties authorised or required by the terms of a contract between the Client and any third party, the Consultant shall: (a) act in accordance with the contract provided that the details of such powers and duties are acceptable to him where they are not described in Appendix A. (b) if authorised to certify, decide or exercise discretion, do so fairly between the Client and third party not as an arbitrator but as an independent professional acts by his skill and judgement. (c) if so authorised vary the obligations of any third party, subject to obtaining the prior approval of the Client to any variation which can have an important effect on costs or quality or time (except in any emergency when the Consultant shall inform the Client as soon as practicable).	认真尽责和行使职权	5. (i) 咨询工程师(单位)在根据本协议书规定履行其义务中，应运用合理的技能，谨慎和勤奋地工作。 (ii) 当服务包括根据客户与任何第三方签订的合同条款的授权或要求行使权力或履行职责时，咨询工程师(单位)应： (a) 对附录A 中未详细说明的此类权力和职责只要是他可以接受的，即按照该合同执行。 (b) 如经授权提供证明、决定或行使自由处理权时，在客户和第三方间公正地行使，不作为仲裁人，而是作为独立的专业人员，根据自己的技能和判断进行工作。 (c) 如经授权改变任何第三方的义务时，对于任何可能对费用、质量或时间有重大影响的变更，须得到客户的事先批准(紧急情况除外,此时咨询工程师(单位)应尽快通知客户)。
CLIENT'S PROPERTY	6. Anything supplied by or paid for by the Client for the use of the Consultant shall be the property of the Client and where practicable shall be so marked. When the Services are completed or terminated the Consultant shall furnish inventories to the Client of what has not been consumed in the performance of the Services and shall deliver it as directed by the Client. Such delivery shall be regarded as an Additional Service.	客户的财产	6. 所有由客户提供或支付费用，供咨询工程师(单位)使用的物品均属于客户的财产，实际可行时都应加以标记。当服务完成或终止时，咨询工程师(单位)应将履行服务中未使用的剩余物品清单交给客户，并按客户的指示移交此类物品。此类移交应视为附加服务。

OBLIGATIONS
OF THE CLIENT

INFORMATION	7. The Client shall so as not to delay the Services and within a reasonable time give to the Consultant free of cost all information in his power to obtain which may pertain to the Services.
DECISIONS	8. On all matters properly referred to him in writing by the Consultant the Client shall give his decision in writing so as not to delay the Services and within a reasonable time.
ASSISTANCE	9. In the country of the Project and in respect of the Consultant, his personnel and dependants, as the case may be, the Client shall do all in his power to assist in: (i) the provision of documents necessary for entry, residence, work and exit; (ii) providing unobstructed access wherever it is required for the Services; (iii) import, export and customs clearance of personal effects and of goods required for the Services; (iv) their repatriation in emergencies; (v) the provision of the authorities necessary to permit the import of foreign currency by the Consultant for the Services and by his personnel for their personal use and to permit the export of money earned in the performance of the Services; (vi) providing access to other organisations for collection of information which is to be obtained by the Consultant.
EQUIPMENT AND FACILITIES	10. The Client shall make available, free of cost, to the Consultant for the purpose of the Services the equipment and facilities described in Appendix B.
CLIENT'S PERSONNEL	11. In consultation with the Consultant, the Client shall at his own cost arrange for the selection and provision of personnel in his employment to the Consultant in accordance with Appendix B. In connection with the Services such personnel shall take instructions only from the Consultant.
SERVICES OF OTHERS	12. The Client shall at his cost arrange for the provision of services from others as described in Appendix B, and the Consultant shall co-operate with the suppliers of such services but shall not be responsible for them or their performance.

客户的义务

资料	7. 为了不延误服务，客户应在合理的时间内免费向咨询工程师(单位)提供他能获取并与服务有关的一切资料。
决定	8. 为了不延误服务，客户应在合理的时间内就咨询工程师(单位)以书面形式提交给他的一切事宜作出书面决定。
协助	9. 在项目所在国，客户应尽其所能根据具体情况为咨询工程师(单位)、其职员和下属提供如下协助： (i) 提供入境、居留、工作和出境所需的文件； (ii) 为服务需要处提供无阻挡的通道； (iii) 办理个人财物和服务所需货物的进口、出口以及结关手续； (iv) 发生意外事件时的遣返； (v) 从有关部门取得必要的许可，使咨询工程师(单位)能够为履行服务以及其人员因个人使用带入外汇，并使其能将在履行服务中得到的货币带出； (vi) 提供与其他组织联系的渠道，以便收集咨询工程师(单位)要取得的资料。
设备和设施	10. 客户应为服务的需要，免费向咨询工程师(单位)提供附录 B 中规定的设备和设施。
客户的人员	11. 客户应在与咨询工程师(单位)协商后，按照附录 B 的规定，自费在其雇用的人员中为咨询工程师(单位)挑选并提供人员。凡涉及服务时，此类人员只应接受咨询工程师(单位)指示。
其他服务	12. 客户应按附录B中的说明自费安排其他人员提供服务。咨询工程师(单位)应与此类服务的提供者合作，但不对这些人员及其行为负责。

PERSONNEL

SUPPLY OF PERSONNEL	13. The personnel who are sent by the Consultant to work in the country of the Project shall have been physically examined and found fit for their assignments, and their qualifications shall be acceptable to the Client. The personnel to be supplied by the Client in accordance with Clause 11 shall be acceptable to the Consultant. If the Client cannot supply Client’s personnel or services of others for which he is responsible and it is agreed to be necessary for the satisfactory performance of the Services, the Consultant shall arrange for its supply as an Additional Service.
REPRESENTATIVES	14. For the administration of the Agreement each party shall designate the official or individual to be his representative. If required by the Client, the Consultant shall designate an individual to liaise with the Client's representative in the country of the Project.
CHANGES IN PERSONNEL	15. If it is necessary to replace any person, the party responsible for the appointment shall immediately arrange for replacement by a person of comparable competence. The cost of such replacement shall be borne by the party responsible for the appointment except that if the replacement is requested by the other party (i) such request shall be in writing stating the reasons for it and (ii) the party making the request shall bear the cost of replacement unless misconduct or inability to perform satisfactorily is established as the reason.

人员

人员的提供	13. 由咨询工程师(单位)派往项目所在国工作的人员，应经体格检查证明能适应他们本职工作，且其资格应得到客户的认可。 客户按照第 11 条提供的人员应得到咨询工程师(单位)的认可。 如果客户不能提供他应负责提供的客户人员或其他服务，且双方均认为此类事项对圆满履行服务必需时，咨询工程师(单位)应作为附加服务安排提供。
代表	14. 为执行协议书，每方均应指定一位高级职员或个人作为其代表。 如果客户提出要求，咨询工程师(单位)应指定一人与项目所在国的客户代表联络。
人员的更换	15. 如果需要更换任何人员，则负责指派一方应立即安排同等能力的人员代替。 此类更换的费用应由负责指派的一方承担，如由另一方提出更换要求， (i) 此类要求应以书面形式提出更换理由，并且 (ii) 除非确认了理由是行为不当或不具备圆满履行任务的能力，应由提出要求的一方承担更换费用。

	LIABILITY AND INSURANCE 16. Liability of the Consultant 16.1 The Consultant shall only be liable to pay compensation to the Client arising out of or in connection with the Agreement if a breach of Clause 5(i) is established against him. Liability of the Client 16.2 The Client shall be liable to the Consultant if a breach of his duty to the Consultant is established against the Client. Compensation 16.3 If it is considered that either party is liable to the other, compensation shall be payable only on the following terms: (i) Such compensation shall be limited to the amount of reasonably foreseeable loss and damage suffered as a result of such breach, but not otherwise. (ii) In any event, the amount of such compensation will be limited to the amount specified in Clause 18.1. (iii) If either party is considered to be liable jointly with third parties to the other, the proportion of compensation payable by him shall be limited to that proportion of liability which is attributable to his breach.	责任和保险 16. 16.1 咨询工程师(单位)的责任 如果确认咨询工程师(单位)未履行第 5 条(i)中规定的责任, 他仅须向客户支付由协议书引起或与之有关的赔偿; 16.2 客户的责任 如果确认客户未履行其对咨询工程师(单位)应负的责任, 客户应向咨询工程师(单位)赔偿。 16.3 赔偿 如果认为任一方应向另一方赔偿时, 则赔偿仅应按下列条件支付: (i) 此类赔偿应限于因此类违约造成的可合理预见的损失或损害的数额, 而不牵连其他方面; (ii) 在任何情况下, 此类赔偿的数额应限于第 18.1 款规定的数额; (iii) 如果认为任一方要与第三方共同向另一方负责时, 则在此赔偿中该方应支付的比例应限于其违约应负责的部分。
DURATION OF LIABILITY	17. Neither the Client nor the Consultant shall be considered liable for any loss or damage resulting from any occurrence unless a claim is formally made on him before the expiry of the relevant period stated in the Particular Conditions, or such earlier date as may be prescribed by law.	责任期限 17. 除非在专用条件中规定的有关期限或法律可能规定的更早日期期满前, 向客户或咨询工程师(单位)正式提出了索赔, 不应认为客户或咨询工程师(单位)对由任何事件所造成的任何损失或损害负责。
LIMIT OF COMPENSATION AND INDEMNITY	18. Limit of Compensation 18.1 The maximum amount of compensation payable by either party to the other in respect of liability under Clause 16 is limited to the amount stated in the Particular Conditions. This limit is without prejudice to any Agreed Compensation specified under Clause 31(ii) or otherwise imposed by the Agreement. Each party agrees to waive all claims against the other in so far as the aggregate of compensation which might otherwise be payable exceeds the maximum amount payable. If either party makes a claim for compensation against the other party and this is not established the claimant shall entirely reimburse the other for his costs incurred as a result of the claim.	赔偿的限额和保障 18. 18.1 赔偿的限额 任一方按第 16 条规定的责任, 向另一方支付的最大赔偿额, 应限于专用条件中规定的数额。此限额不影响协议书第 31 条(ii), 或另外规定的双方的任何商定赔偿。 当其他应支付的赔偿总额超过应付的最大数额时, 每一方同意放弃向另一方提出的所有索赔。 如果任一方方向另一方提出赔偿索赔, 但不能得到证实, 则索赔方应全部偿还另一方由于索赔招致的各种费用。

INSURANCE
FOR LIABILITY
AND INDEMNITY

Indemnity 18.2

So far as the applicable law permits, the Client shall indemnify the Consultant against the adverse effects of all claims including such claims by third parties which arise out of or in connection with the Agreement:

- (i) except insofar as they are covered by the insurances arranged under the terms of Clause 19.
- (ii) made after the expiry of the period of liability referred to in Clause 17.

Exceptions 18.3

Clauses 18.1 and 18.2 do not apply to claims arising:

- (i) from deliberate default or reckless misconduct, or
- (ii) otherwise than in connection with the performance of obligations under the Agreement.

19. The Client can request in writing that the Consultant
- (i) insures against his liability under Clause 16.1,
 - (ii) increases his insurance against liability under Clause 16.1 over that for which he was insured at the date of the Client’s first invitation to him for a proposal for the Services,
 - (iii) insures against public/third party liability,
 - (iv) increases his insurance against public/third party liability over that for which he was insured at the date of the Client’s first invitation to him for a proposal for the Services,
 - (v) effects other insurances.

If so requested, the Consultant shall make all reasonable efforts to effect such insurance or increase in insurance with an insurer and on terms acceptable to the Client.

The cost of such insurance or increase in insurance shall be at the expense of the Client.

20. Unless otherwise requested by the Client in writing the Consultant shall make all reasonable efforts to insure on terms acceptable to the Client:
- (i) against loss or damage to the property of the Client supplied or paid for under Clause 6.
 - (ii) against liabilities arising out of the use of such property.
- The cost of such insurance shall be at the expense of the Client.

INSURANCE
OF CLIENT'S
PROPERTY

责任保险与保障

客户财产的保险

18.2 保障

只要适用法律允许，客户应保障咨询工程师(单位)免受由以下所有索赔包括第三方提出的由本协议引起或与之有关的此类索赔造成的不利影响：

- (i) 已根据第 19 条规定办理保险以外的索赔；
- (ii) 在第 17 条中提及的责任期限期满后提出的索赔。

18.3 除外责任

第 18.1 和18.2 款不适用于由下列情况引起的索赔：

- (i) 故意违约或粗心的不当行为；或
- (ii) 与履行协议书义务无关的事宜。

19. 客户可以书面要求咨询工程师(单位)：

- (i)对第 16.1 款规定的咨询工程师(单位)的责任投保；
- (ii) 在客户首次邀请其为服务提交建议书之日已投保的保险的基础上，根据第 16.1 款规定增加其保险额；
- (iii) 对公共或第三方责任投保；
- (iv) 在客户首次邀请其为服务提交建议书之日已投保的保险的基础上，增加公共或第三方责任保险额；
- (v) 投保其他险。

如果提出如上要求，咨询工程师(单位)应做出所有合理努力，以客户可接受的条件同保险人办理此类保险或增加保险额。

办理此类保险或增加保险额的费用应由客户负担。

20. 除非客户另有书面要求，咨询工程师(单位)应做出所有合理的努力，按客户可接受的条件办理以下保险：
- (i) 根据第 6 条规定，对客户已提供或已支付款项的财产的损失或损害；
 - (ii) 对由于使用此类财产引起的责任。
- 此类保险的费用应由客户负担。

COMMENCEMENT,
COMPLETION, ALTERATION AND
TERMINATION OF
THE AGREEMENT

AGREEMENT EFFECTIVE	21. The Agreement is effective from the date of receipt by the Consultant of the Client's Letter of Acceptance of the Consultant's proposal or of the latest signature necessary to complete the Formal Agreement, if any, whichever is the later.
COMMENCEMENT AND COMPLETION	22. The Services shall be commenced and completed at the times or within the periods stated in the Particular Conditions subject to extensions in accordance with the Agreement.
VARIATIONS	23. The Agreement can be varied on application by either party by written agreement of the parties.
FURTHER PROPOSALS	24. If requested by the Client in writing, the Consultant shall submit proposals for altering the Services. The preparation and submission of such proposals shall be an Additional Service.
DELAYS	25. If the services are impeded or delayed by the Client or his contractors so as to increase the amount or duration of the Services: (i) The Consultant shall inform the Client of the circumstances and probable effects. (ii) The increase shall be regarded as Additional Services. (iii) The time for completion of the Services shall be increased accordingly.
CHANGED CIRCUMSTANCES	26. If circumstances arise for which the Consultant is not responsible and which make it irresponsible or impossible for him to perform in whole or in part the Services in accordance with the Agreement he shall promptly dispatch a notice to the Client. In these circumstances if certain Services have to be suspended, the time for their completion shall be extended until the circumstances no longer apply plus a reasonable period not exceeding 42 days for resumption of them. If the speed of performing certain Services has to be reduced, the time for their completion shall be extended as may be made necessary by the circumstances.

协议书的开始、
完成、
变更与终止

协议书生效	21. 本协议书从咨询工程师(单位)收到客户对其建议书发出中标函，或签订正式协议书(如果有)所需的最后签字，两者中较晚的日期开始生效。
开始和完成	22. 服务必须在专用条件规定的时间或期限内开始和完成，可按照协议书的规定予以延期。
变更	23. 协议书可以由任一方提出申请，经双方书面同意后进行变更。
进一步的建议书	24. 如果客户书面提出要求，咨询工程师(单位)应提交变更服务的建议书。此类建议书的编写和提交应作为附加服务。
延误	25. 如果客户或其承包商阻碍或延误了服务，导致增加了服务的工作量或期限，则： (i) 咨询工程师(单位)应将此情况和可能的影响通知客户； (ii) 增加部分应视为附加服务； (iii) 服务的完成时间应相应延长。
情况改变	26. 如果出现咨询工程师(单位)不应负责的情况，使其不能负责或不能按照协议书规定履行全部或部分服务时，他应迅速向客户发出通知。 在此情况下如果某些服务不得不暂停，则其完成时间应予延长，直到情况不再影响，加上不超过 42 天的合理期限恢复服务。 如果某些服务不得不减缓履行速度，则其完成时间应根据情况需要予以延长。