

合同编号:

Contract No.:

罗斯贝尔金矿有限公司

Rosebel Gold Mines N.V.

罗斯贝尔金矿 Camp David 营地扩建工程施工合同

Construction Contract for the Camp David Dormitory Expansion Project of Rosebel Gold
Mines N.V.

发包人: 罗斯贝尔金矿有限公司

Employer: Rosebel Gold Mines N.V.

承包人:

Contractor:

签订日期:

Date of Signing:

签订地点:

Place of Signing:

第一部分 合同协议书**Part I Contract Agreement**

发包人：罗斯贝尔金矿有限公司

Employer: Rosebel Gold Mines N.V.

承包人：

Contractor:

鉴于发包人拟建设罗斯贝尔金矿 Camp David 营地扩建工程，并通过日期为 xxxx 年 xx 月 xx 日 的《中标通知书》接受了承包人就本工程（以本合同约定的中标标段为限）的施工、竣工及缺陷修复所提交的投标。双方确认，本合同受苏里南共和国法律管辖，并应遵守适用的强制性法律、法规以及矿区健康、安全、环境、劳工、税务和廉洁合规要求。双方遵循平等、自愿、公平和诚实信用原则，就本工程施工及有关事项协商一致，订立本合同。

Recital:

Whereas:

- the Employer intends to construct the Camp David Dormitory Expansion Project of Rosebel Gold Mines and, by the Letter of Acceptance dated MM /DD / YYYY, has accepted the Contractor's tender for the construction, completion and remedying of defects in the Works, limited to the awarded section stated in this Contract;

- the Parties agree that this Contract is governed by the laws of the Republic of Suriname and that all applicable mandatory laws, regulations and Employer's mine site requirements relating to inter alia health, safety, environment, labour, tax and integrity compliance shall apply.

In accordance with the principles of equality, voluntariness, fairness and good faith, the Parties agree as follows.

一、工程概况

I. Project Overview

1.1 工程名称：罗斯贝尔金矿 Camp David 营地扩建工程

1.1 Project Name: Camp David Dormitory Expansion Project of Rosebel Gold Mines N.V.

1.2 工程地点：罗斯贝尔金矿 RGM 矿区

1.2 Project Location: RGM Mine Area in district Brokopondo Suriname - Rosebel Gold Mines

1.3 工程范围及内容：

1.3 Scope and Content of the Works:

施工范围:

Scope of Works:

标段一: 业主扩建单层宿舍 4 栋 (含散水、台阶、明沟), 总建筑面积约 3,058.16 m²。

Section 1: Construction of 4 single storey Employer dormitory buildings (Including drainage, steps, and open channels, approximately 3,058.16 m²。

标段二: 承包商单层宿舍 4 栋 (含散水、台阶、明沟), 总建筑面积约 2,772.40 m²; 承包商食堂 1 栋 (含散水、台阶、明沟), 建筑面积约 716.14 m²; 室外配套工程。

此处“承包商营地”仅描述建筑使用功能, 不表示供给本合同承包人使用。

Section 2: 4 single storey dormitory buildings for the contractor camp (Including drainage, steps, and open channels), approximately 2,772.40 m²; a canteen (Including drainage, steps, and open channels), approximately 716.14 m²; External works.

“Contractor camp” describes the intended use of the buildings and does not indicate that the supply is for the use of the contractor under this contract.

各标段施工内容: 为经发包人提供或批准的施工图纸、技术规范、工程量清单、书面澄清、设计变更及书面变更指令所涵盖的全部工作, 包括但不限于:

Works content of each section: all works covered by the construction drawings, technical specifications, bill of quantities, written clarifications, design changes and written variation instructions provided or approved by the Employer, including but not limited to:

A. 土建工程: 平整场地、地基处理、基础工程、主体结构、装饰装修等。

A. Civil works: site leveling, foundation treatment, foundation works, main structure, decoration.

B. 安装工程: 给排水、暖通空调、电气、消防、防雷等。

B. Installation works: water supply/drainage, HVAC, electrical, fire protection, Lightning protection, etc.

C. 室外配套工程: 场地平整、混凝土道路、绿化、室外给水、雨水、污水及供电等。室外配套工程统一纳入标段二。

C. External works: Site leveling, concrete roads, landscaping, outdoor water supply, rainwater, sewage and power supply, etc..The External works have been uniformly included in the Section 2.

实际承包范围依据中标通知书、施工图纸、工程量清单、发包人通知等确定。

The actual scope of the contract is determined based on the winning bid notice, construction drawings, engineering quantity list, and the notices from the client.

室外配套工程与各栋主楼的分界说明:

1. 给水: 各栋主楼的给水包含给水立管 1 (JL-1) 以及接通室外热水器, 给水立管 1 和室外热水器之前的室外给水系统属于室外配套工程;

2. 排水：各栋主楼的排水管预留至外墙外侧 0.3 米，外墙外侧 0.3 米至排污井及之后的室外排水系统属于室外配套工程；主楼预留排水管须与室外配套工程核对管道标高。

3. 供电：各栋主楼的进线开关箱及之后的供电系统属于各主楼，室外配套工程的供电工程从发电机组接至各栋主楼的进线开关箱（含电缆预留和预埋管）。

4. 场地平整：各栋主楼的场地平整范围包括外墙外侧 2 米以内；剩余的属于室外配套工程。

5. 各标段施工产生的多余土方、建筑垃圾由各标段承包人自行清理外弃，此项费用已包含在投标报价中。

Boundary description for the outdoor supporting works and each main building:

1. Water supply: The water supply for each main building includes water supply riser 1 (JL-1) and connection to the outdoor water heater. The outdoor water supply system from the water supply riser 1 to the outdoor water heater and beyond belongs to the External works;

2. Drainage: The drainage pipes for each main building are reserved 0.3 meters outside the exterior wall. The drainage system from 0.3 meters outside the exterior wall to the septic tank and beyond belongs to the External works; The reserved drainage pipes for the main buildings must be verified with the External works regarding the pipeline elevation.

3. Power supply: The incoming switch boxes and subsequent power supply systems for each main building belong to the respective main buildings. The power supply project of the External works is connected from the generator set to the incoming switch boxes of each main building (including cable reservation and pre-buried pipes).

4. Site leveling: The site leveling range for each main building includes within 2 meters outside the exterior wall; The remaining part belongs to the External works.

5. Excess earthwork and construction waste generated during the construction of each segment shall be cleared and disposed of by the contractor of each segment. This cost has been included in the tender quotation

1.4 承包方式：施工总承包，承包人承担为完成清单工作内容所需的所有人工、施工机械、承包人提供的材料和设备、施工动员及撤离、临时设施的建立和维护、安装调试、保险、管理费、利润、风险及合同未提及但归属于承包人的一切责任、义务和费用。不含发包人提供的材料价格。

1.4 Contracting method: General construction contracting. The contractor shall assume all labor, construction machinery, materials and equipment provided by the contractor, construction mobilization and withdrawal, establishment and maintenance of temporary facilities, installation and commissioning, all insurance (including workers insurances), management fees, profits, risks, and all responsibilities, obligations and expenses belonging to the contractor and not mentioned in the contract. Excluding the material prices provided by the employer.

二、合同价格

II. Contract Price

合同价格：本合同为固定单价合同。

本合同暂定总价【____】美元，不含增值税，且发包人不另支付增值税。

最终合同结算总价等于已完成的合格工程量乘以相应合同单价后的汇总值。

Contract price: This contract is a fixed unit price contract.

The provisional total price of this contract is 【____】 USD, which is exclusive of VAT, and no VAT shall be separately payable by the Employer.

The final contract settlement total price is equal to the sum of the values obtained by multiplying the completed qualified engineering quantities by the corresponding contract unit prices.

暂定总价不构成固定总价或对清单工程量的保证，但不影响发包人按合同付款。普通市场、人工、汇率和采购成本波动不调整单价；变更、依法应处理的特殊情形及错误资料引起的调整应依通用第八条通知、举证并确认，不因资料存在错误而自动调价。承包人应合理核验资料、及时警示并减损。

The provisional total price does not constitute a fixed total price or a guarantee for the list of project quantities, but it does not affect the payment by the contractor as per the contract. Fluctuations in the general market, labor costs, exchange rates and procurement costs do not adjust the unit price; adjustments due to changes, special circumstances that should be handled according to law, and incorrect data should be notified, verified and confirmed in accordance with General Article 8, and should not be automatically adjusted due to the presence of incorrect data. The contractor should reasonably verify the data, promptly alert and mitigate the impact.

三、本合同以中英文签署，一式四份，双方各执两份，各签署正本具有同等法律效力。中英文文本不一致时，以【中文】文本为准；该约定不改变苏里南强制法律及法院或仲裁程序的语言要求。

III. This Contract is executed in Chinese and English in four originals, two for each Party, all signed originals having equal legal effect. If the texts are inconsistent, the [Chinese] text prevails, without altering mandatory Surinamese law or the language requirements of court or arbitral proceedings.

（以下无正文）

(No further text below)

发包人（盖章）：罗斯贝尔金矿有限公司

Employer (Seal): Rosebel Gold Mines N.V.

法定代表人或授权代表（签字）：

Legal representative or authorized representative (Signature):

日期：

Date:

联系电话：

Contact Number:

承包人（盖章）：

Contractor (Seal):

法定代表人或授权代表（签字）：

Legal representative or authorized representative (Signature):

日期：

Date:

联系电话：

Contact Number:

Rosebel Gold Mines N.V.

第二部分 通用合同条款

Part II General Conditions of Contract

第一条 定义与解释

Article 1 Definitions and Interpretation

1.1 本合同中的术语，除上下文另有要求或专用合同条款另有约定外，具有以下含义：

1.1 Unless the context otherwise requires or the Particular Conditions provide otherwise, the following terms have the meanings set out below:

(1) “业主”或“发包人”：指罗斯贝尔金矿有限公司。

(1) "Employer" or "Tendering Party": refers to Rosebel Gold Mines N.V.

(2) “承包人”或“中标人”：指通过招标程序被选中并与业主签订本合同，负责执行工程工作的法人实体。

(2) "Contractor" or "Successful Bidder": refers to the legal entity selected through the tendering procedure and signing this Contract with the Employer to execute the Works.

(3) “工程”：指罗斯贝尔金矿 Camp David 营地扩建工程，具体内容详见“合同协议书”及招标文件。

(3) "Works": refers to the Camp David Dormitory Expansion Project of Rosebel Gold Mines, as detailed in the Contract Agreement and the tender documents.

(4) “合同价格”：包括协议书列明的签约暂定价格及按合同计量、变更和结算机制确定的应付价款；凡计算违约金、担保或保险的基数，以各具体条款为准，不以尚未确定的最终结算价替代。

(4) "Contract Price" includes the tentative price at signing and the amount determined under the measurement, variation and settlement provisions. The bases for damages, security and insurance are specified in their respective clauses and are not replaced by an undetermined final settlement amount.

(5) “开工日期”：指发包人在开工条件满足后签发的开工令载明的实际开工日。因承包人未完成自身开工准备而延误的，不当然顺延工期。

(5) "Commencement Date" means the actual start date in the Employer's commencement order issued after the commencement conditions are met. Delay in the Contractor's own preparations does not automatically extend time.

(6) “竣工日期”：指工程达到通用第六条约定的竣工条件、在验收记录中确认的实际完成日期，与专用第四条的计划或应竣工日期区分。竣工不以缺陷责任期届满或全部保修义务履行完毕为前提。

(6) "Completion Date" means the actual date when the Works satisfy General Conditions Article 6, as recorded on acceptance, distinct from the planned or due completion date in Particular Conditions Article 4. Completion does not require expiry of the defects period or discharge of all warranty duties.

(7) “缺陷责任期”：为自工程实际验收交付之日起 365 个日历日；分段验收的，按书面分段移交记录确定。该期限是合同修复及保证金安排，不替代法定索赔、通知和时效规则，也不免除承包人依法不得排除的责任。

(7) "Defect Liability Period" means a period of 365 calendar days commencing from the date of actual acceptance and delivery of the Works; where the Works are accepted in sections, such period shall be determined in accordance with the written sectional handover records. This period constitutes a contractual arrangement for rectification and retention (guarantee) purposes, and shall neither replace the statutory rules on claims, notices and limitation periods, nor exempt the Contractor from liabilities that may not be excluded by law.

(8) “变更”：指经发包人有权代表书面指示并按本合同确认价款或工期影响的工程范围、数量、技术要求、施工顺序或方法的变化。

(8) 'Variation' means a change to the scope, quantities, technical requirements, sequence or method of the Works instructed in writing by an authorised representative of the Employer and with its price or time effect dealt with under this Contract.

1.2 合同文件按下列顺序解释。

1.2 The contract documents shall be interpreted in the following order.

(1) 合同协议书；

(1) Contract Agreement;

(2) 中标通知书；

(2) Letter of Acceptance ;

(3) 专用合同条款；

(3) Particular Conditions;

(4) 通用合同条款（包括罗斯贝尔现场工程条款与条件，附件 1）

(4) General Conditions (Include Rosebel's terms and conditions on works on site,appendix1) ;

(5) 经签署确认的施工图纸；

(5) The signed and confirmed construction drawings;

(6) 已标价工程量清单；

(6) Billed Quantity List;

(7) 投标文件及经接受的澄清文件；

(7) Bid documents and the accepted clarification documents;

(8) 招标文件;

(8) Bidding Document;

(9) 其他文件 (如有)

(9) Other documents (if any).

第二条 合同标的与范围

Article 2 Subject Matter and Scope of Contract

2.1 承包人应根据合同文件的规定, 完成合同条款中约定的全部工作, 并承担所有责任和义务。

2.1 The Contractor shall, in accordance with the Contract documents, complete all works agreed in the Particular Conditions and assume all corresponding responsibilities and obligations.

2.2 承包人的工作范围、技术标准、质量要求等, 均以招标文件、投标文件及合同中的规定为准。

2.2 The scope of works, technical standards and quality requirements shall be subject to the tender documents, the tender, Employer's Terms and Conditions for Works and the Contract.

第三条 发包人义务

Article 3 Obligations of the Employer

3.1 发包人应按批准进度及时提供其合法控制的施工场地、施工图纸、基准资料及甲供材料设备; 负责依法应由项目业主、土地权利人或设施运营人办理的项目、土地、环保及使用审批。双方协作提供申请资料, 任何内部责任分配均不免除对主管机关或第三人的法定义务。

3.1 The Employer shall provide, in a timely manner and in accordance with the approved schedule, the Site, construction drawings, benchmark (reference) data and Employer-supplied materials and equipment over which it has lawful control; and shall be responsible for the project, land, environmental and usage approvals which, in accordance with law, are to be obtained by the project owner, the land right holder or the facility operator. The Parties shall cooperate in providing the application documents, and any internal allocation of responsibilities shall not relieve either Party of its statutory obligations towards the competent authorities or third parties.

3.2 按照合同约定的付款条件、审核程序及适用法律, 及时支付无争议的应付款项。

3.2 Pay undisputed amounts in accordance with the payment conditions, review procedures and applicable law.

3.3 指定现场代表负责日常联络、协调、检查和接收文件。现场代表无权单独批准合同价款、工期、范围或重大责任的变更, 除非取得发包人书面授权。

3.3 Designate a site representative for daily liaison, coordination, inspection and receipt of documents. The site representative shall have no authority to approve changes to the Contract Price, time, scope or material liabilities unless expressly authorised in writing by the Employer.

3.4 发包人的检查、审核、付款不当然免除承包人的质量和履约责任；验收、使用、交付及发现缺陷后的责任和通知，应按通用第六条及适用法律处理，不得仅以本条否认法定验收后果。

3.4 Inspection, review or payment does not by itself relieve the Contractor of quality or performance liability. Acceptance, use, handover, defects and related notices are governed by General Conditions Article 6 and applicable law; this clause does not negate statutory acceptance consequences.

3.5 发包人供应材料设备：发包人采购提供集装箱式静音发电机组、低压预制舱、分体式空调、热水器。其运输、保管等事宜根据实际情况补充约定。

3.5 Employer supplied items: The Employer shall procure Containerized silent generator sets, low-voltage prefabricated compartments, split-type air conditioners, water heaters. Matters related to transportation and storage, etc. shall be supplemented and agreed upon based on actual circumstances.

第四条 承包人义务

Article 4 Obligations of the Contractor

4.1 按照合同规定的时间、质量、安全、环境、劳工、税务和技术标准完成全部工作，并遵守苏里南共和国适用法律、矿区制度及发包人已向其提供的 HSE 和合规要求。

4.1 The Contractor shall complete all Works within the required time and in accordance with the quality, safety, environmental, labour, tax and technical requirements of the Contract, applicable laws of the Republic of Suriname, mine site rules and the HSE and compliance requirements provided by the Employer.

4.2 承包人对其工作人员、代理人及供应商在本项目中的行为承担合同责任，支付其应付工资、税费及保险，保证人员依法具备所需资格。任何第三方参与不构成对分包禁令的豁免，发包人检查或知悉不等于同意分包。

4.2 The Contractor is contractually responsible for its personnel, agents and suppliers on this project. The Contractor shall pay wages, taxes and medical insurance (including Surinaamse Ongevallen regeling) due from it, and shall ensure legally required qualifications. The involvement of any third party does not waive the prohibition on subcontracting, and inspection, awareness or silence by the Employer does not constitute approval of subcontracting.

4.3 承包人应取得并持续维持依法由其办理的企业登记、施工经营、用工、外籍人员工作及居留、运输、进口和税务手续，并提交有效证明。

4.3 continuously maintain all registrations, licences, permits and formalities legally assigned to it, including those relating to business registration, construction operations,

employment, foreign-worker employment and residence, transport, importation and taxation, and shall provide current evidence of compliance upon request.

4.4 承担施工现场的保护、清洁、保安、交通组织、废弃物处置、环境保护和污染防治责任，并对因其原因造成的人员伤亡、财产损失、环境损害及第三方索赔负责。

4.4 Be responsible for protection, housekeeping, security, traffic management, waste disposal, environmental protection and pollution prevention at the site, and for death, injury, property loss, environmental damage and third party claims to the extent caused by the act, omission, negligence or breach of the Contractor or persons for whom it is contractually responsible.

4.5 按约定提交完整的竣工图纸、检验和测试记录、设备资料、操作维护手册、培训记录、保修文件及其他竣工资料，并在移交前完成现场清理。

4.5 Submit complete as built drawings, inspection and testing records, equipment documents, operation and maintenance manuals, training records, warranty documents and other completion documents, and clear the site before handover.

4.6 双方及其参与本合同谈判、施工、验收和结算的人员不得行贿、受贿、提供回扣、利益输送、伪造记录或实施其他违法行为。承包人应向其人员和供应商传达适用的书面廉洁制度，保存真实账册并配合与本项目有关的合理审计。调查与资料提供应遵守适用法律及保密义务。双方及其各自的代表、员工、顾问及其他授权人员之间，就本次招标、投标程序及本项目所交换的一切信息，均应视为保密信息，除法律要求或为招标及本项目目的所必需外，不得向任何第三方披露。

4.6 Both Parties and their personnel involved in negotiation, performance, acceptance or settlement shall not bribe, receive bribes, offer kickbacks, confer improper benefits, falsify records or otherwise breach applicable law. The Contractor shall communicate applicable written integrity policies to its personnel and suppliers, keep accurate records and cooperate with reasonable project related audits subject to applicable law and confidentiality.

All information exchanged between the Parties and their respective representatives, employees, consultants and other authorized persons in connection with this tender, bidding process and the Project shall be treated as confidential and shall not be disclosed to any third party except as required by law or as necessary for the purposes of the tender and the Project.

4.7 当地材料及替代产品：优先选用苏里南当地可采购且满足技术要求的现货。指定品牌不排除经确认的同等或更优当地产品；承包人应提前 15 天提交品牌、型号、厂家、性能参数、认证、兼容性、保修、价格和到货周期对比，经发包人书面批准后采购使用。批准替代不自动增加价款或顺延工期，调整须另行办理变更；不符合强制标准的材料不得以批准替代为由使用。

4.7 Local materials and substitutes: Give priority to compliant stock available in Suriname. Named brands do not exclude approved local products of equal or better performance. The Contractor shall submit, 15 days in advance, a comparison of the brand, model, manufacturer,

performance parameters, certifications, compatibility, warranty, price and delivery lead time , and may only procure and use such materials after obtaining the Employer's written approval. The approval of the substitution shall not automatically result in an increase in the contract price or an extension of the time for completion; any adjustment shall be dealt with separately through the variation procedure. Materials that do not comply with mandatory standards shall not be used on the grounds of the approved substitution.

第五条 工期与进度

Article 5 Duration and Schedule

5.1 承包人应在约定的期限内完成中标标段。实际开工、竣工条件及验收日期依本合同分别确定；发包人组织验收的纯行政迟延，不计为承包人施工迟延。因承包人未达到竣工条件而返工的时间，依法依约计入其延误。

5.1 The Contractor shall complete the tendered section within the agreed time limit. The actual commencement, the conditions for completion and the acceptance date shall be determined separately in accordance with this Contract; purely administrative delay by the Employer in organizing the acceptance shall not be counted as delay of the Contractor's works. Where rework is required due to the Contractor's failure to meet the conditions for completion, the time spent thereon shall be counted into the Contractor's delay in accordance with law and this Contract..

5.2 承包人应在开工令发出后 7 个日历日内提交经细化的施工组织设计、资源计划和进度计划，说明关键路径、采购周期、检验节点和赶工措施，经发包人批准后执行。发包人的批准不减轻承包人的工期责任。

5.2 Within 7 calendar days after the commencement order, the Contractor shall submit a detailed method statement, resource plan and schedule identifying the critical path, procurement lead times, inspection points and recovery measures. The Contractor shall implement the plan after the Employer's approval, which shall not relieve the Contractor of its responsibility for time.

5.3 如施工场地移交、图纸提供或甲供材料供应发生不可归责于承包人的延迟，或者经批准的工程变更、不可归责于承包人的不可抗力事件或合同认可的异常现场条件影响关键路径的，承包人应在知悉后 7 个日历日内通知，14 个日历日内提交证明、减损措施及工期费用影响；持续事件应定期更新。发包人应在收到完整资料后 14 个日历日内书面答复并说明理由。迟延通知不自动使全部权利失效，但承包人承担由此增加且可证

明的损失及举证不利后果。顺延与费用补偿分别核定，普通雨天及可合理预见的采购迟延由承包人承担。

5.3 Where delays in providing access to the Site, drawings or Employer-supplied materials that are not attributable to the Contractor, approved variations, force majeure not attributable to the Contractor, or exceptional site conditions recognised under the Contract affect the critical path, the Contractor shall notify within 7 calendar days of awareness and provide evidence, mitigation and time and cost effects within 14 calendar days, with updates for continuing events. The Employer shall give a reasoned written response within 14 calendar days of complete particulars. Late notice does not automatically extinguish all rights, but the Contractor bears proven additional loss caused by late notice and evidential consequences. Time and money are assessed separately. Ordinary rain and reasonably foreseeable procurement delay remain Contractor risks.

第六条 质量保证与验收

Article 6 Quality Assurance and Acceptance

6.1 材料、设备和施工须符合强制法律、合同明确标准及经批准图纸。审批、签收或替代确认均不得授权使用违反强制标准材料；其他技术偏离仅可通过明确说明偏离内容及价款工期影响的书面变更处理。

6.1 Materials, equipment and workmanship shall comply with mandatory law, specified standards and approved drawings. Approval, receipt or substitution cannot authorise breach of mandatory standards. Other technical departures require a written variation identifying the departure and its price and time consequences.

6.2 工程完工、必要测试调试完成、安全及基本使用功能符合要求，且已提交竣工图、测试报告、操作维护及法定使用文件后，承包人可申请验收。不得以不影响安全和使用的轻微尾项任意延迟整体验收，应列入尾项表约定期限；不具备合法安全使用条件的，不予交付使用。

6.2 Acceptance may be requested when construction and required testing and commissioning are complete, safe intended use is available, and as built drawings, test reports, operation documents and legally required use documents have been submitted. Minor outstanding items which do not affect safety or use shall be listed with completion dates rather

than arbitrarily delaying overall acceptance. Works unsuitable for lawful and safe use shall not be handed over for use.

6.3 发包人应在收到验收申请后 14 个日历日内检查并书面接受、有保留接受或列明缺陷拒绝；资料缺失应及时具体指出，不得无限期搁置。双方在记录中分别注明达到竣工条件的日期、验收交付日期和保留缺陷。发包人未在合理期限内履行上述手续的，依法处理可能发生的默示验收；不得仅以尚无签字证书否认其后果。

6.3 Within 14 calendar days of an acceptance request, the Employer shall inspect and accept, accept with reservations, or reject in writing identifying defects. Missing documents shall be specified promptly, without indefinite deferral. Records shall distinguish the date of completion readiness, acceptance and handover, and reserved defects. Failure to act within a reasonable period may result in deemed acceptance under applicable law; absence of a signed certificate alone does not exclude those consequences. Any missing documents shall be identified promptly and specifically.

6.4 承包人应承担因其自身原因导致的材料、施工或调试缺陷产生的修复。一般缺陷应于收到通知后 7 个日历日内开始并在合理商定期限内完成；紧急缺陷应在 24 小时内采取保护措施。未按期处理且催告后仍不补救的，或紧急情况下无法等待的，发包人可委托第三方修复并追偿合理费用。正常使用损耗及仅由发包人原因造成的损坏不由承包人承担。缺陷期届满不消灭依法仍存续的责任，发包人应及时通知并依法维护请求权。

6.4 The Contractor shall be liable for the rectification of defects in materials, works or commissioning caused by its own reasons. General defects shall be commenced within 7 calendar days after receipt of the notice and completed within a reasonably agreed period; for emergency defects, protective measures shall be taken within 24 hours. Where the Contractor fails to rectify within the prescribed time and still fails to remedy the defects after being demanded, or where the urgency of the situation does not permit waiting, the Employer may engage a third party to carry out the rectification and recover the reasonable costs incurred. Normal wear and tear arising from use, and damage caused solely by the Employer, shall not be borne by the Contractor. The expiry of the Defect Liability Period shall not extinguish liabilities that continue to subsist under law; the Employer shall give timely notice and preserve its claim rights in accordance with law.

6.5 书面分段移交应列明范围、日期、风险及照管交接、未完事项和相应保证金。交付后发包人承担其使用和控制产生的风险，承包人仍对其缺陷和返修施工负责。双方特别约定：交付时可合理发现的缺陷如已经记录保留，或属于承包人违反明确合同质量要求的，经检查或交付不当然免除修复责任；该约定不免除发包人及时通知和依法主张权利的义务。

6.5 Sectional handover shall record scope, date, transfer of risk and care, outstanding work and retention. After handover the Employer bears risks from its use and control, while the Contractor remains liable for its defects and remedial work. The Parties expressly agree that inspection or handover does not by itself release rectification of reasonably discoverable defects which are recorded with reservations or breach an express contractual quality requirement. The Employer must still notify promptly and pursue claims as required by law.

第七条 合同价款与支付

Article 7 Contract Price and Payment

7.1 合同价格采用固定单价。除合同约定的变更、依法强制调整的税费或其他明确约定的调整外，合同单价不因一般市场价格、人工、汇率或采购成本波动而调整。

7.1 The contract price is based on a fixed unit price. Except for variations, tax adjustments required by mandatory law or other adjustments expressly stated in the Contract, the unit rates shall not be adjusted for ordinary fluctuations in market prices, labour, exchange rates or procurement costs.

7.2 付款按专用第七条执行。发包人扣除已到期的违约金、赔偿、代付款或其他应收款时，应书面说明依据、计算及证据，并依适用法律行使抵销。仅就有具体理由的争议部分暂缓处理，不得因此停付其余到期款；收到担保或保险赔款后，应冲抵对应债权，防止重复受偿。

7.2 Payments follow Particular Conditions Article 7. For deductions of due damages, compensation, payments on behalf or other receivables, the Employer shall give written grounds, calculations and evidence and exercise set off in accordance with applicable law. Only specifically disputed amounts may be withheld; other due amounts remain payable. Security or insurance recoveries shall be credited against the corresponding claim to prevent double recovery.

7.3 付款资料包括当期工程量记录、质量验收记录、报告和合格发票等。发包人应在收件后 5 个工作日内具体列明必要补充资料，在资料完整后 10 个工作日内完成工程量审核或说明争议。审核期限包含在专用第五条付款期限内，不得反复要求无关资料重启全部付款时钟；有争议部分不影响无争议部分的审核和支付。

7.3 Payment submissions shall include current measurement records, quality records, reports and a valid invoice. Within 5 working days of receipt, the Employer shall identify necessary missing information and, within 10 working days of completeness, verify quantities or identify disputes. Review is included within the payment period in Particular Conditions Article 5. Repeated requests for unrelated information shall not restart the entire payment period; disputed items do not delay undisputed review and payment.

第八条 变更与调整

Article 8 Variations and Adjustments

8.1 发包人有权在合同范围内以书面方式指示增加、减少、删除或改变工程量、施工顺序、技术要求或工作方法，但不得要求承包人实施违法或明显不安全的工作。

8.1 The Employer may by written instruction increase, decrease, omit or change quantities, sequence, technical requirements or methods within the scope of the Contract, but shall not require the Contractor to perform unlawful or manifestly unsafe work.

8.2 变更由有权代表书面签发。承包人在实施前应及时说明增加价款的必要性及工期影响，并于收到指令后 7 个日历日内提交明细；发包人应在资料完整后 14 个日历日内答复。价格暂未议定而需先行施工的，有权代表可书面指示并列明暂计价方法、费用控制及记录要求；承包人依该指令施工的，不因最终定价未签署而当然丧失计量付款权。

8.2 An authorised representative shall issue variations in writing. Before execution the Contractor shall give timely warning in writing of any necessary price increase and time effect, with particulars within 7 calendar days of instruction. The Employer shall respond within 14 calendar days of complete particulars. Where work must proceed before final pricing, an authorised written instruction shall specify provisional valuation, cost control and records. Compliance with that instruction does not forfeit measured payment merely because final pricing is unsigned.

8.3 双方应书面确认变更数量、单价及工期。擅自增加且未经授权、追认或依法应支付的工作，不予计价；现场签字仅在签字人的授权范围内发生效力。对已合法指示、依法应计价但金额有争议的工作，按专用第六条计价并保留同期记录，先支付无争议部分，其余按争议程序解决。迟报后果参照第 5.3 条；不得排除适用法律保护的请求权。

8.3 Quantities, rates and time shall be recorded in writing. Unilateral additions are not payable unless authorised, ratified or legally payable. Site signatures bind only within the signatory's authority. Work validly instructed or legally payable but disputed in value shall be valued under Particular Conditions Article 6 with contemporary records; undisputed amounts are paid and the remainder follows dispute resolution. Late notice follows 5.3 without excluding legally protected rights.

第九条 违约责任

Article 9 Liability for Breach of Contract

9.1 因承包人原因导致的工期延误违约，按专用条款约定执行。

9.1 Delay attributable to the Contractor shall be governed by the Particular Conditions.

9.2 发包人未按合同约定支付工程款的违约，按专用条款约定执行。

9.2 The Employer's failure to pay the contract price as agreed shall be governed by the Particular Conditions.

9.3 若工程或材料存在缺陷、不符合合同或安全要求，发包人有权要求修复、更换、返工、降低价款或暂停使用，并可在承包人未在合理期限内整改时自行或委托第三方处理，相关合理费用由承包人承担；严重或持续违约的，发包人可依本合同解除合同。

9.3 If the Works or materials are defective or fail to comply with the Contract or safety requirements, the Employer may require repair, replacement, rework, a price reduction or suspension of use. If the Contractor fails to rectify within a reasonable period, the Employer may carry out or engage a third party to carry out the work and recover the reasonable cost from the Contractor. In the case of a serious or continuing breach, the Employer may terminate under this Contract.

第十条 保险

Article 10 Insurance

10.1 承包人应自费购买并持续维持与工程风险相适应的保险，并在开工前向发包人提交保单、保险凭证和续保凭证。险种和最低保额在专用合同条款中规定；保险不足不减轻承包人的合同责任。

10.1 The Contractor shall at its own cost purchase and maintain insurance appropriate to the risks of the Works and shall provide policies, certificates and renewals to the Employer before commencement. The types and minimum amounts are stated in the Particular Conditions. Insufficient insurance shall not limit or relieve the Contractor of its contractual liabilities.

第十一条 不可抗力

Article 11 Force Majeure

11.1 不可抗力指超出受影响方合理控制、且依法依规不可归责于该方并实际阻碍履行的事件。受影响方应在知悉后 7 个日历日内书面通知，并尽快提交影响、持续期间及证明。通常雨季、一般市场缺货、成本上涨或自身资金不足本身不构成不可抗力。

11.1 Force majeure means an event beyond reasonable control, not attributable to the affected Party under law or the Contract, which actually prevents performance. Written notice is due within 7 calendar days of awareness, followed promptly by evidence of effect and duration. Ordinary seasonal rain, normal shortages, cost increases or lack of funds do not by themselves constitute force majeure.

11.2 受不可抗力影响的一方仅在该事件直接导致不能履行或延误的范围内免除相应责任，并应采取合理措施防止、减少损失并尽快恢复履行。承包人不得就其可通过合理采购、替代资源或现场管理避免的风险主张不可抗力。

11.2 The affected Party shall be relieved only to the extent that the event directly prevents or delays performance and shall take reasonable steps to prevent or mitigate loss and resume performance as soon as possible. The Contractor shall not claim force majeure for risks that could reasonably have been avoided through procurement, alternative resources or site management.

11.3 不可抗力持续或累计超过【60】个日历日并实质阻碍合同履行的，任何一方可提前 7 个日历日书面通知终止受影响部分。双方应计量已完成工程，处理已合理订购且不能退回的材料及合理撤场费用，扣除已付款和已实际获得的相应补偿；不得重复计算。风险损失按事件原因、保险及适用法律分担，不得机械适用承包人违约赔偿。

11.3 If force majeure continues or accumulates for more than sixty [60] calendar days and materially prevents performance, either Party may terminate the affected part on 7 calendar days' written notice. The Parties shall measure completed work and address reasonably ordered non returnable materials and reasonable demobilisation, crediting payments and corresponding compensation actually received without duplication. Risk and loss follow causation, insurance and applicable law, not automatic Contractor breach damages. No item shall be recovered more than once.

第十二条 争议解决

Article 12 Dispute Resolution

12.1 双方应首先通过授权代表进行友好协商，并在争议发生后及时交换相关资料。协商不影响任何一方申请紧急保全或临时措施的权利。

12.1 The Parties shall first attempt to resolve a dispute through their authorised representatives and shall exchange relevant information promptly after the dispute arises. Negotiation shall not prevent either Party from seeking urgent protective or interim measures.

12.2 协商未解决的争议，统一适用专用合同条款第十二条的仲裁约定。

12.2 Disputes not settled by negotiation shall be governed exclusively by the arbitration agreement in Particular Conditions Article 12.

第十三条 合同生效、终止与转让

Article 13 Effectiveness, Termination and Assignment of Contract

13.1 双方有权代表签字后本合同生效，公司印章在适用时加盖。实质开工应同时满足合同有效签署、相关许可、保险、现场移交及 HSE 开工要求，并取得开工令。中标通知、进场准备或开工令均不当然替代尚未签署的完整责任安排；确需先开展限定工作，应另行签署经批准的书面先期工作协议，明确范围、价格上限、工期、安全、保险及争议处理。

13.1 This Contract takes effect on signature by authorised representatives, with seals where applicable. Substantive commencement requires an effective signed contract, relevant permits, insurance, site handover, HSE readiness and a commencement order. An award notice,

preparation or commencement order does not by itself replace complete unsigned risk arrangements. Any necessary limited early work requires an approved written early works agreement defining scope, price ceiling, time, safety, insurance and dispute resolution.

13.2 本项目不允许分包，承包人不得转包、挂靠或将承包工程交由其他主体独立组织实施；未经发包人书面同意不得转让合同权利义务。普通材料采购、设备租赁不当然属于工程分包，但不得借此规避分包禁令。项目经理、现场代表或工程师无权以现场审批放宽该禁令。

13.2 Subcontracting is prohibited. The Contractor shall not transfer execution, use another entity's qualification or entrust independent performance of the Works to another entity. Contractual rights and duties may not be assigned without written Employer consent. Ordinary supply purchases or equipment hire are not by themselves works subcontracts but may not be used to evade this prohibition. No project manager, site representative or engineer may relax it through site approval.

13.3 一方存在足以支持解除的实质违约，守约方应书面列明违约并给予不少于 7 个日历日的合理补救期限；期限内未补救的，可依法书面解除相应部分或全部合同。履行客观不能、明确拒绝履行、依法无需催告等情形，按适用法律处理。严重安全风险可立即停工保护，但停工不自动等于解除。仅有预测延误不足以当然解除，应先要求可执行的恢复计划；法律要求司法或仲裁程序的，依其程序处理。

13.3 For material breach justifying termination, the non defaulting Party shall identify the breach in writing and allow a reasonable cure period of at least 7 calendar days. Failure to cure permits lawful written termination of the affected part or the whole. Impossibility, clear refusal or cases dispensing with notice follow applicable law. Serious safety risk permits immediate protective suspension, which is distinct from termination. Forecast delay alone does not automatically justify termination; an achievable recovery plan shall first be required. Any legally required judicial or arbitral procedure shall be followed.

13.4 发包人因非承包人违约原因取消全部或部分工程的，可书面通知终止。除双方另有有效协商、明确约定的结算安排外，终止价款以适用法律规定的“相应工程价款扣除终止所产生的承包人成本节省”为基础计算，并扣除已付款；固定单价合同应据终止范围、约定单价及合理证据确定相应工程价款。材料、撤场和利润等不得重复计入，不能仅因工程未实施即当然全部排除预期利润，也不得对已完工程价款重复扣减未施工成本。

13.4 The Employer may terminate all or part of the Works for reasons unrelated to Contractor breach by written notice. Unless the Parties validly negotiate and expressly agree another settlement, payment shall follow applicable law on the relevant work price less Contractor savings caused by termination, with credit for amounts paid. Under this unit rate contract, the relevant price shall be established from the terminated scope, agreed rates and reasonable evidence. Materials, demobilisation and profit shall not be counted twice.

Anticipated profit is not automatically excluded merely because work was unperformed, and unperformed costs shall not be deducted again from the value of completed work.

13.5 终止时应共同盘点并计量工程，区分发包人所有、已付款购买及承包人自有或第三人所有的材料设备，按权属和约定交接；不得无偿没收承包人自有机械。承包人应移交项目图纸、记录及依法可移交的许可资料。因承包人违约另行发包的，发包人可请求赔偿完成剩余工程实际发生的合理费用超过原合同该剩余工程未付价款的差额，以及另行证明的其他可赔损失，并履行减损义务。节省费用及已获对应补偿仅在尚未计入上述计算时扣除，不得重复扣减。

13.5 On termination the Parties shall inventory and measure the Works and distinguish Employer owned or paid for items from Contractor or third party property, with handover according to title and agreement. Contractor plant shall not be confiscated without compensation. Project drawings, records and legally transferable permit documents shall be handed over. Following Contractor breach, the Employer may recover reasonable actual costs of completing the remaining Works to the extent they exceed the unpaid original price for those Works, plus separately proven other recoverable loss, subject to mitigation. Savings and corresponding compensation are credited only if not already included in that calculation, without double deduction.

13.6 发包人实质逾期付款或未提供约定开工条件，承包人书面催告后 14 个日历日仍未补救的，承包人可依法合理暂停受影响工作，并持续履行现场保护及减损义务；持续严重违约的，可依第 13.3 条及适用法律请求解除。争议部分不当然赋予停工权，承包人应先说明受影响范围。

13.6 If the Employer materially defaults in payment or agreed commencement conditions and fails to cure within 14 calendar days after written demand, the Contractor may lawfully and reasonably suspend affected work while protecting the site and mitigating loss. Continuing serious breach may justify termination under 13.3 and applicable law. A disputed amount alone does not automatically justify suspension; the affected scope must be identified.

第三部分 专用合同条款

Part III Particular Conditions of Contract

第三条 发包人义务

Article 3 Obligations of the Employer

3.1 发包人指定代表：姓名：【 】，职务：【 】，联系方式：【 】。发包人应书面告知承包人代表的授权范围。

3.1 Employer's designated representative: Name: 【 】, Position: 【 】, Contact: 【 】. The Employer shall notify the Contractor in writing of the representative's authority.

第四条 承包人义务

Article 4 Obligations of the Contractor

4.1 指定项目经理: 姓名: 【 】, 职务: 【 】, 联系方式: 【 】。未经发包人书面同意不得更换; 替代人员须具有不低于原人员的资格和经验。

4.1 Designated project manager: Name: 【 】, Position: [to be completed] 【 】, Contact: [to be completed] 【 】. The project manager shall not be replaced without the Employer's written consent, and any replacement shall have qualifications and experience no lower than the original.

第五条 工期

Article 5 Duration

5.1 计划开工日期: 标段一:2026 年 11 月 1 日; 标段二:2026 年 11 月 1 日。实际以满足通用 13.1 开工条件后签发的开工令为准。因发包人原因推迟的, 按通用 5.3 确认工期和相关费用影响; 承包人自身未准备就绪不当然推迟工期起算。提前准备的内容和费用按合同或书面先期工作协议执行。

5.1 Planned commencement: Section 1 :1 November 2026; Section 2 :1 November 2026. subject to a commencement order after General Conditions 13.1 readiness. Employer caused postponement is assessed for time and cost under General Conditions 5.3. Contractor unreadiness does not automatically defer the time period. Advance preparation and its cost follow the Contract or a written early works agreement.

5.2 计划竣工日期: 标段一:2027 年 2 月 28 日; 标段二:2027 年 3 月 31 日。开工令应明确实际开工日、按第 5.3 条计算的应竣工日及同步调整的节点; 日期和总工期不一致时, 以经确认的总日历天数和计日规则为准。

5.2 Planned completion: Section 1 :February 28, 2027; Section 2 :March 31, 2027. The order shall state actual commencement, the due date calculated under 5.3 and adjusted milestones. If dates and duration conflict, the confirmed calendar duration and counting rule prevail..

5.3 总工期：标段一【120】个日历日；标段二【151】个日历日，包括通常雨天和节假日。工期自开工日次日起计算，计入到期当日。经批准的工期顺延及异常事件救济按通用合同条款 5.3 执行。

5.3 Duration: Section 1 [120] calendar days; Section 2 [151] calendar days. including ordinary rain and holidays. The period excludes the commencement day and includes the due day. Approved extensions and relief for exceptional events follow General Conditions 5.3.

5.4 关键节点：标段一：须于 2026 年 12 月 31 日前完成 2 栋宿舍楼施工；标段二：须于 2026 年 11 月 30 日前完成食堂施工、12 月 31 日前完成 1 栋宿舍楼施工，且同步完成两个标段已完工主楼的配套室外工程施工。不得将承包人自身迟延当作自动推后节点的理由。

5.4 Planned milestones: Section 1: The construction of the 2 dormitory buildings must be completed on or before December 31, 2026; Section 2: The canteen construction shall be completed by November 30, 2026, and the construction of one dormitory building shall be completed by December 31, 2026. In addition, the External works for the completed main buildings of both contract sections shall be completed simultaneously. Contractor delay does not automatically postpone milestones.

第七条 合同价款支付

Article 7 Contract Price and Payment

7.1 无预付款

7.1 No advance payment

7.2 进度款按月申报，累计应支付额为累计核定合格工程价款的【80%】；本期应付为该累计额减已付进度款及依法依约应扣款。发包人自收到本期完整付款资料及合格发票之日起 30 个工作日内支付，审核包含在该期限内；资料和争议处理按通用 7.3 执行。

7.2 Monthly progress payments bring cumulative payments to [80%] of cumulatively certified compliant work. The current payment is that amount less previous progress payments and lawful contractual deductions. Payment is due within 30 working days of complete current documents and a valid invoice, including review time. Documents and disputes follow General Conditions 7.3.

7.3 承包人应在验收交付后 30 个日历日内提交完整结算申请；发包人应在收齐后 60 个日历日内审核，书面说明核定金额或争议。双方确认结算、承包人提交合格发票和

对应竣工资料后 30 个日历日内, 累计支付至确认结算金额的【97%】; 仅有部分争议的, 应对已核定无争议部分先行结算付款, 不以全部争议解决为付款前提。

7.3 The Contractor shall submit complete final accounts within 30 calendar days of acceptance and handover. The Employer shall review within 60 calendar days of completeness, identifying certified amounts or disputes. Within 30 calendar days of agreed settlement and receipt of a valid invoice and corresponding completion documents, cumulative payment shall reach [97%] of the agreed settlement. Certified undisputed portions shall be settled and paid without waiting for all disputes to end.

7.4 经确认结算总价的【3%】为质量保证金, 包含在未付尾款中, 不重复扣留。缺陷责任期为验收交付日起 365 个日历日; 期满后 30 个日历日内返还余额。存在已通知但未修复的承包人责任缺陷时, 仅可保留有依据的合理预计修复费用, 并书面列明, 其余应按期支付; 修复后及时结清。返还保证金不免除依法存续的缺陷责任。

7.4 Retention is [3%] of the agreed final settlement, included in the unpaid balance rather than deducted again. The defects period is 365 calendar days from acceptance and handover; the remaining retention is released within 30 calendar days after expiry. For notified unresolved Contractor defects, only supported reasonable expected repair costs may be retained with written particulars; the rest is released on time and the balance settled after remedy. Release does not exclude surviving legal liability.

第八条 变更与调整

Article 8 Variations and Adjustments

本部分变更估价应与通用合同条款第八条程序结合执行, 先行施工指令及依法应计价的工作按通用 8.2—8.3 处理。争议不影响无争议部分的施工及付款。

Variation valuation in this Part operates with General Conditions Article 8. Instructions to proceed and legally payable work follow General Conditions 8.2 and 8.3. Disputes shall not prevent undisputed performance or payment.

A. 与工程量清单项目相同的, 按照承包人已标价工程量清单中的固定综合单价计算, 不重复适用投标下浮率;

A. Where the work is the same as a BOQ item, it shall be valued using the fixed all inclusive unit rate in the Contractor's priced BOQ, without applying a tender discount a second time;

B. 与工程量清单项目类似的，参照承包人已标价工程量清单中最接近项目的固定综合单价，并根据实际差异调整；

B. Where the work is similar to a BOQ item, it shall be valued by reference to the closest fixed all inclusive unit rate in the Contractor's priced BOQ, adjusted for the actual differences;

C. 无相同或类似清单单价的，承包人应提交人工、材料、设备、管理费、利润及税费分析，双方按合理市场依据书面确认；发包人不予确认的应说明理由。确需先施工的，按通用 8.2 确定暂计价；最终争议依专用第十二条解决。

C. For work without an identical or similar BOQ rate, submit labour, materials, plant, overheads, profit and tax analysis for written agreement on a reasonable market basis. The Employer shall explain any refusal. Work required to proceed follows provisional valuation under General Conditions 8.2; unresolved valuation follows Particular Conditions Article 12.

第九条 违约责任

Article 9 Liability for Breach of Contract

9.1 可归责于承包人的工期延误，按本合同暂定总价每日 0.1% 计付违约金；违约金最高比例不超过暂定总价的 10%。

9.1 For delay in completion attributable to the Contractor, liquidated damages shall be payable at 0.1% of the provisional total contract price for each day of delay; provided that the aggregate amount of liquidated damages shall not exceed 10% of the provisional total contract price.

9.2 发包人延期支付工程款，按应付未付工程款的 0.1% 计付利息；利息最高比例不超过暂定总价的 10%。

9.2 Where the Employer delays payment of the contract price, interest shall accrue at 0.1% on the unpaid amount due; provided that the aggregate amount of such interest shall not exceed 10% of the provisional total contract price.

9.3 承包人违反转包、挂靠和违法分包禁令，应向发包人支付违约金，违约金为合同暂定总价的【20%】；其他严重违约按实际可赔损失承担责任，除非另有明确违约金约定。双方约定，已计违约金应抵扣同一违约造成的可赔损失，发包人可依法请求超过部分；担保实现是清偿渠道，不另行作为“没收”重复处罚。法定违约金调整权不受影响。

9.3 Where the Contractor breaches the prohibitions on transfer of the contract (subcontracting of the whole works), name-borrowing (attachment / 'gui kao') and illegal

subcontracting, the Contractor shall pay the Employer liquidated damages in the amount of [20%] of the provisional total contract price. Other material breaches shall be subject to liability for the actual compensable losses incurred, unless otherwise expressly agreed liquidated damages apply. The Parties agree that liquidated damages already paid shall be set off against the compensable losses arising from the same breach, and the Employer may claim the excess, if any, in accordance with law. Realization of the security is a channel for discharging the liability and shall not be additionally imposed as a repeated 'forfeiture' penalty. The statutory right to adjustment of liquidated damages shall not be affected。

第十条 保险

Article 10 Insurance

承包人应在实际施工风险开始前向发包人提交有效保单及缴费证明，持续维持如下保险。工程一切险及适合共同投保的责任险应列明双方各自利益、交叉责任（如适用）、免赔额和理赔程序；不能取得所需保障的，应在开工前提出经批准的可行方案，不能仅以保险人不同意而免除投保义务。

Before construction risk begins, the Contractor shall provide effective policies and evidence of premium payment and maintain the following cover. Works and suitable liability policies shall identify the Parties' interests, cross liability where applicable, deductibles and claims procedures. If required cover is unavailable, an approved workable solution is required before commencement; an insurer's refusal alone does not waive the duty.

(1) 建筑工程一切险：按工程重置价值投保，初始金额不低于签约暂定价加未计入该价的甲供材料设备价值，随批准变更及时调整；载明工程、材料、临时设施、测试及约定维修期责任，承包人自有机械另行安排适当保障。

(1) Contractors' All Risks: insure reinstatement value, initially not less than the tentative signing price plus the value of Employer supplied items excluded from it, adjusted for approved changes. Identify Works, materials, temporary facilities, testing and agreed maintenance cover. Contractor owned plant requires appropriate separate cover.

(2) 第三方责任险：每次事故赔偿限额不低于【500,000】美元，承保施工引起的人身伤害及财产损失。污染及环境损害的承保范围、责任限额、除外责任和必要附加险，应在开工前由双方书面确认并载入保险明细及保单；承包人应提交相应保险证明。

(2) Third party liability: at least [USD 500,000] per occurrence for construction related injury and property damage. Cover, limits, exclusions and necessary extensions for pollution and environmental damage shall be agreed in writing before commencement and recorded in the insurance schedule and policies. The Contractor shall provide the corresponding evidence of cover.

(3) 依法适用的施工人工伤、雇主责任、车辆及其他强制保险。承包人应持续维持保障，不得擅自取消或降低；保险到期或承保范围变化应及时书面通知并安排续保或替代。保险范围不替代双方各自法定责任。

(3) Applicable workers' compensation, employers' liability, motor and other compulsory insurance. Cover shall be maintained without unauthorised cancellation or reduction; expiry or changes require prompt written notice and renewal or replacement. Insurance does not replace either Party's statutory liability.

第十二条 争议解决

Article 12 Dispute Resolution

12.1 任何一方可书面通知争议。双方授权代表在收件后 14 个日历日内协商；期限届满未解决的，任何一方可申请仲裁。协商不限制为保全、时效或其他紧急保护而及时采取法律措施。

12.1 Either Party may give written dispute notice. Authorised representatives shall negotiate for 14 calendar days after receipt; either Party may then commence arbitration if unresolved. Negotiation does not restrict timely action for interim protection, limitation or other urgent rights.

12.2 因本合同引起或与之有关的任何争议，包括成立、效力、解释、履行及终止，提交 Stichting Surinaams Arbitrage Instituut (SAI，苏里南仲裁机构) 按申请时有效的仲裁规则最终解决。仲裁地为苏里南帕拉马里博；仲裁员人数按 SAI 规则确定。任何一方可依法向有管辖权的法院申请临时保全或执行仲裁裁决，不因此改变仲裁约定。

12.2 Any dispute arising from or relating to this Contract, including formation, validity, interpretation, performance or termination, shall be finally resolved by arbitration under the rules of Stichting Surinaams Arbitrage Instituut (SAI) in force on commencement. The seat is Paramaribo, Suriname. The number of arbitrators is determined under the SAI Rules. Either

Party may seek lawful interim measures or enforcement from a competent court without altering the arbitration agreement.

12.3 本合同适用苏里南共和国法律。仲裁语言为【英语】；未作有效语言约定的，按 SAI 规则由仲裁庭决定。文件翻译应符合仲裁庭及适用程序的要求。

12.3 This Contract is governed by the laws of the Republic of Suriname. The arbitration language is **English**. In the absence of an effective language agreement, the tribunal shall determine the language under the SAI Rules. Document translations shall comply with tribunal directions and applicable procedure.

附件 1：罗斯贝尔现场工程条款与条件。

appendix1 Rosebel ' s terms and conditions on works on site