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# Analysis of Connotation and Nature of Construction Contract

Huifeng Long

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**Abstract:** China's contract law clearly stipulates that the construction contract includes the construction project survey contract, design contract for construction project, the construction contract in three categories, but in practice, the construction contract is the important two categories, namely the construction engineering supervision contract and construction materials and equipment procurement contract.

**Keywords:** Construction contract; Connotation; Nature

## 1. Introduction

Construction project contract refers to the contract that the contractor undertakes the construction of the project and the employer pays the price [1-4]. The object of construction contract is engineering. Here the "project" refers to civil engineering and construction within the lines, pipelines, equipment installation engineering construction, expansion, renovation and large building decoration decoration, mainly including buildings, roads, pipelines, bridges, airports, ports, mines, reservoirs, power plants etc. [5-8]. The main body of the construction project is the employer and the contractor. The employer is generally the construction unit of the construction project, that is, the unit invested in the construction project. According to the 269th article of the contract law of the People's Republic of China, the construction contract is the contract that the contractor carries out the project construction and the employer pays the price [9-12]. Construction contract includes engineering survey, design and construction contract. The provisions of the first paragraph of this article reflect the basic rights and obligations of the two types of construction contract, namely the employer and the contractor. The Contractor's basic obligation is to fulfill the task of project construction in accordance with the contract, including reconnaissance, design and construction. The basic obligation of the employer is to pay the project money in time and in full. The provisions of the second paragraph of this clause are the main contents of construction contract. A project involves a series of processes such as survey, design and construction, so the construction contract usually includes the engineering survey, design and construction contract. Thus, China's contract law clearly stipulates that the construction contract includes the construction project survey contract, design contract for construction project, the construction contract in three categories, but in practice, the construction contract is the important two categories, namely the construction engineering supervision contract

and construction materials and equipment procurement contract.

## 2. Connotation of Construction Project Contract

On the theory of contract for construction project survey, design, construction contract belongs to the generalized contract, China's "contract law" the sixteenth chapter of the two hundred and eighty-seven provisions of the contract law the sixteenth chapter "construction contract", this chapter shall apply the relevant provisions of the contract. For the construction project contract, contractor surveyor, designer, contractor for construction material, the essence of the orderer, the contractor the contractor to complete the investigation, design and construction work in accordance with the requirements of the orderer, and investigation, design and construction work delivered to the employer the employer to accept the job the results and the payment of honorariums to the contractor. However, there are differences between the construction contract and the general contract stipulated in the sixteenth chapter of the contract law of china.

The two subjects are different. The law requires both the employer and the contractor of the construction contract. The contractor is generally the construction unit of the construction project, the contractor is engaged in investigation, design, construction business qualification of the legal person, and should have the corresponding qualification. The natural person cannot become the contractor of construction project contract, nor can he become a contractor. The contract is not the case, the contractor can be a legal person having the corresponding qualifications, or other units or individuals, the hirer may be a natural person, legal person and other organizations.

The two parties have different restrictions on the subject matter of the contract. The contract of construction project is generally relatively large projects, and in many cases to sign the contract through bidding. However, the

subject of the contract is generally smaller. Therefore, a general construction project contract does not belong to the construction project contract, such as natural and man-made built or renovated houses made with other natural person or unit of the contract belongs to the contract.

The two parties have different stipulations about the contract. According to the contract law of China, the construction contract should be in written form. The contract can be written or oral, and the oral form should be used when the contractor is a natural person.

The two are different in terms of whether the main work can be handed over by the third person. In the construction project contract, the general contractor or construction project subject to the consent of the employer, can be part of the contracted work completed by third, but the main part of the project must be completed in the contract, unless otherwise agreed by the parties, the Contractor shall use its own equipment, technology and labour force the main work completed.

The two party has different provisions on the responsibility of the third party when the work is completed. In the construction project contract, the third person and the work completed by the general contractor or the survey, design and construction of the contractor to the employer in the contract and assume joint liability, whether the Contractor by the hirer will all work completed by third people, or third people to complete the auxiliary operation that is by the contractor to the hirer undertakes the responsibility, third people to the hirer shall bear the liability.

### 3. Contract Analysis of Construction Project

In general, because of the engineering construction project contract amount is larger, longer duration, material and cost in the contract when it is difficult to calculate accurately, so usually can break the contract price in terms of settlement. The price terms in the contract of work are relatively fixed, except in consultation with the parties, they should be calculated according to the price stipulated in the contract.

The two parties differ in terms of the conditions for rescission of contracts. According to the law, the contract of the hirer to enjoy the right of cancellation, may terminate the contract in the construction contract, in addition to the agreement or the legal rescission terms, is not allowed to terminate the contract at random.

### 4. Conclusions

The remedies of the two parties are different when one party defaults. In the contract, the hirer to terminate the

contract after the contract requires only the hirer to compensate the loss, but not to continue to perform in the construction contract, except in certain circumstances, one party is in breach.

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