

Contract Registration No.: EKKA20210415001

合同登记号: EKKA20210415001

**SUPERVISION CONTRACT FOR CONSTRUCTION PROJECT**  
**建设工程委托监理合同**

**Project Name: Anhui Zhongding Precision Technology Co., Ltd. distributed PV Project**

工程项目名称: 安徽中鼎精工技术有限公司分布式光伏发电项目

**Entrustor/Client: Xuancheng City Ruihong Photovoltaic Power Generation Co., Ltd**

委托方/业主: 宣城市锐弘光伏发电有限公司

**Service provider/Supervisor: Changzhou Zhengheng Power Engineering Supervision Co., Ltd**

服务方/监理人: 常州正衡电力工程监理有限公司

**Place of signing: Beijing**

签订地点: 北京

**Date of signing: 25<sup>th</sup> Apr, 2021**

签订时间: 2021 年 4 月 25 日

**Supervision Contract for Construction Project**  
**建设工程委托监理合同**

**Part I Agreement**  
**第一部分 协议书**

This Agreement is entered into by and between Xuancheng City Ruihong Photovoltaic Power Generation Co., Ltd (hereinafter referred to as the “Client”) and Changzhou Zhengheng Power Engineering Supervision Co., Ltd (hereinafter referred to as the “Supervisor”) through mutual consultation.

宣城市锐弘光伏发电有限公司(以下简称“委托人”)与常州正衡电力工程监理有限公司(以下简称“监理人”)经过协商一致, 签订本协议书。

I. Brief information of the project for which the Client desires that certain supervision services should be performed by the Supervisor (hereinafter referred to as the “**Project**”) is as follows:

委托人委托监理人监理的工程(以下简称“**本工程**”)概况如下:

Project Name: Anhui Zhongding Precision Technology Co., Ltd. distributed PV Project(including Phase I 3499.2kWp and Phase II 2500.2kWp distributed PV Project. )

工程名称: 安徽中鼎精工技术有限公司分布式光伏发电项目 (含一期 3499.2kWp 和二期 2500.2kWp 分布式光伏发电项目)

Project Site: Xuancheng City, Anhui Province

工程地点: 安徽宣城

Project Area: Total 5.9994MW

工程规模: 总计 5.9994MW

II. In this Agreement words shall have the same meanings as are assigned to them in Part II “General Terms” of this Agreement.

本协议书中的有关词语具有本合同第二部分“通用条款”中所赋予的含义。

III. This Agreement and the following documents shall be considered as an integral part of this Contract (as defined in General Terms):

下列文件与本协议书共同构成本合同(定义见通用条款)的组成部分:

(1) Supplementary documents and amendments jointly executed by the parties during the performance of the Agreement;

在本合同履行过程中双方共同签署的补充与修正文件;

(2) This Agreement;

本协议书;

(3) Particular Terms of this Agreement and appendices;

本合同的专用条款及附件;

(4) General Terms of this Agreement.

本合同的通用条款。

The above documents supplement and interpret with each other. In the event of any ambiguity or inconsistency, the particular terms shall prevail.

上述文件互相补充和解释。如有不明确或不一致之处，以合同专用条款为准。

The list of supervision personnel who shall be designated to perform supervision services on-site and the schedule of entering the Project site by such personnel, as have been determined when delivering fee proposal by the Supervisor, shall be attached as appendices to this Agreement.

监理人在报价时确定的拟派现场监理人员名单和现场监理人员进场计划应作为本合同附件。

IV. In consideration of the payment to be made by the Client to the Supervisor as hereinafter mentioned, the Supervisor hereby covenants to the Client that it will perform, pursuant to this Agreement, the supervision services as agreed and described in the Particular Terms.

考虑到以下提到的委托人向监理人的付款，监理人向委托人承诺，按照本合同的规定，承担本合同专用条款中议定范围内的监理业务。

V. In consideration of the supervision services to be performed by the Supervisor, the Client hereby covenants that it will pay the Supervisor such amount, at the time, in the manner and currency type prescribed by this Agreement.

考虑到监理人提供的监理服务，委托人向监理人承诺按照本合同注明的期限、方式、币种向监理人支付报酬。

This Agreement shall come into force upon execution, and shall be valid at least for the whole construction period in respect of the Project, and no less than 6 months.

本合同自签署之日起生效，并至少应在项目的整个建设期内有效，并不少于 6 个月。

This Agreement has been executed in six(6) copies with same legal effect, and each party shall hold three(3) copies respectively.

本合同一式陆份,具有同等法律效力, 双方各执叁份.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first written above in accordance with the PRC laws.

本协议书谨于文首所书明之年月日，由立约双方根据中国法律签署。特此证明。

The Client: Xuancheng City Ruihong  
Photovoltaic Power Generation Co., Ltd  
委托人: 宣城市锐弘光伏发电有限公司



Address: No.16-31, area B, Xuanli  
agricultural market, Xuanzhou District,  
Xuancheng City, Anhui Province, PRC  
住所: 安徽省宣城市宣州区宣狸农批市场  
B区16-31号

Legal Representative: (signature)  
法定代表人: (签章)

The Supervisor: Changzhou Zhengheng Power  
Engineering Supervision Co., Ltd  
监理人: 常州正衡电力工程监理有限公司



Address: No.8 Xianglan Road, West Lake Taihu  
Industrial Park, Changzhou City, Jiangsu Province  
住所: 江苏省常州市西太湖科技产业园兰香路8号

Legal Representative: (signature)  
法定代表人: (签章)

## Part II General Terms

### 第二部分 通用条款

#### Definitions, Applicable Languages and Laws

#### 定义, 适用语言和法规

**Article 1** The following words and expressions shall have the meanings assigned to them except where the context otherwise prescribes:

下列名词和用语, 除上下文另有规定外, 具有如下所赋予的含义:

(1) “Project” means the project for which the supervision services are to be provided by the Supervisor entrusted by the Client.

“工程”是指委托人委托的监理人提供监理服务的工程。

(2) “Client” means the party who undertakes direct investment liabilities and entrusts the Supervisor and its legal successors.

“委托人”是指承担直接投资责任和委托监理人的一方, 以及其合法继承人。

(3) “Supervisor” means the party who is entrusted by the Client to perform supervision services and assume supervision liabilities and its legal successors.

“监理人”是指受委托人委托承担监理业务和监理责任的一方, 以及其合法继承人。

(4) “Supervision Team” means the group of staff dispatched by the Supervisor to perform supervision services at the Project site.

“监理机构”是指监理人派驻本工程现场实施监理业务的组织。

(5) “Chief Supervision Engineer” means the person certificated by local governmental authority as chief supervision engineer and designated by the Client and Supervisor to be fully responsible for supervising the performance of the Agreement.

“总监理工程师”是指经当地政府部门认证为的总监理工程师并且由委托人及监理人指定对监督履行本合同全权负责的人。

(6) “Contractor” means the party other than the Supervisor with whom the Client executes contract in relation to the construction of the Project.

“承包人”是指除监理人以外, 委托人就本工程的建设有关事宜签订合同的当事人。

(7) “Normal Services” means the scope of supervision work prescribed by the parties in the Particular Terms.

“正常工作”是指双方在专用条款中约定的监理工作的范围。

(8) “Additional Services” means: (i) works outside of the scope of supervision work, and added to the Agreement by written agreement between the parties; (ii) additional works as a result of addition to the scope of construction work or progress delay due to the Client or the Contractor.

“附加工作”是指: (i) 监理工作范围以外,通过双方书面协议另外增加本合同的工作;(ii) 建设工程范围的增加或者由于委托人或承包人原因致使进度的延误,而造成的附加的工作。

(9) “Exceptional Services” means the works, other than the Normal Services and the Additional Services, that shall be performed by the Supervisor in accordance with Article 39.

“额外工作”是指正常工作和附加工作以外, 根据第三十九条规定监理人需要完成的工作。

(11) “Contract”: means the Agreement, Particular Terms, General Terms, appendices and other documents constituting an integral part of the Contract.

“本合同”: 指协议书、专用条款、通用条款、附录以及其它构成合同组成部分的文件。

(10) “day” means the any period from 0:00 a.m. to 0:00 a.m. of next day.

“日”是指任何一个零时至第二天零时的时间段。

(11) “month” means a calendar month.

“月”是指公历月。

**Article 2** This Contract shall be governed by Chinese laws and administrative regulations, and local regulations, autonomous regulations, separate regulations and local government rules specified in the General Terms and Particular Terms.

本协议适用中国法律及行政法规, 以及通用条款及专用条款中载明的地方法规、自治条例、单行条例和地方政府规章。

**Article 3** The Contract shall be written in both English and Chinese. In case of any inconsistencies between the English version and Chinese version, the Chinese version shall prevail.

本合同应以中文和英文书写。英文和中文版本存在不一致的, 以中文版本为准。

## **Obligations of the Supervisor** **监理人的义务**

**Article 4** The Supervisor shall designate the Supervision Team and supervision personnel necessary for carrying out the supervising works, provide to the Client a name-list of the Chief Supervision Engineer, main staff of the Supervision Team and a supervision plan and perform the supervision services within the scope of work as stated in the Particular Terms. During the performance of the Contract, the Supervisor shall, pursuant to this Contract, submit supervision report to the Client regularly.

监理人应派出监理工作需要的监理机构及监理人员,向委托人报送委派的总监理工程师及其监理机构主要成员名单,监理规划,完成监理合同专用条款中约定的监理工程范围内的监理业务。在履行本合同义务期间,应按合同约定定期向委托人报告监理工作。

**Article 5** The Supervisor shall exercise reasonable care and diligence, and provide Client with appropriate advice at its level of expertise during the performance of this Contract, and protect/maintain the lawful rights and interests of various parties.

监理人应认真、勤奋地工作,在履行合同义务时为委托人提供与其水平相应的咨询意见,公正维护各方的合法权益。

**Article 6** Any facilities and articles supplied by the Client for use by the Supervisor shall be properly used and maintained and remain the property of the Client. When the services have been completed or terminated, the Supervisor shall deliver to the Client such facilities and unconsumed articles in good working order.

监理人使用委托人提供的设施和物品属委托人的财产,应恰当使用和维护。在监理工作完成或中止时,应将其设施和剩余的物品完好地移交给委托人。

**Article 7** During the term of this Contract or after the termination of this Contract, without the consent of the Client, the Supervisor shall not disclose the confidential information in relation to the Project and the Contract.

合同期内或本合同终止后,未征得委托人同意,监理人不得披露/泄露与本工程和本合同有关的保密信息。

**Article 8** Project supervision agency shall have one(1) chief supervision engineer, who must have the qualification of certificated supervision engineer issued by the Ministry of Construction, and have the project supervision performance of the same project scale or above. The on-site supervision engineer must have the registered supervision engineer qualification issued by the Ministry of Construction or hold the power industry supervision engineer qualification certificate.

项目监理机构设总监理工程师 1 人,须具备国家建设部颁发的注册监理工程师资格,并具有本项目同等规模及以上机组主体工程监理业绩。现场监理工程师必须具备国家建设部颁发的注册监理工程师资格或持有电力行业监理职业资格证书。



## **Obligations of the Client** **委托人的义务**

**Article 9** The Client shall pay an advance payment to the Supervisor prior to the commencement of the services performed by the Supervisor, if there are relevant provisions concerning such advance payment in the Particular Terms.

委托人在监理人开展监理业务之前向监理人支付预付款,如果在专用条款中对该预付款有相关规定。

**Article 10** The Client shall be responsible for coordination of all external relationships in relation to the construction of the Project (except for the coordinated relationships involving the Supervisor). If the Client assigns part or all of such coordination works to the Supervisor as is necessary, the works to be assigned and relevant terms of remuneration shall be specified.

委托人应当负责本工程建设的所有外部关系的协调(监理人所属协调关系除外)。根据需要,如需将部分或全部协调工作委托监理人承担,则需应明确委托的工作和相应的报酬条款。

**Article 11** The Client shall, within the agreed time, provide to the Supervisor free of charge all information pertaining to the Project and necessary for the supervision services.

委托人应当在双方约定的时间内免费向监理人提供与本工程有关的并为监理工作需要的所有信息。

**Article 12** Concerning all matters submitted to the Client in appropriate written form by the Supervisor, the Client shall make written decision within the time specified in the Particular Terms of the Contract.

委托人应当在专用条款约定的时间内就监理人向委托人以恰当的书面形式提交的一切事宜作出书面决定。

**Article 13** The Client shall appoint a Client's representative (to be specified in the Particular Terms) who is familiar with the Project and able to make decision within specified time for the purpose of correspondence with the Supervisor. The Client shall notify the Supervisor three (3) days in advance in the case of replacing Client's Representative.

委托人应当授权一名熟悉本工程情况,能在规定时间内作出决定的委托人的代表(将在专用条款中明确)负责与监理人联系,更换委托人代表要提前三(3)日通知监理人。

**Article 14** The Client shall timely notify the selected Contractor, in writing, of the rights of the Supervisor and the roles and authorization of main staff of the Supervisor. Such information shall be made clear in the contract entered into by the Client and any third party.

委托人应当将授予监理人的监理权利,以及监理人主要成员的职能分工及监理权限及时书面通知已选定的合同承包商,并在与任何第三方签订的合同中予以明确。

**Article 15** The Client shall notify the Contractor to provide the following information to the Supervisor within such a time period that the Supervisor's work will not be disturbed:

委托人应通知承包人在不影响监理人开展监理工作的时间内向监理人提供如下资料:

- (1) List of suppliers and manufacturers of the raw materials, components and parts, mechanical equipment to be used for the Project;

与将用于本工程的原材料,构配件,机械设备等的供应和生产厂家名录;



(2) List of coordination and cooperation personnel in relation to the Project.

提供与本工程有关的协作人，配合人的名录。

**Article 16** The Client shall furnish free of charge (including utility fees) to the Supervisor the offices, telecommunication interface, network interface and other facilities specified in the Particular Terms. Supervisor shall cover the expenses of their residential accommodation, meals and transportation themselves.

委托人应免费(包括使用费)向监理人提供办公场所、通讯接口、网路接口及合同专用条款约定的其他设施，监理人自行解决居住用房、用餐及交通。

**Article 17** If the parties agree that the Client shall arrange for the provision of other personnel to the Supervisor according to the need based on certain circumstances, such agreement shall be prescribed in the Particular Terms.

根据情况需要，如经双方同意委托人可以向监理人提供其他人员，应在合同专用条款中予以反映。

**Article 18** Supervision shall cover all the travel expenses for the normal services within the range of contract.

属于合同范围内的正常服务，差旅费由监理人自理。

## **Rights of the Supervisor**

### **监理人的权利**

**Article 19** The Supervisor shall have the following rights within his scope of work. It is hereby confirmed by the parties that any and all of the following activities shall also be considered as the obligations of the Supervisor, who shall perform the following activities whenever it is necessary to ensure completion of the Project in the best manner and in the way that is in conformity with relevant contractual documents and applicable laws:

监理人在委托的工程范围内应具有以下权利,而且在此双方确认任何如下活动也应作为监理人的义务,即其有义务在有必要的情况下为了以最好的方式并以符合全部合同文件和适用的法律的方式完成本项目的目的而进行如下活动:

(1) The right and obligation to make recommendations on the selection of the General Contractor;

选择工程总承包人的建议权和义务;

(2) The right and obligation to make recommendations on the selection of the Subcontractor;

选择工程分包人的建议权和义务;

(3) The right and obligation to make recommendations to the Client in the respects of the Project including Project scale, design standard, planning design, production technological design and performance requirements;

对工程建设有关事项包括工程规模、设计标准、规划设计、生产工艺设计和使用功能要求,向委托人的建议权和义务;

(4) The right and obligation to advise, in the principles of safety and optimum, the Client on the technical problems in the Project design. If the Project design is found to be not in conformity with the Construction Project Quality Standards promulgated by the State or the Quality Standards specified in the Design Contract, the Supervisor shall report to the Client in writing and put forward corresponding resolutions;

对工程设计中的技术问题,按照安全和最优化的原则,有权利和义务向委托人提出建议。当发现工程设计不符合国家颁布的建设工程质量标准或设计合同约定的质量标准时,监理人应当书面报告委托人并提供处理方案;

(5) The right and obligation to review the Project construction organization and the technical proposal and to make recommendations, in the principles of ensuring quality, on-time completion and cost reduction, to the Client for changes that the Contractor could adopt and put forward corresponding resolutions;

对审查工程施工组织和技术方案,按照保质量、保工期和降低成本的原则,并就承包人有可能采取的变化监理人有权利和义务向委托人提出建议并提供处理意见;

(6) Conduct organization and coordination of relevant cooperative units in relation to the Project construction, for all coordinated matters the Supervisor shall first report to the Client and require the Client to entrust to carry out the organization and coordination;

主持工程建设有关协作单位的组织协调,对于所有协调项应当事先向委托人报告,并要求委托人授权以进行组织协调工作;

(7) Having obtained the consent of the Client, the Supervisor has the right to give commands with regard to commencement, suspension and resumption of the works with a previous written report

submitted to the Client. It is available for the Client's Representative to contact by phone to discuss emergency and other matters.

征得委托人同意，监理人有权发布开工令、停工令、复工令，但应当事先向委托人作出书面报告。委托人代表将可以随时电话联系到以就紧急情况和其他事宜与监理人进行研究；

(8) The right and obligation to check and inspect the materials to be used in the Project and quality of construction. The Supervisor shall inform the Contractor immediately after finding any nonconforming materials and inform the Client in time to stop the Contractor from using them anymore if the Contractor continues to use the materials after the non-conformity has been identified. For materials, components and parts, equipment that are not in conformity with the design requirements, provisions of the Engineer Procurement Construction Contract and other construction contract ((collectively, the "**Construction Contract**") and national quality standards, the Supervisor shall notify the Client to stop the Contractor from using them; for working sequence, divisional and sub-divisional works that are not in conformity with relevant codes and quality standards, and unsafety construction operations, the Supervisor shall notify the Client and the Supervisor is entitled to make the Contractor stop works for rectification and rework. Only after receiving the work resumption command from the Supervision Team via the Client can the Contractor resume the construction.

工程上使用的材料和施工质量的检验权和义务。发现不合格材料应通知承包人，如果承包人在接到通知后仍继续使用该不合格材料，监理人必须及时通知委托人，让承包人不得继续使用。对于不符合设计要求和设计采购施工工程总承包合同或其他工程承包合同(合称“**工程承包合同**”)约定及国家质量标准材料、构配件、设备，监理人有义务通知委托人让承包人停止使用；对于不符合规范和质量标准的工序，分部分项工程和不安全的施工作业，监理人有义务及时通知委托人，监理人有权让承包人停工整改，返工。承包人只有通过委托人收到监理机构发出复工令后才能复工；

(9) The right and obligation to check, supervise the progress of the construction. The right and obligation to confirm and sign the actual completion date which is in advance or in excess of the time limit specified in the Construction Contract.

工程施工进度的检查、监督权和义务，以及工程实际竣工日期提前或超过工程承包合同规定的竣工期限的签认权和义务；

(10) The right and obligation to review, confirm and sign the payment to the Contractor within the scope of Project Price agreed in the Construction Contract, and the right and obligation to review, confirm and negate the Project settlement. Without the signature and confirmation from the Chief Supervision Engineer, the Client shall not make payment to the Contractor.

在工程承包合同约定的工程价格范围内，工程款支付的审核和签认权和义务，以及工程结算的复核确认权与否定权。未经总监理工程师签字确认，委托人不支付工程款；

**Article 20** During supervision, if the personnel of the Contractor is found to be incapable of his job, the Supervision Team shall notify the Client of the views of the Supervision Team on this matter.

在监理过程中如发现工程承包人员工作不力，监理机构应将其对此事的观点告知委托人。

**Article 21** In the event of any dispute between the Client and the Contractor within the scope of work and such dispute has been referred to administrative department in charge of construction for mediation or to China International Economic and Trade Arbitration Commission for arbitration, the Supervisor shall cooperate in providing relevant evidence.

如果委托人和承包人在委托的工程范围内发生任何争议,并且该等争议被提交至政府建设行政主管部门进行调解或被提交至中国国际经济贸易仲裁委员会进行仲裁,则监理人应配合提供相关证据。

## **Rights of the Client**

### **委托人的权利**

**Article 22** The Client has the right to appoint the Contractor and enter into a contract with it.

委托人有选定工程承包人，以及与其签订合同的权利。

**Article 23** The Client has the right to decide the Project scale, design standard, planning design, production technological design and designed performance requirements, and the right to approve Project cost, progress schedule and design variation.

委托人享有对工程规模、设计标准、规划设计、生产工艺设计和设计使用功能要求的认定权，以及对工程造价、进度计划 and 设计变更的审批权。

**Article 24** During the performance of this Contract, prior consent by the Client shall be obtained if the Supervisor intends to replace the Chief Supervision Engineer or on-site supervision engineer.

在履行本合同期间，监理人调换总监理工程师或现场监理工程师须事先经委托人同意。

**Article 25** The Client has the right to require the Supervisor to submit supervision reports (including but not limit to weekly reports, monthly reports), supervision report and specific reports within the Supervisor's scope of work.

委托人有权要求监理人提交监理工作报告（包括但不限于周报、月报）及监理人业务范围内的专项报告。

**Article 26** In the event that the Client finds the Supervisor's staff fails to perform duties under the Contract, or cause any loss to the Project or the Client through collusion with the Contractor, the Client shall be entitled to require that such staff be replaced by the Supervisor or even terminate the Contract and demand the Supervisor to assume corresponding compensation liabilities or joint and several compensation liabilities.

当委托人发现监理人的职员不按本合同履行监理职责，或与承包人串通给本工程或委托人造成任何损失的，委托人有权要求监理人更换该职员，直到终止合同并要求监理人承担相应的赔偿责任或连带赔偿责任。

## Liabilities of the Supervisor 监理人的责任

**Article 27** The Supervisor's liability period equals the valid period of the Contract (Term of the Contract), including the maintenance period. If the term of the Contract extends due to the postponing and delay of the Project progress, the parties shall make further negotiation to agree an extension of the term of the Contract.

监理人的责任期即本合同有效期(合同期), 包括维护期。如果因工程进度的推迟或延误而导致合同期将要延长, 双方应进一步协商约定的延长合同期。

**Article 28** The Supervisor shall perform his duties during the term of the Contract. The Supervisor shall compensate to the Client in the case of any Client's financial loss caused by the fault of the Supervisor. Accumulated amount of compensation (except for the compensation specified in Article 26) shall not exceed the total payment by the Client to the Supervisor (excluding taxes). The compensation shall be governed by relevant laws.

监理人在合同期内, 应当履行约定的责任。如果因监理人过失而造成了委托人的任何经济损失, 其应当向委托人赔偿。累计赔偿总额(除第二十六条规定的赔偿以外)不应超过委托人向监理人支付的报酬总数(除去税金)。赔偿按相关法律执行。

**Article 29** The Supervisor shall be responsible for any Contractor's nonconformities in quality requirements and completion time (for submitting drawings or delivery of goods) provided in the Construction Contract due to the Supervisor's default. In the event of any *force majeure* which cause the performance of part or all of the Contract to be impossible, the Supervisor shall not take such responsibilities. With respect to any matters in relation to the violations of Article 5, the Supervisor shall pay compensation to the Client.

监理人对承包人违反工程承包合同规定的质量要求和完工(交图、交货)时限, 因监理人失责应承担相应的责任: 因不可抗力导致本合同全部或部分不能履行, 监理人不承担责任。但对违反第五条规定引起的与之有关的事宜, 应向委托人承担赔偿责任。

**Article 30** If the claim made by the Supervisor to the Client cannot be justified, the Supervisor shall be responsible for any cost incurred by the Client in relation to such claim.

监理人向委托人提出赔偿要求不能成立时, 监理人应当补偿由于该索赔所导致委托人的任何费用支出。

**Article 31** On-site supervision engineers shall not be absent from construction site for less than twenty-five (25) days per month. Unless specific agreements in the exclusive contract terms, if the site supervision engineers need to leave the construction site for more than three (3) consecutive days, the client's consent shall be obtained in advance. If the supervisor replaces the supervision engineer without Client's authorization, or the aforementioned personnel leave the construction site for more than three (3) consecutive days without Client's authorization, the Supervisor shall bear the liability for breach of contract in accordance with the provisions of the exclusive contract.

现场监理工程师, 每月在现场的天数不得低于二十五(25)天。除专用合同条款另有约定外, 现场监理工程师离开施工现场连续超过三(3)天的, 应事先征得委托人同意。监理人擅自更换监理工程师, 或前述人员未经委托人许可擅自离开施工现场连续超过三(3)天的, 监理人应按照专用合同条款约定承担违约责任。

## **Liabilities of the Client**

### **委托人的责任**

**Article 32** The Client shall perform his duties as agreed in the Contract. The Client shall undertake the responsibilities for breach of the Contract, compensate direct financial losses to the Supervisor.

委托人应当履行本合同约定的义务，如有违反则应当承担违约责任，赔偿给监理人造成的直接经济损失。

**Article 33** If the claim made by the Client to the Supervisor cannot be sustained, the Client shall be responsible for any cost incurred by the Supervisor in relation to such claim.

委托人如果向监理人提出赔偿的要求不能成立，则应当补偿由该索赔所引起的监理人的各种费用支出。



## Commencement, Alteration and Termination of the Contract

### 本合同的开始、变更与终止

**Article 34** If the Normal Services are impeded or delayed by the Client or the Contractor and results in Additional Services or prolonged duration of the Normal Services, the Supervisor shall timely inform the Client of the circumstances and probable effects. The time for completion of the services shall be extended accordingly and the Supervisor shall be remunerated for such Additional Services and the amount of such remuneration shall be determined by mutual consultation.

由于委托人或承包人的原因使正常的监理工作受到阻碍或延误,以致发生了附加工作或延长了正常监理工作的持续时间,则监理人应当将此情况与可能产生的影响及时通知委托人。完成监理业务的时间相应延长,并得到附加工作报酬,报酬金额应由双方协商确定。

**Article 35** If circumstances arise which make it legally or physically impossible for the Supervisor to perform in whole or in part the supervision services pursuant to the Contract, he shall promptly inform the Client. The completion time of the supervision services shall be extended with the Client's approval. When the supervision services are resumed, a reasonable period not exceeding fourteen(14) days for resumption shall be added and the Client shall pay the Supervisor the amount agreed by the parties.

如实际情况发生变化,使得监理人由于法律原因或实际原因不能根据本合同全部或部分执行监理业务时,监理人应当立即通知委托人。经委托人认可,该监理业务的完成时间应予延长。当恢复执行监理业务时,应当增加不超过十四(14)日的用于恢复执行监理业务,并按双方约定的数量支付监理报酬。

**Article 36** After the Supervisor has finalized the completion acceptance and handover procedures with the Client, and the Contractor has signed an Project Quality Warranty Responsibility Statement with the Client, the Supervisor has received all the payments from the Client, this Contract shall be terminated, except for any clauses concerning the parties' liabilities, which may be used, according to limitation period stipulated by relevant laws, for claiming compensation. As to liabilities during the defect liability period, the parties may reach the agreement in the Particular Terms.

监理人向委托人办理完竣工验收及工程移交手续,承包人和委托人已签订工程质量保修责任书,监理人收到所有监理报酬,本合同即终止,除了有关双方的责任的条款,其应可按照相关法律法规的时效期限用以索赔。保修期间的责任,双方在专用条款中约定。

**Article 37** If either party hereto wishes to alter or terminate the Contract, he shall notify the other party in fourteen(14) days in advance. If loss is caused to the other party as a result of the termination of the Contract, the responsible party shall pay compensation except for circumstance where his(its) liabilities can be remitted in accordance with laws.

当事人一方要求变更或解除合同时,应当在十四(14)日前通知对方,因解除合同使另一方遭受损失的,除依法可以免除责任的外,应由责任方负责赔偿。

**Article 38** If the Supervisor has not received a paying document within thirty(30) days from the due date of payment and nor has he received any written explanation from the Client, or the supervision services has been suspended for more than six(6) months in accordance with Article 36 and 37, the Supervisor can notify the Client to terminate the Contract. If no response from the Client has been received within fourteen(14) days from the date of notice, the Supervisor can make further notice of termination of the Contract. If no response from the Client has been received within forty-two(42) days from the date of the second notice, the Supervisor can terminate the Contract or suspend or continue suspending from performing all or part of supervision services at his discretion. The Client shall assume the corresponding responsibility for breach of the Contract.

监理人在应当获得监理报酬之日起三十(30)日内仍未收到支付单据，而委托人又未对监理人提出任何书面解释时，或根据第三十六条及三十七条已暂停执行监理业务时限超过六(6)个月的，监理人可向委托人发出终止合同的通知，发出通知后十四(14)日内仍未得到委托人答复，可进一步发出终止合同的通知，如果第二份通知发出后四十二(42)日内仍未得到委托人答复，可终止合同或自行暂停或继续暂停执行全部或部分监理业务。委托人承担相应的违约责任。

**Article 39** If the supervision services are suspended or terminated due to causes not on the part of the Supervisor, *force majeure* excluded, works required to resume supervision services or post-termination settlement works which result in the extension of the supervision period shall be deemed as Exceptional Services with the Client's approval and the Supervisor shall be entitled to obtain extra remuneration.

监理人由于非自己的原因而暂停或终止执行监理业务，不可抗力除外，其善后工作以及恢复执行监理业务的工作致使监理工期延长，经委托人认可，应当视为额外工作，有权得到额外的报酬。

**Article 40** If in the opinion of the Client that the Supervisor is not performing his obligations without justifiable reasons, he can inform the Supervisor of such opinion. If no response has been received within fourteen(14) days from the date of notice, the Client can, within twenty-one(21) days from the date of the first notice, inform the Supervisor by notice to terminate the Contract, and the Contract shall terminate immediately upon the delivery of said notice. The Supervisor shall assume the corresponding responsibility for breach of the Contract.

当委托人认为监理人无正当理由而又未履行监理义务时，可向监理人发出指明其未履行义务的通知。若委托人发出通知后十四(14)日内没有收到答复，[可在第一个通知发出后二十一(21)日内发出终止委托监理合同的通知]，合同即行终止。监理人承担相应的违约责任。

**Article 41** Termination of the Contract shall not prejudice or affect the accrued rights and liabilities of the parties.

合同协议的终止并不影响各方应有的权利和应当承担的责任。

**Payment**  
**监理报酬**

**Article 42** The remuneration for Normal Services, Additional Services and Exceptional Services shall be calculated in accordance with Article 10 of the Particular Terms. The Client shall pay the Supervisor in accordance with the time and amount stated in the Contract.

正常工作、附加工作和额外工作的报酬，按照监理合同专用条款中第十条的方法计算，并按约定的时间和数额支付。

**Article 43** The currency, exchange rate applicable to the Contract is stated in the Particular Terms.

本合同适用的货币币种、汇率在专用条款中陈述。

**Article 44** If any item or part of an item in a payment application submitted by the Supervisor is contested by the Client, the Client shall give notice with reasons within five(5) days from receiving the application and shall be entitled to delay the payment until a reasonable explanation has been given by the Supervisor.

如果委托人对监理人提交的支付申请书中报酬或部分报酬项目提出异议，应当在收到支付申请书五(5)日内向监理人发出表示异议理由的通知，除非得到监理人的合理解释，否则委托人有权延期支付相应金额。

Transfer and subcontract  
转让与分包

**Article 45** Neither party shall transfer all or any part of the contract, or any interest or right in the contract or under the contract to others. But either party:

- (a) In the case that the other party decides completely on its own, after obtaining its prior consent, it may transfer all or any part of it;

And

- (b) It can be used as a guarantee for a bank or financial institution to transfer the rights of due or becoming due payments under the contract.

任何一方都不应将合同的全部或任何部分，或合同中或根据合同所具有的任何利益或权益转让给他人。但任何一方：

- (a) 在另一方完全自主决定的情况下，事先征得其同意后，可以将全部或任何部分转让；

以及

(b) 可以作为以银行或金融机构为受款人的担保，转让其合同规定的任何到期或将到期应得款项的权利。

**Article 46** Without the written consent of the client, the supervision unit shall not start to implement, modify or terminate any subcontract of all or part of the services.

没有委托人的书面同意，监理单位不得开始实行、更改或终止履行全部或部分服务的任何分包合同。

## Others 其他

**Article 47** Under the consent of the Client, cost necessarily incurred by the Supervision personnel invited by the Client based on the Project construction requirements for going out on investigation purpose, testing materials and equipment can be reimbursed by the Client, within the budget scope, for actual expenses.

委托人根据建设工程需要邀请的监理人员出外考察、材料设备复试，其费用支出经委托人同意的，在预算范围内向委托人实报实销。

**Article 48** Within the scope of supervision services, if expert is needed to be employed for consulting or assistance purposes, the Supervisor shall bear such cost when the expert is employed by him, or else the Client shall bear such cost when the expert is employed by him out of the scope of supervision services.

在监理业务范围内，如需聘用专家咨询或协助，由监理人聘用的，其费用由监理人承担；在监理业务范围外由委托人聘用的，其费用由委托人承担。

**Article 49** If profit is generated for the Client as a result of recommendations made by the Supervisor, the Client may give bonus to the Supervisor at its own discretion.

监理人在监理工作过程中提出的合理化建议，使委托人得到了经济效益，委托人可以自行决定是否给予监理人经济奖励。

**Article 50** The on-site Supervision Team or its staff shall not accept any remuneration or economic benefits provided by the Contractor of the Project to be supervised. The Supervisor shall not take part in any activity that may have conflict with the interests of the Client prescribed in the Contract.

监理人驻地监理机构及其职员不得接受监理工程项目承包人的任何报酬或者经济利益。监理人不得参与可能与合同规定的与委托人的利益相冲突的任何活动。

**Article 51** The Supervisor shall not disclose any information that is declared by the Client to be confidential. The Supervisor shall not disclose any information provided and declared to be confidential by the Designer and the Contractor either.

监理人不得泄露委托人申明的秘密，监理人亦不得泄露设计人、承包人等提供并申明的秘密。

**Article 52** The Supervisor retains copyright of all documents prepared by him. The Client shall be entitled to use them or copy them only for the Project and need not obtain the Supervisor's permission for such use or copy.

监理人对于由其编制的所有文件拥有版权，委托人仅有权为本工程使用或复制此类文件，为此目的使用或复制这类文件时不需经监理人的许可。

## Settlement of Disputes 争议的解决

**Article 53** Any claim for loss or damage to the other party arising out of breach or termination of the Contract shall be settled by the negotiation between the Client and the Supervisor, if no agreement has been reached, it can be submitted to the administrative department in charge for mediation, if still no further agreement has been reached, the dispute shall be submitted to the arbitration body agreed by the parties for arbitration or to the People's Court for litigation.

因违反或终止合同而引起的对对方损失和损害的赔偿,双方应当协商解决,如未能达成一致,可提交主管部门协调,如仍未能达成一致时,根据双方约定提交仲裁机关仲裁,或向人民法院起诉。

### **Part III Particular Terms**

#### **第三部分 专用条款**

**Article 1** Laws applicable to the Contract and rules, regulations and reference standard on which the supervision is based are:

本合同适用的法律及监理依据的法规和标准:

1. The EPC Contract and any other contract in relation to the construction of the Project executed by the Client

本工程 EPC 总承包合同及委托方签署的与本项目工程施工相关的其他合同

2. This Supervision Contract

本工程监理合同

3. Laws, Regulations, Policies and Rules in respect of Construction of the State and Project Location

国家和工程所在地有关工程建设方面的法律、法规、政策和规定

4. Complete sets of construction design drawings, design modification and related documents

全套施工建设设计图纸、设计变更和其它有关文件

5. Relevant national provisions in law, regulation, and industry about construction supervision.

国家关于施工监理的有关法律、法规及行业的有关规定

6. Construction and acceptance procedures, regulations and quality inspection and evaluation standard issued by nation and industries.

国家及行业颁发的施工及验收规程、规范和质量验评标准

7. Current National Construction Norms and Quality Inspection Evaluation Criteria

现行的国家工程建设规范和质量检验评定标准

8. The Specifications formulated for this Project

为本工程制定的有关技术文件及规定

9. The Supervision Documents and Procedure formulated for this Project

为本工程制定的有关监理文件和程序

10. Other applicable laws and regulations

其他适用的法律法规

**Article 2** The scope of supervision

监理工作内容

To be responsible for construction quality, progress, contract and project information management, the coordination of the relationship between the Client and the Contractor, and to supervise the



Contractor to construct in a safety and civilized manner. The details of the Supervision Service are as follows:

负责本项目的施工质量、进度、合同、项目信息管理，协调委托人与承包人的关系，督促并检查承包人安全文明施工，监理工作具体有：

1. To assist the Client to execute the EPC Contract and any other contract in relation to the construction of the Project;

协助委托人执行 EPC 总承包合同及与本项目工程施工相关的其他合同；

2. To assist the Client and the Contractor to draw up the construction commencement report;

协助委托人与承包人编写施工开工报告；

3. To organize the disclosure of technical information of project design and joint review of the drawings;

组织设计交底与图纸会审；

4. To review the construction organization plan, technical scheme and progress schedule provided by the Contractor;

审核承包人提出的施工组织设计，施工技术方案和施工进度计划；

5. To supervise and inspect the Contractor to perform the Construction Contract and the National Technical and Construction Code, as well as the documents referred to at Article 1 hereof, to deal with the Contractor's violation against the EPC Contract, regulation or code;

对承包人执行工程承包合同和国家工程技术规范标准，以及第一条所规定的文件的情况进行督促和检查，参与承包方违约事件的处理；

6.To check the list of the material and equipment submitted by the Contractor, to inspect the raw material, semi-product, components and parts, equipment used for the Project; to reject the disqualified material, components and parts and equipment inconformity with the Construction Contract and standard;

审查承包人提出的材料和设备清单，对工程使用的原材料、半成品、构件、设备进行检查，有权拒绝使用不符合工程承包合同要求和标准规定的材料、构件和设备；

7.To inspect the construction progress and quality, to inspect and accept the divisional, sub-divisional and concealed works; to evaluate the construction progress. To report the construction progress in writing to the Client and organize regular meeting of construction per week;

检查工程进度和施工质量，验收分部分项工程和各项隐蔽工程，对工程进度进行评估。每周书面向委托人报告工程进度，每周组织召开施工例会；

8.To organize the Client, and the Contractor to handle the quality accident and provide corresponding solution and responsibilities division scheme; to supervise the implementation of the technical scheme for the quality accident; to inspect, accept and issue the certificate after the quality accident is settled;

组织委托人、承包人处理工程质量事故并提供处理方案和责任划分方案，监督质量事故技术处理方案的实施，并对事故处理进行验收和签证；

9. To compile the Supervision Documents and Specifications for filing;

整理监理文件和技术档案资料;

10. To organize the Contractor to conduct trial run, system performance test and engineering completion pre-Acceptance for the construction completion;

组织承包人进行试运行、系统性能测试、工程竣工预验收及验收、竣工清场等工作;

11. To assist the Client to carry out the Construction and Completion Acceptance;

协助委托人进行竣工与验收及验收等工作;

12. To submit the Supervision Evaluation Summary Report for the Project to the Client;

向委托人提交项目监理评估总结报告;

13. To provide HSE site service: Safety strategy, site safety supervision, health control, security of site office.

提供施工现场健康、安全和环境管理服务: 负责提供安全策略, 现场安全监督, 现场健康控制, 以及现场办公室安全等服务。

**Article 3** External conditions include: the Client shall be responsible for the coordination of all external relations in the construction of the Project, including the local government and authorities.

外部条件包括: 委托人负责本工程建设的所有包括政府等在内的外部关系的协调。

**Article 4** Project information requested by the Supervisor shall be provided by the Client beforehand where it is available.

对于监理人让委托人提供的工程资料, 如果有, 应事先提供。

**Article 5** All the engineering-related questions (including correspondence) between Client and supervisor, contractor and supervisor should be processed and answered in less than five (5) days. (except reaching additional agreement)

委托人与监理人、承包人与监理人之间所有与工程相关的问题(包括函件)处理与答复时间均不得超过五(5)天(达成协议者除外)。

**Article 6** The Client's Chief supervision engineer and on-site resident engineer see Appendix 2 Name List of Supervision Personnel.

委托人的总监理工程师为和现场常驻监理工程师见附录 2[监理人项目人员配置名单]。

**Article 7** During the term of the Contract, the Client shall provide or arrange the staff to form the Client's onsite team., or arrange for the provision by others, of personnel to form the Client's own site team. The Supervision Team shall co-operate with the Client's own team but shall not be responsible for them or their performance or rely on them or their performance for any of the services for which the Supervisor is responsible.

在合同期间, 委托人应提供或安排人员组成委托人的现场工作组。监理机构应与委托人的现场工作组合作, 但不对他们及其行为负责, 也不依靠他们及他们的行为来开展监理人负责的工作。

**Article 8** The number and qualification of the supervision personnel dispatched to the site by the Supervisor shall be in conformity with the personnel list and phased professionals access-to-site schedule agreed by the parties. Based on the actual construction requirements of each phase, the Supervisor shall adjust and increase personnel within the scope of the personnel list in accordance with the Client's requirements. The Client is entitled to carry out the personnel qualification inspection and attendance assessment according to the professionals access-to-site schedule. In case of any nonconformity of qualification or understaffing, as appropriate, the Supervisor's remuneration will be deducted.

监理人派驻现场的监理人员数量和人员资质,必须符合双方商定的人员表和分阶段专业人员进场计划表的规定。根据各阶段实际施工需要,监理人有义务根据委托人要求,在人员表人员的范围内调整和增加人员。委托人有权根据专业人员进场计划表进行人员资质检查和出勤考核。如发现有不符资质及缺员情况,将酌情扣发监理人报酬。

**Article 9** The Supervisor agrees to pay compensation if he fails to discharge his duties, [accumulated amount of compensation shall not exceed the total payment by the Client to the Supervisor (taxes deducted)], except for the compensation specified in Article 26 of General Terms. Compensation fee = the direct loss x the Supervision Remuneration Rate (taxes deducted). The Supervision Remuneration Rate shall be the rate of total supervision fee divided by total cost of the Project. The maximum amount of compensation payment from either party to the other party shall be limited to 20% of the total price of the supervision contract.

监理人在监理服务期内如果失职,其同意赔偿损失[累计赔偿额不超过监理报酬总数(扣税)],本合同标准条件第二十六款规定赔偿的情况除外。赔偿金=直接经济损失\*报酬比率(扣除税金),报酬比率为监理费和项目总造价的比率。任何一方向另一方支付赔偿的最大数额应限于监理合同总价的 20%。

In the case that on-site resident supervision engineer leaves without approval of the Client, the Supervisor shall pay the Client liquidated damages at the rate of 3000 RMB per day.

未经委托人同意,现场常驻监理工程师擅自离开工程场地的,监理人应按 0.3 万元人民币/天向委托人支付违约金。

**Article 10** The Client agrees to pay the Supervisor for his Normal Services in an amount calculated in the following way and at the following time:

委托人同意按以下的计算方法、支付时间与金额,就监理人提供的正常监理工作支付其报酬:

1. The Supervision Service Period: starts from the day, on which the Supervision Commencement Notice is issued by the Client, and the Supervision Service Period from construction preparation to project Completion. The date of service termination is subject to the Client's written notice.

监理服务期:按委托人书面通知监理服务开始日起算,从施工准备直到移交生产后竣工验收通过后结束,服务结束时间以委托人书面通知为准。

2. The Supervision Service Fee: Anhui Zhongding Precision Technology Co., Ltd. distributed PV Project(including Phase I 3499.2kWp and Phase II 2500.2kWp distributed PV Project. ) from supervision engineer on site to the project site completion clearance. The total fee during the above-said Supervision Service 22,500 RMB Yuan per month (include tax) including travel expense, allowance and local board and lodging for all the Client's staffs.

监理服务费:项目为安徽中鼎精工技术有限公司分布式光伏发电项目(含一期 3499.2kWp 和二期 2500.2kWp 分布式光伏发电项目),按现场监理工程师常驻现场开始日起算,直到撤离现场结束。本项目总监理服务费价款为:2.25 万元人民币/月(含税),包含监理人所有人员差旅、补助、现场食宿。

Staff arrangement for the above price is one (1) on-site resident supervision engineer who shall be full-time and on-site residency, one (1) chief supervision engineer who shall inspect, be fully responsible for project quality and documenters and translators shared with other projects.

以上价格包含的人员配置为：一个现场常驻监理工程师，全职，常驻现场。一个总监理工程师，巡检，对项目质量全面负责，以及与其他项目共享的资料员及翻译。

Man-month calculation method would be settled depending on the onsite duration of Supervisor. Settlement starts from the date when on-site supervision engineer is officially onsite (informed by the Client), and terminates after the construction completion acceptance and official notice of departure from the Clients. The service before onsite and after completion is not accounted into man-month duration. Supervisor shall fill the working time sheet which shall be confirmed by the Client. 人月计算方式按监理实际在现场的时间结算。结算以现场监理工程师正式进驻现场之日开始计算（由委托人通知），以竣工验收后接到委托人正式通知离场为止。进入现场之前以及验收后离开现场之后的服务，不计算人月时间。专监在现场应每天填写工时单，由委托人确认。

3. If the service is interrupted, the time during the interruption will not be included in the service time.  
如服务中断，中断期间的时间不计入服务时间。

Settlement is billed according to the calendar month. If the site supervision engineer is on site for less than one month, the supervision service fee will be converted according to the number of working days on site.

按日历月结算，如现场监理工程师驻场不足一月，则按照在现场的工作天数折算监理服务费用。

Supervision fee paid by the Client is according to calendar month, and shall be paid to the Supervisor within 20 working days after receiving payment application request, completion confirmation and the invoice of supervision service with 6% tax rate paid by the Clients.

委托人向监理人支付的监理费用按月结算，于每月收到监理人出具的支付申请表，完工确认单及税率为 6% 的监理服务费发票后 20 个工作日内向其支付。

4. The service fee of extension period of the above-said Supervision Service Period: if the supervision service period exceeds five(5) months(150 days), the Client shall pay reasonable fees according to the Project works and site supervision requirements, and the supervision fee of the extension period shall be negotiated by the parties.

监理服务期延长期的服务费用：如果监理服务累计超过五(5)个月（150 日），委托人要按工程内容和现场监理工作要求，合理支付费用，延长期监理费用由双方商定。

**Article 11** The parties hereto agree that the payment shall be made in Chinese Yuan Renminbi.

双方同意用中国货币人民币元支付报酬。

**Article 12** Bonus Clause: Depending on mutual consultation.

奖励办法：由双方协商解决。

**Article 13** If a dispute arises between the parties in connection with, or arising out of the Contract, the parties shall settle such dispute by negotiation in a timely manner. If no agreement has been reached, the parties agree to submit the dispute to the China International Economic and Trade

Arbitration Center for arbitration. The place of arbitration shall be in Beijing. The Arbitration language shall be Chinese and English.

如果双方就本合同或因本合同产生争议，双方应及时协商解决。协商不成的，双方同意将该等争议提交至中国国际经济贸易仲裁委员会进行仲裁。仲裁地应为北京。仲裁语言为中文和英文。

## Section II Appendices/ 合同附录表

Appendix 1 (Supervision service scope)/附录 1(监理服务范围)

Appendix 2 (Name List of Supervision Personnel)/附录 2(监理人项目人员配置名单)

Appendix 3 (Supervision Schedule)/附录 3(监理人进场计划)

Appendix 4 (Health, Safety and Environmental Protection Agreement of Contractor/Related Parties)/附录 4(承包商相关方健康安全环保协议)

Appendix 5 (Supervision Agreement)/附录 5(监理人协议文件)

附录[1]（监理服务范围）  
Appendix 1: Supervision Service Scope

监理工作主要是依据国家相关的法律、法规和对施工监理的有关规定以及本合同委托人与承包人所签订的合同，在本工程项目建设过程中协助委托人进行以控制投资、进度、质量和安全为核心的监督、管理、协调等服务，使本工程项目全面地实现投资目标、进度目标、质量目标和安全目标。

The supervision is mainly based on relevant laws and regulations of China, relevant regulations of the construction supervision and the contract signed by the Client of the Contract and the Contractor to assist the Client in the supervision, management and coordination and other services with the investment, progress, quality and safety control as the core during the construction process of the Project, thus fully achieving the investment, progress, quality and safety objectives of the Project.

本监理工程范围为Ekka 11.3MW分布式光伏发电项目的全部建设工作，包括施工准备、土建施工、安装施工、调试直至竣工预验收、竣工验收等全过程的监理工作。监理服务包括上述工程范围内的施工准备、设备材料采购、施工、调试、试运行、竣工验收资料归档管理、工程移交、达标投产、工程监理总结等全方位、全过程的监理服务内容。监理的具体工作包括但不限于如下范围：

The supervision scope of the Project is all constructions related to Ekka 11.3MW Distributed Photovoltaic Power Generation Project, including construction preparation, civil construction, installation construction, debugging until the completion pre-acceptance, completion acceptance and other supervisions in the whole process. The supervision service includes the construction preparation, procurement of the equipment and materials, construction, debugging, commissioning, archiving management of the completion acceptance data, project handover, production up to standard, engineering supervision summary and other supervision services in whole dimensions and the whole process of the above project scope. The detailed supervision includes but is not limited to the followings:

## **1 总的要求**

### **1 General requirement**

1.1 监理规划应在签订委托监理合同后开始编制，并在召开第一次工地会议前报送



contract negotiation, and propose supervision opinions.

1.6 审查承包人选择的分包单位、试验单位的资质，确认项目特种作业人员的资质、技能培训、岗位证书有效性，对各种违规情况进行处理，督促责任单位及时纠正。

1.6 It is required to review the qualification of sub-contractors and test organizations chosen by the Contractor, and confirm the qualification and skill training and effectiveness of the post certificate of the special operation personnel of the Project. Besides, all violation conditions shall be handled and responsible organizations shall be supervised for timely correction.

1.7 参加并接受外部审核和监督检查（包括政府行政管理部门组织的质量、安全、消防、环境等方面的监督检查）。

1.7 It is required to participate in and accept the external review and supervision inspection (including the supervision inspection in quality, safety, fire, environment and other aspects organized by the administrative departments of the government).

1.8 编制整理监理工作的各种文件、通知、记录、检测资料等，合同完成或终止时按有关规定交给委托人。

1.8 It is required to prepare and arrange all documents, notifications, records, testing data and others of the supervision, which shall be submitted to the Client when the Contract is completed or terminated according to relevant regulations.

## **2 施工过程的监理**

### **2 Supervision during the construction process**

#### **2.1 安全管理**

#### **2.1 Safety management**

##### **2.1.1 安全监理工作**

##### **2.1.1 Safety supervision**

2.1.1.1 全面做好建设工程安全生产管理工作。

2.1.1.1 It is required to completely carry out the safe production and management of the development project

- 与委托人签订安全生产责任书(见附录5[HSE承诺书])。全面贯彻执行国家有关工程建设安全管理的方针、政策、法律、法规有关建设工程安全管理的理念、制度和规定。

factors, emergency plans, construction scheme, special measures, etc., it is required to organize the audit, propose supervision opinions and carry out the multi-level management. Besides, it is required to be responsible for the supervision and inspection of the implementation and completion of the above plans, emergency plans, measures and schemes of the Contractor and the necessary record shall be made.

2.1.1.2 监理人应当对承包人施工组织设计、施工技术方案及现场布置方案中涉及安全、文明施工、环境保护措施进行审查。要求承包人制订有针对性的安全措施，重点落实各级安全责任制、班组安全建设和分包管理等，还需同时审查施工组织设计中的安全技术措施或者专项施工方案是否符合工程建设强制性标准。

2.1.1.2 The Supervisor shall review the safety, civilized construction, environmental protection measures involved in the construction management plan, construction technology scheme and on-site layout scheme of the Contractor. The Contractor shall develop targeted safety measures and focus on the implementation of the safety responsibility system at all levels, group safety construction, sub-contractor management, etc. Besides, it is required to review the safe technology measures in the construction management plan or whether the special construction scheme conforms to the compulsory standard of the project construction.

2.1.1.3 监理人在实施监理过程中，发现存在安全事故隐患的，应当要求施工单位整改；情况严重的，应当要求施工单位暂时停止施工，并及时报告委托人。施工单位拒不整改或者不停止施工的，监理人应当及时向有关主管部门报告。

2.1.1.3 During the supervision implementation process, if the Supervisor finds existing safety accident potential, it shall require the Construction Organization for rectification. If the condition is severe, it shall require the Construction Organization for temporary construction suspension and timely report to the Client. If the Construction Organization refuses the rectification or does not stop the construction, the Supervisor shall timely report to the relevant competent department.

2.1.1.4 监理人应当按照法律、法规和工程建设强制性标准实施监理，并对建设工程安全生产承担监理责任。

急响应预案、交叉作业方案及措施的审核，负责指导、监督、检查承包人对以上措施、方案的执行、落实情况，并对指导、监督检查情况形成必要的记录。

2.1.2 It is required to be responsible for the review of the dangerous operation control measures, major hazard sources, control plans for major environmental factors, emergency response plans, intersection operation scheme and measures of the Contractor, and the guidance, supervision and inspection of the implementation and completion conditions of the above measure and schemes by the Contractor. Besides, the necessary record shall be made for the guidance, supervision and inspection conditions

2.1.3 对危险性生产区域、关键施工部位等，在施工前应组织进行专门的安全（技术）交底；对交叉作业负责督促，检查承包人安全（技术）交底并形成必要的记录。

2.1.3 Before the construction, the special safety (technical) disclosure shall be organized for the dangerous production areas, key construction parts, etc. It is required to be responsible for the urging of the intersection operation, and inspect the safety (technical) disclosure of the Contractor. Besides, the necessary record shall be made.

2.1.4 参加项目安全 and 环境事故、事件及纠正预防措施的验证，负责承包人不符项、纠正预防措施的评审以及实施的监督工作，并参加/配合各类事故、事件的调查处理工作。

2.1.4 It is required to participate in the verification of safety and environment accidents, events and the correction and prevention measures of the Project, and be responsible for the review of the unqualified items, correction and prevention measures of the Contractor and the executive supervision. Besides, it is required to participate in/ cooperate in surveys and the handling of all kinds of events and accidents.

2.1.5 负责光伏电站内通行安全、消防安全管理工作的监督和检查。

2.1.5 It is required to be responsible for the supervision and inspection of traffic safety, fire safety management in the photovoltaic power station.

2.1.6 遇到威胁安全的重大问题时，监理人有权提出“暂停施工”的通知，并通报委托人。

2.1.6 When there is a major problem threatening the safety, the Supervisor has the right to deliver the “construction suspension” notification and shall report to the Client.

2.1.7 检查、督促承包人在现场必须按照施工技术措施和有关规程规范的要求，设

inspection plan and the organization of the civilized construction, daily supervision inspection, special inspection and phased and major inspection of the civilized construction, follow the rectification condition of the Contractor and verify the rectification results.

2.1.10.3 负责文明施工接口协调的管理。

2.1.10.3 It is required to be responsible for the management of the coordination of civilized construction connectors.

2.1.10.4 负责定期组织召开文明施工例会，协调文明施工有关情况。

2.1.10.4 It is required to be responsible for the regular organization of holding the regular conference of the civilized construction and the coordination of the conditions related to the civilized construction.

## 2.2 质量管理

### 2.2 Quality management

2.2.1 全面负责工程项目日常的质量管理，应对施工过程中对质量有影响的人员、设备、材料、施工机具、施工方法及施工工艺、施工环境等因素进行全面监督和检查，对发现的质量问题及时通报责任单位，采取措施加以整改，并及时把结果以书面形式上报委托人。

2.2.1 It is required to be fully responsible for the daily quality management of the Project, and completely supervise and inspect the personnel, equipment, materials, construction machines, construction methods, construction processes, construction environments and other factors that affect the quality during the construction process. If there is an existing quality problem found, it shall be timely reported to the responsible department and the measures shall be taken for rectification. Besides, the results shall be timely reported to the Client in the written form.

- 建立、健全有效的监理质量保证、管理体系，并持续有效运行。坚持对施工全过程、全方位的质量监理，坚持事前检查和工序工序的严格控制，形成有效的闭环管理。
- It is required to establish and perfect the effective supervision quality guarantee and management system, which shall be continuously and effectively operated. It is required to continuously supervise the quality during the whole construction process

assurance system of the Contractor, urging its quality management personnel to substantially implement such systems. It is also required to be responsible for reviewing the quality planning document (quality inspection plan, test plan, quality measures, and others) of the Contractor and confirming the integrity and exactness.

负责对承包人的施工组织设计、施工方案和特殊措施进行审查，协助委托人组织评审，并对交底工作和具体实施进行监督。组织审查承包人编制的专业施工组织设计、施工技术方案、施工作业指导书、施工质量保证措施等。对施工中可能出现的问题提出预防性的措施，做好防止质量通病的预控工作。

It is required to be responsible for reviewing the construction management plan, construction scheme, and special measures of the Contractor, assisting the Client to organize the review, and supervising the disclosure and specific implementation. It is also required to organize review for the professional construction management plan, construction technology scheme, construction operation instruction, construction quality assurance measures, and others prepared by the Contractor. Besides, it is required to propose the preventative measures for the potential problems during construction and complete the pre-control to prevent common quality problems.

2.2.5 当承包人发生严重违章作业及发生可能给工程建设质量留下重大隐患，有权提出“暂停施工”的通知，并上报委托人。

2.2.5 When the Contractor has serious violations of regulations and the major hidden dangers to the project construction quality may be left, the Supervisor is entitled to issue a notice of “construction suspension” and report it to the Client.

2.2.6 负责监督承包人工程现场材料质量的管理，负责对施工过程中见证取样材料复验和材料的抽样检验，以及材料代用的审批，对检验发现的设备、材料缺陷及施工过程中发现或产生的缺陷提出处理意见，报委托人并协助处理。

2.2.6 It is required to be responsible for supervising the Contractor's management of the material quality on the project site and witnessing the re-inspection of sampling materials and the sampling inspection of materials during the construction process, as well as the approval of material substitution. It is also required to be responsible for proposing the handling suggestion for the equipment and material defects found in the inspection and the defects found or generated during the construction and reporting to the Client and

2.2.13 负责定期组织召开工程质量例会。

2.2.13 It is required to be responsible for organizing holding project quality meetings regularly.

## 2.3 进度管理

### 2.3 Progress management

2.3.1 协助委托人编制、调整进度计划, 审核承包人的进度计划, 并确认承包人进度数据的正确性、实时性和完整性, 对造成工程进度滞后的原因进行分析, 及时提出改进、调整进度计划的意见与建议。

2.3.1 It is required to assist the Client to prepare and adjust the schedule, review the schedule of the Contractor, and confirm the exactness, timeliness, and integrity of the Contractor's progress data. It is also required to analyze the reasons leading to the lag of the project progress and propose the opinions and suggestions to improve and adjust the schedule in time.

2.3.2 负责审核单位工程开工报告, 单位工程开工前应对所有开工条件进行确认。

2.3.2 It is required to be responsible for reviewing the commencement report of the unit project and determine all commencement conditions before commencement of the unit project.

2.3.3 负责审核停工令建议, 负责复工条件的确认和审核。

2.3.3 It is required to be responsible for reviewing the suggestions of stop work order and confirming and reviewing the resumption conditions.

2.3.4 负责审核承包人提出的停工报告申请, 负责复工条件的确认及审核。

2.3.4 It is required to be responsible for reviewing the application for stop work report proposed by the Contractor and confirming and reviewing the resumption conditions.

2.3.5 负责进行每周的工程进度盘点, 协助进行每月的工程进度盘点, 及时发现影响进度的原因及潜在因素, 提出相应的纠偏措施, 向委托人报告。

2.3.5 It is required to be responsible for checking the weekly project progress and assisting to check the monthly project progress. It is also required to be responsible for promptly finding the reasons and potential factors that may affect the progress, proposing the corresponding deviation correction measures, and reporting to the Client.

## 2.4 造价管理

transportation scheme, and standby inspection of the loading and unloading of special equipment.

2.5.2 检查进场原材料、设备、构件的采购、入库、保管、领用等管理制度及其执行情况。

2.5.2 It is required to check the management system and implementation of the procurement, storage, custody, and use of incoming raw materials, equipment, and components.

2.5.3 参加设备的开箱检验，按验收标准核查主要安装用材料、设备质量，提出有关验收问题的监理意见。负责检查设备、物资现场贮存、防护、保养情况，负责设备领用申请的确认和备品、备件及专用工具借用申请的审核。

2.5.3 It is required to participate in the open-box inspection of the equipment, review the main installation materials and equipment quality according to the acceptance standards, and propose the supervision opinion of relevant acceptance problems. It is also required to be responsible for checking the on-site storage, protection, and maintenance of the equipment and materials, confirming the equipment use application, and reviewing the use application of the spares, spare parts, and special tools.

2.5.4 负责施工、调试过程产品防护的日常监督，负责审核承包人编制的防护措施，监督、检查承包人防护措施的落实、执行情况，并及时将问题向委托人反馈，敦促责任单位及时整改。

2.5.4 It is required to be responsible for daily supervision of product protection during construction and debugging, reviewing the protective measures prepared by the Contractor, supervising and inspecting the implementation and performance of the Contractor's protective measures, and promptly reporting problems to the Client and urging the responsible organization to rectify it in time.

2.5.5 负责应委托人要求对组件和逆变器等关键和重要设备生产厂家进行考察等工作。

2.5.5 It is required to be responsible for the inspection and other works of the production manufacturers of modules, inverter and other key and important equipment required by the Client.

## 2.6 技术管理



2.6.2 参加项目技术管理网络，负责提供有效的、需承包人遵守的工程技术规程、规范清单，要求承包人执行。

2.6.2 It is required to participate in the technical management network of the Project, and be responsible for the provision of the effective technical procedure and procedure list of the Project to be followed and performed by the Contractor.

2.6.3 审查承包人提交的施工组织设计、专业施工组织设计、施工技术方案、施工质量保证措施、安全文明施工措施、进度计划、现场二次设计等。负责组织对施工过渡方案、重大施工方案和措施的评审、系统接口设计的技术、安全交底，按设计图及有关标准，对承包人的工艺过程或施工工序进行检查和记录，对加工制作及工序施工质量检查结果进行记录。

2.6.3 It is required to review the construction management plan, professional construction management plan, construction technology scheme, construction quality guarantee measures, safe and civilized construction measures, schedule, on-site secondary design, etc. submitted by the Contractor, and be responsible for organizing the review of the construction transition scheme, major construction scheme and measures, and technical and safety disclosure of system connector design. Besides, according to the design drawings and relevant standards, the inspection and record for the process procedure or construction process of the Contractor shall be carried out and it is required to record inspection results of the processing manufacturing and process construction quality.

2.6.4 应对在施工监理过程中发现的设计问题提出监理意见。

2.6.4 It is required to propose supervision opinions about design problems found during the construction supervision.

2.6.5 参与制定《项目竣工档案管理实施细则》，定期对参建单位工程文件的产生和收集以及档案编制工作进行指导、检查，负责对承包人提交竣工档案的完整、准确、系统情况和案卷质量进行审查，直至通过档案专项检查、验收。

2.6.5 It is required to participate in the formulation of *the Implementation Rules on Completion Archive Management of the Project*, periodically guide and inspect the generation and collection of the project documents of participation organizations and the preparation of archives, and be responsible for the examination of the integrity, accuracy, system conditions and archive quality of the completion archives provided by the

agreements in the General Contract and the safety, progress, quality and other requirements of the Project.

3.2 组织试运行、系统性能测试项目的质量验收与签证，检查和确认机组进入整套启动试运条件，督促工程各参加单位按机组达标的要求完成整套启动各项工作。

3.2 It is required to organize the commissioning, quality acceptance and certification through the signing of system performance testing items, check and confirm that the whole set of the unit is activated in commissioning conditions, and urge all participation organizations of the Project to complete the whole set activation work according to the unit standard requirements.

3.3 参加设备代保管的移交和协调工作。

3.3 It is required to participate in the custodial handover and coordination of the equipment.

3.4 对调试过程中的质量、安全、进度进行监督管理，保证机组调试的质量管理在受控状态。

3.4 It is required to supervise and manage the quality, safety and progress during the debugging process, thus ensuring that the debugging quality management of the unit is under control.

#### **4 试运行后的监理**

##### **4 Supervision after the commissioning**

4.1 负责组织提出工程遗留尾工及其处理意见，参与工程遗留尾工的处理，参与、配合机组性能考核试验。

4.1 It is required to be responsible for organizing the proposal of the residual unfinished works of the Project and its handling opinions, participating in the handling of the residual unfinished works of the Project, and participating in and coordinating in assessment tests of unit performances.

4.2 负责组织机组交付后的不合格及潜在不合格的处理。

4.2 It is required to be responsible for organizing the handling of unqualified and potentially unqualified products after the delivery of the unit.

4.3 参与竣工预验收和工程竣工验收，负责竣工验收中应提供的工程质量监督与监理文件。

## 附录[2] （监理人项目人员配置名单）

## Appendix 2 Name List of Supervision Personnel

编号 SN	职位 Position	姓名 Name	职称、执业 资质 Professional Title & Qualification	证书号 Certificate No.	项目名称 Sub-Project	备注 Remark
1	总监理工程师 Chief Supervision engineer	王立杰	注册监理工 程师	00549422	安徽中鼎精 工技术有限 公司分布式 光伏发电项 目	
2	监理工程师 Supervision engineer	宋龙	工程监理员	JC2020005121		常驻现场 onsite
3	资料员 Documenter	宋龙	安全生产管 理证书	20332041301182		

附录[3] （监理人员进场计划）

Appendix 3 Supervision Schedule

编号 SN	实施内容 Content	开始时间 Starting Time	截止时间 Ending Time	备注 Remark
1	开工报审 Initiation review	开工前一周	项目入场前	收到业主方书面或邮件通知
2	开工 Notice to processed	NTP	项目并网验收	
3				
4				

## HSE Commitment Letter

### HSE 承诺书

鉴于常州正衡电力工程监理有限公司与宣城市锐弘光伏发电有限公司签署的安徽中鼎精工技术有限公司分布式光伏发电项目（含一期 3499.2kWp 和二期 2500.2kWp 分布式光伏发电项目）建设工程委托监理合同约定的服务中的相关健康、安全和环境保护事宜，特做出如下承诺：

In consideration of the relevant occupational health, safety and environmental protection issues in the services stipulated in the Anhui Zhongding Precision Technology Co., Ltd. distributed PV Project(including Phase I 3499.2kWp and Phase II 2500.2kWp distributed PV Project. ) signed between Changzhou Zhengheng Power Engineering Supervision Co., Ltd and Xuancheng City Ruihong Photovoltaic Power Generation Co., Ltd, we will fulfill the following commitments as our obligations:

1. 乙方应贯彻落实“安全第一、预防为主、综合治理”的安全生产方针，认真执行国家、地方及行业有关健康、安全和环境保护的法律、法规、标准、规章制度及操作规程，以及委托人和其它相关方健康、安全和环境保护的相关要求。

Part B shall implement the safety production policy of "safety first, prevention first, comprehensive management", and conscientiously practice national, local and industry laws, regulations, standards, rules and requirements on occupational health, safety and environmental protection, as well as the related requirements for the occupational health, safety and environmental protection from Client and other stakeholders.

2. 乙方在提供合同约定的服务过程中必须严格履行健康、安全和环境保护相关的责任及义务，包括但不限于以下内容：

Part B must strictly perform its responsibilities and obligations related to occupational health, safety and environmental protection in the process of providing the services agreed in the contract, including but not limited to the following:

- I. 按照《中华人民共和国安全生产法》及相关法规的要求对员工进行健康安全培训，并确保员工具备从事相关工作内容的健康安全知识和技能；  
Provide employees with appropriate occupational health and safety training in accordance with the requirements of the <People's Republic of China Safety Production Law> and related regulations, and ensure that employees have the occupational health and safety knowledge and skills to engage in relevant work arrangement;
- II. 对服务过程中存在的潜在健康、安全和环境风险进行识别和评估，并采取相关的预防措施将风险降至可接受水平；  
Identify and assess potential occupational health, safety and environmental risks existing in the service process, and take relevant preventive measures to reduce the risks to acceptable levels;
- III. 对委托人所提出的关于健康、安全和环境保护方面的疑问进行确认，并在客观证据充分的情况下实施必要的纠正和改进措施；  
Confirm the queries raised by Client regarding occupational health, safety and

environmental protection, and implement necessary corrective and improvement measures when objective evidence is sufficient;

- IV. 对工作中存在的风险及相关的预防措施对员工进行告知, 并监督员工的执行情况;  
Inform employees of risks and related preventive measures at work, and monitor their implementation;
- V. 为员工提供合适的且满足委托人和其它相关方要求的劳动防护用品, 培训员工如何正确使用相关劳动保护用品, 并确保其良好的使用状态;  
Provide employees with suitable personal protection equipment that meet the requirements of Client and other stakeholders, provide the suitable training for employees on how to properly use relevant personal protection equipment, and guarantee they are in good condition while using;
- VI. 禁止强令员工进行冒险作业;  
Never assign employees to take risky operations;
- VII. 特种作业人员和特种设备操作人员应在上岗前按照相关法规要求取得相应的资格证书, 并定期进行复审以保持证书在从业期间有效;  
Special operations personnel and special equipment operators should obtain corresponding qualified certificates in accordance with relevant laws and regulations before they start their job, and periodically review the certificates to keep them valid during their employment;
- VIII. 使用合格的的安全生产设施、设备和器材, 并保持良好的使用状态;  
Use qualified safety production facilities, devices and equipment and maintain good use;
- IX. 应具备健康、安全和环境保护的相关预案。  
There should be relevant emergency response plans for occupational health, safety and environmental protection.

3. 乙方应承担合同约定服务内容相关健康、安全和环境保护的主体责任, 因以下情况造成健康、安全或环境事故的, 由乙方自行负责调查处理, 委托人不予承担任何责任, 并有权追究乙方及当事人相关的责任, 如给委托人或其它相关方造成损失的须进行相应赔偿:

Part B shall bear the main responsibility for occupational health, safety and environmental protection related to the services agreed in the contract. If occupational health, safety or environmental accidents are caused due to the following conditions, Part B shall be responsible for investigation and handling. Client shall not bear any responsibility and shall have the right to ascertain the related responsibilities of Part B and the parties. If they cause losses to Client or other stakeholders during conducting the services, corresponding compensation shall be made:

- I. 乙方违约;  
Part B defaults.



- II. 乙方员工违章操作;  
Illegal operations of Part B employees.
- III. 乙方员工本人如: 身体、疾病、醉酒、情绪失控等等自身原因;  
Part B employees such as: physical, illness, drunkenness, emotional runaway, etc.
- IV. 乙方员工之间或乙方与其相关方之间的矛盾;  
Contradictions between Part B employees or between Part B and its related parties.
- V. 乙方员工违反作业场所相关方的健康、安全和环境保护的相关规定;  
Employees of Part B violate relevant occupational health, safety and environmental protection rules on site of the stakeholders.
- VI. 乙方因交通事故造成的人员伤亡及财产损失。  
Part B's casualties and property damage caused by traffic accidents.
4. 由于乙方在履行合同约定服务内容时而导致的与其它相关方的纠纷须由乙方负责;  
Part B shall be responsible for any disputes with other related parties due to Part B's performance of the contracted services.
5. 由于不可抗力(如战争、动乱、自然灾害、疫情等)在合同约定的服务过程中造成的人员伤亡或财产损失, 当事人双方依据合同中双方的约定, 各自承担相应的损失;  
Due to force majeure (such as war, turmoil, natural disasters, and epidemics, etc.) during the contracted service process caused human casualties or property losses, both parties should refer the relevant provisions in the contract to bear the corresponding losses.
6. 乙方招用的分包商, 必须具备承担相关服务项目的施工资质和安全资格, 从事特种作业或特种设备操作的人员必须经过专业培训并取得特种作业资格证书, 乙方招用的分包商的安全责任由乙方承担, 委托人不直接对乙方招用的分包商进行管理;  
The subcontractor recruited by Part B must have the construction qualifications and safety qualifications for undertaking related service items. The personnel engaged in special operations or special equipment operations must undergo professional training and obtain a special operation qualified certificate. The safety obligations of the subcontractor recruited by Part B should be borne by Part B, while Client does not directly manage the subcontractors recruited by Part B;
7. 如发生任何违反上诉健康、安全和环境保护条款的行为, 委托人有权进行相应的处罚, 具体罚则参考委托人承包商管理要求。  
In the event of any violation of the occupational health, safety and environmental protection provisions of the appeal, Client has the right to impose corresponding penalties. For specific penalties, refer to Client's contractor management requirements.

乙方 Part B (公章或合同专用章 Official or contract seal) :

日期 Date: 年 Year 月 Month 日 Day

