

合同编号: SUP21-156-SCN5-CHN367-HSYJ

Contract No.: SUP21-156-SCN5-CHN367-HSYJ

# 建设工程监理合同

## Construction Supervision Contract

委托人: 阳西县新必奥光伏科技有限公司 (章)  
Client: Yangxi Symbior Solar Technology Co., Ltd. (seal)

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

日期: 2021 年 9 月 6 日

Date: 2021.9.6

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## 第一部分协议书

### Part I Agreement

委托人（全称）：阳西县新必奥光伏科技有限公司

**Client (full name): Yangxi Symbior Solar Technology Co., Ltd.**

监理人（全称）：常州正衡电力工程监理有限公司

**Supervisor (full name): Changzhou Zhengheng Power Engineering Supervision Co., Ltd.**

根据《中华人民共和国民法典》、《中华人民共和国建筑法》及其他有关法律、法规，遵循平等、自愿、公平和诚信的原则，双方就下述工程委托监理与相关服务事项协商一致，订立本合同。

This Contract is made and entered into by and between the foregoing parties in respect of the construction supervision and related services undermentioned on the principle of equality, voluntariness, fairness and good faith through consultation in accordance with *the Civil Code of the People's Republic of China*, the *Construction Law of the People's Republic of China* and other relevant laws and regulations.

#### 一、工程概况

##### I. Project overview

1. 工程名称：阳江亨氏 1.341MWp 屋顶分布式光伏发电项目

1. Project name: Yangjiang Heinz 1.341MWp Rooftop distributed PV power Project

2. 工程地点：广东省阳江市阳西县织篢镇卡夫亨氏大道 1 号-卡夫亨氏（阳江）食品有限公司

2. Location: No. 1 Kraft Heinz Avenue, Zhigong Town, Yangxi County, Yangjiang City, Guangdong Province – Kraft Heinz (Yangjiang) Foods Co., Ltd.

3. 工程规模： 1.341MWp ；

3. Project scale: 1.341MWp ；

4. 工程概算投资额： /元。

4. Estimated investment:/yuan.



## 二、词语限定

### II. Definitions

协议书中相关词语的含义与通用条件中的定义与解释相同。

Words and expressions used in the Agreement shall bear the same definitions and interpretation as those defined in the General Conditions.

## 三、组成本合同的文件

### III. Contract documents

1. 协议书;

1. Agreement;

2. 建设工程监理委托书 (由投资方直接委托监理单位);

2. Power of Attorney for Construction Project Supervision (direct entrust of the Supervisor by the Investor)

3. 监理服务大纲;

3. Outline of supervision services;

4. 专用条件;

4. Particular Conditions;

5. 通用条件;

5. General Conditions;

6. 附录, 即:

6. Appendixes, namely:

附录 A 相关服务的范围和内容

Appendix A Scope and Content of Related Services

附录 B 委托人派遣的人员和提供的房屋、资料、设备

Appendix B Staff, Houses, Materials and Equipment provided by the Client

附录 C 监理人提供的设备

Appendix C Equipment provided by the Supervisor

本合同签订后, 双方依法签订的补充协议也是本合同文件的组成部分。

Any supplementary agreement that is entered into by the two parties after the signing of the Contract is also a component of the Contract.

## 四、监理工程师

### IV. Supervising Engineer

总监理工程师 (非现场) 姓名: \_\_\_\_\_, 身份证号码: \_\_\_\_\_;



Name of General Supervising Engineer (Non-Site):\_\_\_\_\_, ID Card No.:\_\_\_\_\_;

现场监理工程师：姓名：\_\_\_\_，身份证号码：\_\_\_\_；

Name of Site Supervising Engineer:\_\_\_\_, ID Card No.:\_\_\_\_\_;

## 五、签约酬金

### V. Contract Amount

签约酬金（大写）：含税价人民币柒万元整（含税价¥70,000.00 元）。

Contract amount (in words): RMB70,000.00 (VAT included) .

以上费用将根据监理公司监理人员在项目现场考勤天数结算，收费标准：1000.00 元/人.  
天（含税）。

The above expenses will be settled according to the supervisor's duty days on site, charge rate:  
1000.00RMB/day/person (VAT included).

包括：

Including:

1. 监理正常工作酬金：

1.Regular supervision fee:

2. 相关服务酬金：视工程情况另行约定(不包括在签约酬金中)。

2.Related service fee: Additionally agreed based on Project (not included in Contract Amount).

其中：

Including:

(1) 施工调试验收阶段服务酬金：柒万元整（含税价¥70,000.00 元）。

(1) Service fee during construction commissioning and acceptance period: RMB70,000.00 (VAT included) .

(2) 保修阶段服务酬金：无此项服务内容。

(2) Service fee during warranty period: None.

(3) 其他相关服务酬金：视投资方要求另行约定（不包括在签约酬金中）。

(3) Other related service fee: Additionally agreed based on Investor's requirements (not included in Contract Amount).

## 六、期限

### VI. Term

1. 监理期限：监理人员现场服务时间不超过 70 天。

2. 1. Supervision period: Not more than 70 days for supervising on-site service.

2. 相关服务期限:

2. Related service term:

(1) 施工调试验收阶段服务期限: 监理人员现场服务时间不超过 70 天。

(1) Service term of construction commissioning period: Not more than 70 days since the supervising personnel's mobilization.

(2) 保修阶段服务期限: 无。

(2) Service term of warranty period: None.

(3) 其他相关阶段服务期限: 无。

(3) Service term of other related periods: None.

## 七、双方承诺

### VII. Reciprocal Undertakings

1. 监理人向委托人承诺, 按照本合同约定提供监理与相关服务。

1. The Supervisor hereby agrees with the Client to perform the Supervision and Related Services in conformity with the provisions of the Contract.

2. 委托人向监理人承诺, 按照本合同约定派遣相应的人员, 提供资料、设备, 并按本合同约定支付酬金。

2. The Client hereby agrees with the Supervisor to provide materials, equipment and the contract amount in conformity with the provisions of the Contract.

## 八、合同订立

### VIII. Conclusion of Contract

2. 订立时间: 2021 年 8 月 30 日。

1. Date of signing: 2021.8.30.

2. 订立地点: 江苏省常州市武进区。

2. Place of signing: Wujin District, Changzhou City, Jiangsu Province

3. 本合同一式肆份, 具有同等法律效力, 双方各执贰份。

3. The Contract is made in quadruplicate, with each party holding two copies, and all copies shall have equal legal validity.

(签字页)

(Signature page)

委托人: 阳西县新必奥光伏科技有限公司

监理人: 常州正衡电力工程监理有限公司

Client: **Yangxi Symbior Solar Technology**

Supervisor: **Changzhou Zhengheng Power**

**Co., Ltd.**

**Engineering Supervision Co., Ltd.**

住所: 上海市长宁区延安西路 1566 号龙峰

住所: 常州市武进经济开发区兰香路 8 号

大厦 18 层 B1 室

Domicile: No. 8, Lanxiang Road, Wujin

Domicile: B1, 18<sup>th</sup> Floor, LONGLIFE Mansion,

Economic Development Zone, Changzhou

1566 West Yan'an Road, Shanghai, China

City

邮政编码: 200336

邮政编码: 213149

Postal code: 200336

Postal code: 213149

法定代表人或其授权代理人(必须签字):

法定代表人或其授权代理人(必须签字):

Legal representative or authorized representative

Legal representative or authorized representative

(signature):

(signature):

委托人座机: 021-21876598

监理人座机: 0519-86767918

Telephone number of the Telephone number of the Supervisor:



Client: 021-21876598

0519-86767918

合同负责人或经办人（必须签字）:

合同负责人或经办人（必须签字）:

Responsible person or operator (signature):

Responsible person or operator (signature):

\_\_\_\_\_

\_\_\_\_\_

合同负责人或经办人电话: \_\_\_\_\_

合同负责人或经办人电话: 18915883006

Telephone number of responsible person or

Telephone number of responsible person or

operator: \_\_\_\_\_

operator: 18915883006

合同负责人或经办人 QQ: \_\_\_\_\_

合同负责人或经办人 QQ: 9270101

QQ number of responsible person or

QQ number of responsible person or

operator: \_\_\_\_\_

operator: 9270101

合同负责人或经办人微信: \_\_\_\_\_

合同负责人或经办人微信: 13616115927

WeChat account of responsible person or

WeChat account of responsible person or

operator: \_\_\_\_\_

operator: 13616115927

合同负责人或经办人邮箱:

合同负责人或经办人邮箱:

Email of responsible person or operator:

j.cheng@zhjl-power.com

\_\_\_\_\_

Email of responsible person or operator:

j.cheng@zhjl-power.com

开户银行：广发银行股份有限公司阳江滨海支行      开户银行：建设银行常州延陵路支行

海支行

Opening bank: China Construction Bank,

Opening Bank: Binhai Branch of Guangdong      Yanlinglu Branch

Development Bank Co. Ltd

账号：9550880217849500194

账号：32001628536052515030

Account No: 9550880217849500194

Account No.: 32001628536052515030

传真：021-21876598

传真：0519-86767557

Fax: 021-21876598

Fax: 0519-86767557

## 第二部分通用条件

### Part II General Conditions

#### 1. 定义与解释

#### 1. Definitions and Interpretation

##### 1.1 定义

##### 1.1 Definitions

除根据上下文另有其意义外，组成本合同的全部文件中的下列名词和用语应具有本款所赋予的含义：

The following words and expressions used in all documents under the Contract shall have the meanings as are assigned to them except where the context otherwise requires:

1.1.1 “工程”是指按照本合同约定实施监理与相关服务的建设工程。

1.1.1 “Project” means the construction project named in the Contract for which the Supervision and Related Services are to be provided.

1.1.2 “委托人”是指本合同中委托监理与相关服务的一方，及其合法的继承人或受让人。

1.1.2 “Client” means the party in the Contract, who employs the Supervisor for the Supervision and Related Services, and legal successors or assignees in title to this person.

1.1.3 “监理人”是指本合同中提供监理与相关服务的一方，及其合法的继承人。

1.1.3 “Supervisor” means the party named in the Contract, who is employed to perform the Supervision and Related Services, and legal successors in title to this person.

1.1.4 “承包人”是指在工程范围内与委托人签订勘察、设计、施工等有关合同的当事人，及其合法的继承人。

1.1.4 “Contractor” means the party entering into the contracts in relation to surveying, design, construction, etc. with the Client within the scope of the Project, and legal successors in title to this person.

1.1.5 “监理”是指监理人受委托人的委托，依照法律法规、工程建设标准、勘察设计文件及合同，在施工阶段对建设工程质量、进度、造价进行控制，对合同、信息进行管理，对工程建设相关方的关系进行协调，并履行建设工程安全生产管理法定职责的服务活动。

1.1.5 “Supervision” means the service activities conducted by the Supervisor, who is employed by the Client, to control the quality, process, cost of the construction project,



manage the Contract and information, coordinate the relationships of the parties concerned, fulfill legal duties of safety production management for the construction project, in accordance with the laws and regulations, engineering construction standards, investigation and design documents and the Contract.

1.1.6 “相关服务”是指监理人受委托人的委托，按照本合同约定，在勘察、设计、保修等阶段提供的服务活动。

1.1.6 “Related Services” means the activities conducted by the Supervisor, who is employed by the Client, to provide services at the stages of investigation, design and warranty in accordance with the contract.

1.1.7 “正常工作”指本合同订立时通用条件和专用条件中约定的监理人的工作。

1.1.7 “Regular Work” means work to be performed by the Supervisor prescribed in the General Conditions and the Particular Conditions at the time of the conclusion of the Contract.

1.1.8 “附加工作”是指本合同约定的正常工作以外监理人的工作。

1.1.8 “Additional Work” means the work to be performed by the Supervisor that is prescribed in the Contract but outside the scope of Regular Work.

1.1.9 “项目监理机构”是指监理人派驻工程负责履行本合同的组织机构。

1.1.9 “Project Supervision Organization” means the organization sent to the Project by the Supervisor to perform the Contract.

1.1.10 “总监理工程师”是指由监理人的法定代表人书面授权，全面负责履行本合同、主持项目监理机构工作的注册监理工程师。

1.1.10 “General Supervising Engineer” means the certified supervising engineer with written authorization of the Supervisor's legal representative, being fully responsible for performing the Contract and in charge of the project supervision organization.

1.1.11 “酬金”是指监理人履行本合同义务，委托人按照本合同约定给付监理人的金额。

1.1.11 “Contract Amount” means the amount paid by the Client in accordance with the Contract to the Supervisor for performing the duties under the Contract.

1.1.12 “正常工作酬金”是指监理人完成正常工作，委托人应给付监理人并在协议书中载明的签约酬金额。

1.1.12 “Payment for Regular Work” means the amount of contract amount prescribed in the Agreement, which shall be paid by the Client to the Supervisor for completion of regular work by the Supervisor.

1.1.13 “附加工作酬金”是指监理人完成附加工作，委托人应给付监理人的金额。

1.1.13 “Payment for Additional Work” means the amount paid by the Client to the Supervisor for completion of additional work by the Supervisor.

1.1.14 “一方”是指委托人或监理人；“双方”是指委托人和监理人；“第三方”是指除委托人和监理人以外的有关方。

1.1.14 “Party” means the Client or the Supervisor; "Parties" means the Client and the Supervisor; "Third Party" means any other parties concerned except the Client and the Supervisor.

1.1.15 “书面形式”是指合同书、信件和数据电文（包括电报、电传、传真、电子数据交换和电子邮件）等可以有形地表现所载内容的形式。

1.1.15 “In Writing” means tangible information carrier, such as agreements, letters and digital documents (including telegrams, telexes, facsimiles, electronic data interchange and e-mails), etc.

1.1.16 “天”是指第一天零时至第二天零时的时间。

1.1.16 “Day” means the period between any one midnight and the next.

1.1.17 “月”是指按公历从一个月中任何一天开始的一个公历月时间。

1.1.17 “Month” means a period of one month according to the Gregorian calendar commencing with any day of the month.

1.1.18 “不可抗力”是指委托人和监理人在订立本合同时不可预见，在工程施工过程中不可避免发生并不能克服的自然灾害和社会性突发事件，如地震、海啸、瘟疫、水灾、骚乱、暴动、战争和专用条件约定的其他情形。

1.1.18 “Force Majeure” means natural disasters and social emergencies that can neither be foreseen at the signing of the Contract, nor avoided or overcome in the process of the construction by the Client and the Supervisor, such as earthquake, tsunami, plague, flood, commotion, riot, war and other situations prescribed in the Particular Conditions.

## 1.2 解释

### 1.2 Interpretation

1.2.1 本合同使用中文书写、解释和说明。如专用条件约定使用两种及以上语言文字时，应以中文为准。

1.2.1 The Contract is written, explained and interpreted in Chinese. Where more than two languages are prescribed in the Particular Conditions, the Chinese version shall prevail.

1.2.2 组成本合同的下列文件彼此应能相互解释、互为说明。除专用条件另有约定外，



本合同文件的解释顺序如下：

1.2.2 The following documents forming the Contract are to be taken as mutually explanatory of one another. Unless otherwise agreed in the Particular Conditions, the priority of the documents forming the Contract shall be in accordance with the following sequence:

(1) 协议书；

(1) Agreement;

(2) 建设工程监理服务委托书（由投资方直接委托监理单位）；

(2) Power of Attorney for Construction Project Supervision (direct entrust of the Supervisor by the Investor);

(3) 专用条件及附录 A、附录 B、附录 C；

(3) Particular Conditions and Appendixes A, B and C;

(4) 通用条件；

(4) General Conditions; and

(5) 监理服务大纲。

(5) Outline of supervision services.

双方签订的补充协议与其他文件发生矛盾或歧义时，属于同一类内容的文件，应以最新签署的为准。

Where there are ambiguities or contradictions between any Supplementary Agreement and other documents entered into by the Parties, for all documents of the same type, the last to be written chronologically shall prevail.

## 2. 监理人的义务

### 2. Obligations of the Supervisor

#### 2.1 监理的范围和工作内容

##### 2.1 Scope and duties of supervision

###### 2.1.1 监理范围在专用条件中约定。

2.1.1 The Scope of Supervision is stated in the Particular Conditions.

###### 2.1.2 除专用条件另有约定外，监理工作内容包括：

2.1.2 Unless otherwise agreed in the Particular Conditions, the Supervision work includes:

(1) 收到工程设计文件后编制监理规划，并在第一次工地会议 7 天前报委托人。根据有关规定和监理工作需要，编制监理实施细则；

(1) to prepare the supervision plan after receiving the project design documents, which shall



be submitted to the Client at least seven days before the first site meeting. Supervision implementation rules shall be prepared according to relevant regulations and the Supervision work;

(2) 熟悉工程设计文件，并参加由委托人主持的图纸会检和设计交底会议；

(2) to get familiar with the project design documents and to participate in drawing review meetings and design disclosure meetings conducted by the Client;

(3) 参加由委托人主持的第一次工地会议；主持监理例会并根据工程需要主持或参加专题会议；

(3) to participate in the first site meeting conducted by the Client; to hold regular supervision meetings and hold or participate in special meetings as required for the project;

(4) 审查施工承包人提交的施工组织设计，重点审查其中的质量安全技术措施、专项施工方案与工程建设强制性标准的符合性；

(4) to review the construction organization design submitted by the Contractor, especially the technical measures for quality and safety, special construction programs and the compliance with compulsory standards for construction projects;

(5) 检查施工承包人工程质量、安全生产管理制度及组织机构和人员资格；

(5) to inspect project quality, the safety production management system, the organizational structure and qualification of personnel of the Contractor;

(6) 检查施工承包人专职安全生产管理人員的配备情况；

(6) to inspect the deploy of dedicated management personnel for work safety by the Contractor;

(7) 审查施工承包人提交的施工进度计划，核查承包人对施工进度计划的调整；

(7) to review the construction schedule submitted by the Contractor and to inspect any adjustments of the construction schedule made by the Contractor;

(8) 检查施工承包人的试验室；

(8) to inspect the Contractor's laboratory(ies);

(9) 审核施工分包人资质条件；

(9) to review the qualification of any subcontractor;

(10) 查验施工承包人的施工测量放线成果；

(10) to check the results of surveying and setting out conducted by the Contractor;

(11) 审查工程开工条件，对条件具备的签发开工令；

(11) to review the conditions for starting the Project and to sign and issue the

Commencement Order upon fulfillment of the conditions;

(12) 审查施工承包人报送的工程材料、构配件、设备质量证明文件的有效性和符合性，并按规定对用于工程的材料采取平行检验或见证取样方式进行抽检；

(12) to review validity and compliance of construction materials, components and fittings, proof documents of equipment quality submitted by the Contractor and to conduct sampling inspection as required in a way of parallel testing or witnessed sampling;

(13) 审核施工承包人提交的工程款支付申请，签发或出具工程款支付证书，并报委托人审核、批准；

(13) to review project payment applications submitted by the Contractor, and to sign or issue Project Payment Certificates, and report to the Client for review and approval;

(14) 在巡视、旁站和检验过程中，发现工程质量、施工安全存在事故隐患的，要求施工承包人整改并报委托人；

(14) to require the Contractor to make corrections to and report to the Client any potential hazard in quality or safety of the Project found by the Supervisor during touring, site supervising and testing;

(15) 经委托人同意，签发工程暂停令和复工令；

(15) to sign and issue suspension orders and resumption orders with the consent of the Client;

(16) 审查施工承包人提交的采用新材料、新工艺、新技术、新设备的论证材料及相关验收标准；

(16) to review verifications submitted by the Contractor for new materials, new processes, new technologies, new equipment, and related acceptance standards;

(17) 验收隐蔽工程、分部分项工程；

(17) to inspect concealed works and subdivisional works for acceptance;

(18) 审查施工承包人提交的工程变更申请，协调处理施工进度调整、费用索赔、合同争议等事项；

(18) to review project change requests submitted by the Contractor and to assist in such matters as project schedule adjustment, cost claims, contract disputes, etc.;

(19) 审查施工承包人提交的竣工验收申请，编写工程质量评估报告；

(19) to review the completion acceptance application submitted by the Contractor and to write the project quality assessment report;

(20) 参加工程竣工验收，签署竣工验收意见；(20) to participate in project completion



acceptance and to sign the comment on completion acceptance;

(21) 审查施工承包人提交的竣工结算申请并报委托人;

(21) to review the completion settlement application submitted by the Contractor and submit it to the Client;

(22) 编制、整理工程监理归档文件并报委托人。

(22) to prepare and sort construction supervision archived files and submit them to the Client.

(23) 在项目实施后需每天以书面形式编制工程监造日记。

(23) to prepare daily project supervision diary in written after the Project is implemented.

2.1.3 相关服务的范围和内容在附录 A 中约定。

2.1.3 Scope and Content of the Related Services are specified in Appendix A.

2.2 监理与相关服务依据

2.2 Basis for the Supervision and Related Services

2.2.1 监理依据包括:

2.2.1 Basis for the Supervision includes:

(1) 适用的法律、行政法规及部门规章;

(1) applicable laws, administrative regulations and department rules;

(2) 与工程有关的标准;

(2) standards related to the Project;

(3) 工程设计及有关文件;

(3) documents related to Project design;

(4) 本合同及委托人与第三方签订的与实施工程有关的其他合同。

(4) the Contract and other contracts related to implementation of the project entered into by and between the Client and a third party.

双方根据工程的行业和地域特点,在专用条件中具体约定监理依据。

Specific basis shall be prescribed in the Particular Conditions by the Parties according to the features of the industry and the region.

2.2.2 相关服务依据在专用条件中约定。

2.2.2 The basis for the Related Services is prescribed in the Particular Conditions.

2.3 项目监理机构和人员

2.3 Project supervision organization and personnel



2.3.1 监理人应组建满足工作需要的项目监理机构，配备必要的检测设备。项目监理机构的主要人员应具有相应的资格条件。

2.3.1 The Supervisor shall set up a project supervision organization satisfying the work requirements and with necessary testing equipment. Major personnel of the project supervision organization shall have relevant qualification.

2.3.2 本合同履行过程中，总监理工程师及重要岗位监理人员应保持相对稳定，以保证监理工作正常进行。

2.3.2 During the process of performing the Contract, it is advisable to appoint designated personnel as the General Supervising Engineer and for important supervising personnel to ensure normal supervision process.

2.3.3 监理人可根据工程进展和工作需要调整项目监理机构人员。监理人更换总监理工程师或现场监理工程师时，应提前 7 天向委托人书面报告，经委托人同意后方可更换；监理人更换项目监理机构其他监理人员，应以相当资格与能力的人员替换，并通知委托人。

2.3.3 The supervisor may redeploy personnel of the supervising organization according to the project progress and demands. The Supervisor may replace the General Supervising Engineer or on-site supervising engineer by a written report to the Client 7 days in advance and cannot do the same without consent of the Client; the Supervisor may replace other supervising personnel of the project supervision organization with the personnel of equal qualifications and competence and shall notify the Client of such replacement.

2.3.4 监理人应及时更换有下列情形之一的监理人员：

2.3.4 The Supervisor shall timely replace the supervising personnel who are:

(1) 严重过失行为的；

(1) of gross negligence;

(2) 有违法行为不能履行职责的；

(2) unable to perform their duties due to illegal conducts;

(3) 涉嫌犯罪的；

(3) suspected of crimes;

(4) 不能胜任岗位职责的；

(4) incompetent to perform their job responsibilities;

(5) 严重违反职业道德的；

(5) in severe violation of professional ethics; and

(6) 专用条件约定的其他情形。

(6) other situations as specified in the Particular Conditions.

2.3.5 委托人可要求监理人更换不能胜任本职工作的项目监理机构人员。

2.3.5 The Client may require the Supervisor to replace the project supervision organization personnel who are incompetent to perform their own duties and responsibilities.

## 2.4 履行职责

### 2.4 Performance of duties

监理人应遵循职业道德准则和行为规范，严格按照法律法规、工程建设有关标准及本合同履行职责。

The Supervisor shall perform its duties in line with the Code of Professional Ethics and Code of Conduct, in strict accordance with the laws and regulations, relevant criteria for Construction and provisions of this Contract.

2.4.1 在监理与相关服务范围内，委托人和承包人提出的意见和要求，监理人应及时提出处置意见。当委托人与承包人之间发生合同争议时，监理人应协助委托人、承包人协商解决。

2.4.1 The Supervisor shall give its comments in time with regard to the advice and requirements within the scope of supervision and relevant services from the Client and the Contractor. The Supervisor shall assist the Client and the Contractor through negotiation to settle the disputes arise between the Client and the Contractor.

2.4.2 当委托人与承包人之间的合同争议提交仲裁机构仲裁或人民法院审理时，监理人应提供必要的证明资料。

2.4.2 In the event that the disputes between the Client and the Contractor are submitted to the Arbitration Institution or the People's Court, the Supervisor shall provide necessary supporting documents.

2.4.3 监理人应在专用条件约定的授权范围内，处理委托人与承包人所签订合同的变更事宜。如果变更超过授权范围，应以书面形式报委托人批准。

2.4.3 The Supervisor shall handle the changes in the Contract agreed by the Client and the Contractor within the scope authorized by the Particular Conditions. The Supervisor shall report in writing to the Client any changes beyond the scope of authorization.

在紧急情况下，为了保护财产和人身安全，监理人所发出的指令未能事先报委托人批准时，应在发出指令后的 24 小时内以书面形式报委托人。

In case the instructions given by the Supervisor in order to protect the assets and personal safety in an emergency fail to be submitted to and approved by the Client beforehand, they



shall be submitted in writing to the Client within 24 hours after they have been given.

2.4.4 除专用条件另有约定外，监理人发现承包人的人员不能胜任本职工作的，有权要求承包人予以调换。

2.4.4 Unless otherwise agreed in the Particular Conditions, the Supervisor shall be entitled to require the Contractor to replace the incompetent personnel of the Contractor.

## 2.5 提交报告

### 2.5 Report submission

监理人应按专用条件约定的种类、时间和份数向委托人提交监理与相关服务的报告。

The Supervisor shall submit the report to the Client concerning the Supervision and Related Services by the type, time and number of copies as stipulated in the Particular Conditions.

## 2.6 文件资料

### 2.6 Documentation

在本合同履行期内，监理人应在现场保留工作所用的图纸、报告及记录监理工作的相关文件。工程竣工后，应当按照档案管理规定将监理有关文件归档。

The Supervisor shall maintain at the site the drawings, reports and relevant supervision records during the Contract performance period. The Supervisor shall file the relevant supervision documents in line with the archives management regulations after the completion of Construction.

## 2.7 使用委托人的财产

### 2.7 Use of Client's assets

监理人无偿使用附录 B 中由委托人派遣的人员和提供的房屋、资料、设备。除专用条件另有约定外，委托人提供的房屋、设备属于委托人的财产，监理人应妥善使用和保管，在本合同终止时将这些房屋、设备的清单提交委托人，并按专用条件约定的时间和方式移交。

The Supervisor may use the personnel, facilities, materials and equipment provided by the Client as specified in Appendix B for free. Unless otherwise agreed in the Particular Conditions, the Supervisor shall properly use and keep the Client's assets such as facilities and equipment, a list of which shall be submitted to the Client when the Construction is completed, and the Supervisor shall hand over such assets in line with the time and manner specified in the Particular Conditions.



### 3. 委托人的义务

#### 3. Obligations of the Client

##### 3.1 告知

##### 3.1 Disclosure

委托人应在委托人与承包人签订的合同中明确监理人、总监理工程师和授予项目监理机构的权限。如有变更，应及时通知承包人。

The Client shall identify the Supervisor, the General Supervising Engineer, and the rights authorized to the Project Supervision Organization in the Contract entered into by the Client and the Contractor. The Client shall notify the Contractor if there are any changes.

##### 3.2 提供资料

##### 3.2 Provision of data

委托人应按照附录 B 约定，无偿向监理人提供工程有关的资料。在本合同履行过程中，委托人应及时向监理人提供最新的与工程有关的资料。

The Client shall provide relevant data to the Supervisor for free according to Appendix B. The Client shall provide the latest data relevant to the Construction to the Supervisor during the Contract term.

##### 3.3 提供工作条件、生活条件

##### 3.3 Provision of working and living conditions

委托人应为监理人完成监理与相关服务提供必要的条件。

The Client shall provide necessary conditions for the completion of the Supervision and Related Services by the Supervisor.

3.3.1 委托人应按照附录 B 约定，派遣相应的人员，提供办公用房屋、设备，供监理人无偿使用，另外监理人食宿、交通等一切生活条件自理。

3.3.1 The Client shall provide Supervisor with appropriate personnel, office and equipment in conformity with the provisions of Appendix B. In addition, the Supervisor shall be responsible for meeting his own living conditions, such as accommodation and traffic.

3.3.2 委托人应负责协调工程建设中所有外部关系，为监理人履行本合同提供必要的外部条件。

3.3.2 The Client shall be responsible for the coordination of external affairs to provide necessary external conditions for the Supervisor to perform the Contract.

### 3.4 委托人代表

#### 3.4 Client representative

委托人应授权一名熟悉工程情况的代表，负责与监理人联系。委托人应在双方签订本合同后 7 天内，将委托人代表的姓名和职责书面告知监理人。当委托人更换委托人代表时，应提前 7 天通知监理人。

The Client shall authorize a representative familiar with the Project to contact with the Supervisor. The Client shall notify to the Supervisor with a written report on the name and duties of the representative within seven days after the conclusion of the Contract. The Client shall inform the Supervisor seven days in advance of any change of the representative.

### 3.5 委托人意见或要求

#### 3.5 Opinions and requirements of the Client

在本合同约定的监理与相关服务工作范围内，委托人对承包人的任何意见或要求应通知监理人，由监理人向承包人发出相应指令。

Within the scope of the Supervision and Related Services specified in the Contract, the Client shall notify the Supervisor of any opinion and/or requirement on the Contractor, which shall be given to the Contractor by the Supervisor.

### 3.6 答复

#### 3.6 Reply

委托人应在专用条件约定的时间内，对监理人以书面形式提交并要求作出决定的事宜，给予书面答复。逾期未答复的，视为委托人认可。

The Client shall offer a written reply to the Supervisor on matters submitted in writing requiring a decision within the time specified in the Particular Conditions. Approval from the Client shall be deemed without a reply within the time limit.

### 3.7 支付

#### 3.7 Payment

委托人应按本合同约定，向监理人支付酬金。

The Client shall pay the Supervisor according to the Contract.

## 4. 违约责任

### 4. Liability to breach of Contract

#### 4.1 监理人的违约责任

##### 4.1 Liability of the Supervisor for breach of the Contract

监理人未履行本合同义务的，应承担相应的责任。



The Supervisor shall be liable for breaching the Contract.

4.1.1 因监理人违反本合同约定给委托人造成损失的，监理人应当赔偿委托人损失。赔偿金额的确定方法在专用条件中约定。监理人承担部分赔偿责任的，其承担赔偿金额由双方协商确定。

4.1.1 Losses of the Client due to breaching of the Contract by the Supervisor shall be compensated for. Compensation amount shall be specified in the Particular Conditions. Compensation amount of partial liability on the Supervisor shall be determined through negotiation between the two parties.

4.1.2 监理人向委托人的索赔不成立时，监理人应赔偿委托人由此发生的费用。

4.1.2 Claim for compensation from the Supervisor denied by the Client, the Supervisor shall compensate for the losses of the Client thereby incurred.

#### 4.2 委托人的违约责任

##### 4.2 Liability of the Client for breach of the Contract

委托人未履行本合同义务的，应承担相应的责任。

The Client shall be liable for breaching the Contract.

4.2.1 委托人违反本合同约定造成监理人损失的，委托人应予以赔偿。

4.2.1 Losses of the Supervisor due to breaching of the Contract by the Client shall be compensated for.

4.2.2 委托人向监理人的索赔不成立时，应赔偿监理人由此引起的费用。

4.2.2 For claim for compensation from the Client denied by the Supervisor, the Client shall compensate for the losses of the Supervisor thereby incurred.

4.2.3 委托人未按合同规定日期付款的，逾期半个月，监理人有权暂停服务。

4.2.3 Suspension of services if the Client fails to make payment before the deadline specified in the Contract, which is half a month overdue.

#### 4.3 除外责任

##### 4.3 Exclusions

因非监理人的原因，且监理人无过错，发生工程质量事故、安全事故、工期延误等造成的损失，监理人不承担赔偿责任。

The Supervisor shall not be liable for any loss due to quality accidents, safety accidents and project delay caused by a party other than the Supervisor who is proved free of fault in so far as the loss is concerned.

因不可抗力导致本合同全部或部分不能履行时，双方各自承担其因此而造成的损失、损



害。

Each Party shall bear their own losses caused by force majeure resulting in total or partial non-performance of the Contract.

## **5. 支付**

### **5. Payment**

#### **5.1 支付货币**

##### **5.1 Currency for payment**

除专用条件另有约定外，酬金均以人民币支付。涉及外币支付的，所采用的货币种类、比例和汇率在专用条件中约定。

The payments shall be made in the currency of RMB unless otherwise specified in the Particular Conditions. The currency, proportion and exchange rate shall be agreed on in the Particular Conditions if any payment via a foreign currency is involved.

#### **5.2 支付申请**

##### **5.2 Payment application**

监理人应在本合同约定的每次应付款时间的 3 天前，向委托人提交支付申请书。支付申请书应当说明当期应付款总额，并列明当期应支付的款项及其金额。

The Supervisor shall submit to the Client a payment application three days before the due time specified in the Contract. The payment application shall define the total amount of payables and list each payable item and each amount.

#### **5.3 支付酬金**

##### **5.3 Payment for work**

支付的酬金包括正常工作酬金、附加工作酬金、合理化建议奖励金额及费用。

The contract amount shall include the payment for Regular Work, payment for Additional Work, rewards for proposals on improvement and costs.

#### **5.4 有争议部分的付款**

##### **5.4 Disputed payment**

委托人对监理人提交的支付申请书有异议时，应当在收到监理人提交的支付申请书后 7 天内，以书面形式向监理人发出异议通知。无异议部分的款项应按期支付，有异议部分的款项按第 7 条约定办理。

Holding different opinions on a payment application submitted by the Supervisor, the Client shall notify the Supervisor in a written form within seven days upon receiving the application. Undisputed payables shall be paid in due time, while disputed payables shall be handled in

line with Article 7.

## **6. 合同生效、变更、暂停、解除与终止**

### **6. Validity, Change, Suspension, Cancellation and Termination of Contract**

#### **6.1 生效**

##### **6.1 Validity**

除法律另有规定或者专用条件另有约定外，委托人和监理人的法定代表人或其授权代理人在协议书上签字并盖单位章后本合同生效。

Unless otherwise regulated by laws or specified in the Particular Conditions, the Contract shall be effective as of the date the legal representatives of the Client and the Supervisor or their authorized representatives sign and stamp a seal on the Agreement.

#### **6.2 变更**

##### **6.2 Change**

6.2.1 任何一方提出变更请求时，双方经协商一致后可进行变更。

6.2.1 Changes may be made based on the agreement after consultation between the two Parties if either Party proposes a change request.

6.2.2 除不可抗力外，因非监理人原因导致监理人履行合同期限延长、内容增加时，监理人应当将此情况与可能产生的影响及时通知委托人。增加的监理工作时间、工作内容应视为附加工作。附加工作酬金的确定方法在专用条件中约定。

6.2.2 Except for force majeure, the Supervisor shall inform the Client of any extension of the Contract term and/or addition to the Contract not caused by the Supervisor and any possible impact(s) within a reasonable time limit. Any additional time and work thereby resulted shall be deemed as Additional Work. Payment for this part of Additional Work shall be specified in the Particular Conditions.

6.2.3 合同生效后，如果实际情况发生变化使得监理人不能完成全部或部分工作时，监理人应立即通知委托人。除不可抗力外，其善后工作以及恢复服务的准备工作应为附加工作，附加工作酬金的确定方法在专用条件中约定。监理人用于恢复服务的准备时间不应超过 10 天。

6.2.3 The Supervisor shall notify the Client immediately if the Supervisor is unable to perform the Contract in part or in whole due to any circumstance change after the Contract comes into effect. Except for force majeure, the remedies and preparations for resumption shall be deemed as Additional Work, the payment of which shall be specified in the Particular



Conditions. The Supervisor's preparation for service resumption may not exceed 10 days.

6.2.4 合同签订后，遇有与工程相关的法律法规、标准颁布或修订的，双方应遵照执行。由此引起监理与相关服务的范围、时间、酬金变化的，双方应通过协商进行相应调整。

6.2.4 After the Contract is signed, the two Parties shall abide by any new laws, regulations, standards and any revision of existing ones relevant to the Project. Adjustments shall be made through consultation between the two Parties where changes to the scope, period and contract amount of the Supervision and Related Services are thereby caused.

6.2.5 因非监理人原因造成工程概算投资额或建筑安装工程费增加时，正常工作酬金应作相应调整。调整方法在专用条件中约定。

6.2.5 If the construction investment budget or the construction and installation cost is increased and the Supervisor is not responsible for the increase, the payment for Regular Work shall be adjusted correspondingly. The adjustment method is specified in the Particular Conditions.

6.2.6 因工程规模、监理范围的变化导致监理人的正常工作量减少时，正常工作酬金应作相应调整。调整方法在专用条件中约定。

6.2.6 If the amount of Regular Work is reduced due to changes in the construction scale and the scope of Supervision, the payment for Regular Work shall be adjusted correspondingly. The adjustment method is specified in the Particular Conditions.

### 6.3 暂停与解除

#### 6.3 Suspension and cancellation

除双方协商一致可以解除本合同外，当一方无正当理由未履行本合同约定的义务时，另一方可以根据本合同约定暂停履行本合同直至解除本合同。

In addition that the Contract may be canceled with the consent of the two Parties through negotiation, either Party may suspend the Contract or even cancel it if the other Party fails to perform the obligations under the Contract without justifiable reasons.

6.3.1 在本合同有效期内，由于双方无法预见和控制的原因导致本合同全部或部分无法继续履行或继续履行已无意义，经双方协商一致，可以解除本合同或监理人的部分义务。在解除之前，监理人应作出合理安排，使开支减至最小。

6.3.1 During the term of this Contract, the two Parties may cancel the Contract or part of the obligations of the Supervisor with the consent of both Parties through negotiation if the whole or a part of the Contract cannot be performed or the performance thereof does no longer have any significance due to factors unforeseeable or uncontrollable by both Parties. Before



cancellation, the Supervisor shall make appropriate arrangements to minimize the expenditure.

因解除本合同或解除监理人的部分义务导致监理人遭受的损失，除依法可以免除责任的情况外，应由委托人予以补偿，补偿金额由双方协商确定。

Except where the liabilities can be exempted by law, the Client shall compensate for the losses of the Supervisor caused by the cancellation of the Contract or the part of the Supervisor's obligations, and the amount of compensation shall be determined through negotiation between the two Parties.

解除本合同的协议必须采取书面形式，协议未达成之前，本合同仍然有效。

An agreement shall be made for the cancellation in writing, and the Contract remains valid before the conclusion of the agreement.

6.3.2 在本合同有效期内，因非监理人的原因导致工程施工全部或部分暂停，委托人可通知监理人要求暂停全部或部分工作。监理人应立即安排停止工作，并将开支减至最小。除不可抗力外，由此导致监理人遭受的损失应由委托人予以补偿。

6.3.2 During the term of the Contract, the Client may notify the Supervisor to suspend the whole or a part of the work if the suspension is not caused by the Supervisor. The Supervisor shall arrange for the suspension of work and minimize the expenditure. Except for force majeure, the Client shall compensate for the Supervisor's losses thereby caused.

暂停部分监理与相关服务时间超过 30 天，监理人可发出解除本合同约定的该部分义务的通知；暂停全部工作时间超过 30 天，因不可抗力或政府原因导致临时停工的情况除外，监理人可发出解除本合同的通知，本合同自通知到达委托人时解除。委托人应将监理与相关服务的酬金支付至本合同解除日，且应承担第 4.2 款约定的责任。

The Supervisor may notify the Client to cancel the obligations in the part of the Contract if the suspension of the Supervision and Related Services thereof exceeds 30 days; Except for the force majeure or the temporary suspension caused by government, the Supervisor may notify the Client to cancel the Contract if the suspension of the whole work exceeds 30 days, and the Contract is canceled upon the arrival of the Cancellation Notice at the Client. The Client shall pay for the Supervision and Related Services accrued till the cancellation date of the Contract, and shall perform the obligations specified in Section 4.2.

6.3.3 当监理人无正当理由未履行本合同约定的义务时，委托人应通知监理人限期改正。若委托人在监理人接到通知后的 7 天内未收到监理人书面形式的合理解释，则可在 7 天内发出解除本合同的通知，自通知到达监理人时本合同解除。委托人应将监理与相关服

务的酬金支付至限期改正通知到达监理人之日，但监理人应承担第 4.1 款约定的责任。

6.3.3 When the Supervisor does not perform the obligations in the Contract without any justifiable reason, the Client shall inform the Supervisor to make corrections within a prescribed period. Without any reasonable explanation in writing from the Supervisor within 7 days after the Supervisor receives the notice, the Client may send the notice of cancellation within 7 days, and the Contract is canceled upon arrival of the notice at the Supervisor. The Client shall pay for the Supervision and Related Services accrued till the day when the correction notice arrives at the Supervisor, but the Supervisor shall perform the obligations specified in Section 4.1.

6.3.4 监理人在专用条件 5.2 中约定的支付之日起 14 天后仍未收到委托人按本合同约定应付的款项，可向委托人发出催付通知。委托人接到通知 7 天后仍未支付或未提出监理人可以接受的延期支付安排，监理人可向委托人发出暂停工作的通知并可自行暂停全部或部分工作。暂停工作后 7 天内监理人仍未获得委托人应付酬金或委托人的合理答复，监理人可向委托人发出解除本合同的通知，自通知到达委托人时本合同解除。委托人应承担第 4.2.1 款约定的责任。

6.3.4 If the Supervisor has not received the payable amount prescribed in the Contract from the Client within 14 days from the date of payment specified in the Particular Conditions 5.2, a payment reminder can be sent to the Client. If the Client does not pay or put forward an acceptable payment-delay arrangement 7 days upon receiving the notice, the Supervisor may send a notice of suspension and immediately suspend performing a part or all of the Services. If the Supervisor still has not received the payable amount or a reasonable reply from the Client within 7 days after the suspension of work, the Supervisor may send a cancellation notice to the Client, and the Contract is canceled upon arrival of the notice to the Client. The Client shall bear the responsibilities as prescribed in Section 4.2.1.

6.3.5 因不可抗力致使本合同部分或全部不能履行时，一方应立即通知另一方，可暂停或解除本合同。

6.3.5 If a part or all of the obligations under the Contract cannot be performed due to force majeure, one Party shall notify the other immediately to suspend or terminate the Contract.

6.3.6 本合同解除后，本合同约定的有关结算、清理、争议解决方式的条件仍然有效。

6.3.6 The provisions concerning settlement, winding-up, and settlement of disputes under the Contract remain effective after the cancellation of the Contract.

6.4 终止



#### 6.4 Termination

以下条件全部满足时，本合同即告终止：

The Contract terminates when all of the following conditions are met:

(1) 监理人完成本合同约定的全部工作；

(1) The Supervisor has completed all the work prescribed in the Contract;

(2) 委托人与监理人结清并支付全部酬金。

(2) The Client has settled with the Supervisor and made all the payments.

#### 7. 争议解决

##### 7. Dispute Settlement

###### 7.1 协商

###### 7.1 Consultation

双方应本着诚信原则协商解决彼此间的争议。

The Parties shall settle any dispute through consultation in the principle of honesty.

###### 7.2 调解

###### 7.2 Mediation

如果双方不能在 14 天内或双方商定的其他时间内解决本合同争议，可以将其提交给专用条件约定的或事后达成协议的调解人进行调解。

Where the parties fail to resolve any dispute hereunder within 14 days or other period agreed by the two Parties, the dispute shall be submitted to the mediator prescribed in the Particular Conditions or agreed on by the two parties afterwards.

###### 7.3 仲裁或诉讼

###### 7.3. Arbitration or lawsuit

双方均有权不经调解直接向专用条件约定的仲裁机构申请仲裁或向有管辖权的人民法院提起诉讼。

Both Parties are entitled to directly apply to the arbitration institution prescribed in the Particular Conditions for arbitration without meditation, or bring a lawsuit with the People's Court of competent jurisdiction.

#### 8. 其他

##### 8. Others

###### 8.1 外出考察费用

###### 8.1 Off-site inspections

经委托人同意，监理人员外出考察发生的费用由委托人审核后支付。



With the approval of the Client, off-site inspections may be compensated for by the Client after review.

## 8.2 检测费用

### 8.2 Tests

委托人要求监理人进行的材料和设备检测所发生的费用，由委托人支付，支付时间在专用条件中约定。

Any test conducted by the Supervisor on materials and equipment as required by the Client shall be compensated by the Client on the terms prescribed in the Particular Conditions.

## 8.3 咨询费用

### 8.3 Consultation

经委托人同意，根据工程需要由监理人组织的相关咨询论证会以及聘请相关专家等发生的费用由委托人支付，支付时间在专用条件中约定。

With the approval of the Client, relevant consultation and verification meetings organized by the Supervisor as required by the Project as well as the invitation of relevant experts shall be compensated by the Client on the terms prescribed in the Particular Conditions.

## 8.4 奖励

### 8.4 Reward

监理人在服务过程中提出的合理化建议，使委托人获得经济效益的，双方在专用条件中约定奖励金额的确定方法。奖励金额在合理化建议被采纳后，与最近一期的正常工作酬金同期支付。

Where the Client gains economic benefits from the reasonable advice put forward by the Supervisor during the service process, the Parties shall prescribe the determination method of reward amount in the Particular Conditions. The reward shall be paid at the same period of payment as the latest Regular Work after the adoption of the reasonable advice.

## 8.5 守法诚信

### 8.5 Law-abiding and integrity

监理人及其工作人员不得从与实施工程有关的第三方处获得任何经济利益。

The Supervisor and its staff shall not gain any economic benefits from a third party related to the construction Project.

## 8.6 保密

### 8.6 Confidentiality

双方不得泄露对方申明的保密资料，亦不得泄露与实施工程有关的第三方所提供的保密

资料，保密事项在专用条件中约定。

Either Party shall not disclose the confidential information specified by the other Party or provided by a third party concerning the Project, and the confidential information is prescribed in the Particular Conditions.

## 8.7 通知

### 8.7 Notification

本合同涉及的通知均应当采用书面形式，并在送达对方时生效，收件人应书面签收。

The notices herein shall all be made in writing, and take effect upon arrival at the other Party.

The recipient shall sign upon receiving the notices.

## 8.8 著作权

### 8.8 Copyright

监理人对其编制的文件拥有著作权。

The Supervisor is entitled to the copyright of the documents prepared by himself.

监理人可单独或与他人联合出版有关监理与相关服务的资料。除专用条件另有约定外，如果监理人在本合同履行期间及本合同终止后两年内出版涉及本工程的有关监理与相关服务的资料，应当征得委托人的同意。

The Supervisor may, solely or jointly with others, publish information concerning the Supervision and Related Services. Unless otherwise provided in the Particular Conditions, the Supervisor may not publish information concerning the Supervision and Related Services related to the project during the Contract term and within 2 years after the termination of the contract without the approval from the Client.



第三部分专用条件  
**Part III Particular Conditions**

**1. 定义与解释**

**1. Definitions and Interpretation**

**1.1 解释**

**1.1 Interpretation**

1.1.1 本合同文件只使用中文解释。

1.1.1 The Contract shall only be interpreted in Chinese.

1.1.2 约定本合同文件的解释顺序为：通用条款 1.2.2 解释顺序。

1.1.2 The priority of the documents shall be in accordance with the following sequence:

General Conditions 1.2.2 Priority of documents

**2. 监理人义务**

**2. Obligations of the Supervisor**

**2.1 监理的范围和内容**

**2.1 Scope and content of the Supervision**

监理范围包括：本工程项目监理范围主要为阳江亨氏 1.341MWp 屋顶分布式光伏发电项目的土建、安装、调试工作，包括设备、土建、基础施工检查验收、安装控制、设备调试工作，以及配套的送变电项目监理等，根据国家法规要求履行本项目工程的安全生产管理职责。

Scope of supervision: Yangjiang Heinz 1.341MWp Rooftop distributed PV power Project civil construction, installation and commissioning of the Project, including inspection, acceptance, installation, control and commissioning of equipment, civil construction and infrastructure, and supporting distribution and transmission of projects, and performance of safety management according to national regulations.

**2.2 监理与相关服务依据：**

**2.2 Basis for the Supervision and Related Services:**

2.2.1 监理依据包括：主要依据为国家法律、法规和部门规章，工程建设的标准要求（由投资方确定），工程建设强制性标准文件，工程建设设计文件以及委托人与相关方签订的合同文件等，最直接的依据是工程设计文件，监理单位在进场前需完备的设计图纸并现场具备开工条件。

2.2.1 Basis for the Supervision includes: National laws, regulations and department rules,

standard requirements of project construction (to be determined by the Investor), mandatory standard documents for project construction, design documents and contract documents signed between the Client and related parties. The design documents shall be the direct basis. Complete design drawings shall be provided and the site shall be ready for commencement before mobilization of the Supervisor.

2.2.2 相关服务依据包括：国家和行业验收标准及委托人所签订的 EPC 技术协议要求。

2.2.2 Related service basis: National and industrial acceptance standards, and Requirements of EPC Technical Agreement signed by the Client.

## 2.3 项目监理机构和人员

### 2.3 Project supervision organization and personnel

2.3.1 更换监理人员的其他情形：因工作需要，调往其它部门工作或因个人原因辞职等（工作调动时需得到委托人同意）。

2.3.1 Other situations about replacement of supervising personnel: transfer to other departments due to work arrangement or resignation due to personal reasons (transfer of work shall be agreed by the Client).

2.3.2 监理工程师每月在现场的工作时间不得低于 25 日。监理人应每月制作现场工作人员的考勤表，并于次月 5 日将上月的考勤表提交给委托人审核确认（超过两个工作日的，视为确认委托人需在两个工作日内完成审核确认），如监理人未按约向委托人提交考核表的，视为监理人全体人员均未到岗。

2.3.2 The Supervising Engineer shall be on site for at least 25 days every month. Supervisor shall prepare monthly attendance sheet for site workers, and shall deliver the attendance sheet to The Client for review on the fifth day of next month (The Client shall review and confirm such attendance sheet within two working days). If Supervisor fails to submit the attendance sheet in time, it shall be deemed that all personnel of Supervisor are not on duty.

## 2.4 履行职责

### 2.4 Performance of duties

2.4.1 对监理人的授权范围：本项目工程的“三控、两管、一协调”，以及履行现场安全管理的职责。

2.4.1 Scope of authority of the Supervisor: The “project progress control, project quality control, project investment control, contract management, information management, overall organization coordination” and performance of duty of the Project.



在涉及工程延期 7 天内，监理人不需请示委托人即可向承包人发布变更通知。

Concerning a delay of the Project within 7 days, the Supervisor may release a change notice to the Contractor without asking for the Client's approval.

2.4.2 监理人有权要求承包人调换其人员的限制条件：承包单位人员因管理不到位，给工程质量和安全造成影响，以及不能够履行本职岗位工作的人员。

2.4.2 Conditions where the Supervisor is entitled to request the Contractor to change his personnel: the Contractor's insufficient management affects project quality and safety, and Contractor's personnel fail to perform their duties.

## 2.5 提交报告

### 2.5 Report submission

监理人应提交报告的种类(包括监理规划、监理云平台每日更新、施工进度和完成量确认、监理周报、监理月报、及约定的专项报告)、时间和份数：在合同生效后，在监理人员按约定期限进驻现场，并在收到设计文件后 5 天内向委托人单位提交本项目的监理规划，同时根据工程项目需要编制监理细则，以满足监理工作需要；监理月报在次月第五日提交；对约定的专项报告，主要是指现场设备检测报告，按另外签订的协议要求进行提交。每次提交数量为 1 份，如需要多份，可以复印。

The categories (including plan, daily updating of supervision cloud platform, evaluation and confirmation of construction progress and completion, weekly report, monthly report and agreed special reports), reporting time and number of copies of the reports that the Supervisor shall submit: After the Contract is in effect, the supervising personnel shall be on site on agreed term, and shall submit supervision plan of the Project to the Client within 5 days upon receipt of the design documents. Meanwhile, supervision rules shall be prepared for the project to meet supervision requirements; the weekly supervision report shall be submitted before every Wednesday; the monthly supervision report shall be submitted on the fifth day of each month; agreed special reports (mainly including site equipment inspection report) shall be submitted based on additional signed agreement. One report is required for submission. Or the report may be copied if several copies are required.

## 2.6 使用委托人的财产

### 2.6 Use of Client's assets

附录 B 中由委托人无偿提供的房屋、设备的所有权属于：委托人。

The Client ship of the facilities and equipment provided by the Client for free specified in

Appendix B belongs to: Client.

监理人应在本合同终止后 7 天内移交委托人无偿提供的房屋、设备，移交的时间和方式为：移交时间为合同终止后 7 天内，方式为双方检查、清点无误后，办理移交清单，经双方签字后完成交接工作。

The Supervisor shall hand over the facilities and equipment provided by the Client for free within 7 days after the Contract is terminated. The handover time and method shall be: Facilities and equipment shall be delivered within 7 days after termination of the Contract, and shall be checked by both parties. After check, the handover list shall be handled and signed by both parties.

除按上述约定由委托人提供外，其他的设备设施均由监理人自行配备，相应的费用已包含在委托人支付给监理人的监理费中。

Except facilities provided by the Client as agreed, other equipment and facilities shall be provided by Supervisor. Related expenses have been included in the supervision fees paid to Supervisor.

### **3. 委托人义务**

### **3. Obligations of the Client**

#### **3.1 告知**

#### **3.1 Disclosure**

委托人应在委托人与承包人签订的合同中明确监理人、总监理工程师和授予项目监理机构的权限。如有变更，应及时通知承包人。

The Client shall identify the Supervisor, the General Supervising Engineer, and the rights authorized to the Project Supervision Organization in the Contract entered into by the Client and the Contractor. The Client shall notify the Contractor if there are any changes.

#### **3.2 提供资料**

#### **3.2 Provision of data**

委托人应按照附录 B 约定，无偿向监理人提供工程有关的资料。在本合同履行过程中，委托人应及时向监理人提供最新的与工程有关的资料。

The Client shall provide relevant data to the Supervisor for free according to Appendix B. The Client shall provide the latest data relevant to the Construction to the Supervisor during the Contract term.

#### **3.3 提供工作条件、生活条件**



### 3.3 Provision of working and living conditions

委托人应为监理人完成监理与相关服务提供必要的条件。

The Client shall provide necessary conditions for the completion of the Supervision and Related Services by the Supervisor.

3.3.1 委托人应按照附录 B 约定，派遣相应的人员，提供办公用房屋、设备，供监理人无偿使用，委托人不承担监理人的食宿、交通等一切生活条件。

3.3.1 The Client shall provide appropriate personnel, office, facilities, materials, equipment for the Supervisor free of charge in accordance with Appendix B. The Client shall not be liable for living conditions of the Supervisor, such as accommodation and traffic.

3.3.2 委托人应负责协调工程建设中所有外部关系，为监理人履行本合同提供必要的外部条件。

3.3.2 The Client shall be responsible for the coordination of external affairs to provide necessary external conditions for the Supervisor to perform the Contract.

### 3.4 委托人代表

#### 3.4 Client representative

委托人应授权一名熟悉工程情况的代表，负责与监理人联系。委托人应在双方签订本合同后 7 天内，将委托人代表的姓名和职责书面告知监理人。当委托人更换委托人代表时，应提前 7 天通知监理人。

The Client shall authorize a representative familiar with the Project to contact with the Supervisor. The Client shall notify to the Supervisor with a written report on the name and duties of the representative within seven days after the conclusion of the Contract. The Client shall inform the Supervisor seven days in advance of any change of the representative.

### 3.5 委托人意见或要求

#### 3.5 Opinions and requirements of the representative

在本合同约定的监理与相关服务工作范围内，委托人对承包人的任何意见或要求应通知监理人，由监理人向承包人发出相应指令。

Within the scope of the Supervision and Related Services specified in the Contract, the Client shall notify the Supervisor of any opinion and/or requirement on the Contractor, which shall be given to the Contractor by the Supervisor.

### 3.6 答复

#### 3.6 Reply

委托人应在专用条件约定的时间内，对监理人以书面形式提交并要求作出决定的事宜，

给予书面答复。逾期未答复的，视为委托人认可。

The Client shall offer a written reply to the Supervisor on matters submitted in writing requiring a decision within the time specified in the Particular Conditions. Approval from the Client shall be deemed without a reply within the time limit.

### 3.7 支付

#### 3.7 Payment

委托人应按本合同约定，向监理人支付酬金。

The Client shall pay the Supervisor according to the Contract.

### 4. 违约责任

#### 4. Liability to breach of Contract

##### 4.1 监理人的违约责任

##### 4.1 Liability of the Supervisor for breach of the Contract

###### 4.1.1 监理人赔偿金额按下列方法确定：

###### 4.1.1 The amount compensated by the Supervisor shall be calculated as:

赔偿金 = 直接经济损失 × 正常工作酬金 ÷ 工程概算投资额（或建筑安装工程费），但最高赔偿金额为本项目的全部监理费用。

Compensation = direct financial loss × payment for Regular Work ÷ project investment budget (or construction and installation cost). Maximum compensation shall be all supervision expense of the Project.

##### 4.2 委托人的违约责任

##### 4.2 Liability of the Client for breach of the Contract

###### 4.2.1 委托人逾期付款利息按下列方法确定：

###### 4.2.1 The interest on overdue payment of the Client shall be calculated as:

逾期付款利息 = 当期应付款总额 × 贷款市场报价利率 × 拖延支付天数

Interest on overdue payment = current total payables × Loan Prime Rate × days of the delay in payment

### 5. 支付

#### 5. Payment

##### 5.1 支付货币

##### 5.1 Currency for payment

币种为：人民币，比例为：按 30%、30%、30%、10%进行支付。



Currency: RMB, Proportion: 30%, 30%, 30% and 10%.

## 5.2 支付酬金

### 5.2 Payment for work

工作酬金的支付:

Payment for work:

支付次数 Payment times	支付时间 Payment time	支付金额/比例 Payment amount/proportion	备注 Remarks
预付款 Advance payment	本合同签订后的 5 个工作日内 (以委托人收到双方盖章后的合同日期为准), 监理人员进场前 Within 5 workdays after conclusion of the Contract (The payment date is started from receiving the contracts sealed both by the Client and Supervisor), and before supervising personnel's mobilization	监理总费用的 30% 30% of the total supervision expense	
第二笔款 The second payment	监理人员进场后 30 天内 Within 30 days since the Supervisor's mobilization	监理总费用的 30% 30% of the total supervision expense	
第三笔款 The third payment	监理人员进场后 60 天内 50 days since the Supervisor's mobilization	监理总费用的 30% 30% of the total supervision expense	
尾款 Balance payment	项目并网后 7 个工作日内, 最迟不超过监理人员进场 180 天 7 working days since operation of the project, not more than 180 days since the Supervisor's mobilization	监理总费用的 10% 10% of the total supervision expense	

备注: 监理超期费用按 1000.00 元/人.天计算, 委托人每月 10 日前支付监理人上个月的监理超期费用, 所有付款均以监理单位按照委托人要求开具合格的发票为前提。发票为江苏专用增值税发票, 服务名称为工程监理费, 税率 6%。

Remarks: Extended supervision expense is 1000 yuan/person/day. It is calculated on a daily basis. The Client will pay extended supervision expense of the last month to Supervisor before the 10th day of

each month and the payment is subject to the qualified invoice issued by the supervision unit at the request of the client. The invoice shall be the special VAT invoice of Jiangsu Province, with the service name of engineering supervision expense at a rate of 6%

监理期限：自监理人员进场至竣工验收，累计周期不超过 70 天

Supervision period: Not more than 70 days accumulatively from the Supervisor's mobilization to the completion and acceptance.

## 6. 合同生效、变更、暂停、解除与终止

### 6. Validity, Change, Suspension, Cancellation and Termination of Contract

#### 6.1 生效

##### 6.1 Validity

本合同生效条件：自合同双方盖章签字生效。

Conditions for the Contract to be effective: the Contract shall come into effect upon signature and stamping by both parties.

#### 6.2 变更

##### 6.2 Change

6.2.1 因非监理人原因导致本合同期限延长时，应提前两日通知，在现场工作的人数根据现场情况而定。

6.2.1 Extension of the contract term due to non-supervisor's reason shall be notified two days in advance and the number of personnel working on the site is determined according to the site condition

6.2.2 附加工作酬金按下列方法确定：

6.2.2 Payment for additional work shall be calculated as:

附加工作酬金=善后工作及恢复服务的准备工作时间（天）×正常工作酬金÷协议书约定的监理与相关服务期限（天）

Payment for Additional Work = time for the remedies and the preparations for service resumption (days) × payment for Regular Work ÷ the term of the Supervision and Related Services specified in the Agreement (days)

6.2.4 因工程规模、监理范围的变化等非监理人原因导致监理人的正常工作延长时，监理延期费用定为 1000.00 元/天.人计算。因工程规模、监理范围的变化导致监理人的正常工作量减少时，根据现场情况调整减少酬金。

6.2.4 If the supervisor's normal work is prolonged due to non-supervisor's reason such as



change of the project scale and supervision scope, payment for the extended supervision shall be 1000.00 yuan/day/person. If the supervisor's normal work is reduced due to change of the project scale and supervision scope, corresponding payment shall be reduced according to the site condition.

正常工作酬金减少额按下列方法确定：

Decrease of payment for regular work shall be calculated as:

正常工作酬金减少额=工程投资额或建筑安装工程费减少额×正常工作酬金÷工程概算投资额（或建筑安装工程费）

Decrease of payment for regular work = decreased project investment or decreased construction and installation cost × payment for regular work ÷ project investment budget (or construction and installation cost)

6.2.5 本合同约定工期范围内，由于非可归责于监理方的原因导致项目延期，监理方可安排其现场人员其他工作，该等情形下相应天数不计算在工期范围之内。

6.2.5 In case of project delay due to non-supervisor's reasons during project period specified in the contract, the supervisor may arrange other works for the on-site personnel. In this case, corresponding number of days shall be excluded from the project period.

## 7. 争议解决

### 7. Dispute Settlement

#### 7.1 调解

#### 7.1 Mediation

本合同争议进行调解时，可提交双方认可的第三方进行调解。

Disputes over the Contract shall be submitted to the third party recognized by both parties for mediation.

#### 7.2 仲裁或诉讼

#### 7.2 Arbitration or lawsuit

合同争议的最终解决方式为下列第二种方式：

The second method listed below is selected as the final method to resolve disputes over the Contract:

(1) 提请合同项目所在地仲裁机构仲裁委员会进行仲裁。

(1) Submit it to the Arbitration Committee in the place in which the contract project is located for arbitration.

(2) 向合同签署地有管辖权的人民法院提起诉讼。

(2) File a lawsuit to a people's court with jurisdiction in the place where the contract is signed.

## 8. 其他

### 8. Others

#### 8.1 保密

##### 8.1 Confidentiality

委托人声明的保密事项和期限： XXX。

The confidential matters and term stated by the Client: XXX .

监理人声明的保密事项和期限： 永久。

The confidential matters and term stated by the Supervisor: Permanent.

第三方声明的保密事项和期限： XXX。

The confidential matters and term stated by the third party: XXX .

#### 8.2 著作权

##### 8.2 Copyright

监理人在本合同履行期间及本合同终止后两年内出版涉及本工程的有关监理与相关服务的资料的限制条件： 无。

The limit conditions for the data concerning the Supervision and Related Services in the project, which is published by the Supervisor during the implementation of the Contract and within 2 years after the termination of the Contract: None.

## 9. 特别约定

### 9. Special agreements

9.1 监理工作人员属于监理方公司员工，委托人及委托方相关单位非经监理方书面许可不得以任何理由或方式在服务期间或技术服务结束后一年内聘为己用。否则委托人应支付人民币（大写）贰拾万元整（¥200000.00 元）作为违约金给监理方。监理方并有权要求委托人赔偿监理方因此造成的损失。

9.1 The supervision personnel work for companies of the Supervisor. The Client and companies related to the Client shall not employ such supervision personnel in any forms for any reason within service period or within one year after end of the technical service without written consent of the Supervisor. Otherwise, the Client shall pay RMB (in words) two hundred thousand (200,000.00 yuan) to the Supervisor as the liquidated damages. The Supervisor is also entitled to ask the Client to compensate for its losses resulted therefrom.

9.2 因双方协商一致，使用监理云，委托人相关人员有义务协助和监督监理人现场监理



人员使用好本项目监理云系统，委托人相关人员有义务按时向监理人反馈附件《正衡监理云平台服务评价表》。

9.2 If both parties negotiate to use supervision cloud, related personnel of the Client have the obligation to help and supervise on-site supervision personnel of Supervisor to use supervision cloud system of the project and they shall also feedback appendix *Zhengheng Supervision Cloud Platform Service Evaluation Form* to Supervisor on schedule

9.3 监理人有义务向委托人提交工程监理资料，工程监理全过程监理人应移交的监理资料详见附件《工程监理资料移交目录清单》，超出清单范围不属于监理人义务范围。

9.3 Supervisor has the obligation to submit project supervision materials to the Client. Refer to the appendix *Project Supervision Material Handover Directory List* for supervision materials to be handed over by Supervisor during the whole project supervision process. Those beyond such list are not Supervisor's obligations.

9.4 监理人项目监督工作内容：

9.4 Supervisor implements the following project supervision:

1、参加图纸会审和设计交底会议，提出合理的意见；合理提出设计变更，但须经委托人确认批准后方可实施。

1. Participate in joint checking of drawings and technical disclosure meeting and propose reasonable advices; propose reasonable design change but subject to the Client confirmation and approval by the Client before implementation

2、审批承包单位施工组织设计、重要施工方案等相关策划文件；审批单位工程开工报审、分包商资质报审、施工现场质量管理检查记录、工程验收质量项目划分等报审文件。

2. Approve related planning documents submitted by the Contractor such as construction organization design and key construction schemes; in charge of commencement approval of unit project, subcontractor's qualification approval, quality management inspection record on the construction site, engineering acceptance quality project division and other approval documents

3、参与施工单位组织的分项、分部工程质量验收，组织单位工程完工质量验收，经委托人同意代表委托人签署相关验收文件；参与隐蔽工程验收，经委托人同意代表委托人签署相关验收文件。

3. Participate in quality acceptance of the subproject and partitioned project organized by the construction unit; organize completion quality acceptance of the unit project; sign related acceptance documents after approved by the Client; participate in acceptance of the concealed

works and sign related acceptance documents after approved by the Client.

4、现场发现不合格材料设备和不合格工序，负责向责任单位发出联系函要求整改并跟踪

4. Send contact letter to the responsible unit in case of disqualified materials, equipment and process found on the site and ask for rectification and tracking

5、参与现场质量事故的分析及处理，经委托人同意代表委托人审批事故处理方案与结果。

5. Participate in analysis and treatment of on-site quality accidents; approve accident handling schemes and results after approved by the Client

6、协调好施工、设计等各方关系，处理相关事宜，重要协调事宜应采用联系单方式进行。

6. Coordinate relationship such as the constructor and designer and handle related matters; handle key coordination matters in the form of contact letter.

7、协助委托人向施工单位移交场区控制网测量的原始资料，要求施工单位对原始资料进行复核，确认满足精度后方可使用。

7. Help the Client to hand over original measurement data of the site control network to the construction unit and ask the construction unit to recheck the original data. Such data is available after its accuracy is confirmed.

8、协助委托人工程量计量签证

8. Help the Client on quantities measuring visa.

9、协助委托人进行工程启动并网验收、工程试运和移交生产验收、工程竣工验收。

9. Help the Client on project kick-off & operation acceptance, project commissioning, handover matters for production acceptance and project completion acceptance.

10、监理人需向委托人汇报工作，包括并不限于日报、施工进度、现场问题等。

Supervisor shall report works to the Client, including but not limited to daily report, construction progress, on-site problems, etc.



## 附录 A 相关服务的范围和内容

### Appendix A Scope and Content of Related Services

A-1 施工调试阶段：按照国家的相关法律法规、投资方要求的建设标准、本项目的设计文件、光伏电站建设规程规范等进行监理工作，根据监理合同要求，进行现场的监理服务工作，包括“三控二管一协调，以及一履职”。

A-1 Construction debugging phase: Implement supervision according to national laws and regulations, investor's construction standards, design documents of the project and photo voltaic power station construction procedures and specifications; provide supervision services on the site according to the supervision contract requirement, including “project progress control, project quality control, project investment control, contract management, information management, overall organization coordination and performance of duty”.

A-2 保修阶段：无此项服务内容。

A-2 Warranty phase: No service content.

A-3 其他（专业技术咨询、外部协调工作等）：如增加专业咨询工作，需要另行签订补充协议，对外协调工作由委托人单位负责。

A-3 Others (professional technical consultation, external coordination work, etc.): in case of additional professional consultation, supplementary agreement shall be signed separately and the Client is responsible for external coordination.

附录 B 委托人派遣的人员和提供的房屋、资料、设备

**Appendix B Staff, Houses, Materials and Equipment provided by the Client**

**B-1 委托人派遣的人员**

**B-1 Personnel of the Client**

名称 Name	数量 Quantity	工作要求 Work requirements	提供时间 Time to arrive
1. 工程技术人员 1. Project technicians			监理人员到达现场时 When supervision personnel arrive at the site
2. 辅助工作人员 2. Supporting personnel			
3. 其他人员 3. Other personnel			

**B-2 委托人提供的房屋**

**B-2 Facilities provided by the Client**

名称 Name	数量 Quantity	面积 Size	提供时间 Time to arrive
1. 办公用房 1. Office house	1		监理人员到达现场时 When supervision personnel arrive at the site
2. 生活用房 2. Living house	0		
3. 试验用房 3. Test house	0		
4. 样品用房 4. Sample house	0		
用餐及其他生活条件 Meals and other living conditions	食宿、交通由监理人员自理 Supervision personnel are responsible for their own accommodation and traffic.		



### B-3 委托人提供的资料

#### B-3 Information provided by the Client

名称 Name	份数 Number of copy	提供时间 Time to arrive	备注 Remarks
1.工程立项文件 1. Project approval and initiation document	1	监理单位到达现场时 When supervision personnel arrive at the site	
2.工程勘察文件 2. Project investigation document	1		
3.工程设计及施工图纸 3. Project design and construction drawings	1		
4.工程承包合同及其他相 关合同 4. Contract with the Contractor and other related contracts	1		
5. 施工许可文件 5. Construction permission document	1		
6. 其他文件 6. Other documents	1		

### B-4 委托人提供的设备

#### B-4 Equipment provided by the Client

名称 Name	数量 Quantity	型号与规格 Model and Specification	提供时间 Time to arrive
1.通讯设备 1. Communication equipment	0		
2.办公设备 2. Office equipment	0		
3.交通工具 3. Vehicles	0		
4.检测和试验设备 4. Inspection and testing equipment	0		

## 附录 C 监理人提供的设备

## Appendix C Equipment provided by the Supervisor

序号 S/N	设备名称 Equipment Name	型号 Model	数量 Quantity	备注 Quantity
一 I	办公设备 Office equipment			
1	打印复印机 Print copy machine	待定 TBD	1	
2	笔记本电脑 Notebook	待定 TBD	2	
3	数码相机 Digital camera	待定 TBD	2	
二 II	测量工器具 Measurement tool and instrument			
1	电子角度计 Electronic angle gauge	DP-601	1	电站方阵角度 Matrix angle of the power station
2	温度传感器 Temperature sensor	TM-902C	1	
3	高精度数字万用表 High precision digital multimeter.	F287	1	
4	试验直指	TZ-1	1	组件连接器公母头安全



	Test probe			测试 Safety test for male connector and female connector of the component connector
5	爬电距离卡 Creep distance card	CS-10	1	
6	手提式测厚仪 Hand-held thickness gauge	TT230	1	组件支架、边框镀锌层厚度测试 Zinc coating thickness test for component support and frame
7	扭力扳手 Torque wrench	5.6N • m	1	扭矩测试 Torque test
8	带表卡尺 Dial caliper	0~200mm	1	
9	直尺 Straightedge	MC	1	
10	卷尺 Flexible rule	Tj-3016	4	
三 III	交通工具 Vehicles			

附录 D 工程监理资料移交目录清单

Appendix D Project Supervision Documents Handover list

分类号	类目名称	归档范围		备注
		卷类	明细	
85	监理			
850	综合			
851	工程监理	01 监理准备	(1) 监理项目部成立发文	
			(2) 总监任命书	
			(3) 监理项目印章启用函	
			(4) 监理人员资质	
			(5) 监理规划	
			(6) 监理实施细则	
			(7) 监理工作制度	
		02 技术管理	(1) 监理标准清单目录 (2) 设计交底及施工图会审纪要	设计交底及施工图会审工作由委托人组织, 监理整理起草“设计交底及施工图会审纪要”后各方签认
		03 监理日志等	(1) 监理日志 (2) 监理月报 (3) 往来函件	
		04 质量控制	(1) 监理见证取样统计表	(1) 监理督促施工单位及时对需复试材料进行取样工作, 监理现场见证并做好相应统计。 (2) 隐蔽工程验收时, 施工单位编制“隐蔽工程验收记录”, 各方进行签证, 监理留存一份。 (3) 施工单位针对监理通知单所列问题整改完成后, 及时以“监理通知单回复单”形式回复, 监理复查后签认留档。
			(2) 旁站记录	
			(3) 平行检查记录	
			(4) 监理检查记录 (巡视)	
			(5) 隐蔽工程验收记录	
			(6) 监理通知单	
			(7) 监理通知单回复单	
			(8) 监理工作联系单	
			(9) 监理质量评估报告 (单位工程)	
		05 安全与环境保护控制	(1) 施工安全、环境保护及防汛检查记录 (监理检查记录-安全专项)	施工单位针对安全监理通知单所列安全问题整改完成后, 及时以“监理通知单回复单”形式回复, 监理复查后签认留档。
			(2) 安全监理通知单	
			(3) 安全监理通知单回复单	
		06 进度控制	(1) 开工令	非施工单位原因造成工期延



分类号	类目名称	归档范围		备注
		卷类	明细	
			(2) 停工令	迟时，施工单位提交申请，附上说明材料，监理审核，委托人批准。
			(3) 复工令	
			(4) 工程监理延期报告及批复	
		07 造价控制	/	
		08 工程总结	(1) 监理工作总结	

工程照片归档范围参照表

Reference table of project picture filing range

序号 S/N	类目名称 Item name	归档范围 Filing range	照片要求 Picture requirements	照片张数 Picture number	备注 Remarks
1	项目准备 Project preparation	开工等 Commencement, etc.	主要会场景象、奠基 Main venue scene, foundation	1~2	
2	项目设计 Project design	选址、原貌 Site selection, original condition	主要地貌及周围环境；线路部分通道原貌 Main landforms and surrounding; some passages are kept unchanged along the line	1~2	
3	项目管理 Project management	重大活动、质量监督 Major activities, quality supervision	重大活动形成的照片，按监理阶段，反映监理过程及质量特色 Pictures of major activities; reflect supervision and inspection process and quality characteristics based on supervision and inspection stages	若干 Several	
4	光伏发电单元的土建与安装 Civil works and installation of PV power generation unit	基础验槽 Inspection of foundation subsoil	典型基槽地质状况、清槽后全貌 Geological condition of typical foundation trench, whole picture after clearing the foundation trench	若干 Several	
		基础拆模 Foundation form removal	具有代表性拆模后混凝土表面观感质量 Appearance quality of concrete after removal of forms	若干 Several	
		接地装置 Grounding device	埋深、搭接长度及防腐等局部 Buried, overlapping length and other local features	若干 Several	
		支架安装工艺、驱动电机安装工艺、组件安装、逆变器就位、箱变就位 Bracket installation process, drive motor installation process, component installation, inverter and box-type substation in place	整体观感、细部工艺、成品保护 Overall impression, detail process, finished product protection	若干 Several	标明阵列区号 Mark array zone number
		逆变器、箱变、电缆到货检验、组件到货检验 Inspection of inverter, box-type substation, cable and components upon arrival	设备、组件开箱后外观及整体观感 Appearance and overall impression of equipment and components unpacked	2~3/每阵列区 2~3/array zone	标明阵列区号 Mark array zone number
5	汇集站的土建与安装 Civil works and installation of pooling	电缆敷设工艺、电缆接线工艺、导线连接工艺 Cable laying, cable wiring, and conductor jointing processes	敷设、接线工艺 Laying and wiring processes	1~2	
		地基验槽 Inspection of foundation subsoil	典型基槽地质状况、清槽后全貌 Geological condition of typical foundation trench, whole picture after clearing the foundation trench	若干 Several	
		接地装置、土建施工 Grounding device, civil construction	埋深、搭接长度及防腐等局部 Buried, overlapping length and other local features	若干 Several	室外接地具有代表性 1 张 室内 1~2 张 1 representative picture of



序号 S/N	类目名称 Item name	归档范围 Filing range	照片要求 Picture requirements	照片张数 Picture number	备注 Remarks
6	集电线路 Collected power line	station			outdoor grounding 1~2 of indoor grounding
		汇集站外貌 Appearance of pooling station	整体观感 Overall impression	1~2	
		基础及保护帽 Foundation and protective cap	工艺、钢筋绑扎、防水工程 Process, steel bar binding and water-proof projects	若干 Several	
		主要设备、母线安装 Main equipment, busbar installation	整体观感、细部工艺 Overall impression, detail process	若干 Several	控制室内 1 张, 高压柜接线 1 张, 二次接线 1 张 1 for inside of control room, 1 for high-voltage switch cabinet wiring, 1 for small (secondary) wiring
		设备接地引线 Equipment ground lead	整体观感 Overall impression	1	
		电缆敷设、电缆接线、导线连接 Cable laying, cable wiring, conductor jointing	敷设、接线工艺 Laying and wiring processes	1~2	
		防火封堵 Fireproof sealing	细部工艺 Detail process	2	
		二次接线 Small wiring	整体观感、细部工艺 Overall impression, detail process	2	
		屏柜安装 Screen cabinet installation	整体观感、细部工艺 Overall impression, detail process	2	
		隐蔽工程 Concealed work	电气部分隐蔽工程及特殊试验 Electric part concealed work and special test	若干 Several	
		地基验槽 Inspection of foundation subsoil	基槽地质状况、清槽后全貌 Geological condition of foundation trench, whole picture after clearing the foundation trench	1	
		铁塔组立 Iron tower assembling and erection	典型塔型、成品保护 Typical tower model, protection of finished products	若干 Several	标明杆塔号 Number of pole and tower indicated
7	升压站/开关 站土建与安	接地装置 Grounding Device	埋深、搭接长度及防腐等局部 Buried, overlapping length and other local features	若干 Several	
		导线压接及光缆接续 Wire crimping and optical fiber cable jointing	压接、接续 crimping, jointing	各 1 1 for each	
		地基验槽 Inspection of foundation subsoil	基槽地质状况、清槽后全貌 Geological condition of foundation trench, whole picture after clearing the foundation trench	1	

序号 S/N	类目名称 Item name	归档范围 Filing range	照片要求 Picture requirements	照片张数 Picture number	备注 Remarks
	装 Civil works and installation of booster station / switch station	接地装置、接地极土建施工 grounding device, civil construction of earth electrode	埋深、搭接长度及防腐等局部 Buried, overlapping length and other local features	若干 Several	
		主控楼、基础及保护帽 Main control building, foundation and protective cap	钢筋绑扎、防水工程及保护帽工艺 Steel bar binding, water-proof projects and protective cap process	若干 Several	全景照片 1 张 1 panoramic picture
		主要设备安装、母线安装 Installation of main equipment, busbar installation	整体观感、细部工艺。 Overall impression, detail process.	若干 Several	
		设备接地引线 Equipment ground lead	整体观感 Overall impression	3	
		电缆（敷设、穿管） Cable (laying, conduit)	整体观感、细部工艺 Overall impression, detail process	3	
		防火封堵 Fireproof sealing	细部工艺 Detail process	3	
		二次接线 Small wiring	表现整体观感或细部工艺 Show the overall impression or detail process	3	
		屏柜安装 Screen cabinet installation	表现整体观感或细部工艺 Show the overall impression or detail process	3	
		隐蔽工程安装施工 Installation and construction of concealed work	接地，电缆敷设等隐蔽工程及特殊试验 Grounding, cable laying and other concealed works as well as special test	若干 Several	
		消防设施、设备 Fire facilities, equipment	站内及主设备典型照片 Photos of typical examples for inside of station and main equipment	若干 Several	
8	消防工程 Fire engineering				
9	交通工程 Traffic projects	道路、排水沟、涵洞、桥梁 Roads, drainage ditches, culverts, bridges	典型照片 photo of typical example	若干 Several	
10	排洪工程 Flood drain engineering			若干 Several	如有 If any
11	辅助工程 Auxiliary engineering			若干 Several	如有 If any
12	调整试验 Commissioning Test	交接试验、相关调试 Acceptance test, relevant commissioning	各项试验、调试内容现场照片 Photo of test and commissioning site	若干 Several	
13	设计监理	设计及设计变更讨论会、图纸会检	会议主题全景照片	若干	



序号 S/N	类目名称 Item name	归档范围 Filing range	照片要求 Picture requirements	照片张数 Picture number	备注 Remarks
	Design supervision	Design and design change session, drawing joint-check 质量、安全控制 Quality & safe control	Panoramic picture of session theme  质量问题及事故调查 Quality problems and incident investigation	Several  若干 Several	
14	工程监理 Engineering supervision	现场协调 Field coordination	现场工程检查（土建、安装、调试） Field engineering inspection (civil, installation, commissioning)	若干 Several	每个主要项目的关键节点各 1 张 1 for key points of each of the major projects
		隐蔽工程 Concealed work	现场验收照片 On-site acceptance picture		

附录 E 正衡监理云平台服务评价表

## Appendix E Zhengheng Supervision Cloud Platform Service Evaluation Form

项目名称:

Project name:

联系方式 Contact information		姓名 Name	联系电话 Tel.	QQ/微信 QQ/Wechat	邮箱 Email
单位负责人 Principal of the unit:					
正衡监理 云平台负责人 Zhengheng Supervision Person in charge of Cloud Platform		李全 Li Quan	13862687705	QQ:729335987	liquan@mail.zhjl-power.com
委托人现场 负责人 The Client's site. Person in charge					
1	项目信息 Project information	项目详情（如项目基本信息、概况、各参建单位人员信息等）录入及时。 Project data (e.g. basic information, overview, personnel information of construction units, etc.) shall be entered in time.			满意 <input type="checkbox"/> 一般 <input type="checkbox"/> 不满意 <input type="checkbox"/> Satisfactory <input type="checkbox"/> Average <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>
2	工程影像库 Engineering image database	1. 各类工程照片每天及时上传。 1. Pictures of all engineering projects shall be uploaded in time every day. 2. 选择关键节点或隐蔽工程录制视频并上传。 2. Select key point or concealed work for video recording and upload.			满意 <input type="checkbox"/> 一般 <input type="checkbox"/> 不满意 <input type="checkbox"/> Satisfactory <input type="checkbox"/> Average <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>
3	项目管理 Project management	前期各类文件、过程资料、其它资料，上传及时。 All preliminary documents, process data and other information shall be uploaded in time.			满意 <input type="checkbox"/> 一般 <input type="checkbox"/> 不满意 <input type="checkbox"/> Satisfactory <input type="checkbox"/> Average <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>
4	进度控制 Progress control	1. 能要求施工单位及时编写进度计划，并转换成适合监理云查看的进度计划，录入及时； 1. Constructors shall be required to compile schedule plan, which can be transferred to progress plan available for checking on supervision cloud and entered in time; 2. 能每周分析进度偏差，并在进度跟踪中调整时间点；滞后的，在进度计划中填写滞后说明。 2. Schedule variance shall be analyzed weekly for point-in-time adjustment in progress tracking; in case of			满意 <input type="checkbox"/> 一般 <input type="checkbox"/> 不满意 <input type="checkbox"/> Satisfactory <input type="checkbox"/> Average <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>



		delayed progress, a delay description shall be filled in schedule plan.	
5	质量管理 Quality Management	1.前期各类文件、资料编制及时编制并上传。 1. All preliminary documents and data shall be developed and uploaded in time. 2.过程管理资料, 按日、周、月生成、编辑上传。 2. Process management data shall be generated, edited and entered daily, weekly and monthly. 3.其它资料, 按工程进度, 编写后及时整理、上传。 3. Other data shall be arranged and uploaded after compiling according to project progress.	满意 <input type="checkbox"/> 一般 <input type="checkbox"/> 不满意 <input type="checkbox"/> Satisfactory <input type="checkbox"/> Average <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>
6	投资控制 Investment control	1.及时审核各参建单位费用申请及工程量清单, 整理后及时上传。 1. Application of expenses and Bill of Quantities of constructors shall be reviewed, arranged and uploaded in time. 2 现场签证可控, 各种签证能及时整理并上传。 2. Site attestation shall be controllable, all kinds of attestations can be arranged and uploaded in time.	满意 <input type="checkbox"/> 一般 <input type="checkbox"/> 不满意 <input type="checkbox"/> Satisfactory <input type="checkbox"/> Average <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>
7	合同管理 Contract management	能及时收集各参建单位各类合同, 完成存档。 All kinds of contracts of all constructors can be collected and documented in time.	满意 <input type="checkbox"/> 一般 <input type="checkbox"/> 不满意 <input type="checkbox"/> Satisfactory <input type="checkbox"/> Average <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>
8	协调沟通 Coordination and communication	能组织各参建单位通过交流平台(如微信群、监理云交流平台等)进行信息交流, 并将交流内容保存在监理云项目交流平台上。 All constructors can be organized to exchange information through communication platform (e.g. Wechat group, Supervision Cloud communication platform, etc.), and the contents of communication can be saved in the Supervision Cloud communication platform.	满意 <input type="checkbox"/> 一般 <input type="checkbox"/> 不满意 <input type="checkbox"/> Satisfactory <input type="checkbox"/> Average <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>
9	设备管理 Equipment management	能及时对报送的各种材料、设备, 进行检查并上传。 All materials and equipments reported and submitted shall be inspected and uploaded in time.	满意 <input type="checkbox"/> 一般 <input type="checkbox"/> 不满意 <input type="checkbox"/> Satisfactory <input type="checkbox"/> Average <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>
委托人现场负责人(签字) Person in charge of The Client's site (signature)			时间 Time

填写说明:

### Filling Instructions:

本表是基于委托人（委托人方）公司领导的要求，由委托人现场负责人督促监理方现场人员认真做好云平台的日常工作反映的基本内容，委托人领导表示非常关注该云平台。

This form is the basic contents reflected by the careful implementation of routine work on Cloud Platform by onsite personnel of supervisors urged by the personnel in charge of The Client's site based on the requirements of the leadership of The Client (The Client); The Client's leadership is very concerned about this Cloud Platform.

原则上至少每周反馈一次给监理方负责人。

In principle, the feedback shall be sent to personnel in charge of the supervisor at least once a week.

感谢委托人所有人员的支持！

Thank all the employees of The Client for their support!



附录 F 正衡监理客户投诉意见表

Appendix F Zhengheng Supervision Customer Complaint Form

编号: ZHJL-TS-\_\_

Number: ZHJL-TS-

工程名称 Project name			地点 Venue		
建设单位 The Client		委托人代表 The Client's representative		联系电话 Tel.	
代建单位 Agent-construction unit		项目负责人 Project Principal		联系电话 Tel.	
监理人员违规违纪情况（可具体描述）： Violation of disciplines of supervision personnel (detailed description)					
您的建议或意见： Your suggestions or comments:					
<div style="text-align: right;">           建设单位：（章）            The Client: (Seal)            填表人：            Filled by:            日期：            Date:         </div>					
感谢贵公司选择“正衡监理”作为工程建设的监理服务方，为进一步完善公司管理和技术水平，使监理服务更加完善，请您根据工程现场实际情况，对我司监理日常工作进行监督，您的意见将作为我公司改进和完善服务质量，提升服务效率的重要参考，再次感谢您对我公司的支持！ Thank you for choosing “Zhengheng Supervision” as the supervisor of project construction. To					

further improve the Company's management and technical level as well as perfect the supervision services, please supervise the routine supervision work of us according to the actual condition onsite. Your opinion will become an important reference for us to improve and perfect service quality and service efficiency. Thank you again for your support!

注：1、该意见表由委托人（或代建单位）填写。

Note: 1. This form shall be filled in by The Client (or Agent-construction unit).

2、该表根据投诉事情严重/紧急程度及时反馈，可通过邮件等形式发正衡监理市场部，我司将在接到投诉 7 天内书面回复贵方处理结果。

2. This form shall be fed back in time according to the severity / emergency level of the matters to be complained. The form can be sent to Marketing Department of Zhengheng Supervision through mail and other ways, and we will respond with the results in written in 7 days after receiving the complaint.

3、贵方的意见将是我公司评价现场监理人员工作情况的重要依据，并与个人收入挂钩。

3. Your opinion will be an important basis for us to evaluate the work of onsite supervision personnel and connected to personal income.