

Agreement No.NEPC-GLS-JXZLXY-013

协议编号: NEPC-GLS-JXZLXY-013

# Bangladesh Ghorashal 3<sup>rd</sup> Unit Re-powering Project

## 孟加拉古拉绍 3 号机升级改造项目

### Lease Agreement of Machines

### 机械租赁协议

**Lessee: Bangladesh Ghorashal Project Department, the First Northeast Electric Power Engineering Co., Ltd of China Energy Engineering Group**

承租方: 中国能源建设集团东北电力第一工程有限公司孟加拉古拉绍项目部

**Lessor: ASHRAF TRADE INTERNATIONAL**

出租方: **ASHRAF TRADE INTERNATIONAL**

**Date: 13 April, 2018**

签订日期: 2018 年 04 月 13 日



This agreement is scheduled to sign on 24 April, 2018 in Ghorashal Bangladesh.  
本协议兹定于2018年04月25日在孟加拉古拉绍签订。

**Lessee(hereinafter referred to as Party A): Bangladesh Ghorashal Project Department, The First Northeast Electric Power Engineering Co., Ltd of China Energy Engineering Group**

承租方（以下简称甲方）：中国能源建设集团东北电力第一工程有限公司孟加拉古拉绍项目部

**Lessor (hereinafter referred to as Party B): ASHRAF TRADE INTERNATIONAL**  
出租方（以下简称乙方）：**ASHRAF TRADE INTERNATIONAL**

In consideration of actual needs for Bangladesh Ghorashal 3rd Unit Re-powering Project, herewith, the Party A shall rent machines in the possession of the Party B for construction. The agreement was made by and between both the two parties through consultation based on the principle of "Equality, Willingness, Reciprocity and Mutual Benefits" for the purpose of compliance by each of both the two parties.

根据孟加拉古拉绍 3 号机升级改造项目工程实际需要，甲方将租用乙方的机械设备为该工程服务。双方在平等、自愿、互利、互惠原则基础上，经协商达成本机械租赁协议，以资共同遵守。

**Name and Quantity of Machines 租赁机械名称及数量**

**Table-1**  
**表: 1**

S/N 序号	Name 机械名称	Quantity 数量	Model and Capacity 规格型号	Remarks 备注
1	Mobile Crane 汽车吊	1	10 T	

**1. Lease Duration 租赁期限**

The temporary lease time herein shall be as per the actual usage days, 8-hour working time a day. (Start from 13<sup>th</sup> April 2018) It shall be calculated from while the machine arrives to Party A's Construction Site and starts work.

本协议暂定租赁时间按实际使用天数计算，每天 8 小时工作时间。（2018 年 04 月 13 日起），从设备到达甲方施工现场的首次工作时间开始计算。

**3. Lease Price and Payment 价格与支付**

**3.1 Lease Price 租赁价格**

**3.1.1 Unit Price 租赁单价:**

Unit price is in Bangladesh Taka. 金额单位: 孟加拉塔卡

Table-2  
表: 2

S/N 序号	Name of Machine 机械名称	Rental Rate (30 days ) 月.租金 (30 天)	1 shift per day/ 8 hours 台班.租金(日)	Per Hour 小时租金	Mobilization & demobilization 进出场费用
1	Mobile Crane 汽车吊	430,000TK	14333.33TK	1791.67TK	

The foregoing unit price shall be inclusive of operator and helper' salary (including overtime allowance), food and accommodation, mobilization and demobilization cost, and cost of service and maintenance, which shall be burdened by the Party B but exclusive of cost fuel oil which shall be burdened by Party A.

以上单价中包括操作人员工资(含加班补助)、食宿费、进出场费用维护检修费, 不含燃料费, 燃料费由甲方承担。

### 3.2 Calculation and Payment of Lease Price 租金的计算与支付;

3.2.1 Lease duration hereof shall be calculated since the day when the machines have been mobilized and start work on the site, whereas, its calculation shall be automatically void and /or null until the termination of this lease agreement. Total operation hours of the machine will be 8 hours one day. If overtime work is done beyond 8hours, then overtime charge will be paid as per prior hourly rental rate. Detailed working schedule will be stipulated by Party A.

租赁时间是从施工机械设备到达现场后开始施工起算, 到租赁协议解除为止; 工作时间为 1 天 8 小时, 如需延长工作时间, 加班工作时间累计按小时费用计算。具体的工作时间表按甲方工作时间为准。

3.2.2 The Party B shall provide machines with good technical conditions. At regular intervals, Party B shall maintain and service the machine and bear the cost incurred. Maintenance and service of the machine shall not be done during normal working hours. If the project is delayed or stopped caused by machines repair or maintenance, mechanical breakdown, or operator and helper, corresponding downtime cost will be deducted.

乙方应保证出租机械的完好率。在租赁期间需进行正常机械保养并承担保养费用, 保养应在工作时间之外的时间进行; 因乙方机械维修(含保养)、机械故障、司机操作等原因造成停工, 扣除相应停工时间。

3.2.4 Payment is calculated in accord with the agreed lease period (Please see Table-2). During the lease period as stipulated in the agreement, if the leased machine is ready to work, but Party A has no work, 8 working hours rent will be counted on that day. Provided that the leased machine is break down, the hours will be deducted.

租金按双方约定的基数计算(表: 2)。若乙方机械具备工作条件, 由于天气影响或甲方没有安排任何作业, 甲方须照常支付乙方当日 8 小时租金。但因机械故障所耽误的时间应当相应扣除。



3.2.5 The attendance sheet of the rent machine shall be dispatched to each rent machine every month, machine scheduling personnel shall check and confirm the working time when the work starts and ends each day. For payment, the Party B shall issue signed invoice and receipt with equivalent amount. The rental payment will be paid in cash or cheque in accord with Finance Rule of the Party A. Full sum of lease fee of one month shall be paid on the following month.

机械按月下达外租机械考勤表，此表作为结算依据。每天工作开始与工作结束时由甲方机械调度人员确认工作时间并签字。当天调度当天签字。付款时乙方需要出具等额的收据。本协议采用现金或支票支付（根据甲方财务相关规定执行），租赁费在当月结算手续完成后支付。

#### 4. Responsibilities and Obligations of both the two Parties 双方的责任和义务

##### 4.1 Party B's Responsibilities and Obligations 乙方的责任和义务

4.1.1 Party B shall provide eligible machines with good technical condition. Party B must lease legal machines with a complete set of legal documents and license; Party B shall provide experienced and skilled operators and helpers who must have at least 3 years working experience. Provided that the machinery supplied by Party B fails the required working capacity and performance, Party A shall be entitled to require Party B to replace qualified machinery or terminate this Agreement ahead of the time at Party A's option.

向甲方提供有合法手续且机械性能良好的机械。委派经验丰富、技术熟练的机械操作人员及助手；要具备 3 年以上的工作经验；如甲方发现乙方提供的机械未能达到工作能力要求。甲方有权要求乙方更换机械或提前解除此租赁协议。

4.1.2 Operators from the Party B shall be obedient towards the directions and deployments of the Party A and abide by relevant regulations without any peccancy and violation. The operators from Party B cannot slow down the work on purpose.

乙方操作人员应当服从甲方的统一指挥与调度，并自觉遵守甲方的有关管理规定，不得出现违章违纪现象；不能消极怠工。

4.1.3 Operator is entitled to refuse the wrong instruction for the machines; and in the operation process, operators shall strictly abide with laws, regulations thereof, and mechanic safety instructions, tend to bear all the losses and costs and/or expenses incurred by due to his own causation.

机械操作人员有权拒绝执行错误的指令；在作业过程中严格遵守有关法律法规以及机械安全操作规程，承担由于操作原因造成的损失和发生的费用。

4.1.4 During rent period, if the machine experiences any traffic accident, machinery damage, personnel injury, parts missing and any other accidents, Party B shall bear the liability and cost and loss incurred.

租赁期间，机械所发生的交通、机械、人身（包括车内乘员的人身安全）、丢失等一切安全事故。责任均由乙方承担。



4.1.5 Party B shall keep the machines in good condition at his expense. Machine maintenance and repair should disturb or delay Party A's project. If the machines break often (once every 3 days), Party A has the right to require Party B to replace the machines. If the repair lasts for over 1 day and affects Party A's project schedule, Party A has the right to terminate the agreement early without paying any liquidated damage. Besides, from the day the work stops, this agreement is terminated automatically and lease price is calculated in accord with actual working hours.

乙方需维修及时, 尽量减少修理次数, 不得耽误甲方正常工作。若机械经常出现故障(平均 3 天出现一次故障), 甲方有权要求乙方更换机械。更换机械的出入场费均由乙方自行承担; 若车辆故障需修理 1 天以上, 影响甲方施工进度, 甲方有权提前终止租赁协议, 并无需支付任何赔偿或违约金。从停止工作之日起协议自动终止, 且租赁费用按天计算。

4.1.6 The Party B shall carry out and complete its obligation without being disturbed by local people or other factors in accordance with instruction by the Party A. If the project is delayed by reasons attributable to the Party B, the Party B shall bear the liability and the costs and losses of Party A.

乙方需确保施工不受外界因素干扰, 并根据甲方的调度开展工作。如果由于乙方的原因, 造成项目延期的, 乙方应承担甲方遭受的损失和费用;

4.1.7 During the period of effectiveness of this Lease, the Party B shall not sell, transfer, mortgage or take any other actions /activities which shall infringe the Party B's ownership in respect of aforementioned machines thereof.

乙方不得在租赁期内对租赁机械进行销售、转让、抵押或采取其他任何侵犯租赁机械所有权的的行为;

#### **4.2 The Party A's Responsibilities and Obligations 甲方的责任和义务**

4.2.1 During lease duration, the Usus of machinery to be leased shall be in the possession of the Party A, who shall be entitled to deploy and use the machinery for any construction of works within the scope of this project.

在租赁期间, 租赁机械的使用权归甲方所有, 由甲方统一安排使用, 甲方有权将租赁机械用于本工程范围内的任何施工项目; 所有租赁机械在租赁期间没有甲方允许不得离开施工现场。

4.2.2 The Party A shall be liable for regular supervising and safety education for operators and be entitled to refuse or replace the dissatisfactory operators. The Party A shall, within 1 working day, give clear answer to the Party B if Party A requires to replace operator. If the project is delayed by the reason that unqualified operator is provided by Party B, the Party B shall bear all costs and losses of Party A.

甲方负责对操作人员的日常管理和安全教育。对不符合规定条件的相关机械操作人员有权提出辞退和调换, 乙方必须在 1 个工作日内给出明确答复。如乙方未能按照甲方要求, 及时更换合格的机械操作人员而产生误工, 甲方遭受的损失和费用由乙方承担。

4.2.3 If the work is completed, Party A must, prior to 3 days, notice the Party B and terminates the lease agreement, then Party B must demobilize the machines out of construction site within 3 days, otherwise, Party B will face the consequence and be at all risks by Himself.

如施工工作结束，不再需用机械，甲方需提前 3 天告知乙方，乙方机械必须在 3 日内撤离施工现场，否则后果自负。

4.2.4 The Party A shall, in due time, handle settlement and procedures for payment as specified in agreement.

按照协议约定期限及时办理价款结算和支付；

## 5. Insurance for Leased Property 租赁物的保险

5.1 Party B agrees to and shall be responsible for the coverage of the insurance of leased property providing by Party B against any damage due to all disasters.

乙方提供的租赁机械，由乙方自行办齐相关保险手续，以应付各种灾害所引起的租赁机械的毁损风险。

5.2 During the period of effectiveness of the lease, in event of accident(s), the Party B shall submit all the survey report and relevant documents herein involved to insurance company for the purpose of claim. The Party A is entitled to refuse any liability and costs incurred.

在租赁期间如发生保险事故（机械、人员、交通事故等）。由乙方向保险公司提供检验报告和有关资料，向保险公司索赔，甲方不予负责任何损失和费用。

## 6. Liabilities for Breach of agreement 违约责任

6.1 The agreement comes to effect after signed by both parties, during the period of validity, the agreement shall not be changed or terminated.

本协议自双方签字之日起生效，在协议执行期间，任何一方不得随意变更或解除协议；

6.2 If the rental payment is delayed and Party B refuse to pay after being noticed, the Party B is entitled to terminate the agreement.

如果甲方迟延支付租金，经催告后，甲方仍拒绝支付，乙方可以解除协议。

## 7. Settlement of Disputes 争议的解决

7.1 The Parties hereto shall endeavor to settle all disputes and differences relating to and/or arising out of the agreement amicably.

协议双方应和平解决该协议下产生的所有争议及分歧；

7.2 In the event of the Parties failing to resolve any dispute amicably the same shall be submitted to international Court of Arbitration of ICC for Arbitration in accordance with the Rules of Conciliation and Arbitration of International Chamber of Commerce.



如果双方未友好解决争议，该争议应根据国际商会调停和仲裁规定诉诸国际商会仲裁法院仲裁；

7.3 The place of arbitration shall be Singapore.

仲裁地位于新加坡；

7.4 The Parties further agree that any arbitration award shall be final and binding upon the Parties.

协议双方应认可上述机构形成的最终仲裁结果，并以此形成施用于协议双方的约束力。

## 8. Miscellaneous 其它

8.1 This agreement shall be in triplicate; Party A shall keep two and Party B shall keep one.

本协议一式 3 份，甲方保留 2 份，乙方保留 1 份；

8.2 This agreement shall come into force and effect from date when signed and sealed by both the two parties, invalid and /or null upon the payment settled.

本协议在签字盖章之日起开始生效，价款结清后失效；

8.3 This agreement shall be compiled in both the two languages (Chinese and English), in case of deviations, English version shall be given priority.

本协议以中英文两种文字写就，不一致时以英文表述为准。



**Party A : Bangladesh Ghorashal Project Management Department, The First Northeast Electric Power Engineering Co.,Ltd of China Energy Engineering Group**

甲方: (盖章) 中国能源建设集团东北电力第一工程有限公司孟加拉古拉绍项目部

**Party B:ASHRAF TRADE INTERNATIONAL**

乙方: (盖章)

**ASHRAF TRADE INTERNATIONAL**

**Legal Representative 代表: (Signature 签字)**



**Date 日期:**

**Legal Representative 代表: (Signature 签字)**

MD. Alrozaed to meing



**Date 日期:** 13.04.18