

AGREEMENT OF CONTRACT LABOUR SUPPLY

用工协议合同

MADE AND ENTERED INTO BETWEEN

制定生效

(herein after referred to as "The client /first party")



INNER MONGOLIA THE SECOND ELECTRIC POWER CONSTRUCTION ENGINEERING
CORPORATION LID

内蒙古国电电力建设工程责任有限公司

以下简称“客户/甲方”

And

Ashraf Trade International

Khanepur, Palash, Narsingdi.

(herein referred to as "supplier/second party")

这里称为（供货商/乙方）

WHEREAS the above mentioned parties wish to include an agreement regarding the rendering of contract labour by Second party Outsourcing C.C contract workers(Contractors)

鉴于双方希望达成关于乙方承包甲方合同工劳动合同协议的编制（承包商）。

NOW THEREFOR THE PARTIES AGREE AS FOLLOWS:现在双方协议如下：

1.EMPLOYMENT OF CONTRACT LABOUR/WORKER 1.雇佣合同劳工

Supplier/Second party agrees to employ and supply Labour/worker to the Client/first party for as the Client shall deem this necessary from time to time.供应商/乙方同意向客户/甲方雇佣和供应劳工/雇员，以供客户不时之需。

2.DURATION 期限 (No specific period)

Notwithstanding the date of signature of this agreement by the parties ,this agreement shall indicate that cooperation begins.The Client shall however , be entitled to terminate this agreement earlier subject to the provisions of Clause below and Supplier/Second party agrees that it shall not be entitled to any claim for damages whatsoever should such earlier termination by Client occur.

双方当事人签署本协议之日起，本协议表明合作开始。客户有权根据下列条款的规定提前终止本协议，供应商/乙方同意，如果客户提前终止，则无权要求任何损害赔偿。

This Agreement may be renewed by the parties on its termination (on its expiry date)subject to terms and conditions as the parties may agree.

本协议可在双方终止时（到期日）续签，但双方当事人可以约定。

3.TERMS AND CONDITIONS 条款

EMPLOYMENT OF CONTRACT UNSKILLED LABOUR/MEDIUM VOLTAGE
WELDER/ORDINARY LOW VOLTAGE WELDER/FITTER/SCAFFOLDER/INDUSTRIAL
ELECTRICIANS

雇佣合同普工/ 中压焊工/低压焊工/装配工/架子工/工业电工

Supplier/Second party agrees to employ any or all Unskilled labour/medium voltage welder/ordinary low voltage welder/fitter/scaffolder/Industrial Electricians/and supply such Labour/Worker to the Client for as long as the need exists should the Client deem this necessary.

供应商/乙方同意雇佣任何或所有普工/中压焊工/低压焊工/装配工/架子工/工业电工并且如果客户认为必要，则向客户提供此类劳工/工人。

4.LIABILITIES OF SUPPLIER /SECOND PARTY 供货商/乙方责任

A) Client/first party shall provide the labor schedule to second party be email for two days in advance.And the supplier shall supply the labors according to the schedule.甲方需要提前两天将用工计划发送到乙方邮箱，乙方按照用工计划的要求提供工人。

B) Any contract worker registered with Supplier/Second party supplied to the Client will be

deemed to have all the necessary attributes, qualification and skill required by the client. 供应商提供给客户的合同（合同劳工）须拥有客户所需必要的条件、资质和技能。

C) All labour contracted out to the Client will have undergone a strict medical examination and will have been declared fit to work in an industrial environment, prior to starting work on the client's premises. 承包（提供）给客户的所有劳动力将经过严格的体格检查，并且被证明适合在工业环境中工作，然后才能开始在客户的场所工作。

D) ALL contract labors will report to the client dressed in overall, safety boots, goggles and safety gloves under specific conditions if so required by the client. And all the safety boots, safety helmets, goggles and safety gloves afforded by the First party .

客户要求，所有合同劳工在具体条件下须向客户上报工作服，安全靴，护目镜和安全手套。安全帽、工作服、安全靴、护目镜、安全手套必须甲方提供。

E) Any contract labourer who does not comply with the standards of the client will immediately be replaced and Client shall not pay any other cost to the labor. 任何不符合客户标准的合同劳动者将立即被更换，客户不支付给劳工任何其他费用。

F) No contract labour will be allowed to report for duty under the influence of drugs ,liquor or any intoxicating substance. 在药物、酒类或任何令人陶醉的物质影响下的任何合同劳工不得报到。

G) No employee of Supplier/Second party who has been blacklisted by the client will be allowed to enter or perform any duty on the premises of the client . 任何被客户列入黑名单的供应商/乙方的雇员，均不得在客户场所进入或履行任何义务。

5. SUPERVISION 监督

A) Although employed by Supplier/Second party the Client has the right to oversee the actions of the contract labourer working at such Client and the contract labourer will carry out any legal instruction given to them by such supervisors. the contract labourer must obey the unified management of the customer and the work arrangements, the contract labourer can't refused to the arrangement of the customer. Shall not be slacking, fighting and troublemakers. The client shall have the right to dismiss or ask the supplier/party to replace the new personnel in view of the less than three working days in the first ten working days and the inactive and non-compliant labourer
No payment to a fired employee.

尽管劳工为供应商/乙方雇佣，客户有权监督合同劳动者的行为，合同劳动者将履行由上级主管给与的任何合法指示。合同劳动者必须服从客户的统一管理和工作安排，不得以任何理由拒绝客户的安排。不得消极怠工、打架斗殴、寻衅滋事。应积极配合客户的工作。鉴于前十个工作日内工作不到三个工作日的和消极怠工、不服从管理的劳工，客户有权进行辞退或要求供应商/乙方更换新的人员，所辞退的人员客户不给予任何报酬。

B) The Client will provide a safe working environment for the contract labourers and will supply

operational procedures to such contract labors where this is deemed necessary.

客户将为合同劳动者提供安全的工作环境，并将为认为必要的合同工提供操作程序

C) Both Supplier/Second party and the Client/First Party will ensure that their actions toward the contract labors fall with the boundaries of fair labor practice .

供应商/乙方和客户/甲方将确保他们对合同工的行动在是否是安全界限内。

6.TERMINATION OF CONTRACT 合同终止

A)Where a specific duration of the utilization of a contract labourer is not specified the Client will give notice in writing two days in advance to Supplier/Second party should they wish to terminate the services of any individual contract labourer or group of contract labourers.

如果没有具体规定合同劳动者的使用期限，如果客户希望终止任何个人合同劳动者或合同劳动者的服务，客户需要提前两天向供应商/乙方发出书面通知。

B)Advanced two days written notice must be given by either the Client or Supplier/Second party should any of the two parties wish to terminate the total contract with each other .

任何一方希望终止双方的合同，必须向对方提前两天发出书面通知。

7.REMUNERATION 工资

A)Supplier/Second party will submit an account ,which will be attached to a copy of such time sheets and attendance sheet to the responsible department for perusal and payment .(Client/first party shall check the labour service time sheet and attendance sheet which afforded by Supplier/Second party according the labour attendance sheet in the working place .)

供应商/乙方将提交一个账户，附上时间表及考勤表复印件给负责部门进行审阅和支付。（甲方根据现场劳工考勤表，核对乙方提交的劳工服务时间表和考勤表。）

B)Payment for services rendered must be made to Supplier/Second party within next 15 days after completion of services and the presentation of the related Statement,unless alternative agreements have been made in advance. Client shall pay for the money by cash to the person who appointed by Supplier and client shall be provide the receipt with supplier's company seal when finish payment.

在完成服务和提交相关声明之后的 15 个日内，必须向供应商/第二方支付服务费用，除非提前提供其他协议。客户需要提供现金支付给供应方指定的人员，付款结束后，供应商应提供给客户加盖公司公章的收据。

C) The Client /First Party will pay 440/-BDT per day(Eight Hours working per day) for single Unskilled worker (According to the laborers actual monthly working days to give the daily allowance 10 BDT per unskilled worker as safety insurance.), 650/-BDT per day (Eight Hours working per day) for single ordinary low voltage welder, 800/-BDT per day (Eight Hours working per day) for single ordinary medium voltage welder, 650/-BDT per day(Eight hours working per day) for single fitter , 650/-BDT per day (Eight hours)for single scaffolder, 650/-BDT per day(Eight hours) for single Industrial Electricians(Connecting electrician) to the Supplier/Second

party and then Supplier/Second party pay the Remuneration to the Worker/Labour.

客户/甲方将支付普工每天（8 小时）440/-BDT(根据劳工每月实际工作天数，给与普工每人每天 10BDT 作为安全保险金)，低压焊工每天 650/-BDT(每天工作八小时)，中压焊工每天 800/-BDT(每天工作八小时)，装配工每天 650/-BDT(每天工作八小时)，架子工每天（8 小时）650/-BDT,电工每天（8 小时）650/-BDT 给供应商/乙方，供应商/乙方向工人/劳工支付报酬。

D)The Client/First Party has no other financial liabilities regarding the worker/labour supplied by Supplier/Second party.

客户/甲方对供应商/乙方提供的劳工/工人没有其他财务责任。

8.GENERAL 一般要求

A) In case of Accident /Injury or Death of Worker/Labour at the time of Daily working hours the Medical expenses and other cost will bearded by the Supplier/second party.

在日常工作时间发生工伤/工亡事故时，医疗费用和其他费用由供方/乙方负担。

B) Both Parties will carry out all follow up correspondence bangladesh law in this regard .

双方都将在此方面执行“孟加拉国法令”。

C) The Client /First Party will not provide any living place and Food/water/drinks to the Workers/Labour.

客户/甲方不会向工人/劳工提供任何住宿和食物/饮用水/饮料。

D) Any additional requirements not mentioned in this regard will be implemented on mutual agreement between the Client and Supplier/Second party.

在这里未提及的任何附加要求将在客户和供应商/乙方之间的相互协议下实施。

E) The Client/First Party can't ask to work more than Eight Hours for a Day to the Workers/Labor .If any Worker/labor agrees to work more than Eight hours for a day the Client should pay over Time salary to what Worker/labor. As double of the hour salary.

客户/甲方不能要求劳动者/劳工超过八小时的工作。如果任何工人/劳动者同意加班，客户应向工人/劳工支付加班工资,按照双被一小时。

9.ADDITIONAL ITEM 附加条款

A) The Labour which provided by Supplier/second party should not be absenteeism without any reasonable reasons . If The Labour absent the work without any reasonable reasons, The Client/First Party will ask the second party not to do this type of work .

乙方提供的劳动者不得无故旷工，如发生劳工无故旷工，甲方将通知乙方。

B)If The number of laborers which provided by Supplier/second party is more than twenty (20 persons of laborers) then the Supplier/second party should supply security management professionals. AND the security management professionals must to perform the responsibility of safety management and supervision in the working place and take the responsibility to the laborers

security .

乙方超过 20 人（用工数量），则乙方需要提供安全管理专职人员，在现场行使安全管理和监护的责任，并对在场劳工的安全负责。

C) The laborers which provided by Supplier/second party should working according to the schedule which supplied by The Client/First Party (eight hours per day). When the off duty in the afternoon , the working place squad leader will check and sign to confirm the work attendance of each labour .And The Client/First Party shall summarize the last month labour attendance in the 5th day of per month as the gist of the salary calculation .

乙方提供的劳工将按照甲方提供的时间表进行工作（每天八小时）。下午下班时，由甲方现场班长签字确认每名劳工的考勤。每月五号由甲方汇总上月劳工考勤作为工资结算依据。

D) Before the 15th day per month The salary payment will be done .The Client/First Party shall summarize the last month labour attendance in the 5th day of per month And the Supplier/second party need to supply the attendance sheet .The Client/First Party shall make a calculation according to the actual working situation after checking . AND The Client/First Party will Deduct about Ten percent (10%) of the totally payment as deposit per month .AND The Client/First Party will return the first month deposit in the next month . The payment type is cash and the currency is the local currency of BANGLADESH.

付款时间为每月 15 号之前。每月 5 号开始汇总上月考勤，并要求乙方提供考勤表。甲方审核后按照实际工作情况进行结算，同时扣除每月应付工资的 10%作为保证金，下个自然月返还第一个月的保证金。付款方式为现金，货币为孟加拉当地货币。

SIGNED AT MIDRAND THIS 签署: _____ DAY OF 日期

WITNESS 见证:

1.

2.

For the Client/first Party (duly
authorized)

客户/甲方 (经授权)



SIGNED AT MIDRAND THIS 签署: _____ DAY OF 日期

WITNESS 见证

3.

4.

For the Supplier/Second Party

(duly authorized)

供应商/乙方 (经授权)



CONTRACT

First Party: G4 Project Department GPEC Ghorashal Power Station
Bangladesh

Second Party: Ashraf Trade International

Now we reach the below agreements

Items labour	Inner 8 hours Price(taka)	Over 8 hours
Unskilled labour	430/day	2-fold
Skilled labour	650/day	2-fold

First Party Signature: 

Second Party Signature: 



31-3-2017
Date: