

机电产品采购
国际竞争性招标文件
(第一册)

The Bidding Documents for ICB Procurement of
Mechanic & Electronic Products
(Volume One)

中华人民共和国商务部
机电和科技产业司编
2008年版

Department of Mechanic, Electronic and Hi-Tech Industry Ministry of Commerce, P.R.C
Edition: 2008

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Volume Two (Bound Separately)

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第六章 投标资料表

Chapter 6 Bid Data Sheet

第七章 评分办法

Chapter 7 Scoring Method

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Chapter 8 Goods Demand List and Technical Specifications for details

第九章 采购合同

Chapter 9 Procurement Contract

第一章 投标人须知

Chapter I Instructions to Bidders

一、说明

I. Introduction

1. 资金来源

1. Source of Funds

1.1 本招标文件第二册第六章投标资料表中所述的招标人已拥有一笔资金 / 贷款。招标人计划将一部分资金 / 贷款用于支付本次招标后所签订合同项下的款项。

1.1 The Tenderer named in the Volume II Chapter 6 "Bid Data Sheet" of the bidding documents has obtained a fund/loan. The Tenderer intends to apply a portion of the proceeds of this fund/loan to the payments under the contract for which this tender is issued.

2. 招标机构及合格的投标人

2. Tendering Agent and Eligible Bidders

2.1 招标机构

2.1 Tendering Agent

机电产品国际招标机构是指依照中华人民共和国商务部令 2005 年第 6 号《机电产品国际招标机构资格审定办法》取得招标资格并从事机电产品国际招标代理业务的企业法人。本次招标的招标机构名称、地址、电话和传真见投标资料表。

The Tendering Agent for ICB Procurement of Mechanic and Electronic Products (hereinafter referred to as "Tendering Agent") means the Legal Person approved and authorized by the Ministry of Commerce to handle the procurement of mechanic and electronic products by way of International Competitive Bidding (ICB) in accordance with the *Measures for Examining and Approving the Qualification of International Tendering Institutions for Electromechanical Products*, Decree No.6, 2005 of the Ministry of Commerce of the People's Republic of China. Details such as name, address, telephone and facsimile of the Tendering Agent for this bidding are listed in the Bid Data Sheet.

2.2 合格的投标人

2.2 Eligible Bidders

1) 投标人是响应招标、参加投标竞争的法人或其他组织。除非另有规定，凡是来自中华人民共和国或是与中华人民共和国有正常贸易往来的国家或地区(以下简称“合格来源国 / 地区”)的供货人均可投标。

1) Bidders are legal persons or other organizations who participate in bidding. This Invitation for Bids is open to all suppliers from within the People's Republic of China (hereinafter abb. as "PRC") and all countries/areas which have regular trade relations with PRC (hereinafter called "the eligible source countries/areas"), except as provided hereinafter.

2) 投标人不得直接或间接地与招标人为采购本次招标的货物进行设计、编制规范和其他文件所委托的咨询公司或其附属机构有任何关联。

2) Bidders should not be associated, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Tenderer to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this tender.

3) 只有在法律上和财务上独立、合法运作并独立于招标人和招标机构的供货人才能参加投标。

3) The Suppliers may participate in the bids only if they are legally and financially autonomous, if they operate under relevant law, and if they are not a dependent agency of the Tendering Agent and the Tenderer.

3. 合格的货物和服务

3. Eligible Goods and Services

3.1 合同中提供的所有货物及其有关服务的原产地，均应来自上述 2.2 条款规定的合格来源国 / 地区。本合同的支付也仅限于这些货物和服务。

3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries/areas, as defined in clause 2.2 above, and all expenditures made under the contract will be limited to such goods and services.

3.2 本款所述的“原产地”是指货物开采、生长或生产或提供有关服务的来源地。所述的“货物”是指通过制造、加工或用重要的和主要的元部件装配而成的，其基本特征、功能或效用应是商业上公认的与元部件有着实质性区别的产品。

3.2 For purposes of this clause, "origin" means the place where the goods are mined, grown or produced, or the place from which the related services are supplied. "Goods" are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 货物和服务的原产地有别于投标人的国籍。

3.3 The origin of goods and services is distinct from the nationality of the Bidder.

4. 投标费用

4. Cost of Bid

4.1 投标人应承担所有与准备和参加投标有关的费用。不论投标的结果如何，投标资料表中所述的招标机构和招标人均无义务和责任承担这些费用。

4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Tendering Agent and the Tenderee, named in the Bid Data Sheet, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bid process.

二、招标文件

II. Bidding Documents

5. 招标文件的编制依据与构成

5. Compilation Principle and Content of Bidding Documents

5.1 本招标文件的编制依据是《中华人民共和国招标投标法》和中华人民共和国商务部令 2004 年第 13 号《机电产品国际招标投标实施办法》。

5.1 The bidding document is compiled based on *The Bidding Law of the People's Republic of China* and Order No.13 [2004] of the Ministry of Commerce *The Measures for the Implementation of International Competitive Bidding of Mechanical and Electrical Products*.

5.2 要求提供的货物、招标过程和合同条件在招标文件中均有说明。招标文件以中文或中、英文两种文字编写。以中、英文两种文字编写时，两种文字具有同等效力；中文本与英文本如有差异，以中文本为准。

5.2 The goods required, bidding procedures and contract terms are prescribed in the bidding documents. The bidding document is written either by Chinese or by Chinese and English. In the case of Chinese and English, two languages have the same effectiveness. In the event of any discrepancies between them, the Chinese version shall govern.

招标文件共八章，分装两册。各册的内容如下：

The content of the bidding documents consisting of eight sections will be separated into two volumes as follows:

第一册

Volume One

第一章 投标人须知

Chapter I Instructions to Bidders

第二章 合同通用条款

Chapter II General Conditions of Contract

第三章 合同格式

Chapter III Contract Form

第四章 投标文件格式

Chapter IV Formats of Bids

第二册

Volume Two

第五章 投标邀请

Chapter V Invitation for Bids

第六章 投标资料表

Chapter VI Bid Data Sheet

第七章 合同专用条款

Chapter VII Special Conditions of Contract

第八章 货物需求一览表及技术规格

Chapter VIII Schedule of Requirements and Technical Specifications

5.3 投标人应认真阅读招标文件中所有的事项、格式、条款和技术规格等。投标人没有按照招标文件要求提交全部资料，或者投标没有对招标文件在各方面都作出实质性响应是投标人的风险，并可能导致其投标被拒绝。

5.3 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

6. 招标文件的澄清

6. Clarification of Bidding Documents

6.1 任何要求对招标文件进行澄清的潜在投标人，均应以书面形式通知招标机构和招标人。招标机构对其在投标资料表中所述投标截止期 5 日以前收到的对招标文件的澄清要求均以书面形式予以答复，同时将书面答复发给每个购买招标文件的潜在投标人(答复中不包括问题的来源)。

6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Tendering Agent and the Tenderee in writing. The Tendering Agent will respond in writing to any request for clarification of the bidding documents which it receives no later than five (5) days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Tendering Agent's response (without identifying the source of inquiry) will be sent to all prospective bidders who have purchased the bidding documents.

6.2 投标人认为招标文件存在歧视性条款或不合理要求，应在规定时间内一次性全部提出。

6.2 If the Bidder regards any discrimination clause or unreasonable requirement in the bidding document, he shall submit once and for all in the stipulated time.

7. 招标文件的修改

7. Amendment of Bidding Documents

7.1 在投标截止期前，无论出于何种原因，招标机构和招标人可主动地或在解答潜在投标人提出的澄清问题时对招标文件进行修改。

7.1 Prior to the deadline for submission of bids, the Tendering Agent and tenderee, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.

7.2 招标文件的修改是招标文件的组成部分，将以书面形式通知所有购买招标文件的潜在投标人，并对潜在投标人具有约束力。潜在投标人在收到上述通知后，应立即以书面形式向招标机构和招标人确认。

7.2 All prospective bidders who have purchased the bidding documents will be notified of the amendment in writing, and will be binding on them. The amendment is a part of the bidding document. Prospective Bidders shall promptly acknowledge the receipt thereof in writing to the Tendering Agent/the Tenderee.

7.3 为使投标人准备投标时有充分时间对招标文件的修改部分进行研究，招标机构和招标人将适当推迟投标截止期。

7.3 In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Tendering Agent, at its discretion, will extend the deadline for the submission of bids.

三、投标文件的编制

III. Preparation of Bids

8. 投标的语言

8. Language of Bid

8.1 投标人提交的投标文件以及投标人与招标机构和招标人就有关投标的所有来往函电均应使用投标资料表中规定的语言书写。投标人提交的支持资料和已印刷的文献可以用另一种语言，但相应内容应附有投标资料表中规定语言的翻译本，在解释投标文件时以翻译本为准。

8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Tendering Agent/ the Tenderee, shall be written in the language specified in the Bid Data Sheet. Supporting information and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bid Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.

9. 投标文件的构成

9. Documents Comprising the Bid

9.1 投标人编写的投标文件应包括下列部分：

9.1 The bid prepared by the Bidder shall comprise the following components:

1)按照本须知第 10、11 和 12 条要求填写的投标书、投标分项报价表以及供唱标时使用的、单独密封的开标一览表；

1) A Bid Form, Bid sub-quotation list and a Summary Sheet for Bid Opening which shall be submitted in a separate envelope completed in accordance with ITB Clauses 10, 11 and 12;

2)按照本须知第 13 条要求出具的资格证明文件，证明投标人是合格的，而且中标后有能力履行合同；

2) Qualification document established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;

3) 按照本须知第 14 条要求出具的证明文件，证明投标人提供的货物及服务是合格的，且符合招

文件规定；

3) Qualification document established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible and conform to the bidding documents;

4)按照本须知第 15 条规定提交的投标保证金。

4) Bid security submitted in accordance with ITB Clause 15.

10. 投标文件的编写

10. Compilation of Bid

10.1 投标人应按照第四章投标文件格式完整地填写投标书、开标一览表、投标分项报价表以及招标文件中规定的其它内容。

10.1 The Bidder shall complete the Bid Form, Summary Sheet for Bid Opening and Bid Sub-quotation List and other stipulated contents furnished in Chapter IV "Formats of Bids" of the bidding documents.

11. 投标报价

11. Bid Prices

11.1 投标人应在投标分项报价表上标明本合同拟提供货物的单价(如适用)和总价。投标总价中不得包含招标文件要求以外的内容，否则，在评标时不予核减。投标总价中也不得缺漏招标文件所要求的内容，否则，评标时将有效投标中该项内容的最高价计入其投标总价。

11.1 The Bidder shall indicate on the appropriate Bid Sub-quotation List the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract. The total bid price shall not include any items beyond the requirement of the bidding document; otherwise, the offer on such items will not be deducted when evaluation. Also, the total bid price shall not omit any items required in the bidding document; otherwise, the highest offer of the same item among the effective bids will be added to the total bid price.

11.2 投标分项报价表上的价格应按下列方式分别填写：

11.2 Prices indicated on the Bid Sub-quotation List shall be entered separately in the following manner:

11.2.1 从中华人民共和国境内提供的货物：

11.2.1 For goods offered from within PRC:

1)报所供货物的 EXW(出厂)价、仓库交货价、展室交货价或货架交货价的，除应包括要向中华人民共和国政府缴纳的增值税和其它税，还应包括对以下①、②两项已交纳或应交纳的全部关税、增值税和其它税：

1) The price of the goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable), including Value Added Taxes (VAT) and other taxes already paid or payable to the government of PRC, as well as all customs duties, VAT and other taxes paid or payable described in the following subparagraphs① and ②:

①报 EXW 价的货物在制造或组装时使用的部件和原材料是从境外进口的；或

① on the components and raw material used in the manufacture or assembly or goods of foreign origin quoted ex-works or ex-factory; or

②报仓库交货价、展室交货价或货架交货价的货物是从境外进口的。

② on the previously imported goods of foreign origin quoted ex-warehouse, ex- showroom, or off-the-shelf.

2)如果投标资料表中有规定，报货物运至最终目的地的内陆运输、保险和伴随货物交运的有关费用。

2) The price for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination, if specified in the Bid Data Sheet.

3) 报投标资料表中列出的其他伴随服务的费用(如果有的话)。

3) The price of other (incidental) services, if any, listed in the Bid Data Sheet.

11.2.2 从中华人民共和国境外提供的货物:

11.2.2 For goods offered from abroad of PRC:

1) 按照投标资料表中的规定, 报 CIF(指定目的港)价, 或 CIP(指定目的地)价。

1) The price of the goods shall be quoted CIF named port of destination, or CIP named place of destination in PRC, as specified in the Bid Data Sheet.

2) 如果投标资料表中有规定, 报 FOB(指定装运港)价, 或 FCA(指定承运地点)价, 或其它方式的报价。

2) The price of goods quoted FOB port of shipment or FCA (free carrier), or other terms as the case may be, if specified in the Bid Data Sheet.

3) 如果投标资料表中有规定, 报货物从进口口岸运至最终目的地的内陆运输、保险和其他当地发生的伴随费用。

3) The price for inland transportation, insurance, and other local costs incidental to delivery of the goods from the port of entry to their final destination, if specified in the Bid Data Sheet.

4) 报投标资料表中列出的其他伴随服务费用(如果有的话)。

4) The price of other (incidental) services, if any, listed in the Bid Data Sheet.

11.3 EXW、CIF 和 CIP 等价格术语, 应根据巴黎国际商会现行最新版本的《国际贸易术语解释通则》(Incoterms)的规定来解释。

11.3 The terms EXW, CIF, CIP, etc., shall be governed by the rules prescribed in the current latest edition of *Incoterms* published by the International Chamber of Commerce, Paris.

11.4 投标人根据本须知第 11.2 条的规定将投标价分成几部分, 只是为了方便招标机构和招标人对投标文件进行比较, 并不限制招标人以上述任何条件订立合同的权力。

11.4 The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Tendering Agent and the Tenderer and will not in any way limit the Tenderer's right to contract on any of the terms offered.

11.5 除非投标资料表中另有规定, 投标人所报的投标价在合同执行过程中是固定不变的, 不得以任何理由予以变更。任何包含价格调整要求的投标被认为是非实质性响应投标而予以拒绝。

11.5 Except as otherwise specified in Bid Data Sheet, prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as substantially non-responsive and will be rejected.

11.6 除投标资料表中允许有备选方案外, 本次招标不接受选择性报价。除本须知有规定外, 本次招标不接受具有附加条件的报价。

11.6 Except as otherwise permitted in Bid Data Sheet, alternative bid is not permitted. Except as otherwise stipulated in Instructions to Bidders, bid price with additional condition will not be accepted.

12. 投标货币

12. Bid Currencies

12.1 除非另有规定或许可, 投标人从中华人民共和国境内提供的货物和服务用人民币报价。

12.1 The prices shall be quoted in RMB for goods and services that the Bidder will supply from within PRC, unless specified or permitted otherwise.

12.2 投标人从中华人民共和国境外提供的货物和服务用投标资料表中规定的货币报价。

12.2 The prices shall be quoted in any of the currencies defined in the Bid Data Sheet for goods and services that the Bidder will supply from outside PRC.

13. 证明投标人合格和资格的文件

13. Documents Establishing Bidder's Eligibility and Qualifications

13.1 投标人应提交证明其有资格参加投标和中标后有能力和履行合同的文件,并作为其投标文件的一部分。如果投标人为联合体,应提交联合体各方的资格证明文件、共同投标协议并注明主办人及各方拟承担的工作和责任。否则,将导致其投标被拒绝。

13.1 The Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted. If the Bidder is a Joint Venture, each member of the Joint Venture shall submit respectively the Qualification Documents, together with the Joint Venture Agreement in which the leading member of the Joint Venture and respective work scope and responsibility shall be clearly indicated. Otherwise, its bid will be rejected.

13.2 投标人提交的资格证明文件应证明其来自本须知第 2.2 条款定义的合格来源国 / 地区。

13.2 The documentary evidence of the Bidder's eligibility to bid shall establish that the Bidder, at the time of submission of its bid, is from an eligible country/ areas as defined under ITB Clause 2.2.

13.3 投标人提交的证明其中标后能履行合同的资格证明文件应包括下列文件:

13.3 The documentary evidence of the Bidder's Qualification Documents to perform the contract if its bid is accepted shall establish:

1)如果投标人按照合同提供的货物不是投标人自己制造的,投标人应得到货物制造商同意其在本次投标中提供该货物的正式授权书(见格式IV-9-4);

1) in the case of a Bidder offering to supply goods under the contract which the Bidder does not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or Producer to supply the goods in this bid project, (format as per Form IV-9-4);

2)证明投标人已具备履行合同所需的财务、技术和生产能力的文件;

2) Bidder has the financial, technical and production capability necessary to perform the contract;

3)证明投标人满足投标资料表中列出的业绩要求的文件;

3) Bidder meets the qualification criteria listed in the Bid Data Sheet;

4)投标人开户银行在开标日前三个月内开具的资信证明原件或该原件的复印件;

4) that, the Bidder shall provide the bank reference letter issued within three months prior to the time of bid opening in original or its copy;

5)招标文件中要求的其它资格证明文件。

5) Other Qualification Documents required in the bidding document.

14. 证明货物的合格性和符合招标文件规定的文件

14. Documents establishing goods' eligibility and conformity to bidding documents

14.1 投标人应提交证明文件,证明其拟供的合同项下的货物和服务的合格性符合招标文件规定。该证明文件作为投标文件的一部分。

14.1 The Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.

14.2 货物和服务合格性的证明文件应包括投标分项报价表中对货物和服务原产地的说明,并由装运货物时出具的原产地证书证实。

14.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Bid Sub-quotation List of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

14.3 证明货物和服务与招标文件的要求相一致的文件,可以是文字资料、图纸和数据,它包括:

14.3 The documentary evidence of conformity of the goods and services to the bidding documents may be

in the form of literature, drawings and data, and shall consist of:

1)货物主要技术指标和性能的详细说明;

1) a detailed description of the essential technical and performance characteristics of the goods;

2)货物从招标人验收后开始使用至投标资料表中规定的周期内正常、连续地使用所必须的备件和专用工具清单, 包括备件和专用工具的货源及现行价格;

2) a list, giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Tenderer; and

3)对照招标文件技术规格, 逐条说明所提供货物和服务已对招标文件的技术规格做出了实质性的响应, 并申明与技术规格条文的偏差和例外。特别对有具体参数要求的指标, 投标人必须提供所投设备的具体参数值。

3) an item-by-item commentary on the Technical Specifications of the bidding document demonstrating substantial responsiveness of the goods and services to those specifications, and a statement of deviations and exceptions to the provisions of the Technical Specifications. Particularly, to those specifications with specific parameters, the bidder shall furnish specific parameter value of offered goods.

14.4 投标人在阐述上述第 14.3 3)时应注意招标文件的技术规格中指出的工艺、材料和设备的标准以及参照的品牌或型号仅起说明作用, 并没有任何限制性。投标人在投标中可以选用替代标准、品牌或型号, 但这些替代要实质上满足或超过招标文件的要求。

14.4 For purposes of the commentary to be furnished pursuant to ITB Clause 14.3 3) above, the Bidder shall note that standards for workmanship, material and equipment, as well as references to brand names or model designated in the Technical Specifications of the bidding document, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or model in its bid, provided that the substitutions ensure substantial equivalence to those designated in the bidding document.

15. 投标保证金

15. Bid security

15.1 投标人应提交投标资料表中规定数额的投标保证金, 并作为其投标的一部分。

15.1 The Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.

15.2 投标保证金是为了保护招标机构和招标人免遭因投标人的行为而蒙受损失。招标机构和招标人在因投标人的行为受到损害时可根据本须知第 15.7 条的规定没收投标人的投标保证金。

15.2 The bid security is required to protect the Tendering Agent and the Tenderer against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.

15.3 投标保证金应用投标货币或招标机构可接受的货币, 并采用下列任何一种形式:

15.3 The bid security shall be denominated in the currency of the bid or in another currency acceptable to the Tendering Agent, and shall be in one of the following forms:

1)由一家在中华人民共和国境内或境外信誉好的银行用招标文件提供的格式或招标机构接受的其它格式出具的银行保函或不可撤销的信用证, 其有效期应超过投标有效期 30 日;

1) A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in PRC or abroad, in the form provided in the bidding documents or another form acceptable to the Tenderer and valid for thirty (30) days beyond the validity of the bid; or

2)银行本票、即期汇票、保兑支票或现金, 或投标资料表中规定的其它形式。

2) A cashier's order, demand draft, certified check, cash, or other forms stipulated in the Bid Data Sheet.

15.4 凡没有根据本须知第 15.1 和 15.3 条的规定随附投标保证金的投标, 应按本须知第 24 条的规定视为非实质性响应, 并予以拒绝。

15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected as substantially non-responsive, pursuant to ITB Clause 24.

15.5 未中标的投标人的投标保证金，将尽速并不晚于按照本须知第 16 条规定的投标有效期期满后 30 日原额退还投标人。

15.5 Unsuccessful bidders' bid security will be discharged or returned in its original amount as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity pursuant to ITB Clause 16.

15.6 中标人的投标保证金，在中标人按本须知第 34 条规定签订合同，按本须知第 35 条规定交纳了履约保证金，并按本须知第 36 条规定交纳了招标服务费后予以退还。

15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 34, and furnishing the performance security, pursuant to ITB Clause 35, and paying the service charge for bidding, pursuant to ITB Clause 36.

15.7 下列任一情况发生时，投标保证金将被没收：

15.7 The bid security may be forfeited as following:

1) 投标人在招标文件中规定的投标有效期内撤回其投标；

1) if a Bidder withdraws its bid during the period of bid validity specified in the bidding documents; or

2) 中标人在规定期限内未能根据本须知第 34 条规定签订合同；

2) if the successful Bidder fails to sign the contract in accordance with ITB Clause 34; or

3) 中标人在规定期限内未能根据按本须知第 35 条规定提交履约保证金；

3) if the successful Bidder fails to furnish performance security in accordance with ITB Clause 35; or

4) 中标人未按本须知第 36 条规定交纳招标服务费。

4) if the successful Bidder fails to pay the service charge for bidding in accordance with ITB Clause 36.

16. 投标有效期

16. Period of Validity of Bids

16.1 投标应自投标资料表中规定的开标日起，并在投标资料表中所述期限内保持有效。

16.1 Bids shall remain valid for the period specified in the Bid Data Sheet from the date of bid opening specified in the Bid Data Sheet.

投标有效期不足的投标将被视为非实质性响应，并予以拒绝。

A bid valid for a shorter period shall be rejected as substantially non-responsive.

16.2 特殊情况下，在原投标有效期截止之前，招标机构可要求投标人延长投标有效期。这种要求与答复均应以书面形式提交。投标人可拒绝招标机构的这种要求，其投标保证金将不会被没收，但其投标在原投标有效期期满后不再有效。同意延长投标有效期的投标人将不会被要求和允许修正其投标，而只会被要求相应地延长其投标保证金的有效期。在这种情况下，本须知第 15 条有关投标保证金的退还和没收的规定将在延长了的有效期内继续有效。

16.2 In exceptional circumstances, prior to the expiry of the original bid validity period, the Tendering Agent may request the Bidder to extend the period of validity. The request and the responses thereto shall be made in writing. Bidder may refuse the request without forfeiting its bid security, however, its bid will no longer be valid after the expiration of bid validity period. Bidder agreeing to the request will not be required nor permitted to modify its bid, but will be required to extend the validity of its Bid Security correspondingly. The provisions of Clause 15 regarding discharge and forfeiture of Bid Security shall continue to apply during the extended period of bid validity.

17. 投标文件的式样和签署

17. Format and Signing of Bids

17.1 投标人应准备一份投标文件正本和投标资料表中规定数目的副本,每套投标文件须清楚地标明“正本”或“副本”。若副本与正本不符,以正本为准。

17.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL" or "COPY "of bid, as appropriate. In the event of any discrepancy between them, the original shall govern.

17.2 投标文件的正本需打印或用不褪色墨水书写,并由法定代表人或经其正式授权的代表签字。授权代表须将以书面形式出具的《法定代表人授权书》附在投标文件中。除投标资料表中另有规定外,投标文件的每一页都应由法定代表人或其授权代表用姓或首字母签字。投标文件的副本应为正本的复印件。

17.2 The original bid shall be typed or written in indelible ink and shall be signed by the legal representative of the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The authorization shall be indicated by written power of attorney accompanying the bid. Except as otherwise stipulated in the Bid Data Sheet, all pages of the bid, shall be initialed by the person or persons signing the bid. A copy of the tender documents should be a copy of the original.

17.3 任何行间插字、涂改和增删,必须由投标文件签字人在旁边签字才有效。

17.3 Any interlineation, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

四、投标文件的递交

IV. Submission of Bids

18. 投标文件的密封和标记

18. Sealing and Marking of Bids

18.1 投标文件应包括开标一览表。为方便开标时唱标,投标人还应将开标一览表和投标保证金单独密封提交,并在信封上标明“开标一览表”字样。投标人应将投标文件正本和所有的副本分开密封装在单独的信封中,且在信封上标明“正本”“副本”字样。然后再将所有信封封装在一个外层信封中。

18.1 Summary Sheet for Bid Opening shall be included in the bid. For the convenience of Bid Opening, the Bidder is also required to submit the Summary Sheet for Bid Opening, together with the Bid Security, in a separate envelope and duly marking the envelope as "Summary Sheet for Bid Opening". The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY". All these envelopes shall be sealed in an outer envelope.

18.2 内外层信封均应:

18.2 The inner and outer envelope shall be:

1)清楚标明递交至投标资料表中指明的地址。

1) Addressed to the address given in the Bid Data Sheet; and

2)注明投标资料表中指明的项目名称、投标邀请的标题、编号和“在(开标日期和时间)之前不得启封”的字样,并填入投标资料表中规定的开标日期和时间。

2) bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and the word "DO NOT OPEN BEFORE ____ (Bid opening time and date)", followed by the time and date for bid opening specified in the Bid Data Sheet.

18.3 内层信封应写明投标人名称和地址,以便将迟交的投标文件能原封退回。

18.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bids to be returned unopened in case it is declared "late".

18.4 如果外层信封未按本须知第 18.2 条要求加写标记和密封,招标机构对误投或提前启封概不负责。

18.4 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Tendering Agent will assume no responsibility for the bid's misplacement or premature opening.

19. 投标截止期

19. Deadline for Submission of Bids

19.1 投标人应在不迟于投标资料表中规定的截止日期和时间将投标文件递交至招标机构, 递交地点应是投标资料表中指明的地址。

19.1 Bids must be received by the Tendering Agent at the address specified in Bid Data Sheet no later than the time and date specified in the Bid Data Sheet.

19.2 招标机构可以按本须知第 7 条规定, 通过修改招标文件自行决定酌情推迟投标截止期。在此情况下, 招标机构、招标人和投标人受投标截止期制约的所有权利和义务均应延长至新的截止期。

19.2 The Tendering Agent may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the Tendering Agent/the Tenderee and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

20. 迟交的投标文件

20. Bids for Late delivery

20.1 招标机构将拒绝并原封退回在本须知第 19 条规定的截止期后收到的任何投标文件。

20.1 Any bid received by the Tendering Agent after the deadline for submission of bids, pursuant to ITB Clause 19, will be rejected and returned unopened to the Bidder.

21. 投标文件的修改与撤回

21. Modification and Withdrawal of Bids

21.1 投标人在递交投标文件后, 可以修改或撤回其投标, 但投标人必须在规定的投标截止期之前将修改或撤回的书面通知递交到招标机构。

21.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification from the Bidder, including substitution or withdrawal of the bids, is received by the Tendering Agent prior to the deadline for submission of bids.

21.2 投标人的修改或撤回通知应按本须知第 18 条规定编制、密封、标记和递交。

21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of ITB Clause 18.

21.3 在投标截止期之后, 投标人不得对其投标做任何修改。

21.3 No bid may be modified after the deadline for submission of bids.

21.4 从投标截止期至投标人在投标书中确定的投标有效期期满的这段时间内, 投标人不得撤回其投标, 否则其投标保证金将按照本须知第 15.7 条的规定被没收。

21.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to ITB Clause 15.7.

五、开标与评标

V. Opening and Evaluation of Bids

22. 开标

22. Opening of Bids

22.1 招标机构在投标资料表中规定的日期、时间和地点组织公开开标。开标时邀请所有投标人代表自愿参加。参加开标的代表应签名报到以证明其出席。

22.1 The Tendering Agent will open all bids in the presence of bidders' representatives who choose to attend, in the place and at the date and time specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register evidencing their attendance.

22.2 开标时，招标机构当众宣读投标人名称、修改和撤回投标的通知、投标价格、价格变更声明、是否提交了投标保证金，以及招标机构认为合适的其他内容。除了按照本须知第 20 条的规定原封退回迟到的投标之外，开标时将不得拒绝任何已购买招标文件的投标人的投标。

22.2 The bidders' names, bid modifications or withdrawals, bid price, price modification statement, and the presence or absence of the requisite bid security and such other details as the Tendering Agent, at its discretion, may consider appropriate, will be announced at the bid opening. No bid submitted by bidders who have purchased the bidding document, shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.

22.3 在开标时没有启封的投标文件和没有读出的上述第 22.2 条款的内容，在评标时将不予考虑，并将原封退回给投标人。

22.3 Bids that are not opened and the contents of ITB Clause 22.2 that are not read out at the bid opening shall not be considered further for evaluation. Such bids will be returned unopened to the bidders.

22.4 招标机构将做开标记录。

22.4 The Tendering Agent will prepare minutes of the bid opening.

23. 评标委员会和评标方法

23. Bid Evaluation Committee and Evaluation Method

23.1 评标由依照有关法规组建的评标委员会负责。评标委员会将按照投标资料表中确定的最低评标价法或综合评价法进行。本投标人须知第 26 条和第 27 条的规定适用于最低评标价法；综合评价法的评价方法和标准在本招标文件第二册中规定。评标委员会对投标文件的评审，分为符合性检查、商务评议、技术评议和价格评议 / 综合评议。

23.1 The bid evaluation will be taken charge by the Bid Evaluation Committee, established in accordance with relevant laws and regulations. The Bid Evaluation Committee will adopt the "Lowest Evaluated Price Method" or the "Comprehensive Evaluation Method" stipulated in the Bid Data Sheet. In the case of the "Lowest Evaluated Price Method", ITB Clause 26 and Clause 27 will be applicable; while the evaluating method and criteria of the "Comprehensive Evaluation Method" will be stipulated in Volume Two of this bidding document. The evaluation on bids by the Bid Evaluation Committee includes preliminary examination, commercial evaluation, technical evaluation and price comparison/comprehensive evaluation.

23.2 在评标期间，评标委员会可要求投标人对其投标文件进行澄清，但不得寻求、提供或允许对投标价格等实质性内容做任何更改。有关澄清的要求和答复均应以书面形式提交。

23.2 During evaluation of the bids, the Bid Evaluation Committee may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered or permitted.

24. 投标文件的初审

24. Preliminary Examination

24.1 评标委员会将审查投标文件是否完整、总体编排是否有序、文件签署是否合格、投标人是否提交了投标保证金、有无计算上的错误等。

24.1 The Bid Evaluation Committee will examine the bids to determine whether they are complete, whether the bids are generally in order, whether required securities have been furnished, whether the documents have been properly signed, and whether any computational errors have been made.

24.2 算术错误将按以下方法更正：若单价计算的结果与总价不一致，以单价为准修改总价；若用文字表示的数值与用数字表示的数值不一致，以文字表示的数值为准。如果投标人不接受对其错误的更正，其投标将被拒绝。

24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the bidder does not accept the correction of the errors, its bid will be rejected.

24.3 对于投标文件中不构成实质性偏差的不正规、不一致或不规则，评标委员会可以接受，但这种接受不能损害或影响任何投标人的相对排序。

24.3 The Bid Evaluation Committee may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

24.4 在详细评标之前，评标委员会要审查每份投标文件是否实质上响应了招标文件的要求。实质上响应的投标应该是与招标文件要求的关键条款、条件和规格相符，没有重大偏离的投标。对关键条款的偏离、保留或反对，例如关于投标保证金、适用法律、税及关税等内容的偏离将被认为是实质上的偏离。评标委员会决定投标的响应性只根据投标本身的真实无误的内容，而不依据外部的证据，但投标有不真实不正确的内容时除外。

24.4 Prior to the detailed evaluation, the Bid Evaluation Committee will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to the terms and conditions of the bidding documents without material deviations. Deviation from, or objections or reservations to critical provisions, such as those concerning Bid Security, Applicable Law, and Taxes and Duties, will be deemed to be a material deviation. The Bid Evaluation Committee's determination of a bid's responsiveness is to be based on the true and correct contents of the bid itself without recourse to extrinsic evidence, unless the bid contains untrue and incorrect contents.

24.5 实质上没有响应招标文件要求的投标将被拒绝。投标人不得通过修正或撤销不合要求的偏离或保留从而使其投标成为实质上响应的投标。

24.5 If a bid is not substantially responsive, it will be rejected and may not subsequently be made responsive by the Bidder having corrected or withdrawn the non-conforming deviation or reservation.

在商务评议时，如发现下列情况之一的，其投标将被拒绝：

The bid will be rejected as non-responsive, if it is found having any of the following when commercial evaluation:

1) 投标人未提交投标保证金或金额不足、保函有效期不足、投标保证金形式或投标保函出证银行不符合招标文件要求的。

1) The bid is not accompanied with a Bid Security, or, in the case the submitted bid security is of fewer amount than required, or of shorter validity than required, or not conforming to the requirements of Bidding Documents in its form and issuing bank.

2) 投标文件未按照要求逐页签字的。

2) The bid is not signed page by page.

3) 投标人及其制造商与招标人、招标机构有利害关系的。

3) The Bidder and the Manufacturer have interest with the Tenderee and the Tendering Agent.

4) 投标人的投标书或资格证明文件未提供或不符合招标文件要求的。

4) The Bid Form or Qualification Documents are not submitted or not in compliance with the requirements of the bidding document.

5) 投标文件无法定代表人签字，或签字人无法定代表人有效授权书的。

5) The bid has not been signed by the Bidder's Legal Person or by the person or persons with a Power of Attorney issued by the said Legal Person.

6) 投标人业绩不满足招标文件要求的。

6) The experience of the Bidder does not meet the requirements of the Bidding Documents.

7) 投标有效期不足的。

7) The bid validity offered by the Bidder is shorter than that stipulated in the Bidding Documents; and

8) 投标文件符合招标文件中规定废标的其它商务条款。

8) The bid does not meet, in commercial aspects, other clauses stipulated in the bidding document.

在技术评议时，如发现下列情况之一的，其投标将被拒绝：

The bid will be rejected as non-responsive, if it is found having any of the following when technical evaluation:

1) 投标文件不满足招标文件技术规格中加注星号(“*”)的主要参数要求或加注星号(“**”)的主要参数无技术资料支持的。技术支持资料以制造商公开发布的印刷资料或检测机构出具的检测报告为准。若制造商公开发布的印刷资料与检测机构出具的检测报告不一致，以检测机构出具的检测报告为准。

1) The bid does not meet the main specifications with the mark of asterisk (*) in the Technical Specifications of the bidding document, or the main specifications with the mark of asterisk (*) are accompanied by the supporting technical information. The supporting technical information shall be printed literature published by the manufacturer or inspection report issued by the inspecting institution. In the event of any discrepancy between them, the inspection report issued by the inspecting institution shall govern.

2) 投标文件技术规格中一般参数超出允许偏离的最大范围或最高项数的。

2) The specifications without the mark of asterisk (*) which are not key in the Technical Specifications of the bid, have exceeded the acceptable range or the maximum deviation items.

3) 投标文件技术规格中的响应与事实不符或虚假投标的。

3) The content in the Technical Specifications of the bid does not conform to the fact or it is a false bid.

4) 投标人复制招标文件的技术规格相关内容作为其投标文件的一部分的。

4) The Bidder has copied relevant part of Technical Specifications in the bidding document as a part of its bid.

5) 投标文件符合招标文件中规定废标的其它技术条款。

5) The bid does not meet, in technical aspects, other clauses stipulated in the bidding document.

25. 转换为单一货币

25. Conversion to Single Currency

25.1 为了便于评标和比较,如果投标报价中有多种货币,以开标当日中国人民银行授权公布的投标货币对人民币的中间价统一转换成投标资料表中规定的评标货币。投标资料表中另有规定的除外。

25.1 To facilitate evaluation and comparison, the Tendering Agent will convert all bid prices expressed in the amounts in different currencies in which the bid prices are payable to evaluation currency stipulated in the Bid Data Sheet at the central parity rate published by the People's Bank of China on the date of bid opening, except as otherwise stipulated.

26. 投标的评价

26. Evaluation of Bids

26.1 评标委员会将按照本须知第 24 条规定，只对确定为实质上响应招标文件要求的投标进行评价和比较。

26.1 The Bid Evaluation Committee will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24.

26.2 计算评标总价时，以货物到达招标人指定安装地点为依据。境外产品为 CIF 价、进口环节税及境内运输费、保险费之和；境内产品为出厂价(含增值税和其它税费)及境内运输费、保险费之和。

26.2 The total Evaluated Bid Price (EBP) will be calculated on the basis that the goods are delivered to the designated installation site. For goods offered outside PRC, the total EBP shall be: CIF Price, Import Taxes, and the cost of Inland Transportation and Insurance. For goods offered from within PRC, the total EBP shall be: EXW Price (including Value Added Tax and other taxes), plus the cost of Inland Transportation and Insurance.

26.3 评标委员会在评标时，除根据本须知第 11.2 条的规定考虑投标人的报价之外，还要按照招标文件的规定考虑量化以下因素：

26.3 The Bid Evaluation Committee's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 11.2, one or more of the following factors in accordance with the bidding document:

- 1)在中国境内所发生的内陆运输费、保险费，及其将货物运至最终目的地的伴随服务费用；
- 1) Cost of inland transportation, insurance and other costs within PRC incidental to delivery of the goods to their final destination;
- 2)投标文件申报的交货期；
- 2) Delivery schedule offered in the bids;
- 3)与合同条款规定的付款条件的偏差；
- 3) Deviations in payment schedule from that specified in the Terms and Conditions of Contract;
- 4)所投货物零部件、备品备件和伴随服务的费用；
- 4) The cost of components, spare parts and incidental services;
- 5)在中国境内得到投标设备的备件和售后服务的可能性；
- 5) The availability in PRC of spare parts and after-sales services for the equipment offered in the bid;
- 6)投标设备在使用周期内预计的运营费和维护费；
- 6) The projected operating and maintenance costs during the life of the bid equipment;
- 7)投标设备的性能和生产率；
- 7) The performance and productivity of the bid equipment offered;
- 8)备选方案及其它额外的评标因素和标准。
- 8) Alternative bid and other additional factors and criteria.

26.4 根据本须知第 26.3 条的规定，对投标资料表中选定的评标因素，可采用以下量化方法调整评标价格：

26.4 For factors retained in the Bid Data Sheet pursuant to ITB Clause 26.3, one or more of the following quantification methods will be applied, as detailed in the Bid Data Sheet:

26.4.1 在中国境内所发生的内陆运输费、保险费及其它伴随服务的费用

26.4.1 Cost of inland transportation, insurance, and incidentals occurred within PRC.

评标委员会将按照铁路 / 公路等交通部门、保险公司和 / 或其它有关机构发布的收费标准计算货物从出厂地 / 进口港 / 边境口岸运抵投标资料表所指定的项目现场所发生的内陆运输、保险及其它伴随服务的费用。为便于计算，投标人应在投标文件中提供估计的货物尺寸、装运重量和每个合同包的估计 EXW 价 / CIF 价 / CIP 价的价值。评标委员会将把上述费用加到 EXW 价 / CIF 价 / CIP 价上。

Inland transportation, insurance and other incidental costs for delivery of the goods from ex-factory / port

of entry/border point to Project Site named in the Bid Data Sheet will be computed for each bid by the Bid Evaluation Committee on the basis of published tariffs by the rail or road transport agencies, insurance companies, and/or other appropriate sources. To facilitate such computation, bidder shall furnish in its bid the estimated dimensions and shipping weight and the approximate EXW/CIF/CIP value of each package. The above costs will be added by the Bid Evaluation Committee to EXW/CIF/CIP price.

26.4.2 投标文件申报的交货期

26.4.2 Delivery schedule offered in the bids

1) 本投标邀请项下的货物按照货物需求一览表中规定的时间交货(或启运)。以规定的时间为基础, 每超过基础时间一周, 其评标价将在投标价的基础上增加投标资料表中规定的 EXW 价 / CIF 价 / CIP 价的某一百分比(%)来考虑。提前交货不考虑降低评标价。或者

1) The goods covered under the Invitation for Bids are required to be delivered (or shipped) at the time specified in the Schedule of Requirements. Taking this delivery requirement as the base, a delivery "adjustment" will be calculated for each bid by applying a percentage, specified in the Bid Data Sheet, of the EXW/CIF/CIP price for each week of delay beyond the base, and this will be added to the bid price for evaluation. No credit shall be given to early delivery. or

2) 本投标邀请项下的货物按照货物需求一览表中规定的可接受的几周时间范围内交货(启运)。提前交货不考虑降低评标价, 晚于交货时间范围供货的投标将被视为非响应性投标。在这段可接受的时间范围内, 每迟于货物需求一览表中规定的最早交货时间一周, 其评标价在投标价的基础上增加投标资料表中规定的某一百分比(%)来考虑。或者

2) The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as non- responsive. Within this acceptable range, an adjustment per week, as specified in the Bid Data Sheet, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements. or

3) 本投标邀请项下的货物按照货物需求一览表中规定的分批装运交货(启运)。提前交货或者推迟交货的投标将调整其评标价。方法是每提前或超过规定的交货时间一周, 其评标价将在投标价的基础上减少或增加投标资料表中规定的 EXW 价 / CIF 价 / CIP 价的某一百分比(%)。

3) The goods covered under this bid invitation are required to be delivered (shipped) in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by decreasing from or adding to the bid price a factor equal to a percentage, specified in the Bid Data Sheet, of EXW/CIF/CIP price per week of variation from the specified delivery schedule.

26.4.3 付款条件的偏差

26.4.3 Deviations in payment schedule

1) 投标人应按照合同条款所列的付款条件报价。评标时以此报价为基础, 但投标人可提出替代的付款计划并说明采用该替代的付款计划投标价可以降低多少。评标委员会可以考虑中标的投标人的替代的付款计划。或者

1) Bidders shall state their bid price for the payment schedule outlined in the Terms and Conditions of Contract. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Bid Evaluation Committee may consider the alternative payment schedule offered by the selected Bidder. or

2) 合同条款中规定了招标人提出的付款计划。如果投标文件对此有偏离但又属评标委员会可以接受的, 评标时将按投标资料表所述的利率计算提前支付所产生的利息, 并将其计入其评标价中。

2) The Terms and Conditions of Contract stipulate the payment schedule offered by the Tenderer. If a bid deviates from the schedule and if such deviation is considered acceptable to the Bid Evaluation Committee, the bid will be evaluated by calculating interest earned for any earlier payments involved in

the terms outlined in the bid as compared with those stipulated in this invitation, at a rate per annum as specified in the Bid Data Sheet.

26.4.4 零部件和备品备件的费用

26.4.4 Cost of components and spare parts.

1) 投标人将所投货物的零部件及在投标资料表中规定的运行周期内必需的备品备件的名称和数量清单附在技术规格中，按投标文件中所报的单价来计算其总价，并计入投标价中。或者

1) The list of items and quantities of components and selected spare parts, likely to be required during the initial period of operation specified in the Bid Data Sheet, is annexed to the Technical Specifications. The total cost of these items, at the unit prices quoted in each bid, will be added to the bid price. or

2) 招标机构和招标人将开列经常使用的零部件和备件清单，以及在投标资料表中所规定的运行周期所需要的数量，按投标文件中所报的单价计算其总价，并计入投标价中。或者

2) The Tendering Agent and the Tenderer will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the Bid Data Sheet. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the bid price. or

3) 招标机构和招标人将根据每一投标人提供的信息，以及招标人过去的经验或其他购买人的经验来估算在投标资料表中所规定的运行周期所需要的零部件和备件的费用，并计入评标价中。

3) The Tendering Agent and the Tenderer will estimate the cost of spare parts usage in the initial period of operation specified in the Bid Data Sheet, based on information furnished by each Bidder, as well as on past experience of the Tendering Agent and the Tenderer or other purchasers in similar situations. Such costs shall be added to the bid price for evaluation.

26.4.5 中国境内的备件供应和售后服务设施

26.4.5 Spare parts and after sales service facilities in the PRC.

根据投标资料表或招标文件其他部分的规定，招标人建立最起码的维修服务设施和零部件库房所需的费用，评标时应计入评标价。

The cost to the Tenderer of establishing the minimum service facilities and parts inventories, as outlined in the Bid Data Sheet or elsewhere in the bidding documents, shall be added to the bid price.

26.4.6 投标设备的预计运行和维护费用

26.4.6 Operating and maintenance costs.

由于所采购的货物的运行和维护费用是设备使用周期成本的一个主要部分，这些费用将根据投标资料表或技术规格中规定的标准进行评价。

Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in accordance with the criteria specified in the Bid Data Sheet or in the Technical Specifications.

26.4.7 投标设备的性能和生产率

26.4.7 The performance and productivity of the bid equipment offered

1) 投标人应响应技术规格中的规定，说明所提供的货物保证达到的性能和效率。高于标准的，不考虑降低评标价；低于标准性能或效率的(假设为 100%)，每低一个百分点，投标价将增加投标资料表中规定的调整金额，采用投标资料表或技术规格中规定的方法，计算设备在使用年限中的运行成本所额外增加的费用。或者

1) Bidders shall state the guaranteed performance or efficiency in response to the Technical Specifications. No credit shall be given to better performance and higher productivity. For each drop (of 1%) in the performance or efficiency below the norm of one hundred percent (100%), an adjustment for an amount specified in the Bid Data Sheet will be added to the bid price, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the Bid Data Sheet

or in the Technical Specifications. or

2)所提供的货物必须具备技术规格中相应条文所规定的最低性能或生产率才能被认为是具有响应性。若所提供的货物与规定的要求有偏离时,评标时将根据该货物实际性能或生产率,采用投标资料表或技术规格中规定的方法,调整其评标价。

2) Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the bid, and adjustment will be added to the bid price using the methodology specified in the Bid Data Sheet or in the Technical Specifications.

26.4.8 备选方案及其他额外的评标因素和标准

26.4.8 Alternative Bid and Other Additional Factors and Criteria

除非投标资料表或技术规格中另有规定,只允许投标人有一个投标方案,否则,其投标将被拒绝。如果投标资料表或技术规格中规定允许有备选方案,投标人在投标文件中只能提供一个备选方案并注明主选方案,且备选方案的投标价格及评标价格均不得高于主选方案。评标时仅对主选方案评议。如果投标人提供两个以上备选方案或未注明主选方案,其投标将被拒绝。

Unless stipulated in the Bid Data Sheet or Technical Specifications, the Bidder is only permitted to offer one proposal. Otherwise, the bid will be rejected. In the case that alternative bid is allowed in the Bid Data Sheet or Technical Specifications, the Bidder must only offer one alternative proposal and specify the main proposal. Also the bid price and evaluation price for alternative proposal should not be higher than that of the main proposal. Only the main proposal will enter into evaluation. If the Bidder offers more than two alternative proposals or fails to specify the main proposal, his bid will be rejected.

其他额外的评标因素和标准将在投标资料表和 / 或技术规格中详细规定。

Other additional factors and criteria shall be detailed in the Bid Data Sheet and/or in the Technical Specifications.

27. 最终评标价的确定

27. Determination of Final Evaluated Bid Price

27.1 根据本须知第 24、25 和 26 条所计算出的评标价应为最终评标价。

27.1 The Evaluated Bid Price calculated out in accordance with ITB Clause 24, 25 and 26 shall be treated as the final Evaluated Bid Price.

28. 与招标机构和招标人的接触

28. Contacting the Tendering Agent and the Tenderee

28.1 除本须知第 23.2 条的规定外,从开标之日起至授予合同期间,投标人不得就与其投标有关的事项与招标机构、招标人和评标委员会接触。

28.1 With exception for Clause 23.2, no Bidder shall contact the Tendering Agent, the Tenderee and the Bid Evaluation Committee on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded.

28.2 投标人试图对招标机构、招标人和评标委员会的评标或授予合同的决定进行影响,都可能导致其投标被拒绝。

28.2 Any effort by a Bidder to influence the Tendering Agent, the Tenderee and the Bid Evaluation Committee in their decisions on bid evaluation or contract award may result in the rejection of the Bidder's bid.

六、授予合同

VI. Contract Award

29. 合同授予前的审查

29. Check before Contract Award

29.1 评标委员会将审查最低评标价的投标人或综合评价最优的投标人是否有能力令人满意地履行合同。

29.1 The Bid Evaluation Committee will determine to their satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid or the best evaluated responsive bid through comprehensive evaluation method is qualified to satisfactorily perform the contract.

29.2 授标决定时还将考虑投标人的财务、技术和生产能力在招标期间是否有实质性变化。其基础是审查投标人按照本须知第 13 条规定提交的资格证明文件和评标委员会认为必要的、合适的其它资料。

29.2 The determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's Qualification Document submitted by the Bidder, pursuant to ITB Clause 13, as well as such other information as the Tendering Agent deems necessary and appropriate.

29.3 如果审查通过，评标委员会将把合同授予该投标人；如果审查没有通过，评标委员会将拒绝其投标，并对下一个最低评标价的投标人或综合评价最优的投标人能否令人满意地履行合同作类似的审查。

29.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Bid Evaluation Committee will proceed to the next lowest evaluated bid or the next best evaluated responsive bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

30. 合同授予标准

30. Contract Award Standard

30.1 除第 32 条的规定之外，评标委员会将把合同授予被确定为实质上响应招标文件的要求并有履行合同能力的最低评标价的投标人或综合评价最优的投标人。

30.1 Subject to ITB Clause 32, the Bid Evaluation Committee will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid or to be the best evaluated responsive bid through comprehensive evaluation, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

31. 网上注册、公示与质疑

31. Registration on Website and Publication, Query of Evaluation Result

31.1 机电产品国际招标在中国国际招标网(www.chinabidding.com，以下简称“招标网”)上进行招标项目建档、招标公告发布、评标结果公示、质疑处理等招标程序。投标人必须于投标截止期前在招标网上成功注册。否则，投标人将不能有效地进入招标程序，由此产生的后果将由投标人自己负责。

31.1 International bidding procedures for mechanic and electronic products such as tender project preparation, tender notice release, evaluation results publicity, questioning treatment and so on shall be carried out on www.chinabidding.com (hereinafter abbreviated as "the website"). The Bidders shall register on "the website" before deadline for submission of bids. Otherwise, the bidders cannot enter into effective bidding procedures and shall be responsible for the outcome themselves.

31.2 评标结束后，将在招标网上进行评标结果公示，公示期为 7 日。评标结果公示期结束后，将在招标网上进行公示结果公告。

31.2 After evaluation of bids, the result of evaluation of bids shall be publicized on the website. The duration for the publication will be seven (7) days.

31.3 已成功注册的投标人可以在招标网上查看评标结果公示和公示结果公告。在评标结果公示期内，投标人对评标结果有异议的，可以先向招标机构提出书面异议意见，如投标人未得到招标机构的答复或对答复结果仍有异议，也可在招标网上向相应的主管部门提出质疑。

31.3 The Bidders who have successfully registered on the website may inspect the result of evaluation of bids and the outcome of publication, being notified the name of the proposed successful bidder, and/or reasons why he is unsuccessful bidder. If the Bidder who holds different opinion on evaluation result, he may put forward query in written form to the Tendering Agent. If the Bidder does not obtain the reply from the Tendering Agent or still holds different opinion on the reply, he may put forward query to corresponding department in charge on the website.

31.4 提出质疑的投标人应保证提出质疑内容及相应证明材料的真实性及来源的合法性, 并承担相应的法律责任。招标人和招标机构可以在招标文件中将主管部门公布的质疑信息作为对投标人的资格要求。

31.4 The Bidder who put forward query should bear legal responsibility for authenticity and legitimacy of sources of query content together with certificate material. In the bidding document, the Tenderer and the Tendering Agent may include query information issued by department in charge as the Bidder's qualification requirement.

32. 拒绝任何或所有投标的权力

32. Right to Reject any or All Bids

32.1 在特殊情况下, 招标机构和招标人保留在授标之前拒绝任何投标以及宣布招标程序无效或拒绝所有投标的权力。

32.1 The Tendering Agent and the Tenderer reserves the right to reject any bid, and to annul the bidding process and reject all bids under special circumstance prior to contract award.

33. 中标通知书

33. Notification of Award

33.1 中标人确定后, 招标机构将向中标人发出《中标通知书》

33.1 Once the successful Bidder has determined, the Tendering Agent will issue a *Notification of Award* to the Successful Bidder.

33.2 《中标通知书》是合同的一个组成部分。

33.2 The *Notification of Award* will constitute the formation of the Contract.

33.3 在中标人按照本须知第 35 条的规定提交履约保证金后, 招标机构将按照本须知第 15 条的规定退还所有投标保证金。

33.3 Upon the successful Bidder's furnishing of performance security pursuant to ITB Clause 35, the Tendering Agent will promptly notify each unsuccessful Bidder and will discharge its Bid Security, pursuant to ITB Clause 15.

34. 签订合同

34. Signing of Contract

34.1 《中标通知书》发出后 30 日内, 中标人应按照招标文件和中标人的投标文件订立书面合同。中标人不得与招标人再订立背离合同实质性内容的其他协议。

34.1 Within thirty (30) days after the issuance of *Notification of Award*, written Contract shall be signed in accordance with the bidding document and the bid of the successful bidder. The successful bidder shall not sign any agreements against the substantial content of the contract.

35. 履约保证金

35. Performance Security

35.1 中标人在收到招标机构的《中标通知书》后 30 日内, 应按照招标文件合同专用条款的规定, 采用招标文件中提供的履约保证金保函格式或招标人可以接受的其他形式向招标人提交履约保证金。

35.1 Within thirty (30) days of the receipt of *Notification of Award* from the Tendering Agent, the

successful Bidder shall furnish the performance security in accordance with the Special Conditions of Contract in the bidding document, in the performance security form provided in the bidding documents, or in another form acceptable to the Tenderee.

35.2 如果中标人没有按照上述第 34 或 35.1 条规定执行，招标机构和招标人将取消该中标决定，并没收其投标保证金。

35.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 34 or Clause 35.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

36. 招标服务费

36. Service Charge for Bidding

36.1 中标人应按照招标文件投标资料表中的规定交纳招标服务费。如果中标人不按照招标文件规定交纳招标服务费，将没收其投标保证金。

36.1 The successful bidder shall pay the service charge for bidding as stipulated in the Bid Data Sheet. Failure of the successful bidder to pay the service charge for bidding as required shall result in forfeiture of the bid security.

第二章 合同通用条款

Chapter II General Conditions of Contract

1. 定义

1. Definitions

1.1 本合同下列术语应解释为：

1.1 In this Contract, the following terms shall be interpreted as indicated:

1)“合同”系指买卖双方签署的、合同格式中载明的买卖双方所达成的协议，包括所有的附件、附录和上述文件所提到的构成合同的所有文件。

1) "The Contract" means the agreement entered into between the Purchaser and Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

2)“合同价”系指根据本合同规定卖方在正确地完全履行合同义务后买方应支付给卖方的价款。

2) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

3)“货物”系指卖方根据本合同规定须向买方提供的一切设备、机械和 / 或其它材料。

3) "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract.

4)“伴随服务”系指根据本合同规定卖方承担与供货有关的辅助服务，如运输、保险、安装、调试、提供技术援助、培训和合同中规定卖方应承担的其它义务。

4) "The Incidental Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.

5)“合同通用条款”系指本合同通用条款。

5) "GCC" means the General Conditions of Contract contained in this section.

6)“合同专用条款”系指第七章合同专用条款。

6) "SCC" means the Special Conditions of Contract contained in Chapter 7.

7)“买方”系指在合同专用条款中指定的购买货物和服务的单位。

7) "The Purchaser" means the organization purchasing the Goods and Services, as named in SCC.

8)“卖方”系指在合同专用条款中指定的提供本合同项下货物和服务的公司或其它实体。

8) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract, as named in SCC.

9)“项目现场”系指本合同项下货物安装、运行的现场，其名称在合同专用条款中指明。

9) "The Project Site" means the location where the Goods are to be installed and operated as named in SCC.

10)“日”指日历日。

10) "Day" means calendar day.

2. 适用性

2. Application

2.1 本合同条款适用于没有被本合同其他部分的条款所取代的范围。

2.1 These Terms and Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. 原产地

3. Country of Origin

3.1 本合同项下所提供的货物及服务均应来自于中华人民共和国或是与中华人民共和国有正常贸易往来的国家和地区(以下简称“合格来源国 / 地区”)。

3.1 All Goods and Services supplied under the Contract shall have their origin in the People's Republic of China (hereinafter referred to as "the PRC") or in the countries/areas which have regular trade relations with the PRC (hereinafter called "eligible source countries/areas").

3.2 本款所述的“原产地”是指货物开采、生长或生产或提供有关服务的来源地。所述的“货物”是指通过制造、加工或用重要的和主要元部件装配成的，其基本特性、功能或效用应是商业上公认与元部件有着实质性区别的产品。

3.2 For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 货物和服务的原产地有别于卖方的国籍。

3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.

4. 标准

4. Standards

4.1 本合同下交付的货物应符合技术规格所述的标准。如果没有提及适用标准，则应符合货物来源国适用的官方标准。这些标准必须是有关机构发布的最新有效版本的标准。

4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.

4.2 除非技术规格中另有规定，计量单位均采用中华人民共和国法定计量单位。

4.2 All measurements shall be the measuring unit officially published by the government of the PRC, unless otherwise specified in the Technical Specifications.

5. 合同文件和资料的使用

5. Use of Contract Documents and Information

5.1 没有买方事先书面同意，卖方不得将由买方或买方代表提供的有关合同或任何合同条文、规格、计划、图纸、模型、样品或资料提供给卖方雇佣于履行本合同以外的任何其他人。即使向本合同的雇员提供，也应注意保密并限于履行合同必须的范围。

5.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 没有买方事先书面同意，除了履行本合同之外，卖方不应使用合同通用条款第 5.1 条所列举的任何文件和资料。

5.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.

5.3 除了合同本身以外，合同通用条款第 5.1 条所列举的任何文件是买方的财产。如果买方有要求，卖方在完成合同后应将这些文件及全部复制件还给买方。

5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

6. 知识产权

6. Intellectual Property Rights

6.1 卖方应保证，买方在中华人民共和国使用该货物或货物的任何一部分时，免受第三方提出的侵犯其专利权、商标权、著作权或其它知识产权的起诉。

6.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, copyright or other intellectual property rights arising from use of the Goods or any part thereof in the PRC.

7. 履约保证金

7. Performance Security

7.1 卖方应在收到《中标通知书》后 30 日内，向买方提交合同专用条款中所规定金额的履约保证金。

7.1 Within thirty (30) days of receipt of the Notification of Award, the Supplier shall furnish to the Purchaser the performance security in the amount specified in SCC.

7.2 履约保证金用于补偿买方因卖方不能完成其合同义务而蒙受的损失。

7.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

7.3 履约保证金应采用本合同货币或买方可以接受的其它货币，并采用下述方式之一提交：

7.3 The performance security shall be denominated in the currency of the Contract, or in a currency acceptable to the Purchaser and shall be in one of the following forms:

1) 银行保函或不可撤销的信用证。

1) Bank guarantee or an irrevocable letter of credit issued by:

由买方可接受的在中华人民共和国注册和营业的银行出具，或由信誉良好的外国银行通过在中华人民共和国注册和营业的银行出具。其格式采用招标文件提供的格式或其他买方可接受的格式。

(i) a reputable bank located in the PRC or, (ii) a reputable bank abroad acceptable to the Purchaser through a reputable Bank located in the PRC, in the form provided in the bidding documents or another form acceptable to the Purchaser; or

2) 银行本票、保兑支票或现金。

2) a cashier's check, certified check or cash.

7.4 在卖方完成其合同义务包括任何保证义务后 30 日内，买方将把履约保证金退还卖方。

7.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warrant obligations.

8. 检验和测试

8. Inspections and Tests

8.1 买方或其代表应有权检验和/或测试货物，以确认货物是否符合合同规格的要求，并且不承担额外的费用。合同条款和技术规格将说明买方要求进行的检验和测试，以及在何处进行这些检验和测试。买方将及时以书面形式把进行检验和 / 或买方测试代表的身份通知卖方。

8.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. GCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

8.2 检验和测试可以在卖方或其分包人的驻地、交货地点和 / 或货物的最终目的地进行。如果在卖

方或其分包人的驻地进行，检测人员应能得到全部合理的设施和协助，买方不应为此承担费用。

8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor (s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, shall be furnished to the inspectors at no charge to the Purchaser.

8.3 如果任何被检验或测试的货物不能满足规格的要求，买方可以拒绝接受该货物，卖方应更换被拒绝的货物，或者免费进行必要的修改以满足规格的要求。

8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

8.4 买方在货物到达目的港和 / 或现场后对货物进行检验、测试及必要时拒绝接受货物的权力将不会因为货物在从来源国 / 地区启运前通过了买方或其代表的检验、测试和认可而受到限制或放弃。

8.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at the port of destination and/or the site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the country/area of origin.

8.5 在交货前，卖方应让制造商对货物的质量、规格、性能、数量和重量等进行详细而全面的检验，并出具一份证明货物符合合同规定的检验证书，检验证书是付款时提交给议付行的文件的一个组成部分，但不能作为有关质量、规格、性能、数量或重量的最终检验。制造商检验的结果和细节应附在质量检验证书后面。

8.5 The Supplier shall have the manufacturer, before making delivery, carry out a precise and comprehensive inspection of the Goods regarding quality, specification, performance, quantity and weight and issue a quality certificate certifying that the Goods are in conformity with the stipulations in the Contract. The quality certificate shall form an integral part of the documents to be presented to the negotiating bank for payment, but shall not be regarded as final with respect to quality, specification, performance, quantity and weight. Particulars and results of the tests made by the manufacturer shall be shown in a statement to be attached to the quality certificate.

8.6 货物抵达目的港和 / 或现场后，买方应向中华人民共和国国家出入境检验检疫局(以下称为“检验检疫局”)申请对货物的质量、规格、数量等进行检验，并出具交货后检验证书。

8.6 After arrival of the Goods at the port of destination and/or the site, the Purchaser shall apply for State Administration for Entry-Exit Inspection & Quarantine of the People's Republic of China (SAIQ) (hereinafter called the "Administration") for inspection of the Goods with respect to quality, specification, quantity etc. and a post-delivery inspection certificate shall be issued thereof.

如果检验检疫局发现质量、规格、数量等有与合同规定不一致的地方，买方有权在货物到达现场后 90 日内向卖方提出索赔。

If discrepancies are found by the Administration regarding quality, specification or quantity etc., the Purchaser shall have the right to claim against the Supplier within ninety (90) calendar days after arrival of the Goods at the site.

8.7 如果在合同条款第 18 条规定的保证期内，根据检验检疫局或其他机构的检验结果，发现货物的质量或规格与合同要求不符，或货物被证实有缺陷，包括潜在的缺陷或使用不合适的材料，买方应及时向卖方提出索赔。

8.7 If, during the warranty period specified in GCC Clause 18 and as a result of inspection by the Administration or other organization, otherwise, it is found that the quality or specifications of the Goods are not in conformity with the Contract or if the Goods are proven to be defective for any reason, including latent defects or the use of unsuitable materials, the Purchaser shall promptly notify the Supplier of the existence of a claim.

8.8 合同条款第 8 条的规定不能免除卖方在本合同项下的保证义务或其他义务。

8.8 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

9. 包装

9. Packing

9.1 卖方应提供货物运至合同规定的最终目的地所需要的包装, 以防止货物在转运中损坏或变质。这类包装应采取防潮、防晒、防锈、防腐蚀、防震动及防止其它损坏的必要保护措施, 从而保护货物能够经受多次搬运、装卸及远洋和内陆的长途运输。卖方应承担由于其包装或其防护措施不妥而引起货物锈蚀、损坏和丢失的任何损失的责任或费用。对于木质包装材料, 应按照中华人民共和国国家质量监督检验检疫总局的规定, 对木质包装进行除害处理并加施 IPPC 专用标识的声明或未使用木质包装的声明。

9.1 The Supplier shall have the Contract Goods packed strongly and shall take measure to protect the Contract Goods from moisture, rain, sunshine, rust, corrosion and shock, etc. According to their different shape and special features as to withstand numerous handling, loading and unloading as well as long-distance sea and inland transportation and to ensure the safe arrival of the Goods at the Contract site without any damage or corrosion. The Supplier shall be liable for any rust, damage and loss caused by inadequate or improper packing provided by the Supplier. For those wooden packages, fumigation treatment shall be conducted in compliance with the requirement of SAIQ, and a special mark of IPPC shall be affixed. Otherwise a statement shall be furnished to confirm that non-wooden materials have been used.

10. 装运标记

10. Marking for Shipment

10.1 卖方应在每一包装箱相邻的四面用不可擦除的油漆和明显的英语字样做出以下标记:

10.1 The Supplier shall mark the following marks on the four adjacent sides of each package with indelible paint in conspicuous English printed words:

1) 收货人

1) CONSIGNEE

2) 合同号

2) CONTRACT NUMBER

3) 发货标记(唛头)

3) SHIPPING MARK (shipping mark)

4) 收货人编号

4) CONSIGNEE CODE

5) 目的港

5) PORT OF DESTINATION

6) 货物名称、品目号和箱号

6) NAME OF GOODS AND ITEM NO., CASE NO.

7) 毛重 / 净重(用 kg 表示)

7) GROSS/NET WEIGHT (KG)

8) 尺寸(长×宽×高用 cm 表示)

8) MEASUREMENT (LENGTH × WIDTH × HEIGHT IN CM)

10.2 如果单件包装箱的重量在 2 吨(t)或 2 吨(t)以上, 卖方应在包装箱两侧用英语和国际贸易通用

的运输标记标注“重心”和“起吊点”,以便装卸和搬运。根据货物的特点和运输的不同要求,卖方应在包装箱上清楚地标注“小心轻放”、“此端朝上,请勿倒置”、“保持干燥”等字样和其他国际贸易中使用的适当标记。

10.2 If any package weighs two (2) tons or more, the Supplier shall mark on two sides of each package in English and with appropriate transportation marks common in international trade, the "center of gravity" and "points of slinging" in order to facilitate loading, discharging and handling. According to the characteristics of the Goods and the different requirements in transportation, packages shall be marked legibly by the Supplier with words "handle with Care", "Right side Up", "Deep Dry", etc. and with other marks appropriate in international trade.

11. 装运条件

11. Terms of Shipment

11.1 如果是 CIF / CIP 合同:

11.1 In the case of CIF/CIP Contract:

1) 卖方应负责安排订舱位、运输和支付运费,以确保按照合同规定的交货期交货。

1) The Supplier shall be responsible for booking shipping space and arranging the shipment and shall pay for the freight, so as to ensure that the Goods will be delivered according to the time schedule stipulated in the Contract.

2) 提单 / 空运提单日期应视为实际交货日期。

2) The date of the Bill of Lading/Airway Bill shall be considered as the actual date of delivery of the Goods.

3) 除非另行同意,货物不能放在甲板上运输,也不能转运。

3) Unless otherwise agreed, shipment of the Goods on deck and transshipment of the Goods from the country of origin of the Goods shall not be acceptable.

4) 承运的运输工具应来自合格来源国 / 地区。

4) The shipment shall be carried by conveyance belonging to eligible source countries/areas.

5) 目的港 / 项目现场在合同专用条款中有规定。

5) The port of destination/project site shall be specified in the SCC.

11.2 如果是 EXW 合同:

11.2 In the case of EXW Contract:

1) 卖方应负责安排内陆运输,但由买方支付运费。

1) The Supplier shall arrange the inland transportation at the Purchaser's expense.

2) 有关运输部门出具的收据的日期应视为交货日期。

2) The date of the receipt issued by the transportation department concerned shall be regarded as the date of delivery of the Goods.

11.3 如果是 FOB / FCA 合同:

11.3 In the case of FOB/FCA Contract:

1) 卖方可负责安排订舱位、运输,但由买方支付运费。

1) The Supplier may book shipping space and arrange the shipment at the Purchaser's expense.

2) 提单 / 空运提单日期应视为实际交货日期。

2) The date of the Bill of Lading/Airway Bill shall be considered as the actual date of delivery of the Goods.

3)除非另行同意, 货物不能放在甲板上运输, 也不能转运。

3) Unless otherwise agreed, shipment of the Goods on deck and transshipment of the Goods from the country of origin of the Goods shall not be acceptable.

4)承运的运输工具应来自合格来源国 / 地区。

4) The shipment shall be carried by conveyance belonging to eligible source countries/areas.

5)目的港 / 项目现场在合同专用条款中有规定。

5) The port of destination/project site shall be specified in the SCC.

11.4 卖方装运的货物不应超过合同规定的数量或重量。否则, 买方对由此产生的一切费用和后果不承担责任。

11.4 The Supplier shall not ship more than the contracted quantity or weight. If so, the Purchaser shall not be responsible for any cost or other consequences arising from shipment of excess quantities or weight.

12. 装运通知

12. Shipping Advice

12.1 如果是 CIF / CIP 合同:

12.1 In the case of CIF/CIP Contract:

1)卖方应在合同规定的装运日期之前, 即海运前 30 日或空运前 7 日以电报或电传或传真形式将合同号、货物名称、数量、箱数、总毛重、总体积(用 m³ 表示)和在装运口岸备妥待运日期通知买方, 同时, 卖方应用航空信把详细的货物清单一式 5 份, 包括合同号、货物名称、规格、数量、总体积(用 m³ 表示)、每箱尺寸(长×宽×高)、单价、总金额、启运口岸、备妥待运日期和货物在运输、储存中的特殊要求和注意事项等寄给买方。

1) The Supplier shall, thirty (30) calendar days in the case of sea shipment or seven (7) days in the case of air transport, before the date of shipment stipulated in the Contract, notify the Purchaser by cable or telex or fax of Contract No., name of Goods, quantity, number of packages, total gross weight, total volume (m³) in cubic meters and the date of readiness for shipment at the port of loading. At the same time, the Supplier shall send to the Purchaser by airmail a detailed list of the Goods to be delivered in five (5) copies including Contract No., name of Goods, specification, quantity, total volume (m³) in cubic meters and dimension of each package (length × width × height), unit and total price, port of shipment and date of readiness for shipment, and any special requirements or attention needed for the Goods during transportation and storage.

2)卖方应在货物装船完成后 24 小时之内以电报或电传或传真形式将合同号、货物名称、数量、毛重、体积(用 m³ 表示)、发票金额、运输工具名称、启运日期和预计到达目的港的日期通知买方。如果每个包装箱的重量超过 20 吨(t)或体积达到或超过长 12 米(m)、宽 2.7 米(m)和高 3 米(m), 卖方应将每个包装箱的重量和体积通知买方, 易燃品或危险品的细节还应另行注明。

2) The Supplier shall, no later than twenty four (24) hours after completion of shipping of the Goods, notify the Purchaser by cable or telex or fax of Contract No., name of Goods, quantity, gross weight, volume (m³) in cubic meters, invoiced value, means of transports (railway/road/water/air), date of departure, and estimated arrival date. If a package weighs more than twenty (20) metric tons, or dimensions reach or exceed twelve (12) meters in length, two point seven (2.7) meters in width and three (3) meters in height, the Supplier shall notify the Purchaser of the weight and measurement of each package. The details of flammable and dangerous Goods, if any, shall also be indicated.

12.2 如果是 EXW 合同:

12.2 In the case of EXW Contract:

1)卖方应在合同规定的装运日期之前, 即铁路 / 公路 / 水运前 21 日或空运前 7 日以电报或电传或传真形式将合同号、货物名称、数量、箱数、总毛重、总体积(用 m³ 表示)和备妥待运的日期通知买方, 同时, 卖方应用挂号信把详细的货物清单一式 5 份, 包括合同号、货物名称、规格、数量、总毛重、总体积(用 m³ 表示)、每箱尺寸(长×宽×高)、单价、总金额、启运口岸、备妥待运日期和货

物在运输、储存中的特殊要求和注意事项等通知买方。

1) The Supplier shall, twenty-one (21) days in the case of railway/road/water transport or seven (7) days in the case of air transport before the date of delivery stipulated in the Contract, notify the Purchaser by cable or telex or fax of the Contract No., name of Goods, quantity, number of packages, total gross weight, total volume (m³) in cubic meters and the date of readiness for delivery. At the same time, the Supplier shall send to the Purchaser by registered letter a detailed list of the Goods to be delivered in five (5) copies including Contract No., name of Goods, specification, quantity, total gross weight, total volume (m³) in cubic meters and dimensions of each package (length×width×height), unit and total prices and the date of readiness for delivery and any special requirements or attention needed for the Goods during transportation and storage.

2) 卖方应在货物装完后 24 小时之内以电报或电传或传真形式将合同号、货物名称、数量、总毛重、体积(用 m³ 表示)、发票金额、运输方式(铁路 / 公路 / 水运 / 航空)、运输工具名称、启运日期和预计到达目的港的日期通知买方。如果每个包装箱的重量超过 20 吨(t), 或体积达到或超过长 12 米(m)、宽 2.7 米(m)和高 3 米(m), 卖方应将每个包装箱的重量和体积通知买方, 易燃品或危险品的细节还应另行注明。

2) The Supplier shall, no later than twenty four (24) hours after completion of loading of the Goods, notify the Purchaser by cable or telex or fax of Contract No., name of Goods, quantity, total gross weight, volume (m³) in cubic meters, invoiced value, means of transports (railway/road/water/air), details of carrying train/vehicle/vessel/aircraft, date of departure, and estimated arrival date. If a package weighs more than twenty (20) metric tons, or dimensions reach or exceed twelve (12) meters in length, two point seven (2.7) meters in width and three (3) meters in height, the Supplier shall notify the Purchaser of the weight and measurement of each package. The details of flammable and dangerous Goods, if any, shall also be indicated.

3) 在 EXW 合同项下, 如果是因为卖方延误不能用电报或电传或传真形式将上述内容通知买方, 使买方不能及时办理保险, 由此而造成的全部损失应由卖方负责。

3) If the Purchaser fails to arrange for insurance coverage in the time under the terms of an EXW contract, due to the Supplier's delay in notifying the above to the Purchaser by telex or cable or fax, all losses thus incurred shall be born by the Supplier.

12.3 如果是 FOB / FCA 合同:

12.3 In the case of FOB/FCA Contract:

1) 卖方应在装运日期之前, 即海运前 30 日或空运前 7 日以电报或电传或传真形式将合同号、货物名称、数量、箱数、总毛重、总体积(用 m³ 表示)和装运口岸备妥待运日期通知买方, 同时, 卖方应用航空信把详细的货物清单一式 5 份, 包括合同号、货物名称、规格、数量、总体积(用 m³ 表示)、每箱尺寸(长×宽×高)、单价、总金额、启运口岸、备妥待运日期和货物在运输、储存中的特殊要求和注意事项等寄给买方。

1) The Supplier shall, thirty (30) calendar days in the case of sea shipment or seven (7) days in the case of air transport, before the date of shipment, notify the Purchaser by cable or telex or fax of Contract No., name of Goods, quantity, number of packages, total gross weight, total volume (m³) in cubic meters and the date of readiness for shipment at the port of loading. At the same time, the Supplier shall send to the Purchaser by airmail a detailed list of the Goods to be delivered in five (5) copies including Contract No., name of Goods, specification, quantity, total volume (m³) in cubic meters and dimension of each package (length × width × height), unit and total price, port of shipment and date of readiness for shipment, and any special requirements or attention needed for the Goods during transportation and storage.

2) 卖方应在货物装完后 24 小时之内以电报或电传或传真形式将合同号、货物名称、数量、毛重、体积(用 m³ 表示)、发票金额、运输工具名称、启运日期和预计到达目的港的日期通知买方。如果每个包装箱的重量超过 20 吨(t), 或体积达到或超过长 12 米(m)、宽 2.7 米(m)和高 3 米(m), 卖方应将每个包装箱的重量和体积通知买方, 易燃品或危险品的细节还应另行注明。

2) The Supplier shall, no later than twenty four (24) hours after completion of shipping of the Goods, notify the Purchaser by cable or telex or fax of Contract No., name of Goods, quantity, gross weight, volume (m³) in cubic meters, invoiced value, means of transports (railway/road/water/air), date of

departure, and estimated arrival date. If a package weighs more than twenty (20) metric tons, or dimensions reach or exceed twelve (12) meters in length, two point seven (2.7) meters in width and three (3) meters in height, the Supplier shall notify the Purchaser of the weight and measurement of each package. The details of flammable and dangerous Goods, if any, shall also be indicated.

3)在 FOB / FCA 合同项下, 如果是因为卖方延误不能用电报或电传或传真形式将上述内容通知买方, 使买方不能及时办理保险, 由此而造成的全部损失应由卖方负责。

3) If the Purchaser fails to arrange for insurance coverage in the time under the terms of an FOB / FCA contract, due to the Supplier's delay in notifying the above to the Purchaser by telex or cable or fax, all losses thus incurred shall be born by the Supplier.

13. 交货和单据

13. Delivery and Documents

13.1 卖方应按照“货物需求一览表”规定的条件交货。卖方应提供的装运细节和 / 或其他单据见合同条款第 9、10、11 和 12 条规定。

13.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the "Schedule of Requirements". The details of shipping and/or other documents to be furnished by the Supplier are specified in GCC Clauses 9, 10, 11 and 12.

13.2 EXW、FOB、FCA、CIF、CIP 及其他用于说明各方责任的贸易术语应按照巴黎国际商会现行最新版本的《国际贸易术语解释通则》(Incoterms)来解释。

13.2 For purposes of the Contract, EXW, FOB, FCA, CIF, CIP, and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current latest edition of *Incoterms* published by the International Chamber of Commerce, Paris.

13.3 卖方应在货物装完启运后以传真形式将全部装运细节, 包括合同号、货物说明、数量、运输工具名称、提单号码及日期、装货口岸、启运日期、卸货口岸、预计到港日期等通知买方和保险公司。为合同支付的需要, 卖方还应根据本合同条款第 20 条的规定, 向买方寄交或通过卖方银行转交该条款规定的相关“支付单据”。

13.3 Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by fax of the full details of shipment, including Contract number, description of Goods, quantity, name of the carrying vessel, date and No. of Bill of Lading, name of shipping port, date of departure, name of unloading port, estimated date of arrival of the vessel at port of destination, etc. For the purpose of contract payment, the Supplier shall send or present through Supplier's bank (when applicable) the relevant "Payment-Documents" to the Purchaser in accordance with the requirements stipulated in Clause 20 hereunder.

14. 保险

14. Insurance

14.1 应对本合同下提供的货物, 按本条款规定的方式, 用一种可以自由兑换的货币对其在制造、购置、运输、存放及交货过程中的丢失或损坏进行全面保险。

14.1 The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in GCC.

14.2 如果买方要求按 CIF 或 CIP 价格条件交货, 其货物保险将由卖方办理、支付, 卖方应用一种可以自由兑换的货币办理以发票金额 110%投保的一切险和战争险, 并以买方为受益人。如果按 FOB / FCA 价格条件交货, 则保险由买方负责。

14.2 Where delivery of the Goods is required by the Purchaser on a CIF or CIP basis, the Supplier shall arrange and pay for cargo insurance, naming the Purchaser as the beneficiary. Insurance is to be effected by the Supplier in a freely convertible currency for one hundred and ten percent (110%) invoiced value on an all risks and war risk basis. Where delivery is on an FOB or FCA basis, insurance shall be the responsibility of the Purchaser.

14.3 如果是 EXW 合同，装货后的保险应由买方办理。

14.3 In the case of an EXW Contract, insurance is to be effected by the Purchaser after loading.

15. 运输

15. Transport

15.1 如果合同要求卖方以 FOB 价格条件交货，卖方应负责办理、支付直至包括将货物在指定的装船港装上船的一切运输事项，相关费用包括在合同价中。如果合同要求卖方以 FCA 价格条件交货，卖方应负责办理、支付将货物在买方指定地点或其他同意的地点交由承运方保管的一切运输事项，相关费用应包括在合同价中。

15.1 Where the Supplier is required under the Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

15.2 如果合同要求卖方以 CIF / CIP 价格条件交货，卖方应负责办理、支付将货物运至目的港或合同中指定的其他目的地的一切运输事项，相关费用应包括在合同价中。

15.2 Where the Supplier is required under the Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

15.3 如果合同要求卖方以 CIF / CIP 价格条件交货，所选择承运人事先应获买方同意。如果合同要求以 FOB / FCA 价格条件交货，卖方应使用买方指定的承运人或挂中国国旗的船只(如果合同要求的话)，代表买方并由买方负担费用来安排国际运输，如果买方指定的承运人或挂中国国旗的船只不能在合同规定的时间内用于运输货物，卖方应安排别的承运人或船只运输货物。

15.3 Where the Supplier is required under the Contract to deliver the Goods CIF or CIP, the selected carrier shall have the prior approval of the Purchaser. Where the Supplier is required under the Contract to deliver the Goods FOB or FCA, and to arrange on behalf and at the expense of the Purchaser for international transportation on specified carriers or on national flag carriers of the PRC, the Supplier may arrange for such transportation on alternative carriers if the specified carriers or with the PRC national flag carriers are not available to transport the Goods within the period(s) specified in the Contract.

16. 伴随服务

16. Incidental services

16.1 卖方可能被要求提供下列服务中的任一或所有服务，包括合同专用条款与技术规格中规定的附加服务(如果有的话)：

16.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC and Technical Specifications:

1) 实施或监督所供货物的现场组装和 / 或试运行；

1) Performance or supervision of on-site assembly and/or start-up of the supplied Goods;

2) 提供货物组装和 / 或维修所需的工具；

2) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;

3) 为所供货物的每一适当的单台设备提供详细的操作和维护手册；

3) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

4) 在双方商定的一定期限内对所供货物实施运行或监督或维护或修理，但前提条件是该服务并不能免除卖方在合同保证期内所承担的义务；

4) Performance or supervision or maintenance or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract guarantee period;

5) 在卖方厂家和 / 或在项目现场就所供货物的组装、试运行、运行、维护和 / 或修理对买方人员进行培训。

5) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

16.2 如果卖方提供的伴随服务的费用未含在货物的合同价中, 双方应事先就其达成协议, 但其费用单价不应超过卖方向其他人提供类似服务所收取的现行单价。

16.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing price charged for other parties by the Supplier for similar services.

16.3 卖方应提供合同专用条款 / 技术规格中规定的所有服务。为履行要求的伴随服务的报价或双方商定的费用应包括在合同价中。

16.3 The Supplier shall provide all the services as specified in SCC/Technical Specifications. The price quoted in the bid or agreed upon by the Parties for performing the required incidental services shall be included in the Contract Price.

17. 备件

17. Spare parts

17.1 正如合同条款所规定, 卖方可能被要求提供下列与备件有关材料, 通知和资料:

17.1 As specified in GCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts:

1) 买方从卖方选购备件的资料, 但前提条件是选择并不能免除卖方在合同保证期内所承担的义务;

1) Such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract guarantee period;

2) 在备件停止生产的情况下, 卖方应事先将要停止生产的计划通知买方使买方有足够的时间采购所需的备件;

2) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements, in the event of termination of production of the spare parts;

3) 在备件停止生产后, 如果买方要求, 卖方应免费向买方提供备件的蓝图、图纸和规格。

3) Furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested, following the termination of the spare parts.

17.2 卖方应按照合同专用条款 / 技术规格中的规定提供所需的备件。

17.2 The Supplier shall provide necessary spare parts as specified in SCC or Technical Specifications.

18. 保证

18. Warranty

18.1 卖方应保证合同项下所供货物是全新的、未使用过的, 是最新或目前的型号, 除非合同另有规定, 货物应含有设计和材料的全部最新改进。卖方进一步保证, 合同项下提供的全部货物没有设计、材料或工艺上的缺陷(由于按买方的要求设计或按买方的规格提供的材料所产生的缺陷除外), 或者没有因卖方的行为或疏忽而产生的缺陷, 这些缺陷是所供货物在最终目的地国家现行条件下正常使用可能产生的。

18.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless

provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design or material is required by the Purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

18.2 本保证应在合同货物最终验收后的一定期限内保持有效,或在最后一批合同货物到达目的港后的一定期限内保持有效(上述期限见合同专用条款),以先发生的为准。

18.2 This warranty shall remain valid for number of months as specified in SCC after the date of final acceptance of the goods for this Contract, or number of months as specified in SCC after the date of arrival of the last shipment of the goods at the port of destination, whichever occurs earlier.

18.3 买方应尽快以书面形式通知卖方保证期内所发现的缺陷。

18.3 The Purchaser shall promptly notify the Supplier in writing of any defect arising under this warranty.

18.4 卖方收到通知后应在合同专用条款规定的时间内以合理的速度免费维修或更换有缺陷的货物或部件。

18.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser.

18.5 如果卖方收到通知后在合同规定的时间内没有以合理的速度弥补缺陷,买方可采取必要的补救措施,但其风险和费用将由卖方承担,买方根据合同规定对卖方行使的其他权力不受影响。

18.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

19. 索赔

19. Claim

19.1 如果卖方对偏差负有责任,并且买方在合同条款第 18 条或合同的其他条款规定的检验、安装、调试、验收和质量保证期内提出了索赔,卖方应按照买方同意的下列一种或几种方式结合起来解决索赔事宜:

19.1 In case the Supplier is liable for the discrepancies and a claim is lodged by the Purchaser within the time limit of inspection, erection, commissioning, acceptance test and the warranty period as stipulated in GCC Clause 18 or elsewhere in the Contract, the Supplier shall settle the claim with the agreement of the Purchaser in one or a combination of the following ways:

1) 卖方同意退货并用合同规定的货币将货款退还给买方,并承担由此发生的一切损失和费用,包括利息、银行手续费、运费、保险费、检验费、仓储费、装卸费以及为看管和保护退回货物所需的其它必要费用。

1) Agree to the rejection of the Goods and refund to the Purchaser the value of the Goods so rejected in the same currency as specified in the Contract and to bear the losses and expenses incurred including interest, accrued banking charges, freight and insurance premiums, inspection charges, storage charges, stevedore charges and other necessary expenses required for the custody and protection of the rejected Goods.

2) 根据货物的偏差情况、损坏程度以及买方所遭受损失的金额,经买卖双方商定降低货物的价格。

2) Devalue the Goods according to the degree of discrepancies, extent of damage and amount of losses suffered by the Purchaser, as agreed between the Purchaser and the Supplier.

3) 用符合合同规定的规格、质量和性能要求的新零件、部件和 / 或设备来更换有缺陷的部分和 / 或修补缺陷部分,卖方应承担一切费用和 risk 并负担买方蒙受的全部直接损失费用。同时,卖方应按合同条款第 18 条规定,相应延长所更换货物的质量保证期。

3) Replace the defective Goods with new parts, components and/or equipment which conform to the

specifications, quality and performance as specified in the Contract, and/or repair the defective Goods at the Supplier's expenses and risks and bear all directly related expenses sustained by the Purchaser. The Supplier shall at the same time guarantee the quality of there placed Goods for a further corresponding period according to GCC Clause 18.

19.2 如果在买方发出索赔通知后 30 日内，卖方未作答复，上述索赔应视为已被卖方接受。如卖方未能在买方发出索赔通知后 30 日内或买方同意的延长期限内，按照买方同意的上述规定的任何一种方法解决索赔事宜，买方将从议付货款或从卖方开具的履约保证金中扣回索赔金额。

9.2 In case the Supplier fails to reply within thirty (30) calendar days after notification of the Purchaser's claim, the above mentioned claims shall be regarded as being accepted by the Supplier. If the Supplier fails to resolve the claim in any of the ways described above as agreed with the Purchaser within thirty (30) days after notification of the claim(s) by the Purchaser or longer period of time agreed upon by the Purchaser, the Purchaser will proceed to recover the claim amount from the payment under negotiation or from the performance security established by the Supplier.

20. 付款

20. Payment

20.1 本合同项下的付款方法和条件在合同专用条款中有规定。

20.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.

21. 价格

21. Price

21.1 卖方在本合同项下提交货物的价格和履行伴随服务收取的费用在合同协议书中给出。

21.1 Prices charged by the Supplier for Goods delivered and incidental Services performed under the Contract are shown in Contract Form.

22. 变更指令

22. Change Orders

22.1 根据合同条款第 35 条的规定，买方可以在任何时候书面向卖方发出指令，在本合同的一般范围内变更下述一项或几项：

22.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 35, make changes within the general scope of the Contract in any one or more of the following:

1) 本合同项下提供的货物是专为买方制造时，变更图纸、设计或规格；

1) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

2) 运输或包装的方法；

2) The method of shipment or packing;

3) 交货地点；

3) Place of delivery

4) 卖方提供的伴随服务。

4) Incidental services provided by the Supplier

22.2 如果上述变更使卖方履行合同义务的费用或时间增加或减少，将对合同价或交货时间或两者进行公平的调整，同时相应修改合同。卖方根据本条进行调整的要求必须在收到买方的变更指令后 30 日内提出。

22.2 If any such change causes an increase or decrease in the cost or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract

Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

23. 合同的修改

23. Contract Amendments

23.1 除了合同条款第 22 条的情况外，不对合同条款进行任何变更或修改，除非双方同意并签订书面的合同修改书。

23.1 Subject to GCC Clause 22, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

24. 转让

24. Assignment

24.1 除买方事先书面同意外，卖方不得部分转让或全部转让其应履行的合同义务。

24.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.

25. 分包

25. Subcontract

25.1 卖方应书面通知买方其在本合同中所分包的全部分包合同，但此分包通知并不能解除卖方履行本合同的责任和义务。

25.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract. Such notification shall not relieve the Supplier from any liability or obligation under the Contract.

25.2 分包必须符合合同条款第 3 条的规定。

25.2 Subcontracts must comply with the provisions of GCC Clause 3.

26. 卖方履约延误

26. Delays in the Supplier's Performance

26.1 卖方应按照“货物需求一览表”中买方规定的时间表交货和提供伴随服务。

26.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.

26.2 在履行合同过程中，如果卖方及其分包人遇到妨碍按时交货和提供伴随服务的情况时，应及时以书面形式将拖延的事实、可能拖延的时间和原因通知买方。买方在收到卖方通知后，应尽快对情况进行评价，并确定是否同意延长交货时间以及是否收取误期赔偿费。延期应通过修改合同的方式由双方认可。

26.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

26.3 除了合同条款第 29 条的情况外，除非拖延是根据合同条款第 26.2 条的规定取得同意而不收取误期赔偿费之外，卖方延误交货，将按合同条款第 27 条的规定被收取误期赔偿费。

26.3 Except as provided under GCC Clause 29, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 27, unless the extension of time is agreed upon pursuant to GCC Clause 26.2 without the application of liquidated damages.

27. 误期赔偿费

27. Liquidated damages

27.1 除合同条款第 29 条规定的情况外，如果卖方没有按照合同规定的时间交货和提供服务，买方应在不影响合同项下的其他补救措施的情况下，从合同价中扣除误期赔偿费。每延误一周的赔偿费按迟交货物交货价或未提供的服务费用的 0.5% 计收，直至交货或提供服务为止。误期赔偿费的最高限额为合同价格的 5%。一旦达到误期赔偿费的最高限额，买方可考虑根据合同条款第 28 条的规定终止合同。

27.1 Subject to GCC Clause 29, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to zero point five percent (0.5%) of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of five percent (5%) of Contract Price. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 28.

28. 违约终止合同

28. Termination for Default

28.1 在买方对卖方违约而采取的任何补救措施不受影响的情况下，买方可向卖方发出书面违约通知书，提出终止部分或全部合同：

28.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

1) 如果卖方未能在合同规定的期限内或买方根据合同条款第 26 条的规定同意延长的期限内提供部分或全部货物；

1) if the Supplier fails to deliver any or all of the Goods, within the period(s) specified in the Contract or within any extension thereof granted by the Purchaser pursuant to GCC Clause 26; or

2) 如果卖方未能履行合同规定的其它任何义务。

2) if the Supplier fails to perform any other obligation(s) under the Contract.

3) 如果买方认为卖方在本合同的竞争和实施过程中有腐败和欺诈行为。为此目的，定义下述条件：

3) if the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the contract. For the purpose of this clause:

a) “腐败行为”是指提供、给予、接受或索取任何有价值的物品来影响买方在采购过程或合同实施过程中的行为。

a) "Corrupt practices" means the offering, giving, receiving or soliciting of any thing of value to influence the action of the Purchaser in the procurement process or in contract execution.

b) “欺诈行为”是指为了影响采购过程或合同实施过程而谎报或隐瞒事实，损害买方利益的行为。

b) "Fraudulent practices" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the purchaser.

28.2 如果买方根据上述第 28.1 条的规定，终止了全部或部分合同，买方可以依其认为适当的条件和方法购买与未交货物类似的货物或服务，卖方应承担买方因购买类似货物或服务而产生的额外支出。但是，卖方应继续执行合同中未终止的部分。28.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 28.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

29. 不可抗力

29. Force Majeure

29.1 签约双方任何一方由于不可抗力事件的影响而不能执行合同时，履行合同的期限应予以延长，

其延长的期限应相当于事件所影响的时间。不可抗力事件系指买卖双方在缔结合同时不能预见的，并且它的发生及其后果是无法避免和无法克服的事件，诸如战争、严重火灾、洪水、台风、地震及其它双方同意可认定的不可抗力事件。

29.1 If either of the parties to the Contract be prevented from executing the Contract by such cases of Force Majeure as war, serious fire, flood, typhoon and earthquake and other cases agreed upon by both parties as cases of Force Majeure, the time for execution of the contract shall be extended by a period equal to the effect of those causes. An event of Force Majeure means the event that the parties could not foresee at the time of conclusion of the Contract and its occurrence and consequences can not be avoided and cannot be overcome.

29.2 受阻一方应在不可抗力事件发生后尽快用电报、传真或电传通知对方，并于事件发生后 14 日内将有关当局出具的证明文件用特快专递或航空挂号信寄给对方审阅确认。一旦不可抗力事件的影响持续 120 日以上，双方应通过友好协商在合理的时间内达成进一步履行合同的协议。

29.2 The prevented party shall notify the other party by cable/fax/telex within the shortest possible time of the occurrence of the Force Majeure event and within fourteen (14) days thereafter send by special courier or registered airmail to the other party, a certificate for evidence issued by the relevant authorities for confirmation. Should the effect of Force Majeure continue for more than one hundred and twenty (120) consecutive days, both parties shall settle the further execution of the Contract through friendly negotiation and reach an agreement with a reasonable time.

30. 因破产而终止合同

30. Termination of contract due to bankruptcy

30.1 如果卖方破产或无清偿能力，买方可在任何时候以书面形式通知卖方，提出终止合同而不给卖方补偿。该合同的终止将不损害或影响买方已经采取或将要采取的任何行动或补救措施的权利。

30.1 In case the seller is bankrupt or insolvent, the buyer may at any time notify the seller in writing of the termination of the contract without compensation to the seller. The termination of the contract shall not prejudice or affect the powers of any action or remedy that the buyer has taken or will take.

31. 因买方的便利而终止合同

31. Termination of contract due to buyer's convenience

31.1 买方可在任何时候出于自身的便利向卖方发出书面通知全部或部分终止合同，终止通知应明确该终止合同是出于买方的便利，并明确合同终止的程度，以及终止的生效日期。

31.1 The buyer may at any time terminates all or part of the contract by giving written notice to the seller for its own convenience, the notice of termination shall state that the termination contract is for buyer's convenience, and the extent to which the contract is terminated, as well as the effective date of termination.

31.2 对卖方在收到终止通知后 30 日内已完成并准备装运的货物，买方应按原合同价格和条款予以接收，对于剩余的货物，买方可：

31.2 The goods which have been completed and ready for shipment within 30 days after receipt of the notice of termination shall be accepted by the buyer at the original contract price and terms, and for the remaining goods, the buyer may:

1) 仅对部分货物按照原来的合同价格和条款予以接受；或

1) Only part of the goods are accepted in accordance with the original contract price and terms; or

2) 取消对剩余货物的采购，并按双方商定的金额向卖方支付部分完成的货物和服务以及卖方以前已采购的材料和部件的费用。

2) Cancel the purchase of the remaining goods and pay the seller the partially completed goods and services, as well as the costs of the materials and components that previously procured by the seller at the agreed amount.

32. 争端的解决

32. Settlement of disputes

32.1 合同实施或与合同有关的一切争端应通过双方协商解决。如果协商开始后 60 日还不能解决，争端应提交仲裁。

32.1 All disputes arising from the execution of the contract or in connection with the contract shall be settled through consultation between the two parties. If the dispute cannot be settled within 60 days after the beginning of the negotiation, the dispute shall be submitted for arbitration.

32.2 仲裁应由中国国际经济贸易仲裁委员会(CIETAC)按其仲裁规则和程序在北京或中国的其他地点进行。除非双方另有约定，仲裁的官方语言应为中文。

32.2 Arbitration shall be conducted by the China International Economic and Trade Arbitration Commission (CIETAC) in Beijing or any other place in China in accordance with its arbitration rules and procedures. Unless agreed by both parties, the official language of the arbitration shall be Chinese.

32.3 仲裁裁决应为最终裁决，对双方均具有约束力。

32.3 The arbitration decision shall be terminal and binding upon both parties.

32.4 仲裁费除仲裁机关另有裁决外均应由败诉方负担。

32.4 The arbitration fees shall be borne by the losing party unless judged by the arbitration organization.

32.5 在仲裁期间，除正在进行仲裁的部分外，本合同其它部分应继续执行。

32.5 During the period of arbitration, other parts of this contract shall continue to be executed except for the part being arbitrated.

33. 合同语言

33. Language of the contact

33.1 除非双方另有约定，本合同语言为中文。如果本合同同时采用中文和英文，两种文字具有同等法律效力。除非双方另有约定，当中文和英文不一致时，以中文为准。双方交换的与合同有关的信函应用合同语言书写。

33.1 Only if agreed by both parties, the language of this contract shall be Chinese. If the contract is in both Chinese and English, both languages shall be equally valid. Unless agreed by both parties, when Chinese and English are inconsistent, the Chinese shall prevail. Letters relating to the contract exchanged by both parties shall be written in the contract language.

34. 适用法律

34. Applicable law

34.1 本合同应按照中华人民共和国的法律进行解释。

34.1 This contract shall be interpreted in accordance with the laws of the People's Republic of China.

35. 通知

35. Notification

35.1 本合同一方给对方的通知应用书面形式送到合同专用条款中规定的对方的地址。

35.1 The notification of one party to the other party shall be sent in writing to the address of the other party special conditions of contract.

35.2 通知以送到日期或通知书的生效日期为生效日期，两者中以晚的一个日期为准。

35.2 The effective date of notification shall be the arrived date or the effective date of the notice, both date is subject to a later one.

36. 税和关税

36. Taxes and customs duties

36.1 中国政府根据现行税法对买方征收的与本合同有关的一切税费均应由买方负担。

36.1 All taxes and fees relating to the contract levied by the Chinese government on the buyer in accordance with the current tax law shall be borne by the buyer.

36.2 如果本合同是授予中国境内的卖方,则中国政府根据现行税法对中国境内的卖方征收的与本合同有关的一切税费均应由该境内卖方负担。如果合同是授予中国境外的卖方,则中国政府根据现行税法规定和合同专用条款中所述的协议(如果有此协议的话)对境外卖方征收的与实施本合同有关的一切税费均应由境外卖方负担。

36.2 If this contract is to be granted to the sellers in China, all taxes and fees relating to the contract levied by the Chinese government on the seller under the current tax law shall be borne by the sellers within the territory of china. If the contract is granted to sellers outside China, all taxes and fees relating to the execution of the contract levied by the Chinese government on the seller under the current tax law and the special conditions of contract (if any) shall be borne by the sellers across the border.

36.3 在中国境外发生的与本合同执行有关的一切税费均应由卖方负担。

36.3 All taxes and fees incurred outside China that are relevant to the execution of this contract shall be borne by the seller.

37. 合同生效及其他

37. Effectiveness of contract and others

37.1 本合同应在双方签字和买方收到卖方提交的履约保证金后生效。

37.1 This contract shall enter into force upon signature by both parties and upon receipt of the Performance Security submitted by the seller.

37.2 如果本合同的货物在其所在国需要出口许可证,卖方应负责办理出口许可证,费用自理。

37.2 If the goods under this contract require export licenses in their country, the seller shall be responsible for making the export license and at their own expense.

37.3 下述合同附件为本合同不可分割的部分并与本合同具有同等效力:

37.3 The appendix to the contract shall be an integral part of this contract and have the same effect as this contract:

附件 1—供货范围及分项价格表

Appendix 1 - the scope of supply and itemized price list

附件 2—技术规格

Appendix 2 - Technical Specifications

附件 3—交货批次及交货时间

Appendix 3 - Delivery batches and time of shipment

附件 4—履约保证金保函(见格式 III-2. 履约保证金保函格式)

Appendix 4 - Performance Security Form (see format III-2. Performance Security Form Format)

附件 5—预付款银行保函(见格式 III -3. 预付款银行保函格式)

Appendix 5 - Bank guarantee for advance payment (see format III-3. Bank guarantee for advance payment format)

附件 6—信用证(见格式 III-4. 信用证格式)

Appendix 6 - Letter of Credit (see Form III-4. Form of L/C)

第三章 合同格式
Chapter III Contract Form

格式 III-1. 合同协议书格式

Format III-1 Format of contract agreement

合同协议书

Contract agreement

本合同于 年 月 日由中华人民共和国的（买方名称）（以下简称“买方”）为一方和（卖方国家 / 地区和城市）的（卖方名称）（以下简称“卖方”）为另一方按下述条款和条件签署。

This contract is signed by (name of the buyer) (hereinafter referred to as "buyer") from People's Republic of China and (name of the seller) (hereinafter referred to as "seller") from (the seller's country / region and city) under the following terms and conditions on Y M D.

鉴于买方为获得以下货物和伴随服务，即（货物和服务简介）而邀请投标，并接受了卖方以总金额（币种、用文字和数字表示的合同价）（以下简称“合同价”）提供上述货物和服务的投标。

In view of the fact that the buyer invites the bid for the acquisition of the following goods and accompanying services, i.e. (goods and service profiles), and accepts the seller's bid for the above goods and services in terms of the total amount (the currency, the contract price in words and figures) (hereinafter referred to as the "contract price").

本合同在此声明如下：

This contract is hereby declared as follows:

1. 本合同中的词语和术语的含义与合同条款中定义的相同。

1. The meanings of words and terms in this contract are the same as those defined in the contract terms.

2. 下述文件是本合同的一部分，并与本合同协议书一起阅读和解释：

2. The following documents are part of this contract and shall read and interpret together with the contract agreement:

1) 合同通用条款：

1) General Conditions of Contract

2) 合同专用条款：

2) Special conditions of contract

3) 合同附件，如：

3) Appendix of the contract, such as:

附件 1—供货范围及分项价格表

Appendix 1 - the scope of supply and itemized price list

附件 2—技术规格

Appendix 2 - Technical Specifications

附件 3—交货批次及交货时间

Appendix 3 - Delivery batches and time of shipment

附件 4—履约保证金保函(格式见本章格式 III-2)

Appendix 4 - Performance Security Form (See form in format III-2 of this Chapter)

附件 5—预付款银行保函(格式见本章格式 III-3)

Appendix 5 - Bank guarantee for advance payment (See form in format III-3 of this Chapter)

附件 6—信用证(格式见本章格式 III-4)

Appendix 6 - Letter of Credit (See form in format III-4 of this Chapter)

4) 中标通知书

4) Notification of Award

3. 考虑到买方将按照本合同向卖方支付，卖方在此保证全部按照合同的规定向买方提供货物和服务，并修补缺陷。

3. Taking into account that the buyer will pay to the seller in accordance with this contract, the seller hereby shall warrant to the buyer all the goods and services provided under the rules of the contract and repair the defects.

4. 考虑到卖方提供的货物和服务并修补缺陷，买方在此保证按照合同规定的时间和方式向卖方支付合同价或其他按合同规定应支付的金额。

4. In consideration of the goods and services supplied by the seller and remedying the defects, the buyer hereby warrants to the seller the payment of the contract price or any other amount as stipulated in the contract in the time and manner specified in the contract.

双方在上述日期签署本协议。

The two parties signed this agreement on the above date.

买方代表姓名： _____

卖方代表姓名： _____

Name of the buyer's representative: _____

Name of the seller's representative: _____

买方代表签字： _____

卖方代表签字： _____

Signature of the buyer's representative: _____
representative: _____

Signature of the seller's representative: _____

买方名称： _____

卖方名称： _____

Name of buyer: _____

Name of seller: _____

格式 III-2. 履约保证金保函格式

Format III-2 Performance Security Form Format

履约保证金保函

Performance Security Form

开具日期: _____

Date of issue: _____

致: (买方名称)

To: (Name of buyer)

(合同编号) 号合同履约保函

No. (Contract No.) Contract performance bond

本保函作为贵方与(卖方名称)(以下简称“卖方”)于_____年____月____日就(项目名称)项目(以下简称“项目”)项下提供(货物名称)(以下简称“货物”)签订的(合同编号)号合同的履约保函。

This letter of guarantee as the performance bond that signed by you and (Name of seller) (hereinafter referred to as "seller") on ___Y___M___D_ in respect of the No. (Contract no.) contract for the provision of (name of goods) (hereinafter referred to as "goods") under the (Name of project) project (hereinafter referred to as "project").

(出具保函银行名称) (以下简称“银行”)无条件地、不可撤销地具结保证本行、其继承人和受让人无追索地向贵方以(货币名称)支付总额不超过(货币数量),即相当于合同价格的____%,并以此约定如下:

(Name of bank that issued the Letter of guarantee) (hereinafter referred to as the "bank") unconditionally and irrevocably guarantees to bank, its successors and assigns without recourse to you at (name of currency) payment does not exceed the total amount (amount of currency), which is equivalent to the contract price%, and thus agreed as follows:

1. 只要贵方确定卖方未能忠实地履行所有合同文件的规定和双方此后一致同意的修改、补充和变动,包括更换和/或修补贵方认为有缺陷的货物(以下简称“违约”),无论卖方有任何反对,本行将凭贵方关于卖方违约说明的书面通知,立即按贵方提出的累计总额不超过上述金额的款项和按贵方通知规定的方式付给贵方。

1. As long as you determine that the seller has not faithfully performed all the terms of the documents of contract and the subsequent amendment, additions and changes, including the replacement and / or repair of the goods (hereinafter referred to as "default") which you consider to be defective, in the event of any objection, the bank will immediately pay cumulative amount of not more than the above amount in the manner prescribed by you with your written notice of the seller's breach of contract.

2. 本保函项下的任何支付应为免税和净值。对于现有或将来的税收、关税、收费、费用扣减或预提税款,不论这些款项是何种性质和由谁征收,都不应从本保函项下的支付中扣除。

2. Any payment under this guarantee shall be duty-free and net worth. For existing or future taxes, duties, charges, fees deductions or withholding taxes, regardless of the nature of those payments and the collection of persons, they shall not be deducted from payments made under this letter of guarantee.

3. 本保函的条款构成本行无条件的、不可撤销的直接责任。对即将履行的合同条款的任何变更、贵方在时间上的宽限、或由贵方采取的如果没有本款可能免除本行责任的任何其它行为,均不能解除或免除本行在本保函项下的责任。

3. The terms of this guarantee constitute an unconditional and irrevocable direct responsibility of the bank. Any change in the terms of the contract to be performed, your grace in time, or any other action taken by you that may not be exempted from the bank's obligations under this subsection shall not be discharged or waived by the bank under this guarantee responsibility.

4.本保函在本合同规定的保证期期满前完全有效。

4. This warranty is fully valid before the expiration of the guarantee period stipulated in this contract.

谨启。

Sincerely!

出具保函银行名称: _____

Name of bank that issued the Letter of guarantee: _____

签字人姓名和职务（姓名印刷体）: _____

Name and position of signatory (name printed): _____

签 字 人 签 名: _____

Signature: _____

公 章: _____

Official seal: _____

格式 III-3. 预付款银行保函格式

Format III-3 Bank guarantee for advance payment format

预付款银行保函

Bank guarantee for advance payment

开具日期: _____

Date of issue: _____

致: (买方名称)

To: (Name of buyer)

(合同名称)

(Contract name)

根据合同条款第 20 条中的规定, (卖方名称、地址) (以下简称“卖方”) 须向买方提交总额为 (币种、以文字和数字表示的保函金额) 的银行保函, 以保证卖方将正确和忠实地履行所述的合同条款。

According to the provisions of the contract terms of article 20, (name and address of the seller) (hereinafter referred to as the "seller") shall submit to the buyer a bank guarantee with a total amount of (the currency, the amount of the letter expressed in the words and figures) to ensure that the seller will correctly and faithfully fulfill the terms of the contract.

我行, (银行名称), 根据卖方的要求, 无条件地和不可撤销地同意作为第一责任人而不仅仅作为保证人, 保证在收到买方的第一次要求就支付给买方不超过 (币种、以文字和数字表示的保函金额) 的金额, 我行无权反对和不需要先向卖方索赔。

Our bank, (Name of bank), in accordance with the requirements of the seller, unconditionally and irrevocably agree as the first responsible person rather than as a guarantor, to ensure in buyer's first request to make payment that does not exceed the amount of (the currency, the amount of the letter of guarantee expressed in the words and figures), our bank has no right to oppose and do not need to claim against the seller.

我行进而同意, 双方同意的对将要履行的合同条款或合同文件的更改、增补或修改均不能免除我行在本保函下的任何责任。我行在此表示上述更改、增补和修改无需通知我行。

Our bank agrees that any change, addition or amendment to the terms of the contract or the contract documents to be performed by both parties shall not waive any of our obligations under this guarantee. I hereby express that the above changes, additions and amendment do not need to notify me.

本保函从卖方收到合同预付款起直至最后一批货物交货后 30 日内有效。

This guarantee shall be valid for 30 days from the date of receipt of the contract advance payment by the seller until the delivery of the final consignment.

出具保函银行名称: _____

Name of bank that issued the Letter of guarantee: _____

签字人姓名和职务 (姓名印刷体): _____

Name and position of signatory (name printed): _____

签 字 人 签 名: _____

Signature: _____

公 章: _____

Official seal: _____

格式 III-4-1 信用证格式(一次支付 100%的情况)

Format III- 4-1 Form of L/C (a payment of 100% at a time)

信用证

Letter of Credit

日期: _____

Date: _____

致: (卖方)

To: (Name of seller)

本信用证通过 (银行名称) 转递。

This letter of credit is passed by (bank name).

我方应 (买方名称) 要求为贵方开具 (信用证号码) 号不可撤销的信用证, 限于 (币种、金额)。
贵方可凭 100% 的发票金额开具以 (买方名称) 为付款人的即期汇票, 并附以下单据:

We shall, at the request of (the buyer's name), issue a (L / C No.) irrevocable letter of credit, which is limited to (currency, amount). You may draw on sight draft with the invoice amount of 100% for the (buyer's name) as drawee, together with the following documents:

1. 签字的商业发票一式 4 份 (应注明有关的合同编号)。
1. Signed commercial invoice in 4 copies (indicating the contract number).
2. 标有“运费已付”的全套已装船清洁海运提单, 空白抬头, 空白背书, 被通知人为_____。
2. A full set of shipping clean B/L which is marked "freight paid", to order, blank endorsement, the Notified party is_____.
3. 装箱单和 / 或重量单一式 4 份, 说明每一包装箱的数量、毛重和净重。
3. Packing list and / or weight memo in 4 copies, indicating the quantity, gross weight and net weight of each package.
4. 制造商出具的质量证书一式 4 份。
4. Certificate of quality issued by the manufacturer in 4 copies.
5. 你方出具的一封信函证实额外的单据已按照合同条件发送。
5. The letter issued by you to state the extra bills have been sent in accordance with the contract conditions.
6. 你方在启运后 48 小时内发送的通知船名、数量、重量、金额和启运日期的通知复印件一份。
6. A copy of your notice to state vessel name, quantity, weight, amount and date of shipment shall be sent within 48 hours of shipment.
7. 表明承运船只已经买方同意的信函。
7. A letter indicating that the carrying vessel has been agreed by the buyer.
8. 按发票金额 110% 投保的运输一切险和战争险保险单或保险证明。
8. Insurance policy or certificate of insurance of all risks and war risks that insured according to the invoice value of 110%.
9. 原产地证书一式 5 份。
9. Certificate of origin in 5 copies.
10. 以买方为抬头的致 (银行名称) 的即期汇票。
10. Sight draft drawn on the buyer in favor of the (name of bank).

证实合同号 (合同号) 的货物已启运。

Confirmed that the goods within the contract (contract no) have been shipped.

价格条件 (CIF/FOB)。

Terms of price (CIF/FOB).

要求你方自己出具额外的证明，确认本信用证下提交的全部单据的内容符合上述合同条件。

You are requested to issue additional evidence to confirm that all the documents presented under this L / C comply with the above conditions.

从 (启运港) 启运至 (目的港)。

From (departure port) to (destination port).

不迟于 (交货的最后期限)

No later than (the deadline for delivery)

部分装运 (是否) 允许，转运 (是否) 允许。

Partial shipment (If) allowed, transshipment (If) allowed.

本信用证直至 (年、月、日、时、分) 在 (地点) 有效，和全部汇票必须标注是在本信用证下出具的。

This letter of credit until the (year, month, day, hour, time) is valid at the (place), and all bills of exchange must be marked under this letter of credit.

我方在此承诺：根据下述特别说明的第 1 和第 2 条，按照本信用证下出具的符合本信用证条件的汇票和装运单据予以议付。

We hereby undertake to negotiate the draft and shipping documents in accordance with the terms and conditions of this L/C as stipulated according to the article 1 and article 2 of the following special instructions.

特别说明：

Special instructions:

1. 本信用证下的汇票议付只限于上述通知行 (银行名称)。在议付时，议付行须以电报向 (银行名称) 要求报帐，但前提条件是在此规定的条件和条款要得到满足，同时，议付行还应将一套完整的单据按一类邮件航空邮寄我方。

1. Negotiation of draft under this credit is limited to the above advising bank (bank name). On negotiation, the negotiating bank shall issue account to the (bank name) by telegram, provided that the conditions and terms specified here are to be met, and at the same time, the negotiating bank shall also send us a full set of documents by airmail of the one class.

2. 中华人民共和国境外发生的全部银行手续费和利息均由受益人承担。

2. All banking charges and interest arising outside People's Republic of China shall be borne by the beneficiary.

格式 III-4-2 信用证格式(分期付款的情况)

Format III-4-2 Form of L/C (Situation of installments)

信用证

Letter of Credit

日期: _____

Date: _____

致: (卖方)

To: (Name of seller)

本信用证通过(银行名称)转递。

This letter of credit is passed by (bank name).

我方应(买方名称)要求为贵方开具(信用证号码)号不可撤销的信用证, 限于(币种、金额)。
贵方可开具以(买方名称)为付款人的即期汇票, 并按以下方法支付:

We shall, at the request of (the buyer's name), issue a (L / C No.) irrevocable letter of credit, which is limited to (currency, amount). You may issue a sight draft with the (buyer's name) as the payer and pay it as follows:

A. 提交下列单据后支付合同价的_____%。

A. After submitting the following documents, pay the _____% of the contract price.

1. 卖方国家有关当局出具的出口许可证, 或不要出口许可证的证明文件。

1. An export license issued by the relevant authorities of the seller's country or a certificate of non export license.

2. 卖方银行出具的以买方为受益人的不可撤销的预付款保函, 金额为合同价的_____%。

2. An irrevocable advance payment guarantee issued by the seller's bank with the buyer as the beneficiary. The amount is the _____% of the contract price.

3. 金额为合同总价的形式发票一式 5 份。

3. Proforma invoice in total amount of contract in 5 copies.

4. 以买方为抬头的致(银行名称)即期汇票。

4. Sight draft drawn on the buyer in favor of the (name of bank).

5. 商业发票一式 5 份。

5. Commercial invoice in 5 copies.

B. 提交下列单据后按合同总价的_____%支付每次启运货价。

B. Submit the following documents to pay each shipment according to the price of _____% of the total contract price.

1. 对于 CIF 价合同, 标有“运费已付”的全套已装船清洁海运提单正本一式 3 份和副本一式 2 份, 空白抬头, 空白背书, 被通知人为_____。

1. Regards CIF contract, a full set of shipping clean B/L which is marked "freight paid" in 3 originals and 2 copies in duplicate, to order, blank endorsement, the Notified party is _____.

2. 金额为有关合同货物交货价的_____%的商业发票一式 5 份。

2. Commercial invoice in 5 copies of _____% of the amount in relation to the delivery value of the contracted goods.

3. 详细的装箱单一式 5 份。

-
3. Detailed packing list in 5 copies.
 4. 制造商出具的质量证书一式 5 份。
 4. Certificate of quality issued by the manufacturer in 5 copies.
 5. 以买方为抬头的致 (银行名称) 的即期汇票。
 5. Sight draft drawn on the buyer in favor of the (name of bank).
 6. 根据本合同条款第 12 条的规定通知启运的通知复印件。
 6. A copy of the notice stating the notification of departure under the terms of Article 12 of this Contract.
 7. 表明承运船只已经买方同意的信函。
 7. A letter indicating that the carrying vessel has been agreed by the buyer.
 8. 按发票金额 110% 投保的以买方为受益人的运输一切险和战争险保险单正本 1 份，副本 4 份。
 8. All risks and war risks insurance policy in 1 originals and 4 copies covering 110% of the invoice value in favor of the buyer.
 9. 卖方出具的原产地证书一式 5 份。
 9. Certificate of origin issued by seller in 5 copies.
- C. 合同货物验收后提交下列单据支付合同总价的_____%。
- C. After the contracted goods are accepted, the following documents are submitted to pay the_____% of the total contract price.

1. 商业发票一式 5 份。
1. Signed commercial invoice in 5 copies
2. 由买方和卖方签署的合同货物验收证书一式 5 份。
2. Certificate of acceptance of contract goods signed by buyer and seller in 5 copies.
3. 以买方为抬头的致 (银行名称) 的即期汇票。
3. Sight draft drawn on the buyer in favor of the (name of bank).

证实合同号 (合同号) 的货物已启运。

Confirmed that the goods within the contract (Contract no.) have been shipped.

价格条件 (CIF/FOB)。

Terms of payment (CIF/FOB).

要求你方自己出具额外的证明，确认本信用证下提交的全部单据的内容符合上述合同条件。

You are requested to issue additional evidence to confirm that all the documents presented under this L / C comply with the above conditions.

从 (启运港) 启运至 (目的港)。

From (departure port) to (destination port).

不迟于 (交货的最后期限)

No later than (the deadline for delivery)

部分装运 (是否) 允许，转运 (是否) 允许。

Partial shipment (If) allowed, transshipment (If) allowed.

本信用证直至 (年、月、日、时、分) 在 (地点) 有效，和全部汇票必须标注是在本信用证下出具的。

This letter of credit until the (year, month, day, hour, time) is valid at the (place), and all bills of exchange must be marked under this letter of credit.

我方在此承诺：根据下述特别说明的第 1 和第 2 条，按照本信用证下出具的符合本信用证条件的汇票和装运单据予以议付。

We hereby undertake to negotiate the draft and shipping documents in accordance with the terms and conditions of this L/C as stipulated according to the article 1 and article 2 of the following special instructions.

特别说明：

Special instructions:

1. 本信用证下的汇票议付只限于上述通知行(银行名称)。在议付时，议付行须用电报向(银行名称)要求报帐，但前提条件是本条的全部条件和条款已得到满足，同时，议付行还应将一套完整的单据按一类邮件航空邮寄我方。

1. Negotiation of draft under this credit is limited to the above advising bank (bank name). On negotiation, the negotiating bank shall issue account to the (bank name) by telegram, provided that the conditions and terms specified here are to be met, and at the same time, the negotiating bank shall also send us a full set of documents by airmail of the one class.

2. 中华人民共和国境外发生的全部银行手续费和利息应由受益人承担。

2. All banking charges and interest arising outside People's Republic of China shall be borne by the beneficiary.

第四章 投标文件格式

Chapter IV Formats of Bids

格式 IV-1. 投标书格式
Format IV-1. Bid Form Format
投 标 书
Bid Form

致: (招标机构)

To: (Tendering Agent)

根据贵方为 (项目名称) 项目招标采购货物及服务的投标邀请 (招标编号), 签字代表 (姓名、职务) 经正式授权并代表投标人 (投标人名称、地址) 提交下述文件正本一份及副本 _____ 份:

Bid Invitation (Tender Number) for Tendering Purchasing Goods and Services Based on Your Project (Project Name), The signature (name, title) is duly authorized and submitted on behalf of the bidder (name and address of the bidder) one original and _____ copy of the following documents:

1. 开标一览表
1. List of bid opening
2. 投标分项报价表
2. Bid sub-quotation list
3. 货物说明一览表
3. Description of goods list
4. 技术规格响应 / 偏离表
4. Specification response / deviation table
5. 商务条款响应 / 偏离表
5. Business terms response / departure sheet
6. 按招标文件投标人须知和技术规格要求提供的其它有关文件
6. Other relevant documents provided in accordance with bidding documents, instructions from bidders and technical specifications.
7. 资格证明文件
7. Qualification document
8. 由 (银行名称) 出具的投标保证金保函, 金额为 (金额数和币种)。
8. The amount of the Bid Security Form issued by the (name of the bank) is (amount of money and currency).

在此, 签字代表宣布同意如下:

Hereby, the undersigned delegates agree as follows:

1. 所附投标价格表中规定的应提交和交付的货物投标总价为 (注明币种, 并用文字和数字表示的投标总价)。
1. The total price of the goods to be submitted and delivered as specified in the attached bid price table is (marked by currency and the total amount of bid expressed in words and figures).
2. 投标人将按招标文件的规定履行合同责任和义务。
2. The bidder shall perform the contractual obligations in accordance with the bidding documents.
3. 投标人已详细审查全部招标文件, 包括 (补遗文件) (如果有的话)。我们完全理解并同意放弃对这方面有不明及误解的权力。
3. The bidder has carefully examined all the bidding documents (including supplementary documents) (if

any). We fully understand and agree to give up the power of ignorance and misunderstanding in this regard.

4. 本投标有效期为自开标日起 (有效期日数) 日历日。

4. The bid is valid for the date of bid opening (date of validity) calendar date.

5. 投标人同意投标人须知中第 15.7 条关于没收投标保证金的规定。

5. The bidder agrees to the provisions of article 15.7 of the bidder's instructions concerning the forfeiture of the bid security.

6. 根据投标人须知第 2 条规定, 我方承诺, 与买方聘请的为此项目提供咨询服务的公司及任何附属机构均无关联, 我方不是买方的附属机构。

6. In accordance with article 2 of the bidder's instructions, we undertake that the company and any subsidiary institution engaged in the consultancy services provided by the buyer for this project are not associated with us, and we are not affiliated organizations of the Purchaser.

7. 投标人同意提供贵方可能要求的与其投标有关的一切数据或资料。投标人完全理解贵方不一定接受最低价的投标或收到的任何投标。

7. The bidder agrees to provide all data or information you may require relating to the bid. The bidder fully understands that you may not accept the lowest price bid or any bid you receive.

8. 与本投标有关的一切正式信函请寄:

8. For all official letters relating to this bid, please send to:

地址: _____ 传 真: _____

Address: _____ Fax: _____

电话: _____ 电子函件: _____

Telephone: _____ E-mail: _____

投标人代表签字: _____

Signature of the bidder's representative: _____

投标人名称: _____

Name of the bidder: _____

公 章: _____

Seal: _____

日 期: _____

Date: _____

格式 IV-2. 开标一览表格式

Format IV-2 List form of bid opening

开标一览表
List of bid opening

投标人名称: _____ 国别 / 地区: _____ 招标编号: _____

Name of the bidder: _____ Country / region: _____ Tender Number: _____

序号 No.	包号 Packet number	货物名称 Name of goods	型号和规格 Model and specification	数量 Qty.	制造商名称和国籍 / 地区 Name of manufacturer and nationality / Region	价格条件 Terms of price	投标货币 Bid Currencies	投标报价 Bid Prices	投标保证金 Bid security	交货期 Date of delivery	备注 Remarks

投标人代表签字: _____

Signature of the bidder's representative: _____

注: 除投标文件中应有此表外, 还应按投标人须知 18.1 规定密封标记并与投标保证金一同单独提交。

Note: in addition to this form in the bid documents, the sealing mark shall be provided in accordance with the note 18.1 of the bidder and submitted separately with the bid security.

格式 IV-3. 投标分项报价表格式

Format IV-3 Bid sub-quotation list form

格式 IV-3-1 投标分项报价表

Format IV-3-1 Bid sub-quotation list

(境内供货的投标)

(Bid for domestic supply)

投标人名称: _____ 招标编号: _____ 包号: _____

Name of the bidder: _____ Tender Number: _____ Packet number: _____

序号 No.	名称 Name	型号和规格. Model and specification	数量 Qty.	原产地和 制造商名称 Origin and Manufacturer	单价 Unit price (注明装运地点) (Specify shipping location)	总价 Total price	至最终目的地的运费 和保险费 Freight to the final destination and insurance premiums
1	主机和标准附件 Host and standard accessories						
2	备品备件 Spare parts						
3	专用工具 Special tools						
4	安装、调试、检验 Installation, commissioning and inspection						
5	培训 Train						
6	技术服务 Technical service						
7	其他 Others						
总计 Total							

投标人代表签字: _____

Signature of the bidder's representative: _____

注: 1.如果按单价计算的结果与总价不一致, 以单价为准修正总价。

Note: 1. If the result calculated at the unit price is inconsistent with the total price, the total price shall be corrected at the price of the unit.

2.如果不提供详细分项报价将视为没有实质性响应招标文件。

2. If no detailed sub-quotation is provided, it will be considered no substantive response to the bidding documents.

格式 IV-3-2 投标分项报价表

Format IV-3-2 Bid sub-quotation list

(境外供货的投标)

(Bid for overseas supply)

投标人名称: _____ 招标编号: _____ 包号: _____

Name of the bidder: _____ Tender Number: _____ Packet number: _____

序号 No.	名称 Name	型号和规格. Model and specification	数量 Qty.	原产地和 制造商名称 Origin and Manufacturer	FOB/FCA 单价 (注明装运港或装运地点) FOB / FCA unit price (Specify delivery port or delivery place)	CIF/CIP 单价 (注明目的港或目的地) CIF/CIP unit price (Specify destination port or destination place)	CIF/CIP 总价 CIF/CIP Total price	至最终目的地的 内陆运费和保险费 Inland freight to the final destination and insurance premiums
1	主机和标准附件 Host and standard accessories							
2	备品备件 Spare parts							
3	专用工具 Special tools							
4	安装、调试、检验 Installation, commissioning and inspection							
5	培训 Train							
6	技术服务 Technical service							
7	其他 Others							
总计 Total								

投标人代表签字: _____

Signature of the bidder's representative: _____

注：1.如果按单价计算的结果与总价不一致，以单价为准修正总价。

Note: 1. If the result calculated at the unit price is inconsistent with the total price, the total price shall be corrected at the price of the unit.

2.如果不提供详细分项报价将视为没有实质性响应招标文件。

2. If no detailed sub-quotation is provided, it will be considered no substantive response to the bidding documents.

格式 IV-4. 货物说明一览表格式

Format IV-4 List of goods description forms

货物说明一览表

List of goods description

投标人名称: _____ 招标编号: _____ 包号: _____

Name of the bidder: _____ Tender Number: _____ Packet number: _____

品目号 Item number	货物名称 Name of goods	主要规格 Main specifications	数量 Qty.	交货期 Date of delivery	装运港 Delivery port	目的港 Destination port

投标人代表签字: _____

Signature of the bidder's representative: _____

注: 各项货物详细技术性能应另页描述。

Note: detailed technical performance of the goods shall be described in separate pages.

格式 IV-5. 技术规格响应/偏离表格式

Format IV-5 Specification response / deviation table forms

技术规格响应/偏离表

Specification response / deviation table

投标人名称: _____ 招标编号: _____ 包号: _____

Name of the bidder: _____ Tender Number: _____ Packet number: _____

序号 No.	货物名称 Name of goods	招标文件 条目号 Bidding document entry No.	招标规格 Bidding specification	投标规格 Bid specification	响应/偏离 Response / deviation	说明 Instructions

投标人代表签字: _____

Signature of the bidder's representative: _____

注：投标人应对照招标文件技术规格，逐条说明所提供货物和服务已对招标文件的技术规格做出了实质性的响应，并申明与技术规格条文的偏差和例外。特别对有具体参数要求的指标，投标人必须提供所投设备的具体参数值。

Note: The bidder shall, in accordance with the technical specifications of the bidding documents, indicate that the goods and services provided have made a substantial response to the technical specifications of the bidding documents and affirm the deviation and exceptions from the technical specifications. In particular, for indicators with specific parameters, the bidder must provide the specific parameters of the equipment.

格式 IV-6. 商务条款响应/偏离表格式

Format IV-6 Business Terms Response / Offset Form

商务条款响应/偏离表

Business Terms Response / Offset

投标人名称:_____ 招标编号:_____ 包号:_____

Name of the bidder:_____ Tender Number:_____ Packet number:

序号 No.	招标文件条目号 Bidding document entry No.	招标文件商务条款 Business terms of bidding documents	投标文件商务条款 Business terms of bid documents	说明 Instructions

投标人代表签字: _____

Signature of the bidder's representative: _____

格式 IV—7. 投标保证金保函格式

Format IV-7 Bid Security Form Format

投标保证金保函

Bid Security Form

开具日期: _____

Date of issue: _____

致: (招标机构)

To: (Tendering Agent)

本保函作为 (投标人名称) (以下简称“投标人”) 对 (招标机构)(招标编号) 的投标邀请提供 (货物名称) 的投标保函。

This letter of guarantee as a bid invitation of (the name of the bidder) (hereinafter referred to as the "bidder") to the (Tendering Agents) (tendering number) to provide (name of goods).

(出具保函银行名称) 无条件地、不可撤销地具结保证本行、其继承人和受让人, 一旦收到贵方提出的就下述任何一种事实的书面通知, 立即无追索地向贵方支付金额为 (金额数和币种) 保证金: (name of bank that issued the guarantee) unconditionally and irrevocably guarantees to bank, its successors and assigns without recourse to promptly pay you the amount of (amount and currency) of the deposit, upon receipt of any written notice of any of the following facts.

1. 在开标之日后到投标有效期满前, 投标人撤回投标;
1. In the opening day to bid before the expiration, the bidder withdraws its bid;
2. 在收到中标通知后 30 日内, 投标人未能与买方签订合同;
2. The bidder fails to sign the contract with the buyer within 30 days after receiving the successful bid notice;
3. 在收到中标通知后 30 日内, 投标人未能按招标文件规定提交履约保证金;
3. Within 30 days after receiving the successful bid notice, the bidder fails to submit the Performance Security in accordance with the bidding documents;
4. 在收到中标通知后, 投标人未按招标文件规定在合同生效后 15 日内交纳招标服务费。
4. Upon receipt of the successful bid notice, the bidder fails to pay the service charge for bidding within 15 days after the commencement of the contract in accordance with the provisions of the bidding documents.

本保函自开标之日起 (保函有效期日数) 日历日内有效, 并在贵方和投标人同意延长的有效期内保持有效。延长的有效期只需通知本行即可。贵方有权提前终止或解除本保函。

This letter of guarantee is valid within (the date of validity of the guarantee) calendar days from the date

of opening of the bid and shall remain valid until the validity of the extension agreed by you and the bidder. The period of validity only needs to be notified to the bank. You have the right to terminate or relieve this letter of guarantee in advance.

出具保函银行名称: _____

Name of bank that issued the Letter of guarantee: _____

签字人姓名和职务: _____

Name and position of signatory: _____

签字人签名: _____

Signature of signatory: _____

公 章: _____

Seal: _____

格式 IV—8. 法定代表人授权书格式

Format IV-8 The power of attorney form of legal representative

法定代表人授权书

The power of attorney of legal representative

本授权书声明：注册于（国家或地区的名称）的（公司名称）的在下面签字的（法定代表人姓名、职务）代表本公司授权（单位名称）的在下面签字的（被授权人的姓名、职务）为本公司的合法代理人，就（项目名称）的（合同名称）投标，以本公司名义处理一切与之有关的事务。

This power of attorney states that the(company name)named in the (name of country or region), signed by (Legal representative name, position), on behalf of the company's authorized (company name), signed by(The name and position of the authorized person) is a legal representative of the company and is responsible for (contract name)of the(project name)of the company in respect of the tender of the business.

本授权书于_____年_____月_____日签字生效，特此声明。

Hereby declare that this power of attorney has entered into force on the date of ____Y __M__D.

法定代表人签字：_____

Signature of legal representative:_____

被授权人签字：_____

Signature of authorized person: _____

见证人签字：_____

Signature of witness: _____

见证人姓名和职务：_____

Name and duty of witness: _____

见证人单位名称：_____

Company name of the witness: _____

见证人地址：_____

Address of witness: _____

格式 IV-9. 资格证明文件格式

Format IV-9 Qualification document format

填写须知

Fill in the instructions

1) 制造商作为投标人应填写和提交下述规定的格式 IV-9-1、格式 IV-9-2 和格式 IV-9-5 以及其他有关资料。贸易公司作为投标人应填写和提交下述规定的格式 IV-9 全部内容以及其他有关资料。

1) The manufacturer shall fill in and submit the following requirements in Form IV-9-1, Form IV-9-2 and Form IV-9-5 as well as other relevant information. The trading company acts as a bidder shall fill in and submit the following documents in the form IV-9 as well as other relevant information.

2) 所附格式中要求填写的全部问题和 / 或信息都必须填写。

2) All questions and / or information required in the attached format must be completed.

3) 本资格声明的签字人应保证全部声明和填写的内容是真实的和正确的。

3) The signatory of this qualification statement shall ensure that the contents of all statements and entries are true and correct.

4) 评标委员会将应用投标人提交的资料根据自己的判断和考虑决定投标人履行合同的合格性及能力。

4) The Bid Evaluation Committee shall apply the information submitted by the bidder and decide on the qualifications and ability of the bidder to execute the contract in accordance with his own judgment and consideration.

5) 投标人提交的资料将被保密，但不退还。

5) The information submitted by the bidder will be kept confidential but not refundable.

6) 全部资格证明文件应按投标资料表规定的语言和份数提交。

6) The full qualification documents should be submitted in the language and number of copies specified in the Bid Data Sheet.

格式 IV-9-1 资格声明格式

Format IV-9-1 Qualification declaration format

资格声明

Qualification declaration

致: (招标机构)

To: (Tendering Agent)

为响应你方_____年____月____日的(招标编号) 投标邀请, 下述签字人愿参与投标, 提供货物需求一览表中规定的(货物品目号和名称), 提交下述文件并声明全部说明是真实的和正确的。

In response to the bid invitations for your (Tendering no.) in____ Y____ M____ D, the following signatories are willing to participate in the bid to provide the goods (goods item number and name) specified in the list of goods requirements, submit the following documents and declare that all statements are true and correct.

(1) 由(制造商名称)为提供(货物品目号和名称)的授权书1份正本, _____份副本, 我方代表该制造商并受其约束。(贸易公司(作为代理)填写)

(1) One original and____duplicate copies of the power of attorney provided by(the name of the manufacturer) for the provision of (goods item number and name), we represent the manufacturer and subject to its constraints. (Trading company (as agent) to fill in)

(2) 我方和制造商的资格声明, 各有1份正本, _____份副本。

(2) We and the manufacturer's qualification statement, each with 1 original, and____copies.

(3) 下述签字人在证书中证明本资格文件中的内容是真实的和正确的。

(3) The undersigned here certifies that the contents of this qualifying document are true and correct in the certificate.

投标人(制造商或贸易公司)的名称:

授权签署本资格文件的签字人姓名、职务(印刷字体): _____

Name of Bidder (manufacturer or trading company): _____

The name and position of the signature authorized to sign this qualification document (printed word): _____

地 址: _____

签 字: _____

Address: _____

Signature: _____

传 真: _____

电 话: _____

Fax: _____

Telephone: _____

邮 编: _____

格式 IV-9-2 制造商资格声明格式

Format IV-9-2 Declaration form of manufacturer qualification

制造商资格声明

Declaration of manufacturer qualification

1. 名称及概况:

1. Name and general

(1) 制造商名称: _____

(1) Manufacturer: _____

(2) 总部地址: _____

(2) Headquarters address: _____

电传 / 传真 / 电话号码: _____

Telex / fax / telephone number: _____

(3) 成立和 / 或注册日期: _____

(3) Establishment and / or registration date: _____

(4) 实收资本: _____

(4) Paid-in capital: _____

(5) 近期资产负债表 (到 _____ 年 _____ 月 _____ 日止)

(5) Recent Balance Sheet (to the end of __Y__T__D)

① 固定资产: _____

① Fixed assets: _____

② 流动资产: _____

② Current assets: _____

③ 长期负债: _____

③ Long-term liabilities: _____

④ 流动负债: _____

④ Current liabilities: _____

⑤ 净 值: _____

⑤ Net value: _____

(6) 主要负责人姓名(可选填): _____

(6) Name of person in charge (optional): _____

(7) 制造商在中国的代表的姓名和地址(如有的话):

(7) The name and address of the manufacturer's representative in China (if any):

2. (1) 关于制造投标货物的设施及其它情况:

2. (1) Facilities and other circumstances relating to the manufacture of bid goods:

工厂名称地址

生产的项目

年生产能力

职工人数

Factory name and address	Production project	Annual production capacity	Number of employees
-----------------------------	--------------------	-------------------------------	---------------------

(2) 本制造商不生产，而需从其它制造商购买的主要零部件：

(2) The major components that do not be produced by manufacturers but purchased from others:

制造商名称和地址

主要零部件名称

Name and address of the manufacturer

key parts and components_

3. 本制造商生产投标货物的经验(包括年限、项目业主、额定能力、商业运营的起始日期等)：

3. The manufacturer's experience in producing bid goods (including years, project owners, rating capacity, starting date of business operations, etc.):

4. 近 3 年投标货物主要销售给国内、外主要客户的名称地址：

4. The name and address of domestic and foreign customers who the bid goods mainly sold in the past 3 years:

(1) 出口销售

(1) Export sales

(名称和地址) _____

(销售项目) _____

Name and address _____

(sales item) _____

(2) 国内销售

(2) Domestic sales

(名称和地址) _____

(销售项目) _____

Name and address _____

(sales item) _____

5. 近 3 年的年营业额：

5. Annual turnover in the last 3 years:

年份	国内	出口	总额
Year	Domestic	Export	Total amount

6. 易损件供应商的名称和地址：

6. The name and address of the supplier of the wearing parts:

部件名称

供应商

Component name

Supplier

7. 最近 3 年直接或通过贸易公司向中国提供的投标货物：

7. Bid goods delivered to China directly or through a trading company in the last 3 years:

合同编号： _____

Contract No.: _____

签字日期： _____

Signature Date: _____

项目名称: _____

Name of project: _____

数 量: _____

Qty.: _____

合同金额: _____

Contract amount: _____

8. 有关开户银行的名称和地址: _____

8. The name and address of the deposit bank: _____

9. 制造商所属的集团公司 (如有的话) _____

9. Group companies of which the manufacturer belongs (if any): _____

10. 其他情况: _____

10. Other circumstances: _____

兹证明上述声明是真实、正确的, 并提供了全部能提供的资料和数据, 我们同意遵照贵方要求出示有关证明文件。

We hereby certify that the above statement is true and correct and that we have provided all the information and data available, and we agree to produce the relevant supporting documents in accordance with your request.

签字人姓名和职务: _____

Name and position of signatory (name printed): _____

签 字 人 签 字: _____

Signature: _____

签 字 日 期: _____

Signature Date: _____

传 真: _____

Fax: _____

电 话: _____

Tel: _____

电 子 邮 件: _____

E-mail: _____

格式 IV-9-3 贸易公司(作为代理)的资格声明格式

Format IV-9-3 Qualification statement format of trading company (as agent)

贸易公司(作为代理)的资格声明

Qualification statement of trading company (as agent)

1. 名称及概况:

1. Name and general

(1)贸易公司名称: _____

(1) The name of trading company _____

(2)总部地址: _____

(2) Headquarters address: _____

电传 / 传真 / 电话号码: _____

Telex / fax / telephone number: _____

(3)成立和 / 或注册日期: _____

(3) Establishment and / or registration date: _____

(4)实收资本: _____

(4) Paid-in capital: _____

(5)近期资产负债表 (到____年____月____日止)

(5) Recent Balance Sheet (to the end of __Y__T__D)

①固定资产: _____

① Fixed assets: _____

②流动资产: _____

② Current assets: _____

③长期负债: _____

③ Long-term liabilities: _____

④流动负债: _____

④ Current liabilities: _____

⑤净 值: _____

⑤ Net value: _____

(6)主要负责人姓名(可选填): _____

(6) Name of person in charge (optional): _____

(7)贸易公司在中国的代表姓名和地址 (如有的话):

(7) The name and address of the representative of the trading company in China (if any)

2. 近 3 年的年营业额:

2. Annual turnover in the last 3 years:

年份	国内	出口	总额
Year	Domestic	Export	Total amount

3. 近 3 年投标货物销售给国内、外主要客户的名称地址：

3. The name and address of domestic and foreign customers who the bid goods mainly sold in the past 3 years:

(1)出口销售

(1) Export sales

(名称和地址) _____ (销售项目) _____

Name and address _____ (sales item) _____

(名称和地址) _____ (销售项目) _____

Name and address _____ (sales item) _____

(2)国内销售

(2) Domestic sales

(名称和地址) _____ (销售项目) _____

Name and address _____ (sales item) _____

(名称和地址) _____ (销售项目) _____

Name and address _____ (sales item) _____

4. 同意为贸易公司制造货物的制造商名称、地址(附制造商资格声明):

4. The name and address of the manufacturer who agreed to manufacture the goods for the trading company (with the manufacturer's qualification statement):_

5. 由其他制造商提供和制造的货物部件 (如有的话):

5. Goods provided and manufactured by other manufacturers (if any)

制造商名称和地址 制造的部件名称

Name and address of the manufacturer Name of manufactured components

6. 近 3 年向中国公司提供的投标货物 (如有的话):

6. Bid goods offered to Chinese companies in the past 3 years (if any)

合同编号: _____

Contract No.: _____

签字日期: _____

Signature Date: _____

项目名称: _____

Name of project: _____

数 量: _____

Qty.: _____

合同金额: _____

Contract amount: _____

7. 有关开户银行的名称和地址: _____

7. The name and address of the deposit bank: _____
8. 所属的集团公司(如有的话): _____
8. Group companies (if any): _____
9. 其他情况: _____
9. Other circumstances: _____

兹证明上述声明是真实、正确的, 并提供了全部能提供的资料和数据, 我们同意遵照贵方要求出示有关证明文件。

We hereby certify that the above statement is true and correct and that we have provided all the information and data available, and we agree to produce the relevant supporting documents in accordance with your request.

签字人姓名和职务: _____

Name and position of signatory (name printed): _____

签 字 人 签 字: _____

Signature: _____

签 字 日 期: _____

Signature Date: _____

传 真: _____

Fax: _____

电 话: _____

Tel: _____

电 子 邮 件: _____

E-mail: _____

格式 IV-9-4 制造商出具的授权函格式

Format IV-9-4 Form of authorization letter issued by the manufacturer

制造商出具的授权函

Authorization letter issued by the manufacturer

致：(招标机构)

To: *(Tendering Agent)*

我们 (制造商名称) 是按 (国家/地区名称) 法律成立的一家制造商，主要营业地点设在 (制造商地址)。兹指派按 (国家/地区名称) 的法律正式成立的，主要营业地点设在 (贸易公司地址) 的 (贸易公司名称) 作为我方真正的和合法的代理人进行下列有效的活动：

We (manufacturer's name) is a manufacturer established by the law of (country / region name), the main place of business is located at (manufacturer's address). Assigning (The name of the trading company) which is formally established by the law of the country (country / region name) and mainly located at (the address of the trading company) as the sole and lawful agent of the company to carry out the following effective activities:

(1) 代表我方在中华人民共和国办理贵方第 (投标邀请编号) 号投标邀请要求提供的由我方制造的货物的有关事宜，并对我方具有约束力。

(1) On behalf of handling matters relating with our manufactured goods that provided under No. (Bid invitation number) invitation bid in People's Republic of China, and be bonding on us.

(2) 作为制造商，我方保证以投标合作者来约束自己，并对该投标共同和分别承担招标文件中所规定的义务。

(2) As a manufacturer, we guarantee that we will bind ourselves with the bidder and assume the obligations stipulated in the bidding documents jointly and severally.

(3) 我方兹授予 (贸易公司名称) 全权办理和履行上述我方为完成上述各点所必须的事宜，具有替换或撤消的全权。兹确认 (贸易公司名称) 或其正式授权代表依此合法地办理一切事宜。

(3) I hereby grant to (the name of the trading company) to handle and perform all such matters as are necessary for the completion of the aforesaid points and has full authority to replace or revoke. Hereby confirm (the name of the trading company) or its duly authorized representative to handle all matters lawfully.

我方于_____年____月____日签署本文件，(贸易公司名称)于_____年____月____日接受此件，以此为证。

We have signed this document on the ___ Y ___ M ___ D, and (the name of the trading company) is accepted on ___ Y ___ M ___ D, as evidence.

贸易公司名称：_____ 制造商名称：_____

The name of trading company: _____ Manufacturer: _____

签字人职务：_____ 签字人职务：_____

Post of signatory: _____ Post of signatory: _____

签字人姓名：_____ 签字人姓名：_____

Name of signatory: _____ Name of signatory: _____

签字人签名：_____ 签字人签名：_____

Signature of signatory: _____ Signature of signatory: _____

格式 IV-9-5 证书格式

Format IV-9-5 Certificate format

证 书

Certificate

下述签字人证明本资格文件和要求的格式中的说明是真实的和正确的。

The undersigned hereby certifies that the description in the format of the qualifications documents and requirements is true and correct.

下述签字人在此授权并要求任何被征询的银行向招标机构和招标人提供任何所要求的资料,以验证本声明及本公司实力和信誉。同时附上从我方银行 (银行名称) 出具的资信证明。

The undersigned hereby authorizes and requests any solicited bank to provide any required information to the tenderers and tendering agent to verify this statement and the strength and credibility of the company. At the same time, we enclose our credit certificate issued by our bank (bank name).

下述签字人知道,招标机构和招标人可能要求提供进一步的资格证明材料并同意按招标机构和招标人要求提交。

The undersigned hereby knows that the tendering agent and the tenderer may require further qualification and agrees to submit it as requested by the tendering agency and the tenderer.

制造商或贸易公司的

授权签署本资格文件的

Manufacturer or trading company
document

Authorized to sign this qualification
document

名 称: _____

签字人姓名、职务(印刷字体):

Name: _____ The name and position (printed word) of the signature: _____

地 址: _____

Add: _____

传 真: _____

签 字: _____

Fax: _____

Signature: _____

邮 编: _____

电 话: _____

Post code: _____

Tel: _____