

**Bidding  
Documents for  
International  
Bidding Standards  
for Mechanical and  
Electrical Products  
(Trial  
Implementation)**

(Volume I)

**Department of Foreign Trade, Ministry of Commerce**

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# Chapter I Notes to Bidders

## **I. Say Ming Ming**

### **1. Tendering Projects and Tenderers**

- 1.1 The tenderer mentioned in Chapter 6 of the second volume of this tender document has a fund / loan. The tenderer plans to use part of the funds / loans to pay the amount under the contract signed after the tender.
- 1.2 The name, address, contact person, telephone number, fax and e-mail address of the tenderer and the tender agency (hereinafter referred to as the tender agency) of this tender are shown in the tender information form.
- 1.3 The general situation and nature of the bidding project are shown in the tender information form.

### **2. Qualified bidders**

- 2.1 A bidder is a legal person or other organization that responds to the tender, has obtained the tender documents from the tenderer or the tendering agency and participates in the bidding competition. No legal person or other organization that has not obtained the tender documents at the tenderer or the tender institution shall participate in the tender.
- 2.2 Unless otherwise specified, legal persons or other organizations from the people's Republic of China or countries or regions with normal trade with the people's Republic of China (hereinafter referred to as "qualified source country / region ") may bid.
- 2.3 Legal persons or other organizations with an interest in the tenderer may not participate in the tender.
- 2.4 Legal persons or other organizations entrusted to participate in the preparation of pre-project consultation and tender documents shall not participate in the bidding of the entrusted project, nor shall they prepare bid documents or provide advice for the bidders of the

project.

- 2.5 The person in charge of the unit shall be the same person or different units with holding and managing relations, and shall not participate in the bidding package of the same tender project, except for those who jointly form a consortium to bid.
- 2.6 The parties to the consortium shall not bid separately in their own name or participate in the bidding of other consortia in the same tender project package.
- 2.7 Only suppliers who are legally and financially independent, legally operating and independent of the tenderer and the tendering agency may participate in the tender.
- 2.8 Bidders shall, before the tender deadline specified in the tender documents, be on the China International bidding Network (hereinafter referred to as the "bidding Network ") at the h t tp: // address:www.chinabidding.comsuccessful registration (free). Otherwise, the bidder will not be able to enter the bidding process, the consequences arising therefrom shall be borne by him.

### **3. Qualified goods and services**

- 3.1 The term "goods" as mentioned in this document refers to mechanical and electrical products, including mechanical equipment, electrical equipment, means of transportation, electronic products, electrical products, instruments and instruments, metal products, and their parts and components.
- 3.2 The origin of all goods and related services provided by the bidder shall be from the qualified country of origin / territory specified in Article 2.2 above. Payment of this tender contract is also limited to these goods and services.
- 3.3 the "origin" referred to in this document refers to the country or region where the goods are produced, manufactured or processed; or the country or region where the product is finally formed by manufacturing, processing or assembling, and the product is commercially recognized as its basic characteristic having substantial differences from the parts used.
- 3.4 The origin of goods and services is different from the nationality of bidders.

#### **4. Tender fees**

The bidder shall bear all costs related to the preparation and participation of the bid. Regardless of the result of the tender, the tenderer or the tenderer mentioned in the tender information form shall not be obliged and liable to bear these costs.

## **II. Bidding Documents**

#### **5. Basis and Composition of Tender Documents**

- 5.1 The preparation of this tender document is based on the Law of the

People's Republic of China on Bidding and Bidding, the Regulations of the People's Republic of China on the Implementation of the Law on Bidding and Bidding and the Measures for the Implementation of International Bidding and Bidding for Mechanical and Electrical Products (Trial Implementation) (Order No .1 of the Ministry of Commerce 2014).

- 5.2 The requested goods, the bidding process and the contract conditions are stated in the tender documents. Tender documents are written in Chinese or Chinese and English. When written in Chinese and English, both languages have the same effect; if there is any difference between Chinese and English, the Chinese version shall prevail. Paper bidding documents and electronic media bidding documents have the same legal effect, unless otherwise agreed, the two are inconsistent, the paper bidding documents shall prevail.
- 5.3 Tender documents a total of eight chapters, divided into two volumes. The volumes are as follows:

Volume I

Chapter I Note to

Bidders Chapter II

General

terms of contract

Chapter III Contract format

Chapter IV Form of Tender Documents

Volume II

Chapter V Tender

Invitation Chapter

VI Tender

Information Form

CHAPTER VII Special terms of contract

CHAPTER VIII List of Goods Requirements and Technical Specifications

5.4 The bidder shall carefully read all the items, formats, terms and technical specifications in the tender documents and prepare the tender documents in accordance with the requirements of the tender documents. If the bidder fails to prepare the bid documents in accordance with the requirements of the tender documents, the risks arising therefrom will be borne by the bidder himself.

## **6. Clarification and modification of solicitation documents**

6.1 If a potential bidder requests clarification of the tender documents (including the contents of the amendments to the tender documents), he shall notify the tenderer or the tender institution in writing before the time specified in the tender information form. The tenderer or the tenderer will reply in writing to the request for clarification received before the time specified in the tender information form and send the written reply to each potential bidder who receives the tender documents (the source of the question is not included in the reply).

6.2 Prior to the tender deadline, the tenderer or the tenderer may, for whatever reason, modify the tender documents on its own initiative or when answering clarification questions raised by potential bidders.

6.3 The revised contents of the tender documents are part of the tender

documents. If the clarification or modification of the contents may affect the preparation of the tender documents, the tenderer or the tender institution shall notify all potential bidders of the tender documents in writing at least 15 days before the tender deadline, And binding on potential bidders. Upon receipt of the above notice, the potential bidder shall confirm in writing to the tenderer or the tenderer.

- 6.4 In order to make the bidder have sufficient time to study the revised part of the tender documents when preparing the bid, the tenderer or the tender institution will extend the tender deadline according to the relevant regulations.

## **7. Objection to the solicitation documents**

If a potential bidder who has obtained the tender documents has any objection to the tender documents (including the clarification and modification of the tender documents), it shall submit it to the tenderer or the tender institution 10 days before the deadline for bidding, and upload the contents of the objection

Bidding network. The tenderer or the tendering agency will reply within 3 days from the date of receipt of the objection and upload the reply

Bidding network.

### **III. Preparation of tender documents**

#### **8. Language of bid**

The bid documents submitted by the bidder and all correspondence and telegrams between the bidder and the tenderer and the tenderer concerning the bid shall be written in the language specified in the tender information form. The supporting materials and printed documents submitted by the bidder may be in another language, but the corresponding contents shall be accompanied by a translation of the language specified in the tender information form, and the translation shall prevail in the interpretation of the tender documents.

#### **9. Composition of tender documents**

The bid documents prepared by the bidder shall include the following parts:

- 1)(b) A list of tenders, sub-quotation forms and individually sealed bid opening lists for use in the singing of tenders, as required under articles 10,11 and 12 of this Note;
- 2)Certificate of qualification issued in accordance with Article 13 of this Note, certifying that the bidder is qualified and has the ability to perform the contract after winning the bid;
- 3)Certification documents issued in accordance with the requirements of Article 14 of this Note, certifying that the goods and services provided by the bidder are qualified and in accordance with the provisions of the tender documents;
- 4)Tender bond submitted in accordance with Article 15 of this Note.

#### **10. Preparation of tender documents**

- 10.1 The bidder shall complete the tender, the tender opening list, the bidding itemized quotation form and other contents stipulated in the tender documents in accordance with the form of the tender documents in Chapter 4.
- 10.2 The bidder shall prepare the bidding documents in accordance with the requirements of the tender documents, and make a true response to the requirements and conditions put forward by the tender documents according to his own commercial ability and technical level.
- 10.3 Unless otherwise specified in the tender information form or technical specifications, bidders are allowed to provide only one bid plan, otherwise their bids will be rejected. If the tender information sheet or technical specification provides for the permission or requirement of an option, the bidder may only provide one option and indicate the main option in the tender document, and the candidate shall

The bid price and bid evaluation price of the case shall not be higher than the corresponding price of the main option (the comprehensive evaluation of the option shall not be inferior to the main option). When evaluating the bid, only the main selection scheme is evaluated or evaluated. If the bidder provides more than two options or does not indicate the main option, his bid will be rejected.

## **11. Bid quotation**

11.1 The bidder shall, in accordance with the requirements of the tender documents and the technical requirements of the product, list the products supplied and the itemized quotation and the total price on the itemized quotation list.

11.2 The scope or proportion of missing items allowed in this tender is shown in the tender information form. Missing items (if any) in the tender offer will be treated as follows:

1) If the missing items of the bidder's bid price exceed the scope or proportion permitted by the tender documents, the bid evaluation committee will reject the bid for material deviation from the requirements of the tender documents.

2) If the missing item is within the scope or proportion permitted by the tender documents and confirmed by the bidder that the missing item has been included in the bid price, the highest price of the other valid bids shall be included in the total bid evaluation price (applicable to the lowest bid evaluation method); Or, according to the bidding information table, reduce its bid price evaluation value (applicable to the comprehensive evaluation method). If the bidder confirms that the missing item is not included in the bid price, the bid evaluation committee will reject its bid.

3) When signing the contract, the bid price shall prevail, and the missing items shall be included in the bid price.

11.3 The total bid price shall not include anything other than the requirements of the tender documents, otherwise, it shall not be reduced at the time of bid evaluation.

11.4 This tender does not accept selective quotation or conditional quotation.

11.5 Whether or not the maximum bid limit price is set in this tender, see the tender information form; if the maximum bid limit price is set, the amount or calculation method of the maximum bid limit price is shown in the tender information form.

11.6 The prices on the tender itemized quotation form shall be filled in as follows:

11.6.1 Goods supplied within the customs territory of the People's Republic of China

**1) Goods manufactured in customs territory**

If the EXW (ex-factory price), the warehouse delivery price, the showroom delivery price or the shelf delivery price of the supplied goods are quoted, they shall include, in addition to the value added tax and other taxes to be paid to the Government of the People's Republic of China, all duties, value added tax and other taxes paid or payable on the components and raw materials used in the manufacture or assembly of the goods imported from outside the customs territory.

2. Transportation, insurance and accompanying of goods to final destination, if specified in the tender information form

The cost of the delivery of the goods.

3 Report the cost of other accompanying services listed in the tender information sheet (if any).

**Goods imported before 2) tender deadline**

In addition to the value-added tax and other taxes to be paid to the Government of the People's Republic of China, all duties, value-added tax and other taxes paid or payable on the import of goods from outside the customs territory shall be included in the quotation of the warehouse, exhibition room or shelf price.

2 If specified in the tender information form, the cost of transportation, insurance and associated shipment of the goods to the final destination is reported.

3 Report the cost of other accompanying services listed in the tender information sheet (if any).

**11.6.2 Goods supplied from outside the People's Republic of China**

1)Quote CIF (designated port of destination) or CIP( designated destination) price in accordance with the tender information form.

2)Quote FOB( designated port of shipment), or FCA (designated place of carriage), or otherwise, if specified in the tender information form.

3)If specified in the tender information form, report the transportation, insurance and other local accompanying costs incurred by the goods from the port of import to the final destination.

4)Report other accompanying service costs listed in the tender information form (if any).

11.7 Price terms such as EXW 、 CIF and CIP shall be interpreted in accordance with the provisions of the current latest version of Incoterms (Incoterms) of the International Chamber of Commerce.

11.8 The bidder shall divide the bid price into several parts in accordance with the provisions of Article 11.6 of this Note, only to facilitate

the tenderer to compare the bid documents and not to restrict the tenderer's right to conclude the contract under any of the above conditions.

- 11.9 Unless otherwise specified in the tender information form, the bid price quoted by the bidder shall be fixed during the execution of the contract and shall not be changed for any reason. Any bid containing price adjustment requirements will be considered as a non-material response to the bid and rejected.

## **12. Tender currency**

- 12.1 Unless otherwise specified or possible, the bidder shall quote in RMB for the goods and services provided by the bidder from the territory of the people's Republic of China.

12.2 The bidder shall quote in the currency specified in the tender information form for goods and services provided by the people's Republic of China abroad.

### **13. Documents certifying the qualifications and qualifications of bidders**

13.1 Bidders shall submit documents certifying their eligibility to participate in the bid and their ability to perform the contract after winning the bid as part of their bid documents. Whether this tender allows the consortium to bid is shown in the tender information form. If the consortium is allowed to bid, it shall submit the qualification documents of the parties to the consortium, the joint bid agreement and indicate the work and responsibilities to be undertaken by the lead and the parties, and undertake to bear joint and several liability to the tenderer once the winning parties of the consortium are awarded. Otherwise, its bid will be rejected.

13.2 The qualification documents submitted by the bidder shall prove that they are from the qualified source country / region as defined in Clause 2.2 of this notice.

13.3 The qualification documents submitted by the bidder to prove that the bidder can perform the contract after winning the bid shall include the following documents:

- 1) If the bidder's goods are not made by the bidder himself, the bidder shall obtain the manufacturer's consent to provide the goods in this tender (see format I V -9-4);
- 2) Documents certifying that the bidder has the financial, technical and productive capacity required to perform the contract;
- 3) Documents certifying that the bidder meets the performance requirements listed in the tender information sheet;
- 4) The original or photocopy of the credit certificate issued by the bidder's bank within three months before the opening date;
- 5) Other qualification documents required by the bidder for this tender are shown in the tender information form.

13.4 In the course of bidding, the bidder shall inform the tenderer in writing in case of major changes such as merger, division and bankruptcy.

**14. Documents certifying the conformity of the goods and compliance with the requirements of the tender documents**

14.1 The bidder shall submit supporting documents certifying that the conformity of the goods and services under the contract to be supplied conforms to the provisions of the tender documents. The supporting document is part of the tender document.

14.2 The certificate of conformity of goods and services shall include a description of the origin of the goods and services in the tender itemized quotation form and shall be confirmed by the certificate of origin issued at the time of shipment of the goods.

14.3 Documents certifying the conformity of goods and services with the requirements of the solicitation documents may be written information, drawings and data, which include:

- 1) Detailed description of the main technical specifications and performance of the goods;
- 2) The goods shall be used normally and continuously from the time of acceptance by the tenderer to the period specified in the tender information form

List of necessary spare parts and special tools, including the supply of spare parts and special tools and current prices;

3) In contrast to the technical specifications of the tender documents, it is stated that the goods and services provided have made a substantive response to the technical specifications of the tender documents, and that the deviations and exceptions from the technical specifications are stated. In particular, the bidder must provide the specific parameter value of the equipment.

4) important technical terms or technical parameters of the bidder with an asterisk ("\*") shall be provided in the tender document

Technical support data. The technical support materials shall be subject to the printed materials published by the manufacturer of the tender goods or other forms permitted in the test report or tender documents issued by the testing agency. Any failure to meet the above requirements will be regarded as invalid technical support information.

14.4 Bidder to state During 3), attention should be paid to the standard of process, materials and equipment as indicated in the technical specifications of the tender documents, as well as the reference brand or model, which are only illustrative and not restrictive. Bidders may choose alternative standards, brands or models in their bids, but these alternatives substantially meet or exceed the requirements of the tender documents.

## **15. Tender margin**

15.1 If the tenderer requests the bidder to submit the bid bond in the tender information form, the bidder shall submit the bid bond in the amount specified in the tender information form as part of his bid. The validity period of the bid bond shall be consistent with the validity period of the bid.

15.2 The bid bond is to protect the tenderer from loss due to the bidder's

breach of contract. The tenderer or the tenderer may not return the bid bond of the bidder in accordance with Article 15.8 of this Note.

15.3 The bid bond shall be in the tender currency or the currency acceptable to the tendering agency and in any of the following forms:

1) A bank guarantee or irrevocable letter of credit issued by a reputable bank within or outside the people's Republic of China in the form provided by the tender documents or other forms accepted by the tender authority.

2) Transfer checks, bank drafts at sight, or other forms specified in the tender information form. The bid bond submitted by the domestic tenderer in the form of cash or cheque shall be transferred from its basic account.

15.4 Where a consortium bid, it shall submit the bid bond as agreed in the joint bid agreement of the consortium

If one party in the consortium or jointly submits a bid bond and submits a bid bond in the name of one party, it shall be binding on all parties to the consortium.

15.5 Any tender not accompanied by tender security as provided for in Articles 15.1, 15.3 and 15.4 of this Note will be subject to this

Note that the provisions of article 24 are regarded as non-material responses and rejected.

- 15.6 Within 5 days after the signing of a written contract between the tenderer and the winning bidder and the entry into force of the contract, the tenderer will refund the bid bond and the bank deposit interest to the unsuccessful bidder for the same period (if any).
- 15.7 The bid bond of the winning bidder shall be signed by the winning bidder in accordance with Article 34 of this Note, in accordance with Article 35 of this Note

The provisions of the performance bond shall be returned and returned to the bank for the same period (if any).

- 15.8 The bid bond will not be returned in any of the following cases:

- 1)The bidder cancels his bid within the period of validity stipulated in the tender documents;
- 2)The successful bidder fails to sign the contract in accordance with Article 34 of this Note within the prescribed time limit;
- 3)The successful bidder fails to submit a performance bond in accordance with Article 35 of this Note within the prescribed time limit;
- 4)The winning bidder fails to pay the tender service fee in accordance with Article 36 of this Note.

## **16. Tender validity**

- 16.1 The tender shall be valid for the period specified in the tender information form from the deadline for submission of tender documents. Bids with insufficient validity will be regarded as non-material responses and rejected.
- 16.2 Under special circumstances, the tenderer may require the bidder to extend the validity of the bid before the expiration of the original tender period. Such requests and replies shall be submitted in writing. The bidder may reject the tenderer's request and his bid bond will be returned, but his bid will no longer be valid after the expiration of

the original tender period. Bidders who agree to extend the validity of their bids will not be required and allowed to amend their bids, but will only be required to extend the validity of their bid security accordingly. In such cases, the provisions of Article 15 of this Note concerning the refund and non-refund of bid security will remain in force for the extended period of validity.

## **17. Format and signature of tender documents**

17.1 The bidder shall prepare a copy of the original bid document and the number specified in the tender information form, each set of bid documents shall be clearly marked "original" or "copy ". If the copy does not conform to the original, the original shall prevail. The bidder shall provide the tender documents of electronic media in accordance with the bidding information form. The bidding documents of electronic media have the same legal effect as the paper bidding documents. Unless otherwise specified in the tender information form, when the tender documents of electronic media are inconsistent with the paper tender documents, the paper tender documents shall prevail.

17.2 The original tender documents shall be printed or written in indelible ink and signed by the person in charge of the unit or his duly authorized representative. The authorized representative shall attach the power of attorney issued in writing to the tender document.

Unless otherwise specified in the tender information form, each page of the tender document shall be signed by the person in charge of the unit or his authorized representative with his surname or initials. A copy of the tender document shall be a copy of the original.

- 17.3 Any interline insertion, alteration, addition or deletion must be signed by the signatory of the tender document.

## **Submission of tender documents**

### **18. Sealing and marking of tender documents**

- 18.1 Tender documents shall include a list of bid opening. In order to facilitate the bid opening, the bidder shall also submit the bid opening list and bid bond separately, and mark the words "bid opening list" on the envelope. The bidder shall seal the original and all copies of the bid documents in separate envelopes and mark the words "original" and "copy" on the envelope. Then all envelopes are encapsulated in an outer envelope. The tenderer will reject the tender documents that are not sealed as required by the tender documents.
- 18.2 Inner and outer envelopes shall:
- 1) Clearly indicate the address specified in the tender information form.
  - 2) Indicate the name of the project specified in the tender information form, the title, number of the tender invitation and the words "shall not be unsealed before (the date and time of bid opening)", and fill in the date and time of bid opening specified in the tender information form.
- 18.3 The inner envelope shall state the name and address of the bidder so that the late tender documents can be returned in original seal.
- 18.4 If the outer envelope is not marked as required in Article 18.2 of this Note, the tenderer and the tenderer shall not be responsible for the

misrepresentation or early unsealing.

- 18.5 If a bidder submits a bid statement of price change and other relevant contents before the tender deadline, it shall be sealed together with the bid opening list or separately, and marked clearly so that it can be sung together at the time of bid opening.

## **19. Tender deadline**

- 19.1 The bidder shall submit the tender documents to the tenderer or the tender institution no later than the deadline specified in the tender information form at the address specified in the tender information form.
- 19.2 The tenderer may postpone the tender deadline in accordance with relevant regulations. In this case, all rights and obligations of the tenderer, the tendering agency and the bidder subject to the tender deadline shall be extended to the new tender deadline.

## **20. Late submission of tender documents**

The tenderer will reject and return any tender documents received after the tender deadline specified in Article 19 of this Note.

## **21. Amendment and withdrawal of bid documents**

21.1 After submitting the bid documents, the bidder may modify or withdraw his bid, but the bidder must submit the written notice of modification or withdrawal to the tenderer or the tender institution before the prescribed deadline for bidding.

21.2 The notice of modification or withdrawal of the bidder shall be prepared, signed, sealed, marked and submitted in accordance with articles 17 and 18 of this Note.

21.3 After the tender deadline, the bidder may not supplement or modify his bid.

21.4 From the deadline for bidding to the expiration of the period of validity of the bid determined by the bidder in the tender, the bidder shall not revoke his bid, otherwise his bid bond will not be returned in accordance with the provisions of Article 15.8 of this Note.

# **V. Bid opening and bid evaluation**

## **22. Bid opening**

22.1 The tenderer or the tendering agency will organize the open bid opening on the date, time and place specified in the tender information form. All bidder representatives are invited to participate voluntarily at the time of bid opening. The representative participating in the bid opening shall sign in to prove his attendance.

22.2 When the bid is opened, the bidder or his elected representative shall inspect the sealing of the bid documents or the notary agency entrusted by the tenderer for inspection and notarization; after confirmation, the

staff member shall open the seal in public and read out the name of the bidder, the bid price and other main contents of the bid documents. In addition to the return of late bids in accordance with the provisions of Article 20 of this Note, all sealed tender documents received by the tenderer or the tenderer before the deadline for submission of tender documents required by the tender documents will be unsealed and read out in public at the time of bid opening. The bidder's bid opening list, bid statement (price change or other statement) should be sung at the time of bid opening, otherwise it will not be approved at the time of bid evaluation.

22.3 If the bidder has any objection to the opening of the bid, it shall be put forward at the site of the opening of the bid. The tenderer or the tenderer will reply on the spot and make records.

22.4 The tenderer or the tender institution will make the bid opening record.

## **23. Bid evaluation committees and evaluation methods**

23.1 The bid evaluation committee established in accordance with relevant regulations shall be responsible for the bid evaluation. The bid evaluation committee will first examine the tender documents in accordance with Article 24 of this Note. The qualified bidding documents will be evaluated according to the lowest bid evaluation method or comprehensive evaluation method determined in the tender documents. The items determined to be evaluated by the lowest bid evaluation method will be evaluated in accordance with Article 26 of this Note; the items determined to be evaluated by the comprehensive evaluation method will be comprehensively evaluated in accordance with Article 27 of this Note.

23.2 The lowest bid evaluation method refers to the bidding to meet the commercial, technical and other substantive requirements of the tender documents, according to the premise

According to the evaluation factors and methods stipulated in the bidding documents, the bid evaluation price of each bidder is determined, and the bid evaluation method of the successful bidder is determined according to the order of the bid evaluation price from low to high.

The comprehensive evaluation method refers to the comprehensive evaluation of the bid according to the evaluation factors and methods stipulated in the tender documents on the premise that the bid meets the substantive requirements of the tender documents. Determine the bid evaluation method of the winning candidate according to the result of the bidder's comprehensive evaluation.

23.3 During the period of bid evaluation, the bid evaluation committee may ask the bidder to clarify its bid documents, but shall not seek, provide or allow any changes to the substantive contents such as the bid price. Requests for clarification and responses should be

submitted in writing. The bid evaluation committee does not accept the clarification and explanation offered by the bidder.

## **24. Preliminary examination of tender documents**

24.1 The bid evaluation committee will examine whether the bid documents are complete, whether the overall arrangement is orderly, whether the documents are signed and qualified, whether the bidder has submitted a bid bond, whether there are any errors in calculation, etc.

24.2 The arithmetic error will be corrected as follows:

If the capital amount and lowercase amount of the bid documents are inconsistent, the capital amount shall prevail; if the total bid price amount is inconsistent with the aggregate amount according to the itemized quotation, the calculation result of the itemized quotation amount shall prevail; If the decimal point of the itemized quotation is obviously misplaced, the total bid price shall prevail and the itemized quotation shall be revised.

If the bidder does not accept correction of his arithmetic error, his bid will be rejected.

24.3 The bid evaluation committee may accept irregularities, inconsistencies or irregularities in the bid documents that do not constitute material deviations, but such acceptance shall not prejudice or affect the relative ranking of any bidder.

24.4 Prior to detailed bid evaluation, the bid evaluation committee shall examine whether each bid document substantially responds to the requirements of the tender document. The substantially responsive bid shall be in accordance with the key terms, conditions and specifications required in the solicitation documents and shall not

There is a significant deviation from the bid. Deviations from, reservations to, or objections to, key provisions, such as those relating to bid security, applicable law, taxes and duties, plus star ("\*"), will be considered material deviations. The bid evaluation committee decides that the responsiveness of the bid is based only on the true and correct content of the bid itself, not on external evidence, except where the bid is not true and incorrect.

- 24.5 In essence, bids that do not respond to the requirements of the tender documents will be rejected. Bidders may not amend, supplement or withdraw. A deviation or reservation that makes its bid substantially responsive. If the tender documents require the original, the original shall be provided, otherwise the bid will be rejected.

24.5.1 In the course of a business review, a bid will be rejected if:

- 1) If the bidder or its manufacturer has an interest in the tenderer that may affect the fairness of the tender;
- 2) The bidder participates in the preliminary consultation of the project or the preparation of the tender documents;
- 3) Where the person in charge of a different bidder's unit is the same person or there is a holding or management relationship;
- 4) If the tender documents are not signed in accordance with the requirements of the tender documents;
- 5) If the bid consortium fails to submit a joint bid agreement;
- 6) If the bidder's tender or qualification documents are not provided or do not meet the requirements of the state or the tender documents;
- 7) If the same bidder submits two or more different bid proposals or bid quotations, except where the tender documents require the submission of alternative proposals;
- 8) If the bidder fails to submit the bid bond or the amount of the deposit is insufficient, the guarantee period is insufficient, the

form of the bid bond or the bank issuing the tender guarantee does not meet the requirements of the tender documents;

- 9) If the tender documents do not meet the requirements of the important commercial terms of the tender documents plus the star number ("\*");
- 10) If the bid price is higher than the maximum bid limit set in the tender documents;
- 11) If the period of validity of the tender is insufficient;
- 12) The bidder has colluded in bidding, fraud, bribery and other illegal acts;
- 13) There are other commercial terms stipulated in the tender documents to reject the bid.

24.5.2 In the process of technical evaluation, any of the following circumstances will be rejected:

- 1) The tender documents do not meet the requirements of the important terms (parameters) of the star number ("\*") in the technical specifications of the tender documents, or the important terms (parameters) of the star number ("\*") do not meet the requirements of the tender documents

Supported;

- 2) If the general parameters in the technical specifications of the tender documents exceed the maximum range or maximum number of items allowed to deviate;
- 3) If the response in the technical specifications of the tender documents is inconsistent with the facts or false bids;
- 4) where the bidder copies the relevant parts of the technical specifications of the tender documents as part of its bid documents;
- 5) There are other technical terms stipulated in the tender documents to reject the bid.

## **25. Converted to a single currency**

In order to facilitate bid evaluation and comparison, if there are many currencies in the bid quotation, The foreign currency issued by the head office of Bank of China for the first time on the date of bid opening shall be used to convert the bid currency to the bid evaluation currency specified in the tender information form. In order to calculate the bid price.

## **26. Price evaluation (applicable to the lowest bid evaluation method)**

26.1 The bid evaluation committee will evaluate the price of the bidding items determined in the tender documents bidding information form by the lowest bid evaluation method. The bid evaluation committee only evaluates the price of the qualified bid. Bid evaluation committee will calculate the bid price according to the method specified in articles 26.2~26.4 of this note. The calculated bid price is the final bid price.

26.2 When calculating the total bid evaluation price, the goods arrive at the place designated by the tenderer. If there is a price adjustment, the total bid evaluation price shall be calculated, including deviation from the price increase. When calculating the deviation of domestic products from the price increase, deduct the relevant taxes and fees included in the bid quotation. The total bid evaluation price is

calculated as follows:

- 1) Overseas products: CIF price + import link tax + domestic transportation, insurance premium, missing items increase + technical business deviation from the increase + other expenses. (If other quotation methods such as CIP 、 DDP are used, the total bid evaluation price shall be calculated with reference to this method)
- 2) Products in customs territory: ex-factory price (including VAT)+ consumption tax (if applicable)+ transportation, insurance premium + missing item increase + technical business deviation from the increase in other expenses.
- 3) Already imported products: selling price (including import link tax, sales link value added tax)+ transportation, insurance + missing items increase + technical business deviation from the increase + other costs.

26.3 The bid evaluation committee shall, in addition to considering the bidder's offer in accordance with Article 11.6 of this Note, consider quantifying the following factors in accordance with the provisions of the tender documents:

- 1)(a) Inland transportation costs, insurance premiums incurred in the customs territory of China and the accompanying service costs incurred in transporting the goods to their final destination;

- 2) Delivery date of bid documents;
- 3) deviation from the terms of payment stipulated in the contract;
- 4) Cost of spare parts, spare parts and accompanying services delivered;
- 5) The possibility of obtaining spare parts and after-sales service for bidding equipment in China;
- 6) Estimated operating and maintenance costs of the bidding equipment during the life cycle;
- 7) Performance and productivity of bidding equipment;
- 8) Other additional bid evaluation factors and criteria.

26.4 In accordance with Article 26.3 of this Note, the following quantitative methods may be used to adjust the bid evaluation price for the bid evaluation factors selected in the tender information form:

**26.4.1 Costs of inland transportation, insurance and other accompanying services incurred in China**

- 1) the bid evaluation committee will calculate the cost of inland transportation, insurance and other accompanying services incurred by goods arriving at the project site specified in the tender information form from the ex-factory / port of import / border port according to the rates issued by the transportation department, insurance company and / or other relevant agencies, such as railways / highways. To facilitate calculation, the bidder shall provide in the tender documents the estimated size of the goods, the weight of shipment and the value of the estimated EXW price / CIF price / CIP price for each contract package. The bid evaluation committee will add the above fee to the EXW / CIF / CIP price. Or
- 2) the bid evaluation committee will add the fee to the EXW price / CIF price / CIP price if the tender documents require the bidder to arrive at the domestic transportation, insurance and other accompanying services at the project site specified in the tender information form

factory / port of import at the tender time.

#### **26.4.2 Delivery date of tender documents**

1)The goods under this invitation to bid are delivered at the time specified in the list of goods demand (or shipped). On the basis of the specified time, for each week exceeding the base time, the bid price will be considered by increasing the percentage (%) of the bid price specified in the tender information list on the basis of the bid price. Early delivery does not consider reducing the bid price. Or

2)The goods under this invitation to bid are delivered within the acceptable weeks specified in the goods demand list (or shipped). Early delivery does not take into account the reduction of the bid price, late or earlier than the delivery time range of bids will be regarded as non-responsive bids. Within this acceptable time frame, each week later than the earliest delivery time specified in the goods demand list, the bid price shall be considered by adding a percentage (%) specified in the tender information form on the basis of the bid price.  
Or

3)The goods under this invitation to bid shall be delivered in batches (or shipped) as specified in the list of goods demand). Tender for early delivery or late delivery will adjust its bid price. The method is that for each week in advance or beyond the specified delivery time, the bid price will be reduced or increased on the basis of the bid price, a percentage of the bid price specified in the tender information list (%).

#### **26.4.3 Deviation of payment terms**

- 1)The bidder shall quote in accordance with the terms of payment listed in the contract. The bid is based on this offer, but the bidder may propose his own payment plan and indicate how much the bid price can be reduced by using the payment plan compared with the terms of the contract. The bid evaluation committee may consider the payment plan of the successful bidder. Or
- 2)The terms of the contract stipulate the payment plan proposed by the tenderer. If the bid documents deviate from this but are permitted by the tender documents, the interest generated in advance will be calculated at the interest rate stated in the tender information form and recorded in its bid price.

#### **26.4.4 Cost of spare parts and spare parts**

- 1)The bidder shall attach the name and quantity list of the parts and components of the goods and the spare parts necessary for the operation period specified in the tender information form to the technical specifications and calculate the total price according to the unit price quoted in the tender documents. And included in the bid price. Or
- 2)The tenderer will make a list of frequently used parts and spare parts, as well as the quantity required for the operating cycle specified in the tender information form, calculate its total price at

the unit price quoted in the tender documents and include it in the bid price. Or

3) The tenderer will estimate the cost of spare parts and spare parts required for the operating cycle specified in the tender information sheet on the basis of the information provided by each bidder, as well as the past experience of the tenderer or the experience of other purchasers, And included in the evaluation price.

#### **26.4.5 Spare parts supply and after-sales service facilities in China**

According to the tender information form or other parts of the tender documents, if the bidder does not have maintenance service facilities and spare parts warehouse in China, the tenderer will consider the cost of establishing the minimum maintenance service facilities and spare parts warehouse. The cost will be included in the bid evaluation.

#### **26.4.6 Projected operating and maintenance costs of bidding equipment**

Since the operating and maintenance costs of the purchased goods are a major part of the equipment life cycle costs, these

The cost will be evaluated according to the criteria specified in the tender information form or technical specifications.

#### **26.4.7 Performance and productivity of bidding equipment**

1)The bidder shall respond to the technical specifications and state the performance and efficiency of the goods provided. Above the standard, no consideration is given to lowering the evaluation price; below the standard performance or efficiency (assuming 100%), the bid price will increase the amount of adjustment specified in the tender information table for each percentage point lower; or, The additional cost of calculating the operating cost of the equipment in service life is calculated by the method specified in the tender information table or technical specification. Or

2)The goods provided must have the minimum performance or productivity specified in the corresponding provisions of the technical specification to be considered responsive. If the goods provided deviate from the prescribed requirements, the bid price will be adjusted according to the actual performance or productivity of the goods, using the method specified in the tender information form or technical specifications.

#### **26.4.8 Other additional bid evaluation factors and criteria**

Other additional bid evaluation factors and criteria will be specified in the tender information sheet and / or technical specifications.

#### **26.5 Recommended Methods for Successful Candidates**

If the bid meets the substantive requirements of commercial and technical bidding documents, the bid evaluation committee shall, in accordance with the price evaluation provisions of articles 26.2~26.4 of this note, determine the final bid evaluation price of each bidder, and determine the winning candidate according to the number of successful candidates specified in the tender information form. The

lowest bid evaluation price is the first successful candidate.

**27. Comprehensive evaluation (applicable to the integrated evaluation method)**

27.1 The bid evaluation committee will conduct a comprehensive evaluation of the projects identified in the tender documents bidding information form using the comprehensive evaluation method. The bid evaluation committee only carries on the comprehensive appraisal to the first examination qualified bid. The tenderer will determine the evaluation factors and their weights, evaluation criteria, evaluation procedures and calibration principles of the bidding project according to the specific conditions of the bidding project, as detailed in the tender information table.

**27.2 Basic terms and definitions of the comprehensive evaluation methodology**

27.2.1 Evaluation factors: refers to the specific content of the evaluation of bidding projects, such as various indicators, parameters, specifications, performance, status, etc. In order to facilitate weight distribution and evaluation, the evaluation factors are divided into several categories according to the attributes of the evaluation factors, such as price, business, technology, service, etc., and each category is regarded as a single evaluation factor, called

It is the first level evaluation factor. Each first level evaluation factor can be divided into several second level evaluation factors, and so on. The evaluation factors of this bidding project at all levels are shown in the tender information form.

27.2.2 Response value of evaluation factors: refers to the response of bid documents to evaluation factors, including specific values, conditions, instructions, etc.

27.2.3 Evaluation value: refers to the evaluation results of the evaluation committee on the response value of evaluation factors. The evaluation results of the evaluation committee members' response value to the evaluation factors are called independent evaluation value.

Relationship between evaluation value and independent evaluation value:

$$\text{Evaluation value} = \frac{\text{The sum of the effective independent evaluation values of the members of the bid evaluation committee}}{\text{Number of effective judges}} \times \text{The requirements for effective independent valuation are set out in the tender}$$

Information sheet. The evaluation value is expressed in the tender information form. The optimal evaluation factor response is worthy of the highest evaluation value, which is called the benchmark evaluation value, and the other evaluation factor response values will be obtained according to their merits and demerits. The exact number of decimal points is shown in the tender information table.

27.2.4 The weight of evaluation factors refers to the relative importance of a certain evaluation factor or a certain kind of evaluation factor in the evaluation. The sum of the weights of all the first evaluation factors is equal to 1. The sum of the weights of the second evaluation factors to which a first evaluation factor belongs is equal to 1.

27.2.5 The weighted evaluation value is called weighted evaluation value: weighted evaluation value = evaluation value × weight.

## **27.3 Evaluation of price factors**

### **27.3.1 Review, amendment or adjustment of bid quotations**

- 1) If there is an arithmetic error, the bid price will be revised in accordance with Article 24.2 of this bidder's instructions.
- 2) If there is a price change statement, the bid price shall be adjusted accordingly.
- 3) If there are different currencies, unified conversion to the tender documents stipulated in the bid evaluation currency.
- 4) If there are different price conditions, the goods shall be adjusted on the basis of the arrival of the goods at the place of arrival designated by the tenderer:

Out-of-border products: CIF price + import link tax + consumption tax (if applicable), domestic transportation, insurance premium and Its related expenses ;(using other quotation methods such as CIP 、DDP, refer to this method to calculate. )

Products manufactured in China: ex-factory price (including VAT)+ consumption tax (if applicable)+ transportation, insurance premium + other related expenses;

Products imported: selling price (including import link tax, sales link value added tax)+ transportation, insurance premium + other related expenses.

### **27.3.2 Determination of bid price evaluation value**

- 1)The evaluation value of bid price is calculated according to the price evaluation function (evaluation standard) specified in the tender information table.

2) Whether to set the maximum bid limit, see the tender information form. If set, the maximum bid limit amount or maximum bid limit calculation method is shown in the tender information form. If the bidder's bid price exceeds the maximum bid limit, his bid will be rejected.

## **27.4 Evaluation of business factors**

### **27.4.1 Comprehensive evaluation of first-level evaluation factors only**

If the bidding information table stipulates that only the first level of commercial evaluation factors will be evaluated directly by the members of the bid evaluation committee: the optimal evaluation factors will get the benchmark evaluation value, and the other evaluation factors will obtain the corresponding evaluation value according to their merits and demerits.

### **27.4.2 If the tender information form provides for the evaluation of the second level evaluation factors separately, the evaluation will be carried out in accordance with the following provisions:**

#### **1) Delivery date**

The base evaluation value shall be obtained for the delivery date which meets the requirements of the tender documents. On this basis, each week of delay in delivery will be in accordance with the tender documents bidding information form to obtain the corresponding evaluation value. Or

2 If delivery (or shipment) is within the acceptable weeks specified in the tender information form, the base value of early delivery will be obtained, and bids for delivery later than or earlier than the delivery time will be rejected. Within this acceptable time frame, the corresponding evaluation value will be obtained in accordance with the tender documents and tender information form for each week later than the earliest delivery time specified in the goods demand list.

## **2) Terms and conditions of payment**

1 The base value shall be obtained by the terms and means of payment which meet the requirements of the tender documents. On this basis, the interest paid in advance and the risk that the tenderer may increase will be calculated according to the interest rate specified in the tender documents and tender information form, and the corresponding evaluation value will be obtained according to the amount of interest and the possible increase in risk.

If the maximum deviation range is specified in the tender information form or no deviation is allowed, any deviation beyond the maximum deviation range or deviation will be rejected as a non-material response to the tender.

## **3) Evaluation of other secondary evaluation factors**

The evaluation of other secondary evaluation factors (if any) of commercial factors will be carried out in accordance with the provisions of the tender documents.

## **27.5 Evaluation of technical factors**

### **27.5.1 Comprehensive evaluation of first-level evaluation factors only**

If the bidding information table stipulates that only the first level technical evaluation factors are comprehensively evaluated, the evaluation committee members will directly evaluate: the optimal evaluation factors will get the benchmark evaluation value, and the other evaluation factors will obtain the corresponding evaluation value according to their merits and demerits.

- 27.5.2 If the tender information form provides for the evaluation of the second level evaluation factors separately, the evaluation will be carried out in accordance with the following provisions:

**1) Evaluation of level 2 evaluation factors with specific values**

The evaluation value will be calculated according to the calculation formula stipulated in the tender information table, or the evaluation value will be directly evaluated by the members of the bid evaluation committee according to the provisions in the tender information table: the optimal evaluation factors will get the benchmark evaluation value.

**2) Evaluation of second-level evaluation factors without specific values**

The evaluation will be directly evaluated by the members of the bid evaluation committee: the optimal evaluation factors will get the benchmark evaluation value, and the other evaluation factors will get the corresponding evaluation value according to their merits and demerits.

The evaluation value without this performance or function is zero.

- 27.5.3 Value of Limited Evaluation under Level 1 Evaluation Factor

According to the relevant regulations, if the evaluation value of the first level technical evaluation factor of the bidder is lower than a certain proportion of the average evaluation value of all valid bidders, the bid will be rejected. The proportion is shown in the tender information form.

- 27.5.4 The setting and evaluation of other technical evaluation factors at all

levels are shown in the tender information table.

## **27.6 Evaluation of service factors**

### **27.6.1 Comprehensive evaluation of first-level evaluation factors only**

If the bidding information table stipulates that only the first level service evaluation factors are comprehensively evaluated, the evaluation committee members will directly evaluate: the optimal evaluation factors will get the benchmark evaluation value, and the other evaluation factors will obtain the corresponding evaluation value according to their merits and demerits.

### **27.6.2 If the tender information form provides for the evaluation of the second level evaluation factors separately, the evaluation will be carried out in accordance with the following provisions:**

#### **1) Quantifiable second-level evaluation factors**

1. The evaluation value shall be calculated in accordance with the formula specified in the tender documents and tender information form;  
or

2 Direct evaluation by the members of the bid evaluation committee:  
the optimal evaluation factors get the benchmark evaluation value,  
and the other evaluation factors will obtain the corresponding  
evaluation value according to their merits and demerits.

#### **2) Non-quantifiable secondary evaluation factors**

The evaluation will be conducted directly by the members of the bid evaluation committee: the optimal evaluation factors will obtain the benchmark evaluation value, and the remaining evaluation will be due to

The evaluation value will be obtained according to its merits and demerits, and if there is no such service, the evaluation value will be zero.

- 27.6.3 The establishment and evaluation of other service evaluation factors at all levels are shown in the tender information table.

## **27.7 Calculation of bid comprehensive evaluation value**

- 27.7.1 If evaluated first and then weighted, the comprehensive evaluation value of bid is equal to the sum of the weighted evaluation value of each evaluation factor in the first level.
- 27.7.2 If weighted first and then evaluated, the comprehensive evaluation value of bid is equal to the sum of the weight evaluation value of each evaluation factor in the first level.

## **27.8 Recommended Methods for Successful Candidates**

- 27.8.1 The bid evaluation committee will rank according to the comprehensive evaluation value of the bid. If the comprehensive evaluation value is the same, it will be ranked according to the priority of the first evaluation factor price, technology, business and service. The best comprehensive evaluation is the first successful candidate. The recommended number of successful candidates for this bidding project is shown in the tender information form.
- 27.8.2 Other recommended methods and number of successful candidates for this bidding project are shown in the tender information form.

## **28. Public announcement of bid evaluation results**

- 28.1 After the bid evaluation, the project that must be tendered according to law will be published on the bidding network, and the publicity period is 3 days. If there is no objection to the announcement of the bid evaluation results, the bid evaluation results shall automatically take effect after the end of the publicity period and announce the winning results. Successful registered bidders can view the announcement of bid evaluation results and the announcement of winning

results on the bidding website.

- 28.2 If the bidder has any objection to the result of bid evaluation, it shall submit it to the tenderer or the bidding institution within the publicity period, and upload the objection content to the bidding network. The tenderer or the tender institution shall, within 3 days from the date of receipt of the objection, make a reply and upload the reply to the bidding network.

## **29. Contact with tenderers or tendering institutions**

- 29.1 In addition to the provisions of Article 23.3 of this Note, from the date of bid opening to the period of award of the contract, the bidder shall not have private contact with the tenderer, the tenderer and the bid evaluation committee on matters relating to his bid.
- 29.2 The bidder's attempt to influence the bid evaluation or award of the contract by the tendering agency, the tenderer and the bid evaluation committee may result in the rejection of his bid.

## **VI. Contract award**

### **30. Compliance capacity review**

- 30.1 If a successful candidate's operating or financial situation changes greatly or there is an illegal act, and the tenderer considers that it may affect his performance ability, the original bid evaluation committee shall examine and confirm the bid in accordance with the standards and methods stipulated in the tender documents before issuing the tender winning notice.
- 30.2 If the examination is approved, the tenderer will award the contract to the bidder; if the examination is not approved, the bid evaluation committee will reject its bid. A similar review is made of whether the next lowest bidder or the best bidder can perform the contract satisfactorily in the order recommended by the winning candidate.

### **31 Determination of the winning bidder**

- 31.1 The tenderer will determine the winning bidder on the basis of the written bid evaluation report submitted by the bid evaluation committee and the recommended successful candidate. The tenderer may also authorize the bid evaluation committee to directly determine the winning bidder.
- 31.2 The tenderer shall determine the first successful candidate as the successful bidder for the projects in which the state-owned funds occupy the holding or dominant position and which must be tendered according to law, as well as the projects in which foreign loans and aid funds are used. If the first winning candidate waives the winning bid, fails to perform the contract due to force majeure, fails to submit a performance bond as required by the tender documents, or is found to have an illegal act affecting the result of the winning bid, the tenderer will determine

the other successful candidates as the winning bidder in order according to the list of successful candidates proposed by the bid evaluation committee, or may rebid.

- 313 The method for determining the winning bidder for projects other than Article 31.2 above is shown in the tender information form.

## **32. Termination or rejection of all tenders**

- 32.1 For projects that must be tendered according to law, in the course of bidding, due to major changes in the tenderer's procurement plan and other force majeure reasons, the tenderer may reorganize the tender after the approval of the project competent department and the submission to the corresponding competent department. The tenderer will issue a notice in time or notify the invited or potential bidder who has obtained the tender documents in writing. If the tender documents have been sold or the tender bond has been collected, the tenderer will refund the fee of the tender documents collected in time, as well as the bid bond collected and the interest on the bank deposit for the same period  
(if produced).
- 32.2 If the bid evaluation committee considers that all bids do not meet the requirements of the tender documents, the bid evaluation committee will reject the bid

There is a tender. If all bids for projects that must be tendered according to law are rejected, the tenderer will reserve the right to rebid.

### **33. Tender Notice**

33.1 After the successful bidder is confirmed, the tenderer will issue the winning notice to the winning bidder within 20 days after the announcement of the winning result.

33.2 The Notice of Winning bid is an integral part of the contract.

33.3 After the successful bidder submits a performance bond in accordance with the provisions of Article 35 of this Note, the tenderer will comply with paragraph 15 of this Note

The provisions of the article return all bid security.

### **34. Contract signing**

The successful bidder shall conclude a written contract in accordance with the tender documents and the tender documents of the successful bidder within 30 days from the date of issue of the notice of winning bid. The winning bidder shall not enter into any other agreement with the tenderer that deviates from the substantive content of the contract.

### **35. Performance bond**

35.1 The successful bidder shall, within 30 days after receiving the bid winning notice from the tenderer, submit the performance bond to the tenderer in the form of the performance bond guarantee provided in the tender documents or other forms acceptable to the tenderer in accordance with the provisions of the special terms of the contract in the tender documents.

35.2 If the winning bidder fails to comply with Article 34 or 35.1 above, the tenderer will disqualify him from winning the bid and will not refund his bid bond.

### **36. Tender services**

The winning bidder shall pay the tender service fee in accordance with the provisions of the tender documents. If the winning bidder fails to pay the tender service fee in accordance with the tender documents, the bid bond will not be returned.

# Chapter II

## General terms of contract

## 1. Definition

### 1.1 The following terms of this contract shall be interpreted as:

1) "Contract" means the agreement between the buyer and the seller, signed by the buyer and the seller, as stated in the form of the contract, including all annexes, appendices and all documents referred to in the above-mentioned documents constituting the contract.

2) "Contract price" means the price to be paid by the buyer to the seller under this contract after the seller correctly and fully performs its contractual obligations.

3) "Goods" means all equipment, machinery and/or other materials to be supplied by the Seller to the Buyer under this Contract.

4) "Accompanying services" means the seller's obligations under this contract in respect of supply-related ancillary services such as transportation, insurance, installation, commissioning, provision of technical assistance, training and other obligations under the contract. 5) "general terms of the contract" means the general terms of this contract.

6) "special terms of contract" refers to Chapter 7.

7) "Buyer" means the unit that purchases goods and services specified in the exclusive terms of the contract.

8) "Seller" means a company or other entity that provides goods and services under this contract as specified in the exclusive terms of the contract.

**9) the "contract terms" include the general terms of the contract and the special terms of the contract. When the general terms of the contract are inconsistent with the special terms of the contract, the special terms of the contract shall prevail.**

10) "Project Site" means the site of the installation and operation of the goods under this Contract, the name of which is specified in the Contract

It is specified in.

11) "Day" means calendar day.

## **2. Applicability**

2.1 The terms of this contract shall apply to the extent not superseded by the terms of other parts of this contract.

## **3. Origin**

3.1 The goods and services provided under this contract shall come from the people's Republic of China or from countries and regions with normal trade with the people's Republic of China (hereinafter referred to as "qualified source country / region").

"Origin" referred to in this paragraph means the country or region in which the goods are produced, manufactured or processed, or the country or region in which the product is finally formed through manufacture, processing or assembly, and the product is commercially recognized as its base

This feature has a substantial difference from the parts used.

3.3 The origin of goods and services differs from the nationality of the seller.

#### **4. Standards**

4.1 The goods delivered under this contract shall conform to the standards stated in the technical specifications. If no reference is made to the applicable standard, the official standard applicable to the country of origin of the goods shall be met. These standards must be the latest valid version issued by the agency concerned.

4.2 Unless otherwise stipulated in the technical specifications, the units of measurement shall adopt the legal units of measurement of the people's Republic of China.

#### **5. Use of contract documents and information**

5.1 Without the prior written consent of the buyer, the seller shall not provide to the seller any other person employed in the performance of this contract the relevant contract or any contract provisions, specifications, plans, drawings, models, samples or information provided by the buyer or the buyer's representative. Even if provided to employees under this contract, care shall be taken to keep confidential and limited to the extent necessary for the performance of the contract.

5.2 The Seller shall not use General Clause 5.1 of the Contract except for the performance of this Contract without the prior written consent of the Buyer

Any documents and information listed in the article.

5.3 Except for the contract itself, any documents listed in article 5.1 of the general terms of the contract are the property of the buyer. If requested by the buyer, the seller shall return these documents and all copies to the buyer upon completion of the contract.

#### **6. Intellectual property**

6.1 The seller shall guarantee that the buyer shall, when using the goods or any part of the goods in the people's Republic of China, be free from any third party's prosecution for infringement of its patent, trademark, copyright or other intellectual property rights.

**7. Performance bond**

7.1 The seller shall, within 30 days after receiving the notice of winning bid, submit to the buyer a performance bond for the amount specified in the exclusive terms of the contract.

7.2 The performance bond is used to compensate the buyer for the loss caused by the seller's failure to fulfill its contractual obligations.

7.3 The performance bond shall be in the currency of this contract or other currency acceptable to the buyer and shall be submitted in one of the following ways:

1) Bank guarantee or irrevocable letter of credit.

issued by a bank registered and operating in the People's Republic of China acceptable to the buyer or by a reputable foreign country

The bank is issued through a bank registered and operated in the people's Republic of China. The format shall be in the form provided in the tender documents or in other formats acceptable to the buyer.

2) bank promissory notes, confirmed cheques or cash.

- 7.4 The buyer will return the performance bond to the seller within 30 days after the seller has completed its contractual obligations, including any warranty obligations.

## **8. Inspection and testing**

- 8.1 the buyer or its representative shall have the right to inspect and/or test the goods to confirm that they meet the requirements of the contract specifications and do not bear additional costs. The terms of the contract and the technical specifications will state the inspection and testing required by the buyer and where they will be carried out. The buyer will promptly notify the seller in writing of the identity of the inspection and / or buyer's test representative.
- 8.2 Inspection and testing may be carried out at the site of the seller or its subcontractor, the place of delivery and/or the final destination of the goods. If carried out at the site of the seller or its subcontractor, the examiner shall be provided with all reasonable facilities and assistance, and the buyer shall not bear the costs for this purpose.
- 8.3 If any inspected or tested goods can not meet the requirements of the specification, the buyer may refuse to accept the goods, and the seller shall replace the rejected goods or make the necessary modifications free of charge to meet the requirements of the specification.
- 8.4 The buyer's right to inspect, test and, if necessary, refuse to accept the goods after the arrival of the goods at the port of destination and/or on site will not be restricted or waived because the goods have passed the inspection, testing and approval of the buyer or its

representative before being shipped from the country/area of origin.

- 8.5 prior to delivery, the seller shall have the manufacturer carry out a detailed and comprehensive inspection of the quality, specification, performance, quantity and weight of the goods and issue an inspection certificate certifying that the goods comply with the contract. the inspection certificate is an integral part of the documents submitted to the negotiating bank at the time of payment but can not be used as a final inspection of the relevant quality, specification, performance, quantity or weight. The results and details of the manufacturer's inspection shall be attached to the quality inspection certificate.
- 8.6 Upon arrival of the goods at the port of destination and/or at the site, the buyer shall apply to the State Entry-Exit Inspection and Quarantine Bureau of the people's Republic of China (hereinafter referred to as the "Inspection and Quarantine Bureau ") for inspection of the quality, specifications, quantity, etc. of the goods, and issue a post-delivery inspection certificate. If the Inspection and Quarantine Bureau finds that the quality, specification, quantity and so on are inconsistent with the contract, the buyer has the right to file a claim against the seller within 90 days after the arrival of the goods at the site.
- 8.7 If, during the warranty period specified in article 18 of the contract, the inspection results of the Inspection and Quarantine Bureau or other institutions are based,

If it is found that the quality or specifications of the goods do not conform to the requirements of the contract, or that the goods have been proved to be defective, including potential defects or the use of inappropriate materials, the buyer shall make a claim against the seller in time.

- 8.8 Article 8 of the contract does not exempt the seller from warranty or other obligations under this contract.

## **9. Packaging**

- 9.1 The seller shall provide the packing required for the shipment of the goods to the final destination specified in the contract to prevent damage or deterioration of the goods in transit. Such packaging shall be protected against moisture, sun, rust, corrosion, shock and other damage necessary to protect the goods from multiple handling, handling and long distance ocean and inland transportation. The Seller shall bear the liability or expense for any loss of rust, damage and loss of the goods due to improper packing or its protective measures. For wood packaging materials, in accordance with the provisions of the State Administration of quality Supervision, Inspection and Quarantine of the people's Republic of China, the wooden packaging shall be treated with the declaration of IPPC special marking or the declaration of not using wood packaging.

## **10. Shipping mark**

- 10.1 The seller shall mark the following on the four sides adjacent to each packing case with indelible paint and clear English words:

- 1)Consignee
- 2)Contract number
- 3)Shipping mark (shipping mark)
- 4)Consignee Number

5) Destination port

6) Name, item number and box number of goods

7) Gross/net weight (expressed in kg)

8) Size (length × width × height in cm)

- 10.2 Where the weight of a single package is more than 2 tons (t) or 2 tons (t), the seller shall mark the "center of gravity" and "lifting point" on both sides of the package in English and international trade. For handling and handling. According to the characteristics of the goods and the different requirements of transportation, the seller shall clearly mark the words "carefully placed ", " this end up, do not invert ", " keep dry" and other appropriate marks used in international trade on the packing box.

## 11. Terms of shipment

#### 11.1 If CIF/CIP contract:

- 1)The seller shall be responsible for arranging the booking of space, transportation and payment of freight to ensure delivery in accordance with the delivery date stipulated in the contract.
- 2)the b/l / airway bill date shall be regarded as the actual delivery date.
- 3)Unless otherwise agreed, the goods can not be transported on deck or transshipment.
- 4)The means of transport shall be from the qualified source country / region.
- 5)**The port of destination / project site is stipulated in the special terms of the contract.**

#### 11.2 If EXW contract:

- 1)The seller shall be responsible for arranging inland transportation, but the buyer shall pay the freight.
- 2)The date of receipt issued by the relevant transportation department shall be regarded as the date of delivery.

#### 11.3 If FOB/FCA contract

- 1)The seller may be responsible for arranging the shipping space and transportation, but the buyer shall pay the freight.
- 2)the b/l / airway bill date shall be regarded as the actual delivery date.
- 3)Unless otherwise agreed, the goods can not be transported on deck or transshipment.
- 4)The means of transport shall be from the qualified source country / region.
- 5)**The port of destination / project site is stipulated in the special terms of the contract.**

11.4 The goods shipped by the seller shall not exceed the quantity or weight specified in the contract. Otherwise, the buyer is not liable for all costs and consequences arising therefrom.

### 12. Notice of shipment

#### 12.1 If CIF/CIP contract:

1) Before the date of shipment stipulated in the contract, i.e. 30 days before sea or 7 days before air transportation, the seller shall, by cable or telex or facsimile, send the contract number, name of the goods, quantity, number of cases, gross weight, total volume<sup>3</sup> at the port of shipment, at the same time, the seller shall use the airmail letter to make a detailed list of goods in five copies, including contract number, name, specification, quantity, total volume (in m), and<sup>3</sup> dimensions (length × width) per carton × high), unit price, total amount, port of departure, ready date to be shipped and the special requirements and precautions of the goods in transportation and storage are sent to the buyer.

2) The seller shall, within 24 hours after the completion of the loading of the goods, send the contract number and the goods by cable or telex or facsimile

(m) Name, quantity, gross weight, volume<sup>3</sup> Representation (s) notify the buyer of the invoice amount, the name of the conveyance, the date of departure and the expected date of arrival at the port of destination. If the weight of each case exceeds 20 tons (t) or by volume or More than 12 m long (m), 2.7 m wide (m) and 3 m high (m), the seller shall notify the buyer of the weight and volume of each packing case, and the details of flammable or dangerous goods shall also be indicated separately.

#### 12.2 If EXW contract:

- 1) Before the date of shipment stipulated in the contract, i.e. 21 days before rail/road/water transportation or 7 days before air transportation, the seller shall, by cable or telex or facsimile, in the contract number, name of the goods, quantity, number of cases, gross weight, total volume<sup>3</sup> at the same time, the seller shall send by registered mail a detailed list of goods in five copies, including contract number, name of the goods, specification, quantity, gross weight, total volume (in m); and<sup>3</sup> presentation), each carton size (length × width × height), unit price, total amount, port of departure, ready date to be shipped and special requirements and precautions of the goods in transport, storage, etc.
- 2) Contract No., name, quantity, gross weight, volume (in m) of the goods shall be by cable or telex or facsimile within 24 hours of the completion of the goods<sup>3</sup> presentation), invoice amount, mode of transport (rail/road/water/air), name of means of transport, date of departure and date of expected arrival at the port of destination notify the buyer. If the weight of each case exceeds 20 tons (t), or volume up to or over 12 m long (m), 2.7 m wide (m) and 3 m high (m), The seller shall inform the buyer of the weight and volume of each packing case,

Details of flammable or dangerous goods should also be specified separately.

3) If, under the EXW contract, the seller is unable to notify the buyer of the above by telegram or telex or facsimile, so that the buyer can not insure in time, the seller shall be responsible for all the losses arising therefrom.

### 12.3 If FOB/FCA contract:

1) Before the date of shipment, i.e. 30 days prior to sea or 7 days prior to air transportation, the seller shall, by cable or telex or facsimile, in the contract number, name of the goods, quantity, number of cases, gross weight, total volume<sup>3</sup> at the port of shipment, the seller shall notify the buyer of the ready date of shipment, and at the same time, the seller shall use the airmail letter to make a detailed list of the goods in five copies, including the contract number, the name of the goods, the specification, the quantity and the total volume (in m).<sup>13</sup> express), each carton size (length × width × height), unit price, total amount, port of departure, ready date to be shipped and special requirements and precautions of the goods in transit, storage, etc. sent to the buyer.

2) Contract No., name, quantity, gross weight, volume (m) of the goods shall be by cable or telex or facsimile within 24 hours after their completion<sup>3</sup> express), the invoice amount, the name of the conveyance, the date of departure and the date of expected arrival at the port of destination. If the weight of each packing case exceeds 20 tons (t), or if the volume reaches or exceeds

length of 12 m (m), 2.7 m wide (m) and 3 m high (m), the seller shall notify the buyer of the weight and volume of each packing case, and the details of flammable or dangerous goods shall also be indicated separately.

3) If, under the FOB/FCA contract, the seller is unable to notify the buyer of the above by telegram or telex or facsimile, so that the buyer can not insure in time, the seller shall be responsible for all the losses arising therefrom.

### **13. Delivery and documentation**

13.1 The seller shall deliver the goods in accordance with the conditions stipulated in the goods demand list. The shipping details and/or other documents to be provided by the seller are specified in articles 9, 10, 11 and 12 of the contract terms.

13.2 EXW, FOB, FCA, CIF, CIP and other trade terms used to describe the responsibilities of the parties shall be interpreted in accordance with the latest version of Incoterms (Incoterms) in force at the Paris International Chamber of Commerce.

13.3 The seller shall notify the buyer and the insurance company by fax of the full details of the shipment, including contract number, description of the goods, quantity, name of means of transport, bill of lading number and date, port of loading, date of departure, port of discharge, date of expected arrival, etc. For the purpose of payment of the contract, the seller shall also, in accordance with Article 20 of this contract, send to the buyer or transmit through the seller's bank the relevant "payment documents".

### **14. Insurance**

14.1 The goods provided under this contract shall be fully insured for loss or damage in the course of manufacture, purchase, transport, storage

and delivery in a freely convertible currency in the manner specified in this clause.

- 14.2 Should the buyer require delivery on CIF or CIP price terms, its cargo insurance will be handled and paid by the seller, who shall apply a freely convertible currency to all risks and war risks insured at 110% of the invoice value in favour of the buyer. If the goods are delivered at FOB/FCA price, the buyer is responsible for the insurance.
- 14.3 If it is a EXW contract, the insurance after loading shall be handled by the buyer.

## **15. Transport**

- 15.1 If the contract requires the seller to deliver the goods at the FOB price, the seller shall be responsible for handling, paying, and including all transportation matters for loading the goods at the designated port of loading, and the related expenses shall be included in the contract price. If the contract requires the seller to deliver the goods at FCA price, the seller shall be responsible for the handling and payment of all transportation matters which shall be placed in the custody of the carrier at the buyer's designated place or other agreed place, and the related expenses shall be included in the contract price.
- 15.2 If the contract requires the seller to deliver the goods at CIF/CIP price, the seller shall be responsible for handling and paying the goods to the destination

All shipping matters at the port or other destination specified in the contract shall be included in the contract price.

- 15.3 If the contract requires the seller to deliver at CIF/CIP price, the chosen carrier shall obtain the buyer's prior consent. If the contract requires delivery at FOB/FCA price, the seller shall arrange international carriage on behalf of the buyer and at the buyer's expense using the carrier designated by the buyer or a vessel flying the Chinese flag (if the contract requires). If the carrier designated by the buyer or a vessel flying the Chinese flag can not be used to transport the goods within the time specified in the contract, the seller shall arrange for other carriers or vessels to transport the goods.

**16. Accompanying services**

- 16.1 The seller may be required to provide any or all of the following services, including additional services specified in the terms and technical specifications of the contract (if any):

- 1) Implement or supervise on-site assembly and/or commissioning of supplied goods;
- 2) Provide tools for assembly and/or maintenance of goods;
- 3) Provide detailed operating and maintenance manuals for each appropriate single equipment for the supplied goods;
- 4) To perform operations or supervision or maintenance or repair of the supplied goods within a certain period of time agreed by both parties, provided that the service does not exempt the seller from its obligations during the warranty period of the contract;
- 5) Train buyer personnel at seller's manufacturer and/or at project site on assembly, commissioning, operation, maintenance and/or repair of supplied goods.

- 16.2 If the cost of the accompanying service provided by the seller is not included in the contract price of the goods, the parties shall agree on

it in advance, but the unit price of the fee shall not exceed the current unit price charged by the seller for providing similar services to others.

- 16.3 The seller shall provide all services specified in the special terms / technical specifications of the contract. Quotation for accompanying services required for performance or mutually agreed costs shall be included in the contract price.

**17. Spare parts**

- 17.1 As stipulated in the terms of the contract, the seller may be required to provide the following materials, notices and information relating to spare parts:

- 1) (a) Information on the buyer's purchase of spare parts from the seller, provided that such selection does not relieve the seller of its obligations during the warranty period;
- 2) In the event that the production of spare parts is stopped, the seller shall notify the buyer in advance of the plan to stop production so that the buyer has sufficient time to purchase the required spare parts;
- 3) After the production of spare parts is stopped, the seller shall provide the buyer with blueprints, drawings and spare parts free of charge if requested by the buyer

Specifications.

17.2 The seller shall provide the required spare parts in accordance with the terms / technical specifications of the contract.

**18. Guarantee**

18.1 the seller shall guarantee that the goods supplied under the contract are brand new, unused, up-to-date or current models and that the goods shall contain all the latest improvements in design and materials unless otherwise specified in the contract. The seller further guarantees that all the goods provided under the contract are free of design, material or technological defects (except those resulting from the design as required by the buyer or from the material supplied in accordance with the buyer's specifications) or defects resulting from the seller's actions or negligence that may arise from the normal use of the goods supplied in the country of final destination under the prevailing conditions.

18.2 This guarantee shall remain valid for a certain period after the final acceptance of the contract goods, or for a certain period after the arrival of the last contract goods at the port of destination (see the special terms of the contract for the above period), whichever occurs first.

18.3 The buyer shall notify the seller in writing as soon as possible of the defects found during the warranty period.

18.4 Upon receipt of the notice, the seller shall repair or replace the defective goods or parts free of charge at a reasonable speed within the time specified in the exclusive terms of the contract.

18.5 If the seller does not make up for the defect at a reasonable rate within the time specified in the contract after receiving the notice, the buyer may take the necessary remedial measures, but its risks and expenses will be borne by the seller. The buyer's other powers over the

seller under the contract shall not be affected.

## **19. Claims**

19.1 If the seller is responsible for the deviation and the buyer has made a claim during the inspection, installation, commissioning, acceptance and quality assurance period specified in article 18 of the contract or other terms of the contract, the seller shall settle the claim in a combination of one or more of the following ways agreed by the buyer:

- 1) The seller agrees to return the goods and return the goods to the buyer in the currency specified in the contract and bear all losses and expenses arising therefrom, including interest, bank charges, freight, insurance, inspection, storage, loading and unloading, and other necessary expenses for the custody and protection of the returned goods.
- 2) According to the deviation of the goods, the degree of damage and the amount of losses suffered by the buyer, the buyer and seller agreed to reduce the price of the goods.
- 3) Replace defective parts, components and/or equipment with new parts, components and/or equipment that meet the specifications, quality and performance requirements of the contract

The seller shall bear all costs and risks and bear all direct loss incurred by the buyer. At the same time, the seller shall extend the quality assurance period of the replaced goods in accordance with Article 18 of the contract.

- 19.2 If the seller fails to respond within 30 days of the buyer's notice of claim, the above claim shall be deemed to have been accepted by the seller. If the seller fails to settle the claim within 30 days of the buyer's notice of claim or within an extended period agreed by the buyer, in accordance with any of the above provisions agreed by the buyer, The buyer will withhold the amount of the claim from the negotiated payment or from the performance bond issued by the seller.

## **20. Payment**

- 20.1 The terms and conditions of payment under this contract are stipulated in the exclusive terms of the contract.

## **21. Price**

- 21.1 The price of the goods submitted by the seller under this contract and the fees charged for the performance of the accompanying services are given in the contract agreement.

## **22. Change orders**

- 22.1 In accordance with article 35 of the terms of the contract, the buyer may at any time issue an order in writing to the seller to change one or more of the following within the general scope of this contract:
- 1)The goods provided under this contract are intended to be manufactured for the buyer by changing the drawings, designs or specifications;
  - 2)Method of transport or packaging;
  - 3)Place of delivery;
  - 4)The accompanying service provided by the seller.
- 22.2 If the above changes increase or decrease the seller's cost or time to

perform its contractual obligations, the contract price or delivery time or both will be adjusted fairly and the contract will be amended accordingly. The seller's request for adjustment under this article must be made within 30 days after receipt of the buyer's change order.

**23. Modification of the contract**

23.1 Except in the case of Article 22 of the contract terms, no changes or modifications shall be made to the terms of the contract unless both parties agree and sign a written amendment to the contract.

**24. Transfer**

24.1 Except with the prior written consent of the buyer, the seller shall not assign part or all of its contractual obligations.

## **25. Subcontracting**

25.1 The seller shall notify the buyer in writing of the full subcontract which it subcontracted in this contract, but this sub-contract does not resolve 除卖方履行本合同的责任和义务。

25.2 Subcontracting must comply with the provisions of Article 3 of the contract.

## **26. Delay in seller's performance**

26.1 The seller shall deliver and provide accompanying services in accordance with the schedule specified by the buyer in the goods demand list.

26.2 In the course of the performance of the contract, if the seller and its subcontractors encounter obstacles to timely delivery and the provision of accompanying services, they shall promptly notify the buyer in writing of the facts of the delay, the time and the reasons for the delay. Upon receipt of the seller's notice, the buyer shall evaluate the situation as soon as possible and determine whether to agree to extend the delivery time and whether to collect the delay compensation. The extension shall be approved by both parties by modifying the contract.

26.3 Except in the case of article 29 of the contract, unless the delay is based on consent under article 26.2 of the contract without the charge of late compensation, the seller's delay in delivery will be charged as stipulated in article 27 of the contract.

## **27. Late payment**

27.1 Except as provided in article 29 of the contract, if the seller fails to deliver and provide services at the time specified in the contract, the buyer shall deduct the late compensation from the contract price without prejudice to other remedies under the contract. Compensation

for each week of delay is charged at 0.5 per cent of the cost of late delivery of goods or services not provided until delivery or service is provided. The maximum amount of late compensation is 5% of the contract price. Once the maximum amount of late compensation is reached, the buyer may consider terminating the contract in accordance with article 28 of the terms of the contract.

## **28. Termination of contract**

28.1 In the absence of any remedy by the buyer against the seller's breach of contract, the buyer may terminate part or all of the contract by issuing a written notice of breach to the seller:

- 1) If the seller fails to provide part or all of the goods within the time limit specified in the contract or within the time limit agreed by the buyer under article 26 of the contract;
  - 2) If the seller fails to perform any other obligations under the contract.
  - 3) If the buyer considers that the seller has corrupt and fraudulent conduct in the course of competition and enforcement of this contract.
- To that end,

Define the following conditions:

- a) "Corruption" means the provision, giving, accepting or soliciting of any valuable goods to affect the buyer's conduct during the procurement process or the execution of the contract.
- b) "Fraud" refers to the act of falsely reporting or concealing facts to the detriment of the buyer in order to affect the procurement process or the contract implementation process.

28.2 If the buyer terminates all or part of the contract in accordance with Article 28.1 above, the buyer may purchase goods or services similar to the undelivered goods under such conditions and methods as it deems appropriate, The seller shall bear the additional expenses incurred by the buyer for the purchase of similar goods or services. However, the seller shall continue to perform the unexpired portion of the contract.

## **29. Force**

29.1 If either party is unable to execute the contract due to the influence of force majeure, the term of performance of the contract shall be extended, which shall be equivalent to the time affected by the event. Force majeure is an event which can not be foreseen by the buyer and seller at the same time, and its occurrence and consequences are unavoidable and insurmountable, such as war, serious fire, flood, typhoon, earthquake and other force majeure events agreed by both parties.

29.2 The blocked party shall notify the other party by telegram, fax or telex as soon as possible after the event of force majeure, and send the supporting documents issued by the relevant authorities to the other party for review and confirmation by Speedpost or registered airmail within 14 days after the event. Once the impact of the force majeure event lasts more than 120 days, the parties shall reach an

agreement on the further performance of the contract within a reasonable time through friendly negotiation.

**30. Termination for bankruptcy**

30.1 If 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 will not prejudice or affect the buyer's power to take or to take any action or remedy.

**31. Termination of contract at buyer's convenience**

31.1 The buyer may at any time terminate the contract in whole or in part by written notice to the seller at its own convenience, specifying that the termination was at the buyer's convenience and the extent of the termination and the effective date of the termination.

31.2 The Buyer shall pay the original contract price for the goods which the Seller has completed and ready to ship within 30 days after receiving the notice of termination

And terms to be accepted, for the remaining goods, the buyer may:

- 1) to accept only part of the goods at the original contract price and terms; or
- 2) Cancel the purchase of the remaining goods and pay the seller the cost of partially completed goods and services and materials and components previously purchased by the seller at the agreed amount.

## **32. Settlement of disputes**

32.1 All disputes concerning the implementation of the contract or related to the contract shall be settled through consultation between the two parties. If the negotiation can not be settled 60 days after the beginning of the negotiation, the dispute shall be submitted to arbitration.

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

32.3 The arbitral award shall be final and binding on both parties.

32.4 The arbitration fee shall be borne by the losing party unless the arbitration organ decides otherwise.

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

## **33. Contract language**

33.1 Unless otherwise agreed by both parties, the language of this contract is Chinese. If both Chinese and English are used in this contract, both languages shall have the same legal effect. Unless otherwise agreed by both parties, in case of inconsistency between Chinese and English, Chinese shall prevail. The contract-related correspondence exchanged by both parties shall be written in the contract language.

#### **34. Applicable law**

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

#### **35. Notification**

35.1 The notice given by one party to this contract shall be sent in writing to the address of the other party specified in the special terms of the contract.

35.2 The notice shall be effective on the date of delivery or the effective date of the notice, whichever is later.

#### **36. Taxes and duties**

36.1 All taxes and charges imposed by the Chinese Government on the buyer in accordance with the current tax law in connection with this contract shall be borne by the buyer.

36.2 If this contract is awarded to the seller in China, all taxes and charges levied by the Chinese Government on the seller in China in accordance with the current tax law in connection with this contract shall be borne by the seller in China. If the contract is awarded to a seller outside China, the Chinese Government shall, in accordance with the provisions of the current tax law and the agreement specified in the exclusive terms of the contract, if any

All taxes and charges levied on the overseas seller in connection with the implementation of this contract shall be borne by the overseas seller.

36.3 All taxes and charges incurred outside China in connection with the execution of this contract shall be borne by the seller.

**37. Entry into force of contract and other**

37.1 This contract shall enter into force after both parties sign and the buyer receives the performance bond submitted by the seller.

37.2 If the goods under this contract require an export license in the country where they are located, the seller shall be responsible for the export license at his own expense.

37.3 The following Annex is an integral part of this contract and has the same effect as this contract: Annex 1- scope of supply and itemized price list

Annex 2- Technical specifications

Annex 3- Delivery lot and delivery time

Annex 4- Performance bond bank guarantee (see format III-2. performance bond bank guarantee format) Annex 5- Advance bank guarantee (see format III-3. advance bank guarantee format)

Annex 6- Letter of Credit (see format III-4. L/C format)

# Chapter III Contract Format

Format III-1. Contract  
Agreement Form

## Contract agreement

This Contract\_Year\_\_\_\_\_Month\_\_\_\_\_by the People's Republic of China (Buyer's Name) (hereinafter referred to as "Buyer ") as one party and (Seller's country/region and city) of (Name of Seller) (hereinafter referred to as "Seller ") is signed by the other party on the following terms and conditions.

In view of the buyer's intention to obtain the following goods and accompanying services, that is\_(description of goods and services) and invited tenders and accepted the total amount by the seller Tender for the

本合同在此声明如下：  
provision of the said goods and services in currency, contract price expressed in words and figures.

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。
2. The following documents are part of this contract and are read and interpreted in conjunction with this contract agreement:

- 1) 合同通用条款;
- 2) 合同专用条款;
- 3) 合同附件, 如:

Annex 1-供货范围及分项价格表

Annex 2-

Annex 4-~~交货批次及交货时间~~ Bank Guarantee for Performance Bonds

(Form III-2 in this Chapter) Annex 5-Bank

Guarantee for Advance Payment (Form III-3 in this Chapter)

Annex 6-L/C (for format see Chapter III-4)

- 4) bid winning notice

3. Considering that the buyer will pay the seller in accordance with this contract, the seller hereby undertakes to provide the buyer with goods and services in full in accordance with the contract and to repair the defects.

4. Taking into account the goods and services provided by the seller and repairing the defects, the buyer hereby undertakes to pay the seller the contract price or other amount payable under the contract at the time and in the manner specified in the contract.

Both parties sign this Agreement on the above date.

Name of buyer's representative: \_\_\_\_\_ Name of the seller's representative: \_\_\_\_\_

Signature of the buyer's representative: \_\_\_\_\_ Signature of the seller's

representative: \_\_\_\_\_ Name of buyer: \_\_\_\_\_

\_\_\_\_\_ Name of Seller: \_\_\_\_\_

Format III-2. Performance Bond Bank Guarantee Form

Performance bond bank guarantee

Date of Issue: \_\_\_\_\_

To: (Name of  
buyer)

(Contract No.) Contract Performance Guarantee

This guarantee is for you and (seller's name) (hereinafter referred to as "seller ") at \_\_\_\_\_ Year \_\_\_\_\_ Month \_\_\_\_\_. A performance bond for contract No. (contract No.) signed under (project name) item (hereinafter referred to as "project ") (hereinafter referred to as "goods ") on the day.

(Name of bank issuing guarantee) (hereinafter referred to as "the Bank ") unconditionally and irrevocably warrants that the Bank, its successors and assigns shall bring to you without recourse (currency name) Total payments not exceeding (Amount of currency) equivalent to the contract price \_\_\_\_% and agreed as follows:

1. As long as you confirm that the seller has failed faithfully to perform all the provisions of the contract documents and the amendments, additions and changes agreed subsequently by both parties, including the replacement and / or repair of the goods you consider to be defective (hereinafter referred to as "breach of contract "), pay you immediately, by your written notice of the seller's statement of breach of contract, the sum of the accumulated amount not exceeding the above amount and in the manner specified in your notice.

2. Any payment under this guarantee shall be tax-free and net. for existing or future taxes, duties, charges, fee deductions or withholding taxes, regardless of the nature of these amounts and by whom they are collected, shall not be deducted from payments under this guarantee.

3. The terms of this guarantee constitute our unconditional and irrevocable direct liability. Any change in the terms of the contract to

be performed, your grace in time, or any other act taken by you in the absence of this paragraph that may exempt the Bank from liability shall not relieve or relieve the Bank of its liability under this guarantee.

4.This guarantee is fully valid until the  
expiration of the guarantee period  
stipulated in this contract.Let me know.

Letter of Guarantee Bank Name:

\_\_\_\_\_Name and position of  
signatory (name printed):\_\_\_\_\_

Signature of the signatory:\_\_\_\_\_

Public Chapter:\_\_\_\_\_

Format III-3. Advance Bank Guarantee Form

## Advance bank guarantee

Date of Issue:

To: (Name of buyer)

(Contract Name)

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

|||||

|||||\_The amount of the  
guarantee expressed in words and figures), we have no right to object and  
do not need to claim against the seller first.

We further agree that the changes, additions or amendments to the terms of the contract or the contract documents to be performed by both parties shall not exempt us from any liability under this guarantee. We hereby state that the above changes, additions and modifications need not be notified to us.

This guarantee is valid for 30 days from the seller's receipt of the advance payment of the contract until the delivery of the last shipment.

Letter of Guarantee Bank Name:\_\_\_\_\_

Name and position of signatory (name printed):\_\_\_\_\_

Signature Person

Signature:\_\_\_

Public Chapter:\_\_\_\_\_

## Letter of credit

Date: \_\_\_\_\_

To: (Seller)

This letter of credit is transmitted through the name of the bank.

We should ask (buyer's name) to open an irrevocable letter of credit (L/C number) for you, limited to (currency, amount). You may draw on (buyer's name) 100% of the invoice value at sight with the following documents:

- 1 Signed commercial invoice in 4 copies (indicating the relevant contract number).
- 2 Full set of clean ocean bill of lading marked "Freight paid ", blank payable, blank endorsed, notified\_.
- 3 Packing list and/or weight sheet in 4 copies, stating the quantity, gross weight and net weight of each packing case.
- 4 The quality certificate issued by the manufacturer is in 4 copies.
- 5 A letter from you confirms that the additional documents have been sent in accordance with the terms of the contract.
- 6 A copy of your notice of name, quantity, weight, amount and date of shipment within 48 hours after shipment.
- 7 Letter indicating that the carrying vessel has been agreed by the buyer.
- 8 Insurance policy or certificate of insurance against all risks of transport and war risk at 110% of invoice value.
- 9 Certificate of origin in 5 copies.
- 10 A draft payable to (bank name) by the buyer. Confirm that the goods of the

contract number (contract number) have  
been shipped.

price terms (CI F /FOB).

You are required to issue additional certificates to confirm that all  
documents submitted under this credit comply with the above contract  
conditions.

From (port of departure) to  
(port of destination). No  
later than (delivery  
deadline)

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

This L/C is valid until (year, month, day, hour, minute) and all drafts must be marked under this L/C.

We hereby undertake to negotiate in accordance with articles 1 and 2 of the following special instructions in accordance with the draft and shipping documents issued under this letter of credit in accordance with the conditions of this letter of credit.

**Special note:**

1. Negotiation of bills of exchange under this credit is limited to the above notifying bank (bank name). At the time of negotiation, the negotiating bank shall submit a request to (the name of the bank) by telegram, provided that the conditions and terms specified herein are met, and at the same time, the negotiating bank shall mail us a complete set of documents by air mail of one kind.

2. All bank charges and interest incurred outside the territory of the people's Republic of China shall be borne by the beneficiary.

## Letter of credit

Date: \_\_\_\_\_

To: (Seller)

This letter of credit is transmitted through the name of the bank.

We should ask (buyer's name) to open an irrevocable letter of credit (L/C number) for you, limited to (currency, amount). You may draw on (buyer's name) at sight and pay as follows:

A. Payment of contract price after submission of the following documents \_\_\_\_\_%.

1. Export license issued by the relevant authorities of the seller's country, or proof of non-export license.

2. An irrevocable advance payment guarantee issued by the seller's bank in favour of the buyer in the amount of the contract price \_\_\_\_\_%.

3. The amount is 5 copies of the proforma invoice for the total contract price.

4. In the name of the buyer\_ (Bank name) sight draft.

5. Commercial invoice in 5 copies.

B. Submit the following documents at the total contract price \_\_\_\_ Pay the price for each shipment.

1. For CIF price contract, full set of clean ocean bill of lading marked "Freight paid" in 3 originals

2 copies, blank payable, blank endorsed, notified person \_\_\_\_.

2. The amount is the delivery price of the contract goods \_\_\_\_ Commercial invoice in 5 copies.

3. Detailed packing list in 5 copies.

- 4.The quality certificate issued by the manufacturer is in 5 copies.
- 5.in the name of the buyer\_A draft at sight.
- 6.Copy of notice of shipment in accordance with Article 12 of this contract.

7.Letter indicating that the carrying vessel has been agreed by the buyer.

8.Original All Risks and War Risk Insurance Policy in Buyer's Beneficiary ,110% of invoice value

One, four copies.

9.The certificate of origin issued by the seller is in 5 copies.

C. Submit the following documents to pay the total

contract price after acceptance of the contract

goods\_\_\_\_\_%。

1. commercial invoice in 5 copies.

2.Contract goods acceptance certificate signed by buyer and seller in 5 copies.

3.in the name of the buyer\_A draft at

sight.Confirmation of contract (Contract

No.)的货物已启运。

Price conditions (CIF/FOB)。

You are required to issue an additional certificate to confirm that the details of all documents submitted under this credit comply with the above contract conditions.

From (port of departure) to (port of destination).

No later than (the deadline for delivery).

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

This L/C is valid until (year, month, day, hour, minute) and all drafts must be marked under this L/C.

We hereby undertake to negotiate in accordance with articles 1 and 2 of the following special instructions in accordance with the draft and shipping documents issued under this letter of credit in accordance with the conditions of this letter of credit.

Special note:

1.Negotiation of bills of exchange under this credit is limited to the above notifying bank (bank name). At the time of negotiation, the negotiating bank shall cable (bank name) the claim, provided that all the conditions and terms of this article have been met, and that the negotiating bank shall mail us a complete set of documents by air mail of one kind.

2.All bank charges and interest incurred outside the territory of the people's Republic of China shall be borne by the beneficiary.

# Chapter IV

## Form of Tender Documents

## Proposals

To : (tenderer / tenderer)

In accordance with your invitation to bid for the procurement of goods and services for the (project name) project (tender number), the signature representative (name, position) is duly authorized and submitted one original and a copy of the following documents on behalf of the bidder (name and address of the bidder).1\_Share:

- 1.List of open tenders
- 2.Tender Sub-quotation List
- 3.List of goods description
- 4.Technical specification response/deviation table
- 5.Business Terms Response / Deviation Table
- 6.Other relevant documents provided in accordance with the instructions to bidders and technical specifications of tender documents
- 7.Certification of qualifications
- 8.A bank guarantee issued by (bank name) in the amount of (amount and currency).The signatory representatives hereby declare their agreement as follows:

1.The total tender price for the goods to be submitted and delivered as specified in the attached tender price list is The total bid price expressed in figures).

2.The bidder will fulfill the contractual responsibilities and obligations as stipulated in the tender documents.

3.Bidders have reviewed all tender documents in detail, including\_ (Addendum) (if any). We fully understand and agree to relinquish our power to be ambiguous and misunderstood in this respect.

4.This tender is valid for calendar days from the date of bid opening.

5.The bidder agrees to the provisions of Article 15.8 of the bidder's instructions on the forfeiture of bid security.

6.In accordance with Article 2 of the instructions to bidders, we undertake not to be associated with the company and any subsidiary body engaged by the buyer to provide consulting services for this project, and we are not a subsidiary body of the buyer.

7. The bidder agrees to provide all data or information you may require in connection with your bid. The bidder fully understands that you may not necessarily accept the lowest bid or any bids received.

8.All official correspondence relating to this tender should be addressed to:  
Address:\_\_\_\_\_Communication

True:\_\_\_\_\_Tel:\_  
\_\_\_\_\_E-mail:\_\_\_\_\_

Signature of the representative of the  
bidder:\_\_\_\_\_

Name of bidder:\_\_\_\_\_

Official seal:\_\_\_\_\_

Date:\_\_\_\_\_

Format IV-2. List of Bid Opening Form

List of open tenders

Name of bidder:\_\_\_\_\_Country/area:\_\_\_\_\_Tender No. :\_\_\_\_\_Package number:\_\_\_\_\_

Serial number	Name of cargo	Model and specification	Quantity	Name of manufacturer and nationality/region	Price conditions	Tender currency	Bid quotation	Tender margin	Delivery date	Remarks
Total bid price										

Signature of the representative of the bidder:\_\_\_\_\_

**Note:** in addition to this form in the tender documents, it should also be sealed in accordance with Article 18 of the instructions to bidders and submitted separately with the bid bond.

Form IV-3. Tender Item Quotation Form

Format IV-3-1 Tender Sub-quotation List

(Tender for domestic supply)

Name of bidder:\_\_\_\_\_Tender No.:\_\_\_\_\_Package number:\_\_\_\_\_

Serial number	Name	Name	Model and specification	Number of cases Quantity	Origin and name of manufacturer	Single Price (indicating the place of shipment)	Total Price	Freight and insurance to final destination
1	Host and standard accessories							
2	Spare parts							
3	Dedicated tools							
4	Installation, commissioning, inspection							
5	Training							
6	Technical services							
7	Other							
Total								

Signature of the representative of the bidder:\_\_\_

**Note 1. If the unit price results are inconsistent with the total price, the unit price shall be used to revise the total price.**

**2. failure to provide detailed itemized quotations will be deemed to have no substantive response to the tender documents.**

# Format IV-3-2 Tender Sub-quotation Form

## Tender Sub- quotation List

(bid for overseas  
supply)

Name of bidder:\_\_\_\_\_Tender No.:\_\_\_\_\_Package number:\_\_\_\_\_

Serial number	Name	Name	Model and specification	Quantity	Origin and name of manufacturer	FOB/FCA unit  (indicating port of shipment or place of shipment)	CIF/CIP unit  (indicating port of destination or destination)	CIF/CIP  Total price	Inland freight and insurance to final destination
1	Host and standard accessories								
2	Spare parts								
3	Dedicated tools								
4	Installation, commissioning, inspection								
5	Training								
6	Technical services								
7	Other								

Total		
-------	--	--

Signature of the representative of the bidder:\_\_

**Note 1. If the unit price results are inconsistent with the total price, the unit price shall be used to revise the total price.**

**2.Failure to provide detailed itemized quotations will be deemed to have no material response to the tender documents.**

Format IV-4. List of goods

List of goods description

Name of bidder:\_\_\_\_\_Tender No. :\_\_\_\_\_Package number:\_\_\_\_\_

Item	Name of cargo	Main specifications	Quantity	Delivery date	Port of shipment	Destination port

Signature of the representative of the bidder:\_\_

**Note: the detailed technical performance of each goods should be described on a separate page.**

Format IV-5. technical specification response/deviation from tabular format

### Technical specification response/deviation table

Name of bidder:\_\_\_\_\_Tender No. :\_\_\_\_\_Package number:\_\_\_\_\_

Serial number	Name of cargo	Item number of tender documents	Tender specifications	Tender specifications	Response/deviation	Note

Signature of the representative of the bidder:\_\_\_\_\_

**Note: the bidder shall, in accordance with the technical specifications of the tender documents, state one by one that the goods and services provided have made a substantial response to the technical specifications of the tender documents, and declare the deviations and exceptions from the technical specifications. In particular, the bidder must provide the specific parameter value of the equipment.**

Format IV-6. Business Terms Response / Deviation Form

Business Terms Response / Deviation Table

Name of bidder:\_\_\_\_\_Tender No.:\_\_\_\_\_Package number:\_\_\_\_\_

Serial number	Item number of tender documents	Commercial Terms of Tender Documents	Commercial Terms of Tender Documents	Note

Signature of the representative of the bidder:\_\_\_\_\_

Format IV-7. Tender Margin Bank Guarantee Form

Tender bond bank guarantee

Date of Issue:\_\_\_\_\_

To : (tenderer / tenderer)

This guarantee shall be the tender guarantee (name of the bidder) (hereinafter referred to as "bidder ") for the invitation to bid (tender institution) (tender number) (name of the goods) of the tender institution.

Unconditional and irrevocable Letter of Guarantee The Bank, its successors and assigns shall pay you without recourse upon receipt of your written notice of any of the following facts (Amount and currency) margin:

- 1.The bidder shall withdraw the tender from the deadline for submission of the tender documents until the expiry of the tender validity period;
- 2.Within 30 days after receiving the notice of winning the bid, the bidder fails to sign the contract with the buyer;
- 3.Within 30 days after receiving the notice of winning bid, the bidder fails to submit the performance bond as stipulated in the tender documents;
- 4.After receiving the notice of winning the bid, the bidder fails to pay the tender service fee within 15 days after the contract becomes effective as stipulated in the tender documents.

This guarantee is valid for calendar days from the deadline for submission of bid documents (the number of validity days of the guarantee) and remains valid for the period of validity that you and the bidder agree to extend. The extended validity period only needs to be notified

to the Bank. You have the right to terminate or terminate this guarantee in advance.

Letter of Guarantee Bank Name:\_\_\_\_\_

Name and position of signatory:\_\_\_\_\_

Signature of the signatory:\_\_\_\_\_

Public Chapter:\_\_\_\_\_

Format IV-8. Form of Authorization for the Person in Charge of the Unit

Letter of authorization from the person in charge of the  
unit

This power of attorney states that the person (the name of the company) registered in (the name of the country or region) signed below (the name of the person in charge of the unit, position) authorized by the company (the name of the unit) signed below (the name of the authorized person, position) shall be the legal agent of the company, bid for (the name of the project) and handle all matters relating thereto on behalf of the company.

This power of attorney\_\_\_\_\_Year\_\_\_\_Month\_\_\_\_\_We hereby declare that the signature of the day takes effect.

Signature of the person in charge of  
the unit:\_\_\_\_\_

Signature of authorized person:\_\_\_\_\_

Signature of the witness:\_\_\_\_\_

Name and position of the witness:\_\_\_\_\_

Name of witness unit:\_\_\_\_\_

Witness address:\_\_\_\_\_

## Format IV-9. format of certification documents

### Guidance Notes

1)The manufacturer, as a bidder, shall fill in and submit the following prescribed format IV-9-1、 format IV-9-2 and format IV-9-5 and other relevant information. Bidders acting as agents shall fill in and submit the following prescribed format IV-9 full contents and other relevant information.

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

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

4)The bid evaluation committee will apply the information submitted by the bidder to determine the qualification and ability of the bidder to perform the contract according to his own judgment and consideration.

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

6)All qualification documents shall be submitted in the language and number of copies specified in the tender information form.

## Qualification Statement

To : (tenderer / tenderer)

In response to your\_\_\_\_Year\_\_Month\_\_The undersigned is willing to participate in the tender, provide the goods demand list (item number and name of the goods), submit the following documents and declare that all the instructions are true and correct.

☐ One original power of attorney (manufacturer's name) for the provision of (item number and name of goods), We represent and are bound by the manufacturer. **(completed by bidder (acting as agent))**

☐ We and the manufacturer have one original, \_\_\_\_A copy.

☐ The undersigned certifies in the certificate that the contents of this qualification document are true and correct.

Bidder (manufacturer or agent) of  
qualification document

Authorization to sign this

Name:\_\_\_\_\_

print):

Name and position of signatory (in

Address:\_\_\_\_\_

Fax:\_\_\_\_\_

Zip Code:\_\_\_\_\_

\_\_\_\_\_

Signature:\_\_\_\_\_

Tel:\_\_\_\_\_

## Manufacturer's Qualification Statement

1. Name and  
Profile:

(1) Name of manufacturer: \_\_\_\_\_

(2) Headquarters address: \_\_\_\_\_

Fax/fax/phone number: \_\_\_\_\_

(3) Date of incorporation and/or registration: \_\_\_\_\_

(4) Paid-in capital: \_\_\_\_\_

(5) Recent balance sheet\_\_ (end of year)

1 Fixed assets: \_\_\_\_\_

2 Current assets: \_\_\_\_\_

3 Long-term liabilities: \_\_\_\_\_

4 Current liabilities: \_\_\_\_\_

Net 5: \_\_\_\_\_

(6) Name of Principal Person (optional): \_\_\_\_\_

(7) 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:

Factory Name	Address	Projects produced	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:

Manufacturer's name and address    主要零部件名称

\_\_\_\_\_  
\_\_\_\_\_

3. The manufacturer's experience in the production of tender goods (including years, project owners, rated capacity, start date of commercial operation, etc):

\_\_\_\_\_  
\_\_\_\_\_

4. Name and address of major domestic and foreign customers:

(1) 出口销售

(Name and address)      (a) Sales projects

(2) Domestic sales

(Name and address)      (Sales items)

5. Annual turnover in the last 3 years:

Year	Domestic	Exports	总额
_____	_____	_____	_____
_____	_____	_____	_____

6. Name and address of supplier of breakable parts:

Part Name	Supplier
_____	_____
_____	_____

7. Tender goods provided directly or indirectly to China in the last three years:

Contract number: \_\_\_\_\_

Date of signature: \_\_\_\_\_

Project name: \_\_\_\_\_

Number of cases      Quantity: \_\_\_\_\_

Contract amount: \_\_\_\_\_

8. Name and address of the bank concerned: \_\_\_\_\_

9. Group Company to which the manufacturer belongs (if any):\_\_\_\_\_

10. Other information:\_\_\_\_\_

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

Name of manufacturer:\_\_\_\_\_

Name and position of signatory:\_\_\_\_\_

Signature of the signatory:\_\_\_\_\_

SignatureWords

Japan Period:\_\_\_\_\_

Communication True:\_\_\_\_\_

Electricity Words:\_\_\_\_\_

Electricity Child

Mail Parts:\_\_\_\_\_

Format IV-9-3 Bidder's (acting) Qualification Statement Form

Statement of qualifications of bidders as agents

1. Name and Profile:

(1) Name of bidder: \_\_\_\_\_

(2) Headquarters address: \_\_\_\_\_

Fax/fax/phone number: \_\_\_\_\_

(3) Date of incorporation and/or registration: \_\_\_\_\_

(4) Paid-in capital: \_\_\_\_\_

(5) Recent balance sheet (as of \_\_\_\_ Year \_\_\_\_ Month \_\_\_\_ (d)

1 Fixed assets: \_\_\_\_\_

2 Current assets: \_\_\_\_\_

3 Long-term liabilities: \_\_\_\_\_

4 Current liabilities: \_\_\_\_\_

Net 5: \_\_\_\_\_

(6) Name of Principal Person (optional): \_\_\_\_\_

(7) Name and address of the bidder's representative in China (if any):  
\_\_\_\_\_

2. Annual turnover in the last 3 years:

Year	Domestic	Exports	总额
_____	_____	_____	_____
_____	_____	_____	_____

3. Name and address of major domestic and foreign customers for sale of tender goods in recent 3 years:

(1) 出口销售

(Name and address) \_\_\_\_\_ (Sales items) \_\_\_\_\_

(Name and address)

(Sales items)

(2) Domestic sales

(Name and address) (Sales items)

(Name and address) (Sales items)

4. Name and address of the manufacturer agreeing to manufacture the goods for the bidder (with manufacturer qualification statement):

\_\_\_\_\_

5. Goods components supplied and manufactured by other manufacturers (if any):

Manufacturer's name and address      Name of component manufactured

\_\_\_\_\_

6. Tender goods (if any) provided to Chinese companies in the last 3 years):

Contract number:\_\_\_\_\_

Date of signature:\_\_\_\_\_

Project name:\_\_\_\_\_

Number of cases      Quantity:\_\_\_

Contract amount:\_\_\_\_\_

7. Name and address of the bank concerned:\_\_\_\_\_

8. Group Company (if any):\_\_\_\_\_

9. Other information:\_\_\_\_\_

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

Name and position of signatory:\_\_\_\_\_

Signature      Signature

Words:\_\_\_Signature

Words Japan

Period:\_\_\_

Communication True:\_\_\_\_\_

Electricity Words:\_\_\_\_\_

Electricity Child Mail Parts:\_\_\_\_\_

## Authorization Letter from the Manufacturer

To : (tenderer / tenderer)

We (manufacturer name) By (country/region name) A manufacturer established by law whose principal place of business is (manufacturer's address)\_. The principal place of business is established by law (name of country/region) and is\_(bidder's address)(bidder's name) carries out the following valid activities as our true and lawful agent:

(1)On behalf of us in the people's Republic of China to handle your invitation to bid No .(bid invitation No.) to provide the goods made by us, and binding on us.

(2)As a manufacturer, we undertake to bind ourselves with the tenderer and to jointly and separately undertake the obligations stipulated in the tender documents.

(3)We hereby grant (the name of the bidder) full powers to handle and perform the above matters necessary for the completion of the above points, with the power to replace or revoke them. We hereby confirm that (the name of the bidder) or its duly authorized representative shall lawfully handle all matters accordingly.

We\_\_\_\_\_Year\_\_\_\_\_Month\_Signature of this document , (name of bidder (as agent))Year\_\_\_\_\_Month\_\_\_\_\_In witness whereof we accept this.

Name of bidder (acting as agent):\_\_\_\_Name of manufacturer:\_\_\_\_\_

Signature:\_\_\_\_\_Signature:\_\_\_\_\_

Name of signatory:\_\_\_\_\_Name of signatory:\_\_\_\_\_

Signature of the signatory:\_\_\_\_\_Signature of the signatory:\_\_\_\_\_

## Certificate

The undersigned certifies that the instructions in this qualification document and the required format are true and correct.

The undersigned hereby authorizes and requires any bank consulted to provide the tenderer with any required information to verify this statement and the strength and credibility of the Company. Enclosed is the credit certificate issued from our bank.

The undersigned is aware that the tenderer may request further qualification documents and agree to submit them as required by the tenderer.

Manufacturer or bidder acting as agent Authorization to sign this qualification document

Name: \_\_\_\_\_  
print):

Name and position of signatory (in

Address: \_\_\_\_\_

\_\_\_\_\_

Fax: \_\_\_\_\_

Signature: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Tel: \_\_\_\_\_