

# Public Tender Documents for Military Materiel Items (Version 2.0)

# Common documents (Pilot)

table of contents table of contents	
chapter i. instructions to suppliers bidding	1
I. Description	. Explain
1	
ii. contents of solicitation documents and clarification	s and
modifications	3
III. Basic requirements for tender documents	4
IV. Submission of tender documents	7
V. Bid opening and evaluation	8
VI. Finalization of bids	22
VII. Challenges, Complaints and Complaint Review	23
VIII. Signing of contracts	26
ix. competence to interpret	26
Attachment 1 Confirmation of corrections to soli	citation
documents	27
Attachment 2 Challenge Letter (Form)	28
Attachment 3 Complaint (Form)	29
chapter ii. general conditions of contract	30
I. Definitions	30
II. Material Cataloging and Coding, Coding and Labeli	ng
Requirements	30
III. Performance acceptance	31
IV. Confidentiality provisions	32
v. intellectual property rights	32
VI. Variation and termination of the contract	33
VII. Performance monitoring	34

viii. subcontracting and sub-subcontracting	34
IX. Liability for breach of contract	34
X. Dispute settlement	35
chapter iii contents and format of tender documents	36
I. Price documentation	37
II. Commercial technical documentation	44
III. Documentation of qualifications	60

# chapter i. instructions to suppliers presenting tenders

#### I. Description Explanation

- 1. summarize
- 1.1 This document applies to open tender procurement projects for military materiel and is used to clarify general organizational procedures and implementation requirements. Bidding suppliers should be fully informed about the procurement project in conjunction with the documents specific to the procurement project's bidding documents.
- 1.2 Each participant in the bidding and tendering process shall be obliged to keep confidential the national, military and commercial secrets learned in the bidding and tendering process, as well as other contents that should be kept confidential in accordance with the law, and violators shall bear the corresponding legal responsibility.
  - 2. define
  - 2.1 "Procurement item" means the goods and related services to be procured as described in this solicitation document.
  - 2.2"Procuring agency" means the procuring agency or agent that organizes the solicitation.
  - 2.3"Procurement unit" means the unit of requirement for the procurement of goods and related services.
- 2.4"Tendering supplier" means a supplier that has obtained the required solicitation documents from the procuring organization and has submitted the tender documents.
  - 2.5"Pre-successful supplier" means a supplier whose tender has

## to suppliers

presenting tenders been evaluated and awarded the tender.

- 2.6"Successful vendor" means a bidding vendor that has been evaluated and awarded a contract.
- 2.7 "Supplies" means items in various forms and types, including equipment, products, spare parts, tools, manuals, etc., provided by the successful supplier in accordance with the solicitation documents.
- 2.8 "Services" means the obligations of transportation, installation, commissioning, technical assistance, training, maintenance and supply of spare parts that the successful supplier shall undertake in accordance with the provisions of the solicitation documents.
  - 3. Qualified Bidding Vendors
  - 3.1 Be able to comply with relevant laws and regulations of the state and the military and the relevant provisions of this tender.

- presenting tenders
  3.2 Comply with the qualifications of the bidding suppliers as stated in the special document [Preliminary Schedule of Instructions to Bidding Suppliers] of the bidding documents.
  - 3.3 Be able to assume all responsibilities and obligations specified in the bidding documents and the procurement contract.
  - 4. Eligible materials and their related services
- 4.1 Bidding suppliers should have legal ownership of the materials they provide, without infringing on any third party's intellectual property rights, technical secrets or other rights, and without any property rights defects such as mortgages, liens or seizures.
- 4.2 The materials provided by the bidding vendor shall be new and unused, and the materials and related services shall meet the requirements of the bidding documents.
  - 5. Bidding commission
  - 5.1 If the representative of the bidding supplier is not the legal representative, the Legal Representative shall be provided in the bidding document.

Authorization letter of the representative", followed by the authorized representative of the bidding in the 4 months before the bidding (excluding the month of bidding) for 3 consecutive months by the bidding supplier to pay social security certificates. Proof of social security payment on behalf of the supplier will not be recognized.

- 6. tender fee
- 6.1 Regardless of the outcome of the bid, the bidding vendor shall bear all costs associated with preparing and participating in the bid.

# to suppliers

- presenting tenders
  7. Organize site visits or pre-bid Q&A sessions
- 7.1 The procuring agency may organize on-site inspections or prebid question-and-answer sessions for bidding suppliers who have obtained the bidding documents after the deadline for applying for the bidding documents specified in the [Preliminary Schedule of Instructions to Bidding Suppliers].
- 7.2 Suppliers who have applied for bidding documents will be required to attend the site visit or pre-bid Q&A session as specified in the [Preliminary Schedule of Instructions to Bidding Suppliers]; if they do not attend, they will do so at their own risk.
- 7.3 Bidding suppliers are responsible for the cost of on-site survey or attending the pre-bid Q&A session, and they are also responsible for the personal injury and property loss occurred during the on-site survey.

- presenting tenders
  7.4 The procuring agency shall not be responsible for inferences, understandings and conclusions drawn by the bidding suppliers on their own, outside the solicitation documents or the final written response. Bidding suppliers who do not attend the site visit or the prebid question-and-answer session shall not, under any pretext make unreasonable demands for additional whatsoever, compensation or extension of the contract period once the bid has been awarded.
  - 8. Information dissemination and media
- 8.1 During the period of participation in procurement activities, bidding suppliers shall pay timely attention to the information related to the project published in the media specified in the [Preliminary Schedule of Instructions to Bidding Suppliers].

# II. Contents of solicitation documents and clarifications and modifications

- 9. Contents of solicitation documents
- 9.1 The solicitation document consists of three parts: a special note, a general document and a special document, which sets out the general description of the project for open tendering of military materiel, and a special document, which sets out the specific conditions and requirements of the project. If the contents of the general document and the special document are inconsistent, the special document shall prevail.
- 9.2 Bidding documents are prepared in Chinese. To facilitate the preparation of bidding documents by bidding suppliers, the procuring organization may provide bidding suppliers with an electronic version

to suppliers

of the solicitation documents, and if the contents of the paper version and the electronic version of the solicitation documents are inconsistent, the paper version shall prevail.

- 10. Clarifications and modifications of solicitation documents
- 10.1 If suppliers have questions about the bidding documents and request clarification, they should submit the following information in the [Instructions to Bidding Suppliers].

SCHEDULE] notify the procuring organization in writing 10 days before the specified deadline for submission of tenders, and the procuring organization shall provide clarification in an appropriate manner, as appropriate. If necessary, without identifying the source of the question, the procuring entity may notify all suppliers who have applied for the solicitation documents of the content of the response, either by public notice or in writing.

- 10.2 Prior to the deadline for submission of bids, the procuring organization may make necessary clarifications and modifications to the issued solicitation documents.
- 10.3 If the clarification does not affect the preparation of the tender documents, the procuring organization may notify all suppliers who have applied for the solicitation documents by means of a clarification announcement or a written communication. The clarification is an integral part of the solicitation documents.

- 10.4 If the clarification or modification may affect the preparation of the bidding documents, the procuring organization will submit the bidding documents in the
- (b) 15 days before the deadline for submission of tender documents, publish a public notice and notify in writing all suppliers who have applied for the tender documents.

The deadline for submission of bidding documents will be extended accordingly if it is less than 15 days.

10.5 If the subject matter of the procurement, key technical parameters and qualification conditions need to be revised, the procuring organization will re-issue the solicitation notice and notify all suppliers who have applied for the solicitation documents in writing.

## III. Basic requirements for tender documents

- 11. Preparation requirements
- 11.1 Bidding suppliers shall read the bidding documents carefully and prepare the bidding documents truthfully and in accordance with the law after fully understanding all the contents.
  - 12. Language of tender documents and unit of measure
- 12.1 Tender documents and correspondence between the tender supplier and the procuring entity concerning the tender are written in Chinese. Where necessary, relevant materials in other languages may be provided, but a Chinese translation that accurately expresses the original meaning of the original text shall be provided at the same time; in the event of any disagreement between the interpretation of the

#### to suppliers

original text and the Chinese translation, the Chinese translation shall generally prevail; in the event of any apparent translation error in the opinion of the procuring organization or the evaluation committee, the original text shall prevail. If no Chinese translation is provided, the text is invalid.

- 12.2 The units of measurement used in the bidding documents, except for the special requirements in the bidding documents, are the legal units of measurement of the People's Republic of China.
  - 13. Composition of tender documents
- 13.1 Bidding documents generally consist of three parts: price documents, commercial and technical documents, and qualification documents. Each part should be catalogued separately, and the specific requirements are detailed in chapter III on the contents and format of the tender documents.
  - 14. Preparation of tender documents
- 14.1 Tender suppliers shall prepare their tender documents in accordance with the contents and requirements of article 13.1 of the solicitation documents and the format specified in chapter III.
  - 14.2 Bidding documents should be neat, standardized, uniform, clear, printed on A4 size paper, pages

presenting tenders
They shall be non-extractable and shall not contain loose-leaf pages. Commercial and technical documents and qualification documents should be bound in a bound volume; price documents with more than 10 sheets should also be bound in a bound volume, and those with fewer than 10 sheets should be bound or bound in a bound volume.

- 14.3 Bid documents should be printed or completed in black or blueblack ink.
- 14.4 The Tender Opening Schedule form should be completed in accordance with the prescribed elements, among others:
  - (1) The columns of the table may not be added, subtracted or reordered.
- (2) Bidding documents have been clear material details, should be strictly in accordance with the clear name of the material to fill in the contents of all lines, not to increase or decrease their own, adjust the order does not affect the validity of the bid; not clear material details, fill in the contents of their own lines, should contain all the materials voted.
  - (3) Cells with the same content can be merged.
  - (4) No annexes may be added.
- 14.5 The original bidding documents shall be printed and, in accordance with the provisions of the bidding documents, shall be stamped with the official seal of the bidding supplier and shall be signed by the representative of the bidding supplier. If it is signed by the legal representative of the bidding supplier, it shall be accompanied by a certificate of identity of the legal representative; if the representative of the bidding supplier is not the legal

#### to suppliers

representative of the bidding supplier, a power of attorney of the legal representative shall be provided. The copy of the bidding document may be a copy of the original stamped and signed document. The original and copies of the tender documents shall be bound separately.

14.6 Bidding suppliers shall submit one original bidding document and the number of copies and electronic copies shall be shown in the [Preliminary Schedule of Instructions to Bidding Suppliers]. The word "original" or "copy" shall be clearly marked on the upper right corner of the cover of both the original and the copy of the tender document. When the copy and the original are inconsistent or the electronic version of the document is inconsistent with the original paper document, the original paper document shall prevail.

14.7 The original of the tender document should be stamped with a seal (if each page is stamped with the official seal, it can be left unsealed), and it should not be altered, added or deleted arbitrarily. If there is any modification of errors or omissions, it should be signed by the legal representative (signature or seal) or authorized representative (signature).

## 15. Bid validity period

15.1 The period of validity of a tender shall commence on the date of the deadline for submission of tender documents. The period of validity of the tender committed in the tender documents shall be not less than the period of validity of the tender set forth in the [Preliminary Schedule of Instructions to Tenderers], otherwise

The bid is considered invalid.

- 15.2 If the bid validity period needs to be extended, the procuring organization may consult with the bidding supplier and confirm in writing that the validity period of the bid security is extended accordingly. The refusal of the bidding supplier to extend the validity period shall not affect the refund of the bid security. Bidding suppliers who agree to extend the validity period may not modify the bidding documents.
  - 16. tender offer
  - 16.1 All quotes are in RMB currency.
- 16.2 All unit prices and total prices are required to be filled in according to the format of the bid opening list. The quoted price shall include payment, standard accessories, spare parts, special tools, packaging, installation, commissioning, training, warranty and other costs and taxes.
- 16.3 Bidding suppliers are only allowed to have a unique offer for the same type of material; any selective offer or offer with additional conditions will be considered invalid.
  - 16.4 Other requirements for the tender offer are set out in the [Preliminary Schedule for Tender Vendors].
  - **%17.** Bid bond
  - 17.1 Bid bond requirements are set forth in the [Preliminary Schedule of Instructions to Bidding Vendors].
  - 17.2 Bid bonds shall be paid in a non-cash manner. Taking banks, financial institutions, guarantees

If payment is to be made by means of a letter of guarantee issued by an

## to suppliers

presenting tenders organization, an original copy of the letter of guarantee must be provided and submitted separately at the time of bidding.

17.3 The bidding deposit of the successful supplier shall be fully discharged within 5 working days after the signing of the formal contract.

The bid deposit of unsuccessful suppliers will be refunded in full without interest within 5 working days after the procurement organization has issued the notice of unsuccessful bid. The bid security of unsuccessful suppliers will be refunded in full, without interest, within five working days of the issuance of the notification of unsuccessful bid by the procuring organization.

- 17.4 The bid deposit will not be refunded in any of the following cases:
  - (c) If the bidding supplier withdraws its bidding documents after the opening of the bids and during the period of validity of the bids;
  - (2) The bidding supplier interferes with bid opening or evaluation activities, causing serious impact and consequences;
  - (3) False bids or collusive bidding;
  - (4) The winning (pre-awarded) supplier abandons the winning bid without a valid reason;
  - (5) The winning supplier does not enter into a contract with the procurement unit without a valid reason, and at the time of signing the contract, the supplier provides the procurement unit with an explanation of the reasons for not entering into the

chapter i. instructions to suppliers presenting tenders

contract.

- (c) The purchasing unit imposes additional conditions or fails to submit a performance bond as required by the solicitation documents;
  - (6) Other violations of state and military laws and regulations.

## IV. Submission of tender documents

- 18. Sealing and marking of tender documents
- 18.1 The "price documents" in the bidding documents shall be separated from the "commercial and technical documents" and "qualification documents", packed in separate sealed packages, and the official seal of the bidding supplier shall be stamped on the seal of the envelope. The seal of the bidding supplier shall be affixed on the seal of the envelope.
- 18.2 Bidding documents should be written on the envelope of the name of the project, the project number, the package number, the name of the bidding supplier, as well as the "price documents", "business and technical documents" or "qualification documents "and the words "unsealed at the opening of the tender".
- 18.3 If the evaluation method is quality first, the bid opening list is divided into two parts: "Bid opening list (without price)" and "Bid opening list (with price)", and "Bid opening list (without price)" shall be sealed and packaged separately. The "Tender opening list (without price)" shall be sealed and packaged separately, and the words "Tender opening list (without price)" shall be indicated on the cover. Other requirements are the same as those in Articles 18.1 and 18.2. The "Tender Opening Schedule (without price)" and the "Tender Opening Schedule" shall be sealed in a separate package with

#### to suppliers

the words "Tender Opening Schedule (without price)" on the cover. (including price)", other than unit price, amount and total bid price, other substantive content should be consistent, otherwise it is regarded as invalid bid.

- 18.4 Bidding suppliers shall deliver the bidding documents to the place designated by the procuring organization before the deadline for submission of bidding documents specified in [Preliminary Schedule of Instructions to Bidding Suppliers]. Late submission of tender documents will be rejected by the procuring agency.
  - 18.5 Bidding documents in the form of telegrams, telephone calls, telexes and postal mail will not be accepted.
  - 18.6 The purchasing agency will reject the bid documents if they are not sealed and marked as required.
  - 19. Modification and withdrawal of tender documents
- 19.1 Before the deadline for submission of tenders, tender suppliers may supplement, modify or withdraw the tender documents submitted, and the supplements or modifications shall be submitted in writing to the procuring agency, signed and sealed in accordance with the requirements of the solicitation documents, and shall form an integral part of the tender documents.

- 19.2 Substantial modifications to the content of the tender documents will not be accepted by the procuring organization after the deadline for submission of tenders.
- 19.3 Bidding suppliers to modify the bidding documents in writing, should be sealed to the bidding location, and in the cover marked with the name of the project, the project number, the name of the bidding supplier and the "bidding modification documents" "open at the time of the opening of the bidding" words.
- 19.4 A tenderer shall notify the procuring agency in writing of the withdrawal of its tender. In the case of withdrawal by telegram or facsimile, it shall be supplemented by an official document of withdrawal by the legal representative (signature or seal) or authorized representative (signature). The time of withdrawal of the tender shall be determined by the time when the written notice of withdrawal of the tender supplier reaches the procuring agency.
  - 19.5 After the opening of bids, the bidding suppliers may not withdraw their bids, otherwise the bid deposit will not be refunded.

## V. Tender opening and evaluation

#### 20. tenders

20.1 If fewer than three tender suppliers successfully submit tender documents, the opening of tenders shall not normally be organized.

Except in cases where the circumstances of Article 20.4 are satisfied. The procuring agency organizes the opening of tenders at the time and to suppliers

place specified in the [Preliminary Schedule of Instructions to Tenderers], with the participation of representatives of tenderers and interested parties. Members of the evaluation committee shall not participate in the bid opening.

20.2 At the time of the opening of bids, the sealing of all bidding documents is checked by the bidding suppliers or their elected representatives and the results are announced on the spot. After confirming that there are no errors, the bidding documents are unsealed in public, and the entire contents of the "Bid Opening List" in the price documents are read out, and any information on the bidding price that is not read out at the bid opening is invalid.

In the case of evaluation using the quality priority method, the first opening of bids: the ''list of bid openings (excluding prices)'' is unsealed in public, and the name of the bidding supplier, the bidding package number (package name), and the specifications of the main products are read out and announced, while the ''price documents' are not unsealed. Second opening of bids: after the commercial and technical evaluation, on-site announcement of the commercial and technical scores and technical ranking, announcement of the bidding suppliers whose technical scores have reached the qualifying scores or rankings stipulated in the bidding documents, and opening of their 'Bid Opening List (including prices)'', and announcement of the bidding prices.

presenting tenders 20.3 If the bidding suppliers have any objections to the bid opening process, they shall raise them at the bid opening site, and the procuring organization shall reply on the spot. The procuring organization shall at the same time make a record of the opening of bids and print out the Bid Opening Record Sheet and issue it to all representatives of the bidding suppliers for checking, and all representatives of the bidding suppliers shall sign to confirm after checking that there is no error. If the Bid Opening Record Form is not signed by the legal representative (signature or seal) or the authorized representative (signature), the bidding supplier's bid is considered invalid, except for special reasons that do not allow access to the bid opening site.

20.4 Bidding vendors or only 2 bidding vendors that have passed the qualification and compliance review and have been prequalified.

For projects with an amount of less than 5 million yuan, or for projects where the procurement is reorganized and there are still only two bidding suppliers responding, the procuring agency shall organize the members of the evaluation committee to validate the solicitation documents and, based on the validation, deal with them in the following manner:

(1) If the evaluation committee finds that the solicitation documents contain no preferential or exclusive clauses and that the procedures for the selection of suppliers are compliant, the procuring agency may reissue the solicitation, or the procuring agency may report it to the higher-level procurement administration for approval

#### to suppliers

and, with the consent of the procuring unit, engage in competitive negotiations with the two suppliers without changing the qualification conditions of the bidding suppliers or the procurement requirements. The procuring organization shall indicate the change of procurement method and subsequent evaluation in the evaluation report. If the evaluation committee or the procurement agency believes that there is a risk of inflated prices, it may propose a price settlement by way of price review.

(2) The evaluation committee considers that there are unreasonable provisions in the solicitation documents or that the solicitation procedure is not in order

If so, the procuring agency corrects the situation and then rebids the contract in accordance with the law.

- 21. Evaluation Principles and Methods
- 21.1 Evaluation Principles
  - (1) The evaluation activities follow the principles of fairness, impartiality, science and meritocracy.
- (2) The evaluation shall be conducted strictly in accordance with the evaluation methods, procedures and criteria specified in the solicitation documents. The evaluation methods, procedures and criteria specified in the solicitation documents may not be modified by voting or other means; evaluation methods, procedures and criteria not specified in the solicitation documents may not be used as the basis for evaluation.
  - (3) Consistency in the basis and scale of evaluation of all tender documents.

chapter i. instructions
to suppliers
presenting tenders

(4) Interpretation and clarification of the solicitation and tender documents, without altering the original meaning of the documents.

The principle should be in favor of the bidding suppliers.

## 21.2 Evaluation Methodology

The procuring organization specifies one of the following evaluation methods in the [Preliminary Schedule of Instructions to Bidding Suppliers]:

- (1) Comprehensive scoring method, refers to the bidding documents to meet the qualification and compliance requirements of the bidding documents, the bidding supplier with the highest score according to the evaluation criteria of the comprehensive evaluation, as the evaluation method of the pre-awarded supplier. A percentage scoring system is used.
- (2) The quality priority method refers to the evaluation method of evaluating suppliers whose bidding documents satisfy the qualification and compliance requirements of the bidding documents firstly without considering the price factor, in accordance with the commercial and technical evaluation criteria, eliminating the suppliers whose scores ranked lower in the technical evaluation, and then evaluating them in accordance with the price evaluation criteria, and then evaluating the winning suppliers comprehensively.
- (3) The lowest evaluated price method is an evaluation method in which the bidding documents satisfy the qualification and conformity requirements of the solicitation documents, and the bidding supplier with the lowest bid is selected as the pre-awarded supplier.
  - 22. Evaluation Criteria
  - 22.1 For qualification criteria, see [Preliminary Schedule of

presenting tenders Instructions to Bidding Vendors].

- 22.2 For conformity review criteria, see [Preliminary Schedule of Instructions to Bidding Vendors].
- 22.3 Evaluated using a combined scoring method/quality first method:
  - (1) For commercial evaluation criteria, see [Preliminary Schedule of Instructions to Tenderers].
  - (2) For technical evaluation criteria, see [Preliminary Schedule of Instructions to Tenderers].
  - (3) For price evaluation criteria, see [Preliminary Schedule of Instructions to Tenderers].

## 23. evaluation process

23.1 The evaluation is organized in accordance with the basic procedures of qualification examination, convening a preparatory meeting for the evaluation, reviewing the bidding documents, conformity examination, commercial and technical evaluation, price evaluation, reviewing the results of the evaluation, issuing an evaluation report, announcing the results of the evaluation and publicizing the results of the evaluation.

## 24. Eligibility

24.1 After the opening of bids, the procuring organization, based on the qualification criteria set forth in the bidding documents, shall examine the bids for the supply of the goods and services.

The qualifications of the respondent are reviewed.

- (1) Bidding vendors that pass the qualification review proceed to the subsequent evaluation; those that do not pass the qualification review are not allowed to proceed to the subsequent evaluation.
  - (2) The reviewer shall sign off on the results of the qualification review and submit them to the evaluation committee.
- (3) Reviewers should be on the spot to the bidding supplier did not pass the qualification examination to inform the results of the examination and the reasons for failure, the bidding supplier to sign to confirm; refused to sign to confirm, without prejudice to the results of the qualification examination, the reviewers faithfully recorded and deposited in the procurement file. If the bidding supplier has doubts, the reviewer shall answer them on the spot.
- 24.2 In the course of the solicitation process, suppliers shall promptly inform the procuring organization in writing of any significant changes, such as mergers, divisions or bankruptcies.
  - 25. Convene a preparatory meeting for the review
- 25.1 The procuring agency organizes a preparatory meeting of the evaluation committee for the evaluation. The procurement unit or procurement agency introduces the procurement project, and the procurement agency highlights the evaluation criteria and evaluation procedures, and introduces the main contents of the solicitation documents and the responses to challenges. All members of the evaluation committee elect the head of the evaluation committee by voting in real names in accordance with the principle of majority rule.
  - 26. Review of solicitation documents

#### to suppliers

- 26.1 The evaluation committee reviews the solicitation documents prior to the commencement of the evaluation and focuses on familiarizing itself with and understanding the requirements for conformity examination of the solicitation documents, invalid bidding clauses and evaluation criteria.
- 26.2 If the members of the evaluation committee are unclear or need clarification on matters relating to the solicitation documents, they may request the procuring organization or the procuring entity to provide a written explanation; if the solicitation documents involve technical parameters, technical solutions or other issues, they shall request the procuring entity to provide a written clarification. The written explanation or clarification shall not alter the original meaning of the solicitation documents or affect the objective and fair evaluation. Written explanations or clarifications still can not resolve the ambiguities or significant deficiencies in the solicitation documents, resulting in the evaluation of the work can not be carried out, shall terminate the evaluation of the work, in the evaluation report in writing to explain the situation, and the solicitation documents proposed to modify the views. The procuring organization shall record this.

## 27. Conformity review

- 27.1 Deviations from and substantial responses to bidding documents:
- (1) Negative deviations are not permitted from the provisions of the solicitation documents marked with an asterisk (\*), to which the bidding supplier should make a substantive response, and the bid is considered invalid if it fails to make a substantive response.
- (2) The number of negative deviations from the terms and conditions indicated by a non-"\*" sign in the bidding document shall be in accordance with the requirements specified in the [Preliminary Schedule of Instructions to Bidding Suppliers], otherwise the bid shall be considered invalid.
- 27.2 Upon completion of the qualification examination by the procuring agency, the evaluation committee shall, on the basis of the conformity examination criteria set forth in the solicitation documents, conduct a conformity examination of the bidding documents of the bidding suppliers that have qualified from the qualification examination to determine whether they meet the substantive requirements of the solicitation documents.
- (1) The bidding vendor's bid shall not be judged invalid on the basis of unspecified and non-substantive terms of the solicitation documents.
- (2) Those that fail the conformity examination shall not be allowed to proceed to the subsequent evaluation. The head of the evaluation committee shall inform the bidding suppliers who have failed the conformity examination of the results of the examination and the reasons for failure on the spot, and the bidding suppliers shall

#### to suppliers

sign to confirm the results. If the bidding supplier has doubts, the Evaluation Committee shall answer them on the spot. If the bidding supplier refuses to sign to confirm, it shall not affect the result of the conformity examination, and the evaluation committee shall record it in the evaluation report as if it were a fact.

- 28. Explanations and clarifications
- 28.1 The evaluation committee shall request the bidding supplier to make the necessary clarifications, explanations or corrections to the contents of the bidding documents that are unclear in meaning, inconsistent in the presentation of similar issues, or have obvious textual or computational errors.
- 28.2 The clarifications, explanations or corrections of the bidding supplier shall be in writing and shall be signed by the legal representative (signature or seal) or the authorized representative (signature). If not signed, the clarification, explanation or correction is invalid.
- 28.3 Valid written clarifications, which are supplementary to the tender documents, become an integral part of the tender documents.
- 28.4 In the following cases, the bidding documents do not require clarification from the bidding vendor and are arithmetically corrected in accordance with the following provisions:

- presenting tenders

  (1) If the contents of the bid opening list in the bidding documents are inconsistent with the corresponding contents in the bidding documents, the bid opening list shall prevail.
- (2) If the upper case amount and lower case amount of the bid document do not agree, the upper case amount shall prevail, but if there is a clerical error in the upper case amount that makes the amount impossible to determine, the lower case amount shall prevail.
- (3) If the total price amount is inconsistent with the amount summarized according to the unit price, the unit price summary amount shall prevail, but if there is a miscalculation in the unit price summary amount and it is obvious that there is a human error, the total price amount shall prevail; if there is an obvious misplacement of the decimal point in the unit price amount, the total price amount shall prevail.
  - (4) In case of disagreement as to the interpretation of the tender documents in different language versions, the Chinese version shall prevail.

In the event of simultaneous occurrence of the circumstances in subparagraph (2)(3) of this article, the amendment shall be made in accordance with the provisions of subparagraph (2). The evaluation shall continue after the amendment has been confirmed by the bidding supplier, and if the bidding supplier does not confirm it, its bid shall be invalid.

- 28.5 The following shall not be allowed when the Jury organizes a clarification:
  - (1) (c) Rejection of the explanations and interpretations of the

## to suppliers

presenting tenders solicitation documents by the procuring agency or the procurement unit;

- (2) Requesting or accepting from the bidding supplier clarifications, explanations, corrections that go beyond the scope of the bidding documents, differ from the original meaning of the bidding documents, or change the substantive content of the bidding documents:
  - (3) Implying or inducing clarifications, explanations, corrections from the bidding suppliers;
  - (4) Accepting clarifications, explanations and corrections at the initiative of the bidding supplier.
  - 28.6 The Evaluation Committee shall not request clarification from the Tender Provider on the following:
- (1) Substantial elements of the bid price, price discounts, and alternative bid packages permitted by the bidding documents that were not read at the time of the bid opening;
  - (2) The bidding documents do not respond to the technical parameter indicators and commercial requirements specified in the bidding documents;
  - (3) Supporting documents for qualification and compliance review requirements not provided in the bid documents.

## 29. Commercial and technical evaluation

The evaluation committee conducts commercial and technical evaluation of the bidding documents (excluding price documents) submitted by bidding suppliers that have passed the qualification and conformity examination in accordance with the evaluation methods

chapter i. instructions
to suppliers
and standards specified in the bidding documents.

presenting tenders
The evaluation committee shall, in accordance with the requirements of the bidding documents, review and confirm the contents of the bidding suppliers in accordance with the bidding documents. Among them, the business evaluation committee shall conduct business evaluation in accordance with the business evaluation standard, and the technical evaluation committee shall conduct technical evaluation in accordance with the technical evaluation standard. Evaluation committee members should fill out the evaluation work, detailed records of scoring, as well as the formation of the process, the basis for calculation and the ranking of the bidding suppliers, and sign to confirm. **Members of the evaluation** committee shall not collectively discuss, communicate or coordinate, except where there are ambiguities in the commercial and technical evaluation.

29.1 When evaluated using the combined scoring method/quality first method:

Commercial and technical scoring item response evaluation. The evaluation committee calculates the scores for the commercial and technical scoring items in accordance with the evaluation criteria set out in the solicitation documents.

If the rating of a member of the evaluation committee on the commercial or technical aspects of the same bidding supplier deviates by more than 20% from the average of the ratings of all the members of the evaluation committee, the average of the ratings of the other members of the committee shall be taken as the rating of the member; if the ratings of all the members of the committee deviate by more than

#### to suppliers

20%, the average of the ratings of all the members of the committee shall be taken as the calculation.

Specific evaluation process of adopting the quality priority method: firstly, without considering the price factor, for the bidding suppliers who have passed the qualification and conformity examination, after evaluating the bidders according to the commercial and technical evaluation criteria, the commercial and technical scores and technical rankings will be announced on the spot and the bidders who have failed to reach the qualification scores or scores ranked at the bottom of the list will be announced to have their bids eliminated in accordance with the qualification scores specified in [Preliminary Schedule of Bidding Supplier's Instruction] or the specified rankings. Suppliers, after the second bid opening, will be evaluated according to the price evaluation criteria.

29.2 When evaluated using the lowest evaluated price method:

The evaluation committee shall determine whether the commercial and technical indicators are substantially responsive in accordance with the evaluation criteria set forth in the solicitation documents; if necessary, the technical indicators shall be ranked in order of merit.

\*29.3 Sample Evaluation. Unless otherwise specified in the [Preliminary Schedule of Instructions to Bidding Suppliers], the evaluation of samples shall be conducted blind. Bidding suppliers shall provide samples with distinctive markings, nameplates and labels, etc., masked, and the purchasing agency will standardize the numbering of the samples prior to their evaluation, and the evaluation committee will conduct a blind evaluation in accordance with the evaluation

chapter i. instructions to suppliers presenting tenders

criteria for the samples.

29.4 Same brand or core product review.

presenting tenders

(1) In the case of procurement projects for a single variety of materials, if different bidding suppliers provide products of the same brand, the number of bidding suppliers shall be counted as one bidding supplier. Bidding suppliers offering different brands of products to reach three or more continue to organize the evaluation. Among them, the use of comprehensive scoring method, quality priority method, should be scored by all the bidding suppliers of the same brand, the score (comprehensive scoring method for the total score, quality priority method for commercial and technical points) the highest bidding suppliers to participate in the subsequent evaluation; the evaluation of the lowest price method, by all the bidding suppliers of the same brand of the lowest bidding suppliers to participate in the subsequent evaluation. If the bidding suppliers of the same brand have the same score or offer, the evaluation committee shall determine one bidding supplier to participate in the subsequent evaluation in accordance with the manner specified in the [Preliminary Schedule of Instructions to Bidding Suppliers]. If there are only 2 brands of products, the evaluation committee shall determine the bidding suppliers in accordance with

The methodology specified in Article 20.4 shall be implemented.

(2) For the procurement of multiple varieties of materials, the core products are listed in the [Preliminary Schedule for Bidding Suppliers]. If the core products provided by multiple bidding suppliers are of the same brand, or if the bidding documents do not specify the core products, or if the amount of the products of the same brand provided by different bidding suppliers exceeds 50% of their respective

# to suppliers

quotations, the amount shall be calculated according to the calculation of one bidding supplier, and the calculation shall be executed according to the previous article.

29.5 The members of the evaluation committee shall be consistent in their scoring of the objective scores; financial status, technical deviations and performance shall be based on the financial statements, test reports, qualification documents, original or copies of contracts, and relevant supporting materials provided by the bidding suppliers. Other subjective scores that need to be judged with the help of specialized knowledge should be evaluated independently in strict accordance with the scoring rules.

# 30. price assessment

After the commercial and technical evaluations are completed, the staff will submit the "price document" to the evaluation committee. The evaluation committee organizes the price evaluation and checks whether the content of the offer is accurate and reasonable.

30.1 The price score of the comprehensive scoring method and the quality priority method is calculated using the low price priority method, i.e., the lowest price offered by the bidding supplier that meets the substantive requirements of the bidding documents is the evaluation base price, and its price score is a full mark.

(standardized score). The price score of other bidding

suppliers is calculated in accordance with the following formula: Price score = (evaluation base price/quotation) x standard score value

If there is an arithmetic correction in Article 28.4, the arithmetic correction shall be used to calculate the Evaluation Base Price and

chapter i. instructions to suppliers presenting tenders

the

# to suppliers presenting tenders

Tender offer.

- 30.2 The price evaluation of the lowest evaluated price method is ranked in descending order of the bids.
- 30.3 If the evaluation committee considers that the bidding supplier's quotation is lower than 40% of the average quotation of all other bidding suppliers who have passed the qualification and conformity examination, which may affect the quality of the products or may not be able to fulfill the contract in good faith, the evaluation committee shall request the bidding supplier to provide a written explanation of the reasonableness of the quotation and a commitment of performance guarantee within a specified period of time, and to submit the relevant supporting materials if necessary. If the bidding supplier fails to provide the required information or the evaluation committee considers that it cannot prove the reasonableness of its quotation, the bid shall be invalidated.
  - 30.4 Bidding vendors whose bids exceed the budget will be handled in the following manner:
- (1) Bidding suppliers bidding quotes are over the budget, the evaluation committee and the procurement agency should be combined with market research, bidding suppliers offer materials and other comprehensive analysis and judgment, that bidding suppliers quotes are reasonable, the letter to the procurement unit to ask whether the budget can be supplemented, the procurement unit letter confirming the additional, continue to evaluate; that bidding suppliers quotes are unreasonable or the procurement unit can not be supplemented, the termination of the evaluation.

# to suppliers

- (2) If the bidding price of some bidding suppliers exceeds the budget, the evaluation shall continue. After evaluation, the presuccessful supplier quotes do not exceed the budget, the evaluation results are valid. The pre-successful supplier's quotation exceeds the budget, and if the procurement unit confirms in writing that it is able to make additions, the evaluation results shall be valid; if it is not able to make additions, the procurement unit may determine the successful suppliers in turn according to the ranking results of the evaluation, but the number of the remaining valid suppliers shall be up to two times the number of the suppliers that need to be made up, or else the procurement agency shall re-organize the procurement.
- (3) If the unit price or amount of some products in the same procurement item exceeds the budget, but the total amount of the winning bid does not exceed the budget, the procurement item is deemed to be within the budget.

# 31. aggregated score

31.1 The total evaluation score of the bidding suppliers is the sum of the scores of the bidding price, commercial and technical scoring items. The scoring score is calculated by retaining two decimal places, and the third decimal place is "rounded up".

# 32. Review of evaluation results

32.1 The Evaluation Committee will check the evaluation scores, focusing on cases such as scoring errors in objective scores, calculation errors in score summarization, higher quoted prices and pre-successful bids, or lower quoted prices and unsuccessful bids, etc., and will make a decision in the evaluation.

# to suppliers presenting tenders

Reasons are given in the report.

- 32.2 The procuring organization shall review the evaluation results of the evaluation committee, focusing on whether the information recorded in the evaluation draft is complete, whether there is any error in the conformity review, whether the information filled in by the bidding suppliers is consistent with the judgment of the evaluation committee members, whether the objective scores are consistent, whether the calculation of the summary scores is correct, whether the scores are abnormally high or abnormally low and other circumstances, and if there are any problems, it shall request the evaluation committee to make written explanations on the spot and corrections, the evaluation committee has objections to the results of the review. If the review committee has any objection to the review results, the review results of the procuring organization shall prevail, and the procuring organization shall issue a written opinion stating in detail the reasons for the objection and the way to deal with it, and both parties shall sign to confirm. If the evaluation committee refuses to sign the confirmation, the procuring organization shall record the fact and deposit it in the procurement file.
  - 33. Recommendation of pre-successful vendors

Based on the reviewed evaluation results, the Evaluation Committee will rank the bidding suppliers and recommend the preawarded suppliers.

33.1 When evaluating by the comprehensive scoring method and the quality priority method, the evaluation committee will rank the bidding suppliers with the highest scores in ascending order to suppliers

according to the total scores of commercial, technical and price evaluations, and the bidding suppliers with the highest scores will be regarded as the pre-successful suppliers; in case of the same total scores, the bidding suppliers will be ranked in ascending order according to the scores of the technical evaluation; in case of the same scores of the technical evaluation, the bidding suppliers will be ranked in ascending order according to the quoted prices. If the technical evaluation scores and quotations are the same, the presuccessful suppliers shall be determined in accordance with the manner specified in the special document. If the special document is not clear, it shall be determined by random selection.

When the lowest evaluated price method is used, the evaluation committee ranks the valid bids in descending order. The bidding supplier with the lowest bid will be the pre-awarded supplier. If the quotations are the same, according to the technical specifications If it is not possible to rank the technical indicators in order of merit, the pre-successful supplier shall be recommended in the manner specified in the special document. If it is not specified in the special document, it shall be determined by random selection. If the evaluation committee determines that the low price is a malicious competition, the bid is considered invalid.

33.2 Bidding suppliers whose quotations are more than 40% higher than the average quotation of all valid bidding suppliers shall not be recommended as pre-successful suppliers. When evaluating by the comprehensive scoring method or the quality priority method, the commercial and technical scores of the bidding suppliers are lower than the average of the commercial and technical scores of all the

chapter i. instructions to suppliers valid bidding suppliers by more than 30%.

# to suppliers presenting tenders

The bidding vendor shall not be recommended as a pre-awarded vendor.

33.3 Number of successful suppliers, price

Items of the same kind of material are usually not divided into packages, but the amount of procurement is large or the scope of protection is wide, and the 1

If the performance capability of a supplier cannot meet the requirements, more than two successful suppliers may be selected for a package, and the number or scope of tasks to be undertaken may be determined on the basis of the principle of decreasing ranking; the package may also be divided into several packages, with one supplier being identified for each package. The procuring organization shall set out the number of successful suppliers and the number or scope of tasks to be undertaken in the solicitation documents. Specific requirements are set out in the solicitation notice.

Where multiple vendors are determined to be successful, the number of vendors bidding is normally more than three times the number of successful bids;

If less than 3 but up to 2, in accordance with article 20.4 of this chapter; if less than 2, by reorganization.

Organized procurement. The number of suppliers evaluated as conforming to the requirements is usually more than twice the number of successful bids; the number of suppliers that do not conform to the requirements is usually more than twice the number of successful bids.

If the number of successful bids is less than two but more than one and a half, the procuring agency may negotiate with the procuring

## to suppliers

entity to reduce the number of successful bids accordingly, and then continue to organize the evaluation after written confirmation from the procuring entity, or else re-organize the procurement.

The winning suppliers may execute their respective offers or deal with them in the following manner:

- (1) If the quoted price is higher than or equal to the first presuccessful supplier, the winning price shall be the price quoted by the first pre-successful supplier, and if the quoted price is lower than the first successful supplier, the respective quoted price shall be implemented;
- (2) If the pre-successful supplier does not accept the offer of the first pre-successful supplier, it shall be deemed to give up the qualification for winning the bid, and the amount of its waiver shall be borne by the bidding suppliers in order of their evaluation ranking, starting from the first one.

The manner of determining the winning price for multiple bidding suppliers shall be unique and shall be set out in a document dedicated to the solicitation documents.

- 34. Issuance of evaluation reports
- 34.1 The evaluation committee prepares an evaluation report on the basis of the original bid evaluation records and evaluation results signed by all members. The main contents of the evaluation report shall be confirmed by the signatures of all members of the evaluation committee page by page. If the members of the Evaluation Committee have disputes on matters that need to be jointly determined, they shall make conclusions in accordance with the principle of majority rule. Dissenting members of the evaluation committee shall sign the

to suppliers

evaluation report and state the reasons for their dissenting opinions; if they only sign the report without stating their dissenting opinions or only state their dissenting opinions without stating the reasons for their dissenting opinions, they shall be regarded as having no opinions; if they do not sign the report, they shall be regarded as having no opinions.

# to suppliers presenting tenders

words do not affect the validity of the evaluation report.

- 35. Announcement of evaluation results
- 35.1 The head of the evaluation committee shall announce the results of the evaluation on the spot to all the bidding suppliers, including the evaluation ranking of the bidding suppliers and their quotations, and the list of invalid bidding suppliers and the reasons therefor. If the bidding suppliers have any doubts, the evaluation committee shall answer them on the spot.
  - 36. Invalid bid
  - 36.1 During the qualification process, the bid shall be treated as invalid, provided that

Except as provided for in Article 37 of this document:

- (1) Failure to seal in accordance with the requirements of the solicitation documents;
- (2) Failure to meet the qualification requirements set forth in the solicitation documents;
- (3) The authorization of the legal representative does not meet the requirements;
- (4) (c) Being a prohibited bidding supplier;
- (5) Failure to post a bid bond as required;
- (6) Those who do not meet the eligibility requirements set forth in national and military laws and regulations.
- 36.2 During the conformity review process, any of the following circumstances shall be treated as an invalid bid, except that Except as provided for in Article 37 of this document:

to suppliers

- presenting tenders
  (1) Failure to sign and seal the solicitation documents as required;
- (2) The bid validity period does not comply with the requirements of the bidding documents;
- (3) Substantial technical and commercial terms that do not meet the requirements of the solicitation documents;
- (4) (c) Otherwise does not meet the conformity requirements set out in the solicitation documents.
- 36.3 In any of the following cases, the bidding suppliers are colluding with each other and the bids are treated as invalid:
  - (1) (c) If the bidding suppliers agree among themselves on the winning supplier;
  - (2) A partial waiver of the bid or the winning bid is agreed between the bidding suppliers;

# to suppliers presenting tenders

- (3) (b) If the bidding suppliers of members of the same group make a coordinated bid in accordance with the requirements of the group;
- (4) (c) Other joint actions between bidding suppliers in an attempt to win a bid or to exclude particular bidding suppliers;
  - (5) Other cases stipulated by national and military laws and regulations.
- 36.4 In any of the following cases, the bidding suppliers shall be deemed to have colluded with each other in the bidding, and the bidding shall be treated as invalid:
- (1) Bidding documents of different bidding suppliers are prepared by the same organization or individual, as well as bids using the same encryption lock or having the same Mac address;
  - (2) Where different tender suppliers entrust the same organization or individual to handle the tender;
  - (3) (c) If the project management members set out in the bidding documents of different bidding suppliers are the same person;
  - (4) Bidding documents of different bidding suppliers are unusually consistent or bids are regularly different;
  - (5) (c) Mixing of bidding documents and signatures of different bidding suppliers;
  - (6) Bid bonds of different bidding suppliers are transferred from the accounts of the same organization or individual;
  - (7) Other cases stipulated by national and military laws and regulations.

# to suppliers

- 36.5 In any of the following cases, the bidding is collusive between the procuring organization, the procurement unit and the bidding supplier, and the bid is treated as invalid:
  - (1) Opening of tender documents prior to the opening of tenders and disclosure of relevant information to other tender suppliers;
  - (2) Directly or indirectly divulging information about the members of the evaluation committee to the bidding suppliers;
  - (3) Explicitly or implicitly, the bidding supplier lowers or raises the bid price;
  - (4) Authorizing a bidding supplier to withdraw or modify the bidding documents;
  - (5) Expressly or impliedly, a bidding supplier facilitates the winning of a bid by a specific bidding supplier;
  - (6) Expressly or impliedly, the evaluation committee facilitates the winning of a bid by a particular bidding supplier;
  - (7) Substantive negotiations with bidding suppliers on the procurement project prior to the opening of bids;
  - (8) Other acts of collusion with bidding suppliers in order to seek the award of a bid to a specific bidding supplier;
  - (9) Other cases stipulated by national and military laws and regulations.

# to suppliers presenting tenders

- 36.6 Any of the following circumstances is a false bid and will be treated as an invalid bid:
  - (1) Use of qualifications and credentials acquired through assignment or lease;
  - (2) The use of forged certificates, documents or seals;
  - (3) Providing false financials, test reports, performance or invoices;
  - (4) Providing false resumes and labor relations certificates for project leaders or key technical personnel;
  - (5) Providing a false credit profile;
  - (6) Providing false samples or borrowing or fraudulently using samples from other bidding suppliers;
  - (7) There is other falsification;
  - (8) Other cases stipulated by national and military laws and regulations.
- 36.7 Other circumstances specified in the solicitation documents that should be regarded as invalid tenders.
- 37. Special circumstances for passing the eligibility and conformity examination
- 37.1 Bidding documents shall be deemed to have passed the qualification and conformity examination if they are in the following circumstances, but are otherwise in conformity with the requirements:
- (1) Sealed with no or fewer stamps or seals, but sealed well, completely labeled with the name of the bidding supplier and approved by the bidding supplier on-site;
  - (2) (b) The number of copies of the original is complete and the

# to suppliers

seal is intact, but they are not divided or consolidated in accordance with the requirements of the solicitation documents;

- (3) Unsigned, except where the provisions of the solicitation documents require a legal representative (signature or seal) or an authorized representative (signature);
- (4) Failure to stamp or affix the relevant special seal other than the official seal of the bidding supplier, etc., as required by the provisions of the bidding documents;
- (5) Bidding documents are printed and bound irregularly, there are errors in writing, qualification documents are mixed with bidding documents, and the bidding documents are not marked as the original and the duplicate but the main body of the bidding documents can be distinguished.

The evaluation committee and the procurement agency shall not use the contents not specified in the solicitation documents as the basis for determining that the supplier's bid is invalid, except in the case of violation of the provisions of the relevant laws and regulations of the State and the military.

- 38. cancel a tender
- 38.1 In any of the following cases, the bid will be processed in accordance with the abolition of the bid:
- (1) If fewer than three suppliers have registered to participate in or substantially respond to the bidding, except in cases in accordance with article 20.4 of this chapter;
  - (2) (c) The occurrence of illegal or irregular behavior that affects the fairness and impartiality of the procurement;
  - (3) If the procurement mandate is canceled due to major changes.
  - 39. Termination of accreditation
- 39.1 During the evaluation process, the evaluation committee shall terminate the evaluation and explain the situation in writing if any of the following circumstances apply:
  - (1) (c) There are significant ambiguities or defects in the solicitation documents that prevent the evaluation from proceeding;
  - (2) (c) If the solicitation documents are manifestly tendentious, exclusive or discriminatory;
  - (3) (c) If the solicitation documents violate the mandatory provisions of the State and the military;
  - (4) None of the participating vendors meet the relevant requirements;
  - (5) Bidding vendors' quotes are all over budget and the purchasing unit is unable to add to the budget;
  - (6) (c) If the bidding suppliers and individuals concerned interfere

# to suppliers

- presenting tenders with the independent evaluation of the evaluation committee in accordance with the law;
- (7) (c) If there is a violation of law or regulations in procurement activities;
- (8) Other cases stipulated by national and military laws and regulations.

# VI. Finalization of bids

- 40. Winning Supplier Announcement
- 40.1 Within 2 working days after the completion of the evaluation, the procuring organization will post the evaluation on the Army Procurement Website.

(www.plap.mil.cn) and the official website of the procuring organization (http://211.166.249.33), for a period of not less than 3 working days. If there are no objections during the publicity period, the procuring organization shall report the results of the evaluation to the procuring entity; if there are objections, the bidding suppliers may challenge the results in the manner specified in the solicitation documents.

- presenting tenders
  40.2 If the winning supplier abandons the winning bid without a valid reason, the bid deposit shall not be returned and the procurement management shall handle the matter in accordance with the regulations.
  - 40.3 The winning supplier will be disqualified if any of the following conditions are found to exist:
    - (1) (b) False tenders as defined in the solicitation documents;
- (2) Bribery or other improper transfer of benefits to the procurement unit, procurement agency, or members of the evaluation committee:
- (3) It is a malicious low-ball competition where the bid is significantly below reasonable cost and cannot be justified;
- (4) (b) Invalid bidding circumstances as stipulated in the bidding documents but not discovered by the evaluation committee during the evaluation process;
  - (5) (c) If it is collusive tendering under the terms of the solicitation documents;
  - (6) Any behavior that interferes with or affects the objectivity and fairness of the evaluation:
  - (7) There are other violations of the law;
  - (8) Other cases stipulated by national and military laws and regulations.

The winning supplier shall be disqualified from bidding if, before signing the formal contract, it is penalized by a ban on participation in military procurement activities and the project is within the scope of the penalty. If the winning supplier is cancelled or gives up its

to suppliers

qualification for winning the tender, the procurement unit may determine the winning supplier in turn in accordance with the evaluation ranking results, but the number of remaining valid tender suppliers shall be two times the number of suppliers that need to be replaced, or else the procurement agency shall re-organize the procurement.

- 41. Notification of Award
- 41.1 Within 2 working days after the evaluation results are announced without objection, the procurement organization will issue a Notice of Award in writing to the winning supplier, and a Notice of Non-Award to the unsuccessful supplier at the same time.
  - VII. Challenges, complaints and review of complaints
  - 42. question (truth or validity)

- presenting tenders
  42.1 If a supplier considers that his or her rights and interests have been jeopardized by the solicitation documents, the bidding process or the result of the award, he or she shall submit a challenge in writing to the procuring organization. The supplier shall submit a challenge to the same part of the procurement proceedings at one time within the prescribed challenge period.
- (1) For suppliers who have received the pre-qualification documents, challenges to the pre-qualification documents should be submitted two days before the deadline for submitting prequalification applications.
- (2) Challenges to the solicitation documents shall be submitted by suppliers who have received them 10 days before the deadline for submission of tenders.
- (3) If a bidding supplier challenges the bidding process, it shall do so within three days from the date of the conclusion of each procurement procedure session, except that a challenge to the opening of the bidding shall be made on the spot, and the unit accepting the challenge shall respond on the spot and make a factual record of it.
  - (4) Tender suppliers who challenge the results of the award shall do so within the period for publicizing the results of the award.
- 42.2 Bidding suppliers shall submit a challenge in accordance with the procedures and channels specified in the solicitation documents, and the challenge letter shall mainly include the following contents:
  - (1) Name, mailing address, contact person and contact number of

# to suppliers

presenting tenders the bidding vendor;

- (2) Challenge the name and number of the procurement project;
- (3) Specific challenges and requests;
- (4) Factual basis;
- (5) Legal basis;
- (6) Date of challenge.
- 42.3 The letter of challenge should be signed by the legal representative (signature or seal) or the authorized representative (signature) and stamped with the official seal. The authorized representative should provide a power of attorney signed by the legal representative, stating the name, position, scope of authorization and time period of the authorized person, and stamped with the official seal.
  - 42.4 The unit of challenge acceptance and contact information is shown in the [Preliminary Schedule for Tender Vendors].
  - 43. complain.
  - 43.1 Challenges to the receiving unit's refusal to receive the challenge letter or failure to respond within the prescribed time limit, as well as to the challenge of the

presenting tenders

If the response and the results are not satisfactory, the challenged supplier may, within 15 working days from the date of expiry of the response to the challenge, submit a written complaint to the department receiving the complaint.

- 43.2 When a complainant files a complaint, he or she shall submit the original complaint and the necessary supporting materials, and provide copies of the complaint in accordance with the number of the respondent and the number of suppliers relevant to the subject matter of the complaint. The complaint shall include the following:
  - (1) Name, mailing address, zip code, contact person and contact telephone number of the complainant and respondent;
  - (2) (c) A statement of the status of the challenge and the response to the challenge and relevant supporting materials;
  - (3) Specific, well-defined subject matter of the complaint and a request for a complaint related to the subject matter of the complaint;
  - (4) Factual basis;
  - (5) Legal basis;
  - (6) Date the complaint was filed.
- 43.3 Complaints shall be made by the legal representative (signature or seal) or authorized representative (signature), and stamped with the official seal. The legal representative to authorize others to handle procurement complaints, should be in the original signed authorization; authorization should contain the name of the authorized person, position, the scope of authorization and time period, and stamped with the official seal.

# to suppliers

- presenting tenders
  43.4 The department and contact information of the department that receives and handles the complaint application is shown in [Preliminary Schedule for Tender Vendors].
- 44. reconsideration of a complaint
  - 44.1 The complainant is not satisfied with the complaint handling decision of the complaint handling department or the complaint handling department fails to make a decision after the deadline.

In case of a complaint being handled, an application for reconsideration of the complaint may be filed within 15 working days from the date of receipt of the decision on the handling of the complaint.

- 44.2 The applicant for complaint reconsideration shall submit an application for complaint reconsideration and the necessary supporting materials, and provide a copy of the application in accordance with the number of respondents and parties concerned with the matter of reconsideration. The application for complaint reconsideration shall include the following contents:
  - (1) Name, mailing address, contact person, and contact number of the applicant and respondent;
  - (2) A description of the complaint and the decision on the handling of the complaint and relevant supporting materials;
  - (3) Specific, well-defined matters for reconsideration and requests related to the matters for reconsideration;

# to suppliers presenting tenders

- (4) Factual basis;
- (5) Legal basis;
- (6) Date of application for reconsideration of the complaint.
- 44.3 The application for complaint reconsideration shall be signed by the legal representative (signature or seal) or authorized representative (signature), and stamped with the official seal. The legal representative to authorize others to handle the complaint reconsideration, should be in the original signed authorization; authorization should set out the name of the authorized person, position, the scope of authorization and time period, and stamped with the official seal.
- 44.4 The department and contact information for receiving and processing applications for complaint reconsideration can be found in the [Preliminary Schedule for Tender Vendors].

# VIII. Signing of contracts

- 45. conclude
- 45.1 Within 30 days from the date of issuance of the Notice of Award by the procuring organization, the successful supplier shall sign a procurement contract with the procuring unit on the basis of the solicitation documents, the bidding documents of the successful supplier and the clarification commitments.
- 45.2 The procurement contract shall not substantially modify the solicitation documents and the bidding documents of the winning supplier, and the procurement unit shall not impose any unreasonable requirements on the winning supplier as a condition for signing the contract. The solicitation documents, the winning supplier's bidding

# to suppliers

documents, supplementary documents and clarification undertakings shall be the basis for signing the contract.

- 45.3 After signing the contract, the winning supplier shall not subcontract the winning project as a whole or subcontract the project separately to others after splitting it, and shall not subcontract the contract without authorization in violation of the bidding documents, bidding documents and the contract, and shall be seriously dealt with in accordance with the relevant regulations once it is found out.
  - 45.4 Without Party A's permission, Party B shall not fulfill the obligations related to the contract before the contract has come into effect.

# IX. Authority for interpretation

- 46. interpretation authority
- 46.1 These solicitation documents shall be interpreted by the procuring agency.

to suppliers
presenting tenders

Attachment 1 Confirmation of corrections to solicitation documents

# Letter of confirmation of correction of solicitation documents

(Name of the procur	ing organization):	
Our organization	is interested in	Procurement Project
(Project no:	_) of the bidding docu	ment correction
information has been	n received.	
	Full name of bio	dding supplier: (stamped)
	Legal representa	tive (signature or stamp)or
	authorized repre	sentative (signature)
		year_ month day of

the month

	chapter i. inst	ructions				
	to suppliers presenting te	nders				
Attachment 2						
Challenge Letter	questic	n challeng	e letter of			
(Form)	questioning					
Name of Challenged Vendor:						
Correspondence addr	ess:					
Legal representative:_		Contact	phone			
number:		Authorized				
representative:		Contact	phone			
number:						
(Name of the unit to which the challenge is addressed):						
In response to your or	rganization	S	_ Procurement			
Project (Project no:	), our organ	nization is no	ow questioning the			
following issues:						
I. Matters Challenged and						
Requests Related The	reto II.					
Factual Basis						
III. Legal basis						

Name of the challenged vendor: (stamped)
Legal representative (signature or stamp) or
authorized representative (signature):

. . . . . .

chapter i. instructions	
to suppliers presenting tenders	
	year month
	day of the month

chapter i. instructions
to suppliers
presenting tenders
Attachment 3 Complaint (Form)

main original

	complaint	complaint	letter			
	Name of Complainant:					
	Correspondence address:					
	Legal representative:	Contact	phone			
	number:	Authorized				
	representative:	Contact	phone			
	number:	Name	of the			
	respondent:					
	Correspondence address:					
	Contact Person:	Contact Tel	:			
<u>(Na</u>	me of the department receiver.  In response to the (name of	•	<u>.</u>			
dire	ected) organization of the			oiect		
	nplaint on the following issu			O		
	I. Subject Matter of Compla	int and				
	Requests Related to the Sub	ject				
	Matter of Complaint II. Fac	tual				
	Basis					
	III. Legal basis					
IV. Status of challenges and responses to challenges and rela						
	supporting materials					

# chapter i. instructions to suppliers presenting tenders ...... Name of Complainant: (Stamp) Legal representative (signature or stamp) or authorized representative (signature): \_\_\_\_\_year\_\_ month\_\_\_\_ day of the month

# Chapter II. General terms of contract

Definitio

ns

١.

- (a) "Contract" means the agreement reached between Party A and Party B (hereinafter referred to as the Parties), i.e., the document in the form of contract signed by the Parties, including all annexes, appendices and all other documents forming part of the Contract.
- (ii) "Contract price" means the amount to be paid to you for the full and proper performance of your obligations under the contract.
  - (c) "Party A" means the procuring entity that procures the goods and related services.
  - (d) "Party B" means the supplier who provides the goods and related services after winning the tender.
  - II. Material cataloguing and coding, coding and labelling requirements
  - (a) Party B shall cooperate with Party A in completing the cataloguing and coding work of the procured materials under the contract, provide data and information related to the materials in accordance with the unified requirements, and cooperate with Party

A to do a good job of cataloguing data collection. Classified information shall be handled in accordance with the relevant provisions on security and confidentiality of the state and the army to ensure that there is no loss or leakage of classified information. 1. Party B can use the Internet website of the Army Procurement Network

(www.plap.mil.cn) or "General Materiel".

Cataloging Data Platform'' (www.ngcode.cn/catalog), download and install the cataloging user terminal software. Enter the data of procured materials according to the requirements, import the technical specifications, product manuals, pictures and other electronic documents that facilitate the identification of materials, generate the data package for cataloging application, and submit it to Party A or the unit that undertakes the function of cataloging and coding of military assets.

- 2. Party B shall cooperate with Party A or the unit that undertakes the function of cataloging and coding military assets to supplement and improve the cataloging data.
- 3. Party B receives the cataloging data packet after code assignment through Party A, imports it into the cataloging user terminal software, obtains the variety code, fills in the contract text correctly, and uses it for coding and labeling, acceptance and settlement, and so on.
- 4. Party A has a single piece of management needs, Party B should be based on the rules or sample program to generate their own single piece of code.
  - (ii) Party B shall complete the coding and labeling work before the delivery of materials in accordance with the unified requirements.

- 1. Materiel identification label format, hanging position, material, code system and other content, should be in line with the relevant requirements of the army.
- 2. The assortment code on the material identification label shall be identical to the assortment code in the contract material schedule.
- (c) The filling of cataloging data and coding and labeling of materials shall be included in the items of factory acceptance and receiving acceptance; if the cataloging data and marking and labeling do not conform to the specifications, the acceptance shall not be passed and the materials shall not be allowed to enter into the material storage unit. Party B shall complete the rectification within 7 days and re-coordinate with Party A to organize acceptance inspection.
  - III. Acceptance of performance
- (a) Before the delivery of materials, Party B shall conduct a comprehensive self-inspection of the materials, and after meeting the delivery conditions, Party A shall organize acceptance inspection.
- (ii) At the time of delivery, Party B shall issue the product qualification certificates stipulated in the national standards or the product qualification certificates stipulated in the nationally recognized industry standards for the products supplied.
- (c) Party A has the right to raise objections to the materials, technology and services provided by Party B before delivery and take relevant measures to ensure qualified quality.
- (d) Specific organizational procedures, acceptance criteria and methods shall be implemented in accordance with the procedures

stipulated by Party A, and Party B shall cooperate in the implementation.

- \*\* (e) If the products fail the factory acceptance, Party A has the right to reject the materials and terminate the purchase contract, and Party B will bear the losses caused. In the process of factory acceptance, Party B may have 1 opportunity for rectification, if the first inspection is not passed, Party A will notify Party B in writing of the deadline for rectification, rectification and the second inspection, the inspection is qualified before leaving the factory. If the second inspection still fails, Party A has the right to cancel or terminate the procurement contract, and Party B will bear the losses caused.
- \*(F) Party A, in the process of product use, found that the product performance indicators do not meet the requirements, Party B in accordance with Party A's clear rectification period (not more than 1 month), can have 1 opportunity to rectify, in the stipulated period of time is not rectified, the resulting loss, Party B shall bear.

# IV. Confidentiality provisions

Party B is aware of the obligation of confidentiality that should be assumed, and if the following clauses are violated, Party B bears all legal responsibilities, compensates for the losses caused by the violation of the commitment, and accepts the penalties imposed by Party A in accordance with the relevant provisions of the state and the military. Party B shall be jointly and severally liable for any loss of confidentiality and leakage of confidentiality of Party B's employees who are involved in the project and the fulfillment of the contract:

- (a) Strictly comply with the requirements of national and military confidentiality laws and regulations, formulate and strictly implement a confidentiality management system, set up a confidentiality department, equip confidentiality personnel, carry out confidentiality training, strictly regulate the behavior of employees, and accept and cooperate with the confidentiality guidance and supervision and inspection organized by Party A or the military procurement management department and procurement agencies.
- (b) Without the permission of the Party or the military unit entitled to do so, the Party shall not extract, copy, inform, announce, publish, transmit, transfer or in any other way make any third-party organization or person aware of the confidential information of this procurement project and its contracting performance. All information provided by Party A or learned from its participation in the project and its contract conclusion and performance shall be regarded as confidential information, except for the information that Party A or the authorized unit of the military party expressly states that it is not

necessary to keep confidential.

- (c) The procurement project and its contract formation and performance of confidential information, including handwritten, printed, software, disks, CD-ROMs, films, pictures, audio and video, or other readable data and documentation, the implementation of personal management, special rooms and cabinets for storage, regular audit and destruction, and unauthorized copying and retention.
- (d) Not to store, process or transmit in computers connected to the Internet, and not to transmit confidential information about the procurement project and its contract formation and performance through non-confidential channels, such as ordinary telephones, facsimiles or couriers.
- (e) Not to publicly publicize the confidential information on the conclusion and performance of the contract for this procurement project as corporate performance. After the completion of the performance of this contract, still continue to assume the same confidentiality obligations as during the performance of the contract. Before signing this contract, Party B has been aware of the process of contract fulfillment as well as the need to bear the confidentiality of the contract after the completion of the performance of the obligation and its costs, without Party A to pay additional confidentiality-related costs.

#### V. Intellectual property rights

(a) Party B shall ensure that Party A's use of the goods and services is not subject to claims of infringement of its knowledge by third parties.

We shall not be jointly and severally liable or responsible for any allegation of intellectual property rights.

- (ii) Intellectual property rights and other rights and interests formed on the basis of the performance of the project contract shall belong to Party A, unless otherwise provided by law.
  - VI. Modification and termination of the contract
- (a) If losses are caused by the change or termination of the contract, the party at fault shall bear the compensation responsibility; if both parties are at fault, A and B shall each bear the corresponding responsibility.
- (b) During the performance of the contract, the contract may be changed by consensus between Party A and Party B, and after Party A has processed the approval in accordance with the relevant provisions of the Army.
- (C) the performance of the contract, there are one of the following circumstances, Party A has the right to terminate the contract: ① force majeure can not perform the contract, can not achieve the purpose of the contract; ② continue to perform the contract will harm the interests of the state or the military, and can not be resolved through the contract change or suspension; ③ adjustment or cancellation of the procurement task can not be changed to reach a new agreement; ④ Party B clearly expressed or by their own behavior indicates that they do not (iv) Party B expressly indicates or shows by its own behavior that it will not perform the main obligations of the contract; (v) Party B delays the performance of the main obligations of the contract, and fails to perform them

within a reasonable period of time for rectification after a reminder; (vi) Party B is in violation of the law, which makes it impossible to achieve the purpose of the contract; (vii) Party B undergoes a major substantive change in its controlling relationship, business scope and other major changes, which is not in conformity with the agreement of the contract; and (viii) other circumstances stipulated by the laws and regulations of the State or the contract.

(d) Upon termination of the contract, the part of the contract that has not yet been performed shall be terminated; for the part of the contract that has already been performed by Party B, it shall be terminated.

Part, Party A and Party B distinguish between the circumstances, in accordance with the following agreement: ① contract has been performed and acceptance of the part, Party B has not violated the breach of contract, Party A shall be in accordance with the contract for the payment and settlement; Party B has violated the breach of contract, Party A shall be in accordance with the agreement of the contract after deducting the cost of compensation for breach of contract, for the payment and settlement; ② contract has been performed part of the quality of the flaws, Party A has the right to require Party B to Take repair, rework, replacement and other remedial measures, after acceptance, in accordance with this item ① for payment and settlement;

(iii) Party A has the right to refuse to accept the part of the contract that has been performed according to Party A's request if Party B fails to meet the agreed requirements of the contract after remediation; (iv) Party A has the right to refuse to accept the part of the contract that

# Chapter II. General terms of contract

has been performed if Party B bears the main fault responsibility for the termination of the contract; and (v) Party A has the right to refuse to accept the part of the contract that has been performed in accordance with the agreement of this contract. of the case, Party B shall restore the original state in accordance with the requirements of the law.

#### VII. Performance monitoring

- (a) Party B undertakes to accept Party A's supervision of its qualifications and performance ability, and guarantees to inform Party A of any changes in its qualifications and performance ability, Party B has the right to suspend the contract when there are circumstances related to the loss or possible loss of the ability to fulfill the contract stipulated by the law: ① serious deterioration of business conditions; ② transfer of property, evasion of funds in order to avoid debts; ③ loss of business reputation; ④ loss or possible loss of the ability to fulfill the contract other circumstances. (iii) Loss of business reputation; and (iv) other circumstances of loss or possible loss of ability to fulfill the contract.
- (ii) Without prejudice to Party B's normal production and operation, Party A shall from time to time supervise and inspect the progress of material production and process quality control, and Party B undertakes to cooperate with Party B, reflect the situation truthfully and provide relevant materials.
- (c) Party B undertakes to cooperate with the investigations conducted by the military procurement management department, disciplinary inspection and supervision department, auditing department and other functional departments, to truthfully reflect the situation and provide relevant materials.
- (d) Party B, in the process of contract conclusion and fulfillment, there are violations of law, irregularities and breaches of contract verified, undertakes to be willing to accept unconditionally the written

warning and restriction of participation in military procurement activities and other penalties given by the military procurement management department in accordance with the military procurement related regulations.

#### VIII. Subcontracting and sub-subcontracting

- (i) Party B shall not subcontract the contract in any form.
- (ii) You shall not subcontract non-main, non-critical parts or work of the contract without stating so in the bidding documents.
- (c) If the contract is to be performed in subcontracts, Party B shall be jointly and severally liable to Party A with the main body of the subcontract for the subcontracted project.

#### IX. Liability for breach of contract

(a) Party B shall pay liquidated damages to Party A for delayed delivery without Party A's consent, and the liquidated damages shall be calculated at 1‰ of the amount of defaulted materials per day, and the maximum amount of liquidated damages shall be 5% of the total amount of defaulted materials. If the maximum amount of liquidated damages still can not be delivered, or the delivery time affects the implementation of Party A's tasks, Party A shall pay the liquidated damages.

The contract may be terminated, and Party B shall compensate Party A in full for any actual loss caused to Party A as a result.

- (ii) Party B fails to fulfill the service obligations as agreed in the contract or the technical performance index of the product does not meet the standard and causes losses to Party A or the product use unit, Party B shall compensate according to the amount of losses.
- (C) Party A shall pay the payment in full and on time according to the agreement. If Party A fails to pay the payment in full and on time according to the agreement, Party B shall pay the liquidated damages to Party B at the rate of 1 per thousand for each day of delayed payment, and the maximum limit of liquidated damages shall be 5% of the total amount in breach of the agreement.

#### X. Dispute resolution

In case of disputes during the performance of the contract, they shall be settled in the following manner:

- (a) Party A and Party B negotiate a settlement.
- (b) In the event of disagreement, Party A or Party B shall reflect the situation to the department of the procurement agency responsible for contract performance and request the first mediation; if the first mediation is unsuccessful, it shall request a second mediation from the procurement management department of the military unit or a procurement management department with the same level of authority.
- (c) If the conciliation is unsuccessful, Party A or Party B shall apply for arbitration to the arbitration organization at Party A's location or file a lawsuit with the people's court at Party A's location. The arbitration fee and litigation fee shall be borne by the party who

# Chapter II. General terms of contract

bears the responsibility. During the period of arbitration or litigation, the other parts of the contract shall continue to be executed except for the part which is under arbitration or litigation.

# chapter iii. contents and format of tender documents

Bidding documents are divided into "price documents", "business and technical documents" and "qualification documents", including

Include, but are not limited to, the elements described in this chapter, and if a format document is provided in this chapter, please follow the formatting requirements.

When making tender documents, tender suppliers shall provide as detailed supporting materials as possible against the Qualification Table, Conformity Table, Commercial Evaluation Criteria Table and Technical Evaluation Criteria Table. The conformity Table and atthe of the conformity Table. The conformity Table and atthe of the conformity Table and atthe of the conformity Table.

Teproxing tyrayoldered sheer test fish perfeyen typical disposing grizion also describent the de

# Public tenders for military materiel-type projects

# Tender documents

# I. Price documentation

**Project Title:** 

J		
Item no:		
Package No:		
Bidding Vendor:_	_	(Stamped)
year_ mo	nth_day of the	month

documents

Attachment 1-1-1 List of Bid Openings (for combined scoring method and evaluated lowest price method) (this

# attachment is not applicable to this project, please use the special attachment)

## Tender opening list

<u>Project</u>	<u>t Title:</u>		Item Nu	<u>mber:</u>		Pac	<u>kage Nun</u>	<u>nber:</u>	Am	ount unit:
yuanial	Name of	brandin	Specificati	unit of	quanti	price of item	sum of money	deli very	Delivery	note
num	material	g	on	mea	ties	(including	2	tim	location	
ber				sure		tax)	g tax)	е		
Tot	tal composite									
Total p	Total price of the bid (RMB in capitals) (lower case)¥									
Note: Amount = unit price x quantity, total bid price = sum of amounts.  Full name of bidding supplier: (stamped)  Legal representative (signature or seal) or										
author	authorized representative (signature):									

chap	ter iii. contents and
·	at of tender ments
	vear month day of the month

### Annex 1-1-2 List of Bid Openings (for Quality First Approach)

# List of bid openings (without prices)

Project	t Title:	It	em Number:		Pacl	•			
serial	Name of	branding	Specificatio	unit of	quanti	delivery	Delivery	note	
numb	material		n	mea	ties	time	location		
er				sure					
PQTEnT	FQTEn This forfil is define first purpose in a second part of the Quality First Methodal networks the process of the process o								
author	ized representativ	e (signature)	):						
	year_ month_ day of the month								

# documents

Annex 1-1-2 List of Bid Openings (for Quality

First Approach)

# Tender opening list (with prices)

<u>Projec</u>	t Title:		Item Nu	mber:		Pac	kage Nur	mber:	Am	<u>ount unit</u> :
yu <b>sari</b> al num ber	Name of material	brandin g	Specificati on	unit of mea sure	quanti ties	price of item (including tax)	sum of money (includi ng tax)	deli very tim e	Delivery location	note
Tot	al composite									
Total	price of the bid (F	RMB in capit	als):		(lower o	case)¥				
	Note: Amount = unit price x quantity, total bid price = sum of amounts.  Full name of bidding supplier: (stamped)  Legal representative (signature or seal) or  authorized representative (signature):									
	year_ month_ day of the month									

# documents

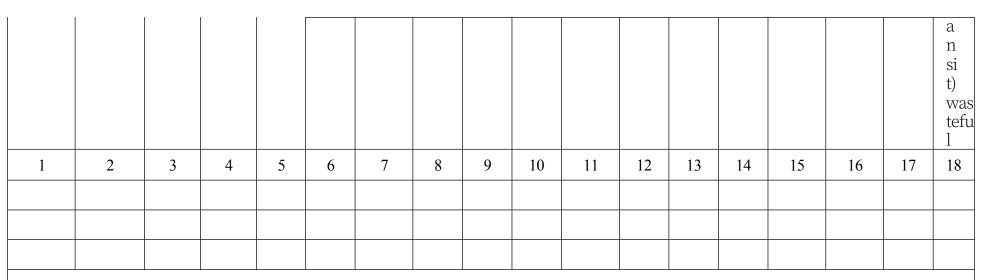
Annex 1-2 Price

Comp	osition	Table
٧٠٢	00.0.0	

# Price Components Table

Project Title:	Item Number:	Package Number:	Amount unit
yuan			

								Price	Pri	ce	Compo	osition	Compo	sition			
Na mo	Spe cific	unit of	quant	total	_	dire	Out	Fue	dire	Scra	ove			Spa	Inst	Tec	re
me of					price	ct	sou	1	ct	p	rhe	margi	taxes	re	allat	hni	m
	atio	mea	ities	price	of	mat	rce	and	labo	loss	ad	ns		part	ion	cal	О
mat eria	n	sure				eria	d	pow	r	es		113		S	and	Serv	va
1					item		com	er		wastefu				tool	com	ices	
						wastefu	_	staff	tefu	1				S	mis	was	of
						1	ents	cost	1					wastefu		tefu	ir
							was							1	ing	1	re
							tefu 1								wastefu 1		g ul
							1								1		ar
																	iti
																	es
																	(e
																	ġ.
																	g
																	О
																	0
																	ds
																	in
																	tr



Total amount of materials

(lowercase)¥

(capitalized RMB):

Note: 1. Item  $5 = item 6 \times item 4$ 

2. item 6=item 7+item 8+item 9+item 10+item 11+item 12+item 13+item 14+item 15+item 16+item 17+item 18

Full name of bidding supplier: (stamped)

Legal representative (signature or seal) or

authorized representative (signature):

\_\_\_year\_ month\_ day of the month

### Annex 1-3 Price Breakdown of Materials, Parts, and Tools

# Price Breakdown of Materials, Components, and Tools

Proje	ct Title:		Item	Numb	er:	Package Number:			
serial numb er	<del>sports</del> event	Spe cific atio n	Imp lem enta tion stan dar ds	unit of mea sure	Ration /quant ity consu med	price of item (doll ars)	sum of money (dolla rs)	Origin	
-	Direct material costs								
1									
2									
stupid (Beiji ng dialec t)	Outsourcin g of spare parts								
surna me San	Spare parts and tools								
add	up the total								

Note: Take the materials used in a set of materials as the basic unit, and the item is filled in with direct material details.

#### chapter iii. contents and

format of tender documents

\*Annex 1-4 Other price-related materials and

documents

# Other price-related materials, documents

(to be developed by the bidding vendor in accordance with project requirements)

# Public tenders for military materiel-type projects

# Tender documents

# II. Commercial technical documents

**Project Title:** 

$\boldsymbol{J}$		•
Item no:		
Package No:		
Bidding Vendor:_		(Stamped)
year_ mo	nth <sub>.</sub> day of the r	month

#### Annex 2-1 Conformity Review Index Table

### Conformity Review Index Table

Bidding suppliers must make this index sheet before the body of the

Diddill	<u>g suppliers must make this maex sheet before ti</u>	ic body of the
ceriain	ercial technicahdooumeetiew project	Name of
number		document/page
		number
1		
2		
3		
4		

Remarks: Tender suppliers prepare this form in accordance with the Conformity Review Form. Bidding suppliers should fill in the form according to the actual situation of the organization and the content of the bidding documents, and mark the page number of the position of the relevant supporting materials in the bidding documents. Conformity review items that cannot be filled in with specific page numbers, such as "bidding document signatures and seals are complete and intact", can be left out. Bidding suppliers shall not misrepresent, conceal, omit or make false promises.

Appendix 2-2 Business

Review Index Table

#### Business Review Index Table

Bidding suppliers must make this index sheet before the body of the

_ <u>Biddir</u>	ng supplier:	<u>s must make this i</u>	index sheet	before the body	y of the
comn serial	nercial tech Accredita	nical document.	standard	_	eted by the g supplier
num ber	tion Program	model	score	Indicator value or score	Name of document/page number
	Total composite				
_	Item 1				
1	Indicator 1				
2	Indicator 2				
3	Indicator 3				
	•••••				
stupid (Beijing dialect)	Item 2				
1	Indicator				
2	Indicator 2				
3	Indicator 3				

Remarks: Tender suppliers prepare this table in accordance with the Table of Business Evaluation Criteria. Bidding suppliers should fill in the indicator values or scoring items according to the actual situation of the organization, and mark the relevant supporting materials in the qualification documents or commercial and technical documents of the position of the page number.

Bidding vendors shall not misrepresent, conceal, omit, or make false promises.

Annex 2-3 Technical

Review Index Table

#### Technical Review Index Table

Bidding suppliers must make this index sheet before the body of the Completed by the bidding commercial technical document. Accreditati standard serial scoring supplier

1		1 1			
numb er	on Program	model	score	Indicator value	Name of
				or score	document/page number
	Total				
	composite				
-	Item 1				
1	Indicator 1				
2	Indicator 2				
3	Indicator 3				
stupid	Item 2				
(Beijing					
dialect)					
1	Indicator 1				
2	Indicator 2				
3	Indicator 3				

Remarks: Bidding suppliers prepare this table in accordance with the Technical Evaluation Criteria Table. Bidding suppliers should fill in the indicator values or scoring items according to the actual situation of the organization, and mark the relevant supporting materials in the qualification documents or business and technical documents in the location of the page number, the bidding Bidding suppliers shall not misrepresent, conceal, omit or make false promises.

## chapter iii. contents and

# format of tender documents

Annex **2-4** Letter of Tender

#### tender letter

(Name of the procuring organization):

We participate in the <u>(project number and project name)</u> bidding and purchasing activities organized by your ministry and bid for (package number or material name).

- I. Submit the original bidding documents in accordance with the requirements of the bidding documents. One copy of the original and one copy of the \_\_\_\_\_ copies, electronic version of the tender documents \_\_\_\_ copies. Among them, "price documents" \_\_\_\_ The price document" is submitted in a separate sealed form.
- II. We have fully understood all the contents of the solicitation documents and voluntarily accept and implement all the terms of the solicitation documents.
  - III. This bid shall be valid from the closing date of submission of the bidding documents \_\_\_\_\_ days from the closing date of submission of the bidding documents.

Fourth, we have carefully studied the bidding documents and all relevant materials before participating in the bidding and agree to the relevant terms of the bidding documents.

V. We declare that the bidding documents and all materials and undertakings provided by us are true and effective. We shall bear the responsibility and consequences due to the inaccuracy of the materials provided by us. We agree to provide data or information related to the tender as required by your Ministry. We undertake to

# chapter iii. contents and format of tender documents

perform in full accordance with the relevant contents of the tender documents.

Sixth, we undertake to volunta	arily comply
with and implement the milita	ary procurement
policies and regulations. VII.	Contact
information	
Contact Person: Tel:	Fax:
Address:	Postal Code:
Account Name:	_
Bank of account:	_
Bank Account Number:	-
Full na	me of bidding supplier: (stamped)
Legal represe	entative (signature or seal) or
authorized re	epresentative (signature):
	year_ month day
	of the month

### Annex 2-5 Business Terms Response Deviation Table

# Business Terms Response Deviation Table

Project Title:		Item Nı	ımber:	Package Number:				
seria	Accredita	Busines s	Business	skewnes	Name of	note		
1	tion	Revie	Response	S	document/page			
num	Program	w Requi			number			
ber	O	remen ts						
		0 11		-	ic response of the labeline in	0		
_		-		_	viation, positive devia			
					ent of the deviation			
from	rks. Negativ	ve deviation :	should be 1 Full n	ndicated tru ame of bid	thfully. Negative dev ding supplier: (sta n this table are con	nations mped)		
	id bids.	ons marked			e (signature or seal			
	authorized representative (signature)							
	year_ month day							
					of the month			

#### Annex 2-6 Deviation Table for Response to Technical Indicator Parameters

# Table of deviations in response to technical indicator parameters

Project Title:		Item Number:			<u> Package Number:</u>	
seria	Accreditat	aı	Technic al	skewnes	Name of	note
	ion	Revie	para	S	document/page	
num	Program	w Requi	meter respo		number	
ber		remen	nse			
		ts				

of the month

# documents

# Annex **2-7** Delivery

list

# delivery list

Project Title:			Item N	Package Number:					
serial		brand			quanti		401:17	deliv eries	deliv eries
num	material	ing	ion	(of	ties	origin	timin		
ber				meas			g		(of
				ure)					life)

Full name of bidding supplier: (stamped)
Legal representative (signature or stamp)or
authorized representative (signature)
year_ month day
of the month

%Annex 2-8 List of

consumable parts

# List of wearing and consumable parts

Project Title:		Item N	umber:	Package Number:			
ASPTOL	n Naryaan	Specificati		unit	price	place of	note
1	consumable	on	ng	(of	of item	origin	
num	parts			meas			
ber				ure)			
							1
	Full name of bidding supplier: (stamped)						

Legal representative (signature or stamp) or authorized representative (signature):

\_\_\_year\_ month\_ day of the month

#### chapter iii. contents and

format of tender documents

Annex 2-9 After-sales

service program

After-sales service program

(By the bidding suppliers according to the project requirements and the evaluation rules of "after-sale service" in the technical evaluation form)

(drafted by the Secretary-General)

#### chapter iii. contents and

format of tender documents

\*Annex 2-10 Technical proposal and technical

support materials for the products to be tendered

# Technical solutions and technical support materials for products tendered

(The bidding suppliers will draw up their own technical programs and attach relevant supporting materials in accordance with the technical evaluation criteria, e.g., production, processing, manufacturing, process control and quality control.)

\*Annex **2-11** Key Production Equipment

Statistics of Bidding Products

# Statistical table of key production equipment for bidding products

sport s	buyin g	Original value of		Net value of	excha	
event	days	equipment	deprec	equipment	nge	ation
Equipment Name	of one's	(\$ million)	ation	(\$ million)	rates	
rvariie	life					
Key equipment						
1 Total						
Key equipment						
1						
Key equipment						
1						
Key equipment						
2 Total						
Key equipment						
2						
Key equipment						
2						
Key equipment						
3 Total						
Key equipment 3						
Key equipment						
3						

#### chapter iii. contents and

#### format of tender

#### Description: documents

1. Only need to provide\_\_\_\_ Relevant equipment related materials during the year, net value of equipment purchased during the year of the bid closing time at the rate of

100% (invalid for equipment purchased after 3 months prior to the deadline for bidding) who prior to the deadline for bidding who prior to the deadline for bidding

- 2. Imported equipment need to fill in the equipment purchased on December 31, the year the exchange rate, and in accordance with the exchange rate to calculate the amount of equipment purchased.
- 3. Net Equipment Value = Original Equipment Value Original Equipment Value \* Depreciation Rate.
- 4. Each type of equipment should be accompanied by a copy of the purchase ticket, imported equipment should be accompanied by a copy of the import declaration, the copy is not clear as invalid equipment.
  - 5. "Page number" column to fill in the equipment to prove the location of the page number in the "business and technical documents".
- 6. When calculating the key important production equipment, the jury may first score the value of the equipment reported by the enterprise, and then rank the enterprises according to their total business and technical scores in ascending order, and then review the value of the equipment with the highest single score starting from the 1st place. If the value of the equipment recognized by the expert review is lower than the value reported by the enterprise, the value of all varieties of equipment will be reduced by the same proportion.

# chapter iii. contents and format of tender documents

Annex 2-12 List of technical force and supporting documents

## List of technical forces and supporting materials

(Bids will be evaluated by the bidding suppliers according to the project requirements and the "Technical Strength" in the Technical Evaluation Criteria Table)

(The criteria are formulated on their own and are followed by the supporting documents required by the evaluation criteria.)

#### **%**Annex **2-13**

Performance of similar Performance in similar projects projects

<u>Projec</u>	<u>t Title:</u>		<u>Item Nu</u>	mber:	<u>Package N</u>	<u> Jumber:</u>	
serial numbe r	user ID	Proj ect na me	Content of the project	Effective amount of contract (in millions of dollars)	Dat e of sign atur	User contact and phone number	pagina tion
add up							
total							

#### Remarks:

- 1. The same type of item means the same product or similar product of this solicitation, the specific scope of which is specified in the evaluation criteria. The effective amount of the contract refers to the amount of the same products or similar products in the contract for this tender. The table is filled in strictly in accordance with the relevant requirements specified in the Table of Commercial Evaluation Criteria.
  - 2. Items include similar items, product names, models, etc.
  - 3. In the "Page number" column, enter the page number where the performance material is located in the "commercial technical document".
  - 4. If the contracting parties have a controlling or managerial relationship, the contract is null and void.
  - 5. Bidding vendors who provide fraudulent contracts will be treated as fraudulent bids.
  - 6. Key information in the contract involving total price, unit price, specifications, signatures and stamps of the contracting parties should be clearly legible, otherwise

The contract is considered null and void.

# documents

#### Annex 2-14 Statistical Tables of

### Financial Social Security Data

# Statistical tables of financial social security data

Year Data projects	year (e.g. school year, fiscal year)	year (e.g. school year, fiscal year)	year (e.g. school year, fiscal year)	3-year average	Name of the document /page number
Total assets (\$ million)					
Net assets (in millions of dollars)					
Net profit (\$ million)					
Revenue from main operations (in millions of dollars)  gearing					
Total annual tax payments					

#### chapter iii. contents and

format of tender						
	documents					
Number of						
annual social security						
contributions						
Annual per capita						
social security						
amount						
(dollars)						
* Annual local minimum wage (yuan)						
Per capita social security amount/_ Yearly local minimum wage						

#### Description:

#### 1 Teprocingsen system in the seaffer is tribilities by the seafs free laborities

- 2 The tax and social security situation is based on the relevant certificates issued by the tax (social security) department or the bank to fill in truthfully, and copies of the relevant certificates are attached. Other contents are filled in truthfully according to the relevant data in the Audit Report issued by the accounting firm.
  - 3 In the "Page number" column, enter the page number where the data are located in the Commercial Technical Document or the Qualification Document.
  - 4 The review committee found that the "Financial and Social Security Data Statistics Table" and the data in the Audit Report and other supporting materials are not

Where there is consistency, the actual data in the supporting material shall prevail.

# chapter iii. contents and format of tender

documents

Annex 2-15 Other

Materials

#### Other materials

(Bidding vendors add additional information on their own, depending on the evaluation)

# Public tenders for military materiel-type projects

# Tender documents

# III. Qualification documents

Project Title:\_\_\_\_\_

Item no:	
Package No:	
Bidding Vendor:	(Stamped)
year_ month day	of the month

# format of tender documents

#### Annex 3-1 Index of Qualification Documents

### Qualification Documents Index Table

Bidding vendors must make this index sheet before the body of the

Bidding vendors must make this index sheet before the body of the			
	ication documents. Qualifying projects	Qualificatio n Document Location Page Number	
-	General eligibility elements		
1			
2			
3			
stupid (Beijin	Specific qualifying elements		
dialect)			
1			
2			
3			

Remarks: Tender suppliers prepare this form in accordance with the Qualification Form. Tender suppliers should fill in the form according to the actual situation of the organization and the content of the tender documents, and mark the page number of the location of the relevant popporting materials in the qualification documents. "Sealing meets the requirements of the bidding documents" can be left out. Tender suppliers shall not misrepresent, conceal, omit or make false commitments.

# chapter iii. contents and format of tender

documents

#### Annex 3-2 Industrial and Commercial Business

License, Organization Code Certificate, Tax

Registration Certificate

Business license, organization code certificate, tax registration certificate

format of tender documents

#### Annex 3-3 Certificate of

Qualification of Legal

Representative

## Certificate of Legal Representation

(name of legal representative) is the legal

representative of (full name of bidding vendor). I

hereby certify that	
Copy of legal	Copy of legal
representative's identity	representative's identity
eard	card
(Positive)	(Reverse)

The key information of the ID card should be clearly legible, otherwise the bid will be considered invalid.

Full name of bidding supplier:			
(stamped)			
year_ month day of the			
month			

# format of tender documents

Annex 3-4 Authorization Letter for Legal Representative

### Authorization letter for legal representative

(Name of the procuring organization):

(Full name of bidding vendor) Legal representative (name and title) authorized (name of authorized representative.)

(<u>Position</u>) as a plenipotentiary to participate in the (<u>Project Name</u>) organized by your Ministry under the project number (<u>Project Number</u>) Procurement activities, with full authority to deal with all matters in procurement activities.

curement activities.	
	Full name of bidding supplier: (seal) Legal representative: (signature) Authorized representative: (signature)
	year_ month day
Attachment:	
Name of authorized represe	entative:_
Functions:	Mobile:
Fax:	Postal Code:
Postal Code:	
Copy of the identity card of the authorizedrepresentative (Positive)	Copy of the identity card of the authorized

format of tender

The key information of the ID card should be clearly legible, otherwise the bid will be considered invalid.

Note: The authorization letter should be attached to the authorized representative in the four months before the bid (excluding the month of the bid) for three consecutive months by the bidding supplier to pay social security certificates.

format of tender documents

Annex 3-5 Statement of

commitment by Statement of commitment by the

suppliers supplier

#### (Name of the procuring organization):

I voluntarily participate in the procurement activities organized by your Ministry of (<u>project name</u>), (<u>project number</u>), commitment statement as follows:

- I. Supplier Integrity Commitment
- 1. Prepare the bidding documents truthfully and bear the corresponding legal responsibility for the authenticity, completeness and accuracy of the documents and materials, pictures and images, financial data, assets and corresponding certificates provided in the bidding documents.
- 2. Voluntary waiver of participation in military procurement activities when unit information is difficult to confirm due to special circumstances such as unit restructuring, merger, stock reform, etc., and inability to provide original materials, financial data, and assets.
- 3. When providing bidding documents or on-site verification, if there is any falsification of documents and materials, provision of false pictures and images, performance contracts, material data, etc., falsification or tampering with relevant data and assets, etc., they will voluntarily give up the qualification for winning the bid and unconditionally accept the corresponding penalties.
  - II. Commitment to confidentiality
  - 1. Strictly abide by the confidentiality laws and regulations of the

# chapter iii. contents and format of tender documents

State and the military, and fulfill the obligation of confidentiality.

- 2. Not to divulge or disseminate in any way information related to this procurement project.
- 3. Do not record, store, or reproduce information related to this procurement program in violation of the law.
- 4. Bidding documents and related technical documents are placed in special rooms, stored on special disks and managed by special persons.
- 5. No information related to this procurement project shall be published on the Internet, communication media, etc., without the review and approval of the procurement agency.
  - III. Commitment to the integrity responsibility bond
- 1. Strictly abide by the "Supplier Integrity Commitment", and agree to pay 1%, 1.5%, 2% of the procurement budget of this project for the integrity responsibility insurance if they are prohibited from participating in military procurement activities for 1 year, 2 years or 3 years.

# format of tender documents

Certificates (rounded to the nearest thousand dollars), with a minimum of \$100,000 and a maximum of

#### 1.8 million dollars.

2. Agree to post an integrity responsibility bond until the date of reinstatement of eligibility to participate in Army procurement activities. If the bond is not paid after the due date, the eligibility to participate in military procurement activities will not be reinstated; if the bond is not paid for more than 6 months from the date of expiration of the debarment period, a lifetime debarment will be imposed. If the date of reinstatement of eligibility to participate in military procurement activities

If you are prohibited from participating in military procurement activities for more than 1 year (inclusive) within 3 years from the date of the processing, you agree that the aforementioned deposit will not be refunded, and you agree to pay the deposit again according to the budget amount of the processed procurement project and the ratio corresponding to the number of years of processing, and that you will not be permitted to participate in the procurement activities of the military until the deposit has been paid.

3. If it is verified that collusive bidding is adopted to obtain the qualification of winning the bid and the bidder has entered the performance stage, it is agreed to accept the corresponding treatment in accordance with the relevant provisions on the management of military procurement contracts and the management of suppliers; if it is necessary to continue the performance but there is an obvious price risk, it is agreed to deduct the profit and settle the bidding in

accordance with the actual cost of the audited price, and if the result of the audited price is higher than the amount of the contract, it will be executed in accordance with the contract and will accept the corresponding treatment of irregularities; if it has already completed the performance and For those who have completed the performance and settlement, we agree to refund the part of overpayment to the army according to the actual cost recognized by the price evaluation and accept the corresponding irregularities. The cost required for the price evaluation shall be borne by us.

- 4. If losses are caused to the troops, they agree to pay the appropriate financial compensation in accordance with national laws and contractual agreements.
  - IV. Commitment not to be included in the list of violations of the law and breach of trust

Not included in the government procurement record list of serious violations of laws and regulations by the Chinese government procurement website (www.ccgp.gov.cn), not within the penalty range of the military procurement suspension list on the military procurement website (www.plap.mil.cn), or within the penalty range of the penalty period and penalty range of the banning of the military procurement list of bad faith, as well as not included in the "Credit China" (www.creditchina.gov.cn) is included in the list of subjects with serious breach of trust or in the list of subjects with serious breach of trust (within the penalty period) in the State Enterprise Credit Information Publication System (www.gsxt.gov.cn).

V. Commitment of affiliated enterprises not to participate in procurement

format of tender documents

activities

Different suppliers with the same person in charge of our organization or with direct controlling or management relationship do not participate in the same package of procurement activities.

# format of tender

If our organization is a production-oriented enterprise, other production-oriented enterprises with the same address as our organization's production field business address or registered address have not participated in the same package of procurement activities.

If our organization is a non-state-owned sales-type enterprise, other non-state-owned sales-type enterprises that are related to our shareholders and management personnel (legal representatives, directors or supervisors) by close relatives (husband and wife, blood relatives in the direct line, blood relatives within three generations, or near-marital relatives) or shareholding in each other are also not participating in the same package of procurement activities.

VI. Written statement that there has been no major violation of law in the previous three years.

Our organization has no major illegal records in business activities within 3 years before participating in this procurement activity. Seven, no major quality and safety accidents in the written statement of my unit in the past three years there has been no major quality and safety accidents. VIII. Written statement of non-foreign wholly-owned enterprises or holding enterprises My unit is a non-foreign wholly-owned enterprises or holding enterprises.

IX. Written statement of professional competence to perform the contract Our organization has the necessary equipment and professional and technical capabilities to perform the contract.

format of tender

If we violate the content of the above commitment statement, we are willing to bear all the adverse consequences and legal responsibilities, and accept the relevant penalties imposed by the military procurement management department and procurement organizations in accordance with the relevant state and military regulations.

Full name of bidding supplier: (stamped)

Legal representative (signature or stamp) or

authorized representative (signature):

\_\_\_year\_ month\_\_\_ day

of the month

documents

Annex 3-6 Tax

Documentation of tax payment Certification Materials

# chapter iii. contents and format of tender

documents

Annex 3-7 Proof of payment of

social security contributions

Proof of payment of social security contributions

# format of tender documents

Annex 3-8 Audit reports issued by accounting

firms in the past three years

### Audit reports issued by accounting firms in the last 3 years

(If the bidding supplier is the parent company of a group of companies, if it provides consolidated financial statements of the group of companies, it should be able to reflect the data of the parent company's financial statements and the data of the parent company should prevail, and if it cannot, it should provide the financial statements of the parent company at the same time; if the consolidated statements can not be split and the financial statements of the parent company have not been provided, the corresponding scores will be handled with zero points.)

format of tender documents

Annex 3-9 Evidence of payment of

bid security

# Proof of payment of tender deposit

(Normally a bank transfer voucher, the bid bond should be paid from the bank account of the bidding supplier)

# format of tender documents

Annex 3-10 Certificate of Management System Certification

# Management System Certification

(including quality management system, environmental management system, and occupational health management system certificates by the

(Bidding vendors to provide as required in the solicitation documents.)

format of tender documents

※Annex 3-11 Other

Information

#### Other information

(Bidding vendors to add their own additional information in accordance with the qualification requirements set forth in the solicitation documents)

# 

# Earmarked documents

Project name: <u>High-performance medical color</u> monitor

Item No. <u>2023-JQ06-W1477</u>

Procuring agency: <u>Bidding and</u>

<u>Procurement Section</u> (stamped)

January 2024

(To be used in conjunction with the "General Document for Public Tender Documents for Military Materiel Items (Version 2.0)")

# special hint

I. The solicitation documents for this project shall consist of the general and specialized documents together, the general documents being the military

The general description of the project for which the material is publicly solicited, and the special document is a specific description of the particular requirements of the project. In the event of inconsistency between the general and special documents, the special document shall prevail.

If the procuring organization does not provide the common documents, please download them from the official website of the procuring organization.

(http://211.166.249.33) "Download Center" column download, and note that the download file is "Army material projects open tender documents (version 2.0) general documents".

Bidding suppliers should be honest and trustworthy, and should not submit false bids. Please read carefully the "Supplier's Commitment Statement" in Chapter 3 of the General Document "Contents and Format of Tender Documents" and sign and seal to confirm. The evaluation committee and the purchasing agency will verify the authenticity of the bidding materials as appropriate, and if the bidding is verified to be false, it will be processed in accordance with the invalid bidding, and the irregularities will be reported to the purchasing management department and penalized in accordance with the law.

Third, before participating in this project, bidding suppliers shall register for the record in the Army Procurement Network and truthfully provide relevant materials. The filed materials can be used

as the basis for qualification examination and evaluation.

Bidding suppliers should pay special attention to the bidding documents contained in the bidding deadline and location, late delivery of the bidding documents will be rejected, bidding legal representative (or unincorporated organization principals, hereinafter the same) should be accompanied by identity cards (original), authorized representatives should be accompanied by identity cards (original), legal representative of the authorized representative and authorized representatives in the bidding within the past four months (excluding the bidding when the)

Copy of the social security certificates paid by the bidding supplier for 3 consecutive months (month), the social security certificates paid on behalf of the bidding supplier will not be recognized. The bidding documents will be rejected if the documents are not provided according to the above requirements.

V. Bid bonds shall be paid in a non-cash manner. If the payment is made by way of guarantee issued by banks, financial institutions or guarantee organizations, one original copy of the guarantee shall be provided and submitted separately at the time of bidding. Failure to pay the required bid deposit shall be regarded as invalid bid.

VI. Please carefully check the validity period of the relevant certificates required to be submitted in the solicitation documents.

VII. Please double-check that the tender documents are stamped, signed and dated as required,

Glued and sealed. Where signatures are required on the tender documents, the legal representative should sign or stamp (both signature and square seal are acceptable) and the authorized representative of the tender should sign.

VIII. Provisions marked with an "\*" are substantive response indicators and should be responded to in their entirety. If a clause with "\*" is not responded to or satisfied, it is regarded as a non-substantive response to the solicitation documents, and the bid is treated as invalid.

IX. The Price Document is sealed in a separate envelope, with the words "Price Document" and "Unsealed at Bid Opening" marked on the surface of the envelope, and information such as the name of the bidding supplier, the project name, the project number and the package number, etc., and is submitted in a separate sealed envelope at the time of submitting the bid. If the bidding supplier fails to submit the Price Document separately according to the above requirements, the bidding document will be rejected. Except for the Price Document and List of Perishable and Consumable Parts, other parts of the bidding document shall not contain any information concerning the offer of this bid, or it shall be regarded as an invalid bid.

If the evaluation method is the quality first method, the "Bid Opening List (without price)" and the "Bid Opening List (with price)" shall be consistent in substance except for the unit price, the amount and the total price of the bid, or the bid shall be considered invalid.

X. Bidding suppliers to prepare tender documents, should be in accordance with the bidding documents, general documents, chapter III, "the contents of the tender documents and the format" in the annex form requirements (the procurement agency in accordance with the project to adjust the contents of chapter III, the adjusted content shall prevail), carefully fill out the "qualification documents index table".

Conformity Review Index Sheet, Business Evaluation Index Sheet and Technical Evaluation Index Sheet, truthfully fill in the response and relevant supporting materials in the bidding documents in the position of the page number. Failure to fill in the above index table is regarded as invalid bid. During the trial period of this standard text, clarification is allowed if the index table in the bidding document is incomplete.

XI, the bidding suppliers to provide accounting firm issued in the last 3 years audit report, should include but not limited to the body of the report, balance sheet, income statement, cash flow statement and accounting firm business license, the body of the report should have the official seal of the accounting firm, 2 certified public accountant's signature and seal. Military If the team unit or institution is unable to provide an audit report, the final accounts approved by the higher management or the internal Departmental accounting statements instead.

XII. Bidding suppliers with more than two names and in the bidding documents at the same time, should provide the market supervision department issued by the same unit of written evidence; military units or institutions, can provide written evidence issued by their higher authorities.

XIII. All times in this solicitation document are Beijing time. In the document, "the last \* years/months", "the last \* years/months", "the previous \* years/months" all refer to the bidding deadline as the reference point forward. Bidding deadline on June 1 (not included) before the last three years of financial statements refers to the previous year before the three years (not included).

(previous year), the bidding deadline is after June 1 (inclusive), the financial statements of the last three years refer to the year before the current year

3 years (including the previous year), unless otherwise specified.

XIV. The bidding, tendering and evaluation of bids are all based on packages. Bidding suppliers shall make bidding quotations for all products and quantities in the packages they bid for, or else they shall be regarded as invalid bids. Bidding suppliers are only allowed to have a unique offer for the same kind of material, and any selective offer or offer with additional conditions shall be regarded as invalid bid.

XV. The relevant copy materials in the bidding documents should be clear and recognizable, please bring your own originals for inspection in the bidding, if the materials are fuzzy and the originals can't be provided on the spot, it is regarded that the materials are invalid.

XVI. Bidding suppliers who find that the relevant materials submitted when obtaining the bidding documents have been misappropriated or copied should resolve the matter through legal means and hold the infringer responsible.

XVII. The general provisions of the solicitation documents are prepared mainly on the basis of the provisions of the relevant military procurement laws and regulations, and the special provisions are prepared by the procuring organization in accordance with the project; if there is any doubt as to the solicitation documents, they shall be interpreted by the procuring organization that prepared the solicitation documents. Matters not specified in the relevant military regulations may be implemented by reference to the relevant government procurement regulations.

# table of contents table of contents

Chapter IV. Preliminary schedule of instructions to suppliers presenting tenders
Schedule 1 Eligibility Checklist
Schedule 2 Conformity Review Form
Exhibit 3 Business Evaluation Criteria Table85
Schedule 4 Table of Technical Evaluation Criteria 82
Schedule of Price Evaluation Criteria 88
Chapter V. Tender notices
Chapter VI. Commercial and technical requirements for procurement
projects
Chapter VII. Sample contracts
Chapter VIII. Composition of documents and format of specialized
annexes 99

# Chapter IV. Pre-schedule for tendering suppliers

This table is a centralized description of what needs to be focused on for this project. Specialized documents exist with generalized documents

Where there are inconsistencies, the requirements of the dedicated

numb er	umeint shall preva	High-performance medical color monitor Public tender project budget: 1.8 million	(see generic document)
er		color monitor <b>Public tender</b>	document)
	Project Overview	color monitor <b>Public tender</b>	
1.	Project Overview	color monitor <b>Public tender</b>	
1.	Project Overview		
		yuan	
		Procurement agency: Bidding and	
I .		Procurement Section	
		Project contact: Mr.	
		Zhang, Mr. Chen	
		Tel: 010-66937770	
2.	Bidding Supplier	Article 4 of chapter V, "Public notice of	Article 3.2
	Qualifications	solicitation"	
3.	Time for obtaining	<u>January 05</u> , 2024 8:30 p.m.	Article 7.1
	bidding documents	Until <u>January 11</u> , 2024 17:30 (Beijing time)	
	<u> </u>	On site energy [	
	Organize site visits or pre-bid Q&A	On-site survey: □ Yes ☑ No Pre-tender	Article 7.2
	sessions	Q&A session: □ Yes	
		☑ No	
5.	Information	Army Procurement Network www.plap.mil.cn	Article 8.1
	dissemination media	and official website of the procurement agency	
	dissemination media	(http://211.166.249.33)	
6.	Number of successful	One pre-successful bidder identified	Rule 33.3
	vendors	through evaluation	
		1. The bidding documents shall be in	
		three copies, including one original and	
		two c <mark>opies; the w</mark> ords ''original'' or ''copy'' shall be indicated on each	
		document. In case of discrepancy between	
	Number of copies of	the original and the copies, or the	
	tender documents	electronic bidding documents, the original	Rule 14.6
	and electronic	shall prevail. 2. Electronic Bidding Documents: 1 copy,	
I .	version of tender	packaged together with the commercial and	
	documents	technical documents (editable Word version	
		and stamped PDF version, stored in a USB	
		flash drive). 3. Electronic version of the bidding	

Chapter IV. Pre-schedule for tendering suppliers

tendering suppliers				
serial	Bidding-related	Project-specific requirements (see dedicated document)	General Requirements (see generic	
numb	matters	(000 000.00000 0000	document)	
er				
10.	tender deposit	Form of bid bond: Letter of guarantee (accepting letters of guarantee issued by banks, financial institutions and guarantee organizations)  Amount: 36000.00 yuan (capital: thirty thousand six hundred thousand yuan)  Payment deadline: the deadline for bidding for this project  Tip: Bidding suppliers are requested to send a sarrekpyoftebid bond (in pdf format) or Pla301cg4@163.com before 11:00 noon two days before the bid deadline (excluding the	Article 17.	
		day of the bid opening). (Subject of email: Project No. + Company Name + Bid Bond) Requirements see the format attached to the special document.		
11.	Time and place and manner of opening and closing of tenders	Bidding start time:  January 26, 2024 14: 30 (Beijing time) Bidding deadline:  January 26, 2024, 15:00 (Beijing time) Bidding place: Bidding and Procurement Section, Bidding Room, M/F, Outpatient Building, No. 28 Fuxing Road, Haidian District, Beijing Bidding method: the bidding supplier's legal representative or authorized representative to submit the bidding documents on-site, do not accept other means such as mail.	Article 10.1 and Rule 18.4	
12.	Tender opening time and place	Bid Opening Time:  January 26, 2024 15: 00 (Beijing time). Bid opening place: M/F, Outpatient Building, No.28 Fuxing Road, Haidian District, Beijing. Bidding and Procurement Section, evaluation room, 1st floor	Article 20.1	
13.	Eligibility criteria	Schedule 1 to this chapter	Article 22.1	
14.	Conformity review criteria	Schedule 2 to this chapter	Rule 22.2	
15.	Business Evaluation Criteria	Schedule 3 to this chapter	Article 22.3 (1)	
16.	Technical evaluation criteria	Schedule 4 to this chapter	Article 22.3 (2)	

Article 22.3 (3)

Price evaluation criteria Schedule 5 to this chapter

17.

Chapter IV. Pre-schedule for tendering suppliers

The bidding document will be considered invalid if there is more than

18.	Number of non- substantive negative deviations	considered invalid if there is more than  one negative deviation / item from the non-substantial commercial terms in the bidding document;  ☐ Negative deviations from non- substantive technical indicator parameters in tender documents /_ More than one item is considered an invalid bid;  ☑ See the Technical Evaluation Criteria table for details		Article 27.1 (2)
19.	Evaluation Methodology		scoring method tted price method	Article 21.2
17.	Evaluation Methodology	☐ Quality First Approach	☐Technical score of /_or more ☐Technical scores in the top /_top	Article 21.2 and Rule 29.1
20.	Principles of Tendering	The bidding documents meet all the substantive requirements of the bidding documents and are consolidated  The bidder with the highest score shall be the successful candidate.		
21.	Same brand supplier score or Provision for identical quotations	/		Rule 29.4 (1)
22.	Provisions for core	/		Rule 29.4 (2)
	products			
23.	Challenge acceptance unit and contact information	Acceptance unit:  Tender and Procurement Section Contact: Mr. Song / Mr. Zhao Contact: 010-66935218/66939410 A supplier's challenge will not be accepted in the following circumstances:		Rule 42.4
serial numb er	Bidding-related matters	Project-specific requirements (see dedicated document)		General Requirements (see generic document)
		2. Failure to f procedures challenge; 3. beyond the 4. The form a challenge are corrections h	sly challenged; follow the prescribed s and channels for filing a challenge period; nd content of the written e not in compliance after have been made; the matter challenged has	

Chapter IV. Pre-schedule for

+~~~	lering	CLIDE	lioro
16110	פוווים	SUDD	11612
	. ~		

	been definitively answered;				
		6. Other cases of inadmissibility			
		stipulated by laws and regulations.			
24.	Department and contact information for receiving and handling complaints	Processing Department: Procurement Planning D i v i s i o n , War Service Department, PLA Joint Logistics Support Force Contact: Ms. Han / Ms. Yang / Ms. Luo Contact: 027-59561225/59561225/59561228	Rule 43.4		
25.	Department for Receiving and Processing Applications for Complaint Reconsideration	Processing department: Procurement Service Center, Ministry of Logistics and Security of the Military Commission Contact: Assistant Li Contact: 010-66945693	Rule 44.4		
26.	Payment and	See chapter VI of the solicitation documents			
	Settlement Methods	for details			
27.	Place of delivery	See chapter VI of the solicitation documents			
	(service)	for details			
28.	Asset coding and labeling of successful enterprises require ask	See contract requirements for details			
29.	Factors contributing to ineffectiveness	<ol> <li>Invalid bidding elements specified in the special instructions of the special document.</li> <li>The content explicitly required in the qualification and conformity examination table of the special document.</li> <li>Chapter I, article 36, of the general document invalidates the tender.</li> </ol>			
30.	performance bond				
	(international trade)	, ·			
31.	Other others	1. If a potential bidding supplier abandons the bidding, please be sure to send a scanned copy of the abandonment letter (indicating the reason for abandonment) with the official seal of the bidder to the designated email address and notify the purchasing agency by phone two working days before the deadline for the opening of bids.  2. To conserve resources, it is			
		recommended that bidding documents be printed on both sides of the paper			

### Schedule 1

# Eligibility form

# eligibility checklist

Project name: <u>High-performance medical color monitor</u> Item No.: <u>2023-JQ06-W1477</u>

	eligibility		
Review of projects	Bidding		specification
	bid		
	provider		
I. General eligibility			
1. Business license or institutional legal person certificate to meet the requirements of the bidding documents			The enterprise legal person shall provide "business license with unified social credit code", and if the license has not been renewed, it shall provide "business license, tax registration certificate and organization code certificate"; the institution shall provide "legal person registration certificate with unified social credit code", and if it has not been renewed, it shall provide "business legal person registration certificate and organization code certificate"; the military unit is not required. Legal person registration certificate and organization code certificate", not renewed should provide "business legal person registration certificate and organization code the qualification documents, such as more than two names, should provide the market supervision department issued by the same unit of written evidence; military units or institutions, you can provide written evidence issued by their higher authorities.  Explicit material.  See Appear 3 of the General
2. Certificate of qualification of			See Annex 3-3 of the General
legal representative			Document for the format

# Chapter IV. Pre-schedule for tendering suppliers

3. Authorization letter of legal representative (including the authorized representative in the Within 4 months prior to bidding (excluding the month in which the bid is submitted), the company will not be able to Proof of payment of social security by the bidding supplier for the next 3 months.		The format is shown in annexes 3-4 to the generic document.
4. By the deadline for obtaining the bidding documents, the supplier has been established for a period of not less than 3 years.		State-owned enterprises, institutions and military units are excluded.
5. Statement of commitment by the supplier		Commitment statement should contain: supplier integrity commitment, confidentiality commitment, integrity responsibility deposit commitment, not included in the illegal list of commitments, related companies do not participate in procurement activities commitment, no major violations of law in the previous three years of the written statement, there has been no major quality and safety accidents in the written statement, non-foreign sole proprietorships or holding companies in the written statement, a written declaration of professional competence in the performance of the written statement.  See General Annex Format 3-5 for format
6. Bidding suppliers in the past year (before the deadline for bidding) any 6 months of tax certificates		According to the tax department issued by the tax certificate or tax payment of bank transfer remittance, statements and other judgment, the supporting materials should show the type of tax and payment of the period of time (recognized tax does not include personal income tax); military units are not required; such as exempted or do not need to pay taxes in accordance with the law, to provide the appropriate supporting materials.
	eligibility	

Chapter IV. Pre-schedule for

tendering suppliers				
	Biddin g tender er			
7. Bidding suppliers in the past year (before the deadline for bidding) any 6 months to pay social security certificates	CI		Judged on the basis of bank transfer remittance statement or proof of payment of social security contributions issued by the social security (tax) department, which should show the type of insurance and the period of time to which the payment belongs; Bidding suppliers who are not required to pay social security contributions. If you are a businessman, you should provide relevant supporting documents or written statements. Proof of payment of social security will not be recognized.	
8. Bidding suppliers to provide accounting firms issued by the 2020, 2021, 2022 three annual audit reports			The audit report shall include, but not limited to, the body of the report, balance sheet, income statement, cash flow statement and business license of the accounting firm, and the body of the report shall have the official seal of the accounting firm and the signatures and seals of two certified public accountants. If military units and institutions are unable to provide audit reports, the final accounts or internal accounting statements approved by the higher management may be substituted. Military units, institutions and state-owned enterprises established for less than 3 years of the actual number of years provided.	
9. Bid bond meets the requirements of the solicitation			Requirements are set out in annex 4 to the special document	
documents  10. Soaling mosts the				
10. Sealing meets the requirements of the solicitation				
documents				
11. Bidding vendors complete the Army Procurement Network registration			<ol> <li>The screenshot must reflect the name of the bidding vendor;</li> <li>The basic information maintenance status is Registered.</li> </ol>	

#### Chapter IV. Pre-schedule for

tendering suppliers

II. Specific eligibility

The products have CCC certification Determination based on specific qualifications

Note: 1. Qualified to play "√", unqualified to play "×".

2. If one element is not qualified, the overall assessment will be unqualified.

Signature of reviewer: \_\_\_\_\_ Year\_ Month

\_\_\_\_ Mr. José Luis

Rodríguez

#### Schedule 2

#### Conformity Review

## Conformity review form

Form

Project name: <u>High-performance medical color monitor</u> Item No.: <u>2023-JQ06-W1477</u>

rioject name. <u>riigii periormanee medi</u>	eligibility		1tcm 1to <u>2023 JQ00 W147</u>	
Review of projects	Biddin g tender er		specification	
1. Bidding documents are signed, stamped and complete			Where a signature is required on the tender document, the legal representative It shall be signed or stamped (both signature and square seal are acceptable), and the bidding authorized representative shall sign. If it conforms to the special circumstances for passing the qualification and conformity examination in article 37 of the general documents of the solicitation documents, it shall pass the examination.	
2. Bid validity period meets the			The format is shown in	
requirements of the solicitation			annexes 2-4 of the generic	
documents			document.	
3. Bidders shall respond to deviations from the indicators of commercial and technical requirements in Chapter 6 "Commercial and Technical Requirements for Procurement Projects".			The technical and commercial experts make a determination of the response to the technical and commercial requirements in chapter VI of the solicitation documents.  See format of special annex 6	
4. Other substantive elements meet the requirements of the solicitation documents (No other invalid bidding circumstances specified in the solicitation documents)				

## Chapter IV. Pre-schedule for tendering suppliers

comprehensive assessment			
Note: 1. Qualified to play "√", un	qualified	to play "×	".
2. If one element is not qualifie	d, the overa	all assessme	ent will be unqualified.
Signatures of the members of the	Jury:		Year_ Month
			Mr. José Luis
Rodríguez			

#### Schedule 3 Table of

#### **Business Evaluation**

### Business Evaluation Criteria Table

#### Criteria

Project name	eHigh-performance medical color monitor		Item No.2023-JQ06-W1477
		stan	
Accreditatio	Judging content and rules	dard	explain explain
n Program		scor	
		е	
	1. According to the bidder's 2020, 2021		
	and 2022 triennial		
	<b>The combined operating income</b> of		
	the scoring.	•	
	Score = Bidder's three years of	2 points	
	combined operating income/base Standard value x standard score	points	
	Benchmark = Maximum amount of		Three years of third-party
	business income for the three years		accounting services are required.
	combined		Copies of complete audit reports
	combined		issued by the firm's auditors
	2. Based on the bidder's 2020, 2021, 2022		The seal is stamped on the document, and the summary
	<b>The combined total assets</b> of the scoring are scored.		breakdown is stamped on the
	scoring are scored.		document.
			(See annexes 2-14 to the
			generic document for the
			format)
Enterprise	Score = Bidder's total assets for three	2	,
size	years combined/base	points	
(6)	Standard value x standard score		
	Benchmark = maximum amount of		
	total assets for the three years		
	combined		
	3. based on the <b>total amount of</b>		1. Tax certificates issued by tax
	taxes paid by the bidder for the year		organizations are required or
	2022		
	Scoring.		Annual tax payment certificate or tax payment issued by the bank
	Score = Total amount of tax paid by	•	Certified copy with official seal.
	the bidder for the year/base value	2	2. If the supporting documents
	×x Standardized score	points	do not reflect the total annual
	Ronohmark - Maximum amount of the		amount
Signatures	Benchmark = Maximum amount of the Bidder's total tax payments for the year		If you do so, you will need to attach a summary breakdown
	Figure 1		(reflecting the year) Mr. José Luis
	horizontal tablet or inscribed board		degree total amount) and stamped.
Rodríguez	1.Bidder Three consecutive years 2020,		
	2021, 2022		
	Obtained A-level enterprise tax credit		
	rating issued by the tax department. The standard score for the price		Provide a certificate of tax rating
	certificate, and the standard score for		issued by the tax system
	those who have obtained the certificate		

#### Schedule 4 Table of

### Technical Evaluation Technical Evaluation Criteria Sheet

#### Criteria

<u>Project nam</u>	e <u>High-performance medical color monitor</u>	T	Item No.2023-JQ06-W147		
Accreditatio	Judging content and rules	stan dard	explain explain		
n Program		scor e			
Performan ce (8)	Provide the bidder since December 01, 2020 to the present including the contract performance of similar projects, provide a maximum of 5 contracts (more than 5, only the first 5 contract amount will be recorded)  Performance Score = Amount of Bidder's Performance / Amount of Baseline Performance x Standard Score Benchmark Performance Amount = Last three years (December 01, 2020 through	8 points	1. Provide a copy of the contract; no points will be awarded for time and category non-compliance, or for unclear total dollar amounts.  2. Bidders provide copies of valid contract performance with official seal and summary details.  (See annexes 2-13 to the		
	(Today) Maximum combined contract		generic document for the		
	amount for similar projects		format)		
Positive and negative deviations of parameter indicators (18)	Technical parameters all meet the requirements of 18 points. Negative deviation from the following standard deduction: "-" sign of the technical indicators for the important indicators of each negative deviation 4 points; general technical indicators of each negative Two points will be deducted for deviation.  Note: 1. If the negative deviation of the "-" sign item is more than 2 items, this item will be treated as 0 points.  2. If there are more than 5 negative deviations from the general technical indicators, the deviations will be calculated as 0.  Subtreatment.	18 points	1. The technical performance indexes of the equipment of the products submitted are determined according to the actual situation of the project.  2. Technical indicators marked with "-" are required to be provided by the bidding enterprise to provide supporting documents.  (For format, see format 6 in the annex to the special document)		
Softwriting Certificate (3)	Provide software copyright certificates related to the software supporting the product for each additional 1 0.5 points, the maximum standard points.	3 points	Provide copies of software copyright certificates related to the software supporting the product with official seal.		
	1. According to the technical requirements of the project to formulate the overall program, including but not limited to the supply, installation, testing and connectivity programs, according to the program content of the comprehensiveness, implementability, perfection, according to the program advantages and disadvantages of scoring, excellent 4 points -2.5 points	4 points			
Technical	(inclusive), good 2.5 points - 1 point		On the basis of meeting the		

Chapter IV. Pre-schedule for

	tendering suppliers							
after-sales	Warranty period of software and hardware should be $\geq$ 5 years, each additional year scores 1 point, up to the standard score.	4 points	Warranty period for software and hardware is less than 5 years as invalid bid.					
service (10 points)	During the warranty period, free inspection service should be provided annually and		A commitment to provide free inspection services is required.					
	Standard points are awarded for the availability of a free spare machine of the same model during monitor maintenance during the warranty period.	3 points	A service commitment letter is required.					
Total composite		55 points						

Signatures of the members of the Jury:	Year_ Month
	Mr. José Luis
Rodríguez	

#### Schedule 5 Price

#### **Evaluation Criteria**

#### Price Evaluation Criteria Table

Project nameHigh-performance medical color monitor

Item No.2023-JQ06-W1477

form	marking scheme	stan dard scor e	information note
ten der offe r (30)	Meeting the substantive requirements of the bidding documents and the lowest effective bidder's price is the benchmark value for bid evaluation, i.e., a full score of 30 points, and the formula for calculating the price points of other bidders is as follows:  Score = evaluation benchmark value / bidder's offer × 30	30 point s	Note: The resultant values of the formula are rounded to 2 decimal places.

## Chapter V. Tender notices

Publishing Text:

Bidding for high-performance medical color monitor (2023-JQ06-W1477)

We are now conducting domestic open tender for the following project, the procurement funds have been fully implemented, welcome qualified suppliers to participate in the tender.

#### I. Project title and number:

serial	Project name	Item No.
numbe		
r		
1	High-performance medical	2023-JQ06-W1477
	color monitor	

#### II. Project overview

serial	Scope of the tender	Delivery time	budg	quality
number	•	,	et	standard
1	My unit is proposing to purchase a new medical color display system for reading and diagnosing images, which can realize static or dynamic imaging for complex disease Diagnostic imaging of the calendar is necessary to improve the	3 months after contract signing  Installation of localized deployment version completed within months, 6  Completion of the entire Project	180 ten thous and dolla rs	Qualified, in line with national, military or line industry standard
	and efficiency.	Delivery.		

Note: 1. The bidder should make a unique offer for all products and quantities in the package submitted, otherwise the bid will be considered invalid.

- 2. The bidder shall ensure that the product submitted is new and unused.
- 3. The bidding price shall include all prices for supply, transportation, installation and commissioning, technical training, after-sales service,

#### Industry.

- (c) Different suppliers with the same person in charge of the unit or with direct controlling or management relationship shall not participate in the procurement activities of the same package at the same time. (d) Different production enterprises with the same business address or registered address of the production site, and different non-state-owned sales enterprises with close relatives or mutual shareholding and other affiliations between shareholders and management personnel (legal representatives, directors or supervisors) shall not participate in the procurement activities of the same package at the same time. Close relatives refer to husband and wife, blood relatives in the direct line, blood relatives within three generations or close relatives by marriage.
- (d) Not listed on the Recorded List of Serious Violations of Laws and Acts of Default in Government Procurement on the China Government Procurement Website (www.ccgp.gov.cn), not within the penalty range of the Suspension List of Army Procurement on the Army Procurement Website (www.plap.mil.cn) or within the penalty period and penalty range of the Army Procurement List of Default in Government Procurement, and not included in the 'Trust in China" program. ''

(www.creditchina.gov.cn) is included in the list of subjects with serious credit failures or the National Enterprise Credit Information Publicity System (www.gsxt.gov.cn) on the list of serious violations of the law (within the penalty period).

- (v) Registration through the Supplier Management Information System of the Army Procurement Network (plap.mil.cn).
- (vi) No consortium bids will be accepted for this project.
- (G) the specific qualifications of the project: the products have CCC certification. **V. Registration**

#### and procurement documents

(I) Registration and Enrollment: All bidders should register in the supplier management information system of the army procurement network (plap.mil.cn) and the official website of the procurement organization

(http://211.166.249.33) before enrolling in the project, and the specific registration process is detailed in the "Dynamic Information" column on the right side of the home page of the procurement organization (http://211.166.249.33), "Notice on Registration in the Army Procurement Information Platform" and "Notice on Internet Enrollment of Bidders (Suppliers)", and complete the registration in the official website of the procurement organization. The details of the registration process can be found in the right side of the homepage of the purchasing organization (), in the column of "Dynamic Information", "Notice on Registration in the Army Procurement Information Platform" and "Notice on Internet Registration of Bidders (Suppliers)", and the registration can be completed in the official website of the purchasing organization.

- (ii) Acquisition time: 08:30 on January 05, 2024 to 17:30 on January 11, 2024 (Beijing time)
- (c) Acquisition method: The General Documents should be downloaded from the official website of the purchasing agency (http://211.166.249.33)

  under the "Download Center" column, and the Special Documents should be downloaded by each potential bidder (supplier) after registration by logging in to the supplier bidding system and entering the Project Management → Project Execution Module on their own. Procurement documents have been audited for the record and stamped with electronic signature, and paper documents have the same legal effect.

## VI. Starting and closing time and place and manner of submission of tender

**documents** 1. Starting time of submission of tender documents: See the front schedule of the procurement documents.

- 2. Deadline for submission of tender documents: <u>See the pre-schedule to the procurement documents.</u>
- 3. Place of submission of tender documents: <u>See the pre-schedule to the procurement documents for details.</u>

4. Bidding documents submission method: by the bidder's legal representative or authorized representative on-site submission of bidding documents, do not accept

Other means such as mail.

- 5. Tender opening time: see the pre-schedule to the procurement documents for details
- 6. Place of opening of tenders:

see the pre-schedule to the

procurement documents for

details VII. Channels for

#### dissemination of information

Information about this procurement program is posted on the Army Procurement Network (www.plap.mil.cn) and the official website of the procuring agency (http://211.166.249.33).

#### VIII. Procurement agency registration contact information:

serial	Project name	Item No.	associates	office phone	spot
num ber					
1	High- performa nce medical color monitor	2023-JQ06- W1477	Zhang Gong Gong Chen Gong Gong		Haidian district of Beijing

#### IX. Procurement agency challenge contact information:

Contact	office phone	point
person for		
queries		
Mr. Song	010-66935218	
		Haidian district of
Mr. Zhao	010-66939410	Beijing

# Chapter VI. Commercial and technical requirements for procurement projects

Prepared in accordance with the technical requirements provided by the procuring entity. The key technical indicator parameters are marked with the symbol "\*", the important technical indicator parameters are marked with the symbol "'-", and the general indicator parameters are not marked.

With "'\*" and "'-" terms need to provide technical support materials [ 1 technical requirements in the technical requirements of the explicit technical support materials to the specific project shall prevail; ② unspecified technical support materials can be from (not limited to) the following support materials to choose from: product specification sheets, product promotions Color pages, technical white papers, product information published on the manufacturer's official werdsetregumentals, etc., or testrereprogramments by testing organizations and other technical materials to support (except for customized products); ③ customized product technical support materials can be Negati provided to respond to the commitment. ve (2) 3M Screen size ≥21.3 inches, resolution deviat al  $\geq$ 2048×1536: ion requireme 6M Screen size  $\geq$  30 inches, resolution  $\geq$  3280  $\times$  2048. not accep nt ted 2 **Perform** ance indicator (1) point distance  $\leq 0.2115 \times 0.2115$ mm, the maximum brightness  $\geq 1000$ cd/m<sup>2</sup>, contrast ratio  $\geq 1300$ :1, response time  $\leq$  14ms, viewing angle  $\geq$  178 ° • (2) The monitor has a brightness uniformity 2.1 3M adjustment function to ensure that the brightness of the whole screen is balanced. Monitors (3) The display LUT table can be dynamically generated and the DICOM curve can be dynamically adjusted at a fixed brightness of 200-500cd/m2. (4) Input interface, DVI-D $\times$ 1, DP $\times$ 1; (5) Color  $\geq 4.398$  trillion colors (42bit); and • (6) The monitor has the function of automatically switching the reading light mode. (1)Spot distance≤0.197×0.197mm, Maximum brightness≥1300cd/m<sup>2</sup>, Contrast ratio≥2000:1,

Response time≤28ms (Ton≤13ms, Toff)

Chapter VI. Commercial and technical requirements for

		technical requirements for	
	Compone	procurement projects	
2.4	Screen	Support for real-time display screen to add a	
2.4	Traceab	watermark, watermark information is not visible	
	ility	to the naked eye, to provide the Ministry of	
	Security	Public Security Computer Information System	
	Protecti	Product Quality Supervision and Inspection	
	on Module	Center issued a test report, and the report on	
	Module	this function through the test;	
	Term	s of business (no negative deviations accepted)	
1	after-sales service	Able to support 7*24 hours service, need to provide 5 years original factory warranty service of display system, and provide commitment letter. Free to add terms.	
	_	According to the confidentiality requirements, the	
	Terms and	data can not be out of the hospital area, the warranty	
	Conditions		
		period, such as the occurrence of hard disk and	
		other storage	
		If the storage media fails, the manufacturer will	
		replace it free of charge, and the hospital will not refund the old hard disk;	
	warranty	Hardware and software ≥ 5 years, the warranty period	
	period	from the date of acceptance.	
	Repair Response Time	In case of emergency failure during the maintenance period, the company's response time will be $\leq$ 30 minutes, the arrival time at the site (if necessary) will be $\leq$ 2 hours, the problem solving time will be $\leq$ 4 hours, and the system will not be damaged. $\geq$ 2 resident engineers during implementation	
	Accessory	deployment.	Accesso ry
	Accessory	Free spare parts during the warranty period	means
	Quotation		a necessa ry part of the equipm ent for normal use spare parts
	Upgrades	Free upgrades and software maintenance during the	
	& Software safeguard	warranty period; outside the warranty period, the original software maintenance is charged only labor cost	

## Chapter VI. Commercial and technical requirements for

Specia	ize Provide <b>PERSYMENT REPISCI</b> ing the maintenance of
d tools	special tools (if any), information (operating
Inform	atio manuals, maintenance)
n and	manuals, etc.)
others	
cultivat	e Provide training in use and engineer training
	(manufacturer's self-reported approach)
deliver	Installation of the localized deployment version
	was completed within 3 months and 6 months after
period	the signing of the contract
	Overall project delivery.
terms	30% payment after hardware equipment arrival and
	software installation, system stable operation and
payme	acceptance acceptance
	65% after passing and 5% at the end of the warranty
	period.

Chapter VII.
Sample
contracts

## Chapter VII. Sample contracts

 Sample
procurement
project
contract

Project Title:
Project Number:
Contract Number:
Party A (purchasing unit):
Party B (supplier):
Time of signing:
Place of signing:

	Chapter VII.	
	Sample contracts	
Contract number:	_	
Project Name:	_	Date of signing:_Year_Month_
Date Item Number:	-	Place of Signing:

Introdenewith the Civil Code of the People's Republic of China and the relevant national laws and administrative regulations and following the principles of equality, voluntariness, fairness and honesty and credit, the two parties agree on the following \_\_\_\_\_\_ project matters, the two parties reach a consensus and conclude this contract.

pur	Name of	
cha	unit	
sing	Undertaker	
unit	(contact)	
(A)	Telephone/f	
(party	ax	
)	Unit	
	address/zip	
	code	
	Name of unit	
	(stamped)	
supply	authorized	
side	representativ	
(Par	е	
ty	proxy	
В)	Telephone/f	
	ax	
	Unit	

Chapter VII. Sample contracts

address/zip	
code	
account	
name	
account	
opening	
opening bank	

### I. Content of goods

serial num ber	Name of material	bran ding	Spe cific atio n	catalogi ng code	unit of mea sure	quan tities	price of item (dollar s)	total price (dollar s)	note
Т	he contract	sum is	the pri	ce includi	ng tax,	i.e. the	e contra	ct sum i	s the
р	rice at whic	ch Par <del>t</del> y	o <del>t</del> aPbta	ins the go	ods suj	oplied l	oy Party	B unde	r this
Tota	antract (RN	ЛВ in ca	apitals):		Yuan (	lower (	case): ¥_		

The company shall provide the following services: capital, spare parts, technical data, technical service, technical training, free service during the quality warranty period, etc.

The only payment to be made by Party A. Other than that, Party A is not required to make any payment to Party B or other parties. II. Quality Requirements and Technical Standards

(a)Party B shall warrant that the Goods are made of the finest materials and workmanship in accordance with national, military and industry standards (if the standards are inconsistent, the higher standard shall apply) and are new and unused, and in all respects conform fully to the appearance, quality, specifications and performance as agreed in the Contract and the functions required, and Party B shall warrant that the Goods are in good working order for the duration of the Contract (meaning a period of reasonable use at least as long as the quality warranty period), subject to proper installation, normal use and maintenance. You also warrant that the Goods will operate well during their useful life (meaning the period of reasonable use, which is at least longer than the warranty period) if they are properly installed, used and maintained. During the useful life, you shall be liable for any deficiency or failure of the goods or for any loss to us or to third parties arising from defects in design, workmanship or materials.

- (ii) The specific requirements of the goods technical specifications parameters, see the annex. Third, packaging and technical information, other information
- (a) The goods provided by Party B shall be packed in accordance with the standards stipulated by the state or the industry, with a detailed packing list and quality inspection certificate attached to each

packing box, and the packing materials shall be provided by Party B free of charge.

- (ii) Random technical information provided by Party B, including but not limited to specifications of the goods, technical indicators, operation and maintenance manuals, use and maintenance manuals, catalogs of wearing parts, and other technical drawings and written materials related to the installation, repair and maintenance of the goods.
- (c) Party B must provide the company's business license, and if the subject goods are medical devices, the medical device business license, the medical device registration certificate and registration form of the equipment sold.
- (d) Party B must provide the following documents issued by the manufacturer of the goods: the authorized sales certificate of the place of use of the equipment, after-sales service commitment.

#### IV. Time, place and manner of delivery

(i) Time of delivery:	
(ii) Place of delivery:	
(iii) Mode of delivery:	

The costs related to transportation, loading and unloading, installation, insurance and other related costs are borne by Party B, and the costs are included in the

in the contract price. All risks and costs incurred prior to acceptance shall be borne by Party B.

#### V. Quality acceptance

- (a) Before the delivery of goods, Party B shall carry out a comprehensive self-inspection of the goods, and after meeting the delivery conditions, the demand side shall organize acceptance inspection.
- (ii) At the time of delivery, Party B shall issue the product quality inspection certificates stipulated in the national standards or the product quality inspection certificates stipulated in the nationally recognized industry standards for the products provided.
- (c) Party A has the right to raise objections to the goods, technology and services provided by Party B before delivery and take relevant measures to ensure qualified quality.
  - (d) Specific organizational procedures, acceptance criteria and methods shall be implemented in accordance with the procedures stipulated by Party A, with Party B's cooperation.
- (E) If the goods do not conform to the contract or fail the factory acceptance, Party A has the right to refuse to accept the goods and terminate this contract, and Party B shall bear the losses caused. During the process of delivery and acceptance, Party B may have 1 opportunity to rectify, if the first inspection is not passed, the demand side, Party A will notify Party B in writing of the deadline for rectification, rectification after the second inspection, the inspection is qualified before leaving the factory. However, if the above rectification time leads to the delay of Party B's delivery time, Party B shall bear the default responsibility of delayed delivery. If the second inspection still fails, Party A has the right to cancel or terminate this contract, and

Party B shall bear the losses caused.

(vi) If the user party finds that the quality or specification of the goods does not conform to the contract, or the performance index of the products does not meet the requirements, or the goods are defective, including potential defects, Party B may have 1 opportunity to rectify the situation, and shall be responsible for replacing the goods free of charge within days after receipt of the notification, or else Party A shall have the right to terminate the contract, and Party B shall bear the losses thus caused.

#### VI. Cargo coding and labeling requirements

Party B shall, in accordance with the unified requirements, provide goods-related data information and cooperate with the procurement unit to do a good job of cataloging data collection.

1. Party B can download the cataloging user terminal software through the Internet site of the Army Procurement Network (http://www.plap.cn) or the "Cataloging Data Platform for General Supplies" (hppt://www.ngcode.cn/catalog), or the purchasing unit can provide the terminal software (Army Assets). Visualization construction thematic website www.hb.jw/xwzx/gzzt/zcksh), use classified special computer to install the software, and enter the procurement information according to the requirements.

Purchased material data (cataloged material varieties must fill in the cataloging code, has been in the "General Material Cataloging Data Platform")

The registered product data can be directly imported into the cataloging user terminal software), import technical specifications, product specifications, books and other electronic documents, and generate and export cataloging application data packages to be submitted to the purchasing unit.

- 2. The purchasing unit receives the cataloging request packet from you, logs into the cataloging system for approval, and then submits the cataloging request, which should be submitted no later than 10 working days before the signing of the contract.
- 3. After cataloging and coding sub-centers compile the application data, they will submit the coding proposal to the cataloging and coding center.
- 4. After the cataloging and coding center audits and assigns codes to the code application data, the purchasing unit logs into the cataloging system to receive the results of the code assignment, which is used for signing the formal contract and uploaded to the cataloging system after the contract is signed; the cataloging and coding sub-center audits and generates the cataloging confirmation order and the cataloging result data packet, which is received by the purchasing unit by logging into the cataloging system, and is provided to Party B for the purpose of code sticking and acceptance and settlement, etc.; for the needs of single piece management, Party B will generate single piece code on its own according to the rules or sample procedures. If there is a need for single-piece management, Party B will generate the single-piece code by itself according to the rules or sample programs.

- 5. Before Party B delivers the materials, in accordance with the explicit requirements of the contract and the relevant technical specifications, the organization of coding and labeling, variety labels must be posted, and single-piece labels are posted in accordance with the management needs of the procurement unit. Failure to follow the requirements of coding and labeling, or printed cataloging code is inconsistent with the contract, acceptance will not be passed.
- 6. Prior to the settlement of the contract, the procurement unit should obtain the corresponding cataloguing confirmation order of the contract and generate exported data as one of the settlement documents. If there is no cataloguing confirmation sheet, or if the contract number in the cataloguing confirmation sheet is inconsistent with the contract, the contract will not be settled.

#### VII. After-sales service

- (a) The date when the installation and commissioning of the goods are completed, accepted and signed by the representatives of both parties. During the quality guarantee period, Party B shall replace all defective or damaged parts free of charge (except for damage caused by improper use and force majeure), and the quality guarantee period of the replaced parts shall be recalculated from the date of replacement. For hidden defects that cannot be detected by reasonable inspection and test, even if the quality guarantee period has expired, Party B shall be responsible for repairing, replacing and assuming the compensation liability free of charge for the failures caused by design defects, manufacturing defects, installation defects of the product itself, or for the damage to Party A's and third party's property or personal injury.
  - (ii) During the quality assurance period, Party B provides maintenance free of charge. Maintenance includes:

- 1. Can provide\_\_\_ more than one year of all-inclusive after-sales service.
- 2. After-sales maintenance services shall be provided directly by the supplier, not to a third party, providing 7\*24 hours technical support services.
- (iii) If Party B fails to remedy the defects with reasonable speed within the time agreed in the contract after receiving the notice, Party A may take necessary remedial measures, but the cost will be borne by Party B. The other rights exercised by Party A against Party B under the contract will not be affected. If the quality problems arising from the Goods cannot be completely eliminated after more than 10 days, Party A has the right to return the Goods, and all the costs of returning the Goods shall be borne by Party B. Within 3 days from the date of Party A's formal written request for the return of the goods, Party B will refund the contract amount paid by Party A in one lump sum. In addition, Party B shall be responsible for the compensation of any actual loss caused to Party A.
  - (d) If the goods involve system upgrade, Party B is responsible for free upgrade for the goods.
- (e) After the expiration of the quality guarantee period, if there is any quality problem, Party B shall still solve the problem according to the terms of this treaty, and Party B shall only charge the cost price of the replacement equipment, and shall not charge the maintenance fee.
- (F) Spare parts requirements: Party B undertakes to ensure the supply of spare parts within one year after the goods have been put into use, and Party B will always be able to provide high-quality spare parts at the most favorable price in the market (and not higher than the price concession standard of the bidding commitment).

#### VIII. Settlement of funds

- 1. Contract Type: \_\_\_ Contract
- 2. Payment Methods: In case of special circumstances, both parties

will negotiate and solve the

problem. IX. Intellectual

#### **Property Rights**

Party B shall guarantee that Party A, the demand side in the use of the goods and services from the third party filed infringement of its patent rights, trademark rights and industrial design rights of the prosecution, Party A, the actual user shall not assume any joint and several responsibility and liability.

#### X. Modification and termination of the contract

(a) If losses are caused by the change or termination of the contract, the party at fault shall bear the compensation responsibility; if both parties are at fault, A and B shall each bear the corresponding responsibility.

(b) In the fulfillment of the contract, by the consensus of Party A and Party B, and by Party A in accordance with the relevant provisions of the army to do

The contract can be changed after the manager's approval.

- (C) the performance of the contract, there are one of the following circumstances, Party A has the right to terminate the contract: ① force majeure can not perform the contract, can not achieve the purpose of the contract; ② continue to perform the contract will be detrimental to the interests of the state or the military, and can not be resolved through the contract change or suspension; 3 adjustment or cancellation of the procurement task can not be changed to reach a new agreement; 4 Party B explicitly indicated that, or by their own actions Party B expressly or by its own behavior does not perform the main obligations of the contract; ⑤ Party B delayed performance of the main obligations of the contract, after a reminder in a limited period of reasonable rectification is still not performed; @ Party B has violated the violation of contractual obligations resulting in the failure to achieve the contractual purpose; 7 Party B has a controlling stake, the scope of business and other major changes in substance, does not comply with the contract; ® state laws and regulations, or other contractual provisions.
- (d) Upon termination of the contract, the part of the contract that has not yet been performed shall be terminated; for the part of the contract that has been performed by Party B, Party A and Party B shall differentiate between the circumstances and handle the matter in accordance with the following agreements: (1) for the part of the contract that has been fulfilled and passed the acceptance and acceptance and Party B has not violated the law and defaulted on the part of Party A, Party A shall

handle the payment and settlement in accordance with the contract; for the part of the contract that has been fulfilled and passed the acceptance and acceptance and Party B has not violated the law and defaulted on the part of Party B, Party A shall, in accordance with the agreement of the present contract and deducting the cost of compensation for violation and default Party A shall handle the payment and settlement in accordance with the contract; ② the contract has been performed part of the quality defects, Party A has the right to require Party B to take repair, rework, replacement and other remedial measures, after acceptance, in accordance with this item ① for payment and settlement; 3 the contract has been fulfilled part of the contract according to Party A's request after remedial work by Party B is not yet meet the requirements of the contract, Party A reserves the right to refuse to accept; 4 Party B has the responsibility of the contract is terminated by the main fault, Party A has the right to refuse to accept the contract has been performed part of the goods; ⑤ part of the contract has been performed in accordance with this contract refused to accept the original status, Party B shall be in accordance with the legal requirements. If Party B is mainly at fault for the termination of the contract, Party A shall have the right to refuse to accept the part of the contract that has been performed.

#### **XI. Performance monitoring**

- (a) Party B undertakes to accept Party A's supervision of its qualifications and performance capacity and to inform Party A of any changes in its qualifications and performance capacity, and Party A has the right to suspend the contract if Party B has any circumstances related to the loss or possible loss of its ability to perform the contract as stipulated in the law.
  - (ii) Without prejudice to Party B's normal production and operation,

Chapter VII.
Sample
contracts

Party A shall from time to time supervise and inspect the progress of the production of goods and the process of quality control, and Party B undertakes to cooperate with Party B and truthfully reflect the situation.

Provide relevant information.

- (c) Party B undertakes to cooperate with the military procurement management, disciplinary inspection and supervision departments, auditing departments and other functional departments in their investigations, to reflect the situation truthfully and to provide relevant information.
- (d) Party B, in the process of contract conclusion and fulfillment, there are violations of law, irregularities and breaches of contract verified, undertakes to be willing to accept unconditionally the written warning and restriction of participation in military procurement activities and other penalties given by the military procurement management department in accordance with the military procurement related regulations.

#### XII. Liability for breach of contract

- (a) Party B shall pay liquidated damages to Party A for delayed delivery without Party A's consent, which shall be calculated at ‰ of the amount of defaulted goods per day, and the maximum amount of liquidated damages shall be 5% of the total amount of defaulted goods. If the maximum amount of liquidated damages still can not be delivered, or the delivery time affects the implementation of Party A's tasks, Party A has the right to terminate the contract, and Party B shall give full compensation for the actual losses caused to Party A and the demand side.
- (ii)Party B fails to fulfill the service obligations as agreed in the contract or the technical performance index of the product does not meet the standard and causes losses to the user unit, Party B shall compensate according to the amount of losses.
  - (C) If Party B provides goods (or services) in the process of

fraudulent behavior, such as substandard, counterfeit, shoddy, swapping equipment or parts, Party B shall, in addition to refunding all the money paid by Party A and compensating Party A for the loss, also pay Party A 100% of the total amount of the contract as liquidated damages.

- (d) If the goods delivered by Party B have serious quality problems or cause damage to the person or property of Party A or a third party, Party B shall, in addition to refunding Party A the full amount paid for the goods and compensating Party A for the loss, pay Party A 100% of the total contract amount as liquidated damages, and if the liquidated damages are insufficient to make up for the loss, Party B shall also bear the responsibility of compensating Party A for the other losses.
- (e) Party A is obliged to assist the Demand Side to pay the payment in full and on time as agreed, and if the payment is not paid in full and on time as agreed, the amount of liquidated damages to be repaid to Party B shall be calculated according to the quoted interest rate of the loan market published by the National Center for Interbank Offered Loan authorized by the People's Bank of China for each day of late payment, and the maximum amount of liquidated damages shall be 5% of the total liquidated damages.

#### XIII. Dispute resolution

In case of disputes during the performance of the contract, they shall be settled in the following manner: (i) Party A and Party B negotiate a settlement.

Disputes arising in the course of the fulfillment of the contract shall first be resolved through consultation in a friendly manner, and if they cannot be resolved through consultation, both parties shall agree to carry out the contract in accordance with the following ():

- (1) Applied to the Beijing Arbitration Commission for arbitration;
- (2) Sue to the people's court with jurisdiction at Party A's domicile. The above must be one or the other, and the selection shall take effect.

#### XIV. Other matters of agreement

- (a) When the performance of the contract is affected by force majeure, the party failing to perform the contract shall notify the other party of the situation within hours after the occurrence of the event, and issue to the other party a document from the authority within days after the occurrence of the event. If the effect of force majeure lasts for more than one day, A and B can re-agree on the fulfillment of the contract.
- (b) The demand side may purchase additional quantities of products as specified, and the purchase price, service guarantees and other matters are subject to this contract.
- (c) Party B shall be obliged to keep confidential this contract and the undisclosed information of Party A and the Demanding Party that it becomes aware of in the course of the performance of this contract.
  - (D) Any unresolved issues shall be resolved through negotiation among Party A, Party in need and Party B. **XV. Entry into force of the**

#### contract

- (a) This contract shall enter into force after it has been numbered in accordance with the relevant provisions on military procurement, signed by Party A and Party B, and stamped with the seal of the unit. Without Party A's permission, Party B shall not transfer partially or completely its contractual obligations to be fulfilled, and shall not fulfill the obligations related to the contract before the contract comes into effect.
- (b) This contract <u>shall be in eight</u> copies, the original of which <u>shall</u> be in <u>two</u> copies, one to be executed by each party, and the duplicate of which shall be in six copies, the original and the duplicate of which shall have the same legal effect.

#### XVI. Annexes to the contract

- (i) Price documentation
- (ii) Main product technical performance parameter table
- (iii) Notification of award

If this Contract is entered into by bidding or selection or negotiation, then, in respect of the items agreed to in this Contract, Party A's bidding or

Chapter VII.
Sample

The documents required for the selection or negotiation and the documents for Party B's bidding or participation in the selection (collectively, the "Bidding Documents").

Unless both parties expressly agree in writing to amend some of the terms and conditions in the bidding documents, if the bidding documents stipulate the rights of Party A or the obligations of Party B which are not stipulated in this contract, or if the rights and obligations of both parties stipulated in the bidding documents are not in line with the agreement of this contract, both parties shall fulfill the terms and conditions which are in favor of Party A.

Note: The clauses in this sample contract are only to be used as a reference for the signing of the contract between the two parties, and new clauses may be added after consultation in order to clarify the rights and obligations of the parties. However, they shall not deviate from the substantive contents of the bidding documents and the bidding documents of the successful supplier.

# Chapter VIII. Composition of documents and format of specialized annexes

Bidding documents are divided into Price Documents, Qualification Documents, and Business and Technical Documents, including but not limited to the following components, this part of the format files are provided, please make according to the format requirements. Bidding documents to provide information as detailed as possible, against the "qualification review form", "conformity review

Form, Commercial Evaluation Form, and Technical Evaluation Form to produce the bidding documents.

	iposition of price documents element	note	
number			
1	Tender opening list	Specialized	
		accessories 1	
II. <b>Co</b> 1	Price Components Table nposition of qualification documents (supportin	Specialized <b>g material</b> accessories 2	s in

#### accordance with the requirements of the Qualification Form)

serial number	element	note
1	Qualification Documents Index Table	Annex to the common document 3-1
2	Business license or institutional legal person certificate to meet the requirements of the bidding documents	Annex to the common document 3-2
3	Certificate of Legal Representation	Annex to the common document 3-3

## Chapter VIII Composition of documents and format of

documents and format of				
4	Authorization letter of presidized appears tative (including the	Annex 3-4 to		
4	authorized representative within 4 months prior to the bidding	the		
	(excluding the month of bidding) even)	commo		
	(Continued 3 months of social security certificates paid by the	n		
	bidding supplier)	docum		
	11-11-1-0 - 0-F F/	ent		
5	Statement of commitment by the supplier	Annex to the		
	butterness of communicate by the supplier	common		
		document		
		3-5		
6	Bidding suppliers in the past year (before the deadline for bidding)	Annex to the common		
	any 6 months tax documents	document		
		3-6		
	Due of of a siel associate power out for a second constitution of	Annex 3-7 to		
7	Proof of social security payment for any 6 months in the past year	the		
	(before the deadline for submission of bids).	commo		
		n		
		docum		
		ent		
	Bidding suppliers to provide three annual audit reports for the years			
8	2020, 2021 and 2022 issued by accounting firms	Annex 3-8 to		
	2020, 2021 and 2022 issued by accounting in his	the commo		
		n		
		docum		
		ent		
9	Bid bond meets the requirements of the solicitation documents	Specialized		
		annexes 4		
10	Bidding vendors provide a screenshot of their completed			
	registration with the Army Procurement Network (APN)			
11	CCC certificate of the product			
		l .		

# Chapter VIII Composition of documents and format of specialized annexes III. Composition of commercial technical documents

serial number	element	note
	business book	
1	Conformity Review Index Table	Annex to the common document 2-1
2	Business Review Index Table	Annex to the common document 2-2
3	tender letter	Annex to the common document 2-4
4	Bidding suppliers' financial status and other indicators meet the requirements of the bidding documents (financial and social security data statistics)	Annex to the common document 2-14
5	Provide enterprise tax credit rating evaluation or certificate issued by the tax agency in FY2022	
6	Provide the bidder's valid certification scope and the project related to the quality management system certification, information technology service management system certification, occupational health management system certification and the Chinese national  Screenshot of Certification and Accreditation Administration webpage	
7	Bidder in the last 1 year the occurrence of administrative penalties	Specialized
	and the sky eye check information screenshot	annexes 5
	Technical Book	
1	Technical Review Index Table	Annex to the common document 2-3
2	Performance in similar projects	Annex to the common document 2-13
3	Response Deviation Table for Technical and Commercial Indicator	Specialized
	Parameters	accessories 6
4	Supply list	Specialized

Chapter VIII Composition of documents and format of specialized annexes annex 3 Annex to the Technical and after-sales service programs 5 common document 2-9

## documents and format of specialized annexes

#### Dedicated Annex 1 List of Tender Openings

## Tender opening schedule

Project	t'l'itle:	Item Number:				Amount unit:
Yserial number	Bid price (total price, dollars)	Delivery period	warranty period	quality standard	Bid bond submitted or not	note
1	Capitalization: Lowercase:					

#### Description:

- 1. On the cover, indicate "Price Document, Project No., Project Name, Bidder's Name".
- 2. This form shall be submitted in triplicate in accordance with the requirements of the procurement documents, and shall not be filled in with selective quotation programs.
- 3. If the bidder fills out the form incorrectly, resulting in the inability to sing the bid, the responsibility shall be borne by the bidder.
- 4. The tender offer shall include all elements of the scope of the tender as defined in the procurement documents.
- 5. The format of the list of bid openings shall not be altered on its own.
- 6, quality standards: qualified, in line with national, military or industry standards.
- 7. Warranty period: software and hardware warranty period\_ The warranty period starts from the date of acceptance. (Bidding suppliers must specify the specific number of years, less than 5 years according to the invalid bid processing.)

Full name of bidding supplier: (stamped)

Legal representative (signature or seal) or authorized representative (signature):

Chapter VIII Composit	sition of	
documents and format of	of	
specialized annexes	year month day of the month	
	year month_ day of the month	

Chapter VIII Composition of documents and format of specialized annexes

Dedicated annex 2

Components of a

### Price Components Table

#### quotation

	serial	Pseudolaric	quantities	unit (of measure)	branding	Specification	price of item	add up the total
n	umber	acid						
	1							
	2							
	3							
Total bid price (yuan)			Upper case: Lowercase:					

#### **Notes:**

- 1. Self-quotes in accordance with chapter VI, "Technical Requirements for Solicitation of Procurement Items", must be listed in detail.
- 2. The contract amount includes the price of the goods themselves, labor costs, packaging costs, transportation costs, loading and unloading costs, installation and commissioning costs, warranty costs, after-sales service costs, as well as all kinds of taxes, insurance, management fees, profits, other costs and other costs.

Full name of bidding supplier: (stamped)

Legal representative (signature or seal) or authorized representative (signature):

Chapter VIII Composition of	
documents and format of specialized annexes	
vear	month day of the month
year_	_ IIIOIIUI_ day of the IIIOIIU

Chapter VIII	Composition of
documents an	d format of
specialized an	nexes

#### Specialized Annex 3

#### List of Supply

### Supply list

serial number	Pseudolaric acid	quantities	unit (of measure)	branding	Specification
1					
2					
3					

#### Notes:

- 1. This form is to be completed in part in accordance with Annex 2, Schedule of Offers.
- 2. This form only reflects the product information, and shall not involve the information of this tender offer, this form shall be encapsulated in the technical documents.

Full name of the bidding supplier: (stamped) Legal representative (signature or stamp) or authorized representative (signature):

\_\_\_\_\_year\_\_ month\_ day of the month

#### Chapter VIII Composition of

documents and format of

## Specialized annex 4 Requirements for tender deposits

## Bid Bond Requirements

Beneficiary: General Hospital of the Chinese People's Liberation
Army
WHEREAS (Bidder) is participating in your (Project No.,
Project Name) bid, we wish to provide you with the following
assurances:
I. Amount and duration of guarantee liability:
1. The maximum limit of guarantee liability borne by us is RMB
Yuan (Capital:), i.e. the amount of
bid bond for this project.
2、Guarantee period:(This guarantee remains valid during the
validity period of the bid/from the effective date of this guarantee until
year_month Day.)
II. Content of warranty liability:
1. If a bidding supplier withdraws its bidding documents during the
bidding validity period after the opening of bids;
2. Bidding suppliers interfering with bid opening or bid evaluation
activities, causing serious impact and consequences;
3. False bids or collusive bidding;
4. If the winning (pre-awarded) supplier abandons the winning bid
without a valid reason;
5. The successful supplier does not enter into a contract with the
procurement unit without a valid reason, proposes additional
conditions to the procurement unit at the time of signing the contract,
or does not submit a performance bond in accordance with the
requirements of the solicitation documents;
6. Other violations of state and military laws and regulations.
Upon receipt of the original copy of this bond and notice of claim
from you that meets the above conditions, our organization
() working days to pay the amount of your claim up to the above
guaranteed amount.

Guarantor:

#### Chapter VIII Composition of

documents and format of

Legal representative (signature or stamp) or authorized representative (signature):

#### Date of issue:

#### **Description:**

- 1. The form of the bond is for reference only and is subject to the above conditions in its entirety.
- 2. If the bidder chooses bank guarantee, it shall be issued by the bank of the bidder's basic account; if the bidder chooses financial guarantee institution, the guarantee institution shall be state-owned or state-controlled (supporting documents shall be provided).
  - 3. The validity period of the bond should meet the validity period of the bid for this project (not less than one year from the date of submission of the bidding documents).

#### (90 days).

4. After 30 days from the end of the validity period of the bid, any bond that is not retrieved by the bidder in a timely manner shall be deemed to have been abandoned by the bidder for retrieval, and will be centrally destroyed by the procuring agency.

#### documents and format of

## Annex 5: Administrative penalties imposed in the past year

#### Administrative penalties in the past year

form	serial numb er	Date of occurrenc	Fact Sheet	Index of Supporting Documents
ad min				
istra tive pen alty				

Note: 1. Listed in this table and provide supporting documents as required.

2. The supplier shall provide a screenshot of the information of the sky eye check inquired since the time of application of this document to date:

The page "Administrative Penalties and Historical Administrative Penalties under Business Risks" must be reflected in the webpage, and the screenshot must reflect the time of inquiry;

② "administrative penalties and historical administrative penalties" have the number of shows, must be attached to the penalty details page. 3. Failure to provide screenshots in accordance with the above requirements will not be scored.

Full name of bidding supplier: (stamped)					
Legal representative (signature or stamp)or					
authorized representative (signature)					
year_ month day of					
the month					

## specialized annexes Dedicated Annex 6 Deviation Table for

## Response to Technical and Commercial Indicator Parameters

# Response Deviation Table for Technical and Commercial Indicator Parameters

Project Title: Item Number:							
serial numb er	Accreditati on Program	Procureme nt requireme	Bidder- specific responses	digres s	Page/Tender or qualification documents	note	
		nts					
1							
•••							
•••							
No	te: Biddin	g suppliers	shall fill in	the speci	fic response cor	tent of the	
produ	cts bidding	against <b>al</b> l	the conten	ts of Cha	pter VI "Comn	nercial and	

**Technical Requirements of Procurement Items",** article by article truthfully, and any negative deviation shall be indicated truthfully, and the negative deviation of the "\*" clause will be regarded as an invalid bid.

Full name of the bidding supplier: (stamped) Legal representative (signature or stamp) or authorized representative (signature):

Chapter VIII	Composition of	of	
documents an specialized an		year_ month_	day of
	the	e month	