Housing construction and municipal infrastructure projects in Jiangsu Province

Standard EPC bidding documents

(2019 edition applies to prequalification)

Jiangsu Provincial Construction Project Bidding and Bidding Office

Instructions for use

I. The Jiangsu Provincial Housing Construction and Municipal Infrastructure Project Standard Project General Contracting Bidding Documents (2019 Edition Applies to Prequalification) (hereinafter referred to as the "Standard Pre-qualification Bidding Documents") is prepared by the Jiangsu Provincial Construction Project Bidding and Bidding Office. It is applicable to housing construction and municipal infrastructure projects in Jiangsu Province where state-owned funds hold or dominate, and the e-bidding project of general contracting is carried out by means of pre-qualification to review potential bidders.

Where bidding is conducted by non-electronic means, it may be used after corresponding amendments with reference to the Standard Pre-examination Bidding Documents.

2. The chapters, sections, articles, paragraphs, items and items marked with the same serial number in the "Standard Pre-examination Bidding Documents" are used by the bidders and bidders for choice and use; the contents marked by the space are filled in by the bidders, and the bidders should be concretized according to the specific characteristics and actual needs of the bidding projects, and those that do not need to be filled in are marked with "/" in the spaces; where they are marked by "□", they are selected by the bidders according to their specific characteristics and actual needs.

3. The main text of Chapter II of the Standard Pre-examination Bidding Documents, "Notice to Bidders" and the preceding schedule, shall be directly quoted without modification, except for the content marked with blanks by the bidder, the selective content and the content that can be supplemented. Fill in the blanks, select and supplement the content shall be determined by the bidder in accordance with the provisions of relevant national and local laws and regulations and the specific circumstances of the bidding project.

Chapter 3 of the Standard Pre-examination Bidding Documents, "Bid Evaluation Methods", is divided into comprehensive assessment method and assessment separation method. The comprehensive assessment method includes four methods: after the feasibility study is completed, the scheme design is completed, the preliminary design is completed, and the professional project is completed. The tenderer shall select and use it according to the specific characteristics and actual needs of the bidding project, and the evaluation criteria, scores and weights of the specific evaluation factors shall be determined by the bidder in accordance with the relevant provisions and the specific conditions of the bidding project.

The appendix to Chapter III, "Evaluation Measures", shall set out all the evaluation factors and evaluation criteria, and indicate in this chapter (the former schedule and the main text) all the terms that will result in the rejection of the bid if the bidder fails to meet its requirements.

5. Chapter 4 of the Standard Pre-examination Bidding Documents, "Contract Terms and Formats", shall be prepared by the bidders with reference to the "Model Text of the General Contracting Contract for Construction Projects (Trial Implementation)" (GF-2011-0216) issued by the Ministry of Housing and Urban-Rural Development and the State Administration for Industry and Commerce, as well as the specific circumstances of the bidding projects.

6. Chapter 5 "Quotation List" and Chapter 6 "Requirements of the Contractor" of the Standard Pre-examination Bidding Documents shall be prepared by the bidders according to the specific characteristics and actual needs of the bidding projects.

7. Chapter 7 of the Standard Pre-examination Bidding Documents, "Information Provided by the Contractor", shall be prepared by the bidder according to the specific characteristics and actual needs of the bidding project, and shall be linked to the contents of Chapters 1 to 6.

8. The Standard Pre-examination Bidding Documents are 2019 editions and will be revised in a timely manner according to the problems that arise during the implementation process. The opinions and suggestions of each user unit or individual on the revision of the "Standard Pre-examination Bidding Documents" may be reflected to the Jiangsu Provincial Construction Project Bidding and Bidding Office.

(Project name and lot section) General contracting bidding

**Tender documents**

Lot Number:

Tenderer (Tender Agency):

Preparer (signature or seal):

 Year Month Day

**directory**

[Chapter I Invitation to Tender (Notice of Passing Prequalification on Behalf of The Representative) 8](#_Toc1721326)

[Chapter II Notice to Bidders9](#_Toc1721327)

[Notice to Bidders in Schedule 9](#_Toc1721328)  above

[Notice to Bidders1](#_Toc1721329)

[1 General](#_Toc1721330)  [1](#_Toc1721330)

[1.1 Project Overview](#_Toc1721331)  [1](#_Toc1721331)

[1.2 Sources of funding and implementation1](#_Toc1721332)

[1.3 Scope of tendering, planned duration and quality requirements1](#_Toc1721333)

[1.4 Bidder Qualification Requirements1](#_Toc1721334)

[1.5 Cost bearing and design result compensation1](#_Toc1721335)

[1.6 Confidentiality1](#_Toc1721336)

[1.7 Language and writing](#_Toc1721337)  [2](#_Toc1721337)

[1.8 Unit of Measurement](#_Toc1721338)  [2](#_Toc1721338)

[1.9 Site Survey](#_Toc1721339)  [2](#_Toc1721339)

[1.10 Subcontract](#_Toc1721340)  [2](#_Toc1721340)

[1.11 Deviation from](#_Toc1721341)  [2](#_Toc1721341)

[1.12 Intellectual Property Rights2](#_Toc1721342)

[1.13 Synonymous words](#_Toc1721343)  [2](#_Toc1721343)

[2 Solicitation documents2](#_Toc1721344)

[2.1 Composition of the solicitation](#_Toc1721345)  [documents2](#_Toc1721345)

[2.2 Clarification of the solicitation](#_Toc1721346)  [documents3](#_Toc1721346)

[2.3 Modification of the solicitation](#_Toc1721347)  [documents3](#_Toc1721347)

[2.4 Maximum Bid Limit3](#_Toc1721348)

[3 Tender document](#_Toc1721349)  [4](#_Toc1721349)

[3.1 Composition of the tender](#_Toc1721350)  [documents4](#_Toc1721350)

[3.2 Bid Quotation](#_Toc1721351)  [4](#_Toc1721351)

[3.3 Tender Validity Period4](#_Toc1721352)

[3.4 Bid Bond4](#_Toc1721353)

[3.5 Alternative Bid](#_Toc1721354)  [5](#_Toc1721354)

[3.6 Eligibility Review Materials5](#_Toc1721355)

[3.7 Preparation of tender documents5](#_Toc1721356)

[4 Bid](#_Toc1721357)  [5](#_Toc1721357)

[4.1 Seals and markings for backup of tender documents5](#_Toc1721358)

[4.2 Submission of Tender Documents6](#_Toc1721359)

[4.3 Modification and withdrawal of tender documents6](#_Toc1721360)

[5 Opening bid](#_Toc1721361)  [6](#_Toc1721361)

[5.1 Bid opening time, place and bidder representatives6](#_Toc1721362)

[5.2 Bid Opening Procedure6](#_Toc1721363)

[5.3 Handling of special cases6](#_Toc1721364)

[6 Bid Evaluation](#_Toc1721365)  [7](#_Toc1721365)

[6.1 Bid Evaluation Committee7](#_Toc1721366)

[6.2 Principle 7](#_Toc1721367)  [of bid evaluation](#_Toc1721367)

[6.3 Bid Evaluation7](#_Toc1721368)

[6.4 Announcement of bid evaluation results (bid candidates) 7](#_Toc1721369)

[7 Contract awards7](#_Toc1721370)

[7.1 Calibration method](#_Toc1721371)  [7](#_Toc1721371)

[7.2 Notice of Winning Bid, Announcement of Winning Candidate and Announcement of Winning Bid Result8](#_Toc1721372)

[7.3 Performance Bond8](#_Toc1721373)

[7.4 Conclusion of the contract8](#_Toc1721374)

[8 Discipline and oversight9](#_Toc1721375)

[8.1 Disciplinary requirements for tenderers9](#_Toc1721376)

[8.2 Disciplinary requirements for bidders9](#_Toc1721377)

[8.3 Disciplinary requirements for bid evaluation committee members9](#_Toc1721378)

[8.4 Disciplinary requirements for staff related to bid evaluation activities9](#_Toc1721379)

[8.5 Objections and Complaints9](#_Toc1721380)

[9 Right of interpretation](#_Toc1721381)  [10](#_Toc1721381)

[10 Other elements added by the tenderer10](#_Toc1721382)

[Chapter III: Evaluation Methods (Comprehensive Assessment Method: Two-Stage Bid Evaluation) 11](#_Toc1721383)

[Schedule 11](#_Toc1721384)  before the bid evaluation method

[1. Judging Criteria](#_Toc1721385)  [27](#_Toc1721385)

[1.1 Preliminary Evaluation Criteria](#_Toc1721386)  [27](#_Toc1721386)

[1.2 Detailed evaluation](#_Toc1721387)  [criteria27](#_Toc1721387)

[2. Bid evaluation procedure](#_Toc1721388)  [27](#_Toc1721388)

[2.2 Phase I](#_Toc1721389)  [Review27](#_Toc1721389)

[2.3 Phase II](#_Toc1721390)  [Review27](#_Toc1721390)

[2.3.1 Preliminary](#_Toc1721391)  [review27](#_Toc1721391)

[2.3.2 Detailed](#_Toc1721392)  [review29](#_Toc1721392)

[2.4 Clarification and correction of tender](#_Toc1721393)  [documents29](#_Toc1721393)

[2.5 Recommend the winning](#_Toc1721394)  [candidate29](#_Toc1721394)

[Chapter III Bid Evaluation Methods (Comprehensive Assessment Method: No Two-Stage Bid Evaluation) 31](#_Toc1721395)

[Schedule 31](#_Toc1721396)  precedes the bid evaluation methodology

[1. Evaluation Criteria](#_Toc1721397)  [36](#_Toc1721397)

[1.1 Preliminary Evaluation](#_Toc1721398)  [Criteria36](#_Toc1721398)

[1.2 Detailed evaluation](#_Toc1721399)  [criteria36](#_Toc1721399)

[Chapter III Bid Evaluation Methods (Assessment Separation Method) 39](#_Toc1721400)

[Schedule 39](#_Toc1721401)  precedes the bid evaluation methodology

[Bid evaluation programme 40](#_Toc1721402)

[1. Judging Criteria](#_Toc1721403)  [41](#_Toc1721403)

[1.1 Preliminary Evaluation Criteria](#_Toc1721404)  [41](#_Toc1721404)

[1.2 Detailed evaluation criteria](#_Toc1721405)  [41](#_Toc1721405)

[2. Bid evaluation procedure](#_Toc1721406)  [41](#_Toc1721406)

[2.1 Evaluation criteria for preparation (clearance)](#_Toc1721407)  [41](#_Toc1721407)

[2.2 Preliminary](#_Toc1721408)  [review41](#_Toc1721408)

[2.3 Detailed](#_Toc1721409)  [review43](#_Toc1721409)

[2.4 Clarification and correction of tender](#_Toc1721410)  [documents43](#_Toc1721410)

[2.5 Recommend the calibration](#_Toc1721411)  [candidate44](#_Toc1721411)

[Chapter IV Contract Terms and Format45](#_Toc1721412)

[Chapter V List of Quotations 73](#_Toc1721413)

[1. Quotation list comprehensive description](#_Toc1721414)  [73](#_Toc1721414)

[Chapter VI Requirements for Contract Issuers74](#_Toc1721415)

[Chapter VII Information provided by the contractor78](#_Toc1721416)

[Chapter VIII Tender File Formats79](#_Toc1721417)

[Cover (Business Standard) 80](#_Toc1721418)

[Appendix 82](#_Toc1721419)  to the Tender Letter

[Identification of the legal representative83](#_Toc1721420)

[Power of Attorney 84](#_Toc1721421)

[Curriculum vitae of EPC project managers and key project managers 87](#_Toc1721422)

[List of similar project performance of bidders (EPC project managers) 88](#_Toc1721423)

[Proposed re-contracting schedule 89](#_Toc1721424)

[Schedule 89](#_Toc1721425)  for proposed subcontracting

[Project performance data 90](#_Toc1721426)

[Additional information 90](#_Toc1721427)

[Cover (Economic Standard) 91](#_Toc1721428)

[EPC quotation 92](#_Toc1721429)

[Summary table of bid sub-quotations 93](#_Toc1721430)

[Detailed quotations for each tender sub-quotation 94](#_Toc1721431)

[Cover (technical label 1 )](#_Toc1721432)  [95](#_Toc1721432)

[Design file 96](#_Toc1721433)

[Cover (technical standard 2 )](#_Toc1721434)  [97](#_Toc1721434)

[Project Management Organization Programme 98](#_Toc1721435)

# Chapter I Invitation to Tender (Notice of Passing The Prequalification on Behalf of the Applicant)

(Project Name and Lot) **Notice of Prequalification Result**

 (Name of pre-qualification qualified unit) ：

Your unit has passed the pre-qualification (project name and lot) and is now invited to participate in the bidding.

Bidder: Tender Agency:

Address: Address:

Zip Code:

Contact: Contact:

Phone: Phone:

Fax: Fax:

Email: Email:

 Year Month Day

# Chapter II Notice to Bidders

# Notice to Bidders preceding the schedule

| **Term number** | **Article Name** | **Compile the contents** |
| --- | --- | --- |
| 1.1.2 | Tenderer | Name:Address:Contact:Phone:Email:Fax: |
| 1.1.3 | Tender agency | Name:Address:Contact:Phone:Email:Fax: |
| 1.1.4 | The project name |  |
| 1.1.5 | Construction site |  |
| 1.2.1 | Source |  |
| 1.2.2 | Proportion of capital contribution |  |
| 1.2.3 | Implementation of funds |  |
| 1.2.4 | Contract price payment method |  |
| 1.3.1 | Scope of tendering |  |
| 1.3.2 | A request duration | Total duration requirement: Calendar days. Thereinto:Design Start Date: Year Month DayCommencement of construction: Year Month DayCompletion Date: Year Month DayIn addition to the above total duration, the contractor also requires the following node duration (if any): |
| 1.3.3 | Quality requirements | Quality standards required by the design:Quality standards required for construction: |
| 1.4.1 | Bidder qualification requirements | See prequalification announcement |
| 1.4.2 | Whether to accept consortium bids | See prequalification announcement |
| 1.5.2 | Cost commitment and design achievement compensation standards |  |
| 1.9.1 | Survey the site | Bidders conduct their own surveys. |
| 1.10 | subcontract | Subcontracting Requirements: |
| 1.11 | Deviation | □ not allowed□ permitted, the content, extent and magnitude of deviations are allowed |
| 2.1.1（9） | Other materials constituting the solicitation documents |  |
| 2.2.1 | The bidders requested clarification of the deadline for the solicitation documents |  Year, month, day and hours |
| 2.2.2 | The tender documents clarify the time of publication |  Year, month, day and hours |
| 2.4 | Maximum Bid Limit (Bid Control Price) | □ amount: 10,000 yuan□ calculation method: |
| 3.1.1 | Materials constituting tender documents | **1. Business Standard:**□ the tender letter and the appendix to the tender letter;□ the identity certificate of the legal representative or the power of attorney with the identity certificate of the legal representative;□ consortium agreement (if any);□ Basic Information Table for Bidders;□ The composition of the project management body;□ curriculum vitae of project managers and major project managers of EPC project managers□ a list of similar project performance of bidders (EPC project managers).□ proposed re-contracting schedule (if any);□ a proposed subcontracting schedule, if any. **2. Economic standard:**□ EPC quotation;□ Summary table of sub-quotations for bidding;□ the detailed quotation schedule of each tender item;**3. Technical standard:**□ scheme design documents or preliminary design documents or professional engineering design documents;□ project management organizational program;□......**Materials to be obtained from the Integrity Vault:**□ business license; □ enterprise qualification certificate; □ enterprise account opening license; □ safety production license; □ Engineering Construction Registration Qualification Certificate or Engineering Construction Senior Professional and Technical Title Certificate;□ safety production assessment B certificate; □ enterprise or project manager of the general contracting project similar to the project performance (including the notice of winning the bid, the general contracting contract of the project, the completion acceptance certificate materials, the direct contracting project may not provide the notice of winning the bid, but must provide the direct contract issuance certificate issued by the contractor with the official seal of the unit) (if any) ; □......**Documents required for scanned copies:**□ proof of payment of bid deposit; financial audit reports and financial statements (year-year) audited by □ accounting firms; □ certificate of pension insurance payment for the project manager of the general contracting project (year month - year month).□ entrusted agent pension insurance payment certificate (year month - year month) (technical personnel engaged in engineering design and construction of institutions of higher learning, scientific research institutions, military management and other departments can not provide pension insurance payment certificate, the superior personnel department of the unit to provide the corresponding certification materials).□ other supporting materials for enterprise performance and project manager performance of general contracting project managers□ notification letter for enterprises and project managers of general contracting projects to inquire about bribery crimes□...... |
| 3.2.1 | Contract price form | Fixed total price contracts |
| 3.2.6 | Other requirements for bid quotations |  |
| 3.3.1 | Validity period of bids | The bidding deadline is the calendar day |
| 3.4.1 | Bid bond submission | Form of bid bond:The amount of the bid deposit: RMB 10,000Submission Method: The bid bond must be remitted from the bidder's basic account to the designated special bid deposit account. (Except for non-cash forms such as bank guarantee, project guarantee, project guarantee insurance, etc.)Account Name: Bank:Account:Other requirements: |
| 3.4.3 | Bid deposit refund method |  |
| 3.5 | Whether alternative bids are allowed | □ Allowed □ not allowed |
| 3.7.4 | Technical standards are required to be dark labeled |  |
| 3.7.5 | Other preparation requirements |  |
| 4.2.1 | Bid deadlines |  Year, month, day and hours |
| 4.2.3 | The place where the tender documents are submitted | The electronic tender documents shall be transmitted and submitted by each bidder on the "Electronic Tendering and Bidding Trading Platform" before the bidding deadline;Bid file backup submission location: . |
| 5.1.1 | Time and place of bid opening | Bid opening time: The same bid deadlineBid opening location: . |
| 5.1.2 | Representatives of bidders participating in the bid opening session |  |
| 5.2.1 | Bid opening procedure |  |
| 5.2.2 | Decryption time |  |
| 5.4. 1 | Evaluation standard preparation time | Evaluation standard preparation time: Year Month Day |
| 6.1.1 | Formation of the bid evaluation committee | The evaluation committee is composed of: representatives of bidders and economic and technical expertsBid evaluation experts determine the method: |
| 6.3 | Bid evaluation time | Bid evaluation time: Year month day |
| 6.4.2 | When the "assessment separation" method is adopted: the evaluation results (bid candidates) are announced | Number of candidates: .After the objection is established and the corresponding qualification of the candidate is cancelled:□ continue calibration□ organize the original bid evaluation committee to re-evaluate and recommend candidates for bid determination |
| 7.1.1 | Whether the bid evaluation committee is authorized to determine the successful bidder | □ yes□ No, the number of recommended successful candidates: .  |
| 7.1.2 | When using the "assessment separation" method: calibration method | If the "assessment separation" method is adopted, the calibration method is:□ Price Competition Calibration Method:□ votes determine the subject matter:□ voting by lottery:□ Collective Deliberation Law:□ other calibration methods: |
| 7.3.1 | Performance bond | □ is the form of performance bond: a bank guaranteeThe amount of the performance bond: 10,000 yuanAfter receiving the notice of winning the bid, the bidder must submit the performance bond to the bidder in full within one day, otherwise the bidder may cancel the bid qualification□no |
| 8.5.2 | Bidding administrative supervision department |  |
| 10.1 | Additional content that needs to be added |  |
| 10.2 | Using the "assessment separation" method:Calibration scheme | The specific calibration scheme is as follows: |
|  |

# Notice to bidders

## 1 General

### 1.1 Project Overview

1.1.1 In accordance with the provisions of the Law of the People's Republic of China on Bidding and Bidding and other relevant laws, regulations and rules, the bidding project has met the bidding conditions, and the general contracting of the bidding section is hereby tendered.

1.1.2 Bidders for this TenderIng Project: See "Schedule Before Notice to Bidders".

1.1.3 Tendering Agency for this Tender Section: See "Schedule Before Notice to Bidders".

1.1.4 The name of this tender item and lot section: see "Schedule before The Notice to Bidders".

1.1.5 Construction site of this lot: see "Schedule before Notice to Bidders".

### 1.2 Sources of funding and implementation

1.2.1 Sources of funding for this tender project: see "Schedule before Notice to Bidders".

1.2.2 Proportion of capital contribution to this tendered project: see "Schedule before Notice to Bidders".

1.2.3 Implementation of the funds of this tendered project: see "Schedule before The Notice to Bidders".

1.2.4 Method of payment of the contract price of this tendered project: see "Schedule before The Notice to Bidders".

### 1.3 Scope of tendering, planned duration and quality requirements

1.3.1 Scope of this tender: see "Schedule before Notice to Bidders".

1.3.2 The required duration of this lot: see "Schedule before Notice to Bidders".

1.3.3 Quality requirements for this lot: see "Schedule before Notice to Bidders".

### 1.4 Bidder Qualification Requirements

1.4.1 The bidder shall have the qualification requirements to undertake the general contracting of the project, see the pre-qualification announcement.

1.4.2 Whether to accept consortium bids is subject to prequalification announcement

### 1.5 Cost bearing and design results compensation

1.5.1 The costs incurred by the bidder in preparing and participating in the bidding activities shall be borne by the bidder.

1.5.2 The tenderer shall compensate for the design results of the unsuccessful bidders that meet the requirements of the bidding documents, and shall have the right to use the design results of the unsuccessful bidders free of charge, and the specific compensation standards can be found in the "Schedule Before the Notice to Bidders".

### 1.6 Confidentiality

All parties involved in the bidding and bidding activities shall keep the tender documents and the commercial and technical secrets in the bidding documents confidential, and the violators shall bear legal responsibility for the consequences arising therefrom.

### 1.7 Language and Writing

Languages relating to tendering and bidding are Chinese except for terminology, which, if necessary, should be accompanied by Chinese annotations.

### 1.8 Units of Measurement

All measurements are made in the legal units of measurement of the People's Republic of China.

### 1.9 Visit the site

1.9.1 Bidders shall visit the project site as needed.

1.9.2 Bidders are responsible for the expenses incurred in visiting the site.

1.9.3 The Bidder shall be solely responsible for the casualties and property damage incurred during the survey site.

### 1.10 Subcontracting

The subcontracting activities shall comply with the provisions of the Ministry of Housing and Urban-Rural Development and the Provincial General Contracting of The Ministry of Housing and Urban-Rural Development and the Provincial General Contracting of The Project, and if the bidder intends to subcontract the winning project in accordance with the law after winning the bid, it shall meet the requirements stipulated in the "Schedule Before the Notice to Bidders".

### 1.11 Deviation

Bidders need to note that if the schedule above allows the bidding documents to deviate from certain requirements of the solicitation documents, the deviation shall conform to the scope and range of deviations specified in the solicitation documents.

### 1.12 Intellectual Property Rights

Documents constituting the various components of this solicitation document shall not be copied and used by the bidder for other purposes other than those required by this solicitation without the written consent of the tenderer.

### 1.13 Synonymous terms

The wording "contractor" and "contractor" that appear in the chapters "general contract clauses", "exclusive contract clauses", "requirements of the contractor", "information provided by the contractor" and other chapters that form part of the solicitation documents shall be understood as "bidder" and "bidder" respectively at the tendering stage.

## 2 Solicitation documents

### 2.1 Composition of the Solicitation Documents

2.1.1 This solicitation document includes:

(1) Invitation to tender;

(2) Notice to bidders;

(3) Bid evaluation methods;

(4) Contract terms and format;

(5) List of quotations

(6) The requirements of the contractor;

(7) Information provided by the contractor;

(8) Tender file format;

(9) Bidders are required to note other information specified in the preceding schedule.

2.1.2 Clarifications and amendments to the solicitation documents in accordance with paragraphs 2.2 and 2.3 of this Chapter shall form an integral part of the solicitation documents. In the event of inconsistencies in the clarification and revision of the solicitation documents, the documents published at the later date shall prevail.

### 2.2 Clarification of Solicitation Documents

2.2.1 Bidders shall carefully read and check the entire contents of the solicitation documents, and if missing pages or incomplete attachments are found, they shall promptly submit them to the bidders in order to complete them. If the bidder has any doubts, he shall submit it through the "Electronic Bidding and Bidding Trading Platform" at the time specified in the schedule before the Notice to the Bidder, requesting the bidder to clarify the bidding documents.

If the bidder does not submit it within the clarification period, the bidder has the right not to respond.

2.2.2 Clarification of the solicitation documents will be sent to all bidders through the "Electronic Tendering and Bidding Trading Platform" before the time specified in the schedule preceding the Notice to Bidders, provided that the tenderer does not indicate the source of the clarification and the tenderer will not give further notice.

2.2.3 From the time the clarification document is issued in accordance with paragraph 2.2.2 of this Chapter, it shall be deemed that the tender has received the clarification document. Bidders fail to consult the clarifications of the tender documents in a timely manner through the "Electronic Tendering and Bidding Trading Platform", or fail to prepare the tender documents in accordance with the clarified tender documents, and the consequences caused by this shall be borne by the bidders themselves.

### 2.3 Modification of Solicitation Documents

2.3.1 If the tenderer really needs to amend the tender documents after the release of the tender documents, the tenderer will send them to all bidders through the "Electronic Tendering and Bidding Trading Platform".

2.3.2 From the time the modification document is issued in accordance with paragraph 2.3.1 of this Chapter, it shall be deemed that the tender has received the modification document. If the bidder fails to consult the amendments to the bidding documents in a timely manner through the "Electronic Bidding and Bidding Trading Platform", or fails to prepare the bidding documents in accordance with the revised bidding documents, the consequences arising therefrom shall be borne by the bidders themselves.

### 2.4 Maximum Bid Limit

The maximum bidding limit price is the bidding control price set by the bidder based on the approved investment estimate, according to the design documents at different stages, and with reference to the project cost indicators, estimated quotas, etc. The maximum bidding limit amount of the project can be found in the "Schedule Before the Notice to Bidders", and the maximum bidding limit document is published in the designated media with the bidding documents of the project and issued to all bidders through the "Electronic Bidding and Bidding Trading Platform". If the tenderer does need to modify the published maximum bidding limit, it shall send the revised maximum bidding limit price to all bidders through the "Electronic Bidding and Bidding Trading Platform" before the bidding deadline 15 days ago.

## 3 Tender documents

### 3.1 Composition of tender documents

3.1.1 The composition of the bidding documents is set out in the "Schedule before the Notice to Bidders";

3.1.2 If the bidding documents "Chapter 8 Bidding Documents" have specified format requirements, the bidders shall fill in the prescribed format and submit relevant supporting materials as required.

3.1.3 If the "Schedule to the Notice to Bidders" provides that a consortium tender is not accepted, or the bidder does not form a consortium, the bidding documents do not include the consortium agreement.

### 3.2 Bid Quotation

 3.2.1 The form of the contract price of the EPC project is shown in the appendix before the Notice to Bidders.

3.2.2 Bidders shall fill in the price list and tender quotation as required under Chapter VIII "Tender File Format".

3.2.3 Bidders shall be fully aware of the location of the construction site, the surrounding environment, the roads, loading and unloading, storage, installation restrictions and other elements affecting the bid price. Bidders bid and offer bids according to the bidding design and combined with market conditions.

3.2.4 If the bidder modifies the total amount of the bid in the bid letter before the bid deadline, he shall amend the corresponding bid in the "Price List" of the bid document, which is the sum of the sub-amounts. Such modification shall comply with the relevant requirements of section 4.3 of this Chapter.

3.2.5 Bidders' bidding quotations shall not exceed the maximum bidding limit.

3.2.6 Other requirements for tender quotations are set out in the Schedule to the Bidders' Instructions.

### 3.3 Validity period of tenders

3.3.1 Bidders shall not request the revocation or modification of their tender documents during the validity period of the tender as specified in the schedule preceding to the Notice to Bidders.

3.3.2 If special circumstances require an extension of the validity period of the tender, the tenderer will notify all bidders to extend the validity period of the tender. If the bidder agrees to the extension, the validity period of its bid bond shall be extended accordingly, but its bid documents shall not be required or permitted to be amended or revoked;

### 3.4 Bid Bond

3.4.1 Bidders must submit the Bid Deposit in accordance with the provisions of the Schedule to the Tenderer's Notice before the Tender Deadline.

3.4.2 If a bidder fails to submit a bid deposit in accordance with the requirements of item 3.4.1 of this Chapter, his or her bid documents shall be invalid.

3.4.3 Within 5 days after the tenderer signs the contract with the successful bidder, the bidding deposit shall be refunded to the unsuccessful bidder and the successful bidder. The method of refund is shown in the attached table before the Notice to Bidders.

3.4.4 The bid deposit will not be refunded in any of the following circumstances:

(1) The bidder revokes or modifies its bidding documents within the validity period of the bidding;

(2) The successful bidder does not conclude a contract with the bidder without a legitimate reason;

(3) The successful bidder proposes additional conditions to the tenderer when signing the contract;

(4) The successful bidder does not submit a performance bond in accordance with the requirements of the bidding documents.

### 3.5 Alternative Tenders

Except as otherwise provided in the "Schedule To The Former Notice to Bidders", the bidder shall not submit alternative tenders. Where bidders are permitted to submit alternative tenders, only the alternative tenders submitted by the successful bidder may be considered. If the bid evaluation committee considers that the successful bidder's alternative bid scheme is superior to the bid plan prepared in accordance with the requirements of the solicitation documents, the bidder may accept the alternative bid.

### 3.6 Eligibility Screening Materials

If a bidder encounters new circumstances that may affect its eligibility to bid before submitting the tender documents, it shall update or supplement the information provided by it in its application for prequalification to confirm that its qualifications continue to meet the requirements of the prequalification documents and that there is no material reduction.

### 3.7 Preparation of tender documents

3.7.1 Tender documents shall be prepared in accordance with Chapter VIII, "Tender Formats", which may be added as part of the tender documents if necessary. Among them, on the basis of meeting the substantive requirements of the solicitation documents, the appendix to the bidding letter may propose commitments that are more favorable to the bidder than the requirements of the bidding documents.

3.7.2 Electronic tender documents shall be prepared, signed and encrypted using the tender document production tools acceptable to the "Electronic Tendering and Bidding Trading Platform" and uploaded to the "Electronic Tendering and Bidding Trading Platform" before the bidding deadline.

3.7.3 The bidding documents shall respond to the substantive contents of the bidding documents, such as the construction period, the validity period of the bidding, the quality requirements, the technical standards and requirements, and the scope of the bidding.

3.7.4 The requirements for the technical standard are shown in the appendix to the Notice to Bidders.

3.7.5 Supplementary Content: Other requirements for the preparation of tender documents are detailed in the Schedule before the Notice to Bidders.

## 4 Bidding

### 4.1 Sealing and marking of the backup of tender documents

4.1.1 The bidding backup documents shall be placed in the sealing bag and affixed with the official seal of the bidder's unit on the sealing bag. Technically complex design documents can also be sealed in writing, etc., along with the backup of the bidding documents.

4.1.2 The name of the tenderer and the name of the bidder section shall be indicated on the seal bag backed up in the bidding documents.

4.1.3 If it is not sealed in accordance with the requirements of item 4.1.1 of this Chapter, the tenderer shall not accept the backup of the tender documents.

### 4.2 Submission of Tender Documents

4.2.1 Bidders shall transmit and submit encrypted electronic bidding documents to the "Electronic Bidding and Bidding Trading Platform" before the bidding deadline specified in the schedule before the Notice to Bidders, and submit a backup of the sealed bidding documents (including design documents not submitted online). Whether or not to submit a backup of the bidding documents is at the discretion of the bidders.

4.2.2 When the bid opening activities cannot be carried out normally due to the failure of the "Electronic Bidding and Bidding Trading Platform", the bidder will use the "Bid Document Backup" to continue the bid opening activities, and if the bidder fails to submit a backup of the bidding documents, it shall be deemed to have withdrawn its bid documents, and the consequences and losses caused therefrom shall be borne by the bidders themselves.

4.2.3 Place where the bidder submits the tender documents: See the schedule before the Notice to Bidders.

4.2.4 If the bidding documents are uploaded after the deadline, the bidder shall not accept it.

4.2.5 Electronic bidding documents uploaded through the "Electronic Tendering and Bidding Trading Platform" shall be certified and encrypted using digital certificates, and tender documents that are not encrypted and certified by digital certificates as required shall not be accepted by the tenderer.

### 4.3 Modification and withdrawal of tender documents

Bidders may amend, but not withdraw, submitted tender documents before the tender deadline set out in article 4.2.1 of this Chapter.

## 5 Opening of bids

### 5.1 Bid opening time, place and representatives of bidders

5.1.1 The tenderer shall open bids at the time and place specified in the schedule before the Notice to The Bidder;

5.1.2 The requirements of the representatives of bidders participating in the bid opening meeting are set out in the attached table before the Notice to Bidders. Failure to send relevant personnel to participate in the opening of tenders as required will result in their bid rejection.

### 5.2 Bid Opening Procedures

5.2.1 The opening procedure is set out in the schedule before the Notice to Bidders.

5.2.2 Each bidder shall complete the decryption of the electronic bidding documents (which can be decrypted on site or online) within the time specified in the "Pre-Notice to Bidders" and the decrypted electronic bidding documents will be imported in public at the bid opening meeting.

### 5.3 Handling of Special Cases

5.3.1 When the bid opening activities cannot be carried out normally due to the failure of the "Jiangsu Province Online Bid Opening and Evaluation System", the bidders can use the "Bid Document Backup" to continue the bid opening activities.

The failure of the "Jiangsu Province Online Bid Evaluation System" refers to the situation that all bidders' electronic bidding documents cannot be decrypted due to non-bidders. If some of the bidding documents cannot be decrypted, this clause shall not apply.

5.3.2 If the tender documents are not decrypted within the prescribed time due to the reasons of the bidder, the bid will be rejected.

### 5.4 Evaluation criteria for preparation (clearance).

5.4.1 The tenderer shall prepare (clear the bid) at the time specified in the schedule before the notice to the bidder.

## 6 Bid evaluation

### 6.1 Bid Evaluation Committee

6.1.1 The bid evaluation committee established by the bidder in accordance with the law shall be responsible for the bid evaluation. The number of members of the bid evaluation committee and the method of determining the technical, economic and other experts can be found in the "Appendix to the Notice to Bidders".

6.1.2 Members of the bid evaluation committee shall be recused under any of the following circumstances:

(1) Close relatives of the bidder or the main person in charge of the bidder;

(2) Personnel of the competent department of the project or the administrative supervision department;

(3) There is a relationship of economic interest with the bidder, which may affect the fair evaluation of the bidding;

(4) Those who have previously received administrative or criminal penalties for engaging in illegal acts in bidding, bid evaluation and other activities related to bidding and bidding.

### 6.2 Bid Evaluation Principles

The bid evaluation activities follow the principles of fairness, impartiality, science and merit.

### 6.3 Bid Evaluation

The bid evaluation committee shall evaluate the bidding documents in accordance with the methods, evaluation factors, standards and procedures specified in Chapter III "Bid Evaluation Methods" at the time specified in the schedule before the notice to the bidder. The methods, evaluation factors and standards not specified in Chapter III "Bid Evaluation Measures" shall not be used as the basis for bid evaluation.

### 6.4 Announcement of bid evaluation results (bid candidates).

6.4.1 The tenderer shall publish the evaluation results within 3 days from the date of receipt of the bid evaluation report in the same medium as the bidding announcement of the bidding project, and the publicity period shall not be less than 3 days.

6.4.2 Where the "evaluation separation" method is adopted, the number of candidates for bidding can be found in the "Pre-Instructions for Bidders"; during the publicity period of the evaluation results (bidding candidates), when the number of bidding candidates due to doubts or complaints is less than the number specified in the bidding documents, the specific requirements of the bidder to continue to bid or organize the original bid evaluation committee to re-evaluate and supplement the recommended candidates can be found in the "Pre-Notice to Bidders".

## 7 Contract Award

### 7.1 Calibration Methods

7.1.1 Where the comprehensive evaluation method is adopted, in addition to the "Pre-Schedule to the Notice to Bidders" stipulating that the bid evaluation committee directly determines the successful bidder, the bidder determines the winning bidder based on the winning candidate recommended by the bid evaluation committee, and the number of successful candidates recommended by the bid evaluation committee is shown in the "Pre-Schedule for The Notice to Bidders".

7.1.2 Where the "assessment separation" method is adopted, the bidder shall formulate a calibration plan in accordance with the "Guidelines for the Operation of Assessment separation", and the specific calibration plan shall be found in paragraph 10.2 of this Chapter, of which the calibration method shall be found in the "Schedule Before the Notice to Bidders". The bid determination procedure shall comply with the relevant provisions of the "Guidelines for the Operation of Assessment and Separation", and the bid determination committee shall select the winning candidate among the bid selection candidates recommended by the bid evaluation committee in accordance with the bid setting plan specified in the bidding documents, and submit the bid fixing report to the bidder.

### 7.2 Notice of Winning Bid, Announcement of Winning Candidate and Announcement of Winning Bid Result

7.2.1 Where the comprehensive assessment method is adopted, if there is no objection or complaint after the expiration of the bid evaluation result publicity period, the bidder shall issue a notice of winning the bid to the successful bidder in writing within 5 days in the prescribed format. At the same time, the announcement of the winning bid result shall be issued in the same medium in which the bidding announcement is issued in the prescribed format, and the bidder who has not won the bid will be notified of the winning bid result.

7.2.2 Where the "assessment separation" method is adopted, the bidder shall publish the announcement of the winning candidate in the same medium as the bidding announcement of the bidding project within 3 days after the completion of the bidding work, and the publicity period shall not be less than 3 days. The content of the announcement includes: the list of candidates for the bid (sorted), the time of the bid, the method of the bid, the reason for the bid of the collective deliberation law, and the person to be the successful bidder.

If there is no objection or complaint at the expiration of the publicity period of the successful candidate, the bidder shall issue a notice of winning the bid to the successful bidder in writing within 5 days in the prescribed format. At the same time, the announcement of the winning bid result shall be issued in the same medium in which the bidding announcement is issued in the prescribed format, and the bidder who has not won the bid will be notified of the winning bid result.

### 7.3 Performance Bond

7.3.1 Before entering into the contract, the successful bidder shall submit to the tenderer a performance bond in accordance with the amount specified in the "Schedule To The Bidders" and the form of the performance guarantee specified in Chapter IV of the Tender Documents "Contract Terms and Formats". If the consortium wins the bid, the performance bond shall be submitted by the lead person and shall meet the amount and form of guarantee stipulated in the "Schedule to the Former Notice to Bidders" and the requirements of the performance guarantee format stipulated in Chapter IV of the solicitation documents "Contract Terms and Format".

7.3.2 If the successful bidder is unable to submit the performance bond in accordance with the requirements of item 7.3.1 of this Chapter, it shall be deemed to have abandoned the winning bid, and the bid deposit shall not be refunded, and if the loss caused to the bidder exceeds the amount of the bid deposit, the successful bidder shall also compensate for the excess.

### 7.4 Conclusion of Contract

7.4.1 The tenderer and the successful bidder shall conclude a written contract based on the tender documents and the successful bidding documents within 30 days from the validity period of the tender and within 30 days from the date of issuance of the notice of winning the tender. If the successful bidder refuses to sign the contract without justifiable reasons, the bidder shall cancel the qualification to bid and the bidding deposit shall not be refunded; if the losses caused to the bidder exceed the amount of the bidding deposit, the successful bidder shall also compensate for the excess part. The successful bidders of projects that must be tendered according to law shall be ordered to make corrections by the relevant administrative supervision departments.

7.4.2 If the winning candidate (or the successful bidder directly determined by the bid evaluation committee according to the authorization of the bidder) abandons the winning bid, or cannot perform the contract due to force majeure, or is found to have illegal acts affecting the outcome of the winning bid, etc., and does not meet the conditions for winning the bid, the bidder may determine the other winning candidates as the winning bidders in turn according to the ranking of the list of successful candidates proposed by the bid evaluation committee, and determine in turn that the other winning candidates have a large gap with the expectations of the bidder, or are obviously unfavorable to the bidder, The tenderer may re-tender.

7.4.3 If, after issuing the notice of winning the bid, the bidder refuses to sign the contract without justifiable reasons, the relevant administrative supervision department shall give a warning and order correction. At the same time, the bidder shall return the bidding deposit to the successful bidder; if it causes losses to the successful bidder, it shall also compensate for the losses.

## 8 Discipline and supervision

### 8.1 Disciplinary requirements for tenderers

Bidders must not leak information and materials that should be kept confidential in bidding and bidding activities, and must not collude with bidders to harm the interests of the state, the societal public interest, or the lawful rights and interests of others.

### 8.2 Disciplinary Requirements for Bidders

Bidders shall not collude with each other in bidding or with bidders in bidding, shall not pay bribes to bidders or members of the bid evaluation committee to obtain the winning bid, shall not bid in the name of others or fraudulently obtain the winning bid in other ways; bidders shall not interfere with or affect the bid evaluation work in any way.

### 8.3 Disciplinary requirements for the members of the bid evaluation committee

Members of the bid evaluation committee shall not accept property or other benefits from others, and shall not disclose to others the evaluation and comparison of bidding documents, the recommendation of successful candidates and other circumstances related to bid evaluation. In the bid evaluation activities, the members of the bid evaluation committee shall not leave their posts without authorization, affecting the normal progress of the bid evaluation procedure, and shall not use the evaluation factors and standards not specified in Chapter III "Bid Evaluation Methods" to evaluate bids.

### 8.4 Disciplinary requirements for staff related to bid evaluation activities

Staff members related to bid evaluation activities shall not accept property or other benefits from others, and shall not disclose to others the evaluation and comparison of bidding documents, the recommendation of successful candidates and other circumstances related to bid evaluation. In the bid evaluation activities, the staff related to the bid evaluation activities shall not leave their posts without authorization, which will affect the normal conduct of the bid evaluation procedures.

### 8.5 Objections and Complaints

8.5.1 Objections

If the bidder or other interested parties have objections to the bidding documents, they shall submit them 10 days before the bidding deadline. The tenderer shall reply within 3 days from the date of receipt of the objection; before making a reply, it shall suspend the bidding and bidding activities.

If the bidder has objections to the opening of bids, it shall raise them at the bid opening site, and the bidders shall reply on the spot and make a record.

Where bidders or other interested parties have objections to the evaluation results of projects that must be tendered in accordance with law, they shall submit them during the period of publication of the evaluation results; where the "assessment separation" method is adopted, if there are objections to the winning candidates for the projects that must be tendered according to law, they shall submit them during the period of publicity of the winning candidates. The tenderer shall reply within 3 days from the date of receipt of the objection; before making a reply, it shall suspend the bidding and bidding activities.

Where the "evaluation separation" method is adopted, during the period of publicity of the winning candidate, the objections raised by the bidders other than the winning candidates, regardless of whether the results of the investigation are true or not, do not change the list of bid-setting candidates that have been determined and publicized by the bid evaluation committee.

8.5.2 Complaints

Bidders and other interested parties who believe that this bidding activity violates the provisions of laws, regulations and rules may submit a written complaint to the bidding administrative supervision department with the explicit "Schedule before the Notice to Bidders" within 10 days from the date on which they know or should have known. The complaint shall have a clear request and necessary supporting materials. Where a complaint is lodged in respect of the matters specified in subparagraph 8.5.1, an objection shall be lodged with the tenderer first.

### 9 Right of Interpretation

The constituent documents constituting this solicitation document shall be interpreted and explained to each other; if there is any ambiguity or inconsistency, the content of the contract document shall prevail, and the contract documents agreed upon in the special contract clauses shall be interpreted in the order of priority; unless there are special provisions in the bidding documents, they shall apply only to the provisions of the bidding and bidding stage, and shall be interpreted in the order of the bidding announcement, the notice to the bidder, the method of evaluation of bids, and the format of the bidding documents; the provisions or agreements on the same matter in the same constituent documents are inconsistent, The order of arrangement shall prevail in the latter, and if there is any inconsistency between different versions of the same constituent document, the time of formation shall prevail in the latter. If no conclusion can be reached in accordance with the provisions of the preceding paragraph of this paragraph, the tenderer shall be responsible for interpreting it.

### 10 Other additions to the tenderer

10.1 The specific other elements to be added by the tenderers are set out in the "Schedule before the Notice to Bidders".

10.2 Where the "assessment separation" method is adopted, the specific calibration plan can be found in the "Appendix to the Notice to Bidders".

# Chapter III Bid Evaluation Methods (Comprehensive Assessment Method: Two-Stage Bid Evaluation Method)

# The preceding table for bid evaluation

Bidding for EPC projects shall generally adopt two-stage bid evaluation. Bid opening and evaluation activities are carried out in two stages:

The first stage: the design document section is opened first, and the design document is reviewed. Among the bidders who pass the evaluation of the design documents (score more than 60%, and the specific qualified scores are clear in the bidding documents), only those who are in the top few in the summary score of the design documents (not less than 5, and the specific number is clear in the bidding documents) can enter the second stage of bid opening and evaluation; if there are less than 5 bidders who have passed the evaluation of the design documents, all of them will enter the second stage of bid opening and evaluation.

|  |
| --- |
| Design document review |
| Term number | Judging factors | Judging Criteria |
| 2.2.1 | Design document conformity review | Passing score: (not less than 60%) |
| 2.2.1 | Select the best to enter the second stage of review | Qualified and top-ranked design documents (no less than 5) |
| 2.2.2 | Whether the design file score is brought into the second stage | □ brought in □ not brought in |
|  | ...... | ...... |

Stage 2: After opening the commercial and technical part of all bidding documents, it is announced that the shortlisted bidders will be evaluated in the second stage, and the bid evaluation committee will evaluate the commercial technical bids in accordance with the evaluation method specified in the bidding documents. Whether the score of the design document is brought into the second stage is clarified by the tenderer in the tender documents according to the actual situation of the tendered project.

For EPC projects that are tendered after the preliminary design is completed, two-stage bid evaluation may not be used. If adopted, the first stage will review "qualification review materials, project management organization plan", and the second stage review "project general contracting quotation and project performance".

|  |
| --- |
| Preliminary review |
| Term number | Judging factors | Judging Criteria |
| 1. 1.1 | Formal evaluation criteria | Bidder name | Consistent with business license, qualification certificate, safety production license; |
| The tender letter is signed and sealed | Have the electronic signature of the legal representative and affix the electronic seal of the legal person |
| Quotes are unique | There can only be one valid quote |
| Dark labels | Meet the requirements of the solicitation documents regarding the secret bid |
| ...... | ...... |
| 1. 1.3 | Responsiveness Review Criteria | Bidding content | Complies with Section 1.3.1 of Chapter II "Notice to Bidders" |
| Duration | The duration of the construction specified in the tender letter complies with the provisions of Article 1.3.2 of Chapter II" "Notice to Bidders" |
| Engineering quality | The quality stated in the tender letter complies with section 1.3.3 of Chapter II, "Notice to Bidders" |
| Validity period of bids | The validity period of the tender promised in the appendix to the tender letter complies with the provisions of Article 3.3.1 of Chapter II " Notice to Bidders" |
| Bid bond | Comply with The provisions of Article 3.4.1 of Chapter II "Notice to Bidders"; |
| ...... | ...... |
| Other requirements: | There are no circumstances listed in Article 2.2.6 of the Bid Evaluation Measures |
|  |  |
| Detailed review |
| Term number | Judging factors | score |
| 2.3.2.1 | Project management organization scenarios | divide |
| 2.3.2.1 | EPC quotation | divide |
| 2.3.2.1 | Project management agency | divide |
| 2.3.2.1 | Project performance | divide |
|  | ...... | ...... |
|  |

**Comprehensive assessment method 1: Applicable to the bidding of general contracting for projects in the completion stage of feasibility study**

|  |  |
| --- | --- |
| Score composition(100 points out of 5) | Technical standard: program design document: ≤ 35 pointsProject Management Organizational Program: ≤ 9 pointsEconomic standard: EPC quotation: ≥50 pointsBusiness standard: project management agency: ≤ 3 pointsProject performance: ≤ 3 points |
| serial number | Review items | Scoring factor (rate of deviation) | Scoring criteria |
| 1 | 1.1 Scheme design documents (≤35 points, applicable to housing construction projects) | 1． Design Instructions (2-4 points) | 1． The design description can fully interpret the project, understand deeply, analyze accurately, and conceive novelly.2． The project planning and design indicators meet the key points of the mission statement and planning and design, and are scientific and reasonable.3． The technical indicators meet the requirements of the mission statement and meet the planning requirements.4． Design instructions for each specialty.5. Investment estimation and economic evaluation. |
| 2． Total floor plan (6-8 points) | 1． Functional introduction, planning, conception and layout are novel and reasonable.2． Whether the land is used rationally; Coordinate with the surrounding environment. 3． Whether the traffic flow line and opening requirements are met.4． The parking space was well laid out and feasible.5． Whether it meets the fire spacing requirements and whether it meets the sunshine spacing requirements.6． The general floor plan and vertical design meet the planning requirements. |
| 3． Building Function (7-9 points) | 1． Whether the project functional requirements meet the design task requirements. 2． The process system process design meets the requirements of the design task statement, and is advanced and reasonable.3. Accurately grasp the design ideas of the project and design it reasonably. |
| 4． Architectural Styling (2-4 points) | 1． Whether the architectural creativity and space treatment are reasonable.2． The façade shape and scale are harmonious and beautiful, and the function and form of the building are unified.3． The function and form are unified, in harmony with the surrounding environment, and can well reflect the architectural style. 4． The design is evaluated for planning analysis drawings, aerial views, perspective views, planar sections, traffic analysis drawings, models, etc. |
| 5． Structural scheme (1-3 points) | 1． The selection of the structural scheme is reasonable and feasible, and meets the requirements of the design task book.2． The design of the structural scheme is based on compliance with the specifications and standards. |
| 6． Equipment solution (1-2 points) | 1． The selection of the equipment scheme is reasonable and feasible, and it meets the requirements of the design task statement.2． The design of the equipment solution is based on compliance with the specifications and standards. |
| 7． Green Building (including Building Energy Saving) and Prefabricated Building Design (1-3 points) | 1． Adopt scientific and reasonable green building (building energy saving) measures. 2． Put forward practical ecological building concepts and measures.3． Whether it meets the relevant national and local green building standards. 4. The project adopts prefabricated technology. |
| 8. Design depth (1-2 points) | 1． Whether it meets the requirements of the design task statement.2． Whether it complies with the national regulations on the depth of preparation of construction engineering design documents. Note: The degree of conformity of the visual design depth in this item is scored between 0 and 2 points |
| Note: The bidder may appropriately choose to increase or decrease the evaluation factors according to the specific conditions of the project, but the score of the "evaluation item" shall not be adjusted; the bidder may also refine the content of the clear scoring standard in the bidding documents, but generally shall not exceed the specified score of each scoring factor. |
|  | 1.2 Scheme design documents (≤35 points, suitable for municipal projects such as gardens and landscapes) | 1. Design instructions (4-7 points) | 1． The design description can fully interpret the project, understand deeply, analyze accurately, and conceive novelly.2． The project planning and design indicators meet the key points of the mission statement and planning and design, and are scientific and reasonable.3． The technical indicators meet the requirements of the mission statement and meet the planning requirements.4． Design concept, each professional (subsidiary) engineering design instructions. |
| 2. Technical solution (10-15 points) | 1． Overall layout scheme, node scheme.2． Professional (affiliated) engineering design schemes.3． The technical standards based on the design, the design indicators used, etc.4． Environmental impact analysis. |
| 3． Design depth (3-5 points) | 1． Whether it meets the requirements of the design task statement.2． Whether it complies with the "Provisions on the Depth of Preparation of Municipal Public Works Design Documents" stipulated by the state. Note: The degree of conformity of the visual design depth in this item is scored between 0 and 5 points as appropriate |
| 4． Green Design and New Technology Application (1-3 points) | 1． Put forward practical ecological concepts and measures.2． Whether it meets the relevant national and local green standards. 3． New technologies, new materials, new processes, etc. adopted. |
| 5. Economic Analysis (3-5 points) | 1． The content of the estimation document is complete and reasonable.2. Whether it meets the requirements of the design specification.3． Whether it complies with the provisions of national laws, regulations and normative standards.4． Whether it complies with the relevant policy documents of local governments. |
| Note: The bidder may choose to add the above scoring factors according to the actual situation of the project, but the score of the "evaluation item" shall not be adjusted; the content of the clear scoring criteria can also be refined in the bidding documents, but generally shall not exceed the specified score of each scoring factor. |
| 2 | EPC Quotation (≥50 points) | Quotation review (all costs within the scope of EPC) (≥48 points) | Method 1:The minimum evaluation price of valid tender documents shall be used as the benchmark price for evaluation. The bid price is equal to the full score of the evaluation base price, and the deducted point value for each 1% of the high is not less than 0.6 points. Where the deviation is less than 1%, the score is calculated according to the insertion method.Method 2:The arithmetic average is carried out based on the evaluation price of valid bidding documents, and the average value is 3%-7% (the specific value is determined by the bidder in 3%, 3.5%, 4.5%, 5.5%, 5.5%, 6.5%, 7% of the evaluation price, and randomly selected at the time of bid opening) as the benchmark price for the evaluation of the bid. The evaluation price is equal to the full score of the evaluation benchmark price; 0.1 points are deducted for each 1% below the evaluation benchmark price; and 0.6 points are deducted for each 1% higher than the evaluation benchmark price. Where the deviation is less than 1%, the score is calculated according to the insertion method. |
| Reasonableness of bid quotation (≤2 points) | Whether the evaluation factor is established or not is determined by the bidder independently, and this indicator is used to evaluate the unreasonable quotation in the general contracting quotation of the project, and the following evaluation methods are for reference:1． Whether the EPC quotation is consistent with the scope of the bidding;2． Whether the EPC quotation matches the bidding scheme design documents;3． Whether the EPC quotation matches the bidding project management organization plan;4． Whether the risk calculation in the EPC quotation is clear and reasonable. |
| Illustrate:1. The evaluation price refers to the tender quotation that has been clarified, corrected and corrected for arithmetic calculation errors;2. Valid tender documents refer to tender documents that have not been judged by the Bid Evaluation Committee to be invalid. |
| 3 | Project Management Organization Program (≤9 points) | 1． Overall Overview (1-2 points) | The overall vision, organizational form, management objectives and control measures, and coordination measures for design and construction of the EPC are scored. |
| 2． Design Management Plan (1 ≤) | Score the design execution plan, the design organization implementation plan, the design control measures, the design finish, and so on. |
| 3． Construction Management Plan (1-2 points) | The construction execution plan, construction progress control, construction cost control, construction quality control, construction safety management, construction site management, construction change management, etc. are scored. |
| 4． Procurement Management Programme (≤1 point). | The procurement work procedures, procurement execution plans, procurement, expediting and inspection, transportation and delivery, procurement change management, warehousing management, etc. are scored. |
| 5． Building Information Modeling (BIM) Technology (≤1) | Score things like the use of building information modelling (BIM) techniques. |
| 6． EPC Project Manager Presentation and Defense (≤2 points) | The bidder may request the project manager of the general contracting of the bidding project to state the main content of the project management organization plan in the bid evaluation link or answer the questions raised by the bid evaluation committee on the spot (mainly in writing), and the scoring score is controlled within 2 points. When the bid evaluation committee formulates the defense questions, it shall clarify the answers and the scoring points at the same time. |
| Note: 1. The bidder may choose to add the above scoring factors according to the actual situation of the project, but the score of the "evaluation item" shall not be adjusted; the content of the clear scoring criteria may also be refined in the bidding documents, but generally shall not exceed the specified score of each scoring factor.2． The total length of the project management organization plan generally does not exceed 100 pages (projects with particularly complex technology can be appropriately increased), and the specific length (word count) requirements and deduction criteria should be specified by the bidder in the bidding documents.3． The scoring of each scoring point of the project management organization program shall be based on the average of the final scores after removing the highest and lowest scores from the scores of all technical standard judges. In the project management organization plan (except for the scoring points of the project management organization), except for the review points that lack the corresponding content, the score of the other review points shall not be less than 70% of the full score of the review points. |
| 4 | Project Management Organization (≤3) | The personnel allocation of the project manager, the design leader, the construction project manager, the project management agency and the professional categories obtained, technical title levels, post certificates, professional qualifications, work experience, etc. of the general contracting project manager, the design leader, the construction project manager, the project management agency, etc., are scored according to the specified certain criteria in the bidding documents. |
| 5 | Project Achievements (≤3 points) | 1． Bidder's performance in similar projects (≤1 point) | The unit has undertaken similar and above project general contracting performance plus points, the cumulative amount does not exceed 1 point, such as only similar design performance multiplied by 0.8, such as only similar construction performance multiplied by 0.7. |
| 2． EPC Project Manager Similar Project Performance (≤2 points) | The EPC project manager who has undertaken similar or above EPC performance will be awarded no more than 2 points, such as only similar design performance multiplied by 0.8, such as only similar construction performance multiplied by 0.7. |
|  |  | Note: 1. Similar projects implement the corresponding provisions of Circular 1 of Su Jian Guizi (2017), and the bidding documents should clearly state that the bidders and project managers have undertaken the score of a single similar and above project.2. The calculation method for calculating the score of the general contracting performance of the project undertaken by the bidder in the form of a consortium is: the lead party shall be recorded according to 100% of the score, and the participant shall be recorded according to 60% of the score.3. In the bidding of the consortium, only the performance of the general contracting of the project undertaken by the lead party of the participating consortium will be added. |

**Comprehensive evaluation method 2: Applicable to the bidding of general contracting after the completion of the scheme design**

|  |  |
| --- | --- |
| Score composition(100 points out of 5) | Technical standard: preliminary design document: ≤ 25 pointsProject Management Organizational Program: ≤ 10 pointsEconomic standard: EPC quotation: ≥60 pointsBusiness standard: project management agency: ≤ 2 pointsProject performance: ≤ 3 points |
| serial number | Grading items | Scoring factor (rate of deviation) | **Scoring criteria** |
| 1 | 1.1 Preliminary design documents (≤25 points, applicable to housing construction works) | 1． Design Instructions (2-4 points) | 1． The design description can accurately interpret the design plan of the project and have a novel idea.2． Briefly describe the design characteristics and system composition of each major.3． Whether the main technical and economic indicators of the project design meet the functional needs of the bidder.4． Whether the project design meets the national normative standards and local planning requirements. |
| 2． Total Graphic Design (2-4 points) | 1． General graphic design concept and guiding ideology.2． The general graphic design combines the natural environment and regional context, and comprehensively considers the requirements of terrain, geology, sunshine, ventilation, fire prevention, health, transportation and environmental protection for the overall layout, so that it meets the requirements of use function and urban planning.3． General graphic design technology safety, economic rationality, energy saving, land saving, water saving, material saving, etc. |
| 3. Architectural Design (2-4 points) | 1． The architectural design content is complete and reasonable and meets the requirements of the design task.2． Whether the architectural design meets the national normative standards and local planning requirements.3． Whether the economic and technical indicators meet the functional needs of the bidder. |
| 4. Structural design (2-3 points) | 1． The structural design is complete and reasonable and meets the requirements of the task book.2． Whether the structural design meets the requirements of national norms and standards.3． Whether the structural layout drawings and calculation books comply with the requirements of national laws, regulations and normative standards. |
| 5． Equipment design (special design of building electrical, water supply and drainage, heating, ventilation and air conditioning, thermal energy and power, etc., with a total score of 2-4 points) | 1． The design content of each major is complete and reasonable and meets the requirements of the design task book.2． Whether the design of each profession meets the national normative standards and local planning requirements.3． Whether the economic and technical indicators designed by each specialty meet the functional needs of the bidder. |
| 6. New technologies, new materials, new equipment and new structural applications (1-2 points) | 1． Scoring of the adoption of new technologies, new materials, new equipment and new structures. |
| 7． Green Building and Building Industrialization Design (1-2 points) | 1. Adopt scientific and reasonable green building (building energy saving) measures. 2. Put forward practical ecological building concepts and measures.3. Whether it meets the relevant national and local green building standards. 4． The project uses prefabricated technology. |
| 8. Economic Analysis (1 ≤) | 1． The content of the budget proposal document is complete and reasonable.2． Whether it meets the requirements of the design specification.3． Whether it complies with the provisions of national laws, regulations and normative standards.4． Whether it complies with the relevant policy documents of local governments. |
| 9. Design depth (≤1 point) | 1． Whether it meets the requirements of the design task statement.2． Whether it complies with the national regulations on the depth of preparation of construction engineering design documents. Note: The degree of visible design depth compliance in this item is scored between 0 and 1 point. |
| Note: The bidder may choose to add the above scoring factors according to the actual situation of the project, but the score of the "evaluation item" shall not be adjusted; the content of the clear scoring criteria can also be refined in the bidding documents, but generally shall not exceed the specified score of each scoring factor. |
|  | 1.2 Preliminary design documents (≤25 points, applicable to municipal engineering)- | 1． Design Instructions (2-4 points) | 1. The design description can accurately interpret the design scheme of the project and have a novel idea.2. Briefly describe the design characteristics of each professional (subsidiary) project.3. Whether the main technical indicators of the project design meet the functional needs of the bidder.4. Whether the project design meets the national norms and local planning requirements. |
| 2． Technical solution (6-12 points) | 1． General layout (general graphic design).2． Design principles.3． Design basis.4． Each special (subsidiary) engineering design scheme. |
| 3． Design depth (2-4 points) | 1． Whether it meets the requirements of the design task statement.2． Whether it complies with the "Provisions on the Depth of Preparation of Municipal Public Works Design Documents" stipulated by the state. Note: The degree of visible design depth compliance in this item is scored between 0 and 4 points as appropriate |
| 4． Green Design and New Technology Application (2-3 points) | 1． Put forward practical ecological concepts and measures.2． Whether it meets the relevant national and local green standards. 3． New technologies, new materials, new equipment, new processes, etc. adopted. |
| 5. Economic Analysis (1-2 points) | 1． The content of the budget proposal document is complete and reasonable.2． Whether it complies with the design specification.3． Whether it complies with national laws, regulations and normative standards.4． Whether it complies with the relevant policy documents of local governments. |
| Note: The bidder may choose to add the above scoring factors according to the actual situation of the project, but the score of the "evaluation item" shall not be adjusted; the content of the clear scoring criteria can also be refined in the bidding documents, but generally shall not exceed the specified score of each scoring factor. |
| 2 | EPC Quotation (≥60 points) | Quotation review (all costs within the scope of EPC) (≥58 points) | Method 1:The minimum evaluation price of valid tender documents shall be used as the benchmark price for evaluation. The bid price is equal to the full score of the evaluation base price, and the deducted point value for each 1% of the high is not less than 0.6 points. Where the deviation is less than 1%, the score is calculated according to the insertion method.Method 2:The arithmetic average is carried out based on the evaluation price of valid bidding documents, and the average value is 3%-7% (the specific value is determined by the bidder in 3%, 3.5%, 4.5%, 5.5%, 5.5%, 6.5%, 7% of the evaluation price, and randomly selected at the time of bid opening) as the benchmark price for the evaluation of the bid. The evaluation price is equal to the full score of the evaluation benchmark price; 0.1 points are deducted for each 1% below the evaluation benchmark price; and 0.6 points are deducted for each 1% higher than the evaluation benchmark price. Where the deviation is less than 1%, the score is calculated according to the insertion method. |
| Reasonableness of bid quotation (≤2 points) | Whether the evaluation factor is established or not is determined by the bidder independently, and this indicator is used to evaluate the unreasonable quotation in the general contracting quotation of the project, and the following evaluation methods are for reference:1． Whether the EPC quotation is consistent with the scope of the bidding;2． Whether the EPC quotation matches the preliminary design documents of the bidding;3． Whether the EPC quotation matches the bidding project management organization plan;4． Whether the risk calculation in the EPC quotation is clear and reasonable. |
| Note: 1. The evaluation price refers to the tender quotation that has been clarified, corrected and corrected for arithmetic calculation errors;2. Valid tender documents refer to tender documents that have not been judged by the Bid Evaluation Committee to be invalid. |
| 3 | Project Management Organizational Program (≤10 points) | 1． Overall Overview (1-2 points) | The overall vision, organizational form, management objectives and control measures, design, construction implementation plan, and coordination measures of design and construction of EPC are scored. |
| 2． Procurement Management Programme (≤1 point). | The procurement work procedures, procurement execution plans, procurement, expediting and inspection, transportation and delivery, procurement change management, warehousing management, etc. are scored. |
| 3． Construction layout planning (≤1 point). | Score construction site layouts and temporary facilities, temporary road layouts, and more. |
| 4． Key difficulties in construction (1-2 points) | Scoring key construction technologies, processes and engineering project implementation priorities, difficulties and solutions. |
| 5． Construction Resource Input Plan (1 ≤) | Labor, machinery and material input programs are scored. |
| 6． New technologies, new products, new processes, new materials (1 point ≤). | Scoring of the adoption of new technologies, new products, new processes, and new materials. |
| 7． Building Information Modeling (BIM) Technology (≤1) | Score things like the use of building information modelling (BIM) techniques. |
| 8． EPC Project Manager's Statement and Defense (≤1 points) | The bidder may request the project manager of the general contracting of the bidding project to state the main content of the project management organization plan in the bid evaluation session or answer the questions raised by the bid evaluation committee on the spot (mainly in writing), and the scoring score is controlled within 1 point. When the bid evaluation committee formulates the defense questions, it shall clarify the answers and the scoring points at the same time. |
| Note: 1. The bidder may choose to add the above scoring factors according to the actual situation of the project, but the score of the "evaluation item" shall not be adjusted; the content of the clear scoring criteria may also be refined in the bidding documents, but generally shall not exceed the specified score of each scoring factor.2． The total length of the project management organization plan generally does not exceed 100 pages (projects with particularly complex technology can be appropriately increased), and the specific length (word count) requirements and deduction criteria should be specified by the bidder in the bidding documents.3． The scoring of each scoring point of the project management organization program shall be based on the average of the final scores after removing the highest and lowest scores from the scores of all technical standard judges. In the project management organization plan (except for the scoring points of the project management organization), except for the review points that lack the corresponding content, the score of the other review points shall not be less than 70% of the full score of the review points. |
| 4 | Project Management Organization (≤2 points) | The personnel allocation of the project manager, the design leader, the construction project manager, the project management agency and the professional categories obtained, technical title levels, post certificates, professional qualifications, work experience, etc. of the general contracting project manager, the design leader, the construction project manager, the project management agency, etc., are scored according to the specified certain criteria in the bidding documents. |
| 5 | Project Achievements (≤3 points) | 1． Bidder's performance in similar projects (≤1 point) | The unit has undertaken similar and above project general contracting performance plus points, the cumulative amount does not exceed 1 point, such as only similar design performance multiplied by 0.8, such as only similar construction performance multiplied by 0.7. |
| 2． EPC Project Manager Similar Project Performance (≤2 points) | The EPC project manager who has undertaken similar or above EPC performance will be awarded no more than 2 points, such as only similar design performance multiplied by 0.8, such as only similar construction performance multiplied by 0.7. |
|  |  | Note: 1. Similar projects implement the corresponding provisions of Circular 1 of Su Jian Guizi (2017), and the bidding documents should clearly state that the bidders and project managers have undertaken the score of a single similar and above project.2. The calculation method for calculating the score of the general contracting performance of the project undertaken by the bidder in the form of a consortium is: the lead party shall be recorded according to 100% of the score, and the participant shall be recorded according to 60% of the score.3. In the bidding of the consortium, only the performance of the general contracting of the project undertaken by the lead party of the participating consortium will be added. |

**Comprehensive Evaluation Method 4: Applicable to the bidding of general contracting of professional engineering projects**

|  |  |
| --- | --- |
| Score composition(100 points out of 5) | Technical standard: professional engineering design documents: ≤ 20 pointsProject Management Organizational Program: ≤ 8 pointsEconomic standard: EPC quotation: ≥68 pointsBusiness standard: project management agency: ≤ 2 pointsProject performance: ≤ 2 points |
| serial number | Grading items | Scoring factor (rate of deviation) | **Scoring criteria** |
| 1 | Professional Engineering Documents (≤20 points) | 1． Design Instructions (2-5 points) | 1． The design description can accurately interpret the design plan of the project and have a novel idea.2． Whether the main technical and economic indicators of the project design meet the functional needs of the bidder.3． Whether the project design is a national normative standard and local planning requirements. |
| 2． Professional Engineering Design Documents (5-10 points) | 1． Whether the design file meets the requirements of the design task statement.2． Whether the design documents comply with national normative standards and local planning requirements.3． The advancedness, completeness, practicality and cost of the engineering design documents are scored.4. Coordination with buildings. |
| 3. New technologies, new materials, new equipment and new structural applications (1-2 points) | 1. Score content that adopts new technologies, new materials, new equipment and new structures. |
| 4． Green design and assembly (1 point ≤). | 1. Adopt scientific and reasonable green building (building energy saving) measures. 2. Put forward practical and feasible ecological building concepts and measures, in line with national and local green building standards.3. Score the advancedness, rationality and specification compliance of the prefabricated building design.  |
| 5. Design depth (0-2 points) | 1． Whether it meets the requirements of the design task statement.2． Whether it complies with the national regulations on the depth of preparation of construction engineering design documents. Note: The degree of conformity of the visual design depth in this item is scored between 0 and 2 points. |
| Note: The bidder may choose to add the above scoring factors according to the actual situation of the project, but the score of the "evaluation item" shall not be adjusted; the content of the clear scoring criteria can also be refined in the bidding documents, but generally shall not exceed the specified score of each scoring factor. |
| 2 | EPC Quotation (≥68 points) | Quotation review (including design fee, engineering fee) (≥66 points) | Method 1:The minimum evaluation price of valid tender documents shall be used as the benchmark price for evaluation. The bid price is equal to the full score of the evaluation base price, and the deducted point value for each 1% of the high is not less than 0.6 points. Where the deviation is less than 1%, the score is calculated according to the insertion method.Method 2:The arithmetic average is carried out based on the evaluation price of valid bidding documents, and the average value is 3%-7% (the specific value is determined by the bidder in 3%, 3.5%, 4.5%, 5.5%, 5.5%, 6.5%, 7% of the evaluation price, and randomly selected at the time of bid opening) as the benchmark price for the evaluation of the bid. The evaluation price is equal to the full score of the evaluation benchmark price; 0.1 points are deducted for each 1% below the evaluation benchmark price; and 0.6 points are deducted for each 1% higher than the evaluation benchmark price. Where the deviation is less than 1%, the score is calculated according to the insertion method. |
| Reasonableness of bid quotation (≤2 points) | Whether the evaluation factor is established or not is determined by the bidder independently, and this indicator is used to evaluate the unreasonable quotation in the general contracting quotation of the project, and the following evaluation methods are for reference:1． Whether the EPC quotation is consistent with the scope of the bidding;2． Whether the EPC quotation matches the bidding professional engineering design documents;3． Whether the EPC quotation matches the bidding project management organization plan;4． Whether the risk calculation in the EPC quotation is clear and reasonable. |
|  | Illustrate:1. The evaluation price refers to the tender quotation that has been clarified, corrected and corrected for arithmetic calculation errors;2. Valid tender documents refer to tender documents that have not been judged by the Bid Evaluation Committee to be invalid. |
| 3 | Project Management Organization Program (≤8 points) | 1． Overall Overview (1-2 points) | The overall vision, organizational form, management objectives and control measures, design, construction implementation plan, and coordination measures of design and construction of EPC are scored. |
| 2． Key difficulties in construction (1-2 points) | Scoring key construction technologies, processes and engineering project implementation priorities, difficulties and solutions. |
| 3. Construction Resource Input Plan (1 ≤) | Labor, machinery and material input programs are scored. |
| 4. New technologies, new products, new processes, new material applications (≤1 point). | Scoring of the adoption of new technologies, new products, new processes, and new materials. |
| 5． EPC Project Manager Presentation and Defense (≤2 points) | The bidder may request the project manager of the general contracting of the bidding project to state the main content of the project management organization plan in the bid evaluation link or answer the questions raised by the bid evaluation committee on the spot (mainly in writing), and the scoring score is controlled within 2 points. When the bid evaluation committee formulates the defense questions, it shall clarify the answers and the scoring points at the same time. |
| Note: 1. The bidder may choose to add the above scoring factors according to the actual situation of the project, but the score of the "evaluation item" shall not be adjusted; the content of the clear scoring criteria may also be refined in the bidding documents, but generally shall not exceed the specified score of each scoring factor.2． The total length of the project management organization plan generally does not exceed 100 pages (projects with particularly complex technology can be appropriately increased), and the specific length (word count) requirements and deduction criteria should be specified by the bidder in the bidding documents.3． The scoring of each scoring point of the project management organization program shall be based on the average of the final scores after removing the highest and lowest scores from the scores of all technical standard judges. In the project management organization plan (except for the scoring points of the project management organization), except for the review points that lack the corresponding content, the score of the other review points shall not be less than 70% of the full score of the review points. |
| 4 | Project management agency (≤2 points). | The personnel allocation of the project manager, the design leader, the construction project manager, the project management agency and the professional categories obtained, technical title levels, post certificates, professional qualifications, work experience, etc. of the general contracting project manager, the design leader, the construction project manager, the project management agency, etc., are scored according to the specified certain criteria in the bidding documents. |
| 5 | Project Performance (≤2 points) | 1． Bidder's performance in similar projects (≤1 point) | The unit has undertaken similar and above project general contracting performance plus points, the cumulative amount does not exceed 1 point, such as only similar design performance multiplied by 0.8, such as only similar construction performance multiplied by 0.7. |
| 2． EPC Project Manager Similar Project Performance (≤1 point) | The EPC project manager who has undertaken similar or above EPC performance will not exceed 1 point in total, such as only similar design performance multiplied by 0.8, such as only similar construction performance multiplied by 0.7. |
|  |  | Note: 1. Similar projects implement the corresponding provisions of Circular 1 of Su Jian Guizi (2017), and the bidding documents should clearly state that the bidders and project managers have undertaken the score of a single similar and above project.2. The calculation method for calculating the score of the general contracting performance of the project undertaken by the bidder in the form of a consortium is: the lead party shall be recorded according to 100% of the score, and the participant shall be recorded according to 60% of the score.3. In the bidding of the consortium, only the performance of the general contracting of the project undertaken by the lead party of the participating consortium will be added. |

## 1. Judging Criteria

### 1.1 Preliminary evaluation criteria

1.1.1 Formal evaluation criteria: see the attached table before the evaluation method.

1.1.2 Qualification evaluation criteria: See the attached table before the bid evaluation method.

1.1.3 Responsiveness Evaluation Criteria: See the Schedule before the Bid Evaluation Measures.

### 1.2 Detailed evaluation criteria

1.2.1 The commercial bid is mainly composed of the project management agency, the bidder's similar project performance, the project manager's similar project performance, etc., and the specific evaluation criteria are shown in the bid evaluation method.

1.2.2 Economic bids are mainly composed of bidding quotations, and the specific evaluation criteria are shown in the bid evaluation method.

1.2.3 The technical standard is mainly composed of design documents and project management organization plan, and the specific evaluation criteria are shown in the bid evaluation method.

1.2.4 The specific scores of each evaluation factor shall be formulated by the tenderer with reference to the scoring rules of the comprehensive assessment method.

## 2. Bid Evaluation Procedure

### 2.1 Phase I Review

2.1.1 Open the design documents and qualification review materials (after qualification review) part. Before the bid evaluation, the bidder shall organize the following evaluation standard preparation (bid clearance) work and provide relevant information to the bid evaluation committee; if electronic bidding is used, the electronic trading system shall be used to automatically carry out the evaluation standard preparation (bid clearance) work:

(1) Prepare the corresponding forms for bid evaluation on the basis of the bidding documents;

(2) On the basis of the evaluation criteria and methods, list all deviations from the bidding documents in the bidding documents of the first stage of the opening of bids, and classify and summarize them;

(3) Verify the qualifications and qualifications, experience and performance, construction in progress and credit status of bidders and project leaders.

The tenderer shall conduct a comprehensive review of all tender documents using the same criteria on the basis of the tender documents, but shall not evaluate the tender documents.

If the tenderer believes that the bidder's bid price may not be able to complete all the project contents specified in the bidding documents, the bidder may request the bid evaluation committee to request the bidder to make a written explanation and provide relevant supporting materials.

After the completion of the evaluation standard preparation (clearing) work, the bid evaluation committee can only start the bid evaluation after receiving the evaluation standard preparation (clear bid) report; the bid evaluation committee shall review the evaluation standard preparation (clear bid) report and assume corresponding responsibilities.

2.1.2 When the members of the bid evaluation committee arrive at the bid evaluation site, they shall sign in on the check-in form to prove their attendance.

2.1.3 The members of the bid evaluation committee shall first elect a person in charge of the bid evaluation committee who will be responsible for the organization and leadership of the bid evaluation activities.

2.1.4 The tenderer or tendering agency shall provide the bid evaluation committee with the information and data required for the evaluation of the bid. The person in charge of the bid evaluation committee shall organize the members of the bid evaluation committee to carefully study the bidding documents, and the standards and methods not specified in the bidding documents shall not be used as the basis for bid evaluation.

2.1.5 The bid evaluation committee shall, in accordance with the provisions of the bidding documents, comprehensively and independently evaluate all bidding documents, and review the relevant information provided by the bidders on the evaluation criteria (clearing of bids), and if errors or omissions are found, they shall make corrections.

2.1.6 The bid evaluation committee shall first review the design documents and qualification examination materials (for the implementation of post-qualification review). Among the bidders who have passed the design document review and qualification review (the implementation of post-qualification review) (score of more than 60%, and the specific qualified score is clear in the bidding documents), only those whose design document scores are summarized in the top several (not less than 5, the specific number is clear in the bidding documents) can enter the second stage of bid opening and evaluation; if there are less than 5 bidders who have passed the evaluation of the design documents, all of them will enter the second stage of bid opening and evaluation. The number of qualified points and merits in the design document review is shown in the appendix before this chapter.

2.1. 7 Whether the design document score is brought into the second stage is carried out in accordance with the provisions of the preceding schedule of this chapter.

2.1. The 8-scoring score calculation retains two decimal places, and the third place is "rounded".

### 2.2 Phase II Review

After opening the commercial technical section of all tender documents, it is announced that the second stage of judging shortlisted bidders will be announced. Before the bid evaluation, the bidder shall organize the following evaluation standard preparation (bid clearance) work and provide relevant information to the bid evaluation committee; where electronic bidding is used, it shall use the electronic trading system to automatically carry out the evaluation standard preparation (bid clearance) work:

(1) Arithmetic verification of bidding quotations;

(2) On the basis of the evaluation criteria and methods, list all deviations from the bidding documents in the bidding documents of the second stage of bidding, and classify and summarize them;

The tenderer shall conduct a comprehensive review of all tender documents using the same criteria on the basis of the tender documents, but shall not evaluate the tender documents.

If the tenderer believes that the bidder's bid price may not be able to complete all the project contents specified in the bidding documents, the bidder may request the bid evaluation committee to request the bidder to make a written explanation and provide relevant supporting materials.

The bid evaluation committee shall, in accordance with the provisions of the bidding documents, comprehensively and independently evaluate all bidding documents, and review the relevant information provided by the bidders on the preparation (clearance of bids), and if errors or omissions are found, they shall make corrections.

After the completion of the evaluation standard preparation (clearing) work, the bid evaluation committee can only start the bid evaluation after receiving the evaluation **standard preparation (clear bid)** report; the bid evaluation committee shall review **the evaluation standard preparation (clear bid)** report and assume corresponding responsibilities. The Bid Evaluation Committee evaluates tender documents entering the second phase only.

### 2.2.1 Preliminary Review

2.2.1.1 Formal review

If the evaluation committee has one of the evaluation criteria listed in the attached table to this chapter that does not meet the evaluation criteria, it shall be treated as an invalid bid.

2.2.1. 2 Responsive review

If the evaluation committee has one of the evaluation criteria listed in the attached table to this chapter that does not meet the evaluation criteria, it shall be treated as an invalid bid.

2.2.1. 3. If there is an arithmetic error in the bid quotation, the bid evaluation committee shall amend the bid price in accordance with the following principles, and the revised price shall be binding after written confirmation by the bidder. If the bidder does not accept the revised price, the bid evaluation committee shall reject its bid.

(1) If the uppercase amount in the bidding document is inconsistent with the lowercase amount, the uppercase amount shall prevail;

(2) If the total price amount is inconsistent with the result calculated based on the unit price, the total price shall be corrected based on the unit price amount, except where there is a clear error in the decimal point of the unit price amount and the reason for rounding;

2.2.1. 4 Clarification, clarification or correction

During the preliminary evaluation process, the bid evaluation committee shall request the bidder to clarify, explain or make corrections regarding the unclear contents of the bidding documents, and the clarification, explanation or correction shall be carried out in accordance with the provisions of paragraph 2.4 of this chapter.

2.2.1. 5 If the bidding documents have one of the following circumstances, it is a major deviation, which is regarded as a failure to respond substantively to the bidding documents and shall be rejected as an invalid bid:

(1) The bidding letter in the bidding documents is not stamped with the official seal of the bidder;

(2) The bidding letter in the bidding documents is not stamped with the seal (or signature) of the legal representative of the enterprise (or the agent entrusted by the legal representative of the enterprise);

(3) The bidding letter is stamped with the seal (or signature) of the agent entrusted by the legal representative of the enterprise, and the agent entrusted by the legal representative of the enterprise does not have a legal and valid power of attorney (original);

(4) The qualification conditions of the bidders do not meet the relevant provisions of the state, or do not meet the qualification conditions specified in the bidding documents;

(5) The name or organizational structure of the bidder is inconsistent with the prequalification;

(6) Except for the written consent of the bidder before the bidding deadline, the general contracting project manager is inconsistent with the prequalification;

(7) The bidding of the constituent consortium does not provide a joint bidding agreement between the parties to the consortium;

(8) In the same bidding project, the members of the consortium bid alone or participate in the bidding of other consortiums in their own name;

(9) The members of the consortium are inconsistent with the results determined by the prequalification;

(10) The bidding quotation is lower than the project cost or higher than the maximum bidding limit set in the bidding documents;

(11) The same bidder submits two or more different tender documents or tender quotations, unless the solicitation documents require the submission of alternative tenders;

(12) The list of quotations in the bidding documents is inconsistent with the non-competitive cost items or rates or calculation bases expressly listed in the bidding documents;

(13) Failure to provide a bid deposit as required by the solicitation documents;

(14) The completion period of the bidding project specified in the bidding documents exceeds the time limit specified in the bidding documents;

(15) Clearly does not meet the requirements of technical specifications and technical standards;

(16) The packaging methods, inspection standards and methods of the goods specified in the bidding documents do not meet the requirements of the bidding documents;

(17) The bidding documents propose methods for the acceptance, measurement, settlement and payment of the project that cannot meet the requirements of the bidding documents or are unacceptable to the bidder;

(18) Failure to provide electronic tender documents as required by the solicitation documents, or unsuccessful remedies for failure to declassify tender documents and failure to decrypt tender documents in accordance with the tender documents specified in the solicitation documents;

(19) The bidding documents of different bidders and the preparation of bidding documents have a situation that the bid evaluation committee considers that they should not be similar;

(20) Bidding in the name of another person, colluding in bidding, soliciting winning the bid by bribery, or bidding by other fraudulent means;

(21) There are obvious technical errors in the design plan (or project management organization plan), or it does not meet the requirements of the relevant secret bid in the bidding documents;

(22) The key content of the bidding documents is vague and unrecognizable.

### 2.2.2 Detailed review

2.2.2.1 The Bid Evaluation Committee shall score the business and technical documents of the bidders entering the second stage in accordance with the scoring criteria specified in the preceding schedules of this chapter, and recommend the number of successful candidates specified in paragraph 7.1.1 of the preceding schedule of the bidders in the order of the final score, from the highest to the lowest. When the comprehensive scores are equal, priority shall be given to those with low bidding prices; if the bidding quotations are also equal, the bidders shall determine themselves.

2.2.2. 2 Scoring scores are calculated to retain two decimal places, with the third place "rounded".

### 2.3 Clarification and correction of tender documents

2.3.1 During the bid evaluation process, the bid evaluation committee may request the bidder in writing to clarify or explain in writing the unclear contents of the submitted bid documents. The Bid Evaluation Committee does not accept clarifications, clarifications or corrections offered by bidders.

2.3.2 Clarifications, clarifications and corrections shall not alter the substance of the tender documents. Written clarifications, explanations and amendments by bidders are an integral part of the tender documents.

2.3.3 If the Bid Evaluation Committee has any doubts about the clarifications, explanations or corrections submitted by the bidders, it may request the bidders to further clarify, explain or make corrections until the bid evaluation committee's requirements are met.

2.3.4 In the process of bid evaluation, if the bid evaluation committee finds that the bidder's bid is significantly lower than other bid bids, so that its bid price may be lower than its individual cost, which may affect the quality or cannot perform in good faith, it shall require it to provide written explanations and provide relevant supporting materials within a reasonable time at the bid evaluation site. If the bidder cannot reasonably explain or cannot provide relevant supporting materials, the bid evaluation committee shall reject its bid.

### 2.4 Recommend the winning candidate

When recommending successful candidates, the bid evaluation committee shall follow the following principles:

2.4.1 The bid evaluation committee shall recommend a corresponding number of successful candidates in accordance with the provisions of Table 7.1.1 of the previous Schedule to the Notice to Bidders.

2.4.2 If, after the bid evaluation committee has treated the invalid bids in accordance with the provisions of this chapter, there are less than three valid bids, the bid evaluation committee shall judge whether they are competitive. Where there is competition, the bid evaluation committee shall continue to recommend the winning candidate; in the absence of competition, the bid evaluation committee shall reject all bids.

2.4. 3 After the bid evaluation committee completes the bid evaluation, it shall submit the bid evaluation report to the bidder.

# Chapter III Bid Evaluation Methods (Comprehensive Assessment Method: No Two-Stage Bid Evaluation)

## The preceding table for bid evaluation

|  |
| --- |
| Preliminary review |
| Term number | Judging factors | Judging Criteria |
| 1.1.1 | Formal evaluation criteria | Bidder name | Consistent with business license, qualification certificate, safety production license; |
| The tender letter is signed and sealed | Have the electronic signature of the legal representative and affix the electronic seal of the legal person |
| Quotes are unique | There can only be one valid quote |
| Dark labels | Meet the requirements of the solicitation documents regarding the secret bid |
| ...... | ...... |
| 1.1.2 | Eligibility Criteria | License | Have a valid business license |
| Safety production license | Have a valid safety production license (the design unit does not need to provide it) |
| Qualification certificate | Have a valid qualification certificate |
| Qualification level | Complies with Section 1.4.1 of Chapter II "Notice to Bidders" |
| Financial requirements | Complies with Section 1.4.1 of Chapter II "Notice to Bidders" |
| Performance requirements | Complies with Section 1.4.1 of Chapter II "Notice to Bidders" |
| Proposed project manager requirements for general contracting of the project | Complies with Section 1.4.1 of Chapter II "Notice to Bidders" |
| Other requirements | Meet the other requirements set out in Chapter II, "Notice to Bidders", section 1.4.1 |
| 1.1.3 | Responsiveness Review Criteria | Bidding content | Complies with Section 1.3.1 of Chapter II "Notice to Bidders" |
| Duration | The duration of the construction specified in the tender letter complies with the provisions of Article 1.3.2 of Chapter II" "Notice to Bidders" |
| Engineering quality | The quality stated in the tender letter complies with section 1.3.3 of Chapter II, "Notice to Bidders" |
| Validity period of bids | The validity period of the tender promised in the appendix to the tender letter complies with the provisions of Article 3.3.1 of Chapter II " Notice to Bidders" |
| Bid bond | Complies with Section 3.4.1 of Chapter II "Notice to Bidders"; |
| ...... | ...... |
| Other requirements: | There are no circumstances listed in Article 2.2.6 of the Bid Evaluation Measures |
|  |  |
| Detailed review |
| Term number | Judging factors | score |
| 2.3.1 | Project management organization program review | divide |
| 2.3.1 | EPC quotation review | divide |
| 2.3.1 | Review by the project management body | divide |
| 2.3.1 | Project performance review | divide |
|  | ...... | ...... |
|  |

**Comprehensive evaluation method 3: Applicable to the bidding of e-contracting after the completion of the preliminary design**

|  |  |
| --- | --- |
| Score composition(100 points out of 5) | Technical standard: project management organization program: ≤ 11 pointsEconomic standard: project general contracting quotation: ≥85 pointsBusiness standard: project management agency: ≤ 2 pointsProject performance: ≤ 2 points |
| serial number | Grading items | Scoring factor (rate of deviation) | **Scoring criteria** |
| 1 | EPC Quotation (≥85 points) | Quotation review (all costs within the scope of EPC) (≥83 points) | Method 5 (ABC synthesis method) in Document No. 7 [2017] of Sujian Bidding Office [2017] No. 7 is used as the calculation method for the benchmark price of bid evaluation, or no less than two calculation methods are selected from Methods 1 to 4 to randomly select to determine the calculation method of the evaluation benchmark price at the time of bid opening. The evaluation price is equal to the full score of the evaluation benchmark price, and 0.5 points are deducted for each 1% below the evaluation benchmark price, and the deduction value for each 1% of the high price is 2 times the negative deviation deduction; if the deviation is less than 1%, the score is calculated according to the insertion method. |
| Reasonableness of bid quotation (≤2 points) | Whether the evaluation factor is established or not is determined by the bidder independently, and this indicator is used to evaluate the unreasonable quotation in the general contracting quotation of the project, and the following evaluation methods are for reference:1． Whether the EPC quotation is consistent with the scope of the bidding;2． Whether the EPC quotation matches the bidding project management organization plan;3． Whether the risk calculation in the EPC quotation is clear and reasonable. |
|  | Note: 1. The evaluation price refers to the tender quotation that has been clarified, corrected and corrected for arithmetic calculation errors;2. Valid tender documents refer to tender documents that have not been judged by the Bid Evaluation Committee to be invalid. |
| 2 | Project Management Organization Program (≤11 points) | 1． General Overview (1 ≤) | The overall vision, organizational form, management objectives and control measures, construction implementation plan, and coordination measures for design and construction of the EPC are scored. |
| 2. Design management plan (1-2 points) | 1． Accurate interpretation of the project and reasonable design concept.2． Design schedules and controls.3． Design quality management system and control measures.4． Design priorities, difficulties and controls.5． Design the process for total investment control measures for the project. |
| 3． Procurement Management Programme (≤1 point). | The procurement work procedures, procurement execution plans, procurement, expediting and inspection, transportation and delivery, procurement change management, warehousing management, etc. are scored. |
| 4． Construction layout planning (≤1 point). | Score construction site layouts and temporary facilities, temporary road layouts, and more. |
| 5． Key difficulties in construction (≤1 point). | Scoring key construction technologies, processes and engineering project implementation priorities, difficulties and solutions. |
| 6． Construction Resource Input Plan (1 ≤) | Labor, machinery and material input programs are scored. |
| 7． New technologies, new products, new processes, new materials (1 point ≤). | Scoring of the adoption of new technologies, new products, new processes, and new materials. |
| 8． Building Information Modeling (BIM) Technology (≤1) | Score things like the use of building information modelling (BIM) techniques. |
| 9． EPC Project Manager Presentation and Defense (≤2 points) | The bidder may request the project manager of the general contracting of the bidding project to state the main content of the project management organization plan in the bid evaluation link or answer the questions raised by the bid evaluation committee on the spot (mainly in writing), and the scoring score is controlled within 2 points. When the bid evaluation committee formulates the defense questions, it shall clarify the answers and the scoring points at the same time. |
| Note: 1. The bidder may choose to add the above scoring factors according to the actual situation of the project, but the score of the "evaluation item" shall not be adjusted; the content of the clear scoring criteria may also be refined in the bidding documents, but generally shall not exceed the specified score of each scoring factor.2． The total length of the project management organization plan generally does not exceed 100 pages (projects with particularly complex technology can be appropriately increased), and the specific length (word count) requirements and deduction criteria should be specified by the bidder in the bidding documents.3． The scoring of each scoring point of the project management organization program shall be based on the average of the final scores after removing the highest and lowest scores from the scores of all technical standard judges. In the project management organization plan (except for the scoring points of the project management organization), except for the review points that lack the corresponding content, the score of the other review points shall not be less than 70% of the full score of the review points. |
| 3 | Project management agency (≤2 points). | The personnel allocation of the project manager, the design leader, the construction project manager, the project management agency and the professional categories obtained, technical title levels, post certificates, professional qualifications, work experience, etc. of the general contracting project manager, the design leader, the construction project manager, the project management agency, etc., are scored according to the specified certain criteria in the bidding documents. |
| 3 | Project Performance (≤2 points) | 1． Bidder's performance in similar projects (≤1 point) | The total number of points for the general contracting performance of the enterprise that has undertaken similar or above projects shall not exceed 1 point, such as only similar design performance multiplied by 0.8, such as only similar construction performance multiplied by 0.7. |
| 2． EPC Project Manager Similar Project Performance (≤1 point) | The EPC project manager who has undertaken similar or above EPC performance will not exceed 1 point in total, such as only similar design performance multiplied by 0.8, such as only similar construction performance multiplied by 0.7. |
|  |  | Note: 1. Similar projects implement the corresponding provisions of Circular 1 of Su Jian Guizi (2017), and the bidding documents should clearly state that the bidders and project managers have undertaken the score of a single similar and above project.2. The calculation method for calculating the score of the general contracting performance of the project undertaken by the bidder in the form of a consortium is: the lead party shall be recorded according to 100% of the score, and the participant shall be recorded according to 60% of the score.3. In the bidding of the consortium, only the performance of the general contracting of the project undertaken by the lead party of the participating consortium will be added. |

## 1. Judging Criteria

### 1.1 Preliminary evaluation criteria

1.1.1 Formal evaluation criteria: see the attached table before the evaluation method.

1.1.2 Qualification evaluation criteria: See the attached table before the bid evaluation method.

1.1.3 Responsiveness Evaluation Criteria: See the Schedule before the Bid Evaluation Measures.

### 1.2 Detailed evaluation criteria

1.2.1 The commercial bid is mainly composed of the project management agency, the bidder's similar project performance, the project manager's similar project performance, etc., and the specific evaluation criteria are shown in the bid evaluation method.

1.2.2 Economic bids are mainly composed of bidding quotations, and the specific evaluation criteria are shown in the bid evaluation method.

1.2.3 The technical standards are mainly composed of the project management organization plan, and the specific evaluation criteria are shown in the evaluation method.

1.2.4 The specific scores of each evaluation factor shall be formulated by the tenderer with reference to the scoring rules of the comprehensive assessment method.

**2. Bid Evaluation Procedure**

**2.1 Evaluation criteria for preparation (clearance).**

2.1.1 Before the bid evaluation, the bidder shall organize the following evaluation standard preparation (bid clearance) work and provide relevant information to the bid evaluation committee; if electronic bidding is used, the electronic trading system shall be used to automatically carry out the evaluation standard preparation (bid clearance) work:

(1) Prepare the corresponding forms for bid evaluation on the basis of the bidding documents;

(2) Arithmetic checks of bidding and quotations;

(3) On the basis of the evaluation criteria and methods, list all deviations of the bidding documents from the bidding documents, and classify and summarize them;

(4) Verify the qualifications and qualifications, experience and performance, construction in progress and credit status of bidders and project leaders.

The tenderer shall conduct a comprehensive review of all tender documents using the same criteria on the basis of the tender documents, but shall not evaluate the tender documents.

If the tenderer believes that the bidder's bid price may not be able to complete all the project contents specified in the bidding documents, the bidder may request the bid evaluation committee to request the bidder to make a written explanation and provide relevant supporting materials.

After the completion of the evaluation standard preparation (clearing) work, the bid evaluation committee can only start the bid evaluation after receiving the evaluation standard preparation (clear bid) report; the bid evaluation committee shall review the evaluation standard preparation (clear bid) report and assume corresponding responsibilities.

2.1.2 The bid evaluation committee shall be composed of local and off-site randomly selected bid evaluation experts. The members of the bid evaluation committee first elect a person in charge of the bid evaluation committee, who is responsible for the organization and leadership of the bid evaluation activities, and has the same voting rights as other members of the bid evaluation committee.

2.1.3 The tenderer or tendering agency shall provide the bid evaluation committee with the information and data required for the evaluation of the bid. The person in charge of the bid evaluation committee shall organize the members of the bid evaluation committee to carefully study the bidding documents, and the standards and methods not specified in the bidding documents shall not be used as the basis for bid evaluation.

2.1.4 The bid evaluation committee shall, in accordance with the provisions of the bidding documents, comprehensively and independently evaluate all bidding documents, and review the relevant information provided by the bidders on the evaluation criteria (clearing of bids), and if errors or omissions are found, they shall make corrections.

**2.2 Preliminary Review**

2.2.1 Formal Review

If the evaluation committee has one of the evaluation criteria listed in the attached table to this chapter that does not meet the evaluation criteria, it shall be treated as an invalid bid.

2.2.2 Accreditation

If the evaluation committee has one of the evaluation criteria listed in the attached table to this chapter that does not meet the evaluation criteria, it shall be treated as an invalid bid.

2.2.3 Responsive Review

If the evaluation committee has one of the evaluation criteria listed in the attached table to this chapter that does not meet the evaluation criteria, it shall be treated as an invalid bid.

2.2.4 If there is an arithmetic error in the bid quotation, the bid evaluation committee shall amend the bid price in accordance with the following principles, and the amended price shall be binding after written confirmation by the bidder. If the bidder does not accept the revised price, the bid evaluation committee shall reject its bid.

(1) If the uppercase amount in the bidding document is inconsistent with the lowercase amount, the uppercase amount shall prevail;

(2) If the total price amount is inconsistent with the result calculated based on the unit price, the total price shall be corrected based on the unit price amount, except where there is a clear error in the decimal point of the unit price amount and the reason for rounding;

2.2.5 Clarification, clarification or correction

During the preliminary evaluation process, the bid evaluation committee shall request the bidder to clarify, explain or make corrections regarding the unclear contents of the bidding documents, and the clarification, explanation or correction shall be carried out in accordance with the provisions of paragraph 2.4 of this chapter.

 2.2.6 If the bidding documents have any of the following circumstances, it is a major deviation, which is regarded as a failure to respond substantively to the bidding documents and shall be rejected as an invalid bid:

(1) The bidding letter in the bidding documents is not stamped with the official seal of the bidder;

(2) The bidding letter in the bidding documents is not stamped with the seal (or signature) of the legal representative of the enterprise (or the agent entrusted by the legal representative of the enterprise);

(3) The bidding letter is stamped with the seal (or signature) of the agent entrusted by the legal representative of the enterprise, and the agent entrusted by the legal representative of the enterprise does not have a legal and valid power of attorney (original);

(4) The qualification conditions of the bidders do not meet the relevant provisions of the state, or do not meet the qualification conditions specified in the bidding documents;

(5) The name or organizational structure of the bidder is inconsistent with the prequalification;

(6) Except for the written consent of the bidder before the bidding deadline, the general contracting project manager is inconsistent with the prequalification;

(7) The bidding of the constituent consortium does not provide a joint bidding agreement between the parties to the consortium;

(8) In the same bidding project, the members of the consortium bid alone or participate in the bidding of other consortiums in their own name;

(9) The members of the consortium are inconsistent with the results determined by the prequalification;

(10) The bidding quotation is lower than the project cost or higher than the maximum bidding limit set in the bidding documents;

(11) The same bidder submits two or more different tender documents or tender quotations, unless the solicitation documents require the submission of alternative tenders;

(12) The list of quotations in the bidding documents is inconsistent with the non-competitive cost items or rates or calculation bases expressly listed in the bidding documents;

(13) Failure to provide a bid deposit as required by the solicitation documents;

(14) The completion period of the bidding project specified in the bidding documents exceeds the time limit specified in the bidding documents;

(15) Clearly does not meet the requirements of technical specifications and technical standards;

(16) The packaging methods, inspection standards and methods of the goods specified in the bidding documents do not meet the requirements of the bidding documents;

(17) The bidding documents propose methods for the acceptance, measurement, settlement and payment of the project that cannot meet the requirements of the bidding documents or are unacceptable to the bidder;

(18) Failure to provide electronic tender documents as required by the solicitation documents, or unsuccessful remedies for failure to declassify tender documents and failure to decrypt tender documents in accordance with the tender documents specified in the solicitation documents;

(19) The bidding documents of different bidders and the preparation of bidding documents have a situation that the bid evaluation committee considers that they should not be similar;

(20) Bidding in the name of another person, colluding in bidding, soliciting winning the bid by bribery, or bidding by other fraudulent means;

(21) There are obvious technical program errors in the project management organization plan, or it does not meet the requirements of the relevant secret bids in the bidding documents;

(22) The key content of the bidding documents is vague and unrecognizable.

**2.3 Detailed Review**

2.3.1 The Bid Evaluation Committee shall score the bidding documents that meet the substantive requirements of the solicitation documents in accordance with the scoring criteria specified in the preceding schedules to this Chapter, and recommend the number of successful candidates specified in paragraph 7.1.1 of the preceding schedule in the order of the final score, from highest to lowest. When the comprehensive scores are equal, priority shall be given to those with low bidding prices; if the bidding quotations are also equal, the bidders shall determine themselves.

2.3.2 Scoring score calculation retains two decimal places, and the third place is "rounded".

**2.4 Clarification and correction of tender documents**

2.4.1 During the bid evaluation process, the bid evaluation committee may request the bidder in writing to clarify or explain in writing the unclear contents of the submitted bid documents. The Bid Evaluation Committee does not accept clarifications, clarifications or corrections offered by bidders.

2.4.2 Clarifications, clarifications and corrections shall not alter the substance of the tender documents. Written clarifications, explanations and amendments by bidders are an integral part of the tender documents.

2.4.3 If the bid evaluation committee has doubts about the clarifications, explanations or corrections submitted by the bidders, it may request the bidders to further clarify, explain or make corrections until the requirements of the bid evaluation committee are satisfied.

2.4.4 In the course of bid evaluation, if the bid evaluation committee finds that the bidder's bid is significantly lower than other bid bids, so that its bid price may be lower than its individual cost, which may affect the quality or cannot perform in good faith, it shall require it to provide written explanations and provide relevant supporting materials within a reasonable time at the bid evaluation site. If the bidder cannot reasonably explain or cannot provide relevant supporting materials, the bid evaluation committee shall reject its bid.

**2.5 Recommend winning candidates**

When recommending successful candidates, the bid evaluation committee shall follow the following principles:

2.5.1 The bid evaluation committee shall recommend a corresponding number of successful candidates in accordance with the provisions of Schedule 7.1.1 above the Notice to Bidders.

2.5.2 If, after the bid evaluation committee has treated the invalid bids in accordance with the provisions of this chapter, there are less than three valid bids, the bid evaluation committee shall judge whether they are competitive. Where there is competition, the bid evaluation committee shall continue to recommend the winning candidate; in the absence of competition, the bid evaluation committee shall reject all bids.

2.5.3 After the bid evaluation committee completes the bid evaluation, it shall submit the bid evaluation report to the bidder.

# Preparation of Evaluation Criteria (Clearance of Bids) Chapter III Bid Evaluation Measures (Assessment Separation Method).

# The preceding table for bid evaluation

|  |
| --- |
| Preliminary review |
| Term number | Judging factors | Judging Criteria |
| 1. 1.1 | Formal evaluation criteria | Bidder name | Consistent with business license, qualification certificate, safety production license; |
| The tender letter is signed and sealed | Have the electronic signature of the legal representative and affix the electronic seal of the legal person |
| Quotes are unique | There can only be one valid quote |
| Dark labels | Meet the requirements of the solicitation documents regarding the secret bid |
| ...... | ...... |
| 1. 1.2 | Eligibility Criteria | License | Have a valid business license |
| Safety production license | Have a valid safety production license (the design unit does not need to provide it). |
| Qualification certificate | Have a valid qualification certificate |
| Qualification level | Complies with Section 1.4.1 of Chapter II "Notice to Bidders" |
| Financial requirements | Complies with Section 1.4.1 of Chapter II "Notice to Bidders" |
| Performance requirements | Complies with Section 1.4.1 of Chapter II "Notice to Bidders" |
| Proposed project manager requirements for general contracting of the project | Complies with Section 1.4.1 of Chapter II "Notice to Bidders" |
| Other requirements | Meet the other requirements set out in Chapter II, "Notice to Bidders", item 1.4.1 |
| 1. 1.3 | Responsiveness Review Criteria | Bidding content | Complies with Section 1.3.1 of Chapter II "Notice to Bidders" |
| Duration | The duration of the construction specified in the tender letter complies with the provisions of Article 1.3.2 of Chapter II" "Notice to Bidders" |
| Engineering quality | The quality stated in the tender letter complies with section 1.3.3 of Chapter II, "Notice to Bidders" |
| Validity period of bids | The validity period of the tender promised in the appendix to the tender letter complies with the provisions of Article 3.3.1 of Chapter II " Notice to Bidders" |
| Bid bond | Comply with The provisions of Article 3.4.1 of Chapter II "Notice to Bidders"; |
| ...... | ...... |
| Other requirements: | There are no circumstances listed in Article 2.2.6 of the Bid Evaluation Measures |
|  |  |
| Detailed review |
| Term number | Judging factors | Judging Criteria |
| 1.2.1 | Business Standard |  |
| 1.2.2 | Economic standard |  |
| 1.2.3 | Technical standards |  |
| 2.3.4 | Bid evaluation method, evaluation factors and review order | 1. Bid evaluation method□ qualitative review□ quantitative review□ qualitative + quantitative review2. Judging factors:□ business standard□ economic standard□ technical standard3. Judging order: |
| 2.3.5 | Methodology for shortlisting for the next judging stage | □ preferred method: □ preferred proportion % ; □ preferred quantity name□ the elimination of the inferior: the proportion of □ elimination is %; the number of □ eliminated is named |
| 2.5.2 | Competitive judgment | The Bid Evaluation Committee is empowered to make a competitive judgment as to whether □ is □ or notCompetitive judgment method: |
|  | ...... | ...... |
|  |

## Bid evaluation scheme

It shall be formulated by the tenderer in accordance with the operational guidelines of "assessment separation" and with reference to the scoring method of the comprehensive assessment method.

## 1. Judging Criteria

### 1.1 Preliminary evaluation criteria

1.1.1 Formal evaluation criteria: see the attached table before the bid evaluation method.

1.1.2 Qualification evaluation criteria: See the attached table before the bid evaluation method.

1.1.3 Responsiveness Evaluation Criteria: See the Schedule before the Bid Evaluation Measures.

### 1.2 Detailed evaluation criteria

1.2.1 The commercial bid is mainly composed of the project management agency, the bidder's similar project performance, the project general contracting project manager's similar project performance, etc., and the specific evaluation criteria are shown in the attached table and the bid evaluation plan before the bid evaluation method.

1.2.2 Economic bids are mainly composed of bidding quotations, and the specific evaluation criteria are shown in the appendix to the bid evaluation method and the bid evaluation plan.

1.2.3 The technical standard is mainly composed of design documents and project management organization plan, and the specific evaluation criteria are shown in the attached table and the evaluation plan before the bid evaluation method.

1.2.4 The specific score of each evaluation factor shall be formulated by the bidder with reference to the scoring score of the comprehensive assessment method.

## 2. Bid Evaluation Procedure

### 2.1 Evaluation criteria for preparation (clearance).

2.1.1 Before the bid evaluation, the bidder shall organize the following evaluation standard preparation (bid clearance) work and provide relevant information to the bid evaluation committee; if electronic bidding is used, the electronic trading system shall be used to automatically carry out the evaluation standard preparation (bid clearance) work:

(1) Prepare the corresponding forms for bid evaluation on the basis of the bidding documents;

(2) Arithmetic checks of bidding and quotations;

(3) On the basis of the evaluation criteria and methods, list all deviations of the bidding documents from the bidding documents, and classify and summarize them;

(4) Verify the qualifications and qualifications, experience and performance, construction in progress and credit status of bidders and project leaders.

The tenderer shall conduct a comprehensive review of all tender documents using the same criteria on the basis of the tender documents, but shall not evaluate the tender documents.

If the tenderer believes that the bidder's bid price may not be able to complete all the project contents specified in the bidding documents, the bidder may request the bid evaluation committee to request the bidder to make a written explanation and provide relevant supporting materials.

After the completion of the evaluation standard preparation (clearing) work, the bid evaluation committee can only start the bid evaluation after receiving the evaluation standard preparation (clear bid) report; the bid evaluation committee shall review the evaluation standard preparation (clear bid) report and assume corresponding responsibilities.

2.1.2 Composition and division of labor of the bid evaluation committee: The bid evaluation committee is composed of local and off-site randomly selected bid evaluation experts. The members of the bid evaluation committee first elect a person in charge of the bid evaluation committee, who is responsible for the organization and leadership of the bid evaluation activities, and has the same voting rights as other members of the bid evaluation committee.

2.1.3 The tenderer or tendering agency shall provide the bid evaluation committee with the information and data required for the evaluation of the bid. The person in charge of the bid evaluation committee shall organize the members of the bid evaluation committee to carefully study the bidding documents, and the standards and methods not specified in the bidding documents shall not be used as the basis for bid evaluation.

2.1. 4 The bid evaluation committee shall, in accordance with the provisions of the bidding documents, comprehensively and independently evaluate all bidding documents, and review the relevant information provided by the bidders on the evaluation criteria (clearing of bids), and if errors or omissions are found, they shall be corrected.

### 2.2 Preliminary Review

2. 2.1 Formal review

If the evaluation committee has one of the evaluation criteria listed in the attached table to this chapter that does not meet the evaluation criteria, it shall be treated as an invalid bid.

2. 2.2 Accreditation

If the evaluation committee has one of the evaluation criteria listed in the attached table to this chapter that does not meet the evaluation criteria, it shall be treated as an invalid bid.

2. 2.3 Responsive Review

If the evaluation committee has one of the evaluation criteria listed in the attached table to this chapter that does not meet the evaluation criteria, it shall be treated as an invalid bid.

2. 2. 4 If there is an arithmetic error in the bidding quotation, the bid evaluation committee shall amend the bidding quotation according to the following principles, and the revised price shall be binding after written confirmation by the bidder. If the bidder does not accept the revised price, the bid evaluation committee shall reject its bid.

(1) If the uppercase amount in the bidding document is inconsistent with the lowercase amount, the uppercase amount shall prevail;

(2) If the total price amount is inconsistent with the result calculated based on the unit price, the total price shall be corrected based on the unit price amount, except where there is a clear error in the decimal point of the unit price amount and the reason for rounding;

2. 2. 5 Clarification, clarification or correction

During the preliminary evaluation process, the bid evaluation committee shall request the bidder to clarify, explain or make corrections regarding the unclear contents of the bidding documents, and the clarification, explanation or correction shall be made in accordance with the provisions of paragraph 3.4 of this Chapter.

2. 2. 6 If the bidding documents have one of the following circumstances, it is a major deviation, which is regarded as a failure to respond substantively to the bidding documents and shall be rejected as an invalid bid:

(1) The bidding letter in the bidding documents is not stamped with the official seal of the bidder;

(2) The bidding letter in the bidding documents is not stamped with the seal (or signature) of the legal representative of the enterprise (or the agent entrusted by the legal representative of the enterprise);

(3) The bidding letter is stamped with the seal (or signature) of the agent entrusted by the legal representative of the enterprise, and the agent entrusted by the legal representative of the enterprise does not have a legal and valid power of attorney (original);

(4) The qualification conditions of the bidders do not meet the relevant provisions of the state, or do not meet the qualification conditions specified in the bidding documents;

(5) The name or organizational structure of the bidder is inconsistent with the prequalification;

(6) Except for the written consent of the bidder before the bidding deadline, the project manager of the general contracting of the project is inconsistent with the pre-qualification;

(7) The bidding of the constituent consortium does not provide a joint bidding agreement between the parties to the consortium;

(8) In the same bidding project, the members of the consortium bid alone or participate in the bidding of other consortiums in their own name;

(9) The members of the consortium are inconsistent with the results determined by the prequalification;

(10) The bidding quotation is lower than the project cost or higher than the maximum bidding limit set in the bidding documents;

(11) The same bidder submits two or more different tender documents or tender quotations, unless the solicitation documents require the submission of alternative tenders;

(12) The list of quotations in the bidding documents is inconsistent with the non-competitive cost items or rates or calculation bases expressly listed in the bidding documents;

(13) Failure to provide a bid deposit as required by the solicitation documents;

(14) The completion period of the bidding project specified in the bidding documents exceeds the time limit specified in the bidding documents;

(15) Clearly does not meet the requirements of technical specifications and technical standards;

(16) The packaging methods, inspection standards and methods of the goods specified in the bidding documents do not meet the requirements of the bidding documents;

(17) The bidding documents propose methods for the acceptance, measurement, settlement and payment of the project that cannot meet the requirements of the bidding documents or are unacceptable to the bidder;

(18) Failure to provide electronic tender documents as required by the solicitation documents, or unsuccessful remedies for failure to declassify tender documents and failure to decrypt tender documents in accordance with the tender documents specified in the solicitation documents;

(19) The bidding documents of different bidders and the preparation of bidding documents have a situation that the bid evaluation committee considers that they should not be similar;

(20) Bidding in the name of another person, colluding in bidding, soliciting winning the bid by bribery, or bidding by other fraudulent means;

(21) There are obvious technical errors in the design plan (or project management organization plan), or it does not meet the requirements of the relevant secret bid in the bidding documents;

(22) The key content of the bidding documents is vague and unrecognizable.

### 2.3 Detailed Review

2. 3.1 Where the qualitative evaluation and evaluation method is adopted, the bid evaluation committee shall conduct a qualitative evaluation of the bidding documents that meet the substantive requirements of the bidding documents according to the bid evaluation plan, and recommend the candidates for the bidding.

2. 3.2 Where quantitative evaluation and evaluation method is adopted, the bid evaluation committee shall, in accordance with the scoring rules stipulated in the bid evaluation plan, evaluate, compare and score the evaluation factors of the bidding documents that meet the substantive requirements of the bidding documents, and recommend the candidates for the bid.

2.3.3 Where the qualitative + quantitative evaluation and evaluation method is adopted, the bid evaluation committee shall evaluate the degree of excellence on the basis of qualification according to some quantitative evaluation items specified in the bid evaluation plan, and recommend the candidates for the bid evaluation.

2.3.4 The review order is generally first reviewed technical standards, then reviewed economic standards, and finally reviewed business standards, bidders can also determine the review order according to the project situation, the specific evaluation method, review order and evaluation factors are shown in the attached table before this chapter.

2.3.5 The bid evaluation committee shall determine the list of bidders who will enter the next evaluation link according to the method of entering the next evaluation stage specified in the bid evaluation plan, and evaluate according to the corresponding evaluation factors in each bidding document. The specific methods of shortlisting for the next judging session are shown in the attached table before this chapter.

2. 3. The 6-scoring score calculation retains two decimal places, and the third place is "rounded".

### 2. 4 Clarification and correction of tender documents

2. 4.1 During the bid evaluation process, the bid evaluation committee may request the bidder in writing to clarify or explain in writing the unclear contents of the submitted bid documents. The Bid Evaluation Committee does not accept clarifications, clarifications or corrections offered by bidders.

2. 4.2 Clarifications, clarifications and corrections shall not alter the substance of the tender documents. Written clarifications, explanations and amendments by bidders are an integral part of the tender documents.

2. 4.3 If the Bid Evaluation Committee has any doubts about the clarifications, explanations or corrections submitted by the bidders, it may request the bidders to further clarify, explain or make corrections until the bid evaluation committee's requirements are met.

2.4.4 In the course of bid evaluation, if the bid evaluation committee finds that the bidder's bid is significantly lower than other bid bids, so that its bid price may be lower than its individual cost, which may affect the quality or cannot perform in good faith, it shall require it to provide written explanations and provide relevant supporting materials within a reasonable time at the bid evaluation site. If the bidder cannot reasonably explain or cannot provide relevant supporting materials, the bid evaluation committee shall reject its bid.

### 2. 5 Recommend candidates for calibration

When recommending candidates for bid designation, the bid evaluation committee shall follow the following principles:

2.5.1 The bid evaluation committee shall recommend a corresponding number of bid candidates in accordance with the provisions of Table 6.4.2 above the Notice to Bidders.

2. 5.2 After evaluation by the bid evaluation committee, when the number of bidders who meet the requirements of the bidding documents is less than the number of bidding candidates specified in Table 6.4.2 above the Notice to Bidders, if the bidder authorizes the bid evaluation committee to make a competitive judgment, the bid evaluation committee shall make a competitive judgment in accordance with the provisions of the bidding documents, and if it is competitive, it may continue to recommend the bidding candidates. Whether the tenderer authorizes the bid evaluation committee to make competitive judgments and the manner in which they are judged is set out in the table preceding this chapter.

2. 5. 3 After the bid evaluation committee completes the bid evaluation, it shall submit the bid evaluation report to the bidder.

# Chapter IV Contract Terms and Format

**GF-2011-0216**

**Model text of the general contracting contract for construction projects**

(Trial)

Ministry of Housing and Urban-Rural Development

formulate

State Administration for Industry and Commerce

**Description**

In order to guide the signing behavior of the parties to the general contracting contract of construction projects and safeguard the legitimate rights and interests of the parties to the contract, in accordance with the Contract Law of the People's Republic of China, the Construction Law of the People's Republic of China, the Law of the People's Republic of China on Bidding and Bidding, and relevant laws and regulations, the Ministry of Housing and Urban-Rural Development and the State Administration for Industry and Commerce have formulated the "Model Text for General Undertaking of Construction Projects (Trial Implementation)" (hereinafter referred to as the "Model Text"). In order to facilitate the use of the Model Text by the parties to the contract, the relevant issues are described as follows:

**Composition of the Model Text**

The Model Text consists of three parts: a contractual agreement, a general clause and a special clause.

(1) Contract agreement

According to the provisions of the Contract Law, the contract agreement is a centralized expression of the basic rights and obligations of the parties to the contract, mainly including: the function, scale, standard and duration requirements of the construction project, the contract price and the payment method. Other contents of the contract agreement generally include the annexes to the main technical conditions required by the parties to the contract and the conditions for the contract agreement to take effect.

(2) General terms

The general clause is a principled agreement made by the parties to the contract on the implementation stage of the project construction and its related matters, and the rights and obligations of both parties in accordance with the provisions of the Construction Law, the Contract Law and relevant administrative regulations. There are 20 general clauses, including:

1. Core Terms. These provisions are the provisions of the implementation phase to ensure that the requirements of the construction project, such as function, scale, standard and duration, are realized, and there are 8 articles l (general provisions), 4 (schedules, delays and suspensions), and 5 Article (Technology and Design), Article 6 (Engineering Materials), Article 7 ( Construction) Article 8 (Completion Test), Article 9 (Acceptance of Works) and Article 10 (Post-Completion Testing).

2. Guarantee clause. This part of the clause is the clause that guarantees the smooth implementation of the core clauses, consisting of 4 clauses: Article 11 (Quality Warranty Liability), Article 13 (Change and Contract Price Adjustment). Article 14 (Total contract price and payment), Article 15 (Insurance ）。 Among them, in article 13, the relevant agreement refers only to the agreement on the terms of the contract at the stage of contract negotiation, and the winning bid price is not included; in article 14, the total contract price includes the winning bid price, and also includes the amount of changes, adjustments and claims confirmed by the contractor in the course of the execution of the contract.

3. The stakeholder clause in the contract execution stage. This part of the provisions is based on the specific conditions of the implementation stage of the construction project, according to the law to stipulate the rights and obligations of the contractor and the contractor, a total of 3 articles 2 (contractor), 3 articles ( Contractor) and Article 12 (Acceptance of Completion of Works). 。 The parties to the contract have inspected, inspected, tested, tested and confirmed the engineering equipment and materials, construction, completion test, completion data, etc. during the implementation stage, and the design quality has been confirmed by the post-completion test assessment after receiving; and the project completion acceptance is the acceptance of the contractor for its superior competent department or investment department, so the project completion acceptance is included in the stakeholder clause.

4. Terms of Default, Claims and Disputes. This part of the clause stipulates how to resolve the dispute through friendly consultation, mediation, arbitration or litigation procedures if the parties to the contract breach of contract, or if there are quality salt problems such as shanyan engineering materials, construction, completion tests, etc. in the process of contract performance, as well as disputes such as delays in construction periods and claims. This is Article 16 (Breach of Contract, Claims and Disputes).

5. Force Majeure Clause. Article 17 (Force Majeure) sets out the obligations of the parties in the event of force majeure and the consequences of force majeure.

6. Contract termination clause. Article 18 (Rescission of Contract) provides for the circumstances in which the contract is terminated by the contract issuer and by the contractor.

7. Contract entry into force and contract termination clauses. Article 19 (Entry into Force and Termination of Contract) stipulates the date on which the contract enters into force, the number of copies of the contract, and the termination of the contract after the completion of the contractual obligations.

8. Supplementary Terms. If the parties to the contract refine, complete, supplement, modify or separately agree on the general terms, they may write the specific agreement in the special terms, that is, Article 20 (Supplementary Clauses).

(3) Exclusive terms

Special clauses are terms that the parties to the contract may elaborate, improve, supplement, modify or separately agree on the principled provisions of the corresponding general terms through negotiation and consultation according to the specific circumstances that may occur in the execution process of different construction project contracts. When writing a special clause, the following should be taken into account:

l. The number of the special terms shall be consistent with the number of the corresponding general terms.

2. Where there is a horizontal line in the special clause of the Model Text, the parties to the contract may refine, improve, supplement, modify or separately agree on the corresponding general terms, and if it is not necessary to refine, improve, supplement, modify or otherwise agree, they may draw "/" or write "none".

3. For the general terms not listed in the special clauses of the Model Text, if the parties to the contract consider that the general refinement, improvement, supplement, modification or other agreement is made according to the specific conditions of the construction project, the relevant special clauses may be added, and the number of the new special clauses shall be consistent with the number of the corresponding general clauses.

**2. Scope of application of the Model Text**

The Model Text applies to the method of contracting and contracting of general contracting of construction projects. "General Contracting" means that the Contractor is entrusted by the Contractor to design, purchase and construct the engineering construction project (including completion test) in accordance with the contract 3. In the implementation stage such as trial operation, the whole process or several stages of project contracting are implemented. To this end, in the provisions of the Model Text, the relevant work contents of the engineering construction implementation stage such as "technology and construction, engineering materials, construction, completion test, project acceptance, and post-completion test" are respectively regarded as an independent clause, and the contractor can determine the trade-offs between the relevant construction implementation stage and the work content according to the specific content and requirements of the implementation stage of the contracted construction project.

**Iii. The nature of the Model Text**

The Model Texts are non-mandatory texts. The parties to a contract may conclude a contract in accordance with the Model Text and bear corresponding legal liabilities in accordance with the provisions of the law and the provisions of the contract.

**Part I Contractual Agreement**

Contractor (full name): \_\_\_\_\_\_\_\_\_\_

Contractor (full name): \_\_\_\_\_\_\_\_\_\_\_\_

In accordance with the Contract Law of the People's Republic of China, the Construction Law of the People's Republic of China, the Law of the People's Republic of China on Tendering and Bidding and relevant laws and administrative regulations, and following the principles of equality, voluntariness, fairness and good faith, the parties to the contract conclude this contract through consensus on the general contracting of the \_\_

**First, the project overview**

Project Name:

Project approval, approval or filing document number:

Project content and scale:

Detailed address of the province and city where the project is located:

Scope of Project Contracting:

**2. Sources of engineering building design schemes (or main production technologies**).

**3. Main dates**

Design start date (absolute or relative date):

 Date of commencement of construction (absolute or relative date):

Project Completion Date (Absolute or Relative Date):

**Fourth, the project quality standards**

Engineering Design Quality Standards:

Engineering construction quality standards:

**5. Contract price and payment currency**

The contract price is RMB (uppercase): RMB (lowercase amount: RMB).

See the sub-table of the contract price list for details. The contract price will not be adjusted except for the amount agreed upon in the contract to be increased or decreased in the course of the implementation of the project.

**6. Definitions and Interpretations**

The terms in this Agreement have the same meanings as those conferred in the General Terms.

**7. The contract shall enter into force**

This contract shall enter into force after all the following conditions have been met:

Contractor: Contractor:

(Official seal or special seal of the contract) (official seal or special seal of the contract)

Legal Representative or His Authorized Representative: Legal Representative or His Authorized Representative:

 (Signature) (Signature)

Industrial and Commercial Registered Domicile:

Enterprise Organization Code: Enterprise Organization Code:

Zip/Postal Code:

Legal Representative: Legal Representative:

Authorized Representative: Authorized Representative:

Tel: Tel:

Fax: Fax:

Email: Email:

Bank: Bank:

Account Number: Account Number:

Contract formation time: year, month and day

Place of conclusion of the contract:

**Part II General Terms**

**Article 1** **General Provisions**

**1.1 Definitions and Interpretations**

1.1.1 Contract means the whole consisting of the documents referred to in subparagraph 1.2.1.

1.1.2 General terms and conditions, which mean the general terms and conditions that the parties to the contract abide by in the performance of the EPC contract, consist of Articles 1 to 20 of this document.

1.1.3 Special terms refer to the terms that the parties to the contract shall refine, improve, supplement, modify or separately agree on the general terms according to the specific circumstances of the general contracting project, and agree to abide by them jointly.

1.1.4 General contracting of the project refers to the contractor entrusted by the contractor to carry out the whole process or several stages of the project contracting in the design, procurement, construction (including completion test) and trial operation of the engineering construction project in accordance with the contract.

1.1.5 The contract issuer refers to the party who has the qualification of the subject of the project contract and the ability to pay the project price or the legal heir who has obtained the qualification of the party as agreed in the contract agreement.

1.1.6 The contractor refers to the parties with the qualification of the subject of the general contracting of the project accepted by the contract issuer as agreed in the contract agreement, including their legitimate heirs.

1.1.7 A consortium means that, with the consent of the contractor, two or more legal persons or other organizations, shall be the temporary institution of the project contractor, and the consortium shall be jointly and severally liable to the contractor. The parties to the consortium shall designate one of them as the lead.

1.1.8 Subcontractor means a legal person or other organization with corresponding qualifications that accepts part of the projects or services subcontracted by the Contractor in accordance with the contract.

1.1.9 Representative of the Contractor means the representative designated by the Contractor to perform this Contract.

1.1.10 Supervisor refers to the project supervision unit with corresponding qualifications entrusted by the contractor.

1.1.11 The chief engineer of the project shall mean the chief supervising engineer authorized by the supervisor and responsible for performing the supervision contract.

1.1.12 Project Manager means the representative appointed by the Contractor in accordance with the Contract to be responsible for the performance of the Contract.

1.1.13 Works mean permanent works and/or temporary works.

1.1.14 Permanent project refers to the project in which the contractor carries out design, construction, completion test, post-completion test and trial operation assessment according to the contract and delivers it to the contractor for production operation or use.

1.1.15 A single project means an engineering unit with an independent function listed in the special conditions and is an integral part of a permanent project.

1.1.16 Temporary works mean temporary buildings, structures and other temporary facilities that do not constitute permanent engineering entities that are necessary to be erected on site for the purpose of implementing, completing permanent works and repairing any quality defects.

1.1.17 Site or site means any place provided by the contractor as contractually agreed for the contractor's on-site office, storage of engineering materials, machinery and facilities and implementation of the project.

1.1.18 Project basic information refers to the documents, reports (such as plant selection reports, resource reports, survey reports, etc.), materials (such as meteorology, hydrology, geology, etc.), agreements (such as raw materials, fuels, water, electricity, gas, transportation, etc.) and relevant data provided by the contractor to the contractor and approved by the relevant departments for the project, as well as other basic information required for design.

1.1.19 On-site obstacle information refers to the coordinate orientation, data and other relevant information of the above-ground and underground buildings, structures, cables, pipelines, protected ancient buildings, ancient trees and other existing above-ground and underground buildings required for engineering design and on-site construction that the Contractor needs to provide to the Contractor.

1.1.20 The design stage refers to the stages of planning and design, overall design, preliminary design, technical design and construction drawing design. The composition of the design phase depends on the project situation.

1.1.21 Engineering materials mean the equipment, materials and components specified in the design documents that will constitute permanent engineering entities, as well as the materials required for completion tests and post-completion tests.

1.1.22 Construction means the process by which the Contractor converts design documents into permanent works, including civil works, installation and completion testing.

1.1.23 Completion test means the performance test of machinery, equipment, components, cables and pipelines that shall be carried out by the contractor before the project and/or individual works are accepted by the contractor.

1.1.24 Change means any change to the Project made with the written notice or written approval of the Contractor without changing the function and scale of the Project.

1.1.25 Construction completion means that the project has completed the civil construction and installation in accordance with the contract and design requirements, and passed the completion test.

1.1.26 Project acceptance refers to the process in which the contractor and the contractor hand over the project and the contractor and the contractor issue a certificate of receipt in order to enable the operator and user personnel of the contractor to enter the post for post-completion test and trial operation preparation after the completion test and trial operation of the project and/or a single project have passed the completion test.

1.1.27 Post-completion test refers to the production and/or use function test of the project carried out by the contractor itself or under the guidance of the contractor under the leadership of the contractor organization after the project has been accepted by the contractor.

1.1.28 Trial operation assessment refers to all tests carried out by the contractor itself or under the guidance of the contractor under the guidance of the contractor after the completion of the project according to the contract, according to the contract.

1.1.29 Assessment and acceptance certificate refers to the acceptance certificate issued by the contractor after all the tests of the trial operation assessment have been completed and passed the acceptance.

1.1.30 Project completion acceptance refers to the contractor receiving the assessment and acceptance certificate, completing the sweeping project and defect repair, and submitting the completion acceptance report, completion data and completion settlement data according to the contract, and the project settlement and acceptance organized by the contractor.

1.1.31 Contract term means the period from the date of entry into force of the contract to the date on which the obligations of the parties under the contract have been fulfilled.

1.1.32 Base date means the date 30 days before the deadline for submission of tender documents.

1.1.33 Project schedule refers to the time plan arrangement of all implementation stages (including design, procurement, construction, completion test, project acceptance, post-completion test to trial operation assessment, etc.) or several implementation stages of the project agreed upon in the contract from the effective date of the contract.

1.1.34 The commencement date of construction refers to the absolute or relative date on which the Contractor commences on-site construction as agreed in the Contract Agreement.

1.1.35 Completion date means the absolute or relative date of completion of the construction (including completion test) by the Contractor as agreed in the Contract Agreement, including any extension date agreed upon in the Contract.

1.1.36 Absolute date means a specific period indicated by the year, month or day of the Gregorian calendar.

1.1.37 Relative date means a specific period of time indicated by the number of days in the Gregorian calendar.

1.1.38 Critical path refers to the time plan line in the project schedule that directly affects the completion date. This critical path is agreed upon by the parties to the contract when discussing the project schedule.

1.1.39 Day, month, and year refers to the day, month, and year of the Gregorian calendar. The starting point for any period used in this Contract shall be the day following the date of the corresponding event. If the starting point of any time is conditional on the expiration of a period, the starting point is the day next to the date of expiration of that period. The expiry date of any period is the date on which the period expires.

1.1.40 Working days refer to calendar days other than statutory holidays in China.

1.1.41 The contract price refers to the price agreed in the contract agreement for the contractor to carry out design, procurement, construction, completion test, post-completion test, trial operation assessment and service.

1.1.42 Contract price adjustment refers to the corresponding adjustment of the contract price according to the laws and contractual fees that need to be increased or decreased.

1.1.43 The total contract price refers to the contract settlement price adjusted in accordance with the contract.

1.1.44 Advance payment means the amount paid in advance by the Contractor to the Contractor in accordance with the Contract.

 1.1.45 The project progress payment refers to the progress payment for the design, procurement, construction and completion test paid by the contractor to the contractor in installments according to the payment content and payment conditions agreed in the contract, as well as the service fee for the test and trial operation assessment after completion and the management fee for the general contracting of the project.

1.1.46 Project Quality Warranty Responsibility Letter refers to the agreement signed between the contractor and the contractor on matters related to the quality warranty in accordance with the laws and regulations on quality warranty.

1.1.47 Defect liability warranty refers to the amount temporarily deducted by the contractor from the project progress payment according to the contract as a guarantee for the contractor's performance of the defect liability during the construction process and the defect liability period.

1.1.48 The defect liability period refers to the period during which the contractor bears the liability for the defect warranty in accordance with the contract, which shall generally be12 months. The maximum lengthening of liability for defects shall not exceed 24 months. The specific period is agreed upon in the exclusive terms.

1.1.49 Written form means a form in which contract documents, letters and data messages, etc., can tangiblely represent the contents contained therein. Data messages include: telex, fax, electronic data interchange and e-mail.

1.1.50 Liability for breach of contract refers to the liability of a party to a contract for non-performance of contractual obligations or for non-compliance with contractual obligations.

1.1.51 Force majeure means an objective circumstance that cannot be foreseen, avoided or overcome, the specific circumstances of which shall be agreed upon by the parties in the special clause.

1.1.52 According to the characteristics of the project under this contract, other definitions agreed upon shall be supplemented. Agreed in the exclusive terms.

**1.2 Contract Documents**

1.2.1 Composition of contract documents. The contract documents are mutually interpreted and explained to each other. Unless otherwise agreed in the exclusive terms, the documentation and priority interpretation of the group cost contract are as follows:

(1) This contract agreement (
2) Special terms of this contract
 (3) Notice of winning bid (
4) Bidding documents and their attachments (
5) General Terms and Conditions of this Contract (
6) Contract Annex
 (7) Standards, Specifications and Related Technical Documents (
8). Design documents, materials and drawings
 (9) Other documents agreed by the parties to form an integral part of the contract

The minutes of meetings, memorandums, supplementary documents, changes and negotiations and other written documents signed by the authorized representatives of both parties formed by the parties in the course of the performance of the contract shall form an integral part of this contract.

1.2.2 When the terms of the contract document are ambiguous or inconsistent, and cannot be clearly explained in accordance with the order of interpretation agreed in the contract, without affecting the normal progress of the project, it shall be resolved by the parties through consultation, and the parties shall resolve it in accordance with the agreement on disputes and awards in paragraph 16.3 if they fail to reach an agreement through consultation.

1.2.3 The title of the clause in the contract is for convenience of reading only and is not intended to be the basis for the interpretation of the terms of the contract.

**1.3 Language and Writing**

Contract documents are prepared, interpreted and explained in simplified Chinese language. When the parties to a contract agree to use two or more languages in the special clause, Chinese shall be the dominant language of interpretation and explanation of this contract.

In ethnic minority areas, the parties may agree to use the minority language to prepare, interpret and explain this contract document.

**1.4 Governing Law**

This contract is in accordance with the laws of the People's Republic of China and refers to the laws, administrative regulations, departmental rules of the People's Republic of China, as well as local regulations, autonomous regulations, special regulations and local government rules of the place where the project is located. The names of the specific applicable laws of the country and place that need to be specified are agreed in the exclusive clause.

After the base date, if the contractor's costs increase due to a change in law, the contractor shall reasonably increase the contract price, and if the critical path duration is delayed due to the legal change, the construction period shall be reasonably extended.

**1.5 Standards and specifications**

1.5.1 The name (or number) of the national standard specifications applicable to the project, and/or the industry standard specifications, and/or the standard specifications of the place where the project is located, and/or the enterprise standard specifications, shall be agreed in the special clauses.

1.5.2 Where the contract issuer uses foreign standards or specifications, it shall be responsible for providing the original version and the Chinese translation, and shall stipulate in the special terms the name, number of copies and time of the standards and specifications provided.

1.5.3 In the absence of the standards or specifications stipulated in the corresponding documents, the contractor shall list the technical requirements to the contractor at the time agreed in the special clause, and the contractor shall propose the implementation method according to the agreed time and technical requirements, and implement them after approval by the contractor. If the contractor needs to conduct research and development tests on the implementation method, or needs to carry out special training for the construction personnel, in addition to the cost already included in the contract price, the two parties shall separately sign an agreement as an annex to this contract, and the cost shall be borne by the contractor.

1.5.4 After the base date, if the contractor's expenses increase due to the promulgation of new mandatory norms or standards by the state, the contract issuer shall reasonably increase the contract price; if the critical path construction period is delayed, the contractor shall reasonably extend the construction period.

**1.6 Confidentiality**

One of the parties shall have the duty of confidentiality with respect to the trade secrets, technical secrets and other information of the other party that it becomes aware of in the course of the conclusion and performance of the contract, as well as other information expressly requested to be kept confidential by either party, and shall not be disclosed or used for purposes other than this contract without consent. Where one party discloses or uses confidential information such as trade secrets or technical secrets outside of this contract to cause losses to the other party, it shall bear the liability for damages. The information required by the parties for the performance of the contract shall be provided by the other party. If the parties deem it necessary, they may sign a confidentiality agreement as an annex to the contract.

**Article 2** **Contractor**

**2.1 The principal rights and obligations of the contractor**

2.1.1 Responsible for handling the approval, approval or filing procedures of the project, obtaining the right to use the project land, completing the demolition compensation work, so that the project has the conditions for starting construction stipulated by law and the contract, and providing project approval documents.

2.1.2 Perform the obligations of contract price adjustment, payment and completion settlement agreed in the contract.

2.1.3 Have the right to propose, modify and change the contractor's design, procurement, construction, completion test, etc. in accordance with the provisions of the contract and the applicable laws on mandatory standards and norms such as safety, quality, environmental protection and occupational health, but shall not violate the provisions of the national mandatory standards and norms.

2.1.4 The right to compensate the contractor for any loss and damage caused to the contractor due to the contractor's reasons in accordance with the contract.

2.1.5 The Contractor shall have the right to give notice of suspension in writing if it deems it necessary. Among them, the suspension caused by the contractor' reasons, the increase in costs caused to the contractor shall be borne by the contractor, resulting in a delay in the critical path, and the completion date shall be extended accordingly.

**2.2 Representative of the Contractor**

The contractor appoints a representative to exercise the rights entrusted by the contractor and perform the obligations of the contractor, but the representative of the contractor does not have the right to amend the contract. The Contractor's representatives perform their duties within the scope of their authorization in accordance with this Contract. A written notice given to the contractor by the contractor's representative in accordance with the scope and matters agreed in the contract shall be signed by the contractor himself and sent to the project manager. The name, title and duties of the contractor's representative are agreed upon in the special terms. When the contractor decides to replace its representative, it shall notify the contractor in writing of the name, title, powers and appointment of the new representative 15 days before his arrival.

**2.3 Supervisor**

2.3.1 Where the contractor supervises the project, the name of the supervisor, the director of the project, the scope of supervision, the content and authority shall be specified in the special clause.

The supervisor shall supervise the contractor on behalf of the contractor in accordance with the scope, content, and authority of the supervision entrusted by the contractor. The notice issued by the supervisor to the contractor shall be signed by the director of the project in writing and sent to the contractor for implementation, and a copy shall be sent to the contractor.

2.3.2 In the event that the powers of the Director of Works overlap or are unclear with those of the contractor's representative, the contractor shall coordinate and clarify them and notify the contractor in writing.

2.3.3 Unless otherwise agreed in the Exclusive Terms, the Director of Works shall not have the power to vary any of the rights and obligations of the parties to this Contract.

2.3.4 When the Contractor changes the Director of Works, the Contractor shall notify the Contractor in writing 5 days in advance and indicate the name, position, authority, authority and appointment time of the replacement.

**2.4 Security Assurance**

2.4.1 Unless otherwise agreed in the special clause, the contractor shall be responsible for coordinating the handling of the safety protection of the underground and above-ground facilities and adjacent buildings, structures, ancient trees, cultural relics and graves around the construction site, maintaining the normal order around the site, and bearing the relevant costs.

2.4.2 Unless otherwise agreed in the special clause, the contractor shall be responsible for the construction site near the contractor is using, operating, or used by the contractor for the construction of buildings, structures, production devices, facilities, equipment, etc., erecting obvious signs prohibiting entry and fire, and notifying the contractor in writing of the safety regulations and location range to be observed. The contractor shall be responsible for any loss or injury caused to the contractor due to the contractor's reasons.

2.4.3 This contract is not stipulated, and when the main structure of the project or the main installation of the project is completed, and the contractor requests the renovation work involving changes in the main body and load-bearing structure of the building, or involving major technological changes, the two parties may separately sign a commission contract as an annex to this contract.

If the Contractor decides at its own discretion to sign a commission contract with a third party for such renovation or the Contractor, and the Contractor or a third party otherwise entrusted by the Contractor proposes the design plan and construction, the Contractor shall be responsible for the losses and damages caused thereby

2.4.4 The Contractor shall be responsible for conducting safety education for its representatives, employees, supervisors and other personnel entrusted by them and complying with the safety regulations of the Contractor's project site. The Contractor shall indicate the relevant safety regulations on the site of the works in a sign or send the safety regulations to the Contractor. The contractor shall be responsible for personal injury or safety accidents that occur as a result of the failure of the contractor's representatives, employees, supervisors and other personnel entrusted by them to comply with the safety regulations of the contractor's project site.

2.4.5 The Contractor, the Contractor's representative, employees, supervisors and other persons entrusted by them shall comply with the relevant provisions of Paragraph 7.8 on health, safety and environmental protection.

**2.5 Security Responsibilities**

2.5.1 The subject responsible for on-site security work shall be agreed upon by the special clause. The party responsible for on-site security work is responsible for contact, communication and coordination with the relevant local security departments, and bears the related costs incurred.

2.5.2 The Contractor and the Contractor shall agree on the division of security responsibilities during the implementation phase and area of the project, and shall prepare their respective relevant security systems, liability systems and reporting systems as annexes to the contract.

2.5.3 The contractor shall bear the relevant security work and the costs, damages and liabilities arising from the area occupied by the contract issuer and the individual works and works received by the contract issuer in accordance with the contract.

**Article 3** **Contractors**

**3.1 Principal rights and obligations of the Contractor**

3.1.1 The contractor shall complete the design, procurement, construction, completion test and/or guidance of post-completion tests in accordance with the standards, specifications, functions, scale, assessment objectives and completion date of the contract, and shall not violate the provisions of the national mandatory standards and norms.

The specific contracting scope of this project shall be in accordance with the provisions on the "project contracting scope" in the first "Project Overview" of the contract agreement.

3.1.2 The Contractor shall, at its own expense, repair defects in the design, documents, equipment, materials, components, construction or defects found in the completion test and post-completion test arising from the Contractor' reasons, as agreed in the contract.

3.1.3 The Contractor shall submit the relevant statements in accordance with the contract and the requirements of the Contractor. The category, name, content, reporting period, time to submit and number of copies of the report are agreed upon in the special terms.

3.1.4 The Contractor shall have the right to return to work in accordance with the Contractor's requirements under Paragraph 4.6.4, 14 9 payment delays and 17 force majeure agreements, in writing to the contractor to issue a suspension of compulsory notice. In addition, any suspension due to the contractor's reasons, resulting in an increase in the contractor's expenses, it shall bear its own expenses, and the delay of the critical path shall catch up at its own expense.

3.1.5 The Contractor shall have the right to claim compensation and/or extend the date of completion of any loss, loss or delay to the Contractor in the event of any loss, loss or delay in the critical path of the project due to the Contractor's reasons.

**3.2 Project Manager**

3.2.1 The project manager shall be the person identified by both parties. The Project Manager is authorized to perform this contract on behalf of the Contractor. The name, responsibilities, and authority of the project manager are agreed upon in the Terms and Conditions.

The project manager shall be an employee of the contractor, and the contractor shall submit to the contractor within 10 days after the contract takes effect the labor contract between the project manager and the contractor, as well as the valid proof of the contractor's payment of social insurance to the project manager, and if the contractor does not submit the above documents, the project manager shall not have the right to perform his duties, thereby affecting the progress of the project or other problems, the contractor shall bear the responsibility.

The project manager shall be permanently present at the project site and shall spend no less time on site each month than the number of days agreed upon in the special terms. The project manager may not concurrently act as the project manager for other projects. When the project manager really needs to leave the project site, he should obtain the consent of the contractor in advance and appoint an experienced person to temporarily perform his duties.

If the contractor violates the above agreement, it shall bear the liability for breach of contract in accordance with the provisions of the special clause.

3.2.2 The project manager shall plan the project according to the contract and organize the project implementation according to the instructions issued by the contractor's representative and/or the engineering director according to the contract. In the event of an emergency and it is not possible to contact the Contractor's representative and/or Director of Works, the Project Manager shall have the right to take the necessary measures to ensure the safety of persons, works and property, provided that the Contractor's representative and/or The Director of Works sends a written report.

3.2.3 When the Contractor changes the Project Manager, the Contractor shall notify the Contractor in writing 15 days in advance and obtain the consent of the Contractor, and the successor Project Manager shall continue to perform the duties and powers specified in Article 3.2.1. The contractor may not change the project manager without the consent of the contractor. If the contractor changes the project manager without authorization, it shall bear the liability for breach of contract in accordance with the provisions of the special terms.

3.2.4 The Contractor shall have the right to notify the replacement of the Project Manager in the form of a written notice of the replacement, shall state the reasons for the replacement, and the Contractor shall submit a written improvement report to the Contractor within 15 days of receiving the notice of replacement. If the contractor still notifies the replacement in writing after receiving the improvement report, the contractor shall replace it within 30 days after receiving the second notice of replacement, and notify the contractor in writing of the name and resume of the newly appointed project manager. The new Project Manager continues to perform the duties and authority set out in Paragraph 3.2.1.

**3.3 Engineering Quality Assurance**

The contractor shall ensure the quality of design, procurement, processing and manufacturing, construction, completion test and other work in accordance with the quality standards and specifications agreed in the contract, establish an effective quality assurance system, and agree on the warranty model, warranty period and warranty responsibility in the form of a quality warranty responsibility letter in accordance with the relevant provisions of the state.

**3.4 Security Assurance**

3.4. 1 Engineering safety performance

The contractor shall, in accordance with the contract and the relevant laws and regulations of the state on safety and strictness, carry out design, procurement, construction and completion tests to ensure the safety performance of the project.

3. 4. 2 Safe construction

The Contractor shall comply with the provisions of Section 7.8 on occupational health, safety and environmental protection.

3.4.3 The Contractor shall be responsible for any loss and injury caused by the Contractor's failure to comply with the safety requirements and location limitations notified by the Contractor in accordance with Paragraph 2.4.2.

3.4.4 The Contractor shall be fully responsible for the safety management of its construction site and for the safety of all persons entering the construction site. The contractor shall be responsible for personal injury or safety accidents that occur due to the contractor.

**3.5 Occupational health and environmental protection assurance**

3.5.1 Engineering Design

The contractor shall, in accordance with the contract, and in accordance with the Regulations on the Administration of Survey and Design of Construction Projects, the Regulations on Environmental Protection of Construction Projects and other relevant laws and regulations, carry out the environmental protection design and occupational health protection design of the project to ensure that the project complies with the laws and standards related to environmental protection and occupational health.

3.5.2 Occupational health and environmental protection

The Contractor shall comply with the provisions of Section 7.8 on occupational health, safety and environmental protection.

**3.6 Progress Assurance**

The contractor shall, in accordance with the project schedule agreed in Paragraph 4.1, organize all kinds of resources required for design, procurement, construction and completion tests in a reasonable and orderly manner, as well as send experienced instructors for post-completion tests, and adopt effective implementation methods and organizational measures to ensure the realization of the project schedule.

**3.7 On-site security**

The Contractor shall be responsible for on-site security (including the Contractor's prefabricated processing site, office and living camp) until the contractor enters the site, the commencement of construction and the time the Contractor receives the individual works and/or works. It is also responsible for the preparation of the relevant security system, responsibility system and reporting system, which are submitted to the contractor.

**3.8 Subcontracting**

3.8.1 Subcontracting Conventions

The contractor can only subcontract the work items listed in the special clause (including design, procurement, construction, labor services, completion tests, etc.).

For subcontracting matters not listed in the special clauses, the contractor may submit an application to the contractor in batches and phases during the implementation stage of the project, and the contractor shall approve or submit opinions within 15 days after receiving the application for subcontracting matters. If the contractor fails to approve or submit an opinion on the 15th, the contractor has the right to subcontract the proposed subcontracting matters from the 16th day after the submission of the subcontracting matters

3.8.2 Qualification of subcontractors

The subcontractor shall comply with the qualification level of the enterprise stipulated by the national law, otherwise it cannot be a subcontractor. The contractor is obliged to review the qualifications of the subcontractor.

3.8.3 The Contractor shall not subcontract the contracted works externally, nor shall it be able to subcontract all the contracted works externally by dismemberment.

3.8.4 Subcontractors of design, construction and engineering materials shall strictly implement the provisions of the State on the management of subcontracting matters.

3.8. 5 Payment to subcontractors

The contractor shall pay the contract price to the subcontractor on time in accordance with the provisions of the subcontract. Unless otherwise agreed in the exclusive terms, the Contractor shall not pay any sum to the Subcontractor in any form without the consent of the Contractor.

3.8.6 The Contractor is liable to the Subcontractor

The contractor is liable to the contractor for the acts of the subcontractor, and the contractor and the subcontractor are jointly and severally liable to the contractor for the subcontracting work.

**Article 4 Schedules, delays and suspensions**

**4.1** **Project Schedule**

4.1.1 Project Schedule

The contractor is responsible for preparing the project schedule, and the construction period (including the completion test) in the project schedule shall comply with the provisions of the contract agreement. The principles for determining the critical path and the critical path changes, the number and time for the contractor to submit the project schedule are agreed upon in the special terms.

The project schedule is implemented with the approval of the contractor, but the approval of the contractor does not reduce or exempt the contractor from its contractual liability.

4.1.2 Catch up with the project schedule at your own expense

When the actual progress of the project falls significantly behind the project schedule due to the contractor's reasons, the contractor has the obligation and the contractor also has the right to require the contractor to take measures at its own expense to catch up with the project schedule.

4.1.3 Adjustment of the project schedule

The completion date is postponed accordingly and the project schedule is adjusted in the following cases:

(1) The project basic information and on-site obstacle information provided by the contractor in accordance with paragraph 5.2.1 are untrue, inaccurate, incomplete or untimely, or fail to pay according to the amount of advance payment agreed in paragraph 14.3.1 and the payment time agreed in paragraph 14.3.2, resulting in a delay in the design start date agreed in paragraph 4.3.2, or a delay in the procurement start date agreed in paragraph 4.4.2, or a delay in the construction start date.

(2) According to 4 2. Paragraph 4(2) stipulates that the time for the review meeting at a certain design stage is delayed due to the contractor's reasons.

(3) According to 4 2. Paragraph 4(3) stipulates that the approval time of the relevant design review department is longer than the time agreed in the contract.

(4) Other extensions of the completion date according to the contract.

4.1.4 Contractor's rush requirements

During the implementation of the contract, the contractor puts forward in writing the request to speed up the design, procurement, construction and completion test, and when the contractor accepts it, the contractor shall submit a rush plan and take measures to rush the work. Any increase in costs arising from rush work shall be subject to the change in paragraph 13.2.4 .

**4.** **2 Design a schedule**

4. 2.1 Design schedule

The Contractor prepares the design schedule in accordance with the approved project schedule and the design review phase agreed in paragraph 5.3.1 and the timing of the design phase review meeting organized by the contractor. The design schedule is executed with the approval of the contractor. The contract issuer's approval does not relieve the contractor of its contractual obligations.

4. 2.2 Design start date

The 5th day following the receipt by the Contractor of the project basic information, site obstacle information and advance payment under section 14.3.2 from the Contractor in accordance with paragraph 5.2.1 shall be the date on which the design commencement begins.

4. 2.3 Delay in the start date of the design

If the contractor fails to provide the design basic information, site obstacle information and other relevant information as agreed in paragraph 5.2.1, or fails to pay the advance payment according to the amount and payment time agreed in paragraphs 14.3.1 and 14.3.2, resulting in a delay in the start date of the design, the date of commencement of the design and the completion date of the project shall be postponed accordingly If the date of commencement of the design is delayed due to the contractor's reasons, it shall catch up at its own expense in accordance with the provisions of paragraph 4.1.2. If the contractor causes economic losses to the contractor due to the reasons of the contractor, the corresponding fees shall be paid.

4. 2.4 Delay in the review date at the design stage

(1) If, due to the contractor's reasons, the design documents of the relevant stage cannot be submitted in accordance with the time schedule of the design review stage and its review meeting agreed in the contract, or the relevant design documents submitted do not meet the design depth requirements of the relevant review stage, resulting in the delay of the design review meeting, the contractor shall rely on the 4. 1. Paragraph 2 stipulates that measures shall be taken to catch up at its own expense, and if it causes delays in the critical path or causes losses to the contractor (the cost of preparing for the review meeting), the contractor shall bear the burden.

(2) If, due to the reasons of the contractor, the time schedule of the design stage review meeting cannot be followed in accordance with the contract, resulting in the delay of the design stage review meeting, the completion date shall be postponed accordingly. Therefore, the loss of nest workers caused to the contractor shall be borne by the contractor.

(3) If the approval time of the relevant government design review department is longer than the time agreed in the contract, the completion date shall be extended accordingly. As a result, the increase in costs to both parties shall be borne by each party.

**4.3 Procurement Schedule**

4.3.1 Procurement Schedule

The Contractor's procurement schedule is in line with the timeline of the project schedule and is linked to the schedules for the design, construction, and/or completion tests and post-completion tests. The number and date of submission of the procurement schedule are agreed upon in the exclusive terms.

4.3.2 Purchase Start Date

The purchase start date is agreed upon in the exclusive terms.

4.3.3 Delays in the progress of procurement

The contractor shall be responsible for the delay in procurement caused by the contractor' reasons, the suspension of work, the loss of nest work and the delay of the completion date. The contractor shall bear the delay in procurement due to the reasons of the contractor, and the loss of work stoppage and nest workers caused to the contractor shall be borne by the contractor, and if the critical path is delayed, the completion date shall be postponed accordingly.

**4.4 Construction Schedule**

4.4.1 Construction Schedule

The contractor shall submit to the contractor a design of the overall construction organization, including the construction schedule, 15 days before the start of construction on site. The opening and completion time of the construction schedule shall comply with the provisions of the contract agreement on the date of construction start and completion of the project, and shall be coordinated with the arrangement of the project schedule. If the contractor needs the contractor to submit the construction schedule for key individual projects and/or key sub-projects, the number and time of submission shall be agreed upon in the special clauses.

4. 4. 2 Construction start date delayed

If the commencement date of construction is delayed, the extension of the completion date shall be determined in accordance with the following agreements:

(1) If the contractor is unable to start work on time due to the reasons of the contractor, the date of commencement and completion shall be postponed accordingly. The contractor shall be paid a corresponding fee for causing economic loss.

(2) If the construction cannot be started on time due to the contractor's reasons, it is necessary to explain the legitimate reasons, take measures at your own expense to start construction as soon as possible, and the completion date shall not be extended.

(3) If the date of commencement of construction is delayed due to force majeure, the date of completion shall be postponed accordingly.

4.4.3 Date of Completion

(1) When the pilot phase of the contracted project includes the completion test stage, the planned completion date and the actual completion date shall be determined in the following ways:

1) According to the special clause (9.1 project acceptance), the completion date of the single project shall be the planned completion date of the single project; the planned completion date of the last single project in the project shall be the planned completion date of the project;

2) The date on which the last completion test in a single project is passed, which is the actual completion date of the single project;

3) The date on which the last single project in the project passes the completion test is the actual completion date of the project.

(2) When the implementation phase of the contracted project does not include the completion test stage, the planned completion date and the actual completion date shall be determined in the following ways:

1) The planned completion date of the individual project in accordance with the special clause (9.1 project acceptance) shall be the planned completion date of the single project; the planned completion date of the last single project in the project shall be the planned completion date of the project;

2) The date on which the contractor completes all the construction work in the single project specified in the construction drawings and meets the agreed quality standards in accordance with the contract, which is the actual completion date of the single project;

3) The date on which the contractor completes all the construction work of the last single project in the project specified in the construction drawings according to the contract, and meets the quality standards agreed in the contract, shall be the actual completion date of the project.

(3) The construction parts reserved by the contractor for the completion test or the test after completion, or the construction parts required by the contractor, the sporadic sweeping projects and defect repairs that do not affect the actual operation of the contractor, and do not affect the determination of the completion date.

**4.5 Compensation for Delay**

If the completion date of the project is delayed due to the contractor's reasons, the contractor shall bear the liability for compensation for delay and misconduct. The amount of compensation for daily delays, and the maximum amount of compensation accumulated, are agreed in the special clause. The contract issuer has the right to deduct the amount of compensation from the progress payment of the project, the settlement of the completion of the project or the performance guarantee agreed to be submitted.

**4.** **6 Pause**

4. 6.1 Suspension due to the Contractor

For the suspension notified by the Contractor, the date of the suspension and the expected duration of the suspension shall be indicated. The Parties shall comply with the relevant provisions of Paragraphs 2.1.5 and 3.1.4.

4. 6.2 Suspension due to force majeure

When the project is suspended due to force majeure, the parties shall arrange their respective work in accordance with the obligations at the time of the occurrence of force majeure in paragraph 17.1 and the provisions of the consequences of force majeure in paragraph 17.2.

4. 6.3 The Contractor's work is suspended

When it happens 4 6.1 Suspension of the Contractor and 4 6.2 In the event of a suspension due to the provisions of force majeure, the Contractor shall immediately cease the implementation of the work on site. According to the contract, it is responsible for the care and protection of the project, engineering materials and contractor documents during the suspension period. If the contractor fails to fulfill its duty of care and protection, causing damage, loss, etc., which increases the costs of the contractor, and/or the completion date is delayed, the contractor shall be responsible.

4.6.4 Contractor's requirements for resumption of work

In the event of a suspension in accordance with the Notice of the Contractor, the Contractor shall have the right to issue a notice to the Contractor requesting the resumption of work after 45 days of suspension. When it is not possible to resume work, the Contractor has the right to proceed in accordance with 13.2 Paragraph 5 stipulates that part of the project will be reduced by way of change, and some projects affected by the suspension will be reduced.

The Contractor shall be entitled to act in accordance with 18 Paragraph 2 The contractor shall terminate the contract and give notice of rescission.

4.6.5 The return of the contractor to work

After the contractor issues the notice of resumption of work, it has the right to organize the contractor to inspect the projects and engineering materials affected by the suspension, and the contractor shall notify the contractor of the inspection results and the content and estimates that need to be restored or repaired, and after confirmation by the contractor, the recovery and repair price incurred shall be borne by the contractor. If the critical path of the project is delayed due to restoration or repair, the completion date shall be extended accordingly.

4.6.6 Suspension due to contractor reasons

The Contractor shall be responsible for the loss, damage and delay in the date of completion of part of the work or the suspension of the project caused by the Contractor.

4.6.7 Payment in the event of suspension of the Works

When the resumption of work suspended due to the contractor's reasons does not affect the implementation of the entire project, the parties shall, in accordance with the agreement in paragraph 2.1.5, agree that the reasonable expenses added to the contractor due to the suspension shall be included in the payment application for the current period, and the contractor shall review and pay them.

When the resumption of work suspended due to the contractor's reasons affects the implementation of part of the project, and the contractor requests to reduce part of the project in accordance with paragraph 4.6.4 and is approved by the contractor, the contractor shall reduce the amount from the contract price, and the two parties shall also agree on the reasonable expenses increased by the contractor due to the suspension in accordance with the agreement in paragraph 2.1.5, and the contractor shall include its increase or decrease in the current payment application and be reviewed and paid by the contractor.

If the contract cannot be performed due to the suspension of the contractor's reasons, and the contractor gives notice of rescission in accordance with the provisions of paragraph 2 of paragraph 4.6.4, the parties shall settle and pay the contract in accordance with the relevant agreement of the contractor to terminate the contract in accordance with paragraph 18.2.

**Article 5** **Technology and Design**

**5.1 Production process technology, architectural design schemes**

5.1.1 Process technology and/or architectural design schemes provided by the Contractor

When the contractor is responsible for providing production process technology (including patented technology, know-how, process package) and/or architectural design scheme (including overall layout, functional partitioning, architectural modeling and main structure, etc.), it shall be responsible for the process flow, process technical data, process conditions, software, analysis manual, operation guide, equipment manufacturing instruction book and other information requirements provided, and/or the overall layout, functional partitioning, architectural modeling and its structural design.

The Contractor shall be responsible for the test run assessment guarantee value and/or the description of the functional guarantee agreed in the special clause. The description of the guarantee value of the trial operation assessment and/or the use of the function guarantee shall be used as the evaluation basis for the trial operation assessment of the contractor in accordance with paragraph 10.3.3.

5.1.2 Process technology and/or architectural design schemes provided by the Contractor

When the contractor is responsible for providing the production process technology (including patented technology, know-how, process package) and/or architectural design scheme (including the overall layout, functional partitioning, architectural modeling and main structure, or the architectural design scheme provided by the third-party design unit entrusted by the contractor), it shall provide the process flow, process technical data, process conditions, software, analysis manual, operation instruction book, equipment manufacturing guide and other contractor documents, the requirements of the contractor, and /or) the overall layout, functional partitioning, The architectural modeling and main structure, etc., or the architectural design scheme provided by the third-party design unit are responsible.

The Contractor is obliged to guide, review and confirm the design of the production process and/or the architectural design carried out by the Contractor on the basis of the above information provided by the Contractor. The guarantee values of the trial operation assessment of the project and/or the use of the function guarantee description and the assessment responsibilities that both parties should bear are stipulated in the special clauses and serve as the evaluation basis for the contract issuer's trial operation assessment and assessment responsibility in accordance with paragraph 10.3.3.

**5.2 Design**

5.2.1 Obligations of the Contractor

(1) Provide basic information of the project. The contract issuer shall provide the contractor with the basic information of the project required for design in accordance with the contract, law or industry regulations, and be responsible for its authenticity, accuracy, completeness and timeliness. If the basic information of the above-mentioned project is untrue, inaccurate or incomplete, the contractor is obliged to provide the contractor with further supplementary information at the agreed time. The category, content, number of copies and time of providing the basic information of the project are agreed in the special terms. Among them, the reference coordinate data of the project site (including the reference control point, the reference control level and the reference coordinate control line), the contractor shall have the obligation to cooperate with the contractor's actual measurement and re-inspection at the scene according to the agreed time. If the contractor corrects errors in the coordinate data, resulting in increased costs and/or delays in the construction period, the contractor shall be responsible for the increase in its related costs and the completion date shall be reasonably extended.

If the basic information of the project provided by the contractor includes the technology or process package provided by the patentee, or the architectural styling provided by the third-party design unit, etc., the contractor shall organize the exchange, coordination and handover of data, conditions and information between the patentee or the third-party design unit and the contractor.

If the contractor fails to provide the basic information of the project and its supplementary information according to the agreed time, or the information provided is untrue, inaccurate, incomplete, or the contractor's plan is changed, resulting in the contractor's design being stopped, reworked or modified, the contractor shall compensate the contractor for its losses according to the additional design workload. If the critical path of the project is delayed, the completion date shall be postponed accordingly.

(2) Provide on-site obstacle information. Unless otherwise agreed in the special clauses, the contract issuer shall, in accordance with the contract and the provisions of applicable law, provide information on existing buildings, structures and other on-site obstacles on the ground and underground related to the design and construction before the start of the design, and be responsible for their authenticity, accuracy, completeness and timeliness. If the contractor's design is stopped, reworked or modified due to untrue, inaccurate, incomplete or untimely information provided, the contractor shall compensate the contractor for its losses according to the additional design workload of the contractor. If the critical path of the project is delayed, the completion date shall be postponed accordingly. The type, content, number of copies and timing of the project obstacle information to be provided are agreed in the exclusive terms.

(3) If the contractor is unable to verify the data, conditions and information in the basic information of the project provided by the contractor, the contractor is obliged to give further confirmation.

5.2.2 Obligations of the Contractor

(1) The contractor and the contractor (and its patenteer and third-party design unit) shall hand over the contractor in writing according to 5 2.1(1) provides basic information on the project in relation to the design, subparagraph (2). ) item provides information on site barriers related to the design. The Contractor shall make further requests to the Contractor within 15 days of receipt of the above-mentioned information provided by the Contractor for any deficiencies, omissions, errors or doubts in such information. The contractor shall bear the losses arising from the contractor's failure to make a request within the above time, and if the critical path of the project is delayed as a result, the completion date shall not be postponed. Among them, for the reference coordinate data of the project site (including the reference control point, the reference control level and the reference coordinate control line), the contractor is obliged to agree on the time of the actual measurement and retest and correct its errors (if any), and the contractor shall bear the increase in costs and the delay of the key route due to the contractor's delay in this work.

(2) The contractor is obliged to carry out the engineering design in accordance with the design depth stipulated in the project basic information, on-site obstacle data and the relevant state departments and industry engineering construction standards and specifications provided by the contractor, and is responsible for the process technology and /or) building function of the design, as well as the safety, environmental protection and occupational health standards of the project, the quality of equipment and materials, the quality of the project and the completion time. The contractor shall bear the increase in costs caused by the contractor's design and the delay in the completion date.

5. 2.3 Comply with standards and norms

(1) The standards and specifications agreed upon in paragraph 1.5 shall apply to the contract issuer's acceptance of individual projects and/or the acceptance of the entire project.

(2) When the State promulgates new standards or norms during the implementation of the contract, the contractor shall submit a proposal on the new standard or specification to the contractor. For the mandatory standards and norms, the contractor shall strictly abide by them, and the contract issuer shall treat them as changes; for non-mandatory standards and norms, the contract issuer may decide whether to adopt them or not to adopt them, and when it decides to adopt them, it shall be treated as a change.

(3) The design drawings and technical conditions in the design documents completed in accordance with the applicable laws and standards and specifications agreed in the contract are the basis for the quality of procurement of engineering materials, the quality of construction and the quality of completion tests.

5. 2. 4 Operation workshop manual

Where the contractor guides the post-completion test and the trial operation assessment test and prepares the operation and maintenance manual, the contractor shall order its patenter or other contractors of the contract issuer to provide the contractor with its operation guide and analysis manual in accordance with the provisions of the second paragraph of paragraph (1) of paragraph 5.2.1, and shall be responsible for the authenticity, accuracy, completeness and timeliness of its information, unless otherwise agreed in the special terms. The number of copies and submission periods of the operation and maintenance manual submitted by the contractor to the contractor shall be stipulated in the special clauses.

5.2.5 Number of copies and submission times of design documents

The number and timing of submissions of design documents, materials and drawings at the relevant design stages are agreed upon in the Special Terms.

5.3.6 Repair of design defects at your own expense and catch up at your own expense

If there are omissions, errors, defects or deficiencies in the design documents due to the contractor's reasons, the contractor shall repair, make up, correct and improve at its own expense. When there is a delay in the design schedule, measures should be taken to catch up at your own expense.

**5.** **3 Design phase review**

5. 3.1 The organization and timing of the design phase and design phase review meeting of the project shall be agreed upon in the special terms. The contractor is responsible for organizing the review meeting at the design stage, and bears the cost of the meeting and the cost of the contractor's superior unit and the relevant government departments participating in the review meeting.

5. 3.2 The contractor shall, in accordance with the provisions of paragraph 5.3.1, submit to the contractor the design documents of the relevant design review stage, and the design documents shall comply with the in-depth provisions of the relevant state departments and industry engineering construction standards and specifications on the design documents, drawings and materials of the relevant design stage. The Contractor is obliged to attend the design review meeting organized by the Contractor at its own expense, to introduce, answer and explain its design documents to the reviewer, and to provide additional information to be provided during the review process at its own expense.

5. 3.3 The Contractor is obliged to provide the Contractor with the approval documents and minutes of the Design Review Conference. The contractor is obliged to modify, supplement and improve the relevant design in accordance with the documents and minutes approved at the relevant design review stage, and in accordance with the contract and relevant design regulations.

5. 3.4 Due to the Contractor's reasons, the Contractor fails to submit the complete design documents, drawings and materials of the relevant design review stage to the Contractor at the time specified in Paragraph 5.2.5, resulting in the inability or failure of the relevant design review stage meeting to be carried out or as scheduled, resulting in delays in the completion date, loss of nest workers, and increased organizational meeting costs of the Contractor, which shall be borne by the Contractor.

5.3.5 The Contractor has the right to be in 5 3.1 Any proposal, pre-examination and confirmation of the design documents, drawings and materials of the relevant design stage before the design review stages agreed upon in paragraph 3.1 shall not alleviate or exempt the contractor from its contractual responsibilities and obligations.

**5.4 Training of operation and maintenance personnel**

If the contractor entrusts the contractor to train the operation and maintenance personnel of the contractor, it shall sign a training entrustment contract separately as an annex to this contract.

**5.5 Intellectual Property Rights**

The parties may enter into an intellectual property and confidentiality agreement as part of this contract with respect to the technical patents, architectural design schemes, know-how, design document copyrights and other intellectual property rights of one party to the contract or both parties to the contract (including one or both parties' related patentors, third-party design units or designers).

**Article 6** **Engineering materials**

**6.1 Provision of engineering materials**

6.1.1 Engineering materials provided by the Contractor

(1) The contractor shall be responsible for organizing the procurement of engineering materials (including spare parts, special tools and technical documents submitted by manufacturers) in accordance with the technical parameters, technical conditions, performance requirements, use requirements and quantity specified in the design documents specified in paragraph 5.2.3 (3), responsible for arriving at the site, and responsible for its needs, quality inspection results and performance.

The types and quantities of engineering materials to be provided by the contractor are listed in the special clauses.

(2) If the engineering materials (including building components, etc.) procured by the contractor do not meet the provisions of the national mandatory standards and norms, there are quality defects, delays in arriving at the site, causing nest work, suspension of work, or causing delays in the critical path to the contractor, it shall be implemented in accordance with the provisions of article 13 changes and contract price adjustments.

In the process of performing the contract, due to the newly promulgated mandatory standards and norms of the state, the engineering materials (including building components, etc.) provided by the contractor do not meet the newly promulgated mandatory standards, the contractor shall repair or re-order at the expense of the contract issuer. If the contractor is entrusted with repairs, it will be treated as a change.

(3) When the contractor invites the contractor to participate in overseas procurement work, the expenses incurred shall be borne by the contractor.

6.1.2 Engineering materials provided by the Contractor

(1) The contractor shall be responsible for organizing the procurement of engineering materials (including spare parts, special tools and technical documents provided by the manufacturer) in accordance with the technical parameters, technical conditions, performance requirements, use requirements and quantity specified in the design documents specified in paragraph 5.2.3 (3), be responsible for the arrival of the site, and be responsible for its needs, quality inspection results and performance.

The types and quantities of the engineering materials to be provided by the contractor are listed in the special clauses.

(2) The quality defects caused by the engineering materials (including building components, etc.) provided by the contractor do not meet the provisions of the national mandatory standards or norms or the standards and specifications agreed in the contract shall be repaired by the contractor at its own expense, and the completion date shall not be extended.

In the process of performing the contract, due to the newly promulgated mandatory standards and norms of the state, the engineering materials (including building components, etc.) provided by the contractor, although they meet the standards agreed in the contract, but do not meet the newly promulgated mandatory standards, the contractor is responsible for repairing or re-ordering the goods, and treats them as changes.

(3) Productive materials for post-completion tests provided by the contractor, with categories and/or lists listed in the special clauses.

6.1.3 The Contractor's Selection of Suppliers

The contractor shall select the supplier or manufacturer of the relevant engineering materials through competitive means such as bidding. For engineering construction projects that must be tendered according to law, bidding shall be carried out in accordance with the relevant provisions of the State.

The Contractor may not designate suppliers and manufacturing plants in the design documents or by word of mouth, except for the sole manufacturer. The Contractor shall not designate suppliers and manufacturing plants in any way.

6.1.4 Ownership of Engineering Materials

The contractor's delivery of the engineering materials provided pursuant to paragraph 6.1.2 shall be transferred to the contract issuer at the place of delivery at the place of delivery at the site and payment of the procurement progress payment. Before the contractor receives the project, the contractor is obliged to keep, maintain and maintain the project materials, and shall not be transported out of the site without the approval of the contractor.

**6.2 Inspection**

6.2.1 Factory inspection and reporting

(1) The contractor shall comply with the relevant laws and regulations and shall be responsible for the mandatory inspection, inspection, monitoring and testing of the permanent engineering equipment, materials, components and spare parts agreed in paragraph 6.1.2, as well as the test materials after completion, and shall provide the relevant report to the contractor. The content of the report, the reporting period and the number of submissions are agreed in the special terms.

(2) When the contractor invites the contractor to participate in the inspection, it shall notify the contractor in writing of the content, place and time of the inspection before carrying out the inspection, inspection, monitoring and testing of the relevant processing and manufacturing stage. Within 5 days of receiving the invitation, the Contractor shall notify the Contractor in writing whether to participate in the inspection or not to participate in the inspection.

(3) The contractor shall bear the wages, subsidies, travel expenses and accommodation expenses of its participants during the inspection period, and the contractor shall be responsible for handling the permit to enter the relevant manufacturer and providing convenience.

(4) If the contractor entrusts a qualified and experienced third party to participate in the inspection at the contractor's own expense, it shall notify the contractor in writing within 5 days after receiving the contractor's invitation letter, and indicate the name, name and authority of the entrusted unit and the entrusted personnel.

(5) The participation of the contractor and its client in the inspection does not relieve the contractor of the quality responsibility of the engineering materials it purchases.

6.2.2 Consequences of Covering and Packaging

The Contractor has notified the Contractor in writing to participate in the inspection within the date agreed in Paragraph 6.2.1 and arrived at the designated place in advance or on time according to the agreed date, but when the processed and manufactured engineering materials have been covered, packaged or transported to the place of departure without the on-site inspection of the Contractor, the Contractor shall have the right to order the Contractor to transport them back to the place of origin, remove the covering, pack it, re-inspect or inspect or test or test or restore, and the Contractor shall bear the expenses incurred as a result. If the critical path of the project is delayed, the completion date shall not be extended.

6.2.3 Failure to attend the test on time

If the contractor fails to participate in the inspection according to the time agreed in paragraph 6.2.1, the contractor may organize the inspection, inspection, testing and testing on its own, and the quality inspection results shall be deemed to be true. The Contractor shall have the right thereafter to notify the Contractor by way of a change order to re-inspect, inspect, test and test, or to add test details or change the test site. If the engineering materials pass the quality inspection, the costs incurred shall be borne by the contractor, and if the critical path of the project is delayed, the completion date shall be extended accordingly; when the engineering materials are unqualified through quality inspection, the expenses incurred shall be borne by the contractor, and the completion date shall not be extended.

6.2.4 On-site inventory and inspection

(1) The Contractor shall notify the Contractor 5 days before the arrival of the engineering materials for which it is responsible for providing in accordance with paragraph 6.1.1. The contractor (or including the supplier who provides the contractor with the engineering materials) and the contractor (or including its subcontractors) count the number of boxes and carry out visual inspections according to the bill of lading for each shipment, and count the quantity in the boxes, factory certificates, drawings, documents, etc. according to the packing list, and conduct visual inspections. After inspection and counting, the personnel of both sides signed the handover list.

After on-site inspection and inventory, it is found that there is a shortage of boxes, and there is a shortage of material quantity, drawings and materials in the boxes, or there are appearance defects, the contractor shall be responsible for completing or repairing at his own expense, and the engineering materials shall not be used for the project until the defects have not been repaired. When the contractor entrusts the contractor to repair the defect, a separate additional contract is signed. If the critical path of the project is delayed due to the above circumstances, the completion date shall be postponed accordingly.

(2) The Contractor shall notify the Contractor 5 days before the arrival of the engineering materials for which it is responsible for providing in accordance with paragraph 6.1.2 arrive at the site. The contractor (or including the supplier, or subcontractor who provides the contractor with the engineering materials) and the contractor (including the representative, or its supervisor) count the number of boxes and carry out visual inspection according to the bill of lading of each shipment, and count the quantity in the box, the appearance certificate, the drawings, documents, etc. according to the packing list, and carry out the appearance inspection. After inspection and counting, the personnel of both sides sign the unpacking inspection certificate.

If the shortage of boxes is found through on-site inspection and inventory, the quantity, drawings and materials in the boxes are in short supply, or there are defects in appearance, the contractor shall be responsible for completing or repairing them at its own expense, and the engineering materials shall not be used for the project until the defects have not been repaired. The resulting increase in costs and delays in the completion date were the responsibility of the contractor.

6.2.5 Participation of quality supervision departments and fire protection, environmental protection and other departments

The contractor and the contractor shall accept the on-site inspection of the manufacturing, installation and test process by the quality supervision department, the fire department, the environmental protection department, the industry and other professional inspectors at any time, and the cost shall be borne by the contractor. The contractor facilitates this. If the critical path of the project is delayed, the completion date shall be postponed accordingly.

The relevant costs increased by the modifications, replacements and other opinions put forward by the above-mentioned departments in the inspection shall be borne by the responsible party for providing the engineering materials agreed in paragraph 6.1.1 or 6.1.2; therefore, if the critical path of the project is delayed, the completion date shall not be extended when the responsible party is the contractor; and if the responsible party is the contractor, the completion date shall be extended accordingly.

**6.3 Procurement, customs declaration, customs clearance and commodity inspection of imported engineering materials**

6.3.1 The party responsible for the import and procurement of engineering materials, and the method of procurement, shall be agreed in the special clause. The party responsible for the procurement is responsible for customs clearance, customs clearance and commodity inspection, and the other party is obliged to assist.

6.3.2 If the contractor is responsible for import procurement due to the delay in the declaration, clearance and commodity inspection of the project materials, the contractor is responsible for the import procurement, the completion date shall not be extended, and the increased cost shall be borne by the contractor; if the contractor is responsible for the import procurement, the completion date shall be extended accordingly, and the contractor shall bear the increased costs therefrom.

**6.4 Transport and transport of over-limit materials**

The contractor is responsible for the transportation of over-limit engineering materials (overweight, ultra-long, ultra-wide, ultra-high) procured by the contractor, and the transportation costs of the over-limit materials and the special measures, demolition, compensation and other expenses during transportation are included in the contract price. The increase in costs during transport is borne by the contractor. In the event of a delay in the critical path of the project, the completion date shall not be extended. Unless otherwise agreed in the Exclusive Terms.

**6.5 Reordering and Consequences**

6.5.1 In accordance with the provisions of paragraphs 6.1.1 and 6.3.1, if there are defects in the engineering materials provided by the contractor, and they are still unqualified after the contractor organizes repairs, the contractor shall be responsible for re-ordering and transporting them to the site. Therefore, if the contractor stops work or nests work, the contractor shall bear the actual costs incurred; if the critical path is delayed, the completion date shall be postponed accordingly.

6.5.2 In accordance with the provisions of paragraphs 6.1.2 and 6.3.1, if the permanent engineering equipment, materials and components provided by the contractor are defective and are still unqualified after the contractor repairs them, the contractor shall be responsible for re-ordering and transporting them to the site. The resulting increase in costs and delays in the completion date were the responsibility of the contractor.

**6.6 Custody and surplus of engineering materials**

6.6.1 Custody of engineering materials

In accordance with the provision of engineering materials provided by the contractor in paragraph 6.1.1 and the engineering materials provided by the contractor in paragraph 6.1.2 and entrusted to the contractor for safekeeping, the type and quantity of the engineering materials shall be stipulated in the special clause.

The contractor shall keep, maintain and maintain the engineering materials in accordance with the relevant provisions of the instructions to prevent deformation, deterioration, pollution and personal injury. The time for the contractor to submit the custody and maintenance plan is stipulated in the special clause, and the custody and maintenance plan shall include: the classification and storage of engineering materials, maintenance, security, and the system of use, as well as the planning of warehouses, special storage warehouses, yards, roads, lighting, fire protection, facilities, appliances, etc. All costs for safekeeping are included in the contract price. The warehouses, yards, facilities and equipment provided by the contractor shall be agreed upon in the special terms.

6.6.2 Transfer of remaining engineering materials

The engineering materials in the custody of the contractor (including the engineering materials that the contractor is responsible for procuring and providing and receiving the procurement progress payment, and the engineering materials entrusted by the contractor for safekeeping), after the completion of the completion test, the remaining part shall be handed over by the contractor to the contractor free of charge, unless otherwise agreed in the special terms.

**Article 7** **Construction**

**7.1 Obligations of the Contractor**

7.1.1 Datum Coordinate Data

The contractor is obliged to assist the contractor in matters where it is necessary to contact the relevant units due to the release of the line.

7.1.2 Review the overall construction organization design

The contractor has the right to act on the contractor in accordance with 7 2. Paragraph 2 stipulates that the overall construction organization design submitted shall be reviewed and suggestions and requirements shall be made within 20 days after receiving the overall construction organization design. The advice and requirements of the Contractor shall not reduce or relieve the Contractor of any contractual liability. If the contractor fails to make any suggestions and demands within 20 days, the contractor has the right to implement the overall construction organization design submitted.

7.1.3 Entry Conditions and Entry Date

Unless otherwise agreed in the special clause, the contractor shall, in accordance with the approved preliminary design and the temporary land occupation information submitted by the contractor in paragraph 7.2.3, agree with the contractor on the conditions for entering the site and determine the date of entry. The contractor shall provide the construction site, complete the entry road, land permit, demolition and compensation, etc., to ensure that the contractor can enter the site on time to start the preparatory work. Entry conditions and entry dates are agreed upon in the exclusive terms.

Due to the contractor's reasons, the contractor's entry time is delayed, and the completion date is postponed accordingly. The Contractor bears the contractor's related nest labor costs incurred as a result.

7.1.4 Provide temporary water, electricity, etc. and node laying

Unless otherwise agreed in the special clause, the contractor shall, in accordance with the provisions of paragraph 7.2.4, connect the temporary water and electricity consumption of the construction to the agreed node location before the contractor enters the site, and ensure its needs. The above-mentioned types of water, electricity, etc. temporarily used, and the unit price of the fee are stipulated in the special clause, and the contractor charges according to the actual measurement results. The water, electricity, etc. that the contractor cannot provide are stipulated in the special clause, and the relevant expenses shall be included in the quotation by the contractor and bear the relevant responsibilities.

The contractor failed to complete the laying of the node according to the agreed category and time, which delayed the start of construction and the completion date was extended accordingly. If water, electricity, etc. are not provided according to the agreed quality, quantity and time, and the losses caused to the contractor are borne by the contractor, resulting in the delay of the critical path of the project, the completion date shall be postponed accordingly.

7.1.5 Handle approval procedures such as commencement of construction

Before the commencement date, the contractor shall complete the commencement approval or construction permit, project quality supervision procedures and other required permits, certificates and approvals required by the contractor.

7.1.6 Approval by the contractor during the construction process

During the construction process, the Contractor shall, in accordance with the provisions of Paragraph 7.2.6, notify the various approval procedures to be handled by the Contractor, and the Contractor shall apply for it.

The contractor shall bear the loss of nest workers caused to the contractor due to the failure of the contractor to complete the above approval procedures on time. If the critical path of the project is delayed, the completion date shall be extended accordingly.

7.1.7 Provide information on construction obstacles

The Contractor shall provide the coordinate locations of buildings, structures and other facilities underground and above ground in connection with the construction site in accordance with the content and time agreed in the contract. The contractor is based on 5 2.1(1), (2). ) item of the agreement that has been provided may no longer be provided. The contractor may submit an application for modification in accordance with the provision of the construction modification in paragraph 13.2.3 for the obstacle information provided by the contractor after the agreed time of the contract, and the contractor shall approve the contractor's reasonable request. If the contractor fails to provide the above-mentioned construction obstacle information or the information provided is untrue, inaccurate or incomplete, causing loss or damage to the contractor, the contractor shall bear the liability for compensation. If the critical path of the project is delayed, the completion date shall be postponed accordingly.

7.1.8 Newly discovered construction obstacles by the Contractor

In accordance with the notice issued by the contractor in accordance with the provisions of paragraph 7.2.8, the contractor shall contact, coordinate and deal with the protection of buildings, structures, cultural relics, ancient trees, famous trees, underground pipelines, cables, facilities, and underground cultural relics, fossils and tombs around and near the construction site, and bear the relevant costs.

For newly discovered construction obstacles, the Contractor may submit an application for modification in accordance with the provisions of Subparagraph (3) of the Scope of Construction Changes in Paragraph 13.2.3, and the Contractor shall approve the Contractor's reasonable request to the Contractor. If the construction obstacle causes the critical path of the project to be delayed, the completion date shall be postponed accordingly.

7.1.9 Confirmation of occupational health, safety and environmental protection management plans

The Contract Issuer shall confirm the "Occupational Health, Safety and Environmental Protection" management plan submitted by the Contractor in accordance with paragraph 7.8 within 20 days. The contract issuer has the right to inspect its implementation and make suggestions for rectification of the problems found in the inspection, and the contractor shall make rectification at its own expense in accordance with the reasonable suggestions of the contractor.

7.1.10 Other Obligations

The Contractor shall perform the other obligations agreed upon in the Special Clause to be performed by the Contractor.

**7.2 Obligations of the Contractor**

7.2.1 Discharge.

The contractor is responsible for the release of the line for the project, the individual project, the construction site, and the accuracy of the line release.

7.2.2 Design of construction organization.

The contractor shall submit the overall construction organization design to the contractor 15 days before the commencement of construction or at such other time as agreed by the parties. As the construction progresses, the construction organization design of the main individual projects and the main sub-projects is submitted to the contractor. The contractor shall revise and improve the reasonable suggestions and requirements made by the contractor at its own expense.

The number and time of submission of the overall construction organization design, as well as the name, number and time of the main single project and the main sub-project of the construction organization design that need to be submitted, shall be agreed in the special clause.

7.2.3 Submit information on temporary occupation

The Contractor shall submit the following temporary occupation information to the Contractor at the time specified in the Special Clause:

(1) A description of the coordinate location, area, occupation time and use of the warehouse, yard and road land required for the custody of the engineering materials in accordance with paragraph 6.6.1, and a separate description of the coordinate location, area, occupation time and use of the land that needs to be leased by the contractor must be listed;

(2) The coordinate location, area, occupation time and use of the construction land shall be described separately, and the coordinate location, area, occupation time and use of the leased land of the contractor shall be separately listed;

(3) The coordinate location of the entrance to the road entering the construction site, and the road direction, length, road width, grade, bridge and culvert bearing, turning radius and time requirements of the road connecting the urban and rural public roads must be indicated.

If the Entry Date agreed in Paragraph 7.1.3 is delayed as a result of the Contractor's failure to submit the above information on time, the Contractor shall be responsible for the resulting increase in costs and/or delays in the completion date.

7.2.4 Temporary use of water, electricity, etc

The contractor shall, before 30 days before the date of commencement of construction or at other times agreed upon by the parties, submit to the contractor the quality, normal amount, peak consumption, use time and node location and other information required for construction (including the storage of engineering materials) in accordance with the types of temporary water and electricity that the contractor can provide as agreed in these Special Terms. The Contractor shall be responsible for the purchase, installation and maintenance of the measuring instrument at its own expense and shall pay the Contractor the Fee to the Contractor in accordance with the unit price agreed in the special clause in Paragraph 7.1.4, unless otherwise agreed by the parties.

The Contractor shall be responsible for the increase in the Contractor's expenses and delays in the completion date due to the Contractor's failure to submit the above information as agreed in the contract.

7.2.5 Assist the contractor in handling the approval procedures for the start of construction

The contractor shall, 20 days before the commencement of the project, notify the contract issuer to apply to the relevant departments for the approval of the commencement of construction or the construction permit, the project quality supervision procedures and other permits, certificates, approval documents, etc. that must be handled by the contract issuer. The Contractor is obliged to provide assistance when required by the Contractor. When the contract issuer entrusts the contractor to act on behalf of the contractor and is accepted by the contractor, the two parties may sign a separate agreement as an annex to this contract.

7.2.6 Approvals to be notified during the construction process

If the contractor temporarily requests water, power outage, road traffic interruption, blasting operation, or may damage public facilities such as roads, pipelines, electricity, posts and telecommunications, and communications due to the increase of off-site temporary land, the contractor shall notify the contractor 10 days in advance to go through the relevant application and approval procedures. And according to the requirements of the contractor, provide the relevant documents, materials, certificates, etc. that need to be provided by the contractor.

If the contractor fails to notify the contractor before 10 days or fails to provide the contractor's relevant documents, materials and certificates required for the application by the contractor on time, resulting in the contractor's nest work, suspension of work and delay of the completion date, the contractor shall be responsible.

7.2.7 Provide information on construction obstacles

The Contractor shall, as agreed in the Contract, submit to the Contractor the specific extent of the construction site and its coordinate location 20 days before the commencement of construction of each underground or above-ground construction site, and the Contractor shall provide the coordinate location of the relevant underground and underground buildings, structures and other facilities within the above scope (excluding the information on the site obstacles provided by the Contractor in accordance with subparagraphs (1) and (2) of 5.2.1). The on-site obstacle information submitted by the contractor after the agreed time of the contract shall be handled in accordance with the provisions of the construction change in paragraph 13.2.3.

The Contractor has provided the above-mentioned relevant information, and the Contractor shall be responsible for the loss, damage and liability caused by the Contractor's failure to perform its obligations of protection. Therefore, if the critical path of the project is delayed, the contractor shall catch up at its own expense in accordance with the provisions of paragraph 4.1.2.

7.2.8 Newly identified construction obstacles

The contractor shall immediately take protective measures against the buildings, structures, cultural relics buildings, ancient trees, famous trees, as well as underground pipelines, cables, structures, cultural relics, fossils and graves newly discovered around and adjacent to the site during the construction process, and promptly notify the contractor. Newly discovered construction obstacles shall be handled in accordance with the construction modification agreement in paragraph 13.2.3.

7.2.9 Construction Resources

The Contractor shall ensure that its manpower, machinery, equipment, facilities, measures materials, consumable materials, turnover materials and other construction resources meet the needs of the implementation of the project.

7.2.10 Description and Interpretation of the Design File

The contractor shall explain the circle of intent of the design documents to the construction subcontractors and supervisors before the construction starts, explain the design documents, and promptly solve the relevant problems that arise during the construction process.

7.2.11 Protection and maintenance of the project

The Contractor shall be responsible for the care, protection, maintenance and security of the project or the individual project from the date of commencement of construction to the date of receipt by the Contractor of the project or the individual project, and shall ensure that the project or the individual project shall not suffer any loss or damage except force majeure.

7.2.12 Clean up the site

The contractor is responsible for cleaning up the site during the construction process and after completion, sorting and stacking the site, and transporting the residue, waste, garbage, etc. to the place designated by the contractor or the relevant local authorities. The cost of the consumer home is dedicated

This is specified in the Terms and Conditions. The Contractor shall evacuate the machinery, equipment, facilities and temporary works, etc., which are no longer in use, or transport them to the site designated by the Contractor.

7.2.13 Other Obligations

The Contractor shall perform other relevant obligations agreed upon in the Exclusive Clause which shall be performed by the Contractor.

**7.3 Technical methods of construction**

The contractor's construction technology and methods comply with the relevant operating procedures, safety regulations and quality standards.

The Contractor shall confirm or make a recommendation within 5 days of receipt of the method submitted by the Contractor, and any such confirmation and recommendation by the Contractor shall not reduce or relieve the Contractor of its contractual liability.

**7.4 Human and Machine Resources**

7.4.1 The Contractor shall submit to the Contractor a schedule of construction human resources plans in accordance with the format, content, number of copies and submission time agreed upon in the Special Terms. The construction human resources plan shall meet the needs of the construction schedule, and provide the contract issuer with the actual human resources information for entering the site according to the report format, content, number of copies and reporting period agreed upon in the special terms.

If the contractor fails to invest sufficient types of work and manpower according to the construction human resources plan schedule, resulting in the actual construction progress significantly lagging behind the construction schedule, the contractor has the right to notify the contractor of the types and number of jobs listed in the plan list, dispatch personnel to the site within a reasonable time, and catch up with the progress at its own expense. Otherwise, the contract issuer has the right to order the contractor to subcontract the construction of certain individual projects and sub-projects separately, so that the costs incurred and the time of delay shall be borne by the contractor.

7.4.2 The Contractor shall submit to the Contractor a schedule of resource plans for major construction machinery in accordance with the format, content, number of copies and submission time agreed upon in the Special Clauses. The construction machinery resource plan meets the needs of the construction schedule. And according to the report format, content, number of copies and reporting period agreed in the special terms, the contractor is provided with the information on the main construction tools actually entering the site.

If the contractor fails to invest sufficient machinery and tools in accordance with the construction machinery resource plan schedule, resulting in the actual construction progress lagging behind the construction schedule, the contractor has the right to notify the contractor of the number of tools listed in the schedule and dispatch the tools to the site within a reasonable time. Otherwise, the contractor has the right to provide the contractor with the relevant machinery, so the costs incurred and the time of delay shall be borne by the contractor.

**7.5 Quality and Inspection**

7.5.1 Quality and Inspection

(1) The contractor and its subcontractors shall accept the supervision and inspection of safety and quality carried out by the contractor and the supervisor at any time. The contractor shall facilitate such supervision and inspection.

(2) When the contract issuer entrusts a third party to inspect, inspect, test and test the construction quality, it shall notify the contractor in writing. The acceptance result of the third party shall be deemed to be the acceptance result of the contractor.

(3) The contractor shall comply with the relevant provisions of construction quality management, and shall have the responsibility of training, assessment, drawing submission, technical submission, operation procedures, safety procedures and quality standards for its operators, and for eliminating hidden dangers of accidents.

(4) The contractor shall be responsible for preparing construction tests and testing plans for engineering materials (including building components) in accordance with the design documents, construction standards and contract agreements Carry out inspections, inspections, tests and tests, and shall not be used if they are unqualified. If the contractor is also obliged to repair and/or replace the unqualified engineering materials at its own expense, resulting in a delay in the completion date, the contractor shall be responsible; if the engineering materials provided by the contractor are unqualified by the contractor's inspection, inspection, testing and testing, the contractor shall repair and/or replace them at its own expense, so that the critical path is delayed, and the completion date shall be extended accordingly. The contractor's increased costs as a result shall be borne by the contractor.

(5) The contractor's construction shall comply with the quality standards agreed in the contract. The construction quality assessment is based on the quality inspection and evaluation standards agreed in the contract. For construction parts that do not meet quality standards, the contractor shall repair, rework, replace, etc. at his own expense. If the completion date is therefore delayed, the contractor shall be responsible.

7.5.2 Quality inspection site and participating parties. The quality inspection sites are divided into: the parts where the contractor, the supervisor and the contractor participate in the inspection; the parts where the supervisor and the contractor participate in the inspection; and the parts where the third party and/or the contractor participate in the inspection. The parts of the construction quality inspection, the inspection standards and the form format of the acceptance are stipulated in the special clauses.

The contractor shall report to the contractor or the supervisor for the record the parts that have passed the inspection of one of its parties in accordance with the above provisions. The contract issuer and the director of works have the right to conduct spot checks or comprehensive inspections of the parts of the filing at any time.

7.5.3 Notify the Participant of the Inspection. If the contractor passes the inspection, inspection, testing and testing on its own, it shall notify the relevant participating units to participate in the inspection within 24 hours in accordance with the quality inspection site and the participating party agreed in the special provisions of paragraph 7.5.2. If the participating party fails to participate in the inspection on time, the contractor shall send the results of the self-inspection to the contractor and/or the supervisor for signature within 24 hours thereafter, and if the signature is not signed after 24 hours, it shall be deemed that the quality inspection results have been approved by the contractor. Within 3 days thereafter, the Contractor may give notice that the Contractor and/or the Contractor have confirmed the results of the quality inspection.

7.5.4 Right to Quality Inspection. The Contractor and its authorized supervisor or third party shall have the right to conduct quality supervision, inspection, inspection, testing and testing of any construction area, without prejudice to the normal operation of the Contractor. The contractor shall facilitate such quality inspection activities. When quality defects caused by the contractor are found through quality inspection, the contractor has the right to issue instructions for repair, suspension, demolition, rework, re-construction, replacement, etc. The resulting increase in costs shall be borne by the contractor and the date of completion shall not be extended.

7.5.5 Re-conduct the quality check. According to the provisions of Paragraph 7.5.3, the contractor has the right to re-conduct quality inspections under conditions that do not affect the normal construction of the project after quality inspection. When the results of inspection, inspection, testing or test are unqualified, the costs incurred shall be borne by the contractor, and if the critical path of the project is delayed, the completion date shall not be extended; when the results of inspection, inspection, testing or testing are qualified, the increased costs of the contractor shall be borne by the contractor, and if the critical path of the project is delayed, the completion date shall be extended accordingly.

7.5.6 Additional construction costs incurred by the Contractor due to the failure of the Instructions of the Contractor's representative and/or supervisor, or other reasons other than the Contractor shall be borne by the Contractor. The critical path of the project was delayed, and the completion date was postponed accordingly.

**7.6 Concealed works and intermediate acceptance**

7.6.1 Concealed works and intermediate acceptance. The classification, location, quality inspection content, quality inspection standards, quality inspection forms and participating parties of the hidden projects that require quality inspection and intermediate acceptance parts are agreed in the special clauses.

7.6.2 Acceptance Notice and Acceptance. The contractor shall notify the contractor and/or the supervisor in writing of the acceptance of the hidden project or intermediate acceptance site that has passed the self-inspection in writing 48 hours before the acceptance of the hidden project or intermediate acceptance. The notice shall include the content of the concealed and intermediate acceptance, the time and place of acceptance. After the acceptance is qualified, both parties can cover and carry out tight operations after signing the acceptance record, prepare and submit the completion data of the hidden project and the relevant information required by the contractor or supervisor.

If the contractor and/or supervisor do not sign the acceptance record 24 hours after the acceptance is qualified, it shall be deemed that the contract issuer and/or the supervisor have approved the acceptance record, and the contractor may conceal or carry out tight operations. If the acceptance of the contract issuer and/or the supervisor is unqualified, the contractor shall make corrections within the time limit set by the contract issuer and/or the supervisor, and re-notify the contract issuer and/or the supervisor for acceptance.

7.6.3 Failure to attend the acceptance on time. If the contractor and/or the supervisor are unable to participate in the acceptance of the hidden project or the intermediate acceptance site on time, they shall submit an extension request to the contractor in writing within 24 hours of receiving the acceptance notice, and the extension shall not exceed 48 hours. If the contractor fails to extend the acceptance according to the above time, and fails to participate in the acceptance, the contractor may organize the acceptance on its own, and its acceptance record shall be deemed to have been approved by the contractor and the supervisor.

If the delay in the critical path is caused by the postponement of acceptance in response to the requirements of the contractor and/or the supervisor, the completion date shall be postponed accordingly: the contractor shall bear the loss of work stoppage and nest work caused to the contractor.

7.6.4 Retesting. The Contract Issuer and/or the Supervisor shall, at any time, have the right to request a re-inspection of the concealed works that have been accepted and the Contractor shall, as required, dismantle the covering, stripping or opening the holes and re-cover or repair them after the inspection. When the hidden project is re-inspected and unqualified, the resulting costs shall be borne by the contractor and the completion date shall not be extended; when the inspection is qualified, the contractor shall bear the increased costs of the contractor, and the delay of the critical path of the project shall be extended accordingly.

**7.7 Disputes over construction quality results**

7.7.1 When there is a dispute between the two parties over the construction quality result, it shall first be resolved through consultation. If no consensus is reached after consultation, the engineering quality inspection institution with corresponding qualifications agreed by both parties shall be entrusted to conduct the test.

According to the appraisal results of the testing agency, when the responsible party is the contractor, the resulting increase in costs or delays in the completion date shall be borne by the contractor; when the responsible party is the contractor, the resulting increase in costs shall be borne by the contractor, and if the critical path of the project is delayed due to disputes, the completion date shall be extended accordingly.

7.7.2 According to the appraisal results of the testing agency, when both parties to the contract are responsible, negotiate to share the costs incurred according to the responsibility of each party; therefore, if the critical path of the project is delayed, an extension of the completion date is agreed. If the parties are unable to agree on the costs to be shared or the date of completion, the dispute and the decision shall be resolved in accordance with the agreed procedures for disputes and awards in Paragraph 16.3.

**7.8 Occupational health, safety and environmental protection**

7.8.1 Occupational health, safety and environmental protection management

(1) It is the obligation of both parties to comply with the laws and regulations on health, safety and environmental protection.

(2) Occupational health, safety and environmental protection management implementation plan. The contractor shall submit the occupational health, safety and environmental protection management implementation plan to the contractor before the start of construction on site or within other time agreed upon. The cost of managing and implementing the plan is included in the contract price. The Contractor shall make a proposal within 15 days of receipt of the Scheme and acknowledge it. The Contractor shall amend it at its own expense on the advice of the Contractor The number of submissions and submission times of the occupational health, safety and environmental protection management implementation plan shall be stipulated in the special clauses.

(3) In the process of implementing the occupational health, safety and environmental protection management implementation plan of the contractor, if the contractor needs to take special measures outside the plan, it shall be treated as a change in accordance with the provisions of Article 13 and the adjustment of the contract price.

(4) The Contractor shall ensure that all of its employees on site and the employees of its subcontractors are adequately trained and experienced to be competent in occupational health, safety and environmental protection management.

(5) The contractor shall comply with all the legal provisions on occupational health, safety and environmental protection on the site related to the implementation of this project and the use of construction equipment, and shall handle the relevant procedures in accordance with the regulations.

(6) The contractor shall establish occupational health protection conditions, erect safety facilities and take environmental protection measures for the project started on site, etc., to provide conditions for the contractor to apply for the construction permit. The contractor shall be responsible for the delay in the approval of the construction permit due to the contractor's reasons, resulting in increased costs or delays in the critical path of the project.

(7) The contractor shall be equipped with full-time engineers or management personnel who shall be responsible for managing, supervising and guiding the occupational health, safety protection and environmental protection of employees. The Contractor shall be responsible for the conduct of its subcontractors.

(8) The contractor shall at any time accept the supervision and inspection of the occupational health, safety and environmental protection inspectors of the relevant administrative departments, industry institutions, contract issuers and supervisors of the government, and provide convenience for this purpose.

7.8.2 On-site occupational health management

(1) The contractor shall comply with the applicable occupational health laws and contractual provisions (including the provisions on employment, occupational health, safety, welfare, etc.) and be responsible for the occupational health and protection of its personnel in the process of on-site implementation.

(2) The contractor shall comply with the applicable labor laws and regulations, protect the legitimate rights and interests of its employees such as the legal right to leave, and provide its on-site personnel with labor protection supplies, protective equipment, heat protection and cooling supplies, necessary on-site accommodation conditions and safe production facilities.

(3) The contractor shall conduct occupational health knowledge training, hazard and hazard factors, safety operating procedures, and take effective measures to provide protective equipment to prevent personal injury in accordance with relevant regulations.

(4) The contractor shall set up warning signs and instructions in the toxic and harmful operation area. The contractor and its entrusted personnel shall bear the responsibility and expenses for the injuries caused by the contractor and its entrusted personnel entering the operation area without the permission of the contractor and without the relevant protective equipment.

(5) The contractor shall carry out prevention and inspection of toxic and harmful posts, and promptly rectify unqualified protective facilities, appliances, erection, etc., so as to eliminate hidden dangers that endanger occupational health.

(6) The contractor shall take sanitary and epidemic prevention measures, allocate medical personnel and first-aid facilities, maintain the hygiene of the canteen, maintain the environmental hygiene of the place of residence and its surroundings, and maintain the health of the construction personnel.

7.8.3 On-site safety management

(1) The contractor and the supervisor shall conduct safety education for their personnel at the scene, provide necessary personal safety supplies, and be responsible for the safety accidents they cause. The contract issuer and supervisor shall not force the contractor to violate the relevant safety regulations on safe construction, safe operation, completion tests and/or post-completion tests. Personal injury and property damage caused by the contractor, the supervisor and their on-site staff shall be liable for the relevant responsibilities and expenses incurred by the contractor. In the event of a delay in the critical path of the project, the completion date will be postponed.

Personal injury and property damage caused by violations of the relevant safety regulations on safe construction, safe operation, completion test and/or post-completion test due to the contractor's reasons, and the delay of the critical path of the project, shall be borne by the contractor.

(2) Personnel of both parties shall comply with the notice regarding the prohibition of passage, including the prohibition of entry into the workplace and certain areas adjacent to the workplace. Failure to comply with this agreement, resulting in injury, damage and loss, shall be the responsibility of the party who fails to comply with this agreement.

(3) The contractor shall be responsible for the safety work of the site in accordance with the contract, including the site of its subcontractors. Implement closed management of conditional sites. According to the characteristics of the project, the corresponding safety technical measures should be formulated in the construction organization design documents, and the special safety construction organization design should be prepared for the highly professional project part, including measures such as maintaining safety, preventing dangers and preventing fires.

(4) The contractor (including the contractor's subcontractors, suppliers and their transport units) shall take precautionary measures to prevent damage to the roads, bridges, underground facilities, etc. in and out of the site, unless otherwise agreed in the special terms. The Contractor is responsible for damage caused by failure to take precautionary measures as agreed and/or delays in the date of completion.

(5) The contractor shall conduct safety operation training for its construction personnel, hand over the safety operation procedures, take safety protection measures, set up safety warning signs and instructions, conduct safety inspections, and eliminate hidden dangers of accidents.

(6) When working on power equipment, transmission lines, underground pipelines, sealed and anti-seismic workshops, high temperature and high pressure, flammable and explosive areas and lots, and near street traffic arteries, the contractor shall take safety protection measures for the damage that may be caused by the construction site and adjacent buildings, structures and special operating environments. Before the commencement of construction, the contractor shall submit a plan for safety protection measures to the contractor and/or supervisor, which shall be implemented after approval. The approval of the contractor and/or supervisor does not reduce or exempt the contractor from liability.

(7) When the contractor carries out blasting, radioactive, charged, toxic and the use of inflammable, explosive, toxic and corrosive materials (including transportation, storage and storage), it shall notify the contractor and/or supervisor in writing 10 days before construction, and submit the corresponding safety protection measures plan, which shall be implemented after approval. The approval of the contractor and/or supervisor does not reduce or exempt the contractor from liability.

(8) Safety protection inspection. Before the start of the operation, the contractor shall notify the representative and/or supervisor of the contractor to inspect the safety measures submitted by the contractor, as well as the construction of on-site safety facilities, the configuration of safe passages, safety appliances and fire fighting apparatus, and the possible hidden dangers caused by the safety of the surrounding environment, and rectify at its own expense according to the rectification suggestions made by the contractor and/or the supervisor. The inspection and recommendation of the contract issuer and/or supervisor shall not reduce or exempt the contractor from its contractual liability.

7.8.4 On-site environmental protection management

(1) The contractor is responsible for protecting the buildings, structures, cultural relics, ancient trees, famous trees, and underground pipelines, cables, structures, cultural relics, fossils and graves around the site during the construction process of the site. The Contractor is responsible for increased costs such as damages, losses, compensation, etc., and/or delays in the completion date, owing to the Contractor's failure to notify the Contractor and in the absence of further instructions from the Contractor.

(2) The contractor shall take measures and shall be responsible for controlling and/or treating the pollution and hazards to the environment caused by dust, waste gas, wastewater, solid waste and noise at the site. The contractor is responsible for the resulting increase in injuries, compensation, fines, etc., and/or delays in the completion date.

(3) The contractor shall timely or regularly transport the residual and discarded garbage from the construction site to the place designated by the contractor or the relevant local administrative department to prevent pollution of the surrounding environment and the impact on the operation. The contractor shall bear the increased costs of fines, compensation, etc. of the local administrative department due to violation of the above agreement.

7.8.5 Incident Handling

(1) In the event of death or injury to the contractor (including its subcontractors) in the course of on-site operations, the contractor shall immediately take rescue measures and immediately report to the contractor and/or rescue unit, and the contractor shall be obliged to provide the necessary conditions for such rescue. The contractor shall maintain the site and take corresponding measures to prevent the spread of accidents.

(2) For major casualties, major property, environmental damage and other safety accidents, the contractor shall immediately report to the relevant departments in accordance with relevant regulations, and immediately notify the representative and supervisor of the contractor. At the same time, it will be handled according to the requirements of the relevant government departments.

(3) When the parties to the contract dispute the liability for the accident, it shall be resolved in accordance with the agreed procedures for the dispute and the award in paragraph 16.3.

(4) If the construction project causes personal and property damage during the reasonable use period or equipment guarantee period due to the contractor's reasons, the contractor shall bear the liability for damages.

(5) If an employee's food poisoning and occupational health incident occur due to the contractor' reasons, the contractor shall bear the relevant responsibilities.

**Article 8** **Completion test**

This contract project contains a completion test, in accordance with the provisions of this article.

**8.1 Obligations of completion tests**

8.1.1 Obligations of the Contractor

(1) The contractor shall complete the construction work of the corresponding single project and/or project (excluding: the construction parts that must be reserved for the completion test and the post-completion test, the defect repair and sporadic sweeping project that does not affect the completion test) before the completion test of the single project and/or project begins), and before the completion test begins, the inspection, inspection, testing and testing of the construction work parts shall be completed according to the contract.

(2) The contractor shall, before the commencement of the completion test, submit the relevant quality inspection data and its completion data to the contractor in accordance with the provisions of the hidden project and the intermediate acceptance site of paragraph 7.6.

(3) In accordance with the agreement on post-completion tests in Article 10, if the contractor guides the contractor to conduct post-completion tests, the contractor shall complete the training of the operation and maintenance personnel agreed in paragraph 5.4 and submit 5. before the completion test 2. 4 agreed operation and maintenance manuals.

(4) The contractor shall submit the completion test plan to the contractor 20 days before the completion test conditions are met. The contractor shall make suggestions and opinions on the plan within 10 days, and the contractor shall amend the completion test plan at its own expense on the basis of reasonable suggestions and opinions made by the contractor. After the completion test plan is confirmed by the contractor, it is attached to the contract and implemented by the contractor. Confirmation by the Contractor does not reduce or exempt the Contractor from its contractual liability. The as-built test plan should include the following:

1) The basis and principle of the completion test plan;

2) Organizational structure and division of responsibilities;

3) The test procedures and test conditions of the completion test of a single project;

4) Test procedures and test conditions for single-piece, monomer and linkage tests;

5) The type, performance standard, test and acceptance format of the equipment, materials and components of the completion test;

6) Quality and dosage requirements for water, electricity, power and other conditions;

7) Safety procedures, safety measures and protective facilities;

8) Schedule plan, measure plan, manpower and machinery plan arrangement of the completion test;

9) Other.

The number of copies and the time of submission of the as-built test plan shall be agreed in the special clause.

(5) The Contractor's completion test shall include the completion test of the engineering materials provided by the Contractor as agreed in accordance with Paragraph 6.1.2 and the completion test of the Works materials entrusted to the Contractor by the Contractor pursuant to Paragraph 8.1.2(3).

(6) The Contractor shall complete the completion test in accordance with the test conditions, test procedures, and standards, specifications and data agreed in paragraph 5.2.3 (3).

8.1.2 Obligations of the Contractor

(1) The contract issuer shall provide electricity, water, power and consumable materials provided by the contractor in accordance with the completion test plan confirmed by the contractor. The electricity, water, power and related consumable materials provided must meet the quality, dosage and time requirements of the completion test.

(2) When the consumable materials and spare parts for the completion test that the contract stipulates should be provided by the contractor are exhausted or insufficient, the contract issuer is obliged to provide the relevant consumable materials and spare parts required for the completion test in its inventory. Among them: if the damage is caused by the contractor or the contractor provides insufficient, the contractor has the right to deduct the corresponding amount from the contract price; due to reasonable wear and tear or the contractor's reasons, the contractor shall provide it free of charge.

(3) The contractor entrusts the contractor with respect to the contractor in accordance with 6.1 Paragraph 1 stipulates that the service fee for the completion test of the engineering materials provided by the contractor is included in the contract price. If the contractor entrusts the contractor to conduct the completion test in the course of the implementation of the contract, it shall be treated as a change in accordance with the provisions of article 13 changes and the adjustment of the contract price.

(4) The contractor shall, in accordance with the test conditions and test procedures provided by the contractor, conduct a completion test on the engineering materials entrusted by the contractor to the contractor in accordance with subparagraph (3) of this paragraph, and the test results shall comply with the standards, norms and data agreed in subparagraph (3) of paragraph 5.2.3, and the contractor shall be responsible for the test results of this part.

8.1.3 Lead agency for completion testing. The Lead Agency for Completion Testing is responsible for the leadership, organization and coordination of completion tests. The contractor provides the manpower, machinery and tools required for the completion of the test and is responsible for completing the test. The contractor is responsible for organizing, coordinating and providing the relevant conditions agreed in the completion test plan and the acceptance of the completion test.

**8.2 Inspection and acceptance of completion tests**

8.2.1 The Contractor shall inspect and accept the works in accordance with the standards, specifications, data agreed in subparagraph (3) of Paragraph 5.2.3 and sub-item 5) of the Completion Test Scheme of Paragraph 8.1.1(4).

8.2.2 The Contractor shall, before the commencement of the completion test, inspect and implement the test conditions provided by the parties in accordance with the provisions of Paragraph 8.1.1, and if the conditions are met, the personnel of both parties shall sign and confirm. The contractor shall be responsible for the loss of nest workers caused to the contractor due to the delay in the completion test conditions provided by the contractor. If the progress of the completion test is delayed, the completion date shall be postponed accordingly; if the completion test conditions are not implemented on time due to the contractor's reasons, so that the completion test progress is delayed, the contractor shall catch up at its own expense in accordance with the agreement in paragraph 4.1.2.

8.2.3 The Contractor shall give notice to the Contractor and/or Supervisor 36 hours before the commencement of a completion test, which shall include the project, content, location and time of acceptance of the test. The contract issuer and/or supervisor shall reply in writing within 24 hours of receiving the notice, and after the test is qualified, both parties shall sign the test record and acceptance form.

The contractor and/or supervisor do not sign the test record and the acceptance form 24 hours after the acceptance is qualified, and the contractor and/or the supervisor have approved the acceptance and the contractor may carry out concealed and/or tight operations.

If the acceptance is unqualified, the contractor shall make corrections within the time specified by the contract issuer and/or the supervisor, and notify the contractor and/or the supervisor to re-accept the acceptance.

8.2.4 If the contractor and/or supervisor are unable to participate in the test and acceptance on time, they shall submit a request for extension to the contractor in writing within 24 hours of receiving the notice, and the extension shall not exceed 24 hours. If the postponement of the test is not submitted according to the above time, and the test and acceptance are not participated in, the contractor may organize the test according to the content of the test items notified, and the test results shall be deemed to be approved by the contractor and/or the supervisor.

8.2.5 The contractor shall have the right to order a re-test, regardless of whether the contractor and/or the supervisor participate in the completion test and acceptance. If the re-test is unqualified due to the contractor's reasons, the contractor shall bear the resulting increase in costs, resulting in a delay in the progress of the completion test, the completion date shall not be extended; if the re-test is qualified, the contractor's increased costs, and/or the extension of the completion date, shall be treated as a change in accordance with the agreement on the change of Article 13 and the adjustment of the contract price.

8.2.6 Agreed on the date of acceptance of the completion test

(1) The date and time of acceptance of a certain completion test: according to the date and time of the completion test, it is used as the date and time of acceptance of the completion test;

(2) The acceptance date and time of the completion test of a single project: according to the date and time of the passage of the last completion test, it shall be the date and time of acceptance of the completion test of the single project;

(3) The date and time of the completion test of the project. The date and time of the completion test of the last individual project shall be used as the date and time of acceptance of the completion test of the entire project.

**8.3 Safety and inspection of as-built tests**

8.3.1 The Contractor shall press 7 8 occupational health, safety and environmental protection agreements, and combined with the characteristics of the completion test such as electrification, water, ventilation, pressure test, leakage test, purging, rotation, etc., the safety procedures, safety systems, fire prevention measures, accident reporting system and accident handling plan of the completion test are formulated for the safety procedures, safety systems, fire prevention measures, accident reporting systems and accident handling plans of the completion tests, and the plan is submitted to the contractor for confirmation, and the contractor shall follow the reasonable suggestions, opinions and requirements put forward by the contractor. Amendments to the scheme at their own expense and implemented upon confirmation by the contractor. Confirmation by the Contractor does not reduce or exempt the Contractor from its contractual liability. The contractor's cost of providing safety precautions and protective equipment for the completion of the test is included in the contract price.

8.3.2 The Contractor shall conduct safety training for its personnel in the completion test and provide a final account of the safety operating procedures, site environment, operating system, emergency response measures, etc. of the completion test.

8.3.3 The contractor and/or the supervisor shall be obliged to conduct safety education for the completion test for its managers and operation and maintenance personnel in accordance with the safety procedures, safety systems, safety measures, etc. in the confirmed safety plan of the completion test, and to provide protective facilities for the participants in the supervision and inspection at their own expense.

8.3.4 The contractor and/or supervisor shall have the right to supervise and inspect the work and implementation of the contractor listed in the completion test safety plan, and have the right to propose safety rectification and issue rectification instructions. The contractor is obliged to carry out rectification and rectification in accordance with the instructions, and the increased costs shall be borne by the contractor. Therefore, in the event of a delay in the schedule of the completion test, the Contractor shall catch up at its own expense in accordance with the agreement in paragraph 4.1.2.

8.3.5 In accordance with the decision of the leading body for the completion test in paragraph 8.1.3, the two sides shall closely cooperate with the organization, coordination and implementation of the completion test to prevent personal injury and accidents.

For accidents caused by the contractor, the contractor shall bear the corresponding responsibilities, costs and compensation. If the schedule of the completion test is delayed, the completion date will be postponed accordingly.

For accidents caused by the contractor, the contractor shall bear the corresponding responsibilities, costs and compensation. In the event of a delay in the schedule of the completion test, the Contractor shall catch up at its own expense as agreed in paragraph 4.1.2.

**8.4 Delayed completion tests**

8.4.1 If a particular project or a single project falls behind the completion test schedule due to the contractor's reasons, the contractor shall take measures at its own expense in accordance with the agreement in paragraph 4.1.2 to catch up with the completion test schedule.

8.4.2 If the completion test is delayed due to the contractor's reasons, resulting in the delay in the completion date of the project agreed in the contract, the contractor shall contract for compensation for delay in accordance with the provisions of paragraph 4.5 for damages for delay.

8.4.3 If the Contractor fails to carry out a completion test in accordance with the completion test schedule determined by the Lead Agency for completion tests without justifiable reasons, and fails to carry out the Completion Test within 10 days of receiving the notice from the Lead Agency for the Test, the Contractor shall be liable for delay in the completion date. Moreover, the contractor has the right to organize the completion test on its own, and the resulting costs shall be borne by the contractor.

8.4.4 If the Contractor fails to perform its obligations in accordance with the provisions of Paragraph 8.1.2, resulting in a delay in the Completion Test by the Contractor, the Contractor shall bear the reasonable expenses incurred by the Contractor as a result, and if the schedule of the Completion Test is delayed, the date of completion shall be extended accordingly.

**8.5 Retesting and Acceptance**

8.5.1 The Contractor's failure to pass the relevant completion test may be based on 8. 1.1The test is re-conducted as agreed in subparagraph (6) and in accordance with 8 The agreement in paragraph 2 shall be inspected and accepted.

8.5.2 Regardless of whether the Contractor and/or the Supervisor participate in the Completion Test and Acceptance, the Contractor shall have the right to notify the Contractor to conduct the Completion Test again in accordance with the provisions of subparagraph (6) of 8.1.1 and in accordance with 8 The agreement in paragraph 2 shall be inspected and accepted.

**8.6 Failure to pass the completion test**

8.6.1 If the completion test fails due to the following reasons of the contractor, the contractor shall bear the cost of the completion test by the contractor, so that if the completion test schedule is delayed, the completion date shall be extended accordingly:

(1) The contractor fails to provide electricity, power, water and other test conditions according to the technical parameters, time and quantity in the confirmed completion test plan, resulting in the failure of the completion test;

(2) The contractor instructs the contractor to conduct the test and the completion test according to the completion test conditions, test procedures and test methods of the contractor, resulting in the failure of the completion test;

(3) The contractor interferes with the contractor's completion test, resulting in the failure of the completion test;

(4) Due to other reasons of the contractor, the completion test could not be passed.

8.6.2 If the completion test fails to pass the completion test due to the contractor's reasons, and the completion test is allowed to be carried out again, but the maximum number of times it is carried out is two more, and the acceptance conditions are still not met after two tests, the relevant costs, completion date and related matters shall be handled as follows:

(1) The completion test fails, there is no substantial impact on the operation or use, and the contractor repairs it at his own expense. When it cannot be repaired, the contractor has the right to deduct the corresponding payment for that part and is deemed to have passed;

(2) If the completion test fails and does not have a substantial operation and use impact on the single project, the contract issuer may deduct the contract price of the single project accordingly, which may be regarded as passed; if the completion date is delayed, the contractor shall bear the liability for damages for delay.

(3) If the completion test fails and has a substantial impact on operation or use, the contractor has the right to instruct the contractor to replace the relevant part and conduct the completion test. The contractor shall bear the resulting increase in costs incurred by the contractor. In the event of a delay in the completion date, the Contractor shall be liable for damages for delay.

(4) If the failure to pass the completion test causes any major part of the single project to lose its production and use functions, the contractor has the right to instruct the contractor to replace the relevant part, and the contractor shall bear the resulting increased costs; the completion date is delayed, and it shall bear the liability for damages for delay. If the contractor increases the cost as a result, the contractor shall be responsible for compensation.

(5) When the failure to pass the work test causes the entire project to lose its production and /or use functions, the contractor has the right to instruct the contractor to redesign and replace the relevant parts, and the contractor shall bear the increased costs (including the contractor's costs); if the completion date is delayed, it shall bear the liability for damages for delay. The Contractor shall have the right to bring a claim against the Contractor in accordance with the Contract Issuer's claim under paragraph 16.2.1, or in accordance with 18 1.2 The provisions of subparagraph (7) shall terminate the contract.

**8.7 Dispute over the results of the completion test**

8.7.1 Settlement through Negotiation. If there is a dispute between the two parties over the results of the completion test, it shall first be resolved through consultation.

8.7.2 Entrusting an appraisal body. If the two sides still have disputes over the results of the completion test after consultation, they shall jointly entrust a testing institution with corresponding qualifications to conduct the appraisal. After testing and identification, it is handled as follows:

(1) When the responsible party is the contractor, the required appraisal fees and the reasonable expenses resulting from the increase of the contractor shall be borne by the contractor, and the completion date shall not be extended;

(2) When the responsible party is the contractor, the required appraisal fees and reasonable expenses caused by the contractor shall be borne by the contractor, and the completion date shall be extended accordingly.

(3) When both parties are responsible, the cost shall be shared according to the size of the responsibility, and the completion date shall be extended according to the delay of the completion test plan.

8.7.3 When there is a dispute between the two parties over the appraisal results of the testing institution, it shall be resolved in accordance with the agreement between the dispute and the award in paragraph 16.3.

**Article 9 Project Acceptance**

**9.1 Project Reception**

9.1.1 Received by individual project and/or by project. According to the specific conditions and characteristics of the project, it is agreed in the special clause that it will be received according to the individual project and/or according to the project.

(1) According to the agreement of Article 10 on post-completion tests, the contractor shall be responsible for guiding the contractor to conduct individual projects and/or post-completion tests of the project, and shall bear the responsibility for the assessment of the trial operation. In the special clause, the order and timing of the receipt of individual projects, or the timing of the receipt of projects, are stipulated.

Where the contractor is responsible for the post-completion test of a single project and/or project and its responsibility for trial operation assessment, the date of receiving the project or the order and time arrangement of the receipt of the single project shall be agreed upon in the special clause.

(2) For a single project and/or project that does not have a completion test or a post-completion test, and the contractor completes the sweeping project and the repair of defects, and meets the acceptance standards agreed in the contract, the project acceptance and completion acceptance shall be handled according to the contract.

9.1.2 Information submitted by the Contractor at the time of receipt of the works. In addition to the information already submitted as agreed in paragraphs (1) to (3) of 8.1.1, the type, content, number of copies and time of submission of the acceptance data completed by the completion of the completion of the completion of the completion test shall be submitted, as agreed in the special clause.

**9.2 Receiving the Certificate**

9.2.1 The Contractor shall submit an application for a certificate of receipt to the Contractor within 10 days after the project and/or the individual works have met the conditions for receipt, and the Contractor shall organize the receipt and issue the Certificate of Receipt of the Project and/or the Individual Works within 10 days of receipt of the application.

The reception of individual projects with 8 2.6The date specified in subparagraph (2) shall be the date of receipt.

Reception of the works with 8 2.6The date specified in subparagraph (3) shall be the date of receipt.

9.2.2 Sweeping works and defect repair. The operation of the project or/and(and) individual works, the use of sweeping works and defect repairs that have no substantial impact cannot be used as a reason for the contractor not to accept the works. The reasonable time for the contractor to complete the sweeping work and the repair of defects, as determined by the contractor in consultation with the contractor, shall be attached to the receipt certificate.

**9.3 Responsibility for Receiving Works**

9.3.1 Security Responsibilities. From the date of receipt of the individual works and/or works, the contractor assumes its responsibility for security.

9.3.2 Responsibility for Care. From the date of receipt of the individual works and/or works, the contractor assumes its responsibility for care. The Contractor is responsible for the maintenance, maintenance and repair of individual works and/or works, excluding the defect repair and sporadic cleaning of the works and their areas that need to be completed by the Contractor.

9.3.3 Insurance Liability. If the contract provides that the insured party of the project during the construction period is the contractor, the contractor shall be responsible for insuring the project and maintaining the insurance period until the date on which the contractor receives the project as agreed in paragraph 9.2.1. After that date, the contractor is responsible for insuring the works.

**9.4 Failed to receive the project**

9.4.1 Works are not accepted. If the contractor does not organize the receipt of the application for the certificate of receipt of the single project and/or project sent by the contractor within 15 days, it shall be deemed that the application for the certificate of receipt of the single project, and/or project has been approved by the contractor. From 16th day on, the contractor shall bear the relevant liability in accordance with the provisions of paragraph 9.3.

9.4.2 Failure to receive the project as agreed. If the contractor fails to submit an application for a certificate of acceptance of a single project and/or project as agreed, or does not meet the conditions for the acceptance of a single project or project, the contractor has the right to refuse to accept the single project and/or project.

If the contractor fails to comply with the provisions of this paragraph and uses or forcibly orders the acceptance of a single project and/or project that does not meet the acceptance conditions, it will bear the relevant responsibility for the acceptance of the project agreement in paragraph 9.3, as well as the loss, damage, damage and/or compensation caused by the operation, use, etc. of the single project and/or project that has been used or forced to be received.

**Article 10** **Post-completion test**

If the project of this contract contains post-completion tests, the provisions of this article shall be observed.

10.1 Powers and Obligations

10.1.1 Rights and Obligations of the Contractor

(1) The Contract Issuer shall have the right to review and approve the post-completion test scheme prepared by the Contractor with the assistance of the Contractor as provided for in Subparagraph (2) of Paragraph 10.1.2, and the approval of the Contractor shall not reduce or exempt the Contractor from its contractual liability.

(2) The joint coordination leading body for the post-completion test shall be established by the contractor, and under the organizational leadership of the contractor, the contractor shall know that the division of labor shall be carried out according to the approved post-completion test plan, the preparation of the post-completion test shall be organized, and the post-completion test and trial operation assessment shall be carried out. The joint coordination of the establishment of the governing body and its division of responsibilities are part of this contract.

(3) The Contractor shall have the right to give notice of non-acceptance or acceptance to the Contractor in respect of the Contractor's proposal pursuant to subparagraph (4) of 10.1.2.

If the Contractor fails to accept the Contractor's foregoing proposal, the Contractor shall be obliged to implement it in accordance with the organizational arrangements of subparagraph (2) of this paragraph. In the event of an accident, personal injury or engineering damage caused by the Contractor in connection with the implementation of this arrangement of the Contractor, the Contractor shall be liable.

(4) The organizational arrangements, instructions and notices issued by the contractor to the contractor at the post-completion test stage shall be sent in writing to the project manager of the contractor, who shall sign the date, time and signature on the receipt receipt.

(5) The Contractor shall have the right to issue an urgent instruction orally or in writing to the Contractor in an emergency, which the Contractor shall immediately carry out. If the contractor fails to carry out the instructions of the contractor, the liability for accidents, personal injuries and engineering damage caused thereby shall be borne by the contractor. The Contractor shall, within 12 hours of the issuance of the oral instruction, send the oral instruction to the Contractor's Project Manager in writing.

(6) Other obligations and work of the contractor in the post-completion test stage shall be stipulated in the special clause.

10.1.2 The Contractor's Responsibilities and Obligations

(1) Under the unified arrangement of the joint coordination leading body for post-completion tests established by the contractor, the contractor shall send personnel with corresponding qualifications and experience to guide the post-completion tests. The opening of the site by the contractor during the post-completion test must be approved in advance by the contractor.

(2) The contractor shall assist the contractor in preparing the post-completion test plan according to the contract and the characteristics of the post-completion test, and complete the completion of the completion test before the completion test begins. The post-completion test plan should include: the operation test procedures, resource conditions, test conditions, operating procedures, safety procedures, accident handling procedures and schedule plans of the project, individual projects and related parts. The post-completion test plan is implemented after review and approval by the contractor. The number and timing of the post-completion test plan are agreed upon in the special clause.

(3) The contractor shall bear the responsibility for accidents, personal injuries and engineering damage caused by the contractor's failure to carry out the arrangements, instructions and notices of the contractor.

(4) The Contractor is obliged to make recommendations on the organizational arrangements, directives and notices of the Contractor and to explain the reasons.

(5) In an emergency, the contractor shall immediately carry out the operations, work and operations that the contractor orally instructs the contractor to carry out. The Contractor shall keep a record of this Directive and keep a record of its implementation. The Contractor shall, within 12 hours, deliver the above oral instructions to the Contractor in writing.

If the Contractor fails to deliver such oral instructions in writing to the Contractor within 12 hours, the Contractor and its Project Manager shall have the right to deliver the oral instructions in writing to the Contractor within 24 hours of receipt of the oral instructions, and the Contractor shall sign and confirm the receipt and sign the date and time of receipt. If the contractor fails to sign and confirm the receipt within 24 hours, it is deemed to have been confirmed by the contractor.

The Contractor shall bear the liability for accidents, personal injuries, engineering damage and increased costs arising from the execution of the Contractor's oral instructions. However, in the event of an accident liability, personal injury, engineering damage and increase in costs as a result of the Contractor's erroneous execution of the above oral instructions, the Contractor shall be responsible.

(6) Defect liability for operation and maintenance manuals. Liability for accidents, personal injuries and engineering damage caused by defects in the operation and maintenance manual prepared by the contractor shall be borne by the contractor, and the contractor shall be responsible for the occurrence of accident liability, personal injury, engineering damage and increased costs of the contractor due to defects in the operation guide provided by the contractor (including its patentee) due to defects in the operation manual provided by the contractor.

(7) The contractor shall, in accordance with the contractual agreement and/or industry regulations, stipulate in the special clause other obligations and work in the test stage after completion.

**10.2 Post-completion test procedures**

10.2.1 The Contractor shall provide all electricity, water, fuel, power, raw materials, auxiliary materials, consumable materials and other test conditions in accordance with the post-completion test scheme approved by the Joint Coordinating Governing Body, and organize and arrange its management, operation and maintenance personnel and other preparatory work.

10.2.2 The Contractor shall, in accordance with the approved post-completion test scheme, provide other temporary auxiliary equipment, facilities, tools and appliances required for the post-completion test, as well as other preparatory work to be completed by the Contractor.

10.2.3 The Contractor shall, in accordance with the approved post-completion test scheme, organize the post-completion test in accordance with the post-completion test procedures and test conditions of any part of a single project, a single project, between individual projects, or/and/or a project.

10.2.4 The joint coordinating leading body shall organize a comprehensive inspection and implementation of the resource conditions, test conditions, safety facilities conditions, fire fighting facilities conditions, emergency handling facilities conditions and/or related measures required for the completion of the project, individual projects and tests after the completion of any part of the project, and ensure the completeness and quantity of recording instruments and special record forms.

10.2.5 Notification of the date of the test after completion. The Contractor shall notify the Contractor of the date on which the post-completion test will commence within 15 days of the date of receipt of the individual works or/and the date of receipt of the works. Unless otherwise agreed in the Exclusive Terms.

If the Contractor fails to carry out the post-completion test within 20 days of receiving the individual works and/or works, or within the date agreed in the Special Clauses, the Contractor shall bear the contractor's related nesting costs, including labor costs, temporary auxiliary equipment, idle fees, management fees and their reasonable profits, from the 21st day or the day after the start date agreed upon in the Special Clauses.

**10.3 Post-completion test and trial operation assessment**

10.3.1 The test shall be carried out in accordance with the test procedures, test conditions and operating procedures of the approved post-completion test plan, and the production functions and /or use functions of the project and/or individual projects agreed upon in the contract shall be achieved.

10.3.2 The operator of the contractor and the guidance personnel of the contractor shall truthfully fill in the data, conditions, conditions, time, name and other agreed contents on the test condition records, test records and forms of the same post in the process of completion of the test.

10.3.3 Trial Operation Assessment

(1) Where, in accordance with paragraph 5.1.1, the contractor provides production technology technology and/or architectural design plan, the contractor shall ensure that the project reaches the assessment guarantee value and/or use function agreed in the special clause of paragraph 5.1.1 within the trial operation assessment cycle.

(2) According to paragraph 5.1.2, if the contract issuer provides production technology and/or architectural design plan, the contractor shall ensure that the assessment guarantee value and/or use function of the relevant part of the project shall be borne by the contractor within the trial operation assessment cycle.

(3) The time period of the trial operation assessment shall be agreed by both parties in the special terms in accordance with the provisions of the relevant industry on the trial operation assessment cycle.

(4) After the trial operation assessment is passed or the function is passed, both parties should jointly sort out the post-completion test and its trial operation assessment results, and write an evaluation report. The report shall be made in duplicate, one for each of the parties to the contract, after being signed or sealed, as part of this contract. The contractor shall also issue an assessment and acceptance certificate in accordance with the provisions of Paragraph 10.7.

10.3.4 Ownership of Proceeds from Products and/or Services. Any product revenue and/or service income during the post-completion test and commissioning assessment of a single project and/or project shall belong to the Contractor.

**10.4 Delays in testing after completion**

10.4.1 In accordance with the provisions of the post-completion test date notification in paragraph 10.2.5, if the contractor fails to start the post-completion test within 90 days after the issuance of the post-completion test notice, the project and/or individual project shall be deemed to have passed the post-completion test and trial operation assessment, other than for the contractor's reasons. Unless otherwise specified in the Special Terms.

10.4.2 When the post-completion test is delayed due to the Contractor's reasons, the Contractor shall take measures to organize and cooperate with the Contractor to start and pass the post-completion test. When the delay results in an increase in the contractor's costs, the contractor is entitled to bring a claim against the contractor in accordance with the provisions of paragraph 16.2.1.

10.4.3 According to the provisions of the trial operation assessment period in paragraph (3) of paragraph 10.3.3, during the trial operation assessment period, the assessment is interrupted or stopped due to the reasons of the contractor, and the cumulative number of days of interruption or cessation exceeds the trial operation assessment period agreed in the special clause in paragraph 10.3.3 (3), the trial operation assessment shall be restarted within 60 days after the interruption or cessation, and beyond this period, the single project and/or project shall be deemed to have passed the trial operation assessment.

**10.5 Re-conduct post-completion tests**

10.5.1 In accordance with the provisions in paragraphs 5.1.1 or 5.1.2 and their special clauses, if the project, a single project or any part of the project fails to pass the post-completion test due to the contractor's reasons, the contractor shall repair its defects at its own expense and the contractor shall reorganize the test in accordance with the test procedures and test conditions agreed in article 10.2.3.

10.5.2 If the Contractor re-conducts the test in accordance with Paragraph 10.5.1 and fails to pass the test, the Contractor shall continue to repair the defect at its own expense and, under the organizational leadership of the Contractor, conduct the test again in accordance with the test procedures and test conditions agreed in Paragraph 10.2.3.

10.5.3 In the event that, for reasons of the Contractor, the Contractor resumes the post-completion test and the Contractor is subject to additional costs, the Contractor shall be entitled to lodge a claim against the Contractor in accordance with the provisions of paragraph 16.2.1.

**10.6 Failure to pass the assessment**

When the project and/or single project fail to pass the assessment due to the contractor's reasons, but still have production functions and use functions, they shall be handled according to the following agreements:

(1) Compensation for failure to pass the trial run assessment

1) The production process technology or architectural design scheme provided by the contractor failed to pass the trial operation assessment

When the production technology and/or architectural design scheme provided by the contractor fails to pass the trial operation assessment, the contractor shall pay the corresponding compensation amount to the contractor after paying the corresponding compensation amount to the contractor in accordance with the special clause of paragraph 5.1.1 and the specification of the guarantee value and/or the use function guarantee of the trial operation assessment, and in accordance with the amount of compensation agreed in this special clause that failed to pass the trial operation assessment, or the amount calculated by the compensation calculation formula, the contractor shall be deemed to have passed the trial operation assessment.

2) The production process technology or architectural design scheme provided by the contractor failed to pass the trial operation assessment

When the production technology and/or architectural design scheme provided by the contractor fails to pass the trial operation assessment, the contractor shall be deemed to have passed the trial operation assessment after paying the corresponding compensation amount to the contractor in accordance with the special clause of paragraph 5.1.2 in accordance with the relevant provisions of paragraph 5.1.2 and the relevant responsibilities of the project and/or the amount calculated by the compensation formula.

(2) If the contractor proposes to investigate, adjust and amend the project and/or the individual project that fails to pass the trial operation assessment and is accepted by the contractor, the two parties shall agree on the corresponding investigation, amendment and test period, and the contractor shall provide convenience for this purpose. Pending the passage of the assessment, the Contractor may temporarily waive compensation as agreed in subparagraph (1) of paragraph 10.6.

(3) If the contractor accepts the provisions of subparagraph (2) of this paragraph, but fails to provide convenience to the contractor within the agreed period, so that the contractor cannot investigate, adjust and amend within the agreed period, the trial operation assessment shall be deemed to have been passed.

**10.7 Post-completion test and assessment acceptance certificate**

10.7.1 In the special clauses, it is agreed that the post-completion test and assessment acceptance certificate shall be issued according to the project and/or according to the individual project.

10.7.2 The Contractor shall issue a post-completion test and assessment acceptance certificate in accordance with the provisions of Paragraphs 10.3, 10.4, 10.5.1, 10.5.2 and 10.6 for those who have passed or are deemed to have passed the post-completion test and/or trial operation assessment. The date and time indicated in the certificate for passing the trial run assessment are the date and time when the assessment is actually completed or deemed to have passed the test run assessment.

**10.8 Loss of production value and use value**

If, for reasons of the contractor, the works and/or individual works fail to pass the post-completion test and the entire project loses its production value or use value, the contractor shall be entitled to file a claim for non-performance and to withhold the performance guarantee already submitted. However, the contract issuer shall not include joint and several contract losses other than this contract in the claim for non-performance.

Joint and several contract losses refer to losses in market sales contracts, expected profits in the market, interest on production working capital loans, losses in supply contracts for raw materials, auxiliary materials, electricity, water, fuel, etc. signed outside the post-completion test and trial operation assessment cycle, as well as losses such as transportation contracts, unless otherwise provided by applicable law.

**Article 11 Quality Warranty Liability**

**11.1 Quality Warranty Responsibility Letter**

11.1.1 Quality Warranty Liability Letter.

Signing a quality warranty responsibility letter in accordance with relevant laws and regulations is one of the conditions for completion acceptance. Both parties shall sign a letter of responsibility for quality warranty as an annex to this contract in accordance with the contents, scope, duration and responsibility of the warranty prescribed by law. 9.2.1 The date of receipt of the individual works and/or works specified in the certificate of receipt of paragraph 9.2.1, or the date on which the individual works and /or works are deemed to have been received, is the date on which the contractor's warranty liability begins, It is also the start date of the defect liability period.

11.1.2 Failure to submit a warranty liability letter

If the contractor fails to submit a letter of responsibility for quality warranty or does not sign a letter of responsibility for quality warranty with the contractor without a legitimate reason, the contractor may not handle the settlement of the completion with the contractor and shall not bear the corresponding interest on the settlement amount of the completion settlement that has not yet been paid, even if the contract has agreed to postpone the payment of interest.

If the contractor submits a letter of responsibility for quality warranty, submits the letter of responsibility to sign the letter of responsibility with the contractor and stipulates the interest on the deferred payment in the contract, but fails to sign the letter of responsibility for the quality warranty in time due to the reasons of the contractor, the contractor shall bear the settlement payment for completion from the 11th day of receiving the letter of responsibility Interest deferred.

**11.2 Warranty for Liability for Defects**

11.2.1 Amount of Warranty for Liability for Defects

The amount of the warranty for liability for defects, as agreed in the special terms.

11.2.2 Temporary withholding of warranty for liability for defects

The method of temporary deduction of the warranty for defect liability is stipulated in the special clause.

11.2.3 Payment of Warranty for Liability for Defects.

The Contractor shall pay the temporarily withheld warranty for defect liability in accordance with the agreement on the payment of the defect liability warranty in paragraph 14.5.2.

**Article 12** **Project Completion and Acceptance**

**12.1 Completion acceptance report and complete completion information**

12.1.1 The project complies with the relevant agreement on the receipt of the project in paragraph 9.1, and/or the contractor has issued a post-completion test and assessment acceptance certificate in accordance with the agreement of paragraph 10.7, and the contractor has completed 9.2.2 After the completion of the sweeping project and the repair of defects agreed in paragraph, after the acceptance of the contractor or the supervisor, the contractor shall submit the completion acceptance report and complete project completion information to the contractor in accordance with the inspection and acceptance of the completion test of paragraph 8.1.1 (1), (2), (3) and 8.2, the post-completion test of paragraph 10.3.3 (4) and the results of its trial operation assessment. The format, content and number of copies of the completion acceptance report and the complete completion data are agreed upon in the special terms.

12.1.2 The Contractor shall submit or confirm the amendments within 25 days after receiving the Completion Acceptance Report and complete Completion Information, and the Contractor shall amend the Completion Acceptance Report and completion materials at its own expense in accordance with the Opinions of the Contractor. If the contractor does not propose amendments within 25 days, it is deemed that the completion data and the completion acceptance report have been confirmed.

12.1.3 Projects constructed in stages, put into production in installments or used in installments shall be handled in accordance with the provisions of paragraphs 12.1.1 and 12.1.2.

**12.2 Completion acceptance**

12.2.1 Organize completion acceptance

The Contractor shall organize the completion acceptance within 30 days after receiving the completion acceptance report and complete completion information and confirming it in accordance with the provisions of Paragraph 12.1.2.

12.2.2 Postpone the completion acceptance of the organization

When the Contractor fails to organize the completion acceptance within 30 days in accordance with the provisions of Paragraph 12.2.1, the Contractor shall follow 14.12 Paragraphs 1 to 14.12.3 shall be agreed upon to settle the settlement of the settlement upon completion.

After the time agreed in Paragraph 12.2.1, the Contractor is obliged to participate when the Contractor conducts the completion acceptance. Within 25 days after the acceptance of the contractor, the contractor shall revise the contractor's further amendments to the contractor's completion acceptance report or completion materials in accordance with the opinions of the contractor.

12.2.3 Phased completion and acceptance

For the completion and acceptance of contract projects that are built in stages, put into production in stages or used in installments, the completion and acceptance shall be organized in stages in accordance with the provisions of paragraphs 12.1.3 and 12.2.1.

**Article 13** **Changes and Contract Price Adjustments**

**13.1 Right to Change**

13.1.1 Right to Change

The contractor has permission to approve changes. In any time from the entry into force of the contract to the completion and acceptance of the project, the contractor has the right to issue a change order on the basis of the recommendation of the supervisor, the proposal of the contractor and the scope of the change agreed in paragraph 13.2. Changes are issued in writing.

13.1.2 Changes

A written change instruction approved and issued by the contractor is a change. This includes a change order issued directly by the contractor, or a change order issued by the supervisor with the approval of the contractor.

The contractor shall correct, adjust and improve the defects in its own design, procurement, construction, completion test and post-completion test at its own expense, and shall not be a change.

13.1.3 Right to Suggest Changes

The Contractor is obliged to submit written proposals for changes to the Contractor at any time, including shortening the construction period, reducing the cost of the Contractor's works, construction, maintenance and operation, improving the efficiency or value of the completed works, and bringing long-term benefits and other benefits to the Contractor. Upon receipt of such recommendations, the Contractor shall give written notice of non-adoption, adoption or addition of further information.

**13.** **2 Scope of change**

13.2.1 Scope of Design Changes

(1) Adjustment of the production process, but not expanding or reducing the production route and scale approved by the preliminary design, or not expanding or reducing the production route and scale agreed in the contract;

(2) Adjustment of the functions of layout, vertical layout and partial use, but without expanding the scale of the building approved by the preliminary design, and not changing the use function approved by the preliminary design; or without expanding the scale of the building agreed in the contract, and not changing the use function agreed in the contract;

(3) Adjustment of the process and function of the supporting engineering system;

(4) Adjustment of reference control points, reference levels and reference lines in the region;

(5) Adjustment of the performance, specifications and quantity of equipment, materials and components;

(6) Changes caused by newly promulgated laws, standards, or norms after the implementation of the benchmark date;

(7) Other design matters beyond the contract;

(8) Additional work required for the above changes.

13.2.2 Scope of Changes in Procurement

(1) The contractor has signed a procurement contract with the relevant supplier or has started processing, manufacturing, supply, transportation, etc. according to the list approved by the contractor, and the contractor notifies the contractor to select another supplier in the list;

(2) Changes arising from newly promulgated laws, standards, or norms after the implementation benchmark date;

(3) The contractor requests to change the location of inspection, inspection, testing and testing and add additional tests;

(4) The contract issuer requires the increase or decrease in the purchase quantity of spare parts, special tools and test materials after completion agreed in the contract;

(5) Additional work required for the above changes.

13.2.3 Scope of Construction Changes

(1) In accordance with 13.2 1. Design changes resulting in changes in construction methods, increases or decreases in equipment, materials, components, labor and engineering volumes;

(2) Additional tests or changes to the test site requested by the contractor;

(3) According to 5 2.1 In addition to subparagraphs (1) and (2), the treatment of new construction obstacles;

(4) The contractor shall notify the project that has received or deemed to have passed the acceptance test experience and shall re-conduct the completion test;

(5) Changes arising from newly promulgated laws, standards, and norms after the implementation of the benchmark date.

(6) Other visas on site;

(7) Additional work required for the above changes.

13.2.4 Contractor's rush work instructions. When the Contractor accepts the written instructions of the Contractor to expedite the progress of the design, construction or any other part in such manner as the Contractor deems necessary, the Contractor shall adjust the project schedule for the implementation of the Rush Directive and provide an estimate of the additional measures and resources, which shall be treated as a change with the approval of the Contractor. When the Contractor fails to approve the change, the Contractor shall have the right to execute it in accordance with the schedule of the relevant stages agreed upon in the Contract.

If, due to the Contractor's reasons, the actual progress is significantly behind the above-mentioned approved project schedule, the Contractor shall catch up at its own expense in accordance with the agreement of Paragraph 4.1.2; if the completion date is delayed, it shall bear the liability for delay in accordance with the agreement of Paragraph 4.5.

13.2.5 Reduction of part of the project. If the contractor's suspension exceeds 45 days, and the contractor is still unable to resume work when requesting the resumption of work, or the construction cannot continue due to the continuation of force majeure, the two parties may reduce some of the projects affected by the suspension by way of change in accordance with the contract.

13.2.6 Other Changes. According to the specific characteristics of the project, it is agreed in the special clause.

**13.3 Change Procedure**

13.3.1 Notice of Changes. The contractor shall be notified in writing in advance of the change of the contract issuer.

13.3.2 Report on Proposals for Notice of Changes. Upon receipt of the Notice of change from the Contractor, the Contractor shall be obliged to submit a written report of the proposal to the Contractor within 10 days

(1) If the contractor accepts the change in the notice of change of the contractor, the proposal report should include: the reasons for supporting the change, the work content of the implementation of the change, the consumption of resources such as equipment, materials, manpower, machinery, turnover materials, consumable materials, and related management costs and reasonable profits. The percentage of the relevant administrative expenses and reasonable profits shall be agreed upon in the exclusive terms. When such a change results in an extension of the completion date, the reasons should be stated in the report and a progress plan related to the change should be submitted.

If the Contractor fails to submit an estimate of the additional costs and an extension of the Completion Date, the Change shall be deemed not to involve a contract price adjustment and an extension of the Completion Date, and the Contractor shall no longer be liable for any costs and extension of the Completion Date for such change.

(2) If the Contractor does not accept the change in the Notice of Change by the Contractor, it is proposed that the report should include reasons for not supporting the change, including:

1) This change does not comply with the relevant provisions of laws, regulations and other relevant provisions;

2) It is difficult for the contractor to obtain the special equipment, materials and parts required for the change;

3) It is difficult for the contractor to obtain the process and technology required for the change;

4) The change will reduce the safety, stability and applicability of the project;

5) Adversely affect the production performance guarantee value and the realization of the use function guarantee.

13.3.3 Review and approval by the Contractor. The Contractor shall review the Proposal within 10 days of receipt of the written recommendation report submitted by the Contractor in accordance with paragraph 13.3.2 and give written notice of approval, revocation, modification or further request. The Contractor may not stop or delay any work while waiting for a reply from the Contractor.

(1) The Contractor shall issue a change order in writing upon receipt of the Proposal Report submitted by the Contractor pursuant to the agreement of subparagraph (1) of 13.3.2, and upon examination and approval of the reasons, estimates and/or extension of the date of completion.

If, in the change order issued by the Contractor, fails to confirm the Contractor's estimate and/or extension of the completion date proposed by the Contractor and does not object to the extension of the completion date, the contractor shall be deemed to have approved the extension of the change estimate submitted by the Contractor on the 1st day after the receipt of the written proposal report by the Contractor.

(2) After reviewing the reasons submitted by the Contractor under subparagraph (2) 13.3.2, the Contractor shall give written notice of continued execution, alteration or further additional information, which the Contractor shall enforce.

13.3.4 If the Contractor submits a proposal for modification in accordance with the provisions of Paragraph 13.1.3, the procedure for the change shall be handled in accordance with the provisions of this Change Procedure.

**13.4 Emergency Change Procedures**

13.4.1 The Contractor shall have the right to issue an urgent change instruction in writing or orally and to order the Contractor to carry out such change immediately. The Contractor shall execute such instructions as soon as they are received. If the Contractor issues an urgent change order orally, the change shall be confirmed in writing within 48 hours and sent to the Contractor's Project Manager.

13.4.2 The Contractor shall, within 10 days after the completion of the implementation of the Emergency Change Order, submit to the Contractor the content of the work, resource consumption and estimates for the implementation of such change. In the event of a delay in the critical path of the project due to the implementation of this change, a request for an extension of the completion date may be made, provided that the reasons are explained and a schedule related to the change is submitted.

If the Contractor fails to submit an estimate of the actual consumption and/or an extension of the completion date within 10 days of the completion of such change, the change shall be deemed not to involve an adjustment in the contract price and an extension of the completion date, and the Contractor shall no longer be liable for such change.

13.4.3 The Contractor shall, within 10 days of receipt of the written information submitted by the Contractor pursuant to Paragraph 13.4.2, notify the Contractor in writing of the reasonable estimate approved and/or grant a reasonable extension of the date of completion.

If the Contractor fails to approve the Contractor's estimate and/or extension of the completion date within 10 days of receipt of such written report from the Contractor and does not give reasons, the estimate submitted by the Contractor and/or the extension of the completion date shall be deemed to have been approved by the Contractor after the date of receipt of the report.

If the Contractor has a dispute over the cost of the change approved by the Contractor or the extension of the completion date, the two parties shall settle it through friendly consultation, and if the negotiation fails, it shall be resolved in accordance with the procedures for dispute and adjudication in Paragraph 16.3.

**13.5 Determination of the change price**

The change price is determined as follows:

13.5.1 If there is already a unit price (including withdrawal fee) for the corresponding labor, machinery and engineering quantity in the contract, the change price shall be determined according to the unit price (including the withdrawal fee) of the corresponding labor, machinery and engineering quantity existing in the contract;

13.5.2 If there is no corresponding unit price (including withdrawal fee) for labor, machinery, engineering quantity, etc. in the contract, the change price shall be determined at a price similar to that of the changed project;

13.5.3 If there is no corresponding unit price (including withdrawal fee) for labor, machinery, engineering quantity, etc. in the contract, and there is no price similar to the change project, the two parties shall determine the change price through negotiation.

13.5.4 Other methods agreed upon in the Special Terms.

**13.6 Benefit Sharing for Proposed Changes**

If the contractor approves the adoption of the contractor's proposed changes in accordance with paragraph 13.1.3, so that the investment in the project is reduced, the construction period is shortened, and the contractor obtains long-term operational benefits or other benefits, the two parties may share benefits in accordance with the provisions of the special terms, and if necessary, shuangfa may sign a separate supplementary agreement on benefit-sharing as an annex to the contract.

**13.7 Contract Price Adjustments**

Within 30 days after the occurrence of the following circumstances, each party to the contract has the right to notify the other party or the supervisor in writing of the reasons for the adjustment of the contract price and the amount of the adjustment. A reasonable amount as confirmed by the Contractor shall be the adjusted amount of the contract price and shall be paid or deducted from the adjustment when the current construction progress payment is paid. If one party does not confirm within 15 days after receiving the notice from the other party and fails to propose amendments, it shall be deemed to have agreed to the adjustment of the price. Contract price adjustments include the following:

(1) After the contract is signed, due to changes in laws, national policies and industry regulations to be complied with, affecting the increase or decrease of the contract price;

(2) In the process of contract execution, the price adjustment announced by the project cost management department involves the increase or decrease of the contractor's input cost;

(3) Water, power outage, gas outage, road interruption, etc. not caused by the contractor within one week, resulting in a total of more than 8 hours of work stoppage at the project site (the contractor must submit a report and provide verifiable proof and estimates);

(4) the increase or decrease estimated by the Contractor in accordance with the changes approved in the procedure for changes in paragraphs 13.3 to 13.5;

(5) Other adjustments to increases or decreases as agreed in this contract.

For the increase or decrease not agreed in the contract, the contract issuer shall not be liable for adjusting the contract price. Except as otherwise provided by law. Adjustments to the contract price do not include contract changes.

**13.8 Disputes over Contract Price Adjustments**

After consultation, the parties failed to agree on the cost of the change in the works, the adjustment of the contract price or the extension of the completion date, which was resolved in accordance with the provisions of paragraph 16.3 on disputes and awards.

**Article 14** **Total contract price and payment**

**14.1 Total Contract Price and Payment**

14.1.1 Total Contract Price

This contract is a total price contract, and the contract price is not adjusted except for the modification of Article 13 and the adjustment of the contract price, as well as other relevant additions and subtractions in the contract.

14.1.2 Payment

(1) The currency of the contract price is RMB, which shall be paid by the contract issuer to the contractor in China.

(2) The contract issuer shall pay the contract price to the contractor in accordance with the type of payment payable and the payment schedule agreed in the contract. The bank account designated by the contractor shall be agreed in the special terms.

**14.2 Warranties**

14.2.1 Performance Guarantee

When the contract stipulates that the contractor submits a performance guarantee to the contractor, the format, amount and submission time of the performance guarantee shall be stipulated in the special clause.

14.2.2 Payment Guarantee

When the contract stipulates that the contractor submits a performance guarantee to the contractor, the contractor submits a letter of guarantee for payment to the contractor. The format, content and submission time of the payment guarantee are agreed in the special terms.

14.2.3 Advance Payment Guarantee

When the contract stipulates that the contractor submits an advance payment guarantee to the contractor, the format, amount and submission time of the advance payment guarantee shall be agreed in the special clause.

**14.3 Advance Payments**

14.3.1 Amount of Advance Payment

The Contractor agrees to make an advance payment amount in proportion to a certain percentage of the contract price, the specific amount of which is agreed in the Special Clause.

14.3.2 Advance Payment

When the contract provides for an advance payment guarantee, within 10 days after the contract takes effect, the contractor shall pay the contractor a lump sum in accordance with the amount of the advance payment agreed in paragraph 14.3.1 within 10 days after the contract takes effect, and if the advance payment guarantee is not agreed, the contractor shall pay the contractor in one lump sum within 10 days after the contract takes effect, in accordance with the amount of the advance payment agreed in paragraph 14.3.1.

14.3.3 Deduction of Advance Payment

(1) The deduction method, deduction ratio and deduction schedule of the advance payment shall be stipulated in the special clauses.

(2) If the advance payment has not been deducted when the contractor issues the certificate of acceptance of the project or the contract is terminated, the contractor has the right to require the contractor to pay the advance payment that has not yet been deducted. If the Contractor fails to pay, the Contractor shall have the right to deduct the balance of the advance payment in accordance with the following procedure:

1) one or more deductions from the amount payable to or belonging to the Contractor;

2) When the amount payable to the contractor or the amount belonging to the contractor is insufficient to be deducted, the contractor has the right to deduct the undeleted advance payment from the advance payment guarantee (if submitted by agreement);

3) When the amount payable to the contractor or belonging to the contractor is insufficient to be deducted and the contract does not stipulate that the contractor submits an advance payment guarantee, the contractor shall sign a timetable agreement with the contractor for the payment of the advance payment that has not yet been deducted;

4) If the Contractor fails to execute in accordance with the above agreement, the Contractor shall have the right to deduct the outstanding advance payment from the Performance Guarantee (if any).

**14.4 Progress payment**

14.4.1 Project Progress Paragraph. The payment method, payment conditions and payment time of the project progress payment shall be stipulated in the special terms.

14.4.2 According to the specific circumstances of the project, other progress payments payable shall be agreed in the special terms.

**14.5 Temporary deduction and payment of warranty for liability for defects**

14.5.1 Temporary deduction of warranty for liability for defects. The contractor may temporarily deduct the defect liability warranty in accordance with the amount of the defect liability warranty amount agreed in paragraph 11.2.1 and the temporary deduction of the defect liability warranty in paragraph 11.2.2.

14.5.2 Payment of Warranty for Liability for Defects

(1) The Contractor shall, when handling the acceptance of the completion of the project and the settlement of the completion of the project, pay half of the total warranty amount temporarily deducted by paragraph 14.5.1 to the Contractor, unless otherwise agreed in the special terms. Thereafter, if the Contractor fails to repair the defect that occurs during the liability period for repairing the defect as notified by the Contractor or entrusts the Contractor to repair the defect, the cost of repairing the defect shall be deducted from the remaining warranty amount for the defect liability. The Contractor shall pay the Contractor the balance of the temporarily withheld warranty for defect liability within 15 days after the expiry of the defect liability period.

(2) If the special clause stipulates that the contractor may submit a warranty letter for defect liability, when handling the acceptance of the completion of the project and the settlement of the completion, if the contractor requests to provide a letter of guarantee to replace the remaining warranty for defect liability, the contractor shall pay the remaining amount of the warranty to the contractor after receiving the warranty letter of warranty for defect liability submitted by the contractor in accordance with the contract. Thereafter, if the contractor fails to repair the defect that occurs during the liability period for the defect at its own expense or entrusts the contractor to repair the defect, the cost of repairing the defect is deducted from the letter of guarantee. The Contractor shall return the Letter of Guarantee within 15 days after the expiry of the liability period for defects. The format, amount and time of submission of the letter of guarantee are agreed upon in the special terms

**14.6 Apply for payment according to the monthly progress of the project**

14.6.1 Apply for Payment on a Monthly Basis. Where payment is applied for on a monthly basis, the contractor shall submit an application for payment to the contractor or supervisor on the basis of the contract price agreed in the contract agreement and the contract amount of the actual amount of works completed each month (including design, procurement, construction, completion test and post-completion test, etc.). The format, content, number and timing of the payment application report submitted by the contractor shall be agreed upon in the special clauses.

Payments in the monthly payment request report include:

(1) The type of payment agreed upon in paragraph 14.4 of the progress payment of the project;

(2) Adjust the agreed increases or decreases according to the contract price of paragraph 13.7;

(3) Press 14 3 agreed payments and deductions of advance payments;

(4) The amount temporarily withheld and paid according to the warranty for defect liability in paragraph 14.5;

(5) increases or decreases in accordance with the outcome of the claim under section 16.2;

(6) Amounts added or subtracted in accordance with the supplementary agreement to this contract signed separately.

14.6.2 If the parties agree on the method of applying for payment according to the monthly progress of the work in Paragraph 14.6.1, it is no longer possible to agree on the method of applying for payment according to paragraph 14.7 and in accordance with the payment schedule.

**14.7 Request payment in accordance with the Payment Schedule**

14.7.1 Request payment in accordance with the Payment Schedule

Where payment is applied for in accordance with the payment schedule, the contractor shall, on the basis of the contract price agreed in the contract agreement, submit the current payment application report to the contractor or supervisor in accordance with the number of payment periods agreed upon in the special terms, the main image progress achieved in each period of the plan and/or the main planned quantity (including design, procurement, construction, completion test and post-completion test, etc.), as well as the amount of payment for each period, and submit the payment application report for the current period to the contractor or supervisor in accordance with the format, content, number of copies and submission time agreed in the special terms.

Payments in the Per Instalment Request Report include:

(1) The amount of payment requested for payment in accordance with the current plan agreed in the special terms;

(2) Adjust the agreed increases or decreases according to the contract price of paragraph 13.7;

(3) the amounts paid and deducted in accordance with the advance payment in paragraph 14.3;

(4) The amount temporarily withheld and paid according to the warranty for defect liability in paragraph 14.5;

(5) increases or decreases in accordance with the outcome of the claim under section 16.2;

(6) Amounts added or subtracted in accordance with the supplementary agreement to this contract signed separately.

14.7.2 When the Contractor pays in accordance with the Payment Schedule, if the Contractor's actual work and/or actual progress are 30 days or more behind the objectives and tasks of the critical path agreed in the Payment Schedule, the Contractor shall have the right to agree with the Contractor to reduce the amount of the current payment and shall have the right to adjust the payment schedule together with the Contractor. Subsequent payment requests by the Contractor and payments by the Contractor for subsequent periods shall be based on the adjusted payment schedule.

14.7.3 If the parties agree to apply for payment in accordance with the payment schedule of Paragraph 14.7, it is no longer possible to agree on the method of payment according to Paragraph 14.6 on a monthly schedule of the project.

**14.8 Payment Terms and Timing**

14.8.1 Payment Terms

When the parties agree that the contractor submits a performance guarantee, the submission of the performance guarantee shall be a prerequisite for the contractor to pay the various payments; in the absence of an agreement on the performance guarantee, the contractor shall pay the various payments as agreed.

14.8.2 Payment of Advance Payments

The payment of the advance payment for the works shall be carried out in accordance with the agreement on the payment of the advance payment in paragraph 14.3.2. After the deduction of the advance payment, the contractor shall promptly return the payment guarantee to the contractor.

14.8.3 Project Progress Paragraph

(1) Apply and pay according to the monthly progress of the project. In the event of an application for payment and payment pursuant to the monthly progress of the works in accordance with Paragraph 14.6.1, the Contractor shall review and pay within 25 days from the date of receipt of the Monthly Payment Application Report submitted by the Contractor in accordance with Paragraph 14.6.1.

(2) Apply and pay according to the payment schedule. When applying for payment and payment under the Payment Schedule under Section 14.7.1, the Contractor shall review and pay within 25 days from the date of receipt of the Report of each Payment Request submitted by the Contractor in accordance with Section 14.7.1.

**14.9 Delay in payment**

14.9.1 If, for reasons attributable to the Contractor, the Contractor fails to pay the Progress of the Works to the Contractor at the time specified in Paragraph 14.8.3, the Contractor shall pay interest on the deferred payment at the interest rate of the same type of loan promulgated by the Chinese Bank from the 26th day after the Contractor receives the payment application report, As the default amount for deferred payment.

14.9.2 If the Contractor delays payment for more than 15 days, the Contractor shall have the right to issue a notice to the Contractor requesting payment, and if the Contractor is still unable to pay after receiving the notice, the Contractor may suspend part of the work as a suspension caused by the Contractor and comply with 4 6.1 Execution of the Contract Issuer's Suspension Agreement.

If the two parties negotiate to sign a deferred payment agreement, the contract issuer shall pay according to the number of periods, time, amount and interest agreed in the deferred payment agreement; The failure of the two parties to reach a deferred payment agreement, resulting in the inability to implement the project, the contractor may stop part or all of the project, and the contractor shall bear the liability for breach of contract, resulting in the delay of the critical path of the project and the completion date Deferred.

14.9.3 If the Contractor delays payment by more than 60 days and affects the implementation of the entire project, the Contractor shall have the right to give notice of termination of the Contract to the Contractor in accordance with the provisions of Paragraph 18.2 and shall have the right to claim against the Contractor for the related costs resulting from the increase.

**14.10 Taxes and Duties**

14.10.1 The contract issuer and the contractor shall, in accordance with the relevant tax regulations of the State, each perform its own tax obligations, including various tax obligations related to imported engineering materials.

14.10.2 When one party to the contract enjoys import VAT and customs duties reductions and exemptions for imported engineering equipment, materials, equipment accessories, etc. under this contract, the other party is obliged to assist and cooperate in the procedures for tax reduction and reduction.

**14.11 Payment of Claims**

14.11.1 For claims made through consultation or mediation, or awarded by arbitration, or as awarded by a court, the Contractor may deduct such claim amounts from the progress payments for the month or the current payment schedule payable to the Contractor. When the amount paid to the Contractor for the progress of the works for each period is insufficient to offset the contractor's claim, the Contractor shall pay separately. If the contractor fails to pay, a payment agreement may be negotiated, and if it has not been paid, the contractor may deduct from the performance guarantee (if any). If the performance guarantee is insufficient, the Contractor shall pay the claim separately or within the term of the payment agreement agreed upon by both parties.

14.11.2 For claims to be due to the Contractor as determined by consultation or mediation, or arbitrally awarded or ascerwise decided by the Court, the Contractor may separately include such claim amounts in the application for payment of the progress payment for the current month or the payment schedule for the current period, and the Contractor shall The claim is paid in the current payment. In the event that the Contractor fails to pay the claimed amount, the Contractor shall be entitled to deduct it from the payment guarantee (if any) submitted by the Contractor. If there is no agreement to pay the letter of guarantee, the contractor must pay the claim amount separately.

**14.12 Settlement of Completion**

14.12.1 Submission of settlement information as completed

The Contractor shall submit the Completion Settlement Report and the complete Completion Settlement Information to the Contractor within 30 days after the completion acceptance report and complete completion information submitted in accordance with the provisions of Paragraph 12.1 are determined by the Contractor. The format, content and number of copies of the settlement data of the completion shall be agreed in the special terms.

14.12.2 Final Completion Settlement Information

The contractor shall, within 30 days after receiving the completion settlement report and complete completion settlement information submitted by the contractor, review and propose amendments, and after the two parties have reached an agreement on the modification of the completion settlement report and the complete completion settlement information, the contractor shall make amendments at its own expense. And submit the final as-built settlement report and final settlement information.

14.12.3 Settlement of payments for settlement upon completion

The Contractor shall settle the amount of the Settlement of the Completion within 30 days of receipt of the Final Settlement Information submitted by the Contractor in accordance with paragraph 14.12.2. Within 5 days after the completion payment is settled, the contractor shall return to the contractor the performance guarantee submitted by the contractor in accordance with paragraph 14.2.1; the contractor shall agree with the contractor in accordance with paragraph 14.2.2 The submitted letter of guarantee for payment is returned to the contractor.

14.12.4 Failure to respond to the Completion Settlement Report

If the contractor fails to submit amendments or reply within 30 days of receiving the completion settlement report and complete completion settlement information submitted by the contractor in accordance with paragraph 14.12.1, the contract issuer shall be deemed to have approved the completion settlement data as the final completion settlement data. The Contract Issuer shall settle the settlement of the settlement in accordance with the agreement of Paragraph 14.12.3.

14.12.5 The Contractor has not been able to settle the settlement amount as completed

(1) If the Contractor fails to settle the balance of the payment payable to the Contractor for completion settlement as agreed in Paragraph 14.12.3, the Contractor shall have the right to deduct the balance of such amount from the payment guarantee submitted by the Contractor in accordance with paragraph 14.2.2.

If the contract does not provide that the contractor submits a letter of guarantee for payment in accordance with paragraph 14.2.2 or the payment letter of guarantee is insufficient to meet the settlement amount due to the contractor, the contractor shall pay the balance of the arrears of the settlement amount due to the contractor from the 31st day after the submission of the final settlement information by the contractor, and The corresponding interest is paid at the interest rate of the same kind of loan of the Chinese Minmin Bank for the same period.

(2) According to the agreement of paragraph 14.12.4, if the contractor fails to submit amendments and replies to the completion settlement data within the agreed 30 days, and fails to pay the balance of the completion settlement payment to the contractor, it shall From the 31st day after the submission of the report by the contractor, the balance of the arrears of the settlement of the completion of the settlement shall be paid and the corresponding interest shall be paid at the interest rate of the same type of loan of the Chinese Bank for the same period.

If the Contractor has not settled the settlement amount within 90 days of the Contractor's submission of the final settlement materials, the Contractor may settle the dispute and the award in accordance with Paragraph 16.3.

14.12.6 Failure to submit the Completion Settlement Report and complete settlement information on time

Within 30 days after the completion acceptance report of the project is approved by the contractor, the contractor fails to submit the completion settlement report and complete settlement information to the contractor, resulting in the project completion settlement cannot be carried out normally, or the project completion settlement cannot be settled on time, and when the contractor requires the contractor to deliver the project, the contractor should deliver it; the contractor does not In requesting delivery of the works, the Contractor shall bear the costs and responsibilities for the custody, maintenance and maintenance, excluding the individual works and any part of the works that have been used and received by the Contractor in accordance with the agreement on the receipt of the works in accordance with Article 9.

14.12.7 The Contractor was unable to pay the settlement of the completion

(1) If the Contractor fails to settle the balance of the amount due to the Contractor in the Settlement of Completion as agreed in Paragraph 14.12.3, the Contractor shall have the right to deduct the balance of such amount from the Performance Guarantee submitted by the Contractor in accordance with paragraph 14.2.1.

If the amount of the performance guarantee is insufficient to satisfy, the contractor shall pay the balance of the arrears of the settlement amount of the completion settlement from 31 days after the submission of the final settlement information, and shall pay the balance Chinese The Bank pays the corresponding interest rate at the interest rate of similar loans in the same period. If the Contractor has not paid within 90 days after the submission of the final settlement materials, the Contractor shall have the right to settle the dispute and the award in accordance with paragraph 16.3.

(2) When the contract does not stipulate a performance guarantee, the contractor shall pay the balance of the arrears of the settlement amount of the completion from the 31st day after the submission of the final settlement materials, and at the interest rate of the same kind of loan of the Chinese Minmin Bank for the same period Pay the applicable interest. If the Contractor has not paid within 90 days of the submission of the final settlement information, the Contractor shall have the right to settle the dispute and the award in accordance with paragraph 16.3.

14.12.8 Disputes over Settlement of Completion

If, within 30 days after the contractor receives the completion settlement report and complete settlement information submitted by the contractor, if the two parties have a dispute over the price of the project completion settlement, they shall jointly entrust a project cost consulting unit with the corresponding qualification level to conduct the completion settlement review, and settle the payment for the completion settlement according to the audit results. The audit period shall be agreed upon by both parties to the contract and the project cost review unit. If there is still a dispute over the results of the audit, it shall be resolved in accordance with the agreement on the dispute and the award in paragraph 16.3.

**Article 15** **Insurance**

**15.1 Insurance of the Contractor**

15.1.1 The type of insurance insured by the Contractor in accordance with the applicable law and the type of insurance agreed upon in the special terms, the cost of which is insured is included in the contract price. The type of insurance to be insured by the contractor, the scope of insurance, the amount of insurance, the duration of insurance and the duration of continuous validity are stipulated in the special clauses.

(1) Where the provisions of applicable law and the special clauses stipulate that the contractor is responsible for applying for insurance, the contractor shall apply for insurance on schedule according to the needs of the implementation stage of the project;

(2) In the course of contract execution, the newly promulgated applicable law provides for compulsory insurance insured by the contractor to adjust the contract price according to the agreement of the change of Article 13 and the adjustment of the contract price.

15.1.2 When an insurance policy provides insurance to a joint insured, the insurance indemnity shall be applied separately to each joint insured. The contractor shall, on behalf of its own insured, ensure that its insured person complies with the conditions agreed in the insurance policy and the amount of compensation thereof.

15.1.3 Claims received by the Contractor from the insurer shall be used for the repair, acquisition, reconstruction and indemnity of losses, damages, injuries agreed in the policy.

 15.1.4 The Contractor shall provide the Contractor with a copy of the insurance policy, a copy of the premium payment document and proof of the entry into force of the insurance policy, both for the insured project and its duration.

If the contractor fails to submit the above-mentioned supporting documents, it shall be deemed that the contractor has not applied for insurance in accordance with the contract, and the contractor may apply for the corresponding insurance in its own name, and the resulting expenses and losses shall be borne by the contractor.

**15.2 All Risks and Third Party Liability Insurance**

For all risks of construction works, all risks of installation works and third party liability insurance, regardless of whether the insured party is any party, it shall list the other party under this contract, the subcontractor, the supplier and the service provider under this contract as the insured under the insurance contract at the time of application. The specific insured party shall agree in the special clause.

**15.3 Other Provisions of Insurance**

15.3.1 The Contractor shall be responsible for the procurement of equipment, materials and parts for the carriage of transport insurance, and the Contractor shall insure the Insurance. This insurance fee is included in the contract price, unless otherwise agreed in the special terms.

15.3.2 In the event of an accident in an insured event, each party present shall be responsible for taking the necessary measures to prevent the expansion of loss or damage.

15.3.3 Insurance types other than those specified in this contract shall be insured according to their respective needs, and the insurance costs shall be borne by each of them.

**Article 16** **Breach of Contract, Claims and Disputes**

**16.1 Liability for Breach of Contract**

16.1.1 Liability of the Contractor for Breach of Contract

When the following occurs:

(1) Failure of the Contractor to perform 5.1. 2, 5.2.1 Paragraphs (1) and (2) of paragraphs failed to provide true, accurate and complete process technology and/or architectural design plans, project basic information and site obstacle information on time;

(2) The contract issuer fails to adjust the contract price as agreed in Article 13, fails to pay the corresponding amount according to the type and amount of money agreed upon in Article 14 on the advance payment, the progress payment of the project, the type and amount of the payment agreed upon in the settlement of the completion, and the account and time specified by the contractor;

(3) The contractor fails to perform other responsibilities and obligations agreed in the contract.

The Contractor shall take remedial measures and compensate the Contractor for the losses caused by the above-mentioned breach. If the project is delayed by the critical path due to its breach of contract, the completion date will be postponed. The contractor bears the liability for breach of contract and does not reduce or exempt the contract from other responsibilities and obligations that should be continued by the contractor.

16.1.2 Contractor's Liability for Breach of Contract

When the following occurs:

(1) The Contractor fails to perform the agreement in Paragraph 6.2 to inspect the engineering materials it provides and the construction quality and inspection in Paragraph 7.5, and fails to repair the defects;

(2) The contractor has not been able to pass the completion test after three tests, or has not been able to pass the post-completion test after three tests, resulting in the loss of use value, production value or use interest of any major part of the project or the entire project;

(3) The contractor subcontracts the project to another person without the consent of the contractor, or without the necessary permission, or if the applicable law does not allow subcontracting;

(4) The contractor fails to perform other responsibilities and obligations stipulated in the contract.

The Contractor shall take remedial measures and compensate the Contractor for the losses caused to the Contractor as a result of the above-mentioned breach. The contractor's liability for breach of contract does not reduce or exempt the contractor from other responsibilities and obligations agreed upon in the contract.

**16.2 Claims**

16.2.1 Claims of the Contractor

The Contractor believes that the Contractor fails to perform the duties, responsibilities and obligations stipulated in the Contract, and according to the relevant circumstances and matters of the documents and materials agreed in this Contract and related to this Contract, the Contractor shall bear the liability for losses and damages, but if the Contractor fails to perform its liability for compensation in accordance with the contract, the Contractor shall have the right to file a claim against the Contractor. Claims are made in accordance with the law and contract and follow the following procedures:

(1) The contractor shall send a notice of the claim to the contractor within 30 days after the occurrence of the claim event. Failure to give notice of the claim within 30 days of the occurrence of the claim shall cease to be liable by the Contractor, except as otherwise provided by law;

(2) The contractor shall, within 30 days after the notification of the claim, provide the contractor in writing with relevant information explaining the justification of the claim event, the basis of the terms, valid and verifiable evidence and the estimate of the claim;

(3) The Contractor shall, within 30 days of receipt of the claim information sent by the Contractor, negotiate or respond to the Contractor, or require the Contractor to provide further reasons and evidence for the claim;

(4) If the Contractor fails to consult with the Contractor, respond to or make further requests to the Contractor within 30 days of receipt of the claim information sent by the Contractor, the Claim shall be deemed to have been recognized by the Contractor.

(5) When the claim event filed by the contractor continues to have an impact, the contractor shall issue to the contractor on a weekly basis the circumstances of the continuation of the claim event, and within 30 days after the continuation of the impact of the claim event ceases, the contractor shall send the contractor a final claim report and a final claim estimate. The claim procedure is the same as provided for in subparagraphs (1) to (4) of this paragraph.

16.2.2 Contractor's Claim

If the Contractor believes that the Contractor fails to perform its duties, responsibilities and obligations as agreed in the Contract, and according to the terms of this Contract, the relevant circumstances and matters relating to the documents and materials related to this Contract, the Contractor shall bear the liability for losses and damages and extend the completion date, and the Contractor shall have the right to file a claim against the Contractor if the Contractor fails to perform its compensation obligations or extend the completion date in accordance with the contract. Claims are made in accordance with the law and contract and follow the following procedures:

(1) The Contractor shall issue a notice of the claim to the Contractor within 30 days of the occurrence of the event of the claim. If no notice of indemnity is not given within 30 days of the occurrence of the claim, the contractor shall no longer bear any liability, unless otherwise provided by law

(2) The Contractor shall, within 30 days of giving notice of the events of the claim, submit to the Contractor in writing a report in writing stating the justifications, the basis of the terms, valid and substantiated evidence and estimates of the claim;

(3) The Contractor shall, within 30 days of receipt of the report of the claim information transmitted by the Contractor, negotiate with the Contractor or give a reply, or require the Contractor to further supplement the grounds and evidence of the claim;

(4) If the Contractor does not consult with the Contractor, or does not respond to, or makes no further requests to the Contractor within 30 days of receipt of the report and additional information submitted by the Contractor pursuant to subparagraph (3) of this paragraph, the claim shall be deemed to have been recognized by the Contractor.

(5) When the claim event filed by the contractor continues to have an impact, the contractor shall issue to the contractor on a weekly basis the circumstances of the continuation of the claim event, and within 30 days after the continuation of the impact of the claim event ceases, the contractor shall send the final claim report and the final claim estimate to the contractor. The claim procedure is the same as provided for in subparagraphs (1) to (4) of this paragraph.

**16.3 Disputes and Awards**

16.3.1 Dispute Resolution Procedures

Any claim dispute arising under this Contract or in connection with this Contract shall first be resolved by amicable negotiation between the parties to the Contract. The party in dispute shall notify the other party in writing, explaining the content, details and causes of the dispute. Within 30 days from the date of the above-mentioned written notice, if there is still a dispute after friendly consultation, the parties to the contract may request the relevant unit or authoritative institution at the site of the project agreed upon by both parties to mediate the dispute; within 30 days from the date of submission of the dispute to mediation, if there is still a dispute between the two parties, or if either party to the contract does not agree to mediation, the dispute shall be resolved by arbitration or litigation in accordance with the provisions of the special clause.

16.3.2 Disputes shall not affect performance

After the dispute arises, it must continue to perform its contractual responsibilities and obligations and keep the project continued to be implemented. Neither Party may cease the implementation of the works or part of the works except in the following circumstances:

(1) If the breach of contract by one of the parties causes that the contract is indeed impossible to perform, the implementation shall be stopped by agreement between the two parties to the contract;

(2) The arbitration institution or court orders the suspension of implementation.

16.3.3 Engineering protection that ceases to be implemented

According to the provisions of Paragraph 16.3.2, for the project or part of the project that has been stopped, the parties shall protect all kinds of documents, materials, drawings, completed works and unused engineering materials related to the contract project in accordance with the duties, responsibilities and obligations agreed in the contract.

**Article 17** **Force Majeure**

**17.1 Obligations in the** **event of force majeure**

17.1.1 Notification Obligations

A party that is aware of or detects the occurrence of a force majeure event is obliged to notify the other party immediately. According to this contract, the responsible party for the care of the project site shall, in the event of a force majeure event, take prompt measures to minimize losses as soon as possible under the conditions of its ability; the other party shall fully assist and take measures. Construction or work that needs to be suspended shall be stopped immediately.

17.1.2 Obligation to Notify

In the event of force majeure at the project site, within 48 hours after the end of the force majeure event, the contractor (e.g. the caretaker of the project site) shall notify the contractor of the injury and loss. When force majeure events continue to occur, the contractor shall report the victimization to the contractor and the Director of Works on a weekly basis. Unless otherwise agreed on the reporting period.

**17.2** **Consequences of Force Majeure**

Losses, damages, injuries caused by force majeure events and delays in completion date shall be treated as follows:

(1) The contractor shall bear the loss and damage of permanent works and engineering materials, etc.;

(2) Injuries of employees shall be handled in accordance with their respective employment contracts;

(3) The contractor shall bear the loss or damage of the contractor's machinery, equipment, property and temporary works;

(4) The contractor shall bear the loss of work stoppage by the contractor;

(5) After the occurrence of a force majeure event, the party that delays in performing the obligation shall bear the corresponding liability and losses caused by the party's delay in performing the protective obligations stipulated in the contract;

(6) When the contractor notifies the resumption of construction, the contractor shall submit the plan for cleaning and repair and its estimates, as well as the information and report of the progress plan arrangement, within 20 days after receiving the notice, or within the time agreed by the two parties according to the specific circumstances, and after confirmation by the contractor, the required cleaning and repair costs shall be borne by the contractor. The completion date of the resumed construction was postponed accordingly.

**Article 18** **Termination of contract**

**18.1 Termination of the Contract by the Contractor**

18.1.1 Notification of Corrections

If the Contractor fails to perform its duties, responsibilities and obligations in accordance with the Contract, the Contractor may notify the Contractor and correct and remedy its breach of contract within a reasonable time.

18.1.2 The Contract shall be terminated by the Contractor

The Contractor shall have the right to notify in writing of the rescission of the Contract or part of the termination of the Contract for the following reasons. The Contractor shall inform the Contractor 15 days before the issuance of notice of termination. The contract issuer's rescission of the contract shall not affect any other rights it has under the contract.

(1) the Contractor fails to comply with the provisions of the Performance Guarantee in Paragraph 14.2.1;

(2) the Contractor fails to implement the provisions of the notice of correction in Paragraph 18.1.1;

(3) The Contractor fails to comply with paragraphs 3.8.1 to 3 8. Paragraph 4 of the agreement on subcontracting and subcontracting;

(4) The actual progress of the contractor is obviously behind the schedule plan, and the contractor does not act when the contractor instructs it to take measures and amend the schedule plan;

(5) There is a serious defect in the quality of the project, and the contractor delays the start date of the repair for more than 30 days without a legitimate reason;

(6) the Contractor expressly or by its own conduct clearly indicates that it has not performed the Contract, or has failed to perform the Contract in accordance with the Contract after the Contractor has notified it in writing of its performance, or has performed the Contract in a manifestly inappropriate manner;

(7) in accordance with the provisions of subparagraphs (4) (or) and 10.8 of paragraphs 8.6.2, the failure to pass the completion test, the failure to pass the test after completion, so that any part of the project and/or the entire project lose the main use function, production function;

(8) The contractor is bankrupt, ceases to be liquidated or enters into liquidation proceedings, or circumstances indicate that the contractor will enter into bankruptcy and/or liquidation proceedings.

The Contractor may not terminate the Contract or terminate part of the Contract for the purpose of arranging for another Contractor to carry out the works. If the contract issuer violates this agreement, the contractor has the right to initiate arbitration or litigation in accordance with this agreement.

18.1.3 Work ceased and carried out after notice of termination of the contract

Work of the Contractor after receiving notice of termination of the contract. The Contractor shall, within 30 days of the termination of the Contract or within the time agreed upon by the parties, complete the following tasks:

(1) cease all work notified of dismissal, except for the protection of life, property or works safety, clean-up and work that must be performed;

(2) Transfer all information provided by the contractor and the design documents, technical information and other documents prepared by the contractor for the project to the contractor. Destroy, in the information documents retained by the Contractor, data relating to all information provided by the Contractor and backups of the data;

(3) Hand over the completed permanent works and be responsible for the permanent works materials that have arrived at the site. Before handing over, properly do a good job in the storage, maintenance and maintenance of completed works and permanent engineering materials that have arrived at the site;

(4) Transfer the design documents, drawings, materials, operation and maintenance manuals, construction organization designs, quality inspection materials, completion materials, etc. that have been paid and completed at the corresponding implementation stage and are to be completed;

(5) Submit the full package contract and the implementation statement to the contract issuer. This includes: the engineering materials provided by the contractor (including those kept on site, ordered, processed, in transit, and have not yet been handed over at the site), the contractor shall bear such amounts incurred before the date of the notice of termination of the contract and agreed upon in the contract. The Contractor is obliged to assist and cooperate in the handling of the relationship with the subcontractor with which it is contractually bound;

(6) with the approval of the Contractor, the Contractor shall transfer its subcontracts and ongoing responsibilities and obligations relating to and ongoing work in connection with the work rescinded or partially discharged from the Contract to the name of the Contractor and/or the Contractor's designated party, including permanent works and engineering materials, and related work;

(7) The contractor continues to perform part of its unscientized contract in accordance with the contract;

(8) The Contractor shall not evacuate and/or dismantle its machinery, equipment, facilities, turnaround materials, measure materials, unless it has been agreed by the Contractor, pending the settlement of the termination of the Contract.

18.1.4 Settlement of the Date of Cancellation

Pursuant to paragraph 18.1.2, upon receipt by the Contractor of the notice of rescission or partial termination of the Contract, the Contractor shall immediately agree with the Contractor on the contract amounts incurred, including the advance payment under Section 14.3, the progress payment under Section 14.4, the contract price adjustment in Section 13.7, the amount withheld from the Defect Liability Warranty in Section 14.5, the claim payment under Section 16.2, the amount in the Supplementary Agreement to this Contract, and any additional or decreaseable amounts agreed in the Contract. The contract payment agreed upon by both parties shall be used as the settlement information for the termination date.

18.1.5 Settlement after termination of the Contract

(1) The parties shall settle the balance of the receivables and payables of the parties in accordance with the settlement information on the date of termination of the contract in accordance with paragraph 18.1.4. Thereafter, the Contractor shall return to the Contractor the Letter of Guarantee of Performance submitted by the Contractor in accordance with paragraph 14.2.1, and the Contractor shall return to the Contractor the Letter of Guarantee for Payment submitted by the Contractor in accordance with paragraph 14.2.2.

(2) If there is still an undealed advance payment at the time of termination of the contract, the contractor shall deduct it in accordance with the agreed deduction of the advance payment in 14.3.3, and return the agreed advance payment guarantee to the contractor thereafter.

(3) If the contractor has other outstanding balances of receivables, the contractor shall be entitled to deduct from the performance guarantee submitted by the contractor as agreed in paragraph 14.2.1 and return the performance guarantee to the contractor thereafter.

(4) When the contractor still has the unrecoverable amount after deducting it in accordance with the above-mentioned agreement, or when the contract fails to submit the performance guarantee and the advance payment guarantee, and still fails to deduct the balance of the receivable, the contractor's machinery, equipment, facilities, turnover materials, etc. equivalent to the value of the receivable may be withheld as compensation.

18.1.6 Evacuation of the Contractor

(1) Evacuation of all contract terminations. The Contractor has the right to undertake to evacuate the site on its own initiative of machinery, equipment, facilities, etc. that have not been withheld for satisfaction in accordance with the provisions of subparagraph (4) of Paragraph 18.1.5. And bear the costs of evacuation and demolition of temporary facilities. The Contractor provides the necessary conditions for this purpose.

(2) Evacuation of partial contract termination. Upon receipt of the notice from the Contractor to evacuate the site, the Contractor shall dismantle and evacuate the site at its own expense of the surplus machinery, equipment, facilities, etc. (excluding the machinery and implements that have been compensated in accordance with paragraph 18.1.5 (4), etc.). The Contractor provides the necessary conditions for this purpose.

18.1.7 The right to continue with the implementation of the works after the termination of the contract. The Contractor may continue to complete the Works or entrust other Contractors to continue to complete the Works. The Contractor shall have the right to use with other Contractors the materials of the permanent works transferred, as well as the design documents, implementation documents and information prepared by the Contractor for the Works, as well as the use of facilities, machinery and equipment withheld in satisfaction in accordance with paragraph 18.1.5 (4).

**18.2 The Contract shall be terminated by the Contractor**

18.2.1 The Contract shall be terminated by the Contractor. The Contractor shall have the right to notify the Contractor in writing of the termination of the Contract, but to inform the Contractor 15 days before notice of rescission is given for the following reasons:

(1) The contractor is delayed in payment for more than 60 days, or according to 4. 6.4 The Contractor requests to resume work, but the Contractor has notified the resumption of work within 180 days;

(2) The contractor substantially fails to perform its obligations in accordance with the contract, affecting the contractor's suspension of implementation of the work for more than 30 days;

(3) The Contractor fails to submit a letter of guarantee for payment as agreed in Paragraph 14.2.2;

(4) the occurrence of a force majeure event under Treaty 17 that makes it impossible or unnecessary to continue to perform the principal obligations of the contract;

(5) The Contractor is bankrupt, ceases business or enters into liquidation proceedings, or circumstances indicate that the Contractor will enter into insolvency and/or liquidation proceedings, or the Contractor is unable to pay the contract amount.

Upon receipt by the Contractor of termination of the Contract pursuant to subparagraphs (1), (2) and (3) of this paragraph, and the Contractor subsequently pays, or agrees to resume work, or continues to perform its obligations, or provides a letter of guarantee for payment, the Contractor shall arrange and resume normal work as soon as possible. As a result, in the event of delays in the critical route, the completion date is postponed and the contractor's increased costs are borne by the contractor.

18.2.2 After giving notice of termination, the Contractor has the right to cease and the work that must be carried out as follows:

(1) cease all further work except for the protection of life, property, engineering safety, clean-up and work that must be performed;

(2) Hand over the completed permanent works and the engineering materials provided by the contractor (including those kept on site, ordered, processed and manufactured, in transit, and not yet handed over at the site). Before the handover, the contractor is obliged to properly store, maintain and maintain the completed works and purchased works;

(3) Hand over the design documents, drawings, materials, operation and maintenance manuals, construction organization design, quality inspection materials, completion materials, etc. that have been paid and have been completed and to be completed. At the request of the Contractor, the Contractor shall submit to the Contractor at the agreed price after payment of the relevant design documents, drawings and materials, etc., which have been completed but not yet paid, shall be submitted to the Contractor at the agreed time.

(4) Submit the full contract and the implementation of the contract to the contractor, and the contractor shall bear its expenses.

(5) at the request of the Contractor, the Contractor transfers the subcontract to the name of the Contractor and/or the Contractor's designated party, including permanent works and their materials, and related work;

(6) Destroy all information provided by the contractor and a backup of its related data and materials in the documents and materials retained by the contractor.

18.2.3 Settlement information on the date of termination of the contract

Pursuant to paragraph 18.2.1, upon receipt of notice of termination of the contract, the Contractor shall agree with the Contractor on the amounts incurred for the works that have been incurred, including: advance payments under Section 14.3, Advance Payments in Section 14.4, Payments for Adjustment of the Contract Price in Section 13.7, Provisional Deduction and Payment of Warranty Payments under Section 14.5, Amounts claimed under Section 16.2, Payments in supplementary agreements to this Contract, and increases or decreases under any provision of the Contract, as well as Contractors' demolition of temporary facilities and machinery, Costs of evacuation of equipment, etc. to the location of the Contractor's enterprise (in the event of force majeure under paragraph 18.2.1 (4), the costs of evacuation shall be borne by the Contractor). The contract payment agreed upon by both parties shall be used as the basis for settlement on the date of termination.

18.2.4 Settlement after termination of the Contract

(1) The parties shall settle the balance of the receivables and payables of the parties at the time of rescission in accordance with the settlement information on the date of termination in accordance with paragraph 18.2.3. Thereafter, the Contractor shall return to the Contractor the Letter of Guarantee for Payment submitted by the Contractor in accordance with paragraph 14.2.2 and the Contractor shall return to the Contractor the Letter of Guarantee for Performance submitted by the Contractor in accordance with paragraph 14.2.1.

(2) If the contractor still has an undegraded advance payment at the time of termination of the contract, the contractor may deduct it according to the agreed deduction of the advance payment deduction in paragraph 14.3.3, and thereafter, the advance payment guarantee shall be returned to the contractor.

(3) If the Contractor has other outstanding balances of receivables at the time of termination of the Contract, the Contractor may proceed from 14.2 Deductions are made from the payment guarantee submitted by the contractor as agreed in paragraph 2, thereafter the payment guarantee shall be returned to the contractor.

(4) If the contractor has other outstanding balances of receivables at the time of termination of the contract, and the contract does not stipulate that the contractor shall be in accordance with 14.2 When paragraph 2 submits the letter of guarantee for payment, the contract issuer shall, in accordance with the provisions of paragraph 18.2.3, pay the balance and interest owed at the interest rate of the same type of loan of the Chinese Bank for the same period from the date of settlement of the settlement of the information after the date of termination of the contract by consensus. If the Contractor remains unpaid within 60 days thereafter, the Contractor shall be entitled to settle the dispute and award in accordance with Article 16.3.

(5) If the Contractor has not been able to pay the balance of payment to the Contractor at the time of termination of the Contract, the Contractor shall be entitled to settle in accordance with subparagraphs (2) to (4) of the settlement after the termination of the Contract as agreed in paragraph 18.1.5.

18.2.5 Evacuation of the Contractor. Upon termination of the contract, the Contractor shall evacuate the Site of all materials, implements, equipment and facilities other than those required for security purposes.

**18.3 Matters after termination of the Contract**

18.3.1 The payment agreement shall remain in force

After the termination of the contract, the settlement and payment agreement after the termination of the contract by the contract issuer or the contractor shall remain valid until the settlement of the termination of the contract is completed.

18.3.2 Disputes over Termination of Contract

If there is a dispute between the two parties to the contract over the termination of the contract or the settlement of the date of termination, it shall be settled by means of friendly consultation. If there is still a dispute after friendly consultation, or if one party does not accept friendly consultation, it shall be settled in accordance with the agreement of the dispute and the award in paragraph 16.3.

**Article 19 Entry into force and termination of the contract**

**19.1 Entry into force of the Contract.**

The contract entry into force agreed in the contract agreement shall take effect on the date on which the conditions for the entry into force of the contract are satisfied.

**19.2 Number of Contracts**

The number of copies of the original contract, the number of copies of the contract, and the number of copies to be held by both parties to the contract shall be stipulated in the special clause.

**19.3 Post-Contractual Obligations**

After the termination of the contract, the parties to the contract shall follow the principle of good faith and perform obligations such as notification, assistance and confidentiality.

**Article 20 Supplementary Provisions**

The specific agreements, supplements or modifications of the contents of these General Terms and Conditions by the parties shall be agreed in the Special Terms.

**Part III Exclusive Terms**

**Article 1** **General Provisions**

**1.1 Definitions and Interpretations**

1.1.51 Other circumstances agreed upon by the parties to be treated as force majeure are as follows:

1.1.52 The parties shall, in accordance with the characteristics of the works in this contract, supplement other definitions agreed upon:

**1.3 Language and Writing**

This contract uses language in addition to Chinese.

**1.4 Governing Law**

The parties to the contract need to express the laws, administrative regulations and local regulations:

**1.5 Standards, Specifications**

1.5.1 Standards and specifications (name) applicable to this contract:

1.5.2 The name, number of copies and time of the foreign standard and specification provided by the Contractor:

1.5.3 Agreements not specified in written norms or standards:

Technical requirements and submission time of the contractor:

Time when the Contractor submitted the method of implementation:

**1.6 Confidentiality**

Commercial confidentiality agreement (name) signed by both parties: as an annex to this contract.

Technical confidentiality agreement (name) signed by both parties: as an annex to this contract.

**Article 2** **Contractor**

**2.2 Representative of the Contractor**

Name of the Contractor's Representative:

Position of the Contractor's Representative:

Responsibilities of the Contractor's Representative:

**2.3 Supervisor**

2.3.1 Name of the supervising unit:

Engineering Director Manager Name:

Scope of supervision:

Contents of the supervision:

Supervisor's Authority:

**2.5 Security Responsibilities**

2.5.1 Agreement on on-site security responsibilities. Choose one of the following two as an agreement between the parties to the contract for the responsibility of on-site security.

□ the contractor is responsible for the centralized management of security

□ entrusted the contractor to be responsible for security management

2.5.2 Division of responsibilities in the security area and the agreement on the relevant security systems, responsibility systems and reporting systems of the two parties:

**Article 3** **Contractors**

**3.1 General duties and powers of the Contractor**

3.1.3 The type, name, requirements, reporting period, time and number of reports to be submitted by the Contractor, as agreed by the parties to the Contract:

**3.2 Project Manager**

3.2.1 Project Manager Name:

Project Manager Responsibilities:

Project Manager Permissions:

Breach of contract for the unauthorized replacement of project managers or project managers who work part-time as other project managers:

If the project manager does not reach the number of days agreed in the contract during the on-site time per month, he shall pay liquidated damages to the contractor for each less day.

If the person in charge of construction does not reach the number of days agreed in the contract each month on site, he shall pay liquidated damages to the contractor for each less day.

**3.8 Subcontracting**

3.3.1 Subcontracting Conventions

Agreed subcontracting work items:

**Article 4 Schedules, delays and suspensions**

**4.1** **Project Schedule**

4.1.1 The critical path in the project schedule and the principle of determining the critical path change:

 Number and timing of submission of the project schedule by the contractor:

**4.3 Procurement Schedule**

4.3.1 Number and date of submission of the procurement schedule:

4.3.2 Procurement Start Date:

**4.4 Construction Schedule**

4.4.1 Construction schedule (expressed in form or text)

Name, number of copies and time to submit key individual project construction plans:

Name, number of copies and time of submission of the construction plan for key sub-projects:

**4.5 Compensation for Delay**

If the completion date is delayed due to the contractor's reasons, the amount of the delayed compensation for each 1 day is % of the contract price of the contract agreement or the amount in RMB: and the cumulative maximum compensation amount is % of the contract price of the contract agreement: % or the amount of RMB is: .

**Article 5** **Technology and Design**

**5.1 Production technology, architectural art modeling**

5.1.1 Production process technology and/or architectural design schemes provided by the Contractor

According to the characteristics of the project assessment, choose one of the following types as an agreement between the two parties.

* According to the quantity assessment, the project assessment guarantee value and /or the use of the function description:
* According to the individual project assessment, the guarantee value of each single project assessment and /or the use of the function description:

5.1.2 The Contractor shall provide production process technology and/or architectural design schemes

Among them, the project and /or single project trial operation assessment guarantee value and/or use function that the contract issuer should undertake are described as follows:

The project and /or single project trial operation assessment guarantee value and/or use function to be undertaken by the contractor are described as follows:

**5.2 Design**

5.2.1 Obligations of the Contractor

(1) Provide basic information of the project. Category, content, number of copies and timing of the project's basic information provided by the contractor:

(2) Provide on-site obstacle information. Category, content, number of copies and timing of the on-site obstacle information provided by the contractor:

5.2.2 Obligations of the Contractor

(1) Upon agreement between the parties to the contract, the following parts of the basic information of the project and the on-site obstacle information provided by the contractor may be further requested in accordance with the following time periods agreed in this paragraph

5.2.4 Operation and maintenance manual

Number of copies of the operating instructions, analysis manuals and submission deadlines submitted by the contractor:

Number of copies of the operation and maintenance manual submitted by the contractor and deadline for submission:

5.2.5 Number of copies and submission times of design documents

Number of copies and submission times of design documents, materials and drawings during the planning and design phase:

Number of copies and submission times of design documents, materials and drawings during the preliminary design phase:

Number of copies and submission times of design documents, materials and drawings during the technical design phase:

Number of copies and submission times of design documents, materials and drawings during the construction drawing design phase:

**5.** **3 Design phase review**

5. 3.1 Design review phase and review meeting time

Design Phase of the Project (Name):

Design review phase and timing of its review meeting:

**Article 6** **Engineering materials**

**6.1 Provision of engineering materials**

6.1.1 Engineering materials provided by the Contractor

(1) Category and estimated quantity of engineering materials:

6.1.2 Engineering materials provided by the Contractor

(1) Category and estimated quantity of engineering materials:

(3) Category or (and) list of productive materials tested after completion:

**6.2 Inspection**

6.2.1 Engineering inspection and reporting

(1) Report submission diary, report content and number of submissions:

**6.3 Procurement of imported engineering materials,**

6.3.1 The party responsible for the procurement and the method of procurement:

**6.6 Custody and surplus of engineering materials**

6.6.1 Custody of engineering materials

Categories and estimated quantities of engineering materials entrusted to the contractor in custody:

Time for the contractor to submit the custody and maintenance plan:

Warehouses, yards, facilities and equipment provided by the Contractor:

**Article 7** **Construction**

**7.1 Obligations of the Contractor**

7.1.3 Entry Conditions and Entry Date

Entry conditions for the contractor:

Date of entry of the Contractor:

7.1.4 Temporary provision of water and electricity and laying of nodes

Types of temporary water, electricity, etc. provided by the contractor, and the unit price of the withdrawal fee:

7.1.10 Other obligations performed by the Contractor:

**7.2 Obligations to contractors**

7.2.2 Design of construction organization

Number and time to submit the overall construction organization design of the project:

The name, number of copies and time of the construction organization design of the main single project and the main sub-project project that need to be submitted:

7.2.3 Submit information on temporary occupation

Time of submission of provisional land information:

7.2.4 Provide information such as temporary water and electricity

The contractor needs quality such as water and electricity, normal consumption, peak quantity and use time:

The contractor can meet the types and quantities of water, electricity, etc. for the construction of temporary water:

Submission time of node location data such as hydropower:

7.2.12 Costs of cleaning up the site:

7.2.13 Other obligations performed by the Contractor:

**7.4 Human and Machine Resources**

7.4.1 Format, content, number of copies and submission times of the Human Resources Plan Schedule:

Report format, number of copies, and reporting period for human resources actual entry:

7.4.2 Format, content, number of copies and submission times of the main implement plan list:

The report format, number of copies and reporting period of the actual entry of the main machine:

**7.5 Quality and Inspection**

7.5.2 Quality inspection site and participating parties

Locations, standards and forms of tripartite participation:

The locations, standards and forms of the two parties participating in the examination:

Parts, criteria and forms of third-party inspections:

Parts, standards and forms of the contractor's self-inspection:

**7.6 Concealed works and intermediate acceptance**

7.6.1 Concealed works and intermediate acceptance.

Classification, location, quality inspection content, standards, forms and agreements of the participants in the hidden project and intermediate acceptance parts that require quality inspection:

**7.8 Occupational health, safety and environmental protection**

7.8.1 Occupational health, safety and environmental protection management

(2) Number and time of submission of occupational health, safety and environmental management plans:

**Article 8** **Completion test**

This contract consists of an as-built test phase / does not include an as-built test phase. Retain one of them as an agreement between the parties.

**8.1 Obligations of completion tests**

8.1.1 General Obligations of the Contractor

(4) Completion test plan

Number and timing of submission of as-built test plans:

**Article 9 Project Acceptance**

9.1 Project Reception

9.1.1 Received by individual project or/and by project

Choose one of the following two cases as an agreement accepted by both parties to the project.

□ the contractor shall be responsible for guiding the contractor to carry out the post-completion test of a single project or/or project, and bear the responsibility for the assessment of the trial operation, the order and time arrangement of receiving the individual project, or the time arrangement for accepting the project, are as follows:

□ the contractor is responsible for the post-completion test of a single project or/or project and its trial operation assessment responsibility, the order and time arrangement of the individual projects to be received, or the time arrangement for accepting the projects is as follows:

9.1.2 Receiving submissions from the Project

Type, content, number of copies and time of submission of as-built test data:

**Article 10** **Post-completion test**

This contract contains the Contractor's knowledge of the post-completion test / does not include the Contractor's knowledge of the post-completion test. Retain one of them as an agreement between the parties.

**10.1 Rights and Obligations**

10.1.1 Rights and Obligations of the Contractor

(6) Other obligations and work:

10.1.2 The Contractor's Responsibilities and Obligations

(2) The number of copies and completion time of the test plan after completion:

(7) Other obligations and work:

**10.2 Post-completion test procedures**

10.2.5 Notification of the date of the test after completion

Agreement on the start date of the test after completion of a single project or/or project:

**10.3 Post-completion test and trial operation assessment**

10.3.3 Trial Operation Assessment

(3) Trial operation assessment cycle: hours (or days, weeks, months, years)

**10.6 Failure to pass the assessment**

(1) Compensation for failure to pass the trial run assessment

1) Compensation for failure of the production process technology or architectural design scheme provided by the contractor to pass the trial operation assessment

According to the project situation, choose one of the following ways as the assessment compensation agreement between the two parties,

* The amount of compensation (or compensation formula) for each individual project is as follows:
* Amount of compensation for the project (or compensation formula):

2) Compensation for failure of the production process technology or architectural design scheme provided by the contractor to pass the trial operation assessment

thereinto

The amount of compensation (or formula of compensation) for which the Contractor should bear the relevant liability are:

**10.7 Certificate of Assessment and Acceptance**

10.7.1 Select one of the following methods as an agreement on the issuance of post-completion test and assessment acceptance certificates.

□ will issue post-completion test and assessment acceptance certificates according to the project

□ will issue post-completion test and assessment acceptance certificates according to individual projects and projects

**Article 11 Quality Warranty Liability**

**11.2 Warranty for Liability for Defects**

11.2.1 Amount of Warranty for Liability for Defects

The amount of the warranty for liability for defects is % of the contract price agreed in the contract agreement.

11.2.2 Temporary deduction of the amount of warranty for defect liability

The amount of the warranty for defect liability is temporarily withheld:

**Article 12** **Project Completion and Acceptance**

**12.1 Completion information and completion acceptance report**

12.1.1 Completion data and completion acceptance report

Format, number of copies and submission time of the as-built acceptance report:

Format, number of copies and submission time of complete as-built materials:

**Article 13** **Changes and Contract Price Adjustments**

**13.** **2 Change scope**

13.2.6 Other Changes

According to the characteristics of this project, the two parties agree on the scope of other changes:

**13.5 Determination of the change price**

13.5.4 Other methods of changing the price agreement:

**13.6 Benefit Sharing for Proposed Changes**

Proposed changes to the benefit-sharing agreement:

**Article 14** **Total contract price and payment**

**14.1 Total Contract Price and Payment**

14.1.2 Payment

(2) The bank and bank account designated by the contractor:

**14.2 Warranties**

14.2.1 Performance Guarantee

Choose one of the following methods as an agreement between the parties on the performance guarantee.

* The contractor does not submit a performance guarantee.

□ the format, amount and timing of the contractor's submission of the performance guarantee:

14.2.2 Payment Guarantee

Choose one of the following methods as an agreement between the parties to the payment guarantee.

* The contractor does not submit a letter of guarantee for payment.

□ the format, amount and timing of submission of the payment guarantee by the contractor:

14.2. 3 Advance Payment Guarantee

Select one of the following methods as an agreement between the parties to the advance payment guarantee.

* The Contractor does not submit an advance payment guarantee.

□ the format, amount and timing of submission of the advance payment guarantee by the Contractor:

**14.3 Advance Payments**

14.3.1 Amount of Advance Payment

The amount of the prepayment is:

14.3.3 Deduction of Advance Payment

(1) Deduction method, deduction ratio and deduction schedule of prepayment:

**14.4 Progress payment**

14.4.1 Project Progress Paragraph

Payment method, payment conditions and payment time of the progress payment:

14.4.2 Other Progress Paragraphs

Other progress sections are:

**14.5 Temporary deduction and payment of warranty for liability for defects**

14.5.2 Payment of Warranty for Liability for Defects

(2) The format, amount and time of the warranty letter of warranty for liability for defects:

**14.6 Apply for payment on a monthly basis for the progress of the project**

Format, content, number of copies and submission time of the Monthly Payment Request Report:

**14.7 Request payment in accordance with the Payment Schedule**

Number of payment periods, amount of payment per instalment, progress of the main plan image to be achieved in each period and progress of the main plan quantity:

Format, content, number of copies and submission time of the payment request report:

**14.12 Settlement of Completion**

14.12.1 Submit the settlement information of the completion

Format, content and number of copies of as-built settlement information:

**Article 15 Insurance**

**15.1 Insurance of the Contractor**

15.1.1 The parties to the Contract agree that the Contractor shall be responsible for the type of insurance, the scope of insurance, the amount of insurance, the duration of the insurance and the duration of its validity:

**15.2 All Risks and Third Party Liability**

The insured of all risks of civil works and the relevant requirements for insurance:

The insured of all risks of installation works and completion tests and the relevant requirements for insurance:

Third party liability insurance and the relevant requirements for insurance:

**Article 16** **Breach of Contract, Claims and Awards**

**16.3 Disputes and Awards**

16.3.1 Dispute Resolution Procedures

If, within 30 days from the date of submission of the dispute to mediation, there is still a dispute between the two parties, or if either party to the contract does not agree to mediation, one of the following methods shall be selected as an agreement between the two parties to resolve the disputed matters.

* Submit it to CIETAC for arbitration in accordance with the arbitration rules in force at the time of application for arbitration. The arbitral award shall be final and binding on both parties.
* File a lawsuit with the local people's court.

**Article 19** **The entry into force of the contract and the** **termination of the** **contract**

**19.** **2 Number of contracts**

Original copy of this contract: in duplicate, copy of contract in duplicate: in duplicate. Number of original copies to be held by both parties to the contract: , Number of copies:

**Article 20** **Supplementary Provisions**

**20.** **1 The content of the contracted project and the scope of work under the contract are divided:**

**20.2 List of individual works under the** contracting **contract**:

**20.3 Sub-table of the contract price list:**

**20.4 Other Contract Annexes:**

# Chapter 5 Quotation List

### 1. Comprehensive description of the quotation list

1.1 The scope of the general contracting quotation of the project generally includes the survey fee, the design fee, the construction and installation project fee, the equipment purchase fee, the other cost of the general contract and the provisional amount (specifically refer to the "Specification for the Measurement of the General Contracting of Housing Construction and Municipal Infrastructure Projects"),the bidder should fully understand the location of the construction site, the surrounding environment, the road, the loading and unloading, the custody, the installation restrictions and other elements that affect the bidding quotation. Bidders bid and offer bids according to the bidding design and combined with market conditions. The tender shall be quoted in accordance with the relevant pricing requirements in the solicitation documents and on the basis of the following grounds, but not less than the cost.

(1) 本Tender documents and their supplementary notices and Q&A minutes；

(2) Refer to the "Code for The Valuation of the Bill of Quantities for Construction Projects" (GB50500-2013) and its 9 calculation specifications;

(3) Valuation measures issued by the competent departments of national or provincial or industrial construction;

(4) Enterprise quota, the valuation quota issued by the national or provincial or industry construction authorities;

(5) Bid design documents and related materials;

(6) The construction site situation, project characteristics and the proposed design or construction plan of the bidding construction organization;

(7) Technical information such as standards, specifications and procedures related to the construction project;

(8) Market price information or project cost information issued by the project cost management agency;

(9) Other relevant information.

1. 2 The scope of risks required of the bidder in the solicitation documents and the associated costs shall be taken into account in the tender quotation.

1. 3 The total bid price represents the sum of the amounts to be paid by the bidder in the tender documents and the total cost incurred to carry out, complete the tender work and repair defects and to perform all responsibilities and obligations within the risk range agreed in the tender documents.

1.4 Other requirements regarding tender quotations:

**2． Design Pricing Principles:**

**3． Construction pricing principles:**

**4． Procurement pricing principles:**

**5． Additional Notes:**

# Chapter VI Requirements of the Contractor

The contractor's requirements should be as clear and accurate as possible, and for the work that can be quantitatively evaluated, the contractor requires not only to clearly stipulate its production capacity, function, use, quality, environment, safety, but also to specify the scope and calculation method of the deviation, as well as the specific requirements of inspection, testing and trial operation. The relevant equipment and services provided by the contractor, the training of the contractor's personnel and the provision of some consumables, etc., shall be clearly stipulated in the requirements of the contractor.

Contractor requirements typically include, but are not limited to, the following:

First, the functional requirements

(1) The purpose of the project.

(2) The scale of the project.

(3) Performance assurance indicators (performance guarantee table).

(4) Capacity guarantee indicators。

Second, the scope of the project

(1) Overview

(b) included work

1. Design, procurement and construction scope of permanent projects.

2. Design and construction scope of temporary works.

3. Scope of work for completion and acceptance.

4. Scope of work of technical services.

5. Scope of work of the training.

6. Warranty Scope of Work.

(3) Work boundary areas

(4) The on-site conditions provided by the contract issuer

1. Construction electricity.

2. Construction water.

3. Construction drainage.

(5) The technical documents provided by the contract issuer

Unless otherwise approved, the contractor's work is subject to the following technical documentation of the contractor:

1. Contractor's request for a task letter.

2. The design file completed by the contractor.

Third, the process arrangement or requirements (if any)

4. Time requirements

(1) Start working hours.

(2) Design completion time.

(3) Schedule plan.

(4) Completion time.

(5) Defect liability period.

(6) Other time requirements.

Fifth, technical requirements

(1) Design stage and design tasks.

(2) Design standards and specifications.

(3) Technical standards and requirements.

(4) Quality standards.

(5) Design, construction and equipment supervision, testing (if any).

(6) Samples.

(7) Other conditions provided by the contractor, such as the design and process provided by the contractor or a third party entrusted by the contractor, including tools for testing and inspection, etc., and the requirements for the contractor to be matched accordingly.

Note: The technical standards and requirements in this section shall be extracted by the bidders according to the current norms, standards and procedures of the country, industry, project location, etc., as well as the specific conditions of the project.

6. Completion test

(1) The first stage, such as the requirements for bicycle testing, etc., including preparation before the test.

(2) The second stage, such as the requirements for linkage testing, feeding testing, etc., including personnel, equipment, materials, fuel, electricity, consumables, tools and other necessary conditions.

(3) The third stage, such as the requirements for performance tests and other completion tests, including production capacity indicators, product quality standards, operating indicators, environmental protection indicators, etc.

7. Completion and acceptance

VIII. Post-completion test (if any)

IX. Document requirements

(1) Design documents, and their relevant approval, approval and filing requirements.

1. Composition of design and design documents: design instructions, drawings, etc

2. The depth of the design file

3. Format requirements for design files

4. Design document number requirement

5. Carrier requirements for design documents

(1) Requirements for paper versions

(2) Requirements for electronic version

(3) Other requirements

6. Design file display board, model, sand table, animation requirements

7. Other requirements for design documents

(2) Communication plan.

(3) Risk management plan.

(4) Completion documents and other records of the project.

(5) Operation and maintenance manual.

(6) Other contractor documents.

10. Provisions on project management

(1) Quality.

(b) Progress, including milestone schedules, if any.

(3) Payment.

(4) HSE (Health, Safety and Environment Management System).

(5) Communication.

(6) Changes.

11. Other requirements

(1) The qualification requirements for the main personnel of the contractor.

(2) Handling of relevant approvals, approvals, and filing formalities.

(3) Operational training for project owner personnel.

(4) Re-issuance of contracts.

(5) Subcontracting.

(6) Equipment suppliers.

(7) Service requirements during the defect liability period.

**The contractor requests a list of attachments**

Annex I: Performance Guarantee Table

Annex II: Map of work boundaries

Annex III: Contractor's Request Task Letter

Annex IV: Design documents completed by the contractor

Annex V: Contractor documentation requirements

Annex VI: Qualification Requirements and Review Provisions for Contractor Personnel

Annex VII: Provisions on the Review of Contractor Design Documents

Annex VIII: Provisions for review and approval of procurement by contractors

Annex IX: Provisions on Materials, Engineering Equipment and Engineering Testing

Annex X: Provisions for Completion Tests

Annex XI: Completion Acceptance Regulations

Annex XII: Post-completion test regulations

Annex XIII: Provisions on Project Management

# Chapter VII Information provided by the Contractor

1. Project Overview

Including the project name, construction unit, construction scale, project geographical location, surrounding environment, tree conditions, cultural relics, address landform, climate and meteorological conditions, road traffic conditions, municipal conditions, etc.

2. Information provided by the contractor

1. Underground pipeline data, meteorological and hydrological observation data, relevant data of adjacent buildings and structures, underground works, and other construction projects in the construction site and adjacent areas, such as water supply, drainage, power supply, gas supply, heat supply, communication, radio and television, etc., as well as other original materials related to construction projects.

2. Locate the datum point, datum line, and datum level of the release line.

3. Relevant approval, approval and filing materials obtained by the contractor, such as planning permits.

4. Survey information provided by the contractor (if any)

5． Technical standards and specifications provided by the contractor

6. Other Information.

# Chapter VIII Tender File Formats

## Cover (Business Standard)

(Name of project, lot) General contracting bidding

**Tender documents**

Business Standard

Lot Number:

Bidder: (stamped with a unit)

Legal representative: (signature or seal).

or its principal agent: (signature or seal).

Year Month Day

**Tender letter**

1. According to the bidding documents of the general contracting of the project with your project number (project name) as the project number (bidding number), in accordance with the relevant provisions of the Law of the People's Republic of China on Bidding and Bidding, after exploring the project site and studying the bidding instructions, contract terms, engineering construction standards, and requirements of the contractor And other relevant documents, we are willing to use the RMB (capital) yuan (RMB¥ yuan) of the project general contracting quotation, the total construction period calendar day, according to the contract to implement the project's □ design - procurement - construction **/** □ design - construction General contractor and assume warranty responsibility for any quality defects. We guarantee that the quality of the project meets the standards. We intend to send the general contracting project manager (name) [Vocational Qualification Certificate (Title Certificate) Number: ].

2. We undertake that there is no circumstance provided for in Articles 1.4.3 and 1.4.4 of Chapter II, "Notice to Bidders".

3. We undertake to send the project leader to meet the relevant requirements for whether the project leader has a project under construction in Item 1.4.1 of Chapter 2 "Notice to Bidders".

4. We promise not to commit fraud and collusion in the bidding process, and are willing to bear all legal responsibilities caused by fraudulent and collusive bidding.

5. We undertake not to modify or revoke the bidding documents during the validity period of the bidding.

6. If we win the bid:

(1) We undertake to sign a contract with you within the time limit specified in the notice of winning the bid after receiving the notice of winning the bid.

(2) The content of the projects we have completed by ourselves is: and the content of the projects we intend to subcontract is: .

(3) We undertake to submit a performance guarantee to you in accordance with the provisions of the solicitation documents.

(4) We undertake to complete and hand over all contracted works within the time limit agreed in the contract.

7. Others:

Bidder: (stamped with the official seal of the unit).

Unit Address:

Legal representative or his entrusted agent: (signature or seal).

Zip code:

Phone:

Fax:

Date: Year Month Day

### Appendix to the Tender Letter

|  |  |  |
| --- | --- | --- |
| Term name | Agreed content | remark |
| EPC Project Manager | Name:Vocational Qualification Certificate (Title Certificate) Name and Grade:  |  |
| □ design leader | Name:Vocational Qualification Certificate (Title Certificate) Name and Grade: |  |
| □ Construction Project Manager | Name:Vocational Qualification Certificate (Title Certificate) Name and Grade: |  |
| Validity period of bids | Number of days: Calendar days (from the bid deadline) |  |
| Duration | Total duration: days,Design start date:  yearmonthdayCommencement date:  yearmonth dayProject Completion Date:  YearMonth.5Node Duration: |  |
| Whether to accept the terms of the contract in the solicitation documents | be |  |
| Whether to respond to the technical standards and requirements in the solicitation documents | be |  |
| Engineering quality | □ design:□ Procurement:□ construction:□ Others: |  |
| Re-contracting works |  |  |
| Subcontracted works |  |  |
| Whether to respond to the scope of the tender in the solicitation documents | be |  |
| ...... |  |  |

### Proof of identity of the legal representative

Bidders:

Unit Nature:

Address:

Founded: Year, Month, Day

Operating period:

Name: Gender:

Age: Position:

is the legal representative (name of the bidder).

Proof is hereby given.

Bidder: (stamped with the unit seal)

 Year Month Day

### Power of Attorney

I (name) is the legal representative of (name of bidder) and is now entrusted (name) as our agent. The legal consequences of signing, clarifying, explaining, correcting, submitting, withdrawing, modifying (project name) EPC bidding documents, signing contracts and handling related matters in our name shall be borne by us in accordance with the authorization.

Delegate period: .

The agent does not have the right to sub-delegate.

Attached: Proof of identity of the legal representative

Bidder: (stamped with the unit seal)

Legal representative: (signed)

Identity Card Number:

Authorized Agent: (Signature)

Identity Card Number:

 Year Month Day

**Basic information table for bidders**

|  |  |
| --- | --- |
| Bidder name |  |
| Registered address |  | Zip code |  |
| Contact details | Contact |  | Phone |  |
| fax |  | URL |  |
| Enterprise unified social credit code |  |
| legal representative | name |  | Technical title |  | Phone |  |
| Technical Leader | name |  | Technical title |  | Phone |  |
| Date of establishment |  | Total number of employees: |
| Enterprise qualification level |  | thereinto | General Contracting of Worksproject manager |  |
| Business license number |  | Senior professional title personnel |  |
| Registered capital |  | Intermediate title personnel |  |
| Bank opening account |  | Junior title personnel |  |
| Account |  | mechanic |  |
| Scope of business |  |
| remark |  |

Note: Each party to the consortium is filled in separately

**Composition table of project management bodies**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| serial number | office | name | Proof of practicing or professional qualifications | job title | remark |
| The certificate name | level | Certificate number | Professional title | level |  |
| 1 | EPC Project Manager |  |  |  |  |  |  |  |
| 2 | devise |
| 2.1 | Head of design |  |  |  |  |  |  |  |
| 2.2 | ...... |  |  |  |  |  |  |  |
| 3 | construction |
| 3.1 | Construction Project Manager |  |  |  |  |  |  |  |
| 3.2 | ...... |  |  |  |  |  |  |  |
| 4 | Procurement (if any) |
| 4.1 | Purchasing Manager |  |  |  |  |  |  |  |
| 4.2 | ...... |  |  |  |  |  |  |  |
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### Curriculum vitae of EPC project managers and key project managers

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| name |  | gender |  | age |  |
| office |  | job title |  | Degree |  |
| The name and grade of the vocational qualification certificate (professional title certificate) and the certificate number |  | specialized |  |
| Participate in working hours |  | Years of experience as a project manager |  |
| Work resume |
|  |

**Note: This table clearly requires the specific personnel to be filled in in the bidding documents according to the specific characteristics of the project**

### List of similar project performance of bidders (EPC project managers).

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| serial number | The name of the contractor | The project nameand the construction site | constructionscale | projectmanger | Contract amount(Million Yuan) | Commencement completeddate |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
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### Proposed re-contracting schedule

|  |  |  |  |
| --- | --- | --- | --- |
| sequencenumber | The name, scope and reason of the proposed re-contracting project | Proposed re-contractor | remark |
| The name of the person to be re-contracted | Place of registration | Enterprise qualification | Relevant performance |
|  |  | 1 |  |  |  |  |  |
| 2 |  |  |  |  |  |
| 3 |  |  |  |  |  |
|  |  | 1 |  |  |  |  |  |
| 2 |  |  |  |  |  |
| 3 |  |  |  |  |  |

Remarks: The re-contracting listed in this table is limited to the re-contracting enterprise that re-contracts all the design of the project or all the construction business (one of the two) to the design unit and the construction general contracting unit with the corresponding qualification conditions; the general contracting enterprise may re-contract the entire survey business of the project to the survey unit with the corresponding qualification conditions.

Date: Year Month Day

### Proposed subcontracting schedule

|  |  |  |  |
| --- | --- | --- | --- |
| sequencenumber | The name, scope and reason of the proposed subcontracting project | Subcontractors to be selected | remark |
| The name of the subcontractor to be selected | Place of registration | Enterprise qualification | Relevant performance |
|  |  | 1 |  |  |  |  |  |
| 2 |  |  |  |  |  |
| 3 |  |  |  |  |  |
|  |  | 1 |  |  |  |  |  |
| 2 |  |  |  |  |  |
| 3 |  |  |  |  |  |

Remarks: The subcontracting listed in this table is limited to non-main and non-critical projects within the scope of the contractor's contracted projects.

Date: Year Month Day

### Project performance information

(Omitted)

### Other Information

1. Other information required to be submitted in the solicitation documents;

2. Other information that the bidder deems necessary.

## Cover (Economy)

(Name of project, lot) General contracting bidding

**Tender documents**

Economic standard

Lot Number:

 Bidder: (stamped with a unit)

Legal representative: (signature or seal).

or its principal agent: (signature or seal).

Year Month Day

### EPC quotation

(The format is self-care, with reference to the requirements of the current pricing specifications)

### Summary table of bid sub-quotations

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| serial number | The name of the subkey | Scope, scale | Job content | Bid for quotation | remark |
| 1 | Engineering design fee |  |
| 1.1 | Design |  |  |  |  |
| 1.2 | ...... |  |  |  |  |
| 2 | Engineering procurement fees (if any) |  |
| 2.1 | Engineering Procurement |  |  |  |  |
| 2.2 | ...... |  |  |  |  |
| 3 | Construction costs |  |
| 3.1 | Engineering construction |  |  |  |  |
| 3.2 | ...... |  |  |  |  |
| EPC quotation |  |

Bidder: (stamped with the unit seal)

Legal representative or his entrusted agent: (signature or seal)

 Date: Year Month Day

Note: The format and content of the schedule of bidding and quotation can be modified and adjusted by the bidder according to the specific situation of the project.

### Detailed quotation schedule for each tender

(Omitted)

## Cover (Technical Label 1)

(Name of project, lot) General contracting bidding

**Tender documents**

Technical standard 1: design file

Lot Number:

Year Month Day

### Design the file

(refers to program design documents, preliminary design documents or professional engineering design documents)

(Meet the requirements of this tender document and scoring requirements)

## Cover (Technical Standard 2)

(Name of project, lot) General contracting bidding

**Tender documents**

Technical standard 2: project management organization program

Lot Number:

Year Month Day

### Project management organization scenarios

(Meet the requirements of this tender document and scoring requirements)