**招 标 文 件**

**Bidding Document**

**第二册**

**Volume two**

招标编号(Bid No.)：0704-2340JDCP6607

项目名称：西江24开发区项目脐带缆

Project Name：XJ24 District Development Project

货物名称：脐带缆

Name of Goods：UMBILICAL

招标人：中海石油（中国）有限公司

Tenderee：CNOOC China Limit .

招标代理机构：中化建国际招标有限责任公司

Tendering Agent：CNCCC International Tendering Co., Ltd.

二零二四年7月

JULY, 2024

**目录**

第五章 投标邀请

Section 5 Invitation for Bids

第六章 投标资料表

Section 6 Bid Data Sheet

第七章 合同专用条款（合同格式）

Section 7 Special Conditions of Contract（Contract Format）

第八章 货物需求一览表及技术规格

Section 8 Schedule of Requirements and Technical Specifications

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**第五章    投标邀请**

 **Section 5．Invitation for Bids**

招标项目名称：西江24区开发 项目 脐带缆（货物名称）

Project Name: XJ24 District Development Project Umbilical（Name of Goods）

招标编号（Bid No.）：0704-2340JDCP6607

日    期：2024年7月11日

Date : 11,july,2024

中化建国际招标有限责任公司（以下称为“招标代理机构”）受中海石油（中国）有限公司深圳分公司（以下称为“招标人”）委托，就西江24区开发项目所需部分货物及相关服务进行国际公开招标。现邀请投标人对下列货物和服务提交密封投标：

CNCCC International Tendering Co., Ltd. (hereinafter referred to as “the Tendering Agent”), entrusted by CNOOC China Ltd.\_shenzhen (hereinafter referred to as “Tenderee”), intends to purchase the Goods and the relevant services required under the project of XJ24 District Development Project by International Competitive Bidding. Bidders are kindly requested to provide the following Goods and services with sealed bids.

1. 招标条件

Bidding Conditions：

项目概况：本项目拟新建一座XJ24-7WHPA无人平台，通过脐带缆与已建XJ24-3DPPB平台连接，化学药剂系统设置在XJ24-3DPPB平台上，通过脐带缆输送至新建平台。

Project Summary：The project is developed through a new unmanned platform (XJ24-7 WHPA), The chemical injection system located on the XJ24-3DPPB platform and transported to the newly built platform through umbilical.

资金到位或资金来源落实情况：已落实。

Source of Funds: yes

项目已具备招标条件的说明：已具备。

Description of Prepared Bidding Conditions: yes

1. 招标内容：Bidding Contents:

 货物名称：脐带缆

Name of Goods: Umbilical

数量：1条

Quantity: One

主要技术规格：XJ24-3DPPB至XJ24-7WHPA一条8.831公里35kV脐带缆及附件

Main Specifications: One 35kv umbilical with length of 8.831km from XJ24-3DPPB to XJ24-7WHPA platform.

交货期：

Delivery Schedule:

投标人需满足如下交货计划中的全部交货时间和全部交货地点要求：

Delivery date: The bidder shall meet all delivery time and place requirements in the following delivery schedule:

1）脐带缆主货物及其附件：从中华人民共和国关境内提供的货物：脐带缆及其附件须在中标通知书签发后13个月内交货到深圳或惠州指定地点；从中华人民共和国关境外提供的货物：脐带缆及其附件须在中标通知书签发后13个月内DAP至深圳或惠州指定地点。

1）Umbilical and ancillaries: Shall arrive at designated location in Shenzhen or Huizhou within 13 months since bid award （From PRC） ；DAP designated location in Shenzhen or Huizhou, Guangdong Province, P. R. China within 13 months since bid award. (INCOTERMS 2020)（From outside PRC）.

2）脐带缆散件：从中华人民共和国关境内提供的货物：需在中标通知书签发后7个月内交货到中国境内指定建造场地。从中华人民共和国关境外提供的货物：须在中标通知书签发后7个月内DAP至中国境内指定建造场地。

2）Free issue items for umbilical: Shall arrive at project construction site in China within 7 months since bid award（From PRC） ；DAP project construction site in China within 7 months since bid award（From outside PRC）.

★如果交货期超过基础时间4周，则视为非响应性投标而予以否决。

★The bid document will be rejected if the delivery date is 4 weeks later than the basic time.

3. 对投标人的资格和业绩要求：

Requirements for Qualification and reference of Bidder:

（1）资格要求

Requirements for Qualification of Bidder

A．★营业执照：如果投标人为境内注册公司，投标人需提供合法有效的企业法人营业执照、税务登记证及组织机构代码证或证照合一的营业执照，并加盖公章；

如果投标人为境外注册公司，需提供有效的公司登记注册证明；

A．★Business licence：If the Bidder is domestic registered company, photocopies with Bidder’s official seal of valid business license(with independent legal person qualification), general taxpayer prove/tax registration certificate, organization code certificate shall be provided(all documents within the validity period); If the bidder is an overseas registered company, it shall provide valid company registration certificate.

B．★体系认证要求：投标人须同时具备有效的GB/T19001（或ISO9001）质量体系认证证书、GB/T24001（或ISO14001）环境管理体系认证证书，由中国国内机构发证的可在中国国家认证认可监督管理委员会网站(<http://www.cnca.gov.cn/>)核实。投标时需提供相关证书的扫描件（原件备查）；

B. ★GB/T or ISO certificates- requirement：The bidder must have valid GB/T19001 (or ISO9001) certificate and GB/T24001 (or ISO14001) certificate. The certificates which issued by China’s domestic institutions should can be verified on the website of China National Certification and Accreditation Administration (<http://www.cnca.gov.cn/>). Bidders must provide scanned copies of the certificates (original for future reference)

1. ★制造商投标要求（不接受代理）：

C. ★Bid by Manufacturer requirement （Bid by Agent is not accepted）

投标人应为所投货物的制造商。本次招标不接受代理商投标。

C. ★Manufacturer requirement( Agent is not accepted)：The bidder shall be the manufacturer of bid goods. Bid by Agent is not accepted.The bidder shall be the manufacturer of bid goods. Bid by Agent is not accepted.

D．★是否接受联合体投标：否

D. ★Joint Venture: Not Accepted

E．未通过合法途径领取招标文件：不允许参与投标

E. Failure to obtain bidding documents through legal channels：Participation in bidding is not allowed.

（2）资质要求及证明文件：无

Requirements of Qualification of Bidder and Certificate：None

（3）★业绩要求Requirement for Bidder's reference:

2014年6月1日起至投标截止日止（以合同签署时间为准），投标人应具有至少1条适用水深大于等于90m的复合脐带缆到货业绩，以及至少1条长度大于等于8km、电压等级大于等于35kv、超级双相钢管线尺寸大于等于3/4”的脐带缆到货业绩。（或1条脐带缆同时满足上述水深、长度、电压、材质和管线尺寸要求的业绩即可）。

投标人须按规定格式提交业绩表，并提交相关业绩证明文件。业绩证明文件包括但不限于：1）销售合同复印件和2）到货接收证明文件。投标人所提交的业绩证明文件必须至少体现以下内容：合同签署时间、货物名称、项目名称、水深、长度、电压等级、液管线尺寸、液管线材质和到货接收证明。

未提交业绩证明文件，或所提供的业绩证明文件无法体现满足上述业绩要求的，均视为无效业绩。

From 1st June, 2014 to the deadline for submission of bids (subject to the time of signing the contract), the bidder shall,have at least 1 Track records of Power and Hydraulic Combined Umbilical application water depth≥90m，and at least 1 Track records of Power and Hydraulic Combined Umbilical including length≥8km, voltage grade≥35kV power cable,super duplex stainless steel tube size≥3/4 inch.（One Track record met above requirements of water depth, length, voltage grade，tubing material and tube size are acceptable.）

The Bidder shall submit reference List in given form, and provide corresponding documentary evidence. The documentary evidence shall include but not limited to: 1) copies of sales contract and 2) Receiving certificate of arrival of goods . The reference evidence certification furnished by Bidder shall as least demonstrate the content show as follows: Date of signing Contract, Name of Goods, Name of Project, water depth, length, vlotage grade, tubing size，tubing material and Receiving certificate of arrival of goods.

If no documentary evidence furnished, or documentary evidence furnished can not demonstrate the above reference requirement, the relevant reference will be deemed invalid.

1. 其他要求

Other requirements

1. ★产品生产标准要求：提供以往项目的脐带缆船级社产品认证证书，该证书需要满足ISO13628-5或API17E标准，同时投标人须承诺：本项目脐带缆产品必须按照ISO13628-5或API17E标准进行制造、测试及交付。
2. ★Production standard requirements：Provide umbilical cable classification society Product certification certificate for previous projects，which needs to meet the ISO13628-5 or API17E standards， and the bidder must promise: the product of this project must be manufactured, tested and delivered in accordance with ISO 13628-5 or API 17E.

4. 有兴趣的投标人可通过以下方式获取招标文件：从2024年7月11日开始至2024年7月16日止，请登录中国海油供应链数字化平台(https://bid.cnooc.com.cn）的招标公告页面进行购买。首次登录必须先进行注册（免费），注册成功后，方可购买招标文件。投标人须在线填写购买招标文件登记表，并在线支付标书款，支付成功后，投标人可自行下载招标文件。招标文件每套售价为200元人民币或25美元，售后不退。对于使用美元购买招标文件的投标人，需电汇至以下账号：收款人：中化建国际招标有限责任公司，收款行名称：INDUSTRIAL AND COMMERCIAL BANK OF CHINA,Beijing National Cultural and Financial Cooperation Demonstration Zone Jinjie Sub-branch，收款人账号：0200000709117000351，SWIFT CODE: ICBKCNBJBJM，收款行地址：No. 237 Wang fu jing Street, Dong cheng District, Beijing, China PR: 100006。

The interested Bidders may obtain the bidding document by following method: Please login at CNOOC BID Platform (https://bid.cnooc.com.cn) on the page of Invitation for bid for purchasing Bidding Document from July 11, 2024 to July 16，2024. For the first time of login, a registration (free of charge) is needed and only after successful registration, Bidder can purchase Bidding documents online.The bidder shall fill in the registration form for purchasing bidding documents online and pay online. After successful payment, the bidder can download the bidding documents by itself. The price of each set of bidding documents is RMB200 or USD25, and it is non refundable after sales. For the bidder who purchases the bidding documents in US dollars, it is required to wire transfer to the following account number:

Payee: CNCCC International Tendering Co., Ltd.

Bank:I NDUSTRIAL AND COMMERCIAL BANK OF CHINA,Beijing National Cultural and Financial Cooperation Demonstration Zone Jinjie Sub-branch：

Account:0200000709117000351;

SWIFT CODE: ICBKCNBJBJM，

Bank Address:No. 237 Wang fu jing Street, Dongcheng District, Beijing, China PR,100006.

1. 投标文件的递交 Submission of bid

投标截止时间（开标时间）：2024年8月1日北京时间上午9：30

The deadline for submission of bid (bid opening time):August 1，2024 Beijing Time 9:30AM

投标文件送达地点：北京市朝阳区东三环北路甲2号京信大厦29层

收件人：冯朗/杨超伟

联系方式：010-84524637

如选择邮寄方式投标，请将快递单号发送至ex\_yangchw3@cnooc.com.cn以及fenglang@cnooc.com.cn

The place for submission of bid: Floor 29,Jingxin Building,No.2A East Third Ring North Road,Chaoyang District,

Beijing;

Feng Lang/Yang Chaowei

Tel:010-84524637;

If you choose to bid by mail，please send the tracking number to：ex\_yangchw3@cnooc.com.cn and fenglang@cnooc.com.cn

在此时间后收到的投标文件恕不接受。

Any bid beyond the required time and date shall be subject for rejection.

1. 本次招标公告同时在机电产品招标投标电子交易平台（http://www.chinabidding.com）、中海油供应链数字化平台（bid.cnooc.com.cn）和中海油采办业务管理与交易系统（https://buy.cnooc.com.cn）上发布。

This Invitation for Bids will be published on the website (http://www.chinabidding.com)、CNOOC BID Platform (bid.cnooc.com.cn) and China National Offshore Oil Corporation Procurement Platform (https://buy.cnooc.com.cn) at the same time.

7.投标人在投标前应在必联网（https://www.ebnew.com）或机电产品招标投标电子交易平台（https://www.chinabidding.com）完成注册及信息核验。评标结果将在机电产品招标投标电子交易平台（http://www.chinabidding.com）、中海油供应链数字化平台（bid.cnooc.com.cn）和中海油采办业务管理与交易系统（https://buy.cnooc.com.cn）上发布。

Before bidding, the bidder should complete registration and information verification at https://www.ebnew.com or https://www.chinabidding.com .The bid evaluation results will be published on the website (http://www.chinabidding.com)、CNOOC BID Platform (bid.cnooc.com.cn) and China National Offshore Oil Corporation Procurement Platform (https://buy.cnooc.com.cn) .

8. 联系方式：Contact Information:

招 标 人：中国海洋石油集团有限公司

Tenderee:CNOOC Limited

地  址：广东省深圳市南山区后海滨路（深圳湾段）3168号中海油大厦B座45楼

Address:45F, CNOOC Tower B , No.3168, Shenzhen Bay Section, Houhaibin Road,
Nanshan District, Shenzhen, Guangdong, P.R. China

联系人：\_施书定

Contact Person: \_ShuDing，Shi\_

电话Tel：+86-0755-26334400

电子信箱Email：\_\_shishd@cnooc.com.cn

招标代理机构：中化建国际招标有限责任公司

Tendering Agent: CNCCC International Tendering Co., Ltd.

地    址：北京市东城区东直门外小街6号海油大厦四层，邮编100027

Address: Floor 4 CNOOC Tower, No. 6 Dongzhimenwaixiaojie, Dongcheng District, Beijing100027, P. R. China

联 系 人：\_\_\_冯朗

Contact Person: \_\_Feng Lang

电话/Tel：+86-010-84525786

电子信箱/Email：\_fenglang@cnooc.com.cn\_\_\_

1. 异议渠道

异议须在机电产品招标投标电子交易平台（www.chinabidding.com)和中海油供应链数字化平台（bid.cnooc.com.cn）上同时提出。

Objections need to be proposed on [www.chinabidding.com](http://www.chinabidding.com) and bid.cnooc.com.cn at the same time.

异议联系人：冯朗

Contact Person: Feng Lang

联系方式：+86-010-84525786

Tel: +86-010-84525786

**第六章 投标资料表**

**Bid Data Sheet**

本表关于要采购的货物的具体资料是对投标人须知的具体补充和修改，如有矛盾，应以本资料表为准。

The content of this section shall be deemed supplementary and amendment to Instruction to Bidder. If there is any conflict or discrepancy between Instruction to Bidder and this section, this section shall govern and prevail.

| **条款号Clause** | **内 容Content** |
| --- | --- |
| **一、说　明** |
| **1.1** | 招标人：中海石油（中国）有限公司Tenderee: CNOOC China Limited项目名称：西江24区开发项目Project Name:XJ24 District Development Project（Umbilical） |
| **1.2** | 招标人：中国海洋石油集团有限公司Tenderee: CNOOC Limited地址：广东省深圳市南山区后海滨路（深圳湾段）3168号中海油大厦B座45楼 Address:45F, CNOOC Tower B , No.3168, Shenzhen Bay Section, Houhaibin Road,Nanshan District, Shenzhen, Guangdong, P.R. China邮编：518000Post Code: 518000联系人： 施书定 Contact Person: ShuDing,Shi\_联系电话：+86-0755-26334400Tel. No.:电子邮箱：\_shishd@cnooc.com.cnEmail:\_\_\_\_\_shishd@cnooc.com.cn\_\_\_\_\_\_\_\_**招标代理机构：中化建国际招标有限责任公司****Tendering Agent : CNCCC International Tendering Co., Ltd.**地址：北京市东城区东直门外小街6号海油大厦4层Address: Floor 4 CNOOC Tower, No. 6 Dongzhimenwaixiaojie, Dongcheng District, Beijing100027, P. R. China邮编：100027Post Code: 100027联 系 人：冯朗\_\_\_\_\_\_\_\_\_Contact Person: Fenglang电话+86 10 84525786\_\_\_\_\_\_\_\_\_\_\_Tel. No.:+86 10 84525786电子信箱：fenglang@cnooc.com.cnEmail :fenglang@cnooc.com.cn |
| **1.3** | 项目概况：本项目拟新建一座XJ24-7WHPA无人平台，通过脐带缆与已建XJ24-3DPPB平台连接，化学药剂系统设置在XJ24-3DPPB平台上，通过脐带缆输送至新建平台。Project overview :The project is developed through a new unmanned platform (XJ24-7 WHPA), The chemical injection system located on the XJ24-3DPPB platform and transported to the newly built platform through umbilical.资金性质：公司自有资金Financial nature: Company-owned Funds. |
| **2.8** | 投标人应当于招标文件载明的投标截止时间前在必联网（https://www.ebnew.com）或机电产品招标投标电子交易平台（https://www.chinabidding.com）（以下简称“电子交易平台”）成功注册（免费），确保可以被招标人在投标截止时间前通过电子交易平台成功查询并选取到，否则，投标人将不能进入招标程序，由此产生的后果由其自行承担。Bidders should successfully complete registration and information verification at https://www.ebnew.com or https://www.chinabidding.com (hereinafter as “the Website”) free of charge and ensure to be successfully searched and selected by the Tenderee on “the Website” prior to the deadline for submission of bids stipulated in the bidding document. Otherwise, the bidders cannot enter ie by bidders. |
| **新增2.9** | 下列任何情形出现时，其投标将被拒绝： When a bidder appears in one of the following circumstances, his bid will be rejected: 1）投标人所投产品制造商自2020年1月1日起至投标截止时间止（以问题书面认定材料出具时间为准）出现重大质量问题，且经过官方机构或第三方权威机构调查并出具了明确的书面证据，认定应由制造商承担重大质量问题责任并对制造商进行处理的；The manufacturer of the products offered by the bidder has had serious quality problems from January 1, 2020 to the deadline for bidding (subject to the issuance time of written evidence), and after investigation and identification, official authority or third-party authoritative organization have issued clear written evidence determining that the manufacturer should bear the responsibility for serious quality problems and punishing the manufacturer;2）投标人在中国海油数字化供应链系统中“档案状态”为“受控”或“总冻结”的；投标人本次投标相关产品/业务在系统中“档案状态”为“品类受控”的（以供应商档案中“违规查询”中审批记录载明的品类为准，适用于全集团）；投标人供应商档案的“申请信息”中“已合作品类”下“业务状态”为“新业务冻结”或“执行冻结”的（适用于本次招标的所属单位）；The bidder has a "Controlled" or "Total Freeze" status in the "Archive Status" column in the China National Offshore Oil Corporation's digital supply chain system. The bidder's relevant products/business in this bidding have a "Category Controlled" status in the system (subject to the category specified in the approval record in the "Violation Query" section of the supplier's archive, applicable to the entire group). The bidder's "Application Information" in the supplier's archive has a "Business Status" of "New Business Freeze" or "Execution Freeze" under the "Cooperated Categories" (applicable to the unit where this bidding belongs)；3）投标人a)处于责令整顿、停业或b)财产已被接管、冻结或c)处于破产状态的；The bidder is 1）required to rectify or suspend business, or b) its property has been taken over, frozen, or 3) in bankruptcy；4）投标人在“信用中国”网站（https://www.creditchina.gov.cn/）被列入严重失信主体名单；The bidder has been listed in Major Dishonest Entity on the website of "Credit China" (www.creditchina.gov.cn)；5）投标人在全国企业信用信息公示系统（http://www.gsxt.gov.cn）被列入严重违法失信名单（黑名单）信息或营业执照登记状态为吊销或注销的；The bidder has been listed on the Blacklist on the website  (http://www.gsxt.gov.cn) or the registration status of the business license is revoked or canceled； 6）投标人在“中国执行信息公开网”网站（http://zxgk.court.gov.cn/）被列入失信被执行人名单；The bidder has been listed as Dishonest Executees on the website (http://zxgk.court.gov.cn/)；7）投标人与本招标项目其他投标人单位负责人为同一人或存在控股、管理关系的；The principal of bidder is the same person as the other bidder, or Bidder has controlling or management relationship with the other bidder；8）投标人与招标人、招标机构有利害关系且可能影响招标公正性的；Bidder has interests with the tenderee or the bidding agency and may affect fairness of bidding；9）投标人存在危害国家安全和损害中海油合法权益的情形，在涉及国家机密或商业秘密的项目中存在不遵守相关法律法规及政府主管部门要求的情形。The bidder has the situation of endangering national security and damaging the legitimate rights and interests of CNOOC, and Failure to comply with relevant laws and regulations and requirements of government departments in projects involving national secrets or trade secrets. 以上所述投标人包括联合体成员以及代理投标情形下的制造商。The bidders mentioned above include consortium members and the manufacturer in situation of authorizing agent to Bid. |
| **新增2.9.2** | ★a.投标人必须提供投标承诺书（详见格式附件6：投标承诺书）。★b.从中华人民共和国关境外提供货物及服务的投标人需承诺将在合同签署前参照附件提供《合规承诺函及出口管制物项信息确认表》（详见格式附件7：合规承诺函）★a.The bidder must provide The Commitment Letter for Bid （See Form 6 for the format）★b.The bidder which supply goods and services from outside PRC customs territorymust promise to provide 《Compliance Certification & Check list of Export Control Information》 before award of contract（See Form 7 for the format） |
| **二、招标文件****Bidding document** |
| **5.1** | 本招标文件的编制依据是《中华人民共和国招标投标法》、《中华人民共和国招标投标法实施条例》及《机电产品国际招标投标实施办法（试行）》（商务部令2014年第1号）。本招标文件如与上述文件规定有矛盾之处，以上述文件之规定为准。The bidding document is compiled in accordance with “The Bidding and Bid Law of the People’s Republic of China”, “Implementation Regulation of the Bidding and Bid Law of the People’s Republic of China”, and Decree No.1 [2014] of the Ministry of Commerce “Implementation Method of Electrical & Mechanical Products by International Bidding (trial)”.In case of any conflict between this bidding document and the provisions of the above documents, the provisions of the above documents shall prevail. |
| **5.2** | 要求提供的货物、招标过程和合同条件在招标文件中均有说明。招标文件以中文或中、英文两种文字编写。以中、英文两种文字编写时，两种文字具有同等效力；中文本与英文本如有差异，以中文本为准。The goods required, bidding procedures and contract terms are prescribed in the bidding documents. The bidding document is written either by Chinese or by Chinese and English. In the case of Chinese and English, two languages have the same effectiveness. In the event of any discrepancies between them, the Chinese version shall govern.  |
| **5.3** | 招标文件共八章，分装两册。各册的内容如下：The content of the bidding documents will be separated into two volumes as follows:第一册第一章 投标人须知第二章 合同通用条款（不适用）第三章 合同格式（不适用。本项目合同格式见附件）第四章 投标文件格式Volume One: Section I Instructions to BiddersSection II General Conditions of Contract (This section is not applicable, please see Section VII contract form in Volume Two)(Not applicable)Section III Contract Format (This section is not applicable, See the appendix for the contract format of the project)Section IV Formats of Bids第二册第五章 投标邀请第六章 投标资料表第七章 合同专用条款（不适用。本项目合同格式见附件）第八章 货物需求一览表及技术规格Volume Two: Section V Invitation for BidsSection VI Bid Data Sheet Section VII Special Conditions of Contract（Not applicable. See the appendix for the contract format of the project）Section VIII Schedule of Requirements and Technical Specifications |
| **6.1** | 潜在投标人要求对招标文件（包括对招标文件修改的内容）进行澄清的，均应在投标截止时间10日前以书面形式通知招标人或招标机构。招标人或招标机构将对在投标截止时间10日前收到的澄清要求在中海油采办业务管理与交易系统（https://buy.cnooc.com.cn）以书面形式予以答复，同时将书面答复发给每个领购招标文件的潜在投标人(答复中不包括问题的来源)。A prospective bidder who requires any clarification of the bidding document (including any clarification of amendment of the bidding document) should notify the Tenderee or the Tendering Agent in writing 10 days prior to the deadline for submission of bid. Tenderee or the Tendering Agent will respond in writing on https://buy.cnooc.com.cn to any request for clarification received 10 days prior to the deadline for submission of bid. Written copies of the response (without identifying the source of inquiry) will be sent to all prospective bidders who have purchased the bidding documents. |
| **增加6.5** | 招标人或招标代理机构对收到的澄清要求进行答复或对招标文件进行修改，由中海油采办业务管理与交易系统（https://buy.cnooc.com.cn）发出方为有效。The legal way for the Tenderee or Tendering Agency to respond to any request for clarification or modify the bidding documents is through https://buy.cnooc.com.cn. |
| **7** | 已购领招标文件的潜在投标人对招标文件（包括对招标文件的澄清和修改的内容）有异议的，应当在投标截止时间10日前向招标人或招标机构提出，并将异议内容上传至电子交易平台和中国海油供应链数字化平台（https://bid.cnooc.com.cn）。招标人或招标机构将在自收到异议之日起3日内作出答复，并将答复上传至电子交易平台和中国海油供应链数字化平台（https://bid.cnooc.com.cn）。A prospective bidder who has purchased the bidding documents may raise its objection on the bidding documents (including its clarification and amendment) to the Tenderee or the Tendering Agent within ten (10) days prior to the deadline for the submission of bids, and post it on the Websites . Within three (3) days upon receipt of the objection, the Tenderee or the Tendering Agent will respond to the objection and post the response on the Websites. |
| **三、投标文件的编制****Preparation of Bids** |
| **8.1** | 投标人提交的投标文件以及投标人与招标机构和招标人就有关投标的所有往来函电应使用中文和/或英文书写。投标人提交的支持资料和已印刷的文献可以用另一种语言，但相应内容应附有中文翻译本，在解释投标文件时以中文翻译本为准。The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder , Tenderee and the Tendering Agent shall be written in Chinese or English. Supporting information and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of Chinese, in which case, for purposes of interpretation of the Bid, the Chinese translation shall govern. |
| **9.1** | 投标人提交的投标文件应分别为技术标书和商务标书，价格应包含在商务标书中，开标一览表和投标保证金应单独密封递交。The bid document submitted by the bidder should includes technical bid and commercial bid, price should be in commercial bid, the Summary Sheet for Bid Opening, together with the Bid Security, should be submitted in a separate envelope.编写的投标文件应包括但不限于以下内容，并请按照下述顺序编写：**商务标书：**1. 投标书；

2 ) 投标保证金复印件；3) 开标一览表；4) 投标分项报价表；5) 单位负责人授权书；6) 资格声明；7) 制造商资格声明；8) 证书；9) 银行资信证明；；10) 商务条款响应/偏离表；11) 评审评议项响应情况表；12) 投标承诺书；13) 对签署合同前提供合规承诺函及出口管制项信息确认表的承诺(境外投标人)The bid documents shall include, but not limited to, the following items and shall be compiled in the following sequence:Commercial bid:1) Bid Form2) Bid Security Copy3) Summary Sheet for Bid Opening4) Bid Schedule of Prices5) Power of Attorney of legal person6) Statement Concerning Qualification 7) Letter of Authority from Manufacturer8) Certificate9) Bank Credit Certificate10)Responsiveness/Deviation Form for Commercial Terms11) Response Forms of Examination &Evaluation items12）The Commitment Letter for Bid13）The promise to provide 《Compliance Certification & Checklist of Export Control Information》 before award of contract(The bidder which supply goods and services from outside PRC customs territory)**技术标书：**1)资质及相关证明文件；2)类似业绩表及相关证明资料；3)供货范围清单；4)技术规格响应/偏离表；5)技术支持文件以及招标文件中要求的其他相关技术文件。Technical bid:1)Qualification and related supporting documents;2)Similar performance sheet and related supporting documents3)List of Scope of Supply4)Responsiveness/Deviation Form for Technical Terms5)Technical supporting document and other technical document required in the Bidding Document**开标一览表**（单独密封）Summary Sheet for Bid Opening(separately enveloped)**投标保证金**（单独密封，保函正本/汇款底单/相关复印件）Bid Security (separately enveloped, original Bid Bond /remittance sheet/relevant copies)**投标文件电子版**（包括上述文件的可编辑版本及PDF版本，单独密封，U盘）Electronic version of bid documents(including editable version and PDF version of above documents, sealed separately, USB flash disk) |
| **10.1** | 投标人应按照第四章投标文件格式完整地填写投标书、开标一览表以及招标文件中规定的其它内容。投标分项报价表应按照招标文件（第二册）第六章后面所附格式IV-3填写。招标文件（第一册）内容中所附格式IV-3不适用。The bidder shall prepare Bid Form, Summary Sheet for Bid Opening, Other contents specified in the bidding documents. The Form IV-3 in the Bidding Documents (Volume One) is not applicable for this bidding, Please quote in accordance with the Form IV-3 attached in section 6 in the Bidding Documents (Volume Two).任何与招标文件的偏离必须在商务/技术条款偏离表中列出，没有偏离时，必须在表中注明“无偏离”。如未填写，则视为投标人完全响应招标文件要求。Any deviation from the Bidding document must be listed in “Responsiveness/Deviation Form”, if no deviation, please marked "no deviation" in the Form; if not filled, the bid shall be regarded as the complete response of the requirements of the Bidding document.★投标人必须提供投标分项报价表。没有提供分项报价的将会视为未实质性响应招标文件。★The bidder should provide a detailed itemized quotation list, otherwise the bid will be rejected without substantial response to the required documents. |
| **10.2★** | 投标人必须按照招标人提供的格式填写和提交评审评议项响应情况表（详见附件9：评审评议项响应情况表），未提交评审评议项响应情况表的将被认为是非实质性响应招标文件而予以拒绝。Bidders must fill out and submit the response form (See Attachment 9: Response Forms of Examination &Evaluation items for details) in accordance with the format provided by the tenderer. Those who fail to submit the response form will be considered as non-material response to the tender documents and rejected. |
| **10.3**★ | 本次招标只允许投标人提供一个投标方案，不允许有备选方案，否则，其投标将被否决。The Bidder is only permitted to offer one proposal, alternative bid is not allowed, otherwise its bid will be rejected. |
| **增加11.1** | 投标人应当根据招标文件要求和产品技术要求在分项报价表上列出产品供货清单及分项报价和总价。The bidder shall list the product supply list, itemized quotation and total price on “Bid Schedule of Prices” according to the requirements of the bidding documents and product technical requirements.投标人需按照招标文件提供的投标价格表的格式和要求进行报价，除招标人明示为“由投标人自行填报”和“如有由投标人自行补充”的内容以外，投标人不得对投标价格表格式及内容进行修改。The bidder shall quote in accordance with the format and requirements of the bid price list provided in the bidding documents. Bidder shall not modify the form and content of the quotation form, except for the contents " It shall be filled in by the bidder " and " If any, it shall be supplemented by the bidder ". |
| **11.2**★ | 本次招标允许的缺漏项比重为不超过投标总价的10%。投标报价中的缺漏项（如果有）按下述规定处理：投标人投标报价缺漏项超出投标总价10%的，为实质性偏离招标文件要求，评标委员会将应否决其投标。缺漏项在投标总价10%以内的，并经投标人确认缺漏项包含在投标价中，评标时将其他有效投标中该项的最高价计入其评标总价，并依据供货范围调整后的价格对其一般商务和技术条款（参数）偏离进行价格调整。投标人确认缺漏项不包含在投标价中的，评标委员会将否决其投标。签订合同时以投标价为准，缺漏项包含在该投标报价中。The proportion for permitted missing or omitted items of Goods shall not exceed 10% of the total bid price. Missing or omitted items, if any, shall be dealt with as per the following stipulations:In case the proportion for missing or omitted items exceed 10% of the total bid price, the bid will be treated as substantially non-responsive and rejected by the Bid Evaluation Committee.In case the proportion for missing or omitted items is within 10% permitted by the bidding documents, and after it is confirmed by the bidder that the price of missing or omitted items is included in the bid price, then when evaluation, the highest price of the same item among other effective bids shall be added into its total evaluated bid price. The commercial and technical deviation price adjustment shall be on the basis of this price after deviation adjustment of scope of supply. If the bidder confirms that the price of missing or omitted items is not included in its bid price, the bid will be rejected by the Bid Evaluation Committee.When signing the contract, the bid price shall prevail, and the price of missing or omitted items shall be included in the bid price. |
| **11.3** | 投标总价中不得包含招标文件要求以外的内容，否则，在评标时不予核减，在签订合同时予以核减。The total bid price shall not include any items beyond the requirement of the bidding documents; otherwise, the price of such items shall not be deducted when evaluation,This part of the price will be deducted when signing the Contract. |
| **11.4**★ | 本次招标不接受选择性报价或有附加条件的报价。Selective bid or bid price with additional condition shall not be accepted under this bidding project. |
| **11.5** | 本次招标不设最高投标限价。No ceiling price. |
| **11.6.1** | 从中华人民共和国关境内提供的货物（包括关境内制造的货物、投标截止时间前已经进口的货物和投标人拟自行进口后销售给招标人的货物）：For goods offered from within PRC customs territory(including goods manufactured within PRC customs territory, goods already imported prior to the deadline for submission of bids and goods that the bidder intends to import by itself and then sell it to the Tenderee after import. ):1）★货物部分投标报价为：脐带缆和附件完税后深圳或惠州指定地点交货价；脐带缆散件完税后中国境内项目建造现场交货价, 应包含所有应缴纳的关税、增值税和其它税。1）★The price of goods quoted：Umbilical and ancillaries：Delivered to Shenzhen or Huizhou designated location；Free issue items for umbilical：Delivered to project construction site in China，Including Value Added Tax (VAT) and other taxes already paid or payable to the government of PRC, as well as all customs duties.1. 投标报价包含货物购买价格、工具租赁价格、人员服务价格三部分。

2）The total bid price includes the purchase price of goods, the rental price of tools and the personnel service fee.a.货物购买价格（含所有税费）包含备件、第三方认证费、货物运至最终目的地的运输费、保险费、包装费和伴随货物交运等的相关费用（详见附件D:价格表2）。a.The price of the goods( All tax are included) includes Spare parts fee, Third Party Verification fee, the transportation fee, insurance fee, packing fee for the goods to the final destination and the relevant expenses for the delivery of the goods and so on. (See the Appendix D：Price Table 2 for details).b.工具租赁价格（含所有税费）包含工具的租金、工具动员至深圳或惠州指定地点，并从深圳或惠州指定地点复原的运费。（详见附件D:价格表3）b.The rental price of tools( All tax are included) includes the rental tools and the mob to designated locations in Shenzhen or Huizhou and demob from designated locations in Shenzhen or Huizhou, including freight. (See the Appendix D：Price Table 3 for details).c.人员服务价格（含所有税费）包含现场安装指导，调试服务和动复员等相关费用。（详见附件D:价格表3）c.The price of personnel service ( All tax are included) includes the service fee for on-site installation guidance，commissioning service and Mob & Demob .(See the Appendix D：Price Table 4 for details). |
| **11.6.2**★ | 从中华人民共和国关境外提供的货物（招标文件另有规定的除外）：For goods offered from outside PRC customs territory: （Except as otherwise stipulated in the tender documents）1）★货物部分投标报价为：脐带缆和附件DAP深圳或惠州指定地点（ INCOTERMS 2020）；脐带缆散件DAP中国境内项目建造现场（ INCOTERMS 2020）。1）★The price of goods quoted：Umbilical and ancillaries：DAP designated location in Shenzhen or Huizhou designated location, Guangdong Province, P. R. of China， INCOTERMS 2020；Free issue items for umbilical：DAP project construction site in China， INCOTERMS 2020.2）投标报价包含货物购买价格、工具租赁价格、人员服务价格三部分。2）The total bid price includes the purchase price of goods, the rental price of tools and the personnel service fee.a.货物购买价格（不含中国境内税费）包含备件、第三方认证费、货物运至最终目的地的运输费、保险费、包装费和伴随货物交运等的相关费用（详见附件D:价格表6）。a.The price of the goods( without any Chinese tax) includes Spare parts fee, Third Party Verification fee, the transportation fee, insurance fee, packing fee for the goods to the final destination and the relevant expenses for the delivery of the goods and so on. (See the Appendix D：Price Table 6 for details).b.工具租赁价格（不含中国境内税费）包含工具的租金、工具动员至深圳或惠州指定地点，并从深圳或惠州指定地点复原的运费。（详见附件D:价格表7）b.The rental price of tools( without any Chinese tax)) includes the rental tools and the mob to designated locations in Shenzhen or Huizhou and demob from designated locations in Shenzhen or Huizhou, including freight. (See the Appendix D：Price Table 7 for details).c.人员服务价格（含所有税费）包含现场安装指导，调试服务和动复员等相关费用。（详见附件D:价格表8）c.The price of personnel service ( All tax are included) includes the service fee for on-site installation guidance，commissioning service and Mob & Demob .(See the Appendix D：Price Table 8 for details). |
| **11.6.3** | 合同项下分项价格按附件D:Subsea Flexible Price Table 要求填报。The breakdown price of the contract shall be quoted as Appendix D Subsea Flexible Price Table shows. |
| **12.1**★ | 从中华人民共和国关境内提供货物（包括关境内制造的货物、投标截止时间前已经进口的货物和投标人拟自行进口后销售给招标人的货物）：投标货币：人民币For goods offered from within PRC customs territory(including goods manufactured within PRC customs territory, goods already imported prior to the deadline for submission of bids and goods that the bidder intends to import by itself and then sell it to the Tenderee after import. )Bid Currency:RMB |
| **12.2**★ | 从中华人民共和国关境外提供货物：投标货币：人民币/美元/欧元/英镑For goods offered from outside PRC customs territory:Bid Currency: RMB(CNY￥)/U.S Dollar (USD $)/ [Eurodollar](https://fanyi.baidu.com/%22%20%5Cl%20%22en/zh/Eurodollar) (EUR [€](https://baike.baidu.com/item/%E2%82%AC%22%20%5Ct%20%22_blank))/ Great Britain Pound (GBP ￡) |
| **增加12.3★** | 本次招标每家投标人仅允许一种投标货币。Only one currency is allowed for one bidder.投标人为境内注册公司：投标货币：人民币（保税区和自贸区注册公司除外)投标人为境外注册公司：投标货币：人民币/美元/欧元/英镑保税区和自贸区注册公司：投标货币：人民币/美元/欧元/英镑Bidder registered inside PRC customs territory: Bid Currency:RMB(except for company registered in Bonded areas and free trade zones)Bidder registered outside PRC customs territory: Bid Currency: RMB(CNY￥)/U.S Dollar (USD $)/ [Eurodollar](https://fanyi.baidu.com/%22%20%5Cl%20%22en/zh/Eurodollar) (EUR [€](https://baike.baidu.com/item/%E2%82%AC%22%20%5Ct%20%22_blank))/ Great Britain Pound (GBP ￡)Bidder registered in Bonded areas and free trade zones: RMB(CNY￥)/U.S Dollar (USD $)/ [Eurodollar](https://fanyi.baidu.com/%22%20%5Cl%20%22en/zh/Eurodollar) (EUR [€](https://baike.baidu.com/item/%E2%82%AC%22%20%5Ct%20%22_blank))/ Great Britain Pound (GBP ￡) |
| **13.1**★ | 本次招标不允许联合体投标。Joint Venture is not accepted. |
| **13.3-1）**★ | 投标人应为所投货物的制造商。本次招标不接受代理商投标。The bidder shall be the manufacturer of bid goods. Bid by Agent is not accepted. |
| **13.3-2）** | 财务要求：无Financial requirements：None. |
| **13.3-3）**★ | 业绩要求：见招标公告Requirement for Bidder's reference: see invitation for Bids.投标人务必填写格式附件3业绩表。The bidder must fill in the performance form in form Attachment 3 List of Performance. |
| **13.3-4）** | 投标人开户银行在开标日前三个月内开具的资信证明原件或复印件。An original or photocopy of a credit certificate shall be issued by the bidder’s Bank within three months before the opening of the bid. |
| **13.3-5）** | 要求投标人提供的其它资格证明文件：1. ★如果投标人为境内注册公司，需提供合法有效的企业法人营业执照、税务登记证及组织机构代码证或证照合一的营业执照；
2. ★如果投标人为境外注册公司，需提供有效的公司登记注册证明；
3. 说明是否设有中国境内售后服务点和备件库，并提供相关信息，包括但不限于售后反应时间、维修中心人员及地点、备件库数量及地点等；
4. 说明经营状况：是否处于被责令整顿、停业，财产是否已被接管、冻结，是否处于破产状态，是否处于合并、收购、重组等状态；
5. 说明纠纷、仲裁及诉讼情况：近五年，是否存在因投标人违约引起的合同纠纷、仲裁和诉讼记录，是否存在被通报批评、警告、限制采购或列入黑名单等情况。

Other qualification documents required by the bidder:A. ★If the Bidder is domestic registered company, photocopies of valid business license(with independent legal person qualification), general taxpayer prove/tax registration certificate, organization code certificate or combined certificate and business license shall be provided(all documents within the validity period);B. ★If the bidder is an overseas registered company, it shall provide valid company registration certificateC. To indicate whether or not there is an after-sales service and spare parts warehouse in China, and provide relevant information, including but not limited to after-sales response time, personnel and location of maintenance center, number and locations of spare parts warehouse, etc；D. State of business: whether or not the property has been taken over, frozen or not in bankruptcy, whether it is in a state of merger, acquisition or reorganizationE. State of dispute, arbitration and lawsuit: in recent five years, if there’s dispute, arbitration or lawsuit caused by Bidder’s breach of Contract or not; if the Bidder is whether or not circulated a notice of criticism, warned, sentenced to restricted purchasing, or put in blacklist. |
| **14.3-1)** | 货物主要技术指标和性能的详细要求请见第八章《货物需求一览表及技术规格》。For detailed requirements on technical specifications and performance of the goods, see chapter 8, Schedule of Requirements and Technical Specifications. |
| **14.3-2)** | 投标人需提供首次预调试、试运行所必需的工具及消耗品，安装、维修所需的专用工具(如适用）。其价格包括在投标总价中。Bidder shall provide the list for the spare parts, special tools include the spare parts for start-up, pre-commissioning and running, special tools for consumables, installation, repairing, and spare parts for one year operation（if applicable). |
| **15.1**★ | 投标保证金金额：39,000美元或270,000人民币，投标保证金有效期应不短于投标有效期。（投标保证金仅接受美金或人民币）The amount of bid security:39,000 US dollars or 270,000 RMB . The validity of the bid security shall not be shorter than the validity of the bid.（The bid security is only accepted in US dollars or RMB） |
| **15.3**★ | 投标保证金应用投标货币，并采用下列任何一种形式：1) 由一家在中华人民共和国境内或境外信誉好的银行用招标文件提供的格式或招标机构接受的其他格式出具的银行保函，其有效期应与投标有效期一致； 2) 电汇。境内投标单位，以电汇形式提交的投标保证金应当从其基本账户转出。银行电汇“投标保证金”递交的形式为：银行出具的汇款底联复印件并加盖投标单位公章。投标保函受益人：（招标人名称）电汇收款人：中化建国际招标有限责任公司人民币：开开户银行：中国民生银行北京亚运村支行账号：（虚拟账号） 9902001800254284美元：开开户银行：交通银行北京分行和平里支行账账号：110060224146300007037SWIFT CODE:COMMCNSHBJG。The bid security shall be denominated in the currency of the bid, which shall be in one of the following forms:1) A bank guarantee issued by a reputable bank located in P.R. China or abroad, in the form provided in the bidding documents or another form acceptable to the Tendering Agent. The validity period of the security shall remain the same as that of the bid.2) T/T.The bid security submitted in the form of telegraphic transfer by domestic Bidder shall be transferred from its basic account. The bid security in telegraphic transfer shall be submitting in the form of a copy of the bank's remittance with the official seal of the bidder.Beneficiary of bid guarantee: (name of Tenderee)The payee（T/T）shall be: CNCCC International Tendering Co., Ltd.RMB:Bank: China Minsheng Bank Beijing Asian Games Village BranchRMB A/C No.: (Virtual Account)9902001800254284USD:Bank: Bank of Communications Beijing Branch Hepingli Sub-branchUSD A/C No.: 110060224146300007037SWIFT CODE:COMMCNSHBJG汇款请注明“ 招标编号： \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_的投标保证金”。投标保证金应单独密封，并在投标截止日随同投标文件一起提交。银行保函应提交正本，电汇应提交底单复印件。Please note in the remittance"Bid security for Bid No.\_\_\_\_\_\_\_\_\_\_\_\_\_"The bid security shall be sealed separately and submitted together with the bid documents on the deadline of bid submission. The original of the bank guarantee shall be submitted, and the copy of the receipt shall be submitted for the telegraphic transfer. |
| **新增15.3-1）** | 删除格式IV-7. 投标保证金银行保函格式中“4.在收到中标通知后，投标人未按招标文件规定在合同生效后15日内缴纳招标服务费”。Delete “4) The Bidder has failed to pay the service charge for bidding within fifteen (15) days after effectiveness of contract in accordance with the stipulation in the bidding document, after receipt of the Notification of Award.” in Form IV-7 Form of Bid Security. |
| **新增15.8-4）** | 不适用Not Applicable |
| **16.1★** | **投标有效期：****从投标截止日起180日内有效。**投标有效期不足的将被视为非实质性响应，并予以否决。**Period of Validity of the Bid:180 days after the Deadline for Submission of Bids**.A bid valid for a shorter period shall be rejected as substantially non-responsive. |
| **17.1** | 投标人应提交纸质投标文件**正本一份，副本两份**，可编辑和不可编辑的电子介质投标文件**一份（U盘）**。每套投标文件须清楚地标明“**正本**”或“**副本**”。若副本与正本不符，以正本为准。当电子介质的投标文件与纸质的投标文件不符时，以纸质投标文件为准。The bidder shall submit **one (1) original**, **two (2) copies** paper bid documents, clearly marking with “**ORIGINAL**” or “**COPY**” and **one (1)** editable and uneditable **electronic version(USB Disk)**. In the event of any discrepancy between “ORIGINAL” version and “COPY” version, the “ORIGINAL” version shall govern. In the event of any discrepancy between electronic version and paper version, the paper version shall prevail. |
| **17.2★** | 在中华人民共和国境内注册的公司，单位负责人应为其营业执照上登记的法人代表。**如果价格报价部分、带星号的关键性技术和商务条款未经单位负责人或其授权代表小签，将被视为非实质性响应，并予以否决。**For company registered within the territory of the PRC, Legal person shall be the representative of the legal person registered on its business license.If the price quotation, the key technical and commercial terms marked by asterisk are not signed by the legal person or its authorized representative, the bid shall be deemed as a non-substantive response and shall be rejected. |
| **增加17.4** | 装订要求：Binding requirement:* + - 1. 使用A4纸（个别较大的图表可用A3纸编制）左侧装订，用不褪色 的材料打印和/或复印，使用不可拆卸装订；

Use A4 paper (individual large charts may use A3 paper), left binding , print and / or copy with unfading materials, , use non removable binding;2. 投标文件应按照本第六章第9.1条中的目录次序装订，并编制目录；The Bid documents shall be in strict accordance with the order of Clause 9.1 of this Section, Table of contents are needed;3．投标文件从正文第一页开始连续、逐页编页码（包括无任何内容的页），并与目录相对应；The Bid documents should be paginated from the beginning of text, page by page (including the non-content pages), and should be in accordance with the Table of contents;4. 同一册内容较多，可装订成若干分册，并在封面表明次序及册数；For more content in the same volume, the document can be bound into several volumes, and the order and the volume numbers should be marked on the cover;5. 投标文件正本与副本应分别装订成册，正本和副本的封面上应清楚地标记“正本”或“副本”字样；The Bid document should be bound into originals and copies separately, "original" or "copy" should be marked on the covers accordingly;6. 投标文件中的证明、证件及附件等的复印件应集中紧附在相应正文内容后面，并尽量与前面正文部分内容的顺序相对应；The copies of evidence, certificate and attachment should be closely attached to the contents of the corresponding text, and as far as possible in accordance with the order of the contents of the text;1. 修改的投标文件的装订也应按本要求办理。

Modified Bid documents should also be handled according to this requirements. |
| **四、投标文件的递交** |
| **18.1** | 投标文件应分为商务标(价格应包含在商务标书中)、技术标、开标一览表、投标保证金和投标文件电子版五部分，并分别装入不同的信封密封，且信封的封面及标书封面必须清楚注明标书的种类“商务”“技术”“开标一览表”“投标保证金”“投标文件电子版”。投标文件必须清楚标注“正本”和“副本”字样。电子文件必须包含完整的商务标书和技术标书，内含可编辑（WORD或EXCEL等）和不可编辑（PDF等）两种版本文件。备注：国际投标人的投标文件正本可为电子版本的彩色打印版本，由其国内分支机构送交或邮寄指定地址。The bid document shall be divided into five parts, which are commercial part（including price）, technical part, Summary Sheet for Bid Opening, Bid Security, and electronic version. The five parts should be sealed alone with different envelopes, with the cover of envelopes and bids marked "Commercial"，"Technical"，"Summary Sheet for Bid Opening", "Bid Security", "Electronic Version for the bid". Bidders should indicate" original" or "copy" on the covers. The electronic version should include the entire commercial part and technical part, with the editable version (in WORD or EXCEL, etc.) and the uneditable version (in PDF etc.)NOTE: International bidder can send bid document to designated location by domestic branch, the bid document can be printed version in color from scan version. |
| **18.2** | 内外层信封均应清楚标明： The inner and outer envelope shall be addressed to the below address:1） 递交至：北京市东城区东直门外小街6号海油大厦4层会议室Submit to: meeting room, Meeting Room, Floor 4 CNOOC Tower, No. 6 Dongzhimenwaixiaojie, Dongcheng District, Beijing100027, P. R. China2）注明Note：项目名称Project Name：招标编号Bid No.：注明“在20XX年 月 日 时（北京时间）之前不得开启”的字样Marked with: Shall Not Be Opened Before (Beijing time) on , 20XX |
| **18.3** | 内层信封应写明投标人名称和地址，以便将迟交的投标文件能原封退回。The inner envelope should indicate the name and address of the bidder, so that the late tender documents can be returned. |
| **19.1** | 投标截止时间：见招标公告Deadline for Submission of Bids: See Invitation for Bids投标文件递交地点：见招标公告The place for submission of bid: See Invitation for Bids |
| **五、开标与评标****Opening and Evaluation of Bids** |
| **22.1** | 开标时间：见招标公告Time for bid opening: see Invitation for Bids开标地点：见招标公告Place for bid opening: see Invitation for Bids |
| **23.1** | 评标方法：最低评标价法Evaluation Method: Lowest Evaluated Price Method |
| **24.1** | 在详细评标之前，评标委员会将先进行符合性检查，内容包括：1）投标书；2）投标保证金；3）单位负责人授权书（如果投标文件由单位负责人签署，则不需提供此文件）；4）资格证明文件；5）技术标书；6）分项报价表；缺少上述任一文件，将被视为实质性偏离，其投标将被否决。Before the detailed evaluation, the bid evaluation committee will conduct the Conformity Check, include:1）Bid Form 2）Bid securities;3）Power of Attorney (if the bid is signed by legal representative, it is not applicable.)4）The documentary evidence of the Bidder’s qualifications;5）technical document;6）Bid Schedules of Prices.Bid without any document above mentioned, will be rejected as non-responsive. |
| **25.1** | 评标货币：美元Evaluation Currency: USD为了便于评标和比较，如果投标报价中有多种货币,以开标当日中国银行总行首次发布的外币对人民币的现汇卖出价统一转换成美元，以便计算评标价。For the purpose of evaluation and comparison, if expressed in multiple currencies, the bid price shall be converted into USD at selling rate of foreign currency to RMB Yuan first issued by Bank of China on the date of bid opening. |
| **26.2** | 计算评标总价时，以货物到达招标人指定到货地点为依据。有价格调整的，计算评标总价时，包含偏离加价。计算关境内产品偏离加价时，扣除投标报价中包含的相关税费。The total bid evaluation price shall be calculated based on the arrival of goods at the place designated by the Tenderee. In case of price adjustment, the deviation adjustment shall be included in the calculation of the total bid evaluation price. Relevant taxes included in the bid price shall be deducted when calculating the deviation adjustment of products within the customs territory.评标总价的计算方法如下：The method to calculate the total Evaluated Bid Price as follows：①关境外产品：货物DAP价格（不含中国境内任何税费）+工具租赁价格（不含中国境内任何税费）+人员服务价格（含所有税费）+进口环节税（货物购买）+进口环节税（工具租赁）+关境内运费、保险费+缺漏项加价+技术商务偏离加价+其它。For goods from outside PRC customs territory:Equipment DAP Price（Total without any Chinese tax）+Rental Service price（Total without any Chinese tax）+ Personnel Service price ( All tax are included）+import-related duties and taxes（Equipment part）+ import-related duties and taxes（Rental Service part）+ cost for transportation and insurance within PRC customs territory + Price additions for missing or omitting items + Commercial and technical deviation additions+ other costs.②关境内制造产品：货物到项目现场价（含所有税费）+工具租赁价格（含所有税费）+人员服务价格（含所有税费）+缺漏项加价+技术商务偏离加价+其它。For goods within PRC customs territory:Equipment DDP Price ( All tax are included）+ Rental Service price ( All tax are included）+ Personnel Service price ( All tax are included）+Price additions for missing or omitting items + Commercial and technical deviation additions+ other costs.③已进口的产品：货物到项目现场价（含所有税费）+工具租赁价格（含所有税费）+人员服务价格（含所有税费）+缺漏项加价+技术商务偏离加价+其它。For goods already imported:Equipment DDP Price ( All tax are included）+ Rental Service price ( All tax are included）+ Personnel Service price ( All tax are included）+Price additions for missing or omitting items + Commercial and technical deviation additions+ other costs. |
| **26.4** | 根据本须知26.3条的规定，对下列评标因素，采用以下量化方法调整评标价格：1)在中国关境内所发生的内陆运输和保险费，及其将货物运至最终目的地的伴随的费用；2)投标文件申报的交货期；3)与合同条款规定的付款条件的偏差；4)所投货物零部件、备品备件和伴随服务的费用；8)其它额外的评标因素和标准。According to the provisions of article 26.3, the following quantitative methods shall be used to adjust the bid price:1)Cost of transportation, insurance and others within PRC customs territory incidental to delivery of the goods to their final destination;2) Delivery schedule offered in the bid;3)Deviations in payment schedule from that specified in the Terms and Conditions of Contract;4)The cost of components, spare parts and incidental services;8)Other additional factors and criteria indicated in the Bid Data Sheet and/or in the Technical Specifications. |
| **26.4.1** | 进口环节税综合税率（**所列税率为预计税率，最终以开标当日国家规定的适用税率为准）**：为DAP报价的 22.04%（以最惠国关税8%计算）；对于原产地来自美国的产品，则在最惠国关税基础上加征25%特别关税计算进口环节综合税,为DAP报价的 50.29%。Comprehensive tax rate of import link tax**（The tax rates listed are the estimated tax rates, and the applicable tax rates stipulated by the State on the date of bid opening shall prevail）**: it is 22.04%（based on the MFN tariff of 8%）of DAP quotation; For products with origin from the United States, the comprehensive tax rate of import link tax is 50.29% of the DAP quotation内陆运输费、保险费及其它伴随服务的费用的综合费率：A、DAP价小于1.85万美元（含1.85万美元），按照2800元人民币计算；B、DAP价在1.85万美元以上至100万美元（含100万美元），按照DAP价的2.8%计算；C、DAP价在100万美元以上，按照DAP价的1.44%计算。The comprehensive rate of inland transportation, insurance and other incidental services: A、The DAP price is less than USD18,500 (included USD18,500), in accordance with the RMB 2800 is calculated;B、The DAP price is more than USD18,500 to USD one million (included one million), calculated according to 2.8% of the DAP price;C、The DAP price is more than USD one million, calculated according to 1.44% of the DAP price. |
| **26.4.2** | 交货期：境内货物：脐带缆及其附件须在中标通知书签发后13个月内交货到深圳或惠州指定地点；散件须在中标通知书签发后7个月内交货到中国境内指定建造场地。 境外货物：脐带缆及其附件须在中标通知书签发后13个月内DAP至深圳或惠州指定地点；散件须在中标通知书签发后7个月内DAP至中国境内指定建造场地。所选方案：26.4.2 -1）。以规定的时间为基础，提前交货不考虑降低评标价，每超过基础时间一周，其评标价在投标价的基础上增加0.5％来考虑, 不足一周按照一周计算。★如果交货期超过基础时间4周，则视为非响应性投标而予以否决。Delivery ScheduleFor goods offered from within PRC customs territory: Umbilical and ancillarie shall arrive at designated location in Shenzhen or Huizhou within 13 months since bid award；Free issue items for umbilical shall arrive at designated project construction site in China within 7 months since bid award.For goods from outside PRC customs territory：Umbilical and ancillarie DAP designated location in Shenzhen or Huizhou, Guangdong Province, P. R. China within 13months since bid award. (INCOTERMS 2020)；Free issue items for umbilical DAP project construction site in China within 7 months since bid award.Select method 26.4.2 -1）The Delivery Schedule above is considered as a basic time, every one-week to exceed 0.5% of the bid price will be added for evaluation to the bid price (less than one week shall be deemed as one week).★The bid document will be rejected if the delivery date is 4 weeks later than the basic time. |
| **26.4.3** | 付款条件的偏差：Deviation in payment schedule : 所选方案：26.4.3-2），即：如果投标人投标文件对招标文件合同条款中列明的付款条件存在偏差，评标时，将按照月利率0.5%计算提前支付所产生的利息，并将其计入其评标价中。Select method: 26.4.3-2）that is, If a bid deviates from the schedule and if such deviation is considered acceptable to the Bid Evaluation Committee, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in this invitation, at 0.5% per month. |
| **26.4.4** | 1. 除投标人自行设计或配套的产品的零部件（如有）允许名称和数量差异以外，其他招标人要求的零部件（含备件）和伴随服务投标人应按照招标人给出的价格文件要求报价。

上述不允许投标人自行调整的货物零部件（含备件）和伴随服务的费用的调整方法：（1）如有报价缺漏项的，按照第11.2条内容调整评标价；（2）如投标人自行修改招标人要求的数量的，按照投标人所报单价\*招标人要求数量进行算数修正。1. Except for the parts of the products designed by the bidder (if any) , the bidder shall quote the components and spare parts and accompanying services required by CNOOC in accordance with the requirements of the price documents.Method of components and spare parts Bid Price Evaluation (the part which are not allowed to be adjusted ):(1) If there are any missing items in the quotation, the evaluation price shall be adjusted according to Article 11.2;(2) If the bidder revises the quantity required by the CNOOC, it shall make the arithmetic correction according to the unit price quoted by the bidder \* the quantity required by the CNOOC.2.投标人自行设计或配套的产品的零部件（如有）报价要求：投标人应充分考虑的安装、调试、开车和质保期备品备件（如有）的需求，并自行列出备件清单（如有）并报价，此价格包含在投标总价中。评标时将不对内容及数量做供货范围偏离调整。投标人保证本次投标报价完整性，如不完整，所缺部分投标人免费提供。2. Quotation requirement for the parts of the products designed by the bidder (if any)：Bidder shall fully consider the special tools required, and list the price on its own. The Price is included in Bid Price. During the bid evaluation, the content and quantity will not be evaluated as adjustment of scope of supply. The bidder guarantees the integrity of the bid price missing parts shall be provided by the bidder free of charge. |
| **26.4.8** | 其它额外评标因素和标准： 1）人员服务的含税价格调整方法：如果投标人的人员服务报价未能包括在中国境内提供服务所需的税款，则服务投标价格将按照如下方法增加以下税款额：中国境内提供服务的税额=(不含中国境内税费的服务投标价格/(1-12%))\*12%。2)招标文件中标注“★”号的为重要条款(参数)，不满足任何一条带星号（“★”）的条款（参数）将被视为不满足招标文件实质性要求，并导致投标被否决。２）商务、技术招标文件中，除标注“★”号之外均为一般条款（参数）。商务一般条款（参数） （包括合同一般条款，合同条款每一条（如第一部分第1.1条）记为一项商务偏离），每偏离一条，其评标价格将上浮投标总价的 0.5%，偏离总数超过10项（即>10项），将导致投标被否决。如果技术一般条款（参数）每偏离一条，其评标价格将上浮投标总价的0.5%，偏离总数超过5项（即>5项），将导致其投标被否决。已在其他偏离调整中进行调整的偏离项不再重复计算。Other Additional Factors and Criteria:1. Method of Personnel Service Bid Price Evaluation:

The following tax amount will be added to Service bid price if bidder failure to include the taxes required in P.R.China for evaluation:Tax amount = (Service bid price without Chinese taxes/(1-12%))\*12%.1. The items in bidding document marked with “★” are key items, a bid which is not satisfied with any one requirement of key items, will be rejected as non-responsive.
2. The items in commercial and technical part not marked with “★” are non-key items in the bid.

For commercial non-key items (including non-key contract terms), 0.5% of the total bid price for each deviation item will be added to the bid evaluation price. If the total numbers of the deviation of non-key items exceeds 10 (that is to say>10) the bid will be rejected as non-responsive.For technical non-key items, 0.5% of the total bid price for each deviation item will be added to the bid evaluation price. If the total numbers of the deviation of non-key items exceeds 5 (that is to say >5), the bid will be rejected as non-responsive. |
| **26.5** | 推荐中标候选人: 通过技术和商务评议超过3家（包括3家）推荐3家，不足3家按照实际推荐。Quantity of successful candidates: 3 (bidders passed technical an commercial evaluation not less than 3). If less than 3, as actual numbers. |
| **新增26.6** | 如第五章 投标邀请、第六章投标资料表、第八章货物需求一览表及技术规格、技术附件规定出现不一致，投标人应按以下顺序执行：－ 第五章 投标邀请－ 第六章 投标资料表－ 第八章 货物需求一览表及技术规格－ 技术附件 If there is any discrepancy in the Section 5 Invitation for Bids、Section 6 Bid Data Sheet、Section 8 Schedule of Requirements and Technical Specifications and Technical Appendixes，shall execute in the following order:- Section 5 Invitation for Bids- Section 6 Bid Data Sheet -Section 8 Schedule of Requirements and Technical Specifications ,- Technical Appendixes  |
| **28.1** | 评标结束后，依法必须进行招标的项目将在电子交易平台上进行评标结果公示，公示期为3日。评标结果公示无异议的，公示期结束后该评标结果自动生效并进行中标结果公告。已成功注册的投标人可以在电子交易平台上查看评标结果公示和中标结果公告。After evaluation of bids, for the project under which bidding must be adopted according to the Law, the evaluation result will be publicized on the Website with the duration of three (3) days. If no objection on evaluation results, after publication duration, the evaluation result will be automatically effective and publicize result of winning bid. Bidders who have successfully registered may browse the publication of evaluation result and of winning bid.  |
| **28.2** | 投标人对评标结果有异议的，应当于公示期内向招标人或招标机构提出，并将异议内容上传电子交易平台。招标人或招标机构应当在收到异议之日起3日内作出答复，并将答复内容上传电子交易平台。If the bidder has any objection to the bid evaluation results, it shall submit the objection to the Tenderee or the tendering agency within the publicity period, and upload the objection content to the Website. The Tenderee or the Tendering agency shall make a reply within 3 days from the date of receiving the objection and upload the reply to the Website. |
| **六、授予合同****Award of Contract** |
| **31.3** | 不适用**N/A** |
| **36.1** | 中标服务费：中标通知书签发日后30日内，中标人应向招标机构支付中标服务费。中标服务费以中标通知书中确定的中标金额作为收费计算基数，收费标准和计算方法如下：中标金额在100万元以下部分，费率为1.5%；中标金额在100万元至500万元之间部分，费率为1.1%；中标金额在500万元至1000万元之间部分，费率为0.8%；中标金额在1000万元至5000万元之间部分，费率为0.5%；中标金额在5000万元至1亿元之间部分，费率为0.25%；中标金额在1亿元至10亿元之间部分，费率为0.05%；中标金额在10亿元至50亿元之间部分，费率为0.01%。中标服务费的计算是基于中标通知书中的中标金额（外币应以开标当日中国银行总行首次发布的外币对人民币的现汇卖出价折算成人民币后计算）。删除 “如果中标人不按招标文件规定交纳招标服务费，其投标保证金将不予退还”。Bidding Service Charge:Successful Bidder should pay Bid Service Charge to Tendering Agent within 30 days after receiving Notification of Award. Bidding Service Charge shall be calculated based on the bid award amount determined in Notification of Award,Bid Services Charge standard

|  |  |
| --- | --- |
| Award Price(thousand Yuan) | Rate |
| ＜1000 | 1.5% |
| 1000-5000 | 1.1% |
| 5000-10000 | 0.8% |
| 10000-50000 | 0.5% |
| 50000-100000 | 0.25% |
| 100000-1000000 | 0.05% |
| ＞10000000  | 0.01% |

Bid Services Charge refers to Notification of Award. (Foreign currencies shall be converted to CNY for calculating at the selling rate of foreign currency to RMB Yuan first issued by Bank of China on the date of bid opening. ).Delete “Failure of the successful bidder to pay the service charge for bidding as required shall result in forfeiture of its bid security”. |
| **新增37** | 对于非法获取评标过程信息、恶意异议和投诉等行为，一经查实，将依法规进行惩罚。Illegal acquisition of bid evaluation process information, malicious objections and complaints will be punished according to law once verified. |
| **新增38** | 其他：结算时，如招标人无法支付美元，经双方协商，投标人同意按照以下货币之一进行结算：跨境人民币、欧元、英镑、日元。请投标时明确可以哪种外币结算。Others: At the time of settlement, if the bidder cannot pay USD, after negotiation by both parties, the bidder agrees to settle in one of the following currencies: cross-border RMB, EUR, GBP, and JPY. Please specify which foreign currency can be settled when bidding. |
| **新增39** | 投标人务必确保开标一览表中公开的资质、业绩内容与投标文件中提供的资质、业绩内容一致。The bidder should ensure the Qualification and Performance in the Summary Sheet for Bid Opening are consistent with the bidding documents. |

**附件1：开标一览表格式**

开标一览表

Summary Sheet for Bid Opening

投标人名称: 国别／地区: 招标编号:

Name of Bidder: Country /Area of Origin: Bid No.:

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 序号Item | 货物名称Name of Goods | 型号和规格Model/Specification | 数量Quantity | 制造商名称和国籍／地区Country of Origin andName of Manufacturer | 报价方式（报价条件）Terms of Price | 投标货币Currency | 投标报价Bid Price | 投标保证金Bid Security | 交货期Delivery date | 投标声明Statement of Bid | 资质Qualification | 业绩 Reference | 备注Note |
| 1 | 脐带缆Umbilical  | 详见分项价格表Please refer to Bid Schedule of Prices | 1lot |  | 请参照备注3内容填写Please refer to Note 3 |  |  |  |  |  |  |  |  |
| 2 | 工具租赁费 Rental Charge  | / | 1lot | / | / |  |  | / |  |  |
| 3 | 其他伴随服务：现场安装指导、调试服务人员费Personnel Service Fee ( including off shore installation guidance and commission personnel service | / | 1lot | / | / |  |  | / |  |  |
| 投标总价（1+2+3）Total Bid price （1+2+3） |  |
| 投标总价(大写) Total Bid price(say in word) |  |

投标人代表签字：Signature of Bidder：

注： 1. 除投标文件中应有此表外，还应按投标人须知18.1规定密封标记并与投标保证金一同单独提交。Note: The Summary Sheet for Bid Opening shall be not only bound up in the bid, but also submitted separately in a sealed envelope together Formats of Bids with the Bid Security according to ITB Clause 18.1

1. “投标声明”是指有无“降价声明”或“折扣声明”。“Statement of Bid”refers to“Price Reduce Statement”or “Discount Statement”.
2. “报价方式（报价条件）”请境内外投标人参照如下内容选择填写“Terms of Price” refers to below shows：

（1）从中华人民共和国关境内提供的货物（包括关境内制造的货物、投标截止时间前已经进口的货物和投标人拟自行进口后销售给招标人的货物）：

脐带缆和附件完税后深圳或惠州指定地点交货价；脐带缆散件完税后中国境内项目建造现场交货价, 包含所有应缴纳的关税、增值税和其它税。

（1）For goods offered from within PRC customs territory (including goods manufactured within PRC customs territory, goods already imported prior to the deadline for submission of bids and goods that the bidder intends to import by itself and then sell it to the tenderee after import. )：Umbilical and ancillaries：Delivered to Shenzhen or Huizhou designated location； Free issue items for umbilical：Delivered to project construction site in China，Including Value Added Tax (VAT) and other taxes already paid or payable to the government of PRC, as well as all customs duties.

（2）从中华人民共和国关境外提供的货物：脐带缆和附件DAP深圳或惠州指定地点（ INCOTERMS 2020）；脐带缆散件DAP中国境内项目建造现场（ INCOTERMS 2020）。

（2）Goods Offered From outside PRC Customs Territory：Umbilical and ancillaries：DAP designated location in Shenzhen or Huizhou designated location, Guangdong Province, P. R. of China， INCOTERMS 2020；Free issue items for umbilical：DAP project construction site in China， INCOTERMS 2020.

**附件2．投标分项报价表格式**

**详见附件D：价格表。**

See Appendix D：Price Table for details.

**附件3： 业绩表**

**Attachment 3: List of Performance**

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| No.序号 | Date of signing Contract合同签署时间 | Name of Manufacturer制造商名称 |  Name of Goods货物名称 | Quantity and Length of Goods供货数量及长度 | Application water depth水深 | Voltage grade电压等级 | Tubing material and tube size 液管线尺寸、液管线材质 | Receiving certificate of arrival of goods是否有到货接收证书 | The page number/index of the supporting documents submitted in the tender documents提交的证明文件在投标文件中的页码/索引 | Notes (Other information can be added by bidder)备注（投标人可自行添加额外信息） |
| 1 |  |  |  |  |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |  |  |  |  |
| 4 |  |  |  |  |  |  |  |  |  |  |
| ... |  |  |  |  |  |  |  |  |  |  |

注：

1、投标人仅需在本表中列出满足招标文件要求的业绩，并在该业绩表后附上每个业绩的合同复印件等证明文件（招标人及招标机构保留核查原件的权利），如未附，该项业绩在评标时将不予承认。

2、不满足本次招标业绩要求的业绩不要列在该表中。

Note:

1. Bidders only list performance which meet the requirements of the bidding documents, and after performance table attach the contact copy of each performance (Tenderee and Tendering Agency reserves the right to checking the original). if not, performance will not be accepted at the bid evaluation.

2. Performance which does not meet the requirements should not be listed in this form.

附件4 投标文件封面（格式）

Attachment 10:Cover Page of Bid Documents(Format)

 **项目Project**

 **本**

 **（货物名称）(Name of Goods)**

**投标文件**

**Bid Document**

**商务标 Commercial Bid**

**招标编号Bid No.：**

**投标人Bidder：（盖章）(stamp)**

**日期： 年 月 日**

**Date:**

 **本**

 **项目Project**

 **（货物名称）(Name of Goods)**

**投标文件**

**Bid Document**

**技术标 Technical Bid**

**招标编号Bid No.：**

**投标人Bidder：（盖章）(stamp)**

**日期： 年 月 日**

**Date:**

 附件5：单位负责人授权书格式Form of Power of Attorney

**Power of Attorney**

KNOW ALL MEN by these presents that the undersigned (name) (title) of (firm) lawfully authorized to represent and act on behalf of the said company, whose registered address is do hereby appoint (name) (title) of (firm), whose signature appears below to be true and lawful attorney, and authorize the said attorney to execute all the necessary matters related thereto, in the name and on behalf of the said company in connection with the Contract of Project.

In witness thereof, we have hereto set out respective hands this day (month and year)

Signature of Legal Person:

Signature of Attorney:

Witnessed by:

Name and Title of Witness:

Name of Firm of Witness:

Address of Witness:

附件Attachment 6

**投标承诺书**

我单位在参与本项目投标活动中，严格遵守国家法律法规和中国海洋石油集团有限公司供应商管理相关规定，并作出如下承诺：

1. 我单位和授权投标代表将严格遵循公开、公平、公正、诚实守信的原则，不向招标人或评标人员行贿、不与招标人或代理机构串通以谋取中标，依法依规参与本项目投标。
2. 我单位本次投标所提供的一切资料都是真实、有效、合法的。
3. 我单位和授权投标代表在本项目招标投标活动中，不存在与其他投标人串通谋取中标的情况。
4. 我单位知晓，在本项目中如出现不同投标人的单位负责人为同一人、存在控股或管理关系的情况，相关投标将均被否决（具体参考《中华人民共和国招投标法实施条例》第三十四条）。
5. 我单位如被查实在本项目投标活动中存在串通投标、弄虚作假、行贿招标人或评标人员等违法违规行为，我单位及授权代表将承担相关法律责任。
6. 我单位承诺，如对本项目招标投标活动提出异议和投诉，将按照相关法律法规和招标文件规定，通过正规方式和渠道提出。

附：公司章程或其他能够体现出资人、股东信息的法定文件

投标人：

日 期：

**Bid commitment**

In participating in the bidding activities of the project, our company strictly complies with the national laws and regulations and the relevant provisions of China National Offshore Oil Corporation on supplier management, and makes the following commitments:

1. Our company and the authorized bidding representative will strictly follow the principles of openness, fairness, impartiality, honesty and trustworthiness, and will not bribe the tenderee or the bid evaluation personnel, nor collude with the tenderee or the agency to win the bid, and participate in the bidding of the project according to law and regulations.

2. All materials provided by our company in this bid are true, effective and legal.

3. Our company and the authorized bidding representative do not collude with other bidders to win the bid in the bidding activities of the project.

4. We know that in the project, if the unit heads of different bidders are the same person and there is a controlling or management relationship, the relevant bids will be rejected (refer to Article 34 of the regulations for the implementation of the bidding law of the people's Republic of China for details).

5. If our company is found to have collusive bidding, fraud, bribery of the tenderee or bid evaluation personnel and other illegal behaviors in the bidding activities of the project, our company and authorized representatives will bear relevant legal responsibilities.

6. We promise that if we raise objections and complaints about the bidding activities of the project, we will raise them through formal means and channels in accordance with relevant laws and regulations and the provisions of the bidding documents.

Attachment: articles of association or other legal documents that can reflect the information of investors and shareholders

Bidder：

Date：

 (official seal)

附件Attachment 7

**合规承诺函及出口管制物项信息确认表**

**合规承诺函**

Compliance Certification

我们特此向【下属单位名称】（以下简称“贵司”）做出如下承诺与保证：

We hereby guarantee and promise to [the name of affiliate] (hereafter “**your company**”) that:

我们承诺，严格遵守全部所需适用国家和地区的出口管制与经济制裁法律法规的规定，且截至出具本合规承诺函之日，未被列入该等法律法规项下的限制性清单。如今后被列入任何限制性清单，我们确保将在第一时间以书面形式通知贵司。

We shall strictly comply with all applicable all applicable export control and economic sanction laws and regulations of relevant countries and regions, and as of execution of the Compliance Certification, we are not listed in any restrictive lists under such laws and regulations. We shall immediately inform your company in writing should we be listed in restrictive lists of any kind in the future.

我们承诺，拟向贵司提供的、附件《出口管制物项信息确认表》所列产品、软件、技术（以下统称“物项”），无需取得有关国家和地区政府主管机关出具的出口许可或者授权；如需取得相关出口许可或授权，我们将负责依法办理有关申请手续，并在遇到主管政府机关就涉及贵司获取物项提出的有关问题时，及时与贵司进行沟通确认，以确保向主管政府机关回复内容或者提交资料的真实性、准确性和完整性。

The commodity, software and technology (hereafter “**Items**”) that we intend to provide to your company, which are listed in the attached Checklist of Export Control Information, are not subject to any export license or authorization issued by the governing authority of any country and region; if an export license or authorization is required for the transaction, we shall be responsible for handling relevant application formalities in accordance to the law. If the governing authority raises any question related to your company obtaining such items, we shall communicate and confirm with your company in a timely manner, to ensure the truthfulness, accuracy and completeness of the reply to the government question and materials submitted to the governing authority.

我们保证，不存在与本承诺函不一致的事实，亦不存在其他事实表明向贵司提供任何物项已经导致或将会导致违反所需适用的出口管制与经济制裁法律法规的情况。

There are no facts inconsistent with this Certification, and there are no other facts indicating that providing any items to your company has caused or will cause violations to the EAR or other applicable export control and economic sanction laws and regulations.

我们承诺，如由于我们的陈述不实或未能履行本承诺函而产生的任何处罚或后果，我们将自行承担相应的责任，且对因此导致贵司受到的任何处罚、索赔、损失或其他不利后果承担全部赔偿责任。

We shall solely undertake any penalty and consequence arise from our misrepresentation or failure to perform the guarantee and promise in this Certification, and we shall bear full responsibility for any penalty, claim, loss or other adverse consequence caused to your company arising therefrom.

我们承诺，如果贵司在交易进行的任何阶段（含前期询价招标等）对我们所提供的资料或者信息的真实性以及合规性等存在任何怀疑，且我们未能及时作出合理解释时，同意贵司保留单方面终止交易或解除合同等一切必要权利。

If your company has any doubt about the truthfulness or legality of the materials or information provided by our company at any phase during the transaction (including the early-stage inquiry, bidding, etc.), and we fail to make a reasonable explanation for it in a timely manner, we agree that your company reserves all necessary rights to unilaterally terminate the transaction or rescind the contract.

我们有权代表【供应商名称】做上述承诺，并确认本承诺中包含的事实和陈述是真实、准确而完整的。

We are authorized by and present [insert name of supplier] to make the above commitments, and confirm that the facts and representations contained in this Certification are true, accurate and complete.

附件：出口管制物项信息确认表

Attachment：Checklist of Export Control Information

【供应商名称】（盖章）

[The Name of Supplier] (Seal)

授权代表（签字）：【\*】

Authorized Signatory (Signature):

职 务：【\*】

Title:

日 期：2021年【\*】月【\*】日

Date

**出口管制物项信息确认表**

|  |
| --- |
| **出口管制物项信息确认表Checklist of Export Control Information**  |
| **第一部分：供应商基本信息Part 1: Supplier's basic information** |
| 供应商名称Supplier's name | 　 |
| 供应商地址/所在国Supplier's address/country of domicile | 　 | 是否为经销商Is the supplier a distributorA4:K6? | 　 |
| 生产商地址/所在国（如为经销商供货，请提供生产商信息）Manufacturer's address/country of domicile (If the product is supplied by a distributor, please provide the manufacturer's information.) | 　 |
| （如供应商为美国生产商请直接填写第四部分（2）的内容）(If the supplier is U.S. manufacturer, please move on to part 4 (2)).  |
| **第二部分：物项（包括产品、软件、技术和服务）信息Part 2: Item information** |
| 物项名称Product name |  | 物项描述（请一并附上产品介绍）Product description (please attach product literature)  |  |
| （采购物项系美国供应商提供请直接填写第四部分（1）和（2）和（5），非美国供应商请根据实际情况填写第三部分，并根据第三部分的指示确定第四部分的填写内容）(If the product is provided by a U.S. supplier, please move on to part 4 (1) and (2) and (5); if by a non-U.S. supplier, please complete part 3 according to the actual situation, and determine the content to be completed according to the instructions in part 3.) |
| **第三部分：美国出口管制情况受控判断（非美国供应商）Part 3: Is the product subject to U.S. export control (non-U.S. supplier)** |
| 1）  采购物项是否属于受美国《出口管制条例》（EAR）或《国际军品交易条例》（ITAR）管辖的物项？ Is the product an item subject to the U.S. Export Administration Regulations (EAR) or International Traffic in Arms Regulations (ITAR)? 是/Yes□ 否/No□  |
| 如回答是，请填写本表第四部分（1）和（5）If yes, please complete part 4 (1) and (5). |
| 2） 采购物项是否为美国原产物项？ Is the product a U.S.-origin item? 是/Yes□ 否/No□  |
| 如回答是，除填写本表第四部分 （1）和（5）外，还需填写第四部分（2）If yes, besides part 4 (1) and (5), please also complete part 4 (2). |
| 3） 采购物项是否含有美国成分？ Does the product contain U.S. content? 是/Yes□ 否/No□  |
| 如回答是，请直接填写第四部分（3）If yes, please move on to part 4 (3). |
| 4） 采购物项或采购物项生产/检测等环节用到的各类设备是否属于美国技术和软件的直接产品（所谓直接产品是指美国技术和软件对于生产线或设备的生产、开发不可或缺) Is the product or all kinds of equipments used in production/testing process a direct product of U.S. technology and software? (A direct product means a production line or equipment for which production and development a U.S. technology and software is essential. ) 是/Yes□ 否/No□  |
| 如回答是，请填写第四部分（4）和（5），并基于相关技术信息参照《商业管控目录》注释，在本表第四部分（1）中提供相关物项的ECCN分类结果If yes, please complete part 4 (4) and (5), and provide the product's ECCN in part 4 (1) according to relevant technology information and notes of Commerce Control List. |
| **第四部分（1）：美国出口管制信息Part 4 (1): U.S. export control information** |
| 1） 采购物项受以下法规管辖： The product is subject to: EAR□ ITAR□ |
| 2） 如受EAR管辖，请提供以下信息： If the product is subject to EAR, please provide the following information: |
| ECCN编码ECCN | 　 | CCATS编码（如有）CCATS (if applicable) | 　 |
| 3） 如受ITAR管辖，请提供以下信息： If the product is subject to ITAR, please provide the following information: |
| USML编号及描述USML and description | 　 | 技术属于The technology can be classified as | （1）    重要军事技术： Significant military technology: 是/Yes□否/No□ |
| （2）    主要防卫技术： Main defense technology: 是/Yes□否/No□ |
| **第四部分（2）：美国生产商信息Part 4 (2): U.S. manufacturer's information** |
| 美国生产商名称U.S. manufacturer's name | 　 | 美国生产商地址U.S. manufacturer's address | 　 |
| 所在州State of domicile | 　 | 邮编Zip code | 　 |
| **第四部分（3）：美国受控成分情况确认Part 4 (3): Confirmation of U.S. controlled content** |
| 请提供物项中所含有美国受控成分的情况Please explain the U.S. controlled content incorporated in the item. |
| 所含美国受控成分名称Name of the U.S. controlled content | ECCN编码/USML编码及描述ECCN/USML and description | 受控成分价值在物项价值中占比（均为市场公允价值）Percentage of the total value of controlled content incorporated in the item (both are market fair value) | 美国生产商/供应商名称Name of the U.S. manufacturer/supplier |
| 　 | 　 | 　 | 　 | 　 | 　 | 　 | 　 |
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| **第四部分（4）：使用美国技术和软件对于采购产品或采购产品生产/检测等环节用到的各类设备不可或缺 （适用直接产品情况确认）Part 4 (4): Using U.S. technology and software is essential for the product or all kinds of equipment used in production/testing process (confirmation of direct product)** |
| 请提供与采购产品相关的美国技术和软件的情况Please explain the U.S. technology and software relevant to the product. |
| 技术和软件名称Name of the technology and software | ECCN编码/USML编码及描述ECCN/USML and description | 生产商/供应商名称Name of the manufacturer/supplier |
| 　 | 　 | 　 |
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| **第四部分（5）：许可证获取情况确认Part 4 (5): Confirmation of License** |
| 请提供物项申请美国许可证及许可证获取情况Please explain the U.S. export license application and approvals. |
| 1）是否就采购物项申请过美国出口管制许可证： Whether an export license with regard to the product is applied; 是/Yes□ 否/No□ |
| 2）如申请过上述许可证，该许可证是否获批： If the above license is applied, whether the application is approved; 是/Yes□ 否/No□ |
| 3）如已经获得该许可证，请提供许可证编码或许可证复印件： If the above license application is applied, please provide the license number or a copy of the license  |
| **第五部分：其它国家管制情况确认Part 5: Confirmation of other countries' export control information** |
| 1） 请说明相关物项是否受其它国家的出口管制限制？ Is the relevant technology and software subject to other countries' export control? |
| 是/Yes□ | 1)    请提供管制国家或地区名称\_\_\_\_\_\_\_\_\_\_ Name of the controlling country or region: \_\_\_\_\_\_\_\_\_\_ | 否/No□ |
| 2)    请提供相关出口管制分类编码（如有）\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Relevant ECCN (if applicable): \_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 3)   请提供适用法律法规的名称\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name of the applicable laws or regulations: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 4)    请提供受管制的具体限制情况说明（如有）\_\_\_\_\_\_\_\_\_\_\_\_ Detailed explanation of the control (if any): \_\_\_\_\_\_\_\_\_\_\_\_ |
| **第六部分：合法性和真实性确认Part 6: Confirmation of legality and authenticity** |
| 1）请确认贵司及本问卷签署人均未受到任何国家和地区的政府监管部门所施加的、会影响此次销售或发运的制裁或限制。 Please confirm that you, as a company or individual, are not subject to any sanction or restriction by a governmental regulatory body in of jurisdiction of any country or region that would have implications for sale or shipment of the item(s). 是/Yes□ 否/No□ |
| 2）兹证明我有权代表【卖方】签署本问卷且对其具有法律约束力。 此外，我保证，据【卖方】所知，本调查问卷中的所有事实均真实无误，且据我们所知不存在任何与上述声明不符的额外情况。在填写完毕并签署本问卷后，如上述所提供信息发生任何变化，我将立即书面通知【买方】。 I certify that I am authorized to legally bind [PLEASE FILL IN SUPPLIER NAME] and that I am authorized to sign this questionnaire on its behalf. Furthermore, I certify that all of the facts contained in this questionnaire are true and correct to the best of [FILL IN COMPANY NAME]’s knowledge, and we do not know of any additional facts which are inconsistent with the above statement. In case of any change of facts which occurs after this questionnaire has been completed and signed, I shall promptly notify [FILL IN COMPANY NAME] in writing. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 打印签名/Print Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_联系方式（电话和邮箱）/Contact Info (Phone Number and E-mail)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_职务/Title of Signee\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_公司盖章/Company Stamp/Official Seal\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_签名/Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_日期/Date  |

#### 附件8：技术/商务及合同条款响应/偏离表格式

Attachment 8: Responsiveness/Deviation Form for Technical /Commercial Terms

 技术条款响应/偏离表

投标人名称： 招标编号： 包号：

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| --- | --- | --- | --- | --- |
| 序号 | 招标文件条目号 | 招标文件技术条款 | 投标文件技术条款 | 说 明 |
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投标人代表签字：

**Responsiveness/Deviation Form for Technical Terms**

Name of Bidder: IFB No.: Package No.:

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| SerialNo. | Ref. No | Technical Terms inBidding Documents | Technical TermsOffered by the Bidder | Remarks |
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Signature of Bidder:

 商务条款响应/偏离表

投标人名称： 招标编号： 包号：

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| --- | --- | --- | --- | --- |
| 序号 | 招标文件条目号 | 招标文件商务条款 | 投标文件商务条款 | 说 明 |
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投标人代表签字：

**Responsiveness/Deviation Form for Commercial Terms**

Name of Bidder: IFB No.: Package No.:

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| SerialNo. | Ref. No | Commercial Terms inBidding Documents | Commercial TermsOffered by the Bidder | Remarks |
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Signature of Bidder:

合同条款响应/偏离表

Responsiveness/Deviation Form for PURCHASE AGREEMENT Terms

投标人名称： 招标编号： 包号：

Name of Bidder: IFB No.: Package No.:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| SerialNo. | Ref. No | Argeement Terms inBidding Documents | Argeement TermsOffered by the Bidder | Remarks |
| 序号 | 合同条款号 | 合同条款要求 | 投标文件响应 | 说明 |
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注：1.投标人应对照合同(指招标人提供的设备买卖合同)条款的要求，逐条说明对于偏离项的响应情况。The Bidder shall complete an item-by-item commentary to the requirements of the contract( this refers to the Equipment Purchase Agreement provided by CNOOC) terms on this Responsiveness/Deviation Form for PURCHASE AGREEMENT Terms。

2.合同条款号必须列明**并指向**章节条款号(章—节—小节—款)至最小分项（如下示例中**“ARTICLE4--4.6--b）--2)”**为最小分项）。The clause number of the contract (Articles—Sections—Subsections—Paragraphs) must be **listed and point to** the minimum sub item (in the following example, **“ARTICLE4--4.6--b）--2)”** is the minimum sub item).

3.如上注2中示例的每条合同条款的最小分项偏离计为1项偏离。合同条款未列示至最小分项的，以该章节中最小分项总数计算偏离数（如下示例中如对4.6-b）项偏离的，计为5项，如对4.6偏离的，计为6项）。As shown in Note 2 above, the minimum itemized deviation of each contract term ~~is~~ will be counted as one deviation. If the minimum items are not listed clear, the number of deviations shall be calculated per the total quantity of minimum items under the Ref. No(in the following example, If the deviation Ref. No is described as “**ARTICLE4--4.6--b）**”, it shall be counted as 5 items; if the deviation Ref. No is described as “**ARTICLE4--4.6**”, it shall be counted as 6 items).

4.对合同条款无偏离时，应在“投标文件响应”一栏填写“无偏离”。If there is no deviation from the contract terms, "no deviation" shall be filled in the column of "response to tender documents".

**5. 投标人应知晓其对合同条款提出的偏离内容不一定被招标人完全接受，实际合同签署的偏离相关内容将为合同双方经协商一致后都能接受的内容。The bidder shall be aware that any deviation from the Agreement Terms proposed by the bidder may not be completely accepted by CNOOC. The deviation should be acceptable to both parties through consultation before actually sighing the contract.**

投标人代表签字/ Signature of bidder's representative：

**示例/An example：**

ARTICLE4*-- Article*

4.6 Supplier's Limit of Liability *-- Section*

1. Supplier's maximum aggregate liability under or in connection with this Agreement, whether in contract, tort or otherwise, shall be limited to a sum equal to one hundred and twenty percent (120%) of the Contract Price.

*-- Subsection*

1. Provided this Article shall not exclude or limit Supplier's liability: *-- Subsection*
2. in any case of fraud, deliberate default or reckless misconduct by Supplier *--Paragraph*
3. arising out of or connected with Supplier’s Gross Negligence/Willful Misconduct; *--Paragraph*
4. under its indemnity obligations contained in Sections 8.3, 9.3, 12.9, and Section 21; *--Paragraph*
5. for breach of its obligations under Sections 8.1(a), 8.1(b), 9.1(a), Section 13, Section 14 and Section 25; *--Paragraph*
6. arising from Supplier's repudiation of the Agreement. *--Paragraph*

#### **附件9：评审评议项响应情况表**

#### Attachment 9: Response Forms of Examination &Evaluation items

详见附件9：评审评议项响应情况表

1. **合同专用条款(合同格式）**

**（不适用。本项目合同格式见附件）**

Please see the Attachment: Equipment Purchase Agreement for details.

The section 3 Contract Form of Volume One is not applicable for this bid.

**Part terms of contract for this bid required as below shows:**

|  |  |
| --- | --- |
| ★适用法律Governing Law | 本次招标签署协议必须适用中国法 ,且不适用《联合国国际货物销售合同公约》。相应投标人必须满足的协议条款内容如下：The contract signed between the successful bidder and the tenderee must be governed by Chinese law and does not apply to the United Nations Convention on Contracts for the International Sale of Goods.The bidder must meet the contract terms as follows: ARTICLE44.2 Governing LawThe Agreement shall be governed and construed in accordance with the laws of the People’s Republic of China (without reference to its rules as to conflicts of law). UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS shall NOT apply to the Agreement. |
| ★贸易条件Trade terms | **从中华人民共和国关境内提供的货物（包括关境内制造的货物、投标截止时间前已经进口的货物和投标人拟自行进口后销售给招标人的货物）：**脐带缆和附件完税后深圳或惠州指定地点交货价；脐带缆散件完税后中国境内项目建造现场交货价, 应包含所有应缴纳的关税、增值税和其它税。**从中华人民共和国关境外提供的货物：**脐带缆和附件DAP深圳或惠州指定地点（ INCOTERMS 2020）；脐带缆散件DAP中国境内项目建造现场（ INCOTERMS 2020）。**For goods offered from within PRC customs territory (including goods manufactured within PRC customs territory, goods already imported prior to the deadline for submission of bids and goods that the bidder intends to import by itself and then sellit to the tenderee after import. )：**Umbilical and ancillaries：Delivered to Shenzhen or Huizhou designated location, Free issue items for umbilical：Delivered to project construction site in China，Including Value Added Tax (VAT) and other taxes already paid or payable to the government of PRC, as well as all customs duties.**Goods Offered From outside PRC Customs Territory：**Umbilical and ancillaries：DAP designated location in Shenzhen or Huizhou designated location, Guangdong Province, P. R. of China， INCOTERMS 2020；Free issue items for umbilical：DAP project construction site in China， INCOTERMS 2020. |
| ★付款账期Payment period | 在收到发票后45天内由电汇支付Paid by T/T within 45 days after receipt of undisputed Invoice |
| ★商务偏离（含合同条款偏离）Commercial deviation (include PURCHASE AGREEMENT terms deviation) | 投标人应对照招标文件的要求，在商务偏离表和合同偏离表上（见招标文件附件8）逐条说明对于偏离项的响应情况。The Bidder shall complete an item-by-item commentary to the requirements of the Bidding Documents on the Responsiveness/Deviation Form（see Attachment 8 in biding documents for details） for Commercial Terms& PURCHASE AGREEMENT Terms。一般商务指标偏离（含合同条款偏离，合同条款偏离必须列明并指向章节条款号(章—节—小节—款)至最小分项）数量累计超出10项（即 >10项）的投标，均将被视为不满足招标文件实质性要求，并导致投标被否决。If the amount of the general commercial deviation terms （include PURCHASE AGREEMENT terms, **the clause number of the contract (Articles—Sections—Subsections—Paragraphs) must be listed and point to the minimum sub item ）**add up exceeds 10 (that is to say >10), the bid will be rejected as non-responsive.注：招标文件中未加注★的其它商务、合同要求和条件均为一般商务指标。 |

**第八章 货物需求一览表及技术规格**

**Section 8 Schedule of Requirements and Technical Specifications**

**详见附件**

**Refer to attachment**