

CHAPTER 15

GOVERNMENT PROCUREMENT

Article 15.1: Definitions

For the purposes of this Chapter:

build-operate-transfer contract and public works concession contract means a contractual arrangement the primary purpose of which is to provide for the construction or rehabilitation of physical infrastructure, plants, buildings, facilities or other government-owned works and under which, as consideration for a supplier's execution of a contractual arrangement, a procuring entity grants to the supplier, for a specified period of time, temporary ownership or a right to control and operate, and demand payment for the use of those works for the duration of the contract;

commercial goods or services means goods or services of a type generally sold or offered for sale in the commercial marketplace to, and customarily purchased by, non-governmental buyers for non-governmental purposes;

in writing or written means any worded or numbered expression that can be read, reproduced and may be later communicated. It may include electronically transmitted and stored information;

limited tendering means a procurement method whereby the procuring entity contacts a supplier or suppliers of its choice;

multi-use list means a list of suppliers that a procuring entity has determined satisfy the conditions for participation in that list, and that the procuring entity intends to use more than once;

notice of intended procurement means a notice published by a procuring entity inviting interested suppliers to submit a request for participation, a tender or both;

offset means any condition or undertaking that requires the use of domestic content, a domestic supplier, the licensing of technology, technology transfer, investment, counter-trade or similar action to encourage local development or to improve a Party's balance of payments accounts;

open tendering means a procurement method whereby all interested suppliers may submit a tender;

procuring entity means an entity listed in Annex 15-A;

第 15 章

政府采购

第 15.1 条 定义

就本章而言：

建设-经营-转让合同和公共工程特许合同指主要目的为规定物质基础设施、厂房、建筑物、设施或其他政府所有的工程建造或修复的合同安排，根据该安排，作为对一供应商履行合同安排的报酬，一采购实体授予该供应商在一特定期限内的临时所有权或控制和经营并在合同有效期内对使用这些工程收取费用的权利；

商业货物或服务指在商业性市场上普遍销售或许诺销售的货物或服务类型，且通常由非政府购买者为非政府目的而购买；

以书面形式或书面的指以可阅读、复制并可随后传递的任何文字或数字表达式。可包括通过电子方式传输和存储的信息；

限制性招标指采购实体自行选择与一个或多个供应商进行联系的采购方法；

常用名单指采购实体已确定符合该名单参加条件且采购实体旨在使用一次以上的供应商名单；

意向采购通知指采购实体公布的、邀请感兴趣的供应商提交参加请求、投标或同时提交两者的通知；

补偿指为鼓励当地发展或改善一缔约方国际收支账户而要求使用当地含量、当地供应商、技术许可、技术转让、投资、抵偿贸易或类似行动的任何条件或承诺；

公开招标指所有感兴趣的供应商均可投标的采购方法；

采购实体指附件 15-A 中所列一实体；

publish means to disseminate information through paper or electronic means that is distributed widely and is readily accessible to the general public;

qualified supplier means a supplier that a procuring entity recognises as having satisfied the conditions for participation;

selective tendering means a procurement method whereby the procuring entity invites only qualified suppliers to submit a tender;

services includes construction services, unless otherwise specified;

supplier means a person or group of persons that provides or could provide a good or service to a procuring entity; and

technical specification means a tendering requirement that:

- (a) sets out the characteristics of:
 - (i) goods to be procured, including quality, performance, safety and dimensions, or the processes and methods for their production; or
 - (ii) services to be procured, or the processes or methods for their provision, including any applicable administrative provisions; or
- (b) addresses terminology, symbols, packaging, marking or labelling requirements, as they apply to a good or service.

Article 15.2: Scope

Application of Chapter

1. This Chapter applies to any measure regarding covered procurement.
2. For the purposes of this Chapter, covered procurement means government procurement:
 - (a) of a good, service or any combination thereof as specified in each Party's Schedule to Annex 15-A;
 - (b) by any contractual means, including: purchase; rental or lease, with or without an option to buy; build-operate-transfer contracts and public works concessions contracts;

公布指通过发行广泛且公众可容易获得的纸质或电子方式发布信息；

合格供应商指采购实体认可符合参加条件的供应商；

选择性招标指采购实体仅邀请符合条件的供应商投标的采购方法；

服务包括建筑服务，除非另有规定；

供应商指向采购实体提供或能够提供货物或服务的一人或一组人；以及

技术规格指下列招标要求：

- (a) 列出下列货物或服务的特性：
 - (i) 拟购货物，包括质量、性能、安全性和尺寸，或其生产工序和方法；或
 - (ii) 拟购服务，或提供服务的工序或方法，包括任何适用的管理规定；或
- (b) 处理适用于货物或服务的术语、符号、包装、标志或标签要求。

第 15.2 条 范围

本章的适用

1. 本章适用于与涵盖采购有关的任何措施。
2. 就本章而言，涵盖采购指下列政府采购：
 - (a) 货物、服务或货物和服务的任何组合，如每一缔约方的附件 15-A 减让表中所规定；
 - (b) 通过任何契约方式进行，包括：购买，无论有无购买选择权的租赁或租购；建设-经营-转让合同和公共工程特许合同；

- (c) for which the value, as estimated in accordance with paragraphs 8 and 9, equals or exceeds the relevant threshold specified in a Party's Schedule to Annex 15-A, at the time of publication of a notice of intended procurement;
- (d) by a procuring entity; and
- (e) that is not otherwise excluded from coverage under this Agreement.

Activities Not Covered

3. Unless otherwise provided in a Party's Schedule to Annex 15-A, this Chapter does not apply to:

- (a) the acquisition or rental of land, existing buildings or other immovable property or the rights thereon;
- (b) non-contractual agreements or any form of assistance that a Party, including its procuring entities, provides, including cooperative agreements, grants, loans, equity infusions, guarantees, subsidies, fiscal incentives and sponsorship arrangements;
- (c) the procurement or acquisition of: fiscal agency or depository services; liquidation and management services for regulated financial institutions; or services related to the sale, redemption and distribution of public debt, including loans and government bonds, notes and other securities;
- (d) public employment contracts;
- (e) procurement:
 - (i) conducted for the specific purpose of providing international assistance, including development aid;
 - (ii) funded by an international organisation or foreign or international grants, loans or other assistance to which procurement procedures or conditions of the international organisation or donor apply. If the procedures or conditions of the international organisation or donor do not restrict the participation of suppliers then the procurement shall be subject to Article 15.4.1 (General Principles); or
 - (iii) conducted under the particular procedure or condition of an international agreement relating to the stationing of troops or relating to the joint implementation by the signatory

- (c) 在公布意向采购通知时，依照第 8 款和第 9 款估计的价值等于或超过每一缔约方附件 15-A 减让表中所规定的相关门槛金额；
- (d) 由一采购实体进行；以及
- (e) 未通过其他方式自本协定项下的涵盖范围中排除。

未涵盖的活动

3. 除非在一缔约方附件 15-A 减让表中另有规定，否则本章不适用于：

- (a) 土地、现有建筑物或其他不动产或其权利的收购或出租；
- (b) 非契约性协议或一缔约方，包括其采购实体，提供的任何形式的援助，包括合作协议、赠款、贷款、股本权益注入、担保、补贴、财政激励和赞助安排；
- (c) 财务代理或储蓄服务、受控制金融机构的清算和管理服务或与包括贷款、政府债券、票据及其他有价证券在内的公债销售、回购和发行相关服务的采购或收购；
- (d) 公共雇佣合同；
- (e) 下列采购：
 - (i) 为提供国际援助的特定目的而开展的采购，包括发展援助；
 - (ii) 由一国际组织或外国或国际赠款、贷款或其他援助资助，适用国际组织或捐助方的采购程序或条件。如该国际组织或捐助方的采购程序或条件不限制供应商的参加，则采购应遵守第 15.4.1 条(总则)；或
 - (iii) 根据与部队驻扎相关或一项目签署国联合执行相关国际协定的特别程序或条件开展的采

countries of a project; and

- (f) procurement of a good or service outside the territory of the Party of the procuring entity, for consumption outside the territory of that Party.

Schedules

4. Each Party shall specify the following information in its Schedule to Annex 15-A:

- (a) in Section A, the central government entities whose procurement is covered by this Chapter;
- (b) in Section B, the sub-central government entities whose procurement is covered by this Chapter;
- (c) in Section C, other entities whose procurement is covered by this Chapter;
- (d) in Section D, the goods covered by this Chapter;
- (e) in Section E, the services, other than construction services, covered by this Chapter;
- (f) in Section F, the construction services covered by this Chapter;
- (g) in Section G, any General Notes;
- (h) in Section H, the applicable Threshold Adjustment Formula;
- (i) in Section I, the publication information required under Article 15.6.2 (Publication of Procurement Information); and
- (j) in Section J, any transitional measures in accordance with Article 15.5 (Transitional Measures).

Compliance

5. Each Party shall ensure that its procuring entities comply with this Chapter in conducting covered procurements.

6. No procuring entity shall prepare or design a procurement, or otherwise structure or divide a procurement into separate procurements in any stage of the procurement, or use a particular method to estimate the value of a procurement, in order to avoid the obligations of this Chapter.

购；以及

- (f) 在采购实体所属缔约方领土之外的货物或服务采购，且用于在该缔约方领土之外的消费。

减让表

4. 每一缔约方应在其附件 15-A 减让表中规定下列信息：
- (a) 在 A 节中，采购为本章所涵盖的中央政府实体；
 - (b) 在 B 节中，采购为本章所涵盖的次中央政府实体；
 - (c) 在 C 节中，采购为本章所涵盖的其他实体；
 - (d) 在 D 节中，本章所涵盖的货物；
 - (e) 在 E 节中，本章所涵盖的服务，建筑服务除外；
 - (f) 在 F 节中，本章所涵盖的建筑服务；
 - (g) 在 G 节中，任何总注释；
 - (h) 在 H 节中，适用的门槛金额调整公式；
 - (i) 在 I 节中，第 15.6.2 条(采购信息的公布)下所要求的信息公布；以及
 - (j) 在 J 节中，依照第 15.5 条(过渡性措施)采取的任何过渡性措施。

遵守

5. 每一缔约方应保证其采购实体在开展涵盖采购时遵守本章。
6. 任何采购实体不得为规避本章义务而准备或设计一采购，或通过其他方式在采购的任何阶段将一项采购安排或分割为多项采购，或使用特殊方法估计采购价值。

7. Nothing in this Chapter shall be construed to prevent a Party, including its procuring entities, from developing new procurement policies, procedures or contractual means, provided that they are not inconsistent with this Chapter.

Valuation

8. In estimating the value of a procurement for the purposes of ascertaining whether it is a covered procurement, a procuring entity shall include the estimated maximum total value of the procurement over its entire duration, taking into account:

- (a) all forms of remuneration, including any premium, fee, commission, interest or other revenue stream that may be provided for under the contract;
- (b) the value of any option clause; and
- (c) any contract awarded at the same time or over a given period to one or more suppliers under the same procurement.

9. If the total estimated maximum value of a procurement over its entire duration is not known, the procurement shall be deemed a covered procurement, unless otherwise excluded under this Agreement.

Article 15.3: Exceptions

1. Subject to the requirement that the measure is not applied in a manner that would constitute a means of arbitrary or unjustifiable discrimination between Parties where the same conditions prevail, or a disguised restriction on international trade between the Parties, nothing in this Chapter shall be construed to prevent a Party, including its procuring entities, from adopting or maintaining a measure:

- (a) necessary to protect public morals, order or safety;
- (b) necessary to protect human, animal or plant life or health;
- (c) necessary to protect intellectual property; or
- (d) relating to the good or service of a person with disabilities, of philanthropic or not-for-profit institutions, or of prison labour.

2. The Parties understand that subparagraph 1(b) includes environmental measures necessary to protect human, animal or plant life or health.

7. 本章中任何内容不得解释为阻止一缔约方，包括其采购实体，制定新的采购政策、程序或合同方式，只要上述各项与本章不相抵触。

估价

8. 在估算一采购的价值以确定其是否属涵盖采购时，一采购实体应包括全部采购期限内的估计最高总价值，同时考虑：

- (a) 所有形式的报酬，包括任何奖金、酬金、佣金、利息或在合同项下可能规定的其他收入来源；
- (b) 任何选择性购买的价值；以及
- (c) 在同一采购项下，同时或在一指定期限内授予一个或多个供应商的任何合同。

9. 如一项采购在其全部期限内的估计最高总价值不可知，则该项采购应被视为属涵盖采购，除非在本协定项下通过其他方式予以排除。

第 15.3 条 例外

1. 在遵守关于该措施的实施方式不在情形相同的缔约方之间构成任意或不合理歧视的手段或构成对缔约方之间国际贸易变相限制的要求的前提下，本章中任何内容不得解释为阻止一缔约方，包括其采购实体，采取或维持下列措施：

- (a) 为保护公共道德、秩序或安全所必需的措施；
- (b) 为保护人类、动物或植物的生命或健康所必需的措施；
- (c) 为保护知识产权所必需的措施；或
- (d) 与残疾人、慈善或非营利机构、或监狱囚犯货物或服务相关的措施。

2. 缔约方理解第 1 款(b)项包括为保护人类、动物或植物的生命或健康所必需的环境措施。

Article 15.4: General Principles

National Treatment and Non-Discrimination

1. With respect to any measure regarding covered procurement, each Party, including its procuring entities, shall accord immediately and unconditionally to the goods and services of any other Party and to the suppliers of any other Party, treatment no less favourable than the treatment that the Party, including its procuring entities, accords to:

- (a) domestic goods, services and suppliers; and
- (b) goods, services and suppliers of any other Party.

For greater certainty, this obligation refers only to the treatment accorded by a Party to any good, service or supplier of any other Party under this Agreement.

2. With respect to any measure regarding covered procurement, no Party, including its procuring entities, shall:

- (a) treat a locally established supplier less favourably than another locally established supplier on the basis of degree of foreign affiliation or ownership; or
- (b) discriminate against a locally established supplier on the basis that the good or service offered by that supplier for a particular procurement is a good or service of any other Party.

3. All orders under contracts awarded for covered procurement shall be subject to paragraphs 1 and 2 of this Article.

Procurement Methods

4. A procuring entity shall use an open tendering procedure for covered procurement unless Article 15.9 (Qualification of Suppliers) or Article 15.10 (Limited Tendering) applies.

Rules of Origin

5. Each Party shall apply to covered procurement of a good the rules of origin that it applies in the normal course of trade to that good.

Offsets

6. With regard to covered procurement, no Party, including its procuring entities, shall seek, take account of, impose or enforce any offset, at any stage of a procurement.

第 15.4 条 总则

国民待遇和非歧视

1. 对于有关涵盖采购的任何措施，每一缔约方，包括其采购实体，应立即无条件地给予任何其他缔约方的货物和服务及任何其他缔约方的供应商不低于该缔约方，包括其采购实体，给予下列货物、服务和供应商的待遇：

- (a) 本国货物、服务和供应商；及
- (b) 任何其他缔约方的货物、服务和供应商。

为进一步明确，这一义务仅指一缔约方在本协定项下给予任何其他缔约方的货物、服务或供应商的待遇。

2. 对于有关涵盖采购的任何措施，一缔约方，包括其采购实体，不得：

- (a) 基于外国联营程度或所有权而使给予一当地设立供应商的待遇低于给予另一当地设立供应商的待遇；或
- (b) 基于一当地设立供应商为一特定采购提供的货物或服务属任何其他缔约方的货物或服务而歧视该供应商。

3. 对涵盖采购所授予合同项下的所有订单均应遵守本条第 1 款和第 2 款。

采购方法

4. 采购实体应对涵盖采购使用公开招标程序，除非适用第 15.9 条(供应商资格)或第 15.10 条(限制性招标)。

原产地规则

5. 每一缔约方应对涵盖采购的货物适用在正常贸易过程中对该货物适用的原产地规则。

补偿

6. 对于涵盖采购，任何缔约方，包括其采购实体，不得在采购的任何阶段寻求、考虑、强加或实施任何补偿。

Measures Not Specific to Procurement

7. Paragraphs 1 and 2 shall not apply to customs duties and charges of any kind imposed on or in connection with importation, the method of levying such duties and charges, other import regulations or formalities, and measures affecting trade in services other than measures governing covered procurement.

Use of Electronic Means

8. The Parties shall seek to provide opportunities for covered procurement to be undertaken through electronic means, including for the publication of procurement information, notices and tender documentation, and for the receipt of tenders.

9. When conducting covered procurement by electronic means, a procuring entity shall:

- (a) ensure that the procurement is conducted using information technology systems and software, including those related to authentication and encryption of information, that are generally available and interoperable with other generally available information technology systems and software; and
- (b) establish and maintain mechanisms that ensure the integrity of information provided by suppliers, including requests for participation and tenders.

Article 15.5: Transitional Measures

1. A Party that is a developing country (developing country Party) may, with the agreement of the other Parties, adopt or maintain one or more of the following transitional measures, during a transition period set out in, and in accordance with, Section J of the Party's Schedule to Annex 15-A:

- (a) a price preference programme, provided that the programme:
 - (i) provides a preference only for the part of the tender incorporating goods or services originating in that developing country Party; and
 - (ii) is transparent, and that the preference and its application in the procurement are clearly described in the notice of intended procurement;
- (b) an offset, provided that any requirement for, or consideration of, the imposition of the offset is clearly stated in the notice of

非专门针对采购的措施

7. 第 1 款和第 2 款不得适用于：对进口征收或与进口有关的关税和任何种类的费用；征收此类关税和费用的方法；其他进口法规或手续以及除适用于涵盖采购措施之外的影响服务贸易的措施。

电子方式的使用

8. 缔约方应寻求为通过电子方式开展涵盖采购提供机会，包括公布采购信息、通知和招标文件，以及接收投标。

9. 如通过电子方式开展涵盖采购，一采购实体应：

- (a) 保证采购的开展使用可普遍获得且可与其他可普遍获得的信息技术系统和软件互用的信息技术和软件，包括与信息认证和加密相关的信息技术系统和软件；及
- (b) 建立和设立保证供应商提供信息的完整性的机制，包括参加请求和投标。

第 15.5 条 过渡性措施

1. 属发展中国家的一缔约方(发展中国家缔约方)，经其他缔约方同意，可在该缔约方附件 15-A 减让表 J 节中所列一过渡期内，依照该节采取或维持下列一项或多项过渡性措施：

- (a) 优惠价格计划，只要该计划：
 - (i) 仅对投标中源自该发展中国家的货物或服务的一部分提供优惠；及
 - (ii) 是透明的，且优惠及其在采购中的适用在意向采购通知中明确说明；
- (b) 补偿，只要实行补偿的任何要求或考虑在意向采购

intended procurement;

- (c) the phased-in addition of specific entities or sectors; and
- (d) a threshold that is higher than its permanent threshold.

A transitional measure shall be applied in a manner that does not discriminate between the other Parties.

2. The Parties may agree to the delayed application of any obligation in this Chapter, other than Article 15.4.1(b) (General Principles), by the developing country Party while that Party implements the obligation. The implementation period shall be only the period necessary to implement the obligation.

3. Any developing country Party that has negotiated an implementation period for an obligation under paragraph 2 shall list in its Schedule to Annex 15-A the agreed implementation period, the specific obligation subject to the implementation period and any interim obligation with which it has agreed to comply during the implementation period.

4. After this Agreement has entered into force for a developing country Party, the other Parties, on request of that developing country Party, may:

- (a) extend the transition period for a measure adopted or maintained under paragraph 1 or any implementation period negotiated under paragraph 2; or
- (b) approve the adoption of a new transitional measure under paragraph 1, in special circumstances that were unforeseen.

5. A developing country Party that has negotiated a transitional measure under paragraphs 1 or 4, an implementation period under paragraph 2, or any extension under paragraph 4, shall take those steps during the transition period or implementation period that may be necessary to ensure that it is in compliance with this Chapter at the end of any such period. The developing country Party shall promptly notify the other Parties of each step in accordance with Article 27.7 (Reporting in relation to Party-specific Transition Periods).

6. Each Party shall give consideration to any request by a developing country Party for technical cooperation and capacity building in relation to that Party's implementation of this Chapter.

通知中明确说明：

- (c) 分阶段增加特定实体或部门；以及
- (d) 高于其永久门槛金额的门槛金额。

过渡性措施应以不在其他缔约方间构成歧视的方式适用。

2. 缔约方可同意该发展中国家缔约方推迟适用该缔约方正在执行的本章中任何义务，但第 15.4.1 条(b)项(总则)除外。实施期应仅为实施该义务所必需的期限。

3. 任何已根据第 2 款就一义务谈判达成实施期的发展中国家缔约方，应在其附件 15-A 减让表中列出该议定实施期、适用实施期的特定义务以及已同意的在实施期内遵守的任何临时义务。

4. 在本协定对一发展中国家缔约方生效后，应该发展中国家缔约方请求，其他缔约方可：

- (a) 延长根据第 1 款采取或维持的一措施的过渡期或根据第 2 款谈判达成的任何实施期；或
- (b) 在加入过程中未预见的特殊情况下，批准根据第 1 款采用的新的过渡性措施。

5. 根据第 1 款或第 4 款已谈判达成过渡性措施、或根据第 2 款已谈判达成实施期或根据第 4 款已谈判达成延长期的一发展中国家缔约方，应在过渡期或实施期内采取必要步骤以保证其在任何此类期限结束之时即可遵守本章。发展中国家缔约方应依照第 27.7 条(与特定缔约方过渡期相关的报告)将每一步骤迅速通知其他缔约方。

6. 每一缔约方应考虑一发展中国家缔约方提出的与该缔约方实施本章相关的技术合作和能力建设的任何请求。

Article 15.6: Publication of Procurement Information

1. Each Party shall promptly publish any measure of general application relating to covered procurement, and any change or addition to this information.
2. Each Party shall list in Section I of its Schedule to Annex 15-A the paper or electronic means through which the Party publishes the information described in paragraph 1 and the notices required by Article 15.7 (Notices of Intended Procurement), Article 15.9.3 (Qualification of Suppliers) and Article 15.16.3 (Post-Award Information).
3. Each Party shall, on request, respond to an inquiry relating to the information referred to in paragraph 1.

Article 15.7: Notices of Intended Procurement

1. For each covered procurement, except in the circumstances described in Article 15.10 (Limited Tendering), a procuring entity shall publish a notice of intended procurement through the appropriate paper or electronic means listed in Annex 15-A. The notices shall remain readily accessible to the public until at least the expiration of the time period for responding to the notice or the deadline for submission of the tender.
2. The notices shall, if accessible by electronic means, be provided free of charge:
 - (a) for central government entities that are covered under Annex 15-A, through a single point of access; and
 - (b) for sub-central government entities and other entities covered under Annex 15-A, through links in a single electronic portal.
3. Unless otherwise provided in this Chapter, each notice of intended procurement shall include the following information, unless that information is provided in the tender documentation that is made available free of charge to all interested suppliers at the same time as the notice of intended procurement:
 - (a) the name and address of the procuring entity and other information necessary to contact the procuring entity and obtain all relevant documents relating to the procurement, and the cost and terms of payment to obtain the relevant documents, if any;
 - (b) a description of the procurement, including, if appropriate, the nature and quantity of the goods or services to be procured and a description of any options, or the estimated quantity if the quantity is not known;

第 15.6 条 采购信息的公布

1. 每一缔约方应迅速公布与涵盖采购相关的任何普遍适用的措施，及这一信息的任何变更或增加。
2. 每一缔约方应在其附件 15-A 减让表 I 节中列出该缔约方用于公布第 1 款中所述信息和第 15.7 条(意向采购通知)、第 15.9.3 条(供应商资格)和第 15.16.3 条(合同授予后的信息)所要求的通知的纸质或电子方式。
3. 应请求，每一缔约方应答复与第 1 款中所指信息相关的询问。

第 15.7 条 意向采购通知

1. 对于每一涵盖采购，一采购实体应通过附件 15-A 中所列适当纸质或电子方式公布意向采购通知，但第 15.10 条(限制性招标)所述情况除外。通知应至少在对该通知作出响应的期限或提交投标最后期限期满前可使公众容易获得。
2. 如通知通过电子方式可获得，则应按下列方式免费提供：
 - (a) 对于附件 15-A 所涵盖的中央政府实体，通过单一访问接入点；及
 - (b) 对于附件 15-A 所涵盖的次中央政府实体和其他实体，通过单一电子门户中的链接。
3. 除非本章中另有规定，否则每一意向采购通知应包括下列信息，除非该信息在与意向采购通知同时提供的招标文件中已向所有感兴趣的供应商免费提供：
 - (a) 采购实体的名称和地址及与采购实体联系并获得与采购有关的所有相关文件所必需的其他信息，以及其费用和付款条件(如有)；
 - (b) 关于采购的说明，包括，如适当，拟采购货物或服务的性质和数量及对任何选择权的说明，如数量不可知，则为估计数量；

- (c) if applicable, the time-frame for delivery of goods or services or the duration of the contract;
- (d) if applicable, the address and any final date for the submission of requests for participation in the procurement;
- (e) the address and the final date for the submission of tenders;
- (f) the language or languages in which tenders or requests for participation may be submitted, if other than an official language of the Party of the procuring entity;
- (g) a list and a brief description of any conditions for participation of suppliers, that may include any related requirements for specific documents or certifications that suppliers must provide;
- (h) if, pursuant to Article 15.9 (Qualification of Suppliers), a procuring entity intends to select a limited number of qualified suppliers to be invited to tender, the criteria that will be used to select them and, if applicable, any limitation on the number of suppliers that will be permitted to tender; and
- (i) an indication that the procurement is covered by this Chapter, unless that indication is publicly available through information published pursuant to Article 15.6.2 (Publication of Procurement Information).

4. For greater certainty, paragraph 3 does not preclude a Party from charging a fee for tender documentation if the notice of intended procurement includes all of the information set out in paragraph 3.

5. For the purposes of this Chapter, each Party shall endeavour to use English as the language for publishing the notice of intended procurement.

Notice of Planned Procurement

6. Procuring entities are encouraged to publish as early as possible in each fiscal year a notice regarding their future procurement plans (notice of planned procurement), which should include the subject matter of the procurement and the planned date of publication of the notice of intended procurement.

Article 15.8: Conditions for Participation

1. A procuring entity shall limit any conditions for participation in a covered procurement to those conditions that ensure that a supplier has the legal and

- (c) 如适用，货物或服务的交付时限或合同期限；
 - (d) 如适用，提交参加采购请求的地址和任何最后日期；
 - (e) 提交投标的地址和最后日期；
 - (f) 如投标或请求可使用不同于采购实体所属缔约方的官方语文，则为提交投标或参加请求可使用的一种或多种语文；
 - (g) 关于供应商参加的任何条件的清单和简要说明，可包括供应商必须提交的具体文件或证书的任何相关要求；
 - (h) 如根据第 15.9 条(供应商资格)，一采购实体有意选择有限数量的合格供应商受邀投标，则为选择供应商将使用的标准，且如适用，将允许参加投标的供应商数量的任何限额；以及
 - (i) 关于该项采购为本章所涵盖的说明，除非该说明通过根据第 15.6.2 条(采购信息的公布)公布的信息可公开获得。
4. 为进一步明确，如意向采购通知包含第 3 款中所列所有信息，则第 3 款不阻止一缔约方对招标文件收取费用。
5. 就本章而言，每一缔约方应努力使用英文作为公布意向采购通知的语文。

计划采购通知

6. 鼓励采购实体在每一财政年度尽早公布关于其未来采购计划的通知(计划采购通知)，该通知应包括采购标的物 and 公布意向采购通知的计划日期。

第 15.8 条 参加条件

1. 一采购实体应将参加涵盖采购的任何条件限定在保证供应商具有满足该项采购所要求的法律、财务、商业和技术能力的条

financial capacities and the commercial and technical abilities to fulfil the requirements of that procurement.

2. In establishing the conditions for participation, a procuring entity:
 - (a) shall not impose the condition that, in order for a supplier to participate in a procurement, the supplier has previously been awarded one or more contracts by a procuring entity of a given Party or that the supplier has prior work experience in the territory of that Party; and
 - (b) may require relevant prior experience if essential to meet the requirements of the procurement.
3. In assessing whether a supplier satisfies the conditions for participation, a procuring entity shall:
 - (a) evaluate the financial capacity and the commercial and technical abilities of a supplier on the basis of that supplier's business activities both inside and outside the territory of the Party of the procuring entity; and
 - (b) base its evaluation solely on the conditions that the procuring entity has specified in advance in notices or tender documentation.
4. If there is supporting material, a Party, including its procuring entities, may exclude a supplier on grounds such as:
 - (a) bankruptcy or insolvency;
 - (b) false declarations;
 - (c) significant or persistent deficiencies in the performance of any substantive requirement or obligation under a prior contract or contracts; or
 - (d) failure to pay taxes.
5. For greater certainty, this Article is not intended to preclude a procuring entity from promoting compliance with laws in the territory in which the good is produced or the service is performed relating to labour rights as recognised by the Parties and set forth in Article 19.3 (Labour Rights), provided that such measures are applied in a manner consistent with Chapter 26 (Transparency and Anti-Corruption), and are not applied in a manner that constitutes a means of arbitrary or unjustifiable discrimination between the Parties or a disguised restriction on

件方面。

2. 在设定参加条件时，一采购实体：
 - (a) 不得强加如下条件：即一供应商为参加一采购，该供应商需在以往被一指定缔约方的一采购实体授予一项或多项合同，或该供应商在该缔约方领土内有以往工作经验；及
 - (b) 可提出相关以往经验要求，如该经验为满足采购条件所必需。
3. 在评估一供应商是否满足参加条件时，一采购实体应：
 - (a) 根据供应商在采购实体所属缔约方领土内外的商业活动评估该供应商的财务、商业和技术能力；及
 - (b) 仅根据采购实体在通知或招标文件中已预先规定的条件作出评估。
4. 如有支持证据，则一缔约方，包括其采购实体，可根据下列条件排除一供应商：
 - (a) 破产或无力偿债；
 - (b) 虚报；
 - (c) 严重或持续未履行以往一项或多项合同项下任何实质性要求或义务；或
 - (d) 未纳税。
5. 为进一步明确，本条无意阻止一采购实体推动遵守生产货物或提供服务的领土内与经缔约方认可且列在第 19.3 条(劳工权利)中的与劳工权利相关的法律，但条件是此类措施以符合第 26 章(透明度和反腐败)的方式适用，且措施的实施不在缔约方之间

trade between the Parties.¹

Article 15.9: Qualification of Suppliers

Registration Systems and Qualification Procedures

1. A Party, including its procuring entities, may maintain a supplier registration system under which interested suppliers are required to register and provide certain information.
2. No Party, including its procuring entities, shall:
 - (a) adopt or apply any registration system or qualification procedure with the purpose or the effect of creating unnecessary obstacles to the participation of suppliers of another Party in its procurement; or
 - (b) use such registration system or qualification procedure to prevent or delay the inclusion of suppliers of other Parties on a list of suppliers or prevent those suppliers from being considered for a particular procurement.

Selective Tendering

3. If a Party's measures authorise the use of selective tendering, and if a procuring entity intends to use selective tendering, the procuring entity shall:
 - (a) publish a notice of intended procurement that invites suppliers to submit a request for participation in a covered procurement; and
 - (b) include in the notice of intended procurement the information specified in Article 15.7.3(a), (b), (d), (g), (h) and (i) (Notices of Intended Procurement).
4. The procuring entity shall:
 - (a) publish the notice sufficiently in advance of the procurement to allow interested suppliers to request participation in the procurement;
 - (b) provide, by the commencement of the time period for tendering, at least the information in Article 15.7.3 (c), (e) and (f) (Notices of Intended Procurement) to the qualified suppliers that it notifies as specified in Article 15.14.3(b) (Time Periods); and

¹ The adoption and maintenance of these measures by a Party should not be construed as evidence that another Party has breached the obligations under Chapter 19 (Labour) with respect to labour.

构成任意或不正的歧视或构成对缔约方之间贸易的变相限制。¹

第 15.9 条 供应商资格

登记制度和资格审查程序

1. 一缔约方，包括其采购实体，可设立供应商登记制度，据此要求感兴趣的供应商进行登记并提供某些信息。
2. 任何缔约方，包括其采购实体，不得：
 - (a) 采用或适用目的在于对另一缔约方的供应商参加其采购造成不必要障碍或产生此种效果的任何登记制度或资格审查程序；或
 - (b) 使用此种登记制度或资格审查程序以阻碍或迟延将其他缔约方的供应商列入供应商名单或阻碍在特定采购中考虑此类供应商。

选择性招标

3. 如一缔约方的措施授权使用选择性招标，且一采购实体有意使用选择性招标，则该采购实体应：
 - (a) 公布意向采购通知，邀请供应商提交针对一涵盖采购的参加请求；及
 - (b) 在意向采购通知中包含第 15.7.3 条(a)项、(b)项、(d)项、(g)项、(h)项和(i)项(意向采购通知)中所规定的信息。
4. 该采购实体应：
 - (a) 充分提前发布采购通知以便感兴趣的供应商可请求参加采购；
 - (b) 不迟于招标期限开始时，向按第 15.14.3 条(b)项(期限)中规定其所通知的合格供应商至少提供第 15.7.3 条(c)项、(e)项和(f)项(意向采购通知)中的信息；以及

¹ 一缔约方采用和维持这些措施不得解释为另一缔约方已违反第 19 章(劳工)下一关于劳工的义务的证据。

- (c) allow all qualified suppliers to submit a tender, unless the procuring entity stated in the notice of intended procurement a limitation on the number of suppliers that will be permitted to tender and the criteria or justification for selecting the limited number of suppliers.

5. If the tender documentation is not made publicly available from the date of publication of the notice referred to in paragraph 3, the procuring entity shall ensure that the tender documentation is made available at the same time to all the qualified suppliers selected in accordance with paragraph 4(c).

Multi-Use Lists

6. A Party, including its procuring entities, may establish or maintain a multi-use list provided that it publishes annually, or otherwise makes continuously available by electronic means, a notice inviting interested suppliers to apply for inclusion on the list. The notice shall include:

- (a) a description of the goods and services, or categories thereof, for which the list may be used;
- (b) the conditions for participation to be satisfied by suppliers for inclusion on the list and the methods that the procuring entity or other government agency will use to verify a supplier's satisfaction of those conditions;
- (c) the name and address of the procuring entity or other government agency and other information necessary to contact the procuring entity and to obtain all relevant documents relating to the list;
- (d) the period of validity of the list and the means for its renewal or termination or, if the period of validity is not provided, an indication of the method by which notice will be given of the termination of use of the list;
- (e) the deadline for submission of applications for inclusion on the list, if applicable; and
- (f) an indication that the list may be used for procurement covered by this Chapter, unless that indication is publicly available through information published pursuant to Article 15.6.2 (Publication of Procurement Information).

7. A Party, including its procuring entities, that establishes or maintains a multi-use list, shall include on the list, within a reasonable period of time, all suppliers that satisfy the conditions for participation set out in the notice referred to in paragraph 6.

- (c) 允许所有合格供应商提交投标，除非采购实体在意向采购通知中规定将允许进行投标的供应商数量的任何限额和选择有限数量供应商的标准或理由。

5. 如招标文件未能自第 3 款中所指通知的公布之日起可公开获得，则采购实体应保证招标文件可使依照第 4 款(c)项选择的所有合格供应商同时获得。

常用名单

6. 一缔约方，包括其采购实体，可建立或设立一份常用名单，只要每年公布邀请感兴趣的供应商申请加入该名单的通知或通过电子方式使该通知可持续获得。该通知应包括：

- (a) 名单可能用于的货物和服务或货物和服务类别的说明；
- (b) 供应商列入名单所需满足的参加条件和采购实体或其他政府机构将用以验证供应商满足这些条件的方法；
- (c) 采购实体或其他政府机构的名称和地址及与采购实体联系和获得与名单相关的所有相关文件所必需的其他信息；
- (d) 名单的有效期和展期或终止的方法，如未规定有效期，则为关于就名单终止使用作出通知的方法的说明；
- (e) 如适用，提交申请加入名单的最后期限；以及
- (f) 关于名单可能用于本章所涵盖采购的说明，除非该说明已通过根据第 15.6.2 条(采购信息的公布)公布的信息可公开获得。

7. 建立或设立常用名单的一缔约方，包括其采购实体，应在合理期限内将满足第 6 款中所指通知中所列参加条件的所有合格供应商列入名单。

8. If a supplier that is not included on a multi-use list submits a request for participation in a procurement based on the multi-use list and submits all required documents, within the time period provided for in Article 15.14.2 (Time Periods), a procuring entity shall examine the request. The procuring entity shall not exclude the supplier from consideration in respect of the procurement unless the procuring entity is not able to complete the examination of the request within the time period allowed for the submission of tenders.

Information on Procuring Entity Decisions

9. A procuring entity or other entity of a Party shall promptly inform any supplier that submits a request for participation in a procurement or application for inclusion on a multi-use list of the decision with respect to the request or application.

10. If a procuring entity or other entity of a Party rejects a supplier's request for participation or application for inclusion on a multi-use list, ceases to recognise a supplier as qualified, or removes a supplier from a multi-use list, the entity shall promptly inform the supplier and on request of the supplier, promptly provide the supplier with a written explanation of the reason for its decision.

Article 15.10: Limited Tendering

1. Provided that it does not use this provision for the purpose of avoiding competition between suppliers, to protect domestic suppliers or in a manner that discriminates against suppliers of any other Party, a procuring entity may use limited tendering.

2. If a procuring entity uses limited tendering, it may choose, according to the nature of the procurement, not to apply Article 15.7 (Notices of Intended Procurement), Article 15.8 (Conditions for Participation), Article 15.9 (Qualification of Suppliers), Article 15.11 (Negotiations), Article 15.12 (Technical Specifications), Article 15.13 (Tender Documentation), Article 15.14 (Time Periods) or Article 15.15 (Treatment of Tenders and Awarding of Contracts). A procuring entity may use limited tendering only under the following circumstances:

- (a) if, in response to a prior notice, invitation to participate or invitation to tender:
 - (i) no tenders were submitted or no suppliers requested participation;
 - (ii) no tenders were submitted that conform to the essential requirements in the tender documentation;

8. 如一未列入常用名单的供应商在第 15.14.2 条(期限)中所规定的期限内, 提交参加一基于常用名单的采购的请求并提交所有规定文件, 则一采购实体应审查该项请求。该采购实体不得将该供应商排除在考虑范围之外, 除非该实体不能在允许提交投标的期限内完成对该请求的审查。

关于采购实体决定的信息

9. 一缔约方的一采购实体或其他实体应迅速将对参加采购的请求或列入常用名单的申请所作决定告知提交请求或申请的任何供应商。

10. 如一缔约方的一采购实体或其他实体拒绝一供应商的参加请求或列入常用名单的申请、终止承认一供应商为合格供应商或将一供应商从常用名单中去除, 则该实体应迅速告知该供应商, 并应该供应商请求, 迅速向其提供关于作出决定理由的书面说明。

第 15.10 条 限制性招标

1. 在不以避免供应商之间的竞争和保护本国供应商为目的或不以歧视任何其他缔约方的供应商的方式而使用本条的条件下, 一采购实体可使用限制性招标。

2. 如一采购实体使用限制性招标, 则其可根据采购的性质, 选择不适用第 15.7 条(意向采购通知)、第 15.8 条(参加条件)、第 15.9 条(供应商资格)、第 15.11 条(谈判)、第 15.12 条(技术规格)、第 15.13 条(招标文件)、第 15.14 条(期限)或第 15.15 条(投标的处理和合同的授予)。一采购实体在下列情况下方可使用限制性招标:

- (a) 如, 对于一已发通知、参加邀请或投标邀请方面:
 - (i) 无投标提交或无供应商请求参加;
 - (ii) 无符合招标文件基本要求的投标提交;

- (iii) no suppliers satisfied the conditions for participation; or
- (iv) the tenders submitted were collusive,

provided that the procuring entity does not substantially modify the essential requirements set out in the notices or tender documentation;

- (b) if the good or service can be supplied only by a particular supplier and no reasonable alternative or substitute good or service exists for any of the following reasons:
 - (i) the requirement is for a work of art;
 - (ii) the protection of patents, copyrights or other exclusive rights; or
 - (iii) due to an absence of competition for technical reasons;
- (c) for additional deliveries by the original supplier or its authorised agents, of goods or services that were not included in the initial procurement if a change of supplier for such additional goods or services:
 - (i) cannot be made for technical reasons such as requirements of interchangeability or interoperability with existing equipment, software, services or installations procured under the initial procurement, or due to conditions under original supplier warranties; and
 - (ii) would cause significant inconvenience or substantial duplication of costs for the procuring entity;
- (d) for a good purchased on a commodity market or exchange;
- (e) if a procuring entity procures a prototype or a first good or service that is intended for limited trial or that is developed at its request in the course of, and for, a particular contract for research, experiment, study or original development. Original development of a prototype or a first good or service may include limited production or supply in order to incorporate the results of field testing and to demonstrate that the prototype or the first good or service is suitable for production or supply in quantity to acceptable quality standards, but does not include quantity production or supply to establish commercial viability or to recover research and development costs. Subsequent procurements of these newly developed goods or services, however, shall be subject

- (iii) 无供应商符合参加条件；或
- (iv) 提交的投标属串通性质，

只要采购实体未实质性修改通知或招标文件中所列基本要求；

- (b) 如货物或服务只能由一特定供应商提供，且由于下列任何一种原因不存在合理的备选或替代货物或服务：
 - (i) 有关要求针对艺术作品；
 - (ii) 保护专利、版权或其他专有权；或
 - (iii) 由于技术原因而无竞争；
- (c) 未包括在最初采购中的货物或服务的原供应商或其授权代理商的额外交付，如更换此类额外货物或服务的供应商：
 - (i) 由于技术原因而不可行，例如与最初采购的现有设备、软件、服务或安装的互换性或互用性要求，或由于原供应商保修单中的条件；以及
 - (ii) 会对采购实体造成严重不便或导致费用大幅增加；
- (d) 在商品市场上或交易所购买的货物；
- (e) 如一采购实体采购旨在有限试用或在关于研究、实验、考察或原始开发的一特定合同执行过程中应其请求且为该合同开发的原型或首项货物或服务。原型或首项货物或服务的原始开发可包括为纳入实地实验结果和为证明该原型或首项货物或服务适宜进行达到可接受质量标准的大量生产或供应而进行的有限生产或供应，但不包括为形成商业可行性或收回研发成本而进行的大量生产或供应。然而，此类

to this Chapter;

- (f) if additional construction services that were not included in the initial contract but that were within the objectives of the original tender documentation have, due to unforeseeable circumstances, become necessary to complete the construction services described therein. However, the total value of contracts awarded for additional construction services may not exceed 50 per cent of the value of the initial contract;
- (g) for purchases made under exceptionally advantageous conditions that only arise in the very short term, such as from unusual disposals, liquidation, bankruptcy or receivership, but not for routine purchases from regular suppliers;
- (h) if a contract is awarded to the winner of a design contest, provided that:
 - (i) the contest has been organised in a manner that is consistent with this Chapter; and
 - (ii) the contest is judged by an independent jury with a view to award a design contract to the winner; or
- (i) in so far as is strictly necessary if, for reasons of extreme urgency brought about by events unforeseeable by the procuring entity, the good or service could not be obtained in time by means of open or selective tendering.

3. For each contract awarded in accordance with paragraph 2, a procuring entity shall prepare a report in writing, or maintain a record, that includes the name of the procuring entity, the value and kind of good or service procured, and a statement that indicates the circumstances and conditions described in paragraph 2 that justified the use of limited tendering.

Article 15.11: Negotiations

1. A Party may provide for its procuring entities to conduct negotiations in the context of covered procurement if:

- (a) the procuring entity has indicated its intent to conduct negotiations in the notice of intended procurement required under Article 15.7 (Notices of Intended Procurement); or
- (b) it appears from the evaluation that no tender is obviously the most advantageous in terms of the specific evaluation criteria set out in

新开发货物或服务的后续采购应遵守本章；

- (f) 如最初合同未包括但属原招标文件目标内的额外建筑服务，由于未能预见的情况，对于完成其中所述建筑服务而成为必要。然而，授予的额外建筑服务合同的总额不得超过最初合同额的 50%；
- (g) 对于由于如非正常处理、财产清算、破产或财务清算等仅在非常短的时间内出现的特别有利的条件下进行的购买，但不是自正常供应商的例行购买；
- (h) 如一合同授予设计比赛获胜者，只要：
 - (i) 比赛是按照与本章一致的方式组织的；及
 - (ii) 比赛由独立评判委员会进行评判，旨在将设计合同授予获胜者；或
- (i) 在绝对必要的情况下，如在由于采购实体未能预见的事件所造成的极为紧急的情况下，使用公开招标或选择性招标程序不能及时获得货物或服务。

3. 一采购实体应就根据第 2 款授予的每一合同准备书面报告，或保存记录，其中包含采购实体的名称、所购货物或服务的价值和种类以及一份关于第 2 款中所述情况和条件能够证明使用限制性招标属合理的说明。

第 15.11 条 谈判

1. 一缔约方可规定其采购实体在下列情况下在涵盖采购中开展谈判：
 - (a) 如采购实体在第 15.7 条(意向采购通知)所要求的意向采购通知中已表明开展谈判的意向；或
 - (b) 如评估显示，就意向采购通知或招标文件中所列具

the notice of intended procurement or tender documentation.

2. A procuring entity shall:
 - (a) ensure that any elimination of suppliers participating in negotiations is carried out in accordance with the evaluation criteria set out in the notice of intended procurement or tender documentation; and
 - (b) when negotiations are concluded, provide a common deadline for the remaining participating suppliers to submit any new or revised tenders.

Article 15.12: Technical Specifications

1. A procuring entity shall not prepare, adopt or apply any technical specification or prescribe any conformity assessment procedure with the purpose or effect of creating an unnecessary obstacle to trade between the Parties.
2. In prescribing the technical specifications for the good or service being procured, a procuring entity shall, if appropriate:
 - (a) set out the technical specifications in terms of performance and functional requirements, rather than design or descriptive characteristics; and
 - (b) base the technical specifications on international standards, if these exist; otherwise, on national technical regulations, recognised national standards or building codes.
3. A procuring entity shall not prescribe technical specifications that require or refer to a particular trademark or trade name, patent, copyright, design, type, specific origin, producer or supplier, unless there is no other sufficiently precise or intelligible way of describing the procurement requirements and provided that, in these cases, the procuring entity includes words such as “or equivalent” in the tender documentation.
4. A procuring entity shall not seek or accept, in a manner that would have the effect of precluding competition, advice that may be used in the preparation or adoption of any technical specification for a specific procurement from a person that may have a commercial interest in the procurement.
5. For greater certainty, a procuring entity may conduct market research in developing specifications for a particular procurement.
6. For greater certainty, this Article is not intended to preclude a procuring

体评估标准而言，无投标具有明显优势。

2. 一采购实体应：
 - (a) 保证对参加谈判的供应商的任何排除依照意向采购通知或招标文件中所列评估标准进行；及
 - (b) 在谈判结束时，向其他参加投标的供应商规定一提交任何新的或经修改的投标的共同最后期限。

第 15.12 条 技术规格

1. 一采购实体不得以对缔约方之间贸易造成不必要的障碍为目的或产生此种效果的方式制定、采用或适用任何技术规格或规定任何合格评定程序。
2. 在规定所购货物或服务的技术规格时，如适当，一采购实体应：
 - (a) 以性能和功能性要求列出技术规格，而非设计或描述特征；及
 - (b) 如存在国际标准，则技术规格应根据国际标准；如无国际标准，则应根据国家技术法规、公认的国家标准或建筑规范。
3. 一采购实体不得规定要求或指明一特定商标或商号、专利、版权、设计、型号、特定原产地、生产商或供应商的技术规格，除非无足够准确或易懂的方法说明采购要求，且在此类情况下，该实体需在招标文件中包含例如“或等同于”等措辞。
4. 一采购实体不得以产生排除竞争效果的方式，自可能与一特定采购具有商业利益的一人处寻求或接受可用于制定或采用该项采购的任何技术规格的建议。
5. 为进一步明确，一采购实体在为一特定采购制定规格时可开展市场调研。
6. 为进一步明确，本条无意阻止一采购实体制定、采用或适

entity from preparing, adopting or applying technical specifications to promote the conservation of natural resources or the protection of the environment.

7. For greater certainty, this Chapter is not intended to preclude a Party, or its procuring entities, from preparing, adopting or applying technical specifications required to protect sensitive government information, including specifications that may affect or limit the storage, hosting or processing of such information outside the territory of the Party.

Article 15.13: Tender Documentation

1. A procuring entity shall promptly make available or provide on request to any interested supplier tender documentation that includes all information necessary to permit the supplier to prepare and submit a responsive tender. Unless already provided in the notice of intended procurement, that tender documentation shall include a complete description of:

- (a) the procurement, including the nature, scope and, if known, the quantity of the good or service to be procured or, if the quantity is not known, the estimated quantity and any requirements to be fulfilled, including any technical specifications, conformity certification, plans, drawings or instructional materials;
- (b) any conditions for participation, including any financial guarantees, information and documents that suppliers are required to submit;
- (c) all criteria to be considered in the awarding of the contract and the relative importance of those criteria;
- (d) if there will be a public opening of tenders, the date, time and place for the opening;
- (e) any other terms or conditions relevant to the evaluation of tenders; and
- (f) any date for delivery of a good or supply of a service.

2. In establishing any date for the delivery of a good or the supply of a service being procured, a procuring entity shall take into account factors such as the complexity of the procurement.

3. A procuring entity shall promptly reply to any reasonable request for relevant information by an interested or participating supplier, provided that the information does not give that supplier an advantage over other suppliers.

用技术规格，以促进自然资源保护或环境保护。

7. 为进一步明确，本章无意阻止一缔约方或其采购实体制定、采用或适用保护敏感政府信息的技术规格，包括可影响或限制在该缔约方领土之外存储、暂存或处理此类信息的规格。

第 15.13 条 招标文件

1. 一采购实体应使任何感兴趣的供应商可迅速获得或应请求向其提供包括允许供应商准备和提交响应性投标所必需的所有信息的招标文件。除非已在意向采购通知中提供，否则招标文件应包括下列内容的完整说明：

- (a) 该项采购，包括拟购货物或服务的性质、范围和数量(如可知)，如数量不可知，则为估计数量，及任何需要满足的要求，包括任何技术规格、合格评定认证、设计图、图纸或说明性材料；
- (b) 供应商参加的任何条件，包括要求供应商提供的任何财务担保、信息和文件；
- (c) 在授予合同过程中将考虑的所有标准及这些标准的相对重要性；
- (d) 如将举行公开开标，则为开标的日期、时间和地点；
- (e) 与评估投标相关的任何其他条款或条件；以及
- (f) 交付货物或提供服务的任何日期。

2. 在设定交付货物或提供服务的任何日期时，一采购实体应考虑采购的复杂性等因素。

3. 一采购实体应迅速答复一感兴趣或参加投标的供应商提出的提供相关信息的任何合理请求，只要该信息不使该供应商获得优于其他供应商的利益。

Modifications

4. If, prior to the award of a contract, a procuring entity modifies the evaluation criteria or requirements set out in a notice of intended procurement or tender documentation provided to a participating supplier, or amends or re-issues a notice or tender documentation, it shall publish or provide those modifications, or the amended or re-issued notice or tender documentation:

- (a) to all suppliers that are participating in the procurement at the time of the modification, amendment or re-issuance, if those suppliers are known to the procuring entity, and in all other cases, in the same manner as the original information was made available; and
- (b) in adequate time to allow those suppliers to modify and re-submit their initial tender, if appropriate.

Article 15.14: Time Periods

General

1. A procuring entity shall, consistent with its own reasonable needs, provide sufficient time for a supplier to obtain the tender documentation and to prepare and submit a request for participation and a responsive tender, taking into account factors such as:

- (a) the nature and complexity of the procurement; and
- (b) the time necessary for transmitting tenders by non-electronic means from foreign as well as domestic points if electronic means are not used.

Deadlines

2. A procuring entity that uses selective tendering shall establish that the final date for the submission of a request for participation shall not, in principle, be less than 25 days from the date of publication of the notice of intended procurement. If a state of urgency duly substantiated by the procuring entity renders this time period impracticable, the time period may be reduced to no less than 10 days.

3. Except as provided in paragraphs 4 and 5, a procuring entity shall establish that the final date for the submission of tenders shall not be less than 40 days from the date on which:

- (a) in the case of open tendering, the notice of intended procurement is published; or

修改

4. 如在授予合同前，一采购实体修改意向采购通知中或提供给参加投标的供应商的招标文件中所列评估标准或要求，或修正或重新发布通知或招标文件，则该实体应按下列方式公布或提供此类修改或修正或重新发布的通知或招标文件：

- (a) 向在作出修改、修正或重新发布通知之时正在参加投标的所有供应商公布或提供，如采购实体可知这些供应商，在所有其他情况下，则以使原信息可获得的相同方式公布或提供；及
- (b) 如适当，提供充足的时间，使这些供应商修改和重新提交其最初投标。

第 15.14 条 期限

总则

1. 一采购实体应在与其自身合理需要相一致的情况下，为供应商提供充足时间以获得招标文件并准备和提交参加请求和响应性投标，同时考虑下列因素：

- (a) 采购的性质和复杂性；及
- (b) 在不使用电子方式的情况下，自国外和国内各地以非电子方式传送投标所需的时间。

最后期限

2. 一使用选择性招标的采购实体应设定提交参加请求的最后日期自意向采购通知公布之日起原则上不得少于 25 天。如采购实体能够充分证实的紧急状态表明这一期限不可行，则该期限可缩短至不少于 10 天。

3. 除第 4 款和第 5 款中所规定的外，一采购实体应设定提交投标的最后日期自下列日期起不得少于 40 天：

- (a) 对于公开招标，意向采购通知公布之日；或

- (b) in the case of selective tendering, the procuring entity notifies the suppliers that they will be invited to submit tenders, whether or not it uses a multi-use list.

4. A procuring entity may reduce the time period for tendering set out in paragraph 3 by five days for each one of the following circumstances:

- (a) the notice of intended procurement is published by electronic means;
- (b) the tender documentation is made available by electronic means from the date of the publication of the notice of intended procurement; and
- (c) the procuring entity accepts tenders by electronic means.

5. A procuring entity may reduce the time period for tendering set out in paragraph 3 to no less than 10 days if:

- (a) the procuring entity has published a notice of planned procurement under Article 15.7 (Notices of Intended Procurement) at least 40 days and no more than 12 months in advance of the publication of the notice of intended procurement, and the notice of planned procurement contains:
 - (i) a description of the procurement;
 - (ii) the approximate final dates for the submission of tenders or requests for participation;
 - (iii) the address from which documents relating to the procurement may be obtained; and
 - (iv) as much of the information that is required for the notice of intended procurement as is available;
- (b) a state of urgency duly substantiated by the procuring entity renders impracticable the time period for tendering set out in paragraph 3; or
- (c) the procuring entity procures commercial goods or services.

6. The use of paragraph 4, in conjunction with paragraph 5, shall in no case result in the reduction of the time periods for tendering set out in paragraph 3 to less than 10 days.

- (b) 对于选择性招标，采购实体通知供应商其将受邀提交投标之日，无论是否使用常用名单。

4. 一采购实体在下列每一种情况下可将第 3 款中所列招标期限缩短 5 天：

- (a) 意向采购通知通过电子方式公布；
- (b) 招标文件自意向采购通知公布之日起通过电子方式可获得；以及
- (c) 实体可通过电子方式接受投标。

5. 在下列情况下，一采购实体可将第 3 款中所列招标期限缩短至不少于 10 天：

- (a) 采购实体在意向采购通知公布前至少 40 天但不超过 12 个月已根据第 15.7 条(意向采购通知)公布计划采购通知，且该计划采购通知包含：
 - (i) 关于采购的说明；
 - (ii) 提交投标或参加请求的大致最后日期；
 - (iii) 可获得与采购相关文件的地址；以及
 - (iv) 可获得的尽可能多的有关意向采购通知的信息；
- (b) 采购实体能够充分证实的紧急状态表明第 3 款中所列招标期限不可行；或
- (c) 采购实体采购商业性货物或服务。

6. 第 5 款与第 4 款一起使用，不得导致第 3 款设立的招标期限缩短至自意向采购通知公布之日起少于 10 天。

7. A procuring entity shall require all interested or participating suppliers to submit requests for participation or tenders in accordance with a common deadline. These time periods, and any extension of these time periods, shall be the same for all interested or participating suppliers.

Article 15.15: Treatment of Tenders and Awarding of Contracts

Treatment of Tenders

1. A procuring entity shall receive, open and treat all tenders under procedures that guarantee the fairness and impartiality of the procurement process and the confidentiality of tenders.

2. If a procuring entity provides a supplier with an opportunity to correct unintentional errors of form between the opening of tenders and the awarding of the contract, the procuring entity shall provide the same opportunity to all participating suppliers.

Awarding of Contracts

3. To be considered for an award, a tender shall be submitted in writing and shall, at the time of opening, comply with the essential requirements set out in the notice and tender documentation and be submitted by a supplier who satisfies the conditions for participation.

4. Unless a procuring entity determines that it is not in the public interest to award a contract, it shall award the contract to the supplier that the procuring entity has determined to be fully capable of fulfilling the terms of the contract and that, based solely on the evaluation criteria specified in the notice and tender documentation, submits:

- (a) the most advantageous tender; or
- (b) if price is the sole criterion, the lowest price.

5. A procuring entity shall not use options, cancel a covered procurement, or modify or terminate awarded contracts in order to avoid the obligations of this Chapter.

Article 15.16: Post-Award Information

Information Provided to Suppliers

1. A procuring entity shall promptly inform suppliers that have submitted a tender of the contract award decision. The procuring entity may do so in writing

7. 一采购实体应要求所有感兴趣或参加投标的供应商依照一共同最后期限提交参加请求或投标。这些期限及这些期限的任何展期应同等适用于所有感兴趣或参加投标的供应商。

第 15.15 条 投标的处理和合同的授予

投标的处理

1. 采购实体应通过可以保证采购程序公平和公正及投标机密性的程序接收、开启和处理所有投标。
2. 如一采购实体在开标和授予合同之间向一供应商提供更正非故意的形式错误的机会，则该采购实体应向所有参加投标的供应商提供相同的机会。

合同的授予

3. 投标应由符合参加条件的供应商以书面形式提交，且在开启时遵守通知和招标文件中所列基本要求，方可被考虑授予合同。
4. 除非一采购实体确定授予合同不符合公众利益，否则该采购实体应将合同授予已被该实体确定有能力履行合同条款且已提交完全根据通知和招标文件中所规定的评估标准判断属下列性质的投标的供应商：
 - (a) 属最具优势的投标；或
 - (b) 在价格为惟一标准的情况下，属最低价格。
5. 一采购实体不得为规避本章项下义务而使用选择权、取消涵盖采购或修改或终止已授予的合同。

第 15.16 条 合同授予后的信息

向供应商提供的信息

1. 一采购实体应迅速告知已提交投标的供应商关于合同授予的决定。采购实体可以书面形式或通过迅速公布第 3 款中的通知

or through the prompt publication of the notice in paragraph 3, provided that the notice includes the date of award. If a supplier has requested the information in writing, the procuring entity shall provide it in writing.

2. Subject to Article 15.17 (Disclosure of Information), a procuring entity shall, on request, provide an unsuccessful supplier with an explanation of the reasons why the procuring entity did not select the unsuccessful supplier's tender or an explanation of the relative advantages of the successful supplier's tender.

Publication of Award Information

3. A procuring entity shall, promptly after the award of a contract for a covered procurement, publish in an officially designated publication a notice containing at least the following information:

- (a) a description of the good or service procured;
- (b) the name and address of the procuring entity;
- (c) the name and address of the successful supplier;
- (d) the value of the contract award;
- (e) the date of award or, if the procuring entity has already informed suppliers of the date of the award under paragraph 1, the contract date; and
- (f) the procurement method used and, if a procedure was used pursuant to Article 15.10 (Limited Tendering), a brief description of the circumstances justifying the use of that procedure.

Maintenance of Records

4. A procuring entity shall maintain the documentation, records and reports relating to tendering procedures and contract awards for covered procurement, including the records and reports provided for in Article 15.10.3 (Limited Tendering), for at least three years after the award of a contract.

Article 15.17: Disclosure of Information

Provision of Information to Parties

1. On request of any other Party, a Party shall provide promptly information sufficient to demonstrate whether a procurement was conducted fairly, impartially and in accordance with this Chapter, including, if applicable, information on the characteristics and relative advantages of the successful tender, without disclosing

告知，只要通知中包括授予日期。如一供应商已请求以书面形式提供信息，则采购实体应以书面形式提供。

2. 在遵守第 15.17 条(信息披露)的前提下，应请求，一采购实体应向未中标供应商提供关于采购实体未选择其投标的理由或关于中标供应商投标的相对优势的说明。

授予信息的公布

3. 一采购实体应在授予一涵盖采购合同后迅速在一官方指定出版物中公布通知，通知应至少包含下列信息：

- (a) 所购货物或服务的说明；
- (b) 采购实体的名称和地址；
- (c) 中标供应商的名称和地址；
- (d) 授予合同的价值；
- (e) 授予日期，或如采购实体已按第 1 款将授予日期告知供应商，则应为合同日期；以及
- (f) 使用的采购方法，如为根据第 15.10 条(限制性招标)使用的程序，则应包括对能够证明使用该程序属合理的情况的说明。

记录的保存

4. 一采购实体应将涵盖采购的招标程序和合同授予相关的文件、记录和报告，包括第 15.10.3 条(限制性招标)中所规定的记录和报告，自合同授予后至少保存 3 年。

第 15.17 条 信息披露

向缔约方提供信息

1. 应任何其他缔约方请求，一缔约方应迅速提供可充分证明一采购是否公平和公正且依照本章开展的信息，包括，如适用，中标投标的特点和相对优势的信息，同时不得披露机密信息。收

confidential information. The Party that receives the information shall not disclose it to any supplier, except after consulting with, and obtaining the agreement of, the Party that provided the information.

Non-Disclosure of Information

2. Notwithstanding any other provision of this Chapter, a Party, including its procuring entities, shall not, except to the extent required by law or with the written authorisation of the supplier that provided the information, disclose information that would prejudice legitimate commercial interests of a particular supplier or that might prejudice fair competition between suppliers.

3. Nothing in this Chapter shall be construed to require a Party, including its procuring entities, authorities and review bodies, to disclose confidential information if that disclosure:

- (a) would impede law enforcement;
- (b) might prejudice fair competition between suppliers;
- (c) would prejudice the legitimate commercial interests of particular persons, including the protection of intellectual property; or
- (d) would otherwise be contrary to the public interest.

Article 15.18: Ensuring Integrity in Procurement Practices

Each Party shall ensure that criminal or administrative measures exist to address corruption in its government procurement. These measures may include procedures to render ineligible for participation in the Party's procurements, either indefinitely or for a stated period of time, suppliers that the Party has determined to have engaged in fraudulent or other illegal actions in relation to government procurement in the Party's territory. Each Party shall also ensure that it has in place policies and procedures to eliminate to the extent possible or manage any potential conflict of interest on the part of those engaged in or having influence over a procurement.

Article 15.19: Domestic Review

1. Each Party shall maintain, establish or designate at least one impartial administrative or judicial authority (review authority) that is independent of its procuring entities to review, in a non-discriminatory, timely, transparent and effective manner, a challenge or complaint (complaint) by a supplier that there has been:

到该信息的缔约方不得向任何供应商披露，除非在与提供该信息的缔约方进行磋商并获得同意后。

信息的不予披露

2. 尽管有本章任何其他规定，但是除非在法律要求的限度内或经提供信息的供应商书面授权，否则一缔约方，包括其采购实体，不得向任何特定供应商披露可能损害一特定供应商合法商业利益或可能损害供应商之间公平竞争的信息。

3. 本章中任何内容不得解释为要求一缔约方，包括其采购实体、主管机关和审查机构，披露可产生下列后果的机密信息：

- (a) 会妨碍执法；
- (b) 可能损害供应商之间的公平竞争；
- (c) 会损害特定个人的合法商业利益，包括知识产权保护；或
- (d) 会违背公共利益。

第 15.18 条 保证采购实践中的诚信

每一缔约方应保证设有刑事或行政措施以处理政府采购中的腐败行为。这些措施可包括缔约方宣布对其已确定在其领土内从事与政府采购相关的欺诈或其他非法行为的供应商无限期或在规定期限内无资格参加该缔约方的采购。每一缔约方还应保证已制定政策和程序，在可能的限度内消除或管理从事采购或对一采购有影响的相关方的任何潜在利益冲突。

第 15.19 条 国内审查

1. 每一缔约方应设立、建立或指定至少一独立于其采购实体的中立行政或司法主管机关(审查主管机关)，以非歧视、及时、透明和有效的方式，对一供应商就其拥有或曾经拥有利益的一涵盖采购进行过程中出现的下列情况所提出的质疑或申诉(申诉)进行审查：

- (a) a breach of this Chapter; or
- (b) if the supplier does not have a right to directly challenge a breach of this Chapter under the law of a Party, a failure of a procuring entity to comply with the Party's measures implementing this Chapter,

arising in the context of a covered procurement, in which the supplier has, or had, an interest. The procedural rules for all complaints shall be in writing and made generally available.

2. In the event of a complaint by a supplier, arising in the context of covered procurement in which the supplier has, or had, an interest, that there has been a breach or a failure as referred to in paragraph 1, the Party of the procuring entity conducting the procurement shall encourage, if appropriate, the procuring entity and the supplier to seek resolution of the complaint through consultations. The procuring entity shall accord impartial and timely consideration to the complaint in a manner that is not prejudicial to the supplier's participation in ongoing or future procurement or to its right to seek corrective measures under the administrative or judicial review procedure. Each Party shall make information on its complaint mechanisms generally available.

3. If a body other than the review authority initially reviews a complaint, the Party shall ensure that the supplier may appeal the initial decision to the review authority that is independent of the procuring entity that is the subject of the complaint.

4. If the review authority has determined that there has been a breach or a failure as referred to in paragraph 1, a Party may limit compensation for the loss or damages suffered to either the costs reasonably incurred in the preparation of the tender or in bringing the complaint, or both.

5. Each Party shall ensure that, if the review authority is not a court, its review procedures are conducted in accordance with the following procedures:

- (a) a supplier shall be allowed sufficient time to prepare and submit a complaint in writing, which in no case shall be less than 10 days from the time when the basis of the complaint became known or reasonably should have become known to the supplier;
- (b) a procuring entity shall respond in writing to a supplier's complaint and provide all relevant documents to the review authority;
- (c) a supplier that initiates a complaint shall be provided an opportunity to reply to the procuring entity's response before the review authority takes a decision on the complaint; and

- (a) 违反本章的情况；或
- (b) 如供应商无权根据一缔约方的法律直接质疑违反本章的情况，则为一采购实体未遵守该缔约方实施本章的措施的情况，

对所有申诉的程序性规定应以书面形式作出并可普遍获得。

2. 如一供应商就其拥有或曾经拥有利益的一涵盖采购过程中出现的第 1 款中所指的违反或未遵守情况提出申诉，则开展采购的采购实体所属缔约方，如适当，应鼓励该采购实体与该供应商寻求通过磋商解决其申诉。采购实体应对该申诉给予公正和及时的考虑，且以不损害该供应商参加正在进行的或未来进行的采购或其根据行政或司法审查程序寻求纠正措施的权利的方式进行。每一缔约方应使其关于申诉机制的信息可普遍获得。

3. 如审查主管机关之外的一机构最初审查一申诉，则缔约方应保证该供应商可就最初决定向一独立于其申诉所针对的采购实体的审查主管机关提起上诉。

4. 如审查主管机关已确定存在第 1 款中所指的违反或未遵守情况，则一缔约方可将对损失或损害的赔偿限定为准备投标或提出申诉过程中合理发生的费用或两者均包括。

5. 每一缔约方应保证，如审查主管机关不是法院，则其审查程序应依照下列程序开展：

- (a) 应给予供应商充足时间准备并以书面形式提交申诉，该时间自供应商已知或理应知道申诉的根据时起无论如何不得少于 10 天；
- (b) 一采购实体应以书面形式对供应商的申诉作出答复，并向审查主管机关提供所有相关文件；
- (c) 在审查主管机关就申诉作出决定前，应给予提出申诉的供应商对采购实体的答复作出回应的机会；以及

- (d) the review authority shall provide its decision on a supplier's complaint in a timely fashion, in writing, with an explanation of the basis for the decision.
6. Each Party shall adopt or maintain procedures that provide for:
- (a) prompt interim measures, pending the resolution of a complaint, to preserve the supplier's opportunity to participate in the procurement and to ensure that the procuring entities of the Party comply with its measures implementing this Chapter; and
 - (b) corrective action that may include compensation under paragraph 4.

The procedures may provide that overriding adverse consequences for the interests concerned, including the public interest, may be taken into account when deciding whether those measures should be applied. Just cause for not acting shall be provided in writing.

Article 15.20: Modifications and Rectifications of Annex

1. A Party shall notify any proposed modification or rectification (modification) to its Schedule to Annex 15-A by circulating a notice in writing to the other Parties through the overall contact points designated under Article 27.5 (Contact Points). A Party shall provide compensatory adjustments for a change in coverage if necessary to maintain a level of coverage comparable to the coverage that existed prior to the modification. The Party may include the offer of compensatory adjustment in its notice.
2. A Party is not required to provide compensatory adjustments to the other Parties if the proposed modification concerns one of the following:
 - (a) a procuring entity over which the Party has effectively eliminated its control or influence in respect of covered procurement by that procuring entity; or
 - (b) rectifications of a purely formal nature and minor modifications to its Schedule to Annex 15-A, such as:
 - (i) changes in the name of a procuring entity;
 - (ii) the merger of one or more procuring entities listed in its Schedule;
 - (iii) the separation of a procuring entity listed in its Schedule into two or more procuring entities that are all added to the

- (d) 审查主管机关应及时以书面形式提供对供应商申诉所作决定，并附对作出决定的根据的说明。
6. 每一缔约方应采用或设立包含下列规定的程序：
- (a) 在申诉解决前的快速临时措施，以保护该供应商参加采购的机会，并保证缔约方的采购实体遵守其执行本章的措施；及
 - (b) 纠正措施，可包括第 4 款下的赔偿。

该程序可规定，在决定是否采用此类措施时，应考虑对包括公共利益在内的有关利益的重大不利后果。不采取行动的合理理由应以书面形式提供。

第 15.20 条 附件的修改和更正

1. 一缔约方应通过根据第 27.5 条(联络点)指定的总联络点向其他缔约方散发书面通知，告知对其附件 15-A 减让表的任何拟议修改或更正(“修改”)。如需保持涵盖水平与修改前存在的涵盖水平相当，则一缔约方应对涵盖范围的变更提供补偿性调整。缔约方可在其通知中包括补偿性调整的出价。
2. 如拟议修改涉及下列各项之一，则缔约方无需向其他缔约方提供补偿性调整：
 - (a) 对于从事涵盖采购的一采购实体，缔约方已实际消除对该实体的控制或影响；或
 - (b) 对其附件 15-A 减让表的纯属形式上的更正和微小修改，例如：
 - (i) 一采购实体名称的变更；
 - (ii) 合并其减让表中所列一个或多个采购实体；
 - (iii) 将其减让表中所列一采购实体拆分为两个或多个采购实体，且相关实体均已增至附件同

procuring entities listed in the same Section of the Annex;
and

- (iv) changes in website references,

and no Party objects under paragraph 3 on the basis that the proposed modification does not concern subparagraph (a) or (b).

3. Any Party whose rights under this Chapter may be affected by a proposed modification that is notified under paragraph 1 shall notify the other Parties of any objection to the proposed modification within 45 days of the date of circulation of the notice.

4. If a Party objects to a proposed modification, including a modification regarding a procuring entity on the basis that government control or influence over the entity's covered procurement has been effectively eliminated, that Party may request additional information, including information on the nature of any government control or influence, with a view to clarifying and reaching agreement on the proposed modification, including the procuring entity's continued coverage under this Chapter. The modifying Party and any objecting Party shall make every attempt to resolve the objection through consultations.

5. If the modifying Party and any objecting Party resolve the objection through consultations, the modifying Party shall notify the other Parties of the resolution.

6. The Commission shall modify Annex 15-A to reflect any agreed modification.

Article 15.21: Facilitation of Participation by SMEs

1. The Parties recognise the important contribution that SMEs can make to economic growth and employment and the importance of facilitating the participation of SMEs in government procurement.

2. If a Party maintains a measure that provides preferential treatment for SMEs, the Party shall ensure that the measure, including the criteria for eligibility, is transparent.

3. To facilitate participation by SMEs in covered procurement, each Party shall, to the extent possible and if appropriate:

- (a) provide comprehensive procurement-related information that includes a definition of SMEs in a single electronic portal;
- (b) endeavour to make all tender documentation available free of

一节的采购实体清单中；以及

(iv) 网址的变更，

且无缔约方以拟议修改不涉及(a)项或(b)项为由根据第 3 款提出异议。

3. 在本章项下的权利可能受到根据第 1 款作出通知的拟议修改影响的任何缔约方，可将其对拟议修改的任何异议在通知散发之日起 45 天内通知其他缔约方。

4. 如一缔约方对拟议修改提出异议，包括有关以政府对一采购实体涵盖采购的控制或影响已实际消除为由而对采购实体进行的修改，则该缔约方可请求提供额外信息，包括关于任何政府控制或影响的性质的信息，以期澄清并就拟议修改达成一致，包括将该采购实体继续保留在本章涵盖范围之内。提出修改的缔约方和任何提出异议的缔约方应尽一切努力通过磋商解决异议。

5. 如提出修改的缔约方和任何提出异议的缔约方已通过磋商解决异议，则提出修改的缔约方应将解决情况通知其他缔约方。

6. 自贸协定委员会应修改附件 15-A 以反映任何议定的修改。

第 15.21 条 便利中小企业的参加

1. 缔约方认识到中小企业可对经济增长和就业作出的重要贡献及便利中小企业参加政府采购的重要性。

2. 如一缔约方维持向中小企业提供优惠待遇的措施，则该缔约方应保证该措施的透明度，包括资格标准。

3. 为便利中小企业参加涵盖采购，每一缔约方应在可能的限度内并在适当情况下：

- (a) 在一单一电子门户提供包括中小企业定义在内的与采购相关的全面信息；
- (b) 努力免费提供所有招标文件；

charge;

- (c) conduct procurement by electronic means or through other new information and communication technologies; and
- (d) consider the size, design and structure of the procurement, including the use of subcontracting by SMEs.

Article 15.22: Cooperation

1. The Parties recognise their shared interest in cooperating to promote international liberalisation of government procurement markets with a view to achieving enhanced understanding of their respective government procurement systems and to improving access to their respective markets.

2. The Parties shall endeavour to cooperate in matters such as:

- (a) facilitating participation by suppliers in government procurement, in particular, with respect to SMEs;
- (b) exchanging experiences and information, such as regulatory frameworks, best practices and statistics;
- (c) developing and expanding the use of electronic means in government procurement systems;
- (d) building capability of government officials in best government procurement practices;
- (e) institutional strengthening for the fulfilment of the provisions of this Chapter; and
- (f) enhancing the ability to provide multilingual access to procurement opportunities.

Article 15.23: Committee on Government Procurement

The Parties hereby establish a Committee on Government Procurement (Committee), composed of government representatives of each Party. On request of a Party, the Committee shall meet to address matters related to the implementation and operation of this Chapter, such as:

- (a) cooperation between the Parties, as provided for in Article 15.22 (Cooperation);

- (c) 通过电子方式或通过其他新型信息或通信技术开展采购；以及
- (d) 考虑采购的规模、设计和结构，包括中小企业使用合同分包。

第 15.22 条 合作

1. 缔约方认识到其在合作促进政府采购市场国际自由化以增强对各自政府采购体制的理解并改善各自市场准入方面拥有共同利益。
2. 缔约方应努力就下列事务开展合作：
 - (a) 便利供应商参加政府采购，特别是中小企业；
 - (b) 交流经验和信息，例如监管框架、最佳实践和统计数据；
 - (c) 开发和扩大电子方式在政府采购体制中的使用；
 - (d) 在最佳政府采购实践中增强政府官员能力；
 - (e) 加强机制建设以满足本章规定；以及
 - (f) 增强提供多语种采购机会的能力。

第 15.23 条 政府采购委员会

缔约方特此设立政府采购委员会(委员会)，由每一缔约方政府的代表组成。应一缔约方请求，委员会应就与本章的实施和运用相关的事项召开会议，例如：

- (a) 按第 15.22 条(合作)中所规定的缔约方之间的合作；

- (b) facilitation of participation by SMEs in covered procurement, as provided for in Article 15.21 (Facilitation of Participation by SMEs);
- (c) use of transitional measures; and
- (d) consideration of further negotiations as provided for in Article 15.24 (Further Negotiations).

Article 15.24: Further Negotiations

1. The Committee shall review this Chapter and may decide to hold further negotiations with a view to:

- (a) improving market access coverage through enlargement of procuring entity lists and reduction of exclusions and exceptions as set out in Annex 15-A;
- (b) revising the thresholds set out in Annex 15-A;
- (c) revising the Threshold Adjustment Formula in Section H of Annex 15-A; and
- (d) reducing and eliminating discriminatory measures.

2. No later than three years after the date of entry into force of this Agreement, the Parties shall commence negotiations with a view to achieving expanded coverage, including sub-central coverage². Parties may also agree to cover sub-central government procurement prior to or following the start of those negotiations.

² For those Parties that administer at the central level of government the kinds of procurement that other Parties may administer by sub-central entities, those negotiations may involve commitments at the central government level rather than at the sub-central government level.

- (b) 按第 15.21 条(便利中小企业的参加)中所规定的便利中小企业参加涵盖采购；
- (c) 过渡性措施的使用；以及
- (d) 考虑开展按 15.24 条(进一步谈判)中所规定的进一步谈判。

第 15.24 条 进一步谈判

1. 委员会应对本章进行审议并可就举行进一步谈判作出决定，以期：

- (a) 通过扩大采购实体清单和减少附件 15-A 中所列排除和例外以改进市场准入范围；
- (b) 修改附件 15-A 中所列门槛金额；
- (c) 修改附件 15-A H 节中的门槛金额调整公式；以及
- (d) 减少和消除歧视性措施。

2. 不迟于本协定生效之日后 3 年，缔约方应开始谈判以期扩大涵盖范围，包括次中央的涵盖范围²。缔约方还可同意在开展此类谈判前或在谈判开始后涵盖次中央政府采购。

² 对于在中央政府一级管理的政府采购类型在其他缔约方可由次中央实体管理的缔约方，这些谈判可涉及中央政府一级的承诺而非次中央政府一级的承诺。