

## 投标须知

### Notice for bidder

1. 请投标方仔细的阅读所有招标文件中包含的内容。

**Please read all documents carefully.**

2. 请投标方仔细阅读英文文件，并以英文文件内容为准。

**Please read the English part carefully and subject to the requirements in English.**

3. 商务投标文件与技术投标文件，请分别制作。投标文件原件请邮寄至“江苏省常熟市沿江经济开发区兴港路 10 号，江苏皮尔金顿耀皮玻璃有限公司”；请同时将投标书的电子格式文件同时发送至我公司电子邮箱：

**[sam.sun@pilkington.net.cn](mailto:sam.sun@pilkington.net.cn)**

**The commercial part and technical part should be separated. All original tender documents should be mailed to “Jiangsu Pilkington SYP Glass CO.,LTD.” by express. The mail address is “NO.10 Xinggang Road Changshu Economic Development Zone Changshu Jiangsu province, China. Postal code: 215536”**

**Please also e-mail all documents to the follows:**

**[sam.sun@pilkington.net.cn](mailto:sam.sun@pilkington.net.cn);**

投标文件以邮寄或密封在指定日期内送达到招标方要求地址。投

标截止日期为（即招标方收到投标书日期）：**2008年10月24日**。

**All original paper tender documents should be put in envelope and sent to the specified place within schedule time. The end date (the date of buyer receiving paper documents):2008-10-24**

4. 我们招标文件中要求的最迟交货日期为 **2008年11月03日**。如果投标方不能接受该交货日期，请投标方给出可以接受的交货日期。

**The latest delivery date is third of Oct., 2008, if supplier doesn't agree with this date. Please provide your agreeable delivery date.**

# 招 标 邀 请

## INVITATION TO TENDER

(THIS IS NOT A PURCHASE ORDER/此文件不作为采购订单)

I.T.T. NO. / 招标文件号码: **E-4550/CO/001**

CLOSING DATE / 截标日: **2008年10月24日**

ISSUE DATE / 发标日: **2008年10月21日**

Dear Sirs / 敬启者:

Please quote your lowest fixed price and delivery for the requirements detailed on the attached material requisition. All equipment to be supplied strictly in accordance with:-

请按照所附技术规范和工作范围之要求报价, 该价格必须是您认为最低的并保持固定不变。您所提供的设备或服务必须严格依照以下文件的要求和规定。

- a) Material/Services Requisition /技术规范和工作范围
- b) Instructions to Tenderer ./ 投标单位简介
- c) Conditions of Contract / 合同条款 -

Please acknowledge receipt of this ITT using the attached proforma and confirm you will bid by the required date.

请使用所附形式文件确认收到此份招标文件, 并承诺在规定日期前投标。

Yours faithfully / 谨致,

**Project Buyer / 项目采购员 强华**

**Jiangsu Pilkington SYP Glass Co.,LTD.**

**投 标 确 认 书**  
**ACKNOWLEDGEMENT OF ITT**

I.T.T. NO. / 招标文件号：**E-4550/CO/001**

PROJECT / 项目名称：CS1 Coating Project / CS1 镀膜项目

DESCRIPTION / 招标内容：**piling work 打桩**

Name of Company / 公司名称： \_\_\_\_\_

Address / 地址： \_\_\_\_\_

\_\_\_\_\_

Postcode / 邮政编码： \_\_\_\_\_

Contact Name / 联系人： \_\_\_\_\_ Reference / 证明人： \_\_\_\_\_

Telephone Number / 电话号码： \_\_\_\_\_

Fax Number / 传真号码： \_\_\_\_\_

- I acknowledge receipt of the above ITT and will be quoting for this tender on the expected due date.

我确认收到上述招标文件，并将在要求的截标日期前投标。

- I acknowledge receipt of the above ITT and regret to inform you, we will be declining on this occasion.

我确认收到上述招标文件，但很遗憾地通知您，本次我谢绝投标。

Signature / 签名： \_\_\_\_\_

Print Name / 打印姓名： \_\_\_\_\_

Date / 日期： \_\_\_\_\_

## INSTRUCTIONS TO TENDERERS ISSUE 1 投标说明

### 1) CONTACTS / 联系人

Contact for Commercial Queries (商务询问联系人)

Name /姓名: 庄卫华

H.P./手机: +86-13913255279

Tel / 电话: +86 512 52293472

Fax / 传真: +86 512 52297605

Name /姓名: 强华

H.P./手机: +86-13812826992

Tel / 电话: +86 512 52299375

Fax / 传真: +86 512 52297605

Contact for Technical Queries - (技术询问联系人)

Name / 姓名: 邱保

Tel / 电话: +86 512 52296715

Fax / 传真: +86 512 52297620

ALL formal correspondence must be copied to the Project Buyer.  
所有正式的往来文件必须抄送项目采购员。

### 2) TENDER SUBMISSION / 标书的递交

a) The closing date for this ITT is 2008-10-24/ 本次招标的截标时  
间为

2008年10月24日15:00。

b) Tenders are to be submitted in TRIPLICATE and in 2 versions:-  
递交的标书须为一式三套, 每套包括:

- i) FULL PRICED COMMERCIAL OFFER  
包含价格的商务标
- ii) FULL UNPRICED TECHNICAL OFFER  
不含价格的技术标

The Commercial offer must be complete and accompanied by the attached Form of Tender. It should be submitted in a separate sealed envelope, marked with your company name and our ITT reference on the outside of the

envelope, also with company stamp and juridical person stamp on the envelope.

商务标必须是完整的（即包含技术标内容），并包括后附的《投标书》形式文件。商务标须用信封单独密封递交，在信封上标注贵公司名称和招标文件号码，并盖上法人章和单位公章。

The Technical offer shall not contain details of pricing or discounts offered.  
技术标不能包含任何有关价格或者折扣的细节。

Please submit the tender of electronic document(e-mail). at the same time.  
请同时递交标书的电子文件（电子邮件）一份。

Please send all your tender documents

Both the Technical and Commercial offers should be marked for the attention of:-

The Project Buyer,

Jiangsu Pilkington SYP Glass CO.,LTD.

No 10 Xinggang Road, Changshu Economic Development Zone. Changshu

Jiangsu ,Province ,China

Post code:215536

技术标和商务标都必须注明交项目采购员强华收

江苏皮尔金顿耀皮玻璃有限公司

江苏省常熟市经济开发区兴港路 10 号

邮编： 215536

### 3) PRICE / 价格

3.1 Price(s) must be comprehensively inclusive of all costs incurred in the supplying of the goods/services as specified in the ITT.

价格必须包括在供应或提供招标文件要求的物料或服务中所产生的一切费用。

3.2 Tenders shall remain open for acceptance for a period of 90 days from the closing date and the price(s) shall be fixed and firm for the duration of any resultant contract.

标书须在截标日期后 90 天内接受都有效。在执行合同过程中，价格必须保持固定不变。

3.3 Tenderers are to submit itemised prices as requested in Price sheet

投标方必须按照第四部分的要求提供投标价格明细。

### 4) DELIVERY / 交货

4.1 Latest acceptable delivery is 2008-11-03 / 最晚的交货期为 2008-11-03

If you can not delivery on our scheduled date, please provide your agreeable delivery date.

4.2 Delivery Point: CS1 Coating Project Site./交货地点: 江苏耀皮玻璃镀膜项目施工地点

5) PROGRAMME / 进度

Tenders are to be accompanied by a summary programme showing the logical sequence of all major activities to be performed (e.g. Design, Approvals, Major Subcontract supply, Manufacture, Delivery Siteworks etc).

标书中必须包括一份概括的进度说明, 用以描述所有重要工作的合理顺序。(如设计、获得批准、主要的转包供应、生产、现场交货等)

A separate programme showing anticipated sitework/installation activities is required.

请提供一份关于预期的现场工作/安装工作的进度计划。

6) TERMS OF PAYMENT / 付款条款

To be negotiated./ 双方协商。(以下为买方提出参考方案)  
(The below is for supplier reference)

1. 预付合同总金额 30%;  
30 % of total contract value for advanced payment after signing the contract.
2. 交付货物后付合同总金额 60%;  
60% of total contract value will be paid after delivery.
3. 质保期满后付款 10%;  
10% of total contract value will be paid after warranty period.

7) INSURANCE / 保险 (如需现场安装) if it is necessary in installation on site.

Tenderers are required to complete the attached Insurance Questionnaire giving summary details of the following policies:-  
投标方需要填写附件的保险问卷, 告知下列保单的概要:

- i) Product Insurance Policy./ 产品保单
- ii) Employers Liability Insurance Policy. / 雇主责任保单
- iii) Contractors All Risks Policy. / 承包人所有险保单

8) SUBCONTRACTORS / 分包

Tenderers shall submit with their Tender details of any proposed subcontractors and details of their scope of supply.

投标方在投标时必须告知建议的分包方的情况，以及分包方所供应的范围。

9) **ALTERNATIVE OFFERS AND DEVIATIONS FROM SPECIFICATION**  
选择性报价和与技术规范的偏差

The Tenderer shall quote in strict compliance with the requirements of the tender. Any exclusions or deviations from the specifications must be clearly identified.

投标方必须严格按照招标书的技术要求进行报价。任何与技术要求有偏差或者在价格中不包括的必须明确指出。

Tenderers may, in addition to a compliant offer, submit alternative proposals for consideration.

除了提供与招标书相符合的标书，投标方也可以提交可选择报价建议供招标方考虑。

10) **WARRANTY PERIOD Ref. Clause 11 of PEC1 / 质量保证期（参考合同条款 PEC1 第 11 条款）**

The initial warranty period shall be 12 months from the date goods are put into service

Or

24 months from the date of actual delivery  
whichever is the earlier

质量保证期一般为货物投入正常使用开始后 12 个月，或者交货期开始 24 个月，以先到者为准。（特殊情况另外确定）

10) **GENERAL**

总则

Jiangsu Pilkington SYP Glass CO., Ltd shall not be liable for any costs incurred in preparation of the tender and shall not be bound to accept the lowest priced tender. Selection shall be based upon competitiveness, competence and content of the bid as expressed by the bidder.

江苏皮尔金顿耀皮玻璃有限公司不承担在准备标书中产生的任何费用，也不一定接受出价最低的标书。江苏皮尔金顿耀皮玻璃有限公司将依据投标方的竞争力，能力，和标书内容选择中标者。



**Jiangsu Pilkington SYP Glass CO.,LTD.**  
**江苏皮尔金顿耀皮玻璃有限公司**

**CS1 镀膜项目**  
**CS1 Coating Project**

**Piling work**

**桩基招标**

**招标文件**

**TENDER DOCUMENTS**

**ITT E-4550/CO/001**

内容

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5.2	Subcontractor proposed 建议分包商

\*\*\*新供应商调查表请单独装订成册。

\*\*\*保密承诺书请单独装订成册。

## 工作范围和技术规范

### 一、工程概况

中英合资江苏皮尔金顿耀皮玻璃有限公司生产线技改工程，坐落在常熟市经济开发区兴港路 10 号，距常熟市区约 35 公里，本次工艺设计由英方皮尔金顿负责，国内参建单位：设计由上海市机电设计研究院负责，施工总承包待定，监理单位待定，审计单位待定，现场已具备施工条件。

### 二、本次招议标范围和要求

#### 1. 本次招议标范围：

- a) 浮法玻璃生产线锡槽外延车间厂房钢构基础。
- b) 扩建厂房建筑尺寸 36 米\*11.3 米，紧邻锡槽车间，钢构基础均采用独立基础型式。
- c) 厂房基础桩采用钻孔灌注桩，总长度暂定为 2150 米。

#### 2. 招议标要求：

- a) 本次招议标标函有两部分内容组成：沉桩和供桩
- b) 钻孔灌注桩，暂定直径 500mm 桩型，桩长暂定为 43M。所有桩成型后砼强度等级为 C30（水下商品砼级配），钢材：**HPB 235** 级钢及 **HRB335** 级钢，马钢或武钢。
- c) 沉桩工艺：钻孔-清淤-放钢筋笼-浇筑砼-养护。
- d) 施工组织设计
  - I. 工程总进度计划表及保证措施。
  - II. 主要技术方案、施工方案及应急处理方案（如断水断电、缩孔、浮桩等）。
  - III. 质量指标：现场实测“1”类桩占总桩数的比例 90%以上及保证质量的措施。
  - IV. 施工组织措施：项目经理资格证书原件及复印件、专业配套人员相关证件原件及复印件。
  - V. 主要施工机械、设备和劳动力用量配置情况。
  - VI. 施工总平面布置及施工流程。

## VII. 安全文明措施

- e) 现场施工临时道路由投标人设计并完成。
- f) 工期要求：暂定 2008 年 11 月 3 日开工，计划工期 20 天。（施工单位自行承诺奖惩办法）

## 五、验收规范

1. 打桩分项施工质量标准及验收标准执行国家现行的《建设工程施工及验收规范》、《建设工程质量检验评定标准》、《钢筋焊接及验收规程》、上海市工程建设规范《钻孔灌注桩施工规程》、《砼结构工程施工质量验收规范》、《砼泵送施工技术规程》。

2. 按设计要求，桩顶、桩底标高和承载力（单桩）均须满足设计要求。供应商品砼应满足水下砼配合比。其极限承载力须提供，若达不到极限承载力造成损失，应由施工方负责。

## 六、商务报价

（具体内容由商务部提供..）

## 七、参考文件

- 1. 附件 1 现场总平面图及桩位图；
- 2. 附件 2 生产线地质详勘报告；



**CONDITIONS OF CONTRACT**  
**合同条款**

**piling work** 桩基

PEC 1 Issued January 2000

**1. DEFINITIONS 定义**

- 1.1 "Buyer" shall mean Jiangsu Pilkington SYP Glass CO Ltd. or such other company as is named in the Purchase Order.  
“买方”指江苏皮尔金顿耀皮玻璃有限公司或在订单中约定的其他公司。
- 1.2 "Contract" shall mean the contract between Buyer and Seller for the sale of Goods provided that in interpreting the terms of the Contract:-  
“合同”指买方与卖方之间就所提供的货物按本合同条款释义达成的合同：
- (a) the terms of the Purchase Order as varied from time to time by agreement in writing between the parties shall apply to the Contract and in the event of any conflict shall take precedence over these Conditions and any other documents (or parts thereof) specified in the Purchase Order and:  
采购订单的条款可根据不同采购情况依双方同意的书面意见进行修改。采购订单为是合同的有效部分如果与这些合同条款和任何采购订单中规定的文件（或其中的部分）有冲突时，以采购订单为准。
- (b) where the Contract is for the international supply of Goods. The latest version of I.C.C. Incoterms shall apply to the Contract.  
如合同是有关国际间货物供应，最新的国际商会国际贸易术语解释通则将适用该合同。
- 1.3 "Contract Price" shall mean the total price stated in the Purchase Order as varied (if at all) in accordance with the terms of the Contract.  
“合同价格”指按照合同中的条款的规定的采购订单中描述的总价。
- 1.4 "Delivery" shall mean the delivery of Goods to the place(s) specified for such delivery in the Contract upon the date or within the period of time specified in the Contract.  
“交货”指在合同规定的时间或时期内将货物运至指定地点。
- 1.5 "Designs" includes any drawings, designs, specifications, plans, calculations and other documents and computer software and other information (if any) relating to the Goods.  
“设计”包括与货物有关的所有的图纸、设计、规范、计划、计算和其他文件，以及计算机软件和其他信息。
- 1.6 "Goods" includes all goods, materials, Designs, Services and other things (including any part of them) referred to in the Contract which are to be supplied by Seller and shall include (where the context so admits) any replacement or repair by Seller of such goods, materials, Designs, Services and other things.  
“货物”包括合同中涉及的卖方需提供的所有的货物、材料、设计、服务和其他物件（包括其任何部分），以及卖方更换或维修的货物、材料、设计、服务和其他物件。
- 1.7 "Purchase Order" shall mean Buyer's purchase order which specifies that these Conditions apply to it.  
“采购订单”指明确适用本条款的买方的采购订单。
- 1.8 "Seller" shall mean the person, firm or company to whom the Purchase Order is issued.  
“卖方”指采购订单发向的个人或公司。
- 1.9 "Services" shall mean the services (if any) described in the Contract (and shall where applicable include erection, supervision of erection, commissioning or other work) and shall include any part of them and (where the context so admits) any reperformance thereof.  
“服务”指合同中描述的服务（如适用包括安装及其监督指导、试车或其他工作），其应当包括其中的任何部分以及必要的再次服务。
- 1.10 "Site" shall mean the site, other than Seller's premises, where services are to be performed whether owned by Buyer or otherwise.  
“现场”不是指卖方的场所，而是指服务被执行的地方，不管该地方属于买方还是其他方。
- 1.11 "Sub-Contractor" shall mean any person(s), firm or company to whom, in the execution of the Contract, Seller sub-contracts work or from whom Seller purchases Designs, Services or significant items of equipment.  
“分包商”指在履行合同中、卖方向其分包合同工作、或者卖方向其购买设计、服务或设备关键部件的任何个人或公司。

**2. BASIS OF CONTRACT 合同基本原则**

- 2.1 These Conditions shall apply to the Contract to the exclusion of any other terms and conditions submitted or referred to or furnished by the Seller or subject to which the Purchase Order is accepted or purported to be accepted by Seller.  
这些条款应适用于本合同，除采购订单接受的卖方提出的、添加的或意指的任何其他条款。
- 2.2 Delivery and/or the carrying out of work by Seller in relation to the Contract shall constitute acceptance by Seller of the Purchase Order and these Conditions.  
卖方的交货和/或执行与合同相关的工作必须符合采购订单及这些条款。
- 2.3 No variation to the Contract shall be binding unless agreed in writing between Buyer and Seller.  
除非经过买方和卖方的书面协议，否则任何变更均无效。
- 2.4 “The contract documents forming the contract shall be taken as mutually explanatory of one another. However, any ambiguities or discrepancies whatsoever discovered by the Buyer or the Seller shall be explained and resolved by the Buyer, and the Seller shall therewith comply with such explanations and resolutions.”  
“构成合同的合同文件应互为解释。但是，由买方或卖方发现的任何有歧义或矛盾的内容都应该由买方进行解释或修正。卖方必须遵守买方的解释或修正。”

### 3. DELIVERY 交货

3.1 The Seller shall deliver the Goods upon the delivery date or within the delivery period specified in the contract or by such other date or period as may be agreed in writing with the Buyer, and if the same be not so delivered, the Buyer may determine the Contract summarily in respect of the undelivered Goods and (in respect of deliveries already made under the Contract which cannot be effectively or commercially used by reason of such non-delivery or non-performance) upon such determination the Buyer shall be entitled.

卖方必须在合同规定的时间或时期内，或者买卖双方书面协商规定的其他日期或时期内，完成交货。如果没有按期交货，买方将自动获得对卖方未交付的货物进行处理的权力（对于已经交付的货物，由于未交付货物或未执行而无法有效地或商业地使用）。

- a) to return to the Seller at the Seller's risk and expense any Goods already delivered which cannot be effectively and commercially used as aforesaid and to recover from the Seller any monies paid by the Buyer in respect of such Goods and  
买方将把已经收到的但无法有效地和商业地使用的货物归还给卖方，风险和费用由卖方负担，并且卖方应归还买方所支出的所有有关该货物的钱款。
- b) to recover from the Seller any loss or damage suffered by the Buyer and any additional expenditure incurred by the Buyer on obtaining other goods in replacement of those in respect of which the Contract has been determined.  
卖方应承担和支付买方所遭受的任何损失或伤害的赔偿，以及合同决定买方获得其他货物来替代所产生的任何额外费用。

3.2 If by reason of any cause, the Seller or its Sub-contractors and/or its suppliers find the time for delivery is, or is likely to be, not met the Seller shall forthwith give notice of such reason to the Buyer stating the likely length of the delay.

如果因为任何原因，卖方或其分包商及供应商发现交货时间不能（或可能不能）满足买方的要求，应该立刻将该原因通知给买方，并申明可能的延误时间的长度。

3.3 If after having received a notice in accordance with Clause 3.2 the Buyer is of the opinion that the cause of delay is such as fairly to entitle the Seller to an extension to the date of or period for delivery, the Buyer shall set a new date or period for delivery as is reasonable in all the circumstances, provided always that the Buyer need not take into account any cause of delay unless the Seller has:-

如果买方接到了上述通知以后，认为延迟的理由合理，可以延长交货时间或时期，买方应根据各方面情况重新决定合理的交货时间或时期。买方只有在卖方做到以下情形时方考虑延迟交货的原因：

- ☞ (a) given notice of the cause of delay as soon as was possible and  
尽可能快地将延误的原因通知给买方并且
- ☞ (b) taken such reasonable steps as are necessary to prevent or mitigate the delay  
尽可能采取措施以阻止或缓解该延误。

### 4. PRICE 价格

Unless otherwise stated in the Contract the Contract Price and, or rates shall remain fixed for the duration of the Contract and shall be inclusive of any applicable value added tax.



除合同中的另行说明外，合同价格和/或计算率必须在合同期内保持固定，并包括任何适用增值税。

5. **TERMS OF PAYMENT 付款条款**

5.1 Subject to the Buyer's rights under Clause 5.3 and without prejudice to any other of the Buyer's rights under the Contract the Buyer shall make payment in accordance with the terms set out in the purchase order provided the Seller has fulfilled his obligations under the Contract.

根据 5.3 条款规定的买方的权利，并且对合同中规定的买方行使其他权利没有偏见下，在卖方完成了合同中规定的义务以后，买方应根据采购订单的规定付款。

5.2 Payment will only be made against a valid invoice.

必须根据有效发票进行付款。

5.3 The Buyer shall be entitled to set off against any sum payable the buyer under this contract or any other contract any sums, owed to the Buyer by the Seller as a result of any act or omission or default of the Seller.

如果由于卖方的任何行为或遗漏或未履约而欠买方钱款，买方有权根据本合同或其他合同所欠款额抵付应付款额。

6. **PROPERTY AND RISK 所有权和风险**

6.1 Subject to Clause 6.4 if any part of the Contract Price is payable before any Delivery.

根据 6.4 条款，合同价格的任何部分在任何交货之前支付的。

(i) the property in all components of the Goods, materials for Goods and tools to be used exclusively in connection with the Goods shall pass to Buyer as soon as they are allocated to the Contract and paid for by Buyer. Seller shall, if so requested by Buyer, inform Buyer by written notice as and when such items are so allocated; and  
货物所有部件、货物使用材料和货物专门使用的工具一旦分派到本合同下并且买方已支付了钱款，其所有权应该立即转移给买方。如果买方要求的话，卖方应该在这些列举项目分派时以书面形式通知买方。

(ii) Seller shall clearly mark the Goods and the items referred to in Clause 6.1(i) as the property of Buyer, keep them in such separate place as may be necessary to preserve their identity, make them available for inspection whenever required by Buyer and comply with all reasonable instructions of Buyer; and

卖方应该清楚地标明为买方所有货物以及 6.1(i) 条款指的项目，并将他们存放在单独的地方以满足可以分辨的要求，并且如买方要求，安排对他们进行检验并按买方提出的所有合理指导办理。

(iii) Seller shall incorporate in any contract with any Sub-Contractor(s) and supplier(s) provisions to ensure that the provisions of this Clause 6.1 are complied with.

卖方应将此应用于所有分包商和供应商的合同，以确保条款 6.1 被完全履行。

6.2 Where Clause 6.1 does not apply the property in the Goods (other than Designs and Services) shall pass to Buyer on Delivery.

条款 6.1 不能适用的货物的所有权（除了设计和服务）应该在交货时再转移给买方。

6.3 Regardless of the passing of property the risk in Goods shall not pass to Buyer until Delivery. If for any reason Goods are returned to Seller pursuant to the Contract the risk in such Goods shall revert to Seller.

即使已经将所有权移交给了买方，在交货以前货物的风险仍然归卖方所有。如果由于任何原因，根据合同货物退回给了卖方，那么货物的风险也随之交还给卖方。

6.4 The property, copyright, design rights and all other rights in all Designs provided by Buyer or prepared by Seller for the Contract shall belong to Buyer, and Seller shall use the Designs only for the purposes of fulfilling Seller's obligations under the Contract. Seller shall not reproduce, use or transmit in any form such Designs without Buyer's prior written consent.

买方提供的或卖方为本合同准备所有设计的所有权、版权和其他所有权利归买方所有。卖方只能将这些设计用于完成本合同规定的卖方义务。未得到买方的书面同意，卖方不准以任何方式重制、使用或转送这些设计。

6.5 The passing of property and risk is without prejudice to any right of rejection or any other right which may be exercisable by Buyer.

所有权和风险的转移不影响买方可能行使的拒收或其他任何权利。

7. **REJECTION 拒收**

Without prejudice to any other of Buyer's rights:- 不影响买方行使其他权利。

7.1 The Buyer may by notice in writing to the Seller reject any Goods if, in the opinion of the Buyer, such goods are not in accordance with any express or implied condition, warranty or other term relating to them

in the contract. When giving notice of rejection, the Buyer shall specify the reasons therefor. In such case the Seller shall at its own expense, within a time acceptable to the Buyer replace the rejected Goods with such as are in all respects in accordance with the Contract.

如果买方认为提供的货物不符合合同表述或隐含的条款、保证或合同中与起相关的条款，买方可以通过书面通知形式拒绝卖方的任何货物。在提出拒收通知书时，买方应该明确拒收的原因。这种情况下，卖方应该自己承担费用，并在买方同意的时间内更换被拒收的货物以满足合同规定的各方面要求。

7.2 If the Seller does not replace all the rejected Goods within such time the Seller shall reimburse to the Buyer any monies paid to the Seller in respect of any of the rejected Goods which have not been replaced and any loss or damage which the Buyer may suffer as a result of their rejection and any additional expenditure incurred in the obtaining from another source of replacements thereof.

如果卖方不能在规定的时间内更换被拒收的货物，卖方应该支付买方已经支付的该拒收货物的钱款和由于拒收对买方造成的所有费用和损失，以及买方为获取替代货物所发生的任何额外费用。

## 8. VARIATIONS 变更

8.1 No variation required by the buyer shall vitiate this contract.

买方要求的变更不影响该合同的有效性。

8.2 The Buyer may make such amendments to the Goods as it considers necessary and shall have power to order:-

如果需要的话，买方可以对货物进行修改，并有权利实施要求：

- (a) any addition thereto or omission therefrom,  
任何增添或删除
- (b) any change in the specification for the Goods.  
任何货物规格的更改
- (c) any change to the time for delivery of the Goods.  
任何交货时间的更改
- (d) Any variation to the design or drawings or any other contract documents excluding these conditions of purchase.  
任何设计或图纸或其他不包括采购条款的合同文件的更改

These conditions shall apply to all such variations to the same extent, and with the same effect as if originally set forth in the Contract and the Seller shall be bound by and proceed with all such amendments when required to do so by the Buyer in writing.

这些条款应适用与所有此类变更，并与合同的原先规定具有相同的效力。如果买方有书面要求提出，卖方应该遵守并执行所有这些修改。

8.3 Any adjustment to the price stated on the Purchase Order arising out of any variation shall, if not previously agreed between the Buyer and the Seller, be calculated in the following manner:-  
如果没有事先在买方和卖方之间达成协议，由于任何变更引起的采购订单中的价格的调整必须按以下方式计算

- (a) as a proportion of the price stated on the Purchase Order where the quantity of the Goods listed therein are increased or decreased  
如果货物的数量有所增加或减少，那么按照采购订单中的价格进行同比例计算
- (b) by agreement between the Buyer and the Seller where a valuation in accordance with Sub-clause (a) above is not appropriate,  
如果上述 (a) 的计算不合理，买方和卖方可以通过协商确定，
- (c) if the Buyer and Seller fail to agree as described in sub-clause (b) above the Buyer shall set a valuation which shall be fair and reasonable, taking into account the relevant circumstances.

如果买方和卖方不能就 (b) 协商达成一致，那么买方应根据相关情况制定一个合理公平的计算。

8.4 Should the Seller be dissatisfied with any valuation made in accordance with Clause 8.3 ( c ), it shall give notice in writing to the Buyer within seven days of receipt of the Buyer's decision and shall, nonetheless comply with the variation instruction and perform the Contract in accordance with the Buyer's instructions pending resolution of any dispute.

如果卖方不同意条款 8.3(c)中买方提出的任何价格调整，应在接到买方的决定后的七天内书面通知买方。但还是要遵循变更要求并依据买方的意见执行合同，同时等待争议的解决。

## 9. INTELLECTUAL PROPERTY INFRINGEMENT 知识产权的侵犯

Seller will indemnify Buyer against any claim for infringement of patents, registered designs, trade marks, copyright or other intellectual property rights by the use or sale of Goods and against all expenses, costs and damages which Buyer may incur in any action for such infringement or for which

Buyer may become liable in any such action **Provided** always that this indemnity shall not apply to any infringement which is due to Seller having followed Designs or instructions given by Buyer or to the use of Goods in a manner or for a purpose or in a country not known to Seller, or to any infringement which is due only to the use of such Goods in association or combination with any goods not supplied by Seller **Provided** also that this indemnity is conditional on Buyer giving to Seller notice in writing of any claim being made or action threatened or brought against Buyer and on Buyer permitting Seller at Seller's expense to conduct any litigation that may ensue and all negotiations for a settlement of the claim. Buyer on his part warrants that any Designs or instructions given by Buyer shall not be such as will cause Seller to infringe any patents, registered designs, trade marks, copyright or other intellectual property rights in the execution of the Contract.

如果卖方因使用或销售货物而对买方的专利、注册设计、商标、版权或其他知识产权造成侵权，卖方应对由于侵权而使买方采取的任何行动或在任何此类行动中给买方引起的责任所产生的的各种费用、支出和伤害进行赔偿。但如果卖方因按照买方的设计要求或指导或卖方不知晓货物的使用方法或用途或使用国家所产生侵权行为，或仅是由于与其他非卖方提供的货物共同或联合使用该货物而造成的侵权行为，卖方不负赔偿责任。买方应以书面形式提交卖方有关任何已向买方提出的索赔或威胁或采取的行动，并在买方允许下，由卖方承担费用，卖方提起任何诉讼以确保进行谈判对索赔以达成解决。买方一方应保证所提供的任何设计或指导在合同执行中不会给卖方带来任何专利、注册设计、商标、版权或其他知识产权的侵权。

#### 10. **FORCE MAJEURE 不可抗力**

If either party is prevented or hindered from carrying out it's obligation hereunder by circumstances beyond it's reasonable control, including without limitation, any form of Government intervention, strikes and lockouts, natural disasters, (such circumstances being herein referred to as Force Majeure) then the performance of such obligations shall (subject to Clause 3.3 above where applicable to an obligation of the Seller), be suspended for such time as the circumstances aforesaid last and the party affected shall not be liable for any delay occasioned thereby. **Provided** that if such delay shall extend for any unreasonable time the party not affected by the circumstances aforesaid may, by notice in writing, terminate the Contract and no liability shall by reason of such termination attach to either party.

如果任意一方在其不能合理控制的情况下而不能履行自己的责任，包括但不限于的任何形式的政府干预、罢工和封锁、自然灾害（上述因素称为不可抗力），此时，该责任的履行应该（按照上述 3.3 条款如适用于卖方义务）暂缓相应的上述情况持续的时间，并且受影响的一方不必对造成的延误负责。但如果延误时间不合理的延伸，那么未受影响的另一方可以通过书面通知形式终止合同并且双方都不用承担违约责任。

Shortage of labour, materials or utilities or delays by Sub-contractors shall not, by themselves, constitute Force Majeure unless they are caused by circumstances which are within the meaning of this Clause.

劳动力、材料或设施的短缺，或者分包商的延误，本身不能作为不可抗力。除非这些因素是由本条款的含义所造成的。

Bankruptcy, insolvency or other economic factors affecting the financial viability of a party shall not constitute Force Majeure.

破产、无力偿还或其他影响一方财务状况的经济因素不能算作不可抗力。

Costs arising from Force Majeure circumstances shall be borne by the party incurring such costs.

由于不可抗力产生的费用由各自受影响方自己承担。

#### 11. **WARRANTIES AND LIABILITY 质保和责任**

11.1 Seller acknowledges that Buyer has made Seller aware of the particular purpose for which the Goods are being bought and the manner in which they are intended to be used and that Buyer is relying on Seller's skill and judgement.

卖方知晓买方已告知其的所购买货物的特殊用途和将使用方式，而且买方完全依赖卖方的技能和判断。

11.2 In addition to any other of Seller's warranties, conditions or obligations whether express or implied Seller warrants to Buyer that:

除了卖方的其他质保，表述的或隐含的条件或义务，卖方还应该向买方保证：

11.2.1 Goods will be of merchantable quality and fit for any purpose held out by Seller or made known to Seller in writing prior to or at the time the Purchase Order is delivered to Seller; and

货物必须具备商业质量要求，并能满足卖方提出的任何用途，或者采购订单签订时或签订前卖方所得到的书面的用途要求，并且

11.2.2 Goods will be new, free from defects in design, materials and workmanship; and  
货物必须是崭新的，无设计、材料和工艺缺陷，并且

11.2.3 Goods will correspond with the Contract and any relevant designs and or sample(s) and will be capable of any standard of performance specified expressly or by implication in the contract.

货物必须符合合同和相关设计或样品的要求，并能实现合同中明确规定或隐含的性能标准。

11.2.4 Goods will comply with all applicable regulations and other legal requirements concerning the manufacture, packaging, packing and delivery of the Goods which are in force on the Delivery; and

货物必须符合所有适用相关法规和关于制造、包装和发运的其他法律的要求，并且

11.2.5 Services will be performed and any Designs provided by Seller will be produced by appropriately qualified and trained personnel, with due care and diligence and to such high standards of quality as it is reasonable for Buyer to expect in all the circumstances.

卖方所履行的服务和提供的设计必须由合适的有资格的经过培训的人员勤勉尽职地完成，并能达到买方在任何情况下所期望的合理的高质量标准。

11.3 The warranty period for the Goods shall be the period commencing:-

货物的质保期应为以下期间，开始自：

(I) 12 months from the date goods are commissioned and put into service

货物经过试车并投入使用之日起 12 个月。或

Or

(II) 24 months from the date of Delivery as required by the Contract.

合同规定的交货期之日起 24 个月。

Whichever period is the earlier.

以先到者为准

11.4 Without prejudice to any other of Buyer's rights any Goods (including any replacement of Goods and any Goods which have been repaired by Seller) which are or become defective during the Warranty Period shall be repaired or replaced by Seller as soon as reasonably practicable provided that such defects occur under proper use and/or are due to Seller's faulty design, or erroneous instructions or inadequate or faulty materials or workmanship or any other breach of Seller's express or implied warranties. Seller shall bear all Seller's costs associated with the discharge of this responsibility. Any such replacement or repair of goods or any reperformance of services shall be guaranteed for a period of 12 months from replacement repair or rectification or until the expiry of the Warranty Period whichever is the longer. In the event that Seller fails within a reasonable period to rectify a defect in accordance with this Clause 11.4 Buyer may (without prejudice to any other of Buyer's rights) rectify such defect and shall be entitled to reimbursement by Seller for all reasonable costs so incurred.

在不对买方其他权利有任何偏见的情况下，任何货物（包括卖方任何更换的货物和任何修理的货物）在质保期内在正当使用和/或由于卖方的设计错误、或指导错误、或材料工艺或缺陷或不足，或由于违反了任何其他表述的或隐含的保证所有的缺陷或所产生缺陷，卖方应在合理的事实提出之刻即负责修理或更换。由此产生的所有费用由卖方承担。任何此类修理、更换的货物或重新提供的服务的质保期应为从更换、修理或改正起后 12 个月，或直到原先质保到期之日止，以较后者为准。如果卖方不能在合理的时间内根据本条款 11.4 改正产生的缺陷问题，买方可以（不对买方的其他权利偏袒）自己进行缺陷问题的处理并由卖方负担由此产生的所有合理费用。

## 12. TERMINATION 合同终止

12.1 Without prejudice to Buyer's rights under Clause 7 and Clause 10, the Buyer reserves the right to cancel or suspend the whole or any part of the Contract at any time prior to delivery of the Goods, and on such occasion shall give full consideration to necessary costs incurred by the Seller which must be proven to the Buyer's satisfaction but shall under no circumstances exceed such value of the Goods in respect of which the Contract hereunder has been terminated or suspended as is stated in or calculable by reference to the Contract.

对条款 7 和 10 买方权利没有偏见下，买方在交货前保留随时有权取消或暂停整个合同或合同的任何部分，在这种情况下要充分考虑到因此而卖方已产生的必要费用，该费用应由买方认可，但任何情况下，不能超过所终止或暂停货物本身在合同中规定的价值或参考合同所规定计算的价值。

12.2 If during the delivery period it becomes apparent to the Buyer that the Seller cannot fulfil the Contract by the specified delivery date then the Buyer shall have the right to terminate the Contract in its entirety and the Buyer shall have the right to recover from the Seller any Goods which are decreed to be the property of the Buyer (see Clause 6) and/or any monies paid in respect of work in progress. The Seller shall indemnify the Buyer against any and all losses incurred in obtaining the Goods from another source.

在交货期间，如果买方明显发现卖方不能在规定的交货日期交货，则买方有权利终止整个合同，并有权从卖方要回买方所拥有的货物（见条款 6）和/或为进行中的工作所支付的钱款。卖方需赔偿买方因从其它渠道购买货物所产生的任何和全部损失。

12.3 Should the Seller fail to observe the provisions hereof or neglect to carry out the obligations herein defined, or fails to comply with an instruction of the buyer, the Buyer may give notice in writing of such failure or neglect and the Seller shall, within 7 days or such longer period as may be set in the notice, rectify the failure or neglect. In the event of the Seller failing to comply with any such notice the Buyer shall have the right to terminate the Contract and make such other arrangements as are considered necessary to obtain the Goods, and any additional costs incurred by the Buyer thereby shall become a debt to the Buyer from the Seller.

如果卖方未能注意该条款或者疏忽了在此规定的义务或者未能按照买方的指示去做, 则买方可以以书面形式告知这样的疏忽或错误, 卖方在 7 天内或者书面通知规定的期限内给予纠正。如果卖方仍旧未能按买方的通知去做则买方有权终止合同, 并做出认为必要的其它安排来获得该货物。买方由此发生的任何额外费用将成为卖方对买方的债务。

12.4 The provision of Clauses 12.1, 12.2 and 12.3 shall be without prejudice to any other rights the Buyer may possess.

条款 12.1、12.2 和 12.3 中的规定不应损害买方拥有的任何其它权利。

12.5 Either party ("the terminating party") shall be entitled forthwith to terminate the Contract by notice in writing to the other at any time if

任何一方(终止合同一方)都有资格立即以书面形式通知另一方终止合同, 如果:

12.5.1 the other makes any voluntary arrangement with its creditors or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or

另一方与其债权人(或公司)达成协议将进入一个管理程序或者进入清算(除为了合并和重组)或者:

12.5.2 an encumbrance takes possession, or a receiver is appointed, of any of the property or assets of the other; or

债务人收走任何财产、其它资产的所有权, 或有指定了接管人。或者

12.5.3 the other ceases, or threatens to cease, to carry on business; or

有其它停止或潜在停止继续经营的事件。或者:

12.5.4 the terminating party reasonably apprehends that any of the events mentioned above is about to occur in relation to the other and notifies the other accordingly.

提出终止的一方合理地注意到上述所讲的情况可能出现在另一方, 并因此提醒对方。

### 13. **PROGRESS AND INSPECTION 进度和检查**

13.1 Without prejudice to any other of Buyer's rights Buyer's representatives shall have the right to check the progress of, and inspect all Goods (whether at Seller's works, the works of Sub-Contractors or elsewhere) at all reasonable times and to reject Goods pursuant to Clause 7. Seller's sub-contracts shall include similar provisions in all material respects to this Clause 13.

在不损害买方任何其它权利的情况下, 买方代表有权在所有合理的时间核查进度和检查所有货物(无论在卖方的工厂或分包商的工厂或其它地方), 并依据条款 7 拒绝货物。卖方的分包商的所有材料方面应包括条款 13 所包含的类似规定。

13.2 The Seller will provide at no cost to the Buyer all reasonable facilities to enable the Buyer to carry out progress visits and inspection.

卖方需免费为买方完成进度访查和检查提供所有合理设施。

13.3 The Seller will furnish such Programme of manufacture and delivery and/or progress reports in the format and at the time required by the Buyer in order that the Buyer can verify actual progress of work under the Contract.

在买方要求时, 卖方将提供生产和交货计划和/或买方要求形式的进度报告, 以便买方可以依据合同验证实际工作进度。

13.4 Inspection and or test by the Buyer or any failure to inspect or test shall not relieve the Seller of any responsibility or liability for the supply of Goods in accordance with the Contract and shall not imply any acceptance thereof.

买方所做的检查和/或测试, 或者任何未能检查或测试都不能免除卖方依据合同提供货物的任何责任或义务, 也不意味任何接受。

### 14. **ASSIGNMENT AND SUB-LETTING 转包和转租**

The Contract shall not be assigned by Seller nor sub-let as a whole. Seller shall not employ any Sub-Contractor without Buyer's written consent, which shall not be unreasonably withheld.

卖方不得对此合同整体进行转包, 也不得整体转租。卖方在没有买方书面同意的情况下不得雇佣任何分包商, 买方不得故意拖延不予认可。

### 15. **LOSS, DETERIORATION OR DAMAGE IN TRANSIT 运输过程中丢失、变质或损坏**

15.1 Seller shall protect Goods so as to prevent deterioration or damage during transportation and storage.

卖方在储运时必须保护好货物以防止货物变质或损坏。

15.2 To the extent that Seller is responsible for transport and without prejudice to any other of Buyer's rights Seller shall promptly make good free of charge to Buyer any loss of or damage to Goods in transit.

根据卖方运输责任的程度，并在不对买方任何其它权利有偏见下，卖方应及时赔偿运输过程中货物的丢失或损坏。

16. **FREE ISSUE MATERIAL 免费提供的材料**

Where Buyer for the purposes of the Contract issues goods free of charge to Seller such goods shall be and remain the property of Buyer. Immediately on receipt of free issue materials the Seller shall carryout a visual inspection of Free Issue Materials to check they are free from defects. Any defect or discrepancy shall be reported by the Seller to the Buyer within 7 days of receipt. Seller shall maintain all such goods in good order and condition subject, in the case of tooling, patterns and the like, to fair wear and tear. Seller shall use such goods solely in connection with the Contract. Any surplus goods shall be disposed of at Buyer's discretion. Waste of such goods arising from bad workmanship or negligence of Seller shall be made good at Seller's expense. The risk in all such goods shall pass to Seller when received by Seller and shall remain with Seller until such goods have been returned to and received by Buyer. Seller shall promptly deliver to Buyer any free issue goods upon being given notice by Buyer to do so.

买方为合同目的免费提供给卖方的货物，买方将拥有并保持对其的所有权。卖方在收到免费提供的货物时应立刻从外观检查其是否有缺陷。任何缺陷或差异卖方需在收到货物的7天之内报告给买方。卖方在加工、模仿或类似行动时需保持这些货物处于良好的状态和次序使其得以正常磨损。卖方应仅为合同相关使用该货物。任何剩余货物按买方决定的方法处理。该货物因为卖方错误的加工或疏忽造成的损耗将由卖方免费弥补。这些货物的风险在卖方收到货物时将转移给卖方直到这些货物返还到买方手中。在买方要求交还时，卖方应将任何免费提供的货物迅速交还给买方。

17. **CONFIDENTIALITY 保密**

The Contract including the Purchase Order and all tools, materials and Designs issued by Buyer are confidential and their use and disclosure must be strictly confined to Seller himself and Seller's employees properly engaged in the execution of the Contract (except in so far as confidential disclosure to Sub-Contractors or suppliers is agreed in writing by Buyer). In particular, Seller shall not use the Contract for the purpose of advertisement nor take or allow Seller's employees or Sub-Contractors to take photographs of Goods.

本合同所包括的采购订单和由买方提供的所有工具、材料和设计均是保密的，它们的使用和披露必须严格限制在卖方本身和卖方参与执行本合同的相关人员（除买方的书面同意的关于保密信息披露给分包商或供应商）。特别是，卖方不得把本合同用于广告宣传目的，不允许拍照，卖方雇员或分包商对货物也不允许拍照。

18. **INDEMNITY AND INSURANCE 赔偿和保险**

The Seller shall defend indemnity and hold the Buyer harmless from any loss, damage, liability, costs, expenses, or claims, whether direct or indirect suffered by or brought against the Buyer arising from any goods supplied or any other work carried out by the Seller under this Contract (including where appropriate the erection, installation, repair or operation of any plant) whether in respect of injuries to or the death of any person including employees of the Seller or of damage to any property.

The Seller shall insure the goods for the full replacement value as required by these conditions.

卖方应防止/避免赔偿的发生和保证卖方免于任何丢失、损坏、责任、成本、费用和索赔中受伤害，无论是由于本合同下提供的任何货物或卖方执行的任何其它工作所给买方带来的或使买方遭受的直接或间接损害（包括适用的任何工厂的装配、安装、维修和运行），还是关于人员包括卖方雇员的伤害或死亡或任何财产损失。

卖方应按这些情况所需对货物投保全额保险。

19. **WAIVER 弃权**

No waiver by Buyer in respect of any breach of Contract by Seller shall be considered as a waiver of any subsequent breach of the same or any other provision.

买方对卖方的关于任何违约的弃权不能视为对同样或任何其他条款任何随后违约的弃权。

20. **INTERPRETATION 解释**

20.1 The headings in these Conditions are for convenience only and shall not affect their interpretation.

这些条款的标题仅仅是为了方便，对条款的解释没有任何影响。

20.2 If any provision of the Contract is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected thereby.

如果本合同的任何条款全部或部分被任何主管当局认为无效的或不能实施的，将不影响本合同的其它条款和有问题的条款的余下部分。

20.3 Nothing in these Conditions shall prejudice any condition or warranty expressed or implied, or any legal remedy to which either party may be entitled, in relation to Goods and/or the Contract by virtue of any statute or custom or any general law or common law or local law or regulation.

这些条款中任何内容都不能代替关于货物和/或合同的任何表述的或隐含的条件或保证，或任何一方根据法令或习惯或任何通用法律或成文法或当地法律或规定所拥有的任何法律补偿。

20.4 The construction, validity and performance of the Contract shall be governed by the laws of China.

本合同的构成、有效性和执行应遵从中国法律。

**CONDITIONS OF PURCHASE FOR SITE WORK 现场工作采购条款**

**PEC 2 (2000)**

**21. APPLICATION 应用**

These Conditions numbered 21 to 28 inclusive ("PEC 2") shall be added to Conditions numbered 1 to 20 inclusive of those entitled "Conditions of Purchase for Engineering Plant and Materials PEC 1 (2000) ("PEC 1") when so specified in any Purchase Order. When so added:-

从 21 到 28 的条款，含 21 和 28，（PEC2）对于那些在采购订单中指明为“工程设备和材料采购条款 PEC1 (2007) (PEC1)应增加于 1~20 的条款，含 1 和 20。

21.1 any reference to "Conditions" (except in this Clause 21) whether in PEC 1 or PEC 2 shall include reference to PEC 1 and PEC 2.

所有无论在 PEC1 和 PEC2 中所提的参见“条款“（除在本 21 款）应包括参见 PEC1 和 PEC2。

21.2 defined terms in PEC 1 have the same meaning in PEC 2.

PEC1 中的定义条款含义和 PEC2 中的相同。

21.3 any reference in PEC 2 to clauses numbered 1 to 20 inclusive refers to such clause numbers in PEC 1.

PEC2 中任何参见的条款号码 1-20（含 1 和 20）指 PEC1 中的该条款号码。

**22. KNOWLEDGE OF SITE 现场的了解**

Seller is deemed to have visited Site and to have understood the nature and extent of Services and shall make no claim founded on Seller's failure to do so.

卖方被认为已经视察过现场并理解现场的服务的性质和程度，对于卖方因没有充分的了解现场而提出的索赔不能被接受。

**23. PLANT FOR USE ON SITE 为现场使用的机械设备**

23.1 Unless otherwise specified in writing by the Buyer, Seller shall provide all plant, materials, equipment and other things ("Plant") and labour necessary to perform the Services. Seller must ensure that Seller holds all appropriate test and examination certificates for such Plant and must produce them forthwith on request for inspection by Buyer.

除非买方另外书面说明，卖方应提供所有的机械设备、设备、材料、机器和其他（“车间”）和必需的人力来完成服务。卖方必须保证持有这样车间的适当测试和检验证书，并在买方需要时，立即提交买方检验。

23.2 Notwithstanding the provisions of Clause 23.1 should Buyer allow Seller to use any of Buyer's Plant Seller shall ensure that such Plant is:-

除了 23.1 条款的情况下，如果买方允许卖方使用买方的机械设备，卖方必须保证该机械设备是：

(i) suitable for the purposes to which it is to be put.  
适合将使用的目的。

(ii) used in a safe and workmanlike manner and that it is returned to Buyer in an undamaged condition, fair wear and tear excepted.

能够正确、安全的使用，并在归还时不能损坏，只能有正常的磨损。

23.3 Seller shall indemnify Buyer against any damage including personal injury caused by Seller's use of Plant whether or not it is supplied, tested, examined or approved by Buyer except where the damage or personal injury is caused by Buyer's negligence.

卖方必须对由于使用买方机械设备而造成的任何损害包括人身伤害进行赔偿。无论是否是由买方提供，测试，检测或认可的。除非该损害或人身伤害是由于买方的疏忽造成。

**24. SITE REGULATIONS 现场规章**

24.1 Seller shall deliver Goods and Plant and perform Services on Site at times which have previously been agreed by Buyer (such agreement not to be unreasonably withheld).

卖方应将货物和机械设备和服务在买方之前同意的时间交付和实施（该种协议不能被不合理的拖延）。

24.2 Seller shall perform Services and use Plant on Site properly and safely and without risk to persons, property or the environment. Without prejudice to the foregoing obligation, Seller shall also comply with all safety, environmental and any other reasonable regulations in force on Site.



卖方在现场应正确、安全和对人员，财产和环境不造成危害地进行服务和使用车间。不违背上述责任的同时，卖方必须遵守现场的有效的所有安全、环境和其他合理规章制度。

24.3 Buyer shall have the right to require the removal of any person brought to Site by Seller who has:-

买方应有权要求卖方将其带入现场的任何人员撤出现场，如果他：

- (i) failed to comply with the obligations listed in Clause 24.2  
没有遵守 24.2 条款的要求。
- (ii) has, in the opinion of Buyer, misconducted himself or been negligent or incompetent.  
以买方的观点，已有不正当行为或疏忽大意或不称职。

25. **SITE WORK BY SELLER 卖方的现场施工**

In respect of any Services to be performed on Site and any Goods to be assembled, installed, commissioned or in some other way worked on Site Seller shall:-

对于有任何在现场进行的服务和货物在现场的组装、安装、调试或其他工作，卖方必须：

25.1 before making any delivery to Site, arrange for the offloading and adequate storage of the items to be delivered.

在交货至现场前，为所发货物安排卸货和充足的储藏地点。

25.2 before employing people on Site, agree with Buyer the hours to be worked (including overtime, if any), basic wages, bonus and other conditions of employment. Such matters shall not be changed without Buyer's written consent except where such matters are regulated by national agreements.

在雇用现场的人员前，必须与买方就工作时间（包括加班，如有的话）、基本工资、奖金和其他雇用条件达成一致。上述事项在没有得到买方的书面同意下不能变更，除国家规定的有关事项。

25.3 not offer employment during the Contract period to any person employed on Site by others.

在合同期内，不能向他人雇佣的现场人员提供工作机会。

25.4 notify Buyer when Goods are ready for inspection and or test and shall not cover up any Goods until Buyer has had reasonable opportunity to inspect and or test the same.

当货物可以供检验和/或测试时，通知买方。在买方在有合理机会检验和/或测试该货物前，不遮盖货物。

25.5 not have exclusive access to or possession of Site but only such as shall enable Seller to perform the Services concurrently with the performance of services by others.

不拥有现场的排他进入权和占有权，而仅是能使卖方同其他提供服务方共同在现场实施服务。

26. **INDEMNITY 赔偿**

Seller shall take every reasonable precaution not to damage or injure any property or persons on the Site or contaminate the environment or cause any nuisance. Seller shall indemnify Buyer against all claims founded on any such damage, injury, contamination or nuisance which arise out of or in consequence of any operations on Site under the Contract whether such claims are made by Buyer or by a third party against Seller or against Buyer, and Seller shall indemnify Buyer against all actions, demands, damages, costs, charges and expenses arising in connection therewith provided that nothing in these Conditions shall render Seller liable for any damage, injury, contamination or nuisance to the extent that same results from any negligent act or omission of Buyer.

买方应采取一切合理的预防措施，避免现场的财产和人员受到损害和伤害，或污染环境或造成妨害。卖方应对合同下在现场的任何操作所引起或导致的这样的损害、伤害、污染或妨害而对买方的所有索赔进行赔偿，无论该索赔是由买方提出的或是由第三方向卖方或买方提出的。而且，卖方应买方的与此相关的所有行动、要求、费用、支出和花费给予赔偿，但由于买方的任何疏忽行为或遗漏所造成的同样结果的任何损害、伤害、污染或妨害，则不是卖方的责任。

27. **INSURANCE 保险**

27.1 Seller shall have in force and shall require any Sub-Contractor to have in force:-

卖方应要求自己 and 分包商强制实施：

- (i) Employer's Liability Insurance and;  
雇主责任险和
- (ii) Public Liability Insurance for such sum and range of cover as Seller deems appropriate but not less than £5,000,000 for any one accident unless otherwise agreed by Buyer in writing. All such insurances shall be extended to indemnify Buyer against any claim for which Seller or any Sub-Contractor may be legally liable.

卖方认为适当的公众责任险的金额和投保范围，除买方书面同意，对任何事故不低于 5000000 英镑。所有应由卖方或任何分包商承担法律责任的索赔，买方均可凭保单得到赔偿。

27.2 The policies of insurance referred to in Clause 27.1 shall be shown to Buyer whenever Buyer requests, together with satisfactory evidence of payment of premiums.



任何时候当买方要求，依据 27.1 条款的投保的保单和已付保险费的有效凭证应提供给买方查看。

27.3 Buyer shall maintain Employer's Liability and Public Liability Insurance in respect of Buyer's own liabilities.

就买方自身的雇主责任险和公众责任险由买方自己承担。

27.4 Seller shall give immediate notice in the event of any accident or damage likely to form the subject of a claim under Buyer's insurance and shall give all the information and assistance in respect therefore that Buyer's insurers may require, and shall not negotiate, pay, settle, admit or repudiate any claim without their written consent, and shall permit the insurers to take proceedings in the name of Seller to recover compensation or secure an indemnity from any third party in respect of any of the matters covered by the said insurance.

如果任何事故或损害有可能构成买方保险下的索赔，卖方应立即通知买方，并按照买方保险公司可能的要求提供所有的信息和帮助，而且在得到他们的书面确认前，不能进行谈判，付款，解决，承认或否定任何索赔。并允许保险公司以卖方的名义采取行动，就任何所保险的事物从任何第三方进行赔偿补救或赔偿物保护。

28. **ACCEPTANCE TESTS 验收检测**

28.1 If Services includes acceptance tests such Services shall be deemed not to be complete and (notwithstanding the provisions of Clause 11) the Warranty Period shall not commence and Buyer's right of rejection under Clause 7 shall be available and (notwithstanding the provisions of Clause 6.3) the risk in the Goods shall not pass to Buyer until such acceptance tests have been completed to the reasonable satisfaction of Buyer in accordance with this Clause 28.

如果服务中包括验收检测，依据条款 28，在未达到买方合理满意前，该服务不视为已完成（尽管条款 11）；保质期不开始计算；依据条款 7 买方仍有拒收权（尽管条款 6.3）；货物的风险不转移到买方。

28.2 Acceptance tests, which shall be in accordance with the provisions of the Contract, shall be carried out at a time to be agreed in writing with Buyer at least 14 days prior to the anticipated date thereof. Subject to the provisions of Clause 28.4, if Buyer fails to attend at the time agreed Seller shall be entitled to proceed with the acceptance tests in Buyer's absence and the requirement in Clause 28.1 for the acceptance tests to have been completed to the reasonable satisfaction of Buyer shall not apply.

按照合同条款进行的验收检测，应在预期验收日前 14 天以书面方式得到买方同意之日进行。依据条款 28.4，如果买方未能在同意的时间内参加检测，卖方有权在买方缺席的情况下进行验收测试，28.1 条款“关于验收检测达到买方合理满意”不适用。

28.3 When the erection of Goods is complete and all tests to be made by Seller have been passed to the reasonable satisfaction of Buyer, Buyer shall forthwith accept the Goods and shall certify accordingly.

当货物安装完成，所有的检测已经通过并得到买方的合理满意，买方应随即接受货物并出证明。

28.4 If Seller (not being in default of its obligations) is willing and able to proceed with the said acceptance tests and Buyer directs that the said tests should not proceed at the time originally contemplated by the Contract then the tests shall be postponed for such period as shall be agreed (such agreement not to be unreasonably withheld). Upon such agreement being reached:-

如果卖方（没有缺失其责任）愿意也能够进行验收检测，而买方指出上述检测不能按照合同原预期的日期进行，可延期至双方同意的时间（该协议不能被不合理的拖延），一旦协议达成：

(i) Seller shall be entitled to submit the invoice (if any) related to the completion of such tests as if such tests had been performed pursuant to clause 28.2 provided that Buyer shall not be required to pay for uncompleted Services or undelivered Goods.

卖方应根据 28.2 条款，有权向买方出具关于完成这些检测的发票(如有)，但不能要求买方支付为完成的服务或未交货物。

(ii) At the earliest possible time during the said period of postponement Buyer shall give notice in writing to Seller stating the earliest date on which the said tests can be carried out and requesting Seller to conduct the tests within 10 days of the date mentioned in such notice.

在上述所言延长期内，买方应在最早的可能时间书面通知卖方测试可进行的最早时间，并要求卖方在通知所提日期的 10 日内进行测试。

(iii) The Warranty Period shall (notwithstanding Clause 11) commence forthwith.

保质期应即开始（无所谓条款 11）

(iv) Seller may, at the reasonable cost of Buyer and before performing the postponed acceptance tests, examine Goods and make good any defects or deterioration therein

that may have developed, or loss thereof that may have occurred, after the date when Services were first postponed.

在进行推迟的验收检测前，由买方承担合理费用，卖方可以对货物进行检验，对自服务第一次推延之日起可能产生的缺陷或损坏或出现的损失进行补救。

- (v) All reasonable expenses incurred by Seller by reason of postponement of Services by Buyer (otherwise than in consequence of some default on the part of Seller) shall be paid by Buyer, provided that no claim shall be made under this clause unless Seller has, within a reasonable time, given notice in writing to Buyer of Seller's intention to make such a claim.

因为买方而延迟验收使卖方产生的所有合理费用（除了卖方自己过错而造成的）由买方承担。但如果卖方未能在合理的时间内以用书面通知买方将进行索赔的意图，将得不到赔偿。

- 28.5 Buyer may accept any part of the Goods whether or not it has passed all its acceptance tests and shall certify accordingly in respect of that part.

买方可以接受货物的任一部分，无论是否通过了验收检测，并对那一部分提供证明。

- 28.6 In the event of the Goods or any part thereof failing to meet the acceptance tests specified in the Contract, Buyer will notify Seller accordingly. If Seller does not correct such failure within a reasonable period thereafter Buyer may:-

如果货物或任何部分未能通过合同规定的验收检测，买方将通知卖方。如果卖方不能够在合理的时段内纠正这些缺陷，买方有权：

- (i) assist in the rectification at Seller's expense or, 帮助改正缺陷，费用由卖方承担。或
- (ii) accept Goods conditional upon Seller accepting a reduction in the Contract Price or, 如卖方同意给予合同总价一个折扣则接受货物。或
- (iii) reject Goods in accordance with Clause 7. 按条款 7 拒收货物。

**CONDITIONS OF PURCHASE FOR SITE WORK 现场工作采购条款****PEC 2 (2000)****21. APPLICATION 应用**

These Conditions numbered 21 to 28 inclusive ("PEC 2") shall be added to Conditions numbered 1 to 20 inclusive of those entitled "Conditions of Purchase for Engineering Plant and Materials PEC 1 (2000) ("PEC 1") when so specified in any Purchase Order. When so added:-

从 21 到 28 的条款，含 21 和 28，（PEC2）对于那些在采购订单中指明为“工程设备和材料采购条款 PEC1 (2007) (PEC1)应增加于 1~20 的条款，含 1 和 20。

21.1 any reference to "Conditions" (except in this Clause 21) whether in PEC 1 or PEC 2 shall include reference to PEC 1 and PEC 2.

所有无论在 PEC1 和 PEC2 中所提的参见“条款“（除在本 21 款）应包括参见 PEC1 和 PEC2。

21.2 defined terms in PEC 1 have the same meaning in PEC 2.

PEC1 中的定义条款含义和 PEC2 中的相同。

21.3 any reference in PEC 2 to clauses numbered 1 to 20 inclusive refers to such clause numbers in PEC 1.

PEC2 中任何参见的条款号码 1-20（含 1 和 20）指 PEC1 中的该条款号码。

**22. KNOWLEDGE OF SITE 现场的了解**

Seller is deemed to have visited Site and to have understood the nature and extent of Services and shall make no claim founded on Seller's failure to do so.

卖方被认为已经视察过现场并理解现场的服务的性质和程度，对于卖方因没有充分的了解现场而提出的索赔不能被接受。

**23. PLANT FOR USE ON SITE 为现场使用的机械设备**

23.1 Unless otherwise specified in writing by the Buyer, Seller shall provide all plant, materials, equipment and other things ("Plant") and labour necessary to perform the Services. Seller must ensure that Seller holds all appropriate test and examination certificates for such Plant and must produce them forthwith on request for inspection by Buyer.

除非买方另外书面说明，卖方应提供所有的机械设备、设备、材料、机器和其他（“车间”）和必需的人力来完成服务。卖方必须保证持有这样车间的适当测试和检验证书，并在买方需要时，立即提交买方检验。

23.2 Notwithstanding the provisions of Clause 23.1 should Buyer allow Seller to use any of Buyer's Plant Seller shall ensure that such Plant is:-

除了 23.1 条款的情况下，如果买方允许卖方使用买方的机械设备，卖方必须保证该机械设备是：

(i) suitable for the purposes to which it is to be put.

适合将使用的目的。

(ii) used in a safe and workmanlike manner and that it is returned to Buyer in an undamaged condition, fair wear and tear excepted.

能够正确、安全的使用，并在归还时不能损坏，只能有正常的磨损。

23.3 Seller shall indemnify Buyer against any damage including personal injury caused by Seller's use of Plant whether or not it is supplied, tested, examined or approved by Buyer except where the damage or personal injury is caused by Buyer's negligence.

卖方必须对由于使用买方机械设备而造成的任何损害包括人身伤害进行赔偿。无论是否是由买方提供，测试，检测或认可的。除非该损害或人身伤害是由于买方的疏忽造成。

**24. SITE REGULATIONS 现场规章**

24.1 Seller shall deliver Goods and Plant and perform Services on Site at times which have previously been agreed by Buyer (such agreement not to be unreasonably withheld).

卖方应将货物和机械设备和服务在买方之前同意的时间交付和实施（该种协议不能被不合理的拖延）。

24.2 Seller shall perform Services and use Plant on Site properly and safely and without risk to persons, property or the environment. Without prejudice to the foregoing obligation, Seller shall also comply with all safety, environmental and any other reasonable regulations in force on Site.

卖方在在现场应正确、安全和对人员，财产和环境不造成危害地进行服务和使用车间。不违背上述责任的同时，卖方必须遵守现场的有效的所有安全、环境和其他合理规章制度。

24.3 Buyer shall have the right to require the removal of any person brought to Site by Seller who has:-

买方应有权要求卖方将其带入现场的任何人员撤出现场，如果他：

(i) failed to comply with the obligations listed in Clause 24.2

没有遵守 24.2 条款的要求。

(ii) has, in the opinion of Buyer, misconducted himself or been negligent or incompetent.

以买方的观点，已有不正当行为或疏忽大意或不称职。

**25. SITE WORK BY SELLER 卖方的现场施工**

In respect of any Services to be performed on Site and any Goods to be assembled, installed, commissioned or in some other way worked on Site Seller shall:-

对于有任何在现场进行的服务和货物在现场的组装、安装、调试或其他工作，卖方必须：

- 25.1 before making any delivery to Site, arrange for the offloading and adequate storage of the items to be delivered.  
在交货至现场前, 为所发货物安排卸货和充足的储藏地点。
- 25.2 before employing people on Site, agree with Buyer the hours to be worked (including overtime, if any), basic wages, bonus and other conditions of employment. Such matters shall not be changed without Buyer's written consent except where such matters are regulated by national agreements.  
在雇用现场的人员前, 必须与买方就工作时间(包括加班, 如有的话)、基本工资、奖金和其他雇用条件达成一致。上述事项在没有得到买方的书面同意下不能变更, 除国家规定的有关事项。
- 25.3 not offer employment during the Contract period to any person employed on Site by others.  
在合同期内, 不能向他人雇佣的现场人员提供工作机会。
- 25.4 notify Buyer when Goods are ready for inspection and or test and shall not cover up any Goods until Buyer has had reasonable opportunity to inspect and or test the same.  
当货物可以供检验和/或测试时, 通知买方。在买方在有合理机会检验和/或测试该货物前, 不遮盖货物。
- 25.5 not have exclusive access to or possession of Site but only such as shall enable Seller to perform the Services concurrently with the performance of services by others.  
不拥有现场的排他进入权和占有权, 而仅是能使卖方同其他提供服务方共同在现场实施服务。
26. **INDEMNITY 赔偿**  
Seller shall take every reasonable precaution not to damage or injure any property or persons on the Site or contaminate the environment or cause any nuisance. Seller shall indemnify Buyer against all claims founded on any such damage, injury, contamination or nuisance which arise out of or in consequence of any operations on Site under the Contract whether such claims are made by Buyer or by a third party against Seller or against Buyer, and Seller shall indemnify Buyer against all actions, demands, damages, costs, charges and expenses arising in connection therewith provided that nothing in these Conditions shall render Seller liable for any damage, injury, contamination or nuisance to the extent that same results from any negligent act or omission of Buyer.  
买方应采取一切合理的预防措施, 避免现场的财产和人员受到损害和伤害, 或污染环境或造成妨害。卖方应对合同下在现场的任何操作所引起或导致的这样的损害、伤害、污染或妨害而对买方的所有索赔进行赔偿, 无论该索赔是由买方提出的或是由第三方向卖方或买方提出的。而且, 卖方应买方的与此相关的所有行动、要求、费用、支出和花费给予赔偿, 但由于买方的任何疏忽行为或遗漏所造成的同样结果的任何损害、伤害、污染或妨害, 则不是卖方的责任。
27. **INSURANCE 保险**
- 27.1 Seller shall have in force and shall require any Sub-Contractor to have in force:-  
卖方应要求自己 and 分包商强制实施:
- (i) Employer's Liability Insurance and;  
雇主责任险和
- (ii) Public Liability Insurance for such sum and range of cover as Seller deems appropriate but not less than **£5,000,000** for any one accident unless otherwise agreed by Buyer in writing. All such insurances shall be extended to indemnify Buyer against any claim for which Seller or any Sub-Contractor may be legally liable.  
卖方认为适当的公众责任险的金额和投保范围, 除买方书面同意, 对任何事故不低于 5000000 英镑。所有应由卖方或任何分包商承担法律责任的索赔, 买方均可凭保单得到赔偿。
- 27.2 The policies of insurance referred to in Clause 27.1 shall be shown to Buyer whenever Buyer requests, together with satisfactory evidence of payment of premiums.  
任何时候当买方要求, 依据 27.1 条款的投保的保单和已付保险费的有效凭证应提供给买方查看。
- 27.3 Buyer shall maintain Employer's Liability and Public Liability Insurance in respect of Buyer's own liabilities.  
就买方自身的雇主责任险和公众责任险由买方自己承担。
- 27.4 Seller shall give immediate notice in the event of any accident or damage likely to form the subject of a claim under Buyer's insurance and shall give all the information and assistance in respect therefore that Buyer's insurers may require, and shall not negotiate, pay, settle, admit or repudiate any claim without their written consent, and shall permit the insurers to take proceedings in the name of Seller to recover compensation or secure an indemnity from any third party in respect of any of the matters covered by the said insurance.  
如果任何事故或损害有可能构成买方保险下的索赔, 卖方应立即通知买方, 并按照买方保险公司可能的要求提供所有的信息和帮助, 而且在得到他们的书面确认前, 不能进行谈判, 付款, 解

决，承认或否定任何索赔。并允许保险公司以卖方的名义采取行动，就任何所保险的事物从任何第三方进行赔偿补救或赔偿物保护。

28. **ACCEPTANCE TESTS 验收检测**

28.1 If Services includes acceptance tests such Services shall be deemed not to be complete and (notwithstanding the provisions of Clause 11) the Warranty Period shall not commence and Buyer's right of rejection under Clause 7 shall be available and (notwithstanding the provisions of Clause 6.3) the risk in the Goods shall not pass to Buyer until such acceptance tests have been completed to the reasonable satisfaction of Buyer in accordance with this Clause 28.

如果服务中包括验收检测，依据条款 28，在未达到买方合理满意前，该服务不视为已完成（尽管条款 11）；保质期不开始计算；依据条款 7 买方仍有拒收权（尽管条款 6.3）；货物的风险不转移到买方。

28.2 Acceptance tests, which shall be in accordance with the provisions of the Contract, shall be carried out at a time to be agreed in writing with Buyer at least 14 days prior to the anticipated date thereof. Subject to the provisions of Clause 28.4, if Buyer fails to attend at the time agreed Seller shall be entitled to proceed with the acceptance tests in Buyer's absence and the requirement in Clause 28.1 for the acceptance tests to have been completed to the reasonable satisfaction of Buyer shall not apply.

按照合同条款进行的验收检测，应在预期验收日前 14 天以书面方式得到买方同意之日进行。依据条款 28.4，如果买方未能在同意的时间内参加检测，卖方有权在买方缺席的情况下进行验收测试，28.1 条款“关于验收检测达到买方合理满意”不适用。

28.3 When the erection of Goods is complete and all tests to be made by Seller have been passed to the reasonable satisfaction of Buyer, Buyer shall forthwith accept the Goods and shall certify accordingly.

当货物安装完成，所有的检测已经通过并得到买方的合理满意，买方应随即接受货物并出证明。

28.4 If Seller (not being in default of its obligations) is willing and able to proceed with the said acceptance tests and Buyer directs that the said tests should not proceed at the time originally contemplated by the Contract then the tests shall be postponed for such period as shall be agreed (such agreement not to be unreasonably withheld). Upon such agreement being reached:-

如果卖方（没有缺失其责任）愿意也能够进行验收检测，而买方指出上述检测不能按照合同原预期的日期进行，可延期至双方同意的时间（该协议不能被不合理的拖延），一旦协议达成：

(i) Seller shall be entitled to submit the invoice (if any) related to the completion of such tests as if such tests had been performed pursuant to clause 28.2 provided that Buyer shall not be required to pay for uncompleted Services or undelivered Goods.

卖方应根据 28.2 条款，有权向买方出具关于完成这些检测的发票(如有)，但不能要求买方支付为完成的服务或未交货物。

(ii) At the earliest possible time during the said period of postponement Buyer shall give notice in writing to Seller stating the earliest date on which the said tests can be carried out and requesting Seller to conduct the tests within 10 days of the date mentioned in such notice.

在上述所言延长期内，买方应在最早的可能时间书面通知卖方测试可进行的最早时间，并要求卖方在通知所提日期的 10 日内进行测试。

(iii) The Warranty Period shall (notwithstanding Clause 11) commence forthwith.

保质期应即开始（无所谓条款 11）

(iv) Seller may, at the reasonable cost of Buyer and before performing the postponed acceptance tests, examine Goods and make good any defects or deterioration therein that may have developed, or loss thereof that may have occurred, after the date when Services were first postponed.

在进行推迟的验收检测前，由买方承担合理费用，卖方可以对货物进行检验，对自服务第一次推延之日起可能产生的缺陷或损坏或出现的损失进行补救。

(v) All reasonable expenses incurred by Seller by reason of postponement of Services by Buyer (otherwise than in consequence of some default on the part of Seller) shall be paid by Buyer, provided that no claim shall be made under this clause unless Seller has, within a reasonable time, given notice in writing to Buyer of Seller's intention to make such a claim.

因为买方而延迟验收使卖方产生的所有合理费用（除了卖方自己过错而造成的）由买方承担。但如果卖方未能在合理的时间内以书面通知买方将进行索赔的意图，将得不到赔偿。

28.5 Buyer may accept any part of the Goods whether or not it has passed all its acceptance tests and shall certify accordingly in respect of that part.

买方可以接受货物的任一部分，无论是否通过了验收检测，并对那一部分提供证明。

28.6 In the event of the Goods or any part thereof failing to meet the acceptance tests specified in the Contract, Buyer will notify Seller accordingly. If Seller does not correct such failure within a reasonable period thereafter Buyer may:-

如果货物或任何部分未能通过合同规定的验收检测，买方将通知卖方。如果卖方不能够在合理的时段内纠正这些缺陷，买方有权：

(i) assist in the rectification at Seller's expense or,

## CS1 Coating Project

- 帮助改正缺陷，费用由卖方承担。或
- (ii) accept Goods conditional upon Seller accepting a reduction in the Contract Price or,  
如卖方同意给予合同总价一个折扣则接受货物。或
- (iii) reject Goods in accordance with Clause 7.  
按条款 7 拒收货物。

## 4.0 SCHEDULES

### 价格表

**4.1 PRICING PREAMBLES 价格说明**

4.1.1 Each item within the Schedules shall be read in conjunction with and allow for all the provisions of the Conditions of Contract, Specification and Scope of Work, Drawings, Appendices and these Preambles.

总价表中每个项目均需考虑合同条款、规格和作业范围、图纸、附录和这些文件前言中的规定。

4.1.2 The prices inserted in the schedules shall be the full inclusive value of the work described, including all costs and expenses which may be incurred in and for the construction of the work described together with all risks, liabilities and obligations set forth or implied in the contract documents.

总价表中的价格为所述工作的全部价格，包括该工作建设过程中的所有成本和费用，包括建工险，合同文件阐明或隐含的责任和义务。

4.1.3 If any item is left unpriced as ‘nil’ or ‘included’ the services and obligations contained therein will be deemed to be covered by the prices shown against other items of work any such items will attract no value when evaluation of work executed is determined.

即便某些项目未标价，表示为“无”或“包括”，该项目所包括的服务和义务将被视为包括在其它项目中，在确定作业量时，该项目无价格。

4.1.4 Each individual rate which the contractor inserts in the ‘Schedule of fixed lump sums’ shall include for all costs associated with the item described therein and shall be capable of standing in isolation regardless of the final quantity associated therewith. No claim will be entertained which relates to final quantities opposite particular rates except as provided for under clause 13 of the General Conditions (as amended by the Particular Conditions).

承包商在“总价表”中插入的单个价格，应该包括所述项目的所有关联费用，并且完全独立，不考虑最后数量。如果最后数量与该独立单价不符时，这类要求不予考虑，除非在通用条件第 13 条另有规定除外（修订为特定条件）。

4.1.5 Where indicated in the ‘Specification and Scope of Work’ the contractor shall include for the supply of items as described therein and for any associated design and fabrication required by the scope.

在“项目规格和范围”指出，承包商应该提供在此所述的项目，和任何相关的范围内的设计和制造。



4.1.6 Against each item indicated within the Schedule of Lump Sums, the contractor shall enter its fixed lump sum price for executing the respective scope of work. In accordance with all the provisions of the Conditions of Contract, Specification and Scope of Work, Drawings, Appendices and these Preambles. 对于“总价表”中的每个项目，承包商应该填写相关作业的固定总价。根据“合同条款”、“规格和作业范围”、“图纸”、“附录”和这些文件“序文”的规定。

4.1.7 Fixed prices inserted by the contractor against items in these Schedules shall be in total fully inclusive costs for the completion of the work as described within the contract documentation. The failure of any particular element of the work to be specified within its own right within the item description shall not relieve the contractor of its obligation to include within the fixed prices for the total price for the performance of the work. Consequently, the employer shall not entertain for reasons of whatsoever cause increase to the prices inserted in the schedule.

承包商在“总价表”中插入的某个项目的固定价格，应该是完成该项目的全部价格，项目完成的说明在合同文件中有规定。某个项目中有某些内容未完成，并不能解除承包商完成该项目的义务，这些义务包括在总价中。因此，雇主将不会接受任何原因的在“总价表”中的加价。

4.1.8 The contractor prices and rates in all items shall include for but not be limited to the following costs:

所有项目中的承包商价格和比率应该包括，但不局限于下列费用：

- Compliance in all respects with the requirements of the Specification and Scope of works and all sections of the contract documents  
在各个方面符合“项目规格和范围”要求，合同文件所有内容的要求。
- All head office costs and supervision for the execution of the works.  
实施项目的所有总办事处成本和管理费用。
- All site office and field supervision.  
所有工地办公室和场地管理费用。
- All labour costs including but not limited to statutory payments, national or local site wage agreements, social security payments, insurance's, any other statutory payment regulations in force, lodging travel, all overtime unless specifically requested by in writing to do so and any other expense which the Contractor considers will affect his cost.  
所有劳力成本，包括但不限于法定付款、国家或地方工资规定、社会保险的付款、保险费用、任何其它的法定付款、住宿和旅行费

用、所有加班费用，除非书面明确要求的费用和任何其它费用，即“承包商”认为会影响他的成本的费用。

- Supply and delivery including all transportation costs of material.  
供应和交付包括所有材料的运输成本。
- Provide testing and samples as required including test certificates and documentation where required.  
提供规定的试验和样品，包括所需的试验证书和试验记录。
- Completion and submission of all documentation and method studies report as detailed in the documents.  
完成和提交所有记录和记录中详述的研究方法。
- All allowances for waste.  
废料的所有余量。
- Liasing and complying with the requirements of the contract.  
符合合同要求。
- Compliance in all other respects with all clauses in the specification and terms and conditions of contract not specifically referred to above or within the various items in the schedule of lump sums.  
符合合同其他的所有条款和规格，这些条款和规格未在“一次性总价表”中明确。
- Overheads and an element for profit.  
管理费和利润因素。

## 4.2 SCHEDULE OF PRICES 合同价格表

### 4.2.1 Schedule of fixed lump sums 固定总价表

. The fixed lump sum prices in this schedule are to **including** VAT .

Please quote CIF CS1 Coating Project site

### 4.2.2 分项报价表

**CONFIDENTIALITY AGREEMENT**

**保密协议**

This **Confidentiality Undertaking** dated ..... is given to

**Pilkington Plc**, a company incorporated under the laws of England with a registered office at Prescott Road, St Helens, Merseyside, WA10 3TT for the benefit of itself and its subsidiary companies

By

("the Company").

本保密承诺由 于 年 月 日签署，以皮尔金顿公司及其子公司为受益人。皮尔金顿公司是一家依英国法律成立的公司，其注册地址为 Prescott Road, St Helens, Merseyside, WA10 3TT。

1. For the purpose of this **Undertaking**:-  
本保密承诺中的相关名词解释如下

1.1 **Permitted Purpose** shall mean the supply to Pilkington or to the order of Pilkington of materials, machinery, equipment, computer hardware and software, technology for or relating to the manufacture of glass or glass products and the installation, commissioning, repair and maintenance thereof and the provision of any services relating thereto, and including the provision of any quotation therefore.

许可目的 指向皮尔金顿供应或向皮尔金顿指定的公司供应材料、机器、设备、计算机软硬件、与玻璃生产和玻璃产品生产相关的技术、安装，调试，维修和维护，及其提供的任何服务，包括提供的报价。

1.2 **Pilkington** shall mean Pilkington Plc and any of its subsidiary companies.  
皮尔金顿 指皮尔金顿公司及其子公司。

1.3 **Pilkington Information** shall mean and include:-  
皮尔金顿信息 指以下并包括：

(i) any information whatsoever which may be imparted to the Company or any of its employees by Pilkington or any of the employees or representatives of Pilkington concerning any of the matters described in Section 1.4 below; or  
根据 1.4 条款所描述的事件，皮尔金顿公司，或其雇员，或其代表向本公司或其雇员给予的任何信息。

- (ii) any information which the Company or its employees may acquire whilst in any premises of Pilkington or contractors concerning any of the matters described in Section 1.4 below;  
根据 1.4 条款所描述的事件，本公司或其雇员在皮尔金顿厂房或其承包人厂房处得到的任何信息。
- (iii) any information (whether or not described in Section 1.4 below) which the Company or its employees may acquire through access to Pilkington's computer network or computer equipment.  
(无论是否在 1.4 条款中描述与否) 本公司或其雇员从皮尔金顿计算机网络系统或计算机设备中得到的任何信息。

1.4 For the purpose of Section 1.3 (i) and (ii) the information shall mean and include any information concerning:-

条款 1.3 (i) 和 (ii) 中的信息是指以下并包括:

- (i) any methods, processes, techniques, systems or operations used; or  
任何方法、程序、技术、使用的系统或操作，或
- (ii) any machinery, apparatus or equipment used; or  
使用的任何机器、仪器和设备，或
- (iii) any technology, data, design or information used; or  
使用的任何技术、数据、设计或信息
- (iv) any materials, substances, compositions or products used  
使用的任何材料、物质、合成物或产品
- (v) any production data, benchmarking data or quality control data whether, in each case, of a quantitative or qualitative nature  
任何产品数据、基准数据或质量控制数据，不论是定性的还是定量的数据。

in connection with any production, manufacturing or engineering operations or any research, development, design or testing activities carried on by Pilkington.

以上的信息是涉及任何生产，制造或工程操作或任何有皮尔金顿开展的研究，发展，设计或测试。

2. In consideration of Pilkington granting to the Company and its employees permission to have access to the premises of Pilkington or its contractors engaged on work for Pilkington and/or in consideration of Pilkington or said contractors disclosing information and/or providing samples of material to the Company and/or its employees **the Company Hereby Undertakes** on behalf of itself and its employees that it shall treat all Pilkington Information as secret and confidential and that it shall not at any time, without the prior written consent of Pilkington, make use of any Pilkington Information otherwise than for the Permitted Purpose and that it shall not divulge or publish any Pilkington Information.

考虑到皮尔金顿公司允许本公司及其雇员进入皮尔金顿厂房或其承包人厂房，为皮尔金顿公司工作，和/或考虑到皮尔金顿或上述承包人向本公司或雇员透露信息，和/或提供材料样品，本公司在此代表本身及其雇员承诺对皮尔金顿信息进行保密，在没有皮尔金顿公司的事先书面同意前，除了许可目的，任何时候，不使用任何皮尔金顿的信息，不会泄漏和公布皮尔金顿的信息

3. The restrictions as to use and disclosure hereinbefore set out shall not apply to the extent that the Company is able to show by written or other tangible evidence that:-  
如本公司能够提供书面或其它切实的证据如以下，则使用和披露上述信息的规定不再适用
- (i) such Pilkington Information has become published otherwise than in breach of any obligation of confidentiality; or  
已公开的不违反保密承诺的皮尔金顿信息，或
  - (ii) such Pilkington Information has lawfully known to the Company, free of any obligation of confidentiality, prior to the date of disclosure by or on behalf of Pilkington; or  
不违反保密承诺的，由皮尔金顿披露之日前，已合法为本公司所知的皮尔金顿信息，或
  - (iii) such Pilkington Information has been lawfully acquired by Company, free of any obligation of confidentiality, from an independent source having a bona fide right to disclose the same.  
不违反保密承诺的，由本公司合法取得的，自一个独立免责的来源所披露的皮尔金顿信息。
4. Notwithstanding the undertaking hereinbefore given by it the Company shall be permitted to disclose Pilkington Information to those employees of the Company as may need to know the same in connection with the Permitted Purpose provided that:-  
尽管本承诺已允许本公司向那些与许可目的有关而需要知道的雇员披露皮尔金顿的信息，同时需符合以下条件
- (i) such employees shall have been made aware that such Pilkington Information is secret and confidential and bound to treat it as such in accordance with this Undertaking; and  
该雇员应知道这些皮尔金顿信息是保密不可外泄的，并应按本承诺规定进行处理；和
  - (b) such Pilkington Information is used by the Company and its employees only for the Permitted Purpose and not for any other purpose whatsoever.  
这些皮尔金顿信息，由本公司和其雇员仅用于“许可目的”，不为任何其它所用。
5. The Company understands and acknowledges that the extent of the Pilkington Information to be disclosed shall be in the sole discretion of Pilkington and that the permission granted to the Company to have access to the premises of Pilkington or any of its subsidiary companies may be withdrawn at any time without explanation or warning and that the Company and its employees shall nevertheless remain bound by this Undertaking.  
本公司理解并了解透露皮尔金顿信息的程度是皮尔金顿自己的自由。皮尔金顿或其子公司给予本公司的进入皮尔金顿工厂或皮尔金顿子公司的许可，皮尔金顿可以在任何时间，无需解释和提示地撤回许可。而本公司和其雇员仍应受本承诺约束。
6. The Company shall not, without the prior written consent of Pilkington, copy or reproduce any document or software which may be supplied pursuant to or in connection with this Agreement and the Company will promptly return any such document or software and any copies made thereof if so requested by Pilkington.

本公司在未经皮尔金顿书面允许下，不能复印或重新制作可能与协议有关或相联系的任何文件或软件，并且如果皮尔金顿要求归还这些文件或软件的复印件，本公司应该立即归还。

7. Any sample of material which may be supplied hereunder by Pilkington to the Company for the purposes of evaluation or testing will be used only for that purpose and, to the extent that such material or sample has not been destroyed during such evaluation or testing, will be returned to Pilkington if so requested.

任何由皮尔金顿可能提供给本公司用于测试或测评的材料样品仅能用于此目的，如果这样的材料或样品在测试或测评中未被毁坏，如有要求，应退还给皮尔金顿。

8. The Pilkington Information, including any documents, drawings, sketches, designs, computer software, materials or samples supplied hereunder by Pilkington, will remain the property of Pilkington and no rights are granted to the Company in the same, whether patented or not.

皮尔金顿的信息，包括由皮尔金顿提供的任何文件、图纸、草图、设计、计算机软件，材料或样品，仍为皮尔金顿的财产，无论是否拥有专利权，均不给予本公司所有权

9. For the avoidance of doubt, it is agreed that the provisions of this Agreement shall apply to any of the Pilkington Information which has been disclosed by Pilkington to the Company prior to the date of this Agreement but in anticipation hereof.

为避免疑惑，在签订此协议之日起前已由皮尔金顿披露给本公司的任何信息也应在此协议规定之内

10. In order to facilitate the placing of orders, if any, by Pilkington with the Company for the Company to supply materials or equipment to or to the order to of Pilkington the Company hereby undertakes and agrees that:-

为便于皮尔金顿公司与本公司下订单（如有订单），要求本公司为皮尔金顿或皮尔金顿所指定的公司提供材料或设备，本公司在此承诺并同意：

- (i) the Company will not, without Pilkington's prior written consent, supply to any third party any materials or equipment the production of which utilises any of the Pilkington Information or the supply of which would disclose any of the Pilkington Information; or

本公司在未得到皮尔金顿书面同意下，不能对任何第三方提供任何应用（采用）任何皮尔金顿信息的材料或设备，生产或可能披露皮尔金顿信息的任何信息；或

- (ii) any and all know-how, copyright, design, patent and patent application and other intellectual property rights arising from or in connection with any research or development or other work done by the Company relating to the Permitted Purpose shall be and become the property of Pilkington and Pilkington shall have exclusive, worldwide, irrevocable and free rights and licences in relation thereto, including but not limited to the right to grant licences, sub-licences and sub-licensing rights, and the Company shall treat all such know-how, copyright and designs together with the subject matter of all such patents, patent applications and other intellectual property rights as secret and confidential in accordance with the terms of this Agreement.

由本公司所做的用于提供给皮尔金顿或皮尔金顿所指定的材料或设备的研究或开发工作所相关或由此产生的可利用的技术窍门、版权、设

计、专利和专利申请和其它知识产权，应该和将成为皮尔金顿的财产；同时皮尔金顿拥有排他的，世界范围的，不可撤消的，无条件权利和许可权，包括但不限于许可授予权，二次许可和二次许可权；本公司应视这样的技术窍门、版权和设计，予同该事物的所有这样的专利，专利申请和其它知识产权，按本协议条款规定是保密而不可外漏的

11. This Undertaking shall be construed in accordance with, and governed in all respects by, the laws of England.  
本承诺将依照英国法律解释，并受英国法律约束。

I hereby certify that I am authorised to sign this Undertaking for and on behalf of the Company.

特此保证我代表公司被授权签署

Signed.....

签名

.....

.....

(Please print full name and position in the Company of individual signing)

姓名及职位

for and on behalf of

.....

(Please print full name of the Company)

公司全称（公章）