****

## The Bidding Documents for ICB of

**Mechanic & Electronic Products**

**(Volume Two)**

**Tender number：CSCMC-25301-20E**

**Project name：Torque Telemetry System**

**Tenderee:Hudong-Zhonghua Shipbuilding (Group) Co., Ltd**

**Tendering Agent: CSSC Haixin Construction Engineering (Beijing) Co., Ltd**

**July 2025Table of Contents**

**Volume I**

**Section 1 Instructions to bidders............ see the international competitive bidding document for procurement of mechanical and electrical products (Volume I) for details**

**Section 2 General conditions of contract............... See the international competitive bidding document for mechanical and electrical products procurement (Volume I) for details**

**Section 3 Contract format............ See the international competitive bidding document for mechanical and electrical products procurement (Volume I) for details**

**Section 4 Format of tender document......... See the international competitive bidding document for procurement of mechanical and electrical products (Volume I) for details**

**Volume II**

**Section 5 Invitation for Bids**

**Section 6 Bid Data Sheet**

**Section 7 Special Conditions of Contract**

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

**Bidding Reminder**

**To Bidders:**

I. Electrical & mechanical international bidding standard bidding document (trial) (volume one) is compiled by the ministry of commerce. Bidders can download it from http://www.chinabidding.com. The contents of the bidding document include invitation for bids (Section 5), bid data sheet (Section 6), special conditions of contract (Section 7), schedule of requirements and technical specifications (Section 8).

II. Please carefully read the bidding document, and contact the Tenderee or the Tendering Agent 16 days prior to the bidding deadline, if there is any question. If a written reply is required, the Bidder must submit a written document in which all questions must be raised at one time. In case of none question raised by the Bidder within specified time limit, the Tenderee and the Tendering Agent will not make any reply.

III. In case of any of the following conditions appearing, the Bidder’s behavior belongs to or shall be deemed as bid-rigging, and his/her bidding will be rejected.

(i) The Bidders negotiate with each other in terms of bidding quotations and other substantial contents about the bidding documents.

(ii) The Bidders secretly designate the bid winner among themselves.

(iii) An agreement is reached among the Bidders that part of Bidders give up or win the bid.

(iv) The Bidders who are the members of the same group, association, chamber of commerce or other organization cooperate with each other in the bidding according to the requirements of their organization.

(v) Other combined actions taken by the Bidders for winning the bid or repelling other Bidders.

(vi) The bidding documents of different Bidders are prepared by the same unit or person.

(vii) Different Bidders entrust the same unit or person to handle the bidding affairs;

(viii) The project management member listed in the bidding documents of different Bidders is the same person.

(ix) The bidding documents of different Bidders are abnormally consistent, or there is difference regularity in their bidding quotations.

(x) The bid documents of different Bidders are mixed in pouches.

(xi) The bid securities of different Bidders is transferred out of the same unit or person.

IV. In case of any of the following conditions belonging to practicing funds in other forms, such Bidder or Bidders will be vetoed.

(i) Use fake or altered licenses or certificates.

(ii) Provide false financial situation or performance.

(iii) Provide false resumes and labor relationship certificates of project leaders or major technical personnel.

(iv) Provide false credit status.

(v) Other deceptive behaviors.

**Section 5 Invitation for Bids**

The Torque telemetry system project has fulfilled the bidding conditions. The fund is self-raised, with a contribution proportion of 100%. Entrusted by Hudong-Zhonghua Shipbuilding (Group) Co., Ltd. (the Tenderee), CSSC Haixin Construction Engineering (Beijing) Co., Ltd.(the tendering agency) conducted international open tendering and procurement for the project.

**1. Tender scope:**

1.1 Name of goods: Torque telemetry system.

1.2 Tender reference: CSCMC-25301-20E

1.3 Bidding content: The Bidder shall be responsible for the integrity engineering from equipment manufacturing, transportation, installation, commissioning, acceptance, training, delivery for use to after-sales service.

Technical specifications / Main functions:

Meet the needs of inspection work, and ensure the orderly progress of ship building.

1.4 Quantity: 4 sets.

1.5 Delivery time: 90 days after contract signing.

1.6 Project site: Hudong-Zhonghua Shipbuilding (Group) Co., Ltd. (CSSC Phase II shipbuilding base, Jiangnan Road, Changxing Town, Chongming District, Shanghai).

**2. Qualification requirements for bidders**

2.1 The Bidder shall be a legal person or other organization.

2.2 The Bidder shall have the after-sales service commitment letter for the special products under the project issued by the manufacturer of Torque telemetry system (for imported brand products, they may be issued by the manufacturer or the agent in China). Only one Bidder is accepted for the same brand. The manufacturer that participates in the bidding, shall not sublicense other agent.

2.3 The Bidder shall have the supply performance of Torque telemetry systems (including the contract copies, and also the technical specification if the project characteristics can not reflected in the contract, otherwise it will not be approved) in the past 3 years (from January 1, 2021 to the deadline for submission of bids).

2.4 The Bidder shall provide a non-criminal record letter of commitment (in the format as attached).

2.5 The Bidder must not include in the blacklist for dishonesty of Hudong-Zhonghua Shipbuilding (Group) Co., Ltd.

2.6 Consortium bid is not accepted for the tender.

2.7 The bidding by agent will be not accepted this time.

**3. Acquisition of bidding documents**

3.1 Anyone interested in participating in the bidding process is requested to contact the bidding agency between 23:50 on July 27 th, 2025 and 00:00 on August 2 nd, 2025 (Beijing time) to obtain the bidding documents.

3.2 The steps for obtaining the bidding documents are as follows:

(1) Go to "Must Connect" to register (website: https://www.ebnew.com/ ）Otherwise, it will not be guaranteed to obtain the electronic version of the bidding documents.

(2) Pay the bidding document fee to the bidding agency: ¥ 1000/$140, and send the required vouchers to rcfsshanghai@163.com The bidding document fee will not be refunded once obtained.

① Corporate to corporate remittance, please provide: remittance voucher, contact person and phone number, invoice information;

② Private to corporate remittance, please provide: remittance voucher, authorization letter, contact person and phone number, invoicing information;

Company Name: CSSC Haixin Construction Engineering (Beijing) Co., Ltd.;

Bank of Deposit: China Construction Bank Beijing Dongsi Shitiao Branch;

Account: 11001042600053000794;

Contact: Mr. Gong Phone: 021-62147058

(3) After the project leader approves the application, the bidding documents will be sent to the successful bidders; The bidding agency shall issue an electronic invoice for the bid fee to the bidder and send it to the bidder's email in the form of an email.

**4. Submission of tender documents**

4.1 The deadline for submission of bids (deadline for tender, the same below) is 10:00 on August 18th, 2025 (Beijing time), and the place for bids submission is Conference Room (No.1 west) , 1st Floor, No.899 Zhonghua Road, Huangpu District, Shanghai.

4.2 The tenderee will reject the bidding documents that are delivered beyond the time limit, not delivered to the designated place, or not sealed in accordance with the requirements of the bidding documents.

**5. Bid opening**

The bid opening time is the same as the deadline for submission of the bidding document, and the bid opening location is the same as the location for submission of the bidding document.

**6. Medium of announcement**

This bidding announcement is published on the China International Tendering Network (http://www.chinabidding. com/).

﻿**7.Contact information**

Tenderee name: Hudong-Zhonghua Shipbuilding (Group) Co., Ltd.

Address: No.2851 Pudong Avenue, Pudong New Area, Shanghai

Contact: Engineer Wang

Contact number: 021-20555841

Name of bidding agency: CSSC Haixin Construction Engineering (Beijing) Co., Ltd.

Address: 1st Floor, No.899 Zhonghua Road, Huangpu District, Shanghai

Sales contacts: Shen Xia, Gong Wenyi

Tel: 021-62147058

Email address: rcfsshanghai@163.com

**Section 6 Bid Data Sheet**

This form is a specific supplement and modification to the instructions to bidders. In case of any contradiction, this data sheet shall prevail.

| Item No. | Contents |
| --- | --- |
| **I、Instructions** |
| 1.1 | Tenderee: Hudong-Zhonghua Shipbuilding (Group) Co., Ltd. |
| 1.2 | Tenderee: Hudong-Zhonghua Shipbuilding (Group) Co., Ltd.Address：No.2851 Pudong Avenue, Pudong New Area, ShanghaiContacts：Engineer WangTel：021-20555841Tendering Agent：CSSC Haixin Construction Engineering (Beijing) Co., Ltd.Address：Floor 1, No. 899, Zhonghua Road, Huangpu District, ShanghaiContacts：Shen XiaTel：021-62147058E-mail：rcfsshanghai@163.com |
| 1.3 | Cargo name：Torque telemetry systemQuantity：See Section V: Bidding Announcement for DetailsCapital source：self-raised funds |
| **II、Bid documents** |
| 6.1 | Clarification and modification: potential bidders who require clarification of the bidding documents (including the contents modified in the bidding documents) shall notify the tenderee or the bidding agency in writing 16 calendar days before the deadline for bidding. The tenderee or the bidding agency will reply to the received clarification request in writing 15 calendar days before the deadline for bidding, and send the written reply to each potential bidder who receives the bidding documents (the reply does not include the source of the question). |
| **III、Preparation of bidding documents** |
| 8 | Bidding language: Chinese or Chinese and English. In case of any contradiction, the **Chinese version shall prevail.** |
| ★10.3 | 1) Alternatives are not acceptable for this project.2) Alternative offers are not acceptable.3) Quotations with attachment conditions are not acceptable.In case of any of the above circumstances, the bid shall be considered as non substantially responsive and rejected.4) The forms of optional quotation or conditional quotation include (but are not limited to):"If we (the bidder) win the bid, we will reduce the price by... Amount on the basis of the bid price";"If we (the bidder) win the bid for two packages, we will reduce the price by... Amount based on the bid price of the two packages";"If we (the bidder) win the bid, if the tenderee chooses a scheme in our bid, the price of the scheme will be reduced by... Amount". |
| 11.2 | Scope or proportion of missing items allowed in the tender offer: the scope of supply (including technical services) (see Section VIII list of goods requirements and technical specifications for details) is not allowed in the tender offer, otherwise the bid will be rejected. |
| 11.5 | Maximum bid price：600,000 yuan (RMB, including tax). |
| 11.6.1 | Goods supplied from within the customs territory of the People's Republic of China:1) Goods manufactured within the customs territory:**Report the on-site delivery price of the project (including tax), including the following contents:**① The EXW (ex factory price), warehouse delivery price, exhibition room delivery price or shelf delivery price of the supplied goods shall include not only the value-added tax and other taxes to be paid to the government of the people's Republic of China, but also all customs duties, value-added tax and other taxes paid or payable when the components and raw materials used in the manufacture or assembly of the goods are imported from outside the customs territory;② Relevant expenses: the inland transportation fee, insurance premium and relevant expenses accompanying the delivery of goods from the goods to the project site shall be quoted and listed in the itemized quotation. The relevant expenses of the project shall be included in the total bid price;③ The costs of installation, commissioning, acceptance, training and related technical services, after-sales services, etc. in Section VIII and the obligations to be performed by the bidder specified in the bidding documents shall be quoted separately and included in the total bid price;④Including the itemized quotation of vulnerable parts and special tools for maintenance within the warranty period specified in the technical specification, it shall be included in the total bid price;⑤ Provide the list of vulnerable parts and special tools for maintenance required by relevant equipment, and list the detailed quotation list item by item separately. In addition, the tenderer shall provide the quotation list of vulnerable parts and spare parts required within two years after the warranty period of each equipment, but shall not be included in the total bid price;⑥ For the items requiring separate quotation and included in the total bid price in Section VIII, the bidder can expand or modify the "format Ⅳ - 3-1 bid itemized quotation list" according to the quotation needs. |
| 11.6.1 | Goods supplied from within the customs territory of the People's Republic of China:2) Goods imported before the deadline for bidding**Report the on-site delivery price of the project (including tax), including the following contents:**① The quoted warehouse delivery price, exhibition room delivery price or shelf delivery price shall include not only the value-added tax and other taxes to be paid to the government of the people's Republic of China, but also all customs duties, value-added tax and other taxes paid or payable when the goods are imported from outside the customs territory;② Relevant expenses: the inland transportation fee, insurance premium and relevant expenses accompanying the delivery of goods from the goods to the project site shall be quoted and listed in the itemized quotation. The relevant expenses of the project shall be included in the total bid price;③ The costs of installation, commissioning, acceptance, training and related technical services, after-sales services, etc. in Section VIII and the obligations to be performed by the bidder specified in the bidding documents shall be quoted separately and included in the total bid price;④Including the itemized quotation of vulnerable parts and special tools for maintenance within the warranty period specified in the technical specification, it shall be included in the total bid price;⑤ Provide the list of vulnerable parts and special tools for maintenance required by relevant equipment, and list the detailed quotation list item by item separately. In addition, the tenderer shall provide the quotation list of vulnerable parts and spare parts required within two years after the warranty period of each equipment, but shall not be included in the total bid price;⑥ If the items required to be quoted separately and included in the total bid price in Section VIII are not included in the name column of "format iv-3-1 bid itemized quotation list" in Volume I of the bidding document, they can be filled in the "other" column respectively; The bidder can expand or modify the "format Ⅳ - 3-1 bid itemized quotation list" according to the needs of quotation. |
| 11.6.2 | Products supplied from outside the customs territory of the People's Republic of China:1) Quote DDP project site price;2) Relevant expenses: Quotation shall be made for the transportation fees and insurance fees within the customs territory of the goods from the import port to the project site and the relevant expenses accompanying the delivery of the goods, which shall be listed in the itemized quotation. The relevant expenses of the project shall be included in the total bid price;3) The costs of installation, commissioning, acceptance, training and related technical services, after-sales services, etc. in Section VIII and the obligations to be performed by the bidder specified in the bidding documents shall be quoted separately and included in the total bid price;4) Including the itemized quotation of vulnerable parts and special tools for maintenance within the warranty period specified in the technical specification, it shall be included in the total bid price;5) Provide the list of vulnerable parts and special tools for maintenance required by relevant equipment, and list the detailed quotation list item by item separately. In addition, the tenderer shall provide the quotation list of vulnerable parts and spare parts required within two years after the warranty period of each equipment, but shall not be included in the total bid price;6) The items required to be quoted separately and included in the total bid price in Section VIII can be filled in the "format iv-3-1 / 2 bid itemized quotation" and "other" columns in Volume I of the bidding document; The bidder can expand "Format IV-3-1 / 2 Bid Itemized Quotation List" according to the needs of quotation. |
| ★12.1 | Tender currency (goods supplied from within the customs territory of the People's Republic of China, including imported goods with origin outside the customs territory): RMB. |
| ★12.2 | Tender currency (goods supplied from outside the customs territory of the People's Republic of China): RMB. |
| ★13.1 | **Joint Bids：*NOT* Available**. |
| ★13.2 | **Bidders from within the customs territory of the people's Republic of China shall provide enterprise business license or institution legal person certificate;****From countries or regions with normal trade relations with the people's Republic of China, provide valid business registration and other supporting documents for business license.** |
| ★**13.3 1）** | **This tender does not accept bids from agents.** |
| ★**13.3 3）** | **Performance requirements:** The Bidder shall have the supply performance of Torque telemetry systems (including the contract copies, and also the technical specification if the project characteristics can not reflected in the contract, otherwise it will not be approved) in the past 3 years (from January 1, 2021 to the deadline for submission of bids).Note: The performance of the agent shall refer to the manufacturing or supply performance of the brand to bid for this project. For the agent's performance, please provide relevant supporting materials. |
| **13.3 4）** | **Not available**  |
| ★**13.3 5）** | **(1) Applicable qualification certificates in form iv-9;****(2) Provide a commitment letter without illegal records. See Annex 3 - commitment letter of no violation record for the format.****(3) The bidder shall provide basic account supporting documents such as account opening license or basic deposit account information.** |
| 14.3 | The documents proving the conformity of goods and services with the requirements of the bidding documents can be written materials, drawings and data, which include:1) Detailed description of main technical indexes and performance of goods;2) List the vulnerable parts and special tools for maintenance necessary for the normal and continuous use of the goods from the tenderee's acceptance to the warranty period, including the source and current price of vulnerable parts and special tools for maintenance, and include them in the total bid price;**3) According to the technical specifications of the bidding documents, explain that the goods and services provided have made substantial response to the technical specifications of the bidding documents one by one, and state the deviations and exceptions from the provisions of the technical specifications. Especially for the indexes with specific parameter requirements, the tenderer must provide the specific parameter value of the equipment;****4) The tenderer shall provide technical support data in the tender document for important technical terms or technical parameters marked with an asterisk ("**★**") in Section VIII "II. Technical specifications". The technical support data shall be subject to the printed data publicly released by the manufacturer of the bidding goods or the test report or (WEB screenshot, user certificate, technical scheme provided by the manufacturer, technical scheme confirmed by the manufacturer, technical description...). The tenderer must fill in the position of technical support data corresponding to the above asterisk in the technical specification response / deviation form.****For the above 3) and 4), fill in the revised section IV bidding document format iv-5 as required Technical Specification response / deviation form. For details, see Annex 2: revised section IV bidding document format IV-5 Technical specification response / deviation form.** |
| ★15.1 | 1) Amount of bid security: 10,000 yuan or equivalent foreign currency.2) Form of bid security: telegraphic transferDomestic bidders shall remit the bid security from their basic account by telegraphic transfer (RMB) to the following account number:Name of tender agent:中船海鑫建设工程（北京）有限公司Contact person: Gong Wenyi; Tel.: 021-62147058Deposit bank (RMB): Bank Of Communications, Beijing Municipal Branch, Fuchenglu Sub-branchAddress of the deposit bank: No.14, Fucheng Road, Haidian District, BeijingAccount (RMB): 200 000 848 572 001 338 436 82Foreign bidders may remit the bid security (in foreign currency) to the following account:Company Name: 中船海鑫工程管理（北京）有限公司Bank account number: 110061943013007881851Bank Name: Bank of Communications Beijing Changying BranchBank Interbank Number: 301100001235English name: CssCHaixinEngineeringManagement(Beijing)Co., LtdBank account number: 110061943013007881851Bank Name: Bank of Communications Beijing BranchAccount opening bank address (ultimate beneficiary): No. 33 Financial Street, Xicheng District, BeijingSWIFT CODE: COMMCNSHBJG3) The validity period of the bid security shall be consistent with the validity period of the bid.4) If the bid security is in foreign currency, it shall be converted according to the spot exchange selling rate of foreign currency to RMB first issued by the head office of Bank of China on the date of issuance. |

|  |  |
| --- | --- |
| ★**16.1** | **Bid validity: one hundred and twenty (120) days from the date of bid opening.** |
| 17.1 | Number of originals: 1;Number of copies: 4;At the same time, submit one electronic copy of the bid document on a USB flash drive or CD as the medium (the electronic file carrier will not be returned after submission). The electronic content of the bid document includes all electronic files generated during the preparation of the bid document (including the bid letter and service plan), and the content should be consistent with the paper bid document. The format requirement is to use Microsoft Office documents (in addition to Word and Excel documents, PDF format documents should also be provided). If the electronic version of the bidding documents does not match the original paper version of the bidding documents, the original paper version of the bidding documents shall prevail.The tender documents must be bound and marked with page numbers, and the copy can be a copy of the original. |
| ★**17.2** | **The pages required to be signed by the person in charge of the tenderer's unit or its authorized representative in the form of tender document must be signed by the person in charge of the tenderer's unit or its authorized representative, and other pages are not required.** |
| IV、delivery of bidding documents |
| 18.1 | The bid documents shall include the bid opening schedule. In order to facilitate bid announcement at bid opening, the bidder shall also seal and submit the bid opening schedule and bid security certificate separately, and mark the words "bid opening schedule" on the envelope. The tenderer shall submit the original and all copies of the tender document in a sealed manner, and the sealed place shall be signed or sealed by the person in charge of the tenderer's unit or its authorized representative. The tenderee will reject the bidding documents that are not sealed according to the requirements of the bidding documents. |
| 19.1 | Deadline and time of bidding: see item 4.1 of Section V bidding announcement for details.Submission address: see item 4.1 of Section V bidding announcement for details. |
| V、Bid opening and evaluation |
| 22.1 | Date and time of bid opening: the same as the deadline and time of bidding.Place of bid opening: the same as the place of submission of bid documents. |
| 22.2 | If the bidder has a price change statement, the price change statement shall be separately sealed and submitted together with the bid opening schedule, otherwise it will not be considered in bid evaluation. |
| 23.1 | The bid evaluation method of this bidding: comprehensive evaluation method. |
| 24.5.1 | In the process of business evaluation, the bid will be rejected under any of the following circumstances:1) The bidder or its manufacturer has an interest in the tenderee, which may affect the fairness of bidding;2) The tenderer participates in the preliminary consultation of the project or the preparation of bidding documents;3) The principals of different bidders are the same person or have a controlling or management relationship;4) The bidding document is not signed in accordance with the requirements of the bidding document;5) The bidding consortium fails to submit the joint bidding agreement (if applicable);6) The bidder's bid and qualification certification materials are not provided, or do not meet the national regulations or the requirements of the bidding documents;7) The same bidder submits two or more different bid schemes or bid quotations, except for alternative schemes required by the bidding documents;8) The bidder fails to submit the bid security according to the requirements of the bidding documents, or the amount of the security is insufficient, the validity period of the guarantee is insufficient, the form of the bid security or the bank issuing the bid security does not meet the requirements of the bidding documents;9) The bidding document does not meet the requirements of important commercial terms marked with an asterisk ("★") in the bidding document;10) The bid price is higher than the maximum bid price set in the bidding documents;11) The bid validity period is insufficient;12) The bidder has colluded in bidding, practiced fraud, offered bribes and other illegal acts;13) There are other commercial terms for rejecting bids specified in the bidding documents;14) There are cases of rejection of bids stipulated by laws and regulations. |
| 24.5.2 | In the process of technical evaluation, the bid will be rejected under any of the following circumstances.2) All other technical requirements except those with "★" in the list of goods requirements and technical specifications in Section VIII of the bidding document are general technical requirements (the technical requirements under each Arabic numeral number are independent technical parameter requirements), and the deviation of the general technical requirements exceeds 5 items. |
| 25 | **Bid evaluation currency: USD.**For all non-US dollar bids, the bid evaluation committee shall convert the bid currency into the bid evaluation currency at the spot exchange selling price of foreign currency to RMB first issued by the head office of Bank of China on the date of bid opening to calculate the bid evaluation price. |
| ★27.1 | Bid evaluation method: comprehensive evaluation method (see Annex 1 for details).Other additional bid evaluation factors and criteria:1) Those marked with "★" in the bidding document are key terms or key technical parameters. Any deviation from these key terms or key technical parameters will lead to the rejection of the bid.2) If the missing items are within the scope or proportion allowed by the bidding documents, the bidder shall confirm whether the missing items are included in the bid price during bid evaluation. If they are confirmed to be included, the highest price of the item in other valid bids shall be included in the total bid evaluation price; If it is confirmed that it is not included, its bid will be rejected; The bid price shall prevail when signing the contract.3) The total bid price shall not include products or services other than those required by the bidding documents, otherwise, it shall not be deducted during bid evaluation.**4) All commercial and technical responses and deviations shall be truthfully filled in the commercial and technical response / deviation form respectively.**  |
| 27.3 | The total bid evaluation price is calculated as follows:1) Products outside the customs territory: CIF price + import link tax + consumption tax (if applicable) + transportation and insurance premium within the customs territory + price increase of missing items + other expenses (if CIP, DDP and other quotation methods are adopted, the total bid evaluation price shall be calculated with reference to this method);2) Products within the customs territory: ex factory price (including value-added tax) + consumption tax (if applicable) + transportation and insurance premium + price increase of missing items + other expenses;3) Imported products: sales price (including import tax and sales value-added tax) + transportation and insurance premium + price increase of missing items + other expenses.When calculating the total bid evaluation price of products supplied outside the customs territory, the import link tax shall be calculated according to the following formula:Import link tax = import tariff + consumption tax + value-added tax, calculated as follows:Import tariff = CIF price × Import tariff rate;Consumption tax = (CIF price + import tariff) / (1 - consumption tax rate) × Consumption tax rate;VAT = (CIF price + import tariff + consumption tax) × VAT rate. |
| 27.8 | Whether the bid evaluation committee is authorized to determine the bid winner□Yes■No, the number of recommended candidates for winning the bid: 1-3. |
| 28 | The publicity media of bid evaluation results: China Bidding public service platform and China international bidding network. |
| **VI、Award of contract** |
| 31.3 | Other methods for determining the bid winner: None |
| 32.2 | If the bid evaluation committee rejects all bids, the tenderee shall invite bids again; After the bid evaluation committee rejects part of the bids, the other valid bids are less than 3, resulting in an obvious lack of competition. If it decides to reject all the bids, the tenderee shall also invite bids again。 |
| 35.1 | Performance bond: None |
| 36.1 | 1) The bid winner shall, within 10 days after receiving the notification of award, pay the bidding service fee to the bidding agency by referring to the charging standard for goods specified in the original Interim Measures for the administration of bidding agency service charges (the original state planning commission JJG [2002] No. 1980 document), and taking the winning bid price as the charging base. The successful bidder shall not delay or refuse the delivery for any reason.If the winning bid service fee is less than 8000 yuan, it will be charged at 8000 yuan.2) The bidding service fee shall be paid by telegraphic transfer in RMB (if the bid winning amount is in foreign currency, the charging base shall be converted into RMB according to the spot exchange selling rate of foreign currency to RMB first issued by the head office of Bank of China on the date of bid opening).3) Currency equivalent conversion: conversion between different currencies shall be carried out at the spot exchange selling rate of foreign currency to RMB first issued by the head office of the Bank of China on the date of bid opening. |
| Other precautions applicable to the project:(1) If the bidder has any objection to the bid opening, it shall raise it at the bid opening site, and the bidding agency will reply on the spot and make records.(2) If the Chinese version of the bidding document is inconsistent with the English version, **the Chinese version shall prevail.**(3) If the bidder has any objections to the bidding documents, they should raise them 10 days before the bidding deadline. Supervision complainant: Zheng Xia; Tel: 010-85393029, email rcfsshanghai@163.com . |

Annex 1

**Rules of Bid Evaluation by the Comprehensive Evaluation Method**

**1. Conformity Check**

Firstly, the Bid Evaluation Committee checks the conformity of all tender documents, mainly evaluating whether each bidder has submitted all key documents as required by the bidding documents, including: tender documents, bid bond, Power of Attorney, qualification certificates, technical documents, and Schedule of Items and Prices, etc. A bid that fails to pass the conformity check will be deemed as “not substantially responsive” and be rejected. Bidders that pass the conformity check will proceed to the stages of commercial and technical evaluations.

**2. Commercial Evaluation**

A commercial evaluation is made on the bidders that have passed the conformity check. Evaluation is made on the eligibility of each bidder, the validity and validity period of the bid, the validity of the bid bond, whether the qualification certificates are satisfactory, and other terms. Important commercial terms will be deemed as not substantively responsive and will cause the bid to be rejected if they do not conform to the requirements of the bidding documents (For important commercial terms with asterisks (“★”), see the list of key commercial terms for details).

**3. Technical Evaluation**

Technical evaluation mainly aims to check if the technical part of the tender documents has made a substantial response to the provisions of the bidding documents and if there is any substantial deviation between the tender documents and the technical part of the bidding documents so as to determine whether the tender documents are valid. Key technical indicators not satisfying the requirements of the bidding documents will be deemed as not substantially responsive and will cause the bid to be rejected. (For important technical conditions with asterisks (“★”), see the list of key technical terms for details).

**4. Bid Price Adjustment**

Bids that pass the evaluations above are subject to price adjustment and evaluation. Each bid price will be compared on the basis of a unified bid evaluation scope and calculation method. The principles for adjusting each bid price are as follows:

4.1 If the bidder fails to state the scope of supply (including technical services) required by the bidding documents (see Section 8 (“Schedule of Requirements and Technical Specifications)), the highest price of this item in other valid bids is included into the total bid evaluation price in bid evaluation;

4.2 The price evaluation follows the following steps in sequence: (1) arithmetic correction; (2) calculation of the price upon bid declaration (discount/price change); (3) price adjustment; (4) price scoring.

4.3 If the bid price involves goods or services that are not specified in the bidding documents, the bid price will not be deducted during the bid evaluation.

4.4 Arithmetic correction: In the case of inconsistency between the capitalized amount and the lowercase amount, the former shall prevail. In the case of inconsistency between the total bid price and the aggregated amount of prices quoted on an item-by-item basis, the latter shall prevail. If there is an obvious misplacement of the decimal point of any price quoted for an item, the total bid price shall prevail and the price quoted for such item will be modified. And if the bidder fails to correct its error, its bid will be rejected.

**5. Content of Evaluation by the Comprehensive Evaluation Method**

The content of evaluation covers the price, commercial and technical aspects of the tender documents. The price of each evaluation content is shown in the table below:

|  |  |  |
| --- | --- | --- |
| **S.N.** | **Bid evaluation factor** | **Score** |
| **A** | **Total score for price evaluation** | **30 points** |
| **B** | **Total score for commercial evaluation** | **5 points** |
| **C** | **Total score for technical evaluation** | **65 points** |
| **Total** | **100 points** |

 Please refer to the detailed scoring rules (attached) for the content of price, commercial and technical evaluations. The scores are rounded up to the second decimal place.

**6. Procedures and Principles of Bid Evaluation**

6.1 The Bid Evaluation Committee independently scores the tender documents that have passed the conformity check, commercial evaluation and technical evaluation according to the evaluation items specified in the bidding documents (see the detailed scoring rules attached for details), and separately calculates the scores of commercial and technical evaluation items of each bidder.

6.2 The scores of the commercial and technical evaluation items for the same bidder given by members of the Bid Evaluation Committee are adjusted and revised according to the principles specified in Article 6.6 of this Section.

6.3 The Bid Evaluation Committee should aggregate the scores after they are adjusted and corrected by each member according to Article 6.2 of this Section. The comprehensive score for each bidder is equal to the total scores [If the bidder quotes a bid price higher than the cost for the purpose of malicious bidding, the Bid Evaluation Committee will ask the bidder to make a written explanation and provide relevant proofs. If the bidder cannot give a reasonable explanation or provide related proofs, the Bid Evaluation Committee will determine (through the voting of the Bid Evaluation Committee and based on the opinions of more than half of the judges) that the bidder maliciously bids with a price lower than cost, its bid will be deemed as invalid and rejected.] for its price, commercial and technical evaluations.

6.4 The Bid Evaluation Committee should rank each bidder according to its comprehensive score. In the case of the same comprehensive score, the bid winner will be recommended according to the priority of the scores for bid evaluation price, commercial bid evaluation and technical bid evaluation. This means in the case of the same comprehensive score, the bidder with the highest price score will be preferentially recommended as the bid winner; in the case of the same price score, the bidder with the highest technical score will be preferentially recommended as the bid winner; and so on.

6.5 The Bid Evaluation Committee should recommend the bidder that ranks first in terms of the comprehensive score as the recommended bid winner. However, if either of the following circumstances occurs to the bidder that ranks first in terms of comprehensive score, the Bid Evaluation Committee should recommend the bidder that ranks second in terms of the comprehensive score as the bid winner. If all bidders fail to satisfy the conditions for a recommendation, this bid invitation will be deemed invalid.

1. The bid evaluation price of the bidder exceeds the arithmetic mean of the bid evaluation prices of all valid bidders by 40% or above;
2. The bidder’s technical score is lower than the arithmetic mean of the technical scores of all valid bidders by 30% or above;

6.6 Where there is any discrepancy between the scores of the same bidder’s commercial and technical evaluation given by members of the Bid Evaluation Committee, the following adjustment rules shall be followed:

If the deviation of the score for any evaluation item given by a member of the Bid Evaluation Committee exceeds the average score for this item given by all members of the Committee, the score for such item given by this member will be deleted and be replaced with the average score given by other members of the Bid Evaluation Committee not beyond the range of deviation (referred to as “corrected score”). If the deviation of the score for any evaluation item given by a member of the Bid Evaluation Committee exceeds the average score for this item given by all members of the Committee, the average score given by all members of the Bid Evaluation Committee will be used as the score for such item of the bidder.

For the content of evaluation by the comprehensive evaluation method, see the Detailed Scoring Rules Table (attached) for details.

**Table for price scores (50 points)**

| No. | Evaluation indicators | Score | Evaluation factors |
| --- | --- | --- | --- |
| 1 | Tender offer | 50 | The lowest bid evaluation price of all valid Bidders who have passed the conformity, business review, technical review and adjustment of bid evaluation price shall be the benchmark price;The Bidder shall get 50 points if its bid price equals to the benchmark price;The Bidder shall be deducted by 0.3 point every time its bid evaluation price is increased by1% from the benchmark price, if the increase rate is less than 1%, the price shall be calculated by interpolation method, and the minimum deduction is 40 points. For the number before the percentage sign of the deviation rate, the number will be rounded up to the second decimal place. If the decimal rate is smaller than 1%, the calculation will be made according to the straight-line interpolation method. |

**Table of commercial scores (5 points)**

| No. | Evaluation indicators | Score | Evaluation factors |
| --- | --- | --- | --- |
| 1 | Achievements | 3 | The Bidder's performance of the similar **Torque telemetry systems** in the past 3 years (from January 01, 2021 to the deadline for submission of bids) shall be provided. On the basis of providing 1 performance, each performance will be given 1 point, up to 3 points. (A copy of the contract should be provided. If the technical agreement cannot reflect the characteristics of the project in the contract, it will not be recognized, otherwise, it may not be approved.)Note: The performance of the agent shall refer to the manufacturing or supply performance of the brand to bid for this project. For the agent's performance, please provide relevant supporting materials. |
| 2 | Reputation | 2 | According to the user approval certificate and other materials provided, as well as the judge's recognition of the Bidder, 0 to 2 points will be awarded. |

**Table of technical scores (45 points)**

| No. | Evaluation indicators | Score | Evaluation factors |
| --- | --- | --- | --- |
| 1 | General scheme | 12 | According to the overall situation of the technical specifications, the bids are compared horizontally, then 0-12 points will be awarded. |
| 2 | Main technical parameters | 15 | According to the Bidder's response to the main technical parameters in the technical specifications of the bidding documents and the Parameters for each major component, the tender documents are compared horizontally and will be rated within 0-15 points. |
| 3 | Equipment configuration | 10 | According to the brand configuration of the equipment provided, the credibility and reliability of the components and purchased parts, the tender documents are compared horizontally and will be rated within 0-10 points. |
| 4 | Commissioning, training and after-sales | 8 | Based on the completeness and rationality of the commissioning program, the perfection of technical training program, after-sales service and warranty period, the tender documents are compared horizontally and will be rated within 0-8 points. |

1. The scoring criteria should take full account into all possible bid responses for each evaluation indicator and each possible bid response should correspond to a definite evaluation value rather than to several evaluation values or an evaluation value range.

2. If the bidding documents do not respond to the evaluation content for such term, the evaluation content will be scored as zero.

**Important commercial terms marked with asterisks (“★”) in the bidding documents**

|  |  |  |
| --- | --- | --- |
| S.N. | Section of the bidding documents | Terms |
| 1 | Section6 (“Bid Data Sheet”), Volume II | ★10.3 |
| 2 | ★12.1 |
| 3 | ★12.2 |
| 4 | ★13.1 |
| 5 | ★13.2 |
| 6 | ★13.3 1） |
| 7 | ★13.3 3） |
| 8 | ★13.3 5） |
| 9 | ★15.1 |
| 10 | ★16.1 |
| 11 | ★17.2 |
| 12 | ★27.1 |
| 13 | Section7 (“Special Conditions of Contract”), Volume II | ★34.1 |
| 14 | ★**VII** |

Note: Important terms marked with asterisks and not listed in this table are subject to the bidding documents.

**All important technical terms marked with asterisks (“★”) in the bidding documents**

|  |  |  |
| --- | --- | --- |
| No. | Chapter of bidding documents | Clause |
| 1 | Volume II Chapter VIII List of Goods Demand and Technical Specifications I. List of Goods Demand | ★ Delivery period90 days after contract signing |
| 2 | Volume II Chapter VIII List of Goods Demand and Technical Specifications | **2. Scope of supply and technical parameters & indicators of the equipment**★ Precision< 1% |
| 3 | ★ 2.2.1 Easy to use: It fits the shaft of any size and adapts to any torque range. There is no need to modify or dismantle the ship's shafting system or host, and it can be calibrated before installation. The receiver comes with the LCD and keyboard to provide user-friendly HMI. Can measure torque and shaft power. |
| 4 | 2.3.1 Transmitter★ Full-bridge strain gauge (4-arm full-bridge 350Ω standard, which can receive up to 1,000Ω) |
| 5 | 2.3.1 Transmitter★ 6 m or more |
| 6 | 2.3.5 Data acquisition unit★ AC power supply: AC220/50Hz;DC power supply: (9-36) VDC |
| 7 | 2.4.2 System operating environment★ Windows 10 and above 64-bit operating systems |
| 8 |  | **7. Warranty and training**★7.1 The warranty period of the complete instrument is 12 months, counting from the acceptance date of the equipment, and lifelong maintenance shall be implemented. The participant shall be responsible for losses caused due to poor design, manufacturing, installation and training within the warranty period. |

 Annex 2Revised Format IV-5 Technical Specifications Response/Deviation List of Section 4 Formats of Bids

**Technical Specifications Response/Deviation List**

Name of bidder: Bidding No.: Packet No.:

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| S.N. | Product name | Item No. of bidding documents | Bidding specification | Bid specification | Response/Deviation | Instructions | **Location of technical support data corresponding to asterisk item** |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |

Signature of the bidder representative:

**Notice:**

1. When bidding, fill in the technical specifications response/deviation list according to the requirements of the table above;

2. The bidder should, according to the technical specifications of the bidding documents, explain item by item that the supplied goods and services have made substantial response to the technical specifications of the bidding documents, and state the deviation or exception from the technical specifications. Especially for the indicators with specific parameter requirements, the bidder must specify the specific parameter values of the equipment it bids for.

3. The bidder shall give a description of the location of important technical terms or parameters marked with asterisks (“★”) in Section 8 (“Schedule of Requirements and Technical Specifications”) of the bidding documents in the “Technical support data location corresponding to the item marked with an asterisk”, and clearly mark them on the corresponding technical support information page.

Annex 3 Letter of Commitment for No Illegal Records

**Commitment Letter for No Illegal Record**

To: (Bid inviting party)

Our unit is now registered for the participation of the bidding for (project name) (bidding No.: ). We hereby, based on the principle of honesty and trustworthiness, commit as follows: In the past five years, we have no illegal records such as offering bribery.

We understand and know the legal consequences of this Letter of Commitment, and guarantee the content of this Letter is true and objective.

Committing unit: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tel：\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax:\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Annex 4: The Manufacturer’s Commitment to the Product After-sales service

**Manufacturer's Commitment for Product After-sales Service**

We (name of manufacturer) agree to work with (name of agent) to provide the after-sales service for (name of project) during the warranty period, and to provide the maintenance service support after the warranty period of the products.

Manufacturer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name, position and department of representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature or seal of manufacturer's representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Section 7 Special Conditions of Contract

The Special Terms of Contract in this section is a specific supplemental and modification to the General Terms of Contract in Section 2. In the case of any conflict between the two, the Special Terms of Contract shall prevail.

|  |  |
| --- | --- |
| Clause number | Content |
| 1.1 | The Buyer's name: Hudong-Zhonghua Shipbuilding (Group) Co., Ltd.The Buyer's address: No.2851 Pudong Avenue, Pudong New Area, ShanghaiThe Buyer's Tel:The Buyer's Fax:The Buyer's project site: Hudong-Zhonghua Shipbuilding (Group) Co., Ltd. The specific location shall be designated by the Tenderee, and the Bidder shall be responsible for unloading. |
| 7.1 | Amount of performance bond: None |
| 9.1 | For the imported goods packed in wood, it is required to present the fumigation certificate issued by a local competent authority recognized by China's Import Authority; for the goods without wood packaging, the certificate of non-wood packaging shall be presented. The fumigation certificate or the certificate of non-wood packaging shall comply with the China's Import Authority. |
| 11 | Port of destination for goods supplied from outside the territory of the People's Republic of China: **DDP Hudong-Zhonghua Shipbuilding (Group) Co., Ltd.**Place of delivery of goods from inside the territory of the People's Republic of China: **Hudong-Zhonghua Shipbuilding (Group) Co., Ltd. The specific location shall be designated by the Tenderee, and the Bidder shall be responsible for unloading.** |
| 16 | Incidental services: All services required in 16.1(1), (2), (3), (4), (5) and the Schedule of Requirements and Technical Specification in Chapter VIII of the bidding documents. |
| 17.2 | 1) List of wearing parts and special tools for normal and continuous use of goods within the warranty period after acceptance by the tenderer, including the goods source and current price of the wearing parts and special tools, which are included in the total bidding price;2) The Bidder shall provide the quotation list of wearing parts and spare parts required for each equipment within two years after the warranty period. However, they are not included in the total bid price; |
| 18.2 | Warranty period: See Chapter VIII Schedule of Demands for Goods and Technical Specifications of the tender document for details |
| 18.4 | Free maintenance period and the period for replacement of defective parts are as follows: See the Schedule of Requirements and Technical Specification in Chapter VIII. |
| 20.1 | Method and terms of payment: See Article 2 of the Purchase Contract, payment date and method in this Chapter.  |
| 32.2 | The arbitration shall be conducted by the China International Economic and Trade Arbitration Commission (CIETAC) in Beijing and other places in China in accordance with its arbitration rules and procedures. Unless otherwise agreed by the parties, the official language of arbitration shall be Chinese. |
| ★34.1 | This Contract shall be construed in accordance with the laws of the People's Republic of China. |
| 36.2 | The title of the reciprocal agreement is: "Agreement between the Government of the People's Republic of China and the Government of the Seller's country concerning the Avoidance of Double Taxation on Income and Property Taxes and the Prevention of Tax Evasion". |
| 37.2 | If an export license is required, it shall be handled by the Seller at its own expense. The Seller must explain and commit to its procedures and time limits. The export license shall be one of the documents to be presented by the Seller before the Buyer pays the price of goods, as stipulated in the Contract. |

Hudong-Zhonghua Shipbuilding (Group) Co., Ltd.

## Domestic Equipment Purchase Contract

**(Equipment name)**

**The Buyer (Party A) : Hudong-Zhonghua Shipbuilding (Group) Co., Ltd.**

**The Seller (Party B) : XXX Company**

**Date of signing the contract:** xxx 2025

The Buyer (Party A) : **Hudong-Zhonghua Shipbuilding (Group) Co., Ltd.**

Registered address: No.2851 Pudong Avenue, Pudong New Area, Shanghai

The Seller (Party B): **XXX**

Registered address: XXXXX, XX City, XX Province

In accordance with the *Civil Code of the People's Republic of China* and relevant laws and regulations, Party A and Party B have reached an agreement with regard to the procurement of equipment for the project of Hudong-Zhonghua Shipbuilding (Group) Co., Ltd. through full and friendly negotiation, and the following contract is hereby concluded as below:

**Ⅰ. Documents forming the contract and priority of interpretation**

(I) The Contract shall be formed by the text of this Contract, the *Technical Agreement on Project Name of Hudong-Zhonghua Shipbuilding (Group) Co., Ltd.* (Hereinafter referred to as the Technical Agreement) signed by representatives of the design departments of both parties, and relevant documents and drawings.

(II) The priority of interpretation of the above contract documents is as follows:

1. The text of this Contract.

2. Technical agreement, and related documents and drawings.

3. Bidding documents and Q&A

4. Tender documents

**II. Name, variety, specification, quantity, price, delivery date and quality of the equipment**

(I) Name, specification, model, quantity, price and delivery date of the contract products

| Product name | Equipment No. | Project No. | Specification and model | Unit | Quantity | Unit price | Total amount(including 13% tax) | Delivery time |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  | / | / | /  |   |   |
| Total RMB amount (In Words) : RMB **Yuan Only** (including 13% VAT);Excluding tax price (lowercase) : ¥,... .... .. Yuan, Tax (In Figures): ¥... .. Yuan. The amount shall be subjected to the invoice in two decimal places. |

1. The above price includes the following four aspects:

(1) The equipment purchased this time is a "turnkey project". Party B shall complete the design, manufacturing, packaging, transportation, commissioning, delivery and acceptance, technical and after-sales service (including training) of the equipment according to the requirements of the Technical Agreement of this project. The above Contract price shall be the full price of the contract products supplied by Party B, including all the expenses for Party B's obligations under this Contract. In addition to the relevant VAT, all duties, VAT and other taxes paid or payable on the parts and raw materials used in the manufacture or assembly of the Contract Products imported from abroad shall also be included.

(2) The Contract price shall include the transportation, insurance and other related expenses required for the delivery of the Contract products to Party A's site.

(3) The Contract price shall also cover the fees for warranty services, technical services and other service fees and training fees related to the execution of this Contract within 1.5 years after passing the final acceptance of the Contract products.

(4) During the execution of this Contract, if there is any adjustment of the tax rate stipulated by the state or local government, the Contract price of this project shall still be valid, and the settlement price shall be converted according to the tax rate at the time of invoice issuance. The total price excluding tax shall remain unchanged, and the total price with tax shall be adjusted accordingly according to the adjusted tax rate.

2. Delivery time: Party A is authorized to postpone the delivery time by 2 months, 1 month prior to the delivery time Party B shall be subject to the final written notice received from Party A.

3. Product specification: according the technical agreement.

4. The quantity calculation method shall be agreed upon by both parties. In the absence of such agreement, Party A's measurement method shall prevail.

(II) The technical standards (including quality requirements) of the contract products shall be carried out as per paragraph (1) below:

1. According to the technical standards, quality requirements and safety environment protection requirements set forth in the technical agreement concluded by both parties.

2. Both parties agree / .

**III. Submission of Technical Documents**

Party B shall provide the technical documents and relevant certificates of the equipment of the project, etc. in accordance with the technical agreement documents signed by both parties. The delivery schedule of the documents shall be able to meet the requirements for performance of the Contract.

**IV. Time, Place and Method of Delivery**

(I) Delivery time: The equipment shall be delivered before XXX (date), and the commissioning, final acceptance and other delivery shall be completed within XXX days after the delivery.

(Ⅱ) Place of delivery: the designated place at CSSC Phase II shipbuilding base, Jiangnan Road, Changxing Town, Chongming District, Shanghai, or the place notified in paragraph (4) of this article.

(III) The equipment shall be delivered by the Seller in the form of single complete sets. For the unpacked contract products, Party B shall paste label on each package of bulk parts, indicating the recipient, contract number and name of the packaged parts; and mark the general transportation marks "Center of gravity" and "Lifting point" on both sides of the package for easy loading, unloading and handling. Party B shall ensure that the unpacked equipment and materials once assembled should not affect the quality and performance of the whole equipment will not be affected.

(IV) In case of any change in the place of delivery, Party A shall notify Party B of the specific place of delivery within 30 natural days prior to the delivery date specified herein.

(V) Party B shall ensure that the Contract products meet the transportation and lifting requirements, and can be stored for long.

**V. Packaging and Transportation of Products**

(I) Party B shall be responsible for the packaging and transportation of the Contract products, and the expenses therefrom shall be borne by Party B, which has been included in the Contract price. The packaging of the Contract products supplied by Party B shall be sturdy, suitable for inland and water transportation and multiple handling and loading/unloading. Party B shall be responsible for any damage to the Contract products caused by improper packing or unclear marking, and shall bear the losses suffered by Party A caused therefrom.

(II) After the Contract products are delivered to Party A's site, all the equipment, tools, instruments, labor protection articles, etc. required for installation, commissioning and acceptance shall be Party B's responsibility, which shall be included in the Contract price.

(III) After the Contract products are delivered to Party A's site, Party B shall be responsible for the accommodation, accommodation, transportation and storage of site equipment of Party B's personnel, which shall be included in the Contract price.

(IV) Party A shall provide the installation site and the space required for storage and stacking of Party B's tools, consumables, etc., but it shall not assume management responsibilities. After the Contract products are accepted and delivered to Party A, Party B must, within 10 natural days from the date of signing and delivery of the final acceptance and acceptance of the Contract products, return to Party A all the sites required for construction; otherwise, Party A shall have the right to dispose of the Contract products at its own discretion.

**VI. Methods of Acceptance, and Time and Method for Raising Objections to the Equipment**

(I) Acceptance method and process: according to the technical agreement and related documents.

(II) The time and method of raising objections to the equipment:

1. When manufacturing the Contract products, the manufacturer shall make good records of self-inspection, and notify Party A at least 7 days in advance to send its personnel to the manufacturer for acceptance inspection of the important manufacturing processes such as closing of important components and major members and concealed works. If any problem is identified during acceptance inspection, Party B shall make it corrected within 7 days. If Party B fails to pass the in-process acceptance, the products shall not be released to leave the factory or delay the delivery.

2. Party B shall provide support and cooperation for all acceptance inspections carried out at the site of Party B and the manufacturer. Party B shall be responsible for the inspection and measuring tools and materials required for the acceptance, and the related expenses incurred. The travel expenses incurred by Party A's personnel for engagement in the inspection shall be borne by Party A.

3. Party A shall submit a written objection to Party B within 5 working days after the delivery of products to the place of delivery designated by Party A and unpacked, if the varieties, models, specifications, quantity and quality of the products are found to be inconsistent with those agreed herein. Before the two sides have reached a solution to the objection, Party A shall have the right to refuse to pay the non-conforming part under the Contract. If any loss is caused to Party A therefrom, Party A can make the corresponding deduction at the time of payment.

4. Upon receipt of Party A's written objection, Party B shall, within 3 natural days upon receipt of Party A's written objection, handle it and give a written reply; otherwise, Party B shall be deemed to have consented to Party A's objection and handling suggestions. Party B shall not delay the delivery for this reason.

**VII. Payment Method of Contract Price**

This Contract shall be paid in four installments, according to the specific payment methods and terms described as below:

(I) 1st payment: When the Contract takes into force, Party A shall, upon receipt of the bank guarantee for 15% of the Contract price submitted by Party B, pay 15% of the Contract price (in RMB) via bank transfer to Party B within 90 days after the following payment basis is submitted, checked and approved by Party A:Yuan Only (¥,...... .. Yuan).

If Party B fails to provide the advance payment guarantee, the advance payment shall be incorporated into the 2st payment and paid in installments by proportion.

For the 1st payment, the following conditions shall be fulfilled:

1. Submit Party B's payment application form and payables receipt.

2. Advance payment guarantee approved by Party A.

3. Other documents / required by Party A.

(II) 2nd payment upon arrival of the equipment: after all products under the contract are delivered to the place of delivery designated by Party A and unloaded, after the both parties complete the unpacking inspection and sign it for confirmation, upon receipt of the following payment application documents and other relevant documents submitted by Party B, Party A shall pay 55% of the total Contract price (in RMB) to Party B through bank transfer within 90 days after completing the review: Yuan Only (¥,...... .. Yuan).

If the products are delivered in batches, Party A may make payments in installments according to the arrival of goods.

For the 2nd payment, the following conditions shall be fulfilled:

1. Submit Party B's payment application form and payables receipt.

2. "Arrival Confirmation Form of Hudong-Zhonghua Shipbuilding (Group) Co., Ltd.".

3. "Unpacking acceptance form of the equipment".

4. Other documents / required by Party A.

(III) 3rd payment: after all the Contract products have completed installation and commissioning, passed Party A's acceptance, and both parties have signed on the final acceptance report, the following payment application documents and other relevant documents are received from Party B, within 90 days after Party A's review, 20% of the Contract price (RMB) shall be paid to Party B through bank transfer:Yuan Only (¥,...... .. Yuan).

For the 3rd payment, the following conditions shall be fulfilled:

1. Party B's payment application form and full VAT special invoice (including 13% VAT) shall be submitted. If the Contract involves multiple project numbers, the invoices shall be issued separately according to the amount corresponding to each project number.

2. Final acceptance report signed by both parties.

3. Other documents / required by Party A.

(IV) The 4th payment: quality guarantee deposit and integrity deposit. 1.5 years after the Contract products pass Party A's final acceptance, on the premise that Party B complies with the Integrity Agreement and fulfills the following conditions, Party A shall pay Party B 10% of the total Contract price (RMB) via bank transfer within 90 days upon receiving the following payment application documents submitted by Party B:Yuan Only (¥,...... .. Yuan).

For the 4th payment, the following conditions shall be fulfilled:

1. If any quality defect occurs and Party B resolves it properly in a timely manner during the warranty period, Party A shall issue a warranty acceptance sheet to confirm that no quality defect has occurred or that the quality defect has been rectified.

2. If Party B violates the Integrity Agreement, Party A shall deduct the integrity penalty from the amount to be paid according to the relevant provisions of the Integrity Agreement.

3. Other documents / required by Party A.

**VIII. Risk Transfer of the Subject Matter of the Contract**

The risk of damage to or loss of the subject matter of the Contract shall be borne by Party B before the delivery of the subject matter, and by Party A after delivery of the subject matter. The delivery time shall be subject to the "Final Acceptance Report" signed by both parties.

**IX. Technical Services**

(I) Party B shall be responsible for on-site installation and commissioning of the Contract products supplied at Party A's site in batches, the normal installation and commissioning, as well as testing all performance and functions of the equipment. Upon completion of the test, the equipment shall meet the design requirements, and proceed to the final acceptance process and shall be finally delivered to Party A after final acceptance.

(II) Party B shall provide Party A with a training program (including theoretical training, operation and maintenance training, training time and final training requirements) one week before delivery of the Contract products. In terms of installation, trial operation, operation, maintenance, repair and other aspects of the Contract products, Party A shall provide free training to relevant operators and maintenance personnel until they have fully mastered the technology (the training shall last for no less than 3 working days).

(III) Party B shall make a lifetime commitment for maintenance services and ensure the supply of spare parts within 8 years after the final acceptance. If the production of spare parts is about to stop, Party A shall be notified six months in advance.

(IV) Instruments, meters, tools, spare parts, materials and work clothes required for installation and commissioning of the Contract products shall be brought by Party B. The technical service personnel designated by Party B shall have the corresponding professional and technical qualifications and business capabilities. When delivering services at Party A, Party B shall purchase relevant personal insurance or employer liability insurance for its personnel, and must ensure the production is carried out safety and in compliance with Party A's rules and regulations.

**X. Warranty Period**

(Ⅰ) Party B shall guarantee that the Contract products delivered by Party B have satisfactory performance during its service life when they are installed, used and maintained properly. Party B shall provide Party A with specific maintenance measures and plans within and outside the warranty period.

(Ⅱ) The warranty period shall be 18 months from the date when final acceptance report is signed by both parties. During the warranty period, Party B shall also be responsible for any failure due to any defects in design, process, manufacture or materials. In case of any major fault, relevant personal shall be dispatched to provide guidance or repair.

(III) During the warranty period, Party B shall, upon receipt of Party A's request for service, undertake to respond within 2 hours and send relevant personnel to the site within 24 hours to repair or replace the defective equipment or parts free of charge. If Party A cannot use the equipment any longer due to Party B's failure to arrive at the site timely for maintenance or due to Party B's reasons, Party A shall have the right to engage a third party to offer the services, the expenses paid by Party A and the losses arising therefrom shall be borne by Party B. During the warranty period, Party B shall send its personnel to Party A's location for technical support, and all expenses covering replacement, repair, transportation and inspection, travel and transportation shall be borne by Party B.

(IV) After the warranty period, if Party A needs paid services or technical services, Party B shall respond within 2 hours and arrive at the site within 24 hours upon receipt of the notice. The service price shall be determined by both parties through negotiation.

**XI. Consumables**

Party B shall provide a list of consumables of the Contract products and offer itemized prices, which are detailed in the technical agreement.

**XII. Contract Guarantee**

(Ⅰ) The advance payment guarantee shall be in the form of a bank guarantee.

1. The amount of the advance payment guarantee is: 15% of the Contract price (In Words) RMB Yuan whole (¥... .. Yuan).

2. The term of advance payment guarantee: from the date of signing the Contract to the date when the installation and commissioning of all equipment is completed and the final acceptance report is signed by both parties.

3. The format of advance payment guarantee and the bank issuing the guarantee shall be approved by Party A, subject to the Uniform Rules for Demand Guarantees (ICC Publication No.758).

**XIII. Liability for Breach of Contract**

(Ⅰ) This Contract shall be legally binding when it comes into force, which shall be abided by both parties, otherwise they shall be held liable for breach of contract.

(Ⅱ) Unless otherwise agreed by both parties, if Party B fails to deliver the technical materials within the time specified herein, Party B shall be liable for breach of Contract according 1% of the contract price for each week overdue delivery. If Party B's Contract products are delivered after the delivery time, Party B shall be liable for breach of Contract according to 2% of the Contract price for each week overdue delivery (less than one week shall be deemed as one week). If Party B delays the delivery for more than 8 weeks as agreed herein, Party A shall have the right to terminate this Contract, and Party B shall be liable to Party A for breach of Contract and bear all losses caused to Party A.

(III) If the final acceptance inspection for completion is not completed within the time specified in the Contract due to Party B's reason, Party A shall deduct the liquidated damages for delay from the Contract price, for each week in delay, it shall bear 2% of the contract price for breach of contract (less than one week shall be deemed as one week). If the delay is more than 5 weeks, Party A shall have the right to terminate this Contract, and Party B shall be liable to Party A for breach of Contract and bear all losses thus caused to Party A.

(IV) If Party B and its designated technical service personnel fail to comply with Party A's rules and regulations, as well as and security and confidentiality rules and regulations, resulting in losses to Party A or a third party, Party B shall bear all such losses.

(V) If Party A delays to make payment, Party A shall be deemed as a breach of the contract and shall bear the bank interest payable to Party B during the same period. The accumulated liquidated damages shall not exceed 10% of the Contract price.

(VI) Party A's signature shall not exempt Party B from any quality responsibility under the contract. Party B shall take full responsibility for any damage to person or property other than the subject matter caused by Party B during transportation, installation or commissioning or due to defects in the subject matter hereof. Party B shall guarantee the validity of its qualifications in connection with the performance of this Contract during the term hereof.

**XIV. Intellectual Property Guarantee**

Party B shall return the drawings and technical materials provided by Party A immediately upon completion of the construction, and shall not refuse to return the same. It is strictly prohibited to provide the above drawings and technical data to others or use them to manufacture the same contract products for others or for other matters not related to this Contract.

For any Contract product delivered by Party A to Party B, if any dispute arising out of any right or claim is made by any third party in accordance with the intellectual property rights, Party B shall be responsible for all negotiation matters in connection with such infringement, and bear all legal costs arising therefrom and all losses suffered by Party A.

**XV. Modification and Termination of the Contract**

(I) During the performance of this Contract, an agreement shall be reached by both parties for any modification through friendly negotiation and a supplementary agreement shall be signed Before the supplementary agreement is concluded, the Contract provisions shall be executed.

(II) In case of any one of the following circumstances, Party A shall have the right to terminate the Contract:

1. Party B is unable to deliver the goods.

2. If the products cannot be delivered after 56 days’ delay according to the Contract (unless the delay is agreed by Party A).

3. The Contract products delivered by Party B fail to meet the quality requirements.

4. In case of deterioration of its business conditions, major litigation or other circumstances that jeopardize its performance hereof, Party B fails to give a timely written notice to Party A to explain the situation, or fails to provide guarantee as required by Party A despite the written notice.

5. Party B is involved in bribing Party A's technical, inspection and management personnel, which is serious.

(III) If Party A cancels this Contract in accordance with the above provisions, Party B shall, within 5 days upon receipt of the notice of cancellation hereof, refund the amount received and the interest (calculated at 5% annual interest rate) calculated from the date of receipt. The cancellation of the Contract shall not affect its claim against Party B in accordance with other provisions herein.

(IV) Except as specified above, either party who requests to terminate this Contract shall notify the other party in writing. With mutual consent of both parties, this Contract can be terminated after further negotiation and signing of a written document.

**XⅥ. Force majeure**

If either party is unable to perform the Contract due to force majeure, the other party shall be informed promptly of the reasons for non-performance or non-full performance. After obtaining a certificate from the statutory authority, the parties shall negotiate to postpone the performance, partial performance or non-performance of the contract and shall be exempted from liability for breach of contract in part or in whole according to the circumstances.

**XVII. Dispute Settlement**

(I) This Contract shall be governed by and construed in accordance with the laws of the People's Republic of China.

(II) The liquidated damages, compensation and various economic losses that are payable under this Contract shall be paid in full within 30 natural days after clarifying the responsibilities, otherwise the payment shall be treated as overdue.

(III) Any dispute arising from this Contract shall be settled by both parties timely through consultation. If the negotiation fails, it shall be settled according to item 2 below:

1. Submit it to Shanghai Arbitration Commission for arbitration in accordance with the rules of the Commission. The award of the arbitration shall be final and binding upon both parties.

2. File a lawsuit with the people's court having jurisdiction at Party A's location.

3. Both parties agree: / .

(Ⅳ) During the settlement of dispute, the parties shall continue to fully perform the Contract except for the matters in dispute.

**XVIII. Annexes to the Contract**

Annexes to this Contract:

1. "Integrity Agreement".

2. "Confidentiality Undertaking".

3. "Safety Management Agreement for Construction Project Contracting".

4. "Project Contract Environmental Management Agreement".

5. "Technical Agreement signed by both parties".

**XIX. Validity of the Contract and other matters**

1. This Contract shall come into force upon being signed and sealed by legal representatives or authorized representatives of both parties.

2. During the performance of this Contract, if either party sends EMS express to the other party at the following address in accordance with this article, it shall be deemed that such party has fulfilled its notification obligation, and the notice shall be deemed served to the other party five days later.

Party A's mailing address:

Construction project Department, Hudong-Zhonghua Shipbuilding (Group) Co., Ltd.

Phase II Shipbuilding Base, 300 meters No.70 Base Changxing Jiangnan Avenue, Changxing Town, Chongming District, Shanghai

Contact: He Ruichen

Party B's mailing address:

XXX Company Limited

XXX City, XXX Province

Contact: XXX

3. This contract shall be made in six originals, with Party A holding four copies and Party B holding two copies.

(No text below)

(Contract signing page)

|  |  |  |
| --- | --- | --- |
| Party A:Name: Hudong-Zhonghua Shipbuilding (Group) Co., Ltd.Address: No.2851 Pudong Avenue, ShanghaiPostal code: 200 129Legal representative:Or authorized representative:Contract operator: He Ruichen |  | Party B:Name: XXX CompanyAddress: XX City, XX ProvincePostal code: XXX XXXLegal representative:**Or authorized representative:**Contract operator: |

Place of signing: No.2851 Pudong Avenue, Pudong New Area, Shanghai

**Integrity Agreement**

The parties to the agreement:

**Hudong-Zhonghua Shipbuilding (Group) Co., Ltd.** (Hereinafter referred to as Party A)

**Party B** (Hereinafter referred to as Party B)

In order to regulate the economic activities in the business exchanges, ensure the healthy development of the cooperative relationship between the parties, prevent the occurrence of all kinds of bad practices and corruption, so as to safeguard the interests of both parties and the healthy development of Party A's production and business, the following agreement is hereby signed by consensus in accordance with national laws and relevant provisions on the construction of Party conduct and clean government:

I. Both sides must regularly educate their personnel on Party conduct and clean government, and strive to improve the consciousness of their personnel to fight against corruption and uphold integrity, and abide by discipline and law.

II. Party A's personnel shall not use their power to ask for gifts from Party B in any form (including cash gift, gifts, valuable payment cards, securities, etc.). Party B has the right to refuse any gift requirement of Party A's personnel.

III. Party A's personnel shall not accept kickbacks, red envelopes, valuable securities and gifts from Party B, and shall not reimburse at Party B for expenses not to be paid by Party B. Party B shall have the right to refuse such requests from Party A's personnel.

IV. Party A's personnel shall not participate in banquets and entertainment activities organized by Party B that may affect the impartial performance of their duties.

V. Party A's personnel shall ask Party B to provide financial assistance or preferential treatment in the name of weddings, funerals, birthday celebrations, work arrangements for family members and children, and going abroad, etc.

VI. Party A's personnel shall not take advantage of their positions to seek improper benefits from Party B for their spouses, children and other relatives.

VII. Party B shall not bribe Party A's personnel, present gifts, negotiable securities and articles to Party A's personnel, provide convenience for Party A's family members and children in doing business or pay nominal wages.

VIII. Without authorization, Party B shall not negotiate privately or reach a tacit understanding with Party A's personnel on issues such as project contracting, project cost, project quantity change, project acceptance, project quality, etc., which may damage Party A's interests.

IX. Party B shall not, for any excuse, invite Party A's personnel to travel or participate in any high-consumption activities.

X. Party B shall not purchase or provide communication tools, transportation tools, household appliances, high-end office supplies and other articles for Party A's personnel.

Xi. Party B shall not provide labor or materials free of charge or provide material subsidies in disguised form for Party A's personnel in purchasing or renovating houses.

XII. Party B shall not allow any third party related to the performance of this Contract to engage in such acts, and shall not bribe public officials for administrative licensing matters related to the performance of this Contract.

XIII. If Party B or its personnel shall report it to Party A's Discipline Inspection Department hereof if finding Party A's personnel is involved in any breach of this Agreement. Party A shall keep confidential the reported information and the name of the informant in accordance with regulations. The reported personnel shall not suppress or retaliate against Party B or Party B's personnel on any excuse.

XIV. The Discipline Inspection Department of Party A shall, after ascertaining the facts, give disciplinary actions to the responsible person according to the seriousness of the circumstances and the consequences caused. In case of violating the law, the person responsible shall be investigated for legal responsibility according to law.

XV. If Party B has strictly abided by this Agreement, Party A shall give priority to Party B to undertake subsequent business under the same conditions.

XVI. If Party B has any breach of this Agreement, Party B shall pay Party A the liquidated damage amounting to 5% of the contract amount (provisional amount), and Party A may hold Party B liable according to the specific circumstances and consequences caused, including the right to terminate this contract. All losses caused to Party A shall be assumed by Party B. Party A shall recover the illegal gains obtained by Party B through improper means, and Party A shall have the right to cancel Party B's admission qualification. If the bribery involves relatively high amount or the circumstances are serious, Party A may transfer the case to the judicial authorities to investigate Party B's criminal responsibility.

XVII. This Agreement shall take into effect upon being signed and sealed by both parties, and shall be terminated upon completion of the contract performance or termination of the outsourced business and completion of relevant procedures.

XVIII. This Agreement shall be executed in duplicate, with each party holding one copy.

(No text below)

Party A: (Seal) Party B: (Seal)

Hudong-Zhonghua Shipbuilding (Group) Co., Ltd.

Legal representative or authorized person: (Signature) Legal representative or authorized person: (Signature)

Date of signing: DD/MM/YY

**Letter of Commitment**

I voluntarily undertake to adhere to the integrity agreement signed with Hudong-Zhonghua Shipbuilding (Group) Co., Ltd. and promise not to bribe the business contractor and its staff. In case of any violation of the Integrity Agreement, I will assume all the consequences stipulated in the Integrity Agreement.

Commitment unit: (seal)

Committed by:

DD/MM/YY

# Confidentiality Undertaking

Hudong-Zhonghua Shipbuilding (Group) Co., Ltd.:

Our company is a cooperative unit of your company's Full name of the project, in order to protect national secrets and your company's trade secrets and other matters, we hereby make the following confidentiality commitments to your side:

I. During our business cooperation with your company, the paper or electronic documents, drawings, materials and information (including visual and oral) provided by your company shall be regarded as confidential matters.

II. Our company shall be responsible for the confidentiality of the above confidential matters, and shall not disclose any of them to irrelevant personnel, any third parties, or disclose in various media, and the confidentiality responsibility shall be fulfilled until the confidentiality matters are declassified.

III. Our company shall take necessary security measures for the carriers (paper media, magnetic media, optical media, etc.) containing the above-mentioned confidential matters and keep them properly.

IV. If our company plans to publicly disclose the information involving the above confidential matters of your company, we must obtain the written consent of your company first.

V. Our company is responsible for providing non-disclosure education for its employees and temporary employees working on business of your company, informing them to strictly abide by the confidentiality provisions of your company, and to live up to:

(I) Without approval, do not take photos of any area in your company and on board (including mobile shooting);

(II) Without your company's release certificate, do not take any of your company's drawings and technical documents when leave your area;

(III) Do not enter any areas and parts unrelated to your work, and do not use any equipment and facilities unrelated to your work;

(IV) Do not connect your own computer to the internal network of your company; do not use flash drives and other mobile storage media on your computer without the reception department's consent;

(V) When taking any third party to your company, report it to the business reception department immediately, and go through the admission procedures.

VI. During the project period, if any of our employees (including temporary employees) takes or uses GPS intelligent system, wireless positioning, wireless interconnection equipment, it shall be reported in writing and your company's consent must be obtained before bringing them for use.

VII. If our company and employees (including temporary employees) disclose the above confidential matters of your company against the rules, our company shall bear the corresponding economic and legal responsibilities.

VIII. This letter of commitment is a supplementary document to the Contract on Full Name of the Project concluded by and between our company and your company, which shall have the same legal effect.

Commitment unit (official seal) :

Person in charge of the company (signature):

DD/MM/YY

Safety management agreement for construction project contracting

Employer: Hudong-Zhonghua Shipbuilding (Group) Co., Ltd. (Hereinafter referred to as Party A)

Partner unit:

Contractor: (Hereinafter referred to as Party B)

Party A shall (subcontract) the construction and installation project to Party B. In order to implement the management requirements of "safety first and precaution crucial", and both parties shall specify their responsibilities for production safety in accordance with the relevant laws and regulations of the State and this Municipality to ensure the construction safety. This Agreement shall be signed by the both parties at the same time of signing the construction and installation contract.

I. Contracted project:

1. Project name: Full name of the project

2. Project address: the designated place at CSSC Phase II shipbuilding base, Jiangnan Road, Changxing Town, Chongming District, Shanghai.

3. Scope of contract: Short name of the Project Equipment procurement and installation guidance.

4. Contracting method: equipment procurement, installation, commissioning until delivery for inspection.

II. Project Duration:

From the date of signing the contract to the final acceptance of the equipment for Short name of the Project signed by both parties until delivery.

III. Agreement Content:

1. Party A and Party B shall earnestly implement the guidelines and policies on production safety, fire control, occupational health and environmental protection issued by the and the competent departments of labor protection, production safety and environmental protection of the State, Shanghai Municipality and at higher levels, and strictly implement the laws, regulations and provisions concerning labor protection.

2. Both Party A and Party B shall have in place a safety management organization system. For example, the leaders in charge of production safety, full-time and part-time safety cadres at all levels shall have safety operation procedures for each type of work, the certification and assessment system for special operators, the responsibility system of safety production posts at all levels, the regular safety inspection system, as well as the safety education system.

3. Both parties shall carefully investigate the site before construction:

(1) The general construction organization design for the project shall be prepared by Party A;

(2) The construction organization design of the project shall be prepared by Party B according to the requirements of Party A;

(3) Both parties shall formulate the targeted safety technical measures plan, and carry out the construction work in strict accordance with the construction organization design and relevant safety requirements.

4. The relevant leaders of Party A and Party B shall strictly educate the employees of their company on the safety production system and safety technology knowledge, enhance their legal concept, improve the employees' awareness of safety production and self-protection ability, and urge the employees to consciously abide by the safety production discipline, system and regulations.

5. Prior to construction, Party A shall provide production safety education for the site entering of Party B's management and construction personnel, and introduce relevant safety production management systems, regulations and requirements; Party B shall organize a safety production education meeting for management and construction personnel, and notify Party A to entrust relevant personnel to attend the meeting, introducing rules, regulations and requirements related to safety and fire prevention during construction; Party B shall inspect and urge the construction personnel to strictly observe and faithfully implement the above requirements.

According to the content and characteristics of the project, Party A and Party B shall make safety technical disclosure properly and provide written materials for disclosure. The disclosure materials shall be made in duplicate, with each party holding one copy.

6. During the construction period, Party B shall assign to take charge of the safety and fire prevention work of the project; Party A shall assign to contact, inspect and urge Party B to implement relevant safety and fire prevention regulations. Party A and Party B shall keep in close contact with each other, assist each other in inspecting and handling the safety and fire prevention work related to the construction of the project, and work together to prevent accidents.

7. Party B shall strictly implement and abide by Party A's regulations on safety production and fire prevention management during construction, and accept Party A's supervision, inspection and guidance. Party A is obliged to assist Party B in safety production, fire prevention management, supervision and inspection, and Party B must rectify the potential hazards found within the time limit. Party B shall have the right to request Party A to make rectification in case of Party A's violation of production safety regulations and systems, and Party A shall make rectification carefully.

8. The personal protective articles used in the production and operation shall be provided at each party's own expenses. Both Party A and Party B shall supervise the personnel at construction site to consciously wear the protective articles.

9. Party A and Party B shall carefully inspect their construction area, working environment, operation facilities & equipment, tools, etc. If any potential hazard is found, the construction shall be stopped immediately and rectifications shall be carried out by the relevant units before the construction is started. Once construction is commenced, it shall be deemed that the construction unit confirms that the construction site, working environment, facilities and equipment, tools and appliances are in a safe state. The construction unit shall be responsible for the consequences of accidents caused by the above adverse factors during the construction process.

10. When the erection and installation are completed and delivered for use, the mechanical equipment, scaffolding and other facilities provided by Party shall be subject to the joint acceptance inspection by Party A and Party B, the written procedures for acceptance and delivery for use shall be properly handled. Using such facilities without acceptance inspection or failing to pass the acceptance inspection is prohibited, otherwise the unauthorized user shall be held liable for any consequences arising therefrom.

11. All equipment and tools used by Party B during the construction period shall be provided by Party B on its own. If Party A and Party B have to borrow or lease from each other, the relevant personnel of both parties shall handle the borrowing or leasing procedures, and develop relevant safe use and management systems. The lender shall ensure that the lent equipment and tools are in good condition and meet the safety requirements, and the borrower must make inspection of them and keep written records. Once the borrower receives the equipment and tools, the storage and maintenance of the equipment and tools shall be transferred to the borrower, and the safety operation procedures shall be strictly observed. For any injury or death caused by equipment, tools or improper operation during the using process, the borrower shall be held liable.

12. Personnel of both parties shall not remove or change the scaffolding, various safety protection facilities, safety signs and warning boards at the construction site without permission. If removal and change is really necessary, it must be approved by construction manager in charge of the site and the safety management personnel assigned by Party A and Party B, and necessary and reliable safety measures shall be taken before the removal. For the consequences caused by unauthorized removal by personnel of either party, the personnel of that party and its company shall be held liable.

13. Special operations shall be implemented according to the *Regulations for the Training, Assessment and Management of Safety Technical Training for Special Work Personnel*, and the special operators shall take on the post after passing the examination of the provincial, municipal, regional special operation safety technology assessment station and obtain the certificate of special operators (subjected to regular certificate review); special operators from other provinces and cities who enter Shanghai for construction must also undergo examination and education organized by the relevant special operation assessment stations in Shanghai; the operators of medium and small machineries must implement the system of fixed machine and operator and work with certificate; the lifting and hoisting operators must abide by the "Ten refuse for lifting", and illegal and unlicensed operation is strictly prohibited; a person who has no knowledge of electrical or mechanical equipment is strictly prohibited to operate and use electrical appliances and mechanical equipment without authorization.

14. Both parties shall strictly implement all kinds of fire and explosion prevention systems. Smoking and open fire is prohibited in inflammable and explosive places, and fire-fighting equipment must not be used for other purposes. For electric welding and gas cutting operations. the approval procedures for fire use must be handled. "Ten refuses for burning" shall be strictly observed. It is prohibited to use electric furnace. During winter construction, when heating with open fire is used for anti-icing, it shall obtain the consent of the fire prevention supervisor, and the fire prevention and anti-poisoning measures must be taken, and a special person shall be assigned to be on duty.

15. If Party B needs to use the electrical equipment supplied by Party A, it shall first test the equipment and make records of the test. If failing to meet the safety regulations, it shall be promptly reported to Party A, and Party A shall actively make rectification and the equipment can only be used after proper rectification. In violation of this regulations or without Party A's consent, the consequences from laying electrical wires shall be undertaken by the company where the wrecker works.

16. Implement the principle of contract first before construction. Party A shall not assign Party B's personnel to engage in the construction tasks not covered by the Contract, and Party B shall refuse the construction tasks not covered by the Contract, otherwise all consequences caused therefrom shall be borne by the construction party.

17. Both parties shall pay attention to the protection of underground pipelines and high-voltage overhead lines during construction. Party A shall make detailed disclosure of the underground pipe and obstacles, and Party B shall comply with the disclosure requirements. When encountering any circumstances, Party A shall promptly contact Party A and relevant departments to take protective measures.

18. After signing the construction and installation contract, Party B shall voluntarily go through the procedures for starting the construction with the Labor Security Monitoring Department (Unit) of the District (County) Labor Bureau and other relevant departments.

19. Implement the principle that the constructor is responsible for site safety. In case of casualty, fire alarm, fire, machinery and other major accidents caused by Party A and Party B during the construction period (including casualties of personnel of the other party, personnel of a third party and pedestrians attributable to Party A and Party B), both parties shall make joint efforts to rescue the injured and protect the site; and timely report the accident to their respective superior competent departments and municipal, district (county) labor protection supervision departments and other relevant institutions within 24 hours of its occurrence, in accordance with the relevant regulations on accident reporting of the State Council and Shanghai Municipality. The losses and expenses for afterward treatment of the accident shall be settled through negotiation according to the responsibilities.

20. Party B shall strictly abide by Party A's regulations on environmental protection during the production, and shall promptly report any environmental pollution accident to Party A if any. Party B shall assume the economic losses of the environmental pollution accident caused by Party B.

21. During the project contracting period, Party B shall, in accordance with the requirements of relevant national laws and regulations, make good use, maintenance and servicing of occupational disease prevention facilities and equipment, implement occupational health inspection of the operation site, implement the occupational health examination of workers, and provide occupational health training for workers. Party B shall be liable for the consequences of all occupational disease accidents.

22. Other matters not covered:

None.

23. Various provisions covered in this Agreement shall be applicable to both parties of the Agreement. In case of any inconsistency with the relevant laws and regulations of the State and Shanghai Municipality, the relevant provisions of the State and Shanghai Municipality shall prevail.

24. This Agreement shall take into effect after being signed and stamped by both parties. As an annex to the original contract, the agreement shall be executed in triplicate, with Party A holding two copies and Party B holding one copy. If it is required to be reported to the relevant departments for archival, the number of copies may be appropriately increased.

25. This Agreement shall come into force on the same day as the original project contract, and shall be strictly executed by both parties. For any injury or death caused by breach of this Agreement, the defaulting party shall bear all economic losses.

Party A: (Seal) Party B: (Seal)

Company Name: Hudong-Zhonghua Shipbuilding (Group) Co., Ltd. Company Name:

Legal representative (signature) Legal Representative (signature)

On behalf of (signature) On behalf of (signature)

Address Address

Tel Tel

DD/MM/YY

**Project Contract Environmental Management Agreement**

Employer: Hudong-Zhonghua Shipbuilding (Group) Co., Ltd. (Hereinafter referred to as Party A)

Contractor:(Hereinafter referred to as Party B)

I. Name of the contracted project: Full name of the project.

II. Environmental Management Responsibilities:

1. Party A has established and implemented the HSE environmental management system. Party B, as a relevant party of Party A's environmental management system, must comply with the requirements of relevant state laws and regulations on environmental protection and carry out operations, production and services in accordance with the requirements of Party A's environmental management system.

2. Party A shall communicate Party A's environmental policy and environmental management requirements to Party B, issue the "relevant Party's environmental management procedure" document covered in Party A's environmental management system, and supervise Party B's environmental management.

3. Party B shall actively discharge pollutants according to the standards during the operation, production and service, implement the measures for pollution prevention, control and reduce the use of hazardous and noxious substances.

4. Party B shall effectively control environmental accidents, and reduce the possible risks that may be caused therefrom.

5. Party B shall save resources and energy, and implement the recycling and management of wastes.

6. Party B shall keep educating its employees to improve their environmental awareness and environmental operation skills.

7. Other issues to be explained: This Agreement is one of the annexes to the Contract. If the construction period of the project is extended, the validity period of this Agreement shall be extended accordingly.

8. This Agreement shall become valid after being signed and sealed by both parties.

9. This Agreement shall take effect on the date of signing.

10. This Agreement shall be made in triplicate, with one copy for Party A, one copy for Party B and one copy for Party A's safety and environment supervision and management department.

Party A's Company (seal): Party B's Company (seal):

On behalf of Party A (seal): On behalf of Party B (seal):

Date: DD/MM/YY Date: DD/MM/YY

**Performance Bond Bank guarantee (reference format)**

Issue date:

To: (Party A's name)

Performance bond of No. xx (contract No.) Contract

This Guarantee serves as a performance guarantee for the (Contract Number) contract entered into between your company and (Party B's name) (Hereinafter referred to as "Party B") on the date of xxx in respect of the supply of (Goods name) (Hereinafter referred to as "Goods") under the (Project Name) (Hereinafter referred to as "Project").

(Name of issuing Bank) (Hereinafter referred to as the "Bank") unconditionally and irrevocably warrants that the Bank, its successors and assigns will pay to your company without recourse (name of currency) a total amount not exceeding (amount of currency), i.e. % of the contract price, and hereby agree as follows:

1. If your company ascertains that Party B has failed to faithfully perform all provisions of the contract documents and such amendments, additions and changes mutually agreed upon by both parties thereafter, including replacing and/or repairing the goods you deem as defective (Hereinafter referred to as "Breach of Contract"), regardless of any objection by Party B, our bank shall, upon the written notice of Party B's breach of contract, immediately pay you the aggregate amount you have proposed not exceed the aforesaid amount and in the way specified in your notice.

2. Any payment under this guarantee shall be duty-free net value. The existing or future taxes, duties, charges, expense deductions or withholding taxes, regardless of their nature and by whom they are levied, shall not be deducted from payments made under this Guarantee.

3. The terms of this Guarantee constitute the Bank's unconditional and irrevocable direct liability. Any change to the terms of the Contract to be performed, any extension of time by you, or any other action taken by you which, in the absence of this section, would exempt us from liability, shall not release or relieve us of our liability under this Guarantee.

4. This letter of Guarantee shall be fully valid before the expiration of the guarantee period specified in this contract.

Yours sincerely.

Name of issuing bank:

Name and title of signatory (name printed):

Signatory Signature:

Official seal:

**Advance payment bank guarantee (reference format)**

Issue date:

To: (Party A's name)

(Contract name)

In accordance with Article 20 of this Contract, (Name and address of Party B) (Hereinafter referred to as "Party B") shall submit to Party A a bank guarantee amounting to (currency, amount of guarantee in words and figures), in order to guarantee that Party B will correctly and faithfully perform the said contract terms.

Our bank, (name of bank), at Party B's request, unconditionally and irrevocably agrees to act as the first responsible party but not merely as the surety, guaranteeing that the amount paid to Party A at the first request of Party A should not exceed (currency, amount of guarantee in words and figures), and our bank shall have no right to object and need not claim against Party B first.

Our bank further agrees that mutually agreed alteration, addition or modification of the terms of the Contract or contract documents to be performed shall not release us from any liability under this Guarantee. We hereby represent that we are not necessarily informed of such changes, additions and modifications.

This guarantee shall be valid from Party B's receipt of the Contract advance payment until 30 days after the delivery of the last batch of goods.

Name of issuing bank:

Name and title of signatory (name printed):

Signatory Signature:

Official seal:

**Warranty Guarantee (Reference format)**

No.

To the Beneficiary: (Hereinafter referred to as "Party A" or "You")

This Guarantee serves as a warranty guarantee for the (Contract Number) contract entered into between your company and (name of the applicant) on the date of xxx in respect of the supply of (Goods name) (Hereinafter referred to as "Goods") under the (Project Name)(Hereinafter referred to as "Project").

(Name of issuing Bank) (Hereinafter referred to as "Our Bank") unconditionally and irrevocably warrants that the Bank, its successors and assigns will pay to your company without recourse of currency a total amount not exceeding (amount of currency) in (name of currency), i.e. % of the contract price, and hereby agree as follows:

I. The maximum amount of guarantee liability undertaken by our Bank under this Letter of Guarantee is RMB xxx Yuan Only (Hereinafter referred to as the "Guaranteed amount").

II. The guarantee provided by our bank under this Letter of Guarantee shall be a joint and several liability guarantee.

III. This Letter of Guarantee shall take effect on the date of issuing this Letter of Guarantee, and shall remain valid until the date of .

IV. During the validity period of this Guarantee, if the applicant fails to faithfully perform all the provisions of the contract documents and the subsequent mutually agreed amendments, supplements and changes, including replacing and/or repairing the goods you deem as defective (Hereinafter referred to as "Breach of Contract"), regardless of any objection by the Guarantee applicant, our bank, upon the written notice of applicant's breach of contract, pay you the amount of your claim up to the guaranteed amount mentioned above, within xxx working days.

V. The guaranteed amount in this Letter of Guarantee will be reduced accordingly as we pay in installments according to by your notice of claim.

VI. The rights under this Guarantee shall not be transferred and shall not be guaranteed. Without our written consent, if the beneficiary assigns this Guarantee or any rights hereunder, our obligations and liabilities under this Guarantee shall be void.

VII. If the contract or underlying transaction under this guarantee becomes invalid, ineffective, void, canceled or rescinded due to the applicant's breach of the Guarantee, the validity of this Guarantee shall not be affected.

VIII. This Guarantee is governed by the laws of the People's Republic of China. If any dispute arising from this Letter of Guarantee fails to be settled through negotiation, a lawsuit shall be filed with the people's court as agreed in the contract hereunder.

IX. Upon expiration or early termination of this Guarantee, this Guarantee shall become invalid, whether or not the beneficiary returns this guarantee. Any claim made thereafter shall be null and void, our bank shall not be obliged for any compensation.

Issuing bank (official seal):

Responsible person or authorized agent (signature):

Date of issue: Date

Chapter VIII Schedule of Demands for Goods and Technical Specifications

Ⅰ. Schedule of Demands for Goods

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **No.** | **Name of goods** | **Quantity** | ★ **Delivery period** | **Project site** |
| 1 | Torque telemetry system | 4 sets | 90 days after contract signing | Hudong-Zhonghua Shipbuilding (Group) Co., Ltd. (CSSC Phase II shipbuilding base, Jiangnan Road, Changxing Town, Chongming District, Shanghai). |

II. Technical Specifications

**1. Project overview**

To meet the company's needs for production and construction, and ensure the orderly shipbuilding work, Hudong-Zhonghua Shipbuilding (Group) Co., Ltd. proposes to purchase the torque telemetry system.

The system shall have good portability and relatively simple structure, easy to install, remove and operate.

**2. Scope of supply and technical parameters & indicators of the equipment**

|  |  |  |
| --- | --- | --- |
| Equipment name | Main technical parameters | Quantity |
| Torque telemetry system | ★ Precision< 1% | 4 sets |

**2.1 Introduction to the system**

A new telemetry method is used for the equipment, which makes real-time torque measurement simpler than ever. The torque and power of drive shafts with virtually any driving mode can be measured by simply installing the transmitter, battery and torque strain gauges on the shaft and mounting the speed sensor.

The IR remote controller is used to adjust the transmitter gain, activate remote shunt calibration, or switch the transmitter to the standby power mode. The display and keypad of the multi-line LCD receiver make system adjustment simpler. The robust transmitter has a low power consumption, which can extend the battery life. The sophisticated electronic equipment can ensure accurate and reliable torque data output.

A full-bridge strain sensor used for the torque telemetry system is installed on the intermediate shaft, and receives real-time torque signals through the supporting telemetry device.

The schematic diagram for system composition is as shown below:



Shaft section

Receiver

Data acquisition unit

Optical fiber sensor

Optical fiber sensor

Transmitter

Speed signal receiver-forwarder

Battery box

Shaft section

Strain gauge

Strain gauge

Transmitter

Speed signal receiver-forwarder

Receiving antenna

Computer

Schematic diagram for connection of the torque telemetry system

**2.2 Product characteristics**

★ 2.2.1 Easy to use: It fits the shaft of any size and adapts to any torque range. There is no need to modify or dismantle the ship's shafting system or host, and it can be calibrated before installation. The receiver comes with the LCD and keyboard to provide user-friendly HMI. Can measure torque and shaft power.

2.2.2 IR remote control: It controls the transmitter's operation, including channel selection, gain/range, shunt calibration, and low-power consumption standby mode.

2.2.3 Reliable data transmission: Clear and noise-free data signals are output via analog voltage or digital data via RS-232.

2.2.4 Standby power mode: It extends the battery life of the transmitter without disconnecting the battery. The standby time shall be more than 360 hours.

2.2.5 16 channels and 1-500Hz frequency response shall be adjustable, and multiple systems can be used at the same time without interfering with each other.

2.2.6 User-adjustable gain: The strain/torque signal can be magnified to the most efficient level.

2.2.7 The system measurement accuracy is less than ±1%.

2.2.8 Users can collect and view the measured data in places such as the centralized control room or the cab.

**2.3 Hardware performance specifications**

2.3.1 Transmitter

|  |  |  |
| --- | --- | --- |
| No. | Name | Specifications |
| 1 | Sensor input | ★ Full-bridge strain gauge (4-arm full-bridge 350Ω standard, which can receive up to 1,000Ω) |
| 2 | Bridge excitation | 2.5VDC, ±0.1% |
| 3 | Transmitter voltage | (7-18) VDC |
| 4 | Transmitter current | Nominal transmission of 40 mA, 50 mA at maximum (at 350Ω bridge) |
| Nominal standby of 4 mA, 5 mA at maximum |
| 5 | Transmission frequency | (860-960) MHz RFID powerful anti-interference transmission |
| 6 | Transmission distance | ★ 6 m or more |
| 7 | Operating temperature | -30℃ to 85℃ |

2.3.2 Remote control

|  |  |  |
| --- | --- | --- |
| No. | Name | Specifications |
| 1 | Control function | Channel selection, gain/range selection, shunt calibration and power standby (switching between equipment standby and operating status can be implemented at the navigation bridge or in the centralized control room) |
| 2 | Transmission type | Infrared transmission |
| 3 | Transmission distance | 6 m when the shaft in a static state |

2.3.3 Receiver

|  |  |  |
| --- | --- | --- |
| No. | Name | Specifications |
| 1 | Voltage output | ±10VDC |
| 2 | Adjustable gain | Adjustable from 500 to 16,000 |
| 3 | Digital output | RS232 DB9 connector (providing the COM port for computer connection) or others |
| 4 | Receiver power supply | 12VDC, up to 300mA |
| 5 | Operating temperature | -20℃ to 70℃ |

2.3.4 System

|  |  |  |
| --- | --- | --- |
| No. | Name | Specifications |
| 1 | Gain error | ±0.25% reading, ambient temperature of 25°C |
| 2 | Gain temperature coefficient | ±0.005% reading/°C, ambient temperature of 0°C to 50°C |
| 3 | Displacement deviation | ±0.16% FS, ambient temperature of 25°C |
| 4 | Displacement temperature coefficient | ±0.004% FS/°C, ambient temperature of 0°C to 50°C |
| 5 | Frequency response | (0-500)Hz (-3dB@500Hz) several low-pass filter options |
| 6 | Delay | 4.2 ms-typical value |
| 7 | Sample transmission rate | 2400 samples/second |

2.3.5 Data acquisition unit

|  |  |  |
| --- | --- | --- |
| No. | Name | Specifications |
| 1 | Number of channels | 8 channels |
| 2 | Sampling rate (continuous sampling) | 1, 2, 5, 10, 20, 50, 100, 200, 500, 5k (Hz)/channel |
| 3 | Analog-digital converter | 24-bit A/D converter |
| 4 | Applicable resistance value of the strain gauge | Resistance range for three-wire 1/4 bridge: 120Ω or 350Ω; resistance range for half bridge and full bridge: 60Ω-20,000Ω any settings |
| 5 | Sensitivity coefficient of the strain gauge | 1.0-3.0, with automatic correction |
| 6 | Strain measurement | Full-scale value of ±50000με, minimum resolution of 0.5με |
| 7 | Indicated value error of the system | No more than 0.5% ± 3με (measured after preheating for half an hour) |
| 8 | Nonlinearity | 0.05% FS (same as above) |
| 9 | Zero drift | ±1με/4h (input short circuit, converted to the input end at the maximum gain and the maximum bandwidth) |
| 10 | Range of frequency response | DC-2000 Hz |
| 11 | Corrected value for long conductor resistance | 0-100Ω |
| 12 | Communication mode | 4G, Ethernet |
| 13 | Power supply | ★ AC power supply: AC220/50Hz;DC power supply: (9-36) VDC |

**2.4 Shaft power test and analysis software**

2.4.1 Brief introduction to the system

It is mainly applied to real-time acquisition of shaft power and torsional vibration data as well as data post-processing and analysis. It is suitable for professionals to test and analyze the torque, speed, shaft power and torsional vibration of the ship's shafting system, and can be used for online and post-professional analysis of physical quantities generated during use. The main functions include parameter settings, data acquisition and real-time display, data saving, data analysis, torsional vibration analysis, report output, etc.

They shall include computational analysis of alternating torque in the torsional vibration test, computational analysis of shear stress, harmonic analysis of torsional vibration, automatic drawing of torsional vibration harmonic diagram, automatic generation of permissible stress curve, conversion of stresses in different shaft sections, etc.

2.4.2 System operating environment

|  |  |
| --- | --- |
| Operating system | ★ Windows 10 and above 64-bit operating systems |
| Hardware environment | Processor: Support 64-bit Intel@2GHZ and above, RAM of 8G and above, hard disk of 500G and above |

2.4.3 Software functions:

a) Item settings: The number and name of the tested ship can be set.

b) Acquisition parameter settings: including settings of sampling number, sampling rate, mode device, filtration, channel, calculation parameters, etc.

c) Data display: with table display, waveform curve display, large digital display, FFT calculation display, and bar graph display. Users can choose to view.

d) Document management and data analysis, which can implement the functions of document management, data view and report export.

e) The software is available in both Chinese and English versions.

**3. Product configuration of each system**

|  |  |  |  |
| --- | --- | --- | --- |
| No. | Name | Component | Quantity |
| 1 | Transmitter assembly | Transmitter host (including the power supply unit) | 1 |
| Remote control circuit board of the transmitter | 1 |
| Additional customized power supply unit | 1 |
| 2 | Receiver assembly | Receiver host | 1 |
| Remote control circuit board of the receiver | 1 |
| Switching power supply | 1 |
| 3 | Data acquisition unit | Data acquisition unit | 1 |
| Four-channel special cable | 2 |
| 4 | Speed acquisition assembly | Laser sensor (with customized power supply unit) | 1 |
| Customized housings for the speed solenoid box | 1 |
| 5 | Other special accessories | Laptop with built-in special testing software(CPU-i5, RAM of 16G\_DDR, SSD of 512G) | 1 |
| Signal transmission cable (30 m) | 4 |
| Special protective case for tie rod instrument and equipment | 1 |
| Special portable luggage | 1 |
| Other necessary accessories | 1 |

**4. Quality requirements**

4.1 The instrument provided by Party B shall be the original machine of the model ordered by Party A, and the prototype, assembled machine, etc. shall not be provided.

4.2 The equipment shall have reliable long-term stability.

4.3 The equipment must meet the requirements for quality, performance and specifications as proposed by Party A after installation and debugging.

**5. Delivery period and delivery method**

Party B shall be responsible for sending the complete equipment to the location designated by Party A, and be responsible for installation, debugging and submission for acceptance. The equipment shall be delivered within 90 days after contract signing.

**6. Acceptance**

6.1 Party B shall notify Party A in writing or by telephone before the equipment is submitted to Party A for acceptance, and the Construction Department shall organize relevant departments to participate in the unpacking acceptance;

6.2 At the time of unpacking acceptance, Party B shall provide Party A with all relevant data such as the certificate of conformity, operation manual (2 copies) and packing list of the instrument, as well as the verification (calibration) certificate issued by the national legal measurement organization recognized by Party A;

6.3 Real ship testing and acceptance are required.

**7. Warranty and training**

★7.1 The warranty period of the complete instrument is 12 months, counting from the acceptance date of the equipment, and lifelong maintenance shall be implemented. The participant shall be responsible for losses caused due to poor design, manufacturing, installation and training within the warranty period.

7.2 After installation and acceptance of the instrument, Party B shall perform field training on Party A's personnel, so that they can operate the machine independently. Party B shall provide technical support at any time for problems arising in Party A's application.