

In the event of an inconsistency between this Chapter and another Chapter of this Agreement, the other Chapter prevails.

Text of the Canada–Panama Free trade agreement – Chapter sixteen: Government procurement

Article 16.01: Definitions

For the purposes of this Chapter:

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

conditions for participation means a registration, qualification or other prerequisites for participation in a procurement;

construction service means a contractual arrangement for the realization by any means of civil or building works paid for:

- 1. directly by the Party; or*
- 2. for a specified period of time, through any grant to the supplier of temporary ownership or a right to control and operate, and*

若本章节与本协议其他章节存在不一致之处，以其他章节为准。

加拿大-巴拿马自由贸易协定文本——第十六章： 政府采购

第16.01条：定义

就本章节而言：

商业商品或服务 指通常在商业市场上向非政府买家销售或提供销售，并惯常由非政府买家出于非政府目的购买的商品或服务；

参与条件 指参与采购所需的注册、资格或其他先决条件；**建筑服务** 指通过任何方式实现由付款方承担的土木或建筑工程的合同安排：

1. 由缔约方直接；或
2. 在特定期限内，通过向供应商提供临时所有权或控制和运营权的拨款，以及

demand payment for the use of those works, for the duration of the contract;

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

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

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

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

offsets means a condition or undertaking that encourages local development or improves a Party's balance -of-payments accounts, such as the use of domestic content, the licensing of technology, investment, counter-trade or similar actions or requirements;

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

procurement means the process by which a government obtains the use of or acquires a good or service for governmental purposes and not

在合同期限内，要求付款以使用这些工程；

书面形式 或书面 指可阅读、复制并能随后传达的文字或数字表达；可包括电子传输和存储信息；

有限招标 指采购实体与其选定的一个或多个供应商联系的采购方法；

多用名单 指采购实体确定符合该名单参与条件并计划多次使用的供应商名单；

拟采购通知 指采购实体发布的邀请有意向供应商提交参与请求或投标的公告；

补偿措施 指鼓励本地发展或改善缔约方国际收支账户的条件或承诺，例如使用国内含量、技术许可、投资、对销贸易或类似行为或要求；**公开招标** 指所有有意向供应商均可提交投标的采购方法；

采购 指政府为政府目的而非

with a view to commercial sale or resale, or use in the production or supply of a good or service for commercial sale or resale;

procuring entity means an entity listed in Annexes 1 and 2 of Canada and Panama's schedules to this Chapter;

selective tendering means a procurement method where only suppliers satisfying the conditions for participation are invited by the procuring entity to submit a tender;

service includes a construction service, unless otherwise specified;

standard means a document approved by a recognized body that provides, for common and repeated use, rules, guidelines or characteristics for a good or service, or related processes and production methods, with which compliance is not mandatory; it may also include or deal exclusively with terminology, symbols, packaging, marking or labelling requirements as they apply to a good, service, process or production method;

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

technical specification means a tendering requirement that:

以商业销售或转售为目的，或在生产或供应用于商业销售或转售的商品或服务中使用而获取商品或服务的过程；**采购实体** 指加拿大和巴拿马在本章节附件1和附件2中列出的实体；

选择性招标 指一种采购方法，即仅由采购实体邀请符合参与条件的供应商提交投标；

服务 包括建筑服务，除非另有规定；**标准** 指由认可机构批准的文件，该文件为商品或服务或其相关流程和生产方法提供通用和重复使用的规则、指南或特性，其合规性并非强制性；标准也可包含或专门涉及适用于商品、服务、流程或生产方法的术语、符号、包装、标记或标签要求；

供应商 指向采购实体提供或可能提供商品或服务的个人；且

技术规格 指以下招标要求：

1. *lays down the characteristics of a good or service to be procured, including quality, performance, safety and dimensions, or the processes and methods for their production or provision; or*
2. *addresses terminology, symbols, packaging, marking or labelling requirements, as they apply to a good or service.*

Article 16.02: Scope and Coverage

Application of Chapter

1. *This Chapter applies to a measure adopted or maintained by a Party relating to procurement by a procuring entity listed in Annex 1 to Canada or Panama Schedule to this Chapter:*
 - *by a contractual means, including purchase and rental or lease, with or without an option to buy;*
 - *for which the value, as estimated in accordance with paragraph 5, equals or exceeds the relevant threshold specified in Annex 1 to Canada or Panama Schedule to this Chapter; and*
 - *subject to the terms of Annex 1 to Canada or Panama Schedule to this Chapter.*
2. *This Chapter does not apply to:*

1. 规定拟采购商品或服务的特性，包括质量、性能、安全和尺寸，或其生产或提供的流程和方法；或
2. 涉及适用于商品或服务的术语、符号、包装、标记或标签要求。

第16.02条：范围和覆盖

本章的适用

1. 本章适用于缔约方采用的或维持的与本章加拿大或巴拿马附表附件1所列采购实体进行的采购相关的措施：
 - 通过合同方式，包括购买和租赁，无论是否附带购买选择权；其价值根据第5段估算等于或超过本章加拿大或巴拿马附表附件1中规定的相关阈值；并受本章加拿大或巴拿马附表附件1条款的约束。
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2. 本章节不适用于：

- the acquisition or rental of land, existing buildings or other immovable property or the rights thereon;
- a non-contractual agreement or form of assistance that a Party, including a state enterprise, provides, including a grant, loan, equity infusion, fiscal incentive, subsidy, guarantee or cooperative agreement;
- government provision of a good or service to a person or to a sub-national government;
- a purchase for the direct purpose of providing foreign assistance;
- a purchase funded by an international grant, loan or other assistance if the provision of that assistance is subject to conditions inconsistent with this Chapter;
- the procurement or acquisition of a fiscal agency or depository service, liquidation and management service for regulated financial institutions, or a service related to the sale, redemption and distribution of public debt, including loans and government bonds, notes and other securities; this Chapter does not apply to procurement of a banking, financial or specialized service related to:
 - the incurring of public indebtedness, or

- 土地、现有建筑物或其他不动产的收购或租赁及其相关权利；
缔约方（包括国有企业）提供的非合同协议或援助形式，包括拨款、贷款、注资、财政激励、补贴、担保或合作协议；
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- 政府向个人或地方政府提供商品或服务；
- 为直接提供对外援助而进行的采购；
- 由国际拨款、贷款或其他援助资助的采购，前提是该援助的提供受制于与本章不符的条件；
- 财政机构或存管服务的采购或收购，受监管金融机构的清算和管理服务，或与公共债务的销售、赎回和分配相关的服务，包括贷款和政府债券、票据及其他证券；本章不适用于与以下内容相关的银行、金融或专业服务的采购：
 - 产生公共债务，或

- public debt management;
- the hiring of a government employee or related employment measure;
- a procurement made by an entity or state enterprise from another entity or state enterprise of that Party; or
- a purchase made under exceptionally advantageous conditions that only arise in the very short term in the case of an unusual disposal such as one arising from liquidation, receivership or bankruptcy, but not for a routine purchase from a regular supplier.

3. Nothing in this Chapter prevents a Party from developing new procurement policies, procedures or contractual means, provided they are not inconsistent with this Chapter.
4. If a procuring entity awards a contract that is not covered by this Chapter, this Chapter does not cover a good or service component of that contract.

Valuation

- 公共债务管理;
 - 政府雇员的聘用或相关就业措施; 由一缔约方的实体或国有企业向该缔约方的另一实体或国有企业进行的采购; 或在非常短的时间内因异常处置(如清算、接管或破产导致的处置)而出现的异常有利条件下进行的购买, 但不包括向常规供应商进行的常规采购。
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3. 本章节内容不妨碍缔约方制定新的采购政策、程序或合同方式, 只要这些政策、程序或方式与本章节不相抵触。
 4. 如果采购实体授予的合同不在本章节覆盖范围内, 则该合同的商品或服务部分也不属于本章节管辖。

估值

1. In estimating the value of a procurement for the purpose of ascertaining whether it is a procurement covered by this Chapter, a procuring entity:

a. shall not divide a procurement into separate procurements or select or use a particular valuation method for estimating the value of a procurement with the intention of totally or partially excluding it from the application of this Chapter;

b. shall include the estimated maximum total value of the procurement over its entire duration, whether awarded to one or more suppliers, taking into account all forms of remuneration, including:

- premiums, fees, commissions and interest, and
- the estimated maximum total value of the procurement, inclusive of optional purchases, if the procurement provides for the possibility of option clauses; and

c. shall base its calculation of the total maximum value of the procurement over its entire duration, if the procurement is to be conducted in multiple parts, with contracts to be

1. 为确定某项采购是否属于本章节覆盖范围而估算其价值时，采购实体应：

a.不得将一项采购分割为多项采购，或为估算采购价值而选择或使用特定估值方法，意图全部或部分排除其适用本章节；

b. 应包含采购在整个持续期间内的预估最大总价值，无论授予一家还是多家供应商，并考虑所有形式的报酬，包括：

- 溢价、费用、佣金和利息，以及采购的预估最大总价值（含可选购买，若采购规定可能包含选择条款）；且
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c. 应基于其计算采购在整个持续期间的最大总价值，如果采购将分为多个部分进行，合同将在

awarded at the same time or over a given period to one or more suppliers.

同一时间或给定期间内授予一个或多个供应商。

Article 16.03: Security and General Exceptions

1. Nothing in this Chapter prevents a Party from taking action or not disclosing information that it considers necessary for the protection of its essential security interests relating to procurement:

- a. of arms, ammunition or war materials;
- b. indispensable for national security; or
- c. for national defence purposes.

2. Provided that a measure is not applied in a manner that would constitute a means of arbitrary or unjustifiable discrimination between Parties if the same conditions prevail or a disguised restriction on trade between the Parties, nothing in this Chapter prevents a Party from adopting or maintaining a measure:

- a. necessary to protect public morals, order or safety;
- b. necessary to protect human, animal or plant life or health;

第16.03条：安全与一般例外

1. 本章任何规定不得阻止缔约方采取其认为保护与采购相关的基本安全利益所必需的行动或不披露信息：

- a. 武器、弹药或战争物资的采购；b. 对国家安全不可或缺的采购；或c. 用于国防目的的采购。

2. 只要措施的实施方式不构成在相同条件下对缔约方之间任意或不合理的歧视手段，或变相的贸易限制，本章任何规定不得阻止缔约方采取或维持以下措施：

- a. 为保护公共道德、秩序或安全所必需；b. 为保护人类、动物或植物的生命或健康所必需；

- c. *necessary to protect intellectual property; or*
- d. *relating to goods or services of persons with disabilities, philanthropic institutions or prison labour.*

3. *The Parties understand that paragraph 2(b) includes an environmental measure necessary to protect human, animal or plant life or health.*

Article 16.04: General Principles

National Treatment and Non-Discrimination

1. *With respect to a measure relating to procurement covered by this Chapter, each Party shall accord immediately and unconditionally to a good or service of the other Party, and to a supplier of the other Party of such good or service, treatment no less favourable than the most favourable treatment the Party accords to a domestic good, service or supplier.*
2. *With respect to a measure relating to procurement covered by this Chapter, a Party shall not:*
 - a. *treat a locally established supplier less favourably than another locally established supplier on the basis of the degree of foreign affiliation or ownership; or*

- c. 为保护知识产权所必需；或
- d. 涉及残疾人、慈善机构或监狱劳动提供的货物或服务。

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

第16.04条：一般原则

国民待遇与非歧视

1. 对于本章涵盖的采购措施，每一缔约方应立即无条件地给予另一方的商品或服务，以及提供该商品或服务的另一方供应商，不低于其给予国内商品、服务或供应商的最优惠待遇。
2. 对于本章涵盖的采购措施，缔约方不得：
 - a. 依据外国关联或所有权程度，对本地设立的供应商给予的待遇低于另一家本地设立的供应商；或

- b. *discriminate against a locally established supplier on the basis that the good or service offered by that supplier for a particular procurement is a good or service of the other Party.*

Conduct of Procurement

1. *A procuring entity shall conduct procurement covered by this Chapter in a transparent and impartial manner that:*
 - a. *is consistent with this Chapter;*
 - b. *avoids conflicts of interest; and*
 - c. *prevents corrupt practices.*

Tendering Procedures

1. *A procuring entity shall use open tendering except where Articles 16.07(6) through 16.07(9) or Article 16.10 apply.*

Rules of Origin

1. *With regard to the procurement of a good covered by this Chapter, each Party shall apply the rules of origin that it applies to that good in the normal course of trade.*

Offsets

- b. 因本地设立的供应商为特定采购所提供的商品或服务属于另一方的商品或服务而歧视该供应商。

采购行为

1. 采购实体应以透明和公正的方式开展本章节涵盖的采购活动，确保：
 - a. 符合本章节规定；b. 避免利益冲突；及c. 防止腐败行为。

招标程序

1. 除第16.07(6)条至第16.07(9)条或第16.10条适用的情况外，采购实体应采用公开招标。

原产地规则

1. 对于本章节所涵盖货物的采购，每一缔约方应适用其在正常贸易过程中对该货物适用的原产地规则。

补偿措施

1. A Party, including its procuring entities, shall not seek, take account of, impose or enforce offsets at any stage of a procurement covered by this Chapter.

Measures Not Specific to Procurement

1. Paragraphs 1 and 2 do not apply to:
 - a customs duty or other charge referred to in paragraphs (a) through (d) of the definition of “customs duty” in Article 1.01, or the method of levying that duty or charge;
 - another import regulation or formality; or
 - a measure affecting trade in a service, other than a measure governing procurement covered by this Chapter.

Article 16.05: Publication of Procurement Information

1. Each Party shall:
 - a. promptly publish a law, regulation, judicial decision, administrative ruling of general application, and procedure regarding procurement covered by this Chapter, and a modification of those measures, in an

1. 缔约方，包括其采购实体，不得在本章节所涵盖采购的任何阶段寻求、考虑、施加或强制执行补偿措施。

非专门针对采购的措施

1. 第1款和第2款不适用于：
 - 第1.01条中“关税”定义(a)至(d)项所指的关税或其他税费，或征收该关税或税费的方法；
 - 其他进口法规或手续；或影响服务贸易的措施，但不包括本章涵盖的管辖采购的措施。
 -

第16.05条：采购信息的公布

1. 每一缔约方应：
 - a. 及时发布关于本章所涵盖采购的法律、法规、司法裁决、普遍适用的行政裁定及程序，以及对这些措施的修改，并通过

officially designated electronic or paper medium that is widely disseminated and remains readily accessible to the public; and

b. on request of the other Party, provide it with an explanation of a measure that must be published under paragraph (a).

2. Article 20.02 (Transparency – Publication) does not apply to a measure that must be published under paragraph (a).

Article 16.06: Publication of Notices

Notice of Intended Procurement

1. For each procurement covered by this Chapter, a procuring entity shall publish a notice inviting suppliers to submit tenders, or a notice inviting applications to participate in the procurement. The procuring entity shall publish that notice in an electronic or paper medium that is widely disseminated and readily accessible to the public for the entire period established for tendering. Each Party shall maintain a gateway electronic site that includes links to all notices of procuring entities for procurements covered by this Chapter.

官方指定的电子或纸质媒介广泛传播，且公众可便捷获取；以及

b. 应另一方请求，向其提供对必须根据(a)款公布的某项措施的解释。

2. 第20.02条（透明度—公布）不适用于必须根据(a)款公布的某项措施。

第16.06条：公告发布

拟采购通知

1. 对于本章节涵盖的每项采购，采购实体应发布邀请供应商提交投标的公告，或邀请参与采购的申请公告。采购实体应在整个投标期间内，通过广泛传播且公众易于获取的电子或纸质媒介发布该公告。每一缔约方应维护一个门户电子网站，其中包含本章节涵盖的所有采购实体通知的链接。

2. Each notice of intended procurement must include:

- a. a description of the procurement, including the nature and, if known, the quantity of the good or service to be procured;
- b. the procurement method that will be used and whether it will involve negotiation or electronic auction;
- c. a list of conditions for participation of suppliers;
- d. the name and address of the procuring entity and other information necessary to contact the procuring entity and obtain relevant documents relating to the procurement as well as their cost and terms of payment, if applicable;
- e. the address and time limits for the submission of tenders or applications for participation;
- f. the time frame for delivery of the good or service to be procured or the duration of the contract;
- g. if, under Article 16.07, a procuring entity intends to select a limited number of qualified suppliers to be invited to tender, the criteria that will be used to select them and,

2. 每份拟采购通知必须包含:

- a. 采购说明, 包括拟采购商品或服务的性质及已知数量;
- b. 将采用的采购方法, 以及是否涉及谈判或电子拍卖;
- c. 供应商参与条件清单;
- d. 采购实体的名称和地址, 以及其他联系采购实体和获取与采购相关的相关文件所需信息, 包括文件费用及支付条款(如适用);
- e. 投标或参与申请的提交地址及时间限制;
- f. 拟采购商品或服务的交付时间框架或合同期限;
- g. 如根据第16条07, 采购实体打算选择有限数量的合格供应商受邀投标, 则应说明选择标准,

where applicable, any limitation on the number of suppliers that will be permitted to tender; and

- h. an indication that the procurement is covered by this Chapter.

Notice of Planned Procurement

1. The Parties shall encourage procuring entities to publish as early as possible in each fiscal year notices regarding their respective procurement plans. These notices should include the subject matter of any planned procurement and the estimated date of the publication of the notice of intended procurement.

Article 16.07: Conditions for Participation

General Requirements

1. Where a procuring entity requires a supplier to satisfy a registration, qualification or other requirement or conditions for participation in a separate process in order to participate in a procurement covered by this Chapter, the procuring entity shall publish a notice inviting suppliers to apply for participation. The procuring entity shall publish the notice sufficiently in advance to provide interested suppliers time to prepare and

如适用，还应说明允许投标的供应商数量限制；以及

- h. 表明该采购事项适用于本章节。

计划采购公告

1. 缔约方应鼓励采购实体尽可能早地在每个财政年度发布关于其各自采购计划的公告。这些公告应包括任何计划采购的主题事项以及拟采购通知的预计发布日期。

第16条 .0 7：参与条件

一般要求

1. 若采购实体要求供应商满足注册、资格或其他要求或参与独立程序的参与条件，以参与本章节涵盖的采购，采购实体应发布邀请供应商申请参与的公告。采购实体应提前足够时间发布公告，以便感兴趣的供应商有充足时间准备和

submit applications and to provide the procuring entity with sufficient time to evaluate and make its determination based on those applications.

2. A procuring entity shall limit conditions for participation in a procurement covered by this Chapter to those that are essential to ensure that a supplier has the legal and financial capacity and the commercial and technical ability to undertake the relevant procurement.

3. In establishing the conditions for participation, a procuring entity:

a. shall not impose the condition that, in order for a supplier to participate in a procurement, the supplier has previously been awarded a contract by a procuring entity of a Party; and

b. may require relevant prior experience if essential to meet the requirements of the procurement.

4. In assessing whether a supplier satisfies the conditions for participation, a procuring entity shall:

a. evaluate the financial capacity and the commercial and technical abilities of a supplier on the basis of that

提交申请，并为采购实体提供足够时间评估并根据这些申请作出决定。

2. 采购实体应将本章涵盖的采购参与条件限制在确保供应商具备履行相关采购所需的法律和财务能力以及商业和技术能力的必要范围内。

3. 在设定参与条件时，采购实体应：

a. 不得设定要求供应商必须曾获得缔约方采购实体合同才能参与采购的条件；且

b. 若对满足采购要求至关重要，可要求提供相关先前经验。

4. 在评估供应商是否符合参与条件时，采购实体应：

a. 依据该供应商在采购实体所属缔约方领土内外的商业活动，评估其财务能力及商业和技术能力

supplier's business activities inside and outside the territory of the Party of the procuring entity; and

b. base its evaluation on the conditions that the procuring entity has specified in advance in its notices or tender documentation.

5. In assessing whether a supplier satisfies the conditions for participation, a procuring entity shall recognize as qualified all domestic suppliers and suppliers of the other Party that satisfy the conditions for participation.

Multi-use Lists

1. A procuring entity may establish or maintain a multi-use list of suppliers, provided that a notice inviting interested suppliers to apply for inclusion on the list is:

- a. published annually; and
- b. where published by electronic means, made available continuously.

2. The notice referred to in paragraph 6 must include:

- a. a description of the good or service, or category thereof, for which the list may be used;

供应商在采购实体所属缔约方领土内外的商业活动；以及b. 根据采购实体事先在其公告或招标文件中规定的条件进行评估。

5. 在评估供应商是否满足参与条件时，采购实体应承认所有满足参与条件的国内供应商及另一方供应商均具备资质。

多用名单

1. 采购实体可建立或维护供应商多用名单，前提是邀请有意向的供应商申请加入名单的公告满足以下条件：

- a. 每年发布一次；且b. 若以电子方式发布，则需持续保持可获取状态。

2. 第6款所述公告必须包含：

- a. 可适用清单的商品或服务或其类别的描述；

- b. *the conditions for participation to be satisfied by suppliers and the methods that the procuring entity will use to verify that a supplier satisfies those conditions;*
- c. *the name and address of the procuring entity and other information necessary to contact the procuring entity and to obtain relevant documents relating to the list;*
- d. *the period of validity of the list, the means for its renewal or termination, or, if the period of validity is not provided, an indication of the method by which notice will be given of the termination of the list; and*
- e. *an indication that the list may be used for procurement covered by this Chapter.*

3. *A procuring entity shall allow suppliers to apply at any time for inclusion on a multi-use list and shall include on the list all qualified suppliers within a reasonably short time.*

Selective Tendering

- 1. *If a procuring entity intends to use selective tendering, the procuring entity shall:*

- b. 供应商需满足的参与条件，以及采购实体将用于验证供应商是否符合这些条件的方法；
- c. 采购实体的名称和地址以及其他联系采购实体和获取与名单相关文件所需的信息；
- d. 名单的有效期、更新或终止的方式，或如未提供有效期，则说明将如何发布名单终止的公告；以及
- e. 说明该名单可用于本章节所涵盖的采购。

3. 采购实体应允许供应商随时申请加入多用名单，并应在合理短时间内将全部合格供应商纳入名单。

选择性招标

- 1. 如果采购实体打算采用选择性招标，采购实体应：

- *publish a notice inviting suppliers to apply for participation in the procurement giving sufficient time for interested suppliers to prepare and submit applications and for the procuring entity to evaluate and make its determinations based on those applications; and*
- *allow all domestic suppliers and suppliers of the other Party that the entity has determined satisfy the conditions for participation to submit a tender, unless in the notice of intended procurement or, if publicly available, in the tender documentation, the procuring entity has stated a limitation on the number of suppliers that will be permitted to tender and the criteria for this limitation.*

Information on Procuring Entity Decisions

1. *A procuring entity shall promptly inform a supplier that submits an application for participation in a procurement or for inclusion on a multi-use list of the procuring entity's decision with respect to the application.*
2. *If a procuring entity:*

- 发布邀请供应商通知，邀请供应商申请参与采购，给予感兴趣的供应商足够的时间准备和提交申请，并给予采购实体足够的时间评估并根据这些申请做出决定；以及
- 允许所有国内供应商及该实体已确定符合参与条件的另一方供应商提交投标，除非在拟采购通知中或（若公开可获取）招标文件中，采购实体已声明将允许投标的供应商数量限制及该限制标准。

采购实体决定信息

1. 采购实体应迅速通知提交采购参与申请或多用途清单加入申请的供应商其关于该申请的决定。
2. 如果采购实体：

- a. rejects a supplier's application for participation in a procurement or an application for inclusion on a multi-use list,
- b. ceases to recognize a supplier as qualified, or
- c. removes a supplier from a multi-use list,

the procuring entity shall promptly inform the supplier and, on request of the supplier, promptly provide the supplier with a written explanation of the reasons for its decision.

1. If there is supporting evidence, a procuring entity may exclude a supplier on grounds such as:

- a. bankruptcy;
- b. false declarations; or
- c. significant or persistent deficiencies in performance of a substantive requirement or of an obligation under a prior contract.

2. A procuring entity of a Party shall not adopt or maintain a registration system or qualification procedure with the purpose or the effect of creating an unnecessary obstacle to the participation of a supplier of the other Party in its procurement.

- a. 拒绝供应商参与采购的申请或加入多用名单的申请,
- b. 不再认可某供应商的资质, 或c. 将某供应商从多用名单中移除,

采购实体应立即通知该供应商, 并根据供应商的请求, 迅速向其提供书面解释说明其决定的原因。

1. 若有支持证据, 采购实体可基于以下理由排除供应商:

- a. 破产; b. 虚假声明; 或c. 在履行实质性要求或先前合同义务时存在重大或持续缺陷。

2. 一缔约方的采购实体不得采用或维持注册系统或资格程序, 以制造或产生对另一方供应商参与其采购的不必要障碍为目的或效果。

Article 16.08: Technical Specifications and Tender Documentation

Technical Specifications

1. A procuring entity shall not prepare, adopt, or apply a technical specification or prescribe a conformity assessment procedure with the purpose or the effect of creating an unnecessary obstacle to international trade between the Parties.
2. In prescribing the technical specifications for a good or service being procured, a procuring entity shall, where appropriate:
 - a. specify the technical specification in terms of performance and functional requirements, rather than design or descriptive characteristics; and
 - b. base the technical specification on an international standard, if it exists; otherwise, on a national technical regulation, recognized national standard or building code.
3. A procuring entity shall not prescribe a technical specification requiring or referring to a particular trademark or trade name, patent, copyright, design, type, specific origin, producer or supplier, unless there is no other sufficiently precise or intelligible way of describing the procurement requirement

第16.08条：技术规格与招标文件

技术规格

1. 采购实体不得制定、采用或实施技术规格，或规定合格评定程序，以制造或产生对缔约方间国际贸易的不必要障碍为目的或效果。
2. 采购实体在制定拟采购商品或服务的技术规格时，应酌情：
 - a. 以性能和功能要求而非设计或描述性特征来规定技术规格；及
 - b. 若存在国际标准，应以该标准为基础制定技术规格；若无，则应以国家技术法规、公认的国家标准或建筑规范为依据。
3. 采购实体不得规定技术规格要求或提及特定商标或商号、专利、版权、设计、类型、特定来源、生产商或供应商，除非没有其他足够精确或明确的方式来描述采购要求

provided that, in those cases, the procuring entity includes words such as “or equivalent” in the tender documentation.

- 4. A procuring entity shall not seek or accept, in a manner that would have the effect of precluding competition, advice that may be used in the preparation or adoption of a technical specification for a specific procurement covered by this Chapter from a person that may have a commercial interest in the procurement.*
- 5. A procuring entity may, in accordance with this Article, prepare, adopt or apply a technical specification to promote the conservation of natural resources or protect the environment.*

Tender Documentation

- 1. A procuring entity shall make available to suppliers tender documentation that includes all information necessary to permit suppliers to prepare and submit responsive tenders. Unless already provided in the notice of intended procurement, that documentation shall include a complete description of:*
 - a. the procurement, including the nature and the quantity of the good or service to be procured or, if the quantity is not known, the estimated quantity and any requirements*

在此类情况下，采购实体应在招标文件中加入“或同等物”等字样。

- 4. 采购实体不得以可能排除竞争的方式寻求或接受可能用于编制或采用本章所涵盖特定采购技术规格的建议，该建议可能来自对采购具有商业利益的个人。
- 5. 采购实体可根据本条准备、采用或应用技术规格，以促进自然资源保护或环境保护。

招标文件

- 1. 采购实体应向供应商提供包含所有必要信息的招标文件，以便供应商准备和提交响应性投标。除非拟采购通知中已包含，否则该文件应包括以下完整描述：
 - a. 采购，包括拟采购商品或服务的性质和数量，或若数量未知，则包括估计数量及任何要求

to be fulfilled, including any technical specification, conformity assessment certification, plan, drawing or instructional material;

b. any condition for participation of a supplier, including a list of information and documents that suppliers are required to submit in connection with the conditions for participation;

c. all evaluation criteria to be considered in the awarding of the contract, and the relative importance of that criteria, except where price is the sole criterion;

d. where there will be a public opening of tenders, the date, time and place for the opening of tenders; and

e. any other terms or conditions relevant to the evaluation of tenders.

2. A procuring entity shall promptly reply to a reasonable request for relevant information by a supplier participating in a procurement covered by this Chapter, except that the procuring entity shall not make available information with regard to a specific procurement in a manner that would give the requesting supplier an advantage over its competitors in the procurement.

需满足的条件，包括任何技术规格、符合性评估认证、计划、图纸或教学材料；

b. 供应商的任何参与条件，包括供应商需提交的与参与条件相关的信息和文件清单；

c. 合同授予时需考虑的所有评估标准及其相对重要性，但价格作为唯一标准的情况除外；

d. 若需进行公开开标，则列明开标的日期、时间和地点；及

e. 与投标评估相关的任何其他条款或条件。

2. 采购实体应及时回复参与本章节所涵盖采购的供应商对相关信息提出的合理请求，但采购实体不得以会使请求供应商在采购中获得优于其竞争对手的方式提供有关特定采购的信息。

Modifications

1. If, prior to the award of a contract, a procuring entity modifies the criteria or requirements set out in the notice of intended procurement or tender documentation provided to participating suppliers, or amends or reissues a notice or tender documentation, it shall transmit in writing that modified, amended or re-issued notice or tender documentation:
 - a. to all suppliers that are participating in the procurement at the time of the modification, amendment or re-issuance, where those suppliers are known to the procuring entity, and, in all other cases, in the same manner as the original information was made available; and
 - b. in adequate time to allow those suppliers to modify and submit amended tenders, as appropriate.

Article 16.09: Time Limits for the Submission of Tenders

1. A procuring entity shall provide suppliers sufficient time to submit applications to participate in a procurement covered by

修改

1. 若采购实体在合同授予前修改拟采购通知或提供给参与供应商的招标文件中列明的标准或要求，或修订或重新发布通知或招标文件，该实体应以书面形式传递经修改、修订或重新发布的通知或招标文件：
 - a. 向所有在修改、修正或重新发布时参与采购的供应商（若采购实体已知这些供应商），以及其他情况下，以原始信息发布的相同方式；以及
 - b. 给予足够时间，以便这些供应商酌情修改并提交修正后的投标。

第16条：投标提交时限

1. 采购实体应给予供应商充足的时间提交参与申请，以参与本章节涵盖的采购

this Chapter and prepare and submit responsive tenders, taking into account the nature and complexity of the procurement.

Deadlines

1. *Except as provided for in paragraphs 3 and 4, a procuring entity shall establish that the final date for the submission of tenders is not less than 40 days from the date on which:*
 - a. *in the case of open tendering, the notice of intended procurement is published; or*
 - b. *in the case of selective tendering, the procuring entity notifies suppliers that they will be invited to submit tenders, whether or not it uses a multi-use list.*
2. *A procuring entity may reduce by 5 days the time limit established under paragraph 2 for the submission of tenders, for each one of the following circumstances:*
 - a. *the notice of intended procurement is published by electronic means;*
 - b. *all the tender documentation is made available by electronic means from the date of the publication of the notice of intended procurement; and*

并准备和提交响应性投标，同时考虑采购的性质和复杂性。

截止日期

- 1.除第3段和第4段规定的情形外，采购实体应确保投标提交的截止日期不早于以下日期起40天：
 - a. 在公开招标情况下，拟采购通知发布的日期；或b. 在选择性招标情况下，采购实体通知供应商将受邀提交投标的日期，无论其是否使用多用名单。
2. 对于第2段确立的投标提交时间限制，采购实体可针对以下每种情况缩短5天：
 - a. 拟采购通知通过电子方式发布；b. 所有招标文件自拟采购通知发布之日起通过电子方式提供；且

c. the procuring entity accepts tenders by electronic means.

3. A procuring entity may establish a time limit of less than 40 days for the submission of tenders provided that the time given to suppliers is sufficient to enable them to prepare and submit responsive tenders, but not less than 10 days before the final date for the submission of tenders, if:

a. the procuring entity published a separate notice containing the information specified in Article 16.06(3) at least 40 days and not more than 12 months in advance, and such separate notice contains a description of the procurement, the relevant time limits for the submission of tenders, or, if applicable, applications for participation, and the address from which documents relating to the procurement may be obtained;

b. there is a second or subsequent publication of notices for procurement of a recurring nature;

c. the procuring entity procures a commercial good or service; or

d. a state of urgency duly substantiated by the procuring entity renders impracticable the time limits specified in paragraph 2 or, if applicable, paragraph 3.

c. 采购实体接受通过电子方式提交的投标。

3. 采购实体可将投标提交时限设定为少于40天，前提是给予供应商的时间足以使其准备和提交响应性投标，但不得早于投标提交截止日期前10天，若符合以下条件：

a. 采购实体提前至少40天且不超过12个月发布了包含第16.06(3)条所述信息的单独通知，且该单独通知包含采购说明、投标提交的相关时间限制（如适用则为参与申请时间），以及获取采购相关文件的地址；

b. 针对重复性质的采购进行了第二次或后续的通知发布；

c. 采购实体采购的是商业商品或服务；或

d. 采购实体充分证实的紧急状态使得第2段或（如适用）第3段规定的时间限制无法实施。

Article 16.10: Limited Tendering

- 1. *Provided that a procuring entity does not use this provision to avoid competition among suppliers, to protect domestic suppliers, or in a manner that discriminates against suppliers of the other Party, the procuring entity may contact a supplier of its choice and may choose not to apply Articles 16.06, 16.07, 16.08, 16.09 and 16.11 only under the following circumstances, if:*
 - a. *the requirements of the tender documentation are not substantially modified and:*
 - i. *no tenders were submitted or no suppliers applied to participate in a procurement covered by this Chapter,*
 - ii. *no tenders that conform to the essential requirements of the tender documentation were submitted,*
 - iii. *no suppliers satisfied the conditions for participation, or*
 - iv. *the tenders submitted have been collusive;*

第16.10条：有限招标

- 1. 只要采购实体不利用本条款规避供应商之间的竞争、保护国内供应商或以歧视另一方供应商的方式行事，采购实体可在下列情况下选择联系其选定的供应商，并选择不适用第16.06、16.07、16.08、16.09和16.11条：
 - a. 招标文件的要求未发生实质性修改且：
 - i. 未收到任何投标或没有供应商申请参与本章节涵盖的采购，
 - ii. 未收到符合招标文件基本要求的投标，
 - iii. 没有供应商满足参与条件，或
 - iv. 提交的投标存在串通行为；

b. *the procurement can be carried out only by a particular supplier and a reasonable alternative or substitute does not exist because:*

- i. *the requirement is for a work of art,*
- ii. *a good or service being procured is protected by a patent, copyright or another exclusive right, or*
- iii. *of the absence of competition for technical reasons;*

c. *for additional deliveries by the original supplier of a good or service that was not included in the initial procurement, a change of supplier for that additional good or service:*

- i. *cannot be made for economic or technical reasons, such as requirements of interchangeability or interoperability with existing equipment, software, services or installations procured under the initial procurement, and*
- ii. *would cause significant inconvenience or substantial duplication of costs to the procuring entity;*

d. *the good is purchased on a commodity market;*

b. 采购只能由特定供应商实施且不存在合理替代品，原因如下：

- i. 需求涉及艺术品，
- ii. 所采购的商品或服务受专利、版权或其他专有权保护，或
- iii. 由于技术原因缺乏竞争；

c. 对于原供应商提供的未包含在初始采购中的商品或服务的额外交付，更换该额外商品或服务的供应商：

- i. 出于经济或技术原因无法实现，例如与初始采购中获得的现有设备、软件、服务或设施在互换性或互操作性方面的要求，且

- ii. 将给采购实体造成重大不便或成本大幅增加；

d. 该商品购自商品市场；

- e. *a procuring entity procures a prototype or a first good or service that is developed at its request in the course of, and for, a particular contract for research, experiment, study or original development; original development of a first good or service may include limited production or supply in order to incorporate the results of field testing and to demonstrate that the good or service is suitable for production or supply in quantity to acceptable quality standards, but does not include quantity production, or supply to establish commercial viability, or to recover research and development costs;*
- f. *insofar as is strictly necessary, for reasons of extreme urgency brought about by events unforeseeable by the procuring entity, the good or service could not be obtained in time using open tendering or selective tendering;*
- g. *a contract is awarded to a winner of a design contest provided that:*
 - i. *the contest has been organized in a manner that is consistent with the principles of this Chapter, in particular relating to the publication of a notice of intended procurement, and*

e. 采购实体采购原型或首批货物或服务，该货物或服务是在特定研究、实验、研究或原创开发合同过程中应其要求开发的；首批货物或服务的原创开发可包括有限生产或供应，以纳入现场测试结果并证明该货物或服务适合批量生产或供应至可接受的质量标准，但不包括批量生产或供应以确立商业可行性或回收研发成本；

f. 仅限于因采购实体无法预见的极端紧急情况，导致无法通过公开招标或选择性招标及时获取商品或服务时；

g. 合同授予设计竞赛获胜者，但须满足以下条件：

i. 竞赛的组织方式符合本《章节》的原则，特别是关于发布拟采购通知的规定，且

ii. the participants are judged by an independent jury with a view to a design contract being awarded to a winner;

h. a procuring entity needs to procure a consulting service regarding matters of a confidential nature, the disclosure of which could reasonably be expected to compromise government confidences, cause economic disruption or similarly be contrary to the public interest; and

i. an additional construction service that was not included in the initial contract but that is within the objectives of the original tender documentation has become necessary, due to unforeseeable circumstances, to complete the construction service described in the original tender documentation; however the total value of all contracts awarded for additional services may not exceed 50% of the total amount of the initial contract.

2. A procuring entity shall prepare a report in writing on each contract awarded under paragraph 1. The report shall include the name of the procuring entity, the value and kind of good or service procured, and a statement indicating the circumstances

ii. 参与者由独立评审团评判，旨在将设计合同授予获胜者；

h. 采购实体需要采购涉及机密性质事项的咨询服务，披露该等信息可能合理预期会损害政府机密、造成经济破坏或类似地违背公共利益；以及

i. 由于不可预见的情况，为完成原始招标文件中描述的建筑服务，必须采购初始合同中未包含但符合原始招标文件目标的额外建设服务；但为额外服务授予的所有合同总价值不得超过初始合同总金额的50%。

2. 采购实体应以书面形式就根据第1款授予的每份合同编写报告。报告应包括采购实体名称、所采购商品或服务的价值和种类，以及一份说明情况的声明

and conditions described in paragraph 1 that justified the use of limited tendering.

Article 16.11: Treatment of Tenders and Awarding of Contracts

Treatment of Tenders

1. A procuring entity shall receive, open and treat all tenders under procedures that guarantee the fairness and impartiality of the procurement process and the confidentiality of tenders.
2. A procuring entity shall treat tenders in confidence until at least the opening of the tenders.
3. If a procuring entity provides a supplier with an opportunity to correct unintentional errors of form between the opening of tenders and the awarding of the contract, the procuring entity shall provide the same opportunity to all participating suppliers.

Awarding of Contracts

1. To be considered for award, a tender must be submitted in writing by a supplier that satisfies the conditions for participation and must, at the time of opening, comply with the

以及第1款中描述的证明采用有限招标合理性的条件。

第16.11条：投标的处理和合同的授予

投标的处理

1. 采购实体应按照确保采购过程的公平和公正以及投标的保密性的程序接收、开启和处理所有投标。
2. 采购实体至少在开标前应对投标保密。
3. 如果采购实体在开标和合同授予之间为供应商提供了纠正非故意的形式错误的机会，采购实体应向所有参与的供应商提供相同的机会。

合同的授予

1. 要获得中标考虑，投标必须以书面形式由满足参与条件的供应商提交，并且在开标时必须符合

essential requirements of the notices and tender documentation.

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

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

3. A procuring entity shall not use options, cancel a procurement or modify awarded contracts in a manner that circumvents the obligations in this Chapter.

Information Provided to Suppliers

1. A procuring entity shall promptly inform suppliers participating in the procurement of the entity's contract award decisions and, on request, shall do so in writing. Subject to Article 16.12, a procuring entity shall, on request, provide an unsuccessful supplier with an explanation of the reasons why the

公告和招标文件的基本要求。

2. 除非采购实体认定授予合同不符合公共利益，否则应将合同授予采购实体认定完全有能力履行合同且仅根据公告和招标文件中规定的评估标准提交以下投标的供应商：

- a. 最有利投标；或b. 在价格作为唯一标准时，最低价格。

3. 采购实体不得以规避本章节义务的方式使用选项、取消采购或修改已授予合同。

向供应商提供的信息

1. 采购实体应及时告知参与采购的供应商其合同授予决定，并在要求时以书面形式提供。根据第16.12条，采购实体应在要求时向未中标供应商提供原因说明，解释为何

procuring entity did not select its tender and the relative advantages of the successful supplier's tender.

Publication of Award Information

1. *Within 72 days of an award, a procuring entity shall publish in electronic or paper form in an officially designated publication, a notice including the following information about the contract:*
- the name and address of the procuring entity;*
 - a description of the goods or services procured;*
 - the date of award;*
 - the name and address of the successful supplier;*
 - the contract value; and*
 - the procurement method used and, when a procedure has been used pursuant to Article 16.10(1), a description of the circumstances justifying the use of that procedure.*

Maintenance of Records

1. *A procuring entity shall maintain reports and records of tendering procedures relating to procurements covered by this Chapter, including the reports provided for in Article 16.10(2),*

采购实体未选择其投标以及中标供应商投标的相对优势。

中标信息公布

1. 采购实体应在中标后72天内，以电子或纸质形式在官方指定出版物上发布公告，公告内容包括以下合同信息：
- 采购实体的名称和地址；所采购货物或服务的描述；中标日期；中标供应商的名称和地址；合同金额；以及所使用的采购方法，以及当依据第16.10(1)条使用某一程序时，说明使用该程序的正当情况。
 -
 -
 -
 -

记录保存

1. 采购实体应保存本章节涵盖的采购相关招标程序的报告和记录，包括第16.10(2)条规定的报告，

and shall retain such reports and records for a period of at least 3 years after the award of a contract.

Article 16.12: Disclosure of Information

Provision of Information to a Party

- 1. On request of the other Party, a Party shall promptly provide information necessary to determine whether a procurement was conducted fairly, impartially and in accordance with this Chapter, including information on the characteristics and relative advantages of the successful tender. In cases where release of the information would prejudice competition in future tenders, the Party that receives that information shall not disclose it to a supplier without the consent of the Party that provided the information.*

Non-Disclosure of Information

- 1. Notwithstanding any other provision of this Chapter, a Party, including its procuring entities, may not provide information to a particular supplier that might prejudice fair competition between suppliers.*

并应将此类报告和记录自合同授予之日起至少保存3年。

第16.12条：信息披露

向一方提供信息

1. 应另一方请求，一方应及时提供必要信息以确定采购是否公平、公正且符合本章节规定，包括成功投标的特性及相对优势信息。若信息发布将损害未来投标的竞争，接收信息的一方未经提供信息方同意，不得向供应商披露该信息。

非信息披露

1. 不论本章节有何其他规定，缔约方（包括其采购实体）不得向特定供应商提供可能损害供应商间公平竞争的信息。

2. A Party, including its procuring entities, administrative authorities and judicial authorities, is not required under this Chapter to release confidential information if the release:

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

Article 16.13: Domestic Review Procedures

1. For the purposes of this Article, “challenge” means a challenge by a supplier arising in the context of a procurement covered by this Chapter in which the supplier has, or has had, an interest.
2. Each Party shall ensure that its procuring entities give impartial and timely consideration to a complaint from a supplier regarding an alleged breach of measures implementing this Chapter arising in the context of a procurement covered by this Chapter in which the supplier has, or has had, an interest. Each Party shall encourage suppliers to seek clarification from its

2. 根据本章节规定，缔约方（包括其采购实体、行政当局及司法当局）无需披露机密信息，若该披露行为：

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

第16条 .1 3：国内审查程序

1. 就本条而言，“质疑”指供应商在本章节所涵盖的采购过程中提出或曾提出的质疑，且该供应商在该采购中具有或曾具有利益。
2. 每一缔约方应确保其采购实体公正及时地考虑供应商就本章所涵盖的采购中出现的涉嫌违反实施本章的措施提出的投诉，且该供应商在该采购中具有或曾经具有利益。每一缔约方应鼓励供应商向其

procuring entities through discussions with a view to facilitating the resolution of a complaint.

3. *Each Party shall establish or designate at least one impartial administrative or judicial authority that is independent of its procuring entities to receive and review a challenge.*

4. *Each Party shall ensure that an authority it establishes or designates under paragraph 3 has written procedures that are generally available. Each Party shall ensure that those procedures are timely, effective, transparent, non-discriminatory and provide that:*

a. *the procuring entity shall respond in writing to the challenge and disclose all relevant documents to the review body;*

b. *the participants in the challenge have:*

i. *the right to be heard prior to the review body making a decision on the challenge,*

ii. *the right to be represented and accompanied,*

iii. *access to all challenge proceedings, and*

iv. *the right to request that the proceedings take place in public and that witnesses may be presented;*

采购实体寻求澄清，通过讨论以期促进投诉的解决。

3. 每一缔约方应设立或指定至少一个独立于其采购实体的公正的行政或司法机构，以接收和审查质疑。

4. 每一缔约方应确保其根据第3段设立或指定的机构拥有普遍可用的书面程序。每一缔约方应确保这些程序及时、有效、透明、非歧视，并规定：

a. 采购实体应以书面形式回应质疑，并向审查机构披露所有相关文件；

b. 质疑的参与者拥有：

i. 在审查机构就质疑作出决定前有听证的权利，ii. 有被代表和陪同的权利，iii. 可参与所有质疑程序，以及iv. 有权要求程序公开进行并可传唤证人；

c. a decision or recommendation relating to a challenge be provided in a timely manner, in writing and with an explanation of the basis for the decision or recommendation; and

d. each supplier be allowed a sufficient period of time to prepare and submit a challenge, which must be at least 10 days from the time when the basis of the challenge became known to the supplier or reasonably should have become known to the supplier.

5. Each Party shall provide that an authority it establishes or designates under paragraph 3 has authority to take interim measures to preserve the supplier's opportunity to participate in the procurement. Those interim measures may result in a suspension of the procurement process. The procedures for taking interim measures may provide that overriding adverse consequences for the interests concerned, including the public interest, may be taken into account when deciding whether such measures should be applied.

6. Each Party shall ensure that a supplier's submission of a challenge will not prejudice the supplier's participation in ongoing or future procurements.

c. 与质疑相关的决定或建议应以及时的方式、以书面形式提供，并附有该决定或建议的依据解释；以及

d. 每一供应商应被允许有足够的时间准备和提交质疑，该时间自供应商知晓或理应知晓质疑依据之日起不得少于10天。

5. 每一缔约方应确保其根据第3段设立或指定的机构有权采取临时措施，以维护供应商参与采购的机会。此类临时措施可能导致采购过程的暂停。采取临时措施的程序可规定，在决定是否适用此类措施时，可考虑对相关利益（包括公共利益）造成的压倒性的不利后果。

6. 每一缔约方应确保供应商提交质疑不会损害该供应商参与当前或将来的采购。

7. If a body other than an authority referred to in paragraph 2 initially reviews a challenge, the Party shall ensure that the supplier may appeal the initial decision to an impartial administrative or judicial authority that is independent of the procuring entity whose procurement is the subject of the challenge.

Article 16.14: Modifications and Rectifications to Coverage

1. A Party may modify an Annex to this Chapter.
2. When a Party modifies an Annex to this Chapter, the Party shall:
 - a. notify the other Party in writing; and
 - b. include in the notification a proposal of appropriate compensatory adjustments to the other Party to maintain a level of coverage comparable to that existing prior to the modification.
3. Notwithstanding paragraph 2(b), a Party need not provide compensatory adjustments if:

7. 若非第2段所述机构最初审查质疑，缔约方应确保供应商可就初步决定向独立于涉诉采购实体的公正行政或司法机构提出上诉。

第16.14条：覆盖范围的修改和更正

1. 缔约方可修改本章节的附件。
2. 当缔约方修改本章节的附件时，该缔约方应：
 - a. 以书面形式通知另一方；b. 在通知中包含对另一方的适当补偿性调整提议，以保持与修改前相当的覆盖水平。
3. 尽管有第2段(b)项的规定，缔约方无需提供补偿性调整，如果：

- a. the modification in question is a minor adjustment or rectification of a purely formal nature; or
- b. the proposed modification covers an entity over which the Party has effectively eliminated its control or influence.

4. If the other Party disputes that:

- a. an adjustment proposed under paragraph 2(b) is adequate to maintain a comparable level of mutually decided coverage,
- b. the proposed modification is a minor adjustment or a rectification under paragraph 3(a), or
- c. the proposed modification covers an entity over which the Party has effectively eliminated its control or influence under paragraph 3(b),

it shall object in writing within 30 days of receipt of the notification referred to in paragraph 1 or be deemed to have accepted the adjustment or proposed modification, including for the purposes of Chapter Twenty -Two (Dispute Settlement).

Article 16.15: Committee on Procurement

- a. 所涉修改属于微小调整或纯形式性质的纠正；或b. 拟议修改涉及的实体，缔约方已实际消除对其控制或影响。

4. 若另一方提出异议：

- a. 根据第2段(b)项提议的调整不足以维持共同决定的覆盖范围的相当水平，
- b. 提议的修改不符合第3段(a)项规定的微小调整或纠正，或c. 提议的修改涉及缔约方根据第3段(b)项已有效消除控制或影响的实体，

该方应在收到第1款所述通知后30天内以书面形式提出反对，否则将被视为已接受调整或拟议修改，包括为第二十二章（争端解决）之目的。

第16条 .1 5：采购委员会

The Parties hereby establish a Committee on Procurement to address matters related to the implementation of this Chapter with a view to maximizing access to government procurement, including with respect to facilitating participation by small and medium enterprises in the government procurement market of the other Party.

Article 16.16: Further Negotiations

- 1. If, after the entry into force of the provisions of this Chapter, a Party enters into another international agreement containing different procurement procedures and practices, including the introduction of shorter bid periods, a Party shall, if the other Party so requests, enter into negotiations to harmonize this Chapter with that international agreement.*
- 2. If, after the entry into force of the provisions of this Chapter, a Party enters into another international agreement providing greater access to its procurement market than is provided under this Chapter, including with respect to sub - national government procurement, on the request of either Party, the Parties may decide to enter into negotiations with a view to achieving a level of market access under this Chapter equivalent to that of the other international agreement.*

缔约方特此设立采购委员会，处理与本章实施相关的事项，以期最大限度地获得政府采购机会，包括促进中小企业参与另一方政府采购市场。

第16.16条：进一步谈判

1. 若本章节条款生效后，一缔约方加入另一包含不同采购程序和实践（包括引入较短的投标期）的国际协议，则该缔约方应在另一方提出请求时，启动谈判以使本章节与该国际协议相协调。
2. 若本章节条款生效后，任一缔约方签订另一项国际协议，为其采购市场（包括次国家级政府采购）提供比本章节更优的准入条件，则经任一缔约方请求，缔约方可决定启动谈判，以期使本章节下的市场准入水平与该国际协议相当。

Article 16.17: Information Technology

The Parties, to the extent possible, shall endeavour to use electronic means of communication to efficiently disseminate information on government procurement, particularly regarding tender opportunities offered by procuring entities, while respecting the principles of transparency and non-discrimination.

Text of the Canada–Panama Free trade agreement – Chapter sixteen: Government procurement – Schedule of Canada

Annex 1: Central Level Entities

Thresholds

- CAD 76,600 - **Goods** covered in Annex 4
- CAD 76,600 - **Services** covered in Annex 5
- CAD 8,500,000 - **Construction Services** covered in Annex 6
- 1. Atlantic Canada Opportunities Agency
- 2. Canada Border Services Agency
- 3. Canada Employment Insurance Commission
- 4. Canada Industrial Relations Board
- 5. Canada Revenue Agency
- 6. Canada School of Public Service
- 7. Canadian Centre for Occupational Health and Safety
- 8. Canadian Food Inspection Agency
- 9. Canadian Human Rights Commission
- 10. Canadian Institutes of Health Research
- 11. Canadian Intergovernmental Conference Secretariat
- 12. Canadian International Development Agency (on its own account)
- 13. Canadian International Trade Tribunal
- 14. Canadian Nuclear Safety Commission

第16.17条：信息技术

缔约方应尽可能努力采用电子通信手段高效传播政府采购信息，特别是采购实体提供的招标机会，同时遵循透明度与非歧视原则。

加拿大-巴拿马自由贸易协定文本-第十六章：政府采购-加拿大附录

附件1：中央级实体

门槛金额

- 76,600加元 - **货物**涵盖于附件4
- 76,600加元 - **服务**涵盖于附件5
- 8,500,000加元 - **建筑服务**涵盖于附件6
- 1. 加拿大大西洋机会署
- 2. 加拿大边境服务署
- 3. 加拿大就业保险委员会
- 4. 加拿大劳资关系委员会
- 5. 加拿大税务局
- 6. 加拿大公共服务学院
- 7. 加拿大职业健康与安全中心
- 8. 加拿大食品检验局
- 9. 加拿大人权委员会
- 10. 加拿大卫生研究院
- 11. 加拿大政府间会议秘书处
- 12. 加拿大国际开发署（独立账户）
- 13. 加拿大国际贸易法庭
- 14. 加拿大核安全委员会

- 15. Canadian Radio-television and Telecommunications Commission
- 16. Canadian Transportation Accident Investigation and Safety Board
- 17. Canadian Transportation Agency
- 18. Copyright Board of Canada
- 19. Correctional Service of Canada
- 20. Courts Administration Service
- 21. Department of Agriculture and Agri-Food
- 22. Department of Canadian Heritage
- 23. Department of Citizenship and Immigration
- 24. Department of Finance
- 25. Department of Fisheries and Oceans
- 26. Department of Foreign Affairs and International Trade
- 27. Department of Health
- 28. Department of Human Resources and Skills Development
- 29. Department of Indian Affairs and Northern Development
- 30. Department of Industry
- 31. Department of Justice
- 32. Department of National Defence
- 33. Department of Natural Resources
- 34. Department of Public Safety
- 35. Department of Public Works and Government Services (on its own account)
- 36. Department of the Environment
- 37. Department of Transport
- 38. Department of Veterans Affairs
- 39. Department of Western Economic Diversification
- 40. Director of Soldier Settlement
- 41. Director, The Veterans' Land Act
- 42. Economic Development Agency of Canada for the Regions of Quebec
- 43. Farm Products Council of Canada
- 44. Hazardous Materials Information Review Commission
- 45. Immigration and Refugee Board
- 46. Library and Archives Canada
- 47. Municipal Development and Loan Board
- 48. National Battlefields Commission
- 49. National Energy Board
- 50. National Parole Board

- 15. 加拿大广播电视及通讯委员会 16. 加拿大运输事故调查与安全委员会
- 17. 加拿大运输局 18. 加拿大版权委员会 19. 加拿大惩教署 20. 法院行政服务处
- 21. 农业及农业食品部 22. 加拿大遗产部 23. 公民及移民部 24. 财政部
- 25. 渔业及海洋部 26. 外交及国际贸易部 27. 卫生部 28. 人力资源及技能发展部
- 29. 印第安事务及北方发展部 30. 工业部 31. 司法部 32. 国防部
- 33. 自然资源部 34. 公共安全部 35. 公共工程及政府服务部（独立账户）
- 36. 环境部 37. 运输部 38. 退伍军人事务部 39. 西部经济多元化部 40. 士兵安置局局长
- 41. 退伍军人土地法主任 42. 加拿大魁北克地区经济发展署

- 43. 加拿大农产品委员会 44. 危险材料信息审查委员会
- 45. 移民及难民委员会 46. 加拿大图书档案馆 47. MunicipalDevelopment and Loan Board
- 48. 国家战场委员会 49. 国家能源委员会 50. 国家假释委员会

- 51. National Research Council of Canada
- 52. Natural Sciences and Engineering Research Council of Canada
- 53. Northern Pipeline Agency
- 54. Office of the Auditor General
- 55. Office of the Chief Electoral Officer of Canada
- 56. Office of the Commissioner for Federal Judicial Affairs
- 57. Office of the Commissioner of Official Languages
- 58. Office of the Coordinator, Status of Women
- 59. Office of the Governor General's Secretary
- 60. Office of the Superintendent of Financial Institutions
- 61. Offices of the Information and Privacy Commissioners of Canada
- 62. Parks Canada Agency
- 63. Patented Medicine Prices Review Board
- 64. Privy Council Office
- 65. Public Health Agency of Canada
- 66. Public Service Commission
- 67. Public Service Human Resources Management Agency of Canada
- 68. Public Service Labour Relations Board
- 69. Registry of the Competition Tribunal
- 70. Royal Canadian Mounted Police
- 71. Royal Canadian Mounted Police External Review Committee
- 72. Royal Canadian Mounted Police Public Complaints Commission
- 73. Social Sciences and Humanities Research Council
- 74. Statistics Canada
- 75. Statute Revision Commission
- 76. Supreme Court of Canada
- 77. Transportation Appeal Tribunal of Canada
- 78. Treasury Board Secretariat

Annex 2: Other Covered Entities

Thresholds

- CAD 383,300 - **Goods** covered in Annex 4
- CAD 383,300 - **Services** covered in Annex 5
- CAD 12,200,000 - **Construction Services** covered in Annex 6
- 1. Canada Post Corporation

- 51. 加拿大国家研究委员会 52. 加拿大自然科学与工程研究委员会 53. 北方管道局 54. 审计长办公室 55. 加拿大首席选举官办公室 56. 联邦司法事务专员办公室 57. 官方语言专员办公室 58. 妇女地位协调员办公室 59. 总督秘书办公室 60. 金融机构监管局 61. 加拿大信息与隐私专员办公室 62. 加拿大公园管理局 63. 专利药品价格审查委员会 64. 枢密院办公室 65. 加拿大公共卫生局 66. 公共服务委员会 67. 加拿大公共服务人力资源管理署 68. 公共服务劳资关系委员会 69. 竞争法庭登记处 70. 加拿大皇家骑警 71. 加拿大皇家骑警外部审查委员会 72. 加拿大皇家骑警公众投诉委员会 73. 社会科学与人文学研究委员会 74. 加拿大统计局 75. 法规修订委员会 76. 加拿大最高法院 77. 加拿大交通上诉法庭 78. 财政部秘书处

附件2：其他涵盖实体

门槛金额

- 383,300加元 - **货物**涵盖于附件4 383,300加元 - **服务**涵盖于附件5 12,200,000加元 - **建筑服务**涵盖于附件6
- 1. 加拿大邮政公司

- 2. Canada Science and Technology Museum
- 3. Canadian Museum of Civilization
- 4. Canadian Museum of Nature
- 5. Canadian Tourism Commission
- 6. Defence Construction (1951) Ltd.
- 7. National Capital Commission
- 8. National Gallery of Canada
- 9. Royal Canadian Mint
- 10. VIA Rail Canada Inc.

Notes to Annex 2

- 1. Article 16.12 (Disclosure of Information) applies to procurements by VIA Rail Canada Inc. and the Royal Canadian Mint, respecting the protection of the commercial confidentiality of information provided.
- 2. This Chapter does not cover procurement by or on behalf of the Royal Canadian Mint of direct inputs for use in minting anything other than Canadian legal tender.

Annex 3: Panama Canal Authority

Not applicable for Canada.

Annex 4: Goods

Section A – General Provisions

- 1. This Chapter covers all goods procured by the procuring entities listed in Annexes1 and 2, subject to the Notes to the respective annex, the General Notes, and paragraph 2.
- 2. For procurement by the Department of National Defence, the Royal Canadian Mounted Police and the Canadian Coast Guard, this Chapter covers only the goods listed in Section B, subject to Article 16.03(1).

Section B – List of Certain Goods

(The numbers refer to the Federal Supply Classification (FSC) document dated May 2005, which can be found on the [Federal Supply Class Reference Guide site](#).)

- 22. Railway equipment
- 23. Motor vehicles, trailers and cycles (except buses in 2310; and, except military trucks and trailers in 2320 and 2330 and tracked combat, assault and tactical vehicles in 2350 and wheeled combat, assault and tactical vehicles in 2355 formerly classified in 2320)

- 2. 加拿大科学技术博物馆 3. 加拿大文明博物馆 4. 加拿大自然博物馆 5. 加拿大旅游委员会
- 6. 国防建设（1951）有限公司 7. 国家首都委员会 8. 加拿大国家美术馆 9. 加拿大皇家造币厂 10. 加拿大维亚铁路公司

附件2注释

- 1. 第16.12条（信息披露）适用于加拿大维亚铁路公司和加拿大皇家造币厂的采购，涉及对所提供信息商业机密性的保护。2. 本章不涵盖加拿大皇家造币厂代表或为其进行的采购，这些采购涉及用于铸造除加拿大法定货币以外物品的直接投入材料。

附件3：巴拿马运河管理局

不适用于加拿大。

附件4：货物

A部分 – 一般规定

- 1. 本章涵盖附件1和2所列采购实体采购的所有商品，但须遵守各附件注释及一般说明和第2段的规定。2. 对于国防部、加拿大皇家骑警和加拿大海岸警卫队的采购，本章仅涵盖B部分所列商品，且须符合第16.03(1)条的规定。

B部分 – 特定商品清单

（编号参照2005年5月发布的联邦供应分类（FSC）文件，该文件可在[联邦供应分类参考指南网站](#)上查阅。）

- 22. 铁路设备
- 23. 机动车辆、拖车和自行车（2310类中的公共汽车除外；以及2320和2330类中的军用卡车和拖车除外，2350类中的履带式战斗、突击和战术车辆及2355类中的轮式战斗、突击和战术车辆除外，原属2320类）

24. Tractors
25. Vehicular equipment components
26. Tires and tubes
29. Engine accessories
30. Mechanical power transmission equipment
32. Woodworking machinery and equipment
34. Metal working machinery
35. Service and trade equipment
36. Special industry machinery
37. Agricultural machinery and equipment
38. Construction, mining, excavating and highway maintenance equipment
39. Materials handling equipment
40. Rope, cable, chain and fittings
41. Refrigeration and air conditioning equipment
42. Fire fighting, rescue and safety equipment (except 4220: Marine lifesaving and diving equipment; and 4230: Decontaminating and impregnating equipment)
43. Pumps and compressors
44. Furnace, steam plant, drying equipment and nuclear reactors
45. Plumbing, heating and sanitation equipment
46. Water purification and sewage treatment equipment
47. Pipe, tubing, hose and fittings
48. Valves
49. Maintenance and repair shop equipment
52. Measuring tools
53. Hardware and abrasives
54. Prefabricated structures and scaffolding
55. Lumber, millwork, plywood and veneer
56. Construction and building materials
61. Electric wire and power and distribution equipment
62. Lighting fixtures and lamps
63. Alarm and signal systems
65. Medical, dental and veterinary equipment and supplies
66. Instruments and laboratory equipment (except 6615: Automatic pilot mechanisms and airborne Gyro components; and 6665: Hazard detecting instruments and apparatus)
67. Photographic equipment
68. Chemicals and chemical products

24. 拖拉机 25. 车辆设备部件 26. 轮胎和内胎 29. 发动机配件 30. 机械动力传输设备 32. 木工机械和设备 34. 金属加工机械 35. 服务和贸易设备 36. 特殊行业机械 37. 农业机械和设备 38. 建筑、采矿、挖掘和公路维护设备 39. 物料搬运设备 40. 绳索、电缆、链条和配件 41. 制冷和空调设备

42. 消防、救援和安全设备（不包括4220：海上救生和潜水设备；以及4230：去污和浸渍设备）

43. 泵和压缩机
44. 炉子、蒸汽设备、干燥设备和核反应堆
45. 管道、供暖和卫生设备 46. 水净化和污水处理设备
47. 管道、管材、软管和配件 48. 阀门 49. 维护和修理车间设备 52. 测量工具 53. 五金和磨料 54. 预制结构和脚手架 55. 木材、木制品、胶合板和饰面板 56. 建筑和建筑材料 61. 电线和电力配电设备 62. 照明设备和灯具

63. 报警和信号系统
65. 医疗、牙科和兽医设备和用品
66. 仪器和实验室设备（不包括6615：自动驾驶仪机制及机载陀螺组件；以及6665：危险检测仪器和设备）

67. 摄影设备
68. 化学品和化学产品

- 69. Training aids and devices
- 70. General purpose automatic data processing equipment, software, supplies and support equipment (except 7010: Automatic Data Processing Equipment (ADPE)configurations)
- 71. Furniture
- 72. Household and commercial furnishings and appliances
- 73. Food preparation and serving equipment
- 74. Office machines, text processing system and visible record equipment
- 75. Office supplies and devices
- 76. Books, maps and other publications (except 7650: drawings and specifications)
- 77. Musical instruments, phonographs and hometype radios
- 78. Recreational and athletic equipment
- 79. Cleaning equipment and supplies
- 80. Brushes, paints, sealers and adhesives
- 81. Containers, packaging and packing supplies
- 85. Toiletries
- 87. Agricultural supplies
- 88. Live animals
- 91. Fuels, lubricants, oils and waxes
- 93. Nonmetallic fabricated materials
- 94. Nonmetallic crude materials
- 96. Ores, minerals and their primary products
- 99. Miscellaneous

Annex 5: Services

Section A – General Provisions

- 1. This Chapter covers all services procured by the procuring entities in Annex 1 and Annex 2, subject to paragraph 3 and Section B of this Annex.
- 2. Services are identified in accordance with the Common Classification System, which may be found on the [SICE North American Free Trade Agreement](#) web site.
- 3. Annex 6 applies to contracts for construction services.

Section B – Excluded Coverage by Major Service Category

Part I

- 69. 培训辅助设备和装置 70. 通用自动数据处理设备、软件、补充及支持设备（7010类除外：自动数据处理设备 (ADPE)配置） 71. 家具 72. 家用和商用家具及电器 73. 食品制备和供应设备 74. 办公机器、文本处理系统和可见记录设备 75. 办公用品和设备 76. 书籍、地图和其他出版物（7650类除外：图纸和规格） 77. 乐器、留声机和家用收音机 78. 娱乐和体育设备 79. 清洁设备和用品 80. 刷子、油漆、密封剂和粘合剂 81. 容器、包装和包装用品 85. 洗漱用品 87. 农业用品 88. 活体动物 91. 燃料、润滑剂、油和蜡 93. 非金属制造材料 94. 非金属原材料 96. 矿石、矿物及其初级产品 99. 杂项

附件5：服务

A部分 – 一般规定

- 1. 本章涵盖附件1和附件2所列采购实体所采购的所有服务，但须遵守本附件第3段及B部分的规定。
- 2. 服务项目根据通用分类系统进行标识，该系统可在SICE北美自由贸易协定网站上查阅。
- 3. 附件6适用于建筑服务合同。

B部分 – 按主要服务类别排除的覆盖范围

第一部分

This Chapter does not cover procurement of the following services by entities listed in Annex 1 and Annex 2:

A. Research and Development

All classes

B. Studies and Analysis – not R&D

B002 Animal and Fisheries Studies

B003 Grazing/Range Studies

B400 Aeronautic/Space Studies

B503 Medical and Health Studies

B507 Legal Studies (except advisory services on foreign law)

C. Architect and Engineering Services

C112 Airfield, Communication and Missile Facilities

C216 Marine Architect and Engineering Services

D. Information Processing and Related Telecommunications Services

D304 ADP Telecommunications and Transmission Services, except those classified as "enhanced or value-added services." Enhanced or value-added services means those telecommunications services employing computer processing applications that:

1. act on the format, content, code, protocol or similar aspects of a customer's transmitted information;
2. provide a customer with additional, different or restructured information; or
3. involve customer interaction with stored information.

For purposes of this provision, the procurement of "ADP Telecommunications and Transmission Services" does not include the ownership or furnishing of facilities for the transmission of voice or data services. This provision only extends to providers of enhanced or value-added services whose underlying telecommunications transmission facilities are leased from providers of public telecommunications transport networks.

D305 ADP Teleprocessing and Timesharing Services

D309 Information and Data Broadcasting or Data Distribution Services (except enhanced/value-added facsimile services, including store and forward, store and retrieve, and Code and protocol conversion)

D316 Telecommunications Network Management Services (except Electronic Data Interchange (EDI) Services)

D317 Automated News Service, Data Services, or Other Information Services. Buying data, the electronic equivalent of books, periodicals, newspapers, etc. (except enhanced/value-added electronic mail services; telecommunications - voice messaging; information retrieval services, database and automated news services)

本章不涵盖附件1和附件2所列实体对下列服务的采购:

A. 研究与开发

所有类别

B. 研究与分析（非研发）

B002 动物与渔业研究

B003 放牧/牧场研究

B400 航空/航天研究

B503 医疗与健康研究

B507 法律研究（外国法律咨询服务除外）

C. 建筑与工程服务

C112 机场、通信与导弹设施

C216 海洋建筑与工程服务

D. 信息处理和相关电信服务

D304ADP电信和传输服务，但不包括归类为“增强或增值服务”的项目。增强或增值服务指采用计算机处理应用的电信服务，其特点为：

1. 对客户传输信息的格式、内容、代码、协议或类似方面进行处理；2. 为客户提供附加的、不同的或重构的信息；或3. 涉及客户与存储信息的交互。

就本条款而言，“ADP电信和传输服务”的采购不包括语音或数据传输设施的拥有或提供。本条款仅适用于其基础电信传输设施从公共电信传输网络提供商处租赁的增强或增值服务提供商。

D305 ADP远程处理和分时服务

D309信息和数据广播或数据分发服务（不包括增强/增值传真服务，含存储和转发、存储和检索及代码和协议转换）

D316电信网络管理服务（不包括电子数据交换（EDI）服务）

D317自动化新闻服务、数据服务或其他信息服务。购买数据，即书籍、期刊、报纸等的电子等价物（不包括增强/增值电子邮件服务；电信-语音消息；信息检索服务、数据库和自动化新闻服务）

D399 Other ADP and Telecommunications Services (except enhanced/value-added CD-ROM services and micrographic services)	D399其他自动数据处理和电信服务（不包括增强/增值CD-ROM服务和缩微图形服务）
<i>F. Natural Resources Services</i>	F. 自然资源服务
F004 Land Treatment Practices Services (plowing/clearing, etc.).	F004 土地处理实践服务（犁地/清理等）。
F005 Range Seeding Services (ground equipment)	F005 范围播种服务（地面设备）
F006 Crop Services (including Seed Collection/Production Services)	F006 作物服务（包括种子收集/生产服务）
F011 Pesticides/Insecticides Support Services (except forestry and logging)	F011 杀虫剂/杀虫剂支持服务（除林业和伐木外）
F021 Veterinary/Animal Care Services (inc. livestock services)	F021 兽医/动物护理服务（含牲畜服务）
F029 Other Animal Care/Control Services	F029 其他动物护理/控制服务
F030 Fisheries Resources Management Services	F030 渔业资源管理服务
F031 Fish Hatchery Services	F031 鱼类孵化服务
F050 Recreation Site Maintenance Services (non-construction)	F050 休闲场所维护服务 (非建筑)
F059 Other Natural Resource and Conservation Services	F059 其他自然资源和保护服务
<i>G. Health and Social Service</i>	G. 健康和社会服务
All classes	所有类别
<i>H. Quality Control, Testing, Inspection and Technical Representative Services</i>	H. 质量控制、测试、检验和技术代表服务
Services for the departments and functions listed in Annex 7(1)(e) respecting FSC 36 (Special Industry Machinery), FSC 70 (Automatic Data Processing Equipment, Software Supplies and Support Equipment) and FSC 74 (Office Machines, Text Processing Systems and Visible Record Equipment)	为附件7(1)(e)所列部门和职能提供的服务，涉及联邦供应分类36（特殊行业机械）、联邦供应分类70（自动数据处理设备、软件供应和支持设备）及联邦供应分类74（办公机器、文本处理系统和可见记录设备）
FSC 58 (Communications, Detection, and Coherent Radiation Equipment)	联邦供应分类58（通信、检测和相干辐射设备）
Services with reference to transportation equipment	与运输设备相关的服务
<i>J. Maintenance, Repair, Modification, Rebuilding and Installation of Goods/Equipment</i>	J. 维护、修理、修改、重建和安装货物/设备
Services for the departments and functions listed in Annex 7(1)(e) respecting FSC 36 (Special Industry Machinery), FSC 70 (Automatic Data Processing Equipment, Software Supplies and Support Equipment) and FSC 74 (Office Machines, Text Processing Systems and Visible Record Equipment)	为附件7(1)(e)所列部门和职能提供的服务，涉及联邦供应分类36（特殊行业机械）、FSC 70（自动数据处理设备、软件供应和支持设备）及FSC 74（办公机器、文本处理系统和可见记录设备）
FSC 58 (Communications, Detection, and Coherent Radiation Equipment)	联邦供应分类58（通信、检测和相干辐射设备）
Services with reference to transportation equipment	与运输设备相关的服务
J019 Maintenance, Repair, Modification, Rebuilding and Installation of Equipment Related to Ships	J019 船舶相关设备的维护、修理、修改、重建和安装
J998 Non-nuclear Ship Repair	J998 非核船舶修理
<i>K. Custodial Operations and Related Services</i>	K. 监护运营及相关服务
K0 Personal Care Services	K0 个人护理服务
K105 Guard Services	K105 保安服务

K109 Surveillance Services
K115 Preparation and Disposal of Excess and Surplus Property

L. Financial and Related Services

All classes

M. Operation of Government-Owned Facilities

All facilities operated by:

- The Department of National Defence
- The Department of Transport
- The Department of Natural Resources and
- for all other departments: M180 and M140

R. Professional, Administrative and Management Support Services

R003 Legal Services (except advisory services on foreign law)
R004 Certifications and accreditations for Products and Institutions Other Than Educational Institutions
R007 Systems Engineering Services (with reference to transportation systems)
R012 Patent and Trade Mark Services
R101 Expert Witness
R102 Weather Reporting/Observation Services
R104 Transcription Services
R106 Post Office Services
R109 Translation and Interpreting Services (including sign language)
R114 Logistics Support Services (with respect to transportation and defence)
R116 Court Reporting Services
R117 Paper Shredding Services
R201 Civilian Personnel Recruitment (including services of employment agencies)

S. Utilities

All classes

T. Communications, Photographic, Mapping, Printing and Publication Services

All classes

U. Educational and Training Services

U010 Certifications and Accreditations for Educational Institutions

V. Transportation, Travel and Relocation Services

All classes (except V503 Travel Agent Services (not including tour guides))

K109 监控服务 K115 Preparation and Disposal of Excess and Surplus Property

L. 财务及相关服务

所有类别

M. 政府所有设施的运营

所有由以下机构运营的设施:

- 国防部 • 交通部 • 自然资源部和 • 其他所有部门: M180和M140

R. 专业、行政和管理支持服务

R003 法律服务（外国法律咨询服务除外）
R004 产品和机构（教育机构除外）的认证与认可

R007 系统工程服务（涉及交通系统）)
R012 专利和商标服务
R101 专家证人
R102 天气报告/观测服务
R104 转录服务
R106 邮政服务
R109 笔译和口译服务（包括手语）
R114 物流支持服务（涉及运输和国防）
R116 法庭报告服务
R117 文件粉碎服务
R201 文职人员招聘（包括职业介绍所服务）

S. 公用事业

所有类别

T. 通信、摄影、测绘、印刷和出版服务

所有类别

U. 教育与培训服务

U010 教育机构认证与认可

V. 运输、旅行与搬迁服务

所有类别（不包括 V503 旅行社服务（不包括导游））

W. Lease and Rental of Equipment

Services for the departments and functions listed in Annex 7(1)(e) respecting FSC 36 (Special Industry Machinery), FSC 70 (Automatic Data Processing Equipment, Software Supplies and Support Equipment) and FSC 74 (Office Machines, Text Processing Systems and Visible Record Equipment)

FSC 58 (Communications, Detection, and Coherent Radiation Equipment)
Services with reference to transportation equipment

Part II

This Chapter does not cover procurement of the following services by entities listed in Annex 2:

D. Information Processing and Related Telecommunications Services

D309 Information and Data Broadcasting or Data Distribution Services

D316 Telecommunications Network Management Services

D317 Automated News Service, Data Services, or Other Information Services.
Buying data, the electronic equivalent of books, periodicals, newspapers, etc.

D399 Other ADP and Telecommunications Services

F. Natural Resources and Conservation Services

F007 Seedling Production/Transplanting Services

F010 Other Range/Forest Improvements Services

R. Professional, Administrative and Management Support Services

R113 Data Collection Services

Notes to Annex 5

1. Services with reference to the goods purchased by the Department of National Defence, the Royal Canadian Mounted Police and the Canadian Coast Guard that are not identified as subject to the coverage of this Chapter (Annex 4) are exempt from the disciplines of this Chapter.
2. Services purchased in support of military forces located overseas are exempt from coverage of this Chapter.

Annex 6: Construction Services

Section A – General Provisions

1. This Chapter covers all construction services set out in the Common Classification System (CCS), except those listed in Section B, that are procured by the procuring entities listed in Annex 1 and Annex 2.
2. The Common Classification System can be found on the: [SICE North American Free Trade Agreement](#).

W. 设备租赁

为附件7(1)(e)所列部门和职能提供的服务，涉及 FSC 36（特殊行业机械）、FSC 70（自动数据处理设备、软件供应和支持设备）和 FSC 74（办公机器、文本处理系统和可见记录设备）

FSC58（通信、检测和相干辐射设备）服务，涉及运输设备

第二部分

本章不涵盖附件2所列实体对以下服务的采购：

D. 信息处理和相关电信服务

D309信息和数据广播或数据分发服务

D316电信网络管理服务

D317自动化新闻服务、数据服务或其他信息服务。购买数据，即书籍、期刊、报纸等的电子等价物。

D399其他自动数据处理和电信服务

F. 自然资源和保护服务

F007苗木生产/移植服务

F010其他牧场/森林改良服务

R. 专业、行政和管理支持服务

R113 数据收集服务

附件5注释

1. 服务涉及国防部、加拿大皇家骑警和加拿大海岸警卫队采购的货物
若未明确列入本章（附件4）适用范围，则不受本章纪律约束。
2. 为海外驻军提供的支持性服务不适用本章条款。

附件6：建筑服务

A部分 – 一般规定

1. 本章涵盖通用分类系统（CCS）中列出的所有建筑服务，但B部分所列及附件1和附件2所列采购实体采购的服务除外。
2. 通用分类系统可在以下网站查询：[SICE North American Free Trade Agreement](#).

Section B – Excluded Coverage by Major Service Category

The following services contracts are excluded:

- 1. Dredging.
- 2. Construction contracts tendered by or on behalf of the Department of Transport.
- 3. CPC 5115 mining of oil and gas which is classified under CCS F042.

Annex 7: General Notes

- 1. This Chapter does not cover procurements in respect of:
 - a. shipbuilding and repair;
 - b. urban rail and urban transportation equipment, systems, components and materials incorporated therein as well as all project-related materials of iron or steel;
 - c. contracts respecting FSC 58 (Communications, Detection and Coherent Radiation Equipment);
 - d. set-asides for small and minority businesses;
 - e. the Department of Transport,
 - i. the Department of Fisheries and Oceans,
 - ii. the Canadian Food Inspection Agency in respect of the administration and enforcement of the *Fish Inspection Act*,
 - iii. the Department of Canadian Heritage in respect of those functions that were formerly the responsibility of the Department of Communications,
 - iv. the Department of Industry in respect of telecommunications, except in relation to (a) the planning and coordination of telecommunication services for departments, boards and agencies of the Government of Canada, and (b) broadcasting, other than in relation to spectrum management and the technical aspects of broadcasting, and
 - v. the Department of Public Works and Government Services in respect of the Government Telecommunications and Informatics Services,respecting FSC 70 (Automatic Data Processing Equipment, Software Supplies and Support Equipment), FSC 74 (Office Machines, Text Processing Systems and Visible Record Equipment) and FSC 36 (Special Industry Machinery); and
 - f. agricultural products made in furtherance of agricultural support programs or human feeding programs.
- 2. This Chapter does not cover the procurement of transportation services forming a part of or incidental to a procurement contract.
- 3. Pursuant to Article 16.03, national security exceptions include oil purchases related to any strategic reserve requirements.
- 4. National security exceptions include procurements made in support of safeguarding nuclear materials or technology.

B部分 – 按主要服务类别排除的覆盖范围

下列服务合同不适用本条款：

- 1. 疏浚。2. 由交通部或代表交通部投标的建筑合同。3. CPC5115石油和天然气开采，归类于CCS F042。

附件7：一般说明

- 1. 本章不涵盖以下方面的采购：
 - a. 造船和修理；b. 城市轨道交通和城市交通设备、系统、组件及其所含材料，以及所有与项目相关的铁或钢材料；c. 涉及联邦供应分类58（通信、探测和相干辐射设备）的合同；d. 为小型和少数族裔企业预留的份额；e. 交通部，
 - i. 渔业及海洋部，
 - ii. 加拿大食品检验局在执行鱼类检验法方面的管理和执法，
 - iii. 加拿大遗产部关于原属通信部职责的那些职能，
 - iv. 工业部在电信方面的职责，但不包括（a）为加拿大政府的各部门、委员会和机构规划和协调电信服务，以及（b）广播，除非涉及频谱管理和广播的技术方面，以及
 - v. 公共工程和政府服务部关于政府电信和信息服务，涉及FSC 70（自动数据处理设备、软件供应和支持设备）、FSC 74（办公机器、文本处理系统和可见记录设备）和FSC 36（特殊行业机械）；以及
 - f. 为推进农业支持计划而生产的农产品或人类喂养计划。
- 2. 本章不涵盖构成运输服务采购的采购合同的一部分或附带内容。3. 根据第16.03条，国家安全例外包括与任何战略储备要求相关的石油采购。4. 国家安全例外包括为保护核材料或技术而进行的采购。

5. The procurement process is the process that begins after an entity has decided on its requirement and continues through to and including contract award.
6. The Notes in this Annex apply to this Chapter and all of the Annexes to the Canadian Schedule.

Annex 8: Threshold Adjustment Formulas

1. The thresholds will be adjusted at two-year intervals, with each adjustment taking effect on January 1, beginning on January 1, 2012.
2. The thresholds for:
- a. construction services procured by entities listed in Annex 1, and
 - b. goods and services procured by the entity listed in Annex 3,
- will be adjusted in accordance with the *WTO Agreement on Government Procurement* GPA/1, Annex 3. Canada shall notify Panama in writing of the adjusted threshold values in the applicable currencies in December of the year before the adjusted thresholds take effect.
3. The thresholds for:
- a. a. goods and services procured by entities listed in Annex 1, and
 - b. b. goods, services and construction services procured by entities listed in Annex 2,
- will be adjusted in accordance with Annex 1001.1c of the *North American Free Trade Agreement between the Government of Canada, the Government of the United Mexican States and the Government of the United States of America*, done at Mexico, Ottawa and Washington on 17 December 1992 ("NAFTA"). Canada shall notify Panama in writing of the adjusted threshold values in the applicable currencies in December of the year before the adjusted thresholds take effect.
4. The thresholds for:
- a. construction services procured by the entity listed in Annex 3 that are applicable the thirteenth year following the entry into force of this Agreement will:
 - i. if the TPA enters into force, be set at the thresholds established under Annex 9.1 (Government Procurement), Section D (Panama Canal Authority) of the TPA, and be adjusted under Section I (Threshold Adjustment Formula) of the TPA, or
 - ii. if the TPA has not entered into force, be adjusted in accordance with paragraph 3 of this Annex;
 - b. construction services in Annex 3, applicable for 12 years following the entry into force of this Agreement (USD 12,000,000), will not be adjusted.
5. If a major change in a currency used by a Party during a year creates a significant problem with regard to the application of the Chapter, the Joint Commission shall determine whether an interim adjustment is appropriate.

5. 采购过程是指实体确定需求后开始并持续至合同授予的过程。6. 本附件中的注释适用于本章节及加拿大附录的所有附件。

附件8：门槛调整公式

1. 门槛金额将以两年间隔进行调整，每次调整自2012年1月1日起生效。
2. 以下项目的门槛金额：
- a. 附件1所列实体采购的建筑服务，以及 b. 附件3所列实体采购的货物和服务，
- 将根据WTO政府采购协议GPA/1附件3进行调整。加拿大应在调整后的门槛金额生效前一年的12月以书面形式通知巴拿马调整后的门槛金额（以适用货币表示）。
3. 以下项目的门槛金额：
- a. a. 附件1所列实体采购的货物和服务，以及 b. b. 附件2所列实体采购的货物、服务和建筑服务，
- 将根据1992年12月17日在墨西哥、渥太华和华盛顿签署的《加拿大政府、墨西哥合众国政府与美利坚合众国政府之间的北美自由贸易协定》（简称“北美自由贸易协定”）附件1001.1c进行调整。加拿大应在调整后的门槛金额生效前一年的12月以书面形式通知巴拿马调整后的各币种门槛金额。
4. 以下项目的门槛金额：
- a. 附件3所列实体采购的建筑服务（适用于本协议生效后第十三年）将：
 - i. 若TPA已生效，则采用TPA附件9.1（政府采购）D部分（巴拿马运河管理局）规定的门槛金额，并按TPA I部分（门槛调整公式）进行调整；或
 - ii. 若TPA尚未生效，则按本附件第3段进行调整；
 - b. 附件3中的建筑服务（适用于本协议生效后12年，金额为1200万美元）将不予调整。
5. 如果某一缔约方在某一年度内使用的货币发生重大变化，导致本章节适用出现严重问题，联合委员会应决定是否进行临时调整。

6. In the event that:

- a. Canada withdraws from the *WTO Agreement on Government Procurement* pursuant to Article XXIV of that Agreement, or the NAFTA pursuant to Article 2205 of that Agreement,
- b. the *WTO Agreement on Government Procurement* or the NAFTA is terminated, or
- c. a threshold adjustment formula referenced in paragraphs 1, 2, 3 or 4 is altered,

the Committee on Procurement shall determine a suitable alternative threshold adjustment formula.

Annex 9: Transitional Thresholds for Goods and Services Procured by Central Level Entities of Panama

Transitional Thresholds

- 1. For a transitional period of 3 years from the date of entry into force of this Agreement, Panama shall apply a threshold of SDR 95,000 for goods and services procured by entities listed in Annex 1.

Domestic Currency Adjustment

- 1. Panama shall adjust the transitional threshold value of this Annex based on an average of the daily conversion rates of the U.S. dollar in terms of SDRs, published by the International Monetary Fund in its monthly “International Financial Statistics”, for the two-year period ending September 30 of the year before the adjusted transitional thresholds take effect.

Adoption of Permanent Thresholds

- 1. At the end of the transitional period, Panama may adopt the thresholds in Annex 1 for goods and services.
- 2. If Panama is not able to adopt the thresholds in Annex 1 for goods and services procured by entities listed in Annex 1:
 - a. Panama shall notify Canada a minimum of 3 months before the end of the transitional period; and
 - b. the Parties shall adopt the threshold listed in paragraph 1 of this Annex.
- 3. The new thresholds adopted under paragraphs 3 or 4 will replace the thresholds for goods and services for Canada and Panama procured by entities in Annex 1, and the new adopted threshold values will be adjusted for Canada and Panama in accordance with Annex 8, paragraph 2 or 3 as appropriate.

6. 如果发生以下情况:

- a. 加拿大根据《政府采购协议》第二十四条退出世界贸易组织*Agreement on Government Procurement* , 或根据《北美自由贸易协定》第二千二百零五条退出该协定; b. 《政府采购协议》或《北美自由贸易协定》终止; c. 第1、2、3或4款中引用的门槛调整公式发生变更,

采购委员会应确定一个合适的替代门槛调整公式。

附件9：巴拿马中央级实体采购货物和服务的过渡性阈值

过渡性门槛

- 1. 自本协议生效之日起3年的过渡期内，巴拿马应对附件1所列实体采购的货物和服务适用95,000特别提款权的阈值。

本币调整

- 1. 巴拿马应根据国际货币基金组织在其月度《国际金融统计》中公布的、以特别提款权计价的美元每日汇率的两年期平均值（截至调整后的过渡性门槛生效前一年的9月30日），调整本附件的过渡性阈值价值。

采用永久性门槛

- 1. 过渡期结束时，巴拿马可采用附件1中规定的货物和服务门槛金额。
- 2. 若巴拿马无法对附件1所列实体采购的货物和服务采用附件1的门槛金额:
 - a. 巴拿马应在过渡期结束前至少3个月通知加拿大; 且 b. 缔约方应采用本附件第1款所列门槛金额。
- 3. 根据第3段或第4段采用的新门槛金额将取代附件1中实体采购的加拿大和巴拿马货物和服务的阈值，且新采用的阈值将根据附件8第2段或第3段（视情况而定）对加拿大和巴拿马进行调整。

Text of the Canada–Panama Free trade agreement – Chapter sixteen: Government procurement – Schedule of Panama

Annex 1: Central Level Entities

Thresholds

USD 70,079 - **Goods** covered in Annex 4
USD 70,079 - **Services** covered in Annex 5
USD 7,804,000 - **Construction Services** covered in Annex 6

1. National Assembly
2. Comptroller General of the Republic
3. Ministry of Trade and Industry
4. Ministry of Agricultural Development
5. Ministry of Economy and Finance
6. Ministry of Education (Note 1)
7. Ministry of de Governance and Justice (Note 2)
8. Ministry of Social Development
9. Ministry of Public Works
10. Ministry of the Presidency (Note 3)
11. Ministry of Foreign Relations
12. Ministry of Health (Note 4)
13. Ministry of Labour and Workforce Development
14. Ministry of Housing and Territorial Planning
15. Ministry of Public Administration (Note 5)
16. Judicial Authority

Notes to the Schedule of Panama

1. Ministry of Education

This Chapter does not cover the procurement of goods classified under Divisions of the United Nations Central Product Classification (CPC) Ver. 1.0, listed below:

- 21 Meat, fish, fruit, vegetables, oils and fats;
22 Dairy products;

加拿大-巴拿马自由贸易协定文本– 第十六章：政府采购 – 巴拿马附录

附件1：中央级实体

门槛金额

70,079美元 - **货物**（涵盖于附件4）
70,079美元 - **服务**（涵盖于附件5）
7,804,000美元 - **建筑服务**（涵盖于附件6）
1. 国民议会 2. 共和国总审计长 3. 工商部 4. 农业发展部 5. 经济和财政部 6. 教育部（注1） 7. 治理和司法部（注2） 8. 社会发展部 9. 公共工程部 10. 总统府部（注3） 11. 外交部 12. 卫生部（注4） 13. 劳动和劳动力发展部 14. 住房和领土规划部 15. 公共行政部（注5） 16. 司法机构

巴拿马附录注释

1. 教育部

本章节不涵盖以下联合国中央产品分类（CPC）1.0版所列类别的货物采购：

- 21 肉类、鱼类、水果、蔬菜、油脂；
22 乳制品；

23 Grain mill products, starches and starch products; other food products;
24 Beverages;
26 Yarn and thread; woven and tufted textile fabrics;
27 Textile articles other than apparel;
28 Knitted or crocheted fabrics; wearing apparel;
29 Leather and leather products; footwear.

2. Ministry of Governance and Justice

This Chapter does not cover the procurement of goods and services listed below by or on behalf of: National Police; National Naval Aviation Service; National Maritime Service, Public Security Institutions Office; and Directorate General of Correctional Services:

- classified under Divisions of the CPC Ver. 1.0:
 - 21 Meat, fish, fruit, vegetables, oils and fats;
 - 22 Dairy products;
 - 23 Grain mill products, starches and starch products; other food products;
 - 24 Beverages;
 - 26 Yarn and thread; woven and tufted textile fabrics;
 - 27 Textile articles other than apparel;
 - 28 Knitted or crocheted fabrics; wearing apparel;
 - 29 Leather and leather products; footwear;
 - 431 Engines and turbines and parts thereof;
 - 447 Weapons and ammunition and parts thereof;
 - 491 Motor vehicles, parts and accessories thereof;
 - 496 Aircraft and spacecraft, and parts thereof;
- the procurement of food serving services (hot meals).

3. Ministry of the Presidency

This Chapter does not cover the procurement of goods and services listed below by or on behalf of Institutional Protection Service:

- classified under Divisions of the CPC Ver. 1.0:
 - 21 Meat, fish, fruit, vegetables, oils and fats;
 - 22 Dairy products;
 - 23 Grain mill products, starches and starch products; other food products;
 - 24 Beverages;
 - 26 Yarn and thread; woven and tufted textile fabrics;
 - 27 Textile articles other than apparel;
 - 28 Knitted or crocheted fabrics; wearing apparel;
 - 29 Leather and leather products; footwear;
 - 431 Engines and turbines and parts thereof;

23 谷物磨制产品、淀粉及淀粉制品；其他食品；
24 饮料；
26 纱线及线；机织和簇绒纺织物；
27 非服装类纺织品；
28 针织或钩编织物；服装；
29 皮革及皮革制品；鞋类。

2. 治理与司法部

本章不涵盖以下机构或其代表对下述货物和服务的采购：国家警察；国家海军航空兵部队；国家海事局；公共安全机构办公室；以及惩教服务总局：

- 归类于CPC 1.0版分类：
 - 21 肉类、鱼类、水果、蔬菜、油脂；• 22乳制品；• 23 谷物磨制品、淀粉及淀粉制品；其他食品；• 24饮料；• 26 纱线和线；机织和簇绒纺织品；• 27 非服装类纺织品；• 28针织或钩编织物；服装；• 29 皮革及皮革制品；鞋类；• 431 发动机和涡轮机及其零件；• 447武器和弹药及其零件；• 491 机动车辆及其零件和配件；• 496 航空器和航天器及其零件；

- 食品供应服务（热餐）的采购。

3. 总统府部

本章不涵盖由机构保护服务或代表其采购以下货物和服务：

- 归类于CPC 1.0版分类：
 - 21 肉类、鱼类、水果、蔬菜、油脂；• 22乳制品；• 23 谷物磨制品、淀粉及淀粉制品；其他食品；• 24饮料；• 26 纱线和线；机织和簇绒纺织品；• 27 非服装类纺织品；• 28针织或钩编织物；服装；• 29 皮革及皮革制品；鞋类；• 431 发动机和涡轮机及其零件；

- 447 Weapons and ammunition and parts thereof;
- 491 Motor vehicles, parts and accessories thereof;
- 496 Aircraft and spacecraft, and parts thereof;
- the procurement of food serving services (hot meals); and

this Chapter does not cover the procurement of goods and services by, or on behalf of Public Security and National Defence Council Secretariat and the Social Investment Fund.

4. Ministry of Health

This Chapter does not cover the following:

- procurement made in furtherance of public health protection programs, including treatment of HIV/AIDS, Cancer, Tuberculosis, Malaria, Meningitis, Disease of Chagas, Leishmaniasis or other epidemics;
- procurement of vaccines for the prevention of Tuberculosis, Polio, Diphtheria, Whooping Cough, Tetanus, Measles, Mumps, Rubella, Meningitis (Meningococcica), Pneumococcus, Human Rabies, Chickenpox, Influenza, Hepatitis A, Disease for H. Influenza, Hepatitis B, Disease for H. Influenza Type B, and Yellow Fever that are purchased pursuant to an agreement with a not-for-profit international organization such as WHO and UNICEF; or
- procurement of pharmaceutical products under compulsory licensing pursuant to the General Council Decisions of 30 August 2003 on the implementation of Paragraph 6 of the Doha Declaration on the TRIPS Agreement and Public Health and of 6 December 2005 on the Amendment of the TRIPS Agreement of the World Trade Organization.

5. Ministry of Public Administration / Office of the Attorney General

This Chapter does not cover the procurement of goods and services listed below by or on behalf of the Judicial Technical Police:

- classified under Divisions of the CPC Ver. 1.0:
 - 21 Meat, fish, fruit, vegetables, oils and fats;
 - 22 Dairy products;
 - 23 Grain mill products, starches and starch products; other food products;
 - 24 Beverages;
 - 447 Weapons and ammunition and parts thereof;
 - 491 Motor vehicles, parts and accessories thereof; and
- the procurement of food serving services (hot meals).

6. This Chapter does not cover procurement for issuing currency, coinage, tax or postage stamps.

Annex 2: Other Covered Entities

- 447武器和弹药及其零件；
- 491 机动车辆及其零件和附件；
- 496 航空器和航天器及其零件；

- 食品供应服务（热餐）的采购；以及

本章节不涵盖由公共安全和国防委员会秘书处及社会投资基金代表或为其进行的货物和服务采购。

4. 卫生部

本章节不涵盖以下内容：

- 为推进公共卫生保护计划而进行的采购，包括治疗艾滋病、癌症、结核病、疟疾、脑膜炎、恰加斯病、利什曼病或其他流行病的采购；
- 根据与世界卫生组织和联合国儿童基金会等非营利国际组织的协议，采购用于预防结核病、脊髓灰质炎、白喉、百日咳、破伤风、麻疹、腮腺炎、风疹、脑膜炎（脑膜炎球菌）、肺炎球菌、人类狂犬病、水痘、流感、甲型肝炎、流感嗜血杆菌病、乙型肝炎、B型流感嗜血杆菌病和黄热病的疫苗；或
- 根据2003年8月30日关于执行《与贸易有关的知识产权协定》和公共卫生的多哈宣言第6段的总理事会决定，以及2005年12月6日关于修订世界贸易组织《与贸易有关的知识产权协定》的总理事会决定，进行的药品强制许可采购。

5. 公共行政部 / 总检察长办公室

本章不涵盖司法技术警察或其代表对下列货物和服务的采购：

- 归类于CPC 1.0版分类：
 - 21 肉类、鱼类、水果、蔬菜、油脂；
 - 22乳制品；
 - 23 谷物磨制品、淀粉及淀粉制品；其他食品；
 - 24饮料；
 - 447武器、弹药及其零件；
 - 491 机动车辆及其零部件和配件；以及

- 食品供应服务（热餐）的采购。

6.本章不涵盖发行货币、硬币、税票或邮票的采购。

附件2：其他涵盖实体

Thresholds

USD 350,396 - **Goods** covered in Annex 4

USD 350,396 - **Services** covered in Annex 5

USD 11,213,223 - **Construction Services** covered in Annex 6

- 1. Civil Aeronautics Agency
- 2. National Customs Agency
- 3. Panamanian Food Safety Agency
- 4. Micro, Small and Medium-size Business Agency
- 5. Land Transit and Transportation Agency (Note 1)
- 6. Consumer Protection and Competition Defence Agency
- 7. Panamanian Maritime Agency
- 8. National Public Services Agency
- 9. Panamanian Water Resources Agency
- 10. Public Procurements Office
- 11. National Environment Agency
- 12. Agricultural Development Bank
- 13. National Bingos
- 14. National Securities Commission
- 15. Public Ombudsman
- 16. Agricultural Research Institute
- 17. Agricultural Marketing Institute
- 18. Agricultural Safety Institute
- 19. National Cultural Institute
- 20. National Sports Institute
- 21. National Institute for Professional Training and Human Resources Development
- 22. Panamanian Independent Cooperatives Institute
- 23. Panamanian Special Training Institute
- 24. Panamanian Tourism Institute
- 25. Human Resources Training and Development Institute
- 26. Public Register of Panama
- 27. Pension Savings and Capitalization System (SIACAP)
- 28. Superintendency of Banks
- 29. Chiriquí Autonomous University
- 30. Specialized University of the Americas
- 31. Technological University of Panama

门槛金额

350,396美元 - **货物**（见附件4） 350,396美元 - **服务**（见附件5）

11,213,223美元 - **建筑服务**（见附件6） 1. 民用航空局 2. 国家海关总署 3. 巴拿马食品安全局 4. 中小微企业局 5. 陆路运输和交通局（注1） 6. 消费者保护和竞争防御局 7. 巴拿马海事局 8. 国家公共服务局 9. 巴拿马水资源局 10. 公共采购办公室 11. 国家环境局 12. 农业发展银行 13. 国家宾果游戏 14. 国家证券委员会 15. 公共监察专员 16. 农业研究所 17. 农业营销研究所 18. 农业安全研究所 19. 国家文化研究所 20. 国家体育研究所 21. 国家职业培训和人力资源发展研究所 22. 巴拿马独立合作社研究所 23. 巴拿马特殊培训研究所 24. 巴拿马旅游研究所 25. 人力资源培训与发展研究所 26. 巴拿马公共登记处 27. 养老金储蓄和资本化系统（SIACAP） 28. 银行监管局 29. 奇里基自治大学 30. 美洲专业大学 31. 巴拿马技术大学

- 32. Colón Free Trade Zone
- 33. Electric Transmission Company
- 34. National Water and Sewers Institute

Notes to Annex 2

1. Land Transit and Transportation Agency

This Chapter does not cover the procurement of license plates or identification stickers for motor vehicles and bicycles.

Annex 3: Panama Canal Authority

- 1. This Chapter covers procurement by the Panama Canal Authority where the value of the procurement is estimated to equals or exceeds:
 - a. USD 624,000 for procurement of goods and services; and
 - b. for procurement of construction services: USD 12,000,000 for 12 years following the entry into force of this Agreement and USD 11,376,255 thereafter.
- 2. The monetary thresholds set out in paragraph 1 shall be adjusted in accordance with Annex 8.
- 3. Unless otherwise specified in this Annex, this Chapter covers all agencies subordinate to the Panama Canal Authority.

Notes to Annex 3

- 1. This Chapter does not cover procurement measures of the Panama Canal Authority designed to promote micro, small and medium enterprises (as defined in Annex 7), in accordance with the following:
 - a. the Panama Canal Authority may award Panamanian micro, small and medium enterprises a price preference that shall not exceed 10%;
 - b. further to Article 16.05, Panama shall notify Canada in writing of the establishment of a price preference program established in accordance with subparagraph (a); and
 - c. a price preference shall be clearly described in the notice of intended procurement or notice inviting suppliers to participate in the procurement and relevant tender documentation.
- 2. Notwithstanding any other provision of this Chapter, for each of the 12 full fiscal years following the entry into force of this Agreement, the Panama Canal Authority may at its discretion set aside from the obligations of this Chapter procurement contracts for goods, services, and construction services for Panamanian nationals or suppliers owned and controlled by Panamanian nationals, provided that in these fiscal years:
 - a. the total value of the Panama Canal Authority's procurement exceeds USD 200,000,000;

- 32. 科隆自由贸易区 33. 电力传输公司
- 34. 国家供水和下水道研究所

附件2注释

1. 陆路运输和交通局

本章节不涵盖机动车辆和自行车车牌或识别贴纸的采购。

附件3：巴拿马运河管理局

- 1. 本章节涵盖巴拿马运河管理局的采购，当采购价值估计等于或超过以下金额时：
 - a. 62.4万美元用于货物和服务采购；以及 b. 建筑服务采购：本协议生效后12年内为1200万美元，之后为1137.6255万美元。
- 2. 第1款规定的货币阈值应根据附件8进行调整。
- 3. 除非本附件另有规定，本章涵盖巴拿马运河管理局下属的所有机构。

附件3注释

- 1. 本章不涵盖巴拿马运河管理局为促进微型、小型和中型企业（定义见附件7）而设计的采购措施，具体如下：
 - a. 巴拿马运河管理局可授予巴拿马微型、小型和中型企业不超过10%的价格优惠； b. 根据第16.05条，巴拿马应以书面形式通知加拿大根据(a)项设立的价格优惠计划；以及 c. 价格优惠应在拟采购通知或邀请供应商参与采购的通知及相关招标文件中明确说明。
- 2. 尽管本章节有任何其他规定，在本协议生效后的12个完整财政年度内，巴拿马运河管理局可自行决定将本章节义务中涉及货物、服务和建筑服务的采购合同保留给巴拿马国民或由巴拿马国民拥有和控制的供应商，前提是在这些财政年度内：
 - a. 巴拿马运河管理局的采购总价值超过2亿美元；

- b. the total value of the procurement contracts that are set aside does not exceed 10% of the total value of the Panama Canal Authority's procurement contracts for goods, services and construction services awarded in that fiscal year that:
 - i. are covered by the Chapter, and
 - ii. exceed the USD 200,000,000 base for the fiscal year; and
 - c. the total value of procurement contracts under any single CPC version 1.0 section that is set aside does not exceed 20% of the total value of the procurement contracts that may be set aside for that year.
- 3. Where a procurement contract will be set aside pursuant to paragraph 2, the Panama Canal Authority shall clearly state that information in the notice of intended procurement or notice inviting suppliers to participate in the procurement and relevant tender documentation.
- 4. If in any given fiscal year the total value of procurement contracts set aside by the Panama Canal Authority exceeds the level permitted under paragraph 2, the Parties in conjunction with the Panama Canal Authority shall consult with a view to agreeing on an adjustment in the form of a reduction of the set asides permitted for the following fiscal year.
- 5. If the Panama Canal Authority proposes to extend the period during which set asides may be applied beyond the twelve-fiscal-year period established in paragraph 2, it shall inform the Parties during the ninth full fiscal year after the entry into force of this Agreement. The Parties, in conjunction with the Panama Canal Authority, shall consult regarding the proposal. If the Parties agree to extend the period, the Panama Canal Authority may continue to apply set asides in accordance with paragraph 2 for the additional period that the Parties agree.
- 6. Panama shall prepare an annual report providing sufficient detail to establish that set asides have been applied in accordance with paragraph 2.
- 7. The minimum forty-day time limit set out in Article 16.09(2) shall not apply to the Panama Canal Authority. The Panama Canal Authority shall provide suppliers sufficient time to prepare and submit responsive tenders, taking into account the nature and complexity of the procurement. However, the Panama Canal Authority shall in no case provide for less than 5 business days from the date on which the notice of intended procurement is published on the Internet for the submission of tenders.
- 8. Article 16.13(5) does not apply to the Panama Canal Authority.
- 9. Notwithstanding Article 16.13(4), the Panama Canal Authority shall provide no less than 5 business days for suppliers to prepare and submit written challenges, with the understanding that the period shall commence on the first business day that follows the publication of the announcement of the contract award on the Internet.
- 10. The procurements of the Panama Canal Authority are excluded from the application of Annex 22.03 (Dispute Settlement - Nullification or Impairment).

Annex 4: Goods

This Chapter applies to goods procured by the entities listed in Annex 1 through 3, subject to the Notes to the respective Annex and the General Notes.

Annex 5: Services

- b. 预留的采购合同总价值不超过巴拿马运河管理局在该财政年度授予的货物、服务和建筑服务采购合同总价值的10%， 且满足以下条件：
 - i. 受本章节管辖， 且 ii. 超过该财政年度2亿美元的基准； 以及
 - c. 任何单一CPC 1.0版项下采购合同的总价值
 预留份额的章节不得超过该年度可能预留的采购合同总价值的20%。
- 3. 若某采购合同将依据第2段予以预留，
 巴拿马运河管理局应在拟采购通知或邀请供应商参与采购的公告及相关招标文件中明确说明该信息。
- 4. 若在任何特定财政年度中， 巴拿马运河管理局预留的采购合同总价值超过第2段允许的水平， 缔约方应与巴拿马运河管理局协商， 以期就以下财政年度允许的预留份额减少形式达成调整协议。
- 5. 如果巴拿马运河机构提议延长设定的期限
 若预留份额拟在第十二个财政年度期间届满后继续适用， 巴拿马运河管理局应在本协议生效后的第九个完整财政年度内通知各缔约方。缔约方将与巴拿马运河管理局协商该提案。如缔约方同意延长期限， 巴拿马运河管理局可依据第2段在双方商定的延长期内继续实施预留份额。
- 6. 巴拿马应准备一份年度报告， 提供充分细节以证明预留份额的适用符合第2段规定。
- 7. 第16.09(2)条规定的最短四十天时间限制不适用于
 - 巴拿马运河管理局。巴拿马运河管理局应给予供应商充足时间准备和提交响应性投标， 同时考虑采购的性质和复杂性。但无论如何， 巴拿马运河管理局自拟采购通知在互联网发布之日起提供的投标提交时间不得少于5个工作日。
- 8. 第16.13(5)条不适用于巴拿马运河管理局。 9. 尽管有第16.13(4)条的规定， 巴拿马运河管理局应提供不少于
 - 5个工作日的时间供供应商准备和提交书面质疑， 且该期限应自合同授予公告在互联网上发布后的第一个工作日开始计算。
- 10. 巴拿马运河管理局的采购不适用附件22.03（争端解决-无效或损害）的规定。

附件4： 货物

本章节适用于附件1至3所列实体采购的货物， 但须遵守相应附件的注释和一般说明。

附件5： 服务

This Chapter does not cover the procurement of the following services, as elaborated in the United Nations Central Product Classification (CPC) ver. 1.0.

Code CPC version 1.0. Description

- 64 Land transport services
- 66 Air transport services
- 6751 Bus station services
- 6781 Travel agency and tour operator services
- 68111 Postal services relaservices related to letters
- 68112 Postal services related to parcels
- 68113 Post office counter services
- 68119 Other postal services
- 6911 Electricity transmission and distribution services
- 692 Water distribution services through mains
- 81 Research and development services
- 91 Public Administration and other Services to the Community as a whole; Compulsory Social Security Services
- 92 Education Services
- 93 Health and Social services
- 9692 Gambling and Betting Services
- D304 ADP Telecommunications and Transmission Services, except for those services classified as "enhanced or value-added services". For the purposes of this provision, the procurement of "ADP Telecommunications and Transmission Services" does not include the ownership or furnishing of facilities for the transmission of voice or data
- D305 Teleprocessing and Timesharing Services
- D316 Telecommunications Network Management Services
- D317 Automated News Services, Data Services or Other Information Services
- D399 Other ADP and Telecommunications Services
- M Operation of Government-Owned Facilities

Annex 6: Construction Services

This Chapter covers all construction services except dredging services.

Annex 7: General Notes

- 1. This Chapter does not apply to:

本章节不涵盖以下服务的采购，具体如联合国中央产品分类（CPC）1.0版所述。

CPC 1.0版代码。描述

- 64 陆路运输服务
- 66 航空运输服务
- 6751 公交车站服务
- 6781 旅行社和旅游经营者服务
- 68111 邮政服务相关信件服务
- 68112 与包裹相关的邮政服务
- 68113 邮局柜台服务
- 68119 其他邮政服务
- 6911 电力传输和配电服务
- 692 通过主管道的水分配服务
- 81 研究和开发服务
- 91公共行政和其他面向社区整体的服务；强制性社会保障服务
- 92教育服务
- 93健康和社会服务
- 9692赌博和博彩服务
- D304 ADP电信和传输服务，但不包括归类为"增强或增值服务"的项目。根据本条款规定，"ADP电信和传输服务"的采购不包含语音或数据传输设施的所有权或提供
- D305远程处理和分时服务
- D316电信网络管理服务
- D317自动化新闻服务、数据服务或其他信息服务
- D399其他ADP和电信服务
- M政府所有设施的运营

附件6：建筑服务

本章涵盖除疏浚服务外的所有建筑服务。

附件7：一般说明

- 1. 本章不适用于：

- a. procurements made under the system of concessions granted by the State, other than public works concession contracts;
- b. procurement measures designed to promote micro, small and medium enterprises, in accordance with the following:
 - i. a "micro, small and medium enterprise" is defined, for purposes of this Annex, as a business that has total annual sales of no more than USD 2,500,000,
 - ii. for a period of up to 5 years after the entry into force of this Agreement, or a longer period that the Joint Commission determines, the Republic of Panama may award its micro, small and medium enterprises a price preference that shall not exceed 10% in tenders covered by this Chapter,
 - iii. further to Article 16.05, Panama shall notify Canada of any price preference measure established in accordance with paragraph (ii),
 - iv. if, before the end of the five-year period established in subparagraph (ii), Panama requests an extension of the period, the Joint Comission shall discuss whether there is a need to extend the period during which price preferences may be applied, and, if it determines that there is such a need, to establish the terms and conditions of the extension,
 - v. if the *Trade Promotion Agreement between the United States and Panama* (TPA) enters into force at a later date than this Agreement, the five-year period established under subparagraph (ii) is extended so that it ends on the same date as the five-year period established under paragraph 1(b)(i) of Panama's Schedule to Section H of Annex 9.1 (Government Procurement) of the TPA,
 - vi. any price preference shall be clearly described in the notice of intended procurement or notice inviting suppliers to participate in the procurement and relevant tender documentation, and
 - vii. If following the entry into force of this Agreement, the Republic of Panama proposes to implement a procurement measure that is intended to provide an exclusive right for its micro, small and medium enterprises to provide a good or service covered by this Chapter, Panama shall notify such proposal to Canada and enter into consultations with Canada regarding the need, and any terms and conditions, for such a measure. The Republic of Panama may implement the measure subject to such terms and conditions as the Joint Commission may determine;
- c. procurement of agricultural products linked to agricultural development and support and food aid programs;
- d. procurement made by a Panamanian entity to another Panamanian entity; and
- e. procurement of transportation services that form a part of, or are incidental to, a procurement contract.

2. The Notes in this Annex apply to this Chapter and all of the Annexes to the Panamanian Schedule.

Annex 8: Threshold Adjustment Formulas

- a.根据国家授予的特许权制度进行的采购，不包括公共工程特许合同；国家，不包括公共工程特许合同；
- b. 旨在促进微型、小型和中型企业的采购措施，具体如下：i. 就本附件而言，“微型、小型和中型企业”定义为年销售总额不超过250万美元的企业；ii. 在本协议生效后最长5年内（或联合委员会确定的更长期限内），巴拿马共和国可向其微型、小型和中型企业提供不超过10%的价格优惠，该优惠适用于本章涵盖的投标；iii. 根据第16.05条，巴拿马应将依据第(ii)项制定的任何价格优惠措施通知加拿大；iv. 若在第(ii)项规定的五年限届满前，巴拿马请求延长期限，联合委员会应讨论是否有必要延长价格优惠适用期限，并在确认有必要时确定延期的条款和条件；v. 若美国与巴拿马贸易促进协定(TPA)的生效日晚于本协议，则第(ii)项规定的五年限将延长至与TPA附件9.1（政府采购）H节巴拿马减让表第1(b)(i)段规定的五年限同日结束；vi. 任何价格优惠均应在拟采购通知或邀请供应商参与采购的公告及相关招标文件中明确说明；vii. 若本协议生效后，巴拿马共和国拟实施一项旨在为其微型、小型和中型企业提供本章涵盖商品或服务专有权的采购措施，巴拿马应将该提案通知加拿大，并就措施的必要性及条款和条件与加拿大进行磋商。巴拿马共和国可在联合委员会确定的条款和条件下实施该措施；
- c. p与农业发展相关的农产品采购a以及支持和粮食援助计划；
- d. p由巴拿马实体向另一巴拿马实体进行的采购；and
- e. 构成采购合同一部分或附属于采购合同的运输服务采购。

2. 本附件中的注释适用于本章节及巴拿马减让表的所有附件。

附件8：门槛调整公式

1. The thresholds will be adjusted at two-year intervals, with each adjustment taking effect on January 1, beginning on January 1, 2012.
2. The thresholds for:
 - a. construction services procured by entities listed in Annex 1, and
 - b. goods and services procured by the entity listed in Annex 3,will be adjusted in accordance with the *WTO Agreement on Government Procurement* GPA/1, Annex 3. Canada shall notify Panama in writing of the adjusted threshold values in the applicable currencies in December of the year before the adjusted thresholds take effect.
3. The thresholds for:
 - a. goods and services procured by entities listed in Annex 1, and
 - b. goods, services and construction services procured by entities listed in Annex 2,will be adjusted in accordance with Annex 1001.1c of the *North American Free Trade Agreement between the Government of Canada, the Government of the United Mexican States and the Government of the United States of America*, done at Mexico, Ottawa and Washington on 17 December 1992 ("NAFTA"). Canada shall notify Panama in writing of the adjusted threshold values in the applicable currencies in December of the year before the adjusted thresholds take effect.
4. The thresholds for:
 - a. construction services procured by the entity listed in Annex 3 that are applicable the thirteenth year following the entry into force of this Agreement will:
 - i. if the TPA enters into force, be set at the thresholds established under Annex 9.1 (Government Procurement), Section D (Panama Canal Authority) of the TPA, and be adjusted under Section I (Threshold Adjustment Formula) of the TPA, or
 - ii. if the TPA has not entered into force, be adjusted in accordance with paragraph 3 of this Annex;
 - b. construction services in Annex 3, applicable for 12 years following the entry into force of this Agreement (USD 12,000,000), will not be adjusted.
5. If a major change in a currency used by a Party during a year creates a significant problem with regard to the application of the Chapter, the Joint Commission shall determine whether an interim adjustment is appropriate.
6. In the event that:
 - a. Canada withdraws from the *WTO Agreement on Government Procurement* pursuant to Article XXIV of that Agreement, or the NAFTA pursuant to Article 2205 of that Agreement,
 - b. the *WTO Agreement on Government Procurement* or the NAFTA is terminated, or
 - c. a threshold adjustment formula referenced in paragraphs 1, 2, 3 or 4 is altered,

1. 门槛金额将以两年间隔进行调整，每次调整自2012年1月1日起生效，并于每年1月1日实施。
2. 以下项目的阈值：
 - a. 附件1所列实体采购的建筑服务，以及 b. 附件3所列实体采购的货物和服务，将根据WTO政府采购协议GPA/1附件3进行调整。加拿大应在调整后的阈值生效前一年的12月以书面形式通知巴拿马调整后的阈值金额（以适用货币表示）。
3. 以下项目的阈值：
 - a. 附件1所列实体采购的货物和服务，以及 b. 附件2所列实体采购的货物、服务和建筑服务，将根据1992年12月17日在墨西哥城、渥太华和华盛顿签署的《加拿大政府、墨西哥合众国政府与美利坚合众国政府之间的北美自由贸易协定》("NAFTA") 附件1001.1c进行调整。加拿大应在调整后的阈值生效前一年的12月以书面形式通知巴拿马调整后的阈值金额（以适用货币表示）。
4. 以下项目的门槛金额：
 - a. 由附件3所列实体采购的建筑服务，适用于本协议生效后第十三年时： i. 若TPA已生效，将采用TPA附件9.1（政府采购）D部分（巴拿马运河管理局）规定的门槛金额，并依据TPA I部分（门槛调整公式）进行调整；或 ii. 若TPA尚未生效，则按本附件第3段规定调整； b. 附件3中的建筑服务，适用于本协议生效后12年内

(1200万美元)，将不予调整。
5. 若某缔约方在一年内使用的货币发生重大变化，导致本章节适用出现严重问题，联合委员会应决定是否进行临时调整。
6. 若发生以下情况：
 - a. 加拿大根据该协议第二十四条退出世界贸易组织政府采购协议，或根据该协议第二千二百零五条退出北美自由贸易协定； b. 世界贸易组织政府采购协议或北美自由贸易协定终止；或c. 第1、2、3或4款中引用的门槛调整公式被修改，

the Committee on Procurement shall determine a suitable alternative threshold adjustment formula.

Annex 9 : Transitional Thresholds for Goods and Services Procured by Central Level Entities of Panama

Transitional Thresholds

- 1. For a transitional period of 3 years from the date of entry into force of this Agreement, Panama shall apply a threshold of SDR 95,000 for goods and services procured by entities listed in Annex 1.

Domestic Currency Adjustment

- 1. Panama shall adjust the transitional threshold value of this Annex based on an average of the daily conversion rates of the U.S. dollar in terms of SDRs, published by the International Monetary Fund in its monthly "International Financial Statistics", for the two-year period ending September 30 of the year before the adjusted transitional thresholds take effect.

Adoption of Permanent Thresholds

- 1. At the end of the transitional period, Panama may adopt the thresholds in Annex 1 for goods and services.
- 2. If Panama is not able to adopt the thresholds in Annex 1 for goods and services procured by entities listed in Annex 1:
 - a. Panama shall notify Canada a minimum of 3 months before the end of the transitional period; and
 - b. the Parties shall adopt the threshold listed in paragraph 1 of this Annex.
- 3. The new thresholds adopted under paragraphs 3 or 4 will replace the thresholds for goods and services for Canada and Panama procured by entities in Annex 1, and the new adopted threshold values will be adjusted for Canada and Panama in accordance with Annex 8, paragraph 2 or 3 as appropriate.

Text of the Canada–Panama Free trade agreement – Chapter seventeen: Environment

采购委员会应确定一个合适的替代门槛调整公式。

附件9：巴拿马中央级实体采购货物和服务的过渡性阈值

过渡性门槛

- 1. 自本协议生效之日起3年过渡期内，巴拿马对附件1所列实体采购的货物和服务适用95,000特别提款权的阈值。

本币调整

- 1. 巴拿马应根据国际货币基金组织在其月度《国际金融统计》中公布的、以特别提款权计值的美元每日汇率的两年期平均值（截至调整后的过渡性阈值生效前一年的9月30日），对本附件的过渡性阈值价值进行调整。

采用永久性门槛

- 1. 过渡期结束时，巴拿马可采用附件1中规定的货物和服务的门槛金额。
- 2. 若巴拿马无法对附件1所列实体采购的货物和服务采用附件1中的门槛金额：
 - a. 巴拿马应在过渡期结束前至少3个月通知加拿大；且 b. 缔约方应采用本附件第1段所列的门槛金额。
- 3. 根据第3段或第4段采用的新门槛金额将取代加拿大和巴拿马附件1所列实体采购货物和服务的原门槛金额，且新采用的门槛金额将根据附件8第2段或第3段（视情况而定）对加拿大和巴拿马进行调整。

加拿大-巴拿马自由贸易协定文本 – 第十七章：环境