

CHAPTER 10

GOVERNMENT PROCUREMENT

ARTICLE 10.1

Incorporation of the GPA¹

The GPA is incorporated into and made part of this Chapter, *mutatis mutandis*.

ARTICLE 10.2

Additional scope of application

The rules and procedures provided for in the provisions of the GPA specified in Part 1 of Annex 10 apply, *mutatis mutandis*, to procurement covered by Part 2 of Annex 10.

¹ For the purposes of this Chapter, without prejudice to paragraph 2 of Article 10.14, the GPA incorporated into and made part of this Chapter, *mutatis mutandis*, shall be understood as the GPA as of the day before the date on which the EU-Japan EPA ceases to apply to the United Kingdom, until the GPA enters into force for the United Kingdom as an independent party to the GPA, and any references to the GPA in this Agreement shall be interpreted accordingly. For the purposes of the preceding sentence, the procurement covered by the annexes of the European Union to Appendix I to the GPA applicable to the United Kingdom the day before the date on which the EU-Japan EPA ceases to apply to the United Kingdom, shall be deemed to be the procurement covered by the annexes of the United Kingdom to Appendix I to the GPA under this Agreement.

第10章

政府采购

第10.1条

GPA的纳入¹

GPA被纳入本章并成为其一部分，*mutatis mutandis*。

第10.2条

附加适用范围

附件10第1部分中规定的GPA条款所提供的规则和程序适用，变通适用于由附件10第2部分涵盖的采购。

¹ 根据本章的规定，在不影响第10.14条第2款的规定的的前提下，纳入本章并成为本章一部分的GPA，*mutatis mutandis*，应被视为自欧盟-日本经济伙伴关系协定对英国停止适用之日起的前一天起，至GPA作为独立缔约方对英国生效之日止的GPA，并且本协定中对该GPA的任何引用均应相应解释。根据上述句子的规定，在欧盟-日本经济伙伴关系协定对英国停止适用之日起的前一天适用的GPA附录I的附件所涵盖的采购，应被视为纳入本协定下英国GPA附录I的附件所涵盖的采购。

ARTICLE 10.3

Additional rules

Each Party shall apply Articles 10.4 to 10.12 to both the procurement covered by its annexes to Appendix I to the GPA and the procurement covered by Part 2 of Annex 10.

ARTICLE 10.4

Publication of notices

Notices of intended or planned procurement under Article VII of the GPA shall be directly accessible by electronic means free of charge through a single point of access on the Internet.

ARTICLE 10.5

Conditions for participation

1. Further to Article VIII of the GPA, a procuring entity of a Party shall not exclude a supplier established in the other Party from participating in a tendering procedure on the basis of a legal requirement according to which the supplier must be:

- (a) a natural person; or
- (b) a legal person.

This provision does not apply to procurement within the scope of the Act on Promotion of Private Finance Initiative of Japan (Law No. 117 of 1999).

ARTICLE 10.3

附加规则

每一缔约方应当将其附录I的附件所涵盖的采购以及由附件10第2部分涵盖的采购，均适用第10.4条至第10.12条。

ARTICLE 10.4

通知的发布

根据政府采购协定第VII条，意向或计划采购的通知应通过互联网上唯一的免费电子访问点直接获取。

ARTICLE 10.5

参与条件

1. 根据政府采购协定第VIII条，一方的采购实体不得基于供应商必须满足的法律要求，将设立在另一方境内的供应商排除在投标程序之外：

- (a) 自然人；或
- (b) 法人。

本条款不适用于《日本促进私人融资倡议法案》（1999年第117号法律）范围内的采购。

2. While a procuring entity of a Party may, in establishing the conditions for participation, require relevant prior experience where essential to meet the requirements of the procurement in accordance with subparagraph 2(b) of Article VIII of the GPA, that procuring entity shall not impose the condition that such prior experience must have been acquired within the territory of that Party.

ARTICLE 10.6

Qualification of suppliers

1. If a Party maintains a supplier registration system under which interested suppliers are required to register and provide certain information, those suppliers may request their registration at any time. A procuring entity should inform those suppliers within a reasonably short period of time whether their registration has been granted.
2. When, in order to be allowed to submit a tender in view of a procurement for construction work in Japan, a supplier established in the United Kingdom is required to undergo a Business Evaluation (Keiejikoshinsa) (also known as Keishin) under the Construction Business Law of Japan (Law No. 100 of 1949), Japan shall ensure that its authorities carrying out such evaluation:
- (a) assess in a non-discriminatory manner and, where appropriate, recognise as equivalent to those in Japan, indicators of the supplier realised outside Japan, which may include:
- (i) the number of technical staff;
 - (ii) the labour welfare conditions;
 - (iii) the number of operating years in the construction business;
 - (iv) the conditions of accounting in the construction business;
 - (v) the amount of research and development expenditure;

2. 虽然一方的采购实体在制定参与条件时，根据政府采购协定第VIII条第2(b)款，若对满足采购要求至关重要，可以要求相关先前经验，但该采购实体不得强加条件，即该先前经验必须在该缔约方的领土内获得。

ARTICLE 10.6

供应商资格

1. 如果一方维持供应商注册制度，要求相关供应商注册并提供某些信息，则这些供应商可以随时请求其注册。采购实体应在合理短的时间内通知这些供应商其注册是否已获批准。
2. 当英国设立的供应商为了被允许在日本进行建筑工作采购的投标而需要根据日本建筑业务法（1949年第100号法律）进行商业评估（企业实力评估）（也称为资质审查）时，日本应确保进行此类评估的当局：
- (a) 以非歧视性方式评估，并在适当的情况下，将供应商在日本境外实现的指标视为等同于日本的指标，这些指标可能包括：
- (i) 技术人员数量； (ii) 劳工福利条件； (iii) 建筑业务经营年数； (iv) 建筑业务的会计条件； (v) 研发支出金额；

- (vi) the acquisition of ISO9001 or ISO14001 certification;
 - (vii) the employment and development of young engineers and skilled workers;
 - (viii) the amount of sales for completed construction work; and
 - (ix) the amount of sales for completed construction work as a prime contractor; and
- (b) take due account of indicators of the supplier realised outside Japan, which may include:
- (i) the amount of equity capital;
 - (ii) the amount of earnings before interest, taxes, depreciation and amortisation (EBITDA);
 - (iii) the ratio of net interest expense to sales amount;
 - (iv) the liabilities turnover period;
 - (v) the ratio of gross profit on sale to gross capital;
 - (vi) the ratio of recurring profit to sales amount;
 - (vii) the ratio of equity capital to fixed asset;
 - (viii) the equity ratio;
 - (ix) the amount of cash flows from operating activities; and
 - (x) the amount of accumulated earnings.

- (vi) 获得ISO9001或ISO14001认证;
 - (vii) 对年轻工程师和熟练工人的雇佣和发展;
 - (viii) 已完成的建设工程的销售额; 以及
 - (ix) 作为总承包商的已完成的建设工程的销售额; 以及
- (b) 充分考虑供应商在日本境外实现的指标, 这可能包括:
- (i) 股本金额; (ii) 息税折旧摊销前利润 (EBITDA);
 - (iii) 净利息支出与销售额的比率; (iv) 负债周转期;
 - (v) 销售毛利与总资本的比率; (vi) 经常性利润与销售额的比率; (vii) 股本与固定资产的比率; (viii) 资产负债率; (ix) 经营活动产生的现金流量金额; 以及 (x) 累计利润金额。

ARTICLE 10.7

Selective tendering

- 1. If, in accordance with paragraphs 4 and 5 of Article IX of the GPA, a procuring entity limits the number of suppliers for a given procurement, the number of suppliers permitted to submit a tender shall be sufficient to ensure competition without affecting the operational efficiency of the procurement system.
- 2. For Japan, this Article applies only to central government entities.

ARTICLE 10.8

Technical specifications

If a procuring entity applies environment-friendly technical specifications as set out for environmental labels or as defined by relevant laws and regulations in force within the United Kingdom or Japan, each Party shall ensure that those specifications are:

- (a) appropriate to define the characteristics of the goods or services that are the object of the contract;
- (b) based on objectively verifiable and non-discriminatory criteria; and
- (c) accessible to all interested suppliers.

ARTICLE 10.7

选择性招标

- 1. 如果根据 GPA 第 IX 条第 4 段和第 5 段的规定，采购实体对特定采购限制供应商数量，则允许提交投标的供应商数量应足以确保竞争，而不影响采购系统的运营效率。
- 2. 对于日本，本条仅适用于中央政府实体。

ARTICLE 10.8

技术规范

如果采购实体应用了作为环境标签规定的技术规范或根据英国或日本现行相关法律法定义的技术规范，则每一 缔约方应确保这些规范是：

- (a) 适用于定义合同标的货物或服务的特征；
- (b) 基于客观可验证且非歧视性的标准；和
- (c) 可供所有相关供应商获取。

ARTICLE 10.9

Test reports

- 1. Each Party, including its procuring entities, may require that interested suppliers provide a test report issued by a conformity assessment body or a certificate issued by such a body as a means of proof of conformity with the requirements or the criteria set out in the technical specifications, the evaluation criteria or any other terms or conditions.
- 2. When requiring the submission of a test report or a certificate issued by a conformity assessment body, each Party, including its procuring entities, shall:
 - (a) accept the results of conformity assessment procedures that are conducted by the registered conformity assessment bodies of the other Party in accordance with paragraph 1 of Article 2 of the Protocol on Mutual Recognition; and
 - (b) duly take into consideration any future expansion of the scope of the Protocol on Mutual Recognition, or any further agreement to be concluded between the Parties with the purpose of mutual recognition of conformity assessment procedures, once it has entered into force.

ARTICLE 10.10

Environmental conditions

Procuring entities may lay down environmental conditions relating to the performance of a procurement, provided that those conditions are compatible with the rules established by this Chapter and are indicated in the notice of intended procurement or in another notice used as a notice of intended procurement or tender documentation.

ARTICLE 10.9

测试报告

- 1. 每一缔约方，包括其采购实体，可要求相关供应商提供合格评定机构出具的测试报告或由该机构签发的证书，作为符合技术规范、评估标准或任何其他条款或条件的要求或标准的证明手段。
- 2. 当要求提交测试报告或合格评定机构签发的证书时，每一缔约方，包括其采购实体，应当：
 - (a) 接受根据互认协议第2条第1款由另一方注册的合格评定机构进行的合格评定程序的结果；以及
 - (b) 在互认协议生效后，适当考虑该协议范围的任何未来扩展，或缔约方之间为相互承认合格评定程序而缔结的任何进一步协定。

ARTICLE 10.10

环境条件

采购实体可以规定与采购执行相关的环境条件，前提是这些条件与本章节规定的规则相兼容，并且已在拟采购通知或用作拟采购通知或投标文件的另一份通知中说明。

ARTICLE 10.11

Treatment of tenders and awarding of contracts

- 1. Further to paragraph 5 of Article XV of the GPA, and in accordance with the conditions set out in each Party's laws and regulations, each Party shall ensure that its procuring entities are entitled to choose between the two criteria referred to in subparagraphs (a) and (b) of paragraph 5 of Article XV of the GPA and that they are aware of the respective merits of those criteria.
- 2. Further to paragraph 6 of Article XV of the GPA, if a procuring entity receives a tender with a price that is abnormally lower than the prices in other tenders submitted, it may also verify with the supplier whether the price takes into account the grant of subsidies.

ARTICLE 10.12

Domestic review procedures

- 1. Where an impartial administrative authority is designated by a Party under paragraph 4 of Article XVIII of the GPA, that Party shall ensure that:
 - (a) the members of the designated authority are independent, impartial, and free from external influence during the term of appointment;
 - (b) the members of the designated authority are not dismissed against their will while they are in office, unless their dismissal is required by the provisions governing the designated authority; and
 - (c) with regard to the procuring entities covered under Annexes 1 and 3 of each Party to Appendix I to the GPA, as well as the central government entities and all other entities except the sub-central government entities covered under Part 2 of Annex 10, the President or at least one other member of the designated authority, has legal and professional qualifications equivalent to those necessary for judges, lawyers or other legal experts qualified under the laws and regulations of the Party.

ARTICLE 10.11

Treatment of tenders and awarding of contracts

- 1. 根据GPA第十五条第5段的规定，并遵守各缔约方法律法规中规定的条件，每一缔约方应确保其采购实体有权在第十五条第5段(a)和(b)项下提到的两个标准之间进行选择，并了解这些标准的各自优点。
- 2. 根据 GPA 第十五条第 6 段，如果采购实体收到的投标价格与其他提交的投标价格相比异常低，它也可以与供应商核实价格是否考虑了补贴的发放。

ARTICLE 10.12

国内审查程序

- 1. 根据 GPA 第十八条第 4 段，如果一方指定了公正行政当局，该方应确保：
 - (a) 指定机构的成员在任职期间独立、公正且不受外部影响；
 - (b) 指定机构的成员在任期内不得被迫离职，除非其离职是依据管理指定机构的相关规定所必需的；和
 - (c) 对于每一方根据GPA附录I第1和3附件所涵盖的采购实体，以及根据附件10第2部分所涵盖的中央政府实体和除次中央政府实体之外的所有其他实体，总统或指定机构至少一名其他成员，应具备与法官、律师或根据该方法和法规获得资格的其他法律专家所必需的法律和专业资格。

2. Each Party shall adopt or maintain procedures that provide for rapid interim measures to preserve the supplier's opportunity to participate in the procurement. Such interim measures, provided for in subparagraph 7(a) of Article XVIII of the GPA, may result in suspension of the procurement process or, if a contract has been concluded by the procuring entity and if a Party has so provided, in suspension of performance of the contract. The procedures 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. Just cause for not acting shall be provided in writing.

3. In case an interested or participating supplier has submitted a challenge with the designated authority referred to in paragraph 1, each Party shall, in principle, ensure that a procuring entity shall not conclude the contract until that authority has made a decision or recommendation on the challenge with regard to interim measures, corrective action or compensation for the loss or damages suffered as referred to in paragraphs 2, 5 and 6 in accordance with its rules, regulations and procedures. Each Party may provide that in unavoidable and duly justified circumstances, the contract can be nevertheless concluded.

4. Each Party may provide for:

- (a) a standstill period between the contract award decision and the conclusion of a contract in order to give sufficient time to unsuccessful suppliers to assess whether it is appropriate to initiate a review procedure; or
- (b) a sufficient period for an interested supplier to submit a challenge, which may constitute grounds for the suspension of the execution of a contract.

5. Corrective action under subparagraph 7(b) of Article XVIII of the GPA may include one or more of the following:

- (a) the removal of discriminatory technical, economic or financial specifications in the invitation to tender, the contract documents or any other document relating to the tendering procedure and conduct of new procurement procedures;

2. 每一方应采用或维持提供快速临时措施的程序，以维护供应商参与采购的机会。这些临时措施，如GPA第十八条第7(a)段所规定的，可能导致采购程序暂停，或者如果采购实体已缔结合同且一方已作出如此规定，则可能导致合同履行暂停。该程序可以规定，在决定是否应适用此类措施时，应考虑对有关利益产生的 **overriding** 不利后果，包括公共利益。不采取行动的正当理由应以书面形式提供。

3. 如有兴趣或参与供应商已向第1条所述指定机构提交挑战，每一缔约方应原则上确保采购实体在有关临时措施、纠正措施或补偿第2条、第5条和第6条所述的损失或损害的挑战方面，该机构作出决定或建议之前不得缔结合同。每一缔约方可以规定，在不可避免且正当理由的情况下，合同仍可缔结。

4. 每一缔约方可以规定：

(a) 在合同授予决定和合同缔结之间设立停滞期，以便给未中标的供应商足够的时间评估是否启动审查程序；或

(b) 为有兴趣的供应商提交挑战提供足够的时间，这可能构成暂停合同执行的理由。

5. GPA第十八条第7(b)项下的纠正措施可包括以下一项或多项：

(a) 在招标邀请书、合同文件或与招标程序及新采购程序有关的任何其他文件中删除歧视性的技术、经济或财务规格；

- (b) the repetition of the procurement procedure without changing the conditions;
- (c) the setting aside of the contract award decision and the adoption of a new contract award decision;
- (d) the termination of a contract or the declaration of its ineffectiveness; or
- (e) the adoption of other measures with the aim to remedy a breach of this Chapter, for example an order to pay a particular sum until the breach has been effectively remedied.

6. In accordance with subparagraph 7(b) of Article XVIII of the GPA, each Party may provide for the award of compensation for the loss or damages suffered. In this regard, if the review body of the Party is not a court and a supplier believes that there has been a breach of the domestic laws and regulations implementing the obligations under this Chapter, the supplier may bring the matter before a court, including with a view to seeking compensation, in accordance with the judicial procedures of the Party.

7. Each Party shall adopt or maintain the necessary procedures by which the decisions or recommendations made by review bodies are effectively implemented, or the decisions by judicial review bodies are effectively enforced.

ARTICLE 10.13

Collection and reporting of statistics

Each Party shall communicate to the other Party available and comparable statistical data relevant to the procurement covered by Part 2 of Annex 10.

- (b) 重复采购程序而不改变条件；
- (c) 撤销合同授予决定并采用新的合同授予决定；
- (d) 合同终止或宣告其无效；或
- (e) 采取其他旨在补救本章违约的措施，例如，在违约得到有效补救之前支付特定金额的命令。

6. 根据第十八条第7(b)款的规定，缔约方可以规定对遭受的损失或损害给予补偿。在这方面，如果缔约方的审查机构不是法院，并且供应商认为存在对本章义务的国内法律法规的违反，则供应商可以根据 缔约方的司法程序将此事提交法院，包括寻求补偿的目的。

7. 每个缔约方应采用或维持必要程序，以便审查机构作出的决定或建议得到有效实施，或司法审查机构作出的决定得到有效执行。

第10.13条

统计的收集和报告

每一缔约方应向另一方提供与由附件10第2部分涵盖的采购相关的可用且可比的统计数据。

Modifications and rectifications to coverage

1. A Party may modify or rectify its commitments under Part 2 of Annex 10.
2. If a modification or a rectification of a Party's annexes to Appendix I to the GPA becomes effective pursuant to Article XIX of the GPA, it shall automatically become effective for the purposes of this Agreement.
3. When a Party intends to modify its commitments under Part 2 of Annex 10, the Party shall:
 - (a) notify the other Party in writing; and
 - (b) include in the notification a proposal for appropriate compensatory adjustments to the other Party to maintain a level of coverage comparable to that existing prior to the modification.
4. Notwithstanding subparagraph 3(b), a Party does not need to provide compensatory adjustments if the modification concerns a procuring entity over whose procurement the Party has effectively eliminated its control or influence.
5. In the event the Committee on Government Procurement established by Article XXI of the GPA adopts criteria pursuant to subparagraphs 8(b) and (c) of Article XIX of the GPA, those criteria shall be applicable also within the context of this Article.
6. If the other Party objects that:
 - (a) an adjustment proposed in accordance with subparagraph 3(b) is inadequate to maintain a comparable level of mutually agreed coverage; or

覆盖范围的修改和更正

1. 一方可以修改或纠正其在附件10第2部分的承诺。
2. 如果一方对附录I的GPA附件的修改或纠正根据GPA第19条生效，则应自动根据本协议生效。
3. 当一方打算修改其在附件10第2部分的承诺时，该方应：
 - (a) 以书面形式通知另一方；并
 - (b) 在通知中包括一项为另一方提供适当的补偿性调整的提议，以维持与修改前相当的覆盖水平。
4. 不论第3(b)项小款规定如何，如果修改涉及一方已有效消除其对某采购实体的控制或影响的采购，则该方无需提供补偿性调整。
5. 如果政府采购委员会（根据第21条设立）根据第19条第8(b)项和第8(c)项的规定采纳标准，则这些标准也适用于本文的背景。
6. 如果另一方提出异议：
 - (a) 根据3(b)段提出的调整方案不足以维持双方同意的同等水平；或

- (b) the intended modification referred to in paragraph 4 concerns a procuring entity over whose procurement the Party has not effectively eliminated its control or influence,

it shall submit an objection in writing to the Party intending to modify its commitments within 45 days from the date of receipt of the notification referred to in subparagraph 3(a) or be deemed to have accepted the adjustment or modification.

7. The following changes to a Party's commitments under Part 2 of Annex 10 shall be considered a rectification:

- (a) a change in the name of a procuring entity;
- (b) a merger of two or more procuring entities listed in the same paragraph of Part 2 of Annex 10;
- (c) the separation of a procuring entity listed in Part 2 of Annex 10 into two or more procuring entities that are added to the procuring entities listed in the same paragraph of that Part; and
- (d) updates of indicative lists such as those set out in paragraph 2 of Section A of Part 2 of Annex 10, subparagraph 1(b) of Section B of Part 2 of Annex 10, or in Annexes 2 and 3 of the United Kingdom to Appendix I to the GPA.

8. In the case of intended rectifications, the Party shall notify the other Party in writing every two years, in line with the cycle of notifications provided for in the Decision of the Committee on Government Procurement on Notification Requirements under Articles XIX and XXII of the Agreement adopted on 30 March 2012 (GPA/113), following the entry into force of this Agreement.

- (b) 第4段所述的预期修改涉及一个采购实体，该实体在采购方面，缔约方未能有效消除其对其实施的控制或影响，

它应当在收到第3(a)款所述通知之日起45天内，向拟修改其承诺的一方提交书面异议，或视为已接受调整或修改。

7. 对附件10第2部分下缔约方承诺的以下变更应被视为纠正:

- (a) 采购实体名称的变更；
- (b) 合并 如果附件1第2部分同一段落中列出的两个或多个采购实体 0;
- (c) 将列于附件10第2部分的采购实体分离为两个或多个采购实体，并将这些新增采购实体列于该部分同一段中列出的采购实体中；以及
- (d) 对附件10第2部分A部分第2段2(b)项、附件10第2部分B部分第2段1(b)项或英国附件2和3至GPA附录I中列出的指导性清单的更新。

8. 在意图修正的情况下，缔约方应当每隔两年以书面形式通知另一方，遵循政府采购委员会关于第19条和第22条协定第7条下通知要求的决定（GPA/113）中规定的通知周期，自本协议生效之日起执行。

9. The other Party may, within 45 days from the date of receipt of the notification pursuant to paragraph 8, submit an objection in writing to the Party intending to rectify its commitments. The Party submitting an objection shall set out the reasons why it believes the intended rectification is not a change provided for in paragraph 7, and describe the effect of the intended rectification on the mutually agreed coverage provided for in this Agreement. If no such objection is submitted in writing within 45 days from the date of receipt of the notification, the intended rectification shall be deemed to have been accepted.

10. If the Party objects to the intended modification or rectification, or to the proposed compensatory adjustment, the Parties shall seek to resolve the issue through consultations. If no agreement between the Parties is reached within 150 days from the date of receipt of the notification of the objection, the Party intending to modify or rectify its commitments may have recourse to dispute settlement under Chapter 22 to determine whether the objection is justified. An intended modification or rectification in respect of which an objection has been submitted shall be deemed to have been accepted only when so agreed through the consultations or so decided by the panel established pursuant to Article 22.7.

ARTICLE 10.15

Cooperation

The Parties shall endeavour to cooperate with a view to achieving enhanced understanding of their respective government procurement markets. The Parties also recognise that the involvement of related industries of the Parties, through means such as dialogues, is important for that purpose.

9. 另一方可以在收到第8条所述通知之日起45天内，以书面形式向意图修正其承诺的方提出异议。提出异议的方应当说明其认为意图修正并非第7条所规定变更的理由，并描述意图修正对本协定规定的共同商定覆盖范围的影响。如果自收到通知之日起45天内未提交书面异议，则意图修正应被视为已被接受。

10. 如果缔约方对意图修改或修正，或对拟议的补偿调整提出异议，缔约方应通过磋商寻求解决问题。如果在收到异议通知之日起150天内，缔约方之间未达成协议，意图修改或修正其承诺的一方可以诉诸第22章的争议解决程序，以确定异议是否合理。已提交异议的意图修改或修正应仅在通过磋商达成协议或由根据第22.7条设立专家组决定时被视为已被接受。

第10.15条

合作

各方应努力合作，以增进对其各自政府采购市场的理解。各方也认识到，通过对话等手段，各方的相关产业的参与对于实现这一目的具有重要意义。

ARTICLE 10.16

Committee on Government Procurement

1. The Committee on Government Procurement established pursuant to Article 23.3 (hereinafter referred to in this Article as "the Committee") shall be responsible for the effective implementation and operation of this Chapter.
2. The Committee shall have the following functions:
 - (a) making recommendations to the Joint Committee to adopt decisions amending Part 2 of Annex 10 to reflect modifications or rectifications accepted pursuant to Article 10.14 or agreed compensatory adjustments;
 - (b) adopting modalities for the communication of statistical data pursuant to Article 10.13, if deemed necessary;
 - (c) considering matters regarding government procurement that are referred to it by a Party; and
 - (d) exchanging information relating to government procurement opportunities, including those at sub-central levels, in each Party.

ARTICLE 10.17

Contact points

Each Party shall, upon the entry into force of this Agreement, designate a contact point for the implementation of this Chapter and notify the other Party of the contact details including information regarding the relevant officials. The Parties shall promptly notify each other of any change of those contact details.

ARTICLE 10.16

政府采购委员会

1. 根据第23.3条建立的政府采购委员会（以下简称“该委员会”）应负责本章的有效实施和运作。
2. 该委员会应具有以下职能：
 - (a) 向联合委员会提出建议，以通过修订附件10第2部分来反映根据第10.14条接受的修改或更正，或商定的补偿性调整；
 - (b) 如认为有必要，通过第10.13条的规定，制定统计数据的交流方式；
 - (c) 审议由一方提交的政府采购相关事项；以及
 - (d) 交换有关政府采购机会的信息，包括次中央层面的机会，在每一缔约方。

ARTICLE 10.17

联系点

每一缔约方在本协定生效时，应指定一个联系点以实施本章，并通知另一方联系细节，包括有关相关官员的信息。缔约方应立即相互通知任何这些联系细节的变更。