2025年多伦多机场货运地面代理服务采购项目文件

项目名称：2025年多伦多机场货运地面代理服务

项目编号：CZ2024009467

采 购 人：中国南方航空股份有限公司

采购实施单位：南方航空物流股份有限公司

2025年9月

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**第一章 谈判采购公告**

中国南方航空股份有限公司(以下简称“采购人”)现对2025年多伦多机场货运地面代理服务进行谈判采购。

## **1、项目简介**

**1.1** 项目名称：2025年多伦多机场货运地面代理服务项目

**1.2** 项目编号：CZ2024009467

**1.3** 项目类别：服务类

**1.4** 资金来源：企业自筹资金

**1.5** 项目内容：

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 序号 | 采购内容 | 采购数量 | 交易上限 | 备注 |
| 1 | 2025年多伦多机场货运地面代理服务 | 按实际发生量 | 5525万元人民币 | 适用范围：中国南方航空股份有限公司、中国南方航空货运有限公司。 |

本项目采用框架（无固定总金额）采购模式。谈判人必须对必要内容进行报价，**如有缺漏，将导致报价无效。**本次采购金额和数量为预估数据，采购人有权按实际需要调整，并按实际数量进行结算。合同期内的采购数量可能会有所增减，固定单价不再进行相应调整。

**1.6** 【服务】地点及【服务期限】：

|  |  |  |
| --- | --- | --- |
| 序号 | 服务内容 | 服务地点 |
| 1 | 多伦多机场货运地面代理服务（货运服务、集装设备管理等）,详见服务需求附件。 | 多伦多 |

**1.7** 合同期限：自合同生效之日起【5】年，具体起始时间以双方签署合同内容为准。

**1.8** 本项目只接受报名参加本采购项目并且收到采购人发出的谈判文件的供应商提交响应文件。

## **2、供应商资格要求**

参加本项目报价的供应商必须符合下列要求：

**2.1**  供应商必须是具有承担民事责任能力的在中华人民共和国境内（不含港澳台）注册的法人或其他组织，具备合法有效的营业执照。如分公司参加本次谈判，须取得总公司的授权。（注意：须提供营业执照扫描件加盖公章，如为分公司参加，需提供分公司、总公司有效的营业执照扫描件加盖公章、分公司自身满足以上要求的证明材料以及总公司针对本项目的授权文件；授权文件请按照响应文件格式五要求填写。）如为在中华人民共和国境外及港澳台地区注册的供应商，则须提供合法有效的所属国/地区(含港澳台)的公司商事登记证明或证书扫描件。

**2.2**  分支机构（分公司）以自己名义参加本次谈判的，不得使用法人（总公司）的资质与业绩（无法分割且各站点均适用的除外）。

**2.3**  与采购人存在利害关系可能影响采购公正性的法人、其他组织或个人，以及单位负责人为同一人或者存在控股、管理关系的不同实体，应当主动回避，不得参加本次谈判。分支机构（分公司）与法人（总公司）、同一法人（总公司）下设的多家分支机构（分公司）不得同时参加本次谈判项目。

**2.4** 供应商在经营活动中未被列入“严重违法失信企业名单（黑名单）信息”（注意：须提供国家企业信用信息公示系统中此项完整内容截图或报告）或“严重失信主体名单”（注意：须提供信用中国网站中此项完整内容截图或报告）”，或者在响应文件递交截止日前已被移除出黑名单或失信主体名单。（采购人或采购代理机构仅以国家企业信用信息公示系统或信用中国网站显示信息为准进行形式审查并作为认定依据，其他网站或文件不作为认定依据。）以上两项证明材料可一并提供或择一提供。如择一提供，视为供应商承诺均不在两项名单中；任何时候，如经采购人或采购代理机构查询发现供应商在任一名单内的，视为供应商提供虚假材料。境外企业、港澳台地区企业及国内事业单位无需提供本款规定的材料。

**2.5**  被列入南航集团“限制交易供应商名单”且仍在限制期内的法人或其他组织不得参与本次谈判。

**2.6**  被列入南航集团“禁止交易企业名单”的企业，不得参与本次谈判。

**未通过上述资格要求审查的供应商不具备谈判资格，谈判小组（评审委员会）有权认定其不具备谈判参与资格；任何时候发现供应商提交的相关文件、证明材料或承诺系伪造、变造或捏造的，将取消其成交供应商资格并列入南航集团限制交易供应商名单——视为其已主动放弃自本次谈判采购之日起3年内参加南航集团任何采购方式下任何项目的采购活动。**

**3.获取谈判文件时间**：

**3.1.请务必在【2025】年【10】月【8】日【23时【59】分（多伦多当地时间）前向cargoghs@csair.com报名参加，**否则将无法参与本次谈判。

**3.2** 谈判文件获取途径（选择其一即可）：

3.2.1 自行登录“中国南方航空采购招标网”选择本项目下载谈判文件.中国南方航空采购招标网网址：https://csbidding.csair.com/

3.2.2 在采购人发布本采购公告后，由采购人在采购邀约时或供应商报名后通过cargoghs@csair.com邮箱发给受邀约和报名单位。

## **4、响应文件的递交**

**4.1** **响应文件递交的截止时间（第一次报价截止时间）为【2025】年【10】月【12】日【23】时【59】分（多伦多当地时间）**，供应商应在截止时间前通过其公司联络邮箱发邮件至cargoghs@csair.com递交响应文件。

**4.2** 供应商联络邮箱反馈的资料，均视为代表其公司反馈的响应资料。

**4.3** 逾期上传的响应文件，采购人将予以拒收。

## **5、联系方式**

采购人：中国南方航空股份有限公司

 地址：广东省广州市白云区机场路航云南街27号南航物流公司

 邮编：510000

 联系人及联系电话：廖女士，020-28283564

 EMAIL： cargoghs@csair.com

## **6、谈判程序终止说明**

采购计划有预案的项目，在执行过程中，第二次公告后如出现合格供应商少于两家的情况，则本项目的谈判程序终止，并由评委会在评审现场按照采购文件要求对这一家的响应文件进行评审，并形成评审结论。

## **7、异议、投诉反馈路径**

异议/投诉人所提供的投诉内容和相关证明材料须为真实、客观、来源合法，并按照规定的渠道路径维护自身合法利益。若调查过程中，发现异议/投诉人有意捏造事实、伪造证明材料、以非法途径取得证明材料，或故意诋毁，造成不良影响的，一经查实，将按照我司相关办法进行严肃处理；构成违法犯罪的，依法追究法律责任。

如投标人(参与供应商)对本项目采购文件有疑问的，可在异议有效期内将有效的异议材料（书面/系统）递交至采购人（招标人）。

异议材料唯一受理地址：广东省广州市白云区机场路航云南街27号南航物流

招标代理机构联系人：廖女士

联系电话：020-86113564

如投标人(参与供应商)对异议回复结果不满意，或认为本次采购活动违反法律、法规或规章制度的，可在收到异议回复2个工作日内进行实名投诉。

投诉材料唯一受理部门：南方航空物流股份有限公司企业管理部

联系地址：广州市白云区机场路航云南街27号

联系人及电话：王先生，020-86113565

|  |  |
| --- | --- |
| 阶段 | 异议有效期时限要求 |
| 资格预审阶段 | 截止提交资格预审申请文件48小时前提出异议 |
| 采购档发布阶段 | 招标采购项目应在获取文件截止时间后48小时内提出异议 |
| 非招标采购项目应在截止递交响应文件（竞价文件）24小时前提出异议 |
| 评审结果公示阶段 | 结果公示期内提出异议 |
| （异议、投诉具体要求详见招标（采购）文件中的异议承诺及格式指引） |

第二章 供应商须知

## **1、总则**

**1.1 供应商知悉**

**1.1.1** 凡响应本次谈判的供应商均被视为已充分认识和理解了任何与本项目有关的影响事项和困难等情况。

**1.1.2** 谈判人必须对必要内容进行报价，如有缺漏，将导致报价无效。

**1.1.3** 供应商应保证提交给采购人的响应文件（含有关资料和数据）的合法性、真实性、完整性。

**1.1.4** 采购人有权拒绝向未成交的供应商解释未成交的理由。

**1.2 采购项目的资金来源和落实情况**

**1.2.1** 资金来源及比例：企业自筹资金。

**1.2.2** 资金落实情况：已落实。

**1.3 供应商资格要求**

**1.3.1** 供应商应完全具备承担本采购项目的资质条件、能力和信誉：见谈判采购公告“供应商资格要求”。如允许货物类项目供应商为代理经销商的，对供应商的资质要求包含对制造商的资质要求。

**1.3.2** 供应商不得存在违反法律、法规、行政规章或谈判采购文件中规定的其他情形。

**1.4 保密**

参与谈判采购活动的各方应对谈判文件和响应文件中的商业和技术等信息保密，否则应承担相应的法律责任，赔偿因此引起的一切损失。

## **2、谈判采购文件**

**2.1 谈判采购文件的组成**

本谈判采购文件包括：

（1）谈判采购公告；

（2）供应商须知；

（3）评审办法；

（4）用户需求；

（5）合同条款及格式；

（6）响应文件格式；

（7）其他资料（如有）。

根据本章第 2.2 款对谈判采购文件所作的澄清、修改，构成谈判采购文件的组成部分。

**2.2 谈判采购文件的澄清、修改**

**2.2.1** 供应商应仔细阅读谈判采购文件的全部内容。如对谈判采购文件有疑问，可要求采购人予以答疑，答疑形式：须为书面形式并加盖公章，扫描后上传做为附件，在报价截止时间【2】日前提交。疑问答复时间：报价截止时间【2】日前。疑问答复形式：发送邮件至第一章公告所述联系邮箱。

**2.2.2** 根据采购的具体情况，采购人可以对已发出的谈判采购文件进行必要的澄清或者修改，澄清或者修改的内容可能影响响应文件编制的，采购人可延长响应文件递交截止时间，并将变更时间在中国南方航空采购招标网站通知所有获取谈判采购文件的供应商。

**2.2.3** 澄清一经在中国南方航空采购招标网站或采购人指定网站发布，视作已送达所有报名供应商。

**2.2.4** 除非采购人认为确有必要答复，否则，采购人有权拒绝回复供应商在本章第 2.2.1 项规定的时间后的任何答疑要求。

## **3、响应文件**

**3.1 响应文件的组成**

**3.1.1** 响应文件应包括下列内容：商务部分、技术部分、报价部分、最终谈判承诺及二次/最终报价一览表和供应商认为有必要的其他资料。

**3.2 报价有效期**

**3.2.1** 报价有效期不小于【90】天。报价有效期短于规定期限的报价将被视为无效报价。

**3.2.2** 在报价有效期内，供应商撤销响应文件的，应承担谈判采购文件和法律规定的责任。

**3.3 资格审查资料（适用于已进行资格预审的情况）**

供应商在递交响应文件前，发生可能影响其谈判资格的新情况的，应更新或补充其在报名时提供的资料，以证实其各项资格条件仍能继续满足文件要求，且没有实质性降低。

**3.4响应文件的编制和递交**

**3.4.1** 响应文件应按第六章“响应文件格式”进行编写，如有必要，可以增加附页，作为响应文件的组成部分。

**3.4.2** 响应文件应当对谈判采购文件有关供货期、报价有效期、供货要求、采购内容等实质性内容作出响应。响应文件在满足谈判采购文件实质性要求的基础上，可以提出比谈判采购文件要求更有利于采购人的承诺。

**3.4.3**响应文件应按谈判采购文件的要求制作成电子响应文件发送到公告指定邮箱。

第三章 用户需求

**AHM810 2018 IATA SGHA**

**YYZ Cargo Handling Required Service**

**SECTION 1: Managing Functions**

* 1. **Representation**

1.1.2 Liaise with local authorities

1.1.3 Indicate that the Handling Company is acting as handling agent for the Carrier

1.1.4 Inform all interested Parties concerning schedules of the Carrier’s aircraft

**1.2 Administrative Functions**

1.2.1 Establish and maintain local procedures

1.2.2 Take action on communications addressed to the Carrier

1.2.3 Prepare, forward, file and retain for a period specified in the Annex B, messages/reports/statistics/documents and perform other administrative duties in the following areas

 (d) load control

(f) cargo services

1. mail services
2. security

1.2.4 Maintain the Carrier’s manuals, circulars, and other operational documents connected with the performance of the services

**1.3 Supervision and/or Co-ordination**

1.3.1 (b) Co-ordinate

services contracted by the Carrier with third party(ies)

1.3.3 Ensure that the third party(ies) is(are) informed about operational data and Carrier’s requirements in a timely manner

1.3.8 Verify dispatch of operational messages (cargo only)

1.3.9 Note irregularities and inform the Carrier

**SECTION 4: Load Control and Flight Operations**

**4.2 Communications**

4.2.2 (a) Compile, receive, process and send all messages in connection with the services performed by the Handling Company. The Handling Company is authorized to use Carrier’s originator code or double signature procedure

(b) Inform the Carrier’s representative of the contents of such messages

**SECTION 5: Cargo and Mail Warehouse Services**

**5.1 Cargo and Mail Handling – General**

5.1.1 (a) Provide

1 warehouse and storage facility(ies)

2 warehouse handling equipment

3 warehouse handling services

for

(i) General cargo

(ii) Special shipments

(iii) Specialised cargo products

(iv) Post office mail

(v) Diplomatic mail

(vi) Diplomatic cargo

(vii) Company cargo/material

5.1.2 (a) Issue

(c) Make available to Carrier

Receipt upon delivery of cargo

5.1.3 Take action to

(a) prevent theft or damage to the Carrier’s cargo and mail in custody of the Handling Company

(b) prevent theft or unauthorised use of, or damage to the Carrier’s pallets, containers, nets, straps, tie-down rings and other material in the custody of the Handling Company. Notify the Carrier immediately of any damage to or loss of such items

**5.2 Customs Control**

5.2.1 (c) place cargo under Customs control

(d) present to Customs cargo for physical examination

for

(1) Inbound cargo

(2) Outbound cargo

(3) Transfer cargo

**5.3 Documentation Handling**

5.3.1 (a) Prepare airwaybill

(b) Check all documentation to ensure shipment may be carried. The check shall not include the rates charged

(c) Check security status for the shipment(s) concerned and take action as per Carrier’s instructions

(d) Obtain capacity/booking information for the Carrier’s flights

(e) Split airwaybill. Forward copies of manifests and air waybills to the Carrier

(f) Prepare cargo manifest(s)

(g) Provide the load control unit with Special Load Notification

(j) Receive and process EDI messages (FWB/FHL and e-CSD) received from Carrier or other parties.

(k) Upon request from the Carrier print air waybill copies in plain paper copy or IATA Resolution 600a format.

(l) Provide and transmit EDI messages in accordance with the standards of the Master Operating Plan.

(m) Inform airline or shipper about shipment status via FSU message in accordance with the Master Operating Plan.

5.3.2 (a) Notify consignee or agent of arrival of shipments

(b) Make available cargo documents available to consignee or agent

5.3.4 (a) Provide

delivery of Cargo/Mail related documentation from/to agreed points and the aircraft

**5.3.5** Prepare additional documentation required for Dangerous Goods Transportation by road and/or maritime.

**5.4 Physical Handling Outbound/Inbound**

5.4.1 Accept cargo, ensuring that

(a) machine-readable cargo labels are affixed and processed

(b) manual labels are affixed and processed

(c) shipments are “ready for carriage” in accordance with IATA Resolution 833

(d)the weight and volume and number of pieces of the shipments are checked

(e) the regulations for the carriage of special cargo, particularly the IATA Dangerous Goods Regulations (DGR), IATA Live Animals Regulations (LAR), IATA Perishable Cargo Regulations (PCR), and others have been complied with.

5.4.2 Tally and assemble cargo for dispatch

5.4.3 Prepare

(a) Bulk cargo

(b) ULDs

using

1. build up materials provided by Carrier
2. build up materials provided by Handling Company

and establish

(i) gross weight

(ii) volume

(iii) ULD contour

and provide the load control unit with the information

5.4.4 Perform acceptance check on pre-built ULDs and establish, if accepted

(a) gross weight

(b) volume

(c) ULD contour

and provide the load control unit with the information.

5.4.5 (a) Load outbound cargo on vehicles.

(b) Assemble cargo for delivery to the aircraft.

5.4.6 (a) Offload bulk cargo from vehicles (including pallet stacks and empty ULD’s)

(b) Break down ULDs

(c) Check incoming cargo against air waybills and manifests

(d) Release cargo to the consignee or agent

 5.4.7 Truck service loading/off-loading

(a) Check seals are intact on inbound trucks

(b) Offload truck prior to acceptance into warehouse

(c) Load truck after formal release from warehouse

(d) Place seals

Truck operated by/or on behalf of the Carrier

**5.5 Transfer/Transit Cargo**

5.5.1 Identify transfer/transit cargo.

5.5.2 Prepare transfer manifests for cargo to be transported by another carrier

5.5.3 (a) Provide

for transport to the receiving carrier’s warehouse

(1) on airport

5.5.4 Accept/prepare

(a) transfer cargo

(b) transit cargo

for onward carriage

**5.6 Post Office Mail**

5.6.1 Check

(a) incoming

mail against Post Office mail documents

5.6.2 In case of missing documentation, issue substitutes

5.6.3 Transport mail from

(a) cargo warehouse to postal facility

(b) postal facility to cargo warehouse

(1) on airport

together with documents, against receipt from postal authorities

5.6.4 Handle and check transfer mail against accompanying mail documents

5.6.5 Prepare

(a) Bulk mail

(b) ULDs

and establish

(1) gross weight

(2) volume

(3) ULD contour

and provide the load control unit with the information

5.6.6 Distribute incoming and/or outgoing post office mail Documents

* **Import Mail Scanning Service**
1. The Handling Company shall provide:
2. Scanning of all import mail bags and/or ULDS in accordance with the Carrier's instructions and requirements
3. Upload mail data and update mail status on AccuCode Vmail system according to the Carrier's Manual. Input / correct mail data manually if variances occurred
4. Proper storage for the Carrier's scanner. Report to the Carrier if irregularities occurred
5. The Carrier shall provide:
6. Bar code scanner
7. Initial training to the Handling Company's staff. The Handling Company shall be responsible for any additional training required due to employee turnover, course failures or expansion requirements

**5.7 Irregularities Handling**

5.7.1 Take immediate action in respect of irregularities, damage or mishandling of dangerous goods and other special shipments.

5.7.2 Report to the Carrier any irregularities discovered in

(a) cargo

(b) mail

5.7.3 Handle lost, found and damaged

(a) cargo

(b) mail

5.7.4 (a) Notify the Carrier of complaints and claims.

(b) Process claims

5.7.5 Take action when consignee refuses acceptance

**SECTION 6: Support Services**

**6.1 Accommodation**

6.1.1 Provide the Carrier with

(a) office space

(b) storage space

(c) other facilities, as specified in Annex B

**6.2 Automation/Computer Systems**

6.2.1 (a) Provide

(c) Operate

computer hardware and other equipment (as specified in Annex B) to enable access to

(2) Handling Company’s system

6.2.2 Perform the following functions in

(b) Handling Company’s system

(8) Cargo handling

(9) Cargo EDI messaging (IATA cargo-imp)

**6.3 Unit Load Device (ULD) Control**

6.3.1 (a) Provide

 storage space for

(2) Cargo ULDs (one ship set)

(3) Post office mail ULDs

6.3.2 Take action to prevent damage, theft or unauthorised use of the Carrier’s ULDs in the custody of the Handling Company. Notify the Carrier immediately of any damage or loss

6.3.3 (a) Take physical inventory of ULD stock and maintain records.

(b) Compile and despatch ULD control messages

(c) Compile and dispatch ULD Stock Check Messages (SCM) at agreed timings as specified in Annex B

6.3.4 Prepare ULD exchange control documentation for all transfers of ULDs and obtain signature(s) of the transferring and receiving carrier(s) or approved third parties and distribute copies

6.3.5 Handle lost, found and damaged ULDs and notify the Carrier of such irregularities

**6.6 Surface Transport**

6.6.1 (a) Provide

the transport of

(3) cargo

(4) Post office mail

(5) empty ULDs

(6) other

between

(ii) airport and other agreed points

(iii) separate terminals at the same airport

**SECTION 7: Security**

**7.2 Cargo and Post Office Mail**

7.2.1 (a) Provide

(1) control of access to the cargo facilities

(2) screening of cargo and/or mail

(3) physical examination of cargo

(4) holding of cargo and/or mail for variable periods

(5) secure storage of cargo and/or mail

第四章 合同条款及格式

主合同：详情见IATA 国际航协主协议（SGHA）1998、2002、2008、2013、2018、2023版协议内容。

合同附件详见附件文本：

SERVICE LEVEL AGREEMENT（服务质量标准协议）

Service Evaluation and Reward Agreement（服务考评协议）

Agreement of Honest Cooperation（廉洁合作承诺书）

第五章 响应文件格式

1. 合法有效的营业执照、公司商事登记证明或证书扫描件（详见供应商资格要求）
2. 操作能力调查问卷
3. 合同及相关附件（SGHA含报价、服务质量标准协议、服务考评协议、廉洁合作承诺书）
4. 供应商异议/投诉承诺及程序指引(详见格式一)
5. 限制交易供应商名单制度告知书（详见格式二）

## **Format ⅠCommitment and Procedure Guidelines for Supplier Objection/Complaint**

The term "objection" as mentioned in the Guidelines refers to the questions or requests put forward to the purchaser by the participating suppliers who have evidence or materials to prove that the purchaser is unfair or impartial in the procurement process. "Complaint" refers to a complaint filed by a supplier who raises an objection to the complaint acceptance department of the purchaser without receiving a reply from the purchaser or is dissatisfied with the reply.

**I. Subject of Objection/Complaint**

1.1 The subject of an objection/complaint (hereinafter referred to as the "proposer") must be a supplier involved in a specific procurement project.

1.2 Objections/complaints must be filed with real names, otherwise they will be deemed invalid and will not be accepted.

1.3 Complaints shall be made after objections, otherwise they will not be accepted. The principle of "whoever claims shall provide evidence" shall be implemented for objections/complaints. The proposer shall clearly propose the matters and requests of objections/complaints and provide necessary supporting materials, laws, regulations and factual basis. False and malicious objections/complaints shall not be made, otherwise, the objections/complaints are invalid.

**II. Time Limit**

If proposers believe that the announcement, prequalification documents, procurement document, review results, etc. have damaged their legitimate rights and interests, they may put forward objections according to the objection channel and objection guidelines provided in the documents from the date when they know or should know that their rights and interests have been damaged and within the validity period. If they are not satisfied with the reply to the objection, a complaint can be filed within the validity period from the date of receiving the reply to the objection. Paper materials can be submitted in person within the validity period or delivered by mail. Any objection/complaint beyond the validity period is invalid, and the specific agreement on the validity period is as follows:

2.1 Procurement announcement release and prequalification stage. Proposers who believe that the prequalification documents have an obvious tendency or unreasonable terms may raise objections 48 hours before the deadline for submission of prequalification application documents; If the proposers are dissatisfied with the reply to the objection or the acceptor fails to reply within the prescribed time limit, the proposers may file a complaint within 2 working days from the date of receiving the reply to the objection or the expiration of the handling period.

2.2 Procurement document release stage. If proposers believe that the procurement document issued by the purchaser is unreasonable, unfair or tendentious, they shall raise objections 24 hours before the deadline for submission of response documents; If the proposers are dissatisfied with the reply to the objection or the acceptor fails to reply within the prescribed time limit, the proposers may file a complaint within 2 working days from the date of receiving the reply to the objection or the expiration of the handling period.

2.3 Publicity stage of procurement review results. If proposers think that there are problems in the review process or procurement results, they may raise an objection within the publicity period of the review results; if the reply to the objection is not satisfactory or the acceptor fails to reply within the specified time limit, they may file a complaint within 2 working days from the date of receiving the reply to the objection or the expiration of the handling period.

The time nodes of objection/complaint are irreversible, that is, when the procurement process proceeds to the next stage, no objection/complaint can be raised for the matters that results have been passed in the previous stage and exceeded the time node.

**III. Material Submission**

3.1 If a proposer raises an objection/complaint against the procurement project, a paper objection/complaint letter shall be prepared. After the legal representative signs his/her name (or stamps his/her name seal) and affixes the official seal of the unit, the original objection letter shall be mailed to the contact address of the purchaser, and the original complaint letter shall be mailed to the complaint acceptance department. The objection letter/complaint letter shall include the following main contents:

a) Proposer name, address, postal code, valid contact person and contact information (mobile phone, landline, fax, email address);

b) Full names of the objected/complained person and the parties related to the objection/complaint;

c) Name and number of the procurement project involved in the objection/complaint;

d) Basic information and specific matters of the objection/complaint, including but not limited to requests and claims, facts, reasons and legal basis;

e) Valid and legal clues and evidence materials;

f) Signature. If the proposer is a legal person, the legal representative shall sign and stamp with the official seal of the company, and a copy of the industrial and commercial business license shall be provided. If an unincorporated organization or individual raises an objection, the objection letter/complaint letter shall be signed by the person in charge or the proposer himself/herself, and copies of valid identity documents shall be attached;

g) Date of objection/complaint.

h) For complaints, the previous objections, replies to the objections and relevant materials shall be provided;

i) The objection letter/complaint letter in foreign languages shall be accompanied by a Chinese translation, and the explanation materials shall be subject to the Chinese translation;

j) Other contents to be explained.

3.2 An objection letter/complaint letter can only raise an objection/complaint against one procurement project. If the proposer needs to raise an objection/complaint against two or more projects, he/she shall submit an objection letter/complaint letter separately.

3.3 If the proposer needs to modify or supplement the objection letter/complaint letter, he/she shall submit the modified or supplementary information within the validity period of the objection/complaint.

**IV. Acceptance**

4.1 The Purchaser is the subject of acceptance and handling of objections; the complaint acceptance department is the subject of acceptance and handling of complaints.

4.2 After receiving the paper materials from the proposer, the purchaser or the complaint acceptance department shall review the objection/complaint. If the acceptance conditions are met, the proposer shall be informed that the objection/complaint has been accepted and is being handled; if the acceptance conditions are not met, the proposer shall be informed in writing that the objection/complaint will not be accepted.

4.3 Objections/complaints under any of the following circumstances shall not be accepted:

a) The proposer is not a supplier who has participated in the procurement project;

b) Not proposed within the validity period of the objection/complaint;

c) The objection letter/complaint letter is not signed according to Item f) of Clause 3.1 of Article 3;

d) One objection letter/complaint letter is against multiple procurement projects at the same time;

e) The objection/complaint has been handled and replied to, and the proposer raises an objection/complaint on the same matter again within the validity period of the objection/complaint without providing new valid evidence;

f) Filing complaints directly on matters without objection procedures;

g) Other circumstances that do not meet the acceptance conditions.

**V. Handling**

5.1 After the objection review, the objection shall be rejected in any of the following circumstances:

a) Lack of facts, legal basis or illegal and insufficient evidence materials;

b) Fabricate facts and provide false materials;

c) Other circumstances that should be rejected according to relevant laws and regulations.

5.2 Complaints lack of facts or false or malicious complaints shall be rejected.

5.3 After the objection/complaint handling is completed, the purchaser or the complaint acceptance department shall issue the Notice of Objection Handling Results or the Complaint Handling Decision, and send it to the proposer by e-mail after scanning. The paper version shall be kept by the purchaser or the complaint acceptance department for future reference.

5.4 In the process of objection/complaint handling, the purchaser or the complaint acceptance department may organize relevant parties to communicate and explain. In principle, written review shall be adopted for handling objections/complaints. When the purchaser or the complaint acceptance department deems it necessary, it may conduct investigation and evidence collection, or organize the proposer and the objected/complained person to conduct face-to-face cross-examination. . If the proposer refuses to cooperate with the investigation, the objection/complaint shall be automatically withdrawn. If the objected/complained person fails to submit relevant evidence, basis and other relevant materials, it shall be deemed as a waiver of the right to explain and approval of the objection/complaint.

5.5 In the process of objection/complaint handling, the relevant parties shall cooperate with the objection/complaint handling, abide by the order and discipline of objection review and complaint handling, truthfully reflect the situation, and provide relevant materials required for objection/complaint handling.

5.6 During the handling of complaints, the complaint acceptance department may notify the objected/complained person in writing to suspend the procurement activity according to the specific situation, and the suspension time shall not exceed 30 working days. The objected/complained person shall suspend the procurement activity immediately after receiving the notice, and shall not carry out the procurement activity before the end of the suspension period or before the complaint acceptance department issues a notice to resume the procurement activity.

5.7 In the process of objection handling, if the proposer requests to withdraw the objection, a written objection cancellation letter shall be submitted, and the legal representative shall sign his/her name (or seal his/her name) and affix the official seal of the unit. After receiving the objection cancellation letter, the purchaser has the right to decide whether to terminate the objection handling work according to the specific situation.

5.8 If the proposer withdraws the complaint, it shall be handled as a termination of the complaint.

5.9 If the procurement project is handled as a failed bid during the objection/complaint handling period, it shall be handled as a termination of the objection/complaint.

**VI. Behavior Record**

6.1 If the proposer has bad behaviors, the purchaser has the right to include it in the List of Suppliers Restricted Transaction.

6.2 When the proposer raises an objection or complaint, it is bad behavior if:

a) The proposer refuses to accept the Notice of Objection Handling Results or Complaint Handling Decision for no reason;

b) Fabricate facts or provide false information or materials;

c) Refuse to provide relevant materials required for objection/complaint handling;

d) More than 3 complaints within one year are found to be unsubstantiated;

e) Fail to make objections/complaints according to this commitment and procedure guidelines, resulting in serious consequences.

f) Other behaviors that do not cooperate with objection/complaint handling.

**VII. Cost Bearing**

The purchaser or the complaint acceptance department will not charge any fees for accepting and handling the objection/complaint from the proposer and the objected/complained person, **but the testing and appraisal fees incurred for handling the complaint shall be borne by the party at fault in accordance with the principle of "whoever is at fault shall bear".; If both the proposer and the objected/complained person are at fault, both parties shall reasonably share the cost.**

**VIII. Confidentiality**

For trade secrets and personal privacy known during the handling of objections/complaints, all parties involved shall strictly keep confidential and abide by the confidentiality regulations related to procurement.

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| --- |
| Only address for handling objection materials: No.27 Hangyunnan Street, Baiyun District, Guangzhou , P.R.ChinaContact person: Ms. Liao Tel.: 020-28283564If the proposer is dissatisfied with the reply to the objection or believes that the procurement activity violates laws, regulations or rules, he/she may make a real-name complaint through the following channels within 2 working days after receiving the reply to the objection:Complaint acceptance department: China Southern Air Logistics Company LimitiedAddress: No.27 Hangyunnan Street, Baiyun District, Guangzhou , P.R.China Contact persons: Mr. WangTel.: 020-86113565 |

The company (supplier) is aware of and willing to comply with the above objection/complaint procedures and relevant regulations. We promise that in this procurement activity, if there are any losses, adverse consequences and legal liabilities caused by the bad behaviors mentioned in the Guidelines, we (the supplier) will bear them.

**Format Ⅱ Notice on List System of Suppliers Restricted Transaction**

Suppliers:

**I. In case of any of the following circumstances, suppliers will be listed as a ClassⅠsupplier restricted transaction, and the restricted access period is 1 year:**

1. Suppliers who collude with each other or with the purchaser and procurement-related parties in the procurement activity (including but not limited to negotiating substantial contents such as quotation, agreeing with the winner and some suppliers to give up participating in procurement or winning the bid, collaborative bidding according to the requirements of the same group, association, chamber of commerce and other organizations, joint action to seek for winning or rejecting specific suppliers, illegal acquisition of base price or information on review committee members, etc.) that may affect the final bid price and cause a loss of less than RMB 1 million (exclusive) to China Southern Airlines; Or the relevant personnel of China Southern Airlines is given punishments below serious warning due to supplier collusion and other behaviors;

2. Suppliers whose non-conforming product quality, delayed delivery, failure of service personnel to be in place in time according to the contract requirements, poor technical guidance or poor after-sales service cause China Southern Airlines to suffer great losses or to be held accountable;

3. Suppliers who are held accountable for failing to supply brands and components or raw materials with specific parameters according to commitments; Or those whose unqualified products and services after acceptance are still unqualified after rectification, which causes serious adverse effects or large losses;

4. Suppliers that refuse or fail to cooperate with inspection without justifiable reasons, causing serious adverse effects as determined by relevant departments. Including failure to provide the originals of project response documents as required for inspection; refusal to accept the inspection of production equipment, facilities as well as personnel qualifications; refusal to reply to the company's check or inspection requirements, etc.;

5. Suppliers whose registration, filing documents and data are verified to be fraudulent; or those are verified to be fraudulent in the project response documents and data, with minor circumstances, which has no great impact on the project review results;

6. Suppliers who breach the contract to subcontract cargos less than 30% of the procurement quantity, with relatively minor circumstances;

7. Other circumstances identified as ClassⅠbad behavior by the procurement leading group.

**II. In case of any of the following circumstances, suppliers will be listed as a Class Ⅱ supplier restricted transaction, and the restricted access period are 2 years:**

1. Suppliers who collude with each other or with the purchaser and procurement-related parties in the procurement activity that may affect the final bid price and cause a loss of more than RMB 1 million (inclusive) and less than RMB 2 million (exclusive) to China Southern Airlines;

2. Suppliers who collude with procurement personnel, reviewers, etc. to seek winning project transactions under minor circumstances; Or relevant personnel of China Southern Airlines is given administrative and disciplinary punishments above serious warning (inclusive) due to supplier collusion;

3. Suppliers that falsely and maliciously complaint and object, which have been identified by relevant departments as causing adverse effects; False and malicious complaints and objections include: false materials are provided; more than 3 (inclusive) complaints and objections are made without conforming to the procedures specified by the company within 3 years, and the complaints and objections are invalid; more than 3 (inclusive) complaints and objections are unsubstantiated within 3 years; After the complaints and objections have been verified and reasonably replied, the complainant and objector still repeatedly complain and object about the same problem for more than 3 times (inclusive); Complainants and objectors refuse to cooperate in relevant investigations;

4. Suppliers who refuse to sign the contract after receiving the Letter of Acceptance or Notification of Award, or unilaterally request to waive the qualification of winning the bid; Or unilaterally request to terminate or cancel the contract after signing the contract; Or there is a dispute during the performance of the contract, malicious litigation or false litigation is adopted without negotiation, which is determined by relevant units to have caused adverse effects; Or suppliers fail to perform as agreed in the contract, which is deemed as a serious circumstance by the competent unit of the contract;

5. Suppliers who breach the contract to subcontract cargos more than 30% (inclusive) but less than 50% of the procurement quantity, with serious circumstances;

6. Other circumstances of Class Ⅱ bad behavior identified by the procurement leading group.

**III. In case of any of the following circumstances, suppliers will be listed as a Class Ⅲ supplier restricted transaction, and the restricted access period are 3 years:**

1. Suppliers who collude with each other or with the purchaser and procurement-related parties in the procurement activity that may affect the final bid price and cause a loss of more than RMB 2 million (inclusive) to China Southern Airlines; Or bid collusion occurs again in project procurement activities;

2. Suppliers who collude with procurement personnel, reviewers, etc. to seek winning project transactions, under serious circumstances; Or the relevant personnel of China Southern Airlines commit a crime and are investigated for criminal responsibility due to supplier collusion and other acts;

3. The key data of project response documents (such as financial status, business qualification, contract performance, product test report, etc.) are verified to be fraudulent;

4. Suppliers who breach the contract to subcontract cargos more than 50% (inclusive) of the procurement quantity, under serious circumstances;

5. Other circumstances of Class Ⅲ bad behavior identified by the procurement leading group.

**Suppliers that have been included in the List of Suppliers Restricted Transaction are not allowed to participate in all procurement projects within the scope of China Southern Airlines during the restricted period. If a supplier's employees engage in bribery, benefits transfer and other acts against China Southern Airlines, and relevant evidence materials prove that their acts are related to the supplier's bid winning, transaction opportunities or competitive advantages, the briber shall not have business dealings with China Southern Airlines again, and the unit to which the briber belongs shall be prohibited from participating in all procurement projects within the scope of China Southern Airlines Group.**

**The supplier has known the above contents and agrees to be bound by relevant systems.**