



供应商
Supplier

康辉集团北京国际会议展览有限公司

Comfort International M. I. C. E.
Service Co., Ltd.

文档号码
Document Number

45037445

文档日期
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2018. 01. 05

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页数
Page

6 of 6

Janina Shi

Jan 8. 2018

2018.1.8



宝马(中国)
汽车贸易有限公司
BMW China
Automotive Trading
Ltd.

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中国北京市朝阳区
东三环北路霞光里18号
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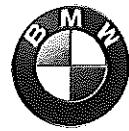
传真
Fax
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网址
Internet
www.bmw.com.cn

供应商确认 Supplier Confirmation	
签名 Name	
日期 Date	
签名 Sign.	

2018010922

宝马(中国)汽车贸易有限公司 BMW China Automotive Trading Ltd.



采购订单

Purchase Order

供应商 康辉集团北京国际会议展览有限公司
Supplier
Comfort International M. I. C. E.
Service Co., Ltd.
朝阳区农展馆南路13号12层1510
内002
RM1510-002, Ruichen Int'l
Center, No. 13, Nongzhanguan
100125 Beijing
China

文档号码 45037445
Document Number
文档日期 2018. 01. 05
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供应商号码 4063697
Vendor No.
支付中心 8302
Cost center
联系人
Contact Person
你的参考序号
Your Ref.
交付至
Delivery Address:

宝马(中国)汽车贸易有限公司

BMW China Automotive Trading Ltd.

注意
Attention to
电话
Telephone
传真 010-65870596
Fax
打印日期 2018. 01. 08
Print Date
页数 1 of 6
Page

中国北京市朝阳区东三环北路霞光里18号
佳程广场B座28层
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Beijing, China

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Fax

购买订单细节信息

Purchase order details

宝马(中国)
汽车贸易有限公司
BMW China
Automotive Trading
Ltd.
地址
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项目	项目描述	数量	度量单位	单价	含税总价
Item	Description	Quantity	UoM	Unit price	Gross Amount
00010	mix: MKT Dep. WS : 12. 01. 2018 购买申请 30034616 PR 30034616	1.00	EA	27,030.00	27,030.00
	总额: RMB Gross Value in RMB				27,030.00

付款条件及期限 30日内付款
Payment Terms Within 30 days Due net

One-time-buy Purchase Order for Service
(Applicable to Local Supplier)
一次性服务采购订单(适用于本地供应商)



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页数 2 of 6
Page

I. General Provisions 通用条款

1. This One-time-buy Purchase Order for Service (Applicable to Local Supplier) ("Purchase Order") is executed by and between BMW China Automotive Trading Ltd. ("BMW China") and _Comfort International M. I. C. E. Service Co., Ltd. _ ("Supplier"). BMW China agrees to buy and the Supplier agrees to provide the service(s) as listed in the table above (the "Services") according to the terms and conditions stipulated in this Purchase Order and all its appendices.

本一次性服务采购订单（适用于本地供应商）（下称“采购订单”）由宝马（中国）汽车贸易有限公司（下称“宝马中国”）与_康辉集团北京国际会议展览有限公司_（下称“供应商”）签署。宝马中国同意根据本采购订单及其附件的约定购买、供应商同意根据本采购订单及其附件的约定提供前述表格中所述的服务（下称“服务”）。

BMW China and the Supplier are hereinafter collectively referred to as the "Parties", and individually referred to as a "Party".

宝马中国与供应商以下合称为“双方”，单称为“一方”。

2. The documents listed below from item (b) to (h) are appendices to the Purchase Order, and together with the Purchase Order, shall constitute the integral parts of the Purchase Contract between the Supplier and BMW China ("Purchase Contract"), following the sequence of a step-down priority with respect to construction and performance of the Purchase Contract. In the event of any conflict among the documents, the component document with the higher priority shall prevail:

下面第（b）项至第（h）项所列文件是采购订单的附件，与采购订单共同构成供应商与宝马中国之间的采购合同（以下简称“采购合同”）。就采购合同的解释和履行，其效力的优先性按下列顺序依次递减；如各文件之间存在冲突，效力较高文件之规定应优先适用：

(a) Purchase Order

采购订单

(b) Appendix 1: Special Terms and Conditions for Purchase of Onsite Outsourcing Service (Version 11/2016)

附件1：关于采购驻场外包服务的特殊条款（2016年11月版本）

[Remark: BMW China purchase should decide whether Outsourcing STC and/or Training STC is applicable to the project.]

(c) Appendix 2: General Terms and Conditions for Purchase of Goods and Services (Version 11/2016) ("GTC")

附件2：关于采购货物和服务的一般条款（2016年11月版本）（以下简称“一般条款”）

(d) Appendix 3: Final Quotation confirmed by the Parties

附件3：双方确认的最终报价单

(e) Appendix 4: Service level agreement or technical requirements on service scope, standard and implementation plan etc. ("Technical Requirements")

附件4：关于服务范围、标准及实施计划等服务水平协议或技术要求（下称“《技术要求》”）

(f) Appendix 5: Negotiation protocol/meeting minutes prepared by BMW China and confirmed by the Supplier in writing

附件5：宝马中国准备、供应商书面确认的谈判纪要/会议纪要

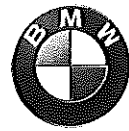
(g) Appendix 6: BMW China's request for quotation ("RFQ")

附件6：宝马中国发出的询价函（下称“询价函”）

(h) Appendix 7: Technical provisions included in the Supplier's tender, bidding documents or proposal ("Supplier's Quotation")

附件7：供应商要约、投标文件或报价（下称“供应商报价”）中的技术条款

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页数 3 of 6
Page

[Remark: BMW China purchase should decide whether Appendix 4-7 are applicable to the project.]

3. The Services' specific technical requirements, service standard and drawings, implementation plans and other details of the Services shall be included in Appendix Technical Requirements. If no Technical Requirements is prepared, technical requirements related contents provided in BMW China' s RFQ and technical requirements related contents provided in the final quotation confirmed by both Parties or those contents provided in the Supplier' s Quotation shall apply. If the technical requirements related contents provided in the final quotation confirmed by both Parties or Supplier' s Quotation differ from the technical requirements related contents provided in BMW China' s RFQ, these differences shall only become integral parts of the Purchase Contract if the Supplier has highlighted and pointed out the differences in a separate document annexed to the final quotation, obtained written prior consent from BMW China and included such differences in Appendix Technical Requirements. The final quotation shall not include any legal terms and delivery related terms, otherwise these terms are invalid.

关于服务的具体技术要求、服务标准、图纸、实施计划和其他与服务相关的细节在附件《技术要求》中明确。如果双方没有准备《技术要求》，则应适用宝马中国发出的询价函中包含的技术要求相关内容以及双方确认的最终报价单或供应商报价中的技术要求相关内容。如果供应商最终报价单或供应商报价中的技术要求与询价函中约定的内容不同，则此等差异应在供应商通过一份附于最终报价单的单独文件突出强调且明确指出、获得宝马中国事先书面许可、并在附件《技术要求》中予以明确方能成为采购合同的组成部分。最终报价单中不应包含任何法律条款和发货相关条款，否则该等条款无效。

4. If the Supplier concludes Purchase Contract with BMW China for the first time, it shall fill in a vendor information form in an accurate manner as requested by BMW China, and fax this document back to BMW China Purchasing Department and Finance Department respectively after signing it and affixing its chop on it. Otherwise BMW China shall not be liable for any delay of payment resulting therefrom.

如果供应商第一次与宝马中国签订采购合同，供应商应按宝马中国要求准确填写供应商信息表，并在签字且盖章后分别传真给宝马中国采购部及财务部。否则，宝马中国对任何由此引起的付款迟延不承担任何责任。

5. The Supplier' s competitive capacity in certain aspects such as quality, costs and ability to deliver as well as the ability to maintain state-of-the-art delivery of Services during the entire contract term is a precondition for conclusion of the Purchase Contract.

供应商在整个合同有效期内保持在质量、成本、交付能力以及所交付服务的技术先进状态等方面的竞争力是缔结采购合同的前提条件。

6. In addition to the early termination circumstances as set out in the GTC, BMW China shall be entitled to early terminate the Purchase Order anytime partially or wholly upon issuing a three- month prior written notice to the Supplier.

除一般条款中约定的合同解除情形外，宝马中国应有权在任何时候，以提前三(3)个月书面通知供应商的方式，提前解除采购订单的部分或全部。

7. Any amendment to the Purchase Contract shall come into force only after being confirmed, signed and affixed chops by the Parties.

对采购合同的任何修改，均应经双方确认且签字盖章后方为生效。

8. The Purchase Contract shall be executed in two originals, and each Party holds one original.
采购合同正本一式两份，双方各持一份。

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页数 4 of 6
Page

9. The Purchase Order shall become effective after the Parties sign on the Purchase Order and affix chops on the Purchase Order and its appendices (excluding the appendices executed by the Parties before signing this Purchase Order) and remain effective until the Parties have fully performed their rights and obligations under the Purchase Order.

本采购订单自双方在采购订单上签字且在采购订单及其附件（双方在签署采购订单前已签署的附件除外）上盖章之日起生效，直至双方在采购订单项下的权利义务全部履行完毕后终止。

II. Payment Provisions 付款条款

10. Payment 付款

10.1 Unless otherwise agreed in writing by the Parties, BMW China shall only pay the price under the Purchase Contract after the Supplier delivers all the Services to BMW China according to the provisions of the Purchase Contract and meets all the requirements as set forth in Clause 10.2 hereof. For identifying the payment due date, deliverables made before the agreed delivery date shall not be deemed as having been delivered on the agreed delivery date.

除非双方另有书面约定，宝马中国仅应在供应商按照采购合同约定向宝马中国交付全部服务并满足本采购订单第10.2条约定的全部条件后支付价款。为确认付款日之目的，在约定的交付日期之前进行的交付应视为在约定的交付日期交付。

10.2 After the relevant BMW China business department which orders the Services under this Purchase Order confirms acceptance of the Service(s) according to the Purchase Contract and completion of BMW China's internal payment approval process, the Supplier shall issue a legally compliant invoice to BMW China. BMW China Finance Department shall make the payment in one lump sum within 30 days upon receiving the aforementioned invoice.

在宝马中国订购本采购订单项下服务的相关业务部门确认服务已按采购合同约定接收且已完成宝马中国内部付款审批手续后，供应商应向宝马中国开具合规的发票。宝马中国财务部应在收到前述发票后30天内一次性付款。

[Remark: wording for lump sum payment; BMW China purchase should decide whether it is applicable to the project.]

10.2 BMW China shall make payment to the Supplier according to the following schedule within 30 days after the relevant BMW China business department which orders the Services under this Purchase Order has confirmed acceptance of related Services and completion of BMW China internal payment approval procedure, and BMW China Finance Department has received legally compliant invoice provided by the Supplier.

宝马中国将在宝马中国订购本采购订单项下服务的相关业务部门已就相应服务确认接收并完成宝马中国内部付款审批手续，且宝马中国财务部收到供应商提供的合规发票后30天内向供应商支付价款。

10.3 The Supplier shall issue and submit invoice to BMW China as soon as possible within 30 days after acceptance of Services by BMW China. The invoice from the Supplier shall state all information as provided in Clause 8 of the GTC, including without limitation the order number and the SAP GR No., and the Supplier's name on the invoice must be the same as that on the Purchase Order and the company seal of the Supplier; otherwise BMW China shall have the right to reject the payment.

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页数 5 of 6
Page

供应商应该在宝马中国接收服务后30天之内尽快开具并向宝马中国提交发票，供应商提交的发票应写明一般条款第8条约定的全部信息，包括但不限于订单号和SAP系统收货号，发票上的供应商名称必须与采购订单及供应商公司公章上所载明的公司名称一致；否则宝马中国有权拒绝付款。

10.1 Invoices must be sent or submitted to the following personnel of BMW China :

发票必须送达或提交给宝马中国的以下人员:

Invoice Center, Finance Department

财务部 发票中心

BMW China Automotive Trading Ltd.

宝马(中国)汽车贸易有限公司

28th F, Tower B, Gateway Plaza, No. 18 Xia Guang Li North Road East Third Ring, Chaoyang District, PRC.

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邮编: 100027

Telephone 010-8455-3215

联系电话: 010-8455-3215

10.2 Price under the Purchase Contract shall include taxes. Each Party shall pay the relevant taxes and surcharges in accordance with the then valid tax regulations.

采购合同项下的价款均应为含税价。双方应当根据届时有效的税法规定各自缴纳相关税费。

11. BMW China's Tax Registration Information

宝马中国的税务登记信息

Company's name: BMW China Automotive Trading Ltd.

公司名称: 宝马(中国)汽车贸易有限公司

Tax Registration Number 110105717859867

税务登记号: 110105717859867

Address: 28th F, Tower B, Gateway Plaza, No. 18 Xia Guang Li North Road East Third Ring, Chaoyang District, PRC.

地址: 中国北京市朝阳区东三环北路霞光里18号佳程广场B座28层

Telephone 010-84558000

电话: 010-84558000

Bank Account: Bank of China Beijing Chaoyang Branch 335056019363

开户银行及帐号: 中国银行北京朝阳支行 335056019363

III. Special Provisions 特别约定

12. Time of Delivery of Services: Jan 12, 2018

服务交付时间: 2018年1月12日

13. Location of Delivery of Services: GM5 Theme Park and 红太阳生态园

服务交付地点: GM5 Theme Park and 红太阳生态园

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