



世界贸易组织

# 政府采购协定

(中英文对照)



Agreement  
on Government  
Procurement

商务部世界贸易组织司 编



中国财政经济出版社

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## 译者序

本书收录了世界贸易组织(WTO)《1994 年政府采购协定》文本及各附录的原文和中文译文,还收录了《1994 年政府采购协定》修改本的英文原文和中译文,附在本书最后。

《政府采购协定》的作准语文为英文本、法文本或西班牙文本,中文译文仅供参考,不具法律效力,特别是对于各参加方具体承诺中包含的各实体名称和刊物名称等,中译文并非固定译法,仅为例示性质,应以作准语文为准。

协定文本、各附录和各附件原文的页码均独立编排,本书在编辑时在保留原页码的同时,另对全书页码统一编排,并据此编制了目录,以方便读者阅读。

本书在翻译过程中,得到了商务部有关司局和驻外机构的协助,在此表示感谢。

## 《政府采购协定》历史沿革

1947年	政府采购排除在GATT管辖范围之外 (GATT 第3条第8款和第17条第2款)
1979年4月	《1979年政府采购协定》签署
1981年1月	《1979年政府采购协定》生效
1983年11月	根据《1979年政府采购协定》第9条第6款(b)项 开始谈判
1986年11月	达成对《1979年政府采购协定》第1、2、4、5及6 条进行修正的议定书
1988年1月	《1979年政府采购协定》修正本生效
1994年4月	《1994年政府采购协定》签署
1996年1月	《1994年政府采购协定》生效
1997年2月至今	根据《1994年政府采购协定》第24条第7款 开始谈判
2006年12月	《1994年政府采购协定》修改本临时议定文本

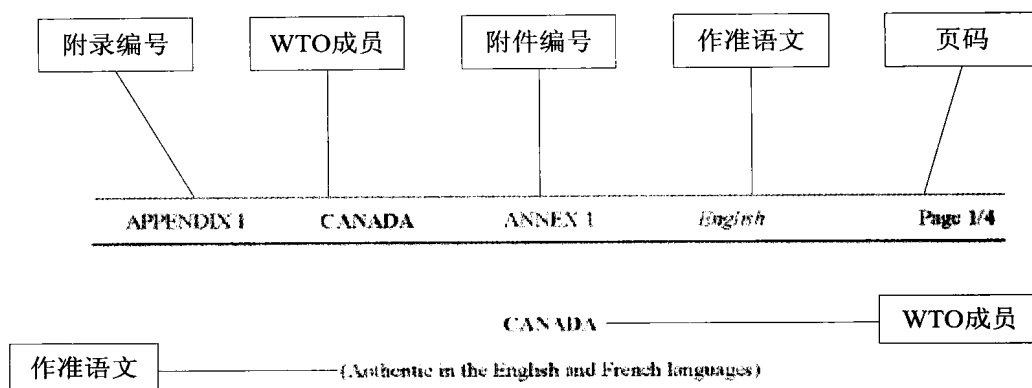
## 《1994 年政府采购协定》参加方

参加方	生效日期/加入日期
加拿大	1996 年 1 月 1 日
欧洲共同体 <sup>1</sup> 及其 27 个成员国：	
奥地利、比利时、丹麦、芬兰、法国、 德国、希腊、爱尔兰、意大利、卢森堡、 荷兰、葡萄牙、西班牙、瑞典、英国	1996 年 1 月 1 日
塞浦路斯、捷克、爱沙尼亚、匈牙利、 拉脱维亚、立陶宛、马耳他、波兰、 斯洛伐克、斯洛文尼亚	2004 年 5 月 1 日
保加利亚、罗马尼亚	2007 年 1 月 1 日
中国香港	1997 年 6 月 19 日
冰岛	2001 年 4 月 28 日
以色列	1996 年 1 月 1 日
日本	1996 年 1 月 1 日
韩国	1997 年 1 月 1 日
列支敦士登	1997 年 9 月 18 日
荷属阿鲁巴	1996 年 10 月 25 日
挪威	1996 年 1 月 1 日
新加坡	1997 年 10 月 20 日
瑞士	1996 年 1 月 1 日
中国台北 <sup>2</sup>	2009 年 7 月 15 日
美国	1996 年 1 月 1 日

注：

1. 由于法律原因，欧洲联盟在 WTO 事务中正式称为“欧洲共同体(European Communities)”。欧盟是具有自身权利的WTO成员，其27个成员国也均为具有自身权利的WTO成员，欧盟及其成员国合计为28个WTO成员。
2. 即台湾、澎湖、金门、马祖单独关税区，在WTO中简称“Chinese Taipei(中国台北)”。根据WTO政府采购委员会的决定，中国台北的《政府采购协定》涵盖范围中所使用的称谓和术语仅用于澄清其涵盖范围，并不具有主权含义。

## 图例



### ANNEX 1

#### *Federal Government Entities*

<i>Thresholds:</i>	130,000 SDRs	-	<i>Goods</i>
	130,000 SDRs	-	<i>Services</i> covered in Annex 4
	5,000,000 SDRs	-	<i>Construction</i> covered in Annex 5

#### *List of entities:*

1. Department of Agriculture and Agri-Food
2. Canadian Food Inspection Agency (Not including procurements respecting FSCs 36, 70 and 74 in respect of the administration and enforcement of the *Fish Inspection Act*.)
3. Department of Canadian Heritage (Not including procurements respecting FSCs 36, 70 and 74 in respect of those functions that were formerly the responsibility of the Department of Communications.)
4. Office of the Coordinator, Status of Women
5. Parks Canada Agency
6. Department of Citizenship and Immigration
7. Immigration and Refugee Board
8. Department of the Environment
9. Department of Foreign Affairs and International Trade
10. Canadian International Development Agency (on its own account)
11. Department of Finance
12. Canadian International Trade Tribunal
13. Municipal Development and Loan Board
14. Office of the Superintendent of Financial Institutions
15. Department of Fisheries and Oceans (Not including procurements respecting FSCs 36, 70 and 74.) (For purposes of Article XXIII, the national security considerations applicable to the Department of National Defence are equally applicable to the Canadian Coast Guard other than the functions of the Canadian Coast Guard retained by the Department of Transport pursuant to Order under the *Public Service Rearrangement and Transfer of Duties Act* published in the *Canada Gazette*, Part II, as SI/95-46, namely the Harbours and Ports Directorate, the regional Harbours and Ports Branches, the Marine Regulatory Directorate, the Ship Inspection Directorate and the regional Ship Inspection Branches of the Canadian Coast Guard.)
16. Department of Health
17. Medical Research Council
18. Department of Human Resources Development
19. Canada Employment Insurance Commission
20. Canada Labour Relations Board

法律文件编号

9 December 2003 (WT/Let/454)

法律文件生效日期

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AGREEMENT ON  
GOVERNMENT PROCUREMENT  
1994 年政府采购协定

## **AGREEMENT ON GOVERNMENT PROCUREMENT**

*Parties to this Agreement* (hereinafter referred to as "Parties"),

*Recognizing* the need for an effective multilateral framework of rights and obligations with respect to laws, regulations, procedures and practices regarding government procurement with a view to achieving greater liberalization and expansion of world trade and improving the international framework for the conduct of world trade;

*Recognizing* that laws, regulations, procedures and practices regarding government procurement should not be prepared, adopted or applied to foreign or domestic products and services and to foreign or domestic suppliers so as to afford protection to domestic products or services or domestic suppliers and should not discriminate among foreign products or services or among foreign suppliers;

*Recognizing* that it is desirable to provide transparency of laws, regulations, procedures and practices regarding government procurement;

*Recognizing* the need to establish international procedures on notification, consultation, surveillance and dispute settlement with a view to ensuring a fair, prompt and effective enforcement of the international provisions on government procurement and to maintain the balance of rights and obligations at the highest possible level;

*Recognizing* the need to take into account the development, financial and trade needs of developing countries, in particular the least-developed countries;

*Desiring*, in accordance with paragraph 6(b) of Article IX of the Agreement on Government Procurement done on 12 April 1979, as amended on 2 February 1987, to broaden and improve the Agreement on the basis of mutual reciprocity and to expand the coverage of the Agreement to include service contracts;

*Desiring* to encourage acceptance of and accession to this Agreement by governments not party to it;

*Having undertaken* further negotiations in pursuance of these objectives;

Hereby agree as follows:

# 政府采购协定

本协定各参加方(以下简称“各参加方”),

认识到需要就有关政府采购的法律、法规、程序和做法建立一个有效的权利和义务的多边体制,以期实现世界贸易更大程度的自由化和扩大、改善进行世界贸易的国际框架;

认识到有关政府采购的法律、法规、程序和做法的制定、采用或对国外或国内产品和服务及对国外或国内供应商的适用不应国内产品或服务或国内供应商提供保护,也不应在国外产品或服务或国外供应商之间造成歧视;

认识到有关政府采购的法律、法规、程序和做法宜具有透明度;

认识到需要建立关于通知、磋商、监督和争端解决的国际程序,以期保证有关政府采购的国际规定得到公平、迅速和有效的实施,并维持权利与义务的最大可能的平衡;

认识到需要考虑发展中国家、特别是最不发达国家的发展、财政和贸易需要;

期望依照 1979 年 4 月 12 日订立并于 1987 年 2 月 2 日修正的《政府采购协定》第 9 条第 6 款(b)项的规定,在互惠的基础上扩展和改善该协定,并扩大该协定的适用范围以包括服务合同;

期望鼓励未参加本协定的政府接受和加入本协定;

为追求这些目标而承诺进行进一步谈判;

特此协议如下;

## **Article I**

### *Scope and Coverage*

1. This Agreement applies to any law, regulation, procedure or practice regarding any procurement by entities covered by this Agreement, as specified in Appendix I.<sup>1</sup>
2. This Agreement applies to procurement by any contractual means, including through such methods as purchase or as lease, rental or hire purchase, with or without an option to buy, including any combination of products and services.
3. Where entities, in the context of procurement covered under this Agreement, require enterprises not included in Appendix I to award contracts in accordance with particular requirements, Article III shall apply *mutatis mutandis* to such requirements.
4. This Agreement applies to any procurement contract of a value of not less than the relevant threshold specified in Appendix I.

## **Article II**

### *Valuation of Contracts*

1. The following provisions shall apply in determining the value of contracts<sup>2</sup> for purposes of implementing this Agreement.
  2. Valuation shall take into account all forms of remuneration, including any premiums, fees, commissions and interest receivable.
  3. The selection of the valuation method by the entity shall not be used, nor shall any procurement requirement be divided, with the intention of avoiding the application of this Agreement.
  4. If an individual requirement for a procurement results in the award of more than one contract, or in contracts being awarded in separate parts, the basis for valuation shall be either:
    - (a) the actual value of similar recurring contracts concluded over the previous fiscal year or 12 months adjusted, where possible, for anticipated changes in quantity and value over the subsequent 12 months; or
    - (b) the estimated value of recurring contracts in the fiscal year or 12 months subsequent to the initial contract.
  5. In cases of contracts for the lease, rental or hire purchase of products or services, or in the case of contracts which do not specify a total price, the basis for valuation shall be:
    - (a) in the case of fixed-term contracts, where their term is 12 months or less, the total contract value for their duration, or, where their term exceeds 12 months, their total value including the estimated residual value;
    - (b) in the case of contracts for an indefinite period, the monthly instalment multiplied by 48.
- If there is any doubt, the second basis for valuation, namely (b), is to be used.

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<sup>1</sup> For each Party, Appendix I is divided into five Annexes:

- Annex 1 contains central government entities.
- Annex 2 contains sub-central government entities.
- Annex 3 contains all other entities that procure in accordance with the provisions of this Agreement.
- Annex 4 specifies services, whether listed positively or negatively, covered by this Agreement.
- Annex 5 specifies covered construction services.

Relevant thresholds are specified in each Party's Annexes.

<sup>2</sup> This Agreement shall apply to any procurement contract for which the contract value is estimated to equal or exceed the threshold at the time of publication of the notice in accordance with Article IX.

## 第 1 条

### 范围

1. 本协定适用于有关本协定涵盖实体所从事的任何采购的任何法律、法规、程序或做法，本协定所涵盖实体在附录 1<sup>1</sup>中列明。
2. 本协定适用于通过任何契约方式进行的采购，包括通过购买、租赁、租购等方法，无论有无购买选择权，包括产品和服务的任何组合。
3. 如实体在从事本协定涵盖的采购时，要求未列入附录 1 的企业依照特殊要求授予合同，则第 3 条在细节上作必要修改后应适用于此类要求。
4. 本协定适用于价值不低于附录 1 所列有关最低限额的任何采购合同。

## 第 2 条

### 合同估价

1. 下列规定应适用于为实施本协定的目的而进行的对合同价值<sup>2</sup>的确定。
  2. 估价应考虑所有形式的报酬，包括任何奖金、酬金、佣金和应收利息。
  3. 实体对估价方法的选择不得用于避免本协定的适用，也不得为此目的而分割任何采购要求。
  4. 如一单项采购要求授予一个以上的合同，或使合同分几部分授予，则估价基础应为：
    - (a) 前一财政年度或 12 个月中订立的类似续生合同的实际价值，如可能，根据在其后 12 个月中数量和金额的预期变化进行调整；或
    - (b) 在本财政年度或最初合同订立后的 12 个月中订立的续生合同的估计价值。
  5. 对于产品或服务的租赁、租购合同或对于未列明总价的合同，估价基础应为：
    - (a) 对于定期合同，如其期限等于或少于 12 个月，则估价基础应为合同有效期内的合同总价值，或如果其期限超过 12 个月，则估价基础应为包括估计的剩余价值在内的合同总价值。
    - (b) 对于期限不确定的合同，估价基础应为月摊付额与 48 的乘积。
- 如有任何疑问，则使用第二种估价基础，即(b)项。

<sup>1</sup> 对于每一参加方，附录 1 分为 5 个附件：

- 附件 1 包含中央政府实体。
- 附件 2 包含地方政府实体。
- 附件 3 包含依照本协定规定进行采购的所有其他实体。
- 附件 4 列明本协定涵盖的服务，无论以肯定列表形式还是以否定列表形式。
- 附件 5 列明所涵盖的建筑服务。

有关最低限额列在每一参加方的附件中。

<sup>2</sup> 本协定应适用于估计合同价值等于或超过依照第 9 条公布有关通知时的最低限额的任何采购合同。



6. In cases where an intended procurement specifies the need for option clauses, the basis for valuation shall be the total value of the maximum permissible procurement, inclusive of optional purchases.

### ***Article III***

#### ***National Treatment and Non-discrimination***

1. With respect to all laws, regulations, procedures and practices regarding government procurement covered by this Agreement, each Party shall provide immediately and unconditionally to the products, services and suppliers of other Parties offering products or services of the Parties, treatment no less favourable than:

- (a) that accorded to domestic products, services and suppliers; and
- (b) that accorded to products, services and suppliers of any other Party.

2. With respect to all laws, regulations, procedures and practices regarding government procurement covered by this Agreement, each Party shall ensure:

- (a) that its entities shall not treat a locally-established supplier less favourably than another locally-established supplier on the basis of degree of foreign affiliation or ownership; and
- (b) that its entities shall not discriminate against locally-established suppliers on the basis of the country of production of the good or service being supplied, provided that the country of production is a Party to the Agreement in accordance with the provisions of Article IV.

3. The provisions of paragraphs 1 and 2 shall not apply to customs duties and charges of any kind imposed on or in connection with importation, the method of levying such duties and charges, other import regulations and formalities, and measures affecting trade in services other than laws, regulations, procedures and practices regarding government procurement covered by this Agreement.

### ***Article IV***

#### ***Rules of Origin***

1. A Party shall not apply rules of origin to products or services imported or supplied for purposes of government procurement covered by this Agreement from other Parties, which are different from the rules of origin applied in the normal course of trade and at the time of the transaction in question to imports or supplies of the same products or services from the same Parties.

2. Following the conclusion of the work programme for the harmonization of rules of origin for goods to be undertaken under the Agreement on Rules of Origin in Annex 1A of the Agreement Establishing the World Trade Organization (hereinafter referred to as "WTO Agreement") and negotiations regarding trade in services, Parties shall take the results of that work programme and those negotiations into account in amending paragraph 1 as appropriate.