



對外經濟貿易大學
UNIVERSITY OF INTERNATIONAL BUSINESS AND ECONOMICS

Chapter 11

Invitation for Bids





I. 教学目的

By the end of the chapter, students should be able to know about

- key concepts related to an invitation for bids
- how to read an invitation for bids
- some knowledge concerning a legal case



II. 教学计划

This chapter will cover 3 hours. 2 hours for explanation of terms and the texts. And the other 1 hours for discussion and practice.



III. 教学方法

- Translation: key sentences and terms
- Paraphrasing: major words and sentences
- Summarizing: important paragraphs
- Discussion: key issues
- Questions and answers



IV. 背景知识

When one advertises that bids will be received for a construction project, the bid may be given to the lowest bid, but it may also be let to a low bidder who is the best in terms of financial responsibility. The bidder may withdraw a bid at any time before it has been accepted. This chapter deals with a case in which the offeror and the offeree are involved in a construction project transaction.



V. 重点讲解


1. 概念讲解

General contractor: 总承包人

One who contracts to do something; one of the parties to contract.

Defendant: 被告

A person against whom an action is brought in a court of law.



Plaintiff: 原告，申诉人

A person who brings an action against somebody in a court of law.

Offer: 报盘

To express a desire to enter into an arrangement or contract with another party.




Offeror: 发盘方 a person who makes an offer

Offeree: 受盘人 a person receiving and accepting an offer



Option: 期权，购买选择权

A contract by which one party, the giver or holder, gives a small sum of money, the premium or option money, to the other party, the taker, for the right to buy from, or sell to, him a certain quantity of a stated security or commodity during an agreed period, usu. three, six or nine months, at an agreed price,



the striking price; this price remains fixed during the entire period of the option and allows the giver, who is usu. speculator, limit his losses and increase his gains according to movements in the market price during the period.




Bid: 递盘, 报盘, 出价

An offer to buy something at a stated price, esp. at an auction



Sealed bid: 密封投标

a system by which suppliers are invited, usu. by advertisements, to submit tenders for supplying certain stated goods or services. Each tenderer puts his bid in a sealed envelope so that none of the other tenderers knows what price he has quoted.



At a certain time and place, all the envelopes are opened and the contract is given to the tenderer who quotes the lowest price if he is judged able to perform the contract satisfactorily.




State statute: the written law made by a statute, i.e. the laws passed by the legislature or highest law-making body of a country.

成文法规，通过法令颁布的成文法，即由一国立法机构或制定法律的最高组织通过的法律。




Accept: to make oneself responsible for performing a duty, e.g. making a payment.

承诺，履行某项义务，如付款。




Consideration: something of material value given or sacrificed by a party to a contract in return for some duty taken upon himself by the other party. Consideration may be in the form of a payment of money, a delivery of goods, a performance of services or promises to do or make any of these.

对价，补偿费，酬金合同的一方给予的或牺牲的某种物质的价值，作为对对方承担义务的回报。报酬的形式可以是支付金钱、给予商品、提供服务或是答应做到上述任何一种报偿。




Rain check: A ticket stub entitling the holder to admission to a future event if the scheduled event is canceled because of rain; An assurance to a customer that an item on sale that is sold out or out of stock may be purchased later at the sale price; A promise that an unaccepted offer will be renewed in the future.

雨票：因下雨而使计划事件取消时所发的门票票根使得持有人可以参加未来的事件；当商品卖完或脱销以后，给予客户的可以按照售价购买的保证；一个未接受要约会在未来延期的允诺。



Counter offer: this has the effect of rejection of the original offer, an offeree cannot later accept the original offer. A mere request for further information made without any intention of rejecting the terms of the offer does not have the same effect.

反要约：反要约的后果是否决先前的要约，受要约人不能在此以后再承诺原要约。但是，如果仅仅是提出进一步了解有关信息的要求，而无一否认要约条款，则没有同样的效力。

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- ◆ Daylight saving time: time that, in some countries, is the result of putting all clocks one hour ahead of (i.e. later than) standard time, esp. during summer, to add one more hour of daylight to the normal working day.
夏令时，在有些国家，把所有的钟都比标准时都拨早一小时的时间，尤其在夏季，以给正常的工作日增加一小时的日照。



bidder 出价人, 投标人

written contract 书面合同

Home office 政部 (英国)

general conditions 基本条件

supplementary conditions 附属条件

bid bond 投标保证金



performance bond 履约保证金

certified check 保付支票

enforceable contract 可强制执行的合同

recoverable offer 可撤销要约

oral offer 口头报价

outstanding offer 未履行要约

UCC: Uniform Commercial Code, 统一商法典



submit a bid 投标

withdraw a bid 撤销投标

advertisement for bids 招标公告

sealed bids 密封招标

opening of bids 公开招标

real property 不动产，物权

public offers 面向公众的要约



contract documents 合同文件

section 条款

notice of award 决标通知

notice of proceed 开工通知

certificate of substantial completion 确实完工证书；证明
书

general offer 一般报价


expiration date 有效期限



2. 句子讲解


1. We are of the opinion that the defendants in executing the agreement made a promise which they should have reasonably expected would induce the plaintiff to submit a bid based thereon to the Government, that such promise did induce this action, and that injustice can be avoided only by enforcement of the promise.

译文：我们认为被告执行该协议时便作出了一个承诺，因此他们应该会想到这会导致原告因他的报价而向政府进行投标，而这一承诺的确导致了这一行为，只有强制执行承诺方可避免不公正。



2. When plaintiff used defendant's offer in computing his own bid, he bound himself to perform in reliance on defendant's term. Though defendant did not bargain for this use of its bid neither did defendant make it idly, indifferent to whether it would be used or not.

译文：当原告计算他自己的报价时使用了被告的报价，他便使自己要按被告的条件来行动，然而，被告并未因使用他的报价而提出异议，但他也没有随随便便地提出报价而不管是否会被使用。



3. Given this interest and the fact that plaintiff is bound by his own bid, it is only fair that plaintiff should have at least an opportunity to accept defendant's bid after the general contract has been awarded to him.

译文：由于存在这种利益关系，并且由于受自己的报价所约束，在得到总承包合同以后，原告至少应该有机会接受被告的报价，只有这样做才是合理的。