

机 电 产 品 国 际 招 标

招 标 文 件

**The bidding documents for ICB of
Mechanic & Electronic Products
(第 二 册)
(Volume Two)**

招标编号/ Tender number :0834-2241SH22A564

**货物名称：单色器液氮循环机组（4 套）
Liquid Nitrogen Cryo-cooler (4sets)**

招标人名称：中国科学院上海高等研究院

**Tenderee: Shanghai Advanced Research Institute, Chinese Academy of
Sciences.**

招 标 机 构：上海中招招标有限公司

Tendering Agent: Shanghai CNTC Tendering Co.,Ltd.

2022年12月28日

第五章 投 标 邀 请

Section 5. Invitation for Bids

日期/ Date: 2022-12-28

上海中招招标有限公司（以下简称：招标机构）受中国科学院上海高等研究院（以下简称：招标人）委托，对下述货物和服务进行国际公开竞争性招标，我们竭诚欢迎合格投标人参加投标。

/ Shanghai CNTC Tendering Co.,Ltd.(hereinafter called "the Tendering Agent"), authorized and on behalf of Shanghai Advanced Research Institute, Chinese Academy of Sciences. (hereinafter called "the Tenderee"), We cordially welcome eligible bidders for the supply of following goods and service by way of International Competitive Bidding.

1、招标条件 / Bidding Conditions

项目概况/Project Overview: 科学研究/scientific research。

现招标人资金已到位，具备了招标条件。/Now Funds have been put in place, the Project is with the bidding conditions.

2、招标内容

招标编号/ Bid No.: 0834-2241SH22A564

招标货物名称：单色器液氮循环机组（4 套）

Liquid Nitrogen Cryo-cooler (4sets)

项目实施地点：上海市浦东新区海科路 99 号

/Place of Implementation: No.99 Haik Road, Zhangjiang, Pudong, Shang

招标产品清单 / List of Products:

序号 / No.	货物名称/ Name of the goods	数量 /Quantity	简要技术规格 /Main Technical Data	交货期 / Delivery schedule
1	单色器液氮循环机组 / Liquid Nitrogen Cryo-cooler	4 套/4sets	详见第八章 See Section 8	合同签订后 15 个月内。 /Within 15 months after signing the contract.

3、*投标人资格要求 /Qualification Requirements For Bidder:

1)如果投标人所投的货物不是投标人自己制造的，投标人应得到制造商同意其在本次投标中提供

该货物的正式授权书;

1) In the case of a Bidder offering to supply goods under the contract which the Bidder does not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' manufacturer or producer to supply the goods in this bidding project;

2) 投标人开户银行在开标日前三个月内开具的资信证明原件或复印件;

2) Bidder shall provide the bank reference letter issued within three months prior to the time of bid opening in original or its copy;

3) 投标人或货物制造商有不少于 5 套同类产品的销售业绩 (须提供业绩清单及合同复印件或用户的书面证明)。

3) The bidder or goods manufacturer has sales performance of at least 5 sets of similar products (performance list and contract copy or written certificate of the user must be provided)(performance list and copy of contract or user's written certificate must be provided)(performance list and copy of contract or user's written certificate must be provided).

4、本次招标不**接受**联合体投标。/ **Joint Bids NOT Available.**

5、招标文件的获取 / Acquisition of Bidding Document

招标文件购买时间: 2022 年 12 月 28 日至 2023 年 01 月 05 日, 每天 (节假日除外) 9 时至 11 时 30 分, 13 时 30 分至 16 时 (北京时间)

/Time of Selling Bidding Documents: from 2022-12-28 to 2023-01-05, the deadline at working time 9:00-11:30,13:30-16:00 (Beijing Time).

招标文件发售地点: 上海市共和新路 1301 号 D 座 2 楼

/Place of Selling Bidding Documents:Office, 2F, Block D, No. 1301, Gonghexin Road, Shanghai

招标文件售价: 每包售价: 500 元人民币, 或 100 美元, 售后不退。

/Price of Bidding Documents: RMB 500, or USD 100 for each set. .

6、投标文件的递交 / Bid Submission

投标截止时间/开标时间: 2023 年 01 月 18 日 09 时 30 分 (北京时间)

/Deadline for Submitting Bids/Time of Bid Opening: 2023-01-18, 09:30 (Beijing Time)

投标文件送达地点: 上海市共和新路 1301 号 D 座 2 楼会议室

/Place of Bid: Meeting Room, 2F, Block D, No. 1301, Gonghexin Road, Shanghai

开标地点：上海市共和新路 1301 号 D 座 2 楼会议室

/Place of Bid : Meeting Room, 2F, Block D, No. 1301, Gonghexin Road, Shanghai

7、联系方式 / Contact Details

招标人名称：中国科学院上海高等研究院

/Name of Tenderer : Shanghai Advanced Research Institute, Chinese Academy of Sciences.

招标人地址：上海市浦东新区海科路99号。

/Address : No.99 Haik Road, Zhangjiang, Pudong, Shang

联系人/Contacting Persons: /陈洁、张龙凤/Chen Jie、Zhang Longfeng

电话/Tel No.: 86-21-66272917、33933037

招标机构名称：上海中招招标有限公司

/ Name of the Tendering Agent : Shanghai CNTC Tendering Co.,Ltd.

地址：上海市共和新路1301号D座2楼

/ Address : 2F, Block D, No. 1301, Gonghexin Road, Shanghai

邮政编码/ Postcode: 200070

联系人：陈永亮、张 佳、张安琪

/Contacting Persons: Chen Yongliang, Zhang Jia, Zhang Anqi

电话/Tel No.: 86-21-66272917, 18317094335

电子信箱/ E-mail Add.:ba18317094335@163.com

8、汇款方式 / Remittance Approach

人民币账户：

开户名称：上海中招招标有限公司

/ Name of the Tendering Agent: Shanghai CNTC Tendering Co.,Ltd.

开户银行（人民币）：中国民生银行上海分行虹桥支行

Account Bank (RMB): China Minsheng Banking Corp.,Ltd.Shanghai Branch Hongqiao Sub-branch

帐 号（人民币）/Account NO. (RMB): 0208014210004789

美元帐号:

开户名称: 上海中招招标有限公司

/ Name of the Tendering Agent: Shanghai CNTC Tendering Co.,Ltd.

开户银行(美元): 中国民生银行上海分行虹桥支行

Account Bank (USD): China Minsheng Banking Corp.,Ltd.Shanghai Branch Hongqiao Sub-branch

帐号(美元)/Account NO. (USD): 0208144210000137

Swift BIC: MSBCCNBJ002

如果标书费和保证金采用电汇方式, 请务必注明本项目的招标编号: 0834-2241SH22A564

*****投标人应当于招标文件载明的投标截止时间前在中国国际招标网(以下简称“招标网”, 网址: <http://www.chinabidding.com>) 成功注册。否则, 投标人将不能进入招标程序, 由此产生的后果由其自行承担。**

The bidder shall be successfully registered in the China international bidding network (hereinafter referred to as the "tender website", website: <http://www.chinabidding.com>) before the deadline of the bid documents specified in the bidding documents. Otherwise, the bidder will not be able to enter the bidding process, and the consequent consequences will be borne by the bidder.

第六章 投标资料表

Section 6. Bid Data Sheet

本章关于要采购的货物的具体资料是对“第一章投标人须知”的具体补充或修改，如有矛盾应以本投标资料表为准。

/Specific information in this section for goods to be procured complements or modifies the Instructions to Bidders in Section 1. In case of contradictions, this Bid Data Sheet shall govern.

条款号	内 容
1.2	<p>招标人名称： 中国科学院上海高等研究院 /Name of Tenderer: Shanghai Advanced Research Institute, Chinese Academy of Sciences.</p> <p>招标人地址： 上海市浦东新区海科路99号 /Address: No.99 Haik Road, Zhangjiang, Pudong, Shang</p> <p>联系人/Contacting Persons: /陈洁、张龙凤/Chen Jie、Zhang Longfeng</p> <p>电话/Tel No.: 86-21-66272917、33933037</p> <p>电子信箱/ E-mail Add.:chenjie@sari.ac.cn</p> <p>招标机构名称:上海中招招标有限公司 / Name of the Tendering Agent : Shanghai CNTC Tendering Co.,Ltd.</p> <p>招标机构地址: 上海市共和新路1301号D座2楼 / Address : 2F, Block D, No. 1301, Gonghexin Road, Shanghai</p> <p>邮政编码/ Postcode: 200070</p> <p>联系人/Contacting Persons: /陈永亮、张 佳、张安琪/Chen Yongliang, Zhang Jia, Zhang Anqi</p> <p>电话/Tel No.: 86-21-66272917, 18317094335</p> <p>电子信箱/ E-mail Add.:ba18317094335@163.com</p>
1.3	<p>项目概况: <u>科学研究</u>。</p> <p>/Project Overview: <u>scientific research</u>.</p>

	资金性质/Funds: 财政资金/Government Funds;
6.1	<p>潜在投标人对招标文件如要求澄清，请在2023年01月06日 12 时前以书面形式一次性发给招标机构，传真至：86-21-66272917，并发 E-mail（Word 版）至： <u>ba18317094335@163.com</u></p> <p>The Bidder requiring any clarification of the bidding documents may notify the Tendering Agent before <u>2023-01-06</u> , <u>12:00</u> , Fax No. : 86-21-66272917 ; E-mail（Word）： <u>ba18317094335@163.com</u></p>
8.1	投标语言：中文和/或英文 / Language of Bid: Chinese and/or English
*10.3	本项目只允许投标人 提供一个投标方案 ，否则，其投标将被否决。/This project is only allowed the bidder to provide a bid proposal, otherwise, the bid will be rejected.
11.2	<p>本次招标允许的缺漏项比重为投标总价的5%。如有缺漏项，以其它有效标中该项的最高价为计算依据。 / The proportion of missing items allowed is 5% of the total bid price.</p> <p>If any missing, the highest price of the same item in other effective tenders will be calculated on the basis.</p>
*11.4	<p>本次招标不接受选择性报价。/Alternative bid is not permitted.</p> <p>本次招标不接受附加条件的报价。/Bid price with additional condition will not be accepted.</p>
11.5	<p>本次招标设最高投标限价：5,000,000.00 RMB。</p> <p>/ This tender sets a maximum bid limit: 5,000,000.00 RMB.</p> <p>以首次发布招标公告日中国银行总行首次发布的外币对人民币的现汇卖出价进行投标货币对人民币的转换。 / All the bid prices will be converted into the RMB by the first release of Foreign currency cash offer price of RMB at Bank of China on the first time issued a tender announcement.</p> <p>过此价格为否决其投标（外币报价时，投标人应考虑汇率波动风险，由此产生的超过最高投标限价而废标的风险，由投标人自行承担）/If the price exceeds this price, the bid will be rejected (in case of foreign currency quotation, the bidder shall consider the risk of exchange rate fluctuation, and the risk of bid rejection caused by exceeding the maximum bid price limit shall be borne by the bidder).</p>
11.6.1	从中华人民共和国关境内提供的货物 /for goods offered within customs territory of PRC:

	<p>1) 关境内制造的货物/ for manufactured Goods of the customs territory of PRC</p> <p>① 出厂价（包括主机和标准附件及质保期内的备品备件价格）/ EXW（Including the cost of the Basic Machine and Standard Accessories, spare parts during the warranty period.）</p> <p>② 提供货物运至最终目的地的关境内运输、保险和伴随货物交运的有关费用；请单独报价并计入投标总价；/ The Bidder shall provide the price of inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination. This price shall be included in the Total Bid Price.</p> <p>③ 其他伴随服务费用：包括专用工具费、培训费、技术服务费及其他与执行本合同相关的伴随服务费。/ The price of other incidental services: including the cost of cost of special tools, cost of training, cost of technical service; other costs of incidental services related to implement the contract.</p> <p>2) 投标截止时间前已经进口的货物/The goods has been imported before the deadline for submission of bids</p> <p>① 仓库交货价（包括主机和标准附件及质保期内的备品备件价格） / EX-Warehouse（Including the cost of the Basic Machine and Standard Accessories, spare parts during the warranty period.）</p> <p>② 提供货物运至最终目的地的关境内运输、保险和伴随货物交运的有关费用；请单独报价并计入投标总价；/ The Bidder shall provide the price of inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination. This price shall be included in the Total Bid Price.</p> <p>③ 其他伴随服务费用：包括专用工具费、培训费、技术服务费及其他与执行本合同相关的伴随服务费。/ The price of other incidental services: including the cost of cost of special tools, cost of training, cost of technical service; other costs of incidental services related to implement the contract.</p>
11.6.2	<p>从中华人民共和国关境外提供的货物/ for goods offered from abroad :</p> <p>1) CIP 上海（包括主机和标准附件及质保期内的备品备件价格） /CIP Shanghai（Including the cost of the Basic Machine and Standard Accessories, spare parts during the warranty period.）</p> <p>2) 其他伴随服务费用：包括专用工具费、培训费、技术服务费及其他与执行本合同相关</p>

	<p>的伴随服务费。/ The price of other incidental services: including the cost of cost of special tools, cost of training, cost of technical service; other costs of incidental services related to implement the contract.</p> <p>3) 保险费须保险至张衡路239号。/ Premium to be insured to No. 239, zhangheng Road.</p> <p>注：针对原产于美国的投标产品，由于中美贸易摩擦原因需对部分产品加征关税，则加征部分的税金由投标方承担，所有参与本项目投标的投标人均被默认为接受此条款，如果投标人在投标文件中表明不接受本条款的，则按无效标处理。/For the bidding products originated from the United States, some products need to be subject to additional tariff due to Sino US trade friction, and the additional tax shall be borne by the bidder. All bidders participating in the bidding of this project are deemed to accept this clause by default. If the bidder indicates in the tender document that he / she does not accept this clause, it shall be treated as invalid bid.</p>
12.1	<p>投标货币（从中华人民共和国关境内提供的货物和服务）：人民币</p> <p>/Bid Currencies (for goods and services from within PRC) : RMB</p>
12.2	<p>投标货币（从中华人民共和国关境外提供的货物和服务）：美元或其他国际通用货币</p> <p>/ Bid Currencies (for goods and services from abroad) : USD or other international circulation currencies</p>
*13.1	<p>本次招标不允许联合体投标。/ Joint Bids NOT Available.</p>
*13.3	<p>投标人资格标准：/Standard of bidder qualification:</p> <p>1)如果投标人所投的货物不是投标人自己制造的，投标人应得到制造商同意其在本次投标中提供该货物的正式授权书；</p> <p>1) in the case of a Bidder offering to supply goods under the contract which the Bidder does not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' manufacturer or producer to supply the goods in this bidding project;</p> <p>2) 投标人开户银行在开标日前三个月内开具的资信证明原件或复印件；</p> <p>2) Bidder shall provide the bank reference letter issued within three months prior to the time of bid opening in original or its copy;</p> <p>3) 投标人或货物制造商有不少于5套同类产品的销售业绩（须提供业绩清单及合同复印件或用户的书面证明）。</p>

	<p>3) The bidder or goods manufacturer has sales performance of at least 5 sets of similar products (performance list and contract copy or written certificate of the user must be provided)(performance list and copy of contract or user's written certificate must be provided)(performance list and copy of contract or user's written certificate must be provided).</p>
14.3	<p>2) 货物从招标人验收后开始使用至质保期结束内正常、连续地使用所必须的备件和专用工具清单，包括备件和专用工具的货源及现行价格；</p> <p>/ a list, giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for the warranty period, following commencement of the use of the goods by the Tenderee;</p> <p>4) 技术支持资料的其他形式：<u>制造商网站最新发布资料打印件或制造商出具的证明文件</u>。/Other Form of the supporting technical information: <u>Data printouts latest released by the Manufacturer's website. or Certificate issued by the manufacturer.</u></p>
*15.1	<p>投标保证金金额/ Bid Security:</p> <p>不少于投标总价的1.5%。 / Not less than 1.5% of the Total Bid Price.</p>
*15.3	<p>投标保证金货币、形式和有效期/Form and validity of the bid:</p> <p>(1) 投标保证金可用投标货币或人民币。 / The Bid Security shall be denominated in the currency of the bid or in RMB.</p> <p>(2) 可以采用银行保函、现金、支票、银行汇票、银行本票、贷记凭证、电汇或网上支付形式中的任何一种，但不接受承兑汇票。境内投标人如以现金、支票、银行汇票、银行本票、贷记凭证、电汇或网上支付形式提交的，应当从投标人的基本账户转出。投标人需在投标文件中提供基本账户的开户许可证复印件并加盖公章。</p> <p>A bank guarantee, cash, check, bank drafts, cashier's check, certificate of credit, wire transfers, or online payment form; But does not accept the acceptances. The Bidder within PRC submitted in the form of cash, check, bank drafts, cashier's check, certificate of credit, wire transfers, or online payment; should be transferred from the basic account of the Bidder. The Bidder needs to provide the basic account opening permit a copy of the tender documents and official seal.</p> <p>(3) 投标保证金的有效期与投标有效期一致。 / The validity of the Bid Security consistent of the Period of Validity of Bids.</p>

<p>*15.5</p> <p>*15.6</p>	<p>投标保证金的退还及利息/Discharged the Bid Security and interest:</p> <p>(1) 未中标的投标人的投标保证金, 在招标机构发出《评标结果通知书》后 5 日内予以退还。</p> <p>/ Unsuccessful bidders' bid security will be discharged within five days after the Notification of Evaluation Result issued.</p> <p>(2) 中标人的投标保证金, 在中标人签订合同后的 5 日内予以退还。/ The successful Bidder's bid security will be discharged within five days upon the Bidder signing the contract.</p> <p>(3) 投标人的投标保证金采用银行保函形式递交的, 招标机构将原额退还, 不计利息。</p> <p>/ If the Bid Security with bank guarantee form, the Tendering Agent will be returned in its original amount, without interest.</p> <p>(4) 投标人的投标保证金采用现金、支票、银行汇票、银行本票、贷记凭证、电汇或网上支付形式提交的, 招标机构将退还投标保证金本金及同期银行存款活期利息, 利息从提交投标文件的截止之日算起(无效票据的除外)。/ If the Bid Security with cash, check, bank drafts, cashier's check, certificate of credit, wire transfers, or online payment form, the Tendering Agent will be returned in its original amount and current interest of over the same period bank deposits. Interest from the date of deadline for submission of bids. (except the invalid bills).</p> <p>(5) 如投标人未在以上 1) 和 2) 款规定的时间内来招标机构办理退还投标保证金手续的, 则投标保证金的利息只计取到上述规定时间为止。/ If the bidder will not discharge the Bid Security in the the prescribed time above (1) and (2), the Bid Security interest is counted only to the prescribed time.</p>
<p>16.1</p>	<p>投标有效期/Period of Validity of Bids:</p> <p>投标应自提交投标文件的截止之日起 <u>90</u> 日内保持有效。</p> <p>/ Bids shall remain valid for the period of <u>90</u> days from the Deadline for Submitting Bids.</p>
<p>17.1</p>	<p>投标文件的份数/ Number of Bid: 正本 <u>1</u> 份, 副本 <u>4</u> 份/ <u>One</u> original and <u>four</u> copies.。</p> <p>投标人应提供投标文件全部内容的电子文档 <u>1</u> 份(其中: 制造商资格申明、制造商授权函、分项报价表及报价清单文件须为单独的扫描件), 并密封在投标文件的正本内。/ The bidder shall prepare an electronic document sealed within the original bid, involving all contents of the bid (The Manufacturer's Qualification Statement, Letter of Authority from Manufacturer, Bid Schedule of Prices and list of Price must be Separate pieces of scanning) .</p>

*17.2	*投标文件的每一页都应由法定代表人或其授权代表用姓或首字母签字。/ Each page of the bid shall be initialed by the legal representative or a person or persons duly authoreized to bind the bidder.
18.2	1) 递交的地址/ Delivery Address: 中国上海市共和新路1301号D座2楼会议室 / Meeting Room, 2F, Block D, No. 1301, Gonghexin Road, Shanghai, Shanghai
18.2	2) 项目名称、投标邀请的标题、编号/Project Name, The Invitation for Bids(IFB) title and number: 0834-2241SH22A564
18.4	如果投标文件未按本须知要求密封, 招标机构将拒收。/ If the bid is not sealed and marked as required by ITB, the Tendering Agent will be rejected.
19.1	投标截止日期/ Deadline for Submitting Bids: <u>2023-01-18</u> 投标截止时间/ Time: <u>09:30</u> (北京时间/ Beijing time)。
22.1	开标日期/ Date of Bid Opening: <u>2023-01-18</u> 开标时间/ Time: <u>09:30</u> (北京时间/ Beijing time)。 开标地点/ Place: 中国上海市共和新路1301号D座2楼会议室 Meeting Room, 2F, Block D, No. 1301, Gonghexin Road, Shanghai
23.1	本次招标的评标方法/ Evaluation Method: 最低评标价法 / Lowest evaluated price method.
24.5.2	技术评议过程中, 有下列情况之一者, 其投标将被否决。/ The bid will be rejected, if it is found having any of the following during the technical evaluation: 2) 一般技术条款超出允许偏离的最大范围 <u>10</u> %或超出允许偏离的最多项数 <u>3</u> 项的。 2) The deviations of the bid to the Technical Specifications without the mark of asterisk (*) which are not key ones, have exceeded the maximum range 10% or the maximum deviation items <u>3</u> .
25.1	评标货币: <u>美元</u> ; 以开标当日中国银行总行首次发布的外币对人民币的现汇卖出价进行投标货币对美元的转换。 / Evaluation currency: <u>USD</u> ; All the bid prices will be converted into the U.S. dollar by the first release of Foreign currency cash offer price of RMB at Bank of China on the date of bid opening.
26.2	4) 偏离加价 : / Increase The Bid Price for acceptable deviation: 对一般的商务条款和技术条款(参数)允许偏离, 其评标价格为: 以该设备投标价

	<p>格为基准，每偏离一项增加该设备投标价格的百分之一（<u>1</u> %）。投标文件中没有单独列出该设备分项报价的，按投标总价计算。</p> <p>/ The Evaluated Bid Price for acceptable deviation to the Commercial and Technical Specifications without the mark of asterisk (*) which are not key ones: Taking this Bid Price of the equipment as the base, The Evaluated Bid Price will be increased 1 % of the Bid Price of the equipment for each deviation. IF Bidding Document has not list this Bid Price of the equipment, take the total bid price as the base.</p> <p>计算关境内产品、投标截止时间前已经进口产品的偏离加价时，应扣除投标报价中的相关税费。/</p> <p>5) 在价格评议过程中，有下列情况之一的，其投标将被否决。</p> <p>① 投标人投标报价缺漏项超出投标总价的5%的；</p> <p>② 缺漏项在投标总价的5%以内的，但投标人确认缺漏项不包含在投标价中的；</p> <p>③ 缺漏项加价和偏离加价累计超出投标总价的<u>10</u> %的。</p> <p>/ The bid will be rejected, if it is found having any of the following during the price comparison:</p> <p>① The proportion of missing items has exceeded 5% of the total bid price;</p> <p>② The proportion of missing items has $\leq 5\%$ of the total bid price, but the Bidder confirm this price of missing items is not be included in the Total Bid Price.</p> <p>③ The sum of Increase The Bid Price of missing items and for acceptable deviation have exceeded <u>10</u> % of the total bid Price.</p>
26.4	<p>根据本须知第26.3条的规定，对本投标资料表中选定的 <u>1、2、3、4、5</u> 评标因素，采用量化方法调整评标价格。</p> <p>/ For factor <u>1、2、3、4、5</u> retained in this Bid Data Sheet pursuant to ITB Clause 26.3, quantification methods will be applied, as detailed in the Bid Data Sheet.</p>
	<p>1) 投标人应提供每件包装箱的估计的尺寸、装运重量。/ The bidder shall furnish the estimated dimensions and shipping weight of each package.</p> <p>或者</p>

	2) 评标价中加入投标人提供的货物从进口口岸运至最终目的地的关境内运输、保险和伴随货物交运的有关费用。 / The price of inland transportation, insurance, and other local costs incidental to delivery of the goods from the port to their final destination which provided by the Bidder will be adopted into the Evaluated Price.
26.4.2	交货期：允许偏离,最多允许偏离1个月。 / Delivery schedule: Deviation is allowed, and the maximum deviation is 1 month.
26.4.3	付款条件：允许偏离，评标不加价。 / Deviation in payment schedule: deviation is allowed. Not to increase the bid evaluation price.
26.4.4	<p>零部件和备品备件的费用 / Cost of components and spare parts::</p> <p>1) 投标人应提供货物质保期内运行所需的零部件和备品备件的费用，并计入投标总价；如漏报，评标时将其它有效标中该项的最高价计入其评标总价。</p> <p>/ The Bidder shall provide a list with price of components and spare parts during the warranty period, and sum them to the total price. If any missing, the highest price of the same item in other effective tenders will be adopted into the total price of the evaluated price.</p>
26.4.5	<p>中国关境内的备件供应和售后服务设施： / Spare parts and after sales service facilities in the PRC:</p> <p>投标人在中国关境内应有维修服务设施和零部件库存，如没有，应提出相应的售后服务方案及费用，评标时计入评标价中。否则评标价上浮1%。</p> <p>/ The Bidder must have after-sale service facilities and spare parts in store in PRC. If haven't, should provide the related plan and cost, this cost shall be added to the bid price. Otherwise, the evaluated price will rise 1 %.</p>
26.4.6	<p>投标设备的预计运行和维护费用：不适用。</p> <p>/Operating and maintenance costs: Not applicable.</p>
26.4.7	<p>投标设备的性能和生产率：不适用。</p> <p>Performance and productivity of the equipment: Not applicable.</p>
26.4.8	<p>其他额外的评标因素和标准：不适用。</p> <p>Other additional factors and criteria: Not applicable.</p>
30*	<p>履约能力审查：详见招标文件（第二册）的附件。</p> <p>注：投标人须按照招标文件（第二册）的附件的表格格式提供对应的证明文件，若不提供</p>

	<p>或提供不完整，视为不具备履约能力，取消中标候选人的资格。</p> <p>境内投标人不具备离岸账户且不能直接签订外贸合同，必须按照附件的格式提供完整的材料来证明其具备履约能力。</p>
26.5	中标候选人数量： <u>3</u> 名
36.1	<p>中标人应按照下述规定向招标机构交纳招标服务费 / The successful bidder shall pay the service charge for bidding to the Tendering Agent as stipulated in following provisions.</p> <p>1. 以中标通知书中确定的中标总金额作为收费的计算基数。 / The total price confirmed in the Notification of Award shall be taken as the base for computation of the Service Charge.</p> <p>2. 招标服务费按如下费率分段计算累进计费：</p> <p>人民币 100 万元以下： 1.5%； 人民币 100—500 万元： 1.1%；</p> <p>人民币 500—1000 万元： 0.8%； 人民币 1000—5000 万元： 0.5%；</p> <p>人民币 5000—10000 万元： 0.25%； 人民币 10000—50000 万元： 0.05%。</p> <p>The bidding service charge follows relevant National regulations. Service charge is based on accumulated total: (Progressive billing)</p> <p>under 1 million RMB, the service charge is 1.5%; 1-5 million RMB, the service charge is 1.1 %; 5-10 million RMB, the service charge is 0.8 %; 10-50 million RMB, the service charge is 0.5 %; 50-100 million RMB, the service charge is 0.25 %; 100-500 million RMB, the service charge is 0.05 %.</p> <p>例如：某货物中标金额为 300 万元人民币，计算招标代理服务收费额如下：</p> <p>E.g: The price of goods on bid is 3,000,000RMB, the bid service charge will be:</p> <p>100 万元 × 1.50% = 1.5 万元 / 1,000,000RMB × 1.50% = 15,000 RMB;</p> <p>(300-100) 万元 × 1.10% = 2.2 万元 / (30-10m.) RMB × 1.10% = 22,000 RMB;</p> <p>合计：1.5 + 2.2 = 3.7 万元 / Total: 15,000+22,000 = 37,000 RMB</p> <p>3. 招标服务费币种与中中标签订的币种相同，或以人民币支付（以开标当日中国银行总行首次发布的外币对人民币的现汇卖出价进行投标货币对美元的转换）。 / The Service Charge for Bidding shall be paid in the same currency in contract or in RMB (will be converted into the U.S. dollar by the first release of Foreign currency cash offer price of RMB at Bank of China on the date of bid opening).</p>

	<p>4. 在中标通知书发出后30天内按上述1)、2)、3)的规定, 向招标机构交纳招标服务费。可用支票、汇票、电汇等支付方式。/ The Service Charge for Bidding shall be paid to the Tendering Agent in cashier's check, B/D, within thirty (30) days after the issuance of Notification of Award, pursuant to Bid Data Sheet Clause 36.1.1-3.4.</p> <p>招标服务费的交纳方式 / Payment of Service Charge for Bidding:</p> <p>1) 在签约前按上述1)、2)、3)的规定, 向招标机构交纳招标服务费。可用支票、汇票、电汇、现金等支付方式; 或/ The Service Charge for Bidding shall be paid to the Tendering Agent in cashier's check, B/D, pursuant to Bid Data Sheet Clause 36.1.1-3.</p> <p>2) 在签约前向招标机构送交中标服务费承诺书, 承诺合同生效后30天内按规定的标准一次向招标机构缴清招标服务费。/A letter of commitment submitted to the Tendering Agent before signing of contract, promising to furnish the Service Charge for Bidding as required within thirty (30) days after the effective date of the contract.</p> <p>5. 如果中标人不按照本规定及交纳招标服务费, 将没收其投标保证金。</p> <p>/ Failure of the successful bidder to pay the service charge for bidding as required shall result in forfeiture of the bid security.</p>
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第七章 合同专用条款

Section 7. Special Conditions of Contract

本章《合同专用条款》是对第二章《合同通用条款》的具体补充和修改，如有矛盾，应以本合同专用条款为准。

Special Conditions of Contract complements and modifies section 2. General Conditions of Contract.

In case of contradictions, this Special Conditions of Contract shall govern.

条款号	内 容
1.1	买方名称 / Name of the Purchaser:
	卖方名称（中标人） / Name of the Supplier (successful Bidder):
	项目现场名称/地址 / Name/Address of the Project Site::
7.1	* 履约保证金： 不适用。 / Not applicable.
11	目的港：上海 The port of destination / project site: Shanghai
16.1	应提供的伴随服务： 1. 提供货物维修所需的工具； 2. 为所供货物的每一适当的单台设备提供详细的操作和维护手册； 3. 在双方商定的一定期限内对所供货物实施运行或监督或维护或修理，但前提条件是该服务并不能免除卖方在合同保证期内所承担的义务； 4. 在项目现场就所供货物的运行、维护和修理对买方人员进行培训。 Incidental Services to provide: 1. furnishing of tools required for maintenance of the supplied Goods; 2. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; 3. performance or supervision of maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the

	<p>Supplier of any warranty obligations under this Contract; and</p> <p>4. training on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</p>
17.2	<p>要求提供的备件：</p> <p>1) 质保期内的备品备件。</p> <p>/Spare parts to provide: spare parts during the warranty period.</p> <p>2) 提供质保期满后运行 <u>5</u> 年所需的备品备件的清单和价格，请单独报价但不计入投标总价。 / The bidder shall provide a list with price of the spare parts during <u>5</u> year after the warranty period according to Ex Works standard. This price shall not be included in the Total Bid Price.</p>
18.4	<p>免费维修或更换有缺陷货物或部件的响应时间：</p> <p>一旦接到报修电话或传真后，响应时间为接到报修后24小时以内，并在5日内提供解决方案。/Once receiving the repair call or fax, the response time shall be within 24 hours after receiving the repair request, and the solution shall be provided within 5 days.</p>
*18.2	<p>质量保证期：到货验收合格后1年。/One year after the arrival acceptance.</p>
20	<p>付款方法和条件：</p> <p>1. 从中华人民共和国关境内提供的货物：</p> <p>1.1 预付款：金额为合同价格的百分之三十（30%），在合同生效且收到卖方提交的等额付款保函后的十四（14）天内支付；</p> <p>1.2 交货付款：金额为每批货物所对应的合同价格的百分之三十（30%）（即： $\frac{\text{每批货物的价格}}{\text{全部货物的价格}} \times \text{合同价格} \times 30\%$），在交付每批货物的提单及相关单据后的十四（14）天内支付。</p> <p>1.3 验收付款：金额为合同价格的百分之三十（30%），在系统性能检验结束，且通过买方正式验收后十四（14）天内支付。</p> <p>1.4 质量保证期后付款：金额为合同价格的百分之十（10%），在质量保证期结束后的十四（14）天内支付。</p> <p>2. 从中华人民共和国关境外提供的货物：</p> <p>* 2.1 卖方负责办理出口许可，见出口许可证及运单支付费用；若不需出口许可证，卖方需书面承诺。</p>

	<p>2.2 合同签订后，由买方开立以卖方为收益人的 100%不可撤销信用证（L/C）；</p> <p>2.3 合同总价的 90%，凭货物发运单据议付</p> <p>A. 全套海运/空运提单，注明运费已付，空白抬头，空白背书，装运标志，并通知买方进口代理；</p> <p>B. 由卖方开出的已签字发票六份，注明合同号、装运标志。</p> <p>C. 由卖方开出的装箱单六份，注明毛、净重，包装号及相应的发票日期；</p> <p>D. 由制造商开出的品质、数量保证书二份；</p> <p>E. 保险单正本一份，投保金额为合同金额的 110%投保一切险和战争险。</p> <p>F. 由卖方出具证明，证明装运通知及提单、发票、装箱单复印件已于提单日后三天内传真给买方的进口代理。</p> <p>G. 由制造商所在国家的有关商会签发的原产地证书正本 1 份，副本 2 份。</p> <p>H. 由卖方提供的以证明合同货物的木质包装在出口前已加施 IPPC 标志的声明或“无木质包装”的声明。</p> <p>2.4 余下合同金额的10%凭以下单据在验收合格后支付：</p> <p>2.4.1 发票一式3份</p> <p>2.4.2 买方和卖方签字的最终验收证书一式2份</p> <p>2.5 在买方国内发生的银行费用由买方承担，在买方国家以外发生的银行费用由卖方承担。</p> <p>/The method ad conditions of payment:</p> <p>1. Goods provided from the customs territory of the people's Republic of China:</p> <p>1.1 Advance payment: Thirty percent (30%) of the contract price, which shall be paid within fourteen (14) days after the contract comes into effect and the guarantee submitted by the seller is received;</p> <p>1.2 delivery payment: the amount shall be thirty percent (30%) of the contract price corresponding to each batch of goods (i.e. Price of each batch of goods / price of all goods * contract price * 30%, within fourteen (14) days after the delivery of the bill of lading and relevant documents of each batch of goods.</p> <p>1.3 acceptance payment: the amount shall be thirty percent (30%) of the contract price, which shall be paid within fourteen (14) days after the completion of system performance inspection and the buyer's formal acceptance.</p> <p>1.4 payment after warranty period: ten percent (10%) of the contract price, within</p>
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	<p>fourteen (14) days after the end of warranty period.</p> <p>2. Goods offered from abroad:</p> <p>*2.1 The seller is responsible for handling the export license. See the export license and waybill for payment; If the export license is not required, the Seller shall make a written commitment.</p> <p>2.2 After contract is signed, the Purchaser shall issue 100% irrevocable letter of credit (L/C) receivable to the Supplier;</p> <p>2.3 After contract is signed, the Purchaser shall issue 90% irrevocable letter of credit (L/C) receivable to the Supplier;</p> <p>A. Full set of ocean/air cargo bill of lading made out to order and endorsed in blank notifying the Purchaser;</p> <p>B. Signed invoice issued by the Supplier is made out in six copies, specifying the contract number and shipping mark;</p> <p>C. Three copies of shipping package list, specifying gross weight, net weight, package number and related date of invoice;</p> <p>D. Two copies of quality /quantity warranty issued by manufacturers;</p> <p>E. One copy of original insurance policy and the insured amount is 110% of the contract value covering all insurances and war insurance;</p> <p>F. The Supplier shall issue a certification to certify that the photocopy of shipment notice, bill of lading, invoice, package list have been faxed within three days after the date of bill of lading to the Purchaser's import agent.</p> <p>G. One copy and two photocopies of the certificate of country of origin issued by the Chamber of Commerce in the country where the manufacturer is located.</p> <p>H. Declaration issued by the Supplier to certify that the wooden package of contract goods has been marked with IPPC or the declaration of "wooden package".</p> <p>2.4. 10% of the contract value to be paid against the following certificate after the acceptance.</p> <p>2.4.1 Commercial Invoice in 3 copies.</p> <p>2.4.2 The final acceptance Signed by both parties in 2 copies.</p> <p>2.5. The banking service charge that occur in the buyer's country are afforded by the buyer, or the other banking service charge that occur outside the buyer's country are afforded by the seller.</p>
*32.2	<p>仲裁的地点和仲裁的官方语言：</p> <p>仲裁应由中国国际经济贸易仲裁委员会（CIETAC）上海分会按其仲裁规则和程序在上海进行，仲裁的官方语言应为中文。</p> <p>/Location and official language of Arbitration:</p>

	<p>Any dispute shall finally be settled by arbitration in Shanghai, under the Shanghai Branch of China International Economic and Trade Arbitration Commission (CIETAC) in accordance with its arbitration rules / procedures. Unless otherwise agreed, the official language of Arbitration shall be Chinese.</p>
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Section 8. Schedule of Requirements and Technical Specifications

第八章 货物需求一览表及技术规格

注意：带*号参数为必须满足条件。

Note: The item marked with annotated “*” must to be satisfied.

品目号	货物名称	简要技术规格	数量	交货期
1	单色器液氮循环机组/ Liquid Nitrogen Cryo-cooler	具体要求见第八章第二部分《技术规格》。/For detailed requirements and technical specifications, see 《Requirements and Technical Specifications of Vacuum valve》	4 套/4sets	合同签订后 15 个月内。/ Within 15 months after signing the contract.

注：1. 如果届时项目现场因其他原因暂时无法按原定计划接纳所供货物，则买方将会提前四十五（45）天通知卖方延期交货，此时卖方应按买方通知中所明确的新的交货期要求安排运输和完成后续的设备安装组织指导、系统调试、工艺试车、性能检验及验收准备工作。

2. 设备保险费需要保险至项目所在地，上海市张衡路 239 号。

Note:

1. If the project site is unable to accept the supplied goods according to the original plan for other reasons at that time, the buyer will notify the seller 45 days in advance to postpone the delivery. At this time, the Seller shall arrange the transportation and complete the subsequent equipment installation organization guidance, system commissioning, process commissioning, performance inspection and acceptance preparation according to the new delivery period specified in the buyer's notice.
2. The equipment insurance premium needs to be insured to the location of the project and No. 239, zhangheng Road, Shanghai.

详细需求及技术规格详见《技术规格说明书》/ For detailed requirements and technical specifications, see 《Requirements and Technical Specifications of Vacuum valve》

招标文件（第二册） 附件1：

对于合同签署及履行方式的说明

内容	投标情况说明	备注
投标人名称	（投标人填写）	
供货方式	（投标人填写）	填写境内供货或境外供货。 境内供货包括关境内制造的货物和投标截止前已经进口至关境内的货物。境外供货指从关境外提供的货物。保税区提供的货物为境外供货。
中标合同形式	（投标人填写）	对于境内供货，属于内贸合同；对于境外供货，属于外贸合同。
价格条件	（投标人填写）	对于境内供货，应为 DDP 项目现场价；对于境外供货，应为 CIP 上海。
投标货币	（投标人填写）	对于境内供货，应为人民币；对于境外供货，应为国际流通货币。 投标货币即为中标合同项下的支付货币，请确认合同签署主体能否收取相应货币。
中标合同拟签署方名称	（投标人填写）	<p>指中标后，作为卖方或乙方签署合同的单位：</p> <ol style="list-style-type: none"> 1、投标人为境外货物制造商，合同签订方为投标人，不需要提供本表格和其他附件。 2、投标人为境外代理公司，合同签订方为投标人，则需要提供本表格。 3、投标人为境外代理公司，合同签订方为货物制造商，则需要提供本表格和《招标文件（第二册） 附件 2：合同签署说明 1》。 4、投标人为境内公司，投标货物为境外供货，报价为 CIP 上海，须签订外贸合同： <ul style="list-style-type: none"> *4. 1、若由货物制造商直接签订合同的，必须提供本表格和《招标文件（第二册） 附件 2：合同签署说明 1》。 *4. 2、若投标人需另行委托境外代理公司作为其代理签署外贸合同的，则必须提供： <ol style="list-style-type: none"> （1）本表格； （2）《招标文件（第二册） 附件 3-1：合同签署说明 2》； （3）《招标文件（第二册） 附件 3-2：授权委托书》； （4）《招标文件（第二册） 附件 3-3：制造商出具的合同授权函》； （5）《招标文件（第二册） 附件 3-4：合同签署方承诺函》； （6）《招标文件（第二册） 附件 3-5：合同签署方与投标人关系说明及证明文件》。

投标人代表签名：_____

日期：_____年____月____日

招标文件（第二册） 附件 2:

合同签署说明 1

致: (招标人)

我们(投标人名称)，主要营业地点设在(投标人地址)作为本项目(项目名称及编号)的投标人，就项目中标后的合同签署作如下说明：

若我方在(填入招标项目名称及编号)（以下简称“本项目”）中中标，由本次投标货物的制造商(制造商名称)代表我方根据本项目招标文件的规定和投标文件的承诺与招标方签署供货合同，并办理相关合同商务事宜。

本说明文件在本项目招标文件规定的投标有效期内（包括投标人同意延长的投标有效期内）始终有效。

投标人名称: (填入投标人全称)

投标人公章: _____

投标人的法定代表人签名: _____

制造商名称: _____

签字人姓名和职务: _____

签字人签字: _____

合同签署说明 2

致： （招标人）

我们 （投标人名称），主要营业地点设在 （投标人地址） 作为本项目 （项目名称及编号） 的投标人，就项目中标后的合同签署作如下说明：

我方在 （填入招标项目名称及编号）（以下简称“本项目”）中中标，因不具有离岸账户，无法签订外贸合同，**现经本次投标货物的制造商 （制造商名称） 确认同意由我方推荐的（合同签订方名称）代表我方**根据本项目招标文件的规定和投标文件的承诺与招标方签署供货合同，并办理相关合同商务事宜。

本说明文件在本项目招标文件规定的投标有效期内（包括投标人同意延长的投标有效期内）始终有效。

投标人名称： （填入投标人全称）

投标人公章： _____

投标人的法定代表人签名： _____

制造商名称： _____

签字人姓名和职务： _____

签字人签字： _____

授权委托书

致： （招标人）

我们 （投标人名称），主要营业地点设在 （投标人地址），兹指派主要营业地点设在 （被授权人地址） 的 （被授权人名称） 作为我方的合法代理人进行下列有效的活动：

- 1) 我方在 （填入招标项目名称及编号）（以下简称“本项目”）中中标，因不具有离岸账户，由 （被授权人名称） 代表我方根据本项目招标文件的规定和投标文件的承诺与招标方签署供货合同，并办理相关合同商务事宜。
- 2) 我方作为投标人，对被授权人在办理和履行本委托书下的委托事项过程中的所有行为及合同履行过程中的所有行为与被授权人共同承担全部或部分法律责任。
- 3) 我方兹授予 （被授权人名称） 全权办理和履行上述我方为完成上述各点所必须的事宜，具有替换或撤消的全权。被授权人无转委托权。
- 4) 此授权已经本次货物的制造商 （制造商名称） 确认同意。

本授权书在本项目招标文件规定的投标有效期内（包括授权人同意延长的投标有效期内）始终有效。

授权人： （填入投标人全称）

授权人公章： _____

授权人的法定代表人签名或签章： _____

被授权人： （填入被授权人全称）

被授权人公章： _____

被授权人的法定代表人签名或签章： _____

制造商出具的合同授权函

致：（招标人）

我们（制造商名称）是按（国家/地区名称）法律成立的一家制造商，主要营业地点设在（制造商地址）。兹指派按（国家/地区名称）的法律正式成立的，主要营业地点设在（投标人名称地址）的（投标人名称）作为我方真正的和合法的代理人进行下列有效的活动：

（1）代表我方在中华人民共和国办理贵方第（投标邀请编号）号投标邀请要求提供的由我方制造的货物的有关事宜，并对我方具有约束力。

（2）作为制造商，我方保证以投标合作者来约束自己，并对该投标共同和分别承担招标文件中所规定的义务。

（3）我们（制造商名称）已知晓（投标人名称）为本项目中标人，鉴于（投标人名称）不具有离岸账户，经（投标人名称）推荐，我们（制造商名称）认可（合同签订公司名称）与（招标人的外贸代理公司名称）的本次合同签署行为，并对我方具有约束力。

（4）我方确认（投标人名称）和其正式授权（合同签订公司名称）依此合法地办理一切事宜。

我方于____年____月____日签署本文件，（投标人名称）和（合同签订公司名称）于____年____月____日接受此件，以此为证。

制造商名称：_____

签字人职务：_____

签字人姓名：_____

投标人(作为代理)名称：_____

签字人职务：_____

签字人姓名：_____

合同签订人名称：_____

签字人职务：_____

签字人姓名：_____

合同签署方承诺函

致： （招标人）

我们 （合同签署方名称），主要营业地点设在 （地址），作为本项目中标人 （投标人名称） 的合法代理人进行下列有效的活动：

- 1）（投标人名称）在 （填入招标项目名称及编号）（以下简称“本项目”）中中标，因不具有离岸账户，授权我方 （合同签署方名称） 代表 （投标人名称） 根据本项目招标文件的规定和投标文件的承诺与招标方签署供货合同，并办理相关合同商务事宜。
- 2）我方作为本项目的合同签署人，承诺将在办理和履行本授权委托书下的合同履行过程中的所有行为与授权人（投标人名称）共同承担全部或部分法律责任。
- 3）我方作为本项目的合同签署人，已经本次货物的制造商 （制造商名称） 确认同意。

本承诺书在本项目合同执行期内始终有效。

合同签署方： （填入投标人全称）

合同签署方公章： _____

合同签署方的法定代表人签名或签章： _____

合同签署方与投标人关系说明及证明文件

注：1、投标人与合同签署方须存在关联关系，如单位法人为同一人或者存在控股、管理关系。

2、投标文件中提供该被授权公司的合法注册文件。

（格式自拟）

1.