

项目编号: HW2023101101

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: 1639-234122240409

项目名称/Project name: He4稀释He3制冷机选件/He4 Dilution He3
Refrigerator Option

招标人名称: 复旦大学

Tenderee: Fudan University

招标机构: 上海市机械设备成套(集团)有限公司

**Tendering Agent: Shanghai Machiner.Complete
Equipment(Group)Co.,LTD**

2023-11

上海市机械设备成套(集团)有限公司 廉洁自律公约(2020年修订)

Anti-Corruption Agreement

Shanghai Machinery Complete Equipment (Group) Co., LTD (Version 2020)

为贯彻落实中央八项规定的精神，不断增强招投标人员廉洁自律意识，筑牢防腐思想防线，提高拒腐防变能力，根据中央有关廉洁自律准则规定，上海市机械设备成套（集团）有限公司（以下称，甲方）结合工作实际，特制定本公约。参加本招标项目的投标人（以下称，乙方）也应遵守本公约。 / For implementation of 8 provisions set by the Central Committee of CPC, continuously strengthening consciousness of integrity and self-discipline of tendering staff, to fortify the thought of anti-corruption and to improve such ability, Shanghai Machinery Complete Equipment (Group) Co., LTD (hereinafter referred as "Party A") prepared this Agreement hereinafter in combination with practices and in compliance with relevant provisions on integrity and self-discipline set by the Central Committee of CPC. All Bidders (hereinafter referred as "Party B") attending this project on bidding will comply with this Agreement strictly as well.

一、甲乙双方应当共同遵守法律法规，自觉树立良好的职业道德，强化服务意识、诚实守信、秉公办事，自觉践行本公约。 / I. Both parties will comply with relevant laws and regulations together to consciously implement proper vocational ethics and strengthen consciousness of service. Both parties will consciously implement the Agreement hereof with honesty and integrity.

二、甲方人员不得暗示、索要或接受乙方的礼金、礼券、消费卡，以及各种有价证券和支付凭证；不得向乙方报销个人费用；不得利用职权或者职务谋取私利。 / II. Any employee of Party A may not imply, ask or accept any cash gifts, gift vouchers, consumable cards and any other forms of securities or payment vouchers from Party B. The employee of Party A may not obtain any compensation from Party B for personal expenses, and may not seek any personal benefits with jobbery.

三、甲方人员不得以任何方式和理由向乙方推荐其配偶、子女及其配偶等亲属和其他特定关系人参与本招标项目以及相关经营活动。 / III. In no ways and for no causes, any personnel of Party A may recommend any of its spouse, children and relevant relatives or any other special relatives to participate in the project on bidding or any other relevant business operations.

四、甲方人员不得接受可能影响其公正执行公务的乙方宴请或者旅游、健身、娱乐等活动安排。 / IV. Any personnel of Party A may not accept any feast invitations or activities of tour, fitness, entertainment etc arranged by Party B, which may impact fair implementation of affairs.

五、乙方人员不准以任何形式向甲方人员馈赠礼金、礼券、消费卡，以及各种有价证券和支付凭证；不得接受甲方报销个人费用的要求。 / V. Any employee of Party B may not present any cash gifts, gift vouchers, consumable cards and any other forms of securities or payment vouchers to any employee of Party A in any form. The employee of Party B may not accept any ask for compensation from Party A for personal expenses.

六、乙方人员不准以任何方式和理由接受甲方人员推荐其配偶、子女及其配偶等亲属和其他特定关系人参与本招标项目以及相关经营活动。/ VI. In no ways and for no causes, any personnel of Party B can not accept any recommendation from any employee of Party A for relevant spouse, children and relevant relatives or any other special relatives to participate in the project on bidding or any other relevant business operations.

七、乙方人员不准邀请甲方人员参加有可能影响其公正执行公务的宴请或者旅游、健身、娱乐等活动。/ VII. Any personnel of Party B may not invite any employee of Party A to any feast or activities of tour, fitness, entertainment etc which may impact fair implementation of affairs.

八、甲乙任一方人员存在违反本公约行为的，应当依法作出相应的处分；或者甲乙任一方人员在违反法律法规情形的，应当追究法律责任；乙方人员存在前述情形之一的，将被取消本项目的投标资格。/ VIII. Any personnel of Party A or Party B, if violates the Agreement hereof, will be punished according to relevant regulations. Any personnel of Party A or Party B have violations of laws or regulations, it will be investigated for legal responsibilities. The qualification of Party B as bidder to this project shall be cancelled in case of any above violations from its employee.

第五章 投标邀请

Section 5. Invitation for Bids

日期/Date: 2023-11

上海市机械设备成套（集团）有限公司（以下简称：招标机构）受复旦大学（以下简称：招标人）委托，对下述货物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 Machiner Complete Equipment(Group) Co., LTD (hereinafter called the Tendering Agent), authorized and on behalf of Fudan University(hereinafter called the Tenderee“), We cordially welcome eligible bidders for the supply of following goods by way of International Competitive Bidding.

1、招标条件 / Bidding Conditions

项目概况/Project Overview: 复旦大学拟采购 He4 稀释 He3 制冷机选件。/Fudan University plans to purchase a He4 Dilution He3 Refrigerator Option.

现招标人资金来源已落实，具备了招标条件。/Now the souce of funds have been Implemented, the Project is with the bidding conditions.

2、招标内容

招标编号/ Bid No.: 1639-234122240409

招标项目名称: He4稀释He3制冷机选件

/ Project Name: He4 Dilution He3 Refrigerator Option

项目实施地点: 复旦大学。

/Place of Implementation: Fudan University.

招标产品清单 / List of Products:

序号/ No.	货物名称/ Name of the goods	数量 / Qua ntity	简要技术规格 /Main Technical Data	* 交货期 / Delivery schedule
1	He4 稀释 He3 制冷机选件， 预算金额：人民币 125 万元	1 套	1、最低温度达到 50 mK 2、300K 降到 100mK 小	2025 年 4 月 30 日前货到复 旦大学。（空运/海运）/ DPU Fudan University before 2025.4.30

	最高限价：人民币 120 万元		于等于 8 小时	
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3、投标人资格要求 /Qualification Requirements For Bidder:

1) 来自中华人民共和国或是与中华人民共和国有正常贸易往来的国家或地区(以下简称“合格来源国/地区”)的法人或其他组织;

1) The legal persons or other organizations invited from within the People's Republic of China (hereinafter abb. as "PRC") and all countries/areas which have regular trade relations with PRC (hereinafter called "the eligible source countries/areas")

2)投标人应为投标产品的制造商或其合法代理商，代理商投标应提供投标产品的制造商针对本项目的正式授权;

2)The bidder shall be the manufacturer of the bidding products ,the agent tender must provide the cast product exclusive authorization letter issued by the producer for the project subject to tender;

3) 投标人提供的投标机型应是原产地的全新产品;

3) Provide bidders bidding models should be the origin of new products;

4、本次招标不接受联合体投标。/ Joint Bids is not Available.

未领取招标文件是否可以参加投标：不可以。/Bid without the bidding documents: Not Available.

本项目不接受任何形式的转包和分包。/ Any form of subcontracting is not available.

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

招标文件领取时间：2023年11月07日至2023年11月14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 2023-11-07 to 2023-11-14, the deadline at working time 9:00-11:30,13:30-16:00 (Beijing Time).

招标文件售价：免费。/Price of Bidding Documents: For Free.

6、报名方式：通过复旦大学采购与招标管理系统（网址为：<https://czzx.fudan.edu.cn>）点击“校外用户登录”在线获取采购文件，逾期不再办理。潜在投标人进入系统后可在“正在进行的项目”版块中查看项目并在线领购采购文件，采购文件售价零元。未按规定在系统内合法获取采购文件的潜在投标人将不得参加投标。

7、投标文件的递交 / Bid Submission

投标截止时间/开标时间：2023年11月28日10时00分（北京时间）

/Deadline for Submitting Bids/Time of Bid Opening: 2023-11-28, 10:00 (Beijing Time)

投标文件送达地点：复旦大学采购与招标管理系统（网址为：<https://czzx.fudan.edu.cn>）

/Place of Bid: <https://czzx.fudan.edu.cn>

开标地点：复旦大学采购与招标管理系统（网址为：<https://czzx.fudan.edu.cn>）

/Place of Bid : <https://czzx.fudan.edu.cn>

8、投标人在投标前需在中国国际招标网上完成注册。评标结果将在中国国际招标网公示。

/ The bidder needs to register before the tender on www.chinabidding.com. And the evaluation results will be released on www.chinabidding.com.

9、联系方式 / Contact Details

招标人名称：复旦大学

/Name of Tenderee : Fudan University

招标人地址：上海市杨浦区邯郸路220号

/Address : NO.220 Handan Road Shanghai

联系人/Attention: 李老师/Ms.Li

电话/Tel: 86-21-65641292

复旦大学采购与招标管理系统使用技术咨询/Technical Consultation on the Use of the Procurement and Bidding Management System at Fudan University: 400-808-5975转2

招标机构名称：上海市机械设备成套（集团）有限公司

/ Name of the Tendering Agent : Shanghai Machiner Complete Equipment (Group)Co., LTD

地址：上海市长寿路285号恒达广场16楼

/ Address : 16/F Hengda Plaza 285 Changshou Road, Shanghai

邮政编码/ Postcode: 200060

联系人：沈颀 张洁玮

/Attention: Yang Shen;Jiewei Zhang

电话/Tel: 021-32557775; 86-21-32557719

传真/Fax: 86-21-32557505

电子信箱/ E-mail: jeffshen09@163.com

10、汇款方式 / Remittance Approach

收款人名称: 上海市机械设备成套(集团)有限公司

SHANGHAI MACHINERY COMPLETE EQUIPMENT (GROUP) CORP., LTD.

收款人地址: 上海市普陀区长寿路285号18楼

18/F Hengda Plaza 285 Changshou Road Shanghai China

帐号: 316638-03002790962 SWIFTCODE: BOSH CNSH

开户行名称: 上海银行白玉支行

BANK OF SHANGHAI BAIYU BRANCH

开户行地址: 上海市徐汇区肇嘉浜路798号

NO.798 Zhaojiabang Road Shanghai China

注:

一, 为提高效率, 鼓励投标单位用“网银转账、贷记凭证或电汇”的支付方式, 投标保证金须从基本户转出。

二, 请务必分笔支付“投标保证金, 中标服务费”

三, 在汇款附言中请务必注明: “ 招标编号 + 用途 ”

(示例: 224122240337/01 投标保证金)

(示例: 224122240337/01 中标服务费)

四, 我司保证金退还事宜, 统一在每周一办理, 一般1-2个工作日到账

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(免费)。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。

其他须知:

本项目采用电子化采购线上方式进行。系统登录方法: 进入 <https://czzx.fudan.edu.cn> 网站, 点击校外用户登录。

投标人应使用该系统专用工具编制数据电文形式的投标文件, 最终生成并上传加密电子投标文件。

投标文件需使用到 CA 加密和解密，操作步骤需严格按照复旦大学采购与招标管理系统的要求进行。

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：复旦大学 /Name of Tenderer : Fudan University</p> <p>招标人地址：上海市杨浦区邯郸路220号 /Address : NO.220 Handan Road Shanghai</p> <p>联系人/Attention: 李老师/Ms.Li</p> <p>电话/Tel: 86-21-65641292</p> <p>复旦大学采购与招标管理系统使用技术咨询/Technical Consultation on the Use of the Procurement and Bidding Management System at Fudan University: 400-808-5975转2</p> <p>招标机构名称：上海市机械设备成套（集团）有限公司 / Name of the Tendering Agent : Shanghai Machiner.Complete Equipment(Group)Co.,LTD</p> <p>招标机构地址：上海市长寿路285号恒达广场16楼 / Address : 16/F Hengda Plaza 285 Changshou Road, Shanghai</p> <p>邮政编码/ Postcode: 200060</p> <p>联系人/Attention:沈颀 张洁玮</p> <p>电话/Tel: 86-21-32557775; 021-32557719</p> <p>传真/Fax: 86-21-32557505</p> <p>电子信箱/ E-mail:jeffshen09@163.com</p>
1.3	<p>项目概况/Project Overview: 复旦大学拟采购He4稀释He3制冷机选项。/ Fudan University plans to purchaseHe4 Dilution He3 Refrigerator Option</p> <p>资金性质/Funds: 财政性资金;</p>
6.1	潜在投标人对招标文件如要求澄清，请在开标前十日前以书面形式一次性发给招标机

	<p>构，传真至：021-32557505，并发E-mail（Word版）至：jeffshen09@163.com。</p> <p>/ The Bidder requiring any clarification of the bidding documents may notify the Tendering Agent no later than 10 days before the deadline of bid submission, Fax: 021-32557505; E-mail (Word) : jeffshen09@163.com.</p>
8.1	<p>投标语言：中文 / Language of Bid: Chinese</p> <p>评标语言和报告明确，出现歧义以中文为准。</p>
*10.3	<p>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 provided a bid proposal, otherwise, the bid will be rejected.</p>
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. 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>*本次招标最高投标限价：120万元人民币</p> <p>/ This tender set a maximum bid limit.: RMB1,200,000.00 Only. 当各包件投标总价和各品目单价（当招标文件规定有暂定金额时，投标总价中应当包含此暂定金额）超过相应的最高投标限价时，将对其该包件投标直接作否决处理。</p> <p>注： （如投标报价由多种货币构成，评标委员会将以首次招标公告发布日中国银行总行首次发布的报价外币相对于人民币的现汇卖出价计算。） （根据《国务院关税税则委员会关于2022年关税调整方案的通知》（税委会〔2021〕18号）所附《2022年关税调整方案》等规定的原产于美国的产品，报关产生的税费由中标人承担，并计入各包件的投标总价。）</p> <p>/ When the package bid price (when there is a provisional amount by the tender documents, bid price) should be included in the provisional amount exceeds the highest bidding price of corresponding package, will be rejected directly to the package and bid process. (e.g., tender offer by a variety of currencies, the bid assessment committee will be released for the first time a tender announcement day of the first release of the headquarters of the bank of China offer foreign currency relative to the spot selling rate for RMB calculation.).</p>

11.6.1	<p>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> <p>1) 关境内制造的货物/formanufactured Goods of the customs territoryof 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，并需单列所含的增值税和消费税（如有））/ EXW（Including the cost of the Basic Machine and Standard Accessories, spare parts during the warranty period, the Value Added Taxes and Consumption Taxes(if any) must be listed separately.）</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 priceof inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination. This price shall be listed separately and 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>④提供质保期满后运行 1 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，并承诺该价格在质保期满后 5 年内不变。 / The bidder shall provide a list withprice of the spare parts during 1 year after the warranty period according to Ex Works standard. This price shall be listed separately, but not be included in the Total Bid Price. The bidder shall commit that this price of the spare parts shall not change within 5 years after the warranty period.</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，并需单列所含的进口环节税、增值税和消费税（如有））/ EX-Warehouse（Including the cost of the Basic Machine and Standard Accessories, spare parts during the warranty period, the Import Taxes and Value Added Taxes and Consumption Taxes(if any) must be listed separately.）</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 priceof inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination. This price</p>
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	<p>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>④提供质保期满后运行 1 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，并承诺该价格在质保期满后 5 年内不变。 / The bidder shall provide a list with price of the spare parts during 1 year after the warranty period according to Ex Works standard. This price shall be listed separately, but not be included in the Total Bid Price. The bidder shall commit that this price of the spare parts shall not change within 5 years after the warranty period.</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) *DPU 复旦大学（包括主机和标准附件及质保期内的备品备件价格） /DPU Fudan University（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：包括安装费用、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 installation, cost of special tools, cost of training, cost of technical service; other costs of incidental services related to implement the contract.</p> <p>3) 提供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，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 from the port to their final destination, This price shall be listed separately, and be included in the Total Bid Price.</p> <p>4) 提供质保期满后运行 3 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，并承诺该价格在质保期满后 3 年内不变。 / The bidder shall provide a list with price of the spare parts during 3 year after the warranty period according to Ex Works standard. This price shall be listed separately, but not be included in the Total Bid Price. The bidder shall commit that this price of the spare parts shall not change within 3 years after the warranty</p>

	period.
*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，且投标人应来自中华人民共和国关境内。</p> <p>/Bid Currencies (for goods and services from within PRC) : RMB, and The Bidder is from within PRC customs territory.</p> <p>注：参与投标的境内投标人应当符合《中华人民共和国政府采购法》第二十二条第一款所规定的资格条件（应在投标文件中提供《中华人民共和国政府采购法实施条例》第十七条第一款所规定的资格证明文件）。如果有境内投标人用源自中华人民共和国关境内（不包括香港、澳门和台湾等单独关境地区）制造的产品（含由境内海关特殊监管区域内企业生产或加工（包括从境外进口材料、部件）的产品）参与投标，且被确定为中标人时，则本项目将不再视为国际招标项目。</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）：人民币（免税价）或美元或其它国际流通货币，且投标人应来自中华人民共和国关境外。（为了落实国家关于“鼓励有关单位在国际标业务中使用人民币结算”的精神，建议进口设备的免税货币为人民币）</p> <p>/ Bid Currencies (for goods and services from abroad) : USD or other international circulation currencies, and The Bidder is from outside PRC customs territory.</p> <p>注：凡境内单位用源自中华人民共和国关境外（包括香港、澳门和台湾等单独关境地区）制造的产品（不含由境内海关特殊监管区域内企业生产或加工（包括从境外进口材料、部件）的产品）参与投标的，必须在投标文件中提供境外投标人出具的“投标代理委托书”（格式见附件9-5）。在这种情况下，实际投标主体将被视为该境外投标人；该境外投标人必须符合合格投标人资格条件的规定，包括在投标截止时间之前在国家商务部认可的机电产品交易平台上完成有效注册，否则，由于其开标信息无法及时上传机电产品交易平台备案而导致的其投标被否决，招标人和招标机构将不承担责任。</p>
*13.1	本次招标不允许联合体投标。/ Joint Bids is not Available.
14.3	<p>1)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</p>

	<p>warranty period, following commencement of the use of the goods by the Tenderee;</p> <p>2) 投标人对加注星号 (“★”) 的重要技术条款或技术参数应当在投标文件中提供支持资料。技术支持资料以投标货物制造商公开发布的印刷资料或检测机构出具的检测报告。技术支持资料的其他形式：制造商网站最新发布资料打印件。凡不符合上述要求的，将视为无效技术支持资料。</p> <p>/ The bidder shall provide technical supporting materials for the important technical terms or technical parameters marked with asterisk (" ★ ") in the documents. Technical support materials shall be printed materials published publicly by the manufacturer of the bidding goods or test reports issued by testing institutions. Other forms of technical support data: printouts of the latest published data on the manufacturer's website. Any failure to meet the above requirements will be regarded as invalid technical support materials.</p>
*15.1	<p>投标保证金金额/ Bid Security:</p> <p>不少于投标总价的1%。/No less than 1% 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) 境外投标人：银行保函（由一家在中华人民共和国境内或境外信誉好的银行用招标文件提供的格式或招标机构接受的其它格式出具的银行保函或不可撤销的信用证）。</p> <p>境内投标人：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>The Bidder from abroad: A bank guarantee (issued by a reputable bank located in PRC or abroad, in the form provided in the bidding documents or another form acceptable to the Bidder).</p> <p>The Bidder within PRC: 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</p>

	<p>of credit, wire transfers, or onlinepayment; should betransferred from the basicaccount of the Bidder. The Bidder needs to provide the basicaccountopening permita copy ofthe 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>(4) 投标保证金的交付凭证（银行保函、支票、银行汇票、银行本票、贷记凭证、电汇或网上支付的底单的复印件）需在投标文件中体现。 / The deliverycertificate of the Bid Security (A copy of bank guarantee , check, bank drafts, cashier's check, certificate of credit, wire transfers, or online payment) to be bound inthe tender documents.</p>
<p>*15.5</p> <p>*15.6</p>	<p>投标保证金的退还及利息/Dischargedthe 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《未中标通知书》后5日内予以退还。</p> <p>/ Unsuccessful bidders' bid security will bedischargedwithin five daysafter the Tendering Agent issue a Notification of Award to the Successful Bidder.</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 onlinepayment form, the Tendering Agent will be returned in its original amount and current interest of over the same periodbank 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，</p>

	<p>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>(6) 如投标人在以上1) 和2) 款规定的时间内办理退还投标保证金手续, 但时间不超过提交投标文件的截止之日10日的; 或者投标保证金金额在人民币10万元(含10万元)以下的; 则都不计利息, 只退还投标保证金本金。/If the bidder will discharge the Bid Security in the the prescribed time above (1) and (2), but time does not exceed the date of 10 days after deadline for submission of bids; or the Bid Security amount less than RMB 100,000.00 (include RMB 100,000.00); the Tendering Agent will be returned in its original amount, without interest.</p>
16.1	<p>投标有效期/Period of Validity of Bids: 投标应自提交投标文件的截止之日起 90 日内保持有效。 / Bids shall remain valid for the period of 90 days from the Deadline for Submitting Bids.</p>
17.2	<p>*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.</p>
18.2	<p>投标文件的提交/Submission of tender documents: 投标人应在投标截止时间之前按复旦大学采购与招标管理系统的操作规程对其文件进行加密后上传至系统。 /Bidders should encrypt their files according to the operating procedures of Fudan University's procurement and bidding management system before the bidding deadline and upload them to the system</p>
18.4	<p>由于投标人的原因造成其文件未能加密的, 采购人和采购代理机构对信息的泄露不承担任何责任。/If the bidder's documents are not encrypted due to their own reasons, the purchaser and procurement agency shall not be responsible for the leakage of information 对未按规定获取采购文件的潜在投标人递交的文件, 未通过资格预审的申请人递交的文件, 逾期送达, 未按规定加密或未按规定上传的文件, 招标代理机构将不予受理。/The</p>

	<p>bidding agency will not accept documents submitted by potential bidders who have not obtained the procurement documents as required, applicants who have not passed the pre qualification review, documents that have been delivered late, encrypted or uploaded as required.</p>
19.1	<p>投标截止日期/ Deadline for Submitting Bids: 2023-11-28 投标截止时间/ Time: 10:00 北京时间/ Beijing time) 。</p>
21	<p>文件递交后，可以通过系统修改已提交的文件，但必须在规定的截止时间之前撤回并重新上传。开标时将以截止时间之前最后一次上传的文件为准。/After submitting the file, the submitted file can be modified through the system, but must be withdrawn and re uploaded before the specified deadline. The bid opening will be based on the last uploaded file before the deadline.</p> <p>在递交文件后，可以通系统撤回其文件，但必须在规定的截止时间之前进行撤回操作。/After submitting the document, it can be withdrawn through the system, but the withdrawal operation must be carried out before the specified deadline.</p> <p>在投标截止时间之后，投标人不得对其文件做任何修改。/After the bidding deadline, bidders are not allowed to make any modifications to their documents.</p>
22.1	<p>开标日期/ Date of Bid Opening: 2023-11-28 开标时间/ Time: 10:00 (北京时间/ Beijing time) 。</p> <p>开标地点 /Place of bid opening : 复旦大学采购与招标管理系统 (网址为: https://czzx.fudan.edu.cn)</p> <p>投标文件解密时限: 开标时间到达后30分钟。/Deadline for decrypting bidding documents: 30 minutes after the bid opening time arrives</p> <p>开标电子签名或确认时限: 开标记录表生成后10分钟, 超过时限未签名或确认的, 视为对开标内容和过程无异议。/Time limit for electronic signature or confirmation of bid opening: 10 minutes after the generation of the bid opening record form. If no signature or confirmation is made beyond the time limit, it shall be deemed that there is no objection to the content and process of bid opening.</p>
22.2	<p>开标程序在复旦大学采购与招标管理系统内进行, 所有投标人应准时登录系统在线参加。</p>

	<p>开标时间到达后，投标人应在本须知前附表第22.1项所规定的时间内系统的操作步骤对其文件进行解密。解密倒计时结束后，不论开标成功与否，投标人上传的数据电文形式投标文件未解密的视为放弃投标，如已解密但因投标人原因无法正常打开的视为投标无效，相关责任均由投标人自行承担。</p> <p>投标文件解密后，系统将根据投标文件的内容生成开标记录表。只有在开标时汇总生成的报价变更声明才能在评审时予以考虑。</p>
22.3	<p>开标记录表生成后，投标人应及时检查开标记录表的数据是否与其投标文件一致，并在本须知前附表第22.1项所规定的时间内按系统的操作步骤对开标结果和过程进行确认并电子签名。因投标人自身原因未能在规定时间内作出确认并签名的视为其认可开标结果和过程。</p>
23.1	<p>本次招标的评标方法/ Evaluation Method: 最低评标价法/ Lowest evaluated price method.</p>
24.5.1	<p>1、投标人、投标货物制造商或投标文件存在下列任一情况，经评审委员会认定，其投标将被否决：</p> <ul style="list-style-type: none"> (1) 不同投标人的投标文件由同一单位或者个人编制； (2) 不同投标人委托同一单位或者个人办理投标事宜； (3) 不同投标人的投标文件载明的项目管理成员或者联系人员为同一人； (4) 不同投标人的投标文件异常一致或者投标报价呈规律性差异； (5) 不同投标人的投标文件相互混装； (6) 不同投标人的投标保证金从同一单位或者个人的账户转出； (7) 不同投标人的联系人姓名、电话、邮箱、公司地址等基本信息雷同； (8) 不同投标人的投标文件由同一电子设备编制、加密或者上传； (9) 不同投标人投标文件所记录的硬件信息如网卡（MAC）地址或硬盘序列号等信息相同； (10) 投标文件的编制、加密、提交等信息雷同，经评审委员会认定涉嫌串通响应的； (11) 法律、法规或规章明确规定的其他将导致投标文件被否决的情况。
24.5.2	<p>技术评议过程中，有下列情况之一者，其投标将被否决。</p> <p>2) 一般技术条款超出允许偏离的最大范围 30 %或超出允许偏离的最多项数5项的。</p> <p>/The bid will be rejected, if it is found having any of the following during the technical evaluation:</p> <p>2) The deviations of the bid to the Technical Specifications without the mark of asterisk (*)</p>

	which are not key ones, have exceeded the maximum range 30 % or the maximum deviation items 5 .
25.1	<p>评标货币：美元；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: USD ; 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.</p>
26.2	<p>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：以该设备投标价格为基准，每偏离一项增加该设备投标价格的百分之一（1%）。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。 / 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>计算关境内产品和投标截止时间前已经进口产品的偏离加价时，应扣除投标报价中包含的相关税费，如投标文件中没有单独列出相关税费的，按投标总价计算。</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 10 %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 10 % of the total bid Price.</p>
26.4	

	<p>方法调整评标价格。</p> <p>/ For factor 1、2、3、4、5 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>
26.4.1	<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.</p>
26.4.2	<p>交货期：不允许偏离，任何偏离将导致投标被否决。/ Delivery schedule:No deviation is allowed. Any deviation will result the bid be rejected.</p>
26.4.3	<p>付款条件：不允许偏离，任何偏离将导致投标被否决。/ Deviation in payment schedule: No deviation is allowed. Any deviation will result the bid be rejected.</p>
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：投标人在中国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>
26.5	<p>中标候选人数量：1名</p>

36.1	<p>招标服务费 / Service Charge for Bidding:</p> <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. 本次招标的招标代理咨询服务费由中标人支付，支付标准以中标通知书中列明的中标金额为准，按《招标代理服务收费管理暂行办法》（计价格〔2002〕1980号、发改办价格〔2003〕857号）所规定的货物类招标收费标准乘以64.95%计算，若计算后服务费超过19.98万的，按19.98万计；支付时间为收到中标通知书后十四（14）天内。如果中标人未按上述规定向招标代理机构支付招标代理咨询服务费，招标代理机构有权不退还其投标保证金。</p> <p>2. 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（按开标日中国银行公布汇率卖出价折算）。 /The Service Charge for Bidding shall be paid in the same currency in contract or in RMB (the selling exchange rate published by Bank of China on the date of bid opening will be used for converting prices).</p> <p>3. 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； / 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>4. 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。 / Failure of the successful bidder to pay the service charge for bidding as required shall result in forfeiture of the bid security.</p>
	<p>公告发布媒体：机电产品招标投标电子交易平台、复旦大学采购与招标管理中心网、复旦大学信息公开网、中国政府采购网。</p> <p>电子采购平台：复旦大学采购与招标管理系统。投标人应使用该系统专用工具编制数据</p>

电文形式的投标文件，最终生成并上传加密电子投标文件。

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: 复旦大学/Fudan University
	卖方名称（中标人） / Name of the Supplier (successful Bidder):
	项目现场名称/地址：复旦大学/上海市杨浦区邯郸路220号
7.1	<u>履约保证金：合同总价的10%/ Performance Security: 10% of the total contract value.</u> 不适用。 / Not applicable.
11	目的港：复旦大学或买方指定的最终目的地 /The port of destination/project site: Fudan University
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安装、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 Supplier of any warranty obligations under this Contract; and 4.training on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

17.2	<p>要求提供的备件： /Spare parts to provide: spare parts during the warranty period.</p>
18.4	<p>免费维修或更换有缺陷货物或部件的响应时间： 卖方应在接到买方故障信息后24小时内响应，并在72小时内到设备使用现场进行维修工作。 /Response of repairing or replacing the defective Goods or parts without costs to the Purchaser: After receiving the failure information from the Buyer, response is required to be made within 24 hours, and conduct maintenance work at the equipment usage site within 72 hours..</p>
18.2	<p>质量保证期：详见技术规格部分。</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：签订合同后15天内，预付合同总价的30%；</p> <p>1.2 交货付款：工厂预验收合格发货前7天内，付合同总价的60%；</p> <p>1.3 合同设备验收后的付款：最终验收合格后30天内，付合同总价的10%；</p> <p>1.4 买方在银行发生的费用由买方承担，卖方在银行发生的费用由卖方承担。</p> <p>2. 从中华人民共和国关境外提供的货物：</p> <p>2.1 合同签订后 15 天内，买方收到卖方银行提供的合同金额 10% 的正本履约保函后，买方通过电汇支付合同总金额的 20% 作为预付款。不适用</p> <p>2.2 合同签订后 30 天内，由买方开立以卖方为收益人的 100% 经卖方确认的不可撤销信用证，其中：</p> <p>2.2.1 合同总价的 90%，凭货物发运单据议付；</p> <p>2.2.2 验收后付款：最终验收合格后 30 天内，付合同总价的 10%。</p> <p>2.3 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 and conditions of payment:</p> <p>1. goods offered from within PRC:</p> <p>1.1 Within 15 days after the signing of the Contract, pay 30% of the total contract value through T/T to the seller.</p> <p>1.2 60% of the total contract will be paid within 7 days before the equipment is shipped.</p>

	<p>1.3 Within 30 days after the final acceptance inspection, pay 10%.</p> <p>1.4 The bond service charge that occurs in the Purchaser's is afforded by the Purchaser, or the other banking service charges that occur in the Supplier's are afforded by the Supplier.</p> <p>2. goods offered from abroad:</p> <p>2.1 Within 15 days after the signing of the Contract, the Purchaser receives the performance bond (10% of the total contract price), then pay 20% of the total contract price. Not applicable.</p> <p>2.2 Within 30 days after the signing of the Contract, the Purchaser opens an 100% of Irrevocable L/C in favor of the Supplier,</p> <p>2.2.1 90% of the total contract will be paid after the equipment is shipped.</p> <p>2.2.2 Within 30 days after the final acceptance, pay 10%.</p> <p>2.3 All the banking charge incurred in Purchaser's country should be borne by Purchaser, and banking charge incurred outside of Supplier's country should be borne by Supplier.</p>
*32.2	<p>仲裁的地点和仲裁的官方语言： 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: Any dispute shall finally be settled by arbitration in Shanghai, under the Shanghai Branch of ChinaInternational 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>

第八章货物需求一览表及技术规格

Section 8. Schedule of Requirements and Technical Specifications

(注：本章内容如有与此前内容矛盾，以此内容为准！)

注：本章内容中凡标有“★”号的，均须无条件地满足，如果某个标题前标有“★”的，则该标题下的所有内容都须无条件地满足！

一、项目概况

本次拟购置的货物为He4 稀释 He3 制冷机选件，该设备需能够适配并集成在物性测量系统中，最低温度可达 50mk。可以引入电学，热学等平台已有测量模式，以及强磁场环境，为相关研究组提供开展各类 mk 极低温实验的测量条件，持续推进在超导材料，二维量子器件，以及超导量子计算等研究领域的项目顺利开展。

二、主要参数要求

1. 全自动的连续闭循环 He4/He3 稀释制冷系统，可以进行极低温环境下的电输运及比热测量。
- ★2. 最低温度达到 50 mK，工作温度范围：50mK - 4K，可以进行连续变温。
3. 温度稳定性：优于±0.2%，实现温度的精确控制。
4. 样品台在 100mK 以下的冷却功率不小于 0.2 μ W。
- ★5. 冷却时间：300K 降到 100mK 小于等于 8 小时。
6. 需硬件和软件可集成在用户已有的物性测量系统中：
 - 6.1 样品空间：直径在 22mm-24mm 之间，高度在 30mm-36mm 之间的圆柱体，可容纳大部分的样品尺寸。
 - 6.2 系统需采用 CAN 通讯协议并适配物性测量系统的 Multiview 软件，可通过该软件控制和监控系统的运行模式、实时温度等工作状态。

三、服务要求

- 1、为方便招标人设备的正常接收及顺利开展安装前期准备工作，中标人应配合用户提供安装条件，电气要求等。
- 2、仪器到达用户使用现场后，由仪器供应商派出工程师与用户共同开箱清点验收后免费安装、调试。
- 3、在仪器安装完成后，由仪器供应商派专业工程师对使用人员免费进行技术培训。包括仪器基本原理和结构介绍、仪器操作方法、仪器基本保养维护程序等内容。

4、仪器最终验收合格后提供质保，响应时间为接到报修后 24 小时以内，并在 72 小时内到设备使用现场进行维修工作。

5、质保期内，非人为因素导致的仪器故障，所需要的维修费用（包括零部件费用、维修费用）均由仪器制造商（或代理商）承担。

6、质保期过后，仪器制造商（或代理商）对仪器提供终身维修服务，能提供广泛、即时、优惠的技术服务，并提供质量上乘、价格合理各种配件。

7、在硬件条件支持的条件下，软件终身免费升级。

四、验收及其他：

1、货物安装完成正常运行 7 天后，对项目进行验收。

2、验收指标：

2.1 开箱验收：合同货物到达买方指定地点后，卖方接到买方通知 1 周内到达项目现场，双方代表共同进行开箱验收，清点货物是否与合同内容一致，是否完好无缺损，配件、资料是否完备，如有任何问题由供方负责解决。

2.2 安装调试：软件开箱验收合格后，卖方派遣工程师现场进行安装调试，买方负责准备所需电气、场地等条件，双方对合同货物各项功能、指标进行符合性检查并签署安装调试报告。

2.3 终验收：系统安装调试完毕且试运行正常后，双方共同签署验收意见并加盖公章，作为系统终验收完成的依据。

3、违约责任：延迟交货及处罚：如果卖方不能按合同规定按期交货，除不可抗力因素外，卖方应付给买方赔偿金，每超期七天，需支付货物总值的 0.5%，赔偿金直接从货款中扣除。罚金不超过货款总值的 5%。不可抗力：在货物的加工、装运或运输过程中，由于不可抗力导致的延误装船或不能出运，卖方不负责任。卖方应在上述事件发生十四天之内通知买方，将事故发生地专门的政府权威机构或制造商出具的事故证明书以航空信件寄给买方，或提供相关政府公告以作为不可抗力的事件证明。在这种情况下，卖方仍有义务采取一切必要手段，使货物尽快出运。“不可抗力”系指那些合同一方无法控制的、无法预见、无法避免的事件和情况，其发生也不是卖方的违约或疏忽而造成的。这些事件包括但不限于：政府行为、战争或革命、火灾、洪水、罢工、防疫限制和禁运、发运国或到港国的国家或海关政策变化、流行病例如 COVID-19 疫情及其防控行政强制措施。

★4、付款方式：

付款方式：若从境外供货，100%即期 L/C（90%凭运单支付，10%验收合格后支付）

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。

★5、交货期：

5.1. 2025年4月30日前货到复旦大学。（空运/海运）

★6、质保期：质保期自验收合格日起不低于1年。

★7、投标方须承诺，针对原产于境外的投标产品，若中标后由于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中标供应商承担。若中标后由于汇率波动，超出预算费用由中标供应商承担。