

项目编号: HW2022101907

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: 1639-224122240333/02

项目名称/Project name: 流式细胞分选仪/Flow Cytometry Sorter

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**

2022-11

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、甲乙任何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；或者甲乙任何一方人员存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: 2022-11

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: 复旦大学拟采购流式细胞分选仪。Fudan University plans to purchase a Flow Cytometry Sorter.

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.: 1639-224122240333/02

招标项目名称: 流式细胞分选仪

/ Project Name: Flow Cytometry Sorter

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/ Quantity	简要技术规格 /Main Technical Data	* 交货期 / Delivery schedule
1	流式细胞分选仪 预算金额: 人民币 186.67 万	1 套	最大液滴振荡频率: 不 低于 52kHz;	合同签订后3个月货到复旦 大学。(空运) / DPU Fudan University within three

	元 最高限价：人民币 182.93 万 元			months after signing the contact .
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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：2022年11月3日至2022年11月10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 2022-11-3 to 2022-11-10, 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、线上报名方式：有兴趣的潜在投标人写明申请项目的名称，提供报名单位名称、具体项目联系人的联系方式（姓名、手机、地址及邮箱）发送至邮箱 13795281643@163.com，收到邮件回复后，请完整填写《购标书登记表》。/Online registration method: potential suppliers specify the name of the project to be purchased, provide the name of the registration unit and the contact information (name, mobile phone, address and email) of the contact person for the specific project, and send them to email 13795281643@163.com. After receiving the email reply, please complete the "Registration Form for Purchase Bidding Document".

7、投标文件的递交 / Bid Submission

投标截止时间/开标时间：2022 年 11 月 24 日 10 时 00 分（北京时间）

/Deadline for Submitting Bids/Time of Bid Opening: 2022-11-24, 10: 00 (Beijing Time)

投标文件送达地点：上海市长寿路 285 号恒达广场 10 楼开标室

/Place of Bid: 10/F Hengda Plaza 285 Changshou Road, Shanghai

开标地点：上海市长寿路 285 号恒达广场 10 楼开标室

/Place of Bid : 10/F Hengda Plaza 285 Changshou Road, Shanghai

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: 许老师/Mr.Xu

电话/Tel: 86-21-65641327

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:13795281643@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：224122240333/02 投标保证金）

（示例：224122240333/02 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：

投标人不得相互串通投标，投标人不得与招标人或招标代理机构等串通投标，否则其投标文件将被判定为无效并依法各自接受有关监管部门的处罚。

疫情期间入校管理规定：

疫情防控期间，投标人进校投标、参加开标会须按要求向招标代理机构报备（根据本项第二条要求提交相关资料）。进校人员在进校时应主动出示身份证、“随申码”（绿码）。

（一）拟进校人员必须符合以下进校条件：

1. 身体无发热、咳嗽、气喘等疑似症状。
2. 近期，本人及同住人员未途经或去过重点防控地区和国（境）外。
3. 最近14天内未近距离接触新型冠状病毒感染的肺炎疑似或确诊患者。
4. 14天内无境外国家/疫情中高风险来沪返沪地区的旅行史或居住史。
5. 进校人员应主动出示身份证原件、“随申码”（绿码）方能进校。（有关防控管理要求，学校将按上海市有关规定进行动态调整，如有变化，另行通知）

（二）投标人应在投标截止日前至少提前1天向招标代理单位发送拟进校人员信息，信息包含以下内容

1. 姓名、身份证号、手机号、车牌号（如有）；
2. 随申码绿码截屏、通信大数据行程卡绿码截屏；
3. 承诺书：进校人员及同住人最近14天内未到过（或途径）国务院颁布的中、高风险地区（须列明各风险地区并签名，图片格式）
4. 以上信息以电子邮件形式发送至招标代理单位邮箱：13795281643@163.com并备注投标项目名称及投标人名称。

（三）投标人须对人员入校防疫手续办理时间有充分考虑及风险预判，因投标人自身未遵守以上规定或风险预判不足导致的投标文件未送达或逾期送达等情况，均由投标人自行负责。

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	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：许老师/Mr.Xu 电话/Tel: 86-21-65641327 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 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 邮政编码/ Postcode: 200060 联系人/Attention:/张洁玮 沈颀 电话/Tel: 86-21-32557719; 021-32557775 传真/Fax: 86-21-32557505 电子信箱/ E-mail:13795281643@163.com
1.3	项目概况/Project Overview: 复旦大学拟采购流式细胞分选仪。Fudan University plans to purchase Flow Cytometry Sorter 资金性质/Funds: 财政资金;

设置了格式：芬兰语

	明确项目适用的法律法规
6.1	<p>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构，传真至：021-32557505，并发E-mail（Word版）至：13795281643@163.com。</p> <p>注：投标人应认真审阅招标文件的所有内容（包括可能有的图样、图片和光盘等），如果在收到招标文件后发现存在缺页、显示不清楚或对其中内容不理解而未向招标机构提出，由此导致投标人的投标文件不符合招标文件的要求，其责任应由投标人自负。实质上不响应招标文件要求的投标文件将被否决。</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) : <u>13795281643@163.com</u>.</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.</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>*本次招标最高投标限价：182.93万元人民币。</p> <p>/ This tender set a maximum bid limit.: RMB 1,829,300.00 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>（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。）</p> <p>（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>

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设置了格式：德语(德国)

	<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.</p> <p>(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<u>1</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，并承诺该价格在质保期满后<u>5</u>年内不变。/ The bidder shall provide a list withprice of the spare parts during <u>1</u> 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 <u>5</u> 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 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>④提供质保期满后运行<u>1</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，并承诺该价格在质保期满后<u>5</u>年内不变。 / The bidder shall provide a list with price of the spare parts during <u>1</u> 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 <u>5</u> 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</p>

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	<p>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 <u>1</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, 并承诺该价格在质保期满后 <u>5</u> 年内不变。/ The bidder shall provide a list with price of the spare parts during <u>1</u> 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 <u>5</u> years after the warranty period.</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，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）：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。</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 6-5）。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	<p>本次招标不允许联合体投标。/ Joint Bids is not Available.</p>

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><u>/ 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;</u></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技术支持资料。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><u>/ 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.</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%。/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 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 copy of the tender documents and official seal.</p> <p>(3) 投标保证金的有效性与投标有效期一致。/ 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 delivery certificate 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 in the tender documents.</p>
<p>*15.5</p> <p>*15.6</p>	<p>投标保证金的退还及利息/Discharge 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《未中标通知书》后 5 日内予以退还。</p> <p>/ Unsuccessful bidders' bid security will be discharged within five days after the 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 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，</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:</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>
17.1	<p>投标人应提供投标文件全部内容的电子文档1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	<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:</p> <p>递交的地址/Delivery Address: 上海市长寿路 285 号恒达广场 10 楼开标室</p> <p>/Pace of Bid :10/F Hengda Plaza 285 Changshou Road, Shanghai</p>
18.4	<p>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.</p>
19.1	<p>投标截止日期/Deadline for Submitting Bids: <u>2022-11-24</u></p> <p>投标截止时间/Time: <u>10:00</u> 北京时间/ Beijing time) 。</p>
22.1	<p>开标日期/Date of Bid Opening: <u>2022-11-24</u></p>

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	<p>开标时间/ Time: <u>10:00</u> (北京时间/ Beijing time)。</p> <p>开标地点/ Place: 上海市长寿路<u>285</u>号恒达广场<u>10</u>楼开标室/ 10/F Hengda Plaza 285 Changshou Road, Shanghai。</p>
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	<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<u>30</u>%或超出允许偏离的最多项数<u>5</u>项的。 /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 (*) which are not key ones, have exceeded the maximum range <u>30</u> % or the maximum deviation items <u>5</u>.</p>
25.1	<p>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.</p>
26.2	<p>4) 偏离加价: / Increase The Bid Price for acceptable deviation:</p> <p>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, 应包含相关税费, 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>

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	<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 \leq5% 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>③The 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>
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</p>

	<p>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: <u>1</u>名</p>
36.1	<p>招标服务费 / Service Charge for Bidding:</p> <p>中标人应按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. 本项目的招标代理服务费用由中标人在《中标通知书》发出后的30天内向招标代理机构一次性支付。采用差额定率累进计费方式进行收费,按照计价格[2002]1980号《招标代理服务收费管理暂行办法》收费标准予以64.95%的折扣收取。</p> <p>3. 招标服务费币种与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>4. 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</p>

	<p>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: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	履约保证金： <u>合同总价的10%</u> / Performance Security: 10% of the total contract value. 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	要求提供的备件： /Spare parts to provide: spare parts during the warranty period.
18.4	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2个工作日内排除故障。 /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 troubleshooting should be managed within 2 work-days.
18.2	质量保证期： 详见技术规格部分。
20	付款方法和条件： 1. 从中华人民共和国关境内提供的货物： 1.1 预付款：签订合同后15天内，预付合同总价的30%； 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%； 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%； 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。 2. 从中华人民共和国关境外提供的货物： 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 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： 2.2.1 合同总价的 90%，凭货物发运单据议付； 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%。 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。 /The method and conditions of payment: 1. goods offered from within PRC:

	<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 60 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 besettled 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、设备用途：拟购置的流式细胞分选仪通过细胞表面的多重参数对细胞进行分类，并将其中一群或多群细胞进行高纯度的富集，形成细胞群或者单细胞体系，用于后续在细胞水平、转录组水平、基因组水平和蛋白组学水平上开展研究工作，推动进展和取得突破性成果。其应用涉及到生物学的各个方面，是生物相关实验室必备的仪器和基础设备。

二、设备要求：

2.1、激光配置和光路校准：配置不少于两个激光器，波长 488nm 和 638nm，可升级其他波长的激光器，且每日仪器可自动化校准光路，确保每次开机均有最佳的激发和检测效果，无需人为调试；

2.2、最大分析速度：不低于 70,000EPS。

2.3、检测参数：可同时检测不少于 8 个荧光参数和 2 个散射光参数；

★2.4、基于微流体芯片的高速分选技术，无需石英杯流动室，能够精准的对样本流和鞘液流进行控制，实现高活性细胞分选，且具有 70um, 100um 和 130um 等多种喷嘴尺寸的芯片可选；

2.5、样本流路的所有组成部分（包括进样针、上样管、微流体芯片）均可由用户自由完成插拔式更换，更换后仪器可自动校准光路、液路及分选设置，无需人工调试，以实现零交叉污染分选；

2.6、支持不少于四路细胞同时分选；

★2.7、最大液滴振荡频率：不低于 52kHz；

2.8、上样仓和分选仓具备温控系统，且配备鞘液温控系统，能够提升系统分选的稳定性；

2.9、系统自动化校准：全自动完成分选前所有的必需设定，必须包含光路校准、液滴断点形成、侧液流偏转设定及液滴延迟计算，完全无需人为干预；

2.10、软件免密开放安装，可安装在任意多个使用者的电脑上，提高仪器使用效率，便于数据

共享；支持数据获取、分析和细胞分选多任务并行处理，互补干扰；

2.11、系统工作站：配置不低于 Intel Core i7 处理器，不少于 16G 内存，不少于 1TB 硬盘。

三、服务要求

3.1. 合同生效后，仪器制造商（或代理商）应协助招标人对安装仪器的实验室工作条件进行配置和确认。

3.2. 提供的产品须为全新原装正品，相关的配套附件质量优良，数量齐全，并在标书中注明可选配件的价格（可选配件价格不计入总价）。

3.3. 仪器到达用户指定交货地点后，根据用户的时间安排，仪器制造商（或代理商）在接到用户通知后 2 周内进行安装调试，按照学校验收的权限，相关部门及人员形成验收小组，验收小组根据采购文件、投标文件、合同等项目文件约定内容对项目进行综合运行验收，直至通过验收。仪器的安装调试期不应长于 5 个工作日。如验收达不到规定要求，采购人有权要求更换货物或拒绝付款，成交供应商若违约，采购人将依法追究相应法律责任。

3.4. 仪器安装调试合格后，提供不少于 2 次线上或线下培训，培训人数及方式根据采购人要求，其中至少 1 次现场实操培训，直至用户方完全掌握设备的基本操作和维护管理。应提供完整的培训计划和方案，列明培训人员数量、达到的水平等，培训内容包括设备的操作、日常维修、简单故障的识别及排除等。培训所需全部费用均由中标商支付。

★3.5. 质保期：验收合格后 1 年或以上

3.6. 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。

3.7. 保证供应仪器质保期后 5 年内所需的备品、备件；需给出详细清单（品名、货号、生产厂家、数量、价格等）。

3.8. 仪器制造商（或代理商）设有维修中心，有专职维修工程师和备品备件库。在用户提出维修要求后，制造商（或代理商）全年应在 24 小时内作出响应，48 小时内提供备机，3 个工作日内到达用户现场维修，一般故障应在 24 小时内修复，重大故障应在 72 小时内修复；履行所承诺的其他服务条款。

3.9. 仪器制造商（或代理商）终身免费提供应用咨询及技术帮助。在硬件条件支持的条件下，软件终身免费升级。

3.11 交货期：合同签订后 3 个月之内货到复旦大学。