

# 复旦大学显微物镜 项目

## 单一来源采购文件

项目编号：HW2024101401

采购人：复旦大学

日期：二〇二四年十一月

# 单一来源采购文件目录

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## 第一部分 单一来源采购邀请

一、项目概况（内容、用途、数量、简要技术要求）：

- 1、项目名称：复旦大学采购项目显微物镜
- 2、项目编号：HW2024101401
- 3、合同履行期限：合同签订，在 2025 年 06 月前交付产品。
- 4、采购需求：

拟采购单一来源采购方式。

本项目预算金额：人民币 145 万元。

本次采购最高限价为 142.10 万元，本限价为免税价格，不包含关税、增值税，不包含进口环节费用。

具体项目内容、采购范围及所应达到的具体要求，以采购文件相应规定为准。

二、单一来源采购响应供应商资质

- 1、供应商应是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；
- 2、供应商应为响应产品的制造商或其合法代理商，代理商应提供响应产品的制造商针对本项目的正式授权；
- 3、供应商应采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）制造的产品参与响应；
- 4、供应商开户银行在唱价日前三个月内开具的资信证明；
- 5、本项目不接受联合体响应；
- 6、本项目不接受转包、分包。

三、单一来源响应截止时间：2024 年 11 月 01 日上午 9:00

四、单一来源响应文件提交地点：上海市杨浦区淞沪路 2005 号物理楼 S126 室

五、单一来源谈判时间：2024 年 11 月 06 日晚上 10:00

六、单一来源谈判地点：上海市杨浦区淞沪路 2005 号物理楼 S126 室

## 七、联系方式

采购人：复旦大学

地址：上海市杨浦区邯郸路 220 号

邮编：200433

电话号码：021-65641292

联系人：李老师

## 第二部分 采购内容与要求

### 1 项目概况

根据项目的研究内容,为了满足中性原子量子计算系统中亚微米级的高分辨率成像需求,特需要定制物镜 8 个。实验中需要有 780、795 和 852 nm 三种波长的光经过物镜,因此其需要在三个波长下进行复消色差的设计,需要定制高数值孔径物镜。由于成像系统的衍射极限下分辨率与数值孔径有关,物镜需要有较大的数值孔径(0.6 左右),同时其视场范围必须超过设计目标原子阵列的有效范围(1.5 mm 左右),并且焦距能满足观察窗口的尺寸。两种原子拟建设两个系统,共需要 2 套,4 个物镜,由于该定制物镜货期过长,需要额外备份保障实验顺利进行,故定制 8 个物镜。

### 2 技术要求

技术规格:

数值孔径 (NA)  $\geq 0.62$

输入孔径 (EPD)  $\geq 12.4$  毫米

有效焦距  $\leq 9.92$  毫米

视场(FOV) (直径)  $\geq 1.5$  毫米

波长: 750nm-1066nm

工作距离: 2.5mm 空气+3.5mm Pyrex+9mm 真空

物镜外形尺寸: 直径 50mm, 长度 150mm

外壳材料: 4 个为 Ultem, 4 个为钛

波长 780-1066nm 的 AR 涂层

大于 90% 的高透光率

质量: 高分辨率、高对比度和色彩还原能力

功能: 中性原子量子计算系统中亚微米级的高分辨率成像,在 780、795 和 852 nm 三个波长下进行复消色差,在科学腔中投影激光俘获原子形成原子阵列,收集原子荧光,将原子阵列成像到高分辨率相机,观察原子阵列的质量。

安全: 具有抗损伤能力和环境适应性,如高湿度、油和真空环境的适应性,

符合行业安全标准或认证。

### 3 交货、安装、调试及验收要求

3.1 交货地点：上海市杨浦区复旦大学江湾校区物理楼 B053

3.2 ★交货期：合同签订，在 2025 年 06 月底前交付产品。

3.3 本项目响应产品须是全新的无任何缺陷的，响应供应商应按照采购文件规定的技术要求进行产品的供应。相关的配套附件质量优良，数量齐全。

3.4 产品到达采购人使用现场后，根据采购人的时间安排，接到采购人通知后由产品供应商（制造商或代理商）派出技术人员免费安装、调试，直至通过验收。

3.5 响应供应商需制定详细的制作、安装、调试的工作计划，根据要求完善工作计划内容，确保质量及文明安装、安全安装，确保在使用过程中的安全性。

3.6 货物验收：货物安装完成正常运行 30 天后，对项目进行验收。

3.7 验收指标：

数量——按装箱清单及合同检查仪器设备的台/件数和附件是否齐全、相符；

质量——检查仪器设备的表面是否光洁，完好。通电调试时逐一检查仪器设备的各项技术参数是否与产品说明书及合同规定的技术指标相符。

### 4 商务要求

4.1 付款方式：在订单进行生产之前支付 50%的定金，在成品装运之前支付 25%，在收到最终用户签字盖章的货物验收报告后支付 25%（余额应付），自发票之日起不超过 30 天。

4.2 本项目采用固定总价合同。该固定总价为中标人全面履行本采购范围约定的义务与责任、完成约定的工作内容，满足国家规范、规程、标准所发生的全部费用，包括但不限于完成货物采购、包装、运输、装卸至指定地点、安装、调试、验收、培训、售后服务、利润、税金、风险，即中标人完成本合同项下全部工作，在实际供货规格不变的情况下后期不因任何因素调整合同价格。

### 5 售后服务及其他要求：

5.1 售后服务：本项目自成品装运之日开始计算，需提供产品在成品装运之日

之后 1 年+1 个月的产品免费质量保证期。

5.2 在质保期内免收上门服务费和配件费。在维修过程中，若因特殊原因严重延误维修时间，产品供应商应提前说明，并相应延长质保期。

### 第三部分 单一来源采购须知

一、适用范围：仅适用于本次单一来源采购所叙述的项目。

#### 二、定义

- (一) “采购人”系指复旦大学。
- (二) “响应供应商”系指 Special Optics Inc.。

#### 三、单一来源采购响应文件的组成

- (一) 单一来源响应函（附件一）；

#### 四、投标报价

从中华人民共和国关境外提供的货物，其投标报价包括：

- (1) DPU 项目现场（即卖方运费保险费付至项目现场）；
- (2) 各种售前、安装调试、验收以及移交等合同履行期间包括安装费用、专用工具费、技术服务费等伴随服务费用；
- (3) 按照第八章相应条款中列出的各类培训费用；
- (4) 其他服务费用。

从中华人民共和国关境内提供的货物和服务的投标货币：人民币。若以美元或其他货币报价，则视作该价格已包含关税、增值税等进口环节税和其他相关税费，在价格评议和签订合同时均按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货币转换。投标人如果中标，其投标货币即为合同项下的支付货币。

#### 五、协商办法

采购工作组将遵循公开、公平、公正的原则，与单一来源响应供应商进行协商。

协商时，若投标产品以外币报价，投标报价将按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的转换，协商时以此判定是否超过投标限价。高于最高投标限价的，其投标将被否决。

五、单一来源谈判时间及地点：2023年11月06日晚上10:00，上海市杨浦区淞沪路2005号物理楼S126室

七、投标有效期：不少于 90 天

#### 八、其他

合同结算时，因汇率波动或属于原产于特定国家（地区）特定进口商品加征关税且加征关税在实际进口时未被核准市场化采购排除造成合同实际结算时超出本项目的人民币限价时，招标人不承担超出投标限价的部分，该部分费用由中标人承担。

#### 十一、中标通知

（一）单一来源结束后，采购方将在复旦大学采购与招标管理中心网站（<https://czzx.fudan.edu.cn/>）上发布中标公告，公告期满，如无单一来源响应供应商质疑，由复旦大学签发《中标通知书》。

（二）中标通知书发出后，若中标供应商放弃中标，应当承担相应的法律责任，中标通知书对采购人和中标供应商具有同等法律效力。

#### 十二、其他

（一）如果有确凿证据证明单一来源响应供应商存在舞弊、违法行为，采购方有权拒绝存在此行为的单一来源响应供应商的响应文件提交或将提交的响应文件作废。

（二）中标后不能按要求履行服务保证的供应商将按《中华人民共和国政府采购法》和其它法规进行相应的处罚。

（三）本次单一来源不允许两个或两个以上的供应商组成联合体参加单一来源，不允许中标供应商将项目转包或分包。

（四）本文件未及事项，在签订合同时各方友好商定。

#### 第四部分 单一来源响应文件（格式）附表

附件一

### 单一来源响应函

格式自拟

## 第五部分 合同模板

### 合同 CONTRACT

合同编号：  
Contract No:  
招标编号：（如招标，就填写 Fill in if tendering）  
Tender No:

日期：  
Date:  
地点：上海杨浦  
Place: Yangpu District, Shanghai

买方: 复旦大学

The Buyers: Fudan University

地址: No.220 Handan Rd. Yangpu District, Shanghai 200433, China

Address: 上海市杨浦区邯郸路 220 号

联系人/Contact: Ziliang Li 电话/TEL: 021-31247962 传真/FAX: 021-65642222

卖方:

The Sellers: Special Optics Inc.

地址: 地址必须跟开证受益人信息地址保持一致或者银行收款账户信息地址保持一致(The address must be consistent with the issuing beneficiary's address or the bank account address.)

Address: 3 Stewart Court, Denville, New Jersey 07834, USA

联系人/Contact: Pete Mancuso 电话/TEL: +1-973.366.7289

传真/FAX: +1-973.366.7407

电话必须跟开证受益人保持一致，并且银行能通知到贵司，电汇方式忽略

(The telephone number must be in correspondence with the issuing beneficiary, and the bank can notify your company, and the wire transfer method must be ignored.)

本合同买方受最终用户（复旦大学）的委托与卖方按下列条款订立合同：

The buyers of this contract are entrusted by the End-user (Fudan University) and this Contract is made by and between the Buyers and Sellers according to the terms and conditions stipulated below:

1. 合同范围及价格:

Scope of Contract and Price:

(1)序号 ITEM	(2)货物名称及规格 Commodity and specification	(3)数量 Quantity	(4) 单价 Unit price	(5) 总价 Total value
1	中文品名: Commodity: 型号/Model: 与产品铭牌一致 (Consistency with Product Nameplate) 品牌/Brand: (配置清单详见附件 DETAILS SEE THE			

	ATTACHMENT)			
2				
<b>总价 TOTAL AMOUNT      CIP THE END USER (按标书/报价单修改 Modify by Bid/Quote)</b>				

2. 生产国别和制造厂商 Country of Origin and Manufacturer: **USA, Special Optics Inc.**

3. 装运期限 Time of Shipment: **合同签订后 10 周内且收到买方的发货通知后。**

4. 装运口岸 Port of Shipment: **Any main airport of USA**

5. 到货口岸 Port of Destination: **SHANGHAI**

6. 保险 Insurance:

由卖方投保一切险及战争险。

To be covered by the sellers against all risks and war risk insurance.

7. 包装 Packing:

须用坚固的新木箱/纸箱包装，适用于长途运输、防湿、防潮、防震、防锈和粗暴搬运。由于包装不当造成的货物损坏而产生的费用，以及由于卖方在包装方面采取的保护措施不充分或不当而造成的锈蚀损坏，均由卖方负责。

To be packed in new strong wooden case(s)/carton(s) suitable for long-distance transportation and well protected against dampness, moisture, shock, rust and rough handling. The Sellers shall be liable for any damage to the commodity and expenses incurred thereof on account of improper packing and for any rust damage attributable to inadequate or improper protective measures taken by the Sellers in regard to the packing.

8. 运输标志 Shipping Marks:

卖方须在包装上用不褪色颜料在每个包装箱四周标明箱号、合同号、目的港、毛重、净重、尺寸、体积以及“勿使受潮”“小心轻放”“此面朝上”等字样及吊装位置和唛头。

The Sellers shall mark on each package with fadeless paint the package number, Contract No., Port of Destination, gross weight, net weight, measurement and the wordings: “KEEP AWAY FROM MOISTURE” “HANDLE WITH CARE” “THIS SIDE UP” etc. and the shipping mark:

XXXXXXXXXXXXXXXXXXXXXXX  
SHANGHAI CHINA

9. 付款条件 Terms of Payment:

在订单进行生产之前支付 50%的定金，在成品装运之前支付 25%，在收到最终用户签字盖章的货物验收报告后支付 25%（余额应付），自发票之日起不超过 30 天。

50% deposit prior to processing the order for production, 25% due prior to shipment of finished goods and 25% (balance due) after receiving the goods acceptance report signed and stamped by the end user, not to exceed 30 days from shipment invoice.

10. 单据 Documents Required:

卖方所提供的单据，包括随货所附的所有单据其中的合同编号、货物的品名、规格、型号、数量、价值（包括价值的标注方式）必须与本合同完全一致，否则即为卖方构成根本性违约，卖方应承担因此产生的全部损失及其它法律责任。

All the documents furnished by the Sellers including contract numbers, names, specifications, quantities, and values (including the quotations of the values) of the goods in all the documents

enclosed under the goods shall be in strict accordance with the Contract. Otherwise the Sellers are considered as material breach of the Contract and shall bear all losses consequently arising therefrom and other legal duties.

10.1 卖方应将下列单据提交付款银行议付/托收货款。如为电汇付款，下列单据应直接寄给买方：

The Sellers shall present the following documents (marked with [ X ] ) to the paying bank for negotiation/ collection, or to the Buyers in case of payment by T/T:

10.1.1 注明合同号为（合同号）的商业发票一式三份。

[ X ] Signed Commercial Invoice in 3 copies indicating Contract No.（合同号）

10.1.2 全套清洁已装船海运提单、空白抬头、空白背书，注明“运费已付”、注明装运唛头并通知买方。

[ ] Full set of clean on board Ocean Bills of Lading made out to order and blank endorsed, marked “freight prepaid”, indicating shipping marks and notifying the Buyers.

注明“运费已付”的航空运单，注明运费金额和装运唛头，交付给买方。

[ ] Air Waybills showing “freight prepaid” indicating shipping marks and consigned to the Buyers.

10.1.3 保单/保险凭证按照发票金额 110%显示在中国应支付的索赔，以汇票的货币、空白背书，投保（[ ]海上运输/[ ]航空运输）一切险、战争险。

[ X ] Insurance Policy / Certificate for 110% of the invoice value showing claims payable in China in currency of the draft, blank endorsed, covering ([ ] Ocean Marine Transportation / [ ] Air Transportation) All Risks, War Risks.

10.1.4 装箱单一式三份，标明每件货物的数量/毛重、净重/尺码及包装情况。

[ ] Packing List in 3 copies indicating quantity / gross and net weights / measurements of each package and packing conditions.

10.1.5 由[ ]制造商/[ ]卖方/[ ]公共认可的检验机构出具的质量证明书一式 2 份。

[ ] Certificate of Quality in 2 copies issued by the [ ] manufacturer / [ ] sellers / [ ] Public recognized surveyor.

10.1.6 卖方出具的产地证明一式二份。

[ ] Certificate of Origin in 2 copies issued by the sellers.

10.2 下列单据应在发货时与货物一起交付承运人或用特快专递寄送买方。

If necessary, the following document shall be sent along together with the consignment, or sent to the Buyers by express airmail.

证明“国际植物保护公约”标志已盖在木质包装上的证书，或如果包装使用非木质材料，则应在装运单据中提供非木质包装的证书。

[ X ] CERTIFICATE CERTIFYING THAT THE 'IPPC' MARKS HAVE BEEN STAMPED ON THE WOODEN PACKAGE, OR IN CASE NON-WOODEN MATERIAL USED IN PACKAGE, CERTIFICATE OF NON-WOODEN PACKING SHOULD BE PRESENTED ALONG WITH THE SHIPPING DOCUMENTS.

10.3 货物装运后两日内，卖方应另外准备以上各种单据用特快专递寄送买方。

Within 2 days after shipment is effected, the Sellers shall prepare one set of each copy of the above-mentioned documents to be dispatched to the Buyers by express airmail.

## 11. 技术资料 Technical Document:

技术资料一套与货物一起装箱，运交买方。

One set of technical documents including operation and service manual shall be packed and dispatched together with the goods.

## 12. 装运条款和装运通知 Terms of shipment & Shipping advice:

12.1 装运前十天卖方应及时将装运的大概时间和到达时间电告买方，不允许转运，不允许分批装运。

The sellers shall advise the approx. date of shipment by fax to the Buyers 10 days before Shipment.

Transshipment is not allowed. Partial shipments are not allowed.

12.2 货物装运后，卖方应于 48 小时之内电告买方有关的船名航次/航班号、开航时间以及货物的名称、包装数量、重量尺寸和合同号。如因卖方未能及时通知买方而造成的损失将由卖方负责。

Within 48 hours after the goods are loaded on board, the Sellers shall advise the Buyers by fax the Name of Vessel/ Flight No., the date of departure and name of goods, number of packages, weight and dimensions of goods and the contract number. In case the sellers fail to advise the Buyers about the shipment in time, any consequent loss occurred to be born by the sellers.

### 13. 质量保证 Guarantee of Quality:

卖方保证货物系用最上等的材料和一流的工艺制成，全新，未曾用过，完全符合合同规定的质量和规格。卖方并保证本合同货物的保修期为货物装运之日起 1 年零 1 个月。

The Sellers shall guarantee that the goods are made of best materials, with first class workmanship, brand new, unused and correspond in all respects with the quality, specifications and performance as stipulated in this contract. The Sellers shall also guarantee that will give warranty for a period of 1 year and 30 days from shipment invoice date.

本质量保证包括在保修期内货物的免费维修及有缺陷部件的免费更换。卖方的保证责任仅限于货物正常使用及维护状况下出现的缺陷。本质量保证不包括货物的正常折旧及损耗。

The warranty entails only the repair or replacement free of charge of defective parts during warranty period, and the Seller's liability applies only to defects that appear under proper use and maintenance. Normal deterioration and wear/tear is not covered by the warranty.

### 14. 检验和索赔 Inspection and Claims:

14.1 在交货以前制造厂应就订货的质量、性能、规格、数量/重量做出准确和全面的检验，并出具货物和本合同规定相符的证明书，该证明书为议付/托收货款而应提交银行的单据组成部分，但不得作为货物的质量、性能、规格和数量/重量的最后依据。制造厂应将记载实验细节和结果的书面报告附在质量证明书内。

The manufacturers shall before making delivery, make a precise and comprehensive inspection of the goods as regards their quality, performance, specifications and quantity / weight, and issue certificate(s) certifying that the goods are in conformity with the stipulations of this contract. The certificate(s) shall form an integral part of the documents to be presented to the paying bank for negotiation / collection of payment but shall not be considered as final in respect of quality, performance, specifications and quantity/ weight. Particulars and results of the test carried out by the manufacturers must be shown in a statement to be attached to the said Quality Certificate.

14.2 货物到达目的地后,买方应申请上海海关/官方认可的第三方检验机构就货物的质量、规格和数量/重量进行初步的检验。如发现到货与合同规定的不符，除应由保险公司或航运公司负责者外，买方于货物到货后 12 个月内凭上海海关/官方认可的第三方检验机构出具之检验证书有权拒收货物或向卖方索赔。

After arrival of the goods at the port of destination the Buyers shall apply to the Shanghai Customs or the third party accepted for a preliminary inspection of the goods in respect of their quality, specifications and quantity / weight. If any discrepancies are found by the Bureau regarding the goods with the contract, except those for which either the insurance company or the shipping company is responsible, the Buyers shall, within 12 months after discharge of the goods at the port of destination, have the right either to reject the goods or to claim against the Sellers on the strength of the inspection certificate issued by the Shanghai Customs or the third party inspection institution.

14.3 在本合同第 13 条规定的保证期限内，如发现货物无论任何原因引起缺陷包括内在缺陷或使用

不良的原料，买方应申请上海海关/官方认可的第三方检验机构检验，并有权根据检验证明向卖方索赔。

Within the guarantee period stipulated in Clause 16 hereof should the quality and /or the specification of the goods be found not in conformity with the contracted stipulations, or should the goods prove defective for any reasons, including latent defect or the use of unsuitable materials, the Buyers shall arrange for an inspection to be carried out by the Shanghai Customs or the third party inspection institution and have the right to claim against the Sellers on the strength of the inspection certificate issued by the Bureau.

#### 15. 索赔解决方法 Settlement of claims:

如货物不符合本合同规定应由卖方负责者，同时买方按照本合同第 13 和 14 条的规定在索赔期限或质量保证期限内提出索赔，卖方在取得买方同意后，应按下列方式理赔：

In case the Sellers are liable for the discrepancies and a claim is made by the Buyers within the period of claim or quality guarantee period as stipulated in clause 13 and 14 of this contract, the Sellers shall settle the claim upon the agreement of the Buyers in the following ways:

15.1 同意买方退货，并将退货金额以成交原币偿还买方，并承担因退货而发生的一切直接损失和费用包括利息、银行费用、运费、保险费、检验费、仓租等一切其他必要费用。

Agree to the rejection of the goods and refund to the Buyers the value of the goods so rejected in the same currency as contracted herein, and to bear all direct losses and expenses in connection therewith including interest accrued, banking charges, freight, insurance premium, inspection charges, storage and all other necessary expenses required for the custody and protection of the rejected goods.

15.2 按照货物的疵劣程度，损坏的范围和买方所遭受的损失，将货物贬值。

Devaluate the goods according to the degree of inferiority, extent of damage and amount of losses suffered by the Buyers.

15.3 调换有瑕疵的货物，换货必须全新并符合本合同规定的规格、质量和性能。卖方并承担因此产生的一切费用和买方遭受的一切直接损失。对换货的质量，卖方仍应按本合同第 13 条的约定，保证期为 13 月。

Replace the defective goods with new ones which conform to the specifications, quality and performance as stipulated in this contract, and bear all expenses incurred and direct losses sustained by the Buyers. The Sellers shall, at the same time, guarantee the quality of the replacement goods for a further period of 13 months as specified in Clause 13 of this contract.

#### 16. 不可抗力 Force Majeure:

由于人力不可抗拒的事故，而卖方交货迟延或不能交货时，责任不在卖方。但卖方应立即将事故通知买方，并于事故发生十四天内将事故发生地政府主管机构出具的事故证明书用空邮寄交买方为证，并取得买方认可。在上述情况下卖方仍负有采取一切必要措施从速交货的责任。如果事故持续超过十个星期，买方有权解除本合同。

The Sellers shall not be held responsible for any delay in delivery or non delivery of the goods due to Force Majeure. However, the Sellers shall advise the Buyers immediately of such occurrence and within fourteen days thereafter, shall send by airmail to the Buyers for their acceptance a certificate issued by the competent government authorities of the place where the accident occurs as evidence thereof. Under such circumstances the Sellers, however, are still under the obligation to take all necessary measures to hasten the delivery of the goods. In case the accident lasts for more than ten weeks, the Buyers shall have the right to cancel this contract.

#### 17. 延迟发货与罚款 Late and Delivery and Penalty:

除本合同规定的不可抗力外，若卖方不能按合同规定按时交货，在卖方同意支付罚金的基础上，买方应同意推迟交货，罚金将在议付时由付款银行从货款中扣减。罚金不得超过迟发货物价值总额的5%。罚金率为每七天0.5%，不足七天的推算为七天。假如卖方在合同规定的装运期后十周仍未能发货，买方有权解除本合同。卖方仍需支付罚金。

In case of delayed delivery, except for force majeure cases, the Sellers shall pay to the Buyers for every week of delay a penalty amounting to 0.5% of the total value of the goods whose delivery has been delayed. Any fractional part of a week is to be considered a full week. The total amount of penalty shall not, however, exceeds 5% of the total value of the goods involved in late delivery and is to be deducted from the amount due to the Sellers by the paying bank at the time of negotiation. In case the period of delay exceeds 10 weeks after the stipulated delivery date the Buyers have the right to terminate this Contract but the Sellers shall not thereby be exempted from the payment of penalty.

#### 18. 争议的解决 Dispute settlement:

18.1 法律适用: 本合同的订立、效力、解释、履行和争议的解决均受中华人民共和国颁布的法律管辖。《联合国国际货物销售合同公约》不适用于本合同。

Governing Law: The formation, validity, interpretation and performance of the Contract and resolution of any disputes relating to the Contract shall be governed by the laws of the People's Republic of China. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Contract.

18.2 卖方、买方和最终用户之间所有与合同有关或在执行合同过程中发生的纠纷应通过友好协商的方式解决,如果经过协商仍不能解决,则应提交给上海国际经济贸易仲裁委员会,根据该仲裁委员会届时有效的仲裁规则,以仲裁方式解决。仲裁地点在上海,并且仲裁裁决是终局的,对卖方、买方和最终用户均有拘束力。仲裁费由败诉方承担,仲裁语言为中文和英文。

All disputes among the Sellers, the Buyers and the End-user in connection with the Contract or the performance of this Contract shall be settled amicably through negotiations. In case no settlement can be reached, the dispute shall be submitted for arbitration to Shanghai International Economic and Trade Arbitration Commission in accordance with its Arbitration Rules then in force. The arbitration shall take place in Shanghai and the arbitral award is final and binding upon the Sellers, the Buyers as well as the End-user. Arbitration fee shall be borne by the losing party. The Arbitration language shall be provided in Chinese and English.

#### 19. 出口管制 EXPORT CONTROL:

19.1. 卖方应在获悉货物和/或此类商品的任何部分/材料的任何出口管制状态的进展后,立即书面通知买方,并应尽其合理努力获得此类出口许可证。

The Sellers shall notify the Buyers in writing any evolution of the export control status of the goods and/or any part/material of such commodities as soon as the Sellers are informed of such evolution and shall exert reasonable efforts to obtain such export licenses.

19.2. 买方及最终用户将《用户声明》交付卖方2个月内,卖方应完成相应的外国出口许可证明文件。如果如因卖方未能成功办理出口许可证明文件,买方可无条件解除合同。

Within 2 months after the buyers and the End-user deliver the "ELS End USER'S STATEMENT OF ASSURANCE" to the sellers, the Sellers shall complete the corresponding export license. If the sellers are unsuccessful in obtaining the export licence documentation, the Buyers have the right to terminate this Contract unconditionally.

#### 20. 附注 Remarks:

20.1 本合同一式5份,买方及最终用户各执2份,卖方执1份为证。

This contract is made out in five original copies, two copies to be held by the Buyers, two copies to

be held by the End-user and one copy to be held by the Sellers in witness thereof.

20.2 本合同以中英文书写，中英文具有同样效力，两种文字解释发生冲突时，以中文文本为准。

The Contract is executed in both Chinese and English. Both language versions are equally valid. In the event of any discrepancies between the English version and the Chinese version, the Chinese version shall prevail.

21. 所有对该合同条款的修改、补充、变更均应以书面形式表示，并经双方代表签字确认。

All amendments, supplements and alterations to the terms and conditions of the Contract shall be mutually agreed in writing by both parties and confirmed by the signatures of the representatives of both parties.

买方：

**The Buyers:**

授权代表：

**Authorized representative:**

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卖方：

**The Sellers:**

授权代表：

**Authorized representative:**

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合同（合同号）附件 1  
**Attachment 1 to Contract No.**  
配置清单  
**List of The Equipment**

序号 Item	产品名称 Product Name	规格型号 Model number	产品描述 Description	数量 Quantity
1				
2				
3				
4				
5				
6				

甲方（盖章）：复旦大学

授权代表（签字）：\_\_\_\_\_

乙方（盖章）：\_\_\_\_\_

授权代表（签字）：\_\_\_\_\_

附件一

### 产品清单

甲方（买受人）：复旦大学

乙方（出卖人）：\_\_\_\_\_

品名	规格/型号	生产厂家	数量	单位	单价	总价
合计总价		(¥ 元)				

甲方（买受人）：复旦大学

\_\_\_\_\_ (盖章)

乙方（出卖人）：\_\_\_\_\_

\_\_\_\_\_ (盖章)

