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中海深圳湾超级总部T207-0060

CHINA OVERSEAS SHENZHEN BAY SUPER
HEADQUARTERS BASE T207-0060

(暂定名/TENTATIVE NAME)

建筑方案设计公开招标

PUBLIC TENDER FOR ARCHITECTURAL
SCHEME DESIGN

2023.07

招标文件

TENDER DOCUMENT



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招标人: 深圳市中海启宏房地产开发有限公司

Tenderee: Shenzhen China Overseas Qihong Real Estate Development Co., Ltd.

目录

CONTENTS

第一部分 投标须知	
Part I Instructions to Bidders	01
一、项目说明	
I. Project Description	01
二、招标规则	
II. Tender Rules	04
三、招标日程安排	
III. Tender Schedule	11
四、设计补偿费	
IV. Compensation	12
五、设计费	
V. Design Fee	13
六、资格预审申请文件的要求	
VI. Requirements for application documents	15
七、成果文件有效性	
VII. Validity of Deliverables	20
八、知识产权及相关法律	
VIII. Intellectual Property and Relevant Laws	22
九、保密原则	
IX. Confidentiality	23
十、争议解决	
X. Dispute Resolution	24
十一、不正当竞争与纪律监督	
XI. Supervision over Unfair Competition and Discipline	24
十二、语言及计量单位	
XII. Language and Unit of Measurement	25

十三、其他 XIII.Miscellaneous	26
十四、资料索取 XIV.Inquiry of Information	27
十五、联系方式 XV.Contact	27
第二部分 设计任务书 (另附) Part II Design Brief (Attached separately)	28
第三部分 附件资料 Part III Annexes	30
附件 1 报名表 Annex 1 Application Form	31
附件 2 法定代表人资格证明书、法定代表人授权书 Annex 2 Certificate of Qualifications of Legal Representative and Power of Attorney of the Legal Representative	32
附件 3 同类项目经验一览表 Annex 3 Lists of Experience in Similar Projects	37
附件 4 设计人员总表 Annex4 Summary List of Designers	39
附件 5 项目负责人及主创设计师简历及证明材料 Annex 5 Resumes and Certificates of Project manager and Chief Designers	40
附件 6 商务报价表 (资格预审阶段无须递交) Annex 6 Bid Quotation Form (Unnecessary to submit at the pre-qualification stage)	42
附件 7 设计补偿费支付协议 (样本) Annex 7 Design Compensation Payment Agreement (Template)	43
附件 8 建筑方案设计合同 (样本) Annex 8 Architectural Scheme Design Contract (Template)	50
附件 9 仿真文件格式要求 Annex 9 Requirements for Simulation Document Format	51

第一部分
Part I

投标须知
Instructions to Bidders



一、项目说明

1.1 项目名称:

中海深圳湾超级总部 T207-0060 (暂定名) 建筑方案设计
公开招标

1.2 招标人:

深圳市中海启宏房地产开发有限公司

1.3 项目概况

(最终以用地规划许可证相关要求为准)

1. Project Description

1.1 Project name:

Public Tender for Architectural Scheme Design of China
Overseas Shenzhen Bay Super Headquarters Base T207-
0060 (Tentative Name)

1.2 Tenderer:

Shenzhen China Overseas Qihong Real Estate
Development Co., Ltd.

1.3 Project overview

(subject to the final requirements of the site planning license)

工程名称 Project name	中海深圳湾超级总部 T207-0060 (暂定名) China Overseas Shenzhen Bay Super Headquarters Base T207-0060 (Tentative Name)
建设地点 Construction site	深圳市南山区沙河街道深圳湾超级总部基地 DU08--01、DU08--02 地块，白石二道与深湾二路交叉口、白石四道与深湾五路交叉口。 Plots DU08-01 and DU08-02 of Shenzhen Bay Super Headquarters Base in Shahe Street, Nanshan District, Shenzhen, the intersection of Baishi 2 nd Road and Shenwan 2 nd Road, and intersection of Baishi 4 th Road and Shenwan 5 th Road.
建设规模 Construction scale	总用地面积: 36293.5 m ² , 其中建设用地面积: 34608.81 m ² , 道路用地面积: 1684.69 m ² 。 The total land area is 36,293.5 square meters, including construction land area of 34,608.81 square meters and road land area of 1,684.69 square meters.
容积率 FAR	≤ 6.01 ≤ 6.01
建筑覆盖率 Building coverage ratio	建筑覆盖率一级 ≤ 40%; 二级 ≤ 25%。(最终以用地规划许可证相关要求为准) Level-I building coverage ratio ≤ 40%; level-II BCR ≤ 25%. (The final requirements of the site use planning license shall prevail)
绿化覆盖率 Green coverage rate	参照《深圳经济特区绿化条例》执行 Shall be implemented in accordance with the Greening Regulations of Shenzhen Special Economic Zone

建筑间距 Building spacing	满足《深圳市城市规划标准与准则》及相关规范要求。 Meet the provisions of the Shenzhen Urban Planning Standards and Guidelines and relevant regulations.
建筑高度或层数 Building height or number of floors	建筑高度限高 200.00 米，且西侧地块建筑高度 ≤ 150 米，东侧地块建筑高度 ≤ 200 米，同时须满足航空限高要求。 The building height limit is 200.00 meters, with the building height on the west side of the plot of ≤ 150 meters and that on the east side of the plot of ≤ 200 meters. At the same time, it must meet the aviation height limit requirements.
总规定建筑面积 Total stipulated floor area	新建规定计容建筑面积 207660 m ² The stipulated floor area included into FAR calculation for new construction is 207,660 square meters.
建设周期 Construction period	6 年 6 years

1.4 深圳湾超级总部区域介绍

(1) 总部规模

深圳湾超级总部基地片区为滨海大道、深湾一路、深湾五路、白石三道、白石路所围合的区域，总用地面积 117.40 公顷，建设规模总量约为 520 万平方米（不包括公共服务设施和交通市政设施）。

(2) 发展目标

深圳湾超级总部基地是深圳建设中国社会主义先行示范区的集中承载区，致力于构建全球总部聚集区、都会文化高地、国际交流中心、世界级滨海客厅为一体的未来城市典范，力争打造成为彰显中国气派的全球标杆城区。

1.4 Shenzhen Bay Super Headquarters Base Introduction

(1) Headquarter scale

The Shenzhen Bay Super Headquarters Base is enclosed by Binhai Avenue, Shenwan 1st Road, Shenwan 5th Road, Baishi 3rd Road and Baishi Road with a total land area of 117.40 hectares and a construction scale of about 5.2 million square meters (excluding public service facilities and traffic and municipal facilities).

(2) Development objective

The centralized carrier area for Shenzhen to build a socialist pioneering demonstration zone with Chinese characteristics, the Shenzhen Bay Super Headquarters Base is committed to building a future city model integrating global headquarters hub, metropolis cultural high ground, international exchange center and world-class coastal living room, and strives to become a global pacesetter urban area that embodies the Chinese style.



超级总部基地是城市在全球经济产业链条中最终级地位的典型代表，是未来深圳发展成为世界城市的一个功能中心。规划依托超级区位优势，吸引超级经济功能，打造超级城市形象，使之成为提供体验深圳滨海新生活方式的都市地区；展现城市社会面貌与建设标准的核心地区；同时也将成为应对深圳市文化创新和新经济需求的平台与深圳参与区域和城市间竞合的有效载体。

(3) 发展策略

秉持“深圳湾云城市”这一核心理念，按照“中国特色、世界一流”的标准与要求，将其打造为彰显中国气派的全球标杆城区，智慧城市、立体城市，虚拟空间与实体空间高度合一的城市典范。要求紧盯世界建筑规划与科技前沿，强化统筹协调，在片区规划、建筑单体、公共空间等方面突出中国元素和岭南特色，促进生产、生活、生态有机融合，构建世界级滨海城市天际线。

(4) 功能导向

以各行业门类的产业链最顶端的总部办公为主导功能，辅以服务于总部基地的国际会议、展览、文化传播、信息交互及商业、酒店等功能。产业业态按照“适度积聚、合理分布”原则，积极吸引新一代电子信息技术、超高清视频显示新材料与新能源等先进制造业以及网络电商、海洋经济等现代服务业。

The Super Headquarters Base represents the ultimate status of the city in the global economic industry chain and serves as a functional center for Shenzhen's future development into a global city. It plans to, based on the superior location advantages, attract super economic functions, create a megacity image, and make it an urban region that offers a new coastal lifestyle experience in Shenzhen; a core region that showcases the city's social landscape and construction standards; additionally, a platform for cultural innovation and needs of the new economy in Shenzhen, and an effective carrier for Shenzhen to participate in regional and urban competition.

(3) Development strategy

Adhering to the core concept of "Shenzhen Bay Cloud City" and following standards and requirements of "Chinese characteristics and world class", the area should be built into a global pacesetter urban area that embodies the Chinese style, a smart city, a three-dimensional city and a model city that seamlessly integrates virtual and physical spaces. Emphasis should be placed on the forefront of world architectural planning and technology, strengthening overall coordination. In terms of area planning, individual buildings and public spaces, Chinese elements and Lingnan features should be highlighted, with the organic integration of production, life and ecology, to create a world-class coastal city skyline.

(4) Program orientation

The primary function is to serve as the headquarters offices at the top of industry chains in various sectors, complemented by functions such as international conferences, exhibitions, cultural dissemination, information exchange, commerce, and hotels at the service of the Headquarters Base. The industrial business formats follow the principle of "moderate accumulation and reasonable layout" to actively attract advanced manufacturing industries such as next-generation electronic information technology, ultra-high-definition video display materials and new energy, as well as modern service industries such as e-commerce and marine economy.

1.5 招标范围：

本次招标将确定本项目的建筑方案，中标设计单位将负责红线范围内的建筑方案设计工作，深度达到方案设计深度，具体工作内容参照设计合同内容执行（详见招标文件五、设计费及附件 8 建筑方案设计合同（样本））。

二、 招标规则

本次招标工作分为三个阶段进行：第一阶段为报名及资格预审阶段；第二阶段为设计竞标阶段；第三阶段为定标阶段。

2.1 第一阶段 - 报名及资格预审阶段

本次招标将采用“邀请 + 公开”的方式。招标人确定 2 家受邀投标单位；另外 4 家入围投标单位将在公开报名的设计机构中择优选取。6 家入围投标单位将共同参与第二阶段的设计竞标阶段。

2.1.1 受邀投标单位

受邀投标单位由招标人根据受邀投标单位的行业声誉、业绩、获奖情况、拟投入的团队等进行综合考虑确定。2 家受邀投标单位如下（按单位名称拼音首写字母序）：

1.5 Scope of tender:

In this tender, the architectural scheme of the Project will be determined, and the winner will be responsible for the architectural scheme design work within the boundary line range, with its design depth achieving that of scheme design, and the specific work content shall be carried out in accordance with the design contract content (see details in the Tender Document V, design fees, and Annex 8 Architectural Scheme Design Contract (Template)).

II. Tender Rules

The tender will proceed at three stages: Stage I: Application and Pre-qualification Stage; Stage II: Design Bidding Stage; and Stage III: the Bid Selection Stage.

2.1 Stage I: Application and Pre-qualification Stage

Adopting the "Invitation + Public Application" method for the Tender, the Tenderer will determine two invited bidding units, and shortlist other four bidding units from the applying design agencies during the open application. The six shortlisted bidding units will participate in Stage II: Design Bidding Stage.

2.1.1 Invited bidding units

The Tenderer comprehensively considered and determined the invited bidding units based on their industry reputation, achievements, awards and proposed team members, etc. The two invited bidding units are as follows (in the pinyin alphabetical order of the unit's name):



1. 上海天华建筑设计有限公司

1. Shanghai TIANHUA Architecture Planning & Engineering Ltd.4.

2. 浙江绿城建筑设计有限公司

2. Zhejiang GAD Co., Ltd.

2.1.2 公开报名 - 报名要求

2.1.2 Open application-requirements

(1) 境内外具有相关设计经验的独立注册的设计机构均可报名参加，在报名阶段不设资质限制，不接受个人及个人组合的报名。

(1) Domestic and foreign design agencies independently registered and with relevant design experience can apply. No qualification restriction is imposed at the application stage. No individual or individual combination application is accepted;

(2) 本次招标不接受设计机构组成设计联合体投标；

(2) The Tender doesn't allow consortiums formed by design agencies;

(3) 投标单位在近 5 年（招标公告发布之日，以合同签订时间为准，建成或在建）至少具有 1 个以下项目设计经验：

(3) The bidding unit must have at least one of the following project design experiences in the past five years (as of the tender announcement date, subject to the time of contract signing, completed or under construction):

A. 具有国内外中心城区 150 米及以上超高层建筑方案设计经验；

A. Have scheme design experience in super-high-rise buildings with a height of 150 meters or above in central urban areas at home or abroad;

B. 具有国内外超高层及高端居住建筑方案设计经验。

B. Have scheme design experience in super-high-rise and high-end residential buildings at home or abroad.

(4) 参与本次投标的设计人员应为该设计机构的在册人员。主创设计师须由主持过多个同类型项目的人员担任，必须参与到投标及中标全过程设计工作的主持，且须按评审要求汇报投标方案。为了保证项目设计人员对中国地区背景和相关要求的准确理解，项目设计人员中应至少有一名通晓汉语的人士；

(4) The designers participating in the tender shall be registered personnel of the design agencies. Chief designers shall be persons who have led several projects of the same type and shall lead the design in the whole bidding and bid-winning process and make scheme presentation as per review requirements. In order to ensure that the project designers have an accurate understanding of the regional background of China and the related requirements, each design agency shall have at least one project designer fluent in Chinese;

(5) 报名的设计单位根据招标文件要求提供资格预审申请文件及概念提案（设计成果要求详见六、资格预审申请文件的要求）。

(5) Design agencies that apply shall submit the application documents and conceptual proposals as required in the Tender Document (see 6.1 Requirements for application documents for the details of requirements for deliverables).

2.1.3 资格预审

2.1.3 Pre-qualification

(1) 资格预审委员会成员由 7 人组成，其中 5 名专家及 2 名招标人代表组成；资格预审委员会由评审组长主持评审工作，评审组长通过推举产生，在评审中与其他成员有同等表决权；具体评审细则由资格预审委员会确定。

(1) The pre-qualification jury will be made up by 7 members, including 5 experts and 2 Tenderer's representatives; the elected leader of the pre-qualification jury will chair the review and share the same voting right as the other members. Detailed review rules will be decided by the pre-qualification committee.

(2) 资格预审委员会对公开报名单位的公司与主创业绩、拟投入项目的团队、概念提案等资料进行评审（资料要求详见六、资格预审申请文件的要求），采用记名投票、逐轮淘汰的方法评选出前 4 名投标单位进入第二阶段 - 设计竞标阶段，同时，需评选出 2 家备选单位（须排序）。如入围的 6 家投标单位有退出第二阶段的情况，则备选单位依序替补。

(2) The pre-qualification jury will review the company and chief designer achievements, proposed design team and conceptual proposal, etc. of open applying agencies. (See V Requirements for Application Documents for details.) And it will select the top 4 bidding units to enter the Stage II: Design Bidding Stage through the open ballot and elimination and also select 2 alternative agencies (with ranking) that will replace in order any of the 6 shortlisted agencies that quits at the second stage.

(3) 资格预审原则（仅供评委会参考，评委会可根据预审实际情况做适当调整）：

(3) Pre-qualification principles (for the reference of the jury only, which can make appropriate adjustments according to the pre-qualification realities):

评审内容 Review Content	评审原则 Review Principles	评分标准 Grading criteria
投标单位业绩 (近 5 年) Achievements of the bidding unit in past 5 years	1、具有国内外中心城区 150 米及以上超高层建筑方案设计经验。 1. Have scheme design experience in super-high-rise buildings with a height of 150 meters or above in central urban areas at home and abroad.	30%
	2、具有国内外超高层及高端居住建筑方案设计经验。 2. Have scheme design experience in super-high-rise and high-end residential buildings at home or abroad.	



评审内容 Review Content	评审原则 Review Principles
项目负责人、主创设计师业绩、设计团队构成及业绩（近5年） Achievements of project leader and chief designer, composition and achievements of design team (in the past 5 years)	1、主创设计团队构成，需注明主创设计团队的分工。 1. Indicate the division of work of the design team in the design team composition description.
	2、具有国内外中心城区150米及以上超高层建筑方案设计经验。 2. Have scheme design experience in super-high-rise buildings with a height of 150 meters or above in central urban areas at home and abroad.
	3、具有国内外超高层及高端居住建筑方案设计经验。 3. Have scheme design experience in super-high-rise and high-end residential buildings at home or abroad.
概念提案 Conceptual proposal	1、本项目设计要点的解读和响应。 2、本项目核心设计理念或愿景。 3、本项目设计构思、规划空间形态、建筑核心功能空间及公共空间概念草图。 4、本项目与城市空间、城市生活相结合的创新和建议。 5、本项目的产品打造策略。 1. Interpretation and response of the key design points of the Project. 2. The preliminary core design concept or vision of the Project. 3. The design idea, planning spatial form, core functional space of the building, public space concept sketch of the Project. 4. Innovations and recommendations for combining the construction of the Project with urban space and urban life. 5. The product development strategy of the Project.

(4) 本阶段入围的2家受邀投标单位和4家公开报名入围的投标单位应按时提交《投标确认函》，进入第二阶段 - 设计竞标阶段。

(5) 若递交《投标确认函》的投标单位因不可抗力因素中途退出或最终放弃投标，招标人有权在今后拒绝该设计单位参加招标人的其他任何工程的竞赛或投标。

(4) The two invited bidding units and four applying bidding units shortlisted at this stage should submit the Participation Confirmation Letter on time to enter Stage II: Design Bidding Stage.

(5) If a bidding unit that has submitted the Participation Confirmation Letter quits or eventually gives up bidding due to non-force majeure, the Tenderer reserves the right to reject this unit to participate in any of the competition or bidding for the Tenderer's other projects in the future.

2.2 第二阶段 设计竞标阶段

2.2.1 投标单位需提交符合招标任务书要求的成果文件，每家投标单位仅允许提交一份设计成果（详见任务书要求）。

2.2.2 方案评审委员会由5名专家和2名招标人代表组成，评审主席通过推举产生，在评审中与其他成员有同等表决权；具体评审细则由方案评审委员会确定。

2.2.3 本次评审采用明标的方式进行评审，即投标单位进行现场汇报（须由投标单位的项目负责人或主创设计师汇报方案并回答评委的疑问）。方案评审委员对提交的成果文件进行评审，采用记名投票法进行评审，推荐有排序的前三名中标候选人报深圳湾超级总部基地开发建设指挥部办公室会议审定后，进入定标程序。方案评审委员会须对前三名中标候选方案提出方案意见。

2.2.4 方案评审原则：

(1) 符合本项目规划要点、深圳湾超级总部片区城市设计等片区上位规划，以及国家及深圳市有关法律、法规和规范；

(2) 符合招标文件和设计任务书中的设计要求；

(3) 方案注重地块资源挖掘，各业态与资源的匹配度合理且价值最大化；

2.2 Stage II: Design Bidding Stage

2.2.1 The bidders shall submit the deliverables meeting the requirements of the Design Brief. Each bidder is allowed to submit one scheme only (See Design Brief requirements for details).

2.2.2 The scheme review jury consists of five experts and two Tenderers' representatives, and the elected chairman of the scheme review committee will have the same voting right as other members. Detailed review rules will be decided by the scheme review committee.

2.2.3 The review adopts open bid method, namely, the bidding unit conducts in-person reporting (the project leader or chief designer of the bidding unit must report the scheme and answer the questions of the jurors). The scheme review jury reviews the submitted deliverables in an open ballot and recommends and reports top three bid-winning candidates (ranked) to the Shenzhen Bay Super Headquarters Base Development and Construction Command Office for deliberation and approval before entering the bid selection process. The scheme review jury must provide opinions on the top three bid-winning candidate schemes.

2.2.4 Scheme review principles

(1) Comply with the superior planning of the area, such as key planning points of the Project and the urban design of the Shenzhen Bay Super Headquarters area, as well as relevant national and Shenzhen city laws, regulations, and norms;

(2) Comply with the design requirements in the Tender Documents and Design Brief;

(3) The scheme should emphasize the exploration of land resources, so as to reasonably match various business formats and resources and maximize the value;

- | | |
|-------------------------------|---|
| (4) 各业态功能分区布置，交通组织高效合理； | (4) Effective and reasonable functional zoning of various business formats, and traffic organization; |
| (5) 方案注重项目的落地实施，有较强的可行性； | (5) The scheme emphasizes the implementation of the Project and its strong feasibility; |
| (6) 方案的创新性、原创性； | (6) The innovation and originality of the scheme; |
| (7) 方案具有前瞻性和市场竞争力； | (7) The scheme has futuristic outlook and market competitiveness; |
| (8) 本项目与城市空间、城市文化生活相结合的创新； | (8) Innovation in the combination of the Project with urban space and urban culture life; |
| (9) 设计单位的组织实施能力(通过方案本身判断)； | (9) The organizational and implementation capabilities of the design unit (judged by the scheme itself); |
| (10) 结合项目特点，评标委员会认为重要的其他评审原则。 | (10) Other review principles deemed important by the bid review jury based on the characteristics of the Project. |

2.2.5 如方案评审委员会一致认为投标单位提交的成果文件未达到深圳市对超级总部区域招标设计方案品质的要求，方案评审委员会有权决定该投标单位是否继续投标工作或其他要求，招标人将依据方案评审委员会的决定执行后续工作。

2.2.5 If the scheme review jury unanimously considers that the deliverables submitted by the bidding unit does not meet the requirements of Shenzhen City for the design scheme quality in the Super Headquarters Base area, it reserves the right to decide whether the bidding unit could continue the bidding work or other requirements, and the bidder will execute the subsequent work based on the decision of the scheme review jury.

2.2.6 招标人有权要求前三名中标候选单位依据优化意见对设计成果进一步修改。

2.2.6 The Tenderer has the right to request the top three winning candidates to further modify their design based on the optimization comments.

2.3 第三阶段 - 定标阶段

2.3 Stage III: Bid Selection Stage

2.3.1 三家中标候选单位需准备定标会议汇报资料，包括但不限于城市 CIM 模型，动画及相关展示文件，具体以招标人最终通知为准。

2.3.1 Three winning candidates need to prepare reporting materials for bid selection meeting, including but not limited to city information modeling (CIM), animation and relevant presentation files, subject to the final notice by the Tenderer.

2.3.2 中标候选方案经规划复核后，招标人最终确定一名中标人，该中标人将获得本项目的《建筑方案设计合同》，另外两名中标候选人将获得相应的设计补偿费。

2.3.2 After the planning review of winning candidates' schemes, the bidder will finally determine the winner, which will be awarded the Architectural Scheme Design Contract of the Project, and the other two shortlisted candidates will be awarded corresponding design compensation.

2.3.2 如因中标候选人的原因(如中标候选人放弃中标资格、因不可抗力不能履行合同、或被查实存在影响中标结果的违法行为等情形)，不符合中标条件的，招标人可以依次与其他两名中标候选人进行合同谈判，以确定中标单位。

2.3.2 If the winning bidder is not qualified for winning the bid due to its reasons (for example, it gives up the bid-winning qualification, cannot perform the contract due to force majeure or is found to have illegal acts that have affected the bid-winning results), the Tenderer may negotiate the contract with the other two winning candidates in order to determine the winning bidder.



三、 招标日程安排

III.Tender Schedule

阶段 Phase	时间 Time	事项 Item
第一阶段 报名及 资格预审阶段 Stage I: Application and Pre-qualification Stage	2023.07.28	发布正式公告及接受报名 Issuance of official announcement and reception of application
	2023.08.06 15:00 前 / Before 15:00	资格预审资料提交截止 Deadline of pre-qualification material submission
	2023.08.08 (暂定 / tentative)	资格预审会 Pre-qualification meeting
	2023.08.08 (暂定 / tentative)	公布资格预审结果 Announcement of pre-qualification results
第二阶段 设计竞标阶段 Stage II: Design Bidding Stage	2023.08.09 (暂定 / tentative)	踏勘答疑会 入围投标单位递交《投标确认函》 Site visit Q&A meeting Submission of the Participation Confirmation Letter by shortlisted bidding units
	2023.08.09 - 09.01 (暂定 / tentative)	书面答疑 (通过邮件或传真的形式) Written Q&A (via email or fax)
	2023.09.08 15:00 前 / Before 15:00 (暂定 / tentative)	投标单位递交设计成果文件 (提交地址届时通知) Submission of design deliverables by bidding units (the address will be notified at the scheduled time)
	2023.09.12 (暂定 / tentative)	方案评审会 Scheme review meeting
	2023.09.12 (暂定 / tentative)	方案评审会结果公示 Announcement of scheme review meeting results
第三阶段 定标阶段 Stage III: Bid Selection Stage	2023.09.25 (暂定 / tentative)	定标会 Bid selection meeting
	2023.09.28 (暂定 / tentative)	公布中标单位 Announcement of the winner

☆ 所有时间均以北京时间为准，招标人保留调整日程安排的权力。如有变动，将提前 3 天通知。

All the time mentioned is Beijing time. The Tenderer reserves the right to adjust the schedule. Any change will be notified 3 days in advance.

四、 设计补偿费

IV.Compensation

4.1 本次招标评选出前三名中标候选方案，除中标人外，另外两名中标候选人分别获得设计补偿费 50 万元，其余三家投标单位递交的成果符合招标文件要求将分别获得相应设计补偿费 15 万元。设计补偿费将在方案定标结果公布后开始办理支付手续。

4.2 招标人在收到投标单位的请款函及等额的正式增值税专用发票，核查无误后 60 个工作日内，一次性付清上述费用。投标单位确保向招标人提供的收款账户资料详细、准确，因投标单位原因造成招标人不能及时付款或不能付款的，一切责任由投标单位承担。

4.3 设计补偿费是以人民币为支付币种的税前费用，投标单位应提供符合招标人当地税务主管机关要求的相应金额合法有效的发票。若境外设计机构无法使用本机构帐户收取人民币的，可授权国内合法独立法人代收款项及开具发票。

4.4 投标单位投标产生的所有费用均自行承担。

4.1 The tender will select top three winning candidate schemes. In addition to the winner, the other two winning candidates will receive a design compensation of 500,000 yuan respectively and the other three bidding units will receive corresponding design compensation of 150,000 yuan if their deliverables submitted meet requirements of the Tender Document. The payment procedure of design compensation will start after the announcement of scheme bid selection results.

4.2 When receiving the payment request letter and the equivalent and official special VAT invoice provided from bidder, Tenderer shall pay the above fees after the verification without errors within 60 working days. The bidder shall ensure detailed and accurate payment collection account information provided for the Tenderer. The bidder will undertake all responsibilities if the Tenderer can't timely pay or is unable to make payment due to bidder's fault.

4.3 The design compensation fee shall be a pre-tax fee in RMB as the payment currency. Bidding units should provide the legal valid invoices of the corresponding amount meeting the requirement of their local tax authorities. If a foreign design agency cannot collect RMB via its account, it can authorize a legitimate and independent legal entity in China to collect payments and issue invoices on behalf.

4.4 All expenses incurred by bidders for the bidding shall be borne by themselves.

五、设计费

投标单位依据建筑方案进行报价，总价不超过 950 万元人民币。具体内容为：

(1) 本工程项目用地红线内的建筑及构筑物平面方案设计、立面扩初设计及立面施工指引图设计。

(2) 本工程项目的报建配合，直至方案设计核查报建通过。

(3) 本工程项目用地红线内的建筑及构筑物外饰面材料样板提供及设计定样服务。

(4) 本工程项目用地红线内的建筑及构筑物的立面品控手册及 SketchUp 精细模型。

(5) 本工程项目的施工配合及竣工验收配合等工作。

(6) 在合同履行期间内，中标人除完成本合同约定的设计内容外，负有包括但不限于协助景观设计、室内装修设计、扩初设计、施工图设计、绿色建筑设计、消防设计及其它专项（包括但不限于幕墙、泛光、标识等）工程设计深化的责任及义务。

(7) 概念设计及方案设计服务内容除方案报建文本（满足深圳市当地规划方案报建需求）之外，还需提供扩初设计提资图、签约文件附图以及《建设工程规划许可证（建 / 构筑物）》变更材料、公示材料、签约文件附图制作包括销售户型图（一户一图）、各类风险提示图示等的准备工作。

V.Design Fee

The bidding unit should provide a quotation based on the architectural scheme, with a total price no more than 9.5 million yuan. The specific content is:

(1) The plane scheme design, facade preliminary design expansion and facade construction guide diagram design of the buildings and structures within the boundary line of the Project site.

(2) Cooperation for the design construction application of the Project until the approval of the scheme.

(3) Sample provision and design sample services for exterior finishes of buildings and structures within the boundary line of the Project site.

(4) The facade quality control manual and SketchUp refined model of the buildings and structures within the boundary line of the Project site.

(5) The cooperation for construction and completion acceptance of the Project.

(6) During the contract performance period, in addition to completion of the design content stipulated in this contract, the winner should have the responsibilities and obligations to assist in landscape design, interior decoration design, preliminary design, construction drawing design, green building design, fire protection design and other specialized engineering design development (including but not limited to curtain walls, floodlights, signage, etc.).

(7) In addition to the scheme construction application text (meeting local planning scheme construction application requirements in Shenzhen), the conceptual design and scheme design services need to provide the preparation work such as preliminary design expansion drawings, signed document drawings, changes to the License for Construction Project Planning (Building/

Structure), publicity materials, and signed document drawings including sales floor plans (one diagram for one household) and various risk warning diagrams.

(8) The winner should actively apply for all kinds of real estate and design awards (such as Survey and Design Awards, Kinpan Awards), promote and publicize the design deliverables through multiple channels, and post no less than two WeChat official account articles or those in other medias on publishing platforms related to the real estate or design (excluding the winner's associated platforms).

(9) The core members of the Project design team should provide on-site design services during the scheme design stage. The members should conduct the site inspection at least once every one month and be responsible for the implementation effectiveness of the Project during the construction stage. The expenses related to accommodation, transportation, catering and other expenses incurred by site inspection or stay are included in the design contract.

Other unspecified matters are subject to Final Architectural Scheme Design Contract terms.

The business quotation document shall be in duplicate (see Annex 7 Business Quotation Form for format), affixed with official stamp, and shall be separately sealed and submitted together with the design deliverables. This quotation document is not used as a basis for scheme review. The Tenderer will conduct business negotiations with the winner in accordance with the relevant national charging standards, and sign the design contract at the final actual negotiated price. All fees paid by the Tenderer include taxes and shall be paid in RMB currency.

(8) 中标人应积极将本项目申报各类地产、设计奖项（如勘察设计奖、金盘奖等），应就设计成果进行多渠道的推广及宣传，并形成不少于 2 篇的微信公众号或其他媒介的推文，且发布平台应属于地产或设计类微信公众号（不包括中标人的关联平台）。

(9) 中标人项目设计团队核心成员在方案设计阶段需提供驻场设计服务。在项目施工阶段，需至少每月项目巡场一次，对项目落地效果负责。因巡场或驻场产生的住宿、交通、餐饮等相关费用均包含在设计合同中。

其他未明确事项以最终的建筑方案设计合同为准。

商务报价文件一式二份（格式见附件 7 商务报价表），加盖公章，需单独密封，随设计成果文件一并提交。此报价文件不作为方案评审的依据。招标人将根据国家有关收费标准与中标人进行商务谈判，并以最终实际谈判价格签订设计合同。招标人支付的费用均含税，以人民币币种支付。

六、资格预审申请文件的要求

资格预审申请文件由报名文件及概念提案两部分组成，报名文件及概念提案需分别独立成册，投标单位必须按以下顺序和要求编制资格预审申请文件，同时在编制目录时编制对应的页码。所提供的各类证明材料如为复印件，应在复印件上加盖公章确认其真实性（境外单位接受电子章）。任何提供虚假证明资料的投标单位，均将被取消参与招标活动的资格。

6.1 报名文件的组成（格式详见第三部分附件资料）

报名文件须按以下顺序编制目录：

(1) 报名表（须加盖公章或签字）；

其中，其他证明文件应包括有效的营业执照（或商业登记证明）（提供复印件，加盖公章）、企业资质证明文件（复印件，加盖公章，如有）、项目获奖证明文件（复印件，加盖公章，如有）以及其他认为有必要的证明材料。

(2) 法定代表人资格证明书、法定代表人授权书（加盖单位公章或签字，可委托同一人）

VI. Requirements for application documents

The application documents consist of two parts: the application documents (including preliminary quotation table of scheme design fee) and the concept proposal should be bound separately into a volume. The application unit must prepare the application documents in the following order and according to the requirements, and prepare the corresponding page number when compiling the catalogue. If various proof materials provided are photocopies, the application unit should affix the official seal to the photocopies to confirm their authenticity (electronic seal of the overseas agency is acceptable). Any selection application unit who provides false proof materials will be disqualified from participating in the bidding event.

6.1 Composition of application documents

The application documents shall be created a table of contents in the following order:

(1) **Application Form** (The application unit must affix its official seal; for consortium, all consortium member units must affix their official seals or signature);

Among them, other proof documents should include valid business license (or business registration certificate) (photocopy affixed with official seal), enterprise qualification certificate (photocopy affixed with official seal, if any), project award-winning documents (photocopies affixed with official seal, if any) and other proof documents deemed necessary.)

(2) **Certificate of qualification of legal representative and Letter of Authorization of legal representative** (For consortium, each unit of the consortium must provide and affix its official seal or signature, and may entrust the same person)

(3) 投标单位同类项目经验一览表

业绩时间为近 5 年（2018 年 1 月 1 日以来），同类项目业绩总数不超过 3 项，超过 3 项的，只取前 3 项。同类项目需提供以下证明材料：

A. 中标（选）通知书或设计合同关键页面（含项目名称、项目概况等内容页及签字盖章页），如获得优秀奖等可附相关证书，只需提供所获最高级别奖项，总数不超过 2 项，超过 2 项的，只取前 2 项；

B. 提供投标单位承接过的同类项目的简介，提供的资料应包括：项目名称、地点、规模、高度、所承担的主要设计内容、项目完成情况、项目创意及亮点、主要设计人员的姓名、职务、作用及责任分工；设计作品的委托方的联系人及有效办公电话；设计作品的相关照片（完工项目）或效果图（在建项目）。

(4) 设计人员总表

提供设计团队成员职务、拟承担的设计工作。

(5) 项目负责人及主创设计师简历及证明材料

A. 需提供项目负责人（仅 1 人）及主创设计师（不超过 2 人）的基本情况，包括但不限于，姓名；学历、学位及专业特长；职业资格及证明；任职历史；个人获得国内或国际行业奖项（如有，只需提供所获最高级别奖项，项目数量不超过 2 个，超过 2 项的，只取前 2 项）。

(3) List of bidding unit's experience in similar projects

The 5-year achievements are required (since January 1, 2018). The total number of achievements of similar projects should not exceed 3. If over 3 achievements are provided, only the first 3 will be selected. The following supporting materials shall be provided for similar projects:

A. The key page of the bid winning (selection) notice or design contract (including the project name, project overview, and other content pages, as well as the signature and seal pages). If it wins the award, relevant certificates could be attached. Only highest-level awards need to be provided, with the total number no more than two. If over two awards are provided, only the top two awards will be selected;

B. Provide a brief introduction to the similar projects that the bidding unit has undertaken, with the following materials: project name, location, scale, building height, main design contents that it undertook, project completion status, project creativity and highlights, names, positions, roles, and responsibilities of chief design personnel; the contact person and valid office phone number of the client of the design work; relevant pictures (completed projects) or renderings (ongoing projects) of the design work.

(4) A summary list of designers

Providing the title of the design team members and the design work to be undertaken.

(5) Resumes and proof materials of Project manager and chief designer

A. The basic profile of the Project leader (only one person) and the chief designer (no more than two persons) should be provided, including but not limited to their names; educational background, academic degree, and professional expertise; professional qualifications and certificates; employment history; individual winning of domestic or international industry awards (if any, only the highest-level awards need to be provided, with the total number no more than two. If over two awards are provided, only the top two awards will be selected).



B. 需提供项目负责人（仅 1 人）及主创设计师（不超过 2 人）参与过的同类项目（每人业绩不超过 3 个，超过 3 项的，只取前 3 项），证明材料包括但不限于，中标（选）通知书或设计合同关键页面（含项目名称、项目概况等内容页及签字盖章页），同类项目的简介（包括项目名称、类型、地点、规模；在该项目承担的工作；项目完成情况；获奖情况；设计作品的委托方的联系人及有效办公电话；设计作品的相关照片（完工项目）或效果图（在建项目）；其他证明资料。）

注：项目负责人及主创设计师均为拟参与本项目最终人员，且应为该设计机构的在册人员。项目负责人与主创设计师可为同一人。项目负责人与主创设计师须直接参与设计全过程，且须作为直接汇报人进行答疑和评审汇报。为了保证项目设计人员对中国地区背景和相关要求的准确理解，项目设计人员中应至少有一名通晓汉语的人士。

(6) 其他投标单位认为有必要提供的材料。

以上所有资料均需按要求加盖单位公章或签字。

6.2 概念提案的组成

概念提案文本可采用多种形式表达设计构思与想法，独立成章节，图文混排，详细描述对本项目设计任务书的解读、对项目周边环境的理解，以及设计核心意图和想法，深度不限，主要内容包括但不限于：

B. The Project manager's (only one person) and the chief designer's (no more than two persons) participation in similar projects should be provided. (The total number of each person's achievements should not exceed three, and if over three achievements are provided, only the first three will be selected.) The proof documents include but are not limited to the key page of the bid winning (selection) notice or design contract (including the project name, project overview, and other content pages, as well as the signature and seal pages), an introduction to similar projects (including project name, type, location, and scale; work undertaken in the project; project completion status; awards; contact person and effective office phone number of the client of the design work; relevant photos (completed projects) or renderings (ongoing projects) of the design work; other proof documents.)

Note: The Project manager and chief designer are final personnel to participate in this Project and should be on the payroll of this design institution. The Project manager may be the same person as the chief designer. The Project manager and chief designer must directly participate in the whole design process, and participate in Q&A meeting and review report as the direct reporter. To ensure an accurate understanding of the background and relevant requirements of Chinese region, the Project design personnel should include at least one member with Chinese language proficiency.

(6) Other materials deemed necessary by bidders.

All the above materials must be affixed with the official seal or signature of the unit as required.

6.2 Composition of conceptual proposal

The conceptual proposal text may express the design concepts and ideas in multiple forms, forming separate chapters by blending pictures and texts. It provides a detailed description of the interpretation of the Project Design Brief, understanding of the surrounding environment, and the core design intent and ideas. The depth is not limited, and the main content includes but is not limited to:

- (1) 根据设计任务书及附件中的项目介绍、项目定位、建设内容等信息，阐述对本项目核心要点和问题的理解；
- (2) 阐述初步设计构思、核心设计理念或愿景；
- (3) 方案设计构思、规划空间形态、建筑核心功能空间、公共空间概念草图；
- (4) 本项目与城市空间、城市生活相结合的创新和建议。
- (5) 本项目的产品打造策略。

6.3 资格预审申请文件的编制

(1) 报名文件要求：报名文件要求的所有内容装订成一册，提供 1 份正本 7 份副本，A4 规格（210mm×297mm），双面打印，页数控制在 50 张纸内（不含封面封底，正反面页码总数不超过 100 个页码），简装，软皮封面，装订成册（不推荐复杂装订，内页不推荐厚纸张）。

(2) 概念提案要求：概念提案文本所有内容装订成一册，提供 1 份正本 7 份副本，A3 规格（297mm×420mm），内容不超过 5 张纸（不含封面封底，正反面页码总数不超过 10 个页码）。

(3) 打印要求：封面采用软皮材质，纸质文件均须附目录和对应页码，打印须遵循环保原则，采用环保纸张、墨水及装订材质，避免过度包装及毒性气味残留。

- (1) Based on the information such as project introduction, project positioning, construction content in the Design Brief and annexes, explain understanding of the core points and issues of this Project;
- (2) Elaborate on the preliminary design concept, core design concepts or vision;
- (3) Conceptual sketches of schematic design ideas, planning spatial form, core functional spaces of buildings, public spaces and urban design concepts;
- (4) Innovations and recommendations for combining the construction of the Project with urban space and urban life.
- (5) The product development strategy of this Project.

6.3 Preparation of application documents

(1) Requirements for application documents: All required content in the application documents should be bound into one volume, with 1 original and 7 copies, in A4 size (210mm × 297mm), double-sided printing, with no more than 50 pieces of paper (excluding the cover and back cover, with a total of no more than 100 pages on both sides), and be simply bound with soft leather cover into a volume. (complex binding is not recommended, and thick paper is not recommended for inner pages).

(2) Requirements of conceptual proposal: The conceptual proposal should be bound into one volume in A3 size (297mm×420mm), with one original and seven copies, and no more than 5 pieces of paper (excluding the cover and the back cover, with no more than 10 pages on both sides).

(3) Printing requirements: The cover adopts soft leather, and the hardcopy documents must be attached with table of contents and corresponding page numbers. The printing must adhere to the principle of environmental protection, thus environment-friendly paper, ink and

binding materials are adopted to avoid excessive packaging and toxic odor residues.

(4) 正副本要求: 正本 1 份, 正本封面右上角须标注“正本”、注明项目名称和单位名称、加盖公章或签字(境外单位接受电子章); 副本 7 份, 可使用正本彩色复印件, 并在封面右上角标注“副本”。

(4) Requirements of originals and copies: One original, with its cover marked "Original", the Project name and the unit's name, and the official seal or signature of the leading unit (accepting electronic seals of overseas units); five copies, a color photocopy of the original, with its cover marked "Copy".

(5) 电子文件: 须提交 U 盘 2 个, 电子文件须包含报名文件正本扫描件(PDF 盖章扫描件)、报名文件可编辑 WORD/PDF 文件、概念提案 PDF 文件及报名情况一览表可编辑 Excel 文件。

(5) Electronic files: Two USB flash disks must be submitted. The electronic files must include a scanned copy of the original application documents (stamped and scanned copy in PDF format), the application documents in editable WORD/PDF format, the conceptual proposal in PDF format and the application summary list in editable EXCEL format.

(6) 密封要求: 资格预审申请文件的纸质文件及电子文件统一密封包装在 1 个包装袋内, 并在密封袋上注明“项目名称”、“投标单位名称”。密封袋的封口处须保持密封, 无密封盖章要求。

(6) Sealing requirements: Hardcopy documents and electronic files of selection application should be sealed in one sealed bag, which should be marked "Project Name" and the "name of the application unit". The seal part of the sealed bag must be kept sealed, without sealing and stamping requirements.

6.4 报名文件的递交

6.4 Submission of application documents

(1) 投标单位须将上述要求的资料于 2023 年 8 月 6 日 15:00 前送往广东省深圳市福田区福华路 339 号中海大厦, 收件人: 王工, 联系电话: 86-13537841024 (快递单上须注明“资格预审申请文件”, 联系电话仅用于快递接收, 不接受项目咨询)。招标人在截止时间以后收到的报名文件, 将拒绝并退回给申请人。

(1) The bidding unit must send the documents required above to China Overseas Building, 339, Fuhua Road, Futian District, Shenzhen, Guangdong Province before 15:00 on August 6, 2023. Attention: Mr.Wang, Tel: 86-13537841024 (The courier document should be marked "Application documents." Contact number is only used for courier reception rather than consulting for the Project.). The application documents received by the Tenderer after the deadline will be rejected and returned to the applicant.

(2) 投标单位需于 2023 年 8 月 6 日 15:00 前登录网址 <http://hi07552w.mikecrm.com/bWg87NJ> 或扫描下方二维码: , 登录并登记报名信息, 请准确填写报名信息(内容须与提交的资格预审申请文件一致)。

(2) The bidding unit needs to log in to the website [QRhttp://hi07552w.mikecrm.com/bWg87NJ](http://hi07552w.mikecrm.com/bWg87NJ) or scan the code before 15:00 on August 6, 2023, log in and register the application information. Please accurately fill in the application information (the content must be consistent with pre-qualification application document submitted).



☆递交截止时间如有调整以最新公告通知的为准。应征申请文件以最终收到的纸质资料为准, 在截止时间以后收到的报名资料将不予受理。

☆ The submission deadline, if adjusted, is subject to the latest announcement. The application documents are subject to the hardcopy documents eventually received. Application documents received after the deadline will not be accepted.

七、成果文件有效性

VII. Validity of Deliverables

7.1 投标单位提交的成果文件应符合中华人民共和国以及深圳市的有关城市规划与设计规范标准的规定, 满足设计任务书各阶段成果要求。

7.1 The deliverables submitted by the bidders shall conform to the provisions of the relevant codes and standards for urban planning and design of the People's Republic of China and Shenzhen and meet the requirements of the Design Brief for deliverables at each stage.

7.2 投标单位提交的成果文件若被评审委员会一致认定为设计水平低下, 内容粗制滥造, 或严重不符合设计单位正常水平, 其相关设计成果将被视为无效。无效文件由招标人作废处理, 招标人将不予支付设计补偿费。相关投标单位将被记入招标行政主管部门的非诚信名单, 招标行政主管部门保留今后拒绝该投标单位参加片区内其他项目的竞赛或招标的权利。

7.2 If the deliverables submitted by a design agency are unanimously considered by the review committee as low in the design level, shoddy in content, or seriously falling short of the design agency's normal level, the deliverables will be deemed as invalid. Invalid documents will be nullified by the Tenderer and the design agency will not receive any design compensation. Besides, the design agency will be recorded to the dishonesty list of the administrative department in charge of the tender, and the department reserves the right to refuse the participation of the design agency in the competition or bidding for any other projects in the area in the future.



7.3 所有成果文件如若被 2/3 以上的评审委员会成员认为有下列情况之一的，将被视为无效。无效文件由招标人作报废处理，招标人将不予支付设计补偿费。

7.3 Any deliverables will be deemed invalid if they are considered by more than 2/3 of the review committee members to have one of the following circumstances. Invalid documents will be discarded by the Tenderer, and the Tenderer will not pay the design compensation.

(1) 提交成果文件截止日后，擅自更改设计内容的；

(1) The design content is changed without authorization after the deadline for the submission of deliverables;

(2) 未按要求签署和递交《投标确认函》的；

(2) The Participation Confirmation Letter is not signed and submitted as required;

(3) 成果文件逾期送达的；

(3) Deliverables are received after the deadline;

(4) 未按《招标文件》要求填写，内容不全，未响应招标任务书实质性要求和条件，经方案评审委员会评审未通过的；

(4) The content is not completed in accordance with the Tender Document, is incomplete, does not respond to the substantive requirements and conditions of the Design Brief, or fails the review of the scheme review committee;

(5) 成果文件非原创、已经发表或经 2/3 以上评委认为与其他同类作品雷同的。

(5) The deliverables are not original, have been published, or are deemed by more than 2/3 of the committee members as similar to other works of the same kind.

7.4 出现以下情形之一的，招标人有权否决全部招标，终止本项目招标活动：

7.4 In any of the following circumstances, the Tenderer has the right to reject all bids and terminate the tender activity of this project:

(1) 符合条件的投标单位或作出实质响应的投标单位不足三家的；

(1) The number of qualified bidders or bidders that respond substantially is less than three;

(2) 招标任务因故取消的；

(2) The tender task is canceled for some reason;

(3) 出现影响招标公平、公正的违法、违规行为的。

(3) There is any illegal or violating act that affects the fairness and impartiality of the tender.

八、知识产权及相关法律

VIII. Intellectual Property and Relevant Laws

8.1 未经招标人书面同意，投标单位不得将本次招标活动中获取的招标人任何资料、信息、数据、图纸等用于本招标项目外其他任何项目或向任何第三方泄漏、转让。

8.1 Without the written consent of the Tenderer, the bidder shall not use any materials, information, data, drawings, etc. of the Tenderer obtained in this bidding activity for any project other than this bidding project or disclose or transfer to any third party.

8.2 投标单位提交的设计成果不得侵犯任何第三方知识产权或其他合法权益，并对此承担全部法律责任；投标单位对设计成果中的任何知识产权或其他合法权益均需得到合法有效授权，所涉授权费用（如有）由投标单位承担且已包含在合同（或招标文件）规定的设计费用或补偿费用中。投标单位须保证招标人有权合法免责使用设计成果，该设计成果不得存在任何权利缺陷或权利行使障碍，如因此给招标人造成任何责任或损失（包括但不限于被追索连带责任、侵权赔偿或支付许可费等），均需由投标单位承担或赔偿。所有成果文件在评审后不退还投标单位。

8.2 The deliverables submitted by the bidder shall not infringe any third party's intellectual property or other legal rights and interests, and the bidder shall bear full legal responsibility for this; the bidder shall obtain legal and effective authorization for any intellectual property or other legal rights in the design deliverables, and the authorization fee involved (if any) shall be borne by the bidder and has been included in the design fee or compensation fee specified in the contract (or Tender Document). The bidder must ensure that the Tenderer has the right to use the design results legally and without liability. The design results must not have any right defects or obstacles to the exercise of rights. If they cause any liability or loss to the Tenderer (including but not limited to recourse for joint and several liability, infringement compensation or payment of license fees, etc.), all shall be borne or compensated by the bidder. No deliverables will be returned to the bidder after review.

8.3 任何第三方涉嫌侵犯设计方案的知识产权或其他权利，投标单位应在发现之日起十五个工作日内书面通知招标人，同时采取包括但不限于发送警告函、启动行政或司法保护程序等措施，以有效地阻止侵权行为的继续发生。

8.3 If any third party is suspected of infringing on the intellectual property or other rights of the design scheme, the bidder shall notify the Tenderer in writing within 15 working days from the date of discovery, and take measures including but not limited to sending a warning letter, initiating administrative or judicial protection procedures, etc. so as to effectively prevent the continued occurrence of infringements.

8.4 中标单位的知识产权将在设计合同中约定。

8.4 The intellectual property of the winning bidder will be agreed in the design contract.

8.5 未中标的投标单位的设计成果知识产权属于投标单位所有。

8.5 The intellectual property of the deliverables of the unsuccessful bidder will belong to the bidder.

8.6 本次招标活动受中华人民共和国法律管辖，投标工作和所有投标成果文件适用中国法律。若投标单位对招标程序或结果有异议，可向招标人提出质询，或向招标行政主管部门投诉。

8.6 The tender activity, bidding, and all deliverables are governed by the laws of the People's Republic of China. A bidder that has an objection to the tender procedure or results may raise an inquiry to the Tenderer or complain to the administrative department in charge of the tender.

九、保密原则

IX. Confidentiality

9.1 公开发布信息后，直到授予中标单位《建筑方案设计合同》为止，凡属于对招标文件的审查、评价和比较的有关资料以及中标人的推荐情况、与评审有关的其他任何情况均应严格保密；任何有关的信息和资料均不得向投标单位或上述工作无关的人员泄露。

9.1 After the release of the tender, before the award of the Design Contract, the data concerning the review, evaluation and comparison of the Tender Document, the recommendation of the winning bidder, or any other circumstances relating to the review shall be kept strictly confidential. All the related information and data shall not be leaked to those irrelevant of the bidders or the above work.

9.2 招标人、组织单位及评审专家在收到设计单位提交的成果文件后，应做好相应的保密工作。评审活动结束前任何人员或机构未经招标人或政府有关部门许可，都不得以任何方式披露、公开或展示成果文件，否则将追究其相关法律责任。

9.2 The Tenderer, organizer and review experts shall complete the corresponding confidentiality work after receiving the deliverables submitted by bidders. Before the end of the review activity, any person or organization shall not disclose, make public or show the deliverables in any way without the permission of the Tenderer or relevant government department; otherwise, they will be investigated for relevant legal liability.

9.3 在成果文件的评审和比较、中标候选人推荐以及授予合同的过程中，投标单位如试图向招标人和评审小组施加影响的任何行为，都将会导致取消其成果文件的评定。

9.3 In the process of review and comparison of the deliverables, recommendation of the winner candidates and award of the contract, any attempt by any bidder to exert influence on the Tenderer and review committee will result in the cancellation of the evaluation of the bidder's deliverables.

十、争议解决

本招标相关文件、合同履行中若发生争议，双方应友好协商解决；协商不成时，向招标人所在地人民法院提起诉讼。

X. Dispute Resolution

Any dispute in connection with the related documents and contract performance of the tender shall be settled by both parties upon friendly negotiations; if the negotiations fail, a lawsuit shall be filed to the people's court where the Tenderer is located.

十一、不正当竞争与纪律监督

11.1 严禁投标单位向参与招标、评审的有关人员行贿，使其泄露一切与招标、评标工作相关的信息。

XI. Supervision over Unfair Competition and Discipline

11.1 Bidders are prohibited from offering bribes to relevant personnel who participate in the tender or review, to result in them to divulge all information relevant to the tender or scheme review.

11.2 投标单位在投标过程中严禁互相串通、结盟，损害招投标的公正性，或以任何方式影响其他投标单位参与正当竞标。

11.2 During the bidding, bidders are prohibited from collusion or alliance that harms the fairness of the tender or otherwise affecting other bidders' participation in fair bidding.

11.3 如发现投标单位有上述不正当竞争行为，取消其投标资格或中标资格，并记入规划主管部门的诚信名单。

11.3 Any bidder found to have any unfair competition behavior mentioned above will be disqualified from bidding or winning and recorded in the dishonesty list of the department in charge of the planning.

11.4 若投标单位的投标行为出现《中华人民共和国招标投标法》、《中华人民共和国招标投标法实施条例》及项目服务所在地的相关法律法规规章规定列明的违法违规情形的，招标人及评审小组有权对相应投标单位做出不良记录，并有权在今后拒绝该投标单位参加招标人其他任何

11.4 If a bidder's bidding behavior belongs to the illegal and violating circumstances stipulated in the Law of the People's Republic of China on Tenders and Bids, Regulation on the Implementation of the Law of the People's Republic of China on Tenders and Bids or the relevant local laws or regulations, the Tenderer and

项目服务的竞赛或招标。

the review committee have the right to record the bad behavior of the bidder and the right to refuse the bidder to participate in the competition or bidding for any other projects of the Tenderer in the future.

11.5 招标文件及其所有附件的知识产权均归属于招标人，投标单位未经招标人许可，不得以任何理由外泄，否则，招标人有权追究投标单位侵权的法律责任。

11.5 The intellectual property of the Tender Document and all its attachments belongs to the Tenderer. Without the Tenderer's permission, bidders shall not leak them for any reason. Otherwise, the Tenderer has to right to investigate the bidders for the legal liability for infringement.

十二、语言及计量单位

XII. Language and Unit of Measurement

12.1 语言

12.1 Language

招标人发出的文件以中文为准，如果提供中英对照版本，英文和中文有出入，以中文文本为准。投标单位提交的资格预审申请文件及设计成果文件均应为中文，如提供另一种语言版本，则必须附以中文译本，中英（外）文如不一致时，以中文为准。

The documents issued by Tenderer should be in Chinese. In case of inconsistency between Chinese and English texts, the Chinese texts shall prevail. The pre-qualification application documents and design deliverables submitted by the bidding unit should be in Chinese. If another language version is provided, a Chinese translation must be attached. In case of any inconsistency between the Chinese and English (foreign) versions, the Chinese version shall prevail.

12.2 计量单位

12.2 Unit of measurement

除国家相关标准及招标文件中的技术要求另有规定外，成果文件使用的度量单位，均采用中华人民共和国法定计量单位。

The units of measurement used in the deliverables shall be the legal units of measurement of the People's Republic of China unless otherwise provided for in relevant standards of China and the technical requirements in the Tender Document.

十三、其他

XIII. Miscellaneous

13.1 未中标解释

13.1 Explanation of unsuccessful bidding

中标单位确定后，招标人不对未胜出投标单位就评审过程以及未能胜出原因作出任何解释，同时亦不退还成果文件。未中标人不得向评审小组人员或其他有关人员索问评审过程的情况和材料。

After the winning bidder is determined, the Tenderer will not give any explanation to the unsuccessful bidders about the review process and the reasons for losing and will not return the deliverables. Unsuccessful bidders shall not ask members of the review committee or other relevant personnel for information and materials about the review process.

13.2 拒绝专利索赔或补偿的权利

13.2 Right to reject patent claims or compensation

无论投标单位是否中标，均不得以专利权、商标权或工业设计权等知识产权为由向招标人提出任何索赔或补偿的要求。

Regardless of winning or not, bidders shall not make any claim or compensation demand to the Tenderer on the grounds of intellectual property rights such as the patent right, trademark right or industrial design right.

13.3 招标人保留更改活动日程安排的权力。如有改动，将至少提前 3 天通知。

13.3 The Tenderer reserves the right to change the tender schedule. Any change will be notified at least 3 days in advance.

13.4 招标人有权要求中标候选人按政府规划修改设计成果。如要求修改，将至少提前 3 天通知。

13.4 The Tenderer has the right to request the winning candidates to modify the deliverables according to the government's planning. And such request, if any, will be notified at least 3 days in advance.

13.5 招标文件、招标文件澄清（答疑）纪要、招标文件修改（补充）函件内容均以书面明确的内容为准。当招标文件、澄清（答疑）纪要、修改（补充）函件内容相互矛盾时，以最后发出的为准。

13.5 The contents of the Tender Document, the minutes of clarification (Q&A) on the Tender Document and the letter of modification (supplementation) of the Tender Document shall be subject to the express written contents. In the case of any conflict among them, the latest version shall prevail.



13.6 投标单位确保其项目负责人和主要设计人员始终参与本设计工作；境外设计单位应确保有境外单位的人员参与、签名和加盖境外单位印章。投标单位参加现场踏勘活动、答疑和专家评审会时需自带翻译。

13.6 The bidder shall guarantee the participation of its project leader and main designers in the whole design work. Overseas design agency shall ensure its personnel's participation and signature and affixing its official seal. Bidders shall bring interpreters, if needed, when attending the site survey, Q & A, and scheme review meeting.

13.7 招标文件、设计任务书及相关文件的解释权属于招标人。

13.7 The right to interpret the Tender Document, Design Brief and relevant documents belongs to the Tenderee.

13.8 参加本次招标活动的投标单位均视为承认本招标文件、设计任务书及相关文件的所有内容。

13.8 All bidding units participating in this tender activity will be deemed to acknowledge all the content of the Tender Document, Design Brief and related documents.

十四、资料索取：

XIV. Inquiry of Information

招标信息查询网址：
www.szdesigncenter.org

Website for tender information inquiry:
www.szdesigncenter.org

十五、联系方式

XV. Contact

联系人：郑工

Contact person: Mr. Zheng

联系电话：18126316869
(工作日 9:00-12:00;14:00-18:00)

Contact No.: 18126316869
(9:00-12:00; 14:00-18:00 on workdays)

邮箱：competition@eden-ad.com

E-mail: competition@eden-ad.com

第二部分

Part II

设计任务书 (另附) Design Brief (Attached separately)

投标单位须以电子邮件形式索取设计任务书：填写附件 1 报名表并加盖公章，发送至指定邮箱：competition@eden-ad.com。招标人收到后审核无误，将在一个工作日内回复发送设计任务书及相关资料。

The bidding unit must request the Design Brief via email: fill out "Annex 1 Application Form" and affix the official seal, and send it to the designated email address: competition@eden-ad.com. The tenderee will reply and send the Design Brief and related design materials within one working day after receiving and reviewing the application form.

第三部分
Part III

附件资料
Annexes

附件 1 报名表
Annex 1 Application Form

公司注册名称 Company name	
公司详细资料 Company details	
国家或地区 Country or region	
法定代表人 Legal representative	
常驻地址 Address	
电话 Tel	
传真 Fax	
网址 Website	
电子邮箱 Email	
公司成立日期 Founding date	
本项目联系人 Contact for the Project	
姓名 Name	
头衔和职务 Title & Position	
电话 Tel	
传真 Fax	
电子邮箱 Email	
通信地址及邮政编码 Address & postcode	

其他证明文件 Other proof documents
有效的营业执照（或商业登记证明）（提供复印件，加盖公章） Valid business license (or business registration certificate) (photocopy affixed with official seal)
企业资质证明文件（复印件，加盖公章，如有） Enterprise qualification certificate (photocopy affixed with official seal, if any)
获奖文件（复印件，加盖公章，如有） Award-winning documents (photocopies affixed with official seal, if any)
其他认为有必要的证明材料 Other proof documents deemed necessary
盖章页 Stamp Page
<p>我谨代表前述申请参加本次投标的设计公司声明：本表各页，加盖公章为记，所填一切内容属实，并同时在此授权本次招标组织者在其认为适当的时间和场合公开、使用有关信息。</p> <p>On behalf of the above design agency (design consortium) that applies for participating in the tender, I make this statement: on every page of the form, with the official seal for the note, all the content completed is true, and I hereby authorize the organizer of the tender to make public and use relevant information at the time and place it thinks fit.</p>
公司名称 Company Name -----
公司法定代表人 Legal representative -----
日期 Date -----



附件 2 法定代表人资格证明书、法定代表人授权书

Annex 2 Certificate of Qualifications of Legal Representative and Power of Attorney of the Legal Representative

**法定代表人资格证明书
Certificate of Qualifications of Legal Representative**

单位名称：_____

单位性质：_____

地 址：_____

成立时间：_____年_____月_____日

经营期限：_____

姓名：_____ 性别：_____ 年龄：_____ 职务：_____ 系 _____ (单位) _____ 的法定代表人。

Unit name: _____

Unit nature: _____

Address: _____

Incorporation date: _____

Duration: _____

Name: _____ Gender: _____ Age: _____ Title: _____

is the legal representative of _____ (name of the application unit).

特此证明!

It is hereby certified as follows!

投标单位 (盖单位章) : _____

Application unit (affixed with the official seal): _____

日 期: 年 月 日

Date: Year Month Day

说明 / Notes:

1. 须提供法定代表人的身份证明材料并加盖公章 (附后)。

1. ID document of the legal representative must be provided and affixed with the official seal (attached).

<p>身份证明材料 (正面) 粘贴处 ID documents (front) are affixed here</p>
<p>身份证明材料 (反面) 粘贴处 ID documents (back) are affixed here</p>



法定代表人授权书 Power of Attorney of the Legal Representative

(入围应征单位全称) 法定代表人 (姓名、职务) 授权 (被授权代表姓名、职务) 为本公司合法代理人，参加贵司组织的 _____ 项目的招标活动，代表本公司处理招标活动中的一切事宜。包括但不限于：报名、谈判、签约等。单位代表在招标过程中所签署的一切文件和处理与之有关的一切事务，本公司均予以认可并对此承担责任。单位代表无转委托。特此授权。

The legal representative (name and title) of (full name of the shortlisted agency) hereby authorizes (the name and title of the authorized representative) as the Company's lawful agent to participate in the tender activity for the project (_____) organized by you, and to handle all matters in the tender activity on behalf of our company, including but not limited to registration, negotiation, contract signing, etc. Our company will acknowledge all documents signed and all relevant matters handled by the representative during the competition process, and will undertake responsibilities for all these. The representative does not have the right of sub-entrustment.

本授权书于 ____ 年 ____ 月 ____ 日签字生效至招标活动结束为止，特此声明。

It is specially stated here that the power of attorney was signed and took effect from DD/MM/YY to the end of the tender event.

代理人无转委托权，特此委托。

The agent has no right of sub-entrustment and is hereby entrusted.

代理人： 性别： 年龄：
Agent: gender: age:

身份证号码： 职务：
ID card number: position:

单位 (盖章或签字) :
Design agency (seal or signature): _____

法定代表人或授权委托人 (盖章或签字) :
Legal representative or authorized representative (seal or signature): _____

授权委托日期： 年 月 日
Date of authorization:

附：代理人身份证明材料扫描件并加盖公章

Attached: scanning copy of the agent's ID card affixed with the official seal

<p>身份证明材料 (正面) 粘贴处 ID documents (front) are affixed here</p>
<p>身份证明材料 (反面) 粘贴处 ID documents (back) are affixed here</p>

附件 3 同类项目经验一览表
Annex 3 Lists of Experience in Similar Projects
表 1: 同类项目清单
List 1: Detailed list of similar projects

序号 No.	类型 Type	项目名称 Project Name	单位 Design Agency
1			
2			
3			

表 2: 同类项目简介
List 2: Brief introduction of similar projects

填写要求 / Filling Requirements: 提供的资料应包括: 项目名称、地点、规模 (建筑高度、总用地面积、计容总建筑面积等)、所承担的主要设计内容、项目完成情况、项目创意及亮点、主要设计人员的姓名、职务、作用及责任分工; 设计作品的委托方的联系人及有效办公电话; 设计作品的相关照片 (完工项目) 或效果图 (在建项目)。 Material to be provided include: project name, location, scale (total land area of building height, summated capacity floor area, commercial area, etc.), the main design contents that it undertook, project completion status, project creativity and highlights, names, positions, roles, and responsibilities of chief design personnel; the contact person and valid office phone number of the client of the design work; relevant pictures (completed projects) or renderings (ongoing projects) of the design work.	
项目 / Project	
项目类型 Project type	
项目名称 Project name	
项目规模 (简短说明项目国家及城市、总用地面积、建筑面积、建筑高度、主要功能等) Project scale (describe the project country and city, total land area, floor area, building height, major function, etc.)	

项目创意及亮点 Project creativity and highlights	
单位在该项目承担的工作范畴 Scope of work undertaken by the design agency in the project	
项目完成情况 Project completion status	
主要设计人员的姓名、职务、作用及责任分工 Name, post, role and division of responsibilities of main designers	
获奖情况 Prize winning information	
设计合同关键页扫描件 (应能体现合同名称、设计内容及规模、设计阶段、合同签订时间、合同签章页) Scanned copies of key pages of design contracts (showing contract name, design content and scale, design stage, contract signing date, signing/stamping page)	
设计作品的委托方的联系人及有效办公电话 Contact person and valid office telephone number of the client of design works	

相关照片或效果图 (不超过 5 张) Relevant photos or renderings (not more than 5)	
其他证明材料 (如有) Other certification documents (if any)	
.....	

说明 / Note:

同类项目简介表由应征单位自行增加。

The introduction form of similar projects should be added by the application unit of its own.

附件 4 设计人员总表

Annex4 Summary List of Designers

	姓名 Name	单位 Company	职务 Position	拟承担的设计工作 Design work to be undertaken	备注 Remarks
项目负责人 Project manager					
主创设计师 Chief designers					
项目组成员 Members of the project team					

附件 5 项目负责人及主创设计师简历及证明材料

Annex 5 Resumes and Certificates of Project manager and Chief Designers

项目负责人 / 主创设计师基本情况 Basic information of the Project manager/chief designer	
姓名 Name	
学历、学位及专业特长 Educational background, degree and specialty	
职业资格及证明 Professional qualifications and certificates	
任职历史 (自现职开始) History of employment (starting from the present employment) certificates	
个人获得国内或国际行业奖项 Domestic or international industry awards received	
项目 / Project	
项目类型 Project type	
项目名称 Project name	
项目规模、特点 (简短说明项目国家及城市、总用地面积、建筑面积、主要功能、设计特点等) Project scale and characteristics (describe the project country and city, total land area, floor area, major function, design features, etc.)	



在该项目承担的工作 Work undertaken in the project	
项目完成情况 Project completion status	
获奖情况 Prize winning information	
设计合同关键页扫描件（应能体现合同名称、设计内容及规模、设计阶段、合同签订时间、合同签章页） Scanned copies of key pages of design contracts (showing contract name, design content and scale, design stage, contract signing date, signing/stamping page)	
设计作品的委托方的联系人及有效办公电话 Contact person and valid office telephone number of the client of design works	
相关照片或效果图（不超过 5 张） Relevant photos or renderings (not more than 5)	
其他证明材料（如有） Other certification documents (if any)	
.....	

说明 / Note:

项目简介由应征单位自行增减。
The project introduction should be added by the application unit of its own.

附件 6 商务报价表（资格预审阶段无须递交）

Annex 6 Bid Quotation Form (Unnecessary to submit at the pre-qualification stage)

**中海深圳湾超级总部 T207-0060（暂定名）设计服务费
投标报价表**

Bid Quotation Form for Design Service Fee of China Overseas Shenzhen Bay Super Headquarters Base T207-0060 (Tentative Name)

项目名称 Project name	中海深圳湾超级总部 T207-0060（暂定名） China Overseas Shenzhen Bay Super Headquarters Base T207-0060 (Tentative Name)
报价依据 Quotation basis	招标内容 Content of the Tender
报价金额（含增值税） （万元人民币） Quotation amount (VAT included) (RMB 10,000)	
备注 Remarks	

序号 S/N	项目内容 Quotation item	总价（元） Fee (RMB)	备注 Remarks
1			
2			
.....			
投标总价（元） Total (RMB)			

备注 / Remarks:

- 所有报价均含税并以人民币为单位。
All the fees include taxes and are in RMB.
- 请严格按本表的形式报价，否则视为无效。
Please quote in strict accordance with the form, otherwise, it will be deemed invalid.

投标单位（盖章）：

Bidder (seal): _____

法定代表人或授权委托人（签字）：

Legal representative or authorized agent (signature): _____



附件 7 设计补偿费支付协议（样本）

Annex 7 Design Compensation Payment Agreement (Template)

中海深圳湾超级总部 T207-0060（暂定名）

建筑方案设计公开招标

设计补偿费支付协议（样本）

Public Tender for Architectural Scheme Design of China Overseas Shenzhen Bay Super Headquarters Base T207-0060 (Tentative Name) Design Compensation Payment Agreement

甲方：深圳市中海启宏房地产开发有限公司

法定代表人：

地址：

Party A: Shenzhen China Overseas Qihong Real Estate Development Co., Ltd.

Legal representative:

Address:

乙方 1：

法定代表人：

地址：

Party B1:

Legal representative:

Address:

丙方：（若需要）

法定代表人：

地址：

Party C: (if necessary)

Legal representative:

Address:

鉴于乙方参加了中海深圳湾超级总部 T207-0060（暂定名）建筑方案设计公开招标活动，并按该项目招标文件要求提供了设计成果文件，根据《中华人民共和国民法典》以及该招标文件中关于设计补偿费的有关规定，甲方给予乙方设计补偿费，现订立如下协议：

In view of Party B's participation in the Public Tender for Architectural Scheme Design of China Overseas Shenzhen Bay Super Headquarters Base T207-0060 (Tentative Name), and provision of deliverables as specified in the Project's Tender Document, Party A will offer Party B the design compensation in accordance with the Civil Code of the People's Republic of China and the Project's tender documents, and hereby enters into the following Agreement:

第一条 乙方获设计补偿费资格

Article 1: Party B's qualification for design compensation

1.1 乙方作为入围投标单位参加由甲方组织的“中海深圳湾超级总部 T207-0060（暂定名）建筑方案设计公开招标”活动，并承诺提交符合招标文件设计要求的设计方案。

1.1 Party B, as a shortlisted bidding unit, participates in the "Public Tender for Architectural Scheme Design of China Overseas Shenzhen Bay Super Headquarters Base T207-0060 (Tentative Name)" organized by Party A, and promises to submit a design scheme that meets the design requirements of the Tender Document.

1.2 若乙方不符合“中海深圳湾超级总部 T207-0060（暂定名）建筑方案设计公开招标”入围投标人的资格要求，或在成果文件中有作假、违规行为，一经核实，即取消乙方的获设计补偿费资格，甲方有权向乙方追回已经支付的设计补偿费，同时，如因此给甲方造成直接经济损失的，甲方有权要求乙方支付赔偿金。

1.2 If Party B does not meet the qualification requirements of the shortlisted bidding unit for the "Public Tender for Architectural Scheme Design of China Overseas Shenzhen Bay Super Headquarters Base T207-0060 (Tentative Name)", or if there is any falsification or violation in the deliverables, Party B will be disqualified from the qualification for design compensation upon verification, and Party A has the right to recover the design compensation that has been paid to Party B. At the same time, if this has incurred direct economic losses to Party A, Party A has the right to request Party B to pay compensation.

第二条 设计补偿费金额及支付方式

Article 2: Amount and payment methods of design compensation

2.1 本协议项下，甲方应向乙方支付本项目的设计补偿费用总额为（含税）：大写：人民币 万元整，小写：¥ ，税额：¥ 。该设计补偿费金额为乙方提交的设计方案以及参与设计投标工作所应收取的全部补偿费用，包括但不限于乙方的方案设计费、成果文件制作费（展板、文本图册、模型及演示文件等）、方案汇报差旅费、投标费等全部费用，除此之外，甲方无须向乙方另行支付任何费用。

2.1 Under this agreement, Party A shall pay Party B a total design compensation for this Project (including tax): in words: RMB ten thousand yuan, in figures: ¥, and the tax amount: ¥. The compensation for this design is the total compensation that should be charged for the design scheme submitted by Party B and participation in the design bidding work, including but not limited to all expenses, such as Party B's scheme design fee, production fee for deliverables (display boards, text brochures, models and presentation files, etc.), travel expenses for scheme reporting and bidding fees. In addition, Party A does not need to pay any additional fees to Party B.

2.2 本次招标评选出前三名中标候选方案：

2.2 Top three winning candidate schemes have been selected for this tender:

（1）若乙方被评选为中标单位，则与甲方另签设计合同；甲方无须向乙方支付本协议中约定的设计补偿费、奖金等。

(1) If Party B is selected as the winner, it should sign a separate design contract with Party A; Party A does not need to pay Party B the design compensation, bonuses, etc. stipulated in this agreement.



(2) 若乙方被评选为未中标的中标候选人，则乙方仅获得设计补偿费 万元人民币。该设计补偿费将在方案评审结果公布后开始办理支付手续。

(2) If Party B is selected as the unsuccessful candidate unit for this tender, Party B will only receive a design compensation of yuan, which will be paid after the announcement of scheme review results.

(3) 若乙方未被评选为中标候选人，则乙方仅获得设计补偿费 万元人民币，该设计补偿费将在方案评审结果公布后开始办理支付手续。

(3) If Party B is not selected as the candidate unit for this tender, Party B will only receive a design compensation of yuan, which will be paid after the announcement of the scheme review results.

甲方在收到乙方的请款函及等额的正式增值税专用发票后，核查无误后 60 个工作日以内，一次性付清上述费用。如乙方未提供发票或提供发票不合格的，甲方有权拒付或顺延付款期限且不承担任何法律责任。

When receiving the payment request letter and the equivalent and official special VAT invoice provided from Party B, Party A shall pay the above fees within working day after the verification fter the verification without errors within 60 working days. and. If Party B fails to provide invoices or fails to provide qualified invoices, Party A has the right to refuse payment or extend the payment term without assuming any legal responsibility.

2.3 甲方按本合同约定向乙方支付本协议项下设计补偿费和奖金。

2.3 Party A shall pay Party B the design compensation and bonus under this agreement in accordance with the provisions of this contract.

2.4 甲方将以银行转账的方式向本协议中乙方指定的银行账户以人民币付款。乙方确保向甲方提供的如下账户资料详细、准确，因乙方原因造成甲方不能及时付款或不能付款的，一切责任由乙方承担。

2.4 Party A should make payment in RMB to the bank account designated by the Party B in this agreement through bank transfer. Party B should ensure that the following account information provided to Party A is detailed and accurate. If Party A fails to make timely payments or fails to make payments due to Party B 's reasons, all responsibilities shall be borne by the latter.

* 乙方 - 为境外机构，无法使用本机构帐户收取人民币，乙方 - 授权丙方代收款项。乙方 - 和丙方应确保向甲方提供的如下账户资料详细、准确，因丙方原因造成甲方不能及时付款或不能付款的，一切责任由乙方 - 和丙方承担。乙方 - 与丙方间的权利义务及费用承担由乙方 - 和丙方自行约定，与甲方无关。

*If Party B, as an overseas institution, is unable to use its own account to collect RMB, Party B should authorize Party C to collect funds on its behalf. Party B and Party C should ensure that the following account information provided to Party A is detailed and accurate. If Party A fails to make timely payments or cannot make payments due to the reasons of Party C, all responsibilities shall be borne by Party B and Party C. The rights, obligations, and expenses between Party B and Party C should be mutually agreed upon by these two parties, and shall not be related to Party A.

甲方 Party A
纳税人识别号 Taxpayer Identification Number:
地址 Address:
开户行 Bank of deposit:
账号 Account No.:
乙方 1 Party B1:
纳税人识别号 Taxpayer Identification Number:
地址 Address:
开户行 Bank of deposit:
账号 Account No.:
(或丙方) (Or Party C):
纳税人识别号 Taxpayer Identification Number:
地址 Address:
开户行 Bank of deposit:
账号 Account No.:

第三条 知识产权及保密条款

Article 3 Intellectual Property and Confidentiality Provisions

3.1 甲乙双方签订合同并生效后，乙方应承诺未经甲方书面同意，乙方不得将提交的成果内容擅自使用或交由任何第三方使用，否则，乙方应承担由此产生的全部责任并赔偿甲方因此遭受的所有损失。即使本项目履行完毕、被解除、终止，乙方的保密义务永久存在，除非上述保密内容已经被公开。

3.1 After both parties sign the contract and it takes effect, Party B shall promise that without the written consent of Party A, it must not use or entrust the submitted deliverables to any third party for use. Otherwise, Party B should bear all liabilities arising therefrom and compensate Party A for all losses incurred thereby. Even if the Project is completed, cancelled or terminated, the confidentiality obligations of the participating units will exist forever, unless the above-mentioned confidential content has been disclosed.

3.2 乙方保证提交给甲方的设计图纸、相关文件、资料、方案等项目成果（包括中期和最终成果）以及实现该成果所使用的必要方法不侵犯甲方和任何第三方的合法权益（包括但不限于专利权、商标、著作权、厂商标识、服务标记、商业秘密、公民的肖像权等），否则，乙方应承担由此产生的全部责任并赔偿甲方因此遭受的所有损失。

3.2 Party B guarantees that project deliverables such as design drawings, relevant documents, materials, schemes (including interim and final deliverables) submitted to Party A as well as the necessary methods used to achieve such deliverables do not infringe on the legitimate rights and interests of Party A and any third party (including but not limited to patent rights, trademarks, copyrights, manufacturer identification, service marks, trade secrets, citizen portrait rights, etc.). Otherwise, Party B should bear all liabilities arising therefrom and compensate Party A for all losses suffered thereafter.

3.3 未中标的设计成果知识产权属于乙方所有。但所有参与本次竞赛的设计成果文件在评审后不退回设计单位。甲方可以无偿展示所有设计成果文件，包括在评审结束后公布评审成果，并通过传媒、专业杂志、专业书刊或其它形式介绍、展示及评价设计成果文件。

3.3 The intellectual property rights of the deliverables that fail to win the bid belong to Party B. However, all design deliverables participating in this competition will not be returned to the design unit after review. Party A may display all design deliverables for free, including announcement of review results after the review, and introduction, display and evaluation of the design deliverables through mass media, specialized magazines, specialized books & periodicals or other forms.

3.4 乙方承诺不将设计成果用于本项目以外的其他任何项目。

3.4 Party B undertakes not to use the design deliverable for any project other than the Project.

3.5 甲方若发现乙方违反本协议的约定，甲方有权要求乙方在 7 日内退回设计补偿费，如甲方因乙方的违约行为遭受损失的，乙方还应承担由此给甲方造成的损失。

3.5 If Party A identifies Party B's violation of the Agreement, Party A is entitled to request Party B to refund the design compensation fee within 7 days. If Party A suffers losses due to Party B's violation, Party B should also bear the losses caused to Party A.

第四条 违约责任

Article 4 Liability for Breach of Contract

4.1 乙方认可甲方此次招标活动的公平性和公正性，对本次招标的全部规定，包括但不限于方案评审、投标补偿费用金额及评标结果等，乙方均无异议，并应当根据招标文件要求按时递交设计成果文件。乙方向甲方提交的成果文件如果未达双方约定的要求，甲方有权不予支付相应的设计补偿费。

4.1 Party B acknowledges the fairness and impartiality of Party A's tender activity, has no objections to all provisions of this tender, including but not limited to scheme review, bid compensation amount and review results, and should submit design deliverables on time in accordance with the requirements of the Tender Document. If the deliverables submitted by Party B to Party A do not meet the agreed requirements, Party A has the right not to pay the corresponding design compensation.

4.2 乙方不得将本项目的信息（包括并不限于过程信息、资料及文件等）向履行本合同无关的第三方泄露或非用于履行本合同之目的，如出现此情况，将视为违约，甲方有权终止合同，乙方应退还已收取的设计补偿费用及奖金（如有），并赔偿甲方因此所遭受的全部损失，如损失无法计算时，乙方赔偿金额最低不少于 10 万元。

4.2 Party B must not disclose all information of this Project (including but not limited to process information, materials, and documents) to any third party unrelated to the performance of this contract or for any purpose other than the performance of this contract. If such situation occurs, it should be deemed a breach of contract, and Party A has the right to terminate the contract. Party B should refund the design compensation and bonus (if any) already collected, and compensate the Party A for all losses suffered thereafter. If the losses cannot be calculated, the minimum compensation amount for Party B shall not be less than 100,000 yuan.

4.3 如乙方在提供服务过程中违反有关的法律法规，或其提供的工作成果违反有关法律法规或侵犯第三方权益的，甲方有权不予支付设计补偿费用，并要求乙方采取补救措施予以解决，对甲方因此所遭受的损失承担赔偿责任。

4.3 If Party B violates relevant laws and regulations during the provision of services, or if the deliverables provided by Party B violate relevant laws and regulations or infringe on the rights and interests of third parties, Party A has the right to refuse to pay design compensation and require Party B to take remedial measures to solve the problem, and should be liable for compensation for the losses suffered by Party A.

第五条 其他事宜

Article 5 Other Matters

5.1 本协议如有未尽事宜，由双方协商后签订书面补充协议，补充协议经双方法定代表人或授权代表签字盖章后与本协议具有同等法律效力。

5.1 In case of matters not covered in this Agreement, both parties should sign a written supplementary agreement through negotiation, and the supplementary agreement has the same legal effect as the Agreement after being signed and sealed by the legal or authorized representatives of both parties.



5.2 因本协议履行或协议本身发生的争议或纠纷，双方应友好协商解决，协商不成，各方均可向深圳市福田区人民法院起诉。

5.2 In the event of any disputes arising from the performance of this Agreement or the Agreement itself, two parties should settle the dispute through friendly negotiation; if the negotiation fails, each party may file a lawsuit to the People's Court of Futian District, Shenzhen.

5.3 有关本协议的任何纠纷均适用中华人民共和国（大陆地区）法律。

5.3 Any disputes concerning this Agreement are subject to the laws of the People's Republic of China (Mainland).

5.4 本协议自各方法定代表人或授权代表签字（或盖章），并加盖公章或合同专用章之日起生效。本合同一式 * 份，甲方执叁份，乙方执 * 份，均具有同等法律效力。

5.4 This Agreement will take effect from the date of signing (or sealing) by the legal or authorized representative of each party, and affixed with the official seal or contract seal. This contract is made in *, with Party A holding three copies and Party A holding * copies. All copies have the same legal effect.

6.5 本协议签订于广东省深圳市。

5.5 This agreement is signed in Shenzhen, Guangdong Province.

（以下无正文）

(No text below)

甲方（盖章）：

法定代表人或其委托代理人（签字或盖章）：

Party A (seal):

Legal representative or entrusted agent: (Signature or seal):

乙方 1（盖章）：

法定代表人或其委托代理人（签字或盖章）：

Party B 1 (seal):

Legal representative or authorized agent (signature or seal):

丙方（盖章）：

法定代表人或其委托代理人（签字或盖章）：

Party C (seal):

Legal representative or authorized agent (signature or seal)

订立时间： 年 月 日

Signing date: DD/MM/YY

附件 8 建筑方案设计合同（另附）

Annex 8 Architectural Scheme Design Contract (Attached separately)

附件 9 仿真文件格式要求

Annex 9 Requirements for Simulation Document Format

一、模型数据文件要求

I. Requirements for Model Data File

1. 来文单位提供的模型文件须为 3dmax 格式，兼容 3dmax 2009—3dmax 2019 版；
 1. The model file provided by the company must be in 3dmax format, compatible with 3dmax 2009 – 3dmax 2019 Editions;

2. 提交精细模型

2. Fine model need to be submitted:

精细模型：精细模型为效果图制作模型，精细程度要严格按照设计方案图纸制作成，并且把模型赋予相应的贴图纹理，材质的格式为 Standard 标准材质。

Fine model: The fine model is the model for rendering preparation, with fine details in strict accordance with the design scheme drawings. Assign corresponding map texture to the model, with material format being Standard material.

二、立面效果图及平面图文件要求

II. Requirements for Façade Rendering and Plan Drawing File

1. 来文单位提供的立面效果图、区域范围图及平面图须为 JPEG 格式；

1. The façade rendering drawing, map of regional scope and plan drawing provided by the company must be in JPEG format.

2. 要求提交的所有资料无数据质量问题，三维模型成果结构完整，纹理贴图路径正确，确保无数据、纹理丢失等情况。
 2. All the submitted documents are required to be free of data quality problem, 3D model structure is complete, the texture map has correct pathway, and make sure there is no data loss or texture loss.

3. 该项目的区位与红线范围，包含邻近主要干道名称以方便查找位置。

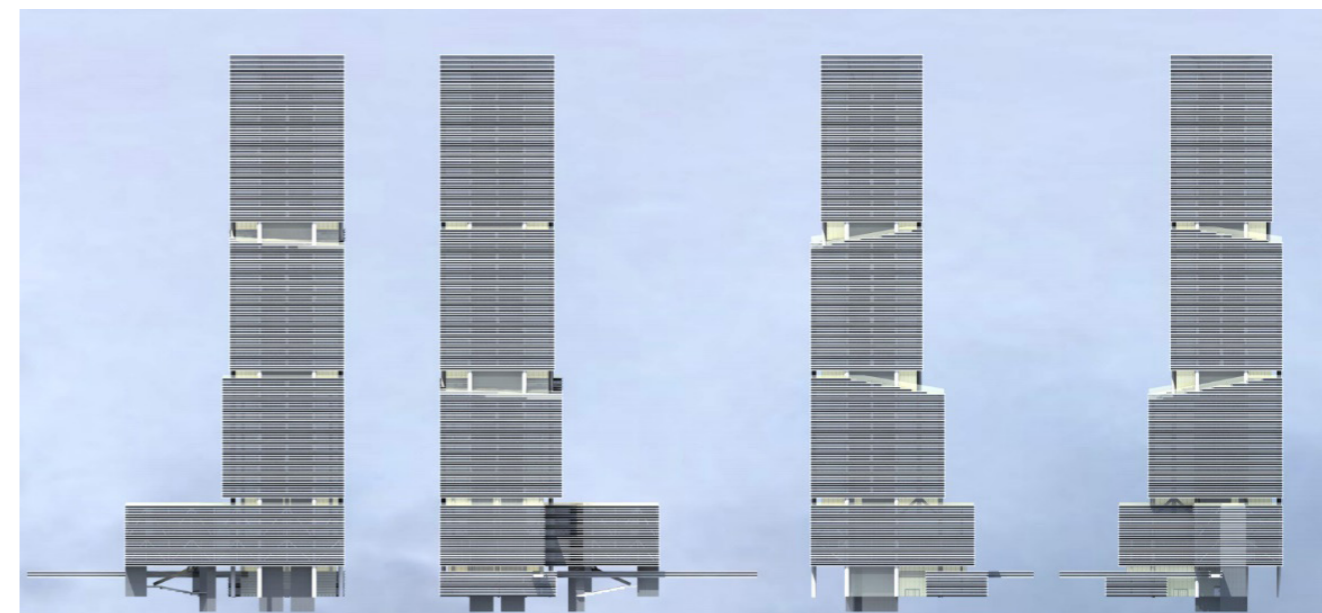
3. Location and scope of land boundary of the project, including the name of adjacent main trunk roads to facilitate location search.

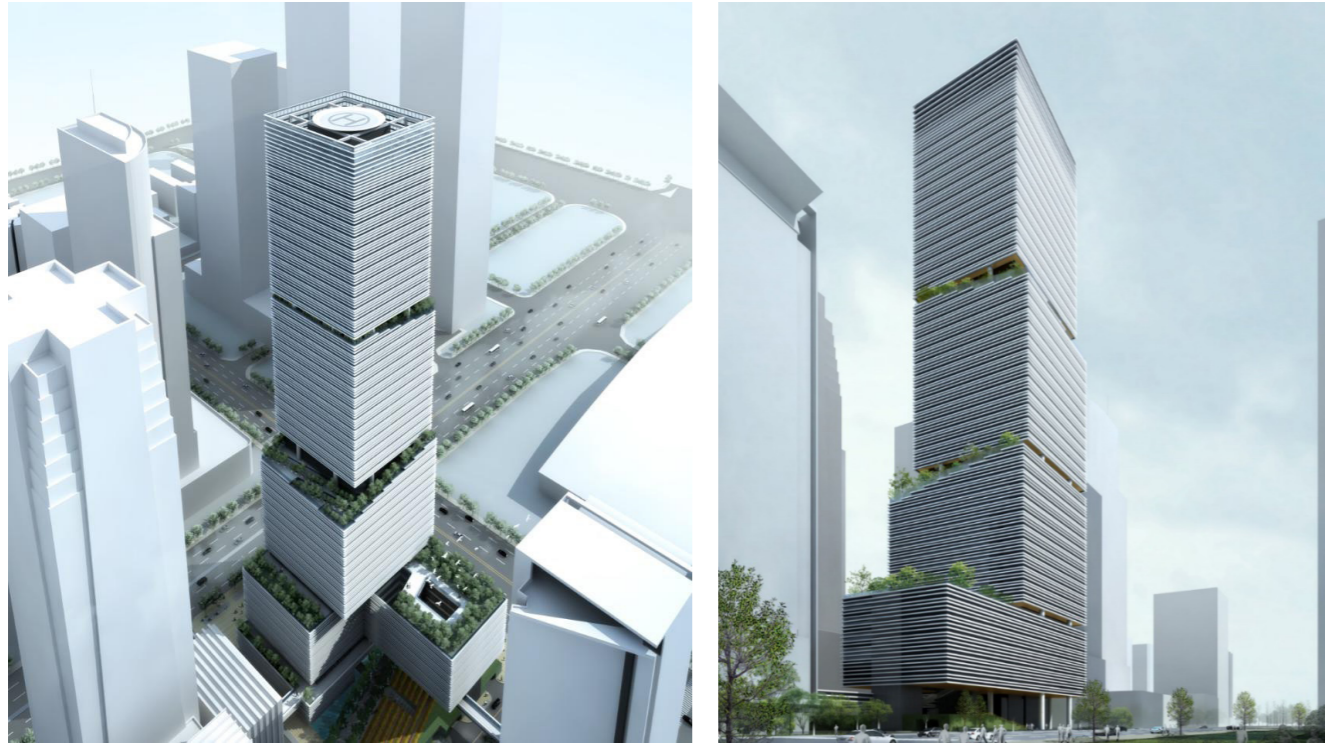
4. 模型平面坐标系采用 CGCS2000 坐标系；高程基准采用 1985 国家高程基准；

4. CGCS2000 coordinate system is adopted for the plan coordinate system of the model; 1985 National Elevation Datum is adopted for the elevation datum.

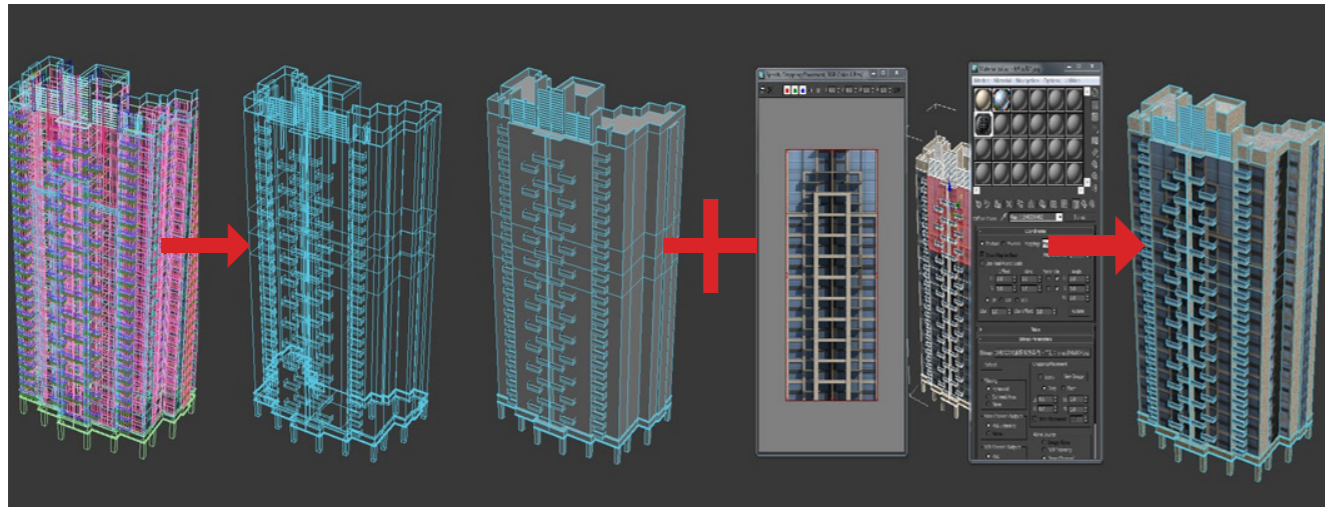
提供文件示意图：

Schematics of documents provided:





模型简化示意图：
Simplified schematics of the model:



<p>原始复杂模型 Original complicated model (几十万个面) (hundreds of thousands of planes)</p>	<p>简化的模型 Simplified model (几十个面) (tens of planes)</p>	<p>立面纹理 Façade texture</p>	<p>后期制作 Post-production (模型渲染生成) (generated from model rendering)</p>
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