

2024 年印尼大雅加達地區臺灣觀光主題車體廣告整合宣傳案 勞務採購契約草案

2024 Taiwan Tourism E-hailing Advertisement Campaign in Indonesia Jabodetabek area

Service Procurement Contract (draft)

(112.11.24 修正)

(Version dated NOV 24, 2023)

台灣觀光協會吉隆坡辦事處(以下簡稱機關)及得標廠商(以下簡稱廠商)雙方同意依政府採購法(以下簡稱採購法)及其主管機關訂定之規定訂定本契約，共同遵守，其條款如下：

The **Taiwan Visitors Association Kuala Lumpur Office** (hereinafter referred to as the “Entity”) and **winning tenderer** (hereinafter referred to as the “Contractor”) hereby agree to enter into the Contract upon the following terms and conditions to be bound by each party, in accordance with the Government Procurement Act (hereinafter referred to as the “Act”) and regulations prescribed by the responsible entity of the Act:

第一條 契約文件及效力

Article 1 The contract documents and their effectiveness

(一)契約包括下列文件 The contract includes the following documents：

1. 招標文件及其變更或補充。Tender Documentation and any amendments or supplements thereof.
2. 投標文件及其變更或補充。Tender and any amendments or supplements thereof.
3. 決標文件及其變更或補充。Award document and any amendments or supplements thereof.
4. 契約本文、附件及其變更或補充。The text of the contract, exhibits and any amendments or supplements thereof.
5. 依契約所提出之履約文件或資料。Documents or data of contract performance submitted in accordance with the contract.

(二)契約文件，包括以書面、錄音、錄影、照相、微縮、電子數位資料或樣品等方式呈現之原件或複製品。Contract documents include original or duplicates presented in written form, audio or video recording, photograph, microfilm, digital data, or samples.

(三)契約所含各種文件之內容如有不一致之處，除另有規定外，依下列原則處理 Where there is any discrepancies in the content of various documents included in the contract, except otherwise stipulated, the following principles shall govern :

1. 招標文件內之契約條款及投標須知優於招標文件內之其他文件所附記之條款。但附記之條款有特別聲明者，不在此限。契約條款與投標須知內容有不一致之處，以契約條款為準。The instructions to tenderers and the provisions of contract contained in the Tender Documentation shall prevail over the additional provisions of other documents, except otherwise specified. If there is any inconsistency between the contract terms and the contents of the Instructions to Tenderers, the contract terms shall prevail.
2. 招標文件之內容優於投標文件之內容。但投標文件之內容經機關審定優於招標文件之內容者，不在此限。招標文件如允許廠商於投標文件內特別聲明，並經機關於審標時接受者，以投標文件之內容為準。The contents of Tender Documentation shall prevail over the contents of tender, except otherwise decided by the Entity that the content of the latter is better and therefore prevails over the former. Where specific statements in the tender are permitted by the Tender Documentation, and that any of them are accepted by the Entity upon tender evaluation, the accepted ones shall govern.
3. 文件經機關審定之日期較新者優於審定日期較舊者。The documents with a later date shall prevail over those with an earlier date as approved by the Entity.
4. 大比例尺圖者優於小比例尺圖者。The design drawings with larger scales shall prevail over those with smaller scales.
5. 決標紀錄之內容優於開標或議價紀錄之內容。The contents of award record shall prevail over those of the records of tender opening and price negotiation under single tendering.
6. 同一優先順位之文件，其內容有不一致之處，屬機關文件者，以對廠商有利者為準；屬廠商文件者，以對機關有利者為準。Where there are any inconsistencies of contents of the documents that are in the same order of priority, the contents to be adopted shall, be whichever is more favorable to the Contractor; if such documents are provided by the Contractor, the contents to be adopted shall, be whichever is more

favorable to the Entity.

7. 招標文件內之標價清單，其品項名稱、規格、數量，優於招標文件內其他文件之內容。The descriptions, specifications, and quantities specified in the list of bid price in the Tender Documentation shall prevail over the contents of other documents of the Tender Documentation.

(四) 契約文件之一切規定得互為補充，如仍有不明確之處，應依公平合理原則解釋之。如有爭議，依採購法之規定處理。Provisions of the contract shall supplement each other. If there exists any unclear provision, it shall be interpreted in accordance with the principles of fairness and reasonableness. In the event of any dispute, it shall be resolved in accordance with the Act.

(五) 契約文字 Contract language：

1. 契約文字以中文為準。但下列情形得以外文為準 The Chinese language shall prevail in the contract. However, the foreign language may prevail in the following circumstances：

(1) 特殊技術或材料之圖文資料。Drawings or description information of special technology or material.

(2) 國際組織、外國政府或其授權機構、公會或商會所出具之文件。Documents provided by international organizations, foreign governments or their authorized institutions, business associations or business organizations.

(3) 其他經機關認定確有必要者。Other circumstances that the Entity deems necessary.

2. 契約文字有中文譯文，其與外文文意不符者，除資格文件外，以中文為準。其因譯文有誤致生損害者，由提供譯文之一方負責賠償。In the event of discrepancy between the content of contract prepared in Chinese and a foreign language, the Chinese version shall prevail, except that the foreign language shall prevail for qualification documents. The party which provide the translation version shall be held liable for any damages or loss due to error of translation.

3. 契約所稱申請、報告、同意、指示、核准、通知、解釋及其他類似行為為所為之意思表示，除契約另有規定或當事人同意外，應以中文(正體字)書面為之。書面之遞交，得以面交簽收、郵寄、傳真或電子資料傳輸至雙方預為約定之人員或處所。The application, report, consent, instruction, approval, notification, interpretation and other similar means of expression as mentioned in the contract, shall, in principle, be

prepared in Chinese (Traditional Chinese) in writing, unless otherwise specified in the Contract or agreed by the contracting parties. Such written document may be delivered in person with receipt, mailed, faxed or e-transmitted to a specific person or premise designated by the other party.

(六)契約所使用之度量衡單位，除另有規定者外，以法定度量衡單位為之。

The measurement units used in the contract document shall be in legal units of measurement unless otherwise specified.

(七)契約所定事項如有違反法律強制或禁止規定或無法執行之部分，該部分無效。但除去該部分，契約亦可成立者，不影響其他部分之有效性。該無效之部分，機關及廠商必要時得依契約原定目的變更之。Where a matter prescribed in the contract is in violation of laws or regulations, or cannot be implemented, such matter shall be void. However, when the contract can still be valid after removing this part, the validity of the other parts will not be affected. The Entity and the Contractor may, when necessary, amend it in accordance with the original purpose of the contract.

(八)經雙方代表人或其代理人簽署契約正本 2 份，機關及廠商各執 1 份，並由雙方各依印花稅法之規定繳納印花稅。副本__2__份(請載明)，由機關、廠商及相關機關、單位分別執用。副本如有誤繕，以正本為準。The contract shall have two copies of originals, which are signed by the representatives of both parties or their authorized personnel and each one of them shall be kept by the Entity and the Contractor. Each party shall, in accordance with stamp tax, attach tax stamp on the original contract. Two copies (to be specified by the Entity) of the duplicate copy of contract shall be kept by the Entity, the Contractor and related entities, departments. In the event of any error in the duplicate copy of contract, the original one shall govern.

第二條 履約標的

Article 2 The subject of contract

(一) 廠商應給付之標的及工作事項(由機關於招標時載明) The subject matter and tasks to be fulfilled by the Contractor (to be specified by the Entity in the Tender Documentation) :

1. 訂定並執行「2024 年印尼大雅加達地區臺灣觀光主題車體廣告整合

宣傳案」，工作項目詳如服務建議書。To formulate and implement the “2024 Taiwan Tourism Theme Car Body Advertisement Integrated Promotion Prospectus in Greater Jakarta, Indonesia” project, with detailed work items outlined in the service proposal.

2. 機關為執行本計畫，經雙方確認工作項目後委請廠商為之，廠商應盡全力配合辦理並達成要求。所有工作項目應以書面或電子郵件通知並獲得機關同意後執行。To carry out this project, the Entity will commission a contractor after both parties confirm the work items. The supplier shall make every effort to cooperate and achieve the requirements. All work items shall be notified in writing or by email and executed only with the Entity’s consent.
3. 須參加由機關召開之不定期工作會議，並提供相關報告供機關參閱。Attendance at periodic work meetings convened by the Entity is required, and relevant reports shall be provided for the Entity’s reference.
4. 餘詳招標規範。For more details, please refer to the Tender Specifications.

(二) 機關辦理事項(由機關於招標時載明，無者免填)：
Matters to be conducted by the Entity (to be specified by the Entity in the Tender Documentation, optional)___

第三條 契約價金之給付

Article 3 The payment of the contract price

契約價金結算方式(由機關衡酌個案情形於招標時勾選)：

Contract price settlement method (to be selected by the Entity based on individual circumstances at the time of tender):

總包價法，美金 xxx 元/新臺幣 xxx 元。Total package price method. Contract Price in USD\$ _____ or NT\$ _____

單價計算法。Unit price method.

服務成本加公費法。Service cost plus official fee method

1. 服務成本加公費法之服務費用_____元(由機關於決標後填寫)，包括直接費用(直接薪資、管理費用及其他直接費用，其項目由機關於招標時載明)、公費及營業稅。The service fee of the service cost plus official fee method NT\$_____ (to be indicated by the Entity after tender award), includes the direct fee (direct salary, management fee and

other direct fee; fee items are to be specified by the Entity in the tender documentation), official fee and business tax.

2. 公費，為定額_____元(由機關於決標後填寫)，不得按直接薪資及管理費之金額依一定比率增加，且全部公費不得超過直接薪資扣除非經常性給與之獎金後與管理費用合計金額之 25%。The official fee is at a fixed amount of NT\$_____ (to be indicated by the Entity after tender award). It is prohibited to add a certain ratio to the direct salary and management fee amount directly, and total of the official fee shall not exceed 25% of the sum of the remaining of direct salary after deduction of non-recurring bonus plus the management fee.

3. 廠商應記錄各項費用並提出憑證，機關並得至廠商處所辦理查核。Contractor shall record all fees and submit certificates. The Entity may proceed to the Contractor's site to perform audit.

4. 實際履約費用達_____元(上限，由機關於決標後填寫)時，非經機關同意，廠商不得繼續履約。When the actual performance fee reaches NT\$_____ (maximum amount to be indicated by the Entity after the tender award), unless the consent of the Entity is obtained, the Contractor shall not continue to perform the contract.

按月計酬法。每月薪資按契約所載工作人員月薪計算。實際履約費用達_____元(上限，由機關於決標後填寫)時，非經機關同意，廠商不得繼續履約。

Monthly remuneration method. The monthly remuneration is calculated based on the monthly salary of the workers indicated in the contract. When the actual performance fee reaches NT\$_____ (maximum amount to be indicated by the Entity after the tender award), unless the consent of the Entity is obtained, the Contractor shall not continue to perform the contract.

按日計酬法。每日薪資按契約所載工作人員日薪計算。實際履約費用達_____元(上限，由機關於決標後填寫)時，非經機關同意，廠商不得繼續履約。

Daily remuneration method. The daily remuneration is calculated based on the daily salary of the workers indicated in the contract. When the actual performance fee reaches NT\$_____ (maximum amount to be indicated by the Entity after the tender award), unless the consent of the Entity is obtained, the Contractor shall not continue to perform the contract.

按時計酬法。每時薪資按契約所載工作人員時薪計算。實際履約費用達_____元(上限，由機關於決標後填寫)時，非經機關同意，廠商不得繼續履約。

_____元(上限，由機關於決標後填寫)時，非經機關同意，廠商不得繼續履約。

Hourly remuneration method. The hourly remuneration is calculated based on the hourly wage of the workers indicated in the contract. When the actual performance fee reaches NT\$_____ (maximum amount to be indicated by the Entity after the tender award), unless the consent of the Entity is obtained, the Contractor shall not continue to perform the contract.

年終獎金。廠商應給付派駐勞工年終獎金及廠商應負擔之補充保費，該費用由機關另支給廠商，但已明列年終獎金及補充保費項目且含於契約價金者，不在此限。年終獎金應如實核付予派駐勞工，年終獎金為__個月薪資（由機關於招標時載明），未滿 1 年者依為機關服務月份比例發給，且須於__年__月__日（由機關於招標時載明；未載明者，為履約期限最後一日）仍為機關服務者。（例：機關契約載明年終獎金為 1 個月薪資，未滿 1 年者依為機關服務月份比例發給，且須於 107 年 12 月 15 日仍為機關服務者，有甲派駐勞工於 107 年 6 月 15 日離職，接續其工作之乙派駐勞工於 107 年 6 月 20 日為機關服務並服務至 107 年 12 月 31 日履約期限期滿，甲派駐勞工於 107 年 12 月 15 日未為機關服務，故不發給年終獎金，乙派駐勞工於 107 年 6 月 20 日起，至 107 年 12 月 15 日仍為機關服務，按其為機關服務月份比例發給 1 個月薪資乘以 7/12 之年終獎金。）

Year-end bonus. The Contractor shall pay year-end bonus to stationed workers and supplemental insurance fee required to be borne by the Contractor, and such fee is to be further paid by the Entity to the Contractor. However, in the event that the Contract has explicitly stated that the year-end bonus and supplemental insurance fee items have been included in the contract price, such requirement shall not be applied. The year-end bonus shall be paid to the stationed workers according to the actual condition of performance. The year-end bonus is equivalent to __ months of monthly salary (to be specified by the Entity in the tender documentation). For a service period less than one (1) year, it shall be paid proportionally according to the number of months of service to the Entity, and such worker shall still be providing service to the Entity on the date of __ Month __ Date __Year (to be specified by the Entity in the tender documentation; if no day is not specified, it refers to the last day of the deadline for contract performance). (For example, the Entity specifies in the Contract that the

year-end bonus is equivalent to one (1) month of monthly salary. For a service period less than one (1) year, it shall be paid proportionally according to the number of months of service to the Entity, and such worker shall still be providing service to the Entity on the date of December 15, 2018. Party A has a stationed worker resigns on June 15, 2018, and Party B's stationed worker taking over the job started to provide service to the Entity on June 20, 2018 and serviced to the deadline for contract performance on December 31, 2018. For this case, since Party A's stationed worker did not provide service to the Entity on December 15, 2018, no year-end bonus is issued. For Party B's stationed worker, such worker still provided service to the Entity on December 15, 2018 starting from June 20, 2018, the year-end bonus is paid proportionally based on the number of service months to the Entity as one (1) month of monthly salary multiplied by 7/12.)

第四條 契約價金之調整

Article 4 Adjustment of the contract price

(一) 驗收結果與規定不符，而不妨礙安全及使用需求，亦無減少通常效用或契約預定效用，經機關檢討不必拆換、更換或拆換、更換確有困難，或不必補交者，得於必要時減價收受。Where the result of inspection indicates any non-conformity with the contractual requirements, but the non-conformity neither hinders the safety or requirements for use nor decreases the general function or the function specified designated by the contract, an acceptance with price-reduction may be conducted under conditions that the entity has determined that it is unnecessary or difficult to make replacement, or unnecessary to deliver complement.

■ 採減價收受者，按不符項目標的之契約價金_10_% (由機關視需要於招標時載明)減價，並處以減價金額_10_%(由機關視需要於招標時載明)之違約金。減價及違約金之總額，以該項目之契約價金為限。

■ Where an acceptance with price-reduction is decided by the Entity, the contract price will be reduced by 10% (to be specified by the Entity in the Tender Documentation) of the price of the non-conformity item. Moreover, a penalty of 10% (to be specified by the Entity in the Tender Documentation) of the reduced amount shall be paid by the Contractor. The sum of the reduced amount and the penalty shall be limited to the contract price of such item.

- (二) 契約價金採總價給付者，未列入標價清單之項目或數量，其已於契約載明應由廠商施作或供應或為廠商完成履約所必須者，仍應由廠商負責供應或施作，不得據以請求加價。Where the payment is made by the total contract price, the item or quantity that is not included in the price list, shall still be supplied by the Contractor, so long as the item or quantity has been specified in the contract or is necessary for the completion of the contract. Any request for price increase is not allowed hereof.
- (三) 契約價金，除另有規定外，含廠商及其人員依中華民國法令應繳納之稅捐、規費及強制性保險之保險費。The contract price shall include taxes, regulatory fees and mandatory insurance premiums to be paid by the Contractor and its employees required by the related laws and regulations of the Republic of China, except otherwise specified.
- (四) 中華民國以外其他國家或地區之稅捐、規費或關稅，由廠商負擔。It is the responsibility of the Contractor to pay taxes, regulatory fees and tariffs of other countries or areas outside the Republic of China.
- (五) 廠商履約遇有下列政府行為之一，致履約費用增加或減少者，契約價金得予調整 Where the Contractor, when performing the contract, encounters any of the following government actions that result in increase or reduction in the expense of contract performance, the contract price may be adjusted：
1. 政府法令之新增或變更。Introduction of new law, or amendments to the existing law.
 2. 稅捐或規費之新增或變更。New taxes or regulatory fees or changes to existing ones.
 3. 政府公告、公定或管制價格或費率之變更。Changes to the fees and expenses under government control.
- (六) 前款情形，屬中華民國政府所為，致履約成本增加者，其所增加之必要費用，由機關負擔；致履約成本減少者，其所減少之部分，得自契約價金中扣除。屬其他國家政府所為，致履約成本增加或減少者，契約價金不予調整。For the aforementioned circumstances resulted from the government action of the Republic of China, an increase in cost of contract performance thereby will be borne by the Entity, while a reduction in cost of contract performance will be automatically deducted from the contract price. In the case of government action by other nations that results in increase or decrease in the cost of contract performance, the contract price will not be adjusted.

第五條 契約價金之給付條件

Article 5 Terms of Payment

(一)除契約另有約定外，依下列條件辦理付款 Unless otherwise stipulated in the contract, payment shall be made according to the following conditions :

1. 預付款(無者免填) Advance Payment (optional) :

(1)契約預付款為契約價金總額_____% (由機關於招標時載明；其額度以不逾契約價金總額或契約價金上限之 30% 為原則)，付款條件如下：_____ (由機關於招標時載明)。

Advance payment shall be _____% of the total contract price (to be specified by the Entity in the tender documentation, and shall not exceed 30% of the total contract price or the cap of the contract price). The terms of payment are as follows: _____ (to be specified by the Entity in the tender documentation).

(2)預付款於雙方簽定契約，廠商辦妥履約各項保證，並提供預付款還款保證，經機關核可後在_____日(由機關於招標時載明)內撥付。The advance payment shall be made within _____ days (to be specified by the Entity in the tender documentation) after signing the contract by both parties, and the Entity's approval of performance bond(s) and release bond for advance payment provided by the Contractor.

(3)預付款應於銀行開立專戶，專用於本採購，機關得隨時查核其使用情形。A designated account shall be opened at a bank for the advance payment and shall be used only for the procurement. The Entity is entitled to check the usage of the advance payment at any time.

(4)預付款之扣回方式如下 (由機關於招標時載明；無者免填)：

The deduction method for the advance payment is as follows: (to be specified by the Entity in the tender document; exempted if none):

2. 分期付款(無者免填) Installments (optional) :

(1) 第 1 期 First installment：廠商於簽約日起 30 工作天內，提出各履約標的之細部規劃及工作期程計畫，經機關驗收核可後，撥付契約

價金之 10%，即美金_____元。Within thirty (30) working days from the date of execution of the contract, the contractor shall submit detailed plans and work schedules for each subject of contract. Upon acceptance and approval by the Entity, payment of 10% of the contract amount, equivalent to USD _____, shall be made.

(2) 第 2 期 Second installment：廠商完成下列 3 項工作，經機關驗收核可後，撥付契約價金之 50%，即美金_____元。Upon completion of the following three tasks and acceptance and approval by the Entity, payment of 50% of the contract amount, equivalent to USD _____, shall be made.

a. 完成主題車體廣告整合設計、製作及安裝 300 台小客車車體廣告（含 LED 車頂廣告）。Completion of the integrated design, production, and installation of theme car body advertising on 300 small passenger cars (including LED roof advertisements).

b. 完成加長型(Articulated bus)Transjakarta 巴士 10 台主體廣告整合設計、製作及安裝。Completion of the integrated design, production, and installation of theme advertising on 10 articulated Transjakarta buses.

c. 辦理車體廣告首發宣傳活動，媒體露出至少 20 篇。Conducting the first publicity campaign for car body advertising with at least 20 media exposures.

(3) 第 3 期 Third installment：廠商於全案執行完畢後，送交全案總結工作成果，經機關驗收核可後，撥付契約價金之 40%，即美金_____元。Upon completion of the entire project, the contractor shall submit the summary work results of the entire project, and upon the acceptance and approval by the Entity, payment of 40% of the contract amount, equivalent to USD _____, shall be made.

(4) 廠商於符合前述各期付款條件後提出證明文件。機關於 15 工作天內完成審核程序後，通知廠商提出請款單據，並於接到廠商請款單據後 15 工作天內付款。但涉及向補助機關申請核撥補助款者，付款期限為 30 工作天。The Contractor shall present certifying documents after meeting the requirements specified in the aforementioned terms of payment. The Entity shall complete the review process within fifteen working days, and notify the Contractor to present the application document for payment. The Entity shall make the payment within fifteen (15) working days after receiving the Contractor's application

document for payment. However, where an application by the Entity to a granting entity for appropriation is required, the time-limit for making the payment shall be thirty (30) working days.

3. 驗收後付款：於驗收合格後，機關於接到廠商提出請款單據後 15 工作天內，一次無息結付尾款。但涉及向補助機關申請核撥補助款者，付款期限為 30 工作天。Payment shall be made after inspection and acceptance are finished : After inspection and acceptance have been approved, the Entity shall pay the remaining amount without interest in whole within 15 working days after the receipt of the Contractor's application document for payment. However, where an application by the Entity to a granting entity for appropriation is required, the time-limit for making the payment shall be thirty working days.
4. 機關辦理付款及審核程序，如發現廠商有文件不符、不足或有疑義而需補正或澄清者，機關應一次通知澄清或補正，不得分次辦理。其審核及付款期限，自澄清或補正資料送達機關之次日重新起算；機關並應先就無爭議且可單獨計價之部分辦理付款。Where the Entity finds any errors, insufficiency or ambiguity in the documents provided by the Contractor during the process of review and payment, and demands modification, supplement or clarification thereto, the Entity shall notify the Contractor in one notice, instead of two or more notices. The time-limit for review and making payment shall be re-counted from the next day of completion of modification, supplement or clarification thereto; and the Entity shall make the payment of any part of the contract that involves no dispute and could be priced independently.
5. 廠商履約有下列情形之一者，機關得暫停給付契約價金至情形消滅為止 In the event of any of the following circumstances exists, the Entity may suspend payment of the contract price until such circumstances disappear :
 - (1) 履約實際進度因可歸責於廠商之事由，落後預定進度達_30_% (由機關於招標時載明) 以上者。Where the actual progress of contract performance has been delayed by _30_% or more (to be specified by the Entity in the Tender Documentation).
 - (2) 履約有瑕疵經書面通知限期改善而逾期未改善者。Where a defect of the contract performance has not been improved within a time-limit notifying by the Entity in writing.

- (3) 未履行契約應辦事項，經通知限期履行，屆期仍不履行者。Where a contract matter has not been fulfilled after notifying by the Entity.
- (4) 廠商對其派至機關提供勞務之派駐勞工，未依法給付工資，未依規定繳納勞工保險費、就業保險費、勞工職業災害保險費、全民健康保險費或未提繳勞工退休金，且可歸責於廠商，經通知改正而逾期未改正者。Where a person of the Contractor is not qualified to perform the contract, and the person has not been replaced after notifying by the Entity.
- (5) 其他違反法令或契約情形。Other matters which are in breach of laws and regulations or contract.
6. 物價指數調整(無者免填) Price index adjustment (exempted if none) :
- (1) 履約進行期間，如遇物價波動時，得依行政院主計總處公布之物價指數_____ (由機關載明指數名稱)，就漲跌幅超過 5% 之部分，調整契約價金(由機關於招標時載明得調整之標的項目)。During the performance of the contract, in case of price fluctuations, the contract price may be adjusted for the portion of the increase and decrease exceeding 5% based on the _____ price index _____ (the name of the index shall be specified by the Entity), published by the Directorate-General of Budget, Accounting and Statistics, Executive Yuan. (the subject item of the adjustment shall be specified by the Entity in the Tender Documentation)
- (2) 適用物價指數基期更換者，其換基當月起完成之履約標的，自動適用新基期指數核算履約標的調整款，原依舊基期指數結清之履約標的款不予追溯核算。每月公布之物價指數修正時，處理原則亦同。In case of a change in the base period of the price index, the adjusted payment for the completed performance targets shall be calculated automatically based on the new index starting from the month of the change. The original payment calculated based on the old index shall not be retrospectively adjusted. The same principle shall apply to the monthly revision of the price index.
- (3) 逾 1 年期之長期服務契約，廠商每年提供服務之費用，其調整上限為 _____ (由機關於招標時載明，無者免填)。For long-term service contracts exceeding the term of one year, the annual service fees provided by the contractor shall be adjusted to the upper limit of _____ (to be specified by the Entity in the Tender

Documentation, exempted if none).

7. 因非可歸責於廠商之事由，機關有延遲付款之情形，廠商投訴對象 In the event of late payment not attributable to the Contractor, the Contractor may file complaints with :

- (1)採購機關之政風單位 The anti-corruption office of the Entity ;
- (2)採購機關之上級機關 The superior Entity of the Entity ;
- (3)法務部廉政署 Agency Against Corruption, Ministry of Justice ;
- (4)採購稽核小組 Procurement control unit ;
- (5)採購法主管機關 The responsible entity of Government Procurement Act ;
- (6)行政院主計總處 (延遲付款之原因與主計人員有關者)。

Directorate-General of Budget, Accounting and Statistics, Executive Yuan (The reasons of late payment due to relevant Budget personnel).

(二)契約價金得依物價指數(如指定指數，由機關於招標時載明，無者免填)調整者，應註明下列事項 Where the contract price is adjustable in accordance with the price index (an index to be specified by the Entity in the Tender Documentation, optional), the following matters shall be specified :

1. 得調整之成本項目及金額。The subject item and amount that may be adjusted.
2. 調整所依據之一定物價指數及基期。The specific price index and base period for adjustment.
3. 得調整及不予調整之情形。Circumstances where adjustments may or may not be made.
4. 調整公式。Formula of adjustment.
5. 廠商應提出之調整數據及佐證資料。Numerical data and supporting material for adjustment the Contractor shall provide.
6. 管理費及利潤不予調整。Administration fees and profit shall not be adjusted.
7. 逾履約期限之部分，以契約規定之履約期限當時之物價指數(如指定指數，由機關於招標時載明，無者免填)為當期資料。但逾期履約係可歸責於機關者，不在此限。For the segment that exceeds the time-limit of contract performance, the price index (a price index to be specified by the Entity in the Tender Documentation, optional) applicable thereto shall be the index of the original time-limit of contract performance. The above shall not apply where the delay in contract performance is attributable to

the Entity.

- (三) 契約價金總額曾經減價而確定，其所組成之各單項價格得依約定或合意方式調整（例如減價之金額僅自部分項目扣減）；未約定或未能合意調整方式者，如廠商所報各單項價格未有不合理之處，視同就廠商所報各單項價格依同一減價比率（決標金額/投標金額）調整。投標文件中報價之分項價格合計數額與決標金額不同者，依決標金額與該合計數額之比率調整之，但人力項目之報價不隨之調低。Where the total contract price was set after price reduction, all of the itemized prices may be adjusted by the method indicated in the contract or agreed by both parties (e.g. the deducted amount is deducted from a part of the items); where the method is not indicated in the contract or agreed by both parties, and such itemized prices quoted by the Contractor are reasonable, the itemized prices shall be adjusted by the same rate of price reduction (awarded contract value/original price of tender). Where the summation of the itemized prices indicated in the tender is different from the awarded contract value, the price shall be adjusted by the ratio of the awarded contract value to the summation of the itemized prices, but the quotation of human resources items shall not be reduced.
- (四) 廠商計價領款之印章，除另有約定外，以廠商於投標文件所蓋之章為之。The seal using by the Contractor for payment shall be the seal used in the tender, except otherwise indicated.
- (五) 廠商應依身心障礙者權益保障法、原住民族工作權保障法及採購法規定僱用身心障礙者及原住民。僱用不足者，應依規定分別向所在地之直轄市或縣（市）勞工主管機關設立之身心障礙者就業基金及原住民族中央主管機關設立之原住民族綜合發展基金之就業基金，定期繳納差額補助費及代金；並不得僱用外籍勞工取代僱用不足額部分。招標機關應將國內員工總人數逾 100 人之廠商資料公開於政府電子採購網，以供勞工及原住民族主管機關查核差額補助費及代金繳納情形，招標機關不另辦理查核。The Contractor shall employ persons with disabilities and indigenous people in accordance with the provisions of the Disabilities Rights Protection Act, the Indigenous Peoples Employment Rights Protection Act, and the Procurement Act. If the number of employed persons with disabilities and indigenous people is insufficient, the Contractor shall pay the balance of subsidies and fees to the Disability Employment Fund and the Employment Fund for Indigenous Peoples established by the labor

authorities in the municipality or county (city) where they are located, as required by law, and shall not employ foreign workers to replace the shortfall. The procurement Entity shall publicly disclose the information of Contractor with more than 100 domestic employees on the government's electronic procurement website for labor and indigenous peoples' authorities to verify the payment of the balance of subsidies and fees, and the procurement Entity shall not conduct separate verification.

- (六) 契約價金總額，除另有規定外，為完成契約所需全部材料、人工、機具、設備及履約所必須之費用。Expect otherwise specified, the total contract price shall cover the expenses of all materials, labor, machinery, equipment and work needed for contract performance.
- (七) 廠商請領契約價金時應提出電子或紙本統一發票，依法免用統一發票者應提出收據。The payment for the contract price shall be made against the Uniform Invoice issued by the Contractor presented in written or digital form. Where the contractor is exempted from issuing the Unified Invoice, a receipt shall be presented instead.
- (八) 廠商請領契約價金時應提出之其他文件為(由機關於招標時載明) Other documents to be presented by the Contractor for payment (to be specified by the Entity in the Tender Documentation, optional) :
- 成本或費用證明。Certificate of cost or expense.
 - 保險單或保險證明。Insurance policy or insurance certificate.
 - 外國廠商之商業發票。Commercial Invoice issued by a foreign contractor.
 - 履約勞工薪資支付證明(僅適用於契約價金結算方式採服務成本加公費法或招標文件已載明廠商應給付履約勞工薪資基準者)。Labor salary payment performance certificate (only applicable to situation where the contract price settlement method adopts the service cost plus official fee method or where the Tender Documentation has specified the performance labor salary standard required to be paid by the Contractor).
 - 派駐勞工薪資支付證明(適用於個案有派駐勞工者。採總包價法計費之案件，且契約有規定廠商給付派駐勞工之薪資金額者，可依該資料檢核廠商實際給付予派駐勞工之薪資金額是否合於採購契約之要求。)。Salary payment certificate for stationed workers (applicable to cases involving stationed workers. In cases where the total package method is used for billing, and the contract stipulates the amount of

wages paid by the Contractor to the stationed workers, this information can be used to verify whether the actual payment of the stationed workers by the Contractor meets the requirements of the procurement contract).

■契約約定之其他給付憑證文件。Other documents for payment specified by the contract.

□其他 Other：

- (九)前款文件，應有出具人之簽名或蓋章。但慣例無需簽名或蓋章者，不在此限。The documents mentioned in the preceding subparagraph shall be signed or affixed with the seal of the person who issued such documents, with the exception of the document not requiring signature or seal in accordance with the accepted practices.
- (十)廠商履約有逾期違約金、損害賠償、採購標的損壞或短缺、不實行為、未完全履約、不符契約規定、溢領價金或減少履約事項等情形時，機關得自應付價金中扣抵；其有不足者，得通知廠商給付或自保證金扣抵。Where there is any amount of liquidated damages for delay, damage compensation, damage or shortage of the subject of contract, dishonest behavior, non-fulfillment of contract, breach of contract provisions, excessive payment of contract price, or decrease insufficient fulfillment of contract, etc., the Entity may deduct contract price from the amount payable. However, where there is an insufficient amount for deduction, the Entity may notify the Contractor to pay for it or deducted it from the guarantee bond.
- (十一)服務範圍包括代辦訓練操作或維護人員者，其服務費用除廠商本身所需者外，有關受訓人員之旅費及生活費用，由機關自訂標準支給，不包括在服務費用項目之內。The service scope includes handling training operations or maintenance personnel. In addition to the expenses required by the Contractor itself, the travel and living expenses of the trainees shall be provided based on the standards set by the Entity and shall not be included in the service fee item.
- (十二)分包契約依採購法第 67 條第 2 項報備於機關，並經廠商就分包部分設定權利質權予分包廠商者，該分包契約所載付款條件應符合前列各款規定(採購法第 98 條之規定除外)或與機關另行議定。Subcontracting contracts shall be reported to the Entity in accordance with Paragraph 2 of Article 67 of the Act, and if the Contractor sets up rights and liens for the subcontracted portion to the subcontractor, the

payment conditions stipulated in the subcontracting contract shall comply with the provisions of the preceding clauses (except for the provisions of Article 98 of the Act) or be agreed upon separately with the Entity.

- (十三) 廠商於履約期間給與全職從事本採購案之員工薪資，如採按月計酬者，至少為_____元（由機關於招標時載明，不得低於勞動基準法規定之最低基本工資；未載明者，為新臺幣 3 萬元）。The Contractor shall pay the employees performing the procurement project on a full-time basis during the performance period, if the monthly salary method is adopted, the employee salary shall be at least _____; if the contract price is less than NTD\$20,000,000, then it shall be no less than NTD\$_____ (to be specified by the Entity in the Tender Documentation, which shall be no less than the minimum basic wage prescribed by the Labor Standards Act; if not specified, it is NTD\$30,000).
- (十四) 廠商如未於契約第 8 條第 16 款第 2 目第 1 子目約定期限給付派駐勞工薪資，且可歸責於廠商者，經機關書面催告 _____ 日曆天（由機關於招標時載明；未載明者，為 10 日曆天）仍未改正，廠商無條件同意機關得將應給付廠商價金之一部分，給付派駐勞工（即採購契約所載該派駐勞工薪資，包含加班費、差旅費，但不包含廠商及派駐勞工負擔之勞工保險費、就業保險費、勞工職業災害保險費、積欠工資墊償基金、勞工退休金、健保費及稅捐等費用），且後續不得以任何理由，再就該部分向機關請求契約價金給付。If the Contractor fails to pay the salary of the dispatched workers within the time limit stipulated in Sub-item 1 of Item 2 of Subparagraph 16 of Article 8 of the contract, due to reason attributable to the Contractor, the Tender shall give a written notice to the Contractor for a period of __ calendar days (as specified by the Tender at the Tender Documentation; if not specified, it shall be 10 calendar days) to make corrections. If the Contractor still fails to make corrections, the Contractor unconditionally agrees that the Tender may pay a portion of the amount payable to the Contractor to the dispatched workers (including overtime pay and travel expenses specified in the procurement contract, but excluding labor insurance premiums, employment insurance premiums, labor occupational accident insurance premiums, unpaid wages compensation funds, labor retirement pension, health insurance premiums, taxes, and other expenses borne by the Contractor and the dispatched workers), and the contractor shall not be entitled to request payment from the Tender for that portion of the contract price for any reason thereafter.
- (十五) 機關發現廠商未依契約約定給付派駐勞工薪資時，得依附錄「機關處置廠商積欠派駐勞工薪資作業程序」辦理。In the event the Tender discovers that the Contractor has failed to pay the wages of the dispatched

workers in accordance with the contract, it may handle it according to the "Operating Procedures for the Tender to Deal with Contractor's Arrears of Wages for Dispatched Workers" in the appendix.

第六條 稅捐

Article 6 Taxes and Duties

- (一)以新臺幣報價之項目，除招標文件另有規定外，應含稅，包括營業稅。由自然人投標者，不含營業稅，但仍包括其必要之稅捐。The items quoted in New Taiwan Dollar shall, unless otherwise specified in the Tender Documentation, include taxes, including business tax. However, where the bid tendered by a natural person, business tax is not included, but necessary taxes shall still be included.
- (二)以外幣報價之勞務費用或權利金，加計營業稅後與其他廠商之標價比較。但決標時將營業稅扣除，付款時由機關代繳。The charges for services or royalties quoted in foreign currencies shall be compared with the prices quoted by other tenderer after adding business tax. However, the business tax will be deducted when the bid is awarded, and the Entity shall remit tax when making payment.
- (三)外國廠商在中華民國境內發生之勞務費或權利金收入，於領取價款時按當時之稅率繳納營利事業所得稅。上述稅款在付款時由機關代為扣繳。但外國廠商在中華民國境內有分支機構、營業代理人或由國內廠商開立統一發票代領者，上述稅款在付款時不代為扣繳，而由該等機構、代理人或廠商繳納。For the service fee or royalty income of a foreign Contractor generated within the jurisdiction of R.O.C., the profit-seeking enterprise income tax shall be paid based on the tax rate at the time of payment collection. The aforementioned tax amount is to be withheld by the Entity during the making of payment. However, when a foreign Contractor has a branch institution, a business agent in the jurisdiction of R.O.C. or its domestic company issues a uniform invoice for the collection of payment on behalf of the foreign Contractor, the aforementioned tax amount is not withheld by the Entity during the making of payment but shall be paid by the institution, agent or domestic company.

第七條 履約期限

Article 7 Performance period

(一)履約期限(由機關擇需要者於招標時載明) The time-limit for contract performance (to be specified by the Entity in the Tender Documentation) :

廠商應於____年__月__日以前(決標日 機關簽約日 機關通知日 收到信用狀日起_8_個月內)完成履行採購標的之供應。

The Contractor shall complete the supply of the procurement target on or before ___dd___mm, 2024 (Bid Award Date Tender Signing Date Tender Notification Date Within_8_months from the date of receipt of the letter of credit).

廠商應於__年__月__日至__年__月__日之期間內履行採購標的之供應。

The Contractor shall perform the supply of the procurement target within the period from (dd/mm/yyyy)_____to (dd/mm/yyyy)_____.

其他 Other : _____。

(二)本契約所稱日(天)數,除已明定為日曆天或工作天者外,係以日曆天 工作天計算(由機關於招標時勾選;未勾選者,為日曆天) The number of days as mentioned in the Contract, except otherwise specified as calendar days or working days, shall be in terms of calendar day working day (to be specified by the Entity in the Tender Documentation; “calendar day” will apply, if not specified) :

1. 以日曆天計算者,所有日數,包括第2目所載之放假日,均應計入。但投標文件截止收件日前未可得知之放假日,不予計入。Where “calendar day” is applied, all days, including sub-paragraph 2 specified holidays, shall be included in the time-limit for contract performance, but holidays before tender documents deadline for receipt shall not be included.

2. 以工作天計算者,下列放假日,均應不計入 Where “working day” is applied, the following holidays shall not be included in the time-limit for contract performance :

(1)星期六(補行上班日除外)及星期日。但與(2)至(5)放假日相互重疊者,不得重複計算。Saturdays (except for days adjusted as working days) and Sundays. However, Saturdays and Sundays overlapping with the holidays referred to in (2) through (6) of this subparagraph shall not be counted separately as extra holidays in the time limit for contract performance.

(2)依「紀念日及節日實施辦法」規定放假之紀念日、節日及其補假。

Holiday including Memorial Days, Holidays and its deferred holiday subject to the „Implementation Regulations on Memorial Days and Holidays”

- (3) 軍人節（9 月 3 日）之放假及補假（依國防部規定，但以國防部及其所屬之採購為限）。A deferred holiday for Armed Forces Day (September 3) and its deferred holiday (subject to the regulations prescribed by the Ministry of Defense, and is applicable to military procurement only.)
- (4) 行政院人事行政總處公布之調整放假日。Adjusted and deferred holidays announced by the Directorate-General of Personnel Administration.
- (5) 全國性選舉投票日及行政院所屬中央各業務主管機關公告放假者。National election days and other holidays announced by each central competent authorities subordinate to the Executive Yuan.

3. 免計工作天之日，以不得施作或供應為原則。廠商如欲施作或供應，應先徵得機關書面同意，該日數 應； 免計入履約期間（由機關於招標時勾選，未勾選者，免計入履約期間）。Non-Working Day shall, in principle, be carried out during the days not to be calculated in the time-limit for contract performance. The Contractor shall obtain the Entity's written approval in advance in case of intention to work in these days, and such days shall/ shall not be calculated in the time-limit for contract performance. (to be specified in the Tender Documentation by the Entity; shall not be calculated in the time-limit for contract performance if not specified).

4. 其他：_____（由機關於招標時載明）。Others: _____
 _____(To be specified in the Tender Documentation by the Entity)

前述期間全天之工作時間為上午 _____ 時 _____ 分至下午 _____ 時 _____ 分，中午休息時間為中午 _____ 時 _____ 分至下午 _____ 時 _____ 分；半天之工作時間為上午 _____ 時 _____ 分至下午 _____ 時 _____ 分。

The working hours of a day for the above-mentioned period are from _____ a.m. to _____ p.m. Lunch break is from _____ pm to _____ p.m. The working hours of half a day are from _____ am to _____ pm.

(三) 契約如需辦理變更，其履約標的項目或數量有增減時，履約期限得由雙方視實際需要議定增減之。In the event of any contract amendment

resulting in increase or decrease of the items or quantities of the subject of contract, the time-limit for contract performance may be extended or shortened according to the actual requirements and subject to agreement by both parties.

(四)履約期限延期 The extension of the time-limit for contract performance :

1. 契約履約期間，有下列情形之一，且確非可歸責於廠商，而需展延履約期限者，廠商應於事故發生或消失後，檢具事證，儘速以書面向機關申請展延履約期限。機關得審酌其情形後，以書面同意延長履約期限，不計算逾期違約金。其事由未達半日者，以半日計；逾半日未達1日者，以1日計。Where there is any of the following circumstances that is not attributable to the Contractor within the time-limit for contract performance, and the extension of the time-limit for contract performance is needed, the Contractor shall inform the Entity in writing with evidence and apply for an extension to the Entity in writing, after such circumstance occurs or disappears. After assessing the circumstance, the Entity may agree in writing to extend the period of contract performance and not to calculate liquidated damages for the extension period. If the delay is less than or equal to half a day, it will be counted as half a day; if the delay lasts over half a day but less than a day, it will be counted as a day.

- (1)發生契約規定不可抗力之事故。A force majeure as specified in the contract.
- (2)因天候影響無法施工。Unable to work because of weather.
- (3)機關要求全部或部分暫停履約。Request of suspension of work in whole or in part by the Entity.
- (4)因辦理契約變更或增加履約標的數量或項目。Contract amendment or increase of the quantities or items of the subject of contract.
- (5)機關應辦事項未及時辦妥。Failure of the Entity to fulfill its contractual obligations in time.
- (6)由機關自辦或機關之其他廠商因承包契約相關履約標的之延誤而影響契約進度者。Where the performance is influenced by the delay of work undertaken by the Entity or Entity's other Contractor in fulfill the contract or its related ones.
- (7)其他非可歸責於廠商之情形，經機關認定者。Other circumstances approved by the Entity that are not attributable to the Contractor.

2. 前目事故之發生，致契約全部或部分必須停止履約時，廠商應於停止履約原因消滅後立即恢復履約。其停止履約及恢復履約，廠商應儘速向機關提出書面報告。In the event of suspension of contract in whole or in part due to the circumstances stated in the preceding subparagraph, the Contractor shall resume the contract work immediately after the end of such circumstances. The suspension and resumption of the contract work shall be reported to the Entity in writing by the Contractor as soon as possible.

(五) 期日 The starting and ending dates of the period of contract performance :

1. 履約期間自指定之日起算者，應將當日算入。履約期間自指定之日後起算者，當日不計入。Where the period of contract performance commences from a designated date, the date shall be included. Where the period of contract performance commences after a designated date, the date shall be excluded.

2. 履約標的須於一定期間內送達機關之場所者，履約期間之末日，以機關當日下午下班時間為期間末日之終止。當日為機關之辦公日，但機關因故停止辦公致未達原定截止時間者，以次一辦公日之同一截止時間代之。Where the subject of contract shall be delivered at a premise designated by the Entity in a certain period, the last date of the period ends when the Entity's office hour ends. In case such date is a working day, but the Entity's office is closed before the usual closing time owing to the occurrence of any incident, the period of contract performance shall expire at the same usual closing time on the next working day.

第八條 履約管理

Article 8 Management of Contract Performance

(一) 與契約履約標的有關之其他標的，經機關交由其他廠商承包時，廠商有與其他廠商互相協調配合之義務，以使該等工作得以順利進行。因工作不能協調配合，致生錯誤、延誤履約期限或意外事故，其可歸責於廠商者，由廠商負責並賠償。如有任一廠商因此受損者，應於事故發生後儘速書面通知機關，由機關邀集雙方協調解決。Where the other contracts related to the subject of contract are contracted to the other contractors by the Entity, the Contractor has the responsibility to co-ordinate and co-operate with the other contractors in order to facilitate the fulfillment of contract performance. Where the Contractor fails to co-ordinate and

co-operate with other contractors, thus resulting in error, delay of contract performance, or accident which is attributable to the fault or action of the Contractor, the Contractor shall be responsible for the damages and compensation related thereto. Any contractor suffering damages shall notify the Entity in writing as soon as possible after the occurrence of the above, and the Entity shall invite the parties concerned for negotiating the means of resolution.

- (二) 契約所需履約標的材料、機具、設備、工作場地設備等，除契約另有規定外，概由廠商自備。The materials, machines, equipment, work site facilities required for contract performance shall be supplied by the Contractor, except otherwise specified.
- (三) 廠商接受機關或機關委託之機構之人員指示辦理與履約有關之事項前，應先確認該人員係有權代表人，且所指示辦理之事項未逾越或未違反契約規定。廠商接受無權代表人之指示或逾越或違反契約規定之指示，不得用以拘束機關或減少、變更廠商應負之契約責任，機關亦不對此等指示之後果負任何責任。The Contractor shall confirm the identity of the authorized representative of the Entity or the institution of which the Entity entrusts the service before accepting the instruction from the said representative for contract performance. Moreover, the Contractor shall make sure that the instructions given by the said representative do not violate the provisions of the contract. The instructions given by an unauthorized representative, or the instructions violating the contract shall entitle the Contractor neither to the binding effect on the Entity nor to the right to decrease or alter the Contractor's contractual responsibility. The Entity accepts no responsibility for any consequence of the aforementioned unauthorized instructions.
- (四) 機關及廠商之一方未請求他方依契約履約者，不得視為或構成一方放棄請求他方依契約履約之權利。In the event that either party of the Contract does not request the counter party to fulfill its contractual obligations, it shall not be deemed as an abandonment of the right to request the counter party to fulfill its contractual obligation.
- (五) 契約內容有須保密者，廠商未經機關書面同意，不得將契約內容洩漏予與履約無關之第三人。Where the content of the contract involves any confidential matters, the Contractor shall not disclose them to a third party which is unrelated to contract performance without the Entity's prior written

consent.

(六)廠商履約期間所知悉之機關機密或任何不公開之文書、圖畫、消息、物品或其他資訊，均應保密，不得洩漏。The Contractor is required to keep confidential any secret related to the Entity and undisclosed documents, graphics, news, objects, or other information acquired during contract performance.

(七)轉包及分包 Contract assignment and subcontract :

1. 廠商不得將契約轉包。廠商亦不得以不具備履行契約分包事項能力、未依法登記或設立，或依採購法第 103 條規定不得參加投標或作為決標對象或作為分包廠商之廠商為分包廠商。The Contractor shall not assign the contract to others nor subcontract the contract to any subcontractors that do not have the capability to complete sub-contracting work, are not legally registered or established, or are prohibited from participating in tendering, or being awarded or sub-contracted pursuant to Article 103 of the Act.

2. 廠商擬分包之項目及分包廠商，機關得予審查。The Entity may review the items and subcontractors that the Contractor intends to sub-contract.

3. 廠商對於分包廠商履約之部分，仍應負完全責任。分包契約報備於機關者，亦同。The Contractor shall be fully responsible for the part of contract performed by sub-contractors. The same shall apply even though the sub-contract has been reported to the Entity.

4. 分包廠商不得將分包契約轉包。其有違反者，廠商應更換分包廠商。The subcontractor shall not assign the subcontract to others. In the event of violation, the Contractor shall change such subcontractor.

5. 廠商違反不得轉包之規定時，機關得解除契約、終止契約或沒收保證金，並得要求損害賠償。In the event that the Contractor is in breach of the stipulation of non-assignment, the Entity may terminate the contract, rescind the contract, or forfeit the Contractor's guarantee bond, and in addition claim for damages.

6. 前目轉包廠商與廠商對機關負連帶履行及賠償責任。再轉包者，亦同。The assignee referred to in the preceding subparagraph and the Contractor shall bear the liabilities for performance and damages jointly and severally. The foregoing shall also apply to the cases of re-assignments.

7. 廠商應於下列分包部分開始作業前，將分包廠商名單送機關備查（由

機關視個案情形於招標時載明；未載明者無) The Contractor shall send the list of subcontractors to the Entity for reference prior to commencing the following subcontracted parts (if specified by the Entity in the Tender Documentation to the circumstances of the case; otherwise, not applicable) :

- (1)專業部分 Professional part : _____。
 - (2)達一定數量或金額之部分 The part reaching a certain quantity or amount : _____。
 - (3)進度落後達__%之部分 : _____。(未載明落後百分比者不適用) The part that falls behind schedule by __%: _____. (Not applicable if the lagging percentage is not specified)
- (八)廠商及分包廠商履約，不得有下列情形：僱用依法不得從事其工作之人員（含非法外勞）、供應不法來源之履約標的、使用非法車輛或工具、提供不實證明、違反人口販運防制法、非法棄置廢棄物或其他不法或不當行為。The Contractor and its subcontractor shall not have the following circumstances in performing the contract: employing persons without work permits, supplying the subject of contract from illegal sources, using illegal vehicles or facilities, providing untruthful certificates, violating Human Trafficking Prevention Act, disposing wastes illegally, or any other illegal or inappropriate behaviors.
- (九)廠商應對其履約場所作業及履約方法之適當性、可靠性及安全性負完全責任。The Contractor shall be fully responsible for the suitability, reliability and safety of its performance site operations and performance methods.
- (十)廠商之履約場所作業有發生意外事件之虞時，廠商應立即採取防範措施。發生意外時，應立即採取搶救、復原、重建及對機關與第三人之賠償等措施。Where there is a danger that the Contractor's performance site operations may lead to accidents, the Contractor shall take immediate preventive measures. If an accident occurs, the Contractor shall immediately take actions on rescue, recovery, reconstruction, and pay compensation to the Entity and the third parties where necessary.
- (十一)機關於廠商履約中，若可預見其履約瑕疵，或其有其他違反契約之情事者，得通知廠商限期改善。If the Entity anticipates defects in the Contractor's performance of the contract or in the event of other breaches of contract, the Entity may notify the Contractor to carry out improvements within a time-limit.

(十二)廠商不於前款期限內，依照改善或履行者，機關得採行下列措施 If the Contractor does not carry out improvements or actions as notified within the aforementioned time-limit, the Entity may take the following measures :

1. 自行或使第三人改善或繼續其工作，其風險及費用由廠商負擔。To perform by itself or ask a third party to carry out improvements or the pending work, with the risks and costs to be borne by the Contractor.
2. 終止或解除契約，並得請求損害賠償。Terminate or rescind the contract and request compensation for damages.
3. 通知廠商暫停履約。Notify the Contractor to temporarily suspend the performance of the contract.

(十三)機關提供之履約場所，各得標廠商有共同使用之需要者，廠商應與其他廠商協議或依機關協調之結果共用場所。If the performance site provided by the Entity is needed for common use by the winning bidders, the Contractor should negotiate with other winning bidders or share the site according to the Entity's coordination.

(十四)機關提供或將其所有之財物供廠商加工、改善或維修，其須將標的運出機關場所者，該財物之滅失、減損或遭侵占時，廠商應負賠償責任。機關並得視實際需要規定廠商繳納與標的等值或一定金額之保證金 _____(由機關視需要於招標時載明)。Where the Entity provides or allows its property to be processed, improved, or repaired by the Contractor, and the property needs to be moved out of the Entity's premises, the Contractor shall be liable for compensation for any loss, damage or misappropriation of the property. The Entity may also require the Contractor to pay a security deposit equivalent to the value of the property or a specified amount _____ as deemed necessary by the Entity (to be specified at the time of Tender Documentation as deemed necessary by the Entity).

(十五)履約所需臨時場所，除另有規定外，由廠商自理。Unless otherwise specified, the Contractor shall be responsible for providing temporary premises required for the performance of the contract.

(十六)勞工權益保障 Protection of labor rights and interests :

1. 廠商為自然人時，應提出勞工保險、勞工職業災害保險及全民健康保險投保證明文件。When the Contractor is a natural person, it is necessary to submit labor insurance, labor occupational accident insurance and

national health insurance enrollment supporting documents.

2. 派駐勞工（指受廠商僱用，派駐於機關工作場所，依廠商指示完成契約所定工作項目者）權益保障：（由機關衡酌個案情形於招標時勾選）
Protection of rights and interests of stationed workers (refer to workers employed by the Contractor and assigned to station at the workplace of the Entity, and completing work items specified in the contract according to the instruction of the Contractor): (to be selected by the Entity in the tender documentation depending upon the condition of each individual case).

- (1) 廠商對其派至機關提供勞務之派駐勞工，應訂立書面勞動契約，其內容包含勞動條件、就業與性別歧視禁止、性騷擾防治、遵守義務、違反責任及應注意事項等派駐勞工在機關工作期間之權益與義務事項，並將該契約影本於簽約後_____工作天（由機關衡酌個案情形自行填列；未載明者，為 10 工作天）內或機關另外通知之期限內送機關備查，如履約期間勞動契約有變更者，亦同。勞動契約如有缺漏或違反相關勞動法令，機關應要求廠商補正。上開勞動契約應載明廠商給付派駐勞工薪資期限，及廠商未依該期限給付派駐勞工薪資，經機關催告仍未改正者，同意由機關將應給付廠商價金之一部分，給付派駐勞工（即採購契約所載該派駐勞工薪資，包含加班費、差旅費，但不包含廠商及派駐勞工負擔之勞工保險費、就業保險費、勞工職業災害保險費、積欠工資墊償基金、勞工退休金、健保費及稅捐等費用）。For the stationed workers assigned by the Contractor to provide service at the Entity, it is necessary to establish written employment contract, which shall include stated rights, interests and obligations of labor terms, employment and gender discrimination restriction, sexual harassment prevention, obligation compliance, default liability and precautions, etc. during the working performance period at the Entity's site, and a copy of the abovementioned contract shall be submitted to the Entity for review within _____ working days after the contract is signed (to be specified by the Entity after evaluating conditions of each individual case; otherwise ten (10) working days shall apply if not specified). For any changes to the employment contract during the performance period, the same requirement shall be applied. Where the employment contract is subject to any omission or violation of

relevant labor laws, the Entity shall request the Contractor to make correction. The aforementioned labor contract shall specify the deadline for the Contractor to pay the stationed workers' salaries. If the Contractor fails to pay the stationed workers' salaries within the specified deadline and fails to correct the situation despite being notified by the Entity to do so, the Entity agrees to use a portion of the of the amount due to the Contractor to pay the stationed workers. (This includes the salary for the portion of the of the amount due to the Contractor to pay the stationed workers. (This includes the salary for the stationed workers as specified in the procurement contract, workers as specified in the procurement contract, including overtime pay and travel expenses but excluding labor insurance premiums, employment insurance premiums, labor occupational accident insurance premiums, wage arrears payment fund, labor pension, health insurance premiums, and taxes borne by the Contractor and the stationed workers.

- (2) 廠商如僱用原派駐於機關之派駐勞工，並指派繼續在該機關提供勞務而未中斷年資者，應溯自該派駐勞工在機關提供勞務之第一日併計該派駐勞工服務之年資，計算特別休假日數，以保障其休假權益。派駐勞工依性別工作平等法申請育嬰留職停薪，並於復職後繼續派駐於同機關，除留職停薪期間外，依前揭約定併計特別休假。Where the Contractor employs a stationed workers that has been originally stationed at the Entity and assigns him/her to continue to provide service at the Entity without any discontinuity of service year, then the service year of such stationed worker shall be retroactively traced back to the first day when he/she started to provide service at the Entity, and the number of days of annual leave shall be calculated, in order to protect his/her right to take leaves. Where a stationed worker applies for maternity leave without pay according to the Act of Gender Equality in Employment and continues to station at the same Entity after resumption of job, except for the leave without pa period, the annual leave shall be calculated according to the aforementioned provision.

- (3) 派駐勞工薪資採固定金額(由機關於招標時勾選) For dispatched workers who are paid a fixed amount (selected by the Entity at the

time of Tender Documentation) :

- 按月計酬。每月薪資_____元（由機關於招標時載明；未載明者，詳標價明細表。不得少於勞動基準法規定之最低基本工資）；在機關提供服務期間如不足 1 個月，以每月薪資除以當月日曆天數後，按實際工作日數（含期間之休息日及例假日）比例核算。Payment is calculated monthly, with a salary of _____ per month (specified by the Entity at the time of Tender Documentation; if not specified, please refer to the detailed price list. The salary shall not be lower than the minimum wage set by the Labor Standards Act). If the dispatched worker provides services for less than one month, the salary shall be calculated based on the actual working days (including rest days and holidays during that period) by dividing the monthly salary by the number of calendar days in that month.
- 按日計酬。每日薪資_____元（由機關於招標時載明；未載明者，詳標價明細表。於法定正常工作時間內不得少於勞動基準法基本工資之每小時基本工資額乘以工作時數之金額）。Payment by day. Daily salary is _____ (specified by the Entity at the time of Tender Documentation; if not specified, please refer to detailed price list. The salary during normal working hours shall not be less than the hourly basic wage of the Labor Standards Act multiplied by the number of working hours).
- 按時計酬。每小時薪資_____元（由機關於招標時載明；未載明者，詳標價明細表。不得低於勞動基準法基本工資之每小時基本工資額）。Payment by hour. Hourly salary is _____ (specified by the Entity at the time of Tender Documentation; if not specified, please refer to the detailed pricing list. The hourly salary shall not be lower than the hourly basic wage of the Labor Standards Act).
- (4)廠商對於派至機關提供勞務之派駐勞工，其請假、特別休假(含年資併計給予)、加班(延長工作時間)及年終獎金(獎金或分配紅利)等工資給付之勞動條件，應依勞動基準法暨其施行細則、勞工請假規則及性別工作平等法規定辦理。但廠商為合作社，提供勞務者非屬僱傭關係之社員時，依第 17 款辦理。For the dispatched workers provided by the Contractor to the Entity, the Contractor shall

handle the labor conditions of wage payments for leave, special leave (including seniority leave), overtime (extended working hours), and year-end bonus (bonus or distribution of profits) in accordance with the Labor Standards Act, its enforcement rules, labor leave rules, and regulations of the Act of Gender Equality in Employment. However, if the Contractor is a cooperative and the workers provided are not employees but members of the cooperative, the provisions of Article 17 shall apply.

(5) 廠商對於派至機關提供勞務之派駐勞工，應落實消除對婦女一切形式歧視公約施行法、性別工作平等法之性別歧視禁止、性騷擾防治及性別工作平等措施規定。The Contractor who dispatches workers to provide services to the Entity shall implement the Convention on the Elimination of All Forms of Discrimination Against Women, the Gender Equality in Employment Act, regulations on the prohibition of gender discrimination and prevention of sexual harassment, and measures for gender equality in employment to eliminate all forms of gender discrimination in the workplace.

(6) 廠商不得因派駐勞工提出申訴（含性騷擾）或協助他人申訴（含性騷擾），而予以解僱、調職或其他不利之處分。The Contractor shall not dismiss, transfer, or take any other disadvantageous actions against dispatched workers who file complaints (including sexual harassment) or assist others in filing complaints (including sexual harassment).

(7) 其他 Other：_____

3. 機關發現廠商違反相關勞動法令、性別工作平等法等情事時，檢附具體事證，主動通知當地勞工主管機關或勞工保險局（有關勞工保險、勞工職業災害保險投保及勞工退休金提繳事項）依法查處。When the Entity discovers that the Contractor has violated relevant labor laws and the Gender Equality in Employment Act, it shall attach specific evidence and proactively notify the local labor authority or labor insurance bureau (in matters related to labor insurance, occupational accident insurance, and the collection of labor retirement pensions) to investigate and handle the case in accordance with the law.

4. 機關每__個月（由機關於招標時載明；未載明者，為每1個月）定期抽訪派駐勞工，以瞭解廠商是否如期依約履行其保障勞工權益之義務。The Entity shall conduct regular visits to the dispatched workers every __

months (to be specified by the Entity at the time of Tender Documentation; if not specified, it shall be once every month) to see if the Contractor has fulfilled its obligation to safeguard the rights and interests of workers in accordance with the contract.

5. 機關發現廠商未依約履行保障勞工權益之義務，經查證屬實，除有不可抗力或不可歸責於廠商事由者外，依本目約定計算違約金，如有減省費用或不當利益情形，扣減或追償契約價金。本目所定違約金情形如下，每點新臺幣_____元（由機關於招標時載明，未載明者每點以新臺幣 500 元計），其總額以契約價金總額之 20%為上限（以下各子目所載計罰點數，各機關得於招標文件視個案需要調整之）If the Entity finds that the Contractor has failed to fulfil its obligation to safeguard the rights and interests of workers as agreed and after verification, except for force majeure or reasons not attributable to the Contractor, the default penalty shall be calculated in accordance with this contract. If there are cost savings or improper benefits, the contract price shall be deducted or recovered. The default penalty in this contract is as follows: NTD\$_____ per point (to be specified by the Entity at the time of Tender Documentation; and if not specified, it shall be NTD\$500 per point). The total amount shall not exceed 20% of the total contract price. (The penalty points listed in each item below may be adjusted by each Entity in the Tender Documentation as deemed necessary by the Entity) :
- (1) 未依第 2 目第 1 子目約定辦理者，每一人次計罰 1 點，限期改正仍未改正者，按次連續計罰。If the Contractor fails to comply with the provisions of Sub-item 1 of Item 2, one penalty point shall be imposed for each instance, and if the correction is not made within the specified period, consecutive penalties shall be imposed for each instance.
- (2) 未依第 1 目或第 2 目第 2 子目至第 7 子目約定辦理者，每一人依每一事件計罰 1 點，限期改正仍未改正者，按次連續計罰。If the Contractor fails to comply with the provisions of Item 1 or Sub-items 2 to 7 of Item 2, one penalty point shall be imposed for each event, and if the correction is not made within the specified period, consecutive penalties shall be imposed for each event.
- (3) 其他 Other : _____
6. 機關應提供內部申訴管道予派駐勞工，包括受理單位、申訴方式及流

程等，並公告於機關網站及工作場所顯著之處，並適時向派駐勞工宣導。機關於受理後，應妥為處理，並回復當事人及知會廠商。The Entity shall provide internal channels for complaints to the dispatched workers, including the units responsible for handling complaints, the methods and procedures for filing complaints, etc., and shall post them prominently on the Entity's website and workplace, and appropriately promote them to the dispatched workers. The Entity shall handle the complaints properly after receiving them, and shall reply to the party concerned.

7. 派駐勞工如遭受機關所屬人員性騷擾時，經調查屬實，機關應對所屬人員懲處，並將結果告知廠商及當事人。If a dispatched worker is sexually harassed by personnel belonging to the Entity, and the investigation confirms the harassment, the Entity shall impose disciplinary action on the personnel involved and inform the Contractor and the party concerned of the results.
8. 機關不得自行招募人員，再轉由廠商僱用後派駐於機關工作，亦不得要求廠商僱用特定人員派駐於機關工作。The Entity shall not recruit personnel themselves and then have them employed by the Contractor to work at the Entity and shall not require the Contractor to employ specific personnel to work at the Entity.
9. 廠商派至機關提供勞務之派駐勞工，依相關勞動法令或性別工作平等法規定請假者：(由機關四擇一於招標時載明) If a dispatched worker provided by the Contractor to the Entity needs to take leave according to the relevant labor laws or the Gender Equality in Employment Act, the following options (one of the four) shall be specified by the Entity at the time of Tender Documentation
 - (1) 廠商應指派相同資格及能力人員代理並須經機關同意，其費用由機關另行支付：每人每次請假超過__工作天或每人每月請假累計超過__日(由機關視個案性質於招標文件載明，未載明者均為2日)。The Contractor shall assign a person with the same qualifications and abilities as a replacement worker, and obtain the consent of the Entity. The Entity shall pay for the substitute separately: for each person, if the leave duration exceeds __ working days per instance or accumulates to more than __ days per month. (specified in the Tender Documentation by the Entity depending on the nature of each case, and if not specified, it shall be 2 days).

- (2) 廠商應指派相同資格及能力人員代理並須經機關同意，機關不另行支付費用：每人每次請假超過___工作天或每人每月請假累計超過___日(由機關視個案性質於招標文件載明，未載明者均為 2 日)；但法定天數內之婚假、喪假、產假(包含流產假)，或特別休假，廠商無須指派人員代理。The Contractor shall assign a person with the same qualifications and abilities as a replacement worker, and obtain the consent of the Entity. The Entity shall not pay for the replacement worker, and the replacement worker shall be paid by the Contractor: for each person, if the leave duration exceeds ___ working days per instance or accumulates to more than ___ days per month, (the specific number should be specified in the Tender Documentation by the institution based on the nature of each case, and if not specified, it shall be 2 days); however, for legal days off such as marriage leave, bereavement leave, maternity leave (including miscarriage leave), or special leave, the Contractor is not required to assign a replacement worker.
- (3) 廠商無須指派人員代理。The Contractor is not required to assign a replacement worker.
- (4) 其他 Other : _____

上開派駐勞工請假，其屬依法令不給付全部或部分薪資者，機關應比照扣除契約價金。另上開第 2 子目廠商應派員代理而未派相當之勞工代理者，機關將扣除契約相當金額，扣除金額之計算方式如下(由機關於招標時載明)，廠商不得將未派員代理遭受機關扣款之金額轉嫁予請假之派駐勞工負擔或採取其他不利派駐勞工之作為 If the dispatched worker takes a leave of absence that is not entitled to full or partial payment under relevant laws and regulations, the Entity shall deduct the contract price accordingly. In addition, if the Entity fails to assign a replacement worker to cover the absence as required in the aforementioned Sub-item 2, the Entity shall deduct an equivalent amount from the contract price, which shall be calculated according to the method (specified by the Entity at the time of Tender Documentation). The Contractor shall not the deducted amount imposed by the Entity for not providing a replacement worker to the dispatched worker who took the leave or take any other measures that are disadvantageous to the dispatched worker :

- (1) 依每人每月薪資，除以___小時(由機關於招標時載明；未載明者，為 240 小時)為單價小時基準，乘以未派相當之勞工代理之時數。Divide the monthly salary per person by ___ hours (to be specified by the Entity during the time of Tender Documentation; if not specified, it will be 240 hours) to obtain the hourly rate, and multiply it by the number of hours for which no equivalent labor agent was dispatched.
- (2) 依每人每月之契約價金扣除廠商應提繳之勞工退休金、勞工保險費、就業保險費、工資墊償基金、勞工職業災害保險費、全民健保費、廠商管理費、利潤及稅捐，除以___小時(由機關於招標時載明；未載明者，為 240 小時)為單價小時基準，乘以未派相當之勞工代理之時數。Deduct the labor retirement fund, labor insurance premium, employment insurance premium, wage guarantee fund, labor occupational accident insurance premium, national health insurance premium, Contractor's management fee, profit, and tax according to the monthly contract amount per person. Divide the result by ___ hours (as specified at the time of Tender Documentation by the Entity; if not specified, it will be 240 hours) to obtain the unit hourly rate, and multiply it by the hours for which no equivalent labor agent was dispatched.
- (3) 其他 Other : _____。
- (十七) 合作社社員權益保障 (非屬僱傭關係之社員適用) Protection of Cooperative Members' Rights and Interests (Applicable to non-employment cooperative members) :
1. 提供勞務之社員，合作社應輔導其加入職業工會辦理勞工保險、勞工職業災害保險及全民健康保險。另應為其投保團體傷害保險，保障內容應包含傷害、失能及死亡等項目。其保障不得低於以相同報酬參加勞工職業災害保險者。機關應依商業保險費支付，並以相同條件參加勞工職業災害保險之費用為上限。For cooperative members who provide labor services, the cooperative should assist them in joining the occupational union to handle labor insurance, labor accident insurance, and national health insurance. In addition, the cooperative should take out group accident insurance for them, and the coverage should include injury, disability, and death, among other items. The protection provided should not be less than that provided to those who participate in labor accident

insurance with the same remuneration. The Entity should pay for the commercial insurance premium, and the cost of participating in labor accident insurance under the same conditions should be the upper limit.

2. 提供勞務之社員，其權利義務除依合作社法規定辦理外，應提出社員（代表）大會通過之社員勞務條件規章（名稱合作社得自行訂定），明訂工作規範、教育訓練、福利制度等辦法，但各機關得於招標文件視個案增訂其需用條件（例如工作時數、休息日等）。For cooperative members who provide labor services, their rights and obligations shall be handled in accordance with the regulations of the Cooperative Law, and the cooperative shall propose regulations on labour conditions for cooperative members (the name of which may be determined by the cooperative itself) that has been approved by the general meeting of cooperative members (or their representatives), specifying work standards, education and training, welfare systems, and other measures. However, each Entity may add its specific requirements (such as working hours, rest days, etc.) to the Tender Documentation depending on each case.
3. 在機關提供勞務之社員（含原駐點人員加入合作社為社員者）權益保障：（由機關衡酌個案情形於招標時勾選）The rights and interests of the cooperative members who provide services to the Entity (including those who become members of the cooperative by joining the original stationed personnel) should be protected. (The Entity should consider the specific circumstances of each case and check the appropriate options in the Tender Documentation for ensuring their rights and interests.)

(1) 社員勞務報酬 Remuneration for cooperative members' labor :

- 按月計酬。其勞務報酬不得低於政府公布之基本工資。提供服務期間如不足 1 個月，以每月勞務報酬除以當月日曆天數後，按實際工作日數（含期間之休息日及例假日）比例核算。Paid monthly. The remuneration for their labor shall not be less than the basic wage announced by the government. If the service period is less than 1 month, the remuneration shall be calculated based on the actual working days (including rest days and statutory holidays) in proportion to the number of calendar days in that month, divided by the monthly labor remuneration.

按日計酬。每日勞務報酬_____元（由機關於招標時載

明；未載明者，詳標價明細表。於法定正常工作時間內不得少於勞動基準法基本工資之每小時基本工資額乘以工作時數之金額)。 Paid daily. The daily labor remuneration is NTD\$_____ (to be specified by the Entity at the time of Tender Documentation; if not specified, please refer to the detailed price list. The amount shall not be less than the hourly basic wage under the Labor Standards Act multiplied by the number of working hours during normal working hours).

按時計酬。每小時勞務報酬_____元（由機關於招標時載明；未載明者，詳標價明細表。不得低於勞動基準法基本工資之每小時基本工資額)。 Paid by the hour. Hourly remuneration for labor shall be NTD\$_____ (to be specified by the Entity at the time of Tender Documentation; if not specified, please refer to the detailed price list. It shall not be lower than the hourly basic wage rate of the Labor Standards Act).

- (2)合作社與提供勞務之社員不得有虛偽不實之情事，經機關發現者，機關應檢附具體事證，主動通知合作社主管機關依法查處。 The cooperative and the cooperative members providing labor services shall not engage in false or deceptive conduct. If such conduct is discovered by the Entity, the Entity shall provide concrete evidence and notify the competent authority of the cooperative to investigate and handle it in accordance with the law.
- (3)合作社未依社員(代表)大會通過之社員勞務條件規章辦理，經社員發現者，社員得檢附具體事證向機關申訴。 If the cooperative fails to handle the labor conditions and regulations for members passed by the cooperative members' (representatives) assembly, any cooperative member may file a complaint with the Entity by providing specific evidence.
- (4)機關每__個月(由機關於招標時載明；未載明者，為每 1 個月)定期抽訪提供勞務之社員，以瞭解合作社是否依約履行其保障社員權益之義務。 The Entity shall conduct regular interviews with the cooperative members providing labor services every __ month(s) (as specified at the time of Tender Documentation by the Entity, or if not specified, every 1 month) to see if the cooperative has fulfilled its obligation to protect the rights and interests of its members as agreed.

- (5)機關發現合作社未依約履行保障社員權益之義務，經查證屬實，除有不可抗力或不可歸責於合作社事由者外，依本子目約定計算違約金，如有減省費用或不當利益情形，扣減或追償契約價金。本子目所定違約金情形如下，每點新臺幣_____元（由機關於招標時載明，未載明者每點以新臺幣 500 元計），其總額以契約價金總額之 20%為上限（以下各子目所載計罰點數，各機關得於招標文件視個案需要調整之）If the Entity finds that the cooperative fails to fulfil its obligation to protect the rights and interests of its members according to the contract and the violation is verified, except for force majeure or reasons not attributable to the cooperative, the Entity shall calculate the penalty according to the provisions of this sub-item. If there is any cost saving or improper benefit situation, the contract price shall be deducted or recovered. The amount of penalty for each point is NTD\$_____ (specified by the Entity at the time of Tender Documentation. If not specified, it shall be calculated at NTD\$500 per point). The total amount shall not exceed 20% of the total contract price. (The penalty points for each sub-item below can be adjusted by each Entity at the time of Tender Documentation as the Entity deems necessary :
- ①未依第 3 目第 1 子目（適用勾選本子目選項者）至第 3 子目或約定辦理者，每一人依每一事件計罰 1 點，限期改正仍未改正者，按次連續計罰。For failure to comply with Sub-item 1 of Item 3 (applicable to those who choose this item) to Sub-item 3, each person shall be penalized with one point for each incident. If the violation is not corrected within a specified period, the penalty shall be imposed continuously for each violation.
- ②其他 Other : _____
- (6)機關應提供內部申訴管道予提供勞務之社員，包括受理單位、申訴方式及流程等，並公告於機關網站及工作場所顯著之處，並適時向提供勞務之社員宣導。機關於受理後，應妥為處理，並回復當事人。The Entity shall provide an internal complaint channel for the cooperative members who provide labor services, including the accepting unit, the complaint methods and procedures, etc., and shall announce them prominently on the Entity's website and workplace, and timely promote them to the cooperative members who provide

labor services. After accepting the complaint, the Entity shall handle it properly and reply to the parties concerned.

- (7) 提供勞務之社員如遭受機關所屬人員性騷擾時，經調查屬實，機關應對所屬人員懲處，並將結果告知合作社及當事人。If a cooperative member who provides labor services is sexually harassed by personnel affiliated with the Entity and the investigation confirms it, the Entity shall impose sanctions on the personnel and inform the cooperative and the parties concerned of the results.
- (8) 機關不得自行招募人員，再轉加入合作社為社員於機關提供勞務，亦不得要求合作社指定特定人員於機關提供勞務。The Entity shall not recruit personnel on its own and then transfer them to become members of the cooperative to provide labor services to the Entity and shall not require the cooperative to designate specific personnel to provide labor services to the Entity.
- (十八) 其他(由機關擇需要者於招標時載明) Others (to be specified by the Entity in the Tender Documentation) :
- 廠商所提出之圖樣及書表內對於施工期間之交通維持及安全衛生設施經費應以量化方式編列。The Contractor shall quantify the expenses for traffic maintenance and safety and health facilities during the construction period in the proposed drawings and schedules.
 - 廠商履約期間，應於每月 5 日前向機關提送工作月報，其內容包括工作事項、工作進度、工作人數及時數、異常狀況及因應對策等。During the performance period, the Contractor shall submit a monthly report to the Entity by the 5th day of each month, including work items, work progress, number of workers and hours worked, abnormal situations and corresponding measures, etc.
 - 廠商實際提供服務人員應於完成之圖樣及書表上簽署，並依法辦理相關簽證。所稱圖樣及書表，包括其工作提出之預算書、設計圖、規範、施工說明書及其他依法令及契約應提出之文件。The service personnel actually provided by the Contractor shall sign on the completed drawings and schedules and handle relevant certifications in accordance with the law. The so-called drawings and schedules include budget proposals, design drawings, regulations, construction manuals and other documents required by laws, regulations, and contracts.
 - 與本契約有關之證照，依法規應以機關名義申請，而由廠商代為提

出申請者，其所需規費由機關負擔。Regarding the licenses related to this contract that need to be applied for under the name of the Entity according to the law, if the Contractor is entrusted to submit the application, the necessary fees shall be borne by the Entity.

- 廠商所擬定之招標文件，其內容不得有不當限制競爭之情形。其有要求或提及特定之商標或商名、專利、設計或型式、特定來源地、生產者或供應者之情形時，應於提送履約成果文件上敘明理由。The content of the Tender Documentation prepared by the Contractor shall not have any improper restrictions on competition. If there is a requirement or reference to a specific trademark or trade name, patent, design or type, specific origin, Contractor or supplier, the reason shall be stated in the performance result document submitted.
- 履約標的涉及國家安全資訊、國家機密資訊、國家安全技術、國家機密技術之領域，不允許未具中華民國國民身分者提供履約服務。For the performance objectives related to national security information, national confidential information, national security technology, and national confidential technology, persons who are not citizens of the Republic of China are not allowed to provide performance services.
- 關鍵基礎設施(或機關指定之設施)人員管制特別約定 The special agreements regarding personnel control for critical infrastructure (or facilities designated by the Entity) are as follows :
 1. 本採購履約標的涉關鍵基礎設施(或機關指定之設施)，廠商及分包廠商之履約人員於進場或參與工作前，應配合機關之要求辦理適任性查核經機關審核同意者，始得進場或參與工作。屬臨時性進場者(例如送貨司機及其隨車人員)得免辦理查核，但應接受機關或其指定之單位或人員(例如但不限於專案管理單位)全程陪同或監督管理。For this procurement contract involving critical infrastructure (or facilities designated by the Entity), the personnel of the Contractor and subcontractor shall submit a “Police Criminal Record Certificate” issued within three months before entering or participating in the work (foreigners should provide similar documents issued by their respective governments and have them notarized or certified. However, those who have already provided proof of good behavior when applying for entry visas are exempted) or provide a letter of authorization for

the Entity to apply on their behalf. The certificate should state that there is no criminal record and must be reviewed and approved by the Entity before entering the site or participating in the work. Temporary personnel entering the site (such as delivery drivers and their accompanying personnel) are exempted from submitting the certificate, but should be accompanied or supervised by the Entity or its designated unit or personnel (such as but not limited to project management units) throughout the process.

2. 廠商及分包廠商之履約人員執行工作，應接受機關或其指定之單位或人員(例如但不限於專案管理單位)全程陪同或監督管理。The personnel of the Contractor and subcontractor should accept the Entity or its designated unit or personnel (such as but not limited to project management units) to accompany or supervise them throughout the process while performing their work.

其他 Other：_____。

- (十九) 廠商於設計完成經機關審查確認後，應將設計圖說之電子檔案(如 CAD 檔)交予機關。After the design is completed and confirmed by the Entity, the Contractor shall provide the electronic files of the design drawings (such as CAD files) to the Entity.
- (二十) 廠商使用之柴油車輛，應符合空氣污染物排放標準。The diesel vehicles used by the Contractor must comply with the air pollutant emission standards.
- (二十一) 廠商人員執行契約之委辦事項時，有利益衝突者，應自行迴避，並不得假借執行契約之權力、機會或方法，圖謀其本人、廠商或第三人之不正當利益；涉及本人、配偶、二親等以內親屬，或共同生活家屬之利益者，亦應自行迴避，並由廠商另行指派人員執行。When the Contractor's personnel execute the commissioned matters of the contract, if there is a conflict of interest, they should avoid it on their own and shall not use the power, opportunity or method of executing the contract to seek their own, the Contractor's or a third party's unjustified interest. If the interests involve oneself, spouse, parents within the second degree of kinship, or cohabiting family members, they should also avoid it on their own and the Contractor shall assign other personnel to execute it.
- (二十二) 廠商依契約提供環保、節能、省水或綠建材等綠色產品，應至行政

院環境保護署設置之「民間企業及團體綠色採購申報平臺」申報。
If the Contractor provides green products such as environmental protection, energy-saving, water-saving or green building materials according to the contract, it shall declare them to the “Green Procurement Declaration Platform for Private Enterprises and Groups” set up by the Environmental Protection Administration, Executive Yuan.

第九條 履約標的品管

Article 9 Quality Control of the Subject of Contract

- (一) 廠商在履約中，應對履約品質依照契約有關規範，嚴予控制，並辦理自主檢查。During the period of contract performance, the Contractor shall strictly control and inspect the quality of contract performance in accordance with relevant specifications specified in the contract.
- (二) 機關於廠商履約期間如發現廠商履約品質不符合契約規定，得通知廠商限期改善或改正。廠商逾期未辦妥時，機關得要求廠商部分或全部停止履約，至廠商辦妥並經機關書面同意後方可恢復履約。廠商不得為此要求展延履約期限或補償。Where the Entity finds that the quality of contract performance is not in conformity with the requirements specified in the contract during the period of contract performance, the Entity may notify the Contractor to improve or to rectify the work in a time-limit. Where the Contractor does not improve or rectify in the time-limit, the Entity may request the Contractor to cease performing improve or the contract in whole or in part until the Contractor completes the improvement or rectification and obtains the Entity’s written consent. The Contractor shall not request to extend the period of contract performance or be entitled to any compensation.
- (三) 契約履約期間如有由機關分段審查、查驗之規定，廠商應按規定之階段報請機關監督人員審查、查驗。機關監督人員發現廠商未按規定階段報請審查、查驗，而擅自繼續次一階段工作時，得要求廠商將未經審查、查驗及擅自履約部分重做，其一切損失概由廠商自行負擔。但機關監督人員應指派專責審查、查驗人員隨時辦理廠商申請之審查、查驗工作，不得無故遲延。Where it is specified in the contract that the Entity shall check by stage during the period of contract performance, the Contractor shall submit a request for checking to the Entity’s supervisor in every

specified stage. If the Entity supervisor finds that the Contractor proceeds the next stage of work without request for checking in the previous stage in accordance with requirements, the Entity may request the Contractor to re-do the un-checked portion. Any loss or damage incurred from such action shall be borne by the Contractor. However, the Entity's supervisor shall appoint a person to handle the Contractor's request for checking without undue delay.

- (四) 契約如有任何部分須報請政府主管機關審查、查驗時，除依法規應由機關提出申請者外，應由廠商提出申請，並按照規定負擔有關費用。The Contractor shall, unless an application is to be delivered by the Entity in accordance with laws and regulations, deliver an application for checking of any part of the work that shall be reported and checked by the competent authorities specified in the contract. In addition, the Contractor shall cover the relevant expenses incurred from such checking in accordance with the regulations.
- (五) 廠商應免費提供機關依契約辦理審查、查驗、測試或檢驗所必須之設備及資料。但契約另有規定者，不在此限。契約規定以外之審查、查驗、測試或檢驗，其結果不符合契約規定者，由廠商負擔所生之費用；結果符合者，由機關負擔費用。The Contractor shall provide the necessary instrument, machinery, equipment, labor and data, free of charge, to the Entity for the purpose of conducting checking, testing, inspection, preliminary inspection and final acceptance, except otherwise specified. For checking, testing or inspection outside the scope of the contract, the Contractor shall bear expenses if the results do not meet the requirements of the contract. Otherwise, the expenses shall be borne by the Entity.
- (六) 審查、查驗、測試或檢驗結果不符合契約規定者，機關得予拒絕，廠商應免費改善或改正。Where results from checking, testing or inspection do not meet the requirements of the contract, the Entity may refuse to accept, and the Contractor shall improve, demolish, re-do, recall or replace the subject free of charge.
- (七) 廠商不得因機關辦理審查、查驗、測試或檢驗，而免除其依契約所應履行或承擔之義務或責任，及費用之負擔。The Contractor shall not evade its obligations or responsibilities of the contract and the bearing of related expenses due to checking, testing or inspection conducted by the Entity.
- (八) 機關就廠商履約標的為審查、查驗、測試或檢驗之權利，不受該標的曾

通過其他審查、查驗、測試或檢驗之限制。The Entity's right to check, test or inspect the subject of the contract performed by the Contractor will not be restricted by the fact that the subject has once passed other checking, testing or inspection.

- (九)機關提供設備或材料供廠商履約者，廠商應於收受時作必要之檢查，以確定其符合履約需要，並作成紀錄。設備或材料經廠商收受後，其滅失或損害，由廠商負責。Where the Entity provides equipment or material for the Contractor to perform the contract, the Contractor shall make the necessary checking on acceptance of them, in order to ensure that they meet the requirements in performing contract, and make a note of it in writing. The Contractor shall be responsible for any loss or damage that occurs to the said equipment or material afterwards.

第十條 保險

Article 10 Insurance

- (一)廠商應於履約期間辦理下列保險種類(由機關擇定後於招標時載明；未載明者無)，其屬自然人者，應自行另投保人身意外險 The Contractor shall purchase the following types of insurance during the performance period (as selected by the Entity and specified at the time of Tender Documentation; those not specified shall not apply). If it is a natural person, he/she shall take out personal accident insurance separately :

- 專業責任險。包括因業務疏漏、錯誤或過失，違反業務上之義務，致機關或其他第三人受有之損失。Professional liability insurance, which covers losses incurred by the Entity or other third parties due to business omissions, errors, or negligence and violation of business obligations.
- 雇主意外責任險(履約標的涉派駐勞工者，應擇定)。Employer's liability insurance (if the contract involves dispatched labor, it should be selected).
- 公共意外責任險(履約標的涉舉辦活動者，建議擇定)。Public liability insurance (recommended for contract items involving events)
- 營繕承攬人意外責任險(履約標的之一部分涉工程者，建議擇定)。Maintenance and construction contractor's liability insurance (recommended for contract items involving construction).
- 旅行業責任保險(履約標的涉旅行社安排活動者，建議擇定)。Travel industry liability insurance (recommended to be selected for activities

arranged by travel agencies involved in the performance of the contract).

■其他：依當地法律規定自行辦理履行本案應有之相關保險。 Others: Relevant insurance required by local laws and regulations should be handled independently to fulfil the obligations of this contract.

(二)廠商依前款辦理之保險，其內容如下(由機關視保險性質擇定或調整後於招標時載明) The insurance arranged by the Contractor according to the preceding paragraph shall include the following terms (selected or adjusted by the Entity according to the nature of the insurance and specified at the time of Tender Documentation)：

1. 被保險人：以廠商為被保險人。The insured: The Contractor shall be the insured party.

2. 保險金額：

(1)專業責任險：(由機關依個案特性、規模、風險於招標時載明)

Professional liability insurance: (selected and stated by the Entity based on the characteristics, scale, and risk of the case at the time of Tender Documentation)

契約價金總額。The total contract prices.

契約價金總額之__倍。__ times the total contract price.

契約價金總額之__%。__% of the total contract price.

固定金額__元。A fixed amount of NTD\$__.

(2)雇主意外責任險：(由機關於招標時載明最低投保金額，不得為無限制) Employer's liability insurance: (The minimum insured amount shall be specified by the Entity at the time of Tender Documentation and shall not be unlimited.)

①每一個人體傷或死亡：_____元。Coverage for bodily injury or death per person: NTD\$__.

②每一事故體傷或死亡：_____元。Coverage for bodily injury or death per accident: NTD\$__.

③保險期間內最高累積責任：_____元。Maximum cumulative liability during the insurance period: NTD\$__.

(3)公共意外責任險：(由機關於招標時載明最低投保金額，不得為無限制) Public liability insurance: (The minimum insured amount shall be specified by the Entity at the time of Tender Documentation and shall not be unlimited)

①每一個人體傷或死亡：_____元。Coverage for bodily injury or

death per person: NTD\$_____.

②每一事故體傷或死亡：_____元。Coverage for bodily injury or death per accident: NTD\$_____.

③每一意外事故財損：_____元。Coverage for property damage per accident: NTD\$_____.

④保險期間內最高累積責任：_____元。Maximum accumulated liability during the insurance period: NTD\$_____.

(4)營繕承包人意外責任險：(由機關於招標時載明最低投保金額，不得為無限制) Accidental liability insurance for maintenance and construction contractors: (The minimum insured amount shall be specified by the Entity at the time of Tender Documentation and shall not be unlimited)

①每一個人體傷或死亡：_____元。Coverage for bodily injury or death per person: NTD\$_____.

②每一事故體傷或死亡：_____元。Coverage for bodily injury or death per accident: NTD\$_____.

③每一意外事故財損：_____元。Coverage for property damage per accident: NTD\$_____.

④保險期間內最高累積責任：_____元。Maximum accumulated liability during the insurance period: NTD\$_____.

(5)旅行業責任保險：每一個人體傷或死亡：_____元 (由機關於招標時載明最低投保金額，不得為無限制)。Travel industry liability insurance: Coverage for bodily injury or death per person: NTD\$_____. (The minimum insured amount shall be specified by the Entity at the time of Tender Documentation and shall not be unlimited).

(6)其他保險種類：_____ (請參考上述內容敘明)。
Other types of insurance: _____ (Please refer to the above-mentioned contents).

3. 每一事故之廠商自負額上限：(由機關於招標時載明) Contractor's deductible limit for each incident (to be specified by the Entity at the time of Tender Documentation)

(1)專業責任險：_____元。Professional liability insurance: NTD\$_____.

(2)雇主意外責任險：_____元。Employer's liability insurance: NTD\$_____.

(3)公共意外責任險：_____元。Public liability insurance: NTD\$_____.

(4)營繕承攬人意外責任險：_____元。Accident liability insurance for maintenance and construction contractors: NTD\$_____.

(5)旅行業責任保險：_____元。Travel industry liability insurance: NTD\$_____.

(6)其他保險種類：_____。Other types of insurance: _____.

4. 保險期間：自_____起至契約所定履約期限之日止；_____之日止(由招標機關載明)，有延期或遲延履約者，保險期間比照順延。Insurance period: from___ to___ the date of the performance period stipulated in the contract; to _____ date (specified by the Tender Documentation Entity), if there is an extension or delay in performance, the insurance period shall be extended accordingly.

5. 保險契約之變更、效力暫停或終止，應經機關之書面同意。任何未經機關同意之保險(契約)批單，如致損失或損害賠償，由廠商負擔。Any change, suspension or termination of the insurance contract shall be subject to the written consent of the Entity. Any insurance (contract) endorsement without the consent of the Entity that results in loss or damage compensation shall be borne by the Contractor.

6. 其他 Other：

(三)保險單記載契約規定以外之不保事項者，其風險及可能之賠償由廠商負擔。If the insurance policy does not cover risks or possible compensation beyond the provisions of the contract, the risks and possible compensation shall be borne by the Contractor.

(四)廠商向保險人索賠所費時間，不得據以請求延長履約期限。The Contractor shall not use the time spent claiming from the insurer as a reason to request for an extension of the performance period.

(五)廠商未依契約規定辦理保險、保險範圍不足或未能自保險人獲得足額理賠者，其損失或損害賠償，由廠商負擔。If the Contractor fails to arrange insurance according to the contract, or if the insurance coverage is insufficient, or if the Contractor fails to obtain sufficient compensation from the insurer, the Contractor shall be responsible for the resulting losses or compensation.

(六)保險單正本或保險機構出具之保險證明 1 份及繳費收據副本 1 份，應於辦妥保險後即交機關收執。因不可歸責於廠商之事由致須延長履約期限者，因而增加之保費，由契約雙方另行協議其合理之分擔方式；如因可

歸責於機關之事由致須延長履約期限者，因而增加之保費，由機關負擔。One original copy of the insurance policy or insurance certificate issued by the insurance institution and one copy of the payment receipt shall be submitted to the Entity for collection after the insurance is arranged. If the performance period needs to be extended due to reasons not attributable to the Contractor, the additional premium incurred shall be borne by the contracting parties according to a mutually agreed reasonable allocation method. If the performance period needs to be extended due to reasons attributable to the Entity, the additional premium incurred shall be borne by the Entity.

- (七)廠商應依中華民國法規為其員工及車輛投保勞工保險、就業保險、勞工職業災害保險、全民健康保險及汽機車第三人責任險。其依法免投保勞工保險、勞工職業災害保險者，得以其他商業保險代之。The Contractor should purchase labor insurance, employment insurance, labor accident insurance, national health insurance, and third-party liability insurance for motor vehicles in accordance with the laws and regulations of the Republic of China for its employees and vehicles. If the Contractor is exempted from purchasing labor insurance or labor accident insurance under the law, other commercial insurance may be used instead.
- (八)依法非屬保險人可承保之保險範圍，或非因保費因素卻於國內無保險人願承保，且有保險公會書面佐證者，依第 1 條第 7 款辦理。If the insurance coverage is not included in the insurance that the insurer can provide according to the law, or if there is no insurer willing to provide insurance coverage in the country for non-premium reasons and there is written proof from the Insurance Association, it shall be handled according to Subparagraph 7 of Article 1.
- (九)機關及廠商均應避免發生採購法主管機關訂頒之「常見保險錯誤及缺失態樣」所載情形。Both the Entity and the Contractor shall avoid the situations listed in the “Common Insurance Mistakes and Deficiencies” prescribed by the competent authority of the Procurement Law.

第十一條 保證金(由機關擇定後於招標時載明，無者免填)：

Article 11 Guarantee Bond (to be specified by the Entity in the tender documentation; optional)

- (一)保證金之發還情形如下(由機關擇定後於招標時載明) The circumstances in which the guarantee bond shall be released are as follows (to be specified

by the Entity in the tender documentation) :

- 預付款還款保證，依廠商已履約部分所占進度之比率遞減。Release bond for an advance payment, to be reduced progressively, pro rata to the progress of work of the part that has been fulfilled by the Contractor.
- 預付款還款保證，依廠商已履約部分所占契約金額之比率遞減。Release bond for an advance payment, to be reduced progressively, pro rata to the contract value of the part that has been fulfilled by the Contractor.
- 預付款還款保證，於驗收合格後一次發還。Release bond for an advance payment, to be released in whole upon satisfactory inspection and acceptance.
- 履約保證金於履約驗收合格且無待解決事項後 30 日內發還。有分段或部分驗收情形者，得按比例分次發還。Performance bond to be released within thirty (30) days upon satisfactory performance inspection and acceptance and when nothing is pending to be resolved. Where inspection and acceptance are conducted in stages or in parts, the bond may be released progressively in proportion to the percentage of the stage or part.
- 履約保證金依履約進度分_____期平均發還。Performance bond to be released in _____ equal installments in accordance with the progress of the contract performance.
- 履約保證金依履約進度分_____期發還，各期之條件及比率如下(由機關於招標時載明)：_____。Performance bond to be released in _____ installments in accordance with the progress of the contract performance. The terms and ratio hereof for each installment are as follows: (to be specified by the Entity in the tender documentation): _____.
- 履約保證金於履約驗收合格且無待解決事項後 30 日內發還百分之_____ (由機關於招標時載明)。其餘之部分於_____ (由機關於招標時載明)且無待解決事項後 30 日內發還。Performance bond of ___% (to be specified by the Entity in the tender documentation) to be released within thirty (30) days to be released upon satisfactory inspection and acceptance and when nothing is pending to be resolved. The rest shall be released within thirty (30) days upon _____ (to be specified by the Entity in the tender documentation) and when nothing is pending to be

resolved.

廠商於履約標的完成驗收付款前應繳納保固保證金。The Contractor shall deposit a warranty bond before payment is made for the inspection and acceptance of the subject of contract.

保固保證金於保固期滿且無待解決事項後 30 日內發還。Warranty bond is to be released in whole within thirty (30) days upon expiry of the warranty period and when nothing is pending to be resolved.

差額保證金之發還，同履約保證金。The requirements for performance bond shall apply mutatis mutandis to the price difference bond.

其他 Others：

(二) 因不可歸責於廠商之事由，致終止或解除契約，或暫停履約逾__個月(由機關於招標時載明；未載明者，為 6 個月)者，履約保證金得提前發還。但屬暫停履約者，於暫停原因消滅後應重新繳納履約保證金。因可歸責於機關之事由而暫停履約，其需延長履約保證金有效期之合理必要費用，由機關負擔。In the event that the contract is terminated, rescinded or suspended in whole for more than ___ month(s) (to be specified by the Entity in the tender documentation, “six (6) months” will apply if not specified) for causes not attributable to the Contractor, the performance bond shall be released thereafter. However, where the contract is being suspended, the performance bond shall be deposited again when the cause for the suspension has been eliminated. In the event that the contract is suspended due to causes attributed to the Entity, the reasonable and necessary expenses for extending the validity period of the performance bond shall be borne by the Entity.

(三) 廠商所繳納之履約保證金及其孳息得部分或全部不予發還之情形 Conditions where all or a portion of the performance bond paid by the Contractor and the interests accrued are not returned：

1. 有採購法第 50 條第 1 項第 3 款至第 5 款、第 7 款情形之一，依同條第 2 項前段得追償損失者，與追償金額相等之保證金。Where one of the circumstances provided in Subparagraphs 3 to 5 and 7 of Paragraph 1 of Article 50 of the Act occurs, and that claim for damages may apply pursuant to the first part of Paragraph 2 of the same Article, an amount of the bond equal to the amount of the claim shall not be released.

2. 違反採購法第 65 條規定轉包者，全部保證金。Where the Contractor is in breach of Article 65 of the Act by assigning the contract to other

parties, the whole amount of the bond shall not be released.

3. 擅自減省工料，其減省工料及所造成損失之金額，自待付契約價金扣抵仍有不足者，與該不足金額相等之保證金。Where the Contractor has reduced the work or materials without prior approval, and that the amount of the work or materials thus reduced plus the losses thus incurred cannot be completely set off against the contract value payable, an amount of the bond equal to the insufficient amount shall not be released.
4. 因可歸責於廠商之事由，致部分終止或解除契約者，依該部分所占契約金額比率計算之保證金；全部終止或解除契約者，全部保證金。Where part of the contract is terminated or rescinded due to causes attributable to the Contractor, an amount of the bond calculated basing on the proportion of the contract value accounted for by the value of such part shall not be released; where the whole contract is terminated or rescinded, the whole amount of the bond shall not be released.
5. 查驗或驗收不合格，且未於通知期限內依規定辦理，其不合格部分及所造成損失、額外費用或懲罰性違約金之金額，自待付契約價金扣抵仍有不足者，與該不足金額相等之保證金。Where the subject matter does not pass inspection or acceptance and the Contractor fails to take actions as agreed within the deadline specified in the Entity's notice, and where the amount of the non-conforming parts and the losses thus incurred, plus any additional expenses or punitive penalties cannot be completely set off against the contract value payable, an amount of the bond equal to the insufficient amount shall not be released.
6. 未依契約規定期限或機關同意之延長期限履行契約之一部或全部，其逾期違約金之金額，自待付契約價金扣抵仍有不足者，與該不足金額相等之保證金。Where the Contractor fails to perform the contract in whole or in part within the deadline prescribed in the contract or an agreed extension thereof by the Entity, and that the amount of liquidated damages cannot be completely set off against the contract value payable, an amount of the bond equal to the insufficient amount shall not be released.
7. 須返還已支領之契約價金而未返還者，與未返還金額相等之保證金。Where the Contractor is required to return an amount of the contract value paid but fails to do so, the same amount of the bond shall not be released.

8. 未依契約規定延長保證金之有效期者，其應延長之保證金。Where the Contractor fails to extend the validity period of the bond as agreed by the Contract, the amount of the bond that requires extension shall not be released.
9. 其他因可歸責於廠商之事由，致機關遭受損害，其應由廠商賠償而未賠償者，與應賠償金額相等之保證金。Other circumstances attributable to the Contractor, which results in a loss suffered by the Entity, and that the Contractor fails to pay the compensation which it is liable, the amount of the bond equal to the compensation payable shall not be released.
- (四) 前款不予發還之履約保證金，於依契約規定分次發還之情形，得為尚未發還者；不予發還之孳息，為不予發還之履約保證金於繳納後所生者。The performance bond referred to in the preceding Subparagraph that shall not be released may, for the circumstances in which return in parts is agreed by the contract, be the part that has not been returned; the accrued interest that shall not be returned shall be the interest on such bond accrued after the bond has been deposited.
- (五) 廠商如有第 3 款所定 2 目以上情形者，其不發還之履約保證金及其孳息應分別適用之。但其合計金額逾履約保證金總金額者，以總金額為限。Where two or more circumstances referred to in Subparagraph 3 occur in one contract, the performance bond and the accrued interest thereon not to be released shall be calculated and applied separately. Where the summed amount exceeds the total amount of the performance bond, the total amount of the performance bond shall not be released.
- (六) 保固保證金及其孳息不予發還之情形，準用第 3 款至第 5 款之規定。Subparagraphs 3 to 5 of this Article shall apply mutatis mutandis to the circumstances in which the warranty bond and accrued interest thereon shall not be released.
- (七) 廠商未依契約約定履約或契約經終止或解除者，機關得就預付款還款保證尚未遞減之部分加計年息__%（由機關於招標時合理訂定，如未填寫，則依機關撥付預付款當日中華郵政股份有限公司牌告一年期郵政定期儲金機動利率）之利息（於非可歸責廠商之事由之情形，免加計利息），隨時要求返還或折抵機關尚待支付廠商之價金。Where the Contractor fails to perform as agreed by the Contract, or where the Contract is terminated or rescinded, the Entity may, at any time, demand the Contractor repay the remaining portion of the release bond for advance

payment plus interest of ___% (to be specified rationally by the Entity in the tender documentation, if not specified, At floating rate of one-year term certificate of deposit posted by Chunghwa Post Co., Ltd. on the day that the Entity allocates the advance payment.) (to be exempted from accrual if not due to causes attributable to the Contractor), the Entity may, at any time, demand the Contractor repay the remaining portion of the release bond for advance payment plus interest, or that such amount be set off against the amount payable to the Contractor.

- (八)保證金以定期存款單、連帶保證書、連帶保證保險單或擔保信用狀繳納者，其繳納文件之格式依採購法之主管機關於「押標金保證金暨其他擔保作業辦法」所訂定者為準。Where the guarantee bond is deposited in the form of a certificate of time deposit, a letter of joint guarantee, an insurance policy of joint and several guarantee, or a standby letter of credit, the formats of such documents prescribed by the Regulations for Bid Bond, Guarantee Bond, and Other Guarantees stipulated by the Responsible entity of the Act shall apply.
- (九)保證金之發還，依下列原則處理 The guarantee bond shall be released in the following principles：
1. 以現金、郵政匯票或票據繳納者，以現金或記載原繳納人為受款人之禁止背書轉讓即期支票發還。Where the guarantee bond is deposited in the form of cash, postal money order, financial institution's check or promissory note, the bond will be released by means of cash or a non-negotiable sight check indicating the original depositor as the payee.
 2. 以無記名政府公債繳納者，發還原繳納人；以記名政府公債繳納者，同意塗銷質權登記或公務保證登記。Where the guarantee bond is deposited in the form of a bearer's government bond, the bond will be returned to the original depositor. Where it is deposited in the form of a non-bearer government bond, the Entity agrees to cancel the registration of pledge or registration of public guarantee.
 3. 以設定質權之金融機構定期存款單繳納者，以質權消滅通知書通知該質權設定之金融機構。Where the guarantee bond is deposited in the form of a financial institution's pledged certificate of deposit, the Entity will notify the foresaid financial institution by issuing the cancellation of the pledge of rights.
 4. 以銀行開發或保兌之不可撤銷擔保信用狀繳納者，發還開狀銀行、通

知銀行或保兌銀行。但銀行不要求發還或已屆期失效者，得免發還。Where the guarantee bond is deposited in the form of an irrevocable standby letter of credit issued or confirmed by a bank, the letter of credit will be released to the issuing bank, advising bank, or confirming bank. However, in the event that return is not requested by the bank or the valid period is expired, the return may not be made.

5. 以銀行之書面連帶保證或保險公司之連帶保證保險單繳納者，發還連帶保證之銀行或保險公司或繳納之廠商。但銀行或保險公司不要求發還或已屆期失效者，得免發還。Where the guarantee bond is deposited in the form of a bank's written joint and several guarantee or an insurer's insurance policy of joint and several guarantee, the guarantee bond shall be released to the issuing bank, insurance company or the Contractor. However, in the event that return is not requested by the bank or insurance company, or the valid period is expired, the return may not be made.

(十) 保證書狀有效期之延長 Extension of the valid period of documentary guaranty :

廠商未依契約規定期限履約或因可歸責於廠商之事由，致有無法於保證書、保險單或信用狀有效期內完成履約之虞，或機關無法於保證書、保險單或信用狀有效期內完成驗收者，該保證書、保險單或信用狀之有效期應按遲延期間延長之。廠商未依機關之通知予以延長者，機關將於有效期屆滿前就該保證書、保險單或信用狀之金額請求給付並暫予保管，其所生費用由廠商負擔。其須返還而有費用或匯率損失者，亦同。When the Contractor fails to perform the Contract within a deadline agreed in the Contract, or due to any event attributable to the Contractor that result work cannot be performed within the period of letter of guarantee, insurance policy or letter of credit, or the Entity cannot complete the inspection and acceptance within such period, the same period shall be extended accordingly. If the Contractor has not arranged the extension as advised by the Entity, the Entity will proceed to collect the performance bond into custody before its expiration. All the charges thus incurred because of the collection of the performance bond shall be borne by the Contractor. The aforesaid shall also apply where the expenses or exchange losses due to releasing the guarantee bond herein incurred.

(十一) 履約保證金或保固保證金以其他廠商之履約及賠償連帶保證代之或

減收者，履約及賠償連帶保證廠商（以下簡稱連帶保證廠商）之連帶保證責任，不因分次發還保證金而遞減。該連帶保證廠商同時作為各機關採購契約之連帶保證廠商者，以 2 契約為限。Where the performance bond or warranty bond is substituted or reduced by a joint and several guarantee for performance and compensation provided by another supplier, the joint liability of the Joint-and-several guarantee supplier for contract performance and compensation (hereinafter referred to as the “Joint-and-several guarantee supplier”) released progressively with the release of the guarantee bond in parts. In case the joint liability of such Joint-and-several guarantee supplier provides joint and several guarantee to more than one government procurement contracts at the same time, the maximum number of contracts for which it guarantees shall be limited to two (2).

- (十二)連帶保證廠商非經機關許可，不得自行退保。其經機關查核，中途失其保證能力者，由機關通知廠商限期覓保更換，原連帶保證廠商應俟換保手續完成經機關認可後，始能解除其保證責任。) The Joint-and-several guarantee supplier shall not be entitled to self-withdrawal of the guarantee without the Entity’s prior consent. However, where the Entity deems that said supplier is no longer capable of acting as a Joint-and-several guarantee supplier, the Entity shall notify the Contractor to replace it within a certain deadline. The original Joint-and-several guarantee supplier shall take the joint-and-several responsibility until the replacement procedure is completed upon the Entity’s approval.
- (十三)機關依契約規定認定有不發還廠商履約保證金之情形者，除已洽由連帶保證廠商履約而免補繳者外，該連帶保證廠商應於 5 日內向機關補繳該不發還金額中，原由連帶保證代之或減收之金額。Where the Entity deems that there is a situation in which the Contractor’s performance bond will not be released according to the contract, the joint-and-several guarantee provider shall pay the non-refundable amount to the Entity within five (5) days, except for those who have negotiated for the joint and several guarantee to perform the contract and exempt the payment, unless the Entity has notified the joint-and-several guarantee provider to be exempted from the supplemental payment.
- (十四)廠商為押標金保證金暨其他擔保作業辦法第 33 條之 5 或第 33 條之 6

所稱優良廠商或全球化廠商而減收履約保證金、保固保證金者，其有不發還保證金之情形者，廠商應就不發還金額中屬減收之金額補繳之。其經主管機關或相關中央目的事業主管機關取消優良廠商資格或全球化廠商資格，或經各機關依採購法第 102 條第 3 項規定刊登政府採購公報，且尚在採購法第 103 條第 1 項所定期限內者，亦同。Where the Contractor is an outstanding supplier or a or globalized supplier as referred to in Article 33-5 or Article 33-6 of Regulations for Bid Bond, Guarantee Bond, and Other Guarantees, and whose amount of performance bond or warranty bond is reduced, the Contractor shall make a supplemental deposit that equals to the reduced amount of the unreleased bond or guarantee, in the circumstance that the bond or guarantee shall not be released. The same shall apply to a tenderer whose outstanding tenderer status or globalized tenderer status has been revoked by Taipei City Government, the responsible entity of the Act or the industry central responsible entity in target enterprises, or to a tenderer who has been published by any entity on the Government Procurement Gazette pursuant to Paragraph 3 of Article 102 of the Act, and is still under the effect of the period prescribed in Paragraph 1 of Article 103 of the Act.

(十五)契約價金總額於履約期間增減累計金額達新臺幣 100 萬元者(或機關於招標時載明之其他金額)，履約保證金之金額應依契約價金總額增減比率調整之，由機關通知廠商補足或退還。Where the cumulative amount of any net increase or decrease due to changes of the Contract reaches NT\$ 1 million (or other amount to be specified by the Entity in the tender documentation), the amount of performance bond shall be adjusted according to the proportion of such increase or decrease. The Entity shall notify the Contractor to make supplement or return such adjustment.

第十二條 驗收

Article 12 Inspection and Acceptance

(一)廠商履約所供應或完成之標的，應符合契約規定，具備一般可接受之專業及技術水準，無減少或減失價值或不適於通常或約定使用之瑕疵。The subject to be supplied or completed by the Contractor shall meet the

requirements of the contract, and be of a generally accepted professional and technical standard. There shall be no defects that reduce or destroy its value, or that make it unsuitable for normal or the agreed usage.

(二) 驗收程序(由機關擇需要者於招標時載明) Inspection and acceptance procedure (to be specified by the Entity in the Tender Documentation) :

1. 廠商應於履約標的預定完成履約日前或完成履約當日，將完成履約日期書面通知機關。除招標文件另有規定者外，機關應於收到該書面通知之日起__日(由機關於招標時載明；未載明者，依採購法施行細則第 92 條規定，為 7 日)內會同廠商，依據契約核對完成履約之項目及數量，以確定是否完成履約。The Contractor shall notify the Entity in writing of the completion date of the performance target before or on the completion date of the performance target as scheduled. Unless otherwise specified in the Tender Documentation, the Entity shall, within __ days (as specified by the Entity at the time of Tender Documentation; if not specified, it shall be 7 days in accordance with Article 92 of the Implementation Regulations of the Procurement Law) from the date of receipt of the written notice, together with the Contractor, check the items and quantities of the completed performance in accordance with the contract to determine whether the performance has been completed.

2. 履約標的完成履約後，有初驗程序者，廠商應於完成履約後__日(由機關於招標時載明；未載明者，依採購法施行細則第 92 條規定，為 7 日)內，將相關資料送請機關審核。機關應於收受全部資料之日起__日(由機關於招標時載明；未載明者，依採購法施行細則第 92 條規定，為 30 日)內辦理初驗，並作成初驗紀錄。初驗合格後，機關應於__日(由機關於招標時載明；未載明者，依採購法施行細則第 93 條規定，為 20 日)內辦理驗收，並作成驗收紀錄。If there is a preliminary inspection process for the completion of the performance target, the Contractor shall submit relevant information to the Entity for review within __ days after the completion of the performance. The Entity shall complete the preliminary inspection within __ days after receiving all the information (as stated by the Entity at the time of Tender Documentation; if not stated, it shall be 30 days according to Article 92 of the Implementation Rules of the Procurement Law) and make a preliminary inspection record. After passing the

preliminary inspection, the Entity shall complete the acceptance within __ days (as stated by the Entity at the time of Tender Documentation; if not stated, it shall be 20 days according to Article 93 of the Implementation Rules of the Procurement Law) and make an acceptance record.

3. 履約標的完成履約後，無初驗程序者，機關應於接獲廠商通知備驗或可得驗收之程序完成後__日（由機關於招標時載明；未載明者，依採購法施行細則第 94 條規定，為 30 日）內辦理驗收，並作成驗收紀錄。If there is no preliminary inspection procedure for the performance target after completion of the performance, the Entity shall conduct acceptance inspection and make an acceptance record within __ days (as specified by the Entity at the time of Tender Documentation; if not specified, it shall be 30 days according to Article 94 of the Implementation Rules of the Procurement Law) after receiving the notice from the Contractor that the inspection has been completed or that acceptance can be granted.
4. 其他(例如得依履約進度分期驗收，並得視案件情形採書面驗收)：廠商依履約進度分期驗收，並需提供書面資料辦理驗收。Others (such as acceptance by stages according to the progress of performance, and written acceptance may be adopted depending on the circumstances of the case): The Contractor shall conduct acceptance by stages according to the progress of performance and provide a deliverables booklet for written acceptance.
5. 廠商未依機關通知派代表參加初驗或驗收者，除法規另有規定外，不影響初驗或驗收之進行及其結果。如因可歸責於機關之事由，延誤辦理初驗或驗收，該延誤期間不計逾期違約金；機關因此造成延遲付款情形，其遲延利息，及廠商因此增加之延長保證金費用，由機關負擔。If the Contractor fails to send representatives to participate in the preliminary inspection or acceptance as notified by the Entity, unless otherwise provided by laws and regulations, it shall not affect the progress or results of the preliminary inspection or acceptance. If the Entity delays in conducting the preliminary inspection or acceptance due to reasons attributable to the Entity, the overdue breach penalty shall not be counted during the delay period; the interest on delayed payment and the additional extension of the warranty deposit incurred by the

Contractor shall be borne by the Entity.

- (三)履約標的完成履約後，廠商應對履約期間損壞或遷移之機關設施或公共設施予以修復或回復，並將現場堆置的履約機具、器材、廢棄物及非契約所應有之設施全部運離或清除，並填具完成履約報告，經機關勘驗認可，始得認定為完成履約。After the completion of the performance target, the Contractor shall repair or restore any damage or relocation of the facilities or public facilities of the Entity during the performance period, and shall remove or clear all performance equipment, equipment, waste and facilities that are not required by the contract, and fill out a completion report. Only after the Entity has verified and approved it, can it be deemed as completing the performance.
- (四)履約標的部分完成履約後，如有部分先行使用之必要，應先就該部分辦理驗收或分段審查、查驗供驗收之用。If it is necessary to use a part of the performance target before the completion of the entire performance, the Contractor shall first carry out acceptance inspection or segmented review and inspection for the purpose of acceptance.
- (五)廠商履約結果經機關初驗或驗收有瑕疵者，機關得要求廠商於_____日內（機關未填列者，由主驗人定之）改善、拆除、重作、退貨或換貨（以下簡稱改正）。逾期未改正者，依第 13 條規定計算逾期違約金。但逾期未改正仍在契約原訂履約期限內者，不在此限。Where a defect is discovered in the Contractor's performance of the contract during preliminary inspection or acceptance inspection by the Entity, the Contractor may be required by the Entity to carry out improvement, removal, re-working, return or replacement (hereafter referred to as “corrective action”) within _____ days (a different deadline can be specified by the chief inspector in special circumstances). Failure to take corrective action by the given deadline will result in a breach of contract penalty being imposed in accordance with Article 13. This provision does not apply if the delay in corrective action is still within the original deadline for contract performance.
- (六)廠商不於前款期限內改正、拒絕改正或其瑕疵不能改正，或改正次數逾_____（由機關於招標時載明；無者免填）次仍未能改正者，機關得採行下列措施之一 If the Contractor fails to take corrective action by the deadline given in the preceding sub-paragraph, refuses to take corrective action, the defect cannot be corrected, or correction action has been taken more than

times (to be specified by the Entity at time of tender; optional) then one of the following actions may be taken by the Entity :

1. 自行或使第三人改善，並得向廠商請求償還改善必要之費用。

Undertake corrective action directly or direct a third-party to do so then ask the Contractor to pay the necessary costs for said corrective action.

2. 終止或解除契約或減少契約價金。Terminate or rescind the contract, or reduce the contract price.

(七)因可歸責於廠商之事由，致履約有瑕疵者，機關除依前 2 款規定辦理外，並得請求損害賠償。If the defect in contract performance is attributable to the Contractor, the Entity may also request compensation in addition to provisions specified in the preceding two sub-paragraphs.

第十三條 遲延履約

Article 13 Delay of Contract Performance

(一)逾期違約金，以日為單位，按逾期日數，每日依契約價金總額 % (由機關於招標時載明比率；未載明者，為 1%) 計算逾期違約金，所有日數 (包括放假日等) 均應納入，不因履約期限以工作天或日曆天計算而有差別。因可歸責於廠商之事由，致終止或解除契約者，逾期違約金應計算至終止或解除契約之日止 The amount of liquidated damages for delay is calculated by day and shall apply at ___ % of the total contract price. (to be specified by the Entity in the Tender Documentation; 1% shall apply if not specified), all days (including holidays) shall be included in the time-limit for contract performance without difference of deadline of contract counting by working days or calendar days. Where the contract is terminated or rescinded due to causes attributable to the Contractor, the amount of liquidated damages shall be calculated to the day of termination or rescission of the contract :

1. 廠商如未依照契約所定履約期限完成履約標的，自該期限之次日起算逾期日數。Where the Contractor fails to complete the contractual obligations within the time- limit for contract performance, the number of days exceeding the time- limit for contract performance shall be calculated from the next day thereof.

2. 初驗或驗收有瑕疵，經機關通知廠商限期改正，自契約所定履約期限之次日起算逾期日數，但扣除以下日數 Where there are any defects discovered by preliminary inspection or inspection and acceptance, and such have been notified by the Entity for modification within a time-limit,

the number of days exceeding the time-limit for contract performance shall be calculated from the next day to the time-limit for contract performance, excluding the days specified below :

- (1) 履約期限之次日起，至機關決定限期改正前歸屬於機關之作業日數。From the next day of the time-limit for contract performance, the days which the Entity has spent before determining the time-limit for modification.
 - (2) 契約或主驗人指定之限期改正日數（機關得於招標時刪除此部分文字）。The days for modification specified in the contract or designated by the chief inspector (The Entity may remove this clause from the Tender Documentation)
3. 前 2 目未完成履約/初驗或驗收有瑕疵之部分不影響其他已完成且無瑕疵部分之使用者（不以機關已有使用事實為限，亦即機關可得使用之狀態），按未完成履約/初驗或驗收有瑕疵部分之契約價金，每日依其__%（由機關於招標時載明比率；未載明者，為 3%）計算逾期違約金，其數額以每日依契約價金總額計算之數額為上限。Where the unfulfilled portion of the Contract/ Where there are any defects discovered by preliminary inspection or inspection in the above 2 preceding items does not interfere with the use of the finished portion (irrelevant to whether the Entity has used the same or not), the liquidated damages for the delay shall be calculated based on__% (to be specified by the Entity in the Tender Documentation; if not specified, 3% shall apply) of the contract price of the unfulfilled portion, and the maximum value of such amount shall be limited to the amount calculated based on the total contract price per day.
4. 廠商如有第 8 條第 16 款第 9 目應派員代理而未派相當之勞工代理情形，除扣減該部分契約價金外，另自應派員代理而未派相當之勞工代理之日起算違約日數，違約金依該請假派駐勞工每月薪資__%(由機關於招標時載明；未載明者，為 20%)，除以__日(由機關於招標時載明；未載明者，為 30 日)為單價日基準，乘以違約日數。Where the Contractor is subject to the condition of failure to assign equivalent workers as substitutes according to Item 9 of Subparagraph 16 of Article 8, in addition to that a portion of the contract price shall be deducted, for the number of days of default starting from the date when the Contractor fails to assign an equivalent worker as a substitute, liquidated damages shall be further calculated based on __% (to be specified by the Entity in the Tender

Documentation; if not specified, 20% shall apply) of the monthly salary of the stationed worker taking leave, divided by ___ days (to be specified by the Entity in the Tender Documentation; if not specified, thirty (30) days shall apply) as the unit price day basis for multiplying by the number of days of default in order to obtain the amount of liquidated damages.

(二)採部分驗收或分期驗收者，得就該部分或該分期之金額計算逾期違約金。

Where a partial inspection and acceptance is adopted, the amount of liquidated damages for delay may be calculated basing on the contract price of inspected portion.

(三)逾期違約金之支付，機關得自應付價金中扣抵；其有不足者，得通知廠商繳納或自保證金扣抵。The Entity may directly deduct the amount of liquidated damages for delay from the contract price payable. Where there is an insufficient amount for deduction, the Entity may notify the Contractor to pay for it or deduct it from the guarantee bond.

(四)逾期違約金為損害賠償額預定性違約金，其總額(含逾期未改正之違約金)，以契約價金總額之___%(由機關於招標時載明，但不高於 20%；未載明者，為 20%)為上限，不包括第 8 條第 16 款第 5 目之違約金，亦不計入第 14 條第 8 款第 2 目之賠償責任上限金額內。The amount of liquidated damages for delay is a pre-set amount of penalty for compensation of damages, and it shall not exceed ___%(to be specified by the Entity in the Tender Documentation, 20% shall apply if not specified) of the total contract price, excluding the punitive fine described in Item 5 of Subparagraph 16 of Article 8, and the amount of liability for compensation referred to in subparagraph 14 of Article 8 shall not be included in the cap amount.

(五)機關及廠商因下列天災或事變等不可抗力或不可歸責於契約當事人之事由，致未能依時履約者，得展延履約期限；不能履約者，得免除契約責任 Where it is due to the following force majeure, such as natural disasters or extreme circumstances, or other circumstances not attributable to the contracting parties, that the contractual time-limit cannot be fulfilled by the Entity or the Contractor, the Contractor may apply for an extension of the time-limit for contract performance pursuant to subparagraph 5 of Article 7; or that the contract cannot be fulfilled, the contractual obligations may be exempted :

1. 戰爭、封鎖、革命、叛亂、內亂、暴動或動員。War, blockade, revolution,

- insurrection, civil commotion, riot or mobilization;
2. 山崩、地震、海嘯、火山爆發、颱風、豪雨、冰雹、水災、土石流、土崩、地層滑動、雷擊或其他天然災害。Mountain collapse, earthquake, tsunami, volcanic eruption, typhoon, hurricane, torrential rain, hail, flood, earth flow, land collapse, landslide, thunder strike or any other natural disaster;
 3. 墜機、沉船、交通中斷或道路、港口冰封。Plane crash, shipwreck, traffic interruption or icing of road or harbor;
 4. 罷工、勞資糾紛或民眾非理性之聚眾抗爭。Strike, dispute between workers and employers or irrational massive public protest;
 5. 毒氣、瘟疫、火災或爆炸。Poisonous gas, plague, fire or explosion;
 6. 履約標的遭破壞、竊盜、搶奪、強盜或海盜。The subject of contract is destroyed, stolen, robbed or met with robbers or pirates;
 7. 履約人員遭殺害、傷害、擄人勒贖或不法拘禁。Personnel responsible for the contract performance are murdered, injured, kidnapped or detained illegally;
 8. 水、能源或原料中斷或管制供應。Water, energy or raw materials is/are interrupted or controlled for its/their supply;
 9. 核子反應、核子輻射或放射性污染。Nuclear reaction, nuclear radiation or radioactive contamination;
 10. 非因廠商不法行為所致之政府或機關依法令下達停工、徵用、沒入、拆毀或禁運命令者。Suspension of work, commandeering, confiscation, dismantling or embargo ordered by government or the Entity in accordance with relevant government regulations, which are not attributable to the Contractor's illegal acts;
 11. 政府法令之新增或變更。Any supplement or amendment of government laws and regulations;
 12. 我國或外國政府之行為。Act of government of the Republic of China or foreign countries;
 13. 依傳染病防治法第 3 條發生傳染病且足以影響契約之履行時。Where communicable disease described in Article 3 of the Communicable Disease Control Act occurs and it is sufficient to affect the performance of the contract.
 14. 其他經機關認定確屬不可抗力或不可歸責於廠商者。Other circumstances approved by the Entity as force majeure.

- (六)前款不可抗力或不可歸責事由發生或結束後，其屬可繼續履約之情形者，應繼續履約，並採行必要措施以降低其所造成之不利影響或損害。After the occurrence or the end of the above force majeure or matters not attributable, the party concerned shall continue to perform the contract, if the continuation of the contract performance is possible, in addition, the party concerned shall take all necessary measures to mitigate the adverse effect or damages thereof.
- (七)廠商履約有遲延者，在遲延中，對於因不可抗力而生之損害，亦應負責。但經廠商證明縱不遲延給付，而仍不免發生損害者，不在此限。In the event of delay of contract performance attributable to the Contractor, the Contractor shall also be responsible for any damages arising from circumstances of force majeure, unless the Contractor can prove that the damages would have been sustained, even if the contract had been performed in due time.
- (八)契約訂有分段進度及最後履約期限，且均訂有逾期違約金者，屬分段完成使用或移交之情形，其逾期違約金之計算原則如下 If the contract has prescribed stages of progress and the overall time-limit of contract performance, and the amount of liquidated damages for delay related thereto, the aforesaid amount by stage of completion for use or transfer to the Entity shall be calculated in the following principles：
1. 未逾分段進度但逾最後履約期限者，扣除已分段完成使用或移交部分之金額，計算逾最後履約期限之違約金。Where there is a delay in the overall time-limit of contract performance but no delay in stages, the amount of liquidated damages for delay will be calculated basing on the delay over the overall time-limit of contract performance after deducting the value of the already completed or transferred stages.
 2. 逾分段進度但未逾最後履約期限者，計算逾分段進度之違約金。Where there is a delay in stages but no delay in the overall time-limit of contract performance, the amount of liquidated damages for delay will be calculated basing on the delayed stage.
 3. 逾分段進度且逾最後履約期限者，分別計算違約金。但逾最後履約期限之違約金，應扣除已分段完成使用或移交部分之金額計算之。Where there is a delay in stages and the overall time-limit of contract performance concurrently, the amount of liquidated damages for delay will be separately calculated. However, the amount of liquidated

damages for delay in the overall time-limit shall be calculated after deducting the value of the already completed or transferred stages.

4. 分段完成期限與其他採購契約之進行有關者，逾分段進度，得個別計算違約金，不受前目但書限制。Where the time-limit in stages of contract performance is related to the progress of another procurement contract, the amount of liquidated damages for delay may be calculated for each stage without application of the last sentence of the preceding sub-paragraph.

(九) 契約訂有分段進度及最後履約期限，且均訂有逾期違約金者，屬全部完成後使用或移交之情形，其逾期違約金之計算原則如下 If a contract has prescribed stages of progress and the overall time-limit of contract performance, and the amount of liquidated damages for delay related thereto, the aforesaid amount by full completion for use or transfer to the Entity shall be calculated in the following principles :

1. 未逾分段進度但逾最後履約期限者，計算逾最後履約期限之違約金。Where there is a delay in the overall time-limit of contract performance but no delay in stages, the amount of liquidated damages for delay will be calculated basing on the delay over the overall time-limit of contract performance.
2. 逾分段進度但未逾最後履約期限，其有逾分段進度已收取之違約金者，於未逾最後履約期限後發還。Where there is a delay in stages but no delay in the overall time-limit of contract performance, the amount of liquidated damages taken for stage delays shall be returned if the overall time-limit is not exceeded.
3. 逾分段進度且逾最後履約期限，其有逾分段進度已收取之違約金者，於計算逾最後履約期限之違約金時應予扣抵。Where there is a delay in stages and the overall time-limit of contract performance concurrently, the amount of liquidated damages taken for stage delays shall be deducted while calculating the amount of liquidated damages for delay in the overall time-limit.
4. 分段完成期限與其他採購契約之進行有關者，逾分段進度，得計算違約金，不受第 2 目及第 3 目之限制。Where the time-limit in stages of contract performance is related to the progress of other procurement contracts, the amount of liquidated damages for delay in stage may be calculated without application of sub-paragraph 2 and sub-paragraph 3.

- (十)廠商未遵守法令致生履約事故者，由廠商負責。因而遲延履約者，不得據以免責。For any accidents that occur in contract performance due to the Contractor's violation of laws or regulations, the Contractor shall be responsible for it without holding the Entity liable. Moreover, any delay of contract performance resulting from such violation, the contractual obligations shall not be exempted.
- (十一)本條所稱「契約價金總額」為：結算驗收證明書所載結算總價，並加計可歸責於廠商之驗收扣款金額；原契約總金額（由機關於招標時勾選；未勾選者，為第 1 選項）。有契約變更之情形者，雙方得就變更之部分另為協議（例如契約變更新增項目或數量之金額）。The “total contract price” prescribed in this Article shall be: the final payment amount specified in the certificate of settlement and acceptance, plus the deducted amount due to causes attributable to the Contractor; the original contract price (to be specified by the Entity in the Tender Documentation; the former shall apply if not specified).Where there is any contract amendments, both parties may negotiate for an agreement on the amended portion (For instance, the amount of value of newly added items or quantities due to contract amendments).

第十四條 權利及責任

Article 14 Rights and Responsibilities

- (一)廠商應擔保第三人就履約標的，對於機關不得主張任何權利。The Contractor shall guarantee that a third party shall not claim against the Entity any rights on the subject of contract performance.
- (二)廠商履約，其有侵害第三人合法權益時，應由廠商負責處理並承擔一切法律責任及費用，包括機關所發生之費用。機關並得請求損害賠償。The Contractor shall be liable for handling and bearing all legal obligations and costs for infringement on the legal rights of a third party in relation to the contract performance, including any cost incurred to the Entity. The Entity may claim for compensation for damages.
- (三)廠商履約結果涉及履約標的所產出之智慧財產權（包含專利權、商標權、著作權、營業秘密等）者：（由機關於招標時載明，互補項目得複選。如僅涉及著作權者，請就第 1 目至第 6 目及第 10 目勾選。註釋及舉例文字，免載於招標文件）If the performance of the Contractor involves

intellectual property rights (including patents, trademarks, copyrights, trade secrets, etc.) produced by the performance target, (the Entity shall specify at the time of Tender Documentation, and complementary items may be re-selected. If it only involves copyrights, please check Items 1-6 and Item 10. Notes and example text are not required to be included in the tender documents.)

註：1. 在流通利用方面，考量履約標的之特性，如其內容包含機關與廠商雙方之創作智慧，且不涉及機關安全、專屬使用或其他特殊目的之需要，機關得允許此著作權於機關外流通利用，以增進社會利益。機關亦宜考量避免因取得不必要之權利而增加採購成本。

Note: 1. In terms of circulation and use, considering the characteristics of the performance target, if its content includes the creative intelligence of both the Entity and the Contractor, and does not involve the Entity's security, exclusive use, or other special purposes, the Entity may allow this copyright to be circulated and utilized outside the Entity to enhance social benefits. The Entity shall also consider avoiding increasing procurement costs by obtaining unnecessary rights.

2. 履約標的如非完全客製化而產生之著作，建議約定由廠商享有著作人格權及著作財產權，機關則享有不限時間、地域、次數、非專屬、無償利用、並得再轉授權第三人之權利，廠商承諾對機關及其再授權利用之第三人不行使著作人格權。If the performance object is not entirely customized and produces copyrighted works, it is recommended to agree that the Contractor enjoys the moral rights and property rights of the authorship, and the Entity enjoys the right to use them indefinitely, anywhere, anytime, non-exclusively, without charge, and the right to transfer to a third party. The Contractor undertakes not to exercise moral rights on behalf of the Entity and third parties authorized by the Entity.

1 以廠商為著作人，並取得著作財產權，機關則享有不限時間、地域、次數、非專屬、無償利用、並得再轉授權第三人利用之權利，廠商承諾對機關及其再授權利用之第三人不行使著作人格權。(項目由機關於招標時勾選) The Contractor shall be considered the author of the work and shall acquire copyright ownership. The Entity shall have the right to use the work without limit as to time, territory, number of uses,

non-exclusive, free of charge, and the right to further authorize third parties to use the work. The Contractor agrees not to exercise moral rights against the Entity and any third party authorized to use the work. (Items to be checked by the Entity at the time of Tender Documentation.)

【1】 重製權 Reproduction right

【2】 公開口述權 Public performance right by means of oral recitation

【3】 公開播送權 Public transmission right

【4】 公開上映權 Public screening right

【5】 公開演出權 Public performance right by means of performance

【6】 公開傳輸權 Public transmission right

【7】 公開展示權 Public display right

【8】 改作權 Adaptation right

【9】 編輯權 Editing right

【10】 出租權 Rental right

例：採購一般共通性需求規格所開發之著作，如約定由廠商取得著作財產權，機關得就業務需要，為其內部使用之目的，勾選【1】重製權及【9】編輯權。如機關擬自行修改著作物，可勾選【8】改作權。如採購教學著作物，可勾選【2】公開口述權及【3】公開播送權。

Example: For a work developed based on the general common demand specifications, if it is agreed that the Contractor will obtain the copyright, the Entity may select the reproduction right (1) and the editing right (9) for its internal use purposes. If the Entity plans to modify the work on its own, it may select the adaptation right (8). If it is purchasing a teaching work, it may select the public performance right by means of oral recitation (2) and the public transmission right (3).

2 以廠商為著作人，其下列著作財產權於著作完成同時讓與機關，廠商並承諾對機關及其同意利用之人不行使其著作人格權。(項目由機關於招標時勾選) The intellectual property rights to the following works shall be assigned to the Entity upon completion of the works by the Contractor as the author, and the Contractor shall undertake not to exercise its moral rights as the author against the Entity and those who

have been authorized by the Entity to use the works. (Items to be selected by the Entity during Tender Documentation)

- 【1】 重製權 Reproduction right
- 【2】 公開口述權 Public performance right by means of oral recitation
- 【3】 公開播送權 Public transmission right
- 【4】 公開上映權 Public screening right
- 【5】 公開演出權 Public performance right by means of performance
- 【6】 公開傳輸權 Public transmission right
- 【7】 公開展示權 Public display right
- 【8】 改作權 Adaptation right
- 【9】 編輯權 Editing right
- 【10】 出租權 Rental right

例：採購一般共通性需求規格所開發之著作，機關得就業務需要，為其內部使用之目的，勾選【1】重製權及【9】編輯權。如機關擬自行修改著作物，可勾選【8】改作權。如採購教學著作物，可勾選【2】公開口述權及【3】公開播送權。

Example: If the procurement is for the development of a general common requirement specification, the Entity may select the rights of (1) reproduction and (9) editing for internal use purposes. If the Entity plans to modify the work itself, it may select the right of adaptation (8). If the procurement is for teaching materials, the Entity may select the public performance right by means of oral recitation (2) and the public transmission right (3).

- 3■ 以廠商為著作人，機關取得著作財產權，廠商並承諾對機關及其同意利用之人不行使其著作人格權。The Contractor is considered the author of the work, and at the time of completion of the following works, the intellectual property rights shall be assigned to the Entity, and the Contractor shall undertake not to exercise its moral rights as the author against the Entity or anyone authorized by the Entity to use the works.

例：採購機關專用或機關特殊需求規格所開發之著作，機關取得著作財產權之全部。

Example: The procurement of works developed based on the specifications for the Entity's exclusive or specific needs shall result in the Entity acquiring all of the intellectual property rights to

the works.

- 4 機關與廠商共同享有著作人格權及著作財產權。The Entity and the Contractor share the moral rights and the intellectual property rights of the work.

例：採購廠商已完成之著作，並依機關需求進行改作，且機關與廠商均投入人力、物力，該衍生之共同完成之著作，其著作人格權由機關與廠商共有，其著作財產權享有之比例、授權範圍、後續衍生著作獲利之分攤內容，由機關於招標時載明。

Example: The Contractor has completed the work, and the Entity has modified it according to its needs. Both the Entity and the Contractor have invested manpower and material resources in the completion of the derivative work. The moral rights of the work are jointly owned by the Entity and the Contractor. The proportion of the intellectual property rights ownership, the scope of authorization, and the sharing of profits from subsequent derivative works shall be specified by the Entity at the time of Tender Documentation.

- 5 機關有權永久無償利用該著作財產權。The Entity has the right to use the intellectual property rights of the work permanently and free of charge.

例：履約標的包括已在一般消費市場銷售之套裝資訊軟體，機關依廠商或第三人之授權契約條款取得永久無償使用權。

Example: The performance obligations include pre-packaged commercial off-the-shelf software that is already sold in the general consumer market. The Entity obtains permanent free usage rights based on the terms of the Contractor's or third-party's licensing agreement.

- 6 以機關為著作人，並由機關取得著作財產權之全部，廠商於完成該著作時，經機關同意：(項目由機關於招標時勾選) The Entity is the author of the work, and the Entity obtains all the intellectual property rights. When the Contractor completes the work, with the Entity's consent: (checked by the Entity at the time of Tender Documentation)

【1】 取得使用授權與再授權之權利，於每次使用時均不需徵得機關之同意。The right to use and re-license, without the need to obtain the Entity's consent each time it is used.

【2】 取得使用授權與再授權之權利，於每次使用均需徵得機關同意。The right to use and re-license, subject to obtaining the Entity's consent each time it is used.

7 機關取得部分權利（內容由機關於招標時載明）。The Entity acquires partial rights (details specified at the time of Tender Documentation).

8 機關取得全部權利。The Entity acquires all rights.

9 機關取得授權（內容由機關於招標時載明）。The Entity acquires authorization (details specified at the time of Tender Documentation).

10 其他。（內容由機關於招標時載明）Others (details specified at the time of Tender Documentation).

例：機關得就其取得之著作財產權，允許廠商支付對價，授權廠商使用。

Example: The Entity may allow the Contractor to use the acquired intellectual property rights in exchange for payment.

11. 廠商依本契約提供機關服務時，如使用開源軟體，應依該開源軟體之授權範圍，授權機關利用，並以執行檔及原始碼共同提供之方式交付予機關使用，廠商並應交付開源軟體清單（包括但不限於：開源專案名稱、出處資訊、原始著作權利聲明、免責聲明、開源授權條款標示與全文）。When providing services to the Entity under this contract, if the Contractor uses open source software, it shall license the Entity to use it in accordance with the scope of the open source software license, and provide it to the Entity in both executable and source code formats. The Contractor shall also provide a list of open source software used (including but not limited to: the name of the open source project, source information, copyright statements, disclaimers, and indications of open source license terms and their full text).

(四)除另有規定外，廠商如在契約使用專利品，或專利性履約方法，或涉及著作權時，其有關之專利及著作權益，概由廠商依照有關法令規定處理，其費用亦由廠商負擔。Except otherwise specified, if patented articles or methods are used during the contract performance, or if copyright is involved, such patent or copyright issues shall be dealt with by the Contractor in accordance with relevant laws and regulations. The costs arising therefrom shall also be borne by the Contractor.

(五)機關及廠商應採取必要之措施，以保障他方免於因契約之履行而遭第三人請求損害賠償。其有致第三人損害者，應由造成損害原因之一方負責

賠償。The Entity and the Contractor shall take necessary measures to protect the counter party from any claims by a third party arising from the contract performance. Any damages caused to the third party shall be borne by the party attributable to such damages.

- (六)機關對於廠商、分包廠商及其人員因履約所致之人體傷亡或財物損失，不負賠償責任。對於人體傷亡或財物損失之風險，廠商應投保必要之保險。The Entity shall not be liable for body injury or property loss of the Contractor, the subcontractor and their personnel during the contract performance. The Contractor shall maintain necessary insurance to cover the risks for body injury or property loss.
- (七)廠商依契約規定應履行之責任，不因機關對於廠商履約事項之審查、認可或核准行為而減少或免除。The Contractor shall fulfill its obligations in accordance with the Contract. The obligations shall not be reduced or exempted due to acts of the review, acceptance or approval by the Entity.
- (八)因可歸責於一方之事由，致他方遭受損害者，一方應負賠償責任，其認定有爭議者，依照爭議處理條款辦理。Where either party suffers damages due to circumstances attributed to the other party, the breaching party shall bear the damages. In the event of any dispute over the identification of liabilities for compensation, the terms and conditions of dispute settlement shall apply.
1. 損害賠償之範圍，依民法第 216 條第 1 項規定，以填補他方所受損害及所失利益為限。 但非因故意或重大過失所致之損害，契約雙方所負賠償責任不包括「所失利益」(得由機關於招標時勾選)。According to Paragraph 1 of Article 216 of the Civil Code, the compensation shall be limited to the injury actually suffered and the interests which have been lost. Notwithstanding, the damages result from any causes other than intention or material negligence. The liability of damages agreed to be borne by the contracting parties excludes “loss of interest.”
 2. 除第 8 條第 16 款第 5 目、第 13 條及第 14 條第 10 款約定之違約金外，損害賠償金額上限為：(機關欲訂上限者，請於招標時載明) Except the liquidated damages specified in Item 5 of Subparagraph 16 of Article 8, Article 13 and Subparagraph 10 of Article 14, the maximum amount of liability for compensation is: (to be specified by the Entity in the Tender Documentation subject to the characteristics and needs case by case; if not specified, it refers to the total contract price)

- 契約價金總額。 Total contract price.
- 契約價金總額之__倍。 ____times the total contract price.
- 契約價金總額之_30_%。 30% of the total contract price.
- 固定金額__元。 Fixed price at ____.

3. 前目訂有損害賠償金額上限者，於法令另有規定(例如民法第 227 條第 2 項之加害給付損害賠償)，或一方故意隱瞞工作之瑕疵、故意或重大過失行為，或對第三人發生侵權行為，對他方所造成之損害賠償，不受賠償金額上限之限制。Where any cap is set in the preceding Item, and as otherwise provided in laws and regulations (e.g. compensation for other injuries arising therefrom referred to in Paragraph 2 of Article 227 of the Civil Code), or either party hides the defects intentionally, commits intentional act or major negligent conduct, or involves infringement of rights to a third party, the compensation for damages to the other party shall not be limited to the above cap amount.
- (九) 廠商履約有瑕疵時，應於接獲機關通知後自費予以修正或重做。但以該通知不逾履約結果驗收後 1 年內者為限。其屬部分驗收者，亦同。In case of defects in the performance of the Contractor, the Contractor shall perform correction or reconstruction on its own cost after receiving a notice from the Entity. In addition, such correction or reconstruction shall not exceed a period of one (1) year after the performance result acceptance. For partial inspection and acceptance, the same requirement shall be applied.
- (十) 機關依廠商履約結果辦理另案採購，因廠商計算數量錯誤或項目漏列，致該另案採購結算增加金額與減少金額絕對值合計，逾該另案採購契約價金總額 5%者，應就超過 5%部分占該另案採購契約價金總額之比率，乘以本契約價金總額計算違約金。但本款累計違約金以本契約價金總額之 10%為上限。Where the Entity engages in another additional procurement case according to the performance result of the Contractor, and due to the Contractor's error in the quantity calculation or omission of items, such that the absolute value of the total of the amount increased or decreased settled for such additional procurement case exceeds 5% of the total contract price of such additional procurement case, then liquidated damages shall be calculated by multiplying the ratio of the excessive 5% portion over the total contract price of the additional procurement case by the total contract price of this contract. When the maximum cumulative amount of liquidated damages described in this Subparagraph shall be limited to 10% of the total

contract price of this contract.

- (十一)連帶保證廠商應保證得標廠商依契約履行義務，如有不能履約情事，即續負履行義務，並就機關因此所生損失，負連帶賠償責任。The joint and several guarantees requires the winning bidder to guarantee the performance of the contract. If the winning bidder is unable to perform the obligations under the contract, the joint and several guarantee shall continue to perform such obligations and be jointly and severally liable for any losses incurred by the Entity as a result.
- (十二)連帶保證廠商經機關通知代得標廠商履行義務者，有關廠商之一切權利，包括尚待履約部分之契約價金，一併移轉由該保證廠商概括承受，本契約並繼續有效。得標廠商之保證金及已履約而尚未支付之契約價金，如無不支付或不發還之情形，得依原契約規定支付或發還該得標廠商。In the event that the winning bidder is unable to perform the obligations under the contract and the Entity notifies the joint and several guarantors to perform such obligations, all rights of the winning bidder, including the outstanding contract price, shall be transferred to the joint and several guarantors, and this contract shall remain valid. The guarantee deposit and the contract price already paid by the winning bidder, if not refunded, shall be paid or refunded in accordance with the original contract terms.
- (十三)廠商與其連帶保證廠商如有債權或債務等糾紛，應自行協調或循法律途徑解決。If there are disputes between the Contractor and its joint guarantor regarding debts or obligations, they shall resolve them through their own coordination or legal means.
- (十四)派駐勞工 Dispatched Workers：
1. 廠商保證其派至機關提供勞務之派駐勞工於機關工作期間以及本契約終止後，在未取得機關之書面同意前，不得向任何人、單位或團體透露任何業務上需保密之文件及資料。且廠商保證所派駐勞工於契約終止(或解除)時，應交還機關所屬財產，及在履約期間所持有之需保密之文件及資料，派駐勞工應於到任當日，將已簽署之保密同意書/保密切結書提交機關。The Contractor guarantees that the dispatched workers who are sent to provide services to the Entity shall not disclose any confidential documents and information related to the business to any person, unit, or group without the written consent of the Entity during the period of their employment at the Entity and after the termination of this

contract. Furthermore, the Contractor guarantees that the dispatched workers shall return any property belonging to the Entity and any confidential documents or information held by them during the performance of the contract upon the termination (or rescission) of the contract, and the dispatched workers shall submit a signed confidentiality agreement/commitment letter to the Entity on the day they start their assignment.

2. 前目所稱保密之文件及資料，係指 The “confidential documents and information” aforementioned refer to：
 - (1) 機關在業務上定義為密、機密、極機密或絕對機密之一切文件及資料，包括與其業務或研究開發有關之內容。All documents and information defined by the Entity as confidential, classified, highly classified, or top secret in its business, including content related to its business or research and development.
 - (2) 與廠商派至機關提供勞務之派駐勞工的工作有關，其成果尚不足以對外公佈之資料、訊息及文件。Information, messages, and documents related to the work of the dispatched workers sent by the Contractor to the Entity, the results of which are not yet sufficient to be made public.
 - (3) 依法令須保密或受保護之文件及資料，例如個人資料保護法所規定者。Documents and information that must be kept confidential or protected by law, such as those provided by the Personal Information Protection Act.
3. 廠商不得指派機關首長之配偶及三親等以內血親、姻親，擔任機關及其所屬機關之派駐勞工，且不得指派機關各級單位主管及採購案件採購人員之配偶及三親等以內血親、姻親，擔任各該單位之派駐勞工。如有違反上開迴避進用規定情事，機關應通知廠商限期改正，並作為違約處罰之事由。The Contractor shall not assign the spouse or any relative within three degrees of consanguinity or affinity of the head of the Entity to serve as a dispatched worker for the Entity or any of its subordinate agencies and shall not assign the spouse or any relative within three degrees of consanguinity or affinity of any supervisor or procurement personnel of the Entity to serve as a dispatched worker for its respective units. In the event of a violation of the above avoidance provisions, the Entity shall notify the Contractor to make corrections

within a specified period and shall use this as a basis for penalizing the Contractor for breach of contract.

- (十五)機關不得於本契約納列提供機關使用之公務車輛、提供機關人員使用之影印機、電腦設備、行動電話(含門號)、傳真機及其他應由機關人員自備之辦公設施及其耗材。The Entity shall not include in this contract the provision of official vehicles for the Entity's use, photocopiers, computer equipment, mobile phones (including phone numbers), facsimile machines, and other office facilities and consumables that should be provided by the Entity personnel themselves.

第十五條 契約變更及轉讓

Article 15 Amendment and Transfer of the Contract

- (一)機關於必要時得於契約所約定之範圍內通知廠商變更契約(含新增項目)，廠商於接獲通知後，除雙方另有協議外，應於10日內向機關提出契約標的、價金、履約期限、付款期程或其他契約內容須變更之相關文件。契約價金之變更，其底價依採購法第46條第1項之規定。The Entity may, within the scope of the contract, notify the Contractor to amend the contract (including new added items) if necessary. Unless otherwise agreed by both parties, the Contractor shall submit documents relating to subject of procurement, price, time-limit of contract performance, payment schedule or other contract matters that require amendment within 10 days (to be specified by the Entity in the Tender Documentation; "10 days" shall apply if not specified) after receiving the notification. The government estimate for the amendment of contract price shall be set in accordance with paragraph 1 of Article 46 of the Act.
- (二)廠商於機關接受其所提出須變更之相關文件前，不得自行變更契約。除機關另有請求者外，廠商不得因前款之通知而遲延其履約期限。Before the Entity accepts the related amendment, documents submitted by the Contractor, the Contractor shall not change the contract by itself. Except otherwise requested by the Entity, the Contractor shall not, because of the Entity's notification of the preceding subparagraph, delay its time-limit of contract performance.
- (三)機關於接受廠商所提出須變更之事項前即請求廠商先行施作或供應，其後未依原通知辦理契約變更或僅部分辦理者，應補償廠商所增加之必要費用。If before the Entity accepts the related amendment documents

submitted by the Contractor, the Entity asks the Contractor to carry out the work or supply in advance, and afterwards contract amendment is not made in accordance with the original notification, or where only a part is amended, the extra and necessary expenses thus incurred to the Contractor shall be compensated by the Entity.

(四) 契約約定之採購標的，其有下列情形之一者，廠商得敘明理由，檢附規格、功能、效益及價格比較表，徵得機關書面同意後，以其他規格、功能及效益相同或較優者代之。但不得據以增加契約價金。其因而減省廠商履約費用者，應自契約價金中扣除 Where there is any one of the following circumstances, the subject of procurement agreed in the contract may be replaced by another one with the same or better specification, function and effectiveness, provided that reasons of replacement and comparisons of specification, function, effectiveness and price submitted by the Contractor have been approved by the Entity in writing. However, it shall not be used as an excuse for increasing the contract price. When such replacement reduces the Contractor's cost of contract performance, it shall be deducted from the contract price. :

1. 契約原標示之廠牌或型號不再製造或供應。The original brand or type number indicated in the contract is no longer manufactured or supplied.
2. 契約原標示之分包廠商不再營業或拒絕供應。The original subcontractor indicated in the contract is no longer in business or refuses to supply.
3. 因不可抗力原因必須更換。Replacement is necessary due to force majeure reasons.
4. 較契約原標示者更優或對機關更有利。Better than that of the contract or more advantageous to the Entity.

屬前段第 4 目情形，而有增加經費之必要，其經機關綜合評估其總體效益更有利於機關者，得不受前段序文但書限制。

For the condition described in the aforementioned Item 4 such that it is necessary to increase the budget, and the overall effect thereof is considered to be more advantageous to the Entity after the Entity's comprehensive evaluation, such increase may be exempted from the restrictions referred to in the aforementioned Preface.

(五) 契約之變更，非經機關及廠商雙方合意，作成書面紀錄，並簽名或蓋章者，無效。Any amendment to the contract without a written agreement signed or stamped by both the Entity and the Contractor shall be invalid.

(六) 廠商不得將契約之部分或全部轉讓予他人。但因公司分割或其他類似情

形致有轉讓必要，經機關書面同意轉讓者，不在此限。The Contractor shall not transfer all or part of the contract to others; however, this shall not apply with written approval from the Entity in the event that there is a need for transfer due to division of a company or similar situation.

廠商依公司法、企業併購法分割，受讓契約之公司（以受讓營業者為限），其資格條件應符合原招標文件規定，且應提出下列文件之一 Where the Contractor is divided in accordance with Company Act and Business Mergers and Acquisitions Act, the transferee company (limited to the transferee business) shall meet the qualification as specified in the original Tender Documentation and shall submit one of the following documents :

1. 原訂約廠商分割後存續者，其同意負連帶履行本契約責任之文件；For the original Contractor surviving after division: documents of agreement by the Contractor to bear joint and several liability for the performance of the contract;
2. 原訂約廠商分割後消滅者，受讓契約公司以外之其他受讓原訂約廠商營業之既存及新設公司同意負連帶履行本契約責任之文件。For the original Contractor ceasing to exist after division: documents of agreement by the surviving and newly incorporated companies other than the transferee Contractor to bear joint and several liability for the performance of contract.

第十六條 契約終止解除及暫停執行

Article 16 Termination, Rescission or Suspension of Contract

(一) 廠商履約有下列情形之一者，機關得以書面通知廠商終止契約或解除契約之部分或全部，且不補償廠商因此所生之損失 In the event of any of the following circumstances for the Contractor's performance, the Entity may notify the Contractor in writing to terminate or rescind a part or all of the contract, and no compensation shall be paid to the Contractor for losses thus incurred :

1. 違反採購法第 39 條第 2 項或第 3 項規定之專案管理廠商。Where the project management Contractor violates the provision of Paragraph 2 or Paragraph 3 of Article 39 of the Government Procurement Act.
2. 有採購法第 50 條第 2 項前段規定之情形者。Where there is a circumstance specified in the first section of paragraph 2 of Article 50 of the Act;

3. 有採購法第 59 條規定得終止或解除契約之情形者。Where there is a circumstance that the contract may be terminated or rescinded pursuant to Article 59 of the Act;
4. 違反不得轉包之規定者。Where the Contractor is in breach of the stipulation by assigning the contract to others;
5. 廠商或其人員犯採購法第 87 條至第 92 條規定之罪，經判決有罪確定者。Where the Contractor or its employee has committed any of the offenses prescribed in Article 87 to Article 92 of the Act, and a final guilty verdict has been entered;
6. 因可歸責於廠商之事由，致延誤履約期限，有下列情形者（由機關於招標時勾選；未勾選者，為第 1 選項）Where the deadline for contract performance is delayed due to matters attributable to the Contractor, such that the following conditions occur (to be selected by the Entity in the Tender Documentation; if none is selected, it refers to Option 1) :

■履約進度落後 20 % (由機關於招標時載明，未載明者為 20%) 以上，且日數達十日以上。The progress of contract performance behind schedule by 20 % (to be specified by the Contractor in the Tender Documentation; if not specified, 20% shall apply), and for more than ten (10) days.

百分比之計算方式 Calculation by percentage :

- (1) 屬尚未完成履約而進度落後已達百分比者，機關應先通知廠商限期改善。屆期未改善者，如機關訂有履約進度計算方式，其通知限期改善當日及期限末日之履約進度落後百分比，分別以各該日實際進度與機關核定之預定進度百分比之差值計算；如機關未訂有履約進度計算方式，依逾期日數計算之。Where the pending contract performance is behind schedule by a certain percentage, the Entity shall notify the Contractor to correct it within the specific deadline at first. Where the same remains uncorrected upon expiration of the deadline and the Entity sets the calculation of progress for contract performance, the progress behind schedule by percentage on the same day of the notice for correction and last day of the deadline for correction shall be the deviation by percentage between the actual progress on the respective dates and scheduled progress authorized by the Entity for the same dates. Where no calculation of the progress by percentage is set by the

Entity, it shall be based on the number of overdue days.

(2)屬已完成履約而逾履約期限，或逾最後履約期限尚未完成履約者，依逾期日數計算之。Where the contract performance is fulfilled beyond the deadline for contract performance, or has not yet been fulfilled upon expiration of the deadline for contract performance, it shall be based on the number of overdue days.

其他 Other：_____。

7. 偽造或變造契約或履約相關文件，經查明屬實者。Where the Contractor forges or alters documents related to contracting, or contract performance without authorization, and such violation has been verified to be true;
8. 擅自減省工料情節重大者。Where the Contractor has substantially reduced the work or materials without obtaining a prior approval;
9. 無正當理由而不履行契約者。Where the Contractor refuses to execute the contract without due cause;
10. 審查、查驗或驗收不合格，且未於通知期限內依規定辦理者。Where an examination, inspection or acceptance procedure indicates any defect against the contractual requirements, and the Contractor fails to rectify the defect in the time-limit specified in the Entity's notification;
11. 有破產或其他重大情事，致無法繼續履約者。Where the Contractor's bankruptcy or other serious matters make the Contractor incapable of continuing performance of the contract;
12. 廠商未依契約規定履約，自接獲機關書面通知之次日起 10 日內或書面通知所載較長期限內，仍未改善者。Where the Contractor has not performed according to the contractual requirements and has not completed the required rectification within 10 days from the next day of receiving the Entity's written notice or within any longer time-limit specified in such notice;
13. 違反本契約第 8 條第 16 款第 1 目、第 2 目第 1 子目及第 2 子目、第 17 款第 3 目第 1 子目（適用勾選本子目選項者）至第 3 子目、第 21 款及第 14 條第 14 款第 3 目情形之一，經機關通知改正而未改正，情節重大者。Where the Contractor violates one of the conditions described in Item 1, Item 2, Sub-item 1 of Item 2 of Subparagraph 16 of Article 8, Sub-item 1 (applicable when this Sub-item is selected) to Sub-item 3 of Item 3 of Article 17, Subparagraph 21, Item 3 of Subparagraph 14 of Article 14 of this contract, no correction is made

after the notice for correction from the Entity, and such violation is considered to be major;

14. 違反環境保護或職業安全衛生等有關法令，情節重大者。Where the Contractor is seriously in breach of the laws or regulations related to environmental protection or labor safety and health;

15. 違反法令或其他契約約定之情形，情節重大者。Where the Contractor is seriously in breach of the laws, regulations or other provisions of the contract.

(二)機關未依前款規定通知廠商終止或解除契約者，廠商仍應依契約規定繼續履約。The Contractor shall still continue to execute the contract in accordance with the contractual requirements in case that the Entity has not notified the Contractor a termination or rescission of the contract in accordance with the preceding subparagraph.

(三)契約經依第 1 款規定或因可歸責於廠商之事由致終止或解除者，機關得依其所認定之適當方式，自行或洽其他廠商完成被終止或解除之契約；其所增加之費用及損失，由廠商負擔。無洽其他廠商完成之必要者，得扣減或追償契約價金，不發還保證金。機關有損失者亦同。Where the contract is terminated or rescinded due to a cause for which the Contractor is attributable to or the stipulation as specified in subparagraph 1 of this Article, the Entity may, in an appropriate manner approved by the Entity, complete the contract performance either by itself or by hiring another Contractor. Any extra expenses and loss thus incurred shall be borne by the Contractor. Where it is not necessary to complete the contract performance by hiring another Contractor, the Entity may deduct or claim against the contract price as well as not to release the guarantee bond. The same shall also apply if the Entity has any loss thus incurred.

(四)契約因政策變更，廠商依契約繼續履行反而不符公共利益者，機關得報經上級機關核准，終止或解除部分或全部契約，並補償廠商因此所生之損失。但不包含所失利益。When the Contractor's continuous performance of the contract is against the public interest due to policy change, the Entity may terminate or rescind all or part of the contract after acquiring approval from its superior Entity, and negotiate with the Contractor on the compensation for losses thus incurred, excluding the loss of profit.

(五)依前款規定終止契約者，廠商於接獲機關通知前已完成且可使用之履約標的，依契約價金給付；僅部分完成尚未能使用之履約標的，機關得擇

下列方式之一洽廠商為之 When the contract is terminated in accordance with the provision of the preceding subparagraph, the payment for the subject of contract completed by the Contractor before receiving notification of the Entity shall be paid according to the contract price provided that it is usable. The Entity may choose one of the following means to deal with the Contractor when only part of the subject of contract is completed and the part is not usable yet :

1. 繼續予以完成，依契約價金給付。Complete the part by continuous performance and pay the part according to contract price.
 2. 停止製造、供應或施作。但給付廠商已發生之製造、供應或施作費用及合理之利潤。Halting of manufacturing, supply or work, and pay for the expenses of manufacturing, supply or work already incurred and reasonable profits.
- (六)非因政策變更且非可歸責於廠商事由（例如不可抗力之事由所致）而有終止或解除契約必要者，準用前 2 款規定。Where it is necessary that the Entity terminates or rescinds the contract not due to policy change, the preceding two subparagraphs shall apply mutatis mutandis to such termination or recession.
- (七)廠商未依契約規定履約者，機關得隨時通知廠商部分或全部暫停執行，至情況改正後方准恢復履約。廠商不得就暫停執行請求延長履約期限或增加契約價金。The Entity may notify the Contractor at any time to suspend the progress of a part or all of the contract until improvement and approval to resume contract performance when the Contractor doesn't perform the contract in accordance with the provisions of the contract. The Contractor shall not request for an extension to the time-limit of contract performance or an increase in the contract price due to such suspension.
- (八)因可歸責於機關之情形，機關通知廠商部分或全部暫停執行 The Entity notifies the Contractor to suspend the progress of a part or the whole contract for reasons not attributable to the Contractor :
1. 暫停執行期間累計逾__個月（由機關於招標時合理訂定，如未填寫，則為 2 個月）者，機關應先支付已完成履約部分之價金。If the cumulative suspension period exceeds_____month(s) (to be specified by the Entity reasonably in the Tender Documentation, “2 months” will apply, if not specified), the Entity shall pay the price of subject the Entity has already acquired ownership from the contractor through instructions.

2. 暫停執行期間累計逾__個月（由機關於招標時合理訂定，如未填寫，則為6個月）者，廠商得通知機關終止或解除部分或全部契約，並得向機關請求賠償因契約終止或解除而生之損害。因可歸責於機關之情形無法開始履約者，亦同。If the cumulative suspension period exceeds _____ month(s) (to be specified by the Entity reasonably in the Tender Documentation, “6 months” will apply, if not specified), the Contractor may notify the Entity to terminate or rescind the contract in whole or in part, and may claim against the Entity for damages arising from termination or rescission of the contract. The same shall also apply in the circumstances in which contract performance is not commenced due to causes attributable to the Entity.
- (九) 廠商不得對本契約採購案任何人要求、期約、收受或給予賄賂、佣金、比例金、仲介費、後謝金、回扣、餽贈、招待或其他不正利益。分包廠商亦同。違反約定者，機關得終止或解除契約，並將2倍之不正利益自契約價款中扣除。未能扣除者，通知廠商限期給付之。The Contractor shall not demand, agree to accept, accept or provide a bribe, commission, percentage, brokerage, kickback, rebate, gift, treat or other improper benefit from/to any person of the contract. The same shall also apply to the subcontractors. In the event of breach of the above, the Entity may terminate or rescind the contract, or deduct the double-valued portion and any other benefits from the contract amount. In the event of failure to deduct from the contract amount, the entity shall notify the Contractor to pay it within a deadline.
- (十) 本契約終止時，自終止之日起，雙方之權利義務即消滅。契約解除時，溯及契約生效日消滅。雙方並互負相關之保密義務。When the contract is terminated, all rights and obligations of both parties shall likewise be eliminated from the date of termination of the contract. When the contract is rescinded, such rights and obligations shall be eliminated from the effective date of the contract. However, both parties shall bear the obligation of confidentiality.
- (十一) 因可歸責於機關之事由，機關有延遲付款之情形 When the payment is delayed by the Entity due to causes attributable to the Entity：
1. 廠商得向機關請求加計年息__%（由機關於招標時合理訂定，如未填寫，則依簽約日中華郵政股份有限公司牌告一年期郵政定期儲金機動利率）之遲延利息。The Contractor may request for interest at _____

% annual rate of (to be specified by the Entity reasonably in the Tender Documentation; “the floating rate of 1-year term certificate of deposit posted by Chunghwa Post Co., Ltd. on the day that the Entity signs the contract” will apply, if not specified) as late payment interest.

2. 延遲付款達__個月（由機關於招標時合理訂定，如未填寫，則為3個月）者，廠商得通知機關終止或解除部分或全部契約。If a payment has been delayed for _____month(s) (to be specified by the Entity reasonably in the Tender Documentation; “3 months” will apply, if not specified), the Contractor may notify the Entity to terminate or rescind the contract in whole or in part.

(十二)除契約另有約定外，履行契約需機關之行為始能完成，因可歸責於機關之事由而機關不為其行為時，廠商得定相當期限催告機關為之。機關不於前述期限內為其行為者，廠商得通知機關終止或解除契約。Unless otherwise specified in the contract, where the completion of contract performance requires specific actions by the Entity and the Entity does not fulfill such actions, the Contractor may request the Entity to fulfill such actions before a certain deadline. Where the Entity fails to fulfill such action within the deadline, the Contractor may notify the Entity to terminate or rescind of the contract in whole or in part.

(十三)因契約約定不可抗力之事由，致全部契約暫停執行，暫停執行期間持續逾__個月（由機關於招標時合理訂定，如未填寫，則為3個月）或累計逾__個月（由機關於招標時合理訂定，如未填寫，則為6個月）者，契約之一方得通知他方終止或解除契約。Where temporary suspension of the contract in whole is due to force majeure prescribed in the contract, and the suspension period has continued for more than _____month(s) (to be specified by the Entity reasonably in the Tender Documentation; “3 months” will apply, if not specified), or the cumulative suspension period exceeds _____month(s) (to be specified by the Entity reasonably in the Tender Documentation; “6 months” will apply, if not specified), either party to the contract may notify the other party to terminate or rescind the contract.

第十七條 爭議處理

Article 17 Dispute Settlement

(一)機關與廠商因履約而生爭議者，應依法令及契約規定，考量公共利益及

公平合理，本誠信和諧，盡力協調解決之。其未能達成協議者，得以下列方式處理之 Where there is a contractual dispute between the Entity and the Contractor, they shall honestly, sincerely and harmoniously work out a solution basing on the provisions of laws, regulations, and the contract, and taking into account the public interests, fairness, and reasonableness. Any of following means may be used if they are unable to resolve the dispute through negotiation :

1. 依採購法第 85 條之 1 規定向採購申訴審議委員會申請調解。Refer to the Complaint Review Board for Government Procurement (CRBGP) for mediation pursuant to Article 85-1 of the Act.
 2. 經契約雙方同意並訂立仲裁協議書後，依本契約約定及仲裁法規定提付仲裁。Refer to arbitration pursuant to the contract and the Arbitration Law where both parties agree and enter into an arbitration agreement.
 3. 提起民事訴訟。Refer to civil litigation.
 4. 依其他法律申(聲)請調解。Refer to mediation according to other laws and regulations.
 5. 契約雙方合意成立爭議處理小組協調爭議。Both parties agree to establish a dispute settlement team to negotiate for the dispute.
 6. 依契約或雙方合意之其他方式處理。Refer to other means provided herein or agreed by both parties.
- (二)依前款第 2 目提付仲裁者，約定如下 While refer to arbitration pursuant to subparagraph 2 of the preceding paragraph, the parties agree as follows :
1. 由機關於招標文件及契約預先載明仲裁機構。其未載明者，由契約雙方協議擇定仲裁機構。如未能獲致協議，由機關指定仲裁機構。上開仲裁機構，除契約雙方另有協議外，應為合法設立之國內仲裁機構。The arbitration institution is specified by the Entity in the Tender Documentation and the contract in advance. If not specified, the arbitration institution will be designated as agreed by both parties. If an agreement is not reached, the arbitration institution will be designated by the Entity. The aforementioned arbitration institution, unless otherwise agreed by both parties, shall be a domestic arbitration institution legally established.
 2. 仲裁人之選定 Designation of arbitrators :
 - (1)當事人雙方應於一方收受他方提付仲裁之通知之次日起 14 日內，各自從指定之仲裁機構之仲裁人名冊或其他具有仲裁人資格

者，分別提出 10 位以上(含本數)之名單，交予對方。Each party shall, within 14 days from the next day of receiving the notice of referring to arbitration from the other party, provide a list of ten or more nominees for arbitrator based on the roster of arbitrators of the designated arbitration institution or any other person qualified as an arbitrator, and submit such list to the other party.

- (2)當事人之一方應於收受他方提出名單之次日起 14 日內，自該名單內選出 1 位仲裁人，作為他方選定之仲裁人。Each party shall, within 14 days from the next day of receiving the abovementioned list from the other party, appoint one arbitrator from such list as the appointed arbitrator for the other party.
- (3)當事人之一方未依(1)提出名單者，他方得從指定之仲裁機構之仲裁人名冊或其他具有仲裁人資格者，逕行代為選定 1 位仲裁人。If a party fails to submit the list according to the above 2(1), the other party may appoint one arbitrator for such party from the roster of arbitrators of the designated arbitration institution or any other person qualified as an arbitrator.
- (4)當事人之一方未依(2)自名單內選出仲裁人，作為他方選定之仲裁人者，他方得聲請法院；指定之仲裁機構（由機關於招標時勾選；未勾選者，為指定之仲裁機構）代為自該名單內選定 1 位仲裁人。If a party fails to appoint an arbitrator from the list submitted by the other party according to the above 2(2), the other party may apply to the court; the designated arbitration institution (to be specified by the Entity in the Tender Documentation; “the designated arbitration institution” shall apply if not specified) to appoint one arbitrator from such list.

3. 主任仲裁人之選定 Selection of the chair of the arbitral tribunal :

- (1)二位仲裁人經選定之次日起 30 日內，由雙方共推；雙方選定之仲裁人共推（由機關於招標時勾選）第三仲裁人為主任仲裁人。Within 30 days from the next day of the date of appointment of two arbitrators for both parties, both parties; the two arbitrators shall jointly appoint (to be specified by the Entity in the Tender Documentation) a third arbitrator as the chair of the arbitral tribunal.
- (2)未能依(1)共推主任仲裁人者，當事人得聲請法院；指定之仲裁機構（由機關於招標時勾選；未勾選者，為指定之仲裁機構）

為之選定。If the chair of the arbitral tribunal is not appointed according to the above 3(1), the parties may apply to the court the designated arbitration institution (to be specified by the Entity in the Tender Documentation; “the designated arbitration institution” shall apply if not specified) to appoint on behalf of the parties.

4. 以 機關所在地； 其他：_____ 為仲裁地（由機關於招標時載明；未載明者，為機關所在地）。The place of arbitration shall be the location of the Entity; Other: _____ (to be specified by the Entity in the Tender Documentation; “the location of the Entity” shall apply if not specified).
 5. 除契約雙方另有協議外，仲裁程序應公開之，仲裁判斷書雙方均得公開，並同意仲裁機構公開於其網站。Unless otherwise agreed by both parties, the arbitral proceedings shall be made in public, each party may publicize the arbitral award, and may agree that the arbitration institution publishes it on its website.
 6. 仲裁程序應使用 國語及中文正體字； 其他語文：_____。（由機關於招標時載明；未載明者，為國語及中文正體字）The language used in the arbitral proceedings shall be Mandarin and traditional Chinese characters; other language: _____. (to be specified by the Entity in the Tender Documentation; “Mandarin and Chinese traditional characters” shall apply if not specified.)
 7. 機關 同意； 不同意（由機關於招標時勾選；未勾選者，為不同意）仲裁庭適用衡平原則為判斷。The Entity agrees; disagrees (to be specified by the Entity in the Tender Documentation; “disagrees” shall apply if not specified) that the arbitral tribunal applies the rules of equity for its arbitral award.
 8. 仲裁判斷書應記載事實及理由。The arbitral award shall specify facts and reasons.
- (三) 依第 1 款第 5 目成立爭議處理小組者，約定如下 Establish the dispute settlement team referred to in Item 5 of Subparagraph 1, upon the following terms and conditions :
1. 爭議處理小組於爭議發生時成立，得為常設性，或於爭議作成決議後解散。The dispute settlement team shall be established upon occurrence of any dispute, which may be established permanently or dissolved upon settlement of the dispute.

2. 爭議處理小組委員之選定 Selection of the dispute settlement team members :
- (1) 當事人雙方應於協議成立爭議處理小組之次日起 10 日內，各自提出 5 位以上(含本數)之名單，交予對方。Either party shall present its name list of five (5) members or more to the other party within ten (10) days from the next day of agreeing to establish the dispute settlement team.
 - (2) 當事人之一方應於收受他方提出名單之次日起 10 日內，自該名單內選出 1 位作為委員。Each party shall, within ten (10) days from the next day of receiving said list from the other party, appoint one (1) member from such list.
 - (3) 當事人之一方未依(1)提出名單者，為無法合意成立爭議處理小組。Either party's failure to present the name list referred to in Sub-item 1 shall result in the failure to reach an agreement on the establishment of the dispute settlement team.
 - (4) 當事人之一方未能依(2)自名單內選出委員，且他方不願變更名單者，為無法合意成立爭議處理小組。Either party's failure to select the member from the name list in accordance with Sub-item 2 and the other party's unwillingness to change the name list shall result in the failure to reach an agreement on the establishment of the dispute settlement team.
3. 爭議處理小組召集委員之選定 Selection of Conveners for the Dispute Resolution Panel :
- (1) 二位委員經選定之次日起 10 日內，由雙方或雙方選定之委員自前目(1)名單中共推 1 人作為召集委員。Within ten (10) days following the day after the two members are selected, both parties or the members selected by both parties shall jointly designate one person from the list of Sub-item 1 of the preceding Item as the convener.
 - (2) 未能依(1)共推召集委員者，為無法合意成立爭議處理小組。If the convener is not jointly designated in accordance with the preceding Sub-item, the dispute settlement team cannot be established.
4. 當事人之一方得就爭議事項，以書面通知爭議處理小組召集委員，請求小組協調及作成決議，並將繕本送達他方。該書面通知應包括爭議標的、爭議事實及參考資料、建議解決方案。他方應於收受通知之次日起 14 日內提出書面回應及建議解決方案，並將繕本送達他方。

Either party may notify the dispute settlement team convener in writing to have the settlement dispute team negotiate and resolve the dispute and serve a duplicate of the written notice to the other party. The written notice shall contain the subject in dispute, fact in dispute and reference information, and suggested resolution. The other party shall submit a written response and propose resolutions within fourteen (14) days from the next day after receiving said notice, and send a copy thereof to the other party.

5. 爭議處理小組會議 Dispute settlement team meeting :

(1) 召集委員應於收受協調請求之次日起 30 日內召開會議，並擔任主席。委員應親自出席會議，獨立、公正處理爭議，並保守秘密。The convener shall, within thirty (30) days from the next day of receiving the request, convene a meeting and act as the chairperson. All members shall attend the meeting in person, resolve the dispute independently and fairly, and keep it secret.

(2) 會議應通知當事人到場陳述意見，並得視需要邀請專家、學者或其他必要人員列席，會議之過程應作成書面紀錄。The meeting shall notify concerned parties to appear at the session to present their opinions; if necessary, scholars and experts or other necessary personnel may be invited to attend the meeting. Written minutes should be kept of the process of the meeting.

(3) 小組應於收受協調請求之次日起 90 日內作成合理之決議，並以書面通知雙方。The team shall, within ninety (90) days from the next day after receiving the request of mediation and notify both parties in writing.

6. 爭議處理小組委員應迴避之事由，參照採購申訴審議委員會組織準則第 13 條規定。委員因迴避或其他事由出缺者，依第 2 目、第 3 目辦理。Reasons for the withdrawal of members of the dispute settlement team are referred to in Article 13 of the Organizational Guide for the Complaint Review Board of Government Procurement. If any member is absent due to rescual or any other causes, the requirements referred to in Item 2 and Item 3 shall apply.

7. 爭議處理小組就爭議所為之決議，除任一方於收受決議後 14 日內以書面向召集委員及他方表示異議外，視為協調成立，有契約之拘束力。惟涉及改變契約內容者，雙方應先辦理契約變更。如有爭議，得

再循爭議處理程序辦理。The dispute settlement team's decision on the dispute is deemed becoming final and binding if no objection has been raised by either party to the convener and the other party in writing within fourteen (14) days after receiving the decision. However, if it involves changing the content of the contract, both parties should first change the contract. In case of disputes, it shall follow the dispute handling procedures.

8. 爭議事項經一方請求協調，爭議處理小組未能依第 5 目或當事人協議之期限召開會議或作成決議，或任一方於收受決議後 14 日內以書面表示異議者，協調不成立，雙方得依第 1 款所定其他方式辦理。If a dispute is requested to be mediated by either party, and the dispute settlement team fails to hold a meeting or make a decision pursuant to Item 5 or within an agreed time limit reached by both parties; or if either party raises its objection in writing within fourteen (14) days upon receipt of the decision, the mediation shall not be deemed successful. Then both parties shall apply the other measures in accordance with Subparagraph 1.
 9. 爭議處理小組運作所需經費，由契約雙方平均負擔。The funds required for the operation of the dispute settlement team shall be equally shared by both parties to the contract.
 10. 本款所定期限及其他必要事項，得由雙方另行協議。The deadline and other necessary matters set forth in this Subparagraph may be agreed upon elsewhere by both parties.
- (四)依採購法規定受理調解或申訴之機關名稱：行政院公共工程委員會採購申訴審議委員會；地址：台北市信義區松仁路 3 號 9 號；電話：(02) 87897530。The name of the complaint review board for government procurement specified in the Procurement Act: _P.C.C Complaint Review Board of Government Procurement_; Address: _ 9F., No. 3, Songren Rd., Taipei City, 11010, Taiwan (R.O.C)_; Telephone: _(02)87897530_.
- (五)履約爭議發生後，履約事項之處理原則如下 After the occurrence of a contractual dispute, the following principles shall apply to the fulfillment of contract：
1. 與爭議無關或不受影響之部分應繼續履約。但經機關同意無須履約者不在此限。The fulfillment of unrelated or unaffected parts of the contract shall be continued unless otherwise agreed by the Entity.
 2. 廠商因爭議而暫停履約，其經爭議處理結果被認定無理由者，不得就

暫停履約之部分要求延長履約期限或免除契約責任。Where the Contractor temporarily suspends the performance of the contract due to dispute, and such dispute is deemed to be unreasonable on the part of the Contractor after reviewing the causes related thereto, the Contractor shall not request for an extension to the time-limit of contract performance or the exemption of contractual obligations for the part of the contract that is suspended.

- (六)本契約以中華民國法律為準據法，並以機關所在地之地方法院為第一審管轄法院。This contract is governed by the laws of the Republic of China. In the event of litigation, the court of first instance shall be the district court where the Entity is located.

第十八條 其他

Article 18 Miscellaneous

- (一)廠商對於履約所僱用之人員，不得有歧視性別、原住民、身心障礙或弱勢團體人士之情事。In hiring employees for the contract performance, the Contractor shall not discriminate women, aborigines or personnel of disadvantaged groups.
- (二)廠商履約時不得僱用機關之人員或受機關委託辦理契約事項之機構之人員。The Contractor shall not hire the Entity's employees or the personnel of the institution entrusted by the Entity to execute the contractual matters related thereto during the performance of the contract.
- (三)廠商授權之代表應通曉中文或機關同意之其他語文。未通曉者，廠商應備翻譯人員。The authorized representative of the Contractor shall be fluent in Chinese or other language agreed by the Entity. Where such representative does not possess such proficiency, the Contractor shall be obliged to employ an interpreter.
- (四)機關與廠商間之履約事項，其涉及國際運輸或信用狀等事項，契約未予載明者，依國際貿易慣例。Where performance matters between the Entity and the Contractor involve international transportation or Letter of Credit which are not specified herein, the pertaining practices of international trade shall govern.
- (五)機關及廠商於履約期間應分別指定授權代表，為履約期間雙方協調與契約有關事項之代表人。The Entity and the Contractor shall each designate one person as its authorized representative during the period of contract

performance for coordination and contract matters.

(六)依據「政治獻金法」第7條第1項第2款規定，與政府機關（構）有巨額採購契約，且於履約期間之廠商，不得捐贈政治獻金。During the period of contract performance, the Contractor that has signed a large procurement contract with a government Tender is prohibited from contributing political donations according to Article 7 of the Political Donations Act.

(七)廠商內部揭弊者保護制度及機關處理方式 Regarding the internal whistleblower protection system of the Contractor and the Entity's handling procedures :

1. 廠商人員（包括勞工及其主管）針對本採購案發現其雇主、所屬員工或機關人員（包括代理或代表機關處理採購事務之廠商）涉有違反採購法、本契約或其他影響公共安全或品質，具名揭弊者，廠商應保障揭弊人員之權益，不得因該揭弊行為而為不利措施（包括但不限解僱、資遣、降調、不利之考績、懲處、懲罰、減薪、罰款〈薪〉、剝奪或減少獎金、退休〈職〉金、剝奪與陞遷有關之教育或訓練機會、福利、工作地點、職務內容或其他工作條件、管理措施之不利變更、非依法令規定揭露揭弊者之身分）。但若發生違法或違約之行為（例如無故曠職、洩漏公司機密等），不在此限。Employees of the contractor (including laborers and their supervisors) who, in relation to this Procurement Contract, identify any violations of the Procurement Act, this contract, or any other matters affecting public safety or quality, involving their employer, fellow employees, or Entity personnel (including contractors handling procurement affairs on behalf of the Entity), shall be protected as whistleblowers. The Contractor shall ensure the rights and interests of the whistleblowers and shall not take any retaliatory measures against them due to their whistleblowing actions. (Retaliatory measures include but are not limited to dismissal, termination, demotion, unfavorable performance evaluations, disciplinary actions, penalties, salary reductions, fines, deprivation or reduction of bonuses, retirement benefits, deprivation of educational or training opportunities related to promotion, welfare, workplace changes, job duties, or other working conditions, unfavorable changes in management measures, or any other adverse changes not in compliance with statutory regulations). However, this does not apply in cases of illegal or contractual misconduct (such as unjustified absence from work or disclosure of company secrets).

2. 廠商人員之揭弊內容有下列情形之一者，仍得受前目之保護 Contractor personnel who disclose whistleblowing content falling under any of the following circumstances shall still receive protection as stated above :

(1)所揭露之內容無法證實。但明顯虛偽不實或揭弊行為經以誣告、

偽證罪緩起訴或判決有罪者，不在此限。The disclosed content cannot be substantiated. However, this exemption does not apply in cases where the disclosure is evidently false or if the whistleblower has been prosecuted or convicted of perjury or false accusation.

(2)所揭露之內容業經他人檢舉或受理揭弊機關已知悉。但案件已公開或揭弊者明知已有他人檢舉者，不在此限。The disclosed content has been reported by others or is already known to the acceptance entity. However, this exemption does not apply if the case has already been made public or if the whistleblower knowingly discloses information that has already been reported by others.

3. 廠商內部訂有禁止所屬員工揭弊條款者，該約定於本採購案無效。If the Contractor has internal provisions prohibiting its employees from whistleblowing, such provisions are deemed invalid for this procurement.

4. 為兼顧公益及採購效率，機關於接獲揭弊內容後，應積極釐清揭弊事由，立即啟動調查；除經調查後有具體事證，依契約及法律為必要處置外，廠商及機關仍應依契約約定正常履約及估驗。In order to balance public interest and procurement efficiency, upon receiving whistleblowing information, the Entity should actively clarify the reasons for the disclosure and immediately initiate an investigation. Unless concrete evidence is found after the investigation, necessitating actions as per the Contract and the law, both the Contractor and the Entity shall continue with normal performance and inspection as stipulated in the Contract.

(八)本契約未載明之事項，依採購法及民法等相關法令。For any matters not provided for in this Contract, the Government Procurement Act, the Civil Code, and other relevant laws and regulations shall apply.

立契約書人 Acknowledged and Agreed by

機 關：台灣觀光協會吉隆坡辦事處

Entity: Taiwan Visitors Association Kuala Lumpur Office

代 表 人：周士弼

Representative: Chou Shih Pi

地 址 Address：Suite 25-01, Level 25, Wisma Goldhill, 67 Jalan Raja
Chulan, 50200 Kuala Lumpur, Malaysia.

電 話 Telephone：+ 60-3-2070-6789

簽約廠商 Contractor：

負 責 人 Responsible person：

地 址 Address：

電 話 Telephone :

西 元 2 0 2 4 年 月 日

Date: Day Month 2024 Year

保密同意書

茲緣於簽署人 _____ (簽署人姓名，以下稱簽署人) 參與 _____ (廠商名稱，以下稱廠商) 得標 _____ (機關名稱) (以下稱機關) _____ (案名) (以下稱「本案」)，於本案執行期間有知悉或可得知悉或持有政府公務秘密及業務秘密，為保持其秘密性，簽署人同意恪遵本同意書下列各項規定：

第1條 簽署人承諾於本契約有效期間內及本契約期滿或終止後，對於所得知或持有一切機關未標示得對外公開之公務秘密，以及機關依契約或法令對第三人負有保密義務之業務秘密，均應以善良管理人之注意妥為保管及確保其秘密性，並限於本契約目的範圍內，於機關指定之處所內使用之。非經機關事前書面同意，不得為本人或任何第三人之需要而複製、保有、利用該等秘密或將之洩漏、告知、交付第三人或以其他任何方式使第三人知悉或利用該等秘密，或對外發表或出版，亦不得攜至機關或機關所指定處所以外之處所。

第2條 簽署人知悉或取得機關公務秘密與業務秘密應限於其執行本契約所必需且僅限於本契約有效期間內。簽署人同意公務秘密與業務秘密，應僅提供、告知有需要知悉該秘密之履約廠商團隊成員人員。

第3條 簽署人在下述情況下解除其所應負之保密義務：

原負保密義務之資訊，由機關提供以前，已合法持有或已知且無保密必要者。

原負保密義務之資訊，依法令業已解密、依契約機關業已不負保密責任、或已為公眾所知之資訊。

原負保密義務之資訊，係自第三人處得知或取得，該第三人就該等資訊並無保密義務。

第4條 簽署人若違反本同意書之規定，機關得請求簽署人及其任職之廠商賠償機關因此所受之損害及追究簽署人洩密之刑責，如因而致第三人受有損害者，簽署人及其任職之廠商亦應負賠償責任。

第5條 簽署人因本同意書所負之保密義務，不因離職或其他原因不參與本案而失其效力。

第6條 本同意書一式叁份，機關、簽署人及 _____ (廠商) 各執存一份。

簽署人姓名及簽章：

身分證字號：

聯絡電話：

戶籍地址：

所屬廠商名稱及蓋章：

所屬廠商負責人姓名及簽章：

所屬廠商地址：

中 華 民 國 年 月 日

保 密 切 結 書

立切結書人_____（簽署人姓名）等，受_____（廠商名稱）委派至_____（機關名稱，以下稱機關）處理業務，謹聲明恪遵機關下列工作規定，對工作中所持有、知悉之資訊系統作業機密或敏感性業務檔案資料，均保證善盡保密義務與責任，非經機關權責人員之書面核准，不得擷取、持有、傳遞或以任何方式提供給無業務關係之第三人，如有違反願賠償一切因此所生之損害，並擔負相關民、刑事責任，絕無異議。

- 1、 未經申請核准，不得私自將機關之資訊設備、媒體檔案及公務文書攜出。
- 2、 未經機關業務相關人員之確認並代為申請核准，不得任意將攜入之資訊設備連接機關網路。若經申請獲准連接機關網路，嚴禁使用數據機或無線傳輸等網路設備連接外部網路。
- 3、 經核准攜入之資訊設備欲連接機關網路或其他資訊設備時，須經電腦主機房掃毒專責人員進行病毒、漏洞或後門程式檢測，通過後發給合格標籤，並將其粘貼在設備外觀醒目處以備稽查。
- 4、 廠商駐點服務及專責維護人員原則應使用機關配發之個人電腦與週邊設備，並僅開放使用機關內部網路。若因業務需要使用機關電子郵件、目錄服務，應經機關業務相關人員之確認並代為申請核准，另欲連接網際網路亦應經機關業務相關人員之確認並代為申請核准。
- 5、 機關得定期或不定期派員檢查或稽核立切結書人是否符合上列工作規定。
- 6、 本保密切結書不因立切結書人離職而失效。
- 7、 立切結書人因違反本保密切結書應盡之保密義務與責任致生之一切損害，立切結書人所屬公司或廠商應負連帶賠償責任。

立切結書人：

姓名及簽章 身分證字號 聯絡電話及戶籍地址

立切結書人所屬廠商：

廠商名稱及蓋章 廠商負責人姓名及簽章 廠商聯絡電話及地址

填表說明：

- 1、 廠商派駐服務人員、專責維護人員，或逗留時間超過三天以上之突發性維護增援、臨時性系統測試或教育訓練人員（以授課時需連結機關網路者為限）及經常到機關洽公之業務人員皆須簽署本切結書。
- 2、 廠商派駐服務人員、專責維護人員及經常到機關洽公之業務人員每年簽署本切結書乙次。

中 華 民 國 年 月 日

附錄、機關處置廠商積欠派駐勞工薪資作業程序

- 一、機關應注意廠商有無依契約約定之期限請款及給付派駐勞工薪資，並每月抽訪派駐勞工，瞭解廠商是否如期依約履行其對於勞工權益之義務。
- 二、機關如發現廠商未依契約約定給付派駐勞工薪資時，應即依契約第5條第14款限期催告廠商改正，並附記屆期未改正者，機關將終止契約。
- 三、廠商經機關書面限期催告而屆期未改正，機關認屬契約第16條第1款第13目所稱情節重大者，得書面通知廠商終止契約(寄送公文以存證信函雙掛號寄送，或填載送達證書並黏貼於信封背面，由收發人員以雙掛號交郵政機關送達)；終止契約後並採行下列措施：

(一) 機關公文得達到廠商，且廠商對機關之價金債權未經扣押或執行：

1. 廠商願意就積欠勞工薪資部分，以將對機關之契約價金債權讓與勞工：

(1) 派駐勞工之薪資處置：

機關依債權讓與通知，將機關須給付廠商之契約價金，給付予派駐勞工。

- (2) 勞工保險費、就業保險費、勞工職業災害保險費、積欠工資墊償基金、勞工退休金、健保費等費用處置：

A. 廠商可自行繳納者，於廠商出具繳納證明後，機關依約撥付予廠商。

B. 廠商因資金困難無法繳納者，機關書面通知勞動部勞工保險局(下稱勞保局)及衛生福利部中央健康保險署(下稱健保署)說明實情，俟該局(署)函復後，機關憑以簽辦核付該局(署)。

(3) 稅捐處置：

A. 營業稅部分：

依廠商開立之統一發票或憑據辦理，並請廠商自行申報。

B. 所得稅部分：

機關於付款(已扣除扣繳稅額後之給付淨額)後，應即時通知廠商依所得稅法第88條及第92條規定依限繳納扣繳稅款及申報憑單，並副知廠商所在地國稅局。

2. 廠商不願意辦理債權讓與勞工或置之不理：

由機關協助派駐勞工向法院聲請核發支付命令等之執行名義，並依該

等執行名義簽辦付款。

(二) 機關公文未能達到廠商，且廠商對機關之價金債權未經扣押或執行：

1. 派駐勞工之薪資處置：

機關依契約第5條第14款，將應給付廠商價金之一部分(即採購契約所載該派駐勞工薪資，包含加班費、差旅費，但不包含廠商及派駐勞工負擔之勞工保險費、就業保險費、勞工職業災害保險費、積欠工資墊償基金、勞工退休金、健保費及稅捐等費用)，給付派駐勞工；惟須洽請派駐勞工填具切結書。廠商及派駐勞工負擔之勞工保險費、就業保險費、勞工職業災害保險費、積欠工資墊償基金、勞工退休金、健保費，由機關檢具派駐勞工名單及其身分證字號，函請勞保局及健保署核算，俾作為扣除依據。

2. 勞工保險費、就業保險費、勞工職業災害保險費、積欠工資墊償基金、勞工退休金、健保費等費用處置：

(1) 機關書面通知勞保局、健保署說明實情；該等費用俟勞保局、健保署透過行政或法院強制執行後，機關憑以簽辦核付該局(署)。

(2) 機關書面通知勞保局時，併請該局注意派駐勞工有無再申請工資墊償。

3. 稅捐處置：

機關以書面檢具採購契約、廠商送機關備查之書面勞動契約及機關將應給付廠商價金之一部分給付派駐勞工薪資明細等資料通知廠商所在地國稅局：

(1) 營業稅部分：

A. 國稅局如認廠商失聯(如倒閉、擅自歇業他遷不明)而機關無法取得其開立之統一發票者，由稽徵機關開立營業稅繳款書(406繳款書)，交由機關持向公庫繳納營業稅。

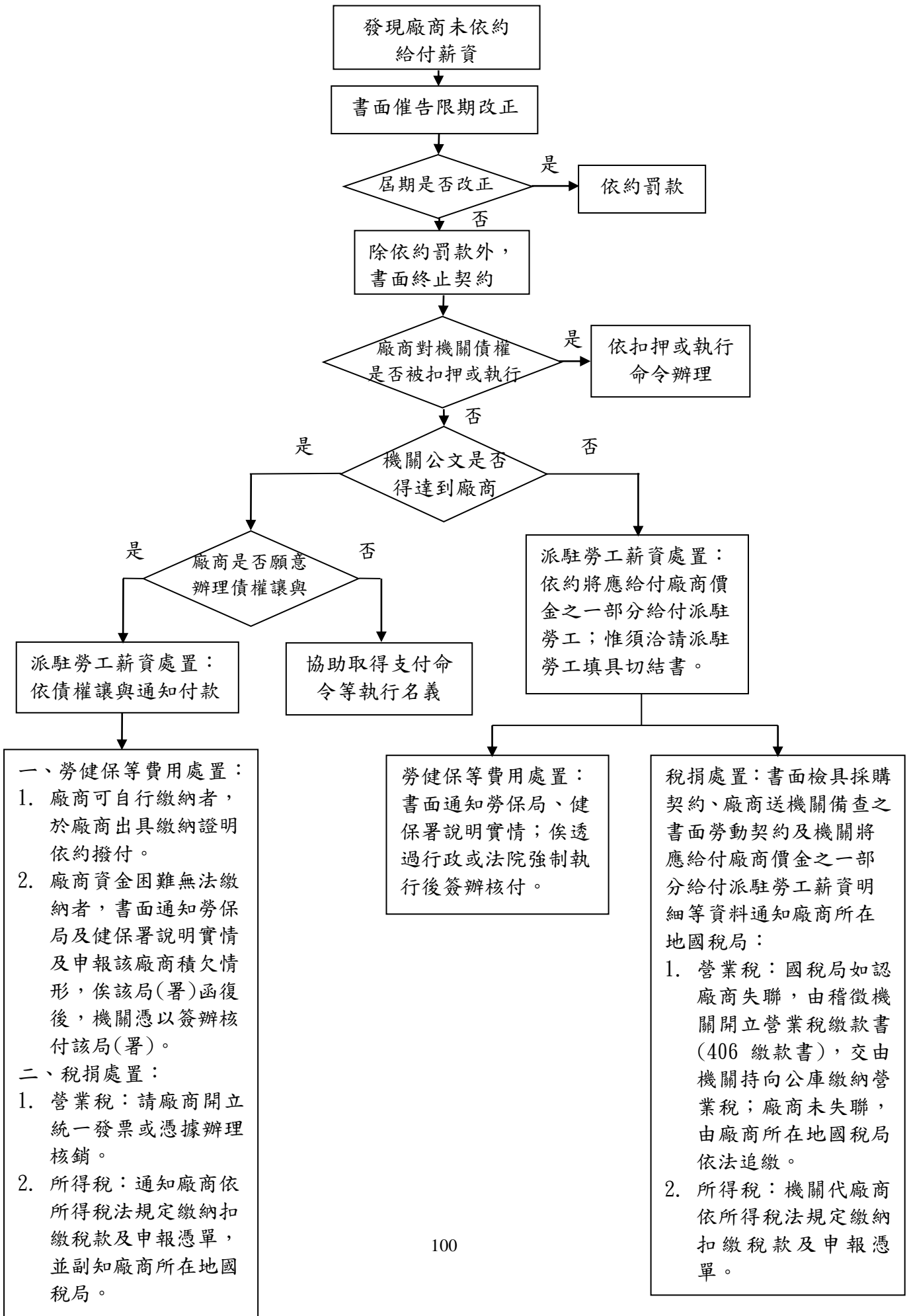
B. 非屬前開情形者，由所在地國稅局依法追繳。

(2) 所得稅部分：

機關於付款(已扣除扣繳稅額後之給付淨額)後，代廠商依所得稅法第88條及第92條規定繳納扣繳稅款及申報憑單。

四、機關處置廠商積欠派駐勞工薪資作業流程圖及派駐勞工切結書範本如附

件。



切結書範本

- 一、本人確實依與_____（得標廠商）之契約派至貴機關服務。
- 二、本人並無向_____（得標廠商）預（借）支薪資、亦無有廠商對本人得主張抵銷之事由，且無將薪資請求權讓與或設定其他權利之情事。
- 三、本人於收受機關給付金額後，就該金額不再向_____（得標廠商）請求薪資給付。
- 四、本人以上聲明全屬真實，並知如有不實，將負相關刑事法律責任，且機關或廠商因此所衍生之損害，本人願負民事賠償責任，特立此切結為憑。

此致

_____（機關）

立切結書人： _____（簽章）

國民身分證統一編號：

住址：

中 華 民 國 年 月 日