

**附 件 6 ( Attachment 6 )**

**預付款還款保證金不可撤銷擔保信用狀**

**IRREVOCABLE STANDBY LETTER OF CREDIT AS REFUND BOND**

<b>Irrevocable Standby Letter of Credit</b> (see notes 1)	<b>Credit number</b>
<b>Place and date of issue</b>	<b>Date and place of expiry (see notes 2)</b>
<b>Applicant</b>	<b>Beneficiary</b> BANK OF TAIWAN, DEPARTMENT OF PROCUREMENT ( BOT/DP ) NO. 45, WU CHANG STREET, SEC. 1, TAIPEI 100, REPUBLIC OF CHINA
<b>Advising bank</b>	<b>Amount (see notes 3)</b> <b>plus interest mentioned herein</b>

Gentlemen:

We hereby issue this Irrevocable standby Letter of Credit in your favor as refund bond for Contract No. \_\_\_\_\_ between yourselves and the Contractor (name of the successful Tenderer) under your Invitation No. \_\_\_\_\_ for the project of (subject).

Whereas you have agreed to effect a down payment or advance payment in the total sum of \_\_\_\_\_ to (name of the Contractor or the Contractor's designated firm) as provided in payment terms of the said contract, and whereas the Contractor has agreed that, in the event of default of contract on the part of the Contractor or for whatsoever reason including FORCE MAJEURE that makes the Contractor unable to perform the contract, the sum which may have been paid by you shall be refunded to you with the interest thereon at the rate of 5.00% per annum from the date the down payment or advance payment is paid to the Contractor or the Contractor's designated firm to the date the issuing bank of this credit honors the claimed amount.

We engage ourselves to pay you or the negotiating bank the claimed amount immediately without recourse upon receipt of your written statement certifying that (name of Contractor) has failed to fulfil the contractual obligations.

Special Instructions: 1. All charges including confirmation charge, if any, are for the applicant's account.  
2. Partial drawings are allowed.  
3. This Letter of Credit is available with any bank in Taiwan, the Republic of China by negotiation.

BOT/DP conducts above procurement service as agent on behalf of the Entrusting Entity and is fully authorized to receive, keep, forfeit and release of this refund bond.

This credit shall be released without interest pursuant to the requirements of the Contract.

This credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision, International Chamber of Commerce, Paris, France, Publication No.600 or latest version.)

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Authorized Signature

Notes:

1. The standby letter of credit shall be issued or confirmed by a bank registered in Taiwan, the Republic of China except Bank of Taiwan.
2. The place of expiry shall be indicated as "at the negotiating bank in Taiwan."
3. The currency must be the same as that of down payment or advance payment.