

財物採購契約範本

Model Contract for Property Procurement

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. 招標文件內之投標須知及契約條款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。

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.

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. 本契約之附件與本契約內之廠商文件，其內容與本契約條文有歧異者，除對機關較有利者外，其歧異部分無效。

In the event of any discrepancies between the Annexes to this Contract and the documents provided by the Contractor in this Contract, such inconsistencies shall be void unless otherwise they are more favorable to the Entity.

8. 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令或無法執行之部分，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) 經雙方代表人或其授權人簽署契約正本 2 份，機關及廠商各執 1 份，並由雙方各依規定貼用印花稅票。副本 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. (to be specified by the Entity) copies 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 to be fulfilled by the Contractor (to be specified by the Entity in the tender documentation)

- (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

契約價金之給付，得為下列方式(由機關擇一於招標時載明)：

The contract price may be paid by the following methods (one of the methods to be specified by the Entity in the tender documentation)：

- 依契約價金總額結算。因契約變更致履約標的項目或數量有增減時，就變更部分予以加減價結算。若有相關項目如稅捐、利潤或管理費等另列一式計價者，應依結算總價與原契約價金總額比例增減之。但契約已訂明不適用比例增減條件，或其性質與比例增減無關者，不在此限。

The payment shall be made by the total contract price. Where the items or quantities of the subject of contract are increased or reduced due to contract amendment, the contract price may be increased or reduced accordingly for the amended ones. If there is any related item which the price is offered by one lot, such as taxes, profits, management fees, etc., its price shall be calculated separately and be increased or reduced in accordance with the percentage of final payment amount over the total contract price, except otherwise specified or its characteristics are not related to increase or decrease in such percentage.

- 依實際供應之項目及數量結算，以契約中所列履約標的項目及單價，依完成履約實際供應之項目及數量給付。若有相關項目如稅捐、利潤或管理費等另列一式計價者，應依結算總價與原契約價金總額比例增減之。但契約已訂明不適用比例增減條件，或其性質與比例增減無關者，不在此限。

The payment shall be made by the item and quantity actually supplied in accordance with the item and unit price specified in the contract. If there is any related item which the price is offered by one lot, such as taxes, profits, management fees, etc., its price shall be calculated separately and be increased or reduced in accordance with the percentage of final payment amount over the total contract price, except otherwise specified or its characteristics are not related to increase or decrease in such percentage.

- 部分依契約價金總額結算，部分依實際供應之項目及數量結算。屬於依契約價金總額結算之部分，因契約變更致履約標的項目或數量有增減時，就變更部分予以加減價結算。屬於依實際供應之項目及數量結算之部分，以契約中所列履約標的項目及單價，依完成履約實際供應之項目及數量給付。若有相關項目如稅捐、利潤或管理費等另列一式計價者，應依結算總價與契約價金總額比例增減之。但契約已訂明不適用比例增減條件，或其性質與比例增減無關者，不在此限。

The payment shall be made by the total contract price for specific items, and the other items shall be paid by the item and quantity actually supplied. For the payment made by the total contract price, where the items or quantities of the subject of contract are increased or reduced due to contract amendment, the contract price may be increased or reduced accordingly for the amended ones. For others paid by the item and quantity actually supplied, the payment shall be made by the item and unit price specified in the contract. If there is any related item which the price is offered by one lot, such as taxes, profits, management fees, etc., its price shall be calculated separately and be increased or

reduced in accordance with the percentage of final payment amount over the total contract price, except otherwise specified or its characteristics are not related to increase or decrease in such percentage.

其他 Others：

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____%(由機關視需要於招標時載明)減價，並處以減價金額____%(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 ____%(to be specified by the Entity in the tender documentation) of the price of the non-conformity item. Moreover, a penalty of ____%(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) 依契約價金總額結算給付者，未列入標價數量清單之項目或數量，其已於契約載明應由廠商供應或為廠商完成履約所必須者，仍應由廠商負責供應，不得據以請求加價。如經機關確認屬漏列且未於其他項目中編列者，應以契約變更增加契約價金。

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. If the Entity confirms that such item or quantity is not included in other items of the contract due to errors of omissions, contract amendment shall be made to increase the contract price.

- (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。依法令應以機關名義申請之許可或執照，由廠商備具文件代為申請者，其需繳納之規費不含於契約價金，由廠商代為繳納後機關覈實支付，但已明列項目而含於契約價金者，不在此限。

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. Where the Contractor prepares the documents and applies on behalf of the Entity for an approval or a license which by law shall be applied in the name of the Entity, the regulatory

fees of the approval or license shall not be included in the contract price, and shall be paid by the Entity after verification, unless an item of such fees are specified and included in the contract price.

(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。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.

(七) 廠商為履約須進口自用機具、設備或材料者，其進口及復運出口所需手續及費用，由廠商負責。

With respect to the machinery, equipment or materials imported by the Contractor for his performance of the Contract, the formalities required to be taken and charges thus incurred for their import and return shipments shall be assumed and borne by the Contractor.

(八) 契約規定廠商履約標的應經第三人檢驗者，除另有規定外，其檢驗所需費用，由廠商負擔。

Where the contract specifies that the subject of contract is to be inspected by a third party, the expenses incurred by the inspection shall be borne by the Contractor, except otherwise specified.

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 specified in the contract, payment of the contract price shall be made as follows :

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 refund 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 method of deducting the advance payment from other payments is as follows: _____ (to be specified by the Entity in the tender documentation, optional)

2. 分期付款 (無者免填):

Installments (optional):

- (1) 契約分期付款為契約價金總額____%(由機關於招標時載明),其各期之付款條件:_____ (由機關於招標時載明)

The payment by installments is ____% of the total contract price (to be specified by the Entity in the tender documentation), and the payment terms for each installment is as follows: _____ (to be specified by the Entity in the tender documentation)

- (2) 廠商於符合前述各期付款條件後提出證明文件及預付款還款保證(契約未約定預付款還款保證者則免)。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 and a refund bond for advance payment (not required if the refund bond for advance payment is not

specified in the contract) 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 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 working days.

3. 分批付款(由機關視需要於招標時載明，無者免填)：

Payment by deliveries (to be specified by the Entity in the tender documentation, optional)

- 分批交貨，分批付款，每批數交貨完畢後付款。廠商於符合前述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。

Supply by deliveries, and payment by each delivery. Payment shall not be made until each delivery is completed. 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 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 working days.

- 得分批交貨，但全部批數交貨完畢後付款。廠商於符合前述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。

Supply by deliveries is acceptable, but the payment will not be made until all supplies are delivered. 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 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 working days.

4. 訓練費之付款(由機關視需要於招標時載明，無者免填)：

The payment of training fees (to be specified by the Entity in the tender documentation, optional)

- 訓練完成後付款。廠商於符合前述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 payment shall be made after the training is finished. 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 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 working days.

其他：_____（由機關於招標時載明）。

Others: _____ (to be specified by the Entity in the tender documentation).

5. 安裝測試費之付款(由機關視需要於招標時載明，無者免填)：

The payment of installation and testing fees (to be specified by the Entity in the tender documentation, optional)

安裝測試完成後付款。廠商於符合前述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 payment shall be made after the installation and test are finished. 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 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 working days.

其他：_____（由機關於招標時載明）。

Others: _____ (to be specified by the Entity in the tender documentation)。

6. 驗收後付款：於驗收合格，廠商繳納保固保證金（契約未明定需繳納保固保證金者則免）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 without unqualified matters: After the Contractor depositing a warranty bond (not required if a warranty bond is not specified in the contract), 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.

7. 其他付款條件 Other terms of payment: _____

8. 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，自資料澄清或補正之次日重新起算；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.

9. 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 _____%(由機關於招標時載明；未載明者，依採購法施行細則第 111 條第 1 項所定百分比)以上，且經機關通知限期改善未積極改善者。

Where the actual progress of contract performance has been delayed by _____% or more (to be specified by the Entity in the tender documentation; if not specified, the percentage shall be determined in accordance with paragraph 1 of Article 111 of the Enforcement Rules of the Act) due to causes attributable to the Contractor, and the Contractor has not actively made improvement within a time-limit notified by the Entity.

- (2) 履約有瑕疵經書面通知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，經通知仍延不履行者。

Where a contract matter has not been fulfilled after notifying by the Entity.

- (4) 廠商履約人員不適任，經通知更換仍延不辦理者。

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.

10. 物價指數調整（無者免填）：

Adjustment by price index (optional):

- (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)。

In the event of fluctuation of price during the period of contract performance, the contract price may be adjusted basing on the increase or decrease of over than 5% of the price index of _____, which is published by the Directorate-General of Budget, Accounting and Statistics of the Executive Yuan. (The subject item which may be adjusted is to 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 the event that the base period of applicable price index changes, the subject of contract completed from the month that a new base period starts will be subject to the price index of the new base period in calculating the amount of price adjustment; whereas the payment amount that has been cleared off based on the index of previous base period shall not be subject to recalculation. The same method shall apply to the monthly amendment of price index.

11. 契約價金得依前目或_____ (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 preceding sub-paragraph or _____ (a price 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.

12. 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。

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.

13. 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.

14. 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 the physically or mentally disabled or the indigenous people in accordance with the provisions of People with Disabilities Rights Protection Act, Indigenous Peoples Employment Rights Protection Act, and Government Procurement Act. Where insufficient hiring of such persons, the payment of compensation for such insufficiencies and substitute fee shall be periodically and respectively made to the Disabled Employment Funds established by the responsible authority of labor affairs in the municipality, county or city where the Contractor is located, and to the employment fund of the Aboriginal Comprehensive Development Fund established by Council of Indigenous Peoples. Foreign workers shall not be hired to make up the shortage in question. The data of the Contractors who hire more than 100 employees locally mentioned above shall be provided by the Entity to the Government e-Procurement System for the responsible entities of labor affairs and indigenous peoples affairs to check and verify the payment of compensation for such insufficiencies and substitute fee. Double check by the Entity is not needed.

15. 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、設備及施工所必須之費用。

Expect otherwise specified, the total contract price shall cover the expenses of all materials, labor, machinery, equipment and work needed for contract performance.

16. 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。

Directorate-General of Budget, Accounting and Statistics, Executive Yuan.

(二) 廠商請領契約價金時應提出電子或紙本統一發票，無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.

(三) 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，無者免填)：

Other documents to be presented by the Contractor for payment (to be specified by the Entity in the tender documentation, optional)：

外國廠商之商業發票。

Commercial Invoice issued by a foreign contractor.

成本或費用證明。

Certificate of cost or expense.

海運、空運提單或其他運送證明。

Bill of Lading, Air Waybill or other certificate of delivery.

送貨簽收單。

Receipt of delivery.

裝箱單。

Packing list.

重量證明。

Weight certificate.

檢驗或檢疫證明。

Certificate of inspection or quarantine.

保險單或保險證明。

Insurance policy or insurance certificate.

保固證明。

Warranty certificate.

契約規定之其他給付憑證文件。

Other documents for payment specified by the contract.

- (四) 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.

- (五) 履約標的自中華民國境外輸入，契約允許以不可撤銷信用狀支付外國廠商契約價金，廠商遲延押匯或所提示之文件不符契約或信用狀規定，致機關無法提貨時，不論機關是否辦理擔保提貨，其因此而發生之額外倉租及其他費用，概由廠商負擔。

Where the subject of contract is imported from abroad and the contract price for foreign contractor is to be paid by an irrevocable L/C in accordance with the contract, and where the Entity is unable to take delivery of the cargo as a result of the Contractor's delay in making the above-mentioned documents available to the Entity or as a result of the documents being not in compliance with the requirements of the Contract or the relevant L/C, regardless of whether the documents are acceptable to the bank under guarantee or not, any extra storage charge and expense thus incurred shall be borne by the Contractor.

- (六) 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.

- (七) 履約範圍包括代辦訓練操作或維護人員者，其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，不包括在契約價金內。

Where the scope of contract performance include the training of operation or maintenance personnel, except for the necessary expenses generated by the Contractor, the traveling fees and living expenses of the trainees of the Entity shall be borne by the Entity, and the amount of such fees and expenses shall not be included in the contract price.

- (八) 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本條前列各款規定(採購法第 98 條之規定除外)，或與機關另行議定。

Where there is a subcontract reported to the Entity for file pursuant to paragraph 2 of Article 67 of the Act and the subcontracted part has been pledged by the Contractor to the subcontractor, the terms of payment specified in the subcontract shall meet the requirements referred to in the above paragraphs (except the provision of Article 98 of the Act), or shall be negotiated and decided by the Contractor and the Entity.

第六條 稅捐

Article 6 Tax

- (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 NT 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) 廠商為進口施工或測試設備、臨時設施、於我國境內製造財物所需設備或材料、換新或補充前已進口之設備或材料等所生關稅、貨物稅及營業稅等稅捐、規費，由廠商負擔。

Any tax or regulatory fee, such as customs duty, commodity tax, business tax, etc., which is imposed upon because the Contractor has imported equipment for work execution or testing, temporary facilities, or equipment or materials for producing property within the territory of the Republic of China, or has made a replacement or supplement for the equipment or materials already imported, shall be borne by the Contractor.

- (三) 進口財物或臨時設施，其於中華民國以外之任何稅捐、規費或關稅，由廠商負擔。

For the imported property or temporary facilities, it is the responsibility of the Contractor to pay taxes, regulatory fees or customs duty of other countries outside the Republic of China.

第七條 履約期限

Article 7 Time-limit for contract performance

- (一) 履約期限(由機關於招標時載明)

The time-limit for contract performance (to be specified by the Entity in the tender documentation) :

- 廠商應於____年____月____日以前或(決標日機關簽約日機關通知日收到信用狀日)起____天/月內將採購標的送達____(指定之場所)/完成____(交易條件)。

The subject of contract shall be delivered by the Contractor at the____(the premise designated)/finished____(terms of trade) on or before ____ (day/month/year)(the date of award/the date of the contract-signing by the Entity/the notifying date of the Entity/within____days/months after the receipt of Letter of Credit).

- 廠商應於____年____月____日以前或(決標日簽約日收到信用狀日)起____天/月內將採購標的送達____(指定之場所)，安裝測試完畢，且測試結果符合契約規定。

The subject of contract shall be delivered by the Contractor at the____(the premise designated) on or before (day/month/year) ____ (the date of award/the date of the contract-signing/within ____days/months after the receipt of Letter of Credit) on condition of the completion of installation and testing, and the result of testing meet the requirements of the contract.

- 分批交貨之期限 The time-limit for delivery by two or more shipments :

完成交貨之期限 The time-limit for the completion of delivery :

完成安裝測試之期限 The time-limit for the completion of installation and testing : _____

其他 Others : _____

(二) 測試期間(無者免填) The period of testing (optional) : _____

(三) 本契約所稱日(天)數, 除已明定為日曆天或工作天者外, 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, 所有日數均應計入。

Where “calendar day” is applied, all days shall be included in the time-limit for contract performance.

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(6)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) 中華民國開國紀念日(1月1日)、和平紀念日(2月28日)、兒童節(4月4日, 放假日依「紀念日及節日實施辦法」規定)、勞動節(5月1日)、國慶日(10月10日)。

The Founding Day of the Republic of China (January 1), Peace Memorial Day (February 28), Children’s Day (April 4, subject to the Regulations for the Implementation of Memorial Day and Holidays), Labor Day (May 1), Birthday of the Republic of China (October 10).

(3) 勞動節之補假(依勞動部規定); 軍人節(9月3日)之放假及補假(依國防部規定, 但以國軍之採購為限)。

A deferred holiday for Labor Day (subject to the regulations prescribed by the Ministry of Labor); 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) 農曆除夕及補假、春節及補假、民族掃墓節、端午節、中秋節。

Chinese New Year’s Eve and its deferred holiday, Spring Festival and its deferred holidays, Tomb Sweeping Day, Dragon Boat Festival, and Moon Festival.

(5) 行政院人事行政總處公布之調整放假日及補假。

Adjusted and deferred holidays announced by the Directorate-General of

Personnel Administration.

- (6) 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. 履約項目如包括工程之施工，免計工作天之日，以不得施工為原則。廠商如欲施工，應先徵得機關書面同意，該日數 應； 免計入履約期限（由機關於招標時勾選，未勾選者，免計入履約期限）。

In the event of construction works included in the contract, no works 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 _____ p.m. to _____ p.m. The working hours of half a day are from _____ a.m. to _____ p.m.

- (四) 契約如需辦理變更，其履約標的項目或數量有增減時，變更部分之履約期限由雙方視實際需要議定增減之。不受增減項目或數量影響之部分，契約原約定之履約期限不予變更。

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. For the part of the Contract which is not influenced by the increase or decrease of the items or quantities of the subject of contract, the time-limit for contract performance of such part shall not be amended.

- (五) 履約期限展延：

The extension of the time-limit for contract performance:

1. 履約期限內，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____日內（由機關於招標時載明；未載明者，為7日）通知機關，並檢具事證，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。其事由未逾半日者，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 within_____ days (to be specified by the Entity in the tender documentation;“7 days” will apply, if not specified) 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.

(六) 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 commence from a designated date, the date shall be included. Where the period of contract performance commence 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.

(七) 廠商履約交貨之批數如下(由機關視需要於招標時載明，無者免填)。

The number of delivery/shipment of the contract is as follows (to be specified by the Entity in the tender documentation, optional) :

一次交清。Partial delivery is not allowed.

分_____批交貨。_____shipments are allowed.

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。受損之一方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) 履約標的未經驗收移交機關前，所有已完成之履約標的及到場之材料、機具、設備，包括機關供給及廠商自備者，均由廠商負責保管。如有損壞缺少，概由廠商負責。其屬經機關已估驗計價者，由廠商賠償。部分業經驗收付款者，其所有權屬機關，禁止轉讓、抵押、出租、任意更換或其他有害所有權行使之行為。

Where the subject of contract has not passed the inspection and acceptance before transferring to the Entity, the Contractor shall be responsible for safeguarding not only all the completed part of the contract but also materials, machines, and equipments onsite, either supplied by the Entity or provided by the Contractor itself. The Contractor shall be responsible for the damages or shortage, if any. Where the assessment process has been conducted and contract amount related thereto has been paid by the Entity, the Contractor shall be responsible for compensation related thereto. If partial payment has been made after passing the inspection and acceptance process, the ownership shall belong to the Entity; and thus, the Contractor shall not transfer, mortgage, lease, replace without prior approval, or conduct any other behaviors that damage the rights of ownership of the Entity.

- (三) 履約標的未經驗收前，機關因需要使用時，廠商不得拒絕。但應由雙方會同使用單位協商認定權利與義務後，由機關先行接管。使用期間因非可歸責於廠商之事由，致遺失或損壞者，應由機關負責。

Where the Entity needs to use the subject of contract prior the completion of the inspection and acceptance, the Contractor shall not reject such requirements. However, the Entity shall take over them in advance after identifying the rights and responsibilities through negotiation by both parties and the using units jointly. The Entity shall be responsible for loses and damages that are not attributable to the Contractor during the service period.

- (四) 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.

- (五) 前款工作場地設備，指廠商為契約履約之場地或履約地點以外專為契約材料加工之場所之設備，包括履約管理、工人住宿、材料儲放等房舍及其附屬設施。該等房舍設施，應具備滿足工作人員生活與工作環境所必要的條件。

The work site facilities mentioned in the preceding subparagraph refer to the facilities or the facilities used for material processing under the contract by the Contractor either onsite or offsite, including the houses and any other affiliated facilities for the purposes of contract management, accommodation for the workers, and material storage. The conditions of such houses and facilities shall meet the necessary requirements for the living and working environment of the workers.

- (六) 廠商自備之材料、機具、設備，其品質應符合契約之規定，進入機關履約場所後由廠商負責保管。非經機關許可，不得擅自運離。

The quality of the materials, machines, and equipment furnished by the Contractor shall meet the requirements prescribed in the contract. After being moved into the Entity's premise for contract performance, such property shall be kept in the Contractor's custody and cannot be moved out of the premise without the Entity's consent.

- (七) 各項設施或設備，依法令規定須由專業技術人員安裝、履約或檢驗者，廠商應依規定辦理。

Where facilities or equipment are to be installed, fulfilled or inspected by professional technicians pursuant to the laws and regulations, the Contractor shall conduct them hereof.

- (八) 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.

- (九) 契約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.

- (十) 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.

- (十一) 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.

- (十二) 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.

- (十三) 廠商及分包廠商履約，不得有下列情形：僱用無工作權之人員、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.

- (十四) 契約訂有履約標的之原產地者，廠商供應之標的應符合該原產地之規定。

If the contract has specified the source of origin for the subject of contract, the subject provided by the Contractor shall conform to such requirement.

- (十五) 採購標的之進出口、供應、興建或使用涉及政府規定之許可證、執照或其他許可文件者，依文件核發對象，由機關或廠商分別負責取得。但屬應由機關取得者，機關得通知廠商代為取得，費用詳第 4 條。屬外國政府或其授權機構核發之文件者，由廠商負責取得，並由機關提供必要之協助。如因未能取得上開文件，致造成契約當事人一方之損害，應由造成損害原因之他方負責賠償。

Where import/export, supply, construction or usage involves government permits, licenses or other approval documents, the Entity or the Contractor shall be responsible for acquiring them, according to which party the document will be issued to. However, the Entity may stipulate in the contract that the Contractor acquires the document on the Entity's behalf; the associated costs are stipulated under Article 4 of the Contract. The documents issued by a foreign government or its authorized institution shall be obtained by the Contractor, and the Entity shall provide the Contractor with necessary assistance. If a party is attributable to the case of failure in obtaining the above documents, the damages thus incurred shall be borne by the party.

- (十六) 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.

- (十七) 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.

- (十八) 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.

(十九) 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，其危險及費用，均由廠商負擔。

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.

(二十) 履約所需臨時場所，除另有規定外，由廠商自理。廠商應規範其人員、設備僅得於該臨時場所或機關提供之場所內履約，並避免其人員、設備進入其他場所或鄰地。

Except otherwise specified, the temporary work sites for contract performance shall be furnished by the Contractor. The Contractor shall mandate its personnel and equipment for contract performance to perform the contract only at the temporary work sites or the place provided by the Entity, and shall restrict them from entering into other places or adjacent areas.

(二十一) 機關提供之履約場所，各得標廠商有共同使用之需要者，廠商應依與其他廠商協議或機關協調之結果共用場所。

Where it is necessary for various contractors to use the same site provided by the Entity for contract performance, the Contractor shall use the site jointly with other contractors through negotiation with other contractors or based on the results arranged by the Entity.

(二十二) 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 property provided or owned by the Entity has to be transported out of Entity's premises for processing, improvement or maintenance, the Contractor shall be liable to pay compensation in the event of loss, damage, or occupation. The Entity may, upon considering the actual needs, prescribe that the Contractor shall provide a guarantee bond for the same value of the subject or a fixed sum_____ (to be specified by the Entity in the tender documentation).

(二十三) 廠商於機關場所履約者，應隨時清除在該場所暨週邊一切廢料、垃圾、非必要或檢驗不合格之材料、工具及其他設備，以確保該場所之安全及環境整潔，其所需費用概由廠商負責。

The Contractor who fulfills the contract at the Entity's premise shall clean the trash, garbage, and any other unnecessary and unqualified materials, facilities and other

equipments at or around the premise at any time in order to secure the safety and tidiness of the site. The expense incurred therefrom shall be borne by the Contractor.

(二十四) 廠商供應履約標的之包裝方式，應符合下列規定(無者免填)：

The packaging method for the subject of contract supplied by the Contractor shall meet the following stipulations (optional):

防潮、防水、防震、防破損、防變質、防鏽蝕、防曬、防鹽漬、防污或防碰撞等。

Moisture proof, waterproof, shake proof, breakage-proof, anti-deterioration, anti-corrosion, anti-sun ray, anti-saline, anti-pollution or anti-bump, etc.

恆溫、冷藏、冷凍或密封。

Constant temperature, refrigerated, frozen, or sealed.

每單位包裝之重量、體積或數量：_____

Weight, volume or quantity per unit

包裝材料 Packaging materials. : _____

包裝外應標示之文字或標誌：_____

Words or symbols to be displayed on the outside of the packaging.

包裝內應隨附之文件：_____

Accompanying documents to be put inside the packaging.

其他必要之方式 Other necessary methods : _____

(二十五) 採購標的之包裝及運輸方式，契約未訂明者，由廠商擇適當方式為之。包裝及運輸方式不當，致採購標的受損，除得向保險公司求償者外，由廠商負責賠償。

The Contractor may select appropriate packaging and transportation methods for the subject of procurement, if they are not specified in the contract. Damages to the subject of procurement, due to improper packaging or transportation that cannot be fully compensated through insurance claims, shall be borne by the Contractor.

(二十六) 以海空運輸入履約標的：

The subject of contract to be imported by sea or air:

1. 以 CFR/CPT 或 CIF/CIP 條件簽約者，廠商應依照契約規定負責洽船或洽機裝運。以其他條件簽約者，由機關負責洽船或洽機裝運。

For a contract signed on CFR/CPT or CIF/CIP basis, the Contractor shall be responsible for the arrangement of transport by sea or air in accordance with the requirements of the contract. However, for a contract signed on other terms, the Entity shall be responsible for the arrangement of transport by sea or air.

2. 廠商安排之承運船舶，如因船齡或船級問題而發生之額外保險費，概由廠商負擔。除另有規定外，財物不得裝於艙面。

The Contractor shall be responsible for any additional insurance premium incurred because of the age or classification of the carrying vessel arranged by the Contractor. Shipment on deck is not allowed, unless otherwise specified.

(二十七) 廠商履約人員對於所應履約之工作有不適任之情形者，機關得要

求更換，廠商不得拒絕。

Where the Contractor's personnel are unsuitable to perform the contract, the Entity may ask the Contractor to replace them by others, and the Contractor shall not object it.

(二十八) 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)

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查驗之規定，廠商應按規定之階段報請機關監督人員查驗。機關監督人員發現廠商未按規定階段報請查驗，而擅自繼續次一階段工作時，得要求廠商將未經查驗及擅自履約部分拆除重做，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查驗人員隨時辦理廠商申請之查驗工作，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查驗、測試、檢驗、初驗及驗收所必須之儀器、機具、設備、人工及資料。但契約另有規定者，不在此限。契約規定以外之查驗、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) 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、拆除、重作、退貨或換貨。

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查驗、測試或檢驗之權利，不受該標的曾通過其他查驗、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(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 following insurance shall be effected by the Contractor within the period of contract performance. (to be specified by the Entity in the tender documentation, not applicable if not specified). Where the Contractor is a natural person, the personal

accident insurance shall be effected.

- 安裝財物綜合保險。(是否附加第三人意外責任險、鄰近財物險、雇主意外責任險，由機關擇定後於招標時載明)

General property installation insurance. (Whether it extends to the accident insurance of the third party, the insurance to neighboring property or the employer's liability insurance for accident shall be specified by the Entity in the tender documentation)

- 雇主責任險。Employer's liability insurance.
 機械保險、電子設備綜合保險或鍋爐保險。

General insurance for machinery, electronic equipment or furnace.

- 廠商應按進口財物契約價格(CIF/CIP 價款)之 110%投保海/空運輸全險，包括協會貨物條款(海)/(空運)，協會貨物兵險條款，協會貨物罷工條款及偷竊、挖盜、未送達、漏失、破損、短缺、暴動險等(由機關於招標時載明)，並延伸至機關指定之地點，以涵蓋在中華民國境內之內陸保險。

The general insurance for ocean/air transportation shall be effected for an amount equal to 110% of the contract price of imported property (CIF/CIP price) against those including Institute Cargo Clauses (Ocean)/(Air), Institute War Clauses (Cargo/Air Cargo), Institute Strike Clauses (Cargo/Air Cargo) and theft, pilferage, non-delivery, leakage, breakage, shortage and riot, etc.. (to be specified by the Entity in the tender documentation) The coverage shall be extended to the site designated by the Entity to cover the inland insurance within the territory of the Republic of China.

- 其他 Others

- (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)：

For insurance procured by the Contractor in accordance with the preceding paragraph, the contents are as follows (to be specified or modified in the tender documentation by the Entity basing on the characteristics of insurance)：

1. 承保範圍：(由機關於招標時載明，包括得為保險人之不保事項)

Scope of insurance (to be specified by the Entity in the tender documentation, including matters which may be non-insured)

2. 保險標的：履約標的。

The subject to be insured: The subject of contract.

3. 被保險人：以機關及廠商為共同被保險人。

The insured：The Entity and the Contractor shall be listed as co-insured.

4. 保險金額：含財物金額、運費及保險費之 110%。

The insured amount：110% coverage of the property value, freight and insurance premium.

5. 第三人意外責任險：(載明每一個人體傷或死亡之保險金額下限，每一事故體傷或死亡之保險金額下限，每一事故財物損害之保險金額下限，上述理賠合併單一事件之保險金額下限與保險期間最高累積責任上限。應含廠商、分包廠商、機關及其他任何人員，並包括鄰近財物險。)

Accident insurance of the third party : (It shall specify the minimum coverage of individual physical injury or death, of total individual injury or death in an accident, and of total property damage in an accident respectively. The claims mentioned above shall include the minimum coverage for each event and the maximum coverage for the accumulated responsibility during the period of insurance. The Contractors, subcontractors, the Entity and any other personnel shall be covered, and the insurance to neighboring property shall be included.)

6. 每一事故之自負額上限：(由機關於招標時載明)

The maximum amount of deductible for each accident : (to be specified by the Entity in the tender documentation)

7. 運輸險保險期間：自 _____(地點)起至契約所定 _____(地點)止。

The period of insurance for transportation : from _____(site) to _____(site) specified in the contract.

8. 受益人：機關(不包含責任保險)。

Beneficiary: The Entity (excluding liability insurance).

9. 未經機關同意之任何保險契約之變更或終止，無效。但有利於機關者，不在此限。

Any amendment or termination of the insurance policies without the prior consent of the Entity shall be invalid, unless it is in favor of the Entity.

10. 其他 Others :

(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。

Where there is any matter uninsured in the provisions of insurance policy that is not specified in the contract, the Contractor shall be liable for the risks and potential compensation of the events.

(四) 採購進口財物以 CIF 或 CIP 條件簽約者，廠商應依契約規定條件辦理保險。保險單或保險證明書應於押匯時背書予機關。

For property procurement imported on CIF or CIP basis, the Contractor shall procure insurance in accordance with the insurance coverage specified in the Contract. Insurance policy or certificate shall be endorsed to the order of the Entity, upon the presentation of relevant documents to the bank for negotiation.

(五) 採購進口財物以 CFR/CPT 或 FOB/FCA 條件簽約者，廠商應於每批貨物裝運前將裝運資料書面通知機關，以便機關辦理保險。廠商如未及時通知，致機關未能辦妥貨物保險因而發生之一切損失或損害，應由廠商負責賠償

For property procurement imported on CFR/CPT or FOB/FCA basis, the Contractor shall notify the Entity of the shipping information of each shipment in writing not later than the date of each shipment to enable the Entity to arrange for insurance. Failing to do so, the Contractor shall pay compensation to the Entity for any loss or damage to the property that has not been covered by insurance.

(六) 前款之書面資料應記載下列資料：招標案號、契約編號、財物名稱、數量、發票總金額、船名或機名(加註航次)、裝貨港口或機場、預定

啟運時間、預定到達時間。

The following details shall be indicated in the aforesaid shipping documents: invitation number, contract number, description of property, quantity, total invoice amount, name of vessel or aircraft (including voyage number or flight number), port or airport of loading or departure, estimated time of departure (ETD) and estimated time of arrival (ETA).

- (七) 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 request for an extension of the time-limit of contract performance on account of the time consumed in making an insurance claim.

- (八) 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。

Where the Contractor does not effect insurance required in the contract, the scope of insurance is insufficient, or sufficient insurance payment cannot be gained from the insurer, the losses or compensation incurred shall be borne by the Contractor.

- (九) 保險單正本 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。

One original copy of the insurance policy and one duplicate copy of the payment receipt shall be submitted to the Entity immediately after the insurance is effected. Any increase in the insurance premium due to an extension of the time-limit of contract performance for causes not attributable to the Contractor, shall be negotiated by both parties to the contract as to how to spare the additional premium reasonably.

- (十) 廠商應依中華民國法規為其員工及車輛投保勞工保險、全民健康保險及汽機車第三人責任險。其依法免投勞工保險者，得以其他商業保險代之。

The Contractor is obliged to effect the following insurances for its employees and vehicles in accordance with laws and regulations of the Republic of China: labor insurance, national health insurance, and the third party insurance for car and motorcycle. Where the Contractor is not needed to effect labor insurance by the relevant laws and regulations, it may be replaced by other commercial insurance.

- (十一) 海空運輸險之保險金額，得為包括內陸險在內之設備器材運抵機場場所金額之全險，並包括偷竊、挖盜、未送達、漏失、破損、短缺、戰爭、罷工及暴動險(由機關擇定後於招標時載明)。

The insured amount for ocean/air transportation may include all risks, including inland risks for equipment to be transported to the Entity's premise as well as the insurance for theft, pilferage, non-delivery, leakage, breakage, shortage, war, strike and riot (to be specified by the Entity in the tender documentation).

- (十二) 安裝綜合保險之承保範圍，得包括山崩、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、火災、爆炸、破壞、竊盜、搶奪、強盜、暴動、罷工、勞資糾紛或民眾非理性之聚眾抗爭等事項所生之損害(實際承保範圍，由機關於招標時載明)。

The scope of general installation insurance may cover all the damages caused by mountain collapse, earthquake, tsunami, volcanic eruption, typhoon, torrential rain, hail, flood, earth flow, land collapse, landslide, thunder strike and any other natural disaster, fire, explosion, destruction, theft, robbery, bandit, riot, strike, dispute between workers and employers or irrational massive public protest, etc.. (the actual scope of insurance

shall be specified by the Entity in the tender documentation)

(十三)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。

The Entity and the Contractor shall refrain from the occurrence of any of the circumstances specified in “Common Mistakes and Errors in Insurance Matters” prescribed by the responsible entity of the Act.

第十一條 保證金

Article 11 Guarantee Bond

(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。

The refund bond for advance payment shall 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。

The refund bond for advance payment shall 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。

The refund bond for advance payment shall 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。

The performance bond shall be released within 30 days upon satisfactory 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。

The performance bond shall be released by _____ 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)：

The performance bond shall be released by 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_____%(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。

_____% (to be specified by the Entity in the tender documentation) of the performance bond shall be released within 30 days upon satisfactory inspection and acceptance and when nothing is pending to be resolved. The rest shall be released within 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 日內一次發還。

The warranty bond shall be released in whole within 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 release of the price difference bond shall be subject to the same terms as that of the performance bond.

- 其他 Others：

- (二) 因不可歸責於廠商之事由，致全部終止或解除契約，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，履約保證金應提前發還。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, “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. Where the contract is suspended due to causes attributable to the Entity, the expense that is reasonable and necessary to extend 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：

The circumstances in which the performance bond deposited by the Contractor and the accrued interest thereon may not be released in whole or in part are as follows：

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 through 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 required within the time-limit specified in the Entity's notice, and that 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 time-limit 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 prescribed 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 release in parts is required by the contract, be the part that has not been released; the accrued interest that shall not be released 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 through 5 of this Article shall apply mutatis mutandis to the circumstances in which the warranty bond and the accrued interest thereon shall not be released.

(七) 廠商未依契約規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，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 required by the contract, or that the contract is terminated or rescinded, the Entity may, at any time, demand that the Contractor repay the remaining portion of the refund bond for advance payment plus interest at % annual rate (to be specified by the Entity reasonably in the tender documentation; if not specified, the floating interest rate of 1-year term of deposit posted savings by Chunghwa Post Co., Ltd. on the day that the Entity provides the advance payment), 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 deposit, a letter of joint guarantee, an insurance policies 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 competent governmental agency 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。

Where the guarantee bond is deposited in the form of a bearer's government bond, the bond will be released to the original depositor.

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 time-limit stipulated 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 an other 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.

- (十二) 連帶保證廠商非經機關許可，不得自行申請退保。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 apply for releasing 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 time-limit. 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接續履約者外，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 circumstances for not releasing performance bond by the contract exist, the joint-and-several guarantee supplier shall, within 5 days, make a supplemental payment to the Entity equal to the amount that had previously been substituted or reduced due to joint and several guarantee, unless the Entity has notify the joint-and-several guarantee supplier to take.

- (十四) 廠商為優良廠商或押標金保證金暨其他擔保作業辦法第 33 條之 6 所稱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。

Where the Contractor is an outstanding supplier or a globalized supplier as referred to in 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.

- (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 increase or decrease of the total contract price reaches NT\$ 1 million (or any other amount specified by the Entity in the tender documentation) during the period of contract performance, 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 for such adjustment.

第十二條 驗收

Article 12 The inspection and acceptance

- (一) 廠商履約所供應或完成之標的，應符合契約規定，無減少或減失價值或不適於通常或約定使用之瑕疵，且為新品。

The subject to be supplied or completed by the Contractor shall meet the requirements of the contract without reducing or losing its value or with any defects that make it unsuitable for normal or the agreed usage, and shall be a new one.

- (二) 驗收程序 (由機關擇需要者於招標時載明)：

The inspection and acceptance procedure (to be specified by the Entity in the tender documentation):

- 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 supervision unit and the Entity in writing about the date of completion of the contract performance prior to the expected date or on the date of completion of the contract performance. Except otherwise specified in the tender documentation, the Entity shall, accompanied by the Contractor and within _____ days (to be specified by the Entity in the tender documentation; “7 days” if not specified, pursuant to Article 92 of the Enforcement Rules of the Act) from the date of receipt of the written notification, check the completed items and quantities with the requirements specified in the contract to ascertain that the contract performance is completed.

- 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。廠商未依機關通知派代表參加初驗或驗收者，除法令另有規定外，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；廠商因此增加之必要費用，由機關負擔。

Where there is a preliminary inspection procedure after completion of contract performance, the Contractor shall, within _____ days (to be specified by the Entity in the tender documentation; “7 days” if not specified, pursuant to Article 92 of the Enforcement Rules of the Act) after completion of contract performance, provide related data to the Entity for review. The Entity shall conduct the preliminary inspection and take minutes within _____ days (to be specified by the Entity in the tender documentation; “30 days” if not specified, pursuant to Article 92 of the Enforcement Rules of the Act) from the date of receipt of all of the foregoing data. Where a preliminary inspection is passed, the Entity shall conduct the inspection and acceptance and make a record within _____ days (to be specified by the Entity in the tender documentation; “20 days” if not specified, pursuant to Article 93 of the Enforcement Rules of the Act). If the representative of Contractor is not present in the preliminary inspection or final acceptance as notified by the Entity, unless otherwise provided for in laws and regulations, the procedure and conclusion of the preliminary inspection or final acceptance will not be affected. In the event of delay in conducting the preliminary inspection or final acceptance due to causes attributable to the Entity, the amount of liquidated damages for such delay during that period shall not be calculated; the extra and necessary expenses thus incurred to the Contractor shall be borne by the Entity.

- 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。廠商未依機關通知派代表參加驗收者，除法令另有規定外，不影響驗收之進行及其結果。如因可歸責於機關之事由，延誤辦理驗收，該延誤期間不計逾期違約金；廠商因此增加之必要費用，由機關負擔。

Where no preliminary inspection is adopted, the Entity shall conduct the inspection and acceptance and take minutes within _____ days (to be specified by the Entity in the tender documentation; “30 days” if not specified, pursuant to Article 94 of the Enforcement Rules of the Act) after either receiving a ready-for-inspection notification from the Contractor or completing the prior procedures for inspection and acceptance. If the representative of Contractor is not present in the preliminary inspection or final acceptance as notified by the Entity, unless otherwise provided for in laws and regulations, the procedure and conclusion of the preliminary inspection and final acceptance will not be affected. In the event of delay in conducting the preliminary inspection or final acceptance due to causes attributable to the Entity, the amount of liquidated damages for such delay during that period shall not be calculated; the extra and necessary expenses thus incurred to the Contractor shall be borne by the Entity.

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)：

Others (for instance, inspection and acceptance by segment may be conducted in accordance with the progress of contract performance, and may be conducted by examining the documents prepared, depending on the situation of the procurement)

(三) 查驗或驗收有試車、試運轉或試用測試程序者，其內容(無者免填)：

Where there is a procedure of test run, test operation or trial use in the inspection and acceptance, the contents thereof shall be (optional)：

廠商應就履約標的於_____(場所)、_____(期間)及_____(條件)下辦理試車、試運轉或試用測試程序，以作為查驗或驗收之用。試車、試運轉或試用所需費用，由廠商負擔。但契約另有規定者，不在此限。

The procedures of test run, test operation or trial use of the subject of contract shall be conducted at _____(a certain place) in _____(time period) and under _____(conditions) by the Contractor for the purpose of inspection and acceptance. The expenses of aforementioned test run, test operation or trial use, except otherwise stipulated in the contract, shall be borne by the Contractor.

(四) 查驗或驗收人對隱蔽部分拆驗或化驗者，其拆除、修復或化驗所生費用，拆驗或化驗結果與契約規定不符者，該費用由廠商負擔；與規定相符者，該費用由機關負擔。契約規定以外之查驗、測試或檢驗，亦同。

Where the checkers or inspectors disassemble the covered parts of the subject of contract for inspection or analytical inspection, the expenses of disassembling, repairing, or conducting analytical inspection shall be borne by the Contractor in the event that there are non-conformities between the outcome of disassembling or analytical inspection and the requirements of the contract, or be borne by the Entity in the event of conformity. The aforementioned also shall apply to the check, test or examination not specified in the contract.

(五) 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 completion the subject of contract, the Contractor shall repair or restore public facilities or facilities belong to the Entity that have been damaged or relocated during performance. Moreover, the Contractor shall remove or clear all machines, equipment, wastes, and other facilities not prescribed in the contract away from the site, and make a contract performance report. The Contractor's performance shall be regarded as fully completed only when the aforementioned work has been inspected and approved by the Entity.

- (六) 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查驗供驗收之用，並得就該部分支付價金及起算保固期。

Where a part of the subject of contract has been completed, and the Entity deems that it is necessary to use the completed part, the part shall be inspected and accepted in advance or be inspected by segment so that the outcome may be used as a basis for acceptance. In such event, payment may be made for such part and the guarantee period for such part may commence.

- (七) 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 14 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 at the subject of contract performance by preliminary inspection or inspection and acceptance, the Entity may require the Contractor to improve, demolish, re-do, recall or replace (hereinafter referred to as the "modification") within ____ days. (If the time-limit is not filled out by the Entity, it shall be decided by the chief inspector.) If the Contractor does not make modifications in the time-limit, the amount of liquidated damages for delay in modification shall be calculated pursuant to Article 14 hereof. However, this provision shall not apply to the circumstance where a delayed modification is still within the original time-limit for contract performance.

- (八) 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____次（由機關於招標時載明；無者免填）仍未能改正者，機關得採行下列措施之一：

If the Contractor does not make modifications in the time-limit set in the preceding subparagraph, refuses to modify, is not able to modify the defects, or when the number of modifications is over ____times (to be specified by the Entity in the tender documentation, optional) but the defects still can not be modified, the Entity may take any of the following actions:

1. 自行或使第三人改正，並得向廠商請求償還改正必要之費用。

Carry out the modifications by itself or a third party and ask the Contractor to pay the necessary expenses of modification.

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.

- (九) 因可歸責於廠商之事由，致履約有瑕疵者，機關除依前二款規定辦理

外，並得請求損害賠償。

If the defect of contract performance is attributable to the Contractor, the Entity may also request compensation from the Contractor in addition to the provisions of the preceding two subparagraphs.

第十三條 保固

Article 13 Warranty

- (一) 保固期：本履約標的自全部完成履約經驗收合格日之日起，由廠商保固_____年(由機關於招標時載明)。

Warranty Period : The warranty period shall be _____year(s) (to be specified by the Entity in the tender documentation) after completion of contract performance and the inspection and acceptance passed in whole.

- (二) 本條所稱瑕疵，包括損裂、坍塌、損壞、功能或效益不符合契約規定等。但屬第 14 條第 5 款所載不可抗力或不可歸責於廠商之事由所致者，不在此限。

Defects as mentioned in this Article, include, but not limited to, breakage, collapse, damage, and function or performance not meeting the contractual requirements, with the exception of force majeure or other circumstances not attributable to the Contractor specified under subparagraph 5 of Article 14.

- (三) 保固期內發現之瑕疵，應由廠商於機關指定之合理期限內負責免費無條件改正。逾期不為改正者，機關得逕為處理，所需費用由廠商負擔，或動用保固保證金逕為處理，不足時向廠商追償。但屬故意破壞、不當使用、正常零附件損耗或其他非可歸責於廠商之事由所致瑕疵者，由機關負擔改正費用。

Where a defect of the subject of contract is found during the warranty period, the Contractor shall be liable to make a free-of-charge modification unconditionally within the reasonable time-limit set by the Entity. If the Contractor fails to make a modification by the time-limit aforementioned, the Entity may take necessary actions. Any expense thus incurred shall be borne by the Contractor or be deducted from warranty bonds. In the event of insufficiency, the compensation shall still be borne by the Contractor. However, the Entity shall bear the rectification expenses in the event of vandalism, misuse, normal wear and tear of spare parts, or any other defects due to causes not attributable to the Contractor.

- (四) 保固期內，採購標的因可歸責於廠商之事由造成之瑕疵致全部無法使用時，該無法使用之期間不計入保固期；致部分採購標的無法使用者，該部分採購標的無法使用之期間不計入保固期，並由機關通知廠商。

If the entire subject of procurement is not usable for a period due to defects resulted from causes attributable to the Contractor during the warranty period, the said period shall not be included in the warranty period; as for a part of the subject of procurement is not usable for a period due to defects resulted from causes attributable to the Contractor, the said period shall not be included in the warranty period for such part of the subject of procurement, and the Entity shall notify the Contractor accordingly.

- (五) 為釐清發生瑕疵之原因或其責任歸屬，機關得委託公正之第三人進行檢驗或調查工作，其結果如證明瑕疵係因可歸責於廠商之事由所致，廠商應負擔檢驗或調查工作所需之費用。

The Entity may entrust an impartial third party to conduct inspection and investigation to clarify the cause of defect or the attribution of responsibility thereof. If the defect is attributable to the Contractor, the Contractor shall bear the expenses of inspection or investigation thus incurred.

- (六) 瑕疵改正後 30 日內，如機關認為可能影響本履約標的任何部分之功能與效益者，得要求廠商依契約原訂測試程序進行測試。該瑕疵係因可歸責於廠商之事由所致者，廠商應負擔進行測試所需之費用。

Within 30 days after the correction of a defect, in the event that the Entity considers that the defects may affect the function and performance of any part of the subject of procurement, the Entity may request the Contractor to conduct tests basing on the original testing procedures as set forth in the contract. If such defect was due to causes attributable to the Contractor, the Contractor shall bear the expenses of testing thus incurred.

- (七) 機關得於保固期間及期滿前，通知廠商派員會同勘查保固事項。

The Entity may notify the Contractor to send personnel to jointly inspect the warranty matters within the warranty period and before the expiry of the warranty period.

- (八) 保固期滿且無待決事項後 30 日內，機關得應廠商要求簽發一份保固期滿通知書予廠商，載明廠商完成保固責任之日期。

The Entity may, on the request of the Contractor, issue a written notification to the Contractor the expiry of warranty period that specify the date of completion of warranty liability, within 30 days upon expiry of the warranty period and when nothing is pending to be resolved.

第十四條 遲延履約

Article 14 Delay of Contract Performance

- (一) 逾期違約金，以日為單位，按逾期日曆天數，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。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 ____ ‰ (to be specified by the Entity in the tender documentation; “1 ‰” shall apply if not specified) of the total contract price. 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之供應，自該期限之次日起算逾期日數。但未完成履約之部分不影響其他已完成部分之使用者，按未完成履約部分之契約價金，每日依其____‰ (由機關於招標時載明比率；未載明者，為 3‰，但以每日依契約價金總額計算之數額為上限) 計算逾期違約金。

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. However, where the unfulfilled portion of the contract does not interfere the use of finished portion, the liquidated damages for delay shall apply at ____ ‰ (to be specified by the Entity in the tender documentation; “3 ‰” shall apply if not specified, and

shall not exceed the daily amount calculated based on the total contract price) of the contract price of the unfulfilled portion.

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)

- (二) 採部分驗收者，得就該部分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，且不計入第15條第10款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, and the amount of liability for compensation referred to in subparagraph 10 of Article 15 shall not be included in the cap amount.

- (五) 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，廠商得依第7條第5款規定，申請展延履約期限；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 can not 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 can not 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、颶風、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; or
 13. 其他經機關認定確屬不可抗力者。
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，屬分段完成履約使用或移交之情形，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，扣除已分段完成履約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，應扣除已分段完成履約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. 分段完成履約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，屬全部完成履約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. 分段完成履約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) 因可歸責於廠商之事由致延誤履約進度，情節重大者之認定，除招標文件另有規定外，適用採購法施行細則第 111 條規定。(機關得於招標文件載明情節重大之認定方式)

A serious delay of contract performance due to the Contractor's default is determined in accordance with the provision of Article 111 of the Enforcement Rules of the Act, except otherwise specified in tender documentation. (The Entity may specify in the tender documentation the circumstances to which the term of serious delay shall apply.)

- (十二) 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).

第十五條 權利及責任

Article 15 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) 廠商履約結果涉及智慧財產權（包含專利權、商標權、著作權、積體電路電路布局權、營業秘密、植物品種權等）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 4 目至第 12 目勾選。註釋及舉例文字，免載於招標文件）

Where contract performance involves intellectual property rights (including patent right, trademark right, copyright, integrated circuit layouts right, trade secrets, plant variety right, etc.): (to be specified by the Entity in the tender documentation; may be multi-selected. If only copyright involved, please select one(s) from subparagraphs 4 to 12. Note and example wording are exempted from the tender documentation.

註：在流通利用方面，考量資訊軟體系統開發之特性，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，機關得允許此軟體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 : In order to promote social interests, the Entity may take into account the characteristics of developing the software system, and permit the software copyright be used outside the Entity, if the content contains mutual development by the Entity and the Contractor, and does not involve the Entity's security concerns, exclusive use or the requirement of special purpose. In order not to increase of procuring cost, the Entity shall avoid the acquisition of any unnecessary rights.

機關取得部分權利。（內容由機關於招標時載明）。

The Entity obtains the rights in part. (content to be specified by the Entity in the tender documentation)

機關取得全部權利。

The Entity obtains the rights in whole.

機關取得授權（內容由機關於招標時載明）。

The Entity obtains the license. (content to be specified by the Entity in the tender documentation)

機關有權永久無償利用該著作財產權。

The Entity shall be entitled to exploit the economic rights of copyright indefinitely and without charge.

例：採購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 : Where the packaged information software is purchased from the retail market, the Entity obtains the rights to use the software indefinitely and without charge, in accordance with the terms of contract authorized by the Contractor or a third party.

- 以廠商為著作人，並取得著作財產權，機關取得下列著作財產權授權，於該著作之著作財產權存續期間及約定授權範圍內，有在任何地點、任何時間、以任何方式利用該著作之權利，廠商不得撤銷此項授權，且機關不須因此支付任何費用。(項目由機關於招標時勾選)

Where the Contractor is the author and owns the economic rights, the Entity obtains the following economic rights. During the term of protection of the economic rights and within the scope of license agreement, the Entity has the rights to use the work in any places, at any time, and by any means. The Contractor shall not withdraw such license, and any fees arising thereof shall not be borne by the Entity. (items to be selected by the Entity in the tender documentation)

【1】 重製權 reproduce rights 【2】 公開口述權 public recitation rights

【3】 公開播送權 public broadcast rights 【4】 公開上映權 public presentation rights 【5】 公開演出權 public performance rights 【6】 公開傳輸權 public transmission rights 【7】 公開展示權 public display rights 【8】 改作權 adaptation rights 【9】 編輯權 compilation rights 【10】 出租權 leasing rights

例：採購一般共通性需求規格所開發之資訊應用軟體，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【6】公開播送權。

Example : Where the application software is developed for general and common needed specifications, and the contract specifies that the Contractor obtains the economic rights, the Entity may select 【1】reproduce rights and 【9】compilation rights based on business needs and internal uses. In the event that the Entity intends to modify the work by itself, the Entity may select 【8】adaptation rights. Where the Entity purchases a teaching work,【2】public recitation rights and【6】public transmission rights may be selected.

- 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，廠商並承諾不行使其著作人格權。(項目由機關於招標時勾選)

Where the Contractor is the author, the following economic rights shall be transferred to the Entity upon completion of the work. The Contractor shall also promise not to exercise moral rights. (items to be selected by the Entity in the tender documentation)

【1】 重製權 reproduce rights 【2】 公開口述權 public recitation rights 【3】 公開播送權 public broadcast rights 【4】 公開上映權 public presentation rights 【5】 公開演出權 public performance rights 【6】 公開傳輸權 public transmission rights 【7】 公開展示權 public display rights 【8】 改作權 adaptation rights 【9】 編輯權 compilation rights 【10】 出租權 leasing rights

例：採購一般共通性需求規格所開發之資訊應用軟體，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 : Where the application software is developed for general and common needed specifications, the Entity may, based on the business needs and internal uses, select 【1】 reproduce rights and 【9】 compilation rights. In the event that the Entity intends to modify the work by itself, 【8】 adaptation rights may be selected. Where the Entity purchases a teaching work, 【2】 public recitation rights and 【3】 public broadcast rights may be selected.

以廠商為著作人，機關取得著作財產權，廠商並承諾對機關不行使其著作人格權。

Where the Contractor is the author, the Entity obtains economic rights. The Contractor promises not to exercise moral rights.

例：採購機關專用或機關特殊需求規格所開發之資訊應用軟體，機關取得著作財產權之全部。

Example : Where the application software developed for the Entity's exclusive use or special needed specifications is purchased, the Entity obtains economic rights in whole.

以機關為著作人，並由機關取得著作財產權之全部。

Where the Entity is the author, the Entity obtains economic rights in whole.

機關出資委託廠商設計之資訊應用軟體於開發或維護完成後，以機關為著作人，並由機關取得著作財產權之全部，廠商於開發或維護完成該應用軟體時，經機關同意：(項目由機關於招標時勾選)

After completion of the development or maintenance for the application software by the Contractor, which is entrusted and paid by the Entity, the Entity is the author and obtains economic rights in whole. Where completion of the development or maintenance by the Contractor for those software, upon agreed by the Entity, the Contractor: (items to be selected by the Entity in the tender documentation)

【1】 取得機關之使用授權與再授權之權，於每次使用時均不需徵得機關之同意。

obtains the license to use the software and further license from the Entity, the consent of the Entity time by time is not needed.

【2】 取得機關之使用授權與再授權之權，於每次使用均需徵得機關同意。

obtains the license to use the software and further license from the Entity, subject to the consent of the Entity every time.

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 jointly own moral rights and economic rights.

例：採購廠商已完成之資訊應用軟體，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 : Where the application software completed by the Contractor has been modified in accordance with requirement of the Entity, and human resources and material resources have been invested by both of the Entity and the Contractor, the moral rights of such derivative work belong to the Entity and the Contractor jointly. The ratio of economic rights owned by either party, the scope of the license of

economic rights, and the content of profit-sharing for the derivative work shall be specified in the tender documentation.

- 機關取得授權，於利用著作財產權存續期間，有轉授權他人利用該著作之權利。上開他人包括：_____（由機關於招標時載明）

The Entity obtains the license with the right to sublicense to others during the term of the license. The term “others” as mentioned above includes:_____ (to be specified by the Entity in the tender documentation)

- 其他。（內容由機關於招標時載明）

Others.(to be specified by the Entity in the 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 license the Contractor with charge to exploit economic rights acquired by the Entity.

- (四) 訂約機關為政府機關者，以政府機關所屬公法人為權利義務主體。

Where the contracting Entity is a government agency, the public juridical body which the Entity belongs to shall be the body bearing the rights and obligations of the contract.

- (五) 廠商保證對於其受雇人或受聘人職務上完成之著作，依著作權法第 11 條第 1 項但書及第 12 條規定，與其受雇人或受聘人約定以廠商為著作人，享有著作人格權及著作財產權。惟此一約定僅止於廠商與其受雇人或受聘人間。廠商與機關間之權利及責任，仍以本契約為準。

The Contractor shall guarantee that where the work is completed by an employee or a commissioned person within the scope of its employment, the Contractor shall be the author of the work, and owns the moral rights and economic rights subject to the employment agreement pursuant to the provision of the second sentence of paragraph 1 of Article 11 and Article 12 of the Copyright Act. Nevertheless, the aforementioned agreement applies to the Contractor and such employee or commissioned person only. The rights and obligations between the Contractor and the Entity hereto shall be still governed by the Contract.

- (六) 除另有規定外，廠商如在契約使用專利品，或專利性施工方法，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.

- (七) 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.

- (八) 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.

- (九) 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.

- (十) 因可歸責於廠商之事由，致機關遭受損害者，廠商應負賠償責任， 廠商無需對「所失利益」負賠償責任；機關應負之賠償責任，亦不包含廠商所失利益（由機關於招標時勾選；未勾選者，依民法第 216 條第 1 項規定：「損害賠償，除法律另有規定或契約另有訂定外，應以填補債權人所受損害及所失利益為限。」）；賠償責任之認定，有爭議者，依照爭議處理條款辦理。除第 14 條規定之逾期違約金外，契約訂定之損害賠償金額上限為_____（由機關視案件特性與需求於招標時載明；未載明者，依民法第 216 條第 1 項規定）。其訂有上限者，於法令另有規定，或廠商故意隱瞞瑕疵、故意或重大過失行為，或對第三人發生侵權行為，對機關所造成之損害賠償，不受賠償金額上限之限制。

Where there are any damages to the Entity due to causes attributable to the Contractor, the Contractor shall be liable for the compensation, the Contractor is not liable for the compensation of “lost of profits”; the liabilities for the compensation to be borne by the Entity does not include the lost of profits to the Contractor (to be specified by the Entity in the tender documentation; if not specified, the provision of paragraph 1 of Article 216 of the Civil Code “Unless otherwise provided by the Act or by the contract, the compensation shall be limited to the injury actually suffered and the interests which have been lost.” shall apply); in the event of any dispute over the identification of liabilities for compensation, the terms and conditions of dispute settlement shall apply. Unless otherwise specified in Article 14 for the liquidated damages for delay, the cap for the amount of liability for compensation is _____(to be specified by the Entity in the tender documentation; if not specified, the provision of paragraph 1 of Article 216 of the Civil Code shall apply). Where the above-mentioned cap is set, and as otherwise provided in laws and regulations, or hiding the defects intentionally, committing intentional act or major negligent conducts by the Contractor, or involving infringement of rights to the third party, the compensation for damages to the Entity shall not be limited to the above cap amount.

- (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 guarantee supplier shall ensure that the successful bidder shall fulfill the obligations in accordance with the Contract. In the event that the Contractor is unable to fulfill its obligations, the joint-and-several guarantee supplier shall be responsible for the fulfillment of the contract and shall be jointly and severally liable to any losses and damages suffered by the Entity.

- (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，一併移轉由該連帶保證廠商概括承受，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 joint-and-several guarantee supplier is notified to fulfill the obligations under the Contract, all rights and obligations with respect to the Contractor, including the contract price of the unfulfilled part of the Contract, shall be assigned and delegated to the joint-and-several guarantee supplier, and this Contract shall remain valid and enforceable to the joint-and-several guarantee supplier. The bonds paid by the Contractor and the unpaid amount by the Entity for the part already fulfilled shall be paid or returned to the Contractor according to the original provision of the Contract if there is no event that the Entity is entitled to refuse to pay contract amount or release the bonds.

- (十三) 廠商與其連帶保證廠商如有債務等糾紛，應自行協調或循法律途徑解決。

Where is any indebted dispute between the Contractor and its joint-and-several guarantee supplier, the dispute shall be resolved through negotiation by themselves or through legal procedures.

第十六條 契約變更及轉讓

Article 16 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____天(由機關於招標時載明；未載明者，為10天)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 ____ 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.

契約原有項目，因機關要求契約變更，如變更之部分，其價格或履約條件改變，得就該等變更之部分另行議價。新增工作中如包括原有契約項目，經廠商舉證依原單價履約顯失公平者，亦同。

For any changes to the original items of contract performance due to contract amendment requested by the Entity, and in the event of such amendment would result in change of price or conditions of contract for the amended ones, price negotiation may be conducted therefore. Where the newly added subject of contract contains original items, the same shall apply if evidence provided by the contractor revealed that original unit price is obviously inequitable for the newly added ones.

- (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. 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.

4. 契約所定技術規格違反採購法第 26 條規定。

The technical specification prescribed in the contract is in breach of Article 26 of the Act.

- (五)廠商提出前款第 1 目、第 2 目或第 4 目契約變更之文件，其審查及核定期程，除雙方另有協議外，為該書面請求送達之次日起___天（由機關於招標時載明；未載明者，為 10 天）內。但必須補正資料者，以補正資料送達之次日起___天（由機關於招標時載明；未載明者，為 10 天）內為之。因可歸責於機關之事由逾期未核定者，得依第 7 條第 5 款申請延長履約期限。

Unless otherwise agreed by both parties, the review and decision schedule of the contract amendment document submitted by the Contractor pursuant to subparagraphs 1, 2 or 4 of the preceding paragraph shall be made within ___days from the next day of receipt of such written document (to be specified by the Entity in the tender documentation; "10 days" shall apply if not specified). However, if there is any supplementation or correction document followed, the review and decision of such document shall be made within ___days from the next day of receipt of such document (to be specified by the Entity in the tender documentation; "10 days" shall apply if not specified). In the event that the decision is not made within the above time-limit due to

causes attributable to the Entity, the Contractor may request for an extension of the time-limit of contract performance in accordance with subparagraph 5 of Article 7.

- (六) 廠商依前款請求契約變更，應自行衡酌預定履約時程，考量檢(查、試)驗所需時間及機關受理申請審查及核定期程後再行適時提出，並於接獲機關書面同意後，始得依同意變更情形施作。除因機關逾期未核定外，不得以資料送審為由，提出延長履約期限之申請。

Where a contract amendment is requested by the Contractor pursuant to the preceding paragraph, the Contractor shall put into consideration the estimated schedule of contract performance by itself and submit the application in due time after considering the time needed for inspection (examination, testing), as well as the Entity's schedule of review and approval after receiving the application. The amended ones shall be performed only after a written agreement from the Entity is received. Unless the decision is not made within the time-limit due to causes attributable to the Entity, the Contractor shall not apply for an extension of the time-limit of contract performance by reason of submission of document for review.

- (七) 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.

- (八) 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.

第十七條 契約終止解除及暫停執行

Article 17 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. 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;

2. 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;

3. 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;

4. 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;

5. 因可歸責於廠商之事由，致延誤履約期限，情節重大者。

Where the time-limit for contract performance is seriously delayed due to causes attributable to the Contractor;

6. 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;

7. 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;

8. 無正當理由而不履行契約者。

Where the Contractor refuses to execute the contract without due cause;

9. 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;

10. 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;

11. 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，仍未改正者。

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;

12. 違反環境保護或勞工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;

13. 違反法令或其他契約規定之情形，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 supplier. 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 supplier, 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，並與廠商協議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. 致廠商未能依時履約者，廠商得依第 7 條第 5 款規定，申請展延履約期限；因此而增加之必要費用（例如但不限於管理費），由機關負擔。

Where the contract performance of contract can not be fulfilled by the Contractor within the time-limit, the Contractor may apply for extending the time-limit according to subparagraph 5 of Article 7; and the necessary expenses thus increased (e.g. administration fees, etc.) shall be borne by the Entity.

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 2 個月）者，機關應先支付已依機關指示由機關取得所有權之履約標的之價金。

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.

3. 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)因非可歸責於廠商之事由，機關有延遲付款之情形：

When the payment is delayed by the Entity due to causes not attributable to the Contractor:

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，則依機關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 廠商得於通知機關__個月後 (由機關於招標時合理訂定，如未填寫，則為 1 個月) 暫停或減緩履約進度、依第 7 條第 5 款規定，申請展延履約期限；廠商因此增加之必要費用，由機關負擔。

The Contractor may suspend or slow down the progress of contract performance after ___ month(s) since the Entity was notified (to be specified by the Entity reasonably in the tender documentation; “1 month” will apply, if not specified), and apply for an extension of the time-limit for contract performance in accordance with subparagraph 5 of Article 7. The necessary expenses thus increased shall be borne by the Entity.

3. 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，並得向機關請求賠償因契約終止或解除而生之損害。

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, and claim against the Entity for damages arising from termination or rescission of the contract.

- (十)除契約另有約定外，履行契約需機關之行為始能完成，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，並得向機關請求賠償因契約終止或解除而生之損害。

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, and may claim against the Entity for damages arising from termination or rescission of the contract.

- (十一)因契約規定不可抗力之事由，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.

- (十二) 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。違反規定者，機關得終止或解除契約，或將溢價及利益自契約價款中扣除。

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 over-valued portion and any other benefits from the contract amount.

- (十三) 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.

第十八條 爭議處理

Article 18 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. 依採購法第 102 條規定提出異議、申訴。

Refer to protest or complaint pursuant to Article 102 of the Act.

4. 提起民事訴訟。

Refer to civil litigation.

5. 依其他法律申(聲)請調解。

Refer to mediation according to other laws and regulations.

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) 依採購法規定受理調解或申訴之機關名稱：

The name of CRBGP that deals with complaint and mediation of contract disputes in accordance with the Act:

地址：Address: _____

電話：Phone number: _____

(四)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.

(五)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.

第十九條 其他

Article 19 Miscellaneous

- (一)廠商對於履約所僱用之人員，不得有歧視婦女、原住民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 agency is prohibited from contributing political donations according to Article 7 of the Political Donations Act.

- (七) 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 Act, the Civil Code, and other relevant laws and regulations shall apply.