

2023 年德國地區臺灣旅遊行銷宣傳案  
2023 Taiwan Tourism promotional project in Germany market  
契約書草案  
Contract(draft)

(111.4.7 修正)  
Version dated April 7, 2022

招標機關(以下簡稱機關)及得標廠商(以下簡稱廠商)雙方同意依政府採購法(以下簡稱採購法)及其主管機關訂定之規定訂定本契約，共同遵守，其條款如下：

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

**第一條 契約文件及效力**

**Article 1 The contract documents and their effectiveness**

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

1.招標文件及其變更或補充。

Tender documentation and any amendments or supplements thereof.

2.投標文件及其變更或補充。

Tender and any amendments or supplements thereof.

3.決標文件及其變更或補充。

Award document and any amendments or supplements thereof.

4.契約本文、附件及其變更或補充。

The text of the contract, exhibits and any amendments or supplements thereof.

5.依契約所提出之履約文件或資料。□□

Documents or data of contract performance submitted in accordance with the contract.

(二)契約文件，包括以書面、錄音、錄影、照相、微縮、電子數位資料或樣品等方式呈現之原件或複製品。

Contract documents include original or duplicates presented in written form, audio or video recording, photograph, microfilm, digital data, or samples.

(三)契約所含各種文件之內容如有不一致之處，除另有規定外，依下列原則處理：□

Where there is any discrepancies in the content of various documents included in the contract, except otherwise stipulated, the following principles shall govern.

1. 招標文件內之契約條款及投標須知優於招標文件內之其他文件所附記之條款。但附記之條款有特別聲明者，不在此限。契約條款與投標須知內容有不一致之處，以契約條款為準。

The instructions to tenderers and the provisions of contract contained in the tender documentation shall prevail over the additional provisions of other documents, except otherwise specified. If there is any inconsistency between the contract terms and the contents of the bidding instructions, the contract terms shall prevail.

2. 招標文件之內容優於投標文件之內容。但投標文件之內容經機關審定優於招標文件之內容者，不在此限。招標文件如允許廠商於投標文件內特別聲明，並經機關於審標時接受者，以投標文件之內容為準。

The contents of tender documentation shall prevail over the contents of tender, except otherwise decided by the Entity that the content of the latter is better and therefore prevails over the former. Where specific statements in the tender are permitted by the tender documentation, and that any of them are accepted by the Entity upon tender evaluation, the accepted ones shall govern.

3. 文件經機關審定之日期較新者優於審定日期較舊者。

The documents with a later date shall prevail over those with an earlier date as approved by the Entity.

4. 大比例尺圖者優於小比例尺圖者。

The design drawings with larger scales shall prevail over those with smaller scales.

5. 決標紀錄之內容優於開標或議價紀錄之內容。

The contents of award record shall prevail over those of the records of tender opening and price negotiation under single tendering.

6. 同一優先順位之文件，其內容有不一致之處，屬機關文件者，以對廠商有利者為準；屬廠商文件者，以對機關有利者為準。

Where there are any inconsistencies of contents of the documents that are in the same order of priority, if such documents are provided by the Entity, the contents to be adopted shall be whichever is more favorable to the Contractor; if such documents are provided by the Contractor, the contents to be adopted shall be whichever is more favorable to the Entity.

7. 招標文件內之標價清單，其品項名稱、規格、數量，優於招標文件內其他文件之內容。

The descriptions, specifications, and quantities specified in the list of bid price in the tender documentation shall prevail over the contents of other documents of the tender documentation.

(四)契約文件之一切規定得互為補充，如仍有不明確之處，應依公平合理原則解釋之。

如有爭議，依採購法之規定處理。

Provisions of the contract shall supplement each other. If there exists any unclear provision, it shall be interpreted in accordance with the principles of fairness and reasonableness. In the event of any dispute, it shall be resolved in accordance with the Act.

(五)契約文字 Contract language :

1. 契約文字以中文為準。但下列情形得以外文為準：

The Chinese language shall prevail in the contract. However, the foreign language may prevail in the following circumstances:

(1)特殊技術或材料之圖文資料。

Drawings or description information of special technology or material.

(2)國際組織、外國政府或其授權機構、公會或商會所出具之文件。

Documents provided by international organizations, foreign governments or their authorized institutions, business associations or business organizations.

(3)其他經機關認定確有必要者。

Other circumstances that the Entity deems necessary.

2.契約文字有中文譯文，其與外文文意不符者，除資格文件外，以中文為準。其因譯文有誤致生損害者，由提供譯文之一方負責賠償。

In the event of discrepancy between the content of contract prepared in Chinese and a foreign language, the Chinese version shall prevail, except that the foreign language shall prevail for qualification documents. The party which provide the translation version shall be held liable for any damages or loss due to error of translation.

3.契約所稱申請、報告、同意、指示、核准、通知、解釋及其他類似行為所為之意思表示，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：

The subject matter and tasks to be fulfilled by the Contractor:

1.訂定並執行「2023 年德國地區臺灣旅遊行銷宣傳案」（下稱本計畫）。本計畫為契約之一部分。

Planning and execution of the “2023 Taiwan Tourism promotional project in Germany market“ according to service proposal. (hereafter referred to as “The Project”) The Project forms a part of the contract.

2.廠商每季應提出工作成果及宣傳效益評估報告與建議予機關。

The Contractor shall provide a performance as well as marketing effectiveness assessment and recommendations report on a quarterly basis to the Entity.

3.廠商應檢附工作項目價格分析表為合約附件。

The Contractor shall provide working objects price list as appendix to this contract.

(二)機關辦理事項(由機關於招標時載明，無者免填)：

Matters to be conducted by the Entity (to be specified by the Entity in the tender documentation, optional)

## 第三條 契約價金之給付

### Article 3 The payment of the contract price

契約價金結算方式：總包價法。Settlement terms: Total price

契約價金共計歐元\_\_\_\_\_元，結算方式：按季分3期支付。

各期金額以本案附件價格分析表為付款依據。該附件為本契約不可分割之一部分

Total contract price is \_\_\_\_\_Euro. Settlement: In 3 installments paid quarterly. The amount paid for each installment shall be based on the attached price list, which is an Integral appendix to this contract.

## 第四條 契約價金之調整

### Article 4 Adjustment of the contract price

(一)驗收結果與規定不符，而不妨礙安全及使用需求，亦無減少通常效用或契約預定效用，經機關檢討不必拆換、更換或拆換、更換確有困難，或不必補交者，得於必要時減價收受。

Where the result of inspection indicates any non-conformity with the contractual requirements, but the non-conformity neither hinders the safety or requirements for use nor decreases the general function or the function specified designated by the contract, an acceptance with price-reduction may be conducted under conditions that the Entity has determined that it is unnecessary or difficult to make replacement, or unnecessary to deliver complement.

採減價收受者，按不符項目標的之契約價金 10% (由機關視需要於招標時載明)減

價，並處以減價金額 10%(由機關視需要於招標時載明)之違約金。減價及違約金之總額，以該項目之契約價金為限。

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

- (二)契約價金採總價給付者，未列入標價清單之項目或數量，其已於契約載明應由廠商施作或供應或為廠商完成履約所必須者，仍應由廠商負責供應或施作，不得據以請求加價。

Where the payment is made by the total contract price, the item or quantity that is not included in the price list, shall still be supplied by the Contractor, so long as the item or quantity has been specified in the contract or is necessary for the completion of the contract. Any request for price increase is not allowed hereof.

- (三)契約價金，除另有規定外，含廠商及其人員依中華民國法令應繳納之稅捐、規費及強制性保險之保險費。

The contract price shall include taxes, regulatory fees and mandatory insurance premiums to be paid by the Contractor and its employees required by the related laws and regulations of the Republic of China, except otherwise specified.

- (四)中華民國以外其他國家或地區之稅捐、規費或關稅，由廠商負擔。

It is the responsibility of the Contractor to pay taxes, regulatory fees and tariffs of other countries or areas outside the Republic of China.

- (五)廠商履約遇有下列政府行為之一，致履約費用增加或減少者，契約價金得予調整：

Where the Contractor, when performing the contract, encounters any of the following government actions that result in increase or reduction in the expense of contract performance, the contract price may be adjusted:

- 1.政府法令之新增或變更。

Introduction of new law, or amendments to the existing law.

- 2.稅捐或規費之新增或變更。

New taxes or regulatory fees or changes to existing ones.

- 3.政府公告、公定或管制費率之變更。

Changes to the fees and expenses under government control.

- (六)前款情形，屬中華民國政府所為，致履約成本增加者，其所增加之必要費用，由機關負擔；致履約成本減少者，其所減少之部分，得自契約價金中扣除。屬其他國家政府所為，致履約成本增加或減少者，契約價金不予調整。

For the aforementioned circumstances resulted from the government action of the Republic of China, an increase in cost of contract performance thereby will be borne by the Entity, while a reduction in cost of contract performance will be automatically deducted from the contract price. In the case of government action by other nations that results in increase or decrease in the cost of contract performance, the contract price will not be adjusted.

## 第五條 契約價金之給付條件

### Article 5 Terms of Payment

(一)契約依下列規定辦理付款：

Payment of the contract shall be made in accordance with the following rules:

1.分期付款：分期付款於條件具備，經機關完成審查與驗收程序後 30 天內，依實際驗收結果支付廠商費用。

**Installments:** Payment by installments shall be made within 30 days once the necessary conditions have been met and the Entity has completed the review and acceptance procedure. The Contractor will be paid based on the actual results of acceptance.

2.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：

If any of the following circumstances apply during the Contractor's performance of the contract, the Entity may suspend payment until the situation is resolved:

(1)履約實際進度因可歸責於廠商之事由，落後預定進度達 5% (由機關於招標時載明)以上者。

The performance of the contract has fallen up to 5% behind schedule (as specified by the Entity at the time of tender) for reasons attributable to the Contractor.

(2)履約有瑕疵經書面通知改善而逾期未改善者。

Defects during the performance of the contract that have not been corrected by the given deadline after being notified in writing.

(3)未履行契約應辦事項，經通知仍延不履行者。

When a contract matter is still not fulfilled after notification.

(4)廠商履約人員不適任，經通知更換仍延不辦理者。

Where Contractor personnel is not qualified to perform the contract, and was not replaced after notification.

(5)其他違反法令或契約情形。

Other matters which are in breach of the laws, regulations or contract.

3.驗收後付款：於驗收合格後，機關於接到廠商提出請款單據後 15 工作天內，一次無息結付尾款。但涉及向補助機關申請核撥補助款者，付款期限為 30 工作天。Payment shall be made after inspection and acceptance are finished: After inspection and acceptance have been approved, the Entity shall pay the remaining amount without interest in whole within 15 working days after the receipt of the Contractor's application document for payment. However, where an application by the Entity to a granting Entity for appropriation is required, the time-limit for making the payment shall be thirty working days.

4.機關辦理付款及審核程序，如發現廠商有文件不符、不足或有疑義而需補正或澄清者，機關應一次通知澄清或補正，不得分次辦理。其審核及付款期限，自澄清或補正資料送達機關之次日重新起算；機關並應先就無爭議且可單獨計價之部分辦理付款。

Where the Entity finds any errors, insufficiency or ambiguity in the documents provided by the Contractor during the process of review and payment, and demands modification, supplement or clarification thereto, the Entity shall notify the Contractor in one notice, instead of two or more notices. The time-limit for review and making payment shall be re-counted from the next day of completion of

modification, supplement or clarification thereto; and the Entity shall make the payment of any part of the contract that involves no dispute and could be priced independently.

5. 廠商履約有下列情形之一者，機關得暫停給付契約價金至情形消滅為止：

In the event of any of the following circumstances exists, the Entity may suspend payment of the contract price until such circumstances disappear:

(1) 履約實際進度因可歸責於廠商之事由，落後預定進度達\_\_\_% (由機關於招標時載明)以上者。

Where the actual progress of contract performance has been delayed by \_\_\_\_\_% or more (to be specified by the Entity in the tender documentation).

(2) 履約有瑕疵經書面通知限期改善而逾期未改善者。

Where a defect of the contract performance has not been improved within a time-limit notifying by the Entity in writing.

(3) 未履行契約應辦事項，經通知限期履行，屆期仍不履行者。

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

(4) 廠商對其派至機關提供勞務之派駐勞工，未依法給付工資，未依規定繳納勞工保險費、就業保險費、全民健康保險費或未提繳勞工退休金，且可歸責於廠商，經通知改正而逾期未改正者。

Where a person of the Contractor is not qualified to perform the contract, and the person has not been replaced after notifying by the Entity.

(5) 其他違反法令或契約情形。

Other matters which are in breach of laws and regulations or contract.

(6) 逾 1 年期之長期服務契約，廠商每年提供服務之費用，其調整上限為 (由機關於招標時載明，無者免填)。

For a long-term service contract exceeds a period of one (1) year, the maximum adjustment rate for the Contractor's fees for providing service annually is (to be specified by the Entity in the tender documentation, or exempted if none).

6. 因非可歸責於廠商之事由，機關有延遲付款之情形，廠商投訴對象：

In the event of late payment not attributable to the Contractor, the Contractor may file complaints with:

(1) 採購機關之政風單位；

The anti-corruption office of the Entity;

(2) 採購機關之上級機關；

The superior Entity of the Entity;

(3) 法務部廉政署；

Agency Against Corruption, Ministry of Justice;

(4) 採購稽核小組；

Procurement control unit;

(5) 採購法主管機關；

The responsible Entity of Government Procurement Act ;

(6) 行政院主計總處 (延遲付款之原因與主計人員有關者)。

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

(二) 契約價金得依物價指數(如指定指數，由機關於招標時載明，無者免填)調整者，應註

明下列事項：

Where the contract price is adjustable in accordance with the price index (an index to be specified by the Entity in the tender documentation, optional), the following matters shall be specified:

1.得調整之成本項目及金額。

The subject item and amount that may be adjusted.

2.調整所依據之一定物價指數及基期。

The specific price index and base period for adjustment.

3.得調整及不予調整之情形。

Circumstances where adjustments may or may not be made.

4.調整公式。

Formula of adjustment.

5.廠商應提出之調整數據及佐證資料。

Numerical data and supporting material for adjustment the Contractor shall provide.

6.管理費及利潤不予調整。

Administration fees and profit shall not be adjusted.

7.逾履約期限之部分，以契約規定之履約期限當時之物價指數(如指定指數，由機關於招標時載明，無者免填)為當期資料。但逾期履約係可歸責於機關者，不在此限。

For the segment that exceeds the time-limit of contract performance, the price index (a price index to be specified by the Entity in the tender documentation, optional) applicable thereto shall be the index of the original time-limit of contract performance. The above shall not apply where the delay in contract performance is attributable to the Entity.

(三)契約價金總額曾經減價而確定，其所組成之各單項價格得依約定或合意方式調整(例如減價之金額僅自部分項目扣減)；未約定或未能合意調整方式者，如廠商所報各單項價格未有不合理之處，視同就廠商所報各單項價格依同一減價比率(決標金額/投標金額)調整。投標文件中報價之分項價格合計數額與決標金額不同者，依決標金額與該合計數額之比率調整之，但人力項目之報價不隨之調低。

Where the total contract price was set after price reduction, all of the itemized prices may be adjusted by the method indicated in the contract or agreed by both parties (e.g. the deducted amount is deducted from a part of the items); where the method is not indicated in the contract or agreed by both parties, and such itemized prices quoted by the Contractor are reasonable, the itemized prices shall be adjusted by the same rate of price reduction (awarded contract value/original price of tender). Where the summation of the itemized prices indicated in the tender is different from the awarded contract value, the price shall be adjusted by the ratio of the awarded contract value to the summation of the itemized prices, but the quotation of human resources items shall not be reduced.

(四)廠商計價領款之印章，除另有約定外，以廠商於投標文件所蓋之章為之。

The seal using by the Contractor for payment shall be the seal used in the tender, except otherwise indicated.

(五)契約價金總額，除另有規定外，為完成契約所需全部材料、人工、機具、設備及履約所必須之費用。

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

(六)廠商請領契約價金時應提出電子或紙本統一發票，依法免用統一發票者應提出收據。

The payment for the contract price shall be made against the Uniform Invoice issued by the Contractor presented in written or digital form. Where the contractor is exempted from issuing the Unified Invoice, a receipt shall be presented instead.

(七)廠商請領契約價金時應提出之其他文件為(由機關於招標時載明)：

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

- 成本或費用證明。Certificate of cost or expense.
- 保險單或保險證明。Insurance policy or insurance certificate.
- 外國廠商之商業發票。Commercial Invoice issued by a foreign contractor.
- 履約勞工薪資支付證明(僅適用於契約價金結算方式採服務成本加公費法或招標文件已載明廠商應給付履約勞工薪資基準者)。

Labor salary payment performance certificate (only applicable to situation where the contract price settlement method adopts the service cost plus official fee method or where the tender documentation has specified the performance labor salary standard required to be paid by the Contractor).

- 契約約定之其他給付憑證文件。

Other documents for payment specified by the contract.

- 其他 Others：

(八)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.

(九)廠商履約有逾期違約金、損害賠償、採購標的損壞或短缺、不實行為、未完全履約、不符契約規定、溢領價金或減少履約事項等情形時，機關得自應付價金中扣抵；其有不足者，得通知廠商給付或自保證金扣抵。

Where there is any amount of liquidated damages for delay, damage compensation, damage or shortage of the subject of contract, dishonest behavior, non-fulfillment of contract, breach of contract provisions, excessive payment of contract price, or decrease insufficient fulfillment of contract, etc., the Entity may deduct contract price from the amount payable. However, where there is an insufficient amount for deduction, the Entity may notify the Contractor to pay for it or deducted it from the guarantee bond.

(十)廠商於履約期間給與全職從事本採購案之員工薪資，如採按月計酬者，至少為元(由機關於招標時載明，不得低於勞動基準法規定之最低基本工資；未載明者，為新臺幣3萬元)。

the Contractor shall pay the employees performing the procurement project on a full-time basis during the performance period, if the monthly salary method is adopted, the employee salary shall be at least \_\_\_\_\_; if the contract price is less than NT\$20,000,000, then it shall be no less than NT\$ \_\_\_\_\_ (to be specified by the Entity in the tender documentation, which shall be no less than the minimum basic wage prescribed by the Labor Standards Act; if not specified, it is NT\$30,000).

## 第六條 稅捐

### Article 6 Taxes

- (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)以外幣報價之勞務費用或權利金，加計營業稅後與其他廠商之標價比較。但決標時將營業稅扣除，付款時由機關代繳。

The charges for services or royalties quoted in foreign currencies shall be compared with the prices quoted by other tenderer after adding business tax. However, the business tax will be deducted when the bid is awarded, and the Entity shall remit tax when making payment.

- (三)外國廠商在中華民國境內發生之勞務費或權利金收入，於領取價款時按當時之稅率繳納營利事業所得稅。上述稅款在付款時由機關代為扣繳。但外國廠商在中華民國境內有分支機構、營業代理人或由國內廠商開立統一發票代領者，上述稅款在付款時不代為扣繳，而由該等機構、代理人或廠商繳納。

For the service fee or royalty income of a foreign Contractor generated within the jurisdiction of R.O.C., the profit-seeking enterprise income tax shall be paid based on the tax rate at the time of payment collection. The aforementioned tax amount is to be withheld by the Entity during the making of payment. However, when a foreign Contractor has a branch institution, a business agent in the jurisdiction of R.O.C. or its domestic company issues a uniform invoice for the collection of payment on behalf of the foreign Contractor, the aforementioned tax amount is not withheld by the Entity during the making of payment but shall be paid by the institution, agent or domestic company.

## 第七條 履約期限

### Article 7 Contract Period

- (一)履約期限(由機關擇需要者於招標時載明)：

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

- 廠商應於 年 月 日(自簽約日起9個月，決標後填入)以前(決標日機關簽約日機關通知日收到信用狀日起 天/月內)完成履行採購標的之供應。

The Contractor shall complete the performance of subject matter before 2024 (month.date) (9 months from the date of signing the contract, the date shall be filled in after the award of the bid) (the date of the award of the bid the date of the contract signed by the authority the date of notification by the authority day/month from the date of receipt of the letter of credit)

- 其他 Others： 。

- (二)本契約所稱日(天)數，除已明定為日曆天或工作天者外，係以日曆天工作天計算(由機關於招標時勾選；未勾選者，為日曆天)：

The number of days as mentioned in the Contract, except otherwise specified as calendar days or working days, shall be in terms of calendar day working day (to be specified by the Entity in the tender documentation; “calendar day” will apply, if not specified):

- 1.以日曆天計算者，所有日數，包括第2目所載之放假日，均應計入。但投標文件截止收件日前未可得知之放假日，不予計入。

Where “calendar day” is applied, all days, including sub-paragraph 2 specified holidays, shall be included in the time-limit for contract performance, but holidays before tender documents deadline for receipt shall not be included.

- 2.以工作天計算者，下列放假日，均應不計入：

Where “working day” is applied, the following holidays shall not be included in the time-limit for contract performance:

- (1)星期六（補行上班日除外）及星期日。但與(2)至(5)放假日相互重疊者，不得重複計算。

Saturdays (except for days adjusted as working days) and Sundays. However, Saturdays and Sundays overlapping with the holidays referred to in (2) through (6) of this subparagraph shall not be counted separately as extra holidays in the time limit for contract performance.

- (2)依「紀念日及節日實施辦法」規定放假之紀念日、節日及其補假。

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

- (3)軍人節（9月3日）之放假及補假（依國防部規定，但以國防部及其所屬之採購為限）。

A deferred holiday for Armed Forces Day (September 3) and its deferred holiday (subject to the regulations prescribed by the Ministry of Defense, and is applicable to military procurement only.)

- (4)行政院人事行政總處公布之調整放假日。

Adjusted and deferred holidays announced by the Directorate-General of Personnel Administration.

- (5)全國性選舉投票日及行政院所屬中央各業務主管機關公告放假者。

National election days and other holidays announced by each central competent authorities subordinate to the Executive Yuan.

- 3.免計工作天之日，以不得施作或供應為原則。廠商如欲施作或供應，應先徵得機關書面同意，該日數應；免計入履約期間（由機關於招標時勾選，未勾選者，免計入履約期間）。

Non-Working Day shall, in principle, be carried out during the days not to be calculated in the time-limit for contract performance. The Contractor shall obtain the Entity's written approval in advance in case of intention to work in these days, and such days shall/shall not be calculated in the time-limit for contract performance. (to be specified in the tender documentation by the Entity; shall not be calculated in the time-limit for contract performance if not specified)

- 4.其他：\_\_\_\_\_（由機關於招標時載明）。

Others : \_\_\_\_\_ (To be specified in the tender documentation by the Entity)

前述期間全天之工作時間為上午\_\_\_\_時\_\_\_\_分至下午\_\_\_\_時\_\_\_\_分，中午休息時

間為中午\_\_\_\_時\_\_\_\_分至下午\_\_\_\_時\_\_\_\_分；半天之工作時間為上午\_\_\_\_時分至下午\_\_\_\_時\_\_\_\_分。

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

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

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

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

1. 契約履約期間，有下列情形之一，且確非可歸責於廠商，而需展延履約期限者，廠商應於事故發生或消失後，檢具事證，儘速以書面向機關申請展延履約期限。機關得審酌其情形後，以書面同意延長履約期限，不計算逾期違約金。其事由未達半日者，以半日計；逾半日未達1日者，以1日計。

Where there is any of the following circumstances that is not attributable to the Contractor within the time-limit for contract performance, and the extension of the time-limit for contract performance is needed, the Contractor shall inform the Entity in writing with evidence and apply for an extension to the Entity in writing, after such circumstance occurs or disappears. After assessing the circumstance, the Entity may agree in writing to extend the period of contract performance and not to calculate liquidated damages for the extension period. If the delay is less than or equal to half a day, it will be counted as half a day; if the delay lasts over half a day but less than a day, it will be counted as a day.

(1) 發生契約規定不可抗力之事故。

A force majeure as specified in the contract.

(2) 因天候影響無法施工。

Unable to work because of weather.

(3) 機關要求全部或部分暫停履約。

Request of suspension of work in whole or in part by the Entity.

(4) 因辦理契約變更或增加履約標的數量或項目。

Contract amendment or increase of the quantities or items of the subject of contract.

(5) 機關應辦事項未及時辦妥。

Failure of the Entity to fulfill its contractual obligations in time.

(6) 由機關自辦或機關之其他廠商因承包契約相關履約標的之延誤而影響契約進度者。

Where the performance is influenced by the delay of work undertaken by the Entity or Entity's other Contractor in fulfill the contract or its related ones.

(7) 其他非可歸責於廠商之情形，經機關認定者。

Other circumstances approved by the Entity that are not attributable to the Contractor.

2. 前目事故之發生，致契約全部或部分必須停止履約時，廠商應於停止履約原因消滅後立即恢復履約。其停止履約及恢復履約，廠商應儘速向機關提出書面報告。

In the event of suspension of contract in whole or in part due to the circumstances stated in the preceding subparagraph, the Contractor shall resume the contract work immediately after the end of such circumstances. The suspension and resumption of the contract work shall be reported to the Entity in writing by the Contractor as soon as possible.

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

1.履約期間自指定之日後起算者，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，以機關當日下午時間為期間末日之終止。當日為機關之辦公日，但機關因故停止辦公致未達原定截止時間者，以次一辦公日之同一截止時間代之。

Where the subject of contract shall be delivered at a premise designated by the Entity in a certain period, the last date of the period ends when the Entity's office hour ends. In case such date is a working day, but the Entity's office is closed before the usual closing time owing to the occurrence of any incident, the period of contract performance shall expire at the same usual closing time on the next working day.

## 第八條 履約管理

### Article 8 Management of Contract Performance

(一)與契約履約標的有關之其他標的，經機關交由其他廠商承包時，廠商有與其他廠商互相協調配合之義務，以使該等工作得以順利進行。因工作不能協調配合，致生錯誤、延誤履約期限或意外事故，其可歸責於廠商者，由廠商負責並賠償。如有任一廠商因此受損者，應於事故發生後儘速書面通知機關，由機關邀集雙方協調解決。

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

(二)契約所需履約標的材料、機具、設備、工作場地設備等，除契約另有規定外，概由廠商自備。

The materials, machines, equipment, work site facilities required for contract performance shall be supplied by the Contractor, except otherwise specified.

(三)廠商接受機關或機關委託之機構之人員指示辦理與履約有關之事項前，應先確認該人員係有權代表人，且所指示辦理之事項未逾越或未違反契約規定。廠商接受無權代表人之指示或逾越或違反契約規定之指示，不得用以拘束機關或減少、變更廠商應負之契約責任，機關亦不對此等指示之後果負任何責任。

The Contractor shall confirm the identity of the authorized representative of the Entity or the institution of which the Entity entrusts the service before accepting the instruction

from the said representative for contract performance. Moreover, the Contractor shall make sure that the instructions given by the said representative do not violate the provisions of the contract. The instructions given by an unauthorized representative, or the instructions violating the contract shall entitle the Contractor neither to the binding effect on the Entity nor to the right to decrease or alter the Contractor's contractual responsibility. The Entity accepts no responsibility for any consequence of the aforementioned unauthorized instructions.

- (四)機關及廠商之一方未請求他方依契約履約者，不得視為或構成一方放棄請求他方依契約履約之權利。

In the event that either party of the Contract does not request the counter party to fulfill its contractual obligations, it shall not be deemed as an abandonment of the right to request the counter party to fulfill its contractual obligation.

- (五)契約內容有須保密者，廠商未經機關書面同意，不得將契約內容洩漏予與履約無關之第三人。

Where the content of the contract involves any confidential matters, the Contractor shall not disclose them to a third party which is unrelated to contract performance without the Entity's prior written consent.

- (六)廠商履約期間所知悉之機關機密或任何不公開之文書、圖畫、消息、物品或其他資訊，均應保密，不得洩漏。

The Contractor is required to keep confidential any secret related to the Entity and undisclosed documents, graphics, news, objects, or other information acquired during contract performance.

- (七)轉包及分包：

Contract assignment and subcontract:

1. 廠商不得將契約轉包。廠商亦不得以不具備履行契約分包事項能力、未依法登記或設立，或依採購法第 103 條規定不得參加投標或作為決標對象或作為分包廠商之廠商為分包廠商。

The Contractor shall not assign the contract to others nor subcontract the contract to any subcontractors that do not have the capability to complete sub-contracting work, are not legally registered or established, or are prohibited from participating in tendering, or being awarded or sub-contracted pursuant to Article 103 of the Act.

2. 廠商擬分包之項目及分包廠商，機關得予審查。

The Entity may review the items and subcontractors that the Contractor intends to sub-contract.

3. 廠商對於分包廠商履約之部分，仍應負完全責任。分包契約報備於機關者，亦同。

The Contractor shall be fully responsible for the part of contract performed by sub-contractors. The same shall apply even though the sub-contract has been reported to the Entity.

4. 分包廠商不得將分包契約轉包。其有違反者，廠商應更換分包廠商。

The subcontractor shall not assign the subcontract to others. In the event of violation, the Contractor shall change such subcontractor.

5. 廠商違反不得轉包之規定時，機關得解除契約、終止契約或沒收保證金，並得要求

損害賠償。

In the event that the Contractor is in breach of the stipulation of non-assignment, the Entity may terminate the contract, rescind the contract, or forfeit the Contractor's guarantee bond, and in addition claim for damages.

6.前目轉包廠商與廠商對機關負連帶履行及賠償責任。再轉包者，亦同。

The assignee referred to in the preceding subparagraph and the Contractor shall bear the liabilities for performance and damages jointly and severally. The foregoing shall also apply to the cases of re-assignments.

(八)廠商及分包廠商履約，不得有下列情形：僱用依法不得從事其工作之人員（含非法外勞）、供應不法來源之履約標的、使用非法車輛或工具、提供不實證明、違反人口販運防制法、非法棄置廢棄物或其他不法或不當行為。

The Contractor and its subcontractor shall not have the following circumstances in performing the contract: employing persons without work permits, supplying the subject of contract from illegal sources, using illegal vehicles or facilities, providing untruthful certificates, violating Human Trafficking Prevention Act, disposing wastes illegally, or any other illegal or inappropriate behaviors.

(九)廠商應對其履約場所作業及履約方法之適當性、可靠性及安全性負完全責任。

The Contractor shall be fully responsible for the suitability, reliability and safety of its performance site operations and performance methods.

(十)廠商之履約場所作業有發生意外事件之虞時，廠商應立即採取防範措施。發生意外時，應立即採取搶救、復原、重建及對機關與第三人之賠償等措施。

Where there is a danger that the Contractor's performance site operations may lead to accidents, the Contractor shall take immediate preventive measures. If an accident occurs, the Contractor shall immediately take actions on rescue, recovery, reconstruction, and pay compensation to the Entity and the third parties where necessary.

(十一)機關於廠商履約中，若可預見其履約瑕疵，或其有其他違反契約之情事者，得通知廠商限期改善。

If the Entity anticipates defects in the Contractor's performance of the contract or in the event of other breaches of contract, the Entity may notify the Contractor to carry out improvements within a time-limit.

(十二)廠商不於前款期限內，依照改善或履行者，機關得採行下列措施：

If the Contractor does not carry out improvements or actions as notified within the aforementioned time-limit, the Entity may take the following measures:

1.自行或使第三人改善或繼續其工作，其危險及費用，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.

## 第九條 履約標的品管

### Article 9 Quality Control of the Subject of Contract

(一)廠商在履約中，應對履約品質依照契約有關規範，嚴予控制，並辦理自主檢查。

During the period of contract performance, the Contractor shall strictly control and inspect the quality of contract performance in accordance with relevant specifications specified in the contract.

(二)機關於廠商履約期間如發現廠商履約品質不符合契約規定，得通知廠商限期改善或改正。廠商逾期未辦妥時，機關得要求廠商部分或全部停止履約，至廠商辦妥並經機關書面同意後方可恢復履約。廠商不得為此要求展延履約期限或補償。

Where the Entity finds that the quality of contract performance is not in conformity with the requirements specified in the contract during the period of contract performance, the Entity may notify the Contractor to improve or to rectify the work in a time-limit. Where the Contractor does not improve or rectify in the time-limit, the Entity may request the Contractor to cease performing improve or the contract in whole or in part until the Contractor completes the improvement or rectification and obtains the Entity's written consent. The Contractor shall not request to extend the period of contract performance or be entitled to any compensation.

(三)契約履約期間如有由機關分段審查、查驗之規定，廠商應按規定之階段報請機關監督人員審查、查驗。機關監督人員發現廠商未按規定階段報請審查、查驗，而擅自繼續次一階段工作時，得要求廠商將未經審查、查驗及擅自履約部分重做，其一切損失概由廠商自行負擔。但機關監督人員應指派專責審查、查驗人員隨時辦理廠商申請之審查、查驗工作，不得無故遲延。

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

(四)契約如有任何部分須報請政府主管機關審查、查驗時，除依法規應由機關提出申請者外，應由廠商提出申請，並按照規定負擔有關費用。

The Contractor shall, unless an application is to be delivered by the Entity in accordance with laws and regulations, deliver an application for checking of any part of the work that shall be reported and checked by the competent authorities specified in the contract. In addition, the Contractor shall cover the relevant expenses incurred from such checking in accordance with the regulations.

(五)廠商應免費提供機關依契約辦理審查、查驗、測試或檢驗所必須之設備及資料。但契約另有規定者，不在此限。契約規定以外之審查、查驗、測試或檢驗，其結果不符合契約規定者，由廠商負擔所生之費用；結果符合者，由機關負擔費用。

The Contractor shall provide the necessary instrument, machinery, equipment, labor and data, free of charge, to the Entity for the purpose of conducting checking, testing, inspection, preliminary inspection and final acceptance, except otherwise specified. For checking, testing or inspection outside the scope of the contract, the Contractor shall

bear expenses if the results do not meet the requirements of the contract. Otherwise, the expenses shall be borne by the Entity.

- (六) 審查、查驗、測試或檢驗結果不符合契約規定者，機關得予拒絕，廠商應免費改善或改正。

Where results from checking, testing or inspection do not meet the requirements of the contract, the Entity may refuse to accept, and the Contractor shall improve, demolish, re-do, recall or replace the subject free of charge.

- (七) 廠商不得因機關辦理審查、查驗、測試或檢驗，而免除其依契約所應履行或承擔之義務或責任，及費用之負擔。

The Contractor shall not evade its obligations or responsibilities of the contract and the bearing of related expenses due to checking, testing or inspection conducted by the Entity.

- (八) 機關就廠商履約標的為審查、查驗、測試或檢驗之權利，不受該標的曾通過其他審查、查驗、測試或檢驗之限制。

The Entity's right to check, test or inspect the subject of the contract performed by the Contractor will not be restricted by the fact that the subject has once passed other checking, testing or inspection.

- (九) 機關提供設備或材料供廠商履約者，廠商應於收受時作必要之檢查，以確定其符合履約需要，並作成紀錄。設備或材料經廠商收受後，其滅失或損害，由廠商負責。

Where the Entity provides equipment or material for the Contractor to perform the contract, the Contractor shall make the necessary checking on acceptance of them, in order to ensure that they meet the requirements in performing contract, and make a note of it in writing. The Contractor shall be responsible for any loss or damage that occurs to the said equipment or material afterwards.

## 第十條 驗收

### Article 10 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，具備一般可接受之專業及技術水準，無減少或滅失價值或不適於通常或約定使用之瑕疵。

The subject to be supplied or completed by the Contractor shall meet the requirements of the contract, and be of a generally accepted professional and technical standard. There shall be no defects that reduce or destroy its value, or that make it unsuitable for normal or the agreed usage.

- (二) 驗收程序：Inspection and acceptance procedure:

廠商得檢附以月為單位期程之執行成果（含機關要求檢附之證明文件）與該等工作執行所需費用明細。機關應核對完成履約之項目、數量及相關資料（如預算支用明細表、剪報、照片、監播記錄等編列成冊，以確定是否完成履約）。履約標的部分完成履約後，如有部分先行使用之必要，應先就該部分辦理分段審查、查驗供驗收之用，並得視情形依政府採購法施行細則第 90 條之 1 辦理。

The Contractor may submit the performance report (including verification documentation required by the Entity) on a monthly basis, along with a detailed list of the required expenses for the performance of the work. The Entity should verify the performed projects, quantities and related information (such as detailed list of budgets and expenditures, clippings, photographs, and media monitoring records...etc shall be

bundled as the performance report of the contract). Where a part of the subject of the contract has been completed and it is necessary for the completed part to be used first, the part should undergo acceptance and inspection in advance. Article 90 Paragraph 1 of the Enforcement Rules of the Government Procurement Act may be applied if necessary.

- (三)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30日內（如有特殊狀況者，由主驗人另定之）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 11 條規定計算逾期違約金。但逾期未改正仍在契約原訂履約期限內者，不在此限。

Where a defect is discovered in the Contractor's performance of the contract during preliminary inspection or acceptance inspection by the Entity, the Contractor may be required by the Entity to carry out improvement, removal, re-working, return or replacement (hereafter referred to as "corrective action") within 30 days (a different deadline can be specified by the chief inspector in special circumstances). Failure to take corrective action by the given deadline will result in a breach of contract penalty being imposed in accordance with Article 11. This provision does not apply if the delay in corrective action is still within the original deadline for contract performance.

- (四)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2(由機關於招標時載明；無者免填)次仍未能改正者，機關得採行下列措施之一：

If the Contractor fails to take corrective action by the deadline given in the preceding sub-paragraph, refuses to take corrective action, the defect cannot be corrected, or correction action has been taken more than 2 times (to be specified by the Entity at time of tender; optional) then one of the following actions may be taken by the Entity:

- 1.自行或使第三人改善，並得向廠商請求償還改善必要之費用。

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

- 2.終止或解除契約或減少契約價金。

Terminate or rescind the contract, or reduce the contract price.

- (五)因可歸責於廠商之事由，致履約有瑕疵者，機關除依前 2 款規定辦理外，並得請求損害賠償。

If the defect in contract performance is attributable to the Contractor, the Entity may also request compensation in addition to provisions specified in the preceding two sub-paragraphs.

## 第十一條 遲延履約

### Article 11 Delay of Contract Performance

- (一)逾期違約金，以日為單位，按逾期日數，每日依契約價金總額     ‰(由機關於招標時載明比率；未載明者，為 1‰)計算逾期違約金，所有日數（包括放假日等）均應納入，不因履約期限以工作天或日曆天計算而有差別。因可歸責於廠商之事由，致終止或解除契約者，逾期違約金應計算至終止或解除契約之日止：

The amount of liquidated damages for delay is calculated by day and shall apply at      ‰ of the total contract price.(to be specified by the Entity in the tender documentation; 1 ‰ shall apply if not specified), all days (including holidays) shall be included in the time-limit for contract performance without difference of deadline of contract counting by working days or calendar days . Where the contract is terminated or rescinded due to causes attributable to the Contractor, the amount of liquidated damages shall be calculated to the day of termination or rescission of the contract.

1.廠商如未依照契約所定履約期限完成履約標的，自該期限之次日起算逾期日數。

Where the Contractor fails to complete the contractual obligations within the time-limit for contract performance, the number of days exceeding the time-limit for contract performance shall be calculated from the next day thereof.

2.初驗或驗收有瑕疵，經機關通知廠商限期改正，自契約所定履約期限之次日起算逾期日數，但扣除以下日數：

Where there are any defects discovered by preliminary inspection or inspection and acceptance, and such have been notified by the Entity for modification within a time-limit, the number of days exceeding the time-limit for contract performance shall be calculated from the next day to the time-limit for contract performance, excluding the days specified below:

(1)履約期限之次日起，至機關決定限期改正前歸屬於機關之作業日數。

From the next day of the time-limit for contract performance, the days which the Entity has spent before determining the time-limit for modification.

(2)契約或主驗人指定之限期改正日數（機關得於招標時刪除此部分文字）。

The days for modification specified in the contract or designated by the chief inspector (The Entity may remove this clause from the tender documentation)

3.前2目未完成履約/初驗或驗收有瑕疵之部分不影響其他已完成且無瑕疵部分之使用者（不以機關已有使用事實為限），按未完成履約/初驗或驗收有瑕疵部分之契約價金，每日依其\_\_%（由機關於招標時載明比率；未載明者，為3%）計算逾期違約金，其數額以每日依契約價金總額計算之數額為上限。

Where the unfulfilled portion of the Contract/ Where there are any defects discovered by preliminary inspection or inspection in the above 2 preceding items does not interfere with the use of the finished portion (irrelevant to whether the Entity has used the same or not), the liquidated damages for the delay shall be calculated based on\_\_% (to be specified by the Entity in the tender documentation; if not specified, 3% shall apply) of the contract price of the unfulfilled portion, and the maximum value of such amount shall be limited to the amount calculated based on the total contract price per day.

(二)採部分驗收或分期驗收者，得就該部分或該分期之金額計算逾期違約金。

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

(三)逾期違約金之支付，機關得自應付價金中扣抵；其有不足者，得通知廠商繳納或自保證金扣抵。

The Entity may directly deduct the amount of liquidated damages for delay from the contract price payable. Where there is an insufficient amount for deduction, the Entity may notify the Contractor to pay for it or deduct it from the guarantee bond.

(四)逾期違約金為損害賠償額預定性違約金，其總額(含逾期未改正之違約金)，以契約價金總額之\_\_%（由機關於招標時載明，但不高於20%；未載明者，為20%）為上限。

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.

(五)機關及廠商因下列天災或事變等不可抗力或不可歸責於契約當事人之事由，致未能依時履約者，得展延履約期限；不能履約者，得免除契約責任：

Where it is due to the following force majeure, such as natural disasters or extreme circumstances, or other circumstances not attributable to the contracting parties, that the contractual time-limit 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. 依傳染病防治法第3條發生傳染病且足以影響契約之履行時。

Where communicable disease described in Article 3 of the Communicable Disease Control Act occurs and it is sufficient to affect the performance of the contract.

14. 其他經機關認定確屬不可抗力者。

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) 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).

## 第十二條 權利及責任

### Article 12 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)除另有規定外，廠商如在契約使用專利品，或專利性履約方法，或涉及著作權時，其有關之專利及著作權益，概由廠商依照有關法令規定處理，其費用亦由廠商負擔。

Except otherwise specified, if patented articles or methods are used during the contract performance, or if copyright is involved, such patent or copyright issues shall be dealt with by the Contractor in accordance with relevant laws and regulations. The costs arising therefrom shall also be borne by the Contractor.

- (四)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.

- (五)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.

- (六)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.

- (七)因可歸責於一方之事由，致他方遭受損害者，一方應負賠償責任，其認定有爭議者，依照爭議處理條款辦理。

Where either party suffers damages due to circumstances attributed to the other party, the breaching party shall bear the damages. In the event of any dispute over the identification of liabilities for compensation, the terms and conditions of dispute settlement shall apply.

- 1.損害賠償之範圍，依民法第 216 條第 1 項規定，以填補他方所受損害及所失利益

為限。□但非因故意或重大過失所致之損害，契約雙方所負賠償責任不包括「所失利益」（得由機關於招標時勾選）。

According to Paragraph 1 of Article 216 of the Civil Code, the compensation shall be limited to the injury actually suffered and the interests which have been lost. □ Notwithstanding, the damages result from any causes other than intention or material negligence. The liability of damages agreed to be borne by the contracting parties excludes “loss of interest.”

- (八)廠商履約有瑕疵時，應於接獲機關通知後自費予以修正或重做。但以該通知不逾履約結果驗收後 1 年內者為限。其屬部分驗收者，亦同。

In case of defects in the performance of the Contractor, the Contractor shall perform correction or reconstruction on its own cost after receiving a notice from the Entity. In addition, such correction or reconstruction shall not exceed a period of one (1) year after the performance result acceptance. For partial inspection and acceptance, the same requirement shall be applied.

- (九)機關依廠商履約結果辦理另案採購，因廠商計算數量錯誤或項目漏列，致該另案採購結算增加金額與減少金額絕對值合計，逾該另案採購契約價金總額 5% 者，應就超過 5% 部分占該另案採購契約價金總額之比率，乘以本契約價金總額計算違約金。但本款累計違約金以本契約價金總額之 10% 為上限。

Where the Entity engages in another additional procurement case according to the performance result of the Contractor, and due to the Contractor's error in the quantity calculation or omission of items, such that the absolute value of the total of the amount increased or decreased settled for such additional procurement case exceeds 5% of the total contract price of such additional procurement case, then liquidated damages shall be calculated by multiplying the ratio of the excessive 5% portion over the total contract price of the additional procurement case by the total contract price of this contract. When the maximum cumulative amount of liquidated damages described in this Subparagraph shall be limited to 10% of the total contract price of this contract.

### 第十三條 契約變更及轉讓

#### Article 13 Amendment and Transfer of the Contract

- (一)機關於必要時得於契約所約定之範圍內通知廠商變更契約(含新增項目)，廠商於接獲通知後，除雙方另有協議外，應於 10 日內向機關提出契約標的、價金、履約期限、付款期程或其他契約內容須變更之相關文件。契約價金之變更，其底價依採購法第 46 條第 1 項之規定。

The Entity may, within the scope of the contract, notify the Contractor to amend the contract (including new added items) if necessary. Unless otherwise agreed by both parties, the Contractor shall submit documents relating to subject of procurement, price, time-limit of contract performance, payment schedule or other contract matters that require amendment within 10 days (to be specified by the Entity in the tender documentation; “10 days” shall apply if not specified) after receiving the notification. The government estimate for the amendment of contract price shall be set in accordance with paragraph 1 of Article 46 of the Act.

- (二)廠商於機關接受其所提出須變更之相關文件前，不得自行變更契約。除機關另有請求者外，廠商不得因前款之通知而遲延其履約期限。

Before the Entity accepts the related amendment documents submitted by the Contractor, the Contractor shall not change the contract by itself. Except otherwise requested by the Entity, the Contractor shall not, because of the Entity's notification of the preceding subparagraph, delay its time-limit of contract performance.

(三)機關於接受廠商所提出須變更之事項前即請求廠商先行施作或供應，其後未依原通知辦理契約變更或僅部分辦理者，應補償廠商所增加之必要費用。

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

(四)契約約定之採購標的，其有下列情形之一者，廠商得敘明理由，檢附規格、功能、效益及價格比較表，徵得機關書面同意後，以其他規格、功能及效益相同或較優者代之。但不得據以增加契約價金。其因而減省廠商履約費用者，應自契約價金中扣除：

Where there is any one of the following circumstances, the subject of procurement agreed in the contract may be replaced by another one with the same or better specification, function and effectiveness, provided that reasons of replacement and comparisons of specification, function, effectiveness and price submitted by the Contractor have been approved by the Entity in writing. However, it shall not be used as an excuse for increasing the contract price. When such replacement reduces the Contractor's cost of contract performance, it shall be deducted from the contract price.

1. 契約原標示之廠牌或型號不再製造或供應。

The original brand or type number indicated in the contract is no longer manufactured or supplied.

2. 契約原標示之分包廠商不再營業或拒絕供應。

The original subcontractor indicated in the contract is no longer in business or refuses to supply.

3. 因不可抗力原因必須更換。

Replacement is necessary due to force majeure reasons.

4. 較契約原標示者更優或對機關更有利。

Better than that of the contract or more advantageous to the Entity.

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

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

(五)契約之變更，非經機關及廠商雙方合意，作成書面紀錄，並簽名或蓋章者，無效。

Any amendment to the contract without a written agreement signed or stamped by both the Entity and the Contractor shall be invalid.

(六)廠商不得將契約之部分或全部轉讓予他人。但因公司分割或其他類似情形致有轉讓必要，經機關書面同意轉讓者，不在此限。

The Contractor shall not transfer all or part of the contract to others; however, this shall not apply with written approval from the Entity in the event that there is a need for transfer due to division of a company or similar situation.

廠商依公司法、企業併購法分割，受讓契約之公司（以受讓營業者為限），其資格條件應符合原招標文件規定，且應提出下列文件之一：

Where the Contractor is divided in accordance with Company Act and Business Mergers And Acquisitions Act, the transferee company (limited to the transferee business) shall meet the qualification as specified in the original tender documentation and shall submit one of the following documents:

1. 原訂約廠商分割後存續者，其同意負連帶履行本契約責任之文件；

For the original Contractor surviving after division: documents of agreement by the Contractor to bear joint and several liability for the performance of the contract;

2. 原訂約廠商分割後消滅者，受讓契約公司以外之其他受讓原訂約廠商營業之既存及新設公司同意負連帶履行本契約責任之文件。

For the original Contractor ceasing to exist after division: documents of agreement by the surviving and newly incorporated companies other than the transferee Contractor to bear joint and several liability for the performance of contract.

(七)倘機關發生組織改制者，由改制後之新機關繼受本契約之一切權利義務。

In the event of organizational restructuring of the Entity, the new Entity after the restructuring shall continue to accept all the rights and obligation of this contract.

#### 第十四條 契約終止解除及暫停執行

#### Article 14 Termination, Rescission or Suspension of Contract

(一)廠商履約有下列情形之一者，機關得以書面通知廠商終止契約或解除契約之部分或全部，且不補償廠商因此所生之損失：

In the event of any of the following circumstances for the Contractor's performance, the Entity may notify the Contractor in writing to terminate or rescind a part or all of the contract, and no compensation shall be paid to the Contractor for losses thus incurred:

1. 違反採購法第 39 條第 2 項或第 3 項規定之專案管理廠商。

Where the project management Contractor violates the provision of Paragraph 2 or Paragraph 3 of Article 39 of the Government Procurement Act.

2. 有採購法第 50 條第 2 項前段規定之情形者。

Where there is a circumstance specified in the first section of paragraph 2 of Article 50 of the Act;

3. 有採購法第 59 條規定得終止或解除契約之情形者。

Where there is a circumstance that the contract may be terminated or rescinded pursuant to Article 59 of the Act;

4. 違反不得轉包之規定者。

Where the Contractor is in breach of the stipulation by assigning the contract to others;

5. 廠商或其人員犯採購法第 87 條至第 92 條規定之罪，經判決有罪確定者。

Where the Contractor or its employee has committed any of the offenses prescribed in Article 87 to Article 92 of the Act, and a final guilty verdict has been entered;

6. 因可歸責於廠商之事由，致延誤履約期限，有下列情形者（由機關於招標時勾選；未勾選者，為第 1 選項）：

Where the deadline for contract performance is delayed due to matters attributable to the Contractor, such that the following conditions occur (to be selected by the Entity in the tender documentation; if none is selected, it refers to Option 1):

履約進度落後\_\_\_%(由機關於招標時載明，未載明者為 20%)以上，且日數達十日以上。

The progress of contract performance behind schedule by \_\_\_\_\_ % (to be specified by the Contractor in the tender documentation; if not specified, 20% shall apply), and for more than ten (10) days.

- (1) 百分比之計算方式 Calculation by percentage:

屬尚未完成履約而進度落後已達百分比者，機關應先通知廠商限期改善。屆期未改善者，如機關訂有履約進度計算方式，其通知限期改善當日及期限末日之履約進度落後百分比，分別以各該日實際進度與機關核定之預定進度百分比之差值計算；如機關未訂有履約進度計算方式，依逾期日數計算之。

Where the pending contract performance is behind schedule by a certain percentage, the Entity shall notify the Contractor to correct it within the specific deadline at first. Where the same remains uncorrected upon expiration of the deadline and the Entity sets the calculation of progress for contract performance, the progress behind schedule by percentage on the same day of the notice for correction and last day of the deadline for correction shall be the deviation by percentage between the actual progress on the respective dates and scheduled progress authorized by the Entity for the same dates. Where no calculation of the progress by percentage is set by the Entity, it shall be based on the number of overdue days.

- (2) 屬已完成履約而逾履約期限，或逾最後履約期限尚未完成履約者，依逾期日數計算之。

Where the contract performance is fulfilled beyond the deadline for contract performance, or has not yet been fulfilled upon expiration of the deadline for contract performance, it shall be based on the number of overdue days.

其他：\_\_\_\_\_。Others: \_\_\_\_\_

7. 偽造或變造契約或履約相關文件，經查明屬實者。

Where the Contractor forges or alters documents related to contracting, or contract performance without authorization, and such violation has been verified to be true;

8. 擅自減省工料情節重大者。

Where the Contractor has substantially reduced the work or materials without obtaining a prior approval;

9.無正當理由而不履行契約者。

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

10.審查、查驗或驗收不合格，且未於通知期限內依規定辦理者。

Where an examination, inspection or acceptance procedure indicates any defect against the contractual requirements, and the Contractor fails to rectify the defect in the time-limit specified in the Entity's notification;

11.有破產或其他重大情事，致無法繼續履約者。

Where the Contractor's bankruptcy or other serious matters make the Contractor incapable of continuing performance of the contract;

12.廠商未依契約規定履約，自接獲機關書面通知之次日起 10 日內或書面通知所載較長期限內，仍未改善者。

Where the Contractor has not performed according to the contractual requirements and has not completed the required rectification within 10 days from the next day of receiving the Entity's written notice or within any longer time-limit specified in such notice;

13.違反環境保護或職業安全衛生等有關法令，情節重大者。

Where the Contractor is seriously in breach of the laws or regulations related to environmental protection or labor safety and health;

14.違反法令或其他契約約定之情形，情節重大者。

Where the Contractor is seriously in breach of the laws, regulations or other provisions of the contract.

(二)機關未依前款規定通知廠商終止或解除契約者，廠商仍應依契約規定繼續履約。

The Contractor shall still continue to execute the contract in accordance with the contractual requirements in case that the Entity has not notified the Contractor a termination or rescission of the contract in accordance with the preceding subparagraph.

(三)契約經依第 1 款規定或因可歸責於廠商之事由致終止或解除者，機關得依其所認定之適當方式，自行或洽其他廠商完成被終止或解除之契約；其所增加之費用及損失，由廠商負擔。無洽其他廠商完成之必要者，得扣減或追償契約價金，不發還保證金。機關有損失者亦同。

Where the contract is terminated or rescinded due to a cause for which the Contractor is attributable to or the stipulation as specified in subparagraph 1 of this Article, the Entity may, in an appropriate manner approved by the Entity, complete the contract performance either by itself or by hiring another Contractor. Any extra expenses and loss thus incurred shall be borne by the Contractor. Where it is not necessary to complete the contract performance by hiring another Contractor, the Entity may deduct or claim against the contract price as well as not to release the guarantee bond. The same shall also apply if the Entity has any loss thus incurred.

(四)契約因政策變更，廠商依契約繼續履行反而不符公共利益者，機關得報經上級機關核准，終止或解除部分或全部契約，並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.暫停執行期間累計逾\_\_個月（由機關於招標時合理訂定，如未填寫，則為 2 個月）者，機關應先支付已完成履約部分之價金。

If the cumulative suspension period exceeds\_\_\_\_\_month(s) (to be specified by the Entity reasonably in the tender documentation, "2 months" will apply, if not specified), the Entity shall pay the price of subject the Entity has already acquired ownership from the contractor through instructions.

- 2.暫停執行期間累計逾\_\_個月（由機關於招標時合理訂定，如未填寫，則為 6 個月）者，廠商得通知機關終止或解除部分或全部契約，並得向機關請求賠償因契約終止或解除而生之損害。因可歸責於 機關之情形無法開始履約者，亦同。

If the cumulative suspension period exceeds \_\_\_\_\_ month(s) (to be specified by the Entity reasonably in the tender documentation, “6 months” will apply, if not specified), the Contractor may notify the Entity to terminate or rescind the contract in whole or in part, and may claim against the Entity for damages arising from termination or rescission of the contract. The same shall also apply in the circumstances in which contract performance is not commenced due to causes attributable to the Entity.

- (九)廠商不得對本契約採購案任何人要求、期約、收受或給予賄賂、佣金、比例金、仲介費、後謝金、回扣、餽贈、招待或其他不正利益。分包廠商亦同。違反約定者，機關得終止或解除契約，並將2倍之不正利益自契約價款中扣除。未能扣除者，通知廠商限期給付之。

The Contractor shall not demand, agree to accept, accept or provide a bribe, commission, percentage, brokerage, kickback, rebate, gift, treat or other improper benefit from/to any person of the contract. The same shall also apply to the subcontractors. In the event of breach of the above, the Entity may terminate or rescind the contract, or deduct the double-valued portion and any other benefits from the contract amount. In the event of failure to deduct from the contract amount, the Entity shall notify the Contractor to pay it within a deadline

- (十)本契約終止時，自終止之日起，雙方之權利義務即消滅。契約解除時，溯及契約生效日消滅。雙方並互負相關之保密義務。

When the contract is terminated, all rights and obligations of both parties shall likewise be eliminated from the date of termination of the contract. When the contract is rescinded, such rights and obligations shall be eliminated from the effective date of the contract. However, both parties shall bear the obligation of confidentiality.

- (十一)因可歸責於機關之事由，機關有延遲付款之情形：

When the payment is delayed by the Entity due to causes attributable to the Entity:

1. 廠商得向機關請求加計年息\_\_%（由機關於招標時合理訂定，如未填寫，則依簽約日中華郵政股份有限公司牌告一年期郵政定期儲金機動利率）之遲延利息。

The Contractor may request for interest at \_\_\_\_\_ % annual rate of (to be specified by the Entity reasonably in the tender documentation; “the floating rate of 1-year term certificate of deposit posted by Chunghwa Post Co., Ltd. on the day that the Entity signs the contract” will apply, if not specified) as late payment interest.

2. 延遲付款達\_\_個月（由機關於招標時合理訂定，如未填寫，則為3個月）者，廠商得通知機關終止或解除部分或全部契約。

If a payment has been delayed for \_\_\_\_\_ month(s) (to be specified by the Entity reasonably in the tender documentation; “3 months” will apply, if not specified), the Contractor may notify the Entity to terminate or rescind the contract in whole or in part.

- (十二)除契約另有約定外，履行契約需機關之行為始能完成，因可歸責於機關之事由而機關不為其行為時，廠商得定相當期限催告機關為之。機關不於前述期限內為其行為者，廠商得通知機關終止或解除契約。

Unless otherwise specified in the contract, where the completion of contract performance requires specific actions by the Entity and the Entity does not fulfill such actions, the Contractor may request the Entity to fulfill such actions before a certain deadline. Where the Entity fails to fulfill such action within the deadline, the Contractor

may notify the Entity to terminate or rescind of the contract in whole or in part.

- (十三)因契約約定不可抗力之事由，致全部契約暫停執行，暫停執行期間持續逾\_\_個月（由機關於招標時合理訂定，如未填寫，則為3個月）或累計逾\_\_個月（由機關於招標時合理訂定，如未填寫，則為6個月）者，契約之一方得通知他方終止或解除契約。

Where temporary suspension of the contract in whole is due to force majeure prescribed in the contract, and the suspension period has continued for more than \_\_\_\_\_month(s) (to be specified by the Entity reasonably in the tender documentation; “3 months” will apply, if not specified), or the cumulative suspension period exceeds \_\_\_\_\_month(s) (to be specified by the Entity reasonably in the tender documentation; “6 months” will apply, if not specified), either party to the contract may notify the other party to terminate or rescind the contract.

## 第十五條 爭議處理

### Article 15 Dispute Settlement

- (一) 機關與廠商因履約而生爭議者，應依法令及契約規定，考量公共利益及公平合理，本誠信和諧，盡力協調解決之。其未能達成協議者，得以下列方式處理之：

Where there is a contractual dispute between the Entity and the Contractor, they shall honestly, sincerely and harmoniously work out a solution basing on the provisions of laws, regulations, and the contract, and taking into account the public interests, fairness, and reasonableness. Any of following means may be used if they are unable to resolve the dispute through negotiation:

- 1.依採購法第85條之1規定向採購申訴審議委員會申請調解。

Refer to the Complaint Review Board for Government Procurement (CRBGP) for mediation pursuant to Article 85-1 of the Act.

- 2.經契約雙方同意並訂立仲裁協議書後，依本契約約定及仲裁法規定提付仲裁。

Refer to arbitration pursuant to the contract and the Arbitration Law where both parties agree and enter into an arbitration agreement.

- 3.提起民事訴訟。Refer to civil litigation.

- 4.依其他法律申(聲)請調解。Refer to mediation according to other laws and regulations.

- 5.契約雙方合意成立爭議處理小組協調爭議。

Both parties agree to establish a dispute settlement team to negotiate for the dispute.

- 6.依契約或雙方合意之其他方式處理。

Refer to other means provided herein or agreed by both parties.

- (二)依前款第2目提付仲裁者，約定如下：

While refer to arbitration pursuant to subparagraph 2 of the preceding paragraph, the parties agree as follows:

- 1.由機關於招標文件及契約預先載明仲裁機構。其未載明者，由契約雙方協議擇定仲裁機構。如未能獲致協議，由機關指定仲裁機構。上開仲裁機構，除契約雙方另有協議外，應為合法設立之國內仲裁機構。

The arbitration institution is specified by the Entity in the tender documentation and the contract in advance. If not specified, the arbitration institution will be designated

as agreed by both parties. If an agreement is not reached, the arbitration institution will be designated by the Entity. The aforementioned arbitration institution, unless otherwise agreed by both parties, shall be a domestic arbitration institution legally established.

1. 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.

2. 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.

3. 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).

4. 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.

5. 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.)

6. 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.

7. 仲裁判斷書應記載事實及理由。

The arbitral award shall specify facts and reasons.

(三)依第 1 款第 5 目成立爭議處理小組者，約定如下：

Establish the dispute settlement team referred to in Item 5 of Subparagraph 1, upon the following terms and conditions:

1. 爭議處理小組於爭議發生時成立，得為常設性，或於爭議作成決議後解散。

The dispute settlement team shall be established upon occurrence of any dispute, which may be established permanently or dissolved upon settlement of the dispute.

2. 爭議處理小組委員之選定：

Selection of the dispute settlement team members:

- (1) 當事人雙方應於協議成立爭議處理小組之次日起 10 日內，各自提出 5 位以上(含本數)之名單，交予對方。

Either party shall present its name list of five (5) members or more to the other party within ten (10) days from the next day of agreeing to establish the dispute settlement team.

- (2) 當事人之一方應於收受他方提出名單之次日起 10 日內，自該名單內選出 1 位作為委員。

Each party shall, within ten (10) days from the next day of receiving said list from the other party, appoint one (1) member from such list.

- (3) 當事人之一方未依(1)提出名單者，為無法合意成立爭議處理小組。

Either party's failure to present the name list referred to in Sub-item 1 shall

result in the failure to reach an agreement on the establishment of the dispute settlement team.

- (4) 當事人之一方未能依(2)自名單內選出委員，且他方不願變更名單者，為無法合意成立爭議處理小組。

Either party's failure to select the member from the name list in accordance with Sub-item 2 and the other party's unwillingness to change the name list shall result in the failure to reach an agreement on the establishment of the dispute settlement team.

3. 爭議處理小組召集委員之選定：

- (1) 二位委員經選定之次日起 10 日內，由雙方或雙方選定之委員自前目(1)名單中共推 1 人作為召集委員。

Within ten (10) days following the day after the two members are selected, both parties or the members selected by both parties shall jointly designate one person from the list of Sub-item 1 of the preceding Item as the convener.

- (2) 未能依(1)共推召集委員者，為無法合意成立爭議處理小組。

If the convener is not jointly designated in accordance with the preceding Sub-item, the dispute settlement team cannot be established.

4. 當事人之一方得就爭議事項，以書面通知爭議處理小組召集委員，請求小組協調及作成決議，並將繕本送達他方。該書面通知應包括爭議標的、爭議事實及參考資料、建議解決方案。他方應於收受通知之次日起 14 日內提出書面回應及建議解決方案，並將繕本送達他方。

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

5. 爭議處理小組會議：

Dispute settlement team meeting:

- (1) 召集委員應於收受協調請求之次日起 30 日內召開會議，並擔任主席。委員應親自出席會議，獨立、公正處理爭議，並保守秘密。

The convener shall, within thirty (30) days from the next day of receiving the request, convene a meeting and act as the chairperson. All members shall attend the meeting in person, resolve the dispute independently and fairly, and keep it secret.

- (2) 會議應通知當事人到場陳述意見，並得視需要邀請專家、學者或其他必要人員列席，會議之過程應作成書面紀錄。

The meeting shall notify concerned parties to appear at the session to present their opinions; if necessary, scholars and experts or other necessary personnel may be invited to attend the meeting. Written minutes should be kept of the process of the meeting.

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

6. 爭議處理小組委員應迴避之事由，參照採購申訴審議委員會組織準則第 13 條規

定。委員因迴避或其他事由出缺者，依第 2 目、第 3 目辦理。

Reasons for the withdrawal of members of the dispute settlement team are referred to in Article 13 of the Organizational Guide for the Complaint Review Board of Government Procurement. If any member is absent due to rescusal or any other causes, the requirements referred to in Item 2 and Item 3 shall apply.

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

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

8. 爭議事項經一方請求協調，爭議處理小組未能依第 5 目或當事人協議之期限召開會議或作成決議，或任一方於收受決議後 14 日內以書面表示異議者，協調不成立，雙方得依第 1 款所定其他方式辦理。

If a dispute is requested to be mediated by either party, and the dispute settlement team fails to hold a meeting or make a decision pursuant to Item 5 or within an agreed time limit reached by both parties; or if either party raises its objection in writing within fourteen (14) days upon receipt of the decision, the mediation shall not be deemed successful. Then both parties shall apply the other measures in accordance with Subparagraph 1.

9. 爭議處理小組運作所需經費，由契約雙方平均負擔。

The funds required for the operation of the dispute settlement team shall be equally shared by both parties to the contract.

10. 本款所定期限及其他必要事項，得由雙方另行協議。

The deadline and other necessary matters set forth in this Subparagraph may be agreed upon elsewhere by both parties.

(四) 依採購法規定受理調解或申訴之機關名稱：行政院公共工程委員會採購申訴審議委員會；地址：台北市信義區松仁路 3 號 9 號(中油大樓)；電話：(02)87897530。

The name of the complaint review board for government procurement specified in the Procurement Act: **Public Construction Commission of the Executive Yuan**; Address: **9F, No. 3 Song-jen Road Taipei (CPC Building)**; Telephone: **(02) 87897530**.

(五) 履約爭議發生後，履約事項之處理原則如下：

After the occurrence of a contractual dispute, the following principles shall apply to the fulfillment of contract:

1. 與爭議無關或不受影響之部分應繼續履約。但經機關同意無須履約者不在此限。  
The fulfillment of unrelated or unaffected parts of the contract shall be continued unless otherwise agreed by the Entity.
2. 廠商因爭議而暫停履約，其經爭議處理結果被認定無理由者，不得就暫停履約之部分要求延長履約期限或免除契約責任。  
Where the Contractor temporarily suspends the performance of the contract due to dispute, and such dispute is deemed to be unreasonable on the part of the Contractor after reviewing the causes related thereto, the Contractor shall not request for an extension to the time-limit of contract performance or the exemption of contractual obligations for the part of the contract that is suspended.

(六)本契約以中華民國法律為準據法，並以機關所在地之地方法院為第一審管轄法院。

This contract is governed by the laws of the Republic of China. In the event of litigation, the court of first instance shall be the district court where the Entity is located.

#### 第十六條 其他

#### Article 16 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.

立契約人：

Acknowledged and Agreed by:

機關(機關全銜)Entity:(The Entity's full name)

代表人 Representative:

地址 Address:

廠商 (廠商全銜)Contractor:(The Contractor's full name)

負責人 Responsible person:

地址 Address:

中華民國 年 月 日

Date: MM/DD/YY