

# Construction and Planning Agency, Ministry of the Interior Planning, Design, and Construction Supervision Project Contract

**Note: The translation version is intended for reference only. If any inconsistency between Chinese and English version is found, the Chinese version shall govern.**

Sponsor: Taiwan Centers for Disease Control

This Contract is made by and between the Construction and Planning Agency, Ministry of the Interior (hereinafter referred to as the “Party A”) and \_\_\_\_\_ (hereinafter referred to as the “Party B”). **NOW THEREFORE** in consideration of the covenants and agreements hereinafter contained, the parties hereby agree to the terms and conditions as follows:

## **Article 1 Contract Services**

Project Title: Taiwan Centers for Disease Control Complex Planning, Design, and Construction Supervision Project

Project Site: The project site is located at No.1 ShiHsin Land Section, which is Block #B, Enterprise Area, Medical Treatment Area #3, Hsinchu Biomedical Science Park

## **Article 2 Contract Documentation and Validity**

2.1 The Contract documentation shall consist of the following:

- 2.1.1 Tender documents and any modifications or supplements thereto.
- 2.1.2 Proposal documents and any modifications or supplements thereto.
- 2.1.3 Award documents and any modifications or supplements thereto.
- 2.1.4 The Contract and attachments thereto as well as modifications or supplements thereto.
- 2.1.5 Documents or information submitted in accordance with the Contract.

2.2 In case of any discrepancy or inconsistency among the Contract documentation, the following order of precedence shall apply, unless it is otherwise specified:

- 2.2.1 Contract supplement or modification agreement
  - 2.2.2 Clauses of the Contract
  - 2.2.3 Tender opening and award record
  - 2.2.4 Supplemental of tender description
  - 2.2.5 Tender description
  - 2.2.6 Proposal documents
  - 2.2.7 Other contract documents
- 2.3 Except the above-mentioned agreements, documents contained in the Contract shall be handled according to the following principles. Notwithstanding the foregoing, the preceding provision does not apply if it is otherwise agreed in the Contract or the content of the documents has error or is forged or altered.
- 2.3.1 Special notations in the tender documents take precedence over the clauses of the Contract.
  - 2.3.2 A document with more recent production or review date takes precedence over that with earlier.
  - 2.3.3 A drawing with a larger scale takes precedence over that with a smaller scale.
  - 2.3.4 Where the content of the proposal document is more favorable to Party A than the content of the tender document, the content of the proposal document shall prevail.
  - 2.3.5 Where the content of Party B's document is more favorable to Party A than the content of Party A's document, the content of Party B's document shall prevail.
  - 2.3.6 Where the content of the proposal document is inconsistent with the tender document, the provision of the tender document shall prevail.
  - 2.3.7 Other circumstances as agreed to in the Contract.
- 2.4 If the priority order specified in the preceding section has more than two situations, Party A is entitled to choose one. Party B may follow the dispute procedure to settle any disagreement thereof.
- 2.5 Contract documentation
- 2.5.1 With exceptions to qualification documents or as otherwise specified, the governing language of this Contract shall be Chinese. Translations in any other languages are for reference only and not binding. Notwithstanding the foregoing, foreign languages shall govern upon the approval of the Party A in the following situations:

2.5.1.1 Drawings and text of special techniques or materials.

2.5.1.2 Documents produced or issued by international organizations or foreign administrations, or their authorized institutions, trade associations, or chambers of commerce.

2.5.1.3 Other situations as deemed necessary by Party A.

2.5.2 In the event that the Contract documentation is prepared in both Chinese and a foreign language and any inconsistency between these two language versions is thus found, the Chinese version shall govern, with the exception to qualification documents. The party that provides the translation shall be responsible for damages caused by the mistake of the translation. The manpower relevant to the written translation and oral interpretation and other necessary direct costs incurred thereof shall have been included in the service fees of Party B.

2.5.3 The terms of “application”, “report”, “consent”, “instruction”, “approval”, “notification”, “interpretation”, and other similar conducts shall be, in principle, written in the Chinese language.

2.5.4 The delivery of documents shall be effected by signed receipt, mail or fax to a designated personnel or location as agreed in advance by the parties hereto.

2.6 Unless it is otherwise specified, units of measurement mentioned in the Contract shall adopt the metric system in principle.

### **Article 3 Service Scope and Items**

The total construction budget for the Project (the “Project”) shall be NT\$2,283,000,000. (Excluding Service Fees and Construction Management Fees...) The Party B shall design the Project on such basis. The budget will be divided into two phases:

Phase 1: NT\$1,580,000,000.

Phase 2: NT\$703,000,000.

Party B shall provide the following services and work items:

3.1 Works in design stage:

3.1.1 Party B shall handle the field exploration and investigation of the project site, including the field topography survey, soil investigation, the structures and pipelines above and under ground (including but not limited to investigation on electricity, telecommunication, water, gas pipeline, sewer). Party B shall choose the practicable disaster prevention and safety construction method to conduct the planning and design works and describe the Regulations for

Prevention and Mitigation of Disasters of Construction Sites During the Flood Period on the design drawings. With respect to the work of soil investigation, Party B shall submit a plan to Party A and proceed with the plan after Party A reviews. In accordance with the requirement of Article 3 of the “The Certification Regulations for the Building Structure”, the licensed professional engineer assigned by Party B shall be responsible for supervising onsite soil investigation. After the investigation work is completed, Party B shall draft an investigation report and submit the same to Party A for review. After Party A approves the investigation report, Party B shall again submit to Party A ten (10) copies of the investigation report certified by a licensed professional engineer.

3.1.2 Party B shall provide design & planning proposal, design & planning report and budget for the Project, and after obtaining Party A’s consent, provide detailed design drawings for the architecture, structure, drainage, sewage disposal measure, electricity (including but not limited to power, television, telephone, information network (including wireless network), video communication and central control and monitoring system), ventilation, air-conditioning, fire prevention, sanitary, natural gas, barrier free environment, laboratory space design, special laboratory space design, pollution control measures, finishing, all kinds of equipment and relevant surrounding facilities, and plaza, surrounding landscape, and plantation. Party B shall also compile equipment and instrument regulations, construction regulations, structural calculation report and budget estimation report (including but not limited to detailed budget, unit price analysis, resources statistics and work quantity calculation book).

3.1.3 Finishing and fixtures for the Project shall be included in the design scope.

3.1.4 Where the total budget for the Project is changed by the Sponsor, the budget estimation report shall be prepared in accordance with the actually approved amount.

3.1.5 Party B shall engage qualified professional engineers registered according to law to conduct the structural design, electricity, HVAC system, waste water treatment system, soil conservation facilities, and geo-engineering work. The professional engineers shall also certify their works and be held responsible for their conducts in accordance with the Professional Engineers Act and relevant laws and regulations. Party B shall be held jointly responsible for the works of professional engineers. The certificates of the professional engineers assigned by Party B (including but not limited to photocopy of license, original copy of the affidavit signed by the engineer (see attached), photocopy of permit for engaging in works related to building structure, engineering equipment, design and supervision issued by Ministry of the Interior and

resumes for important working experiences) shall be submitted to Party A before the design is finalized. Party A reserves the right to request change of engineers whom Party A considers incompetent or refuses to deal with.

- 3.1.6 Party B is responsibilities to provide include but are not limited to the following: obtaining green building candidate certificate, construction line designation, traffic impact evaluation, soil conservation plan, environmental impact assessment, urban design review, building permit, and miscellaneous construction permit. Party B shall also be responsible for coordinating with relevant organizations and negotiating with public agencies such as electricity, telecommunication, water, environmental protection, gas, and fire prevention to accommodate the design, planning, and installation of public facilities in coordination with the Project and applying to the public agencies in charge of respective business for reviewing and approving related drawings. Party B shall bear the expenses incurred from duplication of drawings. Party A will also pay for related administrative fees, review fees and license fees, and request reimbursement from Party A with receipts. Party B shall be responsible for expenses incurred from second or subsequent reviews for reasons attributable to Party B.
- 3.1.7 In conjunction with the “Ecology City Green Building Promotion Program” promulgated by the Executive Yuan, Party B shall make planning and design according to the Green Building Evaluation Indicators and obtain a green building candidate certificate before applying for building permit. Before the construction is completed, Party B shall assist in the acquisition of Green Building Mark.
- 3.1.8 Party B shall conduct the planning and design works according to the requirements of “Regulations for Prevention and Mitigation of Disasters of Construction Sites During the Flood Period for Public Works” promulgated by PCC and describe the required working items for contractor on the design drawings to coordinate with Party A and Sponsor to conduct Disaster Prevention and rescue performance.
- 3.1.9 Party B shall prepare budget estimation report and drawings for the Project in accordance with the “Operating Guidelines for Review of Government Public Construction Project and Expenditure” promulgated by the Public Construction Commission, Executive Yuan, and provide Party A with the same for Party A to obtain approval of total budget from the Public Construction Commission as required by law.
- 3.1.10 Party B shall be present in relevant meetings (including design coordination meeting and design clarification meeting, environmental impact assessment meeting) and work inspections to clarify questions on Project

planning and design, and provide explanations for work-related disputes and difficult issues.

3.1.11 In conjunction with need of Party A in ground-breaking ceremony, Party B shall provide framed drawings with area calculation sheet, floor plans, unit space detailed drawings, elevations, and perspective drawings to be presented in colors.

3.1.12 Party B shall provide tender documents, assist in invitation to tender, be present in tender opening, and assist in the construction contract procedure.

3.1.13 Party B shall handle design change of the Project and apply to relevant agencies for change of permits and handle the review processes.

3.1.14 Party B shall assist in handling matters such as construction dispute, argument, damage claims, arbitration, and lawsuit and be present in related discussions and proceedings.

3.1.15 Party B shall, after the Project is completed, assist in providing explanation on questions relating to building area arising in the building property registration. And if modification of the building area is needed, Party B shall render assistance until the building registration is completed.

3.1.16 Party B shall assist the Sponsor in holding local residents' meeting and environmental impact assessment meeting.

3.1.17 When Project contractors have questions over the quantity of construction material (equipment) and submit a calculation sheet, Party B shall closely examine the calculation to confirm the increase and/or reduction made.

3.1.18 After completing the design report for the Project, Party B shall transfer to Party A the original investigation data and research process materials. After the design is completed, Party B shall hand over to Party A the original design drawings and documents attached with computer files and PDF files in a format designated by Party A when submitting the budget estimation report to Party A.

### 3.2 Supervision works:

3.2.1 Before the first tender opening for the project procurement, Party B shall draft and submit a certified supervision plan in detail in view of the special features of each divided tender, to Party A for review and approval.

3.2.1.1 In addition to the supervising architect, members of the supervision organization proposed by Party B shall include at least a responsible site supervisor and resident site supervision personnel specified in 3.2.1.3 herein, and assign those personnel at the Project site according to the manpower allocation plan and schedule.

3.2.1.2 Members of the supervision organization and their qualifications shall

match the personnel listed in the service proposal submitted at the time of tendering, including responsible site supervisor (or project manager), assistant site supervisor, superintendent, resident site supervision personnel, professional engineers and consultants. If it is necessary to adjust the supervision organization, Party B shall, fifteen (15) days before the change, provide Party A with a manpower adjustment plan and proceed with the change after obtaining Party A's consent (or after providing a proposed adjustment plan for Party A's reference). Notwithstanding the foregoing, the total number of changes made shall not exceed one third (1/3) of the supervision organization originally specified in the service proposal (unless the staff leaves job or was replaced upon Party A's notification, or other force majeure events with Party A's consent). Otherwise, the matter shall be handled in accordance with the provisions of Article 20 herein

**3.2.1.3** Party B shall provide at least 12 hours of orientation training for its supervision personnel to familiarize them with Party A's construction standards and requirements, as well as operating procedures before assigning them to the site.

**3.2.1.3.1** The responsible site supervisor (or project manager) shall have graduated from architecture, civil engineering, construction or other relevant department of a college or higher, and have at least three years of experience as a project superintendent or site manager or construction manager, or at least five years of experience in supervision (construction).

**3.2.1.3.2** Resident site supervision personnel (hereinafter referred to as the "supervision personnel")

**3.2.1.3.2.1** If the architecture and electricity & HVAC system are jointly tendered, the required number of resident site supervision personnel shall be calculated according to the total amount of the contract awarded:

**3.2.1.3.2.1.1** For projects less than 200,000,000: at least one person as civil engineering personnel (can be undertaken concurrently by responsible site supervisor) and at least one person as electrical engineering personnel.

**3.2.1.3.2.1.2** For projects more than 200,000,000 but less than 500,000,000: at least two persons as civil engineering personnel (can be undertaken concurrently by responsible site supervisor) and at least one person as electrical engineering personnel.

3.2.1.3.2.1.3 For projects more than 500,000,000 but less than 1,000,000,000: at least three persons as civil engineering personnel (can be undertaken concurrently by responsible site supervisor) and at least two persons as electrical engineering personnel.

3.2.1.3.2.1.4 For projects over 1,000,000,000: at least four persons as civil engineering personnel (can be undertaken concurrently by responsible site supervisor) and at least two persons as electrical engineering personnel.

3.2.1.3.2.1.5 Others:

3.2.1.3.2.2 If the architecture and landscape are jointly tendered but sign the contract individually, the required number of resident site supervision personnel shall be calculated according to the total amount of the contract awarded:

3.2.1.3.2.2.1 For projects less than 200,000,000: at least one person as civil engineering personnel (can be undertaken concurrently by responsible site supervisor).

3.2.1.3.2.2.2 For projects more than 200,000,000 but less than 500,000,000: at least two persons as civil engineering personnel (can be undertaken concurrently by responsible site supervisor).

3.2.1.3.2.2.3 For projects more than 500,000,000 but less than 1,000,000,000: at least three persons as civil engineering personnel (can be undertaken concurrently by responsible site supervisor).

3.2.1.3.2.2.4 For projects over 1,000,000,000: at least four persons as civil engineering personnel (can be undertaken concurrently by responsible site supervisor).

3.2.1.3.2.2.5 Others:

3.2.1.3.2.3 If the electricity, HVAC, and related facilities system are individually tendered, the required number of resident site supervision personnel shall be calculated according to the total amount of the contract awarded:

3.2.1.3.2.3.1 For projects less than 200,000,000: at least one person as mechanical engineering personnel (can be undertaken concurrently by responsible site supervisor).

3.2.1.3.2.3.2 For projects more than 200,000,000 but less than 500,000,000: at least one person as mechanical engineering personnel (can be undertaken concurrently by responsible site supervisor).

3.2.1.3.2.3.3 For projects more than 500,000,000 but less than 1,000,000,000: at least two persons as mechanical engineering personnel (can be undertaken concurrently by responsible site supervisor).

3.2.1.3.2.3.4 For projects over 1,000,000,000: at least two persons as mechanical engineering personnel (can be undertaken concurrently by responsible site supervisor).

3.2.1.3.2.3.5 Others:

3.2.1.3.3 All supervision personnel have graduated from a relevant department of a college or higher, at least one year of relevant working experience or have graduated from a senior vocational school with major in relevant section with at least five years of supervision (construction) experience.

3.2.1.3.4 Party B shall retain professional engineers to provide certification in accordance with relevant construction laws and regulations.

3.2.1.3.5 At least one of the supervision personnel shall have received training on public construction quality and management held by the Public Construction Commission (PCC) or a PCC-commissioned training institute and obtained a complete certificate (at least two persons shall have obtained the completion certificate in the case of a large procurement project). If the aforementioned personnel have received the completion certificate for more than four years, they shall obtain a retraining certificate within the last four years.

The education and work experience and the number of the above-mentioned personnel shall have been approved by Party A before their assignment, and a list of the supervision personnel shall be provided to Party A for Party A to report such information on the website of PCC before the commencement of supervision work. If there is a change in supervision personnel, Party B shall inform Party A fifteen days beforehand.

3.2.1.4 The responsible site supervisor assigned by Party B shall be Party B's authorized representative and carry out the service works of this Contract. During the effective period of this Contract, if there is a need to change the

responsible site supervisor, Party B should propose the replacement candidate fifteen (15) days prior to the change, and proceed with the replacement after acquiring Party A's consent.

3.2.1.5 The specialties of the work personnel proposed by Party B shall meet the service requirements and be competently for the job. The personnel and number involved in service work and the schedule of being stationed on the site shall follow the established manpower allocation plan, which may not be changed without the consent of Party A. Party B shall also establish work record during the work period. If Party A deems a certain personnel assigned by Party B to the Project to be ill suitable, violates certain rules, or the number of personnel is insufficient, Party A is entitled to request replacement or increase in personnel, which Party B shall accommodate accordingly.

3.2.1.6 Drafting supervision plan: Party B shall draft a supervision plan according to the requirements of "Outlines for the Supervision and Quality Plan" issued by PCC (including supervision and certification execution plan, work schedule control and review timetable for all kinds of documents and drawings). In order to verify the work quality and safety of the construction, Party B shall also set out a inspection hold points (including sanitation safety matters) for structure safety, concealed works, other major construction operations (including supporting works), and the inspection of materials and equipments.

3.2.1.7 The supervision and certification execution plan referred to in the preceding section shall contain inspection hold points (including sanitation safety matters) and relevant work items.

3.2.1.8 With respect to work schedule control referred to in the preceding section, if the work completion date under the construction contract is changed following review or policy adjustment, Party B shall complete the revision of work schedule and submit the revised schedule to Party A for review within the time period prescribed by Party A.

3.2.2 Resident site supervision personnel shall provide the following services with respect to supervising the performance quality of contractors:

3.2.2.1 The working hours of the resident site personnel shall accommodate the construction hours of the contractors, and at least one personnel shall be at the site over the weekend or the holiday promulgated by the government to take care of the matters that the supervision shall attend to. Party B shall carry out the supervision work in coordination with Party A and the contractors.

3.2.2.2 Conducting overall examination of work items included in the

construction contract, including contractor's performance in conducting self-inspection and sanitation safety matters inspection, and on such basis, filling out the work quality inspection record, and demanding the contractor to take remedial actions within a given time period upon the discovery of deficiencies.

3.2.2.3 Closely examining the content, specifications and effective date of the ex-factory certificate, examination documents, and test reports submitted by the contractors according to the supervision plan, and engaging in the spot check on the site, and based on the result of spot check, filling out a quality check record, demanding the contractor to take remedial actions within a given time period upon the discovery of deficiencies, and informing Party A of material deficiencies found to facilitate follow-up and control by Party A.

3.2.3 Party B shall establish a supervision office on the construction site or in its vicinity (related expenses are included in the contract price and will not be paid additionally), and establish relevant forms and documents for the supervision works according to Party A's requirements. Party B should actively and readily review design-related questions arising during the construction, and after clarifying the matter with Party A, proceed accordingly.

3.2.4 Party B shall follow the requirements of "Regulations Governing Supervision Service Operation for Prevention and Mitigation of Disasters of Construction Sites During the Flood Period for Public Works of the Construction and Planning Agency of the Ministry of the Interior" and the instructions of Party A.

3.2.5 When the Project involves the design change, Party B shall make suggestions, conduct evaluation and review in compliance with the established procedure of Party A, and carry out relevant operations.

3.2.6 Within ten (10) days after the final acceptance of the Project, Party B shall prepare a list of documents and drawings provided by Party A and return those documents and drawings to Party A.

3.2.7 Within ten days after the final acceptance of the Project, Party B shall provide Party A with important documents produced during the construction period (including photos taken in each stage of the construction).

3.3 Technical services to be provided by Party B:

3.3.1 Reviewing the master construction plan provided by contractor, including the construction equipment, construction procedure, construction methods, labor manpower, expected schedule, construction phase network chart, sanitation safety matters, environmental protection and traffic maintenance, and supervising their execution, providing improvement

opinion relevant to construction work to make sure the construction works meet the design drawings and specifications.

- 3.3.2 Reviewing the master quality plan of the contractor, including management responsibility, construction key points, quality management standards, material and work inspection procedure, self-check sheet, control of nonconforming products, corrective and preventive actions, internal quality audit and document record management systems. If the construction involves mechanical and/or electrical equipment, there shall be functional test procedures and standards for various equipment, and Party B shall supervise the execution of those procedures.
- 3.3.3 Reviewing the contractor's detailed shop drawings and construction plan for divided items (including the divided item's quality plans).
- 3.3.4 Within ten days after all construction works are contracted and signed (or upon Party A's notice of the commencement of work), Party B shall ask each contractor to complete the integration of the construction working drawings within thirty (30) working days (including construction work drawings, building permit approval drawings, public facility approval drawings, contract drawings, construction drawings below the first floor of the building, and layout drawings etc). For other construction work, Party B shall provide the integration of the construction working drawings according to the Project schedule.
- 3.3.5 Supervising the contractors to apply for required permits and carry out related documentation operations (e.g., permit to use roads and sidewalks, extension of work period, work examination, and utility connections) in accordance with construction related laws and regulations, controlling special notations in the building permit, and other matters that fall under the responsibility of supervisor according to construction related laws and regulations.
- 3.3.6 Examining and certifying contractor's work commencement report, work stoppage, work resumption, work completion and extension of work period.
- 3.3.7 Responsible for the operations when government agencies at each level conduct work inspection, work audit, work supervision, spot check of work quality, visit, construction observation, and preparing related briefing materials.
- 3.3.8 Diligently supervising and examining contractors to ensure compliance with the handling of surplus earth and stone in public construction project, such as certifying the surplus earth certificate, approving the surplus earth handling plan, supervising contractor's inspection of the surplus earth, and

examining payment estimates of contractor, and responsible for supervising the actual delivery of surplus earth to storage site.

- 3.3.9 Holding at least once a week of work progress and quality review meeting. Conducting examination of work progress and quality, issuing certificates and making suggestions for improvement. Providing suggestion plan to expedite the work when the work is 5% behind schedule, and making suggestions for contractor's execution of the contract when the work is 10% behind schedule
- 3.3.10 Checking and approving the construction-related measurements, building layout conducted by the contractor's, and other construction surveys.
- 3.3.11 Supervising the contractor in recording the concealed works and special structures in the construction process (including photos and images).
- 3.3.12 Supervising the contractor to comply with relevant laws such as the Labor Standards Act, Occupational Safety and Health Act, and Environmental Protection Act, and auditing the sanitation safety matters, environmental protection and traffic maintenance work at worksite and holding review meetings periodically.
- 3.3.13 Assisting in handling matters such as construction dispute, argument, damage claim, arbitration, and lawsuit and being present in related discussions and proceedings.
- 3.3.14 Handling the management and maintenance of worksite affairs, and worksite related joint inspection and investigation. Actively coordinating and handling in a timely manners matters relating to disaster prevention, disaster rescue or relocation of cables and pipelines.
- 3.3.15 Reviewing the construction supervision record sheets and daily work log of the contractors, and providing daily supervision report, regular reports, and monthly supervision report (including the work progress, number of workers and work hours, statistics of supervision results, analysis of irregularities and response measures) in a number of copies as required by Party A.
- 3.3.16 When the superior agency conducts tour or inspection, Party B's architect or engineer shall be present to make explanations.
- 3.3.17 Carrying out total inspection of work items provided in the construction contract.
- 3.3.18 Periodically holding the project coordination meeting to deal with the coordination and integration of contract execution interface and coordinate cooperation required of each contractor, and handle the interface

coordination operation with other contractors. Providing Party A with information on quality, progress, work interface integration and other alarm information.

- 3.3.19 Review and suggestion of the feasibility of design and construction.
- 3.3.20 According to the requirements of the construction, Party B shall provide the suggestion or review of alternative plans.
- 3.3.21 Revising budget estimate relevant to design change according to the rules and format designated by Party A and submitting the same to Party A for approval (revision of budget estimate is limited to once and must be completed 30 days before the agreed work completion date; points will be deducted for any delay thereof).
- 3.3.22 In case of early termination of construction contract, handling the early-termination settlement and production of budget estimate for subsequent contracting. If the responsibility for early-termination settlement is not attributable to Part B, increase in expenses resulting from the additional production of documents and drawings will be paid by Party A as incurred.
- 3.3.23 Establishing a construction material inspection mechanism and diligently executing it upon obtaining Party A's approval; supervising the contractor to inspect construction materials.
- 3.3.24 Conducting examination and spot (inspection) check of construction materials, equipment and samples, review of the qualifications of important subcontractors and equipment manufacturers, inspecting onsite materials, and recording and controlling its entry/exit of work site.
- 3.3.25 Reviewing the content, specifications and effective date of the ex-factory certificate, examination documents, and test reports on materials and equipment submitted by the contractors to see if they match the construction contract and supervision plan, preparing material/equipment quality check records and creating related files.
- 3.3.26 When a contractor questions the quantity of construction material and provides a calculation sheet, Party B shall closely review it and confirm the amount of increase/decrease. Party B shall complete the review of quantity calculations provided by contractors before one-half of the construction period elapses, and provide Party A with the calculation results
- 3.3.27 Reviewing the progress of contract performance by contractors and payment estimates, certifying and verifying the payment request according to Party A's rules, and making written records.

- 3.3.28 Supervising the contractors to carry out equipment test run and system trial run after construction is completed, and complete the written record.
- 3.3.29 Pushing the contractors to apply to the relevant organizations for inspection of mechanical, electrical, and fire prevention equipment of the Project and certification of work completion.
- 3.3.30 Reviewing the completion report and documents provided by the contractors, conducting onsite check to verify the facts of completion, and meeting with Party A and contractors to sign the work completion document, and providing Party A with one (1) copy of sealed Contractor Work Completion Report, nine (9) copies of sealed Work Period Statistics, and six (6) copies of sealed Completion Report.
- 3.3.31 Reviewing the final completion report submitted by the contractor (including the work completion drawings, detailed settlement sheet, and other information required according to the construction contract; the documents and number of copies submitted shall conform to Party A's requirements) according to the format and manner required by Party A, and submitting the same to Party A for approval in seven (7) days after the completion of construction work, and assisting in the preliminary and final acceptance matters.
- 3.3.32 Before the acceptance of completed work, pushing the contractor to produce the management and maintenance plan for the Project, equipment/facility operation and maintenance manuals (see the Agency's Professional Project Procurement Manual 6820), and providing supervision reports including inspection and test records produced in the process of constructions, and handing over the aforementioned reports and records to the take-over unit.
- 3.3.33 Assisting in the acquisition of Green Building Mark.
- 3.3.34 Assisting in handling the acquisition of the building occupancy permit and the permits required for other uses.
- 3.3.35 Establishing document file system and providing supervision report and construction report, ten copies each, together with electronic files in a Party-A designated format to Party A within ninety (90) days following the completion of all divided tenders or the completion of the entire project.
- 3.3.36 During the warranty period, assembling contractors in coordination with the Sponsor to conduct joint inspection for warranty purpose so as to clarify the attributes of responsibility and urge the responsible contractor to take remedial action within a given time period.

3.3.37 Other matters and technical services that the supervisor shall handle according to the construction laws and regulations, the Guidelines for the Management of Public Construction Work Quality, and Party A's instructions relating to the operation, management and supervision of the Project.

#### **Article 4 Terms of Contract Performance**

- 4.1 Party B shall, in thirty (30) calendar days after the contract award date, provide a service proposal and a work schedule according to the "Planning and Design Work Operation Description", and in ninety (90) calendar days after the contract award date, propose the planning and design plan. Party B shall revise all planning operations according to Party A's opinions in thirty (30) calendar days after the design plan for the Project is chosen, and thereafter, provide ten (10) copies of planning and design report to Party A for approval. Any delay thereof will be subject to the provisions in Article 20 herein.
- 4.2 After the planning and design report has been accepted by Party A, Party B shall, within two hundred and ten (210) calendar days, complete the design drawings, construction budget and work specifications and deliver the same to Party A for review and approval. If Party A deems that a revision of the drawings, budget or specifications is necessary, Party B shall make revisions within a time period prescribe by Party A and deliver the same to Party A for second review. Any delay thereof will be subject to the provisions in Article 20 herein. If Party A request change of design, the completion time may be extended as agreed by the parties.
- 4.3 In the application of building permit (including the approval of green building candidate certificate, construction line designation, urban design review, environmental impact assessment, soil conservation plan, traffic impact evaluation, demolition permit, miscellaneous construction permits, and building permit application review), Party B shall proceed after Party A has examined that basic requirements have been met. Party B shall also make application to the public agencies, including but not limited to power, telecommunication, water, environmental protection, gas and fire prevention. Party B shall diligently exercise its supervising duties to complete as soon as possible. Such works may be extended only when Party A believes that it is due to the reason not attributable to Party B (e.g., amendment of the laws or other reasons). Or otherwise, if it causes delay of the Project, Party A may take action according to Article 20 herein.
- 4.4 Party B's responsibility relating to the supervision services shall begin from the date of Party A's written notice to the effect and last on the date the entire Project completes the final acceptance.

## **Article 5 Service Fees**

- 5.1 Party B is retained by Party A to undertake the Project and prepares the budget estimate based on the construction cost approved by Party A.
- 5.2 According to the “Payment Method for Government Organization Retaining the Technical Service Company” (Revised on December 11<sup>th</sup>, Document No. 09100529370) promulgated by PCC, the service fees of Party B shall be determined at a percentage of construction budget and paid at a rate of 9% of the total construction cost of this project (4.95% for design fees and 4.05% for supervision services).
- 5.3 Expenses relating to the service scope and items of Party B as provided in Article 3 herein shall be covered in the service fees, where no additional payment will be made, unless it is otherwise specified.

The expenses incurred for the services of soil investigation, traffic impact evaluation, soil conservation plan and environmental impact assessment as provided in Article 3 hereof will be negotiated separately. If no negotiation can be reached, Party A shall retain other professional companies to conduct the works. Party B shall provide coordination and assistance for different contractors. The expense shall be included in the service fees and will not be paid additionally.

- 5.4 The construction cost specified in section 5.2 hereof refers to the settled amount at the time of Project completion, excluding regulation fees, planning fees, design fees, supervision fees, project management fees, value-added tax, land and rights costs, legal fees, construction management fees for Party A, and interest and insurance premiums incurred by contractors for the Project, price index adjustment, and other excluded expenses as provided in the tender documents. In case Party A supplies materials to the contractor, the construction cost shall include the costs of such materials.
- 5.5 If the final award construction price is below 80% of the price ceiling set for the Project, the construction cost shall be 80% of the price ceiling, excluding expenses and taxes mentioned in the preceding section. The preceding provision shall apply if the actual settled construction cost is adjusted lower for reason not attributable to the fault of Party B.

## **Article 6 Payment of Service Fees**

- 6.1 Payment of design service fees
- 6.1.1 1<sup>st</sup> payment: Cumulatively 14% of the design service fees calculated based on Party A-approved construction estimate will be paid after Party B

has delivered the completed planning and design report to Party A, which in turn has been approved by the Sponsor.

- 6.1.2 2<sup>nd</sup> payment: Cumulatively 45% of the design service fees calculated based on Party A-approved budget estimate will be paid after Party B has completed the design drawings and construction budget estimate which are approved by Party A, and has obtained green building candidate certificate and building permit; design service fees already paid in the previous payments shall be deducted from the payment.
- 6.1.3 3<sup>rd</sup> payment: Cumulatively 55% of the design service fees calculated based on Party A-approved budget estimate will be paid after Party B has delivered the completed construction drawings and construction budget estimate for review by Party A, and obtained build permit, and has completed the review by the following agencies, including but not limited to power, telecommunication, water, environmental protection, gas and fire prevention; design service fees already paid in the previous payments shall be deducted from the payment.
- 6.1.4 4<sup>th</sup> payment: Cumulatively 70% of the design service fees calculated based on the sum of construction contract prices and costs of materials will be paid after Party A has completed the award of construction contracts, and Party B has delivered the planning and design plan execution results, including but not limited to building permit and approved drawings for power, telecommunication, water, environmental protection, gas and fire prevention; design service fees already paid in the previous payments shall be deducted from the payment.
- 6.1.5 5<sup>th</sup> payment: Cumulatively 85% of the design service fees will be paid when the amount of contractor payment estimate exceeds one half of the award amount; design service fees already paid in the previous payments shall be deducted from the payment.
- 6.1.6 After final settlement is carried out upon the completion of the Project (except for plantation and wastewater works), the balance of design service fees will be paid based on the settled amount. If final settlement finds that Party B has received excess payment, Party B shall return the excess portion to Party A within a given time period.
- 6.1.7 After the payment estimate is calculated for completed plantation and wastewater works, the balance of design service fees will be paid off based on the amount on the closeout payment estimate. If it is found that Party B has received excess payment, Party B shall return the excess portion to Party A within a given time period.
- 6.1.8 In the case of final settlement upon the completion of the Project, where

the contractor has objection (dispute) over the result of final settlement, the balance of design service fees for non-objected (undisputed) portions will be paid. Service fees associated with objected (disputed) works will be calculated after the objection (dispute) is settled.

6.1.9 The award amount in 6.1.4 and 6.1.5, the final settlement amount in 6.1.6 and 6.1.8 as well as the amount of closeout payment estimate in 6.1.7 shall be treated according to section 5.5 herein.

## 6.2 Payment of supervision service fees

6.2.1 Party B may request supervision service fees payment from Party A for the portion of service completed according to the following work schedule of the Project: (supervision service fees paid in the previous payments shall be deducted from this payment)

6.2.1.1 1<sup>st</sup> payment: Cumulatively 5% of the supervision service fees will be paid after the supervision plan for the first divided tender of the Project has been approved by Party A and the personnel mentioned in manpower allocation plan and the supervision organization has entered the construction site to engage in supervision work.

6.2.1.2 2<sup>nd</sup> payment: Cumulatively 20% of the supervision service fees will be paid after the total progress of the Project (including change of design) by payment estimate reaches 20% and the personnel mentioned in manpower allocation plan and the supervision organization has entered the construction site to engage in supervision work as approved by Party A.

6.2.1.3 3<sup>rd</sup> payment: Cumulatively 40% of the supervision service fees will be paid after the total progress of the Project (including change of design) by payment estimate reaches 40% and the personnel mentioned in manpower allocation plan and the supervision organization has entered the construction site to engage in supervision work as approved by Party A.

6.2.1.4 4<sup>th</sup> payment: Cumulatively 60% of the supervision service fees will be paid after the total progress of the Project (including change of design) by payment estimate reaches 60% and the personnel mentioned in manpower allocation plan and the supervision organization has entered the construction site to engage in supervision work as approved by Party A.

6.2.1.5 5<sup>th</sup> payment: Cumulatively 80% of the supervision service fees will be paid after the total progress of the Project (including change of design) by payment estimate reaches 80% and the personnel mentioned in manpower allocation plan and the supervision organization has

entered the construction site to engage in supervision work as approved by Party A.

6.2.1.6 6<sup>th</sup> payment: Cumulatively 90% of the supervision service fees will be paid after all divided tender projects have been completed and the personnel mentioned in manpower allocation plan and the supervision organization has entered the construction site to engage in supervision work as approved by Party A.

6.2.1.7 7<sup>th</sup> payment: After Party B has performed final acceptance for each divided tender projects (except for plantation and wastewater treatment system), completed the handover formalities and deliver the completed project to the take-over unit, and completed the supervision acceptance formalities and delivered the supervision report and construction report to Party A for approval, the balance of supervision service fees for respective divided tender projects will be paid.

6.2.1.8 After the payment estimate is calculated for completed plantation and wastewater works, the balance of supervision service fees will be paid off based on the amount on the closeout payment estimate. If it is found that Party B has received excess payment, Party B shall return the excess portion to Party A within a given time period.

## 6.2.2 Adjustment of supervision service fees

6.2.2.1 In case of design change caused by the construction contract, the payment of supervision service fees will be determined according to Article 5 herein.

6.2.1.2 If design change becomes necessary due to misdirection in the supervision service of Party B, the supervision service fees for the changed portion will not be paid and Party B shall pay damages sustained by Party A due to design change.

6.2.3 For each payment, Party B shall make payment request to Party A by issuing a uniform business invoice or a receipt for the amount due. Party B may not assign or transfer the entitlement to payment to others, and may not hypothecate such entitlement unless it is otherwise agreed.

6.2.4 If the payment is postponed due to budget retention or budget make-up during change of fiscal year, Party B shall not make objection or request compensation or termination of contract.

6.2.5 Unless it is otherwise provided, Party B shall affix the same seal or signature on its payment request as the one used on the Contract documents.

6.2.6 If Party B has any of the following situation in the performance of

Contract, Party A may hold payments to Party B until the situation is remedied:

6.2.6.1 The actual progress of the Project is 5% or more behind the established schedule and Party B could not show that the delay is not attributable to the fault of Party B as agreed by Party A.

6.2.6.2 The supervision service provided by Party B is defective and Party B fails to improve the situation within a given time period following a written notice of the same.

6.2.6.3 Party B fails to perform the Contract as agreed and fails to remedy the situation as notified.

6.2.6.4 Party B personnel is incompetent and Party B fails to make replacement as notified.

6.2.6.5 Party B has other breach of contract conducts and fails to remedy the situation within a given time period as notified in writing by Party A.

6.2.7 Party B shall return all excess service fee payment in one lump sum within a given time period as notified by Party A.

6.2.8 Where Party B has the dishonest conduct in the performance of contract, does not fully execute the contract, does not meet the provisions of the contract, obtains extra payment or reduces at own discretion items of contract performance, Party A has the discretion to deduct from the payment due to Party B; if the payment due is not sufficient to cover the deduction, Party A may notify Party B to pay the shortfall.

6.3 Taxes: Party B shall pay taxes on income received from providing the services specified in the Contract according to related tax law of the Republic of China. Party A can also withhold tax and make tax payment on behalf of Party B as provided by law.

6.4 Party B shall issue a uniform business invoice or a receipt for each payment of service fees and attach relevant documents when making a payment request from Party A.

6.5 Party B is deemed forfeiting the money if it fails to claim its payment balance in two years starting from the next day following the date of final settlement.

## **Article 7 Certification**

7.1 The personnel of Party B that actually provides the design and supervision services for the Project shall sign on the completed drawings and documents. For services that require certification, Party B and the professional engineer it retains shall certify according to relevant regulations.

7.2 The drawings and documents mentioned in the preceding section include the

construction estimate, design drawings, specifications, supplemental construction specifications and other documents and charts that should be provided according to the Contract.

7.3 Party B is the legal supervisor of the Project and shall assign professional engineers to perform its work as required by law, and have professional engineers to certify according to the Regulations Governing Certification by Building Structure & Equipment Related Professional Engineers or relevant building laws and regulations.

7.4 If for some reasons that Party B needs to change its professional engineer, Party B shall submit the name of replacement candidate to Party A at least fifteen (15) days before the change and make replacement after reporting to Party A for reference. Party B shall be responsible for the procedure involved in replacing professional engineers of the Project.

## **Article 8 Contract Performance Management**

### **8.1 Contract assignment and subcontracting:**

8.1.1 Party B shall not assign the Contract to others according to Article 65 of the Government Procurement Act.

8.1.2 If Party B violates the restriction of contract assignment, Party A may rescind or terminate the Contract and may request compensation for damages.

8.1.3 Subcontractor and Party B shall be jointly responsible for the performance of the Contract and be held jointly liable; the preceding provision applies to subcontractors of Party B's subcontractors.

8.1.4 Party A shall review the works and subcontractors Party B plans to subcontract.

8.1.5 The following vendors shall not be a subcontractor of the Project.

8.1.5.1 A vendor not equipped with ability to perform the subcontracted work.

8.1.5.2 A vendor not registered or established according to law.

8.1.5.3 A vendor that is barred from being a subcontractor according to Article 103 of the Government Procurement Act.

8.1.6 Party B shall be fully responsible for the contract execution of its subcontractors, even if the subcontracting agreements have been provided to Party A for reference.

8.1.7 Subcontractors shall not assign their subcontracting agreements to others. Party B shall change subcontractors who violate the preceding provision.

- 8.2 Where the content of the Contract must be kept confidential, Party B may not disclose the content of the Contract to any third party irrelevant to the contract execution without Party A's approval. Party B shall keep confidential all secrets or any undisclosed document, drawing, news, objects or other information of Party A that Party B learns during the contract execution period without disclosing them to third parties.
- 8.3 If Party A assigns other work relevant to services under the Contract to another contractor, Party B is obligated to coordinate and accommodate the work of the other contractor so that such work can proceed smoothly. Party B shall be held liable for damages as a result of its failure to coordinate works with other contractors that leads to error, delay of contract execution or accidents to the extent attributable to Party B. In such an event, the damaged party shall notify Party A in writing as soon as possible after the occurrence of an accident and Party A will invite both parties to negotiate for settlement. If no settlement can be reached after mediation, the parties involved shall solve the issue according to civil procedure.
- 8.4 The fact that Party A or Party B does not request the other party to perform according to the Contract shall not be deemed or constitute the party forfeiting its right to request the other party to perform according to the Contract.
- 8.5 In the performance of the Contract, Party B and its subcontractors shall not have the following situations:
- 8.5.1 Employing people with does not have work right;
  - 8.5.2 Supplying contract services or objects of unlawful source;
  - 8.5.3 Using unlawful instrument;
  - 8.5.4 Providing false proof or certificate; or
  - 8.5.5 Engaging in other unlawful or improper act.
- 8.6 If Party A can foresee defects of contract execution or other incidents of contract violation in the performance of contract by Party B, Party A may inform Party B to take remedial actions within a given time period.
- 8.7 If Party B does not take remedial action or perform the Contract within the given time period as provided in the preceding section, Party A may adopt the following measures:
- 8.7.1 Using a third party to improve or continue the work, and Party B assumes the risk and expenses thereof.
  - 8.7.2 Terminating or revoking the Contract and demanding compensation for damages.
  - 8.7.3 Notifying Party B to suspend the execution of the Contract.

## **Article 9 Quality Management**

### **9.1 Design service**

**9.1.1** Operation Description: Party B shall provide drawings and construction budget estimate in accordance with the “Planning and Design Work Operation Description” set out by Party A, and deliver a work schedule for verification by Party A. The “Planning and Design Work Operation Description” shall constitute a part of the Contract. If Party B fails to finish the works in each stage according to the work schedule acknowledged by Party A, Party B is deemed delayed in the performance of the Contract and Party A may take actions according to Article 20 herein.

### **9.1.2 Design rules and material specification**

**9.1.2.1** The material, equipment or construction standards specified by Party B shall be drawn up by their functions or benefits, and follow the Chinese National Standard (CNS) if available, or international standards.

**9.1.2.2** Pursuant to Article 26 of the Government Procurement Act, Party B may not use specific rules, specification or construction method in the planning and design for the Project. If Party B’s conduct leads to the possibility of or results in benefiting specific parties, Party B shall be held fully responsible for damages and expenses incurred by Party A thereof. If Party B designates a certain brand or specification which leads to bid rigging, Party A may take actions according to Articles 101-103 of the Government Procurement Act.

**9.1.2.3** The content of the tender documents prepared by Party B may not contain situation that creates undue barrier to competition. When the tender document requests or mentions specific trademark or product name, patent, design, or model, specific origin, producer or supplier, it shall contain wording to the effect of “or equivalent”, and state the reason and provide the relevant investigative information when submitting the contract execution documents for Party A’s approval before it can engage in such practice.

### **9.2 Supervision services**

**9.2.1** In the performance of the Contract, Party B shall strictly control the quality of services provided according to the relevant provisions of the Contract and engage in full audit.

**9.2.2** If Party A discovers during contract performance that Party B’s service quality does not meet the contractual requirements, Party A may inform

Party B to improve or take remedial action within a given time period.

9.2.3 If Party A requires staged review or examination during the period of contract performance, Party B shall ask Party A to conduct review or examination according to the established stages. If the supervision personnel of Party A discovers that Party B fails to ask Party A to conduct review and examination according the established stages, but giving consent to contractor arbitrarily to continue the work of the next stage, Party A may demand Party B to supervise the contractor to redo the work that is not reviewed or examined but performed at own discretion at the cost of Party B.

9.2.4 When the review, examination, testing or inspection results do not meet the contractual requirement, Party A may reject and Party B shall supervise the contractor to improve or take remedial action free of charge.

9.2.5 Party B shall not be relieved of its duties that should be executed or assumed according to the Contract as a result of Party A's engagement in review, examination, testing, or inspection.

9.2.6 Party B shall complete the operation in seven (7) days with respect to data submitted by the contractors for review. Review opinion given shall be limited to three times. In case Party B's evaluation or suggestion is requested, Party B shall provide relevant information in ten (10) days.

9.2.7 Party B shall impose punitive damages on the quality defects of Party B's work according to the findings of construction work surveillance units established pursuant to Article 70 of the Government Procurement Act as follows:

9.2.7.1 The amount of punitive damages shall be calculated based on deducted points for quality defect found by the construction work surveillance unit. NT\$500 of fine will be meted out for each point.

9.2.7.2 Party A shall deduct punitive damages for quality defect from payment due to Party B, and notify Party B to pay the shortfall, if any.

9.2.7.3 Punitive damages for quality defect shall be limited to twenty percent (20%) of the total service fees.

## **Article 10    Design Change**

10.1 During the construction period of the Project, if Party A deems it necessary to change the design, Party B shall complete the design change within a time period as notified by Party A, or else be subject to Article 20 herein (including change of building permit, and resubmission of documents to power, telecommunication, water, environmental protection, gas and fire prevention

agencies). Except as provided in section 2 of this Article, the design service and supervision service fees after design change shall be handled according to Articles 5 & 6 herein.

10.2 If the location, content and scale of the original planning and design are deemed by Party A to have a major change, or if change of design is necessary due to major regulatory amendment, Party B may request a recalculation of the design service fees and Party A shall make payment according to the following principles. The design service fees after design change shall be handled according to Articles 5 & 6 herein.

10.2.1 After Party B has completed the planning and design plan and the plan is finalized by Party A, Party A will pay up to 10% design fees based on the construction budget estimate originally approved by Party A.

10.2.2 After Party B has completed the design drawings and construction budget estimate and confirmed by Party A, and obtained the green building candidate certificate and building permit, Party A will pay up to 40% design fees based on the construction budget estimate originally approved by Party A.

10.2.3 After Party B has acquired building permit and completed the review operations as provided in section 4.3 herein, including but not limited to power, telecommunication, water, environmental protection, gas and fire prevention, Party A will pay up to 50% design fees based on the construction budget estimate originally approved by Party A.

10.2.4 If Party A has completed the award of construction contract, but does not commence the construction work, or suspends the partially commenced work, or changes the project due to major regulatory amendment, or must scale down the number of floors or buildings during the construction, Party A will pay up to 65% design fees based on the amount of awarded construction contract originally approved by Party A.

10.2.5 When the construction budget estimated based on the new design plan and the construction budget estimated based on the original design plan differ by 50% or more, Party B may request the termination of the Contract, and upon which, Party A shall pay Party B design service fees according to the provisions of Article 12 herein. However if Party B has received excess payment, Party B shall return the excess portion to Party A within a given time period.

## **Article 11      Modification and Assignment of Contract**

### **11.1 Modification of Contract**

11.1.1 If deemed necessary, Party A may notify Party B of a modification of the Contract (including adding new work items) within the scope as agreed in the Contract. Unless it is otherwise provided, Party B shall, upon receiving such notice, submit to Party A documents relating to changes to the services, fees, term of contract performance, payment schedule, or any other contract provisions.

11.1.2 Party B shall in no event modify the Contract before Party A's approval of the documents relating to the changes submitted. Unless it is otherwise requested by Party A, Party B shall not delay in fulfilling its responsibility of contract performance due to the notice as specified in section 11.1.1 hereof.

11.1.3 In case Party A has requested Party B to commence work or make supply prior to accepting the proposed changes to the Contract, but subsequently fails to modify the Contract according to the terms specified the original notice of change or only modifies the Contract partially, Party A shall compensate Party B for necessary expenses thus incurred by Party B.

11.1.4 Any modification to the Contract shall be null and void unless an agreement has been reached between the Party A and Party B in the form of a written record signed or sealed by both parties.

11.1.5 If the originally agreed work period needs to be extended as a result of work change, a force majeure event, or a situation not attributable to Party B, the parties hereto will agree on the period of extension.

11.1.6 Revision or addendum to the clauses of the Contract as agreed by the parties hereto to cover matters not specified herein or clarify clauses of the Contract shall be construed as a part of the Contract.

## 11.2 Assignment of Contract

Party B shall under no circumstances the Contract in part or in whole to another party. Exceptions are for situations where an assignment is required, such as in the case of merger, performance of joint guarantee by a bank or an insurer, exercise of claim arising from a pledge by a bank, or other similar circumstances, and the assignment has the written consent of Party A.

## **Article 12 Contract Termination and Suspension**

12.1 Where the continual performance of the Contract by Party B no longer meets public interest due to a policy change, or where the budget of the Project in subsequent years fails to be approved by the Legislative Yuan or part of the budget is reduced by the Legislative Yuan that renders the continuing

execution of the Project impossible, Party A will compensate Party B for losses incurred thereof in accordance with Article 64 of the Government Procurement Act.

12.2 Where the construction budget for the Project fails to be approved that subsequent contracting is made impossible, or Party A or its succeeding agency is unable to contract out the Project due to organizational change, the Contract may be terminated.

12.3 If Party B has any of the following situations, Party A may terminate or rescind the Contract in writing at any time and calculate the service fees according to the work items recognized by Party A, and retain other service providers to perform all or unfinished part of the Contract, or undertake the work by itself. Party B shall be responsible for damages incurred by Party A thereof, and Party A will forward Party B to construction authorities for disciplinary actions.

12.3.1 Having a situation provided in the front section of second paragraph, Article 50 of the Government Procurement Act.

12.3.2 Having a situation specified in Article 59 of the Government Procurement Act that allows termination or rescission of contract.

12.3.3 Violating the restriction of contract assignment or reassignment.

12.3.4 Party B or its personnel has committed any of the offenses prescribed in Articles 87 to 92 of the Government Procurement Act and has been convicted by a judicial court.

12.3.5 The schedule of contract performance has been significantly delayed due to reasons attributable to the fault of Party B.

12.3.6 It is proven that Party B has forged or altered documents relating to the Contract or contract performance.

12.3.7 Party B has failed to perform the Contract without any justification.

12.3.8 Party B cannot continue to perform the Contract due to bankruptcy or another material event.

12.3.9 Party B fails to perform the Contract as required or is tardy in contract performance, and fails to take remedial action or provide reasonable explanation after being notified by Party A.

12.3.10 Party B's design does not meet the needs of Party A and is hence unusable, and Party B stalls in making revision after being notified by Party A.

12.3.11 The content of the planning and design plan violates the relevant construction laws and regulations, or regulations governing public utilities such as power supply, water supply, natural gas supply, sewage,

telecommunication and fire prevention, and the violation is of serious nature.

12.3.12 Party B fails to make design change during the construction period as requested by Party A that forces the contractor to stop its work, thereby affecting the progression of the work.

12.3.13 Party B violates the Contract or experiences some serious mishap that it is unable to fulfill its contractual responsibility.

12.3.14 Party B transfers the planning and design of the Project to other architects.

12.3.15 Party B's design has obvious omission that results of major design change in the planning and design handled by Party B, which causes major design change and brings correction instruction from the audit unit or the superior entity.

12.3.16 Party B violates the clauses of the Contract and fails to take remedial action within a given time period as required by Party A or total fines meted out against Party B have reached 10% of the total service fees.

12.3.17 Other material breach of contract deemed attributable to the fault of Party B by Party A.

12.4 Once the Contract is terminated or rescinded, Party B shall cease the work and transfer the operation content already completed and drawings and documents to Party A. Regardless whether Party A undertakes or retains another architect to carry on the remaining work, the balance of service fees that should be paid to Party B after deducting the penalty will be settled after the entire operation is completed.

12.5 Contract suspension:

12.5.1 If, after the execution of the Contract, Party A deems it necessary to suspend the services of Party B, Party A may notify Party B in writing any at time to suspend the services in part or in whole. Upon receiving such notice, Party B shall promptly stop the operation and assist Party A in processing works affected by the suspension of the operation and transfer the work results in seven (7) days. In such event, Party A will pay Party B design service fees for works already completed by the following rules:

12.5.1.1 If Party B is unable to commence operation in six months after the execution of the Contract for reasons attributable to Party A, Party B may request to rescind the Contract and request compensation by submitting support documents.

12.5.1.2 If Party B has completed the design report according to the

work schedule, submitted the development cost summary, and passed Party A's review, Party B will deliver drawings for the completed part to Party A, and the parties will agree on paying Party B up to 14% of design service fees based on the completed work; the design service fees will be calculated based on the construction budget estimate approved by Party A.

12.5.1.3 If Party B has delivered the completed construction drawings and construction budget estimate and approved by Party A, and obtained the building permit, but Party A ceases the contracting operation, the produced documents and drawings shall belong to Party A, and Party A will pay Party B 45% of design service fees based on the budget estimate; design service fees already received shall be deducted from the payment.

12.5.1.4 If Party B has delivered the completed construction drawings and construction budget estimate and approved by Party A, and obtained building permit, and has completed the review by the following agencies, including but not limited to power, telecommunication, water, environmental protection, gas and fire prevention, but Party A cease the contracting operation, the produced documents and drawings shall belong to Party A, and Party A will pay Party B 55% of design service fees based on the budget estimate; design service fees already paid shall be deducted from the payment.

12.5.1.5 If Party B has delivered the completed construction drawings and construction budget estimate and approved by Party A, and Party A has completed the award of construction contract, but the construction has not commenced, the produced documents and drawings shall belong to Party A, and Party A will pay Party B 70% of design service fees based on the construction contract price; design service fees already paid shall be deducted from the payment.

12.5.1.6 If Party A intends to continue to retain the service of Party B in three years after the date of paying service fees as mentioned in the preceding five sections, Party B may accept it according to the terms of the original contract. The relevant design service fees shall be handled according to Article 5 of the Contract. However design service fees already paid shall be deducted from the payment.

12.5.1.7 If Party B has completed and delivered all construction design

drawings and the construction budget estimate and approved by Party A, and has obtained build permit and various permits, but Party A fails to contract out the work in more than two years, Party B may request the termination of the Contract.

12.5.2 If Party A desires to resume the work according to the original contract, Party B shall, in seven (7) days after receiving Party A's notice of work resumption, resume the work as instructed if it agrees to continue the provision of service.

12.5.3 If Party B is unable to conduct its supervision work in six months after Party A has signed construction contract with the contractor for reason attributable to Party A, Party B may request the rescission of Contract and demand compensation for expenses already incurred by presenting support documents, which however shall not include loss of profit. However if Party A consults with Party B in writing to agree to continue the contract performance, and the work resumes subsequently, Party B shall not request compensation on such basis.

**Article 13 Acceptance Check** (if the Project is developed in phases, acceptance check will be conducted according to the development plan for each phase)

13.1 The services/objects supplied or completed by Party B in contract performance shall meet the provisions of the Contract, and have generally acceptable professional and technological level without defect that would reduce or causes loss of value or that is unsuitable for normal or agreed use.

13.2 The planning and design plan will be reviewed in writing or by the calling of review meeting. Party A will conduct settlement after the Project is completed (a closeout payment estimate will be produced for plantation or wastewater works) and issue an acceptance certificate afterwards.

13.3 Supervision acceptance procedure:

13.3.1 Party B shall inform Party A in writing of the completed works and quantities in coordination with each divided tender contracts. After receiving the written and relevant data, Party A will conduct onsite investigation, and after confirming the completion of works, conduct acceptance check (including preliminary and second acceptance check), and produce acceptance record which will serve as the basis for service fees payment.

13.3.2 Party B shall complete all the works and services under the Contract in twenty (20) days after the final acceptance of the construction work, and request Party A to conduct acceptance check of this Contract. Party A will

issue an acceptance certificate after accepting the works of Party B.

#### **Article 14 Professional Liability Insurance**

- 14.1 Party B shall acquire professional liability insurance for architects and engineers (called “professional insurance” hereunder) at own cost. The total insured amount shall not be lower than the total service fees under the Contract, and the deductible for each occurrence shall not exceed 35% of the total service fees under the Contract.
- 14.2 The insurance coverage period shall begin from the date the Contract takes effect and last until the entire Project has completed the acceptance check and hand-over formalities.
- 14.3 The insurance premiums shall have been included in the service fees under the Contract; no extra fees will be paid by Party A.
- 14.4 The professional insurance policy taken out by Party B shall be approved by the Ministry of Finance, meets the provisions in this Article, and agreed to by Party A. The insurance policy shall contain a clause that says: “Any change or termination of the policy will not be effective without the written consent of the Construction and Planning Agency, Ministry of the Interior.”
- 14.5 After the Contract takes effect, Party B shall deliver one copy of the original insurance policy and a photocopy of the premium receipt to the Party A before making any payment request.

#### **Article 15 Force Majeure**

- 15.1 If either Party A or Party B is unable to perform the Contract as a result of natural disaster or a force majeure event, the affected party may extend the term of the Contract accordingly or be relieved of its contractual responsibility if it becomes unable to resume the contractual performance:
- 15.2 A force majeure event means a natural or man-made disaster that is out of the control of both parties and recognized as such by Party A, which includes:
  - 15.2.1 Landslide, earthquake, tsunami, volcano eruption, typhoon, torrential rain, foul weather or flood that causes accident and disaster, rendering the performance of work unlikely.
  - 15.2.2 The transportation between worksite and outside is disrupted due to a disaster.
  - 15.2.3 Major internationally incident or act of war.
  - 15.2.4 Major economic incident, insurgence, riot, or strike at home.
  - 15.2.5 Change of government policy sufficient to affect the critical path of the

Project.

15.2.6 Work stoppage, requisition, expropriation, destruction, or embargo by the order of government according to law or administrative power.

15.2.7 Nuclear radiation or radioactive contamination.

15.2.8 Other force majeure events as recognized by Party A.

15.3 When all or part of the personnel of Party B is temporarily unable to perform the duties and responsibilities under the Contract due to a force majeure event, Party B shall inform Party A of such force majeure event in ten (10) business days in writing. During such as period, neither party hereto is responsible for the delay in contract performance caused by the force majeure event. However after the cause of delay disappears, Party B shall immediately resume the work without making excuse for procrastination.

15.4 Where Party B fails to inform Party A in writing any force majeure event in ten (10) business days, it is construed that Party B forfeits its right entitled under this Article.

## **Article 16 Dispute and Litigation**

16.1 In case disputes arises during the period of contract performance, Party B should request explanation from Party A in writing. If Party B disagrees with the explanation given by Party A, the dispute may be handled by one of the following means:

16.1.1 Submit the matter to the Complaint Review Board for Government Procurement (CRBGP) for remediation pursuant to subparagraph 1, paragraph 1, Article 85-1 of the Government Procurement Act.

16.1.2 File a protest or complaint pursuant to Article 102 of the Government Procurement Act.

16.2 Where the dispute between the parties hereto cannot be resolved through mediation as provided in the preceding section, the parties may take legal action under the laws of the Republic of China. The parties hereto agree that the District Court at where Party A is located shall be the court of jurisdiction for the first trial in case of a lawsuit between the parties.

16.3 Unless Party A agrees otherwise, Party B shall continue the perform the part of services unrelated to or unaffected by the dispute in question.

16.4 If Party B suspends contract performance due to a dispute which was later declared and confirmed to be groundless after the dispute resolution procedure, Party B shall not request an extension of the term of Contract or relief of its contractual responsibility for the suspended services.

## **Article 17 Extension of Term of Contract**

17.1 If Party B has any of the following situations during contract performance, Party B may present the evidence and inform Party A in writing, and Party A, and after considering such situation, may extend the term of Contract and waive the imposition of liquid damages for delay.

17.1.1 A force majeure event.

17.1.2 Contract change or suspension of work as notified by Party A for reason not attributable to Party B.

17.1.3 Party A fails to provide Party B with required information, instrument, location, or make review, give consent or adopt measures according to the Contract.

17.1.4 Delay attributable to another party that has the contractual relationship with Party A.

17.1.5 Other matters not attributable to Party B.

17.2 When an incident as described in the preceding section occurs that the performance of the Contract must be stopped in part or in whole, Party B shall immediately resume the contract performance after the cause therefore disappears. In the case of suspending or resuming contract performance, Party B shall promptly report to Party B in writing.

17.3 If the term of the Contract is extended during the construction stage as a result of work period extension of another party having a contractual relationship with Party A, Party B may request service fees based on additional expenses actually incurred during the extended period (including salary of personnel specified in section 3.2.1.3 herein, rent of supervision office and utility bills).

17.4 Party A will not pay service fees for work stoppage period during the construction stage. Party B should assign necessary personnel to station at the worksite when no work is carried on in view of the condition. Notwithstanding the foregoing, if work stoppage exceeds one month (excluding legal holidays, festival holidays, national election dates and days off as announced by government agencies at different levels), Party A shall pay for expenses actually incurred from the salary of one (1) person, utility bills and rent of supervision office.

## **Article 18 Copyright and Intellectual Property Rights**

18.1 Party B (i.e., trustee) is the author of works completed according to the Contract. The copyright of such work shall be transferred to Sponsor the moment the work is completed. Party B also promises not to exercise related

moral right. Party B shall undertake that for works completed by its employees, Party B will sign an agreement with its employees according to the proviso in Article 11 of the Copyright Act that Party B is the author of such work and enjoys related moral right and property right.

18.2 Party B warrants that data and content of all reports submitted under the Contract do not infringe on any form of intellectual property rights owned by a third party. If Party A is involved in any lawsuit for alleged infringement on a third party's intellectual property rights due to the conduct of Party B, Party B shall, at its own cost, provide defense for Party A or itself in such lawsuit, and bear the indemnity expenses incurred by Party A due to a judgment of infringement rendered by a judicial court or settlement reached between Party B and said third party. If the Project was delayed due to such claim, Party B shall assume full responsibility and indemnify the Party A for all costs and damages sustained by Party A therefrom.

## **Article 19 Rights and Responsibilities**

19.1 Party B shall warrant that no third party will make any claim over the contract services/objects.

19.2 Where the performance of the Contract by Party B causes the lawsuit of a third party, Party B shall be responsible for handling the lawsuit and assuming all legal consequences thereof. Party B shall be responsible for compensating all losses incurred by Party A as a result of Party B's negligence.

19.3 Unless it is otherwise provided, if Party B uses patented products or patented method in contract performance, or if Party B's contract performance involves copyright, Party B shall handle patents and copyrights in compliance with relevant laws and regulations at its own cost.

19.4 Party A and Party B shall take necessary measures to protect the other party from third-party claim for damages in connection with the performance of the Contract. If a third party sustains damages due to the performance of the Contract, the party causing the damage shall be liable for damages thereof.

19.5 Party A shall not be held liable for bodily injury or death or property damage caused by Party B, its subcontractors and their employees in the performance of the Contract. Party B shall acquire necessary insurance to cover the risk of bodily injury or property damage.

19.6 Party B shall be held fully responsibility for the planning and design works (including Building Act, Architects Act, Professional Engineers Act, and other relevant laws and regulations including new construction techniques and new technologies brought in) under the Contract even if the works have been

reviewed and approved by Party A.

- 19.7 The responsibilities of Party B under the Contract shall not be reduced or waived on account of Party A's review, acceptance or approval of the services performed by Party B.
- 19.8 Party B shall carry out works provided in the Contract, accommodate Party A's operations to attend relevant meetings, and complete the works according to the instructions of Party A.
- 19.9 Party B shall assist in dealing with resident's protest, disaster rescue, or cable/pipeline relocation, and present relevant documents and assign personnel to station at the worksite.
- 19.10 Qualification statements for members of the supervision organization, backup personnel, and other major personnel shall be free of falsehood or untruthfulness.
- 19.11 Members of the supervision organization sent by the Party B shall complete the reporting procedure to Party A before the Project commences, and engage in supervision with the best construction practice and technical experience in line with the work progress and work quality according to contract drawings and construction rules and procedures of Party A within the scope of contractor's works approved by Party A.
- 19.12 Party A shall, within the scope of its authority, assist Party B in acquiring the basic information needed for executing the Contract in view of the actual situation.
- 19.13 Party B's personnel involved in the contract performance shall not engage in, directly or indirectly, business activities relevant to the Project.
- 19.14 Party B shall actively coordinate and supervise the contractors in executing the works under the Contract, and if necessary, seek Party A's assistance.
- 19.15 Unless with the written consent of Party A, Party B shall not provide to any person or organization any information acquired in the process of execution or during the operational process, and shall not disclose publicly its operational result or suggestions derived in the process. Party B shall also assure that its work personnel assume the same confidentiality obligation for the above-mentioned information. Party B shall be responsible for damages if the disclosure of such information without Party A's written consent results in adverse effect or losses of Party A.
- 19.16 Party B is obligated to keep confidential the design change plan and construction budget estimate and any changes thereto it has prepared, and shall assume legal responsibility in case of disclosure.
- 19.17 The personnel sent by Party B shall accept the instruction of engineers

assigned by Party A. If Party B's personnel is found incompetent, Party B shall make replacement promptly and ensure proper business handover after receiving Party A's notice of facts. Party A may suspend payment calculation before the aforementioned situation is completely remedied.

19.18 If inadequate supervision or poor management on the part of Party B causes damages to Party A or causes the failure of construction quality to meet the requirements or serious delay of the work progress, Party A may terminate the Contract and request compensation for damages.

19.19 If defect is found after the Project is completed, accepted and in use, and an investigation determines that Party B is at fault, Party A retains the right to take legal action against Party for damages.

19.20 If necessary, Party A may dispatch personnel to randomly examine (check) all materials delivered by the contractors to the worksite, upon which, Party B's personnel shall be present. Party B shall instruct contractor to remove nonconforming materials from the worksite, and bar contractors from moving conforming materials out of worksite before the construction is completed.

## **Article 20 Penalty**

### **20.1 Design services**

20.1.1 If Party B fails to complete the works in accordance with the schedule provided in Articles 3 and 4 herein due to special reasons, it shall request Party A's consent to an extension in writing with support documents attached. Otherwise, Party B shall be subject to penalty of liquidated damages amounting to 1‰ of total design service fees for each day of delay. Total amount of liquidated damages (including penalty for delay in making revision according to Party A's opinion) is capped at 20% of the total design service fees (excluding indemnities). Party A may deduct the penalty from the payment due to Party B, and ask Party B to make up the shortfall, if any. If the delay exceeds thirty (30) days, Party A may terminate or rescind the Contract according to Article 12 of the Contract.

20.1.2 If Party B fails to complete the works specified for each stage of the work schedule approved by Party A, the liquidated damages will be calculated by the following principles:

20.1.2.1 If the delay did not surpass the schedule for the stage, but surpassed the deadline set out in section 4.2, penalty will be assessed based on delay beyond the final deadline.

20.1.2.2 If the delay surpassed the schedule for the stage, but not the deadline set out in section 4.2, penalty imposed and collected for

surpassing the schedule for the stage will be returned if it is later determined that the delay did not surpass the deadline set out in section 4.2.

20.1.2.3 If the delay surpassed the schedule for the stage and the deadline set out in section 4.2, penalty imposed and collected for surpassing the schedule for the stage will be deducted from the penalty assessed for surpassing the deadline set out in section 4.2.

20.1.2.4 Where the deadline for a stage is related to the progression of other procurement contracts, penalty may be assessed for delay beyond the schedule for the stage without being subjected to the limitations in 20.1.2.2 and 20.1.2.3.

20.1.3 The construction drawings and construction budget estimate provided by Party B shall be drawn and listed in detail. If there is an obvious error or omission or neglect and the error in the calculation of quantity for a single item exceeds ten percent (10%), Party A may impose penalty amounting to twice the design service fees relating to the additional construction cost incurred in excess of the 10% portion or one time the design service fees relating to construction cost reduced thereof. Party A may deduct such penalty from the service fees due to Party B, and ask Party B to make up the shortfall, if any. If the contractor is unable to perform and the construction contract is rescinded and resigned, error in calculation of quantity for a single item shall be subjected to penalty assessed based on the unit price and quantity in the original contract.

## 20.2 Supervision services

20.2.1 Party B shall designate personnel according to the manpower plan provided in Article 3 herein to participate in the supervision service work. Any change to the manpower plan shall obtain the prior consent of Party A in writing. If Party B fails to execute personnel assignment according to the established plan and fails to remedy the situation in a given time period as notified by Party A, Party A may, starting from the next day following the specified deadline, impose a penalty amounting to 1‰ of the total supervision service fees for each day of delay.

20.2.2 Total penalty shall be capped at 20% of the total supervision service fees (excluding indemnities). Party A may seek recourse from Party B if Party B is short on the payment of penalty.

20.3 Where Party B has any of the following circumstances, Party A shall bar Party B from participating in its future tenders in three (3) years from the date the name of Party B is published on the Government Procurement Gazette:

- 20.3.1 Party B allows any others to borrow its name or certificate to participate in a tender;
  - 20.3.2 Party B borrows or assumes any other's name or certificate or uses forged documents or documents with unauthorized alteration to tendering, contracting, or performing a contract;
  - 20.3.3 Party B has substantially reduced the work or materials without obtaining a prior approval;
  - 20.3.4 Party B forges or alters without authorization documents related to tendering, contracting, or contract performance;
  - 20.3.5 Party B participates in tendering during the period when its business operation has been suspended by a disciplinary action;
  - 20.3.6 Party B has committed any of the offenses prescribed in Articles 87 to 92 hereof, and has been sentenced by a court of the first instance;
- 20.4 Where Party B has any of the following circumstances, Party A shall bar Party B from participating in its future tenders in one (1) year from the date the name of Party B is published on the Government Procurement Gazette:
- 20.4.1 Party B refuses to execute a contract without due cause after award;
  - 20.4.2 An inspection indicates any serious non-conformity with the contractual requirements;
  - 20.4.3 Party B does not fulfill its obligation of guarantee after inspection and acceptance;
  - 20.4.4 The time-limit for contract performance is seriously delayed due to causes attributable to Party B;
  - 20.4.5 Party B is in breach of the requirement of Article 65 by assigning a contract to others;
  - 20.4.6 A contract is rescinded or terminated for causes attributable to Party B;
  - 20.4.7 Party B is under the procedure of bankruptcy; or
  - 20.4.8 Party B seriously discriminates women, aborigines, or personnel of disadvantaged groups.
- 20.5 Party B shall be held responsible for damages compensation if intellectual properties such as drawings and information provided by Party B to Party A are involved in infringement on other's intellectual property rights, which causes damages to Party A and relevant personnel. Party B shall defend and indemnify Party A and relevant personnel from accusation and claims of others as a result of Party B's conducts in the execution of business. Party B shall be fully responsible for handling and assuming all responsibilities of Party A, and pay for all damages and relevant expenses incurred. When a

lawsuit against Party A for damages is adjudicated, Party B shall pay Party A in addition penalty amounting to 1% of the total service fees.

## **Article 21 Liability**

21.1 Party B shall be held liable for following damages incurred by Party A as a result of Party B's design error or poor management:

21.1.1 Claims made by the contractor or supplier against Party A.

21.1.2 Damages incurred by Party A due to the delayed completion or acquisition of the procurement object.

21.1.3 Damages resulting from an accident.

21.1.4 Other damages attributable to the fault of Party B.

21.2 Party A may deduct the compensation for damages Party B is responsible for from the service fees, and ask Party B to make up any shortfall. The amount of compensation shall be capped at the total service fees.

## **Article 22 Validity of Contract and Extinguishment of Validity**

22.1 Effective date: Unless it is otherwise provided, the Contract signing date shall be the date Party A signs the Contract, and the Contract takes effect on the date of award.

22.2 Part of design services: The part of the Contract on design services shall be effective until all works provided in the Contract are completed and complete the settlement and pass the acceptance check.

22.3 Part of supervision services: The part of the Contract on supervision services shall be effective until the Project passes the final acceptance.

## **Article 23 Supplemental Provisions**

23.1 If any provision in the Contract documentation is found to be in violation of law or regulation, such a provision shall be deemed void. If the purpose of the Contract is not defeated after such provision is voided, other parts of the Contract shall remain valid. Party A and Party B may modify voided provisions of the Contract when deemed necessary, according to the original intent of the Contract.

23.2 If Party B has more than 100 employees in Taiwan, the number of physically and mentally handicapped and the aborigines each, rounded off to an integer where partial number is not counted shall reach at least one percent (1%) of the total number of employees in Taiwan during the performance of the Contract. If Party B does not employ sufficient number of handicapped people

and aborigines, it has the option to pay substitute money and deposit the amount due for the previous month into the employment fund special account for the physically and mentally handicapped set up by the agency in charge of labor affairs in the municipality or county (city) at where Party B is located and the aboriginal employment fund special account set up by the central agency in charge the aboriginal affairs. Party B shall not employ foreign workers to meet the quota reserved for the handicapped and the aborigines.

- 23.3 Both Party A and Party B shall communicate at any time during the work period, and coordinate the works under the Contract. If necessary, either party may call relevant personnel to hold a meeting to discuss together the work principle and discuss the results and progress.
- 23.4 When Party B's personnel is deemed incompetent, Party A may inform Party B to replace such personnel and Party B may not object.
- 23.5 Party B shall be free of discrimination against women, aborigines, or persons in disadvantaged groups in the employment for the performance of the Contract.
- 23.6 While performing the Contract, Party B shall not employ Party A's personnel or the personnel of institutions retained by Party A to handle contract-related matters.
- 23.7 Party B's authorized representative should be fluent in Chinese or any other language agreed by Party A. If Party B's authorized representative is not fluent in Chinese, it shall provide an interpreter at its own costs.
- 23.8 If issues of international shipping or a letter of credit are involved in the Contract between Party B and the Party A, customary international practice shall govern for matters not specified in the Contract.
- 23.9 Both parties shall appoint an authorized representatives to coordinate and communicate Contract-related matters during the term of the Contract.
- 23.10 Party B shall not offer promises, bribes, commission, percentage, brokerage fees, thank-you money, kickbacks, gifts, entertainment, or any other illicit benefit to Party A's personnel or any agent employed Party A. The same provision applies to Party B's subcontractors.
- 23.11 The personnel sent by Party B shall be clean, law-abiding, and in case of any unlawful conduct, shall be treated the same as an offence committed by a public servant and subject to legal consequences thereof.
- 23.12 Unless with the written consent of Party A, Party B shall not provide to any person or organization any information acquired in the process of execution or during the operational process, and shall not disclose publicly its operational result or suggestions derived in the process.

23.13 Matters not specified in the Contract shall be governed by the Government Procurement Act and related sub-laws.

#### **Article 24 Counterparts**

The Contract comes in two (2) originals to be held each by Party A and Party B. There shall be thirteen (13) copies of the Contract, of which, four (4) will be held by [Sponsor], seven (7) will be held by Party A and two (2) will be held by Party B. In case any inconsistency between these copies, the original shall govern. The parties hereto shall respectively pay their stamp tax duty according to the relevant regulations.

The Parties as set forth herein below:

Party A : Construction and Planning Agency, Ministry of the Interior

Legal Representative: \_\_\_\_\_

Address and telephone: No. 342, Sec. 2, Bade Rd., Songshan District, Taipei

City 10556, R.O.C. (Taiwan)

(02)8771-2345

Party B: \_\_\_\_\_

Architect: \_\_\_\_\_

Address and telephone: \_\_\_\_\_

Date: \_\_\_\_\_

Attachment

I, the undersigned \_\_\_\_\_, am employed by \_\_\_\_\_ Architects as a practicing engineer for the (name of project) of the Construction and Planning Agency, MOI. I understand fully the responsibilities of a practicing engineer, including criminal, civil and administrative responsibilities, and relevant laws and regulations, and are willing to abide by those laws and regulations.

Undersigned

Engineer: \_\_\_\_\_ ( Seal )

Date: \_\_\_\_\_

## Bank account information of the Tenderer

1. Bank Name: \_\_\_\_\_

2. Bank Address: \_\_\_\_\_

3. Account Name: \_\_\_\_\_  
(Must same name of Responsible Personal of Tenderer)

4. Type of Account and Account Number:

\_\_\_\_\_

Name of the Tenderer: \_\_\_\_\_

Responsible Personal: \_\_\_\_\_

Contact Address: \_\_\_\_\_

Telephone: \_\_\_\_\_