

**“HooWave Resilient Township & Waterfront Landscape Design and Construction Supervision”  
Instructions to Tenderers**

1. The "Government Procurement Act" (hereinafter referred to as the "Act") and its related regulations promulgated by the responsible entity of the Act apply to this procurement.
2. Subject of this procurement: HooWave Resilient Township & Waterfront Landscape Design and Construction Supervision
3. Attribute of this procurement:
  - (1) Construction work.
  - (2) Property; type of this procurement:  purchase;  lease or rent;  customized made;  two or more of the above.(please tick)
  - (3) Service.
4. Value of this procurement:
  - (1) Not more than one tenth of the threshold for publication.
  - (2) Exceeding one tenth of the threshold for publication but not reaching such threshold.
  - (3) Reaching the threshold for publication but not reaching the threshold for supervision.
  - (4) Reaching the threshold for supervision but not reaching the threshold for large procurement.
  - (5) Reaching the threshold for large procurement.
    - The expected service condition and performance goals have been approved pursuant to paragraph 1 of Article 2 of the "Regulations for the Reporting of Service Condition and performance Analysis of Large Procurement by Entities".
5. VIs this procurement an inter-entity supply contract:
  - (1) Yes.
  - (2) No.
6. Budget amount of this procurement:

(optional; however, where this procurement is conducted pursuant to paragraph 3 of Article 5 of the "Standards for Qualifications of Tenderers and Determination of Special or Large Procurement", or where the value of this procurement reaching the threshold for publication and the procurement is conducted by open tendering, selective tendering, or limited tendering with open selection, the Entity shall disclose the budget amount, except for any of the following circumstances: where this procurement is for resale, or resale after producing or processing ; where the budget amount involves trade secrets; or where the Entity deems that the disclosure is not appropriate.)

The total budget amount is NTD 51 million includes:

  - (1) Overall planning: the budget amount is NTD 18 million; please refer to Appendix I "Prospectus of commissioned service project" of the Instructions to Selection for detailed work content.
  - (2) Design and supervision: the budget amount is NTD 33 million; please refer to Appendix I "Prospectus of commissioned service project" of the Instructions to Selection for detailed work content.
7. The estimated value of this procurement (optional):
8. The superior entity: MOEA
9. The name and address of the granting entity in accordance with Article 4 of the Act (optional):
10. The name and address of the entrusting entity in accordance with Article 5 of the Act (optional):
11. The name and address of the entrusting entity in accordance with Article 40 of the Act (optional):

12. In accordance with Article 75 of the Act, the name, address and telephone number of the entity that deals with protest filed by suppliers: the same as that of the Entity
13. In accordance with Articles 76 and 85-1 of the Act, the name, address and telephone number of the Complaint Review Board of Government Procurement(CRBGP) that deals with complaint (For the procurement of a value not reaching the threshold for publication, except the disputes that bid bond shall not be returned or recovered according to Article 31 of the Government Procurement Act, the complaint system shall not apply.) and mediation of contract disputes filed by suppliers: Public Construction Commission Executive Yuan, 9F., No. 3, Songren Rd., Taipei City Location · TEL: 02-8789-7500 FAX: 02-8789-7514.
14. This procurement is:
- (1) Undivided.
  - (2) Divided, and such division has been approved by the superior entity (the number of the approval letter: \_\_\_\_\_). The total value of each divided procurement shall apply to each divided one as if undivided, and the regulations for procurement reaching the threshold for publication, or the regulations for procurement reaching the threshold for supervision shall apply as the case may be.
15. Tendering procedures:
- (1) Open tendering procedures.
    - (1-1) This tendering will be awarded by multiple-award for different items. Tenderers do not need to seal their bids by different items, or to indicate the number of item on the outside cover of their bids. The Entity may open tenders in public in the event that there are three or more tenders and these tenders meet the requirements of Article 55 of the Enforcement Rules of the Act.
    - (2) Selective tendering procedures pursuant to one of the following subparagraphs of Article 20 of the Act :  • the 1st subparagraph;  • the 2nd subparagraph;  • the 3rd subparagraph;  • the 4th subparagraph;  • the 5th subparagraph. ( please indicate one of them)
      - (2-1) Where it is conducted for a specific procurement, all qualified suppliers shall be invited to tender after completing qualification evaluation.
      - (2-2) Where a permanent list of qualified suppliers is established, the Entity will conduct further procurement step, i.e., invitation to tender by means of:  invite all of the qualified suppliers to tender;  invite all of the qualified suppliers to tender by a public notice;  invite (a certain number of) qualified suppliers to tender each time following the sequence of qualification evaluation;  invite qualified suppliers to tender by drawing lots.
    - (3) Limited tendering procedures: This procurement is in conformity with the requirements set forth in subparagraph 9 of paragraph 1 of Article 22 of the Act as evaluated by the requesting, using or procuring unit, and has been reported to and approved by the head of the Entity or his/her authorized personnel.
      - (3-1) Open selection of the winning tenderer:
        - (3-1-1) Pursuant to subparagraph 9 of paragraph 1 of Article 22 of the Act for  professional services;  technical services;  information services.  social service
        - (3-1-2) Pursuant to subparagraph 10 of paragraph 1 of Article 22 of the Act.
        - (3-1-3) Pursuant to subparagraph 11 of paragraph 1 of Article 22 of the Act.
      - (3-2) Price competition:
        - Where there is no tender in response or in conformity with the requirements set forth in the tender documentation after a public notice, and no protest or complaint in process according to paragraph 1 of Article 22 of the

Enforcement Rules of the Act, the Entity may apply limited tendering procedures according to subparagraph 1 of paragraph 1 of Article 22 of the Act. The entity to invite two or more suppliers with outstanding performance to participate in price competition, pursuant to paragraph 1 of Article 23-1 of the Enforcement Rules of the Act.

- Pursuant to subparagraph \_\_\_\_ of paragraph 1 of Article 22 of the Act; (Please indicate the number of subparagraph. If it is subject to subparagraph 16, the number of the approval letter from the responsible entity is required along with.)
  - Pursuant to subparagraph \_\_\_\_ of paragraph 1 of Article 104 of the Act; (Please indicate the number of subparagraph and the number of the approval letter from the competent entity.)
  - Pursuant to subparagraph \_\_\_\_ of paragraph 1 of Article 105 of the Act; (Please indicate the number of subparagraph and the number of the approval letter from the competent entity.)
  - Pursuant to subparagraph \_\_\_\_ of paragraph \_\_\_\_ of Article \_\_\_\_ of the “Tendering Regulations of Central Government Entities for Procurement of a Value Not Reaching the Threshold for Publication”;
  - Pursuant to subparagraph \_\_\_\_ of paragraph \_\_\_\_ of Article \_\_\_\_ of the tendering regulations for procurement of a value not reaching the threshold for publication, promulgated by local government according to the Article 23 of the Act.
- (3-3) Price negotiation by single tendering:
- Pursuant to subparagraph \_\_\_\_ of paragraph 1 of Article 22 of the Act; (Please indicate the number of subparagraph. The reason that the Entity does not adopt price competition is \_\_\_\_\_. For the application of subparagraph 16, the number of approval letter from the responsible entity of the Act shall be inserted.)
  - Pursuant to subparagraph \_\_\_\_ of paragraph 1 of Article 104 of the Act (Please indicate the number of subparagraph and the number of approval letter from the competent entity. Except for the application of subparagraph 4, the reason that the Entity does not adopt price competition is \_\_\_\_\_.)
  - Pursuant to subparagraph \_\_\_\_ of paragraph 1 of Article 105 of the Act; (Please indicate the number of subparagraph and the number of approval letter from the competent entity. For the application of subparagraph 1 or 2, the reason that the Entity does not adopt price competition is \_\_\_\_\_.)
  - Pursuant to subparagraph \_\_\_\_ of paragraph \_\_\_\_ of Article \_\_\_\_ of the “Tendering Regulations of Central Government Entities for Procurement of a Value Not Reaching the Threshold for Publication”; (the reason that the Entity does not adopt price competition is \_\_\_\_\_.)
  - Pursuant to subparagraph \_\_\_\_ of paragraph \_\_\_\_ of the Article \_\_\_\_ of the tendering regulations for procurement of a value not reaching the threshold for publication, promulgated by local government according to Article 23 of the Act.
- (3-4) Pursuant to subparagraph \_\_\_\_ of paragraph 1 of Article 22 of the Act, where solicitation notice is published in order to invited two or more suppliers for price competition or only one supplier for price negotiation.
- (4) Pursuant to Article 49 of the Act with a view to obtaining offers or proposals in writing openly. (for procurement of a value not reaching the threshold for publication)
- (4-1) The head of the entity or the personnel authorized by the head has approved that

if there are less than 3 offers or proposals received, this procurement will proceed by limited tendering procedures.

16. This procurement:

(1) Pursuant to the requirements set forth in a treaty or an agreement to which this nation is a party. The title of the treaty or agreement is:

The Agreement on Government Procurement (GPA) of the World Trade Organization.

I. Threshold values: (only one should be ticked by the Entity in the tender documentation; option "A" shall apply if not ticked)

Option A: The threshold set forth in Appendix I of the GPA by this nation shall apply. Where a Party applies a higher threshold than that of this nation, the higher threshold shall apply to the Party.

Option B: The threshold set forth in Appendix I of the GPA by this nation shall apply.

II. Services and Construction Services: (only one should be ticked by the Entity in the tender documentation; option "A" shall apply if not ticked)

Option A: The services and construction services listed in Appendix I of the GPA by this nation shall apply. The coverage with respect to a particular Party is only to the extent that such Party has provided reciprocal access to those services.

Option B: The services and construction services listed in Appendix I of the GPA by this nation shall apply.

Agreement between New Zealand and the Separate Customs Territory of Taiwan, Penghu, Kinmen, and Matsu on Economic Cooperation (ANZTEC).

Agreement between Singapore and the Separate Customs Territory of Taiwan, Penghu, Kinmen and Matsu on Economic Partnership (ASTEP).

Others (please specify):

Suppliers from countries which have no treaty or agreement with this nation:

Not allowed to participate in the tendering.

The following foreign suppliers are allowed to participate in the tendering:

I. Name of the country or territory: \_\_\_\_\_ (not allowed if not specified)

II. Whether suppliers from Mainland China Area are allowed to participate: (not allowed if not ticked; if allowed, it shall be in compliance with the relevant cross-strait regulations of import and trade )

Yes.

No.

C. Subject to differential treatments as follows (multiple choices may apply):

The measures prescribed in subparagraph 1 of Article 43 of the Act (the items and their weights in the evaluation shall be specified in the tender documentation):

The measures prescribed in subparagraph 2 of Article 43 of the Act:

The measures prescribed in the Regulations Governing the Participation of Foreign Suppliers in the Procurement Not Subject to Any Treaties or Agreements promulgated by paragraph 2 of Article 17 of the Act:

For construction procurement, the source of origin of the following product or material provided shall be this nation or a foreign country with which this nation has signed a treaty or an agreement (multiple choices may apply)

Material:

Cement

Cement Products

Steel rod

Prestressed concrete steel strand

- Structural steel
- Ceramic tile
- Permeable concrete paving block
- Sand and gravel
- Wood, bamboo
- others (prescribed by the Entity):

Product:

- Elevator
- Escalator
- Damper
- Surveillance camera
- Door & window
- Cabinet
- Air conditioning equipment
- Fire hydrant
- Lighting fixtures
- Lightning rod
- Electric equipment
- Solar energy equipment
- Bathroom fixtures
- others (prescribed by the Entity):

- (2) Where there is no treaty or agreement applies to this nation and this procurement, the foreign suppliers are:
- Not allowed to participate in the tendering. The country of origin of the construction, property & service shall be this nation and provided by a supplier of this nation.
  - Not allowed to participate in the tendering. However, the country of origin of the construction, property & service provided by a supplier of this nation may be the following foreign countries:
    - I. Name of the country or territory: \_\_\_\_\_ (not allowed if not specified)
    - II. Whether the source of origin of the subject of tender is allowed to be Mainland China Area: (not allowed if not ticked; if allowed, it shall be in compliance with the relevant cross-strait regulations of import and trade.)
      - Yes.
      - No.
  - The following foreign suppliers are allowed to participate in the tendering:
    - I. Name of the country or territory: \_\_\_\_\_ (not allowed if not specified)
    - II. Whether suppliers from Mainland China are allowed to participate : (not allowed if not ticked; if allowed, it shall be in compliance with the relevant cross-strait regulations of import and trade.)
      - Yes.
      - No.
    - III. Subject to differential treatments as follows (multiple choices may apply):
      - The measures prescribed in subparagraph 1 of Article 43 of the Act (the items and their weights in the evaluation shall be specified in the tender documentation):
      - The measures prescribed in subparagraph 2 of Article 43 of the Act:
      - The measures prescribed in the Regulations Governing the Participation of Foreign Suppliers in the Procurement Not Subject to Any Treaties or Agreements promulgated by paragraph 2 of Article 17 of the Act:

For construction procurement, whether or not foreign suppliers are allowed to participate in tendering, the source of origin of the following product or material provided shall be this nation(multiple choices may apply)

Material

- Cement
- Cement Products
- Steel rod
- Prestressed concrete steel strand
- Structural steel
- Ceramic tile
- Permeable concrete paving block
- Sand and gravel
- Wood, bamboo
- others (prescribed by the Entity):

Product

- Elevator
- Escalator
- Damper
- Surveillance camera
- Door & window
- Cabinet
- Air conditioning equipment
- Fire hydrant
- Lighting fixtures
- Lightning rod
- Electric equipment
- Solar energy equipment
- Bathroom fixtures
- others (prescribed by the Entity):

- (3) Among the component items of the overall target (such as specific components of the fished product, and the materials and facilities included in the project) supplied by the manufacturer, the following items are not allowed to use if they are produced in mainland China:

17. This procurement is:

- (1) On a turn-key (design-build) basis pursuant to Article 24 of the Act.
- (2) Not on a turn-key (design-build) basis.

18. This procurement is:

- (1) Is joint tendering allowed for this procurement pursuant to Article 25 of the Act:
  - Yes (the model agreement of joint tendering is provided in tender documentation), the maximum number of suppliers is:  2 suppliers;  3 suppliers;  4 suppliers;  5 suppliers °
- (2) No.

19. The suppliers may use electronic devices to transmit tenders before the deadline for tendering; and the electronic data thus provided shall be deemed as formal written document. The facsimile number/e-mail address for receiving tenders is (shall be specified if electronic tendering is permitted):

20. Where a supplier has questions about the contents of the tender documentation, the deadline for the suppliers to raise questions to the Entity in writing shall be: one quarter of the period for

tendering from the date of publishing a notice or invitation to tender, and a segment of less than one day shall be counted as one day.

21. The deadline for the Entity to issue a written reply to questions raised by the suppliers as mentioned in the preceding Article shall be: According to paragraph 3 of Article 43 of the Enforcement Rules of the Government Procurement Act, the number of days from the day after the office finally resolves doubts to the deadline for tendering or the collection deadline for qualification evaluation shall not be less than one fourth of the original tendering period, and less than one day shall be counted as one day. If the number of days mentioned above is insufficient, the deadline shall be postponed to at least the number of days made up.
22. According to paragraph 3 of Article 33 of the Act, this procurement:
- (1) Allows a tenderer to amend or supplement its tender before tender opening as long as the amendment or supplement does not involve the essential parts of the contract.
  - (2) Does not allow a tenderer to amend or supplement its tender before tender opening even the amendment or supplement does not involve the essential parts of the contract.
23. According to Article 35 of the Act, this procurement :
- (1) Allows a supplier to submit alternatives to shorten construction period, save expenditure, or increase the efficiency, provided that the original function requirement is not impaired. (The items allowed for alternatives are: \_\_\_\_\_ )
  - (2) Does not allow a supplier to submit alternatives.
24. The validity period of the tender: from the time of submitting tender to 180 days after tender opening. In the event that this procurement can not be awarded during the validity period stated above, the procuring entity may request the tenderer to extend the validity period of the tender , if necessary .
25. The number of copies of the tender to be submitted:
- Stage1:**
- (1) Evaluation Chart for Tender Qualification(**Stage 1**)(in one complete set)
  - (2) Statement of Qualification(in one complete set)
  - (3) Tax Payment Certificate(in one complete set)
  - (4) Statement of the Tenderer(in one complete set)
  - (5) Tender and Contract Documents (in one complete set)
  - (6) Price List of the Tender and Unit Price Analysis Chart(in one complete set)
  - (7) 20 copies of “Supplier Service Proposal” (both Chinese and English versions)for Stage 1 evaluation, and three copies of digital files
- Stage2: (maximum of three companies)**
- (1) Evaluation Chart for Tender Qualification(**Stage 2**)(in one complete set)
  - (2) Statement of the Tenderer(in one complete set) (**new member for joint tendering**)
  - (3) Statement of Qualification(in one complete set) (**new member for joint tendering**)
  - (4) Tax Payment Certificate (in one complete set) (**in one complete set**) (**new member for joint tendering**)
  - (5) Agreement of Joint Tendering(in one complete set) (**for joint tenderers, please attached the Agreement of Joint Tendering**)
  - (6) Others: In addition, the suppliers shortlisted in Stage 1 evaluation and entering **Stage 2 evaluation as notified by letter from our entity shall send 20 copies of the Stage 2 Service Proposal and 3 copies of CD or DVD before the deadline according to the date and place specified** in the letter from our entity. The landscape models, presentation boards, and animation CDs shall be brought to the meeting venue as notified in the letter of Stage 2 evaluation.
26. The language of tender shall be:
- (1)In Chinese (regular script).
  - (2)In Chinese (regular script), but pictures and texts with special techniques or materials may

be in English.

- (3) In other languages (prescribed by the Entity): The documents submitted shall be in Chinese, and those in foreign languages shall be translated into Chinese and notarized.

(3-1) Tender qualification documents: The tender qualification documents presented by the domestic tenderers shall be in Chinese (regular script).

(3-2) Supplier Service Proposal: The Supplier Service Proposal shall be bilingual, in Chinese regular script and English (pictures and texts describing special techniques or materials may be in English).

(3-3) If the tender is in Chinese (traditional) and English but the Chinese version is inconsistent with the original version, the Chinese version shall prevail except that the original version shall prevail for qualification documents.

27. The tender opening will be held openly on [time] [month] [date], [year].

Stage1:

(not applicable where no public tender opening pursuant to the Act)

Stage2:

The entity shall notify the suppliers shortlisted in Stage 1 evaluation of the opening time.

28. The tender opening will be held openly at . (not applicable where public tender opening is not required pursuant to the Act):

(1) Conference room, 1 Fl, No. 501, Sec. 2, Liming Road, Nantun Dist., Taichung City

(2) Conference room, 11F., No. 41-3, Sec. 3, Xinyi Rd., Da'an Dist., Taipei City

29. The number of persons of each tenderer to participate in tender opening is (not applicable where public tender opening is not required pursuant to the Act or the number of persons is not restricted): No more than 3 persons (including their own translators) shall participate in the qualification evaluation in Stage 1; for the tenderers passing Stage 1 evaluation in writing and notified to participate in Stage 2, no more than 3 persons (including their own translators) shall participate in the qualification evaluation in Stage 2.

30. The tender opening is not conducted openly pursuant to one of the following circumstances:

(1) Where it is a qualification evaluation for establishing a permanent list of qualified suppliers under selective tendering procedures pursuant to Article 21 of the Act;

(2) Where it is a multi-step tender opening pursuant to Article 42 of the Act, and the time and place of tender opening of the subsequent step are uncertain;

(3) Pursuant to subparagraph 1 of Article 57 of the Act;

(4) Pursuant to subparagraph 2 of paragraph 1 of Article 104 of the Act;

(5) Other circumstances as prescribed by the responsible entity (the number of approval letter shall be specified).

31. The tender opening of this procurement shall be:

■(1) In one-step. All document of the tender shall be sealed in one envelope. It is not required to seal the document in separate envelopes based on different attributes.

(2) In multi-steps. Supplier shall seal its tender document in different envelopes separately for each step of tender opening, and each envelop shall be marked with tenders of qualification, specification, or price.

Open tendering procedures, tenders of qualification, specification, and price shall be submitted in one-step but opened in multi-steps.

Open tendering procedures, tenders of qualification and specification shall be submitted in one-step but opened in multi-steps. After evaluation based upon requirements prescribed in the tender documentation, the qualified suppliers will be invited to submit their tenders of price.

Selective tendering procedures, suppliers are invited to submit their tenders of qualification, specification, and price in multi-steps and their tenders will be opened in multi-steps.

- Selective tendering procedures, the qualified suppliers are invited to submit their tenders of specification and price in one-step, but their tenders will be opened in multi-steps.
32. The amount of bid bond shall be (not applicable where bid bond is not required. However, where bid bond is required, its amount shall not exceed 50 million New Taiwan Dollars):
- (1) a fixed amount:
- (2) a fixed percentage of tender price: \_\_\_\_\_%
33. For suppliers submitting tenders electronically, the amount of the bid bond may be reduced by (optional):
34. For good practice suppliers (listed on the Government e-Procurement System: <https://web.pcc.gov.tw/>) referred to in paragraph 2 of Article 33-5 of the Regulations for Bid Bond, Guarantee Bond and Other Guarantees, the amount of the bid bond may be reduced:
- If the supplier is a winner of the Public Construction Golden Quality Award, 50% of the original amount payable shall be reduced.
- Other awards (the entity shall specify award names and the amount of reduction, and the total amount of reduction shall not exceed 50% of the total amount payable):
- For globalized suppliers referred to in Article 33-6 of the Regulations for Bid Bond, Guarantee Bond and Other Guarantees, the amount of the bid bond may be reduced by (optional):
- Where a good construction company referred to in Article 51 of the Construction Industry Act participates in the construction and repair works prescribed by the Construction Industry Act, the the bid bond may be reduced by the following amount, and the amount of reduction is exclusive of the total reduction amount referred to in the preceding two paragraphs. (Optional, but at least one of the following shall be reduced bid bond, guarantee bond and retention amount :
35. The validity of bid bond (not applicable where bid bond is not required):
36. The time-limit for depositing a bid bond: prior to the closing time for submitting tenders (not applicable where bid bond is not required)
37. The place or the designated account held by the financial institution for receipting bid bond by cash (not applicable where bid bond is not required):
- (1) Online payment on the Government e-Procurement System.  
(as bond deposit will be invalid five (5) minutes before the submission deadline; therefore early precautions shall be taken into account)
- (2) Address and or account number of financial institution for those who do not pay online:
38. The bid bond is waived under the following circumstances:
- (1) Procurement of services.
- (2) Procurement of construction work/property not reaching the threshold for publication.
- (3) There is only one supplier invited for tendering.
- (4) There is no need or possibility to require a bid bond by the business practice or the attribute of procurement.
39. The amount of performance bond (not applicable where performance bond is not required):  a fixed amount: \_\_\_\_\_;  a fixed percentage of the contract price: \_\_\_\_\_%
- Where a tenderer deposits a performance bond in the form of a bank's written joint and several guarantee or an irrevocable standby letter of credit issued or confirmed by a bank, the Entity may accept it after reviewing the bank's credit and records of past performance in fulfilling its liability on performance bond. The above shall also apply where a bid bond is served as a performance bond by suppliers.
40. Where the awarded tenderer submits a joint and several guarantee for performance and compensation provided by another supplier, the amount of performance bond may be reduced by (optional):
41. For good practice suppliers (listed on the Government e-Procurement System:

<https://web.pcc.gov.tw/>) referred to in paragraph 2 of Article 33-5 of the Regulations for Bid Bond, Guarantee Bond and Other Guarantees, the amount of the bid bond may be reduced:

If the supplier is a winner of the Public Construction Golden Quality Award, 50% of the original amount payable shall be reduced.

Other awards (the entity shall specify award names and the amount of reduction, and the total amount of reduction shall not exceed 50% of the total amount payable):

Where the awarded tenderer is a globalized supplier referred to in Article 33-6 of the Regulations for Bid Bond, Guarantee Bond and Other Guarantees, the amount of the performance bond may be reduced by (optional):

Where the awarded tenderer is a good construction company referred to in Article 51 of the Construction Industry Act, and the subject matter of contract is the construction and repair works prescribed by the Construction Industry Act, the performance bond may be reduced by the following amount, and the amount of reduction is exclusive of the total reduction amount referred to in the preceding two paragraphs. (Optional, but at least one of the following shall be reduced bid bond, guarantee bond and retention amount):

42. The validity of performance bond (not applicable where performance bond is not required):

Where the bid bond is deposited in the form of an irrevocable stand-by letter of credit issued or confirmed by a bank, or bank guarantee under which the bank shares the liability with the tenderer jointly and severally, the validity of the performance bond shall be \_\_\_ days (to be filled out by the Entity; if left blank, it shall be deemed as 90 days) longer than the time-limit for final construction, supply or installation specified in the Contract. However, where the bid bond is deposited in the form of an irrevocable stand-by letter of credit issued or confirmed by a bank, or bank guarantee under which the bank shares the liability with the tenderer jointly and severally, if the validity period fails to cover the above validity periods immediately, for payments must be first made within the shorter validity period, each validity period shall be at least \_\_\_ years (to be filled out by the Entity; if left blank, it shall be deemed as 3 years; the last validity period shall be less than 3 years). The winner shall pay the bid bond as the amount agreed in the contract \_\_\_ days (to be filled out by the Entity; if left blank, it shall be deemed as 30 days) before the expiry of the validity period.

43. The time-limit for depositing a performance bond (not applicable where performance bond is not required):

44. The performance bond is waived under the following circumstances:

(1) Procurement of services.

(2) Procurement of construction work/property not reaching the threshold for publication.

(3) There is no need or possibility to require a performance bond by the business practice or the attribute of procurement.

45. The amount of warranty bond (not applicable where warranty bond is not required):

46. The validity of warranty bond (not applicable where warranty bond is not required) :

47. The time-limit for depositing a warranty bond (not applicable where warranty bond is not required) :

48. Where the awarded tenderer submits a joint and several guarantee for performance and compensation provided by another supplier, the amount of warranty bond may be reduced by (optional):

49. For good practice suppliers (listed on the Government e-Procurement System:

<https://web.pcc.gov.tw/>) referred to in paragraph 2 of Article 33-5 of the Regulations for Bid Bond, Guarantee Bond and Other Guarantees, the amount of the bid bond may be reduced:

If the supplier is a winner of the Public Construction Golden Quality Award, 50% of the original amount payable shall be reduced.

Other awards (the entity shall specify award names and the amount of reduction, and the total amount of reduction shall not exceed 50% of the total amount payable):

Where the awarded tenderer is a globalized supplier referred to in Article 33-6 of the

Regulations for Bid Bond, Guarantee Bond and Other Guarantees, the amount of the warranty bond may be reduced by (optional):

Where the awarded tenderer is a good construction company referred to in Article 51 of the Construction Industry Act, and the subject matter of contract is the construction and repair works prescribed by the Construction Industry Act, the warranty bond may be reduced by the following amount, and the amount of reduction is exclusive of the total reduction amount referred to in the preceding two paragraphs. (Optional, but at least one of the following shall be reduced bid bond, guarantee bond and retention amount):

50. The amount of refund bond for an advance payment (not applicable where refund bond is not required):
51. The validity of refund bond for an advance payment (not applicable where refund bond is not required):
52. The time-limit for depositing refund bond for an advance payment (not applicable where refund bond is not required):
- 52-1 The bid bond for planting project during conservation (only applicable to payment for all plants after the acceptance of the planting project) is \_\_\_% of the price of all plants (to be filled out by the Entity; if left blank, it shall be deemed as 25%), and shall be deducted when the entity pays the fee of all plants as the guarantee for the planting conservation of the supplier, without being paid separately.
53. The place or the designated account held by a financial institution for depositing the various types of guarantee bonds (optional):
54. The bid bond and guarantee bond shall be deposited by tenderers in the form of cash, promissory note, check or certified check issued by a financial institution, postal money order, bearer's government bond, certificate of deposit pledged to the Entity, irrevocable stand-by letter of credit issued or confirmed by a bank, or bank guarantee or insurance policy under which the bank or insurer shares the liability with the tenderer jointly and severally, in accordance with the formats prescribed by the "Regulations for Bid Bond, Guarantee Bond and Other Guarantees".
55. Where the tenderer is involved in one of the following situations, such tenderer's bid bond shall not be refunded or returned, and the refunded or returned bid bond shall be recovered (not applicable where bid bond is not required):
  - (1) the tenderer used false or untrue documents to tender
  - (2) the tenderer borrowed the name or certificate of another to tender, or allowed any others to borrow its name or certificate to participate in a tender
  - (3) The tenderer assumed the name or certificate of another to submit tender;
  - (4) after being awarded, the tenderer refused to execute a contract
  - (5) After being awarded, the tenderer failed to deposit sufficient guarantee bond or to provide other guarantees sufficiently within a prescribed time-limit;
  - (6) the tenderer offered, promised, or delivered improper benefit to the personnel in relation to procurement
  - (7) The responsible entity found that there is a violation of laws or regulations which impair the fairness of the procurement.

If the supplier fails to pay the bid bond recovered in the preceding paragraph according to tender documents, the amount to be recovered shall be determined according to the tender documents; if it is a certain percentage of the tender price and there is no tender price to calculate, the budget amount shall be used instead.

Note: The circumstances determined by the responsible entity are as follows (According to the Order No. Gong-Cheng-Qi-Zi-1080100733 dated September 16, 2019, issued by, Public Construction Commission, Executive Yuan):

- A. Having the circumstances of activities to be in breach of laws or regulations which impair the fairness of the procurement as prescribed in subparagraph 2 of paragraph 1 of Article 48 of the Act.

- B. Having any of the circumstances as prescribed in subparagraphs 3 to 5 and 7 of paragraph 1 of Article 50 of the Act.
- C. The tenderer or its representative, agent, employee or any other staff that constitutes the actus reus of any of the circumstances as prescribed in each paragraph of Article 87 of the Act.

56. Pursuant to the “Regulations for Bid Bond, Guarantee Bond and Other Guarantee” in relation to the reduced bid bond, where there is a circumstance that a bid bond shall not be released, the supplier shall make a supplemental deposit that equals to the reduced portion of the unreleased amount. The same shall apply to a supplier whose outstanding supplier status or globalized supplier status has been revoked by the responsible entity or the relevant central competent authorities in target enterprises, or to a supplier who has been published by any entity on the Government Procurement Gazette pursuant to paragraph 3 of Article 102 of the Act, and is still under the effect of the period prescribed in paragraph 1 of Article 103 of the Act.

57. The government estimate for this procurement is:

- (1) Set, but not announced in the notice.
- (2) Set and published in the notice. The government estimate is: .
- (3) Not set under one of the following circumstances:  where there are actual difficulties in setting a government estimate for a procurement;  where the contract is to be awarded to the most advantageous tender;  Providers of professional services, technical services, information services, social welfare services, or cultural and creative services are selected by the most advantageous tender without a bottom price.;  where it is a small procurement.

58. The principle of contract awarding is:

- (1) (the lowest tender):
  - (1-1) Not pursuant to Article 64-2 of the Enforcement Rules of the Act.
  - (1-2) Pursuant to Article 64-2 of the Enforcement Rules of the Act, for the lowest tender with its score above a certain threshold (refer to the attachment for evaluation items, standards and procedures).
- (2) The most advantageous tender (refer to the attachment for evaluation items, standards and procedures):
  - (2-1) Pursuant to Article 56 of the Act. (prior approval by a superior entity is required)
  - (2-2) Pursuant to one of the following subparagraphs of paragraph 1 of Article 22 of the Act:  the 9th subparagraph;  the 10th subparagraph;  the 11th subparagraph;  the 14th subparagraph.
  - (2-3) In conducting the procurement of a value not reaching the threshold for publication, following the spirit of the most advantageous tender with a view to select appropriate supplier(s) for single tendering.
- A certain amount of reward will be given to the unsuccessful tenderer who gets a certain score or achieves a certain rank (the entity shall specify scores or ranks and corresponding rewards).
  - (1) Stage 1: the top 5 tenderers will be awarded NTD 200,000 each. The top 5 suppliers are shortlisted for Stage 2 as notified by a letter from our entity and required to submit qualification documents and evaluation-related materials of Stage 2 before the deadline specified by a letter from our entity.
  - (2) Stage 2: according to the evaluation results, we negotiate the prices with the winners ranked the first to the third. The Stage 2 reward will not be given to those who succeeded in price negotiation, those ranked the first and the second are respectively rewarded NTD 1,200,000 and NTD 800,000, and the places may be vacant if necessary.
- (3) The highest price tender.

59. This procurement is:
- (1) Not a multiple award.
  - (2) A multiple award that contracts may be awarded to different tenderers by different items or different quantities (the measures of contract awarding to different tenderers by different items or different quantities are as attached. For instance, the items permitted for tendering separately, the items permitted for tendering by different quantity and the minimum and maximum of such quantity range, the limits of items or quantities awarded to a supplier, the sequence of tender opening, tenderers may be also awarded at the same price as that of the awarded tenderer, or the maximum number of the suppliers awarded).
60. This procurement:
- (1) May be awarded with reservation in the event that the budget of procurement has not been appropriated by a legislative body. The awarding of contract shall come into effect after the budget is appropriated.
  - (2) Shall be awarded by:
    - (2-1) Total price.
    - (2-2) Item.
    - (2-3) Group.
    - (2-4) Quantity.
    - (2-5) Unit price (The contract awarded shall be determined by the sum of the unit price times the estimated quantity of each item).
    - (2-6) Others (prescribed by the Entity):
  - (3) Labor dispatch (means the action by assigning the workers from the Dispatch Business to this Authority for rendering labor services and accepting the guidance, supervision and management of the respective Entity). Fixed amount method shall be adopted for paying the salary and wages (including the deductible amount of labor insurance, national health insurance and employment insurance premiums to be assumed by the labor by the law), together with the labor insurance, national health insurance, employment insurance related expenses to be assumed by the tenderer as well as the withholding fees for arrear wage offsetting fund and labor retirement pension, and the above shall not be included in the quotation. The tenderer shall offer the price for the overheads only (including profit, relevant taxes and all of expenses required by the management). After being awarded, the quotation offered by the tenderer shall be combined with the aforesaid fixed amount for serving as the total contract amount, as per the attached Quality List. (Note: The attachment is the sample copy of Quotation List. When offering the tender, the Entity shall make adjustment by referring to the nature of the case and then included in the Instructions to Tenderer. The overtime and the travel expenses required for the dispatched workers shall not be included in the contract price. If the said expenses are required, then they shall be calculated and paid according to the regulations specified in the applicable labor act.)
61. Where the contract cannot be awarded, may the Entity award the contract through negotiation pursuant to Article 56 of the Act (the application of these two articles shall be approved by a superior entity in advance):
- (1) Yes, the items for negotiation are (prescribed by the Entity):
  - (2) No.
62. The Entity reserves the right for further procurement with the awarded tenderer. The item and contents for such further procurement are as follows (please specify the maximum limit of the value, quantity or period to be expanded, and the estimate value of such expanded procurement shall be added to the value of the original procurement, if applicable):
63. The Act applies to this procurement:
- (1) Without any exception.

- (2) With the exception of circumstances of paragraph 1 of Article 104 of the Act, because the Entity is a military entity.
- (3) With the exception of circumstances of paragraph 1 of Article 105 of the Act.
- (4) With the exception of circumstances of paragraph 1 of Article 106 of the Act.

64. The basic qualification of a tenderer and the supporting qualification documents that shall be attached are as follows (if a tenderer is allowed to tender without providing any of the supporting documents for such basic qualification because the tenderer is not required to apply for such documents pursuant to the related laws or regulations, please specify such supporting documents which may be waived):

**I. Supplier qualification and supporting documents.**

**Domestic tenderers** refer to architect firms, engineering firms (civil、hydraulic、soil and water conservation、earth、structure engineering), construction consulting firms, or other organizations that provide technical services (civil、hydraulic、soil and water conservation、earth、structure engineering) permitted by laws that are legally registered in Taiwan.

**Foreign tenderers** refer to natural persons without the nationality of ROC or legal persons, organizations, or groups that are legally registered in foreign countries, or branch offices of foreign organizations registered in Taiwan upon the approval of the regulating departments of ROC.

**(1) Certificates of supplier registration and establishment**

Documents, such as certificate of corporate registration or business registration, certificate of non-profit legal persons, institutions or groups obtained by law, certificate of factory registration, certificate of permitted registration, practice license, certificate to commence business, certificate of registration, or other documents issued by the government entities or their authorized agencies certifying that suppliers are legally registered or established, can be printed and published on websites of competent authorities of target firms and represented by data. The registered items shall be subject to the registration with the competent authorities.

**(1-1) Domestic tenderers:**

- (1-1-1) Construction consulting firms or other legal persons authorized by law to provide technical services:
  - (1-1-1-1) Establishment approval, or registration certificate, or legal person registration certificate and business registration certificate issued by competent authorities of target firms.
  - (1-1-1-2) Certificate of registered engineer(civil、hydraulic、soil and water conservation、earth、structure engineering).
  - (1-1-1-3) Valid membership of engineer association.
- (1-1-2) Architect firms:
  - (1-1-2-1) Certificate of a registered architect of the person in charge.
  - (1-1-2-2) Certificate of authorization to practice as an architect of the person in charge.
  - (1-1-2-3) Valid membership of architect association.
- (1-1-3) Engineer firms (civil、hydraulic、soil and water conservation、earth、structure engineering):
  - (1-1-3-1) Certificate of a registered engineer of the person in charge.
  - (1-1-3-2) Certificate of authorization to practice as an engineer of the person in charge.
  - (1-1-3-3) Valid membership of engineer association.
- (1-1-4) Landscape and Interior Designing:
  - (1-1-4-1) Documents proving registration or establishment by decree.

**(1-2) Foreign tenderers:**

- (1-2-1) Independent foreign tenderers of specific industries, that are only

permitted to register in ROC with the approval of the regulating departments of ROC and apply for relevant registration permits shall attach qualification documents, including business registration certificates, practice licenses, and certificates to commence business.

(1-2-2) Copy of the valid membership of professional associations (exempted for foreign architect firms not recognized by ROC).

(1-2-3) If foreign tenderers submit qualification documents in foreign languages in accordance with this paragraph, certified or notarized Chinese translation shall also be submitted. The certified copy shall be recognized by the representative offices of ROC in foreign countries.

**(2) Tax certificates:**

The tax certificates include the latest issue of “payment receipt of business tax”, or the latest issue of “Notification form of Sales and Tax for Business entity” stamped by the responsible tax authorities. Where the evidence of the latest issue could not obtain on time, the tenderers submit the nearest issue for replacement. For newly established tenderers who have not reached the time first business tax payments may submit instead of the letter for approving of company registration issued by the responsible tax authorities. Those who are approved to use the unified invoice shall be accompanied by relevant documents for the application for the unified invoice. Tax certificate of Business tax or income tax can be instead by a non-illegal tax recovery table issued by the competent tax collection authority in the same period with the latest period or the previous period. For those who are exempted from tax, the business tax exemption certificate issued by the National Tax Bureau shall be attached (foreign architectural design institutions that have not been approved by Taiwan may use documents of similar nature for replacement or supplement).

**(3) Statement of the Tenderer** (in the case of joint tendering, members shall check and submit it separately).

**(4) Affidavit letter of the supplier for legal liabilities in the public works** (in the case of joint tendering, members shall check and submit it separately; it is not included in the basic qualification certificate of the tenderer, but shall be supplemented after tender decision).

**(5) Disclosure form for identities of public officials and related parties** (in the case of joint tendering, members shall check and submit it separately; it is not included in the basic qualification certificate of the tenderer, but shall be supplemented after tender decision)

**(6) Agreement of Joint Tendering** (it shall be issued in joint tendering, and notarized or certified; the tender documents of joint tenderers shall be signed by the representative designated in the “Agreement of Joint Tendering”, and notices from our entity to the representative shall have the same effect as those to all members).

**II. Tendering and certificates required:**

**(1) Stage 1:**

**(1-1) Tendering:** (tenderers are not required to submit the “Agreement of Joint Tendering”, and can enter the tendering by one of the following methods)

(1-1-1) Independent or joint tendering by domestic tenderers

(1-1-2) Independent or joint tendering by foreign tenderers

(1-1-3) Joint tendering by domestic and foreign tenderers.

**(1-2) Documents to be submitted**

**(1-2-1) Domestic tenderers:**

(1-2-1-1) Certificates of supplier registration and establishment

(1-2-1-2) Tax certificates

(1-2-1-3) Statement of the Tenderer

**(1-2-2) Foreign tenderers:** If foreign tenderers submit qualification documents in

- foreign languages in accordance with this paragraph, certified or notarized Chinese translation shall also be submitted. The certified copy shall be recognized by the representative offices of ROC in foreign countries.
- (1-2-2-1) Certificates of supplier registration and establishment
  - (1-2-2-2) Tax certificates (foreign architectural design institutions that have not been approved by Taiwan may use documents of similar nature for replacement or supplement).
  - (1-2-2-3) Statement of the Tenderer (in the case of joint tendering, members shall check and submit it separately).
- (2) **Stage 2:** (This procurement case requires domestic visas for engineering design and manufacturing supervision. If the second-stage manufacturer team cannot meet the domestic "Public Engineering Technician Visa Rules" to apply for a technician visa, the qualifications do not meet the requirements.)
- (2-1) **Tendering:** (tenderers who adopt joint tendering and fail to attach the "Agreement of Joint Tendering" in Stage 1 shall do so at this stage; **if the tenderer adopt joint tendering in Stage 1 and still maintain the joint tendering package, new joint tenderers may be added up to a total of three**)
- (2-1-1) The following tenderers passing Stage 1 evaluation shall enter the tender with its original name:
    - (2-1-1-1) Domestic tenderers.
    - (2-1-1-2) Joint tenderers, including domestic tenderers.
    - (2-1-1-3) Foreign tenderers not within the permitted business scope, but with the permits obtained upon the laws of ROC
  - (2-1-2) Foreign tenderers that pass Stage 1 evaluation but without the permits of ROC are in the joint tendering with domestic tenderers.
  - (2-1-3) Tenderers that are not selected in Stage 1 evaluation may be the joint tenderers or subcontractors of other selected tenderers in Stage 2.
- (2-2) **Documents to be submitted:**
- (2-2-1) **Domestic tenderers:**
    - (2-2-1-1) Certificates of supplier registration and establishment (new member for joint tendering)
    - (2-2-1-2) Tax certificates (new member for joint tendering)
    - (2-2-1-3) Statement of the Tenderer (new member for joint tendering)
    - (2-2-1-4) Affidavit letter of the supplier for legal liabilities in the public works (It is not included in the basic qualification certificate of the tenderer, but shall be supplemented after tender decision)
    - (2-2-1-5) Disclosure form for identities of public officials and related parties (It is not included in the basic qualification certificate of the tenderer, but shall be supplemented after tender decision)
    - (2-2-1-6) Agreement of Joint Tendering: "Agreement of Joint Tendering"(required for joint tendering, and shall be notarized or certified)
  - (2-2-2) **Foreign tenderers:** Documents shall contain notarized or certified Chinese translation. The certified copy shall be recognized by the representative offices of ROC in foreign countries.
    - (2-2-2-1) Certificates of supplier registration and establishment
    - (2-2-2-2) Tax certificates (foreign architectural design institutions that have not been approved by Taiwan may use documents of similar nature for replacement or supplement) ◦
    - (2-2-2-3) Statement of the Tenderer ((In the case of joint tendering, members shall check and submit it separately) ◦
    - (2-2-2-4) Affidavit letter of the supplier for legal liabilities in the public

- works (It is not included in the basic qualification certificate of the tenderer, but shall be supplemented after tender decision)
- (2-2-2-5) Disclosure form for identities of public officials and related parties (It is not included in the basic qualification certificate of the tenderer, but shall be supplemented after tender decision)
- (2-2-2-6) Agreement of Joint Tendering : “Agreement of Joint Tendering”(required for joint tendering, and shall be notarized or certified)

**III. Photocopies of the above certificates are required, and those failing to attach photocopies (foreign documents shall contain notarized or certified Chinese translation) are unqualified.**

**III. This procurement case requires domestic visas for engineering design and manufacturing supervision. If the second-stage manufacturer team cannot meet the domestic "Public Engineering Technician Visa Rules" to apply for a technician visa, the qualifications do not meet the requirements.**

Since this procurement is an information service procurement under the scope of business with concerns of sensitivity or national security (including information security) announced by the Investment Commission, MOEA, the supplier shall not be the Mainland China information service provider announced by the Investment Commission, MOEA. (Please refer to the website of the Investment Commission, MOEA, <http://www.moeaic.gov.tw>, for the above-mentioned scope of business and the list of Mainland China information service suppliers.)( Note: if this item is ticked for procurement cases where treaties or agreements apply, please consider ticking paragraph 16 of this instructions according to Article 3 of GPA)

As the content of this procurement involves national security, the participation of contractors/suppliers in mainland China, China-affiliated contractors/suppliers in a third country, or China-affiliated contractors/suppliers in Taiwan shall not be allowed. (Note: For procurements to which a treaty or agreement applies, if this item is checked, please put in appropriate consideration for the ticking of paragraph 16 of this instructions according to Article 3 of GPA).

65. This procurement is a special procurement in accordance with one of the following circumstances of the "Standards for Qualifications of Tenderers and Determination of Special or Large Procurement":  Subparagraph \_\_\_ of Article 6;  Subparagraph \_\_\_ of Article 7.

66. The specific qualification of a tenderer and the supporting qualification documents that shall be attached are as the follows (Such qualification shall be set only for a special or large procurement):

67. Where necessary, the Entity may notify a tenderer to submit the original qualification documents for checking within a time-limit if the qualification document is submitted by photocopies. In the event of non-conformity with the original document after checking due to forging or altering, Article 50 of the Act shall apply.

Where different tenderers participate in a procurement, each of them shall not assign a person working in the same tenderer to attend the meetings of tender opening, evaluation of suppliers, selection of suppliers and contract awarding. Otherwise, subparagraphs 1 or 7 of paragraph 1 of Article 50 of the Act shall apply.

Where the price of a tender is in any of the following situations, the tender doesn't comply with the requirements of the tender documentation: (this is optional if the budget or government estimate of a procurement is not published).

(1) Higher than the budget amount disclosed in the tender notice.

(2) Higher than the government estimate disclosed in the tender documentation.

In case of any of the following circumstances, the Entity may, base on the facts and “the contents of the tender documents submitted by different tenderers show a substantial and unusual connection” of subparagraph 5 of paragraph 1 of Article 50 of the Act, to determine

whether to apply this subparagraph or not:

- I. The contents of different tender documents were written or prepared by the same person or tenderer.
- II. The bid bonds of different tenderers were deposited or requested for refund by the same person or tenderer.
- III. The serial numbers of tender envelopes, containers, or letters to the Entity are consecutive, which apparently were done by the same person or tenderer.
- IV. The addresses, phone numbers, fax numbers, contact persons or email addresses of different tenderers are the same.
- V. Any other circumstances that tenders were apparently prepared by the same person or tenderer.

In the case that “the representatives set out in the tender documents are the same person”, subparagraph 5 of paragraph 1 of Article 50 of the Act, i.e. “the contents of the tender documents submitted by different tenderers show a substantial and unusual connection” may apply.

Where there are three or more qualified tenderers submitting their tenders, and there remains only one tender consistent with the requirements of tender documentation incurred by any of the following circumstances existing in two or more tenderers, the Entity may, based on the facts and “where illegal or improper activities that may impair the fairness of the procurement are found” of subparagraph 2 of paragraph 1 of Article 48 of Act, or “the tenderer is engaged in any other activities in breach of laws or regulations which impair the fairness of the procurement” of subparagraph 7 of paragraph 1 of Article 50 of the Act to determine whether to apply any of these subparagraphs or not:

- I. The bid bond is not deposited or is inconsistent with the requirements of the tender documentation.
- II. The bidding document is blank, irrelevant, or there is nothing in the tender envelope or container.
- III. The qualification, technical, or price document of a tender is not provided or is inconsistent with the requirements of the tender documentation.
- IV. The price of tender is higher than the budget amount disclosed in the tender notice, or the government estimate disclosed in the tender documentation.
- V. Any other circumstances that give rise to a tender being inconsistent with the requirements of tender documentation by deliberate action taken likely.

The construction procurement case belongs to the construction engineering defined in the Construction Industry Act, and the tenderer is engaged in construction and may be the winner. However, if the amount of the tender award is higher than the contracted construction cost stipulated in the Construction Industry Act, the tender shall not be awarded to the supplier.

The construction procurement case belongs to the construction engineering defined in the Construction Industry Act, and the civil engineering shall be registered in the municipality or county (city) in the region where the project is located or the adjacent municipality or county (city) as defined by Article 11 of the Construction Industry Act. In case of any violation, it shall be deemed that the contents fail to conform to the provisions of tender documents.

68. The qualification and the supporting qualification documents together with notarized or certified Chinese translation of such documents that shall be submitted by foreign suppliers are (not applicable if the procurement is not open to foreign suppliers): **Please refer to Article 64 of Instructions to Tenderers for the detailed qualification documents of foreign suppliers provided in Stage 1 and Stage 2 qualification evaluation. Photocopies of the certificates are required, and those failing to attach photocopies (foreign documents shall contain notarized or certified Chinese translation) are unqualified.**
69. For selective tendering procedures, the reasons of and the necessity for qualification

requirements are as follows (not applicable for non-selective tendering procedures):

70. The function, performance, specification, criterion, quantity or place of the subject of the tender and the contractual responsibilities of the awarded tenderer: details as tender documentations” Contract Terms”.
71. Pursuant to Article 65 of the Act and Article 87 of the Enforcement Rules of the Act, the following parts which shall be performed by the winning tenderer itself specified in the tender documentation or pursuant to other laws and regulations, shall not be performed by other suppliers (Subject to individual circumstances, optional).
- (1) Major part: \_\_\_\_\_
- (2) Shall be performed by the winning tenderer itself: \_\_\_\_\_
- Except as set forth in the preceding paragraph, where the procurement is the construction and repair works referred to in subparagraph 1 Article 3 of the Construction Industry Act, and the winning tenderers are construction enterprises, the major part of the winning tenderer, such as field directors, site managers, full-time engineers, and safety and health personnel, shall be employed by the winning tenderer.
72. Where the tender documentation requires or states a particular trademark or trade name, patent, design or type, specific source of origin, producer or supplier, it is allowed to offer an “equivalent”. The timing of offering the “equivalent” is:
- (1) Where the tenderer shall offer an equivalent in its tender, the tenderer shall provide in its tender for the Entity's evaluation the brand, price, function, performance, standard, characteristics or other data related thereto of the equivalent.
- (2) Where a contractor may offer an equivalent according to the Contract, the contractor shall submit the following data to the Entity for evaluation before putting it into use: brand, price, function, performance, standard, characteristics or other data related thereto.
73. The terms of price of a tender is:
- (1) Properties shall be delivered to the indicated place (specified by the Entity):
- (1-1) 40873 Document Reception of Secretariat Office, 1 Fl, No. 501, Sec. 2, Liming Road, Nantun Dist., Taichung City
- (1-2) 10651 Document Reception of Secretariat Office, 11F., No. 41-3, Sec. 3, Xinyi Rd., Da'an Dist., Taipei City
- (2) Works shall be completed at the indicated place (specified by the Entity):
- (3) Others (specified by the Entity):
74. The currency of the tender is:
- (1) New Taiwan Dollar.
- (2) Foreign currency: \_\_\_\_\_ ( specified by the Entity )
- (3) New Taiwan Dollar or foreign currency: \_\_\_\_\_ (The kind(s) of foreign currency shall be specified by the Entity, and the total price in New Taiwan Dollar in equivalence of the foreign currency shall be calculated by the closing rate of spot foreign exchange selling by Bank of Taiwan on the first working day prior to the date of award.)
75. The maintenance and repair for the subject of the tender shall be (optional):
- (1) Responsible by the awarded tenderer within a certain period, and the expenses shall be included in the total price of the tender (the period shall be specified by the Entity):
- (2) Responsible by the Entity.
- (3) Covered by another tender.
76. A supplier is prohibited from participating in tendering, being awarded or sub-contracting, or assisting tenderers in this procurement in case that any of the following circumstances occurs to the supplier:
- (1) Where the supplier has provided planning or design services to the Entity, and this procurement is resulted from such planning or design;
- (2) Where the tender documentation of this procurement has been prepared by the supplier for

the Entity;

- (3) Where the supplier provides tender evaluation service to the Entity for this procurement;
- (4) Where the supplier knows, by fulfilling a contract with the Entity, a certain information which is unknown to other suppliers or should be kept secret, and the supplier can be benefited in winning the award by taking advantage of the information;
- (5) Where the supplier also provides professional management service to the Entity for this procurement.
- Where there is no conflict of interest or concern of unfair competition, the circumstances referred to in subparagraphs 1 and 2 of the preceding paragraph may not be applicable to the subsequent procurements after approval of the Entity (not applicable where this paragraph is not ticked). With regard to the aforementioned circumstance in subparagraph 1, it shall be subject to the conditions that the accomplishments of the previous stage of planning or design are publicized together with the tender documentation of the procurement, and that the Entity determines that there is no competitive advantage of such supplier(s) participating in the previous stage.

77. A complete set of the tender documentation includes: (multiple choices may apply; The tender notice published on the Government e-procurement system is part of the tender documents, not attached respectively)

- (1) Tender and Contract Documents °
- (2) Instructions to Tenderers.
- (3) Price List of the Tender.
- (4) Statement of the Tenderer.
- (5) Contract Terms
- (6) Specifications of this procurement.
- (7) For technical service or construction work, supplier's statement in relation to "Possible Legal Obligation for Supplier Participating in Public Construction" (amended by the Public Construction Commission by its later dated January 13, 2012)
  - Statement 1
  - Statement 2 (for a professional engineer of a professional engineering consulting company)
  - Statement 3 (for a full-time engineer of a construction company)
  - Statement 4 (for a field director of a construction company)
- (8) Information service procurement, estimation table for information service cost.
- (9) Others (specified by the Entity, optional): Tender Selection Guidelines, Authorization Letter & WRA tender cover page

78. Tenderers shall, in accordance with the requirements, fill out (do not use a pencil) and submit the "Documentation for Invitation, Tendering and Contract", "Price List of the Tender" attached to the tender documentation, together with the qualification, specification and other specific documentation required by this tender documentation, by sealing up all documentation in an envelop. Provided that the tender document is submitted in one-step but opened in multi-steps, the tender document in each step shall be sealed up with a separate envelop, then put all envelops into one large envelop to submit. All inside and outside envelops shall be marked with the name of tenderer, address, and number of the procurement or subject of the tender. In order to conserve resources, it is suggested to use double-sided printing for documentation of tender, contract and contract performance.

Unsuccessful suppliers have the property right and copyright of the unsuccessful tenderer. Our entity shall obtain suppliers' consent to use them free of charge or use within the scope agreed by both parties after the payment is made by our entity.

79. The tenders shall be submitted before [time], [month], [day], [year] by postal delivery, personal delivery or electronic submission to the following receipt address or website:

■(1) 40873 Secretariat Office, 1 Fl, No. 501, Sec. 2, Liming Road, Nantun Dist., Taichung City

□(2) 10651 Secretariat Office, 11F., No. 41-3, Sec. 3, Xinyi Rd., Da'an Dist., Taipei City

80. For suppliers downloading the tender documentation electronically, the tender shall be submitted with a evidence of receiving the tender documentation electronically. It is also allowed to submit such evidence requested by the Entity after tender opening.
81. For matters not provided for herein shall be governed by the Act and the relevant regulations.
82. Other Instructions (to be prescribed in the tendering documentation by the Entity itself, pursuant to related laws and regulations. For instance: joint tendering, turn-key contract, alternative proposal, awarded by price preference to a local supplier, the evaluation procedures for the most advantageous tender, or rules for the procurement of environmental protection products by preference.):
- (1) Because relevant administrative work has not been completed for the cost and project scope of this case, the supplier shall unconditionally adjust its design results according to the funds and scope of the project after tender awarding. The design cost and construction period shall conform to the contract.
  - (2) The term “joint tendering” in this procurement case refers to ■ joint tendering of different trades ■joint tendering of the same trade (foreign members only)
  - (3) Members of joint tendering shall not submit additional tender for the same procurement or be members of another joint tendering. The tenderers shortlisted in Stage 1 shall not change their members in Stage 2.
  - (4) In Stage 1, Joint tenderers shall attach the notarized or certified original “Agreement of Joint Tendering” jointly named by responsible persons of all members or their agents, which sets out the following items and shall be included in the contract upon winning:
    - (4-1) The tendering number, subject name, entity name, name, address, and telephone number of all members of joint tendering, and their responsible persons.
    - (4-2) Representative tenderers and representatives of joint tendering, and their rights and responsibilities.
    - (4-3) The projects undertaken by each member and their proportions of the contract amount
    - (4-4) Joint and several liabilities as well as performance responsibilities of all members after winning.
    - (4-5) The method to apply for (receive) the contract price, items, and amount.
    - (4-6) In the event of bankruptcy or other serious circumstances which make it impossible for the members to continue to perform the contract jointly, they agree that all rights and obligations of the contract shall be accepted by other members or by another supplier.
    - (4-7) Other matters stipulated in the tender documents.
  - (5) The “Agreement of Joint Tendering” shall be in Chinese, except foreign tenderers may write in a foreign language with notarized or certified Chinese translation attached.
  - (6) Tenderers are required to dispatch people to the designated place of tender opening at the time stipulated in the tender documents, for explanation, price-reduction, price-reduction competition, negotiation, and change of original quotation or re-quotation as stipulated in Articles 51, 53, 54 or 57 of this Act. Failure to do so is deemed to give up.
  - (7) The Chinese version of the tender documents shall prevail, and the English translation is for reference only.
  - (8) The tendering entity of this tender is Water Resources Agency of Ministry of Economic Affairs, the signing entity is Water Resources Agency of Ministry of Economic Affairs, the contract executing entity is the Fifth River Management Office of the Water Resources Agency; the tenderers shall agree that all results of the design competition shall be transferred to the Fifth River Management Office of the Water Resources Agency after signing the contract.
83. The telephone number, facsimile number and address of the Procurement Control Unit for receiving accusation of this procurement:

- (1) Name and Tel No. of the agency to respond to all questions and disputes raised by tenderers:  
Secretariat Office of the Water Resources Agency, Ministry of Economic Affairs (TEL: 02-37073009 or 04-22501404)
- (2) Units dedicated to acceptance of whistleblowing:
- A. For any violation of laws and regulations by the agency, please report to the authority by delivering a letter to PO Box No. 7, 47th Branch, Taichung or calling at 04-22501578.
  - B. The Control Unit of MOEA(Address: No. 15, Fuzhou St., Zhongzheng Dist., Taipei City100, TEL: 02-23971592; Fax No.: 02-23971593 )
  - C. The whistleblowing hotline of the Investigation Bureau, Ministry of Justice (Address: No. 74, Zhonghua Rd., Xindian Dist., New Taipei City231; Xindian Mailbox P.O.Box 60000; TEL: 02-2917777; Fax No.: 02-2918888)
  - D. The whistleblowing hotline of Taichung City Field Office (Address: No. 525, Yingcai Rd., West Dist., Taichung City403; Taichung City Mailbox P.O.Box 60000;TEL: (04)23038888 )
  - E. The whistleblowing hotline of Taipei City Field Office (Address: 106 No. 176, Sec. 2, Keelung Rd., Da'an Dist., Taipei City ;Taipei City Mailbox P.O.Box 60000;TEL (02)27328888)
  - F. The Control Unit of Central Government (Address: 9F, No. 3, Songren Rd., Xinyi Dist., Taipei City 110 TEL: 02-87897548; Fax No.: 02-87897554)
- (3) Units dedicated to accepting complaints: Public Construction Commission Executive Yuan (Address:9F., No. 3, Songren Rd., Taipei City 110 TEL: 02-8789-7530 FAX: 02-87897514.)
84. The whistleblowing hotline of the Agency the Against Corruption of Ministry of Justice at 0800-286-586  
Mailbox: 10099 Academia Historica Post Office PO Box 153  
Facsimile number: (02)2381-1234  
E-mail address: gechief-p@mail.moj.gov.tw  
Address: No. 166, Bo'ai Rd., Zhongzheng Dist., Taipei City 10048, Taiwan (R.O.C.)

## Agreement of Joint Tendering

The undertaking members (hereinafter “Joint Tenderers”) of this Agreement of Joint Tendering are as follows:

(Name of Tenderer) (hereinafter referred to as “First Member”),

(Name of Tenderer) (hereinafter referred to as “Second Member”),

(Name of Tenderer) (hereinafter referred to as “Third member”)

(Total number of members shall not exceed the maximum number stipulated in the tender documentation)

The Joint Tenderers have agreed to the joint-tendering of the **“HooWave Resilient Township & Waterfront Landscape Design and Construction Supervision” commissioned service project** issued by the **Water Resources Agency** (hereinafter referred to as “the Entity”), and the following terms and conditions:

1. The Joint Tenderers agree that (Name of Tenderer) shall act as the Representative Tender of the Joint Tenderers, and the responsible person of the Representative Tenderer shall act as the Representative of the Joint Tenderers. They shall be responsible for communicating with the Entity. Any action signed by the Representative Tenderer for the Joint Tenderers shall be deemed as the action of the Joint Tenderers. Notifications made by the Entity to the Representative Tenderer shall have the same effect as notifications made to all members of the Joint Tenderers.
2. Major contractual items undertaken by each member:  
First Member: \_\_\_\_\_ 、 Second Member: \_\_\_\_\_ 、  
Third Member: \_\_\_\_\_
3. Ratio of contractual amount by each member:  
First Member: \_\_\_\_\_% 、 Second Member: \_\_\_\_\_% 、 Third Member: \_\_\_\_\_%
4. Each member shall assume the joint and several liability of the contract after awarding.
5. All members agree that in the event of bankruptcy or other major circumstances of a member, that lead to incapability to jointly fulfill the said contract by the member, the contractual rights and obligations of the member shall be undertaken by other members or by another party selected by other members.
6. The Joint Tenderers agree that payment of the contract amount shall be made by one of the following means (check an appropriate box)  
 (1) Invoices and related documents issued by each member shall be presented by the Representative Tenderer for payment.  
 (2) Invoices and related documents issued by each member shall be presented by each member for payment. The amount and the subject of contract for the respective members are as follows:  
First Member: \_\_\_\_\_ 、 Second Member: \_\_\_\_\_ 、  
Third Member: \_\_\_\_\_
7. This Agreement shall be included in the contract after awarding. If the contents of the Agreement do not comply with the contract, the contents of the contract shall apply. The contents of the Agreement shall not be amended without prior consent of the Entity.
8. This Agreement shall be effective upon being signed and sealed by the responsible person or his/her proxy of each member, and being notarized or certified by court or notary public.
9. Other matters (optional):

Name of First Member:

Responsible Person(or proxy):

Address:

Tel:

Name of Second Member:

Responsible Person(or proxy):

Address:

Tel:

Name of Third Member:



## Copyright License Agreement

The tenderer named hereunder intends to enter the tender for **Water Resources Agency's project - "HooWave Resilient Township & Waterfront Landscape Design and Construction Supervision"** (hereafter referred to as the Agreement), and hereby certifies the following matters:

1. The Water Resources Agency (hereafter referred to as WRA) as well as agencies, institutions, organizations or legal persons designated by WRA are authorized to free reproduce the works free of charge, such as written description, photos, pictures, records, images, competition drawings, models, animation and other information (including but not limited to Service Proposal) related to the project planning proposed in Stage 1 and Stage 2 evaluations, and use the original or reproduced works for public display, public presentation, release or non-profitable purposes favorable for publicity and execution of this case.
2. In addition to free use provided in paragraph 1, for the same publicity purposes, the contractors agree to attend activities of this case, make explanations or take other necessary actions to publicize this case, together with WRA and its designated units or legal persons.
3. The contractor hereby represents and warrants that the authorization in Paragraph 1 does not infringe the intellectual property rights of any third party and that any dispute arising from this case shall be borne by the contractors and has nothing to do with WRA or WRA's designated agencies, institutions, organizations or legal persons. In case of infringement of copyright of others, the contractors will bear all legal responsibilities.

Signed by

\_\_\_\_\_  
(Name of the tenderer)

\_\_\_\_\_  
(Signature or seal by the person in charge)

Tenderer's  
seal

MM/DD/YY

**(This agreement shall be examined by the members of the tenderer and put in Stage 1 and Stage 2 Service Proposals for submission together)**

**Identity and Relationship Disclosure Forms for Public Servants and their Related Persons As Required by Paragraph 2 of Article 14 of the Act on Recusal of Public Servants Due to Conflicts of Interest**

**【A.Ex-ante Disclosure】 :**

**To be completed by public servants or their related persons**

(The public servant or his/her related person and the institution where the public servant serves or the institution under his/her supervision shall disclose their identity or relationship in the application form or tender document voluntarily before the subsidy or service is provided.)

※ **The public servant or his/her related person for whom the service or subsidy is provided is required to complete the following forms. The subject who is neither a public servant nor a related person does not have to complete the following forms.**

Form 1:

Name of the project involving the service or subsidy:	Project No.: (No required if Project No. is not assigned)
The subject for whom the subsidy or service is provided under the project is a public servant or his/her related party.	
<input type="checkbox"/> Public servant (A person ticking the checkbox here does not have to complete Form 2.) Name: _____ Institution where the public servant serves: _____ Title: _____	
<input type="checkbox"/> Person related to the public servant (A person ticking the checkbox here is required to complete Form 2 continuously.)	

Form 2:

Public servant Name: _____ Institution where the public servant serves: _____ Title: _____			
Related person ( a natural person): Name _____ Related person (a profit-seeking enterprise, a nonprofit corporation or a non-corporate organization): Name _____ Unified Business No. _____ Name of its representative or manager _____			
<b>The relationship between the public servant and the person related to him/her is provided by one of the subparagraphs in Paragraph 1 of Article 3 of the Act.</b>			
<input type="checkbox"/> Subpar. 1	The spouse of a public servant, or a family member living together with the public servant		
<input type="checkbox"/> Subpar. 2	A relative of a public servant by the second degree of kinship	Appellation:	
<input type="checkbox"/> Subpar. 3	A trustee of the trust property consigned by a public servant or his/her spouse	Name of trustee:	
<input type="checkbox"/> Subpar. 4 (Please complete the items a, b and c by ticking a proper checkbox respectively.)	a. Please tick a proper checkbox to indicate the nature of the related person. <input type="checkbox"/> Profit-seeking enterprise <input type="checkbox"/> Nonprofit corporation <input type="checkbox"/> Non-corporate organization	b. Please tick a proper checkbox to indicate his/her position or status. <input type="checkbox"/> A public servant <input type="checkbox"/> The spouse of a public servant, or a family member living together with the public servant Name: _____ <input type="checkbox"/> A relative of a public servant by the second degree of kinship Appellation of the relative: _____ (such as	c. Please tick a proper checkbox to indicate his/her title. <input type="checkbox"/> CEO <input type="checkbox"/> Director <input type="checkbox"/> Independent director <input type="checkbox"/> Supervisor <input type="checkbox"/> Manager <input type="checkbox"/> Other equivalents: _____

		daughter-in-law, son-in-law, older sister-in-law, younger sister-in-law, brother-in-law and sister-in-law) Name: _____	
<input type="checkbox"/> Subpar. 5	A key person recruited from a public servant	Institution where the key person serves: _____ Title: _____	
<input type="checkbox"/> Subpar. 6	An assistant of an elected representative of any of democratic bodies and works at all levels	Institution where the assistant serves: _____ Title: _____	

Signature or seal by the person completing these forms:

(In case the person filling out these forms is a profit-seeking enterprise, a nonprofit corporation or non-corporate organization, both the enterprise/corporation/organization and the person in charge of the enterprise/corporation/organization shall also affixed their seals herein.)

Remarks:

Date of filling out these forms: (YYYY)(MM)(DD)

This document is submitted to:

**※Instructions for filling out these forms:**

1. Please fill out Form 1 first to identify whether the subject for whom the subsidy or service is provided is a public servant or a person related to a public servant.
2. When the subject for whom the subsidy or service is provided is a public servant, Form 2 is not required. When the subject for whom the subsidy or service is provided is a person related to a public servant, Form 2 must be completed.
3. In Form 2, please provide basic information of the public servant and the person related to him/her, and choose the relationship between the public servant and the person related to him/her based on the subparagraphs in Paragraph 1 of Article 3 of the Act.
4. In case of any other matters to be recorded, please specify in Remarks.
5. Please provide the name of the project involving the service or subsidy. The person filling out these forms is the public servant or the person related to him/her. The public servant or the related person must affix his/her signature or seal in the signature box and provide with the date of filling out these forms.

**※Relevant regulations:**

Act on Recusal of Public Servants Due to Conflicts of Interest

Article 2

The term "Public Servant" referred to in this Act means the following persons:

1. President and Vice President of the R.O.C.;
2. Heads, deputy heads, chiefs of staff, deputy chiefs of staff, and equivalents of the government agencies (entities) at all levels and headquarters and branches of the state-owned enterprises;
3. Administrative officers;
4. Presidents and vice presidents of public schools, military and police academies/schools, and reformatory schools, and heads and deputy heads of entities affiliated with them, if any;
5. Elected representatives of democratic bodies and works at all levels;
6. Directors, supervisors and equivalents representing the government or the state-owned shares in private juristic entities;
7. Directors, supervisors, heads, CEOs and equivalents of public juristic entities;
8. Chairmen of the board, CEOs, secretary-general and equivalents of the juristic entities donated by governments;
9. Judges, prosecutors, war-time military judges, enforcement officers, judicial associate officers, and prosecutor investigators;
10. Chief officers and deputy chief officers above the rank of colonel in the military agencies (entities) at all levels;
11. Chief officers in charge of public works, civil engineering management, urban planning, ethics, accounting, audit and procurement of governments and agencies (entities) at all levels, state-owned entities, public schools, military/police academies/schools, reformatory schools and affiliated entities thereof at all levels;
12. Other personnel authorized by the Executive Yuan together with the competent governments/ministries to apply the Acts due to the special nature of their functions.

The persons who perform functions on behalf of the public servants referred to in the preceding paragraph pursuant to laws shall be identified as the public servants defined herein when they perform said functions.

Article 3

The term "related persons of a public servant" referred to in the Act is hereby defined as follows:

1. The spouse of a public servant or the family members living together with the public servant.
2. Relatives of the public servant by the second degree of kinship.
3. Trustees of the trust property consigned by the public servant or his spouse, unless it refers to the compulsory trust required by laws.
4. Any profit-seeking enterprise, non-profit-seeking juristic person and non-juristic entity in which the public servant and the persons specified in above subparagraph 1 and 2 hold the post as CEO, director, independent director, supervisor, manager or equivalents, unless they are the representatives appointed or selected by the government entities or state-owned shareholders or retained by the government entities.
5. Key persons recruited from public servants.
6. Assistance of elected representatives of democratic bodies and works at all levels.

The assistants referred to in the preceding subparagraph 6 mean the state-financed assistants of elected representatives of democratic bodies and works at all levels, or their assistants enrolled into the assistant

association and other assistants under supervision by them.

#### Article 14

A public servant and his related persons shall not conduct transactions such as subsidizing, sales, lease, contracting, or other transactions conducted with consideration with the organ with which the public servant serves or the organs under his supervision, unless in any one of the following circumstances:

1. The procurement carried out by public notice under the Government Procurement Act or pursuant to Article 105 of the same Act;
2. The property right in interest created for the procurement, sale by tender, lease by tender or tender solicitation carried out by public notice in a fair competitive manner pursuant to laws;
3. Subsidy requested in the legal capacity under laws; the subsidy to the public servant's related person in an open and fair manner pursuant to laws, or the subsidy which might be against the public interest if it is prohibited and is granted subject to the competent authority's approval;
4. The subject matter of the transaction is provided by the organ with which the public servant serves or the organs under his supervision, and traded at the official price;
5. The lease, acquisition, discretionary management, improvement and utilization of national non-public real estate requested by the state-owned enterprise in order to execute the national construction projects or public policies, or for the purpose of public welfare;
6. The subsidy and transaction under the specific amount.

The public servant or his related person and the organ with which the public servant serves or the organs under his supervision shall disclose their identity or relationship in the application forms or tender submissions voluntarily, before rendering the subsidy or engaging in the service referred to in the subparagraphs 1~3 of the preceding Paragraph. Upon rendering the subsidy or engaging in the service, the organ shall disclose his identity and relationship altogether voluntarily, unless the subsidy is requested in the legal capacity pursuant to laws as referred to in the subparagraph 3 of the preceding Article.

The disclosure referred to in the preceding paragraph shall be accessible by the public online or in any other manner.

The specific amount referred to in the subparagraph 6 of Paragraph 1 shall be determined by the Executive Yuan together with the Control Yuan.

#### Article 18

Those in violation of Paragraph 1 of Article 14 herein shall be punished in the following manners:

1. For the transaction amount not more than NTD 100 thousand, a penalty between NTD 10 thousand and 50 thousand shall be imposed.
2. For the transaction amount more than NTD 100 thousand but not more than 1 million, a penalty between NTD 60 thousand and 500 thousand shall be imposed.
3. For the transaction amount more than NTD 1 million but not more than 10 million, a penalty between NTD 600 thousand and 5 million shall be imposed.
4. For the transaction amount more than NTD 10 million, a penalty between NTD 6 million and the amount of the transaction shall be imposed.

Said transaction amount is defined according to a contract or a verifiable price, provided that where the post-settlement amount is higher than the original amount, the settlement amount shall apply.

Those in violation of Paragraph 2 of Article 14 herein shall be imposed a penalty of between NTD 50 thousand to 500 thousand, and may be fined per violation.

**Statement 1 (To be attached to the tender submitted)**

We, \_\_\_\_\_, intend to tender for “HooWave Resilient Township & Waterfront Landscape Design and Construction Supervision” under the service project organized by Water Resources Agency, MOEA and have fully understood and agreed to comply with the laws and regulations in terms of the responsibilities assumed by a tenderer, including criminal, civil and administrative responsibilities.

Affiant

Tenderer: (Seal to be affixed)

Person in charge: (Seal to be affixed)

(YYYY)(MM)(DD)

**Statement 2 (To be attached to the tender submitted)**

I, \_\_\_\_\_, have been employed by (the engineering consulting company, i.e. a tenderer) to be a professional engineer for “HooWave Resilient Township & Waterfront Landscape Design and Construction Supervision” under the service project organized by Water Resources Agency, MOEA and have fully understood and agreed to comply with the laws and regulations in terms of the responsibilities assumed by a professional engineer, including criminal, civil and administrative responsibilities.

Affiant

Professional engineer: (Seal to be affixed)  
(YYYY)(MM)(DD)