

Tender Document 3

ROC Water Resources Agency of MOEA Commissioned Contract for Planning, Design and Construction Service

Issued by Letter No. 2016-6-8-Ching-Shui-Kong-Tzi No. 10505134750

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Contractors: Principal: ROC Water Resources Agency of MOEA
(Hereinafter referred to as Party A)

Trustee: __ (Hereinafter referred to as Party B)

Whereas, in the proceedings of the **【Stitching Planning, Design and Construction of Huwei Resilient Town Waterfront】** Case (Hereinafter referred to as the Case) , Party A and Party B agree to observe the Commissioning Contract hereof with terms and conditions developed as follows.

Article 1 Contract and Validity

1. The Contract contains instruments as follows:
 - (1) Tender document and its amendments or supplements.
 - (2) Bid document and its amendments and supplements.
 - (3) Award document and its amendments and supplements.
 - (4) Terms and Condition, Annexes and amendments and supplements.
 - (5) Performance document or data submitted pursuant to the Contract.
2. Contract document includes original forms or copies presented in written, voice recording, video recording, photograph, microfilm, electric digital data or samples.
3. Any inconsistency of a variety of documents contained in the Contract herein is subject to the following principle, unless otherwise specified:
 - (1) The bidding notice referred in the Tender Document and the terms and conditions of Contract herein take priority among the supplementary terms and conditions to the rest of documents in the Tender Document; however, except for any

special statements made in such additional terms and conditions.

- (2) The content of tender document takes priority to that of bid document, except for the content of bid document that Party A verified to be ahead of that of tender document. The content of Bid Document shall prevail in the case that Party B is allowed to present special statement in Bid Document, and accepted by Party A in the review.
 - (3) The document that Party A verified earlier takes priority to that Party A verified latter.
 - (4) Map with bigger scale takes priority to that with smaller scale.
 - (5) The content of awarding record takes priority to that of opening bid or price negotiation records.
 - (6) In documents with the same priority, any inconsistent part thereof that is favorable to Party A shall prevail in that is classified to be Party A, and vice versa.
 - (7) Any part of content differentiated between the Annexes to this Contract, Party B's documents in this Contract and the terms and conditions in this Contract shall be invalid except those parts that are more favorable to Party A.
 - (8) In the Price List of the Tender Document, item name, specification, quantity present better than the content of rest of documents thereof.
4. All regulations in the Contract hereof shall be supplemented with each other, where Party A and Party B negotiate and solve any uncertain part pursuant to fair and reasonable principle. In case of any dispute, it shall be subject to the regulations set forth in the Government Procurement Act (hereinafter referred to as the Procurement Act).
5. Contractual texts:
- (1) The texts in the Contract hereof shall be in Traditional Chinese, except for the following cases that are in foreign languages:

1. Figures and illustrations presenting unique technology or materials.
2. Documents presented by international organization, foreign government or its authorized institution, Association or Chamber of Commerce.
3. Others that Party A recognize mandatory.

Documents adopting foreign languages shall be attached with Traditional Chinese translation, except that both Parties agree for free of the same.

- (2) Traditional Chinese content shall prevail in the case of inconsistency between any texts in the Contract and the meaning in foreign languages, except for qualification documents. Party who provides translation shall be liable for any damages caused by error of translation.
 - (3) Application, report, consent, instruction, approval, notice, interpretation and other expressions from similar behaviors referred in this Contract shall be in Traditional Chinese in written way, unless otherwise specified in the Contract or consent given by parties. Written delivery shall be served by face to face signature, mailing, fax or electric data transfer to given personnel or premise.
6. Measuring unit used in this Contract shall be subject to legal one, unless otherwise specified.
 7. Any subject matters in this Contract that violate laws and regulations or failed in performance shall be invalid; however, except for above part, the validity of the rest which confirms this Contract shall not be affected. Invalid parts shall be changed pursuant to the given purpose by Party A and Party B if necessary.
 8. This Contract shall be executed in 2 original forms by both parties' representatives or their authorized party, where Party A and Party B retain each of them, paying the Stamp Tax pursuant to the Stamp Tax Act respectively. Party A, Party B and relevant authorities, agencies shall retain a total of 8 copies respectively. In case of any error in the transcripts, original form shall prevail.

Article 2 Target of Performance

1. Subject Matters processed by Party A (specified by Party A during tendering stage; no need to fill out if none of above):
2. Object payable to Party B and works: For details, please refer to Works specified in the Annex, Party A's Tender Document, Instructions on Commissioned Service Plan and Service Proposal to Party B and so on.
3. Others: _____ (As specified by Party A during tendering stage; Party A shall pay extra fee if services were provided by Party B)

Article 3 Payment of Prices in the Contract

1. Way of Settlement of prices in the Contract:
 - (1) If the target of performance is involved in the feasibility research (as specified by Party A's choice of one):
 - Total package price method
 - Service cost plus public fee method
 - Remuneration by month, day or hour
 - (2) If the target of performance is involved in overall planning stage (as specified by Party A's choice of one):
 - Total package price method
 - Percentage by construction fee method
 - Service cost plus public fee method
 - Remuneration by month, day or hour
 - (3) If the target of performance is involved in design (as specified by Party A's choice of one):
 - Total package price method
 - Percentage by construction fee method
 - Service cost plus public fee method
 - Remuneration by month, day or hour
 - (4) If the target of performance is involved in supervision (as specified by Party A's choice of one):
 - Total package price method
 - Percentage by construction fee method
 - Service cost plus public fee method
 - Remuneration by month, day or hour

- (5) If the target of performance is involved in the rest of services in the foregoing term, Party A shall pay extra fee (as specified by Party A's choice of one):
- Total package price method
 - Service cost plus public fee method
 - Remuneration by month, day or hour
2. Fee calculation method: Total package price method: service fee is fixed by post or agreed by negotiation while awarding the bid, i.e., NT\$ 51,000,000.00, wherein overall planning service fee NT\$18,000,000.00 and design supervision fee NT\$33,000,000.00. (Refer to the Annex to this article for details)

Article 4 Aligning Contractual Price

1. In case that the result in the acceptance stage is incompatible with terms and conditions hereof without hindering safety and user needs, *neither* declining usual effect nor expected effect as contracted herein, with which Party A considered not necessary for removal and replacement or doing the same with difficulty, such subject shall be accepted with price reduced, if necessary.
2. Service items which were accepted by price reduction shall execute reduction of contractual price on incompatible item subject by 100% with triple times the reduced amount as the penalty. The total amount of reduced price and penalty shall be subject to the total contractual price for the said item. For the contract with total price paid off, in the case of items or quantity uncovered in the Price List and are formulated to be the work of Party B or supplied by or a mandatory task of Party B to fulfill the contract, Party B remains to be the party taking supplying or working responsibility without price incremental request.
3. Unless otherwise specified, the contractual prices include all taxes and premium of mandatory insurance payable to Party B and his staffs pursuant to Party A's national laws and regulations.
4. Party B takes sole responsibility of paying off taxes levied by other countries or regions other than that of Party A.
5. During performance of the contract, Party B's contractual price

may be adjusted in occurrence of one of the following act of government leading to increase or decrease of the price:

- (1) Increase or change by government laws and orders.
- (2) Increase of change of taxes or regulatory fees.
- (3) Change by government post, public regulation or control fee.

6. Party A shall pay any extra fee in addition to the performance cost for the foregoing cases belonging to the act of Party A's national government; any decreased part from the performance cost shall be deducted from the contractual price; contractual price shall not be adjusted in case of the increase or decrease of performance cost caused by other countries' act.
7. During performance, unless otherwise specified herein, contractual price shall be adjusted upon any following cases not attributable to Party B and approved by Party A upon review:
 - (1) Design requires change upon approval.
 - (2) Extra supervision beyond the work deadlines referred in the Technology Service Contract or Engineering Contract required and relevant fees.
 - (3) Service fee of second tender after amendment of the Tender Document.
 - (4) Fees related with drawing, submittal for review, drawing review in the design report beyond the scope of contract.
8. The manpower of supervision stationed by Party B during the term of the Engineering Contract shall be subject to the "Notices of Supervision by the Water Resources Agency, MOEA" and the Contract; both Parties shall increase supervision fee based on proportions or agree on it additionally for any extra part.
9. Unless otherwise specified in the Contract herein, any prices that haven't been agreed during the period of extra supervision service due to reasons not attributable to Party B shall lead to increase of supervision service fee by the following formula (as specified by Party A by his selected one while tendering):
 - Party A: (The number of days beyond the 'work term in the

Engineering Contract' - the number of increased days due to reasons attributable to Party B)/ The number of days beyond the work term in the Engineering Contract * (supervision service fee) * (the number of supervisors during the increase/the number of supervisors as referred in the Contract)

The work term in the Engineering Contract: It refers to the total days of work term as specified in the Contract for supervision of every engineering work.

Party B Formula based on service cost plus public fee:

The person/month increased by actual cases is given with both agreed salary and administrative fee; for the part less than a month, the fee is calculated by the proportion.

10. Party B's supervisors shall cooperate to abide by actual requirements of the construction site developed by contractors and shall deploy manpower on their own for the project without violating regulations including but not limited to the Labor Standard Act.

Article 5 Payment Term of the Contracted Price

■1. Payment Term by total package pricing method (Refer to the Annex to this Article for details)

2. Payment Term by service cost plus public fee:

Attach payment coupon pursuant to the actual progress in the approved work.

Others: Payment by the Organizer Unit with agreed terms and conditions.

3. Remuneration by month, day or hour:

Payment against attached coupon pursuant to the Schedule in Annex 3 of Article 3, Technology Service Fee Breakdown for Public Engineering Work, and actual attendance rate.

Others: Payment by both agreed terms and conditions.

4. In case of Party B's performance meeting one of the following conditions, Party A shall suspend payment of contractual price until the said condition ceases:

- (1) Actual progress of performance delays by up to 20% above due to reasons attributable to Party B.
 - (2) The performance has defects and with improvement notice given but such defects remain without improvements.
 - (3) Default of performance remains the same with notices given.
 - (4) Party B's staff incompetency remains with dismissal and recruitment notices given.
 - (5) Other violence of laws, orders or the contract herein.
5. Salary index adjustment: None.
 6. In the case of total contractual price being approved to reduce, item price of every element shall be adjusted against the arranged or agreed manner (for example, the reduced amount is only deducted from some items); in the case that the way of adjustment was not arranged or agreed, if the price of every item quoted by Party B remains unreasonable, these prices quoted by Party B are deemed as been adjusted by the same reduction ratio (Awarding amount/awarding amount). In the case that the subtotal of itemized price on the quote sheet of the Bid Document is different from the Awarding amount, it shall be adjusted based on the subtotal to awarding amount ratio.
 7. Unless otherwise specified, Party B's stamp for price calculation and payment receipt is subject to the seal affixed by Party B on the Bid Document.
 8. Party B shall hire persons with disabilities and indigenous people pursuant to the People with Disabilities Rights Protection Act, Indigenous Peoples Employment Rights Protection Act and the Procurement Act. In case of any job vacancies, Party B shall arrange regular payment of differences from the subsidy and commuted ration to the Employment Fund Account specified for people with disabilities established by his addressed city or county labor authority and Employee Fund of Indigenous Peoples Consolidated Development Fund established by Indigenous Peoples Central Authority, either hiring foreigner labor to fill such

job vacancies. Party A shall post the contractor profile with domestic employees totaled to more than 100 on the E-procurement website of government for competent authorities governing labors and ingenious peoples to verify the payment of subsidy difference and commuted ration, Party A will not verify it additionally.

9. Unless otherwise specified, the total contractual price is fee required to pay for all materials, manpower, machines, equipment and performance of the contract.
10. Party B shall present electrical or paper form of uniform invoice while reimbursing the contracted price; a party who is exempted from the same shall present the receipt.
11. In the face of dispatched labor by Party B to Party A's site who reimburses with Party A at the last time, Party B shall present payment receipt copies of the contribution of labor pension, wage arrears payment fund, paid labor insurance premium, employment insurance premium, and public healthcare insurance premium for Party A's review and payment of last session.

In the last time of reimbursement with Party A, Party B who has paid performance bond and is identified to be involved in the dispatched labor can present an affidavit showing his payment of the foregoing fee for such labors (included the namelist) pursuant to the regulations for Party A's review and for the last one payment. In the case of the performance bond not yet been returned, Party B shall present receipt copies of the contribution of labor pension, wage arrears payment fund, paid labor insurance premium, employment insurance premium, and public healthcare insurance premium for Party A's review and return.

12. In the case of Party B's performance with conditions including but not limited to overdue penalty, liquidated damages, untrue behavior, incomplete performance, incompatible with terms and conditions in the Contract, overpayment or reduction of the number of subject matters in the performance, Party A shall deduct it from the payable; Party B shall be notified to pay for

any insufficient part. With performance bond, it shall be deducted therefrom.

13. If services include operator or maintenance staff for agency trainings, Party A shall formulate payment criteria for the trip, lodging and living fees of trainee except for services required for Party B himself; such fees are excluded from service fees.
14. If a subcontract is submitted to Party A in accordance with Article 67, Paragraph 2 of the Procurement Act, and Party B creates a right of pledge to the subcontractor in respect of the subcontracted portion, the payment terms contained in the subcontract shall comply with the preceding provisions (except for the provisions of Article 98 of the Procurement Act) or be agreed upon separately with Party A. The agreed upon time shall be before Party B is not in violation of the relevant provisions of the Procurement Act and is not subject to seizure by the relevant court or relevant entity.
15. Party A may engage experts to participate in the examination of all sketches, drawings, reports, proposals and other matters submitted by Party B. All other expenses (attendance fees, examination fees, travel expenses, venue fees, etc.) shall be borne by Party B, except for the attendance fees, examination fees, travel expenses and meal expenses for the design and supervision examination, which shall be borne by Party A.
16. Unless otherwise agreed in the contract, payment shall be made in accordance with the following conditions: after Party B submits the documents proving compliance with the Contract in accordance with the payment conditions, Party A shall, within 15 working days after completing the examination procedure, notify Party B to submit the invoice and make payment within 15 working days after receiving the invoice from Party B. For acceptance payment, the final payment shall be settled by Party A within 15 working days after Party B's receipt of the invoice, without interest. However, the payment period is 30 working days for those who apply to the granting authority for grant

approval.

17. When Party A is handling payment processing and audit procedures, if Party B is found to have discrepancies, deficiencies or doubts in the documents and needs to make corrections or clarifications, Party A shall notify the clarifications or corrections one at a time, without splitting up the process. The audit and payment period shall commence again on the day following the date of clarification or correction of the information; Party A shall first make payment for the undisputed and separately billable portion.
18. If Party A has delayed payment for reasons not attributable to Party B, then Party B may complain against:
 - (1) Party A's Civil Service Ethics Department.
 - (2) Party A's Supervising Agency.
 - (3) Agency Against Corruption, MOJ.
 - (4) Procurement audit team.
 - (5) The competent authority of the Procurement Act.
 - (6) Directorate General of Budget, Accounting and Statistics, Executive Yuan (if the reason for delayed payment is related to the accountant).

Article 6 Taxes and Fees

1. Items quoted in New Taiwan dollars shall include tax, including business tax, unless otherwise specified in the Tender Document. Bids by natural persons are excluded from business tax, but still include their necessary tax contributions.
2. Labor costs or royalties denominated in foreign currencies are compared with the bid prices of other suppliers after adding business taxes. However, the business tax will be deducted when the bid is decided and will be paid by Party A when the payment is made.
3. Labor or royalty income earned by a foreign supplier in Party A's home country is subject to income tax at the prevailing rate when the price is received. The above taxes will be withheld by Party A at the time of payment. However, if a foreign supplier has a

branch office or sales agent in Party A's home country or a domestic supplier issues a standardized invoice to collect the tax on behalf of the foreign supplier, the above tax shall not be withheld on behalf of the foreign supplier at the time of payment, but shall be paid by such institution, agent or supplier.

4. If Party B applies for a license in the name of Party A in accordance with the law, Party A shall bear the cost of the license. It is not included in the total amount of the Contract Price unless as set forth in the Contract Amount.

Article 7 Performance Period

1. The performance period refers to the time required for Party B to complete the performance of the subject matter of the contract: see Annex to Article 7.

(1) Planning and design section:

1. Party B shall complete the planning and design work within _____ days/months from Tender award date signing date of Party A notification date of Party A.

2. In accordance with the period set out in the preceding Item, the progress of the performance sections is as follows (the one specified by Party A during tendering stage):

■ Progress in each performance section: The period of time set forth in Article 2 and in the Annex to Article 2 of the Contract (specified by Party A during tendering stage)

- The schedule for each performance section of the Contract shall be determined by mutual agreement.

- (2) Party B's responsibility for the supervision services shall commence upon written notice from Party A and shall end upon acceptance of all work under this Contract.
- (3) In case of change of design, the date of arrival notified by Party A shall be counted.
- (4) This performance period does not include the time for

obtaining licenses and Party A's review and amendment.

2. The number of days referred to in this Contract shall be calculated on the basis of calendar daysworking days, unless they are specified as calendar days or working days.

(1) Where the calculation is based on calendar days, all days including the holidays listed in Item 2, shall be counted. However, holidays that are not known by the closing date of the Bid Document will not be counted.

(2) The following holidays shall be excluded from the calculation of working days.

1. Saturdays (except for make-up work days) and Sundays. However, if the holidays of Item 2 to Item 5 overlap with each other, no double counting is allowed.

2. Memorial days and festivals and any make-up work days in accordance with the "Implementation Regulations on Memorial Days and Holidays".

3. The holiday and make-up work day of Military Day (September 3rd) (according to the Ministry of National Defense, but only subject to the procurement case of the National Army).

4. Adjustment of holidays announced by the Directorate-General of Personnel Administration, Executive Yuan.

5. On the polling day of the national election and the holidays announced by the Central competent authorities under the Executive Yuan.

(3) On working days, if Party B wants to perform the work, the number of days should be counted towards; should be exempted from the calculation of the work period (ticked by Party A during the tendering stage, it should be exempted from the calculation of the work period if not ticked).

(4) Others: _____ (specified by Party A during tendering stage).

3. In the event that the Contract is subject to change, the number of items or quantities of the subject matter of the Contract may increase or decrease; or in the event that the change of design is not attributable to Party B, the period of performance of the part of the change or the part of the change of the design shall be increased or decreased by agreement of the Parties as necessary.

4. Extension of Performance Period:

(1) If there are any of the following circumstances during the performance period, which are not attributable to Party B and which require an extension of the performance period, Party B shall, after the occurrence or disappearance of the incident, examine the evidence and apply in writing to Party A for an extension of the performance period as soon as possible. Party A may, at its discretion, agree in writing to extend the term of performance of the Contract, without late liquidated damages. If the reason is less than half a day, it will be counted as half a day; if it is more than half a day but less than one day, it will be counted as one day.

1. The occurrence of an event of force majeure under the Contract.
2. The construction was not possible due to weather conditions.
3. Party A requests a total or partial suspension of performance.
4. Due to the change of the Contract or the increase of quantities or items of the performance subject matter.
5. Party A has not completed the work in time.
6. The progress of the contract is affected by delays in the performance of the Contract by Party A itself or by other suppliers of Party A.
7. Any other circumstances not attributable to Party B, as determined by Party A.

(2) If the occurrence of the foregoing event necessitates the cessation of performance of the Contract in whole or in part,

Party B shall resume performance of the Contract as soon as the cause of the cessation is removed. Party B shall report to Party A in writing as soon as possible the cessation and resumption of its performance.

5. Performance period:

(1) If the performance period is counted from the date specified, the date shall be counted. If the performance period starts after the specified date, the date will not be counted.

(2) If the subject matter of the performance contract must be delivered to Party A's premises within a period of time, the end of the performance period shall be the end of the period at the close of business on the day of Party A. If the day is a work day of Party A, however, Party A is closed for any reason and the original deadline is not met, the next business day of the original deadline will be substituted.

6. Both Parties agree to review the information provided as soon as it is delivered and to notify the other Party in writing immediately if any doubt was found in the information.

7. Except as set forth in the Tender Document, the Parties shall agree in writing to extend the Period for any amendments, modifications, or supplements due to factors not attributable to Party B.

Article 8 Performance Management

1. Party B shall, in accordance with the Tender Document and the contents of the Service Proposal, submit a Service Implementation Plan to Party A for approval within **20** days (as specified by Party A in the Tender Document, or 14 calendar days if not specified) , which shall include at least the project organization, work plan flow, scheduled work schedule (including the schedule for submitting various written information in phases), workforce plan (including the staffing schedule), and office space, etc. If Party A has any amendment, after Party A notifies Party B, Party B shall correct it within **10** days (as specified by Party A in the Tender Document, or 7 calendar days if not specified) and

send it to Party A for review. Party B shall submit each stage of written information in accordance with the scheduled schedule of work, and Party A shall complete the examination within **20** days (as specified by Party A in the Tender Document or 20 calendar days if not specified) after receiving each stage of written information from Party B. If the information is to be returned for amendment, Party B shall complete the amendment within the deadline given by Party A. The professional obligations of Party B under the Agreement shall not be reduced or waived by Party A's approval of Party B's written information.

2. If Party A assigns the other subjects of the Contract to other suppliers, Party B has the obligation to coordinate with the other suppliers for the smooth execution of such work. If the work cannot be coordinated, Party B should inform Party A and Party A will invite all parties to coordinate and solve the problem. If Party B fails to notify Party A or fails to cooperate, or if Party A fails to coordinate, causing errors, delays in performance or accidents, the Party responsible shall be liable and indemnified.
3. During the planning and design stage of the project, the operation and maintenance entity may provide advice related to the contractual performance subject matter to Party B through Party A. Party B shall have the obligation to coordinate and cooperate in order to ensure the smooth implementation of such work after the completion of the project. If the work cannot be coordinated, Party B should inform Party A and Party A will invite all parties to coordinate and solve the problem.
4. Before Party B accepts instructions from Party A or an organization entrusted by Party A on matters related to the performance of the Contract, it shall first confirm that such person is the authorized representative and that the matters instructed are not in excess of or in violation of the provisions of the Contract. Party B's acceptance of instructions from an unauthorized representative or instructions that exceed or violate the provisions of the Contract shall not be used to bind Party A or

to reduce or modify Party B's obligations under the Contract, nor shall Party A be liable in any way for the consequences of such instructions.

5. The failure of Party A and Party B to request the other party to perform in accordance with the Contract shall not be deemed or constitute a waiver of the right of the Party to request the other party to perform in accordance with the Contract.
6. Party B shall not disclose the contents of the Contract to any third party unrelated to the performance of the Contract without the written consent of Party A.
7. Party A's confidential information or any non-public documents, drawings, news, items or other information known to Party B during the performance of the Contract shall be kept confidential and shall not be disclosed.
8. Contract Assignment and Subcontracting:
 - (1) Party B shall not assign the Contract. Party B shall not subcontract with a supplier that does not have the ability to perform the subcontract, is not registered or established in accordance with the law, or is not allowed to participate in bidding or be the final bidder or subcontractor in accordance with Article 103 of the Procurement Act.
 - (2) Party A may review the items that Party B intends to subcontract and subcontractors.
 - (3) Party B shall remain fully responsible for the subcontractor's performance of the Contract. The same applies to subcontracts reported to Party A.
 - (4) The subcontractor shall not assign the subcontract. In the event of a violation, Party B shall replace the subcontractor.
 - (5) In the event that Party B violates the no contract assignment provision, Party A may rescind the contract, terminate the contract or forfeit the guarantee bond, and may claim damages.
 - (6) Contractor assigned with the Contract from the preceding Item and Party B shall be jointly and severally liable to

Party A for duty and compensation. The same applies to those who assign the Contract.

9. Party B and its subcontractors shall not perform the contract by employing personnel without the right to work, supplying the subject matter of the Contract from unlawful sources, using illegal vehicles or tools, providing false certification, violating the Human Trafficking Prevention Act, or committing other unlawful or improper acts.
10. If Party A foresees any defect in Party B's performance of the Contract or any other breach of the Contract, Party A may notify Party B to improve on the matter within a certain period of time.
11. Unless otherwise specified, Party B will be responsible for the temporary venue required for the performance of the Contract.
12. If Party B's employee is unsuitable for the work he/she is supposed to perform, Party A may request for replacement and Party B may not refuse.
13. Labor rights protection:
 - (1) Party B shall enter into a written labor contract for the workers it assigns to Party A to provide labor services, and shall send a copy of the contract to Party A for inspection.
 - (2) Party B shall pay wages, take out labor insurance, employment insurance, universal health insurance, and contribute to labor pensions to the workers it sends to Party A to provide labor services, and pay premiums for the aforementioned insurance and contribute to labor pensions as required by law.
 - (3) Party B shall, within **20** days after signing the Contract (the discretion of Party A to fill in the case), submit to Party A for inspection the list of employed workers (including their names, dates of birth, ID card numbers and residential addresses), a copy of the insurance information form (details) of the insured of the labor insurance, and the cut-off letter (stating that the employed

workers have been insured for labor insurance, employment insurance, universal health insurance and labor pension in accordance with the law, and that the premiums of the aforementioned insurance and labor pension have been paid in accordance with the regulations).

(4) If Party A finds that Party B has not taken out labor insurance, employment insurance, national health insurance and labor pension for the employed workers assigned to Party A in accordance with the law, Party B shall correct the situation within a certain period of time, and if Party B fails to do so, Party A shall notify the competent authority of the intended business to handle the matter in accordance with the law.

14. The scope of technical services entrusted in this case includes construction supervision. Party B should follow the provisions in "Notice on Construction Supervision from the Water Resources Agency, Ministry of Economic Affairs". The schedule for Party B to dispatch staff to stay on site during the Contract Period to continuously supervise the construction company's work in accordance with the Contract and design drawings and to check the construction company's compliance with the Contract is as follows (to be filled in by Party A at the time of tendering according to the budgeted scale and "Notice on Construction Supervision from the Water Resources Agency, Ministry of Economic Affairs"). For reasons not attributable to Party B, if the period of stay on site exceeds the number of contracted person-months in the following table, the supervision service fee may be increased in accordance with Article 4, Paragraph 8.

<u>Qualifications of Dispatchers</u>	<u>Number of people</u>	<u>Full time or not</u>	<u>During the stay at the site</u>	<u>Division of authority and responsibility</u>	<u>Contract Person-Months Number</u>
Supervisors	At least one person from each of the three work areas,	Yes	Start Date to Completion Date	In accordance with the provisions of the "Notice on Construction	24 months/person

	adjusted according to the actual scale of the project and its implementation.			Supervision from the Water Resources Agency, Ministry of Economic Affairs" and the "Division of Contractual Rights and Responsibilities for Public Works Construction Stage, Water Resources Agency, Ministry of Economic Affairs".	

15. Party B shall deliver to Party A the electronic file (e.g. CAD file) of the contract drawings after the design is completed and reviewed and confirmed by Party A.

16. Party B shall provide technical services and its actual service provider shall sign on the completed drawings and written forms. Those who are required by law to be handled by specialized occupational and technical personnel of the practice (business) shall be assigned to each such personnel and shall apply for a certification in accordance with the law. Party B shall comply with the provisions of the law for all facilities or equipment that require installation, construction or inspection by professional and technical personnel.

All drawings and documents produced by professional engineers in practice shall be signed personally by the professional engineers and be further affixed with their practice seal in accordance with Article 16 of the Professional Engineers Act. "The drawings, written forms and technician's signature that should be signed by the technician and stamped with the technician's practice seal are published on the the website of Public Construction Commission, Executive Yuan at <http://www.pcc.gov.tw/法令規章/技師法/技師法相關解釋函> in accordance with the Decree Gong-Cheng-Ji-Zi No. 09800526520 issued on December 2, 2009 by the Public

Construction Commission, Executive Yuan”

■ The scope of this contract is ■ within the implementation scope of certification of public works; □ Party A shall separately determine the scope of the certification in accordance with Article 5, Paragraph 3 of the Regulations Governing Professional Engineer Certification for Public Constructions: _____ (specified by Party A during tendering stage) and Items: _____

(specified by Party A during tendering stage). The Certification shall be issued in accordance with the following regulations.

(1) For the implementation of the Professional Engineer Certification for Public Constructions in this Contract, Party B shall submit its implementation plan for the certification within **10** days after the signing of the Contract (as specified by Party A during tendering stage, or 7 calendar days if not specified), and implement it after Party A’s approval. (The work items to be included in this implementation plan shall be determined by Party A according to the type, scale and actual needs of the project)

1. If the above implementation plan is related to design certification, then it shall include construction specifications and construction instructions, quantity calculations, estimates, design drawings and calculations, and may include ■ supplemental surveys, ■ supplemental geological surveys and drilling, ■ construction safety assessments, ■ site environmental protection monitoring and prevention, and □ other necessary items. (Ticked and specified other necessary items by Party A according to the characteristics and actual needs of the project)

2. If the above implementation plan is related to supervision certification, it shall include quality

plan and construction plan examination, construction drawing examination, material and equipment sampling, construction inspection and checking, equipment function operation test sampling and □ other necessary items. (specified by Party A during tendering stage)

- (2) A professional engineer shall certify in person and may only do so for work performed by him or under his supervision. For field work, the professional engineer should go to the field to check in person before doing so.
- (3) When conducting certification, the professional engineers shall sign the drawings, documents and certification reports prepared and stamped with the professional engineers' practice seal in accordance with Article 16 of the Professional Engineers Act. (For design certification, it shall include construction specifications and construction instructions, quantity calculations, estimates, design drawings and calculations, and may include supplemental surveys, supplemental geological surveys and drilling, construction safety assessments, site environmental protection monitoring and prevention, and other necessary items; for supervision certification, it shall include quality plan and construction plan examination, construction drawing examination, material and equipment sampling, construction inspection and checking, equipment function operation test sampling and other necessary items)
- (4) Professional engineers, when conducting certification, shall keep a record of the certification process in accordance with "Regulations Governing Professional Engineer Certification for Public Constructions". The report and record, along with all the relevant data and documents, shall be compiled into worksheets. Professional engineers shall submit the certification

report to Party A.

17. Others:

- (1) The drawings and documents submitted by Party B shall be quantified if they relate to the costs of traffic maintenance and safety and health facilities and the costs of air pollution and noise prevention facilities during the construction period.
- (2) During the contract period, Party B shall submit monthly reports to Party A before the 5th day of each month, including work items, progress of work (including description of the results completed during the month), number of workers and hours of work, abnormal conditions and countermeasures, etc.
- (3) The Tender Document prepared by Party B shall not contain any undue restriction of competition. If a specific trademark or trade name, patent, design or type, specific place of origin, producer or supplier is requested or mentioned, the reasons shall be stated in the document submitted for performance.
- (4) If it is a new building for public use, the project budget reaches NT\$50 million or more, the construction project should be accompanied by a green building certificate of qualified level or above when reporting the survey of the first floor version; the project contract stipulates that the construction company is responsible for obtaining the green building seal (if this shall be handled by Party B, Party A shall tick at Annex 1, Subparagraph 2, Item 4, Subitem 7 to Article 2 during the tendering stage), a certificate of acceptance shall be issued after the project has been accepted and the green building label has been obtained at or above the qualified level. However, the project acceptance and failed to obtain the green building label, the Party A confirmed that it is not attributable to the construction company, but still can be issued a

certificate of acceptance of the project settlement; Party B in the application for change of design, should be reviewed and applied for change of the candidate green building certificate.

- (5) If it is a new building for public use, the use group of the building meets the requirements of the Ministry of the Interior's "Application for Smart Building Label for Publicly Owned Buildings" and the project budget reaches NT\$200 million or more, in addition to meeting the requirements of the Green Building Certificate and the Green Building Label, the building project should be accompanied by the Smart Building Certificate of above the qualified level when reporting the first floor version of the survey; if the project contract stipulates that the construction manufacturer is responsible for obtaining the Smart Building Label (if this shall be handled by Party B, Party A shall tick at Annex 1, Subparagraph 2, Item 4, Subitem 9 to Article 2 during the tendering stage), a certificate of acceptance will be issued after the project has passed the acceptance and obtained the Smart Building Label of above the qualified level. However, the project acceptance and failed to obtain the smart building seal, the Party A confirmed not attributable to the construction company, but still can issue a certificate of acceptance of the project settlement; Party B in the application for change of design, should be reviewed and apply for change of candidate smart building certificate. If the building is confidential information, it is exempt from the provisions of this item.
- (6) For new buildings in public ownership, if the project budget does not reach NT\$50 million, the two indicators of daily energy saving and water resources should be passed, and Party B should undertake architects to conduct independent inspection. Party A may, if

necessary, appoint local architects' associations, professional organizations designated by the Ministry of the Interior to assess the green building label, or other means to complete the confirmation before filling out the certificate of acceptance of project settlement. However, one of the following circumstances may be exempted from the provisions of this Subparagraph:

1. Those exempted from review of building energy conservation stipulated in Article 298, Paragraph 3 of the Building Design Construction Part of Building Technology Rules.
 2. Buildings with only roofs, beams and columns, and no external walls or external wall openings with a total area greater than 2/3 of the total façade area.
 3. Miscellaneous workings as stipulated in Article 7 of the Building Act.
 4. The total floor area of the building is less than 500 square meters.
 5. The building is classified information.
 6. The Ministry of the Interior has determined that no appraisal is required.
- (7) The construction shall give priority to the self-balancing of earth and rock, followed by the self-balancing earth exchange for other projects of Party A or the earth exchange for the inter-agency neighboring projects, and finally handed over to the earth capital site for processing, and the related expenses shall be allocated according to the planned earth processing method. If the project has earthwork of more than 3,000 cubic meters or requires earthwork of more than 5,000 cubic meters, Party B shall submit a complete and detailed description of the earthwork planning and design contents and sheltering proposals in the drawings and booklet to Party A for review (the contents of the description and its application

- are as attached).
- (8) Party B shall comply with Article 52-2 of the People with Disabilities Rights Protection Act if the content of the contract involves the establishment of a website and opening it to outside users.
 - (9) When Party B examines (audits) the documents submitted by Party A's other contract suppliers in accordance with the contract, Party B shall complete the examines (audits) within 7 working days and deliver the results to Party A so that Party A can complete the review and follow up within 8 working days.
 - (10) Party B shall submit the contents of the Tender Document to Party A for review if the Tender Document requires or mentions specific trademarks or trade names, patents, designs or models, specific places of origin, producers or suppliers, or sets special technical specifications based on the characteristics and actual needs of the purchase, and explain the necessity in writing before submitting the Tender Document.
 - (11) Party B shall examine the potential hazards of the project in accordance with point 4 of the Ministry of Labor's "Guidelines for Enhancing the Occupational Safety and Health Management of Public Works", coordinate with disaster prevention measures, and, based on the needs of the project, reconcile the funding for safety and health with the "Reference Table for the Preparation of Safety and Health Items for Public Works" established by the Engineering Council and the "Reference Table for the Preparation of Occupational Safety and Health Expenses of the Water Resources Department" established by the Water Resources Department. Party B should be included in the reported monitoring plan for the supervision and verification items specified in point 12. According to point 13, during the planning and design, occupational

safety and health regulations will be provided with safety and health precautions, drawings, specifications, funding schedules and _____ (to be specified by Party A during tendering stage according to the actual needs of the case) to be included in the Tender Document and Contract of the project.

(12) For Party B's contracted projects involving supervision, except for those exempted from reporting under the "Notice on Construction Supervision by the Water Resources Agency, Ministry of Economic Affairs", Party B shall report its supervision plan for projects over NT\$1 million. The content of the supervision plan, unless otherwise specified in Party A, shall include:

1. Construction work over NT\$50 million: scope of supervision, supervision organization and division of authority and responsibility, quality plan review operation procedures, construction plan review operation procedures, material and equipment sampling procedures and standards, construction sampling procedures and standards, quality auditing, document record management system, etc.
2. Construction work over NT\$10 million and under NT\$50 million: scope of supervision, supervision organization and division of authority and responsibility, quality plan review procedures, construction plan review procedures, material and equipment sampling procedures and standards, construction sampling procedures and standards, documentation management system, etc.
3. For Construction work over NT\$1 million and less than NT\$10 million: supervision organization and division of authority and responsibility, quality plan review procedures, construction plan review procedures, material and equipment sampling procedures and standards, construction sampling procedures and standards, etc.

Construction work with electrical and electronic equipment, shall add the equipment function operation test and other sampling test procedures and standards

(13) Party B shall establish construction specifications, drawings, configuration plans and funding schedules for air pollution and noise prevention facilities in accordance with point 4 of the "Key Points for Enhancing Air Pollution and Noise Prevention Management in Public Works" of the Environmental Protection Administration (EPA), Executive Yuan, to be included in the Tender Document and contract of the project. Party B should be included in the reported monitoring plan for the air pollution and noise prevention monitoring and auditing items specified in point 10.

(14) If the budget amount of the project procurement is NT\$10 million or more, Party B shall prepare the detailed price list, unit price analysis table and resource statistics of the project budget and Tender Document in accordance with Article 3, Item 3 of the Project Price Database Operation Regulations, in accordance with the "Instructions for Itemized Coding of Public Works" and the table of itemized coding rules in each chapter established by the Engineering Council. The correctness rate of the itemized code shall be at least ___ % (specified by Party A during tendering stage, or 40% if not specified), and the correctness rate verification results shall be attached. If the correctness rate is not reached by Party A, Party B shall complete the correction work within the deadline given by Party A. If the corrections were not made before the deadline, the late liquidated damages shall be calculated in accordance with Article 13, Paragraph 1. This shall not apply if the correct rate cannot reach the previous rate because of the higher rate of the work item not in the previous rule list, and Party B has provided specific evidence or explanation, and Party

A has approved it.

(15) In order to implement the reuse of asphalt concrete excavation (planing) materials, Party B should adopt the principle of "balance between planing and use" as far as possible when handling project planning and design (for this project or inter-project use), so as to reduce the surplus asphalt concrete excavation (planing) materials. If there are still left over asphalt concrete excavation (planing) materials, according to the characteristics of the project, should visit the actual price to determine the market price and then compile the discount price. If there is no longer a market for the material, it should be properly planned where the excavated (planed) material will go, and a reasonable processing cost should be provided.

(16) If floor tiles are used in buildings or public spaces, Party B shall design them with anti-slip or wear-resistant floor tiles to prevent users from slipping and falling.

(17) Others:

1. Party A engages experts and scholars to review all sketches, designs, drawings, estimates, reports, proposals and other matters submitted by Party B. Except for the attendance fees, review fees, travel expenses and meal expenses for the design and supervision review, which shall be borne by Party A, the other related expenses (such as attendance fees, review fees, travel expenses, venue fees, meal expenses, etc.) shall be borne by Party B.
2. Party B will be responsible for the costs associated with the local briefing sessions.
3. If there is any change in the organization members assigned by Party B for master plan, design and construction, Party A's consent shall be obtained first.

Article 9 Quality Control of Performance Subject Matter

1. Party B shall, in the performance of the Contract, strictly control the quality of planning, design and supervision in accordance with the relevant specifications of the Contract, and conduct independent inspection. This project commissioned technical services. For example, if the designer is included, Party B for the design should meet the purpose of energy saving, reduce greenhouse gas emissions, environmental protection, resource conservation, economic and durable, and take into account the landscape, natural ecology, living aesthetics and gender, physical and mental disabilities, elderly, children and other user-friendly environment.
2. If Party A finds that the quality or progress of Party B's performance does not meet the requirements of the contract during the period of Party B's performance, Party A may notify Party B to improve or rectify the situation within a certain period of time. If Party B is late, Party A may, in addition to deducting punitive damages, require Party B to cease performance of the contract in part or in whole until Party B has completed the contract and Party A has agreed in writing to resume performance. Party B may not seek an extension of the performance period or compensation for this purpose. Penalty deductions may be applied in accordance with Subparagraph 4 of this Article.
3. Party B shall not relieve or reduce its obligations or liabilities under the Contract by reason of Party A's examination, inspection, testing, approval, examination, functional verification or approval.
4. Party A shall apply for punitive liquidated damages for quality deficiencies against the commissioned supervision supplier or the commissioned project management supplier in accordance with the inspection of construction inspection team established under Article 70 of the Procurement Act, or the supervision results of Guidelines for Construction Supervision Procedure of Water Resources Agency, Ministry of Economic Affairs. Party B should pay Party A for the punitive liquidated damages; if Party B fails

to pay the punitive liquidated damages, Party A may deduct the amount from the price payable; if the amount is insufficient, Party B may be notified to pay it or deduct it from the guarantee bond. The total amount of punitive liquidated damages for defects in quality shall be capped at 20% of the total contract price.

5. If the Party B's dispatchers listed in Supervision Manpower Plan in Subparagraph 14 of the preceding Article do not show up for work in accordance with the Contract, in addition to deducting the wages of the employees who should have shown up for work on that day in accordance with the contract amount, 2 points shall be deducted from each person per day. The total amount of punitive liquidated damages shall be capped at 20% of the total Contract Price.
6. Party B's architects, technicians, or other personnel who are required by law or Contract to be present to perform their duties, and the circumstances under which they are required to be present and the handling of their failure to be present are as follows: If a person fails to appear for the performance of business in more than two of the following cases, the punitive liquidated damages shall be calculated separately or shall be calculated at the higher of the cases (as specified by Party A during the tendering stage; calculated separately if not specified), which is capped to a maximum of 20% of the total Contract Price.
 - (1) Those should be present on site to explain after notice from Party A if the planning and design implementation plan involves the current status investigation, boundary appraisal, site survey, various stages of explanation meeting and examination meeting. Handling of non-attendance:
2 points will be deducted per person unless otherwise specified in the Contract.
 - (2) Those should be present on site to explain and help with the inspection during construction inspection, preliminary

inspection, acceptance and re-inspection. Handling of non-attendance:

2 points will be deducted per person unless otherwise specified in the Contract.

- (3) Those who should be present on site to explain and cooperate with the construction inspection team at the time of advance notice of inspection. Handling of non-attendance:

1 to 3 points will be deducted per person unless otherwise specified in the Contract.

- (4) In addition to the aforementioned cases, those who are required to be present on site to cooperate with Party A depending on the need of Party A to participate in the construction supervision related matters, provided that the number of times per month week other: _____ (specified by Party A during tendering stage; the number of times per month if not specified) shall not exceed _____ (specified by Party A during tendering stage; there is no limitation on the number of times if not specified). Handling of non-attendance:

2 points will be deducted per person unless otherwise specified in the Contract.

7. For all important construction supervision and inspection stops involving structural safety and concealed parts in the supervision plan (including safety and sanitary items), Party B's architects, technicians or other personnel who are required by law or Contract to be present on site should be present on site to verify the quality of the construction company's performance and to sign and supervise (re-examine) the relevant documents. If the examination and recognition (re-examination) of the quality of the the construction company's performance were not conducted, then, in addition to the relevant provisions of this Contract, the relevant personnel shall be held responsible and replaced in accordance with the law depending on the severity of the case; if

the case is significant, the person shall be sent to the competent authority of the project for punishment in accordance with the law.

8. The scope of technical services entrusted in this case includes supervision. If Party B's supervisory and auditing personnel fail to effectively perform air pollution and noise prevention supervision and auditing, they shall be replaced immediately after Party A's notification. If Party A suffers damage due to inaccurate supervision and verification, Party B shall be subject to a punitive liquidated damages of NT\$2,000 (as specified by Party A during tendering stage), and the total amount of the above punitive liquidated damages shall be capped at 20% of the total contract price of the supervision service.

Article 10 Insurance

1. Party B shall apply for the following insurance during the performance of the Contract (to be selected and specified by Party A during tendering stage; no need to fill in if none), and those who are natural persons shall be insured by their own personal accident insurance.
 - (1) ■ Architects' firms, technical firms and engineering technical consultants should carry professional liability insurance. This includes any loss suffered by Party A or other third parties as a result of negligence, error or negligence, or breach of business obligations.
 - (2) ■ Employer's Accident Liability Insurance.
 - (3) □ Others: _____.
2. The contents of Party B's insurance under the preceding Subparagraph shall be as follows (as determined or adjusted by Party A depending on the nature of the insurance and specified during tendering stage):
 - (1) Coverage: Stitching Planning, Design and Construction of Huwei Resilient Town Waterfront (specified by Party A during tendering stage, including the exclusions of the insurer).

- (2) Insurance subject matter: Performance subject matter.
 - (3) Insured person: Party B is the insured person.
 - (4) Premium: The total contract price.
 - (5) The maximum deductible per incident: NT\$100,000.
 - (6) Period of insurance: From the date of decision to the date of the contract performance period specified in the Contract; the date of (specified by Party A). If there is an extension or delay in the contract performance, the insurance period will be extended accordingly.
 - (7) Change or termination of any insurance contract without the consent of Party A shall be invalid.
 - (8) Other: _____ .
3. The risk and possible indemnity of any exclusions other than those specified in the insurance policy shall be borne by Party B.
 4. Party B may not request an extension of time for the performance of its claim against the insurer.
 5. If Party B fails to apply for insurance in accordance with the provisions of the Contract, or if the insurance coverage is insufficient, or if Party B fails to obtain full compensation from the insurer, Party B shall bear the loss or damage compensation.
 6. One original insurance policy and one copy of the payment receipt should be submitted to Party A for receipt upon completion of the insurance.
 7. Party B shall take out Labor Insurance, National Health Insurance and Third Party (Liability) Insurance for its employees and vehicles in accordance with Party A's local laws and regulations. Those who are exempt from labor insurance according to the law may be replaced by other commercial insurance.
 8. In the event that this Contract extends the hours of service, Party B shall extend the period of professional liability insurance coverage accordingly. In the event of an extension of the performance period for reasons not attributable to Party B, the Parties to the Contract shall agree on a reasonable method of sharing the increased premium.

9. If the insurance coverage is not covered by the insurer according to the law, or if no insurer is willing to cover the insurance in the country due to the premium factor, and there is written proof from the Life Insurance Association, the insurance will be handled according to Article 1, Subparagraph 7.
10. Both the Entity and Contractor shall avoid the occurrence of the situations listed in the "Common Errors and Defects in Insurance" issued by the competent authority of the Procurement Act.

Article 11 Guarantee Bond (specified by Party A during tendering stage)

- Party A does not charge a guarantee bond.
- Party A shall collect the guarantee bond, and the relevant regulations of the guarantee bond shall be as follows: (Party A shall follow the provisions in the "Regulations for Bid Bond, Guarantee Bond and Other Guarantees", and shall specify during the tendering stage)

Article 12 Acceptance

1. Acceptance timing:
Party B will perform the acceptance after the completion of the Contract.
2. Acceptance method:
Acceptance may be conducted in writing or by holding a review meeting and the review meeting minutes are equivalent to the acceptance records.
3. If there is a need to use partial subject matter of the Contract after the completion of the performance, the part shall be first accepted or examined and inspected in sections for acceptance.
4. If the results of Party B's performance examined by Party A have defects, Party A may request Party B to make improvements within a certain period of time. If corrections were not made before the deadline, late liquidated damages shall be calculated in accordance with Article 13.

5. If the subject matter completed by the Party B's performance requires tendering for construction additionally, and Party A fails to complete the tender work within 6 months after the completion of Party B's performance, Party B may request Party A to terminate the contract and make a settlement.
6. If the results of Party B's performance have defects after Party A's inspection or acceptance, Party A may request Party B to improve, dismantle, rework, return or exchange the goods (hereinafter referred to as correction) within ____ days (the inspector shall decide if Party A does not fill in the information). If corrections were not made before the deadline, late liquidated damages shall be calculated in accordance with the late performance provisions in Article 13. However, this shall not apply if corrections were not made before the deadline but within the original period of performance.
7. If Party B does not correct, refuses to correct, or is unable to correct the defect within the period stated in the preceding Subparagraph, Party A may take one of the following measures:
 - (1) Correct or ask a third party to correct, and ask Party B to pay for the necessary costs of correction.
 - (2) Cancel the Contract or reduce the Contract Price. However, Party A shall not cancel the contract if the defect is not material.
8. If the performance of the Contract is defective due to any cause attributable to Party B, Party A may claim damages in addition to the provisions of the preceding two subparagraphs.
9. The subject matter supplied or completed by Party B shall conform to the provisions of the Contract, be of a generally acceptable professional and technical standard, and be free from defects that diminish or extinguish its value or are inappropriate for ordinary or contractual use.
10. If the audit result does not comply with the Contract, Party A may reject it and Party B shall improve it free of charge.
11. If the interim (final) report submitted by Party B fails to pass the

examination or acceptance, Party A may set a substantial period of time to request Party B to correct it. If the corrections were not made before the deadline, the overdue days shall be counted from the day after the expiration date specified in the Contract, and the late liquidated damages shall be calculated at 0.1% of the total cost of this Contract for each day overdue (less the number of operating days attributed to Party A from the day after the expiration date until Party A decides on the deadline for corrections).

Party A may take one of the following measures if Party B does not correct, refuses to correct, or is unable to correct its defects within the deadline of the preceding Paragraph, or if the corrections were not made more than three times.

(1) Improve or ask a third party to improve and ask Party B to pay for the necessary costs of improvement.

(2) Terminate or cancel the Contract or reduce of contract amount.

12. If the performance of the Contract is defective due to any cause attributable to Party B, Party A may claim damages in addition to the preceding provisions.

13. Party B should link to the Department's "Entrusted Entity Project and Performance Indicator Reporting System" (<https://kmweb.wra.gov.tw>) to fill in the project results and performance indicators before closing. If the project is an administrative and policy or scientific and technical research project, Party B should enter the GRB data in the system after signing the contract and fill in the project summary, interim and final reports according to the implementation progress, and upload the results and benefits report and supporting data before closing the project.

Article 13 Late Performance

1. Late liquidated damages shall be calculated in the unit of days. If Party B does not complete the contract in accordance with the

Contract, the late liquidated damages shall be calculated based on the number of days overdue, and all days (including holidays, etc.) shall be included, without any difference depending on whether the performance period is calculated in working days or calendar days. In the event of termination or cancellation of the contract for reasons attributable to Party B, late liquidated damages shall be calculated until the date of termination or cancellation. Such liquidated damages shall be calculated as follows: (specified by Party A during tendering stage)

- The late liquidated damages are calculated at NT\$ 5,000 per day. (fixed amount specified by Party A during tendering stage)
 - The late liquidated damages shall be calculated based on 0.1% of the price of the planning, design or supervision contract amount for the overdue work. (The contract documents shall set out the contract amount for planning and supervision, respectively)
 - The late liquidated damages shall be calculated at the rate of 0.1% of the total contract price (other rates may be specified by Party A on Tender Document) per day. However, if the incomplete performance/defective initial inspection or acceptance does not affect other users of the completed part, the contract price of the incomplete performance/defective initial inspection or acceptance shall be charged at the rate of 0.1% of the contract price per day (Party A may specify other rates in the Tender Document; the amount shall be capped at the amount calculated on a daily basis based on the total contract price). Calculate the late liquidated damages.
2. Party A may deduct the late liquidated damages from the price payable; if there is any deficiency, Party B shall be notified to pay it or deduct it from the guarantee bond.
 3. The total amount of late liquidated damages (including the liquidated damages from the corrections that were not made before the deadline) shall be capped at 20% of the total contract

price.

4. If Party A and Party B are unable to perform the Contract on time due to force majeure such as natural disaster or event or other reasons that cannot be attributed to the Parties to the Contract, they may extend the period of performance of the contract; if they are unable to perform the contract, they are exempted from the contract.
 - (1) War, lockdown, revolution, rebellion, civil unrest, riot or mobilization.
 - (2) Landslides, earthquakes, tsunamis, volcanic eruptions, typhoons, heavy rain, hail, floods, mudslides, earth avalanches, ground slides, lightning strikes or other natural disasters.
 - (3) Crashes, shipwrecks, traffic disruptions or frozen roads and ports.
 - (4) Strikes, labor disputes, or irrational mass protests by the public.
 - (5) Poison gas, plague, fire or explosion.
 - (6) The subject matter of the Contract has been damaged, stolen, seized, robbed or pirated.
 - (7) The killing, wounding, kidnapping for ransom or unlawful detention of a performer.
 - (8) Interruption or regulated supply of water, energy or raw materials.
 - (9) Nuclear reaction, nuclear radiation or radioactive contamination.
 - (10) The suspension, requisition, confiscation, demolition or prohibition of transportation ordered by the government or authorities not due to the wrongful act of Party B.
 - (11) New or amended governmental decree.
 - (12) The conduct of Party A's home or foreign government.
 - (13) Any other force majeure as determined by Party A.
5. After the occurrence or termination of the force majeure or non-accountable event in the preceding Subparagraph, if it is

possible to continue to perform the Contract, it shall continue to perform the Contract and take necessary measures to reduce the adverse effect or damage caused by it.

6. Party B shall be liable for any delay in performance of the Contract, and shall be liable for any damage caused by force majeure in the event of such delay. However, Party B shall not be liable for any damages even if it proves that there is no delay in payment.
7. If the Contract stipulates the sectional progress and final performance period of the Contract, and both of them provide for the late liquidated damages, it is the case that the use or transfer is completed in stages, and the late liquidated damages are calculated according to the following principles:
 - (1) If the sectional progress is not exceeded but the deadline of the performance is exceeded, the amount of the sections completed for use or handed over shall be deducted and the liquidated damages beyond the deadline shall be calculated.
 - (2) If the sectional progress is exceeded but the deadline for performance is not exceeded, the liquidated damages for the sectional progress shall be calculated.
 - (3) Liquidated damages will be calculated if both the sectional progress and the deadline for performance are exceeded. However, the amount of liquidated damages beyond the final performance period shall be calculated by deducting the amount of the sections completed for use or handed.
 - (4) If the sectional completion period is related to the progress of other procurement contracts, liquidated damages may be calculated individually in excess of the sectional progress, without being limited by the proviso of the preceding Item.
8. If the Contract provides for the sectional progress and the final performance deadline, and both of them provide for the late liquidated damages, this is the situation of being used and handed over after completion, then the late liquidated damages shall be calculated as follows:

- (1) If the sectional progress is not exceeded but the final performance deadline is exceeded, the liquidated damages of the final performance deadline shall be calculated.
 - (2) If the sectional progress is exceeded but the final performance deadline is not exceeded, any liquidated damages received in excess of the sectional progress shall be reimbursed after the final performance deadline is not exceeded.
 - (3) If the sectional progress and the final performance deadlines are both exceeded, the liquidated damages received in excess of the sectional progress shall be deducted from the calculation of the liquidated damages for the period beyond the final performance deadline.
 - (4) If the sectional completion period is related to the progress of other procurement contracts, liquidated damages may be calculated in excess of the sectional progress, without the limitation of the Items 2 and 3.
9. Party B shall be responsible for any failure of Party B to comply with the law that results in the accidents in the performance of the contract. Party B shall be held liable for any delay in the performance of the contract due to such reason.
10. In the event of delayed payment by Party A for reasons not attributable to Party B, Party B may claim from Party A interest on the delayed payment at the rate of ___% per annum (as reasonably determined by Party A during the tendering stage, or if not filled in, at the one-year time deposits with variable rate as stated in the Chunghwa Post Co., Ltd. license on the date of the Contract).

Article 14 Rights and Responsibilities

1. Party B shall guarantee that third parties shall not assert any rights against Party A with respect to the subject matter of the performance.
2. Party B shall be responsible for all legal liabilities and expenses,

including those incurred by Party A, in the event that Party B infringes on the legal rights of third parties. Party A may also claim damages.

3. If Party B's performance results involves intellectual property rights (including patents, trademarks, copyrights, trade secrets, etc.) arising from the subject matter of the performance, Party B shall obtain all rights or all licenses from the owner of such intellectual property rights and then transfer the Entity. If only partial rights or partial licenses are required, the content shall be specified by Party A during tendering stage or agreed by Party A.
4. The rights under Article 24 and Article 28 of the Copyright Law may be exercised by other parties, except where confidential information of the government is involved.
5. Except as otherwise provided, if Party B uses patented goods or proprietary methods of performance, or if copyright is involved, such patents and copyrights shall be handled by Party B in accordance with the provisions of the relevant laws and regulations, and the costs thereof shall be borne by Party B.
6. Party A and Party B shall take such measures as may be necessary to protect the other party from claims for damages by third parties in connection with the performance of the Contract. The party who caused the damage to the third party shall be responsible for the compensation.
7. Party A shall not be liable to Party B, its subcontractors or their personnel for any personal injury, death or property damage caused by the performance of the contract.
8. A Party who causes the opposite party damage due to his own side shall be liable for compensation, and any dispute in the cognition shall be handled in accordance with the terms and conditions governing the same.

(1) The scope of the damages shall be limited to compensating the damages and lost benefits suffered by the other Party in accordance with Article 216, Paragraph 1 of the Civil Code. ■ The liability of the Parties to the Contract shall

not include "lost profits" (which may be ticked by Party A during the tendering stage) for damage not caused by intent or gross negligence.

(2) In addition to the punitive liquidated damages, late liquidated damages, and liquidated damages under Article 18, Subparagraph 1, Item 1, the maximum amount of damages shall be:___(Party A who intends to cap such damages is requested to specify it during tendering).

■ The total contract price.

_____ times the total contract price.

_____ % of the total contract price.

Fixed amount of NT\$_____.

(3) Where the preceding Item provides for a maximum amount of damages, the maximum amount of damages shall not be limited if otherwise provided by law, or if a Party intentionally conceals a defect in work, intentional or grossly negligent conduct, or infringes on the rights of a third party, and damages are caused to another party.

9. Party A shall not provide official vehicles used by Party A, photocopiers, computer equipment, cellular phones (including door numbers), fax machines and other office facilities and consumables for use by Party A's personnel as set forth in this Contract.
10. Party A shall not command Party B's personnel to perform work unrelated to this Contract.
11. Party B may not publish the research report and related information in whole or in part during the performance without Party A's prior written consent.
12. Party A shall not be liable to Party B, its subcontractors or their personnel for any personal injury, death or property damage caused by the performance of the contract. Party B shall take out the necessary insurance against the risk of bodily injury or property damage.

13. Party B's obligations under the contract shall not be reduced or eliminated by Party A's review, approval or endorsement of Party B's performance of the contract.
14. Party B shall amend or redo the contract at its own expense upon receipt of Party A's notice of defective performance. However, the notice shall not exceed 1 year after the acceptance of the performance result. The same applies to those which are partially accepted.
15. The joint and several guarantors shall guarantee the performance of the obligations of the awarded supplier in accordance with the contract, and shall be jointly and severally liable for the losses incurred by Party A in the event of failure to perform the contract.
16. The joint and several guarantee Supplier are notified by Party A to perform the obligations on behalf of the awarded Supplier, all rights, including the outstanding portion of the contract price, shall be transferred to such guaranteed Supplier and the Contract shall remain in effect. If there is no non-payment or non-reimbursement of the contract price of the awarded supplier, the contract shall be paid or reimbursed to the awarded supplier in accordance with the original contract.
17. If Party B and its joint and several guarantors have any disputes over debts or liabilities, they should settle them by themselves or through legal channels.
18. If the subject matter of the contract or the research project involves confidentiality, Party B shall be responsible for confidentiality and shall not disclose it to the public.

Article 15 Change and Transfer of the Contract

1. Party A may, if necessary, notify Party B of any changes to the contract within the scope of the contract. Upon receipt of such notification, Party B shall, unless otherwise agreed by the parties, submit to Party A within 10 days the subject matter of the contract, the price, the performance period, the payment schedule

or other relevant documents that require changes to the contents of the contract. The change of the contract price shall be determined by mutual agreement.

2. Party B shall not change the contract until Party A has accepted the proposed relevant documents. Unless Party A requests otherwise, Party B shall not be delayed by the notice in the preceding Subparagraph.
3. Before Party A accepts the change proposed by Party B, in case of Party A notify Party B to conduct the change first, if the contract is not subsequently amended in accordance with the original notice or is only partially amended, then Party A shall compensate Party B for the necessary increase fees.
4. If, for reasons attributable to Party A, it is necessary to abandon or not use part of the completed work, Party A may, unless otherwise agreed by the parties, pay part of the price after partial acceptance or settlement.
5. Party A shall make contract change during the performance period, and shall pay additional remuneration or review the modification in accordance with the relevant provisions:
 - (1) Party A will request Party B to make changes after the completion of the validation of the various stages of the performance of the contract.
 - (2) If Party A requests for multiple planning or design of the same service under different conditions for reasons that cannot be attributed to Party B, Party A shall pay a separate service fee for any duplication of planning or design. However, this is only limited to the approval of Party A after reviewed.
 - (3) When Party A has to change some of the commissioned services for any reason, it may adjust the service fee and work period in accordance with the increase or decrease of service items or quantity. However, if the service fee for the work performed is approved by Party A, it shall be paid in full.

- (4) The execution of the contract involves the performance of other work that has not been agreed upon.
- (5) Party A requests for additional supervisory manpower in the case of Article 4, Subparagraph 8.
- (6) There is a need to change the supervision period in Article 4, Subparagraph 9.

In the event that Party A fails to comply with the requirements in each item of this Subparagraph, Party B may request Party A to change the Contract.

6. Changes to the contract shall not be valid unless they are agreed upon by Party A and Party B, recorded in writing, and signed or sealed.
7. Party B may not transfer part or all of the Contract to another person. However, if the transfer is necessary due to a corporate split or other similar circumstances, the transfer shall be made with the written consent of Party A.

If Party B is divided under the Company Act or the Business Mergers and Acquisitions Act, the company to which the Contract is transferred (limited to the transferee of the business) shall meet the eligibility requirements set forth in the original Tender Document and shall submit one of the following documents:

1. If the original contracting party survives the division, it agrees to be jointly and severally liable for the performance of this Contract.
2. In the event that the original contracting company is extinguished after the division, the existing and newly established companies other than the transferee company that have been transferred the business of the original contracting company shall agree to be jointly and severally liable for the performance of this Contract.

Article 16 Termination and Suspension of the Contract

1. Party A may terminate the Contract or cancel the contract in part

or in whole by written notice to Party B, without compensation to Party B for any loss arising therefrom, if any of the following circumstances apply to the performance of the contract by Party B.

- (1) A project management company that violates the provisions of Article 39, Paragraph 2 or 3 of the Procurement Act.
- (2) In the cases specified in the preceding item of Article 50, Paragraph 2 of the Procurement Act.
- (3) In the event of termination or cancellation of the contract as provided for in Article 59 of the Procurement Act.
- (4) Anyone who violates the rule against contract assignment.
- (5) Party B or its personnel have committed the crimes stipulated in Articles 87 to 92 of the Procurement Act and have been convicted of such crimes.
- (6) The delay in the performance of the Contract due to events attributable to Party B, and the following circumstances apply:

The progress of Contract performance is more than % (specified by the Entity during tendering stage, 20% if not specified) and the number of days is more than 10.

Calculation of percentages:

- (1) If the contract has not yet been completed and the progress has fallen behind by a percentage, the Entity shall first notify Contractor of the deadline for improvement. If it was not improved before the deadline, and the Entity has established the calculation method for the progress of performance, the percentage of delayed progress on the day of notice for improvement within a period and the deadline of such period shall be calculated based on the difference in percentage of the actual progress on that date and the predetermined progress approved by the Entity. If the Entity does not have a method for calculating the progress of performance, the number of overdue days shall be

calculated.

(2) The number of days overdue shall be counted if the Contract has been completed and the deadline for performance is exceeded, or if the Contract has not been completed after the deadline for performance.

■Other: If Party B fails to perform its obligations for 2 months, Party A may terminate this Contract, but Party B is still required to pay the late liquidated damages.

- (7) Forgery or falsification of contract or performance-related documents, which is found to be true.
 - (8) Failure to perform the contract without just cause.
 - (9) The audit, inspection or acceptance failed, and not within the notification period in accordance with the provisions of the process.
 - (10) Bankruptcy or other material circumstances that make it impossible to continue to perform its obligations.
 - (11) If Party B fails to perform the Contract in accordance with the Contract and fails to improve within 10 days from the day after Party A's written notice or within a longer period as stated in the written notice.
 - (12) Violation of one of the circumstances in Article 8, Subparagraph 13, Items 1 to 3 of this Contract, and fails to rectify the situation after Party A has notified to do so, and the case is significant.
 - (13) Violation of environmental protection or occupational safety and health and other related laws and regulations, the case is significant.
 - (14) Violation of laws and regulations or other contractual agreements in a significant manner.
 - (15) Any other circumstances specified in the Contract.
2. If Party A does not notify Party B of the termination or cancellation of the contract in accordance with the preceding Subparagraph, Party B shall continue to perform the contract in accordance with the provisions of the Contract.
3. If the Contract is terminated or canceled in accordance with the

agreement in Subparagraph 1 or for reasons attributable to Party B, Party A may complete the terminated or canceled contract by itself or by other suppliers in accordance with the law; Party B shall bear any additional costs and losses. If there is no need to contact other suppliers to complete the Contract, the contract price may be deducted or recovered without reimbursement of the guarantee bond. The same applies if Party A has a loss.

4. If Party B continues to perform the Contract in accordance with the contract due to a change in policy, Party A may report to a superior entity for approval to terminate or cancel part or all of the contract, and compensate Party B for the loss suffered as a result. However, it does not include the lost benefits.
5. If the contract is terminated in accordance with the preceding Subparagraph, Party B shall pay the contract price for the subject matter of the contract that has been completed and is available for use prior to Party A's notice; for the subject matter of the contract that has been only partially completed and is not yet available for use, Party A may choose one of the following methods for payment to Party B:
 - (1) Party B shall continue to complete and be paid by the contract price.
 - (2) The performance of the contract shall cease, but the service fee for the completed part of Party B shall be agreed upon by both parties.
6. If the termination or cancellation of the contract is not necessary due to a change in policy, the agreement in the preceding 2 subparagraphs shall apply.
7. If Party B fails to perform the contract in accordance with the provisions of the Contract, Party A may notify Party B to suspend the contract in part or in whole until the situation is corrected and then the contract may be resumed. Party B may not request an extension of the performance period or an increase in the contract price in connection with the suspension.
8. If Party A notifies Party B of a partial or total suspension of

performance due to circumstances not attributable to Party B, Party A shall reimburse Party B for any additional necessary costs incurred and shall, at its discretion, extend the period of performance of the contract as appropriate.

9. Party B may request Party A to suspend the supervisory work in part or in whole if the work is stopped due to circumstances not attributable to Party B.
10. If the period of suspension in accordance with the agreement in the preceding 2 subparagraphs exceeds 6 months in aggregate (other periods specified by Party A during the tendering stage), Party B may terminate or cancel part or all of the contract by notifying Party A.
11. Party B shall not request, accept or give bribes, commissions, pro rata payments, brokerage fees, gratuities, kickbacks, gifts, hospitality or other improper benefits to any person in connection with the procurement of the Contract. The same applies to subcontractors who are re-entrusted. In the event of a breach of the agreement above, Party A may terminate or cancel the contract and deduct two times the amount of the unjustified benefit from the contract price. If the deduction cannot be made, Contractor shall be notified of the deadline for payment.
12. Upon termination of this Contract, the rights and obligations of the Parties shall be extinguished as of the date of termination. If the contract is cancelled, it shall expire retroactively on the effective date of the contract. Both parties are under a mutual obligation of confidentiality.

Article 17 Dispute Handling

1. In the event that Party A and Party B have a dispute over the performance of the Contract, Party A and Party B shall endeavor to coordinate and resolve the dispute in accordance with the provisions of the law and the Contract, taking into account the public interest and fairness and reasonableness, and in good faith and harmony. If an agreement cannot be reached, the dispute may

be handled in the following manner:

- (1) A civil action shall be brought in the District Court of the place where Party A is located as the court of first instance.
 - (2) Apply for mediation to Complaint Review Board for Government Procurement in accordance with Article 85-1 of the Procurement Act. If Party A does not agree to the proposed mediation or mediation plan for technical service procurement proposed by Complaint Review Board for Government Procurement, Party B shall submit the proposal for arbitration, and Party A shall not reject it.
 - (3) After the Parties have agreed and entered into an arbitration agreement, the arbitration shall be initiated in accordance with the provisions of this Agreement and the Arbitration Act.
 - (4) Disagreements and complaints in accordance with Article 102 of the Procurement Act.
 - (5) Apply for mediation under other laws.
 - (6) Performance Dispute Handling Team for Public Work, Water Resources Agency, Ministry of Economic Affairs shall handle the resolution of the dispute.
 - (7) The Parties to the Contract agree to establish a Performance Dispute Handling Team to coordinate the dispute.
 - (8) Handle by Contract or otherwise by mutual consent.
2. In accordance with the latter item of preceding Subparagraph, Item 2 and Item 3 of the arbitration, it is agreed as follows.
- (1) The arbitration institution is specified in advance by Party A in the Tender Document and the Contract. The Parties to the Contract shall agree on the arbitration institution if it is not specified. If no agreement is reached, Party B shall appoint the arbitrator in the case of the latter subitem of preceding Subparagraph, Item 2, and Party A shall appoint the arbitration institution in the case of the latter subitem of preceding Subparagraph, Item 3. The above arbitration institution shall be a legally established domestic arbitration

institution, unless otherwise agreed by the Parties to the Contract.

(2) Selection of arbitrators:

1. Within 14 days after the date of receipt of the notice of arbitration by one of the parties, each party shall submit to the other party a list of at least ten (10) names of arbitrators from the Register of Arbitrators of the designated arbitration institution or other persons qualified to act as arbitrators.
2. Within 14 days after the date of receipt of the list submitted by the other party, one of the parties shall select an arbitrator from the list as the arbitrator chosen by the other party.
3. If one of the parties does not submit a list in accordance with Item 1, the other party may select an arbitrator on its behalf from the list of arbitrators of the appointing authority or other persons qualified to act as arbitrators.
4. If one of the parties does not select an arbitrator from the list in accordance with Item 2 as the arbitrator chosen by the other party, the other party may request the arbitrator appointed by the Court, or the designated arbitration institution (ticked by Party A during tendering stage; the designated arbitration institution if not ticked) to select an arbitrator from the list on its behalf.

(3) Selection of the chief arbitrator:

1. Within 30 days from the day following the selection of the two arbitrators, the third arbitrator shall be the presiding arbitrator, chosen jointly by the parties the arbitrator chosen by the parties (ticked by Party A during tendering stage).
2. In the event that the Parties fail to appoint a presiding arbitrator in accordance with Item 1, the Parties may

request the court, designated arbitration institution to appoint an arbitrator (ticked by Party A during tendering stage; the designated arbitration institution if not ticked).

(4) The place of arbitration shall be Party A's location Other: ____ (specified by Party A during tendering stage; Party A's location if not specified).

(5) Unless otherwise agreed by the Parties, the arbitration proceedings shall be made public and the arbitration award shall be made public by both parties and agreed to be made public by the arbitration institution on its website.

(6) The arbitration proceedings shall be conducted in Mandarin and Chinese characters other languages: _____. (specified by Party A during tendering stage; in Mandarin and Chinese characters if not specified)

(7) Party A agrees disagrees (ticked by Party A during tendering stage; disagree if not ticked) that the arbitral tribunal will apply the principle of equity as a matter of judgment.

(8) The arbitration award shall set forth the facts and reasons for the award.

3. In accordance with Subparagraph 1, Item 6, please follow the provisions of the "Establishment and Operation Guidelines by Performance Dispute Handling Team for Public Work, Water Resources Agency, Ministry of Economic Affairs".

4. In accordance with Subparagraph 1, Item 7 to establish a dispute handling team, the following is agreed:

(1) The Dispute Handling Team shall be established at the time of the dispute and may be permanent or dissolved after the dispute is resolved.

(2) Selection of Members for Dispute Handling Team:

1. Each party shall submit a list of at least five (5) names to the other party within ten (10) days from the day following the date of the agreement to establish a

Dispute Handling Team.

2. One of the parties shall elect one of the members from the list proposed by the other party within 10 days from the day after receiving the list.
3. If one of the parties does not submit a list in accordance with (1), a Dispute Handling Team cannot be established by mutual consent.
4. If one of the parties fails to elect a member from the list in accordance with (2) and the other party is unwilling to change the name list, it is impossible to establish a Dispute Handling Team by mutual consent.

(3) Selection of the Convener of the Dispute Handling Team:

1. Within 10 days from the day following two members are selected, both parties or the member selected by both parties shall recommend one (1) person jointly from the list referred in the preceding Item 1 as the convening member.
2. If the convening committee members are not elected in accordance with Item 1, it is impossible to establish a Dispute Handling Team by mutual consent.

(4) One of the parties may notify the convening member of the Dispute Handling Team in writing of the dispute, request the Team to coordinate and make a resolution, and send the transcript to the other party. The written notice shall include the subject matter of the dispute, the facts and references of the dispute, and the proposed resolution. The other party shall provide a written response and proposed solution within 14 days from the date of receipt of the notice, and the transcript shall be sent to the other party.

(5) Dispute Handling Team Meeting:

1. The Convener shall convene the meeting within 30 days from the day after the receipt of the request for coordination and shall serve as the chairperson.

Members should attend meetings in person, handle disputes independently and impartially, and maintain confidentiality.

2. The Parties shall be notified of the meeting to present their views and experts, scholars or other necessary personnel may be invited to attend the meeting as necessary.
 3. The Team shall make a reasonable resolution within 90 days after the date of receipt of the request for coordination and shall notify the Parties in writing.
- (6) The reasons for the recusal of the members of the Dispute Handling Team shall be as stipulated in Article 13 of the Organizational Regulations of Complaint Review Board for Government Procurement. If the vacancy is due to recusal or other reasons, the member shall follow the procedures of Item 2 and Item 3.
 - (7) The resolution of the Dispute Handling Team on a dispute shall be deemed to be established and binding unless either party expresses its disagreement in writing to the convening committee members and other parties within 14 days after receiving the resolution. However, if the content of the Contract is changed, the Parties shall first apply for a Contract change. If there is a dispute, the dispute handling procedure will be followed.
 - (8) If the Dispute Handling Team fails to convene a meeting or make a resolution in accordance with Item 5 or the deadline agreed by the parties, or if either party expresses its disagreement in writing within 14 days after receiving the resolution, the dispute resolution shall not be established and the parties may follow other methods as stipulated in Subparagraph 1.
 - (9) The Parties to the Contract shall bear equally the costs of the operation of the Dispute Handling Team.
 - (10) The period of time and other matters necessary under this

Subparagraph may be separately agreed upon by the Parties.

5. The name of the entity that accepts mediation or complaint according to the Procurement Act: Complaint Review Board for Government Procurement, Public Construction Commission, Executive Yuan; address: 9F, No. 3, Songren Road, Xinyi District, Taipei City; tel.: (02) 87897502.
6. After a performance dispute arises, the principles for handling performance issues are as follows:
 - (1) The part of the Contract that is not related to or affected by the dispute shall continue to be performed. This does not apply if Party A agrees not to perform the Contract.
 - (2) If Party B suspends the performance of the contract due to a dispute, and the outcome of the dispute is found to be unjustified, Party B shall not request an extension of the performance period or a waiver of contractual obligations in respect of the suspended portion of the contract. However, if the result is found to be partially justified, the parties shall agree to extend the period of performance of that part of the contract or waive the liability of that part.
7. This Agreement shall be governed by the laws of the Republic of China.
8. In the event of a dispute between Party B and a domestic subcontractor, unless the domestic subcontractor agrees, Party B shall agree that the laws of the Republic of China shall be the governing law and that the dispute shall be resolved by a civil court, arbitration institute or dispute handling institute established in the Republic of China. Party B shall require the subcontractor and the subcontracted domestic supplier to enter into a contract with the aforementioned agreement.

Article 18 Penalties

1. When Party B performs the design and supervision work entrusted by Party A, if the following facts are verified by Party A or the relevant entities or units, the following agreement shall

be followed:

- (1) If Party A makes a purchase in accordance with the results of Party B's performance, and the absolute value of the increase or decrease in the settlement of the purchase exceeds 5% of the total amount of the purchase contract due to Party B's miscalculation or omission of items, Party A shall calculate the liquidated damages by multiplying the ratio of the excess 5% to the total amount of the purchase contract by the total amount of the planned and designed portion of the contract. However, the cumulative liquidated damages from this Item shall be capped at 10% of the total contract price. The "Total Contract Price of the Procurement" herein refers to the total contract price at the time of the final bid for the procurement of the Project in accordance with the results of Party B.
 - (2) Violation of Article 8, Paragraph 17, Subparagraph 3, shall be punishable by a penalty of five percent of Party B's design and supervision service fees for each violation that is verified by Party A. Any violation of the preceding subparagraph of Article 89, Paragraph 1 of the Procurement Act shall be referred to the law.
 - (3) When Party B sets out the specifications of technical methods, engineering materials and equipment, or engineering materials and equipment, in case Party B may list the brand, if the brand or specification listed in Party B has the monopoly of profit, Party A may deduct Party B's design service fees for such engineering materials and equipment and impose a punitive liquidated damages of six times the amount of the deduction.
2. If Party A or the relevant entities or units find out that the construction manufacturer has failed to follow the drawings or deliver the goods in a significant manner, and Party B cannot prove that it has fulfilled its supervision responsibilities, Party B shall be fined 2% of the cost of construction supervision service

as punitive liquidated damages for each case found. If there is any violation of the "Notice of Construction Supervision from Water Resources Agency, Ministry of Economic Affairs", the penalty points shall be calculated in accordance with its provisions.

3. If Party B violates Article 16, Paragraph 11, and Party A verifies the violation, Party B shall be fined 1% of the service fee as the punitive liquidated damages.
4. If the supervisory unit on-site personnel fail to effectively meet the quality requirements under any of the following circumstances, Party A shall notify Party B in writing of the deadline for replacement and Party A shall fill in the information network system of the Engineering Council of the Executive Yuan for record, and Party B shall deduct 2 to 5 points per person per day for failure to comply with the deadline for replacement.
 - (1) Not actually performing supervision work at the site.
 - (2) Failure to perform supervision work.
 - (3) The individual work has been checked by the Engineering and Construction Audit Team with a score of less than 70, which can be attributed to the supervisors.
5. Party A may deduct from the price payable any deductions or punitive liquidated damages in accordance with the terms and conditions of this Contract, or, in the event of any deficiency, may notify Party B of the deficiency or deduct from the guarantee bond. In addition, depending on the severity of the case, it may be referred to the competent authorities for disciplinary action.
6. The total amount of punitive liquidated damages for quality deficiencies shall be capped at 20% of the total contract price for individual construction services.

Article 19 Miscellaneous

1. Party B shall not discriminate against gender, indigenous people, people with physical or mental disabilities, or people from

disadvantaged groups in the employment of its employees.

2. Party B shall not employ the personnel of Party A or the personnel of the organization entrusted by Party A to handle the contractual matters in the performance of the contract.
3. Party B's authorized representative shall be fluent in Chinese or such other language as Party A agreed. For those who are not fluent, Party B should have an interpreter available.
4. The performance of the contract between Party A and Party B, which involves international transportation or letter of credit, is subject to international trade practice if not specified in the contract.
5. Party A and Party B shall each designate an authorized representative to coordinate matters relating to the Contract during the performance of the Contract.
6. Party B's participation in public works may involve legal liability, please refer to the Letter Gong-Cheng-Chi-Zi No. 10100017900 from Public Construction Commission, Executive Yuan dated January 13, 2012 (published on the website of Public Construction Commission, Executive Yuan at <http://www.pcc.gov.tw/>法令規章/政府採購法規/採購法規相關解釋函). Party B personnel and other technical service or engineering vendors shall comply with the requirements of the Act, perform their duties and obligations under the Contract in good faith, and shall not be subject to penalties for violation of the Act or the Contract.
7. Unless otherwise agreed in the contract, the division of rights and responsibilities among Party A, Party B, the construction company and the project management unit shall be in accordance with the "Schedule of Division of Rights and Responsibilities in Contracts for the Construction Stage of Public Buildings" or "Schedule of Division of Rights and Responsibilities in Contracts for the Construction Stage of Public Works" (to be attached by the authority according to the nature of the case and specifying the completion period and penalty standards for each item), or

the "Reference Manual for Contracting Mode of The "Reference Manual for Project Progress and Quality Management" shall be applied.

8. According to Article 7, Paragraph 1, Subparagraph 2 of the Political Donations Act, suppliers who have contracts with government agencies (organizations) for large purchases and are in the process of fulfilling the contracts are not allowed to make political donations.
9. Matters not specified in this Contract shall be subject to the relevant provisions in Procurement Act and Civil Code.
10. Party B shall report to Party A for review in accordance with the prescribed stages, and Party B shall provide the necessary equipment and information for the review free of charge. If Party B continues the next stage of work without the required stage of review, Party A may request Party B to redo the unexamined and unauthorized part of the contract, and Party B shall be responsible for all losses.
11. Party B shall not be relieved of its obligations and expenses under the Contract by reason of Party A's review.
12. If any part of the Contract is required to be submitted to the competent governmental authority for examination, Party B shall submit the application and bear the relevant fees in accordance with the regulations, except for Party A, which shall submit the application in accordance with the regulations.
13. If the funds required for this case are not approved by the Legislative Yuan, or are frozen, or are partially reduced or not approved, they may be handled in accordance with Article 64 of the Government Procurement Act, which compensates Party B for the losses incurred as a result, not including the lost benefits. In addition, Party A may adjust the contract price if the funding is partially reduced or not approved.
14. The amount of penalty for each point in this Contract is NT\$2,000 (specified by Party A during tendering stage; the penalty shall be NT\$1,000 if not specified); in the case of the

fine from counted points for inspection and supervision, the amount of penalty shall be calculated in accordance with the "Punitive Liquidated Damages Mechanism for Quality Failure of Construction Inspection Team" of the Public Construction Commission, Executive Yuan as follows:

- (1) A fine of NT\$2,000 per point shall be imposed on each construction procurement project over NT\$200 million.
 - (2) A fine of NT\$1,000 per point shall be imposed on each construction procurement project over NT\$ 50 million or less than NT\$200 million.
 - (3) A fine of NT\$500 per point shall be imposed on each construction procurement project over NT\$10 million and under NT\$50 million.
 - (4) A fine of NT\$250 per point shall be imposed on each construction procurement project that did not reach NT\$10 million.
15. The executing agency in this case is the Fifth River Bureau, Water Resources Administration, Ministry of Economic Affairs. Party B submits the master plan, design and supervision, etc., as well as requests for payment, estimates, acceptance, contract changes, and contract performance disputes to the Fifth River Bureau of the Department of Water Resources, Ministry of Economic Affairs on behalf of Party A for all audits and contract execution.
16. Party B shall cooperate unconditionally and shall not be entitled to any increase in the period of performance or in the price of the Services if Party A requires the transfer of this Contract to another authority for renewal of performance during the term of the Contract. However, in the event that the completed work product needs to be adjusted or changed for reasons other than those attributable to Party B, the relevant provisions of Article 15 of this Contract shall apply.

Annex to Article 3

Annex List of Public Works Technical Services Costs under the Lump Sum Method

Breakdown of Public Works Technical Services Costs under the Lump Sum Method

Name of the Organizer	Water Resources Agency, Ministry of Economic Affairs		
Name of Construction Project	Stitching Planning, Design and Construction of Huwei Resilient Town Waterfront		
Project Schedule	2022 - 2025		
Content of Commission	<input checked="" type="checkbox"/> All	<input type="checkbox"/> A part	<input checked="" type="checkbox"/> Master plan <input checked="" type="checkbox"/> Design <input checked="" type="checkbox"/> Supervision

Service costs under the lump-sum method (service costs in this table include salaries, management fee, profit, and tax liabilities other than business taxes)

Stages	Service fee	
(1) Master plan	Phase 1: Complete the preliminary report, related seminars with the approval from. Request the total service fee of NT\$3.6 million.	
	Phase 2: Complete the interim report, revised bid model, and related seminars at this stage with the approval from Party A. Request the total service fee of NT\$3.6 million.	
	Phase 3: Complete the final report, planning model and related seminars for the phase with the approval from Party A. Request the total service fee of NT\$3.6 million.	
	Phase 4: Complete the full-length animation in 30 seconds, 1 minute and 5 minutes, complete the results album and CD-ROM with the approval from Party A. Request the total service fee of NT\$3.6 million.	
	Phase 5: After the master planning of the related surrounding cultural ecology and waterfront landscape has been accepted by Party A, and there are no outstanding issues to be resolved, request the total service fee of NT\$3.6 million with the insurance policy during the performance period attached.	
	Total: NT\$18 million for total processing and services	
(2) Design	Phase 1: Request for NT\$5,445,000 for design services after completion of the basic design with the approval from Party A.	
	Phase 2: Request for NT\$5,445,000 for design services after completion of detailed design with the approval from Party A. (can be divided into three bids, the proportion of each sub-tender design project to the total design project amount respectively request for payment)	
	Phase 3: Request for NT\$5,445,000 for design services after completion of the contract for the construction of the final tender. (can be divided into three bids, the proportion of each sub-tender design project to the total design project amount respectively request for payment)	
	Phase 4: Request for NT\$1,815,000 for design services after completion of the acceptance of any one of the three bidding projects and there are no outstanding issues to be resolved. (can be divided into three bids, the proportion of each sub-tender design project to the total design project amount respectively request for payment)	
	Total: NT\$18.15 million for design services	

(3) Supervision	Phase 1: Request for the supervision service fee of \$3,712,500 for 25% of the construction progress of any one of the three bidding cases. (can be divided into three bids, the proportion of each sub-tender design project to the total design project amount respectively request for payment)	
	Phase 2: Request for the supervision service fee of \$3,712,500 for 50% of the construction progress of any one of the three bidding cases. (can be divided into three bids, the proportion of each sub-tender design project to the total design project amount respectively request for payment)	
	Phase 3: Request for the supervision service fee of \$3,712,500 for 75% of the construction progress of any one of the three bidding cases. (can be divided into three bids, the proportion of each sub-tender design project to the total design project amount respectively request for payment)	
	Phase 4: Request for NT\$3,712,500 for supervision services after completion of the acceptance of any one of the three bidding projects and there are no outstanding issues to be resolved. (can be divided into three bids, the proportion of each sub-tender design project to the total design project amount respectively request for payment)	
	Total: NT\$14.85 million for supervision services	
Overall cost	Total (1)+(2)+(3): NT\$51 million	

Annex to Article 5

Lump-sum payment: The service fee of NT\$51 million, including NT\$18 million for master planning services and NT\$33 million for design and construction services, will be fixed according to the announcement or agreed upon at the time of bid award.

(1) Master plan:

1. Party B may apply for 20% of the master planning service fee upon completion of the preliminary report, related seminars and approval by Party A.
2. Party B may apply for 20% of the total planning service fee upon completion of the interim report, revised bid model, and related seminars at that stage and approval by Party A.
3. Party B may apply for 20% of the total planning service fee upon completion of the final report, planning model, and related seminars at that stage and approval by Party A.
4. Party B can apply for 20% of the total planning service fee after completing the 30 seconds, 1 minute, and 5 minutes' versions of the full-length animation, the album and CD-ROM with the final report planning results, and after Party A's approval.
5. After the completion of the master plan of the related surrounding cultural ecology and waterfront landscape by Party A and there are no outstanding issues, the company can apply for 20% of the master plan service fee by attaching the insurance policy for the performance period.

(2) Design and supervision: divided into three work areas: 1. Huwei embankment section of Beigang Creek; 2. Anqing canal; 3. around Pinghe retarding basin. The proportion of design and supervision service fee for each area: 55% for design and 45% for supervision.

1. Design service fee portion: Party B shall begin the design phase on the date of approval of the Master Plan Final Report (or the day after the date of notification by Party A). The terms of payment for design services are as follows:
 - (1) Party B may claim 30% of the design service fee after the basic design of the project is completed and approved by Party A.
 - (2) Party B in the detailed design of the project is completed and

approved by Party A, you can claim 30% of the design services (can be divided into three bids to claim, the proportion of each sub-tender design of the project to the total amount of the design project are claimed).

- (3) Party B can claim 30% of the design service fee after the completion of the contract with the construction company in the final bid (can be claimed in three bids, with the proportion of each sub-bid design project to the total design project amount).
- (4) Any one of the three bids after acceptance of the project and no pending issues, the remaining 10% can be paid (can be divided into three bids to claim the proportion of each sub-bid design project to the total design project amount respectively).

2. Supervision service fee:

If the construction progress of any one of the three bids reaches 25%, 50%, or 75%, the construction supervision service fee of 25% shall be applied for separately (the application can be divided into three bids, and the proportion of each sub-bid design to the total design project amount shall be applied for separately). After any one of the three bids has been accepted and the necessary permits and licenses have been obtained, and there are no outstanding issues, the remaining balance of the supervision service fee for the case will be paid.

Annex to Article 7

Performance period means the time required for Contractor to complete the performance of the subject matter of the Contract: (Hereinafter referred Party A of the Contract as the Entity and Party B of the Contract as Contractor)

- I. Contractor shall submit the "Service Implementation Plan" and the "List of Employed Workers" within 20 days from the day after the bid is awarded. If there are any comments from the Entity, Contractor shall correct them within 10 days after receiving the notice (or within the period otherwise specified by the Entity) and send them to the Entity for review.
- II. Master plan:
 1. Contractor shall submit an initial report of the master planning operation within 120 days from the day following the bid award date; the work shall be carried out in accordance with Article 2 and the relevant provisions of the Annex to Article 2 of the Contract.
 2. Contractor shall submit the execution plan for each stage of the seminar within 30 days from the day following the approval date of the initial report, and the plan shall be approved by the authority before it is implemented.
 3. Contractor shall submit the interim report of the master planning operation within 90 days from the day following the approval date of the initial report; the work shall be carried out in accordance with the relevant provisions of Article 2 and the Annex to Article 2 of the Contract.
 4. Contractor shall submit the final report of the overall planning operation within 90 days from the day following the approval date of the interim report; the work shall be carried out in accordance with the relevant provisions of Article 2 and the Annex to Article 2 of the Contract.
 5. Contractor shall submit a comprehensive animation (30 seconds, 1 minute, and 5 minutes) of the results of the master plan, as well as the results album and CD-ROM, within 45 days from the day following the approval date of the final report.
 6. If there are any comments from the Entity, Contractor shall correct them within 20 days after receiving the notice (or within the period otherwise specified by the Entity) and send them to the Entity for review.
- III. Design and Supervision:
 1. Contractor shall take the initiative to confirm the requirements

to the Entity and attend the requirement discussion, study or review meeting held by the authority within 30 days from the next day of the bid award date. If there are any comments from the Entity, Contractor shall correct them within 10 days after receiving the notice (or within the period otherwise specified by the Entity) and send them to the Entity for review.

2. Contractor shall commence the survey of the existing conditions from the day after the bid award date, including detailed base survey, detailed geological survey, drilling and testing, existing planting survey, other detailed survey, testing or investigation as set out in the Tender Document or other detailed survey, testing or investigation necessary for the execution of the Project, in order to determine the reasonableness and feasibility of the content of Contractor's design. Contractor shall provide the execution plan of the investigation, test or investigation 20 days before the investigation, and submit it to the Entity for record before handling the related investigation, test or investigation operation according to the plan. After the completion of each survey, Contractor shall submit the survey report (including editable electronic files) signed by the professional engineers to the Entity for inspection, and shall also include the basic design graphic data of Contractor.

3. Basic Design Graphic Data

(1) Within 90 days from the date of approval of the Master Plan Final Report (or the day following the date of notification by the Entity), Contractor shall submit the basic design drawings and electronic files of 3D model animation of the basic design stage of more than 3 minutes, and the contents of the drawings shall be in accordance with the relevant provisions of Article 2 and the Annex to Article 2 of the Contract.

(2) If there are any comments from the Entity, Contractor shall correct them within 14 days after receiving the notice (or within the period otherwise specified by the Entity) and send them to the Entity for review.

4. Graphical information of detailed design

(1) Contractor shall submit the full detailed design documentation (up to the degree of deliverability) and more than 3 minutes of detailed design stage 3D model animation files within 120 days from the day after the basic design approval date. The content of the detailed design drawings shall be in accordance with Article 2 and the relevant

provisions of the Annex to Article 2 of the Contract. The aforementioned milestones should include at least the detailed design drawings, design calculations, construction specifications, quantity calculations and estimates.

- (2) If there are any comments from the Entity, Contractor shall correct them within 20 days after receiving the notice (or within the period otherwise specified by the Entity) and send them to the Entity for review.
5. Contractor shall submit the Tender Document for the project within 30 days from the day after the approval of the detail design; if the project is to be handled by sub-tender, Contractor shall submit the Tender Document for each sub-tender within 30 days before the tender for the sub-tender project in accordance with the sub-tender plan and schedule approved by the Entity; if there are any comments from the Entity, Contractor shall correct them within 14 days after receiving the notice (or within the period otherwise specified by the Entity) and send them to the Entity for review.
- IV. Contractor shall submit the supervision plan to the Entity for review 30 days prior to the tender for each sub-bid. If there are any comments from the Entity, Contractor shall correct them within 14 days after receiving the notice (or within the period otherwise specified by the Entity) and send them to the Entity for review.
- V. Contractor shall, at the same time of submitting the supervision plan, submit the supervision engineer to the Entity for examination; if there are any comments from the Entity, Contractor shall correct them within 14 days after receiving the notice (or within the period otherwise specified by the Entity) and send them to the Entity for review.
- VI. If there is a change in the design of the construction, Contractor shall complete the change in the design budget within 14 days from the date of receipt of the official notification from the Entity (or within the period otherwise specified by the Entity), and shall submit several copies (the number of copies shall be determined by the Entity) of the relevant illustration documents to the Entity for review and approval, and shall make a presentation in accordance with the needs of the Entity. If there are any comments from the Entity, Contractor shall correct them within 14 days after receiving the notice (or within the period otherwise specified by the Entity) and send them to the Entity for review.
- VII. Unless otherwise specified in the contract, Contractor shall

submit several copies (the number of copies shall be determined by the Entity) of the documents, drawings, information files, etc. submitted by Contractor at each stage to the Entity for review and correction within 14 days after receipt of the notice (or within the period otherwise specified by the Entity), and submit them to the Entity for review.

- VIII. Contractor shall submit all documents, drawings and related results, and all documents and information required by the Entity at each stage (including but not limited to meeting information, meeting minutes, various analyses and evaluations, price and labor studies, etc.) within the deadline in accordance with the provisions of this Article 7; if no deadline is specified, the deadline for submission shall be in accordance with the provisions of the Contract and related annexes, or the deadline specified by the Entity.
- IX. Contractor should consider the review operation time during the schedule. If Contractor fails to submit the drawings and documents on time, or if the documents are not submitted and amended in accordance with the contract and relevant regulations, Contractor shall be fully responsible for the delay in the subsequent operation schedule and shall not request for extension of time or increase of service price.
- X. If Contractor fails to submit drawings, schedules or documents on time during the design and construction stage, or fails to complete the relevant external audits on time, Contractor shall be fully responsible and shall not request any extension of time or increase in payment, and the Entity may impose late penalties in accordance with Article 13 of this Contract. Contractor should consider the receipt, issuance and delivery schedule of the correspondence and submit the drawings and documents in advance.
- XI. If the drawings and documents submitted by Contractor during the design and construction stage (including missing or supervisory responses, design interpretation operations, etc.) are incomplete or of poor quality, resulting in incomplete review, the Entity may request Contractor to complete the replacement before starting the follow-up review operation. Therefore, the date of delivery of the edition shall be recognized as the date of completion of the replacement by the manufacturer. The Entity may, in accordance with the provisions of Article 13 of this Contract, count late penalties, for which Contractor shall be fully liable and shall not be required to extend the period of work or increase the payment.

- XII. Contractor's responsibility for the supervision service shall commence with the written notice from the Entity and end with the acceptance of all the works under this Contract.
- XIII. In the case of design changes, the date of arrival of the notice from the Entity shall count.
- XIV. The Entity shall complete the examination of the written documents submitted by Contractor at each stage within 20 days after receiving the written information.
- XV. During the construction stage, Contractor shall complete the examination and submit written examination opinions within 14 days (or within the period otherwise specified by the Entity) after receiving the construction unit's project pricing and change design documents; all kinds of documents and drawings submitted by the rest of the construction units (including the interpretation of the drawings), should be received within 10 days (or within the period otherwise specified by the authorities) to complete the examination and submit written examination comments.