國家同步輻射研究中心
National Synchrotron Radiation Research Center
新竹市科學工業園區新安路101號
101 Hsin-Ann Road, Hsinchu Science Park
Hsinchu 30076, Taiwan, R.O.C.
Tel: +886-3-578-0281
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www.nsrrc.org.tw

(109.06.16) Ver.

本契約條件不允許任何協調或異動。投標前敬請詳讀契約條件。

Please note that this Terms and Conditions are non-negotiable and non-changeable.

Please carefully read and understand T&C's before you submit bid document.

Terms and Conditions of Contract

Contract No. SRPO-1090583

The following documents comprise the Contract No. SRPO-1090583 between (hereinafter referred to as the "Seller") and NATIONAL SYNCHROTRON RADIATION RESEARCH CENTER (hereinafter referred to as the "Buyer" or "NSRRC"), with an address at 101 Hsin-Ann Road, Hsin-Chu Science Park, Hsin-Chu 30076, Taiwan, R.O.C. The Seller agrees to sell and NSRRC agrees to buy the below mentioned Mirror chamber for vertical collimating mirror (hereinafter referred to as the "Product") in accordance with this Contract and NSRRC's SRPO-1090583 Tender Documents.

以下文件構成（　　)(以下簡稱"賣方")與財團法人國家同步輻射研究中心(以下簡稱"買方"或"NSRRC")之間的契約編號SRPO-1090583，地址為台灣新竹市科學園區新安路101號，賣方同意出售並與NSRRC同意依據本契約SRPO-（1090583）及招標文件購買以下提及標的（垂直準直鏡鏡箱）(以下簡稱"產品"）：

The contract documents and their effectiveness契約文件及效力

The contract includes the following documents：

1. Tender documentation and any amendments or supplements thereof.

2. Tender and any amendments or supplements thereof.

3. Award document and any amendments or supplements thereof.

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

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

契約包括下列文件:

1.招標文件及其變更或補充。

2.投標文件及其變更或補充。

3.決標文件及其變更或補充。

4.契約本文、附件及其變更或補充。

5.依契約所提出之履約文件或資料。

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

1. The contents of tender documentation shall prevail over the contents of tender.
2. In the event of any discrepancies between the Annexes to this Contract and the documents provided by the Seller in this Contract, such

inconsistencies shall be void unless otherwise they are more favorable to the NSRRC.

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

契約所含各種文件之內容如有不一致之處，除另有規定外，依下列原則處理：

1. 招標文件之內容優於投標文件之內容。

2. 本契約之附件與本契約內之賣方文件，其內容與本契約條文有歧異者，除對NSRRC較有利者外，其歧異部分無效。

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

Commodity, Specifications & Description 標的物規格及說明

Buyer’s Price List of Tender and Specifications (As per Attachment I)
(買方標價清單及技術規格如附件I)

Marking裝運嘜頭

The Seller shall place the following marking on the exterior of all containers, packages and invoices:

Contract No. SRPO-1090583

Consignee: National Synchrotron Radiation Research Center

Address: 101 Hsin-Ann Road, Hsin-Chu Science Park, 30076 Hsin-Chu, Taiwan.
The Contract Number shall be indicated on the outside of each package.
The Seller shall place on the exterior of each container or package delivered, in a waterproof envelope, one (1) cope of the Packing List; and two (2) copies of the Packing List shall be packed inside each container or package.
賣方裝箱、包裹外面及發票應註記契約書SRPO-1090583編號、收貨人--財團法人國家同步輻射研究中心、地址－30076新竹市科學園區新安路101 號。賣方應將一份裝箱清單裝入防水封套內置於每一裝箱或包裹外層，兩份裝箱清單置於每一裝箱或包裹內層

Title and Risk風險轉移
Products shall be delivered DPU NSRRC’ s Jobsite, Incoterms 2020.
Risk of loss shall pass when the Product are delivered DPU NSRRC’ s Jobsite.
Title in the Product shall pass to the NSRRC respectively upon the completion of payment and receiving by the NSRRC, under the Contract.
標的物依照2020年版之國貿條規應送交至NSRRC指示之工作場所並完成卸貨，產品交運且卸貨後其損失風險始可轉移至NSRRC。依契約書約定；NSRRC付清貨款其財產分別轉移至NSRRC

Delivery交運

The Product shall be completed and delivered DPU at NSRRC’s Jobsite, Hsin-Chu, Taiwan, within 450 calendar days by the date of awarding contract(MM/DD/2020).
契約書標的物應於決標日起450個日曆天內送達至NSRRC指定之工作場所並完成卸貨。
Air shipment and partial shipment is not allowed.
空運且不允許分批交貨
After final delivery of the Product, the Seller shall complete the installation and test of the product, within 60 calendar days after the date of NSRRC’s written notification.
標的物交付後，賣方收到NSRRC通知後起60個日曆天內完成標的物之安裝及測試

Extension 展期

Where there is any of the following circumstances that is not attributable to the Seller within the time-limit for contract performance, and the extension of the time-limit for contract performance is needed, the Seller shall inform NSRRC in writing with evidence and apply for an extension to NSRRC in writing within _7_calendar days after such circumstance occurs or disappears. After assessing the circumstance, NSRRC may agree in writing to extend the period of contract performance and not to calculate liquidated damages for the extension period. If the delay is less than or equal to half a day, it will be counted as half a day; if the delay lasts over half a day but less than a day, it will be counted as a day.

履約期限內，有下列情形之一，且確非可歸責於賣方，而需展延履約期限者，賣方應於事故發生或消失後7日曆天內通知NSRRC，並檢具事證，以書面向NSRRC申請展延履約期限。NSRRC得審酌其情形後，以書面同意延長履約期限，不計算逾期違約金。其事由未逾半日者，以半日計；逾半日未達1日者，以1日計

1. A force majeure as specified in the contract.

   發生契約規定不可抗力之事故

2. Unable to work because of weather.

   因天候影響無法施工

3. Request of suspension of work in whole or in part by NSRRC.

   NSRRC要求全部或部分暫停履約

4. Contract amendment or increase of the quantities or items of the Product of contract.

   因辦理契約變更或增加履約標的數量或項目

5. Failure of the NSRRC to fulfill its contractual obligation in time.

   NSRRC應辦事項未及時辦妥

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

   由NSRRC自辦或NSRRC之其他契約商因承包契約相關履約標的之延誤而影響契約進度者

7. Other circumstances approved by the NSRRC that are not attributable to the Seller.

   其他非可歸責於賣方之情形，經NSRRC認定者

Contract Price 契約金額

NSRRC agrees to pay the Seller a firm fixed lump sum price of Currency ( ) DPU (Delivery at Place Unloaded) at NSRRC’s Jobsite, Hsin-Chu, Taiwan (hereinafter referred to as “Contract Price”).
NSRRC同意付給賣方契約總價金Currency ；交易條件為送達至NSRRC指定之場所並完成卸貨

Unless otherwise agreed upon, the trade terms in this Contract shall be governed and construed under and by the provisions of INCOTERMS 2020.
除另有規定外，上述交易條件悉依 INCOTERMS 2020 內容辦理

Seller shall insure the personnel engaged by Seller or its sub-contractor against the risk of illness, accident, disability, invalidity or death during their stay in Taiwan in accordance with regulations in force in Seller’s country and in accordance with the mandatory requirements, if any, of laws and regulations of Taiwan.
賣方依其所屬國家強制規定或台灣相關法令應負責參與本契約所屬員工及其次契約商人員在台期間有關疾病、意外、傷殘、死亡等規定保險

Taxes and Duties 稅捐

Seller shall be responsible for all taxes, duties, customs duties, tariffs and harbor duties imposed by the governments or any other authority, institution or official body of all countries other than Taiwan, R.O.C.
賣方負責台灣以外之所有國家的政府或任何其他機關之所有稅賦、關稅、港捐等費用

In the event of the Seller shall dispatch their employee to Taiwan in order to perform the Contract, Taiwan (R.O.C.) government will impose withholding tax on all individual income taxes of such employee during the period of Taiwan.
如果賣方派員到台灣執行契約，本國政府將對在台期間對該僱員的所有個人所得稅徵收預扣稅

The rate of such withholding tax is 20%, which may vary according to applicable tax treaties.
預扣稅率為20%，根據適用的稅收協定可能有所不同

Payment Terms 付款

NSRRC shall open an irrevocable Letter of Credit in favor of the Seller, through a Bank registered in Taiwan for the Total Contract Price.
NSRRC應在台灣登記之外匯銀行開具全額不可撤銷信用狀至賣方
All banking charges except L/C issuing charges are for beneficiary’s account.
除信用狀開狀費用外，其他相關之銀行費用由賣方支付

90% on delivery and well-receiving by NSRRC in accordance with the following documents:

1. Certified, manually-signed invoice fully describing the Contract No. and Detector delivered in two (2) copies; and
2. Packing List indicating Contract No. and the number of packages and contents of each package in two (2) copies; and
3. Airway Bill of Lading.
4. Certificate of Acceptance as AttachmentⅡ, which should be signed by the representative of NSRRC.

賣方交運且NSRRC收到本案標的後；銀行收到賣方以下文件後 付契約金額之90%

1.正式發票
2.裝箱單
3.空運提單文件
4.NSRRC請購單位履約付款同意書(如附件Ⅱ)

In the event of the delivery caused Seller’s delay, NSRRC has the right to deduct such delay penalty from this payment directly.
賣方若因遲交導致罰款，NSRRC有權由貨款扣抵罰款

10% after final inspection and acceptance in accordance with the following document:

1. Certified, manually-signed invoice fully describing the Contract No. and Detector delivered in two (2) copies; and

2. Certificate of Acceptance as Attachment Ⅱ, which should be signed by the representative of NSRRC.

NSRRC完成最後驗收；銀行收到賣方下列文件後付契約金額之10%

1.發票

2.NSRRC請購單位履約付款同意書(如附件Ⅱ)

Certificate of Acceptance should be completed within 30 calendar days from the date of NSRRC’s inspection & acceptance approval.

附件Ⅱ付款同意書應於NSRRC驗收合格之日起30日曆天完成

Adjustment of the contract price 調整契約價金，減價收受

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

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

Where an acceptance with price-reduction is decided by the NSRRC, the product of quantity for non-conformity and 50% (to be specified by the

NSRRC in the tender documentation; if not specified, the percentage shall be determined in accordance with paragraph 2 of Article 98 of the Enforcement Rules of the Act) of unit price of the non-conformity item will be reduced. Moreover, a penalty of 20% (to be specified by the NSRRC in the tender documentation; "20 %" if not specified) of the reduced amount shall be paid by the Seller.

However, if the size of the product does not meet Specifications, the amount of the price reduction may be calculated according to the ratio of the difference in size; if the labor or material does not meet the Specifications, the amount of the price reduction may be calculated according to the difference between the labor or materials; if non-conformity part does not belong to size, labor, or materials, the amount of the reduction may be calculated according to the ratio of the difference in weight, weights.

採減價收受者，按不符項目標的之契約單價50% (由NSRRC視需要於招標時載明；未載明者，依採購法施行細則第98條第2項規定) 與不符數量之乘積減價，並處以減價金額20%(由NSRRC視需要於招標時載明；未載明者為20%)之違約金。但其屬尺寸不符規定者，減價金額得就尺寸差異之比率計算之；屬工料不符規定者，減價金額得按工料差額計算之；非屬尺寸、工料不符規定者，減價金額得就重量、權重等差異之比率計算之

The sum of the reduced amount and the penalty on any specific item shall be limited to the amount according to multiplying the quantity and unit price of item specified in the price list or detailed price lists.

個別項目減價及違約金之合計，以標價清單或詳細價目表該項目所載之複價金額為限

Guarantee Bond 保證金

A guarantee bond, if any, shall be deposited by tenderers in the form of cash, promissory note, check or certified check issued by Taiwan financial institution, Taiwan postal money order, Taiwan government bond, Taiwan’ s certificate of deposit pledged to the NSRRC, irrevocable stand-by letter of credit issued or confirmed by a bank, or Taiwan bank guarantee or Taiwan insurance policy under which Taiwan bank or insurer shares the liability with the tenderer jointly and severally, in accordance with the formats prescribed by the “Regulations for Bid Bond, Guarantee Bond and Other Guarantees according to http://lawweb.pcc.gov.tw/EngLawQuery.aspx.

If standby L/C issued in SWIFT format MT760(field 40C applicable rule) shown "ISPR"; or SWIFT format MT799 showing "This standby letter of credit is subject to ISP98, ICC Publication No.590.", we accept such standby L/C in SWIFT formats either in MT760 or MT799 by applying ISP98 rule. The content of standby Letter of Credit adopted and drafted by Public Constructions Commission(PCC) Executive Yuan in its standard specimen remains unchanged. Simply ISP98 rule prevailingly apply and overrides UCP rule

保證金應由賣方以現金、金融機構簽發之本票或支票、保付支票、郵政匯票、政府公債、設定質權之金融機構定期存款單、銀行開發或保兌之

不可撤銷擔保信用狀繳納，或取具銀行之書面連帶保證、保險公司之連帶保證保險單繳納，並應符合押標金保證金暨其他擔保作業辦法規定之格式

若以SWIFT MT760格式（欄位40C的適用規則）顯示為“ ISPR” 簽發的擔保信用狀；或以SWIFT MT799格式顯示“此擔保信用狀適用ISP98規則，ICC出版物編號590.”的方式簽發，該擔保信用狀為工程會所提供標準範本不變，使用ISP98規則，NSRRC可以接受

Please see below as bank account information for T/T, and all paying bank, intermediary bank charges borne and originator bank charges borne by the seller.

針對電匯之銀行帳號資訊如下，請留意賣方須負擔所有銀行手續費

Bank Name: Mega international commercial bank co Ltd.

Branch:Hsinchu Science Park Hsin-An Branch

Swift Code: ICBCTWTP020

Address: No 1. Hsin-An Road, Hsinchu Science Based Industrial Park Hsinchu City, Taiwan (30076)

Beneficiary：National Synchrotron Radiation Research Center

Account No.：020-53-126288

銀行名稱: 兆豐國際商業銀行 竹科新安分行

Swift 代碼: ICBCTWTP020

地址: 新竹市科學工業園區新安路一號

戶名:財團法人國家同步輻射研究中心

帳號: 020-53-126288

Please see below as bank account information for L/C.

針對信用狀開立之銀行資訊如下

A guarantee bond, if any, may be submitted by the way of an irrevocable Standby Letter of Credit in favor of NSRRC.
Aforesaid L/C shall be issued or confirmed through Mega International Commercial Bank Co., Ltd. HSP. Hsin-An Branch Taiwan R.O.C. (Swift code: ICBCTWTP020), with an amount as set forth in corresponding article and Attachment III hereto.
如有履約保證金，可以通過不可撤銷之信用狀方式提交給NSRRC。前述信用狀應通過兆豐國際商業銀行科學園區分行 Swift code: ICBCTWTP020 確認之。其金額符合相關條款和附件三之規定

Extension of the Valid Period of Documentary Guaranty保證書狀有效期之延長

When the Seller fails to perform the Contract within a time-limit stipulated in the Contract, or due to any event attributable to the Seller that result work cannot be performed within the period of letter of guarantee, insurance policy or letter of credit, or the Buyer cannot complete the inspection and acceptance within such period, the same period shall be extended accordingly. If the Seller has not arranged the extension as advised by the Buyer, the Buyer will proceed to collect the performance bond into custody before its expiration. All the charges thus incurred because of the collection of the performance bond shall be borne by the Seller. The aforesaid shall also apply where the expenses or exchange losses due to releasing the guarantee bond herein incurred.

賣方未依契約規定期限履約或因可歸責於賣方之事由，致有無法於保證書、保險單或信用狀有效期內完成履約之虞，或NSRRC無法於保證書、保險單或信用狀有效期內完成驗收者，該保證書、保險單或信用狀之有效期應按遲延期間延長之。賣方未依NSRRC之通知予以延長者，NSRRC將於有效期屆滿前就該保證書、保險單或信用狀之金額請求給付並暫予保管，其所生費用由賣方負擔。其須返還而有費用或匯率損失者，亦同。

If cause of any extension cannot attributable to the Seller, NSRRC is responsible for all handling charge resulting from extension of the valid period of documentary guaranty.
如果任何延期的原因不能歸於賣方，NSRRC將負責延長有效期的文件擔保所產生的所有手續費

Performance Bond (PB)
The Seller shall furnish NSRRC with a PB within 90 calendar days from the date of awarding contract, in order to secure its faithful performance of this Contract.
賣方為確保其履行契約之誠心，應於決標日起90天日曆天內提供買方履約保證金

The PB shall be (10) % of the Total Contract Price, which is Currency ( ).
履約保證金為契約價金之10%；金額為幣別( )

The Seller may deposit a guarantee bond in the form of an irrevocable standby letter of credit issued or confirmed by a bank, bank’s written joint and several guarantee or insurer’s insurance policy of joint and several guarantee, the validity period of such instruments shall be 90 calendar days

longer than the time-limit for final construction, supply or installation prescribed in the contract.
賣方可以以銀行發行或確認之不可撤銷信用狀，銀行書面聯合擔保或者保險公司連帶擔保的保險單的形式存入擔保債券，其有效期應較契約約定之最後施工、供應或安裝期限長90日曆天

Where the contract is terminated due to causes attributable to the Seller, NSRRC shall have the right to collect the PB.
因可歸責於廠商之事由，致終止或解除契約者，NSRRC有權沒收履約保證金。

The PB shall be returned without interest within thirty (30) calendar days upon Inspection and Acceptance of the Product by NSRRC.
履約保證金於履約驗收合格且無待解決事項後30日曆天內發還

Government Approvals政府許可
The Seller’s obligations hereunder are contingent upon the Seller being able to obtain all necessary Government licenses, permits, authorizations and other clearances.
賣方有義務視情況取得所有必要之政府執照、許可、授權及其他通關等文件

The Seller shall undertake to obtain such licenses, permits, authorizations and other clearances and shall inform NSRRC of any delays or difficulties relating thereto.

賣方應開始申請通過此類政府執照、許可、授權及其他通關等文件並應通知NSRRC相關之任何延遲或困難

Any and all export licenses, permits, authorizations and other clearances required by Government shall be secured by the Seller at the Seller’s costs and expense.
所有必要之政府執照、許可、授權及其他通關等費用應由賣方負擔

Such clearances may be granted subject to incorporation herein of certain clauses or terms required by the Government or other government agency, and NSRRC agrees that any such required clauses may be incorporated herein.
此類許可可在此處納入政府或其他政府機關要求的某些條款或條款，並且NSRRC同意任何此類要求條款可以併入本文

Force Majeure 不可抗力事故
The Seller shall not be liable for failure to delivery or delays in delivery, or for delay in performance or non-performance, occasioned by causes beyond Seller’s control, including but not limited to, acts of God, labor troubles, strikes, lockouts, war, riots, insurrection, civil commotion, government action, supplement or amendment of government laws and regulations, other circumstances approved by NSRRC as force majeure or other similar or dissimilar cause.

賣方不應對由於超出賣方無法控制的原因（包括但不限於天災，勞工糾紛，罷工，停工，戰爭）造成的交付延遲或延遲交付，延遲履行或不履行義務承擔責任，暴動，叛變、民變，政府行為，政府法律法規的補充或修改，NSRRC批准的其他情形，如不可抗力或其他類似或不同的原因。

Delay Penalty 延遲罰款

The Product shall arrive at NSRRC within 450 calendar days by the date of awarding contract.

契約標的物應依契約所訂決標日起450日曆天內到達NSRRC

After final delivery of the Product, the Seller shall complete the installation and test of the product, within 60 calendar days after the date of NSRRC’ s written notification.

標的物交付後，賣方收到NSRRC通知後起60個日曆天內完成標的物之安裝及測試

If arrival date of the Product or aforesaid installation and test completion fails to do so, a delay penalty shall be assessed in an amount of either:

如標的物最後抵達日期或上述賣方無法符合上述期限規定，延遲罰款計算依下述

1. To be calculated by each day delayed on the basis of One Tenth Percent (0.1%) of the total Contract Price; or

   每日依契約金額之0.1%計算延遲罰款

2. To be calculated by each day delayed on the basis of Zero Point Three Percent (0.3%) of the price according to Delivery Schedule delayed or aforesaid installation and test completion fails to do so, when NSRRC confirms that unfulfilled portion of the contract does not interfere the use of finished portion.
   如經NSRRC認定未完成履約之部分不影響其他已完成部分之使用者；每日依延遲項目之契約金額之0. 3%計算延遲罰款。

   Where the Buyer’s import Custom clearance results in the Product delayed, aforesaid delayed days calculation from the day after Product arrives at Taiwan airport or Taiwan sea port to the Product arrival date at NSRRC shall be waived off.
   本案標的物若因NSRRC之進口清關導致逾期，自標的物到達台灣機場或港口之次日起至標的物送達NSRRC之日數，應不計算逾期天數

Where a serious delay above 20% or more of contract performance due to the Seller’s default (In the event that the arrival date of the Product for the above is exceeding 540 calendar days by the date of awarding contract, or aforesaid installation and test completion is exceeding 72 calendar days after NSRRC’s written notification, NSRRC has the right to either:

由於賣方違約而導致契約履行嚴重延遲超過20%或更多的情況(如標的物抵達NSRRC之日期無法符合決標日起540個日曆天交運規定或上述賣方的安裝和測試日期超過了賣方收到NSRRC之通知日起72個日曆天之規定，NSRRC有權：

1.terminate this Contract by default ;or

2.grant an extension depending on Seller’ s written explanation, but delay penalty shall be calculated continually, the maximum amount of delay penalty should not exceed Twenty Percent (20%) of the total Contract Price.

1.解除本契約；或

2.在延遲罰款累計未達至契約金額之20%情況下，視賣方書面說明同意再予延期交貨

Gratuity and Commissions 酬金與佣金

The Seller certifies by signing this Contract that no gratuities, gifts or personal favors, either direct or indirect, have been or shall be given or in any way conferred by the Seller to any of the officers, personnel or staff members working in NSRRC or the agencies connected or associated therewith.

賣方簽約即擔保不得支付酬金、禮品或間接、直接之個人利益予採購標的物有關NSRRC人員

NSRRC is a government supported, non-profit, scientific research laboratory.

NSRRC為一政府支持、無營利目的之科學研究實驗機構

The Seller and/or his suppliers shall not give any commission, rebate, gifts or any other form of benefit to any personnel of the R.O.C. Government involved in transactions covered by this Contract.
賣方不得提供任何之佣金、賄賂、禮品或任何變相之利益予NSRRC涉及本契約之相關人員

Violation of this stipulation shall cause the Seller to be subjected to any and all punishments prescribed by law, and to be liable for all consequences and make compensation to NSRRC for any loss arising from such violation.
違反此規定賣方將受法律制裁並賠償NSRRC所造成之損失

Termination for Convenience 契約終止
NSRRC has the right to terminate this Contract for its convenience, in whole or in part, by written notice to the Seller, specifying the extent to which performance of work under the Contract is terminated and the date on which such termination becomes effective.
NSRRC有權依書面通知方式註明因NSRRC因素終止全部或部分契約，通知書應載明契約執行最後日期

The Seller shall without delay terminate all matters affected by or resulting from such termination.
賣方應立即終止所有與契約相關之工作

Promptly after the effective date of the termination, the Seller shall submit its claim for all costs incurred prior to termination (NSRRC shall not accept the claim in relating to the Seller’ s administrative costs), but under no circumstances shall the amount paid by NSRRC exceed the Contract Price of the System terminated.
賣方應盡速於契約終止生效後提出與契約終止前所產生的成本求償；此求償不應包括賣方之行政管理費用在內。任何情況下NSRRC不接受超出契約價金之求償費用。必要時NSRRC對賣方之求償得請雙方同意之第三獨立之稽核人員審查。雙方應相互協議清算求償金額

If considered necessary, NSRRC shall submit the Seller’ s claim to an independent auditor (which has been agreed to by the Seller) for verification.
如有須要，NSRRC應將賣方申訴送請雙方同意之獨立稽核認證之

NSRRC shall negotiate a settlement of the Termination for Convenience claim with the Seller.
NSRRC應與賣方協商因契約終止對賣方所提之申訴達成決算

The Product completely manufactured as of the effective date of termination shall be delivered to NSRRC.
契約終止有效日期起對完全製妥之標的物仍應運交NSRRC

For the Product delivered, NSRRC shall pay to the Seller the price of the Product plus any thereto resulting from reduced quantities by reason of the termination.
契約終止時NSRRC仍應支付交運標的物價款及任何因契約終止導致數量減少所產生的調整價格

In the event of a termination for convenience and subject to the terms set forth herein, any amount previously paid to the Seller that exceeds the value of the Seller’ s claim shall be refunded to NSRRC no later than thirty (30) calendar days after conclusion of the termination settlement.
如因契約終止，NSRRC已支付之貨款如比NSRRC求償金額高，超出之金額應於達成契約終止決算次日起30日曆天內退還NSRRC

Termination for Default 契約解除
NSRRC has the right, by written notice to the Seller, to terminate this Contract for default, in whole or in part, if the Seller fails to :
NSRRC有權因可歸責於賣方因素之違約時；書面通知賣方解除契約之全部或部份：

(a)Complete the ordered Work and deliver the Product within the time specified in this Contract or any written extension;
對已下訂之作業及已交運之採購標的於規定期限內繼續完成之；或達成任何書面之延期

(b)Make progress, so as to endanger performance of this Contract; or
提出改進方式，以免危及契約執行。

(c) Perform any of the other provisions of this Contract.

執行契約中其他任一條款。

NSRRC’s right to terminate this Contract under above (a), may be exercised if the Seller does not cure such failure within thirty (30) calendar days (or longer if authorized in writing by NSRRC) after receipt of a written notice from NSRRC specifying the failure.

NSRRC在前款(a)情況下如賣方仍無法於NSRRC書面同意之日期次日起30日曆天內或NSRRC書面同意之更長期限內修正缺失，則NSRRC有權終止本契約

Patent and Copyright Infringement 專利及侵犯版權

The Seller shall, at its own expense, defend any suit or proceeding brought against NSRRC, based on a claim that the Product, or any part thereof, delivered to any accepted by NSRRC constitutes an infringement of any patent of a third party in the Republic of China (Taiwan) or the countries of manufacture, sale and use, if notified promptly in writing by NSRRC and given the Seller information and assistance for the defense of the same, and the Seller shall pay all damages and costs awarded therein against NSRRC.

本契約標的或其部份，若涉及任何對NSRRC之控訴或正在進行中之訴訟，賣方應免費提供保護。標的或其部份運抵至NSRRC並經其接收後，如在中華民國台灣境內或於製造商、銷售使用所在之國家中構成對第三者之任何專利侵犯，一旦收到NSRRC書面通知，在NSRRC提供賣方因辯護同樣所需之資訊與協助情況下，賣方應負擔對NSRRC造成之所有損害成本費用。

In the case that the Product, or any part thereof, is in such suit held to constitute an infringement and the use of the Product or part is enjoined, the Seller shall, at its own expense, either procure for NSRRC the right to continue using the Product or part or replace the same with noninfringing the Product or part, or modify it so that it no longer infringes upon the patent rights of the original article.
如契約標的或其部份涉及侵權控訴遭受禁用，賣方應免費提供NSRRC相同且無侵權爭議之契約標的或其部份供NSRRC繼續使用，或將原涉及侵權之契約標的或其部份加以修正至無侵權爭議後供NSRRC繼續使用，以維NSRRC之權益

Inspection and Acceptance 驗收
NSRRC shall conduct the inspection and acceptance and take minutes within 30 calendar days after either receiving a ready-for-inspection notification from the Seller or completing the prior procedures for inspection and acceptance.
NSRRC應於接獲賣方通知備驗或可得驗收之程序完成後30日曆天內辦理驗收，並作成驗收紀錄

The Seller agrees to provide and NSRRC agrees to purchase the Product in accordance with the inspection and acceptance set forth below（Please select）:
買方同意並提供NSRRC所購置之標的物並依以下方式辦理驗收
☑ Seller’s Test Reports document (賣方測試報告文件)
☐ Functional Test by Seller (賣方執行功能測試)

☑ On-site Installation and Functional Test by Seller (賣方執行現場安裝及測試)

☑ Functional Test by NSRRC (NSRRC執行功能測試)

☐ Performance Test in accordance with the check list, which should be offered by NSRRC after both side’s Detailed Design Reviewing.

Where a defect is discovered at the Product of contract performance by preliminary inspection or inspection and acceptance, NSRRC may require the Seller to improve, demolish, re-do, recall or replace (hereinafter referred to as the “modification") within specific time limit. (Aforesaid time limit shall be decided by the chief inspector.) If the Seller does not make modifications in the time-limit, the amount of liquidated damages for delay in modification shall be calculated pursuant to Article “Delay Penalty” hereof. However, this provision shall not apply to the circumstance where a delayed modification is still within the original time-limit for contract performance

廠商履約結果經 NSRRC 初驗或驗收有瑕疵者，NSRRC 得要求廠商限期（上述期限由主驗人定之）改善、拆除、重作、退貨或換貨(以下簡稱改正)。逾期未改正者依本契約規定計算逾期違約金。但逾期未改正仍在契約原訂履約期限內者，不在此限

If the Seller does not make modifications in the time-limit set in the preceding subparagraph, refuses to modify, is not able to modify the defects,

or when the number of modifications is over _____times (to be specified by NSRRC in the tender documentation, optional) but the defects still cannot be modified, NSRRC may take any of the following actions:

廠商不於前款期限內改正、拒絕改正或其瑕疵不能改正，或改正次數逾____次(由 NSRRC 於招標時載明；無者免填)仍未能改正者，NSRRC 得採行下列措施之一：

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

2. Terminate the contract pursuant to Article "Terminate for Default", or reduce the contract price.

1. 自行或使第三人改正，並得向廠商請求償還改正必要之費用。

2. 依本契約之契約解除條款解除契約或減少契約價金。

Warranty 保固

The Seller warrants that the Product delivered by the Seller to NSRRC shall be of new manufacture, free from defects in material, workmanship.
賣方為確保契約標的物之品質材料及製造水準、生產日期，應提供NSRRC保固

The Seller agrees that this warranty will remain in force for 12 months for the Product by the date of Inspection and Acceptance by NSRRC.
賣方同意NSRRC驗收完成日起提供NSRRC12個月保固期

Defects as mentioned in this Article, include, but not limited to, breakage, collapse, damage, and function or performance not meeting the contractual requirements, with the exception of force majeure or other circumstances not attributable to the Seller specified under subparagraph of “Force Majeure”.
本條所稱瑕疵，包括損裂、坍塌、損壞、功能或效益不符合契約規定等。但屬本契約所載不可抗力或不可歸責於廠商之事由所致者，不在此限。

Where a defect of the Product of contract is found during the warranty period, the Seller shall be liable to make a free-of-charge modification unconditionally within the reasonable time-limit set by NSRRC. If the Seller fails to make a modification by the time-limit aforementioned, NSRRC may take necessary actions. Any expense thus incurred shall be borne by the Seller. In the event of insufficiency, the compensation shall still be borne by the Seller. However, NSRRC shall bear the rectification expenses in the event of vandalism, misuse, normal wear and tear of spare parts, or any other defects due to causes not attributable to the Seller.
在保固期內發現瑕疵，賣方有責任在NSRRC規定的合理時限內無條件地進行免費修改。如果賣方未能按上述時限進行修改，NSRRC得逕為處理，所產生的任何費用應由賣方承擔。不足時向賣方追償。但是，如果發生故意破壞，誤用，零件正常磨損或因賣方不可歸因的原因造成的任何其他缺陷，NSRRC應承擔修改費用

If the entire Product of procurement is not usable for a period due to defects resulted from causes attributable to the Seller during the warranty period, the said period shall not be included in the warranty period; as for a part of the Product of procurement is not usable for a period due to defects resulted from causes attributable to the Seller, the said period shall not be included in the warranty period for such part of the Product of procurement, and NSRRC shall notify the Seller accordingly.
保固期內，採購標的因可歸責於賣方之事由造成之瑕疵致全部無法使用時，該無法使用之期間不計入保固期；致部分採購標的無法使用者，該部分採購標的無法使用之期間不計入保固期，並由NSRRC通知賣方。

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

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

Within 30 calendar days after the correction of a defect, in the event that NSRRC considers that the defects may affect the function and performance of any part of the Product of procurement, NSRRC may request the Seller to conduct tests basing on the original testing procedures as set forth in the

contract. If such defect was due to causes attributable to the Seller, the Seller shall bear the expenses of testing thus incurred.

瑕疵改正後30日曆天內，如NSRRC認為可能影響本履約標的任何部分之功能與效益者，得要求賣方依契約原訂測試程序進行測試。該瑕疵係因可歸責於賣方之事由所致者，賣方應負擔進行測試所需之費用。

NSRRC may notify the Seller to send personnel to jointly inspect the warranty matters within the warranty period and before the expiry of the warranty period.

NSRRC得於保固期間及期滿前，通知賣方派員會同勘查保固事項。

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

保固期滿且無待決事項後30日曆天內，NSRRC得應廠商要求簽發一份保固期滿通知書予賣方，載明賣方完成保固責任之日期。

Assignment 讓渡

Neither this Contract nor any part thereof nor any right arising therefrom shall be transferred or assigned to any other individual, firm, partnership, corporation, institution, or government agency without the prior written consent of the other party; provided, however, that such consent shall not be unreasonably withheld.

契約或債權之部分或全部，若無雙方事先所提供的書面同意，任一方不得逕自轉讓予其他之個人、商號、合資、公司、機構、政府代理機構，此同意不得訴之因不合理原因予以拒絕

Dispute Settlement 爭議處理

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

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

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

   依採購法第 85 條之 1 規定向採購申訴審議委員會申請調解。

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

   經契約雙方同意並訂立仲裁協議書後，依本契約約定及仲裁法規定提付仲裁。

3. Refer to protest or complaint pursuant to Article 102 of the Act. 依採購法第 102 條規定提出異議、申訴。

4. Refer to civil litigation. 提起民事訴訟。
5. Refer to mediation according to other laws and regulations.

   依其他法律申(聲)請調解。
6. Refer to a dispute resolution team where both parties agree to establish.

   契約雙方合意成立爭議處理小組協調爭議。
7. Refer to other means provided herein or agreed by both parties.

   依契約或雙方合意之其他方式處理。

Arbitration 仲裁

For any dispute cannot be settled by mutual agreement, both sides shall be finally settled by arbitration.

雙方爭議如無法達成協調時，雙方最終可以通過仲裁解決

The party initiating arbitration shall first advise the counter-party in writing of the name of its arbitrator and demand that the counter-party supply in writing the name of its arbitrator within one (1) month. These two arbitrators shall, within two (2) weeks, together appoint a third arbitrator.

首先要求仲裁之一方應先書面建議對方仲裁名者名稱及要求對方一個月內書面提出仲裁者名稱。雙方仲裁者應於兩週內共同委任第三仲裁者

If the counter-party fails to name its arbitrator within the designated time, or if the two arbitrators are unable, within two (2) weeks, to agree on a third arbitrator, the arbitrator of arbitrators in question shall be appointed in accordance with the provisions of the Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC).
The arbitration shall be conducted in Singapore in accordance with the Rules of Conciliation and Arbitration of ICC.
如對方無法於期限內提出仲裁者，或雙方仲裁者無法於二週內協議出第三仲裁者，雙方應依國際商會仲裁條文規定委任第三仲裁者為國際商會在新加坡仲裁調解委員會擔任之

The Seller shall not suspend the execution of the Contract by reason of the reference of the dispute pending arbitration.
賣方不得因爭議發生仲裁為由停滯其繼續履行契約之義務

The arbitrators shall be bound by the provisions of the controlling rules in the course of trial and in arriving at a judgment.
仲裁者應受制法院審判結果

The arbitration ruling shall be enforceable by the courts of the countries of the Seller’s domicile and the Republic of China.
仲裁結果可在雙方所在地強制執行

The ruling shall also indicate how to distribute arbitrator’s fee and arbitration expenses between the Contract parties.

仲裁費用應由買賣雙方訂定之

Place of Performance 履約所在地

The place of performance of the Contract shall be the place where NSRRC’ s office is located.

本契約之履約所在地為NSRRC辦公室所在地

Waiver of Breach 放棄

The failure of either party, at any time, to require performance by the other party of any revision of this Contract shall in no way affect the full right to require such performance at any time thereafter.

任何一方無法完成契約規定時，不得影響另一方執行此契約時之所有權益

The waiver by either party of a breach of any provision of this Contract does not constitute a waiver of any succeeding breach of the same or any other such provision, nor shall it constitute a waiver of the provision itself.

任一方之違反本契約任一條款如獲另一方不予追究，不能被認為此方後來又違反同一條款，或合約的其他條款，另一方也同樣不予追究責任

Governing Language 適用語言

Any technical documents and data furnished in accordance with this Contract, unless otherwise specified herein, shall be written in English language.
依本契約規定；除另有規定，任何技術文件之數據提供應以書面英文為之

All notices and other communications affecting or pertaining to this Contract shall be in the English language.
所有通知及溝通文件應以英文為有效或附屬於契約中

Effective Date of Contract 契約生效
This Contract shall become effective by the date of awarding this Contract.
本契約於決標日起生效

Amendment修改
The Contract shall only be amended or modified in writing signed by the authorized representatives of the parties. Oral direction will not modify or change the provisions of the Contract
雙方應依其授權人員書面簽認契約修訂或更改。口頭指示修改契約條款內容為無效

Entire Contract 契約之完整
Provisions contained herein or incorporated herein by reference constitute the entire Contract and supersede all previous communications and

representations, either verbal or written, between the parties hereto with respect to the Product matter hereof.
無論雙方當事人有關契約標的物之口頭或書面協議，本契約條款內容構成全部協議並取代契約標的物買賣所有前溝通與代理之情事

IN WITNESS WHEREOF, NSRRC and the Seller have caused this Contract to be executed by their duly authorized officers or representatives as of the day and year indicated below.
買賣雙方正式授權其編制人員或代表依下述時間立此契約為憑，特此為證

Seller's Company Name	NATIONAL SYNCHROTRON RADIATION RESEARCH CENTER
BY:_____	BY:_____
NAME TYPED:	NAME TYPED: GWO-HUEI, LUO (羅國輝)

TITLE:

Date:

TITLE: Director(主任)

Date:

ATTACHMENT II

CERTIFICATE OF ACCEPTANCE

Pursuant to Contract No. SRPO-1090583 between (
)and **NATIONAL SYNCHROTRON RADIATION RESEARCH CENTER** in Taiwan, R.O.C., I, the duly authorized representative of this Center, hereby agree with the payment as the following:

☐ Completion of the Product delivery
☐ Deduct ( ) from the payment of the Product delivery due to delay penalty
☐ Completion of installation and the Product functional test

Joint Inspector

_____

Approved by Chief Inspector

_____
Title: Director
Name Typed: Gwo-Huei Luo

☐_____
Title: Principal Investigator
Name Typed:

☐ _____
Title: Group Leader
Name Typed:

☐ _____
Title: Division Leader
Name Typed:

☐ _____
Title: Deputy Director
Name Typed:

ATTACHMENT III

履約/保固保證金擔保信用狀格式
SPECIMEN OF PERFORMANCE /GUARANTEE BOND FORM

Irrevocable Standby Letter of Credit (see note 1)	**Credit number**
Place and date of issue	**Date and place of expiry (see note 2)**
Applicant	**Beneficiary** National Synchrotron Radiation Research Center
Advising bank	**Amount**

Gentlemen:

We hereby issue in your favor the Irrevocable Standby Letter of Credit which is available with any bank in Taiwan by negotiation against beneficiary's draft(s) or simple receipt(s) at sight drawn on us accompanied by the following document:

Beneficiary's signed statement certifying that ___(name of the Contractor, i.e. Successful Bidder)_ has deviated from the requirements as specified on the contract documents for ( ), under Contract No.SRPO-( ) of National Synchrotron Radiation Research Center

Special Instructions:

1. Partial drawings are allowed.
2. All charges including confirmation fee, if any, are for applicant's account.

We hereby agree with the drawers, endorsers and bona fide holders of draft drawn and negotiated under and in compliance with the terms of this credit that such draft(s) or simple receipt(s) will be duly honored without recourse upon presentation to the drawee.

This credit is subject to the Uniform Customs and Practice for Documentary Credits (____ Revision, International Chamber of Commerce, Paris, France, Publication No. ___)

_____

Authorized Signature

Notes:

1. The standby letter of credit shall be issued or confirmed by a bank registered in the Republic of China on Taiwan.
2. The place of expiry shall be indicated as "at the negotiating bank in Taiwan.