

**draft CONSTRUCTION AGREEMENT**  
**PH 35 and PH40 Greenhouse Construction SC-340-06**  
**under WorldVeg Research Infrastructure Modernization (RIM) Project**

**亞蔬-世界蔬菜中心總部改建計劃**  
**第 35 號及第 40 號溫室興建工程 SC-340-06**  
**工程合約（稿）**

**1. GENERAL PROVISIONS 一般條款**

- 1) This Agreement is made between the Owner and the Contractor for “PH35 and PH40 Greenhouse Construction SC-340-06 under WorldVeg RIM Project”.
  - 2) The term “Owner” in this Agreement means World Vegetable Center, legally known as Asian Vegetable Research and Development Center based in 60 Yi-Min Liao, Shanhua, Tainan, Taiwan.
  - 3) The term “Contractor” in this Agreement means \_\_\_\_\_ based in \_\_\_\_\_.
  - 4) The term “Architect” where it arises means EDS International based in F. 7 No. 47 Sec. 3 Chungshan North Road, Taipei, Taiwan.
  - 5) The term “Work” in this Agreement means the construction and services required by the Agreement Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor’s obligations.
  - 6) The Agreement represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Agreement may be amended or modified only by a written modification in accordance with Section 9.
- 1) 本合約「亞蔬-世界蔬菜中心總部改建計劃—第 35 號及第 40 號溫室興建工程 SC-340-06」係由甲乙雙方合議簽署。
  - 2) 本合約「甲方」一詞係指亞蔬-世界蔬菜中心，總部位於臺灣臺南市善化區益民寮 60 號。
  - 3) 本合約「乙方」一詞係指\_\_\_\_\_，辦公室位於\_\_\_\_\_。
  - 4) 本合約「建築師」一詞係指境向聯合建築師事務所，辦公室位於台北市中山北路三段 47 號 7 樓。
  - 5) 本合約「工程」一詞係指合約文件所要求的施工及服務，包括乙方為履行其義務而提供或將提供的所有其它勞務、材料、設備及服務。
  - 6) 本合約代表雙方之間的完整協議，並取代之前的書面或口頭協商、陳述或協議。



本合約僅可根據第九節的規定，以書面形式進行修定或修改。

## 2. AGREEMENT DOCUMENTS 合約文件

- 1) The Contractor shall complete the Work described in the Agreement Documents. The Agreement Documents include:
    - a. this Agreement signed by the Owner and Contractor;
    - b. drawings, specifications, schedule, and addenda prepared by the Architect;
    - c. other documents identified and prepared by the Architect with approval from the Owner.
  - 2) The intent of the Agreement Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Agreement Documents are complementary, and what is required by one shall be as binding as if required by all.
  - 3) Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner and the Architect.
- 1) 乙方應完成本合約文件載明之工程。本合約文件含:
    - a. 本合約；
    - b. 由建築師提供之工程圖說、施工說明書、施工期程、與本合約有關之附件；
    - c. 經甲方同意，由建築師事指定提供之其他文件。
  - 2) 合約文件的目的是，係涵蓋乙方正確執行及完成本工程所需的所有項目。合約文件係追加性的：對其中一方的規定，對各方均有相同的約束力。
  - 3) 建築師準備的文件係建築師專用於本工程的服務工具。乙方、分包商、再分包商及供應商，有權僅為執行本工程而使用及複製服務工具。未經甲方及建築師書面同意的情況下，服務工具不得用於本工程範圍之外的其它工程或追加工程。

## 3. AGREEMENT TIME 合約時間

- 1) This Agreement time is 160 working days since the date of signing. The Contractor shall substantially complete the Work within this period of time. Unless otherwise set forth by the Owner, the date of commencement is the date of the Agreement.
- 2) Time limits stated in the Agreement Documents are of the essence of the Agreement.



- 3) If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Agreement Time may be subject to equitable adjustment, if approved by the Owner.
- 4) Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.
- 1) 本合約時間係指自簽約日起算 160 工作日。乙方應於合約時間實質竣工。除非甲方另有規定，本合約生效日即開工日。
- 2) 合約文件中規定的時限為本合約之重點。
- 3) 如乙方在本工程進行中的任何時候，因本工程中指令的變更、勞動爭議、火災、交付的異常延誤、不可避免的傷亡、或乙方無法控制的其它原因而延誤，則合約時間得經甲方同意後進行調整。
- 4) 因延誤、或不合時宜的活動、或施工缺陷所造成的費用，應由責任方承擔。

#### 4. AGREEMENT SUM 工程價款

- 1) The Agreement sum is NTD \_\_\_\_\_. It includes all items and services necessary for the proper execution and completion of the Work.
- 2) The Agreement Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Agreement Documents.
- 1) 本合約工程價款為新臺幣\_\_\_\_\_元整，包括正確執行及完成本合約工程必須之所有項目及服務。
- 2) 本合約中規定的工程價款，包含授權的調整，係甲方就包商履行合約文件項下的工程，而向乙方支付的總金額。

#### 5. PAYMENT AND COMPLETION 付款及竣工

- 1) The Work is subject to assessment for acceptance and payment application in 6 installments:
  - a. 5% upon signing;
  - b. 20% upon total completion of the Work by 20%;
  - c. 25% upon total completion of the Work by 50%;
  - d. 20% upon total completion of the Work by 70%;
  - e. 25% upon total completion of the Work by 100%;
  - f. 5% upon final commissioning.

2) Applications for Payment:

a. At least 10 days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

The situation in which the semi-finished products or the incoming materials equipment can be estimated: the Owner will decide whether to give the semi-finished or material equipment contract price within 50% of the contract price after the semi-finished products or materials equipment enters the construction site. However, the semi-finished product or material equipment of the estimated price is still the responsibility of the Contractor. If there is any damage or loss, the Contractor shall be responsible for replacing the new product or making up the quantity.

b. The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

3) The Architect will, within 7 days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and the Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the

entire Application for Payment, and notify the Contractor and the Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such 7-day period, the Contractor may, upon 7 additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Agreement Time and the Agreement Sum shall be equitably adjusted due to the delay.

4) Progress Payment:

- a. After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Agreement Documents.
- b. The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.
- c. Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.
- d. A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Agreement Documents.

5) Substantial Completion:

- a. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Agreement Documents, so the Owner can occupy or utilize the Work for its intended use.
- b. When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and the Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Agreement Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.



- 6) Final Completion and Final Payment:
    - a. Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.
    - b. Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Agreement.
    - c. Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.
  - 7) Upon any of the following circumstances, the Owner may suspend the payment of the Agreement Sum until the circumstance is eliminated:
    - a. Performance progress is delayed by more than 5% of the planned progress due to reason attributable to the Contractor.
    - b. There are defects in performance and were not improved after receiving written notice for improvement.
    - c. Agreement obligations were not performed and were still not performed after receiving written notice for performance.
    - d. Other major breaches of this Agreement as identified by the Owner.
  - 8) This Agreement requires 2% of the contract price as performance and warranty bond. This bond shall be deposited within 30 calendar days after being awarded and shall be retained for 12 months after completion and commissioning.
- 1) 本工程分六期付款：
    - a. 簽約後支付 5% ；
    - b. 總完工率達 20% 支付 20% ；
    - c. 總完工率達 50% 支付 25% ；
    - d. 總完工率達 70% 支付 20% ；
    - e. 總完工率達 100% 支付 25% ；
    - f. 驗收後支付 5% 。
  - 2) 付款申請表：
    - a. 在每筆進度款確定日前至少 10 天，乙方應就以完成的項目，按本協議規定的價



格，向建築師提交付款申請表。該申請表應提供甲方或建築師可能合理要求的資料（例如向分包商及供應商的付款憑證及留置權的免除憑證），以證明乙方有權獲得付款。付款應根據已交付並適當存放於工地，以便日後納入本工程的材料及設備。如經甲方事先批准，亦可類似地就書面約定的工地以外地點所存放及保護之材料及設備進行支付。

半成品或進場材料設備得以估驗計價之情形：由甲方依年度經費支用情形，得於半成品或材料設備進場後，決定是否給予該項半成品或材料設備契約單價 50% 以內為原則之估驗計價，惟此估驗計價之半成品或材料設備，仍由乙方負保管責任，如有損壞或遺失，乙方需負責更換新品或補足數量。

- b. 乙方保證，付款申請表中所有工程之所有權，將在付款日前轉移給甲方。乙方進一步保證，在提交付款申請表後，所有先前已獲簽發付款證明及從甲方收到付款的工程，將盡乙方所知及信念，不存有留置權、索賠、擔保權益或其它不利於甲方利益的抵押。
- 3) 建築師將在收到乙方的付款申請表後 7 天內，（1）出俱付款申請表全額的付款證明給甲方，並將副本發給乙方；或（2）出俱經建築師釐定之正確到期金額的付款證明給甲方，並以書面形式向乙方及甲方告知建築師扣留部分認證的理由；或（3）拒絕就整份付款申請表進行認證，並向乙方及甲方告知建築師拒絕整份認證的理由。如在 7 天內未進行認證或通知，乙方可在向甲方及建築師發出另外七天的書面通知後停止本工程，直至收到欠款。合約時間及工程價款應公平基於該延遲進行調整。
- 4) 進度款：
  - a. 在建築師簽發付款證明後，甲方應按合約文件中規定的方式付款。
  - b. 乙方應在收到甲方的付款後，立即根據適用的分包合約條款及訂單所釐定的金額，支付各分包商及供應商。
  - c. 甲方及建築師均無須向分包商或供應商進行付款。
  - d. 就不符合合約文件所要求的工程，甲方的付款證明、進度款、或部分或全部使用或占用本工程，均不構成驗收。
- 5) 實質竣工日：
  - a. 實質竣工日係指，當本工程或其指定的部分，已根據合約文件大致竣工，使甲方可佔用或利用本工程於其預期用途時。
  - b. 當乙方認為本工程或其指定部分已實質竣工時，它將通知建築師。建築師將進行檢查以確定本工程是否已實質竣工。當建築師確定本工程已實質竣工時，建築師應準備一份實質竣工證書，該證書應確定實質竣工日、甲方及乙方的責任





、並規定乙方應完成證書附件清單上所有項目的期限。除非實質竣工證書另有規定，否則合約文件中規定的保固，應在本工程（或其指定的某部分）的實質竣工日起生效。

6) 最終竣工及最終工程款；

- a. 在收到最終工程款申請表後，建築師將檢查本工程。如建築師認為本工程可被驗收，且本合約已完全履行時，建築師將立即簽發最終工程款證明；
- b. 在乙方向建築師釋放及放棄留置權，並提交確認付款或履行義務的資料（如本合約衍生的收據、索賠、擔保權益或產權負擔）後，最終工程款方可到期。
- c. 乙方、分包商或供應商對最終工程款的接受，應構成該收款人對索賠的放棄，但在提出最終工程款申請表時，經該收款人確認為未決之先前書面索賠者除外。

7) 如有下列情形，甲方得暫停給付契約價金，至情形改善為止；

- a. 履約進度因可歸責於乙方之事由以致落後預定進度達 5% 以上；
- b. 履約有瑕疵經書面通知改善而未改善；
- c. 未履行契約應辦事項經通知而仍不履行；
- d. 其他經甲方指定之重大違約情形。

8) 本合約需繳交契約金額百分之二（2%）之履約保固保證金。此保證金需於簽約後 30 日內繳納，並於竣工驗收 1 年後歸還。

## 6. THE OWNER 甲方

1) Information required of the Owner:

- a. If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.
- b. Except for permits and fees under Section 7.7).a that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.
- c. Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Agreement. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

2) If the Contractor fails to correct Work which is not in accordance with the Agreement Documents, the Owner may direct the Contractor in writing to stop the





Work until the correction is made.

- 3) If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a 7-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, The Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.
- 4) The Owner's right to perform construction and to award separate contracts:
  - a. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.
  - b. The Contractor shall coordinate and cooperate with the Owner's own forces and separate the contractors employed by the Owner.
- 1) 甲方應提供的訊息及服務:
  - a. 如經乙方要求，甲方應提供所有必要的調查，並就工地提供合法的描述。
  - b. 除了第 7.7).a 節項下由乙方負責的許可證及費用外，甲方應取得並支付其它必要的批准、地役權、評估及費用。
  - c. 本工程開工前，在乙方的書面要求下，甲方應向乙方提供合理的證據，以證明甲方已就其履行本合約項下的義務、作出財務安排。在甲方提供此類證據前，乙方無義務開工。
- 2) 如乙方未能修正不符合約文件的工程，甲方得以書面指示乙方停止本工程，直至確實修正。
- 3) 如乙方違反或疏於按照合約文件進行本工程，並在收到甲方書面通知後 7 天內未能開工及繼續勤勉盡責地修正此類違約或疏忽，甲方可在不影響其它補救措施的情況下，自行修正此類缺失。在這種情況下，建築師可在合理必要的範圍內，將其批准的甲方行動及向乙方收取的金額，自付款證明中扣除或取消全額或部分金額，以償還甲方的修正費用。
- 4) 甲方的施工權及另行簽訂合約權:
  - a. 甲方有權以其本身的團隊進行本工程相關的施工或作業，並有權就本工程的其它部分，另行簽訂合約。

b. 乙方應與甲方本身的團隊及甲方僱用的獨立乙方進行協調及合作。

## **7. THE CONTRACTOR 乙方**

- 1) Review of Agreement Documents and field conditions by the Contractor:
  - a. Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.
  - b. The Contractor shall carefully study and compare the Agreement Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Agreement Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.
- 2) The Contractor, promptly after being awarded the Agreement, shall prepare and submit for the Owner's and Architect's information the Contractor's construction schedule for the Work.
- 3) Supervision and construction procedures:
  - a. The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.
  - b. The Contractor, as soon as practicable after award of the Agreement, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any sub-contractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.
- 4) Labor and materials:
  - a. Unless otherwise provided in the Agreement Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.
  - b. The Contractor shall enforce strict discipline and good order among the

Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

- 5) The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Agreement will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Agreement Documents. Any material or equipment warranties required by the Agreement Documents shall be issued in the name of the Owner, or shall be transferable to the Owner: the Contractor will issue a two-year Warranty on the date of completion and acceptance of the Work.
- 6) The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed °
- 7) Permits, Fees and Notices:
  - a. The Contractor shall obtain and pay for permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.
  - b. The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.
- 8) The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.
- 9) The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Agreement Documents, and the Owner.
- 10) The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.
- 11) The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the

Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

12) To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

13) Rushing:

- a. During the course of the Work, if the Owner believes that it is necessary to increase number of workers or adopt overtime work to be in line with the progress or construction, the Contractor shall execute accordingly without refusal or request for increase in price.
- b. If The Owner thinks that the representative of the Contractor is incompetent, the Owner may notify the Contractor for a replacement.
- c. The Contractor shall report construction diary and progress to the Owner in writing before noon of every Monday.

14) Safety measures:

- a. The Contractor shall comply with provisions of the "Labor Safety and Health Act", "Standards of Construction Safety and Sanitary Equipment", and the Owner's "AVRDC Construction Site Regulation" (2013), apply labor insurance and accident insurance for its employees, and strictly supervise its staff to comply with all safety regulations of the Owner's construction site.
- b. During the construction period, the Contractor shall establish clear signs at the workplace in accordance with the rules and relevant regulations of the competent authorities concerning road traffic signs, marking lines and signal setting to ensure safety. Compensation for any accident resulting from negligence shall be borne by the Contractor.

- c. The Contractor shall cause its workers to wear safety equipment and perform safety measures during the course of the Work. Any accident or casualty of worker shall be dealt by the Contractor without involving the Owner.

15) Custody of the Work:

- a. Prior to the official acceptance of the Work, all completed works and materials (including those provided by the Owner, and those supplied by the Contractor and assessed by the Owner) on site shall be kept by the Contractor. Ownership of the building and materials on site shall belong to The Contractor before the Owner's payment is made or the check is cashed.
- b. If The Owner needs to use part of the Work, the Contractor shall not refuse, provided that the Owner shall conduct acceptance for such part of the Work first.

16) Risk management:

- a. In the event when there was no delay in the Work, but force majeure natural disaster such as typhoon, earthquake, storm or flood incurred before the acceptance, the Contractor shall report to the Owner within 24 hours after the disaster to send someone to conduct inspection together and handle the matter in accordance with the following provisions without objection:
  - i. The materials and equipment provided by the Owner that the Contractor had safeguarded in good faith shall be borne by the Owner.
  - ii. The Contractor's own materials, machines and equipment shall be solely borne by the Contractor and the Owner shall not be liable for compensation.
- b. The Contractor shall purchase construction insurance. If compensation is received for natural disasters, such insurance compensation and other recoverable funds shall be deducted from the damage costs.
- c. If the Contractor fails to complete the work within the time limit specified in the contract, the Contractor shall compensate the Owner's loss, which shall be calculated by multiplying one-thousandth of the project price by the number of days delayed. The Owner may deduct the compensation thereof from its future payment to the Contractor, provided that the total amount of fines shall not exceed 10% of the Agreement Sum.
- d. At the time of acceptance for the Work, if the acceptance personnel think that it is necessary to uncover or demolish part of the Work for inspection purposes, the Contractor shall not shirk, provided that the Owner shall subsidize The



Contractor's repair cost if the inspection is passed.

- e. If the Contractor fails to supervise and manage the Work in faith, the Owner may deduct one-thousandth of the profit management fee prescribed in the Agreement on a daily basis, provided that the total of such deduction shall not exceed 50% of the profit management fee.
- 1) 乙方就合約文件及現場條件進行的審查：
    - a. 乙方執行本合約，表示乙方已訪問現場、熟悉本工程的當地條件、並就合約文件的規定納入了個人意見。
    - b. 乙方應詳讀合約文件，並與甲方提供的訊息進行比較。在開工前，乙方應（1）進行現場測量並驗證現場條件；（2）仔細與乙方已知的此訊息及其它訊息與合約文件進行比較；暨（3）及時向建築師報告所發現的錯誤、不一致或遺漏之處。
  - 2) 乙方應在得標本合約後，立即就本工程準備並向甲方及建築師提交乙方的施工時間表。
  - 3) 監督及施工程序：
    - a. 乙方應使用乙方的最佳技能及關注來監督指導本工程。乙方應全權負責控制施工方法、技術、順序及程序，並協調本工程的所有部分。
    - b. 在得標本合約後，乙方應在切實可行的範圍內盡快通過建築師，以書面形式向甲方提供本工程各部分的分包商或供應商的名稱。乙方不得與甲方或建築師及時合理反對的任何分包商或供應商簽訂合約。
  - 4) 勞工及材料：
    - a. 除非合約文件另有規定，否則乙方應就正確執行及完成本工程所需的勞工、材料、設備、工具、公用設施、運輸及其它設施與服務，進行提供及支付。
    - b. 乙方應在其執行本合約項下工程的員工及其他人員間，落實嚴格的紀律及良好的秩序。乙方不得僱用不適合的人員、或不熟悉分配給他們的任務的人員。
  - 5) 乙方向甲方及建築師承諾：（1）除非合約文件另有要求或允許，否則本合約項下提供的材料及設備將係全新且品質良好；（2）本工程將不存在超出規定或獲許可品質之固有缺陷；暨（3）本工程符合合約文件的要求。合約文件規定的任何材料或設備保證將以甲方的名義簽發、或將可轉讓給甲方。保固期限：本工程自全部完竣驗收之日起，由乙方開具保固書保固二年。
  - 6) 乙方應支付本合約執行時的法定銷售稅、消費稅、使用稅及類似稅金。
  - 7) 許可證、費用及通知：
    - a. 乙方應就正確執行及完成本工程所需，取得許可證，並負擔政府費用、許可證



及檢查。

- b. 乙方應遵守本工程主管機構發出的通知、或對其發出其要求的通知。如乙方在履行工程時自知其違反適用的法律、法規、條例、法典、規章、規定、或公共機構的合法命令，乙方應就此類工程承擔全部責任及應佔成本。乙方應就合約文件中與政府法律、規章及規定的任何不一致之處，立即書面通知建築師。
- 8) 乙方應及時審查、書面批准、並向建築師提交合約文件中要求的施工圖、產品資料、樣品及類似的提交文件。施工圖、產品資料、樣品及類似的提交文件並非合約文件。
- 9) 乙方應將工地作業限制在法律、條例、許可證、合約文件及甲方允許的範圍內。
- 10) 乙方應負責本工程竣工所需之切割、裝配或修補，或使其零件得以正確組裝在一起。
- 11) 乙方應保持場地及周圍區域、不堆積本工程產生的碎片及垃圾。在本工程竣工後，乙方應拆除其工具、施工設備、機械及剩餘材料，並妥善處理廢棄物。
- 12) 在法律允許的最大範圍內，乙方應賠償並保護甲方、建築師、建築師的顧問、以及前述等人的代理人及員工，不因履行本工程而遭受索賠、賠償金、損失及費用（包括但不限於律師費）造成的傷害，前提是此類索賠、賠償金、損失或費用歸責於乙方或分包商、其直接或間接僱用的任何人、或其必須負責該人行事後果的任何人之疏忽行為或疏失，所造成的人身傷害、疾病、死亡、或有形財產的損害或毀壞（本工程本身的項目除外），無論此類索賠、賠償金、損失及費用是否亦歸責本協議項下的受補償方。
- 13) 趕工：
- a. 本工程進行期間，如因配合進度或施工，甲方認為需增加工人或加班趕工之必要時，乙方應即照辦，不得推諉拒絕及要求加價。
- b. 倘甲方認為乙方所派代表人不稱職時，得通知乙方更換之。
- c. 乙方須在每星期一中午以前，將工程日誌及進度向甲方書面報告。
- 14) 安全措施：
- a. 乙方應遵照勞工安全衛生法、營造安全衛生設備標準規定、及甲方之亞蔬工地規範，並為所屬員工投保勞工保險及意外保險切實辦理，並嚴格監督工作人員確實遵守甲方工地之一切安全規定。
- b. 施工期間乙方須於工作地點依照道路交通標誌、標線、號誌設置規則及各主管機關有關規定設立顯明之標誌，以策安全，倘有疏失致造成意外時，由乙方負責賠償。
- c. 乙方應約束工人於工程進行中配戴安全機具及做好安全措施，如工人遇有意外





或傷亡情事時，應由乙方處理，與甲方無涉。

15) 工程保管：

- a. 在工程未經正式驗收以前，所有已完成工程及到場材料，包括甲方供給及乙方自備，經甲方估驗計價者，均由乙方保管。若甲方未付款或支票未兌現前，建築物及到場材料等所有權均歸屬乙方所有。
- b. 如甲方因需要使用時，乙方不得拒絕，但由甲方應就使用部份先行驗收。

16) 災害處理：

- a. 工程進行未有延誤，而於驗收前遭遇颱風、地震、豪雨、洪水等不可抗拒之天然災害時，乙方應於災害發生後二十四小時內報請甲方派員會同勘驗屬實，由雙方依下列規定辦理，不得異議：
  - i. 甲方供給之材料、機具設備，乙方確已善盡保管責任者，由甲方負擔。
  - ii. 乙方自備之材料、機具及設備，概由乙方自行負擔，甲方不負補償。
- b. 乙方應投保營造工程險，如遭天災發生補償時，需將保險賠償及其它可彌補之款項從損害中扣除之。
- c. 乙方倘不依照合約規定期限完工，得按逾期之日數，每日賠償甲方之損失，按工程價款千分之一計算；是項賠償款，甲方得在乙方未領工程款內扣除，但全部罰款總額最高不得超過工程總價之百分之十為限。
- d. 工程驗收時，驗收人員認為有開挖或拆除一部份工程，以作檢驗之必要時，乙方不得推諉。若檢驗合格部份應由甲方依價補貼乙方修復費用。
- e. 乙方倘未善盡工程監督及工程管理責任時，甲方得按日扣除本合約內利潤管理費千分之一計算，累計不得超過該利潤管理費二分之一。

**8. THE ARCHITECT 建築師**

- 1) The Architect will provide supervision of the Agreement as described in the Agreement Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Agreement Documents.
- 2) The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.
- 3) The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Agreement



Documents.

- 4) Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor
- 5) The Architect has authority to reject Work that does not conform to the Contract Documents.
- 6) The Architect will promptly review and approve or take appropriate action upon the Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Agreement Documents.
- 7) On written request from either the Owner or the Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Agreement Documents.
- 8) Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both the Owner and the Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.
- 9) The Architect's duties, responsibilities, and limits of authority as described in the Agreement Documents shall not be changed without written consent of the Owner, the Contractor, and the Architect. Consent shall not be unreasonably withheld:
  - a. The personnel assigned by the Architect to supervise the Work shall have the authority to supervise the Work and instruct the Contractor.
  - b. If the Architect's supervisory personnel find that the Contractor's workers are poor in skills or do not follow the orders, the Owner may notify the Contractor for replacement at any time.
  - c. The Contractor shall cooperate, without shirking, with the Owner in supervising the entire works, including steel structures, color steels, utilities and fire protection until acceptance of all works are completed.
- 1) 建築師將按合約文件中的規定，及本合約提供現地監造。建築師有權僅在合約文件中規定的範圍內，代表甲方行事。
- 2) 建築師將配合施工階段，定期抽訪現場，以掌握本工程的進度及品質。



- 3) 與本工程有關的施工方法、技術、順序、程序、或安全預防措施及方案係由乙方全權負責，建築師將無法掌控亦無須負責。建築師無須就乙方未按照合約文件進行本工程負責。
- 4) 建築師將根據其對乙方付款申請表的觀察及評估，審查並證明應付給乙方的金額。
- 5) 建築師有權拒絕不符合合約文件的工程。
- 6) 就乙方的提交文件，建築師將立即進行審核或採取適當的措施，但僅限於檢查是否符合合約文件中所提供的訊息及表達的設計概念。
- 7) 就合約文件項下的履約及合約文件的要求等事項，建築師將根據甲方或乙方的書面請求，及時做出解說及決定。
- 8) 建築師的解說及決定應與合約文件的目的一致，並可經合約文件合理的做出推斷，且將以書面式或圖紙的形式表達。在作出此類解說及決定時，建築師將努力確保甲方及乙方的忠實履行，不偏袒任何一方，亦無須就基於其善意的解說或決定所得的結果承擔責任。
- 9) 未經甲方、乙方及建築師的書面同意，不得更改合約文件中所述的建築師職責、責任及權限。不得無理拒絕給予同意：
  - a. 甲方所派監造工程之人員，有監督工程及指示乙方之權。
  - b. 甲方監造人員如發現乙方工人技能低劣，或不聽指揮，得隨時通知乙方更換之。
  - c. 乙方須配合甲方管理全部工程，包括鋼構、彩鋼、水電及消防，直到全部工程驗收完成，不得推諉。

## 9. CHANGES IN THE WORK 工程變更

- 1) The Owner, without invalidating the Agreement, may order changes in the Work within the general scope of the Agreement, consisting of additions, deletions or other revisions, and the Agreement Sum and Agreement Time shall be adjusted accordingly, in writing. If the Owner and the Contractor cannot agree to a change in the Agreement Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.
- 2) If approved by the Owner, the Architect may authorize or order minor changes in the Work that are consistent with the intent of the Agreement Documents and do not involve an adjustment in the Agreement Sum or an extension of the Agreement Time. Such authorization or order shall be in writing and shall be binding the Contractor. The Contractor shall proceed with such minor changes promptly.



- 3) If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Agreement Documents or from those conditions ordinarily found to exist, the Agreement Sum and Agreement Time shall be subject to equitable adjustment.
- 1) 甲方可在不使本合約無效的情況下，在本合約的一般範圍內，就本工程做出增減或其它修訂等變更，而工程價款及合約時間亦應相應地以書面形式進行調整。如甲方及乙方不能就工程價款的變更達成協議，甲方應向乙方支付其實際成本加上合理的間接費用及利潤。
- 2) 經甲方許可下，建築師可在無需調整工程價款或延長合約時間的情況下，就本工程授權或命令與合約文件目的一致的微小變更。此類授權或命令應採用書面形式，並對乙方具有約束力。乙方應立即辦理此類微小變更。
- 3) 如工地遇到與合約文件中所述的條件或通常存在的條件相較下，存在重大差異之隱藏或未知的物理條件，工程價款及合約時間應公平的進行調整。

#### 10. CORRECTION OF WORK 工程修正

- 1) The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.
- 2) In addition to the Contractor's other obligations including warranties under the Agreement, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Agreement Documents.
- 3) If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it and suspend payment per Section 5.7.
- 1) 乙方應及時修正建築師因工程不符合合約文件的要求而拒收的工程。乙方應承擔此類被拒收工程的修正費用（包括開挖、更換及額外測試的費用）。
- 2) 除乙方的其它義務（包括本合約項下的保固）外，乙方應在實質竣工日起1年內，修正不符合合約文件要求的工程。
- 3) 如乙方未能在合理時間內修正不合格的工程，甲方可自行進行修正，並依第5.7條暫停付款。

#### 11. PROTECTION OF PERSONS AND PROPERTY 人身保護及財產

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Agreement. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may

be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by The Contractor, or by anyone for whose acts The Contractor may be liable.

乙方應負責啟動、維護及監督所有安全預防措施及計劃，包括那些與履行本合約有關的所有法定安全預防措施及計劃。乙方應採取合理的預防措施，以防止對本工程人員及可能受其影響的其他人員、本工程及其材料和設備、以及工地或其附近的其它財物造成的損害、傷害或損失。乙方應及時補救由其或其必須負責該人行事後果的任何人所造成的全部或部分財產損害及損失。

## **12. INSURANCE 保險**

- 1) The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 10, subject to the terms and conditions set forth in this Section:
  - a. The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.
  - b. Workers' Compensation at statutory limits.
- 2) The Contractor shall obtain an endorsement to its Liability insurance policy to provide coverage for the Contractor's obligations.
- 3) Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.
- 4) Unless specifically precluded by the Owner's property insurance policy, the Owner and the Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.



- 1) 乙方應根據本節中規定的條款及條件維持以下保險類及限額，直至第 10 節規定的工程更正期限屆滿：
  - a. 乙方可通過主要及超額責任保險組合或傘覆式責任保險，達到商業綜合責任及汽車責任所要求的限額及承保範圍；惟，此類主要及超額或傘覆式保單的保險範圍，必須等於或大於規定之保險範圍，並且在任何情況下，任何超額或傘覆式責任保險所提供的保險範圍均不得小於主要保單的保險範圍。超額保單不得要求僅以相關保險公司的實際支付來用盡相關限額。
  - b. 工人酬勞之法定限額。
- 2) 乙方應取得其責任保險單的認可，以承保乙方義務。
- 3) 本工程開工前，各方均應出示其承保範圍的保險憑證。
- 4) 除非甲方的財產保單中明確排除，否則對火災或其它損失原因所造成的損失，如果是在財產保險或適用於本工程的其它保險的承保範圍內，除了取得保險理賠的權利，甲方及乙方放棄向（1）彼此及其任何分包商、供應商、代理商及員工（以此類推）；暨（2）建築師、其顧問、其任何代理人及員工，訴求的所有權利。

### 13. TERMINATION OF THE AGREEMENT 合約終止

#### 1) Termination by the Contractor

If the Work is stopped for a period of 14 days through no fault of the Contractor, the Contractor may, upon 7 additional days' written notice to the Owner and Architect, terminate the Agreement and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

#### 2) Termination by the Owner for cause

a. The Owner may terminate the Agreement if the Contractor:

- i. repeatedly refuses or fails to supply enough properly skilled workers or proper materials.
- ii. fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors.
- iii. repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- iv. is otherwise guilty of substantial breach of a provision of the Agreement Documents.

b. When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, 7 days' written notice, terminate employment of the Contractor, and





- i. take possession of the site and of all materials thereon owned by the Contractor, and;
  - ii. finish the Work by whatever reasonable method the Owner may deem expedient.
- c. When the Owner terminates the Agreement for one of the reasons stated in Section 14.2, the Contractor shall not be entitled to receive further payment until the Work is finished.
- d. If the unpaid balance of the Agreement Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Agreement.
- e. The Owner may, at any time, terminate the Agreement for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed

1) 由乙方終止

如本工程因非歸責乙方的過錯而停工 14 天，乙方可在向甲方及建築師發出書面通知滿 7 天後，終止本合約並就已執行的工程向甲方收取工程款（包括合理的間接費用及利潤，以及因終止而衍生的費用）。

2) 由甲方因故終止

a. 甲方可終止本合約，如果乙方：

- i. 反覆拒絕提供或未能提供足夠的技術工人或適當的材料。
- ii. 未按照乙方與分包商之間的協議，向分包商支付材料或人工費。
- iii. 不斷的忽視適用的法律、法規、條例、法典、規章、規定或公家機關的合法命令；  
或
- iv. 嚴重違反合約文件的規定。

b. 如存在上述任何一種原因，甲方可在與建築師協商後，在不損害甲方的任何其它權利或補救措施的情況下，並在給予乙方及其擔保人（如有）7 天書面通知後，終止與乙方的雇傭關係。甲方亦可

- i. 佔有乙方擁有的工地及所有材料；暨
- ii. 以甲方認為合適的任何合理方法完成本工程。

c. 如甲方因第 14.2 節中所述的任何原因終止本合約，乙方無權在本工程竣工前收到進一步的付款。

d. 如工程價款的未付餘額超過本工程的竣工成本，則應將超出部分支付給乙方。如此類成本超過未付餘額，乙方應向甲方支付差額。這項付款義務在本合約終止後繼續有效。



**14. MISCELLANEOUS PROVISIONS 雜項**

- 1) Neither party to the Agreement shall assign the Agreement as a whole without written consent of the other.
- 2) Tests and Inspections:
  - a. At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Agreement Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities
  - b. If the Architect requires additional testing, the Contractor shall perform those tests
  - c. The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require
- 3) The Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

1) 未經另一方書面同意，本合約雙方均不得將本合約整體轉讓。

2) 測試及檢查：

- a. 乙方應根據合約文件、法律、法規、條例、法典、規章、規定或公家機關合法命令的要求，就部分工程適時安排測試、檢查及批准並承擔費用。
- b. 如建築師要求進行額外測試，乙方應執行這些測試。
- c. 在本合約執行前，甲方無須承擔測試、檢查或批准的費用。甲方應在建築規範或適用法規的要求下，直接安排測試、檢查及批准並支付費用。

3) 本合約應受本工程所在地法律的管轄，但不包括該司法管轄區選擇的法律規則。

This Agreement entered into as of the day and year first written above.

本合約及其附件自簽訂之日起生效。

立合約書人：

**THE OWNER**(Signature) 甲方 負責人 (簽章)

**World Vegetable Center (WorldVeg)**

*(Legal name: Asian Vegetable Research and Development Center-AVRDC)*

**THE CONTRACTOR** (Signature) 乙方 負責人 (簽章)

(Printed name and title)

中 華 民 國 年 月 日