draft Construction Contract

工程契約（稿）

This Contract is made by and between World Vegetable Center (hereinafter as the “Owner”) and Contract awarded bidder (hereinafter as the “Contractor”). Both parties hereby agree to sign and comply with the terms and conditions of this service contract in reference with the regulations promulgated by The Government Procurement Act of the Republic of China (Taiwan) (hereinafter as the “GPA”). The articles of service contract are the followings:

1. The Contract Documents and their effectiveness 契約文件及效力

1) The contract includes the following documents:
   a. Bidding documentation and any amendments or supplements thereof.
   b. Award document and any amendments or supplements thereof.
   c. The text of the contract, exhibits and any amendments or supplements thereof.
   d. Documents or data of contract performance submitted in accordance with the contract.

2) Definitions and interpretation:
   a. The term “Contract Documents” includes original or duplicates presented in written form, audio or video recording, photograph, microfilm, digital data, or samples.
   b. The term “Owner” in this Contract means World Vegetable Center, legally known as Asian Vegetable Research and Development Center based in 60 Yi-Min Liao, Shanhua, Tainan, Taiwan.
   c. The term “Contractor” in this Contract means _____________ based in __________________.
   d. The term “Work” in this Contract means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services.
   e. The term “Architect” where it arises means EDS International based in F. 7 No. 47 Sec. 3 Chungshan North Road, Taipei, Taiwan.
   f. The term “Supervision Unit” means the personnel commissioned by the architect to perform construction supervision.
   g. The term “Specifications” means the engineering specifications and requirements attached to the Contract, including construction specification, construction safety, hygiene, environmental protection, technical specification and any specification and written regulation submitted according to the Contract during the construction period.
   h. The term “Contract Sum” means the price signed after awarding and contract signing.
   i. The term “Total Contract Sum” means the price of the Contract in accordance with the amount of changes of the contract, the price in accordance with the quantitative results, price adjustment according to Price Index Number, or acceptance with price reduction under the condition of price reduction and adjustment.

3) Where there are any discrepancies in the content of various documents included in the Contract, except otherwise stipulated, the following principles shall govern:
   a. Terms and Conditions under this Contract.
   b. Instructions for Bidders.
   d. Drawings.
e. Construction specification documents.
f. Addendum.
g. Detailed price list.

4) Where there are any discrepancies in the content of various documents included in the Contract, except otherwise stipulated, the following principles shall govern:
a. The instructions to bidders and the provisions of this Contract contained in the bidding documentation shall prevail over the additional provisions of other documents, except otherwise specified.
b. The contents of bidding documentation shall prevail over the contents of bid, except otherwise decided by the Owner that the content of the latter is better and therefore prevails over the former. Where specific statements in the bid are permitted by the bidding documentation, and that any of them are accepted by the Owner upon bid evaluation, the accepted ones shall govern.
c. The documents with a later date shall prevail over those with an earlier date as approved by the Owner.
d. The design drawings with larger scales shall prevail over those with smaller scales.
e. The contents of award record shall prevail over those of the records of bid opening and price negotiation under single bidding.
f. Where there are any inconsistencies of contents of the documents that are in the same order of priority, the contents to be adopted shall be whichever is more favorable to the Contractor; if such documents are provided by the Contractor, the contents to be adopted shall be whichever is more favorable to the Owner.
g. In the event of any discrepancies between the Addendum to this Contract and the documents provided by the Contractor in this Contract, such inconsistencies shall be void unless otherwise they are more favorable to the Owner.

5) Provisions of the Contract shall supplement each other. If there exits any unclear provision, it shall be interpreted in accordance with the principles of fairness and reasonableness. In the event of any dispute, it shall be resolved in reference with the GPA and internal regulations of the Owner.

6) Contract language: The Chinese language shall prevail in the Contract. However, the foreign language may prevail in the following circumstances:
a. Drawings or description information of special technology or material.
b. Documents provided by international organizations, foreign governments or their authorized institutions, business associations or business organizations.
c. Other circumstances that the Owner deems necessary.
d. In the event of discrepancy between the content of contract prepared in Chinese and a foreign language, the Chinese version shall prevail, except that the foreign language shall prevail for qualification documents. The party which provide the translation version shall be held liable for any damages or loss due to error of translation.
e. The application, report, consent, instruction, approval, notification, interpretation and other similar means of expression as mentioned in the Contract shall, in principle, be prepared in Chinese (Traditional Chinese) in writing, unless otherwise specified in the Contract or required by the Owner. Such written document may be delivered in person with receipt, mailed, faxed or e-transmitted to a specific person or premise designated by the other party.

7) The measurement units used in the Contract Documents shall be in metric system unless otherwise specified.

8) Where a matter prescribed in the Contract is in violation of laws or regulations, or cannot be implemented, such matter shall be void. However, when the Contract can still be valid after removing this part, the validity of the other parts will not be affected. The Owner and the Contractor may, when necessary, amend it in accordance with the original purpose of the Contract.
2) 定義與解釋
a. 契約文件，包括以書面、錄音、錄影、照相、微縮、電子數位資料或樣品等方式呈現之原件或複製品。
b. 本合約「業主」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。
c. 本合約「廠商」一詞係指__________________，辦公室位於__________________。
d. 本合約「工程」一詞係指合約文件所要求的施工及服務，包括廠商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。
e. 本合約「建築師」一詞係指現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。
f. 本合約「監造單位」係指受建築師委託執行工地監造作業之人員。
g. 本合約「規範」係指列入契約之工程規範及規定，含施工規範、施工安全、衛生、環保、技術規範及工程施工期間依契約規定提出之任何規範與書面規定。
h. 本合約「契約價金」係指依決標後簽訂契約時之契約價金。
i. 本合約「契約價金總額」係指契約金額依歷次契約變更金額，按契約約定實做數量結果金額等調整結果之金額。

3) 契約所含各種文件之內容如有不一致之處，除另有約定外，優先順序如下:
  a. 契約條款。
  b. 招標須知。
  c. 開標、決標紀錄。
  d. 圖說。
  e. 施工規範。
  f. 補充說明。
  g. 價目表。

4) 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：
  a. 招標文件內之投標須知及契約條款優於招標文件內之其他文件所附記之條款。但附記之條款有特別聲明者，不在此限。
  b. 招標文件之內容優於投標文件之內容。但招標文件之內容經審定優於招標文件之內容者，不在此限。招標文件允許廠商於投標文件內特別聲明，並於審標時接受者，以投標文件之內容為準。
  c. 文件經審定之日期較新者優於審定日期較舊者。
  d. 大比例尺圖者優於小比例尺圖者。
  e. 決標紀錄之內容優於開標或議價紀錄之內容。
  f. 同一優先順位之文件，其內容有不一致之處，屬業主文件者，以對廠商有利者為準；屬廠商文件者，以對業主有利者為準。
  g. 本契約之附件與本契約內之廠商文件，其內容與本契約條文有歧異者，除對業主較有利者外，其歧異部分無效。

5) 契約文字一切規定得互為補充，如仍有不明確之處，應依公平合理原則解釋之。如有爭議，參酌採購法及業主內部之規定處理。

6) 契約文字: 契約文字以中文為準，但下列情形得以外文為準。
  a. 特殊技術或材料之圖文資料。
  b. 國際組織或其授權機構、公會或商會所出具之文件。
  c. 其他經認定確有必要者。
  d. 契約文字有中文譯文，其與外文文意不符者，除資格文件外，以中文為準。其因譯文有誤致生損害者，由提供譯文之一方負責賠償。
  e. 契約所稱申請、報告、同意、指示、核准、通知、解釋及其他類似行為所為之意思表示，除另有規定或業主要求外，應以中文（正體字）書面為之。書面之遞交，得以面交簽收、郵寄、傳真或電子資料傳輸至雙方預為約定之人員或處所。

7) 契約所使用之度量衡單位，除另有規定者外，以公制為之。

8) 契約所定事項如有違反法令或無法執行之部分，該部分無效。但除去該部分，契約亦可成立者，不影響其他部分之有效性。該無效之部分，業主及廠商必要時得依契約原定目的變更之。

2. The Subject of Contract and Place 履約標的及地點
1) The subject matter to be fulfilled by the Contractor means “Lab, Seed Treatment, and SHQ under WorldVeg Research Infrastructure Modernization (RIM) Project SC-340-11” and its bidding documents including Design Drawings, Detailed price list,
3. The Payment of the Contract Sum 契約價金之給付

1) The Contract Sum is NTĐ______________ (tax not included).
2) The total amount of the Contract Sum, unless otherwise specified, is necessary for the completion of the Contract for all materials, labor, machinery, equipment and construction.
3) The Contract includes the maintenance of the electromechanical equipment provided by the manufacturer for 2 years from acceptance.
4) The payment shall be made by the Total Contract Sum. Where the items or quantities of the subject of the Contract are increased or reduced due to contract amendment, the Contract Sum may be increased or reduced accordingly for the amended ones. If there is any related item which the price is offered by one lot, such as taxes, profits, management fees, etc., its price shall be calculated separately and be increased or reduced in accordance with the percentage of final payment amount over Total Contract Sum, except otherwise specified or its characteristics are not related to increase or decrease in such percentage.
5) It is the responsibility of the Contractor to pay all taxes, regulatory fees and tariffs outside the Republic of China.
6) Payment for the Contract Sum shall be made against an electronic invoice or unified invoice issued by the Contractor. Where the Contractor is exempted from using the Unified Invoice, a receipt shall be presented instead.
7) Payment after acceptance: After the inspection is qualified and accepted, the Owner pays the final payment without interest within 30 working days after receipt of the invoice.

1) 本契約價金為新臺幣______________元（未稅）。
2) 契約價金總額，除另有規定外，為完成契約所需全部材料、人工、機具、設備及施工所必須之費用。
3) 本契約包含廠商提供機電設備之維護保養，為期自驗收合格日起 2 年。
4) 依契約價金總額結算。因契約變更致履約標的項目或數量有增減時，就變更部分予以加減價結算。若有相關項目如稅捐、利潤或管理費等另列一式計價者，應依結算總價與原契約價金總額比例增減之。惟性質與比例增減無關者，不在此限。
5) 中華民國以外其他國家或地區之稅捐、規費或關稅，由廠商負擔。
6) 廠商請領契約價金時應提出統一發票，無統一發票者應提出收據。
7) 驗收後付款：業主應於驗收合格，並接到廠商提出請款單據後 30 工作天內，一次無息結付尾款。

4. Terms of Payment 契約價金之給付條件

1) Valuation for payment: The Contractor is entitled to apply for valuation for payment only after completing the insurance procedure in accordance with the relevant provisions of Article 14 of this Contract.
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 Contract. 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 the Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract 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 Contract Documents.
   b. 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 Contract 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 Contract 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:
   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.

7) Upon any of the following circumstances, the Owner may suspend the payment of the Contract Sum until the circumstance is eliminated:
   a. Performance progress is delayed by more than 10% 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. Contract obligations were not performed and were still not performed after receiving written notice for performance.

d. Other major breaches of this Contract as identified by the Owner.

1) 估驗款：廠商須依本契約第 14 條保險之相關規定完成保險後才能辦理估驗。

2) 付款申請表:
   a. 在每筆進度款確定日前至少 10 天，廠商應就由完成的項目，按本協議規定的價
      格，向建築師提交付款申請表。該申請表應提供業主或建築師可能合理要求的
      資料，以證明廠商有權獲得付款。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。如經業主事先批准，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：由業主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，仍由廠商負保
      管責任，如有損壞或遺失，廠商需負責更換新品或補足數量。
   b. 廠商保證，付款申請表中所有工程之所有權，將在付款日前轉移給業主。廠商
      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業主收到
      付款的工程，將盡廠商所知及信念，不存有留置權、索賠、擔保權益或其它不
      利於業主利益的抵押。

2) 建築師將在收到廠商的付款申請表後 7 天內，（1）出俱付款申請表全額的付款證明給業主
   ,並將副本發給廠商；或（2）出具經建築師鑑定之正確到期金額的付款證明給業主，並以
   書面形式向廠商及業主告知建築師扣留部分認證的理由；或（3）拒絕就部份付款申請表進
   行認證，並向廠商及業主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過，
   廠商可在向前業主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。

3) 進度款:
   a. 在建築師簽發付款證明後，業主應按合約文件中規定的方式付款。
   b. 就不符合合約文件所要求的工程，業主的付款證明、進度款、或部分或全部使用或占用
      本工程，均不構成驗收。

4) 實質竣工日：
   a. 實質竣工日係指本工程或其指定的部分，已根據合約文件大致竣工，使業主可佔用或
      利用本工程於其預期用途時。
   b. 當廠商認為本工程或其指定部分已實質竣工時，應通知建築師。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
      師應照規定一份實質竣工證書，該證書應確定實質竣工日、業主及廠商的責任、
      並規定廠商應完成該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。

5) 最終竣工及終止工程款：
   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；

6) 如有下列情形，業主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廠商之事由以致落後預定進度達 10%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通知而仍不履行；
   d. 其他經業主指定之重大違約情形。

5. Tax 稅捐
1) Unless otherwise specified in the bidding documents, items to be quoted shall include tax.

2) Any tax or regulatory fee, such as customs duty, commodity tax, business tax, etc.,
which is imposed upon because the Contractor has imported equipment for work execution or testing,
temporary facilities, or equipment or materials for producing property within the territory of the Republic of China, or has made a replacement
or supplement for the equipment or materials already imported, shall be borne by the Contractor.

3) For the imported property or temporary facilities, it is the responsibility of the Contractor to pay taxes, regulatory fees or customs duty of other countries outside the Republic of China.

1) 除招標文件另有規定外，報價項目應含稅。
2) 廠商為進口施工或測試設備、臨時設施、於中華民國境內製造財物所需設備或材料、換新或補充前已進口之設備或材料等所生關稅、貨物稅及營業稅等稅捐、規費，由廠商負擔。
3) 進口財物或臨時設施，其於中華民國以外之任何稅捐、規費或關稅，由廠商負擔。

6. Time-limit for Contract Performance 履約期限
1) This Contract Time is 620 calendar 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 this Contract.
2) The number of days as mentioned in the Contract shall be in terms of calendar day.
3) Where “calendar day” is applied, all days shall be included in the time-limit for contract performance.
4) Holidays announced by the Central Personnel Administration shall not to be included in the construction period.
5) 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 Contract Time may be subject to equitable adjustment, if approved by the Owner.

1) 本合約時間係指自簽約日起算 620 日。廠商應於合約時間實質竣工。除非業主另有規定，本合約生效日即開工日。
2) 本契約所稱日（天）數，係指以日曆天。
3) 以日曆天計算者，所有日數均應計入。
4) 行政院人事行政總處公布放假日數，得不計入工期。
5) 如廠商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、或廠商無法控制的其它原因而延誤，則合約時間得經業主同意後進行調整。

7. The Contractor's Management of Contract Performance 廠商履約管理
1) Where the other contracts related to the subject of this Contract are contracted to the other contractors by the Owner, the Contractor has the responsibility to co-ordinate and co-operate with the other contractors in order to facilitate the fulfillment of contract performance. Where the Contractor fails to co-ordinate and co-operate with other contractors, thus resulting in error, delay of contract performance, or accident which is attributable to the fault or action of the Contractor, the Contractor shall be responsible for the damages and compensation related thereto. Any contractor suffering damages shall notify the Owner in writing as soon as possible after the occurrence of the above, and the Owner shall invite the parties concerned for negotiating the means of resolution.
2) Where the subject of this Contract has not passed the inspection and acceptance before transferring to the Owner, the Contractor shall be responsible for safeguarding not only all the completed part of the contract but also materials, machines, and equipment onsite, either supplied by the Owner or provided by the Contractor itself. The Contractor shall be responsible for the damages or shortage, if any. Where the assessment process has been conducted and the Contract Sum related thereto has been paid by the Owner, the Contractor shall be responsible for compensation related thereto. If partial payment has been made after passing the inspection and acceptance process, the ownership shall belong to the Owner; and thus, the Contractor shall not transfer, mortgage, lease, replace without prior approval, or conduct any other behaviors that damage the rights of ownership of the Owner.
3) Where the Owner needs to use the subject of this Contract prior the completion of the inspection and acceptance, the Contractor shall not reject such requirements. However, the
Owner shall take over them in advance after identifying the rights and responsibilities through negotiation by both parties and the using units jointly. The Owner shall be responsible for losses and damages that are not attributable to the Contractor during the service period.

4) The materials, machines, equipment, work site facilities required for contract performance shall be supplied by the Contractor, except otherwise specified.

5) The work site facilities mentioned in the preceding subparagraph refer to the facilities or the facilities used for material processing under the Contract by the Contractor either onsite or offsite, including the houses and any other affiliated facilities for the purposes of contract management, accommodation for the workers, and material storage. The conditions of such houses and facilities shall meet the necessary requirements for the living and working environment of the workers.

6) The quality of the materials, machines, and equipment furnished by the Contractor shall meet the requirements prescribed in the Contract. Such property shall be kept in the Contractor's custody.

7) Where facilities or equipment are to be installed, fulfilled or inspected by professional technicians pursuant to the laws and regulations, the Contractor shall conduct them hereof.

8) The Contractor is required to keep confidential any secret related to the Owner and undisclosed documents, graphics, news, objects, or other information acquired during contract performance.

9) Contract assignment and subcontract
   a. Contractor must not transfer this Contract to others.
   b. The Owner may commission the Architect to review the items and the Subcontractors that the Contractor intends to sub-contract.
   c. The Contractor shall be fully responsible for the part of contract performed by sub-contractors.
   d. The Contractor and its subcontractor shall not have the following circumstances in performing this Contract: employing persons without work permits, supplying the subject of this Contract from illegal sources, using illegal vehicles or facilities, providing untruthful certificates, violating Human Trafficking Prevention Act, disposing wastes illegally, or any other illegal or inappropriate behaviors.
   e. In the event that the Contractor is in breach of the stipulation of non-assignment, the Owner may terminate and rescind the Contract.

10) Where there is a danger that the Contractor's performance site operations may lead to accidents, the Contractor shall take immediate preventive measures. If an accident occurs, the Contractor shall immediately take actions on rescue, recovery, reconstruction, and pay compensation to the Owner and the third parties where necessary.

11) The Contractor who fulfills this Contract at the Owner's premise shall clean the trash, garbage, and any other unnecessary and unqualified materials, facilities and other equipment at or around the premise at any time in order to secure the safety and tidiness of the site. The expense incurred therefrom shall be borne by the Contractor.

12) The Contractor shall employ full time engineers and work site director in accordance with provisions of Construction Industry Act. In accordance with provisions of Paragraph 5 of Article 31 of Construction Industry Act, the work site director shall join the Association of the Construction Industry Work Site Directors. During the construction period, the work site director should be full time resident in the work site and not allow to undertake other positions in the work site.

1) 契約的履約標的有關之其他標的，經業主委由其他廠商承保時，廠商有與其他廠商互相協調配合之義務，以保該等工作得以順利進行。因工作不能協調配合，致生錯誤、延期履約期限或意外事故，其可歸責於廠商者，由廠商負責並賠償。受損之一方應於事故發生後儘速書面向業主通知，由業主邀集雙方協調解決。

2) 履約標的未經驗收移交業主前，所有已完成之履約標的及到場之材料、機具、設備，包括業主供給及廠商自備者，均由廠商負責保管。如有損壞缺少，概由廠商負責。其屬經業主已估驗計價者，由廠商賠償。部分業經驗收付款者，其所有權屬業主，禁止轉讓、抵押、出租、任意更換或其他有害所有權行使之行為。

3) 履約標的未經驗收前，業主因需要使用時，廠商不得拒絕。但應由雙方會同使用單位協商認定權利與義務後，由業主先行接管。使用期間因非可歸責於廠商之事由，致遺失或損壞者，應由業主負責。

4) 契約所用履約標的材料、機具、設備、工作場地設備等，除契約另有規定外，概由廠商自備...
5) 前款工作場地設備，指廠商為契約履約之場地或履約地點以外專為契約材料加工之場所之設
備，包括履約管理、工人住宿、材料儲放等房舍及其附屬設施。該等房舍設施，應具備滿足
工作人員生活與工作環境所必要的條件。
6) 廠商自備之材料、機具、設備，其品質應符合契約之規定，並由廠商負責保管。
7) 各項設施或設備，依法令規定須由專業技術人員安裝、履約或檢查者，廠商應依規定辦理。
8) 廠商履約期間所知悉之業主機密或任何不公開之文書、圖畫、消息、物品或其他資訊，均應
保密，不得洩漏。   
9) 轉包及分包
    a. 廠商不得將轉包本契約。
    b. 業主可委託建築師審查分包廠商與分包項目。
    c. 廠商對於分包廠商履約之部分，仍應負完全責任。
    d. 廠商及分包廠商履約，不得有下列情形：僱用無工作權之人員、供應不法來源之履約標
的、使用非法車輛或工具、提供不實證明、違反人口販運防制法、非法棄置廢棄物或其
他不法或不良行為。
    e. 廠商違反不得轉包規定時，業主得解除契約、終止契約。
10) 廠商之履約場所作業有發生意外事件之虞時，廠商應立即採取防範措施。發生意外時，應立
即採取搶救、復原、重建及對業主與第三人之賠償等措施。
11) 廠商於業主場所履約者，應隨時清除在該場所暨周邊一切廢料、垃圾、非必要或檢驗不合格
之材料、工具及其他設備，以確保該場所之安全及環境整潔，其所需費用概由廠商負責。
12) 廠商應依營造業法規定設置專任工程人員、工地主任。依營造業法規定，工地主任應加入全
國營造業工地主任工會。工地施工期間工地主任應駐於工地，且不得兼任工地其他職務。

8. Handling of Construction Earthwork 营建土石方處理
1) The Contractor shall deliver seek its own legal earth and gravel processing field or borrow area
which complies with provisions of this Contract and related laws and regulations under the
premise of not affecting contract performance, no repeated pricing, and approved by the Owner.
2) The Directorate General of Telecommunications may engage institutions with
Telecommunications expertise to conduct examination of design for the installation and its space
telecommunications equipment in a building and inspection.
1) 廠商應在不影響履約、不重複定價，尋求符合契約和相關法律規定的合法土資場或借土區，
並經業主審查同意。
2) 建築物電信設備及相關設置空間，其設計圖說於申報開工前，若需先經主管機關審查，完工
後應經主管機關審驗。

9. Changes in the Work 工程變更
1) The Owner, without invalidating the Contract, may order changes in the Work within the general
scope of the Contract, consisting of additions, deletions or other revisions, and the
Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and the Contractor
cannot agree to a change in the Contract 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 Contract Documents and do not involve an adjustment in the
Contract Sum or an extension of the Contract 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 Contract Documents or from those conditions ordinarily found to
exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.
1) 業主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。如業主及廠商不能就工程
價款的變更達成協議，業主應向廠商支付其實際成本加上合理的間接費用及利潤。
2) 經業主許可下，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，並對廠商具有約束
力。廠商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
10. The Owner

1) Information required of the Owner:
   If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

2) 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.

3) 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 this Contract 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.

11. The Architect

1) The Architect will provide supervision of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract 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 Contract 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) With approval from the Owner, 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 Contract 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 Contract Documents shall not be changed without written consent of the Owner and the Architect.

10. Supervision Works 監造作業

1) During the implementation of the Contract, the Architects shall assign a Supervision Unit to the site to supervise the implementation of the Contract by the Contractor on behalf of the Owner.

2) The Supervision Unit shall submit a supervision plan to the Owner for approval with 14 days after the awarding of the Contract, and provide the approved to the Contractor in the first construction supervision meeting for implementation.

3) Duties of the Supervision Unit are described as follows:
   a. Interpretation of the Contract.
   b. Review of engineering design, quality, or quantity change.
   c. Review and control of Contractor provided construction plan, detailed construction drawings, quality plan and construction schedule.
   d. Inspection and test of construction work, material, machinery and equipment.
   e. Review and signing of payment request submitted by the Contractor.
   f. Provision of coordination and assistance with respect to the Contract and related construction.
   g. If the Architect’s Supervision Unit find that the Contractor’s workers are poor in skills or do not follow the orders, the Supervision Unit may, with the approval of the Owner, notify the Contractor for replacement at any time.
   h. The Supervision Unit assigned by the Architect to supervise the Work shall have the authority to supervise the Work and instruct the Contractor.
   i. Other matters that are authorized by the Owner and the Contractor is informed in writing of such matters.
b. 工程設計、品質或數量變更之審核。
c. 廠商所提施工詳圖及預定進度表等之審核及管制。
d. 工程及材料機具設備之檢(試)驗。
e. 廠商請款之審核簽證。
f. 契約與相關工程之配合協調事項。
g. 監造人員如發現廠商工人技能低劣，或不聽指揮，得經業主同意後通知廠商更換之。
h. 監造人員，有監督工程及指示廠商之權。
i. 其他經業主授權並以書面通知廠商之事項。

13. Disaster Management 災害管理
1) The “disaster” means an incident caused by a force majeure event or a natural disaster:
   a. Mountain collapse, earthquake, tsunami, volcanic eruption, typhoon, torrential rain, hail, flood, earth flow, land collapse, landslide, thunder strike, and any other natural disaster.
   b. Where a nuclear, biological or chemical incident, or radioactive contamination has been identified as a disaster according to regulations or by the government competent authority.
   c. Where other incidents have been identified as a force majeure event by the Owner.
2) In the event of a force majeure such as a typhoon, earthquake, heavy rain, or flood before acceptance, the Contractor shall apply to the insurance company for compensation in accordance with the insurance policy after the disaster occurs, and notify the Owner as soon as possible to send a survey. If the investigation is true, and the Contractor may apply for an extension of the performance period in accordance with the regulations.
3) When the completed work item of the Contractor itself is damaged, except for the completed part which is still priced at the Contract Unit Price, the repair or rework part will be shared by the cost of the Contract between the parties.
4) For those who cannot be included in the coverage covered by this Contract because they can be blamed on the Contractor, the Contractor shall bear the cost of repair or redo.
5) Damage caused by natural disasters or force majeure accidents cannot be recovered, and this Contract can be terminated or terminated by mutual agreement.

14. Insurance 保障
1) The Contractor shall apply for the following insurance during the performance period. The following insurances are the main insurance contract. The insurance company insured by the Contractor should have a legal certificate issued by the Government of the Republic of China (Taiwan) to operate the business. The insurance policy should be approved by the insurance authority of the Government.
   a. Construction comprehensive insurance and additional liability for cracks and collapse of third-party buildings.
   b. Employer’s liability insurance.
2) For insurance procured by the Contractor in accordance with the preceding subparagraph, the contents are as follows:
   a. Construction property loss.
   b. Third-person accidents.
   c. The dismantling and cleaning expense required by the Owner.
   d. Other.
3) The Contractor’s insurance policy, including additional clauses and additional insurance, must be approved by or sent for information to the insurance authority. The scope of coverage may not be limited by additional clauses without the consent of the Owner.

4) The subject to be insured: The subject of the Contract.

5) The insured: The Owner, the technical consultant, the Contractor and Subcontractors shall be listed as co-insured.

6) Insurance amount
   a. Construction or installation property loss:
      i. The Contract Sum.
      ii. Price to cover dismantling and cleaning expense: 5% of the Contract Sum.
   b. Third party liability insurance:
      i. The insured amount of body injury or death for each person: NTD 5 million.
      ii. The insured amount of body injury or death for each incident: NTD 30 million.
      iii. The insured amount of body injury or death for each person: NTD 5 million.
      iv. The insured amount of body injury or death for each incident: NTD 30 million.
   c. The maximum amount of deductible for each accident:
      i. Construction or installation property loss: 10% of lost cost of each incident.
      ii. The accident insurance of the third party:
         ① Body injury or death: NTD 50,000
         ② Property damage: NTD 100,000

7) Insurance period: Commencing from the contract effective day to the closing day of contract performance plus 3 months. When there is an extension or a delay in the contract performance, the insurance period shall be extended accordingly.

8) Beneficiary: The Owner (liability insurance not included).

9) Any amendment or termination of the insurance policies without the prior consent of the Owner shall be and void. However, if it is advantageous to the Owner, it shall not be subject to this restriction.

10) After completing the insurance procedure, the Contractor shall submit one original copy of insurance policy and one replicate copy of payment receipt to the Supervision Unit for review and approval before they will be transferred to the Owner for approval.
i. 營造或安裝工程財物損失: 每一事故損失金額 10%。
ii. 第三人意外責任險:
    ① 體傷或死亡: 新臺幣 50,000 元。
    ② 財物損失: 新臺幣 100,000 元。

7) 保險期間: 自申報開工日起至履約限屆滿之日加計 3 個月止。有延期或遲延履約者，保險期間比照順延。因契約變更增加契約價金或工期展延時，廠商應加保保險契約價金或延長保險期限。

8) 受益人: 業主（不含責任保險）。
9) 未經業主同意之任何保險契約之變更或終止，無效。但有利於業主者，不在此限。
10) 應於開工前辦妥保險，並檢送保險單正本 1 份及繳費收據副本 1 份予監造單位審核核可，函轉業主同意備查。因不可歸責於廠商之事由致須延長履約期限者，因而增加之保費，由契約雙方另行協議合理分擔方式。

15. Performance Bond and Warranty Bond 履約保證金及保固保證金
   1) This Contract requires 5% of the Contract Sum as performance bond. When the construction progress reaches 50% and 75% and upon qualified inspection and acceptance, 25% of the performance bond shall be refunded respectively.
   2) The Contractor shall transfer 50% of the performance bond as warranty bond before the final instalment payment is made for the inspection and acceptance of the subject of this Contract.
   3) The performance bond shall be deposited within 30 calendar days after being awarded, and the warranty bond (i.e. 50% of the performance bond) shall be retained for 12 months after completion and commissioning.
   4) The planting security deposit is 50% of the settlement amount of the planting project.

16. Inspection and Final Acceptance 驗收
   1) The subject to be supplied or completed by the Contractor shall meet the requirements of the Contract without reducing or losing its value or with defects that make it unsuitable for normal or the agreed utilization, and shall be a new one.
   2) The Contractor has the obligation to perform mappings of the construction drawing, but if the design drawings are inconsistent with the actual design, the Contractor should immediately respond to the Supervision Unit. If the Contractor fails to immediately respond, any unfavorable results should be borne by the Contractor.
   3) The inspection and acceptance procedure:
      a. The manufacturer shall notify the Supervision Unit and the Owner of the completion date in writing before the scheduled actual completion date or the actual completion date.
      b. The Owner shall, within 14 days from the date of receiving the notice, work with the Supervision Unit and the Contractor to check the completed project and quantity according to the Contract, diagram or sample, and determine whether it is actually completed.
      c. After the actual completion, the Owner shall complete the preliminary inspection within 30 days from the date of receiving all the information from the Supervision Unit.
      d. After passing the initial inspection, the Owner will begin the final acceptance inspection within 20 days and make an acceptance record. If the Contractor fails to send a representative to participate in the initial inspection or acceptance in accordance with the notification of the authority, unless otherwise specified, it will not affect the conduct of the initial inspection or acceptance and its results. In the event of delay in the initial inspection or acceptance due to reasons attributable to the authority, the delay period shall not include overdue liquidated damage.
   1) 廠商履約所供應或完成之標的，應符合契約規定，無減少或減失價值或不適於通
17. Warranty

1) Recognition of the warranty period:
   a. Starting day:
      i. When the inspection and final acceptance is conducted on all completed works, the warranty period shall commence from the day when results of inspection and acceptance meet contractual requirements.
      ii. When partial inspection and acceptance is conducted on some parts that are necessary to be used first or on the performed contractual parts that have the risk of impairment or loss, the warranty period shall commence from the day when results of partial inspection and acceptance meet contractual requirements.
   b. Warranty Period:
      i. 6 months for plant transplantation.
      ii. The Contractor shall provide 2 years of warranty services for the non-structural facilities (including MEP etc.).
      iii. The Contractor shall provide 5 years of warranty services for the structural facilities, include but not limited to drainage trench, buildings, and road, etc.
      iv. The warranty period of temporary facilities shall be their service duration.

2) Defects mentioned in this Section shall include breakage, collapse, damage, function or performance not meeting the contractual requirements.

3) Where a defect of the subject of contract is found during the warranty period, the Contractor shall be liable to make a free of charge rectification unconditionally within the time limit set by the Owner.

4) The Owner may notify the Contractor to send their personnel for joint survey on the items of the warranty during the warranty period or before its expiry.

5) Within 30 days upon receiving the Notice of Warranty Period from the Owner, the Contractor shall complete removal of equipment, material, residue, garbage or temporary facility kept on the construction site. If the removal is not completed within the time limit, the Owner may sell and remove the aforesaid items out of the construction site without consulting the Contractor. If there is a shortage, the Contractor shall be notified for payment or it shall be deducted from the warranty bond.

6) The repair shall be completed by the Contractor after receiving notification from the Owner within 14 days. Punitive liquidated damages of NTD 2,500 per day will be imposed on any delay.

7) Planting is maintained every 3 months, and 50% of the planting security deposit is refunded, and 100% is returned to the 6th month.
iii. 結構物，包括但不限於排水溝、建築物、道路等，由廠商保固 5 年。
iv. 臨時設施之保固期為其使用期間。
2) 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。
3) 保固期內發現之瑕疵，應由廠商於業主指定之合理期限內負責免費無條件改正。
4) 業主得於保固期間及期滿前，通知廠商派員會同勘查保固事項。
5) 廠商應於接獲保固期滿通知書後 30 日內，將留置於本工程現場之設備、材料、殘物、垃圾或臨時設施，清運完畢。逾期未清運者，業主得逕為變賣並遷出現場。扣除一切處理費用後，如有不足，得通知廠商繳納或自保固保證金扣抵。
6) 廠商應於接獲業主通知後 14 日內完成瑕疵修復，逾期按日扣罰懲罰性違約金新臺幣 2,500 元。
7) 植栽每 3 個月養護 1 次，合格退還保活金 50%，至第 6 個月合格退還 100%。

18. Delay of Contract Performance 遲延履約
1) The amount of liquidated damages for delay is calculated by day (include the liquidation damage incurred by delays in different stages of the contract performance period). Where the Contractor fails to complete the subject of the Contract in the time-limit for the contract performance, liquidated damages for the delay shall apply at the rate of 0.1‰ of the Total Contract Sum for each day of delay. All days (including holidays) shall be included, and there is no difference between which is calculated by a working day or calendar day. When the Owner terminates or rescinds the Contract due to causes attributable to the Contractor, the amount of liquidated damages for delay is calculated until the day when the Owner terminates or rescinds the Contract.
2) If the Contractor fails to complete construction within the contract performance period, counting of the delay shall commence from next day of the period ending date.
3) The Owner may directly deduct the amount of liquidated damages for delay from the Contract Price payable. Where there is an insufficient amount for deduction, the Owner may notify the Contractor to pay for the balance or to be deduction from the performance bond.
4) The liquidated damages for delay mentioned in this Section means predetermined amount of liquidated damages. The amount of liquidated damages for delay shall not exceed 10% of the Total Contract Price.
5) Where it is due to the following force majeure, such as natural disasters or extreme circumstances, or other circumstances not attributable to the contracting parties, that the contract time-limit cannot be fulfilled by the Owner or the Contractor, the Contractor may request to extend the time-limit according to Paragraph 3 of Section 7 of the Contract; or that the Contract cannot be fulfilled, the contractual obligations may be exempted:
   a. War, blockade, revolution, insurrection, civil commotion, riot or mobilization;
   b. Mountain collapse, earthquake, tsunami, volcanic eruption, typhoon, hurricane, torrential rain, hail, flood, earth flow, land collapse, landslide, thunder strike or any other natural disaster;
   c. Other circumstances approved by the Owner as force majeure.
6) After the occurrence or the end of the above force majeure or matters not attributable, the party concerned shall continue to perform the Contract, if the continuation of the contract performance is possible. In addition, the party concerned shall take all necessary measures to mitigate the adverse effect or damages thereof.
7) In the event of delay of contract performance attributable to the Contractor, the Contractor shall also be responsible for any damages arising from circumstances of force majeure, unless the Contractor can prove that the damages would have been sustained, even if the Contract had been performed in due time.
8) For any accidents that occur in contract performance due to the Contractor's violation of laws or regulations, the Contractor shall be responsible for it without holding the Owner liable. Moreover, any delay of contract performance resulting from such violation, the contractual obligations shall not be exempted.
   1) 逾期違約金（含逾越分段履約期限之違約金），以日為單位，按逾期日數，每日依契約價金總額 0.1‰計算逾期違約金，所有日數（包括放假日等）均應納入。因可歸責於廠商之事由，致終止或解除契約者，逾期違約金應計算至終止或解除契約之日止。
   2) 廠商如未依照契約所定履約期限實質竣工，自該期限之日起算逾期日數。
   3) 逾期違約金之支付，業主得自應付價金中扣抵；其有不足，得通知廠商繳納或自保證金扣
扺。
4) 逾期違約金為損害賠償額預定性違約金，其總額（含逾期未改正之違約金）以契約價金總額之 10%為上限。
5) 因下列天災或事變等不可抗力或不可歸責於契約當事人之事由，致未能依時履約者，廠商得依第7條第3款規定，申請延長履約期限；不能履約者，得免除契約責任；
   a. 戰爭、封鎖、革命、叛亂、內亂、暴動或動員。
   b. 山崩、地震、海嘯、火山爆發、颱風、豪雨、冰雹、惡劣天候、水災、土石流、土崩、
      地層滑動、雷擊或其他天然災害。
   c. 其他經業主認定屬不可抗力者。
6) 前款不可抗力或不可歸責事由發生或結束後，其屬可繼續履約之情形者，應繼續履約，並採
   行必要措施以降低其所造成之不利影響或損害。
7) 廠商履約有遲延者，在遲延中，對於因不可抗力而生之損害，亦應負責。但經廠商證明縱不
   遲延履約，而仍不免發生損害者，不在此限。
8) 廠商未遵守法令致生履約事故者，由廠商負責。因而遲延履約者，不得據以免責。

19. Amendment and Transfer of the Contract 契約變更與轉讓
1) The Contractor shall not transfer all or part of the Contract to others. However, this shall not
   apply with written approval from the Owner in the event that there is a need for transfer due to
   division of a company or similar situation.
2) Any amendment to the Contract without a written agreement signed or stamped by both the
   Owner and the Contractor shall be invalid.
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 Contract Time may be subject to equitable adjustment, if
   approved by the Owner.
4) The Owner, without invalidating the Contract, may order changes in the Work within the general
   scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum
   and Contract Time shall be adjusted accordingly, in writing. If the Owner and the Contractor
   cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost
   plus reasonable overhead and profit.
5) If approved by the Owner, the Architect may authorize or order minor changes in the Work that
   are consistent with the intent of the Contract Documents and do not involve an adjustment in the
   Contract Sum or an extension of the Contract Time. Such authorization or order shall be in
   writing and shall be binding the Contractor. The Contractor shall proceed with such minor
   changes promptly.
6) If concealed or unknown physical conditions are encountered at the site that differ materially
   from those indicated in the Contract Documents or from those conditions ordinarily found to
   exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.
   1) 廠商不得將契約之部分或全部轉讓予他人。但因公司分割或其他類似情形為轉讓必要，經
      業主書面同意轉讓者，不在此限。
   2) 契約之變更，非經業主及廠商雙方合意，作成書面紀錄、並簽名或蓋章者，視為無效。
   3) 如廠商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、或廠商無法控制的其它原因而延誤，則合約時間得經業主同意後進
      行調整。
   4) 業主可在不使本合約無效的情況下，在本合約的一般範圍內，就本工程做出減減或其它修訂
      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。如業主及廠商不能就工程
      價款的變更達成協議，業主應向廠商支付其實際成本加上合理的間接費用及利潤。
   5) 經業主許可下，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，並對廠商具有約束
      力。廠商應立即辦理此類微小變更。
   6) 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
      の物理條件，工程價款及合約時間應公平的進行調整。

20. Termination, Rescission or Suspension of Contract 契約終止、解除及暫停執行
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 the Architect, terminate the Contract 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
   a. The Owner may terminate the Contract 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
   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. If the unpaid balance of the Contract 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.
   d. The Owner may, at any time, terminate the Contract 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) 由廠商終止
如本工程因非歸責廠商的過錯而停工 14 天，廠商可在向業主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業主收取工程款 (包括合理的間接費用及利潤，以及因終止而衍生的費用)。

2) 由業主因故終止
   a. 業主可終止本合約，如廠商：
      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. 未支付下包廠商人力及材料費用；
      iii. 不斷的忽視適用的法律、法規、條例、法典、規章、規定或主管機關的合法命令；
      或
      iv. 或嚴重違反合約文件的規定。
   b. 如存在上述任何一種原因，業主可在與建築師協商後，在不損害業主的任何其它權利或補救措施的情況下，並在給予廠商及其擔保人 (如有) 7 天書面通知後，終止與廠商的雇傭關係。業主亦可
      i. 佔有廠商擁有的工地及所有材料；暨
      ii. 以業主認為合適的任何合理方法完成本工程。
   c. 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廠商。如此類成本超過未付餘額，廠商應向業主支付差額。這項付款義務在本合約終止後繼續有效。
   d. 業主可以隨時終止合約。廠商有權收取已執行工程的付款以及因終止合同而產生的費用，以及合理的間接費用和未執行工程的利潤。

21. Miscellaneous 其他
1) Where the contract performance involves intellectual property rights, the Owner obtains the rights in whole.
2) Except for Section 11, the maximum compensation is the Total Contract Sum.
3) During the performance period, the Contractor shall designate an authorized representative to act as the representative of both parties to coordinate matters related to the contract during the performance period.
4) The authorized representative of the Contractor shall be fluent in English or other language agreed by the Owner. Where such representative does not possess such proficiency, the Contractor shall be obliged to employ an interpreter.
5) Where performance matters between the Owner and the Contractor involve international transportation or letter of credit which is not specified herein, the pertaining practices of international trade shall govern.

6) The Owner and the Contractor shall each designate one person as its authorized representative during the period of contract performance for coordination and contract matters.

7) The Contract is governed by the laws of the Republic of China (Taiwan). In case of any dispute arising from this Contract, both parties agree that the Tainan District Court of Taiwan shall be the court of in the first instance.

8) 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.

1) 廠商履約結果涉及智慧財產權者，由業主取得全部權利。
2) 除第11條逾期違約金外，損害賠償金額上限為契約價金總額。
3) 廠商於履約期間應指定授權代表，為履約期間雙方協調與契約有關事項之代表人。
4) 廠商授權之代表應通曉英語。未通曉者，廠商應備翻譯人員。
5) 業主與廠商間之履約事項，其涉及國際運輸或信用狀等契約業主與廠商間之履約事項，其涉及國際運輸或信用狀等契約未予載明者，依國際貿易慣例。
6) 業主及廠商於履約期間應分別指定授權代表，為雙方協調及履約有關事項之代表人。
7) 本契約以中華民國法律為準據法。因契約所生爭議，雙方同意以臺灣臺南地方法院為第一審管轄法院。
8) 廠商應負責啟動、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。廠商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。廠商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。
This Agreement entered into as of the day and year first written above.

The Owner (Signature): World Vegetable Center (WorldVeg)

Representative: 马可 Wopereis / 张瀛福 Yin-fu Chang

Address: 臺南市 74151 善化區益民寮 60 號

Phone: 06-583-7801 ext. 121

Date: 中華民國 109 年 10 月 10 日
Appendix 1: Labor safety and health

1. During the construction period, the Contractor shall abide by the relevant laws and regulations such as the Occupational Safety and Health Law and its detailed implementation rules, and shall handle the situation. If any accident occurs due to the negligence or negligence of the Contractor, the Contractor shall bear all responsibility.

2. Unless otherwise specified, the fence shall be set around the construction base. Barrier netting shall be installed outside of the scaffolding in order to prevent the material from flying or falling.

3. For workplaces with a height of 2 meters or more, those who are in danger of falling during labor operations shall adopt appropriate facilities for preventing disasters in accordance with the standards for the establishment of safety and sanitation facilities.

4. The Contractor shall establish and execute labor safety and health management system, and submit a “Labor Safety and Health Management Plan” according to the “Guidelines for Labor Safety and Health Management in Public Works” promulgated by the Council of Labor Affairs. Acceptable labor safety and health management plan shall be submitted. The “Labor Safety and Health Management Plan” shall be submitted to the Owner for review by the Contractor within 30 days from the date of contract commence. The modification of “Labor Safety and Health Management Plan” shall be limited below 3 times. The total amount of the aforesaid punitive liquidated damages is involved in the upper-limit in Subparagraph 3 of Section 11.

5. Labor health and safety personnel shall carry out a task on the construction site during the construction and may not serve as the work irrelevant to the labor health and safety concurrently.

附錄 1 工作安全與衛生

1. 施工期間，廠商應遵照職業安全衛生法及其施行細則等相關法規規定並確實辦理，且隨時注意工地安全及災害之防範。如因廠商疏忽或過失而發生任何意外事故，均由廠商負一切責任。

2. 除另有規定外，應於施工基地四周設置圍牆（籬），施工架外部應加防護網圍護，以防止物料向下飛散或墜落。

3. 高度在 2 公尺以上之工作場所，勞工作業有墜落之虞者，應依營造安全衛生設施標準規定，採取適當防止墜落災害設施。

4. 廠商應依勞動部訂定之「加強公共工程職業安全衛生管理作業要點」第 7 點，建立職業安全衛生管理系統，實施安全衛生自主管理，並提報安全衛生管理計畫；廠商應於簽約後 30 日內提報職業安全衛生管理計畫，送核准後確實執行。計畫修正次數以 3 次為限，每次修正以 7 日為限，逾期按日扣罰懲罰性違約金 2,500 元，並納入第 11 條第 3 款所載逾期違約金上限計算。

5. 依規定設置之專職安全衛生人員於施工時，應在工地執行職務，不得兼任其他與安全衛生無關之工作。
Appendix 2: Site management

1. During the period of construction, the Contractor shall assign an appropriate representative as Site Manager (Worksite Directors in charge), who has the duty to supervise, manage the personnel and equipment and be responsible for matters shall be handled. Before construction, the Contractor shall submit the information of Site Manager (Worksite Directors in charge) such as name, educational background, past experience to the Owner for review. Where the Contractor’s personnel are unsuitable to perform the Contract, the Owner may request the Contractor to replace them by others, and the Contractor shall not object it.

2. The Contractor shall appoint one personnel with more than 8 years of relevant experience in the engineering field to be Project Site Manager (Worksite Directors in charge).

3. Environmental Cleaning and Maintenance:
   1) During the period of construction, the Contractor shall be responsible for the environmental protection of the construction site at any time in accordance with relevant laws and regulations.
   2) During the period of construction, the Contractor shall be responsible to eliminate all waste, garbage, unnecessary or unqualified material, scaffolds, tools and other equipment, in order to ensure the safety and neatly clean. The Contractor shall bear all of the costs.

4. Traffic maintenance and safety control measures:
   1) The Contractor shall not obstruct traffic during construction.
   2) The Contractor shall regulate the personnel and equipment to construct in the temporary land or land supplied by Owner, and shall prevent personnel and equipment from entering adjoining area.
   3) Site entrance and exit should be equipped with control personnel.

5. Requirements in workforce:
   1) The staff register (including identity certificate, academic qualifications and experience documents) should be submitted within 14 days of the construction starts. 
   2) The staff roster shall include the person in charge of the site (or site director), security personnel and quality control personnel. The above personnel should be full-time on the construction site and actually perform their duties on the construction site during the construction period. If the manufacturer fails to comply with the regulations, the supervision unit or the owner will check and a fine of NTD 2,500 will be deducted each time from the project.
   3) The working crew hired by the Contractor shall duly act in accordance with the Labor Standards Act, Labor Safety & Health Act and laws and ordinances concerned. In case of a labor dispute, the Contractor shall solely solve the dispute and shall keep the Owner harmless and uninvolved. The Contractor shall assume the responsibility for indemnity for the impairment so incurred to the Owner.

6. When any accident which may threat to life and property happened during period of the construction, the Contractor shall take the necessary measures against loss of life and property, and shall report to Supervision Unit in 8 hours. The Contractor shall follow the directions by Supervision Unit.

7. The Contactor shall provide necessary education and training to on-site staffs accordance with work characteristic.

附錄 2 工地管理
1. 契約施工期間，廠商應指派適當之代表人為工地負責人（或工地主任），代表廠商駐在工地，督導施工，管理其員工及器材，並負責一切廠商應辦理事項。廠商應於開工前，將其工地負責人（或工地主任）之姓名、學經歷等資料，報請業主同意；變更時亦同。業主如認為工地負責人（或工地主任）不稱職時，得要求廠商更換，廠商不得拒絕。依法應設置工地主任者，該工地主任即為工地負責人。
2. 工地負責人（或工地主任）應具 8 年以上相關性質工程經驗之人員。
3. 工地環境與清潔：
   1) 契約施工期間，廠商應依相關法令規定隨時負責工地環境保護。
   2) 契約施工期間，廠商應隨時清除工地內一切廢料、垃圾、非必要或檢驗不合格之材料、鷹架、工具及其他設備，以確保工地安全及工作地區環境之整潔，其所需費用概由廠商負擔。
4. 交通維持及安全管制措施：
1) 廠商施工時，不得妨礙交通。
2) 廠商應規範其人員、設備僅得於業主提供之土地內施工，並避免其人員、設備進入鄰地。
3) 工地出入口應設置管制人員。

5. 人力要求：
1) 應於簽約後 14 日內提送工作人員名冊（含身分證明與學經歷文件）。
2) 工作人員名冊應含工地負責人（或工地主任），安衛工程師和品管工程師。以上人員應專職於本工地並於施工期間實際在工地現場上履行職責。由監造單位或業主查核，未符合規定每人每次扣除新台幣 2,500 元的罰款，得由工程款中扣除。
3) 廠商所僱用工作人員應依勞基法、職業安全衛生法及相關法令規定辦理，如發生勞資糾紛應由廠商自行處理，如造成業主損失廠商應負賠償責任。

6. 契約施工期間如發生緊急事故，影響工地內外人員生命財產安全時，廠商得逕行採取必要之適當措施，以防止生命財產之損失，並應在事故發生後 8 小時內向監造單位報告。事故發生時，如監造單位在工地有所指示時，廠商應照辦。

7. 廠商進駐工地人員，廠商應依其作業性質分別施以從事工作，及預防災變所必要之安全衛生教育訓練。
Appendix 3: Work Coordination and Construction Meeting

1. The coordination and construction meetings of this Contract shall do as follows:

2. Scope of work
   1) Coordination with the following units:
      a. Other winning bidders within the performance spaces provided.
      b. Subcontractors.
   2) Construction meeting shall include, but not limited to the following:
      a. Pre-construction meeting.
      b. Progress meeting.
   3) Preparatory work before the meeting:
      a. Agenda.
      b. Arranging a meeting place.
      c. Meeting notice shall be issued 2 days before the meeting.
      d. The materials and equipment for meeting.
   4) Work after the meeting:
      a. Meeting minutes including all the important issues and resolutions shall be produced.
      b. The meeting minutes shall be sent to all conferee and related unit in 7 days.

3. Meeting
   1) Pre-construction meeting:
      a. The design concept, requirements for construction standard, and specification of the
         construction work, equipment operation, personnel management, material utilization and
         related precautions shall be explained.
      b. Contractor personnel shall direct the construction personnel to the related process
         assignment of major construction items, and manufacture prototypes and the photo
         signboard of construction faults at the construction site as the paragon to construction
         personnel such as steel processing, formwork assembly, pipelines, decoration, etc..
      c. The information of major subcontractors shall be provided.
      d. Discuss the total project schedule.
      e. Sequence of major projects and scheduled completion time.
      f. Approach time and priorities of major equipment.
      g. Regulations of site administration such as location for material storage and construction
         office.
      h. Safety issue and methods of the first aid.
      i. Regulations of site security.
      j. Any other matters.
   2) Progress meeting:
      a. Progress meeting shall be regularly held.
      b. Temporary meeting may be held as required by the progress and situations.
      c. Review the previous agreed work progress.
      d. Fix construction schedule.
      e. Coordination of the construction progress.
      f. Review the process of drawings for approval, approval time and priorities.
      g. Any other matters.

4. Construction Plans and Reports:
   1) The overall construction plan shall be submitted in 30 days before the date of
      contract commence. The modification of the mentioned plans shall be limited below
      3 times; the modified period shall be limited below 7 days each time. Punitive
      liquidated damages of NTD 2,500 per day will be imposed on any delay in
      submission. The total amount of the aforesaid punitive liquidated damages is
      involved in the upper-limit in Subparagraph 3 of Section 11.
   1) Prior to the construction, the Contract or shall prepare sequence and schedule of construction,
      with description of construction methods for major components and related construction
      drawings and submit to the Supervision Unit and the Owner for approval.
   2) During the construction period, the Contractor shall fill out a construction log and submit it to
      the Supervision Unit for approval and reference. Punitive liquidated damages of NTD 2,500 per
day will be imposed on a delay of 3 days in submission.

3) The Contractor should submit the construction log of the previous week and explain the construction progress by noon every Monday.

4) Construction report will be sent on the 5th of each month.

5) The approved construction plan, monthly construction report (progress report) and other detailed documents by the Owner or the Supervision Unit does not waive the Contractor from its contractual obligations and responsibilities.

附錄 3 工地協調與工程會議
1. 說明執行本契約有關協調及工程會議之規定。
2. 工作範圍
   1) 與下列單位進行協調：
      a. 履約場所內其他得標廠商。
      b. 分包廠商。
   2) 工程會議應包括但不限於：
      a. 施工前會議。
      b. 進度會議。
   3) 會議前準備工作：
      a. 會議議程。
      b. 安排會議地點。
      c. 會議通知須於開會前 4 天發出。
      d. 安排會議所需資訊與設備。
   4) 會議後工作：
      a. 製作會議紀錄，包括所有重要事項及決議。
      b. 會議後 7 天內將會議紀錄送達所有與會人員，及會議紀錄有關之單位。
3. 會議
   1) 施工前會議
      a. 講解設計理念及施工要求、施工標準等規定。說明各項施工作業之規範規定、機具操作、人員管理、物料使用及相關注意事項。
      b. 重要施工項目，由廠商人員負責指導施工人員相關作業程序並於工地現場製作樣品（如鋼筋加工、模板組立、管線、裝修等）及相關施工項目缺失照片看板，以作為施工人員規範及借鏡。
      c. 提供本工程之主要分包廠商資料。
      d. 討論總工程進度表。
      e. 主要工程項目進行順序及預定完工時間。
      f. 主要機具進場時間及優先順序。
      g. 工地使用之規定。例如施工所及材料儲存區之位置。
      h. 工地安全及急救之處理方法。
      i. 工地保全規定。
      j. 其他任何事項。
   2) 進度會議
      a. 安排固定時間開會。
      b. 依工程進度及狀況，視需要召開臨時會議。
      c. 檢討前次議定之工作進度。
      d. 修正施工進度表。
      e. 施工進度之協調。
      f. 檢討送審圖說之流程，核准時間及優先順序。
      g. 其他任何事項。
4. 施工計畫與報表
   1) 廠商應於簽約後 30 日內提報整體施工計畫，送核准後確實執行。計畫修正次數以 3 次為限，每次修正以 7 日為限，逾期按日扣罰懲罰性違約金每新臺幣 2,500 元，並納入第 11 條第 3 款所載逾期違約金上限計算。
   2) 廠商應於開工前，擬定施工順序及預定進度表等，並就主要施工部分敘明施工方法，繪製施工相關圖說，送請監造單位和業主審核。
   3) 廠商於施工期間，應填寫施工日誌、施工月報（進度報告），送請監造單位審核，逾期 3 日後按日扣罰懲罰性違約金每新臺幣 2,500 元。
4) 廠商應於當周一中午前提交上一週施工日誌及說明施工進度。
5) 施工月報於每月 5 日前提送。
6) 施工計畫書、施工月報（進度報告）及其他細節經業主或監造單位審查、修正或核定，並
不因此免除廠商對契約應負之義務與責任。
Appendix 4: Quality Management

1. The following testing items shall be tested by the laboratory complied with CNS 17025 (ISO/IEC 17025), and inspection reports printed with certification mark by authorized laboratory shall be issued.
   1) Concrete
      - Concrete cylindrical subject compressive strength test.
      - Concrete cording subject compressive strength test.
      - Water-hardened Cement plaster compressive strength test.
      - Concrete coarse/fine grain sieving analysis (if suitable for the Contractor’s self-inspection and used as the basis for measurement or acceptance and where the Contractor is invited by the Supervising Unit to carry out the checking at the batching plant to see if it meets the design requirements and where the batching plant is required to release daily materials before the checking according to the requirements of Construction Specification, then it shall not be applied).
      - Cement concrete coarse/fine grain specific gravity and water absorption rate test.
      - Controlled low-strength backfill material (CLSM) compressive strength test
   2) Asphalt concrete
      - Thickness or elevation test for asphalt pavement mixture compaction subject.
      - Asphalt concrete aggregate sieving analysis (if suitable for the Contractor’s self-inspection and used as the basis for measurement or acceptance and where the Contractor is invited by the Supervision Unit to carry out the checking at the batching plant to see if it meets the design requirements and where the batching plant is required to release daily materials before the checking according to the requirements of Construction Specification, then it shall not be applied).
      - Asphalt content test of hot-mixed asphalt concrete.
      - Specific gravity and density test for asphalt mixture compaction subject (saturating face drying method).
      - Asphalt concrete compaction test.
   3) Metal materials
      - Reinforcing bars test.
      - Reinforcement couplers test.
   4) Soil
      - Soil compaction test.
      - Site soil density test.
   5) High-pressure concrete tiles or ordinary tiles.
      - High-pressure concrete tile test (at least including following 3 items, i.e. 5.1: appearance condition, 5.2: Shape, dimensions and allowable tolerance; and 5.3: compressive strength provided in CNS 13295).
      - Ordinary tile test.

2. Autonomous inspection and supervision inspection
   1) The Contractor shall submit construction method, working sequence, and testing plan to Supervision Unit before construction. After approval and joining Supervision Unit in checking the preparation, the construction may be started. After construction, the Contractor shall invite the Supervision Unit to examine the construction quality.
   2) The Contractor shall stipulate the hold point (hold point prescribed by Supervision Unit shall be included) of autonomous inspection of material and equipment testing and major construction works (falseworks shall be included) in the check process of material and construction in quality management plan. Furthermore, the safety and health hold point shall be prescribed in the process of construction plan (or labor safety and health management plan).
   3) The Contractor shall autonomously inspect according to the foregoing hold point and record for reference.
   4) The Contractor shall implement inspection of related materials and equipment, get samples, deliver samples and judge the results from testing or inspection. If involved in the inspection of the Contract required, the Contractor shall get samples and deliver samples together with Supervision Unit. The Contractor and the Supervision Unit shall judge the results from testing or
3. Quality control
   1) The Contractor shall submit the following quality control plan to the Owner for approval and execute.
   2) The overall quality control plan shall be submitted in 30 days before the date of contract commence. The construction of Sub-item shall submit quality control plan of Sub-item, the modification of the mentioned plans shall be limited below 3 times, the modified period shall be limited below 7 days each time unless the Owner agrees with others. Punitive liquidated damages of NTD 2,500 per day will be imposed on any delay in submission. The total amount of the aforesaid punitive liquidated damages is involved in the upper-limit in Subparagraph 3 of Section 11.
   3) The subdivisional quality control plan shall be submitted in 30 days before subdivisional construction.
   4) The following shall be included in quality control plan:
      a. Management responsibilities
      b. Construction essentials
      c. Quality control standards
      d. Inspection procedures of materials and construction
      e. Self-Checklist
      f. Control of nonconforming product
      g. Corrective and preventive actions
      h. Internal quality audits
      i. Document Records Management System
      j. Testing procedures and standards of the device capabilities (where there is no electrical equipment will be free from test).
   5) The following shall be included in subdivisional quality control plan:
      a. Construction essentials
      b. Quality control standards
      c. Inspection procedures of materials and construction
      d. Self-Checklist

4. Regulation of QC personnel.
   1) Number of personnel: at least 2 people.
   2) Basic requirements: The QC personnel shall attend Public Works Quality Control Training and obtain a certificate; where the personnel who had obtained the foregoing certificate over 4 years shall obtain the new certificate within 4 years.
   3) Other requirements: Graduated from related department of junior college degree or above, and with related working experience more than 4 years.
   4) The QC personnel shall be full-time, not serve as the QC personnel in other tender and perform their duties at the site.

5. Focus of the Work of QC personnel:
   1) The QC personnel shall establish and put the quality control plan into practice in accordance with contract, design drawings, regulations, related technical regulations, and quality management essentials.
   2) The QC personnel shall perform internal quality audits, such as inspection items in self-checklist, whether the inspection results are recorded in detail.
   3) Proposing, tracking and improving the QC statistical analysis, corrective and preventive measures.
   4) Management of quality documentations and records.
   5) Other issues to improve construction quality.

6. If the QC personnel does not actually perform quality control work on the construction site or fails to perform the quality control work, etc., and can be blamed on the quality control staff, the Supervision Unit or the Owner shall notify the Contractor to change and transfer the construction site within 3 days.

7. The focus of the work of the all-time engineering staff of the Contractor is as follows:
   1) Supervise QC personnel and site construction personnel, implement the quality plan, and fill out a record form.
   2) According to Article 35 of the Construction Industry Law, handle related work, such as supervising
construction according to drawings and solving construction technical problems; presenting instructions during the assessment and inspection of the project, and signing or stamping the project assessment and inspection documents.

8. Other matters to be handled by the Contractor:
   1) The Contractor shall regularly hold review meetings before and during construction to explain related regulations, method of equipment operation, personnel management, utilization of material and the related needing attention.
   2) The Contractor shall produce samples of important work on-site before the commencement of construction.

9. Punitive liquidated damages on any delay in submission.
   1) Where the QC personnel is in breach of 3.2.4 or technicians not categorized as full-time engineering personnel is in violation of 4.2, punitive liquidated damages of NTD 2,500 per day will be imposed on any delay in submission.
   2) The total amount of the aforesaid punitive liquidated damages is involved in the upper limit in Subparagraph 3 of Section 11.

附錄 4 品質管理作業

1. 下列檢驗項目，應由符合 CNS 17025（ISO/IEC 17025）規定之實驗室辦理，並出具印有依標準法授權之實驗室認證機構之認可標誌之檢驗報告：
   1) 水泥混凝上
      - 混凝土抗圧強度試驗。
      - 混凝土抗折強度試驗。
      - 水泥混凝土細砂及細骨料的篩分試驗（適用於廠商自主檢查且作為估驗或驗收依據者）。
      - 水泥混凝土細砂及細骨料比重及吸水率試驗。
      - 可控制低強度回填材料（CLSM）抗壓強度試驗。
   2) 潤青混凝土
      - 潤青混凝土壓實試體之厚度或高度試驗。
      - 潤青混凝土粒料篩分析試驗（適用於廠商自主檢查且作為估驗或驗收依據者）。
      - 潤青混凝土壓實試體之比重及密度試驗（飽和面乾法）。
   3) 金屬材料
      - 鋼筋混凝上用鋼筋試驗。
      - 鋼筋續接器試驗。
   4) 土壤
      - 溼土含水試驗。
      - 溼土風乾含水試驗。
   5) 高壓混凝土地磚或普通磚
      - 高壓混凝土地磚試驗（至少含 CNS 13295 之 5.1 外觀狀態、5.2 形狀、尺寸及其許可差、5.3 抗壓強度等 3 項）。
      - 普通磚試驗。

2. 自主檢查與監造檢查（驗）
   1) 廠商於各項工程項目施工前，應將其施工方法、施工步驟及施工中之檢（試）驗作業等計畫，先洽請監造單位同意，並在施工前會同監造單位完成準備作業之檢查工作無誤後，始得進入施工程序。施工後，廠商應會同監造單位對施工之品質進行檢查。
   2) 廠商應於品質計畫之材料及施工檢驗程序，明定各項重要施工工作（含假設工程）及材料設備檢驗之自主檢查之查驗點。另應於施工計畫（或安全衛生管理計畫）之施工程序，明定安全衛生查驗點。
   3) 廠商應確實執行上述查驗點之自主檢查，並留下記錄備查。
   4) 廠商應依品質計畫，辦理相關材料設備之檢驗。由廠商自行取樣、送驗及判定檢驗結果；如涉及契約約定之檢驗，應由廠商會同監造單位取樣、送驗，並由廠商及監造單位依序判定檢驗結果，以作為估驗及驗收之依據。

3. 品質量管
1) 廠商應提報以下品質計畫，核准後確實執行。
2) 於簽約後 30 日內提報整體品質計畫，各分項工程施工前提報分項品質計畫，計畫修正次數以 3 次為限，每次修正以 7 日為限，逾期按日扣除懲罰性違約金新臺幣 2,500 元，並納入第 11 條第 3 款所載逾期違約金上限計算。
3) 於分項工程施工前 30 日提報分項品質計畫。
4) 整體品質計畫之內容包括：
   a. 管理責任。
   b. 施工要領。
   c. 品質管理標準。
   d. 材料及施工檢驗程序。
   e. 自主檢查表。
   f. 不合格品之管制。
   g. 矯正與預防措施。
   h. 內部品質稽核。
   i. 文件紀錄管理制度。
   j. 設備功能運轉檢測程序及標準（無機電設備者免）。
5) 分項工程品質計畫之內容包括：
   a. 施工要領。
   b. 品質管理標準。
   c. 材料及施工檢驗程序。
   d. 自主檢查表。

4. 品管人員設置規定
1) 人數至少有 2 人。
2) 基本資格為：應接受工程會或其委託訓練機構辦理之公共工程品質管理訓練課程，並取得結業證書；取得前開結業證書逾 4 年者，應再取得最近 4 年內之回訓證明，始得擔任品管人員。
3) 其他資格：相關科系專科以上學校畢業，並具有 4 年以上相關工作經驗。
4) 品管人員應專職，不得跨越其他標案，且施工時應在工地執行職務。

5. 品管人員工作重點
1) 依據工程契約、設計圖說、規範、相關技術法規及參考品質計畫製作綱要等，訂定品質計畫，據以推動實施。
2) 執行內部品質稽核，如稽核自主檢查表之檢查項目、檢查結果是否詳實記錄等。
3) 品管統計分析、矯正與預防措施之提出及追蹤改善。
4) 品質文件、紀錄之管理。
5) 其他提升工程品質事宜。

6. 品管人員有未實際於工地執行品管工作，或未能確實執行品管工作等，並可歸責於品管人員者，由監造單位或業主通知廠商於 3 日內更換並調離工地。

7. 營造廠商專任工程人員工作重點如下：
1) 督導品管人員及現場施工人員，落實執行品質計畫，並填具紀錄表。
2) 依據營造業法第 35 條規定，辦理相關工作，如督導按圖施工、解決施工技術問題；估驗、查驗工程時到場說明，並於工程估驗、查驗文件簽名或蓋章等。

8. 廠商其他應辦事項
1) 廠商應於施工前及施工中定期召開施工講習會或檢討會，說明各項施工業之規範規定、機具操作、人員管理、物料使用及相關注意事項。
2) 於開工前將重要施工項目，於工地現場製作樣品。

9. 懲罰性違約金
1) 品管人員違反第 3.2.4 點或專任工程人員兼職約定者，每日處以廠商懲罰性違約金新臺幣 2,500 元。
2) 上開懲罰性違約金之總額，一併納入第 11 條第 3 款所載逾期違約金上限計算。