

DEFENSE MISSION  
TAIPEI ECONOMIC AND CULTURAL REPRESENTATIVE OFFICE  
IN THE UNITED STATES  
5010 Wisconsin Ave, N.W.,  
Washington, DC 20016

INQUIRY NO.: EC13114C012

FAX: (202) 244-0104

Jan/17/2025

Ladies & Gentleman:

It is requested that your company submit a proposal following the attached instructions. Your proposal should be received by this Division on or before **Feb/04/2025 8:00 AM** and we will open the proposal at **Feb/04/2025 09:30 AM** Eastern time. If it happens to be a holiday, the proposal opening date will be the next working day at the same time. The presentation will be notification if your company are eligible bidder.

If your company has any comments or opinions, please provide them before **Jan/22/2025 5:00 PM**. Any comments or opinions received after above mentioned date will not be considered.

Please enclose your quotation in an envelope affixed with the attached label. Bidder is fully responsible for the consequences of failure to properly identify its proposal.

This case is handled by Maj.Shih-Ting,Ting at  
stan.ting.dm@mail.mil.tw

Very truly yours,

Fu An, Huang  
Col., ROCAF  
Duputy Direct General

## LIST OF MATERIALS

Jan/17/2025

INQUIRY NO.: EC13114C012

ITEM	DESCRIPTION	UNIT	QUANTUTY	UNIT PRICE	TOTAL PRICE
NO.1	MAIN FUEL CONTROL, TURBINE ENGINE NSN: 2915013514894 P/N: 23056052	EA	3		

=====

Total Price: \_\_\_\_\_

**By signing below, the undersigned Tenderer certifies that Tenderer fully accepts the terms and conditions set forth in Contract EC13114C012 (version dated Dec 29, 2024).**

Name of Tenderer/Seller : \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## NOTE:

1. Your quotation shall be void unless it is an envelope bearing the Bidding Label.
2. Your itemized quotations of unit and total line item prices must be reserve the right to reject bids in which the Item numbers do not set forth on the List of Material.
3. The total budget and ceiling price of EC13114C012 is US\$295,041 (NT\$9,435,116) .

## INSTRUCTION

The forms on this page are to be used when submitting your response to a solicitation. Please cut this page into two parts at the dotted line. Fill out the part I, and submit it along with your response. Fill out the part II, and paste it to the envelope in which your response is sent.

### PART I

a. DM SELLER CODE (if available)	
b. COMPANY NAME	c. ADDRESS (Include zip code)
d. POINT OF CONTACT (Last, First, Middle)	e. TELEPHONE/FAX NUMBER/E-mail (Include area code and extension)

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### PART II: Bidding Label

From:
Inquiry Number. <u><b>EC13114C012</b></u>
Due Date: <u><b>Feb/04, 2025 (08:00)</b></u>
To:  <div style="text-align: center; margin-top: 50px;">Defense Mission Taipei Economic and Cultural Representative Office In the United State 5010 Wisconsin Avenue, N.W. Washington, DC 20016</div>

**BASIC ORDERING CONTRACT NO. EC13081C**  
**BETWEEN**  
**DEFENSE MISSION**  
**TAIPEI ECONOMIC AND CULTURAL REPRESENTATIVE OFFICE IN THE**  
**UNITED STATES,**  
**DEFENSE MISSION**  
**AND**  
**[SELLER]**  
**FOR**  
**THE 6<sup>TH</sup> MIXED WING OF THE REPUBLIC OF CHINA AIR FORCE**

This Basic Ordering Contract (BOC) EC13114C012 is made and entered between the **Defense Mission, Taipei Economic and Cultural Representative Office in the United States** (hereinafter referred to as “TECRO/DM”), with an address at 5010 Wisconsin Avenue, N.W., Washington, DC 20016, on behalf of the **6<sup>th</sup> Mixed Wing of the Republic of China (Taiwan) Air Force**, hereinafter referred to as “TAF” (“TECRO/DM and “TAF” may be referred as the “Buyer”), and **[Seller]**, hereinafter referred to as “Seller”. The Buyer and the Seller may also be referred to in singular as “Party” and in the plural as “Parties.”

**ARTICLE 1 – Navigation Control Unit for Overhaul Services**

The Seller agrees to provide, and the Buyer agrees to retain Seller to perform overhaul services of the Items and for the following Items on a Not-To-Exceed price basis, as stated below, and the Parties agree that the total contract price for this BOC shall not exceed the Total BOC Ceiling Price.

Item	Item Description	Unit	Quantity	Unit Price	Total Price
1	MAIN FUEL CONTROL, TURBINE ENGINE (for Overhaul Services)  NSN: 2915013514894 Model Number: E-2 P/N: 23056052  Scope of Work: Overhaul Services	EA	3	\$	
Total BOC Ceiling Price: \$ 295,041					

**ARTICLE 2 – DEFINITIONS**

2.1 “Overhaul Services” shall mean the comprehensive maintenance, repair, and restoration process performed on the Items listed in Article 1, which includes disassembly, inspection,

cleaning, repair or replacement or components, reassembly, and testing to restore the Item to a like-new condition and ensure reliable performance.

### ARTICLE 3 – SCOPE AND ORDERS

- 3.1 The maximum total cumulative value of Purchase Orders placed and Overhaul Services performed under this Basic Ordering Contract cannot exceed USD \$ \$ **295,041** (the total BOC Ceiling Price). Buyer shall issue Purchase Orders to Seller in accordance with Buyer's actual requirements and the Ordering Procedures, and Buyer does not assure that the total sum of all Orders issued and Overhaul Services performed will reach the maximum amount or the budget amount of this Basic Ordering Contract.
- 3.2 Each Order shall include a statement that the Order is issued subject to the terms and conditions of this Basic Ordering Contract.

### ARTICLE 4 ORDERING PROCEDURES

- 4.1 Should Buyer desire to have any Overhaul Services performed by Seller, the Buyer shall issue to Seller a Purchase Order specifying the units being overhauled in a form substantially similar to Annex A.
- 4.2 Seller shall sign the issued Purchase Order within ten (10) calendar days. The Purchase Order becomes effective on the date the Purchase Order is fully signed.
- 4.3 Within thirty (30) calendar days of the Purchase Order effective date, the Buyer shall ship all units that require overhauls to the Seller. Buyer is responsible for shipping costs associated with shipping the units to Seller. All shipments will be sent to Seller at the following addresses:

SHIP To: [Insert Overhaul Services Location Address]

- 4.4 The Buyer shall package and pack all such returned parts, components, assemblies or subassemblies applicable, in accordance with good commercial practice, and shall, as applicable, mark all documents and the packages or containers as "U.S. GOODS RETURNED FOR REPAIR/OVERHAUL." Title to any units returned for Overhaul Services shall at all times remain with the Buyer.
- 4.5 Upon Seller's receipt of the unit(s) above, the Seller shall perform Overhaul Services and deliver the overhauled Items to Buyer within one hundred and twenty (120) calendar days from the date of receiving the units from Buyer.
- 4.6 All Purchase Orders and amendments to Purchase Orders shall be sent by Email or other forms of communication so agreed by the Parties to each Party's designated Points of Contact as follows:

**Buyer's Representative: The 6<sup>th</sup> Mixed Wing of the Air Force**  
Address: 330 Shengli Road, Pingtung City, Taiwan, ROC  
Attention: Zhao, Bai Jun  
Phone Number: +886-8-7656111 #773457  
Email:

**Seller:**

#### **ARTICLE 5 TERM**

- 5.1 This BOC shall be valid until **December 31, 2025**. All Purchase Orders placed prior to the termination of this BOC shall continue in effect and be governed by the provisions of this BOC, and all other rights arising under this BOC or any Purchase Order thereunder shall also remain in effect. This BOC shall not be effective as to any Purchase Orders placed by the Buyer that the Seller has accepted before the Effective Date of this BOC.

#### **ARTICLE 6 PAYMENT**

- 6.1 For all Purchase Orders issued in accordance with Annex A, the Seller shall receive the total amount (100%) of the Purchase Order by wire transfer/Electronic Funds Transfer (EFT) after Delivery and Inspection according to Article 7.2 and within sixty (60) days upon Seller's presentation of the following documents to Buyer:
- One (1) photocopy of the invoice
  - One (1) photocopy of executed Certificate of Acceptance
- 6.2 All payment documentation submitted for payment shall be mailed by the Seller to the Buyer at:

**The 6<sup>th</sup> Mixed Wing of the Air Force**  
Address: 330 Shengli Road, Pingtung City, Taiwan, ROC  
Attention: Zhao, Bai Jun  
Phone Number: +886-8-7656111 #773457  
Email:

- 6.3 All payments through wire transfer/Electronic Funds Transfer (EFT) shall be made to Seller in United States Dollars (USD) to the following account:

[Insert Seller's Bank Account Info]

- 6.4 Taxes, duties and other levies imposed by the United States Government and/or any political subdivisions thereof in effect as of the date of each Order shall be paid by the Seller and are included in the Purchase Order price.

#### **ARTICLE 7 DELIVERY**

- 7.1 Shipments of the overhauled Items shall be delivered FCA Incoterms 2020 at Buyer's designated airport (LAX or JFK) and freight forwarder by air lift. All transportation costs before delivery will be borne entirely by Seller. The destination airport shall be Taoyuan International Airport, Taiwan, or Kaohsiung International Airport, Taiwan. Transshipment is not allowed. Customs clearance at the import place will be handled by the Defense Procurement Office, Taiwan Ministry of Defense.

- 7.2 No later than fifteen (15) days before the overhauled Items are ready for delivery, the Seller shall provide written notification to the Buyer.

## ARTICLE 8 INSPECTION

- 8.1 The overhauled Items shall be subject to visual inspection conducted by the 6<sup>th</sup> Mixed Wing of the Air Force in Taiwan to assure that the delivered overhauled Items conform with the Purchase Order description, and that the required documentations have been provided and the information certified therein is correct. An Import Survey Report (paid by the Buyer) in Taiwan is required.
- 8.2 Seller shall provide the following documentations for the visual inspection:
- (a) A Certificate of Conformance in the form of **Annex B** stating that the overhauled Items conform with the requirements of the Purchase Order;
  - (b) A report demonstrating overhauled Items have passed Seller's internal quality control and testing
- 8.3 If the overhauled Items pass the visual inspection, the Buyer shall issue to the Seller a Certificate of Acceptance (in the form of **Annex C**). If the overhauled Items do not pass the visual inspection, Buyer shall provide Seller with the notice of non-conformity.
- 8.4 Seller must successfully complete the Overhaul Services for the Items and provide all documentations listed above to pass visual inspection. If the visual inspection discloses or reveals that the overhauled Items do not comply with the terms of this Purchase Order or the description or specifications (including lack of the required documentations), Seller may provide the required information or clarify any non-conformity issues raised within ninety (90) days of receipt of Buyer's notice of non-conformity and request for a second visual inspection.
- 8.5 If the overhauled Items fail the second visual inspection, Seller shall re-deliver the Items and be fully responsible for all related costs, including any return shipping and insurance costs.

## ARTICLE 9 PACKAGING AND MARKING

- 9.1 Seller shall prepare and package the Items for shipment to Taiwan, Republic of China by air lift in accordance with good commercial practices and in a manner to ensure receipt at their ultimate destination in an undamaged condition. The Seller shall be responsible for any loss, damage or expense incurred by the Buyer because of packaging that is not in accordance with the requirements of this Article.
- 9.2 The packing list shall be included inside the package and shall include the following information: Purchase Order number, Item description, part number, serial number, unit, quantity, and the Seller's name. The cost of Seller's packaging and packing is included in the unit price and is reflected in the total price of the Purchase Order.

**ARTICLE 10 WARRANTY**

- 10.1 Seller warrants that all services provided as a result of this BOC shall be free from defect in material or workmanship. The Seller further warrants that all services provided as a result of this BOC shall comply with all industry and commercial standards for supplies and services of the type to be delivered or performed, and shall conform to all requirements of the Purchase Orders issued under the BOC.
- 10.2 The warranty period for fully overhauled Items shall apply for a period of three hundred and sixty-five (365) calendar days from the acceptance of the overhauled Items by the Buyer (issuing date of the Certificate of Acceptance). Seller shall receive notice from the Buyer describing the defect(s), non-conformities and/or shortages after inspection of the overhauled Items when they arrive at the destination and/or shortages after inspection of the overhauled Items when they arrive at the destination and/or within the warrant period plus two month.
- 10.3 Seller's liability under this warranty shall include, at Seller's option, repairing the delivered Items or refunding the repair price for any delivered overhauled Items which are determined to have failed to comply with this Warranty. Within thirty (30) days of receipt of the notice of defect/non-conformity, Seller shall advise what action it shall take with regard to any of the overhauled Items which are determined to be defective under this Warranty. This Warranty is not applicable to overhauled Items which have been damaged by misuse after delivery or by the negligence of buyer's personnel or by other like causes beyond Seller's control after delivery. Seller shall pay all costs for the re-shipment of items repaired under this warranty. The warranty period for defective overhauled Items shall not run from the time of discovery of the defect until the repaired Item is received in Taiwan.

**ARTICLE 11 EXCUSABLE DELAY**

- 11.1 The Seller shall not be in default because of any delay in performance of its obligations under this BOC or any Purchase Order issued thereunder, if the delay arises from any cause that is beyond the control of the Seller and without its fault or negligence. Examples of such causes are acts of God or of the public enemy, acts of any government in its sovereign capacity (including changes in export control regulations after the granting of export licenses and the revocation of export licenses for reasons unrelated to acts or omissions of Seller), fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather.
- 11.2 Notwithstanding the provisions of Article 11.1 above, the Seller shall not be excused from liability for any delay unless it shall have notified the Buyer in writing of the facts giving rise to such delay, and of the extension of the delivery or performance schedule required as a consequence, within fifteen (15) days after such facts have become known to the Seller. If an extension of the delivery schedule is granted, the Buyer shall amend the delivery date(s) in the applicable Purchase Order.
- 11.3 If Seller's performance of a Purchase Order is prevented or impeded by reason of any of the events referred to in paragraph 11.1, Seller shall promptly notify Buyer and Buyer



and Seller shall consult together and each take all reasonable action to minimize the effects of such events.

#### **ARTICLE 12 LIQUIDATED DAMAGES**

- 12.1 It is recognized that any failure of the Seller to perform services according to contractually required delivery or performance schedules will result in economic loss to the Buyer which cannot be accurately calculated. It is therefore agreed that the following liquidated damages shall be paid as an estimate of the economic loss but not as a penalty. Accordingly, if the Seller's performance of any services is not in accordance with the timeframe stated in this BOC or delivery schedule set forth in the Purchase Orders issued under this BOC, the Seller shall pay the Buyer as fixed, agreed and liquidated damages for late deliveries or performance an amount equal to one tenth of a percent (.1%) of the price of the late performance for Overhaul Services or as stated in the Purchase Order for each and every day of delinquency, and provided that liquidated damages shall not exceed twenty percent (20%) of the Overhaul Services charges and the Purchase Order price of the late services.
- 12.2 Payment shall be made by deducting liquidated damages from amounts that would otherwise be due to the Seller under any applicable Purchase Order.
- 12.3 The Seller shall not be liable for liquidated damages when the delay in delivery of Supplies or performance of Services arises out of causes beyond the control and without the fault or negligence of the Seller as stated in the "Excusable Delays" Article of this BOC.

#### **ARTICLE 13 LICENSES, PERMITS AND COMPLIANCE WITH UNITED STATES EXPORT REQUIREMENTS**

- 13.1 The Buyer and Seller shall comply fully with all export and import control laws and regulations of the United States Government and Taiwan Government as they may apply to the Parts, Repairs and Services ordered hereunder.
- 13.2 During the period of performance of this BOC, Seller will be responsible for and use its reasonable efforts to obtain and maintain any and all Technical Assistance Agreements(s) (TAAs) and/or export licenses necessary to perform the ordered work. Buyer shall cooperate with Seller to sign the appropriate documents presented by the Seller in connection with Seller's efforts to obtain, maintain, and otherwise comply with the export/import control laws.

#### **ARTICLE 14 – GOVERNING LAW, DISPUTES, AND ARBITRATION**

- 14.1 This BOC shall be governed by, and construed and enforced in accordance with, the laws of the District of Columbia, United States of America, excluding its choice of Law rules. The 1980 United Nations Convention on Contracts for the International Sale of Parts and Repairs shall not apply to this Contract.
- 14.2 Before resorting to the formal disputes resolution mechanism established by this Article, the aggrieved Party shall reduce its complaint to writing and submit it for

resolution to ascending levels of management of the respective Parties, up to the heads of Seller's and Buyer's organization.

- 14.3 Any disputes not resolved pursuant to Article 14.3 shall be finally settled under the rules of the American Arbitration Association taking place in Washington, DC. The arbitral procedure shall be conducted in the English language. Any award rendered by the arbitration panel shall be in writing, specify the reasons for the award, and be final and binding upon both Parties. The arbitration judgment may be entered in any court having jurisdiction over the Parties or their assets, or application can be made to such court for a judicial acceptance of the judgment and an order of enforcement. Each Party shall bear its own expenses incurred in connection with arbitration proceeding. All information disclosed by any party in connection with the arbitration of any dispute relating to this Contract shall be treated by the Parties, the representatives of the Parties, and the arbitration panel as confidential business information and no disclosure of such information shall be made by the other Party.

## **ARTICLE 15 – MISCELLANEOUS PROVISIONS**

- 12.1 This BOC or Purchase Orders issued hereunder may not be modified or amended except by an instrument signed by both Seller and Buyer expressly stating the intent of both to modify, amend or extend this Contract or any Order issued hereunder.
- 12.2 Neither this BOC nor any Purchase Order hereunder may be assigned without the advance written consent of Seller. Any purported assignment without such consent shall be void.
- 12.3 Neither Party shall disclose any information related to this BOC or any Purchase Order hereunder to any third party or the public except as required by law or with the prior approval in writing of the other Party.
- 12.4 If any provision of this BOC or any Purchase Order hereunder is finally determined to be illegal, invalid, or unenforceable, the remainder of this BOC or any Purchase Order shall continue in full force and effect.
- 12.5 Provisions contained herein by reference constitute the entire contract and supersede all previous communications or representations, either oral or written, between the parties hereto with respect to the subject matter hereof.
- 12.6 Any products used for repairs of items listed in this Purchase Order shall be prohibited from being manufactured, imported, or assembled in the People's Republic of China (Mainland China). Seller may not use Mainland China personnel or illegal foreigners in performing this Purchase Order.
- 12.7 This BOC has been prepared in three (3) copies. It is required that a duly authorized officer of Seller execute three (3) copies and return them to Buyer indicating acceptance of the Purchase Order within fifteen (15) days after receipt, unless a written extension is granted. Otherwise, this procurement may be canceled by Buyer and Seller may be suspended from doing any further business with the Defense

Mission, Taipei Economic and Cultural Representative Office in the United States.  
The date of Acceptance of the Purchase Order is the date of signature of Buyer.

DEFENSE MISSION  
TAIPEI ECONOMIC AND CULTURAL  
REPRESENTATIVE OFFICE IN THE US

SELLER

By: \_\_\_\_\_

Name: Fu-An Huang

Title: Deputy Director General

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ANNEX A  
SPECIMEN PURCHASE ORDER****PURCHASE ORDER FOR OVERHAUL SERVICES**

BOC No. EC13114C012

P.O. # \_\_\_\_\_

Date: \_\_\_\_\_

[Seller Name]

Seller POC: \_\_\_\_\_

TEL: \_\_\_\_\_

Email: \_\_\_\_\_

**SHIP TO: The 6<sup>th</sup> Mixed Wing of the Air Force**

330 Shengli Road, Pingtung City

Pingtung County 990

Taiwan (Republic of China)

POC: Zhao, Bai Jun

TEL: +886-8-7656111 #773457

Email: \_\_\_\_\_

P/N, S/N & Description	Qty	Unit Price	Total Price

US \$ \_\_\_\_\_

Total PO Price US\$ \_\_\_\_\_

**Delivery Date:** One Hundred and Twenty (120) days after Seller receives the units shipped by Buyer that require Overhaul Services.

Buyer's Signature: \_\_\_\_\_

Name &amp; Title: \_\_\_\_\_

Date: \_\_\_\_\_

Seller's Signature: \_\_\_\_\_

Name &amp; Title: \_\_\_\_\_

Date: \_\_\_\_\_

The Purchase Order is Effective on the last signature date.

**ANNEX B**  
**CERTIFICATE OF CONFORMANCE**

Pursuant to Purchase Order \_\_\_\_\_ issued under BOC EC13114C012 between [Seller, \_\_\_\_\_] and Defense Mission, Taipei Economic and Cultural Representative Office in the United States on behalf of the 6<sup>th</sup> Mixed Wing of the Air Force, this document certifies the overhauled Items conform in all respects to the specifications and order relative thereto and that the Items have been inspected and tested in accordance with the conditions and requirements of the order.

**List of Overhauled Items:**

Seller:

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE OF  
ISSUE: \_\_\_\_\_

**ANNEX C**  
**CERTIFICATE OF ACCEPTANCE**

Pursuant to Purchase Order No. \_\_\_\_\_ issued under BOC EC13114C012 between [Seller, \_\_\_\_\_], and the Defense Mission, Taipei Economic and Cultural Representative Office in the United States on behalf of the 6<sup>th</sup> Mixed Wing of the Air Force, I, the duly authorized representative of the 6<sup>th</sup> Mixed Wing of the Air Force hereby certify that the \_\_\_\_\_ described below are finally accepted.

**List Items:**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date of Issue: \_\_\_\_\_

**DEFENSE MISSION**  
**TAIPEI ECONOMIC AND CULTURAL REPRESENTATIVE OFFICE**  
**IN THE UNITED STATES**

5010 WISCONSIN AVENUE, N.W. WASHINGTON D.C. 20016

**BIDDING REQUIREMENT INFORMATION**

**This Case adopts one step opening of tenders' procedure. The bidder should provide a proposal and/ or quotation for Defense Mission Historic Archive Design and Installation Services. After evaluating the proposal and/ or quotation, the buyer will invite the best seller to negotiate the price.)**

**Inquiry No. : EC13114C012**

1. A quotation is requested on the supplies/services listed in the attachment hereto for export to Taiwan, Republic of China. Your quotation is a firm commitment, and is to remain valid for 120 days from the date of bid opening by this Mission. The supplies shall be newly manufactured, factory new, brand new, and not surplus. All supplies shall be manufactured or assembled in the United States or Canada, except as Buyer may otherwise agree in writing. The purchase order items shall not be produced or manufactured in Mainland China. Packaging and packing shall be suitable for (ocean)/(air) shipment and the price of packing, packaging, inland freight, and any other charge shall be included in the unit price of the supplies. Export packing shall be in accordance with industrial specifications and/or best commercial standards. The price quoted for the supplies shall be based upon delivery FOB Port (ocean) or FCA airport INCOTERM cleared for export unless otherwise indicated. For FOB Port ocean shipment, seller may select the closest port from the following ports: Los Angeles CA, New York NY, Oakland CA, Savannah GA, Baltimore MD or Tacoma WA, unless otherwise indicated. For FCA Airport air shipment, seller may select the closest airport from the following: Houston, Anchorage, Seattle, Atlanta, Chicago, Dallas, Honolulu, Los Angeles, New York, San Francisco, or Vancouver Canada, unless otherwise indicated.
2. Your original, manually signed quotation must arrive at this office by U.S. mail, Commercial Express delivery service, or personal delivery by the designated date in a clearly marked envelop. Bids transmitted by telefax or any other electronic means are not acceptable. Likewise, your quotation and any correspondence must be marked with our Inquiry Number. You may enclose your quotation in an envelope using the attached label for identification purposes or show the information about the bidder's name, address, and any mark indicating that this is a bid, for example, the case number. Failure to do so may result in premature opening or non-consideration of your bid.
3. For this case the bidder qualification, specifications and price will be a 1-stage process. The bidder must complete the quotation information form as attached and enclose it with the proposed specifications if required.
4. Only one bid may be submitted for the same items for each case; a second bid may not be submitted, and if received both bids for the same items will be treated as void. If a company submits a bid, and a controlled or controlling company, or a branch, submits a bid, all bids from the company will be considered void.
5. If the contract is a service contract, including repair contract, bidder may not subcontract, or we may default terminate the contract and request compensation.

6. It is the policy of this Mission to consider for award only those bids which comply in all material respects with the terms of this Mission's invitation for bids, including but not limited to terms in the invitation for bids relating to the applicable specifications, payment terms and delivery schedule, and specifically the attached standard terms and conditions. No exceptions to the standard terms and conditions will be considered unless submitted along with your company's bid. Bids which fail to comply in any material respect with the terms of the invitation for bids, including the standard terms and conditions may be rejected. However, if there is any different element, you should highlight it.
7. This is a request for information, and quotations furnished are not offers. This request does not commit this Mission, the Taipei Economic and Cultural Representative Office in the United States or the government of the Republic of China to pay any costs incurred in the preparation of the submission of a quotation or to contract for supplies or services.
8. Please provide the following information in your quotation: (1) Item no. of this Mission's inquiry. (2) Estimated weight and dimensions of packaged material (if available); (3) proposed delivery schedule; (4) U.S. National Stock Number ("NSN") as well as ROC NSN (...YET, YETN etc.; ROC NSN are for reference only; (5) Part Number ("P/N"), and (6) the name and address of the manufacturer and L/C beneficiary.
9. Is a tender required to deposit a bid bond or guarantee bond?  
☐ Yes There is a need to require a bid bond or guarantee bond based on procurement requirement. The bid bond or guarantee bond shall be fulfilled by an irrevocable standby letter of credit issued by a bank acceptable to TECRO-DM.  
☒ No There is no need to require a bid bond or guarantee bond.
10. If a tender is required to deposit a bid bond or guarantee bond, then within two (2) weeks after the issuance of Buyer's Documentary Letter of Credit, the Seller shall provide to the Buyer a standby letter of credit in an amount equal to five percent (5%) of the Total Contract Price. This standby letter of credit is a performance guarantee and shall be issued in favor of Buyer by a bank in the United States acceptable to Buyer, shall be irrevocable, shall contain the terms set forth in the model Standby Letter of Credit attached to Purchase Order/Contract, and shall become effective immediately upon its issuance, and be valid for a period ending no sooner than 90 days after the last delivery of Contract Items; and/or the last performance of Services. If the Seller fails to provide the required standby letter of credit, this Mission will retract the award of the contract to the Seller, and the Seller's eligibility to do business with this Mission and other Republic of China procuring entities may be suspended.
11. The supplies should fully conform to the specifications and other requirements as specified in the invitation to bid documentation. In case of any difference between the required specifications and the original manufacturer's standard specifications, or if any parts or accessories of equipment are not produced by the original manufacturer, the bidder must clearly explain and enumerate such circumstances in detail. If this Mission, in its sole judgement, believes that the difference or origin may adversely affect the function or performance of the supplies described in a bidder's bid, such bid may be rejected.
12. Unless otherwise conspicuously indicated in a separate letter by the bidder and accepted specifically in writing by this Mission, any terms and/or conditions that appear on supplementary documents submitted together with the bid documentation, such as instructions, catalogues etc., shall be null and void, and are hereby rejected by this Mission; and the bidder shall be deemed to accept any and all of the specifications, requirements, and terms and conditions included or contained in the Invitation Documentation and Conditions of Contract, if the bid is accepted by this Mission.



13. Unless otherwise specified in the Invitation Documentation or accepted in writing by this Mission prior to award, no bid for machinery or equipment will be considered if the original catalogue and technical documentation published by the manufacturer are not attached with the bid.
14. This Mission will regard the submission of a bid as the bidder's complete acceptance of the specifications and terms set forth in the invitation if the bid include only the price.
15. The bidder shall specify the shipment date in the bid documentation. A bid indicating a shipment date later than that specified in the Invitation for Bids will be rejected unless otherwise agreed in writing by this Mission. If the bidder does not include the shipment date in the bid documentation, this Mission will consider that the bidder accepted the shipment date stipulated in the Invitation for Bids.
16. In the event of a conflict between the words and figures of a money amount in a bid, the words shall control. If the total bid price does not correspond to an itemized price, the lower one shall control.
17. Unless otherwise specified, all trade terms specified in the Invitation for Bids shall be interpreted in accordance with Incoterms, 2010 Revision, published by International Chamber of Commerce (ICC). In relation to payment by letter of credit, the Uniform Customs and Practices for Documentary Credits, 2002 Revision, ICC Publication No. 600, shall apply.
18. If verified by this Mission that the awarded bidder has been suspended or temporarily suspended or forfeited the right to bid by the authorities concerned, during the duration of the bid opening or the Contract signing, this Mission has the right to reject the bid or to cease Contract signing and/or to rescind the Contract. The awarded bidder may not claim ignorance or other reasons to raise an objection or to demand the Contract signing or claim for compensation.
19. Amendments to previously submitted bids are discouraged. Furthermore, if any such amendment received after the deadline for the receipt of bids, the amendment shall not be considered and this Mission may consider the bidder's entire bid null and void.
20. The price for each line item and unit shall be provided. A bidder must bid on all items listed, or the entire bid may be rejected. If bidder's bid exceed the budget amount of this procurement, that bidder shall not be qualified as a selected bidder. The contract will be awarded to the lowest priced bidder under the ceiling price that meets the bid requirements. If the lowest bid that meets the requirements set forth in this Invitation Documentation exceeds the ceiling price, this Mission shall request the lowest bidder who attends at the bid meeting to reduce the price. If the reduced price is under the ceiling price, contract will be awarded to that bidder. If the reduced price still exceeds the ceiling price, those items will not be awarded and may be either cancelled or publicized again.
21. Bidders will not be kept informed concerning the award process, but will be informed of the results.
22. After the contract is awarded, the bidder is required to provide written confirmation that everything the bidder quoted complies with this Invitation and its relevant contract terms and conditions. If there is any exception, the bidder must highlight it in the confirmation. Unless this Mission accepts the exception in writing, the contract will be drafted in accordance with the Invitation's terms and condition and the bidder must accept that contract. If the bidder fails to accept a purchase order or contract awarded by this Mission within fifteen (15) days after receipt of the final contract or purchase order from this Mission, or fails to provide the guaranty for an equivalent product accepted in this Mission, then this Mission may cancel the awarded contract or purchase order, and this

Mission may negotiate with the next lowest bidders in order to accept the original negotiated price.

23. Bid Protest Procedures

All TECRO-DM bid protests shall be made and handled locally by the Defense Mission, as permitted by Article 106., Chapter 8. of Government Procurement Act. Bid Protest shall not be submitted to any authorities in Taiwan, Republic of China. All determination and decision concerning such protests are final, and shall be made locally, by the Defense Mission.

Bidders may in writing protest this procurement based on the content of the solicitation, supplements to the solicitation, or the making of the award, by filing a written protest with the Defense Mission sent by certified mail, return receipt requested, within the following time limits:

- a. If the protest concerns the content of the solicitation, a minimum of ten days, but no more than one-fourth of the solicitation period (from the date of publication or issuance of the invitation to bid to date bids required with a segment of less than one day being counted as a full day).
- b. If the protest concerns any subsequent written interpretations, explanations, amendments or supplements to the solicitation, ten days from the earlier of the date of receipt of the notification from the Defense Mission, or publication of public notice.
- c. If the protest concerns the procedures or outcome of the making of the award:
  - i. Within ten days after the earlier receipt of notification of award or publication of public notice.
  - ii. If no written notification or public notice occurs, within ten days after the procedures or outcome could have been known, but in no event later than fifteen days after contract award for matters of invitation for bid, evaluation of bid or contract award.

The above time periods shall be calculated using the postmarked date of the return receipt.

24. After award or contract signature, if it is discovered that a bidder cheated, committed forgery, or any behavior affecting the fairness of the procurement, or was suspended, the procuring organization may cancel the award or terminate the contract, and also seek damages.
25. In any of the following situations, this Mission must notify the bidder of the Mission's intention to suspend the bidder's right to bid on this Mission's procurements unless within 20 days of the bidder's receipt of the said notice the bidder provides an explanation to show cause why the bidder's right to bid should not be suspended:
  - a. Bidder allows any others to borrow its name or certificate to participate in a tender.
  - b. Bidder borrows or assumes any other's name or certificate to tender, to execute a contract, or to perform a contract, or tenders with forged documents or documents with unauthorized alteration.
  - c. Bidder has substantially reduced the work or materials without obtaining a prior approval.
  - d. Bidder has been proved to forge or alter without authorization documents related to tendering, contracting, or contract performance.
  - e. Where the supplier participates in tendering during the period when its business operation has been suspended by a disciplinary action.
  - f. Where the supplier has committed any of the offenses prescribed in Articles 87 to 92 of the Government Procurement Law, Republic of China, and has been sentenced without probation by a court of the first instance. (The text of the Government Procurement Law, including Articles 87 to 92, can be found at [http://www.pcc.gov.tw/~jsp/main\\_web/pcc-english/pcc-english/index.jsp#](http://www.pcc.gov.tw/~jsp/main_web/pcc-english/pcc-english/index.jsp#).)
  - g. Bidder refuses to execute or perform a contract without due cause after award.
  - h. Upon testing or inspection of supplies delivered by the Seller, such supplies are found to

- substantially deviate from the required specifications.
- i. Supplier fails to honor its warranty obligations.
- j. Where the time-limit for contract performance is seriously delayed due to causes attributable to the bidder.
- k. Bidder is in breach of the requirement of Paragraph 5 (if applicable) by assigning the awarded contract to another.
- l. Where a contract is rescinded or terminated for causes attributable to the bidder.
- m. Bidder is under the procedure of reorganization or bankruptcy.
- n. Where the supplier seriously discriminates against women, aborigines, or personnel of disadvantaged groups.

For items a-f above, suspension will be for 3 years. For items g-n, suspension will be for one year. In the event that a seller fails to perform its contractual obligations, then this Mission will notify the seller's guarantor of its obligation to honor its guarantee, in which case the guarantor will be bound by the regulations described above.

- 26. If bidder does not within the fixed time limit submit its explanation, or if its explanation is rejected, a decision will be made in accordance with the relevant ROC law or the Defense Mission regulation. In such case the Defense Mission will announce the bidder's name and status in the ROC procurement bulletin and suspend the bidder's right to bid. In such case, the bidder during the period of suspension may not bid or act as a subcontractor.
- 27. The Mission reserves the right to verify both the identity of bidders and their capacity to enter into and perform a contract for the quoted items. By submitting a bid a bidder agrees to cooperate in the following verification procedures, and to provide information reasonably required by the Mission:

#### Sole Proprietorships and Partnerships of Individuals

If the bidder is a sole proprietorship or a partnership of individuals, the Mission reserves the right to examine a driver's license, passport or other form of official picture identification to verify the identity of the individual(s) responsible for performing the contract. In addition, the Mission reserves the right to obtain a credit report on the responsible individual(s), and the bidder agrees to provide the Social Security Number(s) of the responsible individual(s) together with the individual's (s') written consent for this purpose.

#### Corporations

If the bidder is a corporation, the Mission reserves the right to obtain a certificate of good standing from the state in which the bidder is incorporated as well as a Dun & Bradstreet report (or similar business report) on the bidder. In addition, the Mission reserves the right to require that, as a precondition to the award of the contract, a responsible individual provides a personal guarantee of the corporation's performance of the contract.