

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

INQUIRY NO.: EC13123C016

FAX: (202) 244-0104

Jan/10/2025

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 Jan/24/2025 8:00 AM and we will open the proposal at Jan/24/2025 10:00 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/14/2025 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/10/2025

INQUIRY NO.: EC13123C016

ITEM	DESCRIPTION	UNIT	QUANTUTY	UNIT PRICE	TOTAL PRICE
NO.1	NOZZLE LINE BLIND NSN: 4730014929399 P/N: 9MB732B	EA	38		
NO.2	POWER SUPPLY NSN: 6130YETP23538 P/N: VI-ARMB-H22	EA	2		
NO.3	SOLENOID NSN: 5945000113046 P/N: 10378;SR-8000	EA	5		
NO.4	TRANSFORMER POWER NSN: 5950008880502 P/N: 10379;TM643	EA	10		
NO.5	RADAR BRING DISPLAY NSN: 6680010593387 P/N: FG450A51;695799-185	EA	3		

Total Price: _____

By signing below, the undersigned Tenderer certifies that Tenderer fully accepts the terms and conditions set forth in Contract EC13123C016 (version dated September 12, 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 of EC13123C016 is US\$383,533.42 (NT\$12,265,015) .

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)

PART II: Bidding Label

From:
Inquiry Number. <u>EC13123C016</u>
Due Date: <u>Jan/24, 2025 (08:00)</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>

Purchase Order No. EC13123C016

Seller/TECRO-DM
Date: September 12, 2024

**DEFENSE MISSION
TAIPEI ECONOMIC AND CULTURAL REPRESENTATIVE OFFICE
IN THE UNITED STATES**
5010 Wisconsin Avenue, N.W.
Washington, D.C. 20016

Telephone: 202-895-6817

FAX: (202) 244-0104

Purchase Order No. EC13123C016

Date: October 30, 2024

BUYER: Defense Mission
Taipei Economic and Cultural
Representative Office in the United States

SELLER:

ATTN:

REFERENCE: Your reference no. Date:

- 1. ITEMS AND PRICES:** Seller agrees to provide and Buyer agrees to purchase the following Purchase Order Items at the fixed prices stated herein.

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
1	NOZZLE, LINE BLIND NSN: 4730014929399 P/N:9MB732B	EA	38		
2	POWER SUPPLY NSN:6130YETP23538 P/N: VI-ARMB-H22	EA	2		
3	SOLENOID NSN: 5945000113046 P/N: 10378; SR-8000	EA	5		
4	TRANSFORMER POWER NSN: 5950008880502 P/N: 10379; TM643	EA	10		
5	RADAR BRING DISPLAY NSN: 6680010593387 P/N: FG450A51; 695799-185	EA	3		
TOTAL PRICE: USD					

Additional Requirements:

1. Any products listed in this Purchase Order are prohibited from being manufactured, imported, or

Initials: Buyer: _____
Seller: _____

\ / Contact POC: Xu, Yi-Ming
Kaohsiung \ / Taiwan

6. EXPORT LICENSE: Seller shall at its own cost obtain the required export licenses, permits, authorizations and other clearances for the Purchase Order Items under the applicable laws, which shall be valid throughout the duration of the delivery schedule under this Purchase Order. If an export license is not required, Seller shall, upon receipt of this Purchase Order, provide proof to Buyer and Buyer's carrier (if applicable) with the applicable regulation relating to the non-requirement of the export license.

If Buyer is required to execute a letter of intent and/or the end user statement/certificate in the course of application for the foregoing export license, Seller shall give prior written notice of such necessity to the buyer, together with instructions and explanation of the applicable authority. Seller shall ensure that its agent and personnel will fully comply with applicable export rules and regulations, and will not transfer the Purchase Order items and relevant documentations to any third parties, except for those necessary to perform Seller's obligations under this Purchase Order.

Notwithstanding the Excusable Delay Article, if Seller is denied any export license or permit required for the performance of this Purchase Order, or otherwise fails to obtain any such license or permit, Buyer by written notice to Seller may terminate this Purchase Order, in whole or in part, without penalty or cost. In the event this Purchase Order is so terminated, Buyer shall be entitled to repayment of any payments made to Seller with respect to such part of this Purchase Order as has been terminated, to the extent that the amount of such payments exceeds the value of Purchase Order Items delivered to Buyer, and Buyer may return any such Purchase Order Items at Seller's expense and receive a complete refund of all payments made by Buyer with respect thereto. The consequences of Seller's delay in obtaining, or failure to obtain, a required export license or permit shall be as provided under this Article.

7. INSPECTION: There shall be a visual inspection and an import survey (paid by Buyer) within thirty (30) calendar days of receipt of the Purchase Order Items at the destination to assure that the Purchase Order Items conform with the Purchase Order requirements/specifications and the Certificate of Conformance. In addition, the following documentations are required for the inspection:

- a. OEM's product qualification certificate or OEM's authorization certification for the seller to distribute or sale the Purchase Order Items spare parts. (Proof to show that the delivered Purchase Order Items are indeed the products of the OEM).
- b. Certificate of new product, indicating that the products are manufactured after **January 1, 2023**.
- c. Certificate of Conformance (see **Annex A**) that the Purchase Order Items conform with the requirements of the Purchase Order, the description and specifications, quantity and quality and are correctly packaged, packed and marked.

The delivery will be deemed disqualified if there is shortage of Purchase Order Items or lack of documentations found during the visual inspection. The Purchase Order Items shall have the corresponding cage code and part number as identified under Article 1 of this Purchase Order. If the Purchase Order Items are found to comply with the Purchase Order requirements, the Buyer shall issue to the Seller a Certificate of Acceptance (see **Annex B**) after the import survey date. If the inspection at the destination discloses or reveals that the Purchase Order Items do not comply with the terms of this Purchase Order or the description or specifications, Buyer shall provide such notice of non-conformity to Seller within thirty (30) days from the visual inspection date, and Seller shall have thirty (30) days to cure any non-conforming element, and thereafter a second

Initials: Buyer: _____
Seller: _____

inspection will occur. Seller shall be fully responsible for any return, replace, and re-delivery shipping costs arising from any non-conformity of the delivered Purchase Order Items.

If Seller provides a Purchase Order Item with a different CAGE and/or part number, Seller shall provide supporting documentation indicating that the Purchase Order Item still conforms with the contract specifications despite the revised CAGE and/or part number. Buyer's technical representative shall determine if the revised CAGE and/or part number is acceptable. If Buyer's technical representative determines the revised CAGE and/or part number is not acceptable, the Purchase Order Items shall not pass inspection and be deemed rejected/disqualified. If the Seller provides a Purchase Order Item with different CAGE and/or part number due to corporate name change, merger or acquisition, Seller shall provide supporting documentation as proof of such corporate change for approval by the Buyer to satisfy the inspection requirements.

8. SHIPPING INSTRUCTIONS: No later than fifteen (15) days before Purchase Order Items are ready for delivery, Seller shall provide written notifications to Buyer and request the specific delivery instructions. Seller shall make deliveries as instructed by Buyer.

9. PAYMENT: The Buyer shall pay Seller 100 % of value of Purchase Order Items delivered for each shipment by wire transfer to Seller's bank within sixty (60) calendar days after Seller presents the following documents to Buyer:

- i. Manually-signed commercial invoices, in four (4) copies
- ii. Certificate of Acceptance signed by the Buyer pursuant to Article 7 of this Purchase Order

10. WARRANTIES: Seller warrants that:

- A. All Purchase Order Items furnished hereunder shall be free and clear of any liens, security interests, charges or claims whatsoever, including attorney's fees.
- B. For a period of one (1) year after acceptance by the Buyer, each Purchase Order Item delivered shall be free from defects in material, workmanship and design as well as in full conformity with the specifications, drawings and samples, if any; and if Purchase Order Items are operating machinery, they shall operate properly and in the manner set forth herein and according to specifications. This warranty shall remain in effect and survive the acceptance of and payment for the Purchase Order Items whether any defect shall be patent or latent.
- C. Seller shall receive notice from Buyer of any defect(s), non-conformities and/or shortages after inspection of the Purchase Order Items when they arrive at the destination and/or within the warranty period plus sixty (60) days. Seller's liability under this warranty shall include replacing free of charge within one hundred and twenty (120) calendar days any delivered Purchase Order Items which are determined to have failed to comply with this Warranty. The replacement items shall fulfill the specifications and quality of the original items and have a Warranty for 1 year after acceptance by the Buyer. Late delivery of the replacement items shall be subject to liquidated damages under this Purchase Order. In the event the Purchase Order Items are installed and use on Buyer's equipment, Seller shall be liable for damages of the equipment resulting from use of the Purchase Order Items on the equipment.
- D. This Warranty is not applicable to Purchase Order 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 shipment of repaired or replacement Purchase Order Items. The warranty period for defective Purchase Order Items shall not run from the time of discovery of the defect until the repaired or replaced item is received in

Initials: Buyer: _____
Seller: _____

Taiwan or USA, whatever is applicable.

11. LIQUIDATED DAMAGES: If Seller fails to deliver the Purchase Order Items stated in Paragraph 1 of this Purchase Order within the time specified in the delivery schedule of this Purchase Order, or any written extension thereof granted by Buyer for excusable delay, Seller shall pay to Buyer as fixed, agreed, and liquidated damages, for each calendar day of delay a sum in the amount of one tenth of one percent (0.1%) of the value of the Purchase Order Items not delivered in accordance with the delivery schedule up to a maximum amount of five percent (5%) of the Purchase Order. If the delivery of Purchase Order Items is delayed to the extent that the liquidated damages amount assessment exceeds five percent (5%) of the Purchase Order price, Buyer has the right to terminate this Purchase Order, in whole or in part. Buyer may then procure the same Purchase Order Items from an alternative supplier. Should Buyer incur additional costs in re-procuring these Purchase Order Items, Seller shall be responsible for reimbursing Buyer for any increased costs.

12. EXCUSABLE DELAY: Seller shall not be liable for delays in delivery and the date on which Seller's obligations are to be fulfilled shall be extended for a period of time caused by the delay when the delay is due to causes beyond Seller's control and not due to the fault or negligence of either, including Act of God, war, riots, labor disputes, government authority/regulation, terrorism, quarantine restrictions. Partial failure of performance due to any of the aforementioned causes shall not in itself terminate this Purchase Order or excuse any failure by Seller to resume other obligations under the Purchase Order after the expiration of the period of time caused by the excusable delay.

Notwithstanding the above, Seller shall not be excused from liability for any delay unless it shall have notified 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 15 days after such facts have come to its notice. Seller shall also include satisfactory evidence substantiating that said cause prevents performance, as well as a declaration specifying the steps being taken by Seller to minimize its effects on performance of the Purchase Order. In the event Seller is excused from performance under this Article for 180 days or more, Buyer may, in its sole discretion, terminate this Purchase Order, in whole or in part, without penalty or cost. In the event this Purchase Order is so terminated, Buyer shall be entitled to repayment of any payments made to Seller with respect to such part of this Purchase Order as has been terminated, to the extent that the amount of such payments exceeds the value of Purchase Order Items delivered to Buyer. As an alternative, the Buyer, by itself or through a third party, may procure upon such terms and in such a manner as the Buyer may deem appropriate, identical or similar or functionally equivalent supplies. Seller shall be liable to the Buyer for the costs incurred relating to such supplies which are excess of the Purchase Order price.

13. WAIVER OF BREACH: The failure of the Buyer, at any time, to require performance by Seller of any provision under this Purchase Order shall in no way affect the full right of the Buyer to require such performance at any time thereafter. The waiver by the Buyer of a breach of any provision under this Purchase Order shall not constitute a waiver of any succeeding breach of the same or any other such provision, nor shall it constitute a waiver of the provision itself.

14. MODIFICATIONS: All modifications or amendments to this Purchase Order shall be in writing and executed by duly authorized representatives of both parties. A letter, telefax, memorandum of understanding or other communication relating to this Purchase Order which contains a proposed change or modification shall not be binding on the parties until a formal amendment to the Purchase Order has been executed in writing by the official designated representative of each party to this Purchase Order.

Initials: Buyer: _____
Seller: _____

- 15. ANTI-ASSIGNMENT:** Seller shall not transfer or assign this Purchase Order to any other individual, firm, partnership, corporation, institution or governmental agency without the prior written consent of Buyer.
- 16. APPLICABLE LAW:** This Purchase Order shall be governed by and construed in accordance with the laws of the District of Columbia, and Seller consents to suit being brought in the District of Columbia regardless of the law of the State where this Purchase Order is performed. Seller designates the Superintendent of Corporations of the District of Columbia as its agent for the service and acceptance of process. Buyer and Seller agree to settle any disputes arising out of this Purchase Order by arbitration in accordance with American Arbitration Association Rules with one arbitrator, which arbitration shall be held in Washington, D.C.
- 17. SECURITY:** Seller shall be responsible to assure that its employees do not disclose the terms or conditions of this Purchase Order. No publicity or information regarding this Purchase Order shall be given or released without the express prior written authority of Buyer.
- 18. TAXATION:** The prices set forth in this Purchase Order include all Federal, State and local taxes imposed by the United States Government or a Governmental agency thereof. The prices set forth in this Purchase Order do not include any taxes levied on the Purchase Order Items by the Government of the Republic of China. Such taxes shall be the responsibility of Buyer.
- 19. ACCEPTANCE OF THE PURCHASE ORDER:** This Purchase Order 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.

For Seller:

ACCEPTANCE
DEFENSE MISSION
TAIPEI ECONOMIC AND CULTURAL
REPRESENTATIVE OFFICE
IN THE UNITED STATESBY: _____
Printed Name: _____
Title: _____BY: _____
Printed Name: COL Chih-Chuan Lin
Title: Deputy Director GeneralInitials: Buyer: _____
Seller: _____

Purchase Order No. EC13123C016

Seller/TECRO-DM
Date: September 12, 2024

ANNEX A

CERTIFICATE OF CONFORMANCE

Pursuant to Purchase Order No. EC13123C016 between _____ (“Seller”) and the Defense Mission, Taipei Economic and Cultural Representative Office in the United States, the undersigned, a duly authorized official of Seller, hereby certifies that the items herein below listed conform with the requirements of the item description and specifications, quantity and quality and are correctly packaged, packed and marked:

[List Items]

Seller
By: _____
Printed Name: _____
Title: _____

Initials: Buyer: _____
Seller: _____

Purchase Order No. EC13123C016

Seller/TECRO-DM
Date: September 12, 2024

ANNEX B

CERTIFICATE OF ACCEPTANCE

Pursuant to Purchase Order No. EC13123C016 between _____ (“Seller”) and the Defense Mission, Taipei Economic and Cultural Representative Office in the United States, I, the duly authorized representative of the Defense Mission, Taipei Economic and Cultural Representative Office in the United States or the end user office, hereby certify that the Purchase Order Item(s) described below are accepted:

By: _____

Printed Name: _____

Title: _____

Date of Issue: _____

Initials: Buyer: _____
Seller: _____

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.

2. Transshipping is not allowed under this Purchase Order.
3. On deck loading is not accepted under this Purchase Order.

2. **DELIVERY SCHEDULE:** Seller shall deliver the Purchase Order Items in accordance with the delivery schedule below:

First Shipment (Item 2, 4, and 5): all units shall be delivered in one (1) shipment within one hundred and eighty (180) calendar days after the Purchase Order is fully signed by the Parties.

Second Shipment (Item 1, and 3): all units shall be delivered in one (1) shipment within three hundred and sixty-five (365) calendar days after the Purchase Order is fully signed by the Parties.

3. **DELIVERY METHOD:** The Purchase Order Items shall be delivered by air lift in accordance with the delivery schedule **FCA LAX or JFK (Buyer's designated freight forwarder)**. Title for the Purchase Order Items shall pass to Buyer upon delivery. The terms in this paragraph shall be construed in accordance with the *Incoterms* 2020, published by the International Chamber of Commerce. All costs incurred by Seller for the delivery to the specified location indicated above are reflected in the total price of this Purchase Order.

4. **PACKAGING AND PACKING:** Packaging shall comply with industrial standard of humidity control, waterproofing and shock prevention in accordance with standard commercial practice for air lift shipment. The Seller shall ensure that the P.O. items are properly protected through the shipment process and not damaged. Such packaging and packing shall be sufficient to sustain rough handling and shaking and/or possible corrosion due to exposure to salt spray, open storage and/or other hazardous situations.

A packing list/label (HSYK self-stick label; long 9.5 cm/ width 9 cm) shall be attached to the outside of the container and contain the following information: the Purchase Order number, the P.O. Items description and number, Part Number, unit, unit price, quantity, manufacture date, Seller's name, address and telephone number, and Bar Code containing the referenced information. A commercial invoice, required inspection documents set forth in Article 7, and packing list containing the information referenced above (PO number, PO Items description, etc.) and corresponding Bar Code shall be placed inside the container.

5. **MARKING:** All packages, boxes or cases and shipping documents shall be itemized as a detailed packing list showing exact weight and extreme outside dimensions of the container. Marking shall be as follows:

Purchase Order No. EC13123C016

Buyer: Defense Mission
Taipei Economic and Cultural Representative Office
in the United States

Destination: Depot of Air Force Supply, Air Force
the Tainan Unit
No. 195 Baoren Road
Rende District, Tainan City 17103
Taiwan (ROC)
Tel: 06-2684815#973957-973958

Measurement:
Case No.:
Gross Wt.:
Net Wt.:

Initials: Buyer: _____
Seller: _____

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

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

BID REQUIREMENT INFORMATION

**LIMITED TENDERING PROCEDURES – SOLICITIG REFERENCE DATA OR INFORMATION FROM
SUPPLIERS – SINGLE STAGE PROCUREMENT (AWARD OF ALL ITEMS SPECIFIC
MANUFACTURER PART NUMBER)**

Inquiry No. EC13123C016

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, Vancouver Canada or San Francisco, 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 includes 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, 2020 , published by International Chamber of Commerce (ICC). In relation to payment by letter of credit, the Uniform Customs and Practices for Documentary Credits, 2007 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 exceeds 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 price ceiling that meets the bid requirements. If the lowest bid that meets the requirements set forth in this Invitation Documentation exceeds the price ceiling, this Mission shall request the lowest bidder who attends at the bid meeting to reduce the price. If the reduced price is under the price ceiling, contract will be awarded to that bidder. If the reduced price still exceeds the price ceiling, 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 Division must notify the bidder of the Division's intention to suspend the bidder's right to bid on this Division'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 hereof, 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#.)
- 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 Division 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 DM regulation. In such case DM 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 Division 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 Division:

Sole Proprietorships and Partnerships of Individuals

If the bidder is a sole proprietorship or a partnership of individuals, the Division 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 Division 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 Division 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 Division reserves the right to require that, as a precondition to the award of the contract, a responsible individual provide a personal guarantee of the corporation's performance of the contract.