

Tender Instructions

(2017 Version)

The following tender requirements shall be prescribed by the Entity. The tenderer is not permitted to fill out or amend any of them.

1. The “Government Procurement Act” (hereinafter referred to as the “Act”) and its related regulations promulgated by the responsible entity of the Act apply to this procurement.
2. Tender Name: 2018-2019 Eastern America Market Development Program for Taiwan Tourism
3. Subject of this procurement:
 - (1) Construction work.
 - (2) Property; type of this procurement: purchase; lease or rent; custom; two or more of the above (please tick) .
 - (3) Service.
4. Value of this procurement:
 - (1) No more than one-tenth of the threshold for publication.
 - (2) Exceeding one-tenth of the threshold for publication but not reaching such threshold.
 - (3) Reaching the threshold for publication but not reaching the threshold for supervision.
 - (4) Reaching the threshold for supervision but not reaching the threshold for large procurement.
 - (5) Reaching the threshold for large procurement.
 - Anticipated usage and cost-benefit goals have already been approved in accordance with Point 2 Paragraph 1 of the “Operation Directions for Reporting of Large Procurement Usage and Cost-Benefit Analysis by Entities.”
5. This procurement:
 - (1) Is a joint supply contract.
 - (2) Not a joint supply contract
6. Total procurement budget :

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Total budget for 2018~2019 is approximately US\$500,000 (equivalent to NT\$15,000,000. Includes all taxes as well as annual public relations and promotional activity expenses). Actual budget will be as approved by the Legislative Yuan for the year.

7. Total procurement expected amount : (Optional)
8. Superior entity: Ministry of Transportation and Communications
9. The name and address of the granting entity where procurement is the result of a grant in accordance with Article 4 of the Act (optional):
10. The name and address of the entrusting entity where procurement is entrusted to a juristic person or organization in accordance with Article 5 of the Act (optional):
11. The name and address of the entrusting entity where procurement is entrusted to an agent in accordance with Article 40 of the Act (optional):
12. In accordance with Article 75 of the Act, the name, address and telephone number of the entity that deals with protest filed by suppliers: the same as that of the Entity: Same as the Entity (Please specify the name, address and telephone number of the entity where any of them is different from that of the Entity.)
13. In accordance with Articles 76 and 85-1 of the Act, the name, address and telephone number of the Complaint Review Board of Government Procurement (CRBGP) that deals with complaint (only for procurement with a value reaching the threshold for publication) and mediation of contract disputes filed by suppliers (no restrictions on amount): Public Construction Commission of the Executive Yuan; Address: 9F, No. 3 Song-jen Road Taipei (CPC Building); Telephone: (02)87897500.
14. This procurement:
 - (1) Undivided.
 - (2) Divided, and such division has been approved by the superior entity (Letter No.). The total value of each divided procurement shall apply to each divided one as if undivided, and the regulations for procurement reaching the threshold for publication, or the regulations for procurement reaching the threshold for supervision shall apply as the case may be.

15. Tendering procedure:

(1) Open tender

(1-1) This is a multi-award tender with separate items. The tenderer do not need to seal their bid as individual items or indicate the number of the item on the outside cover. The tender may be opened if three or more bids are received and they meet the requirements of Article 55 from the Enforcement Rules of the Government Procurement Act.

(2) Selective tender: Conforms to Article 20 Paragraph 1; Paragraph 2; Paragraph 3; Paragraph 4; Paragraph 5 of the Act (please tick the one applicable)

(2-1) For specific tenders, all qualified suppliers shall be invited to tender after the supplier qualification review.

(2-2) To establish a list of qualified suppliers; subsequent requests for proposals will take the form of directly invite all qualified suppliers to tender; invite all qualified suppliers to tender by public notice; invite ___ qualified suppliers each time to tender based on the order of review; invited qualified suppliers to tender by drawing lots.

(3) Limited tender: This procurement is in conformity with the requirements set forth in Article 22, Paragraph 1, sub-paragraph 9 of the Act as evaluated by the requesting, using or procuring unit, and has been reported to and approved by the head of the Entity or his/her authorized personnel.

(3-1) Open selection of the successful tenderer:

(3-1-1) Pursuant to Article 22, Paragraph 1, sub-paragraph 9 of the Act for: Professional services; Technical services; Information services.

(3-1-2) Pursuant to Article 22, Paragraph 1, sub-paragraph 10 of the Act.

(3-1-3) Pursuant to Article 22, Paragraph 1, sub-paragraph 11 of the Act.

(3-2) Price competition:

Where there is no tender in response or in conformity with the requirements set forth in the tender documentation after a public notice, and no protest or complaint in process according to Article 22, Paragraph 1 of the Enforcement Rules of the Act, the Entity may apply limited tendering procedures according to

Article 22, Paragraph 1, sub-paragraph 1 of the Act. The entity may invite two or more suppliers with a past record of outstanding performance to participate in price competition, pursuant to Article 23-1, Paragraph 1, sub-paragraph 1 of the Enforcement Rules of the Act. Pursuant to Article 22, Paragraph 1, sub-paragraph ___ of the Act; (please indicate the number of subparagraph. If it is subject to subparagraph 16, the number of the approval letter from the responsible entity is also required.) Pursuant to Article 104, Paragraph 1, sub-paragraph ___ of the Act; (please indicate the number of sub-paragraph and the number of the approval letter from the competent entity.) Pursuant to Article 105, Paragraph 1, sub-paragraph ___ of the Act; (please indicate the number of sub-paragraph and the number of the approval letter from the competent entity); Pursuant to Article __, Paragraph __, sub-paragraph ___ of the "Tendering Regulations of Central Government Entities for Procurement of a Value Not Reaching the Threshold for Publication"; Pursuant to Article __, Paragraph __, sub-paragraph ___ of the tendering regulations for procurement of a value not reaching the threshold for publication, promulgated by local government according to the Article 23 of the Act.

- (3-3) Price negotiation: Pursuant to Article 22, Paragraph 1, sub-paragraph ___ of the Act; (please indicate the number of sub-paragraph; the reason that the Entity is not using price competition is _____. For the application of sub-paragraph 16, the number of approval letter from the responsible entity of the Act must be included); Pursuant to Article 104, Paragraph 1, sub-paragraph ___ of the Act (please indicate the number of sub-paragraph and the number of approval letter from the competent entity. Except where sub-paragraph 4 is being applied, the reason that the Entity is not using price competition is _____); Pursuant to Article 105, Paragraph 1, sub-paragraph ___ of the Act (please indicate the number of sub-paragraph and the number of approval letter from the competent entity. If sub-paragraph 1 or 2 is being applied, the reason that the Entity is not using price competition is _____); Pursuant to Article __, Paragraph __, sub-paragraph ___ of the "Tendering Regulations of Central

Government Entities for Procurement of a Value Not Reaching the Threshold for Publication”; (the reason that the Entity is not using price competition is _____.); Pursuant to Article ___, Paragraph ___, sub-paragraph ___ of the tendering regulations for procurement of a value not reaching the threshold for publication, promulgated by local government according to the Article 23 of the Act.

- (3-4) Pursuant to Article 22, Paragraph 1, sub-paragraph ___ of the Act, where solicitation notice is published in order to invited two or more suppliers for price competition or only one supplier for price negotiation.
- (4) Pursuant to Article 49 of the Act with a view to obtaining offers or proposals in writing openly. (for procurement of a value not reaching the threshold for publication)
- (4-1) The head of the entity or their authorized representative has given approval for this procurement to proceed as limited tender if written quotes or proposals are received from less than 3 suppliers.

16. This procurement:

(1) Pursuant to the requirements set forth in a treaty or an agreement to which this nation is a party. The title of the treaty or agreement:

The Agreement on Government Procurement (GPA) of the World Trade Organization.

i. Threshold amount: (Entity to tick one at time of tender; if none are ticked then default to option A)

Option A: Open to interested suppliers in accordance with the threshold amount of the GPA positive list that this nation has committed to, though the higher threshold amount applies if the threshold amount of the signatory nation is higher than that of this nation.

Option B: Open to interested suppliers in accordance with the threshold amount of the GPA positive list that this nation has committed to.

ii. Services and Engineering services: (Entity to tick one at time of tender; if none are ticked then default to option A)

Option A: Open to interested suppliers in accordance with the GPA positive list for services and engineering services that this nation has committed to, but only to signatory

nations that have also opened up the same services.

- Option B: Open to interested suppliers in accordance with the GPA positive list for services and engineering services that this nation has committed to.
- Agreement between New Zealand and the Separate Customs Territory of Taiwan, Penghu, Kinmen, and Matsu on Economic Cooperation (ANZTEC).
- Agreement between Singapore and the Separate Customs Territory of Taiwan, Penghu, Kinmen and Matsu on Economic Partnership (ASTEP).
- Others (please specify):

Suppliers from countries which have no treaty or agreement with this nation:

- May not participate in the tender.
- Suppliers from the following nations may participate in the tender:
 - i. Name of country or region: _____ (Must be on list to participate)
 - ii. Whether suppliers from Mainland China are allowed to participate: (No if not ticked; if yes, must conform with the regulations governing cross-strait importation and trade)
 - Yes
 - No
 - iii. Apply the following differential treatment (multiple choices allowed):
 - The measures prescribed in Article 43, Paragraph 1 of the Act (the items and their weights in the evaluation shall be specified in the tender documentation):
 - The measures prescribed in Article 43, Paragraph 2 of the Act:
 - The measures prescribed in Article 17, Paragraph 2 of the Act:

(2) Foreign suppliers where treaties or agreement signed by this nation are not applicable:

- May not participate in the tender. The place of origin for property or labor provided by a supplier from this nation must be this nation.
- May not participate in the tender. The place of origin for property or

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labor provided by a supplier from this nation may be the following foreign nations:

- i. Name of country or region: _____ (Must be on list to be allowed)
- ii. Whether the subject may be supplied from Mainland China: (No if not ticked; if yes, must conform with the regulations governing cross-strait importation and trade)
 Yes
 No

Suppliers from the following nations may participate in the tender:

- i. Name of country or region: _____ (Must be on list to be allowed)
- ii. Whether suppliers from Mainland China are allowed to participate: (No if not ticked; if yes, must conform with the regulations governing cross-strait importation and trade)
 Yes
 No
- iii. Apply the following differential treatment (multiple choices allowed):
 The measures prescribed in Article 43, Paragraph 1 of the Act (the items and their weights in the evaluation shall be specified in the tender documentation):
 The measures prescribed in Article 43, Paragraph 2 of the Act:
 The measures prescribed in Article 17, Paragraph 2 of the Act:

17. This procurement:

- (1) Is a turn-key tender pursuant to Article 24 of the Act.
 (2) Is not a turn-key tender.

18. This procurement:

- (1) Allows for joint tendering pursuant to Article 25 of the Act (template of joint tender agreement is included in the tender documentation); Maximum number of suppliers is 2 suppliers; 3 suppliers; 4 suppliers; 5 suppliers.
 (2) Does not allow joint tendering.

19. Suppliers may use electronic devices to transmit tenders before the deadline; the electronic data thus provided shall be deemed to be the same

as formal written documentation and no additional printed documentation is required. The facsimile number/e-mail address for receiving tenders is (optional if not allowed):

20. Where a supplier has questions about the contents of the tender documentation, the deadline for the suppliers to raise questions to the Entity in writing shall be: one quarter of the tender period starting from the date of the notice being published or the invitation to tender. Segments of less than one day shall be counted as one day
21. The deadline for the Entity to issue a written reply to questions raised by the suppliers as mentioned in the preceding Article shall be: one day before the deadline for submission of tenders.
22. Upon bidding documents arriving Entity by post or delivery, except other regulations on tender documents, tenderer is not allowed for any reason to request for return, invalidation, annulment, amendment to his bidding documents. Tenderer is not allowed to provide supplement any non-essential parts of the contract in accordance to Article 33, Paragraph 3 of the Act and its enforcement rules.
23. Pursuant to Article 35 of the Act, this procurement:
 - (1) Allows a supplier to submit alternatives to shorten construction period, achieve cost savings, or increase efficiency, provided that the original functional requirements are not impaired (please specify the allowable items):
 - (2) Does not allow for the suggestion of alternatives.
24. The validity period of the tender documentation: From the start of tender to 90 days after the opening of the tender. If the Entity is unable to award the tender within the aforementioned period of validity, the supplier may be requested to extend the validity of the tender if necessary.
25. The number of copies of the tender to be submitted by the supplier:
 - (1) One sets.
 - (2) Two sets.
 - (3) Three sets.
 - (4) Four sets.
 - (5) Six sets.
 - (6) Other (as prescribed by the Entity): One(1) set of the supplier certificate documentation, eight(8) sets of the proposal)
26. Language of the tender:

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- (1) Chinese (regular script).
- (2) English.
- (3) Chinese (regular script), but pictures or text for special techniques or materials may be in English.
27. Time of tender opening (optional if public tender opening is not required by the Act): As tender notice.
28. Location of tender opening (optional if public tender opening not required by the Act): Taiwan Tourism Bureau New York Office
29. The number of representatives from each tenderer that may be present at the opening of the tender (not applicable where public tender opening is not required pursuant to the Act or the number of tenderer representatives is not restricted): 2 people
30. Tenderers shall follow the bidding time and place set forth in the public notice (no further notice will be given by the Entity) with the person-in-charge or the authorized person (must complete an original authorization form) bearing documentation of identification and show to Entity upon request, to participate in the opening of the tender.
31. English is the prevailing language and text used at the opening of tender. Tenderers (including foreign suppliers) may employ translators as needed to accompany them for translation
32. Upon reviewing tender documents submitted by a supplier, should the content to be ambiguous, inconsistent or with obvious typos or written errors, Entity must notify said tenderer for explanation, so as to clarify the correct content. Tenderer with obvious typo or written error that is irrelevant to the bid price is allowed to make corrections.
33. At the tender opening time set forth in the public notice, tenderers should send personnel to the designated opening place as in the public notice, in preparation pursuant to Articles 51, 53, 54 and 57 of the Act to offer explanation, price reduction, compete for price reduction, negotiation, amend the original content or to give a new price. Should a supplier's person-in-charge or the authorized person was not present hence unable to complete aforementioned procedures in accordance to emcee's tender-opening specifications, this will be regarded as waiving to explain, (priority or competition) for price reduction, or other essential matters. However should a tenderer waives to offer explanation, price reduction, compete for price reduction, negotiation, amend the original content, or to give a new price, but by doing so does not affect said tenderer's status as a qualified supplier in accordance to the tender document, said tenderer

remains an awarding candidate.

34. Basis for not opening the tender in public pursuant to the Act:

- (1) For establishing a list of qualified suppliers for selective tendering in accordance with Article 21 of the Act.
- (2) Where it is a multi-step tender opening pursuant to Article 42 of the Act, and the time and place for subsequent tender openings cannot be known in advance.
- (3) Pursuant to Article 57, Paragraph 1 of the Act.
- (4) Pursuant to Article 104, Paragraph 1, sub-paragraph 2 of the Act.
- (5) Other circumstances as prescribed by the responsible entity:
_____ (please indicate the number of the approval letter):

35. Tender opening for this procurement shall be:

- (1) In one step. All tender documents shall be sealed in one envelope. Different document types do not have to be sealed in separate envelopes.
- (2) In multiple steps (please tick): Tenderer shall seal its tender document for each step different envelopes and mark them as qualification tender, specifications tender or price tender:
 - Open tender with the qualifications, specifications and price submitted in one step but opened over multiple steps.
 - Open tender with the qualifications and specifications submitted in one step and opened over multiple steps. Suppliers that satisfy the tender documentation rules will then invited to submit their price tender.
 - Selective tender with suppliers invited to submit their qualification, specifications and price tenders separately for opening over multiple steps.
 - Open tender with the qualified suppliers invited to submit their qualifications, specifications and price submitted in one step for opening over multiple steps.

36. The supplier who submitted a tender document that is found to contain one of the followings at tender opening and evaluation, pursuant to Article 50, Paragraph 1, sub-paragraph 2 of of the Act that is ruled non-conforming to tender document regulations, shall not be awarded. However this does not apply if the Entity can achieve clarification in accordance with No. 32 of this tender instruction.

- (1) Where the bid bond is not deposited as required, not paid on time, or deposit in the form of an irrevocable standby letter of credit issued or confirmed by a bank, bank's written joint and several

guarantee or insurer's insurance policy of joint and several guarantee, or the validity period of such instruments does not meet the requirement. Where suppliers express to have paid by TT to the Entity's account of a financial institution or deposited with the Entity's cashier, but is confirmed after verification to not having done so.

- (2) Where the bid bond is less than the amount prescribed, or the bid bond is made by a supplier or person-in-charge who's name does not conform to the name on the tender document
- (3) Where a bid bond is deposited in the form of a financial institution's promissory note, check, or certified check, the payee on such instruments does not match the name of the Entity. Where the payee is not designated, the bearer entity shall be the payee. This does not apply where Entity proceed to fill-in the full name of the entity. The deposited bid bond shall be deemed valid.
- (4) Where tenderers did not submit qualification documents or the documents do not confirm to the requirement.
- (5) Where tenderers did not submit Statement of Tenderer, or did not properly fill-out Items 1-10 of the Statement of Tenderer, or responded "Yes" to more than 1 of the items, or where tenderers responded "Yes" or did not respond to Item 13 "procurements with sensitive or national security (including the information security)" as prescribed and published by the Investment Commission of Ministry of Economic Affairs. Or where tenderers did not affix the supplier and person-in-charge's seal, or did not sign.
- (6) Price List of the Tender
 - (6-1) Use pencil or other easily amendable tools to write
 - (6-2) Alter the original content set by the Entity
 - (6-3) Did not affix the seal or signature of supplier or person-in-charge on areas where changes were made.
 - (6-4) Where the bid price exceeds the budget amount as set in the public notice of the Entity.
 - (6-5) Blurred writing or printing, difficult to decipher.
 - (6-6) Partial words missing due to damages
 - (6-7) Where the seal or signature of the supplier or person-in-charge is missing, or the seal stamp or signature affixed is illegible.
 - (6-8) Situations where the bidding price is unable to be identified.
 - (6-9) Where the time-limit of the bid document is upon expiry, and tenderers disagree to extend.

(7) Where sub-contractors shall be named in accordance to bid document regulations, the sub-contractors mentioned in bid document submitted by the tenderers, whose names have been published pursuant to the Article 103, Paragraph, 1 of the Procurement Act, are prohibited from participating in tendering, or being awarded, or sub-contracted.

37. The amount of the bid bond, deposit and refund (The sum of the bid bond shall not, in principle, exceed 5% of the budget amount or the estimated total procurement value, and must not exceed 50 million New Taiwan Dollars):

A fixed sum: New Taiwan Dollars _____.

A fixed proportion of the tender price: _____%

(1) Where procurement is carried out under multiple awards on an itemized basis, a tenderer may deposit a bid bond for its tendering items either separately or jointly. Where the deposit of bid bonds is made jointly, the amount shall be the sum of the respective bid bonds for each tendering item.

(2) Bid bond may be paid in any one or more of the following forms:

(2-1) Cash

(2-2) A financial institution's promissory note, check, or certified check.

(2-3) Postal money order.

(2-4) A bearer's debt instrument issued by this nation's government entities or government-owned enterprises.

(2-5) Financial institution's certificate of deposit pledged to the procuring entity.

(2-6) Irrevocable standby letter of credit confirmed or issued by a bank.

(2-7) Bank's written joint and several guarantee.

(2-8) Insurance institution's written joint and several guarantee.

(3) Where the bid bond is deposited by tenderers in the form of promissory note, check or certified check issued by a financial institution, or postal money order, such instruments shall be made on demand and payable to Tourism Bureau M.O.T.C. Where the bid bond is deposited in the form of certificate of deposit pledged to the Entity, irrevocable stand-by letter of credit issued or confirmed by a bank, or bank guarantee or insurance policy under which the bank or insurer shares the liability with the tenderer jointly and severally, the entity shall be named as the

pledgee, beneficiary, guarantee beneficiary or insured, as the case may be. The formats shall be as prescribed by the responsible entity of the Act.

- (4) Where a supplier deposits a bid bond in the form of an irrevocable standby letter of credit issued or confirmed by a bank, bank's written joint and several guarantee or insurer's insurance policy of joint and several guarantee, unless otherwise prescribed by the tender documentation, the validity period of such instruments shall be 30 days longer than that of the price offer set out in the tender documentation. Where a supplier extends the validity period of the offered price, the validity period of the bid bond deposited by the supplier shall be extended accordingly.
- (5) Where tenderers pay the bid bond in cash, proceed to Entity's cashier to make deposit (9F, 290 Zhongxiao East Road Section 4, Daan District, Taipei City) or TT to Bank of Taiwan-Dunhua Branch, Tourism Development Fund, Taiwan Tourism Bureau, 401 designated account, A/C# 106036070029. Attach the payment receipt as part of bid document to participate in the tender, or submit said receipt to the Entity at the time of inquiry.
- (6) Where the bid bond is deposited by tenderers in the form of promissory note, check or certified check issued by a financial institution, postal money order, or a bearer's debt instrument issued by this nation's government entities, attach such instrument as part of the bid document to participate in the tender.
- (7) Where the bid bonds paid by unsuccessful tenderers either by deposit or TT to the account of the Entity, after Entity verified the bid bonds have credited into its account, and reviewed related information including the attached receipt, shall be returned or refunded in accordance to the accounting procedure without interest.
- (8) The bid bond of the winning tenderer in addition to being transferred into a performance bond, after the performance bond is deposited, shall return the bid bond receipt, for the Entity to remit the bid bond into the winning tenderer's designated account; where the deposit was made by a bearer's debt instrument issued by this nation's government entities, the receipt as well as identification documentations must be shown to the Entity's cashier for the original bid bond to be refunded.
- (9) The bid bonds deposited by unsuccessful tenderers in the form of

promissory note, check or certified check issued by a financial institution, postal money order, or a bearer's debt instrument issued by this nation's government entities, upon the Entity affixed entity seal, and the supplier produced identification documents, shall be refunded or returned immediately after signing the relevant documents of the Entity.

(10)Supplementary Provisions:

(10-1)Certificate of deposit pledged to the Entity

a. Deposit: where tenderers holding a blank certificate of deposit pledge application form issued by a financial institution that is registered and approved by National Competent Authorities for Business Objective, apply with the Entity for it to stamp on said application form. Upon the Entity has chopped its seal, bring said application form to the issuing financial institution of the certificate of deposit to set pledge. When the pledge has been set, place the certificate of deposit, and the pledge reply of certificate of deposit together with the bid document and post (deliver) to the Entity. The tenderer assumes all responsibilities if the above was not completed in a timely matter and bidding was affected.

b. Return: the certificate of deposit and the pledge reply of certificate of deposit of unsuccessful tenderers may be collected by the supplier holding receipt and identification documents from the Entity's cashier, and for the Entity to issue a notice for termination of pledge. The certificate of deposit and the pledge reply of certificate of deposit of the successful tenderer in addition to being transferred into a performance bond, shall be returned after the performance bond is deposited, and for the Entity to issue a notice for termination of pledge.

(10-2)An irrevocable standby letter of credit issued by a bank registered for business within this nation:

a. Deposit: tenderers shall apply with a bank for an irrevocable standby letter of credit, and place the letter of credit, a blank money order, and money order acceptance application, together with the bid document and post (deliver) to the Entity.

b. Return: the irrevocable standby letter of credit, blank money

order, and money order acceptance application of unsuccessful tenderers may be collected by the supplier holding receipt and identification documents from the Entity's cashier. Where the above were part of the bid document, they may be returned immediately after signing the relevant documents of the Entity. Successful tenderer may not revoke the letter of credit, blank money order and the money order acceptance application. Upon the performance bond is deposited, the Entity shall return the irrevocable standby letter of credit to the supplier.

(10-3) An irrevocable standby letter of credit issued by a foreign bank not approved by this nation's government and not registered for business within this nation, and confirmed by a bank (branches inclusive) registered for business within this nation:

a. Deposit: Entity shall be named as the beneficiary. Tenderers shall assume all responsibility and to ensure all the processes between the issuing bank and the confirming bank are complete, also the confirming bank shall post (deliver) the irrevocable standby letter of credit to the Entity before the deadline (inside and outside of the parcel shall clearly state the tender project's name, the tenderer's name, amount of bid bond, the name of the issuing bank and the name of the confirming bank).

b. Return: in accordance to the procedure unsuccessful tenderers shall return the irrevocable standby letter of credit to the confirming bank. The irrevocable standby letter of credit of the successful tenderer shall be returned to the confirming bank by the Entity in accordance to the procedure after the performance bond has been deposited.

(10-4) Bank's written joint and several guarantee

a. Deposit: Tenderers shall apply with bank to arrange for a written joint and several guarantee. Such a guarantee shall be signed by the bank's person-in-charge or a representative, stamped with the bank's seal or the manager's title chop, then be part of the bid document post (deliver) to the Entity.

b. Return: The Entity shall return the written joint and several guarantee of unsuccessful tenderers', and notify the bank to

terminate its responsibility of guarantee. The written joint and several guarantee of successful tenderer shall be returned to the supplier after the performance bond has been deposited, also to notify the bank to terminate its responsibility of guarantee.

(10-5) Insurance policy under which the insurer shares the liability:

a. Deposit: After tenderers enter an insurance policy under which the insurer shares the liability with the tenderer, said insurance policy shall be part of the bid document post (deliver) to the Entity.

b. Return: The Entity shall return the insurance policy under which the insurer shares the liability with the tenderer to unsuccessful tenderers', and notify the insurance institution to terminate its responsibility of liability. The insurance policy under which the insurer shares the liability with the tenderer of the successful tenderer shall be returned to the supplier after the performance bond has been deposited, also to notify the insurance institution to terminate its responsibility of liability.

38. For suppliers who submit tenders electronically, the bid bond is reduced by: _____ (optional)

39. Where the successful tenderer is a supplier with a record of outstanding performance, the amount of the warranty bond may be reduced by (optional):

Where the successful tenderer is a globalized supplier as defined in Article 33-6 of the Regulations for Bid Bond, Guarantee Bond and Other Guarantees, the amount of the warranty bond may be reduced by (optional):

Where the successful tenderer is an outstanding construction businesses as defined in Article 51 of the Construction Industry Act participating in an engineering service procurement project classified as repair works by the Construction Industry Act, the amount of the warranty bond may be reduced. The reduced amount does not count towards the total reductions under the two preceding sub-paragraphs (optional, though at least one incentive should be chosen out of bid bond, construction bond or construction retention bond):

40. Where the tenderer is a globalized supplier as defined in Article 33-6 of the Regulations for Bid Bond, Guarantee Bond and Other Guarantees, the

amount of the bid bond may be reduced (optional): _____

- (1) When conducting a procurement not covered by a treaty or agreement, for global suppliers, the amount of bid bond to be deposited by such suppliers may be reduced. The maximum amount of reduction shall be limited to 30% of the total amount that has to be deposited originally. This does not count towards the reduction amount for outstanding suppliers. This provision shall not be retroactive to any supplier that attains the aforesaid status after depositing the bonds. Where the incentive period ends before the expiry of a bond, the reduced amount needs not be deposited.
 - (2) The globalized supplier referred to in the preceding paragraph means any local supplier whose overseas contract value accumulated is not less than the threshold for the central government entities of this nation under the Agreement on Government Procurement (GPA) of the World Trade Organization (WTO), and the contract value has been ratified by the relevant central competent authorities and published in a database designated by the responsible entity in one year after the award of contract, and that the incentive period is still valid. The incentive period shall be one year commencing from the publishing date of the information to which the supplier is listed in the database as a globalized supplier.
41. Payment deadline for bid bond: Prior to the deadline for submission of tender, paid by the tenderer with original payment certificate (not applicable if bid bond is not required)
42. Reason for waiving of bid bond:
- (1) Procurement of services.
 - (2) Procurement of construction work/property not reaching the threshold for publication.
 - (3) Sole-source supplier.
 - (4) There is no need or possibility of a bid bond due to prevailing market practices or the nature of procurement.
43. Where one of the following circumstances occurs on tenderer or procurement, the bid bond deposited by relevant suppliers shall be released. Where the deposit of bid bonds is made jointly, the amount shall be the sum of the respective bid bonds for each tendering item.
- (1) An unsuccessful supplier.

- (2) Where tender opening cannot proceed due to less than three participating tenderers.
 - (3) Where the entity declares to nullify procurement, or to cancel tender opening and awarding of contract for a certain reason.
 - (4) Where a supplier's tender has been determined as not meeting the tendering requirements or bearing no possibility of being awarded a contract, and the bid bond is released ahead of time upon the request of the supplier.
 - (5) Where the validity period of the supplier's price offer has expired and that an extension has been refused.
 - (6) Where a supplier fails to deposit the bid bond in time, or does not submit a tender after depositing the bid bond, or fails to submit a tender in time.
 - (7) For procurement in which contract has been awarded and the successful supplier has deposited a guarantee bond as required.
44. Amount of performance bond (not applicable if not required): Fixed amount: _____; Fixed percentage of the contract price: _____%.
- Where a tenderer deposits a performance bond in the form of a bank's written joint and several guarantee or an irrevocable standby letter of credit issued or confirmed by a bank, this may be accepted by the Entity after reviewing the bank's credit and records of past performance in fulfilling its liability on performance bond. The above shall also apply where a bid bond is converted into the performance bond by suppliers.
45. Where the successful tenderer submits a joint and several guarantee for performance and compensation provided by another supplier, the amount of performance bond may be reduced by (optional):
46. Where the successful tenderer is a supplier with a record of outstanding performance, the amount of the performance bond may be reduced by (optional):
- Where the successful tenderer is a globalized supplier as defined in Article 33-6 of the Regulations for Bid Bond, Guarantee Bond and Other Guarantees, the amount of the performance bond may be reduced by (optional):
- Where the successful tenderer is an outstanding construction businesses as defined in Article 51 of the Construction Industry Act participating in an engineering service procurement project classified as repair works by the Construction Industry Act, the amount of the performance bond may be

reduced. The reduced amount does not count towards the total reductions under the two preceding sub-paragraphs (optional, though at least one incentive should be chosen out of bid bond, construction bond or construction retention bond):

47. Validity of the performance bond (not applicable if no performance bond is required):

- (1) Where the guarantee bond is paid by tenderers in the form of a negotiable instrument issued by a financial institution, or a postal money order, such instrument shall be payable on demand
- (2) Where the guarantee bond is paid by tenderers in the form of irrevocable stand-by letter of credit issued or confirmed by a bank, or financial institution guarantee or insurance policy under which the financial institution or insurer shares the liability with the tenderer, excluding otherwise stipulated, the validity period of such instrument shall be 90 calendar days longer than the performance time-limit prescribed in the contract.
- (3) Where a supplier fails to perform the contract within the time-limit prescribed in the contract, or that inspection and acceptance may not be accomplished within the validity period referred to in the preceding paragraph due to causes attributable to the supplier, the validity of the refund bond for advance payment shall be extended according to the duration of such delay. Where a supplier does not arrange for extension as prescribed by this Entity' s notice, this Entity shall receive and keep said performance bond prior to the expiration of validity period temporarily. Fees incurred from said performance bond are the responsibility of the supplier. Upon this Entity' s notification, after deducting necessary damage compensation and feeds, the remainder of said performance bond shall be released to the supplier.

48. Payment deadline of the performance bond (not applicable if no performance bond is required):

- (1) Time-limit for tenderers to make payment is within 10 days after tender award letter (15 days for procurement over the threshold).
- (2) Where the contract is being suspended, a performance bond shall be deposited again when the cause for the suspension has been eliminated. Time-limit for payment is within 10 days after commencement letter from this Entity (15 days for procurement over the threshold).

49. Reason for waiving of performance bond:

(1) Procurement of services.

(2) Procurement of construction work/property not reaching the threshold for publication.

(3) There is no need or possibility of a performance bond due to prevailing market practices or the nature of procurement.

50. Amount of warranty bond (not applicable if not required):

51. Validity of the warranty bond (not applicable if no performance bond is required):

(1) Where the guarantee bond is paid by tenderers in the form of a negotiable instrument issued by a financial institution, or a postal money order, such instrument shall be payable on demand.

(2) Where the guarantee bond is paid by tenderers in the form of irrevocable stand-by letter of credit issued or confirmed by a bank, or financial institution guarantee or insurance policy under which the financial institution or insurer shares the liability with the tenderer, excluding otherwise stipulated, the validity period of such instrument shall be 90 calendar days longer than the performance time-limit prescribed in the contract.

52. Payment deadline of the warranty bond (not applicable if no performance bond is required):

Tenderers prescribe in the tender documentation to deposit a warranty bond, before being paid for the subject matter of the contract being performed upon passing the inspection and acceptance. Where the warranty period is commenced in stages, the bond may also be deposited in stages.

53. Where the successful tenderer submits a joint and several guarantee for performance and compensation provided by another supplier, the amount of warranty bond may be reduced by (optional):

54. Where the successful tenderer is a supplier with a record of outstanding performance, the amount of the warranty bond may be reduced by (optional):

Where the successful tenderer is a globalized supplier as defined in Article 33-6 of the Regulations for Bid Bond, Guarantee Bond and Other Guarantees, the amount of the warranty bond may be reduced by (optional):

Where the successful tenderer is an outstanding construction businesses as defined in Article 51 of the Construction Industry Act participating in an engineering service procurement project classified as repair works by the Construction Industry Act, the amount of the warranty bond may be reduced. The reduced amount does not count towards the total reductions under the two preceding sub-paragraphs (optional, though at least one incentive should be chosen out of bid bond, construction bond or construction retention bond):

55. Amount of refund bond for advance payment (not applicable if not required):
56. Validity of refund bond for advance payment (not applicable if not required):
 - (1) Where the guarantee bond is paid by tenderers in the form of a negotiable instrument issued by a financial institution, or a postal money order, such instrument shall be payable on demand.
 - (2) Where the guarantee bond is paid by tenderers in the form of irrevocable stand-by letter of credit issued or confirmed by a bank, or financial institution guarantee or insurance policy under which the financial institution or insurer shares the liability with the tenderer, excluding otherwise stipulated, the validity period of such instrument shall be 90 calendar days longer than the performance time-limit prescribed in the contract.
 - (3) Where a supplier fails to perform the contract within the time-limit prescribed in the contract, or that inspection and acceptance may not be accomplished within the validity period referred to in the preceding paragraph due to causes attributable to the supplier, the validity of the refund bond for advance payment shall be extended according to the duration of such delay °
57. Payment deadline of refund bond for advance payment (not applicable if not required):
58. The place or the designated account held by the financial institution for receiving all guarantee bonds paid by cash (not applicable where no guarantee bond is required):

Proceed to Entity' s cashier to pay the deposit (9F, 290 Zhongxiao East Road Section 4, Daan District, Taipei City) or TT to Bank of Taiwan-Dunhua Branch, Tourism Development Fund, Taiwan Tourism Bureau, 401 designated account, A/C# 106036070029.
59. The bid bond and guarantee bond shall be deposited by tenderers in the form of

cash, promissory note, check or certified check issued by a financial institution, postal money order, bearer's government bond, certificate of deposit pledged to the Entity, irrevocable stand-by letter of credit issued or confirmed by a bank, or bank guarantee or insurance policy under which the bank or insurer shares the liability with the tenderer jointly and severally, in accordance with the formats prescribed by the "Regulations for Bid Bond, Guarantee Bond and Other Guarantees

60. Where the tenderer is involved in one of the following situations, their bid bond shall not be refunded or returned, and the refunded or returned bid bond shall be recovered (not applicable where bid bond is not required):

- (1) Forged or altered documents were used to tender.
- (2) The tenderer borrowed the name or certificate of another party to submit the tender.
- (3) The tenderer assumed the name or certificate of another party to submit the tender.
- (4) The tenderer withdrew its bid before expiration of the bid.
- (5) The successful tenderer refused to be awarded or refused to sign the contract after tender opening
- (6) The successful tenderer failed to pay the performance bond in full or provide sufficient collateral within the specified time after tender opening.
- (7) Bid bond converted to performance bond.
- (8) Those that are determined by the responsible entity as having engaged in illegal behavior affecting the fairness of the procurement

Note: Situations that have been prescribed the responsible entity are as follow (Gong-Cheng Yuan-Chi Letter No. 10400225210 issued by the Public Construction Commission of the Executive Yuan dated July 17, 2015):

1. "Those that engaged in illegal behavior sufficient to affect the fairness of the procurement" pursuant to Article 48, Paragraph 1, sub-paragraph 2 of the Act.
2. Any situation prescribed in Article 50, Paragraph 1, sub-paragraphs 3 to 5 of the Act.
3. The supplier allows another party to borrow their name or certification to participate in the tender.
4. The supplier or its representative, agent, employee or any other staff found to engaged in actions that constitute

Article 87 of the Act.

5. The supplier or its representative, agent, employee or any other staff suggests, promises or pays bribes or other improper benefits to public officials over matters relating to any part of the procurement process.
61. Pursuant to the “Regulations for Bid Bond, Guarantee Bond and Other Guarantee” in relation to the reduced bid bond, where there is a circumstance that a bid bond shall not be released, the supplier shall make a supplemental deposit that equals the reduced portion of the unreleased amount. The same applies where the outstanding supplier or globalized supplier qualifications were revoked by the responsible entity, or the central entity responsible of the relevant industries, or being published in the government procurement gazette by the relevant entities in accordance with Article 102, Paragraph 3 of the Act, and is still within the period prescribed by Article 103, Paragraph 1, of the Act.
62. This procurement:
- (1) Has a government estimate but it is not announced.
 - (2) Has a published government estimate. The government estimate is: \$ _____.
 - (3) Reason for not setting a government estimate: Special or complicated procurement where a government estimate is difficult to set; contract is to be awarded on a most advantageous basis; small procurement.
63. The principle of awarding contract and related requirements is:
- The lowest tender (for the procurement which is not conducted pursuant to the paragraph 2 of Article 64 of the Enforcement Rules of the Act)
 - (1) Except other regulations on tender documents, the total price in European numerals on the Price List shall prevail as the bidding price. Where after evaluation the lowest tenderer within the government estimate that matches the requirements in accordance to the bid document, and without the “if the total or a part of the offered price is so low that it evidently appears to be unreasonable, and the quality of performance is likely to be impaired or the contract is not likely to be performed in good faith, or there is any other extraordinary situations” as prescribed in Article 58 of the Act, shall be the successful tenderer.
 - (2) Where all the tenders which meet the requirements set forth in the tender

document, exceed the government estimate, with except for the suppliers who were deemed waiving their rights in accordance to No. 33 prior to price reduction or price competition, the Entity may request the lowest tenderer for price reduction once; If the reduced price still exceeds the government estimate, the entity may request all tenderers whose tenders meet the requirements set forth in the tender document to reduce their prices and then make a comparison. Such price reduction and comparison shall not be more than three times. Where after price reduction or price competition the result is still within the set government estimate, with except to the lowest tenderer's offered price so low that it evidently appears to be unreasonable, the lowest tenderer shall be awarded the contract immediately

- (3) Where the lowest tenderer has priority to reduce price, the amount reduced shall be in writing. Where the price is expressed in writing to be reduced to the government estimate, the priority price reduction shall be deemed invalid, and all the tenders which meet the requirements set forth in the tender document (including the lowest tenderer) shall reduce their prices and then make a comparison. During price reduction, should there be two or more tenderers continue to compete, the reduced amounts shall be in writing. Where the price is expressed in writing to be the government estimate, this shall be deemed as waiving the right to said price reduction, and the price reduced by said tenderer shall be deemed invalid.
- (4) Where only one tenderer remains continue reducing price during price reduction, said tenderer expresses in writing the amount reduced is at the government estimate, or is a sum reduced to below the government estimate, the Entity shall accept and award the contract to said tenderer.
- (5) When only one tenderer has met the requirements set forth in the tender document, or is under negotiation, should the tender price exceeded the government estimate, then said tenderer may be requested to further reduce the price. Where the tenderer requested to reduce price reduced the price to the government estimate in writing, or reduced the price to below the government estimate, the Entity shall accept and award the contract to said tenderer.
- (6) When a contract is to be awarded to the lowest tenderer and the tender prices of more than 2 tenderers are the same, and all are eligible to be awarded the contract, and price reduction and comparison has not been

performed for more than three times, then another round of price reduction shall be requested, and award the contract to the lowest tenderer. If the prices remain the same after such price reduction, then the contract award will be made by the emcee drawing the bid documents' serial numbers.

- (7) Excluding the situation as in (4) and (5) of this clause, where the price has been reduced to the government estimate or below, tenderers shall put the reduced tender prices in writing in Chinese numerals.
- (8) Emcee shall make known the price reduction outcome of the lowest tenderer before the first price competition, and make known the lowest price in the previous competition, before starting the 2nd or 3rd price competition. Tenderers participating in the price competition who are unable to reduce their prices to below the lowest price of the previous reduction or competition, which was made known by the emcee, or are in the situation as in No.34 and deemed to be waiving the rights, they shall not be notified by the Entity to participate in the next price competition.
- (9) Contract awarded to price exceeded government estimate:
Where the procurement has a government estimate, if, after price competition and comparison, the lowest tender still exceeds the government estimate but not over the budget amount, and the entity needs to award the contract for emergency, then the award of contract shall follow the procedure below:
 - (9-1) Exceed the government estimate by 8%: Entity shall immediately declare to nullify the procurement
 - (9-2) Does not exceed government estimate by 8%: may be awarded with reservation to the lowest bid on-site. The contract may be awarded subject to the approval of person who has approved the government estimate or the authorized personnel of such person.
 - (9-3) For procurement over the threshold for supervision, if the lowest bid exceeds the set government estimate, the Entity shall immediately declare to nullify the procurement.
- (10) Handling when offered price is so low and it evidently appears to be unreasonable: (in accordance to Article 58 of the Act, where the total bid price is less than 80% of the government estimate case procedure)

- (10-1) Definition of low offered price is handled in accordance to the Articles 79 and 80 of the enforcement rules of the Act.
- (10-2) Where the outcome of tender opening evaluation shows only 1 tenderer is eligible to be awarded the contract, and said tenderer's total offered price is so low and it appears to be unreasonable, it shall be handled in accordance to Article 58 of the Act.
- (10-3) Where the total bid price is less than 80% of the government estimate, the Entity shall follow the "Settlement of the Low Tenders in Article 58 of The Government Procurement Act" regulations set by the responsible entity.
- (11) Where the Entity declares not to award the contract to the lowest tenderer in accordance to this procedure, it shall be handled as below depending on the situation:
 - (11-1) Tenderer with the second lowest price that does not exceed the government estimate: the second lowest tenderer becomes the lowest tenderer. If said offered price is still so low, then the procedure in this clause will be followed.
 - (11-2) Where the tender price offered by the second lowest tenderer exceeds the government estimate: the Entity may handle in accordance to the regulations of Article 53 of the Act meeting the requirements set forth in the tender document, and request for price reduction, price competition or re-start bidding process.
- (Apply mutatis mutandis) Most advantageous tender (Pursuant to Article 22, Paragraph 1, sub-paragraphs 9, 10 or 11 of the Act).
 - (1) Pursuant to Article 22, Paragraph 1, sub-paragraphs 9, 10 and 11 of the Act, the open selection of winning tenderer by selective tendering procedures, and limited tendering procedures, suppliers are invited for tendering by the Entity.
 - (2) After conducting qualification evaluations, the Entity will notify invited and selected suppliers of the procurement evaluation meeting's date, time and location. Notices will be send by telephone, facsimile or in writing should businesses are closed where the Entity is located. If on the day of evaluation meeting, the attendance number of Procurement Evaluation Committee members less than half of the total members, or those in attendance need to rescue themselves causing the

attendance number to be less than half; or for reasons of natural disaster, catastrophe, or other forces majeure before (during) the evaluation meeting, which cause the evaluation meeting to be suspended or suppliers unable to attend, the convener or chairman shall adjourn the procurement evaluation meeting on-site, and select another date, time and location for evaluation.

- (3) This procurement shall set up a procurement evaluation committee in accordance to the "Regulations Governing the Organization of Procurement Evaluation Committee", and proceed the evaluation pursuant to the "Regulations for Review by Procurement Evaluation Committee", "Regulations for Selection and Fee Calculation of Professional Services Providers Entrusted by Entities", "Regulations for Selection and Fee Calculation of Technical Services Providers Entrusted by Entities", "Regulations for Selection and Fee Calculation in Relation to Design Contest Held by Entities", "Regulations for Procurement of Real Property in Designated Areas by Entities", and the Apply mutatis mutandis "Regulations for Evaluation of the Most Advantageous Tender"
- (4) The Service Recommendation Plan and the included contents shall meet the service scope and proposed items set forth in the bid document regulations of this procurement, and shall become contract attachments after the contract is awarded.
- (5) Where the copies of Service Recommendation Plans are insufficient, the Entity may use black-and-white photocopies to make up needed copies. Tenderers take full responsibility for the scores they receive from the evaluation members, should they be affected by the quality of the photocopies. The cover of the Service Recommendation Plan shall include the tender name of this procurement, name of the tenderer, name of the contact person and telephone. Where the tenderer did not disclose the aforementioned items, the Entity may contact the supplier for clarification or amendment.
- (6) The layout of the Service Recommendation Plan shall be horizontal, from top down. A4 paper size, double printed in principle. Drawings shall be in A3 paper size (insert folds shall be in A4), not to exceed ___ pages in sequential page numbers (unlimited pages of Service Recommendation Plan if not otherwise specified). A4 vertical left bind, with the first page listing the table of contents and pages of each

chapters and attachments. Suppliers must also provide electronic copies of their Service Recommendation Plan, formats.doc or .docx. or PDF are suggested, so as to facilitate the Entity to review.

- (7) Where the Service Recommendation Plan does not conform to regulation, the Working Group shall detail the non-conformity in its preliminary review. The evaluation committee members may deduct scores from "Presentation and Q&A" depending on the non-conformity, however deductions may not exceed the total score "Presentation and Q&A" received.
- (8) The order of presentation shall be determined by the order the tender document is received. The presentation must be conducted by the implementation team of this procurement, with 2 presenters from the supplier to participate (unlimited number if not otherwise specified). If the tenderer who is supposed to conduct a presentation at scheduled time fails to attend after three roll calls by the Entity, (including those who are late), it is deemed to have waived the rights to present and Q&A. The tenderer shall receive zero points for the item of "Presentation and Q&A" in the scoring form.
- (9) The presentation is limited to 20 minutes, and will be forced to stop if the allotted time is over. Workers from the Entity will press a buzzer at minute 18 as warning, and press the buzzer at minute 20 to terminate the presentation. This procurement applies a round of question-asking and a round of answer-giving, where the evaluation committee members will ask all the questions they have in 1 round and the tenderer to answer all the questions in turn. The time allowed for this is no more than 10 minutes. Workers from the Entity will press a buzzer at minute 8 as warning, and press the buzzer at minute 10 to terminate the Q&A.
- (10) Where tenderers proceed in accordance to the bid document regulations, they should limit their presentation to the content of their bid documents, and may not use the presentation to amend or supplement the content of their bid documents. When answering to the queries by committee members, the response shall be pertinent to the item of evaluation.
- (11) All other tenderers shall leave the presentation room when another tenderer is making a presentation. The presenting tenderer shall leave the presentation room immediately after completing the Q&A. All

suppliers shall leave the presentation room when the evaluation committee is discussing and making its decision.

- (12) This procurement uses “tender ranking” to select the top tenderer, with pricing incorporated into the evaluation. After the evaluation committee members add up the total score points of judging criteria and sub-criteria and convert into ranking, they will compile the tenderers into rankings. The tenderer awarded higher than 75 scores (inclusive) and the lowest sum of ranking point from more than half of the evaluation committee members in attendance, will be ranked number 1. If said offered price is reasonable and without any signs of wasting the public money, nor any items to be negotiated, then after all the evaluation committee members in attendance have decided, and submitted to the responsible entity head or their authorized representative for approval, shall be named as the successful tenderer.
- (13) If the selection result produced more than 2 top tenderers with the same lowest ranking point total, the tenderer with the lowest offer shall have priority to negotiate the price. Where the offered prices are the same, than the tenderer who received the most in the Ranking Point column or awarded the highest total score, will be awarded with priority to negotiate. If these remain to be the same again, then the tenderer will choose a representative to draw lots. If the tenderer does not chose a representative, then the committee chairman will draw the lot to decide the awarded ranking. Where the selection result produced more than two non-winning tenderers with the same ranking, then they shall be placed in the same ranking order.
- (14) Where the selection result is noticeably different by various committee members, the convener shall submit the results for this committee to decide or for this committee to arrange for re-evaluation. Should significant differences still exist after re-evaluation, then the decision shall be made by this committee. This committee shall decide or resolute in accordance to the above regulations:
- (14-1) Uphold the original selection result.
- (14-2) Eliminate the individual committee member’s selection result, and re-evaluate the result.
- (14-3) Discard the original selection result, and re-propose results of evaluation.
- (14-4) Unable to select a winning supplier.

- (15) Tenderers shall guarantee that all the documents, designs, technologies in the bid documents do not infringe on the intellectual property rights of a third party. Where the intellectual property rights of a third party is infringed, the tenderer shall exclude the Entity, and take full responsibility and bear all legal liabilities.
 - (16) The Entity will provide a screen. Tenderer shall be responsible for other equipment it needs to make the presentation.
 - (17) The contract will be awarded after the top tenders selected by the open evaluation have completed price negotiation in accordance to their ranking. Tenderers with fixed prices (or fees), still must go through the negotiation process, without the need to reduce the price but can negotiate other contents. However, they must not lower the requirements set forth in the bid document, or the commitments they promised to undertake during the evaluation.
 - (18) The Service Recommendation Plans of unsuccessful tenderers, excluding the 1 copy the Entity shall keep, may be returned if said tenderer applies to do so.
 - (19) All the written documents or samples, etc, required to participate in the evaluation, with except to other regulations on tender documents, shall be delivered to the Entity along with bid documents. No amendments or supplements are allowed prior to the evaluation meeting, during the meeting or after the meeting. Where suppliers propose amendments or supplements, those documents shall not be incorporated into the evaluation.
- In conducting a procurement of a value not reach the threshold for publication but refer to the spirit of Regulations for Evaluation of the Most Advantageous Tender and select a tenderer whose tender shall meet the requirements to negotiate
- (1) Pursuant to Article 49 of the Act and Paragraph 3, Item 1, of Article 2 of the Regulations of Central Government Entities for Procurement of a Value Not Reaching the Threshold for Publication, the open selection of winning tenderer by selective tendering procedures, and limited tendering procedures, suppliers are invited for tendering by the Entity.
 - (2) After conducting qualification evaluations, the Entity will notify invited and selected suppliers of the procurement evaluation meeting's date, time and location. Notices will be send by telephone, facsimile or in writing should businesses are

closed where the Entity is located. If on the day of evaluation meeting, the attendance number of Procurement Evaluation Committee members less than half of the total members, or those in attendance need to rescue themselves causing the attendance number to be less than half; or for reasons of natural disaster, catastrophe, or other forces majeure before (during) the evaluation meeting, which cause the evaluation meeting to be suspended or suppliers unable to attend, the convener or chairman shall adjourn the procurement evaluation meeting on-site, and select another date, time and location for evaluation.

- (3) The Service Recommendation Plan and the included contents shall meet the service scope and proposed items set forth in the bid document regulations of this procurement, and shall become contract attachments after the contract is awarded.
- (4) Where the copies of Service Recommendation Plans are insufficient, the Entity may use black-and-white photocopies to make up needed copies. Tenderers take full responsibility for the scores they receive from the evaluation members, should they be affected by the quality of the photocopies. The cover of the Service Recommendation Plans shall include the tender name of this procurement, name of the tenderer, name of the contact person and telephone. Where the tenderer did not disclose the aforementioned items, the Entity may contact the supplier for clarification or amendment.
- (5) The layout of the Service Recommendation Plan shall be horizontal, from top down. A4 paper size, double printed in principle. Drawings shall be in A3 paper size (insert folds shall be in A4), not to exceed ___ pages in sequential page numbers (unlimited pages of Service Recommendation Plan if not otherwise specified). A4 vertical left bind, with the first page listing the table of contents and pages of each chapters and attachments. Suppliers must also provide electronic copies of their Service Recommendation Plan, formats.doc or .docx. or PDF are suggested, so as to facilitate the Entity to review.
- (6) Where the Service Recommendation Plan does not conform to regulation, the Working Group shall detail the non-conformity in its preliminary review. The evaluation committee members may deduct scores from "Presentation and Q&A" depending on the non-conformity, however deductions may not exceed the total score "Presentation and

Q&A” received.

- (7) The order of presentation shall be determined by the order the tender document is received. The presentation must be conducted by the implementation team of this procurement, with ___ presenters from the supplier to participate (unlimited number if not otherwise specified). If the tenderer who is supposed to conduct a presentation at scheduled time fails to attend after three roll calls by the Entity, (including those who are late), it is deemed to have waived the rights to present and Q&A. The tenderer shall receive zero points for the item of “Presentation and Q&A” in the scoring form.
- (8) The presentation is limited to 20 minutes, and will be forced to stop if the allotted time is over. Workers from the Entity will press a buzzer at minute 18 as warning, and press the buzzer at minute 20 to terminate the presentation. This procurement applies a round of question-asking and a round of answer-giving, where the evaluation committee members will ask all the questions they have in 1 round and the tenderer to answer all the questions in turn. The time allowed for this is no more than 10 minutes. Workers from the Entity will press a buzzer at minute 8 as warning, and press the buzzer at minute 10 to terminate the Q&A.
- (9) Where tenderers proceed in accordance to the bid document regulations, they should limit their presentation to the content of their bid documents, and may not use the presentation to amend or supplement the content of their bid documents. When answering to the queries by committee members, the response shall be pertinent to the item of evaluation.
- (10) All other tenderers shall leave the presentation room when another tenderer is making a presentation. The presenting tenderer shall leave the presentation room immediately after completing the Q&A. All suppliers shall leave the presentation room when the evaluation committee is discussing and making its decision.
- (11) This procurement (references) the spirit of the most advantageous tender, uses “tender ranking” to select tenderers whose tenders shall meet the requirements to negotiate, with pricing incorporated into the evaluation. After the evaluation committee members add up the total score points of judging criteria and sub-criteria and convert into ranking, they will compile the tenderers into rankings. The tenderer awarded higher than 75 scores (inclusive)

and the lowest sum of ranking point from more than half of the evaluation committee members in attendance, will be determined as tenderers whose tenders shall meet the requirements to negotiate. If said offered price is reasonable and without any signs of wasting the public money, nor any items to be negotiated, then after all the evaluation committee members in attendance have decided, and submitted to the responsible entity supervisor or his authorized representative for approval, shall also be listed as tenderers whose tenders shall meet the requirement to negotiate.

- (12) If the evaluation result produced more than 2 tenderers whose tenders shall meet the requirement to negotiate, with the same lowest ranking point total, the tenderer with the lowest offer shall have priority to negotiate the price. Where the offered prices are the same, than the tenderer who received the most in the Ranking Point column or awarded the highest total score, will be awarded with priority to negotiate. If these remain to be the same again, then the tenderer will choose a representative to draw lots. If the tenderer does not chose a representative, then the committee chairman will draw the lot to decide the awarded ranking. Where the evaluation result produced more than two non-winning tenderers with the same ranking, then they shall be placed as the same ranking.
- (13) Tenderers shall guarantee that all the documents, designs, technologies in the bid documents do not infringe on the intellectual property rights of a third party. Where the intellectual property rights of a third party is infringed, the tenderer shall exclude the Entity, and take full responsibility and bear all legal liabilities.
- (14) The Entity will provide a single-lens projector and screen. Tenderer shall be responsible for other equipment it needs to make the presentation.
- (15) The contract will be awarded after tenderers whose tenders shall meet the requirements to negotiate, selected by the open evaluation have completed price negotiation in accordance to their ranking. Tenderers with fixed prices (or fees), still must go through the negotiation process, without the need to reduce the price but can negotiate other contents. However, they must not lower the requirements set forth in the bid document, or the commitments they promised to undertake during the evaluation.

(16) The Service Recommendation Plans of unsuccessful tenderers, excluding the 1 copy the Entity shall keep, may be returned if said tenderer applies to do so.

(17) All the written documents or samples, etc, required to participate in the evaluation, with except to other regulations on tender documents, shall be delivered to the Entity along with bid documents. No amendments or supplements are allowed prior to the evaluation meeting, during the meeting or after the meeting. Where suppliers propose amendments or supplements, those documents shall not be incorporated into the evaluation.

64. This procurement is:

- (1) Not a multiple award.
- (2) A multiple award where different items and quantities may be awarded (see attachment for the possible combinations of items and quantities. For instance, the items permitted for tendering separately, the items permitted for tendering by different quantity and the minimum and maximum of such quantity range, the limits of items or quantities awarded to a supplier, the sequence of tender opening, tenderers may be also awarded at the same price as that of the successful tenderer, or the maximum number of the suppliers awarded).

65. This procurement:

- (1) May be awarded with reservation in the event that the budget of procurement has not been appropriated by a legislative body. The awarding of contract shall come into effect after the budget is appropriated.
- (2) Tender is awarded by:
 - (2-1) Total price.
 - (2-2) Item.
 - (2-3) Group.
 - (2-4) Quantity.
 - (2-5) Unit price (Successful tenderer is decided by the sum of the product of the unit price and estimated quantity).
 - Other (to be specified by the Entity):
- (3) Is for contract labor (refers to the dispatching of workers employed by the dispatching business entity to the entity for the provision of services under the direction, supervision and management of said entity); the remuneration (including the labor insurance, national health insurance and employment

insurance fees that are the statutory responsibility of the worker) of the contract workers (refers to those who are employed by the dispatching business entity to provide services to each entity) as well as the labor insurance, national health insurance, employee insurance fees, Overdue Wages Repayment Fund contributions, and labor pension costs that are the responsibility of the supplier shall be on a fixed-price basis and is not covered by the quote. The supplier is not required to provide a quote on the management fees (including profits, related taxes, and all management-related expenses). Once tender has been awarded, the supplier quote and the aforementioned fixed amount is added together to give the total contract price as detailed in the attached quotation form (Note: The quotation form template is as attached. The Entity may adjust the quotation list based on the nature of the procurement before including it with the instructions to tenderers during tendering.) The overtime and business travel expenses of contract workers are not included in the contract price. If such expenses are incurred they shall be calculated in accordance with the labor laws and paid separately.

66. Whether consultations should be conducted in accordance with Article 55 or Article 56 of the Act if the tender cannot be awarded (approval from the superior entity is required before proceeding on the basis of these two articles):

(1) Yes; items may be changed after consultation (please specify):

(2) No.

67. The Entity reserves the right for further procurement with the awarded tenderer. The item and contents for such further procurement are as follows (please specify the maximum limit of the value, quantity or period to be expanded, and the estimate value of such expanded procurement shall be added to the value of the original procurement. Not applicable if right for further procurement is not reserved):

68. The Act applies to this procurement:

(1) Without exception

(2) With exceptions under Article 104, Paragraph 1, of the Act as a military entity.

(3) With exceptions under Article 105, Paragraph 1 of the Act.

(4) With exceptions under Article 106, Paragraph 1 of the Act.

69. The basic qualification of a tenderer and the supporting certificate documents that shall be attached are as follows:

(1) A company, partnership or sole proprietorship engaged in industry or commerce, or a natural person, legal person, institution or organization that can provide proof of registration or establishment of the supplier, such as certificate of company registration or commercial registration, certificate of registration required by law for a non-profit-making juristic person, institution or organization, certificate of factory registration, approval certificate for registration, practicing license, practicing certificate, accreditation certificate, or other certificates issued by government entities or institutions authorized by government entities certifying that the supplier is lawfully established or registered. (Suppliers may submit the printout of data that are open to the public at the website of competent entities, in lieu of the certificates. The “certificate of registration for a profit-making company” that’s been revoked publicly may not be used as proof of registration or establishment of the supplier.)

Where non-corporate enterprises, established pursuant to the laws that govern the organization of government entities and exempted by laws from application for issuance of approval certificate for registration, certificates of company registration or commercial registration, contracting or business handbooks, proof of tax payment or proof of membership to commercial organizations, participate in tendering, such documents may be waived.

(2) Proof of tax payment (choose one from below)

(2-1) Proof of tax payments: where the certificate of tax payment referred to in subparagraph 2 of paragraph 1 is a certificate of business tax payment, it shall be a business tax payment receipt or the latest sales revenue and tax report approved and affixed with an official seal by the responsible tax-assessing authority. If the supplier is unable to provide the most recent certifying documents in time, the tax payment receipt of the immediate preceding period may be used in replacement. Where unified invoice system is mandatory to the supplier, the relevant documents in relation to the purchase of unified

invoice shall also be submitted. (This applies to those who must pay business tax in accordance to the Business Tax Act)

(2-2) Proof of income tax: income tax payment receipt or income tax return of the most recent year. If the supplier is unable to provide the most recent certifying documents on time, the tax payment receipt of the immediately preceding year may be used in replacement.

Certificate of no outstanding taxes issued by the responsible tax-assessing authority within the same period specified above, may be used as a replacement of certificate of tax payment of business tax or income tax. Those exempted to pay business tax or income tax pursuant to the law should submit photocopies of approval notices or copies of other documents of proof for exemption pursuant to the law. Such documents may be waived for public schools.

(3) Proof of credibility of a supplier:

(3-1) Proof of the recent 3 years concerning record of no bouncing checks, financial statements audited by an accountant, or credit certificates issued by a financial institution or a credit investigation agency. The regulations listed below:

a. Date of inquiry shall be within the last six months before the deadline for tendering

b. Proof of credibility of a supplier, such as Type 1 of Checking Account Credibility Enquiry or Type 2 of Checking Account Credibility Enquiry issued by a clearing house or a financial institution.

c. The content of the inquiry form shall include the following:

(a) Source of data is a clearing entity.

(b) Not a debarred customer.

(c) No record of bounced checks in the recent 3 years. (Where there was a record of bouncing check, and the check has been paid, it shall be deemed as a record of no bouncing checks. Where there is evidence showing that the supplier is a debarred customer or has a record of bouncing checks before the time-limit for tendering, this shall be handled by evidence.)

(d) Date of inquiry for information

(e) Supplier's government uniform invoice number or name.

d. The Enquiry that has been altered or without the seal of the inquiry entity is invalid.

(3-2) Proof of credit including financial statements audited by an accountant, or credit certificates issued by a financial institution or a credit investigation agency, etc

(3-3) Such documents may be waived for public schools.

(4) Statement of Tenderer, Items 1-10 of the Statement of shall be fill-out completely. In procurements such as this project, which is prescribed and published by the Investment Commission of Ministry of Economic Affairs as “procurements with sensitive or national security (including the information security)”, tenderers shall respond to Item 13 also. In the Tenderer column, the supplier and person-in-charge’s seal shall be affixed or signed.

(5) Other basic qualification: _____

The Tender whose capitals are from China shall not participate in the projects with sensitive or national security (including the information security): referring to the website of the Investment Commission, MOEA <http://www.moeaic.gov.tw/>.

70. This is a special procurement that complies with “Standards for Qualifications of Tenderers and Determination of Special or Large Procurement” Article 6, Paragraph ____; Article 7, Paragraph ____ (please specify the number of paragraph). (Not applicable if not a special procurement)

71. The special qualifications of the tenderer and supporting documentation (only special or large procurement may impose special qualification conditions):

72. The Entity may require the supplier to provide the originals of the qualification document photocopies submitted by the supplier for verification within a specified time. Non-conformity with the originals due to forgery or tampering will be handled in accordance with Article 50 of the Act.

Different tenderers participating in the tender may not be represented by the same personnel at tender opening, evaluation, selection and award. If different tenderers are represented by the same personnel, this will be handled in accordance with Article 500, Paragraph 1, sub-paragraph 1 or sub-paragraph 7 of the Act.

The bid price of a tenderer does not conform to the requirements of the

tender documentation if any of the following situations apply (not applicable if budget or government estimate is not published):

(1) It is higher than the budget disclosed in the notice.

(2) It is higher than the government estimate disclosed in the notice.

In the event of any of the following circumstances, the Entity may decide whether to take further action based on the available facts in accordance with Article 50, Paragraph 1, sub-paragraph 5 of the Act on “substantial and unusual connection in the content of tender documents submitted by different tenderers”:

1. The contents of different tender documents were written or prepared by the same person or tenderer.
2. The bid bonds of different tenderers were deposited or refund requested by the same person or tenderer.
3. The serial number of tender envelopes, containers or letters to the Entity are consecutive, suggesting that they were prepared by the same person or tenderer.
4. The addresses, phone numbers, fax numbers, contact persons or e-mail addresses of different tenderers are all the same.
5. Any other circumstances that suggest the tenders were prepared by the same person or tenderer.

In the event of a procurement situation where “different tenderers’ tender documents have the same person-in-charge” the Entity may take action in accordance with Article 50, Paragraph 1, sub-paragraph 5 of the Act on “substantial and unusual connection in the content of tender documents submitted by different tenderers”.

Where there are three or more qualified suppliers submitting their tenders, and there remains only one tender consistent with the requirements of tender documentation incurred by any of following circumstances existing in two or more tenderers, the Entity may decide whether to take further action based on the facts and “where illegal or improper activities that may impair the fairness of the procurement are found” of Article 48, Paragraph 1, sub-paragraph 2, or “the tenderer is engaged in any other activities in breach of laws or regulations which impair the fairness of the procurement” of Article 50, Paragraph 1, sub-paragraph 7 of the Act.

1. Bid bond not deposited or inconsistent with the requirements.
2. Tender document is blank, irrelevant, or there is nothing in the tender envelope.

3. The qualification, specification, or price document of a tender is not provided or is inconsistent with the requirements.
4. The price of tender is higher than the budget amount disclosed in the tender notice, or the government estimate disclosed in the tender documentation.
5. Any other situations that appear to be a deliberate attempt to make tender non-compliant.

For engineering service procurements that are classified as repair works by the Construction Industry Act, the tender may be awarded if the tenderer is from the construction industry. If the award amount is higher than the limit of construction cost stipulated by the Construction Industry Act then the tender may not be awarded to that tenderer.

73. Where the qualification of and the qualification documents to be submitted by foreign suppliers, notarized or certified Chinese translations are not required (not applicable for foreign tenderers who are not eligible for tender).
74. For selective tendering procedures, the reasons of and the necessity for qualification requirements are as follows (not applicable for non-selective tendering procedures):
75. The function, performance, specification, criterion, quantity or place of the subject of the tender and the contractual responsibilities of the successful tenderer: details as per attachment prepared by the Entity.
76. Pursuant to Article 65 of the Act and Article 87 of the Enforcement Rules of the Act, the main parts of this procurement are (optional):
77. Where the tender documentation requires or states a specific trademark or trade name, patent, design or type, specific source of origin, producer or supplier, it is allowed to offer an "equivalent". The timing of offering the "equivalent" is:
 - (1) Where the tenderer shall offer an equivalent in its tender, the tenderer shall provide in its tender for the Entity's evaluation the brand, price, function, performance, standard, characteristics or other data related thereof of the equivalent.
 - (2) Where the successful tenderer may offer an equivalent according to the Contract, it shall submit the following data to the Entity for evaluation before putting it into use: brand, price, function, performance, standard, characteristics or other data related thereof.
78. The terms of price of a tender is:
 - (1) Work to be delivered to the indicated place (specified by the Entity):

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(2) Work to be completed at the indicated place (specified by the Entity): USA

(3) Other

79. Currency of the tenderer's tender is:

(1) NTD.

(2) Foreign currency: USD (specified by the Entity).

(3) NTD or foreign currency: _____ (foreign currency to be specified by the Entity. The equivalent of the total price in NTD shall be calculated using the closing rate of the spot foreign exchange selling rate used by the Bank of Taiwan in the first work day prior to the date of the award)

80. Maintenance and repair for the subject of the tender shall be (optional):

(1) The responsibility of the successful tenderer for a set period with the cost included in the total price of the tender (the period is to be specified by the Entity):

(2) Responsibility of the Entity.

(3) Covered by another tender.

81. Suppliers may not participate in the tender, become the successful tenderer or sub-contractor, or provide assistance to the tenderer if any of the following circumstances apply:

(1) Where planning or design services was provided by the supplier, and the procurement resulted from such planning or design;

(2) Where the tender documentation was prepared by the supplier. °

(3) Where the supplier provides tender evaluation service for the procurement.

(4) Where the supplier gains knowledge of information that is confidential or not available to other suppliers through the fulfillment of any contract with the Entity, and the use of such information confers an advantage to the supplier in winning the tender.

(5) Where the supplier provides project management service related the procurement.

(6) Where the supplier is not allowed to participate the tender within certain period in accordance with the Article 103 of the Act published on Government Procurement Bulletin.

(7) Where the supplier is in business relationship with political party.

(8) Where the supplier or its person-in charge is the beneficiary of the followings: head of entity, subsidy entity, subsidized legal group or its owner, authorized entity, legal authorized group or its owner, contact agency, spouse, blood relative or in-laws within third degree of kinship, or relatives living and sharing property together.

Where there is no conflict of interest or concern of unfair competition, the circumstances referred to in sub-paragraphs 1 and 2 of the preceding paragraph may not be applicable to the subsequent procurements after approval of the Entity (not applicable where this paragraph is not ticked). With regard to the aforementioned circumstance in subparagraph 1, it shall be subject to the conditions that the accomplishments of the previous stage of planning or design are publicized together with the tender documentation of the procurement, and that the Entity determines that there is no competitive advantage of such supplier(s) participating in the previous stage.

82. A complete set of the tender documentation includes: (multiple choices. The tender notice for this procurement published on the government's electronic procurement website is a part of the tender documentation and does not need to be attached separately)

(1) Tender Instructions

(2) Requirement manual

(3) Quotation Form

(4) Statement of the Tender

(5) Terms and conditions of the Contract

(6) Cover Envelope

(7) For technical service or construction work, supplier's statement in relation to "Possible Legal Obligation for Supplier Participating in Public Construction" (amended by the Public Construction Commission by Going-Cheng-Chi Letter No. 10100017900 dated January 13, 2012):

Statement 1

Statement 2 (for professional engineer in the employ of a professional engineering consulting company)

Statement 3 (for a full-time engineer of a construction company)

Statement 4 (for a site director of a construction company)

(8) Application of bid bond refund or return, power of authorization letter.

(9) Other : Tender Specifications、Tenderer Summary、Certificate Envelope

83. The tenderer should fill out (do not use pencil) and submit the "Price List of the Tender" attached to this tender document in accordance with the requirements then seal it along with the qualification documentation,

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specification documentation and other documents specified in the tender documentation before submission. Unless it is to be submitted in one-step and opened over multiple steps, the bid documentation for each step should be sealed in separate envelopes before being all sealed in one large envelope. All inside and outside envelopes shall be marked with the tenderer's name, address, and procurement number or tender number. Double-sided printing is recommended for all bid, contract and contract performance documentation provided by the supplier to reduce paper consumption and conserve resources.

- (1) Proof of the supplier's business registration or establishment.
- (2) Proof of the supplier's tax payments.
- (3) Quotation Form
- (4) Statement of the Tender
- (5) Statement
- (6) Service Proposal
- (7) Proof of bid bond deposit
- (8) Other : Proof of credibility of a supplier · Tender Summary

84. The tender shall be submitted before 5pm on June 12, 2018 (see tender notice) by post or courier to the following receiving location: 1 East 42nd St., 9th Fl., New York, NY10017
85. For suppliers downloading the tender documentation electronically, the tender shall be submitted along with proof of receiving the tender documentation electronically. The Entity may also request the proof to be provided after the tender opening.
86. Tenderers shall read through the various regulations of the bid document in detail, and estimate their bid prices carefully and use a writing tool that is difficult to make amendments to fill out or key-in related bidding documents. Except other regulations on tender documents, suppliers may not alter any original contents set by the Entity or add-on any terms or conditions. (The add-on terms or conditions shall be treated as invalid).
87. In the event that the closing date for receipt of tenders or bid opening date falls on a business day and that for some reason the office closes on that day, except other regulations on tender documents or the Entity made a public notice, the announcement from the website of Government e-Procurement System (Website: <http://web.pcc.gov.tw/>) "whether deadline of tender receipt or bid opening date be postponed due to

business closed for typhoon or any severe weather conditions” under the sections of “Download Zone,” “Typhoon,” “Bulletin.” shall prevail.

88. Except other regulations on tender documents, upon signing the contract, the itemized price list, unit price analysis, or other related unit prices of various items listed in writing, shall comply with the unit price of the Entity’s budget set originally, and be adjusted in accordance to the total price the contract is awarded, with the total budget in principle. Where under special circumstances or the successful tenderer finds the unit price of a particular item is unreasonable, the Entity and the successful tenderer shall discuss and come to an agreement at the time of signing.
89. Except other regulations on tender documents, the successful tenderer shall sign contract with the Entity within 15 days after the day the contract was awarded, in accordance to the required form and necessary documents. The Entity is responsible for making and binding the contract.
90. Except other regulations on tender documents, the tenderer shall be responsible for the cost of tendering and may not request the Entity to pay for such a cost for any reason.
91. For matters not provided for herein shall be governed by the Act and the relevant regulations.
92. Where the tender document or the contract did not specify contract effectiveness requires signatures of both parties, the date the contract is awarded shall be the contractual date.
93. Other notice (such as allowed to joint tendering, on turn-key basis, an alternative proposal, award by preference to a local supplier, or purchasing by preference to a product of environment protection. Please do not fill-out if not applicable):
94. The telephone number fax number and address for the Audit Section responsible for processing supplier complaints, as well as the whistle-blower hot-line number and mailbox for the Criminal Investigation Bureau of the Justice Ministry and local investigation offices (stations, sections) where the Entity is located:

- (1) Criminal Investigation Bureau of the Ministry of Justice - Telephone>: 02-29188888; Xindian P.O. Box 60000
- (2) Civil Service Ethics Office of Taiwan Tourism Bureau - Telephone: 02-23491740; 9F No. 290 Sec. 4 Zhongxiao E. Rd. Taipei City.
- (3) Procurement Audit Section, Ministry of Transportation and

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Communications - Telephone: 049-2370030, Fax: 049-2391508; No. 6
Shenfu Rd. Zhongxing new Village, Nantou City

(4) Public Construction Commission: 9F No. 3 Song-jen Rd. Xinyi Dist.
Taipei City; 02-87897500.

(5) Taipei City Field Office (CIB): No. 176 Sec. 2 Keelung Rd. Da-an Dist.
Taipei City 106. Taipei P.O. Box 60000, Telephone: 02-2732888.

95. The contact point of Agency the Against Corruption of Ministry of Justice
for receiving accusation of this procurement:

Telephone number: 0800-286-586

Mailbox: 10099 軍史館郵局第 153 號信箱

10099 P.O. Box #153, Armed Forces Museum

Facsimile number: (02) 2381-1234




E-mail address: gechief-p@mail.moj.gov.tw

Address: No. 116, Bo'ai Rd., Zhongzheng Dist.,
Taipei City 100, Taiwan (R.O.C.)



Tender Specifications

1. The “Government Procurement Act” (hereafter referred to as the “Act”) and its related regulations promulgated by the responsible entity of the Act apply to this procurement.
2. The entity: New York Office of Tourism Bureau, Ministry of Transportation and Communications (hereafter referred to as “The Entity”)
3. Project name: 2018-2019 Eastern America Market Development Program for Taiwan Tourism.
4. Project goal:
 - (1) According to “Tourism 2020 - Sustainable Development Strategy for Taiwan Tourism” focusing on western market, this program targets eastern America market to achieve the goal of total visitors arrival to Taiwan.
 - (2) Develop tour packages for eastern Taiwan and promote tourism of Hualien. In addition to revitalize tourism in Hualien, this program also expects to increase the number of visitors from eastern America to Taiwan via high quality new tour products.
 - (3) Promote international festivals and events, including "The most beautiful bays carnival and world congress in Penghu", "Taichung world flora exposition" and "The 9th Annual Asian Bird Fair in Chiayi" and develop tour packages to attract international visitors to Taiwan.
5. Project tasks: Carry out the “2018-2019 Eastern America Market Development Program for Taiwan Tourism” for the key tasks and target audience set by the Entity and meet the planned goals of the “Tourism 2020 - Sustainable Development Strategy for Taiwan Tourism.”
6. Period of work: Eighteen months starting from the contract award date.
7. Price estimate: Total amount is approximately five hundred thousand USD (US\$500,000)(equivalent to fifteen million TWD (NT\$15,000,000). Includes all taxes as well as annual public relations and promotional activity expenses). Actual budget will be as approved by the Legislative Yuan for the year.
8. After the contract is awarded, the contractor shall provide the Entity a list of individual costs of each subject matter as part of the contract.
9. Format and content of the service proposal:
 - (1) English written horizontally is preferred. Proposal should be printed on letter size paper, and bound into book form with the binding on the left side and paginated.
 - (2) The Taiwan tourism promotion CI (as shown in Fig. 1), logo of 2018 year of bay tourism (as shown in Fig. 2), logo of "Time for Taiwan" (as shown in Fig. 3), Taiwan tourism official website and social media (as shown in table 1) should be used within the proposal.

<p>Fig. 1 Taiwan tourism promotion CI</p>	
<p>Fig. 2 logo of 2018 year of bay tourism</p>	
<p>Fig. 5 logo of "Time for Taiwan"</p>	
<p>Table 1 Taiwan tourism official website and social media</p>	<p>Taiwan Tourism Bureau Official Website https://eng.taiwan.net.tw/ Taiwan Tourism North America Website http://www.go2taiwan.net/ Taiwan Tourism North America social media https://www.facebook.com/TaiwanTourism/ https://www.instagram.com/ttb_na/</p>

- (3) Core concept: Focus on "Tourism 2020", 2018 year of Bay tourism, 2019 year of small towns, 2020 year of mountains, and international festivals and events such as "The most beautiful bays carnival and world congress in Penghu", "Taichung world flora exposition" and "The 9th Annual Asian Bird Fair in Chiayi" to develop eastern America market and increase the total visitors arrival to Taiwan.
- (4) Execution principle: Use diversified methods on multiple levels to facilitate the positive reporting of Taiwan tourism, promote Taiwan as one of the leading Asian travel destinations for the general population, and increase the number of travel agencies that offer Taiwan travel products and channels that promote FIT travel.

- (5) Marketing region: 27 states in the east coast of America. (Mainly focus on New York City and Chicago)
- (6) Target audience and marketing focus:
 - i. Target audience
 - (i) Main stream (high-income earners and senior travelers): discover the beauty and diversity of Asian cultures in Taiwan.
 - (ii) Millennial (backpackers, youth travel): adventure travel and unique travel experience.
 - (iii) Asian market: learn Chinese and cultural experience of their hometown.
 - (iv) Multi-destination (business travel, transit, one stop two cities): 24-hour friendly travel, potential traveler
 - ii. Type of travelers
 - (i) Top three type of travelers in New York: couple (32%)、friends(25%)、Family(18%)
 - (ii) Top three type of travelers in Chicago: couple(28%)、business(23%)、Family(20%)
- (7) Budget allocation: 100% for the 2018-2019 Taiwan Tourism Market Development Program for Eastern America & Canada. (Include all the cost in sub plans and service fee.)
- (8) The tenderer should provide the allocation of budget for items in detailed plans in the service proposal. Before execution, the tenderer has to provide detailed execution plans for the entity to approve.
- (9) The **Service Proposal** should include the following items:
 - i. **Market research and market development strategy:** market research of outbound travel in America market in 2017, strategies of competitive destinations and recommendations for Taiwan in 2018-2019.
 - ii. **Market development program:** based on the project goal and market research to develop and execute the market development program. The program has to be approved by the entity. To make Taiwan become one of the first choice for American travelers, the program includes contacting tour operators, designing new tour packages and expanding the channels selling Taiwan packages and developing marketing campaigns for FIT market.

The program should include detailed plans (and budget allocation for each items), Key Performance Indicator (KPI), time table and evaluation methods. The detailed plans should include the following:

 - (i) Contact tour operators and design new tour packages:
 - a. Invite tour operators who haven't sold Taiwan tour package to develop tour products. (Two tour operators for 2018、two tour operators for 2019)
 - b. Invite tour operators who already have Taiwan tour packages to develop new tour packages (Two new

- products for 2018 、 four new products for 2019)
- c. Organize road shows (Two road shows for 2018 、 four road shows for 2019, minimum 30 attendee per road show)
- d. Organize FAM trips. Each trip has 6-8 attendees. The attendees list has to be approved by the entity. (Two FAM trip in 2018 、 two FAM trip in 2019)
- (ii) Create co-op campaigns to promote themed travel: based on the themes chose from "Tourism 2020"- small town 、 mountain 、 bird watching 、 culture 、 food 、 medical or other themes, the tenderer has to develop co-op campaigns with leading brands (retails, hospitality, culture, out-door activities, etc) or organizations/associations. (One co-op campaign in 2018 、 one campaign in 2019)(Each campaign has to include the following items and approved by the entity before execution.)
 - a. Invite tour operator to develop tour package on selected theme and sell the package.
 - b. Conduct digital media campaign on selected theme.
 - c. Organize an online marketing event on selected theme.
- (iii) TV/Online promotion program: partner with TV networks (ABC, CBS, NBC, FOX, etc) or media (National Geographic, Discovery, Lonely Planet, etc) to invite a celebrity to visit Taiwan and film his/her trip. Develop and conduct a media plan to run the film on partner's channels. The broadcast area must be in eastern America (must include New York City and Chicago). (This program has to be conduct in 2019)(The proposal has to include program details, budget allocation and media plan and approved by the entity before execution.)
- (iv) Online travel platform co-op campaign: cooperate with OTA or other online travel platform to promote Taiwan. (One campaign in 2018, one campaign in 2019))(The proposal has to include campaign concept, budget allocation and approved by the entity before execution.)
- (v) Press trip: organize mainstream press trips to Taiwan. Each trip has 3-6 attendees. The attendees list has to be approved by the entity. (One trip in 2018, one trip in 2019)
- (vi) Other creative marketing approaches capable of promoting Taiwan tourism in group tour and FIT market. (20 % of total budget will be allocated to this item)
- iii. **Quarterly report and wrap-up report:** The tenderer has to provide quarterly report and attend meeting for review the performance. In the end of term, the tenderer has to provide a wrap-up report.
- iv. **Production service:** co-operate with the Entity's requests or provide any media related artistic design, editing services for finalizing the artwork.

- v. **Team member for project execution** (divisions of responsibilities and method of operation should be clearly stated).
- vi. **Budget allocation for each items**
- vii. **Time line / schedule**
- viii. **Tenderer summary** (see attachment for details)
- ix. **Other** (if necessary).

10. Evaluation standard and format

- (1) Evaluation meeting date and location: TBD
- (2) Evaluation criteria:

Evaluation items	Weighting
Market research and market development strategy	10
Market development program	40
Budget allocation	20
Degrees of competence of project team	20
Presentation and Q&A	10
Total	100

(3) Evaluation process:

- i. "Procurement Evaluation Committee" shall be formed by the Entity in accordance with the regulations. Under Article 22, Paragraph 1, Sub-paragraph 9 of the Government Procurement Act, "in the case of contracts for professional services, technical services or information services.... the winner shall be selected through open and objective evaluation."
- ii. Process of evaluation: this will be processed according to the "ordinal ranking," where each evaluation committee member shall fill out one copy of score sheet, where scores are given for each aforementioned category and combined to provide a total score. Each tenderer will be given a position from "1" according to the total score, where "1" is awarded to the tenderer with the highest total score, "2" to the second highest score, and so forth. Sum of ranking for each tenderer is computed by the Entity personnel. First place is assigned to a Tenderer with the lowest sum of rankings, followed by the second place with the second lowest sum of number sequence, and so forth.
- iii. If two or more tenderers have the same rank, the tenderer with the lowest price receive preference on price negotiations. If the bid prices are identical, then the tenderer with more "rank 1" receive preference on price negotiations. If then the number if "rank 1" is also the same, then a decision will be made by drawing lots.
- iv. Where the total score of a tenderer is less than 75(non-inclusive) after evaluation by the majority of committee members present, the tenderer

cannot be awarded the contract.

(4) Presentation:

- i. The order of presentation for tenderers taking part in the evaluation shall be decided by the order of proposal receipt. The presentation must be delivered by the team that will carry out the project.
 - ii. Time for presentation is limited to 20 minutes and be followed by a Q&A session. (no more than 10 minutes in duration) The tenderer shall leave the meeting room after finishing the Q&A session. The type of presentation shall be decided by the tenderer itself.
- (5) The result of the evaluation will not be announced on the day. A separate notification will be issued once the result has been approved.
- (6) If the evaluation fails to pick a winner or when the tenderer can't be awarded, no consultations will be conducted.

11. Price negotiation:

- (1) The successful tenderer selected by the evaluation committee receives first right of price negotiation. If the price negotiation fails down or the tenderer forfeits, the next supplier in line receives right of price negotiation.
- (2) The supplier that receives right of price negotiation should engage in price negotiations within 10 working days starting from the day of being officially notified by the Entity. The proposal approved by the Entity forms a part of the contract. Failure to sign the contract by the given deadline without due reason will be considered to have forfeited the bid and right of price negotiation will be given to the next supplier in line.
- (3) This procurement will be decided on the basis of best value tenderer.

12. Copyright guidelines:

- (1) The winning tenderer is responsible for the production of materials required by the subject of the contract. If the rights of another party are involved in the information, props and music used, the winning tenderer should secure advance written consent from the right owner on the permanent domestic and overseas use of their work in this project. This includes all uses of the copyright. Any disputes over copyright or other rights shall be the sole responsibility of the winning tenderer.
- (2) The successful tenderer agrees to transfer all copyrights to the procurement subject, and all copyrights produced as part of this project, to the Entity at the conclusion of the work.
- (3) All content, quality and progress of the project require the review and consent of the Entity before execution. Violations may result in the termination of the contract by the Entity. The winning tenderer will also be required to pay compensation to the Entity equivalent to 20% of the total contract price.
- (4) The right of publication for press releases from this procurement lies

with the Entity. The winning tenderer may not publish information on the progress of the procurement without the consent of the Entity. The Entity may otherwise terminate the contract and require the winning tenderer to pay compensation to the Entity equivalent to 20% of the total contract price.

13. Under Article 101 of the Procurement Act, the supplier shall be notified in the event of any of the following being discovered, along with a note that they will be reported in the government procurement gazette unless a protest is filed.

- (1) Where the Contractor allowed another party to use their name or documentation to submit a bid.
- (2) Where the Contractor borrowed or used without permission another party's name or documentation, or the use of forged or tampered with documentation to submit a bid, sign the contract, or carry out the contract.
- (3) Those who substantially reduced the work or materials without authorization.
- (4) Those who forged or tampered with documentation related to the bid, contract or contract performance.
- (5) Those who submitted a bid while under a suspension of business order.
- (6) Those issued with a guilty verdict by the court of first instance for any offenses prescribed from Article 87 to Article 92.
- (7) Those who win the tender and fail to sign the contract without due reason.
- (8) Those who fail inspection or acceptance in a substantial manner.
- (9) Those who fail to fulfill their warranty obligations after acceptance.
- (10) Where there was a serious delay in performance of the contract for reasons attributable to the supplier.
- (11) Those who violate the rules on sub-contracting in Article 65.
- (12) Where the contract was rescinded or terminated for reasons attributable to the supplier.
- (13) Where the supplier is in the midst of bankruptcy proceedings.
- (14) Those who engaged in substantial discrimination of women, indigenous people, or disadvantaged groups.

14. If there is any illegal act relating to this procurement, phone numbers and mailbox address for reporting an accusation to an agency against corruption are given as follows:

- (1) Office of Government Ethics, the Tourism Bureau, Ministry of Transportation and Communications. Tel: 02-23491741. 7F., No.290, Sec. 4, Zhongxiao E. Rd., Da'an Dist., Taipei City 106, Taiwan (R.O.C.).
- (2) Procurement Supervision Unit, Ministry of Transportation and Communications. Phone number: 049-2370030, fax number:

049-2391508. No.6, Shengfu Rd., Zhong Xing New Village, Nantou City, Nantou County 540, Taiwan (R.O.C.).

- (3) Public Construction Commission, Executive Yuan. Tel: +886 2 87897500. 9F., No.3, Songren Rd., Xinyi Dist., Taipei City 110, Taiwan (R.O.C.).

Taiwan Tourism Bureau, MOTC

Quotation form

Tender name: **2018-2019 Eastern America Market Development Program for Taiwan Tourism**

Procurement case number:

1. The bidding tenderer is absolutely clear and accepts all documents related to the tender document, including the tender document, the contract, supplementary regulations and any other related attachments, and is willing to enter into contract based on the quotation below

US	Hundred thousand	Ten thousand	Thousand	Hundred	Ten	Unit	Total (tax inclusive)
Dollars							

Note :

- i. Total value of the quotation shall be written in capital letters and not numbers. Blank columns will be considered "zero". If all columns are blank, the bidding document will be considered void. Pencils or other types of easily edited stationary cannot be used. The writing cannot be smudged or illegible, and seal must be applied to where corrections were made.
2. The effective date of the quotation above is in accordance to the provision of this project's "Note for tenderers." Where the awarding of the contract is delayed and exceeds the said effective date, the effective date shall be extended to the actually date when the contract is awarded, unless a protest against the extension is filed by this tenderer in writing.

Tenderer:

Name : (Seal)

Person-in-charge : (Seal)

Tel :

Address :

Federal tax identification number)



交通部觀光局駐紐約辦事處委託辦理 2018-2019 美東市場客源開拓計畫

投標廠商聲明書

Statement of Tenderer

本廠商參加__交通部觀光局__(機關)招標採購__2018-2019 美東市場客源開拓計畫__案之投標，茲聲明如下：

We, as the Tenderer, participate in the procurement of 2018-2019 Eastern America Market Development Program for Taiwan Tourism (Subject of Procurement) of which the invitation is issued by Taiwan Tourism Bureau (Procuring Entity) hereby certify the following :

項次	聲明事項	是(打V)	否(打V)
一	本廠商之營業項目不符合公司法或商業登記法規定，無法於得標後作為簽約廠商，合法履行契約。 The Tenderer is considered a supplier whose categories of business are inconsistent with the provisions prescribed in Company Act and Business Registration Act, and the Tenderer is not able to sign the contract and legally perform the contract after winning the tender.		
二	本廠商有違反政府採購法(以下簡稱採購法)施行細則第 33 條之情形。 The Tenderer is considered a supplier in breach of Article 33 of Enforcement Rules of the Government Procurement Act (hereinafter referred to as the "Act").		
三	本廠商或負責人與招標機關之首長/採購案之洽辦機關之首長/受委託辦理採購之法人或團體之負責人，有採購法第 15 條第 4 項規定之涉及本人、配偶、三親等以內血親或姻親，或同財共居親屬之利益之情形。 The Tenderer or its responsible person has relationship with the head of the procuring entity/the head of entrusting entity/ the responsible person of the juridical person or organization entrusting to conduct procurement, as referred to in paragraph 4 of Article 15 of the Act, such as they or their spouses, relatives by blood or by marriage within three degrees, or other relatives who live with and share the property with them have interests involved therein.		
四	本廠商是採購法第 38 條規定之政黨或與政黨具關係企業關係之廠商。 The Tenderer is a political party or a supplier which is affiliated to a political party referred to in Article 38 of the Act.		
五	本廠商之負責人或合夥人是採購法第 39 條第 2 項所稱同時為規劃、設計、施工或供應廠商之負責人或合夥人。 The responsible person or partner of the Tenderer, who serves at the same time as the responsible person or partner of the supplier, which is handling the planning, design, construction or supply referred to in paragraph 2 of Article 39 of the Act.		
六	本廠商是採購法第 39 條第 3 項所稱與規劃、設計、施工或供應廠商同時為關係企業或同一其他廠商之關係企業。 The Tenderer, who is affiliated to each other or affiliated to the same other enterprise of the supplier which is handling the planning, design, construction or supply referred to in paragraph 3 of Article 39 of the Act.		
七	本採購案如係以選擇性招標或限制性招標辦理，或係以公開招標辦理但投標廠商未達 3 家之情形，本廠商之得標價款會有採購法第 59 條第 1 項所稱高於本廠商於同樣市場條件之相同工程、財物或勞務之最低價格之情形。 For procurement conducted in accordance with selective or limited tendering procedures, or open tendering procedures where the number of tenderers is less than three, the awarded price of the Tenderer is higher than the lowest price the Tenderer offered for the same construction work, property, or service under the same market conditions referred to in paragraph 1 of Article 59 of the Act.		
八	本廠商已有或將有採購法第 59 條第 2 項所稱支付他人佣金、比例金、仲介費、後謝金或其他利益為條件，促成採購契約之簽訂之情形。 The Tenderer has induced/ will induce the procuring entity to sign a contract by giving others commission, percentage, brokerage, kickback, or any other benefits referred to in paragraph 2 of Article 59 of the Act.		
九	本廠商、共同投標廠商或分包廠商是採購法第 103 條第 1 項及採購法施行細則第 38 條第 1 項所規定之不得參加投標或作為決標對象或分包廠商之廠商。【投標廠商應於投標當日遞送投標文件前至工程會網站 web.pcc.gov.tw 查詢自己(包括總公司及各分公司)、共同投標廠商、分包廠商是否為採購法第 103 條第 1 項之拒絕往來廠商】 The Tenderer, joint tenderer or subcontractor are prohibited from participating in tendering, or being awarded or sub-contracted pursuant to paragraph 1 of Article 103 of the Act and paragraph 1 of Article 38 of Enforcement Rules of the Government Procurement Act (The Tenderer shall, on the bid submission date but prior to submission of its bid, log on to the website of Public Construction Commission at web.pcc.gov.tw to check whether itself (head		

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	office and all branch offices included), joint tenderer or subcontractor is the rejected supplier specified in paragraph 1 of Article 103 of the Act or not.		
十	<p>本廠商就本採購案，係屬公職人員利益衝突迴避法第 2 條及第 3 條所稱公職人員或其關係人，涉及違反公職人員利益衝突迴避法第 9 條『公職人員或其關係人，不得與公職人員服務之機關或受其監督之機關為買賣、租賃、承攬等交易行為』。【違反者，依公職人員利益衝突迴避法第 15 條規定處罰】</p> <p>Where the Tenderer of the procurement is a public servant, or his/her related person/judicial person referred to in Article 2 and Article 3 of the Act on Recusal of Public Servants Due to Conflicts of Interest, and is in breach of the provision of Article 9 thereof, which prescribed that "A public servant and his/her related persons shall not conduct transactions such as sales, lease, contracting, etc. to the Entity to which the public servant serves or the Entities is under his/her supervision". 【Violator will be penalized according to Article 15 of the Act on Recusal of Public Servants Due to Conflicts of Interest.】</p>		

十一	<p>本廠商是依法辦理公司或商業登記且合於中小企業發展條例關於中小企業認定標準之中小企業。(該認定標準第 2 條摘要如下：一、製造業、營造業、礦業及土石採取業實收資本額在新臺幣 8,000 萬元以下或經常僱用員工數未滿 200 人者。二、除前款規定外之其他行業前一年營業額在新臺幣 1 億元以下或經常僱用員工數未滿 100 人者。)</p> <p>The Tenderer, who has completed company registration or business registration in accordance with relevant regulations, is a small and medium enterprise referred to in "Standards for Identifying Small and Medium-sized Enterprises" prescribed pursuant to Act for Development of Small and Medium Enterprises. (Article 2 of the Standards for Identifying Small and Medium-sized Enterprises is summarized as follows: 1. The enterprise is an enterprise in the manufacturing, construction, mining or quarrying industry with paid-in capital of NT\$80 million or less, or the number of its regular employees is less than 200. 2. The enterprise is an enterprise in the industry other than any of those mentioned in the preceding subparagraph and had a sales revenue of NT\$100 million or less in the previous year, or the number of its regular employees is less than 100.)</p> <p>(If the response is "No", the following items and amount planned for subcontracting to Small and Medium Enterprises after awarding shall be filled out. No limitation on the pages of this item.)</p> <p>(答「否」者，請於下列空格填寫得標後預計分包予中小企業之項目及金額，可自備附件填寫)</p> <p>(If the response is "No", the following items and amount planned for subcontracting to Small and Medium Enterprises after awarding shall be filled out. No limitation on the pages of this item.)</p> <p>項目 Item _____ 金額 Amount _____</p> <p>項目 Item _____ 金額 Amount _____</p> <p>合計金額 Total Amount _____</p>		
十二	<p>本廠商目前在中華民國境內員工總人數逾 100 人。</p> <p>The Tenderer currently hires more than 100 employees within the territory of the Republic of China.</p> <p>(答「是」者，請填目前總人數計 _____ 人；其中屬於身心障礙人士計 _____ 人，原住民計 _____ 人。)</p> <p>(If the response is "Yes", the total number of employees is _____, of which the number of the physically or mentally disabled employees is _____, and the number of the indigenous employees is _____.)</p>		

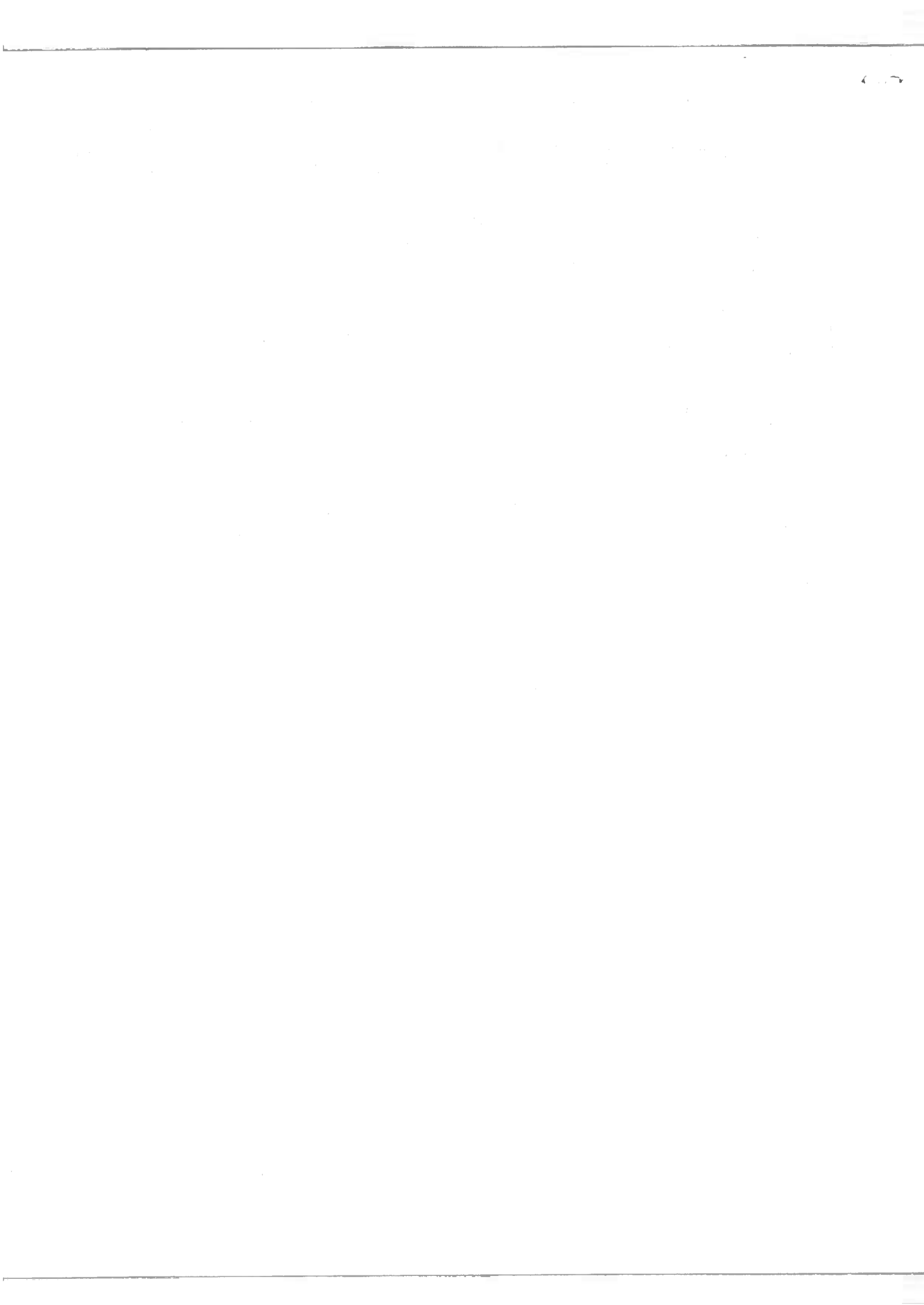
十三	<p>本廠商屬經濟部投資審議委員會公告之陸資資訊服務業者，不得從事經濟部投資審議委員會公告之「具敏感性或國安(含資安)疑慮之業務範疇」。【上開業務範疇及陸資資訊服務業清單公開於經濟部投資審議委員會網站 http://www.moeaic.gov.tw/】</p> <p>The Tender whose capitals are from China shall not participate in the projects with sensitive or national security (including the information security): referring to the website of the Investment Commission, MOEA http://www.moeaic.gov.tw/.</p>		
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十四	<p>本廠商是原住民個人或政府立案之原住民團體。</p> <p>(答「否」者，請於下列空格填寫得標後預計分包予原住民個人或政府立案之原住民團體之項目及金額，可自備附件填寫。如無，得填寫「0」)</p> <p>(If the response is "No", the following items and amount planned for subcontracting to the indigenous and government after awarding shall be filled out. No limitation on the pages of this item. If not, filled out</p> <p>項目 Item _____ 金額 Amount _____</p> <p>項目 Item _____ 金額 Amount _____</p>		
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合計金額 Total Amount	
附 註	<p>1. 第一項至第十項答「是」或未答者，不得參加投標；其投標者，不得作為決標對象；聲明書內容有誤者，不得作為決標對象。 If any response of above items 1- 10 is "Yes" or non-responsive, the Tenderer shall not participate in tendering or be awarded. Where there is any error in this statement, the Tenderer shall not be awarded.</p> <p>2. 第十一項、第十二項、第十四項未填者，機關得洽廠商澄清。 If the above items 11,12 and 14 have not properly filled out, the Entity may request the Tenderer for clarification.</p> <p>3. <u>本採購如屬經濟部投資審議委員會公告「具敏感性或國安(含資安)疑慮之業務範疇」之資訊服務採購，第十三項答「是」或未答者，不得參加投標；其投標者，不得作為決標對象；如非屬上開採購，答「是」、「否」或未答者，均可。</u> In case the procurement belongs to sensitive or national security information service, with the above item 13 answered "Yes" or non-responsive, the Tenderer shall not participate in the tendering or be awarded.</p> <p>4. 本聲明書填妥後附於投標文件遞送。 This statement shall be properly filled out and included in the tender by the tenderer.</p>
	投標廠商名稱： Name of the Tenderer：
	投標廠商章及負責人章： Sealed by the Tenderer and its Responsible Person： 日期： Date：

(106.6.28 版)



2018-2019 Eastern America Market Development Program for Taiwan Tourism

**Tenderer Summary for “2018-2019 Eastern America Market Development Program for Taiwan Tourism” entrusted by New York Office of Taiwan Tourism Bureau, M.O.T.C
(to be attached to service proposal)**

Name of tenderer:		Contact person:	
		Title:	
Address:		Tel:	
1. Tenderer Introduction			
(1) Date established:	(2) Paid-in capital:	(3) Company principal:	
(4) Basic company organizational chart:			
(5) Names, positions, experience, customers currently served, and customers previously served of main managers:			

2018-2019 Eastern America Market Development Program for Taiwan Tourism

(6) Background:

2. Organization and Services

(1) Services the company can provide:

(2) Company and client cooperation work flow:

(3) Company personnel related to the implementation of this project and their strengths:

(4) Types of media that company has experience, such as digital, print, outdoor, and social advertising; provide actual examples:

(5) Other integrated marketing related services that company can provide, such as marketing research, promotion, direct marketing, and PR activities; provide actual examples:

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3. Participation of Top Management

(1) How does top management communicate with the employer?

(2) How does top management participate in the employer's planning work?

4. Experience

(1) The company's general experience, advertising products that the company is adept at working with, advertising agency content, media, and PR plans:

(2) Advertising/PR experience that company has (or with its overseas affiliates) and related experience that is directly connected to tourism promotion or will help with promotional work in this project:

(3) Provide three examples of successful advertising/PR cases:

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(4) List advertising/PR projects clients that company has worked with for more than three years, list related advertisement/PR plans, and list all advertisement and PR cases over the years:

(5) A list of the company's award-winning advertisement/PR cases over the last three year:

Note: This summary table must be suitably bound using letter size paper; the size of the boxes can be enlarged where required but the number of pages should be no more than six.

**2018-2019 Eastern America Market Development Program
for Taiwan Tourism
Contract (Draft)**

The Tourism Bureau of the Ministry of Transportation and Communications (hereafter referred to as "The Entity") and _____ (hereafter referred to as "The Supplier") both agree to abide by the terms and conditions of the following contract formulated in accordance with the Government Procurement Act (hereafter referred to as "The Procurement Act") and the regulations issued by its responsible entity:

Article 1. Contract documents and their effectiveness

In accordance with the contract fulfillment documents or information provided in the contract.

Article 2. Subject of contract

The subject matter and tasks to be fulfilled by the Supplier:

1. Planning and execution of the "2018-2019 Eastern America Market Development Program for Taiwan Tourism" (hereafter referred to as "The Project") The Project forms a part of the contract.
2. The Entity entrusts the implementation of this Project to the Supplier after both parties have confirmed the categories of work, and without just cause, the supplier shall co-operate with the implementation. Barring special circumstances where the supplier has issued related certificates/documents prior to said circumstance, on matters where the Entity requests detailed execution plans, the Supplier may only implement the matter once approval from the Entity is obtained.
3. The Supplier shall provide third party proof of advertisement or commercials on all typed of media channels in the Project.
4. During the period of the Contract, assist with any combination of editing, correction and mass marketing production service depending on the type of media or as needed by the Entity.
5. The Supplier shall provide a quarterly report, and at the end of this Project provide a project wrap-up report to the Entity.
6. Co-operate with the request of the Entity to convene work meeting related to this Project on an irregular basis, and provide related report for the Entity to refer to.

Article 3. Contract Price

1. The total cost of this Contract is (fill in after negotiation) US Dollars.
Settlement terms: Fixed-price. Payment shall be made as installments (the actual value for each installment shall be as listed in the attachment "cost analysis chart". The attachment forms is an essential part of this contract.). In 6 installments paid quarterly after the Entity approved the quarterly reports.
2. Both parties shall not request of the other party payments for any costs under any circumstances or cause, unless the Contract has been amended to reflect thus.
3. Where the funding for this Project has not yet passed examination by the Legislative Yuan, the funding shall be processed in accordance to Article 64 of the Government Procurement Act.
4. Where the total value of the Contract has been confirmed to be reduced, the value of each category of this Project shall be adjusted according to the agreed method. Where

no method of adjustment has been agreed on, the value of each category will be adjusted according to the same percentage reduction the total value of the Contract has been reduced by. The aforesaid shall apply where the summation of the item prices indicated in the bid is different from the total price.

Article 4. Adjustment of contract price

1. Where the result of inspection indicates any non-conformity with the contractual requirements, but the non-conformity neither hinders the safety or requirements for use, nor decreases the general function or the function specified designated by the contract, acceptance with price-reduction may be conducted if the Entity has determined that replacement or making good is unnecessary or difficult, or further delivery is unnecessary.
 Where acceptance with price-reduction is determined by the Entity, the contract price will be reduced by 10%. A penalty equivalent to 10% of the reduced amount shall also be imposed on the Supplier.
2. Where the payment is made by the total contract price, any item or quantity not included in the price list shall still be supplied by the Supplier as long as the item or quantity is specified in the contract or is necessary for the completion of the contract but may not be used as grounds for an increase in price.
3. The price of the contract may be adjusted if the Supplier encounters any of the following government actions that lead to an increase or decrease in the cost of contract fulfillment during the performance of the contract:
 - (1) Introduction of a new law or amendment to an existing law.
 - (2) Introduction of new taxes and regulatory fees, or changes to existing ones.
 - (3) Changes to fees and costs under government control.
4. In aforementioned circumstances resulting from government action by the Republic of China, the increase in cost of contract performance shall be borne by the Entity; if there is a decrease in cost of contract performance then the amount shall be deducted from the contract price. In the case of increases or increases in cost of contract performance due to the actions of other national governments there will be no adjustment to contract price.

Article 5. Terms of payment

1. Payment of the contract shall be made in accordance with the following rules:
 - (1) Installments:
Payment by installments shall be made within 30 days once the necessary conditions have been met and the Entity has completed the review and acceptance procedure. The Supplier will be paid based on the actual results of acceptance.
 - (2) If any of the following circumstances apply during the Supplier's performance of the contract, the Entity may suspend payment until the situation is resolved:
 - (i) The performance of the contract has fallen up to 5% behind schedule (as specified by the Entity at the time of tender) for reasons attributable to the Supplier.
 - (ii) Defects during the performance of the contract that have not been corrected by the given deadline after being notified in writing.
 - (iii) When a contract matter is still not fulfilled after notification.
 - (iv) Where Supplier personnel is not qualified to perform the contract, and was not replaced after notification.

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- (v) Other matters which are in breach of the laws, regulations or contract.

Article 6. Contract Deadline

The Contract should fulfill the matter of the procurement contract within eighteen (18) months starting from the award date.

Article 7. Acceptance

1. The subject to be supplied or completed by the Supplier shall meet the requirements of the contract, and be of a generally accepted professional and technical standard. There shall be no defects that reduce or destroy its value, or that make it unsuitable for normal or the agreed usage.
2. Inspection and acceptance procedure:
The Supplier may submit the implementation results (including verification documentation required by the Entity) on a quarterly basis, along with a detailed list of the required expenses for the performance of the work. The Supplier should verify the performed projects, quantities and related information (including all printed materials, detailed account of budgets and expenditures, cuttings, photographs, and media monitoring records all compiled into book form to confirm the performance of the contract). Where a part of the subject of the contract has been completed and it is necessary for the completed part to be used first, the part should undergo acceptance and inspection in advance. Article 90 Paragraph 1 of the Enforcement Rules of the Government Procurement Act may be applied if necessary.
3. Where a defect is discovered in the Supplier's performance of the contract during preliminary inspection or acceptance inspection by the Entity, the Supplier may be required by the Entity to carry out improvement, removal, re-working, return or replacement (hereafter referred to as "corrective action") within 30 days (a different deadline can be specified by the chief inspector in special circumstances). Failure to take corrective action by the given deadline will result in a breach of contract penalty being imposed in accordance with Article 13. This provision does not apply if the delay in corrective action is still within the original deadline for contract performance.
4. If the Supplier fails to take corrective action by the deadline given in the preceding sub-paragraph, refuses to take corrective action, the defect cannot be corrected, or correction action has been taken more than 2 times (to be specified by the Entity at time of tender; optional) then one of the following actions may be taken by the Entity:
 - (1) Undertake corrective action directly or direct a third-party to do so then ask the Supplier to pay the necessary costs for said corrective action.
 - (2) Terminate or rescind the contract, or reduce the contract price.
5. If the defect in contract performance is attributable to the Supplier, the Entity may also request compensation in addition to provisions specified in the preceding two sub-paragraphs.

Article 8. Delay in Contract Performance

1. The time unit for late delivery penalty is by day. If the Supplier fails to complete the work by the deadline specified in the contract, **a penalty equal to 3 % of the total contract price shall be imposed** for every day of late delivery. Total amount of penalties shall be capped at 20% of contract price of each individual contract item. If the part not delivered

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does not affect the use of other parts already completed, then a late penalty of 3% per day on the contract price off the incomplete part can be imposed.

2. If partial acceptance or phased acceptance applies, the late penalty shall be calculated using the amount for that part or phase.
3. The Entity may deduct late penalty payments from the amount payable; if this is insufficient then the Supplier may be notified to make payment or have it deducted from their bond.
4. The total amount of all late penalty payments (including penalty for failure to take corrective action by the given deadline) is capped at 20% of the amount for each individual contract item. If the part not delivered does not affect the use of other parts already completed, then it may be capped at 20% of the contract price of the incomplete part.
5. If the Entity or the Supplier is unable to fulfill the contract in term due to the following natural disasters, force majeure, or reasons not attributable the parties to the contract, the deadline of the contract may be extended; where fulfillment of the contract is impossible then their contract obligations can be waived:
 - (1) War, blockade, revolution, rebellion, civil unrest, rioting or mobilization.
 - (2) Avalanche, earthquake, tsunami, volcanic eruption, typhoon, torrential rain, hail storm, flooding, debris flow, land collapse. land slide, lightning strike, or other natural disasters;
 - (3) Plane crash, shipwreck, traffic interruption, icing of road or harbor;
 - (4) Strike, labor dispute, or violent mass protests.
 - (5) Poison gas, epidemic, fire or explosion.
 - (6) Subject of contract is destroyed, stolen, robbed, or met with robbers or pirates.
 - (7) Personnel responsible for contract performance are killed, injured, kidnapped or illegally detained.
 - (8) Interruption or restriction in supply of water, energy or raw materials.
 - (9) Nuclear reaction, nuclear radiation, or radioactive contamination.
 - (10) Suspension of work, commandeering, confiscation, dismantling or embargo ordered by the government or the Entity in accordance with the relevant regulations not due to illegal activity by the Supplier.
 - (11) Introduction of a new law or amendment to an existing law.
 - (12) Action by the Republic of China or another government.
 - (13) Other circumstances beyond their control as determined by the Entity.
6. Where the contract can continue to be performed once the force majeure or factors not attributable to the contracting parties as mentioned in the preceding paragraph has occurred or ended, performance of the contract should continue. The necessary measures should be taken to mitigate the unfavorable effects or damage caused.
7. In the event of delay of contract performance, the Supplier will still be liable for damage arising from force majeure during the delay. This does not apply if the Supplier can prove that damage would have occurred even if contract had been performed on time.
8. The Supplier shall be liable for any accidents related to Contract performance that arise due to failure to comply with laws and regulations. The Supplier shall still be held accountable for delays arising from such an accident.
9. If the performance of the contract is determined to have been seriously delayed for reasons attributable to the Supplier, the regulations of Article 111 of the Government

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Procurement Act Enforcement Rules shall apply unless otherwise specified in the tender document. (The Entity may specify the method for determining the seriousness of events in the tender document):

Article 9. Rights and responsibilities

1. The Supplier should guarantee the performance of the contract by third parties and may not assert any rights over the Entity.
2. If the Supplier infringes upon the legal interests of a third-party during the performance of the contract, the Supplier bears sole responsibility for any legal liabilities.
3. Where the performance of the contract by the Supplier involves intellectual property rights:
 - The copyright of all written works completed by the Supplier during the performance of this Contract shall be assigned to the Entity upon their completion. The Supplier promises not to exercise its author rights. The Supplier shall ensure that it has signed contracts with its employees to stipulate that the copyright of all works authored during the performance of this Contract shall belong to the Supplier including intellectual property and moral rights.
4. Unless otherwise specified, if the Supplier uses a patented item, a patented contract fulfillment method, or makes use of copyright during the contract, then the patent and copyrights shall be dealt with in accordance with the relevant laws and regulations by the Supplier. The Supplier is also responsible for all related costs.
5. The Entity and Supplier may take necessary measures to prevent the other party from being sued for damages by a third-party due to the performance of the contract. If damage is suffered by a third-party, liability for compensation shall rest with the party that caused the damage.
6. The Entity shall not be held liable for any death, injury or loss of property caused by the Supplier, its sub-contractors and employees due to the performance of the contract. The Supplier shall maintain necessary insurance to cover the risks for injury, death or loss of property.
7. The Supplier shall fulfill its obligations in accordance with the Contract. The obligations should not be diminished or exempted by reviews, approvals or approval conducted by the by Entity.
8. For planning, design, construction supervision or management contracts, the Supplier shall be held liable for the following damages suffered by the Entity due to design errors, improper supervision or poor management by the Supplier. Amount of compensation shall not exceed the total contract price.
 - (1) Additional expenditure by the Entity.
 - (2) Amount of compensation sought by builders or suppliers.
 - (3) Damages caused by delayed completion or acquisition of the subject.
 - (4) Damages caused by an accident.
 - (5) Other damages attributable to the contracted party.
9. If there are any deficiencies in the Supplier's performance of this Contract, it should take corrective action or rework at its own cost after being notified by the Entity. The above is only valid if notification is no later than 1 year after acceptance of contract fulfillment. The same applies to partial acceptance as well.
10. Where procurement is carried out by the Entity based on the performance of the

contract by the Supplier but the quantity calculated by the Supplier is mistaken or an item is missing altogether leading to a difference of more than 10% in the final procurement price (increases and decreases do not cancel out), the amount over the 10% difference as a proportion of the total contract price shall be multiplied by the contract price to arrive at the breach of contract penalty. The cumulative breach of contract penalty calculated under this provision shall be capped at 10% of the total contract price.

11. The joint guarantor should ensure that the Supplier will fulfill its obligations as required in the Contract. If the latter cannot fulfill the said obligations, it shall bear joint compensation responsibility any resulting damages suffered by the Entity.
12. Upon the joint guarantor being notified by the Entity to fulfill the obligations of the awarded Supplier, all of the rights of the Supplier including any contract value awaiting fulfillment shall be transferred to the joint guarantor. The Contract will continue to remain in effect as well. The Supplier's bond and any contract value for work already completed that has not yet been paid shall be paid or refunded to the Supplier in accordance with the terms of the original Contract if their payment or refund has not been blocked.
13. In case of disputes such as debts and creditor's rights between the Supplier and its joint guarantor, these should be resolved between themselves through negotiation or legal avenues.

Article 10. Amendment and transfer of contract

1. The Supplier may, within the scope of the contract, notify the Supplier amend the contract (including new added items) if necessary. The Supplier shall submit the documents relating to the subject of the contract, price, contract deadline, payment schedule or other necessary amendments to the content of the contract after receiving notification. For amendments of the contract price, the base price shall be governed by Article 46 Paragraph 1 of the Procurement Act.
2. The Supplier may not unilaterally change the contract before its documentation on the proposed changes are accepted by the Entity. Unless otherwise requested by the Entity, the aforementioned notification does not allow the Supplier to extend the deadline for contract fulfillment.
3. If the Entity asks the Supplier to carry out or supply the work before accepting the changes proposed by the Supplier then fails to amend the contract in full or in part in accordance with the original notification, it should compensate the Supplier for any extra and necessary expenses incurred.
4. In any of the following circumstances, the subject of the procurement agreed in the contract may be replaced by another with the same or better specification, function, and effectiveness. The Supplier must however state the reason and provide a comparison of the specification, function, effectiveness and pricing, then secure the prior written approval of the Entity. This may not be used to justify an increase in contract price. When such replacement reduces the cost of contract performance for the Supplier then the difference shall be deducted from the contract price.
 - (1) The brand or model indicated in the original contract is no longer in production or being supplied.
 - (2) The sub-contractor indicated in the original contract is no longer in business or refuses to supply.

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- (3) Change is required due to force majeure.
- (4) Better than that of the contract or more advantageous to the Entity.
- 5. Any amendment to the contract without a written agreement signed or stamped by both the Entity and the Supplier shall be deemed invalid.
- 6. The Supplier shall not transfer all or part of the contract or debt to another party. This restriction does not apply if transfer is necessary due to a merger, fulfillment of joint guarantee by bank or insurance company, the exercising of bank pledges, or other similar circumstances and written approval is granted by the Entity.

The above restriction does not apply for rights assigned to sub-contractors by the winning bidder in accordance with Article 67, Article 2 of the Procurement Act governing sub-contracts.

Article 11. Termination, rescission or suspension of contract

- 1. In the event of any of the following circumstances during the Supplier's performance of the contract, the Entity may notify the Supplier in writing to terminate or rescind the contract in part or in full with no compensation for any resulting losses that the Supplier may incur:
 - (1) Where the Supplier violates the project management rules set out in Articles 39 Paragraph 2 or Paragraph 3 of the Procurement Act.
 - (2) Violation of Article 50, first part of Paragraph 2 of the Procurement Act.
 - (3) Where the contract may be terminated or rescinded under Article 49 of the Procurement Act.
 - (4) Where there is a violation of the ban on sub-contracting.
 - (5) Where the Supplier or its employee was found guilty of committing any of the offenses prescribed from Article 87 to Article 92 of the Procurement Act.
 - (6) Where there was a serious delay in performance of the contract for reasons attributable to the Supplier.
 - (7) Where the Supplier is found to have forged or altered the contract or documents related to the performance of the contract.
 - (8) Where the Supplier substantially reduced the work or materials without authorization.
 - (9) Where the Supplier refuses to fulfill the contract without due cause.
 - (10) Where a review, inspection or acceptance identified a defect that was not rectified by the Supplier within the given deadline.
 - (11) Where the Supplier's bankruptcy or other serious matters prevent its continued performance of the contract.
 - (12) Where the Supplier failed to follow the terms of the contract and correction action was not taken within 10 days starting from the day after notification was received, or a long deadline as given in the written notification.
 - (13) Other circumstances as specified in the contract.
- 2. The Supplier should continue to carry out the contract in accordance with the terms of the contract if the Entity has notified the Supplier of contract termination or rescission in accordance with the above provisions.
- 3. Where the contract is terminated or rescinded in accordance with clause 1, or for reasons attributable to the Supplier, the Entity may directly or hire another vendor complete the terminated or rescinded contract in a manner it sees fit; the Supplier shall be liable for any additional costs or damages this should incur. Where the hiring of

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another vendor to complete the contract is unnecessary, the Buyer may deduct or claim against the contract price, and not refund the bond. The same applies if losses are incurred by the Entity.

4. Where the continued performance of the contract by the Supplier is against the public interest due to a change in policy, the Entity may with the approval of its superior entity terminate or rescind the contract in part or in full, and compensate the Supplier for any losses suffered as a result. This however does not include lost profits.
5. Where the contract was terminated under the previous clause, the Supplier shall be paid the contract price for any subject that is already completed and usable before receiving notification from the Entity; if subject has been completed but is not yet usable then the Entity may agree on one of the following options with the Supplier:
 - (1) Allow it to be completed and pay the contract price.
 - (2) Stop production, supply or work. The Supplier is however paid for production, supply or working costs already incurred along with a reasonable profit margin.
6. The two above provisions may apply if contract had to be terminated or rescinded but not due to policy changes.
7. Where the Supplier follow the terms for the performance of the contract, the Entity may notify the Contract to stop all or some of the work in progress at any time then only allow work to resume when corrective action has been taken. The Supplier may not use such suspension requests to ask for an extension to the contract deadline or an increase to contract price.
8. If the Entity notifies the Supplier suspend all or some of the work due to reasons not attributable to the Supplier, then compensation may be paid to the Compensator for additional necessary costs that should result. The contract deadline may also be extended if appropriate. If the cumulative suspension period exceeds 6 months (or some other time specified by the Entity at the time of tender), the Supplier may notify the Entity to terminate or rescind all or part of the contract.
9. The Supplier shall offer personnel from the Entity or other vendors commissioned by the Entity future favors, bribes, commissions, kickbacks, broker's fees, gratuities, rebates, gifts, hospitality or other illegitimate benefits. This applies to sub-contractors as well. The Entity may terminate or rescind the contract in the event of a violation, or deduct over-valued portion and other benefits from the contract amount.
10. The rights and obligations of both Parties shall expire upon the date this Contract is terminated. When the contract is rescinded, the expiration of such rights and obligations will be backdated to the effective date of the contract. Both parties are also obligated to maintain confidentiality.

Article 12. Dispute settlement

1. Where there is a contractual dispute between the Entity and the Supplier, both parties should strive to resolve the dispute in a honest and harmonious manner that takes public interest, fairness and reasonableness into account. If an agreement cannot be reached then the following methods can be used:
 - (1) Apply for mediation with the Complaint Review Board for Government Procurement in accordance with Article 85, Paragraph 1 of the Procurement Act.

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- (2) Apply for arbitration in accordance with the Arbitration Act after securing the consent of the Entity and signing an arbitration agreement. The place of arbitration shall be selected by the Entity.
 - (3) Raise a protest or complaint in accordance with Article 102 of the Procurement Act.
 - (4) Refer to civil litigation.
 - (5) Apply for mediation in accordance with other laws and regulations.
 - (6) Refer to other means provided in the contract or some other mutually agreed upon method.
2. The name of the complaint review board for government procurement specified in the Procurement Act: Public Construction Commission of the Executive Yuan; Address: 9F, No. 3 Song-jen Road Taipei (CPC Building); Telephone: (02) 87897500.
 3. In the event of a contractual dispute, the following principles shall apply to the fulfillment of the contract:
 - (1) The fulfillment of unrelated or unaffected parts of the contract shall continue as normal unless the Entity agrees that its continued performance is unnecessary.
 - (2) Where the Supplier suspends the performance of the contract but is determined by the dispute resolution process to have done so without due cause, it may not apply for an extension to the contract deadline or an exemption of its contractual responsibilities for the suspended part of the contract.
 4. This contract is governed by the laws of the Republic of China. The court of first instance shall be the district court where the Entity is located.

The Contract was made by:

The Entity: New York Office of Taiwan Tourism Bureau, Ministry of Transportation
and Communications,
Representative: Chia-Szu Wen

Address: 1 East 42nd Street, 9th Floor, New York, NY 10017, USA
Telephone: +1 212-867-1632

The Contractor:
Representative:

Address:
Telephone:

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Please enclose the following certificates and supporting documents in this envelope:

1. Proof of the tenderer's business registration or establishment.
2. Proof of the tenderer's tax payments
3. Proof of credibility of a tenderer
4. Statement of the Tender
5. Others

※Please carefully read instructions of tender documents of this procurement to enclose required documents in this envelope.

Number		Certificate Envelope
(To be numbered by the procuring Entity at time of tender opening)		

Name of the Procurement or Case Number:

2018-2019 Eastern America Market Development Program for Taiwan Tourism

Name of Tenderer:

Name of Person-in-charge:

Address:



Cover Envelope

Submission Closing Date & Time : 2018.06.12 17:00	
<input type="checkbox"/> Hand delivery: Receipt stamp of this Bureau on the	<input type="checkbox"/> Postal delivery: Date and time of receipt of postal
Cover envelope serves as a proof	mail by this Bureau serves as a proof

Name of the Procurement: 2018-2019 Eastern America Market Development Program
for Taiwan Tourism

Name of Tenderer:

Address:

Name of Person-in-charge:

Phone number:

TO:

Tourism Division, Taipei Economic and Cultural Office in New York
1 East 42nd Street, 9th Floor,
New York, NY10017, U.S.A.

Note: Please enclose one (1) set of all the certificates and supporting documents (Tender Instructions no.69), eight (8) sets of the service proposal and other required documents (See Tender Instructions) in this cover envelope.

