

DEFENSE PROCUREMENT DIVISION  
TAIPEI ECONOMIC AND CULTURAL REPRESENTATIVE OFFICE  
IN THE UNITED STATES  
5010 Wisconsin Ave, N.W.,  
Washington, D.C., 20016

INQUIRY NO.: TK99003C033

FAX:(202)244-0104  
Date:12/16/2010

Gentleman:

It is requested that your company submit a quotation on the items in attached <List of Materials>. Your quotation should be received by this Division on or before 12/22/2010 and We will open the bid at 10:00 am Eastern time on the next day after the above - mentioned date. If it happens to be a holiday, the bid opening date will be the next working day at the same time.

Bidding requirements, including standard terms and conditions used by this Division, are as attached. It is the policy of this Division to consider for award the bid which complies in all material respect with the terms of this Division's invitation for bids, including but not limited to terms in the invitation for bids relating to the applicable specifications, payment terms and delivery schedule, and specifically the attached standard terms and conditions. No exceptions to the standard terms and conditions will be considered unless submitted along with your company's bid. Bids which fail to comply in all material respects with the terms of the invitation for bids, including the standard terms and conditions may be rejected. However, if there are any items such as alternative items or shipping dates that differ from the requirement, please highlight them.

After the contract is awarded, the bidder is required to provide written confirmation that everything the bidder quoted complies with this Invitation and its relevant contract terms and conditions. If there is any exception, the bidder must highlight it in the confirmation. Unless this Division accepts the exception in writing, the contract will be drafted in accordance with the Invitation's terms and conditions and the bidder must accept that contract as so drafted. If the bidder fails to accept a purchase order or contract awarded by this Division within fifteen (15) days after receipt of the final contract or purchase order from this Division, or fails to provide the guaranty for an equivalent product, then this Division may cancel the awarded contract or purchase order. and this Division may negotiate with the next lowest bidders in order to accept the original negotiated price.

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

Very truly yours,

This case is handled by:  
Chang, Shao-Kuang  
Lt. Col. ROCA  
202-895-6817

Wang, Chu-Yinn  
Colonel, ROCAF  
Director, DPD

LIST OF MATERIALS

12/01/2010

INQUIRY NO.: TK99003C033

ITEM NO.		UNIT PRICE	TOTAL PRICE
1	NSN: 1615011987553 DESCRIPTION: AFT HUB UNIT: EA QTY: 6 CAGE/PART NO. 77272/114R205036	_____	_____
2	NSN: 4720011270464 DESCRIPTION: Hose Assy UNIT: EA QTY: 2 CAGE/PART NO. 77272/145H1807-2	_____	_____
3	NSN: 1615011173930 DESCRIPTION: Transducer UNIT: EA QTY: 4 CAGE/PART NO. 77272/145CS131-2	_____	_____

NOTE:

1. Your quotation shall be void unless it is an envelope bearing the Bidding Label.
2. Your itemized quotations of unit and total line item prices must be set forth on the List of Material.
3. Acceptable equivalents for some of the items shown on the List of Materials are listed at Attachment. If you wish to quote an equivalent from Attachment rather than the item shown on the List of Materials, please cross out the Cage Code and part number on the List of Materials and replace then with the Cage Code and part number from Attachment.

INSTRUCTION

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

**PART I**

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

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**PART II: Bidding Label**

From:
Case Number. <b><u>TK99003C033</u></b>
Due Date: December 22, 2010
To:  <p style="text-align: center;">Defense Procurement Division Taipei Economic and Culture Representative Office In the United State 5010 Wisconsin Avenue, N.W. Washington, DC 20016</p>



Purchase Order No. TK99003C033-P00

/TECRO-DPD  
Date: December 1, 2010

**Material Condition:** The items must be brand new, of current manufacture in or after 2010 and not surplus.

**Additional Requirements: The Original Manufacturer's Quality Test Qualification Inspection Certificate showing that the Purchase Order Items were manufactured in or after 2010 shall be shipped together with the Purchase Order Items.**

**Any personnel from Mainland China or illegal foreigners are forbidden to be used in the performance of this Purchase Order.**

Initials: Buyer: \_\_\_\_\_

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

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Date: December 1, 2010

2. **DELIVERY SCHEDULE:** All Purchase Order Items stated in the Paragraph 1 shall be delivered as follows:

**Items 2 and 3** in one shipment within **300 days** after the effective date of the documentary letter of credit.

**Items 1** in one shipment within **600 days** after the effective date of the documentary letter of credit.

Only two (2) partial shipments are allowed.

Seller may accelerate the delivery schedule stated above, subject to reasonable written notice to and written approval by Buyer, and provided no additional cost is passed to Buyer for such acceleration.

3. **PLACE OF DELIVERY:** The Purchase Order Items shall be delivered in accordance with the delivery schedule to:

X **FOB Vessel, Port of Los Angeles, CA**  
(Port) (Designate Location)

Transshipment is not allowed.

The terms in this paragraph shall be construed in accordance with the *Incoterms 2000*, published by the International Chamber of Commerce. All costs incurred by Seller for the delivery to the specified location indicated above are included in Seller's unit price and are reflected in the total price of this Purchase Order. Seller represents and agrees that the price of each item provided under this Purchase Order is the published list price as quoted.

4. **QUALITY:** All Purchase Order Items delivered shall be new and of current manufacture in or after 2010 and not surplus, and all Purchase Order Items and parts contained therein shall have been manufactured and assembled in the United States or Canada unless otherwise indicated in Paragraph 1. Products manufactured in or imported from mainland China shall not be delivered or provided under this Purchase Order.

5. **PACKAGING AND PACKING:** All supplies are to be packaged and packed in accordance with standard commercial practice for:

X Ocean Export Shipment

   Air Export Shipment

Export packaging and packing shall be provided by Seller and shall be suitable for ocean shipment. Such packaging and packing shall be sufficient to sustain rough handling and shaking and/or possible corrosion due to exposure to salt spray, open

Initials: Buyer: \_\_\_\_\_

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

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storage and/or other hazardous situations. If it is determined upon arrival of the Purchase Order Items at their destination that the Purchase Order Items have sustained damage as a result of improper packing and packaging, Seller shall be held liable for such damage, the claim for which shall be processed in accordance with Paragraph 10. However, if the damage is determined to be the result of improper handling by the shipping company, then Seller shall not be held liable for the damage. The package of each item shall be marked with the part number and description. The cost of Seller's packaging and packing is included in the unit price and is reflected in the total price of this Purchase Order unless otherwise expressly provided. Packing and packaging shall include protection from humidity, water, earthquake damage, deterioration of quality, corrosion, rust, sunlight, salt spray and collision. The words "Fragile" and "Delicate Instrument" shall be marked in several places on the outside of the shipping marks for each package. In all applicable correspondence, please refer to the unit by both the model number and the serial number.

Packing per commercial custom requirement with bar code on package. Bar code shall be a single strip (39 numbers) with self-paste label or printed on unit package (inside package) and outside package. Unit package bar code includes: S/N, P/N, contract number, document number, issuing unit, quantity and unit price. Outside package bar code includes: S/N, P/N, contract number, issuing unit, and quantity. Specification and dimension: suitable for bar code reader. Marked location: outside package bar code shall be shown on upper left corner of the box or other easily recognized area.

Two (2) copies each of the packing list and the Certificate of Conformance (see Paragraph 10) shall be placed inside the container before it is sealed, and two (2) copies each of the packing list and the Certificate of Conformance shall be placed on the outside of each container in a waterproof envelope.

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

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Buyer: Taipei Economic and Cultural Representative Office  
in the United States, Defense Procurement Division

Destination:

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/ \  
/ \  
/DPD\  
\ROCA/  
\ \  
Kaohsiung \/  
Taiwan

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

Initials: Buyer: \_\_\_\_\_

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

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**7. PORT OF DISCHARGE:** Kaohsiung, Taiwan, ROC.

**MATERIAL TRANSSHIPMENT SECTION:**

<input type="checkbox"/> Keelung Material Transshipment Section Procurement Center, Armaments Bureau, MND No. 8, Guang Hwa Road Keelung, Taiwan 20343 Republic of China Attn. Bau, Lih-Shyaq Tel. 02-2424-3877 FAX 02-2423-4490	<input checked="" type="checkbox"/>	Kaohsiung Material Transshipment Section Procurement Center Armaments Bureau, MND 39 Warehouse Da-H. 1 <sup>st</sup> Rd. Cianjhen District Kaohsiung, Taiwan 80672 Republic of China Attn. Chuang, Ying-Chun Tel. 07-815-9642 FAX 07-815-6826	<input type="checkbox"/> Taipei Material Transshipment Section Procurement Center Armaments Bureau, MND No.9, Harnghyn N. Road Taoyuan, Taiwan 33758 Republic of China Attn.Fang, Ming-Ti Tel. 03-383-4645 FAX 03-383-4708
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**8. ULTIMATE CONSIGNEE:** Same as Paragraph 6.

**9. EXPORT LICENSE:** Seller shall obtain the required export licenses, permits, authorizations and other clearances for the Purchase Order Items. Such export licenses, permits, authorizations and clearances shall cover the entire period during which deliveries are to be made, and shall be maintained by the Seller during such period. If an export license is not required, Seller shall, upon receipt of this Purchase Order, provide proof to Buyer and Buyer's carrier (see Paragraph 12) with the applicable regulation relating to the non-requirement of the export license. Notwithstanding the Excusable Delay Article, if Seller is denied any export license or permit required for the performance of this Purchase Order, or otherwise fails to obtain any such license or permit within 90 days of Acceptance of this Purchase Order, Buyer by written notice to Seller may terminate this Purchase Order, in whole or in part, without penalty or cost. Seller will not, however, be penalized for delays in obtaining the export license due to circumstances beyond its control. This shall not affect Buyer's right to a no-cost termination for Seller's failure to obtain an export license within 90 days. In the event this Purchase Order is so terminated, Buyer shall be entitled to repayment of any payments made to Seller with respect to such part of this Purchase Order as has been terminated, to the extent that the amount of such payments exceeds the value of Purchase Order Items delivered to Buyer, and Buyer may return any such Purchase Order Items at Seller's expense and receive a complete refund of all payments made by Buyer with respect thereto. The consequences of Seller's delay in obtaining, or failure to obtain, a required export license or permit shall be as provided under this paragraph.

**10. INSPECTION:** Seller shall provide the original manufacturer's quality test qualification certificate(s) along with the delivered Purchase Order Items. If a required certificate is not provided, buyer shall have the right to cancel the procurement of the item. Seller shall provide a Certificate of Conformance (see Annex A) to certify that the Purchase Order Items conform with the requirements of the Purchase Order, the description and specifications, quantity and quality and are

Initials: Buyer: \_\_\_\_\_

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

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correctly packaged, packed and marked. There shall be an inspection at the destination, including an Import Survey and Performance Testing, to assure that the certificate is correct. If the Purchase Order Items are found to comply with the Purchase Order requirements, the Buyer shall issue to the Seller a Certificate of Acceptance (Annex C). If the inspection at the destination discloses or reveals that the Purchase Order Items do not comply with the terms of this Purchase Order or the description or specifications, Buyer reserves the right to return the Purchase Order Items at Seller's risk and cost and receive a replacement or a refund of any and all money paid for such Purchase Order Items, at Buyer's option.

Buyer has the right to send a representative to witness the inspection of the Purchase Order Items at Seller's facility, on a non-interference basis. Seller shall provide Buyer at least a two (2) week advance notice of the scheduled inspection of the Purchase Order Items.

**11. TITLE, RISK OF LOSS AND INSURANCE:** Title and risk of loss shall not pass until Purchase Order Items are delivered at the FOB point, and all risks to the time of such delivery are the sole responsibility of Seller. The insurance from the FOB point shall be arranged by Buyer.

**12. SHIPPING INSTRUCTIONS:** No later than fifteen (15) days before Purchase Order Items are ready for delivery, Seller shall provide simultaneous written notifications to Buyer (Tel:(202) 895-6817, Fax:(202) 244-0104), to Buyer's shipping agent, and shall request the shipping agent to provide delivery instructions. Seller shall airmail two (2) copies of invoices and two (2) copies of the packing list(s) showing the weight, dimensions and type of packaging, and a copy of the export license, if applicable, to Buyer's shipping liaison officer. Seller shall make deliveries as instructed by Buyer or the shipping agent. Notwithstanding any other provision of this Purchase Order, Seller shall make no delivery except as so instructed. The shipping agent, until such time as Buyer may designate another in writing is:

\_\_\_\_ Evergreen America Corp.  
One Evertrust Plaza, Jersey City, NJ 07302  
Attn: Export Dept.  
East Coast, TEL: 201-761-3315, FAX: 201-761-3011  
West Coast, TEL: 714-822-6800 ext. 2, FAX: 714-822-6869

\_\_\_\_ Yangming Marine Transport Corporation  
c/o Yangming America Corp.  
525 Washington Boulevard, 25th Floor, Jersey City, NJ 07310  
Attn: Mr. Paul Gau, Ms. Ellen Wang, Ms. Oscar Liow  
Tel: 1-800-221-5447 or (201) 420-5844, Fax: (201) 222-6699

Initials: Buyer:\_\_\_\_\_

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

Do not ship any Purchase Order Items to Buyer. Do not ship any Purchase Order Items without shipping instructions. Seller shall be responsible for any costs, charges and risk which results from any unauthorized shipment.

**Transshipment is not allowed.**

If the supplies are munitions, the Seller shall coordinate its shipment schedule with the availability of a ship authorized to carry munitions. The Seller shall not make any deliveries without written authorization from the Buyer or the Buyer's shipping agent. If it becomes necessary to store the supplies while waiting for a munitions vessel, the Seller shall arrange for such storage at Seller's expense and risk with no cost to the Buyer. The Seller is responsible for inland freight to the ship at the port of embarkation, for obtaining United States customs clearances and for delivering the deliverable supplies on board the designated ship at the FOB port of embarkation.

**Within 2 weeks after FOB/FCA delivery, Seller shall mail a copy of the bill of lading to the Material Receiving Center listed in Paragraph 7 hereof. If Seller fails to do so, it shall be responsible for payment to Buyer of customs charges or storage fees incurred. The following formula shall be applied: [number of days over 2 weeks] x (a) (for FOB Port delivery) US\$1.27; or (b) (for FCA Airport delivery) [\$US .60 + (gross weight in pounds of shipment x US\$ .17)]. Payment shall be made to Buyer by deduction from the documentary letter of credit or cash payment, or if that is insufficient, within 30 days after receipt of Buyer's demand accompanied by copies of the charges.**

**13. PAYMENT:** See attached PAYMENT TERMS AND DOCUMENTATION (Annex B)

**14. DOCUMENTATION:** See attached PAYMENT TERMS AND DOCUMENTATION (Annex B)

**15. WARRANTIES:**

- (a) all Purchase Order Items furnished hereunder shall be free and clear of any liens, security interests, charges or claims whatsoever, including attorney's fees.
- (b) At the time of installation and for a period of (i) one (1) year thereafter, or (ii) 1000 hours of operation, whichever occurs first, each Purchase Order Item delivered shall be free from defects in material, workmanship and design as well as in full conformity with the specifications, drawings and samples, if any; and if Purchase Order Items are operating machinery, they shall operate properly and in the manner set forth herein and according to specifications. This warranty shall remain in effect and survive the

Initials: Buyer: \_\_\_\_\_

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

acceptance of and payment for the Purchase Order Items whether any defect shall be patent or latent.

Seller shall receive notice from Buyer and/or the Ultimate Consignee of any defect(s) within 90 days of the discovery of the defect. Seller's liability under this warranty shall include, at Seller's option, repairing, replacing or refunding the purchase price for any delivered Purchase Order Items which are determined to have failed to comply with this Warranty within 3 months after the defective item is received by Seller. Within one (1) month of receipt of the notice of defect, Seller shall advise what action it shall take with regard to any of the Purchase Order Items which are determined to be defective under this Warranty. If the Seller fails to repair or replace a defective item within three (3) months of its receipt of the item, Buyer shall have the right to rescind the procurement of that item. This Warranty is not applicable to Purchase Order Items which have been damaged by misuse after delivery or by negligence of Buyer's personnel or by other like causes beyond Seller's control after delivery. Seller shall pay all costs for the shipment of repaired or replacement Purchase Order Items. The warranty period for defective Purchase Order Items and affected systems shall not run from the time of discovery of the defect until the repaired or replaced item is received in Taiwan.

- 16. INFRINGEMENT:** Seller shall indemnify and hold harmless Buyer from any damages suffered, and settle or defend any claim, as a result of infringement of any patent, copyright, trademark or intellectual property, whether of the United States or any other country for any delivered Purchase Order Item.
- 17. DATA RIGHTS:** To the extent of its right so to grant, Seller grants to Buyer the right to free reproduction, disclosure and use of all technical data supplied under this Purchase Order (including without limitation computer software, technical publications, instruction manuals and maintenance manuals) for all purposes necessary or appropriate to Buyer's securing the full use and benefit of Purchase Order Items and Services provided hereunder, including the inspection, use, maintenance and repair of Purchase Order Items.
- 18. WAIVER OF BREACH:** The failure of the Buyer, at any time, to require performance by Seller of any provision under this Purchase Order shall in no way affect the full right of the Buyer to require such performance at any time thereafter. The waiver by the Buyer of a breach of any provision under this Purchase Order shall not constitute a waiver of any succeeding breach of the same or any other such provision, nor shall it constitute a waiver of the provision itself.
- 19. MODIFICATIONS:** All modifications or amendments to this Purchase Order shall be in writing and executed by duly authorized representatives of both

Initials: Buyer: \_\_\_\_\_

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

parties. A letter, telefax, memorandum of understanding or other communication relating to this Purchase Order which contains a proposed change or modification shall not be binding on the parties until a formal amendment to the Purchase Order has been executed in writing by the official designated representative of each party to this Purchase Order.

**20. ANTI-ASSIGNMENT:** Seller shall not transfer or assign this Purchase Order to any other individual, firm, partnership, corporation, institution or governmental agency without the prior written consent of Buyer. This consent shall not be unreasonably withheld.

**21. APPLICABLE LAW:** This Purchase Order shall be governed by and construed in accordance with the laws of the District of Columbia, and Seller consents to suit being brought in the District of Columbia regardless of the law of the State where this Purchase Order is performed. Seller designates the Superintendent of Corporations of the District of Columbia as its agent for the service and acceptance of process. Buyer and Seller agree to settle any disputes arising out of this Purchase Order by arbitration in accordance with UNCITRAL Rules, which arbitration shall be held in Washington, D.C.

**22. TERMINATION FOR CONVENIENCE:** Buyer has the right to terminate this Purchase Order for its convenience, in whole or in part, by written notice to Seller, specifying the extent to which performance of work under the Purchase Order is terminated and the date on which such termination becomes effective. Seller shall without delay terminate all matters affected by or resulting from such termination. Promptly after the effective date of the termination, Seller shall submit its claim for all reasonable costs incurred prior to termination and a reasonable profit not to exceed 2% based on such costs plus any termination costs, except for special order or custom-made items already fabricated, for which the Seller shall receive the full, agreed-to contract price. Under no circumstances shall the amount paid by Buyer exceed the Purchase Order Price of the Purchase Order Items terminated. Any payment paid by the Buyer that exceeds the value of Seller's claim as set out above plus interest from the effective date of termination shall be refunded to the Buyer within thirty (30) days after conclusion of the termination settlement.

**23. TERMINATION FOR DEFAULT:** Subject to the Excusable Delay Article, Buyer may terminate this Purchase Order, in whole or in part, by written notice of default to Seller if Seller:

- (a) Goes into liquidation, or is subject to proceedings in any court for the compulsory winding up of Seller, or is subject to the supervision of a court either voluntarily or otherwise;

Initials: Buyer: \_\_\_\_\_

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

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- (b) Suffers any execution against Purchase Order Items to be provided hereunder or any assets of Seller required in the performance of this Purchase Order;
- (c) Fails to deliver Purchase Order Items within the time or times required under this Purchase Order;
- (d) Fails to make progress in the performance of this Purchase Order so as to endanger timely completion thereof or fails to produce to Buyer on demand satisfactory evidence of such progress;
- (e) Commits any act or omission that causes or contributes to the revocation of any license or permit required to export Purchase Order Items covered by this Purchase Order to Taiwan; or
- (f) Commits any other act or omission constituting a breach of any material obligation required on its part to be performed or observed under this Purchase Order, or
- (g) If any of the following events occurs:
  - i) Seller commits a violation of Paragraph 2 or Paragraph 3 of Article 39 of the Republic of China Government Procurement Law;
  - ii) any of the events referred to i the first sub-paragraph, Paragraph 2, Article 50 of the Republic of China Government Procurement Law;
  - iii) as provided under Article 59 of the Republic of China Government Procurement Law;
  - iv) subcontracting is attempted in violation of Article 65 of the Government Procurement Law;
  - v) Seller or its personnel have been found guilty, under a finalized decision, of the offenses referred to in Articles 87 through 92 of the Government Procurement Law;
  - vi) forgery or alternation of any documents in connection with this Purchase Order.

Buyer's right to terminate for any of the causes specified in the foregoing paragraphs (c) through (f) may be exercised only if Seller fails to remedy the failure or breach within 10 days (or more if authorized in writing by Buyer) after receipt of the notice from Buyer specifying the failure or breach. In the event of termination for default pursuant to this paragraph, Buyer shall be entitled to repayment, with interest at 2 percent per annum above the prime commercial lending rate in the United States, of all payments made to Seller with respect to such part of this Purchase Order as has been terminated, to the extent that the amount of such payments exceeds the value of supplies delivered to Buyer. Buyer may also return any such supplies at Seller's

Initials: Buyer: \_\_\_\_\_

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

expense and receive a complete refund of all payments made by Buyer with respect thereto. In addition, Buyer may procure, upon such terms and in such manner as Buyer may deem appropriate, supplies similar to those so terminated, and Seller shall promptly pay to Buyer any excess costs for such similar supplies. If, after notice of termination under this Article, it is determined for any reason that Seller was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience Article.

The failure of the Seller to perform this Purchase Order may result in the loss or suspension of the Seller's eligibility to do business with the Buyer and with other Republic of China procurement entities. Information concerning the procedures applied in determining whether the loss or suspension of such eligibility is appropriate can be found in the "Regulations" section of the Buyer's website, tecrodpc.com.

**24. LIQUIDATED DAMAGES:** If Seller fails to deliver the Purchase Order Items stated in Paragraph 1 of this Purchase Order within the time specified in the delivery schedule in Paragraph 2 of this Purchase Order, or any written extension thereof granted by Buyer for excusable delay, Seller shall pay to Buyer as fixed, agreed, and liquidated damages, for each calendar day of delay a sum in the amount of one tenth of one percent (.1%) of the value of the Purchase Order Items not delivered in accordance with the delivery schedule up to a maximum amount of five percent (5%) of the price of the Purchase Order Items not delivered. If a discount applies to the total Purchase Order price, but individual Purchase Order Item prices have not been reduced accordingly, then liquidated damages shall be calculated based on the non-discounted unit price of the late items. The liquidated damages may be deducted from payments under the Letter of Credit issued by Buyer's Bank or from other payments due to Seller. In the event this Purchase Order is terminated for default, Seller shall be liable for fixed, agreed, and liquidated damages accrued until the time Buyer can reasonably obtain delivery of similar Purchase Order Items. The liquidated damages shall be in addition to the re-procurement costs under the "Termination for Default" provisions of this Purchase Order.

**25. EXCUSABLE DELAY:** Seller shall not be liable for delays in delivery and the date on which Seller's obligations are to be fulfilled shall be extended for a period of time caused by the delay when the delay is due to causes beyond Seller's and its subcontractor's control and not due to the fault or negligence of either. Partial failure of performance due to any of the aforementioned causes shall not in itself terminate this Purchase Order or excuse any failure by Seller to resume other obligations under the Purchase Order after the expiration of the period of time caused by the excusable delay. Notwithstanding the above, Seller shall not be excused from liability for any delay unless it shall have notified Buyer in writing of the facts giving rise to such delay and of the

Initials: Buyer: \_\_\_\_\_

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

extension of the delivery or performance schedule required as a consequence, within 15 days after such facts have come to its notice. If an extension of the delivery schedule is granted, Buyer shall accordingly extend the Documentary Letter of Credit. Seller shall also include satisfactory evidence substantiating that said cause prevents performance, as well as a declaration specifying the steps being taken by Seller to remove such cause of nonperformance and to minimize its effects on performance of the Purchase Order. If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both Seller and the subcontractor and without the fault or negligence of either, Seller shall not be in default unless the Purchase Order Items were obtainable from other sources in sufficient time for Seller to meet the required delivery schedule. In the event Seller is excused from performance under this Article for 180 days or more, Buyer may, in its sole discretion, terminate this Purchase Order, in whole or in part, without penalty or cost. In the event this Purchase Order is so terminated, Buyer shall be entitled to repayment of any payments made to Seller with respect to such part of this Purchase Order as has been terminated, to the extent that the amount of such payments exceeds the value of Purchase Order Items delivered to Buyer. As an alternative, the Buyer, by itself or through a third party, may procure upon such terms and in such a manner as the Buyer may deem appropriate, identical or similar or functionally equivalent supplies. Seller shall be liable to the Buyer for the costs incurred relating to such supplies which are excess of the Purchase Order price.

- 26. **SECURITY**: Seller shall be responsible to assure that its employees do not disclose the terms or conditions of this Purchase Order. No publicity or information regarding this Purchase Order shall be given or released without the express prior written authority of Buyer.
- 27. **TAXATION**: The prices set forth in this Purchase Order include all Federal, State and local taxes imposed by the United States Government or a Governmental agency thereof. The prices set forth in this Purchase Order do not include any taxes levied on the Purchase Order Items by the Government of the Republic of China. Such taxes shall be the responsibility of Buyer.
- 28. **GRATUITIES AND CONTINGENT FEE**: Seller certifies by signing this Purchase Order that:
  - (a) Seller represents and warrants that no gratuities, gifts, commission, kickback, referral fees, entertainment, or other unjust benefit or personal payments, either direct or indirect, will be granted or in any way conferred by Seller to any of the officers and/or personnel of Buyer, except that the payment given for proper business activities.
  - (b) Seller represents and warrants that no person or agency other than

Initials: Buyer: \_\_\_\_\_

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

- (i) Seller's employees working solely for, and under the supervision and control of the Seller or
  - (ii) Seller's representative(s) or agent(s) duly registered to the Ministry of National Defense of R.O.C., has been employed or retained to solicit or obtain this Purchase Order upon an agreement, promise or understanding for a contingent fee. The Seller further represents and warrants that neither itself nor its employees and representative(s) or agent(s) has exerted or proposed to exert improper influence to solicit or obtain this Purchase Order. As used in this Article, "contingent fee" means any commission, percentage, brokerage or other fee that is contingent upon the success that a person or concern has in securing a government Purchase Order; "improper influence" means any influence that induces or intends to induce a government employee or officer to give consideration or to act regarding a government Purchase Order on any basis other than the merits of this matter.
- (c) In the event of any breach of this Article, Buyer shall have the option to either:
- (i) Terminate this Purchase Order in accordance with the Termination for Default Article, or
  - (ii) Deduct from the Purchase Order price any amount of commission, percentage, brokerage or other fee paid by Seller plus the maximum amount of liquidated damages specified in Article 24 of this Purchase Order

**29. ENTIRE CONTRACT:** Provisions contained herein or incorporated herein by reference constitute the entire contract and supersede all previous communications or representations, either oral or written, between the parties hereto with respect to the subject matter hereof. Any amendment or

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/TECRO-DPD  
Date: December 1, 2010

modification of this Contract may be effected only in writing, signed by authorized representatives of both parties.

**30. ACCEPTANCE OF THE PURCHASE ORDER:** This Purchase Order has been prepared in three (3) copies. It is required that a duly authorized officer of Seller execute three (3) copies and return them to Buyer indicating acceptance of the Purchase Order within fifteen (15) days after receipt, unless a written extension is granted. Otherwise, this procurement may be canceled by Buyer and Seller may be suspended from doing any further business with the Defense Procurement Division, Taipei Economic and Cultural Representative Office in the United States. The date of Acceptance of the Purchase Order is the date of signature of Buyer.

**ACCEPTANCE**  
DEFENSE PROCUREMENT DIVISION  
TAIPEI ECONOMIC AND CULTURAL  
REPRESENTATIVE OFFICE  
IN THE UNITED STATES

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Wang, Chu-Yinn  
Colonel, ROCAF  
Director

\_\_\_\_\_  
(Name Typed)

\_\_\_\_\_  
(Position)

\_\_\_\_\_  
(Date of Signature)

\_\_\_\_\_  
(Date of Signature)

Purchase Order No. TK99003C033-P00

/TECRO-DPD  
Date: December 1, 2010

ANNEX A

CERTIFICATE OF CONFORMANCE

Pursuant to Purchase Order No. **TK99003C033-P00** between \_\_\_\_\_  
and Taipei Economic and Cultural Representative Office in the United States,  
Defense Procurement Division, the undersigned, a duly authorized official of  
\_\_\_\_\_ hereby certifies that the items herein below listed conform  
with the requirements of the item description and specifications, quantity and  
quality and are correctly packaged, packed and marked:

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

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

Date of Issue: \_\_\_\_\_

Initials: Buyer: \_\_\_\_\_

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

ANNEX B

PAYMENT TERMS AND DOCUMENTATION

- 13.1 Buyer shall open an irrevocable Documentary Letter of Credit for the benefit of Seller in the amount of \$ \_\_\_\_\_ this amount being 100 percent of the Purchase Order price. The Documentary Letter of Credit shall be issued by the MEGA International Commercial Bank Co., Ltd., 65 Liberty Street, New York, New York 10005 ("Buyer's Bank"), shall be valid for a period ending no sooner than 90 days after the last delivery of Purchase Order Items and performance of Services hereunder, unless fully drawn down before that date.
- 13.2 The Purchase Order price shall be paid to Seller under the Documentary Letter of Credit as follows:
- Payment(s) of up to \$ \_\_\_\_\_, each such payment(s) being equal to **one hundred percent (100%)** of the price of the Purchase Order Item(s) accepted, upon final acceptance of said Purchase Order Item(s), and upon presentation to the Buyer's Bank of the following documentation:
- (i) Certified, manually-signed invoice in six (6) copies fully describing the Purchase Order Items.
  - (ii) Packing list in four (4) copies certified by a responsible person to confirm that everything is packed as required by this Purchase Order and indicating the number of packages and the contents of each package.
  - (iii) Seller's Certificate of Conformance as required in Paragraph 10 in two (2) copies.
  - (iv) Clean "On Board" Ocean Bill of Lading in original and two (2) copies.
  - (v) Certificate of Acceptance (Annex C) issued by the Buyer covering said Purchase Order Item(s) for which the Seller is invoicing.
  - (vi) Seller's Certificate that an export license has been obtained or that an export license is not required.
  - (vii) (For FOB Port)
    - (a) Seller's Certificate stating that one (1) copy of the invoice; one (1) copy of the packing list; one (1) copy of the Certificate of Conformance; and one (1) original ocean bill of lading have been airmailed directly to the Ultimate Consignee designated in Paragraph 8; and that one (1) original ocean bill of lading, one (1) copy of the invoice, and one (1) copy

Initials: Buyer: \_\_\_\_\_

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

Purchase Order No. TK99003C033-P00

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of the packing list have been airmailed directly to the Material Transshipment Center named in Paragraph 7, and  
**(b)** Courier receipt evidencing the fact that Seller has provided the documentation described in paragraph (a) to the Material Transshipment Center.

(viii) Seller's certificate indicating that one (1) set of the above-referenced documentation has been sent directly to the Buyer.

13.3 All bank charges and fees in connection with opening the Documentary Letter of Credit shall be borne by Buyer.

Initials: Buyer: \_\_\_\_\_

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

Purchase Order No. TK99003C033-P00

/TECRO-DPD  
Date: December 1, 2010

ANNEX C

CERTIFICATE OF ACCEPTANCE

Pursuant to Purchase Order No. **TK99003C033-P00** between and the Defense Procurement Division, Taipei Economic and Cultural Representative Office in the United States, I, the duly authorized representative of the Defense Procurement Division, Taipei Economic and Cultural Representative Office in the United States, hereby certify that the Purchase Order Item(s) described below are accepted:

DEFENSE PROCUREMENT DIVISION  
TAIPEI ECONOMIC AND CULTURAL  
REPRESENTATIVE OFFICE  
IN THE UNITED STATES

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

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

Date of Issue: \_\_\_\_\_

Initials: Buyer: \_\_\_\_\_

C-1

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

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

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

**BID REQUIREMENT INFORMATION** (No. 97001)

**LIMITED BID WITH PUBLIC SOLICITED NOTICE – SINGLE STAGE PROCUREMENT  
(AWARD OF ALL ITEMS)**

**Inquiry No. TK99003C033**

1. A quotation is requested on the supplies/services listed in the attachment hereto for export to Taiwan, Republic of China. Your quotation is a firm commitment, and is to remain valid for 120 days from the date of bid opening by this Division. The supplies shall be new, currently manufactured after January 2010 or later. All supplies shall be manufactured or assembled in the United States or Canada, except as Buyer may otherwise agree in writing. **The Purchase Order items shall not be produced and manufactured in Mainland China.** Packaging and packing shall be suitable for (ocean)/(air) shipment and the price of packing, packaging, inland freight, and any other charge shall be included in the unit price of the supplies. Export packing shall be in accordance with industrial specifications and/or best commercial standards. The price quoted for the supplies shall be based upon delivery FOB Port (ocean) or FCA airport INCOTERM cleared for export unless otherwise indicated. For FOB Port ocean shipment, seller may select the closest port from the following ports: **Charleston SC, Dallas TX, Long Beach CA, Houston TX, Los Angeles CA, Norfolk VA, New York NY, Oakland CA, Portland OR, Savannah GA, Tacoma WA, Vancouver Canada or Wilmington NC**, unless otherwise indicated. For FCA Airport air shipment, seller may select the closest airport from the following: **Dallas, Honolulu, Los Angeles, New York, or San Francisco**, unless otherwise indicated.
2. Your original, manually signed quotation must arrive at this office by **U.S. mail, Commercial Express delivery service, or personal delivery** by the designated date in a clearly marked envelop. **Bids transmitted by telefax or any other electronic means are not acceptable.** Likewise, your quotation and any correspondence must be marked with our Inquiry Number. Please enclose your quotation in an envelope using the attached label for identification purposes. Failure to do so may result in premature opening or non-consideration of your bid.
3. For this case the bidder qualification, specifications and price will be a 1-stage process. The bidder must complete the quotation information form as attached and enclose it with the proposed specifications if required, in one envelope, with the pricing in the other envelope. All envelopes shall be sealed and marked accordingly.
4. Only one bid may be submitted for the same items for each case; a second bid may not be submitted, and if received both bids for the same items will be treated as void. If a company submits a bid, and a controlled or controlling company, or a branch, submits a bid, all bids from the company will be considered void.
5. If the contract is a service contract, including repair contract, bidder may not subcontract, or we may default terminate the contract and request compensation.

6. It is the policy of this Division to consider for award only those bids which comply in all material respects with the terms of this Division's invitation for bids, including but not limited to terms in the invitation for bids relating to the applicable specifications, payment terms and delivery schedule, and specifically the attached standard terms and conditions. No exceptions to the standard terms and conditions will be considered unless submitted along with your company's bid. Bids which fail to comply in any material respect with the terms of the invitation for bids, including the standard terms and conditions may be rejected. However, if there is any different element, please highlight it.
7. This is a request for information, and quotations furnished are not offers. This request does not commit this Division, the Taipei Economic and Cultural Representative Office in the United States or the government of the Republic of China to pay any costs incurred in the preparation of the submission of a quotation or to contract for supplies or services.
8. Please provide the following information in your quotation: (1) Item no. of this Division's inquiry. (2) Estimated weight and dimensions of packaged material (if available); (3) proposed delivery schedule; (4) U.S. National Stock Number ("NSN") as well as ROC NSN (...YET, YETN etc.; ROC NSN are for reference only; (5) Part Number ("P/N"), and (6) the name and address of the manufacturer and L/C beneficiary.
9. For any amount awarded up to U.S.\$5,000.00, payment will be made by cash. For any amount awarded above U.S.\$5,000.00, payment will be made by documentary letter of credit. **For any amount awarded up to U.S.\$5,000.00, only one shipment may be made, regardless of the number of partial shipments listed under the model purchase order.**

9.1 It is the policy of this division that a tenderer shall deposit a bid bond, except for the following circumstances:

- (1) Where the procurement is for services, the bid bond or guarantee bond may be waived. ( )
- (2) Where the procurement is for construction work or property of a value not reaching one tenth of the threshold for publication, the bid bond or guarantee bond may be waived.
- (3) Where there is only one supplier invited for tendering, the bid bond may be waived ( )
- (4) Where there is no need or possibility to require a bid bond or guarantee bond by the business practice or attributes of procurement. ( X )  
The bid bond and guarantee bond shall be deposited by irrevocable stand-by letter of credit issued or confirmed by a bank.

10. The supplies should fully conform to the specifications and other requirements as specified in the invitation to bid documentation.
11. Unless otherwise conspicuously indicated in a separate letter by the bidder and accepted specifically in writing by this Division, any terms and/or conditions that appear on supplementary documents submitted together with the bid documentation, such as instructions, catalogues etc., shall be null and void, and are hereby rejected by this Division; and the bidder shall be deemed to accept any and all of the specifications, requirements, and terms and conditions included or contained in the Invitation Documentation and Conditions of Contract, if the bid is accepted by this Division.
12. Unless otherwise specified in the Invitation Documentation or accepted in writing by this Division prior to award, no bid for machinery or equipment will be considered if the original catalogue and technical documentation published by the manufacturer are not attached with the bid.

13. This Division will regard the submission of a bid as the bidder's complete acceptance of the specifications and terms set forth in the invitation if the bid include only the price.
14. The bidder shall specify the shipment date in the bid documentation. A bid indicating a shipment date later than that specified in the Invitation for Bids will be rejected unless otherwise agreed in writing by this Division. If the bidder does not include the shipment date in the bid documentation, this Division will consider that the bidder accepted the shipment date stipulated in the Invitation for Bids.
15. In the event of a conflict between the words and figures of a money amount in a bid, the words shall control. If the total bid price does not correspond to an itemized price, the lower one shall control.
16. Unless otherwise specified, all trade terms specified in the Invitation for Bids shall be interpreted in accordance with Incoterms, 2000 Revision, published by International Chamber of Commerce (ICC). In relation to payment by letter of credit, the Uniform Customs and Practices for Documentary Credits, 1993 Revision, ICC Publication No. 500, shall apply.
17. If verified by this Division that the awarded bidder has been suspended or temporarily suspended or forfeited the right to bid by the authorities concerned, during the duration of the bid opening or the Contract signing, this Division has the right to reject the bid or to cease Contract signing and/or to rescind the Contract. The awarded bidder may not claim ignorance or other reasons to raise an objection or to demand the Contract signing or claim for compensation.
18. Amendments to previously submitted bids are discouraged. Furthermore, if any such amendment received after the deadline for the receipt of bids, the amendment shall not be considered and this Division may consider the bidder's entire bid null and void.
19. The **total** price for each line item and unit shall be provided. **The bid of all items will once** be awarded to the lowest priced bidder under the price ceiling that meets the bid requirements. If the lowest bid that meets the requirements set forth in this Invitation Documentation exceeds the price ceiling, this Division shall request the lowest bidder **who attends at the bid meeting** to reduce the price once, **otherwise stop to reduce the price and abort this bid**. If the reduced price is under the price ceiling, **this bid** will be awarded to that bidder. If the reduced price still exceeds the price ceiling, **this bid** will not be awarded and may be either cancelled or publicized again.
20. Bidders will not be kept informed concerning the award process, but will be informed of the results.
21. After the contract is awarded, the bidder **maybe** is required to provide written confirmation that everything the bidder quoted complies with this Invitation and its relevant contract terms and conditions. If there is any exception, the bidder must highlight it in the confirmation. Unless this Division accepts the exception in writing, the contract will be drafted in accordance with the Invitation's terms and condition and the bidder must accept that contract. If the bidder fails to accept a purchase order or contract awarded by this Division within fifteen (15) days after receipt of the final contract or purchase order from this Division, or fails to provide the guaranty for an equivalent product, then this Division may cancel the awarded contract or purchase order, and this Division may negotiate with the next lowest bidders in order to accept the original negotiated price.

## 22. Bid Protest Procedures

Bidders may in writing protest this procurement based on the content of the solicitation, supplements to the solicitation, or the making of the award, if the bidder believes there is a breach of a Republic of China procurement law or regulation, or treaty, by filing a written

protest with the Defense Procurement Division sent by certified mail, return receipt requested, within the following time limits:

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

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

23. After award or contract signature, if it is discovered that a bidder cheated, committed forgery, or any behavior affecting the fairness of the procurement, or was suspended, the procuring organization may cancel the award or terminate the contract, and also seek damages.
24. In any of the following situations, this Division must notify the bidder of the Division's intention to suspend the bidder's right to bid on this Division's procurements unless within 20 days of the bidder's receipt of the said notice the bidder provides an explanation to show cause why the bidder's right to bid should not be suspended:
  - a. Bidder allows any others to borrow its name or certificate to participate in a tender.
  - b. Bidder borrows or assumes any other's name or certificate to tender, to execute a contract, or to perform a contract, or tenders with forged documents or documents with unauthorized alteration.
  - c. Bidder has substantially reduced the work or materials without obtaining a prior approval.
  - d. Bidder has been proved to forge or alter without authorization documents related to tendering, contracting, or contract performance.
  - e. Where the supplier participates in tendering during the period when its business operation has been suspended by a disciplinary action.
  - f. Where the supplier has committed any of the offenses prescribed in Articles 87 to 92 hereof, and has been sentenced without probation by a court of the first instance. (The text of the Government Procurement Act, including Articles 87 to 92, can be found at [http://www.pcc.gov.tw/pcc\\_e/e\\_pcc.htm](http://www.pcc.gov.tw/pcc_e/e_pcc.htm).)
  - g. Bidder refuses to execute or perform a contract without due cause after award.
  - h. Upon testing or inspection of supplies delivered by the Seller, such supplies are found to substantially deviate from the required specifications.
  - i. Supplier fails to honor its warranty obligations.
  - j. Where the time-limit for contract performance is seriously delayed due to causes attributable to the bidder.
  - k. Bidder is in breach of the requirement of Paragraph 5 (if applicable) by assigning the awarded contract to another.
    - l. Where a contract is rescinded or terminated for causes attributable to the bidder.
  - m. Bidder is under the procedure of reorganization or bankruptcy.
  - n. Where the supplier seriously discriminates against women, aborigines, or personnel of disadvantaged groups.

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

above.

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

**Sole Proprietorships and Partnerships of Individuals**

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

**Corporations**

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