

共同投標協議書

Agreement of Joint Tendering

立共同投標協議書人（以下簡稱共同投標廠商）

The undertaking members (hereinafter “Joint Tenderers”) of this Agreement of Joint Tendering are as follows:

_____（廠商名稱 Name of Tenderer）_____（以下簡稱第 1 成員 hereinafter “First Member”）、
_____（廠商名稱 Name of Tenderer）_____（以下簡稱第 2 成員 hereinafter “Second Member”）、
_____（廠商名稱 Name of Tenderer）_____（以下簡稱第 3 成員 hereinafter “Third Member”）、
_____（廠商名稱 Name of Tenderer）_____（以下簡稱第 4 成員 hereinafter “Fourth Member”）、
_____（廠商名稱 Name of Tenderer）_____（以下簡稱第 5 成員 hereinafter “Fifth Member”）、
（成員數不得逾招標文件規定允許之家數）(Total number of members shall not exceed the maximum number stipulated in the tender documentation)

同意共同投標臺中市新建工程處（以下簡稱機關）之臺中市巨蛋體育館興建工程並協議如下：The Joint Tenderers have agreed to the joint-tendering of the invitation of Taichung Arena Construction Project (Invitation No. :) issued by Taichung City New Construction Office(hereinafter “ the Entity”), and the following terms and conditions:

一、共同投標廠商同意由_____（廠商名稱）_____為代表廠商，並以代表廠商之負責人為代表人，負責與機關意見之聯繫，任何由代表廠商具名代表共同投標廠商之行為，均視為共同投標廠商全體之行為。機關對代表廠商之通知，與對共同投標廠商所有成員之通知具同等效力。

The Joint Tenderers agree that _____ (Name of Tenderer) shall act as the Representative Tender of the Joint Tenderers, and the responsible person of the Representative Tenderer shall act as the Representative of the Joint Tenderers. They shall be responsible for communicating with the Entity. Any action signed by the Representative Tenderer for the Joint Tenderers shall be deemed as the action of the Joint Tenderers. Notifications made by the Entity to the Representative Tenderer shall have the same effect as notifications made to all members of the Joint Tenderers.

二、各成員之主辦項目 Major contractual items undertaken by each member :

第 1 成員 First Member : _____、第 2 成員 Second Member : _____、
第 3 成員 Third Member : _____、第 4 成員 Fourth Member : _____、
第 5 成員 Fifth Member : _____

三、各成員所占契約金額比率 Ratio of contractual amount by each member :

第 1 成員 First Member : _____%、第 2 成員 Second Member : _____%、
第 3 成員 Third Member : _____%、第 4 成員 Fourth Member : _____%、
第 5 成員 Fifth Member : _____%

四、各成員於得標後連帶負履行契約責任。

Each member shall assume the joint and several liability of the contract after awarding.

五、成員有破產或其他重大情事，致無法繼續共同履約者，同意將其契約之一切權利義務由其他成員另覓之廠商或其他成員繼受。

All members agree that in the event of bankruptcy or other major circumstances of a member, that lead to incapability to jointly fulfill the said contract by the member, the contractual rights and obligations of the member shall be undertaken by other members or by another party selected by other members.

六、共同投標廠商同意契約價金依下列方式請領：（請擇一勾選並填寫）The Joint Tenderers agree that payment of the contract amount shall be made by one of the following means (check an appropriate box)

(1) 由代表廠商檢具各成員分別出具之發票及相關文件向機關統一請領。Invoices and related documents issued by each member shall be presented by the Representative Tenderer for payment.

(2) 由各成員分別出具之發票及其他文件向機關請領。各成員分別請領之項目及金額為：Invoices and related documents issued by each member shall be presented by each member for payment. The amount and the subject of contract for the respective members are as follows :

第 1 成員 First Member : _____、第 2 成員 Second Member : _____、

第 3 成員 Third Member : _____、第 4 成員 Fourth Member : _____、

第 5 成員 Fifth Member : _____

七、本協議書於得標後列入契約。協議書內容與契約規定不符者，以契約規定為準。協議書內容，非經機關同意不得變更。

This Agreement shall be included in the contract after awarding. If the contents of the Agreement do not comply with the contract, the contents of the contract shall apply. The contents of the Agreement shall not be amended without prior consent of the Entity.

八、本協議書由各成員之負責人或其代理人共同簽署，分別加蓋廠商印信並經公證或認證後生效。

This Agreement shall be effective upon being signed and sealed by the responsible person or his/her proxy of each member, and being notarized or certified by court or notary public.

九、其他協議事項（無者免填）Other matters (optional) :

第 1 成員廠商名稱 Name of First Member :

第 2 成員廠商名稱 Name of Second Member :

負責人（或其代理人）Responsible Person(or proxy) :

負責人（或其代理人）Responsible Person(or proxy) :

地址 Address : _____ 電話 Tel : _____

地址 Address : _____ 電話 Tel : _____

第 3 成員廠商名稱 Name of Third Member :

第 4 成員廠商名稱 Name of Forth Member :

負責人（或其代理人）Responsible Person(or proxy) :

負責人（或其代理人）Responsible Person(or proxy) :

地址 Address : _____ 電話 Tel : _____

地址 Address : _____ 電話 Tel : _____

第 5 成員廠商名稱 Name of Fifth Member :

負責人（或其代理人）Responsible Person(or proxy) :

地址 Address : _____ 電話 Tel : _____

中華民國 年 月 日 Date (Month/Day/Year): _____