

法規名稱：(終)CONTRACT BETWEEN TAIWAN POWER COMPANY AND THE GOVERNMENT OF SAUDI ARABIA CONCERNING THE TECHNICAL COOPERATION OF ELECTRICAL POWER INDUSTRY

終止日期：民國 66 年 05 月 02 日

CONTRACT

This Contract has been made and entered into on 4/5/96 A.H. (corresponding to 3/5/96 A.D.) at the City of Riyadh, Saudi Arabia, between:

- 1 THE GOVERNMENT OF SAUDI ARABIA (Ministry of Industry & Electricity, Electrical Services Department), represented in this Contract by H.E. Dr. G. A.ALGOUSSAIBI, Minister of Industry and Electricity, referred to hereinafter as the "Ministry" (First Party).
- 2 TAIWAN POWER COMPANY, 39 East Hopping Road, Section 1, Taipei 106, Republic of China, represented in this Contract by Mr. C. Y. Yang, Board Chairman, referred to hereinafter as the "Company" (Second Party).

Preamble:

Whereas the Ministry, for the purpose of achieving its obligations proposes to study, design and execute various programs & projects and prepare the necessary specialized studies in the field of electricity industry in the Kingdom of Saudi Arabia for the purpose of developing this industry and the electrification of all parts of the Country.

And motivated by the desire to increase technical cooperation between the Kingdom of Saudi Arabia and the Republic of China for the reinforcement of the Ministry machinery through the use of Chinese experience in various field of the electrical power industry.

And in accordance with His Majesty's consent per the letter of His Excellency the Chief of the Council of Ministers Bureau No. 6708 dated 14.3.1396 to His Excellency the Minister of Industry and Electricity.

The two parties agree as follows:

Article-1:

The Company undertakes to delegate a power mission to the Ministry to work in the various fields of the electrical power industry of the Kingdom.

Article-2:

The mission shall be composed of members of the following categories:

A Five (5) Experts with four (4) supporting staff, including one (1) draftsman, two (2) surveyors and one (1) Secretary/Typist.

B A number of Engineers, as per the requirements of the Ministry .

C A number of short term Consultants to be dispatched by the Company to the Ministry from time to time at the request of the Ministry.

D A number of technicians to be dispatched by the Company to the Ministry from time to time at the request of the Ministry. Number and qualification of members of categories B, C and D shall be determined in accordance with the work requirements, and shall be mutually agreed upon by both parties from time to time.

Article-3:

Category A members shall be assigned to work in the Ministry on any assignment which may be made by the Ministry from time to time. Their period of services shall be in principle equal to the period of this Contract.

Article-4:

Category B members shall be assigned to supervise the construction, installation, testing and commissioning of the various electrical power projects undertaken by the Ministry. Their period of services shall be in principle equal to the period of this Contract. The method of supervision shall be either by stationing at work sites or by making routine visits to various construction sites, as suggested by the Ministry.

Article-5:

Category C members shall be assigned to offer Consultation to t-

he Ministry on specific problems as may be encountered thereby. Their period of services shall be determined in accordance with requirements of the Ministry.

Article-6:

Category D members shall be assigned to carry out the installation of certain specific projects undertaken by the Ministry. All necessary equipment and tools shall be provided by the Ministry.

Article-7:

The Ministry has the right to require the replacement of any of the Mission members for any reason it deems fit for the interest of the work. The Company may also replace any member (s) with prior concurrence of the Ministry.

Article-8:

The Ministry shall provide the Mission with all data information and statistics required thereby for the implementation of its assignments.

The Mission shall be committed to maintain the secrecy of all information and data submitted thereto, and pledges not to divulge to any other party the contents of reports submitted by it to the Ministry with respect to any subject it is assigned to study

.

All papers, documents and reports related to the Ministry activities shall be considered as the property of the Ministry and they may not be handed over to any other Organization or person without the prior written approval to this effect by the Ministry.

The Mission shall not retain any of the said, papers, documents and reports after the expiry or termination of this Contract for any reason whatsoever.

Article-9:

The Ministry shall pay the Company for each Mission member despatched to work under this Contract according to the rates stipulated in the Appendix.

These rates include the salary, housing and overseas allowances, extra work, insurance and sundry expenses.

For categories A and B members, air fares for travelling between Riyadh and Taipei are included in the rates stated in the Appendix.

For categories C and D members, air fares are not included in the payment rates on the Appendix. The Ministry shall pay for the Taipei/Riyadh/Taipei air-way tickets for them only in case their term of work at the Ministry is less than one year.

All travelling shall be by economy class air transport, and shall be by the most expeditions route.

When their services last, for one year or longer, the air fares are included in the payment rates specified in the payment rates specified in the Appendix.

Taxes collectable on the said amount under laws and regulations in force in the Kingdom shall be borne and settled by the Ministry to the Zakat and Income-Tax Organization.

The members have no rights, for any reason whatsoever, to claim any amount other than the above amounts, unless otherwise specified in this Contract.

Article-10:

In case any Mission member is deputised on an official assignment outside of Riyadh, the Ministry shall pay him the following:

- 1 For assignments inside the Kingdom: Fifty U.S. Dollars or the equivalent per each night or for any single day, if the deputisation is for one day only.
- 2 For assignments outside the Kingdom: One hundred U.S. Dollars or equivalent per each night or for one day only.
- 3 Two-way first class tickets or any expenses paid by the Mission member for any other means of transport he has used for the purpose of implementing his assignments. If the travelling is outside the Kingdom, the ticket provided shall be on economy class.

The Ministry shall pay no transport expenses in case Mission member uses one of the cars secured by the Ministry.

For field assignment inside the Kingdom of more than 15 days the Engineers and technicians shall be entitled to a field al-

allowance of twenty-five (25) per cents of their salary as set out in the Appendix to be paid to them by the Ministry, and in such a case no deputation allowance shall be paid.

Article-11:

The Ministry shall offer each of categories A and B Mission members during the term of this Contract a total of one month's leave with full pay. The dates of such leaves shall be determined by prior approval of the Ministry, provided that this shall not lead to any other financial obligation thereto.

Article-12:

The Ministry shall make available for the Mission, through private contracting an auxiliary staff of two (2) translators and one (1) Farash as well as other requirements necessary for the work.

Article-13:

The Ministry shall secure furnished offices and all necessary engineering and office materials, tools and equipment required by the Mission.

Article-14:

On arrival of each Mission member of Categories A and B, the Ministry shall make an advance payment to the Mission equal to two (2) months contracted payment of that member. This advance payment shall be refunded to the Ministry on the following two (2) months with an equal amount on each month.

Article-15:

The Ministry shall provide the Mission with motor-cars and drivers and shall bear the expenses related to the operation and maintenance thereof. These cars may be used by the Mission within official working hours and at other times as well.

Article-16:

The Ministry, at any time and for any reason it deems fit, has the right to cancel this Contract provided that this cancellation has been notified to the Company in writing, in which case the Contract shall be considered cancelled sixty days as from the date of the said notification.

The Ministry has the right to immediately cancel the Contract, provided that in this case it shall pay the Company at the notification of cancellation a total amount equal to one economy class air fare, by the most expedient routes, with twenty (20) kg. excess baggage allowance from Riyadh to Taipei for each member of categories A & B of the Mission.

In such case, the Mission shall have to surrender to the Ministry all papers, equipment or documents previously given to them under this Contract. They shall also have to surrender all work they have completed up to the date of cancellation.

Article-17:

The Mission members shall not work at any other party or render it any services or assistance, whether paid or unpaid, otherwise an amount equivalent to what they obtained shall be deducted from their salaries.

Article-18:

The duration of this Contract is one year commencing from 22.3.1396. The Contract shall be renewed per notification by the Ministry to the Company sixty days prior to the expiration date. In the meantime, the Company has the right to express its desire in Non-Renewal of Contract. The dates and time periods referred to in this Contract relate to the Um Al-Qura Hijrah Calendar.

Article-19:

The Mission members shall be subject to laws and regulations in force in Saudi Arabia and will accord at all times full respect of the Country's Islamic Religion, Customs, Traditions and Behaviour.

Article-20:

The Company shall assert neither it nor of its Mission members assigned to work under this Contract has any relation with Israel or its interest.

Article-21:

Any dispute or controversy of any sort arising between the two Parties out of or related to this Contract and cannot be settled by mutual consent, shall be referred to the Grievance Board. The

decision of the Board shall be final and binding to both Parties

.

Article-22:

All correspondence exchanged between the two parties shall be in Arabic and English Languages. However, except for technical terms and expression where English language shall be used.

Article-23:

This Contract has been made in Arabic, and English language in four (4) copies. Each party shall retain one copy and the other copies shall be transmitted to the Organizations concerned as per Laws and Regulations in force in the Kingdom of Saudi Arabia.

First Party

For the Kingdom of Saudi Arabia

(Signed)

G. A. ALGOUSSABI

Minister of Industry & Electricity.

Second Party

Taiwan Power company

(Signed)

C. Y. Yang

Board Chairman.

APPENDIX

PATES OF PAYMENT TO COMPANY

A Experts	US\$ 2540 per man/month.
Supporting Staffs	US\$ 1500-1800 per man/month.
B Engineers	US\$ 2140 per man/month.
C Short Term Consultants	US\$ 4500 per man/month.
D Technicians	US\$ 1500-1900 per man/month.

Agreement shall be reaches between the Ministry and the Company as to the salaries of the supporting staff (Item A) and Technicians (Item D) according to their relevant qualification and experience.



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