

Announcement of Invitation to BidDate: **August 30, 2023**

1. Invitation to Bid No.: **0090061121**. This tender is subject to the Government Procurement Act (hereinafter referred to as the “Act”)
2. Tendering Entity: Department of Fuels, Taiwan Power Company (hereinafter referred to as “Taipower”)
3. Address of Taipower: 9th Fl., No. 242, Section 3, Roosevelt Road, Taipei City 100208, Taiwan, R.O.C.
4. Summary of the description and quantity of the subject of Procurement: Taipower’s procurement of Quality Assurance Services at loading ports.
5. Location for Contract performance: Coal loading ports in Indonesia, Australia, Russia, Mainland China, Canada, Colombia, South Africa, and Latvia.
6. Duration for Contract performance: Two years from Nov. 17, 2023.
7. Category of Procurement: Professional services
8. Any option for further procurement in future: No
9. Article of Government Procurement Act adopted: Subparagraph 9, Paragraph 1, Article 22 of Act
10. Whether Bidding documents has been made available for public viewing prior to the Bidding procedure: Yes
11. Whether electronic acquirement of Bidding documents is adopted: Yes
12. Whether electronic submission of Bid is adopted: No
13. Status of Tender: First time Limited Tendering Procedure
14. Contact information
Department of Fuels, Taipower
Contact Phone: +886-2-2366-6727
Contact Fax: +886-2-2367-0597
Contact Email address: d0090706@taipower.com.tw
15. Budget amount: US Dollars \$1,520,000.
16. Bid Due Date for receiving Bid: **September 26, 2023 17:00** (Taipei time).
17. Place for receiving Bid: 9th Fl., No. 242, Section 3, Roosevelt Road, Taipei City 100208, Taiwan, R.O.C.
18. Time for Bid Opening: **September 27, 2023, 9:30** (Taipei time).
19. Place for Bid Opening: Meeting room No. 908 of Department of Fuels.
20. Language to be used in Bid: English.
21. Amount of Bid bond: Not required
22. Award procedures adopted: Not a multiple award; Government estimate is set for the procurement and Contract is to be awarded by the lowest Tender.
23. Summary of Bidder’s qualification requirements:
Bidder must be a company, and engage in draft survey and quality assurance services for steam coal. Bidder must provide the Certificate or documentary evidence demonstrating its experiences of performing Quality Assurance Services for not less than forty-two (42) vessels in single services contract or not less than one hundred and six (106) vessels in all services contracts in the five (5) years preceding the time-limit for receiving Bid as specified in Article 16 of this Announcement of Invitation to Bid, except for the supplier(s) who has been supplied similar services to Taipower.
24. Price and payment for Bidding documents: Free of charge.
25. Acquirement of Bidding documents from: Please contact Taipower by phone, fax or Email address mentioned above or from web site <http://www.taipower.com.tw/tc/page.aspx?mid=129> or <http://web.pcc.gov.tw/> to download relevant information.

Instructions for Bidding**Invitation to Bid No.: 0090061121**

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. Subject of this procurement: Quality Assurance Services at Loading Ports
3. This is a professional service procurement.
4. This is a large procurement.
5. This procurement is not an inter-entity supply contract.
6. Budget for this procurement: US Dollars \$1,520,000.
7. Estimated value for this procurement: US Dollars \$1,520,000.
8. Superior entity: Ministry of Economic Affairs
9. According to Article 75 of the Act, the entity which handles the protest is as follows:
Taiwan Power Company (hereinafter referred to as “Taipower”), Department of Fuels
9th Fl., No. 242, Section 3, Roosevelt Road, Taipei City 100208, Taiwan, R.O.C.
Tel: +886-2-2366-6720, Fax: +886-2-2367-0597.
10. 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 and mediation of Contract disputes (no value limitation) filed by suppliers:
Complaint Review Board for Government Procurement, the Procurement and Public Construction Commission of the Executive Yuan
9th Fl., No. 3, Songren Road, Taipei City 110207, Taiwan, R.O.C.
Tel: +886-2-8789-7548; Fax: +886-2-8789-7554.
11. This procurement is undivided.
12. In compliance with Subparagraph 9, Paragraph 1, Article 22 of the Act, the Limited Tendering Procedures will be applied.
13. A government estimate is set for this tender and will be disclosed publicly after Contract award.
14. Taipower contemplates that Contract award will be made to the eligible Bidder whose quoted price is within government estimate. If the eligible bidder’s quoted price exceeds the government estimate, the price reduction procedure will be applied. However, such price reduction shall not be more than three (3) times.
15. Whether this procurement is pursuant to the requirements set forth in a treaty or an agreement to which this nation is a party: Not applicable.
16. This procurement is not on a turn-key (design-build) basis.
17. Joint Bid by Bidders is not permitted.
18. The bidder shall not use electronic devices to transmit its bid before the Bid Due Date.
19. Where a bidder has question(s) about the contents of the bidding documents, the deadline for the bidder to raise question(s) to the Entity in writing shall be: September 12, 2023 (Taipei time).
20. The deadline for the Entity to issue a written reply to question(s) raised by the bidder as mentioned in the preceding Section shall be: September 18, 2023 (Taipei time).
21. In compliance with Paragraph 3, Article 33 of the Act, Bidder is permitted to amend or supplement its Bid before the Bid opening as long as such amendment or supplement does not involve the essential parts of the Contract.
22. According to Article 35 of the Act, this procurement does not allow a supplier to submit alternatives.
23. The validity period of the tender: from the time of submitting tender to seventy-five (75) days after tender opening. In the event that this procurement cannot be awarded during the validity period stated above, Taipower may request the Bidder to extend the validity period of the tender, if necessary.
24. The Bid shall be submitted in one (1) original, five (5) copies and one (1) electronic copy.
25. Language to be used in Bid: English.
26. Time for Bid Opening: **September 27, 2023, 9:30** (Taipei time).

27. Place for Bid opening: Meeting room of Department of Fuels
28. The number of persons attending the Bid Opening shall not exceed two (2) for each Bidder.
29. This procurement is not a multi-step Bid opening.
30. The Bid bond and the performance guarantee bond are not required.
31. This procurement is not a multiple award contract.
32. This procurement is awarded on total price basis.
33. Where the Contract cannot be awarded, may the Entity award the Contract through negotiation pursuant to Article 56 of the Act: No.
34. Any option for further procurement in future: No
35. The Act applies to this procurement: Without any exception.
36. The basic qualification for Bidders shall meet the following requirements:

Bidder must be a company that engage in draft survey services and quality assurance services for steam coal.

Bidder shall provide the documents of its company, including certificate of incorporation or certificate of business registration or certificate to commence business or certificate of the registration of a company, or contract of retention in photo copies. Bidder shall also provide the information to demonstrate its experience in performing the comparable work in connection with quality assurance service and draft survey service. In addition, Bidder shall provide a list of its subcontractors, if any.
37. The specific qualification for Bidders interested in submitting a Bid shall meet the following requirements:

Bidder must provide the Certificate or documentary evidence demonstrating its experiences of performing Quality Assurance Services, in the five (5) years preceding the time-limit for receiving Bid as specified in Article 16 of Announcement of Invitation to Bid, for not less than forty-two (42) vessels in single contract or not less than one hundred and six (106) vessels in all contracts, except for the Bidder who has supplied similar services to Taipower.
38. If the qualification documents submitted by Bidder are in photocopies, the original copies shall be submitted upon Taipower's request for inspection. If it is proved that the qualification documents are forged or altered, then the Article 50 of the Act shall be applied.
39. The signature of the Bidder's authorized representative shall be certified as authentic by a notary public or similar official entity in the Bidder's country authorized to certify signatures as authentic. Such certification shall be in English language.
40. The scope of work, function, purpose, specification, standard, quantity, or job site of the professional superintendent service of this procurement is as described in Article 2 and Article 3 of General Terms and Conditions.
41. Prices for this procurement shall be quoted in US Dollars.
42. The Bidding documents includes (1) Announcement of Invitation to Bid; (2) Instructions for Bidding; (3) Quality Assurance Services Proposal form; (4) Price Proposal form; (5) Bidder's Certificate; (6) General Terms and Conditions; and (7) Contract Agreement Form.
43. Bidder shall provide (1) Quality Assurance Services Proposal; (2) Price Proposal; (3) Power of Attorney (POA); (4) Qualification Documents as specified in Section 36 and 37 of this instruction; (5) Bidder's Certificate; and (6) other required documents as specified in Section 45 of this instruction, properly filled out and sealed in an envelope. No Proposal should be filled out by pencil. Bidder shall seal its bid in a single envelope marked the name, the address of the Bidder, the Invitation to Bid number and the subject of this procurement.
44. Bid should be delivered by mail, courier or hand delivery and arrived at the following address before **September 26, 2023 17:00** (Taipei time):

Address: 9th Fl., No. 242, Section 3, Roosevelt Road, Taipei City 100208, Taiwan, R.O.C.
45. The Bidder's Quality Assurance Services Proposal will be reviewed by a procurement evaluation committee. The factors to be taken into account and the weight of each factor are as follows:
 - (1) Evidence of Bidder's professional experience in performing the comparable work: 20%;

- (2) Previous experience in performing the comparable work, and specialty of the project managers in Indonesia (50%), Australia (40%), and Others (10%): 15%;
- (3) Previous experience in performing the comparable work, and specialty of the work forces in Indonesia (50%), Australia (40%), and Others (10%): 15%;
- (4) Total Bid price: 40%; and
- (5) Soundness of proposal and familiarity with this project: 10%.

The aforementioned Others include Canada, Colombia, Latvia, Mainland China, Russia, and South Africa.

If the total weighted points of a Bidder given respectively by more than one half of the members of the procurement evaluation committee are less than seventy (70), the Bidder shall be disqualified from being a winning Bidder and thus shall not be given Sum of Ranking and Priority of Price Negotiation.

The selection of the winning Bidder shall be in accordance with the approach of ranking method as specified in the Bidding documents. The evaluation result made by the procurement evaluation committee shall be determined by the concurrence of the majority of the procurement evaluation committee and be submitted to the authorized head of Taipower for approval.

46. The price negotiation and Contract award between Taipower and the winning Bidder shall be conducted by one of the following methods:
 - (1) Only one winning Bidder is selected, price negotiation shall be followed.
 - (2) Two or more Bidders are selected, price negotiation shall be conducted in a sequence according to the ranking of the Bidders, commencing from the Bidder which attains the first ranking. In the event where two or more Bidders are of the same ranking, the Bidder with the lowest Bid price shall have priority in the price negotiation. If the Bid prices are still equal, the Bidder that attains a highest weighted point on the evaluation item that has been assigned the highest weight shall be given the first priority to conduct negotiation. If the weighted points on the evaluation item that has been assigned the highest weight are still equal, the Bidder to be given the first priority to conduct negotiation shall be determined by drawing lots.
47. A government estimate will be set for the tender in terms of total estimate contract price. Bidder's quoted price will be converted to the same basis when comparison ("Bid Price"). Taipower contemplates that Contract award will be made to the eligible Bidder whose total Bid Price is the lowest and does not exceed the government estimate. If the Bid Price accepted by Taipower is subject to price re-offer, the Unit Price of each item will be adjusted proportionally to the nearest whole number.

If the Bid Price quoted by the first priority Bidder exceeds that of the government estimate, then a price negotiation becomes necessary. Taipower may iteratively request the first priority Bidder to reduce his Bid Price if the Bid Price still higher than that of the government estimate until the first priority Bidder is unwilling to further reduce his price or such price reductions exceed three (3) times. If the final reduced Bid Price still exceeds the government estimate, Taipower may turn to the second priority Bidder and repeat the process of price negotiation as mentioned above. If all Bidder's final reduced Bid Price still exceed the government estimate after following the procedure set forth in the foregoing, Taipower may announce the Tender aborted.
48. The Bidder whose Bid is accepted shall, within ten (10) days after the award of Contract, enter into Contract Agreement with Taipower and furnish other documents if required. In the case of discrepancy between the total Bid Price and the sum of the prices of each item as quoted by the successful Bidder, the lower amount thereof shall be used as the award price. In the case of discrepancy between the amount expressed in words and that in numbers, words will prevail over numbers.
49. Bidder and its affiliates, if the Contract is awarded, shall neither act on behalf of Taipower's coal producer nor act independently in conducting any Quality Assurance Service or quantity and/or quality inspection service for Taipower's coal shipment. If any violation is found after the award of Contract or during the period of Contract performance, Taipower may revoke the award, terminate or

rescind the Contract, and claim against any damages and loss incurred therefrom, including but not limited to, cost of Taipower's procurement of substitute service and any price differential.

50. By participating in the Tender, each Bidder agrees and acknowledges that in no event shall it be entitled to make a claim of any kind against Taipower or Taipower's officers, employees, or consultants arising out of, relating to, or in any way connected with the Bid or Taipower's consideration thereof.
51. It is Taipower's policy that Bid opening, evaluation and Contract award shall be conducted in conformity with relevant laws, rules and regulations. If it believes there has been non-conformity in relation to this Invitation to Bid, Bidder may contact:
- (1) Department of Civic Service Ethics, Taiwan Power Company
11th Fl., No. 242, Section 3, Roosevelt Road, Taipei City 100208, Taiwan, R.O.C.
Tel: +886-2-2366-6505/+886-2-2366-7364
 - (2) Investigation Bureau, Ministry of Justice
Xindian Dist., P.O. Box 60000
No. 74, Zhonghua Rd., Xindian Dist., New Taipei City 231209, Taiwan, R.O.C.
Tel: +886-2-2917-7777; Fax: +886-2-2918-8888
 - (3) Taipei office of Investigation Bureau, Ministry of Justice
Taipei City P.O. Box 60000
No. 176, Sec. 2, Keelung Rd., Da-an Dist., Taipei City 106229, Taiwan, R.O.C.
Tel: +886-2-2732-8888
 - (4) Agency Against Corruption, Ministry of Justice
No. 166, Bo'ai Rd., Zhongzheng Dist., Taipei City 100006, Taiwan, R.O.C.
Taipei City P.O. Box 14-153
Tel: +886-800-286-586; Fax: +886-2-2381-1234
52. In accordance with Article 108 of the Act, the ROC central government has established procurement control units to monitor and supervise procurement affairs. The address, telephone and fax number of such units in the ROC central government are as follows:
- (1) Public Construction Commission of Executive Yuan, R.O.C.
9th Fl., No. 3, Songren Road, Taipei City 110207, Taiwan, R.O.C.
Tel: +886-2-8789-7548; Fax: +886-2-8789-7554
 - (2) Ministry of Economic Affairs
No. 15, Fuzhou Street, Zhongzheng Dist., Taipei City 100210, Taiwan, R.O.C
Tel: +886-2-2397-1592; Fax: +886-2-2397-1593
53. Matters not provided for hereunder shall be governed by the Act and government procurement related regulations promulgated by the competent authority.
54. A Bidder may subcontract parts of the Contract to other suppliers. For a part of the qualification requirements with which a Bidder shall meet, the Bidder is permitted to submit a subcontractor's qualification for the part to be subcontracted. The subcontractor and the subcontracted part prescribed in the preceding paragraph shall not be changed after Contract award, unless it is necessary to do so under special circumstances and at Taipower's approval. In such event, the qualification owned by the new subcontractor shall not be inferior to that of the original subcontractor.

Quality Assurance Services Proposal Form

Tender's Name : Quality Assurance Services at Loading Ports

Invitation to Bid No.: 0090061121

(Bidder shall prepare the Proposal in accordance with the requirements set forth in the Sections 36, 37, 38, 39, 40, 45, 49 and 54 of the Instructions for Bidding.)

Price Proposal Form

Tender's Name: Quality Assurance Services at Loading Ports

Invitation to Bid No.: **0090061121**

Price on US Dollars

Part A - Service of superintendent of quality assurance at loading port - Panamax				
Item	Location	Quantity	Unit Price	Total Price
1	Grogot, Balikpapan, Samarinda in Indonesia	46		
2	Sangatta, Bontang, Berau in Indonesia	45		
3	Banjarmasin, Kotabaru, Batulicin, Pulau Laut, Asam-Asam in Indonesia	6		
4	Tarakan, Nunukan in Indonesia	4		
5	Lampung, Palembang in Indonesia	3		
6	Newcastle, Port Kembla in Australia	48		
7	Abbot Point, Hay Point, Dalrymple Bay, Gladstone in Australia	39		
8	Brisbane in Australia	2		
9	Qinhuangdao, Huanghua, Rizhao, Jing Tang, Tianjin port, Yantai, Lianyungang in Mainland China	1		
10	Vanino, Vostochny, Shakhtersk, Murmansk, Ust-Luga, Taman in Russia	1		
11	Huanghua and Tianjin port (two-port loading) in Mainland China	1		
12	Puerto Drummond, Puerto Bolivar, Puerto Nuevo, Puerto Prodeco, Buenaventura, Puerto Brisa in Colombia	7		
13	Richards Bay in South Africa	4		
14	Westshore, Roberts Bank, Ridley in Canada	2		
15	Ventspils Port in Latvia	3		
Subtotal:		212		
Service of draft survey supervision				
16	Indonesia	104		
17	Australia	89		
18	Russia	1		
19	Mainland China	2		
20	Canada	2		
21	Colombia	7		
22	South Africa	4		
23	Latvia	3		
Subtotal:		212		

Part B - Service of superintendent of quality assurance at barge loading jetty				
Item	Specification	Quantity	Unit Price	Total Price
24	one shipment	82		
Subtotal:		82		
Bid Price (numeric figures and in words):				

Part A - Service of superintendent of quality assurance at loading port - Cape Size	
Location	Ratio
Grogot, Balikpapan, Samarinda in Indonesia	
Sangatta, Bontang, Berau in Indonesia	
Banjarmasin, Kotabaru, Batulicin, Pulau Laut, Asam-Asam in Indonesia	
Tarakan, Nunukan in Indonesia	
Lampung, Palembang in Indonesia	
Newcastle, Port Kembla in Australia	
Abbot Point, Hay Point, Dalrymple Bay, Gladstone in Australia	
Qinhuangdao, Rizhao, Tianjin port, Yantai, Lianyungang in Mainland China	
Vanino, Vostochny, Murmansk, Ust-Luga, Taman in Russia	
Puerto Drummond, Puerto Bolivar, Puerto Nuevo, Puerto Prodeco, Buenaventura, Puerto Brisa in Colombia	
Richards Bay in South Africa	
Westshore, Roberts Bank, Ridley in Canada	
Ventspils Port in Latvia	

The above-mentioned Part A, Part B, and Service of draft survey supervision are corresponding to Article 2 and Article 3 in General Terms and Conditions.

The Price Proposal shall be prepared by Bidder according to the followings:

1. Bidder shall quote its unit price and ratio for each item separately. Bid Price is the sum of total price of Part A of Panamax, Part B, and Service of draft survey supervision. Failure to do so will result in the disqualification of the Bidder.
2. The quantity shown in the above is an estimate and is used to calculate the Bidder total price for award the Contract only; such quantity shall not be deemed as a guarantee by Taipower.
3. If the sum of unit price is inconsistent with the total price, then the lower one shall be applied.
4. The unit price of each Cape Size vessel is the unit price of a Panamax vessel at the corresponding location multiplied by its ratio.
5. Place at which service to be rendered: Indonesia, Australia, Russia, Mainland China, Canada, Colombia, South Africa, and Latvia.
6. The Service mentioned in the above price includes the Service of that port and its anchorages and/or terminals.

Bidder

Company Name: _____

By: _____ **(Authorized Signature)**

Name: _____

Title: _____

Date: _____

TAIWAN POWER COMPANY

Invitation to Bid No.: 0090061121

BIDDER: _____

Bidder's Certificate

In order to comply with the requirements of the R.O.C. Government Procurement Act (hereinafter refer to as the "Act"), the undersigned Bidder hereby certifies that:

1. its business items comply with relevant requirements of the R.O.C. Corporate Act or the Business Registration Act, which make it enable to legally perform the Contract after being awarded the Contract.
(applicable to local bidder registered in Taiwan, Republic of China only)
2. (a) the Bidder does not submit two or more bids;
(b) the Bidder and another Bidder are not branch offices of the same company; and
(c) the Bidder and its branch office do not submit bids respectively.
(Article 33 of the Enforcement Rules of the Act).
3. it is neither a R.O.C. political party nor affiliated to a R.O.C. political party.
(Paragraph 1, Article 38 of the Act)
4. The responsible person or partner of the Bidder is not at the same time either the responsible person or partner of the planning or design consultant, construction contractor or supplier.
(Paragraph 2, Article 39 of the Act) **【not applicable】**
5. The Bidder is not an affiliated enterprise of the planning or design consultant or construction contractor or supplier. Note: Any of the above-mentioned parties shall not be the same of affiliated with each other.
(Paragraph 3, Article 39 of the Act) **【not applicable】**
6. it shall not induce Taipower to constitute a contract by giving others commission, percentage of the contract price, brokerage, kickback, or any other improper benefits.
(Paragraph 1, Article 59 of the Act)
7. it is not prohibited from participating in Tendering, or being awarded a contract within the period of time published in the Government Procurement Gazette;
(Paragraph 1, Article 103 of the Act and Paragraph 1, Article 38 of Enforcement Rules of the Act)
(Remark: Before submitting the bids, Bidders shall visit the web site: <http://web.pcc.gov.tw> to verify that it (including head office and branch) and/or its subcontractor is (are) not prohibited from participating in Tendering or being awarded.)
8. Under this procurement, the bidder is not a public servant or his related persons pursuant to Articles 2 & 3 of the Act on Recusal of Public Servants Due to Conflicts of Interest.
9. Please check one: (Article 97 of the Act) (applicable to local bidder registered in Taiwan, Republic of China only)
 - it is registered in accordance with the R.O.C. Corporate Act or the Business Registration Act) and it is a small and medium enterprise ("SME") as recognized by the R.O.C. SME Development Statute.
 - it' s registered in accordance with the R.O.C. Corporate Act or the Business Registration Act. However, it' s not a small and medium enterprise as recognized by the R.O.C. SME Development Statute. After being awarded, the followings are the items and amounts to be subcontracted to other small and medium enterprises

TAIWAN POWER COMPANY

Invitation to Bid No.: 0090061121

BIDDER: _____

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as recognized by the R.O.C. SME Development Statute:

Item _____ Amount _____

Item _____ Amount _____

Item _____ Amount _____

Total Amount _____

Note: The term "SME" as used in the Standards for Identifying Small and Medium-sized Enterprises shall mean an enterprise conforms to the following standards:

. The enterprise is lawfully established or business registered and has its paid-in capital of TWD100,000,000 or less, or the number of its regular employees is less than 200.

10. Please check one: (Article 98 of the Act, Article 107 and 108 of the Enforcement Rules of the Act)

 it doesn't hire more than 100 employees in R.O.C.

it hires more than 100 employees in R.O.C., and the number of employees in R.O.C. is _____; the number of its employees who are physically and/or mentally handicapped is _____ which shall be more than 1% of the total number of employees during the term of contract performance, and the number of the aborigines is _____ which shall also be more than 1% of the total number of employees during the term of contract performance; otherwise, it shall pay a fee in substitute and shall not hire foreign laborers in substitute.

11. Not Applicable.

12. Not Applicable.

13. it is an individual or a registered organization of the aborigines. After being awarded, the followings are the items and amounts to be subcontracted to individual or a registered organization of the aborigines: (If no items or amount apply, "0" may be filled out.) (applicable to local bidder registered in Taiwan, Republic of China only)

Item _____ Amount _____

Item _____ Amount _____

Total Amount _____

Note: In order to comply with the requirements of the Act, any bid submitted without this requested certificate will be rejected.

Bidder

Company Name: _____

By: _____ (Authorized Signature)

Name: _____

Title: _____

Date: _____

For the Procurement of Quality Assurance Services at Loading Ports
Invitation to Bid No.: 0090061121

General Terms and Conditions

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These terms and conditions (“General Terms”), which shall be deemed to be part of the Quality Assurance Services Contract concluded between Taipower and the successful Bidder (the “Contract”), consist of the following Articles:

ARTICLE 1 DEFINITION

- A. “Contract” means the collection of documents set forth in Contract Agreement Section 1.1.
- B. “Contract Price” means the total awarded price of Contract.
- C. “Party” or “Parties” means the Supplier or Taipower or both, as the context may require.
- D. “Services” means the scope of work as defined in Article 2 and/or Article 3.
- E. “Service Fee” means the total price of Services for shipment in question.
- F. “Supplier” means the Bidder whose Bid has been accepted and who has entered into the Contract.
- G. “Working Day” means a business day which is not a Saturday, Sunday, or legal holiday. Otherwise, references to “day” refer to calendar day. As used herein, legal holiday means respectively in the country(ies) of the Supplier or in the R.O.C. a day on which employees of the Supplier or Taipower are excused from work with pay pursuant to an applicable law, regulation or order.

ARTICLE 2 SCOPE /PROCEDURES OF QUALITY ASSURANCE SERVICES

Supplier and/or its subcontractor under the Contract shall be licensed by local competent authorities of loading port country in order to perform the Services assigned by Taipower.

Taipower will give instructions to Supplier with respect to the scope of work designed on a shipment by shipment basis. Supplier will act in the capacity as agent for Taipower.

Supplier shall provide the following Services:

Part A: Quality Assurance Services of Vessel

- Prior to Commencement of Vessel Loading:
 - i. Inspect the sampling station to verify that the sampling systems are clean and functioning properly.
 - ii. Inspect the coal cargo at stockpiles, barges or railcars; such as visual inspection for particle size, contamination, foreign material, physical characteristics (including, but not limited to, moisture) and indication of heating.
 - iii. Prevent the sticky coal, oversized coal, dusty coal, fine coal, or coal containing a significant amount of impurities, or coal coming from a mine which is not designated in the coal supply contract, from loading into the vessel.
 - iv. Verify that vessel’s holds and hatches are clean and suitable for loading the intended cargo of coal.
- Throughout the Course of Vessel Loading:
 - i. Monitor the sampling operation, including the mechanical sampler, the operative personnel and eventual manual sampling.
 - ii. Monitor the sampling operation, including the functioning of the mechanical sampler and the actions of the operative personnel while conducting mechanical or manual sampling.
 - iii. Record and seal gross samples as soon as each gross sample is collected.
 - iv. Monitor the loading (guard against the loading of contamination).
 - v. Monitor coal temperature.
 - vi. In the event of bad weather, see that the hatches are closed in a timely manner.
 - vii. Monitor the trimming work.
- Sample Preparation:
 - Supervise the entire preparation process from beginning to end.

Upon completion of preparation, seal the buyer and umpire sample.

➤ **Verify Umpire Sample:**

In case the umpire sample has to be sent out, verify for Taipower that samples which constitute the umpire sample are untouched and sent out properly.

Part B: Quality Assurance Services of Barge

Prior to Commencement and Throughout the Course of Barge Loading at Jetty (if barge transshipment is required for Indonesia coal shipment and Supplier is instructed by Taipower):

- i. Inspect the coal cargo at stockpiles and/or barges such as visual inspection for particle size, contamination, foreign material, physical characteristics (including, but not limited to, moisture) and indication of heating.
- ii. Prevent the sticky coal, oversized coal, dusty coal, fine coal, or coal containing a significant amount of impurities, or coal coming from a mine which is not designated in the coal supply contract, from loading into the barges.
- iii. Supplier shall witness and inspect (including the weight and quality of each barge) the coal cargo during barge loading at jetty through the transit to the vessel.

If Supplier suspects that the coal cargo does not come from the mine as designated in the coal supply contract, Supplier shall request the coal seller to provide supporting documents (in the case of barges, e.g., B/L of each barge to be loaded into vessel) for verification. After verification, if Supplier determines that the coal cargo does not come from the designated mine, Supplier shall provide solid evidences including statement and photos to justify its determination. In addition, Supplier shall use his best efforts to prevent such situation to occur and requests the coal seller to stop loading and/or take necessary corrective actions on the spot (in the case of barges, including replacement of the barges).

The above work shall be conducted around-the-clock by one man per shift with at least two shifts per day.

During the loading, Supplier shall keep Taipower informed of the progress of loading of each vessel and/or barge and immediately advise Taipower of any problems that may occur. To the extent that Supplier is able to do so, he shall use his best efforts to cause necessary corrective actions to be taken on the spot.

Supplier shall forward via courier, fax or email a detailed report for each vessel along with the statement of facts, and photographs of any abnormal conditions to Taipower within three (3) Working Days after completion of loading of such vessel. The report to be received at the earliest shall be governed.

ARTICLE 3 SCOPE / PROCEDURES OF DRAFT SURVEY SUPERVISION SERVICES

If instructed by Taipower, Supplier will observe the opening and closing draft readings in conjunction with the nominated marine surveyor and ensure that all soundings are taken and duly recorded. All measurements/sounding/calculations will be verified for correctness and a draft survey report shall be issued.

ARTICLE 4 PAYMENT

Supplier will invoice Taipower on a monthly basis for Services rendered under the Contract at the price rates specified in the Contract Agreement. Taipower will make the payment by Telegraphic Transfer to the Supplier's bank account within ten (10) Working Days after receipt of the valid invoice and the report(s) described in Article 2 and Article 3, as the case may be. Banking charges for payment made in Taiwan shall be for Taipower's account. Any banking charges incurred outside of Taiwan shall be for Supplier's account.

ARTICLE 5 TAXES

Supplier shall be responsible for all taxes, customs, duties, tariffs, fees or other charges, if any, imposed

by the government(s) other than the Government of the Republic of China.

Taipower shall pay on Supplier's behalf or reimburse Supplier for all taxes, customs, duties, tariffs, fees or other charges imposed on Supplier by the Government of the Republic of China or any department or divisions thereof in connection with the performance of any Services hereunder. Supplier shall include in the invoiced amount such taxes, customs, duties, tariffs, fees or other charges due to Supplier. Upon Taipower's request, Supplier shall provide a statement for Taipower to apply for tax exemption or reduction in favor of Taipower.

ARTICLE 6 DELAY

If the Supplier fails to forward report within three (3) Working Days after completion of loading, the Supplier shall pay to Taipower the liquidated damages at a rate of three (3) percent per day of the Service Fee. The accumulated liquidated damages may exceed the Service Fee. In no event shall the associated liquidated damages under this Article exceed twenty (20) percent of the Contract Price. Taipower may deduct the liquidated damages from the Service Fee of the monthly invoice directly.

A fraction of a cent in the calculation of the amount of liquidated damages shall be rounded up to a cent if such fraction is one-half of a cent or more, and shall be rounded down otherwise.

ARTICLE 7 FORCE MAJEURE

7.1 Events Constituting Force Majeure

Neither Party hereto shall be liable for any delay or failure in the performance of its obligations under the Contract if and to the extent that such delay or failure is directly caused by any event of Force Majeure. The expression "Force Majeure", as used in the Contract, means cause(s) not reasonably foreseeable in normal planning, not avoidable using reasonable diligence, and not within the control of the Party or Parties claiming Force Majeure and includes, but is not limited to:

Acts of God, war (declared or undeclared), blockade, riots, revolution, insurrection, civil commotions, mobilizations, strikes, plagues, epidemics, fires, floods, storms, typhoons, earthquakes, landslides, obstruction of navigation at the Port of Loading, acts of government including policy change, orders of any branch or subdivision thereof, acts of public enemies.

7.2 Notices

The Party whose performance of any obligation is directly affected by a Force Majeure event under Section 5.1 shall, as soon as possible after the occurrence thereof, give written notice thereof to the other Party and shall also, within ten (10) Working Days thereafter as well as after the termination of such events, notify the other Party of particulars of the relevant events and supply supporting evidence. The Party affected by Force Majeure shall use best efforts to mitigate the adverse effect thereof on its performance of the Contract, and shall resume, with the least possible delay, performance of its obligations upon cessation of such cause.

7.3 Affected Services

In the event of the occurring of Force Majeure events, the affected party may postpone its performance if performance is delayed thereby, or be released of his obligation to perform if the performance is rendered impossible thereby, provided the accruing of such force majeure event is not attributable to the affected Party.

If the performance is delayed because of such event and is recognized by Taipower, no liquidated damages for delay will be assessed and the term of the Contract shall be extended proportionally.

ARTICLE 8 WARRANTY

In the performance of Services under the Contract, Supplier warrants that he will apply to the work professional personnel having the required skills, experience and competence. Supplier shall perform in accordance with, and exercise the degree of skill and care that is required by applicable American Society

of Testing and Materials Standards (ASTM), British Standards (BS), Australian Standards (AS), International Organization for Standardization (ISO) and other generally accepted professional technical practices and procedures prevailing in the coal industry.

ARTICLE 9 LIABILITY

9.1 The Supplier shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Services. Any occupational injury to Supplier's employees or any injury to third persons and/or any damage to property in performing the Contract shall be solely the Supplier's liability.

The Supplier shall procure necessary and sufficient insurance policy for providing coverage for his risks, responsibilities and obligations under the Contract, including but not limited to, Workmen's Compensation Insurance, General Liability Insurance, etc.

If the Supplier fails to procure the insurance policy in accordance with the requirement in the Contract or if at any time any insurance coverage which the Supplier is required to maintain herewith shall be insufficient to cover any actual losses incurred thereunder, the excess of such losses not so covered or recoverable shall be borne by Supplier.

9.2 The Supplier shall indemnify and hold harmless Taipower and its officers and employees, from all claims, losses, damages, injuries, liabilities, costs, and expenses of whatsoever kind or nature resulting directly from Supplier's performance of the Contract and shall promptly remedy Taipower for all damages and losses incurred therefrom. If failing to do so, Taipower may deduct such loss or damage from the Contract Price. Notwithstanding the above, in no event shall the said loss or damage exceed the Contract Price. Nevertheless, the above limitation of liability shall not apply to claims incurred from (a) Supplier's infringement of intellectual property rights, (b) Supplier's willful misconduct or gross negligence, (c) Supplier's intentional concealment of defects or deficiencies in the Services, or (d) Supplier's wrongful or illegal acts or omissions to the rights or interest of third parties in the course of performance of the Contract.

9.3 Each party hereto shall be liable for its own negligence and/or willful acts constituting wrongs as to third parties, and further agrees to indemnify and hold harmless the non-offending party against any claim of a third party based on such negligence and/or willful misconduct.

9.4 Neither Party shall be liable to the other for consequential damages under or related to the Contract, except that this limitation of liability shall not apply to claims based on (a) Supplier's infringement of intellectual property rights, (b) Supplier's willful misconduct or gross negligence, (c) Supplier's intentional concealment of defects or deficiencies in the Services, or (d) Supplier's wrongful or illegal acts or omissions to the rights or interest of third parties in the course of performance of the Contract.

ARTICLE 10 ASSIGNMENT

Assignment of Services by Supplier is prohibited unless otherwise agreed to by Taipower in writing due to Supplier's reorganization, a bank or insurer sharing a liability with Supplier jointly and severally as the result of performing on a guarantee, a bank exercising its rights as a creditor under a lien created by Supplier, or substantially similar circumstances.

ARTICLE 11 TERMINATION, RESCISSION OR SUSPENSION OF CONTRACT

11.1 In case of any of the following faults or violations of the Contract on the part of the Supplier during the Contract performance, Taipower may notify the Supplier in writing of a termination or rescission of the Contract. The Contract may be terminated or rescinded in part or in whole:

11.1.1 where the Supplier has violated the requirements regarding the project management (service management of the Quality Assurance Services for Taipower's coal supplier and Independent Inspection Company or Draft Survey Services for Taipower's imported coal shipment) as specified in Paragraph 2 or Paragraph 3 of Article 39 of Government Procurement Act;

11.1.2 where the circumstance specified in the first half paragraph of Paragraph 2 of Article 50

- of Government Procurement Act occurred;
- 11.1.3 where the Contract may be terminated or rescinded pursuant to Article 59 of Government Procurement Act, which Supplier and its subcontractor offer to pay or pay to officials or employees of Taipower, any bribe, commission, percentage, brokerage, contingent fee, kick-back, gratuity, entertainment or other improper benefit (“the prohibited payment”);
 - 11.1.4 where the Supplier has violated the requirements regarding the Contract assignment as specified in Article 65 of Government Procurement Act;
 - 11.1.5 where the Supplier or any of his personnel has committed any of the offenses prescribed in Articles 87 to 92 of Government Procurement Act and has been sentenced by a court with a “guilty” verdict;
 - 11.1.6 where the schedule of the Contract performance has been delayed to a serious extent due to a cause for which the Supplier is responsible;
 - 11.1.7 where the Supplier has forged or fabricated documents related to the Contract or Contract performance is proved to be true;
 - 11.1.8 where the Supplier has reduced work or materials without permission to a serious extent;
 - 11.1.9 where the Supplier fails to execute the Contract without any justification;
 - 11.1.10 where the Supplier has neither passed the inspection or acceptance test nor performed as required within the designated time limit;
 - 11.1.11 where the Supplier can not continue to execute the Contract due to his bankruptcy or any other serious event;
 - 11.1.12 where the Supplier has not performed according to the Contract requirements and completed the required correction within ten (10) days after receipt of Buyer’s written notice or within any other time limit designated in such notice; or
 - 11.1.13 where any other event specified in the Contract occurred.

Taipower can take what it deems suitable measures to complete the terminated or rescinded Contract by itself or by another supplier, and the increased costs incurred will be borne by the Supplier when the Contract is terminated or rescinded due to reasons attributable to the Supplier. In addition, Taipower will not be liable for Supplier’s loss incurred therefrom.

- 11.2 If the Supplier's continuous performance of the Contract is against the public interest due to policy change, Taipower may terminate or rescind all or part of the Contract after acquiring approval from superior entity, and compensate the Supplier for any loss resulting there from.
- 11.3 When the Contract has been terminated in accordance with the provision of the preceding paragraph, the subject of procurement completed by the Supplier before receiving notification of Taipower may be paid for according to the Service Fee provided that it is usable. Taipower may select from the following means to deal with the Supplier when only part of the subject of procurement is completed or the part is not useable yet:
 - 11.3.1 Completion by continuous performance and payment according to the Service Fee.
 - 11.3.2 Halting of Services but effecting payment including costs to the Supplier for Services already done and reasonable profits.
- 11.4 Taipower may notify the Supplier at any time to suspend part or all of Contract until improvement and approval to resume Contract performance when the Supplier doesn’t perform the Contract in accordance with the provisions of the Contract.

For circumstances referred to in the preceding paragraph, the Contract shall state that the Supplier shall not request for an extension to the time-limit of Contract performance or an increase in the Service Fee due to temporary suspension.

- 11.5 Taipower may compensate the Supplier for the loss incurred if Taipower notifies the Supplier to

suspend part or all of contract for reasons not attributable to the Supplier.

For temporary suspension referred to in the preceding paragraph, Taipower may, depending on the circumstances, extend the time-limit of Contract performance.

11.6 For breach or violation of Article 11.1.3, Taipower may deduct from the Contract Price or otherwise recover two times of such prohibited payment.

11.7 Any termination hereof shall not affect ongoing specific Services unless otherwise agreed.

ARTICLE 12 NONDISCLOSURE

Supplier shall not disclose to others the Contract or any information generated from the Services performed under the Contract without first obtaining Taipower's written approval.

ARTICLE 13 GOVERNING LAW

The Contract and any disputes arising in connection therewith of whatsoever nature shall be governed by and construed in accordance with the law of the Republic of China, and the Taipei District Court of Taiwan shall be the court of the competent jurisdiction for the first instance.

ARTICLE 14 LANGUAGE

All notices and communications under the Contract and all technical material, documents and reports submitted or prepared by either Party shall be in English language. Communications in any other language shall have no binding effect unless providing an English translation.

ARTICLE 15 NOTICES

Unless mutually agreed or specifically provided otherwise, all notices given or to be given by a Party shall be in writing and sent to the other Party's address specified below or to other address as the other Party may specify, and shall be deemed to be properly given: (a) if delivered by hand, when received; (b) if sent by registered mail (air mail, if international), postage prepaid, when received; and (c) if given by fax, or email on the day which is a Working Day at such place of receipt otherwise shall be following the next Working Day on which the fax, or email is dispatched; provided that, in the case of notice by fax or email, it was given with confirmed answerback.

To Supplier: Address specified in his Bid Forms

To Taipower: Taiwan Power Company

Attn: Director

Department of Fuels

9th Fl., Taipower Building

No. 242, Section 3, Roosevelt Road, Taipei City 100208

Taiwan, Republic of China

Fax: +886-2-2367-0597

Tel: +886-2-2366-6720

Email address: d0090706@taipower.com.tw

ARTICLE 16 DISPUTE SETTLEMENT

Prior to initiating mediation in accordance with the Act or arbitration of any question or dispute of whatever nature arising out of or relating to the Contract, the Parties shall attempt in good faith to resolve any such dispute promptly by negotiation.

Any dispute that has not been resolved by negotiation may be referred to the Complaint Review Board for Government Procurement of the R.O.C. for mediation in accordance with the Act or be referred to ICC International Court of Arbitration in accordance with the Rules of Arbitration of the International

Chamber of Commerce ("ICC") before a panel of three (3) arbitrators selected pursuant to such Rules. In interpreting and enforcing the Contract, or in resolving the substantive dispute presented, the arbitrators will apply the plain meaning of the Contract. Unless both Parties mutually agree in writing to use a different language, proceedings before the arbitral tribunal shall be conducted in Chinese; provided that, in any event, any request for arbitration, answer, or other correspondence, communication, or filing with the ICC International Court of Arbitration shall be in English. The place of arbitration shall be Taipei, Taiwan, Republic of China. Any arbitral award shall be final and binding on the Parties, and a judgment thereon may be entered or enforced in any court having jurisdiction thereof or having jurisdiction over either of the Parties or their assets.

If any dispute arises under the Contract, the following principles regarding performance of the Contract shall apply:

- A. Taipower and the Supplier shall continue to perform their obligations under the Contract that are unrelated to, or are not affected by, the dispute, provided however, that Supplier's performance may be suspended if both Parties agree thereto in writing.
- B. If Supplier suspends its performance under the Contract due to a dispute, and the mediation or arbitration result reached under this Article 16 is in Taipower's favor, the Supplier shall not be entitled to an extension of any deadline for Supplier's performance under the Contract or be relieved of any of its responsibilities under the Contract because of Supplier's suspension of its performance.

ARTICLE 17 NO WAIVER; CUMULATIVE REMEDIES

The failure of either Party to enforce at any time any of the provisions of the Contract, or to require at any time performance by the other Party of any of the provisions thereof, shall in no way be construed to be a waiver of such provision, nor in any way to affect the validity of the Contract, or any part thereof, or the right of either Party thereafter to enforce each and every provision of the Contract.

All remedies afforded under the Contract shall be taken and construed as cumulative and in addition to every other remedy provided for in the Contract or otherwise available to Party.

ARTICLE 18 SEVERABILITY

If any of the provisions of the Contract shall be held to be illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions of the Contract shall not in any way be affected or impaired thereby.

ARTICLE 19 SURVIVAL

The provisions of Article 6 (DELAY), Article 8 (WARRANTY), Article 9 (LIABILITY), Article 11 (TERMINATION, RESCISSION OR SUSPENSION OF CONTRACT), Article 12 (NONDISCLOSURE), Article 13 (GOVERNING LAW), and Article 16 (DISPUTE SETTLEMENT), as well as any other provision of the Contract affording either Party a remedy, shall survive the termination, cancellation, or expiration of the Contract.

Contract Agreement Form

THE CONTRACT is made by and between Taiwan Power Company, a corporation organized and existing under the Laws of the Republic of China, with its principal office at No. 242, Section 3, Roosevelt Road, Taipei, R.O.C. (hereinafter referred to as “Taipower”), and _____ a corporation organized and existing under the Laws of _____, with its principal office at _____ (hereinafter referred to as “Supplier”).

WITNESSTH

In consideration of the mutual covenants and agreements made by and between them, the Parties hereby agree as follows:

Section 1 DOCUMENTS CONSTITUTING THE CONTRACT

- 1.1 The Quality Assurance Services Contract (the “Contract”) constitutes the entire agreement of the Parties with respect to the subject matter thereof and shall supersede any prior expression of intent or understanding with respect to the transactions contemplated therein. The following documents shall constitute the “Contract”:
 - 1.1.1 Contract Agreement
 - 1.1.2 General Terms and Conditions
 - 1.1.3 Instructions for Bidding
 - 1.1.4 Notice of Award
 - 1.1.5 Supplier’s Proposal as accepted by Taipower in response to Bid No.: 0090061121
- 1.2 The Contract may be amended or modified only in writing signed by the duly authorized representatives of the Parties.
- 1.3 If one document constituting part of the Contract (as such may have been modified, amended, or superseded) conflicts with another, the conflict shall be resolved by giving precedence to the documents in the order in which they are listed in Section 1.1. Unless otherwise specifically stated, addenda to documents shall, in the events of conflict, prevail over the documents themselves, and later addenda shall prevail over earlier ones.
- 1.4 The Contract shall be effective as of November 17, 2023 and shall remain in full force and effect until November 16, 2025, except as otherwise agreed between the Parties, or terminated in accordance with the terms of the Contract or applicable law.

Section 2 QUANTITY AND SCOPE OF WORK

The scope of work includes the quality assurance services and draft survey services as specified in Article 2 and Article 3 of General Terms and Conditions.

Supplier will act in the capacity as agent for Taipower. Supplier and/or its subcontractor under the Contract shall be licensed by local competent authorities of loading port country in order to perform the Services assigned by Taipower. The quantity of each item provided in the Section 3 is just an estimate.

Taipower will provide a written notice to Supply to perform the Services vessel by vessel. However, during the term of the Contract, if the accumulated vessels that have been performed Services are less than one hundred and twenty-eight (128) vessels, then the Contract will be extended until the last day of the month that the accumulated vessels that have been performed Services are equal to or more than one hundred and twenty-eight (128) vessels.

Section 3 UNIT PRICE

Part A - Service of superintendent of quality assurance at loading port - Panamax			
Item	Location	Quantity (Vessels)	Unit Price (US Dollars)
1	Grogot, Balikpapan, Samarinda in Indonesia	46	
2	Sangatta, Bontang, Berau in Indonesia	45	
3	Banjarmasin, Kotabaru, Batulicin, Pulau Laut, Asam-Asam in Indonesia	6	
4	Tarakan, Nunukan in Indonesia	4	
5	Lampung, Palembang in Indonesia	3	
6	Newcastle, Port Kembla in Australia	48	
7	Abbot Point, Hay Point, Dalrymple Bay, Gladstone in Australia	39	
8	Brisbane in Australia	2	
9	Qinhuangdao, Huanghua, Rizhao, Jing Tang, Tianjin port, Yantai, Lianyungang in Mainland China	1	
10	Vanino, Vostochny, Shakhtersk, Murmansk, Ust-Luga, Taman in Russia	1	
11	Huanghua and Tianjin port (two-port loading) in Mainland China	1	
12	Puerto Drummond, Puerto Bolivar, Puerto Nuevo, Puerto Prodeco, Buenaventura, Puerto Brisa in Colombia	7	
13	Richards Bay in South Africa	4	
14	Westshore, Roberts Bank, Ridley in Canada	2	
15	Ventspils Port in Latvia	3	
Subtotal:		212	
Service of draft survey supervision			
16	Indonesia	104	
17	Australia	89	
18	Russia	1	

19	Mainland China	2	
20	Canada	2	
21	Colombia	7	
22	South Africa	4	
23	Latvia	3	
Subtotal:		212	

Part B - Service of superintendent of quality assurance at barge loading jetty			
Item	Specification	Quantity (Vessels)	Unit Price (US Dollars)
24	one shipment	82	
Subtotal:		82	

Part A - Service of superintendent of quality assurance at loading port - Cape Size	
Location	Ratio
Grogot, Balikpapan, Samarinda in Indonesia	
Sangatta, Bontang, Berau in Indonesia	
Banjarmasin, Kotabaru, Batulicin, Pulau Laut, Asam-Asam in Indonesia	
Tarakan, Nunukan in Indonesia	
Lampung, Palembang in Indonesia	
Newcastle, Port Kembla in Australia	
Abbot Point, Hay Point, Dalrymple Bay, Gladstone in Australia	
Qinhuangdao, Rizhao, Tianjin port, Yantai, Lianyungang in Mainland China	
Vanino, Vostochny, Murmansk, Ust-Luga, Taman in Russia	
Puerto Drummond, Puerto Bolivar, Puerto Nuevo, Puerto Prodeco, Buenaventura, Puerto Brisa in Colombia	
Richards Bay in South Africa	
Westshore, Roberts Bank, Ridley in Canada	
Ventspils Port in Latvia	

The above quantities and loading ports shall not be deemed as a guarantee by Taipower.

The above prices are fixed during the term of the Contract. The unit price of each Cape Size vessel is the unit price of a Panamax vessel at the corresponding location multiplied by its ratio. The Service mentioned in the above price includes the Service of that port and its anchorages and/or terminals. If the Service of any other port(s) not mentioned in the above price list is/are required, the unit price(s) of that port(s) shall be mutually agreed and confirmed in writing by both Parties.

Section 4 PAYMENT

Payment for the Service rendered by Supplier under the Contract shall be made in accordance with Article 4 of General Terms and Conditions.

IN WITNESS WHEREOF, the Parties hereto have caused the CONTRACT to be executed commencing from November 17, 2023.

TAIWAN POWER COMPANY

by

Name in print

Title

Dated

by

Name in print

Title

Dated
