

台灣電力公司燃煤海運傭船案招標單

BID INVITATION LETTER FOR OCEAN TRANSPORTATION SERVICE

- 一、【採購案號】：_____
- 二、【採購標的名稱】：_____。
- 三、【招標機關名稱】：台灣電力有限公司燃料處 地址：100208台北市羅斯福路三段242號9樓。
- 四、【招標機關聯絡人】：曾國雄，電話：02-23666745，傳真：02-23670597。
- 五、【招標方式】：選擇性招標，符合採購法第二十條第一款。
- 六、【投標廠商之基本資格】：『台電燃煤運務合格航商名單』內之航商方可投標。
- 七、【招標內容】：

(A) Subject: Bids Invitation for Ocean Transportation Service,

Invitation For Bid No. _____

(B) Bids Opening date and place:

1. Commercial Proposal – X:X, YYYY/MM/DD at Taipower's office 908.
2. Price Proposal – X:X, YYYY/MM/DD at Taipower's Auxiliary Building X Floor Bid Opening Room.

(C) Contract duration, cargo size, loading port, loading rate and terms shown as follows :

1. Contract duration:

The "Charter Party" will be effective from MM/DD, YYYY, and valid until MM/DD, YYYY.

The laydays for the shipment from Australia shall be 14 days. The total contract quantity under each Charter Party will be **eight (8)** panamax size shipments of steam coal in bulk from Australia.

2. Cargo size: The performing vessel shall be gearless panamax vessel. The quantity for each shipment shall be **80,000** metric tons with 10% more or less at Master's option. **Nevertheless, the actual quantity loaded for each shipment shall be subject to restrictions or limitations including, but not limited to draft and facility, etc at loading port and discharging port.** Charterer shall have the right to discharge the whole or part of the cargo at any one up to more berths or discharging ports, as arranged by Charterer.

3. Loading port and loading rate:

Loading Area	Loading Port	Loading Rate (MT/Day)	Loading Terms and Conditions
Australia	Dalrymple Bay	40,000	Laytime Allowed is calculated as Loaded Tonnage divided by Loading Rate. Per weather working day of 24 consecutive hours, Saturdays, Sundays and Holidays included.
	Gladstone	40,000	
	Newcastle	35,000	
	Port Kembla	35,000	

(D) Demurrage/Despatch rates:

The Demurrage/Despatch rates are USD X/X per day at both ends.

(E) Discharging rates :

If the cargo is discharged at Taipower Coal Terminal in Taichung Port, Hsinta Port, Linkou Port or Kaohsiung Port, the laytime allowed shall be calculated based on the discharging rate of **X** metric tons per weather working day of 24 consecutive hours, Saturdays, Sundays and Holidays included.

(F) Special Requirements :

1. Please offer one firm rate for **Newcastle** based on F.I.O.S.T. one loading port and one discharging port that the whole cargo to be discharged at Taipower coal terminal in Taipower’s own discretion. The base price of bunker shall be **US\$ X** per metric ton for **Low Sulfur Marine Residual Fuels MF-180(0.5%)**, also named as LS-MF180, and **US\$ X** per metric ton for **Marine Gas Oil(MGO)** (in accordance with International Marine Fuel Oil Price dated **MM/DD/YYYY** announced by CPC Corporation, Taiwan).

2. Freight Rate Differential:

The base freight rate for other Australia loading ports will be the sum of the base freight rate for **Newcastle** and the freight rate differential specified below:

Loading Area	Loading Port	Freight Rate Differential (US\$/MT)
Australia	Dalrymple Bay	-X
	Gladstone	-X
	Newcastle	+/- 0
	Port Kembla	X

3. The Price Offer for Newcastle shall be quoted in cents.

4. The loading ports for the performing vessel under each “Charter Party” will be the ports in Australia. In addition, Taipower shall have the right to discharge the whole or part of the cargo at any one up to more berths or discharging ports, as arranged by Taipower.

(G) General Instructions :

1. Your offer shall consist of commercial proposal and price offer as showed below, and shall be sealed in a separate envelope. These two envelopes shall be delivered to Taipower's office within one sealed envelope by **X:X of MM/DD/YYYY**.

(1) Commercial Proposal:

Commercial Proposal shall consist of the following documents:

- Letter of Authorization for Delegation
- Vessel particulars
- Letter of Affidavit

Commercial Proposal shall be stated in standard form, which shall be put into an envelope for our review. If those are not consistent with our invitation, your offer(s) will not be considered.

(2) Price Offer:

Price Offers shall be put into one sealed envelope and submitted to Taipower's office and keep valid until 18:00 of said bid opening date. Also, please remark Item no., and invitation bid no. on the envelope for our identification.

PRICE OFFER OWNER : INVITATION BID NO. : ITEM NO. :
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2. When the lowest tender which meets the requirements set forth in the tender documentation exceeds the government estimate (ceiling price), Taipower may request the tenderer whose tender is the lowest to reduce the price once. If the reduced price still exceeds the government estimate (ceiling price), Taipower may request all tenderers whose tenders meet the requirements set forth in the tender documentation to reduce their prices and then make a comparison. Such price reduction and comparison shall not be more than three times.
When a foreign supplier's tender which meets the requirements set forth in the tender documentation is the lowest tender and the tender does not exceed the government estimate (ceiling price), a domestic tenderer recommended by the dedicated agency (Association of Shipping Services, R.O.C.), recognized by the Ministry of Transportation and Communications, may be awarded at such price by preference.
3. The tenderer shall, upon request by Taipower, be obliged to produce attested certificates, vouchers or documents for Taipower's examination.
4. If any information provided or any warranty or certification made in this bids invitation is determined at any time to have been false or any violation which affects the fairness of the procurement, Taipower shall, without limitation to other possible remedies, have the right to reject any bid, or to rescind, cancel or terminate, without further liability, any contract awarded in response to this bids invitation and forfeit the related bid bond or

performance bond as liquidated damages and penalty.

5. It is Taipower's policy that bid opening, evaluation and contract awarding shall be conducted in conformity with relevant rules and regulations. Tenderer may contact Taipower's Office of Government Ethics (telephone no. 886-2-23666724/23667364) for non-conformity in relation to this tender.

- 八、【報價及決標方式】：本採購訂有底價（但不公告底價），依採購法第五十二條，採分項單價報價分項單價決標原則。依採購法第四十三條第二款規定，台電公司得以報價最低且在底價以內的國外廠商報價優先決標予交通部認可之專責機構(中華民國海運聯營總處)推薦之國籍船舶運送業。
- 九、【報價單有效期】：自投標時起至價格標開標日下午六時止。
- 十、【收受投標文件之場所地址】：100208燃料處運輸組台北市羅斯福路三段242號外收發室。
- 十一、【收受投標文件之截止日期】：民國 X年X月X日 X:X。
- 十二、【開標方式】：分段開標(先開規格標，再開價格標)。
- 十三、【規格標開標時間】：民國 X年X月X日 X:X。
- 十四、【規格標開標地址】：台北市羅斯福路三段242號908會議室。
- 十五、【價格標開標時間】：民國 X年X月X日 X:X。
- 十六、【價格標開標地址】：台北市羅斯福路三段242號台電大樓X開標室。
- 十七、【投標廠商報價條件】：F.I.O.S.T.單港裝貨單港卸貨(卸於台電指定之專用碼頭)。
- 十八、【押標金金額】：免收押標金。
- 十九、【押標金繳納期限】：免收押標金。
- 二十、【履約保證金金額】：每項次新台幣伍佰萬元
- 二十一、【履約保證金繳納期限】：決標日之次日起14工作天(含)以內。
- 二十二、【履約保證金有效期】：合約到期日之後150天。
- 二十三、【履約保證金退還條件】：合約最後一船次完卸，結清快慢裝卸金及其他應付費用且無其他待解決事項後退還。
- 二十四、【履約期限及付款條件】：依合約基本條款規定辦理。
- 二十五、【全份招標文件】：包括(1)本招標單、(2)投標廠商聲明書(格式)、(3)船舶規格(格式)、(4)授權書(格式)、(5)報價單(格式)、(6)投標須知、(7)契約條款(除有變動另行通知外，共通性條款均適用於日後各個案運務招標，不再另送)。
- 二十六、【投標廠商須提出之全份投標文件】：包括(1)報價單(須封裝於價格標信封內，並裝封於大信封內)、(2)投標廠商聲明書(裝封於規格標信封內)、(3)授權書(裝封於規格標信封內)、(4)船舶規格(裝封於規格標信封內)。國籍船舶運送業受交通部認可之專責機構(中華民國海運聯營總處)推薦時，應於規格標中檢附該機構之推薦函影本。

二十七、期約、賄賂等不法給付之處理

立約商履約不得對本契約採購案任何人要求、期約、收受或給予賄賂、佣金、比例金、仲介費、後謝金、回扣、餽贈、招待或其他不正利益。分包廠商亦同。違反前項規定者，機關得終止或解除契約，並將二倍之不正利益自契約價款中扣除。未能扣除者，通知廠商限期給付之。

二十八、本採購依政府採購法(以下簡稱本法)相關規定，說明相關招標資訊如下：

(一)、本採購標的為：勞務。

(二)、本採購屬：巨額採購 (本採購案契約期間為11個月，預估各分項承運量為70.4萬公噸)。

(三)、上級機關名稱：經濟部。

(四)、本採購為未分批辦理公告金額以上之採購。

(五)、依本法第七十五條，受理廠商異議機關名稱、地址及電話：同招標機關。

(六)、依採購法第76條及第85條之1，受理廠商申訴（未達公告金額之採購，除屬採購法第31條規定不予發還或追繳押標金之爭議者外，不適用申訴制度）或履約爭議調解(無金額限制)之採購申訴審議委員會名稱、地址及電話：

1.行政院公共工程委員採購申訴審議委員會
地址：11010台北市信義區松仁路3號9樓
電話：02-87897530
傳真：02-87897800

2.經濟部採購稽核小組
地址：台北市福州街15號
電話：02-23971592
傳真：02-23971593

(七)、檢舉受理單位：

1.台灣電力股份有限公司廉政熱線如下：

(1)政風專線：

電話：(02)2366-7364

傳真：(02)2368-1674

廉政電子信箱：d05703@taipower.com.tw

(2)主辦單位廉政熱線：(02)2366-7651

2.法務部廉政署

檢舉電話：0800-286-586

檢舉信箱：10099國史館郵局第153號信箱

傳真檢舉專線：(02) 2381-1234

24小時檢舉中心地址：臺北市中正區博愛路166號

3.法務部調查局：

地址：231005新北市新店區中華路74號

檢舉電話：(02) 2917-7777

檢舉信箱：新店郵政60000號信箱

4.法務部調查局臺北市調查處：

地址：106229臺北市基隆路二段176號

檢舉電話：(02)2732-8888

檢舉信箱：臺北市郵政60000號信箱

(此款依主辦單位所在地之資料查填)

5.行政院公共工程委員會中央採購稽核小組：

地址：11010臺北市信義區松仁路3號9樓

電話：(02)8789-7545；傳真：(02)8789-7554

6.經濟部採購稽核小組：

地址：110臺北市福州街15號

電話：(02)2397-1592；傳真：(02)2397-1593

(八)、採購非以統包方式辦理，且不允許廠商共同投標。

(九)、本採購不允許廠商於截止投標期限前提出可縮減工期、減省經費或提高效率之替代方案。

(十)、廠商應遞送投標文件份數：正本一份。

(十一)、投標文件使用文字：中文或英文。

(十二)、公開開標案件有權參加開標之每一投標廠商人數：最多二人。

(十三)、本採購無本法第104條第一項但書、第105條第一項及第106條第一項之例外情形。

(十四)、投標廠商標價幣別：美金。

(十五)、其他：本標案等標期自邀標日起算；截止投標日或截止收件日為辦公日，而該日因故停止辦公致未達原定截止投標、開標時間者，以其次一辦公日之同一截止投標、開標時間代之。



招標機關蓋章：

日期：YYYY/MM/DD

投 標 廠 商 聲 明 書

Statement of Tenderer

本廠商參加台灣電力股份有限公司招標採購 XXXXXXXXXXXX 案之投標，茲聲明如下：

We, as the Tenderer, participate in the procurement of XXXXXXXXXXXX of which the invitation is issued by TAIWAN POWER COMPANY hereby certify the following:

項次 Item	聲明事項 Statement	是(打V) Yes(V)	否(打V) No(V)
一	<p>本廠商之營業項目不符合公司法或商業登記法規定，無法於得標後作為簽約廠商，合法履行契約。</p> <p>The Tenderer is considered a supplier whose categories of business are inconsistent with the provisions prescribed in Company Act and Business Registration Act, and the Tenderer is not able to sign the contract and legally perform the contract after winning the tender.</p>		
二	<p>本廠商有違反政府採購法（以下簡稱採購法）施行細則第 33 條之情形。</p> <p>The Tenderer is considered a supplier in breach of Article 33 of Enforcement Rules of the Government Procurement Act (hereinafter referred to as the "Act").</p>		
三	<p>本廠商是採購法第 38 條規定之政黨或與政黨具關係企業關係之廠商。</p> <p>The Tenderer is a political party or a supplier which is affiliated to a political party referred to in Article 38 of the Act.</p>		
四	<p>本廠商之負責人或合夥人是採購法第 39 條第 2 項所稱同時為規劃、設計、施工或供應廠商之負責人或合夥人。</p> <p>The responsible person or partner of the Tenderer, who serves at the same time as the responsible person or partner of the supplier, which is handling the planning, design, construction or supply referred to in paragraph 2 of Article 39 of the Act.</p>		
五	<p>本廠商是採購法第 39 條第 3 項所稱與規劃、設計、施工或供應廠商同時為關係企業或同一其他廠商之關係企業。</p> <p>The Tenderer, who is affiliated to each other or affiliated to the same other enterprise of the supplier which is handling the planning, design, construction or supply referred to in paragraph 3 of Article 39 of the Act.</p>		
六	<p>本廠商已有或將有採購法第 59 條第 1 項所稱支付他人佣金、比例金、仲介費、後謝金或其他不正利益為條件，促成採購契約之成立之情形。</p> <p>The Tenderer has induced/ will induce the procuring entity to sign a contract by giving others commission, percentage, brokerage, kickback, or any other improper benefits referred to in paragraph 2 of Article 59 of the Act.</p>		
七	<p>本廠商、共同投標廠商或分包廠商是採購法第 103 條第 1 項、採購法施行細則第 38 條第 1 項、人口販運防制法第 41 條所規定之不得參加投標或作為決標對象或分包廠商之廠商。【投標廠商應於投標當日遞送投標文件前至工程會網站 web.pcc.gov.tw 查詢自己(包括總公司及各分公司)、共同投標廠商、分包廠商是否為採購法第 103 條第 1 項之拒絕往來廠商】</p> <p>The Tenderer, joint tenderer or subcontractor are prohibited from participating in tendering, or being awarded or sub-contracted pursuant to paragraph 1 of Article 103 of the Act, paragraph 1 of Article 38 of Enforcement Rules of the Government Procurement Act and Article 41 of Human Trafficking Prevention Act. 【The Tenderer shall, on the bid submission date but prior to submission of its bid, log on to the website of Public Construction Commission at web.pcc.gov.tw to check whether itself (head office and all branch offices included) , joint tenderer or subcontractor</p>		

	is the rejected supplier specified in paragraph 1 of Article 103 of the Act or not.】		
八	<p>本廠商就本採購案，係屬公職人員利益衝突迴避法第 2 條及第 3 條所稱公職人員或其關係人。</p> <p>The Tenderer of the procurement is a public servant, or his/her related person/juridical person referred to in Article 2 and Article 3 of the Act on Recusal of Public Servants Due to Conflicts of Interest.</p>		
九	<p>本廠商是依法辦理公司或商業登記且合於中小企業發展條例關於中小企業認定標準之中小企業。(依該認定標準第 2 條，所稱中小企業，指依法辦理公司登記或商業登記，實收資本額在新臺幣 1 億元以下，或經常僱用員工數未滿 200 人之事業。)</p> <p>The Tenderer, who has completed company registration or business registration in accordance with relevant laws, is a small and medium enterprise referred to in “Standards for Identifying Small and Medium-sized Enterprises” (hereinafter referred to as the “Standards”) prescribed pursuant to Act for Development of Small and Medium Enterprises. (Pursuant to Article 2 of the Standards, the term “small and medium-sized enterprise (SME)” as referred to under the Standards shall mean an enterprise which has completed company registration or business registration in accordance with relevant laws, and whose paid-in capital is no more than NT\$100 million, or which hires fewer than 200 regular employees.)</p> <p>(答「否」者，請於下列空格填寫得標後預計分包予中小企業之項目及金額，可自備附件填寫)</p> <p>(If the response is “No”, the following items and amount planned for subcontracting to Small and Medium Enterprises after awarding shall be filled out. No limitation on the pages of this item.)</p> <p>項目 Item _____ 金額 Amount _____</p> <p>項目 Item _____ 金額 Amount _____</p> <p>合計金額 Total Amount _____</p>		
十	<p>本廠商目前在中華民國境內員工總人數逾 100 人。(依採購法第 98 條及其施行細則第 107 條、108 條規定，得標廠商其於國內員工總人數逾 100 人者，應於履約期間僱用身心障礙者及原住民各不低於總人數百分之一，僱用不足者，除應繳納代金，並不得僱用外籍勞工取代僱用不足額部分。)</p> <p>The Tenderer currently hires more than 100 employees within the territory of the Republic of China. (Pursuant to Article 98 of the Act and Article 107 and 108 of the Enforcement Rules of the Act, a winning tenderer who hires more than 100 employees locally shall employ a minimum of one percent of the total number of local employees for the physically or mentally disabled and the aborigines respectively during the term of contract performance; otherwise, the foregoing tenderer shall pay a fee in substitute and shall not hire foreign workers to make up the shortage in question.)</p> <p>(答「是」者，請填目前總人數計_____人；其中屬於身心障礙人士計_____人，原住民計_____人。)</p> <p>(If the response is “Yes”, the total number of employees is _____, of which the number of the physically or mentally disabled employees is _____, and the number of the indigenous employees is _____.)</p>		
十一	<p>本廠商屬大陸地區廠商、第三地區含陸資成分廠商或經濟部投資審議委員會公告之陸資資訊服務業者，不得從事經濟部投資審議委員會公告之「具敏感性或國安(含資安)疑慮之業務範疇」。【上開業務範疇及陸資資訊服務業清單公開於經濟部投資審議委員會網站 http://www.moeaic.gov.tw/】【請查察招標文件規定本採購是否屬經濟部投資審議委員會公告「具敏感性或國安(含資安)疑慮之業務範疇」之資訊服務採購】</p> <p>The Tenderer is a Mainland Area supplier, a Mainland-funded supplier from</p>		

	a third area, or a Mainland-funded information service provider published by the Investment Commission, Ministry of Economic Affairs (MOEAIC), so that the Tenderer is not permitted to engage in “business areas with sensitivity or national security (including information security) concerns” published by the MOEAIC. 【The above mentioned lists of business areas and Mainland-funded information service providers are published at MOEAIC homepage http://www.moeaic.gov.tw/ 】 【Please check the tender documentation whether this procurement is an information service procurement listed in “business areas with sensitivity or national security (including information security) concerns” published by the MOEAIC.】		
十二	本廠商屬大陸地區廠商、第三地區含陸資成分廠商或在臺陸資廠商，不得從事影響國家安全之採購。【請查察招標文件規定本採購是否屬影響國家安全之採購】 The Tenderer is a Mainland Area supplier, a Mainland-funded supplier from a third area, or a Mainland-funded supplier at Taiwan, so that the Tenderer is not permitted to engage in procurement concerning national security. 【Please check the tender documentation whether this procurement concerns national security.】		

十三	本廠商是原住民個人或政府立案之原住民團體。 The Tenderer is an aborigine or a registered group of aborigines. (答「否」者，請於下列空格填寫得標後預計分包予原住民個人或政府立案之原住民團體之項目及金額，可自備附件填寫。如無，得填寫「0」。) (If the response is “No”, the following items and amount planned for subcontracting to aborigines or registered groups of aborigines after awarding shall be filled out. No limitation on the pages of this item. If the Tenderer has no plan for the above-mentioned subcontracting, “0” could be filled in.) 項目 Item _____ 金額 Amount _____ 項目 Item _____ 金額 Amount _____ 合計金額 Total Amount _____		
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附註	<p>1. 第一項至第七項答「是」或未答者，不得參加投標；其投標者，不得作為決標對象；聲明書內容有誤者，不得作為決標對象。 If any response of above items 1-7 is “Yes” or non-responsive, the Tenderer shall not participate in tendering or be awarded. Where there is any error in this statement, the Tenderer shall not be awarded.</p> <p>2. 本採購如非屬依採購法以公告程序辦理或同法第 105 條辦理之情形者，第八項答「是」或未答者，不得參加投標；其投標者，不得作為決標對象；聲明書內容有誤者，不得作為決標對象【違反公職人員利益衝突迴避法第 14 條第 1 項規定者，依同法第 18 條第 1 項處罰】。如屬依採購法以公告程序辦理或同法第 105 條辦理之情形者，答「是」、「否」或未答者，均可。 Where this procurement is not conducted with open procedures or pursuant to Article 105 of the Act, the Tenderer whose response of above item 8 is “Yes” or non-responsive shall not participate in tendering or be awarded. Where there is any error in this statement, the Tenderer shall not be awarded. 【Those in breach of Paragraph 1 of Article 14 of the Public Officials Conflict of Interest Avoidance Act shall be punished pursuant to Paragraph 1 of Article 18 of the same Act.】 Where this procurement is conducted with open procedures or pursuant to Article 105 of the Act, the Tenderer may participate in tendering or be awarded no matter what the Tenderer’s response is.</p> <p>3. 第九項、第十項、第十三項未填者，機關得洽廠商澄清。 If the above items 9, 10, 13 have not properly filled out, the Entity may request the Tenderer for clarification.</p> <p>4. 本採購如屬經濟部投資審議委員會公告「具敏感性或國安(含資安)疑慮之業務範疇」之資訊服務採購，第十一項答「是」或未答者，不得參加投標；其投標者，不得作為決標對象；如非屬上開採購，答「是」、「否」或未答者，均可。</p>		
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	<p>Where this procurement is an information service procurement listed in “business areas with sensitivity or national security (including information security) concerns” published by the MOEAIC, the Tenderer whose response of above item 11 is “Yes” or non-responsive shall not participate in tendering or be awarded. Where this procurement is not a business area as stated above, the Tenderer may participate in tendering or be awarded no matter what the Tenderer’s response is.</p> <p>5. 本採購如屬影響國家安全之採購，第十二項答「是」或未答者，不得參加投標；其投標者，不得作為決標對象；如非屬上開採購，答「是」、「否」或未答者，均可。</p> <p>Where this procurement concerns national security, the Tenderer whose response of above item 12 is “Yes” or non-responsive shall not participate in tendering or be awarded. Where this procurement does not concern national security, the Tenderer may participate in tendering or be awarded no matter what the Tenderer’s response is.</p> <p>6. 本聲明書填妥後附於投標文件遞送。</p> <p>This statement shall be properly filled out and included in the tender by the tenderer.</p> <p>7. 本採購如屬依採購法以公告程序辦理或同法第 105 條辦理之情形者，且本廠商就本採購案，係屬公職人員利益衝突迴避法第 2 條及第 3 條所稱公職人員或其關係人者，請填「公職人員利益衝突迴避法第 14 條第 2 項公職人員及關係人身分關係揭露表」，如未揭露者依公職人員利益衝突迴避法第 18 條第 3 項處罰。</p> <p>Where this procurement is conducted with open procedures or pursuant to Article 105 of the Act, and the Tenderer of this procurement is a public servant, or his/her related person/juridical person referred to in Article 2 and Article 3 of the Act on Recusal of Public Servants Due to Conflicts of Interest, please fill in the “Identity/Relationship Disclosure Form pursuant to Paragraph 2, Article 14 of the Act on Recusal of Public Servants Due to Conflicts of Interest.” The tenderer who does not disclose will be punished pursuant to Paragraph 3, Article 18 of the Public Officials Conflict of Interest Avoidance Act.</p>
	<p>投標廠商名稱： Name of the Tenderer :</p>
	<p>投標廠商或授權之船務代理公司章及負責人章： Sealed by the Tenderer and its Responsible Person (or signed by authorized agent of foreign Tenderer and its Responsible Person): 日期： Date :</p>

備註：中英文如有疑義或不一致，以中文為準。

P.S.: In case of any discrepancies or inconsistencies between the Mandarin and English text, the Mandarin version shall prevail.

VESSEL PARTICULARS(船舶規格)

RE：招標單採購案號(INVITATION FOR BID NO.) XXXXXXXXXXXX

規格標開標日期(COMMERCIAL OFFER OPENING DATE) _____

WE, _____, OFFER THE FOLLOWING VESSEL INFORMATION：

1. ITEM(S) NO. TO BE OFFERED：_____

2. ALL TERMS AND CONDITIONS AS PER TAIPOWER'S DOCUMENTS OF INVITATION TO BID AND PRO FORMA C/P.

3. VESSEL PARTICULARS：

ITEM(1)：VESSEL NAME：_____

LOA BEAM DWT AT DRAFT M

FLAG BUILT HA/HO

HATCH SIZE： SIDE-ROLLING TYPE HATCH COVER

GEARLESS & SELF-TRIMMING.BULK CARRIER

BALLAST WATER CAPACITY (CUBIC METRES)：

DEBALLASTING TIME(HRS)： **DEBALLASTING PUMP RATE (TPH)：**

(OTHERS SHALL MEET TAIPOWER'S REQUIREMENT)

ITEM(2)：VESSEL NAME：_____

LOA BEAM DWT AT DRAFT M

FLAG BUILT HA/HO

HATCH SIZE： SIDE-ROLLING TYPE HATCH COVER

GEARLESS & SELF-TRIMMING.BULK CARRIER

BALLAST WATER CAPACITY (CUBIC METRES)：

DEBALLASTING TIME(HRS)： **DEBALLASTING PUMP RATE (TPH)：**

(OTHERS SHALL MEET TAIPOWER'S REQUIREMENT)

(投標廠商或授權之船務代理公司章及負責人章)

投標廠商名稱：_____

授權之船務代理名稱：_____

日期：_____

出席代表授權書
LETTER OF AUTHORIZATION FOR DELEGATION

此致 To：台灣電力股份有限公司 Taiwan Power Company

主旨 Re.：授權書 Letter of Authorization
採購案號 For Invitation No. XXXXXXXXXXXX

敬啟者 Dear Sirs：

茲授權本公司 _____ 先生（小姐）

We hereby authorize Mr./Ms _____
(職稱及姓名 Name and Title of the Person)

代表本公司出席上列採購案（契約）有關會議開標、決標及訂約事宜，該員所做之任何承認或簽認事項直接對本公司發生效力。

of this Tenderer to attend the meeting(s) on our behalf and whatever he/she promises or signs relevant to the captioned Invitation / Contract will be binding on us.

本公司確認被授權人之下列簽樣真實無誤。

We confirm that the specimen signature of the above-mentioned person that appears hereunder is true and correct.

被授權人之簽樣 Specimen Signature： _____

請惠予核備。 Thank you for your kind attention to the above.

公 司 名 稱

投標廠商名稱(Name of Tenderer)： _____

授權之船務代理名稱(Authorized Agent)： _____

授權人簽章

Sincerely yours,

(須與投標單或契約上簽章相同 The same Signature and/or seal as shown in the Tender/Contract)

日期 Date： _____

PRICE OFFER 報價單

RE : 招標單採購案號(INVITATION FOR BID NO.) XXXXXXXXXXXX

價格標開標日期(PRICE OFFER OPENING DATE) _____

ALL TERMS & CONDITIONS AS PER TAIPOWER'S DOCUMENTS OF INVITATION TO BID
AND PRO FORMA C/P.

報價及減價過程:

ITEM NO.	FREIGHT RATE (海運價) US\$ __/MT F.I.O.S.T.	優先減價 (簽名或蓋章)	第一次減價 (簽名或蓋章)	第二次減價 (簽名或蓋章)	第三次減價 (簽名或蓋章)
1					
2					
3					

Remarks :

The Price Offer for Newcastle shall be quoted in cents.

(投標廠商或授權之船務代理公司章及負責人章)

投標廠商名稱: _____

日期: _____

(被授權人簽名或蓋章)

被授權人名字及職稱: _____

授權之船務代理名稱: _____

台灣電力公司燃煤海運備船案投標須知

本投標須知依政府採購法（以下簡稱採購法）、政府採購法施行細則（以下簡稱採購法施行細則）、政府採購法相關子法及其他相關法令規章等規定訂定之。

壹、招標

- 一、本招標案屬採購法第20條第1款選擇性招標案件，僅邀請列為本公司『進口煤運務合格航商名單』內之所有航商投標。
- 二、招標文件包括（1）招標單(Bid Invitation Letter For Ocean Transportation Service)；（2）報價單(Price Offer)；（3）投標廠商聲明書(Letter of Affidavit)；（4）船舶規格(Vessel Particulars)；（5）授權書(Letter Of Authorization For Delegation)；（6）投標須知(Bidding Instructions)及契約條款(Pro forma Charter Party)。

貳、投標

- 一、投標廠商應依規定填妥（不得使用鉛筆）本招標文件所附報價單、船舶規格、授權書及投標廠商聲明書，加蓋投標廠商(或經其授權之在台船務代理)印章及負責人(或授權書中之被授權人)印章(或其簽名)後（投標文件與減價所蓋印章或簽名均須相同），分別依採購法第三十三條第一項規定予以書面密封後投標。報價單與其他投標文件應分別密封後，再以大封套合併裝封。最外封套之封面應書明投標廠商(或經其授權之在台船務代理)之名稱及地址，所有封套均請註明採購案號或招標標的名稱。
投標文件須於投標截止期限前，以郵遞或專人送達本公司於招標單上所規定之場所（投標廠商應自行估計標封郵遞或專人送達時間）。
- 二、投標廠商有採購法施行細則第三十八條第一項情形之一者，不得參加投標、作為決標對象或分包廠商或協助投標廠商。但如有採購法施行細則第三十九條情形之一者，得不適用之。
- 三、投標廠商於開標前得補正其所投之投標文件中非契約必要之點之文件。所稱非契約必要之點包括下列事項：
 - （一）原招標文件已標示得更改之項目。
 - （二）不列入標價評比之選購項目。
 - （三）參考性質之事項。
 - （四）其他於契約成立無影響之事項。
- 四、除招標文件另有規定外，報價單之有效期為自投標時起至開價格標當日下午六時止，其餘投標文件之有效期則為自投標時起至開標後三十日止。
- 五、廠商應遞送投標文件份數：正本一份。
- 六、除投標廠商聲明書須為中文文字外，其餘投標文件得使用中文或英文文字。

參、押標金(本案免收押標金)

一、押標金應由投標廠商以現金、金融機構簽發之本票或支票、保付支票、郵政匯票、無記名政府公債、設定質權之金融機構定期存款單或無記名可轉讓金融機構定期存單、銀行開發或保兌之不可撤銷擔保信用狀繳納，或取具銀行之書面連帶保證、保險公司之連帶保證保險單，於截止投標期限前依「押標金保證金暨其他擔保作業辦法」第六、七條規定繳納至招標單所指定處所後，依該作業辦法第十一條第一、二、三款規定方式於投送投標文件時一併投送。

押標金有效期應較招標文件規定之報價有效期長三十日，如廠商延長報價有效期者，應一併延長押標金之有效期。

二、押標金於下列情形之一者，即行無息發還：

- (一)未得標之廠商。
- (二)因投標廠商家數未滿三家而流標。
- (三)本公司宣布廢標或因故不予開標、決標。
- (四)廠商投標文件已確定為不合於招標規定或無得標機會，經廠商要求先予發還。
- (五)廠商報價有效期已屆，且拒絕延長。
- (六)廠商逾期繳押標金或繳納後未參加投標或逾期投標。
- (七)已決標之採購，得標廠商已依規定繳納保證金。

三、廠商有採購法第三十一條第二項之情形者，其所繳納之押標金扣除溢繳之金額後，不予發還，其已發還者，並予追繳。

四、押標金得依廠商投標項目分別或合併繳納、退還或不予發還。

五、廠商有下列情形之一者，其所繳納之押標金，不予發還；其未依招標文件規定繳納或已發還者，並予追繳：

- (一)以不實之文件投標。
- (二)借用或冒用他人名義或證件投標，或容許他人借用本人名義或證件參加投標。
- (三)得標後拒不簽約。
- (四)得標後未於規定期限內，繳足履約保證金或提供擔保。
- (五)對採購有關人員行求、期約或交付不正利益。
- (六)其他經主管機關認定有影響採購公正之違反法令行為。

附記：主管機關認定之情形如下（行政院公共工程委員會 108 年 9 月 16 日工程企字第 1080100733 號令）：

- 1.有政府採購法第 48 條第 1 項第 2 款之「足以影響採購公正之違法行為者」情形。
- 2.有採購法第 50 條第 1 項第 5 款、第 7 款情形之一。
- 3.廠商或其代表人、代理人、受雇人或其他從業人員有採購法第 87 條各項構成要件事實之一。

前項追繳押標金之情形，屬廠商未依招標文件規定繳納者，追繳金額依招標文件中規定之額度定之；其為標價之一定比率而無標價可供計算者，以預算金額代之。

肆、釋疑

- 一、廠商對招標文件內容有疑義者，應於邀標日起等標期之四分之一期限內（其尾數不足一日者，以一日計），以書面向本公司招標機關請求釋疑。
- 二、本公司招標機關以書面向請求釋疑之廠商答復期限：依採購法施行細則第43條第3項規定（機關最後釋疑之次日起算至截止投標日或資格審查截止收件日之日數，不得少於原等標期之四分之一，其未滿一日者以一日計；前述日數有不足者，截止日至少應延後至補足不足之日數。），必要時得公告之。

伍、審標

- 一、投廠商有下列情形之一，經機關於開標前發現者，其所投之標應不予開標；於開標後發現者，應不決標予該廠商：
 - (一)標封未於投標截止日期前到達者。
 - (二)標封最外封套封面未標示投標廠商名稱、地址，或未密封，或最外封套及價格標封透明者。
 - (三)標封內未附投標廠商聲明書者。
 - (四)標封內未附招標文件所規定之規格文件，或規格文件經審查結果不符招標文件規定者。
 - (五)報價單所列案號與招標文件不符，或未填寫項次或案號者。
 - (六)報價單字跡模糊不能辨識，或修改處未加蓋印章者。
 - (七)報價單簽蓋印鑑不全，或未按規定蓋章，或投標報價單另附條件者。
 - (八)投標文件內容不符合招標文件之規定。
 - (九)借用或冒用他人名義或證件投標。
 - (十)以不實之文件投標。
 - (十一)不同投標廠商間之投標文件內容有重大異常關聯。
 - (十二)第一百零三條第一項不得參加投標或作為決標對象之情形。
 - (十三)其他影響採購公正之違反法令行為。
- 二、廠商投標文件經審查發現其內容有不明確、不一致或明顯打字或書寫錯誤之情形者，得通知投標廠商提出說明，以確認其正確之內容。上述文件內容不一致或明顯打字、書寫錯誤，與標價無關者，得允許廠商補正。
- 三、依採購法第五十一條、第五十三條、第五十四條及第五十七條規定，本公司通知廠商說明、減價、比減價格、協商、更改原報內容或重新報價，廠商未依通知期限辦理者，視同放棄。惟其不影響該廠商成為合於招標文件規定之廠商者，本公司仍得以該廠商為決標對象。
- 四、如規定分段投標者，未通過前一階段審標之投標廠商，不得參加後續階段之投標；以一次投標分段開標者，未通過前一階段審標，其已投標未開標之部分，原封發還。

陸、決標

- 一、開標時投標廠商應派公司(或經授權之在台船務代理)負責人或授權書中之被授權人一至二人，以備諮詢或當場參加比減價格。如開標結果因超過底價需當場繼續比減時，未派員到場之廠商視為自願放棄比減價格權利。分段開標者，第一階段之規格標得不派員參加開標。
- 二、本公司有採購法第四十八條第一項情形之一者，不予開標決標。
- 三、本採購案係依採購法第五十二條規定，並以分項單價報價、分項決標為原則，各投標廠商之報價以合於招標文件規定，且在底價以內之最低標為得標原則。
- 四、本採購名目裝載量：Panamax船型80,000MT±10%，MOLOO。
- 五、本採購不適用我國締結之條約或協定，包括WTO政府採購協定(GPA)、臺紐經濟合作協定(ANZTEC)及臺星經濟夥伴協定(ASTEP)。列為本公司『進口煤運務合格航商名單』內之外國廠商方可參與投標。本採購並依採購法第四十三條第二款規定，本公司得以報價最低且未逾底價之國外廠商報價**優先決標予交通部認可之專責機構(中華民國海運聯營總處)推薦之國籍船舶運送業。**
- 六、合於招標文件規定之投標廠商減價或比減價格結果在底價以內時，除有採購法第五十八條及採購法施行細則第七十九、八十條所述總標價或部分標價偏低之情形者外，應即宣布決標。
- 七、最低標廠商之報價有採購法第五十八條總標價或部分標價偏低情事，依採購法相關規定辦理。
- 八、本投標須知未盡事宜，悉依政府有關法令及買方相關規定辦理。

ATTACHMENT
CONTRACT AGREEMENT
FOR
SHORT TERM VOYAGE CHARTER PARTY

C/P No. _____

Dated: _____

It is this day mutually agreed

Between: Taiwan Power Company

A corporation organized and existing under and by virtue of the laws of the Republic of China, with its principal office at 242 Roosevelt Road, Section 3, Taipei 100208, Taiwan, Republic of China (hereinafter referred to as the "Charterer")

And: _____

A corporation organized and existing under and by virtue of the laws of the _____, Owner and/or Disponent Owner of the vessel, with its principal office at _____ (hereinafter referred to as the "Owner")

As follows:

ARTICLE 1

DOCUMENTS CONSTITUTING THE VOYAGE CHARTER PARTY

1.1 The following documents shall constitute the Short Term Voyage Charter Party between Charterer and Owner.

1.1.1 This CONTRACT AGREEMENT.

1.1.2 BID INVITATION LETTER FOR OCEAN TRANSPORTATION SERVICE and its BIDDING INSTRUCTIONS provided to Owner by Charterer.

1.1.3 The GENERAL TERMS AND CONDITIONS ("GENERAL TERMS").

1.1.4 Owner's COMMERCIAL PROPOSAL and PRICE OFFER as accepted by Charterer.

These documents collectively shall be referred to as the "Charter Party".

1.2 If one document constituting part of the short term Charter Party (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 event of conflict, prevail over the documents themselves and later addenda shall prevail over earlier ones.

ARTICLE 2

CARGO AND QUANTITY

2.1 The total contract quantity under this Charter Party will be eight (8) panamax size shipments of steam coal in bulk from Australia.

2.2 In principle, one shipment per month from Australia will be arranged by Charterer. However, Charterer has the right to increase or decrease one shipment per month at its sole discretion, and Owner is obliged to cope with such adjustment in shipments.

2.3 The quantity for each shipment shall be **80000** metric tons with 10% more or less at Master's

option. Nevertheless, the actual quantity loaded for each shipment shall be subject to restrictions or limitations including, but not limited to, draft and facility, etc at loading port and discharging port. Charterer shall have the right to discharge the whole or part of the cargo at any one up to more berths or discharging ports, as arranged by Charterer.

ARTICLE 3
CONTRACT TERM

The "Charter Party" will be effective from _____, and valid until _____.

ARTICLE 4
LOADING PORT

4.1 The Loading Port shall be as follows:

Australia: Dalrymple Bay, Gladstone, Newcastle, Port Kembla.

4.2 The Loading Port for each shipment will be designated by Charterer.

ARTICLE 5
SHIPPING ROUTE

The vessel so loaded at loading port shall proceed with reasonable dispatch and shall arrive at the first discharging port within eighteen (18) days for the shipment from **Australia** under weather permitting.

ARTICLE 6
VESSEL DESCRIPTION

Unless otherwise agreed by Taipower, the age of the performing vessels shall be less than but not equal to 15 years for Tanjung Bara, less than but not equal to 18 years for North Pulau Laut Coal Terminal (NPLCT), and less than but not equal to 20 years for all other loading ports, However, all vessels shall subject to the restrictions or limitations as specified in Article 3 of General Terms. (The vessel's age shall be calculated from the month when the vessel was built up to the month which the latest day of laydays is located). If necessary, Owner shall provide Certificate of Vessel's Registry or Certificate of Vessel's Nationality or Certificate of Class for Charterer's verification when Owner nominates the performing vessel. The performing vessel must be a gearless vessel and Owner hereby nominates the performing vessel with particulars as follows:

M.V. "-----"or sub	Ballast Water Capacity----- (cubic metres)
DWT -----MT at Draft -----M	Deballasting Pump Rate----- (tph)
LOA -----M, BEAM -----M	Deballasting Time -----
BLT -----, ----- Flag	Hatch Cover Type ----- Holds/-- Hatches

ARTICLE 7
FREIGHT

7.1 Freight Rate

The base freight rate for each loading port shall be as follows, which is based on F.I.O.S.T. one loading port and one discharging port (the whole cargo discharged at Taipower Coal Terminal).

Australia	Dalrymple Bay	
	Gladstone	
	Newcastle	
	Port Kembla	

7.2 Bunker Adjustments

The base price, on the date of this "Contract Agreement", of the **Low Sulfur Marine Residual Fuels MF-180(0.5%)**, also named as LS-MF180, is **US\$**_____ per metric ton, and of the Marine Gas Oil(MGO) is **US\$**_____ per metric ton (in accordance with International Marine Fuel Oil Price dated _____, announced by CPC Corporation, Taiwan).

The base freight rate for each shipment shall be adjusted in accordance with the stipulations in Article 7 of the "General Terms".

7.3 The loading ports for the performing vessel under this "Charter Party" will be the ports in **Australia**. In addition, Taipower shall have the right to discharge the whole or part of the cargo at any one up to more berths or discharging ports, as arranged by Taipower.

7.4 The Price Offer for **Newcastle** shall be quoted in cents.

ARTICLE 8

BILLS OF LADING

The Bills of Lading shall be on-board Bills of Lading and shall be marked the wording " Clean on board and freight payable, terms and conditions as per TPC Charter Party No. _____ dated _____, _____".

ARTICLE 9

CONTRACT PERFORMANCE

9.1 The performing vessel under this "Charter Party" is as specified in Article 6, however, subject to Charterer's acceptance, Owner may nominate substitute vessel to perform the "Charter Party".

9.2 If the performing vessel as specified in Article 6 is a ROC-flag vessel and the Owner is awarded the "Charter Party" by preference in accordance with the ROC Government Procurement Law, Owner shall perform the "Charter Party" with its ROC-flag vessel.

9.3 Unless the performing vessel is affected by the event of Force Majeure, if Owner fails to perform the contract during the term of the "Charter Party", Charterer shall have the right to rescind, cancel or terminate the "Charter Party" without liability, and to recover from Owner any and all losses, damages and costs Charterer may suffer as a result of or in connection with such rescission, cancellation or termination of the "Charter Party".

ARTICLE 10

VESSEL NOMINATION

10.1 The laydays period for the shipment from **Australia** shall be **14 days**.

10.2 The laydays and loading port for each shipment will be designated by Charterer at least **25** days prior to the first day of laycan.

10.3 After receipt of Charterer's notification with respect to the loading port and laydays for each shipment, Owner shall nominate performing vessel to Charterer with the following information at least **20 days** prior to the first day of laycan: (1) the name of the vessel, (2) loading quantity,

(3) the laydays, (4) the estimated time of arrival (ETA) at loading port and (5) vessel's particulars.

ARTICLE 11
LAYTIME ALLOWED

11.1 Loading Rate

The loading rate at each loading port shall be as follows:

Loading Area	Loading Port	Loading Rate (MT/Day)	Loading Terms and Conditions
Australia	Dalrymple Bay	40,000	Laytime Allowed is calculated as Loaded Tonnage divided by Loading Rate. Per weather working day of 24 consecutive hours, Saturdays, Sundays and Holidays included.
	Gladstone	40,000	
	Newcastle	35,000	
	Port Kembla	35,000	

11.2 Discharging Rate

If the cargo is discharged at Taipower Coal Terminal in Taichung Port, Hsinta Port, Linkou Port or Kaohsiung Port, the laytime allowed shall be calculated based on the discharging rate of **X** metric tons per weather working day of 24 consecutive hours, Saturdays, Sundays and Holidays included.

ARTICLE 12
DEMURRAGE AND DESPATCH MONEY

Demurrage rate is **US\$** and despatch rate is **US\$** per day or pro rata.

ARTICLE 13
PERFORMANCE BOND

The performance bond is **NT\$5,000,000**.

ARTICLE 14
AGENTS

Owner appoints _____ as its agent in Taiwan and to act and execute the "Charter Party" on behalf of Owner.

ARTICLE 15
NOTICE

For the purposes of notification for both parties according to Article 31 of the "General Terms", the full styles and communications of Owner and Owner's Agent are as follows:

Owner's full style and communications:

Name:

Address:

Telephone:

Fax:

Owner's authorized agent in Taiwan:

Name:

Address:

Telephone:

Fax:

ARTICLE 16
REMITTANCE FEE

All payments including, but not limited to, freight, multi-port surcharge, or demurrage money etc. paid by Charterer will be made through telegraphic transfer, and the remittance fee charged by bank shall be for Owner 's account.

ARTICLE 17
OTHERS

17.1 Other terms and conditions shall be subject to General Terms and Conditions for Voyage Charter Party, which is incorporated as a part of the "Charter Party".

17.2 Anything not stipulated in the "Charter Party" shall be determined by mutual consultation.

IN WITNESS WHEREOF, the Parties have caused the "Charter Party" to be duly executed by their respective authorized representatives.

Charterer

Owner:

Name:

President

Taiwan Power Company

Title:

Company:

as Agent for and on behalf of Owner

**GENERAL TERMS AND CONDITIONS
FOR
SHORT TERM VOYAGE CHARTER PARTY
(C/P No. _____)**

These General Terms and Conditions ("General Terms"), which shall be deemed to be part of any Short Term Voyage Charter Party awarded by Taiwan Power Company pursuant to the Invitation For Bid No. _____, consist of the following Articles:

Article No.	Title	
	<u>ARTICLE 1 CARGO AND QUANTITY</u>	24
	<u>ARTICLE 2 LAYDAYS PERIOD</u>	24
	<u>ARTICLE 3 LOADING PORT</u>	24
	<u>ARTICLE 4 DISCHARGING PORTS</u>	24
	<u>ARTICLE 5 SHIPPING ROUTE</u>	25
	<u>ARTICLE 6 VESSEL DESCRIPTION</u>	25
	<u>ARTICLE 7 FREIGHT</u>	28
	<u>ARTICLE 8 FREIGHT PAYMENT</u>	28
	<u>ARTICLE 9 BILLS OF LADING</u>	29
	<u>ARTICLE 10 NOMINATION</u>	29
	<u>ARTICLE 11 LAYTIME ALLOWED</u>	31
	<u>ARTICLE 12 DEMURRAGE AND DESPATCH MONEY</u>	31
	<u>ARTICLE 13 LOADING TERMS AND CONDITIONS</u>	31
	<u>ARTICLE 14 DISCHARGING TERMS AND CONDITIONS</u>	34
	<u>ARTICLE 15 WINCHES, POWER, HATCHES AND OVERTIME</u>	37
	<u>ARTICLE 16 SHIFTING AND LIGHTERAGE</u>	37
	<u>ARTICLE 17 STEVEDORE DAMAGE CLAUSE</u>	37
	<u>ARTICLE 18 AGENTS</u>	38
	<u>ARTICLE 19 MARINE REGULATIONS</u>	38
	<u>ARTICLE 20 FORCE MAJEURE</u>	39
	<u>ARTICLE 21 WAR CLAUSE</u>	40
	<u>ARTICLE 22 BOTH TO BLAME COLLISION CLAUSE</u>	40
	<u>ARTICLE 23 NEW JASON CLAUSE</u>	41
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	<u>ARTICLE 25 NO COMMISSION AND NO ASSIGNMENT</u>	41
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	<u>ARTICLE 28 GOVERNING LAW AND JURISDICTION</u>	42
	<u>ARTICLE 29 TAXES</u>	43
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	<u>ARTICLE 31 NOTICE</u>	44
	<u>ARTICLE 32 MISCELLANEOUS</u>	45

**GENERAL TERMS AND CONDITIONS
FOR
SHORT TERM VOYAGE CHARTER PARTY
(C/P No. _____)**

It is this day mutually agreed between Charterer and Owner, which are both specified in this "General Terms", upon the shipping terms as follows:

**ARTICLE 1
CARGO AND QUANTITY**

The cargo and quantity for each shipment shall be in accordance with the cargo and quantity specified in the "Contract Agreement", but always subject to the draft limitations at both ends.

However, subject to Charterer's prior consent, if the actual loaded quantity exceeds the upper limit of the cargo size specified in the "Contract Agreement", the freight rate for that portion of excess quantity shall be at fifty percent (50%) of the applicable base freight rate of that particular shipment after bunker adjustments.

The vessel shall be able to carry at least the minimum quantity of cargo as specified in the "Contract Agreement". If the actual loaded quantity of cargo is below the contractual minimum quantity, without prejudice to any right, claim and relief Charterer may have and in addition to Owner's liability to compensate supplier's loss and damages if so claimed by supplier, Owner shall pay a liquidated damages to Charterer for its failure to reach the contractual minimum quantity. Such liquidated damages shall be in an amount of the deficient tonnages multiplied by the applicable base freight rate of that particular shipment after bunker adjustments.

If loading port has different regulations or requirements on the claim of dead freight, Owner shall follow the regulations or requirements.

**ARTICLE 2
LAYDAYS PERIOD**

Owner shall dispatch the performing vessel to arrive at the loading port within the laydays period specified in the "Contract Agreement".

**ARTICLE 3
LOADING PORT**

The loading port shall be as specified in the "Contract Agreement".

The performing vessel shall pass coal supplier's vetting system. Owner shall be responsible to verify whether there are any restrictions, limitations or regulations (including draft, entry and facilities, etc.) at loading port and shall bear any and all costs and expenses incurred by Charterer due to Owner's or the vessel's non-compliance of such limitations, restrictions and regulations. Any time lost as a result of such non-compliance shall not count as laytime, even on demurrage.

**ARTICLE 4
DISCHARGING PORTS**

Unless otherwise provided for in the "Contract Agreement", the cargo loaded shall be discharged at the following ports: Kaohsiung (Taipower Coal Terminal), Hsinta (Taipower Coal Terminal), Taichung (including Taipower Coal Terminal), or Linkou (Taipower Coal Terminal), Taiwan, the

Republic of China, at Charterer's option.

Owner shall be responsible to verify whether there are any restrictions, limitations or **regulations** whether promulgated by governmental authority or by authorized private organization(s) (including draft, entry and facilities, etc.) at the discharging ports and shall bear any and all the costs and expenses incurred by Charterer due to Owner's or the vessel's non-compliance of such limitations restrictions, and regulations. Any time lost as a result of such non-compliance shall not count as laytime, even on demurrage.

Notwithstanding anything to the contrary contained herein, even after the conclusion of the relevant Voyage Charter Party, Charterer shall have the right to discharge the whole or part of the cargo at any one up to more berths or discharging ports, as arranged by Charterer. If multi-port discharging is requested by Charterer, Section 14.8 of this "General Terms" shall be applied.

If a vessel is discharged at Hsinta Taipower Coal Terminal or Linkou Taipower Coal Terminal, and if tug, mooring and unmooring are arranged by Charterer, Owner shall pay to Charterer (Hsinta Power Station or Linkou Power Station) the tug, mooring and unmooring charges calculated by Hsinta Power Station or Linkou Power Station.

In addition, if Linkou Taipower Coal Terminal is nominated as the sole port for cargo discharging, Charterer will pay to Owner at a fix amount of money per voyage as subsidies for bunker surcharge after vessel has completed discharging at Linkou Taipower Coal Terminal.

Wharfage and fresh water charge etc. at Hsinta Taipower Coal Terminal or Linkou Power Station shall be paid by Owner to Charterer (Hsinta Power Station or Linkou Power Station). If a vessel is discharged at Hsinta Taipower Coal Terminal or Linkou Taipower Coal Terminal and if tug, mooring and unmooring are arranged by Charterer. Charterer will pay Owner surcharge for discharging at Hsinta Taipower Coal Terminal or at Linkou Taipower Coal Terminal in lump sum on entire cargo.

Charterer will pay Owner "The Management Fee of Anchorage" charged by the Port of Kaohsiung, Taiwan International Ports Corp. (TIPC) if a vessel is discharged at Hsinta Taipower Coal Terminal or Talin Taipower Coal Terminal.

The surcharge and subsidies amount shall be followed by the latest Charterer's issued bid invitation letter for ocean transportation service and paid in Taiwan in New Taiwan Dollars within eight (8) Taipei banking days after vessel has completed discharging at Taipower Coal Terminal and Charterer has received Owner's invoice/receipt issued by Owner/Owner's agent.

ARTICLE 5 SHIPPING ROUTE

The vessel so loaded at loading port shall proceed with reasonable dispatch and shall arrive at the first discharging port within the period specified in the "Contract Agreement" under weather permitting. Otherwise, the objective of the "Charter Party" can not be accomplished and Owner shall be responsible for compensating any loss or damages incurred by Charterer as a result of the delay.

Any unjustifiable departure from the contract voyage unless involuntary constitutes a deviation which entitles Charterer to treat it as a repudiation.

ARTICLE 6 VESSEL DESCRIPTION

6.1 The particulars of the performing vessel nominated by Owner shall be as specified in the "Contract Agreement".

If a substitute vessel is used, Owner shall submit to Charterer a written request at least ten (10) calendar days (for the shipment from Indonesia, China or Russia) or fifteen (15) calendar days (for the shipment from Australia or South Africa or US/Canada west coast or Colombia) prior to the first day of laycan at loading port, and such request shall be subject to Charterer's acceptance.

The vessel to be nominated shall be tight, staunch and strong and in every way fitted for the voyage, and shall be classed highest or equivalent gearless (at Charterer's option as specified in the "Contract Agreement") single-deck self-trimming bulk carrier. In Addition, the Oil/ Bulk/ Ore (OBO) combined vessel is not acceptable and the DWT for all panamax shipment shall not exceed 100,000MT.

Owner shall provide to Charterer with the vessel's General Arrangement, Capacity Plan, Certificate of Registration as well as the relevant supporting documents as required by Charterer at least 7 days prior to the vessel's arrival at discharging port.

- 6.2 If the performing vessel is a gearless Panamax size vessel, the size of each hatch opening shall not be smaller than 12M x 12M in length and width, and the hatch cover shall be side-rolling opening type. If the performing vessel is not compliant with the requirements, Charterer shall have the right to reject the vessel. However, if Charterer determines not to reject such vessel, in addition to other remedies available to Charterer, Owner shall be liable for any damages caused by discharging facilities, and any time lost and/or delay of discharging thus incurred shall not count as laytime, even on demurrage.
- 6.3 Owner shall bear extra insurance premium on cargo and freight owing to vessel's age, class, country where built, flag and/or ownership or any other reason. Owner shall pay said premium to insurance company directly within fifteen (15) calendar days upon receipt of Charterer's notice. The performing vessel(s) shall enter the International Group of P and I Clubs. The failure to this Section shall be considered as fundamental breach or default of the "Charter Party".
- 6.4 Owner guarantees that the age of the performing vessel shall be less than but not equal to the years as specified in the "Contract Agreement". Owner guarantees that the voyage to be performed hereunder shall not be the last voyage prior to scrapping of the vessel. Failing such guarantee, Owner shall surrender his performance bond in full and also bear any and all responsibility for all losses and consequences thus incurred.
- 6.5 If the cargo is to be discharged in whole or in part at port public berth(s), or if Charterer requests Owner to arrange discharging equipment, Owner shall be under the obligation to cause and ensure that all discharging equipment in connection with discharging from the vessel will be available and will be properly operated by qualified operators at the risks of Owner, the cost for discharging equipment shall be paid by Charterer according to the relevant stipulations of the "Charter Party".
- All time lost as a result of lifting on and/or off, preparation, adjustment and breakdown of all such discharging equipment shall be for Owner's account and relevant expenses shall be paid for by Owner, even on demurrage.
- 6.6 The vessel must be equipped with proper safety measures to ensure safe entry to and exit from the ship. Owner shall ensure that each hold-ladder, including corridor, of the nominated performing vessel is in good and safe condition by providing the latest photos of the hold-ladders, including corridors, for charterer's review. The vessel's gangway, hold-ladders, gangboard and other measures shall be kept in good and safe condition throughout the discharging process and the arrangement for safety measures shall be for Owner's account and its time lost thus incurred shall not count as laytime, even on demurrage (at Taichung Terminal, the width between permanent fender and wharf is 2 meters), otherwise, Charterer has the right to refuse or stop discharging. Any fine for deficiencies of safety protection shall be for Owner's account, and any time thus lost shall not count as laytime, even on demurrage.

- 6.7 Owner shall verify that the vessel's air draft fulfill the requirements of the discharging ports/berths. Time lost due to insufficient ballast pump capacity in relation to the actual loading or discharging rate shall not be counted as laytime, even on demurrage. Owner shall be liable to Charterer for any and all losses, damages and costs (including, without limitation, third-party claims against Charterer) caused by or related to Owner's failure to perform in accordance with provisions contained herein.
- 6.8 If bilge accumulates in any hold of the vessel and creates a situation where Charterer's equipment can not be operated, Owner shall be responsible for pumping the bilge out to the bilge tank. Otherwise, Charterer may stop unloading, and all time lost therefrom and costs for the delay in unloading will be the sole responsibility of Owner, even on demurrage.
- 6.9 The Minimum Breaking Load (MBL) of each mooring line on the vessel must meet the requirements of both the loading and discharging ports.
- In addition, each mooring rope on the vessel must be maintained at proper tightness and be adjusted in accordance with draft variations throughout the discharging process.
- Owner shall be liable to Charterer for any and all losses, damages and costs (including, without limitation, third-party claims against Charterer) caused by or related to Owner's failure to perform in accordance with provisions contained herein.
- 6.10 The performing vessel should comply with the related regulations and restrictions of Industrial Safety and Environmental Protection throughout the discharging process at Taipower Coal Terminals. In addition, the performing vessel should not drain bilge and marine waste oil, or emit exhaust gas during her berthing. Owner shall bear all costs, penalties and expenses incurred by Charterer due to Owner's or its agent's non-compliance of such regulations and restrictions. Any time lost as a result of such non-compliance shall not count as laytime, even on demurrage.
- 6.11 Vessel's BEAM for all panamax shipments shall not exceed 32.2 meters for Huanghua port, 36 meters for Indonesia Bulk Terminal (IBT) and shall not exceed 45 meters for all other loading ports. In addition, vessel's BEAM for all capesize shipments shall not exceed 45 meters at all discharging ports.
- 6.12 Vessel's LOA for all panamax shipments shall not exceed 226 meters for Huanghua port and 230 meters for Indonesia Bulk Terminal (IBT). Vessel's LOA for all capesize shipments shall not exceed 289 meters for Taipower coal terminal in Taichung port.
- 6.13 Taipower reserves the right to reject any of the following vessels which are not suitable to unload the cargo at Taipower coal terminal in Taiwan R.O.C.: MV "Zalongo", MV "Irene V", MV "Mare Tirreno", MV "Baraganul", MV "Baia Noua", MV "Kasturba", MV "Blue Coral", MV "PANSOLAR", MV "PANSTAR" and MV "HONG EXPRESS".
- 6.14 Unless otherwise agreed by Taipower, the age of the performing vessels shall be less than but not equal to 15 years for Tanjung Bara, less than but not equal to 18 years for North Pulau Laut Coal Terminal (NPLCT), and less than but not equal to 20 for all other loading ports. However, all vessels shall be subject to the restrictions or limitations as specified in Article 3 of the General Terms. (The vessel's age shall be calculated from the month when the vessel was built up to the month which the latest day of laydays is located). If the age of the performing vessel is greater than 14 years but less than 15 years for Tanjung Bara, is greater than 17 years but less than 18 years for North Pulau Laut Coal Terminal (NPLCT), or is greater than 19 years but less than 20 years for all other loading ports. Owner shall provide Certificate of Vessel's Registry or Certificate of Vessel's Nationality or Certificate of Class for Charterer's verification when Owner nominates the performing vessel.

6.15 The vessel shall proceed with reasonable dispatch and shall arrive at the first discharging port within ten (10) days for the shipment from Indonesia or People’s Republic of China or Russia, within eighteen (18) days for the shipment from Australia, or within twenty-eight (28) days for the shipment from South Africa or US/Canada west coast ,or within fifty-five (55) days for the shipment from Colombia under weather permitting.

**ARTICLE 7
FREIGHT**

7.1 Base Freight Rate:

The base freight rate for each shipment shall be in accordance with the base freight rate specified in the "Contract Agreement".

7.2 Bunker Adjustments:

7.2.1 Unless otherwise specified in the "Contract Agreement", the base freight rate for each shipment as determined by Section 7.1 shall be adjusted at the rate specified below for every increase or decrease of US\$1.00 per metric ton in the price of the bunker oil which is 90% composed of the price of the Low Sulfur Marine Residual Fuels MF-180(0.5%), also named as LS-MF180, and 10% composed of the price of the Marine Gas Oil.

Vessel size	Panamax	Capesize
Loading Area		
Australia	0.011	0.009

The base prices of the LS-MF180 and of the Marine Gas Oil are specified in the "Contract Agreement". Any change of the bunker oil price applicable for each shipment shall be solely pursuant to the change of Spot Price at Kaohsiung shown on the International Marine Fuel Oil Price Schedule announced from time to time by CPC Corporation, Taiwan, regardless any rebate or discount, partial or general.

The determination for bunker adjustments shall be made to the nearest cent. A fraction of a cent in US dollar shall be rounded up to a cent if such fraction is one half of a cent or more, and shall be disregarded, otherwise.

7.2.2 Each shipment shall be applied for the bunker adjustment of the base freight rate in accordance with the preceding paragraph 7.2.1. Any adjustment shall be based on the date when the vessel has completed loading at the loading port and the date of Taiwan Petroleum Corporation announcement of the price of LS-MF180 and/or of Marine Gas Oil. If such day is not a working day, the previous working day shall follow.

**ARTICLE 8
FREIGHT PAYMENT**

8.1 The freight payable, based on the quantity of the cargo set out in the on-board Bills of Lading, shall be fully paid to Owner or Owner's agent in New Taiwan Dollars within eight (8) Taipei banking days after (1) the completion of loading (last cargo on board) and (2) Charterer's receipt of (a) Owner's freight invoices and freight receipt issued by Owner/Owner's agent in Taiwan on behalf of Owner together with (b) the copy of original Bills of Lading and statement of fact at the loading port.

8.2 Whether ship and/or cargo is lost or not, the freight paid to Owner or Owner's agent pursuant to Section 8.1 shall be discountless and non-returnable. However, if the loss of or damage to the goods or any additional expenses incurred is resulting from the intentional act or gross negligence or fault of Owner, Owner shall refund such freight to Charterer. Nothing in this provision shall prejudice Charterer's right to set-off. A set-off may be made even though the obligations are irrelevant to the subject shipment.

8.3 The exchange rate between New Taiwan Dollars and U.S. Dollars for payable freight shall be the average of the U.S. Dollars buying rate and selling rate last announced by the Bank of Taiwan on the date when the vessel has completed loading at the loading port. If such date is not a banking day, the immediate succeeding banking day shall follow. (A fraction of the exchange rate shall be rounded up to 0.1 cent if such fraction is one-half of 0.1 cent or more, and shall be rounded down otherwise.)

If there is a fraction of a New Taiwan Dollar in the amount of the payable freight, it shall be rounded up to a dollar if the fraction is one half of a dollar or more, and be disregarded otherwise.

8.4 Not later than seven (7) days after loading, Owner should provide one copy of each of the documents including original on-board Bills of Lading, Notice of Readiness, Stowage Plan and Statement of Fact (or port log) to Taiwan Power Company, Department of Fuels, Transportation Section.

ARTICLE 9 BILLS OF LADING

The Bills of Lading shall be clean on-board Bills of Lading and shall be marked the wording as specified in the "Contract Agreement", and furthermore, shall be marked "For and on behalf of Master" after signed party if the Bills of Lading are not issued by Master.

In addition, Owner shall issue and deliver to Charterer a certificate in a form and substance satisfactory to Charterer certifying that the person who signed the Bills of Lading on behalf of Owner has been duly authorized and fully empowered by Owner to sign such Bills of Lading.

The weight stated in the Bills of Lading must correspond to that set out in the Certificate of Weight issued on the basis of draft survey by an independent licensed marine surveyor designated by Charterer. A fraction of a ton shall be rounded up to a ton if the fraction is one half of a ton or more, and shall be disregarded if less than one half of a ton. Such Bills of Lading shall be signed promptly and released to cargo supplier within twenty-four (24) hours (Saturday, Sunday, Holiday included) after presentation of Mate's receipt. Otherwise, Owner shall bear Charterer's all losses and damages arising from such delay.

If Charterer can not provide the original Bills of Lading before discharging, Owner shall agree to release the cargo by signed "Letter of Indemnify"(LOI).

ARTICLE 10 NOMINATION

10.1 After receipt of Charterer's notification with respect to the loading port and laydays for each shipment, Owner shall nominate performing vessel to Charterer with the following information at least **20 days** prior to the first day of laycan: (1) the name of the vessel, (2) loading quantity,

(3) the laydays, (4) the estimated time of arrival (ETA) at loading port and (5) vessel's particulars.

It is essential that Owner is responsible for nominating a vessel to perform the specified shipment with the agreed laydays. If the vessel so nominated fails to arrive at the loading port within the laydays and is not accepted by Charterer; or if Owner defaults in the performance of the "Charter Party" or relevant shipment; or if Owner is unable to nominate a vessel acceptable to Charterer for any shipment; or judging from the vessel's position and schedule, Charterer deems that the vessel is unable to arrive at the loading port within the laydays, Charterer shall be entitled, without prior notification:

- (1) To terminate the subject shipment and/or the "Charter Party" and/or
- (2) To arrange a substitute vessel or vessels to perform that specified shipment or shipments within the same laydays or within a new laydays set by Charterer.

All losses and damages incurred therefrom, including but without limitation to, any additional freight and/or extra demurrage in excess of the freight and demurrage rate of the "Charter Party", or any additional purchase price in excess of the contract purchase price, or any damages claimed by cargo supplier etc. shall be borne and paid by Owner. Owner also agrees to surrender his performance bond in full and also bear any and all responsibility for all losses and consequences thus incurred.

10.2 Charterer has the right to reject Owner's nomination of any vessel which has the same characteristic (flag, crew, ownership or classification, etc.) as that of other vessel(s) having been arrested, boycotted or banned at the loading port, and

- (1) If any Owner's vessel other than the performing vessel has been arrested, boycotted or banned, or there is an inclination or potential that the performing vessel is to be arrested, boycotted or banned, Charterer is entitled, after prior notification, to terminate the subject shipment and/or the "Charter Party", unless such events have been fully settled, and it does not exist any inclination or potential of arrest, boycott or ban; or an irrevocable stand-by Letter of Credit issued by a first class bank satisfactory to Charterer within four (4) working days after receipt of Charterer's notice in an amount covering the full arrived (C.I.F.) value of the cargo as an additional performance bond has been provided by Owner.

All time lost falling within this period of requesting additional performance bond will not count as laytime, even on demurrage.

- (2) Should the vessel be arrested, boycotted or banned at the loading port, any time thus lost and all expenses thus incurred shall be for Owner's account. In case the vessel has been arrested or boycotted or banned at the loading port, Charterer has the right to reject the vessel and cancel that particular shipment or the "Charter Party" or to delay or stop the shipment of goods, or to postpone the payment of freight, and/or to claim damages, without prior notification.

In addition, Charterer shall also have all rights relating to the arrangement of substitute vessel as provided for in Section 10.1, and Owner shall be responsible for compensating any loss or damages incurred by Charterer as provided for in Section 10.1. Owner's indemnifications shall not be limited by, nor satisfy, in whole or in part, the cap on total cumulative liability set forth in Article 27.1 of this "General Terms".

10.3 Owner shall ensure Master to advise the coal supplier or its agent and Charterer by email or telefax of the vessel's ETA at loading port and tonnages to be loaded twenty-one (21) days (only for the shipment from South Africa or US/Canada west coast or Colombia), fourteen (14) days, seven (7) days, seventy-two (72) hours, forty-eight (48) hours, twenty-four (24) hours and twelve (12) hours prior to the vessel's ETA at loading port respectively. Any losses, expenses and responsibility resulted from the negligence of such advice, if any, should be for Owner's account.

- 10.4 Owner shall ensure Master to advise Charterer of the vessel's ETA at discharging port by email or telefax fourteen (14) days, seven (7) days, seventy-two (72) hours, forty-eight (48) hours, twenty-four (24) hours and twelve (12) hours prior to the vessel's ETA at discharging port respectively. Any losses, expenses and responsibility resulted from the negligence of such advice, if any, should be for Owner's account.
- 10.5 Before the coal is loaded on the performing vessel, Owner shall cause the Master to declare in writing to the coal supplier the maximum quantity of coal that the vessel can be loaded. Such declaration shall be given at least three (3) days prior to the vessel's arriving at loading port.

ARTICLE 11 LAYTIME ALLOWED

- 11.1 Laytime allowed for each shipment shall be as specified in the "Contract Agreement".
- 11.2 Any time lost through any event of Force Majeure declared by either party, or breakdown or insufficiency of equipment or any neglect or fault of the vessel, Master or crew affecting the loading and/or discharging operation shall not be counted as laytime.

ARTICLE 12 DEMURRAGE AND DESPATCH MONEY

- 12.1 Demurrage shall be payable at the rate as specified in the "Contract Agreement" per day or pro rata for fractions of a day for all time lost at both ends. Owner agrees to pay Charterer despatch money at the rate as specified in the "Contract Agreement" per day or pro rata for fractions of a day for all laytime saved at both ends.

Charterer has the right to average the laytime allowed for loading and discharging. The total time spent in loading and discharging should be considered separately, and a balance should be struck between them. (For example, the time saved in loading should be set off against the excess time spent in discharging, vice versa.)

- 12.2 Demurrage and/or Despatch money should be settled with Owner or Owner's agent in Taiwan and paid for in Taiwan in New Taiwan Dollars within sixty (60) days after the completion of discharging of the shipment of the coal. Exchange rate shall be determined according to Section 8.3. If Despatch money is not settled within such time period, Charterer shall have the right to deduct such amounts from contract price payable to Owner. If the contract price payable to Owner is insufficient for deduction, Charterer shall have the right to draw the balance amount and interest earned thereon under Owner's performance guarantee bond.

ARTICLE 13 LOADING TERMS AND CONDITIONS

- 13.1 Notice of readiness (hereinafter referred to as N/R) shall be tendered during office hours (i.e. 0900-1700 on Monday through Friday and 0900-1200 on Saturday, excepting Saturday afternoons, Sundays and holidays; provided, however, for those shipments from South Africa, such notice is tendered between 0730 and 1600 hours on Monday through Friday; excluding Christmas period which runs from 2200 hrs on December 24 to 0600 hrs on December 26) within the specific laydays after the vessel arrives at loading port whether in berth or not, provided the vessel is in free pratique, customs clearance by port authorities and ready to receive cargo in every respect. If N/R is accepted during the time other than normal office hours, N/R shall be deemed to be accepted at the beginning of the office hours of the next working day.
- However N/R may also be tendered upon the vessel's arrival without free pratique and/or customs clearance provided that Owner proves that free pratique and/or customs clearance is impossible to obtain according to port regulations or customs. In such cases, time lost for

obtaining free pratique and/or customs clearance after N/R is tendered shall not count as laytime, even on demurrage. If free pratique or customs clearance is not granted after N/R is tendered, such N/R shall become null and void and a fresh N/R shall be tendered after free pratique and customs clearance are granted. (Note: The proviso in this paragraph is not applicable for the shipments from PRC).

If N/R tendered by Owner is not complied with the requirements set forth above, such improper N/R shall not be binding upon Charterer, even such N/R is accepted by the coal supplier, unless Owner obtains Charterer's prior consent.

13.2 Before tendering Notice of Readiness to the coal supplier at the loading port, the holds of the performing vessel should be clean, dry, in good order, and ready to receive the entire cargo in all respects. Such conditions should be written on Notice of Readiness. All residue and other material removed from holds should be disposed properly and not allowed to be left on the deck to avoid being fallen into holds again.

13.3 Laytime shall commence twelve (12) (for those shipments from South Africa, eighteen (18)) hours (hereinafter referred to as "Turn Time") after Notice of Readiness is accepted. If the loading commences earlier, then the actual loading time before the expiry of Turn Time shall count as laytime. Any time lost due to shifting loader or any stoppage in this period (including meal hours) shall not count as laytime and the time lost due to the stoppage of loading facilities (including shiploader, gear, crane, grab, bulldozer, conveyor etc. used directly for the load of coal from the vessel) caused by any reason shall be deducted from laytime proportionally as per the stoppage of each unit of loading facilities..

The time required for draft survey conducted by surveyor and loading of bunkers and lubricants on the vessel shall not be included in the laytime, even on demurrage, unless the loading of the coal is done concurrently. The time used for draft check requested by Owner shall not count in the laytime, even on demurrage, unless the loading, trimming of the coal is done concurrently. The laytime or demurrage shall end at the point of time when the loading and all trimming work has been completed.

If the vessel arrives at loading port and commences loading before the commencement of the laydays, N/R shall be tendered during office hours after the commencement of the laydays, any N/R tendered before the laydays and being accepted shall be deemed to be accepted at the beginning of office hours after the commencement of the laydays. Laytime shall commence twelve (12) (for those shipments from South Africa, eighteen (18)) hours after N/R is thus accepted. If loading commences before the expiry of Turn Time, only time actually used for loading shall count as laytime and, Charterer shall have the right to deduct the time period, calculated from the actual commencement of loading to the beginning on the first day of laydays, from the total time loss for awaiting discharging at the discharging port, even on demurrage.

If the vessel arrives at loading port later than the latest day of the laydays and is still accepted by Charterer, without prejudice to the rights and remedies stipulated in Article 10, only actual time used for loading shall count as laytime.

13.4 Owner shall conduct loading in accordance with Charterer or the coal supplier's instructions. On berthing, the vessel is to be inspected and certified by a licensed marine surveyor designated by Charterer. If the vessel after berthing is not ready in all respects, then the time of her berthing to her readiness for loading shall not count as laytime, even on demurrage. The time required for holds inspection by surveyor should not count as laytime, even on demurrage.

13.5 If the vessel's berthing (including waiting for berth) or loading is delayed or interrupted due to bad weather or government orders, any time lost shall not count as laytime. In addition, if it is delayed or interrupted due to any insufficiency or fault attributable to the vessel, the Owner, the Master, or crew, any extra costs and expenses thus incurred shall be borne by Owner and any time lost shall not count as laytime, even on demurrage.

- 13.6 The time lost due to the breakdown of loading facilities (including coal sampling facility) at loading port shall be deducted proportionally from laytime as per the breakdown of each unit of shiploaders or vessel's gears.
- 13.7 If the vessel is being loaded during a time of precipitation, Owner shall ensure that the Master closes all cargo holds. The coal loaded in the holds (the smallest one excepted) should be as even as possible.
- 13.8 For the shipment of coal loaded on gearless vessels at anchorage by either floating cranes or floating transshippers, if the coal samples are collected by independent quality inspector in the hold, the procedure will be performed throughout the discharging of the barge. Owner shall ensure the Master of the vessel of this procedure and obtain his assurance that (1) sampler safety will be maintained and (2) that Master of the vessel accepts and agrees that loading will be temporarily interrupted. All time required for sampling of coal will be included in the laytime used, even on demurrage.
- 13.9 Owner shall ensure Master to pay close attention to coal loading, stowing, and trimming etc. and to dispose coal in strict compliance with the regulations, recommendations, memoranda whatsoever prepared by IMO or other international organizations or Protection & Indemnity Clubs or any governmental agencies.

In order to carry and deliver coal safely, after loading has been completed, Master shall ensure that the temperature of coal and concentration of gas in the holds shall be closely monitored and ensure that all necessary and proper means and measures have been taken to eliminate the possibility of accidents resulting from coal overheating, gas emission & concentration or explosion.

Charter shall ensure the coal supplier to furnish Owner or his agent with the category and characteristics of coal loaded as per IMO's code or regulations and responsible for trimming and stowage of coal to the satisfaction of the Master.

Upon the completion of loading, Owner is deemed to have consented with knowledge of the category and characteristics of coal loaded.

Charterer shall not be obliged to notify the Master of the category or characteristics of cargo loaded, and not be responsible in any event for loss or damage to or in connection with, cargo and/or the vessel if the category or characteristics of coal loaded thereof has been misstated by the coal supplier.

- 13.10 For the purposes of laytime calculation, the Statement of Facts of loading, unless otherwise provided by the coal supplier, shall be prepared by Owner at its own expenses and be confirmed and signed by both Owner and the coal supplier or their respective agents.
- 13.11 After laytime is commenced, Owner shall notify Charterer any extraordinary event causing the detention of the vessel and shall comply with Charterer's instruction. Nevertheless, in no event shall the damages of detention per day claimed by the Owner exceed the demurrage rate as specified in the "Contract Agreement". Nothing in this provision shall prejudice Charterer's rights of objection or immunity.
- 13.12 In the event that the licensed Marine Surveyor is unable to carry out a successful initial draft survey on the vessel which is to be loaded, then the Certificate of Weight shall be based on a deadweight survey. Owner will inform Charterer as soon as possible of the situation and ask the Marine Surveyor to produce a report to Charterer detailing, with reference to the standard procedure for understanding draft surveys, the reasons why the initial draft survey is not carried out successfully.

- 13.13 If it is necessary for the vessel to drain away bilge water on her return voyage to Taiwan, Owner shall ensure that the Master gauges the volume of the bilge water drained away and prepares a record to be furnished to Charterer. If it is impossible for the Master to gauge in detail the volume of the bilge water drained away due to the structure of the vessel, Owner shall make a reasonable estimate of the volume of the water drained away and submit such estimate in writing to Charterer.
- 13.14 Owner shall warrant that no part of the coal loaded has been in contact with sea or salt water from the port of loading to the port at which the coal is to be unloaded. Owner shall be liable to charterer for any losses, damages and costs caused by or related to Owner's failure to perform in accordance with the warranties contained herein.

ARTICLE 14

DISCHARGING TERMS AND CONDITIONS

- 14.1 Notice of Readiness shall be tendered during office hours (i.e. 08:00-17:00 on Monday through Friday, excepting Saturdays, Sundays, Holidays recognized by the Government of the Republic of China) after the vessel arrives at the discharging port, whether in berth or not, provided the vessel is in free pratique, customs clearance by port authorities and ready to discharge cargo in every respect, but not including the arrangement of discharging equipment such as mobile cranes, bulldozers, etc., if the coal is discharged at port public berth. If N/R tendered is accepted during the time other than normal office hours, N/R shall be deemed to be accepted at the beginning of the office hours of the next working day.

However N/R may also be tendered upon the vessel's arrival without free pratique and/or customs clearance provided that Owner proves that free pratique and/or customs clearance is impossible to obtain according to port regulations or customs. In such cases, time lost for obtaining free pratique and/or customs clearance after N/R is tendered shall not count as laytime, even on demurrage.

If free pratique or customs clearance is not granted after N/R is tendered, such N/R shall become null and void and a fresh N/R shall be tendered after free pratique and customs clearance are granted.

- 14.2 Laytime shall commence twenty-four (24) hours (hereinafter referred to as "Turn Time") after Notice of Readiness is accepted. If the discharging commences earlier, then the actual discharging time before the expiry of this 24 hours period shall count as laytime. Any time lost due to any stoppages shall not count as laytime and the time lost due to the breakdown of discharging facilities (including shipunloader, gear, crane, grab, bulldozer, conveyor etc. used directly for the discharge of coal from the vessel) caused by any reason shall be deducted from laytime proportionally as per the stoppages of each unit of discharging facilities. However, if the stoppages of discharging facilities is attributable to Owner, time loss as a result shall be deducted by two (2) times from laytime proportionally as per the stoppages of each unit of discharging facilities. The laytime or demurrage shall end at the point of time when discharging has been completed. If there are any stevedore damage which the vessel sustained at Taipower Coal Terminal due to any cause attributable to Charterer and the repair will be made at discharging port after the completion of discharging, the laytime or demurrage shall end at the point of time when the repair is finished. However, if the repair is delayed or interrupted due to any cause attributable to the vessel, Owner or its agent, the Master or crew, any time lost thus incurred shall not count as laytime, even on demurrage.

If the vessel arrives at loading port later than the latest day of the laydays and is still accepted by Charterer, without prejudice to the rights and remedies stipulated in Article 10, Charterer shall have the right to increase laytime allowed of discharging for the total period of delay, including prorated day for fractions of a day's delay. The total period of delay shall be calculated from 2400 hours on the latest day of laydays till the vessel's arrival time at loading port.

14.3 If the vessel after berthing is not in all respects ready for discharging, the actual time lost from the time of her berthing to her readiness for discharging shall not count as laytime, even on demurrage.

If the vessel's berthing (including waiting for berth) or discharging is delayed or interrupted due to bad weather (including typhoon, strong wind, raining etc.) or government orders, any time lost shall not count as laytime. In addition, if it is delayed or interrupted due to any insufficiency or fault attributable to the vessel, Owner, the Master or crew, any extra costs and expenses thus incurred shall be borne by Owner and any time lost shall not count as laytime, even on demurrage.

14.4 The vessel shall be suitable for grab discharge and the coal shall be stowed only in the hold area in which the mechanical bucket and/or grab and bulldozer usually used by Charterer can be operated freely. No coal is permitted to be loaded in deep tanks, bunkers spaces, wings tanks or any other compartment which can not be reached by the mechanical bucket and/or grab or bulldozer during its free operations. Otherwise, any additional expenses thus incurred in loading, trimming or in discharging shall be for Owner's account and time thus lost (including time lost due to collecting coal from frames and/or longitudinal in the main holds which can't be reached by mechanical bucket, grab or bulldozer during its free operations) shall not count as laytime, even on demurrage.

14.5 The time lost due to the breakdown of discharging facilities (including shipunloader, gear, crane, grab, bulldozer, conveyor etc. used directly for the discharge of coal from the vessel) caused by any reason shall be deducted from laytime proportionally as per the breakdown of each unit of discharging facilities. However, if the discharging berth is Taipower Coal Terminal and the discharging facilities are broken down before commencement of discharging of coal, unless the breakdown of discharging facilities is caused by Force Majeure, the time lost due to the breakdown of discharging facilities shall not be deducted from laytime proportionally.

The charges imposed by port authority for stand-by of stevedores for awaiting the repair of the vessel's gears or mobile cranes, if any, shall not be borne by Charterer.

14.6 If the coal is discharged at a public berth, the following terms shall be applied:

14.6.1 Laytime shall commence and end according to Section 14.2.

14.6.2 All time lost as a result of lifting on and/or off, preparation, adjustment of discharging equipment (including gears, cranes, grabs and bulldozers etc.) shall be deducted from laytime proportionally, even on demurrage.

14.6.3 Discharging Rate (only applied to panamax gearless size vessel): Owner shall guarantee that the average discharging rate should be at least 6,000 metric tons per day for panamax gearless vessel. If the average discharging rate is less than 6,000 metric tons per day, the laytime used shall be calculated on the basis of 6,000 metric tons per day and any demurrage thus incurred shall be for Owner's account.

14.7 Owner shall, in complying with Port/Terminal regulations and Charterer's instructions, conduct any arrangement to have the vessel berthed i.e. application for pilot and tow service etc., immediately after the vessel tendering of N/R and conduct discharging immediately after the vessel is berthed and have the vessel vacated from the discharging berth promptly after completion of the discharging, without delay.

If Owner fails to act accordingly, or any other causes attributable to Owners' default which delays the vessel's prompt berthing, discharging, or delays the vessel's prompt departure from the discharging berth and such delays prevent other waiting vessel(s) from berthing, or any other

causes attributable to Owner and which as a result adversely affects the efficient use of the discharging terminal, then, without Charterer's prior notification, Owner shall compensate Charterer for all losses, costs, damages, expenses and/or liability against Charterer's presentation of evidence of having incurred such loss and/or liability caused thereby or resulting therefrom. In case of needs for mooring of other vessel, without Charterer's prior notification, Charterer has the right to order and to have the vessel towed off the berth, at Owner's risk and expenses. Owner remains responsible for all losses and damages incurred as a result of delay or failure.

If it deems necessary, Charterer may unilaterally change the unloading turns of the vessels, or reschedule the order of the discharging of cargoes, including, but not limited to, instructing the vessel to stop unloading and removing such vessel from the berth to another stand-by place. In such circumstances, Owner is not entitled to demand compensation for any losses, expenses, or damages incurred or sustained therefrom, nor to claim any damages of "detention of the vessel" or whatsoever, and the vessel that still carries Charterer's cargoes shall not leave the discharging port without the prior written permission of Charterer. Provided always that the above provision should not alter the calculation of discharging time, nor relieve Charterer from fulfilling its obligation of paying the demurrage, if any, as stipulated in the "Charter Party".

14.8 Multi-port discharging:

If multi-port discharging is requested by Charterer, the following provisions shall be applied:

14.8.1 Charterer shall pay Owner multi-port discharging surcharge at the rate of US\$0.50 per metric ton on entire cargo according to the quantity stated on Bills of Lading when each next discharging ports requested.

14.8.2 The multi-port discharging surcharge shall be paid in Taiwan in New Taiwan Dollars within eight (8) Taipei banking days after the vessel has completed discharging and Charterer has received Owner's freight invoices and freight receipt.

14.8.3 Laytime used and turn time for the previous discharging port will terminate temporarily when the vessel completes the discharging of that portion of cargo which Charterer by prior notice requires Owner to discharge at the previous discharging port.

14.8.4 The subsequent laytime used shall commence upon the vessel's arrival at the next discharging port, whether in berth or not (excluding the shifting time from anchorage to the berth). However, if Turn Time has not been expired at the previous discharging port, it shall continue to count upon the vessel's arrival at the next discharging port.

14.8.5 Any expenses and time used for shifting from the vessel's completed discharging at the previous discharging port to her arrival at the next discharging port shall be for Owner's account and shall not count as laytime.

14.8.6 The exchange rate between New Taiwan Dollars and US Dollars in this Section 14.8 shall be determined pursuant to Section 8.3.

14.9 If the performing vessel has to anchor at the other port to wait for discharging berth due to port congestion, bad weather or the regulation of the port authorities at the discharging port, N/R may be tendered by Owner during office hours when the vessel arrives at the other port. If the vessel arrives at a time other than office hours, N/R shall be tendered during the office hours of the next working day. If the shifting from the other port to the discharging port is conducted during the 24 hours Turn Time period, the ending of 24 hours Turn Time shall be extended according to the period of shifting time. If the shifting is conducted after the 24 hours Turn Time period, the shifting time should be deducted from laytime even on demurrage.

ARTICLE 15
WINCHES, POWER, HATCHES AND OVERTIME

Owner shall ensure that the vessel nominated for the carriage of the coal shall provide free use of winches and power for the purpose of loading, trimming and discharging and all work associated or incidental thereto, together with lighting facilities on board that may be needed for working on the vessel.

All opening and closing of hatches and removal or replacing of beams at both ends shall be for Owner's account and its time lost thus incurred shall not count as laytime, even on demurrage. Irrespective of the loading and/or discharging cost, Charterer and/or the coal supplier and/or port authorities have option to request loading and/or discharging be carried out beyond ordinary working hours and during excepted periods, extra cost of stevedores and all extra expenses incurred on shore shall be for Charterer's account, Owner shall provide, free of charge, all vessel's facilities, inclusive services of officers and crew, to comply with loading and discharging operation.

ARTICLE 16
SHIFTING AND LIGHTERAGE

Shifting time and expenses shall be for the party who has given the order. If shifting is ordered by the port authorities or shipowner, the shifting time and expense shall be for Owner's account. If shifting is requested by Charterer, Section 14.8. shall be applied.

If shifting is mutually ordered by Charterer and Shipowner due to bad weather, Charterer will be liable for the shifting expenses (including pilotage, tuggage, mooring and unmooring charges). However, the shifting time shall be for Shipowner's account, even on demurrage.

Shifting time from anchorage to berth (from anchor up or pilot on board, whichever is earlier, to all made fasten alongside berth) shall not count as laytime at both ends, even on demurrage.

At discharging port, Charterer has the right to order the vessel to shift from one berth to another berth or anchorage according to Charterer's need. Owner shall render all possible co-operation. In this circumstance, shifting time and expenses (including pilotage, tuggage, mooring and unmooring charges) thus incurred shall be for Charterer's account. However, the cost for bunker fuels used and the services of officers and crew shall always be borne by Owner.

All expenses and risk for lighterage shall be for the party who has given the order.

ARTICLE 17
STEVEDORE DAMAGE CLAUSE

17.1 Charterer is not responsible for the stevedore damage which the vessel sustained at the loading port. Any stevedore damage at the loading port shall be settled directly between Owner and stevedore. Owner shall ensure that Master will notify shipper and stevedore about the damage at the time of occurrence of damage on or before the vessel's departure from loading port.

17.2 Charterer is not responsible for the stevedore damage which the vessel sustained at the discharging port, unless notified in writing by the Master/Owner's agent at the time of occurrence of such damage or as soon as possible thereafter but before departure. The Master shall use his best effort to obtain the written acknowledgement by the responsible parties causing the damage unless the damage has been made good in the meantime.

17.3 If the damage is too serious or too numerous (But Not Affect The Safety Of Ship Structure And Navigation) to be finished repairing before coal is completely discharged, the marine surveyor

along with the representative of insurance company will be notified to inspect and to take a picture as a testimony, and then advise Owner to set sail. Regarding the said above damage, Charterer will require Owner to consign it to elsewhere for repair, and Owner may address the bill of repairing expenditure to Charterer for damages.

When Charterer assumes the solvable approaches to damage as said above, Owner will not make an excuse or any reason for keeping ship berth at discharging port, otherwise the loss of demurrage that occurs to Charterer will be charged to Owner (including the loss caused to other ships carrying Charterer's coal waiting outside the port).

17.4 Charterer's maximum liability hereunder, arising from any cause whatsoever, whether based on contract, tort (including negligence) or any other theory of law, shall not exceed reasonable direct repair costs. Any complaint based on any aforementioned cause of action must be lodged and filed with Taipei District Court of Taiwan, the Republic of China, except otherwise stipulated in this "General Terms".

ARTICLE 18

AGENTS

18.1 The agency fees at both ends shall be borne by Owner. Unless otherwise requested by Charterer or port authority, shipping agent at both ends shall be appointed by Owner. If Charterer is of the opinion that the shipping agent is incompetent, Charterer may, by notice to Owner, require such agent to be replaced. Owner shall act accordingly without delay.

18.2 Foreign Owner or Mainland China Owner shall authorize an agent in Taiwan to act on his behalf to sign the "Charter Party" in Taiwan, to issue freight invoice and freight receipt, to collect ocean freight, to settle Despatch/Demurrage and to communicate the relevant matters with Charterer. The authorized agent and Owner are jointly and severally liable to Charterer for any and all of their obligation under the "Charter Party". The full style of authorized agent is as specified in the "Contract Agreement".

18.3 For Mainland China Area coal shipment and for Tanjung Bara Coal Terminal (including Floating Transfer Station), Indonesia, the shipping agent at loading port shall be designated by the coal supplier.

ARTICLE 19

MARINE REGULATIONS

19.1 Owner and the performing vessels shall comply with all applicable laws and regulations whether promulgated by governmental authority or by authorized private organization(s), of the port or terminal (hereinafter referred to as "Marine Regulations"). If she fails to do that, Owner shall be liable for all losses, expenses and responsibility thus incurred and shall indemnify and defend Charterer, its agents, officers and employees against, and shall hold them free and harmless from, any and all losses, expenses, liabilities and claims of any kind and character arising from the failure on the part of Owner, the vessel, her Master and crew to comply with any such laws and regulations.

Charterer's acceptance of nomination of the vessel or approval of loading schedule will in no way relieve Owner of responsibility for failing to comply with the requirements stipulated in this Article.

If the clause under this "General Terms" conflicts with the Marine Regulations at which the vessel call, the Marine Regulations shall prevail.

19.2 In full compliance with the "Regulations Governing the Civil Relationship Between Taiwan and Mainland China" and its enforcement rules and any rule, regulation, order issued pursuant to said Regulations, unless owner and the performing vessel comply with the regulations for direct cross-strait shipping between Taiwan Area and Mainland China Area, all performing vessels under the "Charter Party" should not call directly at the ports of Mainland China Area or other specific countries announced by the Government of the Republic of China, enroute either to or from the ports of Taiwan Area.

19.3 Unless owner and the performing vessel comply with the regulations for direct cross-strait shipping between Taiwan Area and Mainland China Area, no vessels under the flag of the following regimes or countries shall be used:

Mainland China

19.4 Vessel(s) owned or operated by South Korea company or vessel(s) under the flag of South Korea are not acceptable until the South Korea government removes the discriminative measures against R.O.C. company or vessel(s) in shipping trade.

ARTICLE 20

FORCE MAJEURE

20.1 Neither Owner nor Charterer shall be liable for any delay or failure in performance under the "Charter Party" if and to the extent that such delay or failure in performance results from any event of Force Majeure. The term "Force Majeure", as used in this "General Terms" means cause or causes which are not within the control of the party or parties claiming Force Majeure and includes, but is not limited to:

20.1.1 Acts of God, war (declared or undeclared), blockade, riots, revolution, insurrection, civil commotions, mobilizations, strikes, slowdowns, labor disputes, suspension of labour or measures adopted to counteract the same, demonstrations, street protests, picketings by workers or others, civil disobedience or disturbances, lock-outs, blockage or blocking up by people, plagues, epidemics, fires, floods, storms, snow, typhoons, earthquakes, landslides, obstruction of navigation at ports of delivery or destination, acts of government or public enemy.

20.1.2 Major breakdowns of or damages to power plants, or equipment or facilities at mines, railroads, loading port or unloading port, or whatsoever connected with supplying, loading or conveying the cargo from the mines to the vessels, or with unloading, conveying, storing or consuming the cargo from the vessel to Charterer's power plant.

20.1.3 Major breakdowns of or damages to vessels nominated by Owner caused by Acts of God, perils of the seas, fire, barratry of the Master and crew, pirates, collisions, strandings and accidents of navigation or latent defects in or accident to hull and/or machinery and/or boilers, and other causes of whatsoever kind or nature beyond the control of Owner.

20.2 The party whose performance of any obligation is directly affected by reason of any of the causes referred to above shall, within three (3) working days, give notice thereof to the other party concerned by telex or telefax, and shall also within ten (10) working days thereafter as well as after the termination of such events, notify the other party concerned in writing 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 hereunder, and shall resume, with the least possible delay, performance of its obligations upon cessation of such cause.

20.3 In the event by reason of Force Majeure, Owner or Charterer is unable to meet its contractual obligations hereunder, then Owner and Charterer shall mutually agree to reschedule shipment or Charterer shall designate another loading port for Owner to cope with the situation. However, if the Force Majeure events persist for more than three (3) months, both parties have the options to cancel the affected shipment(s) by giving no less than fifteen (15) days prior notice to the other party. If the Force Majeure events persist for more than six (6) months, the "Charter Party" shall be terminated automatically.

20.4 Should either Owner or Charterer declare Force Majeure, nothing herein shall relieve either Owner or Charterer of its respective obligation under the "Charter Party" (such as, but not limited to, the obligation of Owner or Charterer to make any payment which has become due and payable under the "Charter Party") which are unaffected by such declaration.

ARTICLE 21 WAR CLAUSE

21.1 No Bills of Lading to be signed for any blockaded port and if the port of discharge be declared blockade after Bills of Lading have been signed, or if the port to which the ship has been ordered to discharge either on signing Bills of Lading or thereafter be one to which the ship is or shall be prohibited from going by the Government of the Nation under whose flag the ship sails or by any other Government, Owner shall discharge the cargo at any other port covered by this "General Terms" as ordered by Charterer (provided such other port is not a blockaded or prohibited port as above mentioned) and shall be entitled to freight as if the ship had discharged at the port or ports of discharging to which she was originally ordered.

21.2 The vessel shall have liberty to comply with any orders or directions as to departure, arrival, routes, ports of call, stoppages, destination or otherwise whatsoever given by the Government of the Nation under whose flag the vessel sails or any department thereof, or any person acting or purporting to act with the authority of such Government or of any department thereof, or by any committee or person having, under the terms of the War Risks' Insurance on the vessel, the right to give such orders or directions and if by reason of any in compliance with any such orders or directions anything is done or is not done, the same shall not be deemed a deviation and delivery in accordance with such orders or directions shall be a fulfillment of the contract voyage and the freight shall be payable accordingly.

ARTICLE 22 BOTH TO BLAME COLLISION CLAUSE

If the ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the master, mariner, pilot or the servants of the carrier in the navigation or in the management of the ship, owner of the goods carried hereunder will indemnify the carrier against all loss or liability to the other or non-carrying ship or her owners in so far as such loss or liability represents loss of or damage to or any claim whatsoever of the owner of the said goods, paid or payable by the other or non-carrying ship or her owners to the owners of the said goods and set off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or carrier.

The foregoing provisions shall also apply where Owner, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contract.

ARTICLE 23
NEW JASON CLAUSE

In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequences of which, the carrier is not responsible, by statute, contract, or otherwise, the goods, shippers, consignees or owners of the goods shall contribute with the carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the goods. If a salving ship is owned or operated by the carrier, salvage shall be paid for as fully as if the said salving ship or ships belonged to strangers. Such deposit as the carrier or his agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, shippers, consignees or owners of the goods to the carrier before delivery.

ARTICLE 24
OWNER'S LIBERTY CLAUSE

The vessel in addition to all other liberties shall have liberty as part of the contract voyage and at any stage thereof to proceed to any port or ports whatsoever whether such ports are on or off the direct and/or customary route or routes to the ports of loading or discharge named in the "Charter Party" and there take oil bunkers in any quantity in the discretion of Owners even to the full capacity of fuel tanks, deep tanks and any other compartment in which oil can be carried whether such amount is or is not required for the chartered voyage.

Nothing herein stated is to be construed as Owner's excuse for delay. The vessel shall remain to proceed with reasonable dispatch and shall arrive at the first discharging within time limits set forth in Article 5 of this "General Terms".

Owner's liberty shall be consistent with the main purpose of the "Charter Party".

ARTICLE 25
NO COMMISSION AND NO ASSIGNMENT

Owner warrants that Owner or its shipping agent shall not give others commission, percentage, brokerage, kickback or any other benefits for obtaining the "Charter Party". For breach or violation of this provision, the party shall be punished by the pertinent laws and shall be liable for damages incurred to Charterer. In addition, Charterer may terminate or rescind the "Charter Party" without liability, or may deduct the over-valued portion and any other benefits from Freight, Dead Freight, Demurrage or Performance Bond.

Neither party shall assign the "Charter Party" in whole or in part to any third party without prior written consent of the other party. Any purported assignment by either party without said written consent by the other party shall be void and of no effect.

ARTICLE 26
GENERAL AVERAGE

General Average, if any, to be settled at a place to be agreed upon with the cargo underwriters according to York-Antwerp Rules **1994**. Should the vessel deviate from the normal intended voyage under the "Charter Party", Master and/or Owner shall inform Charterer of the same without delay.

ARTICLE 27
INDEMNITY

- 27.1 Except as otherwise specifically provided elsewhere in this "General Terms", in each case of Owner's failure in performing the obligation or being in default, Owner's indemnity, in principle, shall not exceed the estimated amount of contract freight for the shipment causing such default; provided always that Owner shall not be entitled to the benefit of limitation of liability as provided herein if it exists the intentional acts or gross negligence of Owner or of its agent or employee, or if Charterer be claimed by the coal supplier for any direct and actual damages, including liquidated damages, storage expense, barge cost, interest loss incurred and/or banking charge for Letter of Credit amendment etc., resulting from Owner's default.
- 27.2 In case of default by Charterer, Charterer shall only be liable for the real, actual and direct damages sustained by Owner. Charterer's indemnity shall not exceed the amount of contract freight of such shipment. All expenses saved or which need not be paid by Owner in consequence of Charterer's default shall be deducted from the amount of damages claimed by Owner.
- 27.3 Any loss, expenses or damage provided in the "Charter Party" shall be fully paid by the defaulting party to the other party within 30 days after receipt of debit notes and/or notice from the other party.
- 27.4 Notwithstanding the provision of Section 27.2, in the event that the vessel is nominated and provided by Owner for carriage, Charterer may, prior to the commencement of the voyage, rescind the "Charter Party", provided that Charterer shall pay, one third of the contract freight of that shipment concerned. If Charterer has loaded the whole or a part of his goods, it shall also bear the loading and unloading expenses. Except as provided for in this Paragraph, Charterer shall not be liable to Owner for any other damages or losses of any kind which Owner shall suffer as a result of rescission of that shipment by Charterer.
- 27.5 The provision of preceding Paragraph is not applicable where the "Charter Party" is entered into a scheduled term charter or for several consecutive voyages. In such case, Charterer may not terminate the "Charter Party" for its convenience unless equivalent voyages or shipments are proposed by Charterer and shall be subject to the approval by Owner, that such approval shall not be withheld unreasonably.
- 27.6 Unless otherwise expressly stipulated in the "Charter Party", Charterer shall not be responsible for loss or damage sustained by Owner or the vessel arising out of or resulting from any cause without the act, fault or neglect of Charterer, his agents or servants.
- 27.7 Any occupational injury to Owner's employees or any injury to third persons caused by Master or crews of the performing vessel or by Owner's employees in performing the "Charter Party" during the voyage shall be solely Owner's liability and Owner agrees that it will indemnify and hold Charterer, its respective officers, agents and employees harmless from any loss, cost, damage, expense and liability by reason of property damages or persons injury of whatsoever nature or kind as a result of any negligent act or omission in connection with the performance of the "Charter Party" by Owner, its employees, agents or Master, crews of the performing vessel.

ARTICLE 28
GOVERNING LAW AND JURISDICTION

The "Charter Party" shall be governed by and construed in accordance with the laws of the Republic of China (to the exclusion of its rules of conflicts of laws).

All disputes or differences which may arise from or in connection with the "Charter Party" shall be judged by the Taipei District Court, Taiwan, the Republic of China. Both parties hereby agree that the Taipei District Court, Taiwan, the Republic of China shall have an exclusive jurisdiction over any suit in connection with the "Charter Party".

ARTICLE 29

TAXES

Taxes on the vessel or freight at both ends, if any, shall be declared and paid directly by Owner. Taxes on cargo at both ends, if any, shall be for Charterer's account.

ARTICLE 30

PERFORMANCE BOND

30.1 Form of Bond

30.1.1 To ensure that Owner will perform its obligations in accordance with the terms and conditions of the "Charter Party", Owner shall, within fourteen (14) working days after the date on which the freight rate is fixed and at its expense, deposit a performance bond for each shipment in the amount specified in the "Contract Agreement".

The performance bond shall be denominated in New Taiwan dollars or in the equivalent thereof in U.S. Dollars at an applicable exchange rate as defined in Section 8.3 on the date which the freight rate is fixed.

30.1.2 The performance bond shall be in a form satisfactory to Charterer and may be in the form of cash, Taiwan local financial institution's promissory note, Taiwan local financial institution's check, Taiwan local financial institution's certified check, postal money order, bearer R.O.C. government bond, Taiwan local financial institution's certificate of deposit pledged to Charterer, irrevocable standby letter of credit issued or confirmed by a bank in Taiwan, or Taiwan local bank's guarantee or insurance policy under which the bank or insurer shares liability with Owner jointly and severally.

30.1.3 If Owner fails to cause the performance bond required hereunder to be deposited within the required time period specified above, Charterer shall have the right to draw the full amount of Owner's bid bond and may, in its sole discretion, rescind, cancel or terminate the "Charter Party".

30.2 Validity of Performance Bond

The validity of the performance bond for each shipment shall remain in force until 150 days after the end of laydays period of that shipment as specified in the "Contract Agreement". If the performance of the "Charter Party" is not completed before the date of expiry of performance bond or if Charterer has any claim which is not finally settled within the term of the performance bond against Owner, Owner shall cause, not later than ten (10) banking days before the date of expiry of performance bond, the extension of the validity of that performance bond for such period of time as required by Charterer (or Owner shall provide Charterer with the equivalent extension of validity with respect to a performance bond in another form satisfactory to Charterer).

30.3 Forfeiture of Performance Bond

Charterer may, in addition to other remedies available to Charterer, draw the performance bond

and interest earned thereon as Charterer determines to be necessary to compensate Charterer for its losses, damages, expenses, or other costs (or any part thereof), if any of the following circumstances occur:

30.3.1 Charterer claims for damages against Owner pursuant to the second paragraph of Article 50 of the Republic of China Government Procurement Law;

30.3.2 Owner is in breach of the requirements of Article 65 of the Republic of China Government Procurement Law by assigning the "Charter Party" to others;

30.3.3 Owner forges or alters without the prior written consent of Charterer the "Charter Party" or documents related to contract performance;

30.3.4 Owner refuses to perform a part or all of the "Charter Party" without due cause;

30.3.5 the "Charter Party" is rescinded, cancelled or terminated for causes attributable to Owner;

30.3.6 Owner's default in the performance of its obligations under the "Charter Party" due to, including but not limited to, bankruptcy;

30.3.7 Owner fails to extend the validity of the performance bond under the "Charter Party" as required by the "Charter Party"; or

30.3.8 any other circumstances as prescribed in the "Charter Party".

30.4 Release of Performance Bond

The performance bond and interest earned thereon, if any, will be released subject to the condition that Owner has satisfied all of its obligations under the "Charter Party" and no claim has been filed against Owner.

ARTICLE 31 NOTICE

Any notice, declaration and other communications which either party may be required to give or make to the other party shall, unless otherwise mutually agreed or specifically provided herein, be deemed to be properly given or made if given or made in writing and delivered by hand or sent by post (registered, and air-mail if international), postage prepaid, or by telegraph or telex and subsequently confirmed by letter to the other party, to their respective address specified below. Any notice, declaration and other communication given or made by post shall be deemed to be duly received on the 10th business day after the day of posting and those given or made by telegraph, telex or facsimile shall be deemed to be duly received on the day following the date on which the telegraph, telex or facsimile is dispatched (with a confirmation answerback, if by telex).

Charterer's full style and communications is as follows:

Taiwan Power Company

Department of Fuels

9th Fl., 242 Roosevelt Rd.

Sec. 3, Taipei, Taiwan, R.O.C.

Telex No. 27254 TPCFUEL

Cable: TAIPOWER

FAX No.: 886-2-23670597

Tel No.: 886-2-23666745/23666747

Owner's full style and communications is as specified in the "Contract Agreement".

ARTICLE 32
MISCELLANEOUS

32.1 Matters not provided in the "Charter Party" shall be governed by Government Procurement Law of R.O.C. and its bylaws including regulations and rules promulgated hereunder. Owner shall understand and comply with all pertinent laws, regulations and procedures promulgated by the Government of the Republic of China.

32.2 Charterer's examination, recognition or approval to any act or action taken by Owner or Charterer's conduction of loading and/or unloading work under relevant FIO terms shall not reduce the scope of Owner's obligation and duty under the "Charter Party" or the relevant laws, and shall not relieve Owner from such contractual or compulsory legal obligation.