

INVITATION LETTER FOR URANIUM SUPPLY TENDERDate: **March 25, 2010**

Subject: Invitation for Uranium Supply Tender  
Invitation To Bid No. TPCNF1001

Gentlemen:

Taiwan Power Company ("Taipower") is requesting bids for the supply of a total quantity of 300,000 Lbs uranium concentrates ("Concentrates" or "U3O8") or equivalent quantity of natural uranium hexafluoride ("Hexafluoride" or "UF6"), which is separated to two (2) bid items (individually or collectively referred to as "Bid Item"): 1) 200,000 Lbs of U3O8 or 76,545 Kgs U of UF6 and 2) 100,000 Lbs of U3O8 or 38,273 Kgs U of UF6. Concentrates and/or Hexafluoride referred to herein the bidding documents individually or collectively as "Uranium". Bidder may bid for any one (1) or both of the two (2) Bid Items in the same Proposal. For the Bid Item that Bidder is interested in, Bidder shall elect to offer either specified quantity of U3O8 or equivalent quantity of UF6, and not a mixture of U3O8 and UF6. The Delivery date can be any time within the date on which the successful Bidder receives the Notice of Award to **September 30, 2010** ("Delivery Period"). The uranium origin proposed by Bidder can be any origin which (i) is exportable to the Republic of China (the R.O.C.) on Taiwan, (ii) is importable to the country in which the Converter and/or Enricher is located, (iii) complies with the safeguards framework presently applied to the nuclear activities in the R.O.C. through the Trilateral Agreement among the R.O.C., the International Atomic Energy Agency (the IAEA), and the U.S.A. dated December 6, 1971, and (iv) complies with the R.O.C. laws and Governmental trade regulations and rules of the R.O.C. which are in effect at the time of Delivery.

The Concentrates shall be Delivered to Honeywell's Metropolis conversion facility in the U.S.A. or Cameco's Blind River Works in Canada by book transfer during the Delivery Period specified for the respective Bid Item (the above conversion facilities referred to as "Converter" herein). The Hexafluoride shall be Delivered to AREVA NC's enrichment plant in Pierrelatte, France, USEC's Paducah enrichment plant in the U.S.A. or Urenco's enrichment plant at Capenhurst, England, Almelo, Holland, or Gronau, Germany by book transfer during the Delivery Period specified for the respective Bid Item (the above enrichment facilities referred to as "Enricher" herein). **The Hexafluoride with Canadian or Australia origins shall be Delivered to USEC's Paducah enrichment plant in the U.S.A. only.**

As explained fully in Article 2.4 of the Bidding Instructions, the Proposal shall be sealed in an envelope marked on the front as "SPOT URANIUM TENDER" and the number of Invitation to Bid.

The Unit Price quoted by Bidder in the Proposal for each and every pound for

Concentrates or for each and every kilogram of uranium for Hexafluoride, as applicable, Delivered under the Contract shall be in U.S. Dollars and rounded to cents.

Bids will be evaluated by comparing the Prices quoted by Bidders Bid Item by Bid Item and by adopting the rules of contract awarding as set forth in the Attachment 2 Evaluation Criteria of Bidding Instructions. The Purchase Price and the awarded Unit Price will not be published on Government Procurement Gazette nor disclosed to the other Bidder(s) in the letter/fax of tender conclusion notice.

Enclosed herewith you will find the following bidding documents:

- (i) Bidding Instructions;
- (ii) Proposal form;
- (iii) Agreement form; and
- (iv) General Terms and Conditions ("General Terms").

All bids must be prepared in accordance with this letter and the above-mentioned documents and submitted on the forms provided herewith without alteration.

All bids must be received on or before 4:50 PM, April 7, 2010 (Taipei time) ("Bid Due Date"). Late bids will be unacceptable and will be returned.

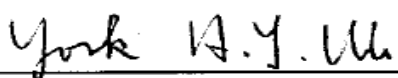
Bids must be firm and must remain available for acceptance by Taipower until one (1) months after Bid Due Date.

Bids will be opened by Taipower at the offices of Taipower at 10:00 AM on April 8, 2010 (Taipei time), unless otherwise the alteration to such expected time is posted in public.

If you have any question concerning the requirements in this invitation, please address your questions in writing not later than March 30, 2010 (Taipei time) to Department of Fuels, Taiwan Power Company, 9th Floor, 242 Roosevelt Road, Section 3, Taipei 10016, Taiwan, R.O.C. (Tel: 886-2-23666756; Fax: 886-2-23670597). Taipower will provide written reply to an inquiring Bidder not later than April 2, 2010 (Taipei time), and may publish such reply, if necessary.

Taipower shall have the right at its sole discretion to cancel or withdraw this invitation at any time and assumes no obligation or liability whatsoever with respect to a Bidder's preparations or the costs incurred in responding hereto.

Sincerely yours,

  
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York H. Y. Wu  
Chief of Nuclear Fuel Section  
Department of Fuels

TAIWAN POWER COMPANY

Invitation To Bid No. TPCNF1001

## Bidding Instructions

The capitalized terms appearing in the Bidding Instructions and/or Proposal, whether singular or plural, and vice versa, shall have the meanings given below or set forth in the Agreement, unless otherwise defined therein.

- A. "Bid Due Date" means 4:50 PM, April 7, 2010 (Taipei time). Late bids will be unacceptable and will be returned.
- B. "Bid Item" means 1) 200,000 Lbs of U3O8 or 76,545 Kgs U of UF6 or 2) 100,000 Lbs of U3O8 or 38,273 Kgs U of UF6, individually or collectively, as the context may require.
- C. "Converter" means Cameco's Blind River Works in Canada ("Cameco") or Honeywell's Metropolis conversion facility in the U.S.A. ("ConverDyn"), as applicable.
- D. "Enricher" means AREVA NC's enrichment plant in Pierrelatte, France ("AREVA"), USEC's Paducah enrichment plant in the U.S.A. ("USEC") or Urenco's enrichment plant at Capenhurst, England, Almelo, Holland, or Gronau, Germany ("Urenco"), as applicable.
- E. "Delivery Period" means from the date on which the successful Bidder receives the Notice of Award to September 30, 2010.
- F. "Validity Date" means one (1) months after Bid Due Date.
- G. "Bid" or "Proposal" means the related certificates or documents submitted by Bidder in response to this Invitation to Bid.

### **1. Bidder**

- 1.1 Bids shall be submitted to Taipower by firms including foreign uranium mine owners, foreign uranium producers and/or processors (collectively "Foreign Supplier"), or sales representative of Foreign Suppliers, or trading companies, or local branch offices of a Foreign Supplier, or converters, or enrichers, or fabricators (individually or collectively referred as "Bidder").

Bidder shall submit with the Proposal a notarized Power of Attorney executed by the Chief Executive Officer or other empowered senior officer (in which case Bidder shall provide a notarized corporate resolution or other equivalent legal document establishing such empowerment) of the Bidder, using the form of Attachment 1 of the Bidding Instructions, which establishes the authority of the representative of Bidder to submit the proposal and any correspondence or documents, including a re-offer of a lower price by amending the Bidder's Proposal, requested by Taipower

for the evaluation and/or clarification of the Bid submitted by Bidder, and the authority to execute the contract if the Bidder is successful. If the Power of Attorney submitted by Bidder to Taipower in the previous tenders is not expired yet and is applicable to this tender, Bidder, with reference to such Power of Attorney, may represent in its Proposal that its Bid is to be bound by such Power of Attorney. Under this circumstance, Bidder is not required to provide a new Power of Attorney to Taipower. **Any bid submitted without the requested Power of Attorney nor a representation for using a pre-submitted, valid and binding Power of Attorney mentioned above will be rejected.** However, if the CEO or, for a Bidder that doesn't have a CEO, the equivalent officer of the Bidder, such as President or Managing Director, as applicable to the Bidder and per the company law of the Bidder's country, will execute by himself the afore-mentioned documents, there will be no need to prepare and submit such a notarized Power of Attorney in its Bid.

- 1.2 If bid is submitted by or through a foreign sales representative of Foreign Supplier, or a local firm, including a sales representative, or a branch office of Foreign Supplier, a Foreign Supplier's Statement shall be attached to the Proposal. (A specimen of an acceptable Foreign Supplier's Statement is attached to the Proposal from). If bid is submitted by or through a local Bidder, the local Bidder shall submit copies of its certificates of registration and tax-payment with the Proposal. The originals of these two certificates shall be presented to Taipower for verification if Taipower deems necessary.
- 1.3 If bid is submitted by or through a trading company, Bidder, except those who have had uranium trading business transactions with Taipower, shall provide statement along with evidence certifying its experience in uranium sales. Such statement and evidence shall be attached to the Proposal.
- 1.4 Bids will not be accepted from a R.O.C. political party or a bidder who is affiliated to a R.O.C. political party. Bids also will not be accepted from a bidder who is prohibited pursuant to paragraph one of Article 103 of the R.O.C. Government Procurement Act (hereinafter refer to as "Act") from participating in tendering or being awarded a Contract. In addition, the following Bids will not be acceptable: (1) Bids submitted by both a company and its branch company; or (2) Bids submitted by different branch companies of the same company; or (3) Bids submitted by the same company or branch company are two or more.

## **2. Submission of Bids**

- 2.1 Bidder shall submit its Bid on the forms provided herewith without alteration. Any alteration made by a Bidder to the above documents or any part thereof may result in the disqualification of that Bidder and its Bid at Taipower's discretion. All

information provided by Bidders shall be in the English language.

- 2.2 Bidder's Bid shall be duly executed by a representative of Bidder with authority to bind Bidder.
- 2.3 The total quantity of this tender is 300,000 Lbs Concentrates or equivalent quantity of Hexafluoride, which is separated to two (2) Bid Items: 1) 200,000 Lbs U<sub>3</sub>O<sub>8</sub> or 76,545 Kgs U of UF<sub>6</sub> and 2) 100,000 Lbs U<sub>3</sub>O<sub>8</sub> or 38,273 Kgs U of UF<sub>6</sub>. Bidder may bid for any one (1) or both of the two (2) Bid Items in the same Proposal. For the Bid Item that Bidder is interested in, Bidder shall elect to offer either specified quantity of U<sub>3</sub>O<sub>8</sub> or equivalent quantity of UF<sub>6</sub>, and not a mixture of U<sub>3</sub>O<sub>8</sub> and UF<sub>6</sub>. The quoted Unit Price for each and every pound for Concentrate or for each and every kilogram of uranium for Hexafluoride, as applicable, shall be firm and fixed in U.S. Dollars and shall be rounded to cents. All costs and charges prior to and upon Delivery, including but not limited to the costs of packaging, freight, insurance, weighing, sampling, assaying and any surcharges, shall be included therein.
- 2.4 The Proposal shall be sealed in an envelope marked on the front as "SPOT URANIUM TENDER". The Bid envelope shall also be marked with the name and address of the Bidder and the number of Invitation To Bid.
- 2.5 **In order to comply with the requirements of the Act, any bid submitted without the requested certificate (attached with the Proposal) or with any non-conformable contents in the Proposal will be rejected.**
- 2.6 The Bid envelope shall be addressed to:  
DEPARTMENT OF FUELS  
TAIWAN POWER COMPANY  
9TH FLOOR, 242 ROOSEVELT ROAD, SECTION 3,  
TAIPEI 10016, TAIWAN, REPUBLIC OF CHINA

Bids shall be delivered by hand, by express courier, or by certified mail (air mail, if international). **Fax/e-mail Bids will not be accepted, unless otherwise as directed by Taipower.**

### **3. Handling of Bids**

- 3.1 Bidders' Bids will be opened at the time and date as stated in the Invitation Letter, unless otherwise the alteration to such expected time is posted in public.
- 3.2 Taipower reserves the right to reject any Bid which has not been properly completed. Taipower shall notify Bidders whose Bids are rejected of the reasons for such rejection.
- 3.3 Bidder may appoint one authorized representative, who shall be Bidder's full-time employee, in the attached Form of Power of Attorney (Attachment 1), to witness the Bid opening meeting ("Opening Meeting") at Taipower. The authorized

representative shall present a copy of this Power of Attorney, together with the authorized representative's photo I.D. or passport or, per Taipower's request, any other certificate for demonstrating that he or she is a full-time employee of the Bidder, for inspection at the Opening Meeting.

- 3.4 Except requested by Taipower to re-offer a lower Price, Bids may not be altered after Bid Due Date. However, Taipower may require any Bidder to provide clarification or additional information. While the Bid evaluation is underway, Bidders shall not contact Taipower by any means unless Taipower first contacts the Bidder. If a Bidder is requested to make clarifications to its Bid or to provide additional information, the Bidder will be informed in writing, and such clarifications or additional information shall be submitted in the manner and form directed by Taipower.
- 3.5 In accordance with Article 50 of the Act, if any of the following circumstances occurs to a Bidder, Taipower shall not open the Bid of such Bidder when such circumstance is found before Bid opening, nor shall award the contract to such Bidder when such circumstance is found after Bid opening:
  - a. The method of bidding does not comply with the requirements of the bidding documents;
  - b. The content of the Bid is inconsistent with the requirements of the bidding documents;
  - c. The Bidder borrows or assumes any other's name or certificate to Bid, or Bids with forged documents or documents with unauthorized alteration;
  - d. The Bidder forges documents or alters documents without authorization in connection with its Bid;
  - e. The contents of the bidding documents submitted by different Bidders show a substantial and unusual connection;
  - f. The Bidder is prohibited from participating in tendering or being awarded of any contract pursuant to paragraph one of Article 103 of the Act; or
  - g. The Bidder is engaged in any other activities in breach of laws or regulations which impair the fairness of the procurement.

#### **4. Evaluation of Bids**

- 4.1 The evaluation and contract award will be performed on a Bid Item by Bid Item basis. Comparison of Bidders' Proposals will be made on the Unit Prices ("Price") quoted by Bidders for the respective Bid Item and by adopting the rules of contract awarding as set forth in the Attachment 2 Evaluation Criteria of Bidding Instructions.
- 4.2 Where Taipower finds after reviewing a Bid that there is any ambiguity, inconsistency or obvious typing or clerical error in the Bid, Taipower may notify the Bidder to clarify in order to confirm the exact content. Where it is explicit that the

above-mentioned error is a typing or clerical one and is not related to offering price, a correction to it may be permitted by Taipower.

- 4.3 Taipower will establish a ceiling Price for each Bid Item of the tender, which will be kept confidential until the Contract(s) award. Taipower contemplates that Contract award for each Bid Item will be made to the eligible Bidder whose quoted Price for the corresponding Bid Item is the lowest and does not exceed the ceiling Price. In accordance with the Act, Taipower reserves the right to reject any or all Bids or re-offers; to reject any Bid in excess of the ceiling Price; or to request re-offers from Bidders should all Bids exceed the ceiling Price.

## **5. Notice of Award and Agreement**

- 5.1 After evaluation of the Proposals, Taipower shall provide the successful Bidder with a fax/letter Notice of Award subject to the provisions in Article 5.3 of the Bidding Instructions. The successful Bidder shall submit by fax written confirmation of the Notice of Award within seven (7) days after receiving the Notice of Award. If the successful Bidder does not submit the written confirmation of the Notice of Award within said seven (7) days, Taipower shall have the right, at its sole discretion, to award the Contract to other Bidder, cancel the bidding, or seek new bids and to publish the name of such successful Bidder and the relevant circumstance on the Government Procurement Gazette per the Act. Furthermore, Taipower shall have the option to purchase the Uranium from other sources at fair market price and to charge such successful Bidder with any costs in excess of the Purchase Price incurred by such purchase(s), and any actual and reasonable legal cost, whether or not legal action is taken (collectively as "Excess Costs"). In addition, Taipower may deduct such Excess Costs from any payable to such successful Bidder under its existing contract with Taipower, if any.
- 5.2 The successful Bidder will also receive from Taipower, for the successful Bidder's execution, counterparts of an Agreement (A specimen of the Agreement is attached). In addition, the successful Bidder will receive another two (2) copies of the General Terms and a copy of the Bidding Instructions to be initialed by the successful Bidder. The successful Bidder shall execute the required number of counterparts of the Agreement and cause all of these documents to be received by Taipower within fourteen (14) business days after the date on which the successful Bidder receives the unexecuted Agreement and un-initialed General Terms and the Bidding Instructions from Taipower. If the successful Bidder does not submit the executed counterparts of Agreement within said fourteen (14) business days, Taipower shall have the right, at its sole discretion, to award the Contract to other Bidder, cancel the bidding, or seek new bids and to publish the name of such successful Bidder and the relevant circumstance on the Government Procurement Gazette per the Act. Furthermore, Taipower shall have the option to purchase the

Uranium from other sources at fair market price and to charge such successful Bidder with any Excess Costs. In addition, Taipower may deduct such Excess Costs from any payable to such successful Bidder under its existing contract with Taipower, if any.

- 5.3 The issuance and receipt of the Notice of Award shall be binding upon the successful Bidder. Taipower will return to the successful Bidder one counterpart of the Agreement executed by Taipower, one copy of the General Terms with each page initialed by Taipower, a copy of the Proposal of the successful Bidder as accepted by Taipower and the Bidding Instructions.

## **6. Contract Documents**

- 6.1 Taipower demands strict conformance with all terms and conditions set forth in the Contract. In no event shall the successful Bidder propose any amendment which alters the Contract in any manner, including without limitation, price, payment, quality specifications, quantity, delivery period, delivery point, warranty, liquidated damages, safeguards, governing law, arbitration, or any terms shown on the Proposal of the successful Bidder as accepted by Taipower, or in the General Terms, the Bidding Instructions, or the Agreement.
- 6.2 The Contract between Taipower and the successful Bidder(s) shall consist of the documents as specified in Article I.A of the Agreement.

## **7. Non-Commitment of Taipower**

- 7.1 Notwithstanding Article 4.3 of the Bidding Instructions, Taipower does not bind itself to accept the Bid with the lowest Price for the corresponding Bid Item, and reserves the right to accept any Bid at its own discretion without justification to the Bidders, or to declare the bidding cancelled if all Bids received are deemed unacceptable.
- 7.2 Bidder shall be solely responsible for all the costs incurred directly or indirectly by the Bidder in the preparation and presentation of its Bid. Taipower assumes no obligation whatsoever with respect to a Bid, the preparation thereof, or the costs related thereto.
- 7.3 Taipower reserves the right to waive any informality or requirement in Bids received, and to accept any Bid considered advantageous to Taipower.

## **8. Taipower's Property**

- 8.1 All data and information given in or appended to the bidding documents are Taipower's property and are furnished to Bidders for the sole purpose of enabling each Bidder to prepare and submit a Bid responsive thereto. The information contained or referred to in the bidding documents or appended thereto is proprietary to Taipower shall not be disclosed or released by Bidder for any other use or purpose.

- 8.2 Bidder's Bid will be returned by Taipower if they are unopened in accordance with the Act.
- 8.3 Taipower has the right to release the name of the successful Bidder publicly.

## **9. Government Procurement Act**

- 9.1 This tender for Uranium is subject to and governed by the Act. Article 103 of the Act provides that a supplier whose name has been published in the Government Procurement Gazette pursuant to the third paragraph of Article 102 because of any of the circumstances enumerated in Article 101 is prohibited from participating in bidding, or being awarded a contract or subcontracted for specified periods of time. A Bidder will be required to certify, in the Certificate form attached to the Proposal as required by the Act. **Bids which do not include the Certificate will not be accepted.**
- 9.2 Pursuant to Article 101 of the Act, if Taipower finds a supplier has any of the following circumstances, Taipower shall notify the supplier of the facts and reasons related thereto, and indicate with a note in the notification that it will be published on the R.O.C. Government Procurement Gazette if the supplier does not file a protest:
- a. Where the supplier allows any others to borrow its name or certificate to participate in a tender;
  - b. Where the supplier borrows or assumes any other's name or certificate or uses forged documents or documents with unauthorized alteration to tendering, contracting, or performing a contract;
  - c. Where the supplier has substantially reduced the work or materials without obtaining a prior approval;
  - d. Where the supplier forges or alters without authorization documents related to tendering, contracting, or contract performance;
  - e. Where the supplier participates in tendering during the period when its business operation has been suspended by a disciplinary action;
  - f. Where the supplier has committed any of the offenses prescribed in Articles 87 to 92 of the Act, and has been sentenced by a court of the first instance;
  - g. Where the supplier refuses to execute a contract without due cause after award;
  - h. Where an inspection or acceptance indicates any serious non-conformity with the contractual requirements;
  - i. Where the supplier does not fulfill its obligation of guarantee after the inspection and acceptance;
  - j. Where the time-limit for contract performance is seriously delayed due to causes attributable to the supplier;
  - k. Where the supplier is in breach of the requirement of Article 65 of the Act by assigning a contract to others;

- l. Where a contract is rescinded or terminated for causes attributable to the supplier;
- m. Where the supplier is under the procedure of bankruptcy; or
- n. Where the supplier seriously discriminates against women, aborigines, or personnel of disadvantaged groups.

Where there is a supplier who shares the liability with the Seller jointly and severally and Taipower notifies the supplier to fulfill its liability, the preceding paragraph shall also apply.

9.3 Where Taipower has notified a supplier pursuant to the preceding Article 9.2 and the supplier does not file a protest or complaint within the prescribed time-limit, or the complaint filed is not accepted, or the review decision indicates that the notification is not in breach of the Act or untrue, Taipower shall immediately publish the name of the supplier and the relevant circumstance on the R.O.C. Government Procurement Gazette. A supplier whose name has been published in the R.O.C. Government Procurement Gazette pursuant to the preceding paragraph is prohibited from participating in tendering, or being awarded or sub-contracted within the following periods:

- a. Three (3) years from the next day to the date of publication arising from circumstances set forth in items a to e of Article 9.2, or a sentence of imprisonment under item f of the same Article; provided that the period shall be suspended where the original penalty has been revoked or that a final "not guilty" verdict has been entered; or
- b. One (1) year from the next day to the date of publication arising from circumstances set forth in items g to n of Article 9.2, or imposition of detention, fine, or probation under item f of the same Article; provided that the period shall be suspended where the original penalty has been revoked or that a final "not guilty" verdict has been entered.

If, at the time of any such disqualification, supplier is already subject to such a disqualification based on a previous event, the new disqualification period shall commence immediately after the expiration of the previous disqualification period.

## **10. General**

- 10.1 The singular shall include the plural and the plural the singular, and the masculine shall include the feminine and neuter and vice versa where the context requires.
- 10.2 A Bidder's submission of its Bid shall be deemed to be conclusive evidence that it has investigated and understood and is fully satisfied with all of the matters, requirements and conditions in the R.O.C. which may affect its Bid or its execution of the contract. Each Bidder agrees that it has no claims of any kind whatsoever for additional payment, extension of time, or otherwise, on ground of unawareness or inadequate investigation or awareness of any matter, requirement or condition

that may be subsequently found by it to affect its bid.

- 10.3 A Bidder's questions concerning any of the bidding documents or request for additional information from Taipower shall be submitted and received by Taipower in writing not later than the time specified in the INVITATION LETTER. Taipower may or may not provide such information and/or make any necessary change to the bidding documents at its sole discretion. Any change to the bidding documents made by Taipower prior to the Opening Meeting will be posted in public and Taipower may decide to extend the Bid Due Date, if deemed necessary.
- 10.4 Should a Bidder determine that there is an ambiguity or a conflict in the bidding documents, Bidder shall immediately bring such ambiguity or conflict to Taipower's attention. Taipower's interpretation shall be final. Taipower shall not be responsible for any other interpretation.
- 10.5 By participating in the bidding, unless otherwise permitted by the Act, each Bidder agrees and acknowledges that in no event shall it be entitled to make a claim of any kind against Taipower or Taipower's officers, employees, or consultants arising out of, relating to, or in any way connected with the Bidder's Bid or Taipower's consideration thereof.
- 10.6 It is Taipower's policy that Bid opening, evaluation, and contract awarding shall proceed in conformity with relevant laws, rules and regulations. Bidders may contact Taipower's Department of Civil Service Ethics (Tel: 886-2-23666774/23667364, email: d05703@taipower.com.tw), or Investigation Bureau, The Ministry of Justice, Executive Yuan, R.O.C. (Tel: 886-2-29188888, P.O. Box 60000 Hsin Tien) if Bidder believes there has been non-conformity relating to this procurement.
- 10.7 In addition to the above, for Bidders' reference, the following information relating to the applicability of the Act to this tender is listed below:
  - a. This tender is a "Property Procurement" as defined in Article 7 of the Act;
  - b. This tender is subject to the "open tendering procedures" as defined in Article 18 of the Act;
  - c. This tender is a "Large Procurement" as defined in Article 36 of the Act;
  - d. The "Superior entity", as defined in Article 9 of the Act, is The Ministry of Economic Affairs of the R.O.C.
  - e. In accordance with Article 75 of the Act, a Bidder may, in the period specified below, file a protest in writing with Taipower if the Bidder deems that Taipower is in breach of laws or regulations or of a treaty or an agreement to which the R.O.C. is a party so as to impair the Bidder's rights or interest in a procurement:
    - (i) Where the protest is filed for the content of the tender documentation, one quarter of the period for tendering starting from the date following the date

of publication or invitation to tender and a segment of less than one (1) day shall be counted as one (1) day; provided that the whole period shall not be less than ten (10) days;

- (ii) Where the protest is filed for the interpretations, subsequent explanations, amendments or supplements of the tender documentation, ten (10) days from the date following the date of receipt of the notification from Taipower, or ten (10) days from the date following the date of public notice given by Taipower; or
- (iii) Where the protest is filed for the procedures or the outcome of the procurement, ten (10) days from the date following the date of receipt of the notification from Taipower or following the date of public notice given by Taipower; or ten (10) days from the date following the date when said procedures or outcome are known or can be known if such procedures or outcome are not notified; provided that the period shall not exceed fifteen (15) days from the date following the date of the award of contract.

Taipower shall make proper disposition and notify the protesting Bidder in writing of such disposition within fifteen (15) days from the date following the date of receipt of the protest. In case that such disposition involves amendment or supplement to the content of the tender documentation, Taipower shall publish a notice concerning such amendment or supplement, and may extend the time-limit for tendering if required.

The address, telephone and fax number of Taipower's Department of Fuels are as follows:

Department of Fuels,  
Taiwan Power Company,  
9th Floor, 242, Roosevelt Road, Section 3,  
Taipei 10016, Taiwan, R.O.C.  
Tel: 886-2-2366-6720/886-2-2366-6757  
Fax: 886-2-23670597

- f. In accordance with Article 76 of the Act, Bidder may file a written complaint with the Complaint Review Board for Government Procurement of the R.O.C. (CRBGP) within fifteen (15) days from the date following the date of receipt of the disposition if the Bidder objects to the disposition, or from the expiry of the period specified in Article 10.7.e if Taipower fails to dispose the case within the period.
- g. In accordance with Article 85-1 through 85-4 of the Act, if a supplier and Taipower failed to reach an agreement over the dispute in relation to the performance of the contract in question, the dispute may be referred to CRBGP

for mediation. The entity, address, telephone and fax number of CRBGP are as follows:

The Procurement and Public Construction Commission, Executive Yuan, R.O.C.  
9th Floor, 3, Sung-Ren Road, Taipei, Taiwan, R.O.C.

Tel: 886-2-87897530, 87897523

Fax:886-2-87897800

- h. In accordance with Article 108 of the Act, the R.O.C. central government has established a procurement control unit to monitor and supervise procurement affairs. The address, telephone and fax number of such unit in the R.O.C. central government are as follows:

(1) The Procurement and Public Construction Commission, Executive Yuan,  
R.O.C.

9th Floor, 3, Sung-Ren Road, Taipei, Taiwan, R.O.C.

Tel: 886-2-87897548

Fax:886-2-87897554

(2) Ministry of Economic Affairs

15, Fu-Chou Street, Taipei, Taiwan, R.O.C

Tel: 886-2-2397-1592

Fax: 886-2-2397-1593

**Attachment 1 Form of Power of Attorney****[Letter head of Bidder]****POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_

**[name of Bidder]**, a corporation duly organized and existing under and by virtue of the laws of \_\_\_\_\_, with offices at \_\_\_\_\_,

(hereinafter "Bidder") does hereby make, appoint and constitute each of the named persons as true and lawful attorneys-in-fact:

Name: \_\_\_\_\_

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

Name: \_\_\_\_\_

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

**[Name and title of the representative of Bidder who shall execute and/or clarify the Bid and execute the Contract, if awarded]**, is duly authorized to submit the proposal and to submit any correspondence or documents to participate in any Taipower's procurement tenders of \_\_\_\_\_ **[uranium concentrates, uranium hexafluoride, uranium conversion services, uranium enrichment services, and/or enriched uranium product]** ("Taipower's Procurement Tenders"), including a re-offer of a lower price by amending Bidder's Proposal, requested of Bidder by Taipower for Taipower's evaluation and/or clarification of the Proposal submitted by Bidder, and to execute the Contract if Bidder is successful.

Furthermore,

Name: \_\_\_\_\_

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

**[Name and title of the Bidder's representative who shall be a full-time employee of Bidder]**, is authorized to witness the Opening Meeting for any Taipower's Procurement Tenders as our company's representative ("Authorized Representative").

Unless extended by written notice from Bidder, this Power of Attorney shall expire on \_\_\_\_\_, 20\_\_\_\_\_.

IN WITNESS WHEREOF, Bidder, has on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, caused this Power of Attorney to be signed by its duly authorized representative.

\_\_\_\_\_  
[Name of Bidder]

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

**[Name of the Chief Executive Officer or empowered senior officer of the Bidder authorized to sign Power of Attorney on Bidder's behalf]**

\_\_\_\_\_  
[Title]

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared

\_\_\_\_\_  
**[name and title of authorized representative of Bidder]**, personally known to me, who freely and voluntarily acknowledged the execution of the foregoing Power of Attorney for and on behalf of \_\_\_\_\_**[name of Bidder]**.

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

Notary Public

[Seal]

## **ATTACHMENT 2 EVALUATION CRITERIA**

Bids will be evaluated by comparing the quoted Unit Prices ("Price") Bid Item by Bid Item and by adopting the rules of contract awarding set forth herein. The Contract(s) will be awarded Bid Item by Bid Item to the Bidder submitting the Bid with the lowest Price for the respective Bid Item.

For Bids comparison and evaluation purpose, the quoted Unit Price for a Bid proposed with Hexafluoride ("P<sub>UF6</sub>") will be converted to an equivalent Unit Price of Concentrates ("P'<sub>U3O8</sub>") to compare with the other Bids proposed with Concentrates in the respective Bid Item as delineated below:

$$P'_{U3O8} = (P_{UF6} - \$4.47)/2.61285$$

P<sub>UF6</sub> (\$/KgU as UF6): Bidder's quoted Unit Price for UF6

P'<sub>U3O8</sub> (\$/Lb of U3O8): Converted Unit Price of U3O8 for the Bidder quoted with UF6

If all Bids exceed Taipower's ceiling Price for the respective Bid Item, Taipower may request the eligible Bidder(s) with lowest Price for the respective Bid Item to re-offer a lower Price in writing one (1) time after the Opening Meeting. If the re-offered lower Price still exceeds Taipower's ceiling Price, Taipower may request all eligible Bidders to re-offer lower Price in writing, but such requested re-offer of lower Price shall not occur more than three (3) times. The successful Bidder will be the Bidder with lowest Price which does not exceed Taipower's ceiling Price for the respective Bid Item.

If there is more than one (1) eligible Bidder with the same lowest Price for the respective Bid Item, which Price does not exceed Taipower's ceiling Price for the respective Bid Item, when the requested re-offer occurs less than three (3) times, Taipower may request those Bidders with the same lowest Price to re-offer lower Price in writing one (1) time. If such re-offered Price are still the same, Taipower may choose the successful Bidder by drawing lots among the Bidders with the same lowest Price. However, if the requested re-offer has occurred three (3) times and there is more than one (1) eligible Bidder with the same lowest Price, which Price does not exceed Taipower's ceiling Price, Taipower may choose the successful Bidder by drawing lots among the Bidders with the same lowest Price.

For the Bid Item(s) that is not awarded to or bid by any Bidder, Taipower may ask Bidder(s) for other Bid Item(s), in the ascending sequence of the quoted Price(s), which is not higher than the Ceiling Price to consider supplying Taipower the non-awarded/non-bid Bid Item(s) at the said quoted Price(s).

If, after following the procedures set forth in this attachment 2, the Bid with the lowest Price still exceeds Taipower's ceiling Price for the respective Bid Item, Taipower may take other actions in accordance with the R.O.C. Government Procurement Act.

**PROPOSAL form**

This document presents Bidder's Proposal in response to and based upon Taipower's Invitation To Bid No. TPCNF1001 and consists of the following Articles:

- I. BIDDER
- II. POWER OF ATTORNEY
- III. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION
- IV. CERTIFICATION RELATING TO GOVERNMENT PROCUREMENT ACT
- V. REMEDY FOR FORGED OR ALTERED STATEMENT

This Proposal constitutes a firm and binding offer to supply Taipower with Uranium at the quantity and price indicated in the Table 1 of this Proposal on the terms and conditions specified herein and in the General Terms and Conditions as provided in the Bidding Instructions. If Bidder is selected for award, Bidder shall be bound to supply the Uranium to Taipower pursuant to a contract as stipulated in Article 6.2 of the Bidding Instructions.

This Proposal is irrevocable until, and Taipower may accept this Proposal at any time prior to Validity Date.

Bidder:

Company Name: \_\_\_\_\_

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

(Authorized Signature)

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

**I. BIDDER (Please check one and attach the Bidder's information set forth in Form 1 as well as the required document if applicable.)**

The Bidder is:

- \_\_\_\_\_ The Foreign Supplier of the Uranium offered.
- \_\_\_\_\_ A duly authorized sales representative or a local branch office of the Foreign Supplier of the Concentrates offered ("Foreign Supplier Appointee"). (in addition to Bidder's information, a Form 2-1 of Foreign Supplier's Statement shall be attached.)
- \_\_\_\_\_ A duly authorized sales representative or a local branch office of the Foreign Supplier of the Hexafluoride offered ("Foreign Supplier Appointee"). (in addition to Bidder's information, a Form 2-2 of Foreign Supplier's Statement shall be attached.)
- \_\_\_\_\_ A trading company of the Uranium offered. (in addition to Bidder's information, an evidence of Bidder's experience in uranium sales shall be attached in accordance with Article 1.3 of the Bidding Instructions.)
- \_\_\_\_\_ A Converter, Enricher, or Fabricator of the Uranium offered.

**II. POWER OF ATTORNEY**

Per the requirement in Article 1.1 of the Bidding Instructions, Bidder has specified below an applicable way for the submission of the Power of Attorney.

- \_\_\_\_\_ Bidder has executed the Power of Attorney attached hereto.
- \_\_\_\_\_ Bidder hereby represents that its Bid is to be bound by the pre-submitted, valid and binding Power of Attorney dated \_\_\_\_\_ **(to be filled by Bidder)**.
- \_\_\_\_\_ Bidder is not required to prepare and submit a notarized Power of Attorney as the Bid is executed by its CEO or the equivalent officer.

**III. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

Bidder certifies that:

- (1) The price in Bidder's Proposal has been arrived at independently, without consultation, communication, or agreement with any other Bidder or potential Bidder;
- (2) The price that has been quoted in Bidder's Proposal has not been disclosed knowingly by the Bidder (or, if it is not the Bidder, by the Foreign Supplier) and will not be disclosed knowingly by Bidder (or, if it is not the Bidder, by the Foreign Supplier), directly or indirectly, to any other Bidder or potential Bidder prior to the time Bids are due; and

- (3) No attempt has been made or will be made by Bidder (or, if it is not the Bidder, by the Foreign Supplier), directly or indirectly, to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.

#### **IV. CERTIFICATION RELATING TO GOVERNMENT PROCUREMENT ACT**

Bidder has executed the certificate attached hereto, as described in Article 9 of the Bidding Instructions.

#### **V. REMEDY FOR FORGED OR ALTERED STATEMENT**

If any information provided or any warranty or certification made in this Proposal is determined at any time to have been forged or altered without authorization, Taipower shall, without limitation as to other possible remedies, have the right to rescind, cancel or terminate without further liability any Contract awarded in response to this Invitation To Bid. In such event, the Bidder would also be subject to being prohibited, pursuant to Articles 101 through 103 of the R.O.C. Government Procurement Act, from bidding for or being awarded any other contract in the R.O.C.

Table 1 Origins and Prices

	Bid Item 1		Bid Item 2	
Quantity <sup>*1</sup>	<input type="checkbox"/> 200,000 lbs U3O8	<input type="checkbox"/> 76,545 Kgs U of UF6	<input type="checkbox"/> 100,000 lbs U3O8	<input type="checkbox"/> 38,273 Kgs U of UF6
Delivery Point <sup>*2</sup>	<input type="checkbox"/> ConverDyn <input type="checkbox"/> Cameco	<input type="checkbox"/> AREVA <input type="checkbox"/> USEC <input type="checkbox"/> Urenco	<input type="checkbox"/> ConverDyn <input type="checkbox"/> Cameco	<input type="checkbox"/> AREVA <input type="checkbox"/> USEC <input type="checkbox"/> Urenco
Origin(s) <sup>*3</sup>				
Quoted Unit Price <sup>*4</sup>	US\$_____/Lb	US\$_____/KgU	US\$_____/Lb	US\$_____/KgU

- \*1 For the Bid Item that Bidder is interested in, Bidder shall elect to offer either specified quantity of U3O8 or equivalent quantity of UF6, and not a mixture of U3O8 and UF6.
- \*2 The U3O8 shall be Delivered to ConverDyn or Cameco by book transfer. The UF6 shall be Delivered to AREVA, USEC or Urenco by book transfer. **Bidder hereby acknowledges that for UF6 with Canadian or Australia origin(s) shall be Delivered to USEC only.**
- \*3 Bidder has hereby specified country origin(s) of the uranium for the Bid Item(s) which Bidder is bidding. Bidder represent that the proposed origin(s) shall comply with the requirement stipulated in the Article I.A of the General Terms and Conditions.
- \*4 The Unit Price quoted for each and every pound for Concentrates or for each and every kilogram of uranium for Hexafluoride, as applicable, to be Delivered under the Contract shall be in U.S. Dollars and rounded to "cents". All costs and charges prior to and upon Delivery, including but not limited to the costs of packaging, freight, insurance, weighing, sampling, assaying, and surcharges, shall be included therein the Unit Price. Bidder has hereby quoted the Unit Price for the Bid Item(s) which Bidder is bidding.
- \*5 Bidder hereby acknowledges that "for the Bid Item(s) that is not awarded to or bid by any Bidder, Taipower may ask Bidder(s) for other Bid Item(s), in the ascending sequence of the quoted Price(s), which is not higher than the Ceiling Price to consider supplying Taipower the non-awarded/non-bid Bid Item(s) at the said quoted Price(s)".

## FORM 1 BIDDER'S INFORMATION

\_\_\_\_\_ (Company Name)

\_\_\_\_\_ (Address of principal office)

\_\_\_\_\_ (Fax)

\_\_\_\_\_ (Telephone)

The Bidder is:

A firm organized and existing under the laws of

\_\_\_\_\_, with the following principal officers:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# FORM 2-1 FOREIGN SUPPLIER'S STATEMENT

Re: Invitation To Bid No. TPCNF1001

The undersigned Foreign Supplier, a firm organized and existing under the laws of \_\_\_\_\_, hereby authorizes the undersigned Bidder to offer to Taiwan Power Company ("Taipower") the Concentrates as described and offered in the Proposal to which this Statement is attached, at the price quoted in the accompanying Proposal submitted to Taipower, such Proposal having been examined by Foreign Supplier. Bidder is authorized on behalf of Foreign Supplier to enter into a uranium concentrates supply contract to be awarded by Taipower pursuant to the above-specified Invitation To Bid and to take any and all actions necessary to comply with the terms of said contract. Any such actions by Bidder shall be binding on Foreign Supplier, and Foreign Supplier shall deliver the uranium concentrates required to be provided under the contract awarded by Taipower in accordance with the terms of that contract.

Foreign Supplier further appoints the Bidder as Foreign Supplier's Attorney-in-Fact for the purpose of handling, in Foreign Supplier's name, all transactions, negotiations, and other matters with Taipower with respect to the uranium concentrates that Foreign Supplier is authorized to offer, including without limitation:

- (1) Entering into, amending, or terminating a uranium concentrates supply contract;
- (2) Settling any claim or dispute and executing any release; and
- (3) Giving and receiving notices.

This authorization and appointment shall continue and remain in effect until the expiration of any Contract awarded by Taipower pursuant to the above-specified Invitation To Bid. If Bidder fails to Deliver the Concentrates in accordance with the terms of the Contract, Foreign Supplier shall, at Taipower's request, perform the Delivery in accordance with the Contract awarded by Taipower to the Bidder.

Foreign Supplier and Bidder shall indemnify and hold harmless Taipower and Taipower's officers, employees, and consultants from and against any and all claims arising out of, relating to, or in any way connected with this or any other agreement between Foreign Supplier and Bidder.

Foreign Supplier:

Bidder:

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Name)

BY: \_\_\_\_\_  
(Authorized Signature)

BY: \_\_\_\_\_  
(Authorized Signature)

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## FORM 2-2 FOREIGN SUPPLIER'S STATEMENT

Re: Invitation To Bid No. TPCNF1001

The undersigned Foreign Supplier, a firm organized and existing under the laws of \_\_\_\_\_, hereby authorizes the undersigned Bidder to offer to Taiwan Power Company ("Taipower") the Hexafluoride as described and offered in the Proposal to which this Statement is attached, at the price quoted in the accompanying Proposal submitted to Taipower, such Proposal having been examined by Foreign Supplier. Bidder is authorized on behalf of Foreign Supplier to enter into a natural uranium hexafluoride supply contract to be awarded by Taipower pursuant to the above-specified Invitation To Bid and to take any and all actions necessary to comply with the terms of said contract. Any such actions by Bidder shall be binding on Foreign Supplier, and Foreign Supplier shall deliver the natural uranium hexafluoride required to be provided under the contract awarded by Taipower in accordance with the terms of that contract.

Foreign Supplier further appoints the Bidder as Foreign Supplier's Attorney-in-Fact for the purpose of handling, in Foreign Supplier's name, all transactions, negotiations, and other matters with Taipower with respect to the natural uranium hexafluoride that Foreign Supplier is authorized to offer, including without limitation:

- (1) Entering into, amending, or terminating a natural uranium hexafluoride supply contract;
- (2) Settling any claim or dispute and executing any release; and
- (3) Giving and receiving notices.

This authorization and appointment shall continue and remain in effect until the expiration of any Contract awarded by Taipower pursuant to the above-specified Invitation To Bid. If Bidder fails to Deliver the Hexafluoride in accordance with the terms of the Contract, Foreign Supplier shall, at Taipower's request, perform the Delivery in accordance with the Contract awarded by Taipower to the Bidder.

Foreign Supplier and Bidder shall indemnify and hold harmless Taipower and Taipower's officers, employees, and consultants from and against any and all claims arising out of, relating to, or in any way connected with this or any other agreement between Foreign Supplier and Bidder.

Foreign Supplier:

Bidder:

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Name)

BY: \_\_\_\_\_  
(Authorized Signature)

BY: \_\_\_\_\_  
(Authorized Signature)

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**FORM 3****BIDDER'S CERTIFICATE**

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

1. its business items comply with relevant requirements of the ROC Company Act or the Business Registration Act, which make it enable to legally perform the Contract after being awarded the Contract.

(Applicable to local Bidder only)

2. (a) the Bidder is not submitting two or more bids;  
(b) the Bidder and another Bidder are not branch offices of the same company; and  
(c) the Bidder and its branch office are not submitting bids.

(Article 33 of the Implementation Rules of the Act).

3. neither it nor any of its responsible personnel is the head of Taipower, his spouse, relatives by blood or by marriage within three degrees, or other relatives who live with and share the property with the head of Taipower.

(Paragraph 4, Article 15 of the Act)

4. it is neither a R.O.C. political party nor affiliated with a R.O.C. political party.

(Paragraph 1, Article 38 of the Act)

5. NOT APPLICABLE.

6. NOT APPLICABLE.

7. if the number of bids received by Taipower are less than three, the offered price shall not be higher than the lowest price it offered for the same property under the same market conditions.

(Article 59 of the Act)

8. it shall not induce Taipower to sign a contract by giving others commission, percentage of the contract price, brokerage, kickback, or any other benefits except those incurred in the normal course of business.

(Paragraph 2, Article 59 of the Act)

9. it is not prohibited from participating in tendering, or being awarded a contract within the period of time published in the Government Procurement Gazette.

(Paragraph 1 of Article 103 of the Act)

10. it complies with the requirements of Article 9 of the Act on Recusal of Public Servants Due to Conflicts of Interest (hereinafter referred to as "Recusal Act") that a "Public Servant" and "related persons of a public servant" (defined in the provisions of Article 2 and Article 3 of the Recusal Act, respectively) shall not conduct transactions, such as sales, lease and contracting etc. with the organ with which the public servant serves or the organs under his supervision.

11. Please check one: (Article 97 of the Act)

\_\_\_\_\_ it's registered in accordance with the ROC Company Act or the Business

Registration Act and it's a small and medium enterprise as recognized by the ROC SME Development Statute.

\_\_\_\_\_ it's registered in accordance with the ROC Company Act or the Business Registration Act. However, it's not a small and medium enterprise as recognized by the ROC SME Development Statute. After being awarded, the followings are the items and amounts to be subcontracted to other small and medium enterprises as recognized by the ROC SME Development Statute:

Item _____	Amount _____
Item _____	Amount _____
Item _____	Amount _____
Total	Amount _____

(Applicable to local Bidder only)

**12. Please check one: (Article 98 of the Act)**

\_\_\_\_\_ it does not hire more than 100 employees in the R.O.C.;

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

**Note : In order to comply with the requirements of the R.O.C. Government Procurement Act, any bid submitted without this required certificate will be rejected.**

Bidder:

Company Name: \_\_\_\_\_

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

(Authorized Signature)

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

## URANIUM SUPPLY AGREEMENT

### AGREEMENT form

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I. DOCUMENTS CONSTITUTING THE CONTRACT

II. QUANTITY AND URANIUM ORIGIN

III. DELIVERY OF URANIUM

IV. UNIT PRICE

V. PAYMENT

### AGREEMENT

This Agreement is effective as of \_\_\_\_\_, by and 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 10016, Taiwan, Republic of China ("Buyer") and \_\_\_\_\_, a corporation organized and existing under and by virtue of the laws of \_\_\_\_\_, with its principal office at \_\_\_\_\_ ("Seller").

### WITNESSTH

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

**I. DOCUMENTS CONSTITUTING THE CONTRACT**

A. The following documents shall constitute the Contract for uranium concentrates ("Concentrates" or "U3O8") and/or for commercial natural uranium hexafluoride ("Hexafluoride" or "UF6"), as applicable, between Buyer and Seller: (Concentrates and/or Hexafluoride referred to herein the Contracts individually or collectively as "Uranium")

1. This Agreement including any addenda hereto;
2. The General Terms and Conditions ("General Terms") provided to Seller by Buyer pursuant to Invitation to Bid No. TPCNF1001;
3. The Proposal of the successful Bidder as accepted by Buyer pursuant to Invitation to Bid No. TPCNF1001; and
4. The Bidding Instructions provided to Seller by Buyer pursuant to Invitation to Bid No. TPCNF1001.

These documents collectively shall be referred to as "the Contract".

B. If one document constituting a part of the Contract (as such may have been modified, amended, or superseded) conflicts with another, the conflict shall be resolved by giving precedence to the documents in the order in which they are listed in Article I.A above. Unless otherwise specifically stated, addenda to documents shall, in the event of a conflict, prevail over the documents themselves and later addenda shall prevail over earlier ones.

**II. QUANTITY AND URANIUM ORIGIN**

Buyer agrees to buy and Seller agrees to sell all rights and interest in Concentrates containing        **hundred thousand** (                    ) Lbs U3O8 and Hexafluoride containing        **thousand**        **hundred and**        (                    ) Kgs U of UF6. Concentrates and/or Hexafluoride shall be of                                      origin.

**III. DELIVERY OF URANIUM**

A. Delivery Period will be in the period from Seller's receipt of the Notice of Award to **September 30, 2010**.

B. Unless agreed to by Buyer, no later than one (1) month before the Delivery of the Uranium, Seller shall notify Buyer of the Delivery date which shall within the Delivery Period and shall deliver Uranium to Buyer by Book Transfer at                                      on the Delivery date (the above conversion facility or enrichment facility, as applicable, hereinafter referred to as "Converter"

or "Enricher", respectively). Seller shall request Converter or Enricher, as applicable, to provide Buyer with written confirmation of the delivery of the Uranium ("Delivery"), including the following content: (a) Delivery date; (b) the number of lbs U<sub>3</sub>O<sub>8</sub> or kgs U of UF<sub>6</sub>, as applicable, contained therein; and (c) origin of the Uranium.

C. The Concentrates Delivered hereunder, shall conform to the specifications for uranium concentrates established by Converter at the time of Delivery. The Hexafluoride Delivered hereunder, shall conform to the specifications for commercial natural uranium hexafluoride established by Enricher at the time of Delivery.

D. Title to the Uranium and, as between Buyer and Seller, all risk of loss of or damage to the Uranium shall pass from Seller to Buyer upon Delivery.

#### **IV. UNIT PRICE**

For each and every pound for the Concentrates Delivered to Buyer, Buyer shall pay \_\_\_\_\_ in U.S. Dollars (US\$\_\_\_\_\_, referred to as "Unit Price"). For each and every kilogram of uranium for Hexafluoride Delivered to Buyer, Buyer shall pay \_\_\_\_\_ in U.S. Dollars (US\$\_\_\_\_\_, referred to as "Unit Price"). All costs and charges prior to and upon Delivery, including but not limited to the costs of packaging, freight, insurance, weighing, sampling, assaying, and surcharges, shall be included in the Unit Price.

The Unit Price multiplied by the number of Lbs U<sub>3</sub>O<sub>8</sub> of Concentrates or kgs U of Hexafluoride, as applicable, Delivered to Buyer constitutes the purchase price (herein called the "Purchase Price").

#### **V. PAYMENT**

All the payments under the Contract shall be in US dollars. However, if Seller is a local firm in Taiwan, payment shall be made in New Taiwan dollars. The exchange rate between US dollar and New Taiwan dollar is determined in accordance with the relevant provision of the R.O.C. Government Procurement Act (referred to as "Act").

Buyer shall pay Seller one hundred (100) percent of the Purchase Price for the Uranium Delivered to Converter or Enricher, as applicable, as designated in Article III, by wire transfer within ten (10) days after Buyer's receipt of (i) a written Delivery confirmation from Converter or Enricher, as applicable, upon or after Delivery, (ii) Seller's signed original invoice for the Delivery of the Uranium, (iii) all documents of the Required Certifications specified in Article I.A.c of the General Terms if Uranium Delivered under this Contract is of Russian origin and is subject to the

provisions of Suspension Agreement. If the payment due date falls on a bank holiday in either Seller's or Buyer's country, such due date shall be postponed to the next business day.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be duly executed by their respective authorized representatives.

SELLER:\_\_\_\_\_

BUYER: TAIWAN POWER COMPANY

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

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

Name:

Name:

Title:

Title:

## GENERAL TERMS AND CONDITIONS

- I. WARRANTIES AND DISCLAIMERS OF WARRANTY
- II. FORCE MAJEURE
- III. LIQUIDATED DAMAGES FOR INEXCUSABLE DELIVERY DELAY
- IV. NOTICES
- V. TAXES, DUTIES, FEES AND CHARGES
- VI. NO COMMISSION
- VII. LICENSES, PERMITS OR AUTHORIZATIONS
- VIII. NO ASSIGNMENT
- IX. ARBITRATION
- X. SAFEGUARDS
- XI. NO WAIVER; CUMULATIVE REMEDIES
- XII. ENTIRE AGREEMENT
- XIII. SEVERABILITY
- XIV. GOVERNING LAW
- XV. LIMITATION OF LIABILITY
- XVI. SURVIVAL
- XVII. GENERAL PROVISIONS

**I. WARRANTIES AND DISCLAIMERS OF WARRANTY****A. Seller represents and warrants that:**

- a. All Uranium Delivered under the Contract shall: (i) be exportable to the Republic of China (the R.O.C.) on Taiwan; (ii) be importable to the country in which the Converter and/or Enricher is located; (iii) comply with the safeguards framework presently applied to the nuclear activities in the R.O.C. through the Trilateral Agreement among the R.O.C., the International Atomic Energy Agency (the IAEA), and the U.S.A. dated December 6, 1971; and (iv) comply with the R.O.C. laws and Governmental trade regulations and rules of the R.O.C. which are in effect at the time of Delivery.
- b. For Uranium Delivered to a US conversion or enrichment facility, as applicable, from Russia that is subject to the Suspension Agreement below, after Delivery at Converter or Enricher, as applicable, Buyer shall have at least 35 months to process the Uranium, including conversion, enrichment and/or fuel fabrication in the United States, as applicable, without violation of the Suspension Agreement dated October 16, 1992 between the United States Department of Commerce and Russia (as such may have been amended and collectively referred to as "Suspension Agreement").
- c. For Uranium Delivered from Russia which is subject to the provisions of the Suspension Agreement, Seller shall provide the following documents (collectively, "Required Certifications") to Buyer at the time of Delivery:
  - (1) For Delivery to a U.S. conversion or enrichment facility:
    - (i) Copy of the Re-export certificate from Russian Government in accordance with Section IV.H of the relevant Suspension Agreements, such re-export certificate to contemplate and authorize Buyer's subsequent import of the Russian origin material into the United States for further processing and re-export within thirty-six (36) months of import;
    - (ii) Copy of the original Export License from Russian Government together with its English translation;
    - (iii) Seller's certification of the country or countries in which the uranium concentrates were mined;
    - (iv) Seller's certification that the material Delivered was not obtained under any arrangement, swap or other exchange designed to circumvent the uranium export limits established by the applicable Suspension Agreements; and
    - (v) Other necessary documents, if any, required by US Government for import of the Russian origin material into the U.S.A.
  - (2) For Delivery to a non-U.S. conversion or enrichment facility:

- (i) Original of the Re-export certificate from Russian Government in accordance with Section IV.H of the relevant Suspension Agreements, such re-export certificate to contemplate and authorize Buyer's subsequent import of the Russian origin material into the United States for further processing and re-export within thirty-six (36) months of import;
- (ii) Copy of the original Export License from Russian Government together with its English translation;
- (iii) Seller's certification of the country or countries in which the uranium concentrates were mined;
- (iv) Seller's certification that the material Delivered was not obtained under any arrangement, swap or other exchange designed to circumvent the uranium export limits established by the applicable Suspension Agreements; and
- (v) Other necessary documents, if any, required by US Government for import of the Russian origin material into the U.S.A.

All Required Certifications shall be in a form acceptable to the United States Department of Commerce, and shall be no preset expiration dates specified for Buyer to import the Delivered Russian material into the U.S.A.

- d. It has the right to enter into this Contract and all corporate action necessary therefore has been taken.
  - e. Good and marketable title to the Uranium sold and Delivered hereunder shall be transferred to Buyer free and clear of any security interest, claims, demands, lawsuits, liens, charges, and encumbrances of any nature whatsoever.
  - f. Uranium shall be natural Uranium not unnaturally irradiated, contaminated, or in any way depleted in U235 content and in all respects shall conform to Converter's or Enricher's established specifications for Uranium, as applicable, in effect at the date of Delivery, without imposing a penalty or surcharge on Buyer.
  - g. All Uranium Delivered under the Contract shall have been weighed, sampled, and analyzed and accepted for conversion or enrichment, as applicable, prior to book transfer according to Converter's or Enricher's specifications in effect at the date of Delivery.
  - h. It shall have obtained in due time before Delivery all licenses, permits, approvals and other official consents required under all applicable laws and regulations necessary for Seller's performance of its obligations hereunder.
- B. If Seller breaches any of its warranties hereunder, Buyer shall be entitled to all of its remedies hereunder, including, without limitation, the following:
- a. If Seller breaches any of the warranties in Article I.A. a, e, f, g, or h, Seller shall promptly replace the non-conforming Uranium with equivalent quantities of

Uranium that conform to and comply with such warranties. If Seller fails to replace the non-conforming Uranium within the time period agreed by Buyer, Buyer shall have the right to declare the Contract terminated for Seller's breach and to publish the name of the Seller and the relevant circumstance on the R.O.C. Government Procurement Gazette per the Act. Furthermore, Buyer shall have the option to purchase the Uranium from other sources at fair market price and to charge Seller with any costs in excess of the Purchase Price incurred by such purchase(s), and any actual and reasonable legal cost, whether or not legal action is taken (collectively as "Excess Costs"). In addition, Buyer may deduct the amount of such Excess Costs from any payable to such Seller under its existing contract with Buyer.

- b. If Seller breaches the warranty in Article I.A.d, Buyer shall have the right to declare the Contract terminated for Seller's breach and to publish the name of the Seller and the relevant circumstance on the R.O.C. Government Procurement Gazette per the Act. Furthermore, Buyer shall have the option to purchase the Uranium from other sources at fair market price and to charge Seller with any Excess Costs. In addition, Buyer may deduct the amount of such Excess Costs from any payable to such Seller under its existing contract with Buyer.
- c. Seller shall indemnify Buyer for, and hold Buyer harmless from, any costs, fines or penalties that Buyer may incur as a result of the breach of such warranties.
- d. If Russian origin uranium Delivered to a US conversion or enrichment facility cannot be re-exported within thirty-six (36) months of the date of entry into the United States, Seller shall be responsible for consulting with the United States Government (including, as required, arranging for consultations between the applicable Russian Government and the US Government) and for resolving the matter in a way that is satisfactory to the US Government and to the Buyer. If Seller breaches the warranty in Article I.A.b, or if Russian origin uranium cannot be re-exported within thirty-six (36) months of the date of entry into the United States for a reason attributable to Seller, Seller shall be responsible for consulting with the United States Government and resolving the matter satisfactorily and shall indemnify Buyer for, and hold Buyer harmless from, any costs, fines or penalties that Buyer may incur as a result of the breach or the failure to re-export the uranium within thirty-six (36) months. If Seller complies with the warranty in Article I.A.b and Russian origin uranium cannot be re-exported within thirty-six (36) months of the date of entry into the United States for a reason not attributable to Seller, Buyer shall indemnify Seller for, and hold Seller harmless from, any costs, fines or penalties that Seller may incur as a result of the breach or the failure to re-export the uranium within thirty-six (36) months.
- e. If Seller breaches the warranty in Article I.A.c by failing to provide a Required Certification in a Delivery, Buyer may reject the Delivery and Seller shall replace the Russian origin Uranium with non-Russian origin Uranium within thirty (30) days at no extra costs and expenses to Buyer. If Seller fails to replace the rejected Uranium within such thirty (30) days period, Buyer may declare the

Contract terminated for Seller's breach and to publish the name of the Seller and the relevant circumstance on the R.O.C. Government Procurement Gazette per the Act. Furthermore, Buyer shall have the option to purchase the Uranium from other sources at fair market price and to charge Seller with any Excess Costs. In addition, Buyer may deduct the amount of such Excess Costs from any payable to such Seller under its existing contract with Buyer.

- C. Buyer represents and warrants to Seller that Buyer is duly authorized under all applicable laws to enter into and perform this Contract in accordance with its terms and conditions.
- D. Seller's express warranties contained in the Contract are exclusive and Seller makes no other warranty, express or implied, including any warranty or merchantability or fitness for any particular purpose.

## **II. FORCE MAJEURE**

Neither party shall be liable for any delay or failure in performing its obligations under this Contract if and to the extent that such delay or failure is directly caused by an event of Force Majeure. Force Majeure shall be deemed to mean an event, situation, or circumstance beyond the control of the affected party that is not foreseeable, is unavoidable and does not involve the affected party's fault or negligence. Events of Force Majeure include acts of God, acts of commission or omission of government, wars and revolutions, act of public enemy, earthquake, insurrection, riot, civil disturbance, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

Notwithstanding the foregoing, where Seller has agreed to provide Uranium of Russian origin, failure of the relevant Russian Government to provide the required re-export certificate shall not be deemed an event of Force Majeure unless such failure is the result of a change in the Russian Government's policy regarding the export of uranium and, as a result of such change in policy, no potential supplier would be able to perform under the Contract.

The party affected by Force Majeure shall promptly give a written notice to the other party together with supporting documents and state the cause and expected duration of such Force Majeure. The time for performance of the affected party's obligations shall be extended for a period of time equal to the time lost by reason of the Force Majeure. The affected party shall use its best efforts to limit the duration and minimize the extent of such Force Majeure.

## **III. LIQUIDATED DAMAGES FOR INEXCUSABLE DELIVERY DELAY**

If Seller fails to Deliver the Uranium during the Delivery Period as set forth in Article III of the AGREEMENT due to any reason other than Force Majeure, Seller may Deliver conforming Uranium within fifteen (15) days following the Delivery Period specified in Article III of the AGREEMENT, in which case Seller shall pay Buyer liquidated damages for each calendar day's delay in making the Delivery in an

amount computed at the rate of 0.10% of the Purchase Price per day. The maximum amount that Buyer can collect from Seller in a Delivery as liquidated damages shall be limited to 20% of the Purchase Price.

If Seller fails to Deliver the Uranium within such fifteen (15) day period, Buyer shall have the right to terminate or cancel the Delivery in question without further liability, holding Seller responsible (if the failure to Deliver is not due to a Force Majeure) for: (1) the difference between the price of Uranium purchased by the Buyer to replace the Uranium that Seller failed to Deliver and the price that the Buyer would have paid Seller if Seller had delivered ("Cover Cost"), (2) any additional costs reasonably incurred by Buyer for retransferring the Uranium, and procurement, inspection, receipt, transportation, care and custody of the replacement Uranium ("Transaction Costs"), (3) all actual and reasonable legal costs, whether or not legal action is taken ("Legal Costs"), and (4) liquidated damages at the rate set forth in the preceding paragraph for each calendar day from the first day following the Delivery Period to the day of Buyer's written notice to cancel or terminate the Delivery in question. Neither the Cover Cost, Transaction Costs, nor Legal Costs shall be considered liquidated damages under this Article III nor consequential damages under Article XVI.

If Buyer elects to grant Seller additional time within which to Deliver the Uranium, Seller shall Deliver the Uranium within such period and shall pay Buyer liquidated damages at the rate set forth in the preceding paragraph for the total period of delay. If such extension is granted by Buyer, the Contract shall be extended correspondingly if necessary. If Seller fails to Deliver the Uranium within the extension period, Buyer shall have the right to terminate or cancel the Delivery in question without further liability, and/or hold Seller responsible for the Cover Cost, Transaction Costs, Legal Costs, and liquidated damages described above (if the failure to Deliver is not due to Force Majeure).

In addition to other remedies that may be available to it, Buyer shall be entitled to deduct the amount of liquidated damages, Cover Costs, Transaction Costs, and Legal Costs (or any part thereof) payable to it under this Article from any amount payable by it to Seller under its existing contract(s) with Buyer an amount not to exceed the amount of such liquidated damages, Cover Costs, Transaction Costs, and Legal Costs.

#### **IV. NOTICES**

Unless mutually agreed or specifically provided otherwise, all notices given or to be given by a party shall be in writing and sent to the other party's address specified below or to such other address as the other party may specify, and shall be deemed to be properly given: (i) if delivered by hand, when received; (ii) if sent by

registered mail (air mail, if international), postage prepaid, when received; and (iii) if given by fax on the day (which is a business day at such place of receipt) following the date on which the fax is dispatched; provided that, in the case of notice by fax, it was given with electronic confirmation.

To Seller: Address specified in Seller's Bid

To Buyer: Director

Department of Fuels

Taiwan Power Company

9th Floor, 242 Roosevelt Road, Section 3

Taipei 10016, Taiwan, Republic of China

Tel: 886-2-23666757

Fax: 886-2-23670597

## **V. TAXES, DUTIES, FEES AND CHARGES**

The Purchase Price set forth in Article IV of the AGREEMENT includes, and Seller shall be responsible for, all taxes, duties, fees and charges imposed on the Uranium prior to and upon Delivery. Buyer shall be responsible for all taxes, duties, fees and charges imposed on the Uranium subsequent to Delivery.

## **VI. NO COMMISSION**

Seller represents and warrants that no officials or employees of the Government of the Republic of China, including any subdivision or branch thereof, no officers or employees of Buyer, no consultants (or employees of a consultant) retained by Buyer whose service is in any way related to Buyer's selection of the Uranium suppliers has shared, or will share, directly or indirectly, in any part of the Contract or in any benefit that may arise therefrom.

Breach of this warranty shall subject to penalties according to the laws of the Republic of China and, in addition to any other remedy available to Buyer, give Buyer the right to rescind, cancel, or terminate the Contract without further liability and deduct from the Purchase Price the amount of consideration, or otherwise recover, the full amount of the benefit obtained by any person in breach of this warranty.

## **VII. LICENSES, PERMITS OR AUTHORIZATIONS**

Seller shall obtain any and all licenses, permits or authorizations that may be lawfully required by any agency of any government in order that Seller or any party on its behalf can legally sell and transfer the Uranium to Buyer at the Converter or Enricher, as applicable, as provided in Article III of the AGREEMENT and, upon

Buyer's request, shall furnish to Buyer proof of such licenses, permits or authorizations. Buyer shall obtain before Delivery of Uranium hereunder any and all licenses, permits or authorizations that may be lawfully required by any agency of any government in order that Buyer, or any party acting on its behalf, can legally take delivery of, title to, or possession of, the Uranium and, upon Seller's request, shall furnish to Seller proof of such licenses, permits or authorizations.

#### **VIII. NO ASSIGNMENT**

Seller shall in no way assign any of its rights or delegate any of its duties under the Contract to another party, except where Buyer consents in the event of an assignment or delegation due to the Seller's merger with another company, a bank or insurer sharing a liability with Seller jointly and severally as the result of performing on a guarantee, a bank exercising its rights as a creditor under a lien created by Seller, or substantially similar circumstance.

#### **IX. ARBITRATION**

Prior to initiating mediation in accordance with the R.O.C. Government Procurement Act or arbitration of any question or dispute of whatever nature arising out of or relating to the Contract, the parties shall attempt in good faith to resolve any such a dispute promptly by negotiation. Except as to decisions by the Converter or Enricher, as applicable, as to Uranium's weight and the acceptability of Uranium for Delivery, which decisions shall be final and binding and shall not be subject to further review or dispute, any dispute that has not been resolved by negotiation, such dispute may be referred to the Complaint Review Board for Government Procurement of the R.O.C. for mediation in accordance with the R.O.C. Government Procurement Act, or otherwise may be referred to arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce ("ICC"). The arbitration shall be conducted in English language. The place of arbitration will be in Washington, D.C., the U.S.A. Any arbitral award shall be final and binding on the parties, and judgment thereon may be entered in any court having jurisdiction over either of the parties or their assets.

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

1. Buyer and Seller shall continue to perform their obligations under the Contract that are unrelated to, or are not affected by, the dispute, except where Buyer determines that performance of such obligations may be suspended.
2. If Seller suspends its performance under the Contract due to a dispute, and the mediation or arbitration result reached under this Article IX is in Buyer's favor, the Seller shall not be entitled to an extension of any deadline for Seller's

performance under the Contract or be relieved of any of its responsibilities under the Contract because of Seller's suspension of its performance.

#### **X. SAFEGUARDS**

The parties hereto acknowledge and accept that all or any of the uranium and product derived therefrom purchased and sold hereunder shall be used solely for peaceful, non-explosive purposes only, and shall be subject to the safeguard requirements of the International Atomic Energy Agency ("IAEA").

Uranium exported from the country of Seller pursuant to the Contract and nuclear material derived from it are subject to the provisions of the inter-governmental agreement or agreements concerning nuclear safeguards to which the country of Seller is a party and which is or are applicable also to the country or countries of destination of such uranium and nuclear material derived from it; and that the exportation of the said uranium from the country of Seller is conditional on such agreement or agreements being in force and is subject to the provisions of such agreement or agreements. Seller shall keep Buyer informed of any special requirements of such agreement or agreements other than those safeguard requirements of the IAEA.

#### **XI. NO WAIVER; CUMULATIVE REMEDIES**

- A. The failure of either party to enforce at any time any of the provisions of the Contract, or to require at any time performance by the other party of any of the provisions thereof, shall in no way be construed to be a waiver of such provision, nor in any way to affect the validity of the Contract or any part thereof, or the right of either party thereafter to enforce each and every provision of the Contract.
- B. All remedies afforded under the Contract shall be taken and construed as cumulative and in addition to every other remedy provided for therein or otherwise available to a party.

#### **XII. ENTIRE AGREEMENT**

The Contract constitutes the entire agreement of the parties with respect to the subject matter thereof and shall supersede any prior expression of intent or understanding with respect to the transactions contemplated therein. The Contract may be amended or modified only by a writing signed by the duly authorized representatives of the parties.

#### **XIII. SEVERABILITY**

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

**XIV. GOVERNING LAW**

The Contract shall be governed by and construed in accordance with the laws of the State of New York, United States of America (without giving effect to its conflict of law principles).

**XV. LIMITATION OF LIABILITY**

In no event shall a party hereto be liable for consequential damages under or related to the Contract, except that this limitation of liability shall not apply to claims for any non-nuclear loss or damage based on (1) that party's infringement of intellectual property rights; (2) that party's willful misconduct or gross negligence; (3) Seller's intentional concealment of defects or deficiencies in supplying the Uranium; or (4) that party's wrongful or illegal acts or omissions to the rights or interest of third parties in the course of performance of the Contract. Payment due for liquidated damages, Cover Cost, Transaction Costs, and Legal Costs under Article III, LIQUIDATED DAMAGES FOR INEXCUSABLE DELIVERY DELAY shall not be considered as consequential damages.

The maximum aggregate liability of a party for any and all claims arising out of or relating to the performance or breach of the Contract, whether based upon Contract, tort (regardless of degree of fault or negligence), strict liability, warranty, liquidated damages or otherwise, including Seller's obligation to pay the Cover Cost, Transaction Costs, and Legal Costs under Article III, shall in no event exceed the Purchase Price. Notwithstanding the foregoing, there shall be no limitation on a party's liability for any non-nuclear loss or damage which is based on (1) that party's infringement of intellectual property rights; (2) that party's willful misconduct or gross negligence; (3) Seller's intentional concealment of defects or deficiencies in supplying the Uranium; or (4) that party's wrongful or illegal acts or omissions to the rights or interest of third parties in the course of performance of the Contract.

**XVI. SURVIVAL**

The provisions of the Contract dealing with Warranties and Disclaimers of Warranty (Article I of the GENERAL TERMS), No Commission (Article VI of the GENERAL TERMS), Arbitration (Article IX of the GENERAL TERMS), Safeguards (Article X of the GENERAL TERMS), Governing Law (Article XIV of the GENERAL TERMS), Limitation of Liability (Article XV of the GENERAL TERMS), as well as any other provision of the Contract affording either party a remedy, shall survive the termination, cancellation, or expiration of the Contract.

**XVII. GENERAL PROVISIONS**

- A. Currency: All references in this Contract to prices or amounts of money shall be prices or amounts of money expressed in the currency of the United States of America and currency numeric figures shall be rounded to cents.
- B. Contract Structure: The division of this Contract into Articles and Appendices, the provision of a table of contents and index, and the insertion of descriptive headings are for convenience of reference only and shall not affect the construction or interpretation of this Contract.
- C. Language: The language of this Contract is the English language and all communications hereunder or proceedings relating hereto shall be in the English language.
- D. Expanded Meanings: The singular shall include the plural and the plural the singular, and the masculine shall include the feminine and neuter and vice versa where the context requires.
- E. Interval of Days: In any case in which an interval of a number of days is prescribed in this Contract, that interval shall be determined exclusive of the first day but inclusive of the last day.
- F. Rounding of Numeric Figures: Whenever a numeric figure is to be rounded or calculated to fewer significant digits than the number of digits available, the following procedure shall be applied:

In any case, if the next succeeding decimal place is five (5) or more, the preceding decimal place will be raised to the next higher figure. Otherwise, the last digit retained shall not be changed.