HONGSA
POWER

TERMS OF REFERENCE (TOR)

TOR No. HPC-TSP-TOR-AUX-26-01-Rev.0

Ancillary Equipment 2026

Supply and Delivery of Ancillary Equipment for Waste Line 2 Handling System (WL2) and Ash & Gypsum Handling System (AGHS)

20th October 2026

Hongsa Power Company Limited

www.hongsapower.com

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INVITATION FOR BID PROPOSAL

Supply and Delivery of Ancillary Equipment 2026

for Wasted Line 2 Handling System (WL2) and Ash & Gypsum Handling System (AGHS)

Hongsa Power Company Limited (the "**HPC**") was established in 2009 by Banpu Power Limited (BPP), RH International (Singapore) Corporation Pte. Ltd. is a subsidiary of RATCH Group Public Company Limited (formerly named as Ratchaburi Electricity Generating Holding Public Company Limited) and Lao Holding State Enterprise (LHSE) for the project operation of 1,878 MW coal-fired mine mount power station to develop and operate for supplying sustainable source of energy in Laos and Thailand.

Hence, on behalf of HPC, I am pleased to invite your company to submit bid for the Supply and Delivery of Ancillary Equipment for Waste Line 2 and Ash Handling System of Hongsa Mine Mouth Power Plant, located in Hongsa District, Xayabouly Province of the North-West of Lao PDR.

The Bid Proposal shall be prepared and submitted strictly in accordance with the prescribed forms attached to the TOR Documents. All documents must be submitted in **electronic format** to the Procurement Division of HPC, subject to the following submission requirements:

1. **Non-Price Proposal (Annex II, III, and IV):** Bidders may submit the required non-price documents starting from **9th November 2026**.
2. **Price Proposal (Annex I):** The Price Proposal must be submitted no later than **01:00 PM Laos Standard Time (LST) on 19th November 2026**, which shall be the official closing date and time for the Price Proposal submission.

Currently, HPC operates its power plant stations for 10 years foregoing commercial operation since 2015. Your company can access and view HPC's certain commitment and information at official company on our website (www.hongsapower.com). In addition, your company may request additional information for the performance of your Bid Proposal during the Bidding Period.

Kind regards,

Mr. Narongrit Rachrongmuang

Chairman of Procurement Committee

for, and on behalf of the Procurement Committee's Hongsa Power Company Limited

1. INTRODUCTION

Background

Hongsa Mine Mouth Power Plant serves as a part of the development of 1,878 MW coal-fired power project to supply electricity to Laos and Thailand, located in Hongsa District, Xayabouly Province of the North-West of Lao PDR, and includes all the project facilities related thereto (together, the "**Hongsa Project**") in the National Power Development Program of Laos. Hongsa Project comprises, not only the Power Plant but also of 500 kV Transmission Lines, 500 kV Substation, 115 kV Substations, Coal Mine, 2 Dams and Water reservoir including varieties of equipment, spare parts and tools for the Hongsa Project.

Overall, this Terms of Reference (the "**TOR**") is orderly prepared to provide enquiries and invite qualified companies for the Bidding Process by following the intention of this TOR.

Objective

Hongsa Power Company Limited ("**HPC**" or the "**Employer**") intends to procure the Supply and Delivery of Ancillary Equipment (the "**Ancillary Equipment"** or the "Goods") for the Waste Line 2 Handling System ("**WL2**") and the Ash & Gypsum Handling System ("**AGHS**") at the Hongsa Mine Mouth Power Plant

HPC persuades the qualified companies (hereinafter referred to as the "**Bidders** or **Bidder**"), having capability to perform the Works as described herein, who received the TOR Documents to propose bid in technical and commercial aspects thereafter to HPC by strictly following the stipulated instructions and formats indicated in Clause 4 (Part I – General Terms) of this TOR.

HPC strongly desires to maintain high level of objective for the selection of the successful Bidder to provide high performance of the contract as the specifications and requirements. The successful Bidder shall be responsible for the Works including supporting documents, to the technical standards and requirements stated in Annex II (Technical Bid Form) of this TOR, using the best modern practices to ensure that such Works shall be in accordance with the technical specification and meet the other relevant requirements of HPC.

2. ELIGIBLE BIDDERS

The bidding is opened to all firms, either sole proprietorship, partnership, corporation, joint venture or in consortium (joint venture of several companies), who satisfies the following qualifications required by HPC:

i. Have been invited and received the TOR Documents supplied by HPC;
ii. Have the minimum years of experience in manufacturing the proposed Goods, as specified in Annex III – Commercial Bid Form. The Bidder shall be an officially Authorized Distributor or Dealer in Thailand and/or Lao PDR, holding a valid OEM Authorization Certificate or Letter confirming its authorization to supply the proposed Goods to HPC in Lao PDR. The OEM Authorization Certificate or Letter shall remain valid for a minimum period of six (6) months or twelve (12) months beyond the actual delivery date of the Goods to HPC Site.
iii. Have an export license and/or import license for the required Goods; and
iv. Have a registered capital of not less than 3,000,000.00 THB (Thai Baht), 2,000,000.00 LAK or the equivalent amount in another currency; or prior experiences in performing works of a relevant scope for HPC and/or any contractor under the Hongsa Project, with a contract value of not less than 5,000,000.00 THB (Thai Baht).

Other than the required qualifications specified above, the Bidders shall also:

i. Be a juristic person, duly and legally incorporated;
ii. Have the business objective in carrying on the scope of Works related to the TOR's objective (supply and/or services);
iii. Have the legal authority to execute the Bid Proposal according to this TOR;
iv. Not be a bankrupt or liquidated company;
v. Have adequate finances to perform the scope of Work as described in this TOR;
vi. Have never breached any contract/agreement or any work to HPC, HPC's counterparties or HPC's other suppliers or contractors;
vii. Have not shared any collusive information with other Bidders and committed any action in obstruction of the fair competition;
viii. Not having a business, financial, personal, or other interests to HPC's activities, the project or others that related thereto; and
ix. Have not been included in HPC's blacklisted companies.

Lastly, any Bidders who submit any fraudulent documents to HPC or misrepresented any documents shall be deemed disqualified in all cases.

- Intentionally omitted –

3. HPC'S REQUIREMENTS

3.1 PART I – GENERAL TERMS

3.1.1 BIDDING PROCESS AND CONDITIONS OF BID

Bidding Process

The TOR Documents are distributed to the Bidders by means of e-mail, USB flash drive and/or though HPC. The Bidders shall propose the technical and commercial aspect based on the provided information, guidelines, tables and forms by HPC or as specified herein. The Bidders shall then submit the Bid Proposal to HPC in accordance with the schedule as specified in Sub-Clause 4.1.19 (Bidding Schedule) herein.

HPC reserves the right to accept or reject all or any parts of the Bid Proposal without assignment of any reasons whatsoever. Moreover, HPC is also entitled to verify all statements, information and documents submitted by the Bidders in response to the requirements in the TOR provided that any such verification or lack of such verification by HPC to undertake such result shall not relieve the Bidders of their obligations or liabilities nor will affect any rights of HPC.

Addenda

No amendment to the TOR Document shall be effective unless in the form of a written addendum thereto issued by HPC.

An addendum may be notified by HPC in writing, facsimile transmission, or e-mail. HPC may, in its discretion, extend the Bidding Period to allow the Bidders to consider the addenda.

The Bidders shall acknowledge, in its Form of Bid, the receipt of each and all addendum to the TOR Document issued by HPC and received by Bidder during the Bidding period.

Cost of Bid

For Bid Proposal Submission, the Bidders acknowledge that the Bid Proposal is entirely at their own costs and expenses. HPC is not responsible for payment of any costs and/or expenses incurred by such preparation and submission of Bid Proposal by the Bidders.

Currency, Language and Bidding Process Fees

- All prices in the Bid Proposal shall only be quoted in Acceptable Currency (i.e. EUR, USD and/or THB).

- Thai Contractor, the Contract Price to be payable to the Bidder shall be made through telegraphic transfer in Thai Baht currency only.
- Lao Contractor, the Contract Price to be payable to the Bidder shall be made through telegraphic transfer in Lao Kip currency.
- In the event that Lao Contractor requests to receive service fee in Thai Baht or other acceptable foreign currency, the official approval document issued by the Department of Foreign Exchange Protection, Bank of the Lao PDR must be presented to HPC.
- Unless otherwise specified by HPC, all Bid Proposal including the supporting information and/or documents should be written in English. If any supported document attached is translated and in case of any ambiguity, the translation (original as translated by the Employer) shall prevail.
- The Bidders are not required to pay any Bidding Process Fees.

Discrepancies, Errors and Omissions

In the event that the Bidders finds any discrepancies, errors or omissions in the TOR Documents, or requires clarification of the information specified in the TOR Documents, the Bidders shall notify HPC no later than **25th October 2026** in writing through e-mail.

HPC is going to respond in writing through e-mail (with a copy to others) to any notification that received within **30th October 2026**. Inquiries for bidding or technical nature may be directed, in the first instance by e-mail to:

Project Owner:	Mr. Nattakorn Subunpavong Senior Officer – Mine Facility & Spare Part Management
E-mail:	Nattakorn_S@hongsapower.com
Contract No.:	+856 (0)20 52 441 986 (Lao P.D.R.) / +66 (0)91 078 3175 (Thailand)

Acceptance and Rejection of Bid Proposal

Please be noted that if HPC had specified the required technical specifications in Annex II (Technical Bid Form) of this TOR to be irrevocable as highlighted in yellow color, the Bidders shall strictly follow these requirements. If the Bid Proposal submitted by the Bidders have any deviation against the irrevocable requirements, the Bidders shall be given a chance by HPC to clarify and comply with the requirements within seven (7) days after the evaluation of its technical bid proposal for consideration. If a Bidder fails to do so, its bid proposal shall not be further considered.

HPC reserves the right, at its sole discretion and judgement, to accept the proposal that is most responsive and best offer, or to reject any or all proposals that are not responsive, or to waive minor irregularities and informalities in any proposal submitted or to annul the bidding process on the date and time as designed in the TOR due to changes in the procurement plan, without incurring any liability to the affected Bidders.

Notwithstanding, HPC shall not be bound to award the contract to the Bidder who has submitted the lowest price proposal. HPC will take into account all evaluation factors such as compliance with requirements in this TOR, technical capabilities, financial qualification and competency of the Bidders including other relevant factors as HPC deems appropriate to execute the Works promptly and vigorously in such manner as to secure delivery of Goods and/or completion of the Works within the specified timeframe.

Moreover, HPC reserves the right to separate its order into several Purchase Orders for different amounts and/or for the selected items to different successful Bidders and/or to remove any part of Scope of Works that are specified herein and in the TOR Documents after the Bid Evaluation Process is completed to fulfill its business profit and comply with its budget utilization plan.

3.1.2 SCOPE OF WORKS

The scope of Works will be further broadly performed by the successful Bidder according, but not limited to the following manner:

i. The supply of Goods includes all materials needed to manufacture the items listed in Annex I (Price Bid Form) of this TOR. It also covers all related components and services required to complete the work.

ii. Before starting the manufacturing process, all required documents such as design drawings, technical data sheets, design calculations, and other relevant materials listed in Annex IV (Documents Submission Form) of this TOR must be submitted to HPC for review and approval. HPC will monitor and keep records of all document submissions and approvals.

iii. The selected Proponent will be responsible for conducting all required inspections and tests, as outlined in Annex II (Technical Bid Form) of this TOR after the manufacturing of Goods prior to delivery to Hongsa Site.

iv. Delivery of goods to the Hongsa site in Lao PDR shall include transportation, forwarding, customs duties, and clearance expenses under DDP Incoterms® 2020, as

specified in Annex I (Price Bid Form) and Annex III (Commercial Bid Form) of this TOR. HPC shall provide the Master List required for customs clearance procedures.

v. After the goods have been manufactured and delivered to the agreed delivery location, the Proponent must submit the required As-Built Drawings, Technical Data Sheets, and other relevant documents listed in Annex IV (Documents Submission Form) of this TOR to HPC.

3.1.3 TOR DOCUMENTS

The TOR Documents issued by HPC to Bidders shall be comprised of the documents specified in the following list below including other documents that are required by the conditions and shall be submitted by the Bidders together with Bid Proposal:

1) Invitation for Bid Proposal

2) Introduction and Background

3) Bidding Process and Conditions of Bid

4) HPC's Requirements
   - 4.1) Part I: General Terms; and
   - 4.2) Part II: Work Obligations and Reference Technical Documentation

5) Bid Proposal Forms
   - 5.1) Annex I: Price Bid Form;
   - 5.2) Annex II: Technical Bid Form;
   - 5.3) Annex III: Commercial Bid Form; and
   - 5.4) Annex IV: Documents Submission Form

6) Schedules to TOR Documents
   - 6.1) Schedule I: General Conditions of Contract for Procurement of Goods; and
   - 6.2) Schedule II: Form of Performance Security

The TOR Documents downloaded from the OneDrive Shared Link specified below.

HPC-TSP-TOR-AUX-26-01-Rev.0_Ancillary Equipment Procurement 2026

- Intentionally omitted -

3.1.4 REQUIRED SUBMITTAL DOCUMENTS

The Bidders shall submit the following documents to HPC in accordance with the instructions specified in Sub-Clause 4.1.4 (Submission of Bid Proposal) herein but are not limited to:

i. Price Proposal Documents (Envelope 1)

a) A scanned copy in PDF of the Quotation with official heading of the Bidder's company, signed and stamped.
b) A scanned copy in PDF of the completely filled-up Annex I (Price Bid Form); and
c) Soft copies of the documents containing Excel File of the completely filled-up Annex I (Price Bid Form).

ii. Technical Proposal Documents (Envelope 2)

a) A scanned copy in PDF of the completely filled-up Annex II (Technical Bid Form) and Annex IV (Document Submission Form).
b) A scanned copy in PDF of Preliminary drawings, technical data sheets and Other supporting documents specified in Annex IV (Documents Submission Form) and other specified in Annex II (Technical Bid Form).
c) Soft copies of the documents containing the Excel File of the completely filled-Up Annex II (Technical Bid Form) and Annex IV (Documents Submission Form)

iii. Commercial Proposal and Corporate Documents (Envelope 3)

a) A scanned copy in PDF of the completely filled-up Annex III (Commercial Bid Form).
b) A scanned copy in PDF of the Corporate Documents specified in Annex IV (Documents Submission Form); and
c) Soft copies of the documents containing the Excel Files of the completely filled up Annex III (Commercial Bid Form).

The above documents shall be certified by the signature of the authorized person and affixed with the company seal of the Bidder. In the case of electronic submission, scanned copies of signed documents in PDF format are acceptable.

HPC provides to the Bidders one (1) complete set of TOR Documents as electronic format. However, the Bidders shall immediately return all TOR Documents and materials provided by HPC including copies to Procurement Division of HPC in case of the following conditions:

- If a company invited to Bid, determines that it will not do so;
- If a Bidder has been notified that the Bid has been unsuccessful by HPC; and/or
- Upon request in writing by HPC.

3.1.5 SUBMISSION OF BID PROPOSALS

i. The Bid Proposal shall be submitted in three (3) separate sealed envelopes:

a) **Envelope 1 (Price Proposal)**: The Quotation documents shall be submitted as soft files via email or through the designated electronic submission platform.

b) **Envelope 2 (Technical Proposal)**: The Technical documents shall be submitted as soft file via email or through the designated electronic submission platform.

c) **Envelope 3 (Commercial Proposal and Corporate Documents)**: The Commercial documents and Corporate Documents shall be submitted as soft file via email or through the designated electronic submission platform.

ii. Prior to submission of the Bid Proposal, the Bidders shall thoroughly review and study the entire the Bid Documents as well as the attachments and deeply comprehend with the conditions as stipulated herein.

iii. The original copies of the Bid Proposal shall be sealed and labelled in the envelopes by the Bidders according to the following details:

"THE PROCUREMENT COMMITTEE OF ANCILLARY EQUIPMENT PROCUREMENT 2026"

Bid Proposal for HPC-TSP-TOR-AUX-26-01-Rev.0_Ancillary Equipment 2026

Envelope 1: Price Proposal

Envelope 2: Technical Proposal

Envelope 3: Commercial Proposal

iv. The submission of the Bid Proposal shall be lodged and addressed to the following HPC's personnel and office addresses specified below, no later than 01:00 PM local time on the closing date of **19h Nov 2026. Bidders are required to submit the Technical Proposal no later than 18th Nov 2026,** prior to the final bid submission deadline, to allow sufficient time for preliminary review and clarification if necessary.

Hongsa Power Company Limited

Contact Person: Ms. Phannipa Kiatbumrung (Division Manager – Procurement)

Vientiane Address: NNN Building 4th Floor/Room No. D5, Boulichan Road, Phonsinouan Village, Sisattanark District, Vientiane Capital, Lao PDR; or

Nan Address: 3/37-38 Woravichai Road, Nai-Wieng District, Muang Nan, Nan Province 55000, Thailand; or

Hongsa Address: Phonchan Office, Hongsa District, Xayaboury Province, Lao PDR

v. For the determination of the deadline for the Bid Proposal submission, HPC reserves the right to consider, as it deemed appropriate, any Bid Proposal submitted by the Bidders later than specified time herein, only if such Proponent notifies a reason for the late submission to HPC for its consideration no later than **15th Nov 2026**.

- Intentionally Omitted -

3.1.6 DELIVERY AND SHIPMENT

i. Except otherwise specified by HPC, the Goods shall be delivered to the place of delivery no later than the Date of Delivery according to the following conditions:

- **Applicable Incoterms Rule**

  This TOR is subject to the delivery term specified in Annex III (Commercial Bid Form) of this TOR under Incoterms® 2020, provided that the applicable Place of Delivery is varied accordingly to each term below:

- **Place of Delivery**

  Delivered Duty Paid (DDP): Mine Inventory Warehouse, Hongsa District, Xayabouly Province, Lao PDR

- **Date of Delivery**

  Package A WL2, the successful Bidder shall complete the delivery no later than **300 calendar days** from the Execution Date specified in the Contract, or by the date specified in the Annex III (Commercial Bid Form) of this TOR, whichever is earlier.

  Package B AGHS, the successful Bidder shall complete the delivery no later than **200 calendar days** from the Execution Date specified in the Contract, or by the date specified in the Annex III (Commercial Bid Form) of this TOR, whichever is earlier.

ii. Unless otherwise agreed in writing by the parties, the risk, right and responsibility of each party under the TOR shall be according to the applicable Incoterms® 2020.

iii. Unless otherwise instructed by HPC in writing, any partial shipment of Goods shall not be allowed.

iv. Temporary import master list have to accept and issue by HPC

a. Temporary of the machinery, tools and equipment for installation of work shall be processed on behalf of the HPC only.

b. Mobilization of the machinery, tools and equipment to Thailand or other, shall be processed on behalf of the HPC only.

c. In case of mobilization by don't have any permit and processing by HPC, all expenses and penalty fees shall be response by the contractor.

d. The bidder is fully responsible for all expenses related to the handling of temporary imports

- Intentionally Omitted -

3.1.7 BID EVALUATION PROCESS AND CONDITIONS

Bid Evaluation Process

The Bidders shall respond to all requirements in the TOR to the maximum extent as possible to ensure that all aspects of the evaluation criteria are covered. HPC also encourages the Bidders to expand their responses to include details of technical infrastructures, standards, and key differentiators.

Moreover, the Bidders are required to clearly identify the limitations and expectation to the specifications and requirements inherent in the proposed Bid Proposal.

Any Bidder who submits the documents and information that does not complied with the materials, conditions and specifications specified in HPC's requirements, shall be rejected from the determination.

Bid Evaluation Process Conditions

The conditions of Bid Evaluation Process shall be as follows:

Bid Opening

i. Bid is going to be opened after 05:00 PM on the next date of closing date of Bid Submission, provided that the Bid Opening is internally done in private.

ii. In the event that any Bid Proposal is received after the time set for the receipt of Bid Submission, the Bid Proposal may be returned, unopened or retained for consideration entirely at the discretion of HPC.

iii. Related information from the examination, clarification, evaluation of Bid Proposals and recommendations concerned on the award are entirely confidential to HPC and shall be under no obligation to disclose the information to any of the Bidders.

Clarification and Evaluation of Bid Proposal

i. To assist on the examination, evaluation and comparison of Bid Proposal, HPC may, at its discretion, inquire any of the Bidders for clarification of their Bid Proposal. However, the requested clarification and response shall be in writing by e-mail and no change in the Price or substance of the Bid Proposal, shall be sought, offered or permitted.

ii. The Bidders may be requested to participate in the Bid Evaluation meeting at the site in Laos, Nan Office in Thailand, or Tele-Conference (if required).

iii. HPC may waive any informality in any of the Bid Proposals it has received and reject any and/or Bid Proposal without assigning reasons, therefore.

Right to Negotiation

i. HPC may, at its discretion, negotiate with any Bidders after the Bid closing.

ii. During the Bid evaluation period, HPC may negotiate with the Bidders to vary some aspect of HPC's specification and requirements or the Bidders Bid Proposals, including but not limited to conditions of contract, scope of work, capability, costs and effectiveness or matters that related to the combination of part of the Bid Proposal with another of Bid.

Bid Evaluation Criteria

The Bid Evaluation Criteria for the selection of Bidder to be awarded of project are as follows:

i. Qualification of Bidder

The completeness and qualification of the following corporate documents, including but not limited to Bidder's company profiles, experiences or reference projects, financial statement and current asset value, statement of capability, organization chart and proposed safety, quality management system and procedures.

ii. Technical Bid Evaluation

a. The completeness and conformance of the Bidder with the technical requirements as specified in Annex II (Technical Bid Form) of this TOR;

b. The completeness and conformance of the Bidder with the submission of required preliminary technical documents as specified in Annex IV (Document Submission Form) of this TOR.

iii. Commercial Bid Evaluation

a. The completeness and conformance of the Bidder with the commercial requirements as specified in Annex III (Commercial Bid Form);

b. HPC reserves the right for consideration of any portion of such commercial bid in its entire benefit;

iv. Price Bid Evaluation

a. The Price of Goods for all relevant costs and expenses proposed by the Bidder as specified in Annex I (Price Bid Form);

b. HPC reserves the right not to accept the lowest price or any portion of the price or the entire proposed price.

Bid Evaluation Process

Upon the qualification of Bidders in the technical and commercial aspects of Bid Evaluation Criteria, HPC shall consider and examine the price bid evaluation by using the results from the scoring criteria as solely designed by HPC.

i. If the rates and prices specified in the Price Bid Proposal are non-conformance with the information provided in the TOR Documents or is not reasonable and inconsistent with any of the type, size, dimensions of Goods and/or Services to be further supplied, HPC may disqualify such Bidder.

In consideration of the assessment of the appropriate Bidder to enter the Contract, HPC shall be entitled to request for the rates and prices declaration, status and other facts relating to the Bidder. However, HPC reserves the right to reject the Price Bid Proposal or enter the Contract with the Bidder in case that the evidence is inappropriate and/or incorrect.

ii. HPC still reserves the right to reject the lowest Price Bid Proposal or some portion of the price or the entire Price Bid Proposal at its own discretion based on the best benefit of HPC.

iii. If in case that the lowest Price Bid Proposal submitted by a Bidder is beyond expectation of HPC, which may likely result in the inability of the Bidder to perform the Works and/or Services specified in this TOR, HPC may request the Bidder to explain and present evidence, to increase the credibility of the ability of that Bidder to fully fulfill the obligations. If the explanation is not reasonable or justifiable, HPC, at its own discretion, is entitled to reject the Price Bid Proposal of that Bidder.

iv. The Bidders acknowledge and accept that the selection process is in the full authority of HPC's own decision.

Bid Proposal Validity Period

Bid Proposal shall remain valid for a minimum period of ninety (90) calendar days from the expiration of the proposal submission date as specified in Annex III (Commercial Bid Form) of this TOR.

3.1.8 WARRANTY

Unless otherwise stated in this TOR, the successful Bidder warrants to HPC the Goods and/or Works in accordance with the following:

i. The successful Bidder warrants to HPC that title to the Goods shall pass to HPC with good and clean title thereof after the Goods have been delivered to the site and accepted by HPC. At the time of passing title to HPC, the Goods will be of good quality and free from any defects in materials, workmanship and title.

ii. The successful Bidder shall warrant the proper functionality of the Goods and/or Works for not less than the required Warranty Period specified in Annex III (Commercial Bid Form) of this TOR starting from the date immediately following the date of acceptance of the Goods and/or Works by HPC as evidenced by the Acceptance Letter (the "**Warranty/Defect Notification Period**").

iii. The successful Bidder shall provide HPC the Warranty Certificate stating the warranty conditions and claim policies for the Goods and/or Works as a prerequisite prior to processing of the final payment.

iv. In relation to repair or replace parts furnished under accepted Warranty Claim by the successful Bidder, the relevant Warranty Period shall, in relation to such repaired or replacement parts, be extended for a further period of one (1) year from the date such repaired, or replacement parts are furnished.

v. In case that the successful Bidder does not rectify such defect, HPC shall reserve the rights to rectify and/or remedy by itself at the successful Bidder's costs and expenses.

vi. At any time during the warranty period, HPC has right to examine, inspect and test the performance of Goods and/or Works. The result of such inspection and testing of Goods and/or Works shall be satisfied to HPC with the required warranty conditions as stipulated in.

- Intentionally Omitted -

3.1.9 PAYMENT

Unless otherwise specified in Annex I (Price Bid Form) of this TOR, the Price Bid Proposal for the Goods and/or Works shall be quoted at a lump sum price basis. In the event that HPC requested more details, the Bidders shall submit an itemized price break-down in all-inclusive basis covering all the items and services necessary for the successful completion of the Goods and/or Works to be provided.

i. For consideration of the Price Bid Proposal, the Bidders shall completely fill-up the Annex I (Price Bid Form).

ii. In consideration of payment progression shall be payable to the successful Bidder in compliance with the conditions for payment terms specified in Annex III (Commercial Bid Form) of this TOR.

iii. Subject to this TOR, all payments for the Goods payable to the successful Bidder shall be made as the following conditions:

(a) If an invoice is submitted to HPC during the date of 1-15 in any month, the payment of such invoice will be paid on the date of 10th of the following month.

In this regard, when there is the case that such submitted invoice is incorrect of the work performed or goods procured is not in compliance with the requirements provided under the contract, the bidder could be entitled to receive the payment on the same due date ***only on the conditions that*** such invoice is revised to HPC's satisfaction or the work has been performed or the goods has been procured in compliance with the requirements thereof; and that the revised invoice is re-submitted to HPC within the date of 15th of such month.

(b) If an invoice is submitted to HPC during the date of 16-31 in any month, the payment of such invoice will be paid on the date of 25th of the following month.

In this regard, when there is the case that such submitted invoice is incorrect of the work performed or goods procured is not in compliance with the requirements provided under the contract, the bidder could be entitled to receive the payment on the same due date ***only on the conditions that*** such invoice is revised to HPC's satisfaction or the work has been performed or the goods has been procured in compliance with the requirements thereof; and that the revised invoice is re-submitted to HPC within the end of such month.

iv. The Bidders shall specify the proposed Payment Terms as stated in Annex III (Commercial Bid Form) of this TOR. The proposal that will be complying with the preferred Payment Terms without L/C or Advance Payment shall be primarily considered by HPC.

v. The Credit Term for processing the payment shall be as specified in Annex III (Commercial Bid Form) of this TOR, which is subject to the company's payment cycle.

- Intentionally Omitted -

3.1.10 PERFORMANCE SECURITY

Bid Security

Not Applicable.

Advance Payment Bond

Subject to the payment conditions, HPC will make an advance payment to the successful Bidder in the amount (the "**Advance Payment**") that was proposed and agreed in the Payment Terms as specified in Annex III (Commercial Bid Form) of this TOR, provided that the successful Bidder shall submit an Advance Payment Bond issued by the reliable bank or financial institution acceptable to HPC, substantially in the form and substance specified in Sub-Clause 4.2.5 (Schedule II: Form of Performance Security) herein, having the equivalent amount of the Advance Payment.

The term of validity of Advance Payment Bond shall be from the date of issuance to not earlier than thirty (30) days after the Date of Delivery and shall only be released to the successful Bidder within thirty (30) days after the Advance Payment have already covered by the deduction of its payment or the expiry of the validity or termination of the Contract including its extension thereof.

Performance Bond

The Supplier shall provide a Performance Bond issued by a bank acceptable to HPC, in an amount equivalent to ten percent (10%) of the total Purchase Order (PO) value.

The Performance Bond shall serve as security for the Supplier's proper and timely fulfillment of all contractual obligations, including equipment delivery, installation (if applicable), warranty obligations, and after-sales service commitments.

In the event that the Supplier fails to fulfill its contractual obligations, including failure to deliver the equipment, failure to rectify defects, or failure to provide the required warranty services within the agreed timeframe, HPC reserves the right to claim against the Performance Bond, subject to the terms and conditions of the Contract.

The Performance Bond shall remain valid until the completion of the Supplier's contractual obligations and shall be released in accordance with the Contract terms.

3.1.11 RETENTION MONEY

HPC shall deduct ten percent (10%) of Contract Price with each installment payable to the Proponent as a security for the warranty given under the Agreement thereto by the Proponent (the “Retention Money”).

The Retention Money shall be covered the Defects Notification Period (the “Warranty Period”) as stipulated in Clause 16, starting the date of the Acceptance Certificate issuance to the Proponent.

Upon (i) the Warranty Period has elapsed and (ii) the Proponent has been discharged from all responsibilities or obligations under the Agreement, the Retention Money shall be returned, without any interest to the Proponent within thirty (30) days thereafter.

- Intentionally Omitted -

3.1.12 GOOD ENGINEERING PRACTICES / NATIONAL OCCUPATIONAL STANDARD

All Ancillary Equipment shall be designed, manufactured, assembled, tested, inspected, and supplied in accordance with recognized international standards, applicable national laws and regulations, and good engineering practices.

The equipment shall comply with the latest applicable editions of relevant standards, including but not limited to ISO, EN, SAE, IEC, or equivalent internationally recognized standards, as applicable to the type of equipment.

The Supplier shall ensure that:

The equipment is suitable for heavy-duty industrial and mining applications and for the intended operating conditions at the Employer's site.

The design, manufacture, materials, workmanship, assembly, inspection, and testing are in accordance with recognized good engineering practices.

All safety devices, guards, warning systems, emergency systems, and operator protection systems comply with applicable occupational health and safety requirements.

The equipment complies with applicable environmental, emission, noise, and safety regulations of the country of manufacture and the country where the equipment will be operated, where applicable.

Where there is any conflict between the specified standards, the Supplier shall notify the Employer for clarification and approval prior to manufacture or delivery.

Equivalent or higher standards may be proposed by the Supplier, subject to the Employer's review and approval.

- Intentionally Omitted -

3.1.13 ENTER INTO CONTRACT

i. During the Bidding Process, the Bidders shall deem to itself and confirm that it has read, understand, and accept the preliminary terms and conditions set forth in the General Conditions of Contract as specified in Sub-Clause 5.1 (Schedule I) enclosed herein. If in case that the Bidders have comments and desires to amend some parts of the terms and conditions, the Bidders shall inform HPC by specifying their respective comments about the preliminary terms and conditions on the Annex III (Commercial Bid Forms) of this TOR.

ii. After the Bidding Process has been completed as specified in Sub-Clause 3.1.27 (Bidding Schedule) herein, the Letter of Award (LOA) or Letter of Intent (LOI) may be issued by HPC to the successful Bidder to advise it of HPC's intent to award a contract of this project prior to entering into the contract thereto.

iii. The parties are responsible for preparing the contract upon the terms and conditions as preliminary set forth in the General Conditions of Contract as specified in Sub-Clause 5.1 (Schedule I) herein.

iv. The successful Bidder shall provide HPC the Performance Security in the amount and conditions as specified in Sub-Clause 3.1.10 (Performance Security) herein on or before the contract execution.

v. Subject to Lao PDR Laws requirements, the successful Bidder shall register a temporary tax identification number and shall be the corporate income tax in Lao PDR and any other requirements that are necessary or need to be complied under a) HPC Concession Agreement and b) Lao PDR Laws.

- Intentionally Omitted -

3.1.14 CONFIDENTIALLY AND INTELLECTUAL PROPERTY

The information in this TOR Document is considered as confidential by HPC. The implementers shall use the information only as it pertains to complete the Bid Proposal and MUST not disclose to any third party without the written consent by the HPC.

All Bidders shall treat the TOR Document as confidential and shall be circulated to as few persons and other organizations as possible, compatible with the Bidder's ability to submit the best commercial Bid.

The Bidders shall keep confidential all documents, drawings and other information supplied by HPC as marked "**Confidential**" and shall not disclose such information or items to a third party except as may be required by law or for the proper execution of the work.

Ultimately, the conditions above shall survive the termination or expiration of the TOR Documents.

- Intentionally Omitted -

3.1.15 RECOMMENDED SPARE PARTS LIST WITH PRELIMINARY PRICE

The Bidder shall submit a recommended spare parts list, including preventive maintenance (PM) parts, estimated quantities, unit prices, and total estimated costs for a period of five (5) years. The information shall be used for maintenance cost evaluation and comparison of Bid Proposals.

The Bidder shall also confirm the availability of genuine spare parts for a minimum period of ten (10) years after delivery and acceptance of the Equipment.

3.1.16 PROJECT REFERENCE AND RELIABILITY

The Bidder shall provide evidence of equipment reliability and durability under demanding operating conditions, including dusty and wet environments, covering major component service life and proven field performance.

The Bidder shall submit verifiable references from three (3) independent customers using equipment of the same brand and type, or equivalent model, including customer contact details, official email addresses, contract or PO numbers, and official websites (if available).

HPC reserves the right to contact the referenced customers for verificatio

- Intentionally Omitted -

3.1.17 FINANCIAL STATEMENTS & CASH FLOW

The Bidder shall submit financial statements for the last three (3) fiscal years, including Balance Sheets, Income Statements (Profit and Loss Statements), and Cash Flow Statements, to demonstrate its financial stability and capability to fulfill the contractual obligations.

3.1.18 AFTER-SALES SERVICE CAPABILITY AND SERVICE CENTER EVIDENCE

The Bidder shall submit supporting documents demonstrating its after-sales service capability and the availability of an established service center in Thailand and/or Lao PDR.

The submitted documents shall include the following:

Service Center Information: Name, address, location, contact details, and photographs of the service center and workshop facilities.

Technical Personnel: Details of qualified service technicians, including their experience, technical qualifications, and OEM training certificates, where available.

Service Facilities and Equipment: Information on workshop facilities, diagnostic tools, maintenance equipment, and service vehicles.

Spare Parts Support: Evidence of spare parts availability, including warehouse facilities or established supply arrangements.

Service Experience: Records of previous maintenance and repair services for similar equipment, including customer references or service reports.

On-Site Service Capability: Confirmation of the Bidder's ability to provide on-site inspection, troubleshooting, maintenance, and repair services at HPC Site in Lao PDR.

The submitted information shall be used to evaluate the Bidder's actual after-sales service capability and its ability to provide reliable technical support throughout the warranty period and subsequent equipment operation.

- Intentionally Omitted -

3.1.19 CONTACT PERSONS

The following HPC personnel shall be the point of contact for any queries relating to the commercial and technical part of the TOR Documents during the bidding period.

Commercial Part

Contact Person: Ms. Phannipa Kiatbumrung (Division Manager – Procurement)
E-mail: Phannipa_K@hongsapower.com
Contact No.: +856 20 5244 1809 (Lao P.D.R.) / +66 94 914 1993 (Thailand)

Technical Part

Contact Person: Mr. Nattakorn Subunpavong (Mine Facility & Spare Part Management)
E-mail: Nattakorn_S@hongsapower.com
Contact No.: +856 205 2441 965 (Lao P.D.R.)/ +66 92 042 0074(Thailand)

Contact Person: Ms. Chiangmai Kuntalika (Mine Facility & Spare Part Management)
E-mail: Chiangmai_K@Hongsapower.com
Mobile No.: +856 205 2441 975 (Lao P.D.R.)

- Intentionally Omitted -

3.1.20 OPERATOR AND MAINTENANCE PERSONNEL TRAINING SERVICES

The Bidder shall provide training services for HPC's operators and maintenance personnel to ensure the safe, proper, and efficient operation and maintenance of the supplied equipment.

The training program shall include, but not be limited to, the following:

1. **Operator Training:** Equipment operation, operating procedures, safety precautions, control systems, and operating limitations.
2. **Maintenance Training:** Preventive maintenance, daily inspections, lubrication, periodic servicing, and maintenance schedules.
3. **Troubleshooting:** Basic fault diagnosis, warning indicators, common equipment failures, and corrective actions.
4. **Practical Training:** Hands-on training and demonstrations using the actual equipment at HPC Site.
5. **Training Documentation:** Training manuals, maintenance guidelines, training materials, and attendance records.

The Bidder shall submit a proposed training program specifying the training topics, duration, number of participants, trainer qualifications, and training schedule.

All training services shall be provided at HPC Site in Lao PDR, unless otherwise agreed by HPC, and shall be included in the Bid Price.

- Intentionally Omitted -

3.1.21 KEY PERSONNEL

Not Applicable.

- Intentionally Omitted -

3.1.22 BIDDERS'S GENERAL OBLIGATIONS

The forwarding, customs duties and taxes including custom clearance expenses relevant to the transportation of Goods from the factory of the manufacturer to Hongsa Site shall be the responsibility of the successful Bidder under DDP Incoterms® 2020 as specified in Annex I (Price Bid Form) and Annex III (Commercial Bid Form) of this TOR.

Subject to the Lao import tax, HPC will provide the Master List for relevant Tax exempted as stipulated in Clause 4.1.21 of this TOR and such relevant tax shall not be included price proposal.

- Intentionally Omitted -

3.1.23 HPC'S GENERAL OBLIGATIONS

i. Unloading of the Goods upon arrival of the delivery vehicle in the Place of Delivery at Hongsa Site will be the responsibility of HPC under DDP Incoterms® 2020.

ii. HPC shall provide the required auxiliary equipment and tools to support the unloading of Goods from the delivery vehicle to the Place of Delivery at Hongsa Site.

- Intentionally Omitted -

3.1.24 BIDDING SCHEDULE

HPC shall endeavor to adhere to the following schedule:

No.	Event Description	Tentative Completion Date
1	TOR Documents Issuance	20th October 2026
2	Q&A Close Date	4th November 2026
3	Bid Proposal Submission	9th November 2026
4	Technical Bid Review	12th November 2026
5	Vendor Selection and Negotiation Process	19th November 2026
6	Contract Award	1st December 2026
7	Contract Signing/Execution Date and Issuance of PO	8th December 2026

Remarks:

- HPC, at its discretion retains right, but is not obligated, to extend the Bid Submission Date by issuing the corrigendum.
- This timetable may be varied upon HPC's discretion.

- Intentionally Omitted -

3.1.25 TAX AND DULY PROVISIONS

The tax privileges and liabilities in Lao PDR as specified in the table below.

No.	Lao Taxes	Privileges Granted
1	Corporate Income Taxes	The successful Bidder shall be responsible for paying any applicable Corporate Income Taxes is required under the laws of Lao PDR.
2	Business Turnover Tax	Exempted for all non-Lao domiciled, the successful Bidder and Subcontractors.
3	Value Added Tax	The following items will attract a 0% VAT rate for all non-Lao domiciled, the successful Bidder and Subcontractors: a) all goods, equipment, machinery, materials and services provided to HPC relating to the operation of the Project (excluding consumer goods and foods, fuel, diesel oil and petroleum-based products); and b) all spare parts, chemicals, lubricants and other similar consumables imported into the Lao PDR by the successful Proponent or Subcontractors in the name of HPC for use in connection with the Project. Please note that the 0% VAT rate does not apply to goods and services procure from suppliers in Lao PDR.
4	Imported Duties and Taxes	<u>Goods, Equipment, Machinery, Materials and Services</u> All goods, equipment, machinery, materials and services imported by or provided to HPC relating to the construction and operation of the Project (including all chemicals, lubricants, explosive and other consumables (but excluding for the avoidance of doubt consumer goods and foods) used by the Project) shall be fully exempted from import duties and taxes. <u>Steel Rebar and Cement</u> There are no import duties on steel rebar and cement so long as such items are not available in Lao PDR based on quality, quantity, or price competitiveness. <u>Fuel</u> During the Operation Period, there is no exemption from import taxes and duties and the successful Proponent and Subcontractors must pay all customary taxes on imported fuel, diesel oil, and petroleum-based products. <u>Spare Parts</u> All spare parts, chemicals, lubricants and other similar consumables imported into the Lao PDR by the HPC or any of its Contractors or Subcontractors in the HPC's name for use in connection with the Project shall be exempted from import duties and taxes and all other government duties and taxes payable under Lao PDR Law.

No.	Lao Taxes	Privileges Granted
		Trucks and Construction Vehicles All trucks and construction vehicles (including construction equipment, cranes, heavy lifting equipment, pick-up trucks, and dump trucks) purchased or leased by or on behalf of HPC, and registered in the name of, and bearing a license plate or tag issued to HPC or Mining Company are exempted from applicable import duties. Passenger Vehicles All sedans and passenger vehicles purchased or leased by the successful Proponent or Subcontractors, and registered in the name of, and bearing a license plate or tag issue to, HPC, and used in connection with the Project will be subject to an import tax of one percent (1%). Any truck or vehicle that is not registered to HPC or which does not bear the appropriate license plates or tags will be fully subject to applicable import taxes and no exemption will apply. Note: There will be no tax exemption on fuel of office vehicles (passenger sedans and other vehicles not used at the construction site for construction activities) during construction and operation period.

- Intentionally Omitted -

3.1.26 ACCEPTANCE AND DELIVERABLES

The Goods shall be deemed to be accepted by HPC conditional upon the issuance of Acceptance Letter to the successful Bidder, provided that:

i. HPC shall have a maximum seven (7) days following of the Date of Delivery to inspect and examine the delivered Goods at the place of delivery; and

ii. If all the Goods delivered has met the specifications and requirements are set out as stated in the TOR Document and contract thereto, HPC shall issue the Acceptance Letter within seven (7) days thereafter.

- Intentionally Omitted -

3.1.27 VARIATIONS

Without prejudice to the rights and entitlements of HPC under PO this TOR and the Bidding Proposal, HPC, at any time, is entitled to instruct the bidder to make any variation of the process, quality or quantity of the Goods or Services or any part thereof and the bidder shall do any of the following:

(a) increase or decrease the quantity of the Goods or Services or any part thereof (but not be deemed the Variation (as defined below) if such increase or decrease are conducted in compliance with the terms and conditions (other than as a result of this Clause) under PO, this TOR and the Bidding Proposal,);

(b) omit any part of the Goods or Services or any part thereof (but not be deemed the Variation (as defined below) if the omitted work is to be carried out by HPC or by HPC's contractor/supplier as permitted under PO, this TOR and the Bidding Proposal); or

(c) execute additional work of any kind necessary for the completion of the Goods to be supplied or Services (but not be deemed the Variation (as defined below) if it is permitted under PO, this TOR and the Bidding Proposal)

(each considered a "**Variation**"),

Notwithstanding anything else in PO or this TOR to the contrary, no change, modification, addition or the Bidder's conditions or methods of working made necessary due to any default or breach of the Bidder in the performance of its obligation under PO or this TOR shall be deemed to be a Variation and any such matter shall not result in any costs to HPC or extension of time.

the Bidder shall provide in writing within reasonable time of receipt of instruction by the Employer under the Clause to the Employer a amount to cover the cost of such Variation in its entirety. The Employer, as its own reasonable decision, consider and/or accept such offer, any and all documentation that may be requested by Employer as evidence of the calculated value.

3.1.28 TOR DOCUMENTS DISCREPANCIES

In any event of any discrepancies, the documents to prevail shall be given precedence in the following order: (i) the Part I (General Terms) of this TOR, (ii) the Part II (Technical Specifications) of this TOR, (iii) Bid Proposal Forms of this TOR, (iv) the Schedules to this TOR and (v) the Bid Proposal of the Bidders.

Within 60 days after contract/PO execution, the successful bidder found that any obsoleted items or improper use specification provided herein by HPC, the successful bidder proves/submits to HPC a written proposal including the change of cost, time…etc for HPC approval. For avoidance of doubt, the late submission proposal by the successful bidder, under this paragraph, shall be solely discretion approve or reject any such proposal.

- Intentionally Omitted -

3.2 PART II – WORK OBLIGATIONS AND TECHNICAL SPECIFICATIONS

3.2.1 BIDDER'S PARTICULAR WORK OBLIGATIONS

The successful Bidder shall have the following particular work obligations upon Contract Signing and receiving the Purchase Order from HPC:

I. The Bidder shall submit the completed technical documents, project reference and other documents as specified in Annex IV (Document Submission Form) to HPC for review and approval during bidding clarification.

II. The successful Bidder shall submit the required technical documents and other documents as specified in Annex IV (Document Submission Form) to HPC for correction within thirteen (30) days after the issuance date of the Purchase Order.

III. The successful Bidder shall submit the procurement order plan and the master plan schedule to HPC for review and approval within fifteen (15) days after the issuance date of the Purchase Order.

IV. Before starting the manufacturing process, all required documents—such as design drawings, technical data sheets, design calculations, and other relevant materials listed in Annex IV (Documents Submission Form) of this TOR—must be submitted to HPC for review and approval. Document submission and approval shall be tracked and recorded by HPC. HPC shall consider the disapproval/approval within 10 days after submission.

V. The successful Bidder shall submit the relevant factory test report, As-built drawing and other documents as specified in Annex IV (Document Submission Form) to HPC. HPC reserves the right to withhold payment until such document have been completely submitted. The successful Bidder shall also be responsible for the required inspections and tests as specified in Annex II (Technical Bid Form) of this TOR after the manufacturing of Goods prior to delivery to Hongsa Site.

VI. The supply of Goods includes all materials needed to manufacture the items listed in Annex I (Price Bid Form) of this TOR. It also covers all related components and services required to complete the work.

VII. The list and quantity of Annex I - Price Bid are estimated based on the design specified by the Employer. If the Contractor deems it necessary to include

additional equipment, they may propose it under the section "Additional Work and Supply of Goods." (If no additional proposal is submitted, the Contractor will be solely responsible for any additional equipment required.)

VIII. Delivery of Goods to Hongsa Site, Lao PDR shall cover the transportation, forwarding, customs duties, and clearance expenses under DDP Incoterms® 2020 or as specified in Annex I (Price Bid Form) and Annex III (Commercial Bid Form) of this TOR.

IX. Notwithstanding to the contrary, if HPC requires the documents listed in Annex IV (Document Submission Form) to be submitted by the successful Bidder prior to making payment for such an invoice, submission of such documents shall be part of the condition's precedent to HPC making the corresponding payment for such an invoice.

X. Subcontractors must receive exclusive approval from the employer.

XI. The Contractor shall be responsible at its cost and expense for the provision of all requisite labor whether in the form of its own employees or employees of its sub-contractors approved by the Employer required to carry out and complete the Work in accordance with the Employer's requirements and within the Taking Over Date. The Contractor shall ensure that all labor is suitably skilled, qualified, experienced, reliable and honest. The Contractor shall be solely and exclusively liable and responsible for any and all such employer's liabilities and obligations in relation to such labor.

XII. The Contractor shall be responsible for ensuring compliance with any laws and regulations in relation to health, safety and environment including the Employer's rules and regulation related thereto. The Contractor shall ensure that working conditions and the working environment at the Site complies with all such rules and regulations.

- Intentionally Omitted -

3.2.2 HPC'S PARTICULAR WORK OBLIGATIONS

Reviewing and approval of technical documents and other requested documents required by HPC from the successful Bidder as specified in Annex IV (Document Submission Form) of this TOR.

i. HPC shall provide the required auxiliary equipment and tools to support the unloading of Goods from the delivery vehicle to the Place of Delivery at Hongsa Site.

3.2.3 REFERENCE TECHNICAL DOCUMENTATION

The reference Technical Documentation of the TOR Documents are provided by HPC in electronic files format to the Bidders and can be downloaded from the OneDrive Shared Link specified below.

- 02_Technical Specifications

4. BID PROPOSAL FORMS

The Excel files of Bid Proposal Forms of the TOR Documents are provided by HPC in electronic files format to the Bidders can be downloaded from the OneDrive Shared Link specified below.

- 03 Bid Proposal Forms

5. SCHEDULES TO TOR DOCUMENTS

5.1 SCHEDULE I: GENERAL CONDITIONS OF CONTRACT FOR PROCUREMENT OF GOODS

Clause 1: Definitions

"**Acceptance Letter**" means a written letter of HPC signed by its consent person or approval person as an evidence that the Goods have been delivered, duly received, and met the specifications in all respect as set forth in the Contract.

"**Applicable Incoterms**" unless otherwise stated in the PO, means the Incoterms® 2020 which shall be applied to this procurement of the Goods as stated in 'Delivery Term' field of the PO.

"**Contract**" means the contract of the Parties relating to this procurement of the Goods consisting this present General Conditions of Contract for Procurement of the Goods, PO, Quotation, TOR (if any), amendment (if any), and all attachments incorporated by referenced, which shall form an integral part of the Contract.

In any event of any discrepancy, the documents shall prevail in the following order: (i) the PO; (ii) the General Condition of Contract for Procurement of Goods and its Appendix, if any; (iii) Attachment 1 (Conditions of the Performance Security), if any; (iv) other attachment of this Contract agreed by the Parties; (v) the TOR; and (vi) the Quotation.

"**Delivery Address**" means the location(s) or place(s) where the Goods must be delivered to, according to Applicable Incoterms, and as specified in the 'Delivery Address' field of the PO.

"**Delivery Date**" means the latest possible date on which the Goods or each partial Goods shall be delivered by the Vendor to the Delivery Address as specified in the 'Delivery Date' field of the PO.

"**Force Majeure**" means any event or occurrence which is outside the reasonable control of the Party concerned and which is not attributable to any act or failure to take preventative action by that Party as might be expected from it in its situation, including fire; flood; violent storm; pestilence; explosion; malicious damage; armed conflict; acts of terrorism; nuclear, biological or chemical warfare; epidemic or pandemic; or any other similar disasters.

"**Goods**" means all of the goods to be supplied to HPC under the Contract;

"**HPC**" means Hongsa Power Company Limited.

"**Incoterms® 2020**" means the International Commercial Terms published by International Chamber of Commerce (ICC) in the year 2020.

"**Parties**" means HPC and the Vendor.

"**Party**" means HPC or the Vendor, as it is applicable.

"**PO**" means Purchase Order, an official document issued by HPC when placing an order with the Vendor to confirm a specific purchase of Goods.

"**Performance Security**" means advance payment bond, performance bond, warranty bond, bank guarantee and any other letter of guaranty or bond provided by the Vendor to HPC according to the conditions specified in Attachment 1.

"**Procurement of Goods**" means the process for purchasing or buying of goods including the purchase and installation of goods, as well as remedying any defects of goods.

"**Quotation**" means formal statement of promise submitted by the Vendor to supply the Goods including related services (if any) describing the specification of the Goods as attached herewith.

"**TOR**" means the documents issued by HPC describing the conditions and requirements of the Goods which HPC requires as attached herewith, no matter that its head title stated as the term of reference or not.

"**Vendor**" means the person or entity named in the 'Vendor' field of the PO.

Clause 2: Scope of these conditions

This General Conditions of Contract for Procurement of Goods shall be only applied to all procurement of the Goods which HPC agrees to make with the

Vendor. Therefore, the Vendor has obligations to procure, supply, test, and deliver the Goods having the specifications and requirements as agreed with HPC under the Contract at the Delivery Address on or before the Delivery Date.

No conflicting, contrary or additional term shall be deemed to be accepted by HPC unless HPC expressly agrees in writing.

Clause 3: Delivery and Shipment

Unless otherwise agreed in writing by the Parties, the risk, right and responsibility of each Party under the Contract shall be in accordance with Applicable Incoterms. Vendor shall deliver the Goods to the Delivery Address no later than the Delivery Date in accordance with the conditions and period hereunder as evidenced by the Acceptance Letter.

Partial delivery or shipment shall not be allowed unless HPC agrees with in writing.

Clause 4: Packing

Unless otherwise instructed by HPC, the Goods must be suitably packed with appropriate protection against damage. The packing must be in accordance with the normal practice of Vendor, provided that Vendor warrants that it shall use its best effort to pack the Goods in a manner that complies with good industry practice. If the damage is caused by the packing of the Good, the Vendor shall indemnify such damage by its own cost and expense.

Clause 5: Title of the Goods and Intellectual Property Rights

The Vendor represents and warrants that it has title in the Goods which shall be delivered free of lien, encumbrance, and any third party's rights, and that the Goods are suitable for HPC's intended purposes under the Contract. The title in the Goods shall be passed to HPC upon the actual delivery at the Delivery Address and the acceptance by HPC in accordance with Clause 8. Intellectual Property Rights mean copyrights, patents, utility models, trademarks, trade names, topography rights, design rights and rights in databases or applications whether or not registerable in any country and all rights and forms of protection of a similar nature or having equivalent or similar effect anywhere in the world. The Vendor hereby assigns to HPC all Intellectual Property Rights in the Goods and all parts or materials incorporated into the Goods, or grants or procures that the relevant third parties grant the Contractor, a non-exclusive, royalty-free, perpetual, and worldwide license to use the Goods. The Contractor agrees to execute all documents and do all other things required: (a) to assign such rights to HPC; or (b) to assist HPC in applying for and being granted such rights.

- **Clause 6: Contract Price and Condition of payment**

1) Subject to the Applicable Incoterms, the contract price stated in PO is inclusive of all costs and expenses that HPC is obligated to pay to the Vendor in consideration of the procurement and supply of the Goods to the Delivery Address. The contract price of the Goods shall be as stated in the PO and shall not be increased except with the express written consent of HPC.
2) Unless stated otherwise in PO, the payment term shall be a single payment payable in full, and shall be conditional upon HPC receiving the undisputed invoice and issuing the Acceptance Letter as follow:
   (a) If an invoice is submitted to HPC during the date of 1 – 15 in any month, the payment of such invoice will be paid on the date of 10 of the following month.
   (b) If an invoice is submitted to HPC during the date of 16 – 31 in any month, the payment of such invoice will be paid on the date of 25 of the following month.
3) Each payment shall be made by transfer to the bank account designated by the Contractor.
4) Each invoice shall include HPC's address, telephone number, and attention to Managing Director of Hongsa Power Company Limited. Each invoice shall be submitted to one or the other following addresses:
   - Hongsa Power Company Limited (Head Office)
     - NNN Building, 4th Floor, Room No. D5, Boulichan Road,
     - Phonsinouan Village, Sisattanark District,
     - Vientiane Capital, Lao PDR; or
   - Hongsa Power Company Limited (Representative Office)
     - 3/37-38 Woravichai Road, Nai-Wieng District,

- Muang Nan, Nan Province 55000 Thailand; or
- Hongsa Power Company Limited (Site Office) Phonchan Office, Phonchan Village, Hongsa District,

  Xayabouly Province, Lao PDR

  Attention to name of the Requestor stated in the PO.
- Telephone number: +66(0) 54 775 869, 775 894.

5) Each Party shall be responsible for any bank, government, and other charges at its own side.

Clause 7: Test

Unless agreed otherwise in writing by the Parties, the conditions of the test of the Goods shall be in accordance with the TOR. The Vendor is obligated to provide, at no additional charge, the test certificate or any other document which warrants the test result of the Goods upon HPC's request.

Where there is no particular certificate or document stated in TOR, the Vendor is obligated, at no additional charges, to provide the standard certificate or document to confirm the specifications, quality and/or test result of the Goods.

Any nominated person by HPC to join any test shall only be a witness, not an inspector. Such person shall have no responsibility to assist or support the Vendor for the tests. The Vendor acknowledges that despite the nomination of HPC's personnel or third party as a witness at the test, the Vendor shall not be released from its obligations and liabilities under the Contract such as defect, transfer of the ownership, any delay, liquidated damages, and warranty obligation, etc.

Any inspection or testing carried out under this clause shall not release the Vendor from any obligations under the Contract.

- **Clause 8: Acceptance of the Goods**

The Goods shall be deemed to be accepted by HPC upon the issuance of the Acceptance Letter. Such letter shall be issued within seven (7) days after the fulfillment of the following conditions:

(a) the Vendor has already fulfilled the condition in Clause 7 (if any);

(b) HPC has finished inspection of the Goods at the Delivery Address; and

(c) such Goods are in compliance with the requirements and specifications set forth in the Contract.

- **Clause 9: Warranty**

Unless stated otherwise in the PO or the Quotation, the Vendor warrants to HPC, that the Goods, whether being manufactured by the Vendor or not, shall be free from defect in materials, design, functionality, and workmanship within twelve (12) months from the date of delivery as stated in the Acceptance Letter. The Vendor has an obligation to provide HPC with the warranty certificate and claims policy of the Goods, or Vendor's document that clearly states the warranty condition and claim policy of the Goods.

Clause 10: Insurance

Subject to the Applicable Incoterms, the Vendor has to provide the insurance for the Goods at its costs and expenses with the reputable and financially sound insurer acceptable to HPC.

Unless otherwise instructed by HPC, the insurance policy to be provided by the Vendor shall be in accordance with the Institute Cargo Clause A (all risk) and shall cover, at a minimum, the contract price plus ten (10) per cent (i.e. 110%) in the currency of this Contract.

- **Clause 11: Set-off**

HPC shall be entitled to set off against any sum payable by HPC to the Contractor:

a) any debt or other money due from the Contractor to HPC; and
b) any claims for money which HPC may have against the Contractor whether for damages (including liquidated damages) or otherwise.

Clause 12: Liquidated Damages

If the Goods are not delivered to the Delivery Address on the Delivery Date as evidenced by the Acceptance Letter, the Vendor agrees to pay to HPC the delay liquidated damages in daily rate of zero point one (0.1) percent of the total price of the

undelivered Goods for each day of delay until the Goods are duly delivered according to the Contract, without prejudice to any rights and remedies of HPC under the Contract or the law. However, the total delay liquidated damages payable by the Vendor under the Contract shall not exceed ten (10) percent of the contract price.

Nonetheless, in case the Vendor fails to deliver the Goods within the agreed Delivery Date, HPC may, at its sole discretion, allow a grace period of fifteen (15) days free of the liquidated damages, provided that the Vendor informs HPC in writing of such failure at least seven (7) days prior to the Delivery Date. After such period, if the Vendor still cannot complete the delivery according to the Contract, the Vendor will be charged with the liquidated damages for such fifteen (15) days instantly.

The Vendor must pay the accrued liquidated damages to HPC as notified in writing by HPC.

Clause 13: Indemnity

The Vendor shall indemnify, defend, and hold harmless HPC, its officers, agents, subcontractors, contractors, directors, employees, successors and assigns from and against any and all liabilities, claims, losses, damages, penalties, costs and expenses of any kind (including without limitation to replacement cost, transport cost, reasonable attorney fees and court costs) suffered by HPC as a result of or in connection with:

(a) any breach of the Contract by the Vendor, its employee, personnel, agent, or subcontractor, including delivery of non-compliant goods;

(b) any actual or alleged infringement of Intellectual Property Rights or violation of other proprietary right or other litigation or threatened litigation of any kind in connection with any of the Goods;

(c) any actual or alleged injury to persons (including death) or property resulting from the contemplated or foreseeable handling or use of the Goods;

(d) any other negligence, willful misconduct, misrepresentation, fraud, violation of law, or other wrongdoing by Vendor, including its employees, personnel, agents, or subcontractors in performing the obligation under the Contract; and

(e) any defects in the Goods.

This Clause shall survive the termination of this Contract.

Clause 14: Termination

HPC may terminate the Contract in any of the following events:

(a) the Vendor is in breach of any obligation under the Contract, and such breach is not remedied within seven (7) days or any other period specified by HPC following the Vendor's receipt of the notice given by HPC;
(b) the Vendor fails to deliver the Goods to the Delivery Address by the Delivery Date when HPC has become entitled to the maximum amount of the delay liquidated damages under Clause 12; or
(c) the Vendor is subject to any receivership, becomes bankrupt or insolvent, or is in liquidation, winding up or reorganization procedures;

The termination of the Contract is without prejudice to the right of HPC to claim in respect of the liabilities of the Vendor under the Contract that accrue up to the termination date.

Clause 15: Force Majeure

Neither Party shall be liable for any failure to perform its obligations under the Contract to the extent that such failure is caused by Force Majeure; provided that such affected Party must inform other Party in writing of the Force Majeure event and its effect on the performance under the Contract within seven (7) days from the date that the affected Party becomes aware or should become aware of such Force Majeure. If the affected Party fails to do so, no any extension of time in connection with such Force Majeure shall be allowed.

If the Force Majeure continues for a period of thirty (30) consecutive days or more, either Party may terminate the Contract upon giving the other Party written notice of termination. The termination shall be without prejudice to the accrued rights of the Parties.

Clause 16: Notice

Where any notice is to be given to the Vendor under the Contract, such notice shall be submitted to the address and to the person stated in the PO, provided

that Vendor hereby confirms that such address is affirmed and such person is authorized as a legal representative of Vendor. The Vendor is obligated to provide HPC with evidence of such legal representative such as recent power of attorney, and/or registered company certificate, upon HPC's request.

Where any notice is to be given to HPC under the Contract, such notice shall be submitted to the address and to the person as stated in 'Managing Director' field in PO.

Notices shall be deemed to have been duly delivered on the day on which it was served by hand, or transmitted by electronic mail, or if delivered by registered postal services, when actually delivered to the relevant address.

Clause 17: Performance Security

Unless otherwise stated in the PO, in the event where the Vendor is obligated to arrange and deliver the Performance Security to secure its obligations under the Contract, such Performance Security shall be in accordance with the conditions specified in Attachment 1.

In the event that the Performance Security is issued with a fixed expiry date and such expiry date may occur prior to the end of the period of cover to be provided in the relevant Performance Security, the Vendor shall ensure that the expiry date under the applicable Performance Security is extended to the end of relevant period or deliver a replacement Performance Security to cover such period.

Such extended or replacement Performance Security shall be duly executed and delivered to HPC no later than thirty (30) days before the relevant expiry date. Any expiry date under the Performance Security or an extension or replacement thereof shall be without prejudice to existing claim made under such Performance Security.

If the Vendor fails to provide an extension or replacement of the Performance Security, HPC shall be entitled to draw down the full amount of available amount outstanding under such Performance Security and to hold the funds drawn down as a security for compliance by Vendor with its obligations and liabilities under this Contract.

HPC shall be entitled to make deduction against the amounts so held in respect of any claims for which it would have been entitled to call against such extended or replacement Performance Security. The remaining balance of such amounts so held shall be returned to the Vendor following the end of the relevant period to be provided in the relevant Performance Security.

All fees, taxes and expenses associated with providing, completing, maintaining, replacing, amending and stamping (if applicable) each Performance Security shall be borne by the Vendor.

Clause 18: Tax and Duties

If applicable, HPC being the importer will have to provide the Vendor with the official documents issued by the government to beneficiate of eventual tax exemption before shipment of the Goods or to settle the import taxes when needed.

Except the exemption of tax privilege granted by the government of Lao PDR to HPC, the Vendor shall be responsible for any costs and expenses related to the supply of the Goods subject to the Applicable Incoterms.

Clause 19: Dispute Resolution

Any dispute, controversy, or claim arising out of or in connection with this Contract, including any question regarding its existence, validity, or termination shall be submitted to the competent court of Thailand

Notwithstanding the existence of any dispute, each Party shall at all times proceed diligently and in good faith with the performance of its obligations under the Contract not subject to the dispute settlement.

Clause 20: Independent Vendor

The Parties acknowledge that the Vendor is an independent supplier in the business of supplying the Goods and is not for any purpose a partner, employee, agent or representative of HPC. The Vendor shall not be entitled to bind HPC or pledge the credit of HPC, nor shall the Vendor be entitled to

collect or to pay money on behalf of HPC unless expressly authorized by HPC to do so.

Clause 21: No waiver

Failure by HPC to enforce at any time or for any period any one or more of the terms or conditions in the Contract shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of the Contract.

Clause 22: Severability

In the event that any provision of the Contract is void, invalid or unenforceable, both Parties agree that such void, invalid or unenforceable provision shall not affect the validity of any other provision of the Contract.

Clause 23: Change in Law

In case of any change-in-law and regulations which any Party perceives to impose material adverse impact on its cost or profit under this Contract (including tax issues other than with respect to corporate income tax), the effected Party shall propose the details of expenses of the amendment or change to the other Party within thirty (30) days along with other details at the request of the other Party. Both Parties shall, in good faith, meet to discuss and resolve such effect of such change-in-law.

Clause 24: Consequential Damages

Neither Party shall be liable to the other Party for any indirect, incidental, consequential nor punitive damages as a result of the performance or non-performance of its obligations imposed pursuant to the Contract.

Clause 25: Assignment and Subcontracting

None of the rights and/or obligations accruing hereunder may be assigned, subcontracted or otherwise divested by the Vendor without HPC's prior written consent. Any such consent shall not relieve the Vendor from any liability or obligation under the Contract and the Vendor shall be responsible for the acts, defaults and negligence of its subcontractors, agents, representatives or workmen as fully as if they were the acts, defaults or negligence of Vendor itself.

Clause 26: Amendment

No amendment, alteration or modification to the Contract will be effective unless it is in writing and signed by both Parties.

Clause 27: Governing Law and Language

The Contract shall be governed by and construed in accordance with laws of Thailand. Any document or notice made under the Contract shall be made in English.

5.2 SCHEDULE II: FORM OF PERFORMANCE SECURITY

FORM OF BANK GUARANTEE

[Bank's Name, and Address of Issuing Branch or Office]

Hongsa Power Company Limited

4th floor, Room No. D5, NNN Building, Phonsinouane Village, Bourichan Road, Sisattanak District, Vientiane Capital, Lao PDR

Date: _____

BANK GUARANTEE No.: _____

We, *[Issuing Bank's name], with principal office at [Address of Issuing Bank]* (the "**Guarantor**") hereby issue the bank guarantee (this "**Bank Guarantee**") for the benefit of Hongsa Power Company Limited (including its successor or assignee, the "**Beneficiary**") under the provisions as follows:

1. The Guarantor acknowledges that [*bidder's name*], a company organized under the laws of [*country*] with the principal office located at [*Address*] (hereinafter the "**bidder**") has entered into [*name of contract*] (on the date [*date*] with reference no. [*number*] (if specified))with Hongsa Power Company Limited (the "**Beneficiary**") for [*work's description*] at Hongsa, Xayaboury Province, Lao PDR, including the conditions of the contract, the annexes thereto and as amended, modified and supplemented from time to time (hereinafter collectively referred to as the "**Agreement**"). Capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Agreement.

2. According to the terms of the Agreement, the Beneficiary shall pay the first installment in the aggregate amount of [*amount in word*] ([*amount in figure*]) to the bidder. The bidder is obligated to provide a bank guarantee at the equivalent amount on or prior to the payment of the first installment as a condition precedent to such payment.

3. At the request of the Beneficiary, as of the issuance date of this Bank Guarantee, the Guarantor hereby irrevocably and unconditionally undertakes to pay as the primary debtor or as the joint and several debtor to the Beneficiary any sum or sums not exceeding in total an amount equal to [*amount in word*] ([*amount in figure*]) at any time on and after the issuance of this Bank Guarantee (the "**Security Amount**") upon receipt by the Guarantor of the Beneficiary's demand in writing in the form of Attachment 1, signed by its authorized signatories with the blanks duly completed and stating that the bidder fails to perform its obligations under the Agreement and the Beneficiary is entitled to draw under this Bank Guarantee, without the need to prove or to show further grounds for the Beneficiary's demand or the sum specified therein and regardless of whether the Beneficiary has claimed any damages from the bidder or not. The Guarantor must make payment of any such demand within three (3) business days of the date of receipt of the demand. The Beneficiary may draw under this Bank Guarantee any number of times, but in any event not exceeding the Security Amount and within the Validity Period (as defined below).

4. Our payment hereunder shall be made to the bank account as to be designated in the Beneficiary's demand, (free and clear of, and without deduction by reason of any or all present or future taxes, levies, imposts, duties, fees or withholdings, whatsoever, imposed or collected with respect thereto). All payments under this Bank Guarantee shall be in Thai Baht.

5. The Guarantor acknowledges and accepts that its liabilities and obligations under this Bank Guarantee shall not be discharged or released by any arrangement between the bidder and the Beneficiary with or without its consent or by any alteration in the obligations undertaken by the bidder or by any forbearance whether as to payment, time, performance or otherwise. The Guarantor shall pay the Beneficiary the amount demanded notwithstanding the existence of any

disputes or differences which may have arisen between the bidder and the Beneficiary or any defenses which the bidder may have or any request or instruction which may be given by the bidder to the Guarantor not to pay the same or any objection made by This Bank Guarantee shall be effective upon the issuance date hereof and shall remain in force and effect until the earlier of (a) the Guarantor receives the Beneficiary's written confirmation to release the Guarantor from liability under this Bank Guarantee, or (b) [*calendar date*] (the "**Validity Period**"); provided that notwithstanding the expiration of the Validity Period, the Guarantor shall comply with any demand received during the Validity Period**.** The Guarantor shall not revoke this Bank Guarantee during the Validity Period. However, in order to be valid, any demand made hereunder must reach the Guarantor on or before the expiry of the Validity Period; the Guarantor shall hold no responsibility or obligation whatsoever for any demand made thereafter.

6. This Bank Guarantee is subject to the URDG758; provided that Article 15 (a) of the URDG758 shall not apply to this Bank Guarantee.

7. For the matters not covered by the URDG758, this Bank Guarantee shall be governed by Thai law. The Guarantor, the Beneficiary and the bidder irrevocably agree that the Courts of Thailand shall have jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with this Bank Guarantee and, for such purposes, irrevocably submit to the jurisdiction of such Court.

8. The Beneficiary may assign upon written notification to the Guarantor, the whole or any part of its rights, benefit and interest in, to and under this Bank Guarantee whether by way of security or otherwise to any person.

This Bank Guarantee is signed by the Guarantor by our authorized representative who has signed in front of a witness.

Signed and delivered

by the said Guarantor

.....

Name: .....

Designation: .....

in the presence of

.....

(Witness)

Name: .....

Designation: .....

the bidder or any other Party

Attachment 1

[Letterhead of the Beneficiary]

Date: _____

[Bank], as Guarantor

[Address of Issuing Branch or Office]

Re: Bank Guarantee No. [•]

Ladies and Gentlemen:

We refer to the Bank Guarantee given by the Guarantor to us dated [*date*] and referenced as Bank Guarantee No. [•] (the "**Bond**"). Capitalized terms used herein and not otherwise defined have the meanings given to them in the Bond.

The undersigned, Hongsa Power Company Limited (the "**Beneficiary**"), hereby certifies that:

1. The bidder fails to perform its obligations under the Agreement and the Beneficiary is entitled to draw under this Bank Guarantee.

2. We hereby demand payment by the Guarantor in an amount of _____ by deposit of such amount within three (3) business days of receipt of this demand to [*bank account detail*].

Very truly yours,

Hongsa Power Company Limited

By: *[signed by authorised person]*

[*Name*]

[*Title*]