



# **TERMS OF REFERENCE (TOR)**

**TOR No.: HPC-TSP-TOR-DWS-26-04-Rev.0**

## **DEWATERING PUMP OVERHAUL SERVICES**

**Provision of Maintenance, Reconditioning, and Overhaul Services for Dewatering Pumps in the Mine Dewatering System (DWS)**

**22<sup>nd</sup> August 2026**

**Hongsa Power Company Limited**

[www.hongsapower.com](http://www.hongsapower.com)

## TABLE OF CONTENTS

|                                                                        |          |
|------------------------------------------------------------------------|----------|
| <b>TABLE OF CONTENTS .....</b>                                         | <b>2</b> |
| <b>INVITATION FOR BID PROPOSAL .....</b>                               | <b>4</b> |
| <b>1. INTRODUCTION .....</b>                                           | <b>5</b> |
| <b>2. ELIGIBLE BIDDERS .....</b>                                       | <b>6</b> |
| <b>3. HPC'S REQUIREMENTS (PART I - GENERAL TERMS) .....</b>            | <b>8</b> |
| 3.1 BIDDING PROCESS AND CONDITIONS OF BID .....                        | 8        |
| 3.2 SCOPE OF WORKS .....                                               | 10       |
| 3.3 TOR DOCUMENTS .....                                                | 16       |
| 3.4 REQUIRED SUBMITTAL DOCUMENTS .....                                 | 17       |
| 3.5 SUBMISSION OF BID PROPOSALS .....                                  | 18       |
| 3.6 DELIVERY AND SHIPMENT .....                                        | 20       |
| 3.7 BID EVALUATION PROCESS AND CONDITIONS .....                        | 21       |
| 3.8 WARRANTY .....                                                     | 25       |
| 3.9 PAYMENT .....                                                      | 26       |
| 3.10 PERFORMANCE SECURITY .....                                        | 28       |
| 3.11 RETENTION MONEY .....                                             | 29       |
| 3.12 GOOD ENGINEERING PRACTICES / NATIONAL OCCUPATIONAL STANDARD ..... | 30       |
| 3.13 ENTER INTO CONTRACT .....                                         | 31       |
| 3.14 CONFIDENTIALITY AND INTELLECTUAL PROPERTY .....                   | 32       |
| 3.15 CONTACT PERSONS .....                                             | 33       |
| 3.16 SITE VISIT .....                                                  | 34       |
| 3.17 KEY PERSONNEL .....                                               | 35       |
| 3.18 BIDDERS's GENERAL OBLIGATIONS .....                               | 36       |
| 3.19 HPC'S GENERAL OBLIGATIONS .....                                   | 36       |
| 3.20 BIDDING SCHEDULE .....                                            | 37       |
| 3.21 TAX AND DUTY PROVISIONS .....                                     | 38       |
| 3.22 ACCEPTANCE AND DELIVERABLES .....                                 | 40       |
| 3.23 VARIATIONS .....                                                  | 41       |
| 3.24 TOR DOCUMENTS DISCREPANCIES .....                                 | 42       |

|                                                                            |           |
|----------------------------------------------------------------------------|-----------|
| <b>4. PART II – WORK OBLIGATIONS AND TECHNICAL SPECIFICATIONS .....</b>    | <b>43</b> |
| 4.1 BIDDER’S PARTICULAR WORK OBLIGATIONS .....                             | 43        |
| 4.2 HPC’S PARTICULAR WORK OBLIGATIONS .....                                | 44        |
| 4.3 REFERENCE TECHNICAL DOCUMENTATION.....                                 | 45        |
| 4.4 BID PROPOSAL FORMS .....                                               | 46        |
| <b>5. SCHEDULES TO TOR DOCUMENTS .....</b>                                 | <b>47</b> |
| 5.1 SCHEDULE I: GENERAL CONDITIONS OF CONTRACT FOR PROCUREMENT OF GOODS .. | 47        |
| 5.2 SCHEDULE II: FORM OF PERFORMANCE SECURITY .....                        | 53        |

**INVITATION FOR BID PROPOSAL****Provision of Maintenance, Reconditioning, and Overhaul Services for Dewatering Pumps in the Mine Dewatering System (DWS)**

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 a bid for the **Provision of Maintenance, Reconditioning, and Overhaul Services in the Dewatering Pumps in the Mine Dewatering System (DWS)** (the “**Work**”) of Hongsa Mine Mouth Power Plant, located in Hongsa District, Xayabouly Province of the North-West of Lao PDR (the “**Hongsa Site**”).

The Bid Proposal shall be submitted in duplicated manner of the attached forms in the TOR Documents only (please press CTRL key and then click this link: [TOR No.: HPC-TSP-TOR-DWS-26-04-Rev0 DWS Pumps Overhaul Service](#)) and send through courier service or postal service to HPC’s office addresses in accordance with the instructions specified in Sub-Clause 3.4 (Required Submittal Documents) and Sub-Clause 3.5 (Submission of Bid Proposal) of this Terms of Reference (the “**TOR**”), not later than 05:00 PM Laos Standard Time (LST) on the closing date of **11<sup>th</sup> September 2026**, provided that late submission of the Bid Proposal may not be considered under any circumstances.

Currently, HPC has operated its power plant stations for almost 10 years foregoing the commercial operation since 2015. Your company can access and view HPC’s certain commitment and information at official company our website ([www.hongsapower.com](http://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. Vachirasak Suwanchartree

Chairman of Procurement Committee Level 1 (PC 1)

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 (the “**Hongsa Site**”), 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 (the “**HPC**” or “**Employer**”) requires the provision of maintenance, reconditioning, and overhaul services for dewatering pumps in the Mine Dewatering System (DWS) (the “**Work**”).

The objective of the Work is to maintain and restore the condition and performance of the dewatering pumps through appropriate inspection, maintenance, repair, reconditioning, and overhaul activities. The Work is intended to improve equipment reliability and operational readiness, extend the service life of the equipment, and ensure the continued reliable operation of the Mine Dewatering System.

HPC issues this TOR to invite qualified companies (hereinafter referred to as the “**Bidder**” or “**Bidders**”) having the capability to perform the Work described herein. The Bidder shall submit its technical and commercial bid in accordance with the instructions and formats specified in Clause 3 (Part I – General Terms) of this TOR.

HPC aims to select a qualified Bidder capable of performing the Contract in accordance with the specified requirements. The successful Bidder shall perform the Work, including all required supporting documents, in accordance with Annex II (Technical Bid Form) of this TOR, using appropriate engineering practices, qualified personnel, and suitable tools and equipment to meet HPC’s technical, quality, safety, and operational requirements.

## 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 issued by HPC;
- ii. Have at least of experience providing maintenance, reconditioning, and overhaul services for dewatering pumps or similar industrial pumps of the Work specified herein;
- iii. Have a registered capital of not less than **three million (3,000,000.00) THB** (Thai Baht) or equivalent Acceptable Currency, or have prior experiences working with HPC or any contractor under Hongsa Project in relevant scope of works with a contract value of not less than **one million (1,000,000.00) THB** (Thai Baht) or equivalent Acceptable Currency; and
- iv. Manufacturers and Bidders shall have an **export license and import license** respectively for the required the Work.
- v. Hold a valid **ISO 9001 (Quality Management System)** certification and provide supporting evidence thereof; and
- vi. **Own and operate workshop facilities** capable of dismantling, inspecting, maintaining, repairing, reconditioning, overhauling, and reassembling dewatering pumps. The Bidder shall demonstrate adequate capacity and capability, including suitable facilities, equipment, tools, and qualified personnel, to perform services for dewatering pumps of comparable type, size, and capacity to those specified in the scope of the Work.

Other than the required qualifications specified above, the Bidders shall satisfy the following qualifications required by HPC:

- vii. Be a **juristic person, duly and legally incorporated**;
- viii. Have the **business objective in carrying on the scope of Works** related to the TOR's objective (supply and/or services);
- ix. Have the **legal authority to execute the Bid Proposal** according to this TOR;
- x. **Not be a bankrupt or liquidated company**;
- xi. Have adequate finances to perform the scope of Work as described in this TOR;
- xii. Have never breached any contract/agreement or any work to HPC, HPC's counterparties or HPC's other suppliers or contractors;

- xiii. **Have not shared any collusive information** with other Bidders and committed any action in obstruction of the fair competition;
- xiv. Not have a business, financial, personal, or other interests to HPC's activities, the project or others that related thereto; and
- xv. **Have not been included in HPC's blacklisted companies.**

Lastly, any Bidder that submits fraudulent, falsified, or misrepresented documents or information to HPC shall be disqualified.

*- Intentionally omitted -*

### **3. HPC'S REQUIREMENTS (PART I - GENERAL TERMS)**

#### **3.1 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 through HPC. The Bidders shall prepare their technical and commercial proposals based on the information, guidelines, tables, and forms provided 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 3.20 (Bidding Schedule).

HPC reserves the right to accept or reject all or any parts of the Bid Proposal without assigning any reason whatsoever. Moreover, HPC shall be entitled to verify any statements, information, and documents submitted by the Bidders in response to the requirements of this TOR. Any such verification, or failure by HPC to conduct such verification, shall not relieve the Bidders of their obligations or liabilities nor affect any rights of HPC.

##### **Addenda**

No amendment to the TOR Documents 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, at 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 addenda 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).
- Unless otherwise specified by HPC, all Bid Proposal including the supporting information and/or documents shall 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 **25<sup>th</sup> August 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 is received within **28<sup>th</sup> August 2026**. Inquiries for bidding or technical nature may be directed, in the first instance by e-mail to:

Project Owner: Mr. Sawatsakorn Tiengtrakulthong  
Section Manager - Mine Equipment Planning

E-mail: sawatsakorn\_t@hongsapower.com

Mobile No.: +856 (0) 20 5244 1968 (Lao P.D.R.)

### **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 colour**, 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 fulfil its business profit and comply with its budget utilization plan.

*- Intentionally omitted -*

### 3.2 SCOPE OF WORKS

The successful Bidder shall be responsible for performing the Work described herein, including all required supporting documents, in accordance with the technical specifications, standards, and requirements of this TOR.

The Work shall be performed using good engineering practices, qualified personnel, suitable workshop facilities, tools and equipment, and applicable industry standards to ensure that the completed Work meets HPC's technical, quality, safety, and operational requirements.

- i. The Work
  - a) **Supply the required spare parts and materials** as specified in Sub-Clause iv (Guidelines for Execution of Works), Annex I (Price Bid Form), and Annex II (Technical Bid Form) of this TOR.
  - b) **Provide all necessary workshop facilities, tools, equipment, materials, and consumables** required for the proper execution and completion of the Work.
  - c) **Perform all required inspections and tests** in accordance with Annex II (Technical Bid Form), applicable OEM requirements, and relevant technical standards prior to completion and delivery of the Equipment to HPC.
  - d) **Provide transportation and delivery services**, where applicable, in accordance with the transportation responsibilities, applicable Incoterms® 2020 rules, and Delivery Address specified in this TOR and Annex III (Commercial Bid Form).
  - e) **Submit all required documentation** in accordance with this TOR and Annex IV (Documents Submission Form), including, but not limited to:
    - Master Plan, including Inspection and Test Plan (ITP);

- Method Statement for inspection, dismantling, reconditioning, overhaul, reassembly, and testing;
- Inspection Report and condition assessment;
- Weekly Progress Reports;
- Incoming and Final Test Reports;
- Spare parts and material certificates, where applicable;
- Final Inspection and Work Completion Report; and
- Warranty and claim documentation.

ii. General Requirements

The successful Bidder shall perform the Work in accordance with the requirements of this TOR, Annex II (Technical Bid Form), applicable OEM recommendations, approved drawings and technical data, and relevant industry standards. All replacement parts, materials, and components used for the Work shall be new and suitable for the intended service unless otherwise approved by HPC. Replacement parts shall comply with the original equipment manufacturer's specifications or HPC approved equivalent requirements.

All dimensions, tolerances, clearances, material specifications, inspection results, and test results required by this TOR shall be properly recorded and submitted to HPC for review. No deviation from the specified technical requirements, materials, repair methods, or replacement parts shall be permitted without prior written approval from HPC.

iii. Codes and Standards

The Work, including inspection, repair, reconditioning, replacement of components, reassembly, and testing, shall be performed in accordance with the latest applicable editions of the original equipment manufacturer's recommendations and recognized international or national codes and standards, including ISO, API, ANSI, ASME, EN, DIN, and JIS, as applicable.

Where a specific standard or requirement is stated in this TOR, Annex II (Technical Bid Form), OEM documentation, or approved technical documentation, the successful Bidder shall comply with such requirement.

Where no specific standard is stated, the successful Bidder shall apply recognized industry standards and good engineering practices appropriate to the type, size, design, and service conditions of the Equipment.

Any proposed deviation or alternative standard shall be submitted to HPC for review and prior written approval. The successful Bidder shall demonstrate that the proposed alternative provides an equivalent or higher level of quality, safety, reliability, and performance than the specified requirement.

The Bidder shall identify in its Technical Bid Proposal the principal codes and standards proposed for execution of the Work.

iv. Guidelines for Execution of Works

The Work shall be carried out systematically in accordance with the approved Method Statement, Inspection and Test Plan (ITP), OEM recommendations, applicable technical standards, and good engineering practices. The Work shall include, but not be limited to, the following activities:

a) Initial Preparation and Incoming Inspection

- Verify the identification and condition of each dewatering pump upon receipt at the successful Bidder's workshop.
- Record the as-received condition, including equipment identification details and photographs.
- Clean the external surfaces as necessary for inspection.
- Conduct a visual inspection to identify apparent damage, corrosion, leakage, deformation, or excessive wear.
- Perform initial inspection and testing as specified in Annex II, where applicable.

b) Disassembly and Detailed Inspection

- Completely dismantle the pump in accordance with the OEM recommendations and approved Method Statement.
- Clean all dismantled components using appropriate cleaning methods.
- Conduct visual and dimensional inspections of major components, including the shaft, impeller, casing, wear rings, sleeves, bearings, seals, and other relevant components.
- Measure and record applicable dimensions, tolerances, clearances, and pump shaft runout.

- Perform **Liquid Penetrant Testing (PT)** on the pump shaft to detect surface-breaking discontinuities, particularly at critical areas such as fillets, shoulders, keyways, threads, and bearing and seal seating areas, where applicable.
- Perform **Ultrasonic Testing (UT)** on the pump shaft to detect internal discontinuities, where technically applicable based on the shaft material and geometry.
- PT and UT examinations shall be performed by qualified personnel using approved procedures and calibrated equipment in accordance with applicable recognized standards.
- Record all NDT results and identified indications in the NDT Reports. Any relevant or unacceptable indications shall be evaluated against the applicable acceptance criteria and reported to HPC.
- Identify all damaged, excessively worn, corroded, or otherwise unserviceable components.
- Submit the Inspection Report, including inspection results, dimensional measurements, NDT results, condition assessment, and recommended corrective actions, to HPC for review.
- Where additional repair, reconditioning, or replacement is required beyond the original scope, submit a separate quotation and obtain HPC's prior written approval before proceeding with such additional Work.

c) Reconditioning and Overhaul

- Replace worn, damaged, or defective components included in the agreed scope with OEM parts, specified standard parts, or HPC-approved equivalents.
- Ensure that all new replacement parts and materials comply with Annex I, Annex II, OEM specifications, or HPC-approved equivalent requirements.
- Recondition reusable components by appropriate methods such as machining, polishing, surface restoration, welding, or protective coating, subject to technical suitability and HPC approval where required.
- Restore applicable dimensions, fits, tolerances, and clearances to OEM requirements or approved technical criteria.
- Perform balancing of rotating components where required by the applicable specification or condition of the component.

**d) Reassembly and Quality Control**

- Reassemble the pump using new or verified serviceable components in accordance with OEM recommendations and approved procedures.
- Verify applicable fits, tolerances, clearances, shaft runout, and alignment during reassembly.
- Install bearings and seals using appropriate installation methods and tools in accordance with the manufacturer's specifications.
- Tighten all fasteners to the specified torque requirements, where applicable.
- Apply suitable corrosion protection and protective coatings to applicable components and surfaces.
- Record all required inspection and quality-control results during reassembly.

**e) Final Inspection and Testing**

- Conduct final visual and dimensional inspections after completion of the Work.
- Perform applicable functional and performance tests as specified in Annex II, OEM requirements, or the approved ITP.
- Where applicable, testing shall include hydrostatic testing, vibration measurement, leakage inspection, rotational checks, and other specified performance verification.
- Record all test results and applicable acceptance criteria in the Final Test Report.
- Any non-conformance identified during final inspection or testing shall be rectified by the successful Bidder prior to acceptance by HPC.

**f) Packing and Delivery**

- Clean and properly preserve the completed Equipment prior to packing.
- Protect all machined surfaces, openings, flanges, shafts, and other sensitive components against corrosion, contamination, and physical damage.
- Properly pack and secure each completed unit for transportation.
- Clearly tag and label each unit and relevant component for identification.
- Deliver the completed Equipment in accordance with the requirements of Sub-Clause 3.6 (Delivery and Shipment).

## g) Documentation

Upon completion of the Work, the successful Bidder shall submit the required final documentation, including, but not limited to:

- Final Inspection and Work Completion Report;
- Before-and-after condition records and photographs;
- Dimensional, tolerance, clearance, and shaft runout measurement records;
- List of replaced and reconditioned parts;
- PT and UT Reports for the pump shaft, including inspection results, identified indications, applicable acceptance criteria, and evaluation results;
- Other inspection and NDT reports, where applicable;
- Final Test Reports and test certificates;
- Spare parts and material certificates, where applicable;
- Approved repair, deviation, and additional Work records, where applicable; and
- Warranty documentation.

*- Intentionally omitted -*

### 3.3 TOR DOCUMENTS

The TOR Documents issued by HPC to the Bidders shall comprise the documents listed below, including other required documents to be submitted together with the 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 the TOR Documents
  - 6.1) Schedule I: General Conditions of Contract for Procurement of Works; and
  - 6.2) Schedule II: Form of Performance Security.

The TOR Documents are available for download from the OneDrive shared link provided below.

- [TOR No.: HPC-TSP-TOR-DWS-26-04-Rev.0 DWS Pump Overhaul Services](#)

*- Intentionally omitted*

### 3.4 REQUIRED SUBMITTAL DOCUMENTS

The Bidders shall submit the following documents to HPC, including but not limited to, in accordance with the instructions specified in Sub-Clause 3.4 (Submission of Bid Proposal):

**i. Price Proposal Documents (Envelope 1)**

- a) Printed copy of the Quotation on the Bidder's official company letterhead;
- b) Printed copy of the duly completed Annex I (Price Bid Form); and
- c) USB Flash Drive containing the PDF file of the Quotation and Excel File of the duly completed Annex I (Price Bid Form).

**ii. Technical Proposal Documents (Envelope 2)**

- a) Printed copies of the duly completed Annex II (Technical Bid Form) and Annex IV (Documents Submission Form);
- b) Printed copies of **technical documents, method statements, workshop information, technical data**, and other supporting documents specified in Annex IV (Documents Submission Form); and
- c) USB Flash Drive containing Excel files of the duly completed Annex II (Technical Bid Form) and Annex IV (Documents Submission Form), together with PDF files of the required technical and supporting documents.
- d) USB Flash Drive containing the Excel File of the completely filled-up Annex II (Technical Bid Form) and Annex IV (Documents Submission Form), PDF files of preliminary drawings and technical data sheets, and PDF files of other supporting technical documents.

**iii. Commercial Proposal and Corporate Documents (Envelope 3)**

- a) Printed copy of the completely filled-up Annex III (Commercial Bid Form);
- b) Printed copies of the Corporate Documents specified in Annex IV (Documents Submission Form); and
- c) USB Flash Drive containing the Excel Files of the completely filled-up Annex III (Commercial Bid Form) and the PDF Files of copies of Corporate Documents.

The above documents shall be signed by the Bidder's authorized representative and affixed with the Bidder's company seal, where applicable.

HPC provides to the Bidders one (1) complete set of TOR Documents in 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.

*- Intentionally Omitted -*

### 3.5 SUBMISSION OF BID PROPOSALS

- i. The Bid Proposal shall be submitted in three (3) separate sealed envelopes:
  - a) **Envelope 1 (Price Proposal):** This sealed envelope shall contain the Quotation and other Price Proposal Documents;
  - b) **Envelope 2 (Technical Proposal):** This sealed envelope shall contain Technical Proposal Documents; and
  - c) **Envelope 3 (Commercial Proposal and Corporate Documents):** This sealed envelope the Commercial Proposal Documents and Corporate Documents.
- ii. Prior to submission of the Bid Proposal, the Bidders shall thoroughly review and study the entire Bid Documents as well as the attachments and deeply comprehend 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 DWS Pump Overhaul Services”**

**Bid Proposal for TOR No. HPC-TSP-TOR-DWS-26-04-Rev.0\_DWS Pump Overhaul Services**

Envelope 1: Price Proposal

Envelope 2: Technical Proposal

Envelope 3: Commercial Proposal

If the Bidder submits the unsealed Bid Proposal to HPC without HPC's request/consent such proposal may not be considered by HPC.

- 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 05:00 PM local time on the closing date of **11<sup>th</sup> September 2026**.

**Hongsa Power Company Limited**

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

Vientiane Address: NNN Building 4<sup>th</sup> Floor/Room No. D5, Boulichan Road, Phonsinouan Village, Sisattanak 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 **4<sup>th</sup> September 2026**. If, at the elapsed submission date, the Bid Proposals are submitted to HPC without HPC's request/consent, such bidder may be deemed as the violation of this bidding process.

*- Intentionally Omitted -*

### 3.6 DELIVERY AND SHIPMENT

- i. Unless otherwise specified by HPC, the **Equipment shall be transported and delivered** in accordance with the Date of Delivery specified in the Purchase Order after the Contract is awarded to the successful Bidder, subject to the following conditions:

▪ **Applicable Incoterms Rule**

The responsibility for transportation and delivery of the Equipment shall be determined as specified in Annex III (Commercial Bid Form) of this TOR and shall be as follows:

- If the **successful Bidder is responsible for transportation**, the Equipment shall be collected from HPC Site under EXW – HPC Site, Hongsa, Lao P.D.R. (Incoterms® 2020) and transported to the successful Bidder's workshop. Upon completion of the Work, the Equipment shall be returned to HPC Site under DDP – HPC Site, Hongsa, Lao P.D.R. (Incoterms® 2020).
- If **HPC is responsible for transportation**, HPC shall arrange transportation of the Equipment from HPC Site to the successful Bidder's workshop and its subsequent return to HPC Site. The successful Bidder shall be responsible for loading and unloading the Equipment at its workshop and shall provide all necessary support for such activities.

▪ **Delivery Address**

Upon completion of the Work, the successful Bidder shall deliver the Equipment to the HPC Mine Inventory Warehouse or other designated area at HPC Site, Hongsa District, Xayabouly Province, Lao P.D.R., as specified in Annex III (Commercial Bid Form) or otherwise instructed by HPC.

▪ **Date of Delivery**

The successful Bidder shall deliver the Work to the Delivery Address within the agreed timeframe after receiving and unloading the Work at the Successful Bidder's site.

- 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 the Work shall not be allowed.

*- Intentionally Omitted -*

### **3.7 BID EVALUATION PROCESS AND CONDITIONS**

#### **Bid Evaluation Process**

The Bidders shall respond to all requirements in the TOR to the maximum extent 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 expectations of the specifications and requirements inherent in the proposed Bid Proposal.

Any Bidder who submits the documents and information that does not comply 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. The 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, and 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; and
  - 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); and
  - 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 the Work for all relevant costs and expenses proposed by the Bidder as specified in Annex I (Price Bid Form); and
  - 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 the Work 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 fulfil 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.

*- Intentionally Omitted -*

### 3.8 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 of the Goods and/or completed Works shall be passed to HPC with good and clean title thereof after the Goods and/or Works have been delivered to the site and accepted by HPC. At the time of passing title to HPC, the Goods and/or Works 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 completed 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 completed Works.
- iv. as a prerequisite prior to processing of the final payment.
- v. 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.
- vi. 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.
- vii. At any time during the warranty period, HPC has the right to examine, inspect and test the performance of Goods and/or completed Works. The result of such inspection and testing of Goods and/or completed Works shall be satisfied to HPC with the required warranty conditions as stipulated in.

*- Intentionally Omitted -*

### 3.9 PAYMENT

Unless otherwise specified in the Annex I (Price Bid Form) of this TOR, the Price Bid Proposal for the Goods and/or Works shall be quoted on a lump sum price basis. In the event that HPC requested more details, the Bidders shall submit an itemized price break-down on an 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 and/or Works 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<sup>st</sup> to 15<sup>th</sup> in any month, the payment of such invoice will be paid on the date of 10<sup>th</sup> 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 15<sup>th</sup> of such month.

- b) If an invoice is submitted to HPC during the date of 16<sup>th</sup> to 31<sup>st</sup> in any month, the payment of such invoice will be paid on the date of 25<sup>th</sup> 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 comply with the preferred Terms of Payment shall be primarily considered by HPC. HPC does not prefer to accept Letter of Credit as Term of Payment.
- 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 -*

### 3.10 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 5.2 (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**

Not Applicable.

*- Intentionally Omitted -*

### 3.11 RETENTION MONEY

Not Applicable.

*- Intentionally Omitted -*

**3.12 GOOD ENGINEERING PRACTICES / NATIONAL OCCUPATIONAL STANDARD**

Not Applicable.

*- Intentionally Omitted -*

### 3.13 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 3.20 (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 3.10 (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 -*

### 3.14 CONFIDENTIALLY AND INTELLECTUAL PROPERTY

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

**3.15 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 (0) 20 5244 1809 (Lao P.D.R.)

**Technical Part**

Contact Persons: Mr. Wuttipong Sritep  
(Senior Officer - Ancillary Maintenance Engineer)  
E-mail: wuttipong\_s@hongsapower.com  
Contact No.: +856 20 5244 1969 (Lao P.D.R.)

Contact Persons: Mr. Vilaphon Kittilath  
(Officer - Auxiliary Maintenance)  
E-mail: vilaphon\_k@hongsapower.com  
Contact No.: +856 20 5244 1969 (Lao P.D.R.)

Contact Persons: Ms. Sengaloun Sisavath  
(Officer - Mine Equipment Planning Mechanical)  
E-mail: sengaloun\_s@hongsapower.com  
Contact No.: +856 20 9506 4649 (Lao P.D.R.)

*- Intentionally Omitted -*

### 3.16 SITE VISIT

The Bidders are welcome to visit Hongsa Site to check and inspect the surroundings of the project site. Any cost relevant to visiting Hongsa Site shall be borne by the respective Bidders. In case that the Bidders requests HPC to visit Hongsa Site for this purpose, the Bidders shall provide and submit the names of its representatives to the contact persons specified in Sub-Clause 3.15 (Contact Persons) herein. The site visit schedule shall take place on the agreed dates by both parties, and the Bidders shall be accompanied by HPC's personnel during the site visit.

The Bidders shall obtain for itself all the necessary information that it needs during the site visit in relation to the commercial and technical requirements specified in this TOR. The information required for this bidding shall be provided and/or presented by HPC's personnel should the Bidders request except for some information may not be available for copying or removal due to confidential matters. The relevant meeting room shall be set up at Hongsa Site to coincide with the site visit so that Bidders will be able to view the information on a monitor or projector screen.

The Bidders including its representatives and/or agents may enter into Hongsa Site for the purpose of inspection on the condition that the Bidders including its representative and/or agents agrees to release and/or indemnify HPC from and/or against all liability occurred to and/or caused by the Bidder including representatives and/or agents, provided that the liability of which include but not limited to personnel injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses of whatever kind and whether occurred during or in consequence of the permit to enter hereby granted.

Due to COVID-19 global outbreaks, non-attendance at the Site Visit shall not cause disqualification of Bidders.

*- Intentionally Omitted -*

**3.17 KEY PERSONNEL**

Not Applicable.

*- Intentionally Omitted -*

**3.18 BIDDERS's GENERAL OBLIGATIONS**

- i. The responsibility for forwarding, customs duties, taxes, and custom clearance expenses related to the transportation and delivery of Goods and/or Works shall be determined based on the agreed Incoterms as specified in Sub-Clause 3.6 and Annex III (Commercial Bid Form) of this TOR.

*- Intentionally Omitted -*

**3.19 HPC'S GENERAL OBLIGATIONS**

- i. The responsibility unloading of the Goods and/or Works upon arrival of the delivery vehicle in the Delivery Address specified in Sub-Clause 3.6 of this TOR shall be determined based on the agreed Incoterms, as specified in Annex III (Commercial Bid Form).
- ii. HPC shall provide the required manpower, mobile crane, hand tools, machine tools, special tools, and other accessories to support the unloading of Goods and/or Works from the delivery vehicle to the Delivery Address at Hongsa Site as specified in Sub-Clause 3.6 of this TOR.

*- Intentionally Omitted -*

**3.20 BIDDING SCHEDULE**

HPC shall endeavour to adhere to the following schedule:

| No. | Event Description                            | Tentative Completion Date       |
|-----|----------------------------------------------|---------------------------------|
| 1   | TOR Documents Issuance to Bidders            | 22 <sup>nd</sup> August 2026    |
| 2   | Q&A Closing Date                             | 25 <sup>th</sup> August 2026    |
| 3   | Issuance of Addenda/Amendments               | 28 <sup>th</sup> August 2026    |
| 4   | Bid Proposal Submission Deadline             | 11 <sup>th</sup> September 2026 |
| 5   | Technical Bid Evaluation                     | 17 <sup>th</sup> September 2026 |
| 6   | Bidder Evaluation, Selection and Negotiation | 15 <sup>th</sup> September 2026 |
| 7   | Contract Award                               | 30 <sup>th</sup> September 2026 |
| 8   | Issuance of Contract and Purchase Order (PO) | 10 <sup>th</sup> October 2026   |

Remarks:

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

*- Intentionally Omitted -*

### 3.21 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           | <p>The following items will attract a 0% VAT rate for all non-Lao domiciled, the successful Bidder and Subcontractors:</p> <ul style="list-style-type: none"> <li>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</li> <li>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.</li> </ul> <p>Please note that the 0% VAT rate does not apply to goods and services procure from suppliers in Lao PDR.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 4   | Imported Duties and Taxes | <p><u>Goods, Equipment, Machinery, Materials and Services</u></p> <p>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.</p> <p><u>Steel Rebar and Cement</u></p> <p>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.</p> <p><u>Fuel</u></p> <p>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.</p> <p><u>Spare Parts</u></p> <p>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.</p> |

| No. | Lao Taxes | Privileges Granted                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-----|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     |           | <p><u>Trucks and Construction Vehicles</u></p> <p>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.</p> <p><u>Passenger Vehicles</u></p> <p>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%).</p> <p>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.</p> <p>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.</p> |

- Intentionally Omitted -

### 3.22 ACCEPTANCE AND DELIVERABLES

The Goods and/or Work to be provided by the successful Bidder 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 of **seven (7) days** following of the Date of Delivery to inspect and examine the delivered Goods and/or Works at the Delivery Address; and
- ii. If all the Goods and/or Work 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.
- iii. If any defect, deficiency, or non-conformance is identified during the inspection and examination, HPC shall notify the successful Bidder. The successful Bidder shall rectify such defect, deficiency, or non-conformance at its own cost, and the Acceptance Letter shall be issued only after the corrective action has been completed and accepted by HPC.

*- Intentionally Omitted -*

### 3.23 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:

- i. 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);
- ii. 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
- iii. 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 HPC under the Clause to the Employer a amount to cover the cost of such Variation in its entirety. HPC, 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.

*- Intentionally Omitted -*

### 3.24 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.

*- Intentionally Omitted -*

#### **4. PART II – WORK OBLIGATIONS AND TECHNICAL SPECIFICATIONS**

##### **4.1 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 successful Bidder shall submit the required technical documents and other documents as specified in Annex IV (Document Submission Form) to HPC for review and approval within fourteen (14) days after the issuance date of the Purchase Order.
- ii. The successful
- iii. The successful
- iv. Notwithstanding to the contrary, if the required documents specified in Annex IV (Document Submission Form) are required by HPC 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.

*- Intentionally Omitted -*

**4.2 HPC'S PARTICULAR WORK OBLIGATIONS**

- i. 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.

### 4.3 REFERENCE TECHNICAL DOCUMENTATION

The reference Technical Documentation of the TOR Documents are provided by HPC in electronic files format. The TOR Documents are available for download from the OneDrive shared link provided below

- [Technical Data Sheets and Specifications \(TOR No.: HPC-TSP-TOR-DWS-26-04-Rev.0\\_DWS Pump Overhaul Services\)](#)

#### 4.4 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.

- [Bid Proposal Forms \(TOR No.: HPC-TSP-TOR-DWS-26-02-Rev.0\\_DWS Pump Overhaul Services\)](#)

## 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 this 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, Boulchan Road, Phonsinouan Village, Sisattanak District, Vientiane Capital, Lao PDR; or
  - Hongsa Power Company Limited (Representative Office)  
3/37-38 Woravichai Road, Nai-Wiang District, Muang Nan, Nan Province 55000 Thailand; or
  - Hongsa Power Company Limited (Site Office)  
Phonchanh Office, Phonchanh Village, Hongsa District, Xayabouly Province, Lao PDR.

**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 Vendor:

- (a) any debt or other money due from the Vendor to HPC; and
- (b) any claims for money which HPC may have against the Vendor 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.

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**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

[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]

## Technical Services and Performance

### Annex I - Price Bid Form: DWS Pumps Overhaul Services

#### Package: Provision of Maintenance, Reconditioning, and Overhaul Services for Dewatering Pumps in Mine Dewatering System

| Item       | Description                                                           | Quantity | Bidder's Price Proposal |             | Remarks                                                                                                            |
|------------|-----------------------------------------------------------------------|----------|-------------------------|-------------|--------------------------------------------------------------------------------------------------------------------|
|            |                                                                       |          | Unit Price              | Total Price |                                                                                                                    |
|            |                                                                       |          | THB                     | THB         |                                                                                                                    |
| <b>1</b>   | <b>Dewatering Pump 700 m3/hr (Brand: Pentair 3 units)</b>             |          |                         |             |                                                                                                                    |
| <b>1.1</b> | <b>Lower Casing</b>                                                   |          |                         |             |                                                                                                                    |
| 1.1.1      | Wear Ring Seat Repair                                                 | 1 ea     | -                       | -           | Carry out build-up welding to restore material thickness, followed by coating application and Annex II of this TOR |
| 1.1.2      | Tongue Repair                                                         | 1 ea     | -                       | -           | Carry out build-up welding to restore material thickness, followed by coating application and Annex II of this TOR |
| 1.1.3      | Stuffing Box Repair                                                   | 1 ea     | -                       | -           | Refer to Annex II of this TOR                                                                                      |
| 1.1.4      | Lower Casing Surface Machining and Coating                            | 1 ea     | -                       | -           | Refer to Annex II of this TOR                                                                                      |
| 1.1.5      | Replace Ring Pin Slot                                                 | 2 ea     | -                       | -           | Refer to Annex II of this TOR                                                                                      |
| 1.1.6      | Pin Slot Repair                                                       | 2 ea     | -                       | -           | Refer to Annex II of this TOR                                                                                      |
| 1.1.7      | Bottom Water Drain Pipe Repair for the Pump                           | 1 ea     | -                       | -           | Refer to Annex II of this TOR                                                                                      |
|            | <b>Sub-Total of Item no. 1.1</b>                                      |          |                         | -           |                                                                                                                    |
| <b>1.2</b> | <b>Upper Casing</b>                                                   |          |                         |             |                                                                                                                    |
| 1.2.1      | Wear Ring Seat Repair                                                 | 1 ea     | -                       | -           | Carry out build-up welding to restore material thickness, followed by coating application and Annex II of this TOR |
| 1.2.2      | Tongue Repair                                                         | 1 ea     | -                       | -           | Carry out build-up welding to restore material thickness, followed by coating application and Annex II of this TOR |
| 1.2.3      | Stuffing Box Repair                                                   | 1 ea     | -                       | -           | Refer to Annex II of this TOR                                                                                      |
| 1.2.4      | Upper Casing Surface Machining and Coating                            | 1 ea     | -                       | -           | Refer to Annex II of this TOR, Belzona 1321                                                                        |
| 1.2.5      | Air Vent and Cooling Water Pipe Thread Repair                         | 1 ea     | -                       | -           | Refer to Annex II of this TOR                                                                                      |
| 1.2.6      | Pressure Reducer Tube Replacement                                     | 1 ea     | -                       | -           | Refer to Annex II of this TOR                                                                                      |
|            | <b>Sub-Total of Item no. 1.2</b>                                      |          |                         | -           |                                                                                                                    |
| <b>1.3</b> | <b>Impeller</b>                                                       |          |                         |             |                                                                                                                    |
| 1.3.1      | Impeller Eye Repair                                                   | 1 ea     | -                       | -           |                                                                                                                    |
| 1.3.2      | Discharge Blade Surface Repair                                        | 1 ea     | -                       | -           |                                                                                                                    |
| 1.3.3      | Impeller Dynamic Balancing                                            | 1 ea     | -                       | -           |                                                                                                                    |
|            | <b>Sub-Total of Item no. 1.3</b>                                      |          |                         | -           |                                                                                                                    |
| <b>1.4</b> | <b>Shaft</b>                                                          |          |                         |             |                                                                                                                    |
| 1.4.1      | Shaft Drive End (DE) Repair                                           | 1 ea     | -                       | -           | Refer to Annex II of this TOR                                                                                      |
| 1.4.2      | Shaft Non-Drive End (NDE) Repair                                      | 1 ea     | -                       | -           | Refer to Annex II of this TOR                                                                                      |
| 1.4.3      | Shaft Bearing Locking Ring Replacement                                | 1 ea     | -                       | -           | Refer to Annex II of this TOR                                                                                      |
| 1.4.4      | Shaft Key Repair (Coupling & Impeller Positions)                      | 1 ea     | -                       | -           | Refer to Annex II of this TOR                                                                                      |
| 1.4.5      | Shaft Key Slot Repair (Coupling & Impeller Positions)                 | 1 ea     | -                       | -           | Refer to Annex II of this TOR                                                                                      |
| 1.4.6      | New Pump Shaft (if required)                                          | 1 ea     | -                       | -           | Material, dimensions and specifications per OEM requirements                                                       |
|            | <b>Sub-Total of Item no. 1.4</b>                                      |          |                         | -           |                                                                                                                    |
| <b>1.5</b> | <b>Shaft Sleeve</b>                                                   |          |                         |             |                                                                                                                    |
| 1.5.1      | Shaft Sleeve Rebuild - Drive End (DE) Side                            | 1 ea     | -                       | -           | Refer to Annex II of this TOR                                                                                      |
| 1.5.2      | Shaft Sleeve Nut Spacer Rebuild - Drive End (DE) Side (if applicable) | 1 ea     | -                       | -           | Refer to Annex II of this TOR                                                                                      |
| 1.5.3      | Shaft Sleeve Rebuild - Non-Drive End (NDE) Side (if applicable)       | 1 ea     | -                       | -           | Refer to Annex II of this TOR                                                                                      |
| 1.5.4      | Shaft Sleeve Nut Spacer Rebuild - Non-Drive End (NDE) Side            | 1 ea     | -                       | -           | Refer to Annex II of this TOR                                                                                      |
|            | <b>Sub-Total of Item no. 1.5</b>                                      |          |                         | -           |                                                                                                                    |
| <b>1.6</b> | <b>Wear Ring</b>                                                      |          |                         |             |                                                                                                                    |
| 1.6.1      | Wear Ring Rebuild - Drive End (DE) Side                               | 1 ea     | -                       | -           | Refer to Annex II of this TOR                                                                                      |
| 1.6.2      | Wear Ring Pin Rebuild - Drive End (DE) Side                           | 1 ea     | -                       | -           | Refer to Annex II of this TOR                                                                                      |
| 1.6.3      | Wear Ring Rebuild - Non-Drive End (NDE) Side                          | 1 ea     | -                       | -           | Refer to Annex II of this TOR                                                                                      |
| 1.6.4      | Wear Ring Pin Rebuild - Non-Drive End (NDE) Side                      | 1 ea     | -                       | -           | Refer to Annex II of this TOR                                                                                      |
|            | <b>Sub-Total of Item no. 1.6</b>                                      |          |                         | -           |                                                                                                                    |
| <b>1.7</b> | <b>End Ring</b>                                                       |          |                         |             |                                                                                                                    |
| 1.7.1      | End Ring Replacement - Drive End (DE)                                 | 1 ea     | -                       | -           | Refer to Annex II of this TOR                                                                                      |
| 1.7.2      | End Ring Replacement - Non-Drive End (NDE)                            | 1 ea     | -                       | -           | Refer to Annex II of this TOR                                                                                      |

## Technical Services and Performance

### Annex I - Price Bid Form: DWS Pumps Overhaul Services

#### Package: Provision of Maintenance, Reconditioning, and Overhaul Services for Dewatering Pumps in Mine Dewatering System

| Item        | Description                                                                 | Quantity      | Bidder's Price Proposal |             | Remarks                                                                                                            |
|-------------|-----------------------------------------------------------------------------|---------------|-------------------------|-------------|--------------------------------------------------------------------------------------------------------------------|
|             |                                                                             |               | Unit Price              | Total Price |                                                                                                                    |
|             |                                                                             |               | THB                     | THB         |                                                                                                                    |
|             | <b>Sub-Total of Item no. 1.7</b>                                            |               |                         | -           |                                                                                                                    |
| <b>1.8</b>  | <b>Stuffing Box Unit - Both Drive End (DE) and Non-Drive End (NDE) Side</b> |               |                         |             |                                                                                                                    |
| 1.8.1       | Packing Seal Replacement                                                    | 1 ea          | -                       | -           | Refer to Annex II of this TOR                                                                                      |
| 1.8.2       | Stuffing Box Repair                                                         | 1 ea          | -                       | -           | Refer to Annex II of this TOR                                                                                      |
| 1.8.3       | Gland Screw Repair / Replacement                                            | 1 ea          | -                       | -           | Refer to Annex II of this TOR                                                                                      |
|             | <b>Sub-Total of Item no. 1.8</b>                                            |               |                         | -           |                                                                                                                    |
| <b>1.9</b>  | <b>Rolling Support Unit for the Drive End (DE) Side</b>                     |               |                         |             |                                                                                                                    |
| 1.9.1       | Cover Repair                                                                | 1 ea          | -                       | -           | Refer to Annex II of this TOR                                                                                      |
| 1.9.2       | Bearing Housing Repair                                                      | 1 ea          | -                       | -           | Refer to Annex II of this TOR                                                                                      |
| 1.9.3       | Bearing Replacement                                                         | 1 ea          | -                       | -           | FAG, SKF, or other well-known brands, with size and type referring to OME standards (HPC-approved equivalent)      |
| 1.9.4       | O-ring and Locking Ring Replacement                                         | 1 ea          | -                       | -           | Refer to Annex II of this TOR                                                                                      |
|             | <b>Sub-Total of Item no. 1.9</b>                                            |               |                         | -           |                                                                                                                    |
| <b>1.10</b> | <b>Rolling Support Unit for the Non-Drive End (NDE) Side</b>                |               |                         |             |                                                                                                                    |
| 1.10.1      | Cover Repair                                                                | 1 ea          | -                       | -           | Refer to Annex II of this TOR                                                                                      |
| 1.10.2      | Bearing Housing Repair                                                      | 1 ea          | -                       | -           | Refer to Annex II of this TOR                                                                                      |
| 1.10.3      | Bearing Replacement                                                         | 2 ea          | -                       | -           | FAG, SKF, or other well-known brands, with size and type referring to OME standards (HPC-approved equivalent)      |
| 1.10.4      | O-ring and Locking Ring Replacement                                         | 1 ea          | -                       | -           | Refer to Annex II of this TOR                                                                                      |
|             | <b>Sub-Total of Item no. 1.10</b>                                           |               |                         | -           |                                                                                                                    |
| <b>1.11</b> | <b>Installation and Assembly of the Pump Components</b>                     |               |                         |             |                                                                                                                    |
| 1.11.1      | Sealing Materials and Installation                                          | 1 ea          | -                       | -           | Refer to Annex II of this TOR                                                                                      |
| 1.11.2      | Consumable Parts Replacement                                                | 1 ea          | -                       | -           | Refer to Annex II of this TOR                                                                                      |
| 1.11.3      | External Casing Painting                                                    | 1 ea          | -                       | -           | Refer to Annex II of this TOR, Top Coat refer to RAL6010 (Grass green)                                             |
| 1.11.4      | Disassembly and Assembly Work                                               | 1 ea          | -                       | -           | Refer to Annex II of this TOR                                                                                      |
| 1.11.5      | Water Sealing Piping and Valves Replacement                                 | 1 ea          | -                       | -           | Refer to Annex II of this TOR                                                                                      |
| 1.11.6      | Any other related work (if any)                                             | 1 ea          | -                       | -           | Please specify any additional work not listed above, if applicable.                                                |
|             | <b>Sub-Total of Item no. 1.11</b>                                           |               |                         | -           |                                                                                                                    |
| <b>1.12</b> | <b>NDT and Special Testing</b>                                              |               |                         |             |                                                                                                                    |
| 1.11.1      | Pump Shaft Liquid Penetrant Testing (PT)                                    | 1 ea          | -                       | -           | Refer to Annex II of this TOR                                                                                      |
| 1.11.2      | Pump Shaft Ultrasonic Testing (UT)                                          | 1 ea          | -                       | -           | Refer to Annex II of this TOR                                                                                      |
| 1.11.3      | Hydrostatic Test (if applicable)                                            | 1 ea          | -                       | -           | Refer to Annex II of this TOR, Top Coat refer to RAL6010 (Grass green)                                             |
| 1.11.4      | Vibration Test (if applicable)                                              | 1 ea          | -                       | -           | Refer to Annex II of this TOR                                                                                      |
|             | <b>Sub-Total of Item no. 1.12</b>                                           |               |                         | -           |                                                                                                                    |
|             | <b>Total Amount of Item no. 1</b>                                           | <b>3 unit</b> |                         | -           | <b>Initially intended minimum overhaul quantity: 1 unit</b>                                                        |
| <b>2</b>    | <b>Dewatering Pump 1,000 m3/hr (Brand: Torishima 2 units)</b>               |               |                         |             |                                                                                                                    |
| <b>2.1</b>  | <b>Lower Casing</b>                                                         |               |                         |             |                                                                                                                    |
| 2.1.1       | Wear Ring Seat Repair                                                       | 1 ea          | -                       | -           | Carry out build-up welding to restore material thickness, followed by coating application and Annex II of this TOR |
| 2.1.2       | Tongue Repair                                                               | 1 ea          | -                       | -           | Carry out build-up welding to restore material thickness, followed by coating application and Annex II of this TOR |
| 2.1.3       | Stuffing Box Repair                                                         | 1 ea          | -                       | -           | Refer to Annex II of this TOR                                                                                      |
| 2.1.4       | Lower Casing Surface Machining and Coating                                  | 1 ea          | -                       | -           | Refer to Annex II of this TOR                                                                                      |
| 2.1.5       | Replace Ring Pin Slot                                                       | 2 ea          | -                       | -           | Refer to Annex II of this TOR                                                                                      |
| 2.1.6       | Pin Slot Repair                                                             | 2 ea          | -                       | -           | Refer to Annex II of this TOR                                                                                      |
| 2.1.7       | Bottom Water Drain Pipe Repair for the Pump                                 | 1 ea          | -                       | -           | Refer to Annex II of this TOR                                                                                      |
|             | <b>Sub-Total of Item no. 2.1</b>                                            |               |                         | -           |                                                                                                                    |
| <b>2.2</b>  | <b>Upper Casing</b>                                                         |               |                         |             |                                                                                                                    |
| 2.2.1       | Wear Ring Seat Repair                                                       | 1 ea          | -                       | -           | Carry out build-up welding to restore material thickness, followed by coating application and Annex II of this TOR |

## Technical Services and Performance

### Annex I - Price Bid Form: DWS Pumps Overhaul Services

#### Package: Provision of Maintenance, Reconditioning, and Overhaul Services for Dewatering Pumps in Mine Dewatering System

| Item                             | Description                                                                 | Quantity | Bidder's Price Proposal |             | Remarks                                                                                                            |
|----------------------------------|-----------------------------------------------------------------------------|----------|-------------------------|-------------|--------------------------------------------------------------------------------------------------------------------|
|                                  |                                                                             |          | Unit Price              | Total Price |                                                                                                                    |
|                                  |                                                                             |          | THB                     | THB         |                                                                                                                    |
| 2.2.2                            | Tongue Repair                                                               | 1 ea     | -                       | -           | Carry out build-up welding to restore material thickness, followed by coating application and Annex II of this TOR |
| 2.2.3                            | Stuffing Box Repair                                                         | 1 ea     | -                       | -           | Refer to Annex II of this TOR                                                                                      |
| 2.2.4                            | Upper Casing Surface Machining and Coating                                  | 1 ea     | -                       | -           | Refer to Annex II of this TOR, Belzona 1321                                                                        |
| 2.2.5                            | Air Vent and Cooling Water Pipe Thread Repair                               | 1 ea     | -                       | -           | Refer to Annex II of this TOR                                                                                      |
| 2.2.6                            | Pressure Reducer Tube Replacement                                           | 1 ea     | -                       | -           | Refer to Annex II of this TOR                                                                                      |
| <b>Sub-Total of Item no. 2.2</b> |                                                                             |          |                         | -           |                                                                                                                    |
| <b>2.3</b>                       | <b>Impeller</b>                                                             |          |                         |             |                                                                                                                    |
| 2.3.1                            | Impeller Eye Repair                                                         | 1 ea     | -                       | -           |                                                                                                                    |
| 2.3.2                            | Discharge Blade Surface Repair                                              | 1 ea     | -                       | -           |                                                                                                                    |
| 2.3.3                            | Impeller Dynamic Balancing                                                  | 1 ea     | -                       | -           |                                                                                                                    |
| <b>Sub-Total of Item no. 2.3</b> |                                                                             |          |                         | -           |                                                                                                                    |
| <b>2.4</b>                       | <b>Shaft</b>                                                                |          |                         |             |                                                                                                                    |
| 2.4.1                            | Shaft Drive End (DE) Repair                                                 | 1 ea     | -                       | -           | Refer to Annex II of this TOR                                                                                      |
| 2.4.2                            | Shaft Non-Drive End (NDE) Repair                                            | 1 ea     | -                       | -           | Refer to Annex II of this TOR                                                                                      |
| 2.4.3                            | Shaft Bearing Locking Ring Replacement                                      | 1 ea     | -                       | -           | Refer to Annex II of this TOR                                                                                      |
| 2.4.4                            | Shaft Key Repair (Coupling & Impeller Positions)                            | 1 ea     | -                       | -           | Refer to Annex II of this TOR                                                                                      |
| 2.4.5                            | Shaft Key Slot Repair (Coupling & Impeller Positions)                       | 1 ea     | -                       | -           | Refer to Annex II of this TOR                                                                                      |
| 2.4.6                            | New Pump Shaft (if required)                                                | 1 ea     | -                       | -           | Material, dimensions and specifications per OEM requirements                                                       |
| <b>Sub-Total of Item no. 2.4</b> |                                                                             |          |                         | -           |                                                                                                                    |
| <b>2.5</b>                       | <b>Shaft Sleeve</b>                                                         |          |                         |             |                                                                                                                    |
| 2.5.1                            | Shaft Sleeve Rebuild - Drive End (DE) Side                                  | 1 ea     | -                       | -           | Refer to Annex II of this TOR                                                                                      |
| 2.5.2                            | Shaft Sleeve Nut Spacer Rebuild - Drive End (DE) Side (if applicable)       | 1 ea     | -                       | -           | Refer to Annex II of this TOR                                                                                      |
| 2.5.3                            | Shaft Sleeve Rebuild - Non-Drive End (NDE) Side (if applicable)             | 1 ea     | -                       | -           | Refer to Annex II of this TOR                                                                                      |
| 2.5.4                            | Shaft Sleeve Nut Spacer Rebuild - Non-Drive End (NDE) Side                  | 1 ea     | -                       | -           | Refer to Annex II of this TOR                                                                                      |
| <b>Sub-Total of Item no. 2.5</b> |                                                                             |          |                         | -           |                                                                                                                    |
| <b>2.6</b>                       | <b>Wear Ring</b>                                                            |          |                         |             |                                                                                                                    |
| 2.6.1                            | Wear Ring Rebuild - Drive End (DE) Side                                     | 1 ea     | -                       | -           | Refer to Annex II of this TOR                                                                                      |
| 2.6.2                            | Wear Ring Pin Rebuild - Drive End (DE) Side                                 | 1 ea     | -                       | -           | Refer to Annex II of this TOR                                                                                      |
| 2.6.3                            | Wear Ring Rebuild - Non-Drive End (NDE) Side                                | 1 ea     | -                       | -           | Refer to Annex II of this TOR                                                                                      |
| 2.6.4                            | Wear Ring Pin Rebuild - Non-Drive End (NDE) Side                            | 1 ea     | -                       | -           | Refer to Annex II of this TOR                                                                                      |
| <b>Sub-Total of Item no. 2.6</b> |                                                                             |          |                         | -           |                                                                                                                    |
| <b>2.7</b>                       | <b>End Ring</b>                                                             |          |                         |             |                                                                                                                    |
| 2.7.1                            | End Ring Replacement - Drive End (DE)                                       | 1 ea     | -                       | -           | Refer to Annex II of this TOR                                                                                      |
| 2.7.2                            | End Ring Replacement - Non-Drive End (NDE)                                  | 1 ea     | -                       | -           | Refer to Annex II of this TOR                                                                                      |
| <b>Sub-Total of Item no. 2.7</b> |                                                                             |          |                         | -           |                                                                                                                    |
| <b>2.8</b>                       | <b>Stuffing Box Unit - Both Drive End (DE) and Non-Drive End (NDE) Side</b> |          |                         |             |                                                                                                                    |
| 2.8.1                            | Packing Seal Replacement                                                    | 1 ea     | -                       | -           | Refer to Annex II of this TOR                                                                                      |
| 2.8.2                            | Stuffing Box Repair                                                         | 1 ea     | -                       | -           | Refer to Annex II of this TOR                                                                                      |
| 2.8.3                            | Gland Screw Repair / Replacement                                            | 1 ea     | -                       | -           | Refer to Annex II of this TOR                                                                                      |
| <b>Sub-Total of Item no. 2.8</b> |                                                                             |          |                         | -           |                                                                                                                    |
| <b>2.9</b>                       | <b>Rolling Support Unit for the Drive End (DE) Side</b>                     |          |                         |             |                                                                                                                    |
| 2.9.1                            | Cover Repair                                                                | 1 ea     | -                       | -           | Refer to Annex II of this TOR                                                                                      |
| 2.9.2                            | Bearing Housing Repair                                                      | 1 ea     | -                       | -           | Refer to Annex II of this TOR                                                                                      |
| 2.9.3                            | Bearing Replacement                                                         | 1 ea     | -                       | -           | FAG, SKF, or other well-known brands, with size and type referring to OME standards (HPC-approved equivalent)      |
| 2.9.4                            | O-ring and Locking Ring Replacement                                         | 1 ea     | -                       | -           | Refer to Annex II of this TOR                                                                                      |
| <b>Sub-Total of Item no. 2.9</b> |                                                                             |          |                         | -           |                                                                                                                    |

## Technical Services and Performance

### Annex I - Price Bid Form: DWS Pumps Overhaul Services

#### Package: Provision of Maintenance, Reconditioning, and Overhaul Services for Dewatering Pumps in Mine Dewatering System

| Item        | Description                                                                     | Quantity      | Bidder's Price Proposal |             | Remarks                                                                                                            |
|-------------|---------------------------------------------------------------------------------|---------------|-------------------------|-------------|--------------------------------------------------------------------------------------------------------------------|
|             |                                                                                 |               | Unit Price              | Total Price |                                                                                                                    |
|             |                                                                                 |               | THB                     | THB         |                                                                                                                    |
| <b>2.10</b> | <b>Rolling Support Unit for the Non-Drive End (NDE) Side</b>                    |               |                         |             |                                                                                                                    |
| 2.10.1      | Cover Repair                                                                    | 1 ea          | -                       | -           | Refer to Annex II of this TOR                                                                                      |
| 2.10.2      | Bearing Housing Repair                                                          | 1 ea          | -                       | -           | Refer to Annex II of this TOR                                                                                      |
| 2.10.3      | Bearing Replacement                                                             | 2 ea          | -                       | -           | FAG, SKF, or other well-known brands, with size and type referring to OME standards (HPC-approved equivalent)      |
| 2.10.4      | O-ring and Locking Ring Replacement                                             | 1 ea          | -                       | -           | Refer to Annex II of this TOR                                                                                      |
|             | <b>Sub-Total of Item no. 2.10</b>                                               |               |                         | -           |                                                                                                                    |
| <b>2.11</b> | <b>Installation and Assembly of the Pump Components</b>                         |               |                         |             |                                                                                                                    |
| 2.11.1      | Sealing Materials and Installation                                              | 1 ea          | -                       | -           | Refer to Annex II of this TOR                                                                                      |
| 2.11.2      | Consumable Parts Replacement                                                    | 1 ea          | -                       | -           | Refer to Annex II of this TOR                                                                                      |
| 2.11.3      | External Casing Painting                                                        | 1 ea          | -                       | -           | Refer to Annex II of this TOR, Top Coat refer to RAL6010 (Grass green)                                             |
| 2.11.4      | Disassembly and Assembly Work                                                   | 1 ea          | -                       | -           | Refer to Annex II of this TOR                                                                                      |
| 2.11.5      | Water Sealing Piping and Valves Replacement                                     | 1 ea          | -                       | -           | Refer to Annex II of this TOR                                                                                      |
| 2.11.6      | Any other related work (if any)                                                 | 1 ea          | -                       | -           | Please specify any additional work not listed above, if applicable.                                                |
|             | <b>Sub-Total of Item no. 2.11</b>                                               |               |                         | -           |                                                                                                                    |
| <b>2.12</b> | <b>NDT and Special Testing</b>                                                  |               |                         |             |                                                                                                                    |
| 2.12.1      | Pump Shaft Liquid Penetrant Testing (PT)                                        | 1 ea          | -                       | -           | Refer to Annex II of this TOR                                                                                      |
| 2.12.2      | Pump Shaft Ultrasonic Testing (UT)                                              | 1 ea          | -                       | -           | Refer to Annex II of this TOR                                                                                      |
| 2.12.3      | Hydrostatic Test (if applicable)                                                | 1 ea          | -                       | -           | Refer to Annex II of this TOR, Top Coat refer to RAL6010 (Grass green)                                             |
| 2.12.4      | Vibration Test (if applicable)                                                  | 1 ea          | -                       | -           | Refer to Annex II of this TOR                                                                                      |
|             | <b>Sub-Total of Item no. 2.12</b>                                               |               |                         | -           |                                                                                                                    |
|             | <b>Total Amount of Item no. 2</b>                                               | <b>2 unit</b> |                         | -           | <b>Initially intended minimum overhaul quantity: 1 unit</b>                                                        |
| <b>3</b>    | <b>Dewatering Pump 1,400 m3/hr (Brand: Ebara 1 unit and Torishima 11 units)</b> |               |                         |             |                                                                                                                    |
| <b>3.1</b>  | <b>Lower Casing</b>                                                             |               |                         |             |                                                                                                                    |
| 3.1.1       | Wear Ring Seat Repair                                                           | 1 ea          | -                       | -           | Carry out build-up welding to restore material thickness, followed by coating application and Annex II of this TOR |
| 3.1.2       | Tongue Repair                                                                   | 1 ea          | -                       | -           | Carry out build-up welding to restore material thickness, followed by coating application and Annex II of this TOR |
| 3.1.3       | Stuffing Box Repair                                                             | 1 ea          | -                       | -           | Refer to Annex II of this TOR                                                                                      |
| 3.1.4       | Lower Casing Surface Machining and Coating                                      | 1 ea          | -                       | -           | Refer to Annex II of this TOR                                                                                      |
| 3.1.5       | Replace Ring Pin Slot                                                           | 2 ea          | -                       | -           | Refer to Annex II of this TOR                                                                                      |
| 3.1.6       | Pin Slot Repair                                                                 | 2 ea          | -                       | -           | Refer to Annex II of this TOR                                                                                      |
| 3.1.7       | Bottom Water Drain Pipe Repair for the Pump                                     | 1 ea          | -                       | -           | Refer to Annex II of this TOR                                                                                      |
|             | <b>Sub-Total of Item no. 3.1</b>                                                |               |                         | -           |                                                                                                                    |
| <b>3.2</b>  | <b>Upper Casing</b>                                                             |               |                         |             |                                                                                                                    |
| 3.2.1       | Wear Ring Seat Repair                                                           | 1 ea          | -                       | -           | Carry out build-up welding to restore material thickness, followed by coating application and Annex II of this TOR |
| 3.2.2       | Tongue Repair                                                                   | 1 ea          | -                       | -           | Carry out build-up welding to restore material thickness, followed by coating application and Annex II of this TOR |
| 3.2.3       | Stuffing Box Repair                                                             | 1 ea          | -                       | -           | Refer to Annex II of this TOR                                                                                      |
| 3.2.4       | Upper Casing Surface Machining and Coating                                      | 1 ea          | -                       | -           | Refer to Annex II of this TOR, Belzona 1321                                                                        |
| 3.2.5       | Air Vent and Cooling Water Pipe Thread Repair                                   | 1 ea          | -                       | -           | Refer to Annex II of this TOR                                                                                      |
| 3.2.6       | Pressure Reducer Tube Replacement                                               | 1 ea          | -                       | -           | Refer to Annex II of this TOR                                                                                      |
|             | <b>Sub-Total of Item no. 3.2</b>                                                |               |                         | -           |                                                                                                                    |
| <b>3.3</b>  | <b>Impeller</b>                                                                 |               |                         |             |                                                                                                                    |
| 3.3.1       | Impeller Eye Repair                                                             | 1 ea          | -                       | -           |                                                                                                                    |
| 3.3.2       | Discharge Blade Surface Repair                                                  | 1 ea          | -                       | -           |                                                                                                                    |
| 3.3.3       | Impeller Dynamic Balancing                                                      | 1 ea          | -                       | -           |                                                                                                                    |
| 3.3.4       | Impeller Modification from 150 m TDH to 210 m TDH (if applicable)               | 1 ea          | -                       | -           |                                                                                                                    |
|             | <b>Sub-Total of Item no. 3.3</b>                                                |               |                         | -           |                                                                                                                    |

## Technical Services and Performance

### Annex I - Price Bid Form: DWS Pumps Overhaul Services

#### Package: Provision of Maintenance, Reconditioning, and Overhaul Services for Dewatering Pumps in Mine Dewatering System

| Item        | Description                                                                 | Quantity | Bidder's Price Proposal |             | Remarks                                                                                                       |
|-------------|-----------------------------------------------------------------------------|----------|-------------------------|-------------|---------------------------------------------------------------------------------------------------------------|
|             |                                                                             |          | Unit Price              | Total Price |                                                                                                               |
|             |                                                                             |          | THB                     | THB         |                                                                                                               |
| <b>3.4</b>  | <b>Shaft</b>                                                                |          |                         |             |                                                                                                               |
| 3.4.1       | Shaft Drive End (DE) Repair                                                 | 1 ea     | -                       | -           | Refer to Annex II of this TOR                                                                                 |
| 3.4.2       | Shaft Non-Drive End (NDE) Repair                                            | 1 ea     | -                       | -           | Refer to Annex II of this TOR                                                                                 |
| 3.4.3       | Shaft Bearing Locking Ring Replacement                                      | 1 ea     | -                       | -           | Refer to Annex II of this TOR                                                                                 |
| 3.4.4       | Shaft Key Repair (Coupling & Impeller Positions)                            | 1 ea     | -                       | -           | Refer to Annex II of this TOR                                                                                 |
| 3.4.5       | Shaft Key Slot Repair (Coupling & Impeller Positions)                       | 1 ea     | -                       | -           | Refer to Annex II of this TOR                                                                                 |
| 3.4.6       | New Pump Shaft (if required)                                                | 1 ea     | -                       | -           | Material, dimensions and specifications per OEM requirements                                                  |
|             | <b>Sub-Total of Item no. 3.4</b>                                            |          |                         | -           |                                                                                                               |
| <b>3.5</b>  | <b>Shaft Sleeve</b>                                                         |          |                         |             |                                                                                                               |
| 3.5.1       | Shaft Sleeve Rebuild - Drive End (DE) Side                                  | 1 ea     | -                       | -           | Refer to Annex II of this TOR                                                                                 |
| 3.5.2       | Shaft Sleeve Nut Spacer Rebuild - Drive End (DE) Side (if applicable)       | 1 ea     | -                       | -           | Refer to Annex II of this TOR                                                                                 |
| 3.5.3       | Shaft Sleeve Rebuild - Non-Drive End (NDE) Side (if applicable)             | 1 ea     | -                       | -           | Refer to Annex II of this TOR                                                                                 |
| 3.5.4       | Shaft Sleeve Nut Spacer Rebuild - Non-Drive End (NDE) Side                  | 1 ea     | -                       | -           | Refer to Annex II of this TOR                                                                                 |
|             | <b>Sub-Total of Item no. 3.5</b>                                            |          |                         | -           |                                                                                                               |
| <b>3.6</b>  | <b>Wear Ring</b>                                                            |          |                         |             |                                                                                                               |
| 3.6.1       | Wear Ring Rebuild - Drive End (DE) Side                                     | 1 ea     | -                       | -           | Refer to Annex II of this TOR                                                                                 |
| 3.6.2       | Wear Ring Pin Rebuild - Drive End (DE) Side                                 | 1 ea     | -                       | -           | Refer to Annex II of this TOR                                                                                 |
| 3.6.3       | Wear Ring Rebuild - Non-Drive End (NDE) Side                                | 1 ea     | -                       | -           | Refer to Annex II of this TOR                                                                                 |
| 3.6.4       | Wear Ring Pin Rebuild - Non-Drive End (NDE) Side                            | 1 ea     | -                       | -           | Refer to Annex II of this TOR                                                                                 |
|             | <b>Sub-Total of Item no. 3.6</b>                                            |          |                         | -           |                                                                                                               |
| <b>3.7</b>  | <b>End Ring</b>                                                             |          |                         |             |                                                                                                               |
| 3.7.1       | End Ring Replacement - Drive End (DE)                                       | 1 ea     | -                       | -           | Refer to Annex II of this TOR                                                                                 |
| 3.7.2       | End Ring Replacement - Non-Drive End (NDE)                                  | 1 ea     | -                       | -           | Refer to Annex II of this TOR                                                                                 |
|             | <b>Sub-Total of Item no. 3.7</b>                                            |          |                         | -           |                                                                                                               |
| <b>3.8</b>  | <b>Stuffing Box Unit - Both Drive End (DE) and Non-Drive End (NDE) Side</b> |          |                         |             |                                                                                                               |
| 3.8.1       | Packing Seal Replacement                                                    | 1 ea     | -                       | -           | Refer to Annex II of this TOR                                                                                 |
| 3.8.2       | Stuffing Box Repair                                                         | 1 ea     | -                       | -           | Refer to Annex II of this TOR                                                                                 |
| 3.8.3       | Gland Screw Repair / Replacement                                            | 1 ea     | -                       | -           | Refer to Annex II of this TOR                                                                                 |
|             | <b>Sub-Total of Item no. 3.8</b>                                            |          |                         | -           |                                                                                                               |
| <b>3.9</b>  | <b>Rolling Support Unit for the Drive End (DE) Side</b>                     |          |                         |             |                                                                                                               |
| 3.9.1       | Cover Repair                                                                | 1 ea     | -                       | -           | Refer to Annex II of this TOR                                                                                 |
| 3.9.2       | Bearing Housing Repair                                                      | 1 ea     | -                       | -           | Refer to Annex II of this TOR                                                                                 |
| 3.9.3       | Bearing Replacement                                                         | 1 ea     | -                       | -           | FAG, SKF, or other well-known brands, with size and type referring to OME standards (HPC-approved equivalent) |
| 3.9.4       | O-ring and Locking Ring Replacement                                         | 1 ea     | -                       | -           | Refer to Annex II of this TOR                                                                                 |
|             | <b>Sub-Total of Item no. 3.9</b>                                            |          |                         | -           |                                                                                                               |
| <b>3.10</b> | <b>Rolling Support Unit for the Non-Drive End (NDE) Side</b>                |          |                         |             |                                                                                                               |
| 3.10.1      | Cover Repair                                                                | 1 ea     | -                       | -           | Refer to Annex II of this TOR                                                                                 |
| 3.10.2      | Bearing Housing Repair                                                      | 1 ea     | -                       | -           | Refer to Annex II of this TOR                                                                                 |
| 3.10.3      | Bearing Replacement                                                         | 2 ea     | -                       | -           | FAG, SKF, or other well-known brands, with size and type referring to OME standards (HPC-approved equivalent) |
| 3.10.4      | O-ring and Locking Ring Replacement                                         | 1 ea     | -                       | -           | Refer to Annex II of this TOR                                                                                 |
|             | <b>Sub-Total of Item no. 3.10</b>                                           |          |                         | -           |                                                                                                               |
| <b>3.11</b> | <b>Installation and Assembly of the Pump Components</b>                     |          |                         |             |                                                                                                               |
| 3.11.1      | Sealing Materials and Installation                                          | 1 ea     | -                       | -           | Refer to Annex II of this TOR                                                                                 |
| 3.11.2      | Consumable Parts Replacement                                                | 1 ea     | -                       | -           | Refer to Annex II of this TOR                                                                                 |
| 3.11.3      | External Casing Painting                                                    | 1 ea     | -                       | -           | Refer to Annex II of this TOR, Top Coat refer to RAL6010 (Grass green)                                        |
| 3.11.4      | Disassembly and Assembly Work                                               | 1 ea     | -                       | -           | Refer to Annex II of this TOR                                                                                 |

## Technical Services and Performance

### Annex I - Price Bid Form: DWS Pumps Overhaul Services

#### Package: Provision of Maintenance, Reconditioning, and Overhaul Services for Dewatering Pumps in Mine Dewatering System

| Item                              | Description                                 | Quantity       | Bidder's Price Proposal |             | Remarks                                                                |
|-----------------------------------|---------------------------------------------|----------------|-------------------------|-------------|------------------------------------------------------------------------|
|                                   |                                             |                | Unit Price              | Total Price |                                                                        |
|                                   |                                             |                | THB                     | THB         |                                                                        |
| 3.11.5                            | Water Sealing Piping and Valves Replacement | 1 ea           | -                       | -           | Refer to Annex II of this TOR                                          |
| 3.11.6                            | Any other related work (if any)             | 1 ea           | -                       | -           | Please specify any additional work not listed above, if applicable.    |
| <b>Sub-Total of Item no. 3.11</b> |                                             |                |                         | -           |                                                                        |
| <b>3.12</b>                       | <b>NDT and Special Testing</b>              |                |                         |             |                                                                        |
| 3.12.1                            | Pump Shaft Liquid Penetrant Testing (PT)    | 1 ea           | -                       | -           | Refer to Annex II of this TOR                                          |
| 3.12.2                            | Pump Shaft Ultrasonic Testing (UT)          | 1 ea           | -                       | -           | Refer to Annex II of this TOR                                          |
| 3.12.3                            | Hydrostatic Test (if applicable)            | 1 ea           | -                       | -           | Refer to Annex II of this TOR, Top Coat refer to RAL6010 (Grass green) |
| 3.12.4                            | Vibration Test (if applicable)              | 1 ea           | -                       | -           | Refer to Annex II of this TOR                                          |
| <b>Sub-Total of Item no. 3.11</b> |                                             |                |                         | -           |                                                                        |
| <b>Total Amount of Item no. 3</b> |                                             | <b>12 unit</b> |                         | -           | <b>Initially intended minimum overhaul quantity: 5 units</b>           |
| <b>Grand Total Amount</b>         |                                             |                |                         | -           |                                                                        |

**Note:** 1. Repair/reconditioning shall be performed only where inspection or test results indicate deviation from the applicable requirements.

The successful Bidder shall submit the actual inspection results to HPC for review and approval.

2. The tender covers a total of **seventeen (17) dewatering pumps**.

The actual quantity to be overhauled shall be determined by HPC based on equipment condition, operational requirements, and budget availability, with an initially intended minimum quantity of **seven (7) pumps**.

3. The selected pumps shall undergo dismantling and tear-down inspection to determine their actual condition and required scope of Work.

The successful Bidder shall submit an Inspection Report to HPC for review and approval before proceeding with the applicable repair, reconditioning, overhaul, or replacement Work.

4. The unit prices quoted in this Annex I shall remain firm and shall apply to the actual Work ordered by HPC based on the approved scope following the tear-down inspection.

## Technical Services and Performance

### Annex II - Technical Bid Form: DWS Pumps Overhaul Services

Package: Provision of Maintenance, Reconditioning, and Overhaul Services for Dewatering Pumps in Mine Dewatering System

| Item                                                     | Description                                          | HPC's Requirements<br>(Requirements highlighted in yellow are mandatory, Failure to comply with any mandatory requirement shall result in technical disqualification)                                                                                                         | Bidder's Confirmation<br>(The Bidder shall state "Comply" or "Deviate" for each requirement and provide supporting details or references where required) | Remarks                                     |
|----------------------------------------------------------|------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|
| <b>Dewatering Pump Maintenance and Overhaul Services</b> |                                                      |                                                                                                                                                                                                                                                                               |                                                                                                                                                          |                                             |
| <b>1</b>                                                 | <b>General Technical Requirements</b>                |                                                                                                                                                                                                                                                                               |                                                                                                                                                          |                                             |
| 1.1                                                      | Compliance with Technical Requirements               | The Work shall comply with this TOR, Annex II, applicable OEM requirements, approved technical documents, and applicable technical standards                                                                                                                                  |                                                                                                                                                          |                                             |
| 1.2                                                      | Replacement Parts and Materials                      | All replacement parts and materials shall be new and comply with OEM specifications, specified standards, or HPC-approved equivalents                                                                                                                                         |                                                                                                                                                          |                                             |
| 1.3                                                      | Workmanship                                          | The Work shall be performed by qualified personnel using suitable workshop facilities, tools, equipment, and approved procedures                                                                                                                                              |                                                                                                                                                          | Supporting evidence required                |
| 1.4                                                      | Inspection and Measurement                           | Applicable dimensions, tolerances, fits, clearances, and inspection results shall be measured, recorded, and submitted to HPC                                                                                                                                                 |                                                                                                                                                          | Records required                            |
| 1.5                                                      | Technical Deviation                                  | Any deviation from specified materials, repair methods, technical requirements, or replacement parts shall be clearly declared in the Bid Proposal and shall be subject to HPC approval                                                                                       |                                                                                                                                                          |                                             |
| <b>2</b>                                                 | <b>Work Method Statement</b>                         |                                                                                                                                                                                                                                                                               |                                                                                                                                                          |                                             |
| 2.1                                                      | Surface Cleaning                                     | Remove oil, grease, dirt, and contaminants before blasting, inspection, welding, or coating                                                                                                                                                                                   |                                                                                                                                                          | According to SSPC-SP1 or equivalent         |
| 2.2                                                      | Abrasive Blasting                                    | Abrasive blast applicable surfaces to ISO 8501-1 Sa 2½ or the coating manufacturer's specified requirement. Surface profile shall be suitable for the specified coating system                                                                                                |                                                                                                                                                          |                                             |
| 2.3                                                      | Surface Contamination Inspection                     | Conduct applicable dust and soluble-salt contamination tests following abrasive blasting                                                                                                                                                                                      |                                                                                                                                                          | According to ISO 8502 series                |
| 2.4                                                      | Welding Repair                                       | Welding repair/build-up shall be performed using an approved procedure and filler material compatible with the base material                                                                                                                                                  |                                                                                                                                                          | WPS/PQR where applicable                    |
| 2.5                                                      | Pre/Post-Weld Inspection                             | Inspect repaired areas before and after welding using appropriate visual inspection and/or NDT methods                                                                                                                                                                        |                                                                                                                                                          | Applicable standards                        |
| 2.6                                                      | Machining after Repair                               | Machine repaired components to restore specified dimensions, fits, tolerances, and surface finish                                                                                                                                                                             |                                                                                                                                                          | OEM requirements take precedence            |
| 2.7                                                      | Internal Protective Coating                          | Internal/wetted surfaces shall be coated with Belzona 1321 (Ceramic S-Metal)<br>Surface preparation, mixing, application, and curing shall comply with the manufacturer's instructions                                                                                        |                                                                                                                                                          |                                             |
| 2.8                                                      | Internal Coating - Application                       | Apply two (2) coats of Belzona 1321, with DFT of 250–300 µm per coat and total DFT of 500–600 µm                                                                                                                                                                              |                                                                                                                                                          | Dry Film Thickness (DFT) report required    |
| 2.9                                                      | Internal Coating - Mixing Ratio                      | Mix Base and Solidifier at 2:1 by volume, in accordance with the manufacturer's instructions                                                                                                                                                                                  |                                                                                                                                                          | Manufacturer's requirement                  |
| 2.10                                                     | Internal Coating - Inspection                        | Inspect completed coating for uniformity, coverage, visible defects, and DFT<br>Any unacceptable defects shall be rectified before acceptance                                                                                                                                 |                                                                                                                                                          | Inspection record required                  |
| 2.11                                                     | External Painting                                    | Prepare and paint applicable external pump surfaces, baseplate, piping, and coupling guard using the specified coating system                                                                                                                                                 |                                                                                                                                                          | Final color: RAL 6010 where specified       |
| <b>3</b>                                                 | <b>Inspection and NDT Requirements</b>               |                                                                                                                                                                                                                                                                               |                                                                                                                                                          |                                             |
| 3.1                                                      | Dimensional Inspection                               | Inspect and record critical dimensions, fits, tolerances, clearances, and wear conditions of major pump components before and after reconditioning.                                                                                                                           |                                                                                                                                                          |                                             |
| 3.2                                                      | Pump Shaft Runout                                    | Measure and record pump shaft runout at applicable locations before and after repair/reconditioning.                                                                                                                                                                          |                                                                                                                                                          | OEM/HPC acceptance criteria                 |
| 3.3                                                      | Pump Shaft – Liquid Penetrant Testing (PT)           | Perform Liquid Penetrant Testing (PT) on the pump shaft, including critical areas such as fillets, shoulders, keyways, threads, and bearing/seal seating areas                                                                                                                |                                                                                                                                                          | NDT report required                         |
| 3.4                                                      | Pump Shaft – Ultrasonic Testing (UT)                 | Perform Ultrasonic Testing (UT) on the pump shaft to detect internal discontinuities, with particular attention to critical areas including the coupling, bearing seats, impeller fit area, and keyway areas, where technically applicable to the shaft material and geometry |                                                                                                                                                          | NDT report required                         |
| 3.5                                                      | NDT Qualification and Reports                        | NDT shall be performed by qualified personnel using approved procedures and calibrated equipment. Results and identified indications shall be documented and submitted to HPC.                                                                                                |                                                                                                                                                          | Evidence required                           |
| 3.6                                                      | Pump Casing Split Joint Surface Flatness             | Check the flatness of the upper and lower pump casing split joint surfaces using a precision straight edge and feeler gauge at multiple locations. Record the measured gaps and locations.                                                                                    |                                                                                                                                                          | OEM or HPC criteria                         |
| 3.7                                                      | Pump Shaft Critical Diameter Inspection              | Measure and record critical shaft diameters, including bearing seats, seal/sleeve seats, coupling fit, impeller fit, and other applicable fitted surfaces, before and after repair.                                                                                           |                                                                                                                                                          | OEM tolerances                              |
| <b>4</b>                                                 | <b>Pump Reconditioning and Overhaul Requirements</b> |                                                                                                                                                                                                                                                                               |                                                                                                                                                          |                                             |
| 4.1                                                      | Lower Casing                                         | Inspect and restore wear ring seats, tongue, stuffing box areas, casing surfaces, pin slots, drain connections, and other damaged/worn areas as required                                                                                                                      |                                                                                                                                                          | OEM dimensions/tolerances                   |
| 4.2                                                      | Upper Casing                                         | Inspect and restore wear ring seats, tongue, stuffing box areas, casing surfaces, threaded connections, and other damaged/worn areas as required                                                                                                                              |                                                                                                                                                          | OEM dimensions/tolerances                   |
| 4.3                                                      | Impeller                                             | Inspect and repair/recondition the impeller eye, blade surfaces, fitted surfaces, and worn/damaged areas to applicable OEM requirements                                                                                                                                       |                                                                                                                                                          |                                             |
| 4.4                                                      | Impeller Dynamic Balancing                           | Perform dynamic balancing after repair/reconditioning where the repair may affect the balance of the impeller                                                                                                                                                                 |                                                                                                                                                          | Balancing report required                   |
| 4.5                                                      | Impeller Modification                                | Modify the applicable impeller from 150 m TDH to 210 m TDH, where specified by HPC                                                                                                                                                                                            |                                                                                                                                                          | Impeller provided by HPC / where applicable |
| 4.6                                                      | Pump Shaft                                           | Inspect and repair/recondition DE and NDE shaft areas, bearing seats, locking-ring areas, coupling/impeller fits, and other applicable surfaces                                                                                                                               |                                                                                                                                                          | Critical component                          |
| 4.7                                                      | Shaft Surface Restoration                            | Restore worn shaft surfaces using a technically suitable repair method such as electro-brush plating, thermal spray, machining, or other HPC-approved method                                                                                                                  |                                                                                                                                                          | Bidder to specify repair method             |
| 4.8                                                      | Shaft Key Repair - Coupling and Impeller Positions   | Inspect shaft keys for wear, deformation, cracks, and damage. Repair or replace as required to restore the specified dimensions, fit, and material requirements                                                                                                               |                                                                                                                                                          | Final dimensions required                   |

## Technical Services and Performance

### Annex II - Technical Bid Form: DWS Pumps Overhaul Services

Package: Provision of Maintenance, Reconditioning, and Overhaul Services for Dewatering Pumps in Mine Dewatering System

| Item                                              | Description                                           | HPC's Requirements<br>(Requirements highlighted in yellow are mandatory, Failure to comply with any mandatory requirement shall result in technical disqualification)                                                    | Bidder's Confirmation<br>(The Bidder shall state "Comply" or "Deviate" for each requirement and provide supporting details or references where required) | Remarks                                              |
|---------------------------------------------------|-------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|
| 4.9                                               | Shaft Keyway Repair - Coupling and Impeller Positions | Inspect shaft keyways for wear, deformation, cracks, and dimensional deviation. Repair and machine as required to restore the specified dimensions, fit, alignment, and surface condition                                |                                                                                                                                                          | Final dimensions required                            |
| 4.10                                              | Shaft Sleeve                                          | Replace DE/NDE shaft sleeves and associated spacers where specified                                                                                                                                                      |                                                                                                                                                          | New parts / OEM specification                        |
| 4.11                                              | Wear Ring                                             | Rebuild the DE and NDE wear rings and associated wear ring pins as specified. The rebuilt components shall be restored to the required dimensions, fits, clearances, material condition, and applicable OEM requirements |                                                                                                                                                          | Critical clearance component                         |
| 4.12                                              | Wear Ring Clearance                                   | Measure and record the final clearance between the wear ring and impeller after rebuild and assembly. The final clearance shall comply with the applicable OEM acceptance criteria                                       |                                                                                                                                                          | OEM acceptance criteria                              |
| 4.13                                              | End Ring                                              | Replace/rebuild DE and NDE end rings with the specified updated design                                                                                                                                                   |                                                                                                                                                          | OEM material/design                                  |
| 4.14                                              | Stuffing Box Unit                                     | Inspect, clean, repair, and/or replace packing seals, stuffing box components, gland screws, and associated components                                                                                                   |                                                                                                                                                          | DE and NDE                                           |
| 4.15                                              | Rolling Support Unit - DE                             | Inspect/recondition bearing housing and cover; replace bearing, lip seal, O-rings, locking rings, and specified components                                                                                               |                                                                                                                                                          | <b>Bearing: SKF, FAG, or HPC-approved equivalent</b> |
| 4.16                                              | Rolling Support Unit - NDE                            | Inspect/recondition bearing housing and cover; replace bearing, lip seal, O-rings, locking rings, and specified components                                                                                               |                                                                                                                                                          | <b>Bearing: SKF, FAG, or HPC-approved equivalent</b> |
| 4.17                                              | Installation and Assembly                             | Reassemble the pump in accordance with OEM requirements, including correct fits, clearances, alignment, sealing, tightening/torque, lubrication, and assembly procedures                                                 |                                                                                                                                                          |                                                      |
| 4.18                                              | Sealing                                               | Provide and install suitable gaskets, liquid sealant, and/or PTFE sealing materials for the applicable service                                                                                                           |                                                                                                                                                          | OEM requirement                                      |
| 4.19                                              | Lubricant / Grease                                    | Provide and apply the specified lubricant and grease during assembly                                                                                                                                                     |                                                                                                                                                          | OEM requirement                                      |
| 4.20                                              | Auxiliary Piping and Valves                           | Repair or replace specified water-sealing/drain piping and associated valves                                                                                                                                             |                                                                                                                                                          | Where specified                                      |
| 4.21                                              | Assembly and Bolt Torque Verification                 | All applicable bolts and fasteners shall be tightened to the specified torque in accordance with OEM requirements or approved technical procedures<br>Torque values shall be verified and recorded during assembly       |                                                                                                                                                          | <b>Assembly Checklist required</b>                   |
|                                                   |                                                       |                                                                                                                                                                                                                          |                                                                                                                                                          |                                                      |
| <b>5 Final Inspection and Testing</b>             |                                                       |                                                                                                                                                                                                                          |                                                                                                                                                          |                                                      |
| 5.1                                               | Final Visual Inspection                               | Inspect workmanship, assembly condition, coating, identification, cleanliness, and completeness prior to delivery.                                                                                                       |                                                                                                                                                          |                                                      |
| 5.2                                               | Final Dimensional Inspection                          | Verify critical dimensions, fits, clearances, shaft runout, casing flatness, and alignment following completion of the Work.                                                                                             |                                                                                                                                                          | Report required                                      |
| 5.3                                               | Hydrostatic Test                                      | Perform hydrostatic testing where specified or applicable to repaired pressure-containing components.                                                                                                                    |                                                                                                                                                          | Mandatory where applicable                           |
| 5.4                                               | Rotational / Functional Test                          | Verify free rotation, abnormal noise, leakage, and general mechanical condition of the completed pump.                                                                                                                   |                                                                                                                                                          |                                                      |
| 5.5                                               | Vibration Test                                        | Perform vibration measurement where applicable and evaluate results against specified/OEM acceptance criteria.                                                                                                           |                                                                                                                                                          | Test report required                                 |
| 5.6                                               | Non-Conformance / Rectification                       | Any non-conformance identified during final inspection or testing shall be rectified by the successful Bidder prior to release and acceptance by HPC.                                                                    |                                                                                                                                                          |                                                      |
|                                                   |                                                       |                                                                                                                                                                                                                          |                                                                                                                                                          |                                                      |
| <b>6 Documentation and Technical Deliverables</b> |                                                       |                                                                                                                                                                                                                          |                                                                                                                                                          |                                                      |
| 6.1                                               | Method Statement                                      | Submit detailed procedures covering inspection, dismantling, repair/reconditioning, reassembly, and testing.                                                                                                             |                                                                                                                                                          |                                                      |
| 6.2                                               | Inspection and Test Plan (ITP)                        | Submit an ITP identifying inspection stages, tests, acceptance criteria, and HPC review/witness points, where applicable.                                                                                                |                                                                                                                                                          |                                                      |
| 6.3                                               | Incoming Inspection Report                            | Record as-received condition, identification, measurements, defects, and photographs.                                                                                                                                    |                                                                                                                                                          | Required                                             |
| 6.4                                               | Inspection / Condition Assessment Report              | Submit findings after dismantling, including measured conditions, defects, recommended corrective actions, and additional parts/work, if required.                                                                       |                                                                                                                                                          | HPC approval before additional Work                  |
| 6.5                                               | NDT Reports                                           | Submit <b>PT and UT reports for the pump shaft</b> and other applicable NDT reports.                                                                                                                                     |                                                                                                                                                          |                                                      |
| 6.6                                               | Dimensional Inspection Report                         | Submit before-and-after measurements, including critical dimensions, fits, clearances, shaft runout, and casing split-joint flatness.                                                                                    |                                                                                                                                                          |                                                      |
| 6.7                                               | Assembly Checklist                                    | Submit the completed assembly checklist, including applicable bolt/fastener torque values, clearances, alignment, and other critical assembly checks                                                                     |                                                                                                                                                          |                                                      |
| 6.8                                               | Balancing Report                                      | Submit balancing results for the impeller/rotating components where balancing is performed.                                                                                                                              |                                                                                                                                                          | Required where applicable                            |
| 6.9                                               | Material and Spare Part Certificates                  | Submit certificates for bearings, replacement parts, Belzona 1321, and other specified materials.                                                                                                                        |                                                                                                                                                          | Where applicable                                     |
| 6.10                                              | Final Test Report                                     | Submit final inspection and testing results together with the applicable acceptance criteria.                                                                                                                            |                                                                                                                                                          |                                                      |
| 6.11                                              | Final Work Completion Report                          | Submit before-and-after records, photographs, replaced/reconditioned parts list, measurements, repairs performed, and final condition.                                                                                   |                                                                                                                                                          |                                                      |
| 6.12                                              | Weekly Progress Report                                | Submit progress status throughout execution of the Work.                                                                                                                                                                 |                                                                                                                                                          | Weekly                                               |
| 6.13                                              | Warranty Documentation                                | Submit the applicable warranty certificate and warranty claim procedure.                                                                                                                                                 |                                                                                                                                                          |                                                      |
|                                                   |                                                       |                                                                                                                                                                                                                          |                                                                                                                                                          |                                                      |

Note: -

## Technical Services and Performance

### Annex III - Commercial Bid Form: DWS Pumps Overhaul Services

#### Package: Provision of Maintenance, Reconditioning, and Overhaul Services for Dewatering Pumps in Mine Dewatering System

| Item | Description                                                              | HPC's Requirements<br>(Requirements highlighted in yellow are mandatory, Failure to comply with any mandatory requirement shall result in technical disqualification)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Bidder's Confirmation<br>(The Bidder shall state "Comply" or "Deviate" for each requirement and provide supporting details or references where required) | Remarks                                                                                                                                                     |
|------|--------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1    | Bidder's Experience                                                      | The Bidder shall have at least <b>ten (10) years</b> of verifiable experience in repair, maintenance, reconditioning, or overhaul services for dewatering pumps or similar rotating equipment relevant to the Work specified in this TOR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                          | Supporting evidence shall be provided                                                                                                                       |
| 2    | Registered Capital and/or Previously Awarded Contract Amount by Employer | The Bidder shall have a registered capital of not less than <b>THB 3 million</b> , or prior experience as a Supplier/Contractor under the Hongsa Project for relevant work with a contract value of not less than <b>THB 1 million</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                          | Supporting evidence shall be provided                                                                                                                       |
| 3    | Workshop Readiness and Capability                                        | The Bidder shall own and operate <b>its own workshop facilities</b> capable of performing dismantling, overhaul, and reassembly services, including the readiness of machines, measurement tools, manpower, and spare parts for both planned and emergency maintenance of the dewatering pump.<br><br>The Bidder may subcontract specific works or component reconditioning to specialized workshops (e.g., dynamic balancing, coating, or precision machining).                                                                                                                                                                                                                                                                                 |                                                                                                                                                          | The Bidder shall clearly specify the location of its own workshop facilities and provide supporting evidence (e.g., photos, equipment list, certification). |
| 4    | Bid Proposal/Quotation Validity                                          | The Bid Proposal shall remain valid for at least <b>ninety (90) calendar days</b> from the Bid Proposal Submission Date specified in this TOR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                          | Bidder to specify validity period                                                                                                                           |
| 5    | Completion / Delivery Lead Time                                          | The Bidder shall propose a firm completion period, which shall <b>not exceed sixty (60) calendar days</b> per lot, including any additional repair or replacement work approved by HPC.<br><br>The Bidder shall specify the calendar days required per unit for dismantling, inspection, repair/reconditioning, reassembly, testing, and return delivery.                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                          | <b>Maximum 60 calendar days per lot</b>                                                                                                                     |
| 6    | Transportation, Delivery and Incoterms                                   | Transportation responsibilities shall be in accordance with the applicable arrangement specified in this TOR<br><br>Where HPC arranges transportation, the successful Bidder shall be responsible for loading and unloading at its workshop and providing necessary handling support<br><br><b>Free Zone Extension and Related Costs due to Bidder's Delay :</b><br><b>If the Work exceeds the agreed completion period and such delay is attributable to the successful Bidder, the successful Bidder shall bear all actual and reasonable costs incurred for the extension or renewal of the Free Zone period and other directly related charges. HPC shall be entitled to deduct such costs from any payment due to the successful Bidder</b> |                                                                                                                                                          |                                                                                                                                                             |
| 7    | Warranty Terms                                                           | The Warranty Period shall be at least <b>twelve (12) months from the date of HPC's Acceptance Letter or Work Inspection Certificate, or six (6) months from the date of installation of the dewatering pump into HPC's system, whichever occurs first.</b><br><br>For any accepted Warranty Claim, the successful Bidder shall be responsible for all costs associated with rectification, including applicable transportation and delivery costs.                                                                                                                                                                                                                                                                                               |                                                                                                                                                          | The proposal with the longest warranty period shall be primarily considered by HPC.                                                                         |
| 8    | Payment Terms                                                            | Main preference is:<br><b>90% payment</b> after upon delivery of the Work to the Delivery Address, subject to Goods Receipt after inspection of the Service as evidence by the submission of the required documents specified in Annex IV (Documents Submission Form) of the RFQ and issuance of the Work Inspection Certificate by HPC.<br><b>10% retention payment</b> to be released after the completion of the warranty period.                                                                                                                                                                                                                                                                                                             |                                                                                                                                                          | The proposal with the preferred payment terms shall be primarily considered by HPC.                                                                         |
| 9    | Credit Terms                                                             | Payment shall be within <b>30 to 45 days from the date of receipt</b> of each relevant and correct invoice, work receipt, and inspection and test report, as submitted by the successful Bidder to HPC, and subject to the Payment Terms specified herein and HPC's standard payment cycle.                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                          |                                                                                                                                                             |
| 10   | Certificates                                                             | The Bidder shall submit a valid <b>ISO 9001 Quality Management System certificate</b> . ISO 14001 and ISO 45001 certificates shall be submitted, if available                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                          | The Bidder and/or Factory should have the ISO 9001 certificate                                                                                              |
| 11   | Delay Liquidated Damages                                                 | If the Work is not delivered to the Delivery Address on the Date of Delivery specified in the Master Plan as evidenced by the Acceptance Letter, the delay liquidated damages shall be in a daily rate of <b>zero point one (0.1) percent</b> of each unit of the undelivered Dewatering Pump for each day of delay until the Dewatering Pump are duly delivered. However, the total delay liquidated damages payable shall <b>not exceed ten (10) percent</b> of the contract price of the undelivered.                                                                                                                                                                                                                                         |                                                                                                                                                          |                                                                                                                                                             |
| 12   | Conditions for Entering into Contract                                    | The Bidder shall deem to itself and confirm that it has read, understand and accept the preliminary terms and conditions set forth in the RFQ and shall fully comply with requirements specified in the RFQ Documents.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                          |                                                                                                                                                             |
| 13   | Labour Practice                                                          | The Bidder shall provide their employees with the lowest minimum wage rate and compensation in accordance with the applicable Local Labour Law.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                          |                                                                                                                                                             |
| 14   | Safety                                                                   | The Bidder and/or factory must have safety training and provide protection equipment for employees in work including inspection of machinery and tools used in the factory.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                          |                                                                                                                                                             |
| 15   | Environmental                                                            | The Bidder and/or factory must comply with international principles and local laws. In the operations must least impact on the environment and community.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                          |                                                                                                                                                             |

## Technical Services and Performance

### Annex IV - Documents Submission Form: DWS Pumps Overhaul Services

#### Package: Provision of Maintenance, Reconditioning, and Overhaul Services for Dewatering Pumps in Mine Dewatering System

| Item     | Description                                                 | HPC's Requirements<br>(Requirements highlighted in yellow are mandatory. Failure to comply with any mandatory requirement shall result in technical disqualification)                                     | Bidder's Confirmation<br>(The Bidder shall state "Comply" or "Deviate" for each requirement and provide supporting details or references where required) | Remarks                                                  |
|----------|-------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| <b>1</b> | <b>During Bidding Stage</b>                                 |                                                                                                                                                                                                           |                                                                                                                                                          |                                                          |
| 1.1      | Certificate of Business Registration                        | Valid business registration document issued by the relevant authority, <b>Not outdated more than six (6) months</b>                                                                                       |                                                                                                                                                          | Copies only                                              |
| 1.2      | Business Tax Certificate                                    | Valid tax registration/certificate, as applicable                                                                                                                                                         |                                                                                                                                                          | Copies only                                              |
| 1.3      | Company Profile and/or Organization Chart                   | Shall include business background, relevant experience, organization structure, and key personnel                                                                                                         |                                                                                                                                                          | Copies only                                              |
| 1.4      | Reference Projects List                                     | List of relevant projects demonstrating experience in dewatering pumps or similar rotating equipment                                                                                                      |                                                                                                                                                          | Supporting evidence                                      |
| 1.5      | ISO Certificates                                            | ISO 9001, ISO 14001 and ISO 45001, if available                                                                                                                                                           |                                                                                                                                                          | Copies only                                              |
| 1.6      | Workshop Facilities and Equipment                           | Evidence of own workshop facilities, including workshop location, photographs, machinery, measuring instruments, tools, and relevant capabilities                                                         |                                                                                                                                                          | Supporting evidence                                      |
| <b>2</b> | <b>After Contract Award / Prior to Commencement of Work</b> |                                                                                                                                                                                                           |                                                                                                                                                          |                                                          |
| 2.1      | Master Plan / Work Schedule                                 | Submit within <b>seven (7) days</b> after PO/Notice to Proceed and cover the overall execution schedule of the Work.                                                                                      |                                                                                                                                                          | HPC review/approval                                      |
| 2.2      | Method Statement                                            | Detailed procedure covering dismantling, inspection, repair/reconditioning, assembly, and testing.                                                                                                        |                                                                                                                                                          | HPC review/approval                                      |
| 2.3      | Inspection and Test Plan (ITP)                              | Shall identify inspection/test stages, applicable acceptance criteria, and HPC review/witness points where required.                                                                                      |                                                                                                                                                          | HPC review/approval                                      |
| 2.4      | Welding Procedure                                           | Applicable welding repair procedure/WPS and supporting qualification documents, where welding is required.                                                                                                |                                                                                                                                                          | Where applicable                                         |
| 2.5      | NDT Procedure and Personnel Qualification                   | Procedures and personnel qualification/certification for PT and UT.                                                                                                                                       |                                                                                                                                                          | Prior to NDT                                             |
| 2.6      | Coating Procedure                                           | Procedure for surface preparation and application of Belzona 1321, including inspection and DFT measurement.                                                                                              |                                                                                                                                                          | Refer to Annex II                                        |
| <b>3</b> | <b>During Execution of the Work</b>                         |                                                                                                                                                                                                           |                                                                                                                                                          |                                                          |
| 3.1      | Incoming / Tear-down Inspection Report                      | <b>Shall record as-received condition, dismantling findings, actual measurements, defects, photographs, and recommended corrective actions</b>                                                            |                                                                                                                                                          | HPC approval prior to additional repair/replacement Work |
| 3.2      | Weekly Progress Report                                      | Submit weekly throughout execution of the Work                                                                                                                                                            |                                                                                                                                                          | Weekly                                                   |
| 3.3      | Additional Repair / Replacement Proposal                    | Submit details and quotation for any additional repair, replacement parts, or Work identified following tear-down inspection                                                                              |                                                                                                                                                          | HPC approval required before proceeding                  |
| 3.4      | Interim Inspection / Test Records                           | Submit applicable inspection and test records generated during execution                                                                                                                                  |                                                                                                                                                          | As applicable                                            |
| <b>4</b> | <b>After Completion of the Work / Prior to Delivery</b>     |                                                                                                                                                                                                           |                                                                                                                                                          |                                                          |
| 4.1      | Final Inspection and Test Report                            | <b>Submit the final inspection and test results, including dimensional measurements, shaft runout, casing split joint surface inspection, and applicable functional, hydrostatic, or vibration tests.</b> |                                                                                                                                                          |                                                          |
| 4.2      | NDT and Balancing Reports                                   | Submit PT and UT reports for the pump shaft and the impeller dynamic balancing report, where applicable.                                                                                                  |                                                                                                                                                          |                                                          |
| 4.3      | Assembly Checklist                                          | Submit the completed assembly checklist, including bolt torque verification, applicable clearances, alignment, and other critical assembly checks.                                                        |                                                                                                                                                          |                                                          |
| 4.4      | Material and Spare Part Certificates                        | Submit certificates or supporting documents for bearings, replacement parts, Belzona 1321 coating materials, and other specified materials, where applicable.                                             |                                                                                                                                                          |                                                          |
| 4.5      | Final Work Completion Report                                | Submit a consolidated report including before-and-after condition, repairs/reconditioning performed, replaced parts, photographs, measurements, and final condition.                                      |                                                                                                                                                          |                                                          |
| 4.6      | Warranty Certificate                                        | Submit the warranty certificate in accordance with the Contract/TOR requirements.                                                                                                                         |                                                                                                                                                          |                                                          |

Note: