

TERM OF REFERENCE

HONGSA POWER CCTV IMPROVEMENT PHASE I

Approved by

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Chairman of Procurement Committee One

And Deputy Director - Contract Management and Commercial

HONGSA POWER CO., LTD.

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1. INTRODUCTION AND BACKGROUND

BACKGROUND

Hongsa Mine Mouth Power Project is in Hongsa and Muang Ngeune districts in Xayaboury province, Lao PDR. The project comprises a lignite-fired power plant, a lignite mine, a limestone mine, and supporting infrastructures.

On 30 November 2009, Hongsa Power Company Limited signed a Concession Agreement (CA) with the Government of Lao PDR to develop and operate the Hongsa Power Plant and Hongsa mines. Under the agreement, 1,473 MW of electricity will be sold to the Electricity Generating Authority of Thailand (EGAT) at the Thai Lao border for a period of 25 years, while the remainder will be consumed locally.

The Power Plant uses approximately 14.3 million tons of lignite per annum from Hongsa Mine, which its reserved lignite was initially estimated at 436.9 million tons, as the primary fuel.

The construction of the Power Plant commenced at the end of 2010. The Commercial Operation Date (COD) is in June 2015 for Unit 1, Nov 2015 for Unit 2, and March 2016 for Unit 3.

Overall, this Term of Reference (the "TOR") is orderly prepared to provide inquiries and invite potential contractors for the Bidding Process by following the intention of the Chemical Resistance Liner Repairing Project.

OBJECTIVE

Hongsa Power Company Limited (the "HPC" or "Owner") requires the Supply, Delivery, and provide on-site installation, recovery, and commissioning service for HPC CCTV Phase I.

Hongsa Power Plant has been facing a problem with CCTV equipment and connectivity link in the power plant, power plant fence, and warehouse A and B area. In this case, it impacts the security and operation monitoring. Therefore, HPC has set up a project to recover and upgrade the CCTV system equipment. To improve, change, install, and replace the old one. or install various additional equipment to have better work efficiency and more stability of the CCTV system.

The Bid Proposal shall be submitted in the duplicated manner of the attached forms in the TOR Documents only and shall be lodged to the Bid Submission Box in the reception of the Procurement Division of HPC, not later than 05:00 PM Laos Standard Time (LST) on the closing date of 25th June 2024, provided that late submission of the Bid Proposal may not be considered under any circumstances.

2. OWNER'S REQUIREMENT

2.1. PART I: GENERAL TERM

GENERAL REQUIREMENT

Hongsa Power Company Limited, is a company limited organized and existing under the laws of the Lao People's Democratic Republic (hereinafter referred to as the "**Owner**").

The Owner has constructed a 1,878 Megawatts coal-fired power plant project, commonly referred to as the Hongsa Power Plant located in the Hongsa District, Xayaburi Province, northwestern Lao PDR, including all of the project facilities related to it (together referred to as the "**Power Plant**").

2.1.1. TOR DOCUMENTS

The TOR Documents shall be issued by the Owner for the Proposal as comprised of the documents listed as the following:

1. Introduction and Background
2. Owner's Requirements
 - a) Part I: General Terms; and
 - b) Part II: Contractor's obligation and scope of service
 - c) Attachment 01 - 024. HPC-CSD-WP-024 V.00 Site Permit Requisition Procedure
 - d) Attachment 02 - 027. HPC-ESD-WP-027 V.00 Personal Protective Equipment Procedure
 - e) Attachment 03 - HPC-ESD-WP-002 V.03 Waste Management Procedure
 - f) Attachment 04 - HPC-OHM-WP-009 V.00 Drug Screening and Testing
 - g) Attachment 04 – APPENDIX I and APPENDIX II

2.1.2. DELIVERY AND SHIPMENT

2.1.2.1. Except as otherwise expressly specified by HPC, the Goods shall be delivered to the Place of Delivery not later than the Date of Delivery as follows:

Applicable Incoterms Rule

The TOR is subjected to Delivered-at-Place (DAP-Hongsa) the Place of Delivery Incoterms® 2020 For All Goods.

Place of Delivery

The Place of Deliver is Hongsa Power Co.,Ltd.
Hongsa District, Xayabouly Province, Lao PDR

Date of Delivery

The contractor must deliver the goods within the date and time agreed upon with the owner.

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

2.1.3. WARRANTY

Unless stated otherwise in the TOR, the contractor shall warrant to the Owner the Service with warranty conditions:

- The contractor shall warrant to the Owner that title to the Goods shall pass to the Owner with good and clean title thereof after the Goods have been delivered to the site and accepted by the Owner. At the time of passing title to the Owner, the Goods shall be of good quality and free from defects in material, workmanship, and title.
- The contractor shall warrant the proper functional of the Goods and Works for twelve (12) months of period from the date immediately following the date of acceptance of the Goods and Works by the Owner as evidenced by the Acceptance Certificate (the “**Warranty Period**”).
- The contractor shall provide the Owner with a Warranty Letter stating the warranty and claims conditions for the Service.
- In relation to repair or replace parts furnished under this Clause, the relevant Warranty Period shall, in relation to such repaired or replacement parts, be extended for a further six (6) months from the date such repaired, or replacement parts are furnished.
- The contractor must repair or replace the equipment in a ready-to-use condition. The equipment must be the same or better in quantity, size, and quality as quickly as possible and free of charge.
- In case of imperfections in the software or software updates from the factory for reliability or safety. The contractor must notify and make improvements without any cost.
- In case the contractor does not rectify such a defect, the Owner reserves the right to rectify and/or remedy by itself at the contractor’s costs and expenses.
- One (1) month before the expiry of the Warranty Period, the Owner shall examine, inspect, and test the performance of the system. The result of such inspection and testing shall satisfy the Owner of the Goods and/or Works with the required warranty conditions as stipulated in. The contractor shall provide inspection support to the owner with refreshment training before the end of the warranty.

2.1.4. PAYMENT

2.1.4.1. The contract specifies that all payments will be made via telegraphic transfer in either Thai Baht or LAK currency, depending on the contractor company's registration.

Payment for the Goods:

100% of the Goods shall be payable to the Contractor conditional upon all Goods have been delivered to the Site and submission of the relevant undisputed invoice, as evidenced by the Acceptance Certificate by HPC.

Payment for Installation and Service:

The remaining amount of the Contract Price is payable after the completion of work progress to 100%, along with Operation and Maintenance Training, and the submission of all final documents, including the Taking Over Certificate, Software license, and schematic diagram. Additionally, the contractor must submit an undisputed invoice to HPC.

2.1.4.2. Subject to this TOR, all payments for the Service payable to the contractor shall be made as the following conditions:

- (a) If an invoice is submitted to the Owner 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 months.

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

- (b) If an invoice is submitted to the Owner 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 months.

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

2.1.4.3. The credit term for processing the payment shall be as specified in the Commercial Bid, which is subject to the Owner's payment cycle.

2.1.4.4. HPC shall deduct and retain at least ten percent (10%) of each payment payable to the Contractor until the total amount of money retained by HPC reaches ten percent (10%) of the Contract Price as a security for the warranty given under the Contract by the Contractor (the "Retention Money").

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

2.1.5. LIQUIDATED DAMAGES

1) Delay of Goods delivery

If the Goods are not delivered to the Place of Delivery by the Date of Delivery as evidenced in the Acceptance Certificate, the contractor agrees to pay to the Owner the liquidated damages at a daily rate of zero-point one (0.1) percent of the total price of goods which is delayed per normal working day of the undelivered Goods until such undelivered Goods has been delivered to the Place of Delivery.

2) Delay of Work Completion

If the Work is not completed by the Scheduled Completion Date, the contractor agrees to pay to the Owner the liquidated damages at a daily rate of zero-point one (0.1) percent of the total Contract Price per working day until the Work has been completed as evidenced by the Taking Over Certificate.

However, the total amount of the Liquidated Damages payable by the contractor shall not exceed a maximum amount of five (5) percent of the Contract Price. The Owner shall be entitled to set off against any sum payable by the Owner to the Contractor for any claims for money which the Owner may have against the Contractor whether for damages (including liquidated damage) or otherwise.

2.1.6. PENALTY AND TERMINATION

- 1) If the contractor is in breach of any obligation under the Agreement and such breach is not remedied within seven (7) Days following the receipt of the notice given by the Owner, the Owner reserves the right to terminate the Agreement, which shall take effect from the date of a further notice advising the contractor of such termination. The contractor shall, subject to Force Majeure, indemnify the Owner against all damages, costs, expenses, charges, penalties, and liabilities of any kind incurred by the Owner as a result of or in connection with the breach by the contractor.
- 2) If the Contractor fails to deliver the Goods to the Place of Delivery by the date on which the Owner has become entitled to the maximum amount of the Delay Liquidated Damages, the Owner reserves the right to terminate the Agreement with immediate effect.

3) The Agreement may be terminated upon mutual consent and confirmation in writing by the Parties.

2.1.7. ENTER INTO CONTRACT

- The Letter of Award (LOA) or Letter of Intent may be issued by HPC to the contractor in order to advise the contractor of HPC's intent to award a contract of this project prior entering into the contract thereto.
- The parties are responsible for preparing the contract upon the terms and conditions as preliminarily outlined in the General Conditions of Contract as attached thereof.
- Subject to Lao PDR's Laws requirement, the contractor shall register the temporary tax identification number and pay the corporate income tax and any other required taxes under a) HPC Concession Agreement and b) Lao PDR's Laws.

2.1.8. CONFIDENTIALLY AND INTELLECTUAL PROPERTY

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

The bidder shall treat the TOR Document as confidential and shall be circulated to as few persons and other organizations as possible.

The bidder shall keep confidential all documents, drawings and other information supplied by the Owner as marked "**Confidentiality**" 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 shall survive the termination or expiration of the TOR Documents.

2.1.9. CONTACT PERSON

The following Owner's personnel shall be the point of contact for any queries relating to the commercial and technical part of the TOR Document.

Contact Person (Commercial):

Miss. Phannipa Kiatbumrung
(Division Manager – Procurement)
E-mail: phannipa_k@hongsapower.com Tel:
+856 20 5244 1809

Contact Person (Technical):

Mr. Nuttaphol Udomthatsanee
(Division Manager – Information Technology)
E-mail: Nuttaphol_u@hongsapower.com
Tel: +856 20 5244 1751

2.1.10. KEY PERSONNEL

The contractor shall propose and appoint the following personnel to carry the work (collectively, the “**Key Personnel**”) of the contractor to be responsible for the work and to be available to receive HPC’s instruction from or be contacted by HPC’s personnel at any time:

- a) Project Manager
- b) Supervisor and/or Service engineer

The contractor shall submit details and qualifications for HPC’s consideration and approval before the contract signing date or the day notified by HPC. Any change in the Key Personnel during the contract execution shall be subject to HPC’s consideration.

2.1.11. SCHEDULE

Within 30 days after the contract's effective date. The owner will confirm the installation and commissioning period 60 days in advance.

2.1.12. ACCEPTANCE OF THE GOODS

The Goods shall be deemed as accepted by HPC conditional upon the Acceptance Certificate issuance, provided that:

- HPC shall inspect and examine the delivered Goods at the Place of Delivery, then.
- If all the Goods delivered have meet the specifications and requirements stated in the TOR document and contract thereto, HPC shall issue the Acceptance Certificate.

2.1.13. ACCEPTANCE OF THE WORK

After the Work has been completed, the Work shall be deemed as accepted conditional upon the Taking-over Certificate issued by HPC. Provided that the Works have met the specifications and requirements stated in the TOR document and contract thereto, HPC shall issue the Taking-over Certificate.

2.1.14. COVID-19 PREVENTION MEASURES

The contractor shall strictly comply with COVID-19 prevention measures as stipulated by Government of Lao, Hongsa District and Owner’s policies while the bidder including its personnel or agents staying and/or performing the works in Hongsa Site.

The contractor has acknowledged itself through this covid-19 pandemic crisis, which shall not release the contractor to the fullest extent the contractor’s provision under the purchase agreement contributed to the covid-19 pandemic crisis.

For avoidance of doubt, in no event shall the contractor's delay or failure to perform in accordance with the agreement in which is caused by foreseeable event on the date of the submission of the proposal, including but not limited to covid-19 pandemic crisis, will be claimable as impracticable performance and deemed as force majeure. The contractor shall use, at its own cost and expense, all reasonable efforts to remedy its inability to perform and to resume full performance hereunder as soon as practicable.

The HPC reserves the right, those who do not attend visit the Site at the date and time as designated by HPC are not entitled to bid. Any costs of visiting the Site shall be borne by the Bidders, nonetheless, HPC is entitled to consider the eligibility of the bidder who cannot attend the Site Visit, when receiving the submitted for a reasonable letter from the interested bidder to the HPC as dated specified above

2.1.15 SITE VISIT

The HPC requires interested bidders to attend a site visit by submitting a request to the HPC no later than May 13, 2024.

During the visit, bidders must examine the site and its surroundings, obtaining all necessary information for the bidding process. A representative of the HPC will accompany visitors during the visit.

Transportation will be provided by the HPC to facilitate the site survey.

The site visit will include two routes:

From Nan Border to the HPC site and back, and from Luang Prabang to the HPC site and back.

The specific date and time for the site visit will be communicated later, depending on the HPC's schedule.

2.1.16. TOR DOCUMENT DISCREPANCY

In any event of any discrepancy, the document to prevail shall be given precedence in the following order:

- Part I of this TOR: General Terms and,
- Part II of this TOR: Work Quality and Specification.

2.1 PART II: CONTRACTOR QUALIFICATION, SPECIFICATION AND SCOPE OF WORK

2.2.1 CONTRACTOR QUALIFICATION

- The contractor has designed and implemented one or more CCTV system factories and not less than the last 3 years' value, not less than 0.5 MTHB.
- The contractor shall propose the hardware and software of CCTV systems with the latest version, shall be installed and/or implemented around the Power Plant, Power Plant Fence, Warehouse A and B, and Hong Kham Chaiyakarn Building.
- The contractor must have personnel with expertise in CCTV systems that can be contacted within Laos or Thailand.
- In case the CCTV systems are modified or changed to solve some problems or changes in the production line. The contractor must support the employer with the equipment or software concerned.
- All software licenses shall be independent of the computer. The contractor shall submit the Hard Lock, Password, etc. to the owner.
- He or the company he represents shall provide field service engineers, who must be able to work onsite on request, to consider adjusting the plan. (Including adding/removing operating workers, overtime, or working on public holidays) and can solve problems on-site immediately.
- The contractor must not be a blacklist by the Power plant or other industrials in Thailand and Laos.
- The contractor has an effective understanding of Safety & Environmental Management.
- The contractor shall perform work under HPC's Power plant safety rule.
- The contractor shall provide a medical certificate within 6 months before on-site for all manpower under the contractor's supervision as per HPC's SHE procedure.

2.2.2 CCTV SYSTEM FIRST PHASE SPECIFICATION

The General Specification for CCTV System.

Network Video Recorder 128,64,32 Channel. (Warranty 1 Year or some item lifetime)

Specific Brand Hikvision for compatibility of current HPC CCTV operation.

HIKVISION NVR 128-Ch Model. DS-96128NI-I16/H or compatible current CCTV and better.

HIKVISION NVR 64-Ch Model. DS-9664NI-M16 or compatible current CCTV and better.

HIKVISION NVR 32-Ch Model. DS-7732NXI-K4/16P or compatible current CCTV and better.

Hard Disk Drive 8TB WDD PURLE design for CCTV system or better.

CCTV Camera 2MP and 4MP sensor sizing (Warranty 1 Year)

Specific Brand Hikvision for compatibility of current HPC CCTV operation.

Hikvision ColorVu IPC 2MP PoE Model.DS-2CD2027G2-L or better and compatible with NVR

Hikvision Acusense IPC 4MP PoE Model.DS-2CD2646G2-IZS or better and compatible with NVR

Television and Monitor (Warranty 1 Year)

Non-Specific but must be equivalence or better specification.

LED TV 55-inch SAMSUNG UA55AU7700KXXT or better.

LED Monitor 27-inch ACER VG270BMIIX (IPS, VGA, HDMI) 75Hz or better.

24 port Network Switching (Warranty 1 Year)

Specific Brand Ubiquiti for Compatibility with the current Standard of HPC.

Ubiquiti UniFi Switch 24 (USW-24) Specific Brand for Compatibility of the current standard of HPC.

Other related equipment specifications follow guidance and standards on

APPENDIX II: CCTV Spec and List.

2.2.3 CCTV SYSTEM FIRST PHASE PROJECT TIME FRAME

Event Task	Date	Remark
TOR Announced	10 May 2024	
Site Visit Submission Last date	15 May 2024	
Site Visit	16-25 May 2024	Depend on HPC to specific Date and Time during g 16 to 25 May 2024
Biding Submission Windows	25 May to 10 June 2024	
Biding Award	25 June 2024	
Contract Agreement	10 July 2024	
Project Kickoff	15 July 2024	
Project implement and 100% Deliver.	31 October 2024	

2.2.3 SCOPE OF WORK

The contractor shall Installation of CCTV cameras at preferred locations covering the whole common area, Supply, installation, Recovery testing and commissioning of items mentioned in BoM destination under the policy, procedure, instruction, standard, safety rule and environment. The contractor was agreed and committed to comply, perform, and control work strictly as the general details as follows.

- **Scope 1 Recovery Powerplant Fence CCTV System.**
 - Provide the NVR 128-channel, 32-port Fiber Channel Switch, and UPS according to specified specifications and install them in the OM server room.
 - Installation of New Server Rack 36U and accessories at OM Server room.
 - Upgrade the existing 36U rack cabinet near the CCC exit gate at Security Guard Building Clean up rack and install switches and UPS.
 - CCTV cleanup and adjustment camera angles as required, clean and adjust camera angles, and ensure connectivity for 80 cameras.
 - Upgrade and clean fiber optic cables and related equipment cabinets, ensuring installation standards are met to prevent rodents and insects. Install switches, electrical systems, and UPS for 10 cabinets around the power plant perimeter.
 - Replace malfunction 20 CCTV cameras with new ones as per specification.
 - Configure CCTV cameras to display footage over the network, internet, and project images at the CCTV center at Hongkham Chaiyakarn and the Power Plant Control Room. Labeling and Test report to all fiber optic links.

- **Scope 2 Recovery Powerplant Inventory Warehouse A and Warehouse B**
 - Provide the NVR 64-channel and UPS according to specified specifications. Install them in the OM server room.
 - CCTV camera cleanup and adjustment angles as required, clean and adjust camera angles, and ensure connectivity for 20 cameras in Warehouse A and 40 cameras in Warehouse B.
 - Wiring and install new 6-core Fiber Optic cables from Warehouse B to the connection point in front of the Hydrogen building.
 - Replace old CCTV cameras with new ones as per specifications, totaling 12 cameras, with 6 cameras in Warehouse A and 6 cameras in Warehouse B.
 - Install a new 36U rack cabinet at Warehouse A to replace the old one, including moving existing equipment to the new cabinet.
 - Install new 24-port switches at Warehouse A and Warehouse B.
 - Configure CCTV cameras to display footage over the network, internet, and project images at the CCTV center at Hongkham Chaiyakarn and the Power Plant Control. Labeling and Test report to all fiber optic links.

- **Scope 3 Recovery Powerplant Main Gate and Inner Fence**
 - Provide the NVR 32-channel and UPS according to specified specifications and install them in the OM server room.
 - CCTV cameras cleaning and adjusting angles and ensuring connectivity for 5 cameras located at the Main gate of the security guard at Powerplant Main gate.
 - Wiring 6-core fiber optic cables to connect to the OM server, connecting them to the cabinet near the inner fence gate.
 - Install a new 9U Rack with an 8-port POE Network Switch, UPS, and patch panel equipment for the Security Guard Main Gate building to support CCTV operations.
 - Install 5 new outdoor CCTV cameras as per specifications at the inner fence gate.
 - Install an 8-port POE Switch in the outdoor cabinet at the inner fence gate.
 - Configure CCTV cameras to display footage over the network, internet, and project images at the CCTV center at Hongkham Chaiyakarn and the Power Plant Control. Labeling and Test report to all fiber optic links

- **Scope 4 Recovery Hongkham Xaiyakarn CCTV Monitoring Room**
 - Wiring 6-core fiber optic cables to connect to Security Gate 1 in front of of Hongkham Xaiyakarn and Gate 2 at Nanongkham , approximately 3000 meters away.
 - Provide NVR 128-channel and UPS according to specified specifications. Install them at the Hongkham CCTV Room and Rack.
 - Install a new 36U rack cabinet and equipment to support the electrical system.
 - Install Fiber Optic & Network Patch Panel equipment, 32-port fiber channel Network Switch, and arrange Rack Cabinets at Hong Kham Chaiyakarn.
 - Upgrade Computers, Software, and Video Cards to support display on all nine monitors.
 - Add three 55-inch TV monitors as per specifications, mounted on the wall brackets.
 - CCTV cameras cleaning and adjusting angles and ensuring connectivity for 10 cameras located at the Gate1 and Gate2 of the security guard.
 - Configure CCTV cameras to display footage over the network, internet, and project images at the CCTV center at Hongkham Chaiyakarn and the Power Plant Control. Labeling and Test report to all fiber optic links

- **Scope 5 Recovery CCR CCTV Monitoring and ECB1&2 and ECB3 Room**
 - Install 8 LCD monitors for CCTV display, each 27 inches with stands and mounting arms, including various signal cables.
 - Recover Computers, Software, and Video Cards capable of connecting to 8 display units.
 - Install a 9U Hanging Rack 3 Units with network switch, UPS, and various patch panel equipment in the CCR Room, ECB1&2 and ECB3.
 - Wiring 12-core fiber optic cables from the Common Server room on the second floor to the CCR Room to ECB1&2 and ECB3.
 - Provide NVR 32-channel and UPS according to specified specifications. Install them in the Common server room.
 - Install CCTV cameras 32 units at CCR, ECB1&2 , ECB3 , Common Server Room.
 - Configure CCTV cameras to display footage over the network, internet, and project images at the CCTV center at Hongkham Chaiyakarn and the Power Plant Control. Labeling and Test report to all fiber optic links.

- **Scope 6 New CCTV installation and Access Control for High Security Room**
 - Install New CCTV camera at Hongkham Xaiyakarn CCTV room 2 Unit.
 - Install New CCTV camera at Phonchan Server Room 2 Unit.
 - Install Current Face Scan to Door Access Control 5 Units at Hongkham Xaiyakarn CCTV room, Common Server room, Phonchan Server room, ECB1&2 room and ECB3 room.
 - Replacement of analog to digital camera 10-point Video Digital Optical Converter in powerplant and clean up adjust cameras.
 - Configure CCTV cameras to display footage over the network, internet, and project images at the CCTV center at Hongkham Chaiyakarn and the Power Plant Control. Labeling and Test report to all fiber optic links

Documents and Drawing

- The contractor must prepare and deliver engineering documents and various drawings as a minimum as follows:
 - Conceptual design and Detailed design
 - Equipment list, Specification sheet, Installation & maintenance manual of each equipment
 - Equipment drawing, Equipment layout.
 - Parameter setting list and configuration.
 - General arrangement and outline drawing
 - System Architecture
 - Software List & Manual
 - Cabinet or Rack Layout
 - Nameplate detail and label detail
 - Instruction for operation, maintenance and trouble shooting.
 - Test and commissioning manual
 - Recommend spare part list for five years operation.
 - Commissioning procedure, acceptance criteria, inspection sheet and test record
 - Taking over the certificate
 - Etc.
- The owner can request other necessary engineering documents or drawings besides those listed above from the contractor.

Operation and Maintenance Training

- Provide Maintenance Course training, 1 course for 10 persons.
- Provide Operation Course training 1 course at site after work completion.
- The contractor must prepare documents and materials including facilities for training.

Special Condition

- Warranty Period: All the equipment, active and passive components supplied against this shall have a warranty for one year from the date of installation and commissioning.
- Bidders should share all the relevant firmware/OS/Patches etc. as and when they are released by OEM during the entire warranty period at no cost to HPC.
- The vendor will liaise on behalf of HPC, with other different OEMs for repairing or Replacing equipment(s) and all other accessories during the warranty period.
- Annual Maintenance of the entire system after the warranty will be undertaken as per the terms and conditions mentioned in the tender and any other condition agreed upon as per the terms and conditions of HPC.

2.2.5 SCOPE OF PROVISION**Contractor's scope of provision**

- Equipment and tools
- Consumables
- Transportation
- Mobilization
- Accommodation
- PPE and safety consumables
- Support HPC for document preparation for immigration process consisting of commercial invoice & packing list, Name list with a copy of passport and all additional related documents if required and submit the document to HPC as the committed timeline.
- Additional costs that occurred at each side during unplanned situations or force majeure events shall be mitigated by each party.

HPC's scope of provision

- Provide access working place and scaffolding (if required)
- Provide a master list for the importation process.

Schedule I: General Conditions of Contract

General Conditions of Contract for Hiring of Service

Clause 1: Definitions

“Commencement Date” means the scheduled date on which the Contractor commences performing the Work as stated in ‘Commencement Date’ field in the PO or the date that HPC has stated in the official notice to the Contractor.

“Contract” means the contract of the Parties relating to the Work consisting of this present General Conditions of Contract for Hiring of Work, PO, Quotation, TOR (if any), amendment (if any), and all attachments incorporated by reference, which shall form an integral part of the Contract. *In the event of any discrepancy*, the documents shall prevail in the following order: (i) the PO; (ii) the General Condition of Contract for Work; (iii) other attachments to this Contract agreed by the Parties; (iv) the TOR; and (v) the Quotation.

The Contractor must immediately notify HPC of any error or discrepancy in this Contract when it comes to the Contractor's attention and shall obtain HPC's clarification before commencing any related part of the Work. The performance of any Work before the clarification shall be at the Contractor's risk and cost.

“Contractor” means the person or entity named in the ‘Vendor’ field of the PO;

“Force Majeure” means any event or occurrence that is outside the reasonable control of the Party concerned and that 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.

“HPC” means Hongsa Power Company Limited.

“Parties” means HPC and the Contractor.

“Party” means HPC or the Contractor, as applicable.

“PO” means Purchase Order, an official document issued by HPC when placing an order with the Contractor to confirm a specific hiring of Work.

“Quotation” means formal statement of promise submitted by the Contractor to HPC to perform the Work including related incidental services (if any) describing the details, materials and others as attached herewith.

“Scheduled Completion Date” means the scheduled date of which the Contractor warrants to HPC that the Work will be complete as stated in the ‘Scheduled Completion Date’ field in the PO or agreed otherwise in writing by the Parties.

“TOR” means the documents issued by HPC describing the conditions and requirements of the Work which HPC requires as attached herewith, no matter that its head

title stated as the term of reference or not.

“Work” means the work or service to be provided by the Contractor pursuant to the Contract as well as any incidental works or services.

Clause 2: Scope of these conditions

This General Conditions of Contract for Hiring of Work shall be only applied to all Work for which HPC agrees to hire the Contractor. Therefore, the Contractor has obligations to perform and complete the Work having the details and requirements as agreed with HPC, on or before the Scheduled Completion Date.

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

Clause 3: Materials, Equipment, Tools, and Utilities

a) Unless agreed otherwise by HPC, the Contractor shall be solely responsible for providing all materials, equipment, tools, and utilities to perform and complete the Work itself.

b) The Contractor shall ensure that all materials supplied or used by it are of good quality, free of defects, free and clear of any liens and encumbrances, are suitable for the purposes for which they are intended, and conform to

any agreed, good, and suitable standards and specifications as well as applicable law.

Ownership of and any intellectual property right in any plans and specifications of the Work and any other materials in relation thereto shall belong to and remain with HPC. The Contractor will keep them confidential, safe and secure, and will only use them for the purposes of the Work. The Contractor must return any and all copies to HPC upon HPC's request or upon the completion of the Work and must not retain any further copies without the prior written consent from HPC.

Clause 4: Work

- a) The Contractor must perform its obligations under the Contract in a good and workmanlike manner with reasonable skills, care, and diligence including observing good industry practices.
- b) The Contractor must comply with HPC's instructions and all applicable laws, regulations, and guidelines of the government authorities. The Contractor must obtain and comply with all relevant permits, licenses, authorization, and approvals necessary to perform the Work.
- c) The Contractor shall be responsible for supplying and providing sufficient number of labor for the Work. The Contractor shall ensure that its labor is suitably skilled, qualified and experienced for the Work. For the avoidance of doubt, the Contractor shall be solely and exclusively liable and responsible for any and all liabilities and obligations in relation to such labor, and employees, subcontractors, or staff of the Contractor shall not be deemed employees of HPC.
- d) Upon HPC's request, the Contractor must provide HPC evidence and documentation for the quality and effectiveness of the Work for inspection. The Contract must allow HPC to inspect the Works at all reasonable times and places. Any inspection made will not relieve the Contractor from responsibility for failure to comply with the terms of the Contract.

Clause 5: The Scheduled Completion Date

The Work hereunder must be complete no later than the Scheduled Completion Date.

Clause 6: Delay Liquidated Damages

Where any part of the Work is not performed or complete within the Scheduled Completion Date, the Contractor hereby agrees to pay HPC the delay liquidated damages at the daily rate in an amount of zero point one (0.1) percent of the total contract price for each day of non-performance or delay until all the Work is complete according to the Contract, without prejudice to any rights and remedies of HPC under the Contract or the law. The maximum of such liquidated damages under the Contract shall not exceed ten (10) percent of the total contract price.

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

Clause 7: Contract Price and Condition of payment

a) The total contract price stated in the PO is inclusive of all costs and expenses that HPC is obligated to pay to the Contractor in consideration of the performance of the Work. The total contract price shall not be increased except with the express written consent of HPC.

- b) Unless stated otherwise in the PO, the payment for the performance of the Work shall be paid in a single payment upon accepting the complete Work. If the Work is to be accepted in parts or according to the agreed milestone, the payment for

each part shall be paid upon the acceptance of each part.

- c) Each payment shall be payable upon HPC receiving the undisputed invoice from the Contractor as follow:
 - (a) If an invoice is submitted to HPC during the days 1 – 15 in any month, the payment of such invoice will be paid on the 10th day of the following month.
 - (b) If an invoice is submitted to HPC during days 16 – 31 in any month, the payment of such invoice will be paid on the 25th day of the following month.
- d) Each payment shall be made by transfer to the bank account designated by the Contractor.
- e) Each invoice shall include HPC's address, telephone number, and attention to Managing Director of Hongsa Power Company Limited, and clearly indicate the part of the Work for which the payment is requested.
- f) Each invoice shall be submitted to one of the 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-Wieng
District,
Muang Nan, Nan Province 55000
Thailand; or

- Hongsa Power Company Limited (Site Office)

Phonchan Office, Phonchan Village,
Hongsa District, Xayaboury Province, Lao
PDR

Attention to name of the Requestor stated
in the PO.

- Telephone number: +66(0) 54 775 869,
775 894.

- g) Each Party shall be responsible for any bank,
government, and other charges it incurs.

Clause 8: Set-off

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

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

Clause 9: Tax

- a) Where the Contractor is a corporate or
individual of the Lao PDR, HPC shall, in
accordance with the applicable taxation law,
be entitled to withhold all applicable taxes at
the required rate from all payments made to
the Contractor, remit the amount of taxes
withheld to the applicable tax authority for the
Contractor's account, and issue an
appropriate withholding tax certificate or
receipt to the Contractor.

- b) Where the Contractor is not a corporate or
individual of the country of HPC, the following
provisions shall apply:

- (i) If the Contractor has a permanent
establishment in the Lao PDR for the
performance of the Work, and can
provide a tax certificate of domicile (or
like), which is valid at the dates of the
duration of the Contract, from the
applicable tax office for the purpose for

claiming exemption from the applicable
withholding tax or reduction of the
applicable withholding tax rate based on
the prevailing tax treaty, HPC shall, in
accordance with the applicable taxation
law of the country of HPC, withhold all
applicable taxes at the required rate from
all payments to the Contractor, remit the
amount withheld to the applicable tax
office for the Contractor's account, and
forward the appropriate receipt to the
Contractor.

If the Contractor claims for either
exemption from the withholding tax or
reduction of the withholding tax rate
based on the prevailing tax treaty, a valid
certificate of domicile shall be sent to
HPC prior to payment.

- (ii) The withholding tax may not apply to the
Contractor who represents and warrants
that it does not have a permanent
establishment in Lao PDR for the
performance of the Work. Notwithstanding
the foregoing, the Contractor shall
indemnify HPC from and against any
damages, penalties, charges, fines, costs
and expenses (including legal fees) suffered
by HPC as a result of HPC not deducting or
withholding applicable taxes in reliance
of the Contractor's representation and
warranty.
- (iii) The Contractor shall be responsible and
liable for the payment of all taxes
imposed on it under applicable laws in
relation to the performance of Work
under the Contract including the
withholding tax for the income tax
payable to its employees and the
Contractor shall indemnify HPC from and
against any claims or losses resulting
from such failure.

Clause 10: Performance Security

The Contractor is obligated to provide the security
to

HPC for any and all Contractor's obligations and
liabilities having the details as specified in the PO.

Clause 11: 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 event; provided that the affected Party
must inform the 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 extension of time in connection with such Force Majeure event 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 12: Confidentiality

The Contractor shall keep confidential all documents, drawings and other information supplied by HPC (whether marked "confidential" or not) and shall not use or disclose such information or items to a third party unless it is required by the law, or it is inevitably necessary for the execution of the Work. Where it is necessary for the Contractor to provide such items or information to a third party, the Contractor shall, prior to the supply of such items or information, ensure that the third party has entered into a non-disclosure agreement with the Contractor in respect of the items or the information.

The Contractor shall not disclose any information or provision in this Contract to any third party without prior written approval of HPC. This condition shall survive the termination or expiration of the Contract.

Clause 13: Indemnification

The Contractor agrees to indemnify and hold harmless HPC, its officers, agents, subcontractors, contractors, directors, employees, successors and assigns from and against any and all claims, losses, damages, liabilities, penalties, expenses, legal fees, and costs of any kind or amount whatsoever, which result from or arise out of or in connection with:

- a) any act or omission of the Contractor, its officer, agents, subcontractors, directors, employees, successors and assigns that occurs in connection with this Contract, including property damage, bodily injury, sickness, disease, or death of any person whatsoever arising out of or in the course of or by reason of the design, execution and completion of the Work and the remedying of any defects, unless attributable to any negligence or wilful act of HPC;

- b) any and all claims of third parties including but not limited to claims concerning infringement of Intellectual Property Rights due to the HPC's use of the Work performed by the Contractor or materials provided by the Contractor;
- c) the Contractor's negligence, willful misconduct, misrepresentation, fraud, or violation of the law in its performance under the Contract, as well as nonperformance of its obligations under the Contract;
- d) breach of the Contract by the Contractor; and
- e) any defects in the Work.

This Clause shall survive the termination of this Contract. **Clause 14: Termination**

- a) HPC may terminate the Contract without cause by giving an advance written notice of not less than fifteen (15) days in advance. HPC shall reimburse the Contractor for reasonable costs incurred arising from such termination provided that the Contractor has used its best efforts to minimize such costs.
- b) If the Contractor is in breach of any obligation under the Contract and such breach is not remedied within seven (7) days following the receipt of the notice given by HPC or any other period specified by HPC, HPC may terminate the Contract forthwith. In this case, the Contractor shall not be entitled to receive any further payment. If the total cost for HPC to complete the remaining Work, including but not limited to the cost to employ any third party to complete the Work, plus amounts previously paid to the Contractor for the Work will exceed the total agreed contract price under the PO, the Contractor shall promptly pay the difference to HPC.
- c) HPC may immediately terminate the Contract if the Contractor is subject to any receivership, becomes bankrupt or insolvent, or is in liquidation, winding up or reorganization procedures.
- d) The termination of the Contract is without prejudice to the right of HPC to claim in respect of the liabilities of the Contractor under the Contract that accrue up to the termination date.

Clause 15: Notice

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

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 16: 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 17: Warranty

The warranty against any loss or damage arising from any defect in materials furnished, design, functionality, or workmanship performed under and pursuant to the Contract shall commence and continue for the period as specified in the PO.

Clause 18: Independent Contractor

The Parties acknowledge that the Contractor is an independent Contractor and in the business of providing the Work, and is not for any purpose a partner, employee, agent or representative of HPC. The Contractor shall not be entitled to bind HPC or pledge the credit of HPC, nor shall the Contractor be entitled to collect or to pay money on behalf of HPC unless expressly authorized by HPC to do so.

Clause 19: 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 constitute a waiver of them or of the right at any time subsequently to enforce all terms and conditions of the Contract.

Clause 20: Severability

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

Clause 21: 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 affected 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 22: 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 23: Assignment and Subcontracting**

None of the rights and/or obligations accruing hereunder may be assigned, subcontracted, or otherwise divested by the Contractor without HPC's prior written consent. Any such consent shall not relieve the Contractor from any liability or obligation under the Contract, and the Contractor 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 the Contractor itself.

Clause 24: Amendment

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

Clause 25: Governing Law and Language

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

Appendix I

**HPC CCTV 2024 Phase I
Presentation for Scope of Work**



HPC CCTV 2024 Phase I .pdf

Appendix II

CCTV Equipment Estimated List.



HPC CCTV 2024 Estimated Equipment List Phase I.pdf