



# **TERMS OF REFERENCE (TOR)**

**TOR No. HPC-MQP-TOR-GEO24-03**

**Slope Monitoring Radar system**

**09<sup>th</sup> September 2024**

**Hongsa Power Company Limited**

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

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**1. INVITATION FOR BID PROPOSAL****Slope Monitoring Radar System**

Hongsa Power Company Limited (the “HPC”) was established in 2009 by Banpu Power Limited (BPP), Ratchaburi Electricity Generating Holding Public Company Limited (RATCH) and Lao Holding State Enterprise (LHSE) for the project operation of 1,878 MW coal-fired mine mount power station to develop and operate for supplying sustainable source of energy in Laos and Thailand.

Hence, on behalf of HPC, I am pleased to invite your company to submit bid for the Supply and Delivery of Drive Units (the “**Slope Monitoring Radar System**”) to be used for monitor slope movement in main pit area of Hongsa Mine Mouth Power Plant, located in Hongsa District, Xayabouly Province of the North-West of Lao PDR.

The Bid Proposal shall be submitted in 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 **20<sup>th</sup> September 2024**, provided that late submission of the Bid Proposal may not be considered under any circumstances.

Currently, HPC operate its power plant stations for 5 years foregoing 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. Poowanart Khumpiraphan

Chairman of Procurement Committee

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

## 2. INTRODUCTION

### Background

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

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

### Objective

Hongsa Power Company Limited (“**HPC**”) requires Slope Monitoring Radar System, to be used for monitor slope movement in main pit area at Hongsa Mine Mouth Power Project, Hongsa District, Xayaboury Province, Lao PDR.

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

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

### 3. ELIGIBLE BIDDERS

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

- i. Have been invited and received the TOR Documents supplied by HPC.
- ii. Have at least 5 years of experiences in manufacturing, fabrication and/or as Authorized Distributor for supply and delivery of Goods and/or Works specified herein.
- iii. Have an export license and/or import license for the required Goods; and
- iv. Have Slope monitoring Radar product license.
- v. Have a registered capital of not less than 1,000,000.00 THB (Thai Baht) or 300,000,000.00 LAK (Lao Kip) or equivalent Other than the required qualifications specified above, the Bidders shall also:
- vi. Have Certificate experience Sale and Installation geotechnical Instrument and monitoring tools not less than 3,000,000.00 THB
- 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 Bidders who submit any fraudulent documents to HPC or misrepresented any documents shall be deemed disqualified in all cases.

*- Intentionally omitted -*

#### **4. HPC'S REQUIREMENTS**

##### **4.1 PART I – GENERAL TERMS**

##### **4.1.1 BIDDING PROCESS AND CONDITIONS OF BID**

###### **Bidding Process**

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

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

###### **Addenda**

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

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

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

###### **Cost of Bid**

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

###### **Currency, Language and Bidding Process Fees**

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



- Unless otherwise specified by HPC, all Bid Proposal including the supporting information and/or documents should be written in English. If any supported document attached is translated and in case of any ambiguity, the translation (original as translated by the Employer) shall prevail.
- The Bidders are not required to pay any Bidding Process Fees.

### **Discrepancies, Errors and Omissions**

In the event that the Bidders finds any discrepancies, errors or omissions in the TOR Documents, or requires clarification of the information specified in the TOR Documents, the Bidders shall notify HPC no later than **16<sup>th</sup> September 2024** in writing through e-mail.

HPC is going to respond in writing through e-mail (with a copy to others) to any notification that received within **18<sup>th</sup> September 2024**. Inquiries for bidding or technical nature may be directed, in the first instance by e-mail to:

Project Owner: Mr. Panya Tewinparu

E-mail: [Panya\\_T@hongsapower.com](mailto:Panya_T@hongsapower.com)

Mobile No.: +856 205 2441997

### **Acceptance and Rejection of Bid Proposal**

Submitting the quotation in responding this TOR shall be deemed that the Bidder agrees and accepts the following:

1. HPC reserves the right, at its sole discretion, to accept the quotation which in its own judgment is the most responsive and best quotation, to reject any and all quotation, and to waive minor irregularities and informalities in any quotation submitted. HPC will reject any quotation which, in his judgment, is non responsive.
2. HPC will not be bound to award a contract to the Bidder who has submitted the lowest price quotation, but will take into account all evaluating factors and other factors deem to proper for the evaluation with the TOR Documents, technical and financial qualification, and capability of the Bidder to execute the Works promptly and vigorously in such manner as to secure delivery and/or completion within the time specified.

*- Intentionally omitted -*



#### 4.1.2 SCOPE WORKS

The potential Bidder shall be responsible for manufacturing, delivery, quality assurance, workshop tests, installation, testing, commissioning, and training the Slope Monitoring Radar System for 1 unit and supported documents to the standards as specified in TOR Documents and using the modern best practice to ensure that the supply shall be in accordance with the specification and meet HPC's requirements.

#### 4.1.3 TOR DOCUMENTS

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

- 1) Invitation for Bid Proposal
- 2) Introduction and Background
- 3) Bidding Process and Conditions of Bid
- 4) HPC's Requirements
  - 4.1) Part I: General Term; and
  - 4.2) Part II: Work Quality and Specification
    - a) Annex I: Quotation (Excluding VAT)
    - b) Annex II: Technical Specifications of Slope Monitoring Radar System
    - c) Annex III: Commercial bid.
    - d) Annex IV: Information of monitoring area
    - e) Annex V: Other documents
      - ISO Certificate i.e., ISO 14001, ISO 9001(if any)
      - Safety Data Sheets of materials (if any)
      - Environmental Mitigation Measures, control plan etc. (if any)
- 5) Schedules to TOR Documents
  - 5.1) Schedule I: General Conditions of Contract for Procurement of Goods; and
  - 5.2) Schedule II: Form of Performance Security

*- Intentionally omitted -*

**4.1.4 REQUIRED SUBMITTAL DOCUMENTS**

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

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

- a) Printed copy of the Quotation with official heading of the Bidder's company;
- b) Printed copy of the completely filled-up Annex I – Price Bid Form
- c) USB Flash Drive contains the PDF file of the item a) and Excel File of Annex I – Price Bid Form

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

- a) Printed copy of the completely filled-up Annex II – Technical Bid Form
- b) Printed copies of Catalogues and Technical Datasheets all of equipment and other supporting documents specified in Annex II – Technical Bid Form
- c) USB Flash Drive contains the Excel Files of Annex II – Technical Bid Form

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

is to be used for the examination of the Bidder, consist of:

- a) Printout of the completely filled-up Annex III- Commercial Bid Form
- b) Copy of Certificate of Registration of the Bidder (not outdated more than 6 months);
- c) Copy of Tax Certificate;
- d) Copy of Passport / ID Card of the Company Directors;
- e) Copy of Power of Attorney (if any);
- f) Copy of Passport / ID Card of the Authorized Representatives if in case that there is a Power of Attorney, if any
- g) Company profile, reference project list, and other documents required by HPC;
- h) Declaration / Certification of Manufacturer for the design and manufacturing of the Goods, if any;
- i) In case of the Bidder is an authorized dealer for supply of the goods, shall submit authorization letter, experience and related evidence presented to HPC for consideration.
- j) ISO 9001, ISO 14001, ISO 45001 and OHSAS 18001 Certificates (if any); and

The above documents shall be certified by the signature of the authorized person and affixed with the company seal of the Bidder.

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

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

#### 4.1.5 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):** sealed envelope shall contain the quotation together with the Commercial Proposal Documents.
- ii. Prior to submission of the Bid Proposal, the Bidders shall thoroughly review and study the entire the Bid Documents as well as the attachments and deeply comprehend with the conditions as stipulated herein.
- iii. The original copies of the Bid Proposal shall be sealed and labelled in the envelopes by the Bidders according to the following details:

**“The Procurement Committee of Slope Monitoring Radar System”**

**Bid Proposal for TOR No. HPC-MQP-GEO-2024-03\_ Slope Monitoring Radar System**

Envelope 1: Price Proposal

Envelope 2: Technical Proposal

Envelope 3: Commercial Proposal

- iv. The submission of the Bid Proposal shall be lodged and addressed to the following HPC’s personnel and office addresses specified below, no later than 05:00 PM local time on the closing date of **20<sup>th</sup> September 2024**.

**Hongsa Power Company Limited**

Contact Person: Mrs. 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 **20<sup>th</sup> September 2024**.

*- Intentionally Omitted -*

**4.1.6 DELIVERY AND SHIPMENT**

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

**Applicable Incoterms Rule**

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

**Place of Delivery**

Delivered at Place (DAP): HPC Mine Inventory Warehouse, Hongsa District, Xayabouly Province, Lao PDR; or

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

**Date of Delivery**

The successful Bidder shall deliver the Goods to the Place of Delivery not later than 60 days after the Execution Date specified in the Contract or as the date specified in this TOR. 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.

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

*- Intentionally Omitted -*

#### **4.1.7 BID EVALUATION PROCESS AND CONDITIONS**

##### **Bid Evaluation Process**

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

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

Any Bidder who submits the documents and information that does not 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. Bid is going to be opened after 05:00 PM on the next date of closing date of Bid Submission, provided that the Bid Opening is internally done in private.
- ii. In the event that any Bid Proposal is received after the time set for the receipt of Bid Submission, the Bid Proposal may be returned, unopened or retained for consideration entirely at the discretion of HPC.
- iii. Related information from the examination, clarification, evaluation of Bid Proposals and recommendations concerned on the award are entirely confidential to HPC and shall be under no obligation to disclose the information to any of the Bidders.

##### **Clarification and Evaluation of Bid Proposal**

- i. To assist on the examination, evaluation, and comparison of Bid Proposal, HPC may, at its discretion, inquire any of the Bidders for clarification of their Bid Proposal. However, the requested clarification and response shall be in writing by e-mail and no change in the Price or substance of the Bid Proposal, shall be sought, offered, or permitted.
- ii. The Bidders may be requested to participate in the Bid Evaluation meeting at the site in Laos, Nan Office in Thailand, or Tele-Conference (if required).

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

### **Right to Negotiation**

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

### **Bid Evaluation Criteria**

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

- i. Qualification of Bidder

The completeness and qualification of the following corporate documents, including but not limited to Bidder's company profiles, experiences or reference projects, financial statement and current asset value, statement of capability, organization chart and proposed safety, quality management system and procedures.
- ii. Technical Bid Evaluation
  - a. The completeness and conformance of the Bidder with the technical requirements as specified in Annex II (Technical Specifications) of this TOR;
  - b. The completeness and conformance of the Bidder with the submission of required Catalogues and Technical Datasheets all of equipment.
- iii. Price Bid Evaluation
  - a. The Price of Goods for all relevant costs and expenses proposed by the Bidder as specified in Annex I (Quotation);
  - b. HPC reserves the right not to accept the lowest price or any portion of the price or the entire proposed price.



**Bid Evaluation Process**

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

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

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

- ii. HPC still reserves the right to reject the lowest Price Bid Proposal or some portion of the price or the entire Price Bid Proposal at its own discretion based on the best benefit of HPC.
- iii. If in case that the lowest Price Bid Proposal submitted by a Bidder is beyond expectation of HPC, which may likely result in the inability of the Bidder to perform the Works and/or Services specified in this TOR, HPC may request the Bidder to explain and present evidence, to increase the credibility of the ability of that Bidder to fully fulfill the obligations. If the explanation is not reasonable or justifiable, HPC, at its own discretion, is entitled to reject the Price Bid Proposal of that Bidder.
- iv. The Bidders acknowledge and accept that the selection process is in the full authority of HPC's own decision.

**Bid Proposal Validity Period**

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

*- Intentionally Omitted –*

#### **4.1.8 WARRANTY**

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

- i. The warranty period for the work performed and the products supplied by the Bidder shall be at least 5 years after the date that the work is accepted by HPC.
- ii. If any defect is found, the Bidder shall completely repair such defect to the extent that the work resumes its normal operation within 30 days after the receipt of the relevant notification. If such defect is unable to repair, the Bidder shall replace with a new one within 60 days after the first notification of such defect. For the avoidance of doubt, the warranty period of such repaired or replaced equipment shall be renewed for another 1 year after the completion date of such repair or replacement. In case that the Bidder fails to rectify, repair or replace such defect, HPC reserves the right to rectify, repair or replace such defect by itself at the Bidder's cost.
- iii. During the warranty period the Bidder shall provide maintenance services to HPC at the Hongsa site at least 4 times/year, the details and requirements, and the certain date of such will be further proposed by the Bidder and agreed by HPC in advance.

#### **4.1.9 PAYMENT**

Submitting the payment shall be payable as detail:

- i. 100% of the total price on Annex I, item 1 to 6 included item 7 (1<sup>st</sup> year maintenance) shall be paid after all products are delivered to the site, completely installed, and pass all commissioning tests and training required including other work required under this TOR is completed as inspected and accepted by HPC.
- ii. Shall be paid after completed onsite maintenance on Annex I, item 7 (2<sup>nd</sup> to 5<sup>th</sup> year maintenance)
- iii. Subject to this TOR, all payments for the Goods payable to the successful Bidder shall be made as the following conditions:
  - (a) If correct 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<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 correct 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<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.

*- Intentionally Omitted -*

**4.1.10 PERFORMANCE SECURITY****Bid Security**

Not Applicable.

**Advance Payment Bond**

Not Applicable.

**4.1.11 Delay Liquidation.**

If the Bidder fails to complete the work within period as specified in clause 4.1.6 above, the Bidder agree to pay delay liquidated damages in the amount of 0.1% (zero-point one percent) of the total contract price for each day of such delay. However, the total delay liquidated damages shall not exceed 10% (ten percent) of the total contract price.

*- Intentionally Omitted -*

**4.1.12 RETENTION MONEY**

The employer will deduct 10% from the net amount of the project based on the amount of work that can actually be done. and will perform the Return Receipt when the warranty period expires in accordance with the terms of the TOR.- Intentionally.

*- Intentionally Omitted -*

#### **4.1.13 GOOD ENGINEERING PRACTICES / NATIONAL OCCUPATIONAL STANDARD**

Not Applicable.

*- Intentionally Omitted -*

**4.1.14 ENTER INTO CONTRACT**

- i. After the Bidding Process has been completed as specified in Sub-Clause 4.1.19 (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 the contract thereto.
- ii. 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 6.1 (Schedule I) herein.
- iii. The successful Bidder shall provide HPC the Performance Security in the amount and conditions as specified in Sub-Clause 4.1.9 (Performance Security) herein on or before the contract execution.
- iv. 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 -*



**4.1.15 CONFIDENTIALLY AND INTELLECTUAL PROPERTY**

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

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

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

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

*- Intentionally Omitted -*

#### 4.1.16 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: Mrs. Phannipa Kiatbumrung (Division Manager – Procurement)  
E-mail: [Phannipa\\_K@hongsapower.com](mailto:Phannipa_K@hongsapower.com)  
Contact No.: +856 20 5244 1809 (Lao P.D.R.) / +66 94 914 1993 (Thailand)

##### Technical Part

Contact Person: Mr. Panya Tewinparu (Section Manager - Geotechnical Monitoring & Laboratory Testing)  
E-mail: [Panya\\_T@hongsapower.com](mailto:Panya_T@hongsapower.com)  
Contact No.: +856 205 2441 997(Lao P.D.R.)

*- Intentionally Omitted -*

**4.1.17 BIDDERS'S GENERAL OBLIGATIONS**

- i. The forwarding, customs duties and taxes including custom clearance expenses relevant to the transportation of Goods from the factory of the manufacturer to Hongsa Site shall be the responsibility of the successful Bidder as specified in Annex I (Quotation) of this TOR.
- ii. After the date that the work is accepted by HPC. The warranty period for the work performed and the products supplied by the Bidder shall be at least 5 years as specified in Annex I (Quotation) of this TOR.

*- Intentionally Omitted -*

**4.1.18 BIDDING SCHEDULE**

HPC shall endeavor to adhere to the following schedule:

No.	Event Description	Estimated Completion Date
1	TOR Documents Issuance	01 <sup>st</sup> September 2024
2	Committee Meeting	09 <sup>th</sup> September 2024
3	Distribute TOR to Bidders	12 <sup>th</sup> September 2024
4	Closing TOR Bidding	18 <sup>th</sup> September 2024
5	Bid Proposal Submission	20 <sup>th</sup> September 2024
6	Technical Bid Review	22 <sup>th</sup> September 2024
7	Bid Evaluation, Selection and Negotiation Process	24 <sup>th</sup> September 2024
8	Contract signing and PR/PO	25 <sup>th</sup> September 2024

Remarks:

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

*- Intentionally Omitted -*

#### 4.1.19 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 -

**4.1.20 HAND OVER AND WORK ACCEPTANCE**

Prior to dispatch, these documentations shall be received upon the written approval from HPC

- i. The Contractor shall be responsible for import all of equipment and workshop tests, installation, commissioning, and training the slope monitoring Radar system at Hongsa site within 60 days after contract signing.
- ii. The contractor must submit an installation plan to HPC for consideration before installation 30 days
- iii. The contractor must submit onsite training plan to HPC consideration before training 15 days
- iv. The contractor must train on operate slope monitoring Radar system, installation, re-installation, basic troubleshooting, and maintenance all of Slope Monitoring Radar system at least 5 days
- v. The contractor must train on software using for data analysis and alarming system at least 5 days
- vi. Instructor should specialize and certified by the manufacturer on installation equipment, software, and data interpretation
- vii. The contractor must submit user's manual, maintenance manual, and part lists all of Slope Monitoring Radar system both hard copy and digital file.

It shall be deemed that the Contractor's work is complete after HPC's work acceptance committee inspect and sign.

*- Intentionally Omitted -*

*- Intentionally Omitted -*



**4.1.21 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 (Work Quality and Specification) of this TOR.

*- Intentionally Omitted -*

**4.2 PART II – WORK OBLIGATIONS AND TECHNICAL SPECIFICATIONS****4.2.1 BIDDER'S PARTICULAR WORK OBLIGATIONS**

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

- i. The Contractor shall be responsible for import all of equipment and workshop tests, installation, commissioning, and training the slope monitoring Radar system at Hongsa site within 60 days after contract signing.
- ii. The contractor must submit an installation plan to HPC for consideration before installation 30 days
- iii. The contractor must submit onsite training plan to HPC consideration before training 15 days
- iv. The contractor must train on operate slope monitoring Radar system, installation, re-installation, basic troubleshooting, and maintenance all of Slope Monitoring Radar system at least 5 days
- v. The contractor must train on software using for data analysis and alarming system at least 5 days
- vi. Instructor should specialize and certified by the manufacturer on installation equipment, software, and data interpretation
- vii. The contractor must submit user's manual, maintenance manual, and part lists all of Slope Monitoring Radar system both hard copy and digital file.

It shall be deemed that the Contractor's work is complete after HPC's work acceptance committee inspect and sign.

*- Intentionally Omitted -*

#### 4.2.2 HPC'S PARTICULAR WORK OBLIGATIONS

Not Applicable.

*- Intentionally Omitted -*

## 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, Boulichan 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)  
Phonchanh Office, Phonchan Village,

Hongsa District, Xayabouly Province, Lao PDR

- Attention to name of the Requestor stated in the PO.
  - Telephone number: +66(0) 54 775 869, 775 894.
- 5) Each Party shall be responsible for any bank, government, and other charges at its own side.

**Clause 7: Test**

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

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

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

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

**Clause 8: Acceptance of the Goods**

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

- (a) the Vendor has already fulfilled the condition in Clause 7 (if any);
- (b) HPC has finished inspection of the Goods at the Delivery Address; and
- (c) such Goods are in compliance with the requirements and specifications set forth in the Contract.

**Clause 9: Warranty**

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

**Clause 10: Insurance**

Subject to the Applicable Incoterms, the Vendor has to provide the insurance for the Goods at its costs and expenses with the reputable and financially sound insurer acceptable to HPC. Unless otherwise instructed by HPC, the insurance policy to be provided by the Vendor shall be in accordance with the Institute Cargo Clause A (all risk) and shall cover, at a minimum, the contract price plus ten (10) per cent (i.e. 110%) in the currency of this Contract.

**Clause 11: Set-off**

HPC shall be entitled to set off against any sum payable by HPC to the 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 beneficiary 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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**Annex I :**  
Quotation (Excluding Tax)

# Annex I : Quotation of Slope Monitoring Radar System 1 Unit (Excluding VAT)

Item	Description	Unit	Quantity	Unit Price	Amount
1	Slope monitoring Radar tool set ..... ..... .....	..... ..... .....	..... ..... .....	..... ..... .....	..... ..... .....
2	Computer for processing and alarm ..... ..... .....	..... ..... .....	..... ..... .....	..... ..... .....	..... ..... .....
3	Software Features ..... ..... .....	..... ..... .....	..... ..... .....	..... ..... .....	..... ..... .....
4	Training at Hongsa Site and Other (if any) ..... ..... .....	..... ..... .....	..... ..... .....	..... ..... .....	..... ..... .....
5	Assembly, testing including commissioning at Hongsa site ..... ..... .....	..... ..... .....	..... ..... .....	..... ..... .....	..... ..... .....
6	Import/Export, Transportation and Other (if any) ..... ..... .....	..... ..... .....	..... ..... .....	..... ..... .....	..... ..... .....
	<b>Total</b>				
7	Maintenance fee Onsite maintenance fee 1st year Onsite maintenance fee 2nd year Onsite maintenance fee 3rd year Onsite maintenance fee 4st year Onsite maintenance fee 5st year	Time Time Time Time Time	4 4 4 4 4	..... ..... ..... ..... .....	..... ..... ..... ..... .....
	<b>Total</b>				

Remark : The Contractor shall be exempted from value added tax according to the Concession Agreement

## **Annex II :**

Specifications requirement of Slope monitoring radar system

HPC Requirement Specifications	Confirmation from Bidder
<b>1. Slope monitoring Radar tool set</b>	<b>1. Slope monitoring Radar tool set</b>
1.1 Slope monitoring tool Band .....	1.1 Slope monitoring tool Band .....
1.1.1 Radar Technology Synthetic Aperture Radar (SAR) Technology	1.1.1 Radar Technology ____ Synthetic Aperture Radar (SAR)
1.1.2 Frequency 9504.25 - 9600.75 MHz or 17.1 - 17.3 - GHz	1.1.2 Frequency ____ 9504.25 – 9600.75 MHz ____ 17.1 – 17.3 GHz.
1.1.3 Maximum range at least 5,000 m	1.1.3 Maximum range at least 5,000 m ( ) Yes ( ) No .....
1.1.4 Scan area 360 degree	1.1.4 Scan area 360 degree ( ) Yes ( ) No .....
1.1.5 Accuracy +/- 0.1 mm	1.1.5 Accuracy +/- 0.1 mm ( ) Yes ( ) No .....
1.1.6 Operating Temperature between -10°C and 50°C (or better)	1.1.6 Operating Temperature between -10°C and 50°C (or better) ( ) Yes ( ) No .....
1.2 Camera Panorama photo can interface with monitoring data	1.2 Camera Panorama photo can interface with monitoring data ( ) Yes ( ) No .....
1.3 Control system and data processing unit 1.3.1 Operating Temperature between -10°C and 50°C (or better)	1.3 Control system and data processing unit 1.3.1 Operating Temperature between -10°C and 50°C (or better) ( ) Yes ( ) No .....
1.3.2 Control and processing data of slope movement	1.3.2 Control and processing data of slope movement ( ) Yes ( ) No .....
1.4 Battery for monitoring tools Can be operate without electricity at least 8 hours.	1.4 Battery for monitoring tools Can be operate without electricity at least ..... hours.
1.5 Diesel generator set for charging battery to monitoring tools 1.5.1 Diesel generator and monitoring tools are compatible	1.5 Diesel generator set for charging battery to monitoring tools 1.5.1 Diesel generator and monitoring tools are compatible ( ) Yes ( ) No .....
1.5.2 Automatic start/stop diesel generator for charging	1.5.2 Automatic start/stop diesel generator for charging ( ) Yes ( ) No .....
1.6 Solar cell sets for charging battery to monitoring tools 1.6.1 Solar cell and monitoring tools are compatible (Propose detail according to the manufacturer's standard)	1.6 Solar cell sets for charging battery to monitoring tools 1.6.1 Solar cell and monitoring tools are compatible ( ) Yes ( ) No ..... Other detail .....

HPC Requirement Specifications	Confirmation from Bidder
<p>1.6.2 Control charging system and automatic charging (Propose detail according to the manufacturer's standard)</p>	<p>1.6.2 Control charging system and automatic charging ( ) Yes ( ) No ..... Other detail .....</p>
<p>1.7 Weather station Consists of weather parameter that are required to process slope monitoring data (Propose detail according to the manufacturer's standard)</p>	<p>1.7 Weather station Consists of weather parameter that are required to process slope monitoring data ( ) Yes ( ) No ..... Other detail .....</p>
<p>1.8 Data transfer via wireless network from monitoring tools and computer sever, 2 sets 1.8.1 Set 1 : Data transfer via wireless network without HPC network  1.8.2 Set 2 : Data transfer via wireless network into HPC network  (Proposs detail according to the manufacturer's standard)</p>	<p>1.8 Data transfer via wireless network from monitoring tools and computer sever, 2 sets 1.8.1 Set 1 : Data transfer via wireless network without HPC network ( ) Yes ( ) No ..... 1.8.2 Set 2 : Data transfer via wireless network into HPC network ( ) Yes ( ) No ..... Other detail ..... ..... .....</p>
<b>2. Computer for processing and alarm</b>	<b>2. Computer for processing and alarm</b>
<p>2.1 PC Workstation 1 unit 2.1.1 CPU I-7 Gen 13 : 64 bit 8-core, 16-thread, processor base frequency ≥3.7 GHz, cache memory ≥11 MB or better  2.1.2 RAM: ≥ 32 GB DDR4, ECC-DMM type  2.1.3 Graphic cards (GPU): NVIDIA Quadro with ≥ 5 GB DDR6 or better  2.1.4 Hard drive: Solid State Drive (SSD) M.2 ≥ 500 GB 2 units</p>	<p>2.1 PC Workstation 1 unit 2.1.1 CPU I-7 Gen 13: 64 bit 8-core, 16-thread, processor base frequency ≥3.7 GHz, cache memory ≥11 MB or better ( ) Yes ( ) No ..... 2.1.2 RAM: ≥ 32 GB DDR4, ECC-DMM type ( ) Yes ( ) No ..... 2.1.3 Graphic cards (GPU): NVIDIA Quadro with ≥ 5GB DDR6 or better ( ) Yes ( ) No ..... 2.1.4 Hard drive: Solid State Drive (SSD) M.2 ≥ 500 GB 2 units ( ) Yes ( ) No .....</p>

HPC Requirement Specifications	Confirmation from Bidder
2.1.15 Microsoft office license	2.1.15 Microsoft office license ( ) Yes ( ) No .....
2.2 Display Monitor 2 units - Monitor 32" IPS with Resolution $\geq$ 2K  - Smart TV $\geq$ 65" Resolution $\geq$ 4K and support HDR 1 Unit with HDMI $\geq$ 2 port, USB $\geq$ 1 port and Wi-Fi	2.2 Display Monitor 2 units - Monitor 32" IPS with Resolution $\geq$ 2K ( ) Yes ( ) No ..... - Smart TV $\geq$ 65" Resolution $\geq$ 4K and support HDR 1 Unit with HDMI $\geq$ 2 port, USB $\geq$ 1 port and Wi-Fi ( ) Yes ( ) No .....
2.3 Uninterruptible power supply (UPS) 1 Unit 1500 VA, 865 Watts or better	2.3 Uninterruptible power supply (UPS) 1 Unit 1500 VA, 865 Watts or better ( ) Yes ( ) No .....
2.4 Warranty 5 year from the date that inspection committee has already signed.	2.4 Warranty 5 year from the date that inspection committee has already signed. ( ) Yes ( ) No .....
3. Software Features	3. Software Features
3.1 Software name / Offering version 3.1.1 Perpetual license 3.1.2 Annual maintenance fee	3.1 ..... ( ) Yes ( ) No ..... ( ) Yes ( ) No .....
3.2 Software features 3.2.1 Automated Radar Station remotely controlled by base station, office PC or laptop 3.2.2 Display real time graphics status 3.2.3 Selection interest areas from display photographs on screen monitor 3.2.4 Display photographs 3.2.5 Display deformation pixel 3.2.6 Display graph tracking 3.2.7 Display graph deformation with time 3.2.8 Display graph Velocity 3.2.9 Display graph Inverse velocity 3.2.10 Display TrueVector map 3.2.11 Integrable with existing system	3.2 Software features 3.2.1 ( ) Yes ( ) No .....  3.2.2 ( ) Yes ( ) No ..... 3.2.3 ( ) Yes ( ) No .....  3.2.4 ( ) Yes ( ) No ..... 3.2.5 ( ) Yes ( ) No ..... 3.2.6 ( ) Yes ( ) No ..... 3.2.7 ( ) Yes ( ) No ..... 3.2.8 ( ) Yes ( ) No ..... 3.2.9 ( ) Yes ( ) No ..... 3.2.10 ( ) Yes ( ) No ..... 3.2.11 ( ) Yes ( ) No .....
3.3 Alarm system 3.3.1 Alarm notifications to Office PC 3.3.2 Alarm notifications to Email 3.3.3 Alarm notifications to other (if any)	3.3 Alarm system 3.3.1 ( ) Yes ( ) No ..... 3.3.2 ( ) Yes ( ) No ..... 3.3.3 ( ) Yes ( ) No ..... Detail .....
3.4 Data available upload to HPC network and Web browser	3.4 ( ) Yes ( ) No ..... .....



HPC Requirement Specifications	Confirmation from Bidder
3.5 Other regard software features	3.5 ..... ..... .....
<b>4. Training at Hongsa Site</b>	<b>4. Training at Hongsa Site</b>
4.1 Training on operate slope monitoring Radar system, installation, re-installation, basic troubleshooting, and maintenance at least 5 days	4.1 Training on operate slope monitoring Radar system, installation, re-installation, basic troubleshooting, and maintenance ( ) Yes ( ) No ____ days
4.2 Training on software using for data analysis and alarming system at least 5 days	4.2 Training on software using for data analysis and alarming system at least 5 days ( ) Yes ( ) No ____ days
4.3 Other training (if any)	4.3 Other training (if any) Detail .....
<b>5. Other</b>	<b>5. Other</b>
5.1 Delivery, Assembly lead time Delivery including assembly at Hongsa site shall be no later than 60 days after contract signing	5.1 Delivery, Assembly lead time Delivery including assembly at Hongsa site shall be no later than ____ days after contract signing
5.2 Please specify any other qualification of the Slope Monitoring Radar System which HPC has not specified	5.2 ..... ..... ..... ..... ..... .....

**Annex III :**  
Commercial bid.

**ANNEX II - COMMERCIAL BID - TABLE 3 : Slope Monitoring Radar System.**

Item	Description	Employer's Requirement (Requirements highlighted with yellow mark shall be strictly complied)	Vendor's Confirmation (Note: Please indicate your specific answer and do not just put "Okay" or "Confirmed")	Remarks
1	Delivery, Assembly Lead Time	Delivery including Assembly at Hongsa Site shall be no later than 60 days after contract signing, unless otherwise specified Execution Date in the Contract.		The proposal with the shortest lead time shall be primarily considered by HPC.
2	Radar license product	Slope Monitoring Radar license product .		
3	Test and Commissioning	The vender will be incoming for test and commissioning on Hongsa site.		HPC shall issue the Notice Proceed Letter one (1) month before the specified Start Date.
4	Delivery Term	DAP Hongsa Site (Incoterms® Rules 2020)		HPC shall only accept DAP Hongsa Site (Incoterms® Rules 2010).
5	Warranty	Warranty period shall be minimum of 5 Year after the issuance of Taking-over Certificate by HPC.		The proposal with the longest warranty time shall be primarily considered by HPC.
6	Terms of Payment	100% of the total price on Annex I, item 1 to 6 shall be paid after all products are delivered to the site, completely installed, pass all commissioning tests and training required including other work required under this TOR is completed as inspected and accepted by HPC.		
7	Credit Term	Payment shall be within 30 ±10 days after Goods Receipt and receiving of the correct Invoice by HPC, which are subject to the corresponding terms of payment and the company's payment cycle.		

**Annex IV :**  
Information of monitoring area



Figure 1 Location of Hongsa Power Project



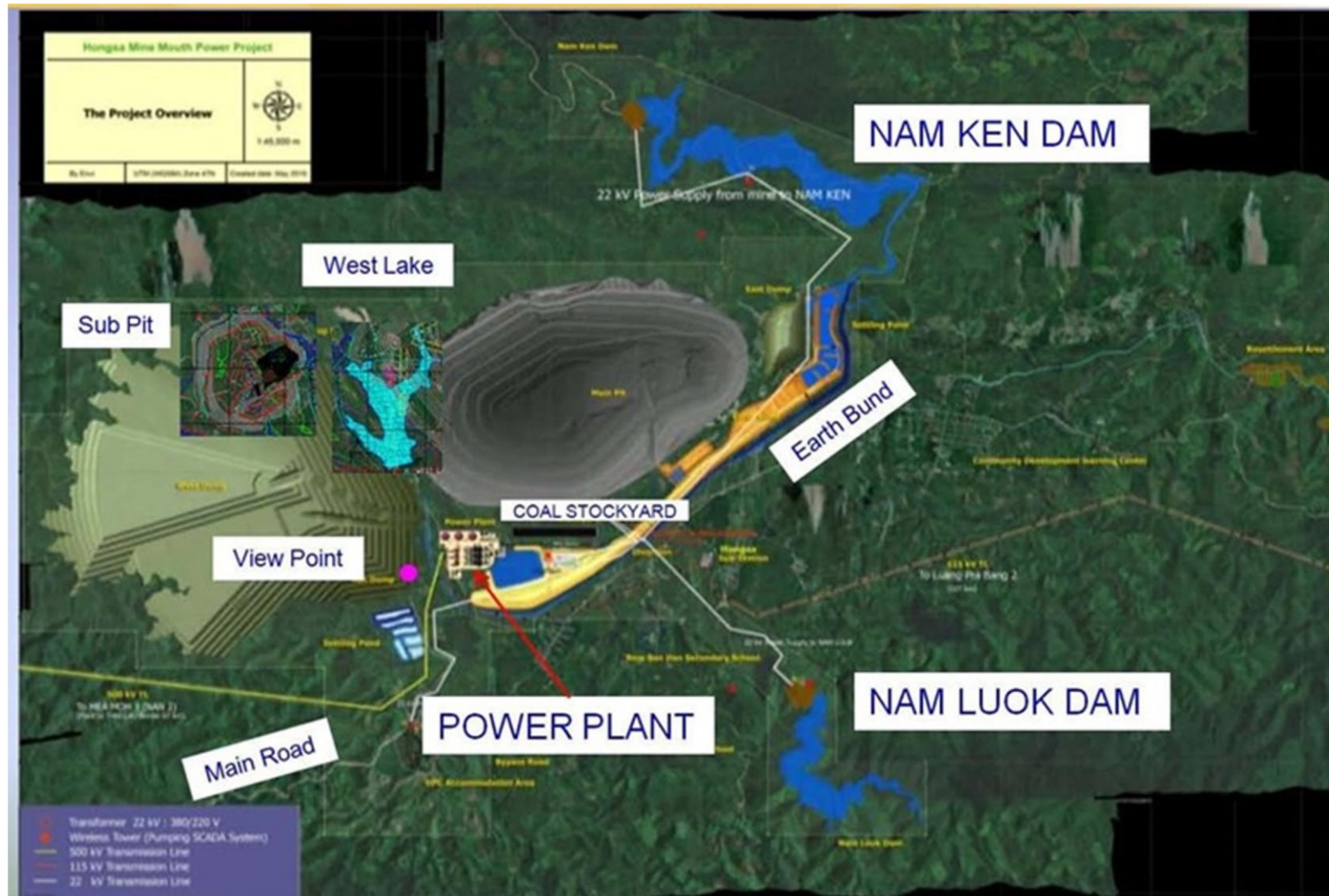


Figure 2 General Layout Hongsa Power Project



Figure 3 Location to install slope monitoring radar system