



TERMS OF REFERENCE (TOR)

WL2-WOM-TOR-2025-02

**Improvement Projects of Kew Ngew's Settling
Pond and Construction Drainage System for
MCA's Road in Y2025**

25th September 2025

Hongsa Power Company Limited

www.hongsapower.com

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1. BACKGROUND

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 Projects of Kew Ngew's Settling Pond and Construction Drainage System for MCA's Road in Y2025. 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 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 **10th October 2025**, provided that late submission of the Bid Proposal may not be considered under any circumstances.

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

Kind regards,

Mr. Narongrit Rachrongmuang

Chairman of Procurement Committee

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

2. OBJECTIVE

Hongsa Power Company Limited (the “HPC” or “Employer”) requires

Improvement Projects of Kew Ngew's Settling Pond and Construction Drainage System for MCA's Road in Y2025

With consist of 3 Work Items as follows.

Work Items	Details
Work Item 1	Gabion Construction for Diversion Channel Improvement
Work Item 2	Construction Gabion Wall Slope Protection for Diversion Outlet of Kew Ngew Settling Pond
Work Item 3	Construction Drainage System for Access Road (MCA & R2 Roads)

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 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 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 satisfy the following qualifications required by HPC:

- i. Have been invited and received the TOR Documents supplied by HPC.
- ii. Having at least 3 years of experience in the civil construction of Goods and/or Works specified herein.

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

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

- x. Not have a business, financial, personal, or other interests in HPC's activities, the project, or others that are related thereto. and
- xi. Have not been included in HPC's blacklisted companies.

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

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 aspects 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 4.1.20 (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 and 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 the 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 the Bid Proposal by the Bidders.

Currency, Language, and Bidding Process Fees

- The Bidding process should be quoted in currency **THB (Thai Baht) only**.
- Unless otherwise specified by HPC, all Bid proposals 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 find any discrepancies, errors, or omissions in the TOR Documents, or require clarification of the information specified in the TOR Documents, the Bidders shall notify HPC no later than **06th October 2025** in writing through e-mail.

HPC is going to respond in writing through e-mail (with a copy to others) to any notification that is received within **08th October 2025**. Inquiries for bidding or technical nature may be directed, in the first instance by e-mail to:

Project Owner: Mr. Atthawut Rakkhong

E-mail: Atthawut_r@hongsapower.com

Mobile No.: +856 202 3050248

Acceptance and Rejection of Bid Proposal

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

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

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

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

4.1.2 SCOPE OF WORKS

HPC has a desire to hire the contractor with the contract services, including but not limited to, materials cost, transportation cost, equipment cost, tool cost, testing cost, labor cost, auxiliary equipment and other related costs and expenses to the Construction of Improvement of Kew Ngew's Settling Pond and Construction Drainage System for MCA's Road in Y2025. As specification and drawing as set out in the attached drawing respectively to satisfaction of HPC, as related to Work Items below:

- **Work Item 1: Gabion Construction for Diversion Channel Improvement.**
 - i) The bidder shall complete the supply material (Gabion in total of 530 Ea. and Nonwoven geotextile 3,700 Sq.m) and construction of work item 1 on or before the Completion Date as agreed under this Agreement.
 - ii) The Bidder acknowledges and agrees that the length and related material requirements of the Gabion Construction for Diversion Channel is merely a preliminary estimate. In the event that at the time of completion, the employer requires the bidder to perform Work varies in amount or as designated, the bidder agrees to extend the time for completion, and the Employer agrees to pay at the unit price in respect of Work Item 1.

- **Work Item 2: Construction Gabion Wall Slope Protection for Diversion Outlet of Kew Ngew Settling Pond.**
 - i) The bidder shall complete the supply material (Gabion in total of 550 Ea. and Nonwoven geotextile 4,000 Sq.m) and construction of work item 2 on or before the Completion Date as agreed under this Agreement.
 - ii) The Bidder acknowledges and agrees that the length and related material requirements of the Construction Gabion Wall Slope Protection for Diversion Outlet of Kew Ngew Settling Pond is merely a preliminary estimate. In the event that at the time of completion, the employer requires the bidder to perform Work varies in amount or as designated, the bidder agrees to extend the time for completion, and the Employer agrees to pay at the unit price in respect of Work Item 2.

- **Work Item 3: Construction Drainage System for Access Road (MCA & R2 Roads)**
 - i) The bidder shall complete the supply material and construction of work item 3 on or before the Completion Date as agreed under this Agreement.
 - ii) The Bidder acknowledges and agrees that the length and related material requirements of the Construction Drainage System for Access Road (MCA & R2 Roads) is merely a preliminary estimate. In the event that at the time of completion, the employer requires the bidder to perform Work varies in length or as designated, the bidder agrees to extend the time for completion, and the Employer agrees to pay at the unit price in respect of Work Item 3.

4.1.2.1 RESPONSIBILITY

Scope of Responsibility

No.	Description	Responsibility		Remark
		HPC	Contractor	
1	Stone Rip Rap (only rock)	✓		
2	Site preparation works	✓		
3	Auxiliary Equipment (excavator, loader, others)		✓	Minimum 1 unit of excavator
4	Generator including fuel		✓	Minimum 1 unit of generator
5	Water		✓	
6	Leveling and scaling before works		✓	
7	Camp, store, site office, and others		✓	
8	SPR requisition		✓	
9	Progress report (Daily, weekly, Monthly and etc)		✓	
10	Safety and environment policy		✓	

4.1.2.2 SUPPLY PORTION

The Employer provides the technical specifications and drawings of the Kew Ngew's Settling Pond and Construction Drainage System for MCA's Road to the Bidders. The Bidders shall ensure the equipments and components to be supplied in accordance with the specification and meet the Employer's requirements as much as possible.

The works relevant to the Supply Portion shall be responsible by the Bidder shall include, but not be limited to the following:

- a) Provide the Bill of Materials (BOQ) with the equipment and components.
- b) Provide the Procurement Schedule for all of the materials to the Site and supply materials relating to the Works of each work item shall be considered and agreed by the Employer.
- c) Provide inland transportation of all foreign and local supplied equipment and materials to the Site and provide insurance until the final acceptance of the Work, and other conditions during shipment.
- d) Providing unloading, storing and protecting all these supplied materials shall be responded by the Bidder

4.1.2.3 CONSTRUCTION PORTION

The successful bidder shall complete the improvement Works for Kew Ngew's Settling Pond and Construction Drainage System for MCA's Road at New Dumping Area, Muang Nguen District, Xayabouly Province, Lao PDR. (the "Building Site"), and hand hand-over to the Employer at the Time for Completion as specified in the TOR Document.

The successful bidder shall be responsible at these costs and expenses for obtaining and maintaining any and all permits, approvals, licenses, and required in relation to the works performed strictly in accordance with any and all applicable legal and regulatory requirements.

The successful bidder shall ensure all labor is suitably skilled, qualified, experienced, reliable, and honest, including sole and exclusive responsibility for liabilities and obligations in relation to such labor.

The successful bidder shall assume full responsibility for the work until its Taking Over Certificate and shall be responsible for damage to or destruction of the work by the successful bidder or its subcontractor(s). In case of a labor dispute between the successful bidder and its employee(s), the Proponent shall be responsible for reconciling the matter at the earliest possible date with no claim against the Employer.

The successful bidder shall be responsible for ensuring compliance with any relevant and applicable health and safety and environmental laws and regulations. The Proponent shall ensure that working conditions and the working environment at the Building Site comply with all such rules and regulations.

4.1.2.4 PROGRESS REQUIREMENT

The successful bidder shall prepare the Monthly Progress Report for the Employer. The first report will cover the period until the end of the first calendar month following the Commencement Date.

The Monthly Progress Report shall be submitted monthly thereafter within seven (7) days after the last day of the related period.

- i) The Monthly Progress Report shall continue until the Completed all the work under the Installation Work.
- ii) The Monthly Progress Report shall include the details specified in environment and safety compliance.
- iii) Executive summary, special events that may impact or delay the completion of work, charts and detailed description of progress.
- iv) Photographs show the status of progress on the Building Site.
- v) Other matters as may be set forth in the Contract thereto or reasonably required from time to time by Employer.
- vi) The comparison between Planned and Actual of the Monthly Progress of the Construction Work.

4.1.2.5 WORK ACCEPTANCE

The successful bidder shall give a written notice requiring the Employer to inspect the Completion of the Construction Work not less than seven (7) days in advance. The Employer shall conduct the inspection in order to find any damages or defects.

In case the Employer finds any damage or defect caused by the Proponent, the Employer shall make a notice to inform the successful bidder at the time of such an inspection. If such damage or defect is a result of the successful bidder's mistake, the successful bidder shall make a correction without delay. If the successful bidder makes a correction completely, the Employer shall issue **the Acceptance Certificate**.

4.1.2.6 COMPLETION OF CONSTRUCTION WORK

the successful bidder shall give a written notice requiring the Employer to inspect the Completion of the Construction Works, the Employer shall be issuance of the **Taking Over Certificate** when the Proponent completes as follows;

- (i) Completion of all Work Items and agreed by the Employer; and
- (ii) The Works have been completed in accordance with the Employer's Requirement and completed within Time for completion.

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 Terms; and
 - 4.2) Part II: Work obligations and Technical Specifications
- 5) Bid Proposal Forms
 - 5.1) Annex I: Commercial Bid Form;
 - 5.2) Annex II: Price Bid Form;
 - 5.3) Annex III: Technical Bid Form; and
 - 5.4) Annex IV: Bidder Experience Form.

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 the official heading of the Bidder's company;
 - b) Printed copy of the completely filled-up Annex I (Commercial Bid Form) and Annex II (Price Bid Form); and
 - c) USB Flash Drive contains the PDF file of the Quotation and Excel File of the completely filled-up Annex I (Commercial Bid Form) and Annex II (Price Bid Form).
- ii. **Commercial Proposal and Technical Proposal Documents (Envelope 2)**
 - a) Printed copy of the completely filled-up Annex III (Technical Bid Form) and Annex IV (Bidder Experience Form);
 - b) Printed copies of Preliminary drawings, technical data sheets and other supporting documents specified in Part II (Documents Submission Form); and
 - c) USB Flash Drive contains the Excel File of the completely filled-up Annex III (Technical Bid Form) and Annex IV (Bidder Experience Form) including supporting documents, PDF files of Part II (Technical Specification) preliminary drawings and technical data sheets, and PDF files of other supporting technical documents.

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 in electronic format. However, the Bidders shall immediately return all TOR Documents and materials provided by HPC including copies to the 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 **two (2) separate sealed envelopes**:
 - a) **Envelope 1 (Price Proposal)**: This sealed envelope shall contain the Quotation and other Price Proposal Documents; and
 - b) **Envelope 2 (Commercial Proposal and Technical Proposal Documents)**: This sealed envelope shall contain Commercial Proposal and Technical Proposal Documents.
- ii. Prior to submission of the Bid Proposal, the Bidders shall thoroughly review and study the entire Bid Documents as well as the attachments and deeply comprehend with the conditions as stipulated herein.
- iii. The original copies of the Bid Proposal shall be sealed and labeled in the envelopes by the Bidders according to the following details:

“The Procurement Committee of Improvement Projects of Kew Ngew's Settling Pond and Construction Drainage System for MCA's Road in Y2025”

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 **10th October 2025**.

Hongsa Power Company Limited

Attention: Phannipa Kiatbumrung
(Division Manager - Procurement)
3/37-38 Woravichai Road, Nai-Wiang
District, Muang Nan, Nan Province
55000. Thailand

Or

Hongsa Power Company Limited

Attention: Phannipa Kiatbumrung
(Division Manager - Procurement)
Phonchan Office, Hongsa District,
Xayaboury Province, Lao PDR.

However, the determination of the deadline for proposal submission above, Employer reserves the right to consider, as deemed appropriate, any proposal submitted by the Bidder later than an above specified time, if such Bidder notifies a reason for the late submission to Employer for its consideration no later than **8th October 2025**.

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 I (Commercial Bid Form)** of this TOR under Incoterms® 2020, provided that the applicable Place of Delivery is varied accordingly to each term below:

Place of Delivery

Delivered Duty Paid (DDP): Mine Inventory Warehouse, Hongsa District, Xayaboury 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 and may be adjusted by the Employer to fit the schedule of the Improvement Projects of Kew Ngew's Settling Pond and Construction Drainage System for MCA's Road in Y2025 or as the date specified in **Part II (Technical Specification)** of this TOR.

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

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 expectations of the specifications and requirements inherent in the proposed Bid Proposal.

Any Bidder who submits 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 the Bid Evaluation Process shall be as follows:

Bid Opening

- i. The Bid is going to be opened after 05:00 PM on the next date of the closing date of Bid Submission, provided that the Bid Opening is internally done in private.
- ii. In the event that any Bid Proposal is received after the time set for the receipt of Bid Submission, the Bid Proposal may be returned, unopened, or retained for consideration entirely at the discretion of HPC.
- iii. Related information from the examination, clarification, and evaluation of Bid Proposals and recommendations concerning the award is 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 in the examination, evaluation, and comparison of the 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 aspects 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 the 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 III (Technical Bid Form) of this TOR; and
 - b. The Bidder's submission shall include all required preliminary technical documents, ensuring completeness and compliance with Part II - Technical Specification of this TOR (Print out and signed).
- iii. Commercial Bid Evaluation
 - a. The completeness and conformance of the Bidder with the commercial requirements as specified in Annex I (Commercial Bid Form); and
 - b. The Experience with the requirements detail as specified in Annex IV (Bidder Experience Form)
 - c. HPC reserves the right to consider any portion of such commercial bid in its entire benefit;
- iv. Price Bid Evaluation
 - a. The Price of Goods for all relevant costs and expenses proposed by the Bidder as specified in Annex II (Price Bid Form).
 - b. HPC reserves the right not to accept the lowest price or any portion of the price or the entire proposed price.

Bid Evaluation Process

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

- i. If the rates and prices specified in the Price Bid Proposal are non-conformance with the information provided in the TOR Documents or is not reasonable and inconsistent with any of the types, sizes, or 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 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 the 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

The Bid Proposal shall remain valid for a minimum period of Sixty (60) days from the expiration of the proposal submission date as specified in Annex I (Commercial Bid Form) of this TOR.

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 successful Bidder warrants to HPC that title to the Goods shall pass to HPC with good and clean title thereof after the Goods have been delivered to the site and accepted by HPC. At the time of passing title to HPC, the Goods will be of good quality and free from any defects in materials, workmanship and title.
- ii. The successful Bidder shall warrant the proper functionality of the Goods and/or Works for not less than the required Warranty Period specified in Annex I (Commercial Bid Form) of this TOR starting from the date immediately following the date of acceptance of the Goods and/or Works by HPC as evidenced by **the Taking Over Certificate** (the "**Warranty/Defect Notification Period**").
- iii. The successful Bidder shall provide HPC the Warranty Certificate stating the warranty conditions and claim policies for the Goods and/or Works as a prerequisite prior to processing of the final payment.
- iv. In relation to repair or replacement parts furnished under the accepted Warranty Claim by the successful Bidder, the relevant Warranty Period shall, in relation to such repaired or replacement parts, be extended for a further period of one (1) year from the date such repaired, or replacement parts are furnished.
- v. In case the successful Bidder does not rectify such defect, HPC shall reserve the rights to rectify and/or remedy by itself at the successful Bidder's costs and expenses.
- vi. At any time during the warranty period, HPC has the right to examine, inspect, and test the performance of Goods and/or Works. The result of such inspection and testing of Goods and/or Works shall be satisfied to HPC with the required warranty conditions as stipulated in.

4.1.9 TERM OF PAYMENT

- i. The Term of Payment shall be on a Monthly Payment Basis and shall be made to the successful Proponent upon the satisfactory completion of the Works, as accepted by HPC and evidenced by the Acceptance Certificate for the Monthly Inspection, in

accordance with the relevant payment percentage as specified in the following conditions:

No.	Key Milestone	Percentage of relevant Payment	Details of Completion of Work
1	Work Item 1: Gabion Construction for Diversion Channel Improvement	Progress Payment on a Monthly Basis	Payment Conditions; Single payment upon i.completion of the Works and ii.Received an Acceptance Certificate/Taking-over Certificate from HPC.
2	Work Item 2: Construction Gabion Wall Slope Protection for Diversion Outlet of Kew Ngew Settling Pond	Progress Payment on a Monthly Basis	Payment Conditions; Single payment upon i.completion of the Works and ii.Received an Acceptance Certificate/Taking-over Certificate from HPC.
3	Work Item 3: Construction Drainage System for Access Road (MCA & R2 Roads)	Progress Payment on a Monthly Basis	Payment Conditions; Single payment upon i.completion of the Works and ii.Received an Acceptance Certificate/Taking-over Certificate from HPC.

- ii. In consideration of payment progression, it shall be payable to the successful Bidder in compliance with the conditions for payment terms specified in Annex I (Commercial Bid Form) of this TOR.
- iii. Subject to this TOR, all payments for the Goods payable to the successful Bidder shall be made as the following conditions:

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

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

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

In this regard, when there is the case that such submitted invoice is incorrect of the work performed or goods procured are 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 have been procured in compliance with the requirements thereof; and that the revised invoice is re-submitted to HPC within the end of such month.

- iv. Payments shall be paid to the successful bidder within 30 days after receiving the relevant Invoice by the Employer, which is subject to the corresponding terms of payment specified herein and the Employer's standard payment cycle as mentioned above.

- v. The Bidders shall specify the proposed Term of Payment as stated in Annex I (Commercial Bid Form) for each Work Item of this TOR. The proposal that will comply with the preferred Payment Terms without L/C or Advance Payment shall be primarily considered by HPC.
- vi. The Credit Term for processing the payment shall be as specified in Annex I (Commercial Bid Form) for each Work Item of this TOR, which is subject to the company's payment cycle.
- vii. The Final Payment shall be made after the Construction Work has been completed and the Taking Over Certificate has been issued for the Construction Work by the Employer, including the Site has been made clean and tidy, all documents related to tax, importation duty, and the working permit shall be cleared by the Successful Bidder.
- viii. the Price adjustment for Lao Bidder, the Employer shall be paid in Lao Kip Currency for Works: HPC shall use the foreign exchange rate adjustment adjusted Unit Price in the relevant month as following the formula.

$$P_m = \text{Unit price in THB} \times \text{Ex}$$

where;

P_m = adjusted Unit Price in the relevant month in Thai Baht per Unit for the relevant work carried out in that month.

Ex = the foreign exchange rate at the buying rate on the last business day of the current month quoted by the BCEL Bank.

4.1.10 PERFORMANCE SECURITY

Bid Security

Not Applicable.

Advance Payment Bond

Not Applicable

Performance Bond

Not Applicable.

4.1.11 RETENTION MONEY

The successful Bidder shall guarantee all of the Works within one (1) year after the employer issuance of the **Acceptance Certificate/Taking-over Certificate**.

Provide that, the HPC shall deduct and retain at least ten (10) percent of each payment payable to the successful Bidder until the total amount of money retained by the HPC reaches ten (10) percent of the Contract Price as a security for the warranty given under the agreement by the successful Bidder (the "**Retention Money**").

The Retention Money shall be returned, without any interest, to the successful Bidder within thirty (30) days after (i) the Warranty Period has elapsed and (ii) the successful Bidder has

been discharged from all responsibilities or obligations under the Agreement and then the Employer will issuance the Certificate of Quality After Warranty.

4.1.12 GOOD ENGINEERING PRACTICES / NATIONAL OCCUPATIONAL STANDARD

Not Applicable.

4.1.13 ENTER INTO CONTRACT

- i. After the Bidding Process has been completed as specified in Sub-Clause 4.1.20 (Bidding Schedule) herein, the Letter of Award (LOA) shall be issued by HPC to the successful Bidder to advise it of HPC's intent to award a contract of this project prior to entering into the contract thereto.
- ii. The parties are responsible for preparing the contract upon the terms and conditions as preliminary set forth in relation to this Agreement.
- iii. 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 with under a) HPC Concession Agreement and b) Lao PDR Laws.

4.1.14 CONFIDENTIALLY AND INTELLECTUAL PROPERTY

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

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

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

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

4.1.15 CONTACT PERSONS

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

Commercial Part

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

Technical Part

Contact Person: Mr. Atthawut Rakkhong
(Head of Infrastructure Team – WL2 Operation Management)
E-mail: Atthawut_r@hongsapower.com
Contact No.: +856 202 3050248 (Lao P.D.R.)

4.1.16 SITE VISIT

Not applicable

4.1.17 KEY PERSONNEL

Not Applicable.

4.1.18 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 under DDP Incoterms® 2020 as specified in Annex I (Commercial Bid Form) and Annex II (Price Bid Form) of this TOR.

4.1.19 HPC'S GENERAL OBLIGATIONS

- i. Unloading of the Goods upon arrival of the delivery vehicle in the Place of Delivery at Hongsa Site will be the responsibility of HPC under DDP Incoterms® 2020.
- ii. HPC shall provide the required auxiliary equipment, tools and manpower to support the unloading of Goods from the delivery vehicle to the Place of Delivery at Hongsa Site.

4.1.20 BIDDING SCHEDULE

HPC shall endeavor to adhere to the following schedule:

No.	Event	Estimated Date
1	TOR Documents Issuance	4 th October 2025
2	Bid Proposal Submission	10 th October 2025
3	Bid evaluation, examination and negotiation	12 th October 2025
4	Vendor Selection and Award	14 th October 2025
5	Signing Contract	20 ^h October 2025
6	Tentative Execution Date	01 st November 2025
7	Tentative Completion Date	31 st December 2025

Remarks:

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

4.1.21 TAX AND DULY PROVISIONS

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

No.	Lao Taxes	Privileges Granted
1	Corporate Income Taxes	The successful Bidder shall be responsible for paying any applicable Corporate Income Taxes is required under the laws of Lao PDR.
2	Business Turnover Tax	Exempted for all non-Lao domiciled, the successful Bidder and Subcontractors.
3	Value Added Tax	<p>The following items will attract a 0% VAT rate for all non-Lao domiciled, the successful Bidder and Subcontractors:</p> <p>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</p> <p>b) all spare parts, chemicals, lubricants and other similar consumables imported into the Lao PDR by the successful Bidder or Subcontractors in the name of HPC for use in connection with the Project.</p> <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 Bidder 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> <p><u>Trucks and Construction Vehicles</u></p>

No.	Lao Taxes	Privileges Granted
		<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 Bidder 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>

4.1.22 ACCEPTANCE AND DELIVERABLES

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

- i. HPC shall have a maximum of seven (7) days following of the Date of Delivery to inspect and examine the delivered Goods at the place of delivery; and
- ii. If all the Goods delivered have met the specifications and requirements set out as stated in the TOR Document and contract thereto, HPC shall issue the Acceptance Letter within seven (7) days thereafter.

4.1.23 ISO CERTIFICATION

1. ISO Certificate i.e. ISO 140001, ISO 45001, ISO 9001, OHSAS 18001 or other related ISO certificate (if any) of the Proponent or products and materials to be used on the goods and/or work;
2. Material Safety Data Sheets (MSDS) in case of the use of chemical products on the goods and/or work (if any); and
3. Related applicable Environmental Mitigation Measures, Control Plan, Rules and Regulations in place including Emergency Response Plan, work procedures or instruction relevant to environmental risks/hazards or impacts associated with the work and services to be provided (if any).

4.1.24 COVID-19 PREVENTION MEASURES

The successful Bidder shall strictly comply with COVID-19 prevention measures as stipulated by the government of Lao PDR, Hongsa District and HPC's policies while the successful Bidder including its personnel or agents staying and/or performing the works in Hongsa Site.

The successful Bidder shall be fully aware of the known business conditions through this Covid-19 pandemic crisis and shall not be released to the full extent of the provisions under the Contract contributed to the Covid-19 pandemic crisis.

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

In case that the Mining Area had been announced as Lock Down Area due to Covid-19, access to working area by passing to Main Gate 2 will be prohibited. For this circumstance, the successful Bidder have to prepare their own accommodation or other facilities which are required to complete the works as specify in the contract at the area inside the Mining Area which will be provided by HPC.

4.1.24 TOR DOCUMENTS DISCREPANCIES

In any event of any discrepancies, the documents to prevail shall be given precedence in the following order: (i) the Part I: General Terms, (ii) Annex I: Commercial Bid, (iii) Annex II : Price Bid of this.

4.2 PART II – WORK OBLIGATIONS AND TECHNICAL SPECIFICATIONS

4.2.1 BIDDER'S PARTICULAR WORK OBLIGATIONS

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

- i. The successful Bidder shall submit the required technical documents and other documents as specified in Part II (Technical Specification) to HPC for review and approval within fourteen (14) days after the issuance date of the Purchase Order.
- ii. Notwithstanding to the contrary, if the required documents specified in Part II (Technical Specification) are required by HPC to be submitted by the successful Bidder prior to making payment for such an invoice, submission of such documents shall be part of the condition's precedent to HPC making the corresponding payment for such an invoice.

4.2.2 HPC'S PARTICULAR WORK OBLIGATIONS

- i. Reviewing and approval of technical documents and other requested documents required by HPC from the successful Bidder as specified in Part II (Technical Specification) of this TOR.