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INVITATION FOR BID PROPOSAL

Inbound and outbound transportation between Thailand (except Nan) and Laos

On behalf of Hongsa Power Company Limited (the "HPC"), I am pleased to invite you to propose the HPC Co-Working Space for Hongsa Mine Mouth Power Plant, located in Hongsa District, Xayabouly Province of the North-West of Lao PDR.

HPC 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.

Regarding the procurement **Inbound and outbound transportation between Thailand (except Nan) and Laos**, the Bid Proposal shall be submitted as specified in this TOR and shall be lodged in the reception of the procurement, not later than 05:00 PM Laos Standard Time (LST) on the closing date **30 April 2026** provided that late submission of the Bid Proposal may not be considered under any circumstances.

Currently, HPC operates power plant stations for 5 years foregoing commercial operation since 2015. The Bidders can access and view our certain commitment and information at the HPC's website www.hongsapower.com. In addition, the Bidders may request additional information for the performance of Bid Proposal during the event.

Kind regards,

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

INTRODUCTION AND BACKGROUND

Hongsa 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 includes all the project facilities related thereto (together, the "**Hongsa Project**") in the National Power Development Program of Laos.

Since the Hongsa Project comprises, not only the Power Plant but also 500 kV Transmission Lines, 500 kV Substation, 115 kV Substations, Coal Mine, 2 Dams and Water reservoir so that varieties of equipment, spare parts, and tools for the Hongsa Project.

On the whole, this Term of Reference (the "**TOR**") is orderly prepared to provide enquiries and invite potential suppliers for the Bidding Process by following the intention of **Inbound and outbound transportation between Thailand (except Nan) and Laos.**

OBJECTIVE

Hongsa Power Company Limited (the "**HPC**" or "**Employer**") requires hiring service providers to process transportation from original to destination point and custom clearance at Thai as identify by HPC (collectively referred to the "**Work**") provided that the scope of work, terms and conditions on the matters follow the HPC's requirements, having standard, quality, and immediate readiness for using.

The Scope of Work will broadly to be further performed as the following:

The service provider shall carry out and complete the local transportation and custom clearance formalities services. The scope of work is to be undertaken by the service provider represents it has full knowledge and understanding of its duties and obligations. The service provider shall perform the services promptly as following tasks:

1. Inland transportation service from the point of delivery to destination point as identify by HPC such as Bangkok Metropolitan, Eastern, North Eastern, Northern, Western, etc. except Nan to Hongsa. And re-export transportation service from Hongsa to Bangkok Metropolitan, Eastern, North Eastern, Northern, Western, etc.
 - 1.1 Ready to transportation ontime
 - 1.1.1 for regular process: HPC will advise transportation plans **2 days** in advance. (Example: inform Monday, need transportation by Wednesday)
 - 1.1.2 for emergency process: HPC will advise emergency transportation plan **immediately** or in advance **1 day**. (Example: inform Monday, need transportation by Tuesday)
 - 1.2 Coordinate with HPC's suppliers (Seller), to ensure goods will be picked up and transported without delay for receiving and visual checking as INCOTERMS on pre-alert email such as
 - 1.2.1 Packaging visual checking
 - 1.2.2 Packaging quantity count
 - 1.3 Ensure the drivers have driving licenses aligned with the vehicle type before service.
 - 1.4 Maintain the vehicles timely to ensure the vehicles are always in good condition and align with international transportation rules.
 - 1.5 Ensure vehicle tax and insurance as specified in clause 4.1.7 Insurance are not expired while service.

- 1.6 Ensure the serviced vehicle has the fire extinguisher and chemical absorber and ready for use in case for fire and spill.
- 1.7 Perform loading from the pick-up point and take photos of cargo / lashing for reference.
- 1.8 Perform lashing to avoid damage while transporting.
- 1.9 Perform documentation received from the suppliers such as Invoice, Packing List etc. at the delivery point and submit it to HPC's representative for recording.
- 1.10 Coordinate with customs broker which is awarded by HPC in order to confirm actual items to align with customs formalities declaration.
- 1.11 Transportation service shall be in timely manner to avoid any potential delays or costs. The Service provider should keep informing HPC of any unpredictable event that will affect the delay and cost of process. Survey main route of transportation and alternative routes are required in case disable transport by main route that will not affect cost.
- 1.12 Support unloading at destination and taking photos in order to compare the quantity and condition after transporting with photo in clause 1.6
- 1.13 If damage occurs such as packaging damage or missing quantity according to the relevant shipping document (Invoice/ Packing List etc.), the Service provider shall immediately inform the HPC's representative to consider for the next process.
- 1.14 Ensure handle the emergency situation by exercising yearly emergency drill.

However, HPC reserves the right to accept or reject all or any parts of the Bid Proposal without assignment of any reasons whatsoever.

In order to support services provider cost calculation most likely, HPC shall provide actual historical data of transportation in ANNEX 1 but HPC cannot guarantee the volume of whole year contract. The service provider cannot claim HPC any loss from the discrepancies.

Besides, HPC is also entitled to verify all statements, information, and documents submitted by the Bidders in response to 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.

Currency and Language

- All prices in the Bid Proposal should be quoted in Thai Baht.
- 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 be prevail.

Bidding Process Fees

The Bidders are required for **the Bid Bond at the amount of 150,000 THB** by submitting the proposal within 30 April 2026.

- The bidder who does not win the bid, can request to return the bid bond after receipt of the bid result letter 15 days.
- The bid bond shall be returned to the winner after contract signed and performance bond at the agreed amount is summitted.

ELIGIBLE BIDDERS

The bidding is opened to all firms, either alone or in joint-venture or in consortium (jointly and severally responsible) satisfied with the required qualifications by HPC as the following: (HPC allows the Bidder to propose the sum of its corporations)

Transportation service

- i. Having at least 1 year of experiences for transportation services in Thailand. (If have experience for transportation to Lao PDR will be advantage)
- ii. Having own or partner trucks fleets
- iii. Having own or partner valid license for international transportation services.
- iv. Having own or partner area or space for drop point of over-size or heavy product at Nan province, Thailand.

What's more the Bidders shall:

- i. Being a juristic person, duly and legally incorporated.
- ii. Having the business objective in carrying on related to TOR's objective (supply and/or services).
- iii. Having the legal authority to execute the Bid Proposal according to this TOR.
- iv. Not being bankrupt or liquidated.
- v. Having adequate finances to perform the scope of work as described in this TOR.
- vi. Never breach of contract/agreement or any work to HPC, HPC's counterparties or HPC's suppliers or contractors.
- vii. Not sharing any collusive information with other Bidders and committing any action in obstruction of the fair competition.
- viii. No having business, financial, personal, or other interests to HPC's activities, the project or others that related thereto.

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

4.1 Part I: General term

4.1.1 BIDDING PROCESS AND CONDITION OF BID

Bidding Process

The TOR Document is to distribute to the Bidders by e-mail or USB flash drive and/or HPC 's website. The Bidders shall propose the Technical and Commercial approach based on the information provided, guidelines scripts and table from HPC or specified herein. The Bidders shall submit to HPC in accordance with the schedule as specified in Clause 4.1.19 (Bid Schedule).

Addenda

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

An addendum may be notified in writing, facsimile transmission, or e-mail. HPC may, in its discretion, extend the Bid period to allow the Bidders for consideration the addenda.

The Bidders shall formally acknowledge 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 paying any costs and/or expenses as incurred by any preparation and submission of the Bidders.

Discrepancies, Errors, Question and Omissions

If bidder finds any discrepancy, error, or omission in, or requires clarifications of the TOR, shall notify HPC no later than **20 April 2026** in writing.

Enquires of Bid or technical nature may be directed, in the first instance by e-mail to:

To : Phannipa Kiatbumrung

E-mail: Phannipa_k@hongsapower.com

Tel.: + 856 20 5244 1809

Acceptance and Rejection of Bid Proposal

HPC reserves the right, at its sole discretion, to accept the proposal that is most responsive and best offer, or to reject any or all proposals, or to waive minor irregularities and informalities in any proposal submitted. HPC will reject any proposal, which at its judgment, is not responsive. Notwithstanding, HPC shall not be bound to award a contract to the Bidder who has submitted the lowest price proposal. On the other hand, HPC will take into account all evaluating factors and other factors such as compliance with the TOR Documents, technical and financial qualification, capability of the Bidder, and other related matters such as HPC deems appropriate to execute the works promptly and vigorously in such manner as to secure Work and/or completion within the timeframe specified.

Moreover, HPC also reserves the right to separate its order into several purchase orders for different amounts and/or for the selected items to different Bidders and/or to remove any part of scope of Work specified herein and in the TOR Documents after the Bid Evaluation process is completed in order to fulfill its business profit and budget utilization plan.

Ultimately, HPC reserves the right to cancel proposal submission by all Bidders on date and time as designed in TOR due to necessitates the change in our procurement plan.

4.1.2 TOR DOCUMENTS

The TOR Documents shall be issued by HPC for the Bid Proposal as comprised of the document lists as the following together with other documents that are required by the conditions to be submitted by the Bidders with Bid Proposal:

1. Invitation for Bid Proposal
2. Introduction and Background
3. Bidding Process and Conditions of Bid
4. HPC's Requirements
 - a) Part I: General Terms; and
5. Bid Proposals
 - a) Annex I: Price Bid Form.
 - b) Annex II: Technical Bid Form.
 - c) Annex III: Commercial Bid Form.
6. Schedule to TOR Document

- Schedule I: CA Requirements and Compliances
Schedule II: General Conditions of Contract

4.1.3 REQUIRED BIDDER SUBMISSION DOCUMENTS

Notwithstanding, the Bidders shall submit the following documents but not limited to:

i. Price Proposal Documents (Envelope 1)

- a) Quotation.
- b) USB Flash Drive contains the PDF file of the item **Error! Reference source not found.** and Excel File of [Annex I- Price Bid Form].

ii. Technical Proposal Documents (Envelope 2)

- a) Printout of the completely filled-up [Annex II- Technical Bid Form and Annex IV- Documentation Form];
- b) Other necessary supporting documents (if any); and
- c) USB Flash Drive contains the Excel Files of [Annex II- Technical Bid Form and Annex IV- Documentation Form] and PDF file of the item a) **Error! Reference source not found.** b).

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 there is a Power of Attorney, if any
- g) Company profile, reference project list, and other documents required by HPC.
- h) Company Organization Chart.
- i) The last Financial Statement Audited. (Upon HPC request)
- j) ISO 9001, ISO 14001, ISO 45001, and OHSAS 18001 Certificates (if any); and
- k) USB Flash Drive contains the Excel File of [Annex III – Commercial Bid Form] and PDF Files of Items a) to j).

Provided that, the above documents must be certified by the authorized person(s) and affixed with the company seal of the Bidder.

HPC provides the Bidders one (1) completed set of TOR Document as electronic format.

However, the Bidders shall immediately return all TOR, and materials provided by HPC and copies thereof at Procurement Division in Hongsa as the following:

- i. If a party invited to Bid, determines that it will not do so;
- ii. If a Bidder notified by HPC, the Bid has been unsuccessful.
- iii. Upon request in writing by HPC.

4.1.4 SUBMISSION OF BID PROPOSAL

1. The Bid Proposal shall be submitted to HPC in three (3) separate sealed envelopes:
 - i. **Envelope 1 (Price Proposal):** sealed envelope shall contain the quotation together with the Price Proposal Documents.
 - ii. **Envelope 2 (Technical Proposal):** sealed envelope shall contain the quotation together with the Technical Proposal Documents; and
 - iii. **Envelope 3 (Commercial Proposal and Corporate Documents):** sealed envelope shall contain the quotation together with the Commercial Proposal Documents.
2. Prior to submission of the Bid Proposal, the Bidders shall thoroughly review and study the entire the Bid Documents as well as attachments and deeply comprehend of the conditions as stipulated herein.
3. The Bidders shall seal the original of the Bid Proposal in the envelopes address to:

“Ms. Phannipa Kiatbumrung”

Bid Proposal for Inbound and outbound transportation between Thailand (except Nan) and Laos

✶.

and label the envelope as follow:

Envelope 1: Price Proposal

Envelope 2: Technical Proposal

Envelope 3: Commercial Proposal

The submission of the Bid Proposal shall be addressed to HPC's personnel and office address as provided, no later than 05:00 PM local time on the date of **30 April 2026**.

4. The lodgment of Bid Proposal Submission
Bid Proposal shall be enclosed with a sealed envelope and addressed to:

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

5. For the determination of the deadline for the Bid Proposal Submission, any documents submission by the Bidders later than the date of **1 May 2026**. HPC reserves the right to consider as deem appropriated either reject or receive such delay Bid proposal Submission.

4.1.5 DELIVERY AND SHIPMENT (delivery Portion)

N/A

4.1.6 BID EVALUATION PROCESS

Bid Evaluation Process

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

Besides, the Bidders are required to clearly identify limitations and expectations of the specifications and requirements inherent in the proposed Bid Proposal.

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

The conditions of Bid Evaluation process as the following:

Bid Opening

- i. Bid is going open after 05:00 PM on the next date of closing date for Bid Submission date, provided that the Bid Opening is internally private.
- ii. In the event that Bid received after the time as set for the receipt of Bid Submission may be returned, unopened or retained for consideration entirely at the option of HPC.
- iii. Related information to the examination, clarification and evaluation of Bid and recommendations concerning the award is confidential to HPC, who shall be under no obligation to disclose the information to any 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 Bidders for clarification of their Bid Proposal. However, the requested clarification and response shall be in writing and no change in the Price or substance of Bid Proposal, shall be sought, offered or permitted.
- ii. The Bidders may be requested to participate the Bid Evaluation meeting at the site in Laos, Nan Office in Thailand, or Tele-Conference (if any).
- iii. HPC may waive any informality in any received Bid Proposal and reject any and/or Bid Proposal without assigning reasons, therefore.

Right to Negotiation

- i. HPC may in its discretion to 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 Proposal, 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 Awarded Bidder selection is listed as the following:

- i. Qualification of Bidder

The complete and qualified criteria of the following documents, include but not limited to bidder's profiles and experiences, financial statement and current asset value, statement of capability, team members and proposed safety, system and procedures.

- ii. Technical Evaluation
 - a. The completeness and conformance of the technical specifications and requirements confirmation as specified in Annex II- Technical Bid Form;
- iii. Commercial Evaluation
 - a. The completeness and conformance as specified in Annex III- Commercial Bid Form.
 - b. HPC reserves the right for consideration in any portion of such commercial for the entire benefit of HPC.
- iv. Price Evaluation
 - a. Price of Works for all relevant costs and expenses as specified in Annex I- Price Bid Form.
 - b. HPC reserves the right not to accept the lowest price or any portion of the price or the entire proposed price.

Bid Evaluation Process

- i. Examination of the Bidders' Proposal

Upon the Bidders qualified the non-price aspects, HPC considers and examines to price proposal evaluation by using the result from the scoring criteria as solely designed and specified by HPC.

 - a. If the rates and prices specification of the price proposal are non-conformance with the provided to the Bid Document or is not reasonable or inconsistent with any type, size, dimension of Works or services to be further supplied, HPC may disqualify such Bidders.
 - b. In consideration of assessment the appropriated bidder of enter the Contract, HPC shall entitlement 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 Proposal or enter the Contract with the Bidder in case of the evidence is not appropriated and/or incorreced.
 - c. HPC still reserves the right to reject the lowest Price Proposal or some portion of the price or the entire Price Proposal at its own determination on basis of the best benefit of HPC.
 - d. If the lowest proposed Bidder submits low price beyond expectation, which may likely result in the inability for the Bidder to perform, HPC may request the Bidder to explain and present evidence, which will increase the credibility of the ability of that Bidder to fully fulfill his obligations. If the explanation is not reasonable or justifiable, HPC, at its own discretion, is entitled to reject the proposed price of that Bidder.
 - e. The bidder acknowledged and accepted that the selection process is fully authority by HPC's its own decision.

Bid Proposal Validity Period

Bid Proposal shall remain valid for a period of 120 days from the expiration of the proposal submission date. The bidder has to specify the validity in Annex III.

4.1.7 Insurance

Before Service provider commence their work or services, the Service Provider shall obtain and ensure to obtain and maintain, at its own costs and expense, the insurances referred below.

The insurance amounts indicated here below are minimum requirements and not limits of liability, and they shall not be construed as HPC's consent to waive its financial liability in excess of the amounts set forth, except as otherwise agreed by both parties.

- (a) Comprehensive General Third-Party Liability and Property Damage Insurance, including Pollution Insurance, with a limit of not less than THB 1,000,000 (One Million Thai Baht) combined single limit any one occurrence.

4.1.8 PAYMENT

1. HPC shall pay the service provider after completion of the work.
2. Subject to this TOR, all payments for the services payable to the 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 10 of the following months.

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 Works has been procured in compliance with the requirements thereof; and that the revised invoice is re-submitted to HPC within the date of 15 of such month.

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

In this regard, when there is the case that such submitted invoice is incorrect of the work performed or Works 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.

3. the bidder shall be as specified its payment term in [Annex III – Commercial Bid Form of the TOR Documents] but the proposal that will be complying with the preferred Payment Terms without L/C or Advance Payment shall be primarily considered by HPC.
4. The Credit Terms for processing the payment shall be as specified in [Annex III – Commercial Bid Form of the TOR Documents], which are subject to the company's payment cycle.

4.1.9 Security

4.1.9.1 ADVANCE BOND

N/A

4.1.9.2 PERFORMANCE BOND

The Contractor shall submit performance bond at the amount of **THB 1,500,000** to warrant their performance among the contract period (1 year) before the contract sign.

4.1.9.3 WARRANTY BOND

N/A

4.1.9.4 RETENTION MONEY

N/A

4.1.11 LIQUIDATED DAMAGE

DELAY LIQUIDATED DAMAGES:

- a) The Contractor acknowledges that the Employer may suffer serious economic and opportunity loss if there is any delay in the completion or failure to complete the Work within the Scheduled Completion Date. The Contractor at all times shall use its best endeavors to complete the Work strictly within the Scheduled Completion Date. Where any part of the Work is not completed within the period stated above (or extended period as to be agreed by the Employer), the Contractor shall be liable to pay to the Employer delay liquidated damages in daily rate of ten (10%) percent.
- b) If the Contractor cannot start performance in a proper time or delays in proceeding which is contrary to the terms of this Agreement with no fault of the Employer and the Employer foresees that the Work will not be finished within the agreed period, the Employer shall entitle to employ other persons to carry out the remedial work. Except to the extent that the Contractor would have been entitled to payment for the work. The Employer reserves the right to deduct the costs payable to the Contractor in an amount equivalent in costs arising from that failure.

OTHER

- a. In the event that the Contractor doesn't perform in compliance with rules and/or regulations of the Employer, the Employer is entitled but not obligated to verbally instruct the Contractor to rectify such non-compliance performance. Provided that the Contractor doesn't rectify its performance as instructed by the Employer, the Employer shall be entitled to deliver notice of instruction for such rectification within seven (7) days after receiving such notice, unless the Contractor doesn't perform in compliance with this sub-clause, the Bidder shall be imposed liquidated damages subject to sub-clause b).

4.1.12 ENTER INTO CONTRACT

- After the Bidding Period has been evaluation and completed as the specified in the Bidding Schedule herein, the Letter of Award (LOA) or Letter of Intent (LOI) may be issued by HPC to the successful Bidder in order to advise the successful Bidder of HPC's intent to award a contract of this project prior the enter into the contract thereto.
- the parties are responsible for preparing the contract upon the terms and conditions as preliminary set forth in the General Conditions of Contract (schedule II) as attached thereof.
- The successful Bidder shall provide HPC the performance security in the amount and conditions as specified herein of the TOR Documents on or before the contract execution.

- Subject to Law PDR Laws requirement, the successful Bidder shall register the temporary tax identification number and be the corporate income tax of Laos and any other required/complied under a) HPC Concession Agreement and b) Lao PDR Laws.

4.1.13 CONFIDENTIALLY AND INTELLECTUAL PROPERTY

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

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

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

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

4.1.14 CONTACT PERSON

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

Contact Person (Commercial):

Ms. Phannipa Kiatbumrung (Division Manager –Procurement)
E-mail: Phannipa_k@hongsapower.com
Tel: +856 20 52441809

4.1.15 SITE VISIT

N/A

4.1.16 KEY PERSONNEL

N/A

4.1.17 HPC's GENERAL OBLIGATIONS

N/A

4.1.18 BIDDER's GENERAL OBLIGATIONS

- The Contractor shall comply with HPC regulation such as site permit to work, SHE training and any other specified in the Schedule I, at its own cost.

4.1.19 Tentative BIDDING SCHEDULE

HPC shall endeavor to adhere to the following schedule:

No.	Event Description	Estimated Date
1	TOR Document issuance	31 March 2026
2	Q&A close date	20 April 2026
3	Site visit	N/A
4	Addenda/Amendments	25 April 2026
5	Bid Proposal Submission	30 April 2026
6	Technical Review	2-5 May 2026
6	Bid examination and negotiation	5-10 May 2026
7	Bidder Award	11-15 May 2026
8	Contract preparation and sign completely	30 June 2026

Remark:

- 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.

4.1.20 TAX AND DULY PROVISION

Tax Privilege and Tax Liabilities

No.	Lao Taxes	Privileges Granted
1	Corporate Income Taxes	The successful Bidder shall be responsible for paying any applicable Corporate Income Taxes is required under the laws of Lao PDR.
2	Business Turnover Tax	Exempted for all non-Lao domiciled the successful Bidder and Subcontractors.
3	Value Added Tax	The following items will attract a 0% VAT rate for all non-Lao domiciled the successful Bidder and Subcontractors: <ul style="list-style-type: none"> a) all goods, equipment, machinery, materials and services provided to HPC relating to the operation of the Project (excluding consumer goods and foods, fuel, diesel oil and petroleum-based products); and b) all spare parts, chemicals, lubricants and other similar consumables imported into the Lao PDR by the successful Bidder or Subcontractors in the name of HPC for use in connection with the Project. Please note that the 0% VAT rate does not apply to goods and services procure from suppliers in Lao PDR.

No.	Lao Taxes	Privileges Granted
4	Imported Duties and Taxes	<p><u>Goods, Equipment, Machinery, Materials and Services</u> All goods, equipment, machinery, materials and services imported by or provided to HPC relating to the construction and operation of the Project (including all chemicals, lubricants, explosive and other consumables (but excluding for the avoidance of doubt consumer goods and foods) used by the Project) shall be fully exempted from import duties and taxes.</p> <p><u>Steel Rebar and Cement</u> There are no import duties on steel rebar and cement so long as such items are not available in Lao PDR based on quality, quantity, or price competitiveness.</p> <p><u>Fuel</u> 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> All spare parts, chemicals, lubricants and other similar consumables imported into the Lao PDR by the HPC or any of its bidders 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> 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> 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%). Any truck or vehicle that is not registered to HPC or which does not bear the appropriate license plates or tags will be fully subject to applicable import taxes and no exemption will apply. Note: There will be no tax exemption on fuel of office vehicles (passenger sedans and other vehicles not used at the</p>

No.	Lao Taxes	Privileges Granted
		construction site for construction activities) during construction and operation period.

4.1.21 ACCEPTANCE OF DELIVERABLES

N/A

4.1.22 COVID-19 PREVENTION MEASURES

N/A

4.1.23 TOR Document Discrepancy

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

(i) the Part I of this TOR: General Terms, (ii) the Part II of this TOR, the Work Quality and Specification, (iii) the Schedule to this TOR, and (iv) the Bid Proposal (Annex of this TOR) ;

4.2 PART II Work quality and specification

N/A

4.2.1 HPC's PARTICULAR OBLIGATIONS

N/A

4.2.2 BIDDER/CONTRACTOR's PARTICULAR OBLIGATIONS

N/A

ANNEX I Price Bid Form

Please see in one drive.

ANNEX II Technical Bid Form

Please see in one drive.

ANNEX III Commercial Bid Form

Please see in one drive

ANNEX IV Documentation Report Form

N/A

ANNEX V Agreement template

After award the winner, HPC shall apply the attached HPC agreement template for agreement signing. The bidder who submit the bid proposal must accept the attached agreement template. Please see in one drive