

VIETNAM NATIONAL INDUSTRY – ENERGY GROUP
PETROVIETNAM POWER GENERATION BRANCH



BIDDING DOCUMENTS

PACKAGE NAME SH2026-32.01 - PROCUREMENT OF 1.5 MILLION MT OF
NAR 5,500 THERMAL COAL FOR COMMERCIAL
OPERATION OF SONG HAU 1 THERMAL POWER PLANT
IN 2026 - 2027

ISSUED ON 23rd January, 2026

**ISSUED
TOGETHER WITH
DECISION** _____/QD-CNPD dated 23rd January, 2026.

**PURCHASER'S
REPRESENTATIVE/
BID SOLICITOR**

Nguyen Huy Vuong

Hanoi, January, 2026

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SUMMARY

Part 1. BIDDING PROCEDURES

Chapter I. Instructions to Bidders.

This Chapter provides information to help Bidders prepare their bids. Information is also provided on the preparation, submission, opening, and evaluation of bids and on the award of Contracts. Chapter I contains provisions that are to be used without modification.

Chapter II. Bid Data Sheet.

This Chapter includes provisions that are specific to each procurement and that supplement Chapter I.

Chapter III. Evaluation and Qualification Criteria

This Chapter covers the criteria for evaluating the Bids, specifically:

- Section 1 (Evaluating the validity of the Bids);
- Section 2 (Qualification criteria);
- Section 3 (Technical evaluation criteria);
- Section 4 (Financial evaluation criteria);

Chapter IV. Bidding Forms

This Chapter includes the forms to be submitted with the Bid.

Part 2. TECHNICAL REQUIREMENTS

Chapter V. Scope of Supply

This Chapter sets out the technical requirements and drawings to describe the specifications of the goods and services involved; contents of goods inspection and testing (if any).

Part 3. CONDITIONS OF CONTRACT AND CONTRACT FORMS

Chapter VI. General Conditions of Contract

This Chapter includes the general clauses to be applied in all contracts of different Bidding Documents. This Chapter contains provisions that are to be used without modification.

Chapter VII. Special Conditions of Contract

This Chapter includes clauses specific to each contract. The Special Conditions of Contract are intended to detail, supplement but not replace General Conditions of Contract.

Chapter VIII. Contract Forms

This Chapter includes the forms, which, once completed, incorporates to the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract awarded.



PART 1. BIDDING PROCEDURES

CHAPTER I. INSTRUCTIONS TO BIDDERS.

<p>1. Scope of Bid and contract duration</p>	<p>1.1. The Purchaser indicated in the BDS, issues these Bidding Documents for the selection of Bidder to perform the package of procurement of goods under the method of single-stage one -envelope bidding procedure.</p> <p>1.2. The name of Biding Document, project, identification, and number of lots (if the procurement is divided into independent lots) of the procurement are provided in the BDS.</p> <p>1.3. Contract duration shall comply with the BDS.</p>
<p>2. Definitions</p>	<p>2.1. The bid closing time is the deadline for receiving the Bid Proposals and is specified in the Invitation to Bid.</p> <p>2.2. Day is a day according to the calendar, including weekends, public holidays, and Tet holidays according to Labor Code.</p>
<p>3. Sources of Funds</p>	<p>Sources of Funds to be used for the procurement are specified in the BDS.</p>
<p>4. Banned acts</p>	<p>4.1. The handling, taking, brokerage of bribes.</p> <p>4.2. Take advantage of positions, powers aiming to interfere illegally in a procurement process.</p> <p>4.3. Collusive practice, including the following acts:</p> <p>a) Arranging, agreeing, or forcing so that one or more parties prepare Bid Proposals or withdraw Bid Proposals for one party to win the bid;</p> <p>b) Arranging or agreeing to refuse supply goods, refuse to sign subcontractors or make other forms of agreement to limit competition so that one party wins the bid;</p> <p>c) The Bidder having qualification and experience has participated in the bid and satisfied the requirement of the Bidding Documents but intentionally does not provide documents to prove his/her qualification and experience when requested by the Purchaser (to clarify the Bid Proposals or to compare documents) with the aim for one party to win the bid.</p> <p>4.4. Fraudulent practice, including the following acts:</p> <p>a) Falsifying information, documents in bidding;</p> <p>b) Intentionally providing dishonest/non-objective documents or information in the Bid Proposals to falsify the results of Bidder selection.</p> <p>4.5. Interference, including the following acts:</p> <p>a) Destroying, cheating, changing, hiding proof or reporting contrary to the truth; threatening, disturbing or suggesting any party with the aim to prevent the clarification of corrupt, fraudulent or conclusive</p>



	<p>practice with authorities in charge of supervisions, inspections and audit;</p> <p>b) Impeding competent persons, Purchasers, Bid solicitor, Bidders in Bidder selection;</p> <p>c) Impeding competent authorities from supervising, checking, inspecting and auditing bidding activities;</p> <p>d) Intentionally making false complaints, denunciations, or recommendations to hinder bidding activities.</p> <p>4.6. Inequality and intransparency, including the following acts:</p> <p>a) Participating in bidding as a Bidder in a procurement for which it is also the Bid solicitor, Purchaser or performing tasks of the Bid solicitor, Purchaser not in accordance with the Procurement Regulations of the Bid solicitor.</p> <p>b) Engaging in preparation and appraisal of Bidding Documents of the same procurement;</p> <p>c) Engaging in evaluation of the Bid Proposals and appraisal the results of Bidder selection of the same package;</p> <p>d) A person who is working for the Bid solicitor/Purchaser directly engages in the Bidder selection process, or acts as member of the expert team or appraising team in charge of appraising the Bidder selection result, or is a competent person or head of the Bid solicitor/Purchaser for a procurement for which his/her family relative, as defined in the Law on enterprises, directly submits a bid or acts as legal representative of the Bidder;</p> <p>dd) A bidder submits a bid for a procurement of goods for which the bidder is also acting as a consultant on preparation, verification an appraisal of cost estimate, technical design, building drawings and designs, front-end engineering design (FEED); preparation and appraisal of bidding documents; evaluation of bidding documents; inspection of goods; appraisal of bidder selection result, supervision of contract execution;</p> <p>e) A person acts as a bidder for a package of a project of the Bid solicitor/Purchaser for which he/she worked and held the executive or managerial position within 12 months from the date of his/her resignation therefrom;</p> <p>g) The Bidder acts as a supervising consultant also provides inspection consultancy for the bid package supervised by that Bidder.</p> <p>4.7. Disclosing or receiving the following documents in terms of the Bidder selection process, other than the cases prescribed in Clause 2, Article 6, Point c, Clause 8, Article 87, Clause 10, Article 88, Clause 4, Article 89, Clause 2, Article 90 of the Bid solicitor's Procurement Regulation and Point b, Clause 4, Article 93 of the Bidding Law 2023, including:</p> <p>a) Contents of the Bidding Documents before the issuing time as prescribed;</p> <p>b) Contents of Bid Proposals, the clarification requests of the Bid solicitor and clarification responses from bidders during the evaluation of Bid Proposals; reports of the Bid solicitor or expert team, appraisal</p>
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	<p>reports, reports consultants and other relevant specialized agencies during the bidder selection process; records or minutes of bid evaluation meetings, opinions or comments on each Bid Proposal before they are disclosed as prescribed;</p> <p>c) The Bidder selection result before it is disclosed as prescribed;</p> <p>d) Other documents during the Bidder selection process which are stamped "confidential" as prescribed by law.</p> <p>4.8. Bid transfer, including the following acts:</p> <p>a) Any Bidder transfers to another Bidder a volume of tasks of the procurement worth more than the maximum value of tasks to be undertaken by subcontractors and tasks to be undertaken by special subcontractors stated in the contract;</p> <p>b) Any Bidder transfers to another Bidder a volume of tasks of the procurement with the value not exceeding the maximum value of tasks to be undertaken by subcontractors under the signed contract but beyond the scope of tasks to be undertaken by the subcontractor specified in the bid proposal without obtaining a prior consent from the Purchaser or supervision consultant;</p> <p>c) The Purchaser or supervision consultant gives consent to the bidder's transfer of tasks as prescribed in Point a of this Clause.</p> <p>d) The Purchaser or supervision consultant gives consent to the bidder's transfer of tasks as prescribed in Point b of this Clause which is worth more than the maximum value of tasks to be subcontracted under the signed contract.</p>
<p>5. Eligibility of the Bidder</p>	<p>5.1. Bidders who are companies/organizations must meet the following conditions:</p> <p>a) For domestic Bidders: must be registered and operate according to the regulations of Vietnamese law.</p> <p>b) For foreign Bidders: must be duly registered and operating in accordance with the laws of their home country; and shall form a consortium with a domestic bidder or engage a domestic subcontractor to perform the portions of work that domestic contractors are capable of undertaking.</p> <p>c) Must maintain independent financial accounting, except in cases where the contractor is a subsidiary of PVN, a member company of PVN, or a second-tier company as defined in the organizational and operational charter of the Vietnam National Industry – Energy Group (PVN);</p> <p>d) Must not be in the process of dissolution or have their business registration certificate, cooperative registration certificate, cooperative union, or partnership certificate revoked; must not be subject to insolvency proceedings under bankruptcy law;</p> <p>e) Must not be banned on participating in bidding as per the decision of the Branch Director, the Members' Council/General Director of PVN;</p>



	<p>f) Must be listed in the shortlist (for cases where a shortlist has been established).</p> <p>5.2. Bidders who are household businesses must meet the following conditions:</p> <p>a) Must have a business registration certificate in accordance with the law;</p> <p>b) Must not be in the process of terminating operations or having their household business registration certificate revoked; the business owner must not be under criminal investigation;</p> <p>c) Must meet the conditions specified in point d of section 5.1 above.</p> <p>5.3. Bidders who are individuals must meet the following conditions:</p> <p>a) Must have full civil capacity as prescribed by the laws of their country of citizenship;</p> <p>b) Must have the required professional certification if mandated by law;</p> <p>c) Must meet the conditions specified in point d of section 5.1 of this regulation.</p> <p>5.4. The Bidder meets other requirements on eligibility as specified in the BDS.</p> <p>5.5. The Bidders who meet the conditions outlined in sections 5.1, 5.2, 5.3 and 5.4 of the Bidding Documents are eligible to participate in the bidding either independently or as part of a consortium.</p>
<p>6. Contents of Bidding Documents</p>	<p>6.1. The Bidding Documents consist of Invitation to Bid, Parts 1, 2, 3 and 4 together with the document amending and clarifying the Bidding Document according to the provisions of ITB Section 7 (if any), which includes the following contents:</p> <p>Part 1. Bidding Procedures:</p> <ul style="list-style-type: none"> - Chapter I. Instructions to Bidders (ITB); - Chapter II. Bid Data Sheet (BDS); - Chapter III. Evaluation and Qualification Criteria; - Chapter IV. Bidding Forms and Bid Forms. <p>Part 2. Technical Requirements:</p> <ul style="list-style-type: none"> - Chapter V. Scope of Supply. <p>Part 3. Conditions of Contract and Contract Forms:</p> <ul style="list-style-type: none"> - Chapter VI. General Conditions of Contract (GCC); - Chapter VII. Special Conditions of Contract (SCC); <p>Part 4. Contract Forms.</p>



	<p>6.2. The Bid solicitor is not responsible for the accuracy/completeness of the Bidding Documents and their clarifications, or documents on amendments to Bidding Documents as specified in ITB Section 7 if they were not directly issued from the Bid solicitor.</p> <p>6.3. The Bidder shall examine all information of Invitation to Bid, Bidding Documents, including the contents of amendments and clarifications to the Bidding Documents, the Minutes of the Pre-Bid Conference (if any) to prepare the Bids as required by the Bidding Documents.</p>
<p>7. Amendment, Clarification of Bidding Documents</p>	<p>7.1 In the case of amendments to the Bidding Documents, the Bid Solicitor shall publish a decision on the amendments, along with the amended contents and the revised Bidding Documents (attached file). The amendment to the Bidding Documents must be made at least 10 days before the bid closing time. For packages with a bid price not exceeding 10 billion VND, the amendment must be made at least 3 working days before the bid closing time, ensuring enough time for bidders to finalize their Bid Proposals. If sufficient time is not provided, the bid closing time must be extended.</p> <p>7.2. In case clarification of the Bidding Documents is needed, the bidder must submit a request for clarification to the Bid Solicitor via the System at least 3 working days before the bid closing time for the Bid Solicitor to review and process. The Bid Solicitor shall receive the clarification request, review and provide a response via the System at least 2 working days before the bid closing time, describing the clarification request without identifying the Bidder who made the request. If the clarification leads to the need for an amendment to the Bidding Documents, the Bid Solicitor shall proceed with amending the Bidding Documents as per the provisions of Section 7.1 of these Bidding Documents.</p> <p>7.3. The Bid Solicitor is responsible for monitoring the information on the System to promptly clarify the Bidding Documents as requested by the Bidders.</p> <p>7.4. Bidders are responsible for monitoring the information on the System to stay updated on amendments to the Bidding Documents, changes to the bid closing time (if any), to prepare their Bid Proposals accordingly. If any mistakes occur due to failure to monitor or update information on the System, resulting in disadvantages for the bidder during the bidding process, including: changes or amendments to the Bidding Documents, bid closing time, and other contents, the Bidder shall be solely responsible and bear any disadvantages in the bidding process.</p>



	<p>7.5. If necessary, the Bid Solicitor may organize a pre-bid conference to discuss issues in the Bidding Documents that bidders are unclear about, as per the regulations in the BDS. The Bid Solicitor shall publish a notice about the pre-bid conference on the System; all interested bidders are welcome to attend without prior notice to the Bid Solicitor. The discussions between the Investor, the Bid Solicitor, and the bidders shall be recorded in minutes and clarified in writing, and the clarification of the Bidding Documents shall be published on the System within a maximum of 2 working days from the end of the pre-bid conference.</p> <p>7.6. If amendments to the Bidding Documents are required after the pre-bid conference, the Bid Solicitor shall amend the Bidding Documents as per the provisions of Section 7.1 of these Bidding Documents. The minutes of the pre-bid conference are not considered an amendment to the Bidding Documents.</p> <p>7.7. The bidder's failure to attend the pre-bid conference or the lack of a certificate confirming attendance at the pre-bid conference shall not be grounds for rejecting their Bid Proposals.</p>
<p>8. Cost of Bidding</p>	<p>The Bidder shall bear all costs associated with the preparation and submission of its Bid Proposal. Cost of Bidding prescribed in the BDS. The Bid solicitor shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.</p>
<p>9. Language of Bid Proposal</p>	<p>The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Bid solicitor, shall be written in the language prescribed in the BDS.</p> <p>Supporting documents in the Bid Proposals (such as catalog, etc.) may be written in other languages, and be accompanied by a translation into the language specified in the BDS. In case of lack of translation, the Bid Solicitor may request the Bidder to supplement it (if necessary). The Bidder is responsible for discrepancies between the original and translation of the supporting documents (if any).</p>
<p>10. Documents comprising the Bid</p>	<p>The Bid Proposals shall include the following components:</p> <p>10.1. Letter of Bid in accordance with ITB 11.</p> <p>10.2. Consortium Agreement using Form 03 Chapter IV - Bidding Forms (for any Bidder in a Consortium).</p> <p>10.3. Bid Security, in accordance with ITB 18.</p> <p>10.4. Documentary establishing the Bidder's qualifications in accordance with ITB 17.</p> <p>10.5. Technical Proposal and documents in accordance with ITB 15.</p> <p>10.6. Financial Proposal and schedules fully filled in complying with ITB 11 and ITB 13.</p>



	<p>10.7. Alternative Technical Proposals, in accordance with ITB 13 (if any).</p> <p>10.8. Documents proving Bidder eligibility in accordance with ITB 5.</p> <p>10.9. Documents proving the eligibility of signatory in Letters of Bid in accordance with ITB 19.3.</p>
11. Letter of Bid and forms	<p>11.1. Letter of Bid and all other forms shall be in compliance with Chapter IV – Bidding Forms. All Forms must be filled out completely.</p> <p>11.2. The Letter of Bid bones the signature and seal (if any) of the legal representative of the Bidder. The time of signing the Letter of Bid must be after the time of issuing the Bidding Documents. There must be only one Bid Price which does not cause any disadvantage conditions to the Bid Solicitor. Regarding the consortium, the Letter of Bid shall be signed and stamped (if any) by legal representative of every consortium member or a member assigned by the consortium to sign the letter of bid on behalf of the consortium according to the Consortium Agreement.</p>
12. Alternative Technical Proposal in Bid Proposal	<p>12.1. If the Bidder may make Alternative Technical Proposals as prescribed in the BDS of the Bidding Documents, the Alternative Technical Proposal shall be considered.</p> <p>12.2. The Alternative Technical Proposals shall only be considered if it satisfies requirements, and the Bidder is ranked the first. In this event, the Bidder must provide all essential information about: description, drawings, technical specifications, delivery schedule and other relevant information in order the Bid solicitor to evaluate the Alternative Technical Proposals. The evaluation of Alternative Technical Proposals in the Bid shall comply with Section 6 of Chapter III – Evaluation and Qualification Criteria.</p>
13. Bid Prices and Discounts	<p>13.1. Bid price specified in the Letter of Bid and Price Schedules, together with discounts must satisfy the following requirements:</p> <p>a) Bid price means the price to be quoted in the Letter of Bid of Financial Proposal, including the total price of the bid (excluding any discounts offered), in accordance with Form 13 (a)/Form 13 (b). Chapter IV.</p> <p>b) All lots (if the procurement is divided into independent lots) and items must be quoted separately in the Price Schedules.</p> <p>c) For undivided procurement, if the bidder proposes a discount, the percentage discount should be stated in the Letter of Bid. This discount is considered to apply equally to all items in the bidding price schedules. For fixed price contracts or adjusted price contracts, the discount is calculated based on the bid price excluding contingencies.</p> <p>d) The bidder must submit the bid for all required works outlined in the Bidding Documents and indicate the unit price for all works listed</p>



	<p>in the columns “List of Goods”, “Description of Services” using the forms prescribed in Chapter IV – Bidding Form.</p> <p>13.2. In the event that the procurement is divided into independent lots and each lot is eligible for bid, the Bidder may make a Bid for one or multiple lots of the procurement. The Bidder is obligated to make a Bid for all word items of its selected lot(s). If Bidder proposes a discount, it should be done according to one of the following two methods:</p> <p>a) First method: The bidder states the percentage discount in Bid Proposals (in this case, it is considered that the bidder applies the discount equally to all parts they are bidding for).</p> <p>b) Second method: The bidder states the percentage discount for each part separately.</p> <p>13.3. The Bidder is responsible for the bid price to perform and complete the works as required in the Bidding Documents. If the Bidder submits an unusually low bid, subtracting any discounts (if applicable), that may affect the quality of the contract, the Bid solicitor will handle the situation according to the provisions of Clause 11, Article 131 of Decree No. 24/2024/ND-CP.</p> <p>13.4. The Bid Price quoted by the Bidder shall include all taxes, fees and charges (if any) determined at 28 days prior to the bid closing time. In case the Bid Price is not inclusive of taxes, fees and charges (as specified in BDS), the Bid Proposal of the Bidder shall be rejected.</p> <p>13.5. The Bidder shall quote bid price according to regulations in BDS.</p>
<p>14. Currency of Bid and Payment</p>	<p>The Bid currency and Payment currency are prescribed in BDS.</p>
<p>15. Documents Establishing the Conformity of the Goods and Related Services</p>	<p>15.1. To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall provide documents to demonstrate that the goods supplied by the Bidder conform to the technical requirements specified in Chapter V – Scope of Supply. Such documents are part of the Bid Proposal.</p> <p>15.2. The term "goods" is understood to include machinery, equipment, raw materials, fuels, materials, supplies, spare parts; products; vehicles; consumables; chemicals, test materials, medical equipment; commercial software.</p> <p>15.3. The term "origin" is understood to refer to the country or territory where the goods are mined, raised, cultivated, produced, manufactured, or processed in that country or territory, through the process of manufacturing, fabricating or assembling to form a product</p>



	<p>that is commercially recognized and significantly different from its original components.</p> <p>15.4. The term "Related Services" includes services such as insurance, installation, maintenance, initial repairs, or the provision of other after-sales services such as training, technology transfer, etc.</p> <p>15.5. The Bidder must declare the origin of the goods in Form No. 11 (a) Chapter IV. In case the Bidder offers multiple origins for a unit of goods (one piece, one, etc.) but the same manufacturer and has the same unit price, the Bid Solicitor shall request the Bidder to clarify in order to determine the specifics. origin of goods.</p> <p>15.6. Requirements on origin of goods must comply with Form 11(a) Chapter IV – Bidding Forms. In case the Bid Solicitor requires the origin to be from a group of countries or regions, the Bidder must offer goods meeting such requirements on origin; Bidder who offers goods that do not meet the requirements on origin will be disqualified.</p> <p>15.7. The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of Chapter V – Scope of Supply.</p> <p>15.8. The Bidder shall also furnish a list giving full particulars, including available sources, current prices of spare parts, special tools, etc... necessary for proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Purchaser.</p> <p>15.9. Standards for workmanship, process, material and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in Chapter V - Scope of Supply, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Chapter V – Scope of Supply.</p>
<p>16. Documents Establishing the Qualifications of the Bidder</p>	<p>16.1. The Bidder shall fill essential information in the forms mentioned in Chapter IV – Bidding Forms to establish the Bidder's qualifications to perform the contract in accordance with Chapter III - Evaluation and Qualification Criteria. The Bidder shall prepare original documents for verification at the request of the Bid Solicitor.</p>



	<p>16.2. Documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall comply with the BDS.</p> <p>16.3. In case of application of the prequalification, if there is any change about Bidder's qualification between the Bid Proposal and the application for prequalification, the new information shall be updated by the Bidder; if not, the Bidder shall issue a commitment to satisfy all the procurement's criteria.</p>
<p>17. Period of Validity of Bids</p>	<p>17.1. The Bid Proposal shall remain valid for the period which is not shorter than the period specified in the BDS.</p> <p>17.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Bid solicitor may request bidders to extend the period of validity of their Bid Proposals. At the same time, Bidders shall also be requested to extend the Bid Security for a corresponding period (the validity period of the Bid Proposals after extension plus 30 days). The request and responses shall be made in writing (by official letter). If the Bidder refuses the request, its Bid Proposal shall not be considered further. The Bidder accepting the request shall not be required or permitted to change any content of the Bid Proposal, except to extend the validity of the Bid Security.</p>
<p>18. Bid Security</p>	<p>18.1. When submitting a bid, the Bidder shall furnish a Bid Security before the bid closing time in the form of either a letter of credit or a bank guarantee from a bank or credit institution as prescribed in BDS as prescribed in ITB 18.2. The bank guarantee shall comply with Form 04 of Chapter IV Bidding Forms or in another form provided that it contains essential contents. In the event that the validity period of the bid is extended as prescribed in ITB 17.2, the Bid Security is also extended with the same validity period.</p> <p>If a consortium makes a bid, it may perform the Bid Security following one of two methods below:</p> <p>a) Each consortium member may individually provide a separate Bid Security, provided that the combined total value of all Bid Securities is not less than the amount specified in ITB 18.2. If any Bid Security is found to be non-responsive, the entire Bid Proposal of the consortium shall be deemed non-responsive and rejected. Furthermore, if any consortium member breaches bidding laws resulting in the forfeiture of its Bid Security as outlined in ITB Section 18.5, the Bid Securities of all consortium members shall be forfeited and not returned.</p> <p>b) If all consortium members conclude an agreement in which one member will be responsible for its Bid Security or for Bid Security of other members in consortium. The Bid Security shall be in the name</p>



of the consortium or the consortium member in charge provided that the total value is not lower than that mentioned in ITB 18.2. If any member in consortium violates law on bidding leading its Bid Security not to be returned as prescribed in ITB 18.5, and the Bid Security shall not be returned.

18.2. The value, currency, and validity period of the Bid Security are specified in detail in the Bidding Documents. For goods procurement packages conducted under centralized procurement, where the bidder is chosen based on supply capability, the Bid Security must correspond to the Bid Price listed in the Bid Proposals (after applying any discounts) and comply with the Bid Security rate required in the Bidding Documents. The validity period of the Bid Security is counted from the bid closing time until the last day of the Bid Security's validity period (the Bid Security expires at the end of the last day of validity and does not need to extend to 24 hours of that day).

18.3. A Bid Security shall not be considered responsive if it has lower value, or shorter validity period as required in ITB 18.2, or inaccurate Purchaser's name (beneficiary), or non-original paper, or invalid signature, or accompanying of disadvantaged conditions to the Purchaser (including failure to meet all commitments as prescribed in Form 04 of Chapter IV - Bidding Forms), or its issuance date is before the date of issuing Bidding Documents or before the date of signing consortium agreement (in case of consortium bidder).

18.4. The unsuccessful Bidder shall be either returned or released the Bid Security within the deadline as prescribed in the BDS, from the date on which the notification of the Bidder selection is sent. With regard to the successful Bidder, the Bid Security shall be returned or released after the Bidder performs Performance Security.

18.5. The Bid Security shall not be returned in one of the following cases:

- a) After the bid closing time and during the period of bid validity, the Bidder withdraws its Bid Proposal or refuses to perform one or more of the proposed tasks in the Bid Proposals according to the requirements of the Bidding Documents.
- b) The Bidder violates the provisions of Article 107 of the Bid Solicitor's Procurement Regulations, leading to the cancellation of the bid under the provisions of Clause 4, Article 12 of the Bidding Regulations.
- c) The bidder does not provide the performance guarantee as required by Section 5 of the General Terms and Conditions in Chapter VI of the Bidding Documents.



	<p>d) The bidder fails to proceed or refuses to finalize the contract or framework agreement within 10 days from the date of receiving the notice of award from the Contracting Authority, except in cases of force majeure.</p> <p>dd) The bidder fails to proceed or refuses to sign the contract or framework agreement within 10 days from the date the contract or framework agreement is finalized, except in cases of force majeure.</p>
<p>19. Format and Signing of Bid Proposal</p>	<p>19.1. The Bidder shall prepare the documents comprising the Bid Proposal including one original of Technical Proposal and one original of Financial Proposal as described in ITB 10 and the BDS and a number of copies of the Bid Proposal as prescribed in the BDS. The cover of the documents comprising the Bid Proposal shall be clearly marked "BID PROPOSAL ORIGINAL", and "BID PROPOSAL COPY".</p> <p>If there any amendments to or replacements for Technical Proposal or Financial Proposal, the Bidder shall prepare one original and a number of copies of the Bid Proposal as prescribed in the BDS. The cover of documents shall be clearly marked "MODIFIED BID PROPOSAL ORIGINAL", and "MODIFIED BID PROPOSAL COPY".</p> <p>19.2. The Bidder shall be responsible for the discrepancy between the original and the copies. In the event of any discrepancy between the original and the copies does not lead to any change to the rank of the Bidder, the original shall prevail. In the event of any discrepancy between the original and the copies leading change to the rank of the Bidder, the Bid Proposal shall be rejected.</p> <p>19.3. The original of Bid Proposal shall be typed or written in indelible ink and have page numbers. Letter of Bid, Letter of Discount (if any), additional documents, clarifying documents, Price Schedule and other forms prescribed in Chapter IV - Bidding Forms must bear the signature and seal of the Bidder's legal representative or authorized representative (if any). The authorized representative must obtain a Power of Attorney using Form 02 of Chapter IV - Bidding Forms or a copy of the Company Charter, a certified Decision on Establishment of branch or other documents proving the competence of the authorized representative, and it shall be submitted together with the Bid Proposal.</p> <p>19.4. If the Bidder is a consortium, the Bid Proposal must bear the signatures of legal representatives or all consortium members or the member that represents the consortium according to the Consortium agreement. In order to ensure that all consortium members are legally bound, the Consortium agreement must bear the signatures of legal representatives of all consortium members.</p>



	<p>19.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Letter of Bid.</p>
<p>20. Sealing and Marking of Bid Proposals</p>	<p>20.1. The Bid Proposal envelope contains the original and the copies and clearly mark it "BID PROPOSAL".</p> <p>If there is any revision or replacement of Bid Proposal, the modified or alternative documents (including the original and the copies) shall be put into separate envelopes and clearly mark it "MODIFIED BID PROPOSAL".</p> <p>These envelopes, including Bid Proposal, Modified Proposal shall be sealed. The sealing of envelopes shall comply with regulations provided by the Bidder.</p> <p>20.2. The outer envelopes shall:</p> <ul style="list-style-type: none"> a) Bear the name and address of the Bidder; b) be addressed to the Purchaser in accordance with ITB 21.1; c) bear the name of the procurement in accordance with ITB 1.2; and d) bear a warning "not to open before the time and date for Technical Proposal opening" in accordance with ITB 24.1 regarding envelopes of Bid Proposal, Modified Bid Proposal. <p>20.3. If the envelopes are not sealed or the seals thereof are lost during the process they are transferred to the Purchaser, or they are not marked as required in ITB 20.1. and ITB 20.2, the Bidder shall be responsible for those violations. The Purchaser will assume no responsibility for the confidentiality of the Bid Proposal if the Bidder fails to comply with above regulations.</p>
<p>21. Bid closing time</p>	<p>21.1. Bid Proposals must be received by the Purchaser at the address and no later than the bid closing time specified in the BDS and no later than the bid closing time specified in the Invitation to Bid.</p> <p>21.2. The Bid solicitor may extend the bid closing time by amending the Bidding Documents, in which case all rights and obligations of the Purchaser solicitor and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.</p>
<p>22. Late Bid Proposals</p>	<p>Any Bid Proposal that arrives after the bid closing time will be unopened, invalid and rejected. Any documents sent by the bidder after the bid closing time to amend or supplement the submitted Bid Proposal will be invalid, except documents sent by the bidder to clarify the Bid Proposal at the request of the Procuring Entity or documents to clarify and supplement to prove the eligibility, qualification and experience of the bidder as prescribed in ITB 26.1 and ITB 26.3.</p>



23. Submission, Withdrawal, and Modification of Bid Proposals

23.1. Submission of Bid Proposals: The Bidders shall submit Bid Proposals directly or sends Bid Proposals to the address of the Purchasers provided that the Purchaser receives them before the bid closing time as prescribed in ITB 21. The Bid solicitor shall receive all Bid Proposals that arrive before the bid closing time. If the bidding documents have not been purchased before, the Bidders must pay an amount equal to the selling price of the bidding documents to the Bid solicitor before the Bid Proposals are accepted.

23.2. Modification and Re-submission of Bid Proposals: In case it is necessary to amend the submitted Bid Proposals, the Bidder shall withdraw its Bid Proposal to make amendments by sending a written notice duly signed by a legal representative or an authorized representative (accompanied by a copy of the Power of Attorney in accordance with ITB 19.3) to the Bid solicitor. After completing the new Bid Proposal, the Bidder shall submit such new Bid Proposal to the Bid solicitor.

The corresponding modification of the Bid Proposal must accompany the respective written notice. All notices must be:

- a) submitted in accordance with ITB 19 and ITB 20, and in addition, the respective envelopes shall be clearly marked "MODIFIED BID PROPOSAL", or "WITHDRAWAL"; and
- b) received by the Bid solicitor prior to the deadline prescribed for submission of bids, in accordance with ITB 21.

If the Bid Proposal is submitted before the time the Bidding Documents is amended (if any), the Bidder shall submit a new Bid Proposal to match with the revised Bidding Documents. In case the Bidder fails to submit the new Bid Proposal, the Bid Proposal submitted before the time the Bidding Documents is amended shall be opened, considered, and evaluated.

23.3. Withdrawal of Bid Proposals: The bidder may withdraw its Bid Proposals before the bid closing time by sending a written notice duly signed by a legal representative or an authorized representative (accompanied by a copy of the Power of Attorney in accordance with ITB 19.3) to the Bid solicitor. In such case, the Bid Proposals shall be unopened. In case of withdrawing the bid after the bid submission deadline and during the validity period of the bid, the bidder will not have their bid security refunded, will be considered as lacking credibility in participating in the bidding process, and will not be further evaluated.

23.4. The bidder is only allowed to withdraw, amend, or resubmit the Bid Proposals before the bid closing time. After the bid closing time, all Bid Proposals submitted will be opened for evaluation (except in



	<p>case the Bid Proposals is submitted before the time the Bidding Documents is amended and the Bidder fails to submit the new Bid Proposal to match with the revised Bidding Documents).</p>
<p>24. Bid Opening</p>	<p>24.1 The Bid Opening shall be held in public at the address specified in the BDS and the date and time is specified the Invitation to Bid in the witness of participants being Bidders' representatives and relevant agencies and organization. The Bid Opening shall be conducted regardless of the absence of any Bidders' representatives. The Bid solicitor shall prepare a minute of the bid opening that shall include information prescribed in ITB 24.2.</p> <p>If only 01 or 02 bidders submit Bid Proposals, the Bid solicitor shall report to the Employer to consider and handle the situation as prescribed in Clause 5, Article 131 of Decree No. 24/2024/ND-CP. If no bidders submit the Bid Proposals, the Bid solicitor must report to the Employer to consider extending the bid closing time or reorganizing the bidder selection according to Clause 4, Article 131 of Decree No. 24/2024/ND-CP.</p> <p>24.2. The minutes of the bid opening shall included the following contents:</p> <p>a) Information about the bid package:</p> <ul style="list-style-type: none"> - Number of Invitation for bid; - Name of the bid package; - Name of Employer; - Bidder selection method; - Type of contract; - Time of completion of bid opening; - Total number of participating bidders. <p>b) Information about participating bidders:</p> <ul style="list-style-type: none"> - Bidder name; - Bid price; - Discount rate in percentage (%) (if any); - Bid price after discount (if any); - Value and validity of bid security; - Validity period of Bid Proposals; - Time to implement the bid package; - Other relevant information (if any).
<p>25. Confidentiality</p>	<p>25.1. Information relating to the evaluation of Bid Proposals, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award. No information mentioned in the</p>



	<p>Bid Proposal of the successful Bidder is disclosed to any other bidders, except for information disclosed at the Technical Proposal and Financial Proposal opening.</p> <p>25.2. Except for case of the Bid Proposal clarification prescribed in ITB 26 and the negotiation of contract, the Bidder is not permitted to contact to the Purchaser on any matter related to its Bid Proposal and the procurement from the bid opening time until the publication of Contract Award.</p>
<p>26. Clarification of Bid Proposal</p>	<p>26.1. After opening Bid Proposal, the Bidder is responsible for clarifying Bid Proposal at the request of the Purchaser, including clarification of the Bidder's eligibility, similar contracts, production capacity, financial statement, tax declaration and payments obligations, personnel and equipment. Regarding technical and financial proposals mentioned in Bid Proposal, the clarification shall not change essential information about the Bidder, Bid Proposal and Bid Price (except in the case where the bidder confirms the correction of arithmetic errors in its bid proposal during the bid evaluation process made by the Procuring Entity). The Bidder shall notify the Purchaser of the receipt of the request for clarification in writing, by post, by fax or email.</p> <p>26.2. The Clarification of Bids between the Bidder and the Purchaser shall be in writing. Documents unrelated to the content of the Procuring Entity's request for clarification shall not be considered or evaluated, except for self- clarification documents as prescribed in ITB 26.3.</p> <p>26.3. During the period prescribed in the BDS, in the event of lack of documentary evidence establishing the Bidder's eligibility and qualifications, the Bidder may supplement that documentary evidence to clarify its eligibility and qualifications. The Purchaser shall receive the Clarification of Bid Proposal sent by the Bidder for consideration and evaluation; documentary evidence establishing the Bidder's eligibility and qualifications shall be an integral part of the Bid Proposal. The Purchaser shall notify of receipt of Clarification of Bid Proposal in writing, by post, by fax or email.</p> <p>26.4. The Clarification of Bid Proposal shall only be made between the Purchaser and the Bidder having the Bid Proposal that needs clarifying and shall ensure the principle of not changing the nature of the Bidder participating in the bidding. The contents of the Clarification of Bid Proposal shall be treated as an integral part of the Bid Proposal by the Purchaser. Regarding clarification that directly affects the evaluation of the Bidder's eligibility and qualification, technical requirements or financial requirements, if the deadline for clarification expires, but the Bidder fails to send any clarification or the clarification does not</p>



	<p>satisfy requirements of the Purchaser, the Purchaser shall evaluate the Bid Proposal sent prior to the bid closing time by the Bidder.</p> <p>26.5. If necessary, the Purchaser shall request possibly successful Bidders to directly work with the Purchaser to clarify their Bid Proposals. The Clarification of Bid Proposals shall be recorded in writing. The Clarification of Bid Proposals shall be provided objectively and transparently.</p> <p>26.6. If there is any inconsistency in the content of the Bid Proposals or if there is any content which is unclear, the Purchaser shall request the bidder to clarify in compliance with ITB 26.1.</p>
<p>27. Deviations, Reservations, and Omissions</p>	<p>During the evaluation of Bid Proposals, the following definitions apply:</p> <p>27.1. "Deviation" means a departure from the requirements specified in the Bidding Documents;</p> <p>27.2. "Reservation" means the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents;</p> <p>27.3. "Omissions" means the failure to submit part or all of the information or documentation required in the Bidding Documents.</p>
<p>28. Determination of Responsiveness of Bid Proposals</p>	<p>28.1. The Purchaser shall determine a Bid Proposal's responsiveness based on contents of the Bid Proposal according to regulation in ITB 10.</p> <p>28.2. A substantially responsive Bid Proposal means one that meets all the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is the one that,</p> <p>a) if accepted, would affect in any substantial way the scope, quality, or performance of the Goods and Related Services; or limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the proposed Contracts; or</p> <p>b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bid Proposals.</p> <p>28.3. The Purchaser shall examine all technical aspects of the Bid Proposal submitted in accordance with ITB 16 and ITB 17, in particular, to confirm that all criteria prescribed in Part 2-Requirements of Scope of Supply have been met without any material deviation, reservation or omission. 28.4. If a Bid Proposal is not substantially responsive to the requirements of the Bidding Documents, it shall be rejected and shall not subsequently be made</p>



	<p>responsive by correction of the material deviation, reservation, or omission.</p> <p>28.4. If a Bid Proposal is not substantially responsive to the requirements of the Bidding Documents, it shall be rejected and shall not subsequently be made responsive by correction of the material deviation, reservation, or omission.</p>
<p>29. Nonmaterial Nonconformities</p>	<p>29.1. Provided that a Bid Proposal is substantially responsive, the Purchaser may waive any nonconformity in the Bid Proposal that do not constitute a material deviation, reservation or omission.</p> <p>29.2. Provided that a Bid Proposal is substantially responsive, the Purchaser may request and the Bidder shall submit the necessary information or documentation, within a reasonable period of time, to rectify minor nonconformities in the Bid Proposal related to documentation requirements. Requesting information and documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid Proposal.</p> <p>29.3. Provided that a Bid Proposal is substantially responsive, the Purchaser shall rectify minor nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or nonconforming item or components.</p>
<p>30. Subcontractor</p>	<p>30.1. A subcontractor is a contractor who signs a contract with the primary contractor to perform related services.</p> <p>30.2. Requirement for subcontractor is stated in the BDS.</p> <p>30.3. There is no change to the responsibilities of the primary contractor in spite of employment of any subcontractor. The primary contractor shall be responsible for quantity, quality, schedule and other responsibilities performed by the subcontractor. The subcontractor's qualifications shall not be considered during the Bid Proposal evaluation of the primary contractor. The primary contractor is required to meet all qualification requirements (not considering the qualifications of subcontractors).</p> <p>30.4. The bidder is allowed to enter into contracts with subcontractors listed in the Bid Proposals or with subcontractors approved by the Purchaser to participate in providing related services.</p> <p>30.5. If the bidder engages in the act of transferring the bid according to the provisions in Clause 8, Article 107 of the Procurement Regulations, the bidder will be dealt with according to the provisions in Point b, Clause 1, Article 108 of the Procurement Regulations.</p>



	<p>30.6. The bidder is not allowed to use a subcontractor who has been involved in providing consultancy services for the package that the bidder has won, and these consultancy services include: price evaluation; contract implementation supervision, inspection; preparation and evaluation of Bidding Documents; evaluation of bid proposals; evaluation of prequalification results, selection results of contractors; project management consultancy, contract management consultancy, and other consultancy services where these services are directly related to the bidding package.</p>
<p>31. Incentives in bidder selection</p>	<p>Not applicable</p>
<p>32. Bid Proposal Evaluation</p>	<p>32.1. The Purchaser shall apply evaluation method as prescribed in BDS to evaluate the Bid Proposals.</p> <p>32.2. Based on the submitted Bid Proposals and the evaluation method outlined in Section 32.1, the Bid solicitor will evaluate the Bid Proposals following the procedures stated in ITB 32.3.</p> <p>32.3. Bid Proposals Evaluation procedures:</p> <p>Bid Solicitor shall choose one of the following two processes to evaluate the Bid Proposals:</p> <p>a) Process 01:</p> <ul style="list-style-type: none"> - Step 1: Evaluate the validity according to the provisions in Section 1, Chapter III. <p>The Bidder passing all validity criteria stated in Section 1 Chapter III will be considered to evaluate the qualification and experience.</p> <ul style="list-style-type: none"> - Step 2: Evaluating the qualification and experience according to the provisions in Section 2 Chapter III. + The bid evaluation team shall evaluate the history of unfinished contracts, tax declaration and payment obligations, financial outcome, annual average turnover based on the information provided in the bid proposals. + Regarding the evaluation on Contracts of Similar Size and Nature, the Bid Evaluation team shall evaluate based on the information declared by the Bidder in the Bid Proposals and attached documents. + The Bidder passing all the qualification and experience criteria stated in Section 2 Chapter III will be considered for technical evaluation. - Step 3: Technical evaluation according to the provisions in Section 3 Chapter III.



	<p>- Step 4: Financial evaluation according to the provisions in Section 4 Chapter III.</p> <p>- Step 5: Ranking Bidders. The bidder having the lowest price shall be ranked first.</p> <p>After the financial evaluation, Bidders ranking will be done according to the provisions in the BDS. The first ranked Bidder will be invited to enter into contract negotiation.</p> <p>b) Process 02:</p> <p>- Step 1: Ranking Bidders</p> <p>The evaluation of bid price shall be conducted according to Section 4 of Chapter III. The bidder having the lowest price shall be ranked first.</p> <p>The Purchaser shall evaluate the Bid Proposal of the bidder having the lowest price (in case there is only one bidder having the lowest price). If there are multiple bidders having the same lowest price, the Purchaser shall evaluate Bid Proposals according to procedures specified in Point e of this ITB 32.3.</p> <p>- Step 2: Inspecting the conformity and evaluating the validity according to the provisions in Section 1 Chapter III.</p> <p>+ The bid evaluation team shall evaluate the following contents based on the bidder's commitment in the Letter of bid:</p> <p>+ In case the bid evaluation team discovers that the bidder has committed dishonestly, leading to falsifying the bidder selection result, that bidder will be considered to have committed fraudulent practice in bidding.</p> <p>+ The Bidder passing all validity criteria stated in Section 1 Chapter III will be considered to evaluate the qualification and experience.</p> <p>- Step 3: Evaluating the qualification and experience according to the provisions in Section 2 Chapter III.</p> <p>+ Regarding the evaluation on Contracts of Similar Size and Nature, the Bid Evaluation team shall evaluate based on the information declared by the Bidder in the Bid Proposals and attached documents.</p> <p>+ The Bidder passing all the qualification and experience criteria stated in Section 2 Chapter III will be considered for technical evaluation.</p> <p>- Step 4: Technical evaluation according to the provisions in Section 3 Chapter III.</p> <p>- Step 5: The Bidder satisfies technical requirements will be invited to enter into contract negotiation.</p> <p>In case there are Bidders having the same lowest price, the Bidder with proposed higher Caloric Value of coal is prevailed.</p>
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	<p><i>Note: If the Bid Proposal of the first ranked bidder does not meet the requirements of the Bidding Documents, the Bid solicitor shall perform the above evaluation steps for the next ranked bidder.</i></p> <p>32.4. Bid Proposals evaluation principles:</p> <p>a) For the evaluation of some contents including eligibility, the bidder having no employees who were sentenced by a court for having bidding violation leading to serious criminal consequences, history of unfinished contracts due to the bidder's fault, tax declaration and payment obligations, financial outcome, annual average turnover, if the bidder fails to declare information or declares information incorrectly, or incompletely or the declaration does not meet the requirements of the Bidding Documents, the bid evaluation team will evaluate the bidder as "unsatisfactory" for these contents. In case the information that the bidder commits and declares in the Bid Proposals is not truthful, leading to falsifying the evaluation results of the Bid Proposals, the bidder will be considered to have committed fraud.</p> <p>b) In case there is a discrepancy between information about similar contract declared in Form 06 and the information in the evidence documents for that contract, the Purchaser shall request the bidder to clarify. If the proposed similar contract(s) in the bid proposals does not meet requirements, the Purchaser may request the Bidder to supplement or replace similar contract(s) for evaluation within an appropriate period of time. In case the bidder does not have any contract that meets the requirements of the Bidding Documents, the bidder will be disqualified.</p> <p>c) In case there is a discrepancy between information about origin of goods declared in Form 12 and the information in the evidence documents for that coal mine, the Bid Solicitor shall request the bidder to clarify.</p> <p>d) For issues beyond those specified in points a, b, and c of this section, if there is a discrepancy between the information declared in the forms of the Bidding Proposals and the evidence documents, the Bid Solicitor shall request the bidder to clarify.</p>
<p>33. Conditions for successful bidder</p>	<p>A bidder shall be proposed for contract award when following conditions are satisfied:</p> <p>33.1. The bidder has an eligible Bid Proposal according to the provisions of Section 1 Chapter III. In case at the time of consideration for contract award, if the bidder is suspended or terminated from participating in the Vietnam National E-procurement System, the Purchaser shall request the Bidder to restore its participation status in order to be considered for contract award.</p>



	<p>33.2. The bidder has qualification and experience meeting the requirements as prescribed in Section 2 Chapter III.</p> <p>33.3. The bidder has a satisfactory Technical Proposal as prescribed in Section 3 of Chapter III.</p> <p>33.4. The Bidder meets the requirements as specified in the BDS.</p> <p>33.5. The proposed winning price (including taxes, fees, and charges (if any)) does not exceed the approved procurement price. If the estimate of the approved procurement is more or less than the approved procurement price, this estimate shall be based to consider successful bidder instead of the procurement price.</p> <p>33.6. The negative value of deviations not exceeding 10% of the bid price.</p>
<p>34. Bid cancellation</p>	<p>34.1. Bid cancellation include the following cases:</p> <p>a) All Bid Proposals fail to meet requirements mentioned in the Bidding Documents;</p> <p>b) Changes in the objectives and scope of procurement specified in the approved procurement decision, leading to the change in the volume of works and evaluation standards specified in the Bidding Documents;</p> <p>c) Bidding Documents fail to comply with Procurement Regulations, leading to the non-satisfaction of the successful bidder;</p> <p>d) All Bidders or successful bidder commit banned acts specified in Article 107 of the Procurement Regulations;</p> <p>dd) Another organization or individual that is not the successful bidder commits any of the banned acts specified in Article 107 of the Procurement Regulations on bidding resulting in inaccurate bidder selection result.</p> <p>34.2. Any organization or individual violating law on bidding leading to bid cancellation as prescribed in Point c, d and dd of ITB 34.1 shall compensate costs to the related parties and shall be handled according to the regulation of the law.</p> <p>34.3. In case of bid cancellation according to this ITB, within 5 working days, the Purchaser shall return or release Bid Security to bidders, except in cases where the bidder violates the provisions prescribed in Point d and dd of ITB 34.1.</p>
<p>35. Publishing of bidder selection result</p>	<p>35.1. The Purchaser shall send notifications of bidder selection result to the bidders who submitted Bid Proposals and post the information about results of bidder selection on Vietnam National E-procurement System within 05 working days from the date on which the bidder selection result is approved by the Purchaser.</p>



	<p>Contents of the notification of bidder selection result are as follows:</p> <p>a) Information about the bid package:</p> <ul style="list-style-type: none"> - Number of Invitation to bid; - Name and number of the bid package; - The procurement price or approved estimate of the procurement (if any); - Name of the Purchaser; - Bidder selection method; - Type of contract; - Contract duration. <p>b) Information about the successful bidder:</p> <ul style="list-style-type: none"> - Name of the successful bidder; - Successful Bid Price; - Successful Bid Price after discount (if any); - The winning price; - Contract duration. <p>c) List of unsuccessful bidders and brief explanation for each of them;</p> <p>35.2. Upon the receipt of notification of the bidder selection result prescribed in ITB 35.1, if any unsuccessful bidder requests explanation, the Purchaser shall give explanation within 2 working days from the date of receipt of request for explanation from that bidder.</p> <p>35.3. Regarding bid cancellation prescribed in Point a ITB 34.1, the explanation for the bid cancellation shall be provided in the notification of bidder selection result.</p>
<p>36. Change in quantity of Goods</p>	<p>36.1. When the contract is awarded, the Purchaser may increase or decrease quantity of Goods and Services mentioned in Chapter V- Scope of Supply provided that it does not exceed the rate specified in the BDS and there is no change to unit price or other conditions or terms of the Bidding Documents and the Bid Proposal. The rate of increase or decrease in quantity shall not exceed 05%.</p> <p>36.2. Option to Increase:</p> <p>Before the contract expires, the Purchaser and the Bidder shall discuss to purchase an additional quantity of goods and services of the bid package in addition to the quantity stated in Chapter IV provided that it does not exceed the rate specified in the BDS and it meets the regulations in point h, Clause 1, Article 33 of the Procurement Regulations. The additional work must be similar to the work stated in the signed contract and must already have a unit price. This quantity of additional goods and services shall not be used to evaluate the bidder's qualification and experience. For consortium bidder, the division of responsibility to perform additional quantity according to the additional purchase option is carried out according to the work</p>



	<p>division ratio under the signed contract, unless otherwise agreed by the consortium members.</p>
<p>37. Negotiation</p>	<p>37.1 The contract negotiation is based on:</p> <ul style="list-style-type: none"> a) Bid Proposal evaluation report; b) The Bid Proposal and Clarification of Bid Proposal (if any) submitted by the Bidder; c) Bidding Documents and Clarification or Amendment of Bidding Documents (if any). <p>37.2. Contract negotiation principles:</p> <ul style="list-style-type: none"> a) The bidder's Bid Proposal that are conformable with Bidding Documents shall not be negotiated; b) The contract negotiation shall not lead to any change in the unit price determined at the financial evaluation step. <p>37.3. Contract negotiation contents:</p> <ul style="list-style-type: none"> a) Negotiating non-clarification or nonconformities between the Bidding Documents and the Bid Proposal, between different contents in the Bid Proposal that may lead to dispute or affect the duties of contracting parties during the contract performance; b) Negotiating deviation detected in the Bid Proposal (if any) by the Bidder, including alternative bid proposal or alternative technical proposals provided by the Bidder if permitted in the bidding document; c) Negotiating issues incurring from the bidder selection (if any) to complete the detailed contents of the procurement; dd) Negotiating other essential contents. <p>37.4. During the contract negotiations process, both parties proceed to finalize the draft contract; terms and conditions, and contract appendices, including detailed lists of Scope of Supply, Price Schedule and Delivery Schedule.</p> <p>37.5. If the bidder participates in negotiations but fails to conduct negotiations in accordance with the principles and contents specified in ITB 37.2 and 37.3 or has conducted negotiations but fails to sign the contract negotiation minutes for the purpose of withdrawing from the bidding process or causing disadvantages to the Purchaser, the bidder will be disqualified and the bid security will be forfeited.</p> <p>37.6. The bidder has the right to refuse to negotiate and has the bid security returned if the Purchaser fails to conduct negotiations according to the principles and contents specified in ITB 37.2 and 37.3.</p>



	<p>37.7. If the negotiation is not successful, the Purchaser' representative shall request the Purchaser to invite the next ranked bidder to negotiate the contract.</p>
<p>38. Letter of Acceptance and Contract Award</p>	<p>Together with the notification of bidder selection result, the Purchaser shall issue the Letter of Acceptance and Contract Award, including requirements pertaining to Performance Security, time for completion and conclusion of contract prescribed in Form 16 of Chapter VI - Contract Forms to the successful bidder, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. The Letter of Acceptance and Contract Award shall be an integral of the Contract documents. In the event that the successful bidder fails to finalize or sign the Contract Agreement or fails to furnish a Performance Security before the deadline mentioned in the Letter of Acceptance and Contract Award, such bidder shall be rejected without Bid Security return in accordance with ITB 18.5.</p>
<p>39. Conditions for Contract Signing</p>	<p>39.1. The Bid Proposal of the Bidder shall remain valid at the time of signing of contract.</p> <p>39.2. At the time of contract signing, the successful Bidder shall be determined to have technical and financial qualification to perform the contract. In case the Bidder is no longer qualified as prescribed in the Bidding Documents, the Purchaser shall refuse to conclude the contract with the Bidder. Then, the Purchaser shall cancel the decision on approval for bidder selection result and Letter of Acceptance and Contract Award and invite the next ranked bidder for contract negotiation.</p> <p>39.3. The Bid solicitor shall ensure the conditions for advance payment and payment capital to implement the bid package on schedule.</p>
<p>40. Performance Security</p>	<p>40.1. The successful bidder shall furnish the Performance Security before the effective date of the contract or at the same time contract takes effect in the form of a Bank Guarantee issued by a bank or a credit institution lawfully operating in Vietnam as prescribed in Chapter VI - Contract Forms. The Bidder shall use the Bank Guarantee form prescribed in Chapter VI - Contract Forms or another form which is approved by the Purchaser.</p> <p>40.2. The Bidder shall not be returned the Performance Security in one of the following cases:</p> <ul style="list-style-type: none"> a) Refuse to perform the contract when the contract is effective; b) Violate terms and conditions of the contract; c) Perform the contract behind the schedule and refuse to extend the validity period of the Performance Security.



<p>41. Handling complaints in bidding</p>	<p>41.1. Bidders are entitled to file complaints against the bidder selection progress and result to the Purchaser, competent persons, advisory board at the address prescribed in the BDS when they found their lawful rights and interests are infringed. The complaints in bidding shall be handled as prescribed in Articles 89, 90 and 91 of the Bidding Law.</p> <p>41.2 In case of filling complaints, the Bidders shall send the petition directly to the address specified in the BDS.</p>
<p>42. Monitoring bidder selection progress</p>	<p>When any act or content not in accordance with law on bidding is detected, the Bidder shall notify organizations or individuals of monitoring bidder selection progress as prescribed in the BDS.</p>



CHAPTER II. BID DATA SHEET (BDS)

ITB 1.1	<p>The Purchaser/Bid solicitor is: Petrovietnam Power Generation Branch as the Owner's representatives and branch of Vietnam National Industry - Energy Group (hereinafter referred to as Owner).</p> <ul style="list-style-type: none"> - Address: 1st Floor VPI Tower, 167 Trung Kinh Street, Yen Hoa Ward, Hanoi, Vietnam.. - Phone:(+84) 2433647799; Fax: (+84) 2433647799
ITB 1.2	<p>The package's name: SH2026-32.01 - PROCUREMENT OF 1.5 MILLION MT OF NAR 5,500 THERMAL COAL FOR COMMERCIAL OPERATION OF SONG HAU 1 THERMAL POWER PLANT IN 2026 - 2027.</p> <p>Number of the lots comprising the package: 01 independent lot.</p>
ITB 1.3	<p>Contract duration: 365 days from the date of signing the first Purchase Order (PO) (The first PO issuance date is no later than 30 days from the effective date of the contract); or the total contract volume has been delivered, whichever comes first.</p> <p>In case of extension of Contract duration, the Buyer and the Seller shall cooperate and negotiate in good faith to sign an Addendum.</p>
ITB 3	<p>Sources of Funds (or capital-raising methods): Commercial operation capital of Song Hau 1 Thermal Power Plant.</p>
ITB 5.4	<p>a. The Bidder must not be involved in any litigation or disputes with PVN/PVPGB or with Owner/Investor of any other power plant in Vietnam</p> <p>b. In case the Bidder is a Consortium, the Consortium must satisfy all of the conditions below:</p> <ul style="list-style-type: none"> - The number of members in the Consortium shall not exceed three (03) members. - Each member of the Consortium must not be involved in any litigation or disputes with PVN/PVPGB or with Owner/Investor of any other power plant in Vietnam.
ITB 7.3	<p>Pre-Bid Meeting: Not applicable</p>
ITB 8	<p>Price of Bidding Documents: 30,000,000 VND.</p>
ITB 9	<p>The Bid Proposal, as well as all correspondences and documents relating to the Bid Proposal exchanged by the Bidder and the Bid solicitor, shall be written in English.</p> <p>For supporting documents and printed literature that are parts of the Bid may be in another language provided they are accompanied by an accurate English translation version (except Vietnamese version) notarized by authorized</p>



	competent agency. In case of absence of the translation, the Bid solicitor may request the Bidder to supplement when necessary.
ITB 12.1	It is not allowed to submit the Alternative Technical Proposals.
ITB 13.4	<p>The Bid Price quoted by the Bidder shall include all duties, taxes, and other levies (including but not limited to Company Income Tax (CIT), Foreign Contractor Tax (FCT), etc., (if any)) determined at 28 days prior to the date of bid closing time, except taxes related to importing coal in Vietnam (including Import tax, value added tax, environment tax) which shall be paid by the Purchaser.</p> <p>If at least one bidder participating in this tender offers coal originating from at least one country entitled to preferential import tariffs under a Trade Agreement to which Vietnam is a party (to which the import tax rate of 0% applies), then Bidders offering coal originating from the countries not entitled to preferential import tariffs under any Trade Agreements with Vietnam shall bear the import tax. The Bidder must pay all duties, taxes, and other levies (as stated above). In case the Bid Price does not include all duties, taxes, and other levies (as stated above), the Bid Proposal of the Bidder will be rejected.</p> <p>The Bidder's offered Bid Price must include:</p> <ul style="list-style-type: none"> - All the costs and expenses for Bidder to export the goods to Discharge Port stipulated at Chapter V, Part 2, including but not limited the following costs and expenses: <ul style="list-style-type: none"> + Any taxes and duty outside Vietnam; + Costs and expenses of testing quality and quantity of goods at the loading port by an independent inspection company or laboratory; + All Freight/Transportation costs from Loading place to Discharge Port; + Insurance Fees which cover the All the risks from Loading Place to Discharge Port; + Costs and expenses of getting permission from local authorities to dock and getting permission to unload goods at Discharge Port including but not limited to: pilot fees, tug boat fee, mooring and unmooring fee, ...; + Any Vietnamese tax or duties or fees and any other related costs and expenses for the Bidder to fulfill its obligations except for the following costs which shall be under the Purchaser's responsibilities under Vietnamese law. + Others as prescribed under Form 14. <p>In case the Bidder using Back-up Plan, all responsibilities, risks and costs/expenses to be borne by Bidder.</p> <p>The costs and expenses shall be under Purchaser's responsibilities as follows:</p>



	<ul style="list-style-type: none"> + Costs and expenses of unloading goods from the Bidder's vessels/ barge/ vehicles at the Discharge Port excluding the Bidder using Back up Plan. For avoidance of doubt, if the vessels of the Bidder are not allowed to access any berth of Discharge Port by the local authorities or because of their overweight, the costs and expenses to unload goods from any vessels/ barge to other suitable vehicles and make delivery from the docking points of its vessels/ barge to Discharge Port shall be charged for the Bidder's account. + Vietnamese import tax, import VAT, environment tax, other VAT for the Purchaser under Vietnam Law (if any); + Costs and expenses of making import customs clearance for the Purchaser under Vietnam Law; + Costs and expenses of testing quality and quantity of goods at the Discharge Port; + Costs and expenses of delivery of coal from the Discharge Port to coal warehouse at site (SH1TPP) excluding the Bidder using Back up Plan; + Cost and expenses for appointing the Purchaser's representative(s) to supervise the quality and quantity of delivered coal or delivery process of coal at the Indonesia loading/ transshipment port (if any).
<p>ITB 13.5</p>	<p>The Bidder shall quote prices in conformity to CIF Discharge Port basis Incoterm 2020 for the Goods and Related Services as specified in Part 2 - Technical Requirements in accordance with Form 14 - Price Schedules in Chapter IV - Bidding Forms and conditions as well as adjustments as specified in Appendix 3 - Pricing and Adjustments and other conditions as specified in Part 3 - Conditions of Contract and Contract Forms.</p> <ul style="list-style-type: none"> - Bid Price must ensure balance and reasonableness for the Scope of Work, to protect transparency, fairness and accurately reflect the cost of the bidding package. - Bid Price is considered unbalanced/unreasonable when: <ul style="list-style-type: none"> + The FOB coal price portion of the Bid Price lower than 80% of the average ICI2 (GAR 5,800 NAR 5,500) as an average value of the month immediately prior to the month of Bidding submission. Related cost according to international regulations. <p>The Bid Solicitor may request the Bidder to clarify in official documents the costs that make up the bid price and the Bidder must demonstrate the compatibility between the bid price and the scope of work, proposed by the Bidder, and the delivery schedule and other requirements of the bidding documents. In case the Bidder does not explain clearly and convincingly, the Bid Proposal will be rejected.</p> <ul style="list-style-type: none"> - In order to prevent any risk, the Bid Solicitor may stipulate the value of the contract performance guarantee up to 30% of the contract price.



<p>ITB 14</p>	<p>The Bid currency and Payment currency:</p> <ul style="list-style-type: none"> - For cost incurred in Vietnam to implement the Bid package. Bid currency and Payment currency are in VND; - For cost incurred outside Vietnam to implement the Bid package. Bid currency and Payment currency are in USD or VND. <p>In case the proposed bid currency is not in comply with requirements as in ITB 14, the proposed bid currency shall be converted into currency to meet requirements of ITB Section 14. The exchange rate of conversion is the central rate issued by the State Bank of Vietnam at the time of the bid opening indicated in ITB Section 24.1. The Bidder shall confirm and agree that this converted bid currency is applied for Bid Proposal.</p> <p>Failure to comply with these requirements by the bidder will result to the unconformity of Bid Proposal.</p> <p>For evaluation and comparison of Bid Proposals, the Bid currency in USD shall be converted into VND. The exchange rate of VND/USD is the central rate issued by the State Bank of Vietnam at the time of the bid opening indicated in ITB Section 24.1.</p>
<p>ITB 15.8</p>	<p>This ITB is not applicable.</p>
<p>ITB 16.2</p>	<p>Documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted: as per specific requirements of the Purchaser stated in the Invitation for Contract Negotiation.</p>
<p>ITB 17.1</p>	<p>The bid validity period of Bid Proposal (Technical Proposal and Financial Proposal) shall be: ≥ 150 days from the bid closing time.</p>
<p>ITB 18.1</p>	<p>When submitting a bid, the Bidder shall furnish a Bid Security before the bid closing time in the form of either a letter of credit or a bank guarantee signed by a bank or credit institution lawfully operating in Vietnam or reputable foreign bank lawfully operating in Vietnam.</p>
<p>ITB 18.2</p>	<p>Currency of Bid Security:</p> <ul style="list-style-type: none"> - For local bidder: VND or USD; - For foreigner bidder: USD <p>Value of Bid Security: USD 2,354,137 or VND 61,421,801,018.</p> <p>The validity period of the Bid Security shall be: 180 days from the bid closing time.</p> <p>The beneficiary is the Purchaser: PETROVIETNAM POWER GENERATION BRANCH.</p> <p>Original documents proving and showing the person who signs the Bid Security, is the legal representative of the credit organization or bank, shall be enclosed.</p> <p>The Purchaser/Bid solicitor does not accept Bid Security issued by VPBank – Hai Phong Branch.</p>



ITB 18.4	The unsuccessful bidders may either returned or released their Bid Security within 14 days from the date on which the results of bidder selection are announced.
ITB 19.1	<p>(i) “Original” means a document having the complete content, design, and directly signed, if it is a physical one, or digitally signed, if it is an electronic one, by a competent person. If the document is digitally signed, the Bidder shall provide an authentication document provided by organization providing electronic signature authentication services.</p> <p>(ii) The number of copies of the Bid Financial Proposal is: three (03) copies of Bid Proposal + softcopies containing electronic files of all parts of its Bid Proposal in one (01) USB.</p> <p>If there any amendments to or replacement for the Bid Proposal: three (03) copies of amendments or replacement of Bid Proposal + softcopies containing electronic files of all parts of its amendments or replacement of Bid Proposal in a one (01) USB.</p> <p>The number of copies of the Bid Proposal and the number of copies of modified or substituted Bid Proposal are the same.</p>
ITB 21.1	<p>For bid submission purposes, the Bid solicitor’s address is: To: PETROVIETNAM POWER GENERATION BRANCH Address: 1st Floor VPI Tower, 167 Trung Kinh Street, Yen Hoa Ward, Hanoi, Vietnam. Phone: (+84) 2433647799. Fax: (+84) 2433647799. The bid closing time is: 10:00 (Hanoi time) on 27th Februaryy 2026.</p>
ITB 24.1	<p>The bid opening shall be taken place at 10:30 (Hanoi time) on 27th February 2026 at the following address: Office of PETROVIETNAM POWER GENERATION BRANCH Address: 1st Floor VPI Tower, 167 Trung Kinh Street, Yen Hoa Ward, Hanoi, Vietnam.</p>
ITB 30.2	<p>Using subcontractors: Allowable. The maximum value for subcontractors: 30% of Bid proposal Price. The declaration of subcontractors is made according to Form 10, Chapter IV – Bidding Form.</p>
ITB 32.1	<p>Method of evaluating Bid Proposals:</p> <ol style="list-style-type: none"> Qualification evaluation: responsive/nonresponsive; Technical evaluation: responsive/nonresponsive; Financial evaluation: the lowest price method.
ITB 33.4	The bidder has the lowest price according to the lowest price method specified in Section 4, Chapter III.



	At any time during the bidder evaluation period, at their own expense, the Bid solicitor shall conduct inspections and work at the mines with the miners listed in the Bid Proposals. Within 03 days from the date of receiving the notification from the Bid Solicitor, the Bidder is responsible for informing the mine owners/exploiters and confirming the schedule of the Bid Solicitor's visit with the mine owners/exploiters.
ITB 36.1	Maximum rate of quantity increase: 05%; Maximum rate of quantity decrease: 05%.
ITB 36.2	This ITB is not applicable.
ITB 41	Mailing address of the competent person: Mr. Nguyen Minh Dao – General Director. Petrovietnam Power Generation Branch. VPI Tower 167 Trung Kinh Street, Yen Hoa Ward, Hanoi, Vietnam. Tel +84 2433647799 Fax: +84 2433647799
ITB 42	Address of the organization or individual in charge of the monitoring task: Not applicable.

Note: Bidder is requested to carefully study the Bidding Documents and declare deviations (if any) with price adjustment. If deviations occur with no price adjustment, the Purchaser reserves rights to accept or ignore these deviations.



CHAPTER III. EVALUATION AND QUALIFICATION CRITERIA

The evaluation process of Bid Proposal will be implemented by the Purchaser via sections hereafter.

Section 1. Inspection and evaluation of validity of the Bid Proposal

1. Inspecting the validity of the Bid Proposal:

- a) Inspect the quantity of photocopies of the **Bid Proposals**;
- b) Inspect the composition of the Bid Proposal, including: Letter of Bid, Consortium Agreement (if any), Power of Attorney to sign the Letter of Bid (if any); Bid Security; documents proving the Bidder's qualifications; technical proposal; and other documents of the Bid as prescribed in **ITB 10**;
- c) Inspect the consistency between the original and copies.

2. Evaluating the validity of the Bid Proposal:

The Bid Proposal is considered valid when all of the conditions below are satisfied:

- a) There is an original of the Bid Proposal.
- b) There is a Letter of Bid of Bid Proposal borne the signature and seal (if any) of the legal representative of the Bidder as required by the Bidding Documents. Regarding consortium, the Letter of Bid shall be signed and stamped (if any) by legal representative of every consortium member or signed by the head of the consortium according to the consortium agreement.
- c) The duration of the contract mentioned in the Letter of Bid shall conform to the bid proposal and the Bidding Documents.
- d) The validity period of the Bid Proposal satisfies requirements as prescribed in **ITB Section 17.1**.
- e) There is a Bid Security which does not violates any of the cases specified in **ITB 18.3**. The Bank Guarantee shall be signed by the legal representative of a bank or credit institution lawfully operating in Vietnam or foreign bank having branch lawfully operating in Vietnam, with the value, validity period and name of the beneficiary as prescribed in **ITB 18.2**. The Bank Guarantee shall not accompanying of disadvantaged conditions to the Purchaser (including failure to meet all commitments as prescribed in Form 04 of Chapter IV - Bidding Form), and shall not have issuance date before the date of issuing Bidding Documents or before the date of signing consortium agreement (in case of consortium bidder).
- f) The Bidder shall not have its name included in multiple Bid Proposals as a primary Bidder (an independent Bidder or a consortium member) for the same procurement.
- g) The Consortium Agreement shall be signed and stamped (if any) by the legal representative of each consortium member and specify detailed tasks and value thereof performed by consortium member using the Form 03 of Chapter IV - Bidding Forms; The assignment of tasks in the consortium shall be based on the items stated in the Price Schedules in Form 14 of Chapter IV; The Bidder is not allowed to assign tasks that do not relate to items specified in Form 14 of Chapter IV.
- h) The Bidder's eligibility shall be valid as prescribed in **ITB 5**.



- i) In the 3 years prior to the bid closing time, the Bidder did not have any employee (having labor contract with the bidder at the time they committed the violation) who was sentenced by a court for having bidding violation leading to serious criminal consequences, with the intent for that bidder to win the bid.
- k) The Bidder shall quote prices according to CIF price (Incoterm 2020) and Related Services as specified in Form 14 - Price Schedules in Chapter IV - Bidding Forms and conditions as well as adjustments as specified in Appendix 3 Pricing and Adjustments and other conditions as specified in Part 3 - Conditions of Contract and Contract Forms.
- l) The FOB coal price portion of the Bid Price shall not be lower than 80% of the average ICI2 (GAR 5,800 NAR 5,500) as an average value of the month immediately prior to the month of Bidding submission. Related cost according to international regulations.
- m) The Bidder commits to comply with all terms and conditions as described in Part 3. Conditions of Contract and Contract Forms.

The Bidder having the responsive Bid Proposal shall be considered further in next step.



Section 2. Qualification criteria

Qualification of a consortium shall be total qualifications of all consortium members, provided that each member is qualified to perform their tasks in the consortium; if any member is not qualified to perform their tasks in the consortium, the consortium shall be considered not qualified.

The subcontractors' qualifications shall not be evaluated when the Technical Proposal of the primary Bidder is evaluated (unless the special subcontractor is employed). The primary Bidder is required to satisfy all qualification criteria (regardless of the subcontractor's qualification).

2.1. Qualification criteria:

The Bidder's qualification shall be evaluated as follows: the qualified Bidder is the one satisfying all hereafter criteria.

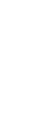


TABLE OF QUALIFICATION CRITERIA

Qualification Criteria			Requirement			Required document
No	Description	Requirement	Independent bidder	Consortium bidder		
				All members combined	Each consortium member	
1	History of contract failure due to Bidder's failure	From January 1, 2022 to the bid closing time, the Bidder did not fail to perform any contract of supplying goods or EPC, EP, PC, turnkey contract due to Bidder's fault.	Satisfied	Not used	Satisfied	Form 06
2	Tax obligations	The bidder fulfilled tax declaration and payment obligations of the latest fiscal year compared to the time of bid closing.	Satisfied	Not used	Satisfied	Submit Letter of Confirmation of Local Tax Authority.
3	Financial capacity					
3.1	Financial outcome	The audited financial statements of the latest three (03) years (2022, 2023, 2024) shall be submitted to prove the healthy finance of the Bidder. The net asset value of the Bidder in the latest financial year (compared to the bid closing time) be positive.	Satisfied	Not used	Satisfied	Form 09



Qualification Criteria			Requirement			Required document
No	Description	Requirement	Independent bidder	Consortium bidder		
				All members combined	Each consortium member	
		(Net asset value = Total assets – Liabilities).				
3.2	Average annual revenue (excluding VAT)	<p>The average annual revenue (excluding VAT) of the latest three (03) years (2022, 2023, 2024) of the Bidder is at least at least VND 5,583,800,092,500 or USD 214,012,498.</p> <p>In order to evaluate this content, in cases where the information relating to finance declared by the Bidder using a currency different from the VND or USD, the exchange rate of conversion is the central rate issued by the State Bank of Vietnam at the last date of each financial year. The intermediary currency (if applicable) shall be USD.</p>	Satisfied	Satisfied	Satisfied (Equivalent to the Proportion of <i>bid price</i> as specified in Consortium Agreement)	Form 09
4	Specific coal supply Experience					
4.1	Experience in performing Contracts of Similar Size and Nature	<p>For the Bidders supplying coal:</p> <p>The Bidder has completed at least one (01) similar contract as a primary Bidder (an independent or a consortium member) from 01/01/2021 until the bid</p>	Satisfied	Not used	Satisfied (in percentage of performance tasks as	Form 07



Qualification Criteria			Requirement		Required document	
No	Description	Requirement	Independent bidder	Consortium bidder		
				All members combined		Each consortium member
		<p>closing date with minimum supplied quantity to be 750,000 tons or minimum value of VND 2,047,393,367,250 or USD 78,471,249.</p> <p>The Bidder must submit the following documents to prove that the Bidder satisfies the requirements above:</p> <ul style="list-style-type: none"> + Signed contract(s); and + Bill of Lading or Tax/commercial invoice of shipments supplied under the above contract(s); and + Minutes of goods acceptance/ Minutes of contract liquidation /Confirmation letter of the Owner or the authorized representative of Coal Purchaser stating that the Bidder has successfully completed the contract with satisfactory schedule and quality. 			specified in Column (D) of form 3- Consortium Agreement)	

Note:

- (i) Documentary evidence establishing shall be in original or copy versions notarized by authorized competent agency.
- (ii) Submitted documents to prove contract performance such as: Bill of lading or invoice or other documents (The Bidder's name should be stated in the Bill of Lading or tax/commercial invoice (as applicable) as Shipper/Seller. Besides, the bidder supplement related supporting documents to prove that bidder is the Shipper/ Seller).



- (iii) Coal which the Bidder have supplied must be any kind of coal: anthracite, bituminous, sub-bituminous coal, etc.
- (iv) In cases where the annual turnover in the financial statements using a currency different from VND or USD, the exchange rate to be applied for the evaluation is the central rate issued by the State Bank of Vietnam at the last date of each financial year. The intermediary currency (if applicable) shall be USD.
- (v) For contracts in which the Bidder has participated as a consortium member or subcontractor, only the value of work performed by the Bidder shall be counted.
- (vi) In cases where the contract amount using a currency different from VND or USD, the exchange rate to be applied for the evaluation is the selling rate in VND issued by the State Bank of Vietnam at the date of signing the contract(s). The intermediary currency (if applicable) shall be USD.
- (vii) The contract(s) must show essential information, including but not limited to: quantity, price, contract term, date of signing, delivery schedule. Information about the Purchaser and the Seller. If the Bidder has participated in the contract as a consortium member or a subcontractor, The Bidder is requested to provide the corresponding consortium agreement or subcontractor contract showing the detailed tasks assigned to the Bidder.
- (viii) The Bidder provides supporting documents such as tax declaration form and payment receipt with confirmation from the tax authority printed from the Electronic Tax System or tax declaration form and a letter of confirmation from the tax authority on fulfillment of tax obligation to prove that the Bidder has fulfilled its obligation to declare tax and pay corporate income tax of the latest financial year compared to the time of bid closing. The tax payment obligation is to pay tax with a value corresponding to the tax rate, taxable income, and taxable revenue declared by the Bidder (the amount of tax paid corresponds to the amount of tax payable).

In case the bid closing time is after the last date of the Bidder's financial year (year Y) and before or on the last day of the third month from the end of year Y, the requirement on fulfillment of tax declaration and payment obligation shall be applicable to the financial year before year Y (i.e. year Y-1).

For example: The bid closing time is March 20th, 2024, the Bidder's financial year starts from January 01st and ends on December 31st, the Bidder must prove that it has fulfilled its tax declaration and payment obligation for 2022.

(ix) In case the bid closing time is after the last day of the Bidder's financial year (year Y) and before or on the last day of the third month from the end of year Y, the Bidder is required to submit financial statements for 03 years prior to year Y (i.e. year Y-1, Y-2, Y-3).

Example 1: If the bid closing time is 20/3/2024, the Bidder's financial year starts from January 01st and ends on December 31st, the Bidder shall submit financial statements for the years 2020, 2021, 2022.

Example 2: If the bid closing time is 15/11/2024, the Bidder's financial year starts from January 01st and ends on December 31st, the Bidder shall submit financial statements for the years 2021, 2022, 2023.

2.2. Evaluation criteria for key employees:

Not used.

2.3. Special subcontractors (if any):

Not used.



Section 3. Technical evaluation criteria

Bid Technical Proposal that fails to meet any one or more of technical evaluation criteria as specified below and in Form 12(b) shall be rejected and not be evaluated in next steps.

1. Technical specifications of coal:

Proposed coal shall meet all the requirements specifications specified below:

No.	Coal specification	Range Value	Min/Max Spec	Responsive	Nonresponsive
1	Total Moisture (TM, ar %)	Max.18	Max. 18	≤ 18	> 18
2	Volatile Matter (VM, adb %)	26 - 42	Min. 26	26 - 42	< 26 or > 42
3	Ash (adb %)	Max 12	Max. 12	≤ 12	> 12
4	Total Sulfur (TS, adb %)	max 1.0	Max. 1.0	≤ 1.0	> 1.0
5	Net CV (arb, kcal/kg)	≥ 5,500	Min. 5,500	≥ 5,500	< 5,500
6	HGI	35 - 60	Min. 35	35 - 60	< 35 or > 60
7	Coal size (mm)				
7.1	50-75 mm, %	≤ 10%	Max.10%	≤ 10%	>10%
7.2	0-50 mm, %	≥ 90%	Min. 90%	≥ 90%	< 90%
8	AFT (Initial Deformation, Reducing Atmosphere, oC)	Not less than 1,150	Min. 1,150	Not less than 1,150	< 1,150
9	Na ₂ O, % (db)	Max 3.0	N/A	≤ 3.0	> 3.0
10	Hydrogen H (adb, %)	4 – 7.5	N/A	4 – 7.5	> 7.5

2. Coal Eligibility:

- Coal and related services to be supplied may be considered eligible if they have clear and lawful origin. The term “origin” means the country or territory where a product is wholly obtained or produced completely; or the place where the last substantial transformation took place for a product which has been produced in more than one country.

- Coal to be supplied by the Bidder for any shipment (OG vessel) shall be entirely from a single mine. Supply of coal for any shipment (OG vessel) from more than one mine is not allowed. Coal offered by the Bidder must meet requirements on Coal Eligibility. To prove coal eligibility, Bidder shall provide full documents satisfying all of the requirements below:

- a) **Declaration Forms for each coal mine**, including Form 12(a)-Country of Origin, Form 12(b) -Coal specifications and Form 12(c) - Coal mine profile. All Forms must be filled out completely and comply with the instruction and requirement for each Form specified in Chapter IV. Bidding Forms.
- b) **Three (03) full sets of shipping documents** of at least three 03 cargoes that have been delivered from 2021 to the Bid closing time with coal originated from the coal mine proposed by the Bidder for this Package. The above required shipping documents must include at least B/Ls, COOs (issued by the Customs Authority of the country from which coal originates), Certificates of Quality (Certificates of sample analysis) showing the proposed Coal complying with technical requirements specified in Section 3 - Chapter V, except for maximum coal size. The name of shipper in shipping documents shall be miner/Bidder/Bidder member holding Export license.
- c) **For each proposed coal mine**, the Bidder shall provide: A set of documents including Export License (ET), mining business license (TUP), must (i) remain valid for at least three (03) months from the bid closing date, and (ii) bear the same name. In case coal is



sourced from any countries other than Indonesia, equivalent documents shall be submitted accordingly;

d) **For each proposed coal mine**, the Bidder shall provide:

+ Long-term contract or Memorandum of Understanding (MOU) or Framework Agreement signed between the Coal Owner/Coal Miner and the Bidder and Letter of Commitment issued by the Coal Owner/Coal Miner for the Bidder to supply coal from his mine for this Package, in which clearly describes type of coal and coal quantity committed to supply to the Bidder for supplying to the Purchaser (this requirement is applicable for Bidder who is not a coal mine owner) as Form 13 (a);

or

+ Long-term contract or Memorandum of Understanding (MOU) or Framework Agreement signed between the Coal Owner/Coal Miner and the Shipper and Letter of Commitment issued by the Coal Owner/Coal Miner for the Shipper to supply coal from his mine for this Package, in which clearly describes type of coal and coal quantity committed to supply to the Bidder for supplying to the Purchaser (this requirement is applicable for Bidder who is not a coal mine owner) as Form 13 (b).

e) **For each proposed Indonesian coal mine**, the Bidder must provide:

+ A report on assessment of coal reserves and coal quality by reputable international organizations such as JORC code, SAMREC or other independent organizations to prove that the reserves of proposed coal mines meet coal supply requirements.

+ The RKAB for 2026, duly approved by the competent Indonesian authorities, for all proposed Indonesian coal mines.

f) **For each proposed coal mine from other countries except Indonesia**, the Bidder must provide:

+ Coal reserve reports duly verified or approved by the competent authority or an independent qualified consultant.

+ Actual production output for at least the last three (03) years.

+ Mining and coal supply plan demonstrating the ability to meet the required quantity for the entire Contract period.

g) **Requirements for Shipper (if any):**

If the proposed coal mine supplies coal through a Shipper: the bidder is required to declare Shipper(s) in Form 12(d) and submit Shipper's documents including:

+ Establishment Decision/ Business Registration Certificate or equivalent document; Export License (ET) being valid for at least three (03) months from the bid closing date;

+ Authorization Letter from the Coal Owner/Coal Miner for the Shipper to export coal from that mine; or Long-term contract/MOU between the Coal Owner/Coal Miner and the Shipper or Letter of Commitment issued by the Coal Owner/Coal Miner for the Shipper to perform the bid package as specified in Section 3.

h) Total quantity to supply for this package under Form 13 (a) and/or Form 13 (b) shall be at least 1,500,000 tons.

- In case the Bidder proposes to supply coal from mines located in at least two countries or more, the ICI2 index shall be used for evaluating the Bid Price and as the basis for subsequent payment.

- If a mine fails to meet any one or more requirements above, the coal mine shall not be considered.

- If the Bidder fails to declare and provide documents about any Shipper as requested above, such Shipper will not be considered during the bid evaluation.

- If the Bidder fails to submit documents mentioned above, such Bidder shall not be evaluated in the next steps.



- During the Contract implementation, the Supplier, due to force majeure or other special reasons, may propose to change/add additional Mines with total additional mines not exceeding 2 mines. The Purchaser shall evaluate based on the reasonableness of the reasons given by the Supplier, along with documents proving that the proposed mines meet the requirements of the Bidding Documents, before deciding whether to agree to the proposal of the Supplier.
- During the Contract implementation, the Supplier may propose to change/add additional Shipper up to 2 times and total additional shippers not exceeding 5 shippers. The Supplier is required to submit Shipper's documents for such additional Shipper as specified in the Bidding Documents. Additional Shipper shall only be added if their documents meet the requirements of the Bidding Documents and approved by the Purchaser.

Notes:

- * *Documentary evidence establishing the eligibility of coal shall be in original or originals of notarized copy versions by authorized competent agency.*
- * *For Item (c) the submitted licenses and certificates must remain valid at least three (03) months before the Bid closing time. The Bidder must commit in his Letter of Commitment as per the Form 13 (a)/Form 13 (b) that such document shall be extended/renewed with a validity period to cover the whole contract term. Failing or refusing to do so, the respective mine shall be taken out of the mine list in the contract.*
- * *For Item (d) and (f), the submitted documents must be valid at least until the end of 2027.*
- * *In case documents are not in English, original English translation versions are required.*

3. Coal transportation requirements

Coal is to be delivered to Song Hau 1 Port. The Bidder must submit transportation methodology suitable for Song Hau 1 Port existing conditions of access route and port facilities to ensure successful coal deliveries. The Bidder is requested to survey the actual conditions of the Song Hau 1 Port in order to arrange suitable vessels.

Item	Responsive	Nonresponsive
Transportation methodology from Load Port to Transshipment Port	The method of transportation from the Loading Port to the Transshipment Port fully declare information about the international shipping fleet and must demonstrate a feasible and reasonable transportation plan to provide sufficient coal as required by the delivery schedule (Chapter V. Scope of Supply).	The method of transportation from the Loading Port to the Transshipment Port does not fully declare information about the international shipping fleet and demonstrates a feasible and reasonable transportation plan to provide sufficient coal as required by the delivery schedule (Chapter V. Scope of Supply).
	Provides list of international transshipment vessels that the Bidder can mobilize to meet the quantity of coal supplied to SH1TPP as required in item 2.2 Delivery Schedule, section 1, Chapter V. Scope of Supply.	Fails to provide list of international transshipment vessels that the Bidder can mobilize to meet the quantity of coal supplied to SH1TPP as required in item 2.2 Delivery Schedule, section 1, Chapter V. Scope of Supply.
	Provides Contract principle/Framework agreement/MOU/Letter of Commitment on coal transportation	Fails to provide Contract principle/Framework agreement/MOU/Letter of Commitment on coal transportation



	for SH1TPP between the Bidder and Transport service provider and the validity shall be at least until the end of year 2027.	for SH1TPP between the Bidder and Transport service provider.
Transportation methodology from Transshipment Port to Discharge Port	The method of transportation from Transshipment Port to Discharge Port fully declare information about the domestic shipping fleet and must demonstrate a feasible and reasonable transportation plan to provide sufficient coal as required by the delivery schedule (Chapter V. Scope of Supply).	The method of transportation from Transshipment Port to Discharge Port does not fully declare information about the domestic shipping fleet and demonstrates a feasible and reasonable transportation plan to provide sufficient coal as required by the delivery schedule (Chapter V. Scope of Supply).
	Provides list of domestic transshipment barges that Bidder can mobilize to meet the quantity of coal supplied to SH1TPP as required item 2.2 Delivery Schedule, section 1, Chapter V. Scope of Supply.	Fails to provide list of domestic transshipment barges that Bidder can mobilize to meet the quantity of coal supplied to SH1TPP as required item 2.2 Delivery Schedule, section 1, Chapter V. Scope of Supply.
	Vessels are in conformity to requirements as in item 3.2.2, Chapter V. Scope of Supply.	Vessels are not in conformity to requirements as in item 3.2.2, Chapter V. Scope of Supply.
	Provide Contract principle / Framework agreement / MOU / Letter of Commitment on coal transportation for SH1TPP between the Bidder and Transport service provider and the validity shall be at least until the end of year 2027.	Fails to provide Contract principle / Framework agreement / MOU / Letter of Commitment on coal transportation for SH1TPP between the Bidder and Transport service provider.

A Bid Proposal shall be considered technically responsive when all general criteria are considered “responsive”.

4. Requirements on nominated vessel

- For OG vessel:

In order to facilitate the coordination of receiving and optimizing cargo unloading activities at SH1TPP’s port, each shipment has a minimum cargo weight of 60,000 tons +/- 10% and is transported from the loading port to the transshipment port by OG vessels with the following requirements:

- + Vessel’s age: not over 25 years old.
- + Be oceangoing, seaworthy, single deck and bulk carrier with gear.
- + Class of vessel: IACS.
- + Fully covered by IG P&I Club.
- + Vessel owned by Vietnamese Owners is preferred.



Section 4. Financial evaluation criteria

Criteria on financial evaluation is implemented based on the lowest price method.

The lowest price is determined as follow:

- **Step 1:** Determine quoted Proposal Price (CIF Discharge Port Incoterms 2020- Form 14 - Price Schedule No. 1: Bid Price) (hereinafter called “G₁”):

$$G_1 = A_1 + B_1$$

Whereas:

- + A₁: FOB Price stipulated at Form 14 - Price Schedule No.2: Break Down of foreign portion Price;
- + B₁: Price of Related Services stipulated at Form 14 - Price Schedule No.1 and Form 14 - Price Schedule No.2: Break Down of foreign portion Price;
- **Step 2:** Error correction (if any, in comply with Notes (1) below);
- **Step 3:** Price adjustment of deviations (if any, in comply with Notes (2) below).
- **Step 4:** Determining Proposal Price after error correction, price adjustment of deviations, discount (if any);

$$G_2 = G_1 \pm \text{error correction} \pm \text{price adjustment of deviation} - \text{discount (if any)} = A_2 + B_2$$

Whereas:

- + A₂ = A₁ ± error correction (applied to A₁) ± price adjustment of deviation (applied to A₁) - discount for FOB Price (applied to A₁) or total discount*(A₁/G₁) (if any)
- + B₂ = B₁ ± error correction (applied to B₁) ± price adjustment of deviation (applied to B₁) -discount for Related Services (applied to B₁) of goods or total discount*(B₁/G₁) (if any)
- **Step 5:** Converting the Proposal Price in USD into VND for evaluation. The exchange rate of VND/USD is the rate applied for the calculation of the procurement price or adjusted procurement price (as the case maybe) at the time of the bid opening as follow.

$$G_3 = G_2^{\text{USD}} \times \text{Exchange rate} + G_2^{\text{VND}} = A_3 + B_3$$

Whereas:

- + A₃ = A₂^{USD} x Exchange rate + A₂^{VND}
- + B₃ = B₂^{USD} x Exchange rate + B₂^{VND}
- + G₂^{USD} and G₂^{VND} are part of G: that quoted in USD and VND correspondingly;
- + A₂^{USD} and A₂^{VND} are part of A: that quoted in USD and VND correspondingly;
- + B₂^{USD} and B₂^{VND} are part of B; that quoted in USD and VND correspondingly;
- **Step 6:** The evaluated price (G₄) is as following equation:

Convert G₃ from quoted Caloric Value to basic Caloric Value via formula

$$G_4 = A_3 \times (5,500 \text{ kcal/kg/RCV})$$



Whereas:

+ RCV is the Reference Caloric Value that the Bidder offered for the supplied coal in the Form 14 - Price Schedules.

- Step 7: Bidder ranking

+ Bidder ranking is from lowest evaluated price (G_4) to higher evaluated price of Bid price respectively.

+ In case there are Bidders having the same G_4 , the Bidder with proposed higher Caloric Value of coal is prevailed.

Notes:

(1) Error correction

Provided that the Bid Proposal is substantially responsive, the arithmetical errors and other errors shall be corrected on the following basis:

a) Arithmetical errors include errors due to incorrect addition, subtraction, multiplication and division when calculating the Bid Price. If there is a discrepancy between the unit price and the total price, the unit price shall prevail and the total price shall be corrected; if there is an obvious misplacement of the decimal point in the unit price (10 times, 100 times, 1,000 times), the total price shall prevail and the unit price shall be corrected.

In case the Bidder insert no value or insert "0" in the columns "unit price" and "total price", the Bidder shall be considered allocating the price of this work item to another work item of the procurement, the Bidder shall be responsible for performing these work items in conformity with the Bidding Documents' requirements without any payment from the Owner during the contract performance,

b) Other errors:

- If a total price is fully filled but the equivalent unit price is leaved blank, the unit price shall be determined by dividing the total price by the quantity; if a unit price is fully filled but the equivalent total price is leaved blank, the total price shall be determined by multiplying the unit price and the quantity; if a unit price and the equivalent total are fully filled but the equivalent quantity is leaved blank, the quantity shall be determined by dividing the total price by the unit price. If the additional quantity determined above is different from the equivalent quantity mentioned in the Bidding Documents, such discrepancy shall be the deviation related to Scope of Supply which shall be adjusted as prescribed in the Step 3;

- Physical unit errors: correct units in conformity with the Bidding Documents' requirements;

- Unit errors: replace "." (stop) with "," (comma) and vice versa in conformity with the English unit. If the Bid solicitor believes that the stops and commas in the unit price are put in wrong position, the total price shall prevail and the unit price shall be corrected;

- If there is an error in a total corresponding to the addition of subtotals, the subtotals shall prevail and the total shall be corrected;



- If there is a discrepancy between words and figures, the amount in words shall prevail, and the amount in figures shall be corrected. If the amount in words is related to arithmetic error, the amount in figures prescribed in this Section shall prevail.

(2) Price adjustment of deviation:

a) If there is a deviation from Scope of Supply, the deficiency shall be added and the redundancy shall be subtracted according to the equivalent unit price in the Financial Proposal;

If there is a deficiency in Financial Proposal (deficiency in work item(s) in comparison with the supply requirements) without an equivalent unit price in the Bid Proposal, the deficiency shall be adjusted as follows:

- The highest unit prices of respective work items (in deficiency) of the Financial Proposals satisfying technical evaluation shall prevail for adjustment of deviation; if the Financial Proposals satisfying technical evaluation having no equivalent unit prices, the unit prices of the approved estimates of the procurement shall prevail; if there is no estimate of the procurement, the unit price constituting the price of procurement shall prevail.

- If there is only one Bidder passing the technical evaluation, its equivalent unit price shall be prevail for adjustment of deviation; if the Financial Proposal has no equivalent unit price, the unit price of the approved estimates of the procurement shall prevail; if there is no estimate of the procurement, the unit price constituting the price of procurement shall prevail.

b) If the Bidder has a Letter of Discount, the correction and adjustment of deviation shall be carried according to the Bid Price without subtracting the discount. The rate of deficiency shall be determined according to the ratio of deficiency to Bid Price mentioned in the Letter of Bid.



CHAPTER IV. BIDDING FORMS

Form 01

LETTER OF BID ⁽¹⁾

Date: ___[insert date of signing of Letter of Bid]

Package's name: ___[insert the package's name according to the Invitation to Bid]

To: ___[insert the complete and accurate name of the Bid solicitor]

After carefully studying the Bidding Documents and revisions thereof number ___[insert the number of the revisions (if any)], we, ___[insert the Bidder's name], pledge ourselves to perform ___[insert the package's name] in accordance with the requirements specified in the Bidding Documents with the total bid price of _____ [insert the amount in figures, in words, and currency] together with the Table of bid price.

In addition, we voluntarily offer a discount of bid price with a discount percentage of _____ [insert the discount percentage in figures and words, if any].

Contract execution period is ___[insert period of time for performing all tasks required by the package] ⁽²⁾.

The bid validity period of Bid Proposal: within _____ days, from _____ [insert dd/mm/yyyy].

Bid Security: _____ [insert amount in figures, in words, and currency of Bid Security]

The validity period of the Bid Security: _____ days [insert the validity period from the bid closing date]

We hereby declare ⁽³⁾ that:

1. We only participate in this Bid as primary bidder.
2. We are not undergoing the dissolution process or not having Certificate of Business Registration or equivalent document being revoked and are not thrown into bankruptcy or insolvency as prescribed by law.
3. We do commit no violations against regulations on assurance of competitiveness in bidding.
4. We are not banned from bidding in any country or territory.
5. We are not involved in corrupt, fraudulent or conclusive practice and other violations against Law on Bidding.
6. We are not prosecuted for criminal liability.
7. We fulfilled tax obligations of the latest financial year (compared to the bid closing time).
8. The information declared in the Bidding Document is truthful.
9. In case of winning the bid, the Bidding Document and additional documents clarifying the Bidding Document constitute a binding agreement between the two parties until the contract is signed.
10. We further represent that we are not involved in any litigation or disputes with PVN/PVPGB or with Owners/Investors of any other power plant in Vietnam.



11. If the our Bid Proposal is accepted, we shall provide the Performance Security as prescribed in ITB 40 - Instructions to Bidders of the Bidding Documents.

This Bid Proposal take effect within _____⁽⁴⁾ days, from _____ [date dd/mm/yyyy]⁽⁵⁾.

Legal representative of bidder

[Full name, position, signature and seal]⁽⁶⁾

Notes:

(1) Bidder must provide sufficient and accurate information including names of the Purchaser, the Bidder and procurement's name. The Letter of Bid must be signed and seal (if any) by the bidder's legal representative, the validity period of the Bid Proposal must meet the requirements of the Bidding Documents.

(2) The contract execution period mentioned in the Letter of Bid must conform to the technical proposal and schedule for goods furnished and services performed in the Bid.

(3) In case the Purchaser discovers that the Bidder violates any of these commitments, the Bid Proposal of that Bidder will be rejected, and the Bidder will be handled according to the law.

(4) Insert number of validity days prescribed in ITB 17.1. Validity period of the Bid Proposal is from the date having bid closing time to its expiration date as prescribed in the Bidding Documents. The period of time from the bid closing time to 24:00 of the date having bid closing time is considered 01 day.

(5) Insert the deadline date as prescribed in ITB 21.1 of the BDS.

(6) If the bidder's legal representative authorizes his/her subordinate to sign the Letter of Bid, a Power of Attorney (Form 02 provided in this Chapter) must be enclosed. If the company's charter or another document permits such subordinate to sign the Letter of Bid, such document shall be enclosed (In this case, the Power of Attorney is not required). Regarding consortium, the Letter of Bid shall be signed by legal representative of every consortium member, unless the head of the consortium may sign the Letter of Bid according to the Consortium agreement as mentioned in Form 03 of this Chapter. Each Consortium member may give authorization similarly to an independent bidder.

In case the foreign Bidder does not have a seal, it must provide confirmation from a competent organization that the Letter of bid and other documents in the Bid Proposal are signed by the Bidder's legal representative.



Form 02

POWER OF ATTORNEY ⁽¹⁾

[Location and date] _____

I am _____ [insert name, ID/passport number, position of bidder's legal representative], the legal representative of _____ [insert name of bidder] at _____ [insert address of bidder] hereby authorizes _____ [insert name, ID/passport number, position of authorized person] to perform the following tasks during the participation in the process of bidding for _____ [insert name of the package] of _____ [insert name of the project] held by _____ [insert name of the Bid solicitor]:

[- Sign the Letter of Bids of Technical Proposal and Financial Proposal;

- Sign the consortium agreement (if any);

- Sign documents with the Bid solicitor during the short-listing processing, including the request for Clarification of Bidding Documents and Bids; sign requests for bid withdrawal, modification or substitution of Technical Proposal or Financial Proposal;

- Participate in contract negotiation and conclusion;

- Sign complaint letter (if any);

- Sign contract with the Owner if the bidder is successful] ⁽²⁾.

The authorized person only performs the tasks within the area of competence of a legal representative of _____ [insert name of bidder]. _____ [insert name of bidder's legal representative] is totally responsible for the tasks performed by _____ [name of authorized person] within the authorization scope.

The Power of Attorney is effective from _____ [date] to _____ [date]⁽³⁾ and is made into _____ copies with equal value. _____ copies are kept by the authorizer, and _____ copies are kept by the authorized person.

Authorized person

Authorizer

*[Full name, position, signature and seal
(if any)]*

*[Full name, position, signature and seal of
the legal representative]*

Notes:

(1) The original copy of the Power of Attorney shall be sent to the Bid solicitor in conjunction with the Letter of Bid as prescribed in ITB Section 19.3. The Bidder's legal representative may authorize their deputies, subordinates, directors of branches, and heads of representative offices of the Bidder to perform the tasks on behalf of the Bidder. The authorized person may use the seal of the Bidder or their seal. The authorized person may not authorize another person.

(2) The area of competence of authorization shall include one or multiple tasks above.

(3) Insert the effective date and expiration date of the Power of Attorney in conformity with the bidding process.



Form 03

CONSORTIUM AGREEMENT ⁽¹⁾

[Location and date] _____

Package: _____ [insert name of the package]

Project's name: _____ [insert the project's name]

In response to Bidding Documents for _____ [insert name of package] dated _____ [insert date written on the Bidding Documents];

Representatives of signatories to the consortium agreement include:

Name of consortium member _____ [insert name of each consortium member]

Mr./Ms. _____

Position: _____

Address: _____

Phone number: _____

Fax: _____

Email: _____

Account: _____

Tax code: _____

Power of Attorney No. _____ dated _____ (in case of authorization).

The members have reached a consensus on entering into a consortium agreement with the following contents:

Article 1. General rules

1. Members voluntarily establish this consortium to participate in the process of bidding for _____ [insert name of package] of _____ [insert name of project].

2. Official name of the consortium used in every transaction related to the package: _____ [insert the agreed name of the consortium].

3. Every member is committed not to unilaterally participate or establish a consortium with another member to participate in this package. If awarded the contract, no member is entitled to refuse to fulfill the duties and obligations prescribed in the contract. Any member of the consortium that refuses to perform their duties as agreed must:

- Pay damages to other parties in the consortium;



-
- Pay damages to the Owner as prescribed by the contract;
 - Incur other disciplinary actions _____ [specify the action].

4. All members shall be jointly and severally liable for the execution of the entire package and contract.

5. In the process of contract performance, when one or more members of Consortium fail to perform the contract as assigned in the Consortium Agreement, the remaining members shall have to reassign the remain tasks to ensure the successful completion of the signed contract between the Purchaser and the Seller. In such case that one or more members of Consortium are incapable of performing the contract, the liability of the Consortium and its members is unchanged for the performance of this Agreement.

Article 2. Assignment of duties

All members unanimously to undertake joint and separate responsibility to execute _____ [insert name of package] of _____ [insert name of project] as follows:

1. Leader of the consortium:

All parties unanimously authorize _____ [insert name of a party] as the leader of the consortium who represents the consortium to perform the following tasks ⁽³⁾:

[- Sign the Letter of Bid of Technical Proposal or Financial Proposal];

- Sign documents with the Bid solicitor during bid processing, including the request for Clarification of Bidding Documents and Bids; sign requests for bid withdrawal, modification or substitutions;

- Submit Bid Security for the consortium;

- Participate in contract negotiation and conclusion;

- Sign complaint letter (if any);

- Perform other tasks except for contract negotiation and contract conclusion (i.e. all members of the Consortium are requested to participate in contract negotiation and contract conclusion): _____ [specify other tasks (if any)]

2. Tasks of consortium members are specified in the table below ⁽⁴⁾:

No.	Name	Tasks (Description of Work, Scope Participation and Responsibility)	Proportion of supplying coal (FOB) ⁽⁵⁾	Proportion of other scope of work	Proportion of total bid ⁽⁴⁾



(A)	(B)	(C)	(D)	(E)	(F)
1	Name of consortium's leader	- _____ - _____	- _____% - _____%	- _____% - _____%	- _____% - _____%
2	Name of consortium's member	- _____ - _____	- _____% - _____%	- _____% - _____%	- _____% - _____%
....
Total		All tasks of the procurement	100%	100%	100%

- Joint liability of consortium:
- Several liability of each member of consortium:
- Joint and several liability:

Note:

- *The number of members in the Consortium shall not exceed 03 members.*
- *Each member of the Consortium must not be involved in any litigation or disputes with PVN/PVPG&B or with Owner/Investor of any other power plant in Vietnam.*

Article 3. Effect of consortium agreement

1. The consortium agreement takes effect from the day on which it is signed.

2. The consortium agreement expires in the following cases:

- All parties have fulfilled their duties and finalize the contract;
- The agreement is unanimously terminated by all parties;
- The consortium is not awarded the contract;
- The bidding for _____ [insert name of the package] of _____ [insert name of the project] is cancelled as notified by the Bid solicitor.

The consortium agreement is made into _____ copies with equal legal value, each party keeps _____ copies.

LEGAL REPRESENTATIVE OF CONSORTIUM LEADER

[Full name, position, signature and seal]

LEGAL REPRESENTATIVE OF CONSORTIUM MEMBER

[Full name, position, signature and seal of each member]

Notes:



- (1) According to the scope and nature of the package, this consortium agreement may be amended.
- (2) Update legislative documents in force.
- (3) Area of authorization includes one or multiple tasks above.
- (4) The Bidder shall specify the specific work and estimate the corresponding value that each member of the consortium shall perform, joint and several liability of each member, including the leading member of the consortium. The division of work in the consortium must be based on the scope of work mentioned in Form No. 14 Price schedules.
- (5) The Bidder shall specify detailed tasks and estimate equivalent value of tasks in supplying coal performed by Consortium members.



Form No. 04(a)

BID SECURITY ⁽¹⁾

(applicable to independent bidder)

[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: ___ *[insert name and address of the Bid solicitor]*

Date of issue: _____ *[insert date of issue]*

BID GUARANTEE No. ___ *[insert number of the Bid Guarantee]*

Guarantor: ___ *[insert name and address of issuing bank, if it is not written in the title]*

We have been informed that _____ *[insert name of the Bidder]* (hereinafter called "the Bidder") has submitted or will submit to Beneficiary its bid (hereinafter called "the Bid") for the execution of _____ *[name of package]* of _____ *[name of project]* under Invitation to Bid No. *[number of the Invitation to Bid]*.

Furthermore, we understand that, according to the Beneficiary's conditions, Bid must be supported by a bid guarantee.

We hereby act as a guarantee for the Bidder to participate in the bid for this package with an amount of _____ *[amount in figures, in words and currency]*.

This Guarantee takes effect within _____ ⁽²⁾ days, from _____ *[date]* ₍₃₎.

At the request of the Bidder, we, as the Guarantor, hereby undertake to pay you any sum or sums not exceeding in total an amount of _____ *[amount in figures]* (_____ *[amount in words]*) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Bidder:

1. Has withdrawn its Bid after the bid closing time and during the period of Bid Validity set forth in the Bidder's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Bidder; or
2. Has violated Law on Bidding leading bid cancellation as prescribed in Point d of Section 41.1 – Instruction to Bidder of the Bidding Documents;
3. Fails or refuses to provide Performance Bond as prescribed in Article 68 of the Bidding Law;
4. Has unilaterally changed or refused to implement the proposed contents and/or commitment in the Bid during the Bid Validity Period.



-
5. Fails or refuses to negotiate the contract within 5 working days, from the date on which the notification of contract negotiation sent by the Bid solicitor is received, or refuse to sign Contract Negotiation Minutes excluding force majeure events;
 6. Fails or refuses to complete within 10 days, from the date on which the notification of bid acceptance sent by the Bid solicitor is received excluding force majeure events;
 7. Fails or refuses to sign the contract within 10 days, from the date on which after the contract completion excluding force majeure events;

In case the Bidder is the successful Bidder, this Bid Security will expire immediately after the Bidder signs the contract and submits the Contract Performance Bond to the Beneficiary as agreed in that contract.

In case the Contractor is not successful, this Bid Security will expire immediately after we receive a copy of the document notifying the Bidder Selection Results or within 30 days from the expiration date of the Bidding Document, whichever comes first. Consequently, any demand for payment under this Bid Security must be received by us at the office indicated above on or before that date.

The Bank irrevocably undertakes to pay the full amount of the Bid Security upon the Purchaser's first written demand, within fifteen (15) days from the date of receipt of such written notice.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

Legal representative of Bank

[Full name, position, signature and seal]

Notes:

- (1) In case the Bid Security violates one of the following regulations such as: lower value, shorter validity period than the requirements specified in Section 18.2 of the BDS, incorrect name of beneficiary, not original, invalid signature, signed before the Bid Solicitor issues the BDS, or accompanied by conditions that are disadvantageous to the Bid Solicitor or the Purchaser, then the bid security is considered invalid. This bid security is an irrevocable bid security. In case of necessity for large-scale bidding packages, to ensure the interests of the Purchaser, the Bid Solicitor may confiscate the bid security value when the Bidder violates the regulations stated in the Bid Security. The Purchaser or Bid Solicitor can request the Bidder to provide documents to prove that the Bid Security submitted in the Bidding Proposal is an irrevocable bid security.
- (2) Insert as prescribed in Section 18.2 of the BDS.
- (3) Insert the deadline date as prescribed in Section 21.1 of the BDS.
- (4) In case the bid security is not included one or more of the above commitments, it is considered disadvantageous to the Purchaser and the Bid Solicitor according to the provisions of Section 19.3 of the BDS and the letter of guarantee receipt is considered invalid..



Form No. 04 (b)

BID SECURITY ⁽¹⁾

(applicable to consortium)

[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: ___*[insert name and address of the Bid solicitor]*

Date of issue: _____*[insert date of issue]*

BID GUARANTEE No. ___*[insert number of the Bid Guarantee]*

Guarantor: ___*[insert name and address of issuing bank, if it is not written in the title]*

We have been informed that _____ *[insert name of the Bidder]* (hereinafter called "the Bidder") has submitted or will submit to Beneficiary its bid (hereinafter called "the Bid") for the execution of _____ *[name of package]* of _____ *[name of project]* under Invitation to Bid No. *[number of the Invitation to Bid]*.

Furthermore, we understand that, according to the Beneficiary's conditions, Bid must be supported by a bid guarantee.

We hereby act as a guarantee for the Bidder to participate in the bid for this package with an amount of _____ *[amount in figures, in words and currency]*.

This Guarantee takes effect within _____⁽³⁾ days, from _____*[date]*⁽⁴⁾.

At the request of the Bidder, we, as the Guarantor, hereby undertake to pay you any sum or sums not exceeding in total an amount of _____ *[amount in figures]* (_____ *[amount in words]*) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Bidder:

1. has withdrawn its Bid after the bid closing time and during the period of Bid Validity set forth in the Bidder's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Bidder; or
2. has committed a violation of the provisions of Article 16 of the Bidding Law or violates the law on bidding, leading to the cancellation of the bid according to the provisions of Points d and dd Clause 1 of Article 17 of the Bidding Law; or
3. fails or refuses to negotiate and finalize the contract within 5 working days, from the date on which the notification of contract negotiation sent by the Bid solicitor is received, excluding force majeure events;



4. has unilaterally changed or refused to implement the proposed contents and/or commitment in the Bid during the Bid Validity Period.

5. fails or refuses to complete/sign the contract within 20 days, from the date on which the notification of bid acceptance sent by the Bid solicitor is received, or refuses to sign the contract after the contract completion excluding force majeure events;

6. fails to furnish the Performance Security as prescribed in Section 40 – Instructions to Bidders of the Bidding Documents.

The Beneficiary does not need to prove or to show grounds for your demand.

If any member in the _____ *[insert complete name of the Consortium]* violates regulations of law leading to ineligibility for Bid Security return as prescribed in the item ITB 18.5, the Bid Security of all consortium members shall not be returned.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Bidder and the performance security issued to the Beneficiary in relation to such contract agreement; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Bidder of the results of the bid evaluating process; or (ii) thirty days after the end of the Bid Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

The Bank irrevocably undertakes to pay the full amount of the Bid Security upon the Purchaser's first written demand, within fifteen (15) days from the date of receipt of such written notice.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

Legal representative of Bank

[Full name, position, signature and seal]

Notes:

(1) Applicable to Bid Security in the form of Bid Guarantee issued by a credit institution or a branch of foreign bank established under Vietnamese law. The bank is recommended to use this Form, if another form is used and the bank violates one of the following regulations: The Bid Security's value is lower and its validity period is shorter than the required Bid Security as prescribed in ITB 18.2, incorrect the Bid solicitor's name (the Beneficiary's name), non-original copy and no valid signature or accompanying of disadvantaged conditions for the Bid solicitor, the Bid Security shall be considered invalid.



(2) The Bidder may have one of the following names:

- Name of the consortium, for example A bidder and B bidder enter into a consortium to make a bid, their name shall be “A + B consortium”;
- Name of the member in charge of the Bid Security for the consortium or another member in the consortium, for example, A + B + C consortium makes a bid, if their consortium agreement assign A bidder to furnish Bid Security for the consortium, the consortium’s name shall be “A bidder (on behalf of A + B + C consortium)”;
- Name of every consortium member separately furnishing the Bid Security.

(3) Insert as prescribed in Section 18.2 of the BDS.

(4) Insert the deadline date as prescribed in Section 21.1 of the BDS.

- All italicized text is for use in preparing this form and shall be deleted from the final product.



Form 05(a)

BIDDER INFORMATION FORM

Date: _____

Number and name of package: _____

Page: _____ / _____ pages

Bidder's name: ___[insert Bidder's name]

In case of consortium, name of each party: ___

Place of business registration and operation: ___[insert province/city where the Bidder registers and operate business]

Year of establishment: ___[insert year of establishment]

Bidder's legal address: ___[insert the registered address]

Bidder's legal representative information

Name: _____

Address: _____

Telephone/Fax: _____

Email Address: _____

1. Attached are copies of original documents of: Certificate of Enterprise registration, Establishment Decision or equivalent documents issued by competent agencies in the country where the Bidder operates.

2. Diagram of organizational structure of the Bidder.

Legal representative of bidder

[Full name, position, signature and seal]

Note: If a foreign Bidder has no seal, there must be a certification issued by a competent agency that the signature in the Letter of Bid and any other documents of the Bid Proposals belong to its legal representative.



Form 05(b)

CONSORTIUM MEMBER INFORMATION FORM⁽¹⁾

Date: _____

Number and name of package: _____

Page: _____ / _____ pages

Consortium's name:
Consortium member's name:
Consortium member's Country of Registration:
Consortium member's Year of Establishment:
Consortium member's Legal Address in Country of Registration:
Consortium member's legal representative information Name: _____ Address: _____ Telephone/Fax: _____ Email Address: _____
1. Attached are copies of original documents of: Certificate of Enterprise registration, Establishment Decision or equivalent documents issued by competent agencies. 2. Diagram of organizational structure.

Legal representative of bidder

[Full name, position, signature and seal]

Notes:

- (1) In case of consortium, each consortium's member shall fill in this form.
- (2) If a foreign Bidder has no seal, there must be a certification issued by a competent agency that the signature in the Letter of Bid and any other documents of the Bid Proposals belong to its legal representative.



Form 06.

HISTORY OF UNFINISHED CONTRACTS DUE TO BIDDER'S FAULT IN THE PAST ⁽¹⁾

Bidder's name: _____

Date: _____

Name of consortium member (if any): _____

Unfinished contracts prescribed in Section 2.1 of Chapter III - Evaluation and Qualification Criteria			
<input type="checkbox"/> Concluded contract without execution from January 1, ___[year] prescribed in criterion 1 in the Table of qualification criteria evaluation in Section 2.1 of Chapter III - Evaluation and Qualification Criteria.			
<input type="checkbox"/> No concluded contract without execution from January 1, ___[year] prescribed in criterion 1 in the Table of qualification criteria evaluation in Section 2.1 of Chapter III - Evaluation and Qualification Criteria.			
Year	Unfinished tasks in the contract	Description of contract	Total value of contract (current value, currency unit, exchange rate, equivalent value in USD)
		Description of contract: _____ Investor's name: _____ Address: _____ Reasons for unfinished tasks in the contract: _____	

Legal representative of bidder

[Full name, position, signature and seal]

Notes:

(1) The Bidder must declare accurately and truthfully history of unfinished contracts; any unfinished contract being not declared shall be considered "fraudulent" and rejected.

(2) If a foreign Bidder has no seal, there must be a certification issued by a competent agency that the signature in the Letter of Bid and any other documents of the Bid Proposals belong to its legal representative.

Regarding consortium, each consortium member shall declare information using this Form.



Form 07.

EXPERIENCE IN PERFORMING CONTACT OF SIMILAR SIZE AND NATURE

Bidder's name: _____

Date: _____

Name of consortium member (if any): _____

Name and Number of Contract	<i>[Full name of Contract, number of Contract]</i>		
Award Date	<i>[insert dd/mm/yyyy]</i>		
Completion Date	<i>[insert dd/mm/yyyy]</i>		
Role in Contract	<i>Contractor or Subcontractor</i>		
Total Contract Volume	<i>.... Tonnes</i>		
Total Contract Amount	<i>[specify total contract amount and currency according to the signed contract]</i>		<i>Equivalent to VND</i>
For Consortium, specify role in contract and participation of total contract amount	<i>[specify role in contract]</i>	<i>[specify percent of total contract amount; amount and currency according to the signed contract]</i>	<i>Equivalent to VND</i>
Purchaser's Name			
Address: Telephone number: Email:			
Description of the Goods in accordance with Criteria 4 of Section 2, Chapter III			
Type of goods			
Amount/Volume of contract performed	<i>[specify the actual amount/volume performed based on Confirmation letter of the Owner or Coal Purchaser confirming the coal value and/or coal quantity supplied under the above contracts]</i>		
Other similarities	<i>[specify other similarities (if any)]</i>		

Legal representative of bidder

[Full name, position, signature and seal]

Notes:

- (1) In case of consortium, each member of the consortium shall fill in this Form.
- (2) The Bidder only declares the contents matching the requirements of this bid package.



Form 08 (if any)

EXPERIENCE IN KEY ACTIVITIES

Bidder's name: _____

Date: _____

Name of consortium member (if any): _____

Name and Number of Contract	<i>[Full name of Contract, number of Contract]</i>
Award Date	<i>[insert dd/mm/yyyy]</i>
Completion Date	<i>[insert dd/mm/yyyy]</i>
Role in Contract	<i>Contractor or Subcontractor</i>
Total Contract Volume	<i>.... Tonnes</i>
Total Contract Amount	<i>[specify total contract amount and currency according to the signed contract]</i>
Purchaser's Name	
Address: Telephone number: Email:	
Description of the Goods in accordance with Criteria 4.2 of Section 2, Chapter III	
Type of goods	
Thermal Power Plant's Name	



Form 09

FINANCIAL SITUATION OF BIDDER ⁽¹⁾

Bidder's name: _____

Date: _____

Name of consortium member (if any): _____

Financial figures in the last 3 years (2) [VND]		
First year: 2022	Second year: 2023	Third year: 2024

Information about the Balance sheet

Total assets			
Liabilities			
Net asset value			
Short-term assets			
Short-term liabilities			
Working capital			

Information about income statement

Total revenues			
Annual revenue business⁽³⁾	average from		
Pre-tax profits			
Post-tax profits			

Enclose photocopies of financial statements (the Balance sheets including relevant description, income statements) in the last 3 years ⁽⁴⁾, which satisfy the following conditions:

The financial statement only includes financial situation of the Bidder or consortium members (regarding consortium) but not of an associate entity such as parent company or subsidiary companies or associate companies and the Bidder or consortium members.

Financial statements shall be audited as prescribed.

Financial statements must be complete and adequate as prescribed.

Financial statements must be complete and audited corresponding to the accounting periods. Attached are certified true photocopies of one of the following documents:



- Inspection record of tax declaration;
- Tax self-declaration (VAT and enterprise income tax) whose time of submitting certified by tax authority;
- Documentary evidence on electronic tax declaration by the Bidder;
- Certification of tax liability issued by the tax authority (certifying amount paid in the whole year);
- Audit report;
- Other documents;

Legal representative of bidder

[Full name, position, signature and seal]

Notes:

- (1) Regarding consortium, each consortium member shall declare information using this Form.
- (2), (4) The period of time above is the same of the period of time prescribed in Section 2.1 of Chapter III - Evaluation and Qualification Criteria.
- (3) Annual average revenues from business shall be determined by dividing total revenue from the mentioned years by the number of years.
- (4) If a foreign Bidder has no seal, there must be a certification issued by a competent agency that the signature in the Letter of Bid and any other documents of the Bid Proposals belong to its legal representative.



Form 10

SCOPE OF TASKS PERFORMED BY SUBCONTRACTOR ⁽¹⁾

No.	Name of subcontractor ⁽²⁾	Scope of tasks ⁽³⁾	Quantity of tasks ⁽⁴⁾	Estimated rate (%) ⁽⁵⁾	Contract or agreement concluded with subcontractor ⁽⁶⁾
1					
2					
3					
4					
...					

Legal representative of bidder

[Full name, position, signature and seal]

Notes:

(1) This Form is used in case of employment of subcontractors.

(2) The Bidder specifies names of subcontractors. In case names of subcontractors are not determined, this column may be leaved blank and only the column “Scope of tasks” is filled. Any subcontractor who is selected to perform the tasks shall be approved by the Investor.

(3) The Bidder specifies names of work items performed by subcontractors.

(4) The Bidder specifies quantities of work items performed by subcontractors.

(5) The Bidder specifies ratio of tasks performed by the subcontractor to the bid price.

(6) The Bidder specifies number of contracts or agreements, enclose with original copies or certified true photocopies of those documents.



Form 11

DELIVERY SCHEDULE

No.	Schedule		Unit	Coal Specification, with the typical and range values
	From date	To date	(tonnes)	(kcal/kg)
1				
2				
3				
4				
		Total		

Legal representative of bidder
[Full name, position, signature and seal]

Notes:

Bidder is requested to fill in the information of quantity and delivery schedule based on Bidder capability. However, quantity and delivery schedule proposed by Bidder should be suitable to the time line as specified in Part 2 – Technical Requirements.

Quantity in aggregation proposed by Bidder shall be equal to quantity as specified in Part 2 - Technical Requirements.

Details of delivery schedule for each shipment shall be finalized during contract negotiation.



Form 12(a)

COUNTRY OF ORIGIN - DECLARATION FORM

Type	Description	Country of origin	Quantity corresponding to each coal origin (tonnes)
Coal	Coal with typical CV (NAR) of [to be inserted] kcal/kg		

Legal representative of bidder
[Full name, position, signature and seal]

Notes:

- Bidder is requested to fill in this form. Failure to comply with instructions & requirements by the Bidder will result to unconformity of Bid Proposal.
- If the Bidder offers coal with different origins, the Bidder must specify the quantity of coal to be supplied corresponding to each origin. In case the Bidder changes the origin and/or the quantity of coal corresponding to each origin, the Bidder must bear all costs incurred (e.g. import tax, VAT..), if any.
- If a foreign Bidder has no seal, there must be a certification issued by a competent agency that the signature in the Letter of Bid and any other documents of the Bid Proposals belong to its legal representative.



Form 12(b)

COAL SPECIFICATION - DECLARATION FORM

Proposed coal is as follows:

Coal Brand name: _____

Load port: _____

Mine name: _____

No.	Coal specification	BD rejection limits	Proposed coal range	Proposed coal typical/reference
I. Proximate Analysis				
1	Total Moisture (ar %)	> 18.00		
2	Volatile Matter (adb,%)	< 26 or > 42		
3	Ash (adb,%)	> 12		
4	Total Sulphur (adb,%)	> 1.00		
5	Net calorific value (arb, kcal/kg)	< 5,500		
6	Grind ability (HGI)	< 35 or > 60		
7	Size (mm, %)	50 - 75 mm		
		0 - 50 mm		
8	Ash fusion temperatures Reducing Atmosphere (Initial Deformation) (°C)	< 1,150		
9	Na ₂ O, % (db)	> 3.0		
10	Hydrogen (adb,%)	> 7.5		

Legal representative of bidder

[Full name, position, signature and seal]

Notes:

Bidder is requested to fill in this form. Failure to comply with instructions & requirements by the Bidder will result in nonconformity of Bid Proposal.

Three (03) Bills of Lading accompanied by, 03 respective Certificates of sample analysis certified testing laboratories and 03 respective Certificate of Origin for proposed coal mine(s) in Form 12 (b) from 2021 onward are requested to be attached together with this form at the time of Bid Proposal submission. Certificates of sample analysis shall include all above coal specifications, except for Maximum coal size. For blended Coal, Bidder is required to supplement supporting documents to prove the above Certificates of sample analysis was taken from proposed coal mines, which makes up blended Coal. If proposed coal is from different coal mines, the Form 12 (b) above corresponding to each coal mine shall be enclosed.

If a foreign Bidder has no seal, there must be a certification issued by a competent agency that the signature in the Letter of Bid and any other documents of the Bid Proposals belong to its legal representative.



Form 12(c)

LICENSES - DECLARATION FORM

Name of coal mine: *[to be inserted]*

Address of coal mine: *[to be inserted]*

Name of coal mine owner: *[to be inserted]*

Address of coal mine owner: *[to be inserted]*

1. Mining License	
a. Coal mine (name, owner, address)	<i>[to be inserted]</i>
b. Identification	<i>[to be inserted]</i>
c. Issued by	<i>[to be inserted]</i>
d. Reserve of coal mine	<i>[to be inserted]</i>
e. Validity	<i>[to be inserted]</i>
f. Commencement Date of Mine Operation/Production	<i>[to be inserted]</i>

2. Export License	
a. Coal mine (name, owner, address)/Trader (name, address)	<i>[to be inserted]</i>
b. Identification	<i>[to be inserted]</i>
c. Issued by	<i>[to be inserted]</i>
d. Validity	<i>[to be inserted]</i>

3. Export amount of the coal mine (tonnes/year)	2023: <i>[to be inserted]</i> 2024: <i>[to be inserted]</i> 2025: <i>[to be inserted]</i>
---	---

4. RKAB year 2026	<i>[to be inserted]</i> tonnes
-------------------	--------------------------------

5. Other information of the coal mine:	
a. Coal mine duration	<i>[to be inserted]</i>
b. Reserve capacity of coal dump	<i>[to be inserted]</i>
c. Coal transport from mine to loading port	<i>[to be inserted]</i>



d. Report on the assessment of coal reserves and coal quality.	<i>[to be inserted]</i>
--	-------------------------

Legal representative of bidder
[Full name, position, signature and seal]

Notes:

- Bidder is requested to fill in this form. Failure to comply with instructions & requirements by the Bidder will result to nonconformity of Bid Proposal.
- In case the Bidder proposes many coal mines, each coal mine is requested to fill in this form and related documents as required in Technical Evaluation Criteria regarding each coal mine must be enclosed.
- If a foreign Bidder has no seal, there must be a certification issued by a competent agency that the signature in the Letter of Bid and any other documents of the Bid Proposals belong to its legal representative.



Form 12 (d)

SHIPPER PROFILE - DECLARATION FORM

Name of Shipper: *[to be inserted]*

Address of Shipper: *[to be inserted]*

1. Business registration or equivalent document	<i>[to be inserted]</i>	
2. Coal Export License		
a. Coal mine (name, owner, address) /Trader (name, address)	<i>[to be inserted]</i>	
b. Identification	<i>[to be inserted]</i>	
c. Issued by	<i>[to be inserted]</i>	
d. Validity	<i>[to be inserted]</i>	
3. Experience in supplying coal (tonnes/year)	2023: <i>[to be inserted]</i>	Contracts No.: <i>[to be inserted]</i>
	2024: <i>[to be inserted]</i>	Contracts No.: <i>[to be inserted]</i>
	2025: <i>[to be inserted]</i>	Contracts No.: <i>[to be inserted]</i>

The Bidder is responsible for the accuracy of the information declared as above.

Legal representative of bidder

[Full name, position, signature and seal]



Form 13 (a)

LETTER OF COMMITMENT

To: **PETROVIETNAM POWER GENERATION BRANCH**

Whereas *[name of the Bidder's Coal Miner/Coal Producer]* who is reputable supplier of Coal having the establishment at *[address of establishment]* do hereby confirm to support *[name of the Bidder]* having head office at *[address of establishment]* in providing coal for participating in the package SH2026-32.01 - PROCUREMENT OF 1.5 MILLION MT OF NAR 5,500 THERMAL COAL FOR COMMERCIAL OPERATION OF SONG HAU 1 THERMAL POWER PLANT IN 2026 - 2027 with the following details:

- Product:
- Total Quantity to supply: From ...up to tonnes/year (*Minimum quantity: 500,000 tonnes/year*)
- Delivery Period:
- Loading port for export:
- Specifications of proposed coal: Specification of the coal to be specified and measured according to ASTM or ISO Standard at loading port shall be as follows:

No.	Coal specification	Unit	Typical Specifications	Range Specification
1	Total Moisture (ARB)	%		
2	Ash Content (ADB)	%		
3	Volatile Matter (ADB)	%		
4	Fixed Carbon (ADB)	%		
5	Total Sulphur (ADB)	%		
6	Net Calorific Value (ARB)	kcal/kg		
7	Hardgrove Grindability Index (HGI)			
8	Ash Fusion Temperatures (Initial Deformation)	°C		
9	Coal Size			
9.1	Size 0-50 mm	%		
9.2	Size 50-75 mm	%		
10	Na ₂ O (DB)	%		
11	Hydrogen – H (ADB)	%		

[Name of the Bidder's Coal Miner/Coal Produced] guarantees that this document is signed by the representative of the company and take full responsibility on the authenticity of this document.

[Name of the Bidder's Coal Miner/Coal Produced] guarantees that Export License (ET) and mining business license (TUP) valid for at least three (03) months from the bid closing date.

These documents shall be extended/renewed with a validity period to cover the whole contract term.



[Name of the Bidder's Coal Miner/Coal Produced] guarantees that the proposed coal source is not subject to conflicting supply obligations under other contracts during the same period.

This support document valid until end of 2027.

Representative of Bidder's Coal Miner/Coal Producer

[wet ink signature and seal]

Name:

Title:

Email:

Phone:

Notes:

This letter of commitment should be on the letter head of the Coal Miner/ Coal Producer.

If a foreign Bidder has no seal, there must be a certification issued by a competent agency that the signature in the Letter of Bid and any other documents of the Bid Proposals belong to its legal representative.



Form 13 (b)

LETTER OF COMMITMENT

To: **PETROVIETNAM POWER GENERATION BRANCH**

Whereas *[name of the Shipper's Coal Miner/Coal Producer]* who is reputable supplier of Coal having the establishment at *[address of establishment]* do hereby confirm to support *[name of the Shipper]* having head office at *[address of establishment]* in providing coal for *[name of the Bidder]* participating in the package SH2026-32.01 - PROCUREMENT OF 1.5 MILLION MT OF NAR 5,500 THERMAL COAL FOR COMMERCIAL OPERATION OF SONG HAU 1 THERMAL POWER PLANT IN 2026 - 2027 with the following details:

- Product:
- Total Quantity to supply: From ...up to tonnes/year (*Minimum quantity: 500,000 tonnes/year*)
- Delivery Period:
- Loading port for export:
- Specifications of proposed coal: Specification of the coal to be specified and measured according to ASTM or ISO Standard at loading port shall be as follows:

No.	Coal specification	Unit	Typical Specifications	Range Specification
1	Total Moisture (ARB)	%		
2	Ash Content (ADB)	%		
3	Volatile Matter (ADB)	%		
4	Fixed Carbon (ADB)	%		
5	Total Sulphur (ADB)	%		
6	Net Calorific Value (ARB)	kcal/kg		
7	Hardgrove Grindability Index (HGI)			
8	Ash Fusion Temperatures (Initial Deformation)	°C		
9	Coal Size			
9.1	Size 0-50 mm	%		
9.2	Size 50-75 mm	%		
10	Na ₂ O (DB)	%		
11	Hydrogen – H (ADB)	%		

[Name of the Shipper's Coal Miner/Coal Produced] guarantees that this document is signed by the representative of the company and take full responsibility on the authenticity of this document.

[Name of the Shipper's Coal Miner/Coal Produced] guarantees that Export License (ET) and mining business license (TUP) valid for at least three (03) months from the bid closing date. These documents shall be extended/renewed with a validity period to cover the whole contract term.



This support document valid until end of 2027.

Representative of Shipperr's Coal Miner/Coal Producer

[wet ink signature and seal]

Name:

Title:

Email:

Phone:

Notes:

This letter of commitment should be on the letter head of the Coal Miner/ Coal Producer.

If a foreign Bidder has no seal, there must be a certification issued by a competent agency that the signature in the Letter of Bid and any other documents of the Bid Proposals belong to its legal representative.



Form 14

PRICE SCHEDULES

PRICE SCHEDULE No. 1: BID PRICE

Description of Goods	Unit	Quantity	Unit Price	Proportion of Bid		Total
				(5)	(6)=(3)x(4)	
(1)	(2)	(3)	(4)	(5)		(6)=(3)x(4)
				Name of each consortium member (if any)	Name of each consortium member (if any)	
I. Foreign Portion (USD) Coal with typical CV (NAR) of [to be inserted] kcal/kg			Column refer to Price Schedule No.2: Break down of foreign portion Price.			
II. Local Portion (VND)						
II. 1 ... [to be inserted]						
II. 2 ... [to be inserted]						
Total CIF price (I+II)						
III. Taxes and fees (if any) (excluding Import tax, value added tax, environment tax paid by Purchaser)						
III.1. Tax and fees of Foreign Portion						
III.1.1.....[to be inserted]						
III.1.2.....[to be inserted]						
III.2. Tax and fees of Local Portion						



III.2.1.[to be inserted]						
III.2.2.....[to be inserted]						
Total Bid Price (I+II+III)						

Legal representative of bidder
[Full name, position, signature and seal]

Notes:

Bidder's quotation is based on following conditions:

- Bidders are only allowed to offer one Proposal Price for total quantity and quality with reference CV (NAR) = 5,500 kcal/kg.
- The CIF price and FOB price shall be accordance with Incoterms 2020.
- The FOB coal price portion of the Bid Price shall not be lower than 80% of the average ICI2 (NAR 5,500 / GAR 5,800) as an average value of the month immediately prior to the month of Bidding submission. Related cost according to international regulations.
- For Consortium Bidder, it is required to fill in all information about the ratio and value of each member undertaking the corresponding value in the consortium agreement. In case there is a difference between the value of work content and the corresponding estimated ratio (%) in the consortium agreement, based on the value of work content in the price schedule submitted by each member undertake as a basis for assessment Qualification of a consortium.
- Currency shall be complied with ITB 14.
- Quantity proposed by Bidder shall be equal to quantity as specified in Part 2 - Technical Requirements.
- For Bid Price of any work item offered in USD, the Bidder is required to demonstrate the work with detailed unit price in that currency to meet the requirement that one work item is offered in one single currency only.
- As specified in ITB 14 of **BDS**, the Bid currency is required that:
 - + For cost incurred in Vietnam to implement the Bid package, Bid currency and Payment currency are in VND;
 - + For cost incurred outside Vietnam to implement the Bid package, Bid currency and Payment currency are in USD or VND.

For Bidder proposed both currencies, USD and VND, Bidder is requested to fill in both Price Schedules above. Please note that:

the total Bid Price = Bid Price in USD + Bid Price in VND

- If a foreign Bidder has no seal, there must be a certification issued by a competent agency that the signature in the Letter of Bid and any other documents of the Bid Proposals belong to its legal representative.



For avoidance of doubt:

+ Taxes for Coal importation (value added tax, importation tax, environment tax) in accordance with the law of Vietnam are to be borne by the Purchaser.

+ All other taxes and other charges howsoever measured with respect to coal supplied under this Agreement which are levied under any Law of Vietnam or demanded by any Governmental Agency (including but not limited to Company Income Tax (CIT), Foreign Contractor Tax (FCT), etc., (if any)), are to be borne by the Bidder.

The Proposal Price quoted by the Bidder shall include all duties, taxes, and other levies (including but not limited to Company Income Tax (CIT), Foreign Contractor Tax (FCT), etc., (if any)) determined at 28 days prior to the deadline for submission of the Financial Proposal, except taxes related to importing coal in Vietnam (including Import tax, value added tax, environment tax) which shall be paid by the Purchaser. In case the Proposal Price does not include all duties, taxes, and other levies (as stated above), the Financial Proposal of the Bidder will be rejected.

+ All charges imposed by the Purchaser's appointed issuing bank relating to the Letter of Credit shall be for Seller's account.

The maximum applicable L/C fee rate shall be 0.8% per annum, calculated in accordance with the following formula:

L/C Fee = L/C fee rate per annum (max 0.8%) × Contract Price × 60 days / 365 days.

+ The bidder shall quote reasonable price for the local portion. The unit prices of the foreign portion and the local portion shall be the basis for determining the value of Foreign Contractor Tax (FCT). Dishonest quotes with unusual unit prices may lead to changes in the amount of FCT to be paid and may arise related legal and financial responsibilities.

The Purchaser shall declare and pay FCT on behalf of the foreign bidder (for bidder who is not eligible to pay tax in Vietnam) based on the Price Schedules quoted by the Bidder (after applying error correction, deviation adjustment and discounts (if any)), which will be included in the contract if the Bidder wins the bid. The Bidder shall bear any legal responsibilities and financial obligations arising in connection with the FCT of the contract according to the written opinion(s) of the competent authority(ies).



PRICE SCHEDULE No. 2: BREAK DOWN OF FOREIGN PORTION PRICE

Unit: USD/Ton

Description of Goods	Total Price	FOB Price	Cargo Insurance	Freight
(1)	(2)=(3)+(4)+(5)	(3)	(4)	(5)
Foreign Portion (USD/VND/ton)				
Coal with reference CV (NAR) of kcal/kg				

Legal representative of bidder

[Full name, position, signature and seal]

Notes:

- If a foreign Bidder has no seal, there must be a certification issued by a competent agency that the signature in the Letter of Bid and any other documents of the Bid Proposals belong to its legal representative.

Bidder's quotation is based on following conditions:

- The CIF price and FOB price shall be in accordance with the Incoterms 2020.

The FOB coal price portion of the Bid Price shall not be lower than 80% of the average ICI2 (NAR 5,500 / GAR 5,800) as an average value of the month immediately prior to the month of Bidding submission. Related cost according to international regulations.

- For the purpose of the Bidding Documents, Bidders are requested to quote a CIF Price included FOB price, freight, insurance (including P&I, Marine Cargo Insurance, etc.), loading port charges, unloading port charges, all taxes, fees and charges (if any) determined at 28 days prior to the deadline for submission of the Bid Proposal, except taxes related to importing coal in Vietnam (including Import tax, value added tax, environment tax) which shall be paid by the Purchaser. In which:

+ FOB prices to suit the "Market Price Adjustment" formulate set down in below. All of the FOB prices offered should be linked to a specific reference NAR (Net As Received) to be quoted in kcal/kg (and which must include all levies, charges and taxes that may be imposed by Government Authorities of the exporting country).

+ For the avoidance of doubt, all proposals with calorific unit by GAR (Gross As- Received), the Bidder has to convert to calorific unit by NAR (Net As Received) as per requirement in bidding document Chapter V. Scope of Supply – Section 3. Technical requirements Market Price Adjustment

$$CCP = BCP \times K$$

Where:

- CCP = the Contract FOB Price (in USD or VND/tonnes, FOB) for the relevant calendar month in which delivery is made.
- BCP = the quoted Base FOB Price (in USD or VND/tonnes, FOB),
- K is factor which detail as followings:



-
- +) If origin of coal from Indonesia, $K = \frac{ICID}{ICIB}$, where,
- ICID = the simple average value of the ICI2 Coal Price as published weekly over a month period immediately prior to the Calendar month of Bill of Lading date for respective shipment.
 - ICIB = the simple average value of the ICI2 (GAR 5800 NAR 5500) Coal Price as an average value of daily indices in the month immediately prior to the month of the bid opening time.
- +) If origin of coal not from Indonesia, $K = \frac{GCND}{GCNB}$, where,
- GCND = the simple average value of the globalCOAL Coal Price as published weekly over a month period immediately prior to the calendar month in which the applicable coal delivery (FOB) takes place.
 - GCNB = the simple average value of the globalCOAL Coal Price as an average value of daily indices in the month immediately prior to the month of the bid opening time.
 - For the purposes of the above Market Price Adjustment formulae globalCOAL Coal Price means the FOB 'spot' Coal Price related to the prevailing market for thermal coal exported from the port of Newcastle, New South Wales, Australia as is published weekly by globalCOAL

Freight price Adjustment:

The Freight shall be deemed to be inclusive of all Master and crew costs (including all salaries, benefits and expenses of the Master, officers, crew and other employees of the Shipowner), insurance for vessel and P&I, vessel repair and maintenance costs, port and agent charges, brokerage fees, taxes, duties, transportation and handling costs, costs of all tugs, pilots, escorts or other support vessels, and costs and all other charges incurred in connection with the carriage of Cargos by the Shipowner.

Freight price shall be adjusted in accordance with the following formula:

$$FR_{ad} = FR_{bs} \times 0.4 \times CBI/BSI + FR_{bs} \times 0.6$$

Where:

- FR_{ad} = Adjusted freight price (expressed in USD per tonnes), o FR_{bs} = Base Freight offered by the Bidder in his Financial Proposal (expressed in USD per tonnes).
- CBI = Monthly average Baltic Index which is an average value of daily indices in the month immediately prior to delivery month.
- BSI = Base Baltic Index which is an average value of daily indices in the month immediately prior to the month of the bid opening time. Applicable Baltic Index is Baltic Supramax Index (BSI) for Suprema bulk carrier with Voyage Route S10 or other Voyage Route shall be agreed during contract negotiation.

Cargo Insurance must be fully insured for all Risks Cargo Insurance, of which the insurance coverage shall be one hundred and ten percent (110%) of the CIF-at-destination Costs of Equipment/Materials to cover losses, extraordinary losses during transportation, storage and delivery.



PART 2. TECHNICAL REQUIREMENTS

CHAPTER V. SCOPE OF SUPPLY

Section 1. Introduction

- The total amount of coal to be supplied is **1,500,000 metric tonnes** $\pm 05\%$ of Sub-Bituminous and Bituminous thermal coal, with a minimum Net As Received (NAR) calorific value of 5,500 kcal/kg, in accordance with the subsequent provisions of the Bidding Documents for commercial operation of Song Hau 1 Thermal Power Plant (Song Hau 1 TPP) for year 2026-2027.

In case, prior to the expiration date of the Contract, the quantity of coal supplied has not reached the volume specified in the contract, depending on the actual operation of the Song Hau 1 TPP, the Buyer shall have the right to request and the Seller shall agree to supply the total amount of coal in accordance with the provisions of the Contract.

At the time nearly end of the Contract, depending on the requirement of the Buyer, the Contract may be extended by an addendum to the Contract with the quantity of coal supply to meet the commercial operation for the next year; depending on market situation at that time provided that the coal price and related cost/expense shall not exceed the signed Contract.

- The Nominated Discharge Port is at the coal unloading berth of Song Hau 1 TPP, designed with one overhanging berth on the Hau River in the area of Song Hau 1 TPP, located at Phu Xuan Hamlet, Chau Thanh Village, Can Tho City, Vietnam.
- Coal Jetty of Song Hau 1 TPP has basic parameters as follows:
 - + Berth length: 310m. width 25 m;
 - + High top dock 3.50 m
 - + High bottom dock -11.85 m
 - + High water level elevations design + 2.42 m
 - + High level design -1.77 m
 - + Approach bridge 1: length 72 m long, width 6 m.
 - + Approach bridge 2: length 63 m long, width 6 m.
- The Nominated Discharge Port can receive two 10,000 DWT TS vessels/suitable means of conveyance (self-propelled barges for unloading cargo at the same time, with the technical parameters as follows:
 - + Length: 110 - 115m
 - + Width: 24 - 26m
 - + Depth: < 8m
 - + Draft: < 7.7m.
- Coal Handling System (CHS)

The CHS of Song Hau 1 TPP includes: 01 coal berth; coal unloading system on the berth with 02 chain bucket ship unloaders each with capacity 850 ton/h/machine (max); CSU vertical height clearance $\leq 13.6\text{m}$; 02 conveyors, transfer tower; coal yard (designed semi-closed), with capacity 30 days of full load and which can be extended to 45 days (including 03 storage lines):



01 center storage line with capacity 150,000 ton and 02 side storage lines each with capacity 102,000 tons); and other equipment: stacker – reclaimer, bulldozer and auxiliaries.

The discharge rate is about 5,500 – 7,000 tons/day/01CSU from either a TS vessel or self-propelled barge (with structure of TS vessel or self- propelled barge to be complied with requirements of Bidding Document) (PWWD SSHINC - per Weather Working Days of 24 consecutive hours, Saturday, Sunday, Holiday Included and coal handling system in good order).

- Coal jetty of Song Hau 1 Thermal Power Plant with the technical parameters as follows:

+ Length: $\leq 115\text{m}$

+ Width: $\leq 26\text{m}$

+ Depth: $< 8\text{m}$

+ Draft: $< 7.7\text{m}$

+ Deadweight tonnes: from 6,000 DWT to 14,000 DWT

+ Dimensions of hatches and holds:

Length: $> 20\text{m}$;

Width: $> 9.5\text{m}$.

- Other information such as TS Vessel/self-propelled barge parameters, drawings as per Appendix 12A.

Section 2. Scope of supply and delivery schedules

Sub-Bituminous and Bituminous thermal coal procured for commercial operation of Song Hau 1 Thermal Power Plant under this Bidding Document will be on a CIF basis called Goods and Related Services.

2.1. Quantity

The total amount of coal to be supplied is **1,500,000 metric tonnes** $\pm 05\%$ of Sub-Bituminous and Bituminous thermal coal with a minimum Net As Received (NAR) calorific value of 5,500 kcal/kg shall be purchased for commercial operation of Song Hau 1 Thermal Power Plant for year 2026-2027.

The Quantity for Payment and all related taxes obligations (environment tax, VAT, import tax (if any)) shall be the lowest quantity between quantity at the port of loading, quantity at the port of discharge (SH1TPP) and quantity approved by Customs for clearance.

The Seller shall be responsible for providing sufficient documentation to explain, the costs incurred (if any) and implementation of the conclusions of the Competent Authority (if any).

For each payment the invoice value (including all related taxes/obligations) is 100% of the value according to the value of that payment. The total invoice of the OG vessel shall be adjusted / supplemented immediately after completion of the delivery of the OG vessel shipment. The details for each payment shall be negotiated by the Buyer and the Seller during contract negotiation.

No	List of Goods	Quantity (tonnes)	Final destination
1	Coal with Minimum Calorific Value as receive Net as received (NAR) as 5,500 kcal/kg.	1,500,000	Coal jetty of Song Hau 1 TPP, located at Phu Xuan Hamlet, Chau Thanh Village, Can Tho City, Vietnam.

2.2. Delivery Schedule



The delivery schedule is as follow:

No.	Schedule	Unit	Quantity	Discharging port
1	Quarter II/2026	MT	400,000	Coal jetty of Song Hau 1 TPP, located at Phu Xuan Hamlet, Chau Thanh Village, Can Tho City, Vietnam.
2	Quarter III/2026	MT	400,000	
3	Quarter IV/2026	MT	300,000	
4	Quarter I/2027	MT	400,000	
	Total	MT	1,500,000	

The delivery schedule is temporarily estimated according to the commercial operation plan of SH1TPP, the actual delivery schedule will be updated subject to the actual commercial operation SH1TPP and reserved quantity in warehouses to ensure stable operation of the plant.

Bidder is requested to carefully study and comply with the following:

- + Quantity in aggregation proposed by Bidder shall be equal to quantity as specified above.
- + Upon the Purchaser requirement (if any), the Bidder shall deliver coal to the Purchaser at Discharge Port within 20 days after the Contract Effective Date and after receiving Purchaser's notification.

Bidder is requested to carefully study and comply with Appendix 2.

Section 3. Technical requirements

3.1. Coal requirements

Coal offered shall not have quality rejection limits in excess of any of the levels specified below. The Seller will use its best endeavors to supply coal that is fully within the range of the coal.

Specifications	Unit (By Weight)	Range (Design Coal)	Rejection Limit
Total Moisture	ar %	Max. 18.00	> 18.00
Volatile Master	adb %	26 - 42	< 26 or > 42
Ash	adb %	Max. 12	> 12
Total Sulphur	adb %	Max. 1	> 1.00
Net calorific value	arb, kcal/kg	≥ 5,500	< 5,500
Grindability	HGI	35 - 60	< 35 or > 60
Coal Size	50-75 mm, %	≤ 10%	> 10%
	≤ 50 mm, %	≥ 90%	< 90%
Ash fusion temperatures Reducing Atmosphere (Initial Deformation)	°C	≥ 1,150	< 1,150
Ash component Na ₂ O	(db,%)	≤ 3.00	> 3.00
Hydrogen-H	(adb,%)	4 – 7.5	> 7.5



Bidders are encouraged to quote coal properties in both AD (Air-Dried) and AR (As-Received) bases.

For the avoidance of doubt, for all proposals with calorific unit by GAR (Gross As- Received), the Bidder has to convert to calorific unit by NAR (Net As Received) as per requirement by the conversion formula “Coal Conversion Facts” issued by World Coal Institute (<https://www.worldcoal.org/>) and re stated follows:

i. GAR (Gross As Received) to GAD (Gross Air Dry)

$$CV (GAD) = CV (GAR) \times (100-IM\%)/(100-TM\%)$$

Where:

IM% is Inherent Moisture;

TM% is Total Moisture.

If IM%, TM% proposed by range, the value applied for calculation is average value between lower range value and upper range value.

ii. GAR (Gross As Received) to NAR (Net As Received)

$$\text{Net CV} = \text{Gross CV} - 50.6H - 5.85M - 0.191O$$

Where:

M is % Moisture, H is % Hydrogen, O is % Oxygen (from ultimate analysis*, also As Received).

*Ultimate analysis determines the amount of carbon, hydrogen, oxygen, nitrogen & sulphur.

3.2. Coal transportation/transshipment requirements

3.2.1. Transportation/transshipment Methodology

Bidder is advised to survey, collect all necessary information related to Discharge Port area at Bidder’s risk and cost to prepare by themselves and be responsible for preparation, submission of a coal transportation/transshipment methodology to ensure the coal transportation/ transshipment methodology in accordance with the existing situation of the coal jetty of Song Hau 1 TPP including but not limited to TS vessel/self- propelled barge deadweight, maximum beam, and maximum overall length, access route (draft), regulations of relevant authorities and/or Can Tho Port Authorities, custom...

3.2.2. Transshipment vessels/self- propelled barge

- TS Vessels/self- propelled barges are requested to be:

+ Discharge port/ Coal Jetty of Song Hau 1 Thermal Power Plant can receive two 10,000 DWT suitable means of conveyance (TS Vessels/self- propelled barges) for unloading cargo at the same time with the technical parameters such as:

- Length: 110 - 115m.
- Width: 24 - 26m.
- Depth: 8m.
- Draft: < 7.7m.

In case using TS Vessel or self- propelled barge with maximum permissible deadweight tonnes > 10,000 DWT (reduced cargo weight), the maximum permissible deadweight of TS Vessel or self- propelled barge 14,000 DWT and draught (draft) < 7.7m is acceptable.



However, the Bidder must comply with the regulations of the Vietnam Maritime Administration, the Ministry of Transport, and Vietnamese laws regarding the approval of overloaded ships to dock at the Song Hau 1 Thermal Power Plant.

The Bidder to commit to supply enough coal quantity for continuous discharging at discharging port by using Continuous Ship/self- propelled barges Unloaders at Discharge Port shall not be affected and interfered by his proposed TS vessel/self- propelled barge with minimum total coal available in 01 TS vessel/self- propelled barge for discharging at discharging port to beMT/01CSU.

- + Age: strictly complied with load/discharge ports' requirements;
- + Fully comply with the ISPS code;
- + Coal transshipment requirements.
- Other information of TS Vessel/self- propelled barge parameters as per Section 2. Qualification criteria.

3.2.3. Channel Information

The information stated in Item 3.2.3. below is for reference only and Bidder shall take all responsibility for transportation/transshipment. The Bidder, by their own cost, conduct the information researches, investigates, evaluations and calculations in terms of the CIF terms (International Commercial Terms, 2020 edition) at Discharge port/Coal Jetty of Song Hau 1 Thermal Power Plant and other related fees.

a) Information of Thi Vai Channel

- *Geography:*
 - + Thi Vai channel starting from buoy No. "GR5" Ganh Rai Gulf, Vung Tau Channel - Sai Gon to Phuoc Thai port - Vedan, passing Cai Mep River to Thi Vai River. Left bank is belong to Can Gio district, Ho Chi Minh city, right bank belongs to Tan Thanh district, Ba Ria Vung Tau province and Long Thanh district, Dong Nai province.
 - + Thi Vai river system includes Thi Vai River, Go Da River and Cai Mep River. Distance of Thi Vai River to Cai Mep River is about 40 km. Average deep is 15-20m, the deepest is about 30 m at the river fork of Thi Vai, Go Da, Cai Mep. The average width is about 550 m.
- *Length:* 36.5 km (from buoy No. "GR5" Ganh Rai gulf to Phuoc Thai port).
- *Specifications:*
 - + Irregular semi-diurnal tide, average range: 3.87m.
 - + Max water level: 4.70 m.
 - + Lowest depth: 9.3m.
 - + Minimum radius of curvature is 350m at Tac Ca Trung.
 - + According to Notice of Marines No. HCM – 43 – 2012 and VTU – 64 – 2012 for depth after dredging- maintenance Vung Tau – Thi Vai year 2012.
 - + Channel: area 1 (from Km0-100 to Km0+600); area 2 (from Km1+600 to Km4+800); Area 3 (from Km7+440 to Km26+000), Vung Tau – Thi Vai channel.



+ Bottom of channel is designed with breath 310m from Km0-100 to Km0+600 and from Km1+600 to Km4+800. Vung Tau – Thi Vai channel is limited and guided by marine signal system with basis water level “0 marine chart” about 12.0 m.

+ Bottom of channel is designed with breath 310m from Km13+000 to Km17+200. Vung Tau – Thi Vai channel is limited and guided by marine signal system with basis water level “0 marine chart” about 12.8m. Hence, with tidal, vessel have draft about 14m could shifting on this channel, equivalent vessel about 80,000 DWT could be shifting when laden.

b) Information of Quan Chanh Bo channel:

Quan Chanh Bo channel is technically passed from 20 Jan 2016. This channel is invested and renovated with total length 46.5 km, including 4 sections: Hau river section has length 12.1 km (from Quan Chanh Bo channel to on the upstream of Hau river), section Quan Chanh Bo has length 19.2 km, section Tat channel has length 8.2 km and section Sea channel has length 7.0 km. This channel is designed for vessel about 15,000 DWT in laden, vessel 20,000 DWT, not laden and vessels have suitable particulars to maneuver. The depth of channel is about 6.5 m in 2016, but now just 4.0 m due to the consolidation of alluvial. Breath of channel is about 85 m and the vessel must maneuver one way only as control of Port Authority. The tidal water level is about 3- 3.5 m, so max draft for the vessel when shifting via the channel is 6 – 6.5 m only.

Quan Chanh Bo channel is designed for vessel above 5,000 DWT due to draft restriction at Dinh An channel. Meantime, as the rule of port authority, small vessel (under 5,000 DWT) or barge with tug pushing (pontoon) is prohibited from shifting the channel due to safety reason. (Limitation of breath, turning basin as well as difficulty when shifting/controlling the barge with tug pushing in the narrowed channel).

c) Information of Dinh An estuary and Hau River channel

- Geography:

+ Dinh An estuary locates in sea area of Tra Vinh province. Dinh An channel in Hau River is one of nine estuary of Cuu Long River to the ocean. This channel start from buoy No. “0” and end at Can Tho port, Can Tho city.

+ This channel is separated into two sections: from buoy No. “0” to buoy No. “25” and from buoy No. “25” to buoy No. “102”.

+ Length of channel: from buoy No. “0” to port of Song Hau 1 thermal power plant is about 90 km.

- Characteristics:

+ Semi-diurnal tide.

+ The highest water level at Dinh An Estuary: 4.61 m.

+ Designed width: 100 m.

+ The lowest natural depth: The distance from Buoy No. “25” to Can Tho Port: 7.3 m (from Buoy No. “25” to Buoy No. “31”); the distance from Buoy No. “0” to Buoy No. “25”: this current following is very complicated so dredging operation and float moving are required to take advantage of the nature depth for the vessels to sail normally.



+ The water stream will be stable at the depth of 2,1m in the area from the buoy No. “3”, No. “4” to buoy No. “9”, No. “10”.

+ Designed depth: 3,4m -> 3,8m. No. 0 Marine Chart, for the distance from buoy No. “0” to buoy No. “14”, shows the tricky current of the remaining dune, which maritime signals usually are adjusted to enable the vessels to use the natural depth during sailing time.

+ According to the Maritime Notification No. TVH – 05 -2012 about the depth of Dinh An - Can Tho: the distance from the buoy No. “ 0” to the buoys No. “7” & “8” makes a few scattered shallow points’ appearance with their depth less than 3.5 mm, and from the buoy No. “7” to the buoy No. “14”, the shallow points with a depth of less than 3.5 m lengthen for over 2 km. The most minimum depth is 2.2 m located in 10 m away from the right side of the current, which is the upper buoy No. “9” plus 50 km at the coordinates, Lat 09028’07”6 N/ Long 106026’07”4 E:

+ Due to the particularity of the estuarine area, the annual amount of alluvium is very high so the dredging process has to be maintained accordingly. Therefore, if the plan is to go into Hau River through Dinh An Estuary, it’s necessary to understand the tide schedule and apply it to move through Dinh An Estuary when the water reaches the appropriate level in the mudflats. For safety reason and due to draft restriction, nowadays vessel above 5,000 DWT should shift to Song Hau 1/ Can Tho via Quan Chanh Bo channel.

3.2.4. Information of Transshipment Location

a) Go Gia, Vung Tau:

- Go Gia Transshipment is currently managed by Ho Chi Minh Port Authority. Ministry of Transport approved the proposal of Go Gia having more 11 pairs of anchor buoy for ships from 30,000 – 150,000 DWT. However, the tonnage of a ship must also be compatible with the navigation channel. At present, the depth of the Go Gia River is very large and its lowest water level is 13.9 m. However, the distance from Buoy No. “0” of Vung Tau to Go Gia River via Thi Vai Channel, only the ships from 70,000 to 80,000 DWT can be accepted to shift because of the limited depth at Thi Vai. The dimension of the anchorage should be large and convenient enough for transshipment.

- Building two turning basins with the diameters, 550 m and 380 m has been chosen to be one of the upcoming projects. However, Go Gia currently has 2 pairs of buoy with the allowed deadweight of 60,000 DW belonging to Hung Thai company. In order for the chosen project to start, these 2 pairs of buoy will need to be removed.

- The distance from Buoy 0 to the anchorage is very close and is closer to Song Hau Thermalpower Plant than Thieng Lieng Anchorage.

- Note: If you look for a transshipment location for ships over 70,000 DWT, the best consideration will be Go Gia due to its nature depth in the South East.

b) Thieng Lieng, Ho Chi Minh city

- Thieng Lieng Transshipment Area is under the management of Sai Gon Port Authority. It is about 15 miles away from the Buoy No. 0 Vung Tau.

- The depth: 8.5 m.

- There are 3 mooring buoys which are compatible with the 60,000 DWT vessels with the depth of 13.5 m.



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- The productivity of unloading goods by means of a crane is estimated to be 8,000 tons/day (3 shifts including weekends) under the good weather condition.
 - However, the width of Thieng Lieng anchorage is fairly narrow, and the accessible entrance reaches 12 m (including tides) from Vung Tau. In fact, only 50,000 DWT laden vessel are accepted.
- c) *Soai Rap, Ho Chi Minh city*
- Soai Rap Anchorage is under the management of Sai Gon Port Authority. 5 miles is the distance from its location to the Buoy No. 0.
 - The depth of 9.5 m combined with tides enables the 30,000 DWT carriers under laden situation or 50,000 DWT carriers under offload to travel. As planned, it will be next to dredge until a particular depth of 12 m to ensure the 70,000 DWT ships to pass through while taking advantages of tides.
 - According to the proposal of Ho Chi Minh Port to Vietnamese Maritime Administration, Soai Rap River will have 14 berths including 6 berths for 70,000 DWT ships, the other six for 50,000 DWT vessels, and the remaining one for 30,000 DWT vessels. Besides that, 13 mooring buoys are available to use for smaller vessels in the range of 1,000 – 3,000 DWT.
 - The advantage of this Transshipment area is its large width. Compared to Go Gia Anchorage, this advantage makes the distance to Long Phu 1 and Song hau 1 Thermal Power Plant to be about 12 nautical miles closer.
 - In order for 70,000 DWT vessels to be in service, it depends on the rate of dredging process III.

d) *Estuary of Song Hau Area*

- General information: In order to perform the transfer of coal in the area in out side of the Dinh An estuary in good weather season (from March to October every year). Coal transport projects will be done in the area of license by Vietnam Ministry of Transportation. This area is the transshipment zone for the clusters of thermal power plants in the Mekong Delta include: Duyen Hai, Long Phu 1 and Song Hau 1.
- The depth of transshipment zone: According to the BA Chart – 3986, the depth of transshipment zone is varies from 15m to 20m which is suitable for Supramax ship and Panamax ship. In addition, this depth is also safe for the operation of floating cranes and self-propelled barges.

The influence of the weather (wave, wind, climate...etc): Typical weather conditions include sea waves, weather, winds which is sometime directly affect the handling of floating cranes. At the time of the survey, the wave height ranged from 0.5 to 0.6 meters. However, in the months before the northeast monsoon coming, the oscillation of the waves have be measured about 0.8 to 1.3 meters. In the bad weather conditions, the wave height maybe up to 4 meters. Therefore, during the bad weather season (from November to February every year), when the wave height is over 1.5 meters which will directly affect the coal conveying equipment down to the barge. At that time, the coal conveying will be changed at another area such as Go Gia Anchorage or Thieng Lieng Anchorage.



Section 4. Other requirements

- Seller shall do customs clearance at discharging port and do other services for cargo at transshipment/discharging port;
- In order to save time and convenience to perform the Contract, the Parties agreed that the Bidder shall be Buyer's representatives as the importer of coal with the provided quantity in accordance with the Contract if authorized by Buyer.



PART 3. CONDITIONS OF CONTRACT AND CONTRACT FORMS

CHAPTER VI. GENERAL CONDITIONS OF CONTRACT

1. Definitions and Interpretations	Definitions and Interpretations shall be specified in the Special Conditions of contract (SCC).
2. Order of precedence	<p>All documents forming the Contract shall be arranged according to the following order of precedence:</p> <p>2.1. The Contract (Scope of supply, Price Schedule and other Appendices are enclosed);</p> <p>2.2. Contract Conclusion Record;</p> <p>2.3. Decision on approval for Bidder selection result;</p> <p>2.4. Special Conditions of contract (SCC);</p> <p>2.5. General Conditions of contract (GCC);</p> <p>2.6. Bid Proposal and clarifications of Bid Proposal of the Supplier;</p> <p>2.7. Bidding Documents and amending documents thereof (if any);</p> <p>2.8. Other documents specified in the SCC.</p>
3. Governing Law and language	<p>- This Contract, and any non-contractual obligations arising out of, or in connection with, this Contract, will be governed by, and construed in accordance with, the laws of S.R. Vietnam.</p> <p>- This Contract has been prepared and negotiated in English and Vietnamese, which will be the governing language. If required by Applicable Law, any party may require that the Contract be translated and (if required) signed in another language. In case, there is any contradiction between the versions, the English language version shall prevail to the extent of such inconsistency and the other language version shall be amended accordingly to reflect the meaning of the English version.</p>
4. Authorization	Unless otherwise prescribed by SCC, the Purchaser may give or revoke authorization to any person upon the Notice sent to the Supplier.
5. Notices	Any notice given by one party to the other pursuant to the Contract shall be specified in the SCC.
6. Performance Security	<p>6.1. The Supplier shall, before the deadline specified in the Notification of contract award, provide a performance security for the Purchaser. The performance security shall apply format, value and effect as specified in the SCC.</p> <p>6.2. The time limit for which the performance security is returned shall be specified in the SCC.</p>
7. Subcontractor	7.1. The Supplier is entitled to conclude agreements with subcontractors mentioned in the list of subcontractors as



	<p>prescribed in SCC to perform part of tasks as specified in the Bid Proposal. The employment of subcontractors shall not change any duty or obligation of the Supplier. The Supplier shall be accountable to the Purchaser for quantity, quality, schedule and other obligations performed by the subcontractors.</p> <p>Replacement and addition of subcontractors beyond the list mentioned in this Section is subject to permission by the Purchaser with appropriate reasons.</p> <p>7.2. The Supplier may not employ the subcontractors for any task other than those tasks performed by the subcontractors as mentioned in the Bid Proposal.</p> <p>7.3. Other requirements pertaining to the subcontractors specified in the SCC.</p>
8. Settlement of Disputes	<p>8.1. The Purchaser and the Supplier shall make every effort to resolve by direct informal negotiation or conciliation any disagreement or dispute arising between them.</p> <p>8.2. If the disagreement or dispute cannot be settled by direct informal negotiation or conciliation within the time limit prescribed in the SCC from the date on which the disagreement or dispute arise, any party may request the regime for dispute settlement specified in the SCC.</p>
9. Scope of supply	The Goods and Related Services to be supplied as specified in the Chapter V – Scope of Supply shall be an integral part of the Contract.
10. Delivery of Goods and Completion of Related Services (if any) and Documents	The Delivery of the Goods and Completion of the Related Services (if any) shall be in accordance with Appendix 2 – Scope of supply. The Supplier shall provide invoices and/or other documents prescribed in the SCC.
11. Supplier's Responsibilities	<p>11.1. The Supplier shall supply all the Goods and Related Services (if any) included in the Scope of Supply in accordance with GCC Section 9, and the Delivery and Completion Schedule, as per GCC Section 10.</p> <p>Other Supplier's responsibilities as per SCC 11.1.</p> <p>11.2. Source of Coal</p> <p>11.2. 1. Source of Coal</p> <p>Coal supplied and sold by the Seller and purchased and received by the Purchaser shall be supplied from Coal Mines/Coal Traders/Coal Producers as per Appendix 1B.</p> <p>11.2.2. Maintenance of Reserves</p> <p>During the term of this Contract, the Seller:</p> <ul style="list-style-type: none"> - shall maintain the quantity of Coal in Proven Coal Reserves and Possible Coal Reserves at Approved Mines and / or shall otherwise



procure that quantity of Coal that, in aggregate, is equal to at least 130% of the aggregate of the Seller's total Coal Reserves;

- shall not contract to sell Coal from the Proved Reserves of Coal to third parties in quantities that could jeopardize Supplier's ability to deliver the maximum quantity of Coal that Purchaser is entitled to purchase from Supplier under this Contract or that could cause Supplier to interrupt or delay any deliveries to be made to Purchaser under this Contract.

11.2.3. Information about Coal, Approved Mines and the Seller's compliance with its obligations

(a) The Seller shall, at its expense, provide the Purchaser with such information as the Purchaser (or the Financing Parties) may, from time to time, reasonably request concerning: (i) the Seller's Approved Mines, Proven Coal Reserves and Possible Coal Reserves; (ii) its or each of the Approved Mines' production plan and volumes; (iii) historic quality of coal at the Approved Mines and anticipated future quality of the coal; (iv) its production capacity and the total amount of the Seller's commitments to supply and deliver Coal under this Contract and other contracts; and (v) its compliance with its obligations under this Contract.

(b) The Seller hereby agrees to provide access to its Data Room and all other reasonable assistance to the Purchaser and/or the Purchaser's selected independent firm in connection with such review, subject to the independent firm entering into a non-disclosure agreement with the Seller. The Seller shall also provide the Purchaser and/or such independent firm access to visually inspect its mining sites at times reasonably agreed with the Purchaser with a view towards minimizing any interference with site operations by the Seller.

11.2.4. Substitute Coal

The Seller shall be entitled to supply the Purchaser with coal from Proven Coal Reserves and Possible Coal Reserves owned or operated by the Seller or an Affiliate of the Seller or by a third party ("Substitute Coal"), provided:

(a) unless expressly approved by the Purchaser, the Substitute Coal meets the Coal Quality Specifications in Appendix 2 – Scope of Supply and shall be delivered to the Purchaser substantially under the same terms, including price, as would have applied under this Contract had an equivalent supply of Coal been made from the Coal source identified in above mentioned GCC 11.2.1; and

(b) the supply of the Substitute Coal from the relevant coal source has been approved in advance in writing by the Purchaser with such approval not to be unreasonably withheld.

Unless otherwise agreed, the Coal Quality Rejection Limits to be specified as per Appendix 2 – Scope of Supply and other terms of this Contract shall apply to all Substitute Coal supplied by the Seller under this Contract.



11.3. The Seller shall comply fully with all Consents and Legal Requirements applicable or relevant to its performance of this Contract, including, without limitation, Consents and Legal Requirements relating to pollution or protection of human health or the environment including, without limitation, Legal Requirements relating to emissions, discharges, releases or threatened releases of coal, chemicals, pollutants, contaminants, wastes, toxic substances, petroleum and petroleum products. Seller shall procure and maintain all Consents that Seller is required by any applicable Legal Requirements to have for the conduct of its business and the performance of its obligations hereunder.

11.4. Seller shall promptly notify Buyer of any failure to comply in any material respects with this Contract.

11.5. Access to Records

(a) The Buyer's duly authorized Representatives shall, upon reasonable notice, be given access, at all reasonable times during the term of this Contract and for three years thereafter by the Seller to:

(i) relevant documents which the said Representatives may require to substantiate the origin, quantity, qualities, and price adjustment of the Coal shipped to the Buyer under this Contract; and

(ii) upon reasonable notice, to such personnel who may reasonably be expected to be familiar with the documents referred to in GCC 11.5(a)(i).

(b) Without limiting GCC 11.5(a), the Seller shall provide all reasonable assistance to the Buyer to obtain access to such records of any nominated Certified Testing Laboratory and any other subcontractor to ensure that the terms and conditions of this Contract have been complied with.

(c) All accounts of the Seller shall be maintained in accordance with generally accepted accounting principles.

(d) All such accounts, records and documents may be reproduced by the said Representatives and shall be kept by the Seller for two years after the termination of this Contract.

(e) The Buyer agrees that it shall and shall cause its authorized Representatives to maintain the confidentiality of all confidential information received pursuant to this GCC 11.5.

11.6. Seller's Representations and Warranties:

In addition to the representations and warranties set forth elsewhere in this Contract, Seller hereby represents and warrants to the Buyer as follows:

i) Seller is a company duly organized and in good standing under the laws of the Country, where the Seller's company registered and has been duly authorized by all requisite corporation action to execute and deliver this Contract. Seller further represents that it is not involved in any litigation with any party which would jeopardize or impair Seller's



	<p>ability to perform this Contract.</p> <p>ii) The person executing and delivering this Contract on Seller's behalf is acting pursuant to proper authorization, and this Contract is the valid and binding obligation of Seller and is enforceable in accordance with its terms except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).</p> <p>iii) Neither the execution and delivery by Seller of this Contract nor the consummation by Seller of the transactions contemplated hereby is an event which, of itself or with the giving of notice or the passage of time or both, constitutes a violation of or will conflict with or result in any material breach of or any default under the terms, conditions or provisions of any judgment, law, rule or regulation to which Seller is subject, or of Seller's organizational documents, or of any agreement or instrument to which Seller is a party or by which it is bound.</p> <p>11.7. Special Covenants of Seller:</p> <p>In addition to all other covenants of Seller made herein, Seller hereby covenants and agrees as follows:</p> <p>i) Seller covenants and agrees with the Buyer that all coal sold by Seller pursuant to this Contract will be delivered by Seller free from all liens (except carriers' liens) and adverse claims.</p> <p>ii) Seller will own, lease or control sufficient quantities of specified coal to meet the delivery requirements of this Contract over the specified Term.</p> <p>iii) Seller's affiliates will obtain and maintain all Permits necessary to all mine and deliver the quantity of coal required to meet its obligations for the Term of this Contract.</p> <p>11.8. Indemnities</p> <p>11.8.1. Indemnification by the Supplier</p> <p>Subject to GCC 11.8.3, the Supplier indemnifies the Purchaser against any claim, loss, damage, liability, cost and expense that may be incurred or sustained by the Purchaser arising out of any act, matter or thing done, permitted or omitted to be done by the Supplier or any of its Representatives in breach of the Supplier's obligations under this Contract.</p> <p>11.8.2. Indemnification by the Purchaser</p> <p>Subject to GCC 11.8.3, the Purchaser indemnifies the Supplier against any claim, loss, damage, liability, cost and expense that may be incurred or sustained by the Supplier arising out of any act, matter or thing done, permitted or omitted to be done by the Purchaser or any of its Representatives in breach of the Purchaser's obligations under this Contract.</p>
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	<p>11.8.3 Consequential loss</p> <p>Neither the Supplier nor the Purchaser will be liable to the other Party for any indirect, incidental, consequential, or punitive damages, including loss of profit under or in relation to this Agreement. However, nothing in this Clause 11.8.3 will limit or restrict the Supplier's obligations and liabilities under Appendix 2 – Scope of Supply.</p> <p>11.8.4. Survival</p> <p>This GCC 11 will survive the termination of this Contract.</p> <p>11.9. The Seller agrees that the Purchaser shall have the absolute and unlimited right at any time during the term of this Contract to procure coal from any third-party coal suppliers at any time.</p> <p>11.10. Legal Opinion</p> <p>Upon the request of Purchaser, Supplier shall cause counsel acceptable to Purchaser to deliver to Purchaser a legal opinion concerning this Agreement.</p> <p>11.11. Certificate of Origin (COO) for Customs Formalities</p> <p>The Supplier shall be ultimately responsible for providing COO as per Customs' requirement.</p> <p>(a) In case any electronic paper Certificate of Origin Form D is rejected by Vietnam Customs Authority, the Purchaser shall inform the Supplier in writing indicating status and reasons for the rejection in accordance with relevant regulations. In such case, submitted shipment documents of the respective shipment shall not be considered adequate and valid, NOR shall not be accepted by the Purchaser. Upon the receipt of the Purchaser's notice of such rejection, the Supplier shall, at their own cost, be accountable to re-issue the valid Certificate of Origin Form D as soon as possible before Cargo unloading.</p> <p>(b) In case any electronic Certificate of Origin Form D (e-COO) does not show on the Customs System of Vietnam, the Purchaser shall inform the Supplier in writing indicating the status of e-COO. In such case, submitted shipment documents of the respective shipment shall not be considered adequate and valid. NOR shall not be accepted by the Purchaser. Upon the receipt of the Purchaser's notice, the Supplier shall, at their own cost, be accountable to immediately re-transmit the e-COO or provide the Purchaser its original paper Certificate of Origin Form D (with a both sided color scanned copy by email before Cargo unloading) within seven (07) Business Days from the time when such re-transmission is not successful.</p> <p>Failure by the Supplier to submit the valid Certificate of Origin Form D as required in GCC 11.11 (a) and GCC 11.11 (b) above, the Supplier shall bear import tax of the respective shipment as a result of such failure. The relative amount(s) of import tax will be paid by the Purchaser and reimbursed by the Supplier by deducting from Final Invoice amounts of any shipments and/or deducting from the Performance security or may be otherwise agreed by both Parties until</p>
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	<p>full amount of import tax is recovered.</p> <p>11.12. Other Supplier’s Responsibilities</p> <ul style="list-style-type: none"> - Seller shall do customs clearance at transshipment/discharging port and do other services for cargo at transshipment/discharging port; - In order to save time and convenience to perform the Contract, the Parties agreed that the Seller shall be Buyer’s representatives as the importer of coal with the provided quantity in accordance with the Contract if authorized by Buyer.
12. Type of Contract and Contract Price	<p>12.1. Type of contract: specified in SCC.</p> <p>12.2. The Contract price specified in the SCC is the total expenses incurred from fulfillment of provision of Goods and Related services of the procurement mentioned in the Price Schedules according to requirements pertaining to schedule and quality of the procurement The Contract price includes total expense incurred from taxes, fees and charge (if any).</p> <p>12.3. The Price Schedules specified in the Attachment No.1 of Appendix 3 - Pricing and Adjustment is an integral part of this Contract.</p>
13. Adjustment of Contract Price and Contract Quantity	<p>The adjustment of contract price and contract quantity shall be specified in the SCC.</p>
14. Tax Adjustment	<p>The tax adjustment shall be specified in the SCC.</p>
15. Advance payment	<p>If T/T is specified as payment method in Appendix 1 Item 10:</p> <p>15.1. The Purchaser shall provide the Supplier with an Advance Payment as specified in the SCC against a Bank Guarantee for equivalent advance payment. The Bank Guarantee for advance payment must be issued by a bank or a credit institution lawfully operating in Vietnam (except for Bank Guarantee issued by VPBank – Hai Phong Branch) and remain valid until the advanced payment is totally refunded; the value of the Bank Guarantee for advance payment shall gradually decrease equivalent to the refunded amount of advance payment by the Supplier. The advance payment shall not be charged interest.</p> <p>15.2. The Supplier may only use the advance payment for the Contract execution. The Supplier is required to justify the proper use of such advance by submitting copies of invoice and relevant documents to the Purchaser. The Bank Guarantee for advance payment shall be revoked from the Supplier upon their failure to use the advance properly.</p> <p>15.3. The amount of advance shall be refunded by deducting an amount from the due payments with a given rate according to</p>



	the rate of task completion.
16. Terms of Payment	<p>16.1. The payment shall be specified in the SCC. In the event that the Purchaser fails to pay the Supplier any payment by its due date, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the next payment. The rate, for the period of delay until payment has been made in full, shall apply the rate in force in terms of commercial loans in USD/VND.</p> <p>16.2. Payment currency: USD/VND.</p>
17. Copyright	The Supplier shall totally take responsibility for any damage incurring by complaints of a third party in terms of violations against intellectual property copyright of goods furnished to the Purchaser by the Supplier.
18. Confidential Information	<p>18.1. The Supplier shall keep confidential and shall not, without the written consent of the Purchaser hereto, divulge to any third party unrelated to the performance of the Contract any content of the Contract as well as an technical specifications, diagram, drawings, model, or other information furnished the Purchaser or the Purchaser's representative. The Supplier may only provide information for persons related to the performance of the Contract in conformity with the confidential regime and necessary scope for the performance of the Contract.</p> <p>18.2. The Purchaser/Seller shall not, without the written consent of the Seller/Purchaser, use any document or other information specified in GCC Section 18.1 for any purpose other than the performance of the Contract.</p> <p>18.3. All documents prescribed in GCC Section 18.1 are under ownership of the Purchaser. The Supplier shall, at the request of the Purchaser, return above documents (including copies thereof) upon the completion of the performance of the Contract.</p>
19. Specifications and Standards	The Goods and Related Services supplied under this Contract shall conform to the technical specifications mentioned in Appendix 2 – Scope of supply and standards mentioned in Appendix 6 – Sampling and Analysis Standards; when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of Purchaser.
20. Packing	The Supplier shall provide such packing of the Goods during transit to their final destination in conformity with each type of vehicle as indicated in the SCC. The packing is required to prevent their damage due to collision during material handling or shipment process and other environmental factors. Packing case size and weights shall take into consideration, where appropriate, the remoteness, vehicles, infrastructure, etc. from the good's departure point to the goods' final destination.



21. Insurance	The Goods supplied under the Contract shall be fully insured against loss or damage incidental to transportation, storage, and delivery as specified in the SCC.
22. Delivery and services	Requirements pertaining to shipment and other requirements as specified in the SCC.
23. Inspections and Tests	<p>23.1. The Supplier or its designated representative shall be entitled to attend the tests and/or inspections to justify that the Goods meet the specifications required by the Contract. Contents, place and methods for tests and inspections shall be specified in the SCC.</p> <p>23.2. The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications. If the Supplier fails to make alternations or rectify such rejected Goods or parts thereof, the Purchaser shall be entitled to rectify or make alternations when necessary and cost and risk to be for the Supplier.</p> <p>23.3. Subject to regulations in GCC Section 23.1 and Section 23.2, the Supplier is not exempt from obligation to warranty or other obligations under this Contract.</p>
24. Liquidated Damages	Except for force majeure events provided under GCC Section 26, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance. The Purchaser shall deduct up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Section 29.
25. Representations and Warranties	<p>25.1. The Supplier warrants that all the Goods are new, unused, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract. The Supplier further warrants that the Goods shall be free from defects under normal use in the conditions.</p> <p>25.2. The requirements pertaining to Representations and Warranties shall be specified in the SCC.</p>
26. Force Majeure	<p>26.1. For purposes of this Contract, “Force Majeure” means an event or situation beyond the control of the Supplier and Purchaser that is unforeseen, unavoidable. Such events may include wars or disturbances, strikes, fires, floods and epidemics.</p> <p>26.2. Other contents specified in the Appendix 12 Force Majeure.</p>



	In the event that any dispute between contracting parties due to the occurrence or extent of the force majeure event, the dispute shall be settled as prescribed in GCC Section 8.
27. Contract Amendments	<p>27.1 The contract amendments may be made if there is any the following change or supplement:</p> <ul style="list-style-type: none"> a) changes in drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser; b) Supplement to work items, goods or service beyond the work scope as prescribed in the Contract; c) the method of shipment or packing; d) the place of delivery; dd) time for performance of the Contract; and e) Other contents specified in the SCC. <p>27.2. Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.</p>
28. Extensions of Time	<p>The time for performance may only be adjusted in the following cases:</p> <p>28.1. In the event of force majeure events, without any violation or mistake committed by any contracting party;</p> <p>28.2. In case of changes to scope of supply, methods of supply upon objective requirements that affect the time of performance;</p> <p>28.3. Other cases prescribed in the SCC.</p>
29. Default and Termination	<p>29.1. The Purchaser or the Supplier may, in the event that any party commit basic violations against the Contract, terminate the Contract in whole or in part:</p> <ul style="list-style-type: none"> a) if the Supplier fails to perform any of its material or all of obligations of the Contract within the period specified in the Contract, or within any extension thereof granted by the Purchaser; b) if the Purchaser or the Supplier goes bankrupt or liquidate assets for restructure or acquisition; c) if the Supplier has engaged in fraud and corruption, as defined in Article 16 of the Law on Bidding No. 22/2023/QH15 in competing for or in executing the Contract; d) Other cases prescribed in the SCC. <p>29.2. In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Section 29.1(a), the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not</p>



	<p>terminated and be held accountable for warranty on such performance.</p> <p>29.3. In the event that either party terminate the Contract as specified in GCC 29.1 (b) if the Purchaser or the Supplier goes bankrupt or liquidate assets for restructure or acquisition), that party shall not be liable to any damage. All the rights of that party prescribed in the Contract and regulations of law shall be reserved regardless of the termination of the Contract.</p>
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CHAPTER VII. SPECIAL CONDITIONS OF CONTRACT

Unless provided otherwise, all special conditions of contract shall be completed before issuing Bidding Documents.

GCC 1.1	Definitions and Interpretations shall be specified in the Appendix 1
GCC 1.3	The Supplier is:
GCC 1.11	The Project Site(s)/Final Destination(s) is/are Song Hau 1 Thermal Power Plant is located in Phu Xuan Hamlet, Chau Thanh Village, Can Tho City, Vietnam.
GCC 2.8	The following documents are integral parts of the Contract: None.
GCC 4	Not used
GCC 5.1	<p>Any notice, demand, consent or other communication (a Notice) given or made under this Contract:</p> <p>(a) must be in writing and signed by the sender or a person duly authorized by the sender;</p> <p>(b) must be delivered to the intended recipient by prepaid post (if posted to an address in another country, by registered airmail) or by hand or fax to the address or fax number below or the address or fax number last notified by the intended recipient to the sender:</p> <p style="padding-left: 40px;">(i) to the Buyer: Petrovietnam Power Generation Branch – Vietnam National Industry – Energy Group Address: 1st Floor VPI Tower, 167 Trung Kinh Street, Yen Hoa Ward, Ha Noi, Vietnam. Attention: Mr. Nguyen Huy Vuong – Vice Director Telephone: +84 024 33647799 Fax: +84 024 33647799 Email address: vanthuhn@pvpgb.vn</p> <p style="padding-left: 40px;">(ii) to the Seller: Address: Phone number: +84 Fax: +84 Email: Account number: Tax code: Representative: Position: General Director Power of Attorney No.</p> <p>(c) will be conclusively taken to be duly given or made:</p> <p style="padding-left: 40px;">(i) in the case of delivery in person, when delivered;</p> <p style="padding-left: 40px;">(ii) in the case of delivery by post, two business days after the date of posting (if posted to an address in the same country) or seven business days after the date of posting (if posted to an address in another country);</p>



	<p>(iii) in the case of facsimile, on receipt by the sender of a transmission control report from the dispatching machine showing the relevant number of pages and the correct destination fax number or name of recipient and indicating that the transmission has been made without error; and</p> <p>(iv) in the case of email on receipt by the sender of an email acknowledgement from the recipient's information system that the Notice has been delivered to the email address stated above, but if the result is that a Notice would be taken to be given or made on a day that is not a business day in the place to which the Notice is sent or is later than 4:00 pm (local time) it will be conclusively taken to have been duly given or made at the start of business on the next business day in that place.</p>
<p>GCC 6.1</p>	<ul style="list-style-type: none"> - Method for Performance Security: a Performance Security in the form of a Bank Guarantee issued by a bank or a financial institution legally operating in Vietnam. Bank Guarantee must be guaranteed without conditions (payment upon request, according to Form No. 21 Chapter VIII - Schedule contract form). - The amount of the Performance Security: 10% (ten percent) of the Contract Price. - Effect of the Performance Security: The Supplier shall perform its obligations in accordance with the terms and conditions of the Contract, the Supplier shall, within ten (10) Business Days (according to Vietnam's business day) from sign date of the Contract and at its expense, deposit a performance security (the Performance Security) issued in the form given in Form 21 by a bank acceptable to the Purchaser in an amount of 10% of Contract Price. The effect of Performance security will be valid for effective Contract duration plus 30 days. - The Purchaser/Bid solicitor does not accept Performance Security issued by VPBank – Hai Phong Branch. In case the condition of Performance Security stipulates its expiry date; On twenty-eight (28) calendar days prior to the expiry date, the Supplier shall: <ul style="list-style-type: none"> (a) extend the Performance Security's effectiveness until the end the term of contract, and (b) submit to the Purchaser the extended Performance Security at 14 calendar days prior to the expiry dated stated in the Performance Security. <p>During the Contract performance, if the Purchaser deduct the amount(s) of Penalty from the Performance security due to the Supplier's fault, the Supplier is responsible for adding an amount to the Performance Security to ensure the value of Performance Security as required in the Contract (10% of Contract value) within 30 days since the date of the request letter from the Purchaser.</p> <p>If the Supplier fails to cause the Performance Security required hereunder to be deposited within the required time period specified above, the Purchaser shall have the right to draw the full amount of the Supplier's Bid Security and may immediately terminate this Contract without any liabilities to the Supplier, in its sole discretion.</p>
<p>GCC 6.2</p>	<p>Deadline for refunding Performance Security: within 30 days from Contract</p>



	expired date or the date in confirmation letter from the Buyer.
GCC 7.1	List of subcontractors:
GCC 7.3	Other requirements applied to subcontractors: None.
GCC 8.2	<p>Dispute Resolution</p> <p>8.2.1 Negotiation</p> <p>If there is a dispute (other than a dispute that is subject to either (Appendix 5 and Appendix 8) between the Parties relating to or arising out of this Contract (Dispute), then subject to any express provisions to the contrary set out in this Contract, within 5 Business Days of a Party notifying the other Party, senior Representatives from each Party must meet and use all reasonable endeavors acting in good faith to resolve the Dispute by joint discussions.</p> <p>8.2.2 Arbitration</p> <p>(a) If the Dispute is not resolved in accordance with Section 8.2.1 above within thirty (30) days of a Party notifying the other Party in writing of the Dispute (or such longer period as may be agreed by the Parties), a Party may, by written notice to the other Party, refer the Dispute to arbitration at the Vietnam International Arbitration Centre at the Vietnam Chamber of Commerce and Industry ("VIAC") in accordance with its rules of arbitration ("VIAC Rules").</p> <p>(b) The arbitration must be conducted by three arbitrators, unless the Parties agree to a sole arbitrator within 15 days after the date on which the claimant's request for arbitration is received by the other Party.</p> <p>(c) If the arbitration is to be conducted by a sole arbitrator, then the arbitrator must be an independent person agreed between the Parties, or failing agreement, an arbitrator appointed in accordance with the VIAC Rules.</p> <p>(d) If the arbitration is to be conducted by three arbitrators, such arbitrators shall be nominated in accordance with the VIAC Rules except that each of the Parties shall nominate one arbitrator within 15 days after the date on which the claimant's request for arbitration is received by the other Party, and the two Party-nominated arbitrators so appointed must select the third arbitrator within 15 days after the date on which the latter of the two Party-nominated arbitrators has been appointed by the Parties. If a Party fails to appoint an arbitrator to which it is entitled, or if the two Party-nominated arbitrators cannot reach an agreement on the presiding arbitrator within the applicable time period, then the remainder of the three arbitrators not yet appointed will be appointed in accordance with the VIAC Rules.</p> <p>(e) The language of arbitration will be English.</p> <p>(f) Any arbitration meetings and proceedings under this Section 8.2.2 must be held in Vietnam.</p> <p>(g) Subject to Section 8.2.1, arbitration will be the exclusive method for resolution of a Dispute. The arbitration award will be final and binding upon the Parties and can be used as a basis for enforcement thereof in any competent court having jurisdiction over any Party and/or any of the Parties' assets or properties.</p> <p>(h) During the period of submission to arbitration and thereafter until the granting of the arbitral award, the Parties must, except in the event of termination, continue to perform all their respective obligations under this Contract without prejudice to a final adjustment in accordance with the said award.</p>



	<p>(j) The provisions contained in this Clause 8.2.2 will survive the termination or expiration of this Contract.</p> <p>(k) Each of the Parties will be responsible for their own respective costs incurred in relation to the arbitration proceedings, unless the arbitral award provides otherwise.</p> <p>(l) Notwithstanding anything herein to the contrary, the Parties agree that the provisions set out in Section 2 of Appendix 3 regarding the determination of changes in price indices and external price references are exclusive as regards the determination of such matters.</p>
GCC 10	<p>The Supplier must provide following information and documents on shipment: Appendix 4 - Terms of Payment.</p> <p>The Purchaser must receive above documents before the receiving date of the Goods, if not, the Supplier shall be liable to any cost incurred from the late receipt.</p>
GCC 11.1	<p><i>All obligations and responsibilities of the Seller are specified including but not limited to following tasks:</i></p> <ul style="list-style-type: none"> - Submit Performance Security; - Submit the Advance Payment Security; - Sign complaint letter (if any); - Perform other tasks for contract: gathering and sending suitable documents to the Purchaser for payment of all shipments in accordance with terms and conditions of the Contract with the Purchaser, settle and collect payments from the Purchaser for all shipments, settle arising matter during contract's performance (if any), perform all other scope of works during the Contract's performance. - Arrange transshipment point and floating platform for coal transshipment from mother vessels (OG) to TS vessel/self-propelled barges at anchorage for all shipments in accordance with OG's expected period of arrival; - Arrange suitable TS vessel/self-propelled barges to carry coal from transshipment point to Song Hau 1 TPP's discharges port in accordance with delivery schedules stipulated in the Contract with the Purchaser; - Implement of coal delivery and receipt for all shipments with the Purchaser at the discharging port of Song Hau 1 TPP; - Managing the Contract's performance. - Provision of 1,500,000 MT $\pm 05\%$ of coal on FOB OG any safe port of [to be inserted] with sufficient quantity, suitable quality and timely schedule according to the Purchaser's requirement; - Organize loading cargoes on mother vessels at the loading port to ensure delivery schedules required by the Purchaser in the Contract; - Arrange 100% number of suitable vessels to carry coal from the loading port to SH1PP's discharge port in accordance with Purchase Order schedules and delivery schedules stipulated in the Contract; - Buy insurance for the cargoes of ocean-going vessel (mother vessel) and any domestic TS vessel/self-propelled barges. - Provide Loading Port Certificate of Analysis.



GCC 12.1	Type of contract: Price adjusted.
GCC 12.2	<p>The Contract Price: USD and VND (include all other taxes, other charges, fees ...; but exclude importation tax (if any) and environment tax and VAT of importation tax, VAT environment tax (if any)).</p> <p><i>In words: US dollar and Vietnamese dong.</i></p> <p><i>Note: Total Contract price was provisional with details as following:</i></p> <ul style="list-style-type: none"> - <i>Delivered Price shall be adjusted depend on Appendix 3 [Pricing and Adjustment];</i> - <i>The remaining prices (To be added in the accordance proposal).</i> - <i>Contract price is only provisionally calculated on the basis of Seller's offered price in accordance with provisions of Bidding Documents;</i> - <i>VAT will be settled according to the value at the time of invoice issuance.</i> - <i>The environmental tax and cost will be settled according to the terms and regulations at the invoice issuance time and payment amount according to the terms and regulations of the Contract.</i> <p><i>Details as per the attached spreadsheet.</i></p>
GCC 13	Adjustment to contract price is as Appendix 3 - Pricing and Adjustments.
GCC 14	Tax adjustments: permitted for tax adjustment. In the event that the tax adjustments are permitted to apply: “during the performance of the Contract, if the taxes, at the payment time, change (increase or decrease) and the tax adjustments are specified in the Contract and the Supplier present the amount of taxes incurred, the difference of taxes shall be adjusted”.
GCC 15.1	Advance payment: ten percent (10%) of the total Contract price (excluding VAT).
GCC 16.1	Method of Payment: As Appendix 4 - Terms of Payment.
GCC 20	Not Applicable
GCC 21	The Seller procure, maintain and pay for insurance as set forth in Appendix 10 from financially sound and reputable insurers to the Buyer during all period when the Seller is responsible to perform this Contract. If requested by the Buyer, the Seller shall provide copies of its insurance policies to the Buyer without any delays.
GCC 22	Shipment requirements: As Appendix 2, 5,7, 8 and 9.
GCC 23.1	Inspection and tests: As Appendix 5 - Sampling, Analysis and Inspection.
GCC 24	<p>24.1. Delay liquidated damages:</p> <ul style="list-style-type: none"> a) Maximum liquidated damage is 8% of shipment Invoice Price. In case the liquidated damage reaches over maximum 8% of shipment Invoice Price, a Delivery Failure shall have occurred (Delivery Failure) and the Buyer may cancel its obligation to take Delivery of that Cargo under this Contract with no liability to the Buyer. b) For the avoidance of doubt, in the event of a Delivery Failure, whether or not the Buyer cancels its obligation to take Delivery of a Cargo that is subject to a Delivery Failure, such Delivery Failure will still count for the purposes of Section 1.2.4 of Appendix 2. c) In addition to other remedies that may be available to it, the Buyer shall



	<p>be entitled to deduct the amount of liquidated damages payable to it under this Clause from any amount payable by it to the Seller under the Contract Agreement and/or deduct the amount of liquidated damages from the Performance security.</p> <p>d) Other than in respect of an event of Force Majeure in accordance with GCC Section 26, if the Seller fails to issue Notices of Readiness for the TS shipment of coal within 07 days since the last day of their respective Laycans, from 8th day onward the Seller shall pay the Buyer liquidated damages for each day's delay for making the TS shipment in an amount computed at the rate of 0.5% of TS shipment value.</p> <p>24.2. Indemnification by the Seller</p> <p>Subject to clause 24 the Seller indemnifies the Buyer against any claim, loss, damage, liability, cost and expense that may be incurred or sustained by the Buyer arising out of any act, matter or thing done, permitted or omitted to be done by the Seller or any of its Representatives in breach of the Seller's obligations under this Contract.</p> <p>24.3. Indemnification by the Buyer</p> <p>Subject to clause 24, the Buyer indemnifies the Seller against any claim, loss, damage, liability, cost and expense that may be incurred or sustained by the Seller arising out of any act, matter or thing done, permitted or omitted to be done by the Buyer or any of its Representatives in breach of the Buyer's obligations under this Contract.</p>
<p>GCC 25.1</p>	<p>Not used</p>
<p>GCC 25.2</p>	<p><i>25.2.1. Mutual representations and warranties</i></p> <p>Each party represents and warrants to the other party as of the Effective Date and on the commercial operation date as follows:</p> <p>(a) it is duly incorporated and validly exists under the law of its place of incorporation;</p> <p>(b) it is not insolvent, and no receiver has been appointed over any part of its assets and no such appointment has been threatened;</p> <p>(c) it is not in liquidation and no proceedings have been brought or threatened for the purpose of it being wound up;</p> <p>(d) to the best of its knowledge and belief, there are no facts, matters or circumstances which give any person the right to apply for it to be liquidated or wound up;</p> <p>(e) no administrator, judicial manager, curator or similar officer has been appointed over all or any of its assets or undertaking, nor has any step preliminary to the appointment of such an officer been taken;</p> <p>(f) it has not entered into an arrangement, compromise or composition with or assignment for the benefit of its creditors or a class of them;</p> <p>(g) it is not (nor is taken to be under Applicable Law) unable to pay its debts, other than a debt or claim the subject of a good faith dispute, and has not stopped or suspended, or threatened to stop or suspend, the payment of all or a class of its debts;</p> <p>(h) the execution and delivery of this Contract has been properly authorized by it and it has obtained all necessary corporate action;</p>



- (i) it has full corporate power and lawful authority to execute and deliver this Contract and to consummate and perform or cause to be performed its obligations under this Contract and each transaction contemplated by this Contract to be performed by it;
- j) this Contract constitutes a legal, valid and binding obligation on it, enforceable in accordance with its terms by appropriate legal remedy;
- (k) all Authorizations and all other legislative, administrative and other action of any Governmental Agency required to authorize the execution, delivery and performance by it of this Contract have been taken or obtained and are in full force and effect except to the extent of such actions which by the terms hereof are to be taken at a later time;
- (l) the execution, delivery and performance of this Contract and each transaction contemplated by this Contract does not or will not (with or without the lapse of time, the giving of notice or both) contravene, conflict with or result in a breach of or default under
- (i) any provision of its Clauses of association or other constituent document;
 - (ii) any material term or provision of any security arrangement, undertaking, agreement or deed to which it is bound; or
 - (iii) any writ, order or injunction, judgement, or Applicable Law to which it is a Party or is subject or by which it is bound.

25.2.2. Supplier representations and warranties

In addition to the representations and warranties set out in Clause 15.1, the Supplier represents and warrants to the Purchaser as of the Effective Date and on the commercial operation date as follows:

- (a) it has the exclusive and legal right, and has and will maintain all necessary Authorizations required, to mine, sell, and Deliver Coal from the Coal Mine to the Purchaser in accordance with this Contract for the Term;
- (b) it has, or will have at the time of Delivery, full legal and beneficial title to all Coal supplied to the Purchaser under this Contract, free from any encumbrance;
- (c) the Coal will be available from the Reserves at the times required during the Term to permit the Supplier to produce and Deliver the Coal to the Purchaser in the quantities specified in this Contract;
- (d) it is experienced in the business of mining and transporting coal, and the Supplier possesses or will install or make available all infrastructure, equipment and personnel and has all legal and other rights required to mine and Deliver the quantity of Coal required to be supplied to the Purchaser under this Contract and otherwise perform its obligations under this Contract; and
- (e) it has no agreements or arrangements for the supply of, or other dealings with, Coal that could reasonably be expected to adversely affect its ability to perform its obligations under this Contract.
- (f) If the Supplier is a Consortium, all members in such Consortium shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract. In the process of contract performance, when one or more members of Consortium fail to perform the contract as assigned in the Consortium Agreement, the remaining members shall have to reassign the remaining tasks to ensure the successful completion of the signed contract between the Purchaser



	<p>and the Supplier. In such case that one or more members of Consortium are incapable of performing the contract, the liability of the Consortium and its members is unchanged for the performance of this Agreement.</p> <p>The representations and warranties set out in Clauses 25.2.2(a), 25.2.2(b), 25.2.2(d), 25.2.2(e) and 25.2.2(f) shall be repeated by the Supplier to the Purchaser upon Delivery of each Cargo under this Contract.</p>
GCC 27.1(e)	To be added
GCC 28.4	Not used.
GCC 29.1(d)	<p>Default and Termination</p> <p>29.1.1. Seller Events of Default</p> <p>Subject to GCC 26, each of the following events, acts, occurrences, or conditions will constitute a Seller Event of Default:</p> <ul style="list-style-type: none"> (a) Subject to Appendix 4 Terms of Payment the Seller fails to pay any amount required to be paid to the Buyer under this Contract when due and such failure to pay is not remedied within 30 days. (b) Any representation or warranty made by the Seller in this Contract is incorrect or misleading in any material respect. (c) The Seller breaches or fails to perform any of its material obligations under this Contract (other than a breach otherwise described in this Section 29.1.1), and such breach or failure is not remedied within 60 days after notice from the Buyer to the Seller. (d) Delivery Failures occur in accordance with Section 1.2.4 – Appendix 2 Scope of Supply (e) The Seller supplies more than three (03) deliveries of Coal in contract period which (i) do not comply with the Coal Quality Rejection Limits, (ii) do not otherwise comply with the Coal Quality Specifications, whether or not the Buyer has accepted any of the shipments. (f) The Seller fails to propose or implement a Remedial Plan reasonably acceptable to the Buyer as described in Section 1.2.4(b) or 1.2.3(b) of Appendix 2 Scope of Supply (g) The Seller ceases to hold all necessary Authorizations to perform its obligations under this Contract. (i) The Seller fails to comply with any decision or award of an expert or arbitrator rendered in accordance with this Contract within 30 days of such decision or award becoming binding and due. (j) The Seller is subject to an Insolvency Event. <p>29.1.2. Remedies following a Seller Event of Default</p> <p>If there is a Seller Event of Default, the Buyer may exercise any one or more of the following remedies, so long as the Seller Event of Default is continuing:</p> <ul style="list-style-type: none"> (a) Immediately terminate this Contract by notice in writing to the Seller, but only in respect of a Seller Event of Default referred to in Section



	<p>29.1.1(a), 29.1.1(c), 29.1.1(d), 29.1.1(e), 29.1.1(g), 29.1.1(h), 29.1.1(i) or 29.1.1(j);</p> <p>(b) Terminate this Contract by giving the Seller 60 days' notice in respect of a Seller Event of Default other than those referred to in Section 29.1.2(a) above, provided that the Seller does not remedy or cure the Seller Event of Default which is the subject of the notice to the reasonable satisfaction of the Buyer prior to the expiration of the notice period; and</p> <p>(c) Acquire Qualifying Alternate Coal in accordance with Section 1.2.4, Section 1.2.5 and Section 1.2.6 – Appendix 2 until the termination of this Contract.</p> <p>(d) When the Contract is terminated, the Buyer will not release the performance security and will cancel all the payments after the termination. In addition, the Seller shall also indemnify the Buyer for any cost and expense or loss thus incurred.</p> <p>The Buyer's termination rights set out in Section 29.1.2(a), Section 29.1.2(b), Section 29.1.2(c), Section 29.1.2(d) and Section 29.1.5 are the only rights of the Buyer to terminate this Contract, and the Buyer waives any other rights (whether at law, in equity, under statute or otherwise) to terminate this Contract.</p> <p>29.1.3. Buyer Event of Default</p> <p>Subject to GCC Section 26, each of the following events, acts, occurrences, or conditions will constitute a Buyer Event of Default:</p> <p>(a) Subject to Appendix 4, the Buyer fails to pay any amount required to be paid to the Seller under this Contract when due and such failure to pay is not remedied within 30 days.</p> <p>(b) Any representation or warranty made by the Buyer in this Contract is incorrect or misleading in any material respect.</p> <p>(c) The Buyer breaches or fails to perform any of its material obligations under this Contract (other than a breach otherwise described in this Section 29.1.3), and such breach or failure is not remedied within 60 days after notice from the Seller to the Buyer.</p> <p>(d) The Buyer fails to comply with any decision or award of an expert or arbitrator rendered in accordance with this Contract within 30 days of such decision or award becoming binding and due.</p> <p>(e) The Buyer is subject to an Insolvency Event.</p> <p>29.1.4. Remedies following a Buyer Event of Default</p> <p>If there is a Buyer Event of Default, the Seller may exercise any one or more of the following remedies, so long as the Buyer Event of Default is continuing:</p> <p>(a) immediately terminate this Contract by notice in writing to the Buyer, but only in respect of a Buyer Event of Default referred to in Section 29.1.3(a), 29.1.3(c), 29.1.3(d) and 29.1.3(e); or</p> <p>(b) terminate this Contract by giving the Buyer 30 days' notice in respect of a Buyer Event of Default other than those referred to in Section</p>
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	<p>29.1.4(a), provided that the Buyer does not remedy or cure the Buyer Event of Default which is the subject of the notice to the reasonable satisfaction of the Seller prior to the expiration of the notice period.</p> <p>The Seller's termination rights set out in Section 29.1.4(a) and Section 29.1.4(b) are the only rights of the Seller to terminate this Contract, and the Seller waives any other rights (whether at law, in equity, under statute or otherwise) to terminate this Contract.</p> <p>29.1.5. Effect of termination</p> <p>(a) Upon termination of this Contract and subject to Section 29.1.5(b), no Party is under any obligation to perform any further obligations under this Contract.</p> <p>(b) Termination of this Contract does not affect any accrued rights or remedies of either Party and any rights or obligations which are expressed to survive termination.</p>
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CHAPTER VIII. CONTRACT FORMS

This Chapter includes the forms that are integral parts of the Contract upon completion. Forms of Performance Security and Bank guarantee for Advance payment shall be filled by the successful Bidder after it awards the Contract.

Form 15. Notification of contract award

Form 16. Contract Agreement

Form 17. Performance Security

Form 18. Bank guarantee for Advance payment



Form 15

NOTIFICATION OF CONTRACT AWARD

[Location] _____, [date] _____

To: _____ [insert name and address of the successful Bidder, hereinafter referred to as "the Bidder"]

Re: Notification of contract award

Pursuant to Decision No. _____ dated _____ of the Bid solicitor [insert the Bid solicitor's name], (hereinafter referred to as "the Bid solicitor") in terms of approval for result of selection of contractor for _____ [insert name of package], the Bid solicitor accept the bidding documents and award the Contract to the Bidder for _____ [insert name and number of package] with the Contract Price: _____ [insert the successful bid as specified in the Decision of approval for the contract selection] and within: _____ [insert the Contract duration as specified in the Decision of approval for the contract selection].

Request the legal representative of the Bidder to complete and enter into the Contract with the Bid solicitor according to the following plan:

- Time for the Contract completion: _____, in/at _____;
- Time for the Contract conclusion: _____, in/at _____; enclosed with the Draft Contract.

Request the Bidder to carry out the Performance Security as prescribed in Form 21 of Chapter VIII - Contract Forms included in the invitation for bid with an amount of _____ and valid time _____ [as specified in the Invitation for Bid].

This Notification is an integral part of the Contract. Upon the receipt of this Notification, the Bidder must send us a Notification of acceptance of the Contract conclusion and carry out the Performance Security as required at the current capacity of the Bidder. The Bid solicitor shall reject the Contract signing with the Bidder if the capacity of the Bidder fails to satisfy the requirements of the package.

If the Bidder fails to conclude or refuse to conclude the Contract or carry out the Performance Security in conformity with the above requirements prior to date _____⁽¹⁾, the Bidder shall be rejected and returned the bid security.

Legal representative of the Bid solicitor
[full name, position, signature and seal]

Enclosed: Draft Contract.

Note:

(1) Timing is conformity with Bid security form.



Form 16

CONTRACT AGREEMENT

[Location] ____, [Date] _____

Contract Agreement No. _____

Procurement: _____ [insert name of procurement]

Under Project: _____ [insert name of project]

Pursuant to _____

Pursuant to _____

Pursuant to _____

Pursuant to Decision No. dated _____ of _____ on approval for successful

Bidders with the procurement _____ [insert name of the procurement] and the Contract

Award No. _____ dated _____ of the Bid Solicitor;

Pursuant to the Contract Negotiation Record entered into between the Bid Solicitor and the successful Bidder dated _____ ;

Representatives for the parties to which contract include:

PURCHASER/BUYER (hereinafter referred to as Party A)

Purchaser's/Owner's name: **VIETNAM NATIONAL INDUSTRY - ENERGY GROUP**

Representative: **PETROVIETNAM POWER GENERATION BRANCH**

Address: 1st Floor, VPI Tower, 167 Trung Kinh Street, Yen Hoa ward, Hanoi, Vietnam.

Phone number: +84 _____ Fax: +84 _____

Account number:

Tax code:

Representative: **Mr.**

Position:

Letter of authorization No. _____ dated [in case of authorization].

Supplier (hereinafter referred to as party B)

Supplier's name: _____ [insert name of the successful Bidder]:

Address: _____

Phone number: _____

Fax: _____

Email: _____

Account number: _____

TIN: _____

Representative: Mr./Mrs. _____

Position: _____



Letter of authorization No. _____ dated [in case of authorization].

Both parties agree to conclude a Good supply contract with the following contents:

Article 1. Subjects of contract

Subjects of this Contract are the Goods enumerated in the Appendices referred to.

Article 2. Contract documents

Contract documents and order of precedence:

1. The Contract (Scope of supply, Price Schedule and other Appendices are enclosed);
2. Contract Conclusion Record;
3. Decision on approval for Bidder selection result;
4. Special Conditions of Contract;
5. General Conditions of Contract;
6. Bid Proposal and clarifying documents thereof provided by the successful Bidder (if any);
7. Bidding Documents and amending documents thereof (if any);
8. Other enclosed documents (if any).

Article 3. Responsibilities of the party A

Pay the party B according to the Contract Price prescribed in Article 5 of this Contract with the method of payment specified in the SCC; fulfill all duties and obligations mentioned in the GCC and SCC.

Article 4. Responsibilities of the party B

Provide the party A with all Goods prescribed in Article 1 of this Contract, and fulfill all duties and obligations mentioned in the GCC and SCC.

Article 5. Contract Price and method of payment

Contract Price: _____ [insert a value in number, in words, and currency].

Method of Payment: _____ [insert method of payment specified in SCC Section 16.1].

Article 6. Type of contract: _____ [insert type of contract in accordance with SCC Section 12.1].

Article 7. Contract duration: _____ [specify the contract duration that is conformable with **BDS** Section 1.3, bidding documents and the result of contract completion process].

Article 8. Effect of contract

This Contract comes into force from the date on which all the following conditions are complied with:

- a) The Contract Agreement has been duly signed by the authorized representatives of the Seller and the Buyer; and
- b) The Buyer has received valid Performance Security in accordance with the Contract from the Seller.



The contract expires when it is finalized by both parties as prescribed by law.

This Contract is made into 04 (four) sets with equal value. The Buyer shall keep 02 (two) sets and the Seller shall keep 02 (two) sets.

**LEGAL REPRESENTATIVE OF
SUPPLIER**

[Full name, position, signature and seal]

**LEGAL REPRESENTATIVE OF
PURCHASER**

[Full name, position, signature and seal]



Form 17

PERFORMANCE SECURITY⁽¹⁾

[Location]_____,[Date]_____

To: _____[insert the Bid solicitor's name]

(hereinafter referred to as the Bid solicitor)

At the request of the Bidder [insert name of Bidder] (hereinafter referred to as Bidder) has been the successful Bidder of the package _____[the package's name] and commit to enter into contract of insurance (hereinafter referred to as contract);

According to the Bidding documents (or contract), the Bidder must give a Performance Guarantee issued by a bank with a given amount to ensure the their duties and obligations in the performance of the contract;

We, _____[insert name of the bank], locates in _____[insert name of country or territory], have registered headquarters at _____[the bank's address]⁽²⁾ (hereinafter referred to as "Bank"), to undertake to guarantee the performance of the contract by the Bidder with an amount of _____[insert equivalent value in figures and words and currency as specified in GCC Section 6.1 of the Bidding documents]. We hereby unconditionally and irrevocably under take to pay you any sum(s) not exceeding _____[insert amount(s) in figures and words] upon receipt by us of your first demand in writing declaring the Bidder to be in default within the valid term of the performance security.

The Bank irrevocably undertakes to pay the full amount of the Performance Security upon the Purchaser's first written demand, within fifteen (15) days from the date of receipt of such written notice.

This guarantee comes into effect from the issue date until _____[date]⁽³⁾.

Legal representative of the Bank

[Full name, position, signature and seal]

Notes:

- (1) Only applicable if the performance security is issued by a bank or a financial institution.
- (2) Address of bank: specifying address, phone number, fax, and email address.
- (3) Time limit in conformity with SCC 6.1.



Form 18

BANK GUARANTEE FOR ADVANCE PAYMENT

[Location]_____,[Date]_____

To: _____[insert the Purchaser's name]

(hereinafter referred to as the Purchaser)

[The name and number of the Contract Agreement]

According to conditions of SCC in the Contract, _____*[insert name and address of the Supplier]* (hereinafter referred to as the Supplier) is required a Bank Guarantee for advance payment to ensure the proper use of an advance of _____ *[insert amount(s) in figures and numbers and currency]* by the Supplier;

We, _____*[insert name of the bank]*, locates in _____*[insert name of country or territory]*, have registered headquarters at _____*[the bank's address]* (hereinafter referred to as "Bank"), at the request of the Purchaser, hereby unconditionally and irrevocably to pay you any sum or sums not exceeding in total an amount of _____*[insert amount(s) in figures and words as specified in SCC Section 15.1 of the Invitation for Bid]*.

In addition, we hereby agree that any change, supplement or adjustment to the conditions of the Contract or any relevant document entered into between the Supplier and the Purchaser shall not change any our duty or obligation under this guarantee.

The value of this guarantee shall gradually decrease in proportion to the advance that the Purchaser recovers through payment periods prescribed in Article 5 of the Contract together with the certification of advance recovery issued by the Purchaser.

This Guarantee shall remain valid and in full effect from the issue date until _____*[insert date]* or upon the full recovery of the advance, whichever is sooner.

Legal representative of the Bank

[Full name, position, signature and seal]



APPENDIX 1A: DEFINITIONS & INTERPRETATIONS

Adjusted Quantity has the meaning specified in GCC 27.1(e).

Contract means this Coal Supply Contract.

Increase Adjustment means the number of Cargoes specified in Item 10 of Appendix 1B.

Reduction Adjustment means the number of Cargoes specified in Item 11 of Appendix 1B.

Option to Increase, has the meaning specified in GCC 39.2.

“ADB”, with respect to any Coal quality parameter, means the analysis of such parameter on an air dried basis.

Applicable Law means any and all Laws applicable to the Parties, the transactions contemplated by this Contract or the properties and interests the subject of this Contract or any of them.

“ARB”, with respect to any Coal quality parameter, means the analysis of such parameter on an as received basis.

“Ash Content” means the total ash content of Coal expressed as a percentage (%) of total weight of a Coal sample and measured on an air-dried basis in accordance with ASTM 3174-12 or the most current ASTM test method related to ash content measurement.

ASTM means the American Society for Testing and Materials.

Base Quantity means the amount specified in Item 7 of Appendix 1B, as adjusted in accordance with Item 7.1 of Appendix 1B and Item 1.2 of Appendix 2.

Base Coal Price means the price in US\$/Tonne specified in Item 2 of Appendix 1B and in Section 1 of Appendix 3.

Base Load Port means the load port and/or anchorages specified in Item 5 of Appendix 1B.

Bill of Lading Or BL means a document of title signed by the master of a Nominated OG Vessel or his agent, which acknowledges that a Cargo has been received, describes the Cargo, specifies its destination and sets out the terms under which the Cargo is to be carried.

Business Day means any day that is not a Saturday or Sunday and is not a legal holiday or a day on which banking institutions are authorized or obligated by law or regulation to close in either Vietnam and [to be inserted].

Buyer's Bank Account means the account notified by the Buyer to the Seller (as may be varied by the Buyer from time to time by Notice to the Seller).

Buyer Event of Default has the meaning specified in GCC Section 29.1.3.

“°C” means degree(s) centigrade or degree(s) Celsius as defined in the “International System of Units.”

“Calorific Value, Gross” means the higher heating value of coal, measured in accordance with ASTM 5865-13 or the most current ASTM test method related to the measurement of calorific value of coal and stated in kcal/kg on a gross, as received (GAR) basis.



“Calorific Value, Net” means the lower heating value of coal, measured in accordance with ASTM 5865-13 or the most current ASTM test method related to the measurement of calorific value of coal and stated in kcal/kg on a net, as received (NAR) basis.

Cargo means all Coal supplied by the Seller to the Buyer that is carried on a suitable nominated OG Vessel or TS vessel/self- propelled barge for transshipment/unloading at the port of discharge.

Certificate of Analysis means a certificate of analysis of the type normally issued by a Certified Testing Laboratory to describe and certify the complete results of a Laboratory Analysis of any Sample of a Cargo and which shall specify the extent to which the characteristics of the Coal with respect to a Cargo are within or outside (as the case may be) the Minimum Specifications.

“Certificate of Hold Cleanliness” means a certificate issued by an independent inspector (to be nominated by the Seller and approved by the Purchaser) engaged by the Seller to inspect the cleanliness of each hold of a OG Vessel or TS vessel/self- propelled barge according to the standards prescribed by ASTM.

Certificate of Origin means a document certifying (in form and substance satisfactory to the Buyer) the country from which the Coal in respect of a particular Cargo originates.

Certificate of Weight means a certificate of weight of the type normally issued by a Licensed Marine Surveyor to certify the results of a Draught Survey.

Certified Testing Laboratory means an independent laboratory certified to undertake materials testing and analysis in accordance with international standards.

Coal Mine means the mine(s) specified in Item 4 of Appendix 1B.

Coal Quality Remedial Plan has the meaning specified in Section 1.2.3(a) – Appendix 2.

Control, of an entity, means the capacity to determine the outcome of decisions about the entity's financial and operating policies.

CIF has the meaning given in Incoterms 2020, except to the extent inconsistent with the express provisions of this Contract.

“Data Room” means a virtual or physical data room for information on coal reserves and resources of Approved Mine including but not limited to information on Proven Coal Reserves and Possible Coal Reserves.

“DB” (Dry Basis), with respect to any Coal quality parameter, means the analyzed parameters are calculated based on coal with all moisture removed.

Delivery Failure means a failure by the Seller to Deliver any Cargo in accordance with the terms of Section 1.2.4 – Appendix 2;

Delivery Failure Remedial Plan has the meaning specified in Section 1.2.4.(a) – Appendix 2.

Discharge Rate: CQD (Customary Quick Despatch) means unfixed laytime and there would be no Demurrage and Despatch to be incurred. In this term, shipper in loading port and receiver in discharge must endeavor their best to load or discharge the cargo respectively as fast as possible and in accordance with the load/discharge port customs practices.



Draught Survey means a marine draught survey carried out to determine the quantity of Coal in Tonnes on a Nominated OG Vessel or TS vessel/self- propelled barge to be conducted in accordance with the UNECE Code of Uniform Standards and Procedures for the Performance of Draught Surveys of Coal Cargoes or such other standard for draught surveys as may be agreed between the Parties.

“Dollars”, “US Dollars”, “USD”, “US\$”, “\$”, “Cents” where used shall refer to the currency of the United States of America.

“Deadweight Tonnes” or “DWT” means the deadweight capacity measured in Tonnes of a OG Vessel or TS vessel/self- propelled barge comprising the weight of cargo, fuel, fresh water, ballast water, provisions, passengers, and crew.

“ETA” means expected time of arrival.

Effective Date means the Coal Supply Contract (CSC) has been signed, and the date of Contract coming into force.

PVN (Owner/Purchaser/Buyer) means Vietnam National Industry - Energy Group (Petrovietnam or PVN), a state-owned public utility enterprise engaged in the energy sector, including oil and gas and renewable energy with ranging from exploration - production, refinery – petrochemical, gas industry, gas to power/fertilizer and petroleum technical services in Vietnam and organized and incorporated under the laws of Vietnam.

PVPGB (Representative of owner/purchaser/buyer) means Petrovietnam Power Generation Branch, who act on behalf of PetroVietnam, manage directly in Song Hau 1 Thermal Power Plant.

“FOB” means Free on Board.

“INCOTERMS – 2020” means the 2020 edition of the International Rules for the Interpretation of Trade Terms published by the International Chamber of Commerce.

Facility has the meaning given as follows: The Purchaser/Buyer owns the Song Hau 1 Coal-fired Thermal Power Plant comprising 2 Units of 600MW capacity each, located at Song Hau Power Center, Phu Xuan Hamlet, Chau Thanh Village, Can Tho city, Vietnam (the Facility).

Final Invoice has the meaning specified in Appendix 4.

First Sample has the meaning specified in Appendix 7.

Force Majeure: has the meaning specified in GCC 26.

“Gross as Received” (“GAR”) means the high heating value of the Coal expressed in Kcal/Kg on an air dried basis.

“Free Pratique” means permission to do business at a port by a ship that has complied with all applicable legal requirements, including obtaining a clean bill of health for ship and crew.

Good Mining Practice means, at a particular time, all such practices, methods and acts as are in accordance with the standards of prudence applicable to the coal mining industry in the Coal Mine’s country that would have been reasonably expected to accomplish the desired results at the lowest reasonable cost consistent with reliability, safety.



“Hardgrove Index (HGI)” refers to the grindability of Coal as measured by ASTM test standard 409-12 or the most ASTM recent test standard related to the testing and measurement of a coal’s HGI.

ICC means the International Chamber of Commerce.

Interest Rate means the six months British Bankers' Association London Interbank Offered Rate for dollars displayed on the appropriate page of the Reuters screen. If the agreed page is replaced or services ceases to be available, the interest rate will be determined as the nearest equivalent rate provided in the Asian Wall Street Journal and if no such rate is provided, it shall be agreed by the Parties within 14 days from the date when such service ceases to be available or failing such agreement, determined by arbitration under GCC 8.2 of this Contract (without reference to the negotiation period set out in GCC 8.2.1).

Invoice Amount means the amount payable for each Delivered Cargo, calculated in accordance with Appendix 3.

Invoice Price means the Base Coal Price, as adjusted in accordance with Section 2 of Appendix 3.

ISO means International Organization for Standardization.

ISPS means collectively:

- (a) the International Ship and Port Facility Security (ISPS) Code (as amended from time to time) and the relevant amendments to Chapter XI of the International Convention for the Safety of Life at Sea 1974; and
- (b) any local law, legislation or regulation of the flag state of a Nominated OG Vessel or TS vessel/self- propelled barge or places called at by the Nominated OG Vessel or TS vessel/self- propelled barge providing for the implementation of the instruments referred to in paragraph (a) or covering topics with respect to maritime security which are equivalent to the topics covered by the instruments referred to in paragraph (a).

Laboratory Analysis means a laboratory analysis of the type normally conducted by a Certified Testing Laboratory to determine the quality characteristics of coal, including each of those included in the Minimum Specifications.

Law means any statute, regulation, order, rule or subordinate legislation enforceable under any statute, regulation, rule or subordinate legislation.

“Laycan” (“Laydays & Cancelling Date”) means, in accordance with Section 1.2.1 – Appendix 2 of this Contract, 4 days period during which a TS vessel/self- propelled barge must be ready to discharge its cargo at the Delivery Point. If the TS vessel/self- propelled barge is not available to discharge at the Delivery Point during Laycan the Buyer may delay the discharge of cargo from the TS vessel/self- propelled barge in accordance with Appendix 9 of Contract.

Letter of Credit has the meaning specified in Appendix 4.

Load Port means either the Base Load Port or an Alternative Load Port.



Load Port Certificate of Analysis has the meaning specified in Section 1.2(a) of Appendix 7.

Load Port Certificate of Weight has the meaning specified in Section 1(b) of Appendix 8.

Load Port Testing Laboratory means such independent Certified Testing Laboratory selected by the Seller from the list set out in Appendix 5 (as may be amended by the Parties from time to time) or as otherwise agreed by the Parties, or, in the absence of agreement, selected in accordance with Section 1.6 of Appendix 7.

Market Price Adjustment means the market price adjustment mechanism set out in Section 2 of Appendix 3.

Minimum Specifications means the specifications of the maximum (“Max”) and minimum (“Min”) limits for Coal set out in Appendix 2.

Month means a Gregorian calendar month.^[1]_{SEP}

“Net, as received” (“NAR”, “nar”) means the lower heating value of the Coal expressed in Kcal/Kg on an as received basis.

Nominated OG Vessel or TS vessel/self- propelled barge means a OG Vessel or TS vessel/self- propelled barge nominated by the Seller for the transportation of Coal sold under this Contract.

Non-Conforming Coal means any coal offered by the Seller to the Buyer that has any one or more characteristics, which do not satisfy the Minimum Specifications.

NOR (Notice of Readiness) means a written notice tendered by the Master of a OG Vessel or TS vessel/self- propelled barge or his agent(s) to the effect that the OG Vessel or TS vessel/self- propelled barge is in all respects ready for discharging Coal.

“OG Vessel” means an ocean going vessel nominated by the Seller for performance of the Shipping Services under this Contract.

“PPA” means the power purchase agreement between PVN and Vietnam Electricity (hereinafter referred to as “EVN”)

Port of Discharge/Discharge Port means the port of Song Hau 1 Thermal Power Plant located in Song Hau Power Center, Phu Xuan Hamlet, Chau Thanh Village, Can Tho city, Vietnam .

Price Adjustment Value means adjustment values for calorific value (in each case, measured by the units of measurement specified in the second column of the specifications contained in Appendix 2 where a unit of measurement is specified) as specified in the Load Port Certificate or the Umpire Certificate, as the case may be.

Possible Coal Reserves has the meaning given in the Australasian Coal Code.

Proven Coal Reserves has the meaning given in the Australasian Coal Code.

Purchase Price means the price payable for Coal purchased pursuant to this Contract and calculated in accordance with Appendix 3.

Qualifying Alternate Coal means bituminous or sub-bituminous coal of reasonably similar quality with quality specified in the Minimum Specifications from sources



(including coal traders) other than the Seller purchased pursuant to Section 1.2.4 Section 1.2.5 and Section 1.2.6 – Appendix 2.

Quarter means a period of three consecutive Months commencing on the day immediately following the last day of the previous Quarter

Quarterly Delivery Program has the meaning specified in Section 1.2.1 – Appendix 2.

Relevant Country means, as applicable, the country in which the Coal Mine is located, the country in which the Load Port is located, and the country of incorporation of the Seller.

Remedial Plan means each of a Delivery Security Remedial Plan, Coal Quality Remedial Plan and a Delivery Failure Remedial Plan (as applicable).

Representatives means the authorized officers, employees, contractors and advisors of an entity.

Replacement Cargo has the meaning specified in Section 4(d) of Appendix 5.

Reproducibility Limits means (as applicable) the tolerances defined in the ASTM or ISO standard method (as set out in Appendix 6) for comparison of portions of the same Sample tested at different Certified Testing Laboratories.

Reserves means the Proven Coal Reserves and the Possible Coal Reserves of the Coal Mine.

Sample has the meaning specified in Section 1.1(c) of Appendix 5.^[SEP]

Second Sample has the meaning specified in Section 1(e)(ii) of Appendix 5.

Seller Event of Default has the meaning specified in GCC 29.1.1.

Seller's Bank Account means the account notified by the Seller to the Buyer (as may be varied by the Seller from time to time by notice to the Buyer).

“Statement of Facts” means a statement prepared **by the ships agent/representative of Seller/representative of Buyers** at the port of discharging which shows the date and time of arrival of the OG Vessel or TS vessel/self- propelled barge and the commencement and completion of discharging cargo. It details the quantity of cargo loaded each day, the hours worked and the hours stopped with the reasons of stoppages.

Sub-lot means a shipment of TS vessel/self- propelled barge for transshipment from OG Vessel to delivery coal to SH1TPP with minimum 5,000 MT of coal. In case TS vessel/self- propelled barge carry less than 5,000 MT of coal then the subplot quantity shall follow ISO/ ASTM standard which is applied under the Contract.

Supplier means the Seller of this Contract, the Coal Supplier for Song Hau 1 Thermal Power Plant as required by the Buyer.

Taxes mean:

- (a) Taxes of Coal Importation and environment tax in accordance with Vietnam law are to be borne by the Buyer.
- (b) All other taxes and other charges howsoever measured with respect to coal supplied under this Contract which are levied under any Law of, or demanded by any Governmental Agency, are to be borne by the Seller.



“Ton (s), “Tonne (s)”, and “MT” means metric tonne of 1,000 Kgs as defined in “International System of Units”.

“Trimmed” means that Trimming of a OG Vessel or TS vessel/self- propelled barge on which a Shipment has been loaded has been completed.

“Trimming” means stabilizing the OG Vessel or TS vessel/self- propelled barge by leveling off cargo within each hold, and stowing cargo throughout the OG Vessel or TS vessel/self- propelled barge so that the fore and aft drafts are practically the same by use of manpower, spouts, or any such trimmers as may be available at the Loading Port.

“TS Vessel” or “TS Vessels” means the vessels nominated by the Seller to implement the plan for transporting the Coal from the Coal Transshipment Point to the Coal unloading berth of Song Hau 1 Thermal Power Plant and the performance of the Transshipment Services under this Contract.

Typical Specifications means the typical specifications for Coal set out in Appendix 2.

Umpire Certificate of Analysis has the meaning specified in Section 1.2(d)(ii) of Appendix 5.

Umpire Laboratory means an independent Certified Testing Laboratory that is not the Load Port Testing Laboratory selected by the Parties by mutual agreement from the list set out in Appendix 7 (as may be amended by the Parties from time to time), or in the absence of agreement, selected in accordance with Clause 10.6.

UNECE Code of Uniform Standards and Procedures for the Performance of Draught Surveys of Coal Cargoes means the most recent version of the UNECE Code of Uniform Standards and Procedures for the Performance of Draught Surveys of Coal Cargoes published by the United Nations Economic Commission for Europe.

Unit means a (insert the single unit coal fired generating facility with associated infrastructure forming part of the Facility) MW (gross).

“Weather Working Day” or “WWD” means a period of twenty-four (24) hours made up of one or more working days during which it is, excepted the TS vessel/self- propelled barge is still waiting for her turn, it would be, possible to discharge the Coal without interference due to weather.

“Working Day” means same as Business Day.

2. Interpretation

Headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires otherwise.

- (a) The singular includes the plural, and the converse also applies.
- (b) A gender includes all genders.
- (c) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (d) A reference to a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.
- (e) A reference to a Clause or Schedule is a reference to a Clause of or a Schedule of



this Contract.

- (f) A reference to an agreement or document (including a reference to this Contract) is to the agreement or document as amended, supplemented, notated or replaced except to the extent prohibited by this Contract or that other agreement or document.
- (g) A reference to writing includes any method of representing or reproducing words, figures, drawings, or symbols in a visible or tangible form.
- (h) A reference to a Party to this Contract or a party to another agreement or document includes that Party's or party's successors, permitted substitutes and permitted assigns (and, where applicable, that Party's or party's legal personal representatives).
- (i) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
- (j) A reference to dollars or US\$ is to the lawful currency of the United States of America.
- (k) A reference to a right or obligation of any two or more persons confers that right, or imposes that obligation, as the case may be, jointly and severally.
- (l) A reference to a Party using or an obligation on a Party to use its best endeavors or reasonable endeavors does not oblige that Party to:
 - (i) pay money
 - (A) in the form of an inducement or consideration to a third party to procure something (other than the payment of immaterial expenses or costs, including costs of advisers, to procure the relevant thing); or
 - (B) in circumstances that are commercially onerous or unreasonable in the context of this Contract;
 - (ii) provide other valuable consideration to or for the benefit of any person; or
 - (iii) agree to commercially onerous or unreasonable conditions.
- (m) Mentioning anything after includes, including, for example, or similar expressions, does not limit what else might be included.
- (n) Unless otherwise stated, a reference to time is to Vietnam time. Where reference is made in this Contract to a period or periods of time in days, the period(s) in question shall be deemed to end at midnight on the last day of such period(s) unless otherwise stated. Where such period is expressed as being a period commencing on or "from" a day then such period shall be deemed to exclude that day.



APPENDIX 1B. CONTRACT DETAILS

Item	Details
Item	Details
1. Term	Detail as per Contract.
2. Base Coal Price (Base FOB price)	<i>[to be inserted]</i> US\$ per tonne.
3. Base calorific value (Coal with typical CV (NAR))	<i>[to be inserted]</i> kcal/kg (NAR)
4. Coal Mine	<p>The Seller intends to supply coal from following mines:</p> <ul style="list-style-type: none"> - <i>[to be inserted]</i> - <i>[to be inserted]</i> - <i>[to be inserted]</i> <p>...</p>
5. Base Load Port	<p>Any safe and permitted Loading Port.</p> <ul style="list-style-type: none"> - <i>[to be inserted]</i> - <i>[to be inserted]</i> - <i>[to be inserted]</i> - <i>[to be inserted]</i> <p>...</p>
6. Port of Discharge	Any jetty/berths of Song Hau 1 TPP, located at Phu Xuan Hamlet, Chau Thanh Village, Can Tho city, Vietnam.
7. Base Quantity	1,500,000 MT.
7.1. Adjust Quantity	±5%
8. Coal Mines/Coal Traders/Coal Producers	<p>The Seller intends to supply coal from following coal traders/coal producers:</p> <ul style="list-style-type: none"> - <i>[to be inserted]</i> - <i>[to be inserted]</i> - <i>[to be inserted]</i> <p>...</p> <p>(* Whatever Coal Trader/Coal Producer...</p>
9. Shipper (**)	The Seller intends to supply coal by:



Item	Details
	- [to be inserted] ...
10. Method of Payment	[Letter of Credit] [T/T]

Note:

(*) During the Contract implementation, the Supplier, due to force majeure or other special reasons, may propose to change/add additional Mines with total additional mines not exceeding 2 mines. The Purchaser shall evaluate based on the reasonableness of the reasons given by the Supplier, along with documents proving that the proposed mines meet the requirements of the Bidding Documents, before deciding whether to agree to the proposal of the Supplier.

(**) During the Contract implementation, the Supplier may propose to change/add additional Shipper up to 2 times and total additional shippers not exceeding 5 shippers. The Supplier is required to submit Shipper's documents for such additional Shipper as specified in the Bidding Documents. Additional Shipper shall only be added if their documents meet the requirements of the Bidding Documents and approved by the Purchaser.



APPENDIX 2: SCOPE OF SUPPLY

1. Coal specification

1.1. Quality

Minimum Specifications:

Specifications	Unit (By Weight)	Range	Rejection Limit	
			MIN	MAX
Total Moisture	ar %	Max. 18	N/A	> 18
Volatile Matter	adb %	26 - 42	< 26	> 42
Ash	adb %	Max. 12	N/A	> 12
Total Sulphur	adb %	Max. 1	N/A	> 1
Net calorific value	arb, kcal/kg	≥ 5,500	< 5,500	N/A
Grindability	HGI	35 - 60	< 35	> 60
Coal Size	50-75 mm, %	≤ 10%	N/A	> 10%
	0-50 mm, %	≥ 90%	<90%	N/A
Ash fusion temperatures Reducing Atmosphere (Initial Deformation)	°C	≥ 1,150	< 1,150	N/A
Na ₂ O	%, db	≤ 3.0	N/A	> 3.0
Hydrogen-H	%, adb	4 – 7.5	N/A	> 7.5

Typical Specifications: as per the Seller's Technical proposal (Form 12 (b)).

- a) Each Coal delivery shall have specifications in accordance with the Coal Quality Specifications set forth in Item 3.1 – Section 3 – Chapter V – Part 2 of Bidding Document, and shall exhibit reasonable handling characteristics during discharging and be substantially free from spontaneous combustion impurities and contaminants such as wood, iron, nonferrous materials, blast materials, salt, petroleum coke, pitch, pitch coke, tar sludge, or other organic materials. The Coal should be free of lumps exceeding 75 mm in any dimension (All coal lumps with a size exceeding 75mm shall be removed during the sampling process for quality analysis). OG Vessel and TS Vessel/self-propelled barge cargo holds must be suitably clean to carry the Buyer's intended Coal. It is understood that cleanliness requirements – also for different grades – will be limited



to no foreign material other than Coal being in the cargo hold. Limited amounts of Coal residues of previous Coals are acceptable.

- b) The Seller shall indemnify the Purchaser for and against any claims, losses, liabilities or damages asserted against or suffered by the Purchaser as a result of Coal delivered at the Discharging Port not meeting the required specifications in this Item 1.1.
- c) Coal Quality Rejection Limits (per Shipment)

Specifications	Unit (By Weight)	Range	Rejection Limit MIN	Rejection Limit MAX
Total Moisture	ar %	Max. 18	N/A	> 18
Volatile Matter	adb %	26 - 42	< 26	> 42
Ash	adb %	Max. 12	N/A	> 12
Total Sulphur	adb %	Max. 1	N/A	> 1
Net calorific value	adb, kcal/kg	≥ 5,500	< 5,500	N/A
Grindability	HGI	35 - 60	< 35	> 60
Coal Size	50-75 mm, %	≤ 10%	N/A	> 10%
	0-50 mm, %	≥ 90%	< 90%	N/A
Ash fusion temperatures Reducing Atmosphere (Initial Deformation)	°C	≥ 1,150	< 1,150	N/A
Na ₂ O	%, db	≤ 3.0	N/A	> 3.0
Hydrogen-H	%, adb	4 – 7.5	N/A	> 7.5

- d) Right to Reject

If any Coal delivered fails to comply with the Coal Quality Rejection Limits or is not substantially free from impurities or contaminants as required in above mentioned Item (a), the Purchaser shall have the right to reject the entire quantity of Coal in that delivery by sending a written notice to the Seller at any time for unloading of such coal by the Seller.

Notwithstanding anything to the contrary in this Contract, where any Cargo fails to meet the Coal Quality Rejection Limits as evidenced by the Certificate of Analysis at the Discharge Port but has already been received into the Purchaser's storage facilities, such Cargo shall not be rejected or returned. In respect of such Cargo, the Purchaser shall apply the Non-Conforming Coal Price at the Discharge Port, calculated on the basis of the Discounted Invoice Price in accordance with Section 3 of Schedule 3.

If the Purchaser rejects a Coal delivery pursuant to this Item (d), the Seller shall have a right to divert the TS vessel/self-propelled barge carrying such Coal delivery to any port. The Seller may designate after receiving the Purchaser's written notice pursuant to this Item (d). The Seller



shall, at its own cost and expense, and without prejudice to any other legal remedies the Purchaser may have:

- take back possession, title, and risk with respect to any such Coal already loaded on such TS vessel/self- propelled barge; and
- promptly cure any deficiency in quantity by supplying additional Coal from the Approved Mine, and/or, subject to the Purchaser's approval, supply Substitute Coal in accordance with GCC 11.2.4; and/or
- reimburse the Purchaser for all expenses incurred by the Purchaser in relation to the rejected delivery, including but not limited to procurement of substitute coal, shipping, handling and any other costs or expenses that have arisen due to quantity had been deficient and rejected by the Purchaser; and/or
- take such steps as are necessary to correct the conditions that resulted in the relevant Coal not meeting the Coal Quality Rejection Limits.

e) Specifications

Subject to Section 1.4(a)(ii) of Appendix 5 the Supplier agrees that:

- all coal supplied under this Contract must satisfy the Minimum Specifications; and
- it will use its best endeavors to supply Coal that satisfies the Typical Specifications, unless otherwise agreed by the Purchaser and the Supplier in writing.

1.2. Quantity and delivery schedule

1.2.1. Quantity

The total amount of coal to be supplied for Song Hau 1 TPP in 2026-2027 is 1,500,000 \pm 05% metric tonnes – Base Quantity.

No	List of Goods	Quantity (tonnes)	Final destination
1	Coal with typical Calorific Value as Net as Received (NAR) as \geq 5,500 kcal/kg.	1,500,000	Any jetty/berths of Song Hau 1 TPP, located at Phu Xuan Hamlet, Chau Thanh Village, Can Tho City, Vietnam.

In any case, at least 30 days prior to the expiration date of the Contract, if the quantity of coal supplied has not reached the volume specified in the contract, depending on the actual operation of the Song Hau 1 Coal-fired Thermal Power Plant, the Buyer shall have the right to request and the Seller shall accept to supply the total amount of coal in accordance with the provisions of the Contract.

At least 30 days before the end of the Contract, depending on the requirement of the Buyer, subject to the mutual agreement between the Buyer and the Seller, the Contract may be extended by an addendum to the Contract with the quantity of coal supply to meet the commercial operation for the next year; depending on market situation at that time provided that the coal price and related cost/expense shall not exceed the signed Contract.

1.2.2. Delivery Schedule

The delivery schedule is as follow:

No.	Schedule	Unit	Quantity	Discharging port
1	Quarter II/2026	MT	400,000	



No.	Schedule	Unit	Quantity	Discharging port
2	Quarter III/2026	MT	400,000	Any jetty/berths of Song Hau 1 TPP, located at Phu Xuan Hamlet, Chau Thanh Village, Can Tho City, Vietnam.
3	Quarter IV/2026	MT	300,000	
4	Quarter I/2027	MT	400,000	
	Total	MT	1,500,000	

The delivery schedule is temporarily estimated according to the commercial operation plan of SH1TPP, the actual delivery schedule will be informed to the Seller in accordance with Section 1.2.9.3 and other related terms/conditions of the Contract.

1.2.3. Bidder is requested to carefully study and comply with the following hereafter:

- The Seller and the Buyer will work together to agree upon the best possible scheduling of the delivery of Coal to the Buyer in all the circumstances. In case if there is any changes in demand of the coal (increase or decrease), the Purchaser shall inform the Seller at least 20 days before the 1st day of loading port laycan for subject shipments.
- However, 1st shipment of coal is delivered to Purchaser at Discharge Port within 20 days after Contract Effective Date and/or receiving Purchaser notification.
- Delivery schedule shall be specified in Section 1.2.2.
- Quantity in aggregation proposed by Bidder shall be equal to quantity as specified above.
- Other requirements to be specified in Appendix 11.

1.2.4. Delivery Failure

Without limiting any other rights or remedies of the Buyer under this Contract, if there are more than three (03) Delivery Failures that occur in any Contract duration, the Buyer may notify the Seller that it has committed a Seller Event of Default as set out in GCC 29.1(d). If the Buyer has not notified the Seller that it has committed a Seller Event of Default, the following provisions of this Section 1.2.4 will apply.

- (a) The Buyer may, by notice to the Seller, require the Seller to prepare and submit to the Buyer within 5 days after the date of such notice, the Seller's plan for remedying the cause of the Delivery Failure (Delivery Failure Remedial Plan).
- (b) Any Delivery Failure Remedial Plan will be subject to the approval of the Buyer, which will not be unreasonably withheld or delayed. If:
 - (i) the Buyer (acting reasonably) disapproves of any material aspect of a Delivery Failure Remedial Plan provided the Buyer shall notify the Seller in writing of its reasons for such disapproval;
 - (ii) the Buyer (acting reasonably) determines that any proposed Delivery Failure Remedial Plan is incapable of implementation within 30 days from submission thereof, and provided the Buyer shall notify the Seller in writing of the reasons for such disapproval within 30 days of such submission; or
 - (iii) the Seller fails to implement any approved Delivery Failure Remedial Plan diligently and in any event within 30 days,
then, the Buyer may notify the Seller that it has committed a Seller Event of Default as set out in Section 29.1.1.



1.2.5. Coal Quality Failure

Without limiting any other rights or obligations of the Parties under this Contract, if a Coal Quality Failure occurs, and notwithstanding that the Buyer may reject any Cargo of Non-Conforming Coal pursuant to Section 4 of Appendix 5, the provisions of this Section 1.2.3 will apply.

- (a) The Buyer may, by notice to the Seller, require the Seller to prepare and submit to the Buyer within 05 (five) Business days after the date of such notice, a plan for remedying the cause of the Coal Quality Failure within 30 days from the date of implementation (Coal Quality Remedial Plan).
- (b) Any Coal Quality Remedial Plan will be subject to the approval of the Buyer, which will not be unreasonably withheld or delayed. If:
 - (i) the Buyer (acting reasonably) disapproves of any material aspect of a Coal Quality Remedial Plan provided the Buyer shall notify the Seller in writing of its reasons for such disapproval;
 - (ii) the Buyer (acting reasonably) determines that any proposed Coal Quality Remedial Plan is incapable of implementation within 30 days from submission thereof, and provided the Buyer shall notify the Seller in writing of the reasons for such disapproval within 30 days of such submission; or
 - (iii) the Seller fails to implement any approved Coal Quality Remedial Plan diligently and in any event within 30 days, then, the Buyer may notify the Seller that it has committed a Seller Event of Default as set out in Section 29.1.1.

In case of coal quality not being in conformance with the Coal Quality Rejection Limits after discharge at the port needs to be considered, and the Seller shall be fully liable for arising responsibilities, risk and cost.

1.2.6. Procurement of Qualifying Alternate Coal

Without limiting its rights under this Contract, if:

- (a) a Delivery Failure occurs;
- (b) a Coal Quality Failure occurs;
- (c) an event of Force Majeure (declared by the Seller) occurs which prevents the Delivery of any Cargo in accordance with this Contract, except if The Seller provides a remedial plan subject to The Buyer's acceptance; or
- (d) the Buyer elects to reject Non-Conforming Coal in accordance with Section 4 of Appendix 5 and a Replacement Cargo has not been Delivered in accordance with Section 4 of Appendix 5,

the Buyer may, in its sole discretion and by notice in writing, inform the Seller that the Buyer will purchase Qualifying Alternate Coal under this Section 1.2.4 and/or Section 1.2.5 and/or Section 1.2.6 with respect to any Cargo.

1.2.7. Qualifying Alternate Coal

- (a) If the Buyer elects to purchase Qualifying Alternate Coal pursuant to Section 1.2.4 (a), Section 1.2.4(b), Section 1.2.4(d), the Seller will be liable for, and will reimburse the Buyer for all reasonable incremental direct costs and expenses (taking account of all relevant factors and prevailing market conditions) the Buyer incurs with respect to such Qualifying Alternate Coal, including but not limited to, the amount by which the total cost to the Buyer of purchasing, and transporting to the Facility, a quantity of Qualifying Alternate Coal that meets the Minimum Specifications and exceeds what would have been the total purchase and transportation costs to the Buyer had the Seller Delivered the Coal under this



Contract. In purchasing Qualifying Alternate Coal under this Section 1.2.5(a) and arranging for its transportation to the Facility, the Buyer shall procure Coal in a reasonably commercial manner and use reasonable endeavors to mitigate the liability of the Seller in respect of which the Buyer will seek re-imbursement under this Section 1.2.5(a), having regard to (among other things) the Buyer's obligations under the PPA and without the Buyer having to assume any additional risk, cost or expense for itself.

- (b) The Seller will pay to the Buyer the amount owing to the Buyer no later than 10 Business Days from the date on which the Seller receives notice from the Buyer setting out details of the Buyer's costs and expenses as described in Section 1.2.5(a).
- (c) In case the Supplier does not reimburse the Purchaser for the costs and expenses as describe in Clause 1.2.5(a), the Purchaser shall be entitled to deduct such costs and expenses from any payment which the Purchaser must pay the Supplier or have the right to deduct such costs and expenses from the Performance Security.

1.2.8. Other rights of the Buyer

- (a) The Buyer's rights to elect to acquire Qualifying Alternate Coal under the provisions of this Section 1.2.4 will continue until:
 - (i) satisfactory implementation of any Remedial Plan (if applicable) or other remedial measures;
 - (ii) the Seller has demonstrated to the satisfaction of the Buyer, acting reasonably, that further Deliveries of Coal will be on-time and comply with the terms of this Contract;
 - (iii) the event of Force Majeure that gave rise to the procurement of Qualifying Alternate Coal pursuant to Section 1.2.4(c) no longer exists and Delivery of Cargoes can recommence; and/or
 - (iv) the Seller notifies the Buyer that it is able to immediately recommence its Delivery obligations under this Contract, provided however that the Buyer shall not be required to cancel any Cargo of Qualifying Alternate Coal that is in the process of being acquired,provided however that the Purchaser shall not be required to cancel any Cargo of Qualifying Alternate Coal that is in the process of being acquired.
- (b) The Buyer's right to elect to acquire Qualifying Alternate Coal does not in any way limit any other rights which the Buyer may have under this Contract (including the rejection of Cargoes or the termination of this Contract).

1.2.9. Coal delivery

1.2.9.1. Delivery

Coal will be delivered by the Seller to the Buyer in Cargoes CIF Incoterm 2020 unless otherwise specified in this Contract.

1.2.9.2. Risk and title

All risk of loss, damage to Coal sold under this Contract will pass from the Seller to the Buyer when the Coal is placed on board the nominated OG vessel at the Loading Port.



Title of Coal shall be transferred from the Supplier to the Purchaser when the Nomination Vessel arrives at Discharge Port or a Discharge Port agent sends a notice of arrival for shipment to the Purchaser, whichever is earlier.

1.2.9.3. Determining Delivery Schedule

- At least thirty (30) days prior to the commencement of each month, the Buyer shall transmit to the Seller its written order for Coal to be delivered to the Buyer during such month (the "Delivery Month Quantity"). Within three (03) Business Days after receipt of the order, the Seller may request the Buyer to modify the Delivery Schedule, in which case the Seller and the Buyer will discuss scheduling alternatives in good faith with a view to agreeing on a revised shipping schedule(s).
- If the Supplier does not confirm the Laycan(s) within three (03) Business Days or if both Parties cannot reach a consensus of revised shipping schedule within five (05) Business Days after the Supplier's receipt of that Purchase Order notification from the Purchaser, the order which was originally proposed by the Purchaser shall be final and binding for both Parties. The proposed laycan(s) from the Seller shall not be unreasonably rejected by the Purchaser.
- Delivery time between OG vessels in that Purchase Order (PO) to the Transshipment Port is no more than five (05) days (including working days and holidays).

The actual delivery schedule for each shipment shall be negotiated during the contract negotiation process in order to meet Purchase order.

- For high demand period of Vietnam National Electricity System, the Buyer has right to request, and the Seller must:
 - (i) arrange 02 shipments with same Laycan; and
 - (ii) increase the volume of coal arrival in specific months.
- The Delivery Schedule for each shall include but not limit to:
 - (i) specify for each delivery of Coal a 05-days period within which the OG Vessel is to arrive at the Transshipment Port, TS Vessel/self- propelled barge is to arrive at the Discharging Port; and
 - (ii) The number of Shipments; and
 - (iii) An estimate of the amount of Coal to be Delivered for each such Shipment.

1.2.10. Scheduling and Shipping and Penalties for late delivery

- (a) The Parties shall comply with the scheduling and discharging procedures of the Discharge Port (if any), the relevant applicable Purchase Order, Proposed Purchase Order, Revised Purchase Order and be bound by the terms as set out in Appendix 2 and Appendix 9.
- (b) Except in cases of force majeure, if any Notice of Readiness of Vessel/ self- propelled barge under that Purchase Order at the Discharge Port later than the last date specified for delivery of that Purchase Order or Revised Purchase Order as applicable, the Seller shall pay the Purchaser penalties in accordance with the following formula (the "**Penalties**"):

Penalty = 0.5% x number of day(s) of late tender of Notice of Readiness x Invoice Price as denoted on the Final Invoice x Cargo weight carried by respective Vessel .

The maximum amount of Penalty applicable to any Vessel shall be (the "**Maximum Penalty**"):



Maximum Penalty = 8% x Invoice Price as denoted on the Final Invoice x Cargo weight carried by respective Vessel.

For avoidance of doubt, in case the Arrival Window and Delivery Schedule in Appendix 2 for any Purchase Order is applied as a result of the Parties failing to reach a consensus on a Revised Purchase Order by both Parties, and the Seller fails to deliver any Cargo for that Purchase Order in accordance to this Appendix 2, the Penalty applicable with respect to such Cargo shall follow the following formula:

Penalty = 8% x Base Cargo Price x Cargo weight not delivered.

With respect to any Purchase Order, in the event the Seller satisfies the Purchase Order Quantity within such Purchase Order (i.e., completes the tender Notice of Readiness at Discharge Port of the Purchase Order Quantity no later than the last day of the specified delivery of that Purchase Order), the Penalties for delayed Vessel(s) for that Purchase Order (if any) shall be waived.

- (c) Notwithstanding any other provisions in this Agreement, and without prejudice to any rights of the Purchaser under this Agreement, if any of the events set out in Section 1.2.4 Procurement of Qualifying Alternate Coal occurs with respect to any Cargo, the Seller shall pay the Purchaser penalties in accordance with the following formula ("Penalty for Non-Delivery"):

Penalty = 8% x Base Cargo Price x Cargo weight not delivered.

- (d) For the avoidance of doubt, in the event of a Delivery Failure, whether or not the Purchaser cancels its obligation to take Delivery of a Cargo being determined as a Delivery Failure, such Delivery Failure will still count for the purposes of Section 1.2.4. Delivery Failure.
- (e) Payment of Penalties payable to the Purchaser under this Clause shall be made in accordance with Appendix 4.
- (f) For avoidance of doubt, payment of Penalties to the Purchaser under this Clause shall be without prejudice to its other claims whether under Applicable Laws and under this Agreement (including any claim for indemnities and despatch if available).
- (g) If a new Purchase Order was approved by the Purchaser for any shipment as a result of an event of Force Majeure affecting the Seller obligations pursuant to this Agreement, the exception for Force Majeure shall not apply and the Seller shall remain fully liable to comply with such amended Arrival Window with full consequences for non-compliance to apply.
- (h) Calculation of Penalties: Within seven (7) days from completion of discharging at Discharge Port of the last Vessel, the Purchaser shall calculate and send to the Seller the value of Penalties (including any Penalty for Non-Delivery) for such Purchase Order. The Seller shall consider such Penalties calculation within eight (8) days, and issue a statement to the Purchaser either (i) approving the obligation to pay and/or the calculation of Penalties, in which case the Parties shall sign a certificate of confirmation on the amount of Penalties for shipments in such Purchase Order; (ii) disapproving the obligation to pay and the calculation of Penalties, in which case the Seller shall sets out full reasoning as why, in which case this shall constitute a dispute between the Parties. If the Seller only agrees or disagrees in part or in full its obligation to pay and/or the calculation of Penalties, the undisputed part shall constitute a binding obligation to pay in which case the Parties shall sign a certificate of partial confirmation on the amount of Penalties for shipments in such Purchase Order; and the disputed part shall constitute a Disputed Amount between the Parties and shall be resolved in accordance with Appendix 4.



1.3. Country of Origin

No	Description	Country of origin
1	Coal with typical CV (NAR) of [5,500] kcal/kg	

Coal shall be supplied from the coal mines proposed in Bid proposal. If there is any change to the coal mines it will be subject to the Buyer's approval.

1.4. Documents required

Copies of the following documents shall be submitted by the SELLER to BUYER before arrival of OG vessel for Custom Clearance purpose, including but not limiting to following documents:

- Set of 3/3 clean on Board Ocean Bill of Lading (s) marked "Freight Prepaid" issued **"To Order" and endorsed in favor of the BUYER and/or the bank.**
- One original and three copies of SELLER's Provisional invoice for the entire quantity with price adjustments, if any based on the load port certificate of sampling and analysis by an independent inspection agency.
- Two photocopies of E-Certificate of Origin issued by designated/ relevant authority stating the Origin Country of the goods.
- Two copies each of Certificate of Sampling & Analysis, Certificate of Hold Cleanliness of the OG vessel or TS vessel/self- propelled barge and Certificate of Weight issued by the independent inspection agency at the load port. This will be used for the purpose of custom clearance and will not be binding to this contract.
- Bill of Lading and third-party documents acceptable except for invoice.
- Insurance certificate duly endorsed in favor of the BUYER or/and the bank will be provided by the SELLER for the payment.
- SELLER to fax/email the full set of documents to BUYER within 01 business day or one (01) day in case of Vietnamese major holidays before the arrival OG vessel/TS vessel at transshipment/discharge port unless otherwise as accepted by Purchaser.
- Letter of Mine Origin issued by Coal Miner or Coal Producer for that relevant Shipment.

2. Coal transportation requirements

- The Seller/Shipowner commits to make all necessary arrangements to transport Coal from the Loading port directly to the port for transshipment and Discharge Port. To deviate for the purpose of saving life and/or property stipulated by Maritime Law, the OG vessel or TS vessel/self- propelled barge has liberty to call at any port or ports in any order, for any purpose, to sail without pilots, to tow and/or assist the OG vessel or TS vessel/self- propelled barge in all situations. For any deviation, the Seller shall inform and send documentary evidence (if any) to the Buyer without any delays.
- Seller/Shipowners/Master are to be responsible for loss of or damage to the goods or for delay in delivery of the goods only in case the loss, damage or delay has been caused by personal want of due diligence on the part of the Owners or their Manager to make the OG vessel or TS vessel/self- propelled barge in all respects seaworthy and to secure that she is properly manned, equipped and supplied, or by the personal act or default of the Owners or their Manager.
- The Seller shall ensure that all operations and other activities at the Coal Mine site comply



with all applicable local laws and regulations.

- The Seller has adopted and will continue to adopt a systematic approach to manage the safety, health and environment aspects at the Coal Mine site following the principles laid down in ISO.

2.1. Discharge Port

- The Nominated Discharge Port is at the port of Song Hau 1 Thermal Power Plant located in Song Hau Power Center, Phu Xuan Hamlet, Chau Thanh Village, Can Tho city, Vietnam.

- The jetty and ship unloading facilities for Song Hau 1 Power Plant, taking account of port constraints, is designed to accommodate to receive two 10,000 DWT suitable means of conveyance (self-propelled barges) for unloading cargo at the same time with the technical parameters such as:

+ Length: 110 - 115m

+ Width: 24 - 26m

+ Depth: 8m

+ Draft: < 7.7m.

- Some reference information is as follows:

+ Berth length: 310m. width 25 m;

+ The high-top dock 3.50 m

+ The high bottom dock-11.85 m

+ High water level elevations design + 2.42 m

+ High level design -1.77 m

+ Approach bridge 1: length 72 m long, width 6 m.

+ Approach bridge 2: length 63 m long, width 6 m.

The discharge rate is about 5,500 – 7,000 tons/day/01 CSU from either a TS vessel or self-propelled barge (with structure of TS vessel or self-propelled barge to be complied with requirements of Bidding Document) (PWWD SSHINC - per Weather Working Days of 24 consecutive hours, Saturday, Sunday, Holiday Included and coal handling system in good order).

2.2. Transportation Methodology

Seller/Bidder is requested to make survey, collect all necessary information at Bidder's account to prepare by themselves a coal transportation/transshipment methodology to ensure the coal transportation/transshipment methodology in accordance with existing situation of Song Hau 1 jetty including but not limiting to the OG vessel or TS vessel/self-propelled barge deadweight, maximum beam, and maximum overall length, and access route (draft).

- TS vessel/self-propelled barge are requested to be:

+ TS vessel/self-propelled barge for transportation bulk cargo about 10,000 -14,000 DWT with suitable draft for access. The Bidder commit to supply enough coal quantity for continuous discharging at discharging port by using Continuous Ship/self-propelled barges Unloaders at Discharge Port shall not be affected and interfered by his proposed TS vessel/self-propelled barge.

+ Age: strictly complied with load/transshipment/discharge ports' requirements;



- + Fully comply with the ISPS code;
- + Coal transportation/transshipment requirements.

3. Coal Mining License

- Coal originate from *[to be inserted]*: Seller shall provide Buyer with a certified true copy of the Coal Mining License. Seller shall notify Buyer in writing prior to amending or terminating the Coal Mining License. Such notice shall describe the proposed action and the reasons for it. Unless required by a Government of *[to be inserted]*, Seller shall not take any of the foregoing actions without first obtaining the prior written consent of the Buyer, which consent shall not be unreasonably withheld. Seller shall in all events use its best efforts to assure that, following any such action, it shall retain and maintain such legal and/or contractual rights to the production and sale of Coal as are necessary for Seller to perform their obligations under this Contract, or shall assign its obligations and liabilities hereunder to an Affiliate with a coal mining license in *[to be inserted]* to ensure Buyer's rights and interests hereunder are materially preserved.

- Coal originate from other country: this Clause shall be accordingly applied subject to the law of those country.

4. Title

Seller shall ensure and maintain that it has good, valid and marketable title to all Coal delivered to Buyer hereunder and all such Coal shall be free and clear of all liens, charges, mortgages, pledges, security interests, claims for taxes or royalties and other encumbrances or adverse claims (each an "Adverse Claim"). If any Adverse Claim attaches with respect to any such Coal and/or monies due therefore,

(a) Seller shall immediately remove such Adverse Claim or post a bond or other security therefore in accordance with applicable Legal Requirements and otherwise in a manner satisfactory to Buyer and the Collateral Agent, and

(b) Buyer may, until such Adverse Claim is removed or a bond or other security therefore has been so posted in a manner satisfactory to Buyer and the Collateral Agent, retain in escrow, as security for the performance of Seller's obligations with respect to any such Adverse Claim, all sums of money then due and owing by Buyer to Seller and which may thereafter accrue to Seller, up to the amount of the obligations secured by such Adverse Claims.



APPENDIX 3: PRICING AND ADJUSTMENTS

The Invoice Amount with respect to any Delivered Cargo shall be calculated as the Invoice Price multiplied by the volume of the relevant Cargo specified in the applicable Certificate of Weight the delivered coal quantity determined as per Appendix 8.

The Invoice Price shall be calculated as the Base Coal Price as adjusted in accordance with Sections 2 of this Appendix.

Base Coal Price (US\$/tonne)

- | | |
|--------------------------------------|----------------------------------|
| - Base Coal Price or Base FOB Price: | [to be inserted] (USD per tonne) |
| - Cargo insurance: | [to be inserted] (USD per tonne) |
| - Freight: | [to be inserted] (USD per tonne) |

1. Market Price Adjustment, Coal Calorific Value Adjustment and Freight Rate Adjustment

1.1. Market Price Adjustment and Coal Calorific Value Adjustment

Pricing and Adjustments are based on "ICI2" (NAR 5,500) weekly index price with mechanism as follows:

$$\text{Delivered CIF Price} = [\text{Base FOB Price} * K + \text{Cargo insurance price} + \text{Freight price}] * (\text{ACV}/\text{RCV})$$

Where:

- K is factor which detail as followings:
 - +) If origin of coal from Indonesia, $K = \frac{\text{ICID}}{\text{ICIB}}$, where,
 - ICID = the simple average value of the ICI2 (GAR 5,800 NAR 5,500) Coal Price of Argus Coalindo as published weekly over a month period immediately prior to the beginning of the Calendar Month in which the applicable coal Delivery takes place. Coal delivery takes place means that "the Bill of Lading" date is issued for the respective shipment.
 - ICIB = the simple average value of the ICI 2 (GAR 5,800 NAR 5,500) Coal Price as an average value of daily indices in the month immediately prior to the month of the bid opening time.
 - For the purposes of the above, ICI2 (GAR 5,800 NAR 5,500) Coal Price means the FOB Coal Price related to the prevailing market for thermal coal exported from Indonesia as is published weekly by Argus/Coalindo.
 - +) If origin of coal not from Indonesia, $K = \frac{\text{GCND}}{\text{GCNB}}$, where,
 - GCND = the simple average value of the globalCOAL Coal Price as published weekly over a month period immediately prior to the calendar month in which the applicable coal delivery (FOB) takes place.
 - GCNB = the simple average value of the globalCOAL Coal Price as an average value of daily indices in the month immediately prior to the month of the bid opening time.
 - For the purposes of the above Market Price Adjustment formulae globalCOAL Coal Price means the FOB 'spot' Coal Price related to the prevailing market for thermal coal exported from the port of Newcastle, New South Wales, Australia as is published weekly by globalCOAL



- ACV = the actual Net calorific value (expressed in kcal/kg) of the coal as set out in the Load Port Certificate of Analysis for Provisional Invoice and Discharge Port Certificate of Analysis/Umpire Certificate of Analysis for purpose of the Final Invoice.
- RCV = (the quoted reference Net calorific value (expressed in kcal/kg) of the coal).

Supplier's offered actual Net caloric value (NAR basic) as set out in the Discharge Port/Loading Port Certificate of Analysis being greater than 5,800 kCal/kg with considered and treated as 5,800 kCal/kg.

For the avoidance of doubt, all proposals with calorific unit by GAR (Gross As-Received), the Bidder has to convert to calorific unit by NAR (Net As Received) as per requirement in bidding document by conversion formula "Coal Conversion Facts" issued by World Coal Institute (<https://www.worldcoal.org/>) as follow:

GAR (Gross As Received) to GAD (Gross Air Dry)

$$CV (GAD) = CV (GAR) \times (100-IM\%)/(100-TM\%)$$

Where: IM% is Inherent Moisture; TM% is Total Moisture.

If IM%, TM% proposed by range, the value applied for calculation is average value between lower range value and upper range value.

GAR (Gross As Received) to NAR (Net As Received)

$$Net\ CV = Gross\ CV - 50.6H - 5.85M - 0.191O$$

where M is % Moisture, H is % Hydrogen, O is % Oxygen (from ultimate analysis*, also As Received).

*Ultimate analysis determines the amount of carbon, hydrogen, oxygen, nitrogen & sulfur.

1.2. Freight price Adjustment

Freight price shall be adjusted in accordance with the following formula:

$$FR_{ad} = FR_{bs} \times 0.4 \times CBI/BSI + FR_{bs} \times 0.6$$

Where:

- FR_{ad} = Adjusted freight price (expressed in USD per tonne),
- FR_{bs} = Base Freight offered by the Bidder in his Financial Proposal (expressed in USD per tonne).
- CBI = Monthly average Baltic Index which is an average value of daily indices in the month immediately prior to delivery month.
- BSI = Base Baltic Index which is an average value of daily indices in the month immediately prior to the month of the bid opening time.

Applicable Baltic Index is Baltic Supramax Index (BSI) for Supramax bulk carrier with Voyage Route S10 or other Voyage Route shall be agreed during contract negotiation.

The Invoice Amount with respect to any shipment shall be calculated as the Invoice Price multiplied by the delivered coal quantity determined as per Appendix 8.



2. Additional Price Adjustments for Non-confirming coal and non-uniformity among sub-lots

2.1 Application

The additional price adjustments under this Section shall apply to a Cargo of Non-Conforming Coal in the circumstances prescribed in Section 2.4(a), Section 2.6 of Appendix 2 and apply to a Cargo of non-uniformity among sub-lots Section 2.5 of Appendix 5 or if such non-compliance is determined at Discharge Port Certificate of Analysis after the Purchaser has accepted the delivery.

2.2 Price Adjustments for Non-confirming coal and non-uniformity among sub-lots

If this Section 3 applies, the Purchaser shall pay a discounted Invoice Price in respects of such Cargo of Non-Conforming Coal and/or non-uniformity among sub-lots (**Discounted Invoice Price**), calculated as follows:

Discounted Invoice Price = Delivered CIF Price - (Ash Reduction + Na₂O Reduction + Sulphur Reduction + Volatile Matter Reduction + HGI Reduction + AFT Reduction + H₂ Reduction)

Where: Delivered CIF Price has the meaning given in Section 2 of this Appendix 3. Ash Reduction, Sulphur Reduction, Volatile Matter Reduction, HGI Reduction, AFT Reduction, Net Calorific Value Additional Reduction and Uniformity Reduction for Net Calorific Value shall be calculated as follows:

- (a) Ash (ADB): If the Actual Ash (ADB) does exceed the Maximum Specification for Ash, then the reduction to the Invoice Price shall be calculated as follows:

$$\text{Ash Reduction} = \text{Delivered CIF Price} \times [(\text{Actual Ash Value}) - (\text{Maximum Specification for Ash})] / 100,$$

Where the Actual Ash Value and Maximum Specification for Ash are expressed as percentages (%)

- (b) Na₂O (DB): If the Actual Na₂O (DB) does exceed the Maximum Specification for Na₂O, then the reduction to the Invoice Price shall be calculated as follows:

$$\text{Na}_2\text{O Reduction} = \text{Delivered CIF Price} \times [(\text{Actual Na}_2\text{O Value}) - (\text{Maximum Specification for Na}_2\text{O})] / 100,$$

Where the Actual Na₂O Value and Maximum Specification for Na₂O are expressed as percentages (%).

- (c) Sulphur (ADB): If the Actual Sulphur (ADB) does exceed the Maximum Specification for Sulphur, then the reduction to the Invoice Price shall be calculated as follows:

$$\text{Sulphur Reduction} = \text{Delivered CIF Price} \times [(\text{Actual Sulphur Value}) - (\text{Maximum Specification for Sulphur})] / 10,$$

Where the Actual Sulphur Value and Minimum Specification for Sulphur are expressed as percentages (%)

- (d) Volatile Matter (ADB):

If the Actual Volatile Matter (ADB) is less (<) than the Minimum Specification (26) for Volatile Matter, then the reduction to the Invoice Price shall be calculated as follows:



Volatile Matter Reduction = [(Minimum Specification for Volatile Matter) - (Actual Volatile Matter)] x US\$0.15/MT,

For Example: if the actual Volatile Matter (ADB) of a Cargo is 25%, the Minimum Specification for Volatile Matter is 26% then Reduction on excess Volatile Matter per MT would be $(26 - 25) \times 0.15 = 0.15$ USD/MT.

If the Actual Volatile Matter (ADB) is over (>) than the Maximum Specification (42) for Volatile Matter, then the reduction to the Invoice Price shall be calculated as follows:

Volatile Matter Reduction = [(Actual Volatile Matter) - (Maximum Specification for Volatile Matter)] x US\$0.15/MT,

For Example: if the actual Volatile Matter (ADB) of a Cargo is 43%, the Maximum Specification for Volatile Matter is 42% then Reduction on excess Volatile Matter per MT would be $(43 - 42) \times 0.15 = 0.15$ USD/MT.

Where the Actual Volatile Matter, Minimum and Maximum Specification for Volatile Matter are expressed as percentages (%)

(e) Hardgrove Grindability Index (HGI):

If the Actual HGI is less (<) than the Minimum Specification for HGI, then the reduction to the Invoice Price shall be calculated as follows:

HGI Reduction = [(Minimum Specification for HGI) - (Actual HGI)] x US\$0.15/MT,

If the Actual HGI is higher (>) than the Maximum Specification for HGI, then the reduction to the Invoice Price shall be calculated as follows:

HGI Reduction = [(Actual HGI) - (Maximum Specification for HGI)] x US\$0.15/MT.

Where the Actual HGI, Minimum and Maximum Specification for HGI are expressed as percentages (%).

(f) Ash Fusion Temperature (Reducing Atmosphere) Initial Deformation (IDT) (AFT):
If the Actual AFT does not satisfy the Minimum Specification for AFT, then the reduction to the Invoice Price shall be calculated as follows:

AFT Reduction = [(Minimum Specification of AFT) - (Actual AFT)] x US\$0.01 / Tonne,

Where the Actual AFT and Minimum Specification for AFT are expressed in °C.

(g) Hydrogen (H2)

- If the Actual H2 is greater than (>) 4.15% to (\leq) 4.3%, then the reduction to the Invoice Price shall be calculated as follows:

H2 Reduction = Delivered CIF Price x [(Actual H2 Value) - (Maximum Specification for H2)] /100,

- If the Actual H2 is greater than (>) 4.3% to (\leq) 7.5%, then the reduction to the Invoice Price shall be calculated as follows:

H2 Reduction = Delivered CIF Price x [(Actual H2 Value) - (Maximum Specification for H2)] /50.

- If the Actual H2 does exceed 7.5%, then the reduction to the Invoice Price shall



be calculated as follows:

$$H2 \text{ Reduction} = \text{Delivered CIF Price} \times [(\text{Actual H2 Value}) - (\text{Maximum Specification for H2})] / 10.$$

Where the Actual H2 and Maximum Specification for H2 are expressed as percentages (%).

The Discounted Invoice Weight:

- (a) Net Calorific Value (ARB): If the Actual as received Net Calorific Value (ACV) does not satisfy the Minimum Specification for Net Calorific Value (arb), then the reduction to the quantity shall be calculated as follows:

If Net Calorific Value is lower than Minimum Required Specification, from (\geq) 5,450 kCal/kg to under ($<$) 5,500 kCal/kg:

$$\text{The Discounted Invoice Weight} = 4 \times M_{\min} \times [(\text{Minimum Specification for Net Calorific Value}) - (\text{ACV})] / (\text{RCV}).$$

If Net Calorific Value is lower than Minimum Required Specification, from (\geq) 5,400 kCal/kg to under ($<$) 5,450 kCal/kg:

$$\text{The Discounted Invoice Weight} = 5 \times M_{\min} \times [(\text{Minimum Specification for Net Calorific Value}) - (\text{ACV})] / (\text{RCV}).$$

If Net Calorific Value is lower than Minimum Required Specification, from (\geq) 5,350 kCal/kg to under ($<$) 5,400 kCal/kg:

$$\text{The Discounted Invoice Weight} = 6 \times M_{\min} \times [(\text{Minimum Specification for Net Calorific Value}) - (\text{ACV})] / (\text{RCV}).$$

If Net Calorific Value is lower than Minimum Required Specification, from (\geq) 5,300 kCal/kg to under ($<$) 5,350 kCal/kg:

$$\text{The Discounted Invoice Weight} = 7 \times M_{\min} \times [(\text{Minimum Specification for Net Calorific Value}) - (\text{ACV})] / (\text{RCV}).$$

If Net Calorific Value is lower than Minimum Required Specification, from ($<$) 5,300 kCal/kg:

$$\text{The Discounted Invoice Weight} = 10 \times M_{\min} \times [(\text{Minimum Specification for Net Calorific Value}) - (\text{ACV})] / (\text{RCV}).$$

Where:

M_{\min} : lowest weight between the total weight specified in the Load Port Certificate of Weight and the total weight determined by the Draught Survey at the Discharge Port for that cargo (Discharge Port Certificate of Weight) and the total weight determined by the Draught Survey at the Transshipment Port for that cargo (Transshipment Port Certificate of Weight) and the total weight approved by the Customs of Vietnam for clearance (in Viet Nam) (tonnes);

ACV: the actual Received Net calorific value (expressed in kCal/kg) of the coal as set out in the Load Port Certificate of Analysis for Provisional Invoice and Discharge Port Certificate of Analysis/Umpire Certificate of Analysis for purpose of the Final Invoice;

RCV: the quoted reference Net calorific value (expressed in kCal/kg) of the coal. Supplier's offered actual Net caloric value (NAR basic) as set out in the Discharge



Port Certificate Where Minimum Specification for Net Calorific Value, ACV and RCV are expressed in kcal/kg NAR.

Minimum Specification for Net Calorific Value, ACV and RCV are expressed in kcal/kg NAR.

(b) Uniformity among sub-lots for Net Calorific Value:

In the same shipment, if:

- The difference in Net Calorific Value between each sub-lot (Q_{netk} , kcal/kg) and the sub-lot with maximum Net Calorific Value (Q_{netmax} , kcal/kg) in the same shipment exceeds 200 kcal/kg, and

- There is at least one sub-lot with Net Calorific Value (Q_{netk} , kcal/kg) of the shipment is lower than 5,500 kcal/kg,

If any shipment violates both conditions mentioned above, a reduction to the Invoice Weight shall be calculated as follows:

$$\text{The Discounted Invoice Weight} = 3 \times [(Q_{netmax} - Q_{netk} - 200) / RCV] \times M_{sub-lot k}$$

Where:

Q_{netmax} : maximum Net calorific value in sub-lots; kCal/kg

Q_{netk} : Net calorific value in sub-lot k that; kCal/kg

$M_{sub-lot k}$: Weight as per the Discharge Port COA of sub-lot k that does not satisfy both uniformity requirements;

(c) Total Moisture: If Actual Total Moisture (arb) as analyzed at Discharge Port exceeds Required Specification for Total Moisture in Section 3, then Reduction on account of excess Total Moisture shall be calculated as follows:

$$\text{The Discounted Invoice Weight} = 5 \times M_{min} \times [(Actual Total Moisture) - (Maximum Specification for Total Moisture)] / 100$$

Where:

M_{min} : lowest weight between the total weight specified in the Load Port Certificate of Weight and the total weight determined by the Draught Survey at the Discharge Port for that cargo (Discharge Port Certificate of Weight) and the total weight determined by the Draught Survey at the Transshipment Port for that cargo (Transshipment Port Certificate of Weight) and the total weight approved by the Customs of Vietnam for clearance (in Viet Nam) (tonnes);

In the event the reduced adjusted quantity exceeds the quantity of the respective shipment; The Discounted Invoice Weight shall be count as 0. And in the event that the Buyer has already made payment for this shipment, the Buyer shall have the right to recover this amount in the nearest subsequent payment.

Maximum Specifications for Total Moisture and Actual Total Moisture are expressed in percentages (%).

The Discounted Invoice Amount is calculated as follows:

$$\text{The Discounted Invoice Amount} = \text{Discounted Invoice Price} \times \text{Discounted Invoice Weight}$$



APPENDIX 4 - TERMS OF PAYMENT

A1. Letter of Credit (L/C)

1. Mode of Payments

If Letter of Credit is specified as the payment method in Appendix 1 Item 10, payments shall be made under an irrevocable at sight Letter of Credit (the "Letter of Credit") issued by an issuing bank elected by the Purchaser in accordance with this Section 2 and 3 of Appendix 4, against presentation by the Seller of compliant documents.

In case the Bidder is an independent Bidder, The Letter of Credit shall cover the payment for 100% of the CIF value of the Cargo to be delivered hereunder and allowing a tolerance of +/- 10% (plus/minus ten percent).

In case the Bidder is a Consortium, The Letter of Credit shall cover the payment up to 100% value of the Cargo to be delivered hereunder and allowing a tolerance of +/- 10% (plus/minus ten percent). The exact value will be determined by the Parties based on the work division provisions in the consortium agreement as well as the actual needs of the members of the consortium...

The Letter of Credit shall allow underdrawings and overdrawings because of adjustment of price as mentioned in Section 5 of Appendix 4. In all cases, the total payment value must not exceed the value of the LC/amended LC +/-10% (plus/minus ten percent).

To avoid any doubt, in case the issued Letter of Credit needs to be revised as Seller's request and this revision is not attributable to the Purchaser or otherwise arose directly out of the Purchaser's mistake, the revision of this Letter of Credit shall not release, ease or change the Seller's obligation(s) to comply with the Delivery Schedule, Proposed Delivery Schedule (if binding) or Revised Delivery Schedule specified in Appendix 12B.

2. Invoice and payment

- a) Based on a provisional price determined under Section 5 of Appendix 4, the quantity of Coal nominated by the Purchaser and the Typical Specifications for Cargo of each month to be delivered under this Agreement, the Seller shall, not less than twelve (12) days prior to the first day of the Load Port laycan for the relevant Cargo, submit to the Purchaser a proforma invoice specifying the estimated purchase price for the Cargo (the "**Proforma Invoice**").
- b) Based on the Proforma Invoice, the Purchaser shall, for each and every Cargo shipment which was agreed to be delivered under this Agreement set out in the Delivery Schedule, Proposed Delivery Schedule (if binding) or Revised Delivery Schedule, no later than the latter of (i) ten (10) days prior to the first day of Load Port Laycan of the corresponding Cargo shipment or (ii) 05 (five) Business Days from the date the Purchaser received Proforma Invoice, open Letter of Credit in favor of the Seller. For avoidance of any doubt, in case the Seller does not submit or fails to submit the Proforma Invoice within the time period set out in Section 2 (a) of Appendix 4, resulting in the Letter of Credit not being issued or issued late, this shall not waive, release, ease or change the Seller's obligation(s) to comply with the Delivery Schedule or Revised Delivery Schedule specified in Appendix 12B.

In case the Letter of Credit with respect to any Cargo shipment fails to be opened within the time period sets out in this Section 2 (b) of Appendix 4 as a result of the Purchaser's failure, the Seller shall have the right not to load Cargo unless and until it is available with the Seller's appointed advising bank and Arrival Window of such Cargo shall be



automatically adjusted for each day which the Seller elects to not load Cargo. In such case, the "Penalties" (if any) shall be applied only to adjusted Arrival Window. In case the Letter of Credit in respect of any Cargo fails to be opened after ten (10) Business Days after the passing of the time period set out in the first paragraph of this Section 2 (b) of Appendix 4 that is attributable to the Purchaser's failure, then the "Penalties" (if any) shall be waived for such Cargo.

- c) The Letter of Credit, for each shipment of loading as agreed in Appendix 12 to be delivered under this Agreement, must:
- (i) be valid sixty (60) Days from the date of issuance subject to extension/amendment in accordance with the Parties' agreement;
 - (ii) (be issued in conformity with the Uniform Customs and Practice for Documentary Credits (2007 Revision) published by the ICC (International Chamber of Commerce);
 - (iii) provide for the Seller to obtain payment of the Invoice Amount for the delivered Cargo upon presentation at the Purchaser's appointed issuing bank of the Provisional Invoice/Final Invoice enclosing all the Shipping Documentation with respect to the delivered Cargo in accordance with Section 2.2 and Section 3 of this Appendix;
 - (iv) Allow for transshipment.
- d) All charges imposed by the Purchaser's appointed issuing bank relating to the Letter of Credit shall be for Seller's account.

The maximum applicable L/C fee rate shall be 0.8% per annum, calculated in accordance with the following formula:

$$\text{L/C Fee} = \text{L/C fee rate per annum (max 0.8\%)} \times \text{Contract Price} \times 60 \text{ days} / 365 \text{ days.}$$

- e) All charges imposed by the Seller's appointed advising bank relating to the Letter of Credit, including confirmation charges, shall be for the Seller's account.
- f) If, following the determination of the Final Purchase Price, a Letter of Credit is insufficient with respect to any Cargoes, the Purchaser shall, within five (05) Business Days, arrange for an amendment to, or replacement of, the Letter of Credit or the issuance of a replacement Letter of Credit sufficient to make payment in full.
- g) In the event that, upon the expiry of the 60-day validity period of the L/C, the Seller has not submitted the application for payment with the supporting documents, or the submitted application for payment with the supporting documents is incomplete or invalid, the Buyer shall automatically switch to payment by Telegraphic Transfer (T/T).

2.1. For each shipment not rejected by the Purchaser, within five (05) Business Days after Bill of Lading issued, the Seller shall:

Deliver to the Purchaser a Provisional Invoice and a set of all supporting documents listed in Section 2.2.

2.2. For each shipment, supporting documents shall be as follows:

- a) the Invoice must include followings:
 - (i) the type and origin of the delivered Coal;
 - (ii) the Load Port;



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- (iii) the name of the Nominated Mother Vessel in case of Transshipment Shipment Method, or Nominated Vessel for Direct Shipment in case of the Direct Shipment Method;
 - (iv) the Bill of Lading number and date;
 - (v) the Invoice Price of the Coal (or, if applicable, the Discounted Invoice Price);
 - (vi) the Invoice Weight (or, if applicable, the Discounted Invoice Weight); and
 - (vii) the Invoice Amount (or, if applicable, the Discounted Invoice Amount): be for 100% of the Purchase Price for the shipment.
- b) the confirmation letter issued by the Seller which states reference number and date of e-COO form D issued by the competent Governmental Agency, name of exporter, name of vessel, quantity, and departure date;
 - c) the Load Port Certificate of Analysis;
 - d) the Insurance Certificate (Beneficiary shall be the Purchaser);
 - e) the Load Port Certificate of Weight; and
 - f) the Bill of Lading signed by the master of the Mother Vessel or his authorized agent,
 - g) the Statement of Binding Delivery Schedule applicable for that Delivery Month executed by both the Seller and Purchaser

(collectively, "**L/C Shipping Documentations**" and individually each an "L/C Shipping Documentation")

For each Cargo shipment, the Seller shall ensure that each of the above L/C Shipping Documentation are accurate, valid, will be acceptable and uncontested by competent customs authorities at all times. The Seller shall correct any issue with the L/C Shipping Documentation within a period of 5 Business Days from the date it becomes or should have reasonably become aware of such issue. Until the L/C Shipping Documentation issue has been fully cured by the Seller, the Purchaser's payment obligation to the Seller with respect to such Cargo shipment shall be deemed to be suspended.

2.3. **Payment**

The payment (80% of Invoice Amount) will be made upon submission of the Seller of the application for payment with the following supporting documents as conditions precedent:

- a) One (01) original and two (02) copies of the Provisional Invoice/ or VAT invoice without tax; and attached together three (03) original statements signed by the Seller stipulating the way to calculate the VAT invoice without tax;
- b) One (01) original and two (02) copies of the Load Port Certificate of Analysis;
- c) One (01) original confirmation letter issued by the Seller which states reference number and date of e-COO form D issued by the competent Governmental Agency, name of exporter, name of vessel, quantity, and departure date.
- d) One (01) original and two (02) copies of the Load Port Certificate of Weight;
- e) (3/3) Full set of Original 'Clean on Board' Bill of Lading and two (02) non- negotiable copies, made out to order, blank endorsed or "made out to order of issuing bank, endorsement" and marked "Freight payable as per Charter Party".



- Consignee: To order.
 - Notify address: Petrovietnam Power Generation Branch (PVPGB) Address: 1st Floor , VPI Tower, 167 Trung Kinh Street, Yen Hoa Ward, Ha Noi, S.R. Vietnam.
 - Shipper: coal mine/ coal producer/coal exporter specified in Appendix 1 or supplemented coal mine (s)/ coal producer(s)/coal exporter(s) subject to Purchaser's prior written approval.
- f) One (01) original and two (02) copies of valid Insurance Certificate covering at least 110 percent of invoice value of respective shipment, showing claim payable in Vietnam.
- g) One (01) original of Request for payment in which the Seller requests the Purchaser to make payment of 80% of Invoice Amount.
- h) One (01) copy of the Statement of Binding Delivery Schedule applicable for that Delivery, Month executed by both the Seller and Purchaser.

3. Final Invoice and Payment

- a) Except where there's a dispute on invoice price, within three (03) Business Days of receiving the Discharge Port Certificate of Analysis, the Seller shall send to the Purchaser an invoice ("Final Invoice"); the Final Invoice must be sent by email to the Purchaser within one (01) Business Day from Final Invoice date for customs purpose;
- b) For each Cargo shipment, the Final Invoice must include followings:
- (i) Date and number of the Final Invoice of the respective shipment;
 - (ii) Invoice Price;
 - (iii) Final Invoice Amount, which is based on Discharge Port Certificate of Analysis (or, if applicable, Umpire Certificate of Analysis) and the delivered coal quantity determined as per Appendix 8, shall be calculated as the Discounted Invoice Amount as adjusted in accordance with the Appendix 3;
 - (iv) The Remaining Amount of Final Invoice, which is the difference between the Final Invoice Amount and eighty percent (80%) of Invoice Amount of the Provisional Invoice.
- c) In the event of no dispute on Final Invoice Amount, the remaining amount payable to the Seller is the Remaining Amount of Final Invoice after deduction of any amount receivable from the Seller or the amounts that the Purchaser pays on behalf of the Seller (if any). The payment of the remaining amount will be made upon submission of the Seller of the application for payment with the following supporting documents:
- (i) One (01) original and two (02) copies of Final Invoice/ or (Adjusted VAT Invoice without tax); and attached together three (03) original statements signed by the Seller stipulated the way to calculate the Final invoice.
 - (ii) One (01) set of applied shipment analysis document for final purchased price including one (01) copy of Discharge Port Certificate(s) of Analysis and/or one (01) original of Umpire Certificate of Analysis and/or one (01) copy of Minutes of Meeting regarding accepted coal properties signed by the Purchaser and the Seller.
 - (iii) One (01) copy of Discharge Port Certificate of Weight.



- (iv) One (01) copy of Transshipment Anchorage Certificate of Weight.
- (v) One (01) copy of the Load Port Certificate of Analysis including "Ash Analysis" and "Ultimate Analysis" and/or a trace element analysis;
- (vi) One (01) copy of Purchaser's certificate of confirmation of drawing. Within five (05) Business Days after the receipt of copy of Final Invoice from the Seller through electronic mail, Purchaser shall send copy of Purchaser's certificate of confirmation of drawing certifying that the drawing amount is in order. In the event that Purchaser's certificate of confirmation is not received within above mentioned time, the Seller shall present 20% LC document against discharge port documents without Purchaser's certificate of confirmation of drawing.

For avoidance of doubt, in case where the Seller disagrees with the Discharge Port Certificate of Analysis, the Purchaser shall make payment of Final Invoice in accordance with Umpire Certificate of Analysis, and within five (05) Business Days from date of Umpire Certificate of Analysis, the Seller shall deliver to the Purchaser the Final Invoice.

The format and details required under the Provisional Invoice and Final Invoice shall be mutually agreed between the Purchaser and Seller.

- d) In the event of a dispute on Final Invoice Amount, both Parties shall hold the meeting to reach a consent on Second Invoice Amount for the disputed shipment; and the Seller shall deliver to the Purchaser an Invoice ("Second Invoice"). The Second Invoice and attached together statements signed by the Seller stipulated the way to calculate the Second Invoice must be sent by email to the Purchaser within one (01) Business Day from the Second Invoice date.

For the disputed Vessel, the Second Invoice must include followings:

- (i) Date and number of the Second Invoice of the disputed Vessel; and
- (ii) Amount of the Second Invoice shall be calculated as Invoice Amount (or, if applicable, the Discounted Invoice Amount) which is based on Discharge Port Certificate of Analysis and the quantity determined according to Appendix 8 of disputed Vessel; and
- (iii) Invoice Price.

The second payment will be made upon submission of the Seller of the application for payment with the following supporting documents:

- (i) One (01) original and two (02) copies of Second Invoice (or Adjusted VAT Invoice without tax); and attached together three (03) original statements signed by the Seller stipulated the way to calculate the Second Invoice; and
- (ii) One (01) copy of Discharge Port Certificate of Analysis; and
- (iii) One (01) copy of Discharge Port Certificate of Weight; and (iv) One (01) copy of Purchaser's certificate of confirmation for the Remaining Amount to be temporarily paid. In which, the Remaining Amount to be secondly paid is the difference between the Second Invoice Amount and eighty percent (80%) Invoice Amount of the Provisional Invoice after deduction of any amount receivable from the Seller or the amounts that the Purchaser pays on behalf of the Seller (if any).

Within six (06) Business Days from the date receiving the Second Invoice via email, the Purchaser shall send copy of Purchaser's certificate of confirmation for



the Remaining Amount to be secondly paid. In case the Seller cannot receive the copy of Purchaser's certificate of confirmation within above mentioned six (06) Business Days, the Seller has the right to present the payment documents without Purchaser's Certificate of confirmation to the issuing bank against Second payment; and

- (v) One (01) copy Minutes of Meeting regarding Second Invoice Amount signed and sealed by the Seller and the Purchaser; and
- (vi) One (01) original of the request for payment of the Remaining Amount to be secondly paid signed and sealed by the Seller.

The remain dispute amount after first and second payment shall be paid after Parties agree final settlement on the dispute. The payment(s) for the remain dispute amount to be paid shall be made through telegraphic transfer remittance (T/T) to Seller's account/Purchaser's account within ten (10) Business days from the date that the Purchaser receiving the full and valid hard copy of payment documents as followings:

- (i) One (01) original and two (02) copies of Final Invoice / or (Adjusted VAT Invoice without tax); and attached together three (03) original statements signed by the Seller stipulated the way to calculate the Final Invoice; and
- (ii) One (01) copy of Discharge Port Certificate of Analysis; and
- (iii) One (01) copy of Discharge Port Certificate of Weight; and
- (iv) One (01) original of Umpire Certificate of Analysis; and
- (v) One (01) copy Minutes of Meeting regarding Final Invoice Amount signed and sealed by the Seller and the Purchaser; and
- (vi) One (01) original of the request for payment of the final settled amount after having Final Invoice Amount to be paid signed and sealed by the Seller.

Final Invoice/Adjusted Invoice must be sent by the Seller to the Purchaser via email within 01 Business Day from the date of issue on the Invoice.

- e) If the Remaining Amount is a negative amount, the payments for the Remaining Amount shall be made under an irrevocable at sight Letter of Credit or through telegraphic transfer remittance (T/T) to Purchaser's account within ten (10) Business days from the Final Invoice date or unilaterally deduct the Remaining Amount of any vessel from any amount payable to the Seller under this Agreement or deduct the Performance Bond.
- f) In case COO(s) are rejected by Vietnam Customs Authority according to Clause 36, for the last shipment of this Agreement, the Purchaser shall withhold the total amount of import tax of the shipments that COO(s) form D is rejected (Import Tax Withheld). The Import Tax Withheld shall be reimbursed/released (if any) via Telegraphic Transfer to the Seller within sixty (60) days after the valid revised COO has been provided and accepted by Vietnam Customs Authority. In case the Seller cannot provide the valid revised COO or the valid revised COO provided is not workable due to late submission to Vietnam Customs Authority, the Import Tax Withheld shall not be returned to the Seller.
- g) In case the Seller disagrees with Certificate of Analysis at Discharge Port and requests the Umpire Analysis, the Purchaser shall make payment of Second Invoice in accordance with section 3 d) Appendix 4 and Final Invoice in accordance with Umpire Certificate of Analysis.



4. Payment of penalties

The amounts of Penalties of each Purchase Order payable by one Party to another shall be made through T/T within 15 Business Days from the date Parties sign the minutes of confirmation or minutes of partial confirmation on the amount of Penalties with respect to that Purchase Order. Request to refund money to the Seller, not deducted from the Invoice. For avoidance of doubt, if the Seller fails to make payment of undisputed amounts of Penalties within 15 Business Days period set out in this Clause, the Purchaser shall be entitled to set off the undisputed amounts of Penalties due to it by the Seller against amounts due and payable by the Purchaser to the Seller under this Agreement.

Within eight (08) Business Days from the day the Purchaser sends the spreadsheet calculation, if the Seller fails to respond or to provide proper explanation, evidence and documents for the Purchaser's data inconsistency, the Purchaser shall have the right to retain the payment value of any shipment with the corresponding value.

Payment of any Penalties to the Purchaser by a Seller who is a Vietnamese entity shall be made in Vietnam Dong in accordance with the exchange rate bases on the selling USD/VND rate of JSC Bank for Foreign Trade of Vietnam (Vietcombank head office) at the date of issuance the Provisional invoice of the respective shipment.

5. Provisional Invoice and Proforma Invoice

If at the time of issuance of the Proforma Invoice the Invoice Amount is not yet available, a provisional price based on, by reference to the Market Price Adjustment formula set down in Section 2 of Appendix 3, the average value of ICI2 (GAR 5,800 / NAR 5,500) as published twice a month immediately prior to the date of the issuance of Proforma Invoice, shall be used for the purpose of issuance of this Proforma Invoice.

If at the time of issuance of the Provisional Invoice, the ICID factor in the formula set down in Section 2 of Appendix 3 is not yet available, a provisional price based on, by reference to the Market Price Adjustment formula set down in Section 2 of Appendix 3, the average value of ICI2 (GAR 5,800 / NAR 5,500) as published weekly over a month period immediately prior to the date of the issuance of Bill of Lading, shall be used for the purpose of issuance of this Provisional Invoice.

6. Currency

The Invoice Amount will be expressed and paid in USD or VND. The payment exchange rate bases on the selling USD/VND rate of JSC Bank for Foreign Trade of Vietnam (Vietcombank head office) at the date of issuance the VAT invoice without tax.

7. Taxes

- a) Taxes in Vietnam for coal importation (VAT, import tax, environment tax) in accordance with the law of Vietnam are to be borne by the Purchaser.
- b) All other taxes and other charges (including but not limited to any fines and late payment interest imposed on such taxes) howsoever measured with respect to coal supplied or any other payments payable by the Purchaser to the Seller under this Agreement which are levied under any Law of, or demanded by any Governmental Agency (including but not limited to Company Income Tax (CIT), foreign contractor tax (FCT), etc., (if any)), are to be borne by the Seller. The Purchaser shall have full right to withhold any taxes from any payment due and payable to the Seller which it is legally required withhold on behalf of the Seller prior to making any payment.



For FCT, the Purchaser shall declare and pay FCT on behalf of the foreign Seller (for the Seller who is not eligible to pay tax in Vietnam) based on the price schedule in Appendix 3. The Seller shall bear any legal responsibilities and financial obligations arising in connection with the FCT of the contract according to the written opinion(s) of the competent authority(ies).

For avoidance of doubt, notwithstanding any other provisions stated in this Agreement but subject to paragraph (c) below, all taxes and charges that the Purchaser pays on behalf of the Seller (if any) shall be deducted by the Purchaser from any payments for any Cargo to the Seller and/or from the Performance Bond (if still available) at the Purchaser's sole discretion.

- c) Without prejudicing the provisions of paragraph (b), if the Seller believes it may be exempt of any taxes and charges or the Seller believes it is not obliged to pay any taxes, the Seller shall be solely obliged to submit any dossiers, to provide any explanations, take any proceedings and/or actions necessary and/or to provide any documents necessary to relevant authorities to protect its rights. The Seller shall submit evidence it has fully completed procedures and acquired approvals from Governmental Agency to be exempt from such taxation 15 days prior to the first date when the Seller is obliged to make first payment for each Cargo under this Agreement. If the Seller fails to submit such evidence within the 15-day period stipulated under this paragraph, the Purchaser shall be entitled to fully carry out the deduction and tax payment in accordance with paragraph (b) of this Clause.

8. Disputed amounts

- a) In the event that a Party disputes in good faith any amount payable under this Agreement (the "Disputed Amount"), the objecting Party will, within a reasonable period of time, notify the other Party in writing of the Disputed Amount and the basis for that Party's objection.
- b) Any amount not disputed will be paid in accordance with the applicable payment terms set out in this Agreement.
- c) Any dispute(s) reached settlement will be immediately paid through telegraphic transfer remittance (T/T) within ten (10) Business days from the date that both Parties reached settlement.
- d) If the Parties cannot settle the dispute by negotiations in accordance with Section 8 (a) above within thirty (30) days or such longer period as may be agreed by the Parties, the dispute may be referred by either Parties to arbitration in accordance with the provisions set out in GCC 8.2 - Dispute Resolution.

9. Resolution of Final Invoice Revision

In case the Purchaser has completed final customs declaration of respective shipment after receiving the Final Invoice by email, if any revision of the Final Invoice is needed and/or requested by the Seller, all costs, penalties, and expenses that may be imposed by any authorities and agencies due to this revision shall be born by the Seller.

A2. Telegraphic Transfer Remittance (T/T)

1. Mode of Payments

- 1.1. If T/T is specified as payment method in Appendix 1 Item 10, all payments made in this Agreement shall be paid through telegraphic transfer remittance (T/T) to Seller's account or Purchaser's account (as applicable) not later than 5:00 p.m. (local time) within fifteen



(15) Business Days from the date of receiving each relevant invoice. If the due date of payment is not a Business Day, the payment shall be made not later than 5:00 p.m. (local time) of the next Business Day.

1.2. Advance payment

The Purchaser shall deposit to the Seller's account an advance payment in the amount equivalent to ten percent (10%) of the Contract price (at exchange rate based on selling USD/VND rate of JSC Bank for Foreign Trade of Vietnam (Vietcombank Head Office) at the date of the Effective Date) within seven (07) Business days against the Seller's presentation of the following documents:

- Request for advance payment;
- Advance payment bond in the amount of ten percent (10%) of the Contract price issued by a bank or a credit institution lawfully operating in Vietnam and in form which is approved by the Purchaser. The valid term of Advance payment bond is only expired in *[to be insert]* months or until the Advance payment is fully deducted, depends on which date comes later.

The amount of the Advance payment will be deducted from the first shipment with an amount of twelve-point five percent (12.5%) of the Invoice value for each shipment until progress is 80% of the Agreement price.

1.3. Notwithstanding any provisions to the contrary in this Agreement, in case the telegraphic transfer remittance (T/T) is the specified method of payment, the Seller may only load Coal at Load Port with the Purchaser's express consent. In case the Seller intentionally supplies any Cargo shipment without the Purchaser's express consent, the Purchaser shall have the full discretion to either (i) reject such Cargo shipment and refuses such Cargo's discharging at Discharge Port, (ii) withhold the giving of any consents, approvals necessary for the Cargo shipment to clear customs, (iii) unilaterally terminate the Agreement by simple notice and without need for further consent, or (iv) receiving the Cargo shipment at the lowest applicable monthly ICI2 average (GAR 5,800/ NAR 5,500) Coal Price value across the period counting from when coal is loaded to the date when the first Vessel carrying Coal is unloaded at Discharge Port. For avoidance of doubt, notwithstanding whichever options taken by the Purchaser under this paragraph, all losses, costs, damages, etc, incurred (if any) by both the Purchaser and the Seller shall be borne by the Seller.

2. Invoice and payment

2.1. For each shipment not rejected by the Purchaser, within five (5) Business Days from the Notice of Readiness of 1st Vessel for Transshipment of the shipment is tendered at Discharge Port, the Seller shall:

Deliver to the Purchaser a set of all supporting documents listed in Section 2.2

2.2. For each shipment, supporting documents shall be as follows:

- a) an Invoice which must include followings:
 - (i) the type and origin of the delivered Coal;
 - (ii) the Load Port;
 - (iii) the name of the Nominated Mother Vessel in case of Transshipment Shipment Method, or Nominated Vessel for Direct Shipment in case of the Direct Shipment Method;



- (iv) the Bill of Lading number and date;
 - (v) the Invoice Price of the Coal (or, if applicable, the Discounted Invoice Price);
 - (vi) the Invoice Weight (or, if applicable, the Discounted Invoice Weight); and
 - (vii) the Invoice Amount (or, if applicable, the Discounted Invoice Amount): be for 100% of the Purchase Price for the shipment.
- b) One (01) original confirmation letter issued by the Seller which states reference number and date of e-COO form D issued by the competent Governmental Agency, name of exporter, name of vessel, quantity, and departure date.
 - c) the Load Port Certificate of Analysis;
 - d) the Insurance Certificate (Beneficiary shall be the Purchaser);
 - e) the Load Port Certificate of Weight; and
 - f) the Bill of Lading signed by the master of the Vessel or his authorized agent,
 - g) a copy of the Statement of Binding Delivery Schedule applicable for that Delivery Month executed by both the Seller and Purchaser

(collectively, "T/T Shipping Documentation" and individually each a "T/T Shipping Documentation")

For each Cargo shipment, the Seller shall ensure that each of the above T/T Shipping Documentation are accurate, valid, will be acceptable and uncontested by competent customs authorities at all times. The Seller shall correct any issue with the T/T Shipping Documentation within a period of 5 Business Days from the date it becomes or should have reasonably become aware of such issue. Until the T/T Shipping Documentation issue has been fully cured by the Seller, the Purchaser's payment obligation to the Seller with respect to such Cargo shipment shall be deemed to be suspended.

2.3. Payment

The Purchaser shall make payment (80% of Invoice Amount) to the Seller in accordance with terms of payment not later than fifteen (15) Business Day after the date of receiving the following supporting documents:

- a) One (01) original and two (02) copies of the VAT invoice without tax (Provisional Invoice); and attached together three (03) original statements signed by the Seller stipulated the way to calculate the VAT invoice without tax;
- b) One (01) original and two (02) copies of the Load Port Certificate of Analysis;
- c) One (01) original confirmation letter issued by the Seller which states reference number and date of e-COO form D issued by the competent Government Agency, name of exporter, name of vessel, quantity, and departure date.
- d) One (01) original and two (02) copies of the Load Port Certificate of Weight;
- e) (3/3) Full set of Original 'Clean on Board' Bill of Lading and two (02) non- negotiable copies, made out to order, blank endorsed and marked "Freight payable as per charter party."
 - Consignee: To order.
 - Notify address: Petrovietnam Power Generation Branch (PVPGB) Address: 1st Floor VPI Tower, 167 Trung Kinh Street, Yen Hoa Ward, Hanoi, Vietnam.



- Shipper: coal mine/ coal producer/coal exporter specified in Appendix 1 or supplemented coal mine (s)/ coal producer(s)/coal exporter(s) subject to Purchaser's prior written approval.
- f) One (01) original and two (02) copies of valid Insurance Certificate covering 110 percent of invoice value of respective shipment;
- g) One (01) photocopy of NOR tender of 1st Vessel for Transshipment or Vessel for Direct Shipment at Discharge Port;
- h) One (01) original of Request for 1st payment of the Seller in which the Seller requests the Purchaser to make payment of 80% of Invoice Amount;
- i) One (01) photocopy of customs declaration showing that the Cargo of the Mother Vessel/Vessel for Direct Shipment is allowed to be discharged by Customs and tax and fee payment documents when making customs clearance.
- j) a copy of the Statement of Binding Delivery Schedule applicable for that Delivery Month executed by both the Seller and Purchaser

3. Adjusted Invoice and Payment

- a) Other than any event of dispute on Invoice Price, within three (03) Business Days from receiving of Discharge Port Certificate of Analysis, the Seller shall deliver to the Purchaser an invoice (Final Invoice/Adjusted Invoice/ Adjusted VAT invoice without tax). The Final Invoice and attached together statements signed by the Seller stipulated the way to calculate the Final Invoice must be sent by email to the Purchaser within one (01) Business Day from Final Invoice date for Customs purpose;
- b) For each shipment, the Adjusted Invoice must include followings:
 - (i) Date and number of the Adjusted Invoice of respective shipment; and
 - (ii) Invoice Price; and
 - (iii) Amount of the Final Invoice, which is the difference between the Final Purchase Price and Invoice Amount of Invoice. The Final Purchase Price, which is based on Certificate of Analysis at Discharge Port (or, if applicable, Umpire Certificate of Analysis) and the delivered coal quantity determined as per Appendix 8, shall be calculated as Invoice Amount or, if applicable, the Discounted Invoice Amount in accordance with Appendix 3.
- c) In the event of no dispute on Final Purchase Price, the Remaining Amount payable to the Seller is the difference between the Final Purchase Price and eighty percent (80%) of Invoice Amount of the Provisional Invoice after deduction of any amount receivable from the Seller or the amounts that the Purchaser pays on behalf of the Seller (if any).

The payment of the remaining amount will be made upon submission of the Seller of the application for payment not later than fifteen (15) Business Days from the date of receiving the Adjusted Invoice with the following supporting documents:

- (i) One (01) original of Request for Payment with amount as in Adjusted Invoice; and
- (ii) One (01) original and two (02) copies of the Adjusted invoice (Adjusted VAT invoice without tax) and attached together three (03) original statements signed by the Seller stipulated the way to calculate the VAT invoice without tax; and
- (iii) One (01) copy of Discharge Port Certificate of Analysis; and



- (iv) One (01) copy of Discharge Port Certificate of Weight; and
 - (v) One (01) copy of the completed Load Port Certificate of Analysis including "Ash Analysis" and "Ultimate Analysis" and/or a trace element analysis;
 - (vi) Five (05) original calculation sheets (in the form approved by the Purchaser) signed and sealed by the legal or authorized representative of the Seller stipulating the way to calculate the Adjusted Invoice amount.
 - (vii) One (01) copy of import customs declaration which proves the shipment is cleared by Custom Authority.
 - (viii) (01) original and three (03) copies sign by both parties of Minute of acceptance of quantity performed.
- d) In the event of dispute on Final Purchase Price, both Parties shall hold the meeting to reach a consent on second Purchase Price for the disputed shipment; and the Seller shall deliver to the Purchaser an Invoice ("Second Invoice"). The Second Invoice and attached together statements signed by the Seller stipulated the way to calculate the Second Invoice must be sent by email to the Purchaser within one (01) Business Day from the Second Invoice date.

For the disputed shipment, the Second Invoice must include followings:

- (i) Date and number of the Second Invoice of the disputed shipment; and
- (ii) Amount of the Second Invoice, which is the difference between the second Purchase Price and Invoice Amount of Provisional Invoice. The second Purchase Price shall be calculated as Invoice Amount (or, if applicable, the Discounted Invoice Amount) which is based on Discharge Port Certificate of Analysis and the quantity determined according to Appendix 8 of disputed shipment; and
- (iii) Invoice Price.

The second payment will be made upon submission of the Seller of the application for payment with the following supporting documents:

- (i) One (01) original and two (02) copies of Second Invoice (Adjusted VAT Invoice without tax); and attached together three (03) original statements signed by the Seller stipulated the way to calculate the Second Invoice; and
- (ii) One (01) copy of Discharge Port Certificate of Analysis; and
- (iii) One (01) copy of Discharge Port Certificate of Weight; and
- (iv) One (01) copy of Purchaser's certificate of confirmation for the Remaining Amount to be temporarily paid. In which, the Remaining Amount to be secondly paid is the difference between the second Purchase Price and eighty percent (80%) Invoice Amount of the Provisional Invoice after deduction of any amount receivable from the Seller or the amounts that the Purchaser pays on behalf of the Seller (if any).

Within six (06) Business Days from the date receiving the Second Invoice via email, the Purchaser shall send copy of Purchaser's certificate of confirmation for the Remaining Amount to be secondly paid. In case the Seller cannot receive the copy of Purchaser's certificate of confirmation within above mentioned six (06) Business Days, the Seller has the right to present the payment documents without Purchaser's Certificate of confirmation to the issuing bank against Second payment; and



- (v) One (01) copy Minutes of Meeting regarding second Purchase Price signed and sealed by the Seller and the Purchaser; and
- (vi) One (01) original of the request for payment of the Remaining Amount to be secondly paid signed and sealed by the Seller.
- (vii) a copy of the Statement of Binding Delivery Schedule applicable for that Delivery Month executed by both the Seller and Purchaser

The remain dispute amount after first and second payment shall be paid after Parties agree final settlement on the dispute. The payment(s) for the remain dispute amount to be paid shall be made through telegraphic transfer remittance (T/T) to Seller's account/Purchaser's account within ten (10) Business days from the date that the Purchaser receiving the full and valid hard copy of payment documents as followings:

- (i) One (01) original and two (02) copies of Final Invoice (Adjusted VAT Invoice without tax); and attached together three (03) original statements signed by the Seller stipulated the way to calculate the Final Invoice; and
- (ii) One (01) copy of Discharge Port Certificate of Analysis; and
- (iii) One (01) copy of Discharge Port Certificate of Weight; and
- (iv) One (01) original of Umpire Certificate of Analysis; and
- (v) One (01) copy Minutes of Meeting regarding Final Purchase Price signed and sealed by the Seller and the Purchaser; and
- (vi) One (01) original of the request for payment of the final settled amount after having Final Purchase Price to be paid signed and sealed by the Seller.

Final Invoice/Adjusted Invoice must be sent by the Seller to the Purchaser via email within 01 Business Day from the date of issue on the Invoice.

- e) If the Remaining Amount is a negative amount, the payments for the Remaining Amount shall be made under an irrevocable at sight Letter of Credit or through telegraphic transfer remittance (T/T) to Purchaser's account within ten (10) Business days from the Final Invoice date or unilaterally deduct the Remaining Amount of any vessel from any amount payable to the Seller under Agreement or deduct the Performance Bond.
- f) In case COO(s) are rejected by Vietnam Customs Authority according to Clause 36, for the last shipment of this Agreement, the Purchaser shall withhold the total amount of import tax of the shipments that COO(s) form D is rejected (Import Tax Withheld). The Import Tax Withheld shall be reimbursed/released (if any) via Telegraphic Transfer to the Seller within sixty (60) days after the valid revised COO has been provided and accepted by Vietnam Customs Authority. In case the Seller cannot provide the valid revised COO or the valid revised COO provided is not workable due to late submission to Vietnam Customs Authority, the Import Tax Withheld shall not be returned to the Seller.
- g) In case the Seller's disagrees with Certificate of Analysis at Discharge Port and request the Umpire Analysis, the Purchaser shall make payment of Second Invoice under section 3 d) Appendix 4 and Adjusted Invoice in accordance with Umpire Certificate of Analysis.

4. Payment of Penalties:



The amounts of Penalties of each Purchase Order payable by one Party to another shall be made through T/T within 15 Business Days from the date Parties sign the minutes of confirmation or minutes of partial confirmation on the amount of Penalties with respect to that Purchase Order. Request to refund money to the Seller, not deducted from the Invoice. For avoidance of doubt, if the Seller fails to make payment of undisputed amounts of Penalties within 15 Business Days period set out in this Clause, the Purchaser shall be entitled to set off the undisputed amounts of Penalties due to it by the Seller against amounts due and payable by the Purchaser to the Seller under this Agreement.

Within eight (08) Business Days from the day the Purchaser sends the spreadsheet calculation, if the Seller fails to respond or to provide proper explanation, evidence and documents for the Purchaser's data inconsistency, the Purchaser shall have the right to retain the payment value of any shipment with the corresponding value.

Payment of any Penalties shall be made in Vietnam Dong.

5. Provisional Invoice and Proforma Invoice

[Not applicable in case of T/T]

6. Currency

The Invoice Amount shall be expressed and paid in VND.

7. Taxes

- a) Taxes of coal importation (Value added tax, import tax, environment tax) in accordance with the law of Vietnam are to be borne by the Purchaser.
- b) All other taxes and other charges (including but not limited to any fines and late payment interest imposed on such taxes) howsoever measured with respect to coal supplied or any other payments payable by the Purchaser to the Seller under this Agreement which are levied under any Law of, or demanded by any Governmental Agency (including but not limited to company income tax (CIT), foreign contractor tax (FCT), etc., (if any), are to be borne by the Seller. The Purchaser shall have full right to withhold any taxes from any payment due and payable to the Seller which it is legally required withhold on behalf of the Seller prior to making any payment.

For FCT, the Purchaser shall declare and pay FCT on behalf of the foreign Seller (for the Seller who is not eligible to pay tax in Vietnam) based on the price schedule in Appendix 3. The Seller shall bear any legal responsibilities and financial obligations arising in connection with the FCT of the contract according to the written opinion(s) of the competent authority(ies).

For avoidance of doubt, notwithstanding any other provisions stated in this Agreement but subject to paragraph (c) below, all taxes and charges that the Purchaser pays on behalf of the Seller (if any) shall be deducted by the Purchaser from any payments for any Cargo to the Seller and/or from the Performance Bond (if still available) at the Purchaser's sole discretion.

- c) Without prejudicing the provisions of paragraph (b), if the Seller believes it may be exempt of any taxes and charges or the Seller believes it is not obliged to pay any taxes, the Seller shall be solely obliged to submit any dossiers, to provide any explanations, take any proceedings and/or actions necessary and/or to provide any documents necessary to relevant authorities to protect its rights. The Seller shall submit evidence it has fully completed procedures and acquired approvals from Governmental Agency to be exempt from such taxation prior to 15 days of the date when the



Purchaser is obliged to make first payment for each Cargo under this Agreement. If the Seller fails submit such evidence within the 15-day period stipulated under this paragraph, the Purchaser shall be entitled to fully carry out the deduction and tax payment in accordance with paragraph (b) of this Clause.

8. Disputed amounts

- a) In the event that a Party disputes in good faith any amount payable under this Agreement ("Disputed Amount"), the objecting Party will, within a reasonable period of time, notify the other Party in writing of the Disputed Amount and the basis for that Party's objection.
- b) Any amount not disputed will be paid in accordance with the applicable payment terms set out in this Agreement.
- c) Any dispute(s) reached settlement will be immediately paid through telegraphic transfer remittance (T/T) within ten (10) Business days from the date that both Parties reached settlement.
- d) If the Parties cannot settle the dispute within thirty (30) days of a Notice in accordance with Section 8 (a) above by negotiations or such longer period as may be agreed by the Parties, either Party may refer the dispute to arbitration in accordance with the provisions set out in GCC 8.2 - Dispute Resolution.

9. Resolution of Final Invoice Revision

In case the Purchaser has completed final customs declaration of respective shipment after receiving the Final Invoice by email, if any revision of the Final Invoice is needed and/or requested by the Seller, all costs, penalties, and expenses that may be imposed by any authorities and agencies due to this revision shall be borne by the Seller.

B. Contract final settlement and liquidation

Within thirty (30) Business Days after the completion of the discharging of the last Vessel for Transshipment of the last Mother Vessel or the last Vessel for Direct Shipment (whichever is applicable), both Parties will exercise best efforts to finally settle the whole of this Agreement, including but not limited to the following:

- (1) Total quantity of coal supplied under this Agreement;
- (2) Total value of goods and services performed under this Agreement;
- (3) Other values (if any);
- (4) Amount paid by each Party;
- (5) Agreement settlement value.

All payments made in this Item C shall be paid through telegraphic transfer remittance (T/T) to Seller's account or Purchaser's account (as applicable) not later than 5:00 p.m. (local time) within fifteen (15) Business Days from the date that both Parties sign and agree on Contract Final Settlement Agreement.

In case the Performance Bond becomes expired while both Parties have not agreed on the final amount to be settled for the Agreement, the Seller shall extend the Performance Bond until the final settlement payments has been made and the Agreement is liquidated/completed the settlement and finalization by both Parties. In such case, if the Purchaser does not receive the extended Performance Bond from the Seller three (03) Business days before the date of expiration of the Performance Bond, the Purchaser



reserves the right to deduct/confiscate the entire value of the Performance Bond.

C. Method of Coal payment in some case

- 1.1. In case the date in Bill of Lading (B/L) coincides with the date of PO or after the date of PO, the Coal payment shall be done according to contract regulations.
- 1.2. In case the B/L date is before the Purchase Order date, the ICI2 index of the month prior to the B/L issuance month and the ICI2 index for the month prior to the PO issuance month shall be compared, and the lower of the two indices will be applied for payment.

D. Other information

All members of the Seller unanimously authorize [one of member in case Bidder is consortium] who represents the Seller to issue invoices and receive all payment from the Purchaser under the Agreement.

+ Bank's name:

+ Bank's address:

+ Beneficiary name:

+ Beneficiary address:

+ Account No.:

+ SWIFT Code:

+ Others (if any).



APPENDIX 5 - SAMPLING, ANALYSIS AND INSPECTION

1. Collection, Sampling and Analysis at Loading Port

1.1. Sampling

(a) Each Shipment will be weighed, sampled and analyzed by the Load Port Testing Laboratory at the Supplier's cost. All sampling and analysis performed for the purposes of this Appendix, will be conducted in accordance with the ISO or ASTM standards (as applicable) specified in Appendix 6 - Sampling and Analysis Standards.

(b) The Supplier will arrange for the Load Port Testing Laboratory to collect samples of sub-lots within each shipment at the Load Port for use in a sampling process that complies with the relevant ASTM or ISO standard (as applicable) as set out in Appendix 6 - Sampling and Analysis Standards.

(c) The Load Port Testing Laboratory will divide all samples collected into three identical portions. Each portion will weigh approximately five (05) kilograms and will comprise:

- (i) a sample prepared to 0.2 mm top-size, to be used for determination of general analysis;
- (ii) a sample prepared to 3 mm top-size to be used for determination of total moisture (if samples have been pre-air dried, the Supplier will cause the Load Port Testing Laboratory to supply the air dry loss results to the Supplier and the Purchaser); and
- (iii) a composite sample prepared to 4.75 mm top-size to be used for determination of grindability, (each identical portion described above will constitute a Sample).

(d) Each Sample will be placed in a suitably sealed, clean and airtight container, stamped by the Load Port Testing Laboratory. Each container and its contents will be marked and labelled so that its relationship to the Certificate of Analysis for such Sample is clear. The labels for each container and Sample will specify, among other things:

- (i) the name of the Vessel carrying the shipment;
- (ii) the quantity of Coal in such shipment according to the applicable Certificate of Weight;
- (iii) for each sample, the weight and top-size of such sample; and
- (iv) for each container, the weights and top-sizes of all samples comprising its contents.

(e) Within 2 Business Days (according to *[to be inserted]*'s Business Day) from completion of loading of relevant shipment, the Supplier:

- (i) will arrange for an initial Sample (First Sample) to be provided for the Load Port Testing Laboratory to analyze for the purposes of issuing a Load Port Certificate of Analysis for the First Sample in accordance with Section 1.2 of this Schedule;
- (ii) will arrange for a second Sample (Second Sample) to be provided for the Load Port Testing Laboratory for 30 days' storage.

(f) Within 7 Business Days (according to *[to be inserted]*'s Business Day) from completion of loading of relevant shipment, the Supplier will provide the Purchaser a further sample in a sealed, stamped and labelled container at the Supplier's expense.

1.2 Sample analysis



(a) The Supplier will procure the Load Port Testing Laboratory to immediately conduct a Laboratory Analysis of the First Sample and to issue and transmit a Certificate of Analysis by facsimile or email to the Supplier and the Purchaser within 05 Business Days (according to *[to be inserted]* and Vietnam's business day) after completion of Sample collection with respect to such shipment at the Load Port (Load Port Certificate of Analysis). The Purchaser may request that the Load Port Certificate of Analysis with respect to any shipment (subject to the Purchaser's request) contains results of a trace elements analysis, and the cost of such analysis shall be for the Supplier's account; and the Supplier shall ensure that the Load Port Certificate of Analysis contains such results.

(b) If the Load Port Testing Laboratory is not able to provide results for the parameters labelled "Ash Analysis" and "Ultimate Analysis" and/or a trace element analysis within 04 Business Days (according to *[to be inserted]* and Vietnam's business day) after completion of Sample collection, the Supplier will procure that the Load Port Certificate of Analysis is supplemented with results of the aforementioned parameters as expeditiously as possible, but in any event not later than 20 Business Days after completion of sample collection, to ensure the Purchaser receives a complete and accurate Load Port Certificate of Analysis.

(c) If the Load Port Certificate of Analysis referred to in Section 1.2(a) has not been received by the Purchaser via facsimile or email prior to the arrival of the relevant Vessel at the Port of Discharge, then the Purchaser shall not be obliged to unload the Vessel, and the Supplier shall indemnify the Purchaser in full for any and all directly attributable demurrage costs incurred as a result of such delay in receiving the Load Port Certificate of Analysis and any subsequent unloading of Coal.

(d) If, during the 30-day storage period referred to in Section 1.1(c)(ii) of this Schedule, the Purchaser contests all or any parameters of the Load Port Certificate of Analysis, the Purchaser shall promptly inform the Supplier of the relevant parameters of the Load Port Certificate of Analysis that the Purchaser contests, then:

(i) An Umpire Laboratory from the list of Umpire Laboratories in Schedule 5 of the Contract shall be selected by the Purchaser and approved by the Supplier. If the Parties are unable to select an Umpire Laboratory as given above, the selection method described in Section 1.6 of this Schedule shall be applied;

(ii) As soon as an Umpire Laboratory is mutually selected by the Parties, the Supplier shall instruct the Load Port Laboratory to forward the Second Sample to the selected Umpire Laboratory; and

(iii) The selected Umpire Laboratory shall immediately conduct a Laboratory Analysis of the relevant parameters contested by the Purchaser on the Second Sample with the Purchaser's and the Supplier's witness (if required) and to issue and transmit to the Parties by facsimile or email a further Certificate of Analysis of the relevant parameters contested by the Purchaser (Umpire Certificate of Analysis) not later than 02 days after the date such Laboratory Analysis is completed.

(e) The Parties agree that:

(i) The Umpire Certificate of Analysis called for in this Section 1.2(d) of this Schedule will only be used if required in accordance with Section 1.5 of this Schedule.



(ii) The costs, fees and expenses related to the Umpire Laboratory in conducting the analysis and issuing the Umpire Certificate of Analysis shall be borne by the Purchaser (or reimbursed to the Supplier by the Purchaser, as the case may be) unless the Umpire Certificate of Analysis reveals that shipment does not satisfy the Minimum Specifications, in which case the Supplier shall bear the costs, fees and expenses incurred in obtaining the Umpire Certificate of Analysis.

1.3. Right to inspect

The Supplier shall provide the Purchaser with at least 03 Business Days (according to *[to be inserted]* and Vietnam's business day) prior notice of the dates of the collection and sampling by the Loading Port Laboratory, and the Purchaser will, subject to any Load Port Requirements, have the right at its own expense to appoint its representative(s) to attend and observe all collection and sampling of Coal conducted at the Load Port.

1.4. Non-Conforming Coal

(a) If a Load Port Certificate of Analysis for any Cargo does not satisfy any one or more of the Minimum Specifications, then the Purchaser may, by notice to the Supplier not later than 02 Business Days following receipt by the Purchaser of the Load Port Certificate of Analysis:

- (i) reject the Non-Conforming Coal, subject to the provisions set out in Section 1.4(b) of this Schedule; or
- (ii) accept the Non-Conforming Coal at the Discounted Invoice Price calculated in accordance with Section 3 of Schedule 3, or on such terms as the Parties may agree.

(b) If the Purchaser elects to reject the Non-Conforming Coal in accordance with Section 1.4(a)(i) of this Schedule:

- (i) risk to that Non-Conforming Coal will revert to the Supplier on the date on which the Purchaser gives notice to the Supplier;
- (ii) title to Non-Conforming Coal will revert to the Supplier (to the extent that title to such Non-Conforming Coal has previously been passed to the Purchaser from the Supplier); and
- (iii) the Supplier will reimburse the Purchaser for:
 - all shipping costs, insurance cost, and any other costs and expenses that would not have arisen if the Coal had not been rejected; and
 - any liabilities of the Purchaser in procuring Qualifying Alternate Coal in accordance with Section 1.2.4 and Section 1.2.5 of the Contract.

(c) The Purchaser cannot reject any Cargo following the commencement of discharge at the Port of Discharge, provided however that the Purchaser may elect not to discharge the relevant Cargo until it has received the relevant Load Port Certificate of Analysis.

(d) Notwithstanding Section 1.4(b) of this Schedule, the Supplier shall, following any rejection by the Purchaser of Non-Conforming Coal pursuant to Section 1.4(a) of this Schedule, notify the Purchaser within 02 Business Days of such rejection whether it is able to propose a plan to expeditiously provide a replacement Cargo that satisfies the Minimum Specifications at no additional cost to the Purchaser (Replacement Cargo). The Purchaser will not unreasonably withhold its acceptance of the Supplier's proposed plan to provide a Replacement Cargo.



(e) If the Supplier fails to submit a proposed plan in accordance with Section 1.4(d) of this Schedule or fails to Deliver a Replacement Cargo in accordance with the plan agreed between the Purchaser and the Supplier to provide a Replacement Cargo pursuant to Clause 1.4(d) of this Schedule, it shall have committed a Supplier Event of Default in accordance with Clause 14.1(f) of the Contract and the Purchaser may immediately purchase Qualifying Alternate Coal in accordance with Clause 13.5.

f) For the avoidance of doubt, whether or not the Purchaser rejects the relevant Cargo pursuant to Section 1.4(b) of this Schedule, each shipment of Non-Conforming Coal will be counted for the purposes of Coal Quality Failure.

1.5 Resolution of disputes

If an Umpire Certificate of Analysis is called for in accordance with Section 1.2(d) of this Schedule and it reveals a Price Adjustment Value that is outside the applicable Reproducibility Limit when compared to the Load Port Certificate of Analysis; then the Umpire Certificate of Analysis will be conclusive and binding on the Parties absent conflict of interest, manifest error or fraud.

1.6 Selection of an Umpire Laboratory

If the Parties cannot agree on selection of an Umpire Laboratory, each Party shall, commencing with the Purchaser, alternate in eliminating one of the names from the list of Umpire Laboratories set out in Appendix 7 - Load Port Testing laboratory, Umpire laboratory' and Marine surveyor until only one Umpire Laboratory remains, which shall become the selected Umpire Laboratory to conduct a laboratory analysis of the relevant contested parameters.

2. Collection, Sampling and Analysis at Discharge Port

2.1 Sampling

(a) Each Shipment will be weighed, sampled and analyzed by the Discharge Port Testing Laboratory at the Purchaser's cost. All sampling and analysis performed for the purposes of this Schedule, will be conducted in accordance with the ISO or ASTM standards (as applicable) specified in Appendix 6 - Sampling and Analysis Standards.

(b) The Purchaser will arrange for the Discharge Port Testing Laboratory to collect samples of sub-lots within each shipment at the Discharge Port for use in a sampling process that complies with the relevant ASTM or ISO standard (as applicable) as set out in Appendix 6 - Sampling and Analysis Standards.

(c) During unloading coal at the Discharge Port, in case fine coal unloading generates dust that affects the environment during discharging, Purchaser have the right to spray water to suppress dust .

(d) Both Parties agree that coal samples collected through the Purchaser's by independent Survey agency at the Discharge Port and processed by independent surveyors fully satisfy the applicable conditions to represent the coal quality for the entire shipment (in respects of sampling method).

(e) The Discharge Port Testing Laboratory will divide all samples collected into three (03) identical portions. Each portion will weigh approximately five (05) kilograms and will comprise:

(i) a sample prepared to 0.2 mm top-size, to be used for determination of general analysis;



- (ii) a sample prepared to 3 mm top-size to be used for determination of total moisture (if samples have been pre-air dried, the Supplier will cause the Load Port Testing Laboratory to supply the air-dry loss results to the Supplier and the Purchaser); and
 - (iii) a composite sample prepared to 4.75 mm top-size to be used for determination of grindability, (each identical portion described above will constitute a Sample).
- (f) Each Sample will be placed in a suitably sealed, clean and air-tight container, stamped by the Discharge Port Testing Laboratory. Each container and its contents will be marked and labelled so that its relationship to the Certificate of Analysis for such Sample is clear. The labels for each container and Sample will specify, among other things:
- (i) the name of the Vessel carrying the shipment;
 - (ii) the quantity of Coal in such shipment according to the applicable Certificate of Weight;
 - (iii) for each sample, the weight and top-size of such sample; and
 - (iv) for each container, the weights and top-sizes of all samples comprising its contents.
- (g) Within 2 Business Days (according to Vietnam's business day) from completion of unloading of the relevant shipment, the Purchaser:
- (i) will arrange for an initial Sample (First Sample) to be provided to the Discharge Port Testing Laboratory to be analyzed for the purposes of issuing a Discharge Port Certificate of Analysis for the First Sample;
 - (ii) will arrange for a second Sample (Second Sample) for Seller at site and the third Sample (Third Sample) to be provided to the Discharge Port Testing Laboratory for 30 days' storage.

2.2 Sample analysis

- (a) The Purchaser will procure the Discharge Port Testing Laboratory to immediately conduct a Laboratory Analysis of the First Sample and to issue and transmit a Certificate of Analysis by facsimile or email to the Supplier and the Purchaser, within 05 Business Days after completion of Sample collection with respect to such shipment at the Discharge Port (Discharge Port Certificate of Analysis).
- (b) The Supplier and the Purchaser agree that the Discharge Port Certificate of Analysis is used for invoicing the Final Invoice, except when the relevant shipment is subject to an umpire laboratory analysis in accordance with Section 2.2(c) of this Schedule.
- (c) If, within five (05) Business Days from the date when the Discharge Port Certificate of Analysis is sent by the Purchaser to the Supplier via email, either the Supplier or the Purchaser (the "**Contesting Party**") contests all or any parameters of the Discharge Port Certificate of Analysis, the Contesting Party shall promptly inform the other Party of the relevant parameters of the Discharge Port Certificate of Analysis being contested, then
- (i) An Umpire Laboratory from the list of Umpire Laboratories in Schedule 5 of the Contract shall be selected by the Contesting Party and approved by the other Party. If the Parties are unable to select an Umpire Laboratory as given above, the selection method described in Section 2.6 of this Schedule shall be applied;



(ii) As soon as an Umpire Laboratory is mutually selected by the Parties, the Purchaser shall instruct the Discharge Port Laboratory to hand over the Second Sample or the Third Sample to the selected Umpire Laboratory; and

(iii) The selected Umpire Laboratory shall immediately conduct a laboratory analysis of the relevant parameters contested by the Contesting Party. Not later than two (02) days after the date the selected Umpire Laboratory receives the Umpire Sample, the selected Umpire Laboratory must issue and provide the Parties by facsimile or email a certificate of analysis of the relevant parameters contested (the “Umpire Certificate of Analysis”). In case the selected Umpire laboratory fails to provide the Umpire certificate of analysis within 02 days, the Discharge Port Certificate of Analysis shall be used for invoicing the Final Invoice and binding result between the Parties..

(d) The Supplier and the Purchaser agree that:

(i) Sample handing over between the Discharge Port Laboratory and the selected Umpire Laboratory shall be witnessed by the Purchaser and the Supplier and shall be recorded in a minutes of Sample handover signed by representatives of the Discharge Port Laboratory, the selected Umpire Laboratory, the Purchaser and the Supplier (the “Involved Parties”);

(ii) The whole process of laboratory analysis conducted by the selected Umpire Laboratory must allow the representatives of the relevant Parties (Buyer, Seller and the Discharge Port Laboratory) to witness the entire analysis process, otherwise this unit will not be selected. Umpire analysis results shall be agreed and confirmed by the Involved Parties in a written agreement. In case any of the Involved Parties refuses or fails to appoint representative(s) to witness the said umpire analysis process at the time and place as being notified, such party shall be deemed to have accepted the umpire analysis results shown in relevant Umpire Certificate of Analysis and to have waived all claims related thereto.

(iii) The costs, fees and expenses related to the Umpire Laboratory in conducting the analysis and issuing the Umpire Certificate of Analysis shall be borne by the Contesting Party.

(iv) The Umpire Certificate of Analysis called for in this Section 2.2(c) of this Schedule will be conclusive and binding on the Parties. The Umpire Certificate of Analysis shall be the basis for final invoice and final payment of the shipment.

2.3. Right to inspect

The Supplier will, subject to any Discharge Port Requirements, have the right at its own expense to appoint its representative) to attend and observe all collection and sampling of coal conducted at the Discharge Port.

2.4. Non-Conforming Coal

(a) If a Discharge Port Certificate of Analysis for any Cargo does not satisfy any one or more of the Minimum Specifications, then the Purchaser shall apply the Non-Conforming Coal at the Discounted Invoice Price calculated in accordance with Section 3 of Schedule 3, or on such terms as the Parties may agree.

(b) For the avoidance of doubt, whether or not the Purchaser rejects the relevant Cargo pursuant to Section 2.4(a) of this Schedule, each shipment of Non-Conforming Coal will be counted for the purposes of Coal Quality Failure.

2.5. Non-uniformity among sub-lots



Sub-lots are normally weighed at 5,000 tonnes of Coal each. However, the last sub-lot of a shipment may not weighed exactly 5,000 tonnes depending on the total quantity of such shipment.

In the same shipment, based on Discharge Port Certificates of sub-lot Analysis, if

- (a) The difference in Net Calorific Value (ARB) between each sub-lot and the sub-lot with maximum Net Calorific Value (ARB) in the same shipment exceeds 200 kcal/kg. and
- (b) There is at least one sub-lot with Net Calorific Value (ARB) of the shipment is lower than 5,500 kcal/kg. In case there is any sub lot was unloaded later than unloading of the first sub lot of the same OG Vessel 30 (thirty) days due to the Buyer fails/ mistake. Uniformity among sub-lots for Net Calorific Value will not applied for all delay sub lots.

The Purchaser shall apply price adjustment for non-uniformity among sub-lots for such shipment at a Discounted Invoice Price calculated in accordance with Section 3 of Appendix 3 and it is sole remedy of the Purchaser. Non-uniformity coal among sub-lots will not be counted as Coal quality failure/Non-conforming coal.

2.6. Selection of an Umpire Laboratory

- If the Parties cannot agree on selection of an Umpire Laboratory, each Party shall, commencing with the Purchaser, alternate in eliminating one of the names from the list of Umpire Laboratories set out in Appendix 7 - Load Port Testing laboratory, Umpire laboratory and Marine surveyor until only one Umpire Laboratory remains, which shall become the selected Umpire Laboratory to conduct a laboratory analysis of the relevant contested parameters.
- The selected Umpire Laboratory must comply with the Test standards/Method in Appendix 6.
- The number of OG vessels requiring umpire shall not exceed 05 OG vessels out of the total number of OG vessels under this Contract, and shall not exceed 30% of the total coal volume specified in this Contract.
- If the analysis result of a parameter (s) stated in the Umpire Certificate of Discharge port differs from the analysis result of parameter (s) stated in the Certificate at Discharge Port which Inspection unit is hired by Purchaser and if discrepancy is greater than that specified in the relevant ISO/ASTM Standards for reproducibility limits in respect of such parameter (s) [(ISO (72kcal/kg); ASTM (61kcal/kg) for Gross dry base)], the Umpire Certificate result of such parameter (s) shall (save and except in the event of fraud or manifest error by the Umpire Laboratory) be final and binding for all purposes, otherwise if the discrepancy is within the reproducibility limits, the result of Analysis of Inspection unit is hired by Purchaser at Discharge Port shall be final and binding on the Parties for all purposes under this Agreement.
- Total Moisture or sizing do not allow for arbitration.



APPENDIX 6 - SAMPLING AND ANALYSIS STANDARDS

Measurement	Test Standard/Method
Total Moisture (ARB), %	ISO 589: 2008 (Single stage method)
Inherent Moisture (ADB), %	ISO 11722: 2013 (Drying in Nitrogen)
Ash (ADB), %	ISO 1171:2024
Volatile Matter (ADB), %	ISO 562: 2024
Fixed Carbon (ADB) / Proximate Analysis	ISO 17246: 2024 (By Difference)
Total Sulphur (ADB), %	ISO 19579:2006
Phosphorus (ADB), %	ISO 622:2025
Chlorine (ADB) %	ISO 587: 2020
Hard grove Grindability Index	ISO 5074: 2025
Ash Fusion Temperature (Reducing Atmosphere)	ISO 540: 2025
Net Calorific Value (ARB), kcal/kg	ISO 1928:2025
Size Grading (0 - 50mm, % and 50 - 75mm, %)	ISO 1953: 2025
Ultimate Analysis	IS029541:2025
Ash Analysis (Na ₂ O) (DB, %)	ASTM D3682-21
Hydrogen-H (ADB%)	ISO 29541:2025

All of the information identified in this Appendix 6 shall be included in the Certificate of Analysis.



APPENDIX 7 - LOAD PORT TESTING LABORATORY, UMPIRE LABORATORY AND MARINE SURVEYOR

1. Load Port Testing Laboratories

- PT Sucofindo;
- PT Geoservices;
- PT Carsurin;
- PT TCRC Inspectindo;
- PT Leon Testing and Consultancy.

The Buyer has the right to request The Seller to change the Laboratory if:

- The difference of calorific value at Load port and Discharge port ranges between 150-200 kCal/kg for more than 3 times, or
- The difference of calorific value at Load port and Discharge port is greater than 200 kCal/kg for more than once.
- The request to change the Load Port Laboratory must be tendered to the Buyer in writing at least 2 days before the mother vessel arrives at the Load Port.

2. Discharge Port Testing Laboratories

- Viet Nam Energy Insepection Corporation;
- Vinacomin Quacontrol Joint Stock Company;
- [to be inserted].

3. Umpire Laboratories (*)

- SGS Viet Nam Ltd;
- Viet Nam Energy Inspection Corporation;
- Vinacomin Quacontrol Joint Stock Company;
- Vinacontrol Group Corporation;
- Quality Assurance and Testing Center 3 (QUATEST 3);
- [to be inserted].

4. Load Port Marine Surveyor

- PT Sucofindo;
- PT Geoservices;
- PT Carsurin;
- PT TCRC Inspectindo;
- PT Leon Testing and Consultancy.
- [to be inserted]
- ...

5. Discharge Port Marine Surveyor

- Viet Nam Energy Insepection Corporation;



- Vinacomin Quacontrol Joint Stock Company;
- [to be inserted].

Note:

() Umpire Laboratories under this Contract shall be independent certified testing laboratories having lawful operation registration in Vietnam.*



APPENDIX 8 - DETERMINATION OF WEIGHT

1. Load Port Certificate of Weight

(a) The weight, to the nearest Tonne, of each delivered shipment will be determined at the Load Port by a Draught Survey of the Vessel containing such cargo. Such Draught Survey will be performed by an independent Licensed Marine Surveyor selected by the Supplier with the consent of the Purchaser, which will not be unreasonably withheld and shall be conducted in accordance with the UNECE Code of Uniform Standards and Procedures for the Performance of Draught Surveys of Coal Cargoes or such other industry standard as may be agreed between the Parties.

(b) The Supplier will procure the independent Licensed Marine Surveyor to issue a Certificate of Weight for the delivered cargo based upon the Draught Survey at the Load Port (Load Port Certificate of Weight). The Supplier will also provide a copy of the Load Port Certificate of Weight for such Cargo to the Purchaser as soon as reasonably practicable. The Bill of Lading for such Cargo will be based upon the weight specified in the Load Port Certificate of Weight.

(c) Costs of Weighing: The Supplier will be liable for all costs in connection with the determination of weight and the issue of the Load Port Certificate of Weight for each cargo.

2. Discharge Port Certificate of Weight

(a) The weight, to the nearest Tonne, of each delivered shipment will be determined at the Discharge Port by a Draught Survey of the Vessel containing such cargo. Such Draught Survey will be performed by an independent Licensed Marine Surveyor selected by the Purchaser and shall be conducted in accordance with the UNECE Code of Uniform Standards and Procedures for the Performance of Draught Surveys of Coal Cargoes or such other industry standard as may be agreed between the Parties.

(b) The Purchaser will procure the independent Licensed Marine Surveyor to issue a Certificate of Weight for the delivered cargo based upon the Draught Survey at the Discharge Port (Discharge Port Certificate of Weight). The Purchaser will also provide a copy of the Discharge Port Certificate of Weight for such Cargo to the Supplier within 5 business days after completely discharging the shipment. The Final Invoice for such Cargo will be based upon the lowest weight between the total weight specified in the Load Port Certificate of Weight and the total weight determined by the Draught Survey at the Discharge Port for that cargo (Discharge Port Certificate of Weight) and the total weight determined by the Draught Survey at the Transshipment Port for that cargo (Transshipment Port Certificate of Weight) and the total weight approved by the Customs of Vietnam for clearance (in Viet Nam).

(c) Costs of Weighing: The Purchaser will be liable for all costs in connection with the determination of weight and the issue of the Discharge Port Certificate of Weight for each cargo.

(d) The Licensed Marine Surveyor at the transshipment port that the Seller hires must be independent (not related) to the inspection Surveyor at the discharge port.

3. Resolution of Disputes

If there is a discrepancy of more than 1% of the total weight of a cargo compared between the total weight as specified in the Load Port Certificate of Weight and total weight of the same cargo as specified in the Discharge Port Certificate, the Purchaser and the Supplier shall meet in an attempt to reach a consensus with respect to the discrepancy within 30 days of the Purchaser notifying the Supplier of the discrepancy. If the Purchaser and the Supplier cannot reach a consensus or equitable resolution within such 30 days period, the Final Invoice Amount shall be adjusted using a total weight of the applicable cargo, calculated as the lower weight between the total weight specified in the Load Port Certificate of Weight and the total weight determined by the Draught Survey at the Discharge Port for that cargo.



APPENDIX 9 - DISCHARGING CONDITIONS

1. Port of Discharge: Any berth for discharging coal in Song Hau 1 Thermal Power Plant, Phu Xuan Hamlet, Chau Thanh Village, Can Tho city, Vietnam.
2. Port for transshipment in Vietnam (Reference information specified in the article 3.2.3 – Part 2 [Requirements of scope of supply]).
3. The Seller shall give 15 days' notice to the Buyer together with 4-days notice laycan spread in the discharge port for each shipment in order to meet the delivery schedule in this Contract and the Seller to nominate TS Vessel/self-propelled barges latest 02 (two) days prior first day of Laycan to be available and ready to discharge its cargo at the Discharging port.
4. The Seller and his Coal Transporter shall, at their own cost and expense be responsible to perform some work as following:
 - The Seller and his Coal Transporter shall be responsible for obtaining and maintaining all necessary licenses for the operation of the OG Vessels at the Transshipment Port and the TS Vessels/self-propelled barge at the Discharge port.
 - The Seller and his Coal Transporter shall be responsible for completing all formalities and requirements from port authority, quarantine officers, customs and immigration related to any OG Vessel's and immigration of its crew and any TS Vessel/self-propelled barge's clearance.
 - The Seller and his Coal Transporter shall ensure that the TS Vessel/self-propelled barge is fully available for transshipment and discharging its Coal in accordance with this Contract.
5. The Seller and his Coal Transporter shall ensure that the OG Vessel and TS Vessels/self-propelled barges is fully available day and night for discharging and that the Coal Supplier has full use of permanently fixed lighting as available and services on board the OG Vessel and TS Vessels/self-propelled barges including those of Captain, officers and crew in accordance with marine law.
6. The Seller and his Coal Transporter shall comply and shall commit that their personnel, officials, representatives, agents and subcontractors comply with all applicable laws, safety and other regulations applicable to the Coal Transporter, and safety regulations of the Transshipment Port and Discharging Port and the relevant port authority for the Discharging Port, as well as any reasonable safety and/or site regulations.
7. Nomination of OG Vessels details shall include:
 - Vessels' age not exceeding 25 years since launching;
 - Specific name and nationality (flag) of the vessel, vessel's DWT, draft, overall length, number and dimensions of hatches and holds, expected time of arrival at the port for transshipment or discharging port of each shipment (ETA),...
 - Vessel's IMO number and main information of the shipowner and/or vessel operator (name, address, nationality...) and other information which may be reasonably required by the Buyer enabling the Buyer to make sure that the performing vessel has been in compliance with those specific sanctions imposed by US and other Government (including current regulations of Vietnam) and/or regulatory authorities including but not limited to anti-terrorism or anti-money laundering ... against certain countries, entities and individuals.
 - The nominated vessel must be oceangoing, seaworthy, single deck and a security system and associated security equipment necessary to comply with ISPS Code, all in safe and good working order. Upon vessel arrival at transshipment/discharging port, all the cranes equipped on the vessels must be available for discharging coal.



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- The nominated vessel should be classed as Lloyd's Classification 100 A1 or equivalent otherwise it should contain the name of the classification societies in the Certificate to be issued by the Shipping Company.
 - The nominated vessel must be fully covered by P&I Insurance Company.
 - The nominated vessel must not fly the flag prohibited by the Government of Vietnam.
 - The nominated vessel must have CO2 fitted (CO2 fire extinguishing installation for the cargo holds).
 - The Buyer have the right to reject OG Vessel not meet the criteria as above mentioned and arising obligation, cost and risk to be for the Seller.
 - At least 15 days prior to the first day of the Laycan the Seller shall confirm the Intended OG Vessel or nominate another OG Vessel and notify or update the Buyer of the following:
 - i. the estimated tonnage of Coal to be loaded on board that OG Vessel together with a stowage plan;
 - ii. confirmation against each of the criteria set out in Section 7 as above mentioned that the OG Vessel does in fact meet such criteria;
 - iii. the estimated time of arrival at Transshipment/discharging Port together with expected waiting time at Transshipment/discharging Port;
 - iv. the Transshipment/Discharging port agent of that OG Vessel/TS Vessel/self-propelled barge.

8. TS Vessel or the self- propelled barge nomination details shall include:

- Specific name of the TS Vessel or self- propelled barge, TS Vessel/self- propelled barge's DWT, draft, overall length, number and dimensions of hatches and holds, expected time of arrival at the discharge port of shipment (ETA),...
- Before loading the cargo, the Supplier has to take the pictures of hatches and holds and send them to the Purchaser via email, post and so on.
- With width of each hatch opening shall be at least 20.0 m * 9.5 m (LxB) (this is not applied for hatches without Cargo). For avoidance of doubt, Cargo is not loaded to the hatch whose width is smaller than 20.0 m * 9.5 m (LxB).
- TS Vessel/self- propelled barge's IMO number and main information of the shipowner and/or vessel/self- propelled barge operator (name, address, nationality...) and other information which may be required by the Buyer enabling the Buyer to make sure that the performing TS vessel or self- propelled barge has been in compliance with current regulations of Vietnam.
- The nominated TS Vessel or self- propelled barge must be seagoing, seaworthy, single deck and bulk carrier. Cranes (if any) equipped on the TS Vessel/self-propelled barges must be not be affected and interfered the unloading facilities at discharge port.
- The nominated TS Vessel or self- propelled barge must be fully covered by P&I Insurance Company.
- The nominated TS Vessel or self- propelled barge must not fly the flag prohibited by the Government of Vietnam.
- The nominated TS Vessel or self- propelled barge must have draft not less than 7.7 meters on laden.

9. The Buyer's decision regarding acceptance or rejection of the nominated TS Vessels/self-propelled barges must be given in writing to the Seller latest within 24 (Twenty-Four) hours



excluding weekends and holidays after the date when nomination details have been sent by the Seller. Nomination shall not be unreasonably rejected by Buyer.

10. Seller shall keep Buyer informed about commencement and completion of loading of OG Vessels at loading port and TS Vessels/self- propelled barges at Port for transshipment in Vietnam. Upon completion of the OG Vessel loading operations at load port of shipment but latest within 24 (Twenty-Four) hours after Bill of Lading date, the Seller shall provide the Buyer with copies of Bill of Lading, stowage plan, cargo manifest and other shipping documents and notify the Buyer about the expected time of arrival (ETA) of the OG vessel at the port for transshipment and the expected time of arrival (ETA) of the TS Vessel or self-propelled barge at the discharge port.

11. Notification about OG Vessel's ETA at the port for transshipment or TS Vessel or self-propelled barge's ETA at the discharge port of each shipment shall be given in writing (by fax or by e-mail) by the Master of the OG Vessel or the Master of the TS vessel/self- propelled barges to the Buyer at any time: day and night including Saturday, Sunday and holidays, every 7/4/3/2 days and 24 hours before OG Vessel's arrival at the port for transshipment or before TS vessel/self- propelled barge's arrival at the discharge port of each shipment.

12. On arrival of TS vessel/self- propelled barge at the anchorage area (near discharge port) after in all respects TS vessel/self- propelled barge is ready to unload and Discharge port has to ready for unloading, the Seller shall tender Notice of Readiness (NOR) in writing by mail/telex/fax to the Buyer's representative during period of time (that is from 8:00 am to 12:00 am in the morning and from 1:00 pm. to 5:00 pm in the afternoon from Monday to Sunday). **All time thereafter to be treated on CQD (Customary Quick Despatch) Terms with no liability for the Client, except for the delaying time due to the Purchaser fault.**

The Notice of Readiness will be deemed to be valid:

- a) if the Notice of Readiness has been tendered within the discharging port laycan;
- b) In any case, subject to Buyer acceptance, if the Notice of Readiness has been tendered earlier than the first day of the Arrival Window, upon the earlier of either (i) the time the Discharge Port is able to receive the Vessel and commence to discharge the Cargo or (ii) the first day of the discharging port laycan; or
- c) In any case, subject to Buyer acceptance, if the Notice of Readiness has been tendered later than the final day of the discharging port laycan, upon the Discharge Port is available to receive the Vessel and commence to discharge the Cargo following its normal procedures for scheduling and coordinating the discharge of Vessels, the Purchaser shall decide reasonably the time of commencing to discharge the Cargo.

(the "Valid Notice of Readiness").

NOR tendered is not considered valid by Buyer's representative if a copy of all eligible documents used for custom clearance stipulated in Section 1.4 Appendix 2 are not submitted to Buyer via electronic mail or facsimile within 01 working day or one (01) day in case of Vietnamese major holiday before the arrival date of OG vessel at discharging port/transshipment port unless otherwise as accepted by Purchaser.

13. In case, there is no coal vessel occupied at the coal jetty, the Buyer shall arrange for berthing to discharge coal (except for cases beyond the control of the Buyer or Force Majeure).

- All taxes/duties on the OG Vessel at the port for transshipment and on the TS vessel/self- propelled barge at the discharge port of each shipment shall be for Seller's account. Pilotage, lighting and power for operating OG Vessel's cranes/derricks and winches (if any) at the port for transshipment and TS vessel/self- propelled barge at the discharge port of each



shipment shall be also for Seller's account.

14. Should the OG Vessel be detained by authorities at port for transshipment or the TS vessel/self- propelled barge be detained by authorities at discharging port, the direct actual expenses incurred on the OG Vessel or TS vessel/self- propelled barge will be for Seller's account if such arrest caused by Seller, Seller's employees, Seller's shipowner, owner of barge and/or employees of shipowner or employees of owner of barge. The same to be for the Buyer's account if the arrest caused by Buyer and/or its employees.

15. The Bidder guaranteed to supply enough coal quantity for continuous discharging at discharging port.

The Seller and Buyer shall coordinate to use available jetty/berths Song Hau 1 to discharge coal. In case there are failure with all CSUs (not caused by the Seller) which is unable to discharge coal, the Buyer agreed and the Seller shall arrange back up plan to discharge the coal at any berth/jetty at Song Hau 1 Thermal Power Plant at the Seller's time and account.

In case there is no any workable berth/jetty in Song Hau 1 TPP then the Buyer and Seller to discuss for solution to unload remaining coal.

16. The discharge rate is CQD (Customary Quick Despatch).

17. Bill of Lading

a) Within twenty-four (24) hours of completion of loading each Shipment of Coal onto each OG Vessel or completion of the Draft Survey at the relevant Loading Port, whichever comes later, Coal Transporter of the Seller shall issue, or cause to be issued, one original and three duplicates of the Bill of Lading in a CONGENBILL form (edition 1994) to the Buyer showing the Coal Transshipment Port or discharging port. The Bill of Lading shall contain the quantity as calculated by Draft Survey performed at the Loading Port(s) by an Independent Licensed Draft Surveyor in accordance with international standards. Original "clean on board" Bill of Lading marked "Freight Prepaid" or "Freight payable as per Charter Party" issued "To Order" and blank endorsed or "made out to order of issuing bank", endorsement in favor of the Buyer and/or the bank;

b) As soon as practical on completion of loading of Coal on a TS Vessel/self- propelled barge at the Coal Transshipment Port, the Coal Transporter of the Seller shall at its cost issue, or cause to be issued, one original and three duplicates of the Transshipment Note to the Buyer for the loading of Coal transported by that TS Vessel/self- propelled barge from the Coal Transshipment Port to the Discharge Port.



APPENDIX 10 - INSURANCE REQUIREMENTS

General

Within 05 Business Days of any request by the Buyer, the Seller undertakes to provide documentary evidence of the insurance policies “from financially sound and reputable insurance company” it is required to obtain and maintain pursuant to Clause & and this Appendix, including policy documents and evidence of premium payment and, where applicable, renewal of the said policies. If such evidence is not provided by the Seller when requested, the Buyer has the right to take out and maintain any such policies of insurance, the costs of which shall be for the account of the Seller. The Seller, Seller’s employees, Seller’s Coal Transporter, employees of Seller’s Coal Transporter must procure and maintain, at its cost, the following insurance in relation to perform their duties for this Contract, include but not limit to:

1. Marine Cargo Insurance

Goods provided must be fully insured for all Risks Cargo Insurance.

Beneficiary is the Buyer or both the Buyer and the Supplier or Bank of Supplier.

In case if any losses arise then the Supplier and/or Bank of Supplier shall be on behalf of the Buyer to settle all insurance progress to protect the Buyer's right and benefit.

All for as their interests may appear.

Coverage:

+ Import Cargo: risks in Institute Cargo Clause A (CL252 - 1/1/1982) for 110 per cent of invoice value of respective shipment insurance covers the loss of or damage to the coal, and any salvage or general average contributions, beginning at the Load port to Transshipment port.

+ Domestic Cargo: risks in Institute Coal Clauses (CL267 – 1.10.1982) for 110 per cent of invoice value of respective shipment insurance covers the loss of or damage to the coal, and any salvage or general average contributions, beginning at Transshipment port and continuing until completing to discharge cargo at Song Hau 1 Port, Vietnam.

2. Such other insurance as may be required by applicable laws of exporting country and Vietnam.

3. If requested by either Party, the other Party shall provide copies of its insurance policies then in effect covering such other Party’s general liability, automobile liability, employer’s liability and workers compensation to the requesting Party.

4. Selected insurance company shall be lawfully operating and mutually agreed by both Parties.



APPENDIX 11 - REQUIREMENTS FOR SAFETY, HEALTH AND ENVIRONMENT

1. Requirements from ECAs:

The Seller, Seller's employees, Seller's shipowner, employees of shipowner shall:

- i) Perform their full responsibilities to comply with preserve biodiversity process issued by the buyer in the coal supply chain;
- ii) Commit not to use child labor, forced labor and ensure labor safety for all workers involved in the coal supply chain.

2. Requirements for safety transportation and operation:

The Seller, Seller's employees, Seller's shipowner, employees of shipowner shall:

- Perform their full responsibilities to comply with Solas 74 and ISBC;
- Comply with the safety regulations for OG Vessel, TS Vessel/self-propelled barge and other vehicles, labor, equipment... during the transportation/transshipment coal and loading and unloading coal at ports of Vietnam and the port of the exporting country;
- Comply with international regulations and conventions when transport and operating outside the territory of Vietnam;
- Arrange to obtain and have licenses, maritime safety, cargo handling and other regulations in compliance with the Laws and regulations of Vietnam and/or any other countries where any part of this contract to be performed.

3. Requirements for environment:

The Seller, Seller's employees, Seller's shipowner, employees of shipowner shall perform their full responsibilities for some following requirements:

- The coal supplied contractor and its associated mines must provide a rigorous environmental and social assessment (ESDD) report by a 3rd party to identify any significant deficiencies related to compliance with applicable Standards.
- Coal transport vehicles shall be granted registration documents and satisfy local technical standards on ship classification and shipbuilding, ship capacity measurement, ship safety equipment and lifting equipment, pollution prevention systems of ships ... In addition, ships operating on international routes must also satisfy international treaties applicable to ships on maritime safety and maritime security, maritime labor conditions and environmental pollution prevention ...;
- The process for transportation/transshipment, loading and unloading coal, OG Vessel and/or TS Vessel/self-propelled barges must have a system to reduce dust, limit the impact on air quality and the surrounding environment in compliance with the Laws and regulations of Vietnam and/or any other countries where any part of this contract to be performed;
- Presenting the plan, process and implementation of measures to identify risks, prevent pollution and minimize negative impacts on ecosystems along coal transport / transit routes, ensuring biodiversity of animals and plants on the Hau River.

The coal to be supplied to PVN is not produced in areas that are at risk of natural habitat and/or importance habitat conversion.

At any time, upon the request from the Purchaser, the Supplier is required to co-operate and submit the Purchaser proof of such compliance. In case the Supplier fails to submit the required proof specified in items above, the Purchaser is entitled to reject the respective shipment and the Supplier shall be deemed to have committed a Delivery Failure of the Contract.



APPENDIX 12 - FORCE MAJEURE

12.1 Event of Force Majeure

(a) If a Party is prevented, hindered or delayed in whole or in part from carrying out its obligations under this Contract (other than an obligation to pay money) as a result of Force Majeure, it must promptly (and in any event within 5 Business Days after it becomes aware of the event) give a notice to the other Party that complies with Item 12.2.

(b) Following the notice referred to in Item 12.1(a), and while the Force Majeure continues, the obligations which cannot be performed, or which are hindered or delayed (other than an obligation to pay money) because of the Force Majeure will be suspended to the extent of the Force Majeure if the Party giving notice has taken all proper precautions, due care and reasonable alternatives with the intention of mitigating the delay or failure and of carrying out its obligations under this Contract.

12.2 Force Majeure notices

(a) A notice given under Item 12.1 (a) must:

(i) specify the obligations a Party cannot perform (including, where the affected Party is the Supplier, the tonnages, sources of Coal and Load Port (to the extent relevant) likely to be affected by the Force Majeure);

(ii) fully describe the event of Force Majeure;

(iii) estimate the time during which the Force Majeure will continue; and

(iv) specify the measures proposed to be adopted to remedy or abate the Force Majeure.

(b) The Party affected by the Force Majeure shall upon request, provide such other information as the Party not affected by the Force Majeure may reasonably require.

(c) A Party affected by Force Majeure must promptly notify the other Party when the Force Majeure has ceased.

12.3 Remedy of Force Majeure

The Party that is prevented, hindered or delayed from carrying out its obligations under this Contract as a result of Force Majeure must remedy the effects of the Force Majeure to the extent reasonably practicable and resume performance of its obligations as soon as reasonably possible.

12.4 Mitigation

The Party that is or may be prevented, hindered or delayed from carrying out its obligations under this Contract as a result of Force Majeure must, at its own cost, take all action reasonably practicable to mitigate any loss suffered by the other Party as a result of its failure to carry out its obligations under this Contract.

12.5 No requirement to settle labor dispute

A party is not required, under this Appendix 12 to settle any labor dispute against its will.

12.6 Termination for extended Force Majeure

If a Party is prevented from carrying out its obligations under this Contract as a result of Force Majeure for a consecutive period of 90 days the other Party may terminate this Contract by giving 30 days' notice to the Party claiming Force Majeure, without prejudice to any of the



rights of either Party accrued prior to the date of termination.

12.7 Apportionment

Where, during any period, the Supplier is prevented as a result of Force Majeure from supplying Coal such that it cannot meet the total coal requirements of all of its customers during that period, it must use all reasonable endeavors to apportion the quantities of Coal it can deliver between its long term customers of similar volume (and in higher priority to short term customers or long term customers with lesser contractual volumes), including the Purchaser in approximate proportion to the respective quantities of coal to be taken by such long term customers under the Supplier's contracts with them (including this Contract) during that period.

12.8 No extension of Term

The Term will not be extended by the period of Force Majeure, unless otherwise agreed between the Purchaser and the Supplier.

12.9 Dispute

If there is a dispute between the Parties as to whether Force Majeure has occurred or is continuing, the Party affected by the Force Majeure bears the burden of proving that Force Majeure has occurred or is continuing.



APPENDIX 12A - VESSEL/SELF- PROPELLED BARGE PARAMETERS

TS Vessel/self- propelled barges for unloading cargo at coal jetty of Song Hau 1 Thermal Power Plant with the technical parameters as following:

+ Length: $\leq 115\text{m}$

+ Width: $\leq 26\text{m}$

+ Depth: $\leq 8\text{m}$

+ Draft: $< 7.7\text{m}$.

+ Deadweight tonnes:

- From 6,000 DWT to 10,000 DWT.
- In case use TS Vessel or self- propelled barge which have maximum permissible deadweight tonnes $> 10,000$ DWT with reduce cargo weight, the maximum permissible deadweight of TS Vessel or self- propelled barge 14,000 DWT and draught (draft) $< 7.7\text{m}$ is acceptable. However, the Seller must comply with the regulations of the Vietnam Maritime Administration, the Ministry of Transport, and Vietnamese laws regarding the approval of overloaded ships to dock at the Song Hau 1 Thermal Power Plant.

+ Dimensions of hatches and holds:

Length: $\geq 20\text{m}$;

Width: $\geq 9.5\text{m}$.



APPENDIX 12B – DELIVERY SCHEDULE

The delivery schedule is as follow:

No.	Schedule	Unit	Quantity	Discharging port
1	Quarter II/2026	MT	400,000	Coal jetty of Song Hau 1 TPP, located at Phu Xuan Hamlet, Chau Thanh Village, Can Tho City, Vietnam.
2	Quarter III/2026	MT	400,000	
3	Quarter IV/2026	MT	300,000	
4	Quarter I/2027	MT	400,000	
	Total	MT	1,500,000	

The delivery schedule is temporarily estimated according to the commercial operation plan of SH1TPP, the actual delivery schedule will be informed to the Seller in accordance with Section 1.2.9.3 and other related terms/conditions of the Contract.

