

1ST AMENDMENT TO THE BIDDING DOCUMENTS

Package NH2026-VT01: Procurement of imported coal for commercial operation of Vinh Tan 4 Thermal Power Plant in 2026

Reference	Contents before this amendment	Contents made in this amendment
Part 1 - Chapter IV. Bidding Forms		
Form 03: Consortium Agreement	None.	4. In the process of Coal Supply Agreement (CSA) performance if the Consortium is awarded the CSA, each member shall be responsible for directly issuing invoice(s) to the Purchaser for the shipment(s) supplied by it corresponding to the proportion of supplying coal assigned to it in Article 2.2 below.
Form 11(a): COUNTRY OF ORIGIN - DECLARATION FORM	Notes: (1) Bidder is requested to fill in this Form. Failure to comply with the instructions & requirements by the Bidder will result in nonconformity of the Bid.	Notes: (1) Bidder is requested to fill in this Form. Failure to comply with the instructions & requirements by the Bidder will result in nonconformity of the Bid. <u>If proposed coal is from different coal mines, this Form corresponding to each coal mine shall be enclosed.</u>
Part 2 – Chapter V – Section 3. Technical requirements		
Item 3.1.2.1 (f)	In case proposed coal mine is a shipper/an exporter for coal to be supplied for this Package, a Framework agreement/MOU/Letter of authorization/equivalent documents between the Bidder and the coal mine stating that the Bidder is entitled to sell coal from the proposed mine and such coal is supplied to	In case proposed coal mine is a shipper/an exporter for coal to be supplied for this Package, a Framework agreement/MOU/Letter of authorization/equivalent documents between the Bidder and the coal mine stating that the Bidder is entitled to sell coal from the proposed mine and such coal is supplied to Vinh Tan 4 Thermal Power Plant. <u>Each Framework agreement/MOU/Letter of authorization/equivalent documents shall clearly specify at</u>

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	Vinh Tan 4 Thermal Power Plant; or	<u>least committed quantity, delivery schedule, coal specifications as per the Item 3.1.1 – Section 3 – Chapter V of the Bidding Documents and validity period at least until September 30th, 2026; or</u>
Item 3.1.2.1 (g1)	a Framework agreement/MOU/ equivalent documents between the proposed coal mine and the Bidder stating that the proposed coal mine authorizes that coal shall be supplied to the Bidder through a shipper/exporter and such coal is supplied to Vinh Tan 4 Thermal Power Plant; accompanied by a Framework agreement/MOU/equivalent documents between the coal mine and the shipper/exporter stating that the shipper/exporter is entitled to sell coal from such proposed coal mine	a Framework agreement/MOU/ equivalent documents between the proposed coal mine and the Bidder stating that the proposed coal mine authorizes that coal shall be supplied to the Bidder through a shipper/exporter and such coal is supplied to Vinh Tan 4 Thermal Power Plant; accompanied by a Framework agreement/MOU/equivalent documents between the coal mine and the shipper/exporter stating that the shipper/exporter is entitled to sell coal from such proposed coal mine. <u>Each Framework agreement/MOU/Letter of authorization/equivalent documents shall clearly specify at least committed quantity, delivery schedule, coal specifications as per the Item 3.1.1 – Section 3 – Chapter V of the Bidding Documents and validity period at least until September 30th, 2026; or</u>
Item 3.1.2.1 (g2)	a Framework agreement/MOU/ equivalent documents between the proposed coal mine and the Bidder stating that the proposed coal mine authorizes that coal shall be supplied to the Bidder through a shipper/exporter and such coal is supplied to Vinh Tan 4 Thermal Power Plant; accompanied by a Framework agreement/MOU/equivalent documents between the shipper/exporter and the Bidder	a Framework agreement/MOU/ equivalent documents between the proposed coal mine and the Bidder stating that the proposed coal mine authorizes that coal shall be supplied to the Bidder through a shipper/exporter and such coal is supplied to Vinh Tan 4 Thermal Power Plant; accompanied by a Framework agreement/MOU/equivalent documents between the shipper/exporter and the Bidder stating that coal is originated from the proposed coal mine and such coal is supplied to Vinh Tan 4 Thermal Power

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	stating that coal is originated from the proposed coal mine and such coal is supplied to Vinh Tan 4 Thermal Power Plant	Plant. <u>Each Framework agreement/MOU/Letter of authorization/equivalent documents shall clearly specify at least committed quantity, delivery schedule, coal specifications as per the Item 3.1.1 – Section 3 – Chapter V of the Bidding Documents and validity period at least until September 30th, 2026; or</u>
Item 3.1.2.1 (g3)	a Framework agreement/MOU/ equivalent documents between proposed coal mine and shipper/exporter stating that the shipper/exporter is entitled to sell coal from such proposed mine; accompanied by a Framework agreement/MOU/equivalent documents between the shipper/exporter and the Bidder stating that coal is originated from the proposed coal mine and such coal is supplied to Vinh Tan 4 Thermal Power Plant	a Framework agreement/MOU/ equivalent documents between proposed coal mine and shipper/exporter stating that the shipper/exporter is entitled to sell coal from such proposed mine; accompanied by a Framework agreement/MOU/equivalent documents between the shipper/exporter and the Bidder stating that coal is originated from the proposed coal mine and such coal is supplied to Vinh Tan 4 Thermal Power Plant. <u>Each Framework agreement/MOU/Letter of authorization/equivalent documents shall clearly specify at least committed quantity, delivery schedule, coal specifications as per the Item 3.1.1 – Section 3 – Chapter V of the Bidding Documents and validity period at least until September 30th, 2026; or</u>
Item 3.1.3 Additional coal mine introduction during contract implementation	Additional coal mines introduced during contract implementation shall not be allowed.	Additional coal mines introduced during contract implementation shall not be allowed, <u>except for force majeure as specified in Clause 1.1 of the Form of Contract (Form 15) or when there are written confirmations issued by coal mine owners of all the approved coal mines stating that such coal mines are not able to continue supplying coal for the Contract.</u>

Reference	Contents before this amendment	Contents made in this amendment
Part 3 – Chapter VI – Form 15 – Form of Contract		
Schedule 1	None.	Note: Additional coal mines introduced during contract implementation shall not be allowed, except for force majeure as specified in Clause 1.1 of the Contract or when there are written confirmations issued by coal mine owners of all the approved coal mines in Item 4 above stating that such coal mines are not able to continue supplying coal for this Contract.

3. Form 03

CONSORTIUM AGREEMENT

[Location and date] _____

Package name: _____ *[insert name of the package]*

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 the first consortium member _____ *[insert name of each consortium member]*

Mr./Ms. _____

Position: _____

Address: _____

Phone number: _____

Email: _____

TIN: _____

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

Name of the second consortium member _____ *[insert name of each consortium member]*

Mr./Ms. _____

Position: _____

Address: _____

Phone number: _____

Email: _____

TIN: _____

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 the Package NH2026-VT01: Procurement of imported coal for Vinh Tan 4 Thermal Power Plant in 2026 under the Cost Estimate for procurement of imported coal for Vinh Tan 4 Thermal Power Plant in 2026.
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. In the event that a member of the consortium refuses to fulfill their own responsibilities as agreed, that member shall be dealt with as follows:

- Pay damages to other parties in the consortium;
 - Pay damages to the Employer as prescribed by the contract;
 - Incur other disciplinary actions _____ [specify the action].
4. In the process of Coal Supply Agreement (CSA) performance if the Consortium is awarded the CSA, each member shall be responsible for directly issuing invoice(s) to the Purchaser for the shipment(s) supplied by it corresponding to the proportion of supplying coal assigned to it in Article 2.2 below.
 5. All members shall be jointly and severally liable for the execution of the entire package and contract.
 6. In the process of CSA performance if the Consortium is awarded the CSA after, when one of the members of Consortium fails to perform the CSA as assigned in the Consortium Agreement, the remaining member shall have to reassign the remain tasks to ensure the successful completion of the signed CSA between the Employer and the Supplier. In such case that a member of Consortium is incapable of performing the CSA, the liability of the Consortium and its members is unchanged for the performance of the CSA.

Article 2. Assignment of duties

All members unanimously to undertake joint and separate responsibility to execute the Package NH2026-VT01: Procurement of imported coal for Vinh Tan 4 Thermal Power Plant in 2026 under the Cost Estimate for procurement of imported coal for Vinh Tan 4 Thermal Power Plant in 2026 as follows:

1. Head member of the consortium:

All parties unanimously authorize _____ [insert name of a party] as the head member of the Consortium who represents the Consortium to perform the following tasks ⁽¹⁾:

[- Sign the Letters of Bid;

- Sign letters and documents submitted to the Employer during the bidding process, including but not limited to request(s) for clarification of the Bidding Documents, clarification of the Bids, request(s) for Bid withdrawal, modification or substitution.

- Provide Bid Security for the Consortium;

- Take part in cross- check of documents and completion of the CSA (if applicable);

- 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:

No.	Name	Tasks (Description of Work, Scope Participation and Responsibility)	Proportion of total bid ⁽²⁾	Proportion of supplying coal ⁽³⁾
1	Name of head member	- _____ - _____	_____% _____%	_____% _____%
2	Name of second member	- _____	_____%	_____%

		- ____	____%	____%
....				
Total		All tasks of the package	100%	100%

Notes:

- *The number of members in the Consortium shall not exceed 02 members.*
- *The head member of Consortium must be responsible for supplying at least 70% of the volume of coal to be supplied as required by this package.*
- *The head member of Consortium must be responsible for at least 70% of total bid as required by this package.*

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 responsibilities and obligations and finalize the contract;
 - The agreement is unanimously terminated by all parties;
 - The consortium is not awarded the contract;
 - The bidding for the Package NH2026-VT01: Procurement of imported coal for Vinh Tan 4 Thermal Power Plant in 2026 under the Cost Estimate for procurement of imported coal for Vinh Tan 4 Thermal Power Plant in 2026 is cancelled as notified by the Employer.

The Consortium agreement is made into _____ originals with equal legal value, each party keeps _____ original(s).

LEGAL REPRESENTATIVE OF HEAD MEMBER

[Full name, position, wet ink signature and stamp]

LEGAL REPRESENTATIVE OF CONSORTIUM MEMBER

[Full name, position, wet ink signature and stamp of each member]

Notes:

- (1) Scope of authorization includes one or multiple tasks as prescribed above.
- (2) The Bidder shall specify detailed tasks and estimate equivalent value of tasks performed by each Consortium member, joint and several responsibilities of each member, including the head member.

- (3) The Bidder shall specify detailed tasks and estimate equivalent value of tasks in supplying coal performed by Consortium members.

12. Form 11

ELIGIBILITY OF GOODS - DECLARATION FORM

Form 11(a) COUNTRY OF ORIGIN - DECLARATION FORM ⁽¹⁾

Coal mine: *[Insert name of coal mine]*

Type	Description	Quantity (tonnes)	Country of origin
Coal	Coal with reference NAR of <i>[to be inserted]</i> kcal/kg	<i>[to be inserted]</i>	<i>[to be inserted]</i>

Legal representative of Bidder ⁽²⁾

[full name, position, wet ink signature and stamp]

Notes:

- (1) Bidder is requested to fill in this Form. Failure to comply with the instructions & requirements by the Bidder will result in nonconformity of the Bid.
If proposed coal is from different coal mines, this Form corresponding to each coal mine shall be enclosed.
- (2) If a foreign Bidder has no stamp, there must be a certification issued by a competent agency that the signature in the Letter of Bid and any other documents of the Bids belong to its legal representative.
- (3) The Employer shall bear import tax in case coal originates from countries which is entitled to preferential import tariffs of 0% under any Trade Agreements to which Vietnam is a party. The Bidder shall bear import tax in case coal originates from countries which is not entitled to preferential import tariffs under any Trade Agreements to which Vietnam is a party.

Form 11(b) COAL SPECIFICATION - DECLARATION FORM ⁽¹⁾

Proposed coal is as follows.

Coal Brand name: _____

Load port: _____

Mine name: _____

No.	Coal specification	Minimum Specifications	Proposed coal range	Proposed coal typical/reference
1	Total Moisture Content (ARB)	$\leq 27.40\%$	<i>[to be inserted]</i>	<i>[to be inserted]</i>
2	Inherent Moisture Content (ADB)	$\leq 20.00\%$	<i>[to be inserted]</i>	<i>[to be inserted]</i>
3	Ash Content (ADB)	$\leq 9.80\%$	<i>[to be inserted]</i>	<i>[to be inserted]</i>
4	Volatile matter (ADB) - Lower limit - Upper limit	$\geq 25\%$ $\leq 50\%$	<i>[to be inserted]</i> <i>[to be inserted]</i>	<i>[to be inserted]</i> <i>[to be inserted]</i>
5	Total Sulphur Content (ADB)	$\leq 0.85\%$	<i>[to be inserted]</i>	<i>[to be inserted]</i>
6	Hardgrove Grindability Index: - Lower limit - Upper limit	≥ 36 ≤ 65	<i>[to be inserted]</i> <i>[to be inserted]</i>	<i>[to be inserted]</i> <i>[to be inserted]</i>
7	Ash Fusion Temperatures (Reduction Atmosphere - Initial Deformation Temperatures)	$\geq 1,150^{\circ}\text{C}$	<i>[to be inserted]</i>	<i>[to be inserted]</i>
8	Net Calorific Value (NAR as received basis)	$\geq 4,500 \text{ kcal/kg}$	<i>[to be inserted]</i>	<i>[to be inserted]</i>
9	Coal size - 0 – 50 mm - Maximum of coal size	$\geq 90\%$ $\leq 100 \text{ mm}$	<i>[to be inserted]</i> <i>[to be inserted]</i>	<i>[to be inserted]</i> <i>[to be inserted]</i>
10	Na ₂ O in ash (DB)	$< 1.00\%$	<i>[to be inserted]</i>	<i>[to be inserted]</i>

Legal representative of Bidder ⁽²⁾

[full name, position, wet ink signature and stamp]

Note:

- (1) Bidder is requested to fill in this Form. Failure to comply with instructions & requirements by the Bidder will result in nonconformity of the Bid.
If proposed coal is from different coal mines, this Form corresponding to each coal mine shall be enclosed.
- (2) If a foreign Bidder has no stamp, there must be a certification issued by a competent agency that the signature in the Letter of Bid and any other documents of the Bids belong to its legal representative.

Form 11(c) LICENSES - DECLARATION FORM ⁽¹⁾

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. Identification	<i>[to be inserted]</i>
b. Issued by	<i>[to be inserted]</i>
c. Reserve of coal mine	<i>[to be inserted]</i>
d. Validity	<i>[to be inserted]</i>
e. Commencement Date of Mine Operation/Production	<i>[to be inserted]</i>
2. Export License	
a. Coal mine (name, owner, address)/Shipper/Exporter (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. Yearly Mining productivity (tonnes/year)	2022: <i>[to be inserted]</i> 2023: <i>[to be inserted]</i> 2024: <i>[to be inserted]</i>
4. Estimated mining productivity (tonnes/year)	2025: <i>[to be inserted]</i> 2026: <i>[to be inserted]</i> 2027: <i>[to be inserted]</i>
5. Other information of the coal mine:	
a. Coal mining duration	<i>[to be inserted]</i>
b. Coal transportation route from mine to loading port ⁽²⁾	<i>[to be inserted]</i>

Legal representative of Bidder ⁽³⁾

[full name, position, wet ink signature and stamp]

Notes:

- (1) Bidder is requested to fill in this Form and provide documentary evidence. Failure to comply with instructions & requirements by the Bidder will result in nonconformity of the Bid.
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.
- (2) Coal transportation route from mine to loading port: The Bidder is required to provide detailed descriptions about coal transportation route for each proposed coal mine including, but not limited to, means of transportation to transport coal from the mine to the load port(s), name(s) and location(s) of transition point(s) such as jetty(ies), dump area(s), etc. (as applicable) between the proposed coal mine location and the load port(s).
- (3) If a foreign Bidder has no stamp, there must be a certification issued by a competent agency that the signature in the Letter of Bid and any other documents of the Bids belong to its legal representative.