



## Vung Ang II Thermal Power LLC

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# REQUEST FOR PROPOSAL

## THƯ MỜI CHÀO GIÁ

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Ref: VAPCO/PS-50085

To: Potential Bidders

Copy to:

**Subject: Supply of firemen (outsourcing)/ Cung cấp nhân công PCCC (thuê ngoài)**

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Date: 08 September 2025/ Ngày 08/09/2025

### 1. INSTRUCTIONS TO THE PARTICIPATING BIDDERS

#### CHỈ DẪN ĐỐI VỚI CÁC NHÀ THẦU THAM GIA

##### 1.1. General information

##### Thông tin chung

Vung Ang II Thermal Power LLC (VAPCO), the Owner of 2 x 600MW ultra super-critical imported coal-fired thermal Power Plant in Vung Ang Ward, Ha Tinh Province, Vietnam that is being undertaken on a build-operate-transfer basis under Vietnam law, issuing this Request for Proposal (RFP) to invite bidders, who are interested in contracting with VAPCO for the **Supply of firemen** (the Service) with job description as detailed in Annex 01.

Công ty TNHH Nhiệt điện Vũng Áng II (VAPCO), Chủ đầu tư Nhà máy Nhiệt điện đốt than nhập khẩu trên siêu tới hạn với công suất 2 x 600MW tại phường Vũng Áng, tỉnh Hà Tĩnh, Việt Nam đang thực hiện dự án xây dựng-kinh doanh-chuyển giao theo pháp luật Việt Nam, ban hành Thư mời chào giá (RFP) này để mời các Nhà thầu quan tâm đến việc ký hợp đồng với VAPCO để **Cung cấp nhân công PCCC** (Dịch vụ), với mô tả công việc chi tiết như ở Phụ Lục 01.

The required Service is expected to commence in October 2025.

Dịch vụ dự kiến được bắt đầu từ tháng 10 năm 2025.

##### 1.2. Compliance with RFP requirements

##### Tuân thủ các yêu cầu của Thư mời chào giá

The participating Bidders shall prepare and submit a Proposal in compliance with the procedures and requirements as outlined in this RFP. Any omission may give VAPCO



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a reason to reject or unfavorable evaluation of the Proposal. The participating Bidders will be deemed to have fully understood and accepted all the contents of the RFP. Upon submission of a Proposal, the Bidders are deemed to have agreed to fully comply with the Contract's General Terms and Conditions as attached to the RFP.

Các Bên tham gia sẽ chuẩn bị và nộp Bản chào tuân thủ các quy trình và yêu cầu như được quy định trong Thư mời chào giá này. Bất kỳ sự sai sót nào có thể khiến VAPCO có lý do từ chối hoặc đánh giá bất lợi cho báo giá. Các Bên tham gia sẽ được coi là đã hiểu hoàn toàn và chấp nhận tất cả các nội dung trong Thư mời chào giá. Sau khi nộp Bản chào, khi đó nhà cung cấp được coi là đã đồng ý tuân thủ đầy đủ các Điều khoản và Điều kiện chính của Hợp đồng như được đính kèm trong Thư mời chào giá.

### 1.3. Confidentiality

#### Bảo mật

The prices in the Proposal must be issued independently, and not be consulted, communicated, or negotiated with any other supplier.

Các giá trong Bản chào của nhà cung cấp phải được chào độc lập, không được tham khảo, liên lạc hoặc thỏa thuận với bất kỳ nhà cung cấp nào khác.

The prices stated in the Proposal have not been intentionally disclosed by the supplier and will not be knowingly disclosed, directly or indirectly, to any other participant before the Proposal submission deadline. Furthermore, these prices have not been used, and will not be used, to influence or induce any other person or company to submit, refrain from submitting, or otherwise restrict competition in any way.

Các mức giá nêu trong Bản chào chưa từng được nhà cung cấp cố ý tiết lộ và sẽ không được tiết lộ có chủ đích, trực tiếp hoặc gián tiếp, cho bất kỳ bên tham gia nào khác trước thời hạn nộp Bản chào. Hơn nữa, các mức giá này chưa từng và sẽ không được sử dụng để tác động hoặc lôi kéo bất kỳ cá nhân hay công ty nào nộp, không nộp hồ sơ hoặc hạn chế cạnh tranh dưới bất kỳ hình thức nào.

Participating Bidders must not disclose the RFP to any third parties who are not directly involved in the preparation of the Proposal.

Những người tham gia không được tiết lộ Thư mời chào giá cho bất kỳ bên thứ ba nào không liên quan trực tiếp đến việc làm báo giá.

### 1.4. Withdrawal of procurement

#### Thu hồi yêu cầu mua sắm

VAPCO reserves the right, at any time and without any liability to the participants, to cancel, delay or extend this procedure or to change the scope of the procurement.



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VAPCO có quyền, bất cứ lúc nào và không có bất kỳ trách nhiệm nào đối với các bên tham gia, trong việc hủy bỏ, trì hoãn hoặc gia hạn thủ tục này hoặc thay đổi phạm vi mua sắm.

### 1.5. Language

#### Ngôn ngữ

The documents shall be prepared in English and Vietnamese. If there is any difference or inconsistency between English and Vietnamese, the English language shall prevail.

Các tài liệu được chuẩn bị bằng tiếng Anh và tiếng Việt. Nếu có bất kỳ sự khác biệt hoặc mâu thuẫn nào giữa tiếng Anh và tiếng Việt thì bản tiếng Anh sẽ được áp dụng.

### 1.6. Currency and Payment

#### Tiền tệ và thanh toán

The price shall be quoted in Vietnamese Dong, exclusive of VAT.

Giá được chào giá bằng đồng Việt Nam, chưa bao gồm thuế GTGT.

Payment shall be made in Vietnamese Dong.

Thanh toán được thực hiện bằng đồng Việt Nam.

## 2. PROCEDURES FOR RFP

### THỦ TỤC MỜI CHÀO GIÁ

#### 2.1. Clarification of bidding information

##### Làm rõ thông tin mời thầu

The participating Bidders are requested to study and carefully check the contents of the bidding information and other relevant information. The Bidders may send an email to VAPCO's PIC: Mr. Pham Ngoc Thach, at [thach.pham@vapco.com.vn](mailto:thach.pham@vapco.com.vn) (copying: Mr. Ha Jong Woo, at [jeff.ha@vapco.com.vn](mailto:jeff.ha@vapco.com.vn)) or an official letter to VAPCO regarding the unclear contents at least 2 days before the due date of letter of Proposal submission. Written clarifications or feedback via email (as the case may be) will be provided by VAPCO no later than 1 day before the due date of Proposal submission.

Nhà thầu tham gia được yêu cầu nghiên cứu và kiểm tra kỹ lưỡng nội dung của thông tin mời thầu và các thông tin liên quan khác. Các Nhà thầu có thể gửi email cho VAPCO: Ông Phạm Ngọc Thạch theo địa chỉ [thach.pham@vapco.com.vn](mailto:thach.pham@vapco.com.vn) (CC cho ông Ha Jong Woo tại [jeff.ha@vapco.com.vn](mailto:jeff.ha@vapco.com.vn)) hoặc thư chính thức đến VAPCO về các



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nội dung không rõ ít nhất 2 ngày trước ngày hết hạn nộp Hồ sơ chào giá. Giải thích bằng văn bản hoặc phản hồi bằng email (tùy trường hợp cụ thể) sẽ được VAPCO cung cấp không muộn hơn 1 ngày hết hạn nộp bản chào.

At any time, before 3 days before the due date of Proposal submission, VAPCO has the right to amend or add to the bidding information. The amendment or supplement shall be communicated in writing to all participating Bidders and the Bidders shall be obliged to comply with such addition or amendment.

Vào bất kỳ thời điểm nào trước khi hết hạn nộp hồ sơ chào giá 3 ngày. VAPCO có quyền sửa đổi, bổ sung thông tin mời thầu. Việc sửa đổi, bổ sung sẽ được thông báo bằng văn bản tới tất cả các nhà thầu tham gia và các nhà thầu có nghĩa vụ tuân thủ việc bổ sung, sửa đổi đó.

### 2.2. Submission of Proposal

#### Nộp Bản chào

Each bidder will finalize and fill out the form given in Item 4.

Mỗi nhà thầu tham gia sẽ hoàn thiện và điền vào biểu mẫu tại Mục 4.

Bidders are required to submit supporting documents for each Technical Evaluation Criteria as follows:

- Certificate of business registration
- Certification in firefighting profession
- Reference contract/ purchase order for supply of firefighting equipment/ service
- Certification in firefighting business of the bidder's head/ director
- Commitment letter to recruit local people (in Vung Ang/ Ha Tinh) and provide firemen with proper training/ drilling before contract execution
- Commitment letter to hire authorized third party and fire police to provide professional training and certification to the firemen before contract execution

Các nhà thầu phải nộp các giấy tờ chứng minh đối với từng tiêu chí đánh giá kỹ thuật như sau:

- Giấy Đăng ký kinh doanh
- Giấy xác nhận đủ điều kiện kinh doanh dịch vụ PCCC
- Các hợp đồng/ đơn hàng tham khảo về việc cung cấp dịch vụ/ trang thiết bị PCCC
- Các bằng cấp chứng chỉ liên quan đến PCCC của giám đốc/ người đại diện nhà thầu
- Cam kết về việc tuyển người địa phương (ở Vũng Áng/ Hà Tĩnh) và cung cấp đào tạo/ huấn luyện cho nhân công PCCC trước khi triển khai hợp đồng



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- Cam kết về việc thuê bên thứ 3 có thẩm quyền và cảnh sát PCCC để cung cấp dịch vụ đào tạo nghiệp vụ và cấp chứng chỉ cho nhân công PCCC trước khi triển khai hợp đồng

Bidders are required to attach a Letter of Confirmation that by submitting the Proposal, they have understood and accepted all major terms and conditions of Item 3- Key Terms and Conditions, Annex 01- Job description, and Annex 03- Contract Form of this RFP.

Các nhà thầu phải đính kèm Thư xác nhận rằng bằng việc nộp Thư chào giá, họ đã hiểu và chấp nhận các điều kiện và điều khoản chính của Mục 3- Điều kiện và Điều khoản chính, Phụ lục 01- Mô tả công việc và Phụ lục 03- Mẫu hợp đồng.

The Proposal Form and other documents shall be submitted by email to the following address no later than the deadline to:

Bản chào sẽ được gửi bằng Email đến địa chỉ sau không muộn hơn thời hạn:

Mr. Pham Ngoc Thach / Procurement & Contract Leader,  
Vung Ang II Thermal Power LLC,  
Address : Vung Ang Economic Zone, Vung Ang Ward, Ha Tinh,  
Email: [thach.pham@vapco.com.vn](mailto:thach.pham@vapco.com.vn), Phone No: 0986040681,  
Copying: Mr. Ha Jong Woo, GA & Contract Manager,  
Email: [jeff.ha@vapco.com.vn](mailto:jeff.ha@vapco.com.vn)

The Proposal Form will be encrypted to ensure that it won't be opened before the time specified in Item 3 below.

Bản chào giá sẽ được mã hóa nhằm đảm bảo không được mở trước thời gian quy định trong Mục 3 sau đây.

Email subject: The Bidders are kindly requested to clearly state the bidding package's name and the Bidder's name (e.g.: "Proposal for supply of firemen/ "Bidder's name").

Tiêu đề thư: Nhà thầu ghi rõ tên gói thầu và tên nhà thầu (ví dụ: "Bản chào cho việc cung cấp nhân công PCCC/ "Tên nhà thầu").

(The Bidder may contact Mr. Pham Ngoc Thach for confirmation of the sent email/ Nhà thầu có thể liên hệ với Ông Phạm Ngọc Thạch để xác nhận email đã gửi thành công).

### 2.3. Deadline for submission of the Proposal

Thời hạn nộp bản chào giá:



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**The due date for Proposal submission is 17:00, 19 September 2025.**

**Ngày hết hạn nộp bản chào giá: 17:00, ngày 19/09/2025.**

The Bidder will share the password to open the pdf file of the Proposal Form via email by 09:00, 22 September 2025.

Nhà thầu sẽ gửi mật khẩu để mở Bản chào giá qua email vào 9:00 ngày 22/09/2025.

### 2.4. Validity period

#### Thời hạn hiệu lực

The Proposal shall be offered and valid for 60 days from the due date of Proposal document submission. VAPCO may request to extend the validity time of the Proposal and notify it in writing. The extension time shall not exceed 15 days. If the bidder fails to accept the extension of the validity time, its Proposal will not be considered for evaluation.

Chào giá được đưa ra và có hiệu lực trong vòng 60 ngày kể từ ngày hết hạn nộp hồ sơ chào giá. VAPCO có thể yêu cầu gia hạn thời gian hiệu lực của chào giá và thông báo bằng văn bản, thời gian gia hạn sẽ không vượt quá 15 ngày. Trường hợp nhà thầu tham gia không chấp nhận gia hạn thời gian hiệu lực thì chào giá đó sẽ không được xem xét để đánh giá.

### 2.5. Bid evaluation and award criteria

#### Tiêu chí đánh giá hồ sơ dự thầu và lựa chọn

#### Proposal evaluation

#### Đánh giá Bản chào

The Bidders' Proposal will be considered and evaluated when they fully meet the above criteria, and the documents is submitted as prescribed in Item 2. 2. before the deadline or subject to VAPCO's decision.

Bản chào của Nhà thầu chỉ được xem xét đánh giá khi đáp ứng đầy đủ các tiêu chí nêu trên và nộp bộ hồ sơ như quy định tại Mục 2.2 trước thời điểm đóng thầu hoặc theo quyết định của VAPCO.

- Technical evaluation

#### Đánh giá về kỹ thuật

- Financial evaluation:

#### Đánh giá về tài chính



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The bidder with the highest combined score from both technical and financial evaluations will be selected as the preferred bidder and invited to enter the contract negotiation stage.

Nhà thầu nào đạt được tổng điểm cao nhất kết hợp giữa đánh giá kỹ thuật và tài chính sẽ được chọn vào giai đoạn thương thảo hợp đồng.

- Award Criteria

### Tiêu chí lựa chọn

VAPCO will award the Contract to the Bidder with the highest combined score from both technical and financial evaluations and favourable terms after negotiation.

VAPCO sẽ ký hợp đồng với Nhà thầu đạt được tổng điểm cao nhất kết hợp giữa đánh giá kỹ thuật và tài chính và các điều khoản phù hợp nhất sau khi đàm phán.

VAPCO has the right to adjust the Scope of Supply at its discretion.

VAPCO có thể điều chỉnh Phạm vi Cung cấp theo quyền quyết định của mình.

## 2.6. Announcement of evaluation result

### Thông báo kết quả đánh giá

The evaluation result might be announced to all participants after the decision on approval of the result. In the notice of the evaluation result, VAPCO is not obligated to explain the reasons for the unsuccessful Bidders.

Kết quả đánh giá có thể được thông báo cho các bên tham gia sau khi có quyết định phê duyệt kết quả đánh giá cuối cùng. Trong thông báo kết quả đánh giá, VAPCO không có nghĩa vụ giải thích lý do đối với các nhà thầu không được lựa chọn.

## 2.7. VAPCO's option

### Tùy chọn của VAPCO

VAPCO reserves the right, without any liability to the parties, to modify or withdraw this RFP at any time, to increase or decrease the Scope of Supply included in the Contract or request to restart the procedure when deemed valid is of the greatest interest to VAPCO and rejects any or all the Proposals. No claim regarding any modification, withdrawal, or restart of the process will be accepted by VAPCO. VAPCO also has the option to award the Contract to an acceptable participant, whichever is in the best interest of the company.



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VAPCO bảo lưu quyền, mà không có bất kỳ trách nhiệm nào đối với các bên tham gia, sửa đổi hoặc rút lại Yêu cầu chào giá này bất cứ lúc nào, để tăng hoặc giảm phạm vi công việc được đưa vào Hợp đồng hoặc yêu cầu khởi động lại thủ tục khi được coi là hợp lệ được VAPCO quan tâm nhất và từ chối bất kỳ hoặc tất cả các đề xuất. Không có yêu cầu bồi thường liên quan đến bất kỳ sửa đổi, rút lui hoặc khởi động lại quá trình sẽ được VAPCO chấp nhận. VAPCO cũng có tùy chọn để trao hợp đồng cho bên tham gia chấp nhận được, tùy theo điều kiện nào là tốt nhất cho lợi ích của công ty.

### 2.8. Compliance in bidding

#### Tuân thủ trong đấu thầu

The Bidders must comply with the provisions of the law on anti-corruption, anti-bribery, and anti-monopoly and commit to bidding standards to ensure healthy competition, fairness, and transparency.

Các nhà thầu phải tuân thủ các quy định của pháp luật về phòng chống tham nhũng, chống hối lộ, chống độc quyền và cam kết các tiêu chuẩn đấu thầu đảm bảo cạnh tranh lành mạnh, công bằng và minh bạch.

## 3. KEY TERMS AND CONDITIONS

### ĐIỀU KHOẢN VÀ ĐIỀU KIỆN CHÍNH

#### 3.1. Contract term

##### Thời hạn Hợp đồng

The Contract shall come into effect upon signing and shall remain in force until both parties have fulfilled their contractual obligations.

Hợp đồng sẽ có hiệu lực kể từ ngày ký và sẽ có hiệu lực cho đến khi hai bên hoàn thành nghĩa vụ theo hợp đồng

#### 3.2. Contract price

##### Giá trị Hợp đồng

The Contract price is based on a fixed-unit price.

Giá trị Hợp đồng được tính trên cơ sở đơn giá cố định.

#### 3.3. Payment

##### Thanh toán

Total payment will be made within 30 days from the date of receiving the valid payment documents as outlined in the Contract Form.



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Thanh toán trọn gói sẽ được thực hiện trong vòng 30 ngày làm việc kể từ ngày nhận được chứng từ thanh toán hợp lệ theo quy định của Hợp đồng.

#### 4. PROPOSAL FORM

##### MẪU BẢN CHÀO GIÁ

Bidders are encouraged to submit their Proposals using the following form as per Annex 02.

Nhà thầu được khuyến nghị nộp bản chào theo mẫu ở Phụ Lục 02 sau đây.



## Vung Ang II Thermal Power LLC

Ha Noi Office  
Room 3011, Floor 30,  
West Tower, Lotte Center  
Hanoi, 54 Lieu Giai Street, Giang  
Vo Ward, Hanoi, Vietnam  
Tel. +84 (0) 24 7109 8799  
Fax +84 (0) 24 3624 8485

Ha Tinh Site Office  
Vung Ang Economic Zone,  
Vung Ang Ward  
Ha Tinh Province, Vietnam  
Tel. +84 (0) 23 9385 8882

## ANNEX 01\_ JOB DESCRIPTION

### PHỤ LỤC 01\_ MÔ TẢ CÔNG VIỆC

<b>POSITION TITLE:</b>	Fireman
<b>REPORTS TO:</b>	Fire & Safety Technician
<b>DIRECT REPORTS:</b>	None
<b>ORIGIN:</b>	Local Origin
<b>LANGUAGE SKILLS:</b>	[No]

#### POSITION SUMMARY

The Fireman is responsible for extinguishing fires, saving people and property when there is a fire, and participating in other rescue activities such as natural disasters and accidents. Inspection of fire prevention and fighting equipment in the Plant.

This position works in shifts, stationed on-site, to maintain the fire protection system's readiness and support emergency response efforts.

#### PRIMARY RESPONSIBILITIES

Duties and responsibilities for this position include, but are not limited to the following:

- Utilize specialized means and techniques to control and extinguish fires, thereby protecting lives and property.
- Search and rescue victims in hazardous situations, such as fires, explosions, building collapses, and natural disasters (including floods, earthquakes, etc.).
- Implement fire prevention measures, including propaganda, training, and inspection of fire prevention and fighting equipment.
- Participate in training courses and drills on fire prevention and fighting, and rescue to improve professional skills and expertise.
- Coordinate with other forces in relief activities, helping the community when natural disasters and catastrophes occur.
- Perform other duties as assigned by a superior.



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### **EDUCATION, EXPERIENCE, AND GENERAL REQUIREMENTS**

- Between 18 and 45 years old, in good health.
- High school graduate or above.
- Fire and rescue training and certification.
- Ability to work in shifts, including nights, weekends, and emergency call-outs.

**Vung Ang II Thermal Power LLC**

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**ANNEX 02\_ PROPOSAL FORM****PHỤ LỤC 02\_ BIỂU MẪU BÀN CHÀO GIÁ**

(Company letterhead/Tiêu đề công ty)

Date/ Ngày tháng:

To: **VUNG ANG II THERMAL POWER LLC (VAPCO)**

**Kính gửi: CÔNG TY TNHH NHIỆT ĐIỆN VŨNG ÁNG II (VAPCO)**

Attn: Mr. Pham Ngoc Thach, Procurement & Contract Leader

Attn: Mr. Ha Jong Woo – GA & Contract Manager

We, \_\_\_\_\_(your company name)\_\_\_\_\_, undersigned, hereby offer to supply firemen to Vung Ang II Thermal Power LLC in compliance with VAPCO's RFP #VAPCO/PS-50085 dated 08 September 2025.

Chúng tôi, \_\_\_\_\_(tên đơn vị)\_\_\_\_\_, ký tên dưới đây, chào giá cung cấp nhân công PCCC cho Công ty TNHH Nhiệt điện Vũng Áng II tuân thủ Yêu cầu chào giá của VAPCO số VAPCO/PS-50085 ngày 08/09/2025.

**A. Unit labor cost/ man month/ Đơn giá theo tháng (VND)**

<b>Job position/ Vị trí</b>	<b>Direct labor Cost/ Đơn giá trực tiếp (A)</b>	<b>Indirect cost/ Đơn giá gián tiếp (B)</b>	<b>Total/ Tổng (A+B)*</b>
Fireman/ Nhân công PCCC			

\* The Amount is exclusive of value added tax (VAT) and inclusive of all other applicable costs covering shift work, overtime and weekends, fees, taxes and duties./ Số tiền đã bao gồm tất cả các loại chi phí cho việc làm theo ca kíp, ngoài giờ và cuối tuần, thuế, phí, chi phí khác nhưng chưa bao gồm thuế GTGT.

**1. Terms and conditions/ Các điều khoản và điều kiện:**

Total payment will be made within 30 days of receiving the valid payment documents as outlined in the Contract Form.

Thanh toán trọn gói sẽ được thực hiện trong vòng 30 ngày làm việc kể từ ngày nhận được chứng từ thanh toán hợp lệ theo quy định của Hợp đồng.



## Vung Ang II Thermal Power LLC

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## 2. Contact Person/ **Đầu mối liên hệ:**

Contact person :	Position
<b>Đầu mối liên hệ:</b>	<b>Chức danh</b>
Telephone :	Email:
<b>Số điện thoại:</b>	<b>Email:</b>

**Legal representative of Bidder**  
***Người đại diện pháp lý của Nhà thầu***  
*[Full name, position, signature and seal*  
*[Họ tên, chức vụ, chữ ký và con dấu]*



**Vung Ang II Thermal Power LLC**

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**ANNEX 03\_ CONTRACT FORM**

**PHỤ LỤC 03\_ MẪU HỢP ĐỒNG**

**(from the next page/ từ trang sau)**

# **FIREFIGHTING AND PREVENTION SERVICE CONTRACT**

**| 2025-2027 |**

**Between**

**VUNG ANG II THERMAL POWER LLC**

**AND**

**XXX COMPANY LIMITED**

**For**

**A**

**1200MW COAL FIRED THERMAL POWER PLANT**

**IN**

**VUNG ANG ECONOMIC ZONE, VUNG ANG, HA TINH, VIETNAM**

**Document No: GAC-CON-500XX**  
**Document Date: XX October 2025**

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## FIREFIGHTING AND PREVENTION SERVICE CONTRACT

This Firefighting and Prevention Service Contract (this “Contract”) is executed on: **XX October 2025** by and between:

**VUNG ANG II THERMAL POWER LLC** (“VAPCO”), a corporation organized and existing under the Laws of the Socialist Republic of Vietnam, with principal office at Vung Ang Economic Zone, Vung Ang Ward, Ha Tinh Province, Vietnam (herein after referred to as “The Owner”); and

Legal representative:

HO Address:

Tax code:

Email; phone:

**XXX COMPANY LIMITED**, a corporation organized and existing under the Law of the Socialist Republic of Vietnam, with principle office at ..., Vietnam (herein after referred to as “The Contractor”);

Legal representative:

Address:

Tax code:

Email;

Phone:

Bank account:

The Owner and the Contractor are collectively referred to herein as the “Parties”.

### RECITALS:

Whereas:

- A.** The Owner is in the process of constructing a 1,200 MW (net) / 1,320 MW (gross) coal-fired thermal Power Plant comprising two (2) Units located at Vung Ang Economic Zone in Ha Tinh Province, Vietnam (“Power Plant”) that, once built, will be operated and transferred to the Owner.
- B.** The Owner had appointed XXX Company Limited to supply firemen to Vung Ang II Thermal Power Plant.
- C.** The Contractor represents the necessary certification, specialized knowledge, expertise and resource to supply firemen under this Contract.
- D.** The Owner desires to engage the services of the Contractor to supply firemen to Vung Ang II Thermal Power Plant in accordance with the terms and conditions specified in this Contract.
- E.** The Contractor is willing and has agreed to supply firemen to Vung Ang II Thermal Power Plant in accordance with the terms and conditions specified in this Contract.

- F. The Owner and the Contractor desire to enter into this Contract pursuant to which the Contractor shall perform, and the Owner shall engage the Contractor for the performance of the services, pursuant to the terms and conditions herein set forth.

**NOW THEREFORE**, given the foregoing premises, the Contractor and the Owner (the “Parties”) hereby agree as follows:

## GENERAL TERMS AND CONDITIONS

### 1. OBJECT AND SCOPE OF THE CONTRACT

The object of the Contract is, during the term of the Contract Period, for the Contractor to perform the Works in accordance with stringent utility practice and best international operation and engineering standards, for a reliable, complete and efficient Power Plant and for the Power Plant to meet the specifications, standards, production rates and criteria set out in the PPA.

### 2. DEFINITIONS AND INTERPRETATION

**2.1.** Capitalized terms used and not otherwise defined in this Contract, including the recitals, shall have the meaning given to them under PPA. In addition, the following terms have the following meanings set forth below when used in this Contract:

**“Abandonment”** “Abandonment” by the Owner means the voluntary and permanent cessation of construction or operation, as the case may be, of the Power Plant or the withdrawal of all personnel by the Owner from all the Sites making it impossible for the Power Plant to be constructed or operated (other than in accordance with Good Utility Practices and the terms of PPA), provided that the Owner shall not be deemed to have abandoned the Power Plant so long as it is using all reasonable endeavours to regain control of the Power Plant or recommence its construction or operation.

**“Annual Contract Amount”** means the Annual Service Contract Amount as provided under Article 19 and SCHEDULE I.

**“Authorised State Body”** means the Ministry of Industry and Trade (MOIT) in the capacity of Authorised State Body as defined in Decree 63 (Decree No. 63/2018/ND-CP of the Government of Vietnam dated 4 May 2018 on public private partnership investment form).

**“BOT Charter”** means the charter of the BOT Company.

**“BOT Company”** means Vung Ang II Thermal Power Limited Liability Company.

**“BOT Contract”** means the Build-Operate-Transfer Contract between the Authorised Vietnam State Body, the Sponsor and the BOT Company for the implementation of the Project.

**“Community”** refers to the local residents around the Power Plant, including Vung Ang Ward and the other locations in Ha Tinh Province.

**“Consumables”** means all consumables for the Works excluding the consumables which are intended to be shouldered by the Contractor as part of variable cost items of Contractor’s overhead such as, but not limited to, office supplies.

**“Construction Contracts”** means one or more contracts with any contractor for the design, procurement, fabrication, erection, construction or commissioning of the Power Plant.

**“Contract”** means this Firefighting and Prevention Service Contract.

**“Contract Commencement Date”** means the specific date on which this Contract officially starts or becomes effective. The Contract Commencement Date is set for XX October, 2025, but it may be adjusted based on the Owner’s notification and the actual circumstances.

**“Contract Period”** shall have the meaning given to it under Article 3.1.a.

**“Contractor”** means XXXXXXXXXXXXXXXXXXXXXXXXXXXX.

**“Contractor’s Representative”** shall have the meaning given to it in Article 7.

**“Contract Year”** refers to a specific period or 12-month period during the duration of the Contract. Each Contract Year is defined as follows:

- Contract Year 1 : XX Oct, 2025 – XX Oct, 2026
- Contract Year 2 : XX Oct, 2026 – 19 Jun, 2027

**“CV(s)”** means curriculum vitae.

**“Damages”** means damages, losses, liability, costs, charges, expenses, fines or penalties of any kind or nature (including reasonable attorney’s fees) occurred during, but not limited to the Contract Year.

**“Deducted Amount”** shall have the meaning given to it under Article 21.4.b herein.

**“Environmental Requirements”** means:

- (a) all relevant environmental legislation, local environmental guidelines and any other relevant policies.
- (b) the World Bank Group Guidelines effective as at April 2008 for those environmental and social areas where the Governmental Authority has no particular requirements or where the World Bank Group Guidelines are more stringent than the Vietnamese and local requirements. and
- (c) the World Bank Group Environmental, Health and Safety Guidelines for Thermal Power Plants of April 2008.
- (d) Schedule 12- Environmental Requirements, under the BOT Contract.

**“EPC Contract”** means the engineering, procurement and construction Contract entered into by the Owner and the EPC JV of the Power Plant.

**“EPC JV”** means the Project’s engineering, procurement and construction Joint Venture of the Power Plant.

**“EVN”** means Vietnam Electricity, a public utility engaged in the generation, transmission, distribution and sale of electric capacity and energy in Vietnam, established according to Decree 26/2018/ND-CP dated 28 February 2018 regarding the regulations of organization and operation of Vietnam Electricity, or any relevant successor entity to which the Owner has agreed pursuant to the PPA.

**“Financing Documents”** means each of the loan contracts, guarantees, security agreements and other agreements to be entered into by the Owner with any one or more Financing Parties or between the Owner and the Sponsor (or any affiliate of the Sponsor), any contracts for political or comprehensive risk coverage, contracts relating to hedging of interest rates or currencies and other documents relating to the initial debt financing or any whole or partial refinancing of the Project or any additional financing, all of which have been entered into by the Owner and the Financing Parties.

**“Financing Parties”** means any and all parties providing debt or related credit support to the Owner pursuant to the Financing Documents.

**“Force Majeure”** shall have the meaning set forth in Article 27.

**“Good Operating Procedures”** means relevant practices, procedures and methods conforming to Applicable Laws and otherwise generally engaged in or approved by the international electric power supply industry in the course of operating and maintaining private power generation systems that, in any particular time, in the exercise of reasonable judgment by a skilled and experienced person seeking in good faith to perform its contractual obligations and in light of the facts which are known or which should reasonably have been known at the time a decision is made, would be expected to accomplish the desired result in a manner consistent with safety, reliability, environmental protection, economy, and expedition. Such practices, procedures and methods may evolve over time, but generally modified practices, procedures and methods shall be applied only with prospective effect and as shall be appropriate for a power station of the age and condition of the Power Plant. With respect to the Power Plant, and without prejudice to the generality of the foregoing, Good Operating Procedures shall include:

- a) maintenance of materials, resources and supplies adequate to meet the Power Plant’s needs under normal operating conditions and reasonably foreseeable abnormal operating conditions;
- b) the availability of sufficient operating personnel adequately experienced and trained to operate and maintain the Power Plant properly, efficiently and within the manufacturer’s guidelines, specifications and capable of responding to emergency conditions;
- c) the conduct of preventive, routine and non-routine maintenance on a basis that ensures reliable, long term and safe operation by knowledgeable, trained and experienced personnel utilizing proper equipment, tools and procedures;

- d) appropriate monitoring and testing during operation to ensure equipment is functioning as designed; and
- e) the operation of equipment in a safe manner and in a manner safe to workers, the general public and the environment, and with regard to defined limitations such as pressure, temperature, moisture content, chemical content, operating voltage, current frequency, rotational speed, polarity, synchronization and control system limits;

**“Good Utility Practice”** means those practices, methods, techniques and standards, as changed from time to time, that are generally accepted internationally for use in electric utility industries (which shall comply with Laws of Vietnam where carried out in Vietnam), and commonly used in prudent electric engineering and operation to design, engineer, construct, test, operate and maintain equipment lawfully, safely and economically as applicable to power stations of comparable size, service and type as the Power Plant.

**“Governmental Authority”** means (a) any foreign or domestic, national, federal, state, provincial, territorial, regional, municipal or local Government; (b) any department, commission, board, bureau, agency, court, tribunal, ministry, regulatory or other authority, instrumentality, judicial, fiscal, legislative, executive or administrative body of any entity described in item (a) above, however constituted; and (c) any public person, statutory or legal entity, person (whether autonomous or not) or any other subdivision of the foregoing, in each case having a legislative, judicial regulatory or administrative interest in or jurisdiction over any party to the Project Documents, the Project, the Power Plant (or the construction thereof), the EVN grid system (including any customer of EVN) or the person or matter in question.

**“Handover”** means that the Contractor hands over all document, data, work, equipment, and tools etc. related to this Contract to the new contractor, when this Contract is terminated, and the Contractor is changed.

**“HEZA”** means Ha Tinh Province Economic Zone Authority.

**“Interruption Period”** means the period of time (day) in which the Works are interrupted, without the prior approval from the Owner, and any resultant cost for such interruption shall be deducted from the total Contract Amount using the formula provided under Article 21.4.b herein.

**“Key Personnel”** means the Contractor’s personnel as identified in ATTACHMENT 1.

**“Law”** or **“Laws”** means any legislation, statute, act, decree, rule, order, treaty, regulation or announcement of interpretation, thereof which has been enacted, issued or promulgated by any Governmental Authority having jurisdiction over Owner, Contractor and the matter in question.

**“Materials”** means materials for the Works that will be attached to and have its role as part of the Power Plant and/or components thereof.

**“MOIT”** means the MOIT, or Ministry of Industry and Trade, is a governmental agency in Vietnam responsible for managing and regulating various aspects of the country’s industrial and trade sectors and an Authorised State Body which has authority to enter into and implement the BOT Contract pursuant to Decree 63.

**“Notice of Suspension”** shall have the meaning given to it under Article 28.1.

**“OneEnergy”** means OneEnergy Asia Limited who owns Vung Ang II Thermal Power LLC.

**“Owner”** means Vung Ang II Thermal Power LLC.

**“Owner Indemnities”** shall have the meaning given to it under Article 38.10.

**“Penalty”** shall have the meaning given to it under Article 8.8.

**“Performance Security”** shall have the meaning given to it under Article 20. herein.

**“Power Plant”** means the 1200MW net coal fired thermal power plant located in Vung Ang Ward, Ha Tinh Province, Vietnam, on a build, operate and transfer basis, and all other facilities constructed or to be constructed in respect thereof by the Owner to enable the Owner to fulfill its obligations under the PPA and including the switchyard facilities, access road, coal shed and Jetty.

**“PPA”** means the Contract entered into between the Owner and EVN for the sale of electricity by the Owner to EVN.

**“Project”** means the acquisition, design, development, engineering, procurement, construction, manufacture, erection, commissioning, testing, ownership, operation, maintenance, financing and transfer of the Power Plant.

**“Project Documents”** means any of:

- a) this Contract.
- b) the Vietnam Key Project Contracts.
- c) O&M contract (if any).
- d) the Construction Contracts.
- e) the Secondary Fuel Supply Agreement.
- f) the BOT Charter.
- g) the Financing Documents.

- h) insurance contracts.
- i) the Coal Supply Agreement(s).
- j) the Coal Transportation Agreement(s) (if applicable).
- k) the temporary areas land lease agreement between HEZA and the BOT Company covering the construction laydown areas, road areas and cooling water outfall areas for the Vung Ang 1 thermal power plant, all as are defined in such agreement.
- l) the Sea Areas Allocation Decision; and
- m) any other material contracts (mutually agreed between MOIT and the Owner) to which the Owner is a party and which is necessary for the financing, design, construction, ownership, operation and maintenance of the Power Plant.

**“Quality Assurance”** shall have the meaning given to it in Article 15.

**“Quality Assurance Plan”** shall have the meaning given to it in Article 15.1.

**“SBV”** means the State Bank of Vietnam.

**“Sea Areas Allocation Decision”** means Decision No. 2093/QD-BTNMT dated 15 August 2019 issued by the Ministry of Natural Resources and Environment (MONRE), in accordance with Decree 51/2014/ND-CP and the applicable Laws of Vietnam, that allocates to the BOT Company the right to use the sea site for the purposes of the Project throughout the operational term.

**“Secondary Fuel Supply Agreement”** means an agreement between the BOT Company and a secondary fuel supplier for the supply of secondary fuel.

**“Service Review Committee”** shall have the meaning given to it in Article 33.

**“Site”** means the land site and sea site on which the Power Plant including air and emissions monitoring systems and a water suction well, are to be located in Vung Ang Ward, Ha Tinh Province, Vietnam.

**“Site Regulations”** means the regulations produced by the Owner in consultation with the Contractor which set forth the safety, security, health and environmental standards, access procedures and rules of conduct that all persons on the Site must follow.

**“Sponsor”** means OneEnergy and any successors or assigns from time to time permitted pursuant to the provisions of the BOT Contract.

**“Staffing Plan”** shall have the meaning given to it in Article 4.2.

**“Takeover”** means that the new contractor takes over all documents, data, work, equipment, heavy equipment etc. related to this Contract from the EPC JV or former contractor.

**“Taxes”** means any tax, charge, tariff, duty or fee of any kind charged, imposed or levied, directly or indirectly, by any Governmental Authority, including any value-added tax, sales tax, stamp duty, withholding tax (whether on income, dividends, interest payments, fees, equipment rentals or otherwise), tax on foreign currency loans or foreign exchange transactions, excise tax, property tax, registration fee or license, water tax, or environmental, energy or fuel tax.

**“Tools and Operation Instruments”** means all tools and instruments needed for the Works which is normally expected to be a part of assets of the service company like Contractor for its own purpose and for the Works.

**“Trouble Memo (TM)”** means a written request for inspection and repair of Power Plant facilities. TM shall be issued by the Owner to make inspection, coordination and confirmation and to resolve breakdowns and defects of plant facilities.

**“Unit”** means each individual unit of the Power Plant.

**“Vacancy”** or **“Vacant”** refers to any absence from work, excluding paid leave stipulated in the regulations approved by the Owner, as set forth in Article 8.8.

**“Vietnam Key Project Contracts”** means any of (a) the BOT Contract; (b) the PPA; (c) the Government Guarantee and Undertaking (GGU); and (d) the Land Lease Agreement.

**“Vietnam State Body”** means any of the following bodies: the State President of Vietnam, the Prime Minister of Vietnam, the National Assembly of Vietnam, the Standing Committee of the National Assembly of Vietnam, the Government, including any ministry, any people’s committee, any people’s council, any general department, any State committee, SBV and any other government organ, including any local or provincial body or authority such as HEZA, the courts, enforcement bodies, procuracy offices, and any subdivision or successor bodies of the foregoing which take over the functions of any of the foregoing.

**“Works”** all works and services required to be performed by the Contractor, including fire fighting, prevention, safety measures, inspection of firefighting equipment, and all related incidental works.

**“Work Order”** means any instruction or request from the Owner in the form of TM, work order, work request and any other form of communication including verbal request followed by the documentation issued by the Owner such as material purchase, change of work period, etc. Work Order shall be issued to the Contractor by the Owner when it is necessary for the good operation and maintenance of the Power Plant.

**“World Bank Guidelines”** means the guidelines described as “Thermal Power – Guidelines for New Plants” in the Pollution Prevention and Abatement Handbook, 1998, published by the World Bank Group as in effect in April 2008.

## **2.2. Interpretation**

Save where a contrary provision appears:

- 2.2.a. a reference to “day” or “days” means, unless otherwise specified in the Contract, calendar day(s).
- 2.2.b. a reference to any person or entity is, where relevant, deemed to be a reference to or to include as appropriate, its successors and permitted assigns:
- 2.2.c. references to Articles are references to Articles of this Contract; references to Attachments are references to Attachments; and references to Schedules are references to Schedules, as attached to this Contract.
- 2.2.d. Attachments and Schedules form integral parts of this Contract and shall have the same force and effect as if expressly set out in the body of this Contract;
- 2.2.e. a reference to any agreement, deed or other instrument is to be construed as a reference to that agreement, deed or other instrument as it may have been or hereafter be, from time to time, amended, varied, supplemented, restated or otherwise modified;
- 2.2.f. a reference to a statute or statutory instrument or accounting standard or any provision thereof is to be construed as a reference to that statute or statutory instrument or accounting standard or such provision thereof as may have been, or from time to time hereafter be, amended, replaced or re-enacted;
- 2.2.g. words importing the plural shall include the singular and vice versa;
- 2.2.h. the words “include” or “including” shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases or words of like import; and
- 2.2.i. the headings in this Contract are for convenience only and shall not affect the interpretation of this Contract.

## **3. CONTRACT PERIOD AND COMMENCEMENT OF THE WORKS**

### **3.1. Contract Period**

3.1.a. The Contract Period shall commence on XX Oct, 2025, and shall end on the date falling 20.6 months (19 Jun, 2027) therefrom, subject to renewal according to such terms and conditions as may be mutually agreed upon by the Parties hereto.

3.1.b. Should the Parties fail to reach a new contract three (3) months before the end of the Contract Period, the Owner will proceed with the bidding process for the new contractor. However, the Owner may, at its own discretion, select a new contractor regardless of the above schedule.

### **3.2. Commencement of the Works**

After the signing of this Contract, the Contractor shall provide services reasonably required for the preparation of the Works.

## **4. CONTRACTOR'S OBLIGATIONS**

4.1. During the term of this Contract, the Contractor on behalf of the Owner, shall at all times maintain the Power Plant in compliance with the requirements of the PPA. The Contractor shall carry out such Works in accordance with current internationally accepted practice and with all appropriate diligence and care.

4.2. The Contractor shall provide in a timely manner all personnel required to carry out the Works in accordance with the requirements of this Contract. The Contractor shall maintain the manpower in accordance with the Staffing Plan as indicated in SCHEDULE III as agreed and approved by the Owner, during the Contract Period. The Contractor shall be responsible for its personnel in the execution of the Works.

4.3. In addition to the personnel specified in the Staffing Plan described in Article 4.2, the Contractor shall also provide in a timely manner experienced design, engineering and supervisory personnel as may from time to time be required to address equipment failures, emergency recovery and/or restoration work, and other necessary tasks at the Owner's request, which the Contractor's regular staff cannot resolve despite being the Contractor's responsibility. These services shall be provided as quickly as possible and at the Contractor's expense. The personnel provided by the Contractor under this Article 4.3. shall be considered as Key Personnel for the purposes of this Contract.

4.4. The Contractor shall render the Works with professional and technical knowledge on the performance of the job, and make diligent effort for the Owner's best interest.

- 4.5.** The Contractor shall be deemed to have satisfied itself as to all the conditions and circumstances which may affect the Contract Amount and the performance of its obligations under this Contract. Where the Contractor has received representations, reports, drawings, surveys, operating and maintenance manuals from the Owner, it shall be obliged to make full inquiry, to the extent necessary, as to the sufficiency and accuracy of the same.
- 4.6.** The Contractor shall at its own expense carry out any alterations or remedial work necessitated by such discrepancies, errors, or omissions which the Contractor is responsible for.
- 4.7.** The Contractor shall coordinate with the local firefighting police departments for inspections and addressing of the Power Plant's firefighting and prevention issues accordingly.
- 4.8.** The Owner has the right to direct the Works, and the Contractor shall perform the Works.
- 4.9.** The Contractor shall follow instructions, directions and orders given by the Owner's representative(s) or supervisor(s) in the performance of the Works under this Contract including the period within which the particular portion of the Works should be completed. Instructions given by the Owner or its representative(s) or supervisor(s) shall be in writing or through a system (if applicable), provided that, if for any reason, the Owner, representative(s) or supervisor(s) consider it necessary to give any such instruction orally, the Contractor shall comply with such instructions. Confirmation in writing of such oral instructions given to the Contractor, whether before or after carrying out the instruction, shall be deemed to be an instruction within the meaning of this Article. In case where there is conflict between the Owner's representative(s) or supervisor(s) and the Contractor's opinion on the Works, the Contractor shall inform the Owner of its opinion and/or risk of the Owner's representative's or supervisor's opinion and may follow the Owner's instruction at the Owner's risk and liability.
- 4.10.** The Contractor shall observe and comply with all applicable Laws, regulations, orders and other statutory provisions adhered to at the Power Plant. The Contractor shall assume full responsibility for the payment of all social security systems, trade union fees, premium health insurance fees, fringe benefits and other payroll taxes and assessments imposed with respect to its employees. The relationship between the Owner and the Contractor is the one between an Owner and an independent Contractor, and nothing in this Contract shall be construed as establishing an employer-employee relationship between the Owner and the Contractor or any of the Contractor's officers, employees, or subcontractors.

- 4.11.** The Contractor shall indemnify and hold harmless the Owner from any and against any claim of employees or laborers of the Contractor or its subcontractor for unpaid wages workmen's compensation, termination pay, or other benefits arising out of their employment in relation to the performance of this Contract. This indemnity shall survive the termination of this Contract.
- 4.12.** The Contractor shall be at the Power Plant for all working hours to perform the Works and shall get the Owner's permission if the Contractor cannot perform the Works during working hours.
- 4.13.** The Contractor shall coordinate any activities with the Owner for the protection of the Power Plant, including/pertaining to the materials and any other facilities and property existing in and adjacent to the Power Plant.
- 4.14.** The Contractor shall maintain workable and harmonious relationship with personnel of the Owner, its agent, other contractors and vendors.
- 4.15.** The Contractor shall complete the Works to the satisfaction of the Owner within the given period of the following:

  - 4.15.a. With respect to the Fire & Safety technician works specified in ATTACHMENT 1.
- 4.16.** When necessary, the Contractor shall obtain or make, in the name of the Owner, any agreement, consent or approval from or with any person necessary for the performance of the Works contemplated by this Contract. The Owner shall not unreasonably withhold its ratification the same in writing, upon receipt of the written notice thereof with a copy of the relevant document from the Contractor to the satisfaction of the Owner. Unless so ratified, such agreements shall not bind the Owner.
- 4.17.** Perform the Works so that it meets all requirements of all applicable consents in effect at the time the Works are performed.
- 4.18.** During the performance of the Works, maintain the Power Plant at all times free of waste material and rubbish which are related only to Fire & safety
- 4.19.** Cooperate with the engineering efforts of all subcontractors and the other contractors of the Owner.
- 4.20.** Procure, as required, and transfer to the Owner all proprietary rights, approval, licenses, agreements and permissions to use materials, methods, processes and systems incorporated in the Power Plant which are necessary for the proper execution of the Works.

- 4.21. Where applicable, ensure that it will abide by all applications of the PPA and such other agreements entered into by the Owner. In this regard, the Contractor agrees that, insofar as the PPA describes the requirements covering the technical specifications of the Power Plant as provided for under the PPA, the obligation of the Owner to EVN under the PPA (including its schedules and references) will be the obligations of the Contractor to the Owner under this Contract but the Contractor's obligations shall be limited only to the Contract.
- 4.22. Any cost incurred by the Owner as a result of the Contractor's failure to comply with the agreed Staffing Plan shall be settled as set forth in Article 21.2.

## 5. DUTIES AND RESPONSIBILITIES

- 5.1. The Contractor is obligated to perform its duties diligently to ensure that the Power Plant can carry out its planned power generation operations without any hindrance. Upon signing the Contract, the Contractor shall ensure that all the requirements for staff CVs requested by the Owner and committed by the Contractor during the bidding stage are met. Additionally, sufficient training shall be provided to ensure the stable operation of the equipment before deployment. In the case of deploying new personnel or making changes, the Contractor shall submit the CVs of the new employees to the Owner in advance according to the following criteria:
  - 5.1.a. Local employees: two (2) months in advance prior to the deployment
- 5.2. Key Personnel shall meet the qualification set forth in ATTACHMENT 1 and get the Owner's approval before the deployment to the Power Plant. Key Personnel shall be approved through an interview which is conducted by the Owner within two (2) weeks after the submission of CVs.
- 5.3. An interview of the first dispatched Key personnel shall be conducted prior to signing the Contract.
- 5.4. Key Personnel shall meet the qualification set forth in ATTACHMENT 1.
  - 5.4.a. Hereof, the required qualifications include but not limited to:
    - 5.4.a.1. competence and experience in the position in which they will be employed and;
    - 5.4.a.2. competence in reading, writing, speaking and understanding the English language in relation to such position.
  - 5.4.b. If the Contractor fails to deploy personnel meeting the CV requirements, the Owner may terminate the Contract or reduce the Contract Amount.

- 5.4.c. Subject to Article 5.1., if the CVs do not provide the required information set forth in ATTACHMENT 1, the Owner may request supplemental information regarding such personnel within five (5) days after receiving CVs from the Contractor. Otherwise, the Owner shall have ten (10) days after receipt of CVs to approve or disapprove the relevant personnel. If the supplemental information is requested, the Contractor shall supply the requested information within five (5) days from receipt of the Owner's request. The Owner shall have ten (10) days after receipt of such information to approve or disapprove the relevant personnel. In case of any disapproval, the Owner shall advise the Contractor of the reason or reasons for such disapproval. The Contractor shall then provide the Owner with the CVs of one or more alternative persons within the period agreed upon by the Parties, and the procedures set forth above shall apply.
- 5.4.d. The failure of the Owner to approve or disapprove any such personnel within the time periods provided shall constitute the Owner's approval of such personnel.
- 5.4.e. Any Key Personnel may be transferred, replaced, removed or changed, provided the Contractor notifies the Owner of the proposed transfer, replacement, removal or change; provided, the Contractor may terminate any Key Personnel for cause without obtaining the Owner's prior approval of such Key Personnel's proposed replacement; provided further, in the event of any such termination of any Key Personnel for cause or in the event of the death, retirement or resignation of any Key Personnel, the Contractor shall follow the foregoing provisions on the assignment of a replacement for such Key Personnel.
- 5.4.f. The Contractor shall be responsible for training and familiarization of the Key Personnel with the Power Plant, subject to the reasonable assistance by the Owner.
- 5.5.** The Contractor shall establish regulations to manage personnel in accordance with the Law and the Owner's regulations, and submit these regulations to the Owner for approval thirty (30) days before Contract Commencement Date. If deployed personnel violate these regulations, show negligence in their duties, or fail to perform tasks justifiably directed by the Owner, the Contractor shall replace the personnel upon the Owner's request, provided that the Owner specifies the reasons for such request and allows the Contractor maximum two (2) months to make corrective actions and replacement. In such cases, Articles 8.8. and 4.22. will apply
- 5.6.** The Contractor is responsible for providing training to maintain the competency of personnel deployed to the site. The Contractor is responsible for the safety of personnel and equipment associated with the performance of these duties.

5.7. The Contractor shall diligently manage all equipment and materials provided by the Owner, and is responsible for restoring any Damage caused to them if the Damage is caused by the Contractor and excluding any Damage caused by other parties. In such cases, the burden of proof rests with the Contractor.

5.8. The Contractor shall comply with any service notifications issued by the Owner to ensure the smooth execution of this Contract. If failure to comply is anticipated to result in significant losses for the Owner, the Owner may take necessary actions, and the associated costs may be deducted from the Contractor's payment through mutual agreement.

## 6. PROCEDURES FOR PERFORMING DUTIES

### 6.1. Instructions for duty performance

The Owner or an employee delegated with the authority (hereinafter referred to as "related staff of the Owner") shall notify the Contractor in writing in advance of important matters necessary for performing duties. However, if immediate implementation is required due to urgency, the notice may be given verbally first and followed up in writing later. Related staff of the Owner may verbally notify the Contractor of routine matters performed during the duties, and the Contractor shall perform these diligently.

### 6.2. Performance and reporting of duties

6.2.a. The Owner has established the following responsibilities for thorough duty management, and the Contractor shall actively cooperate with this:

6.2.a.1. Overall responsibility: Health, Safety, Security and Environment (HSSE) Department

6.2.b. The Contractor shall report the previous day's work performance to the related staff of the Owner daily and submit a comprehensive monthly report on the previous month's duty performance to the Owner in writing when requesting monthly progress payments.

6.2.c. The Contractor should submit the weekly work report. If there are changes in operational personnel due to reasons such as retirement or transfer related to this Project's duty performance, the Contractor shall prepare an operational duty performance plan and consult with the head of the responsible department of the Owner in advance.

### 6.3. Cooperation in duties

The Contractor shall actively cooperate if the Owner requests the operation and stoppage of the relevant equipment for inspection, maintenance, performance testing, or other necessary reasons. In the event of facility or

personal accidents during the performance of duties, the Contractor shall immediately report the details verbally to the related staff of the Owner and submit a detailed report in writing within the time specified by the Owner.

## **7. CONTRACTOR'S REPRESENTATIVE**

- 7.1.** Within fourteen (14) days after the signing of this Contract, the Contractor shall designate from among the personnel referred to in Article 4.2. above, a competent and experienced person satisfactory to the Owner to serve as the Contractor's representative (the "Contractor's Representative") who shall be responsible for the administration, supervision, coordination and execution of the Contractor's obligations hereunder.
- 7.2.** The Contractor's Representative shall be authorized to represent the Contractor for all purposes under this Contract, and notices, approvals and consents given to or received from the Contractor's Representative shall have the same effect as if given to or received from the Contractor. The Contractor shall notify the Owner from time to time of any changes in the address of the Contractor's Representative for the purposes of the notice provisions of Article 38.5.
- 7.3.** The Contractor's Representative, however, shall not have the authority to waive, amend, modify or revise any provision of this Contract, unless so authorized in writing by the board of directors of the Contractor or any equivalent person, committee or entity of the Contractor.
- 7.4.** If the Contractor wishes to replace the Contractor's Representative, it shall submit CV for the replacement Contractor's Representative to the Owner at least three (3) months in advance.

## **8. MANAGEMENT OF CONTRACTOR'S PERSONNEL**

- 8.1.** Submission of compliance commitment for working conditions

The Contractor shall submit a compliance commitment for working conditions in accordance with the detailed criteria for the Contract. The Owner shall review its adequacy and may request improvement if necessary.

- 8.2.** Mandatory staffing of operational personnel on the Power Plant

The Contractor shall station the necessary operational personnel at the Power Plant to ensure stable operation of the power facilities. The Contractor shall notify the Owner of the staffing status of operational personnel for the Power Plant on a monthly basis.

- 8.3.** Compliance with Owner's regular working hours

The Contractor's regular working hours shall follow the Owner's regular working hours including shifts. The Contractor shall mobilize personnel for

routine Works and prepare itself for an emergency during holiday and at night by establishing an emergency plan and detailed procedures which shall be incorporated in the Contractor's Operation Plan.

**8.4. Restrictions on personnel replacement**

Before the assignment of any Key Personnel, the Contractor shall provide the Owner with CV, detailing the experience of each of such personnel. In case of local Key Personnel, the submission of CV is required at least two (2) months prior to the assignment.

**8.5. Mandatory replacement of inadequate personnel**

If it is proven that the Contractor's personnel have failed to observe their obligations under this Contract or that the personnel have failed to use proper skill, care and diligence in carrying out their obligations under this Contract, the Contractor shall dispatch the replacement personnel upon the Owner's request. The Contractor shall ensure that the prolonged absence of the personnel shall not affect its ability to perform the Works; otherwise, it shall be liable to the Owner for any Damage or loss that may be suffered by virtue of said personnel's prolonged absence. The expenses for replacement shall be borne by the Contractor. The Contractor shall adhere to the procedure as set out in Article 5 for the replacements. In such cases, the Contractor is required to follow the time schedule as specified in Article 5.4.c. The personnel replaced for such reasons cannot be redeployed. The Contractor shall immediately replace the personnel if found to be working under the influence of dangerous drugs or alcohol or that their presence have become prejudicial to the interest or safety of the Owner, its employees, agents and other contractors.

**8.6. Responsibility for deployed personnel**

The Contractor is fully responsible for the personnel deployed in relation to the performance of the services. The Contractor cannot raise objections to any reductions in Contract Amounts or other actions resulting from Contract violations or non-compliance.

**8.7. Permission of Key Personnel changes**

The Contractor shall not replace dispatched Key Personnel without the Owner's prior written permission.

**8.8. Penalty for non-compliance**

If the Contractor violates any of the criteria from Article 8.1. to Article 8.7. or in the event of a Vacancy among the Contractor's employees, direct labor costs and indirect costs shall be deducted from the Contract Amount based on the following criteria:

- 8.8.a. Day duty employee: prorated deduction of the date of Vacancy from twenty two (22) business days/person/month.
- 8.8.b. Shift duty employee: prorated deduction of the hour of Vacancy from one hundred seventy six (176) working hours/person/month. However, if another shift duty employee covers the Vacancy as a substitute, the deduction can be exempted for up to thirty (30) days from the start of the Vacancy, and substitutes are allowed for up to 20% of the total number of shift duty employees.
- 8.8.c. Direct labor costs and indirect costs refer to the in SCHEDULE I.
- 8.8.d. If the Contractor's employee Vacancy exceeds thirty (30) days, the Owner has the right to hire a replacement, and the Contractor shall bear the Owner's recruiting costs (equal to one (1) month's salary) as well as the full salary of the replacement.

## **9. PROVISION AND MANAGEMENT OF EQUIPMENT**

- 9.1. The Contractor shall utilize the Owner's firefighting and prevention equipment and others when deemed necessary for the performance of this Contract.
- 9.2. When the fire fighting and prevention equipment and others break down due to negligence of the Contractor, the Contractor shall pay for the repair of the equipment. Should the repair of the same prove to be unviable, the same shall be replaced at the expense of the Contractor.
- 9.3. During the period that the Contractor uses the fire fighting and prevention equipment and others of the Owner, the risk of loss or Damage to such tools and equipment, other than its normal and ordinary wear and tear, shall be borne by the Contractor with corresponding liability to replace the same and to pay Damages thereof.
- 9.4. The Contractor shall provide all necessary personal protective equipment (PPE) and safety equipment at their own expense to their employees.
  - 9.4.a. Protective clothing (coveralls, work suits, etc.)
  - 9.4.b. PPE (safety helmets, goggles, safety shoes and boots, etc.)
  - 9.4.c. Noise-reduction equipment (earplugs, noise-canceling headphones, etc.)
  - 9.4.d. Dust and air purification equipment (air purifiers, masks, etc.)
- 9.5. The Owner shall provide fuel, consumables and parts necessary for the operation and maintenance of the Owner's firefighting and prevention equipment and truck.

## 10. USE OF FACILITIES AND WELFARE FACILITIES

**10.1.** The Owner shall provide the Contractor with access to the following utilities at the Plant:

10.1.a. Electricity

10.1.b. Water

10.1.c. Waste disposal

**10.2.** COST SHARING (Based on the Contractor's Staff)

10.2.a. Calculation: The Contractor's share of the total monthly utility cost shall be determined by the following formula:

Contractor's Utility Cost

= (Number of Contractor's staff on-plant in a given month) x (Utility Rate)

"Number of Contractor's staff on-plant in a given month" means the maximum total number of Contractor's employees and subcontractors present at the Project Plant during normal working hours in that month. The Contractor shall provide a monthly report to the Owner, by the [NUMBER] day of the following month, detailing the number of staff present each day. The report shall include name and position of staff, hours worked each day and days worked each month.

"Utility Rate" is as specified in SCHEDULE II attached herewith.

10.2.b. Verification: The Owner has the right to reasonably verify the Contractor's staff count through methods such as Plant visits, review of time sheets or entry log through facial recognition attendance system. Any discrepancies shall be resolved through good-faith negotiation.

**10.3.** ENVIRONMENTAL FEE

The Contractor shall be responsible for the environmental fee imposed on water disposed of at sea, charged at a fixed monthly amount as specified in SCHEDULE II. This amount may be adjusted in response to significant changes in the environmental rates mandated by Vietnamese law, as the case may be.

**10.4.** PAYMENT

The Contractor's payment to the Owner for utilities usage and environmental fee shall be offset monthly with the main Contract's payment, unless otherwise agreed.

**10.5.** The Contractor is entitled to use the workshop of the Owner without charge, but shall be responsible for maintaining the equipment in good condition and shall be liable to replace any damaged equipment and/or parts.

- 10.6. The Owner shall provide the Contractor's personnel with free access to the Power Plant; provided however, that nothing herein shall be construed as an obligation of the Owner to be responsible for the safety and security of the Contractor's personnel.
- 10.7. The Contractor shall be responsible for initiating, maintaining and supervising all necessary safety precautions and programs in connection with the Works in completed and timely manner in accordance with Article 17 and Article 18 in this Contract, applicable Laws, and safety plan.
- 10.8. All materials which are stored at a location other than what is provided on the Power Plant shall be (a) stored in a warehouse on the location approved in advance by the Owner, and (b) properly tagged and identified for the Power Plant and segregated from other goods. All equipment shall be labeled with permanently affixed durable nameplates including the manufacturer's name, model number, serial number, tag number and all other appropriate design parameters.
- 10.9. The Owner will exert its best effort to provide the necessary area within the Power Plant for workspace facilities of the Contractor's personnel. For avoidance of doubt, the Contractor will produce and/or establish the residential facilities and properly implement the residence registration for their own staff without charging the additional cost to the Owner.
- 10.10. If the Contractor uses equipment provided at the site for the execution of this Contract, the Owner or its other contractors shall bear the costs of maintenance and replacement of such equipment.
- 10.11. When the Contractor requests the use of experimental facilities and other equipment for the inspection of operational performance related to firefighting and prevention equipment and auxiliary equipment, the Owner will provide such access and cooperation. The Owner will cover any incremental costs associated with the use of these facilities, if the Owner agrees in writing.

## 11. AVAILABILITY OF RELATED DOCUMENTS

The Contractor shall maintain records on-site to ensure continuous monitoring of the operating status and task performance of firefighting truck and fire prevention and firefighting equipment on a shift-by-shift basis. The preservation period for these record logs shall be determined through consultation with the Owner. These records shall include but are not limited to:

- 11.1. Equipment operation and maintenance log sheets (log sheets and charts for measuring devices)
- 11.2. Operators shift handover logs
- 11.3. Work request issuance and processing logs

- 11.4. Equipment operation safety tag issuance and processing logs
- 11.5. Other operational instructions for major equipment as designated by the Owner

## **12. WORKS RELATED DOCUMENTS**

- 12.1. The Contractor shall submit the following documents on the Works when inspection on completed work is requested. The Owner shall confirm if the Works are carried out during the inspection on completed work:
  - 12.1.a. Progress of Trouble Memo (“TM”) and work request
  - 12.1.b. Other documents on work required by the Owner
- 12.2. The Contractor shall maintain in good order at the Power Plant one (1) record copy, and shall furnish additional copies thereof to the Owner, if requested.
- 12.3. Prior to the release or dissemination of work-related documents, the Contractor or any subcontractor shall obtain the Owner’s written approval of any announcement, publication, photograph or other type of communication concerning this Contract, the Power Plant or the Works.

## **13. COMMENCEMENT AND COMPLETION OF NEW DUTIES**

- 13.1. To facilitate the smooth mobilization of the Contractor’s personnel for new duties, the Owner shall notify the Contractor in writing, two (2) months for local personnel in advance if additional personnel are needed.
- 13.2. If the Owner intends to terminate the operation duties of the Power Plant specified in Article 2 according to the power supply strategy of the Vietnamese Government or the Owner’s Power Plant operation plan, the Owner shall notify the Contractor in writing at least three (3) months before the termination date. If there is a delay in notification due to the Owner’s Power Plant operation plan, the termination date can be decided through mutual consultation with the Contractor.
- 13.3. To ensure the stable operation of newly constructed facilities, the Contractor shall submit a personnel deployment plan for the commissioning period and obtain the Owner’s approval. The Contractor shall diligently perform tasks such as individual equipment commissioning and comprehensive commissioning.

## **14. TECHNOLOGY CONTROL**

- 14.1. The Contractor shall publish a regular report on the result of Works and make full use of the report for Works.

- 14.2. The Contractor can utilize technological material of the Owner such as instruction and operation of the Power Plant, operation guideline, design, and reference books subject to the Owner's prior consent in writing. The security related technological materials should be used according to security guidelines and the Contractor shall inform its personnel of this guideline with the help of the Owner.

## 15. QUALITY ASSURANCE

- 15.1. The Contractor shall carry out quality assurance activities in order to secure quality assurance on the Works ("Quality Assurance"). It shall also submit a quality assurance plan that meets the quality assurance conditions proposed by the supplier or the Owner within one (1) month after the Contract ("Quality Assurance Plan"). It shall implement the plan and idea proposed by the Owner after its review.
- 15.2. The Contractor shall review the quality assurance plan of their subcontractors (if any) and check the implementation of the plan and carry out the same level of quality assurance activities.
- 15.3. The Contractor shall draw up and carry out procedures on the Quality Assurance Plan. It shall also submit a related procedural plan and have it reviewed by the Owner.
- 15.4. The Owner shall conduct inspection, supervision and test of Quality Assurance Plan in order to monitor implementation by the Contractor or a subcontractor. The Contractor shall submit related materials for inspection, supervision and test of Quality Assurance Plan at the request of the Owner. The Contractor shall be given the access to and review the Power Plant's operation documents.
- 15.5. The Contractor shall submit a report on correction for inspection, supervision and test of Quality Assurance Plan within a correction period. If the correction is expected not to be completed within a given period, the Contractor shall explain the reasons within the correction period and get an approval from the Owner.
- 15.6. The Owner shall stop the processing of the transaction with the Contractor regarding the Works when it considers the quality assurance activities of the Contractor to be inappropriate. After the correction measures are performed to the Owner's satisfaction, the Owner shall normalize the processing. The suspension and resumption of processing are ordered in paper and the resulting delay shall be considered Contractor-caused delay.
- 15.7. The Contractor shall conduct tests and inspections of Tools and Operation Instruments that are not only required by the Owner but also needed for implementing technology standards, design standards and contracts at its own expense.

- 15.8. The test and inspection are conducted in accordance with the related regulations. If there is a difference in standards, the stricter one will govern.
- 15.9. When the Contractor cannot conduct a test with its facility, the Contractor shall assign the test to an authorized organization or an organization recognized by the Owner, and shall be subject to the Owner's prior approval.
- 15.10. In case the normal Works are hindered or delayed due to the Contractor's negligence, defective work, lack of due care and non-compliance with Good Operating Procedures, the Contractor shall immediately start to remedy the particular portion of the Works, but also for the subsequent retesting and/or complementary measures otherwise specified in this Contract. Such remedy work shall not be withheld in any event even though there is a pending argument on the cause of such case.
- 15.11. The Contractor shall deliver the Works that pass the test and submit related documents to the Owner within a designated period on the Contract. The Owner can reject the acquisition when defects are found after review.

## **16. TRAINING AND PROVISION OF MATERIALS**

- 16.1. The Contractor shall establish and implement procedures necessary for education and training and shall conduct education or training for all personnel performing tasks affecting quality.
- 16.2. The Contractor shall also submit an education and training plan ("Education and Training Plan") one (1) month prior to the Contract Commencement Date.
- 16.3. Personnel performing tasks such as special processes, testing, inspections, or other assigned duties shall be qualified based on appropriate education, training, and experience as required.
- 16.4. Upon the Contractor's request, the Owner shall provide all necessary materials for duty performance, such as operation manuals, owned by the Owner. However, security-related technical materials shall comply with the Owner's security handling guidelines.
- 16.5. During the construction period, on-site training shall be intensively carried out during the individual equipment commissioning period conducted by the EPC JV. The Contractor shall participate in the job training provided by the EPC JV. The Owner shall provide commissioning procedures, operation manuals, equipment specifications, and other related materials required for comprehensive commissioning to ensure thorough training cooperation.

## **17. COMMUNITY SUPPORT, SECURITY AND SAFETY**

- 17.1. Community support

17.1.a. The Contractor shall keep a good relationship with the Owner's personnel and residents of the local Community.

17.1.b. The Contractor shall keep itself from doing anything that will harm the Owner's reputation as well as its own, and maintain good relationship with the Community.

17.1.c. The Contractor shall support the Owner's Community support program and accede to the Owner's request thereon.

**17.2. Security management**

17.2.a. Considering that the work site for the performance of duties is a special facility, the Contractor shall comply with the Owner's security regulations.

17.2.b. The Contractor shall submit one (1) copy each of the necessary certificates (basic certificate, criminal record, statement of identity) issued by the Governmental Authorities and health checkup result issued by the hospital for background checks for personnel deployed in relation to the performance of duties, and shall not deploy individuals who are deemed unsuitable for the tasks. However, personnel requiring initial background checks due to contract renewal or workplace relocation related to the performance of duties may be exempted from submitting certificates and health checkup results.

17.2.c. The contractor shall not deploy personnel unsuitable for the job, such as those with criminal experience (drug use, gambling, assault, etc.), those with infectious diseases, and those who may disrupt the work atmosphere due to conflicts with coworkers.

**17.3. Safety management and disaster prevention**

17.3.a. The Contractor shall comply with relevant safety Laws and the Owner's safety and health management regulations enforced at the Power Plant and submit daily, weekly and monthly reports to the Owner on the safety and prevention inspection during the Contract, and promptly rectify and report any safety and health issues identified. The Contractor shall exercise extraordinary diligence to prevent possible accidents.

17.3.b. The Contractor shall bear full responsibility for incidents such as fires, thefts, losses, Damages caused by the Contractor's fault or negligence, or that of its employees or agents; not comply with obligations such as wearing protective equipment and using safety gear, as well as for the safety of subcontractors' employees or workers.

- 17.3.c. The Contractor shall proactively eliminate hazards related to driving and take appropriate measures to prevent equipment safety accidents.
- 17.3.d. The Contractor shall train all manpower on safety and security regulations periodically. The Owner shall provide related information. The manpower shall wear safety gear and follow the safety rules during Works.
- 17.3.e. The Contractor shall take preventive measures in order to prevent accident such as fire, collapse, electric shock and strangulation.
- 17.3.f. The event of an industrial accident, the Contractor shall prioritize rescue operations for the injured party, and immediately report the incident to the Owner. Particularly, the Contractor shall verify daily whether any accidents occurred that day after the conclusion of daily operations. In cases of concealing industrial accidents, the Contractor shall take strict disciplinary action against those involved.
- 17.3.g. The Contractor shall cooperate with instructions from the Owner's department head to prevent and recover from natural disasters (typhoons, floods, heavy rains, etc.) and unexpected accidents. The Contractor shall conduct general safety training during the contract to prevent accidents involving human safety; shall engage in duties after wearing safety gear.

## **18. ENVIRONMENT MANAGEMENT**

- 18.1. The Contractor acknowledges and admits that the Owner shall implement approval, permission, court report and legal analysis with regard to the environmental Laws. To this end, the Contractor shall actively cooperate with the Owner.
- 18.2. The Contractor shall comply with all environmental Laws, rules and regulations in the conduct of its Works. The Owner shall assume no liability for any adverse effect on the environment or the protection thereof arising out of or in connection with the Works for the Power Plant due to the fault or non-compliance of the Contractor with applicable environmental Laws, rules and regulations.
- 18.3. The Owner shall carry out all administrative tasks related to obtaining permits and licenses as required by environmental Laws. The Contractor shall actively cooperate with the Owner by submitting all necessary documents.
- 18.4. The Contractor shall be responsible for any emission charges and administrative penalties (fines, penalties, legal liabilities, etc.) imposed on the Owner due to the Contractor's fault.

**18.5.** Regarding waste management, the Contractor shall segregate waste generated during the performance of their duties according to the methods specified in all environmental Laws, rules and regulations and store it at the designated location specified by the Owner. The Owner will handle the stored waste. Other detailed matters shall be governed by the internal regulations of the Power Plant.

## **19. CONTRACT AMOUNT**

**19.1.** The Annual Contract Amount is the Annual Contract Amount of Firefighting and Prevention Service as specified in SCHEDULE I. It is exclusive of value added tax (VAT) and inclusive of all other applicable fees, taxes and duties. All other applicable fees, taxes and duties mentioned herein are fixed and shall not be subject to future changes.

**19.2.** The Parties hereby confirm and agree that the sum of the Annual Contract Amount stipulated in SCHEDULE I of this Contract and corresponding VAT, along with any settlement of the Penalty during the Contract Period, constitutes the full payment the Owner owes to the Contractor. By paying these amounts, all costs and proper profits of the Contractor shall be deemed to have been duly and fully reimbursed by the Owner.

## **20. PERFORMANCE SECURITY**

**20.1.** The Contractor shall maintain the Performance Security equivalent to no less than five percent (5%) of the total Annual Contract Amount for the whole duration of the Contract Period in the form of a bank guarantee issued by a reputable bank or credit institution legally operating in Vietnam as provided under SCHEDULE IV of this Contract. The Contractor shall procure and submit the Performance Security to the Owner within two (2) weeks from the signing date of this Contract.

**20.2.** To the extent the Owner makes a demand and is paid under this Performance Security, the Contractor shall promptly procure that such Performance Security be reinstated for its full value within five (5) business days after any drawing.

**20.3.** The Owner may draw on the Performance Security or set off against the due and payable to the Contractor the amount of accumulated Penalty and Damages arising out of the Contractor's default, breach of Contract, negligence, etc.

**20.4.** The Contractor shall ensure that its Performance Security shall remain valid until three (3) months after the end of the extension period of this Contract, as may be applicable.

## **21. PAYMENT TERMS**

- 21.1.** Regarding regular Contract Years, the Owner shall pay the Contractor monthly an amount equal to one twelfth (1/12) of the sum of the Annual Contract Amount, applicable VAT amount at the time of invoice issuance, subject to Article 21.3.
- 21.2.** Regarding the Penalty specified in Article 8.8., both Parties shall review the settlements every month. The Owner may deduct the Penalty from the Owner's monthly payment as specified in Article 21.1., during the month of settlement.
- 21.3.** The invoice for monthly payment shall be supported by proper and reasonable evidence.
- 21.4.** The Owner shall pay the fixed amount calculated as set out in Article 21.1. every month at the request of the Contractor within thirty (30) days from the date the invoice was received; provided that, the Owner does not have any objection to the requested amount. In case of objections as to the amount requested, the Owner shall immediately (within seven (7) days) transmit its objections to the Contractor and the Parties shall resolve the matter in the soonest possible time.
- 21.4.a. When the delay and problems in Works which are caused by the Contractor, that are likely to result in losses to the Owner, the Owner first informs the Contractor in writing then can outsource the Works to a third party. In such cases, the burden of proof rests with the Contractor. The cost incurred for such outsourcing shall be deducted from the Annual Contract Amount to be applied to the immediately submitted invoice.
- 21.4.b. The Contractor shall not interrupt Works without prior approval from the Owner. Otherwise, any resultant cost for such interruption shall be deducted to the Annual Contract Amount using the following formula:
- $$\text{Deducted Amount} = (\text{Annual Contract Amount} / 365) \times \text{Interruption Period}$$
- 21.4.c. All payment requests including documentary evidence based on work records and any other reimbursable expenses shall be submitted together with the payment request.
- 21.5.** All payments due to the Contractor shall be made in "Vietnam Dong".
- 21.6.** If any payment to be made hereunder would otherwise fall on a day other than a business day, then such payment shall be made on the next succeeding business day.

## **22. TAXES AND DUTIES**

- 22.1.** Except as provided in Articles below, the Contractor shall be responsible for the payment of all taxes, fees and assessments imposed or assessed by the relevant Vietnamese Governmental Authorities, including the local provincial, city, municipality and by Governmental Authorities other than of Vietnam, in connection with the performance of the Works or its obligations under this Contract.
- 22.2.** The Contractor shall be responsible for the payment of value added tax ("VAT") imposed by Vietnam Laws on the Contractor in connection with the performance of the Works under this Contract, if any. Such tax shall be included to the Contract Amounts payable hereunder and shall be paid by the Owner according to the Contractor's invoices thereon. The Contractor shall confirm with the Owner in advance any discretionary action, election or omission permitted in connection with the tax.
- 22.3.** If the Owner shall be required by applicable Laws to deduct any income or withholding taxes from any amount payable hereunder, (a) the Owner shall deduct such income or withholding taxes from the contract amounts payable to the Contractor and remit the same to the relevant taxation authority the appropriate amount necessary to comply with the Laws, (b) promptly after receipt thereof, the Owner shall deliver to the Contractor a copy of the official tax receipt and other documents issued to it by the relevant taxation authority evidencing its payment of such amount to such taxation authority, and (c) should the applicable tax rate be adjusted by Vietnam Governmental Authority, the same shall be borne by the Contractor and no adjustment as to the Contract Amount due to the Contractor shall be done. Notwithstanding anything herein to the contrary, the Owner shall not be required to increase the amount otherwise payable hereunder on account of any such tax changes or corresponding deductions for tax purposes.

## **23. LIABILITY**

### **23.1. Liability for indirect and consequential losses**

23.1.a. Subject to Article 23.1.b. below, neither Party shall be liable to the other in Contract, tort, warranty, strict liability or any other legal theory for any indirect, consequential, incidental, punitive or exemplary damages under or in connection with this Contract.

23.1.b. Article 23.1.a. above shall not affect:

23.1.b.1. the liability of either Party under indemnities relating to death, personal injury or to third party property or infringement of intellectual property;

23.1.b.2. the liability of either Party arising as a result of its fraud, gross negligence, willful misconduct or abandonment;

23.1.b.3. the liability of either Party to make payments upon termination in accordance with this Contract;

23.1.b.4. the liability of the Contractor arising from any failure to obtain and/or maintain insurances in accordance with this Contract.

**23.2. Limitation of liability**

23.2.a. Liability cap

23.2.a.1. The total aggregate liability of the Contractor with respect to liabilities under this Contract or anything done in connection therewith, including the performance or breach thereof, under any theory of recovery, whether based in the Contract, in tort (including negligence and strict liability), under warranty, or otherwise, will be for each Contract Year during the Contract Period an aggregate amount equal to the Contract Amount for such Contract Year plus any bonus payable to the Contractor (if applicable) in such Contract Year.

23.2.a.2. The limitation on the aggregate liability of the Contractor described under Article 23.2.a.1. shall not apply to:

(i) liability in respect of fraud, willful misconduct or gross negligence or abandonment of the Contractor, the Contractor parties, affiliates, and any subcontractor or its respective employees;

(ii) liability under Articles 4.10., 18.5., 22, and 38.8.a.7.;

(iii) liability under Article 26;

(iv) any liability satisfied by the proceeds of the insurance required to be maintained pursuant to this Contract; and

(v) liability under Article 30.1.

23.2.a.3. For the purposes of this Article 23.2.a., a liability is deemed to arise during the corresponding Contract Year in which the cause of action in respect of it arose.

23.2.b. Qualification to Contractor's obligations

23.2.b.1. The Contractor shall not be held in breach of this Contract, and shall not be liable to the Owner for any loss or Damage suffered or incurred by the Owner or any third party, to the extent that its failure to comply with its obligations is as a result of strict compliance by the Contractor with a written instruction or direction given by the Owner or any constraint imposed by the Owner upon the Contractor.

23.2.b.2. The Contractor shall also give full written reasons to the Owner, stating the grounds for its belief that any instruction, direction, parameter or constraint will cause loss or Damage the Owner or any third party, or give rise to a material breach of this Contract.

## **24. SUBCONTRACTING**

**24.1.** The Contractor shall not subcontract or assign all or any part of the Works without the prior written consent of the Owner.

**24.2.** When the Contractor intends to subcontract any part of the Works and the Owner gave its approval, it shall subcontract to a specialized company that will meet the requirement to be set by the Owner. The Contractor shall at all times exercise due diligence in ensuring close coordination and speedy and effective execution of the Works nominated to the subcontractors.

**24.3.** The Contractor is responsible and liable for the work of the subcontractor and shall indemnify the Owner for whatever loss it will incur by reason of the work performed by the subcontractor.

## **25. INSURANCE**

**25.1.** The Contractor shall be required to procure all the insurances, for its own cost and at its own account, as required by the Laws and/or applicable to the Works to be done and the accompanying risks and liabilities including but not limited to the following:

25.1.a. Workman's compensation liability insurance

25.1.b. Third party liability insurance

**25.2.** The period of insurance shall commence on the start date of this Contract and shall continue until at least the termination date. The Contractor shall submit the insurance certificate to the Owner by the date of signing this Contract.

## **26. INDEMNIFICATION**

**26.1.** Indemnity by the Contractor

- 26.1.a. The Contractor shall indemnify, defend, save, and hold harmless the Owner (including its stockholders) and its officers, directors and employees against and keep them indemnified fully and effectually against all claims incurred, suffered, sustained or required to be paid directly or indirectly, by, or sought to be imposed upon, the Owner and its officers, directors and employees in relation to:
- 26.1.a.1. any Project Document (other than this Contract) as a result of an act or omission by the Contractor, its subcontractors or agents;
  - 26.1.a.2. any personal injury or death to persons or damage to property arising out of any negligent or intentional act or omission by the Contractor, its subcontractors or agents in connection with this Contract;
  - 26.1.a.3. the violation of any environmental Laws by the Contractor, its subcontractors or agents occurring at the Power Plant or in any way related to the Power Plant, except to the extent that such claim has already been recovered by the Owner under an insurance policy or is determined to result from or arise out of any hazardous substances:
    - (i) on the prior to the Contract Commencement Date; or
    - (ii) brought onto or released at the Power Plant at any time through no fault of the Contractor or any third party for which the Contractor is responsible;
  - 26.1.a.4. breach of any applicable Law arising out of the Contactor's operation or maintenance of the Power Plant; and
  - 26.1.a.5. any applicable environmental Laws arising out of the unloading, delivery or transportation of fuel by or through the fuel facilities that form part of the Power Plant, including the discharge, release or escape of fuel which results in the contamination of the soil, air, surface/ground/sea water at or around the Power Plant, including abatement, replacement, removal or other decontamination or monitoring obligations with respect thereto.
  - 26.1.a.6. any loss, damage, or liability incurred by the Owner arising out of any act, omission, negligence, or willful misconduct of the fire protection and safety personnel dispatched by the Contractor, including but not limited to:
    - (i) failure to properly inspect, maintain, or operate fire protection systems, resulting in damage to the Owner's

property, operational disruptions, or increased safety risks

- (ii) inadequate or improper response to fire incidents or safety hazards, leading to injury, property damage, or regulatory penalties;
- (iii) non-compliance with applicable fire safety laws, regulations, or Owner's fire safety policies, resulting in legal or financial consequences for the Owner;
- (iv) any damage, injury, or loss caused by improper handling or misuse of fire protection equipment, emergency response procedures, or safety protocols.

26.1.b. The indemnity in this Article 26.1. shall not apply to the extent that the Contractor's failure to perform its obligations, or the loss incurred by the Owner, is caused by or contributed to by the Owner's failure to perform any of its obligations under this Contract.

#### **26.2. Indemnity Process**

Each Party's obligations with respect to claims and suits covered by this Article 26 are subject to the conditions that (a) the indemnitee gives the indemnitor reasonably prompt notice of any such claim or suit; (b) the indemnitee cooperates in the defense of any such claim or suit; and (c) the indemnitor has sole control of the defense and settlement of such claim or suit to the extent of the indemnitor's liability for any such claim or suit, provided that, upon the indemnitee's request, the indemnitor shall confirm in writing its obligation to indemnify the indemnitee with respect to all costs and expenses with respect to such claim or suit. The Contractor agrees that it shall not settle any suit for which it is providing indemnity under Article 26.1. without the prior consent of Owner, such consent not to be unreasonably withheld.

### **27. FORCE MAJEURE**

Both Parties to this Contract shall not be liable for the consequences of any failure or delay to perform, or default in performing, any of its obligations under this Contract, if such failure is the result of Force Majeure.

**27.1.** The following are considered Force Majeure under the Contract:

- 27.1.a. Revolution, port blockade, war (whether declared or not), hostilities, belligerence, revolution or insurrection occurring in Vietnam;
- 27.1.b. Expropriation, requisition, confiscation, nationalization by any Governmental Authority; or

27.1.c. Events or circumstances which are beyond its reasonable control and the effects of which could not or cannot reasonably be avoided or overcome by it by the exercise of Good Operating Procedures.

27.1.d. When Force Majeure under Article 27.1. occurs, the Contractor shall submit related document with evidence to the Owner within fifteen (15) days from the incident. If there is no notification by Contractor, it is to be considered that the Contractor has given up its right to claim Force Majeure under Article 27.1.

27.1.e. The Contractor shall resume performance of its obligations as soon as reasonably practicable after the event no longer exists which shall not be later than five (5) days from the time the event ceased to exist.

## **28. SUSPENSION**

### **28.1. Suspension by the Owner**

The Contractor shall upon receipt of a Notice of Suspension issued by the Owner suspend any or all of the Services being undertaken by the Contractor and/or any of the other obligations of the Contractor (until such Notice of Suspension is revoked) as identified and in such manner as the Owner sets out in its Notice of Suspension and shall, during such a suspension, properly protect the Power Plant's facilities which are related to the Contractor's scope of work in this Contract and such services, spare parts, tools, consumables and/or equipment as are affected by any such suspension so far as is necessary in accordance with Good Utility Practice.

### **28.2. Recommencement after suspension**

The Contractor shall recommence provision of the Services and/or obligations upon receipt of written notice from the Owner provided that during any period of suspension the Owner shall keep the Contractor advised as to the likelihood of its requiring the Contractor to recommence provision of the Services and/or obligations and shall give the Contractor reasonable notice of recommencement.

### **28.3. Costs**

28.3.a. The Contractor shall be entitled to reimbursement of its reasonable costs incurred in suspending the Services and/or obligations protecting and securing and re-starting the Services and/or obligations save to the extent such suspension is caused by the act or omission of the Contractor.

28.3.b. To the extent that the Owner requires the Contractor to continue providing any part of the Services during any period of suspension, the Contractor shall be entitled only to receive the appropriate

proportion of the Annual Contract Amount, in respect of such part of the Services.

28.3.c. To the extent that the Owner requires the Contractor to suspend provision of all Services, the Contractor shall be entitled only to receive reimbursement of costs in accordance with Article 28.3.a. and no Annual Contract Amount shall be payable in respect of such period of suspension.

## **29. CONTRACT AMENDMENT**

If any deviations are determined necessary while performing the Works or after completion thereof, the Contract shall be amended upon written agreement between the Owner and the Contractor.

## **30. TERMINATION OF THE CONTRACT**

### **30.1. Termination by the Owner**

The Owner shall be entitled to terminate this Contract at any time by notice to the Contractor if any one or more of the following events occurs:

30.1.a. An act of insolvency in relation to the Contractor;

30.1.b. The Contractor commits any material breach of this Contract or any act of fraud or gross Indemnification; (other than any such breach referred to elsewhere in this Article 30.1.);

30.1.c. The liability of the Contractor to the Owner in any Contract Year exceeds the maximum amount specified in Article 23;

30.1.d. If for any reason the Performance Security fail or cease to be legal, valid and binding in the full amount required hereby and/or there fails or ceases to be a legal, valid and binding Performance Security both of which are enforceable in accordance with their respective terms;

30.1.e. Any of the Project Documents or Financing Documents have been terminated for a reason attributable to the Contractor;

30.1.f. Any of the representations and warranties set out in Article 38.8.a. in respect of the Contractor shall prove to be, or to have been, incorrect to a material extent when made;

30.1.g. A failure by the Contractor to obtain and maintain any license or Certificate (excluding the Owner's permits) required under any applicable law, including the Law of Vietnam, or by a competent authority, including Governmental Authority, in order for it to perform its obligations pursuant to this Contract where the Contractor has

failed to use all reasonable endeavors to obtain or renew such license or Certificate;

30.1.h. The Contractor fails to maintain in full force and effect the Contractor insurances in accordance with the requirements of Article 25;

30.1.i. The Contractor assigns or transfers this Contract or any of its rights or interest herein, except as expressly permitted hereunder;

30.1.j. The Owner's Abandonment;

30.1.k. A Force Majeure event occurs and continues for more than one hundred eighty (180) days;

30.1.l. The Contractor has failed to pay the Owner any sum properly due within one hundred eighty (180) days of the due date of payment;

30.1.m. The Contractor has failed to perform the Works in accordance with the Vietnam Laws, and has not remedied the non-compliance within twenty-five (25) days after notice from the Owner requiring remedy, provided that Article 30.1.b. above shall not apply and provided further that if the Contractor has initiated action to remedy such non-compliance but such non-compliance cannot be remedied within such twenty-five (25) day period using commercially reasonable efforts then such period may be extended by Owner but in no event shall such extension be longer than sixty (60) days after the end of the initial twenty-five (25) day period;

30.1.n. The Contractor, due to its acts, omissions and/or representations, damages the reputation and/or good will of the Owner;

30.1.o. The number of the Contractor's Key Personnel falls below eighty percent (80%) of the Staffing Plan for more than thirty (30) days;

30.1.p. The Contractor persistently or repeatedly refuses or fails to provide the Services in accordance with the terms and conditions of this Contract and Good Utility Practice; or

30.1.q. The Contractor violates the Laws of Vietnam, the World Bank Guidelines, or the Environmental Requirements or when a fatal or other serious accident occurs.

**30.2. Financial consequences of termination**

30.2.a. Termination by the Owner for cause

If this Contract is terminated by the Owner on any of the grounds set out in Article 30.1. (other than Article 30.1.k.):

30.2.a.1. the Owner shall pay the Contractor any sums owing to the Contractor under this Contract as on the termination date; and Contract Year Amount is calculated based on the number of working days until the termination date.

30.2.a.2. the Contractor shall pay the Owner any costs and expenses incurred or to be incurred, as determined by an independent engineer of third party, including the fees of such independent engineer, to rehabilitate or restore the operations of the Power Plant in order to achieve one hundred percent (100%) of both the Power Plant's guaranteed availability and the Power Plant's guaranteed net rated capacity.

**30.2.b. Termination by the Owner without cause**

If this Contract is terminated by the Owner on the grounds set out in Article 30.1.k., the Owner shall pay to the Contractor any sums owing to the Contractor under this Contract as on the termination date, together with all costs reasonably and properly incurred by it, in the process of termination and demobilization but without prejudice to any further rights of the Contractor arising under this Contract.

**30.3. Delivery of information**

The Contractor shall on the termination date deliver up to the Owner all materials, documents, records, data and other information of whatever nature (with the exception of any dealing solely with the Contractor's staff) in the Contractor's possession, custody or power relating to the Power Plant and the performance of the obligations under this Contract and required for the continued operation and maintenance of the Power Plant. For the avoidance of doubt, the Contractor shall not be obliged to deliver up copies of any materials, documents, records, data or other information under this Article if it has previously delivered up such materials, documents, records, data or other information to the Owner. If the Contractor is aware of the impending termination of its employment under this Contract, it shall use all reasonable endeavours to ensure that it fulfils its obligations under this Article by such reasonable time prior to the termination date as is agreed by the Parties in good faith.

**30.4. Owner's right to Request Contractor to leave the Power Plant safe**

Upon termination of the Contractor's employment under this Contract for any reason, the Contractor shall cease performance of the Works (except as otherwise requested by the Owner) and, if so requested by the Owner, use all reasonable endeavours to leave the Power Plant in a clean and safe condition, in accordance with the Owner's regulations and Good Utility Practice and remove from the Power Plant such equipment and consumables in the Contractor's possession as the Owner may request.

## **31. CONTINUITY OF THE CONTRACT**

- 31.1.** If special circumstances arise, such as delays in signing of the next contract related to this Contract, the Contractor shall continue to perform operational duties until the next contract is in place, even if the Contract period has expired, unless otherwise notified by the Owner as set out in Article 3.1.b.
- 31.2.** The costs incurred due to the circumstances mentioned in Article 31.1. shall be settled and paid in accordance with the existing Contract's terms.

## **32. PROPRIETARY RIGHT AND CONFIDENTIALITY**

### **32.1. Proprietary right**

- 32.1.a.** Any technical information provided by the Contractor to the Owner under this Contract, including specifications, drawings, exact location, all other data and materials pertinent to the performance of this Contract, shall become the property of the Owner. In this regard, it is expressly understood that no fees, royalties and other charges shall be payable by the Owner under the terms and license or permission in respect of any design, the Contractor's document, or Works provided by the Contractor, the manufacture and supply of any work done or method employed in connection therewith or in respect to the Power Plant. All documents and materials provided by the Owner to the Contractor shall remain the exclusive property of the Owner.
- 32.1.b.** The Contractor shall indemnify the Owner against any claims, losses, expenses and Damages arising out of or in connection with the claims of infringement of any patent, design, copyright, trademark or trade name of other intellectual property right arising out of or in connection with the Works provided herein.

### **32.2. Confidentiality**

- 32.2.a.** Each Party agrees to hold in confidence for a period commencing with the date hereof and ending five (5) years from the termination date, except as may be necessary to perform the services hereunder, any information supplied to it by the other Party and designated in writing as confidential or which by its nature can be inferred to be confidential. Each Party further agrees that it may only use such information for the purposes of this Contract. The Contractor further agrees to require its subcontractors to enter into appropriate non-disclosure agreements relative to such confidential information as may be communicated to them on a "need to know" basis by the Contractor or the Owner, and the Contractor shall enforce such non-disclosure agreements. The provisions of this Article 32.2. shall not apply to information within any one of the following categories:

- 32.2.a.1. information which was in the public domain prior to a Party's receipt thereof or which subsequently becomes part of the public domain by publication or otherwise except by the receiving Party's wrongful act;
  - 32.2.a.2. information which the receiving Party can show was in the receiving Party's possession prior to its receipt thereof through no breach of any confidentiality obligation;
  - 32.2.a.3. information received by a Party from a third party which did not have a confidentiality obligation with respect thereto; or
  - 32.2.a.4. information disclosed by the Owner or prospective Lenders as required in order for the Owner to comply with its obligations.
- 32.2.b. Notwithstanding the above, neither Party shall be restricted in any way from releasing information to its legal and other professional advisers nor in response to a compel, court order, or legal or regulatory process, or as required by the listing rules of any stock exchange, but each Party shall inform the other of any such demand for information before responding to such demand and shall cooperate with the other in lawfully narrowing the scope of such release. Neither Party shall publish anything contained in this Contract or project technical information, unless the other Party provides its express prior written consent thereto. No person shall be permitted access to the Power Plant, except as provided in this Contract or as otherwise agreed by the Parties.

### **32.3. Publicity releases**

The Contractor shall not, nor shall it permit any subcontractor or other entity to, issue any press or publicity release or any advertisement, or publish or otherwise disclose any photograph or other information, concerning this Contract or the Project without the express prior written consent of the Owner. Each Party shall give prior notice to the other of any information contained in documents filed with public authorities or any other public disclosure which would result in the dissemination of confidential information.

## **33. OPERATION OF SERVICE REVIEW COMMITTEE**

### **33.1. Purpose**

A Service Review Committee (hereinafter referred to as "the Committee") shall be established and operated to serve the purposes of:

- 33.1.a. To prevent or mediate disputes arising from operational tasks between the Owner and the Contractor and to enhance the efficiency of service performance.

33.1.b. To prevent or mediate disputes arising from overlapping operational tasks between the Contractor and other contractors, and to enhance the efficiency of service performance.

33.1.c. As the circumstances may require, the Owner will summon a meeting in which the Contractor and other contractors will delegate the members from their respective Committees to participate.

**33.2. Composition**

The Committee for the Power Plant shall be composed as follows:

33.2.a. Chairman: the head of the Power Plant (or the person performing the relevant duties)

33.2.b. Members: for the Owner: up to 5 senior employees designated by the Chairman; for the Contractor: the Contractor's Representative and senior employees designated by the Contractor's Representative (equal in number to the Owner's members)

33.2.c. Secretary: the deputy head of the Power Plant

In the absence of the Chairman, a member designated by the Chairman shall act as the Chairman. If a member cannot attend, a subordinate employee may be designated to attend and vote in their place. The Committee shall record and maintain the opinions presented as meeting minutes as in ATTACHMENT 2.

**33.3. Functions**

33.3.a. Mediation of disputes arising during the performance of services.

33.3.b. Matters related to emission charges and administrative sanctions (fines, penalties, legal liabilities, etc.) due to the Contractor's fault.

33.3.c. Important matters related to the adjustment of the scope of works or services.

33.3.d. Agreement on matters not specified in the Contract conditions or differences in the interpretation of terms.

**33.4. Formation and resolution**

33.4.a. The Committee shall be formed with the attendance of a majority of the total members.

33.4.b. Committee resolutions shall be made with the attendance of a majority of the total members and a majority vote of the attending members. In the event of a tie, the Chairman shall make the decision.

33.4.c. Members shall attend and vote at Committee meetings unless there are special reasons.

33.4.d. In case of a request for reconsideration, decisions shall be made with the attendance of 2/3 of the total members and a 2/3 majority vote of the attending members.

**33.5. Request for reconsideration**

If the Owner or the Contractor disagrees with the Committee's decision, they may request reconsideration by clearly stating the reasons. However, a request for reconsideration may only be made once.

**33.6. Respect for decisions**

The Owner and the Contractor shall respect the final decisions of the Committee.

**33.7. Other details**

The Committee's composition and other detailed matters can be prepared and operated according to the organization and circumstances of the Power Plant.

**34. SOLE PROCEDURE FOR RESOLVING DISPUTES**

**34.1.** Article 33 and Article 35 set forth the sole procedures for resolving any dispute between the Parties, and neither Party may commence or maintain any suit or legal or equitable proceeding concerning a dispute hereunder until the dispute has been determined in accordance with the procedures provided for therein, and then only to enforce or facilitate the execution of the award rendered in such procedure.

**34.2.** Notwithstanding the foregoing, a Party may file an application in any court for a provisional remedy in connection with a dispute, but only upon the ground that the award to which the applicant may be entitled may be rendered ineffectual without provisional relief. Any such application for the provisional remedy or proceeding to enforce a Service Review Committee's award against the Owner shall be filed in the proper court located in Ha Noi City, Vietnam, or wherever the Owner has its principal office.

**34.3.** Notwithstanding the pendency of any proceeding between the Parties, the performance of this Contract shall continue during such pendency unless the Owner shall order the suspension thereof.

**35. ARBITRATION**

Any dispute, controversy or claim in connection with this Contract or breach, termination or invalidity thereof, that the Parties failed to settle amicably and/or

resolve thru the Service Review Committee shall be settled through arbitration in accordance with the Rules of Commercial Arbitration and Conciliations of the International Chamber of Commerce in Singapore, subject to the agreement of the Parties.

### **36. TAKEOVER**

The Contractor hereby agrees to comply with the following terms and conditions related to Takeover of the Works.

**36.1.** The Contractor shall perform the Takeover of the Works from the EPC JV.

**36.2.** The Contractor shall strictly follow the procedure, safety regulations and the Owner's instructions in performing of any work and/or activity of Takeover. The Contractor shall be liable for any loss or Damage as a result of any failure to do so.

### **37. HANDOVER OF DUTIES UPON CHANGE OF CONTRACTOR**

**37.1.** Notification and responsibility during handover period

In the event of a change of Contractor, the Owner shall notify the existing Contractor to collaborate with the new Contractor for the purpose of handing over duties. During the handover period, the existing Contractor shall remain responsible for the Works, and the obligations and covenants of the existing Contractor under this Contract shall continue to be valid until the Contract's expiry or termination. Any responsibilities arising from actions taken by the new Contractor during the handover period, which are not part of the agreed-upon handover process, shall be the responsibility of the new Contractor.

**37.2.** Cooperation and transfer of necessary data by the Contractor

The Contractor shall cooperate to ensure that the new contractor can smoothly take over the operational duties and diligently transfer all necessary data.

37.2.a. Technical data submission:

The Contractor shall submit technical data acquired within the Owner's service scope upon the Owner's request. The Owner may also provide these materials to the new contractor to facilitate a smooth handover. The scope of technical data includes:

37.2.a.1 Operational procedures and guidelines

37.2.a.2 Equipment drawings

37.2.a.3 Various manuals

37.2.a.4 Operational and maintenance history for each equipment

### 37.2.b. Tools and Operation Instruments

For a smooth handover, the Contractor shall submit a list of Tools and Operation Instruments owned by the Owner upon the Owner's request. Any removal of Tools and Operation Instruments owned by the Contractor shall be approved by the Owner.

## 38. MISCELLANEOUS

### 38.1. Independent Contractor

The Contractor is an independent Contractor under this Contract and shall have complete charge of all personnel performing any Work under this Contract. The Contractor shall perform all Works in accordance with its own means, methods and techniques and shall be fully responsible for the Works performed by it or on its behalf hereunder in accordance with the terms of this Contract. The Contractor shall not be deemed as an agent of the Owner for any purpose pursuant to this Contract.

### 38.2. Binding effect; successors and assigns

#### 38.2.a. General

This Contract shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and duly permitted assigns.

Except as required by the Owner's financing contracts or pursuant to Article 38.2.b., neither the Owner nor the Contractor may assign or delegate any of their respective rights or obligations under this Contract or any part thereof to any other entity without the prior written consent of the other Party. Any assignment without such consent shall be void and have no effect.

#### 38.2.b. EVN's step-in-rights

38.2.b.1. The Contractor acknowledges that the PPA accords EVN, so long as a material default of the Owner under the PPA shall have occurred and be continuing, the right to assume the operation and maintenance of the Power Plant. The Contractor covenants and agrees that it shall cooperate with EVN during any period that EVN shall have assumed responsibility for the operation and maintenance of the Power Plant and, if so requested by EVN, shall continue to perform all of its obligations duties and responsibilities under this Contract as fully as if the Owner maintained control of the operation and maintenance of the Power Plant.

The Contractor further warrants and agrees that no termination, amendment, modification or supplement to this Contract shall be required as a result of any such assumption.

38.2.b.2. The Contractor covenants and agrees that this Contract, and the Owner's rights and obligations hereunder may be assigned by the Owner to and in favor of EVN upon notice by the Owner to the Contractor of a request by EVN for such assignment as contemplated in the PPA and that it shall continue to perform all of its obligations, duties and responsibilities under this Contract as fully as if the Owner maintained control of the Power Plant. The Contractor further covenants and agrees that no termination, amendment, modification or supplement to this Contract shall be required as a result of any such assignment.

**38.3. Entire Contract; amendments and modifications; waivers**

38.3.a. This Contract constitutes the entire agreement between the Owner and the Contractor concerning the subject matter hereof. All previous documents, undertakings, and agreements, whether oral, written, or otherwise, between the Parties concerning the subject matter hereof are hereby canceled and shall not affect or modify any of the terms or obligations set forth in this Contract.

38.3.b. No amendments or modifications of this Contract shall be valid except by written agreement between the Parties. Minutes of meetings or other informal documents shall not constitute a written agreement for the purposes of the preceding sentence.

38.3.c. The failure of either party to insist upon strict adherence to any term of this Contract on any occasion shall not be considered a waiver of any right thereafter to insist upon strict adherence to that term or any other term of this Contract. No waiver by any party hereto of any default or breach of this Contract shall be construed as a waiver of any other provision, condition or term hereof or of any other default or breach of the same provision, condition or term. No single or partial exercise by any party hereto of any right, remedy or power hereunder, in equity or at Law shall preclude any other or further exercise thereof or the exercise of any other right, remedy or power existing hereunder, in equity or at Law.

**38.4. Language**

This Contract has been prepared and negotiated and is executed in English and Vietnamese which are the governing languages. However, in the event of any inconsistency 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.

### **38.5. Notices**

All notices, consents, confirmations, requests, designations, approvals and similar items required to be given under this Contract by the Owner to the Contractor shall be in writing to the Contractor's Representative and shall be addressed to the Contractor at the address given below or at such address as the Contractor may from time to time notify, and all notices, consents, confirmations, requests, designations, approvals and similar items required to be given under this Contract by the Contractor to the Owner shall be in writing to the Owner's Representative and addressed to the Owner at the address given below or at such other address as the Owner may from time to time notify.

#### **To the Owner:**

##### **Vung Ang II Thermal Power LLC,**

Address: Vung Ang Economic Zone, Vung Ang Ward,  
Ha Tinh Province

- a) For contractual or commercial issues:  
Attention: Mr. Ha Jong Woo, GA & Contract Manager  
Phone:  
Email: jeff.ha@vapco.com.vn  
Attention: Mr. Pham Ngoc Thach, Procurement & Contract Leader  
Phone: 0986 040 681  
Email: thach.pham@vapco.com.vn
  
- b) For operational or technical issues:  
Attention: Biju Varghese, HSSE Manager,  
Phone: 0936 204 558  
Email: biju.varghese@vapco.com.vn

#### **To the Contractor:**

##### **XXX Company Limited.**

..., Vietnam

**Attention:** Mr. XXX, Director

Phone:

Email:

Notices, consents, confirmations, requests, designations, approvals and similar items shall be delivered by hand, e-mail or reputable courier service and shall be deemed to be received, either when actually delivered or when a copy has been received by recipient's email, as the case may be.

**38.6. Applicable Law**

This Contract shall be governed by and construed in accordance with the Laws of the Socialist Republic of Vietnam.

**38.7. Severability**

The validity of the remaining Articles, provisions, terms and parts of this Contract, including Schedules, shall not be affected by a court, administrative board or other proceeding of competent jurisdiction deciding that an Article, provision, term or part of this Contract or a provision, term or part of a Schedule is illegal, unenforceable, in conflict with any Law or contrary to public policy. In such event, the Parties hereto shall, by amendment of this Contract, properly replace such provision with reasonable new provisions which, as far as legally possible, shall approximate what the Parties intended by such original provision and the purpose thereof.

**38.8. Covenants, warranties and representations**

**38.8.a. The Contractor's representations and warranties**

The Contractor covenants, represents and warrants to the Owner that:

38.8.a.1. It is a corporation duly organized, validly existing and in good standing under the Laws of Vietnam, and has, or will have by the date commences performance hereunder, full power to engage in the business it presently conducts and contemplates conducting, and is and will be duly licensed or qualified and in good standing under the Laws of each jurisdiction wherein the nature of the business transacted by it makes such licensing or qualification necessary and where the failure to be licensed or qualified could have a material adverse effect on its ability to perform its obligations hereunder.

38.8.a.2. It has all the required authority, ability, skills, experience and capacity necessary to perform, and shall diligently perform, the Works and its other obligations hereunder in a timely and professional manner, utilizing sound engineering principles, environmental management principles, health and safety measures, project management procedures and supervisory procedures, all in accordance with Good Operating Procedures and the other requirement of this Contract.

- 38.8.a.3. This Contract has been duly authorized, executed and delivered by it and constitutes the legal, valid and binding obligation of the Contractor, enforceable against the Contractor in accordance with its terms.
- 38.8.a.4. The execution, delivery and performance by the Contractor of this Contract will not conflict with any Law or any covenant, agreement or understanding to which it is a party or by which it or any of its properties or assets is bound or affected or its Articles of incorporation and by Laws.
- 38.8.a.5. Neither the execution and delivery of this Contract, nor the consummation of the transactions contemplated hereby, requires any consent except such consents that either (i) have been obtained by the Contractor and are in full force and effect on the date hereof (including the Certificate of Compliance issued by the Intellectual Property Office in favor of the Contractor with respect to this Contract) or (ii) are not yet required and with respect to which the Contractor has no reason to believe will not be readily obtainable in the ordinary course upon due application thereof, so as to permit the Contractor to commence and prosecute the Works to completion in accordance with this Contract.
- 38.8.a.6. There are no actions, suits, proceedings or investigations pending or, to the Contractor's knowledge, threatened against it at Law or in equity before any court, state, national, regional, municipal or other Governmental department, commission, board, agency or instrumentality or arbitral body (whether or not covered by insurance) which individually or in the aggregate could result in any materially adverse effect on the business, properties or assets or the condition, financial or otherwise, of the Contractor or in any impairment of its ability to perform its obligations under this Contract. It has no knowledge of any violation or default with respect to any order, writ, injunction, or any decree of any court, state, national, regional, municipal or other Governmental Authority, commission, board, agency or instrumentality which may result in any such materially adverse effect or such impairment.
- 38.8.a.7. It owns or has the right to use all patents, trademarks, service marks, trade names, copyrights, licenses, franchises, and permits necessary to perform the Works and its other obligations hereunder without conflict with the rights of others.

38.8.a.8. All Works comply with all Laws and other requirements having the force of Laws in Vietnam.

38.8.b. The Owner's representations and warranties

The Owner covenants, represents and warrants to the Contractor that:

38.8.b.1. It is a corporation duly organized, validly existing and in good standing under the Laws of Vietnam, and has, or will have by the date it commences performance hereunder, full power to engage in the business it presently conducts and contemplates conducting, and is and will be duly licensed or qualified and in good standing in each jurisdiction wherein the nature of the business transacted by it makes such licensing or qualification necessary and where the failure to be licensed or qualified would have a material adverse effect on its ability to perform its obligations hereunder.

38.8.b.2. This Contract has been duly authorized, executed and delivered by the Owner and constitutes the legal, valid and binding obligation of the Owner, enforceable against the Owner in accordance with its terms.

38.8.b.3. The execution, delivery and performance by the Owner of this Contract will not conflict with any Law or any covenant, agreement or understanding to which it is a party or by which it or any of its properties or assets is bound or affected or its Articles of incorporation or by Laws.

38.8.b.4. There are no actions, suits, proceedings or investigations pending or, to its knowledge, threatened against it at Law or in equity before any court, stated, national, regional, municipal or other Governmental Authority, commission, board, agency or instrumentality or arbitral body (whether or not covered by insurance) which individually or in the aggregate could result in any materially adverse effect on the business, properties or assets or the condition, financial or otherwise, of the Owner or in any implement of its ability to perform its obligations under this Contract.

**38.9. Publications**

Except as may be required by Law, no copy of this Contract shall be released or otherwise delivered by or on behalf of the Contractor to any third party, and no announcement, statement or publication relating to this Contract or the Works shall be publicly released by or on behalf of the Contractor (other than statements required by applicable generally accepted accounting principles to appear in any financial statements, including the notices thereto, reflecting the financial condition or results of operations of the Contractor) without the prior written approval of the Owner.

**38.10. No third party beneficiaries**

Nothing herein expressed or implied shall give or be construed to give any person, other than the Parties hereto, any legal or equitable rights hereunder, except for the Owner Indemnities to the extent of the Contractor's indemnification obligations to such persons hereunder. The Parties hereto acknowledge and agree that the Owner Indemnities are intended to be third party beneficiaries of this Contract.

**38.11. Survival**

Articles 8.8., 21, 23, 26, 32, 34, 38.6., 38.11. and specific liability provisions shall survive the completion of the Works, the payment of all portions of the Contract Amount due the Contractor, and any termination or expiration of this Contract.

Conflict between terms of Contract and Schedules:

In the event of a conflict or inconsistency between the terms of this Contract and any of the terms in the Schedules attached hereto, the terms of this Contract shall prevail in all aspects.

**SIGNATURES APPEAR ON THE FOLLOWING PAGE**

**IN WITNESS WHEREOF**, the Parties hereto have executed this Contract as of the date and year first above written.

**OWNER: VUNG ANG II THERMAL POWER LLC**

By :

Name : **Go Fukushima**  
Title : General Director

**CONTRACTOR: XXX COMPANY LIMITED**

By:

Name : **XXX**  
Title : Director

**ATTACHMENT 1 KEY PERSONNEL QUALIFICATION**

**FIREMAN**

<b>POSITION TITLE:</b>	Fireman		
<b>REPORTS TO:</b>	Fire & Safety Technician		
<b>DIRECT REPORTS:</b>	None		
<b>ORIGIN:</b>	Local Origin	<b>LANGUAGE SKILLS:</b>	[No]

**POSITION SUMMARY**

The Fireman is responsible for extinguishing fires, saving people and property when there is a fire, and participating in other rescue activities such as natural disasters and accidents. Inspection of fire prevention and fighting equipment in the Plant.

This position works in shifts, stationed on-site, to maintain the fire protection system’s readiness and support emergency response efforts.

**PRIMARY RESPONSIBILITIES**

Duties and responsibilities for this position include, but are not limited to the following:

- Utilize specialized means and techniques to control and extinguish fires, thereby protecting lives and property.
- Search and rescue victims in hazardous situations, such as fires, explosions, building collapses, and natural disasters (including floods, earthquakes, etc.).
- Implement fire prevention measures, including propaganda, training, and inspection of fire prevention and fighting equipment.
- Participate in training courses and drills on fire prevention and fighting, and rescue to improve professional skills and expertise.
- Coordinate with other forces in relief activities, helping the community when natural disasters and catastrophes occur.
- Perform other duties as assigned by a superior.

**EDUCATION, EXPERIENCE, AND GENERAL REQUIREMENTS**

- Between 18 and 45 years old, in good health.
- High school graduate or above.
- Fire and rescue training and certification.
- Ability to work in shifts, including nights, weekends, and emergency call-outs.

Note. CVs of the Key Personnel shall be submitted to the Owner.

## **ATTACHMENT 2 SAMPLE OF MEETING MINUTES**

Operations Service Review Committee meeting minutes

Date and place of review:

The subject of review:

Summary of agenda and content:

Review results: (summary of adjustments and review results)

Review Committee members:

Name, opinion, signature

\* Note: Non-attendees should be marked as absent.

Meeting details: See attached.

**SCHEDULE I PRICING SCHEDULE**

**A. Pricing Schedule**

<b>Period**</b>	<b>Amount* (VND)</b>
Contract Year 1	
Contract Year 2	

\* The Amount is exclusive of value added tax (VAT) and inclusive of all other applicable fees, taxes and duties.

\*\* The Contract Commencement Date may be adjusted based on the Owner's notification.

**B. Unit labor cost/ man month (VND)**

<b>Job position</b>	<b>Direct labor cost (A)</b>	<b>Indirect cost (B)</b>	<b>Total (A+B)</b>
Fireman			

\* The Amount is exclusive of value added tax (VAT) and inclusive of all other applicable fees, taxes and duties.

**SCHEDULE II UTILITY RATE AND ENVIRONMENTAL FEE**

**A. MONTHLY UTILITY RATE**

Utility	Monthly		Daily
	Consumption (per person)		Utility Rate (VND/person)
Electricity	kWh	57	130,162
Water/Wastewater/ sewage	m <sup>3</sup>	0.53	7,808
Waste	m <sup>3</sup>	0.04	15,074
<b>Total</b>			<b>153,044</b>
			<b>5,101</b>

**B. MONTHLY FIXED ENVIRONMENTAL FEE: 5,299 VND**

**SCHEDULE III STAFFING PLAN**

<b>Job position</b>	<b>During the Contract Period (People)</b>
Fireman	20

**SCHEDULE IV FORM OF PERFORMANCE SECURITY**

To: **Name of the Beneficiary**  
**Address of the Beneficiary**

**PERFORMANCE SECURITY**

**Our ref:**

**Issuing date:**

We are informed that you have entered into a Contract (**Contract name, reference number and date**) (hereinafter referred to as the "**Contract**") with (**Applicant name**) (**address**) (hereinafter referred to as the "**Contractor**") for the provision of (**description of goods/services**) and under the Contract, the Contractor has to provide you with a performance security.

At the request of the Contractor, we, ... Bank (Vietnam) Ltd., ..... issue this Performance Security (hereinafter referred to as the "**Security**") for (**the amount**) (**amount in words**) (hereinafter referred to as the "**Security Amount**") in your favour to guarantee the due performance of the Contractor's obligations under the Contract as agreed.

We hereby unconditionally and irrevocably undertake to pay you any sum or sums claimed by you up to but not exceeding, in aggregate, the Security Amount upon receipt of:

- (1) your first written demand accompanied by your signed statement certifying that the Contractor has failed to fulfill its obligations under the Contract; and
- (2) this Security and any amendments thereof (in its original form).

[FOR LOCAL BENEFICIARIES] [Any notice or request presented to us under this Security, including such demand and statement must be signed by your legal representative or authorized representative, and sealed with your company's registered chop (if any)].

You may make more than one demand under this Security provided that the total amount of all such demands shall not exceed the Security Amount. Where a claim represents a partial drawing hereunder, we shall return the original of this Security and amendments thereof (if any) to you after our examination of documents presented under the Security.

We shall not be obligated to verify any statements contained in the demand(s) or other documents which may be served on or presented to us in accordance with the terms of this Security and shall accept the statements therein as conclusive evidence of the facts stated.

This Security becomes valid and remains in force from (**date**) and shall expire on:

- (i) 16h00 (local time) (**date**); or

- (ii) the date that you deliver a written notice to us confirming that our liabilities under this Security shall be fully discharged; or
- (iii) the date that the original of this Security is returned to us without any demand for payment;

whichever date is the earliest (the “**Expiry Date**”).

Any demand in respect thereof should be received by us ..... not later than the Expiry Date, after which this Security will become null and void whether returned to us or not.

This Security is not assignable or transferable.

This Security shall be governed by and construed in accordance with the laws of Vietnam. As to matters which are not governed by the laws of Vietnam, this Security is subject to the Uniform Rules for Demand Guarantees (URDG), 2010 revision, ICC Publication No. 758. Any dispute relating to this Security shall be subject to the jurisdiction of the competent court of Vietnam./[or] This Security is subject to the Uniform Rules of Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.

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(Bank’s authorized signature & seal)