

REQUEST FOR OFFERS (RFO)

Supply Package No. :

02/NKT-XNKT/2023

Date of issue:

12/12/2022

The Purchaser

Vinacomin Coal Import Export Joint
Stock Company



Pham Minh

Director

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PART I. OFFER PROCEDURE

CHAPTER I. INSTRUCTION TO SUPPLIER

1. Scope of Supply

Vinacomin Coal Import Export Joint Stock Company is seeking the qualified Suppliers (Bidders) to supply quantity of 75,000 metric tons coals with typical Net calorific value (NCV) of 6,000 kcal/kg as received basis (ARB). The details of Scope of supply is stated in Part II. Technical Requirements of this RFO.

2. Eligible Suppliers

The Supplier shall be considered as eligible if:

- (a) The Supplier has been granted an enterprise registration certificate, an establishment decision or equivalent document issued by a competent authority of the country in which the Supplier is operating;
- (b) The Supplier is not undergoing dissolution process, is not thrown into bankruptcy, and does not incur bad debts as prescribed by law.
- (c) The Supplier has suitable registered business lines to perform the Supply package.

3. Clarification, Amendment of RFO

3.1 Clarification

Any request for clarification of the Request for Offer should be e-mailed to Coalimex at the e-mail addresses given hereunder after receiving the RFO but before 16/12/2022. Coalimex will respond in writing to any request for clarification of the RFO, which it receives. In case the clarification lead to RFO amendment, Coalimex shall proceed the amendment in accordance with clause 3.2.

E-mail addresses for the purpose of clarification of the RFO:

vieta@coalimex.vn

camgiang@coalimex.vn

vmhang@coalimex.vn

dan@coalimex.vn

3.2 Amendment

At any time prior to the deadline for submission of Offer, Coalimex, for any reason,

whether on its own initiative or in response to a clarification requested by a prospective Supplier may (1) amend the terms and conditions mentioned herein, and/or (2) extend the deadline for the submission of Offer.

4. Cost, Currency and Language in Offering

4.1 The prospective Suppliers shall bear all costs associated with the preparation and submission of Offer, negotiation and/or execution of contract. Coalimex will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Offering process.

4.2 Offer currency: United State Dollar (USD).

4.3 The Offer documents should be in English or Vietnamese. If any document is written in other language, the Supplier shall provide its translation to English or Vietnamese.

5. Offer documents:

The Offer documents (hereinafter may refer as Offer) shall comprise of:

- (1) Form No.1: Offer for imported coal;
- (2) Form No.2: Letter of commitment on Goods' origin
- (3) Form No.3: Letter of commitment on transportation;
- (4) Documents to prove Supplier's qualifications and experiences: as required in Item 2, Chapter II. Evaluation and Qualification Criteria
- (5) Consortium agreement (for any Applicant in a Consortium)

6. Offer price

6.1 The Offer price shall be on CFR discharging port basis and be stated in Form No.1. Offer for imported coal (not include the discount).

6.2 The scope of supply proposed by the Supplier shall match with requirement as specified at Item 1, Part II – Technical Requirement.

6.3 Discount offered by the Supplier shall be written directly on Form No. 1 or on a separate Letter of Discount. The Letter of Discount may be submitted separately or together with the Offer documents as long as it is received by the Purchaser before the bid closing time. The Letter of Discount shall be preserved as part of the Offer Documents and opened together with the Offer Documents.

7. Offer validity

7.1 Offer shall remain valid at least until 17:00pm 23/12/2022. An Offer valid for a shorter period shall not be considered by the Purchaser.

7.2 Prior to the Offer expiry date, the Purchaser may request Suppliers who submitted Offers to extend the Offer validity. The Offer validity extension must be in written. In case the Supplier do not agree to extend, its Offer shall not be considered. In case the Supplier agree to extend validity, the Supplier must remain other terms and conditions in his Offer unchanged.

8. Offer Security: Not applied

9. Offer format and signature

9.1 Offer documents must be provided in one sealed envelope with the label name of Package.

9.2 All Offer documents can be submitted in copied one provided that all the original/certified copy documents must be submitted to Coalimex in case the Coal Supplier is awarded.

9.3 The Offers Forms No. 1, No.2, No.3 must be signed by Supplier's legal representative or a person authorized by Supplier's legal representative.

9.4 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Offer forms.

10. Offer submission, withdraw, substitution and modification

10.1 The Suppliers shall submit their Offer directly to Coalimex OR by courier not later than 10h00 (local time) on 16/12/2022 at the address as follows:

Coal Import Export Department
Vinacomin Coal Import Export Joint Stock Company (Coalimex)
47 Quang Trung Street, Hoan Kiem District, Hanoi City, Vietnam
Attention: Mr. Dao Xuan Viet

The Purchaser shall not consider any Offer that arrives after the deadline for submission. Any Offer received by the Purchaser after the deadline for submission shall be declared late, rejected and returned unopened to the Supplier.

10.2 The Supplier can withdraw, substitute or modify their Offer before the deadline of Offer submission.

11. Offer opening

11.1 The Offer opening shall be held on 10h30 date 16/12/2022 at Coalimex's head office (No.47 Quang Trung Street, Hoan Kiem District, Hanoi City, Vietnam) in the witness of participants being Suppliers' representatives. The Offer opening shall be conducted regardless of the absence of any Supplier's representative.

11.2 The Offer opening shall be conducted to every Offer according to the alphabet order of the Suppliers' names and following procedures:

- (1) The seals shall be checked;
- (2) All envelopes shall be opened and read out, e.g. the name of Supplier, the Offered price, the Offered quantity, the performance period, the Offered validity, and other details which the Purchaser considers necessary.
- (3) The Purchaser's representative shall sign on Supplier's Offer forms from No.1 to No.3, letter of authorization, letter of price discount (if any).

11.3 The Purchaser shall prepare a record of the Offer opening that shall include information prescribed in clause 11.2. A copy of the record shall be distributed to all Suppliers who participate in the Offer opening.

12. Clarification of Offer

12.1 After Offer opening, the Supplier is responsible for clarifying the Offer at the request of the Purchaser.

12.2 The Supplier may supplement the documentary evidence establishing the Supplier's eligibility, qualifications, and experiences to the Purchaser before 16/12/2022. The Purchaser shall receive the clarification of Offer sent by the Supplier; documentary evidence establishing the Supplier's qualifications shall be an integral part of the Offer.

12.3 The clarification shall not change essential information about the Supplier, Offer and Offered Price.

13. Subcontractor: Not applied

14. Evaluation of Offers and Contract Negotiation

14.1 The Purchaser shall apply criteria mentioned in Chapter II - Evaluation and Qualification Criteria to evaluate the Offers. The Supplier having lowest evaluated Offer price after error correction, price adjustment of deviations, discount, and calculating incentives shall be ranked first and invited to contract negotiation.

14.2 All parties shall negotiate based on the Offer (and its clarification documents, if any), the Request for Offer and other relevant documents.

14.3 Contract negotiation contents:

- (1) Negotiating on the contents that are not sufficiently detailed, unclear or inconsistent between the RFO and the Offer, on the contents that are not clear enough or conflict with other contents in the Offer.

- (2) Negotiating deviation detected in the Offer (if any) by the Supplier;
 - (3) Negotiating issues arising from the Supplier selection process (if any) to finalize the detailed contents of the Package.
 - (4) Negotiating other necessary contents.
- 14.4 Based on the Contract negotiations, both parties shall make a draft Contract. If the negotiation is not successful, the Purchaser shall invite the Supplier ranked next to contract negotiation.

15. Conditions for successful Supplier

- 15.1 A Supplier shall be proposed for Contract Award when following conditions are satisfied:
- (1) Has an eligible Offer;
 - (2) Has qualifications and experiences satisfy the requirements set out at Item 2 of Chapter II – Evaluation and Qualification Criteria;
 - (3) Has a satisfactory technical proposal as prescribed in Item 3 of Chapter II - Evaluation and Qualification Criteria;
 - (4) Has lowest evaluated Offer price after error correction, price adjustment of deviations, discount, and calculating incentives;
 - (5) The deficit deviation is not more than 10% of the offered price
 - (6) The Offer price must not exceed the approved package budget price.

15.2 In any circumstances, the final decision shall be made by Coalimex.

16. Publishing of Supplier selection result

Supplier selection result shall be published on the Purchaser's company website (coalimex.vn).

17. Conditions for contract signing

At the time of contract signing, the Supplier's Offer remains valid and selected Supplier remains qualified to perform the Supply Package.

18. Change in quantity of Goods/Services

At the time of signing contract, The Purchaser has the right to increase or decrease quantity of goods/services provided that it does not exceed 10% compared with initial quantity and accepted by the Supplier. Price and other terms and conditions of RFO and Offer shall be unchanged.

19. Contract Performance Security: Not applied

20. Handling complaints of Supplier

20.1 Suppliers are entitled to file complaints to the Purchase about issues relating to the Supplier selection process when they found their rights and interests are influenced/effected.

20.2 Address to send complaints:

Mr. Dao Xuan Viet

Coal Import Export Department

Vinacomin Coal Import Export Joint Stock Company

No.47 Quang Trung, Hoan Kiem District, Vietnam.

21. In case the Supplier is awarded but fails to sign/perform or fulfill the signed contract, that Supplier shall not be allowed to participate in the next 6 months' competitive offer packages and/or bidding packages issued by The Purchaser (Coalimex).

22. Sanction clause

The Bidder (both parent company and/or any subsidiaries) and the offered coal under this RFO shall not be the subject of any economic or financial sanctions or trade embargoes imposed by the United Nations, the United States of America, the European Union or other applicable sanctions authority.

The offered coal shall not be originated/shipped from territory/country where is the subject of any economic or financial sanctions or trade embargoes imposed by the United Nations, the United States of America, the European Union or other applicable sanctions authority.

CHAPTER II. EVALUATION & QUALIFICATION CRITERIAS

1. Check and Evaluate Offer's Eligibility

1.1 Check the Offer's conformity:

- (1) Check the quantity of Offer's copies;
- (2) Check the documents comprise of Offer documents as required at Item 5, Chapter I.

1.2 Criteria to evaluate Offer's Eligibility

An Offer is evaluated as eligible if it satisfies the following requirements:

- (1) The Offer is signed by Supplier's legal representative. For Consortium, the Offer must be signed by Legal representative of each Consortium member or by the Head member of Consortium in accordance with its task assignments in the Consortium Agreement.
- (2) The delivery period is in line with RFO's requirements.
- (3) Offer price in the Offer is specific, fixed in numbers and words. It is not allowed to provide Offer price with terms and conditions that cause disadvantages to Purchaser.
- (4) The Offer validity complies with RFO requirement at Item 7, Chapter I. Instruction to Supplier.
- (5) The Supplier does not participate in two or more Offer as the main Supplier (an independent Supplier or a Consortium member).
- (6) In case of Consortium, have a satisfactory Consortium Agreement.
- (7) The Supplier is eligible as required in Item 2, Chapter I. Instruction to Supplier.

The Supplier with eligible Offer will be evaluated on qualifications and experiences.

2. Evaluations on qualifications and experiences

- The Supplier must submit Certificate of Enterprise registration, an Establishment Decision or equivalent document by a competent authority of the country in which the Supplier is operating;
- Qualification and experiences of Supplier are evaluated according to criteria of responsive and non-responsive with followings:

Capability and experience evaluation criteria		Requirements				Required document
No.	Description	Requirement	Independent Supplier	Consortium Supplier		
				All consortium members	Each consortium member	At least one consortium member
1	Financial capacity					
1.1	Financial performance results	Submit the audited financial statements of the last 02 fiscal years (2020 and 2021) to provide the supplier's financial good standing: + The net asset value of the latest fiscal year (2021) must be positive (>0).	Required	Required	Required	Not applicable
1.2	Annual average revenue from production and business activities	Average revenue of the last 02 fiscal years (2020 and 2021) of the Bidder must not below USD 25,110,000 (in words: US. Dollars Twenty Five Million One Hundred Ten Thousand only) or VND 602,640,000,000 (in words: Vietnamese dong Six Hundred Two billion Six Hundred Forty Million Only).	Required	Required	Required (corresponding to the part of work to be performed)	Not applicable
						Form 4

		<p>In case the financial report of the Supplier mention another than VND/USD currency, converting rate will be State Bank of Vietnam's selling rate of the Offer opening date.</p>	Required	Required	Required	Required	
4	<p>Experience to perform similar goods supply contracts</p>	<p>a. Supplier has successfully supplied coal for the quantity of not less than 75,000 tons from 2020 until offer submission deadline.</p> <p>b. Supplier has successfully supplied at least 01 supply contract of coal into Vietnam from 2020 until offer submission deadline.</p> <p>Supplier must submit one of following documents to prove that the Bidder has supplied coal as required at item (a) and (b):</p> <ul style="list-style-type: none"> - Purchaser's Confirmation Letter. - Bill of Lading (in case the Bidder's name is not mentioned 	Required	Required	Required	Required (corresponding to applicable the part of work to be performed)	Not applicable
							Form 05

					<p>on the Bill of Lading of any shipments, kindly provide Certificate of Origin issued by the competent authority for said shipment).</p> <p>- Tax/Commercial Invoice together with signed contract.</p> <p>In case the supplier already performed the shipment with the Purchaser in 2020-2022 as required at item (a) and (b); the supplier is only required to list the contract number, name of the relevant vessel and shipped quantity.</p>				
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3. Technical Evaluations

3.1 Coal Specifications

The Supplier shall be considered as responsive if the coal specifications specified in the Offer suitable with Item 2. Coal specifications Part II. Technical Requirement.

The price and/or quantity adjustment due to actual quality results proposed by the Supplier is in accordance with Item 3. Part II – Technical Requirements.

3.2 Evaluations on quantity and delivery schedule

- Quantity proposed by Supplier shall be equal to or less than quantity as specified in Item 1, Part II – Technical Requirements.
- The delivery schedule proposed by Supplier should be suitable to the timeline as specified in Item 1, Part II – Technical Requirements.

3.3 Evaluations on Vessels and discharging conditions

The Supplier shall be considered as responsive if suitable to the following requirements:

- Discharging port: Cam Pha port and/or Hon Mieu anchorage, Quang Ninh, Vietnam.
- Maximum discharging rate: Maximum 10,000 MT/day for 24 consecutive hours (including holidays, Saturdays and Sundays)
- The vessel is in conformity with requirements at Basic conditions of vessel stated in Part II - Technical Requirements.

3.4 Evaluations on goods' origin

The Supplier shall be considered as responsive if specified clearly the goods' origin at Form No. 2, which satisfy requirement at Article.22 and commit that goods shall be loaded on board from oversea loading port and transported to Cam Pha port and/or Hon Mieu anchorage, Quang Ninh, Vietnam for direct supply to Coalimex; cargo is not allowed to be discharged on any means of transportation and/or warehouse/stockyard before being delivered to Coalimex (Form No.3).

4. Evaluations on Offer price

The lowest Offer price is determined by applying the following steps:

Step 1: Identify the Offer price;

Step 2: Error correction (if any);

Step 3: Price adjustment of deviations (if any);

Step 4: Determining Offer Price after error correction, price adjustment of deviations, discount (if any)

Step 5: Convert the CFR price from quoted typical Net Calorific Value (NCV) as received basis to design NCV (6,000 kcal/kg, as received basis) via formula

$$CFR_E = CFR \times (6,000 \text{ kcal/kg}) / \text{Quoted reference caloric value}$$

Step 5: If necessary, The Purchaser shall take into calculation of current import tariff and/or environmental tax. The Supplier has the lowest price after error correction, price adjustment of deviations, discount and import tariff and/or environmental tax (if any) shall be ranked first.

PART II. TECHNICAL REQUIREMENTS

1. Scope of supply:

- Name of commodity: Oversea-produced coal with typical Net calorific value of 6,000kcal/kg as received basis
- Loading port: Oversea port(s)
- Discharging port: Cam Pha port and/or Hon Mieu anchorage, Quang Ninh, Viet Nam (subject to Purchaser's allocation)

(In case the vessel requires lighterage for anchoring at discharging port, time and cost for lighterage shall be in charge of the supplier).

- Term of delivery (Incoterms 2020): CFR Cam Pha port and/or Hon Mieu anchorage, Quang Ninh, Viet Nam
- Quantity: 75,000 MT+/-10% (smaller offer quantity is acceptable).
(in case the vessel is gearless, the offered price should include the cost of floating crane and discharging)
- Delivery schedule at loading port: January -February, 2023 (unless otherwise agreed by the Purchaser)
- Partial shipment: not allowed
- Combined shipment: not allowed

2. Coal Specifications on ISO standards:

Parameters	Basis	Typical	Rejection limit
Total moisture	As received	10%	>13%
Inherent Moisture	Air dried	2.0%	Not applicable
Total Sulfur	Air dried	0.6%	>1.0%
Volatile Matter	Air dried	12%	> 20% or <10%
Net calorific value	As received	6,000 kcal/kg	<5,700 kcal/kg
H (for reference)	Air dried	3% max	
Fe ₂ O ₃ in ash (for reference)	Dried	4-6%	
Size (0-50mm)		90%	
Ash fusion temperature (in reduced environment): T1 (Initial deformation temperature) T3 (Hemispherical temperature)		T1 ≥ 1,250°C T3 ≥ 1,380°C	T1 < 1,250°C T3 < 1,380°C

3. Price Adjustment:

Premium/penalty shall be payable on the basis of the actual Net Calorific Value (As received basis-ARB) on a pro rata basis for variations from 6,000 kcal/kg ARB according to the following formula:

$$\text{CFR adjusted price} = \text{FOB price} \times \text{Actual Net Calorific Value ARB}/6,000 + \text{Freight}$$

CV is capped at Typical Net Calorific value (ARB) +300 kcal/kg. It means, if Net Calorific Value ARB of coal at the Loading port is above Typical Net Calorific Value +300 kcal/kg, it shall be calculated as Typical Net Calorific Value +300 kcal/kg ARB.

4. Basic conditions of vessel:

- a. The vessel should be seaworthy, capable of anchoring and discharging Coal at Discharging Port;
- b. The vessel should be classified as Lloyd's Classification 100 A1 or equivalent by an international Classification Society;
- c. The vessel are capable of self trimming, single deck bulk carriers having a security system and associated security equipment necessary to comply with ISPS Code, all in safe and good working order;
- d. The vessel should not more than 20 years of age (the age being calculated from the year when the vessel was launched until the time of discharging completion of shipment), unless agreed by Coalimex in writing;
- e. The Over the AgePremium (OAP) shall not apply to vessels under 16 years of age. For vessels over 16 years old, the Over the AgePremium shall be borne by the Supplier;
- f. The vessel should be fully covered by P&I throughout the duration of the voyage by a member of the international group of P&I club, or other P&I club acceptable to the charterer as the case may be; and
- g. The vessel should comply with the regulations on sanctions of the US, the United Nations and other countries and territories; comply with ISPS Code, domestic and international maritime regulations;
- h. The vessel should not have nationality of embargoed countries and territories;
- i. The vessel is compliant with all Legal Requirements at the Discharging Port, pertaining to the passage to the Discharging Port, and at the Discharging Port.

5. Discharging conditions:

- Discharging port: Cam Pha port and/or Hon Mieu anchorage, Quang Ninh, Vietnam.
- The Supplier must contact the shipping agent at discharging port to ensure the accessible draft into discharging area with maximum coal quantity loaded on the vessel. If the vessel is not allowed to enter or has to wait for entering working berth/anchorage due to waiting for high tide OR over deadweight according to port regulations, which requires lighterage; all arising responsibility, time and cost shall be at the Supplier's account.

- Maximum discharging rate: Maximum 10,000 MT/day for 24 consecutive hours (including holidays, Saturdays and Sundays)

- Dem/des: Not exceeding 15,000/7,500USD per day

6. Payment terms: L/C

7. Inspection agency at loading port: SGS or equivalent international inspection organization

PART III. FORMS OF OFFER

Form No.1: Offer for Imported Coal

Form No.2: Letter of intent and commitment regarding origin of commodity

Form No.3: Letter of intent and commitment regarding transportation of commodity

Form No.4: Supplier's financial capacity

Form No.5: List of performed contracts

Form No. 1: OFFER FOR IMPORTED COAL
(package No ____)

Date of Offer:

Name of Supplier:

Address:

Tel/Fax/Email:

We, ____ (insert the name of Supplier), hereby undertake that:

- We only participate in this Bid as primary bidder.
- We are not undergoing dissolution process, are not determined as being bankrupt or insolvent as prescribed by law.
- We have suitable registered business lines to perform the Supply package.
- Every information provided herein is truthful to the best of our knowledge.

After carefully studying the Request for Offer, we, ____ [insert the Supplier's name], would like to send our Offer for package No. ____ [insert the package's name] with details as follows.

1. Type and quality specifications of coal:

- Name of commodity: Oversea-produced coal with typical Net calorific value of ... kcal/kg (as received basis)
- Coal quality specifications:

Parameters	Basis	Typical	Rejection limit
Total moisture	As received		
Inherent Moisture	Air dried		
Ash	Air dried		
Total Sulfur	Air dried		
Volatile Matter	Air dried		
Net calorific value	As received		
H (for reference)	Air dried		
Fe ₂ O ₃ in ash (for reference)	Dried		
Size (0-50mm)			
Ash fusion temperature (in reduced environment): T1 (Initial deformation temperature) T3 (Hemispherical temperature)			

- | | |
|---|-------------------|
| 2. Quantity: | MT +/- 10% |
| 3. Origin: | |
| 4. Loadingport: | |
| 5. Discharging port: | |
| 6. Delivery terms (Incoterms 2020): | |
| 7. CFR price: | USD/MT |
| (in words:United State Dollars) | |
| 8. Price adjustment: | |
| 9. Delivery schedule at loading port: | |
| 10. Cargo size: | |
| 11. Commitment on vessel: | |
| 12. Discharging rate: | MT/day |
| 13. Demurrage/ Despatch rate: | USD/day |
| 14. Payment method: | |
| 15. Inspection company at loading port: | |
| 16. Offer validity: | |

Authorized representative of Supplier
(Full name, position, signature and seal)

**Form No. 2: LETTER OF INTENT AND COMMITMENT
REGARDING ORIGIN OF COMMODITY**

We having registered office at hereby commit to supply coal with the below-mentioned specifications to participate in the Competitive Offer package No. _____ [insert the package's name] of coal supply to Vinacomin – Coal Import Export Joint Stock Company (Coalimex):

1-Name of commodity: Oversea-produced coal with typical Net calorific value of ... kcal/kg (as received basis)

2-Quantity: MT +/- 10% (at the Supplier's option)

3-Delivery time:

We commit that the above coal source originated from/.

Authorized representative of Supplier
(Full name, position, signature and seal)

**Form No. 3: LETTER OF INTENT AND COMMITMENT
REGARDING TRANSPORTATION OF COMMODITY**

We having registered office at hereby commit to supply coal with the below-mentioned specifications to participate in the Competitive Offer package No. _____ [insert the package's name] of coal supply to Vinacomin – Coal Import Export Joint Stock Company (Coalimex):

1-Name of goods:

Oversea-produced coal with typical Net calorific value of ... kcal/kg (as received basis)

2-Quantity: MT +/- 10% (at the Supplier's option)

3-Delivery time:

We hereby commit that the above-mentioned cargo will be loaded on board from oversea loading port and transported to Cam Pha port and/or Hon Mieu anchorage, Quang Ninh, Vietnam for direct supply to Coalimex based on the agreed schedule; cargo will not be discharged on any means of transportation and/or warehouse/stockyard before being delivered to Coalimex.

Authorized representative of Supplier
(Full name, position, signature and seal)

Form No. 4: SUPPLIER'S FINANCIAL CAPACITY

Name of Supplier:

Address:

Tel/Fax/Email:

1 st year	2 nd year

Balance sheet

	1 st year	2 nd year
Total assets		
Total liabilities		
Net asset value		
Short-term assets		
Short-term liabilities		
Working capital		

Income Statement

Total revenues	1 st year	2 nd year
Average annual revenue from production and business activities		
Pre-tax profits		
Post-tax profits		

Enclose copies of financial statements (the Balance sheets including relevant description and income statements) in the last 02 fiscal years 2020 and 2021 (as applicable); which satisfy the following conditions:

1. The financial statement only includes financial capability of the supplier or consortium members (in case of a consortium bidder) but not of an affiliated entity such as parent company or subsidiary companies or affiliate companies and the Supplier or consortium members.
2. Financial statements shall be audited as prescribed
3. Financial statements must be complete and adequate as prescribed.
4. Financial statements must be complete and audited corresponding to the accounting periods.

Notes:

- In case of a consortium bidder, each consortium member shall declare information using this Form.
- Annual average revenues from business shall be determined by dividing total revenue from the mentioned years by the number of years.

Form No. 5: LIST OF PERFORMED CONTRACTS

The supplier is requested to fill details of performed shipments in 2020, 2021 in below table:

No.	Name of Vessel	Contract No. (if applicable)	Bill of lading & Certificate of Origin (if applicable)	Tax/Commercial Invoice No. (If applicable)	Performed quantity (tons)	Destination Country
1						
2						
3						
.....						
Total						

Supplier must submit one of following documents to prove that the Supplier has supplied coal:

- Purchaser's Confirmation Letter; or
- Bill of Lading (in case the Supplier's name is not mentioned on the Bill of Lading of any shipments, kindly provide Certificate of Origin issued by the competent authority for said shipment); or
- Tax/Commercial Invoice and signed contract.

In case the Supplier already carried out the shipment with the Purchaser in 2020-2022; the Supplier is only required to list the contract number, name of relevant vessel and performed quantity.

PART IV. CONTRACT TERM SHEET

Date _____

The Buyer : VINACOMIN COAL IMPORT EXPORT JOINT STOCK COMPANY

Address : No.47, Quang Trung Street, Hoan Kiem District, Hanoi, Vietnam

Phone number : +84 243 9424684

Fax: +84 243 9422350

Represented by : Mr. Pham Minh

Position: Director

The Seller :

Address :

Phone number :

Fax:

Represented by :

Position:

The Buyer and the Seller are hereinafter referred as the “**Parties**” and respectively as the “**Party.**”

The Seller hereby agrees to sell and the Buyer hereby agrees to purchase the Contract Goods (as defined below) on the terms and conditions as follows:

1. Contract Goods

_____ [insert name of commodity], later stated as “Coal” or “Cargo”.

2. Quantity

_____ metric tons (MT) +/- 10 % (at the Seller’s option).

3. Quality specifications

The Seller shall supply Coal with below specifications according to ISO standards - on As Received Basis (ARB) unless otherwise specified:

Parameters	Basis	Typical	Rejection
Total Moisture	ARB		
Inherent Moisture	ADB		
Ash	ADB		
Total Sulphur	ADB		
Volatile Matter	ADB		
Net Calorific Value	ARB		
H (for reference)	ADB		

Fe ₂ O ₃ in ash (for reference)	DB		
Size			
AFT (in reduced environment): T1 (deformation) T3 (hemispherical)			

4. Unit Price

CFR Base Price of Coal: _____ USD/MT basis Net Calorific Value (ARB) on _____ kcal/kg CFR Cam Pha port and/or Hon Mieu anchorage, Quang Ninh port, Vietnam ("CFR Price") INCOTERMS 2020.

CFR Base Price equals to FOB Base Price plus Freight.

FOB Base Price equals to _____ USD/MT.

Freight equals to _____ USD/MT.

Stevedore is on the _____'s account.

5. Price Adjustment

The CFR price is based on Net Calorific Value (ARB) of _____ kcal/kg. If the actual Net Calorific Value (ARB), which determined by the loadport analysis as stipulated in Article 8 is different from _____ kcal/kg, but not below _____ kcal/kg, then the price shall be adjusted by following formula:

Adjusted CFR Price = Actual Net Calorific Value (ARB)/Typical Net Calorific Value (ARB) * FOB Base Price + Freight

In case the actual Net Calorific Value (ARB) mentioned in the Certificate of Analysis issued by Independent Surveyor at the loading port is lower than _____ Kcal/kg, the Buyer has the right to reject the cargo.

The Net Calorific Value (ARB) of coal at the Loading port shall be capped at _____ Kcal/kg. It means, if the actual Net Calorific Value (ARB) mentioned in the Certificate of Analysis at the Loading port is above _____ Kcal/kg, it shall be calculated as _____ Kcal/kg.

6. Shipment

- Laycan: _____ at the Loading Port

- Port of loading: _____

- Port of discharge: _____

- Partial shipment: _____

- Transshipment: _____

7. Marine Terms

7.1 The Seller shall advise the Buyer the laycan. The Seller shall endeavour its best to accommodate the preference the Buyer may have on the shipment laycan.

7.2 The Seller shall nominate the performing vessel including full style and details (name of the vessel, IMO number, flag, capacity, deadweight, draft, LOA, BEAM of the vessel, laycan, expected time of arrival at the loading port...) to the Buyer for approval.

After receiving the vessel nomination from the Seller via fax/email, The Buyer shall have 24 (twenty-four) hours SHEX to accept or refuse the nomination, such approval or refusal shall not to unreasonably withheld. In case, if there is any problem with the nominated vessel, the Seller may substitute the vessel with another vessel. The Buyer's consent must again be taken in writing following same procedure as mentioned above and acceptance shall not be unreasonably withheld for the substitution.

7.3 Nominated vessel to be geared, a single deck, bulk carrier, throughout with engines and bridge aft, fully suitable for grab discharge with no obstructions in main holds and shall not have side rolling, piggyback or these types of hatch covers.

The Seller has to ensure that the nominated vessel shall not change ownership and/or class during the agreed voyage, unless otherwise agreed by the two parties.

Vessel to be always kept in seaworthy condition with valid documentations/ certificates and fully class maintained during the whole duration of this voyage and complies with the latest international safety regulation.

Vessel size: Any cargo size at Seller's option which must be consistent with current regulations of Port Authority. The Seller will be responsible for all delays including but not limited to wait for anchoring point at the anchorage and wait for permission to enter the port,...etc.

Nominated vessel shall be fully P&I covered and should have internationally accepted class certificate and not more than 20 years old to be equipped with min ____ cranes x ____ MT in good order unless otherwise mutually agreed. Payment of OAP shall be at Seller's account and settled between the Seller and the Buyer outside L/C.

Be classed as Lloyd's Classification 100 A1 or otherwise it should contain the name of the classification societies in the Certificate to be issued by Shipping Company.

7.4 Grabs and floating cranes, if any, for discharging the cargo is for the Seller's account. The cargo to be discharged from the vessel free of risk to the Buyer.

7.5 The Buyer shall guarantee the Seller one safe port, one safe berth, one safe anchorage area Cam Pha port and/or Hon Mieu anchorage, Quang Ninh, Vietnam with guarantee discharge rate:

Average rate of 10,000MT (Ten thousand metric ton) PWWD ATDN SSHINC.

The Supplier must contact the shipping agent at discharging port to ensure the accessible draft into discharging area with maximum coal quantity loaded on the vessel. If the vessel is not allowed to enter or has to wait for entering working berth/anchorage due to waiting for high tide OR over deadweight according to port regulations, which requires lighterage; all arising responsibility, time and cost shall be at the Supplier's account.

Laytime cease to count upon completion of discharging.

Demurrage/despatch rate to be as per governing Charter Party and to be advised at the time of the Seller's nomination of the vessel but in any case do not exceed USD15,000/7,500 /day fractions pro-rata. The Seller must provide the copy of Charter Party.

7.6 NOR and Laytime Calculation: (to be discussed)

8. Quality and Quantity Determination:

8.1 At loading port

8.1.1 Quality Determination

The quality of the Coal shall be determined based on the COA issued by _____ Surveyor appointed by the Seller at Loading Port. The costs of sampling and analysis at Loading Port shall be for Seller's account.

All sampling and sample analysis necessary pursuant to the terms of this Agreement shall be made according to ISO standards unless otherwise stated.

The coal composite sample shall be properly packed and sealed in airtight containers and shall be divided into 2 (Two) parts to provide:

- + 01 (one) sample being the shipment analysis sample (the "**Shipment Sample**");
- + 01 (one) sample being the umpire sample (the "**Umpire Sample**") to be retained by Independent Surveyor for 30 days after completion of loading (B/L date).

8.1.2 Quantity Determination:

The weight of each Shipment shall be determined by a draught survey taken at Loading Port by Independent Surveyor appointed by the Seller. Independent Surveyor shall issue a certificate certifying the weight of the Shipment ("**Certificate of Weight**"). The costs of weighing shall be for the Seller's account. This survey shall determine the weight for issuance of the Bill of Lading.

8.2 At discharging port:

The Buyer have the right to appoint an Independent Surveyor to witness the vessel discharging and perform the weight and sampling and analysis operations in accordance with the respective ISO standards for the total quantity of the coal discharged out of vessel at discharge port. The certificate of analysis shall detail the results as defined in Article 3.

9. Payment,

9.1 Payment for the Coal shipped shall be made by the Buyer in accordance with the payment method: _____

9.2 All costs incurred to open such L/C are for the Buyer's account.

All banking charges outside issuing bank country including confirmation charge (if any) are for account of beneficiary. All banking charges inside issuing bank country are for account of applicant. L/C amendment charges will be on the account of the party requiring the amendment unless L/C is not opened in accordance with contract's conditions and terms.

9.3 Instructions for L/C:

9.4 100% of Invoice value to be paid against presentation of the following documents:

(1)	3/3 Originals of the Bills of Lading Clean "Shipped on Board", marked Freight Payable as per charter party, made out to the order of the issuing bank, notify the Applicant and shows gross weight.
(2)	03 (three) originals of Commercial invoice issued by the Seller.
(3)	01 (One) original and 02 (two) copies of Certificate of Weight issued at loading port by Independent Surveyor
(4)	01 (One) original and 02 (two) copies of Certificate of Analysis issued at loading port by Independent Surveyor
(5)	Other documents

10. Other terms and conditions: to be discussed during negotiation.

FOR AND ON BEHALF OF BUYER

FOR AND ON BEHALF OF SELLER