
Ref: UNEW-G3-CL-008

Date: 13 August 2026

To: Bid Evaluation Committee

Phu My Thermal Power Company — Vietnam Power Generation Corporation 3 (EVNGENCO3)

Subject: Clarification response — delivery conditions after repair for Hot Gas Path components that cannot be repaired (sub-item 1, Item III, Article B, Section 1, Chapter V — Terms and Delivery Location)

Dear Members of the Bid Evaluation Committee,

UNEW, Inc. (the Bidder) refers to the Committee's Request for Clarification, in which the Committee records that the Bidder committed to the correct delivery location and to delivery and receipt conditions meeting the requirements of sub-item 1, Item III, Article B, Section 1, Chapter V, but did not provide a commitment regarding the delivery conditions after repair for Hot Gas Path components that cannot be repaired. The Bidder gives that commitment below.

1. The requirement addressed

Sub-item 1, Item III, Article B, Section 1, Chapter V sets out the Terms and Delivery Location and allocates each element of the scope of works between the Owner and the Contractor. The delivery location is the Warehouse of Phu My Thermal Power Company, Phu My 1 Industrial Zone, Phu My ward, Ho Chi Minh City, Vietnam.

The clause addresses non-repairable components expressly. The row allocated to the Contractor provides that the repaired and refurbished parts, **including scrap parts**, shall be delivered on DAP (Incoterms 2020) at the Owner's warehouse. The requirement therefore does not create a separate delivery regime for components that cannot be repaired; it places them on the same DAP basis as the components that are successfully repaired. The Bidder's commitment below is given on that basis and confirms it expressly.

2. The Bidder's commitment

UNEW, Inc. commits that Hot Gas Path components which are determined, on incoming inspection or at any stage of the repair process, not to be repairable shall be returned to the Owner on Delivered at Place (DAP, Incoterms 2020) terms at the Warehouse of Phu My Thermal Power Company, Phu My 1 Industrial Zone, Phu My ward, Ho Chi Minh City, Vietnam.

Those components shall be returned on the same delivery terms, and with the same allocation of costs and risks, as apply to the components that are successfully repaired or refurbished. UNEW shall bear all costs, risks and expenses of export customs clearance, transportation, insurance and unloading for that delivery, and all taxes, duties and fees arising outside the territory of Vietnam.

No separate, reduced or conditional delivery undertaking is offered by the Bidder for non-repairable components. The delivery commitment is single and applies to every component received under the Contract, whether it is returned as serviceable or as scrap.

3. Allocation of costs and responsibilities as committed

For the avoidance of doubt, the Bidder confirms the allocation below, which follows the clause without qualification and applies to repaired and non-repairable components alike.

Element of the scope of works	Owner	Contractor
Pick-up of spare parts for repair and refurbishment at the Owner's warehouse, on EXW (Incoterms 2020)		X
Packing of the goods and support to the Contractor for temporary export procedures and documentation, if any	X	
All taxes within the territory of Vietnam relating to the temporary export of goods for repair and refurbishment, if any	X	
Unloading and loading of the goods onto the transport vehicle, and all transportation, export procedure and insurance costs from the Owner's warehouse to the refurbishment site, including any costs of the temporary export formalities where the goods are repaired or refurbished outside Vietnam		X
Any taxes, duties and fees arising outside the territory of Vietnam		X
Delivery of the repaired and refurbished parts, including scrap parts, on DAP (Incoterms 2020) at the Owner's warehouse		X
All costs, risks and expenses of export customs clearance, transportation, insurance and unloading of the goods for delivery to the Owner's power plant		X
Any taxes, duties and fees arising within Vietnam	X	

4. Consignment, timing and customs closure

Non-repairable components will be returned in the same consignment as the repaired and refurbished components of the same batch, so that the Owner receives one DAP delivery per batch rather than two. Where the size of a batch or the sequence of the repair programme makes a separate consignment necessary, UNEW will advise the Owner in advance and the separate consignment will be delivered on the same DAP terms and at the Bidder's cost.

Where the goods are repaired or refurbished outside Vietnam, they leave Vietnam under temporary export procedures. A temporary export declaration is closed by the re-import of the items declared under it. Components found non-repairable therefore return to Vietnam as a matter of customs necessity as well as of contractual obligation, under the same declaration and, ordinarily, in the same consignment as the repaired components. UNEW will prepare and bear the cost of the export customs clearance for that return and will provide the Owner with the documentation required to close the temporary export declaration.

5. Identification, segregation and documentation of non-repairable components

So that non-repairable components cannot be confused with serviceable components on receipt at the Owner's warehouse, UNEW will return them as follows.

No.	Measure applied to every non-repairable component returned
1	Returned under its original serial number, individually tagged as not serviceable, and packed in separate, clearly marked containers from the serviceable components of the same consignment
2	Listed on a separate section of the packing list, identifying each component by part number, serial number and installation position

No.	Measure applied to every non-repairable component returned
3	Accompanied by the disposition report for that component, stating the finding on which it was determined not to be repairable and the acceptance criterion of the governing procedure against which that finding was assessed
4	Accompanied by the supporting inspection records relied upon, being the visual, dimensional and non destructive examination records as applicable to the component
5	Accompanied by the customs documentation identifying the component against the temporary export declaration under which it left Vietnam

6. Title and disposal

Components delivered to UNEW under the Contract remain the property of the Owner at all times, whether or not they are subsequently found to be repairable. UNEW does not acquire title in a component by reason of its being found non-repairable, and will not sell, scrap, dispose of or otherwise deal with any such component. Every component received will be accounted for and returned to the Owner.

If the Owner prefers, for any particular component or batch, that non-repairable components be disposed of at the refurbishment site rather than returned, UNEW will act on the Owner's written instruction to that effect, subject to the Vietnamese customs requirements applicable to closing the temporary export declaration. Absent such a written instruction, the components will be returned in accordance with Section 2.

7. Relationship to payment

The commitment in this letter concerns delivery only and is given without qualification. It is separate from, and does not affect, the Bidder's position on payment, which is that no repair or refurbishment price is invoiced in respect of a component that is not successfully repaired, and that the Owner settles payment on the actual quantity of components successfully repaired. That position was stated in the Bidder's clarification response UNEW-G3-CL-006 and is unchanged. The return of a non-repairable component to the Owner's warehouse under Section 2 is not conditional on any payment in respect of that component.

8. Summary

The Bidder confirms that its commitment on delivery location and on delivery and receipt conditions extends, without distinction, to Hot Gas Path components that cannot be repaired. Those components will be delivered on DAP (Incoterms 2020) at the Warehouse of Phu My Thermal Power Company, at the Bidder's cost and risk, identified, segregated and documented as set out in Section 5, and in the same consignment as the repaired components of the same batch. The Bidder accordingly meets sub-item 1, Item III, Article B, Section 1, Chapter V in full.

The Bidder trusts that the above satisfies the Committee and remains available for any further clarification.

Yours faithfully,



Ronal Miller

Operations Director

UNEW, Inc.