



ASIA PACIFIC POTASH CORPORATION LIMITED

Asia Pacific Potash Co., Ltd

Procurement documents

Employer: Asia Pacific Potash Corp., Ltd.



July, 2026



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Asia Pacific Potash Corporation (APPC)

Procurement Document of EIA Project for

APPC Udon South Residential Complex

Project: EIA Project for APPC Udon South Residential Complex

Employer: Asia Pacific Potash Corporation Ltd. (APPC)

Procurement Method: Open Inquiry and Comparison

Bid Limit (Maximum Budget): THB 3,500,000 (Three Million Five Hundred Thousand Thai Baht, inclusive of VAT)

Date: July 2026 (Issued for Tender)

1. Procurement Content

The Employer (APPC) intends to procure professional Environmental Impact Assessment (EIA) consulting services for the APPC Udon South Residential Complex project located in Udon Thani Province, Thailand. The selected consultant will be responsible for conducting all necessary environmental baseline studies, impact assessments, public consultations, and report preparation to produce a comprehensive EIA report for the residential complex. The consultant will also be responsible for obtaining approval of the EIA report from the Office of Natural Resources and Environmental Policy and Planning (ONEP), as detailed in the Terms of Reference (TOR). This EIA is required to comply with the National Environmental Quality Act and related notifications issued by the Ministry of Natural Resources and Environment, as the construction and operation of the residential complex fall within the category and scale of projects that require an EIA report under Thai environmental laws and regulations. The consultant must provide accurate, comprehensive EIA consulting services and deliver all required reports, data, and supporting documents in both Thai and English to enable APPC to meet regulatory requirements and obtain ONEP approval.

2. Supplier Qualification

The supplier must be a legally registered company in Thailand as an Environmental Impact Assessment (EIA) consulting company (provide business license, certificate of incorporation, EIA consulting license or equivalent).

The supplier must have verifiable experience in preparing Environmental Impact Assessment (EIA) reports for office and/or residential building projects. The supplier must have completed at least two (2) relevant EIA projects for office and/or residential building developments since



January 1, 2020, with reports that have been submitted to or approved by ONEP's Expert Review Committee (relevant qualification certificates and project references shall be provided).

From January 1, 2020, the supplier must have completed and fulfilled at least two (2) similar project performance contracts for EIA reports of office and/or residential building developments (copies of contracts must be provided, which should include at least the contract's title page, scope page, and signature and seal page).

The personnel of the project team that the supplier intends to assign to this project must include ONEP-registered environmental experts in relevant fields and other key specialists as specified in the TOR. The proposed Project Manager or team leader should have at least 5 years of experience in environmental impact assessments and should have led at least one similar EIA project for an office or residential building development (registration certificates and professional technical certificates shall be provided).

3. Technical Requirements

The contractor is required to deliver professional and reliable EIA consulting services in accordance with the technical specifications outlined in the TOR. All work must adhere to the National Environmental Quality Act, ONEP guidelines, and applicable Thai environmental laws and regulations.

Key technical requirements include:

3.1 Environmental Baseline Study & Field Survey: The consultant shall collect baseline environmental data around the project area that may be affected by the construction and operation of the residential complex, following the specific project guideline for EIA preparation. This includes air quality, noise levels, traffic conditions, land use, water quality, and community opinions. The consultant shall also review and reference the environmental monitoring reports, to understand the existing environmental conditions and mitigation measures already in place at the mine site.

3.2 Environmental Impact Assessment: The consultant shall assess the potential environmental impacts expected from the project, separated into construction and operational phases, covering both positive and negative impacts, direct and indirect, on natural resources and the environment in both quantitative and qualitative terms. The assessment must address physical, biological, and socio-economic environmental factors. The consultant must propose appropriate mitigation measures to prevent, reduce, and address environmental impacts, including practical implementation methods, timelines, and estimated costs, as well as environmental monitoring measures to track environmental quality and detect potential issues.

3.3 Deliverable Format: The consultant must produce all reports in both Thai and English languages. The EIA report must comply with the format, principles, and requirements set by ONEP and relevant laws and regulations. The report shall contain at minimum the following sections: Introduction, Project Details, General Environmental Conditions, Environmental Impact



Assessment, Environmental Mitigation Measures and Monitoring Program, and Appendices. All deliverables must be suitable for submission to ONEP and for APPC's internal use.

3.4 Quality Assurance: Implement rigorous QA/QC procedures for all data collection, analysis, and report preparation. A qualified senior environmental specialist should review and verify the findings and conclusions. Any discrepancies or issues in the deliverables must be investigated and resolved. The consultant will be expected to correct any errors in the deliverables at no additional cost if they are found not to meet the required standards. The consultant acknowledges that the EIA report will be subject to scrutiny by regulatory authorities, and therefore commits to producing a report that can be approved by ONEP without undue revisions.

3.5 Safety and Site Compliance: All field work must be carried out with appropriate safety measures. The consultant's personnel shall follow APPC's safety protocols when on site (e.g. use of PPE, hazard communication, etc.), and all field activities must be planned and conducted to avoid any harm to people, property, or the environment. The consultant shall also conduct public participation activities in accordance with ONEP guidelines and legal requirements, ensuring that local communities and stakeholders are informed and have the opportunity to provide input.

4. Purchase Quantity and Specifications

This procurement covers the full scope of Environmental Impact Assessment (EIA) consulting services for the APPC Udon South Residential Complex (as detailed in the TOR). Specifically, the scope includes reviewing project documents and the approved mine EIA, collecting baseline environmental data, conducting environmental impact assessment for both construction and operational phases, proposing mitigation and monitoring measures, conducting public participation activities including public opinion surveys and community engagement, and preparing a comprehensive EIA report for submission to ONEP. The output will be a complete EIA report package including the draft and final EIA reports (Thai, with English executive summary), public participation documentation, progress reports, and a completion report. All data and documentation must be provided in the required bilingual format (Thai/English). If any additional scope adjustments are deemed necessary (for example, to cover additional environmental parameters or expanded study areas), they may be added to the scope with prior approval from APPC, and the contract quantity and price will be adjusted accordingly (within the limits of the budget). All personnel, resources, and logistics needed to complete the work are the responsibility of the consultant and should be reflected in the quotation.

5. Service Content and Service Standard

The services to be provided include end-to-end execution of the EIA project, delivery of all required data and reports, and incorporation of APPC's feedback during the review process. Key components of the service and standards expected are:

5.1 Comprehensive Environmental Study: The consultant will perform all necessary fieldwork and desktop studies to collect baseline environmental data, assess environmental impacts, and



develop mitigation and monitoring measures. This includes reviewing project documents, conducting field surveys, organizing public participation activities, and preparing the EIA report in accordance with ONEP guidelines.

5.2 Data Analysis and Reporting: All collected environmental data must be processed and analyzed to produce the EIA report. The consultant shall prepare formal EIA reports (Thai and English) containing project details, general environmental conditions, environmental impact assessment, mitigation measures and monitoring programs, and all supporting appendices. Figures, maps, and data tables should be included to clearly present the findings.

5.3 Deliverable Quality and Completeness: The delivered reports and data should be complete, accurate, and ready for regulatory submission. This means the documentation must fully satisfy ONEP's requirements for EIA reporting. Key expectations include: comprehensive coverage of all required environmental parameters, clear presentation of findings (tables, graphs, maps), consistent use of terminology, and an executive summary of findings. The deliverables should be suitable for APPC to use in regulatory compliance and to address any stakeholder concerns about environmental impacts.

5.4 Collaboration and Feedback: The consultant is expected to work closely with APPC's team. Draft deliverables (e.g. interim results or a draft EIA report) may be reviewed by APPC or its consultants. The consultant must address any comments or required changes promptly. All final deliverables should incorporate feedback to the satisfaction of APPC. The consultant shall also support APPC through the regulatory review process until ONEP approval is obtained.

5.5 Post-approval Support: As part of service standards, the consultant should provide a briefing or presentation of the EIA findings to APPC's management (if requested), and ensure that APPC staff are informed about the environmental monitoring requirements and how subsequent monitoring should be carried out. (For full technical details of the project requirements, refer to Attachment 1: Terms of Reference.)

6. Other Requirements

Truthfulness and Ethics: Bidders must ensure that all information and documentation provided in their proposals (and any subsequent clarifications) are truthful, accurate, and verifiable. The employer reserves the right to verify any claims or documents submitted. If a bidder is found to have misrepresented information, submitted falsified documents, or engaged in any fraudulent or unethical behavior in an attempt to win this contract, APPC reserves the right to disqualify that bidder's proposal and may pursue further legal remedies. Similarly, any form of collusion or conflict of interest in the bidding process will result in disqualification.

Compliance with Safety Standards: The consultant must comply with APPC's safety, health, and environmental (HSE) standards throughout the execution of the project. All personnel working on APPC's site or facilities must undergo safety orientation and adhere to APPC's rules (for example, use of appropriate PPE, adherence to work permit systems, etc.). The consultant should have in



place a safety management plan for the field activities and will be responsible for any safety incidents arising from negligence. Non-compliance with safety requirements could be grounds for contract termination or penalties.

Budget and Financial Conditions: The maximum budget (ceiling price) for this project is THB 3,500,000 (Three Million Five Hundred Thousand Thai Baht), inclusive of all applicable taxes and charges. Bidders' financial proposals must not exceed this budget. Any proposal with a total price exceeding THB 3,500,000 may be rejected. The price should be quoted in Thai Baht and should cover all aspects of the work as described in the TOR. Payment terms will be as per the draft contract and will generally be structured in milestones.

Language of Deliverables: As noted, all final deliverables (reports, documentation, correspondence) must be provided in both English and Thai. The consultant should ensure adequate language capabilities in its team for producing professional-quality documents in both languages. If translation support is needed for the Thai versions, the consultant should factor that into their approach to guarantee accuracy and consistency between the English and Thai deliverables.

Reservation of Rights: APPC reserves the right to accept or reject any or all proposals, to waive minor irregularities, and to request clarifications or additional information as needed. The issuance of this procurement document does not commit APPC to award a contract. APPC also reserves the right to cancel or re-issue the procurement in the event that an insufficient number of qualified bids are received or for any other reason in accordance with company policy.

7. Procurement Method

Open Inquiry and Comparison - This procurement will be conducted through an open and competitive invitation for proposals. The procurement announcement and relevant documents will be publicly shared on the Procurement Section of the official APPC website. APPC invites all qualified firms, institutions, and agencies with relevant EIA expertise in Thailand to participate and submit their proposals. All submitted proposals will be evaluated against the defined technical and financial criteria, and the contract will be awarded to the bidder that demonstrates the best overall value to APPC.

8. Procurement Form

Form of Public Notice - This procurement is being carried out through a public notification process. The employer will publicly post this Procurement Document (including the TOR and all attachments) on the Procurement Section of the official APPC website. Any capable and qualified supplier in Thailand is entitled to access the documents and submit a proposal. All interested parties will have access to the same information and will be given equal opportunity to seek clarifications within the specified timeframe to ensure a fair, just, and transparent process.



9. Obtaining Time of Procurement Documents and Obtaining Place (How to Get It)

From 21 July 2026 to 31 July 2026, interested suppliers may obtain the official procurement documents for this project via electronic means. APPC will make the complete procurement package (including the TOR, all attachments, and templates) publicly available for download on the Procurement Section of the official APPC website. If any interested supplier experiences technical difficulties or fails to access the documents by 25 July 2026, they should contact the APPC representative (see Section 11) immediately. It is the sole responsibility of the prospective bidders to ensure they have downloaded all parts of the procurement package during this period. No fee will be charged for obtaining these procurement documents.

10. Submission of Response Documents

Submission Deadline: Before 08:00 (Bangkok Time) on 17 August 2026. All proposal documents must be submitted to the employer no later than 08:00 on 21/08/2026. Late submissions, even by a few minutes, will be rejected and not considered for evaluation.

Submission Method: The proposals shall be submitted electronically via email to the designated tender email address provided by APPC (tender@appc.co.th). The complete proposal shall be submitted as email attachments. If the total file size exceeds the email attachment limit, bidders may provide a secure download link for the proposal documents. The proposal shall be prepared in two separate parts: (1) Technical Proposal and (2) Financial Proposal. The Technical Proposal shall be prepared in English and shall include the bidder's qualifications, relevant project experience, proposed project team and key personnel, technical methodology, work plan and implementation schedule, together with all supporting documents and information required under Attachment 2. The Financial Proposal shall consist of the bidder's price quotation and shall be prepared strictly in accordance with the Quotation Sheet provided in Attachment 2. At a minimum, the submission email shall include a completed and duly signed Quotation Sheet, the Technical Proposal, and all other documents required under Attachment 2. Bidders are encouraged to organize and clearly label all submission documents to facilitate APPC's review and evaluation process.

Format and Requirements: The proposal documents should be in PDF format (or Microsoft Word for sections requiring forms) and must be signed or stamped by the authorized representative of the bidder where indicated. The email's subject line and the filenames of attachments should clearly indicate the project name and the bidder's name (for example: "Proposal_EIA Udon South Office Residential_<Company Name>.pdf"). Bidders are strongly advised to double-check that their email submission has been successfully sent and received before the deadline. Late submissions or proposals that do not conform to the format requirements (e.g., missing the Quotation Sheet or Technical Proposal) may be rejected at APPC's discretion.



Proposal Validity: Proposals must remain valid for 90 days from the submission deadline. An authorized person of the bidder should state in the cover letter that the proposal will remain valid for this period. Bidders may modify or withdraw their proposals by giving notice in writing to APPC before the submission deadline. No modifications are allowed after the deadline.

11. Clarifications and Contact Information

Contact Person: MISS.SUPAPORN SRIRING

Telephone: 085-058-7333 (within Thailand)

Email: supaporn@appc.co.th

Bidders may seek clarifications or further information regarding this procurement up until the specified deadline. Any request for clarification must be submitted in writing on the bidder's official letterhead (or email with equivalent company identification) and sent via email to the contact person above. The bidder should clearly reference the section of the procurement documents or TOR that the query relates to, and clearly state the question.

The deadline for submitting clarification questions is 17:00 (Bangkok Time) on 10 August 2026. No new clarification queries will be entertained after this time. It is the bidder's responsibility to request clarification before the deadline if any part of the requirements is unclear.

To ensure transparency and equal opportunity for all potential competitors, all clarification questions received, together with APPC's consolidated responses, will be compiled into the Minutes of Clarifications. These Minutes will be officially published on the procurement section of the APPC official website. Individual or exclusive responses will not be provided to any single bidder, and all clarification contents shall be fully shared with and accessible to all bidders.

(No formal bidder briefing meeting or site visit is scheduled for this tender. However, if a bidder deems a site visit necessary to understand the project area, they may contact the APPC representative to request one. Any site visit, if arranged, will be optional and at the bidder's own cost and risk. APPC will coordinate as needed but will not bear responsibility for travel or logistics. All information necessary for bidding is provided in the TOR and documents. Any approved requests for supplementary project data (e.g., maps, previous studies) will be issued to all bidders simultaneously via the official website to maintain a fair bidding environment.)

12. Evaluation Method (Comprehensive Scoring)

The evaluation of proposals will be conducted using a Comprehensive Scoring Method, taking into account the bidder's qualifications (business/commercial aspects), the quality of the technical proposal, and the price (financial offer). The weighting of each aspect in the total score is as follows:



Business/Commercial - 10% of total score (10 points)

Technical - 60% of total score (60 points)

Financial (Price) - 30% of total score (30 points)

Each proposal from a compliant bidder will be evaluated by an evaluation committee appointed by APPC. The committee will assign scores for the Business and Technical portions based on predefined criteria, and will calculate the Price score according to the formula/method described below. The total score (out of 100) will determine the ranking of proposals. The contract will be awarded to the bidder whose proposal achieves the highest total score, provided it meets all mandatory requirements and is within the budget. In the event that the top-scoring proposal is disqualified or the bidder withdraws, the next highest scoring proposal may be considered.

Business/Commercial Review (Score: 10 points) - This aspect evaluates the bidder's corporate qualifications, relevant experience, and overall capability to perform the contract. Factors include the bidder's experience with similar projects (EIA reports for office and/or residential building developments), references from past clients, existence of required certifications or ONEP registration, and the financial stability and legal compliance of the firm. Scoring guideline: A bidder with excellent relevant experience and qualifications (e.g., multiple similar EIA projects successfully completed and approved by ONEP, recognized expertise in environmental impact assessment) will score in the range of 8-10 points. A bidder with moderate experience/qualifications (some relevant projects or partial experience) will score around 4-7 points. A bidder with minimal relevant experience or qualifications will score 1-3 points. Bidders with no relevant experience or who fail to meet the basic qualification criteria will score 0 and may be disqualified.

Technical Review (Score: 60 points) - This aspect evaluates the quality and feasibility of the Technical Proposal. It examines how well the bidder understands the project requirements and the soundness of their proposed methodology, work plan, team, and safety/quality management. Key sub-criteria include:

Proposed Methodology & Work Plan: The clarity and robustness of the approach to executing the EIA study. This includes how the bidder plans to collect baseline environmental data, perform impact analysis for the Residential Complex, develop mitigation measures, conduct public participation activities, and prepare the EIA report. It also covers the proposed timeline (the schedule to complete the study and report preparation within 6 months) and whether it is realistic. Special attention will be given to the strategy for ensuring the EIA report meets ONEP's expectations and can be approved with minimal revisions. (Up to 30 points.)

Team Qualifications & Resources: The expertise and experience of the team assigned to the project. Evaluators will consider the qualifications of key personnel (ONEP-registered environmental experts, project manager, lead environmental specialist, public participation expert, etc.), the capability to organize and conduct public participation activities in compliance with ONEP guidelines, and the bidder's overall resource capability to deliver the project on time.



The inclusion of personnel who have local Udon Thani knowledge or experience with similar office/residential building EIA projects will be favorably considered. (Up to 20 points.)

Health, Safety & Quality & Local Community Management: The bidder's plan for ensuring safety during field operations, quality control of data and reports, and effective community engagement. This includes any project-specific safety measures, the quality assurance procedures for environmental data collection and analysis, and the approach to public consultation and stakeholder engagement. A strong plan that aligns with APPC's safety standards and ensures reliable results and meaningful community participation will score higher. (Up to 10 points.)

The technical proposal must achieve a minimum score (if any minimum threshold is defined by APPC) to be considered technically responsive. The evaluators will assign scores for each sub-criterion and sum them to get the technical score (maximum 60).

Table 1. Technical Scoring Table

Serial Number	Scoring Item	Standard Score	Scoring Criteria
1	Proposed Methodology & Work Plan	30	This criterion evaluates the bidder's proposed methodology for conducting the Environmental Impact Assessment (EIA) study for the residential complex, including baseline environmental data collection (air quality, noise, water quality, traffic, land use), environmental impact assessment for construction and operational phases, development of mitigation and monitoring measures, public participation activities, and EIA report preparation. The evaluation will consider the completeness, technical soundness, feasibility, and practicality of the proposed work plan, as well as the bidder's ability to ensure the EIA report meets ONEP requirements and can be approved with minimal revisions. 20-30 Points (Excellent): The proposed methodology is comprehensive, technically sound, practical, and highly feasible, demonstrating deep understanding of ONEP requirements and a clear strategy for report approval; 10-19 Points (Good): The proposed methodology is generally adequate and capable of meeting the project requirements; 1-9 Points (Poor): The proposal provides limited, incomplete, or unclear information regarding environmental baseline study, impact assessment methodology, public participation plan, or quality control.
2	Team Qualifications &	20	This criterion evaluates the qualifications and experience of the bidder's key personnel (including ONEP-registered environmental experts, project



	Resources		manager, lead environmental specialist, public participation expert, and other key specialists), the bidder's capability to organize and conduct public participation activities in compliance with ONEP guidelines, and the bidder's overall resource capability to successfully complete the project within the required 6-month schedule. 13-20 Points (Excellent): The proposed technical team is complete and well-structured, with qualified personnel covering all required disciplines. The team includes ONEP-registered experts with relevant experience in office/residential building EIA projects. The bidder demonstrates strong overall resource capability and a high likelihood of delivering the project successfully and on schedule; 6-12 Points (Good): The proposed technical team is generally adequate to perform the project. Most key positions are covered, and the team has sufficient experience to meet the basic project requirements, although some resources, experience, or technical capabilities may be limited; 1-5 Points (Poor): The proposed technical team is incomplete, lacks key personnel, or does not demonstrate sufficient experience. The bidder's overall resource capability is considered weak.
3	Health, Safety & Quality & Local Community Management	10	This criterion evaluates the bidder's proposed Health, Safety, Environment (HSE), Quality Assurance (QA/QC), and Local Community Management measures for the execution of the project. 1. HSE and Quality Management (5 Points) The bidder shall demonstrate: Project-specific safety measures for field operations, including work in and around the mine site and surrounding communities. 4-5 Points (Excellent): Comprehensive and well-developed HSE and QA/QC management system fully compliant with Thai regulations and international best practices. 2-3 Points (Good): Adequate HSE and QA/QC measures with minor deficiencies but generally capable of meeting project requirements. 0-1 Point (Poor): Limited or insufficient HSE and QA/QC measures, or significant gaps in regulatory compliance and quality control. 2. Local Community Management and Social Responsibility (5 Points) 4-5 Points (Excellent): Demonstrates a comprehensive



			community engagement strategy with clear commitments to stakeholder engagement, public participation in compliance with ONEP requirements, and conflict prevention/resolution. 2-3 Points (Good): Provides reasonable community management measures with some engagement initiatives but limited detail or commitment. 0-1 Point (Poor): Provides minimal consideration of community relations, public participation, or stakeholder management.
Total	Total	50	

Financial (Price) Review (Score: 30 points) - The price score will be calculated based on the bidder's proposed total price (inclusive of all taxes) as given in the Quotation Sheet.

(1) When the number of bidders passing the preliminary evaluation is 4 or more, the calculation method is as follows:

Benchmark price for bid evaluation = the second lowest price (second lowest price) passing the preliminary evaluation x 100%

Calculate the deviation rate δ of the bid evaluation price of the bidder;

$\delta = (\text{bid evaluation price of the bidder} - \text{bid evaluation benchmark price}) / \text{bid evaluation benchmark price} \times 100\%$;

When $\delta \leq 0$, score 30 points;

When $\delta > 0$, the score of bidding quotation shall be deducted by 1 point for every 1 percentage point increase of δ on the basis of 30 points, and the minimum deduction shall be 10 points.

(2) When the number of bidders passing the preliminary evaluation is 3, the calculation method is as follows:

Benchmark price for bid evaluation = Lowest price x 100%

Calculate the deviation rate δ of the bid evaluation price of the bidder;

$\delta = (\text{bid evaluation price of the bidder} - \text{bid evaluation benchmark price}) / \text{bid evaluation benchmark price} \times 100\%$;

According to the deviation rate δ of the bidder's bid evaluation price, the bidder's quotation score is determined as follows:

When $\delta = 0$, score 30 points;



When $\delta > 0$, the score of bidding quotation shall be deducted by 1 point for every 1 percentage point increase of δ on the basis of 30 points, and the minimum deduction shall be 10 points.

After scoring each proposal on the Business, Technical, and Financial criteria, the evaluation committee will combine the scores to determine the Total Score out of 100 for each bid. The rankings will be established accordingly. APPC will then proceed to award the contract to the highest-ranked bidder. If two or more proposals are tied in score, APPC may give preference to the one with the higher Technical score.

Review procedure: The evaluation committee shall review the response documents submitted by all suppliers in accordance with the requirements specified in the procurement documents. Only suppliers that pass the Qualification Review shall be eligible to proceed to the subsequent Business, Technical, and Financial evaluations. According to the Tendering and Procurement Management Regulations of Asia Pacific Potash Corporation Ltd. (APPC), the number of suppliers that pass the qualification review shall be no fewer than three (3).

13. Draft Contract

A draft form of the contract that the successful bidder will be expected to sign is provided in Attachment 3. Bidders should review this draft contract and ensure that they are able to comply with its terms and conditions. The final contract will be prepared by APPC, incorporating the main terms from the draft and specific details (e.g., contract value, timeline, deliverables) based on the successful bidder's proposal. Bidders are not required to fill out or sign the draft contract at this stage; it is provided for reference and to allow bidders to understand APPC's standard contract terms. If a bidder wishes to propose any exceptions or modifications to the contract terms, these should be clearly stated in their proposal (however, bidders should note that significant deviations from the standard terms may affect the evaluation of their offer or the willingness of APPC to award the contract).

14. Quotation Format and Requirements

Reasonably compile according to the characteristics of the project, see Attachment 2: Quotation (Bid Offer Form).

Note: If there are arithmetic errors or other errors in the response quotation, the review panel shall require the supplier to correct the response quotation in accordance with the following principles and request the supplier to provide written clarification and confirmation. If the supplier refuses to clarify and confirm, its response document shall be deemed invalid:

- (1) If the total price amount is inconsistent with the unit price amount, the unit price amount shall prevail, except where there is an obvious error in the decimal point of the unit price amount;
- (2) If the total quotation in the quotation table does not match the sum of the itemized quotations, the cumulative total of the itemized quotations shall prevail;



(3) If there are missing items in the itemized quotation, and the content of the missing items does not constitute a material deviation, it shall be deemed that the price of the missing items has been included in other itemized quotations.



APPC Udon South Residential Complex Environmental Impact Assessment (EIA) Project Tender Attachments

Attachment 1: Terms of Reference (TOR)

Employer: Asia Pacific Potash Corporation Ltd. (APPC)

Project Location: Udon Thani Province, Thailand

1. Background and Rationale

Asia Pacific Potash Corporation Ltd. (APPC) is developing a potash mining project in Udon Thani Province, Thailand. As part of the project development, APPC plans to construct an office building and a residential complex for employees at the Udon South Potash Mine site to support mining operations and provide accommodation for personnel working within the project area.

The construction and operation of the residential complex fall within the category and scale of projects that require an Environmental Impact Assessment (EIA) report under Thai environmental laws and regulations, specifically under the National Environmental Quality Act and related notifications issued by the Ministry of Natural Resources and Environment. Accordingly, APPC must prepare and submit an EIA report for the residential complex to the Office of Natural Resources and Environmental Policy and Planning (ONEP) for review and approval.

APPC therefore seeks to engage a qualified third-party consultant—a Thai-registered EIA firm with demonstrated experience in similar projects—to conduct the environmental impact assessment study and prepare the EIA report for the APPC Udon South Residential Complex. The consultant will study baseline environmental conditions, assess potential impacts from construction and operation of the residential buildings, and develop appropriate mitigation and monitoring measures. The consultant will also conduct public participation activities as required by law and prepare the EIA report in accordance with ONEP guidelines and the specific project guideline for this type of development.

2. Objectives

2.1 To engage a qualified consultant to study and prepare an Environmental Impact Assessment (EIA) report for the APPC Udon South Residential Complex project.



2.2 To assess the potential environmental impacts resulting from the construction and operation of the residential complex, covering physical, biological, and socio-economic environmental factors.

2.3 To propose appropriate mitigation measures to prevent or minimize adverse environmental impacts, and to establish monitoring programs to track environmental quality throughout the project lifecycle.

2.4 To conduct public participation activities in accordance with ONEP requirements and Thai law, ensuring that local communities and stakeholders are informed and have the opportunity to provide input.

2.5 To prepare and submit the EIA report to ONEP and support APPC through the regulatory approval process until the report receives official approval from the Expert Review Committee.

3. Project Area

The project area encompasses the APPC Udon South Potash Mine site and its vicinity, located in Nong Khon Kwang, Non Sung, and Nong Phai Sub-districts of Mueang Udon Thani District, and Huai Sam Phad and Na Muang Sub-districts of Prachaksinlapakhom District, Udon Thani Province, Thailand. The residential complex will be situated within the mine license area. The study area for the EIA includes the project site and surrounding communities within the radius specified by applicable regulations, covering areas that may be affected by the construction and operation of the residential buildings.

4. Project Duration

The total duration for the consultancy services shall be 6 months from the contract signing date, excluding the time taken by the Employer or government agencies to review and approve the report. The consultant is expected to follow a detailed work schedule (to be agreed at project inception) that meets this timeline. The EIA report must be completed and submitted to APPC within 6 months, and the consultant must support APPC through the regulatory review process until ONEP approval is obtained.

Table 1: Project Schedule Overview

No.	Activity	Timeline (Month)
1	Project planning, data collection, and document review	Month 1
2	Baseline environmental study and field survey	Month 1-2
3	Public participation activities (1st round)	Month 2-3
4	Environmental impact assessment and analysis	Month 3-4
5	Public participation activities (2nd round) and complaint checking	Month 3-4



6	Draft EIA report preparation and submission to APPC	Month 4
7	Final EIA report revision and submission to ONEP and ONEP approved	Month 5-6

5. Scope of Work

The scope of work for the Consultant (Contractor) shall include, but is not limited to, the following tasks:

5.1 Work Requirements

The consultant shall carry out the study and preparation of the EIA report for the APPC Udon South Residential Complex. The consultant must address the following:

- 1) Review and reference the approved EIA report of the APPC Udon South Potash Mine project and the environmental monitoring reports, to understand the existing environmental conditions and mitigation measures already in place at the mine site.
- 2) Review the architectural plans, engineering drawings, and other project documents provided by APPC for the residential complex, including site plans, building designs, utility systems, and construction schedules. The consultant shall advise APPC and the design team on requirements to comply with the Ministry of Natural Resources and Environment guidelines for EIA preparation.
- 3) Collect baseline environmental data around the project area that may be affected by the construction and operation of the residential complex, following the specific project guideline for EIA preparation. This includes air quality, noise levels, traffic conditions, land use, water quality, and community opinions.
- 4) Assess the potential environmental impacts expected from the project, separated into construction and operational phases, covering both positive and negative impacts, direct and indirect, on natural resources and the environment in both quantitative and qualitative terms.
- 5) Propose mitigation measures to prevent, reduce, and address environmental impacts, including practical implementation methods, timelines, and estimated costs. Mitigation measures shall be clearly separated into construction and operational phases and summarized in a table.
- 6) Propose environmental monitoring measures to track environmental quality and detect potential issues, including inspection methods, monitoring locations, parameters, and timelines.
- 7) Prepare the EIA report in a formal document format for submission to the Expert Review Committee for approval, following ONEP requirements and applicable laws.
- 8) Conduct public participation activities, including public opinion surveys and community engagement, in accordance with ONEP guidelines and legal requirements.



5.2 Consultant Qualifications and Conditions

- 1) The consultant must be a Thai-registered company legally qualified to prepare Environmental Impact Assessment (EIA) reports in Thailand. The consultant must have at least two (2) completed EIA projects for office and/or residential building developments that have been approved by the Expert Review Committee (or equivalent authority) since 2020.
- 2) The consultant must have the capability to organize and conduct public participation activities in the project area effectively and in full compliance with the guidelines of the Office of Natural Resources and Environmental Policy and Planning (ONEP), Ministry of Natural Resources and Environment. This includes the ability to engage with affected communities, community leaders, and local administrative organizations as required by law.
- 3) The consultant must complete the EIA report for the APPC Udon South Residential Complex within 6 months, following the schedule outlined in Table 1.
- 4) The consultant must conduct public opinion surveys or interviews with residents in the project study area, covering all potentially affected community groups and local leaders, in accordance with accepted sampling methodologies and ONEP requirements.

6. Report Preparation

The consultant shall prepare and submit the EIA report in both Thai and English languages. The report must comply with the format, principles, and requirements set by ONEP and relevant laws and regulations. The report shall contain at least the following sections:

6.1 Introduction

6.2 Project Details

6.3 General Environmental Conditions

6.4 Environmental Impact Assessment

6.5 Environmental Mitigation Measures and Monitoring Program

6.6 Appendices

7. Duties and Responsibilities of the Consultant

7.1 The Consultant shall be responsible for conducting the Environmental Impact Assessment (EIA) study and preparing the EIA Report for the Residential Complex Project of the Udon South Potash Mine, Udon Thani Province, including providing all necessary clarifications, revisions, and responses to the Office of Natural Resources and Environmental Policy and Planning (ONEP) until the EIA Report has been approved by the Expert Review Committee (ERC) and the entire EIA review process has been successfully completed.



7.2 The Consultant shall assign qualified personnel possessing the necessary knowledge, skills, experience, and expertise appropriate for the assigned work. The Consultant shall be fully responsible for ensuring that its personnel perform their duties in compliance with all applicable laws, regulations, and requirements of the Kingdom of Thailand.

7.3 The Consultant shall maintain all information, records, and documents related to the performance of the Services in a complete, accurate, and secure manner. Such information and documents shall be made available to the Company at any time upon request. In the event that any information or documents are lost, in whole or in part, due to the Consultant's negligence or fault, the Consultant shall be solely responsible for all costs associated with restoring, reproducing, or replacing such information and documents.

7.4 During the term of the Contract, the Company may prohibit the Consultant from undertaking work or providing services to any other organization if such work could create a conflict of interest with the Project or adversely affect the interests of the Company.

7.5 The Consultant shall not subcontract, assign, transfer, or delegate all or any part of the Services to any third party without the Company's prior written consent. Notwithstanding such consent, the Consultant shall remain fully responsible for the performance of all Services and for ensuring full compliance with the requirements set forth in these Terms of Reference (TOR).

7.6 The Consultant shall be directly liable for any loss or damage to the Company's property or to the property of any third party, as well as for any accidents arising from the Consultant's performance of the Services or the actions of its personnel, except where such damage or accidents result directly from the instructions or directions of the Company's authorized representatives.

8. Reports and Deliverables

The Consultant shall prepare and submit all reports required for submission to the Office of Natural Resources and Environmental Policy and Planning (ONEP) under the Ministry of Natural Resources and Environment, other relevant government authorities, and the Project Owner. The Consultant shall also prepare all reports related to public participation activities as required under the EIA process. All reports shall be prepared in an appropriate, complete, and professional manner, and shall fully comply with the applicable regulations, guidelines, standards, and requirements issued by ONEP.

9. Proposal Evaluation Criteria

For this procurement, the Company has established a Bid Evaluation Team, supervised by senior management of the relevant business functions, to evaluate all submitted proposals.

The evaluation will be based on the overall compliance of each proposal with the requirements of these Terms of Reference (TOR), the bidder's relevant experience and technical capability, its organizational capacity and resources, and the reasonableness and competitiveness of the



proposed price. Following the evaluation, the recommended bidder will be submitted for management approval prior to contract award and execution.

Accordingly, bidders are requested to submit documentary evidence demonstrating their qualifications, relevant experience in similar projects, and technical capability together with their proposals.

All proposals shall be submitted electronically via email to tender@appc.co.th no later than the deadline. Late submissions may not be considered. Please refer to both the English and Thai versions of the Terms of Reference (TOR). In the event of any discrepancy or inconsistency between the two versions, the Thai version shall prevail.



ข้อกำหนดขอบเขตงาน (Terms of Reference : TOR) งานศึกษาและจัดทำรายงานวิเคราะห์
ผลกระทบสิ่งแวดล้อม โครงการอาคารสำนักงาน และอาคารที่พักอาศัยสำหรับพนักงาน
ของ บริษัท เอเชีย แปซิฟิก โพแทช คอร์ปอเรชั่น จำกัด

1. หลักการและเหตุผล

ตามที่บริษัท เอเชีย แปซิฟิก โพแทช คอร์ปอเรชั่น จำกัด มีแผนดำเนินการก่อสร้างอาคารสำนักงาน รวมถึงอาคารที่พักอาศัยสำหรับพนักงาน เพื่อรองรับการดำเนินงานของเหมืองแร่โพแทช จังหวัดอุดรธานี และเพื่ออำนวยความสะดวกแก่บุคลากรที่ปฏิบัติงานภายในบริษัทฯ ทั้งนี้ การดำเนินโครงการดังกล่าวเข้าข่ายประเภท และขนาดของโครงการที่ต้องจัดทำรายงานการประเมินผลกระทบสิ่งแวดล้อม (Environmental Impact Assessment: EIA) ตามกฎหมายและประกาศที่เกี่ยวข้อง บริษัท เอเชีย แปซิฟิก โพแทช คอร์ปอเรชั่น จำกัด จึงมีความประสงค์จะจัดหาผู้เชี่ยวชาญและบุคคลที่เป็นสาม (Third Party) ซึ่งได้ผ่านการคัดเลือกคุณสมบัติเบื้องต้นว่ามีความเหมาะสม (Shortlisted Qualified Bidders) เป็นผู้ดำเนินการศึกษาสภาพแวดล้อม พื้นฐาน ประเมินผลกระทบที่อาจเกิดขึ้นจากการก่อสร้าง และการดำเนินงานอาคารสำนักงานและที่อยู่อาศัยสำหรับพนักงาน ซึ่งมีความครอบคลุมผลกระทบด้านทรัพยากรธรรมชาติ สิ่งแวดล้อม กายภาพ ชีวภาพ คุณภาพอากาศ เสียง การจราจร สังคม เศรษฐกิจ และสุขภาพของประชาชน รวมทั้งกำหนดมาตรการป้องกัน แก้ไข และติดตามตรวจสอบผลกระทบที่เหมาะสม

บริษัทฯ จึงมีความประสงค์จะจัดหาที่ปรึกษาซึ่งมีความรู้ ความเชี่ยวชาญ และมีคุณสมบัติเป็นไปตามที่กฎหมายกำหนด เพื่อดำเนินการจัดทำรายงานการประเมินผลกระทบสิ่งแวดล้อม (EIA) เสนอต่อคณะกรรมการผู้พิจารณารายงานเพื่อพิจารณาให้ความเห็นชอบตามข้อกำหนดของกระทรวงทรัพยากรธรรมชาติและสิ่งแวดล้อม ในเรื่องการศึกษาและจัดทำรายงานการประเมินผลกระทบสิ่งแวดล้อม (specific project guideline)

2. วัตถุประสงค์

เพื่อดำเนินการว่าจ้างผู้เชี่ยวชาญและบุคคลที่สาม (Third Party) ในการศึกษาและจัดทำรายงานวิเคราะห์ผลกระทบสิ่งแวดล้อม (Environmental Impact Assessment: EIA) สำหรับดำเนินการศึกษาสภาพแวดล้อมพื้นฐาน ประเมินและวิเคราะห์ผลกระทบที่อาจเกิดขึ้นจากการก่อสร้างและการดำเนินงานอาคารสำนักงาน และที่อยู่อาศัยสำหรับพนักงาน รวมทั้งจัดทำมาตรการป้องกัน แก้ไข และติดตามตรวจสอบผลกระทบ ตลอดจนจัดทำรายงาน EIA ให้เป็นไปตามหลักวิชาการ กฎหมาย และหลักเกณฑ์ของหน่วยงานราชการที่เกี่ยวข้อง เพื่อสนับสนุนการพัฒนาโครงการให้เป็นไปตามหลักการพัฒนาอย่างยั่งยืน และได้รับความเห็นชอบจากหน่วยงานผู้มีอำนาจตามกฎหมาย



3. พื้นที่ดำเนินงาน

พื้นที่ซึ่งเป็นกรรมสิทธิ์ของบริษัท เอเชีย แปซิฟิกโพแทช คอร์ปอเรชั่น จำกัด ตำบลหนองไผ่ อำเภอมือง จังหวัดอุดรธานี และพื้นที่บริเวณใกล้เคียงที่อาจได้รับผลกระทบจากการดำเนินงานโครงการโดยครอบคลุมรัศมีตามที่กฎหมายกำหนด

4. ระยะเวลาดำเนินการ

กำหนดระยะเวลาดำเนินการรวมทั้งสิ้น 4 เดือนนับถัดจากวันที่ลงนามในสัญญาว่าจ้าง โดยไม่นับรวมเวลาที่ผู้ว่าจ้างหรือหน่วยงานราชการที่เกี่ยวข้องพิจารณาอนุมัติหรือให้ความเห็นชอบ ทั้งนี้ ได้กำหนดแผนการดำเนินการศึกษาและจัดทำรายงานฯ ของโครงการให้มีความสอดคล้องกัน โดยแสดงรายละเอียดตามตารางที่ 1

ตารางที่ 1 ขั้นตอนและกำหนดการจัดทำรายงานการประเมินผลกระทบสิ่งแวดล้อมอาคารสำนักงาน และที่พักอาศัยสำหรับพนักงาน

รายการแผนงาน	เดือนที่ 1				เดือนที่ 2				เดือนที่ 3				เดือนที่ 4				เดือนที่ 5-6			
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
1. รายละเอียดการทำงานของทีปรึกษา																				
1.1 วางแผนการศึกษารวบรวมข้อมูล และรายละเอียดต่างๆ เพื่อจัดทำรายงาน	←	→																		
1.2 ได้รับแบบแปลนและเอกสารตามรายการเอกสาร และที่ปรึกษาตรวจสอบและผู้ออกแบบกับโครงการแก้ไขแล้วครบถ้วน	←	→																		
1.3 สัมภาษณ์ความคิดเห็นของประชาชนและหน่วยงานต่างๆโดยรอบ และกิจกรรมการมีส่วนร่วมของประชาชน	←	→																		
1.4 รวบรวมข้อมูลสิ่งแวดล้อมพื้นฐาน									←	→										
1.5 จัดกิจกรรมการมีส่วนร่วมของประชาชนครั้งที่ 2													←	→						
1.4 จัดทำรายงานฯ เพื่อนำเสนอ สผ.*	←	→																		
1.5 จัดส่ง ร่างรายงานฯ ให้เจ้าของโครงการตรวจสอบ																	★			
1.6 ปรับแก้ไข/จัดเตรียมรายงานฯ และนำเสนอรายงานฯ เข้าสผ.																	★			



5. ขอบเขตการดำเนินงาน

5.1 ข้อกำหนดของการดำเนินงาน

5.1.1 การดำเนินงานงานศึกษาและจัดทำรายงานการประเมินผลกระทบสิ่งแวดล้อมอาคารสำนักงาน และที่พักอาศัยสำหรับพนักงาน ผู้รับจ้างต้องศึกษารายละเอียดดังนี้

1) ให้คำปรึกษาและศึกษารายละเอียดโครงการ จากแบบแปลนต่างๆ รายการคำนวณ เอกสารต่าง ๆ ที่ได้รับจากเจ้าของโครงการ ได้แก่ สำเนาเอกสารที่ดิน แบบสถาปัตยกรรม แบบแปลนงานระบบและรายการคำนวณ แผนงานการก่อสร้าง เอกสารราชการ โดยให้คำปรึกษาและให้รายละเอียดแนวทางการออกแบบให้เป็นไปตามข้อกำหนดและแนวทางของกระทรวงทรัพยากรธรรมชาติและสิ่งแวดล้อมในเรื่องการศึกษาและจัดทำรายงานการประเมินผลกระทบสิ่งแวดล้อมแก่เจ้าของโครงการและผู้ออกแบบ และจัดทำรายละเอียดโครงการตามแบบที่ปรับปรุง

2) รวบรวมข้อมูลสภาพแวดล้อมทั่วไปบริเวณรอบๆ โครงการที่อาจได้รับผลกระทบจากการดำเนินงานอาคารสำนักงาน และที่พักอาศัยสำหรับพนักงานโดยยึดตามแนวทางของกระทรวงทรัพยากรธรรมชาติและสิ่งแวดล้อมในเรื่องการศึกษาและจัดทำรายงานการประเมินผลกระทบสิ่งแวดล้อมที่เป็นแนวทาง (specific project guideline) ในการจัดทำรายงาน ได้แก่ ข้อมูลคุณภาพอากาศ และเสียงในพื้นที่โครงการ ข้อมูลการจราจร การใช้ประโยชน์ที่ดิน คุณภาพน้ำ ความคิดเห็นของประชาชน

3) ประเมินผลกระทบสิ่งแวดล้อมที่คาดว่าจะเกิดขึ้นจากการดำเนินโครงการ โดยแยกเป็นผลกระทบระหว่างการก่อสร้าง และเปิดดำเนินโครงการทั้งผลกระทบด้านบวกและด้านลบ ทั้งที่เป็นผลกระทบโดยตรงและโดยอ้อมต่อทรัพยากรและสิ่งแวดล้อมในเชิงปริมาณและคุณภาพ รวมทั้งแสดงให้เห็นการเปลี่ยนแปลงของสภาพแวดล้อมโดยพิจารณากิจกรรมของโครงการที่อาจมีผลกระทบต่อคุณภาพสิ่งแวดล้อมต่างๆ

4) เสนอมาตรการป้องกันแก้ไขและลดผลกระทบ ที่อาจมีผลต่อทรัพยากรสิ่งแวดล้อมหรือคุณค่าต่างๆ รวมทั้งพิจารณาความเป็นไปได้ในทางปฏิบัติ โดยระบุรายละเอียดเกี่ยวกับวิธีการปฏิบัติ ระยะเวลาดำเนินการ และค่าใช้จ่ายโดยประมาณประกอบ โดยระบุรายละเอียดแยกเป็นมาตรการระหว่างก่อสร้างและเปิดดำเนินการให้ชัดเจน ทั้งนี้จะสรุปมาตรการป้องกันแก้ไขและลดผลกระทบสิ่งแวดล้อม พร้อมทั้งสรุปข้อปฏิบัติในการลดผลกระทบเป็นตาราง

5) เสนอมาตรการติดตามตรวจสอบคุณภาพสิ่งแวดล้อม เพื่อเป็นการเฝ้าระวังผลกระทบสิ่งแวดล้อม และปัญหาด้านสิ่งแวดล้อมที่เกิอาจขึ้นซึ่งสามารถดำเนินการปรับปรุงและแก้ไขได้ทันเวลา โดยเสนอรายละเอียดและแผนดำเนินการของมาตรการติดตามตรวจสอบและการปฏิบัติตามมาตรการป้องกันและแก้ไขผลกระทบสิ่งแวดล้อมที่เสนอไว้ในข้อ 4 รวมทั้งการติดตามตรวจสอบคุณภาพสิ่งแวดล้อมโดยระบุวิธีการตรวจสอบ ระยะเวลาในการตรวจวัดตำแหน่ง และดัชนีที่จะทำการตรวจวัด

6) จัดทำรายงานการศึกษาเป็นรูปเล่ม เพื่อเสนอต่อคณะกรรมการผู้พิจารณารายงาน เพื่อให้ความเห็นชอบ



5.1.2 คุณสมบัติของผู้รับจ้างและเงื่อนไขที่ผู้รับจ้างต้องปฏิบัติ

1) ผู้รับจ้างต้องมีประสบการณ์ในการจัดทำรายงานการประเมินผลกระทบสิ่งแวดล้อม (EIA) โครงการประเภทที่อยู่อาศัยไม่น้อยกว่า 15 โครงการ ทั้งนี้ รายงานดังกล่าวต้องได้รับความเห็นชอบจากคณะกรรมการผู้ชำนาญการ (คชก.) ไม่น้อยกว่า 10 โครงการ และร้อยละ 80 ของโครงการที่ได้รับความเห็นชอบจากการประชุมของคณะกรรมการผู้ชำนาญการไม่เกิน 2 ครั้ง

2) ผู้รับจ้างจะต้องสามารถจัดการมีส่วนร่วมของประชาชนในพื้นที่ศึกษาจัดทำรายงานการประเมินผลกระทบสิ่งแวดล้อมโครงการอาคารสำนักงาน และที่พักอาศัยสำหรับพนักงาน ของบริษัท เอเชีย แปซิฟิก โพแทช คอร์ปอเรชั่น จำกัด ได้อย่างมีประสิทธิภาพ ครบถ้วนถูกต้องตามหลักวิชาการตามข้อกำหนดของสำนักงานนโยบายและแผนทรัพยากรธรรมชาติและสิ่งแวดล้อม (สผ.) กระทรวงทรัพยากรธรรมชาติและสิ่งแวดล้อม โดยจะต้องครอบคลุมกลุ่มประชาชนผู้ที่อาจได้รับผลกระทบจากการดำเนินกิจกรรมของโครงการ และผู้นำชุมชน องค์กรปกครองส่วนท้องถิ่นตามที่กฎหมายกำหนด

3) ผู้รับจ้างจะต้องจัดทำรายงานวิเคราะห์ผลกระทบสิ่งแวดล้อมโครงการอาคารสำนักงาน และที่พักอาศัยสำหรับพนักงาน ของบริษัท เอเชีย แปซิฟิก โพแทช คอร์ปอเรชั่น จำกัด ให้แล้วเสร็จภายในกรอบเวลาตามที่กำหนดในตารางที่ 1

4) ผู้รับจ้างจะต้องดำเนินกิจกรรมสำรวจความคิดเห็น หรือการสัมภาษณ์ หรือแบบสอบถามกับประชาชนในพื้นที่ศึกษาของโครงการให้ครอบคลุมครบถ้วนตามหลักในทางวิชาการ การสุ่มกลุ่มตัวอย่าง และเป็นไปตามข้อกำหนดของสำนักงานนโยบายและแผนทรัพยากรธรรมชาติและสิ่งแวดล้อม (สผ.) กระทรวงทรัพยากรธรรมชาติและสิ่งแวดล้อม และมีความครอบคลุมกลุ่มประชาชนผู้ที่อาจได้รับผลกระทบจากการดำเนินกิจกรรมของโครงการ ผู้นำชุมชน และองค์กรปกครองส่วนท้องถิ่นในรัศมีพื้นที่ศึกษาตามที่กฎหมายกำหนด หรือตามแนวทางของสำนักงานนโยบายและแผนทรัพยากรธรรมชาติและสิ่งแวดล้อม

6. การจัดทำรายงาน

ให้ผู้รับจ้างจัดทำและจัดส่งรายงานของโครงการเป็นภาษาไทย และภาษาอังกฤษ โดยที่ปรึกษาจะต้องจัดทำรายงานให้เป็นไปตามรูปแบบ หลักเกณฑ์ และข้อกำหนดที่ สำนักงานนโยบายและแผนทรัพยากรธรรมชาติและสิ่งแวดล้อม (สผ.) กระทรวงทรัพยากรธรรมชาติและสิ่งแวดล้อม รวมถึงกฎหมายและระเบียบที่เกี่ยวข้องกำหนด ทั้งนี้ รายงานต้องมีรายละเอียดอย่างน้อย ดังนี้

6.1 บทนำ

6.2 รายละเอียดโครงการ

6.3 รายละเอียดสภาพแวดล้อมโดยทั่วไป

6.4 การประเมินผลกระทบสิ่งแวดล้อม

6.5 มาตรการลดผลกระทบสิ่งแวดล้อม และมาตรการติดตามตรวจสอบ

6.6 ภาคผนวก



7. หน้าที่และความรับผิดชอบของที่ปรึกษา

- 7.1 ผู้รับจ้างต้องดำเนินการศึกษาจัดทำรายงานการวิเคราะห์ผลกระทบสิ่งแวดล้อมโครงการอาคารสำนักงาน และที่พักอาศัยสำหรับพนักงาน ของบริษัท เอเชีย แปซิฟิก โพแทช คอร์ปอเรชั่น จำกัด และการชี้แจงต่อสำนักงานนโยบายและแผนทรัพยากรธรรมชาติและสิ่งแวดล้อม (สผ.) จนกว่ารายงานดังกล่าวจะได้รับการความเห็นชอบจากคณะกรรมการผู้ชำนาญการ และกระบวนการพิจารณาแล้วเสร็จ
- 7.2 ผู้รับจ้างต้องจัดให้มีบุคลากรที่มีความรู้ ความสามารถ ความชำนาญ และเชี่ยวชาญที่เหมาะสมกับงานที่ได้รับมอบหมาย และต้องรับผิดชอบต่อการทำงานของบุคลากรของตนเองให้เป็นไปตามกฎหมายและระเบียบที่ใช้บังคับในประเทศไทย
- 7.3 ผู้รับจ้างต้องเก็บรักษาข้อมูลและเอกสารทั้งหมดที่เกี่ยวข้องกับการปฏิบัติงานให้ครบถ้วน ถูกต้องและปลอดภัย พร้อมทั้งต้องสามารถจัดส่งให้บริษัทฯ ได้ตลอดเวลาตามที่ร้องขอ ทั้งนี้ หากข้อมูลหรือเอกสารสูญหายไม่ว่าทั้งหมดหรือบางส่วน อันเกิดจากความบกพร่องของผู้รับจ้าง ผู้รับจ้างต้องรับผิดชอบค่าใช้จ่ายในการปรับปรุงแก้ไข หรือเอกสารดังกล่าวขึ้นใหม่ทั้งหมด
- 7.4 ในระหว่างระยะเวลาการปฏิบัติงาน บริษัทฯ ไม่อนุญาตให้ผู้รับจ้างรับงานหรือไปปฏิบัติงานให้หน่วยงานอื่นใด ที่อาจก่อให้เกิดความขัดแย้งกับโครงการ หรือก่อให้เกิดความขัดแย้งกับผลประโยชน์ของบริษัทฯ
- 7.5 ผู้รับจ้างจะไม่ให้มีการเหมาช่วงงาน มอบหมายงาน โอนงานหรือ ให้ผู้อื่นเข้ามาปฏิบัติงานแทน ไม่ว่าทั้งหมดหรือบางส่วน เว้นแต่จะได้รับความยินยอมเป็นลายลักษณ์อักษรจากบริษัทฯ ทั้งนี้ แม้ว่าบริษัทฯ จะให้ความยินยอมแล้ว ผู้รับจ้างก็ยังคงต้องรับผิดชอบต่อการทำงานทั้งหมดให้เป็นไปตามข้อกำหนดขอบเขตงาน (Terms of Reference : TOR) นี้อย่างครบถ้วน
- 7.6 ผู้รับจ้างต้องเป็นผู้รับผิดชอบโดยตรงต่อความเสียหายใดๆ ที่เกิดขึ้นแก่ทรัพย์สินของบริษัทฯ หรือบุคคลภายนอก รวมถึงอุบัติเหตุที่เกิดขึ้นจากการปฏิบัติงานของผู้รับจ้างหรือบุคลากรของผู้รับจ้าง โดยมีได้เกิดจากคำสั่งหรือคำแนะนำของเจ้าหน้าที่ของบริษัทฯ

8. จำนวนรายงานที่ต้องดำเนินการ

ผู้รับจ้างต้องจัดทำและจัดส่งรายงานเพื่อเสนอแก่สำนักงานนโยบายและแผนทรัพยากรธรรมชาติและสิ่งแวดล้อม (สผ.) กระทรวงทรัพยากรธรรมชาติและสิ่งแวดล้อม หน่วยงานราชการที่เกี่ยวข้อง และเจ้าของโครงการ รวมถึงรายงานที่เกี่ยวข้องกับการดำเนินกิจกรรมการมีส่วนร่วมของประชาชน ทั้งนี้ การจัดทำรายงานต้องมีความเหมาะสม เพียงพอและเป็นไปตามหลักเกณฑ์ แนวทาง และข้อกำหนดของสำนักงานนโยบายและแผนทรัพยากรธรรมชาติและสิ่งแวดล้อม (สผ.)



ASIA PACIFIC POTASH CORPORATION LIMITED



Asia Pacific Potash Corporation Ltd.

TOR for the Office Building
and Living at Udon South Potash.

9. หลักเกณฑ์การพิจารณาคัดเลือกข้อเสนอ

ในการพิจารณาผลการคัดเลือกข้อเสนอการยื่นเสนอราคาในครั้งนี้ บริษัทฯ ได้แต่งตั้งคณะทำงานประเมินผลการประมูลงาน (Bid Evaluation Team) โดยมีผู้บริหารระดับสูงในสายงานที่เกี่ยวข้องเป็นผู้กำกับดูแลการพิจารณา ทั้งนี้ การประเมินจะพิจารณาจากความสอดคล้องของข้อเสนอฯ กับข้อกำหนดขอบเขตงาน (TOR) ประสิทธิภาพและศักยภาพในการดำเนินงานของผู้เสนอ รวมถึงความเหมาะสมของราคาที่เสนอประกอบกัน ก่อนนำเสนอเพื่อพิจารณาอนุมัติ และดำเนินการลงนามสัญญาว่าจ้างกับผู้ที่ได้รับการคัดเลือกต่อไป

จึงขอให้ผู้เสนอราคาส่งหลักฐานแสดงความพร้อมในประสบการณ์ในลักษณะงานที่คล้ายคลึงกันมาด้วย และส่งข้อเสนอให้บริษัทฯ ทางอีเมล : tender@appc.co.th ภายในวันที่ 17 สิงหาคม พ.ศ. 2569 ภายในเวลา 18:00 น.



Attachment 2: Quotation (Bid Offer Form)

Project: EIA Project for APPC Udon South Residential Complex

Employer: Asia Pacific Potash Corporation Ltd. (APPC)

Bid Limit (Maximum Budget): THB 3,500,000 (Three Million Five Hundred Thousand Thai Baht)

Procurement Method: Open Inquiry and Comparison

Bidder's Name (Company Name & Seal):

Authorized Representative Signature:

Date: (Day/Month/Year)

To: Asia Pacific Potash Corporation Ltd. (APPC)

Having examined and understood all parts of the procurement documents for the “EIA Project for APPC Udon South Residential Complex”, we hereby offer to complete all the work required for this project, in full conformity with the Terms of Reference (TOR) and other procurement requirements, for the price stated in the Quotation Sheet below. We affirm that our proposal complies in all respects with the specified requirements, and we have included all information and documents required by the tender.

We agree that this offer shall remain valid for the period specified in the procurement documents (90 days from the submission deadline, unless otherwise specified by APPC), and it shall be binding upon us and may be accepted by APPC at any time before expiration of that period. If our proposal is accepted, we undertake to sign a formal contract and commence work as per the project schedule and other terms of the procurement.

1. Quotation Sheet

Quotation for Consulting Services – EIA Project for APPC Udon South Residential Complex

Employer: Asia Pacific Potash Corporation Ltd. (APPC)

Bidder (Supplier) Name:



ASIA PACIFIC POTASH CORPORATION LIMITED

Bidder Contact Person: Tel:

(All prices shall be in Thai Baht and inclusive of any applicable taxes, including VAT.)

Note: The bid limit (maximum budget) for this project is THB 3,500,000 (inclusive of VAT).
Bids exceeding this limit will be rejected.

Serial No.	Description of Service	Unit Price (including VAT)	Total Price (including VAT)	Remark
1.	Consultancy Services for EIA Project for APPC Udon South Residential Complex – Full Scope as per TOR (all tasks, public participation activities, meetings, and deliverables complete)	THB _____	THB _____	Lump-sum for entire project
	Total		THB _____	(Total lump-sum price)

Bidder's Authorized Signature (with Company Seal):

Date: ____ / ____ / ____ (Day/Month/Year)

2. Detailed Technical Proposal: (Methodology and Timeline) – Please attach a comprehensive Technical Proposal document as part of this response. The technical proposal should detail the methodology, work plan, equipment and technology to be used, quality control measures, timeline, project team composition, and any other relevant information demonstrating how the bidder will successfully implement the project. The methodology should explain how you will carry out the Scope of Work in the TOR. The timeline should include key milestones, showing that all work will be completed within 180 days from contract signing. Any assumptions or requirements for APPC's support should be stated.



3. Other Required Documents: (to be provided as attachments in the response)

Experience and Qualifications: Documentation of the company's relevant experience, such as summaries of similar projects completed. Also provide qualifications of key personnel (CVs of project manager, chief surveyor, etc., including any professional licenses or certifications).

References for Similar Projects: A list of past projects similar in nature. For each, include a brief description, date, client, scope, and outcomes. Provide contact information for references (if available) who can verify the work.

Certificate of Company Registration: A copy of the bidder's company registration certificate or business license, and any relevant professional registrations.

Other Supporting Documents (if any): Any additional materials the bidder wishes to include to support the proposal.

Note: The price quoted above is a firm lump-sum price for the entire scope of services. It is inclusive of all expenses, taxes, duties, and any other costs to fully perform the work as per the TOR and contract. No additional charges will be accepted beyond this total lump-sum price.

Budget Limit: The total quoted price must not exceed THB 3,500,000 (Three Million Five Hundred Thousand Thai Baht), inclusive of VAT and all applicable taxes. Bids exceeding this limit will be automatically rejected and will not be evaluated.



Asia Pacific Potash Co., Ltd EIA Service Project for APPC Udon South Residential Complex

Contract

(No.: APPC-HSE-S-2026-00X)

Party A: Asia Pacific Potash Corporation Limited

Party B:



ASIA PACIFIC POTASH CORPORATION LIMITED

Service Agreement

THIS AGREEMENT is made on the day of 2026,

BETWEEN

Party A: Asia Pacific Potash Corporation Limited (“Employer”)

Domicile: 2034/159 Italthai Tower, 42nd Fl., Suite 159, New Petchburi Rd., Bangkok,
Huaykwang, Bangkok 10310, Thailand

Tel: +66-2-716-0297-8

Fax: +66-2-716-0541

Legal Representative: Mr. Yao Mobai

AND

Party B: _____ (“Consultant”)

Domicile: _____

Tel: _____

Fax: _____

Legal Representative: _____

Party A and Party B hereinafter referred to individually as the “Party” or collectively as the “Parties”.

Whereas:

Party A (“Employer”) is an enterprise established and existing under the laws of the Kingdom of Thailand. Due to business requirements, Party A intends to engage a legal entity or other organization with corresponding qualifications and capabilities to provide Environmental Impact Assessment (EIA) services for the APPC Udon South Residential Complex.



Party B (“Consultant”) is a company established and existing under the laws of the Kingdom of Thailand. Party B has the legal qualifications to render and complete the services entrusted by Party A and is willing and able to accept Party A’s engagement and provide services as required by Party A.

Party A, through an Open Inquiry and Comparison process, has confirmed Party B as the service provider for Party A’s “EIA Project for APPC Udon South Residential Complex” (hereinafter “the EIA Services”). For this purpose, in accordance with the relevant provisions of the Civil and Commercial Code of the Kingdom of Thailand and applicable laws, Party A and Party B, on the basis of equality and mutual benefit and through friendly consultations, have reached the following agreement.

Article 1 – Scope of Services, Contract Duration, and Contract Price

1.1 Scope of Services: Party B agrees to provide all services and deliverables necessary for the Study and Preparation of the Environmental Impact Assessment (EIA) Report for the APPC Udon South Residential Complex (“the Services”). The detailed scope and requirements for the Services are described in the Terms of Reference (TOR) (Attachment 1 to this Contract, The Thai version shall prevail in the event of any discrepancy or inconsistency between the English and Thai versions.) and in Party B’s proposal (to the extent it was accepted by Party A). In case of any discrepancy between Party B’s proposal and the TOR or other Contract documents, the TOR and the explicit terms of this Contract shall prevail, unless otherwise agreed in writing. Party B shall perform the Services in accordance with the timelines, standards, and conditions set out in the Contract, ensuring all tasks and deliverables are completed to the satisfaction of Party A and the relevant authorities.

1.2 Contract Duration: The Services under this Contract shall commence on the Effective Date of the Contract (the date of signing, unless otherwise specified) and shall be completed within 6 months from the Effective Date for full completion of the Services, including obtaining the necessary regulatory approval.

Key milestones include: Kick-off Meeting to be held within 1 week of contract signing; Draft EIA Report submission by month 5; and Final EIA Report approval by ONEP by month 6 (subject to the official review process and get approved by ONEP).

1.3 Contract Price: The total fixed Contract Price for the Services is THB [] (Thai Baht), inclusive of applicable VAT and all other applicable taxes. The price exclusive of VAT is THB [], with VAT amount of THB [] (at the current rate). This Contract Price is a lump-sum firm price for the entire scope of work and shall not be adjusted except in accordance with the Contract (e.g., through a written variation for any scope changes agreed by both Parties). Party B confirms that the Contract Price covers all costs and expenses of Party B in performing the Services, including labor, materials, travel, overhead, profits, taxes, duties, etc. No increase in price or any additional compensation shall be sought by Party B for work that is within the agreed scope or for any risks or contingencies that could have been reasonably foreseen. If Party A



requests a change in scope that materially affects the work or deliverables, the Parties will negotiate an equitable adjustment to the price and/or schedule, and formalize it through a written amendment before the additional work is carried out.

Article 2 – Standards of Performance

2.1 Party B shall perform the Services in accordance with the highest professional standards and in strict compliance with the technical requirements specified in the Contract documents (including the TOR and applicable Thai laws and regulations). All findings, analyses, and reports delivered under this Contract must be accurate, comprehensive, and fit for their intended purpose (regulatory approval and project implementation). Party B shall exercise all due skill, care, and diligence in carrying out the Services, employing techniques and methodologies that are consistent with best practices in environmental and engineering consulting.

2.2 Party B shall ensure that all personnel assigned to the project are qualified and capable of performing their tasks effectively. Where specific qualifications or licenses are required (such as ONEP-certified EIA experts, professional engineers, etc.), Party B shall deploy personnel who meet those requirements. Party B shall also adhere to all safety, health, and environmental (SHE) regulations applicable to the project. While on APPC's site or when interacting with local communities, Party B's staff must follow APPC's safety policies and code of conduct.

2.3 All deliverables produced by Party B (reports, data files, presentations, etc.) must be of high quality and free of significant errors or omissions. Party B is responsible for conducting internal quality reviews of its work. If any portion of the Services or deliverables is found not to conform to the Contract requirements or acceptable standards, Party B shall correct it at its own cost without delay. Party B acknowledges that the EIA report will be subject to scrutiny by regulatory authorities, and therefore commits to producing a report that can be approved by ONEP without undue revisions.

2.4 In performing the Services, Party B shall cooperate fully with Party A's representatives. Party A will provide or facilitate access to relevant project information in its possession, and Party B shall verify any information provided by third parties as necessary. Regular communication and reporting to Party A are expected (as detailed in the TOR). All instructions given by Party A that are within the scope of the Contract shall be followed by Party B.

2.5 On-site Safety and Regulations: If Party B's personnel are required to visit or work at Party A's site (including APPC's offices, the mine site, or any related facility) in connection with this Contract, those personnel shall strictly comply with all of Party A's on-site safety, health, and environmental regulations. Party B is responsible for informing its employees and subcontractors of APPC's HSE rules and ensuring adherence (e.g., requiring participation in any safety inductions prior to site work, abiding by all signage and instructions, using required personal protective equipment, etc.). Any incident, accident, or compliance violation occurring on site due to the actions of Party B's staff will be the sole responsibility of Party B, and appropriate



measures (including removal of offending personnel or other remedies) must be taken by Party B. Serious or repeated safety violations will be considered a breach of contract.

Article 3 – Warranty of Services and Correction of Defects

3.1 Warranty of Performance: Party B warrants that it will perform the Services in full compliance with this Contract and in a professional manner. Party B guarantees the accuracy and completeness of all deliverables. This warranty extends for the duration of the Contract and for a period of 3 months after Party A's final acceptance of all deliverables. If, within this period, any part of the Services is found to be deficient, incomplete, or not in accordance with Contract requirements (including if the final EIA report is rejected by authorities due to Party B's error or omission), Party B shall, at its own expense, take necessary actions to correct or redress the deficiencies.

3.2 Correction Process: When Party A notifies Party B of a defect or non-conformance in the Services, Party B must respond with a plan of corrective action within 7 days (or sooner if urgency requires). Party B shall rectify the issue within a reasonable timeframe agreed with Party A. All corrections shall be done at no additional cost to Party A. If Party B fails to remedy a defect in a timely or adequate manner, Party A reserves the right to remedy the defect by alternative means and deduct any incurred costs from payments due to Party B.

3.3 Acceptance of Corrections: Once Party B informs Party A that a defect has been corrected, Party A will review or re-inspect the work. Only upon confirmation by Party A that the deliverable meets the Contract requirements will the deliverable be considered accepted. Party B remains responsible for the work until acceptance is issued in writing by Party A.

3.4 Continued Liability: The provision of corrections or the expiration of the warranty period does not absolve Party B of liability for latent defects or fraud. If a significant error or omission attributable to Party B is discovered after the warranty period, Party B may still be held responsible under applicable law.

Article 4 – Responsibilities of the Consultant (Party B)

4.1 Key Personnel and Subcontractors: Party B shall assign qualified key personnel to the project, including a Project Manager, lead environmental specialist, and public participation expert. These individuals shall be available as the primary points of contact and responsible leads for their respective areas. Party B shall not remove or replace key personnel without Party A's prior consent. If Party B intends to use any subcontractors, these must be identified and approved by Party A in writing. Subcontracting without approval is prohibited.

4.2 Compliance with Laws: Party B must perform all Services in compliance with the laws of Thailand, including environmental laws, labor laws, occupational health and safety regulations, and personal data protection laws. Party B shall obtain all necessary permits or approvals for its own operations and ensure that any data collection is done in accordance with applicable regulations.



4.3 Confidentiality: Party B and its personnel shall treat all information provided by Party A or generated during the Services as confidential. All documents and data prepared under this Contract are the property of Party A and shall not be disclosed to any third party without Party A's consent. This obligation survives the expiration or termination of the Contract.

4.4 Conflict of Interest: Party B confirms that it does not have any conflict of interest that would compromise its impartiality in performing the Services. Party B shall not engage in any consulting or advisory role to any third party regarding opposition to the project or engage in any activity that could be reasonably seen as in conflict with APPC's interests.

4.5 Liability and Insurance: Party B is liable for any damages, losses, or injuries caused to Party A or any third party as a result of Party B's negligent acts or omissions in the performance of this Contract. Party B shall obtain and maintain, at its own cost, adequate insurance policies to cover its liabilities under this Contract, including professional liability insurance and general liability insurance.

4.6 No Bribery or Corruption: Both Parties shall comply with applicable anti-corruption laws. Party B shall not offer, promise, give, or accept any undue financial or other advantage in connection with the award or execution of this Contract. Any breach of this clause is grounds for immediate termination.

Article 5 – Deliverables and Acceptance

5.1 List of Deliverables: Party B's deliverables are enumerated in the TOR (Attachment 1) and include, at minimum: Kick-off meeting minutes; Monthly progress updates; Public consultation plan and materials; Draft EIA Report; Final EIA Report (Thai) with English executive summary and supporting documents; and any other documents or data as specified.

5.2 Submission and Format: All deliverables must be submitted to Party A by the deadlines specified in the project schedule. Unless otherwise approved by Party A, all reports shall be in hard copy (bound) as well as electronic format (Microsoft Word for text, Excel for data tables, plus PDF for final versions).

5.3 Review Period: Party A will strive to review each submitted deliverable within a reasonable time frame (e.g., 2 weeks for a draft report) to provide feedback. Party B should factor in time for Party A's review and for revisions in the project timeline.

5.4 Acceptance Criteria: A deliverable will be accepted by Party A when it has been reviewed and deemed to meet the requirements of the Contract and TOR. Party A will issue an Acceptance Letter for key milestones. If a deliverable is found to be deficient, Party B must address the comments and resubmit.

5.5 Ownership of Deliverables: All works produced under this Contract shall become the property of Party A upon creation. Party B may not use, publish, or distribute these materials without Party A's written permission.



6.1 If Party A intends to change the content, scope, or scale of the services, Party A shall notify Party B in writing. Such changes shall remain consistent with the objectives originally agreed upon. Party B shall implement the requested changes, and the Parties shall agree in writing on any corresponding adjustments to fees, timelines, and resources before such changes take effect.

6.4 If Party B considers that there are grounds for claiming an increase in the contract price or an extension of the service period, Party B shall notify Party A in writing within 15 days of the occurrence of such circumstances, with supporting evidence. Party A shall respond in writing within 15 days of receiving Party B's statement.

6.6 If changes in laws, regulations, or technical standards necessitate an adjustment of the service scope, the Parties shall resolve the issue through consultation.

Any notices, demands, or communications required or permitted to be given under this Contract shall be in writing and shall be deemed properly given when delivered to the respective contact addresses of the parties as set forth below. For purposes of legal notices or service of process, the designated contacts are:

Party A (Party A – APPC):



Official Email Address: [_____]

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Payment 1 – 35% (Mobilization/Kick-off): Twenty percent of the total Contract Price shall be paid to Party B upon completion of the Kick-off Meeting and mobilization of the project team. This payment is intended to cover start-up costs. The kick-off meeting shall be documented in minutes signed by both Parties, and Party A's acceptance of the kick-off milestone will trigger the invoicing for this payment.

Payment 2 – 30% (Draft Report Submission): Thirty percent of the Contract Price shall be paid after Party B completes the Draft EIA Report and Party A accepts the draft as meeting TOR requirements. Party B must submit the draft report (Month 5 milestone) and address any essential corrections identified by Party A. Once Party A issues a confirmation of acceptance of the draft report, Party B may invoice for the second payment.

Payment 3 – 35% (Final Approval by ONEP): Fifty percent of the Contract Price shall be paid upon successful completion of all Services, which is defined as the EIA Report receiving official approval from ONEP's Expert Review Committee. Party B must deliver the final revised report incorporating any changes required by the Expert Committee and provide evidence of ONEP's approval. Party A will issue a final acceptance certificate at that point, and Party B may then submit the final invoice.

In summary, payments are 35% at kick-off, 30% at draft report submission, and 35% after final ONEP approval. No advance payment is provided, and payments are milestone-based.

Party B's account information is as follows:

Opening Bank:

Name of Account:

Account Number:

8.3 Invoice Procedure: For each payment installment, Party B shall submit a proper tax invoice to Party A. The invoice must reference this Contract No., describe the milestone achieved, and state the amount due, with VAT shown separately. Party A will verify that the milestone conditions have been met and process the invoice. Payment will be made by Party A within 30 days of receiving a correct invoice. Payment shall be made via bank transfer to Party B's designated bank account.

8.4 Final Payment Conditions: Prior to the final payment, Party B must certify that all obligations under the Contract have been fulfilled, including delivery of all final documents and return of any APPC-furnished items. Party A may withhold issuance of the final payment until these conditions are met.

8.5 Late Payment: If Party A delays any payment beyond the 30-day term without valid reason, Party B is entitled to claim interest on the late payment at the rate prescribed by Thai law for commercial contracts.



8.6 Invoicing and Taxation Details: Party B shall provide Party A with all necessary payment documents as required by Party A to process payments. For each payment, Party B must issue a valid tax invoice (or equivalent official receipt) in compliance with Thai tax laws. Invoices should clearly reference the Contract number and the milestone or deliverable for which payment is requested. Party B shall deliver invoices to Party A's designated billing contact either by mail or in person. (Note: Payment documents should not be enclosed with deliverables to ensure they are properly directed to the finance department.) If there are changes in tax laws (such as VAT rate changes) during the execution of the Contract, the Contract Price may be adjusted solely to reflect the change in applicable tax, unless the price is specified as inclusive of VAT and the Parties agree otherwise. The net-of-tax price shall remain fixed; only the tax component may change in accordance with law.

Article 9 – Performance Guarantee

9.1 Amount and Form: The Performance Guarantee shall be 5% of the signed Contract Price, in the form of a bank guarantee or cash deposit. Party B shall submit the Performance Guarantee to Party A on the Effective Date of this Contract.

9.2 Bank Guarantee Requirements: If submitted as a bank guarantee, it shall comply with Party A's required format for performance security. The bank guarantee shall be issued in the currency of this Contract by a bank approved by Party A, and shall be an unconditional, irrevocable, and valid bank guarantee with waiver of the right of recourse.

9.3 Cash Deposit Requirements: If submitted as a cash deposit, Party B shall transfer the deposit to Party A's account. After the expiration of the Performance Guarantee period, Party A shall return the deposit to Party B without interest after deducting the relevant liquidated damages or damages in accordance with the Contract. The transfer remark shall state: "Performance Guarantee for Asia Pacific Potash Corp., Ltd. – EIA Service Project for APPC Udon South Residential Complex." Upon completion of the transfer, the transfer voucher shall be promptly sent to the designated contact person's email address. Party B shall make corporate transfer to the following account of Party A:

Account name: [Asia Pacific Potash Corporation Limited]

Account: [1010371186]

Bank of deposit: [Industrial and Commercial Bank of China (Thai) Public Company Limited]

Bank's Swift Code: [ICBKTHBKXXX]

Beneficiary Bank's address: L, 11th -13th Floors, Emporium Tower, 622 Sukhumvit Road, Klongton, Klongtoei, Bangkok 10110, Thailand

Tax ID: 0105527034316



9.4 Deduction from Performance Guarantee: Party A may deduct from the Performance Guarantee only amounts corresponding to undisputed or finally determined breaches of this Contract, and any disputed portion shall remain subject to resolution under Article 12.

9.5 Effectiveness and Duration: The Performance Guarantee shall become effective as of the Effective Date of this Contract and shall remain in full force and effect until the Services are completed and the Final Report is accepted or deemed accepted.

9.6 Release and Return: Upon acceptance or deemed acceptance of the Final Report and the completion of all contractually agreed deliverables, Party A shall release and return the Performance Guarantee to Party B within twenty-eight (28) days. If the Performance Guarantee is provided in the form of cash, it shall be refunded in full without deductions, except for any amounts due and payable as determined in accordance with the Contract.

9.7 Deemed Performance: For the purpose of releasing the Performance Guarantee, Party B's obligations shall be deemed fully performed if Party A fails to issue a written notice specifying any substantial non-performance within the review period stipulated in the Contract.

9.8 Replacement of Bank Guarantee: If the bank guarantee submitted by Party B has a valid period, and Party B is unable to fulfill its contractual obligations before the expiration of the valid period, Party B shall replace the Performance Guarantee 28 days before the expiration of the valid period. The relevant expenses have been included in the total Contract Price.

9.9 Costs: Party B shall be solely responsible for the expenses required for obtaining the Performance Guarantee.

Article 10 – Delays and Liquidated Damages

10.1 Time is of the Essence: Both Parties acknowledge that timely completion of the Services is essential. Party B shall perform the Services in accordance with the schedule specified in Article 1.2 and shall notify Party A immediately if any event or issue arises that may delay the work.

10.2 Liquidated Damages for Delay: If Party B fails to complete the Services or any key milestone by the agreed deadlines without an excusable reason, Party B shall be liable for liquidated damages for delay. The Parties agree to a delay damage of 3% of the total Contract Price for each full calendar month of delay beyond the initial 6-month contract period, capped at a maximum of 15% of the Contract Price.

10.3 Performance Penalty for Non-Approval: If the EIA Report fails to obtain ONEP approval due to reasons attributable to Party B (such as substandard work or negligence), Party B shall be liable for liquidated damages equal to 100% of the Contract Price. Party A will not pay any outstanding balance and is entitled to recover all sums already paid, up to the full Contract Price. This clause would be invoked only after exhausting all revision attempts and if ONEP issues a final non-approval.



10.4 Mitigation and Notice: If a delay or potential failure is noted, Party A will typically provide notice to Party B to rectify the situation before imposing liquidated damages. Party B shall not be relieved from paying liquidated damages unless a written time extension or waiver has been granted by Party A.

10.5 Cap on Damages: The total cumulative liquidated damages shall not exceed 100% of the Contract Price. These agreed damages do not preclude Party A from terminating the Contract for default if delays or performance issues are severe.

10.6 Termination for Default: If delays or performance failures are so severe that they undermine the purpose of the Contract, Party A may terminate the Contract for default under Article 11.

Article 11 – Termination of Contract

11.1 The Employer (APPC) reserves the right to terminate this Contract at any time if the Consultant's performance is not in accordance with the Contract terms. Termination shall be effected by sending a written Notice of Termination to the Consultant. Grounds for termination include:

Delay in Delivery: If the Consultant fails to deliver a key deliverable within 90 days after the scheduled delivery date, the Employer may terminate for default.

Quality and Compliance Issues: If the Consultant has been notified of serious quality issues and fails to correct within 30 days of notice, the Employer may terminate.

Breach of Other Obligations: If the Consultant violates important terms such as breach of confidentiality, unauthorized subcontracting, or persistent violation of HSE requirements, the Employer may terminate.

Convenience of Employer: The Employer also has the right to terminate the Contract for convenience by giving written notice, with compensation for work done.

11.2 Consultant's Right to Terminate: The Consultant may terminate if the Employer fails to meet its contractual obligations (e.g., non-payment without cause for an unreasonable time).

11.3 Consequences of Termination: In the event of termination for default, the Employer may engage another contractor and the Consultant shall be liable for additional costs. For termination for convenience, the Employer will pay for work actually performed. In all cases, the Consultant shall cooperate in an orderly wind-down and deliver all project documents and data to the Employer.

Article 12 – Governing Law and Dispute Resolution

12.1 Governing Law: This Contract shall be governed by and construed in accordance with the laws of Thailand.



12.2 Amicable Negotiation: The Parties shall first attempt to resolve any dispute through good-faith negotiations. Either party may notify the other in writing of the existence of a dispute. Within 14 days, designated representatives shall meet to discuss and attempt to resolve the matter amicably.

12.3 Mediation (Optional): If direct negotiations do not resolve the dispute within 30 days, the parties may by mutual agreement seek the assistance of a neutral third-party mediator from the Thai Arbitration Institute or another reputable mediation center in Thailand. Both parties would share the cost of mediation.

12.4 Jurisdiction and Venue: If amicable resolution fails, either party may refer the dispute to the courts of Thailand. The competent court shall be the court which has jurisdiction over the location where this Contract is signed or where the project is located. Both parties consent to the jurisdiction of Thai courts.

12.5 Litigation and Costs: In the event of litigation, each party shall bear its own attorneys' fees and legal costs, except as the court may otherwise award.

12.6 Continued Performance: Pending the resolution of any dispute, Party B shall continue to perform its obligations under the Contract to the extent practicable, and Party A shall continue to make payments of undisputed amounts.

12.7 Final Resolution: The decision of the court shall be final and binding on both Parties, subject to any rights of appeal under Thai law.

Article 13 – Miscellaneous Provisions

13.1 Entire Agreement: This Contract (including its Attachments) constitutes the entire agreement between the Parties and supersedes all prior communications and agreements. Any changes must be made in writing and signed by both Parties.

13.2 Severability: If any provision is found to be void or unenforceable, the remaining provisions shall continue in full force.

13.3 No Waiver: Failure or delay by either Party to enforce any right shall not be deemed a waiver.

13.4 Notices: Any notice under this Contract shall be in writing and deemed given when delivered by hand, sent by registered mail, or sent by email with confirmation of receipt.

13.5 Language: This Contract is made in English. If translated into Thai, the English version shall prevail in case of any inconsistency. All deliverables will be in Thai (with English summaries as required), but all official communications and notices under the Contract shall be in English.

13.6 Counterparts: This Contract may be signed in two originals, one for each Party. Electronic or facsimile signatures are acceptable.



13.7 Contract Documents and Precedence: If technical standards, detailed specifications, or other requirements are attached to this Contract (for example, the TOR in Annex 1, or a detailed Scope of Work document, etc.), those attached documents are deemed an integral part of this Contract and carry the same legal force as the main body of the Contract. In case of any discrepancy or inconsistency between the attachments and the main body of this Contract, the interpretation shall be that which best achieves the intent of the Contract, or as mutually agreed in writing by the parties. Generally, the order of precedence (unless otherwise stated) will be: (i) the main body of this Contract and any signed Amendments, (ii) Annex 1: TOR, (iii) other Annexes or attachments, (iv) Party B's Proposal (to the extent it does not conflict with the former).



ASIA PACIFIC POTASH CORPORATION LIMITED

Both parties, having read and understood all the terms above, hereby sign this Contract:

Consultant (Party B): [Consultant's Company Name]

Authorized Representative: _____

Name: [_____]

Title: [_____]

Date: _____ (DD/MM/YYYY)

Employer (Party A): Asia Pacific Potash Corporation Ltd.

Authorized Representative: _____

Name: [_____]

Title: [_____]

Date: _____ (DD/MM/YYYY)