



INVITATION TO BID (“ITB”)

TENDER NO.: PVEPPOC-DRL-2025-025

**PROVISION OF ELECTRICAL LOGGING SERVICES FOR
DRILLING CAMPAIGN – DAI HUNG NAM FIELD, BLOCK 05-
1(A)**

CLOSING TIME & DATE

@ 10:00 HOURS, _____ 2025 (GMT+7)

GENERAL TABLE OF CONTENTS

INVITATION TO BID (ITB)

PART I - ITB INSTRUCTIONS

1. INSTRUCTIONS AND INFORMATION TO BIDDER
2. BIDDER'S QUESTIONNAIRE
3. BIDDING FORMS
4. TECHNICAL EVALUATION CRITERIA

PART II – CONTRACT DOCUMENT

1. CONTRACT FORM
2. EXHIBITS
 - EXHIBIT I SPECIAL PROVISIONS AND SCOPE OF WORKS
 - EXHIBIT II EQUIPMENT SPECIFICATIONS
 - EXHIBIT III SUMMARY OF RESPONSIBILITIES
 - EXHIBIT IV CONTRACT PRICE AND PRICE LIST
 - EXHIBIT V CONTRACTOR'S PERSONNEL
 - EXHIBIT VI HEALTH, SATETY AND ENVIRONMENT REQUIREMENT
 - EXHIBIT VII BANK GUARANTEE FORMAT
 - EXHIBIT VIII PERFORMANCE GUARANTEE FORMAT
 - EXHIBIT IX CHANGE ORDER PROPOSAL
 - EXHIBIT X INVOICING PROCEDURES AND ADMINISTRATION GUIDELINES

PART I : ITB INSTRUCTIONS

1. INSTRUCTIONS AND INFORMATION TO BIDDER

INSTRUCTIONS AND INFORMATION TO BIDDER

1.0 GENERAL

1.1 DOMESTIC PETROLEUM OPERATING BRANCH - PETROVIETNAM EXPLORATION PRODUCTION CORPORATION LIMITED (hereinafter referred to as "CLIENT") invites BIDDER to submit proposal for PROVISION OF ELECTRICAL LOGGING SERVICES FOR DRILLING CAMPAIGN – DAI HUNG NAM FIELD, BLOCK 05-1(A) (hereinafter referred to as “WORKS” or “SERVICES”) under Tender No. PVEPPOC-DRL-2025-025 as details in this ITB.

1.2 In order for CLIENT to fully assess the relative merits of each proposal, BIDDER is requested to furnish CLIENT with all relevant and complete information as set forth in the following items of "INSTRUCTIONS AND INFORMATION TO BIDDER". BIDDER is urged to comply strictly with ITB’s requirements.

1.3 Eligibility of BIDDER

BIDDER shall be eligible required as follows:

a. In case of independent BIDDER:

- **Domestic BIDDER** is to provide notarized copy of eligible certificate of business registration in accordance with Vietnamese Laws;
- **Foreign BIDDER** is to provide notarized copy of eligible certificate of business registration in accordance with the country of BIDDER'S nationality;
- BIDDER is an independent cost accounting entity;
- There is no decision by competent authorities concluding that the BIDDER has an unhealthy financial status; BIDDER is not in bankrupt or insolvent status, and BIDDER is not in the process of dissolution.

b. In case of Consortium:

- Each Consortium Partner is to provide the documents and to meet the requirements mentioned in paragraph 1.3.a. above.
- Written Consortium Agreement between the consortium partners specifying responsibilities (joint and several) of each Consortium Partner in implementing the Bid, rights and scope of work and respective value of each Consortium Partner, including the Leading Consortium Partner and its responsibility, place and date of signing the Consortium Agreement, signatures and seals (if any) of Consortium Partners. If the Consortium Partner is authorized as the Leading Partner to sign the Proposal Letter, this effect shall be stated in the Consortium Agreement).

- 1.4. BIDDER must submit its proposal strictly in accordance with the terms of the ITB which consists of the following:

PART I - ITB INSTRUCTIONS

INSTRUCTIONS AND INFORMATION TO BIDDER

BIDDER'S QUESTIONNAIRE

BIDDING FORMS

PART II – CONTRACT DOCUMENT

CONTRACT FORM

EXHIBITS:

EXHIBIT I	SPECIAL PROVISIONS AND SCOPE OF WORKS
EXHIBIT II	EQUIPMENT SPECIFICATIONS
EXHIBIT III	SUMMARY OF RESPONSIBILITIES
EXHIBIT IV	CONTRACT PRICE AND PRICE LIST
EXHIBIT V	CONTRACTOR'S PERSONNEL
EXHIBIT VI	HEALTH, SATETY AND ENVIRONMENT REQUIREMENT
EXHIBIT VII	BANK GUARANTEE FORMAT
EXHIBIT VIII	PERFORMANCE GUARANTEE FORMAT
EXHIBIT IX	CHANGE ORDER PROPOSAL
EXHIBIT X	INVOICING PROCEDURES AND ADMINISTRATION GUIDELINES

- 1.5 As a base case, **BIDDER's proposal should be in full conformity with the requirements as set out in the ITB.** Nothing shall be deemed to change or supplement this basis except revisions or addendum to the ITB issued in writing by CLIENT to BIDDER. If BIDDER wishes to present an alternative (applicable to Technical Specifications ONLY), BIDDER may do so (as an option to CLIENT) only after having duly complied with the requirements of the ITB.
- 1.6 Joint or Consortium bids may be rejected. Principal submitting proposal through more than one (1) BIDDER shall be disqualified.
- 1.7 Any queries concerning preparation of the proposal shall be directed in writing to the address given in Item 9.3.
- 1.8 All Bid Proposals must be signed by an officer duty authorized by BIDDER to do so.

- 1.9 Any amendment appearing in the Bid Proposal must be signed or initialed by an officer duty authorized by BIDDER to do so.
- 1.10 BIDDER is to ensure that all prices and other details in the proposal are correct at the time of submission. CLIENT will not entertain any changes or addenda due to typing or calculation errors after the Bid Closing Date.
- 1.11 BIDDER is to bear responsibility for and pay all costs, expenses and other charges incurred in preparation and delivery of the proposal to CLIENT's designated office as stated in Item 9.3, irrespective of whether an order is placed or not.
- 1.12 Submission of proposal by BIDDER will constitute a firm offer by BIDDER that BIDDER is prepared to enter into CONTRACT with CLIENT on the conditions shown in this ITB.

Proposal by BIDDER shall be binding for a minimum period of **210 calendar days from the Bid Closing Date**. BIDDER may assume that the award for CONTRACT will be made two hundred and ten-day (210) calendar days from the Bid Closing Date and BIDDER can assume that it has not been successful if no notification is received within the bid validity period. BIDDER shall state the precise date of validity in the proposal. CLIENT shall be entitled to request BIDDER to extend Bid Validity for maximum of thirty (30) calendar days (if any) without any BIDDER's exception.

- 1.13 BIDDER is requested to use the term "CONTRACTOR" instead of its specific company business name in their submission of Bid Proposal except for covering letter, header and footer.
- 1.14 At any time prior to Bid Closing Date, CLIENT, for any reason, whether at its own initiative or in response to a clarification requested by BIDDER, may modify the ITB by amendment (including the extension of Bid Closing Date, if necessary) by sending the amendment of ITB in writing to all BIDDERS prior to the Bid Closing Date. These amendments shall be the part of ITB. BIDDERS shall notify to CLIENT by email or by fax to acknowledge their receipt of said amendments.
- 1.15 CONTRACTOR shall prepare the COVID-19 Preparedness & Response Plan and must cover all issues and cost related to the Covid-19 throughout the duration of contract. This Plan has been established for the Bids and contract in accordance with National Steering Committee for Prevention and Control of Covid-19 and CLIENT's Guideline. Prior to performing Bids or contract, Contractor send The COVID19 Preparedness & Response Plan to CLIENT for reviewing and approving. Moreover, in the event that there is mandatory quarantine requirement from the government of Vietnam during the performance period of the contract, no CONTRACTOR's personnel and/or equipment rates during such mandatory quarantine period shall be applied and CONTRACTOR shall pay for meal & accommodation, appointed by the authority, & testing in Vietnam. If any of CONTRACTOR's personnel is concluded infected to the aforesaid virus and/or disease, CONTRACTOR shall immediately send replacement and bear all the related cost including but not be limited to CONTRACTOR's personnel & equipment time

waiting for such personnel substitute, mob/demob cost, meal & accommodation and testing and medical treatment cost of the infected personnel

- 1.16 FAILURE TO STRICTLY COMPLY WITH THE INSTRUCTION AS SET FORTH IN THIS DOCUMENT WILL RESULT IN BIDDER'S PROPOSAL BEING DEEMED NON-RESPONSIVE IN WHICH CASE IT MAY BE DROPPED FROM FURTHER CONSIDERATION.

2.0 INTENTION TO BID

- 2.1 BIDDER is advised to thoroughly check the completeness of the ITB upon receipt. BIDDER must inform CLIENT within three (3) working days from the bid issue date if any of the pages are missing.
- 2.2 BIDDER is required to acknowledge receipt of the ITB in accordance with the ITB Acknowledgement Letter Form set out in BIDDING FORMS and intention to submit proposal or otherwise by fax **at least five (5) working days** from bid issuance date. BIDDER is also advised to confirm its address and name a representative to whom all communications from CLIENT shall be addressed to.
- 2.3 Should BIDDER decline to submit a proposal, BIDDER shall state in writing the reason(s) for declining and is required to promptly return the ITB to CLIENT, and in all such cases this shall be done not later than the bid closing date.
- 2.4 All ITB returned shall be forwarded to the address as given in Item 9.3 herein, with the following wordings clearly marked on the cover/envelope.
 - (a) "DECLINE TO BID-DOCUMENTS RETURNED"
 - (b) ITB NUMBER and TITLE
 - (c) BIDDER'S NAME

3.0 EXCLUSIVITY OF BID

BIDDER is required to submit Bid Proposal in conjunction with the Principal and the Principal MUST be the prime vendor for the total proposal package. BIDDER is also required to submit a support letter from Principal (if any).

4.0 PRICE QUOTATION

- 4.1 The Domestic BIDDER's price quotation shall be quoted in Vietnam Dong (VND).
- 4.2 The Foreign BIDDER's price quotation shall be quoted in United State Dollar (USD)
- 4.3 Once specified, the unit prices shall prevail throughout the life of the CONTRACT and shall not be subject to revision by reason of cost escalation nor currency fluctuations.

4.4 PRICE OF WORKS

- 4.4.1 BIDDER's Bid Proposal shall be in full conformity with the requirements as set out in this Bid documents.
- 4.4.2 BIDDER should specifically note that subsequence to the Bid Closing Date, no alteration in price quotation will be permitted whatsoever.
- 4.4.3 Prices are to be itemized according to the Item numbers in the Commercial Proposal Form attached hereto. Unit price and total price must be clearly stated in the quotation. All discounts, in percentage of total estimated contract value, are to be stated separately.

4.5 The proposed CONTRACT PRICE shall indicate whether it is inclusive of Vietnamese taxes (VAT, CIT, etc.) or not. In the event that the quoted prices do not specify this, they shall be treated as inclusive of all taxes.

5.0 BID EXCEPTIONS

- 5.1 In the event BIDDER has any change that is considered of mutual benefit or if there is any exception to ITB document, BIDDER must state the changes or exceptions proposed by using the Exception Form as set out in BIDDING FORMS and giving specific reasons thereof. BIDDER must clearly indicate the effect, if any, these changes or exceptions may have on BIDDER's price quotation and WORKS schedule if the change or exceptions were to be accepted by CLIENT. CLIENT will review each change or exception on a case-by-case basis, **but in no event shall BIDDER's base quotation be qualified by any such change or exception nor will CLIENT be obligated to accept any such change or exception.**
- 5.2 Changes or exceptions to the ITB document expressed after the Bid Closing Date will not be entertained.
- 5.3 If BIDDER cannot accept CLIENT's wording or any other requirement at any price, and is willing to risk having its proposal rejected on this basis, then BIDDER must include the following statement under the "CHANGE IN BID PRICE/DELIVERY" column of the Exceptions Form:

"FIRM - WILL NOT ACCEPT CLIENT'S WORDING/REQUIREMENT AT ANY PRICE".
- 5.4 BIDDER shall quote the firm unit price by which the Price will be adjusted (either up or down) should CLIENT do not accept BIDDER's proposed changes or exceptions.
- 5.5 BIDDERS shall provide a softcopy of its UN-PRICED EXCEPTIONS using "Track Changes" in native Word format submitted together with the Technical and Unpriced Package.
- 5.6 Failure to provide exceptions will convey that the terms and conditions in the Contract

Form are acceptable and no further negotiations will be accepted by CLIENT.

- 5.7 Where exceptions have been provided in the Bid, CLIENT reserves the right to enter into negotiations when CLIENT selects the successful bid.

6.0 BID BOND

- 6.1 When participating to the Tender, BIDDERS shall, at its own expense, furnish Bid Bond using the Bid Bond Form set out in **Bidding Forms** and issued by a reputable recognized bank accepted by CLIENT.
- 6.2 The amount of Bid Bond shall be 29,000.00 USD or 760,000,000.00 VND and shall be valid for **240 days from the Bid Closing Date**. The Original Bid Bond shall be attached in the Bid Proposal.
- 6.3 In case of Consortium, the Bid Bond will be provided by one of the following two methods:
- a) Each Consortium Partner shall provide separately Bid Bond, provided always that the total value of Bid Bond shall not be lower than the amount required in Item 6.2 above; if Bid Bond of any Consortium Partner is invalid the Bid Proposal of such Consortium shall be rejected according to the prerequisite criteria.
 - b) The Consortium Partners agree to appoint a Consortium Partner to provide Bid Bond for the whole Consortium. In this case, the Bid Bond may include the name of Consortium or name of the Consortium Partner providing the Bid Bond for the whole Consortium provided always that the total value of Bid Bond shall not lower than the amount required in Item 6.2 above.
- 6.4 Bid Bond shall be considered as not acceptable if its value is lower than the required value, is not in the required currency, with shorter validity period, not submitted to the address by the time required by the ITB, states an incorrect BIDDERS Name, is not original or without valid signature.
- 6.5 Bid Bond will be returned to the unsuccessful BIDDERS within thirty (30) days from the date of announcement of the Bid results. For the successful BIDDERS, the Bid Bond will be returned when the successful BIDDERS provides the Bank Guarantee.
- 6.6 Bid Bond shall be forfeited and shall be disposed if the BIDDERS:
- a) withdraws its Bid Proposal during the Validity Period of the Bid or any extension of validity the BIDDERS has agreed to;
 - b) do not commence the CONTRACT negotiation, finalization or decline to do so within thirty (30) days after receipt of CONTRACT award notice, or have completed the CONTRACT negotiation, finalization but refuses to sign the CONTRACT without valid reasons;

- c) in case of the successful BIDDER, fails to furnish the Performance Bond before signing the CONTRACT or before the CONTRACT comes into force.

6.6 BIDDER may be required to extend the validity of his Bid Bond for an appropriate period.

7.0 BANK GUARANTEE

BIDDER’s attention is drawn to **Article headed as Bank Guarantee** of the CONTRACT FORM whereby the successful BIDDER is requested to provide an irrevocable first call Bank Guarantee issued by a commercial bank acceptable by CLIENT to guarantee performance of BIDDER’s obligation under the CONTRACT. The format of Bank Guarantee shall be set out in the EXHIBIT IV of CONTRACT document.

8.0 PROPOSAL FORMAT

8.1 BIDDER is to strictly adhere to the proposal format as set out below. **BIDDER must ensure that the "TECHICAL AND UNPRICED PACKAGE (TECHNICAL)" does not contain any pricing or cost.** *Failure to comply with these instructions may render BIDDER's proposal invalid.*

8.2 BIDDER is to submit the proposal in two (2) separate sealed packages, as follows:

- a) Technical and Unpriced Package (Technical)
- b) Priced Package (Commercial)

8.3 CONTENTS OF TECHNICAL AND UNPRICED PACKAGE (TECHNICAL)

Unpriced package shall include but not limited to the following:

SECTION	CONTENT
Section 1	<p>PROPOSAL LETTER</p> <p>The Proposal Letter shall be prepared and fully filled by BIDDER as set out in BIDDING FORMS and must be signed by the authorized representative of BIDDER (the representative at law of the BIDDER or the authorized person with legal Power of Attorney). In case of authorization, BIDDER shall enclose the following instruments and documents to prove the legitimacy of the authorized person:</p> <ul style="list-style-type: none"> a. In case of independent BIDDER: <ul style="list-style-type: none"> Power of Attorney signed by the Representative at law of BIDDER authorizing the authorized person to sign the Proposal Letter; b. In case of Consortium: <ul style="list-style-type: none"> Proposal Letter shall be signed by the Representative at law of each Consortium Partner, unless the Consortium

SECTION	CONTENT
	<p>Agreement stated that the Consortium Partners have authorized the representative at law of Leading Partner of the Consortium to sign Proposal Letter. If each Consortium Partner has authorized such Representative, the same requirements as independent BIDDER shall be applied.</p>
Section 2	<p>BIDDER’S ELIGIBILITY, EXPERIENCES & CAPACITY AND BID BOND</p> <p>BIDDER shall provide the following documents proving BIDDER’s eligibility, experiences, and capacity:</p> <ol style="list-style-type: none"> 1. The Documents as required in Item 1.3; 2. BIDDER is requested to submit a completed BIDDER’s QUESTIONNAIRE, including but not limitation to the following documents: <ol style="list-style-type: none"> (i) BIDDER’s Organization; (ii) BIDDER’s Experience; (ii) Company Profile; and (iii) Last three (03) Year Financial Statement. <p>3. Original Bid Bond</p>
Section 3	<p>TECHNICAL PROPOSAL</p> <p>BIDDER shall provide the following documents to prove the suitability (compliance) of WORKS:</p> <ol style="list-style-type: none"> 1. BIDDER is to provide (i) the detailed description of the working procedures, BIDDER’s capability of the WORKS proposed and (ii) the relevant guidelines, drawings, certificates, records to provide the Scope of Works as specified in EXHIBIT I – SPECIAL PROVISIONS AND SCOPE OF WORKS; 2. BIDDER is to fill the information as per EXHIBIT II – EQUIPMENT SPECIFICATIONS; 3. Curriculum Vitae (CV) of Proposed Manpower as set out in BIDDING FORMS;
Section 4	<p>HSE & QUALITY REQUIREMENTS</p> <p>BIDDER is also required to submit the following documents where applicable:</p> <ol style="list-style-type: none"> a. HSE Management System b. Evidences of BIDDER’s compliance to all CLIENT’s HSE requirements of EXHIBIT VI c. HSE Plan for year 2024/2025 d. HSE KPI records for the last five (5) years
Section 5	<p>BIDDER’S UNPRICED EXCEPTIONS AND ALTERNATIVES</p> <ol style="list-style-type: none"> a. If BIDDER has no exception and alternative proposal, BIDDER

SECTION	CONTENT
	<p>shall have the following statements prominently displayed in capital letters under this section: "THIS PROPOSAL COMPLIES WITH ALL TERMS AND CONDITIONS OF THIS CONTRACT, EXHIBITS AND REQUIREMENTS IN THIS ITB" or</p> <p>b. If BIDDER has alternative proposal on this bid documents, BIDDER shall display the following statement in capital letters under this section: "THIS PROPOSAL INCLUDES EXCEPTIONS AND ALTERNATIVES WHICH ARE LISTED ON THE FOLLOWING PAGES."</p> <p>c. BIDDER shall present a complete and detailed listing of non-compliance to the ITB in total indicating the delivery impact only, if any, but without indicating the cost impact. The format of presentation shall be as per the attached BIDDER's EXCEPTION TO TERMS AND CONDITIONS and BIDDER's EXCEPTION TO EXHIBITS as set out in BIDDING FORMS.</p>

8.4 CONTENTS OF PRICED PACKAGE (COMMERCIAL)

Every page of BIDDER's price proposal must bear BIDDER's company seal. Priced package shall include the following:

SECTION	CONTENT
Section 1	<p>PROPOSAL LETTER To be attached a similar letter as in Section 1.</p>
Section 2	<p>BIDDER is requested to submit the following with prices & schedule attached PRICE COMMERCIAL FORM as per EXHIBIT II – CONTRACT PRICE.</p>

SECTION	CONTENT
Section 3	<p>BIDDER's PRICED EXCEPTIONS AND ALTERNATIVES.</p> <p>a. If BIDDER has no exception and alternative proposal, BIDDER shall have the following statements prominently displayed in capital letters under this section: "THIS PROPOSAL COMPLIES WITH ALL TERMS AND CONDITIONS OF THIS CONTRACT, EXHIBITS AND REQUIREMENTS IN THIS ITB" or</p> <p>b. If BIDDER has alternative proposal on this bid documents, BIDDER shall display the following statement in capital letters under this section: "THIS PROPOSAL INCLUDES EXCEPTIONS AND ALTERNATIVES WHICH ARE LISTED ON THE FOLLOWING PAGES."</p> <p>c. BIDDER shall present a complete and detailed listing of non-compliance to the ITB in total indicating the delivery impact and cost impact, if any. The format of presentation shall be as per the attached BIDDER's EXCEPTION TO TERMS AND CONDITIONS and BIDDER's EXCEPTION TO EXHIBITS as set out in BIDDING FORMS.</p>

9.0 SUBMISSION OF PROPOSAL

- 9.1 Each Technical and Unpriced Package (Technical) and Priced Package (Commercial) shall consist of:
- a) **One (1) original set** of each package wrapped separately from the other copies and clearly marked with the word "**ORIGINAL UNPRICED**" or "**ORIGINAL PRICED**" on the cover of the respective wrapping.
 - b) **Two (2) copies** each of the Technical and Unpriced Package (Technical) and Priced Package (Commercial). The copies shall be wrapped separately (2 Unpriced and 2 Priced) and marked with the word "**COPIES UNPRICED PACKAGE**" or "**COPIES PRICED PACKAGE**" on the covers of the packages.
 - c) 01 native copy containing Technical and Unpriced Package (Technical) and 01 native copy containing Priced Package (Commercial) with label having BIDDER name, Tender title and number. The native copy shall be wrapped and sealed separately and marked with the word "**UNPRICED PACKAGE**" or "**PRICED PACKAGE**" on the covers of the packages. The soft Proposal documents shall be in native file format (Microsoft Word® and Microsoft Excel®).

In the event of discrepancy between the original set and the copies, the original set shall prevail.

- 9.2 BIDDER shall ensure that all proposals or submissions to CLIENT, pertaining to the enquiry are properly sealed and that the cover of each package is clearly marked in **bold letters** with the following wordings:
- (a) ITB number and the title.
 - (b) BIDDER's name and return address.
 - (c) "TECHNICAL AND UNPRICED PACKAGE" or "PRICED PACKAGE".
 - (d) "PRIVATE AND CONFIDENTIAL"

- 9.3 **All communications and correspondence with regard to ITB and clarification shall be made to the following address:**

**DOMESTIC PETROLEUM OPERATING BRANCH - PETROVIETNAM
EXPLORATION PRODUCTION CORPORATION LIMITED**

15th Floor, Victory Tower

12 Tan Trao Street, Tan My Ward

Ho Chi Minh City, S.R Vietnam

Tel: (84-28) 3776 2222 Fax : (84-28) 3872 1079/1080

Attention : **Planning & Procurement Manager**

All communications regarding bid clarifications shall be made in writing and must indicate the ITB number and title and send to the address given above. Such bid clarifications shall reach the address given above **at least seven (07) days** prior to the Bid Closing Date. CLIENT shall preserve the right not to respond to bid clarifications received later than the above-mentioned time.

Submission of Bid Proposal shall be made to the following address:

**DOMESTIC PETROLEUM OPERATING BRANCH - PETROVIETNAM
EXPLORATION PRODUCTION CORPORATION LIMITED**

15th Floor, Victory Tower

12 Tan Trao Street, Tan My Ward

Ho Chi Minh City, S.R Vietnam

Tel: (84-28) 3776 2222 Fax : (84-28) 3872 1079/1080

Attention : **Planning & Procurement Manager**

- 9.4 BIDDER is strongly advised to deliver the proposals by hand in order to assure timely receipt by CLIENT. If BIDDER elects to mail the proposal, BIDDER is advised to use a fast and reliable delivery service e.g. courier. BIDDER should advise CLIENT by fax the date on which the proposal was mailed and details of the delivery service.
- 9.5 Responsibility for timely delivery of the proposals to the correct address rests fully with BIDDER. CLIENT does not accept late bids submission. Delivery to the wrong address shall not be an excuse for late delivery.
- 9.6 BIDDER must ensure that the proposal is delivered to the address given in Item 9.3 above no later than **10:00 hours on __ ____, 2025 (Vietnam Time, GMT+7) LATE BIDS WILL NOT BE ENTERTAINED.**

- 9.7 BIDDER's proposal shall be submitted in a **separate sealed envelope or package** bearing the name of your company, clearly addressed and marked on the outside as follows:

"STRICTLY CONFIDENTIAL"

**PROVISION OF ELECTRICAL LOGGING SERVICES FOR DRILLING CAMPAIGN –
DAI HUNG NAM FIELD, BLOCK 05-1(A)**

TENDER NO.: PVEPPOC-DRL-2025-025

- 9.8 Bid Proposal as well as all correspondences and documents relating to the ITB exchanged by BIDDER and CLIENT shall be written in English. Supporting documents and printed literature furnished by BIDDER may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid Proposal, the translation shall govern.

10.0 ACCEPTANCE

- 10.1 CLIENT may, at CLIENT option, reject all proposals received or may accept any proposal which, in CLIENT's sole judgment, is the most advantageous to CLIENT. CLIENT reserves the right to accept or reject all or part of the proposal at CLIENT's discretion and will be under no obligation to explain the reasons thereof.
- 10.2 CLIENT reserves the right to award the CONTRACT at its own discretion. The award strategy: single award.
- 10.3 CLIENT shall not be deemed to have accepted all or any part of a proposal unless and until a written acceptance is issued.
- 10.4 Any award as a result of this ITB will be through a properly executed contract issued by CLIENT. Prior to this, CLIENT may send the BIDDER a Letter of Award in order to initiate immediate placement of order. Upon receipt of the Letter of Award, BIDDER shall proceed immediately with the work mentioned in the Letter of Award.

11.0 PAYMENT

- 11.1 Payments shall be made in accordance to **Article headed as “INVOICING AND PAYMENT”** of CONTRACT FORM attached hereto.
- 11.2 Any proposal on progress payments shall be based on "value received" or verifiable milestones and not merely the passage of time and not for merely placing the CONTRACT.

12.0 PARTIAL ORDER

COMPANY reserves the right to order all or any part of the package to Bidder without prejudice to other terms and conditions.