

# BIDDING DOCUMENTS

**Procurement Package:** Consulting service to conduct a pre-feasibility study on the application of thermal storage battery (TES) solutions to recover waste heat, reduce energy costs and support sustainable development goals at Dung Quat Refinery, as per Purchase Requisition No. 1100003822/716/DH-NCPT

**Date of Issuance:**

**Procuring Entity**

*[Full name, position, signature, and seal]*



## **TABLE OF CONTENTS**

### **ABBREVIATIONS**

#### **Part One. INSTRUCTIONS TO BIDDERS**

##### **Chapter I. Bidding Procedures**

A. GENERAL

B. PREPARATION OF BIDS

C. SUBMISSION OF BIDS

D. BID OPENING AND EVALUATION

E. AWARD OF CONTRACT

##### **Chapter II. Bid Data Sheet**

##### **Chapter III. Bid Validity and Evaluation Criteria**

#### **Part Two. TECHNICAL PROPOSAL FORMS**

Form No. 1: Bid Form (Technical Proposal)

Form No. 2: Letter of Authorization/Power of Attorney

Form No. 3: Joint Venture Agreement

Form No. 4: Organizational Structure and Experience of the Bidder

Form No. 5: Suggestions (if any) for improving the Terms of Reference

Form No. 6: Solutions and Methodology Proposed for Performing the Consulting Services

Form No. 7: List of Consultants involved in performing the Consulting Services

Form No. 8: Curriculum Vitae of the Consultant

Form No. 9: Work schedule

#### **Part Three. FINANCIAL PROPOSAL FORMS**

Form No. 10A: Bid Form (Financial Proposal)

Form No. 10B: Bid Form (Financial Proposal)

Form No. 11: Cost Summary

Form No. 12A: Remunerations for Consultants

Form No. 13: Other Expenses for Consultants

#### **Part Four. TERMS OF REFERENCE**

#### **Part Five. CONTRACT AND CONTRACT FORMS**

##### **Chapter IV. Contract**

##### **Chapter V. Contract Forms**

#### **Part Six. ADJUSTED EVALUATION CRITERIA AND INSTRUCTIONS FOR ONLINE BID SUBMISSION**

##### **Chapter VI. Adjusted Criteria for Validity check and Evaluation of Bids Submitted via the D-Procure System**

##### **Chapter VII. Instructions for Online Submission of Bids via the BSR's D-Procure System**



## ABBREVIATIONS

BSR	Binh Son Refining & Petrochemical Joint Stock Company
BDS	Bid Data Sheet
BDs	Bidding Documents
D-Procure	Digital Procurement
ITB	Invitation to Bid
VND	Vietnam dong
USD	US dollar



## **SUMMARY DESCRIPTION**

### **Part One. INSTRUCTIONS TO BIDDERS**

#### **Chapter I. Bidding Procedures**

This Chapter provides information to assist bidders in preparing their bids. It includes provisions on bid preparation, submission, bid opening, bid evaluation, and contract finalization and signing.

#### **Chapter II. Bid Data Sheet**

This Chapter provides specific provisions supplementing Chapter I, applicable to each particular procurement package.

#### **Chapter III. Bid Validity and Evaluation Criteria**

This chapter includes the criteria for assessing the validity of bids, as well as the technical and financial evaluation criteria.

### **Part Two. TECHNICAL PROPOSAL FORMS**

This part includes the technical proposal forms to be completed by the bidder as part of the Technical Proposal.

### **Part Three. FINANCIAL PROPOSAL FORMS**

This part includes the financial proposal forms to be completed by the bidder as part of the Financial Proposal.

### **Part Four. TERMS OF REFERENCE**

The Terms of Reference provide an overview of the procurement package, scope of work, reporting requirements, execution time.

### **Part Five. CONTRACT AND CONTRACT FORMS**

#### **Chapter IV. Contract**

This Chapter provides the draft contract applicable to consulting services packages.

#### **Chapter V. Contract Forms**

This Chapter provides the forms that are an integral part of the contract

### **Part Six. ADJUSTED EVALUATION CRITERIA AND INSTRUCTIONS FOR ONLINE BID SUBMISSION**

#### **Chapter VI. Adjusted Criteria for Validity check and Evaluation of Bids Submitted via the D-Procure System**

This Chapter provides adjusted criteria for validity check and evaluation of bids submitted via the D-Procure System of the Procuring Entity

#### **Chapter VII. Instructions for Online Submission of Bids via the BSR's D-Procure System**

This Chapter provides instructions for online submission of bids via the D-Procure System of the Procuring Entity.



## Part One

### INSTRUCTIONS TO BIDDERS

#### Chapter I

#### BIDDING PROCEDURES

##### A. GENERAL

##### Section 1. Scope of Bidding

1. The Procuring Entity invites eligible Bidders to submit Bids for the consulting service package under the project or procurement plan specified in the Bid Data Sheet (BDS). The name of the procurement package and the main scope of services are described in the **BDS**.
2. The contract implementation period is specified in the **BDS**.
3. The source of funding for the package is specified in the **BDS**.

##### Section 2. Eligibility of Bidders

A Bidder shall be considered eligible if it meets all of the following conditions:

1. For domestic Bidders: enterprises, cooperatives, unions of cooperatives, cooperative groups, public non-business units, and foreign-invested economic organizations legally established and operating under the laws of Vietnam; For foreign Bidders: legally established and operating under the laws of their respective countries;
2. Maintain independent financial accounting;
3. Not undergoing dissolution procedures or subject to revocation of business registration, cooperative registration, or equivalent; not insolvent or under bankruptcy proceedings;
4. Not currently prohibited from participating in bidding activities in accordance with the Procuring Entity's Procurement Regulations.
5. Ensure fair competition in bidding as provided in Section 3 of this Chapter;
6. Included in the short list, if applicable; Bidders on the same short list shall not form a joint venture with each other for this package: **not applicable**;
7. Have a Vietnamese member in the joint venture or subcontractor as stipulated in **BDS: not applicable**.

##### Section 3. Assurance of Fair Competition in Bidding

1. Bidders must be legally and financially independent from the Investor and the Procuring Entity:
  - a) Not under the same governing body (for public non-business units);
  - b) Not holding more than 30% of shares or contributed capital in each other.
2. Bidders must be legally and financially independent from other Bidders specified in the **BDS**:
  - a) Not under the same governing body (for public non-business units);
  - b) Do not hold shares or capital in each other, and do not share over 20% of capital or shares in the same third party.
3. In the case of restricted bidding, Bidders and other participating Bidders in the same package must not hold more than 20% of shares or capital in each other.

##### Section 4. Bidding Preparation Costs

The Invitation to Bid is published on the website of Binh Son Refining and Petrochemical Joint Stock Company (<http://www.bsr.com.vn>) and the National E-Procurement System. Bidders shall bear all costs associated with the preparation and submission of their Bids. Under no circumstances shall the



Procuring Entity be responsible for such costs, regardless of the bidding outcome.

## **Section 5. Bidding Documents and Clarification of Bidding Documents**

1. The Bidding Documents (BDs) comprise the contents listed in the Table of Contents. It is the responsibility of Bidders to carefully review and study the BDs when preparing their Bids. The method of Bid Evaluation is specified in the **BDS**.

2. Any request for clarification of the BDs shall be made in writing to the Procuring Entity at the address and within the deadline specified in the **BDS** (advance notice via fax or email is acceptable). Upon receipt of such request, the Procuring Entity will issue a written response, including the clarification content without disclosing the name of the inquiring Bidder, and send it to all Bidders who received the BDs.

If the clarification leads to amendments to the BDs, such amendments will be made in accordance with Section 6 of this Chapter.

If necessary, the Procuring Entity may organize a pre-bid meeting to discuss unclear content in the BDs. The minutes of the meeting shall be recorded and issued in writing to all Bidders who received the BDs. Non-attendance in the pre-bid meeting shall not be a reason for disqualification.

## **Section 6. Amendment of Bidding Document**

1. Amendments to the BDs shall only be made before the Bid closing time and must be issued in writing.

2. Any amendment shall be deemed an integral part of the BDs and shall be communicated in writing to all Bidders who obtained the BDs directly from the Procuring Entity, and published on the BSR website (<http://www.bsr.com.vn>).

3. The timing of dispatching the amendment to the Bidders is specified in the **BDS**. To ensure sufficient time for Bid preparation, the Procuring Entity may extend the Bid closing time in accordance with Section 17 of this Chapter. Bidders must confirm receipt of the amendment in writing via direct submission, post, fax, or email.

## **Section 7. Bidder Preferences (not applicable)**

1. Preference Principles:

a) Where a Bidder qualifies for more than one type of preference, only the highest preference shall apply;

b) In the case of tied Bids after preference adjustments, priority shall be given to Bidders located in the province where the package is to be implemented.

2. Eligibility and calculation of preferences are defined in the **BDS**.

3. Bidders claiming preference as per Clause 2 of this Section must declare it in the Technical Proposal and submit supporting documentation.

## **B. PREPARATION OF BIDS**

### **Section 8. Language of Bid**

The Bid, as well as all correspondence and documents related to the Bid exchanged between the Bidder and the Procuring Entity, shall be written in the language specified in the **BDS**. Supporting materials and documents included in the Bid may be in another language, provided that a translation into the language specified in the **BDS** is also attached. In the absence of such translation, the Procuring Entity may, if necessary, request the Bidder to submit the translation.

### **Section 9. Contents of the Bids**

Bidders shall prepare and submit a Bid comprising the following contents:



1. The Technical Proposal shall include:
  - a) Documents evidencing the Bidder's eligibility, qualifications, and experience, as specified in Section 13 of this Chapter;
  - b) Technical Proposal as prescribed in Part Two;
  - c) Other information as specified in the **BDS**.
2. The Financial Proposal as prescribed in Part Three.

### **Section 10. Bid Forms**

The Bid Forms, including the Technical Proposal Form (Form 1, Part Two) and the Financial Proposal Form (Form 10A or 10B, Part Three), must meet the following requirements:

1. The forms shall be signed and stamped (if applicable) by the Bidder's legal representative (i.e., the legal representative or the authorized person under a valid power of attorney using Form 2, Part Two). In the case of authorization, the Bidder shall attach supporting documents as required in the **BDS** to prove the authorization is valid. For a joint venture, the forms shall be signed and stamped (if applicable) by the legal representative of each member, or by the lead member authorized to sign the Bid on behalf of the joint venture in accordance with the joint venture agreement. If each joint venture member issues separate authorizations, each must provide supporting documents to prove the eligibility of its authorized signatory.
2. The Technical Proposal Form shall clearly state the contract implementation period, consistent with the proposed technical approach.
3. The Financial Proposal Form shall specify the bid price clearly and fixedly in both figures and words, consistent with the total bid price stated in the summary cost table. The Bid shall not contain multiple or conditional prices that may disadvantage the Employer or Procuring Entity.

### **Section 11. Bid Price and Discounts**

1. The Bid Price is the total price stated in the Financial Proposal Submission Form, inclusive of all costs (excluding discounts) required to perform the contract, as specified in the **BDS**. The Bid Price shall include all applicable taxes, duties, and fees, calculated based on the rates effective 28 days before the bid closing date.
2. The Bidder shall quote for all the work specified in Part Four – Terms of Reference, providing unit and total prices for all items listed in the “Description of Services” columns. If any item in the unit price or total amount column is left blank or filled with “0,” it shall be deemed that the Bidder has distributed the cost into other line items and must still perform the corresponding work as required in the Bidding Documents, without separate payment. The Bidder shall quote in accordance with the requirements in the **BDS**.
3. If the Bidder offers a discount, it must be submitted in a separate discount letter or directly stated in the Financial Proposal Submission Form (Form 10B, Part Three). The discount letter may be submitted with the Financial Proposal or separately, provided that it is received by the Procuring Entity prior to the bid closing time. If submitted together with the Financial Proposal, the Bidder must notify the Procuring Entity at or before the closing time, or list the discount letter in the table of contents. If submitted separately, the discount letter must be enclosed in a sealed envelope labeled “Discount Letter – Do Not Open with the Technical Proposal.” The sealing method is at the Bidder's discretion. The discount letter must clearly specify the content and method of applying the discount to specific items in the Financial Proposal. If the method is not specified, the discount shall be deemed proportionally applied to all items.
4. If the Bid contains abnormally low unit prices, the Procuring Entity may request the Bidder to clarify those prices.
5. The Bidder shall prepare cost breakdowns using Forms 11, 12A, and 13 in Part Three. The



breakdown of consultant remuneration shall comply with the **BDS**.

6. For contracts using the fixed-price method, the Bid Price must not exceed the project cost stated in the **BDS: not applicable**.

### **Section 12. Bid Currency**

The Bid Price shall be quoted in the currency specified in the **BDS**. The contract payment shall be made in the currency specified in the **BDS**.

### **Section 13. Eligibility, Qualifications, and Experience Documentation**

The Bidder shall submit the following documents in the Technical Proposal:

1. Documents demonstrating the Bidder's eligibility:
  - a) For independent Bidders: documents proving eligibility as required in the **BDS**;
  - b) For joint ventures:
    - Documents under point (a) for each member;
    - The joint venture agreement using Form 3, Part Two.
2. Documents demonstrating the Bidder's qualifications and experience:
  - a) As declared in Forms 4 and 7, Part Two. For joint ventures, qualifications and experience shall be aggregated based on each member's scope of work, and each member must demonstrate compliance with the requirements of the Bidding Documents for its assigned portion;
  - b) Other documents as required in the **BDS**.

### **Section 14. Bid Validity Period**

1. The Bid shall remain valid for a period not shorter than that specified in the **BDS**, starting from the bid closing time. The bid closing day counts as Day 1. Any Bid with a validity period shorter than that required in the **BDS** shall not be considered.
2. If necessary, before the original validity period expires, the Procuring Entity may request Bidders to extend their Bid validity (including both Technical and Financial Proposals) and the bid security validity (if applicable) by an additional 30 days beyond the extended Bid validity. If a Bidder declines to extend, their Bid shall no longer be considered. Bidders agreeing to the extension shall not modify any part of their Bid. All requests and responses regarding the extension must be made in writing.

### **Section 15. Format and Signing of the Bid**

1. The Bidder shall prepare one original and the number of copies specified in the **BDS**, and clearly mark them as "Original" and "Copy," respectively.
2. The Bidder shall be responsible for the accuracy and consistency between the original and the copies. During evaluation, if any copy is blurry, missing pages, or technically flawed, the content of the original shall prevail. If discrepancies between the original and the copies do not affect Bidder ranking, the original shall be used for evaluation. If the discrepancies lead to a change in ranking, the Bid shall be rejected.
3. The Bid shall be typed or printed in indelible ink, page-numbered consecutively. The Bid Form, discount letter (if any), clarifications, and all required forms shall be signed by the Bidder's legal representative in accordance with guidance in Part Two and Part Three.

For joint ventures, the Bid shall be signed by the legal representatives of all members or by the lead member on behalf of the joint venture, as authorized in the joint venture agreement. To ensure all members are legally bound, the joint venture agreement must be signed by the legal representative of each member.

Any additions, interlineations, deletions, or overwriting in the Bid shall be valid only if initialed or



signed by the person signing the Bid on the relevant page.

## **C. SUBMISSION OF BIDS**

### **Section 16. Sealing and Marking of Bids**

1. The Bid shall include the contents specified in Section 9 of this Chapter. The original and the copies of the Technical Proposal shall be placed in a sealed envelope marked “TECHNICAL PROPOSAL.” Similarly, the original and copies of the Financial Proposal shall be placed in a separate sealed envelope marked “FINANCIAL PROPOSAL” with the warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.” Both envelopes shall then be enclosed in an outer envelope, also sealed (the sealing method is at the Bidder’s discretion). The required labeling of envelopes shall be as specified in the **BDS**.

2. If the Technical Proposal or Financial Proposal consists of multiple documents, the Bidder shall pack them in a manner that facilitates handling and ensures the integrity and security of the Bid. If multiple envelopes are required for transportation purposes, each envelope shall be clearly numbered (e.g., "Envelope 1 of 3") and indicate whether it belongs to the Technical or Financial Proposal. Each envelope must be sealed and labeled in accordance with this Section.

3. The Bidder shall be fully responsible for any consequences or disadvantages resulting from failure to comply with the requirements of the Bidding Documents, including unsealed or improperly sealed envelopes or incorrect labeling as stipulated in Clauses 1 and 2 of this Section. The Procuring Entity shall not be responsible for the confidentiality of any Bid not prepared in accordance with these instructions.

### **Section 17. Deadline for Submission of Bids**

1. The Bidder shall submit the Bid either in person or by mail to the address specified by the Procuring Entity, ensuring it is received before the bid submission deadline stated in the **BDS**. The Procuring Entity shall receive and accept Bids from all Bidders submitted before the deadline, including those who did not purchase or receive the Bidding Documents from the Procuring Entity. In such cases, the Bidder must pay the cost of one set of Bidding Documents before the Bid is accepted.

2. The Procuring Entity may extend the deadline for Bid submission to allow for more Bidders to participate, to accommodate amendments to the Bidding Documents under Section 6 of this Chapter, or at the reasonable request of Bidders.

3. In the event of an extension, the Procuring Entity shall issue a written notification to all Bidders who have received the Bidding Documents or submitted a Bid, and publish the extension notice on the National E-Procurement System and in the Public Procurement Bulletin (including English for international bidding). The notice shall specify the new deadline to allow sufficient time for Bidders to amend or supplement their Bids (including validity extensions). Bidders may retrieve and revise their submitted Bids. If not retrieved, the Procuring Entity will manage such Bids as “confidential documents.”

### **Section 18. Late Bids**

Any Bid received after the bid submission deadline shall be rejected and returned to the Bidder unopened and in its original condition. Any documents received after the deadline for the purpose of amending or supplementing a submitted Bid shall be deemed invalid, except for clarifications requested by the Procuring Entity or documentation related to eligibility, qualifications, and experience as specified in Section 21 of this Chapter.

### **Section 19. Modification, Substitution, or Withdrawal of Bids**

1. After submission, the Bidder may withdraw, substitute, or modify its Bid by submitting a written notice signed by its authorized representative, along with the relevant replacement or modification. If signed by an authorized person, a valid Power of Attorney (Form 2, Part Two) must be attached. All such notices shall be submitted in accordance with Section 16 of this Chapter, and the envelope



must be clearly labeled as “WITHDRAWAL OF BID,” “SUBSTITUTION OF BID,” or “MODIFICATION OF BID.” The Procuring Entity must receive the notice before the bid submission deadline specified in Section 17.

2. Any Bid withdrawn under Clause 1 of this Section shall be returned to the Bidder unopened and in its original condition. No Bid may be withdrawn, substituted, or modified after the bid submission deadline until the expiration of the Bid validity period specified in the Bid or any extended validity period as applicable.

## **D. BID OPENING AND EVALUATION**

### **Section 20. Opening of the Technical Proposal**

The opening of the Technical Proposals shall be conducted publicly at the time and location specified in the **BDS**. Only the Technical Proposals received by the Procuring Entity before the bid closing time shall be opened, in the presence of the representatives of the Bidders who attend the Bid opening ceremony, regardless of whether the Bidders are present. The Procuring Entity may invite representatives of relevant authorities to attend the Bid opening ceremony.

2. If a Bidder requests to withdraw or replace their Bid, the Procuring Entity will first open and publicly announce the information in the envelope containing the withdrawal notice marked "WITHDRAWAL OF BID". The sealed envelope containing the Bid of the Bidder requesting the withdrawal will remain sealed and returned to the Bidder. The Procuring Entity will not accept the withdrawal if the withdrawal notice is not accompanied by documents proving that the person signing the notice is the legal representative of the Bidder.

Next, the Procuring Entity will open and publicly announce the information in the envelope containing the notice of "SUBSTITUTION OF TECHNICAL PROPOSAL". The original Technical Proposal will be replaced by the corresponding substituted proposal. The original sealed envelope will be returned to the Bidder. The Technical Proposal will not be replaced if the substitution notice is not accompanied by the documents proving the authority of the person signing the notice.

For the envelopes containing the notice of "AMENDMENT OF TECHNICAL PROPOSAL", the amendment notice shall be opened and publicly read, along with the amended Technical Proposal. The Procuring Entity will not accept any amendment to the Technical Proposal if the amendment notice is not accompanied by documents proving that the person signing the notice is the legal representative of the Bidder. Only those Technical Proposals that are opened and publicly read at the opening ceremony will be considered for further evaluation.

3. The opening of Technical Proposals shall be performed for each Technical Proposal in alphabetical order by the Bidder's name, following this sequence:

- a) Checking the seal;
- b) Opening the envelope and reading clearly the following information:
  - Seal condition;
  - Bidder's name;
  - Number of original and copies of the Technical Proposal;
  - Bid Form included in the Technical Proposal;
  - Validity period of the Technical Proposal;
  - Contract implementation period;
  - Other related information.

4. The information specified in Clause 2 of this Section shall be recorded in the Bid opening minutes. The minutes of the Bid opening shall be signed by the Procuring Entity's representatives and the



representatives of the Bidders attending the Bid opening ceremony. A copy of the minutes will be sent to all Bidders who submitted Technical Proposals.

5. The Procuring Entity's representative shall sign the original Bid Form, the power of attorney of the legal representative of the Bidder (if applicable), the joint venture agreement (if applicable), and other essential documents of each Technical Proposal.

6. The Financial Proposals of all Bidders will be sealed by the Procuring Entity in a separate envelope, which will be signed by the Procuring Entity's representatives and the Bidder's representatives present at the Bid opening.

### **Section 21. Clarification of Bids**

1. After Bid opening, the Bidder shall provide clarifications to the Bid as requested by the Procuring Entity. All requests for clarification from the Procuring Entity and the responses from the Bidder must be in writing. Clarifications shall only be exchanged between the Procuring Entity and the Bidder whose Bid requires clarification, ensuring that the core nature of the Bidder's participation is not altered, and no essential changes are made to the Bid, including the bid price. The clarifying documents shall be kept by the Procuring Entity as part of the Bid.

2. The clarification request shall specify the deadline for the Bidder's response. If the Bidder fails to respond within the specified period or does not comply with the clarification request, the Procuring Entity will evaluate the Bid based on the information in the Bid as submitted before the bid closing time.

3. For Technical Proposals, the clarifications will be conducted during the evaluation of the Technical Proposal as specified in Sections 22 and 23 of this Chapter. If the Bidder's Technical Proposal lacks documents to demonstrate its eligibility, qualifications, and experience, the Procuring Entity shall request the Bidder to provide the missing documentation to prove its eligibility, qualifications, and experience.

If, after the bid closing time, the Bidder discovers that the Technical Proposal is missing documents to demonstrate its eligibility, qualifications, and experience, the Bidder may submit the missing documentation to the Procuring Entity within the period specified in the **BDS** to clarify its eligibility, qualifications, and experience. The Procuring Entity is responsible for receiving and reviewing the clarifying documents from the Bidder; any additional documentation provided to clarify the eligibility, qualifications, and experience will be considered part of the Technical Proposal. The Procuring Entity must notify the Bidder in writing that the clarifying documents have been received, using one of the following methods: direct submission, mail, fax, or e-mail.

4. For Financial Proposals, clarifications will be conducted during the evaluation of the Financial Proposal as specified in Section 25 of this Chapter.

### **Section 22. Checking and Evaluating the Validity of the Technical Proposal**

1. The validity of the Technical Proposal shall be checked, including:

a) Checking the number of original and copies of the Technical Proposal as specified in Section 15, Clause 1 of this Chapter;

b) Checking the components of the Technical Proposal, including:

- The Bid Form included in the Technical Proposal;
- The joint venture agreement (if applicable);
- The Letter of Authorization/Power of Attorney for signing the Bid Form (if applicable);
- Documents proving the Bidder's eligibility and qualifications as specified in Section 13 of this Chapter;
- The technical proposal itself;



- Other components of the Technical Proposal;
  - Appendices and additional documents as specified in the **BDS**.
- c) Checking the consistency of content between the original and copies for detailed evaluation.
2. The Technical Proposal shall be considered valid if it fully meets the requirements specified in Clause 1 of Section 1, Chapter III.
3. Bidders with valid Technical Proposals will be further evaluated for their technical compliance according to Section 23 of this Chapter.

### **Section 23. Detailed Evaluation of the Technical Proposal**

1. The detailed evaluation of the Technical Proposal will be conducted in accordance with the Evaluation Criteria specified in Chapter III.
2. For procurement packages using the Lowest Price Method, Fixed Price Method, or the Combined Technical and Price Method, a list of technically qualified Bidders shall be approved in writing. The Procuring Entity shall notify this list to all Bidders, and invite the technically qualified Bidders to the opening of the Financial Proposals for evaluation as prescribed in Sections 24 and 25 of this Chapter.
3. For procurement packages using the technical approach-based method, based on the approved report and the technical evaluation report, the Bidder with the highest technical score will be approved in writing. The Procuring Entity will notify the Bidder with the highest technical score to open their Financial Proposal for negotiation as specified in Section 29 of this Chapter. The opening of the Financial Proposal will follow the procedure specified in Clause 3, Section 24 of this Chapter.
3. For procurement packages using the Technical Approach-Based Method, based on the approval memorandum and the appraisal report of technically qualified Bidders, the Bidder with the highest technical score shall be approved in writing. The Procuring Entity shall notify all Bidders of the Bidder with the highest technical score and invite that Bidder to the opening of the Financial Proposal and to enter into negotiations in accordance with Section 29 of this Chapter. The Financial Proposal shall be opened in accordance with the procedure specified in Clause 3, Section 24 of this Chapter.
4. For Joint Venture (JV) Bidders, the JV's capability and experience shall be assessed as the aggregate of the capabilities and experiences of all JV members; however, the capability and experience of each JV member shall only be evaluated in relation to the scope of work assigned to that member in the JV Agreement.

### **Section 24. Opening of the Financial Proposal**

1. The opening of the Financial Proposals will be conducted publicly at the time and place indicated in the Bidder's notification, in the presence of the representatives of the Bidders whose Financial Proposals are opened, and representatives from relevant authorities (if necessary). The opening of the Financial Proposals will proceed regardless of whether or not the invited Bidders are present.
2. At the opening of the Financial Proposals, the Procuring Entity will publicly announce the list of Bidders meeting the technical requirements and then proceed to open each Financial Proposal of the technically compliant Bidders in alphabetical order.
3. The opening of the Financial Proposals will follow this procedure:
- a) Checking the seal;
  - b) Opening the Financial Proposal;
  - c) Reading and recording the key information into the opening minutes:
    - Seal condition;
    - Bidder's name;
    - Number of original and copies of the Financial Proposal;



- Bid Form included in the Financial Proposal;
- Validity period of the Financial Proposal;
- Bid price stated in the Bid Form and the price in the cost summary table in Form 11, Part Three;
- Discount (if any);
- Technical score of the Bidder's Technical Proposal that meets the technical requirements;
- Other related information.

4. The minutes of the opening of the Financial Proposal must be signed by the Procuring Entity's representatives and the representatives of the Bidders present. A copy of the minutes shall be sent to all Bidders meeting the technical requirements.

5. The Procuring Entity's representative shall sign all pages of the original Financial Proposal.

### **Section 25. Evaluation of the Financial Proposal**

1. The validity of the Financial Proposal will be checked, including:

a) Checking the number of original and copies of the Financial Proposal;

b) Checking the components of the Financial Proposal, including:

- The Bid Form in the Financial Proposal;

- The cost summary table, consultant remuneration breakdown, analysis of consultant costs (if any), and other components of the Financial Proposal;

c) Checking the consistency of content between the original and copies for detailed evaluation.

2. The Financial Proposal will be considered valid if it fully meets the requirements specified in Clause 2, Section 1, Chapter III.

3. Detailed evaluation of the Financial Proposal:

a) The detailed evaluation of the Financial Proposal will be conducted on the same tax basis as specified in the **BDS** and according to the Evaluation Criteria outlined in Chapter III. During the evaluation of the Financial Proposal, the Procuring Entity will correct errors and adjust discrepancies in the Financial Proposal in accordance with Sections 26 and 27 of this Chapter.

b) After the detailed evaluation of the Financial Proposal, the Bidder ranked first according to the **BDS** will be considered and invited for contract negotiations as specified in Section 29 of this Chapter.

### **Section 26. Correcting Errors**

1. Correcting errors refers to rectifying mistakes in the Bid, including arithmetic errors and other errors, based on the following principles:

a) Arithmetic errors include mistakes made in addition, subtraction, multiplication, or division when calculating the bid price. If there is inconsistency between the unit price and the total amount, the unit price shall be used as the basis for correction. If an abnormal discrepancy is found in the unit price due to a decimal error (e.g., 10 times, 100 times, 1,000 times), the total amount shall serve as the basis for correction.

b) Other errors:

- If the total amount is filled in but no corresponding unit price is provided, the unit price will be determined by dividing the total amount by the quantity. If a unit price is provided but the total amount is missing, the total amount will be determined by multiplying the quantity by the unit price. If both the unit price and total amount are filled in but the quantity is missing, the quantity will be determined by dividing the total amount by the unit price. If the quantity determined differs from the quantity



specified in the Bidding Documents, the discrepancy will be considered as a deviation in the scope of work and adjusted in accordance with Section 27 of this Chapter.

- Misunderstanding of units: adjustments will be made to match the requirements in the Bidding Documents.

- If there is a difference between the technical proposal and the financial proposal, the content of the technical proposal will be used as the basis for correction.

- If there is a difference between figures and words, the written words shall prevail for legal purposes. If the written words are incorrect, the corrected figures will be used as the legal basis.

- If there is inconsistency between the cost summary table and the consultant remuneration table, or other consultant costs, the corrected consultant remuneration table, and other consultant costs will serve as the legal basis for correction.

- If there is a discrepancy between the price recorded in the Bid (excluding discounts) and the price in the cost summary table, the price in the cost summary table, after correction, will serve as the legal basis.

2. After correcting the errors as specified in Clause 1 of this Section, the Procuring Entity shall notify the Bidder in writing about the corrected errors in their Bid. Within 3 working days from the date of receipt of the Procuring Entity's notification, the Bidder must notify the Procuring Entity in writing of their acceptance of the error correction. If the Bidder does not accept the correction, their Bid will be disqualified.

### **Section 27. Adjusting Deviation**

1. If the Bid is missing or contains extra content compared to the requirements of the Bidding Documents, deviations must be adjusted. Adjustments will be made on the basis of fairness, transparency, and economic efficiency.

2. In the case of discrepancies regarding the scope of work as specified in Part Two of the Bidding Documents, the Bid price will be adjusted by adding the value of the missing part and deducting the value of the excess part according to the corresponding unit price in the Bid of the Bidder with the discrepancy.

3. If the Bid of the Bidder contains discrepancies and does not include a unit price, the highest unit price for that item in other Bids that passed the technical evaluation will be used as the basis for adjustment. If the Bids of all Bidders who passed the technical evaluation lack unit prices, the unit price that forms the bid price will be used as the basis for adjusting discrepancies.

4. If only one Bidder passes the technical evaluation, deviations will be corrected using the unit price in the Bid of that Bidder. If the Bidder's Bid does not have a unit price, the unit price forming the bid price will be used as the basis for correcting deviations.

5. If a Bidder's Bid, after adjusting deviations, ranks first but lacks unit prices for deviations, when determining the recommended bid price, the highest unit price for excess deviations in other Bids that passed the technical evaluation will be used. For missing deviations, the lowest unit price in other Bids will be used.

6. After correcting deviations, the Procuring Entity shall notify the Bidder in writing of the adjustment. Within 3 working days of receiving the notification, the Bidder must notify the Procuring Entity in writing of their acceptance of the adjustments. If the Bidder does not accept the adjustments, they must provide reasons for the Procuring Entity to consider and decide upon.

### **Section 28. Confidentiality and Contact with the Procuring Entity**

1. Information related to the evaluation of Bids and the selection of the successful Bidder must remain confidential and shall not be disclosed to other Bidders or any parties not involved in the selection process until the results are publicly announced. Under no circumstances shall information in one



Bidder's Bid be disclosed to another Bidder, except for information that is publicly disclosed during the Bid opening.

2. Except for the opening of Technical Proposals specified in Section 20, the opening of Financial Proposals specified in Section 24, clarification of Bids specified in Section 21, and contract negotiations specified in Section 29 of this Chapter, no Bidder shall contact the Procuring Entity regarding their Bid or any matters related to the Bid until the contract award decision is publicly announced.

### **Section 29. Contract Negotiations**

1. Contract negotiations shall be based on the following:

- a) Bid evaluation report;
- b) The Bid and any clarifying documents (if any) provided by the Bidder;
- c) The Bidding Documents.

2. The negotiation period will be specified in the **BDS**.

3. Principles of contract negotiations:

- a) Negotiations will not be conducted for any aspect of the Bid that complies with the Bidding Documents;
- b) During negotiations, the Bidder must not change the personnel proposed in the Bid, except in cases where the Bid evaluation takes longer than expected or due to force majeure, preventing key personnel from participating in the contract. In this case, the Bidder may propose replacements, provided that the replacement personnel have qualifications, experience, and skills equivalent to or higher than the originally proposed personnel, and the Bidder may not alter the bid price.

4. The content of contract negotiations includes:

- a) The tasks and detailed scope of work to be performed by the Bidder;
- b) Technology transfer and training (if applicable);
- c) Work plans and personnel arrangements;
- d) Schedule;
- e) Resolving changes in personnel (if applicable);
- f) Work conditions;
- g) Negotiations on the consultancy costs based on the requirements of the contract and actual conditions, including the determination of taxes to be paid by the Bidder according to Vietnamese tax law (if applicable), the method of tax payment (whether the Bidder pays taxes directly or the Employer withholds an amount equivalent to the tax value for payment on behalf of the Bidder), and related tax issues to be specified in the contract;
- h) Negotiating any unclear or insufficient details in the Bidding Documents or Bid, leading to disputes or affecting the responsibilities of the parties during contract implementation;
- i) Negotiations on issues arising during the Bidder selection process (if any) to finalize the details of the contract;
- j) Negotiating other necessary issues.

5. During contract negotiations, the parties will finalize the draft contract, the Terms and Conditions of Contract, and any annexes.

6. If the Bidder fails to attend the scheduled negotiations as specified in Clause 2 of this Section, or if negotiations are unsuccessful, the Procuring Entity shall report to the Employer to consider inviting



the next ranked Bidder for negotiations. If negotiations with the next ranked Bidder are also unsuccessful, the Procuring Entity will report to the Employer to decide whether to cancel the tender.

## **E. AWARD OF CONTRACT**

### **Section 30. Conditions for Consideration and Recommendation for Award**

A Bidder will be considered for award when the following conditions are met:

1. The Bid is valid;
2. The technical proposal meets the requirements;
3. The bid price, after corrections, adjustments, and discounts (if any), is the lowest in the case of the lowest price method; the highest technical score in the case of the fixed-price method and technical-based method; the highest combined score in the case of a combination of technical and price evaluation;
4. The proposed award price does not exceed the approved contract value.

### **Section 31. Procuring Entity's Right to Recommend Acceptance, Rejection, or Cancellation of the Tender**

The Procuring Entity has the right to recommend the acceptance, rejection of the Bid, or cancellation of the tender based on compliance with the BSR's Procurement Regulations and applicable guidelines.

### **Section 32. Notification of Bid Results**

1. Within 5 working days, the Procuring Entity will send a written notification of the Bid results to the participating Bidders via post, fax, or email and publish the award results on the BSR's D-Procure Portal.
2. In case of tender cancellation, the Procuring Entity will clearly state the reasons for the cancellation in the notification of award results, including:
  - a) All Bids failed to meet the requirements of the Bidding Documents;
  - b) Changes in objectives or scope that result in alterations to the work volume or evaluation criteria as outlined in the Bidding Documents;
  - c) Failure to comply with the BSR Procurement Regulations, leading to the selected Bidder not meeting the requirements to perform the contract;
  - d) The Bidder has engaged in prohibited actions as per Article 69 of the BSR Procurement Regulations;
  - e) A third party, not a Bidder, engaged in prohibited actions as per Article 69 of the BSR Procurement Regulations, leading to a distortion in the selection results;
  - f) Cancellation occurs from the issuance of the Bidding Documents until the signing of the Contract/Framework Agreement.

### **Section 33. Finalization and Signing of the Contract**

The finalization and signing of the contract will proceed as follows:

1. The contract finalization for signing will be based on the following:
  - a) The draft contract;
  - b) Any details that need to be finalized between the Procuring Entity and the successful Bidder;
  - c) The approved Bidder selection results;
  - d) The contract negotiation minutes;
  - e) The contents in the Bid and any clarifying documents (if any) submitted by the successful Bidder;



f) Requirements outlined in the Bidding Documents.

2. After receiving the award notification, within the time period specified in the **BDS**, the successful Bidder must submit a document accepting the finalization and signing of the contract. In the case of a joint venture, the contract must be signed by all members of the joint venture. If the Procuring Entity does not receive the acceptance or if the Bidder refuses to finalize and sign the contract within the specified period, the Procuring Entity shall report to the Employer to reconsider the decision and invite the next ranked Bidder for contract negotiations as outlined in Section 29 of this Chapter. If needed, the Procuring Entity may request the Bidder to extend the validity of the Bid.

3. If the successful Bidder refuses to finalize and sign the contract without valid reasons, the Procuring Entity will publish the information about the Bidder's violation on the National E-Procurement System for future reference by other employers and procuring entities in assessing the Bidder's credibility.

4. Once the contract is finalized, the Employer and the successful Bidder will sign the contract.

### **Section 34. Bidder's Complaints**

If a Bidder believes that its legitimate rights and interests have been affected during the tender process, the Bidder has the right to lodge a complaint regarding any issues during the bidder selection process and the results of the selection. The Procuring Entity will address the complaint in accordance with Article 71 of the BSR Procurement Regulations.

### **Section 35. Handling Violations in Tendering**

Organizations or individuals violating the provisions of the BSR Procurement Regulations will be dealt with according to Article 70 of the BSR Procurement Regulations, based on the severity of the violation.

### **Section 36. Monitoring and Supervising the Bidder Selection Process**

If the Bidder identifies any actions or content that do not comply with the BSR Procurement Regulations, the Bidder is responsible for reporting the issue to the monitoring organization or individual as specified in the **BDS**.



## Chapter II

### BID DATA SHEET

The Bid Data Sheet includes the detailed contents of the procurement package according to the corresponding sections in Chapter I (Bidding procedure requirements). In case of any discrepancies with the corresponding contents in Chapter I, the contents of this Chapter shall prevail.

Section	Clause	Contents
1	1	<ul style="list-style-type: none"><li>- Tender Name: Consulting service to conduct a pre-feasibility study on the application of thermal storage battery (TES) solutions to recover waste heat, reduce energy costs and support sustainable development goals at Dung Quat Refinery, as per Purchase Requisition No. 1100003822/716/ĐH-NCPT.</li><li>- Project Name or Procurement Plan: Consulting service to conduct a pre-feasibility study on the application of thermal storage battery (TES) solutions to recover waste heat, reduce energy costs and support sustainable development goals at Dung Quat Refinery, as per Purchase Requisition No. 1100003822/716/ĐH-NCPT.</li><li>- Procuring Entity Name: Binh Son Refining &amp; Petrochemical Joint Stock Company.</li><li>- Main Scope of Work: As detailed Scope of Work in Part Four.</li></ul>
	2	Contract Implementation Period: <b>120 days</b> from the Kick-off Meeting (KOM) date.
	3	Funding sources: Science and Technology Development Fund of BSR's Budget for Year 2025.
3	2	The Bidder must be legally and financially independent from the following contractors: not applicable.
5	1	Method of Bid Evaluation: Combined Method (Technical and Price)
	2	<ul style="list-style-type: none"><li>- Address of Procuring Entity:<ul style="list-style-type: none"><li>▪ Company : Binh Son Refining &amp; Petrochemical Joint Stock Company – Dung Quat Refinery</li><li>▪ Address : Van Tuong Commune, Quang Ngai Province, Viet Nam</li><li>▪ Telephone : 84-255-3825 825</li><li>▪ Fax : 84-255-3825 826</li></ul></li><li>- Deadline for submitting requests for clarifications: <b>05 working days</b> before bid closing date.</li></ul>
6	3	Amendments to the Bidding Documents will be sent by the Procuring Entity to all Bidders who have received the Bidding Documents or submitted Bids before the bid closing date, <b>at least 10 working days</b> prior to the closing date.
7	2	a) Eligibility of Preferences: not applicable.



Section	Clause	Contents
		b) Calculation method of Preferences: not applicable.
8		Language: English.
9	1	Other documents (if any)
10	1	Documents to prove the eligibility of the authorized representative: Power of Attorney/ Letter of Authorization, Appointment Decision, Company Charter/ Articles of Incorporation, Business Registration Certificate, and the ID/ Passport of the Authorized Signatory.
11	1	Bid Price: The Bid Price must include all costs for risk factors and potential price escalations during contract execution.
	5	Analysis of remunerations for consultants: not required
	6	Procurement Package Execution Costs: not applicable.
12		<p>Currency for the Bid: <b>Vietnamese Dong (VND), or US Dollar (USD), or Euro (EUR).</b></p> <p><i>[- Costs incurred within Vietnam in association with the execution of the Procurement Package shall be quoted in VND;</i></p> <p><i>- Costs incurred outside Vietnam in association with the execution of the Procurement Package shall be quoted in USD, or EUR, or VND;</i></p> <p><i>- All Bid Prices shall be converted to VND for the purpose of financial evaluation and ranking, using the selling exchange rate published by Vietcombank as of the bid opening date].</i></p>
13	1	<p>Documents proving the Bidder's eligibility:</p> <ul style="list-style-type: none"> <li>- Certified true copy of Certificate of Business registration or Certificate of Incorporate, etc which is validated, and aligned with legal, international practices or equivalent validated documents.</li> <li>- Quality management system ISO 9001:2015, occupational health and safety ISO 45001:2018 or equivalent.</li> </ul>
	2	<p>b) Other documents proving the Bidder's qualifications and experience:</p> <p>The Bidder must submit <b>Financial Statements for the latest three (03) fiscal years up to the bid closing date, together with certified true copies of one of the following documents:</b></p> <ul style="list-style-type: none"> <li>- Tax settlement record for the latest three (03) fiscal years up to the bid closing date;</li> <li>- Tax declaration form with confirmation from the tax authority, or electronic tax declaration with supporting documents showing compliance with tax obligations;</li> </ul>



Section	Clause	Contents
		<ul style="list-style-type: none"> <li>- A written confirmation from the tax authority (confirming full-year payment) regarding the fulfillment of tax obligations for the latest three (03) fiscal years up to the bid closing date;</li> <li>- Audited Financial Statements for the latest three (03) fiscal years up to the bid closing date.</li> </ul>
14	1	Bid Validity Period (for both Technical and Financial Proposals) is <b>150 days</b> from the bid closing date.
15	1	<p>Number of Copies of the Bid to Submit:</p> <ul style="list-style-type: none"> <li>- 01 original; and</li> <li>- 02 copies.</li> </ul> <p>In addition to the copies above, the Bidder must include:</p> <ul style="list-style-type: none"> <li>- 01 USB drive containing a scanned copy of the complete Technical Proposal,</li> <li>- 01 USB drive containing a scanned copy of the complete Financial Proposal, and an Excel file with the price schedule.</li> </ul>
16	1	<p>Presentation of Information on the Bid Envelope (Technical and Financial Proposals): The Bidder must clearly indicate the following information on the bid envelope:</p> <p><i>To : Binh Son Refining &amp; Petrochemical Joint Stock Company - Dung Quat Refinery</i></p> <p><i>Attention : Document Reception</i></p> <p><i>Address : Van Tuong Commune, Quang Ngai Province, Vietnam.</i></p> <p><b><i>Tender Name: Consulting service to conduct a pre-feasibility study on the application of thermal storage battery (TES) solutions to recover waste heat, reduce energy costs and support sustainable development goals at Dung Quat Refinery, as per Purchase Requisition No. 1100003822/716/DH-NCPT.</i></b></p> <p><b><i>CONFIDENTIAL DO NOT OPEN BEFORE .....h.... on ...../...../2025.</i></b></p> <p><i>[For modified Bids (Technical and Financial Proposals), add the line "Amended Tender (Technical Proposal, Financial Proposal)".]</i></p>
17	1	Bid Closing Time (Vietnam Time): .....h..... on ...../...../2025.
20	1	<p>The opening of the Technical Proposal will be conducted publicly at .....h.....on ...../...../2025 at the following venue:</p> <p>Binh Son Refining &amp; Petrochemical Joint Stock Company - Dung Quat Refinery Van Tuong Commune, Quang Ngai Province, Vietnam.</p>
21	3	The period for the Bidder to submit clarification documents to the Procuring Entity is: <b>03 days</b> from the bid closing date.



Section	Clause	Contents
22	1	b) Appendices, documents attached to the Technical Proposal: <i>[Specify any additional requirements based on the scale and nature of the package concerning the validity of the Technical Proposal].</i>
25	3	Tax Policy: All taxes and duties, both within and outside of Viet Nam, including Personal Income Tax of the Bidder's personnel during their assignment in Viet Nam, shall be deemed included in the Bid Price.
		Bidder ranked first: <b>The Bidder with the highest combined score</b>
29	2	The Bidder must attend contract negotiations no later than <b>07 days</b> from the date of receiving the invitation to negotiate the contract.
33	2	The Bidder must submit the acceptance letter for contract finalization within a maximum of <b>20 days</b> from the date of receiving the award notification.
36		Address for the individual or organization involved in monitoring and supervising the process: not applicable



## Chapter III

### BID VALIDITY AND EVALUATION CRITERIA

#### Section 1. Validity of the Bid

1. The Bidder's Technical Proposal shall be considered valid if it complies with all of the following requirements:

No.	Evaluation Criteria	Comply	Not Comply	Remark
1.	An original Technical Proposal <b>or</b> one submitted via BSR's D-Procure System is available.			
2.	The Bid Form included in the Technical Proposal is signed by the Bidder's legal representative and stamped (if applicable); the signing date must be after the issuance date of the Bidding Documents. For Joint Ventures, the Bid Form must be signed and stamped (if applicable) by the legal representative of each JV member or by the authorized JV member designated to sign the Bid Form on behalf of the JV, as specified in the JV Agreement.			
3.	The validity period of the Technical Proposal complies with the requirements of the Bidding Document.			
4.	The Bidder is not listed in two or more Bids as an independent Bidder or as a member of a Joint Venture.			
5.	A valid Joint Venture Agreement is included (if any). The agreement must clearly define the specific scope of work and estimated value to be undertaken by each JV member.			
6.	The Bidder satisfies the eligibility requirements as prescribed in Section 2, Chapter I of the Bidding Documents.			
7.	Within three (03) years prior to the bid closing date, the Bidder must not have had personnel (employed under contract with the Bidder at the time of violation) convicted by a court for serious violations of bidding regulations under applicable criminal laws, with the intention of securing contract award. <b>(The Bidder must attach a written commitment/document with the Bid.)</b>			
	<b>Conclusion</b>			



2. The Bidder's Financial Proposal shall be considered valid if it complies with all of the following requirements:

No.	Evaluation Criteria	Comply	Not Comply	Remark
1.	An original Financial Proposal <b>or</b> one submitted via BSR's D-Procure System is available.			
2.	The Bid Form included in the Financial Proposal is signed by the Bidder's legal representative and stamped (if applicable); the signing date must be after the issuance date of the Bidding Documents. For Joint Ventures, the Bid Form must be signed and stamped (if applicable) by the legal representative of each JV member or by the authorized JV member designated to sign the Bid Form on behalf of the JV, as specified in the JV Agreement.			
3.	The Bid Price stated in the Bid Form must be clear, fixed, written in both figures and words, and must be consistent and logical with the total bid price indicated in the Summary Price Schedule. Multiple prices or conditional terms unfavorable to the Employer or Procuring Entity are not allowed.			
4.	The validity period of the Financial Proposal complies with the requirements.			
5.	The Bidder must quote for the entire scope of work as required in the Bidding Documents.			
	<b>Conclusion</b>			



## Section 2. Bid Evaluation Criteria

### 1. Technical Evaluation Criteria

a) Each Technical Proposal shall be evaluated using a scoring system with a maximum of 100 points, as detailed in the table below.

b) A Bidder shall be considered to have submitted a technically satisfactory Technical Proposal if all of the following conditions are met:

- Score for the “Solution and Methodology” criterion:  $\geq 21.0$  points
- Score for the “Key Employees” criterion:  $\geq 35.0$  points
- Total Technical Score:  $\geq 80.0$  points.

No.	Criterion	Maximum score	Detailed score scale	Minimum required score
<b>1.</b>	<b>Bidder’s qualifications and experience</b>	<b><u>20.0</u></b>		<b><u>Not applicable</u></b>
<b>1.1</b>	<p><i>Number of similar contract successfully completed within the last five (05) years prior to the bid closing date.</i></p> <p>Definition of similar contracts:</p> <ul style="list-style-type: none"> <li>- Contracts related to Pre-FS/FS/FEED/EPC projects at industrial plants for one of the following cases: <ul style="list-style-type: none"> <li>▪ Projects related to Thermal Energy Storage systems (molten salt, hot water, ice, steam accumulator, etc.), or</li> <li>▪ Projects related to Energy Storage Technology (thermal, battery, hydrogen storage...), applied to petrochemical refineries or industrial plants, or</li> <li>▪ Energy optimization projects, utilizing waste heat to save energy, reduce CO<sub>2</sub> emissions in the refining industry applied to petrochemical refineries or industrial plants.</li> </ul> </li> <li>- Value of contracts: <ul style="list-style-type: none"> <li>▪ At least 01 contract worth at least 85,000 USD, or</li> <li>▪ Multiple similar contracts with total value <math>\geq 85,000</math> USD.</li> </ul> </li> </ul>	<b>20.0</b>		
	<i>&gt; 4 contracts</i>		<i>20.0</i>	
	<i>4 contracts</i>		<i>18.0</i>	



No.	Criterion	Maximum score	Detailed score scale	Minimum required score
	<i>3 contracts</i>		<i>16.0</i>	
	<i>2 contracts</i>		<i>14.0</i>	
	<i>&lt;2 contracts</i>		<i>0</i>	
<b>2.</b>	<b>Solution and methodology</b>	<b><u>30.0</u></b>		<b><u>21.0</u></b>
<b>2.1</b>	<b><i>Understanding of the study objectives</i></b>	<b><i>1.0</i></b>		
	<i>Information described in the Form No. 6 showing the bidder's comprehensive understanding of the study objectives</i>		<i>1.0</i>	
	<i>Between: interpolation</i>		<i>0 - 1.0</i>	
<b>2.2</b>	<b><i>Understanding of the scope of study</i></b>	<b><i>1.0</i></b>		
	<i>Information described in the Form No. 6 showing the bidder's comprehensive understanding of the scope of study mentioned in terms of reference</i>		<i>1.0</i>	
	<i>Between: interpolation</i>		<i>0 - 1.0</i>	
<b>2.3</b>	<b><i>Approach and methodology</i></b>	<b><i>10.0</i></b>		
2.3.1	The technical proposal consists of tasks to complete the scope of study mentioned in terms of reference. The tasks are divided into specific work items in a complete and logical way with specific tasks given to each of the consultants.	8.0		
2.3.2	The proposal clearly shows how to properly perform the tasks.	2.0		
<b>2.4</b>	<b><i>Ideas for improvement</i></b>	<b><i>1.0</i></b>		
	The bidder has idea(s) to perform the tasks better in order to improve the STUDY's efficiency.			
	<i>≥ 1 idea</i>		<i>1.0</i>	
	<i>0 idea</i>		<i>0</i>	
<b>2.5</b>	<b><i>Presentation of the proposal</i></b>	<b><i>2.0</i></b>		



No.	Criterion	Maximum score	Detailed score scale	Minimum required score
	<i>The structure and presentation of the proposal is reasonable, easy to follow and complete.</i>		2.0	
	<i>Between: interpolation</i>		0 – 2.0	
<b>2.6</b>	<b><i>Execution plan</i></b>	<b>10.0</b>		
2.6.1	Total duration in Work schedule (Form No. 9)	8.0		
	<110		8	
	110-115		7.5	
	116-120		7.0	
	> 120 days		0	
2.6.2	The Work schedule (Form No. 9) includes all tasks and specific work items which are specified in the approach and methodology.	1.0		
2.6.3	The execution plan is consistent with the methodology and work progress as well as requirements of study duration.	0.5		
2.6.4	There are tables that describe the task performance plan and reporting schedule.	0.5		
<b>2.7</b>	<b><i>Employee arrangement</i></b>	<b>5.0</b>		
2.7.1	There is an organizational chart of the key employees.	1.0		
2.7.2	Employee arrangement (Form No. 7) is fully consistent with the proposed tasks and execution plan.	2.0		
2.7.3	Task/work assignments for key employees are consistent with personal experience and qualification	2.0		
<b>3.</b>	<b>Key Employees <sup>(*)</sup></b>	<b><u>50.0</u></b>		<b><u>35.0</u></b>
<b>3.1</b>	<b><i>Chief consultant</i></b>	<b>20.0</b>		
3.1.1	Qualifications	4.0		
	<i>Professor, PhD, Master's degree, or equivalent degree in <b>Electrical Engineering, Energy, Mechanical Engineering, Thermal Power,</b></i>		4.0	



No.	Criterion	Maximum score	Detailed score scale	Minimum required score
	<b><i>Petrochemical Engineering, or other related engineering disciplines.</i></b>			
	<i>Engineer/bachelor's degree in Electrical Engineering, Energy, Mechanical Engineering, Thermal Power, Petrochemical Engineering, or other related engineering disciplines.</i>		3.2	
	<i>Having NO engineer, bachelor's degree or higher in Electrical Engineering, Energy, Mechanical Engineering, Thermal Power, Petrochemical Engineering, or other related engineering disciplines.</i>		0	
3.1.2	Experience in consulting on the design, modification, revamping, and/or upgrading of heavy-industry plants (oil and gas, chemicals, power, etc.).	6.0		
	<i>≥ 10 years</i>		6.0	
	<i>7 to less than 10 years</i>		5.4	
	<i>5 to less than 7 years</i>		4.8	
	<i>&lt; 5 years</i>		0	
3.1.3	Experience serving as chief consultant or in an equivalent/higher position on projects for the design, modification, revamping, and/or upgrading of heavy-industry plants (oil & gas, chemicals, power, etc.) that implement thermal energy storage and/or heat-recovery systems.	10.0		
	<i>≥ 3 projects</i>		10.0	
	<i>2 projects</i>		9.0	
	<i>1 project</i>		8.0	
	<i>0 project</i>		0	
<b>3.2</b>	<b><i>Process Engineering Lead</i></b>	<b>15.0</b>		
3.2.1	Qualifications	3.0		
	<i>Professor, PhD, Master's degree, or equivalent degree in specialized engineering adequate to role &amp; responsibility assigned by the Bidder to perform the STUDY.</i>		3.0	



No.	Criterion	Maximum score	Detailed score scale	Minimum required score
	<i>Engineer/bachelor's degree in specialized engineering adequate to role &amp; responsibility assigned by the Bidder to perform the STUDY.</i>		2.4	
	<i>Having NO engineer/bachelor's degree in specialized engineering adequate to role &amp; responsibility assigned by the Bidder to perform the STUDY.</i>		0	
3.2.2	Experience in consulting on the design, modification, revamping, and/or upgrading of heavy-industry plants (oil and gas, chemicals, power, etc.).	5.0		
	≥ 10 years		5.0	
	7 to less than 10 years		4.5	
	5 to less than 7 years		4.0	
	< 5 years		0	
3.2.3	Experience in projects adequate to role & responsibility assigned by the Bidder to perform the STUDY.	7.0		
	≥ 3 projects		7.0	
	2 projects		6.3	
	1 project		5.6	
	0 project		0	
3.3	<b>Leader of other disciplines (such as Mechanical, Electrical, Thermal, Construction/Structure, Piping, Measurement &amp; Control, HSE, Cost Estimation, ... (**))</b>	<b>15.0</b>		
3.3.1	Qualifications	3.0		
	<i>Professor, PhD, Master's degree, or equivalent degree in specialized engineering adequate to role &amp; responsibility assigned by the Bidder to perform the STUDY.</i>		3.0	
	<i>Engineer/bachelor's degree in specialized engineering adequate to role &amp; responsibility assigned by the Bidder to perform the STUDY.</i>		2.4	



No.	Criterion	Maximum score	Detailed score scale	Minimum required score
	<i>Having NO engineer/bachelor's degree in specialized engineering adequate to role &amp; responsibility assigned by the Bidder to perform the STUDY.</i>		0	
3.3.2	Experience in consulting on the design, modification, revamping, and/or upgrading of heavy-industry plants (oil and gas, chemicals, power, etc.).	5.0		
	<i>≥ 10 years</i>		5.0	
	<i>7 to less than 10 years</i>		4.5	
	<i>5 to less than 7 years</i>		4.0	
	<i>&lt; 5 years</i>		0	
3.3.3	Experience in projects adequate to role & responsibility assigned by the Bidder to perform the STUDY.	7.0		
	<i>≥ 3 projects</i>		7.0	
	<i>2 projects</i>		6.3	
	<i>1 project</i>		5.6	
	<i>0 project</i>		0	
<b>Total score</b>		<b><u>100.0</u></b>		

**Notes:**

- (\*): Key employees, as outlined in Section 3 of the table, must have employment contracts with the Bidder. If any key employees are not under the direct management of the Bidder, a detailed explanation must be provided.
- (\*\*): The evaluation score for “Leader of other disciplines (such as *Mechanical, Electrical, Thermal, Construction/Structure, Piping, Measurement & Control, HSE, Cost Estimation, ...* (\*\*)) will be the average score of all relevant employees listed in Form No.7 of Part Two – List of Participating Consultants, excluding the positions of Chief Consultant and Process Engineering Lead.

**2. Financial evaluation: Combined Method (Technical and Price)**

- Determination of Pricing Score:

Pricing Score shall be calculated on a scale of 100 points using the following formula:



$$\text{Pricing Score}_{\text{in consideration}} = \frac{P_{\text{lowest}} \times 100}{P_{\text{in consideration}}}$$

Where:

- + Pricing score<sub>in consideration</sub>: The pricing score of the Financial Proposal under consideration;
- + P<sub>lowest</sub>: The lowest bid price among all technically qualified Bidders, after correction of errors, adjustment for discrepancies, and deduction of any discounts (if applicable).
- + P<sub>in consideration</sub>: The bid price under consideration, after correction of errors, adjustment for discrepancies, and deduction of any discounts (if applicable).
- Overall evaluation criteria:

The Combined score is calculated as follows:

$$\text{Combined score}_{\text{in consideration}} = T \times \text{Technical score}_{\text{in consideration}} + P \times \text{Pricing score}_{\text{in consideration}}$$

Where:

- + Technical score<sub>in consideration</sub>: The score determined during the technical evaluation phase;
- + Pricing score<sub>in consideration</sub>: The score determined during the pricing evaluation phase;
- + T: The weight of the technical score in the combined scoring system, which accounts for **70%**;
- + P: The weight of the pricing score in the combined scoring system, which accounts for **30%**;
- + T + P = 100%;
- Determination of the combined score with preferences (if applicable).



## Part Two

### TECHNICAL PROPOSAL FORMS

The Bidder shall prepare the Technical Proposal, which includes the following contents:

No.	Contents	Form	Notes
1	Bid form	Form No. 1	
2	Letter of Authorization/Power of Attorney	Form No. 2	Applicable only if the Bidder's legal representative is authorized for bidding
3	Joint Venture Agreement	Form No. 3	Applicable only if the Bidder is participating as a Joint Venture.
4	Organizational Structure and Experience of the Bidder	Form No. 4	
5	Suggestions (if any) for improving the Terms of Reference	Form No. 5	Applicable if the Bidder provides suggestions for improving the Terms of Reference.
6	Solutions and Methodology proposed by the Bidder for performing the Consulting Services	Form No. 6	
7	List of Consultants involved in performing the Consulting Services	Form No. 7	
8	Curriculum Vitae of the Consultant	Form No. 8	
9	Work Schedule	Form No. 9	



**Form No. 1**

**BID FORM<sup>(1)</sup>**  
**(Technical Proposal)**

*[Location and date]*

**To:** \_\_\_\_\_ *[Insert name of the Procuring Entity]*

(hereinafter referred to as the Procuring Entity)

After reviewing the Bidding Documents (including any amendments to the Bidding Documents, if applicable), we, \_\_\_\_\_ *[Insert name of the Bidder]*, hereby commit to provide consulting services \_\_\_\_\_ *[Insert scope of consulting services]* in full compliance with the requirements of the Bidding Documents. The contract duration is \_\_\_\_\_ *[Insert the time frame for completion of all work as per the Bidding Documents, in line with the technical proposal]<sup>(2)</sup>*. Our bid consists of this Technical Proposal and a separately sealed Financial Proposal.

We hereby confirm that:

1. We are submitting only one bid in this tender as the primary Bidder.
2. We are not in the process of liquidation; we are not declared bankrupt or in a state of insolvency under the law.
3. We are not in violation of the regulations regarding fair competition in the bidding process.
4. The information provided in our bid is truthful, and we have not engaged in any form of corruption, bribery, or collusion related to this tender.
5. We will not change the personnel proposed in our bid for the validity period of \_\_\_\_\_ days *[Insert number of days]<sup>(3)</sup>*, starting from \_\_\_\_\_ *[Insert date of the bid closing]<sup>(4)</sup>*.

**Legal Representative of the Bidder<sup>(5)</sup>**

*[Insert name, position, signature, and company seal (if applicable)]<sup>(6)</sup>*

Notes:

- (1) The Bidder is required to provide complete and accurate information about the name of the Procuring Entity, Bidder, and the bid validity period, signed and sealed (if applicable) by the Bidder's legal representative.
- (2) The contract completion time mentioned in the bid form (under the Technical Proposal) must match the technical proposal and the work schedule in Form No. 9 of this Part.
- (3) The bid validity period is calculated from the bid closing date until the last valid day as specified in the Bidding Documents. From the time of bid closure until the end of 24 hours on the bid closing day, it is considered one day.
- (4) Insert the bid closing date as specified in Clause 17.1 of the **BDS**.
- (5) If the Bidder's legal representative authorizes a subordinate to sign the bid form, a Letter of Authorization/Power of Attorney according to Form No. 2 of this Part must be submitted. If the company's charter or other related documents assign responsibility to a subordinate to sign the bid form, these documents should be submitted (no need for a Letter of Authorization/Power of Attorney in Form No. 2 of this Chapter). If the Bidder is awarded the contract, the Bidder must provide the Procuring Entity with a notarized copy of these documents before signing the contract. If the initial information submitted is found to be inaccurate, the Bidder will be considered fraudulent and will be subject to penalties as outlined in Section 35 Chapter I of the Bidding Documents.
- (6) If the foreign Bidder does not have a company seal, they must provide confirmation from an authorized entity stating that the signature on the bid form and other documents in the bid is from the Bidder's legal representative.



**Form No. 2**

**LETTER OF AUTHORIZATION/POWER OF ATTORNEY<sup>(1)</sup>**

Today, on the \_\_\_ day of \_\_\_\_\_, 20, at \_\_\_\_\_

I, \_\_\_\_\_ [*Insert full name, ID/passport number, and title of the legal representative of the Bidder*], acting as the legal representative of \_\_\_\_\_ [*Insert name of the Bidder*], whose registered address is \_\_\_\_\_ [*Insert address of the Bidder*], do hereby authorize \_\_\_\_\_ [*Insert full name, ID/passport number, and title of the authorized person*] to perform the following tasks on behalf of the Bidder during the tender process for the package titled \_\_\_\_\_ [*Insert name of the package*], under the project \_\_\_\_\_ [*Insert name of the procurement package*], organized by \_\_\_\_\_ [*Insert name of the Procuring Entity*]:

*[- Sign the Bid Form;*

*Sign the Joint Venture Agreement;*

*Sign documents and correspond with the Procuring Entity during the bidding process, including requests for clarification of the Bidding Documents and responses to clarifications of the Bid; sign amendments, replacements, or withdrawal of the Bid;*

*Participate in contract negotiations;*

*Participate in contract finalization;*

*Sign complaints, if any;*

*Sign the contract with the Employer, if awarded.]<sup>(2)</sup>*

The above-authorized person shall act strictly within the scope of this Letter of Authorization/Power of Attorney as the legal representative of \_\_\_\_\_ [*Insert name of the Bidder*]. I, \_\_\_\_\_ [*Insert name of the Bidder's legal representative*], shall take full responsibility for all actions performed by \_\_\_\_\_ [*Insert name of the authorized person*] within the scope of this authorization.

This Letter of Authorization/Power of Attorney shall be effective from \_\_\_ [*Insert effective date*] to \_\_\_ [*Insert expiration date*]<sup>(3)</sup>. This document is made in \_\_\_ copies of equal legal validity, of which the principal retains \_\_\_ copies and the authorized person retains \_\_\_ copies.

**Authorized person**

*[Insert name, position, signature, and seal (if any)]*

**Authorizer**

*[Insert name, position, signature, and seal of Legal Representative of the Bidder]*

**Notes:**

(1) In case of authorization, the original Letter of Authorization/Power of Attorney must be submitted together with the Bid Form as prescribed in Section 10, Chapter I. The legal representative of the Bidder may authorize a deputy, subordinate, branch director, or head of the representative office of the Bidder to perform one or more of the tasks listed above. The seal used in such cases may be that of the Bidder or of the unit to which the authorized person belongs. The authorized person is not permitted to re-authorize any of the powers granted.

(2) The scope of authorization may include one or more of the tasks listed.

(3) The effective and expiration dates of the Letter of Authorization/Power of Attorney must be consistent with the duration of participation in the tender process.



**Form No. 3**

**JOINT VENTURE AGREEMENT<sup>(1)</sup>**

\_\_\_\_\_, on the \_\_\_ day of \_\_\_\_\_, 20

Procurement Package: \_\_\_\_\_ [Insert name of the procurement package]

Project: \_\_\_\_\_ [Insert name of the project]

Based on the Bidding Documents for the package \_\_\_\_\_ [Insert name of the procurement package] dated \_\_\_ month \_\_\_ year \_\_\_ [Date in the Bidding Documents];

We, the representatives of the parties signing this Joint Venture Agreement, which are as follows:

**Name of Joint Venture Member:** \_\_\_\_\_ [Insert name of each joint venture member]

Representative: \_\_\_\_\_

Position: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Account: \_\_\_\_\_

Tax Code: \_\_\_\_\_

Letter of Authorization/Power of Attorney No. \_\_\_\_\_ dated \_\_\_ month \_\_\_ year \_\_\_\_\_ (if applicable).

The parties (hereinafter referred to as the "Members") agree to enter into this Joint Venture Agreement with the following terms:

**Article 1. General Principles**

1. The Members voluntarily form this joint venture to participate in the tender for the consulting services package \_\_\_\_\_ [Insert name of the procurement package] under the project \_\_\_\_\_ [Insert name of the project].

2. The Members agree on the name of the joint venture for all transactions related to the tender: \_\_\_\_\_ [Insert name of the joint venture].

3. The Members commit that no Member shall independently participate or form a joint venture with another party to take part in this tender. If awarded the contract, no Member shall refuse to perform the responsibilities and obligations specified in the contract. In case a Member refuses to fulfill its own responsibilities as agreed, that Member will be handled as follows:

- Compensate other Members in the joint venture for the damages incurred;
- Compensate the Employer for damages in accordance with the terms of the contract;
- Other penalties \_\_\_\_\_ [Specify any other penalties, if applicable].

**Article 2. Allocation of Responsibilities**



The Members agree to share the common and specific responsibilities to execute the procurement package \_\_\_\_ [*Insert name of the procurement package*] under the project \_\_\_\_ [*Insert name of the project*], as detailed below:

### 1. Lead Member of the Joint Venture

The parties agree to appoint \_\_\_\_ [*Insert name of the party*] as the Lead Member of the Joint Venture, who will represent the joint venture for the following tasks:

*[- Sign the Bid Form;*

*- Sign documents and correspond with the Procuring Entity during the tender process, including requests for clarification of the Bidding Documents and explanations or clarifications of the Bid;*

*- Participate in contract negotiations;*

*- Participate in the contract finalization process;*

*- Sign complaints, if any;*

*- Other tasks, excluding contract signing \_\_\_\_ [*Specify other tasks, if applicable*].]*

2. The Members of the joint venture agree to allocate responsibilities as follows<sup>(2)</sup>:

No.	Name	Tasks	Proportion of Total Bid Price
1	<i>Name of Lead member</i>	- ____ - ____	- ____% - ____%
2	<i>Name of Second member</i>	- ____ - ____	- ____% - ____%
...	...	...	...
<b>Total</b>		<b>All tasks of the Package</b>	<b>100%</b>

### Article 3. Validity of the Joint Venture Agreement

1. This Joint Venture Agreement is effective from the date of signing.

2. This Agreement will terminate in the following cases:

- The Members have completed their responsibilities and obligations and proceeded with the contract termination;

- The Members mutually agree to terminate;

- The joint venture is not awarded the contract;

- The tender for the package \_\_\_\_ [*Insert name of the procurement package*] under the project \_\_\_\_ [*Insert name of the project*] is canceled according to the notification from the Procuring Entity.

This Joint Venture Agreement is made in \_\_\_\_ copies, each party retains \_\_\_\_ copies, and all copies have equal legal validity.

#### LEGAL REPRESENTATIVE OF LEAD MEMBER<sup>(3)</sup>

*[Full name, position, signature, and seal]*

#### LEGAL REPRESENTATIVES OF JOINT VENTURE MEMBERS<sup>(4)</sup>

*[Full name, position, signature, and seal of each member]*



Notes:

- (1) The scope of authorization includes one or more of the tasks listed above.
- (2) The Bidder must specify the exact tasks and corresponding estimated values that each member of the joint venture will perform, including the general responsibilities and the specific responsibilities of each member, including the lead member of the joint venture.
- (3) The legal representative of the lead member of the joint venture may be the legal representative or an authorized person delegated by the legal representative.
- (4) The legal representative of the joint venture member may be the legal representative or an authorized person delegated by the legal representative.



**Form No. 4**

**ORGANIZATIONAL STRUCTURE AND EXPERIENCE OF THE BIDDER**

**A. Bidder's Organization Structure**

*[Provide a brief description of the bidder's formation and organization (in the case of a joint venture, describe the organization of each joint venture member). Describe the number of specialized consultants employed by the bidder under long-term or indefinite contracts and specify the years of experience of each consultant.]*

**B. Bidder's Experience**

The consulting services packages similar to those being tendered, which the bidder has completed within the last *[Number of years]* years.

The bidder shall use the table below to list each similar consulting service that the bidder has performed (whether as an independent contractor, joint venture partner, or subcontractor) for similar services required in this procurement package.

Project Name	
Location	
Client Name	
Procurement Package Name	
Contract Value (in the case of a joint venture, specify the value of services performed by the bidder)	
Bidder's Role (specify whether as an independent bidder, joint venture partner, or subcontractor)	
Contract Duration (from _____ to _____ )	
Actual Execution Period (from _____ to _____; If there was any delay in contract execution, specify the reason)	
Summary of Specific Tasks Performed under the Contract	

The bidder must provide copies of relevant documents and materials as supporting evidence.



**Form No. 5**

**SUGGESTIONS (IF ANY) FOR IMPROVING THE TERMS OF REFERENCES**

*[The Bidder shall present any proposed amendments or additions to the Terms of Reference for better implementation of the contract.]*

Proposed amendments and additions to the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.



**Form No. 6**

**SOLUTIONS AND METHODOLOGY PROPOSED FOR PERFORMING THE  
CONSULTING SERVICES**

*The technical proposal (including charts) prepared by the Bidder includes but is not limited to the following parts:*

**1. Overview and study objectives:**

*[Describe in alignment with the introduction and main objectives of the study as outlined in Part Four].*

**2. Scope of study:**

*[Provide a detailed description in line with the scope of the study as specified in Part Four].*

**3. Technical approach & study methodology:**

*[Explain the Bidder's understanding of the study objectives, the approach to addressing the scope of study, the methodologies to be used in carrying out the study, and the expected results. Describe the issues to be tackled, their significance, and the technical approaches that will be employed to resolve them. Additionally, outline the proposed methodologies and demonstrate how they align with the approaches specified in the proposal].*

**4. Study plan:**

*[Provide a detailed proposal for the key activities of the assignment, including their content, duration, sequencing, interrelations, milestones (including interim approvals by the Employer), and deadlines for delivering reports. The study plan should align with the scope of the study and the technical approach and study methodology, indicating the Bidder's understanding and ability to translate these into an actionable, feasible plan. The study plan must also correspond with the work schedule outlined in Form No. 9, Part Two].*

**5. Organizational structure and personnel:**

*[Propose the organizational structure and composition of the study team. List the main disciplines required for the assignment, specify the roles and responsibilities of key personnel, and include a summary of the technical and support staff that will be involved]*

**6. Final results:**

*[Propose the deliverables as required in the Part Four].*



**LIST OF CONSULTANTS INVOLVED IN PERFORMING THE CONSULTING SERVICES**

No.	Name	Nationality	Position in the contract	Working location	Workload (person/month)					Total workload (in months)
					Work item 1 (1)	Work item 2 (2)	... <sup>1</sup> (n)	In office <sup>2</sup>	On site <sup>3</sup>	
<b>I. Key employees of the Bidder<sup>4</sup></b>										
1	[Example: Mr. Nguyen Van A]	[Vietnam]	[Chief consultant]	[In office]	[2.0 months]	[1.0 month]				
				[On site]	[0.5 month]	[2.5 months]				
2										
...										
<b>II. II. Key employees mobilized by the Bidder</b>										
1				[In office]	[2.0 months]	[1.0 month]				
				[On site]	[0.5 month]	[2.5 months]				
2										
							<b>Total (I + II)</b>			
<b>III. Other employees</b>										
1				[In office]						
				[On site]						
2										
...										
							<b>Total (III)</b>			
							<b>Total</b>			

<sup>1</sup> List the tasks to be performed based on the format provided in Form No. 9 of this section.

<sup>2</sup> This column shows the total labor hours for each personnel working at the company (calculated as the sum of columns (1) + (2) + ... + (n)).

<sup>3</sup> This column shows the total labor hours for each personnel working on-site (at the project location) (calculated as the sum of columns (1) + (2) + ... + (n)).

<sup>4</sup> Key employees must have long-term or indefinite contracts with the Bidder. If key employees not managed by the Bidder are used, this must be declared in Section II, with an explanation provided.



**Form No. 8****CURRICULUM VITAE OF CONSULTANT**

Proposed position: \_\_\_\_\_

Bidder's name: \_\_\_\_\_

Consultant's name: \_\_\_\_\_ Nationality: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of birth: \_\_\_\_\_

Employer: \_\_\_\_\_

Work experience:

Period	Employer	Reference contact	Position
From _____ to _____	...	<i>[Include name, phone number, email of reference person for verification]</i>	....

Proposed duties in the contract:

Detailed description of proposed duties:	Describe relevant past experience performing similar tasks to demonstrate the expert's capability to carry out the assigned duties
<i>[insert the tasks assigned to the consultant in Form No. 9]</i>	
...	

Qualifications:

*[Describe in detail the expert's experience and training relevant to the proposed scope of work. The description should specify tasks performed in each project, and provide names/addresses of the Employer or Procuring Entity].*

Education:

*[Specify relevant degrees, awarding institutions, study periods, and type/class of degrees]*

Foreign language:

Contact: *[name, phone number, email address of the contract]*

I hereby declare that the information provided above is truthful to the best of my knowledge and I am legally responsible for such information.



*[Location and date]*  
**Signature of Declarant**  
*[signature, position, full name]*

Notes:

- Each consultant listed in Form No. 7 must submit this CV form.
- The Bidder shall attach a copy of the employment contract; copies of relevant degrees and professional certificates of the above-mentioned consultants.



**Form No. 9**

**WORK SCHEDULE**

No.	Task <sup>(1)</sup>	Month <sup>(2)</sup>							
		1	2	3	4	5	...	n	Total
<b>1</b>	<i>[Example: Task 1:</i>								
	<i>1) Collect information</i>								
	<i>2) Draft report</i>								
	<i>3) Make preliminary report</i>								
	<i>4) Collect opinions</i>								
	<i>5)...</i>								
	<i>6) Make final report]</i>								
<b>2</b>	<i>[Example: Task 2: ...]</i>								
...									
<b>n</b>									

Notes:

- (1) List all work items. For each item, specify the schedule for completing the corresponding tasks.
- (2) The duration of each specific task shall be illustrated in a chart. Where necessary, the Bidder may provide notes or explanations to clarify the chart.



## Part Three

### FINANCIAL PROPOSAL FORMS

The Bidder shall prepare the Financial Proposal based on the Technical Proposal and in compliance with the requirements and provisions set forth in the Bidding Documents, including the following contents:

No.	Content	Form	Notes
1	Bid Form (Financial Proposal)	Form No. 10A	Applicable where the Bidder does not offer any discount or provides a separate discount letter.
2	Bid Form (Financial Proposal) with Discount	Form No. 10B	Applicable where the Bidder offers a direct discount in the Bid Form.
3	Cost Summary	Form No. 11	
4	Remunerations for Consultants	Form No. 12A	
5	Other Expenses for Consultants	Form No. 13	Applicable where costs other than remuneration for consultants are included.



**BID FORM**  
**(Financial Proposal)**

\_\_\_\_\_, [day] \_\_\_\_ [month] \_\_\_\_ [year] \_\_\_\_\_

To: \_\_\_\_\_ *[Insert name of the Procuring Entity]*

After having examined the Bidding Documents (including any amendments, if applicable), we, \_\_\_\_\_ *[Insert name of the Bidder]*, hereby commit to providing the consulting services of \_\_\_\_\_ *[Insert the scope of consulting services]* in accordance with the requirements of the Bidding Documents.

Together with our Technical Proposal, we hereby submit our Financial Proposal for a total amount of \_\_\_\_\_ *[Insert the amount in figures, in words, and in the bid currency]*<sup>1</sup>, with a validity period of \_\_\_\_\_ days *[Insert number of days consistent with the Technical Proposal validity period]*, from \_\_\_\_ [day] \_\_\_\_ [month] \_\_\_\_ [year] *[Insert the bid closing date]*.

**Legal Representative of the Bidder<sup>2</sup>**  
*[Insert name, title, signature, and seal (if any)]<sup>3</sup>*

Notes:

- (1) In case the Bidding Documents allow quotations in multiple currencies, the Bidder must specify clearly the amount in figures and in words for each currency quoted. The bid price stated in the Bid Form must be specific and fixed, written in both figures and words, and must be consistent and logical with the total bid price indicated in the Cost Summary Table. The Bidder shall not propose multiple bid prices or submit conditional terms that are unfavorable to the Employer or Procuring Entity.
- (2) If the legal representative of the Bidder authorizes a subordinate to sign the Bid Form, a Power of Attorney must be enclosed using the form provided in Form No. 2 of Part Two. In cases where the company's charter or other relevant documents assign authority to the subordinate to sign the Bid Form, certified copies of such documents must be attached (a Power of Attorney per Form No. 2 is not required in this case). If awarded the contract, before signing, the Bidder must submit authenticated copies of these documents to the Employer. If it is discovered that the initially declared information was inaccurate, the Bidder shall be deemed to have committed fraud and shall be subject to penalties in accordance with Section 35, Chapter I of the Bidding Documents.
- (3) In case the foreign Bidder does not have a company seal, a confirmation from a competent authority must be provided, certifying that the signature on the Bid Form and other documents in the Bid is that of the Bidder's legally authorized representative.



**BID FORM**

(Financial Proposal)

\_\_\_\_\_, dated \_\_\_\_ [day] \_\_\_\_ [month] \_\_\_\_ [year]

To: \_\_\_\_\_ [*Insert name of the Procuring Entity*]

After having carefully examined the Bidding Documents (including any amendments, if applicable), we, \_\_\_\_\_ [*Insert name of the Bidder*], hereby commit to providing the consulting services of \_\_\_\_\_ [*Insert scope of consulting services*] in accordance with the requirements of the Bidding Documents.

Together with our Technical Proposal, we hereby submit our Financial Proposal for a total amount of \_\_\_\_\_ [*Insert the amount in figures, in words, and in the bid currency*]<sup>1</sup>.

Additionally, we voluntarily offer a discount in the amount of \_\_\_\_\_ [*Insert discount value in figures, in words, and currency*].<sup>2</sup>

The bid price after subtracting the discount is: \_\_\_\_\_ [*Insert discounted price in figures, in words, and currency*].

This Financial Proposal shall remain valid for a period of \_\_\_\_\_ days [*Insert number of days consistent with the validity period of the Technical Proposal*], from \_\_\_\_\_ [*Insert the bid closing date*].

**Legal Representative of the Bidder<sup>3</sup>**

[*Insert name, title, signature, and seal (if any)*]<sup>4</sup>]

Notes:

(1) In case the Bidding Documents allow quotations in multiple currencies, the Bidder must specify clearly the amount in figures and in words for each currency quoted. The bid price stated in the Bid Form must be specific and fixed, written in both figures and words, and must be consistent and logical with the total bid price indicated in the Cost Summary Table. The Bidder shall not propose multiple bid prices or submit conditional terms that are unfavorable to the Employer or Procuring Entity.

(2) Specify whether the discount applies to the entire package or to one or more specific items or tasks (clearly indicate the items or tasks subject to the discount).

(3) If the legal representative of the Bidder authorizes a subordinate to sign the Bid Form, a Power of Attorney must be enclosed using the form provided in Form No. 2 of Part Two. In cases where the company's charter or other relevant documents assign authority to the subordinate to sign the Bid Form, certified copies of such documents must be attached (a Power of Attorney per Form No. 2 is not required in this case). If awarded the contract, before signing, the Bidder must submit authenticated copies of these documents to the Employer. If it is discovered that the initially declared information was inaccurate, the Bidder shall be deemed to have committed fraud and shall be subject to penalties in accordance with Section 35, Chapter I of the Bidding Documents.

(4) In case the foreign Bidder does not have a company seal, a confirmation from a competent authority must be provided, certifying that the signature on the Bid Form and other documents in the Bid is that of the Bidder's legally authorized representative.



**COST SUMMARY**

*Currency: USD*

<b>Item</b>	<b>Cost</b>
Remunerations for consultants	
Other expenses (in addition to remunerations)	
Taxes	
<b>Total cost</b>	



**REMUNERATIONS FOR CONSULTANTS**

*Currency: USD*

No.	Full name	Position in the contract	Working location	Remuneration/person/month (1)	Duration (months) (2)	Remuneration = (1) x (2)		Total <sup>1</sup>
<b>I</b>		<b>Key employees</b>						
1			[In office]					
			[On site]					
2								
<b>II</b>		<b>Other employees</b>						
1			[In office]					
			[On site]					
2								
<b>Total</b>								

Notes:

(1) Equal to the total remuneration for consultants at both work locations: home office and field site.



## OTHER EXPENSES FOR CONSULTANTS

Currency: USD

No.	Description	Unit	Cost/unit (1)	Quantity (2)	Cost = (1) x (2)
1	[Business trip allowance]	[days]			
2	[International flights]	[flights]			
3	[Communications expenses]				
4	[Equipment, documents, etc.]				
5	[Domestic travel expenses]				
6	[Office rental, secretarial support]				
7	[Training for the Employer's personnel]				
<b>Total cost</b>					



## Part Four

### TERMS OF REFERENCES

#### I. OBJECTIVE OF STUDY

This pre-feasibility study aims to evaluate the potential application of Thermal Energy Storage (TES) solutions at Dung Quat Refinery. The study will focus on assessing the potential to recover waste heat from existing process units and technological streams, store it in the form of thermal energy, and reuse it to meet heat and power demands within the refinery. The objectives are to optimize energy efficiency, reduce operating costs, improve overall energy performance, lower fuel consumption, and mitigate greenhouse gas emissions, thereby contributing to the refinery's sustainable development goals. The report will deliver a comprehensive assessment of technical, economic, environmental, and regulatory aspects to support investment decision-making and to guide the roadmap for project implementation in subsequent phases.

#### II. SCOPE OF STUDY

The research content focuses on studying, analyzing, evaluating the feasibility, economic efficiency and proposing a plan for installing and connecting a thermal storage battery system (TES) to the existing system at Dung Quat Refinery to save energy. The main research tasks include but are not limited to the following contents:

##### 1. Project Objectives

- Define the reasons, necessity, and context for implementing the project.
- Define specific objectives in terms of economics, technology, environment, and social impact.

##### 2. Review of Implementation Basis

- Analyze legal requirements and related regulations.
- Identify national and international technical standards that need to be followed.
- List similar or reference projects and the technology solutions used.
- Gather and summarize input from licensors of existing technologies and equipment (if applicable).

##### 3. Survey and Assessment of Existing Technology

- Evaluate the current systems and equipment at the refinery, especially the electrical-steam section (Thermal power plant).
- Analysis of fuel, energy balance and operating situation after implementing the upgrade/expansion project.
- Identify technical constraints and limitations in the current state.
- Analyze the production and the consumption of electricity, steam, and fuel at the refinery before and after the implementation of the Upgrade and Expansion Project.
- Review and assessment of existing systems and technologies at Dung Quat Refinery that generate waste heat (e.g., CDU, RFCC, NHT, HCU, COB), while also surveying waste heat sources that can be recovered for the application of Thermal Energy Storage (TES) technology under both current operating conditions and after the implementation of the Refinery Upgrade and Expansion Project.
- Evaluate the potential of using TES technology to recover waste heat at Dung Quat Refinery, store it as thermal energy in batteries, and reuse it for thermal or power generation needs in the refinery.
- Identify technical constraints and limitations in the current state.



#### **4. Propose Technological Solutions**

- Review and compare TES solutions such as graphite blocks, molten salts, ceramics,...
- Select the most suitable TES solution based on technical criteria such as equipment configuration, operating mode, storage material, storage duration, heat loss level, and environmental considerations.
- Analyze the possibility of integrating and applying the solution into the current system.
- Propose optimal options for applying TES technology.

#### **5. Assessment of Technical and Infrastructure Feasibility**

- Assess the compatibility of TES technology with existing infrastructure, including electrical systems, technology, and auxiliary systems.
- Analyze energy balance after applying TES technology.
- Propose design diagrams and technology descriptions.
- Propose:
  - + Design Basis;
  - + Process Description;
  - + Mass, energy Balance;
  - + Plant adequacy check;
  - + Equipment Assessment;
  - + Sized Equipment List;
  - + Plot Plan;
  - + Process BFDs;
  - + Marked up PFDs;
  - + Technical specifications for equipment.
- Assess operational scenarios in emergency conditions to ensure system reliability.

#### **6. Economic Efficiency Analysis**

- Prepare an investment cost estimate for implementing TES technology following AACE guidelines (equivalent to Class 4 per AACE).
- Calculate CAPEX/OPEX, payback period, NPV, IRR, CO<sub>2</sub> reduction.

#### **7. Risk Assessment and Mitigation**

- Identify technical, operational, safety, and legal risks.
- Propose mitigation measures and ensure compliance with standards.

#### **8. Propose an Implementation Roadmap**

- Develop and propose a detailed project implementation plan that clearly defines execution phases and key milestones, as well as outlines a phased deployment approach. The plan may incorporate pilot testing activities to evaluate feasibility and effectiveness prior to full-scale implementation.
- Recommend subsequent steps such as feasibility studies, technical design, etc.

#### **9. Service Quality Commitment**

- Guarantee the quality of technical services, including performance and reliability of the proposed solution.
- Consultant responsibility during coordination and supervision with the investor.

#### **10. Research Report**

- A comprehensive pre-feasibility study report structured according to standard guidelines, covering all aspects from section II.1 to II.9.



## **11. Project Timeline**

- Timeline and work milestones will follow the schedule outlined in BDs.
- The investor (BSR) will allocate personnel to collaborate and attend technical meetings, review milestones at the contractor's design center (if applicable).

## **12. Transfer Documents**

Including, but not limited to:

- Pre-feasibility study report (hard and soft copies) of the project applying TES solutions to recover waste heat, reduce energy costs, and support sustainable development goals at Dung Quat Oil Refinery.
- Simulation data, calculations, and technical reference documents.
- Confirmation letters from technology and equipment suppliers (if applicable).
- Transfer documents including 02 original sets and 01 USB 64GB 3.0 drive containing scanned documents in native format, including explanatory reports and summaries of all content defined within the scope of work.
- Other records according to internal procedure BSR (BSR-MNT-PRO-029).



## Part Five

### CONTRACT AND CONTRACT FORMS

#### Chapter IV

#### CONTRACT

As per the attached Draft Contract Agreement

#### Chapter IV

#### CONTRACT FORMS

This Chapter includes the forms which, upon completion with all required information, shall constitute integral parts of the Contract, including:

- Form No. 14. Notification of Contract Award.
- Form No. 15. Performance Security: **not applicable.**
- Form No. 16. Advance Payment Guarantee: **not applicable.**



**NOTIFICATION OF CONTRACT AWARD**

\_\_\_\_, dated \_\_\_\_ [day] \_\_\_\_ [month], \_\_\_\_ [year]

To: *[Insert name and address of the Winning Bidder, hereinafter referred to as “the Bidder”]*

Subject: Notification of Contract Award

Pursuant to Decision No. \_\_\_\_ dated \_\_\_\_ [day] \_\_\_\_ [month] \_\_\_\_ [year] issued by *[Insert name of the Procuring Entity, hereinafter referred to as “the Procuring Entity”]* on the approval of the bid evaluation result for the package: \_\_\_\_ *[Insert name and code of the package]*, the Procuring Entity hereby notifies that the Bidder *[Insert name of the Bidder]* has been awarded the contract to execute the package *[Insert name and code of the package. If the package is divided into lots, specify the lot name and code awarded to the Bidder]* at the contract award price of: \_\_\_\_ *[Insert contract award price per the approval decision]*, with a contract duration of: \_\_\_\_ *[Insert contract implementation period per the approval decision]*.

We kindly request the legal representative of the Bidder to proceed with finalizing and signing the contract with the Procuring Entity according to the following plan:

Contract finalization date: \_\_\_\_ *[Insert date and location for finalizing the contract]*;

Contract signing date: \_\_\_\_ *[Insert date and location for signing the contract]*;

Enclosed is the Draft Contract Agreement.

This document forms an integral part of the Contract. Upon receipt of this Notification, the Bidder must provide a written confirmation of acceptance to finalize and sign the contract. The Bidder must also confirm that its current capacity and qualifications remain unchanged. The Procuring Entity reserves the right to refuse finalization and contract signing if it determines that the Bidder’s current capacity no longer meets the requirements for contract execution.

If by \_\_\_\_ [day] \_\_\_\_ [month] \_\_\_\_ [year], the Bidder fails to finalize or sign the contract, or refuses to do so, the Bidder shall be disqualified.

**Legal Representative of the Procuring Entity**

*[Insert name, title, signature, and official seal]*

Attachment: Draft Contract Agreement including Contract Agreement and Appendices.



## Part Six

### ADJUSTED EVALUATION CRITERIA AND INSTRUCTIONS FOR ONLINE BID SUBMISSION

#### Chapter VI

#### ADJUSTED CRITERIA FOR VALIDITY CHECK AND EVALUATION OF BIDS SUBMITTED VIA THE D-PROCURE SYSTEM

No.	Direct Bid Submission	Online Bid Submission
1.	Inspect the consistency between the original copy and photocopies.	NOT APPLICABLE
2.	An original Bid is available.	An original Bid is available or a scanned copy of the Bid successfully submitted to BSR's D-Procure System prior to the bid closing time. Detailed instructions are provided in Chapter VII of the Bidding Documents.
3.	The Bid Form is signed by the Bidder's legal representative and stamped (if applicable) in accordance with the Bidding Documents. In the case of a Joint Venture, the Bid Form must be signed and stamped (if applicable) by the legal representative of each JV member, or by the lead member of the JV on behalf of the JV in accordance with the Joint Venture Agreement.	The Bid Form is signed by the Bidder's legal representative and stamped (if applicable) in accordance with the Bidding Documents. In the case of a Joint Venture, the Bid Form must be signed and stamped (if applicable) by the legal representative of each JV member, or by the lead member of the JV on behalf of the JV in accordance with the Joint Venture Agreement. For online submissions, the Bid Form must be a color scan bearing signature (which may be digitally signed if the Bidder uses digital signatures) and seal (if applicable), in accordance with the Bidding Documents. The Bidder shall provide the email address and phone number of the legal representative for the Evaluation Team to contact for verification.

Note: The remaining contents related to the validity check and evaluation of the Bid shall remain unchanged as applied for the direct submission method.



## Chapter VII

### INSTRUCTIONS FOR ONLINE SUBMISSION OF BIDS VIA THE BSR'S D-PROCURE SYSTEM

#### 1. General Instruction

BSR's bidding information is published on the Company's website at: <https://bsr.com.vn/vi/moi-thau>.

Bidders must complete the procedures to purchase the Bidding Documents and contact the designated BSR personnel to receive the BDs via email.

If, by the Bid Submission Deadline, the Bidder is unable to submit the Bid directly or by post, the Bidder may submit the Bid electronically via BSR's D-Procure system at: <https://dauthau.bsr.com.vn>.

The requirements for Bid preparation and the steps for electronic submission are as follows:

#### 2. Steps for Preparing the Bid for Submission via the BSR's D-Procure System

The Bidder shall prepare the Bid in accordance with the provisions and adjustments specified in Chapter VI - ADJUSTED CRITERIA FOR VALIDITY CHECK AND EVALUATION OF BIDS SUBMITTED VIA THE D-PROCURE SYSTEM.

Convert all Bid contents to \*.pdf format and apply read-only, non-editable protection settings, or digitally sign the Bid documents.

To facilitate evaluation, the Bidder must separate the proposal into individual \*.pdf files, properly numbered and labeled as follows:

- Bid Form and Price Schedule (\*)
- Discount Letter (if any) (\*\*)
- Eligibility Documents
- Technical Proposal
- Other relevant documents

*Note: For single-stage, two-envelope bidding, items (\*) and (\*\*) are considered part of the Financial Proposal. They must be compressed into a separate file and password-protected. The password must be disclosed to the BSR's Evaluation Team during the opening of Financial Proposals.*

Compress all Bid files into a \*.rar or \*.zip archive. The Bidder must set a Password to protect the archive. The password shall be provided to BSR's Evaluation Team at the time of bid opening (in person or online). Bidders are strongly encouraged to use a strong password (at least 8 characters, including uppercase and lowercase letters, numbers, and special characters).

#### Notes:

- *Bidders are fully responsible for securing the password and must only provide it to BSR at the time of bid opening. If the Bidder fails or is unable to provide the password at that time, the Bid will be deemed late.*

*The \*.rar or \*.zip file should be named using the following structure: [BidderName]-HSDD-[BSR Purchase Order No.]-[Procurement Dept. Code]. Example: ABCCompany-HSDD-1100003822-716-DH-NCPT.*



### 3. Steps for Submitting the Bid via the BSR's D-Procure System

Notify the designated BSR contact (responsible for Bidding Documents issuance) at least 48 working hours prior to the Bid Submission Deadline that the Bidder intends to submit the Bid electronically.

The designated contact will register the Bidder in the BSR's D-Procure System and the system will automatically generate login credentials (username and password) for submission via <https://dauthau.bsr.com.vn>.

Upon accessing the website via the link provided to the Bidder's email, the Bidder completes the bid submission. After successful submission, the system will automatically confirm via email.

#### Notes:

- *The Bidder is fully responsible for keeping the login credentials confidential (the Bidder may change the password after the initial login).*
- *The Bidder is fully responsible for keeping the file archive password confidential. This password must be provided to BSR at the time of bid opening. Failure to do so will result in the Bid being considered late.*



**Part Five. DRAFT CONTRACT**

**CONTRACT NO. ....-20.../HD/BSR-....**

**Between**

**BINH SON REFINING AND PETROCHEMICAL JOINT STOCK COMPANY**

**And**

**.....**

**FOR**

**CONSULTING SERVICES FOR “.....” AS PER THE SERVICE  
REQUEST NO. ....//...../ĐH-.....**



## TABLE OF CONTENTS

1	DEFINITIONS AND INTERPRETATION .....	5
2	CONTRACT DOCUMENTS.....	7
3	EFFECTIVE DATE AND COMPLETION OF SERVICES.....	8
4	OBLIGATIONS OF THE CONTRACTOR.....	9
5	OBLIGATIONS OF THE COMPANY.....	11
6	CONTRACTOR'S PERSONNEL .....	12
7	COMPANY'S REPRESENTATIVE(S) .....	14
8	CONTRACTOR'S REPRESENTATIVE(S).....	15
9	CONTRACT PRICE.....	16
10	PERFORMANCE BANK GUARANTEE, INVOICING AND PAYMENT .....	18
11	SUSPENSION OF SERVICES BY THE CONTRACTOR .....	19
12	SUSPENSION OR TERMINATION OF CONTRACT BY COMPANY .....	20
13	CHANGES OF SCOPE OF SERVICES .....	22
14	LIABILITY AND INDEMNITY .....	23
15	INSURANCE TO BE PROVIDED BY CONTRACTOR.....	25
16	REVIEW AND APPROVAL.....	26
17	REPORTS AND MEETINGS.....	27
18	TAXES.....	28
19	LIQUIDATION .....	29
20	FORCE MAJEURE .....	30
21	LIQUIDATED DAMAGES.....	32
22	ASSIGNMENT .....	33
23	SUB-CONTRACTOR(S).....	34
24	CONFIDENTIAL INFORMATION .....	35
25	TITLE AND USE.....	37
26	COMMUNICATION AND NOTICES .....	38
27	DISPUTE RESOLUTION AND APPLICABLE LAW .....	39
28	GENERAL PROVISIONS.....	40



## **APPENDICES**

APPENDIX 1	SCOPE OF SERVICES AND DELIVERABLES
APPENDIX 2	PROJECT SCHEDULE
APPENDIX 3	CONTRACT PRICE AND PAYMENT SCHEDULE
APPENDIX 4	CONTRACTOR'S PERSONNEL
APPENDIX 5	WORK COMPLETION ACCEPTANCE PROTOCOL
APPENDIX 6	FORM OF INVOICES
APPENDIX 7	APPROACH AND METHODOLOGY
APPENDIX 8	CONTRACT COMPLETION STATEMENT
APPENDIX 9	NONDISCLOSURE AGREEMENT



## TERMS AND CONDITIONS

### PREAMBLE

CONTRACT No. ....-20...../HD/BSR-...

Place: QUANG NGAI, VIET NAM

This Contract is concluded on the day of .....20...

By and between:

Binh Son Refining and Petrochemical Joint Stock Company (BSR), a company incorporated and existing under the laws of the Socialist Republic of Vietnam (“Vietnam”) and having its registered office at 208 Hung Vuong Avenue, Nghia Lo Ward, Quang Ngai Province, Vietnam, represented by Mr. ....- [Position] (*authorized under Decision No.....dated.....*).

Hereinafter called BSR referred to as “COMPANY”.

And:

... a company organized and existing under the laws of ....., having its registered office at ....., represented by Mr. .... – [Position] (*authorized/appointed by the Power of Attorney effective from.....*).

Together, hereinafter called ..... referred to as "CONTRACTOR"

**Whereas:** COMPANY desires that CONTRACTOR performs the "....." as specified in APPENDIX 1 – SCOPE OF SERVICES.

**Whereas:** The CONTRACTOR has agreed to perform the above SERVICES subject to the terms and conditions contained herein.

Now, therefore, for and in consideration of the mutual covenants and agreements hereinafter contained, it is hereby agreed by and between the PARTIES hereto as follows:



## **1 DEFINITIONS AND INTERPRETATION**

In this CONTRACT, the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

APPROVED or APPROVAL	Means approved or approval in writing.
BATTERY LIMITS	Means the defined extremities of CONTRACTOR's responsibilities and the points where its responsibilities interface with others.
WORK COMPLETION ACCEPTANCE PROTOCOL	Means the certificate to be issued by COMPANY pursuant to APPENDIX 5 – FORM OF WORK COMPLETION ACCEPTANCE PROTOCOL
CHANGE/VARIATION	Means a change to the SCOPE OF SERVICES (APPENDIX 1).
CONTRACTOR	Means .....
CONTRACTOR'S REPRESENTATIVE	CONTRACTOR shall assign an authorized person to act on behalf of CONTRACTOR during performance of the SERVICES.
CONTRACT	Means this CONTRACT including its Terms and Conditions together with its Appendices and Attachments.
CONTRACT PRICE	Means the sum payable by COMPANY to CONTRACTOR pursuant to Article 9 for the performance and completion of the SERVICES.
COMPANY	Means Binh Son Refining and Petrochemical Joint Stock Company, its successors and permitted assigns.
COMPANY'S REPRESENTATIVE	COMPANY shall assign an authorized person to act on behalf of COMPANY during performance of the SERVICES.
DAY/CALENDAR DAY	Means calendar day unless otherwise specified.
DOCUMENTS	Means all documents, drawings, calculations and technical information of the like nature provided by COMPANY to CONTRACTOR and/or by CONTRACTOR to COMPANY under the CONTRACT.
EFFECTIVE DATE OF THE CONTRACT	Means the date on which the CONTRACT becomes effective as described in Article 3.
PARTIES or PARTY	Means CONTRACTOR and/or COMPANY as the context requires.



PERSONNEL/ CONTRACTOR'S PERSONNEL	Means the persons to be provided by CONTRACTOR and/or its Sub-Contractor(s) for the purpose of performing the SERVICES.
SERVICES	Means the works to be performed by the CONTRACTOR in accordance with the CONTRACT and are stated in APPENDIX 1 - SCOPE OF SERVICES.
WORKING DAY	Means the day in which the office (where the whole or the part of SERVICES is performed) is open.

The headings, captions and titles of the Articles or of other parts of the CONTRACT are for convenient reference only and are not to be construed as limiting, extending or interpreting the meaning of the provisions of this CONTRACT.

The singular includes the plural; the masculine includes the feminine and vice versa where the context requires.

Words importing persons or PARTIES shall include firms and corporations and any organization having legal capability.

All references herein to Articles are references to Articles numbered in the terms and conditions of the CONTRACT and not to those in any other part of the CONTRACT unless stated otherwise.

Wherever in the CONTRACT, provision is made for the giving or issue of any notice, consent, approval, certificate or determination by any person, unless otherwise specified, such notice, consent, approval, certificate or determination shall be in writing and the words “notify”, “approve”, “certify”, or “determine” shall be construed accordingly.



## **2 CONTRACT DOCUMENTS**

2.1 The following documents shall form and be read and construed as integral parts of this CONTRACT, namely:

- Terms and Conditions of Contract
- Appendices:

APPENDIX 1 - SCOPE OF SERVICES AND DELIVERABLES

APPENDIX 2 - PROJECT SCHEDULE

APPENDIX 3 - CONTRACT PRICE AND PAYMENT SCHEDULE

APPENDIX 4 - CONTRACTOR'S PERSONNEL

APPENDIX 5 - WORK COMPLETION ACCEPTANCE PROTOCOL

APPENDIX 6 - FORM OF INVOICE

APPENDIX 7 - APPROACH AND METHODOLOGY

APPENDIX 8 - CONTRACT COMPLETION STATEMENT

2.2 The above documents constitute the entire agreement between the PARTIES and supersede all previous communications, representations, or agreements, either oral or written, between the PARTIES hereto with respect to the subject matter hereof.

2.3 The above several documents are to be taken as mutually explanatory of one-another. In the event that CONTRACTOR is in doubt about the interpretation of any document or notices any ambiguity or discrepancy, it shall immediately bring the same to the notice of COMPANY whose interpretation shall be an instruction to CONTRACTOR in accordance with the CONTRACT and shall be issued or confirmed in writing.

2.4 Any waiver or substitution of, exception, modification or additional to the conditions contained in the CONTRACT must be recorded by the issue of an Amendment to the CONTRACT and be signed by duly authorized representatives of the PARTIES hereto.

2.5 The priority of the CONTRACT documents shall be as follows:

- 1) Terms and Conditions of Contract; and
- 2) Appendices 1 to 8.



### **3 EFFECTIVE DATE AND COMPLETION OF SERVICES**

- 3.1 The CONTRACT shall become effective when it has been duly signed for and on behalf of COMPANY and the CONTRACTOR.
- 3.2 As soon as practical, but not later than 7 (seven) WORKING DAYs, after the EFFECTIVE DATE OF THE CONTRACT, both PARTIES shall hold the on-line Kick-off meeting (KOM) to start the SERVICES. In this meeting CONTRACTOR and COMPANY will:
  - a) Confirm the execution plan for the SERVICES and the list of deliverables; and
  - b) Discuss and review a schedule which indicates the time when each deliverable is to be initiated, reviewed and completed.
- 3.3 The CONTRACTOR shall commence SERVICES on the EFFECTIVE DATE and progress the SERVICES continuously and effectively to complete the SERVICES in strict compliance with the Project schedule as stipulated in APPENDIX 2 - PROJECT SCHEDULE.



#### **4 OBLIGATIONS OF THE CONTRACTOR**

CONTRACTOR shall be, in addition to its responsibilities defined elsewhere in the CONTRACT, responsible for:

- 4.1 The CONTRACTOR shall perform the SERVICES relating to the PROJECT in accordance with the SCOPE OF SERVICES as stated in APPENDIX 1 pursuant to the Terms and Conditions of this CONTRACT and in compliance with the Laws and Regulations of Vietnam and/or any other countries where any part of the SERVICES is performed.
- 4.2 The CONTRACTOR shall begin rendering SERVICES immediately after the KICK-OFF MEETING DATE in accordance with the PROJECT SCHEDULE as stated in APPENDIX 2.
- 4.3 The CONTRACTOR shall be responsible for obtaining all necessary licenses, permits, consents in respect of rendering the SERVICES or any parts thereof from time to time as required by the laws / regulations of Vietnam and / or other countries where any part of the SERVICES is performed.
- 4.4 The CONTRACTOR guarantees and is responsible for the sufficiency, accuracy and quality of the SERVICES in accordance with recognised professional standards in the refinery and petrochemical industry and the provisions of the CONTRACT.
- 4.5 The CONTRACTOR shall obtain and maintain the insurances to cover the risks indemnified by CONTRACTOR under Article 14 (LIABILITY AND INDEMNITY) and Article 15 (INSURANCE TO BE PROVIDED BY CONTRACTOR).
- 4.6 Should CONTRACTOR fail to perform the SERVICES in accordance with the standard set in Clause 4.4 and provided that COMPANY shall have given written notice thereof to the CONTRACTOR within twenty-four (24) months from the date of completion of the relevant SERVICES, then the CONTRACTOR shall re-perform any affected part of the SERVICES so as to correct the defect, such re-performance being at CONTRACTOR's expense. The foregoing shall be the CONTRACTOR's sole liability and COMPANY's exclusive remedy arising out of or in connection with defects in the SERVICES.
- 4.7 Subject to Article 13 and unless otherwise agreed in writing by COMPANY, the CONTRACTOR shall have no right to receive any additional cost except as provided for in the CONTRACT.
- 4.8 The CONTRACTOR is responsible for reasonable explanation and clarification of its own study result if required by the COMPANY's Feasibility Study contractor and/or FEED contractor who are on behalf of the COMPANY. The COMPANY shall notify names of the FEED contractor to the CONTRACTOR prior to explanation and clarification activities conducted. For the avoidance of doubt, COMPANY shall not be permitted to disclose the STUDY to any of competitors that license competing technology of COMPANY.
- 4.9 The CONTRACTOR is responsible at its own costs for obtaining all necessary import, export licenses and customs clearance of CONTRACTOR's



PERSONNEL, effects of any materials and equipment required for performing the SERVICES.

- 4.10 The CONTRACTOR shall provide for its PERSONNEL all necessary facilities such as computers, software, documents, standards and codes, etc. required to perform its obligation under the CONTRACT.



## **5 OBLIGATIONS OF THE COMPANY**

- 5.1 In addition to its responsibilities defined elsewhere in the CONTRACT, COMPANY shall provide DOCUMENTS, which is deemed appropriate by COMPANY, required for CONTRACTOR to perform the SERVICES. In performing its SERVICES hereunder and notwithstanding anything to the contrary contained herein, CONTRACTOR shall be entitled to rely on such data and information, including the COMPANY-provided design basis, furnished by COMPANY and CONTRACTOR assumes no responsibility as to the sufficiency or accuracy of such information or data.
- 5.2 When the SERVICES are to be carried out in Vietnam, COMPANY shall provide assistance at the CONTRACTOR for:
- a) Necessary entry visas, residence, work permits and any documents required for the CONTRACTOR's PERSONNEL;
  - b) Necessary licenses and permits required for the CONTRACTOR to perform its SERVICES in accordance with this CONTRACT;
  - c) Obtaining all import, export and customs clearance of CONTRACTOR's PERSONNEL, effects of equipment and material required for the performance of the SERVICES;
  - d) Access to any organizations for collections of information which may be required by the CONTRACTOR to perform the SERVICES.

Except as provided in Clause 5.1, in no case, the above stated assistance of COMPANY will release the CONTRACTOR from its responsibility and liability under the CONTRACT.



## **6 CONTRACTOR'S PERSONNEL**

- 6.1 The list of the key PERSONNEL, who will be engaged in the SERVICES, is attached as APPENDIX 4 – CONTRACTOR'S PERSONNEL of this CONTRACT.
- 6.2 CONTRACTOR shall employ and provide such qualified and experienced personnel as prescribed in APPENDIX 4 to carry out the SERVICES.
- 6.3 CONTRACTOR shall keep all key PERSONNEL unchanged all along the execution of the CONTRACT, except upon COMPANY's requirement or in case of disablement, death or substantial reason beyond CONTRACTOR's control. Any replacement shall be subject to COMPANY's APPROVAL, which shall not be unreasonable withheld, that is effected if and only if the substitute PERSONNEL hold the same or better skills than the outgoing ones and that the SERVICES are not interrupted.
- 6.4 Notwithstanding the prior acceptance, COMPANY shall be at liberty to object to and require CONTRACTOR to remove forthwith from the SERVICES any person provided by CONTRACTOR who, in the opinion of COMPANY, misconduct himself, or is incompetent or negligent in the proper performance of his duties or whose presence on CONTRACTOR's and/or COMPANY's office and such person shall not be again allowed upon the SERVICES without the consent of COMPANY. Any person so removed from the SERVICES shall be immediately replaced duly provided that this replaced PERSONNEL is acceptable to COMPANY.
- 6.5 All cost relating to such replacement shall be at CONTRACTOR's account. CONTRACTOR's team shall ensure the coverage of the replaced PERSONNEL's responsibility without additional cost to COMPANY until the substitute has resumed the work mentioned in Clause 6.3, 6.4 as the case may be.
- 6.6 CONTRACTOR shall report to COMPANY immediately any accidents, involving death of or injury to CONTRACTOR's PERSONNEL relating to the SERVICES or any other person, and any fire, explosion, or any other loss or damage to the SERVICES. CONTRACTOR shall also report without delay any such events to the authorities concerned in the form required by applicable laws.
- 6.7 CONTRACTOR is responsible for payment of PERSONNEL's wages and salaries and for any deduction and payment of all relevant local or national personnel taxes and duties as may be required to meet appropriate government requirements, and any other personnel taxes, including administrative costs. CONTRACTOR shall also be responsible for payment of traveling, accommodation, medical attention, holidays and sickness costs unless otherwise and specifically agreed to the CONTRACT.
- 6.8 During the execution of SERVICES, in case of working at COMPANY's premises CONTRACTOR's PERSONNEL shall be subject to all COMPANY's disciplinary, administrative and safety regulations and arrangements. Prior to CONTRACTOR working at COMPANY's premises, COMPANY shall provide CONTRACTOR with a copy of all COMPANY's disciplinary, administrative and safety regulations and arrangements for CONTRACTOR's review. COMPANY reserves the right to demand the immediate withdrawal of any CONTRACTOR's PERSONNEL with



written explanation for non-compliance with the foregoing at the COMPANY's sole judgment. Any CONTRACTOR's PERSONNEL so removed shall be replaced without delay at CONTRACTOR's expense by a competent substitute APPROVED by COMPANY.



## **7 COMPANY's REPRESENTATIVE(s)**

- 7.1 The COMPANY has the right to appoint its representative(s) to exercise the authority specified or necessarily to be implied in the CONTRACT, provided however that, such representative(s) is required to obtain the specified APPROVAL of the COMPANY before exercising any such authority. Particulars of such APPROVAL/authorization shall be duly informed in writing to the CONTRACTOR by the COMPANY.
- 7.2 The COMPANY REPRESENTATIVE(S) shall carry out such duties and exercise such authority as may be delegated to him by the COMPANY.
- 7.3 The COMPANY may, from time to time delegate to his representative(s) any of the duties and authorities vested by the COMPANY and the COMPANY may at any time, revoke such delegation. Any such delegation or revocation shall be in writing and shall not take effect until a copy thereof has been delivered to the CONTRACTOR.
- 7.4 Any communication given by the COMPANY's REPRESENTATIVE to the CONTRACTOR in accordance with such delegation shall have the same effect as through it has been given by the COMPANY provided that if the CONTRACTOR questions any communication of the COMPANY's REPRESENTATIVE he may refer the matter to the COMPANY, who shall confirm, reverse or vary the contents of such communication.
- 7.5 The COMPANY or COMPANY's REPRESENTATIVE may appoint any member or persons to assist in carrying out its duties. The COMPANY shall notify the CONTRACTOR in writing the names, duties and the scope of authority of such persons. Such assistants shall have no authority to issue any instructions to the CONTRACTOR unless prior written consent of the COMPANY is issued.
- 7.6 Instructions given to the CONTRACTOR by the COMPANY's REPRESENTATIVE shall be in writing with a copy to the COMPANY. In any case, the COMPANY's REPRESENTATIVE shall have no authority to relieve CONTRACTOR from any of his obligations under the COMPANY.



## **8 CONTRACTOR'S REPRESENTATIVE(S)**

- 8.1 CONTRACTOR shall appoint in writing, subject to APPROVAL of COMPANY, a CONTRACTOR's REPRESENTATIVE who will have full authority in all matter in connection with the execution of the CONTRACT.
- 8.2 CONTRACTOR's REPRESENTATIVE shall be authorized to receive on behalf of CONTRACTOR all directions and instructions in connection with SERVICES from COMPANY.
- 8.3 CONTRACTOR shall not change the above appointment without prior APPROVAL from COMPANY. Such APPROVAL shall not relieve CONTRACTOR from any of its responsibilities hereunder.



## **9 CONTRACT PRICE**

- 9.1 The COMPANY shall pay the CONTRACTOR for the performance and completion of the SERVICES to the COMPANY's satisfaction and in accordance with all respects to the provisions of the CONTRACT the amount of CONTRACT PRICE as set forth in APPENDIX 3 hereof.
- 9.2 The CONTRACT PRICE as mentioned above includes all SERVICES as described in APPENDIX 1 - SCOPE OF SERVICES AND DELIVERABLES. Neither the CONTRACTOR nor its PERSONNEL shall accept any trade commission, discount, allowance or indirect payment or other consideration in connection with or in relation to this CONTRACT or to discharge of its obligations under this CONTRACT. Unless otherwise mutually agreed in writing by the COMPANY and CONTRACTOR hereto, the CONTRACT PRICE and the Rates described in APPENDIX 3 shall not be subjected to any increase after the signatures by both PARTIES hereto and during PROJECT Schedule in APPENDIX 2 of the CONTRACT.
- 9.3 COMPANY is not liable for additional payment in respect of conditions and costs which CONTRACTOR, as an experienced CONTRACTOR in this nature, could or should have determined or foreseen.
- 9.4 The CONTRACT PRICE includes all necessary things, costs and expenses etc. required for CONTRACTOR to perform and complete the SERVICES and all of its obligations under this CONTRACT, including by way of example but in no way limited to:
- Cost and expenses for performance and completion of SERVICES provided by CONTRACTOR;
  - All labor costs, wages, salaries, overtime, bonus, traveling, housing, allowances, other payments, contributions, taxes, levies or expenses payable in respect of labor as applicable under and in accordance with Vietnamese law and law of other countries in which any part of the SERVICES may be performed and statute and national, local agreements with the trade unions;
  - Safety in compliance with Project safety regulations including health and welfare, insurance;
  - Head office and other offices and other overhead charges, supervision and profit as well as the contingent expenses, liabilities, obligations, responsibilities and risks arising out of the conditions of the CONTRACT;
  - Other costs including but not limited to finance charges, finance costs of non-chargeable staff, management, administration, secretarial services, telephone, telex, email and facsimile, courier service, word processing and computer facilities arising out of its offices at which the SERVICES are carried out;
  - All travel, subsistence and associated costs including but not limited to hotel accommodation, air travel, taxi, car hire, meals and the like for mobilization/demobilization and living at assignment locations;
  - Clinics, first aid posts;



- Normal working time, overtime, weekend, public holidays, statutory holidays and shift hours whether day or night;
- Requirement of all relevant statutory authorities;
- Insurance fees, internal, external courier services, costs of bond, bank Warranty, etc.;
- All taxes, levies, duties, fees applicable in Vietnam and other countries where the SERVICES are to be performed (except for VAT and CIT due to Tax Authority of Viet Nam shall be paid by COMPANY);
- Other costs incurred by CONTRACTOR in carrying out the SERVICES.

9.5 Notwithstanding the provisions stated herein CONTRACTOR undertakes to perform the CONTRACT. Any additional services which are not specifically mentioned herein but are requested by COMPANY shall be deemed a Variation and appropriate adjustment to the scope, remuneration and programme shall first be mutually agreed in writing prior to commencement of such additional services.

9.6 Except as otherwise provided herein, CONTRACTOR shall be deemed to have satisfied itself completely that its rates and/or prices are correct and sufficient to cover all its obligations and liabilities under the CONTRACT and all matters and thing necessary for the proper execution of the SERVICES. Except as otherwise provided herein, CONTRACTOR accordingly shall have no claim for extra payment on the grounds of a lack of knowledge, nor shall it be relieved or excused from any obligations and/or liabilities.



## **10 PERFORMANCE BANK GUARANTEE, INVOICING AND PAYMENT**

10.1 Provided always that CONTRACTOR shall perform its obligations under CONTRACT, COMPANY will pay CONTRACTOR, in the manner stated hereunder, actual payable amount within CONTRACT PRICE.

### 10.2 Performance Bank Guarantee

As soon as possible but not later than 14 (fourteen) calendar days after the EFFECTIVE DATE OF THE CONTRACT, CONTRACTOR shall open a Performance Bank Guarantee, as per template provided in APPENDIX 3, covering 5% (five percent) of the before VAT and CIT CONTRACT PRICE through the reputable bank, which shall be a domestic credit institution or a branch of foreign bank lawfully established under Vietnamese law.

All the expenses relating to the Performance Bank Guarantee shall be at the CONTRACTOR's account.

10.3 In consideration of the performance and completion of the SERVICES in accordance with the Schedule as described in APPENDIX 2 - PROJECT SCHEDULE to the satisfaction of the COMPANY, COMPANY shall pay to CONTRACTOR's own account as specified in the PAYMENT SCHEDULE set forth in APPENDIX 3 hereof.

10.4 In case of Variation in the SERVICES, CONTRACTOR shall quote a lump sum price which shall be agreed between the Parties prior to commencement of any additional services.

### 10.5 Invoicing:

10.5.1. The invoice issued by the CONTRACTOR shall always be submitted together with all necessary supporting documentation as specified in the PAYMENT SCHEDULE set forth in APPENDIX 3 hereof.

10.5.2. All invoices shall be rendered and paid in USD (US Dollar) as stipulated in APPENDIX 3.

10.5.3. Within 30 (thirty) calendar days of the date of receipt by the COMPANY of an invoice, the COMPANY shall assess the invoice and pay to the CONTRACTOR's own account of invoice amount.

10.5.4 The making of the payment by the COMPANY under this Article shall not constitute an admission by the COMPANY as to the performance by the CONTRACTOR of its obligations stipulated under the CONTRACT and that any SERVICES provided by the CONTRACTOR in accordance with the requirements of the CONTRACT.

10.5.5 All payments to CONTRACTOR will be made by direct telegraphic transfer to CONTRACTOR's account.

10.5.6 All invoices to the COMPANY, which complete with all agreed supporting documentation shall be sent to:

Binh Son Refining and Petrochemical Joint Stock Company.

Attn: Mr. ....

Fax: (84) 255 3825 826

Tel: (84) 255 3825 825



## **11 SUSPENSION OF SERVICES BY THE CONTRACTOR**

- 11.1 The CONTRACTOR shall within five (5) WORKING DAYS, of the written instructions given by COMPANY, suspend the progress of the SERVICES or any part thereof for such time and in such manner, as COMPANY may consider necessary. During such suspension, CONTRACTOR shall properly protect and secure the SERVICES or such part thereof so far as is necessary in the opinion of COMPANY.
- 11.2 Where the suspension by default not attributable to CONTRACTOR during the performance of the SERVICES, CONTRACTOR shall apply in writing to COMPANY and shall be entitled to additional actual costs and expenditure reasonably incurred due to the suspension, together with any extension to the schedule as stipulated in APPENDIX 2 – PROJECT SCHEDULE. However, if the CONTRACT is being suspended more than ninety (90) days, CONTRACTOR has the right to terminate the CONTRACT upon written notice to COMPANY without being penalized for early termination, COMPANY shall pay CONTRACTOR by way of full and final settlement for the portion of SERVICES performed up to the date of termination.
- 11.3 Where the suspension arises out of any default of CONTRACTOR, the CONTRACTOR shall not be entitled to an extension of time as stipulated in APPENDIX 2 – PROJECT SCHEDULE or to any additional cost and expenses.
- 11.4 If the progress of the SERVICES or any part thereof is suspended on the instruction of COMPANY and if permission to resume the SERVICES is not given by COMPANY within a period of thirty (30) DAYS from the day of suspension then, unless such suspension is not due to CONTRACTOR's default as stated in Article 24, CONTRACTOR may give notice to COMPANY requiring permission to proceed with the SERVICES or that part thereof in regard to which progress is suspended. COMPANY is responsible to advise CONTRACTOR within twenty-one (21) DAYS from the receipt thereof whether further suspension is required or not.
- 11.5 The CONTRACTOR may on thirty (30) DAYS prior written notice to COMPANY suspend further services if payments for invoices and supporting documents which have been properly submitted have become thirty (30) DAYS or more overdue.



## **12 SUSPENSION OR TERMINATION OF CONTRACT BY COMPANY**

- 12.1 COMPANY has the right to suspend all or part of the SERVICES or terminate the CONTRACT as follows:
- 12.1.1. The delay due to CONTRACTOR's faults in contractual time of completion of SERVICES exceeds thirty (30) DAYS against the stipulated dates stated in APPENDIX 2; or
  - 12.1.2. Force Majeure circumstances continues for more than ninety (90) DAYS as stated in Clause 20.7; or
  - 12.1.3. The Performance Bank Guarantee is not issued by CONTRACTOR within 14 (fourteen) CALENDAR DAYS after EFFECTIVE DATE OF THE CONTRACT; or
  - 12.1.4. CONTRACTOR commits a material breach of CONTRACT and fails to remedy such breach within sixty (30) WORKING DAYS after receipt of written notice from COMPANY.
- 12.2 Upon the termination of the CONTRACT, unless expressly provided for in Clause 12.5, COMPANY shall not be obliged to make any further payment to CONTRACTOR.
- 12.3 The COMPANY may without cause terminate the CONTRACT in whole or in part at any time by giving not less than fifteen (15) DAYS notice in writing to CONTRACTOR, and on expiry of such notice, the CONTRACT will be forthwith terminated, but without prejudice to the claims of any PARTY in respect of any antecedent breach thereof.
- 12.4 In the event of termination under Sub-clause 12.1.2 or under Clause 12.3, COMPANY shall pay CONTRACTOR by way of full and final settlement for the portion of SERVICES performed up to the date of termination.
- 12.5 In addition, where termination occurs under Clause 12.3, CONTRACTOR shall be entitled to be paid the amount of any prepayment made prior to the notice of termination, the price of any order for any SERVICES placed prior to the notice of termination that cannot be cancelled and the costs of demobilization, which have been properly and reasonably incurred by CONTRACTOR directly and unavoidably as result of such termination, but only insofar as CONTRACTOR shall have provided full and proper substantiation of such amounts and costs . Under no circumstances COMPANY shall be liable to CONTRACTOR for any loss of profit on the SERVICES or other consequential loss of any kind.
- 12.6 Where COMPANY terminates the CONTRACT in accordance with the terms of Clauses 12.1 or 12.3 hereof, CONTRACTOR shall with dispatch, comply with any instructions of COMPANY in respect of:
- i) The performance of any SERVICES required for the completion, protection and storage of the SERVICES performed;
  - ii) The delivery by CONTRACTOR of portions of the SERVICES that have been paid for up to the date of Termination;
  - iii) Any other matters arising out of the CONTRACT, which COMPANY decides are necessary or expedient.



Except the provision of Clause 11.4, in event that COMPANY instructs CONTRACTOR to perform further SERVICES pursuant to this Article, CONTRACTOR shall be paid for such SERVICES in accordance with the provisions of APPENDIX 3 - PRICE BREAKDOWN hereof.



### **13 CHANGES OF SCOPE OF SERVICES**

- 13.1 If requested by COMPANY in writing, CONTRACTOR shall submit proposals for altering the SERVICES.
- 13.2 If the SERVICES are impeded or delayed by COMPANY or its Contractor so as to increase the duration of the SERVICES:
- 13.2.1. The CONTRACTOR shall inform COMPANY of the circumstances and probable effect;
- 13.2.2. Both PARTIES shall mutually agree on the way forward. The time for completion of the SERVICE shall be extended accordingly.
- 13.2.3. After the end of PROJECT SCHEDULE - APPENDIX 2, both PARTIES shall mutually agree on the way forward to perform remaining Scope of Services in a new addendum to the CONTRACT to the satisfaction of both PARTIES
- 13.3 The CONTRACT PRICE will be changed by agreement between the PARTIES only in the following situations:
- 13.3.1. There is a change in the SCOPE OF SERVICES - APPENDIX 1, which is agreed by the PARTIES and may result in a change in CONTRACTOR's cost of providing the SERVICES, or
- 13.3.2. Such other situations as the PARTIES may agree.
- 13.4 A change in SERVICES as specified in Sub-clause 13.3.1 shall be initiated by COMPANY's issuance of a written Change Proposal to CONTRACTOR specifying the required changes. On receipt of such Change Proposal, the CONTRACTOR shall, without delay, advise COMPANY of the following, before proceeding with the CHANGE:
- 13.4.1. Any increase or decrease in the estimated cost of SERVICES resulting from such CHANGE, calculated in accordance with APPENDIX 3 - PRICE BREAKDOWN;
- 13.4.2. The effect, if any upon the PROJECT SCHEDULE -APPENDIX 2;
- 13.4.3. Any change in SERVICES will be valid only upon receipt by the CONTRACTOR of COMPANY's APPROVAL.
- 13.5 The payment schedule for the increased cost arising from any agreed CHANGE will be agreed at the time the CHANGE is APPROVED by COMPANY and the amount of each payment will be identified as a separate item in the appropriate invoices issued by CONTRACTOR to COMPANY pursuant to Article 10. For the avoidance of doubt, CONTRACTOR shall not be required to commence work on any CHANGE until the cost and schedule impact of such CHANGE is mutually agreed to by the Parties.



## **14 LIABILITY AND INDEMNITY**

14.1 CONTRACTOR hereby indemnifies and shall keep indemnified COMPANY and hold them harmless from and against any and all liabilities for:

- (a) Loss of or damage to equipment and/or the property of CONTRACTOR and/or its Sub-Contractor and/or its PERSONNEL;
- (b) Death, illness or injury to PERSONNEL;
- (c) Losses, damages, costs, expenses, claims, demand or cause of action arising out of, or in any way connected with Clause 14.1(a) and/or 14.1(b) above, however caused, including the negligence of and/or his respective employees or agents, and whether sole, concurrent or contributory;
- (d) Death, illness or injury to any third party or for loss of or damage to any third party's property and all losses, damages, costs, expenses, claims, demands or causes of action resulting there from, arising out of any act or omission on the part of CONTRACTOR and/or its Sub-Contractor and / or its PERSONNEL.

14.2 COMPANY hereby indemnifies and shall keep CONTRACTOR indemnified and hold CONTRACTOR harmless from and against any and all liabilities for.

- (a) Loss or damage to the property of COMPANY and/or the property of COMPANY's employees or agents;
- (b) Death, illness or injury to any employee or agent of COMPANY;
- (c) Losses, damages, costs, expenses, claims, demand or cause of action arising out of, or in any way connected with Clause 14.2 (a) and/or 14.2 (b) above, however caused, including the negligence of COMPANY and/or Sub-Contractor of the COMPANY and whether sole, concurrent or contributory;
- (d) Death, illness or injury to any third party or for loss of or damage to any third party's property and all losses, damages, costs, expenses, claims, demands or causes of action resulting there from, arising out of any act or omission on the part of COMPANY, COMPANY's contractors or its or its contractors PERSONNEL.

14.3 Each PARTY hereto shall bear all consequential or indirect losses (whether or not foreseeable at the date hereof) that it suffers, including by way of example, but not limited to, loss of profits or business interruption, any loss of use, loss of revenue, loss of contracts, loss of reputation, loss of production, loss of business opportunity and other like risks, and in each case whether direct or indirect; special, exemplary or consequential loss or damage whether or not foreseeable at the date of execution of this CONTRACT or at any time and whether under the express or implied terms of this CONTRACT or at law or in any other way and shall save the other PARTY harmless from any liability thereof.

14.4 Notwithstanding anything to the contrary contained in the CONTRACT, but excluding liability which cannot legally be limited under the governing law of this CONTRACT, CONTRACTOR's total cumulative liability to COMPANY arising out of or in relation to the performance of the CONTRACT, including but not limited to liability for, delay, default, rework or re-performance or replacement,



under any cause of action whether in contract, tort or otherwise at law shall not exceed a sum equivalent to 50% (50 percent) of CONTRACT PRICE paid to CONTRACTOR, above which sum COMPANY shall save, defend, indemnify and hold harmless CONTRACTOR regardless of cause and whether any such liability arises by reason of negligence or breach of duty (statutory or otherwise) on the part of CONTRACTOR.



## **15 INSURANCE TO BE PROVIDED BY CONTRACTOR**

- 15.1 CONTRACTOR shall effect and maintain with an insurance company having credit rating equivalent to or better than “A-VIII” by AM Best, insurance specifically required below and to fulfil any requirements of any Government or other appropriate bodies. In particular CONTRACTOR shall, at no additional expense to COMPANY, effect and maintain:
- 15.1.1. Comprehensive General Liability (Third Party) Insurance covering bodily injury and/or death and/or property damage against liability, loss, damage, claim, costs and expense as may be required by the applicable laws and regulations or under any statute with limit of liability of 1,000,000 United States Dollars per occurrence combined single limit and in the aggregate, in compliance with all applicable laws in Vietnam.
- 15.2 CONTRACTOR will provide COMPANY with 30 (thirty) DAYs notification of any material amendment in the required insurance policy.
- 15.3 CONTRACTOR shall within ten (10) DAYs after EFFECTIVE DATE OF THE CONTRACT, provide evidence of all insurance required herein, and shall provide certificates with respect to the policies, together with any other relevant documents COMPANY may reasonably require.
- 15.4 If CONTRACTOR fails upon request to produce to COMPANY satisfactory evidence that there is in force the insurance which CONTRACTOR is required to effect under the terms and conditions of the CONTRACT, then in any such case COMPANY may effect and maintain such insurance and pay such premium(s) as may be necessary for that purpose at CONTRACTOR's expense. Any amount paid by COMPANY for this purpose shall immediately become due and payable. COMPANY can deduct the amount so paid from any moneys due, or which may become due to CONTRACTOR, or recover the same as a debt from CONTRACTOR, by action at law or otherwise.
- 15.5 In the event that the insurance becomes renewable during the term of the CONTRACT, then CONTRACTOR shall submit to COMPANY, copies of the renewed insurance certificates, within fourteen (14) DAYs after such renewal is effective.
- 15.6 In so far as CONTRACTOR's insurance does not protect its Sub-Contractor(s), CONTRACTOR shall, at no additional expense to COMPANY, effect and maintain or cause Sub-Contractor to effect and maintain insurance adequate for the SERVICES such Sub-Contractor performs.



## **16 REVIEW AND APPROVAL**

Subject to Article 4, all DOCUMENTS prepared by CONTRACTOR under this CONTRACT shall be submitted by CONTRACTOR in accordance with APPENDIX 2 for the APPROVAL of COMPANY. However, in any case the APPROVAL of the COMPANY will not release the CONTRACTOR from its liabilities under this CONTRACT.

If COMPANY does not give to CONTRACTOR any comment or notice within 7 (seven) DAYS after receipt of such document from CONTRACTOR, then they shall be deemed to have been APPROVED by COMPANY.



## **17 REPORTS AND MEETINGS**

- 17.1 CONTRACTOR shall submit to COMPANY the Study Reports on time as stipulated in APPENDIX 2 – PROJECT SCHEDULE.
- 17.2 Not later than 7 (seven) DAYS after receiving the Study Reports from CONTRACTOR or at the time agreed by both PARTIES, COMPANY will hold a meeting with CONTRACTOR to present all comments of COMPANY on the Study Reports. Not later than 7 (seven) DAYS after the meeting, CONTRACTOR shall resubmit the revised Study Reports based on the conclusion in the Minutes of Meeting agreed and signed by both PARTIES.
- 17.3 The CONTRACTOR shall maintain true and complete records of all its operations under or relevant to the CONTRACT and the SERVICES and deliver written reports and data to the COMPANY in relation to the SERVICES. All such records and data shall belong exclusively to the COMPANY.



## **18 TAXES**

- 18.1 Subject to Article 9.4, all taxes, levies, duties, fees applicable in Vietnam and other countries where the SERVICES are to be performed shall be paid by CONTRACTOR, except for VAT and CIT due to Tax Authority of Viet Nam shall be paid by COMPANY.
- 18.2 CONTRACTOR hereby indemnifies and undertakes to keep COMPANY indemnified from and against all claims, liabilities, demands, actions, costs and expense whatsoever arising out of or in connection with any assessment or levy made in respect of all or any of the aforesaid taxes, charges, duties and penalties.
- 18.3 The obligations contained in this Article shall continue notwithstanding the completion or termination of the CONTRACT.
- 18.4 The CIT and VAT in Vietnam will be paid by COMPANY to relevant Vietnamese authorities according to CONTRACTOR's invoice as agreed by COMPANY, CONTRACTOR shall, at its own cost, be responsible and liable for CONTRACTOR's PERSONNEL Personal Income Tax in Vietnam (PIT) according to Vietnamese tax laws and regulations. PIT amount will only be re-considered or adjusted upon any change in rates of tax, which was or is to be assessed on CONTRACTOR's PERSONNEL in connection with CONTRACT performance. Equitable adjustment will be made fully taking into account any such change by an addition to, or a deduction therefrom, CONTRACT PRICE, as the case may be, in accordance with CONTRACT hereof.



## **19 LIQUIDATION**

If CONTRACTOR should become bankrupt or insolvent, or have received an order made against it, or shall present its petition in bankruptcy, or make an arrangement with, or assignment in favor of its creditors, or shall agree to carry out the CONTRACT under a committee of inspection of its creditors or shall go into liquidation, other than a voluntary liquidation for the purposes of amalgamation or reconstruction, COMPANY shall, be entitled to terminate the CONTRACT forthwith by notice in writing to CONTRACTOR or to the receiver or liquidator or to any person in whom the CONTRACT may become vested.



## **20 FORCE MAJEURE**

- 20.1 A Force Majeure occurrence shall mean an occurrence beyond the control and without the fault or negligence of the PARTY affected happening in Vietnam or in the country where CONTRACTOR's engineering office is located and which by the exercise of reasonable diligence the said PARTY is unable to prevent or provide against.
- 20.2 Force Majeure occurrence shall include, but not limited to the following events:
- a) Acts of god;
  - b) Acts of war (declared or undeclared);
  - c) National strikes or other national industrial action, whether direct or indirect;
  - d) Explosions, fires, floods, earthquakes, catastrophic weather conditions, or other natural physical disaster;
  - e) Act of terrorism, insurrection, rebellion or sabotage;
  - f) Epidemic, pandemic or disease, including but not limited to the COVID-19 outbreak.
- 20.3 For the avoidance of doubt, it is hereby declared that Force Majeure occurrences shall not include the following circumstances of a similar nature:
- a) Late delivery equipment or materials on the part of CONTRACTOR or Sub-Contractor or due in whole or in part to inefficiencies on the part of CONTRACTOR or Sub-Contractor.
  - b) Late performance of the SERVICES by CONTRACTOR's and/or any Sub-Contractor failure to provide in good time adequate and suitable PERSONNEL or due in whole or in part to inefficiencies on the part of CONTRACTOR or Sub-Contractor.
  - c) Malfunction or total breakdown of any item of equipment.
  - d) Contractual commitments made by CONTRACTOR to third parties which limit the ability of CONTRACTOR to carry out the SERVICES in a safe and satisfactory manner.
- 20.4 If either PARTY to the CONTRACT is prevented from, or delayed in performing any of its obligations under the CONTRACT by Force Majeure, it must promptly notify the other PARTY of the circumstance constituting the Force Majeure and of the obligations the performance of which is thereby delayed or prevented.
- 20.5 In the event that a Force Majeure occurrence exists and is preventing or delaying performance of any obligation under the CONTRACT, the PARTY giving notice shall be excused the performance, or the timely performance, as the case may be, of such obligation for so long as the circumstances giving rise to such prevention or delay may continue.
- 20.6 In the event of a Force Majeure occurrence neither PARTY shall be liable for failure to perform its obligations and both PARTIES shall bear their own respective costs arising from and attributable to Force Majeure.



20.7 In the event of a single incident or occurrence of Force Majeure lasting more than thirty (30) DAYS, the PARTY giving notice reserves the right to terminate the CONTRACT with immediate effect without this giving rise to any claim for compensation from CONTRACTOR, other than for the SERVICES carried out up to the time of such termination.



## **21 LIQUIDATED DAMAGES**

- 21.1 Should CONTRACTOR, due to its sole misconduct and as so record, fails to deliver the Final Study Report in accordance with Project Schedule in APPENDIX 2, and as having been adjusted by SERVICES variation(s), COMPANY shall have the right to apply the following Liquidated Damages provisions. In such case, CONTRACTOR shall be subject to Liquidated Damages. Such Liquidated Damages shall commence after 7 (seven) CALENDAR DAYS after the scheduled delivery date of the Final Study Report and shall be equal to 1% (one percent) of CONTRACT PRICE for each full week that delivery of the Final Study Report is delayed. Such Liquidated Damages shall be limited in aggregate to 5% (five percent) of CONTRACT PRICE declared in Article 9 of this CONTRACT. Payment of Liquidated Damages shall be the full and only liability of CONTRACTOR to COMPANY for damages caused by delays.
- 21.2 The Liquidated Damages financial liability under Clause 21.1 will be returned to COMPANY by deduction from the last invoice when COMPANY undertakes payment to the extent of Liquidated Damages payable.



## **22 ASSIGNMENT**

- 22.1 CONTRACTOR shall not assign the CONTRACT or any part(s) thereof or any benefit or interest therein without the prior APPROVAL of COMPANY.
- 22.2 COMPANY may assign the CONTRACT in whole, or in part, to a third party, provided that the prior written consent of CONTRACTOR is obtained. Such consent shall not be unreasonably withheld.



## **23 SUB-CONTRACTOR(S)**

- 23.1 CONTRACTOR shall not sub-contract the whole of the SERVICES. CONTRACTOR shall not sub-contract any part of the SERVICES without first notifying COMPANY of any proposed Sub-Contractor and their respective work scopes. Such notification shall not relieve CONTRACTOR from any liability or obligation under the CONTRACT and CONTRACTOR shall be responsible for the acts, defaults and neglects of any Sub-Contractor and its PERSONNEL. CONTRACTOR shall be bound by any observation of the CONTRACT provisions so far as they are applied to its Sub-Contractor(s).
- 23.2 CONTRACTOR shall not change any of the intimated Sub-Contractor(s), or materially vary their work-scopes, without the prior knowledge of COMPANY.



## **24 CONFIDENTIAL INFORMATION**

- 24.1 Any information supplied or communicated by COMPANY to CONTRACTOR in connection with the CONTRACT shall be treated by CONTRACTOR as confidential and shall not, without the prior APPROVAL of COMPANY, be published or disclosed, or made use of by CONTRACTOR except for the purpose of implementing the CONTRACT. Information may only be released to Sub-Contractor accepting a like obligation of confidentiality and then only to the extent necessary for the performance of the Sub-Contract.
- 24.2 No photographs of any COMPANY's equipment, installations or property shall be taken without the prior APPROVAL of COMPANY.
- 24.3 CONTRACTOR shall not mention COMPANY's name in connection with CONTRACTOR or disclose the existence of the CONTRACT in any publicity material or other similar communication to third parties without the prior APPROVAL of COMPANY.
- 24.4 CONTRACTOR's obligation not to divulge information to a third party shall not apply to information which:
- a) Is part of public domain otherwise than in consequence of a breach by CONTRACTOR's of its obligations under this Article.
  - b) Was in CONTRACTOR's possession prior to award of the CONTRACT and which COMPANY did not notify CONTRACTOR as being confidential.
  - c) Was received from third parties having the right to disclose such information.
  - d) CONTRACTOR is obliged to submit to government authorities in furtherance of the PROJECT, provided that: (i) such government authorities acknowledges and agrees in writing to maintain such information in confidence or have the statutory obligation to keep the information confidential; and (ii) CONTRACTOR only furnish that portion of COMPANY's information which CONTRACTOR is legally required to disclose to the government authorities.
- 24.5 The obligations under this Article shall remain binding on CONTRACTOR notwithstanding the completion or termination of the CONTRACT.
- 24.6 Any information supplied or communicated by CONTRACTOR to COMPANY in connection with the CONTRACT shall be treated by COMPANY as confidential and shall not, without the prior APPROVAL of CONTRACTOR, be published or disclosed, or made use of by COMPANY except for the purpose of implementing the CONTRACT.
- 24.7 COMPANY shall not mention CONTRACTOR's name in connection with COMPANY or disclose the existence of the CONTRACT in any publicity material or other similar communication to third parties without the prior APPROVAL of CONTRACTOR
- 24.8 COMPANY's obligation not to divulge information to a third party shall not apply to information which:
- a) Is part of public domain otherwise than in consequence of a breach by COMPANY's of its obligations under this Article.



- b) Was in COMPANY's possession prior to award of the CONTRACT and which CONTRACTOR did not notify COMPANY as being confidential.
- c) Was received from third parties having the right to disclose such information.
- d) COMPANY is obliged to submit to government authorities in furtherance of the PROJECT, provided that: (i) such government authorities acknowledges and agrees in writing to maintain such information in confidence or have the statutory obligation to keep the information confidential; and (ii) COMPANY only furnish that portion of CONTRACTOR's information which COMPANY is legally required to disclose to the government authorities.

24.9 The obligations under this Article shall remain binding on COMPANY notwithstanding the completion or termination of the CONTRACT.



## **25 TITLE AND USE**

- 25.1 CONTRACTOR owns and reserves all intellectual property rights pertaining to its SERVICES and the DELIVERABLES, except to the extent of any COMPANY Confidential Information contained therein. DELIVERABLES shall not be deemed "works for hire." COMPANY may only use the DELIVERABLES for the PROJECT, and shall release, defend, indemnify and hold harmless CONTRACTOR from any other use or distribution. CONTRACTOR owns any inventions, modifications, or improvements deriving from the CONTRACTOR Confidential Information which are conceived under this Agreement.
- 25.2 Any specification, patterns, calculations or design supplied by COMPANY to CONTRACTOR in connection with CONTRACT shall remain the property of COMPANY and any information derived therefrom or otherwise communicated to CONTRACTOR in connection with the CONTRACT shall be regarded by CONTRACTOR as secret and confidential and shall not, without the consent in writing of COMPANY be published or disclosed to any third party, or made use of by CONTRACTOR except for the purpose of implementing the CONTRACT.
- 25.3 CONTRACTOR shall indemnify COMPANY and hold them harmless from and against all claims and proceeding for or on account of infringement of any third party patents issued prior to the Effective Date of this CONTRACT in respect of the SERVICES supplied by CONTRACTOR for or in connection with the COMPANY's use of the SERVICES and from and against all claims, demands, proceedings, damages, costs, charges, and expense whatsoever in respect thereof or in relation thereto. Provided always that this indemnity shall not apply to any infringement which is due to CONTRACTOR having followed a design or instruction furnished or given by COMPANY or to the use of such article or material in manner or a purpose not specified or disclosed to CONTRACTOR, or to any infringement which is due to the use of such article or materials in associate or combination with any other article or material not supplied by CONTRACTOR. COMPANY shall give to CONTRACTOR the earliest possible note in writing of any claim being made or action threatened or brought against COMPANY. CONTRACTOR will at no additional costs to COMPANY, to defend any litigation which may ensure and will carry out all negotiations required to achieve settlement of the claim. COMPANY on their part warrant that any design or construction furnished or given by it shall not cause CONTRACTOR to infringe any patent rights, design, trademark or name or any other protected rights, design, track mark or name or any other protected rights in the execution of the CONTRACT.



## **26 COMMUNICATION AND NOTICES**

- 26.1 All reports and correspondence between COMPANY and the CONTRACTOR or with any other party designated under this CONTRACT shall be in English.
- 26.2 All notices required or contemplated under the CONTRACT shall be made in writing and shall be delivered in person or sent by postage prepaid airmail or telex or fax to the address of the PARTIES as specified hereafter or to such other address as the intended recipient shall previously have designated by written notice to the other PARTY.

Notices shall be effective:

- a) If delivered by hand at the time of delivery.
- b) If sent by telex or fax or DHL (or other similar courier delivery services) at the time of receipt in normal hours of WORKING DAY.
- c) If sent by airmail, 15 (fifteen) DAYS after the date of mailing provided however that telex or fax is given in advance of the mailing of important letters or documents.

**To: Binh Son Refining and Petrochemical Joint Stock Company**

Attn: Mr. ....

Address: 208 Hung Vuong Avenue, Nghia Lo Ward, Quang Ngai Province, Vietnam.

Tel: (84) 255 3825 825

Fax: (84) 255 3825 826

E-mail: [.....](#)

**To: .....**

Attn:

Address:

Tel:

Fax:

E-mail:



## **27 DISPUTE RESOLUTION AND APPLICABLE LAW**

27.1 If any claim, dispute, disagreement, difference of any kind whatsoever arise from or in connection with CONTRACT between PARTIES including any dispute in relation to an opinion, instruction, determination, certification, assessment or valuation of or the exercise of any discretion by COMPANY or COMPANY'S REPRESENTATIVE ("Dispute"), one PARTY shall notify the other PARTY of the existence of and giving details of that Dispute ("Notice of Dispute").

27.2 Procedures for resolution of Disputes:

27.2.1. PARTIES shall attempt equitably, amicably and in good faith to settle such Dispute in the first instance by discussions between PARTIES.

27.2.2. If the PARTIES fail to resolve the Dispute within 07 (seven) DAYS after receipt by the other PARTY of the Notice of Dispute, each PARTY shall within a further 07 (seven) DAYS nominate a senior representative to further discuss at a mutually convenient location.

27.2.3. If within the 7 (seven) DAYS period following the commencement of the meeting of the representatives, The representatives are unable to resolve the Dispute; then either may refer the matter to arbitration as stipulated in Clause 27.3 herein below.

27.2.4. Compliance by PARTIES with the procedures of this Article is a condition precedent to either PARTY being entitled to pursue any subsequent relief or remedy.

27.2.5. Moneys due and payable by COMPANY to CONTRACTOR for SERVICES shall not be withheld because of the existence of a Dispute but the COMPANY may, pending resolution of the Dispute, withhold payment of moneys in respect of the matter that is the subject of the Dispute.

27.3 Arbitration

In case no amicable settlement can be reached, such Dispute may be referred to the Vietnam International Arbitration Centre at Vietnam Chamber of Commerce and Industry in Hanoi, S.R. Vietnam ("Arbitrator") in accordance with its Rules of Arbitration. The language of arbitration shall be English. Verdict by such Arbitrator shall be final and binding upon both PARTIES.

27.4 This CONTRACT shall be governed, interpreted and construed in all respects in accordance with the Laws of the Socialist Republic of Vietnam.

27.5 Notwithstanding the existence of a Dispute, CONTRACTOR shall at all times continue to fulfil all obligations under this CONTRACT in accordance with the provisions of this CONTRACT, but the COMPANY may, pending resolution of the Dispute, suspend SERVICES in respect of the matter that is the subject of the Dispute.



**28 GENERAL PROVISIONS**

28.1 This CONTRACT is executed below by duly authorized representatives of the PARTIES hereto who accept and agree to be bound by the terms and conditions contained herein and appended hereto.

28.2 In the event that any provision or all of this CONTRACT is held to be void or unenforceable, the PARTIES will negotiate in good faith to replace such invalid or unenforceable provision by equitable valid and enforceable provisions which shall correspond as closely as possible to the original intentions of the PARTIES

28.3 This CONTRACT is made in six (06) original sets with the same validity. Three (03) sets shall be kept by each PARTY.

In witness whereof the PARTIES hereto have signed this CONTRACT by their duly authorized representatives on this \_\_\_\_\_ day of \_\_\_\_\_

**FOR COMPANY**

**FOR CONTRACTOR**

NAME:

NAME:

POSITION:

POSITION:



## APPENDIX 1 – SCOPE OF SERVICES AND DELIVERABLES

### 1. Description

- .....

### 2. Objectives of the study

.....

### 3. Scope of works

#### 3.1. General requirements

+ .....

#### 3.2. Detail requirements

- .....

### 4. Documents Deliverable

- .....

### 5. Study duration:

### 6. Warranty:



## APPENDIX 2 – PROJECT SCHEDULE

The Project schedule is as follows:



## APPENDIX 3 – CONTRACT PRICE AND PAYMENT SCHEDULE

### 1. Contract Price:

For the provisions of the SERVICES as set out in APPENDIX 1, and subject only to Variations in accordance with Clause 10.4 of this Contract, CONTRACTOR shall be paid fixed lump sum price (including all costs and expenses required to perform the SERVICES and all contractual obligation of CONTRACTOR):

- **CONTRACT PRICE: ..... USD (In words: ..... US Dollars)**
- The above Contract Price excludes Viet Nam Value Added Tax (VAT) and Corporate Income Tax (CIT).

### 2. Payment schedule:

No	Milestone	Payment Percent
1		
2		
3		

#### *The first payment:*

COMPANY shall pay to CONTRACTOR's account within 30 days upon which COMPANY receives the following documents:

- (i) Letter of payment request as per template provided in Section 4 of APPENDIX 3.
- (ii) Certificate of the first milestone completion as per template provided in Section 5 of APPENDIX 3.
- (iii) Performance Bank Guarantee as per template provided in Section 6 of APPENDIX 3.
- (iv) Three (3) originals and three (3) copies of CONTRACTOR's Commercial Invoice covering **....% of Contract price** duly signed by the CONTRACTOR authorized representative.

#### *The second payment:*

COMPANY shall pay to CONTRACTOR's account within 30 days upon which COMPANY receives the following documents:

- (i) Letter of payment request as per template provided in Section 4 of APPENDIX 3.
- (ii) Certificate of the second milestone completion as per template provided in Section 5 of APPENDIX 3.
- (iii) Three (3) originals and three (3) copies of CONTRACTOR's Commercial Invoice covering **....% of Contract price** duly signed by the CONTRACTOR authorized representative.

#### *The last payment:*



The balance amount of the CONTRACT PRICE, after deducting any value which the COMPANY is entitled to under the CONTRACT (if any), which the CONTRACTOR is entitled to, shall be paid within 30 (thirty) days against presentation of the following documents:

- (i) Letter of payment request as per template provided in Section 4 of APPENDIX 3.
- (ii) WORK COMPLETION ACCEPTANCE PROTOCOL as per template provided in APPENDIX 5.
- (iii) Contract Completion Statement as per template provided in APPENDIX 8;
- (iv) Three (3) originals and three (3) copies of CONTRACTOR's Commercial Invoice covering the Contract remaining value, duly signed by the CONTRACTOR authorized representative.

### 3. Variation

In case of Variation in the SERVICES, CONTRACTOR shall quote a lump sum price which shall be agreed between the Parties prior to commencement of any additional services.

### 4. Template for Letter of payment request

Date:

Our Ref:

Mr. ....

.....

208 Hung Vuong Avenue, Tran Phu Ward,  
Quang Ngai City, Quang Ngai Province, Vietnam

Email: ....

.....

CONTRACTOR Contract Number:

Subject: **Milestone Payment Certificate No [\_\_\_\_]**

Dear Sir,

CONTRACTOR advises that it has achieved the milestone events for Milestone Payment Certificate No [\_\_\_\_] and attaches two originals of the certificate, signed by CONTRACTOR, along with supporting documentation evidencing achievement, for signature by COMPANY.



COMPANY is requested to please sign and return one original to facilitate issuing of Invoice for Milestone Payment Certificate No [\_\_\_\_\_]

Yours Sincerely,

[signature of CONTRACTOR's Study Manager]  
[full name and title]

#### 5. Template for Certificate of Milestone Completion

BINH SON REFINING AND PETROCHEMICAL JOINT STOCK COMPANY

.....

#### MILESTONE PAYMENT CERTIFICATE

Date:

1. CONTRACTOR has handed this form, completed except for signature by COMPANY, to COMPANY's duly authorised representative on the above date. Terms and Conditions are as defined in the CONTRACT No [\_\_\_\_\_] between CONTRACTOR and COMPANY.
2. CONTRACTOR certifies and represents that the **Milestone No [\_\_]** has achieved completion as of [**completion date**].

[signature of CONTRACTOR's Study Manager]  
[full name and title]

(COMPANY to cross through one of the following statements)

- A. COMPANY accepts completion of **Milestone No [\_\_]**
- B. COMPANY rejects completion of **Milestone No. [\_\_]** for the following reason(s):



COMPANY: BINH SON REFINING AND PETROCHEMICAL JOINT STOCK COMPANY

Date:

[signature of COMPANY's representative]  
[full name and title]

*If COMPANY does not give to CONTRACTOR any comment or notice within 7 (seven) DAYS after receipt of this MILESTONE PAYMENT CERTIFICATE from CONTRACTOR, then this MILESTONE PAYMENT CERTIFICATE shall be deemed to have been APPROVED by COMPANY and this MILESTONE PAYMENT CERTIFICATE, signed only by CONTRACTOR shall meet the Certificate Milestone document requirement for payment in accordance with Article 10.*

## 6. Template for Performance Bank Guarantee

### PERFORMANCE BANK GUARANTEE

Date: [●]

#### **GUARANTOR:**

[●] [Name and Address of a domestic credit institution or a branch of foreign bank lawfully established under Vietnamese law]

#### **APPLICANT:**

.....

[●] [Address as stated in the Contract]

#### **BENEFICIARY:**

#### **Binh Son Refining and Petrochemical Joint Stock Company**

208 Hung Vuong Avenue, Nghia LO ward, Quang Ngai province, Viet Nam.

Our Irrevocable Performance Bank Guarantee Number [●]

We understand that you **Binh Son Refining and Petrochemical Joint Stock Company** (hereinafter may be referred to as the "Beneficiary") have entered into Contract No. [●] dated [●] for [●] [insert detailed description of works of contract /services to be performed] (hereinafter referred to as the "Contract") with ..... [●] [insert address] (hereinafter referred to as the "CONTRACTOR") and that under the terms of the Contract the CONTRACTOR is required to furnish a Performance Guarantee for an amount of [●] [insert amount of Performance Guarantee in figures and words]

We, [●] [insert name and address of Guarantor], hereby issue in your favor our Irrevocable Performance Guarantee number [●] (hereinafter referred to as "Guarantee") at the request of the CONTRACTOR, up to an aggregate amount of [●] [insert amount in figures and words].

Funds under this Guarantee are available to you upon presentation to us of your draft drawn at sight on ourselves mentioning thereon our Bank Guarantee No. [●] and accompanied by the following documents:



1. Beneficiary's statement manually signed by the legal authorized officer of the Beneficiary stating:
  - a. The Contractor was notified in writing at least 30 days prior to the date of this demand by facsimile to fax no. [●] [to be provided by Contractor prior to Guarantee issuance] Attn.: [●] [name of Contractor representative to be provided by Contractor prior to Guarantee issuance] and by email [to be provided by Contractor prior to Guarantee issuance], Attn: [to be provided by Contractor prior to Guarantee issuance] (as evidenced by the facsimile copies required in 2 below); however the Contractor has failed to correct its obligation(s), specifically outlining the remaining default(s) or non-performance with respect to Contract No. [●] and therefore [insert Beneficiary's name] is entitled to payment of [●] [insert amount in figures], representing the amount due to [●] [insert Beneficiary's name].
  - b. Such failure by Contractor to fulfill its obligations is not due to reasons of Force Majeure.
2. Copies of facsimile notices to Contractor, as stated in 1 b. notifying Contractor that: (a) it is in breach of the terms and conditions of Contract No. [●], and (b) you as Beneficiary intend to draw under Performance Guarantee No. [●] unless the default(s) or non-performance is corrected within thirty (30) days from the date of the notice.

Our liability under this Guarantee is limited to an amount not exceeding in aggregate [●] [amount in figures and words].

All bank charges, fees and commissions relative to this Guarantee are for the account of the Contractor.

This Guarantee will be effective from the date of issuance and expire on [●] [specific calendar date\*\*] (\*\*end date agreed between Beneficiary and Contractor) and any demand and declaration hereunder must be received by us at this office in accordance with the above claim procedure on or before that date, after which this Guarantee will become of no effect whatsoever whether returned to us or not.

This Guarantee is personal to you and is not transferable or assignable.

Claims made under and in compliance with the terms and conditions of this Guarantee will be duly honored if received at our above-mentioned office prior to the expiration date of this Guarantee.

We hereby engage with you that drawing(s) drawn under and in compliance with the terms and conditions of this Guarantee will be duly honored.

This Guarantee is subject to URDG 758.

Once signed and sealed by an authorised person of the Guarantor, this Guarantee is legally binding on the Guarantor. In case of any doubt or uncertainty as to the authenticity of this Guarantee, please contact Guarantee Processing Team – Trade Operations Department of the Guarantor in the address mentioned in this Guarantee for verification.



## APPENDIX 4 - CONTRACTOR'S PERSONNEL





## APPENDIX 6 - FORM OF INVOICES



## APPENDIX 7 – APPROACH AND METHODOLOGY



## APPENDIX 8 – CONTRACT COMPLETION STATEMENT

### BIÊN BẢN THANH LÝ HỢP ĐỒNG

Quang Ngai, date.....

*Quảng Ngãi, ngày..... tháng ..... năm.....*

Pursuant to Contract No. .... dated ..... between Binh Son Refining and Petrochemical Joint Stock Company (BSR) and ....., related to ".....".

*Căn cứ Hợp đồng số ..... ký ngày ..... giữa Công ty cổ phần Lọc hóa dầu Bình Sơn (BSR) và ..... về việc “.....”.*

**COMPANY: Binh Son Refining and Petrochemical JSC (BSR)**

**CÔNG TY: Công ty cổ phần Lọc hóa dầu Bình Sơn (BSR)**

Address: 208 Hung Vuong Avenue, Nghia Lo ward, Quang Ngai Province, Viet Nam.

*Địa chỉ: 208 Đại lộ Hùng Vương, phường Nghĩa Lộ, tỉnh Quảng Ngãi, Việt Nam.*

Telephone: +84 2553.825.825

Fax: +84 2553.825.826

ĐT: +84 2553.825.825

Fax: +84 2553.825.826

Representative: **Mr. ....**

Title: ...

*Đại diện bởi: Ông ....*

*Chức vụ: ....*

**CONTRACTOR: .....**

**NHÀ THẦU: .....**

Address: .....

*Địa chỉ: .....*

Representative: **Mr. ....**

Title: .....

*Đại diện bởi: Ông .....*

*Chức vụ: .....*

Both Parties mutually agreed to state the Contract Completion as follows:

*Hai Bên thống nhất thanh lý hợp đồng nói trên với các nội dung như sau:*

The Company hereby accept that Contractor has successfully completed the SERVICE "....." as agreed in the CONTRACT.

*Công ty đồng ý rằng Nhà thầu đã hoàn thành việc cung cấp dịch vụ ..... yêu cầu của Hợp đồng.*

The Company has fully paid the entire Contract Price to the Contractor.

*Công ty đã thanh toán đầy đủ cho Nhà thầu toàn bộ Giá trị Hợp đồng.*

The Contract shall be deemed to be liquidated when the Parties fulfill all its obligations as stipulated in the Contract, except the rights and obligations are specified in Article 24 and Article 25 of the Contract shall remain in full force and effect.

*Hai bên đồng ý thanh lý Hợp đồng này khi các bên đã hoàn thành xong nghĩa vụ của mình theo Hợp đồng, trừ các Quyền và nghĩa vụ được quy định tại Điều 24 và Điều 25 của Hợp đồng vẫn tiếp tục còn hiệu lực.*



This statement takes effect from the signing date and is made into four (04) copies with the same legal validity, each Party keeps two (02) copies.

*Biên bản thanh lý này có hiệu lực kể từ ngày ký và được lập thành bốn (04) bản, có giá trị pháp lý như nhau, mỗi Bên giữ hai (02) bản.*

**On behalf of Company (BSR)**

**Đại diện BSR**

**On behalf of Contractor**

**Đại diện Nhà thầu**

