

Project Name : KHANH MY AND DAM DOI FIELDS DEVELOPMENT PROJECT, BLOCK 46/13, OFFSHORE VIETNAM
ITB No. : PVEP-KM/DEV/2025/007
Package : PROVISION OF DIESEL ENGINE GENERATORS (DEG)
Part #1 : INSTRUCTIONS TO BIDDERS



PART #1
INSTRUCTIONS TO BIDDERS

B. V. K.



INSTRUCTIONS TO BIDDERS

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Handwritten signatures and initials in blue ink.

1. GENERAL

1.1 KHANH MY PETROLEUM OPERATING BRANCH - PETROVIETNAM EXPLORATION PRODUCTION CORPORATION LIMITED (hereinafter referred to as "COMPANY") invites BIDDERS to submit proposal for PROVISION OF DIESEL ENGINE GENERATORS (DEG) FOR KHANH MY AND DAM DOI FIELDS DEVELOPMENT PROJECT, BLOCK 46/13, OFFSHORE VIETNAM under Tender No.: PVEP-KM/DEV/2025/007 as details in this Instructions to Bidders.

1.2 The purpose of this Instructions to Bidders is to provide BIDDER with a summary of required information in compliance with INTERNATIONAL OPEN BIDDING as prescribed by applicable law. If, in BIDDER's opinion, additional information would aid COMPANY in the evaluation of BIDDER's proposal, BIDDER should provide such information in their proposal. It shall be BIDDER's responsibility to check all attachments against furnished indexes / exhibits to assure COMPANY's Instructions to Bidders is complete.

1.3 BIDDER's proposal shall be in accordance with this Instructions to Bidders and with any specific conditions outlined in the letter transmitting the Instructions to Bidders and any addenda / bid bulletin issued prior to the submission of the proposal. The proposal shall not contain any recapitulation of the scope of supply. Oral, telegraphic, or telephone proposal or modifications will not be accepted. The transmittal letter and addenda / bid bulletin, along with this Instructions to Bidders, will become a part of the final contract.

1.4 Content of Invitation to Bidders:

BIDDER must submit its proposal strictly in accordance with the terms of the Invitation of Bidders (ITB) which consists of the following documents:

PART I - ITB INSTRUCTIONS	I
INSTRUCTIONS TO BIDDERS	1
BIDDING FORMS	2
General Bidding Forms	ATTACHMENT #2.1
ITB Acknowledgement Letter	GBF-01
Proposal Letter Form (Un-priced)	GBF-2.1
Power of Attorney Form	GBF-03
Consortium Agreement Form	GBF-04
Bid Bond Form	GBF-05
Confidentiality Statement	GBF-06
BIDDER's Company Information	GBF-07
Financial Capability	GBF-08
Non-Performing Contracts	GBF-09
Technical Bidding Forms	ATTACHMENT #2.2
Authorized Letters from Manufactures (if BIDDER is not the Manufacture of the Package)	TBF-01
BIDDER's Experience and Track record	TBF-02
Technical Compliance	TBF-03

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Execution Plan	TBF-04
BIDDER's resources	TBF-05
Manpower Plan and Key Personnel (Not Applicable)	TBF-06
Production Schedule	TBF-07
List of manufacturer(s)/ subcontractor(s) and country of origin	TBF-08
Quality Management System and HSE	TBF-09
Un-priced Commercial	TBF-10
Alternative Proposals	TBF-11
Exceptions and Deviation	TBF-12
Exceptions to Purchase Contract Terms and Conditions	TBF-13
Commercial Bidding Forms	ATTACHMENT #2.3
Proposal Letter Form (Priced)	GBF-2.2
Schedule of Price and Breakdown of Contract Price	CBF-01
Bid Form CBF-02 - Schedule of Rates for Other Costs	CBF-02
Bid Form CBF-03 - Payment Milestones	CBF-03
Bid Form CBF-04 - Commercial Exceptions / Deviation	CBF-04
Bid Form CBF-05 - Alternative Proposal	CBF -05
Cost Impact Proposal	CBF-06
Clarification Bidding Form	ATTACHMENT #2.4
Instructions to Bidders (ITB) clarification	ICF-01
Technical bid clarifications	TCF-02
General bid clarifications	GCF-03
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Purchase Contract terms and conditions clarifications	CCF-05
PART II – CONTRACT DOCUMENTS	II
Purchase Contract Terms & Conditions	
Technical Requisition/ Specification/ Datasheet	EXHIBIT I
Contract price	EXHIBIT II
Shipping documents, packing and marking requirement	EXHIBIT III
Invoicing procedures & administration guidelines	EXHIBIT IV
Contract standard forms	EXHIBIT V
Correspondence for contract execution	EXHIBIT VI

The BIDDER is expected to review each part of this ITB Document and to recognize the resulting operational responsibilities, costs and risk involved.

2. DEFINITION OF TERMS

CLIENT/COMPANY: shall mean Khanh My Petroleum Operating Branch – Petrovietnam Exploration Production Corporation Limited.

BIDDER: shall mean an individual, company or firm from which firm proposals are requested and which is capable of and is engaged in the business of providing Commodities to the oil industry. BIDDER will be responsible to COMPANY for delivery and execution of the entire Scope of Supply as defined in this

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Invitation to Bidders (ITB) document. For the purposes of this ITB and eventual issuance of a contract, BIDDER shall also mean CONTRACTOR.

ITB: shall consist of the documents included in the Invitation to Bid, including, but not limited to, the instructions to BIDDERS; terms and conditions; and all referenced documents and attachments or exhibits.

PROPOSAL: shall mean BIDDER's complete written response to this ITB including attachments herein and will be identified as "proposal" hereafter.

CONTRACT: shall mean the CONTRACT entered into between COMPANY and the chosen BIDDER.

CONTRACTOR: shall mean the Party having a CONTRACT with CLIENT for the performance of WORKS or part thereof as set forth in this CONTRACT and includes the CONTRACTOR's personnel, representatives, successors and such other persons or body of persons to whom the CONTRACTOR has assigned this CONTRACT.

SUBCONTRACTOR: shall mean an individual; company or firm employed by BIDDER to complete a portion of the work as outlined in the BIDDER's proposal or contract.

SEALED BID: shall mean submission of BIDDER's proposal to COMPANY as per the specific sealed proposal instructions included herein.

Bid Submission Deadline: the date and time designated in the ITB as the last date and time for receipt of Bids, as may be extended by COMPANY.

HSE: shall mean Health, Safety and Environment documents.

WORKS/WORK: Provision of Diesel Engine Generators (DEG) for Khanh My and Dam Doi Fields Development Project, Block 46/13, Offshore Vietnam.

3. SCOPE OF WORKS

Works to be provided under this ITB shall and defined in Exhibit #1 – Technical Requisition/ Specification/ Datasheet of Part II - Contract Documents.

4. ACKNOWLEDGEMENT OF RECEIPT OF ITB AND CONFIDENTIALITY STATEMENT

4.1 BIDDER shall acknowledge receipt of this ITB and confirm BIDDER's intentions to submit a proposal by completing and returning "ITB Acknowledgment Letter" as shown in the GBF-01 of Attachment #2.1 – General Bidding Form within three (03) Vietnamese calendar days after receipt of the ITB documents via facsimile & e-mail to the address provided in Article 5.

4.2 BIDDER, through its authorized representative, shall also sign a Confidentiality Statement form provided in GBF-06 of Attachment #2.1 – General Bidding Form and send it to COMPANY together with the Acknowledgement of Receipt of ITB via facsimile & e-mail to the address provided in Article 5. COMPANY shall not be required to verify independently

that the authorized representative of the BIDDER can execute the Confidentiality Statement form and can legally bind the BIDDER.

- 4.3 After receiving GBF-01 and GBF-06 from BIDDER, COMPANY will send the Tender documents via specific email of BIDDER. BIDDER is advised to thoroughly check the completeness of the Tender document upon receipt. BIDDER must inform COMPANY via facsimile & e-mail to the address provided in Article 5 within three (3) calendar days from the bid issue date if any of the pages are missing.

5. CORRESPONDENCE

- 5.1 BIDDER's proposal and any all correspondence shall be in the English language.
- 5.2 All correspondence, written or oral shall be conducted through the COMPANY personnel shown below. BIDDER shall confirm all queries regarding the tender document in writing and can do so via facsimile and e-mail. Any correspondence directed to any other personnel other than those designated below will be considered as not received and not existing.

5.3 **COMPANY will provide this tender document as e-file.**

- 5.4 Any query of a general, technical and commercial with regard to the ITB should be submitted in accordance with the Forms stipulated in Attachment #2.4 - Clarification Bidding Form of this ITB and shall be addressed to:

**KHANH MY PETROLEUM OPERATING BRANCH – PETROVIETNAM
EXPLORATION PRODUCTION CORPORATION LIMITED**

Package : Provision of Diesel Engine Generators (DEG) for Khanh My and Dam Doi
Fields Development Project, Block 46/13, Offshore Vietnam

ITB No. : PVEP-KM/DEV/2025/007

Attn. : Tender Secretariat

Tel : + (84 - 28) 3638 0789

Fax : + (84 - 28) 3963 6633

Email : tendersecblk4613@pvep.com.vn

- 5.5 To help COMPANY ensure that all clarification requests are duly answered, BIDDER shall notify COMPANY via e-mail to the address provided in this Article 5 if it has not received an answer to any of its clarification requests within three (3) calendar days after submitting the request to COMPANY

6. BID SUBMISSION

- 6.1 BIDDER is strictly requested to submit its BID PROPOSAL into two (02) separate sealed envelopes:

- **VOLUME A – TECHNICAL & UNPRICE COMMERCIAL PROPOSAL (UN-PRICED BID);**
- **VOLUME B – COMMERCIAL PROPOSAL (PRICED BID)**

and each volume shall be submitted as below:

- One (01) original;
- One (01) hard copy; and

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- One (01) electronic copy and shall be included with the original copy of the Bid submission.
- 6.2 The original volumes shall be marked as “ORIGINAL”. The copies shall be marked as “COPY”. An electronic copy shall be provided as USB memory stick in both scanned/PDF format and editable format (Word/Excel).
- 6.3 In the event of discrepancy between the original and the copies or the electronic version, the ORIGINAL shall govern.
- 6.4 BIDDER shall ensure that BIDDER’s name and address and the bidding reference number and title are indicated on the cover of each package.
- 6.5 To preclude inadvertent opening by unauthorized parties, all envelopes shall be clearly marked as follows:

<p>VOLUME A – TECHNICAL PROPOSAL</p> <p>OR</p> <p>VOLUME B – COMMERCIAL PROPOSAL – DO NOT OPEN</p> <p>“ORIGINAL”, “COPY”.</p> <p>(AS APPROPRIATE)</p> <p>SUBMISSION DATE: _____</p> <p>ITB NO: PVEP-KM/DEV/2025/007</p> <p>PACKAGE: PROVISION OF DIESEL ENGINE GENERATORS (DEG) FOR KHANH MY AND DAM DOI FIELDS DEVELOPMENT PROJECT, BLOCK 46/13, OFFSHORE VIETNAM</p> <p>SEALED BID PROPOSAL – DO NOT OPEN</p> <p>BIDDER: (BIDDER’S NAME: _____)</p>
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- 6.6 The Bid must arrive no later than the Bid Submission Deadline as stipulated in the Bidding Invitation Notification to the following address:

**KHANH MY PETROLEUM OPERATING BRANCH – PETROVIETNAM
EXPLORATION PRODUCTION CORPORATION LIMITED**

19th Floor, Victory Tower, 12 Tan Trao Street, Tan My Ward,
Ho Chi Minh City, S.R. Vietnam

Tel: + (84 - 28) 3638 0789

Fax: + (84 - 28) 3963 6633

Attention : Tender Secretariat

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- 6.7 Any Bid and related documents, e.g. letter of discount (if any), submitted after the Bid Submission Deadline shall be deemed ineligible.
- 6.8 All methods of delivery shall be at risk of the BIDDER.

SPECIAL NOTE: TECHNICAL PROPOSAL (UN-PRICED) AND COMMERCIAL PROPOSAL (PRICED) MUST BE SEPARATELY PACKED IN SEALED AND TREATED AS CONFIDENTIAL DOCUMENTS. ANY INCORRECT OR MIX-UP OF COMMERCIAL PROPOSAL (PRICED) IN TECHNICAL PROPOSAL (UN-PRICED) SHALL LEAD TO A RESULT OF DISQUALIFICATION OF BID.

- 6.9 Submission of a Bid shall confirm that BIDDER has satisfied itself, either independently or by written consultation with COMPANY as to the extent and nature of the work which is the subject of this ITB and all requirements contained in this ITB and that BIDDER has sufficient information to permit proper assessment of risks and contingencies and all other circumstances which could affect its Bid. BIDDER shall bear all responsibility to investigate fully the conditions under which work will be performed and to become knowledgeable of any other matters that might affect the work or cost of performance.

7. ELIGIBILITY OF BIDDER

BIDDER shall be deemed to be eligible for Bid Evaluation when following conditions are fulfilled, otherwise will be disqualified by COMPANY:

- Foreign bidders are allowed to participate in international open bidding as prescribed by applicable law. A foreign BIDDER must have registration for its operation issued by the competent authority of the country of nationality of the BIDDER
- A local BIDDER must be an enterprise, cooperative, cooperative union, cooperative groups, public sector entity or foreign-invested business organization that is duly established and operating under the law of Vietnam.
- Having an enterprise registration certificate or investment certificate/investment registration certificate issued pursuant to law, or a decision on establishment in the case of a local BIDDER which is an organization without enterprise registration certificate.
- Being an independent cost accounting entity.
- There is no decision by a competent body concluding that BIDDER has an unhealthy financial status; or is in the process of dissolution; or is in the state of bankruptcy or insolvency as prescribed by applicable law.
- BIDDER is not under a declaration of ineligibility for fraudulent practices and corrupt practices by a bank or functional authorities. For definition purpose, the terms “corrupt practice” and “fraudulent practices” have their meanings as defined in and construed under Criminal Code of S.R. Vietnam; and
- BIDDER is not currently being suspended from participating in tendering activities.

8. BID SUBMISSION DEADLINE

All Bid Proposals must be received by the COMPANY no later than the Bid Submission Deadline. Late submissions shall be disqualified and returned unopened

9. EXTENSION OF BID PERIOD

- 9.1 No extension will be granted to the date for Bid submissions other than for exceptional circumstances agreed in writing by COMPANY. Extension of Bid if any shall be sent to BIDDER as per Article 11 – Clarifications and Bid Bulletin set below.
- 9.2 The BIDDER must extend the Bid Validity without any exceptions by resubmitting the 'PROPOSAL LETTER FORM' as stipulated in Clauses GBF-2.1 and GBF-2.2 of Attachment #2.1 – General Bidding Forms of this ITB, within the timeframe specified by COMPANY."

10. WITHDRAWAL OF THE BID

Bids may only be withdrawn by written or faxed requests and modified by a BIDDER upon submitting a written request of such to the COMPANY. Any such request for withdrawal / modification of bid must be received by COMPANY at the address noted in Article 6 – Bid Submission, five (05) calendar days before the Bid Submission Deadline and time instructed.

11. CLARIFICATIONS AND BID BULLETIN

- 11.1 BIDDER is responsible for examining with appropriate care the entire ITB Documents and all Addenda, and for informing itself about all conditions and matters that might in any way affect the cost or performance of the Work. Failure to do so will be at BIDDER's sole risk, and no relief will be granted to BIDDER for any errors or omissions
- 11.2 If BIDDER has any doubt as to the true meaning of any part of the transmittal letter, the ITB, or addenda / bid bulletin, BIDDER shall notify COMPANY and request clarification in accordance with Attachment #2.4- Clarification Bidding Form, as shown in Article 1.4 of this ITB before submitting their proposal and at least ten (10) calendar days prior to the Bid Submission Deadline. The burden is on the BIDDER to request any additional information, explanation or clarification of ambiguities or discrepancies regarding the above-mentioned documents. No claim for additional payments will be allowed during the progress of the job as a result of subsequent explanation, adjustment or lack of information should BIDDER have failed to act in accordance with the foregoing.
- 11.3 Should the issue be not responded by COMPANY, in writing, prior to BIDDER's preparation of its proposal, the issue must be addressed within the proposal in "EXCEPTIONS AND DEVIATION", as shown in the TBF-12 of Attachment #2.2 – Technical Bidding Form.
- 11.4 If BIDDER finds any errors or omissions in the ITB Documents, or if BIDDER has any doubt regarding the meaning of any requirements or data, BIDDER shall promptly seek clarification from COMPANY by submitting written clarification requests. All clarification requests should clearly identify the relevant ITB's article, page number and be in the format described in Attachment #2.4 - Clarification Bidding Form to This Document, and must be submitted to COMPANY in accordance with the instructions set out in Article 5
- 11.5 Each clarification response to the ITB Documents released by COMPANY will be issued by way of a Bid Bulletin bearing a unique sequential reference number
- 11.6 BIDDERS are to note that all BIDDERS inquiries are to reach the COMPANY no later than ten (10) calendar days prior to the Bid Submission Deadline to allow COMPANY sufficient time to respond.

11.7 COMPANY's practice in handling BIDDER Inquiries shall be to distribute both the inquiry and COMPANY's reply as follows:

- Inquiry response that relate in a general way to the ITB package will be distributed to all BIDDERS. In such a case the identity of the BIDDER initiating the inquiry will not be disclosed by the COMPANY.
- Inquiry response that specifically relate to any items of supply that are proprietary to a single BIDDER shall be treated as confidential and given only to the BIDDER initiating the inquiry.

11.8 Should it be considered necessary, COMPANY reserves the right to propose modifications to the ITB by issuing Bid Bulletins prior to the **Bid Submission Deadline** to all invited Bidders.

11.9 Notwithstanding, Information contained in this ITB shall be the basis for the Bid and shall not be changed, except by Bid Bulletins issued by COMPANY.

12. PROPOSED BID PRICES OR RATES

12.1 BIDDER shall submit prices or rates in accordance with the Technical Requisition which is stipulated in Exhibit #1 – Technical Requisition/ Specification/ Datasheet of Part II - Contract documents of the ITB in the form as shown in the Attachment #2.3 – Commercial Bidding Forms and following the below guidelines:

- All bid prices/rates must be quoted in Vietnamese Dongs (VND) and/or United States Dollars (USD) where applicable and exclusive of VAT for Local BIDDER & FCWT for Foreign BIDDER. BIDDER shall refer to Attachment #2.3 – Commercial Bidding Forms for more details.
- For the avoidance of doubt, the prices/rates quoted shall **include all other remuneration** that the CONTRACTOR shall receive for its WORKS under the Contract, including but not limited to profits, CONTRACTOR costs and all Subcontractor costs and taxes.
- The prices/rates quoted shall be **based on COMPANY's requirement of terms and conditions**; therefore, BIDDER could commercialize the terms and conditions that COMPANY has proposed in attached draft CONTRACT.
- Bid prices/rates provided herein shall be **inclusive of any discount** offered to COMPANY.
- BIDDER must ensure that the Bid Value quoted shall duly include all taxes which are properly and lawfully assessed or imposed in inside and outside Vietnam on BIDDER (excluding Taxes provided in Article 13 arising out or in connection with the BIDDER's performance if BIDDER is successfully awarded the CONTRACT).
- Once specified, the unit prices shall prevail throughout the life of the CONTRACT and shall not be subject to revision by reason of cost escalation nor currency fluctuations.

13. TAXES AND DUTIES

- BIDDER's attention is drawn to the withholding tax provisions. BIDDER is responsible to seek clarification through its tax advisor on the applicability of those provisions prior to submitting the proposal.

- BIDDER shall ensure that all applicable taxes, levies and duties are incorporated in its proposal in accordance with Article 12 of the ITB.

14. EXCEPTIONS

- 14.1 If the BIDDER is at variance with any requirement of the ITB package, including any specifications and drawings referenced therein, BIDDER is to clearly identify such exception(s) in the forms TBF-12, TBF-13 and CBF-04, CBF-05 of the attached Attachment #2 – Bidding Form together with a thorough explanation of the exception(s) and BIDDER’s proposal alternate provision. Others raised by BIDDER in other parts of the Proposal will not be entertained.
- 14.2 Agreement to the terms and conditions of the enclosed CONTRACT is an important part of the Bid evaluation. BIDDERS are cautioned that any exceptions taken to the commercial terms of this ITB package including the CONTRACT Terms and Conditions may result in rejection of their proposal. Any such exception taken is to identify the specific item for which exception is taken, the reason for the exception and an alternate acceptable to BIDDER. Failure to identify exceptions to said terms and conditions shall be deemed to constitute an acceptance by BIDDER of the terms and conditions as stated.

15. ALTERNATIVE BIDS

- 15.1 Any proposal which does not conform to any requirement of or which contains provisions not required by the ITB documents may be rejected. BIDDERS may submit an alternate proposal but only on condition that it accompanies a conforming proposal. In such a case:
- The alternate proposal shall clearly indicate where it is at variance with the conforming proposal and COMPANY shall have no responsibility to discover any other qualification other than those listed in the alternate proposal; and
 - BIDDERS are to note that the submission of an alternate proposal that will offer cost optimization and/or schedule benefit but fully compliant with the requirements of ITB is actively encouraged by COMPANY.

16. BID VALIDITY

- 16.1 Bids must remain valid for a period of **One hundred and eighty (180)** calendar days from the Bid Submission Deadline as stated in Article 8.

17. BIDDING COST

- 17.1 COMPANY will not make any advance payments nor will not be responsible for any cost or expenses incurred by any Bidder in preparation of its Bid or preparation of any clarification and response during Bid evaluation, whether or not that Bidder or any Bidder is successful or in case of cancellation of the Bid.

18. FULLY COMPLIANT BID

- 18.1 For full compliance with these ITB Documents, the Bid shall be prepared and submitted in accordance with the following:

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- The Bid shall be submitted in the exact form and format as prescribed in Article 31 of this ITB and in total compliance with the requirements of the ITB Documents;
- The Bid shall be dated;
- The Bid shall show the full legal name and business address of BIDDER and shall be signed with the usual signature of the person authorized to bind the BIDDER;
- When requested by COMPANY, satisfactory evidence of the authority of any signatory or signatories on behalf of BIDDER shall be furnished; and
- Each page of all unsigned documents comprising the Commercial Proposal shall be initialed by the authorized signatory.

18.2 Notwithstanding the above requirement for a fully compliant Bid, COMPANY reserves the unconditional right to waive any minor irregularities that it may find in an otherwise compliant Bid.

19. BIDDER TO HAVE FULLY INFORMED ITSELF

19.1 In submitting a Bid, BIDDER shall be deemed:

- To have carefully examined the Bid Documents;
- Bidder's proposal shall be under one entity, consortium is allowed
- To have inspected all information about the Site and fully informed itself and made allowance in its Bid for the physical conditions, weather conditions, availability of material, equipment and labour, and all other conditions and matters that might affect the performance of the Work and the cost thereof; and
- To have made its own interpretations, deductions and conclusions as to the difficulties and cost of performing the Work and to have formulated an estimate of all facilities and other things needed to fulfil its obligations for the satisfactory performance and completion of the Work and to have allowed for same in its Bid.

20. ALTERATIONS OR ERASURES

20.1 Any alterations or erasures in the details submitted by the Bidder shall be explained and initialed by the Bidders authorized signatory.

20.2 Any errors or omissions in the Bid documents will be permitted to be withdrawn or modified only with the written consent of COMPANY. This consent may be withheld.

21. BID REJECTION

21.1 COMPANY may, at COMPANY's option, reject all proposals received or may accept any proposal which, in COMPANY's sole judgment, is the most advantageous to COMPANY. COMPANY reserves the right to accept or reject all or part of the proposal at COMPANY's discretion and will be under no obligation to explain the reasons thereof.

21.2 COMPANY is not required to give reason for any decision taken concerning the award of CONTRACT or rejection of any Bid.

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21.3 Without prejudice to the generality of the foregoing, the acceptance of the Bid shall be conditional upon it satisfies any technical audit required by COMPANY or its representatives. Such audits shall, where practicable, be conducted during the bidding period and COMPANY reserves the right to reject any Bid where BIDDER has failed to meet the COMPANY's technical standards.

21.4 Additionally, any re-bids or amendments to Bid which are unsolicited by COMPANY shall not be considered and may result in disqualification.

22. CONFIDENTIALITY

22.1 All documents and information provided to the BIDDER in relation to this ITB shall be treated as confidential and may not be disclosed to any third party without the prior written consent of the COMPANY. Bidder agrees to accept receipt of its ITB on condition that such documents and information shall not be disclosed to any third Party for any purpose other than preparation of this Bid. Bid submitted in response to this ITB and opened by COMPANY shall become the property of COMPANY.

22.2 COMPANY shall be free to copy, modify, disclose and distribute such Bids as COMPANY deems appropriate, notwithstanding copyright or other proprietary notices to the contrary which may be placed thereon. Opened Bids will not be returned to Bidder.

23. CONDITIONS AND REGULATIONS

23.1 BIDDER is responsible to become familiar with and understand the Scope of the Work to be performed including but not limited to:

- Government regulations;
- Applicable tax laws;
- Purchase Contract TERMS and CONDITIONS;
- Qualification of personnel;
- Licenses;
- Permits

24. OTHER BIDDERS

24.1 As stated in the Article 22 – Confidentiality in this ITB, Bidder must not give this ITB to any other company without prior consent of COMPANY in writing. COMPANY will reject Bids received from all uninvited companies.

25. BID BOND

25.1 Together with the Bid Proposal, BIDDER shall submit a Bid Bond (in a separate sealed envelope) in the form stipulated in GBF-05 - Bid Bond Form of Attachment #2.1 – General Bidding Form of this ITB. The value of the Bid Bond shall be at a fixed amount of **30,000.00 USD (In words: United States Dollars Thirty thousand) or the equivalent amount in Viet Nam Dong, converted at the selling exchange rate on the Bid Bond Opening Date** and issued by a reputable commercial bank accepted by COMPANY.

25.2 Failure to submit or Non-compliance with Article 25.1 such a Bid Bond shall entitle COMPANY to disqualify a Bid.

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- 25.3 In case of Consortium, the Bid Bond will be provided by one of the following two methods:
- a. Each Consortium Partner shall provide separately Bid Bond, provided always that the total value of Bid Bond shall not be lower than the amount required hereof; if Bid Bond of any Consortium Partner is invalid the Bid Proposal of such Consortium shall be rejected according to the prerequisite criteria.
 - b. The Consortium Partners agree to appoint a Consortium Partner to provide Bid Bond for the whole Consortium. In this case, the Bid Bond may include the name of Consortium or name of the Consortium Partner providing the Bid Bond for the whole Consortium provided always that the total value of Bid Bond shall not lower than the amount required hereof.
- 25.4 This Bid Bond shall remain valid until thirty (30) calendar days after the expiration of the Bid Validity Period, including any extension thereof. In the event that the COMPANY and the BIDDER agree to extend the Bid Validity Period, the BIDDER shall, within seven (7) calendar days from such agreement, either provide a replacement Bid Bond or duly extend the existing Bid Bond in accordance with Article 9."
- 25.5 The Bid Bond shall be deemed unacceptable if:
- Its value is lower than the required value,
 - Not in the required currency,
 - With shorter validity period,
 - Not submitted to the address by the time required by the ITB,
 - States an incorrect BIDDER'S Name,
 - Not original or without valid signature.
- 25.6 Bid Bond will be returned to the unsuccessful BIDDER within thirty (30) calendar days from the date of the contract signing. For the successful BIDDER, the Bid Bond will be returned when the successful BIDDER provides the Bank Guarantee.
- 25.7 In the event that BIDDER fails to comply with such instructions, COMPANY shall, at the expiry of the 7 calendar days period, be entitled to call upon the Bid Bond without further notice to BIDDER.
- 25.8 In the event BIDDER rejects to extend the Bid Validity Period, COMPANY shall:
- (i) Disqualify its Bid; and
 - (ii) Within twenty (20) calendar days after receiving such written notice, return and release the Bid Bond to BIDDER.
- 25.9 Bid Bond shall be forfeited and shall be disposed if the BIDDER:
- withdraws its Bid Proposal during the Validity Period of the Bid or any extension of validity the BIDDER has agreed to;

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- do not commence the contract negotiation, finalization or decline to do so within thirty (30) calendar days after receipt of contract award notice, or have completed the contract negotiation, finalization but refuses to sign the contract without valid reasons;
- in case of the successful BIDDER, fails to furnish the performance bond before signing the contract or before the contract comes into force.

26. BANK GUARANTEE

26.1 BIDDER's attention is drawn to ARTICLE 30 of the Part II – CONTRACT DOCUMENTS – PURCHASE CONTRACT TERMS AND CONDITIONS whereby the successful BIDDER is required to provide an irrevocable first call Bank Guarantee issued by a reputable commercial bank to COMPANY to guarantee performance of CONTRACTOR's obligation under the CONTRACT. The format of the Bank Guarantee shall be as set out in EXHIBIT #5 – CONTRACT STANDARD FORM of the Part II of this ITB.

26.2 This bond shall be issued on a commercial bank to the extent that such bank is accepted by COMPANY.

27. PAYMENT TERMS

27.1 General:

- Payment term: All payment shall be made via Telegraphic Transfer (T/T) within forty-five (45) calendar days upon receipt of undisputed invoices and supporting documents / vendor final documents approved by CLIENT.
- Currencies: Payment shall be made in **Vietnamese Dong (VND) and/or United States Dollars (USD)**.

27.2 In the case of a consortium, payments shall be made based on the proportion of work or participation percentage of each consortium member as specified in the consortium agreement.

27.3 Milestone: Payments under the contract shall be made based on the successful completion of project milestones, as stipulated in CBF-03 of Attachment #2.3 of this ITB. Each milestone shall correspond to a specific deliverable or phase of the project and will be linked to a payment percentage of the total contract value.

28. CONTRACT AWARD

28.1 The successful BIDDER will be required to enter into a formal agreement with COMPANY in accordance with the agreed Purchase Contract TERMS and CONDITIONS.

28.2 Any award as a result of this ITB will be through a properly executed contract issued by COMPANY. Prior to this, COMPANY may send the Bidder Letter of Award in order to initiate immediate placement of order. Upon receipt of the Letter of Award, BIDDER shall proceed immediately with the work mentioned in the Letter of Award.

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29. DISCREPANCY OF DOCUMENT

In the event of ambiguity, discrepancy or conflict among the documents, the following shall be the order of precedence: Invitation to Bidders, the CONTRACT Form and its Purchase Contract Terms and Conditions and then the Scope of Work.

30. CANCELLATION

COMPANY reserves the right to cancel this ITB at any time under unforeseen factors that may occur and affect directly or indirectly to the COMPANY's business provided that such cancellation is compliant with applicable laws. COMPANY shall not be obligated to provide any justification for decisions regarding the cancellation of the ITB and no payment shall be claimed by BIDDERS in any forms and whatsoever in connection with the cancellation.

31. CHECKLIST

The BIDDER must complete the checklist provided to confirm submission of all required forms and documents:

No.	Bidding Form	Responsibility for completion by BIDDER	Submitted	Not Submitted
1	2	3	4	5
A	General Bidding Forms			
GBF-01	ITB Acknowledgement Letter	X		
GBF-2.1	Proposal Letter Form (Unpriced)	X		
GBF-03	Power of Attorney Form	X		
GBF-04	Consortium Agreement Form	X		
GBF-05	Bid Bond Form	X		
GBF-06	Confidentiality Statement	X		
GBF-07	BIDDER's Company Information	X		
GBF-08	Financial Capability	X		
GBF-09	Non-Performing Contracts	X		
B	Technical and Un-Price Bidding Forms			
TBF-01	Authorized Letters from Manufactures (if BIDDER is not the Manufacture of the Package)	X		
TBF-02	BIDDER's Experience and Track record	X		
TBF-03	Technical Compliance	X		
TBF-04	Execution Plan	X		
TBF-05	BIDDER's resources	X		
TBF-06	Manpower Plan and Key Personnel (Not Applicable)	X		
TBF-07	Production Schedule	X		
TBF-08	List of manufacturer(s)/ subcontractor(s) and country of origin	X		
TBF-09	Quality Management System and HSE	X		

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No.	Bidding Form	Responsibility for completion by BIDDER	Submitted	Not Submitted
TBF-10	Completed Exhibit II Contract Price - Unpriced	X		
TBF-11	Alternative Proposals	X		
TBF-12	Exceptions and Deviation	X		
TBF-13	Exceptions to Purchase Contract Terms and Conditions	X		
C	Commercial Bidding Form			
GBF-2.2	Proposal Letter Form (Priced)	X		
CBF-01	Schedule of Price and Breakdown of Contract Price	X		
CBF-02	Bid Form CBF-02 - Schedule of Rates for Other Costs	X		
CBF-03	Bid Form CBF-03 - Payment Milestones	X		
CBF-04	Bid Form CBF-04 - Commercial Exceptions / Deviation	X		
CBF-05	Bid Form CBF-05 - Alternative Proposal	X		
CBF-06	Cost Impact Proposal	X		

Note: BIDDER to tick '√' in column Number (4) and Number (5).

32. PURCHASE CONTRACT TERMS & CONDITIONS

Purchase Contract terms and conditions will be further developed for the scope and risk profile of the work contemplated, taking full account of overall monetary value of the contract. The Purchase Contract terms and conditions will include all generally accepted industry standard provisions for parent of COMPANY guarantees, performance and/or retention bonds, liquidated damages and warranty.

33. HISTORY OF NON-PERFORMING CONTRACTS DUE TO BIDDER DEFAULT

33.1 Non-performing contract for Diesel Engine Generators (DEG) due to bidder default includes:

- The contract is concluded by the CLIENT to be unfulfilled by the bidder and the bidder does not object.
- The contract is concluded by the CLIENT to be unfulfilled by the Bidder, not accepted by the bidder, but was concluded by the arbitrator or court in a direction unfavorable to the bidder.

33.2 Non-performing contracts do not include contracts where the CLIENT's decision has been overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the bidder have been exhausted. Contracts that are behind schedule due to the bidder's default but still completed are not considered non-performance.

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33.3 For a joint venture in which only one or several members of the joint venture violate and are prohibited from participating in bidding activities as prescribed in Clause 1, Article 125 of Decree No. 24/2024/NĐ-CP, the remaining member of the joint venture shall not be considered as having failed to fulfill the contract due to the bidder default. In case one or several members of the joint venture violate the contract, are no longer capable of continuing to perform the contract, seriously affecting the progress, quality and efficiency of the bid package, only one or several members of the joint venture who violate the contract shall be considered as having failed to fulfill the contract, the remaining member shall not be considered as having failed to fulfill the contract due to the bidder default.

34. TAX LIABILITIES

34.1 The bidder shall provide documents proving that it has fulfilled its obligations to declare and pay corporate income tax (personal income tax for bidders who are household businesses) of the fiscal year closest to the deadline for submission of bids. The obligation to fulfilled the tax liabilities is to pay tax with the tax value corresponding to the tax rate, taxable income, and taxable turnover declared by the bidder on the Electronic tax payment services (the amount of tax paid corresponds to the amount of tax payable); in case of tax payment delay, tax exemption, or tax reduction according to State policy, this regulation shall apply. The bidder shall submit the following documents:

- Tax payment declaration (or tax authority's payment notice for household businesses) and Tax authority's confirmed payment slip printed from the electronic tax payment services or
- Tax payment declaration (or tax payment notice from the tax authority for household businesses) and confirmation from the tax authority on tax liabilities fulfilment.

34.2 In case the deadline for submission of bids is after the end date of the bidder's fiscal year (year Y-1) and before or on the last day of the third month from the end date of year Y, the request has fulfilled the tax payment declaration and payment obligations applicable to the fiscal year before year Y (year Y-1).

35. EXPERIENCE IN IMPLEMENTING CONTRACTS FOR DIESEL ENGINE GENERATORS (DEG)

The Manufacturer (diesel generator / AC generator) shall provide the Manufacturer's track record showing the experience of supplying at least three (3) similar projects for Diesel Engine Generator in the recent ten years (Offshore Oil & Gas Service).

The Packager shall provide both Manufacturer's track record as described above and Packager's track record showing the experience of design, engineering, fabrication Enclosure & integrating Control systems in at least one (1) similar project for Diesel Engine Generator in the recent ten years (Offshore Oil & Gas Service)

36. COUNTRY OF ORIGIN

There is no limitation or restriction on the country of origin of the Goods. However, the Goods must be produced by a proven quality-tracked manufacturer as the following:

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- (i) Main equipment (diesel engine, AC Generator) originated from EU/ G7 and;
- (ii) Auxiliary equipment (generator control panel, electric and hydraulic starting system, fire suppression system, diesel day tank, etc) shall be originated from EU/ G7/ ASEAN.

The complete package shall be preferably assembled, integrated, painted and tested in EU/ G7/ ASEAN countries.

Other Country of Origin shall be subjected to Company approval based on experience of Manufacturer in supplying similar material to Oil & Gas Operator and/ or Oil & Gas EPCI Contractors as per ITB's requirement

37. WARRANTY

The WARRANTY shall be for a period of 12 months from the date the Package is deemed to be placed in service based on the Provisional Acceptance Protocol approved by the CLIENT, but shall in no event exceed eighteen (18) months from the date of delivery to the contracted destination.

38. LIST OF MANUFACTURER(S) / SUBCONTRACTOR(S) AND COUNTRY OF ORIGIN

The Bidder shall provide the list of Manufacturer(s)/Subcontractor(s) for all major components and materials with details (manufacturer name, model, and country of origin) according to TBF-08, together with supporting letter(s) from each Manufacturer/Subcontractor confirming their engagement in this project.

39. AUTHORIZATION/ CONSORTIUM

Bidder must obtain COMPANY's approval for participating in the bid in form of consortium or authorizing other companies to bid on behalf of Bidder. In such case the following documents must be submitted for COMPANY's review:

- Official request for consortium bid or bid authorization;
- Consortium agreement between the consortium partners specifying responsibilities (joint and several) of each Consortium Partner in implementing the Bid, rights and scope of work and respective value of each Consortium Partner, including the Leading Consortium Partner and its responsibility, place and date of signing the Consortium Agreement, signatures and seals (if any) of Consortium Partners. If the Consortium Partner is authorized as the Leading Partner to sign the Proposal Letter, this effect shall be stated in the Consortium Agreement) (GBF -04 – Consortium Agreement Form);
- Qualification documents for partner/ authorized companies including company profile, experience list, 03 latest annual financial reports.

Additionally, each Consortium Partner must:

- provide the full names and registered addresses of all partners and be signed by an authorized officer.

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- to provide the documents and to meet the requirements mentioned in Clause 8 above.

40. SIGNING OF THE BID

Each Bid shall provide the registered address of the Bidder and be signed by an authorized signatory.

- When requested by COMPANY, satisfactory evidence must be provided of the authority of the person signing on behalf of the Bidder.
- The name and designation(s) of each person signing must also be typed or printed below the signature.