

INVITATION TO BID

Bidding package No: DVN-DV-4947/25-XL-DA

Title of bidding package: Provision of pile monitoring and dynamic testing service

Name of the project: Thien Nga Hai Au Project

Issued on: 19/01/2026

Issued including Decision: 42/HST-TTĐV



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BRIEF DESCRIPTION

Part 1. BIDDING PROCEDURES

Chapter I. Instructions to bidders

This Chapter provides information to help bidder in preparation of Bid Proposal. Information includes rules of preparation, submission of Bid Proposal, bid opening, bid evaluation and contract award. Chapter I contains provisions that are to be used without modification.

Chapter II. Bidding data sheet

This Chapter specifies in detail contents of Chapter I for applying for each bidding package.

Chapter III. Bid evaluation criteria

This Chapter includes criteria for evaluation of Bid Proposal.

Chapter IV. Bidding forms

This Chapter includes forms that bidder shall complete to form a part of Bid Proposal.

Part 2. TECHNICAL REQUIREMENTS

Chapter V. Technical requirements

This Chapter includes scope, progress of services supply, technical requirements, drawing for description the specification of services.

Part 3. TERMS AND CONDITIONS OF CONTRACT AND CONTRACT FORMS

Chapter VI. General Conditions of Contract

This Chapter includes general conditions applied for all contracts of various bidding packages. Chapter VI contains common provisions that are completed by awarded bidder before contract comes into effect.

Chapter VII. Particular Conditions of Contract

This Chapter includes contract data and specific conditions, which specifies detailed conditions for each contract. Particular conditions of contract are to be modified and supplemented but not to replace general conditions of contract.

Chapter VIII. Contract forms

This Chapter includes forms which, once completed, shall become integrated part of contract. Templates of contract performance guarantee (Performance Bond) and Advance payment guarantee (if any) are completed by awarded bidder before contract comes into effect.

Part 4. APPENDICES

- Scope of services;
- Technical requirements;
- Technical evaluation criteria;
- Other technical documents, ... + link for reference (if any).



ABBREVIATION

ITB	Instructions to Bid
BDS	Bid data sheet
GCC	General conditions of contract
PCC	Particular conditions of contract
VND	Vietnam Dong
USD	US Dollar
EUR	European currency



Part 1. BIDDING PROCEDURES

Chapter I. INSTRUCTIONS TO BIDDERS

1. Scope of bid	<p>1.1. Employer as specified in the BDS issues this Invitation to Bid for selection of Bidder to implement bidding package for supplying of services following single-stage one-envelope procedure.</p> <p>1.2. Title of the bidding package; number, quantity of parts (in case bidding package is divided into many independent parts) belongs to bidding package as specified in BDS.</p> <p>1.3. Time for implementation of contract as specified in the BDS.</p>
2. Explanation of terms used in bidding	<p>2.1. The Deadline for bid submission is the deadline for submission bids and is specified in the Invitation to Bid.</p> <p>2.2. Day refers to Gregorian calendar day, including weekends, holidays, and Tet holidays according to the provisions of labor law.</p> <p>2.3. Time and date is the time and date in the GMT + 7</p>
3. Source of funds	Source of funding (or method of capital arrangement) for bidding package as specified in BDS.
4. Prohibited acts in bidding	<p>4.1. Offering, giving, receiving or taking a bribe;</p> <p>4.2. Abusing positions or entrusted power to influence or illegally intervene in bidding process in any form;</p> <p>4.3. Collusive practice, including:</p> <p>a) Reaching, with or without undue influence, an arrangement or agreement which is designed to let one or more parties to prepare bids for all bidders or to withdraw submitted bids so that one of them will win the bid;</p> <p>b) Reaching an arrangement or agreement on refusal to supply goods or services, or subcontract, or reaching other agreements to limit competition so that one party will win the bid;</p> <p>c) A bidder or investor with appropriate qualifications and experience has submitted a bid and meets the requirements laid down in the Invitation to Bid but deliberately refuses to provide additional documents proving their capacity and experience at the Vietsovpetro's request for clarification of the bid or verification of their submitted documents with the aim of facilitating one party's winning of the bid.</p> <p>4.4. Fraudulent practice, including:</p> <p>a) Forging or falsifying information and/or documents used in bidding;</p> <p>b) Deliberately providing information and documents which are not accurate or objective in bids or proposals with the aim of falsifying the contractor selection result.</p> <p>4.5. Obstructive practice, including:</p> <p>a) Destroying, deceiving, altering or concealing of evidence or making false statements; threatening, harassing or intimidating any party to prevent the verification or investigation into a corrupt, fraudulent or</p>



collusive practice made with a supervision, inspection or audit authority;

b) Obstructing the competent person, employer, Vietsovpetro, bidders in the course of contractor selection;

c) Impeding competent authorities' rights of supervision, inspection or audit of bidding activities;

d) Deliberately making false complaints, denunciations or petitions with the aim of impeding bidding process;

e) Acts of violation against laws and regulations on cybersecurity and safety intended to intervene or impede the online bidding process.

4.6. Inequality and non-transparency, including:

a) A bidder of a package or investment project is also Vietsovpetro or employer or takes charge of performing tasks of Vietsovpetro or employer of that package or investment project, violating against the regulations stated in Point 5 ITB;

b) A person or entity concurrently engages in the preparation and appraisal of Invitation to Bid, or RFP of the same package or investment project;

c) A person or entity concurrently engages in the evaluation of bids or proposals and the appraisal of the contractor selection result of the same package or investment project;

d) A person who is working for Vietsovpetro/employer directly engages in the contractor selection, or acts as a member of the expert team or appraising team in charge of appraising the contractor selection result, or is a competent person or head of Vietsovpetro/employer, for a package or investment project for which his/her family relative, as defined in the Law on enterprises, directly submits a bid or acts as the legal representative of a bidder;

e) A bidder submits a bid for a procurement, construction or non-consulting service package for which the bidder is also acting as a consultant on preparation, verification and appraisal of cost estimate, technical design, building drawings and designs, front-end engineering design (FEED); preparation and appraisal of Invitation to Bid; evaluation of bids; inspection of goods; appraisal of contractor selection result; supervision of contract execution;

f) A person acts as a bidder for a package of a project or investment project of Vietsovpetro or employer for which he/she worked and held the executive or managerial position within 12 months from the date of his/her resignation therefrom;

g) A supervision consultant also acts as the inspection consultant of the same package.

4.7. Unauthorized disclosure of the following information and documents on the contractor selection:

a) Contents of Invitation to Bid before they are issued as prescribed;

b) Contents of Bids, notebooks, minutes of bid evaluation meetings, comments and evaluations for each Bids before publishing contractor selection result;



	<p>c) Content of request for clarification of Bid proposals of Vietsovpetro and responses of bidders during the evaluation process of Bid proposals before publishing the contractor selection result;</p> <p>d) Report of Vietsovpetro, report of the expert group, appraisal report, report of consulting bidder, report of relevant professional authorized organization during the contractor selection process before publishing the contractor selection result;</p> <p>e) The contractor selection result before it is disclosed as prescribed;</p> <p>f) Other documents in the contractor selection process, which are stamped confidential according to the provisions of Regulation No. VSP-000-TM-238.</p> <p>4.8. Illegal transfer of awarded contract:</p> <p>The contractor transfers to other contractor(s) a volume of tasks of the package worth more than 10% of package value; or worth less than 10% of package value but more than 02 million USD (after deducting the work part of the subcontractor's responsibility as declared in the contract), calculated on the signed contract price.</p>
<p>5. Eligibility of bidders</p>	<p>A bidder that is an organization shall be deemed to be eligible if complying the following requirements:</p> <p>a) It is required to have registration and operational license granted by the competent government body of the country in which it is operating.</p> <p>b) It must keep independent accounting records;</p> <p>c) It is not undergoing dissolution process or subject to revocation of enterprise registration certificate, cooperative/cooperative union/artel registration certificate; is not facing insolvency as prescribed by the law on bankruptcy;</p> <p>d) It must ensure competitiveness in bidding as prescribed in BDS;</p> <p>e) It is not being prohibited from participating in bidding;</p> <p>f) It is not liable to criminal prosecution;</p>
<p>6. Contents of Invitation to Bid</p>	<p>6.1. The Invitation to Bid consists of Parts 1, 2, 3 and 4 accompanied with documents of Bid Proposal amendment as specified in ITB 7 (if any) including as follows:</p> <p>Part 1. Bidding procedures:</p> <ul style="list-style-type: none"> - Chapter I. Instructions to Bidders (ITB); - Chapter II. Bidding Data Sheet (BDS); - Chapter III. Bid Proposal Evaluation Criteria; - Chapter IV. Bidding Forms. <p>Part 2. Technical Requirements:</p> <ul style="list-style-type: none"> - Chapter V. Technical Requirements. <p>Part 3. Conditions and Forms of Contract</p> <p>This Part includes terms, conditions, data and forms that constitute the complete contract.</p> <p>Part 4. Appendices</p> <p>6.2. Vietsovpetro is not responsible for the preciseness, completeness of the Invitation to Bid, explanation for clarification documents, minutes of pre-tender conference (if any) or amendment of Invitation to Bid as prescribed in ITB 7 if these documents are not obtained from Vietsovpetro. In case of any contradiction, documents issued by Vietsovpetro shall prevail for consideration and evaluation.</p>



	<p>6.3. The bidder is expected to examine all instructions, forms, supply requirements and other requirements in the Invitation to Bid, including the contents of amendment, clarification of the Invitation to Bid, the minutes of the pre-bid conference (if any) for preparation Bid Proposal including all information or documentation as required by the Invitation to Bid.</p>
<p>7. Clarification, amendment of Invitation to Bid</p>	<p>7.1. The amendment of the Invitation to Bid shall be made as prescribed in BDS prior to the deadline for bid submission by issuing the written documentation for amendment in accordance with the methods as prescribed in BDS. To give bidders reasonable time in preparing their Bid proposal, Vietsovpetro may, at its discretion, extend the deadline for bid submission.</p> <p>7.2. Any bidder who needs clarification of the ITB shall send a written request to Vietsovpetro in a minimum period of time as prescribed in the BDS prior to date of deadline for bid submission in order that Vietsovpetro shall take consideration. After receiving the written request for clarification by the deadline, Vietsovpetro shall make a written clarification response in a minimum period of time as prescribed in BDS, that specifying clarification content request without specifying the name of the requesting bidder, and send it to every bidder who have received the ITB from the Vietsovpetro. If the clarification leads to amendment ITB, Vietsovpetro shall amend the ITB in accordance with ITB 7.1.</p> <p>7.3. If necessary Vietsovpetro hold pre-bidding conference to discuss the contents in Bidding Document in which the bidders are unclear as stipulated in BDS. Vietsovpetro shall send an invitation to the pre-bidding conference to all bidders who have received the Invitation to Bid and post it on the System. The discussion shall be formally recorded as minutes of clarification which shall be sent to all bidders who have bought or acquired Invitation to Bid from Vietsovpetro.</p> <p>7.4. In case the Invitation to Bid is required to be modified after the pre-tender conference, Vietsovpetro shall issue a written document for amendment as specified in ITB 7.1, minutes of pre-bidding conference is not the amendment of Invitation to Bid.</p> <p>7.5. No participation in pre-bidding conference or without a confirmation letter that bidder having participated in pre-bidding conference is not the reason to reject the Bid proposals' bidder.</p>
<p>8. Cost of bidding</p>	<p>The bidder shall bear all costs associated with the bidding process (the preparation and submission of its Bid Proposal). Vietsovpetro shall not be liable for those cost under any circumstances.</p> <p>Cost of bidding as specified in the BDS.</p>
<p>9. Language of Bid Proposal</p>	<p>The bid proposal, as well as all correspondence and documents relating to the bid proposal exchanged by the bidder and Vietsovpetro, shall be written in English. Any supporting documents in bid proposal can be written in other languages and concurrently attached with translation in English. In case of no translation, if necessary, Vietsovpetro may ask bidder for supplementation of documents.</p>
<p>10. Documents comprising the bid proposal</p>	<p>The Bid Proposal consists of the following:</p> <p>10.1. Application for bidding in accordance with ITB 11;</p> <p>10.2. Consortium agreement in case the bidder is Consortium in accordance with Template No. 3, Chapter IV – Bidding forms;</p> <p>10.3. Bid Bond, in accordance with ITB 18;</p>



	<p>10.4. Proof documents for eligibility of bidder in accordance with ITB 5;</p> <p>10.5. Proof documents for eligibility of signatory under the Application for bidding, in accordance with ITB 20.3;</p> <p>10.6. Proof documents for capacity and experience of bidder, in accordance with ITB 16;</p> <p>10.7. Technical proposals and proof document for service qualification, in accordance with ITB 15;</p> <p>10.8. Financial proposals and price schedules with full information, in accordance with ITB 11 and 13;</p> <p>10.9. Proposals of technical alternatives, in accordance with ITB 12 (if any);</p> <p>10.10. Other contents as specified in BDS.</p>
11. Application for bidding form and price schedules	The application for bidding form and respective price schedules shall be prepared using the relevant forms furnished in Chapter IV, Bidding Forms.
12. Proposals of Technical alternatives	<p>12.1. In case Invitation to Bid stipulates in BDS for probability of technical alternatives, then those technical alternatives shall be considered and evaluated. The bidder is required to clearly state the main offer and the alternative offer in the bidding proposal.</p> <p>12.2. Technical alternatives are only considered when main solution meets requirements and bidder is ranked first. In this case, bidder shall provide all information necessary for evaluation of the alternatives by Vietsovpetro, including notes, drawings, technical specifications, progress of supply and other relevant information. The evaluation of technical alternatives in accordance with Section 5 Chapter III – Bid Proposal Evaluation criteria.</p>
13. Biding prices and discounts	<p>13.1. Bidding price stated in the Application for bidding and in the bidding price tables with discounts must comply with the regulations as specified in this Section:</p> <p>a) The bidding prices means the price stated in Application for bidding, including all costs for implementation of bidding package (not including discounts) as prescribed in Part 2 – Technical Requirements.</p> <p>b) In case the bidding packages is not divided into independent parts, on condition that bidder offers discount, this can be offered directly in Application for Bidding or put in separate letter for discount. Bidder has to specify the content of discount and details of discount allocation into specific items in columns of “List of goods”, “Services description”. In case details are not provided, the discount is assumed to apply uniformly for all items in the columns of “List of goods”, “Services description”. Letter for discount (if any) can be submitted with Bid Proposal or separately provided that Vietsovpetro receive prior to Deadline for bid submission.</p> <p>c) Bidder shall submit Bid Proposal for all work described in ITB 1.1 and offer unit prices, extended amount for work specified in columns of “List of services”, “Services description” in accordance with respective template prescribed in Chapter IV – Bidding forms. In case columns “Unit price” and “Extended amount” are not offered or offered “0”, it is assumed that bidder allocates prices of these goods and services into others prices of those in bidding package, bidder is responsible to provide goods, services in accordance with requirements of Invitation to Bid and not receive payment from Vietsovpetro during</p>



	<p>implementation of contract. Bidder is required to offer prices in each Price schedules.</p> <p>13.2. In case bidding package is divided into independent parts and bidder is allowed bidding in each part specified in BDS, bidder is able to bid for one or many parts of bidding package. Bidder has to bid all work of such part which the bidder attends. Should the bidder offer discount, bidder shall specify details and prices of discount in each part as per ITB 1.2.</p> <p>13.3. The bidder shall be responsible for the bidding price quoted to perform and complete the work in accordance with the requirements as stated in the Invitation to Bid. In case the bidder offer a low unit price in abnormal manner which affecting to the quality of the bidding package, the Vietsovpetro may require the bidder to clarify the feasibility of such abnormal unit price.</p> <p>13.4. Bidder's bidding price quoted shall include all taxes, fees and charges (if any) in response to tax rates, expenses, fees at the time of 28 days prior to the stipulated deadline for bid submission. In case bidders announce bidding prices not including taxes, fees, charges (if any), bidders' Bid Proposal shall be rejected.</p> <p>13.5. Bidders offer the bidding price as stipulated in BDS.</p>
14. Currencies of Bid and Payment	<p>14.1. The currency of the bid shall be offered in VND/USD/EUR. Cost incurred inside Vietnam shall be offered in VND. Cost incurred outside Vietnam shall be offered in VND/USD/EUR. Bidders have to offer by only one currency for a specific work. In case bidding price is offered in foreign currency, bidder has to prove that the respective work has been using foreign currency.</p> <p>14.2. The currency of payment for work items shall correspond with the currency of bid for those items. Domestic costs are only paid in VND.</p> <p>14.3. The currency for conversion of different bidding prices from various currencies into unique currency for evaluation and comparison is: VND/USD applying the selling rate stated by Vietcombank on the date when the bid is closed. If all bidding prices are in foreign currency, then bid evaluation and comparison shall be done in USD. In the event that one of bidding prices is in VND, then bid evaluation and comparison shall be done in VND.</p> <p>14.4. Without prejudice to any terms mentioned above and relevant applicable laws, contract currency for domestic bidders shall be in VND, applying the selling rate stated by Vietcombank on the date when the bid is closed.</p>
15. Documents establishing the conformity of the technical specifications and standards	<p>15.1. To establish the eligibility of the services in accordance with Invitation to Bid, the bidder shall furnish as part of its Bid Proposal the documentary evidence that the services conform to the technical specifications and standards specified in Chapter V – Scope of services.</p> <p>15.2. Standards for service supplying specified by Vietsovpetro in the Chapter V – Scope of services, are intended to be descriptive only and not restrictive. The bidder may offer other standards of quality for service, provided that it demonstrates, to Vietsovpetro's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Chapter V – Scope of services.</p>
16. Documents establishing the capacity and	<p>16.1. The bidder shall provide necessary information in templates in Chapter IV – Bidding Forms in order to demonstrate capability and experiences for performance of contract as specified in Chapter III –</p>



<p>experiences of the bidder</p>	<p>Bid Proposal evaluation criteria. The bidder shall prepare original documents for verification if Vietsovpetro requires.</p> <p>In case application of pre-qualification, if there are changes in capacity and experience when submitting the bid proposal in comparison with the information in the evaluated pre-qualification documents, the bidders must update their capability and experience; in case there is no change in bidders' capacity and experience, the bidders must send a written commitment that they still satisfy the bidding package's requirements.</p> <p>16.2. The documentary evidence of the bidder's capacity to perform the contract if its bid proposal is accepted.</p> <p>16.3. If pre-qualification has been applied to a bidding package, if there is a change in the contractor's capacity and experience when submitting the Bid Proposal and participating in the pre-qualification, their capacity and experience must be updated.</p>
<p>17. Period of validity of Bid Proposal</p>	<p>17.1. Bid Proposal shall remain valid not shorter than the period specified in the BDS. Bid Proposal with shorter validity period shall not be considered and evaluated by Vietsovpetro.</p> <p>17.2. In exceptional circumstances, prior to the expiration of the bid proposal's validity period, Vietsovpetro may request bidders to extend the period of validity of their Bid Proposal. The Bid Bond as also requested shall be extended for 30 days beyond the deadline of the extended validity period. If a Bidder refuses to extend its Bid Proposal validity as required, the Bid Proposal shall not be further considered and the Bid Bond shall be returned to bidder. The bidder have accepted Vietsovpetro's extension request shall not be permitted to modify any contents of its Bid Proposal, except for the extension of the validity of the Bid Bond. The extension request and acceptance or non-acceptance shall be show in writing.</p>
<p>18. Bid Guarantee</p>	<p>18.1. When attending the bid, prior to deadline for bid submission, the bidder shall implement bid guarantee and attach it to Bid proposal under the following forms:</p> <ul style="list-style-type: none"> a) A form unconditional guarantee issued by a bank or financial institution which is legally operating in Vietnam or foreign bank branches established under Vietnamese law in accordance with ITB 18.2; b) Or pay a deposit or bank transfer to VSP's account as specified in BDS 18.2; c) Or submit a certificate of surety bond insurance issued by a domestic non-life insurer or branch of a foreign non-life insurer duly established under the law of S.R. Vietnam. <p>In the case of a bank guarantee, the bid security shall be submitted either using the Bid Bond Forms - 04(a) or 04(b) included in Chapter IV - Bidding Forms or in another substantially similar format with full basic contents of Bid Bond.</p> <p>In case the validity of Bid proposal is extended as specified in ITB 17.2, the Bid bond's validity shall be accrodingly extended. In case of consortium bidder, all partners of consortium shall implement the same form of Bid bond.</p> <p>In case of Consortium, the Bid Bond shall comply with one of the following:</p> <ul style="list-style-type: none"> a) Each Consortium partner shall provide a separate Bid Bond; however, the aggregate amount of Bid Bond submitted by all Consortium partners is not less than the required amount specified in



ITB 18.2. If the Bid Bond of any Consortium partner is determined to be invalid, the bid of the Consortium shall not be considered and evaluated further. If any Consortium partner is in breach of the rules resulting in without return of Bid Bond in accordance with ITB 18.5, then bid securities of all Consortium partners shall not be returned.

b) All partners of the Consortium shall nominate one partner to arrange a single Bid Bond for itself and all other partners in the Consortium. In this case, the Bid Bond shall be in the name of the Consortium or the name of the partner who arranges the Bid Bond for the entire Consortium provided that the total amount is not less than the required amount in BDS of ITB 18.2. If any Consortium partner is in breach of the rules resulting in without return of the Bid Bond in accordance with ITB 18.5, the Bid Bond shall not be returned.

18.2. Amount, currency and valid period of the Bid Bond shall be as specified in the BDS.

18.3. The Bid Bond shall be considered illegitimate in one of following cases: having lower value, with shorter valid period as specified in ITB 18.2, incorrectly states the name of the beneficiary not original and without legitimate signature, signed before Vietsovpetro issues the Invitation to Bid or accompanied with adverse condition for Vietsovpetro (including not fully committed with content of the Bid Bond Forms – 04A, 04B, 04C in Chapter IV). In case of using a letter of guarantee or certificate of insurance, the letter of guarantee or certificate of insurance must be provided, signed and stamped (if applied) by one of the following: a lawful representative of a domestic credit institution, a branch of a foreign bank established under Vietnamese law, a domestic non-life insurance enterprise, a branch of foreign non-life insurance enterprise established under Vietnamese law. In case of using a letter of guarantee (of deposit/transfer to Vietsovpetro's account), the letter must be signed and stamped by the legal representative of the contractor.

18.4. Unsuccessful bidder shall be returned or released the Bid Bond in the maximum duration specified in the BDS since the date for notification of result of selecting bidder. For successful bidder, the Bid Bond shall be returned or released after the bidder furnishes the contract performance guarantee.

18.5. The Bid Bond shall not be returned in one of following cases:

a) After the deadline for bid submission and during the validity period of the bid, the bidder withdraws their bid or gives a written refusal to perform one or some tasks proposed in their bid in accordance with the requirements laid down in the Invitation to Bid;

b) The bidder performs any of the prohibited acts specified in Point 4 ITB or commits violations of the bidding law resulting in bid cancellation as prescribed in Point 32 ITB;

c) The successful bidder fails to furnish the required performance security as prescribed Point 37 ITB;

d) The first ranked contractor is invited to negotiate the Contract. Within seven (07) days from the date of receipt of the invitation to negotiate the contract from Vietsovpetro, the bidder does not come to negotiate or refuses to negotiate the contract or offers conditions different from the contents. content in the Bid proposal or withdrawing commitments in the Bid proposals leading to unsuccessful contract



	<p>negotiations, the Bid bond shall be not returned to bidder, except in cases of force majeure;</p> <p>e) The bidder fails or refuses to complete the contract within twenty (20) days from the date of receipt of notification of Bid award from Vietsovpetro, except in cases of force majeure;</p> <p>f) The bidder refuses to sign the contract within ten (10) days from the date of completion of the contract, except in cases of force majeure.</p> <p>18.6. In case the bidding package is divided into a number of independent parts, Bidder can choose Bid Bond for individual part or combination of parts as follows:</p> <p>a) Bid Bond for all parts/ combination of parts, value of Bid Bond should be equal to Sum of Bid Bond value with respective parts. In case that value of Bid Bond is less than Sum of those Bid Bond value with respective parts, Vietsovpetro has the right to decide Bid Bond is used for which part of package attended by Bidder.</p> <p>b) Bid Bond for individual part attended by Bidder.</p> <p>In case that Bidder violates and the Bid Bond shall not be returned as per ITB 18.5, non returned value of Bid Bond is calculated on the part that Bidder violates.</p>
<p>19. Deadline for bid submission</p>	<p>19.1. The deadline for bid submission is the time specified in the BDS.</p> <p>19.2. Vietsovpetro may at its discretion, extend the deadline for the submission of Bid Proposal by amending the Invitation to Bid in accordance with ITB 8, in which case all rights and obligations of Vietsovpetro and bidders previously subject to the deadline shall thereafter be subject to the new deadline as extended.</p> <p>19.3. The bidder submits directly or delivers the Bid Proposal to Vietsovpetro address provided that it arrives before deadline for bid submission specified in the BDS. Vietsovpetro receives Bid Proposal of all bidders before deadline for bid submission, including the case bidder has not bought or received the Invitation to Bid from Vietsovpetro. For such case, the bidder shall submit the remittance, evidencing the transfer of monetary amount accounting for selling price of bidding document at the moment of submission of Bid Proposal, but must be ensured before the deadline for bid submission.</p> <p>19.4. The method of purchasing and submitting Bid Proposal is specified in the BDS.</p> <p>19.5. Vietsovpetro may at its discretion, extend the deadline for the submission of Bid Proposal by amending the Invitation to Bid in accordance with ITB 7.3, in which case all rights and obligations of Vietsovpetro and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.</p> <p>19.6 Vietsovpetro shall not consider any bid proposal that arrives after the deadline for bid submission. Any bid proposal received by Vietsovpetro after the deadline for bid submission shall be declared late, rejected, and returned unopened to the bidder.</p>
<p>20. Submission, withdrawal, substitution and amendment of Bid Proposal</p>	<p>20.1. The bidder shall prepare Bid Proposal comprising: one original as specified in ITB 10 and some copies with amount mentioned in the BDS. The cover of dossier shall be marked clearly “ORIGINAL OF BID PROPOSAL”, “COPY OF BID PROPOSAL”.</p> <p>In case of amendment, alternative of Bid Proposal, the bidder shall prepare one original and some copies of dossier with amount specified in the BDS. The cover of dossier shall be marked clearly “ORIGINAL</p>



OF AMENDED BID PROPOSAL”, “COPY OF AMENDED BID PROPOSAL”, “ORIGINAL OF ALTERNATIVE”, “COPY OF ALTERNATIVE”.

In case of technical alternative in the Bid Proposal specified in ITB 12, the bidder shall prepare one original and some copies with amount mentioned in BDS. The cover of dossier shall be marked clearly “ORIGINAL OF TECHNICAL ALTERNATIVE”, “COPY OF TECHNICAL ALTERNATIVE OPTION”.

20.2. Bidders shall be responsible for the appropriateness of the copies compared to the original. In case of deviation between original and copy but without changing the bidder ranking, the original shall be used for evaluation. In case of deviation between original and copy leading to different results in evaluation of original and the copy, and resulting change in the bidder ranking, the Bid Proposal of that bidder shall be rejected.

20.3. The original of Bid Proposal shall be typed, printed with inerasable ink, with continuous page numbers. The application for bidding form letter, letter of discount (if any), supplementary documents, clarifying the Bid Proposal, price offer list and other forms in Chapter IV – Bidding forms shall be signed and stamped by the bidder's legitimate representative or the bidder's legitimate attorney (if any), in case of attorney, letter of attorney specified in Template 02, Chapter IV – Bidding forms or certified copy of company charter, decision on establishment of branch or other documents to demonstrate power of attorney shall be submitted with the Bid Proposal.

20.4. In case of Consortium bidders, Bid Proposal shall be signed by legal representative of all partners in Consortium or legal partner representating Consortium bidders according to Consortium agreement. In order that all partners of Consortium to be legally bound, Consortium agreement must be signed by legal representatives of all partners of Consortium.

20.5. Any words added, written between lines, erased, overwritten shall only be deemed legitimate if having signature nearby or in that page of signatory on the application for bidding letter.

20.6 The envelope of Bid Proposal comprises of original and copies, duly marking “BID PROPOSAL”.

In case of amendment, alternative of Bid Proposal, then the amended, alternative document (including original and copies) shall be placed in separated envelopes other than the envelope for Bid Proposal, clearly marking “AMENDMENT OF BID PROPOSAL”, “ALTERNATIVE BID PROPOSAL”.

In case the bidder proposes an alternative technical plan, the entire alternative technical plan, including technical proposals and price proposals, must be contained in separate envelopes from the Bid Proposal envelop, the outside must clearly state "PROPOSED ALTERNATIVE TECHNICAL OPTION".

The envelopes: for Bid Proposal; amended Bid Proposal, proposed alternative technical options (if any) must be sealed. Sealing method is according to the bidders' own regulations.

20.7. The envelopes shall:

a) bear the name and address of the bidder;



	<p>b) be addressed to Vietsovpetro in accordance with BDS;</p> <p>c) bear title of bidding package in accordance with ITB 1.2;</p> <p>d) bear a warning “not to open before the time and date for bid opening”.</p> <p>20.8. The bidder shall be responsible for aftermath or disadvantages if is not in accordance with this Invitation to Bid such as not sealing or losing seal of Bid Proposal during delivery to Vietsovpetro, not marking right information on envelopes of Bid Proposal as specified in ITB 20.6 and ITB 20.7. Vietsovpetro shall not be responsible for confidentiality of information in Bid Proposal if the bidders do not comply with above requirements.</p> <p>20.9. Vietsovpetro shall not consider any Bid Proposals submitted after the Deadline for bid submission. Any Bid Proposals received by Vietsovpetro after the Deadline for bid submission shall be declared late submission, be rejected and be returned unopened to the Bidder.</p> <p>20.10. After submitting the Bid Proposals, the Bidders may amend, replace or withdraw the Bid Proposals by sending a written notice signed by the bidder's legal representative, in case of attorney, a power of attorney letter must be enclosed as prescribed in ITB 20.3. Dossier for amendment or replacement of Bid Proposal must be enclosed with a written notification of the corresponding amendment, replacement and must ensure the following conditions:</p> <p>a) Being prepared by the Bidders and being submitted to the Vietsovpetro in accordance with ITB 20, the dossier containing the notification must be clearly stated "AMENDMENT OF BID PROPOSAL" or "SUBSTITUTION OF BID PROPOSAL" or "WITHDRAWAL OF BID PROPOSAL ";</p> <p>b) Being received by Vietsovpetro before the Deadline for bid submission as stipulated in ITB 19.</p> <p>20.11. The Bid Proposals which the bidder requests to withdraw in accordance with ITB 20.10 shall be returned unopened to the bidder.</p> <p>20.12. The Bidder is not allowed to modify, replace or withdraw the Bid Proposal after the Deadline for bid submission until the expiration of the Bid Proposal's validity as stated in the application for bidding form letter or until the expiration of the extended validity of the Bid Proposal.</p>
<p>21. Bid opening</p>	<p>21.1. Except in the cases specified in ITB 20, Vietsovpetro shall publicly open and read out, clearly information in accordance with ITB 21.3 of all Bid Proposal received before the deadline for submission of bids. The bid opening shall take place publicly at time and place specified in the BDS in the presence of bidders and representatives of related organizations. The bid opening does not depend on presence or absence of bidders' representatives attending the bid.</p> <p>21.2. In case bidder requests withdrawal or substitution of Bid Proposal, Vietsovpetro shall firstly open and read out clearly information in envelope of which outer notification marks “WITHDRAWAL OF BID PROPOSAL”, the envelope of Bid Proposal of bidder with request for withdrawal shall remain sealed and be returned unopened to Bidder. Vietsovpetro shall not accept the Bidders' withdrawal of the Bid Proposal and still open such the Bid Proposal if the written notice of "Withdrawal of Bid Proposal" does not include documents providing</p>



	<p>that the person signing such documents is the bidder's legal representative and must be publicly announced during the bid opening. Next, Vietsovpetro shall open, read out clearly information in envelope of which outer notification marks "SUBSTITUTION OF BID PROPOSAL" and this shall be replaced with the previous. This previous shall not be opened and be returned unopened to bidder. Vietsovpetro shall not accept the bidder to replace the Bid Proposal if the written notice of Bid Proposal replacement is not accompanied by documents proving that the person signing the document is the bidder's legal representative and must be made public during the bid opening. For envelope with notification marked "SUBSTITUTION OF BID PROPOSAL", any attached notification document accompanied with amended Bid Proposal shall be opened, read out clearly. Vietsovpetro shall not accept the bidder to amend the Bid Proposal if the written notice of Bid Proposal's amendment does not include documents proving that the person signing the document is the bidder's legal representative. Only Bid Proposal opened and read out at the bid opening then shall be considered further and evaluated.</p> <p>21.3 All the Bid Proposals shall be opened one at a time following the alphabetical sequence of the bidders' names and sequence below:</p> <ol style="list-style-type: none"> a) Examine the seals; b) Open original of Bid Proposal, amendment of Bid Proposal (if any) and read out clearly at least the following information: name of bidder, quantity of originals and copies, bidding price in letter of bid, bidding price in summarized price list, discount (if any), validity of Bid Proposal, date of contract performance, value, validity of Bid Bond and other necessary information. In case bidding package is divided into many independent parts, then bidding prices and discount for each part shall be read out. Only discount read out in bid opening shall be further considered and evaluated; c) Representatives of Vietsovpetro shall countersign in original of letter of bid, Bid Bond, summarized price list, letter of attorney of bidder's legal representative (if any), letter of discount (if any), Consortium agreement (if any). Vietsovpetro shall not reject any Bid Proposal at the bid opening, except for late submission Bid Proposals as specified in ITB 20. <p>21.4. Vietsovpetro shall prepare a record of the bid opening that shall include information specified in ITB 21.3. The record shall be signed by representatives of Vietsovpetro and bidders attending bid opening. The omission of a bidder's signature on the record shall not invalidate the contents and effect of the record. The record shall be distributed to all bidders attending the bid.</p>
<p>22. Confidentiality</p>	<p>22.1. Information relating to the evaluation of bids and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with the bidder selection process until publication of result of bidder selection. Under no circumstances, is the information in Bid Proposal revealed to any other bidders, except for the information that need disclosing during the bid opening.</p> <p>22.2. Except for the case of enquiries for clarification of Bid Proposal and contract negotiation, bidder is not permitted to contact Vietsovpetro for issues related to bidder's Bid Proposal and other relevant issues of</p>



	<p>bidding package during the time from bid opening until the result of tendered selection is published.</p>
<p>23. Clarification of Bid Proposal</p>	<p>23.1. After bid opening, the bidder shall be responsible to clarify the Bid Proposal if required by Vietsovpetro, including eligibility, capacity and experiences of the Bidder. In terms of technical, financial proposal in bidder's Bid Proposal, the clarification shall comply with the principle of not changing the basic content of the submitted Bid Proposal and not changing the offered bidding price.</p> <p>23.2. During the evaluation process, clarification of Bid proposal between Bidders and Vietsovetro is performed directly in written.</p> <p>23.3. Clarification of Bid Proposals is only performed between the Vietsovpetro and Bidder whose Bid Proposals need to be clarified. In terms of clarification contents that directly affect evaluation of eligibility, capacity, experiences, technical requirement, financial issues, if period of clarification exceeds deadline and bidder does not submit documentation for clarification or submitted documentation does not comply with requirements of clarification from Vietsovpetro, Vietsovpetro shall evaluate based on the Bid Proposal submitted before deadline for bid submission. Vietsovpetro shall give the Bidder a reasonable period of time to clarify the Bid Proposal.</p> <p>23.4. In case after deadline for submission of bids, the bidder knowing that the Bid Proposal it has submitted falls short of documents establishing its eligibility, similar contracts, production capacity, financial reports, tax declaration and payment obligations, documents on personnel, specific equipment proposed in its Bid Proposal may provide such evidence to the Procuring entity within a period of time specified in the Bid Proposal. The Procuring entity shall receive, consider and evaluate the bidder's additional and clarifying documents, which shall be considered as part of the Bid Proposal.</p> <p>23.5. In case of any inconsistencies in the Bid Proposal's content or on the condition that the content is unclear, Vietsovpetro request clarification toward the bidder based on compliance as specified in ITB 23.1.</p> <p>23.6. In case of doubt about the authenticity of documents provided by the Bidder, Vietsovpetro shall verify with organizations and individuals related to the content of the documents.</p> <p>23.7. In case the Invitation to Bid requires the commitment, Contract Principles for equipment rental, main material supply, warranty, upkeep and maintenance, but such documents are not enclosed in the Bid Proposals, Vietsovpetro shall request Bidders to clarify their Bid Proposals and supplement documents within an appropriate period of time but not less than 03 working days as a basis for evaluation of Bid Proposals.</p>
<p>24. Deviations, Imposing conditions and Omission of content</p>	<p><i>The following definitions shall be applied during the evaluation process of bidding proposals:</i></p> <p>24.1. "Deviation" refers to any differences from the requirements stated in the Invitation to Bid;</p> <p>24.2. "Imposing conditions" means setting conditions that are restrictive or indicate a partial non-acceptance of the requirements stated in the Invitation to Bid;</p>



	<p>24.3. "Omission of content" refers to the contractor's failure to provide some or all of the information or documents as required in the Invitation to Bid.</p>
<p>25. Determination of responsiveness</p>	<p>25.1. Vietsovpetro's determination of a responsiveness of Bid Proposal is to be based on the contents of the bid Proposal itself, as defined in ITB 10.</p> <p>25.2. A substantially responsive Bid Proposal is one that meets the requirements of the Invitation to Bid without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:</p> <p>a) if accepted, would affect in any substantial way the scope, quality, or performance of services; limit in any substantial way, inconsistent with the Invitation to Bid, the purchaser's rights or the bidder's obligations under the contract;</p> <p>b) if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive Bid proposal that meet the requirement of the Invitation to Bid.</p> <p>25.3. Vietsovpetro shall examine the technical aspects of the Bid Proposal submitted in accordance with ITB 15 and ITB 16, in particular, to confirm that all requirements of the Invitation to Bid have been met without any material deviation or reservation, or omission.</p> <p>25.4. If the Bid Proposal is not substantially responsive to the requirements of Invitation to Bid, it shall be rejected; not being allowed to deviations, reservation conditions or omission of basic content in such Bid Proposal with the purpose of making Bid Proposal to be met substantially responsive to the requirements of Invitation to Bid.</p>
<p>26. Nonmaterial mistake</p>	<p>26.1. Provided that a Bid Proposal is substantially responsive, Vietsovpetro may waive any mistakes in the bid proposal that not to be a material deviation, reservation or omission.</p> <p>26.2. Provided that a bid proposal is substantially responsive, Vietsovpetro may request that the bidder submits the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial mistake in the bid related to documentation requirements. Such mistakes shall not be related to any aspect of the bidding price. Failure of the bidder to comply with the request may result in the rejection of its Bid Proposal.</p> <p>26.3. Provided that a bid proposal is substantially responsive, Vietsovpetro shall rectify quantifiable nonmaterial mistakes related to the bidding price. To this effect, the bidding price shall be adjusted to reflect the price of a missing or non-conforming item or component; this adjustment is for comparison purposes only.</p>
<p>27. Subcontractor</p>	<p>27.1. Sub-contractors are organizations, individuals signing contracts with the bidders to perform related services.</p> <p>27.2. Requirements of Subcontractors are specified in BDS.</p> <p>27.3. Sub-contracting will not change the bidder's responsibilities. The bidders shall be responsible for the workload, quality, progress and other responsibilities for the parts of the contract carried out by the subcontractors. Sub-contractors' capacity and experiences shall not be considered in evaluation of the Bidder's Bid proposal. The bidder itself</p>



	<p>must comply with capacity criteria (no consideration of sub-contractors' capacity and experiences).</p> <p>27.4. The bidder may sign contracts with sub-contractors according to the list of sub-contractors stated in the Bid Proposal or signing contracts with sub-contractors approved by Vietsovpetro to participate in performing the work.</p> <p>27.5. The bidders is not allowed to utilize the sub-contractors to carry out the tasks other than the tasks of the subcontractors mentioned in the Bid Proposal; the replacement or addition of sub-contractors other than the list of sub-contractors prescribed in the Bid Proposal shall only be carried out when there is a valid and appropriate reason and is approved by Vietsovpetro; in case sub-contractors are utilized to carry out the taks other than the tasks listed in the Bid Proposal that using a sub-contractor with a value of 10% or higher (after deducting the work part of the sub-contractor's responsibility) calculated on the contract price signed, as an act of "bid transfer".</p>
<p>28. Bid preferences in the selection of bidder</p>	<p>28.1. Subjects are eligbled for bid preferences when participating in international bidding for the provision of non-consultancy services include:</p> <ul style="list-style-type: none"> - Domestic bidders participate the bidding as an independent bidder or Consortium; - Foreign bidders shall enter into Consortium with domestic bidders and domestic bidders undertake for above 25% of the working value of bidding packages; - Bid preferences are applied during evaluation process for comparing and rating Bid Proposal; - In case all bidders do not receive bid preferences, evaluation and determination of bid preferences shall not be applied. <p>28.2. Bid preferences calculation is specified in the BDS.</p> <p>28.3. In case after applying above preferential treatment, if bidding proposals are ranked equally, order of ranking precedence will be:</p> <ul style="list-style-type: none"> - Goods originating from S.R. Vietnam and Russian Federation; - Services/Job using personnels of S.R. Vietnam and Russian Federation.
<p>29. Bid Proposal evaluation</p>	<p>29.1. Vietsovpetro shall apply evaluation criteria listed in this clause and methods of evaluation are specified in the BDS. Any other criteria and methods of evaluation shall not be allowed.</p> <p>29.2. Vietsovpetro shall evaluate directly on the bid proposals submitted by the bidder.</p> <p>29.3. Verify and evaluate eligibility of Bid Proposal:</p> <ul style="list-style-type: none"> a) The verification and evaluation of eligibility of Bid Proposal as specified in clause 1, Chapter III –Bid Proposal Evaluation criteria; b) Any bidders who have eligibility Bid Proposal shall be further considered and evaluated with respect to capacity and experiences. <p>29.4. Evaluation of capacity and experiences:</p> <ul style="list-style-type: none"> a) Capacity and experiences are evaluated as specified in clause 2, Chapter III – Bid Proposal Evaluation criteria; b) Bidders with satisfactory capacity and experiences shall be considered and evaluated to examine their technical capability.



29.5. Technical and price-based evaluation:

- a) Evaluation of technical capability must adhere to the evaluation standards and methods prescribed in Section 3, Chapter III – Bid Proposal Evaluation criteria;
- b) Bidders who satisfy technical requirements shall be considered to evaluate the price specified in Section 4, Chapter III – Bid Proposal Evaluation criteria.

29.6. After price-based evaluation, Vietsovpetro shall make and approve ranking list of bidders. The bidder ranked at the first position in the bidder's ranking list shall be eligible for the contract negotiation. Ranking of bidders shall be made as prescribed in the BDS.

29.7. In case bidding package is divided into independent parts and bidder is allowed bidding in each part prescribed in ITB 1.2, bid evaluation is carried out with those respective parts of the bidder as prescribed in Section 6, Chapter III – Bid Proposal Evaluation criteria.

29.8. Principle of Bid proposal's evaluation:

- a) Vietsovpetro evaluate directly based on the bid proposals submitted by the bidder. In case the information committed, declared in the Bid proposal is not truthful, leading to false results of evaluating Bid proposal of the bidder, bidder shall be considered to have committed fraudulent;
- b) In case there is inconsistency between information of similar contract and supporting documents proving information of such similar contract, Vietsovpetro request bidder to clarify the Bid proposal. In case the contracts declared, enclosed in the Bid proposal that not meeting the requirements of Invitation to Bid or the Bidder does not declare or incompletely declares the similar contracts, Vietsovpetro request the bidder to clarify and supplement the another contract to meet the requirements of the Invitation to Bid within an appropriate period of time but not less than 03 working days. In case the bidder does not have a contract met the requirements of the Invitation to Bid, the bidder shall be disqualified;
- d) In case the key personnel and key equipment (if any) proposed by the contractor in the Bid proposal not meeting the requirements, Vietsovpetro allow the bidder to supplement or replace. Bidders are only allowed to add or replace each personnel position, equipment once within an appropriate period of time but not less than 03 working days. In case the Bidder does not have the replacement of personnel and equipment that meet the requirements of the Invitation to Bid, the bidder will be disqualified. Under any circumstances, on condition that the Bidder dishonestly declares personnel and equipment, the Bidder is not allowed to substitute other personnel or equipment, the Bidder's Bid proposal shall be rejected and the Bidder shall be considered having committed fraudulent according to regulations in Clause 4, Article 16 of the Bidding Law and shall be subject to be handled according to regulations.
- đ) For the origin of the goods, in case there is any inconsistency between the declared information and attached documents, Vietsovpetro request clarification of the Bid proposal;
- e) For contents other than those mentioned in Points a, b, c and d of this Clause, in case there is inconsistency between the information in the



	<p>original Bid proposal and the copy of the Bid proposal, the information in the original Bid proposal is the basis for review and evaluation;</p> <p>g) At the financial assessment step, in case the Bidder does not declare information in the bid preferences's form for domestically produced goods (for Goods procurement bidding packages) in order that Vietsovpetro have a basis for calculating bid preferences, then Bidder will not receive the bid preferences.</p>
<p>30. Contract negotiation</p>	<p>30.1. Contract negotiation shall be based on the followings:</p> <p>a) Report on evaluation of the Bid Proposal;</p> <p>b) Bid Proposal and bidder's records of clarification of bidding package (if any);</p> <p>c) Invitation to Bid.</p> <p>30.2. Rules of the contract negotiation:</p> <p>a) Contents of the bidding package that satisfy the requirements of the Invitation to Bid do not need to be negotiated;</p> <p>b) While evaluating Bid Proposal and negotiating contract, if scope of supply/ work, workloads specified in Chapter V – Scope of Supply are insufficient compared to the design documentation, Vietsovpetro will request bidder to add supplement scope for this insufficient part, on the basis of the quoted price; if the Bid Proposal has not provided the unit price, Vietsovpetro shall consider and decide to apply the approved estimated price for these scope of work / inadequate workloads or the price quoted by other bidders who have passed the technical evaluation if this quoted price is lower than the one approved in estimate;</p> <p>c) For negotiation over the deficient deviation value, in case the Bid Proposal has not provided respective quoted price for deficient deviation, the lowest quoted offer out of other Bid Proposals that passed the technical evaluation or unit price in approved estimated price if only one Bid Proposal that passes the technical evaluation shall be accepted to negotiate the deficient deviation.</p> <p>30.3. Contents of contract negotiation:</p> <p>a) Unspecified, inappropriate and inconsistent contents between Invitation to Bid and Bid Proposal or in the same Bid Proposal shall be negotiated to prevent any possible dispute or unexpected impact on the contractual obligations of contracting parties;</p> <p>b) Deviations that have been found by the Bidder and Bidder's recommendations (if any), including proposal of amendment or technical alternatives which Bidder is allowed to provide according to relevant bidding regulations;</p> <p>c) Any issue that arises during the selection of Bidder (if any) in the aim of completing detailed contents of the bidding package;</p> <p>d) Nonmaterial omissions specified in ITB 30;</p> <p>e) Other necessary issues.</p> <p>30.4. During contract negotiation, negotiating parties must proceed to draft and complete the official agreement, detailed terms and conditions and annexes that determine detailed list of scope of supply, price list and progress of supply.</p> <p>30.5. If the negotiation fails, Vietsovpetro will consider to and decide to invite the bidder who is ranked at the next positions for contract negotiation; if the successive negotiations also fail, Vietsovpetro will consider and decide to cancel the bid as regulated in point a. of ITB 32.1.</p>



<p>31. Conditions for recommendation as the awarded bidder</p>	<p>Bidder shall be considered for recommendation as the winning bidder upon satisfying the following conditions:</p> <p>31.1. Having Eligibility Bid Proposal as prescribed in Section 1, Chapter III – Bid Proposal Evaluation criteria;</p> <p>31.2. Having capacity and experiences satisfying requirements as prescribed in Section 2, Chapter III – Bid Proposal Evaluation criteria;</p> <p>31.3. Having technical proposals satisfying requirements as prescribed in Section 3, Chapter III – Bid Proposal Evaluation criteria;</p> <p>31.4. Having deficient deviation not exceeding 10% of bidding price;</p> <p>31.5. Meeting requirements specified in the BDS;</p> <p>31.6. The bidder has the proposed bid-winning price (including taxes, fees, charges (if any) not exceeding the approved bidding package price. If the approved estimated budget of bidding package is lower than or higher than the approved bidding package price, this estimate shall replace the bidding package price as basis for consideration for recommendation as the winning bidder.</p>
<p>32. Bidding cancellation</p>	<p>32.1. Vietsovpetro shall notify the bidding cancellation in following cases:</p> <p>a) All Bid Proposals fail to satisfy the requirements of the Invitation to Bid;</p> <p>b) Changes in the objectives, scope of procurement which leads to changes in the workload and evaluation criteria stated in the Invitation to Bid according to the Vietsovpetro's decision;</p> <p>c) The Invitation to Bid fails to comply with legislation on bidding or other relevant legislation that lead to the failure of the selected bidder to meet requirements for performing bidding package, project;</p> <p>d) The award bidder commits prohibited acts specified in section 4 prohibited acts - Chapter I Instructions to Bidders.</p> <p>e) Organizations and individuals other than the awarded bidder commit prohibited acts specified in section 4 prohibited acts - Chapter I Instructions to Bidders leading to deviations in bidder selection results.</p> <p>32.2. Organizations and individuals other than the selected contractor engages in prohibited actions stipulated Points c, d, e in ITB 32.1, which results in the deviation in contractor selection result.</p> <p>32.3. In case of bidding cancellation specified in this section, Vietsovpetro shall return or release Bid Bond to bidders within 05 working days except that bidder violates prescription in Points d and e, ITB 32.1.</p>
<p>33. Notice of bidder selection result</p>	<p>33.1. Vietsovpetro shall publish notice of bidder selection results within 05 working days from the date of approval of bidder selection results. Notice of bidder selection result shall include following contents:</p> <p>a) Information of the bidding package:</p> <ul style="list-style-type: none"> - Number of Invitation to Bidder; - Name of the bidding package; - Bidding package price or approved estimate (if any); - Name of Investor; - Form of bidder selection; - Type of contract; - Time to implement the bidding package; - Time of contract performance.



	<p>b) Information of the awarded bidder:</p> <ul style="list-style-type: none"> - Tax code; - Contractor name; - Bidding price; - Bidding price after discount (if any); - Technical scores (if any); - Evaluation price (if any); - Awarded bidding price; - Time to implement the bidding package. <p>c) For each type of goods and equipment in the bidding package, the Investor must publish the following information:</p> <ul style="list-style-type: none"> - Goods name; - Wattage; - Features and technical specifications; models, part numbers, labels; - Origin; - Awarded of bidding unit price. <p>d) List of unselected bidders and brief reasons of each bidder for not being selected.</p> <p>33.2. In case of bidding cancellation as prescribed in point a, ITB 32.1, in the notice of bidder selection results and on the National bidding network must be clearly stated the reason for cancellation of bidding.</p>
<p>34. Change in volume of services</p>	<p>34.1. When awarding the contract, Vietsovpetro has right to increase or decrease volume of services listed in Chapter V – Scope of Supply provided that this change does not exceed the percentage specified in the BDS and not affect unit price or other conditions in Bid Proposal and Invitation to Bid.</p> <p>34.2. Additional purchase option Prior to the expiration of the contract, the Inventor is entitled to purchase additional service volumes of the bidding package, exceeding the volumes specified in Chapter IV, provided that it does not exceed the ratio, prescribed in BDS.</p>
<p>35. Notice of Bid Proposal acceptance and contract award</p>	<p>After publishing the notice of bidder selection results, Vietsovpetro send a notice of acceptance of the Bid proposals and award the contract, including requirements on measures of contract performance guarantee, completion time, and contract signing. VND according to the provisions in Form as prescribed in Part 3 for the awarded bidder. Notice of acceptance of bid proposals and contract award are part of the contract documentation. In case the awarded bidder fails to complete, sign the contract or submit the contract performance guarantee within the deadline stated in the notice of bid proposal's acceptance and contract award, the bidder shall be disqualified and shall not be refunded the value of Bid bond as prescribed in Section 18.5 ITB. The period of time stated in the notice of bid proposal acceptance is calculated from the date Vietsovpetro sending this acceptance notice to the awarded bidder.</p>
<p>36. Conditions for signing contract</p>	<p>36.1. At time of signing contract, Bid Proposal of the selected bidder are still valid.</p> <p>36.2. At time of signing contract, the selected bidder must ensure to meet requirements on technical and financial capability for implementation of the bidding package. If the bidder no longer meets basic requirements of capacity and experiences prescribed in Invitation</p>



	<p>to Bid, then Vietsovetro shall refuse to sign contract. Vietsovetro shall therefore cancel previous decision on approval of bidder selection result and contract award and shall invite the bidder who is ranked at the next position for contract negotiation.</p> <p>36.3. Vietsovetro must ensure conditions on funding for advance payment, payment funding and other necessary conditions for carrying out the bidding package on the schedule.</p>
37. Contract performance guarantee	<p>37.1. Before signing a contract or the contract comes into effect, the bidder shall provide contract performance guarantee in a form of guarantee issued by a bank or financial institution which is legally operating in Vietnam or foreign bank branches established under Vietnamese law as specified in Part 3 or pay a deposit or bank transfer to VSP's account or submit a certificate of surety bond insurance issued by a domestic non-life insurer or branch of a foreign non-life insurer duly established under the law of Vietnam. In case the bidder uses guarantee for contract performance, Chapter VIII – Bidding forms or another form accepted by Vietsovetro shall be applied.</p> <p>37.2. The bidder shall not be entitled for the returning of the contract performance guarantee in the following cases:</p> <p>a) The bidder refuses to perform the contract after the date the contract comes into force;</p> <p>b) The bidder violates agreements in contract;</p> <p>c) The bidder delays in performing contract due to the bidder's fault but refuse to extend the validity of contract performance guarantee.</p>
38. Handling of Complaints in Bidding	<p>38.1. When bidder's legal rights and interests are affected, the bidders, agencies and organizations may file any complaint to Vietsovetro with respect to procurement process, bidder selection result according to the regulations of Vietsovetro.</p> <p>38.2. In case of petition to Vietsovetro, the bidder shall send the petition to the address specified in the BDS.</p>
39. Monitoring, supervising of Bidder selection process	<p>When detecting violated behavior or content inconsistent with the provisions of bidding law, the bidder is responsible for notifying the organization, individual performing the monitoring task and supervision as prescribed in the BDS.</p>



Chapter II. BIDDING DATA SHEET

ITB 1.1	Name of employer: Vietsovpetro Joint Venture
ITB 1.2	<p>Title of bidding package: <i>Provision of pile monitoring and dynamic testing service</i></p> <p>Name of project: Thien Nga Hai Au Project</p> <p>Technical requirement see Attachment 1 of PART IV.</p> <p>Technical Evaluation Criteria see Attachment 2 of PART IV.</p>
ITB 1.3	Time for implementation of contract: Quater III/2026.
ITB 3	Source of funding: From Thiên Nga Hai Âu Project
ITB 5(d)	<p>Competitiveness in the bidding must be ensured by following rules:</p> <ul style="list-style-type: none"> - Bidders participating in bidding do not have a shareholding or equity contribution representing more than 30% with Vietsovpetro Joint Venture, except in the case of: <ul style="list-style-type: none"> (i) The bidder is an affiliate or subsidiary of a state-owned corporation or group whose main production and business lines are consistent with the nature of the bid package of that state-owned corporation or group. (ii) The bidder is a parent company, subsidiary, or affiliate of a state-owned corporation or group whose main production and business lines are suitable for products and services under the bid package, and this bid package belongs to its subsidiary or affiliate. - The bidder do not either have a shareholding or equity contribution relationship with consultants or have a shareholding or equity contribution representing more than 20% of equity owned by a third party being an entity or a natural person, specifically as follows: <ul style="list-style-type: none"> + Consulting on preparation for technical design: ___ [insert full name and address of consultants (if any)]; + Consulting on verification of bid price: ___ [insert full name and address of consultants (if any)]; + Consulting on supervision of contract execution and inspection: ___ [insert full name and address of consulting unit (if any)]; + Consulting on preparation for the BD: ___ [insert full name and address of consultants (if any)]; + Consulting on appraisal of the BD: ___ [insert full name and address of consultants (if any)]; + Consulting on evaluation BDBs: ___ [insert full name and address of consultants (if any)]; + Consulting on appraisal of bidder selection results: ___ [insert full name and address of the consultants (if any)]; + Project management consulting, contract management, other consulting services whose work is directly related to the bid package: ___ [insert full name and address of the consultants (if any)]; - The bidder does not belong to the same agency or organization directly managing the consultants (mentioned above)*. - Public sector entities and employers, procuring entities that have the same direct governing authority, and equity contribution when participating in bidding for each other's bid packages shall not have to satisfy the regulations



	<p>on legal and financial independence between the bidder and the employer and the procuring entity.</p> <p>- Public sector entities and enterprises that have the same direct governing authority, and equity contribution when participating in bidding for each other's bid packages shall not have to satisfy the regulations on legal and financial independence between the bidder and the employer and the procuring entity.</p> <p>- The ratio of shares, equity contributions between the parties is determined at the deadline for submission of bids and according to the ratio stated in the business registration certificate, establishment decision, and other documents of equivalent value.</p> <p>In case the bidder participates in the bidding as a joint venture or the consultant is selected as a joint venture, the equity ownership ratio of other organizations and individuals in the joint venture is determined according to the following formula:</p> $\text{Ownership ratio} = \sum_{i=1}^n X_i \times Y_i$ <p>Of which:</p> <p>X_i: Equity ownership ratio of other organizations and individuals in the i-th joint venture member;</p> <p>Y_i: Percentage (%) of the work volume of the i-th joint venture member in the joint venture agreement;</p> <p>n: Number of members participating in the joint venture</p> <p>*Only evaluate this content for bidders that are public sector entities"</p>
ITB 5(h)	<p>Bidders have to register procurement information on the National bidding network: <u>Not applicable</u></p> <p>- Bidders are to provide confirmation of information registration on the national bidding network system in according to the Circulars issued by Ministry of Planning & Investment for providing provisions on posting information about bidding, on the roadmap for applying online Contractor selection, and managing the use of the value of bidding guarantee, ensuring the performance of non-refundable contracts:</p> <p><u>Detailed instructions of the National bidding network system are on the website: http://muasamcong.mpi.gov.vn</u></p>
ITB 7.1	The amendment of Invitation to Bid shall be published at least 03 working days before the Deadline for bid submission.
ITB 7.2	Requests for clarification should be received by Vietsovpetro no later than 05 working days prior to the Deadline for bid submissions.
ITB 7.3	Pre-bidding conference: No
ITB 8	Cost of bidding: Free of charge
ITB 10.10	<p>The Bidder shall submit the following additional documents in its bid proposal:</p> <p>Scope of services, scope and work and Technical Documentation as required Technical Requirement (Part 2 Chapter V: Scope of services, Scope of works and Technical documents in ITB).</p>



ITB 12.1	<p>Bidder is allowed to submit Technical alternative.</p> <p>The bidder is required to clearly state the main offer and the alternative offer in the bidding proposal.</p> <p>Technical alternatives are only considered when main solution meets requirements and bidder is ranked first. In this case, bidder shall provide all information necessary for evaluation of the alternatives by Vietsovpetro, including notes, drawings, technical specifications, progress of supply and other relevant information.</p>
ITB 13.2	The parts of bidding package: Following ITB 1.2
ITB 13.5	<p>In the detailed price quotation table, bidder shall offer prices according to the following requirements:</p> <p>For services: The bidders offer prices as Tempate 2, Chapter IV – Bidding form. In the price quotation, bidders shall analyze the contents of components in the offered prices as follows:</p> <ul style="list-style-type: none"> - The offered prices shall include costs of services – included but not limited to: supplying of Equipments, charges of mobilization / demobilization / installation for Equipments, charges of Personnel and charges for renting the Equipments to perform the services, - All rates and prices shall remain fixed for the duration of contract and shall not be subject to escalation or revision. - The bidding price of the bidder must include all the necessary costs to implement the tender package, including taxes, fees and charges (if any). Taxes, fees and charges are applied at the tax rates, fees and charges as stipulated at the time of 28 days prior to the bid closing time. <p>Note for foreign bidders: Vietsovpetro will calculate and add FCWT 15.79% into the offered price for comparison and evaluation.</p> <ul style="list-style-type: none"> - Offers should include the cost of accompanying technical services for the implementation of the bidding package.
ITB 17.1	The Bid proposal shall be valid for: ≥ 90 days from the deadline for bid submission.
ITB 18.2	<p>Contents of Bid Bond:</p> <p>The amount and currency of the Bid Bond shall be: 2,595.83 USD or 2,163.20 EUR or 67.912.212 VND</p> <p>The Bid Bond shall be valid for: ≥ 120 days from the Deadline for bid submission.</p> <ul style="list-style-type: none"> - The Bid Bond must be issued by a bank or a branch of foreign bank or a financial institution which is legally operating in Vietnam. - In case the Bidder provides the Bid Bond through Deposit/Telegraphic Transfer to the following Vietsovpetro’s account: <p style="margin-left: 40px;">Account: (VND) 008.100.000001.1 (USD) 0081370000029</p> <p style="margin-left: 40px;">Beneficiary: Vietsovpetro VIETCOMBANK, Vung Tau Branch</p>
ITB 18.4	The Bid Bond of unsuccessful Bidders shall be returned or released in maximum 14 days from the date of Notification of Bidder selection Result.
ITB 19.1	<p>The Deadline for bid submission is:</p> <p>Time: at 11h00 (local time)</p> <p>Date: ...<u>05/02/2026</u>...</p>
ITB 19.3	Bidders shall submit their Bid Proposals to:



	<p>Recipients: Vietsovetro Address: 105 Le Loi Str., Vung Tau Ward, Ho Chi Minh City, S.R. Vietnam</p>
ITB 19.4	<p>Payment for Invitation to Bid shall be made by Telegraphic Transfer to the following Vietsovetro's account: Account No. 008.100.000001.1 (VND) Beneficiary: Vietsovetro VIETCOMBANK, Vung Tau Branch Please indicate: Payment for Invitation to Bid – Package No. DVN-DV-4870/25-XL</p>
ITB 20.1	<p>In addition to original of Technical Proposal and Financial Proposal, the quantity of copies of Technical Proposal (as per required in Technical requirement), Financial Proposal (01 copy). In case of modification, substitution of Technical Proposal, Financial Proposal or technical alternative, the bidders must submit the equal number of copies of modification, substitution or Technical alternative.</p> <p>Note: Quantity of Proposal: + Technical Proposal: 01 original and 02 copies; + Financial Proposal: 01 original; + Soft copy: 01 USB included scanned Technical Proposal, Financial Proposal and native excel file of Financial Proposal; + All of the Proposals shall be sealing and marking as requirement in Chapter I point 21.</p>
ITB 21.1	<p>The Bid proposal shall be opened publicly at: Time: at 11h 13h30 (local time) Date:05/02/2016 at the following address: Vietsovetro, 105 Le Loi Str., Vung Tau Ward, Ho Chi Minh City, S.R. Vietnam</p>
ITB 23.4	<p>Bidders themselves can provide such evidence to the Procuring entity within <u>03</u> days from the deadline for submission of bids</p>
ITB 27.2	<p>Total value of sub-contractor(s) shall not exceed: 0% of total value of Bid proposal. Specialized sub-contractor: Not applicable.</p>
ITB 28.2	<p>Calculation of preferential treatment: [In case of <i>Lowest price method</i>]: "Goods that do not receive bid preferences must add a monetary amount accounting for 7.5% of bidding price after rectification of errors, adjustment of deviations and deduction of discounts (if any) of these goods to the bidding price after rectification of errors, adjustment of deviations and deduction of discounts (if any) of bidders for comparison and ranking." [In case of <i>Evaluation price method</i>]: Goods that do not receive bid preferences must add a monetary amount accounting for 7.5% of bidding price after rectification of errors, adjustment of deviations and deduction of discounts (if any) of these goods to the Evaluation price of bidders for comparison and ranking".</p>
ITB 29.1	<p>Bid proposal evaluation methods: a. Evaluation of the bidder's capacity and experience: using Pass/Fail criteria</p>



	<p>b. Technical evaluation: <i>to apply evaluation method using Pass/Fail or Yes/No criteria in accordance with evaluation criteria stipulated in Section III, Chapter III, Bid Proposal Evaluation Criteria</i></p> <p>c. The price evaluation: <i>to apply lowest price method for Whole package in accordance with evaluation criteria stipulated in Section V, Chapter III, Bid Proposal Evaluation Criteria.</i></p>
ITB 31.5	Ranking of bidders: <i>the bidder who has the lowest price for Whole package after rectification of errors, adjustment of deviation and deduction of discounts (if any) is ranked the first.</i>
ITB 34.1	<p>The maximum percentage by which scope of supply may be increased is: <i>Applicable or Not applicable.</i></p> <p>The maximum percentage by which scope of supply may be decreased is: <i>Applicable or Not applicable.</i></p>
ITB 34.2	Additional purchase option: <i>Applicable or Not applicable.</i>
ITB 38.2	Employer's address: 105 Le Loi Str., Vung Tau Ward, Ho Chi Minh City, S.R. Vietnam, Tel: (84 254) 3 839 871, Fax: (84 254) 3 839 857
ITB 39	<p>Address of organization, individual in charge of supervision:</p> <p>Mr. Vu Mai Khanh - General Director of Vietsovpetro</p> <p>105 Le Loi, Vung Tau Ward, Ho Chi Minh City, S.R. Viet Nam</p> <p>Fax: 84-254-3839857</p>



CHAPTER III: BID PROPOSAL EVALUATION CRITERIA

Section 1: Verification and evaluation the eligibility of Bid Proposal

1.1 Verification the Bid Proposal:

- a) Verify the number of original and copies of the bid proposal;
- b) Verify the documents comprising the original Bid proposal including: administrative documents, legal documents, Bidder's capacity and experience documents, technical proposal as stipulated in Invitation to Bid, in which there are: Application for Bidding, Consortium Agreement (if any), Power of Attorney for signing Application for Bidding (if any); Bid Bond or pay a deposit or bank transfer to VSP's account or submit a certificate of surety bond insurance; documentary evidence establishing the Bidder's eligibility to bid; documentary evidence Bidder's capacity and experience; technical proposal; financial proposal and any other relevant documents of Bid Proposal as stipulated in ITB 10;
- c) Verify the consistency of contents between the original and copies for detailed evaluation process of bidding package.

1.2 Evaluation the eligibility of Bid Proposal

A Bid proposal is considered eligibility when it fully meets the following requirements:

- a) The Bidder submits the original of Bid proposal.
- b) The Application for Bidding is signed and stamped (if any) by the legitimate representative of the bidder as required by Invitation to Bid. For consortium, the Application for Bidding is signed and stamped (if any) by the legitimate representatives of each member of the consortium or the authorized leader member of the consortium sign the Application for Bidding according to responsibilities in written agreement of consortium.
- c) Bidding prices in Application for Bidding must be detailed, fixed, indicated by numbers, words and in accordance with total bidding prices mentioned in Summary of bidding price table. Bidders are required not to propose different bidding prices or conditions that put Vietsovpetro in disadvantage.
- d) The validity period of the Bid proposal must meet the requirements stipulated in ITB 17.1
- e) The Bid Bond/Deposit must satisfy all the requirements as stipulated in ITB 18.3.
- f) The bidder is not named in 2 or more Bid proposals as a main bidder (independent bidder or a member of consortium) in one bidding package. In case the bidding package is divided into many independent parts, the bidder is not named in 2 or more Bid proposals as the main bidder for the parts that bidder participates.
- g) For consortium, written agreement of consortium is signed and stamped (if any) by the legitimate representative of each member of the consortium and the consortium agreement must specify the detail scope of work and estimated respective percentage that each member will implement as Bidding Form No. 3, Chapter IV, Bidding Form.
- h) The bidder is eligible as stipulated ITB 5.

Bidders who submit eligible bid proposals shall be considered and evaluated on their capacity and experience.

Section 2: Capacity and experience evaluation criteria

2.1 Capacity and experience evaluation criteria



Capacity and experience evaluation criteria are implemented according to Table No. 01 of this Chapter. Contractors are evaluated as being qualified and experienced when meeting all evaluation criteria. The qualifications and experience of the subcontractors will not be considered when evaluating the main contractor's bids. The main contractor itself must meet the evaluation criteria for capacity and experience.

It is not required that the contractor has ever performed one contract or more with the Employer in a specific area or the contractor must have experience in providing services in a specific area as the criterion for rejection of bidders.

In case the currency mentioned in similar contracts or confirmation of payment of the Investor for non-consulting service provision contracts performed or tax payment declaration or related documents proving capacity, the contractor's experience is not in VND, when preparing the Bid, the Bidder must convert it into VND stated in the Bid as a basis for evaluation of the Bid. The foreign exchange applied is the selling rate of Vietcombank at the date of signing the such contract(s).

In case the contractor participating in the bid is the parent company (for example, a Corporation) that mobilizes its subsidiaries to perform a part of the work of the bidding package, the contractor must specify the part of the work for these subsidiaries as Form No. 17c Chapter IV. The evaluation of experience in performing similar contracts is based on the value and volume of work undertaken by the parent company and subsidiary companies in the bidding package.

For Consortium, capacity and experience will be defined by the aggregated capacity and experience of each member of Consortium, but it must be assured that each member of Consortium must satisfy the requirement of capacity and experience for the volume of work implemented by him; if any of the members in Consortium do not satisfy the capacity and experience criteria, the Consortium will be evaluated as fail to meet the requirement on capacity and experience.

Sub-contractors' capacity and experience will not be considered in the evaluation of the Bid proposal of main Bidder (unless the Invitation to Bid allows to use specialized sub-contractor). The main bidders themselves must satisfy criteria on capacity and experience (not considered the sub-contractors' capacity and experience)

In case application of pre-qualification, if there are changes in capacity and experience when submitting the bid proposal in comparison with the information in the evaluated pre-qualification documents, the bidders must update their capacity and experience; in case there is no change in bidders' capacity and experience, the bidders must send a written commitment that they still satisfy the bidding package's requirements.

If there is no pre-qualification, the evaluation of capacity and experience will be carried out in accordance with the following evaluation criteria, the bidders are considered "pass" the capacity and experience requirements if they satisfy all the criteria.



Tab. 1

Criteria on capacity and experience		Compliance Requirements			Documents	
No.	Description	Requirement	Single Entity	Consortium		Submission Requirements
			All Members Combined	Each Member		
1	Historical Contract Non-Performance	From 01 January 2022 to the Deadline for bid submission, non-performance of a contract did not occur due to Bidder's fault ⁽²⁾	must meet requirement	not applicable	must meet requirement	Form 08
2	Fulfill your tax obligations	Has fulfilled tax obligations ⁽³⁾ of the latest fiscal year compared to the time of bid closing (2024)	must meet requirement	not applicable	must meet requirement	Commitment along with the Application for bidding
3	Average Annual business activity Turnover (excluding VAT)	The Bidder's net worth for the last year (2024) to the bid submission deadline: must be positive. (calculated as the difference between total assets and total liabilities). Minimum average annual turnover (excluding VAT) of following value within the last 03 years: (2022, 2023, 2024) at least 244,852.14 USD or 6.405.821.711 VND (Incase Company of the Bidder established less than 03 years, the value of Average annual business activity turnover will be sum total value of business activity turnover and divide to total number of years have activities)	must meet requirement	must meet requirement	not applicable	Form 09



4	Experience on implementing Contracts of supplying similar goods	Participation in at least 01 contract as described hereunder that has been successfully or substantially completed ⁽⁶⁾ as main Bidder (individually or member of Consortium) or sub-contractor ⁽⁷⁾ within the last 05 years (to the deadline for bid submission). (from 2021) The similar contract is: - Type of similar contract: (supplying similar nature service to the bidding package under consideration) ⁽⁹⁾ - Size of similar contract (The minimum value of similar contract): 129,791.70 USD / 108,159.75 EUR / 3.395.610.599 VND ⁽¹⁰⁾ - Completion level of similar contract: the contract must be completed, ending the entire workload - Time of contract completion: the time of delivery / acceptance of the entire contract, regardless of the time of signing the contract	must meet requirement	must meet requirement	must meet requirement (equivalent to the volume of work implemented)	Form 13
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(**) For packages providing non-consulting services with goods supply (goods account for 50% of the package), the evaluation criteria required: Net Asset value must be positive in the most recent fiscal year.



Note:

(1) Insert the required time, usually from 03 to 05 years before the year of deadline for submission of bids. For example: from 1 January 2019 to the deadline for submission of bids.

(2) Non-performance contracts for the provision of non-consulting service as a result of bidder defaults includes:

- The contract for providing non-consulting services was concluded by the Employer to be non-performance and it is not challenged by the bidder;

- The contract for providing non-consulting services was concluded by the Employer to be non-performance, it is challenged by the bidder, but was concluded by the arbitrator or court in a direction unfavorable to the bidder.

Non-performance contract for providing non-consulting service shall not include contracts where Employer's decision was 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.

For a joint venture bidder 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/ND-CP, the remaining joint venture member shall not be considered as having failed to fulfill the contract due to the contractor's fault. In case one or more 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 more members of the joint venture that violate the contract will be considered as failing to fulfill the contract, the remaining members will not be considered as failing to fulfill the contract due to the contractor's fault.

(3) The bidder shall provide documents proving that it fulfilled the tax liabilities (personal income tax for bidders who are business households) of the most recent financial year prior to the bid closing time.

(4) Fill the required time, usually from 03 to 05 years prior to the year of bid closing time. In case the bidder's years of establishment is fewer than the required years by the DB, the average annual turnover (excluding VAT) is calculated based on the on the number of established years. In case the contractor's average annual turnover (excluding VAT) meets the required value by the DB, the bidder will still be evaluated without being disqualified. In case bidders are business households, it is not required to submit financial statements, but bidders must provide documents proving turnover corresponding to tax obligations.

In case the deadline for submission of bids is after the end date of the bidder's fiscal year (year Y) and prior or on the last day of the 3rd month from the end date of year Y, the requirement for submitting financial statements applies to previous years of year Y (year Y-1; Y-2...).

(For example: The closing date for bids is March 20, 2024, the bidder's fiscal year is January 1 - December 31 and the DB requires the contractor to submit financial statements for the last 3 years, the bidder must submit financial statements for the years 2020, 2021, 2022).

For example: Average annual turnover (excluding VAT) of the last 3 fiscal years compared to the deadline for submission of bids. In this case, the deadline for submission of bids is November 15, 2024, then the bidder must submit financial statements for the years 2021, 2022, 2023. The bidder was established in 2022 but the average turnover of 2022 and 2023 meets the required value, the contractor will still be evaluated.



(5) Typical calculation of average annual turnover requirement (excluding VAT):

a) In case the package performance period is 12 months or more, the turnover calculation is as follows:

Minimum requirement for average annual turnover (excluding VAT) = [(Price of package - VAT value)/contract performance period in years] x k. Normally, the k coefficient requirement in this formula is from 1 to 1.5.

b) In case the contract performance period is less than 12 months, the turnover calculation is as follows:

Minimum requirement for average annual turnover (excluding VAT) = (Price of package – VAT value) x k. Normally, the k coefficient requirement in this formula is 1.0.

For insurance packages, it is possible to require a higher average annual turnover than calculated by the above formula, but it must be ensured that it does not limit the participation of bidders.

(6) For contracts in which the contractor has participated as a joint venture member or subcontractor, only the value of the work performed by the contractor shall be recorded.

(7) For contracts in which the Procuring entity and the expert group have evidence that the bidder performed as a subcontractor due to illegal assignment of the contract, violating the Clause 8, Article 16 of the Law on Bidding, this contract will not be considered or evaluated.

(8) Fill the required time usually from 03 to 05 years prior to the year of bid closing time. For example: For example, from January 1, 2019 to the time of bid closing time.

(9), (10) Similar contracts:

Similar contracts are contracts of a similar nature to the package under consideration, with a contract value typically approximately 50% of the package price.

(i) For special jobs or in localities where the capacity of local contractors is limited, the value of similar contracts may be required to be within 40% of the price of the package under consideration.

(ii) In case the package for non-consulting service has a large bidding volume and there are less than 03 domestic contractors who have performed similar contracts with a size of over 50% of the size of the package under consideration, the regulation on the size of similar contracts can be adjusted to reduce to 40% of the size of the package under consideration. In this case, the Employer shall ensure that the selected bidder has the capacity to implement the package to meet schedule and quality requirements.

(iii) If the package includes many different work items, depending on the nature and size of the package, the Procuring entity shall make a request for similar size based on the main items of the package (must clearly state the main items) or a request for similar size based on all items of the package.

(iv) The assessment of the size and nature of similar contracts is based on the completed value and is accepted as follows:

- In case the work items of the package under consideration need to be linked together, the bidder shall prove with at least 01 completed contract providing full similar items with a value at least 50% of the value of the package under consideration.

- In case the work items of the bid package under consideration are independent of each other, the bidder can prove it in one or more of the following ways:

+ There is at least 01 completed contract providing full similar items with a value meeting at least 50% (or 40% in case (i) and (ii) as mentioned above) of the value of the package under consideration, or



+ There are similar work items performed in different contracts (contracts may be completed or in progress) but ensure that the value of each similar work item performed meets at least 50% (or 40% in cases (i) and (ii) as mentioned above) of the value of each corresponding work item in the package under consideration and the total value of the performed items must meet at least 50% (or 40% in cases (i) and (ii) as mentioned above) of the value of the package under consideration. In which, the completed work item is the work item that has been accepted within the prescribed time period, regardless the time of signing the contract. The time of confirmation of performed the work items to determine similar items is the time of acceptance of the work items.

A completed contract is a contract that was accepted by the Employer for all items and work contents in the contract or the contract was liquidated. The time of contract completion confirmation to determine similar contracts is the time when all items and work contents in the contract (excluding warranty obligations) are completed and accepted in accordance with regulations, regardless of the time of contract signing.

For non-consulting package with a cyclical nature of work over the years leading to a prolonged contract implementation period, the value of a similar contract is determined at approximately 50% of the value of the work calculated over 1 cycle (1 year) without calculating the total value of the package over the years. In this case, the assessment of the size and nature of similar contracts is also considered according to a corresponding cycle (1 year).

For example: The package under consideration is to hire a building cleaning service for 03 years with a value of 3,000,000,000 VND, BD can request the value of a similar contract in 01 cycle (01 year) of 500,000,000 VND. Bidder X has a 48-month building cleaning contract with Employer A (in progress, not completed, not liquidated), but up to the time of bidding, bidder X has performed for 15 months, in which the value of the work accepted in the first 12 months is 550,000,000 VND, bidder X is evaluated as meeting the requirements for similar contract value of this package.

Table No. X

Evaluation criteria for capacity and experience (N/A)
(For the non-consulting service package divided into multiple parts)

No.	Identification number of part (lot)	Name of part (lot)	Estimated value of part (lot) (VND)	Average annual turnover (excluding VAT) (VND)	Characteristics of similar contract	Size of similar contract (VND)
(1)	(2)	(3)	(4)	(5)	(6)	(7)

For history of non-performing contracts due to bidder default, tax liabilities are applicable according to Table No.01 of this Chapter.

Note:

(5) *In case there is no requirement on turnover, remove this requirement.* In cases where turnover requirements are specified, and the bidder participates in multiple parts, the evaluation of the turnover will be based on the total average turnover required for the parts the bidder participates in. If the bidder participates in only one part, only the turnover requirement for that part needs to be met.

(6), (7) In cases where the bidder participates in multiple parts, the evaluation of similar contracts will be carried out separately for each part the bidder participates in. The bidder is not required to meet the total size of similar contracts for all parts they participate in.



2.2 Evaluation Criteria for Key personnel and main equipment (evaluated in detail in Section 3 of this Chapter)

a) Requirements on key personnel:

Key personnel are not required for a package of non-consulting services that do not require highly specialized personnel, except for cases where highly qualified and skilled workers are required to perform specific jobs. In case the non-consulting service has specific and complicated elements, it is necessary to have highly qualified, skilled and experienced personnel to undertake it, the requirements for mobilization of key personnel may be raised. to perform these specific and complex tasks. In addition, the key personnel is not required to be unskilled labor for the package of non-consulting services.

Where the Invitation to Bid require key personnel, the Bidder must demonstrate the ability to mobilize key personnel to meet the requirements of the Bid. Key personnel may be on the contractor's payroll or mobilized by the contractor. In case the key personnel declared by the Bidder in the Bid does not meet the requirements of the Bid, the Procuring Entity shall allow the Bidder to clarify, change or supplement key personnel to meet the requirements of the Bid for a period of time. suitable time but not less than 03 working days. For each unresponsive employee, the contractor is only replaced once. In case the contractor does not have a replacement staff that meets the requirements of the Invitation to Bid, the bidder will be disqualified.

Experience in similar jobs is expressed in the minimum number of years of personnel performing similar jobs or the minimum number of contracts in similar jobs. The number of years of experience of the key personnel is calculated from the time the employee starts performing the same job to the time of closing the bid. Bidders must provide details of proposed key personnel on Forms 14, 15(a), 15(b) Chapter IV to demonstrate that they are adequately staffed for the key positions that meet the following requirements:

Table 02: Key personnell

Seq.	Position	Quantity	Experiences in similar jobs	Certs/ Qualification
1			At least ___ year At least ___ contract (s)	
2			At least ___ year At least ___ contract (s)	
...				

b) Main equipment to be mobilized for the implementation of the bidding package:

Based on the size and nature of the bidding package, the Investor and the bid solicitor shall make requirements on the main equipment to be mobilized and the quantity to execute the bidding package accordingly. Only the main equipment is specified for special and special equipment required to implement the bidding package. Equipment can mainly be from the contractor or mobilized by the contractor. In case the equipment declared by the bidder in the Bid does not meet the requirements of the Bid, the Procuring Entity shall allow the Bidder to clarify, change or supplement the equipment to meet the requirements of the Bid within a suitable period of time. but not less than 03 working days. For each non-conforming device, the contractor may only replace it once. In case the contractor does not have replacement equipment that meets the requirements of the Invitation to Bid, the bidder will be disqualified. The Contractor shall provide detailed information on the proposed Major Construction Equipment according to Form No. 16 Chapter IV to demonstrate that he has sufficient equipment to meet the following requirements:

Table 03: Main equipment

Seq.	Equipment / Descriptions	Minimum quantity required
1		
2		
3		
...		

c) In case the contractor wins the bid and signs the contract, the contractor is obliged to mobilize key personnel and key equipment as originally proposed or proposed to change according to the



provisions of this Section. In case key personnel and key equipment cannot be mobilized, the contractor will be fined for the contract and assessed for its reputation when participating in other bidding packages. In all cases, if the contractor declares the key personnel and main equipment dishonestly, the contractor must not replace other personnel and equipment; Proposals of the bidders are rejected and the bidders will be deemed to have committed fraudulent acts.

Section 3: Technical evaluation criteria (see Attachment 1)

Section 4: Price evaluation criteria

Lowest price method:

To be evaluated by the lowest price method as the following steps:

Step 1: Determination of bidding price including all taxes, fees, charges (if any) arisen inside Vietnam;

Step 2: Rectification of errors (*apply as stipulated in Notes below*);

Step 3: Adjustment of deviations (*apply as stipulated in Notes below*);

Step 4: Determination of bidding price after rectification of errors, adjustment of deviations, discount deduction (if any);

Step 5: Conversion of bidding price into a single currency (if any);

Step 6: Determination of preferential treatment value (if any) as stipulated in ITB 32;

Step 7: Ranking the bidders: The Bid Proposal which has the lowest bidding price after rectification of errors, adjustment of deviations, discount deduction (if any), conversion of bidding price into a single currency, addition preferential treatment value (if any), including all taxes, fees, charges (if any) arisen inside Vietnam shall be ranked the first.

The following content will be considered in the evaluation and ranking stage of contractors:

During the Bid evaluation stage, for proposal of goods originating from countries affected by armed conflict, in state of war, sanctioned or embargoed, and the importation of those may be interrupted and affect the contract performance and delivery schedule, Bidder must provide explanations and commitments on the ability to deliver goods for Vietsovpetro to consider and evaluate.

Based on the actual situation at that time, Vietsovpetro has the sole and exclusive right to review and decide to reject the bids, or not to continue the evaluation, if in the opinion of Vietsovpetro there is any risk to the contract performance and delivery schedule. In that case, the Vietsovpetro at its sole and absolute discretion will have the right to consider and remove these Bidders from the ranking list.

Notes:

1. Rectification of errors

Provided that the bid proposal substantially satisfies Invitation to Bid, Vietsovpetro shall rectify arithmetical errors and other errors on the following basis:

a) Arithmetical errors include mistakes from calculation such as: addition, subtraction, multiplication, division when calculating bidding price. If there is a discrepancy between the unit price and the total price, the unit price shall prevail and the total price shall be corrected; If there is unusual differences in unit price due to decimal errors (10 times, 100 times, 1000 times), the total price should be used as a legal basis for correction; when the bidder fills without price or "0" in the column of unit price and total price, price of this item shall be deemed to be allocated among the prices for the other items of work of the package and Bidder will not be paid for by Vietsovpetro during contract performance.

b) Other errors:

- If the Total price column is filled without the corresponding unit price, the unit price shall be determined by dividing the total price by the quantity; if the unit price is filled in, but the total price is missing, the total price shall be determined by multiplying the quantity by the unit price; if one of the items has the unit price and total price filled in, but the quantity is missing, the quantity shall be



determined by dividing the total price by the unit price of that particular item. In case the aforesaid quantity that has been additionally defined is different from the quantity mentioned in the Invitation to Bid, that value difference is the deviation in the scope of supply, which shall be adjusted under regulations specified in Step 3;

- Mistake in Unit must be corrected to meet the requirements specified in the Invitation to Bid;
- Mistakes in using comas (instead of periods) and vice versa shall also be corrected in accordance with the written in Vietnamese customary. If Vietsovpetro determines the obvious mistake in placing of comas and periods, the total price shall prevail and the unit price shall be corrected;
- If there is an error in a total corresponding to the addition of subtotals, the subtotals shall prevail and the total shall be corrected;
- If there is a discrepancy between words and numbers, the amount in words shall used as a legal basis for correction. If the amount expressed in words is incorrect, then the number after rectification of error as stipulated in this article should be used as a legal basis for correction.

2. Adjustment of deviation

a) In case of deviation in the scope of supply compared to the Invitation to Bid, what is deficient shall be added, and what is redundant shall be subtracted according to respective unit price in the Bid proposal of bidder that has deviation;

In case of deficient deviation (lack of items of work in comparison with the scope of supply), if there is no respective unit price in the Bid proposal with deficient deviation, the adjustment of deviation will be as follows:

The highest unit price offered for such item of Bid proposals which pass the Technical evaluation shall be used as legal basis for adjustment of deviation. In case the Bid proposals passed the Technical evaluation has no unit price, unit price in the value of bidding package shall be used as legal basis for adjustment of deviation. In case not having value of bidding package, unit price for calculating price of bidding package shall be used as legal basis for adjustment of deviation.

In case only one bidder passes the Technical evaluation, adjustment of deviation shall be made based on respective unit price in the Bid proposal of this bidder; In case this Bid proposal has no respective unit price, unit price in value of bidding package shall be used. In case not having value of bidding package, unit price for calculating price of the bidding package shall be used as legal basis for adjustment of deviation.

b) In case bidder has discount letter, rectification of errors and adjustment of deviation shall be made based on bidding price without discount. Percentage (%) of deficient deviation shall be determined on basis of comparison of bidding price in Application for Bidding.

c) In case the bidder whose bid has been adjusted for the first ranking deviation is invited to negotiate the contract, when negotiating the contract, the lowest offered unit price must be taken among other bids that have passed the technical evaluation, in order to negotiate for the missing deviation.

Section 5: Technical alternative (If applied see the Technical Requirement)

Bidder is allowed to submit Technical alternative and requested to identify clearly which is “The Main offer” and which is “The alternative offer” in the Proposal.

Note: Technical alternatives are only considered when main solution meets requirements and bidder is ranked first. In this case, bidder shall provide all information necessary for evaluation of the alternatives by Vietsovpetro, including notes, drawings, technical specifications, progress of supply and other relevant information.

Section 6: Bidding package with multiple independent parts (Not Applicable)

If the bidding package is divided into multiple independent parts as stipulated in ITB 1.2, implement as follows:

1. The evaluation and approval of the winning of bid will be carried out on the basis that the total proposed bid winning prices of the bidding package are lowest (for lowest price method); the total evaluated prices are lowest (for evaluated price method); the total proposed bid winning prices shall not exceed the approved value of bidding package but are not compared to the estimated value of each part.



2. There is one contract if only one bidder wins all the parts of the bidding package. There are many contracts if many bidders win the different parts of the bidding package.

Section 7: The right to unilaterally terminate contract negotiations with the first-ranked contractor in in contract negotiation satge.

For the proposal of goods originating from countries affected by armed conflict, in state of war, sanctioned or embargoed, and the importation of the those may be interrupted and affect the contract performance and delivery schedule, explanations and commitments on the ability to deliver goods must be provided by the Bidder for Vietsovpetro to consider and evaluate.

Based on the actual situation at that time, Vietsovpetro will have the sole and exclusive right to review and decide to reject the proposals of those goods, or not to continue the evaluation, if in the opinion of Vietsovpetro there is any risk to the contract performance and delivery schedule. In that case, Vietsovpetro at its sole and absolute discretion will have the right to stop contract negotiation, and the next ranked bidder will be invited to negotiate the contract.



CHAPTER IV: BIDDING FORM

No.	Form name	Form No.	Content
1	APPLICATION FOR BIDDING	Form No. 1	
2	POWER OF ATTORNEY	Form No. 2	Only applicable in case the legal representative of the authorized contractor in the bidding
3	CONSORTIUM/ JOINT BIDDER AGREEMENT	Form No. 3	Only applicable in the case of a consortium bidder participating in the bid
4	GUARANTEE FOR BID PARTICIPATION	Form No. 4(a)	Applied for independent bidder submit bid bond in form of bank guarantee
		Form No. 4(b)	Applied for consortium bidders submit bid bond in form of bank guarantee
		Form No. 4(c)	Deposit
5	BIDDING PRICE SCHEDULE OF SERVICES	Form No. 5	
6	BIDDER'S INFORMATION FORM	Form No. 6(a)	
	INFORMATION FORM FOR CONSORTIUM BIDDER'S MEMBERS	Form No. 6(b)	Only applied for consortium bidders
7	LIST OF COMPANIES TO PERFORM THE WORK OF BIDDING PACKAGE	Form No. 7	Only applicable in case the bidder is the parent company
8	HISTORICAL CONTRACT NON-PERFORMANCE	Form No. 8	
9	BIDDER'S HISTORICAL FINANCIAL PERFORMANCE	Form No. 9	
10	AVERAGE ANNUAL TURNOVER	Form No. 10 (Not applicable)	Only applicable when stated in ITB
11	FINANCIAL RESOURCES	Form No. 11	Only applicable when stated in ITB
12	MONTHLY FINANCIAL RESOURCES REQUIRED FOR EACH	Form No. 12	Only applicable when stated in ITB



No.	Form name	Form No.	Content
	CONTRACTS IN PROGRESS		
13	SIMILAR CONTRACT PERFORMED BY BIDDER	Form No. 13	
14	PROPOSED KEY PERSONEL	Form No. 14	Only applicable when stated in ITB
15	PROFESSIONAL CURRICULUM VITAE OF KEY PERSONNEL	Form No. 15 (a)	Only applicable when stated in ITB
	PROFESSIONAL EXPERIENCE	Form No. 15 (b)	Only applicable when stated in ITB
16	LIST OF EQUIPMENT	Form No. 16	Only applicable when stated in ITB
17	SCOPE OF WORK USING SUB-CONTRACTORS	Form No. 17(a)	Only applicable when using sub-contractors
	LIST OF SPECIALIZED SUB-CONTRACTORS	Form No. 17(b)	Only applicable when SPECIALIZED SUB-CONTRACTORS IS ALLOWED as stated in ITB
	LIST OF SUBSIDIARIES TO PERFORM THE WORK OF BIDDING PACKAGE	Form No. 17(c)	
18	SOLUTIONS AND METHODOLOGY PROPOSED BY THE BIDDER TO PROVIDE NON-CONSULTING SERVICES	Form No. 18	



APPLICATION FOR BIDDING¹

Date: (Date of signing application for bidding)
 Name of bidding package:..... (Name Package according to Bid Announcement)
 Name of project: (Name project)
 Bid invitation No. :.....(In case of limited tendering)
 Attention to: _____ (full name and address of employer)

After studying the Invitation to Bid and the documents for Amendment of the Invitation to Bid [insert the code of the amendment documents, if any] that we have received, we [insert the name of the bidder] commit to execute [name of bidding package] as required by the Invitation to Bid at the total amount of [specify in number, in words, and currency of bid proposal]² and the summary of bidding price.

In addition, we voluntarily offer a discount with amount: ____ [specify in number, in words, and currency of bid proposal].

The bidding price after application of discount is: ____ [specify in number, in words, and currency of bid proposal].³

Validity of the Proposal⁴: ____ [write the validity period from the deadline for submission of bids in accordance with the BDS] days, from the deadline for submission of bids.

Bid Security: ____ [State the value in figures, in words and in currency of the bid security]

Validity of Bid Security: ____ [insert validity period from deadline for submission of bids]

Time for contract implementation: (Total time to perform all work required in Bidding package)⁵

We commit:

1. We are not in the process of carrying out dissolution procedures or having its business registration certificate, cooperative registration certificate, cooperative union registration certificate, or cooperative group registration certificate revoked, not in a case of insolvency according to the provisions of the law on bankruptcy (not in the process of ceasing operations or having its business household registration certificate revoked for Bidders that are household businesses).
2. We do not violate regulations on ensuring fair competition in bidding.
3. We have fulfilled the tax liabilities of the most recent fiscal year prior to the deadline for submission of bids.
4. We are not being under suspension from participating in bidding according to the provisions of the law on bidding.
5. We are not being prosecuted for criminal liability (the household owner is not being prosecuted for criminal liability in case the bidder is a business household).
6. We do not proceed any practices of corruption, bribe, collusion, obstruction and other violated provisions of the law on procurement when participating this package.
7. The information declared in the bid is truthful.
8. In case of winning the bid, the Proposal and clarification, supplemental documents of the Proposal constitute the agreement of responsibilities between the two parties until the contract is signed.
9. If our bid is accepted, we shall furnish a performance security as specified in IBT 40 of the Bidding document.

Legitimate representative of the bidder⁶
 (Specify name, title, sign and stamp)

Notes:

¹ Application for bidding must be filled with sufficient and accurate information of Vietsoy petro, Bidder, the validity duration of Bid proposal, signed and stamped by legitimate representative of the bidder.



² Bidding prices in Application for bidding must be specific, fixed, indicated by numbers, words and in accordance with total bidding prices mentioned in price list. Bidders are required not to propose different bidding prices or conditions that put Vietsovpetro in disadvantage. In case of multiple parts, the Bidder must write the total bidding price of each parts and total bidding price of all parts that bidder participates.

³ Specify discount for the whole bidding package or for one or many works, items (specify detailed discounted works, items)

⁴ The validity of Bid proposal shall be counted from the date of Deadline for bid submission to the last date of validity period as stipulated in the Invitation to Bid. From the time of Deadline for bid submission until 24:00 of the date which has the deadline for bid submission is considered as one day.

⁵ Duration of contract implementation in Application for bidding must be in accordance with Technical proposal and completion schedule specified in the Bid Proposal.

⁶ If legitimate representative of bidder authorizes the subordinate to sign the application for bidding, the bidder must submit Power of Attorney according to Form No.2 of this Chapter; if the company's Charter/regulations or other related documents have the assignment of responsibilities to subordinates to sign application for bidding, the bid proposal must include these documents (no Power Of Attorney is required in accordance with Form No.2 of this Chapter).

For consortium, the application for bidding must be signed by the legitimate representative of each member of the consortium, except in Consortium agreement (as in Form No.3 of this chapter), the members of Consortium agree to authorize the leader member of the consortium to sign the Application for bidding. If each member of consortium has its own authorization, apply as for independent bidders. If the bidder wins the bidding package, the bidder must present to the Employer the notarized/certified copy of these documents before signing the contract. If the information declared is not accurate, the bidder is considered violation of ITB 3.



POWER OF ATTORNEY ¹

Date ____/____/20____, at ____ [name of place]

I _____ (Insert Name, ID/passport number, position of Legitimate representative of the bidder),
Legitimate representative of _____ (insert the bidder name) at _____ (insert address of bidder),
to issue this Power of Attorney to:

Mr/Mrs. _____

ID/Passport number _____

Position _____

To do, execute and perform the following acts and things during the process of participating the
Bidding package _____ [Name of Bidding Package] of Project _____ [Name of project]
held by Vietsovpetro:

- [-Sign the Application for bidding forms of Technical Proposal and Financial Proposal;
 -Sign the Consortium agreement (if any);
 -Sign all documents, correspondences to Vietsovpetro during the bidding process, including the
 written requests to clarify Invitation to Bid, written clarification of Bid proposal, or written
 request to withdraw, modify or substitute the bid proposal;
 -Negotiate and finalize contract with Vietsovpetro;
 -Sign the Bidder's arising claims (if any);
 -Sign contract with Vietsovpetro (if awarded the Bidding package)] ²;

The Attorney shall perform the acts within the scope of Power of Attorney as the legitimate
representative of _____ [name of bidder].The Mandator, _____ [Legitimate representative of the bidder] will be completely responsible for
acts performed by the Attorney in the scope of Power of Attorney.This Power of Attorney is valid for the period from.....to³ and will be made in
.... originals,of which will be retained by Mandator ;of which will be retained by
Attorney and the rest will be retained by Vietsovpetro. All original copies hereof are identical and
legally equal.

Attorney
 (Signature)
 (Name, position and stamp (if any))

Mandator
 (Signature)
 (Name, position and stamp (if any)
 of Legitimate representative of the bidder)

Note:

¹The original of this Power of Attorney must be submitted to Vietsovpetro together with the
application for bidding as stipulated in ITB 19.3. Legitimate representative of bidder gives
the power of attorney to the deputy, subordinate, branch's manager, chief of bidder's
representative office to perform one or more above mentioned listed acts. The stamp used in
case of power of attorney can belong to the bidder or to the entity of the Attorney. The
Attorney can not subsequently give this authorization to another.

²The scope of Power of Attorney may include one or more above mentioned listed acts.

³.Specify the date the power of attorney come into force and expiry date, in accordance with
the bidding process.



CONSORTIUM / JOINT BIDDER AGREEMENT ¹

_____, day ___ month ___ year _____

Bidding package: _____ [name of bidding package]

Under the project: _____ [name of project]

- Based on the Invitation to Bid _____ [name of bidding package] date ___ month ___ year
_____ [date recorded on the Invitation to Bid];

We, the representatives of the parties sign the Consortium Agreement, including:

Names of Consortium members _____ [name of each consortium member]

Represented by Mr./Ms.: _____

Position: _____

Address: _____

Tel: _____

Fax: _____

E-mail: _____

Account: _____

Tax code: _____

Power of Attorney No. ___ date ___ month ___ year _____ (in case of authorization).

The parties (hereinafter referred to as members) agreed to sign this Consortium Agreement with the following contents:

Article 1. General principles

1. The members voluntarily establish a Consortium to participate in the bidding package _____ [name of bidding package] under the project _____ [name the project].

2. The members agree the name of the Consortium for any transactions related to this package as: _____ [name of the Consortium as Agreement].

3. The members commit that there is not any member to arbitrarily join independently in this bidding package or join consortium with other members to participate in this bidding package. In case of winning the bid, all members of the Consortium shall sign the Contract and there is not any member to have the right to refuse performance of the responsibilities and obligations stipulated in the Agreement. In case a member of the Consortium refuses to fulfill their own responsibilities as agreed or violates the provisions of the signed contract, such member shall be handled as follows:

- Compensating for damages to the parties in the consortium;
- Working with members of the Consortium to compensate for all damages to the Vietsovpetro in accordance with the provisions stipulated in the Contract (corresponding to the proportion of each member specified in Article 2 of this Agreement);
- Other forms of handling ____ [Specify other forms of handling].

Article 2. Assignment of responsibilities

Consortium members agree to assign responsibilities for implementation of the bidding package _____ [write name of bidding package] under the project _____ [write name of project], for each member as follows:

1. Leader of the consortium:



The parties agree to authorize to _____ [*Write name of a party*] as a leader of the consortium, representing the Consortium in the following part of work ²:

- Signing the application of bidding;
- Sign all documents, correspondences to Vietsovpetro during the bidding process, including the written requests to clarify Invitation to Bid, written clarification of Bid proposal, or written requests to withdraw, modify or substitute the bid proposal;
- Performing Bid Bond on behalf of Consortium;
- Participating in the process of negotiation and finalization of the Contract;
- Performing Performance Bond for the entire Consortium in case the Consortium wins the bid;
- Signing the Bidder's arising claims (if any);
- Performing all obligations of the Consortium which are not specified in the Table of Responsibility between the Consortium members in item 2 as follows;
- Performing other works except for signing Contract _____ [*specify the detail content of other jobs (if any)*].

2. The members of the Consortium agree to assign the responsibility of members as following table ³:

No.	Name	Content of assigned work	Respective percentage to total bidding price	Amount by percentage to total bidding price
(1)	(2)	(3)	(4)	(5)
1	Name of the first member (Leader of the Consortium)	- Work 1: _____	_____ %	VND/USD
		- Work 2: _____		
		- Work 3: _____		
			
2	Name of the second member	- Work 1: _____	_____ %	VND/USD
		- Work 2: _____		
		- Work 3: _____		
....		
Total		All work of bidding package	100%	VND/USD

3. The payment method for the Consortium in case of winning the bid and signing a contract with the Investor [*PIC insert name Vietsovpetro or others block*] is as follows:

- The Investor shall make direct payment to each member of the Consortium in accordance with the payment schedule specified in the Contract with the distributed amount corresponding to the proportion of workload agreed by the Consortium members and shown in column (4) of the Table of Responsibility in item 2 of this Consortium Agreement.
- Each member of the Consortium shall issue a Legal Invoice in accordance with the amount of the work performed by such Consortium member pursuant to the progress of each payment specified in the Contract

Article 3. Validity of Consortium Agreement

1. This Consortium Agreement valid from its signing date.

2. This Consortium Agreement shall be determined to be invalid in the following cases:

- In case the Consortium wins the bid, this Consortium Agreement is an integral part of the contract signed with the Vietsovpetro and shall only be terminated when the parties fulfill their responsibilities and obligations and complete the liquidation of the contract;
- The parties agree to terminate;
- The Consortium does not win the bid;



- Cancellation of bidding package _____ [*Write name of bidding package*] under the project _____ [*Write name project*] as notified by the Vietsovpetro.

Consortium Agreement is made in _____ copies, each party keeps _____ copy, each having equal legal force and authenticity.

LEGAL REPRESENTATIVE OF CONSORTIUM LEADER
[Full name, title, signature and stamp]

LEGAL REPRESENTATIVE OF CONSORTIUM MEMBERS
[Full name of each member, title, signature and stamp]

Note:

¹ *Depending on the size and nature of bidding package, the content of agreement as in this form can be amended appropriately. If the bidding package is divided into multiple independent parts, the consortium agreement must specify clearly the name, reference number of parts that the consortium participates, specify mutual responsibility and separate responsibility of each member in accordance with respective parts that bidder participates.*

² *The scope of authorization may include one or more above mentioned listed acts*

³ *Bidder must specify the detail work and the estimated percentage of respective value that each member will implement, mutual responsibility and separate responsibility of each member, including head member of the Consortium.*



GUARANTEE FOR BID PARTICIPATION ¹**(BID BOND)****(This form for independent bidder)**

Beneficiary: VIETSOVPETRO
105 LE LOI STR, VUNGTAU CITY, S.R. VIETNAM.
(Hereinafter referred to as the employer)

Date: _____ [Insert date of issue]

BID GUARANTEE No.: _____ [Insert guarantee reference number]

Guarantor: _____ [Insert name and address of place of issue, unless indicated in the letterhead]

We have been informed that[insert name of the Bidder.] (hereinafter called "the Applicant") will participate bid for execution of the bidding package _____ [name of the bidding package] under project _____ [name of the project] according to Bid Invitation letter No/Bid Announcement No. _____. [insert No. of Bid Invitation letter/ Bid Announcement No].

We [name of the bank], hereinafter referred to as "the bank", pledge Beneficiary to guarantee for the bidder to participate in bidding for this bidding package with an amount of [specify the value in number, in words, and the currency in use].

This guarantee is effective for².days, from the date.....month.....year³

At the request of the Applicant, we, as Guarantor, hereby unconditionally and irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of [insert amount in figures, insert amount in words] within 05 working days upon our receipt of written notice from Beneficiary stating without requiring proof that bidder violates the regulations as follows:

1. Bidder has withdrawn its Bid proposal after Deadline for Bid submission and during the validity period of bid proposal;
2. Bidder violating Law on Bidding leads to cancellation of Bid in accordance with point d, ITB 35.1;
3. Bidder fails or refuses to conduct contract negotiations within 05 working days from the date receipt of notification for negotiation of contracts by Vietsovpetro; or Bidder conducts contract negotiations but withdraws its Bid proposal leading to failed contract negotiations, except for force majeure;
4. Bidder fails or refuses to conduct contract finalization within 20 working days from the receipt date of Bid Award Notification from Vietsovpetro or bidder finalized contract but refuses to sign contract, except for force majeure;
5. Bidder does not conduct performance bond in accordance with ITB 43;

The said guarantee amount shall be paid by Guarantor forthwith to Beneficiary notwithstanding any contestation or protest by Guarantor or Applicant or by any third party, and irrespective of whether or not there is any dispute between Applicant and Beneficiary in respect of or relating to the Bidding package or in respect of any other matter and irrespective of whether or not such said dispute, if any, has been settled, resolved, litigated, or adjudicated upon otherwise howsoever.



If Applicant is selected as successful bidder: This guarantee will expire immediately if the Applicant signs contract and submit Performance Bond to Beneficiary in accordance with agreement in contract.

If Applicant is not selected as successful bidder: This Guarantee will expire immediately after we receive a copy of the Beneficiary's notification to the Applicant about the result of the Bidder selection; within 30 days after the validity period of bid proposal.

Any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

Legal representative of Bank

[name, position, signature and stamp]

Note:

- ¹ Apply if Bid Guarantee is in form of Letter of Guarantee from financial institution or foreign bank's branches which is legally operating in Vietnam
- ² Insert as stipulated in BDS 18.2
- ³ Insert Deadline for Bid submission as stipulated in BDS 21.1



GUARANTEE FOR BID PARTICIPATION¹(BID BOND)¹

(This form for consortium bidders)

Beneficiary: VIETSOVPETRO
105 LE LOI STR, VUNGTAU CITY, S.R. VIETNAM.
(Hereinafter referred to as the employer)

Date: _____ [Insert date of issue]

BID GUARANTEE No.: _____ [Insert guarantee reference number]

Guarantor: _____ [Insert name and address of place of issue, unless indicated in the letterhead]

We have been informed that[insert name of the Bidder.]² (hereinafter called "the Applicant") will participate bid for execution of the bidding package_ [name of the bidding package] under project [name of the project] according to Bid Invitation letter No... [name No. of Bid Invitation letter].

We [name of the bank], hereinafter referred to as "the bank", pledge Beneficiary to guarantee for the bidder to participate in bidding for this bidding package with an amount of [specify the value in number, in words, and the currency in use].

This guarantee is effective for³ days, from the date.....month... year⁴

At the request of the Applicant, we as Guarantor, hereby **unconditionally and irrevocably** undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of_ [insert amount in figures, insert amount in words] within 05 working days upon our receipt of written notice from Beneficiary stating without requiring proof that bidder violates the regulations as follows:

- 1) Bidder has withdrawn its Bid proposal after bid submission deadline and during the validity period of bid proposal;
- 2) Bidder violating Law on Bidding leads to cancellation of Bid in accordance with point d, ITB 35.1;
- 3) Bidder fails or refuses to conduct contract negotiations within 05 working days from the date receipt of notification for negotiation of contracts by Vietsovpetro; or Bidder conducts contract negotiations but withdraws its Bid proposal leading to failed contract negotiations, except for force majeure;
- 4) Bidder fails or refuses to conduct contract finalization within 20 working days from the receipt date of Bid Award Notification from Vietsovpetro or bidder finalized contract but refuses to sign contract, except for force majeure;
- 5) Bidder does not conduct performance bond in accordance with ITB 40.

If any member of consortium___[insert name of consortium] violates the Law, that leads to the Bid Bond not to be returned as specified in Point 15.4 - Instructions to Bidders of Invitation to Bids, then the Bid Bond of all consortium members shall not be returned.

The said guarantee amount shall be paid by Guarantor forthwith to Beneficiary notwithstanding any contestation or protest by Guarantor or Applicant or by any third party, and irrespective of whether or not there is any dispute between Applicant and Beneficiary in respect of or relating to the



Bidding package or in respect of any other matter and irrespective of whether or not such said dispute, if any, has been settled, resolved, litigated, or adjudicated upon otherwise howsoever.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security issued to the Beneficiary upon the instruction of the Applicant; or (b) if the Applicant is not the successful Bidder, upon the earlier of our receipt of a copy of the Beneficiary's notification to the Applicant of the name of the successful bidder within 30 days after the expiration of Bid Proposal.

Any demand for payment under this Bid Bond must be received by us at the office on or before that date.

Legal representative of Bank

[name, position, signature and stamp]

Note:

¹ Applying in case the bid security (bank security) is a letter of guarantee of credit institutions or foreign banks' branches which are established under Vietnamese law. The bank is recommended to use this Bid security (bid bond) form, in case of applying for other different forms that violates one of following regulations: bid security has lower value than required, the validity period of bid security is shorter than regulation prescribed in ITB 18.2, invalid name of Beneficiary, not original and without valid signature or with the disadvantageous conditions to Vietsovpetro, bid security shall be invalid.

² Bidders' name can be one of following cases:

- Name of consortium participates in bid, for instance consortium bidder A + B participates in bid, name of bidders shall be written "Consortium bidder A + B";

- Name of the member undertakes implementation of bid security for the entire consortium or for other partners in consortium, for instance consortium A + B + C participates in bid, case of the consortium agreement appointed bidder A performing bid security for whole consortium, the name of bidder shall be "Bidder A (on behalf of consortium bidder A + B + C), in case

the consortium agreement appointed bidder B performing bid security for bidder B and C, then name of bidder shall be written as "Bidder B (for the behalf of bidder B and C)";

- Name of consortium's member perform separate the bid security;

³ Insert as prescribed in point 18.2 Bidding Data Sheet (BDS).

⁴ Insert date deadline for bid submission in accordance with BDS 21.1



GUARANTEE FOR BID PARTICIPATION**(DEPOSIT)**

Date: (Date of signing application for bidding)
 Name of bidding package: (Name Package according to Bid Announcement)
 Name of project: (Name project)
 Bid invitation No. : (In case of limited tendering)
 Attention to: _____ (full name and address of employer)

With reference to the above mentioned bidding package, we [insert the name of the bidder] hereby would like to confirm as follows:

1. In lieu of the submission of Bid Bond issued by a bank, [insert the name of the bidder] shall implement bid guarantee for [name of bidding package] in the form of transfer to Vietsovpetro's bank account a deposit amount equivalent to the Bid Bond amount specified in the ITB, i.e [specify in number, in words, and currency of deposit]
2. Bidder confirm that Bidder shall comply all conditions as stipulated in Bid bond form of ITB. (In the event that Bidder confirms not to comply all conditions in the Bid bond's form in ITB, Bidder's bidding proposal shall not be evaluated)
3. After [insert the required bid bond validity period] days from the bid closing date, Vietsovpetro shall transfer deposit amount above to [insert the name of the bidder]'s account. [insert the name of the bidder] shall be responsible for all the bank fees in connection with this transfer.

4. Vietsovpetro's bank account:

Beneficiary's name: Vietsovpetro

Beneficiary's Bank: Joint Stock Commercial Bank for Foreign Trade of Vietnam – Vungtau Branch

Account Number: 008.100.00000.11 (VND) / 0081370000029 (USD)

Legitimate representative of the bidder
(Specify name, title, sign and stamp)



**BIDDING PRICE SCHEDULE OF SERVICES
(FOR FOREIGN BIDDERS)**

For foreign bidders:

Bidding prices shall include all taxes, fees, charges (if any) levied in connection with the performance of this Contract outside BUYER's country and Personal income tax (PIT) arisen inside BUYER's country. The Bidding price does not include Foreign contractor withholding tax (FCWT) for service and GOODS in Vietnam. Vietsovpetro will calculate and add FCWT 15.79% into the offered price for comparison and evaluation.

For imported material / equipment (if any), the delivery term is CFR Vietsovpetro port, Vungtau City, S.R Vietnam, Incoterm 2010.

No.	Description	Unit	Qty	Unit price (USD/ EUR)	Amount per line item (USD/EUR)
(0)	(1)	(2)	(3)	(4)	(5)=(3)x(4)
PROVISION OF PILE MONITORING AND DYNAMIC TESTING SERVICE					
I	Provision of Equipment service for Pile Monitoring and Dynamic Testing for two (02) piles Mob/ Demob place: Vietsovpetro's Port, Rach Dua Ward, Ho Chi Minh City, S.R Vietnam				
1	Mobilization of Equipment	Lumpsum	1		
2	Demobilization of Equipment	Lumpsum	1		
3	Hired Equipment as required in Technical Requirement				
3.1	For onshore	Dayrate	<i>Estimated 07 days</i>		
3.2	For offshore	Dayrate	<i>Estimated 20 days</i>		
4	Supply of full set of Materials/ Consumable/ Service for onshore activities and offshore operation	Lumpsum	1		
II	Provision of personnel service Mob/ Demob place: Vietsovpetro work's site				
1	<i>Onshore service</i>				
1.1	Mobilization of Personnel	Lumpsum	1		
1.2	Demobilization of Personnel	Lumpsum	1		
1.3	Personnel for onshore (at least 01 Engineer/ Analyst & 01 Technician/ Operator as required in Technical Requirement)				
1.3.1	PDA Engineer/Analyst	Manday	<i>Estimated 07 days</i>		
1.3.2	Field Technician/ Operator	Manday	<i>Estimated 07 days</i>		
2	<i>Offshore service</i>				
2.1	Mobilization of Personnel	Lumpsum	1		
2.2	Demobilization of Personnel	Lumpsum	1		
2.3	Personnel for offshore (at least 01 Engineer/ Analyst & 01 Technician/ Operator as required in Technical Requirement)				
2.3.1	PDA Engineer/Analyst	Manday	<i>Estimated 20 days</i>		



No.	Description	Unit	Qty	Unit price (USD/ EUR)	Amount per line item (USD/EUR)
(0)	(1)	(2)	(3)	(4)	(5)=(3)x(4)
2.3.2	Field Technician/ Operator	Manday	Estimated 20 days		
V	Other cost for completion full of service	Lumpsum	1		
Total bidding price included all taxes, fees, charges arise outside and inside Vietnam and Personal Income tax; except FCWT & Import tax arisen inside Vietnam (if any). (In word:.....)					

Notice: The price includes travel cost (air ticket, visa, accommodation, domestic travel...) and Personal Income tax
Timesheet of Personnel will be counted from completed check-in to check out at the Vung Tau airport.

**Legal representatives of bidder
(name, position, signature and stamp)**

SCHEDULE OF STANDBY RATE

No.	Description	Unit Price excluding FCWT (USD)	Remark
I	Equipment		
I.2	Onshore		
I.3	Offshore		
II	Personnel		
II.1	For onshore		
II.1.1	PDA Engineer/Analyst		
II.1.2	Field Technician/ Operator		
II.2	For offshore		
II.2.1	PDA Engineer/Analyst		
II.2.2	Field Technician/ Operator		

**Legal representatives of bidder
(name, position, signature and stamp)**

Note:

Columns (1), (2), (3), (4), (5): As per in Part 4, Attachment I –Scope of service.

Columns (6), (7): quoted by the Bidder. The Bidder inserts unit price and amount of each service. The Bidder must calculate and include expenses associated with duties, taxes and fees (if any).

When participating in bidding, bidders have to take responsibility of researching, calculating and offering sufficient tax, fees, charges (if any) in response to tax rates, expenses, fees at the time 28 days prior to the stipulated deadline for bid submission.

In case the bidder announces the bidding price not including taxes, fees, charges then the Bid Proposal of the bidder will be rejected.

Bidder must offer detail price in compliance with Scope of service in the total estimated cost table in Part 4.



For Vietnamese bidders:

Bidding prices shall include all taxes, fees, charges (if any) levied in connection with the performance of this Contract.

For imported material / equipment (if any):

- Based on the Article 12.10.(a), (b), (đ), of Decrees No.87/2010/NĐ-CP dated 13th August 2010 and Article 100.11 (a), (b), (e) of Circulars No.128/2013/TT-BTC dated 10th September 2013 of Ministry of Finance on continuous cooperation in geological exploration, oil and gas exploitation at continental shelf of Socialist Republic of Vietnam, Vietsovpetro is exempted from import tax in territory of Socialist Republic of Vietnam when moving in/out material, equipments and goods which have not yet been produced inside Vietnam for Oilfield on Block (...). **Bidders are requested to confirm using quota or not.**
- In case of using quota of Vietsovpetro/ Client for Project, import tax / temporary import and re-export tax and VAT will be quoted separately.
(When using quota of Vietsovpetro/ Client for Project, quantity of the imported material / equipment must not exceed the quantity stipulated in the contract. In case the actual used quantity is less than the imported quantity, bidder must be responsible for imported tax and VAT for the differences).
- In case of not using quota of Vietsovpetro, bidding price includes all taxes, fees, charges (if any) arisen inside Vietnam.

Form No. 05 (b)

**BIDDING PRICE SCHEDULE OF SERVICES
(FOR VIETNAMESE BIDDERS)**

No.	Description	Unit	Qty	Unit price (VND)	Amount per line item (VND)
(0)	(1)	(2)	(3)	(4)	(5)=(3)x(4)
PROVISION OF PILE MONITORING AND DYNAMIC TESTING SERVICE					
I	Provision of Equipment service for Pile Monitoring and Dynamic Testing for two (02) piles Mob/ Demob place: Vietsovpetro's Port, Rach Dua Ward, Ho Chi Minh City, S.R Vietnam				
1	Mobilization of Equipment	Lumpsum	1		
2	Demobilization of Equipment	Lumpsum	1		
3	Hired Equipment as required in Technical Requirement				
3.1	For onshore	Dayrate	<i>Estimated 07 days</i>		
3.2	For offshore	Dayrate	<i>Estimated 20 days</i>		
4	Supply of full set of Materials/ Consumable/ Service for onshore activities and offshore operation	Lumpsum	1		
II	Provision of personnel service Mob/ Demob place: Vietsovpetro work's site				
I	Onshore service				
1.1	Mobilization of Personnel	Lumpsum	1		
1.2	Demobilization of Personnel	Lumpsum	1		



No.	Description	Unit	Qty	Unit price (VND)	Amount per line item (VND)
(0)	(1)	(2)	(3)	(4)	(5)=(3)x(4)
1.3	Personnel for onshore (at least 01 Engineer/ Analyst & 01 Technician/ Operator as required in Technical Requirement)				
1.3.1	PDA Engineer/Analyst as required in Technical Requirement	Manday	<i>Estimated 07 days</i>		
1.3.2	Field Technician/ Operator	Manday	<i>Estimated 07 days</i>		
2	<i>Offshore service</i>				
2.1	Mobilization of Personnel	Lumpsum	1		
2.2	Demobilization of Personnel	Lumpsum	1		
2.3	Personnel for offshore (at least 01 Engineer/ Analyst & 01 Technician/ Operator as required in Technical Requirement)				
2.3.1	PDA Engineer/Analyst as required in Technical Requirement	Manday	<i>Estimated 20 days</i>		
2.3.2	Field Technician/ Operator	Manday	<i>Estimated 20 days</i>		
V	Other cost for completion full of service	Lumpsum	1		
	Total bidding price including taxes, fees, charges but excluding VAT				
	VAT				
	Total bidding price including all taxes, fees, charges (if any) arisen inside of Vietnam.				

**Legal representatives of bidder
(name, position, signature and stamp)**

Contract price will be converted to VND by Vietcombank's selling exchange rate at Deadline for Bid submission date.



SCHEDULE OF STANDBY RATE

No.	Description	Unit Price excluding VAT (VND)	Remark
I	Equipment		
I.2	Onshore		
I.3	Offshore		
II	Personnel		
II.1	For onshore		
II.1.1	<i>PDA Engineer/Analyst</i>		
II.1.2	<i>Field Technician/ Operator</i>		
II.2	For offshore		
II.2.1	<i>PDA Engineer/Analyst</i>		
II.2.2	<i>Field Technician/ Operator</i>		

**Legal representatives of bidder
(name, position, signature and stamp)**

Note:

Columns (1), (2), (3), (4), (5): As per in Part 4, Attachment I –Scope of service.

Columns (6), (7): quoted by the Bidder. The Bidder inserts unit price and amount of each service. The Bidder must calculate and include expenses associated with duties, taxes and fees (if any).

When participating in bidding, bidders have to take responsibility of researching, calculating and offering sufficient tax, fees, charges (if any) in response to tax rates, expenses, fees at the time 28 days prior to the stipulated deadline for bid submission.

In case the bidder announces the bidding price not including taxes, fees, charges then the Bid Proposal of the bidder will be rejected.

Bidder must offer detail price in compliance with Scope of service in the total estimated cost table in Part 4.



BIDDER'S INFORMATION FORM

Date: _____

NCB No. and title: _____

Bidder's name: _____ *[specify Bidder's name]*

In case of consortium, insert name of each partner in consortium

Place of business registration *(indicate province/city of Constitution)*

Year of business founding / incorporation __ *[year of company founding]*

Bidder's legal address *(in country of registration)*

Bidder's legitimate representative information:

Name:

Address:

Telephone/fax numbers:

E-mail address:

1. Attached are copies of original documents: Articles of Incorporation Business Registration, Decision of Establishment or equivalent documents of constitution or association issued by authority of country where Bidder is operating.
2. Included the organizational chart.

Legitimate representative of the bidder

(Specify name, title, sign and stamp)



INFORMATION FORM FOR CONSORTIUM BIDDER'S MEMBERS¹

Date: _____

Bid package No. and titles: _____

Consortium Bidder's name:

Consortium member's name:

Consortium member's country of registration:

Consortium member's year of foundation:

Consortium member's legal address in country of registration:

Consortium member's legitimate representative information:

Name:

Address:

Telephone/fax numbers:

E-mail address:

1. Attached are copies of original documents of: Business Registration of Company, Certificate of Investment, Decision of Establishment, etc.
2. Included is the organizational chart.

Legitimate representative of the bidder

(Specify name, title, sign and stamp)

Note:

¹In case of consortium, each member must declare this form.



LIST OF COMPANIES TO PERFORM THE WORK OF BIDDING PACKAGE ⁽¹⁾

No.	Name of company ⁽²⁾	Part of work ⁽³⁾	% of bidding package (4)	Remarks
1				
2				
3				
4				
5				
...				

Legitimate representative of the bidder

(Specify name, title, sign and stamp)

Ghi chú:

(1) In case the contractor participating in the bid is the parent company (for example, a Corporation), the contractor must clearly declare the work for subsidiaries and member companies. The evaluation of the contractor's experience and capacity is based on the value and volume undertaken by the parent company, subsidiary, and member company in the bidding package and declared in the bid. In case the participating contractor is not the parent company, this Form is not applicable.

(2) Specify the name of the subsidiary or member company.

(3) Specify the part of the work undertaken by the subsidiary or member company.

(4) Specify the % of work undertaken by the subsidiary, the member company compared to the bid price.



HISTORICAL CONTRACT NON-PERFORMANCE¹

Bidder's name: _____

Date: _____

Consortium partner's name (if any): _____

Non-Performed Contracts in accordance with Criteria 2.1 of Chapter III, Bid Evaluation Criteria

- Contract non-performance did not occur since 1st January year ____ [insert number] specified in Chapter III, Bid Evaluation Criteria, criterion 2.1.
- Contract(s) not performed since 1st January year ____ [insert number] specified in Chapter III, Bid Evaluation Criteria, criterion 2.1.

Year	Non-performed portion of contract	Contract Identification	Total contract value (current value, currency unit, exchange rate, equivalent value in VND)
		Contract Identification: Name of Employer: Address of Employer: Reason(s) for non performance:	

Legitimate representative of the bidder
(Specify name, title, sign and stamp)

Note:

¹Bidders must declare accurately, honestly such historical contracts non-performance; if Vietsovpetro discovers any bidder having its historical contract non-performance without declaration, the bidder shall be considered fraud and the Bid Proposal will be rejected.

In case of consortium bidders, each member must declare according to this Form.



BIDDER'S HISTORICAL FINANCIAL PERFORMANCE¹

Bidder's name: _____

Date: _____

Name of Consortium member (if any): _____

Financial Data for Previous 03 Years ² [VND]		
Year 01	Year 02	Year 03

Information from balance sheet

Total assets			
Total liabilities			
Net worth			
Current assets			
Current liabilities			
Working capital			

Information from Income Statement

Total turnover			
Average annual turnover from business activities ³			
Profits before taxes			
Profits after taxes			

Attached are copies of financial statements (balance sheets, including all related notes and income statements) for the last three years⁴, as indicated above, complying with the following conditions:

- All such documents reflect the financial situation of the legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries or affiliates.
- Historic financial statements must be audited in accordance with the applicable laws and regulations.
- Historic financial statements must be complete, including all notes to the financial statements.
- Historic financial statements must correspond to accounting periods already completed and audited. Attached with notarized copies one of following original documents:
 - Tax finalization inspection report.
 - Declaration form of self tax finalization report (VAT and CIT) confirmed by the Tax department/ District tax department at the time of submitting the declaration form.
 - Proper documentation in which the bidder has declared the electronic tax finalization.
 - Confirmation in writing from tax department/ district tax department (confirmed the cumulative payment for full year) about complying paying tax duty.
 - Audited report
 - Other documents

**Legitimate representative of the bidder
(Specify name, title, sign and stamp)**

Note:



- (1) In case of Consortium Bidder then each member of Consortium Bidder must declare according to this Form.
- (2), (4) The period stated here should be the same as the period indicated under Criterion 2.1 of Chapter III (Bid Evaluation Criteria).
- (3) To determine average annual turnover from business activities, the Bidder will divide total turnover from business activities in years to number of years based on supplied information.



AVERAGE ANNUAL TURNOVER ⁽¹⁾*(Not applicable)*

Each bidder or joint venture member must fill out this form.

The information provided must be the annual revenue from service provision activities of the contractor or each joint venture member in each year for work being performed or completed on the basis of invoiced amounts, application to the contractor or to each joint venture member.

Contractor's annual revenue figures for the most recent ___year	
Year	Amount (VND)
Contractor's average annual revenue ⁽³⁾	

Legitimate representative of the bidder
(Specify name, title, sign and stamp)

Note:

- (1) In case of a joint venture contractor, each member of the joint venture contractor must write in this Form.
- (2) The bid solicitor needs to record the deadline described in the Table of evaluation standards for capacity and experience in Section 2, Chapter III - Bid evaluation standards.
- (3) To determine the average annual revenue, the contractor will divide the total revenue of the years by the number of years based on the information provided.



(Not applicable)

FINANCIAL RESOURCES¹

Specify the expected financial resources, such as liquid assets², credit limit and other financial resources (other than any contractual advance payments) available to meet the financial resources requirement indicated in Form 16 in this Chapter

Financial Resources		
No.	Source of financing	Amount (VND/USD)
1		
2		
3		
...		
Total source of financing of bidder (TSFB)		

Legitimate representative of the bidder
(Specify name, title, sign and stamp)

Note:

¹ Every bidder or consortium member must provide his own information of financial resources with proof of document.

The mobilized financial resources estimated by bidder to implement the bidding package is calculated by this formula:

$$FR = TSFB - RRFC$$

With:

- FR: the estimated mobilized financial resources to implement the bidding package;
- TSFB: total source of financing of bidder (total source of financing specified in this form);
- RRFC: cumulative financial resources requirement for current contract commitments (specified in Form no 16);

Bidder is evaluated as meeting requirements of the financial resources for the bidding package if having estimated mobilized financial resources to implement the bidding package (FR) at least equal to the required value specified at Evaluation criteria 3.3 Point 2.1 Chapter III – Bid Evaluation criteria. In case bidders submit the written credit commitments in Bid Proposal from the credit organizations legally operating in Vietnam, that irrevocably undertake to issue credit to bidder in order to implement the under evaluated bidding packing with the line of credit at least equal to the required value specified at Evaluation criteria 3.3 Point 2.1 Chapter III – Bid Evaluation criteria during the period of executing contract, bidder shall be evaluated meeting the financial resource requirements of the bidding package and not required to declare the information specified in this form and form no. 16.

² Liquid Assets mean cash and cash equivalents, short-term financial instruments, short term available-for-sale-securities, marketable securities, trade receivables, short-term financing receivables and other assets that can be converted into cash within one year.

Form No. 12



(Not applicable)

**MONTHLY FINANCIAL RESOURCES REQUIRED FOR EACH CONTRACTS¹ IN
PROGRESS**

No.	Name of Contract	Employer's Contact (Address, Tel, Fax)	Contract Completion Date	Remaining Contract Period in months (A) ²	Outstanding Contract Value (B) ³	Monthly Financial Resources Requirement (B/A)
1						
2						
3						
...						
Cumulative Financial Resources Required for Current Contracts Commitments (RRFC)						

Legitimate representative of the bidder

(Specify name, title, sign and stamp)

Note:

- ¹ Bidder (or each consortium member) should provide information indicated below in order to calculate the aggregated financial resources requirement, which equals the sum of: (i) the Bidder's (or each consortium partner's) current commitments on all contracts that have been awarded or for contracts approaching completion; (ii) financial resources requirement for subject contract as determined by the Employer. Bidder must also disclose any other financial obligations that could materially affect the implementation of subject contract if such contract were to be awarded to the Bidder.
- ² Remaining contract period to be calculated from 28 days prior to bid submission deadline.
- ³ Remaining Outstanding Contract Values to be calculated from 28 days prior to the bid submission deadline.



SIMILAR CONTRACT PERFORMED BY BIDDER¹

Date __ month __ year __

Bidder's name: __ [full name of bidder]

Descriptions of each contract should contain following information:

Contract name and number	<i>[Full name of contract, identification]</i>		
Contract signing date	<i>[insert Day month year]</i>		
Completion date	<i>[insert Day month year]</i>		
Total contract amount	<i>Total contract amount and currency signed</i>		Equivalent VND/USD
If partner in a consortium, specify participation in total contract amount	<i>[Percent of total]</i>	<i>Total amount and currency signed</i>	
Project's name	<i>[Full name of project of which has contract being declared]</i>		
Purchaser's name	<i>[Insert Full name of Purchaser in contract being declared]</i>		
Address	<i>[Insert Full current address of Purchaser]</i>		
Telephone/fax: E-mail:	<i>[Telephone no, fax no including country code, postcode and E-mail address]</i>		
Description of similarity in accordance with Criteria 2.1 of Section III – Evaluation Criteria			
1. Types of goods	<i>[Insert appropriate information]</i>		
2. Value	<i>[Insert amount in VND/USD]</i>		
3. Size of performance	<i>[insert size of similar contracts/project in accordance with contract]</i>		
4. Other characteristics	<i>[other characteristics if necessary]</i>		

Bidders must attach copies of original documents related to contracts (confirmation from Purchaser's of completed contract in accordance with related content in the above table)

Legitimate representative of the bidder
(Specify name, title, sign and stamp)

Note:

1. In case of consortium, each member must declare according to this Form.
2. Bidders only declare the similar content with the requirements of the bidding package.



PROPOSED KEY PERSONEL

- For each job proposed at this Form, the Bidder must declare detailed information in accordance with Form 10 and Form 11 of this Chapter.
- The Bidder must declare key personnel on site with sufficient skills in response to requirements at Criteria 2.2 of Chapter III – Bid Evaluation Criteria and ready to mobilize for bidding package; personnel that are already mobilized for other bidding packages with the same performance time shall not be declared. In case of deceit declaration, the Bidder will be considered fraud.

1	Job position <i>[detailed job position in the bidding package]</i>
	Name <i>[name of key personnel]</i>
2	Job position <i>[detailed job position in the bidding package]</i>
	Name <i>[name of key personnel]</i>
3	Job position
	Name
4	Job position
	Name
5	Job position
	Name
—	Job position
	Name

Legitimate representative of the bidder
(Specify name, title, sign and stamp)



PROFESSIONAL CURRICULUM VITAE OF KEY PERSONNEL

The Bidder must supply all required information below and attach copies of original related documents.

Position		
Personnel Information	Name	Date of Birth
	Professional Qualification	
Current Job	Employer's name	
	Employer's address	
	Telephone no:	Contact person (Deputy / HR officer)
	Fax	E-mail
	Title	Number of years of experience with the present employer

Legitimate representative of the bidder
(Specify name, title, sign and stamp)



PROFESSIONAL EXPERIENCE

Summarize professional experience in reverse chronological order. Specify professional and management experience related to the bidding package

From	To	Company/Project/Position/Related professional and management experience

Legitimate representative of the bidder
(Specify name, title, sign and stamp)



LIST OF EQUIPMENT

(If the application form does not stipulate the ability to mobilize major machinery and equipment, this form shall be deleted)

Bidders are only allowed to declare the main equipment that meets the requirements for the main equipment as stated in the list according to the requirements specified in Section 3 Chapter III - Bid Evaluation Criteria that can be readily mobilized. for the bidding package; The equipment mobilized for other bidding packages must not be declared with the same mobilization time as the implementation time of this bidding package. In case of dishonest declaration, the contractor will be assessed as fraudulent.

Equipment must be owned by the contractor or can be rented, but the contractor must demonstrate the ability to mobilize to meet the requirements of the bidding package. In case the equipment is owned by the contractor, it must be accompanied by documents to prove that the equipment is owned by him. In case of leasing, there must be an equipment rental contract and documents proving that the equipment is owned by the lessor. Contractors must declare in the form below for each type of equipment:

Name of equipment		
Information	Manufacturer	Model
	Power	Year of manufacture
	Function	Country of Origin
Condition	Location	
	Mobilization status	
Sources	Ownership: <input type="checkbox"/> Owned <input type="checkbox"/> Rent <input type="checkbox"/> For rent <input type="checkbox"/> Special manufactured	

For equipment not owned by the contractor, the contractor must declare the following information:

Ownership	Name of Owner	
	Address of Owner	
	Phone	Name and Title
	Fax	Telex
Agreement	Agreement on renting equipment for the project	



Legitimate representative of the bidder
(Specify name, title, sign and stamp)

Form No. 17 (a)

SCOPE OF WORK USING SUB-CONTRACTORS¹

No.	Name of sub-contractor ²	Scope of work ³	Amount of work ⁴	Value estimated ⁵	Contract or agreement document with sub-contractor ⁶
1					
2					
3					
4					
...					

Legitimate representative of the bidder
(Specify name, title, sign and stamp)

Note:

¹ Applying this form in case of using sub-contractors.

² Bidder specifies the sub-contractor's names. In case at the moment at participating in bid, the sub-contractors yet have not been identified, bidders do not have to provide information in this column, but it should be declared in the column "Scope of work". After that, if bidder is being successful, since the sub-contractors mobilized for implementing the work have to be approved by the Vietsovpetro.

³ Bidder specifies name and work description for the sub-contractor.

⁴ Bidder specifies the scope of work for the sub-contractor.

⁵ Bidder specifies the value of work percentage which the sub-contractor undertakes compared to the bidding price.

⁶ Bidder specifies the contracts number or agreement documents, the bidder should submit the original or notarized copy of these documents.



LIST OF SPECIALIZED SUB-CONTRACTORS¹

Bidder must provide the proof evidence which meets requirements prescribed at Point 2.3 Chapter III, Evaluation criteria of the Bid Proposal.

STT No	Name of specialized subcontractor ²	Scope of work ³	Amount of work ⁴	Percentage value estimated ⁵	Contract or agreement document with specialized subcontractor ⁶
1					
2					
3					
4					
...					

Legitimate representative of the bidder
(Specify name, title, sign and stamp)

Note:

- ¹ Applying this form in case of using sub-contractor.
- ² Bidder specifies the specialized sub-contractor's name.
- ³ Vietsovpetro specifies names and works description that are implemented by the specialized sub-contractor.
- ⁴ Bidder specifies the scope of work assigned to the specialized sub-contractor.
- ⁵ Bidder specifies the value of work in percentage which the specialized sub-contractor undertakes to perform, compared to the bidding price.
- ⁶ Bidder specifies the contract numbers or agreement documents, the bidder should submit the original or notarized copy of these documents.



LIST OF SUBSIDIARIES TO PERFORM THE WORK OF BIDDING PACKAGE

STT	Name of subsidiary⁽²⁾	Scope of work (3)	% compared to bidding package (4)
1			
2			
...			

Legitimate representative of the bidder
(Specify name, title, sign and stamp)

Remarks:

(1) In case the contractor participating in the bidding is the parent company (for example, a Corporation) that mobilizes its subsidiaries or member companies to perform a part of the work in the bidding package, it must make a specific declaration in this Form. The evaluation of the contractor's experience and capacity is based on the value and volume undertaken by the parent company, subsidiary, and member company in the bidding package. In case the participating contractor is not the parent company, this form is not applicable.

(2) Specify the name of the subsidiary or member company.

(3) Specify the part of the work undertaken by the subsidiary or member company.

(4) Specify the value of the work performed by the subsidiary or the member company compared to the bid price.



**SOLUTIONS AND METHODOLOGY PROPOSED BY THE BIDDER TO PROVIDE
NON-CONSULTING SERVICES
FOR PERFORMANCE OF SERVICES**

The contractor prepares the proposal according to the contents specified in Chapter V - Requirements on scope of supply, including the following parts:

- 1. Solution and methodology;*
- 2. Execution plan;*

**Legitimate representative of the bidder
(Specify name, title, sign and stamp)**



PART 2. TECHNICAL REQUIREMENTS

Chapter V. Technical Requirements

(Refers to attachment in Part 4.Appendices)



PART 3. CONDITIONS OF CONTRACT AND CONTRACT FORMS

FORM 19. Letter of Proposal Acceptance and Contract Award

FORM 20. Contract form



LETTER OF PROPOSAL ACCEPTANCE AND CONTRACT AWARD



Contract form

This Contract is made and entered into _____, 2026 by and between:

JOINT VENTURE VIETSOVPETRO

Add: 105 Le Loi Street, Vung Tau City, S.R.Vietnam.

Tel. : (84-254) 383 9871

Fax : (84-254) 383 9857

Represented by:

Hereinafter referred to as the COMPANY

AND

..... hereinafter referred together as the SUPPLIER. shall be jointly and severally liable to COMPANY for all their obligations under this Contract.

(hereinafter individually referred to as “Party” or collectively referred to as “Parties”).

It is hereby agreed as follows:

ARTICLE 1. OBJECT OF CONTRACT

Subject to and on the terms and conditions herein set forth, SUPPLIER hereby agrees to supply to COMPANY, and COMPANY agrees to purchase from SUPPLIER “Hiring Piles Dynamic Monitoring Service” in conformity with all provision/conditions of CONTRACT and its Schedules concerned, and SUPPLIER shall be responsible for carrying out service required by COMPANY as described in CONTRACT

ARTICLE 2. SCOPE OF SERVICES

- 2.1 The “SERVICES” means the SERVICES to be performed by SUPPLIER as described in APPENDIX NO.1: SCOPE OF SERVICES herein.



- 2.2 Duration of Equipment and Personnel Rental Period: The Equipment and personnel rental period shall start from the date of signing On-hire certificate to Off-hire certificate by COMPANY and SUPPLIER.
- 2.3 On-hire certificate shall be issued after Equipment and Personnel is available at Company Site /Vung Tau Port, Vung Tau City, S.R Viet Nam and completed with function test and ready for work.
- 2.4 Off-hire certificate shall be issued after the service is completed successfully and Equipment is released at Company Site /Vung Tau Port, Vung Tau City, S.R Viet Nam
- 2.5 Estimated duration of Equipment and Personnel Rental Period:
- For onshore: tentative 7 days, from
 - For offshore: tentative 20 days, from
- 2.6 Notification mechanism for equipment mobilization as following:
- 30 days for window 7 days
 - 7 days fix date
- 2.7 Notification mechanism for personnel mobilization as following:
- 30 days for window 7 days
 - 7 days fix date
- 2.8 All Equipment shall be delivered at Company Site /Vung Tau Port, Vung Tau City, S.R Viet Nam

ARTICLE 3. PRICE AND TOTAL VALUE

- 3.1 The unit price and rates are specified as in Appendix No. 2: SCHEDULE OF PRICE of this contract. The unit price and rate are fixed and does not change during the effective contract period.
- Total estimated value of this Contract is
- The actual value of hiring personnel shall be calculated based on the actual schedule and fixed unit price.
- 3.2 The Contract Price is the value to perform the Services including all taxes, fees and charges in accordance with the laws of Vietnam and necessary expenses for SUPPLIER to perform the services, the obligations mentioned above.
- 3.3 Within 30 calendar days after the Parties complete the settlement and pay the settlement value or upon request, SUPPLIER and COMPANY will sign a debt reconciliation record to confirm the debt situation regarding to this contract at the time requested.

ARTICLE 4. PAYMENT

- 4.1 First payment: 100% of mob cost shall be paid within 45 days after submission by the Supplier to the Company of the following documents:
- Supplier's invoice for above in E-invoice.



- Supplier's Performance Bond covering 10% of the contract's estimate value in one original and two copies.
 - On-hire Certificate (Appendix No.4) signed by the Company and Supplier's representatives after completed the customs clearance, testing, inspection, and ready for work in two originals and two copies;
 - Testing, inspection protocol (Appendix No.3) signed by the Company and Supplier's representatives in two originals and two copies.
- 4.2 Balance payment: the balance amount of the actual Contract value shall be paid within 45 days after signing Acceptance Protocol certifying that the Services have been performed and completed by the Supplier and upon presentation by the Supplier to the Company of the following documents:
- Supplier's Invoice for the balance amount of the Services (E-invoice);
 - Off-hire Certificate (Appendix No.5) signed by the Company's and Supplier's representatives stating that completed the work (01 original and 01 copy).
 - "Acceptance Protocol for completion of services" signed by the Company's and Supplier's representatives in two originals and two copies;
 - Time sheet of hired Specialist for Operation signed by the Company's Representatives and Supplier's Representatives (01 original and 01 copy).
 - Time sheet of hired equipment signed by the Company's Representatives and Supplier's Representatives (01 original and 01 copy).
 - Balance amount sheet signed by the Company's Representatives and Supplier's Representatives (01 original and 01 copy).
- 4.3 Notification by Company of any disputed amount/items must be made within ten (10) working days on receipt of Supplier's invoices, otherwise they are deemed as accepted.
- 4.4 All undisputed amounts/items shall be paid within fifteen (15) working days on receipt of Supplier's invoices.
- 4.5 All invoices together with a full set of supporting documents shall be sent to Vietsovpetro addressed at 105 Le Loi Street, Vũng Tau, Vietnam.
- 4.6 All banking fees, including bank commission, levied inside S. R. VIETNAM shall be at the COMPANY'S account.
- 4.7 Payment shall be paid by bank transfer to the account of each consortium member according to value of work that each consortium member performs in this contract. The fee for transferring money at any party's bank will be borne by that party.
- 4.8 All banking fees, levied outside VIETNAM shall be at the SUPPLIER'S account.

ARTICLE 5. TAX AND DUTY OBLIGATIONS

- 5.1 All taxes, levies or duties of any kind, and customs fees levied outside Vietnam and personnel income tax levied on the SUPPLIER's personnel in Vietnam (if any) in connection with the



execution of this Contract will be at the SUPPLIER's account.

- 5.2 SUPPLIER is solely responsible for carrying out customs procedures for imported goods (temporarily imported for re-export). COMPANY allows SUPPLIER to use import quota of project registered at Customs to carry out import procedures and support SUPPLIER to apply the import quota for shipment of this contract so that SUPPLIER can apply for import tax exemption according to regulations
- 5.3 To facilitate customs clearance and import tax exemption procedures, SUPPLIER's equipment should be imported to Vung Tau port. COMPANY is not responsible for paying tax if SUPPLIER's equipment is imported to another port which cannot apply tax exemption procedures or SUPPLIER does not use import quota of project.
- 5.4 In case SUPPLIER has used Quota without tax exemption, SUPPLIER shall pay tax and COMPANY shall refund the tax amount that SUPPLIER has paid to the tax authority based on actual documents.
- 5.5 The Contract Price excludes the followings:
-

ARTICLE 6. REPRESENTATIVES

- 6.1 COMPANY shall designate a representative who shall have full authority to act for and on behalf of COMPANY in all matters connected with this CONTRACT. SUPPLIER shall appoint a project engineer on the Project (defined hereinafter) who shall have full authority to act for and on behalf of SUPPLIER in all operational matters connected with this CONTRACT.

ARTICLE 7. TECHNICAL SUPPORTS SITE SERVICES

- 7.1 The SUPPLIER shall send Technical specialists to operate equipment, testing, inspection in onshore
- 7.2 SUPPLIER's Technical specialists must be responsible for operating the equipment during offshore piling work of installation project.
- 7.3 All charges for the Technical specialists' trip to and implementing onshore work in Vietnam including return air tickets, local transportation, hotel accommodation, food... will be borne by the SUPPLIER.
- 7.4 COMPANY will be responsible for transportation, food, and accommodation for Technical specialist for offshore period.
- 7.5 The SUPPLIER shall inform the COMPANY latest 10 days prior to the start of onshore testing/ commission of ... the list of Technical specialists supporting onshore testing, inspection, and offshore operation. COMPANY will guide SUPPLIER's specialists the COMPANY's HSE regulation onshore and offshore.
- 7.6 The requirement of Technical Specialist (at least 01 technical and 01 supervisor)
- Have experience in at least 02 similar project and at least 05 years Cumulative Operation Experience.



- Have valid Operating Certificate, Health certificate, BOSIET /T-FOET certificate for offshore working and any other certification as the requirement of project HSE documents.
- Photocopy of list of projects that the specialist have done for the nearest 3 years.
- Speaking and writing English fluently.
- CV of the specialist (name, age, health, nation,...).
- Time for working: 12 hours per day.

ARTICLE 8. TECHNICAL TESTING, INSPECTION AT SITE

- 8.1 SUPPLIER shall dispatch SUPPLIER's Team of Testing, inspection of equipment at Vietsovpetro port. This testing, inspection shall be in conformity and have to satisfy all technical requirements of this CONTRACT.
- 8.2 In the inspection/test process if the hired equipment are not pass as technical requirements of this CONTRACT, the COMPANY's representatives shall have right to request the SUPPLIER to replace the same as requirements.
- 8.3 Upon successful inspection and test of the hired equipment, the SUPPLIER and the COMPANY's representatives shall jointly sign an Inspection Protocol as Part IV attached, certifying that the hired equipment has been passed the inspection, test with good results.
- 8.4 After completion of tests, the SUPPLIER and the COMPANY's representatives shall sign the On-hire Certificate for commencement to rent.

ARTICLE 9. OPERATION CONDITIONS

- 9.1 SUPPLIER is responsible to operation the rental equipment
- 9.2 SUPPLIER warrants that SUPPLIER's rental equipment specified in Scope of Work (Appendix 1) herein, shall be free from defects in material and shall be in operational condition to perform the SERVICES as described in this Agreement.
- 9.3 SUPPLIER shall, at SUPPLIER's expense, repair or replace without undue delay, any parts or spare parts of the equipment during the rental period on the Project. COMPANY shall have right to deduct the time of rental due to delay time of replace or repair the rental equipment.
- 9.4 SUPPLIER must repair or replace any parts or spare parts of the rental equipment during the rental period within 04 hours after detecting damage.

ARTICLE 10. INSURANCE

The minimum requirements are:

- (a) Insurance which the SUPPLIER is obliged to carry under applicable laws and/or in the countries in which the Work is directly related.
- (b) Employer's Liability insurance in accordance with applicable law.
- (c) SUPPLIER's Equipment insurance (SUPPLIER owned or rented equipment) covering all equipment belonging to the SUPPLIER or used by or on behalf of the SUPPLIER for its performance hereunder and which is brought to and kept at any site, for an amount



not less than the net book value thereof. At the SUPPLIER's discretion, the SUPPLIER may "self insure" this risk.

- (d) The SUPPLIER shall arrange for all Policies of Insurance required under this contract to be endorsed to show the Company.
- (e) "Comprehensive General Liability Insurance" for an indemnity limit in accordance with applicable law per claim for bodily injury, loss of life and/or property damage,

ARTICLE 11. INDEMNIFICATION

11.1 Personnel of SUPPLIER:

SUPPLIER shall be responsible for and shall protect, defend, indemnify and hold harmless Indemnities from and against any and all claims, liabilities, costs, damages and expenses of every kind and nature, with respect to injury or death or damage to or loss of property of any person employed by SUPPLIER howsoever arising and whether or not the negligence or other breach of duty of Indemnities caused or contributed to such injury.

11.2 Personnel of COMPANY:

COMPANY shall be responsible for and shall protect, defend, indemnify and hold harmless SUPPLIER from and against any and all claims, liabilities, costs, damages and expenses of every kind and nature, with respect to injury or death of damage to or loss of property of any person employed by Indemnities howsoever arising and whether or not the negligence or other breach of duty of SUPPLIER caused or contributed to such injury.

11.3 Loss of or Damage to Work:

SUPPLIER shall indemnify and hold Indemnities harmless against all claims, proceedings, damages, expenses, liabilities, losses including costs and legal fees (on a solicitor client basis) arising out of or connected with all damage to or destruction or loss to the Work or any part thereof, beneficially and/or absolutely owned by or the responsibility of Indemnities arising out of any act or omission of SUPPLIER and their respective officers, employees, agents or representatives without regard to whether any act of omission of Indemnities contributed to the damage, destruction or loss.

However, SUPPLIER shall not be responsible for nor be liable to indemnify and hold Indemnities harmless for any property damage or loss caused solely by the negligence of COMPANY.

11.4 Damage to COMPANY's Existing Property

SUPPLIER shall be liable for and shall indemnify Indemnities against any damage to or destruction or loss of property owned or operated by COMPANY arising during, and/or as a result of the performance of this Contract and/or under SUPPLIER's custody, without regard to whether any act or omission of Indemnities contributed to the loss.

COMPANY's existing and owned property shall include but not limited to:-

- a) Property existing separately from the Work and in reasonable proximity to the Site; or
- b) Parts of the Work of which COMPANY has taken possession and/or assumed custody and



control.

11.5 SUPPLIER Equipment

SUPPLIER shall assume the risk of, and shall be solely responsible for and in this regard shall indemnify, defend and hold Indemnities harmless against any claims arising out of all damage to and/or loss or destruction of SUPPLIER and its Sub-SUPPLIER's Equipment and property, from any cause whatsoever, at all times during the duration of this Contract. SUPPLIER shall replace any lost or damaged SUPPLIER Equipment at SUPPLIER's sole cost in the most expeditious manner possible and at SUPPLIER's sole expense.

11.6 SUPPLIER shall notify COMPANY immediately of any damage, loss or destruction of property used in connection with the Work and any injury or death of persons occurring in connection with the performance of the Work and to furnish to COMPANY adequate written reports pertaining to same.

11.7 COMPANY shall indemnify and hold SUPPLIER harmless from liability for pollution from fire, explosion, well out of control, escape of product as a result of Work hereunder provided however, that if such pollution is the result of gross negligence or willful misconduct of SUPPLIER then in such case SUPPLIER shall indemnify and hold harmless Indemnities from and against such liability resulting from pollution and shall reimburse COMPANY for costs incurred or payments made by COMPANY to control or clean up the pollution or as compensation for payments made by the COMPANY for damages suffered by others.

11.8 SUPPLIER shall protect, indemnify and hold Indemnities harmless from and against all liability for any pollution arising out of the Work performed hereunder and resulting from the negligent act or omission of SUPPLIER or its employees and shall reimburse COMPANY for all control and/or cleanup costs, and/or claims related to any such pollution.

11.9 SUPPLIER undertakes that equipment or rubbish in any form originating from the Work will not be dumped overboard.

11.10 Except as otherwise provided in this ARTICLE, the indemnities given by the SUPPLIER shall not be reduced by reasons of any negligence or omission of COMPANY Representative in failing to supervise or control the SUPPLIER's site operations or methods of working or to detect or prevent or remedy defective Work or to ensure proper performance of any other obligations of the SUPPLIER under this Contract.

11.11 Except as expressly provided herein, SUPPLIER shall be solely responsible for the costs of all loss or damage caused by the willful misconduct, act, omission or negligence of SUPPLIER, and/or their respective officers, agents or employees.

11.12 SUPPLIER shall notify COMPANY immediately of any incident, claims or litigation affecting the provisions of this ARTICLE.

11.13 Any exclusion or limitation of liability specified in this Contract shall apply to claims in contract, tort or otherwise at law in respect of matters covered by such exclusion or limitation.

ARTICLE 12. CONSEQUENTIAL LOSSES & DAMAGES



- 12.1 Notwithstanding any other provisions of this Agreement, SUPPLIER and COMPANY waive and release any claim against the other for consequential, special or incidental damages, arising under or as a result of or in connection with this Agreement, except to the extent the other Party's gross negligence or wilful misconduct directly results in such consequential, special or incidental damages.
- 12.2 Consequential, special or incidental damages shall include but not be limited to loss of revenue, profit or use of capital, production delays, loss of product, reservoir loss or damage, losses resulting from failure to meet other contractual commitments or deadlines and downtime of facilities or vessels

ARTICLE 13. PERFORMANCE BOND

- 13.1 As soon as possible but not later than 7 days from the date of LOA, the SUPPLIER shall inform the Company by fax/telex of the issuance of the Performance Bond covering ten percent (10%) of the Contract amount, issued by Vietcombank, Vungtau Branch or the First Class International Bank, acceptable to the Company, informing the number, date of issue and full content. In case the Performance Bond issued by the First Class International Bank, the SUPPLIER shall ensure that the issuing Bank will send to the Company the original Performance Bond through Vietcombank Vung Tau Branch.
- 13.2 The applicant of the Performance Bond must be the SUPPLIER whom awarded the Contract by the Company. Other applicants such as the manufacturer, the agent of manufacturer... shall not be acceptable.
- 13.3 The content of the Performance Bond shall be in conformity with the Appendix 7 of this Contract.
- 13.4 All costs relating to the Performance Bond shall be at SUPPLIER's account.
- 13.5 Should the Company not receive the valid, satisfactory Performance Bond within 30 days from the Contract signing date, the Company has the right to cancel the Contract any time and withdraw the Bid Bond without recourse to the law court or to arbitration.
- 13.6 Should the validity of the Performance Bond be required to be extended, SUPPLIER shall immediately instruct the Issuing Bank to make amendment to the Performance Bond. Such amendment shall be advised by the Issuing Bank to Company through Vietcombank Vung Tau Branch.
- 13.7 Should the Company make use of Performance Bond, it will immediately send to the SUPPLIER copy of declaration to the bank.
- 13.8 The validity of Contract Performance Bond: The Performance Bond shall be valid from the effective date of the Contract to the date of Acceptance protocol (Appendix 06) plus 02 months (or 60 days).
- 13.9 SUPPLIER shall request the Bank to extend the Validity of Performance Bond in event of late in delivery of goods, or extend the time of delivery and submit the Amendment of Performance Bond for extension validity to Company upon Company's request in written.



- 13.10 Should the SUPPLIER fail to submit the Amendment/Extension of Performance Bond as Company request in written, the SUPPLIER shall pay to the Company an amount of 0.2% of value of Performance Bond per day of delay.
- 13.11 The total amount of agreed and liquidated damages for delay submission Extension of Performance Bond shall not exceed 10% of Performance Bond.

ARTICLE 14. PERFORMANCE WARRANTY

- 14.1 SUPPLIER warrants that SUPPLIER's Equipment specified in APPENDIX NO.1: SCOPE OF SERVICES, shall be free from defects in material, workmanship and shall be in operational condition to perform the SERVICES as described in this CONTRACT.
- 14.2 The warranty period shall be valid during the rental period on the Project. SUPPLIER shall, at its expense, repair or replace without undue delay, any parts or spare parts of the Equipment, which have failed in service within the warranty period due to defective material or improper workmanship by SUPPLIER or have been damaged by SUPPLIER, during the rental period on the Project.
- 14.3 SUPPLIER shall, at COMPANY's expense, repair or replace without undue delay, any parts or spare parts of the Equipment, which have been damaged by COMPANY or COMPANY's third parties, during the rental period on the Project.

ARTICLE 15. FORCE MAJEURE

- 15.1 Should any following circumstances arise preventing either party from wholly or partially carrying out its obligations under the present Contract: fire, war, flood, earthquake, Pandemic, and other calamities. Then the time stipulated for the performance of the obligations should be extended for as long as the period of the Force Majeure lasts.
- 15.2 In the event of these circumstances continue for more than 30 days from the date stipulated in this Contract, the party against whom the Force Majeure has been involved, shall have the right to cancel the Contract in whole or in part by paying to the SUPPLIER the cost for the work actually carried out.
- 15.3 The party unable to carry out its obligations under the present Contract shall immediately advise by not later than 7 days to the other party by telex/fax/letter confirming in writing starting the commencement and the end of the circumstances of the Force Majeure, which affects the fulfillment of the present Contract.
- 15.4 A Certificate confirmed by the Chamber of Commerce of the SUPPLIER's or the Company's country shall be legal and sufficient proof of the operation and duration of such circumstances.
- 15.5 The notification must contain proof of the occurrence and nature of such circumstances and their consequences. The notification must be sent to the other party not later than 7 days after occurrence of Force Majeure, otherwise, the party claiming Force Majeure loses the right to



claim Force Majeure

- 15.6 The following events, acts, facts or circumstances shall not be considered as Force Majeure applicable to the SUPPLIER:
- (a) late delivery of materials and equipment caused by congestion at SUPPLIER's or its SUPPLIER' plant, premises or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences; or
 - (b) late performance by SUPPLIER and/or its SUPPLIER caused by unavailability of equipment, supervisors, or labour, inefficiencies or similar occurrences; or
 - (c) mechanical breakdown of any item of SUPPLIER's equipment and/or its SUPPLIER' equipment, plant, or machinery; or
 - (d) financial distress of SUPPLIER and/or its SUPPLIER; or
 - (e) cumulative effect of recurring weather over time, including but not limited to excessive cumulative rainfall, swell and/or period of high relative humidity.
 - (f) The SUPPLIER 's difficulties such as shortages of materials, electric power, labor, equipment, tools, utilities, consumables or other things required for the services;
 - (g) Results of any acts, omissions, default, failure, negligence or delays of the SUPPLIER; and
 - (h) Change in law; and
 - (i) Adverse economic consequences or any lack of financial or technical resources;
 - (j) Covid-19 Pandemic

ARTICLE 16. TERMINATION FOR CAUSE

- 16.1 In the event that the Equipment is not in operational condition, which prevents the safe operation of the Equipment and causes subsequent material delay to COMPANY's work at the Project Site, COMPANY shall notify SUPPLIER in writing that SUPPLIER is in breach of this CONTRACT. If within 48 hours, such breach has not been cured, or a plan to cure such breach has not been submitted to COMPANY, the applicable Equipment Operational Calendar Day Rate shall be temporarily suspended until the Equipment is in operational condition again. In the event that such temporary suspension lasts more than 14 consecutive days, or such longer period as may be agreed in writing by the Parties, COMPANY may terminate this CONTRACT for cause, provided COMPANY gives SUPPLIER notice in writing thereof, and withdraw the Performance Bond without recourse to the law court or to arbitration.
- 16.2 In the event of termination for cause by COMPANY of this CONTRACT, SUPPLIER shall be compensated by COMPANY for the SERVICES carried out in accordance with this CONTRACT up to the date of such termination for cause. Termination for cause does not relieve COMPANY from its obligation to return SUPPLIER's Equipment to SUPPLIER in COMPANY's Yard in Petroleum Port. SUPPLIER's aggregate liability whether under this CONTRACT, any negligence or other tort, statute or otherwise at law shall be limited to an



aggregate amount (including liquidated damages) of 08% of Contract Price.

ARTICLE 17. LIQUIDATED DAMAGES

17.1 In the event that:

- (a) The SUPPLIER fails to delivery full set of hired equipment on time to implementing the COMPANY's work by the scheduled as may be determined in accordance with this contract:
and
- (b) The reason for such delay is other than:
 - (1) Force Majeure: or
 - (2) Any delay that is excusable under the terms and conditions of this contract; or
 - (3) The failure of the company to perform any of the company's obligation which is directly or materially affect SUPPLIER's performance schedule ;or
- (c) The SUPPLIER fails to repair or replace any parts or spare parts of the rental equipment during the rental period within 04 hours after detecting damage as stipulated in Article 9.4

17.2 Then without prejudice to the Company's right to terminate this contract for SUPPLIERs default. SUPPLIER shall compensate the Company by way of predetermined damages ("Delay Liquidated Damages") when the completion work is delayed, due to the causes attributable to SUPPLIER, beyond the scheduled completion Key Milestone up to the time the Work achieves the completion required to meet the key Milestone.

17.3 Should the SUPPLIER, pursuant of this Clause, incur a liability for Delay Liquidate damages, such delay Liquidated damages shall be calculated as follows:

- 0.5% of Contract value per day for the first 6 late days and 1% of Contract value per day for each subsequent day after the 6 days.
- Overall forfeitures under this clause shall not exceed in the aggregate an amount equal to eight percent (08%) of the Contract Price. If the total amount of Delay Liquidated Damages is reached to 08% of the contract price, the Company has the right to terminate the contract.

17.4 To the extent any periods of delay occurring during the period between the scheduled completion date and the actual time at which the Key Milestone is achieved are attributable to a cause for which the SUPPLIER is not responsible under the provisions of this Contract, such periods of delay shall not be subject to assessment of Delay Liquidated Damages. The Company shall certify the amount of Delay Liquidated damages that the SUPPLIER shall pay or allow to the Company under this clause.

ARTICLE 18. CONFIDENTIALITY AND PUBLICITY



- 18.1 SUPPLIER shall keep confidential all information concerning this CONTRACT, including any project referenced information, and shall not divulge any such information to third parties or the media without the prior written consent of COMPANY.

ARTICLE 19. LANGUAGE AND NOTICES

- 19.1 Any communication, documentation, disputes or correspondence related to this CONTRACT shall be in the English language.

- 19.2 Any notification under this CONTRACT shall on receipt at the following addresses be well and truly served on the party hereto concerned if delivered by hand or sent by fax or recorded delivery post:

1. SUPPLIER:
2. COMPANY: VIETSOVPETRO
105 LE LOI ST., VUNG TAU, S. R. VIETNAM
Tel: (84) 64 3839871
Fax: (84) 64 3839857

ARTICLE 20. ASSIGNMENT

- 20.1 This Agreement and any rights hereunder (except where expressly provided to the contrary) are exclusive and non-assignable and any assignment by one Party without the prior written consent of the other Party, which shall not be unreasonably withheld, shall be void.

ARTICLE 21. GOVERNING LAW & DISPUTE RESOLUTION

- 21.1 The laws of Vietnam shall govern the validity, construction, interpretation, and effect of this Agreement, excluding any choice of law rules which would otherwise require the application of laws of any other jurisdiction.
- 21.2 Any disputes or discrepancies, which may arise out of this Contract or in connection with this Contract, will be submitted to International Arbitration Center in Hanoi, S.R.Vietnam for decision.
- 21.3 The Arbitration shall be held in Hanoi, Vietnam.
- 21.4 The decision of Arbitration shall be final and binding for both parties.
- 21.5 All expenses are in connection with the Arbitration to be borne by the losing party.

ARTICLE 22. GENERAL CONDITIONS

- 22.1 After signing this Contract all previous correspondences and negotiation on this matter shall become null and void.
- 22.2 All modifications and additions to the Contract shall be valid only in writing and signed by authorized persons of the parties.
- 22.3 This Contract is made in four originals, one for SUPPLIER, and 03 for Company all originals



equally authentic.

IN WITNESS WHEREOF the Parties have caused this CONTRACT to be executed by their authorized representatives on the date first written above.

FOR THE COMPANY

FOR THE SUPPLIER



Part 4. APPENDICES

This Chapter includes Scope of Supply, Technical requirements, Technical evaluation criteria and Other technical documents + link for reference (if any).



