



**PETROVIETNAM GAS JOINT STOCK CORPORATION
NAMCONSON PIPELINE CO.**

INVITATION TO BID

Bidding package No: 31089

Title of bidding package: **PROVISION OF LICENSE
(HYSYS + CRUDE) FOR
HYSYS SOFTWARE FOR 03
YEARS (Period: Mar. 2026 –
Mar. 2029)**

Issued on: **January 2026**

Issued including Decision: **TSP 31089**

Bid Solicitor



Bui Tien Dung
General Manager



ABBREVIATION

ITB	Instructions to Bid
Bid Proposal	Bidder's Proposal
BDS	Bid data sheet
NCSP	BRANCH OF PETROVIETNAM GAS JOINT STOCK CORPORATION – NAMCONSON PIPELINE COMPANY
PVGAS	PETROVIETNAM GAS JOINT STOCK CORPORATION
PVGAS' Regulations	The Regulations regarding selection of suppliers for provision of materials, fuel, equipment, services... to ensure the continuous operations and frequency procurement activities of PetroVietnam Gas Joint Stock Corporation.
VND	Vietnam Dong
USD	US Dollar

**** This Invitation to Bid is developed based on:**

- *Business Cooperation Contract (BCC) dated 15/12/2000.*
- *PVGAS' Regulations issued including Decision No. 393/QĐ-KVN dated 11th April 2024;*
- *Tender law No.22/2023/QH15 dated 23/06/2023; Law No. 57/2024/QH15 dated 29/11/2024; Law No. 90/2025/QH15 dated 25/06/2025; and relevant documents;*
- *Other related regulations.*



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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. Scope of work

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

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 1. BIDDING PROCEDURES

Chapter I. INSTRUCTIONS TO BIDDERS

<p>1. Scope of bid</p>	<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>2. Explanation of terms used in bidding</p>	<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 displayed on the National bidding network (GMT + 7).</p>
<p>3. Source of funds</p>	<p>Source of funding (or method of capital arrangement) for bidding package as specified in BDS.</p>
<p>4. Prohibited acts in bidding</p>	<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 NCSP'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>

4.4. Fraudulent practice, including:

- a) Forging or falsifying information and/or documents used in bidding;
- 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.

4.5. Obstructive practice, including:

- 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 collusive practice made with a supervision, inspection or audit authority;
- b) Obstructing the competent person, employer, NCSP, 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 NCSP or employer or takes charge of performing tasks of NCSP 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 NCSP/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 NCSP/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-



	<p>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;</p> <p>f) A person acts as a bidder for a package of a project or investment project of NCSP 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;</p> <p>g) A supervision consultant also acts as the inspection consultant of the same package.</p> <p>4.7. Unauthorized disclosure of the following information and documents on the contractor selection:</p> <p>a) Contents of Invitation to Bid before they are issued as prescribed;</p> <p>b) Contents of Bids, notebooks, minutes of bid evaluation meetings, comments and evaluations for each Bids before publishing contractor selection result; Content of request for clarification of Bid proposals of NCSP and responses of bidders during the evaluation process of Bid proposals before publishing the contractor selection result; Report of NCSP, 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>c) The contractor selection result before it is disclosed as prescribed;</p> <p>d) Other documents in the contractor selection process.</p> <p>4.8. Illegal transfer of awarded contract.</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</p>

	<p>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> <p>Chapter I. Instructions to Bidders (ITB);</p> <p>Chapter II. Bidding Data Sheet (BDS);</p> <p>Chapter III. Bid Proposal Evaluation Criteria;</p> <p>Chapter IV. Bidding Forms.</p> <p>Part 2. Technical Requirements:</p> <p>Chapter V. Scope of Work.</p> <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>6.2. NCSP 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 NCSP. In case of any contradiction, documents issued by NCSP 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, NCSP 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 NCSP in a minimum period of time as prescribed in the BDS prior to date of deadline for bid submission in order</p>



	<p>that NCSP shall take consideration. After receiving the written request for clarification by the deadline, NCSP 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 NCSP. If the clarification leads to amendment ITB, NCSP shall amend the ITB in accordance with ITB 7.1.</p> <p>7.3. If necessary NCSP hold pre-bidding conference to discuss the contents in Bidding Document in which the bidders are unclear as stipulated in BDS. NCSP shall send an invitation to the pre- bidding conference to all bidders who have received the Invitation to Bid. 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 NCSP.</p> <p>7.4. In case the Invitation to Bid is required to be modified after the pre- tender conference, NCSP 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>ITB's publication and issuance to bidders is free of charge. The bidder shall bear all costs associated with the bidding process (the preparation and submission of its Bid Proposal). NCSP 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 NCSP, 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, NCSP 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. Partnership agreement in case the bidder is Partnership in accordance with Form No. 3, Chapter IV – Bidding forms;</p> <p>10.3. Proof documents for eligibility of bidder in accordance with ITB 5;</p>



	<p>10.4. Proof documents for eligibility of signatory under the Application for bidding, in accordance with ITB 20.3;</p> <p>10.5. Proof documents for capacity and experience of bidder, in accordance with ITB 16;</p> <p>10.6. Technical proposals and proof document for service qualification, in accordance with ITB 15;</p> <p>10.7. Financial proposals and price schedules with full information, in accordance with ITB 11 and 13;</p> <p>10.8. Proposals of technical alternatives, in accordance with ITB 12 (if any);</p> <p>10.9. Other contents as specified in BDS.</p>
<p>11. Application for bidding form and price schedules</p>	<p>The application for bidding form and respective price schedules shall be prepared using the relevant forms furnished in Chapter IV, Bidding Forms.</p>
<p>12. Proposals of Technical alternatives</p>	<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.</p> <p>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 NCSP, 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>
<p>13. Bidding prices and discounts</p>	<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,</p>

	<p>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 NCSP 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. 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 bellows:</p> <p>a) Option 01: the discount percentage rate is stated in Application for Bidding (the percentage rate is consistently applicable to each independent part).</p> <p>b) Option 02: the discount percentage rate for each independent part is stated in Bidding Price Schedule.</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, NCSP 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. For foreign bidders, the Bid Price shall include all taxes, fees and charges (if any) outside Vietnam but exclude Foreign Contractor Withholding Taxes for service in Vietnam.</p>
<p>14. Currencies of Bid and Payment</p>	<p>14.1. The currency of the bid shall be offered in USD/VND.</p> <p>14.2. The currency for conversion of different bidding prices from various currencies into unique currency for evaluation and</p>

	<p>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>14.3. 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>
<p>15. Documents establishing the conformity of the technical specification and standards</p>	<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 Work.</p> <p>15.2. Standards for service supplying specified by NCSP 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 NCSP’s satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Chapter V – Scope of Work.</p>
<p>16. Documents establishing the capacity and experiences of the bidder</p>	<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 – Bid Proposal evaluation criteria. The bidder shall prepare original documents for verification if NCSP requires.</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 NCSP.</p> <p>17.2. In exceptional circumstances, prior to the expiration of the bid proposal’s validity period, NCSP may request bidders to extend the period of validity of their Bid Proposal. 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, having accepted NCSP’s extension request shall not be permitted to modify any contents of its Bid Proposal. The extension request and acceptance or non-acceptance</p>



	shall be show in writing.
18. Bid Guarantee	<p>18.1 When participating in online bidding, bidders must provide bid security before the closing time in one or more forms of letter of guarantee issued by the legal representative of an accredited credit institution or bank. In case the bid security value is less than VND 50 million, it shall be implemented in accordance with the provisions of Section 18.8 ITB. For paper bid security or guarantee insurance certificate, bidders shall scan the bank guarantee letter or guarantee insurance certificate and attach it when submitting Proposal. In case the validity of Proposal is extended according to the provisions in Section 17.2 ITB, the validity of the bid security must also be extended accordingly. For joint venture contractors, the joint venture members must use the same bid security form: electronic or paper bid security.</p> <p>In case of a consortium, the bid security must be implemented in one of the following two ways:</p> <p>a) Each member of the consortium will implement the bid security separately but ensure that the total value is not lower than the required level specified in Section 18.2 ITB; if the bid security of a member of the consortium is determined to be invalid, the PROPOSAL of that consortium will not be considered or evaluated further. If any member of the consortium violates the provisions of law leading to the non-refund of the bid security value as specified in Point b Section 18.5 ITB, the bid security value of all members of the consortium will not be refunded;</p> <p>b) The members of the consortium agree that one member will be responsible for implementing the bid security measure for that member of the consortium and for the other members of the consortium. In this case, the bid security may include the name of the consortium or the name of the member responsible for implementing the bid security for the members of the consortium, but the total value must not be lower than the required level specified in Section 18.2 ITB. If any member of the consortium violates the provisions of law, resulting in the bid security value not being refunded as prescribed in Point b Section 18.5 ITB, the bid security value of all members of the consortium will not be refunded.</p> <p>18.2. The value, currency and validity period of the bid security are specified in the E-BDL. The validity period of the bid security is calculated from the date of bid closing to the last day of validity of the bid security (the end of the validity period of the bid security is on the last day of validity of the bid security and does not necessarily have to be until the end of 24 hours of that day).</p>

18.3. Bid security is considered invalid in one of the following cases: lower value, shorter validity period than the requirements specified in Section 18.2 ITB, incorrect beneficiary name, no valid signature (digital signature for electronic bid security), signed before the Investor issues ITT, accompanied by conditions that are disadvantageous to the Investor (including failure to meet all commitments as prescribed in the forms of bid bond). In case of applying a letter of guarantee or a guarantee insurance certificate, the letter of guarantee or guarantee insurance certificate must be signed and sealed (if any) by a legal representative of a domestic credit institution or a foreign bank branch established under Vietnamese law, a domestic non-life insurance enterprise, or a branch of a foreign non-life insurance enterprise established under Vietnamese law. For insurance packages, bidders are not allowed to present the insurance guarantee certificate issued by themselves.

18.4. Unselected bidders will have their bid security returned or released within the time limit specified in the E-BDL. For selected bidders, the bid security will be returned or released when the contract comes into effect.

18.5. Cases where the original bid security letter and guarantee insurance certificate (in case of using paper bid security) must be submitted to the Investor:

- a) The Bidder is invited to compare documents;
- b) The Bidder violates the provisions of the law on bidding, leading to the bid security value not being refunded in the following cases:
 - After the bid closing time and during the validity period of the PROPOSAL, the Bidder has a written document withdrawing the PROPOSAL or refusing to perform one or more of the proposed works in the PROPOSAL as required by the ITT;
 - The Bidder commits a violation of the provisions of Article 16 of the Law on Bidding or violates the law on bidding, leading to the cancellation of the bid as prescribed in Point d and Point dd, Clause 1, Article 17 of the Law on Bidding;
 - The Bidder does not implement measures to ensure contract performance as prescribed in Article 68 of the Law on Bidding;
 - The Contractor fails to carry out or refuses to compare documents within 05 working days from the date of receipt of the notice inviting document comparison or has compared documents but refuses or does not sign the document comparison record, except in cases of force majeure;
 - The Contractor fails to carry out or refuses to complete the contract within 10 days from the date of receipt of the Investor's



notice of winning the bid, except in cases specified in Clause 4, Article 34 of Decree No. 214/2025/ND-CP or in cases of force majeure;

- The Contractor fails to execute or refuses to sign the contract within 10 days from the date of contract completion, except in cases of force majeure.

18.6. Within 05 working days from the date of receipt of the Investor's request, if the Contractor refuses or fails to submit the original bid security letter, the guarantee insurance certificate (in case of using a paper bid security) as requested by the Investor, the Contractor will be handled in accordance with the Contractor's commitment in the bid application.

18.7. In case the bid package is divided into many independent parts, the Contractor may choose to submit the bid security in one of the following two ways:

a) General bid security for all parts in which it participates in the bid (the bid security value will be equal to the total value of the parts the Contractor participates in). In case the bid security value submitted by the bidder is less than the total value, the Investor has the right to decide which part of the bid security is used for the bidder;

b) Separate bid security for each part of the bidder's participation.

In case the bidder violates, leading to the bid security not being returned as prescribed in Point b Section 18.5 ITB, the non-return of the bid security value shall be calculated on the part of the bidder's violation.

18.8. For bid packages with a bid security value as prescribed in Section 18.2 ITB of less than VND 50 million, at the time of bid closing, bidders do not have to attach a letter of guarantee or a guarantee insurance certificate as prescribed in Section 18.1 ITB but must commit in the bid (not having to attach a separate written commitment) that if invited to compare documents or violate the provisions in Point b Section 18.5 ITB, they must pay an amount of money or a guarantee check (in case the validity period of the guarantee check meets the requirements of the Investor) or a bid security letter or a guarantee insurance certificate with the value prescribed in Section 18.2 ITB (the validity period of the bid security letter or guarantee insurance certificate is the number of days specified in the Notice of invitation to compare documents and is calculated from the date of document comparison). In case the contractor chooses to apply a letter of guarantee or a certificate of guarantee insurance when comparing documents but the contractor's letter of guarantee or certificate of guarantee insurance

	<p>does not meet the requirements in Section 18.3 ITB, the contractor must pay an amount of money or a guarantee check (in case the validity period of the guarantee check meets the requirements of the Investor) with the value specified in Section 18.2 ITB. In case the contractor fails to comply with the above commitment, the contractor will be handled in accordance with the contractor's commitment stated in the bid (being assessed as not ensuring credibility when participating in bidding according to the provisions of Clause 1, Article 20 of Decree No. 214/2025/ND-CP, named on the National Bidding Network System and having the account locked within 06 months from the date the investor publicly announces the contractor's name on the National Bidding Network System, except in cases of force majeure). In case the contractor violates the provisions in Point b Section 18.5 ITB, the contractor will not be refunded this bid security.</p>
<p>19. Bid closing time</p>	<p>19.1 The Bid closing time is the time specified in the BDS.</p> <p>19.2 NCSP may at its discretion, extend the Bid closing time 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 NCSP and bidders previously subject to the bid closing time shall thereafter be subject to the new bid closing time as extended.</p>
<p>20. Submission, withdrawal, substitution and amendment of Bid Proposal</p>	<p>20.1. The Bidder shall send the Proposal in person directly or by post or via e-mail to NCSP's address provided that NCSP receives it before the Bid closing time of proposals at 19.1</p> <p style="text-align: center;">NAMCONSON PIPELINE CO. Provincial Road 44, Long Dien Commune, Ho Chi Minh City, S.R. Vietnam Tel: +84 (254) 3864100 Fax: +84 (254) 3864099 Attn: Mr. Le Van Tung – Procurement Officer Email: tung.le@ncsp.com.vn</p> <p style="text-align: center;">C/c: Ms. Nguyen Dac Dieu Phuong – PSCM Team Leader Email: phuong.nguyen@ncsp.com.vn</p> <p>If proposal is submitted in person, proposal must be submitted at receptionist desk at NCSP's office at the above address. The bidder's representative shall sign the receipt note in which the submission time is recorded.</p> <p>If proposal is submitted via e-mail, e-mail size must not exceed 10MB. One proposal can be separated into more than one e-mail.</p>

	<p>Bidders should protect the confidentiality of their proposals by password-protecting the files and providing the password to NCSP's authorized personnel only after the submission deadline.</p> <p>20.2. NCSP shall receive the Proposals of all Bidders submitted before the bid closing time of proposals, including those who have not received the ITB from NCSP. If the Bidder submits the Proposal after the bid closing time of proposals, such Proposal shall be rejected and in case of direct submission, the Proposal shall be returned unopened to the Bidder.</p> <p>20.3. A Bidder may withdraw its Proposal after it has been submitted by sending a written notice, duly signed by a legal representative or an authorized representative, before the bid closing time of proposals.</p> <p>Prior to the bid closing time of proposals, a Bidder may modify or substitute its Proposal after it has been submitted by sending the modified or substituted Proposal.</p>
<p>21. Bid opening</p>	<p>21.1 NCSP shall, at the Proposal opening, publicly open all Proposals at Bid opening time specified in the BDS at NCSP's office in the witness of Bidders participating in the proposal opening. The Proposal opening shall be conducted regardless of the absence of any Bidder's representative.</p> <p>21.2 All the Bid Proposals shall be opened one at a time following the alphabetical sequence of the bidders' names and sequence below:</p> <ul style="list-style-type: none"> a) Examine the seals (<i>In case of direct submission</i>); 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 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 NCSP 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), Partnership agreement (if any). NCSP shall not reject any Bid Proposal at the bid opening, except for late submission Bid Proposals as specified in ITB 20. <p>21.3. NCSP shall prepare a record of the bid opening that shall include information specified in ITB 21.2. The record shall be signed by representatives of NCSP and bidders attending bid</p>

	<p>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 NCSP for issues related to bidder's Bid Proposal and other relevant issues of 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 NCSP, 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 NCSP is performed directly in written.</p> <p>23.3. Clarification of Bid Proposals is only performed between the NCSP 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 NCSP, NCSP shall evaluate based on the Bid Proposal submitted before the bid closing time. NCSP shall give the Bidder a reasonable period of time to clarify the Bid Proposal.</p> <p>23.4. Bidder shall not be allowed to clarify the Bid Proposals itself after the Bid closing time.</p> <p>23.5. In case of any inconsistencies in the Bid Proposal's content or on the condition that the content is unclear, NCSP 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, NCSP shall verify with organizations and individuals</p>

	<p>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, NCSP 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>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. NCSP'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> <ul style="list-style-type: none"> 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; 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>25.3. NCSP 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. Non-material mistake</p>	<p>26.1. Provided that a Bid Proposal is substantially responsive, NCSP 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, NCSP 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, NCSP 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 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 NCSP 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 NCSP; 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 0% 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>Not applicable</p>
<p>29. Bid Proposal evaluation</p>	<p>29.1. The bid solicitor applies the evaluation method as prescribed in the BDS to evaluate the Proposals.</p> <p>29.2. Based on the bidders' proposals submitted and method in ITB 29.1, NCSP chooses 01 of the 02 evaluation processes below as appropriate to evaluate proposals.</p> <p>29.3. Process 1 (applied to the “Evaluated price” and “Lowest price” methods)</p> <p>a) Step 1: Evaluation of validity according to stipulations in Section 1 Chapter III:</p> <ul style="list-style-type: none"> - Evaluation is based on the contractor's commitment in the bid application regarding the contents: + Eligibility of the bidders; <p>In case NCSP discovers that the bidder has committed dishonesty, leading to falsifying the selection results, the bidder shall be considered to have committed fraud in bidding.</p> <ul style="list-style-type: none"> - NCSP evaluates the validity of the Partnership agreement (in case of Partnership) - Any bidders who have valid Bid Proposal shall be further considered and evaluated with respect to capacity and experiences. <p>b) Step 2: Evaluation of capacity and experience according to stipulations in Section 2 Chapter III:</p> <ul style="list-style-type: none"> - Evaluate the content: Historical Contract Non- Performance; - For the evaluation of similar contracts, NCSP shall base on the information declared by the bidders and attached documents to evaluate; - For the contents of key personnel and main equipment (if any), NCSP evaluates on the basis of the information declared by the bidders; - Bidders with satisfactory capacity and experiences shall be considered and evaluated to examine their technical capability. <p>c) Step 3: Technical evaluation according to stipulations in Section 3 Chapter III.</p> <p>Bidders who satisfy technical requirements shall be considered to evaluate the price specified in Section 4, Chapter III – Bid Proposal Evaluation criteria.</p>

d) Step 4: Price evaluation according to stipulations in Section 4 Chapter III.

e) Step 5: After price-based evaluation, NCSP 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 document verification. Ranking of bidders shall be made as prescribed in the BDS.

In case the bidder is ranked first, the bidder is not allowed to change key personnel (personnel proposed in the proposal or personnel who have been replaced once), except in cases where the proposal evaluation time is longer than expected in the tender selection plan or due to force majeure reasons that make proposed key personnel cannot participate in contract implementation. In that case, the bidder has the right to change other personnel but must ensure that the proposed replacement personnel has qualifications, experience, and capacity equivalent to or higher than the proposed personnel and the bid price is not allowed to be changed.

29.4. Process 2 (applied to the “Lowest price” methods without any bid preference):

a) Step 1: Bidder ranking is based on bid price and the bidder with the lowest bid price is ranked first. The bid solicitor evaluates the proposal of the bidder with the lowest bid price based on the bid opening record. In case there are more than one bidder with the same lowest bid price, all of these bidders shall be evaluated.

b) Step 2: Evaluation of validity according to stipulations at Point a Item 29.3 ITB.

c) Step 3: Evaluation of capacity and experience according to stipulations at Point b Item 29.3 ITB.

d) Step 4: Technical evaluation according to stipulations at Point c Item 29.3 ITB.

e) Step 5: Bidders who satisfy technical requirements shall be eligible for the document verification.

In case the proposal of the first ranked bidder does not meet the requirements, the above evaluation steps are carried out with the next ranked bidder.

29. 5. Principle of Bid proposal’s evaluation::

a) NCSP 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



	<p>fraudulent;</p> <p>b) In case there is inconsistency between information of similar contract and supporting documents proving information of such similar contract, NCSP 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, NCSP 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;</p> <p>c) In case the key personnel and key equipment (if any) proposed by the contractor in the Bid proposal not meeting the requirements, NCSP 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.;</p> <p>e) For contents other than those mentioned in Points a, b, c of this Clause, in case there is any inconsistency between the declared information and attached documents, NCSP request clarification of the Bid proposal;</p> <p>e) Bidder who is invited to document verification must prepare documents to compare and prove the declared information in the proposal. Regarding the contents of validity and historical contract non- performance which has been evaluated as "Pass" according to the declared information in the proposal, NCSP shall revise the evaluation result from "Pass" to "Fail" in case the contents are re-evaluated as “Fail”. In this case, the bid solicitor invites the next ranked bidder to document verification without having to re-rank the bidder.</p>
<p>30. Document Verification</p>	<p>30.1. The first ranked bidder is invited to document verification. The bidder must submit a set of documents proving validity, capacity and experience to NCSP to compare with the declared information in the proposal.</p>



	30.2. Bidders with appropriate reference documents will be considered for winning the bid
31. Conditions for recommendation as the awarded bidder	<p>Bidder shall be considered for recommendation as the winning bidder upon satisfying the following conditions:</p> <p>31.1. Having valid 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.</p>
32. Bidding cancellation	<p>32.1. The bid shall be cancelled 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 NCSP'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 bid price after error correction, deviation adjustment, minus the discount value of all bidders that meet technical requirements is unusually high compared with the approved tender package value and it is considered by authorised person to be unnecessary to be handled as bidding circumstance as prescribed in Article 77 of PVGas regulation.</p> <p>e) The award bidder commits prohibited acts specified in section 4 prohibited acts - Chapter I Instructions to Bidders;</p> <p>f) 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</p>



	<p>selection results.</p> <p>g) Changes in procurement plans, procurement needs, and production and business plans of PVGas.</p> <p>32.2. Organizations and individuals other than the selected bidder engages in prohibited actions stipulated Points c, e, f in ITB 32.1, which results in the deviation in bidder selection result shall make compensation to related parties subject to Vietnamese law.</p>
<p>33. Notice of bidder selection result</p>	<p>33.1. NCSP 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) 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</p>	<p>34.1. When awarding the contract, NCSP has right to increase or</p>



<p>volume of services</p>	<p>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</p> <p>Prior to the expiration of the contract, the Investor 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, NCSP 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 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. The period of time stated in the notice of bid proposal acceptance is calculated from the date NCSP 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 to Bid, then NCSP shall refuse to sign contract. NCSP 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. NCSP must ensure conditions on funding for advance payment, payment funding and other necessary conditions for carrying out the bidding package on the schedule.</p>
<p>37. Contract performance guarantee (Not applicable)</p>	<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 NCSP’s account or submit a certificate of surety bond insurance issued by a domestic non-life insurer or branch of</p>

	<p>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 NCSP 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>
<p>38. Handling of Complaints in Bidding</p>	<p>38.1. When bidder’s legal rights and interests are affected, the bidders, agencies and organizations may file any complaint to NCSP with respect to procurement process, bidder selection result according to the regulations of NCSP.</p> <p>38.2. In case of petition to NCSP, the bidder shall send the petition to the address specified in the BDS.</p>
<p>39. Monitoring, supervising of Bidder selection process</p>	<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: NAMCONSON PIPELINE CO.
ITB 1.2	Title of bidding package: PROVISION OF LICENSE (HYSYS + CRUDE) FOR HYSYS SOFTWARE FOR 03 YEARS (Period: Mar. 2026 – Mar. 2029). Name of project: PROVISION OF LICENSE (HYSYS + CRUDE) FOR HYSYS SOFTWARE FOR 03 YEARS (Period: Mar. 2026 – Mar. 2029).
ITB 3	Source of funding: NCSP's operations expenditure (Following PVGAS' Regulations issued including Decision No. 393/QĐ-KVN dated 11th April 2024)
ITB 7.3	Pre-bidding conference: No
ITB 8	Cost of bidding: free of charge
ITB 10.9	The Bidder shall submit the following additional documents in its bid proposal: Technical Documentation as required Technical Requirement (Part 2 Chapter V).
ITB 12.1	Bidder is allowed to submit Technical alternative.
ITB 16.2	A sales license, a sales authorization from the manufacturer or distributor, a partnership certificate, a technical support or warranty commitment from the manufacturer or distributor, or other equivalent documents are required (hereinafter referred to as the Sales License) – Manufacturer: ASPEN TECHNOLOGY, INC (EMERSON).
ITB 17.1	The Bid proposal shall be valid for: ≥ 60 days from the deadline for bid submission.
ITB 18.2	Bid security content: - Bid security value: USD 1200 (Foreign tenderers) or VND 31,000,000 (Vietnamses tenderers). As the bid security value of less than VND 50 million (Equivalent to USD 1,900), the bidders shall make a commitment in the bid application as prescribed in Section 18.8 ITB. For bidders whose names are on the list of bidders with the



	<p>acts specified in Clause 1, Article 20 of Decree No. 214/2025/ND-CP and posted on the National Bidding Network, they must implement bid security measures with a value of 03 times the above-mentioned required value within 02 years from the last time these acts were performed. In case the joint venture contractor or joint venture member commits any of the acts specified in Clause 1, Article 20 of Decree No. 214/2025/ND-CP mentioned above, they must implement a bid security measure with a value of 03 times the bid security value corresponding to the value ratio of the work undertaken by that member in the joint venture within 02 years from the last time they commit this act.</p> <p>- Validity period of bid security: 90 days from the date of bid closing.</p>
ITB 19.1	<p>The Bid Closing Time is: Time: at 11h00 a:m (Hanoi GMT +7)</p> <p>Date: 10th February 2026</p>
ITB 20.1	<p>The Bidder shall send the Proposal in person directly or by post or via e-mail to NCSP's address provided that NCSP receives it before the Bid closing time of proposals at 19.1:</p> <p>NAMCONSON PIPELINE CO.</p> <p>Provincial Road 44, Long Dien Commune, Ho Chi Minh City, S.R. Vietnam</p> <p>Tel: +84 (254) 3864100 Fax: +84 (254) 3864099</p> <p>Attn: Mr. Le Van Tung – Procurement Officer</p> <p>Email: tung.le@ncsp.com.vn</p> <p>C/c: Ms. Nguyen Dac Dieu Phuong – PSCM Team Leader</p> <p>Email: phuong.nguyen@ncsp.com.vn</p>
ITB 21.1	<p>The Bid proposal shall be opened publicly at: Time: at 11h30 a:m (Hanoi GMT +7)</p> <p>Date: 10th February 2026</p> <p>at the following address: NAMCONSON PIPELINE CO., Provincial Road 44, An Ngai commune, Long Dien district, Ba Ria – Vung Tau province, S.R. Vietnam</p>

ITB 27.2	Total value of sub-contractor(s) shall not exceed: Not applicable Specialized sub-contractor: Not applicable.
ITB 29.1	Bid proposal evaluation methods: a. Evaluation of the bidder's capacity and experience: using Pass/Fail criteria b. Technical evaluation: to apply evaluation method using Pass/Fail criteria in accordance with evaluation criteria stipulated in Section III, Chapter III, Bid Proposal Evaluation Criteria c. The price evaluation: to apply lowest price method for the package in accordance with evaluation criteria stipulated in Section V, Chapter III, Bid Proposal Evaluation Criteria.
ITB 29.3 (e)	Ranking of bidders: the bidder who has the lowest price for the package after rectification of errors, adjustment of deviation and deduction of discounts (if any) is ranked the first.
ITB 31.5	The bidder who has the lowest price for the package after rectification of errors, adjustment of deviation and deduction of discounts (if any)
ITB 31.6	The approved tender package value in approved Tender Selection Plan.
ITB 34.1	The maximum percentage by which scope of supply may be increased is: Not applicable. The maximum percentage by which scope of supply may be decreased is: Not applicable.
ITB 34.2	Additional purchase option: Not applicable.
ITB 38.2	NAMCONSON PIPELINE CO. Provincial Road 44, Long Dien Commune, Ho Chi Minh City, S.R. Vietnam Tel: (0254) 3 864100; Fax: (0254) 3 864099 Recipient: Le Van Tung – Procurement Officer Email: tung.le@ncsp.com.vn C/c: Nguyen Dac Dieu Phuong – PSCM Team Leader Email: phuong.nguyen@ncsp.com.vn
ITB 39	Address of organization, individual in charge of supervision:

	<p>NAMCONSON PIPELINE CO.</p> <p>Provincial Road 44, Long Dien Commune, Ho Chi Minh City, S.R. Vietnam</p> <p>Tel: (0254) 3 864100; Fax: (0254) 3 864099</p> <p>Recipient: Nguyen Dac Dieu Phuong – PSCM Team Leader</p> <p>Email: phuong.nguyen@ncsp.com.vn</p> <p>C/c: Nguyen Dinh Dinh – Business Manager</p> <p>Email: Dinh.Nguyen@ncsp.com.vn</p>
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Chapter III. BID PROPOSAL EVALUATION CRITERIA

Section 1: Evaluation the validity of Bid Proposal

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

1. 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 Partnership.

2. 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 NCSP in disadvantage;

3. The validity period of the Bid proposal must meet the requirements stipulated in ITB 17.1;

4. For bid packages with a bid security value of less than VND 50 million (Equivalent to USD 1,900), the bidder must make a commitment in the bid application as prescribed in Section 18.8 ITB.

5. The bidder is not named in 2 or more Bid proposals as a main bidder (independent bidder or a member of partnership) 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.

6. For partnership, written agreement of partnership is signed and stamped (if any) by the legitimate representative of each member of the partnership and the partnership 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.

7. The bidder is eligible as stipulated ITB 5.

Bidders who submit valid 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. Bidders 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 service provision contracts performed or tax payment declaration or related documents proving capacity, the contractor's experience is not in USD/VND, when preparing the Bid, the Bidder must convert it into USD/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. 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.



Table No. 01

CAPACITY AND EXPERIENCE EVALUATION CRITERIA

Criteria on capacity and experience			Compliance Requirements			Submission Requirements
No.	Description	Requirement	Single Entity	Partnership		
				All Members Combined	Each Member	
1	Historical Contract Non- Performance	From 01st January 2021 to the bid closing time, non-performance of a contract did not occur due to Bidder's fault.	must meet requirement	not applicable	must meet requirement	Form No.01
2	Experience on implementing contracts of supplying similar goods	<p>Participation in at least 01 contract as described hereunder that has been successfully or substantially completed as main Bidder (individually or member of Partnership) or sub-contractor from 01st January 2021 to the bid closing time.</p> <p>The similar contract is: - Type of similar contract: <ul style="list-style-type: none"> • Provision of license for Hysys software. </p> <p><i>The bidder shall provide copies of similar contracts/invoices/acceptance protocol or equivalent documents to prove the work/project performance.</i></p>	must meet requirement	must meet requirement	must meet requirement (equivalent to the volume of work implemented)	Form No.04



Section 3. Technical evaluation criteria

Table 03 – Technical evaluation criteria :

No.	REQUIREMENTS	EVALUATION CRITERIA	
		Meet	Not meet
1	Bidder commits to ensure the Software will be free from Defects during software licensed duration.	Meet the requirement	Do not meet the requirement
2	Bidder commits to regularly advise in detail to NCSP for any new Software updates or upgrades.	Meet the requirement	Do not meet the requirement
3	Bidder commits to ensure User can use the license for reading & modifying the Aspen Hysys + Crude files.	Meet the requirement	Do not meet the requirement
4	Bidder commits to ensure User can use standalone the Aspen Hysys + Crude license	Meet the requirement	Do not meet the requirement
5	Bidder commits to provide technical support service to NCSP's HYSYS software (Aspen Hysys + Crude) during the software licensed duration.	Meet the requirement	Do not meet the requirement
6	Bidder commits to provide personnel experienced in and familiar with the system software running at NCSP site to ensure that during the normal business hours, bidder shall commence work on problem resolution within 03 working days upon receipt of notice of such problem from NCSP.	Meet the requirement	Do not meet the requirement
7	Bidder has already have or commits to have the online support channel.	Meet the requirement	Do not meet the requirement
	CONCLUSION	<i>Meet all the above requirements</i>	<i>Do not meet any of the above requirements</i>
		PASS	FAIL

Section 4: Price evaluation criteria

Lowest price method: Applicable

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

Determination of lowest price as following steps:

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

Step 2: Rectification of errors (apply in accordance with Note 1);

Step 3: Adjustment of deviations (apply in accordance with Note 2);

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 31 (Not applicable);

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

Notes:

(1) Rectification of errors

Provided that the bid proposal substantially satisfies Invitation to Bid, NCSP 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 NCSP 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 NCSP 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.

After correcting errors and adjusting deviations according to regulations, the bid solicitor must notify in writing the bidders of the correction and adjustment of deviations for the bids of the bidders. Within 03 working days from the date of receipt of the notice from the bid solicitor, the contractor must notify the bid solicitor in writing of the acceptance of the results of error correction and adjustment according to the notice of bid solicitor. In case the bidder does not accept the error correction or deviation adjustment results according to the notice of the bid solicitor, that bidder's bid will be rejected.



CHAPTER IV: BIDDING FORM

No.	Form name	Responsibility	
		NCSP	Bidder
1	Form 01. SCOPE OF SUPPLY	X	
2	Form 02. APPLICATION FOR BIDDING		X
3	Form 03. POWER OF ATTORNEY		X
4	Form 04. PARTNERSHIP AGREEMENT		X
5	Form 05a. BID SECURITY (independent)		X
6	Form 05b. BID SECURITY (JV bidders)		X
7	Form 06. SIMILAR CONTRACT PERFORMED BY BIDDER		X
8	Form 07. PROPOSED KEY PERSONEL		Not required
9	Form 08. PROFESSIONAL CURRICULUM VITAE OF KEY PERSONNEL		Not required
10	Form 09. PROFESSIONAL EXPERIENCE		Not required
11	Form 10. IMPLEMENTATION PROGRESS		X
12	Form 11. BIDDING PRICE SCHEDULE		X



SCOPE OF SUPPLY



SCOPE OF SUPPLY

(PR - 31089)

**“PROVISION OF LICENSE FOR HYSYS® SOFTWARE FOR NCSP
(Period: Mar. 2026 – Mar. 2029)”**



1. GENERAL

Nam Con Son Pipeline (NCSP) is a gas transportation pipeline system consisting of offshore and onshore pipeline and an onshore processing Terminal. In order to support for its process operations and engineering works, a process simulation software is required and Aspen HYSYS® Crude has been used from its project stage. In addition, due to the nature of a multi-shipper gas transportation system and complex infrastructures, NCSP also needs to use the process simulation software to allocate processed fluids for the Shippers as well as to check the redelivered fluid's phase envelop and perform process optimization works.

The WORK which is to be provided by CONTRACTOR shall comprise but not necessarily be limited to, the provision of management, engineering, supervision, labour, plant, equipment and materials at onshore locations to support NCSP's operations, all as generally described herein.

2. THE WORK

The WORK shall specifically comprise of the CONTRACTOR's provision of the followings:

- 01 License of Aspen HYSYS® & Aspen HYSYS® Crude (steady state, 01 User and standalone) for a period of 03 years (from 27 March 2026 to 26 March 2029).
- Installation supports for NCSP's computers (laptops & desktops) including 01 unit DVD Installation, 01 Unit DVD user manual and 01 unit USB Security Key (Dongle).
- Relevant technical support services during the software licensed duration.

3. REQUIREMENTS TO CONTRACTOR

3.1 The CONTRACTOR is required to:

- Support NCSP when required to ensure the software is installed successfully at NCSP's site.
- Warrant that Software will be free from Defects during software licensed duration.
- Have ability and commit to provide all relevant after-sales services including but not limited to the followings:
 - o CONTRACTOR shall regularly advise in detail to NCSP for any new Software updates or upgrades with release bulletins for NCSP consideration on updating accordingly with free of charge;



- CONTRACTOR shall provide adequate hardware & software development licenses/ test/debugging tools to run, test and debug the software when required with free of charge.
- Have an online support channel the most convenient support (Asia area is preferable).
- Provision of personnel experienced in and familiar with the system software running at NCSP site to ensure that during the normal business hours, Contractor shall commence work on problem resolution within 03 working days upon receipt of notice of such problem from NCSP.

3.2 Equipment

- CONTRACTOR shall warrant the licensed software will provide its full designed functions under NCSP's ICT infrastructures, details as below:
 - Operating system: Windows 10/11 Professional (64bit)
 - System Memory: 8 GB minimum
 - Hard Disk: 500GB
 - Processor: Intel® Core™ i5
- CONTRACTOR shall provide all of the necessary materials, tools and equipment for all of its personnel to carry out their job at NCSP's site if any during the software licensed time of this CONTRACT.



APPLICATION FOR BIDDING

Date: _____ [date of signing the Application]

Name of Bid package: _____ [Bid package name as stated in the ITB]

Project: _____ [Name of Project (if any)]

TO: NAMCONSON PIPELINE CO. (NCSP)
 Provincial Road 44, Long Dien commune,
 Ho Chi Minh City,
 Viet Nam.

Dear Sirs,

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.

We hereby commit that:

1. We participate, as a main Bidder, in only this bid proposal.
2. We are not in liquidation process or concluded bankruptcy, insolvency as stipulated in law.
3. We do not violate the regulation on ensuring competitive bidding.
4. We do not engage in any types of corruption, bribery, collusion with other bidders, interference or other violations of Vietnamese bidding law when participating in this bidding package.
5. We confirm that the information declared in the Bid proposal is true and accurate.
6. Our capacity and experience is sufficient to implement the bidding package.
7. From **01st January 2021** to the bid closing time, non-performance of a contract did not occur due to our fault.
8. We shall execute the works as schedule required in the Part III of the Scope of Work.
9. Commit to submit a bid guarantee with value of [USD 1200 (Foreign tenderers) or VND 31,000,000 (Vietnamese tenderers)]. If we do not submit cash, payment check, bid guarantee letter or guarantee insurance certificate as prescribed in Section 18.8 ITB, our name will be listed on the system (<https://muasamcong.mpi.gov.vn/>) from the date the Department of Public Procurement Management, Ministry of Finance (S.R Vietnam) receives the Investor's request.



10. Ensure the Software will be free from Defects during software licensed duration.
11. Regularly advise in detail to NCSP for any new Software updates or upgrades.
12. Ensure User can use the license for reading & modifying the Aspen Hysys + Crude files.
13. Ensure User can use standalone the Aspen Hysys + Crude license.
14. Provide technical support service to NCSP's HYSYS software (Aspen Hysys + Crude) during the software licensed duration.
15. Provide personnel experienced in and familiar with the system software running at NCSP site to ensure that during the normal business hours, bidder shall commence work on problem resolution within 03 working days upon receipt of notice of such problem from NCSP.
16. Have the online support channel.

This Bid Proposal takes effect within **60** days, as from Bid Closing Time.

Legal Representative of Bidder

[Full name, title, signature and stamp]

Notes:

1. Application for bidding must be filled with sufficient and accurate information of NCSP, 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 NCSP 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 bidding package or for one or many works, items (specify detailed discounted works, items).
 5. The validity of Bid proposal shall be counted from the date of Bid Closing Time to the last date of validity period as stipulated in the Invitation to Bid. From the time of Bid Closing Time until 24:00 of the date which has the Bid Closing Time is considered as one day.
 6. Insert the Deadline for bid submission as stipulated in 22.1 BDS.
 7. 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 partnership, the application for bidding must be signed by the legitimate representative of each member of the partnership, except in Partnership agreement (as in Form No.3 of this chapter), the members of partnership agree to authorize the leader member of the partnership to sign the Application for bidding. If each member of partnership 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⁾ (IF ANY)

On this date, ____/____/____, at _____ [*name of place*]

I am _____ [insert name, ID/passport number, position of bidder's legal representative], the legal representative of _____ [insert name of bidder] at _____ [insert address of bidder] hereby authorizes _____ [insert name, ID/passport number, position of authorized person] to perform the following tasks during the participation in the process of bidding for _____ [insert name of the procurement] of _____ [insert name of the project] held by NAMCONSON PIPELINE CO.:

- [-Sign the Application for bidding forms*
- Sign the Partnership agreement (if any);*
- Sign all documents, correspondences to NCSP 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 NCSP;*
- Sign the Bidder's arising claims (if any);*
- Sign contract with NCSP (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 ____ to ____ (3) and will be made in ____ originals, of which will be retained by Mandator and the rest will be retained by Attorney.

Attorney
(Signature)

Mandator
(Signature)

[*Name, position and stamp (if any)*]

[*Name, position and stamp (if any)*]

Note:

1. *The original of this Power of Attorney must be included in Application for Bidding (Form 01) to send to NCSP.*
2. *The scope of Power of Attorney may include one or more above-mentioned tasks.*
3. *The duration of attorney must be synchronic with the tendering process.*



AGREEMENT OF PARTNERSHIP⁽¹⁾ (if any)

[Location and date] _____

Name of Bid package: _____

Project's name: _____

In response to the Invitation to Bid No. 29276 for _____ [Bid package name] dated _____ [date written on the ITB];

Representatives of signatories to the Partnership Agreement include:

Names of members of Partnership: [Name of every member of the Partnership]

Mr/Mrs: _____

Title: _____

Address: _____

Tel.: _____, Fax _____

E-mail: _____

Bank Account No.: _____

TIN: _____

Power of Attorney No. _____ Dated _____ (in case of authorisation).

All members have reached a consensus on entering into an Agreement of Partnership with the following contents:

Article 1. General rules

1. Members voluntarily establish this Partnership to participate in the process of bidding for ___[Bid package name] of project ___[project name].
2. The official name of the Partnership used in every transaction related to this Bid package is: ___[the agreed name of Partnership].
3. Every member is committed not to unilaterally participate or establish a partnership with another member to participate in this Bid package. If awarded the contract, no member is entitled to refuse to fulfill the duties and obligations prescribed in the contract. Any member of the Partnership that refuses to perform their duties as agreed must:
 - Pay damages to other parties in the joint operating;
 - Pay damages to the Bid Solicitor/ Investor as prescribed by the contract;
 - Incur other disciplinary actions: ___[Specify the actions].

Article 2. Assignment of duties

All members unanimously to undertake joint and separate responsibility to execute _____ [Bid package] of _____ [name of project] as follows:

1. Head member of the Partnership:



All parties unanimously authorize _____ [*insert name of a party*] as the head member of the Partnership who represents the Partnership to perform the following tasks⁽²⁾ :

[- Sign the Application for Bidding;

- Sign documents with the Bid Solicitor during the short listing processing, including the request for clarification of ITB documents and Bid Proposal; sign requests for bid withdrawal, modification or substitutions;

- Provide Bid Guarantee (Bid Bond) for the partnership;

- Participate in contract negotiation and conclusion;

- Sign complaint letter (if any);

*- Perform other tasks except for contract conclusion: _____ [*specify other tasks (if any)*].*

2. Tasks of joint operating members are specified in the table below⁽³⁾:

No.	Name of members	Contents of the tasks assigned	Proportion of Total Bid
1	Name of Head member		%
2	Tname of the second member		%
....		
Total		All tasks of the Bid package	100%

Article 3. Effectiveness of the Partnership

1. The Agreement of Partnership becomes effective from the day on which it is signed.
2. The Agreement of Partnership expires in the following cases:
 - All member of Partnership have fulfilled their duties and finalize the contract;
 - The agreement is unanimously terminated by all parties;
 - The joint operating is not awarded the contract;
 - The bidding for _____ [*name of the Bid package*] of _____ [*name of the project*] is cancelled as notified by the Bid Solicitor.

The Agreement of Partnership is made into _____ copies of equally legal value, each party keeps _____ copies.

LEGAL REPRESENTATIVE OF HEAD MEMBER

[Full name, title, signature and stamp]

LEGAL REPRESENTATIVES OF PARTNERSHIP MEMBERS

[Full name, title, signature and stamp of every member]

Notes:

- (1) According to the scope and nature of the Bid package, this partnership agreement may be amended or supplemented appropriately.*
- (2) Area of authorization includes one or multiple tasks above.*
- (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 Partnership.*



BID SECURITY⁽¹⁾*(applicable to independent Bidders)*

Beneficiary: ___ *[insert sufficient and accurate name and address of the Employer]*

Date of issue: ___ *[insert date of issue]*

BID SECURITY No. ___ *[insert number of the Bid Security]*

Guarantor: ___ *[insert name and address of issuing bank, if it is not written in the title]*

We have been informed that _____ *[name of the Bidder]* (hereinafter called "the Bidder") has submitted to participate in the shopping procedures _____ *[name of procurement]* of _____ *[name of project]*.

We hereby act as a guarantee for the Bidder to participate in bid under shopping procedures for this package with an amount of _____ *[amount in figures, in words and currency]*.

This Guarantee takes effect within **90 days** ⁽²⁾ days, from _____ *[date]* ⁽³⁾.

At the request of the Bidder, we, as the Guarantor, hereby undertake to pay you any sum or sums not exceeding in total an amount of _____ *[amount in figures]* (_____) *[amount in words]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s), because the Bidder:

1. has withdrawn its Proposal after the deadline for submission of Proposal and during the period of bid validity;
2. has violated law on bidding leading bid cancellation as prescribed in the law on bidding;
3. failed to provide a performance guarantee as required by Article 68 of the Law on Bidding
4. fails to conduct or refuses to verify documents within 05 working days from the date of receiving the notice inviting document verification, or has verified the documents but refuses or does not sign the document verification minutes, except in cases of force majeure;
5. fails to proceed with or refuses to finalize the contract or framework agreement within 10 days from the date of receiving the notification of award from the Investor, except in cases stipulated in Clause 4, Article 34 of Decree No. 214/2025/ND-CP or in cases of force majeure;
6. fails to proceed with or refuses to sign the contract or framework agreement within 10 days of the contract or framework agreement's completion, except in cases



of force majeure.

If the Bidder wins the bid: this Guarantee shall expire when the Investor conclude the contract and furnish the Performance Security to the beneficiary as agreed.

If the Bidder does not win the bid: This Guarantee shall expire when the Bidder receives the photocopy of notification of bidder selection result sent by the beneficiary; within 30 days after the expiration date of the Proposal, whichever is later.

Any claim under this guarantee must be submitted to our office on or before the last day of this guarantee's validity. We undertake to unconditionally and irrevocably pay the Beneficiary any amount within the limits of the aforementioned guarantee upon the Beneficiary 's request for compensation.

Legal representative of bank

[full name, position, signature and seal]

Notes:

(1) If the bid guarantee violates any of the regulations such as: having a lower value or a shorter validity period than required in ITB 18.2 of the Bidding Data Sheet, incorrect beneficiary name, not being an original, lacking a valid signature, being signed before the Investor issues the ITT, or containing conditions detrimental to the Investor, then the bid guarantee shall be considered invalid.

(2) Insert as prescribed in ITB 18.2 of the Bidding Data Sheet.

(3) Record the bid closing date as stipulated in the ITT. The validity period of the bid guarantee is calculated from the bid closing date to the last day of the bid guarantee's validity (the bid guarantee's expiration date falls within the last day of its validity, and does not necessarily have to be 24 hours into that day).

(4) If the bid guarantee lacks one or more of the commitments mentioned above, it will be considered a disadvantageous condition for the Investor as stipulated in Section 18.3 ITB, and the guarantee letter will be deemed invalid.



BID SECURITY⁽¹⁾
(applicable to the JV Bidder)

Beneficiary: ____ [insert name and address of the Employer]

Date of issue: ____ [insert date of issue]

BID SECURITY No. ____ [insert number of the Bid Security]

Guarantor: ____ [insert name and address of issuing bank, if it is not written in the title]

We have been informed that _____ [name of the Bidder] (hereinafter called "the Bidder") has submitted to participate in the shopping procedures _____ [name of procurement] of _____ [name of project].

We hereby act as a guarantee for the Bidder to participate in bid under shopping procedures for this package with an amount of _____ [amount in figures, in words and currency].

This Guarantee takes effect within **90 days**⁽³⁾ days, from _____ [date]⁽⁴⁾.

At the request of the Bidder, we, as the Guarantor, hereby undertake to pay you any sum or sums not exceeding in total an amount of _____ [amount in figures] (_____) [amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s), because the Bidder:

1. has withdrawn its Proposal after the deadline for submission of Proposal and during the period of bid validity;
2. has violated law on bidding leading bid cancellation as prescribed in the law on bidding;
3. failed to provide a performance guarantee as required by Article 68 of the Law on Bidding
4. fails to conduct or refuses to verify documents within 05 working days from the date of receiving the notice inviting document verification, or has verified the documents but refuses or does not sign the document verification minutes, except in cases of force majeure;
5. fails to proceed with or refuses to finalize the contract or framework agreement within 10 days from the date of receiving the notification of award from the Investor, except in cases stipulated in Clause 4, Article 34 of Decree No. 214/2025/ND-CP or in cases of force majeure;
6. fails to proceed with or refuses to sign the contract or framework agreement within 10 days of the contract or framework agreement's completion, except in cases of force majeure.

7. If any member of the consortium _____ [full name of the consortium member] violates the law resulting in the non-refund of the bid security as stipulated in Section 18.5 ITB, then the bid security of all members of the consortium will not be refunded.

If the Bidder wins the bid: this Guarantee shall expire when the Investor conclude the contract and furnish the Performance Security to the beneficiary as agreed.

If the Bidder does not win the bid: This Guarantee shall expire when the Bidder receives the photocopy of notification of bidder selection result sent by the beneficiary; within 30 days after the expiration date of the Proposal, whichever is later.

Any claim under this guarantee must be submitted to our office on or before the last day of this guarantee's validity. We undertake to unconditionally and irrevocably pay the Beneficiary any amount within the limits of the aforementioned guarantee upon the Beneficiary 's request for compensation.

Legal representative of bank

[full name, position, signature and seal]

Notes:

(1) If the bid guarantee violates any of the regulations such as: having a lower value or a shorter validity period than required in ITB 18.2 of the Bidding Data Sheet, incorrect beneficiary name, not being an original, lacking a valid signature, being signed before the Investor issues the ITT, or containing conditions detrimental to the Investor, then the bid guarantee shall be considered invalid.

(2) The Bidder may have one of the following names:

- Name of the joint venture, for example A bidder and B bidder enter into a joint venture to make a bid, their name shall be “Nhà thầu liên danh A + B” (“A + B joint venture”);

- Name of the Party in charge of the Bid Security for the joint venture or another Party in the joint venture, for example, A + B + C joint venture makes a bid, if their joint venture agreement assign A bidder to furnish Bid Security for the joint venture, the joint venture’s name shall be “A” bidder (on behalf of A + B + C joint venture)”);

- Name of every joint venture Party separately furnishing the Bid Security.

(2) Insert as prescribed in ITB 18.2 of the Bidding Data Sheet.

(3) Record the bid closing date as stipulated in the ITT. The validity period of the bid guarantee is calculated from the bid closing date to the last day of the bid guarantee's validity (the bid guarantee's expiration date falls within the last day of its validity, and does not necessarily have to be 24 hours into that day).

(4) If the bid guarantee lacks one or more of the commitments mentioned above, it will be considered a disadvantageous condition for the Investor as stipulated in Section 18.3 ITB, and the guarantee letter will be deemed invalid.



SIMILAR CONTRACT PERFORMED BY BIDDER ⁽¹⁾

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 ⁽³⁾	<i>Total contract amount and currency signed</i>		Equivalent ____ USD/VND
If partner in a partnership, specify participation in total contract amount	<i>[Work assignment in Partnership]</i>	<i>[Percentage of total contract value; Total amount and currency signed]</i>	Equivalent ____ USD/VND
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 Telephone/fax: E-mail:	<i>[Insert Full current address of Purchaser] [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⁽²⁾			
1. Types of service	<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>		

The bidder shall provide copies of similar contracts/invoices/acceptance protocol or equivalent documents to prove the work/project performance

Note:

- 1. In case of partnership, 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

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.

No.	Name	Position
1	<i>[name of key personnel]</i>	<i>[detailed job position in the bidding package]</i>
2		
...		



Form No. 08 (Not applicable)

PROFESSIONAL CURRICULUM VITAE OF KEY PERSONNEL

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



Form No. 09 (Not applicable)**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



DELIVERY SCHEDULE

Bidders proposes a delivery schedule that meets the requirements in ITT.

No	Item	UoM	Quantity	Place of delivery	Delivery time		Proposed delivery date
					Soonest delivery date	Latest delivery date	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1	AspenHysys Aspen Hysys Crude (03 years)	Lot	01	Namconson Pipeline Co. Princial Road 44, Log Dien Commune, Ho Chi Minh City		23rd March 2026	

Note:

- Column (8): Bidders to fill in the proposed delivery date



TABLE OF BID PRICE

Bidder can make the quotation in VND or USD. However, a specific work item shall be only given in one currency. Quote the price in the blank with “X”

No.	Software Product Name	License Type	Years	Multiple Payment including SMS (USD/VND)
A. Software product:				
1	Aspen Hysys	Standalone	1	X
	Aspen Hysys Crude		2	X
			3	X
B. Taxes:				
The bid price will exclude all taxes. The Evaluated Price will be the price included all applicable taxes, except VAT.				
1	Value Added Tax (VAT) __%: <i>(Applicable for domestic (Vietnamese) Bidders only)</i>			X
	TOTAL BID PRICE (= TOTALs A + B) (Lump-sum) <i>(as shown in Application for Bidding)</i>			X

Legal Representative of Bidder

[Full name, title, signature and stamp]

NOTES:

1. The Bid Price shall be fix and lump-sum including all materials, equipment, manpower, allowances, applicable taxes and all other relating charges;

For Foreign bidders:

Bidding prices shall include all taxes, fees, charges (if any) levied in connection with the performance of this Contract/Service Order outside Vietnam **The Bidding price does not include Foreign Contractor Withholding Taxes (Business Income Tax - BIT, Personnal Income Tax - PIT, Value Added Tax - VAT) for service in Vietnam.** NCSP is responsible for payment of BIT and VAT. Contractor shall be responsible for calculation, declaration and settlement of Vietnamese Personal Income Tax – PIT (if any) based on actual income of the Supplier’s expat personnel in accordance with applicable regulations. PIT incurred from performance of the WORK shall be reimbursed by NCSP.

For Vietnamese bidders:

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

The total amount after BIT and PIT for foreign contractors excluding Value Added Tax (VAT) shall be the basis for comparing and ranking bidders. The VAT amount will not be considered in the bid evaluation process.

2. The conversion of different currencies into VND: **01 USD = VND 26,230.**

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.



Part 2. TECHNICAL REQUIREMENTS

Chapter V. SCOPE OF SUPPLY



SCOPE OF SUPPLY

(PR - 31089)

**“PROVISION OF LICENSE FOR HYSYS® SOFTWARE FOR NCSP
(Period: Mar. 2026 – Mar. 2029)”**



1. GENERAL

Nam Con Son Pipeline (NCSP) is a gas transportation pipeline system consisting of offshore and onshore pipeline and an onshore processing Terminal. In order to support for its process operations and engineering works, a process simulation software is required and Aspen HYSYS® Crude has been used from its project stage. In addition, due to the nature of a multi-shipper gas transportation system and complex infrastructures, NCSP also needs to use the process simulation software to allocate processed fluids for the Shippers as well as to check the redelivered fluid's phase envelop and perform process optimization works.

The WORK which is to be provided by CONTRACTOR shall comprise but not necessarily be limited to, the provision of management, engineering, supervision, labour, plant, equipment and materials at onshore locations to support NCSP's operations, all as generally described herein.

2. THE WORK

The WORK shall specifically comprise of the CONTRACTOR's provision of the followings:

- 01 License of Aspen HYSYS® & Aspen HYSYS® Crude (steady state, 01 User and standalone) for a period of 03 years (from 27 March 2026 to 26 March 2029).
- Installation supports for NCSP's computers (laptops & desktops) including 01 unit DVD Installation, 01 Unit DVD user manual and 01 unit USB Security Key (Dongle).
- Relevant technical support services during the software licensed duration.

3. REQUIREMENTS TO CONTRACTOR

3.1 The CONTRACTOR is required to:

- Support NCSP when required to ensure the software is installed successfully at NCSP's site.
- Warrant that Software will be free from Defects during software licensed duration.
- Have ability and commit to provide all relevant after-sales services including but not limited to the followings:
 - o CONTRACTOR shall regularly advise in detail to NCSP for any new Software updates or upgrades with release bulletins for NCSP consideration on updating accordingly with free of charge;



- CONTRACTOR shall provide adequate hardware & software development licenses/ test/debugging tools to run, test and debug the software when required with free of charge.
- Have an online support channel the most convenient support (Asia area is preferable).
- Provision of personnel experienced in and familiar with the system software running at NCSP site to ensure that during the normal business hours, Contractor shall commence work on problem resolution within 03 working days upon receipt of notice of such problem from NCSP.

3.2 Equipment

- CONTRACTOR shall warrant the licensed software will provide its full designed functions under NCSP's ICT infrastructures, details as below:
 - Operating system: Windows 10/11 Professional (64bit)
 - System Memory: 8 GB minimum
 - Hard Disk: 500GB
 - Processor: Intel® Core™ i5
- CONTRACTOR shall provide all of the necessary materials, tools and equipment for all of its personnel to carry out their job at NCSP's site if any during the software licensed time of this CONTRACT.



Part 3. TERMS AND CONDITIONS OF CONTRACT AND CONTRACT FORMS

1. DEFINITIONS

"Purchaser" or "NCSP"	Means NamConSon Pipeline Co.
"Supplier"	Means the person or persons, firm or company to whom this document is addressed and who has, through the Contract, undertaken to provide, deliver or lease the Goods and/or carry out the Services to NCSP.
"Parties"	Means the Purchaser and the Supplier and "Party" means any one of them.
"Contract"	Means the contract between the Purchaser and the Supplier consisting of the Purchase/Service Order, the Special Instructions to the Supplier and these General Conditions of Purchase and Rental/Service, including any supplemental, amendments or modifications thereof agreed to in writing and signed by the Parties.
"Purchase/Service Order"	Means the purchase/service order made by NCSP to the Supplier, to which the Special Instructions and these General Terms and Conditions have been attached and made an integral part.
"Special Instructions"	Means the written instructions given by NCSP to the Supplier, as attached to the Purchase/ Service Order, setting out for the Supplier's compliance thereto, among others, the scope of the Services to be performed, and/or the particulars of the Goods to be provided, by the Supplier under the Contract, including any specifications or drawings referred to therein or made an attachment thereto.
"NCSP's Representative"	Means the person designated in the Special Instructions to the Supplier and so appointed by NCSP for the time being or from time to time to exercise the function(s) entrusted to him in connection with the Contract.
"Goods"	Means the goods to be supplied by the Supplier as described in the Purchase/Service Order.
"Services"	Means the services to be carried out and completed by the Supplier, including the rental, supply and/or delivery of the Goods, as described in the Purchase/Service Order.

2. THE CONTRACT

- a. The contract entered into between the Purchaser and the Supplier is for the rental, sale and delivery of the Goods and/or the performance of the Services described in the Contract and in any specifications or drawings referred to therein and covers all protection devices, painting, packing, sealing, labeling, imprinting, stamping and/or marking on or of the Goods. Unless otherwise stated in the Contract, the installation or erection of any works, plant or other materials on site is excluded.
- b. These General Conditions shall form part of the Contract. No part of these General Conditions shall be varied and/or annulled by any of the conditions contained in the quotations, letters, advice notes, invoices, instructions or other communications issued by either Party unless expressly and mutually agreed by the Parties in writing.

3. ASSIGNMENT AND SUB-CONTRACTING

- a. The Supplier shall not assign the Contract or any rights or obligations thereunder without the previous consent in writing of the Purchaser.



- b. The Contract or any part thereof shall not be sub-contracted by the Supplier without the prior written notification to the Purchaser of such sub-contracting, stating therein the full particulars, of each item to be sub-contracted and the proposed sub-contractor thereof. The Purchaser reserves the right, to disallow, within a reasonable period from its receipt of such notification to sub-contract, any sub-contracting arrangements to which it objects. The Supplier's right to sub-contract shall not in any way relieve it from any of its obligations or liability under the Contract.

4. DRAWINGS AND TECHNICAL DATA

- a. Any deviation from or modification to any specifications or drawings made an integral part of the Contract is subject to the Purchaser's prior written approval. If the Supplier deems that there is any omission or inconsistency in such specifications or drawings or that any modifications should be made therein, the Supplier shall notify the Purchaser in writing forthwith. Specifications or drawings supplied by the Purchaser in connection with the Contract shall be maintained in confidence by the Supplier, and shall not, without the Purchaser's prior written consent, be disclosed to any third party, or used by the Supplier except in implementing the Contract.
- b. The Supplier shall, when so requested by the Purchaser, provide drawings and technical data to the Purchaser for approval and/or endorsement purposes. Any such approval shall not however imply that the Purchaser has checked, verified, or is responsible for, the accuracy of any drawings and technical data other than its own.

5. PATENT RIGHTS

The Supplier shall fully indemnify the Purchaser against all claims, liabilities, damages, losses, costs and expenses concerning infringement or alleged infringement of any patent, registered design, trade mark, service mark, copy right or similar protection which arise from anything done by the Supplier or his/its sub-suppliers or sub-contractors in relation to the Goods or Services under the Contract or any use thereof, or any resale of the Goods, by the Purchaser.

6. PROGRESS CHECKS, INSPECTIONS AND TESTS

- a. The Purchaser shall be entitled, at its discretion and upon giving reasonable notice to the Supplier, to check the progress of the Supplier in performing the Contract, to inspect the goods and/or materials used in relation thereto, and to make such tests as are or may be prescribed in the Contract during the manufacture of the Goods and/or performance of the Services and before delivery of such Goods or completion of such Services. The Supplier shall afford the Purchaser's Representative every facility for such purposes including access to the Supplier's (or the sub-contractor's) works at all reasonable times. Any such check, inspection or test shall not in any way relieve the Supplier from any of its obligations under the Contract, or from those existing under the applicable laws of Vietnam.
- b. All Goods are to be inspected and/or function-tested to ensure that they are in satisfactory condition prior to delivery. Any Goods on receipt in Vietnam found not to be supplied in accordance with the Purchase/Service Order or in a defective or unsatisfactory condition due to faulty design, inferior materials or substandard workmanship shall be returned to the Supplier at Supplier's own cost and expense and the Supplier shall use best endeavors to provide an equal or better replacement without delay and without incurring any additional costs to the Purchaser.

7. DELIVERY

The delivery of the Goods and/or completion of the Services shall be in accordance with the requirements and instructions of the Contract.

8. SAFETY REGULATIONS

The Supplier shall comply with the Purchaser's safety regulations in effecting delivery to or performance at the Purchaser's premises or where the Contract requires installation or erection of any works, plant or other equipment or material at the Purchaser's premises (including premises hired to the Purchaser).



9. WARRANTY

Goods supplied to the Purchaser shall be brand-new with the Supplier's standard warranty covering repair/replacement costs for the same. During the warranty period, except as otherwise specified in the Special Instructions, faulty, deficient or defective goods shall be sent back to the Supplier for repair and/or replacement with all freight charges (to and from the Supplier) to be borne solely by the Supplier.

10. LIABILITIES

- a. The Supplier shall be liable for, and shall indemnify and keep indemnified the Purchaser against, all losses and claims for injuries or damage to third parties or any property of third parties, which may arise out of or in consequence of the provision of the Goods and/or Services under the Contract, and against all claims, demands, costs, charges, and other expenses whatsoever incurred in respect thereof or in relation thereto.
- b. The Supplier shall be liable for, and shall indemnify and keep indemnified the Purchaser against, any damage or compensation payable at law in respect or in consequence of any accident or injury to the Supplier's employees or the Supplier's sub-contractors' employees, and in respect of any loss or damage to their property, equipment and tools, save and except for any loss or damage resulting from the negligence of the Purchaser.
- c. Without limiting its obligations or responsibilities under the Contract, the Supplier shall arrange and maintain with a reputable insurance company, full insurance covering the aforesaid liabilities.

11. TERMINATION

The Purchaser may terminate the Contract at any time in the event of the Supplier's neglect or default without cause. If the Purchaser terminates the Contract without cause, the Purchaser shall reimburse the Supplier for all costs incurred under the Contract and those chargeable to the Purchaser (on a quantum meruit basis) up to and including such termination, plus an amount to be agreed by the Parties as representing the Supplier's reasonable profit to that date.

12. SUPPLIER'S EMPLOYEES

The Supplier shall, unless specifically provided for in the Contract, be solely responsible for and shall meet all costs incurred in connection with the employment by the Supplier of personnel required for the fulfillment of the Contract.

13. TRANSPORT

The transportation of personnel, goods, equipment and plant will be for the account and responsibility of the Supplier unless otherwise specified in the Contract.

14. FAILURE TO SUPPLY

If the Supplier fails to supply the Goods or Services specified in the Contract, then, notwithstanding any other remedy available to the Purchaser, all charges payable by the Purchaser under the Contract shall cease in respect of the period from the commencement of and for the duration of such failure.

15. GOVERNING LAW AND DISPUTE RESOLUTION

- a. The Contract is governed by and shall be construed in accordance with the laws of Vietnam.
- b. The Parties shall attempt to resolve any dispute arising out of any matter concerned with the Contract or any rights, duties or liabilities of any of the Parties in connection with the Contract by negotiation and conciliation. In the event that resolution by negotiation or conciliation is not achieved by the Parties, the dispute shall be referred to, and resolved according to the arbitration rules of, the Vietnam International Arbitration Centre for arbitration in Vietnam. The Parties agree to comply with any arbitration award or order made pursuant to such arbitration and such award or order shall be final and binding on the Parties.
- c. The commencement of any arbitration proceedings under this Article shall in no way affect the continued performance of the Parties under the Contract. When any dispute occurs or when any dispute is under arbitration, except for the matters under dispute, the Parties shall



continue to exercise their remaining respective rights, and fulfil their remaining respective obligations under the Contract.

16. TAXATION

Unless otherwise specified elsewhere in the Contract, the following stipulations shall be applied:

- a. The Supplier shall be deemed to have knowledge of and to have satisfied itself completely as to its obligations under the tax laws of the Vietnam in respect of the Contract.
- b. The Supplier shall pay any tax which may be properly and lawfully assessed upon the Supplier. Further, the Supplier shall ensure payment by any of its sub-contractors of the tax liabilities in connection with activities under the Contract.



SPECIAL INSTRUCTIONS

VALUE OF PURCHASE ORDER

The total value of this Purchase Order is **USD.....(In words:.....)**, including all related costs for the subscription and taxes outside Vietnam with the breakdown as below:

No.	Description	Unit	Quantity	Unit price (USD/year)	Amount (USD)
1					
2					
3					
4					
5					
TOTAL (USD)					

The above price is fixed for the duration of this Purchase Order. Without a formal amendment to the Purchase Order, any invoice which raises the expenditure over the above value shall be rejected.

Without a formal amendment to the Purchase Order, any invoice which raises the expenditure over the above value shall be rejected.

Any item of works which occurs beyond the scope of supply, must obtain approval from NCS's representative before carrying out.

DELIVERY

License delivery is to be made to the following address by **23rd March 2026** as the latest. Any change in delivery date must be advised to and agreed by the Buyer.

NAMCONSON PIPELINE CO.
 Provincial Road 44, Long Dien Commune,
 Ho Chi Minh City
 Socialist Republic of Vietnam

Attention: **NGUYEN THANH NGOAN**, Operations Engineer
 C/C: **HOANG ANH TUAN**, Warehouse Supervisor



NGUYEN HUU THUC, Warehouse Officer
Tel.: +84 254 864100 Ext.2505
Fax: +84 254 864099

NCSP’S REPRESENTATIVE

NCSP’s Representative for this Purchase Order shall be:

Mr. Bui Tien Dung – General Manager

NAMCONSON PIPELINE CO.
Provincial Road 44, Long Dien Commune,
Ho Chi Minh City, S.R Vietnam
Tel.: 84 254. 3864 100 Fax: 84 254 3864 099

For Technical issues:

For Contractual Issue:

SUPPLIER’S REPRESENTATIVE

Supplier’s Representative for this Purchase Order shall be:

.....

PAYMENT

Yearly payment shall be made net by bank transfer to the nominated Supplier’s account in the first page of this Purchase Order within 30 days from receipt by NCSP of Supplier’s Original Invoice for yearly payment with schedule as follows:

.....

Payment shall be without prejudice to NCSP's right to subsequently challenge the correctness of Supplier’s invoice.

INVOICE

It is essential that Supplier’s Original Invoice and all other correspondence bear the following details:

NCSP name: **NAMCONSON PIPELINE CO.**
Address: Provincial Road 44, Long Dien Commune,
Ho Chi Minh City, S.R. Vietnam
PO number:

Original Invoice together with other supporting document if any shall be submitted right after completion of Services to the above-stated address for the attention of:-



Attention: Le Van Tung, Procurement & SCM Department
Tel: +84 254 3864100 - Fax: +84 254 3864099
Email: tung.le@ncsp.com.vn

to whom all queries regarding payment etc. should be made.

In order to ensure the reliable and timely delivery of invoice, it is preferable that the Original Invoice be sent by express mail or courier at Supplier's own cost.

A copy of Original Invoice should be sent by e-mail or fax to the Buyer at the above address to facilitate payment process.

Failure to comply with the above mentioned invoicing instructions will result in the invoice being returned, slowly processed and/ or consequent delay in settlement.

PERFORMANCE BOND OPENING

As soon as possible but not later than 7 days from the date of Purchase Order signing, supplier shall inform NCSP by fax of the issuance of the Performance Bond covering 3% (three percents) of the Purchase Order amount, issued by Vietcombank, Vungtau Branch or the legally established Bank, acceptable to NCSP, informing the number, date of issue and full content. In case the Performance Bond issued by the First Class International Bank, Supplier shall ensure that the issuing Bank will send to NCSP the original Performance Bond through Vietcombank Vung Tau Branch.

The content of the Performance Bond shall be in conformity with the Appendix 2 of this Purchase Order.

All costs relating to the Performance Bond shall be at Supplier's account.

Should NCSP not receive the valid, satisfactory Performance Bond within 10 days from the Purchase Order signing date, NCSP has the right to cancel the Purchase Order at any time without recourse to the law court or to arbitration.

Should the validity of the Performance Bond be required to be extended (due to delay or extension of Work completion) Supplier shall immediately instruct the Issuing Bank to make amendment to the Performance Bond. Such amendment shall be advised by the Issuing Bank to NCSP through Vietcombank Vung Tau Branch.

Should the NCSP make use of Performance Bond, it will immediately send to the Supplier copy of declaration to the bank.

AGREED AND LIQUIDATED DAMAGES FOR DELAY IN DELIVERY OF GOODS AND SUPPLY OF SERVICE.

Should the Supplier fail to deliver the license by the date specified in this Purchase Order, NCSP has the right to impose an agreed and liquidated damages on the Seller as follows:

- 1% of Order value per delay week.



The total amount of agreed and liquidated damages for delay in delivery shall not exceed 8% of Purchase Order.

When calculating the amount of the agreed and liquidated damages: One week is to be defined as 07 days with 04 days or more than 04 days to be considered as one week, 03 days and less will not be counted.

If delay in delivery of the Goods/ supply of service exceeds <09> weeks against the stipulated date as stated in Article Delivery of this Purchase Order, the Buyer may consider to receive the Goods/ service or not. In case of non-acceptance on Goods receipt/ service and NCSP decide to terminate the Purchase Order, the Performance Bond will be withdrawn or the Supplier shall pay NCSP the agreed and liquidated damages at the rate of <3%> of the Purchase Order value by T/T.

In addition to the above statement, the Supplier undertakes to pay NCSP the agreed and liquidated damages at the rate of <3%> of the Purchase Order value by T/T or NCSP shall have the right to withdraw the Performance Bond or deduct from the payment of the other Purchase Orders/ Contracts or otherwise without recourse to the law court or to arbitration in following cases:

1. Should the Supplier fail to perform this Purchase Order after this Purchase Order has been signed.
2. Should the supplied Goods do not conform with the Purchase Order, NCSP shall be entitled to refuse those Goods and payment.

The rate of the agreed and liquidated damages is not subject to any alteration by arbitration. The amount of the agreed and liquidated damages is to be deducted by NCSP from the Supplier's invoices while effecting the payment. Should NCSP fail to deduct the sum of money of the agreed and liquidated damages from Supplier's invoices, the Supplier has to pay in immediately, but not later than 30 days from NCSP's first request by T/T.

Such liquidated damages shall be Buyer's sole remedy and Supplier's sole liability in respect of delay in delivery under Purchase Order or otherwise at law.

TAX LIABILITIES

NCSP shall be responsible for payment of any Vietnamese taxes which may be applicable to this Contract Order.

PROTECTION OF HEALTH, SAFETY, ENVIRONMENT AND LOSS CONTROL

NCSP rigorously supports a policy of HSES and as a supplier you are required, in the execution of this order, to follow all the local and international regulations in connection with these matters.

In providing service and/or performing a work under this Purchase Order in NCSP's premises, public areas, Supplier shall comply strictly with NCSP Representative's instruction and NCSP's Safety Policies/Regulations whenever it is applicable.



Appendix 2

FORM OF PERFORMANCE BOND

Date:

To: NAMCONSON PIPELINE CO.
 Provincial Road 44,
 Long Dien Commune,
 Ho Chi Minh City
 S.R. Vietnam

Dear Sir,

We, the undersigned (legal name and address of the Bank) have made due to note of Contract No. ___ dated ___ (hereinafter referred to as the Contract), concluded by yourselves Namconson Pipeline Co. (Hereinafter referred to as the COMPANY) and _____ (hereinafter referred to as the “CONTRACTOR”), for supplying _____ as described in Scope of Work of the Contract with the Contract amount of _____ VND. In accordance with the term of the Contract, the CONTRACTOR is obliged to execute and perform the Contract as agreed.

Taking into consideration of the above mentioned, we (legal name and address of the issuing Bank) hereby irrevocably and unconditionally undertake to pay you any amount stated hereunder on your simple demand accompanied by the written declaration that the CONTRACTOR has failed to fulfill the Contract as per terms and condition agreed.

Simple declaration from the COMPANY shall be accepted by us conclusive evidence that the amount claimed is due to the COMPANY.

The claim, if any, must be made by fax message or registered letter to reach us not later than the expiry date of this Performance Bond.

The limit of our liabilities under this Performance Bond shall not exceed the amount of 3% (three percent) of the Contract Value which is equivalent to.....

Partial drawing under this Performance Bond is acceptable, provided that all claims should reach us not later than the expiry date of this Performance Bond. After each partial drawing, the amount of this Performance Bond will be deducted accordingly, and this Performance Bond remains in force up to its expiration of total amount under this Performance Bond is drawn.

The payment under this Performance Bond shall be made by ourselves without deductions for any fees of any taxes, imports, levies or duties present or future of any nature inside of S.R. Vietnam.



It is further guaranteed by us, that the payment under this Performance Bond shall be made by us within seven (07) days from the receipt of your written demand marking reference to this Performance Bond.

The Performance Bond comes into force and becomes valid from the date of issuance. The validity of this Performance Bond shall cover **Contract duration** as stated in **Section 1-** Contract Agreement plus 60 days i.e <.....>.

When expired or implemented in full, this Performance Bond turns to be null and void.

Upon expiration of this Performance Bond, or on the settlement of all claims, this Performance Bond shall be returned to us without any request on our part.

Yours faithfully,

Authorized signature and stamp of the Bank

