

SOCIALIST REPUBLIC OF VIETNAM

Independence - Freedom - Happiness

**BIDDING DOCUMENTS
INTERNATIONAL OPEN BIDDING
ONE STAGE ONE ENVELOPE**

(OFFLINE BIDDING)

BIDDING PACKAGE	: BID PACKAGE NO. 3: INVESTMENT IN PROCUREMENT OF 01 USED AZIMUTH TUGBOAT, WITH CAPACITY FROM 5,000HP AND ABOVE;
PROJECT	: INVESTMENT IN PROCUREMENT OF 01 USED AZIMUTH TUGBOAT, WITH CAPACITY FROM 5,000HP AND ABOVE;
PROCURING ENTITY	: TAN CANG MARITIME SERVICES JOINT STOCK COMPANY
CONSULTANCY	: INTELLIGENT PROPERTY DVL SOUTH JOINT STOCK COMPANY

Year 2026

BIDDING DOCUMENTS

Invitation for Bid: _____

Bidding Package:

Bid Package No. 3: Investment in procurement of 01 used Azimuth tugboat, with capacity from 5,000HP and above

Project:

Investment in procurement of 01 used Azimuth tugboat, with capacity from 5,000HP and above

Issued on:

31/3/2026

Issued together with
Decision:

219/QĐ-HĐQT

**CONSULTANCY
INTELLIGENT PROPERTY
DVL SOUTH JOINT STOCK
COMPANY**

GENERAL MANAGER



Nguyễn Hong Chinh

**PROCURING ENTITY
TAN CANG MARITIME
SERVICES JOINT STOCK
COMPANY**



**CHỦ TỊCH
Trần Thị Hồng Thu**

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BRIEF DESCRIPTION

Section 1. BIDDING PROCEDURES

Chapter I. Instructions to Bidders

This chapter provides information to assist bidders in preparing their bids. The information includes regulations regarding the preparation and submission of bids, bid opening, bid evaluation, and contract award. Provisions in this Chapter shall be used without modification.

Chapter II. Bid Data Sheet

This Chapter specifies the contents of Chapter I as applied to each bid package.

Chapter III. Bid Evaluation Criteria

This Chapter includes the criteria for bid evaluation. Specifically:

- Section 1. Evaluation of the validity of bid documents.
- Section 2. Evaluation criteria for qualification and experience.
- Section 3. Evaluation criteria for technical aspects.
- Section 4. Evaluation criteria for financial aspects.
- Section 5. Alternative technical solutions in bid documents (if any).

Chapter IV. Bidding Forms

This Chapter includes forms that the Procuring entity and the bidder shall complete to form part of the content of the bidding invitation documents and bid documents

Section 2. TECHNICAL REQUIREMENTS

Chapter V. Technical Requirements

This chapter states the technical requirements and drawings to describe the technical characteristics of the goods and related services; contents on inspection and testing of goods (if any).

Section 3. CONTRACT CONDITIONS

Chapter VI. General Conditions of Contract

This chapter includes general provisions applicable to all contracts for different bid packages. Shall be used without modification of the provisions in this Chapter.

Chapter VII. Particular Conditions of Contract

This chapter includes contract data and Particular Conditions, which include

specific provisions for each contract. The Particular Conditions of Contract are intended to detail, supplement but not replace the General Conditions of Contract.

Section 4. CONTRACT FORMS

Part this consists of forms which, when completed, will form part of the contract. The Performance Security (Letter of Guarantee) and Advance Payment Security (if any) shall be completed by the winning bidder before the contract takes effect.

ABBREVIATIONS

ITB	Instructions to Bidders
BDS	Bid Data Sheet
BDMT	Bidding Documents
Bid	Bid Submission Documents
GCC	General Conditions of Contract
PCC	Particular Conditions of Contract
VND	Vietnamese Dong
USD	US Dollar
IFB	Invitation for Bids Notice
PE	Procuring entity
System (e-GP)	Vietnam National Electronic Procurement System

Section 1. BIDDING PROCEDURES
Chapter I. INSTRUCTIONS TO BIDDERS

1. Scope of the Package	1.1. The Procuring entity specified in BDS issues this Bidding Documents to select a bidder for the goods procurement package using a one-stage one envelope bidding method. 1.2. Name of the package, project/procurement budget; quantity, item numbers of parts of the package (in case the package is divided into multiple independent parts) are specified in BDS.
2. Definitions in Bidding	2.1. Bid closing time is the deadline for receiving Bid Dossier and is specified in the Bidding Invitation Notice on the System. 2.2. Day means a calendar day, including weekends, public holidays, and Tet holidays as stipulated by labor law.
3. Source of Funds	The source of funds to be used for the package is specified in BDS.
4. Prohibited Acts	4.1. Giving, receiving, or brokering bribes. 4.2. Abusing position or authority to illegally influence or interfere with bidding activities in any form. 4.3. Collusion, including the following acts: a) Arranging, agreeing, or forcing one or more parties to prepare Bid Dossier or withdraw Bid Dossier for one party to win the bid; b) Arranging or agreeing to refuse to supply goods or services, not to enter into subcontracts, or to enter into other agreements to restrict competition for one party to win the bid; c) A qualified and experienced bidder has participated in the bidding and meets the requirements of the Bidding Documents but intentionally fails to provide documents to prove their qualifications and experience when requested Procuring entity request for clarification Bid Submission Documents or when requested to reconcile documents to facilitate the award of a contract. 4.4. Fraud includes the following acts: a) Forging or falsifying information, dossiers, or documents

in bidding;

b) Intentionally providing untruthful or non-objective information or documents in Bid Submission Documents to distort the bidder selection results.

4.5. Obstruction includes the following acts:

a) Destroying, deceiving, altering, concealing evidence or reporting falsely; threatening or suggesting to any party to prevent clarification of acts of giving, receiving, brokering bribes, fraud or colluding with competent authorities regarding supervision, inspection, examination, and auditing;

b) Obstructing authorized persons, Procuring entitys, or bidders in bidder selection;

c) Obstructing competent authorities in supervising, inspecting, examining, or auditing bidding activities;

d) Deliberately filing false complaints, denunciations, or petitions to obstruct bidding activities;

đ) Committing acts that violate cybersecurity laws to interfere with or obstruct online bidding.

4.6. Failure to ensure fairness and transparency includes the following acts:

a) Participating in bidding as a bidder for a package that the Procuring entity is the Procuring entity of or performs the Procuring entity's duties improperly according to the Bidding Law;

b) Participating in the preparation and simultaneously participating in the appraisal of Bidding Documents for the same bid package;

c) Participating in the evaluation of Bid Submission Documents and simultaneously participating in the appraisal of bidder selection results for the same bid package;

d) Individuals belonging to the Procuring entity directly participating in the bidder selection process or participating in the bid evaluation committee, bidder selection result appraisal team, or being the authorized person, the head of the Procuring entity for bid packages where individuals with family relationships as defined by the Enterprise Law are named as bidders or are the legal representatives of bidders;

đ) A bidder bidding for a goods procurement package that the bidder provides consulting services for: preparing, verifying, appraising cost estimates, technical designs, construction drawing designs, overall technical designs

(FEED designs); preparing, appraising Bidding Documents, Bidding Documents; evaluating Bid Submission Documents, Bid Submission Documents; goods inspection; appraising bidder selection results; supervising contract implementation;

e) Being named as a bidder for a bid package under a project where the Procuring entity is the agency or organization where the individual previously worked and held a leadership or management position within 12 months from the date of no longer working at that agency or organization;

g) Specifying particular requirements for brand names or origins of goods in the Bidding Documents, except as stipulated in point e, clause 3, Article 10, clause 2, Article 44 and clause 1, Article 56 of the Bidding Law;

4.7. Disclosing documents and information about the bidder selection process, except for providing information as stipulated in point b, clause 8, Article 77, clause 11, Article 78, clause 4, Article 80, clause 4, Article 81, clause 2, Article 82 of the Bidding Law, including:

a) The content of the Bidding Documents before the issuance date as stipulated;

b) The content of the Bid Submission Documents; the content of the request for clarification of the Bid Submission Documents by the CProcuring entity and the bidder's response during the evaluation of Bid Submission Documents; report of cProcuring entity, reports of expert groups, appraisal reports, reports of consulting bidders, reports of relevant specialized agencies during the bidder selection process; written records, minutes of bid evaluation meetings, comments and evaluations for each BID before being publicly disclosed as prescribed;

c) Results of bidder selection before being publicly disclosed as prescribed;

d) Other documents in the bidder selection process determined to contain state secret content as prescribed by law.

4.8. Bidder assignment in the following cases:

a) The bidder assigns to another bidder a part of the work under the package beyond the maximum value for Sub-bidders and the workload for special Sub-bidders stated in the contract;

b) The bidder assigns to another bidder a part of the work

	under the package that does not exceed the maximum value of work for Sub-bidders stated in the contract but is outside the scope of work for Sub-bidders proposed in BID without the approval of the Procuring entity and the supervision consultant; c) The Procuring entity and supervision consultant approve the bidder to assign work specified in point a of this clause; d) The Procuring entity and supervision consultant approve the bidder to assign work specified in point b of this clause, exceeding the maximum value of work for Sub-bidders stated in the contract.
5. Bidder eligibility	5.1. Bidder is an organization that meets all the following conditions: a) For domestic bidders: is an enterprise, cooperative, cooperative union, cooperative group, public non-business unit, foreign-invested economic organization, and other organizations registered for establishment and operation in accordance with Vietnamese law. For foreign bidders: registered for establishment and operation under foreign law; b) Independent financial accounting; c) Not undergoing dissolution procedures or having its business registration certificate revoked or other equivalent documents; not in a state of insolvency as prescribed by the law of the country where the bidder was granted the establishment decision or business registration certificate or other equivalent documents insolvency as prescribed by the law of the country where the bidder was granted the establishment decision or business registration certificate or other equivalent documents; d) Ensure competition in bidding as prescribed in BDS; d) Registered on the National E-Procurement System before the approval of the bidder selection results; e) Not in the period of being banned from participating in bidding as prescribed by the Bidding Law; f) Not being prosecuted for criminal liability. g) Foreign bidders must form a joint venture with domestic bidders or use domestic Sub-bidders. Except tin cases where there are no domestic bidders registering interest to perform one or more work items of the package, foreign bidders are not required to form a joint venture or use domestic Sub-bidders.

6. The content of BDMT	6.1. BDMT includes IFB and Sections 1, 2, 3, 4, along with amendments and clarifications of the BDMT as prescribed in ITB 7 (if any), which includes the following contents: Section 1. Bidding Procedures: - Chapter I. Instructions to Bidders; - Chapter II. Bid Data Sheet; - Chapter III. Bid Evaluation Criteria; - Chapter IV. Bidding Forms. Section 2. Technical Requirements: - Chapter V. Technical Requirements. Section 3. Contract Conditions: - Chapter VI. General Conditions of Contract; - Chapter VII. Particular Conditions of Contract; Section 4. Contract Forms. 6.2. Procuring entity shall not be responsible for the accuracy, completeness of Bidding Documents, clarification documents for Bidding Documents or amendment documents for Bidding Documents as stipulated in ITB 7 if these documents are not provided by the Procuring entity on the System. Bidding Documents issued by the Procuring entity on the System shall be the basis for review and evaluation. 6.3. The Bidder must study all information of the Advertisement for Bids, Bidding Documents and amendments and clarifications of the Bidding Documents, minutes of pre- bid meetings (if any) to prepare the Bid Submission as required by the Bidding Documents accordingly.
7. Amendments and clarifications of Bidding Documents	7.1. In case of amending the Bidding Documents, the Procuring entity shall post the amendment decision along with the amended contents and the Bidding Documents as amended. The amendment of the Bidding Documents shall be made at least 10 days prior to the bid closing time and ensure sufficient time for the bidder to complete the Bid Submission; if sufficient time is not ensured as mentioned above, the bid closing time must be extended. 7.2. In case clarification of the Bidding Documents, is needed, the Bidder shall send a request for clarification to the

Procuring entity via the System within the period of at least 05 working days before the bid closing time for the Procuring entity to review and handle.. The Procuring entity shall receive the clarification request for review and clarification as requested by the bidder and shall provide clarification on the System within a minimum period of 02 working days before the bid closing time, describing the content of the clarification request but not naming the bidder requesting the clarification. If the clarification leads to the amendment of the Bidding Documents, the Procuring entity shall amend the Bidding Documents in accordance with ITB 7.1.

7.3. The Procuring entity is responsible for monitoring information on the System to promptly clarify the Bidding Documents as requested by the bidder.

7.4. The Bidder is responsible for monitoring information on the System to update information on amendments to the Bidding Documents, changes in bid closing time (if any) to serve as a basis for preparing the. Bid Submission In case of errors due to failure to monitor and update information on the System leading to disadvantages for the bidder during the bidding process, including: changes, amendments to the Bidding Documents, bid closing time, contract negotiation period(if any), and other contents, the bidder shall bear full responsibility and disadvantages during the bidding process.

7.5. If necessary, the Procuring entity organizes a pre-bid meeting to discuss the contents within BDMT that bidders are unclear about, according to the provisions in **BDS**. The Procuring entity shall post a notice of the pre-bid meeting on the System; all interested bidders are welcome to attend the pre-bid meeting without prior notification to the Procuring entity. The content of the discussion between the Procuring entity and the bidder shall be recorded in minutes and compiled into a written clarification of the BDMT posted on the System within a maximum of 02 working days from the date the pre-bid meeting concludes.

7.6. In case the BDMT needs to be amended after the pre-bid meeting, the Procuring entity shall amend the BDMT according to the provisions in ITB 7.1. The minutes of the pre-bid meeting do not constitute an amendment to the BDMT.

	7.7. The bidder's failure to attend the pre-bid meeting or lack of confirmation of attendance is not a reason for disqualifying the bidder's bid. 7.8. If the Procuring entity deems that bidders need more time to prepare their bid in accordance with the amended BDMT, the Procuring entity may extend the bid closing time as stipulated in ITB 21.3.
8. Bid Cost	BDMT shall be issued free of charge on the System immediately after the Procuring entity successfully posts the IFB on the System. Bidders shall bear all costs related to participating in the bid. The cost of submitting the bid is stipulated in the BDS. In all cases, the Procuring entity shall not be responsible for any costs related to the bidder's participation in the bid.
9. The language of the Bid	The bid, as well as all documents and materials related to the bid, shall be written in the language stipulated in BDS. The supporting materials in the bid (catalogs, etc.) may be written in another language, accompanied by a translation into the language stipulated in BDS. In case of missing translations, the Procuring entity may request the bidder to submit additional translations (if necessary). The bidder is responsible for any discrepancies between the original and the translation of the documents (if any).
10. Components of the Bid	The BID must include the following components: 10.1. Bid form according to Form No. 02A or 02B in Chapter IV BDMT; 10.2. Joint venture agreement according to Form No. 03A in Chapter IV (for joint ventures); 10.3. Bid security as stipulated in ITB 18; 10.4. Bidder's declaration of qualification and experience according to ITB 16; 10.5. Technical proposal and documents as stipulated in ITB 15; 10.6. Financial proposal and tables filled in according to ITB 11 and ITB 13; 10.7. Propose alternative technical solutions in the bid submission documents in accordance with the provisions of ITB 12 (if any);

	10.8. Other contents as stipulated in BDS .
11. Bid form and schedules	The bidder shall fill in completely the information in the Forms from Form 02A to 15C in Chapter IV.
12. Proposal of alternative technical solutions in the bid submission documents	12.1. In cases where the bidding documents stipulate in BDS that the bidder may propose alternative technical solutions, only then shall such alternative technical solutions be considered. 12.2. Alternative technical solutions shall only be considered when the main solution is assessed as meeting the requirements and the bidder is ranked first. In this case, the bidder must provide all necessary information for the bid evaluation committee to evaluate the alternative technical solutions, including: explanation, drawings, technical specifications, delivery schedule, costs, and other related information. The evaluation of proposed alternative technical solutions in the bid submission documents shall be carried out in accordance with Section 5 of Chapter III.
13. Bid price and discounts	13.1. The bid price stated in the bid form and in the price schedules, along with any discounts, must comply with the provisions of this Section: a) The bid price is the price offered by the bidder in the bid form (excluding discounts), including all costs to perform the package (including VAT, import tax, special consumption tax (if any), transportation costs, insurance, registration, inspection, other surcharges (if any)). The bidder shall declare the bid price according to Form No. 11 of Chapter IV in the bid form. b) TIn case the bidder proposes a discount, it must be proposed separately in the discount letter or directly in the bid form. The discount letter may be submitted together with the bid submission documents or submitted separately, but must ensure that the Procuring entity receives it before the bid closing time. In case the discount letter is submitted together with the bid submission documents, the list of bid submission documents must include the discount letter. In case the discount letter is submitted separately, it must be placed in a sealed envelope, clearly marked "Discount Letter" (the sealing method is determined by the bidder) in compliance with ITB 20.2 and ITB 20.3. The discount letter

shall be kept by the Procuring entity as part of the bid submission documents and shall be opened simultaneously with the bidder's bid submission documents. In case of discount, the bidder must clearly state the content and method of discount applied to specific items listed in the "Goods List" and "Service Description" columns. If the method of discount is not clearly stated, it shall be understood as a uniform proportional discount for all items listed in the "Goods List" and "Service Description" columns. In case the package applies a fixed unit price or adjustable unit price contract type, the discount value shall be calculated on the bid price after deducting the contingency cost (if any).

c) The bidder must submit the bid submission documents for all work required in the bidding documents and declare the unit bid price for all work listed in the "Goods List" and "Service Description" columns according to Form No. 12, Form No. 13 Chapter IV.

13.2. The bidder shall be responsible for the bid price to perform and complete the work according to the requirements stated in the bidding documents. In case the bid submission documents have a bid price after deducting the discount value (if any) that is lower than usual, affecting the quality of the package, the Procuring entity shall handle the situation in accordance with Clause 11 of Article 140 of Decree No. 214/2025/ND-CP.

13.3. The Bid Price of the bidder must include all taxes, fees, charges (if any) applied at the tax rates, fee rates, charge rates at the time 28 days prior to the bid closing date and based on the delivery conditions stated in ITB 13.5. (including VAT, import tax, special consumption tax (if any), fees, charges, transportation costs, insurance, registration, inspection, other surcharges (if any)). **If the bidder declares that the bid price does not include taxes, fees, charges (if any), the Bid Submission Document of the bidder will be rejected.**

13.4. The bidder shall quote the bid price in accordance with **BDS**.

13.5. EXW, CIF and other delivery terms shall be implemented according to the Incoterms edition of the International Chamber of Commerce as stipulated in **BDS**.

13.6. The bid price shall be quoted in accordance with Forms

	No. 11, Forms No. 12, Form No. 13 Chapter IV - Bid Forms. The bidder must quote the bid price according to the following instructions: a) For goods manufactured or processed in Vietnam, the bid price shall include: (a1) EXW price (ex-works price, ex-factory price, ex-warehouse price, showroom price, off-the-shelf price, as applicable) including taxes, fees, and charges related to the import of raw materials, components, and parts for the manufacture or assembly of goods; (a2) VAT, special consumption tax, and other taxes, fees, and charges (if any) payable in the event the bidder is awarded the contract; (a3) Transportation costs, insurance, and other necessary services (including VAT) in Vietnam to deliver the goods to the project site as stipulated in BDS. b) For goods manufactured or processed abroad and to be imported into Vietnam, the bid price shall include: (b1) CIF price to the destination stated in BDS; (b2) Transportation costs, insurance, and other necessary services (including VAT) in Vietnam to deliver the goods from the destination stated in ITB 13.6(b1) to the project site as stipulated in Section 13.6 (a3); (b3) Import-related taxes, fees, charges, special consumption tax (if any), VAT, and other taxes as per the law; c) For goods manufactured or processed abroad, already imported, and offered for sale in Vietnam, the bid price shall be quoted as follows: (c1) The price of goods, including the import price of the goods plus any increases (or decreases), and import-related taxes, fees, and charges (if any) for imported goods; (c2) Import-related taxes, fees, and charges already paid (if any) for imported goods (in which case supporting documents must be submitted); (c3) The price of goods excluding import-related taxes, fees, and charges, calculated as the difference between ITB 13.6(c1) and ITB 13.6(c2); (c4) VAT, special consumption tax, and other taxes, fees, and
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	charges (if any) payable in the event the bidder is awarded the contract; (c5) Transportation costs, insurance, and other necessary services (including VAT) in Vietnam to deliver the goods to the project site as stipulated in Section 13.6 (a3); d) The bidder must quote prices for related services (including taxes, fees, and charges, if any) as stipulated in Form No. 13 Chapter IV – Bid Forms in case the Procuring entity requests related services. Related services do not include transportation and other services in Vietnam to deliver the goods to the project site.
14. Bid Currency and Payment Currency	14.1. Bid Currency and Payment Currency shall be identical and in accordance with BDS. A specific work item shall be bid with one type of currency. 14.2. Domestic costs must be paid in VND; costs outside the territory of Vietnam shall be paid in the currency stipulated in ITB 14.1.
15. Documents proving the conformity of goods and related services	15.1. To prove the conformity of goods and related services with the requirements of BDMT, the bidder shall provide documents to prove that the goods supplied by the bidder meet the technical requirements specified in Chapter V. These documents are part of the BID. 15.2. The term “goods” is understood to include machinery, equipment, raw materials, fuel, materials, supplies, spare parts; products; vehicles; consumables; chemicals, testing supplies, medical equipment; commercial software.. 15.3. The term “origin” is understood as the country or territory where the goods are extracted, raised, grown, produced, manufactured, or processed in that country or territory, through manufacturing, processing, or assembly to form a commercially recognized product and having significant differences in fundamental characteristics from the original constituent elements. 15.4. The term “related services” includes services such as insurance¹, installation, maintenance, initial repair, or provision of other after-sales services such as training, technology transfer...

¹ Insurance for related service items, e.g., installation insurance, repair insurance...

15.5. The bidder shall declare the origin of the goods in Form No. 10B of Chapter IV. In cases where the bidder bids multiple origins for one unit of goods (one piece, one item...) but from the same manufacturer and with the same unit price, the Procuring entity shall request the bidder to clarify to determine the specific origin of these goods..

15.6. Requirements for the origin of goods shall be implemented according to Form No. 01A of Chapter IV. In cases where the Procuring entity requires origin by group of countries or territories as stipulated in Clause 2, Article 44 of the Law on Bidding, the bidder must bid goods according to the required origin or Vietnamese origin, even in cases where the group of countries or territories required by the Procuring entity does not include Vietnam; the bidder bidding goods not of the origin required by the BDMT or not of Vietnamese origin shall be disqualified. In cases where the Procuring entity requires the bidder to bid goods of Vietnamese origin as stipulated in Point e, Clause 3, Article 10 of the Law on Bidding, the bidder bidding goods not of Vietnamese origin shall be disqualified.

15.7. The bidder shall declare the manufacturer of the goods in Form No. 10B of Chapter IV. In cases where the bidder bids multiple manufacturers for more than one unit of goods (two pieces, two items...), the Procuring entity shall request the bidder to clarify to determine the quantity corresponding to each manufacturer. In cases where the bidder bids multiple manufacturers for one unit of goods (one piece, one item...), the BID of the bidder shall not be considered for evaluation.

15.8. The bidder must specify the model code (if any), brand, origin, and manufacturer. In cases where the bidder does not specify the model code (if any), brand, origin, and manufacturer, the BID of the bidder shall not be considered for evaluation (the bidder shall not refer to other contents in the BID . However, it must be specifically proposed in Form No. 10B, Chapter IV). In case of any discrepancy between the information declared in Form No. 10B, Chapter IV and the attached documents, the information in Form No. 10B shall be the basis for consideration and evaluation, unless the code (if any), brand, manufacturer declared in Form No. 10B, Chapter IV do not exist in the market.

15.9. Documents proving the conformity of the goods and related services may include records, papers, drawings, data described in detail item by item regarding the technical

	characteristics, basic usage features of the goods and related services, thereby proving the basic compliance of the goods and services with the requirements of Bidding Documents and a list of deviations and exceptions (if any) from the provisions in Chapter V. 15.10. The bidder must provide a full list of, prices, suppliers of materials, spare parts, specialized tools, consumables... (hereinafter referred to as materials and spare parts) necessary to ensure the proper and continuous operation of the goods within the period specified in Technical Specifications. 15.11. The standards for manufacturing, production processes of materials and equipment, as well as references to trade names or catalog numbers stipulated in Chapter V are for descriptive purposes only and are not intended to restrict the bidder. The bidder may provide other quality standards, trade names, catalogs, provided that the bidder demonstrates to the Procuring entity, the bid evaluation committee that such substitutions ensure basic or higher equivalence compared to the requirements specified in Chapter V.
16. Documents proving the bidder's qualification and experience	16.1. The bidder shall fill in the necessary information into the Forms from Form No. 05 to Form No. 09B in Chapter IV to provide information on qualification and experience as required in Chapter III. 16.2. Requirements for documents to prove the bidder's capacity to perform the contract if awarded shall be performed according to Technical Specifications. 16.3. In case the bidding package has applied pre-qualification, if there is any change in the bidder's qualification and experience when submitting the Bid Submission Documents and when participating in pre-qualification, the bidder must update their qualification and experience. If there is no change, the bidder must provide a written commitment that they still meet the requirements for performing the bidding package. If the bidder's capacity at the bid closing time does not meet the requirements for performing the bidding package according to the evaluation criteria stated in the pre-qualification invitation documents,

	the bidder's bid shall be rejected.
17. The validity period of the Bid Submission Documents	17.1. Bid Submission Documents must be valid for a period not shorter than the period specified in Technical Specifications. Any Bid Submission Documents with a validity period shorter than the prescribed period will not be further considered and evaluated. 17.2. In case of necessity, before the expiry of the validity period of the Bid Submission Documents, the Procuring entity may request bidders to extend the validity period of the Bid Submission Documents, and simultaneously request the bidder to extend the validity period of the bid security accordingly (for a period equal to the validity period of the Bid Submission Documents after extension plus 30 days). If the bidder does not accept the extension of the validity period of the Bid Submission Documents then the Bid Submission Documents of the bidder will not be further considered, in this case, the bidder shall have the bid security returned. A bidder accepting the request to extend the validity of the Bid Submission Documents is not allowed to change any content of the Bid Submission Documents, except for the extension of the bid security validity. The proposal for extension and the approval or disapproval of the extension shall be made directly in writing.
18. Bid Security	18.1. When participating in bidding, the bidder must provide bid security before the bid closing time in one or more of the following forms below: - Submit bid security issued by a lawful representative of a domestic credit institution or a branch of a foreign bank established under Vietnamese law issued, or; - Submit an insurance certificate for bid security issued by a domestic non-life insurance enterprise, or a branch of a foreign non-life insurance enterprise established under Vietnamese law issued. In case the Bidding Documents are extended in validity as stipulated in Clause 17.2 of the Instructions to Bidders, the validity of the bid security must also be extended accordingly. In case of a joint venture, bid security must be provided in one of the following two ways: a) Each member of the joint venture shall provide its own bid

security, but the total value shall not be less than the amount required in Clause 18.2 of the Instructions to Bidders; if the bid security of a member of the joint venture is determined to be invalid, then Bid Submission of that joint venture will not be further considered and evaluated. If any member of the joint venture violates the provisions of the law, resulting in the bid security not being refunded as stipulated in Section 18.5 BDMT , the bid security of all members of the joint venture will not be refunded;

b) The members of the joint venture agree that one member shall be responsible for performing the bid security measure for that joint venture member and for other members in the joint venture. In this case, the bid security may include the name of the joint venture or the name of the member responsible for performing the bid security measure for the members of the joint venture, but the total value shall not be less than the level required by Section 18.2 BDMT. If any member of the joint venture violates the provisions of the law, resulting in the bid security not being refunded as stipulated in Section 18.5 BDMT , the bid security of all members of the joint venture will not be refunded.

18.2. The value, currency, and validity period of the bid security shall be specified in **BDS**. The validity period of the bid security shall be calculated from the bid closing date to the last day of the bid security's validity (the bid security's expiry time shall fall within the last day of its validity without necessarily extending to the end of that day).

18.3. The bid security shall be considered invalid if it falls under any of the following cases: lower value, shorter validity period than required by ITB 18.2, incorrect beneficiary name, no valid signature, signed before the Procuring entity issues BDMT, accompanied by conditions detrimental to the Procuring entity (including failure to meet the commitments stipulated in Forms No. 04A, No. 04B, Chapter IV). In case a letter of guarantee or insurance certificate is applied, the letter of guarantee or insurance certificate must be signed and sealed (if any) by the legal representative of a domestic credit institution or a branch of a foreign bank established under Vietnamese law, a domestic non-life insurance enterprise, or a branch of a foreign non-life insurance enterprise established under Vietnamese law.

18.4. The unsuccessful bidder shall have their bid security returned or released as prescribed period at **BDS**. For the selected bidder, the bid security shall be returned or released

	when the contract becomes effective. 18.5. The bidder violates provisions of the law on bidding, leading to the bid security not being returned in the following cases: - After the bid closing time and during the validity period of BID, the bidder submits a written request to withdraw BID or refuses to perform one or more of the works proposed in BID as required by BDMT; - The bidder commits an act of violation stipulated in Article 16 of the Bidding Law or violates the law on bidding, leading to the cancellation of the bid; bid; - The bidder fails to take measures to ensure contract performance as stipulated in Article 68 of the Bidding Law; - The bidder fails to proceed with or refuses to negotiate the contract (if any) within the period of 10 days from the date of receiving the notification of contract negotiation invitation or has negotiated the contract but refuses or fails to sign the contract negotiation minutes, except for force majeure cases; - The bidder fails to proceed with or refuses to finalize the contract, framework agreement within 20 days from the date of receiving the award notification from the CProcuring entity, except for cases stipulated in Clause 4, Article 34 Decree No. 214/2025/ND-CP or cases of force majeure; - The bidder fails to proceed with or refuses to sign the contract, framework agreement within 20 days from the date of contract finalization, framework agreement, except for force majeure cases.
19. Bid preparation and Signatures in BID	19.1. The bidder must prepare the BID including: 1 original copy as stipulated in ITB 10 and a number of copies as specified in BDS. The cover page of each document must clearly state “ORIGINAL BID DOCUMENT”, “COPY OF BID DOCUMENT”. In case of amending or replacing the BID, the bidder must prepare 1 original copy and a number of copies as specified in the BDS. The cover page of each document must clearly state “ORIGINAL AMENDED BID DOCUMENT ”, “COPY OF AMENDED BID DOCUMENT”, “ORIGINAL REPLACED BID DOCUMENT ”, “COPY OF REPLACED BID DOCUMENT ”. In case the bidder's BID includes an alternative technical proposal as stipulated in ITB 12, the bidder must prepare 1

original copy and a number of copies as specified in **BDS**. The cover page of each document must clearly state "ORIGINAL ALTERNATIVE TECHNICAL PROPOSAL", "COPY OF ALTERNATIVE TECHNICAL PROPOSAL".

If the bidder's BID includes documents and information of a confidential nature regarding the bidder's production and business activities (such as proprietary information, trade secrets, sensitive information), the bidder must stamp "CONFIDENTIAL" on these documents and information.

19.2. The bidder shall be responsible for the consistency between the original and the copies. The bid evaluation committee evaluates based on the scanned copy of the bidding documents. In case of a discrepancy between the original and the scanned copy, but it does not change the ranking order of the bidders, the original shall be used for evaluation. In case of a discrepancy between the original and the scanned copy leading to a different evaluation result on the original compared to the scanned copy, changing the ranking order of the bidders, the bidder's bidding documents shall be disqualified.

19.3. The original of BIDDING DOCUMENTS must be typed or written in indelible ink, with pages numbered consecutively. The bid submission form, price reduction letter (if any), supplementary documents, clarifications of the bidding documents, price tables, and other forms in Chapter IV – Bid Forms must be signed and sealed (if applicable) by the legal representative of the bidder or their authorized representative. In case of authorization, a power of attorney or a certified copy of the company charter, branch establishment decision, or other documents proving the authority of the authorized person must be submitted along with the bidding documents.

19.4. In case of a joint venture, the bidding documents must bear the signatures of the legal representatives of all joint venture members or the representative member of the joint venture as per the joint venture agreement. To ensure all members of the joint venture are legally bound, the joint venture agreement must be signed by the legal representatives of all members in the joint venture.

19.5. Any added words, words inserted between lines, or erased/overwritten words shall only be considered valid if signed next to them or on that page by the signatory of the

	bid.
20. Sealing and marking of bid documents	20.1. The bag containing the BIDDING DOCUMENTS includes the original and scanned copies of the bidding documents; the outside must clearly state "BIDDING DOCUMENTS". In case the bidder makes amendments or replacements to the BIDDING DOCUMENTS, the amended or replaced documents (including original and scanned copies) must be placed in separate bags from the bag containing the BIDDING DOCUMENTS, and the outside must clearly state "AMENDED BIDDING DOCUMENTS", "REPLACEMENT BIDDING DOCUMENTS ", In case the bidder proposes an alternative technical solution, the entire alternative technical solution, including technical and price proposals, the outside must clearly state "PROPOSED ALTERNATIVE TECHNICAL SOLUTION". The bags containing: BIDDING DOCUMENTS; AMENDED BIDDING DOCUMENTS and REPLACEMENT BIDDING DOCUMENTS (if any); proposed alternative technical solution (if any) must be sealed. The method of sealing shall follow the bidder's own regulations. (if any) must be sealed. The method of sealing shall follow the bidder's own regulations. 20.2. The bags containing the documents must: a) State the name and address of the bidder; b) State the recipient as the name of the Procuring entity as specified in Section 21.2 of the ITT; c) State the name of the bid package as specified in Section 1.2 of the ITT; d) State the warning "do not open before the bid opening time". 20.3. The bidder shall be responsible for any consequences or disadvantages if they fail to comply with the provisions of this ITT, such as not sealing or losing the seal of the bidding documents during transit to the Procuring entity, or not correctly labeling the bags containing the bidding documents as instructed in Sections 20.1 and 20.2 of the ITT. The Procuring entity shall not be responsible for the confidentiality of the bidding documents if the bidder fails to comply with the above regulations.

21. Bid closing time	21.1. The bid closing time is the time specified in the IFB. 21.2. The bidder shall submit or send the bidding documents directly to the Procuring entity's address, but must ensure the Procuring entity receives them before the bid closing time specified in the BDS. 21.3. The Procuring entity may extend the bid closing time by amending the IFB. When extending the bid closing time, all responsibilities of the Procuring entity and the bidder under the previous bid closing time shall be changed according to the new extended bid closing time.
22. Late Bids	Bids submitted to the Procuring entity after the bid closing time will not be opened, will be invalid, and will be rejected. Any documents submitted by the bidder after the bid closing time to amend or supplement submitted Bids will be invalid, except for documents submitted by the bidder to clarify Bids as requested by the Procuring entity or documents for clarification and supplementation to prove the bidder's eligibility, capacity, and experience as stipulated in Section 28.
23. Amend, Replace, or Withdraw Bids	23.1. After submitting Bids, the bidder may amend, replace, or withdraw Bids by sending a written notice signed by the bidder's legal representative. In case of authorization, an authorization letter as stipulated in Section 19.3 of the Bidding Documents must be attached. The amendment or replacement documents must be submitted together with the corresponding notice of amendment or replacement and must satisfy the following conditions: a) Prepared and submitted by the bidder to the Procuring entity in accordance with Sections 19 and 20 of the Bidding Documents, with the envelope containing the notice clearly marked "AMENDMENT OF BID DOCUMENTS" or "REPLACEMENT OF BID DOCUMENTS". b) Received by the Procuring entity before the bid closing time as stipulated in Section 21 of the Bidding Documents. 23.2. Bids requested to be withdrawn by the bidder under Section 23.1 of the Bidding Documents will be returned to the bidder in their original state. 23.3. The bidder shall not amend or withdraw Bids after the bid closing time until the bid validity period stated in the bid

	form expires or until the extended bid validity period expires. 23.4. Withdrawal of Bids: The bidder may withdraw Bids before the bid closing time. In case of withdrawal after the bid closing time and within the bid validity period, the bidder will not be refunded the bid security, will be assessed as lacking credibility in bidding, and will not have their Bid further evaluated. 23.5. The bidder may only withdraw, amend, or resubmit Bids before the bid closing time. The Procuring entity will only accept the amendment or withdrawal of the bidder's bid if the written request is received before the bid closing time. After the bid closing time, all successfully submitted Bids will be opened for evaluation.
24. Bid Opening	24.1. The Procuring entity must conduct the bid opening and publicize the bid opening minutes within 24 hours from the bid closing time. If there is only 01 bidder submitting Bids, the Procuring entity shall consider and handle the situation in accordance with Clause 5, Article 140 of Decree No. 214/2025/ND-CP; if no bidder submits Bids, the Procuring entity shall consider and handle the situation in accordance with Clause 4, Article 140 of Decree No. 214/2025/ND-CP. 24.2. Except for late Bids as stipulated in Section 22 of the Bidding Documents and Bids that the bidder requests to withdraw as stipulated in Section 23.4 of the Bidding Documents, the Procuring entity must publicly open and read out the information according to Section 24.4 of the Bidding Documents for all Bids received before the bid closing time. The bid opening must be conducted publicly at the time and place stipulated in the BDS in the presence of representatives of participating bidders and representatives of relevant agencies and organizations (if any). The bid opening does not depend on the presence or absence of representatives of bidders attending the bid. Only Bids opened and read during the bid opening ceremony will be further considered and evaluated. 24.3. In case the bidder requests to withdraw or replace Bids, first The Procuring entity shall open and clearly read aloud the information in the external notification envelope marked "WITHDRAWAL OF BID", the bidder's bid envelope with a withdrawal request shall remain sealed and be returned to the bidder in its original condition. The Procuring entity shall not accept the bidder's withdrawal of the bid and shall still open the corresponding bid if the "WITHDRAWAL OF

BID" notification is not accompanied by documents proving that the signatory is the legal representative of the bidder and must be disclosed at the bid opening ceremony.

Next, the Procuring entity shall open and clearly read aloud the information in the external notification envelope marked "REPLACEMENT BID DOCUMENT" and BID. This replacement shall be substituted for the replaced bid. The replaced bid shall not be opened and shall be returned to the bidder in its original condition. The Procuring entity shall not accept the bidder replacing BID if the replacement notification BID is not accompanied by documents proving that the signatory is the legal representative of the bidder and must be disclosed at the bid opening ceremony.

For envelopes containing notification documents "AMENDMENT BID DOCUMENT", the accompanying notification document shall be opened and clearly read aloud along with the corresponding amended bids. The Procuring entity shall not accept the bidder amending BID if the amendment notification BID is not accompanied by documents proving that the signatory is the legal representative of the bidder. Only BIDS opened and read at the bid opening ceremony shall be further considered and evaluated.

24.4. The bid opening shall be conducted for each BID in alphabetical order of the bidder's name and in the following sequence:

- a) KSeal check;
- b) Opening of the original BID, BID amendment (if any) or BID replacement (if any) and clearly reading aloud the following information: bidder's name, number of original and copy sets, bid price in the bid form and price summary table, percentage (%) discount (if any), validity period of the BID, contract implementation period, bid security amount, bid security validity period, and other information deemed necessary by the Procuring entity.
- c) The Procuring entity's representative shall sign and confirm the original bid form, bid security, power of attorney of the bidder's legal representative (if any), joint venture agreement (if any), and the important contents of each BID. The Procuring entity shall not reject any BID at the bid opening, except for late bids as stipulated in Section 22 of the BDMT.

	Only BIDS opened and read at the bid opening ceremony shall be further considered and evaluated. 24.5. The Procuring entity shall prepare minutes of the BID opening, which shall include the information specified in Section 24.3 BDMT and Section 24.4 BDMT. Representatives of bidders attending the BID opening ceremony shall be requested to sign the minutes. The absence of a bidder's signature on the minutes shall not invalidate the minutes. The minutes of the BID opening shall be sent to all participating bidders.
25. Evaluation of Bids	25.1. The bid evaluation committee shall apply the evaluation method stipulated in the BDS to evaluate bids. 25.2. Bid Evaluation Process as follows: a) Step 1: Checking and evaluating the validity of Bid Documents - The checking and evaluation of the validity of Bid Documents is carried out according to the provisions in Section 1, Chapter III – Evaluation Criteria for Bid Documents; - Bid evaluation committee evaluates based on the bidder's commitments in the bid submission for the following contents: + Bidder's eligibility; + Within 03 years before the bid closing date, the bidder must not have personnel (who signed labor contracts with the bidder at the time the personnel committed the violation) convicted by a Court for violating bidding regulations, causing serious consequences according to criminal law, for the purpose of awarding the bid to that bidder. + The bidder is not in a period of being banned from participating in bidding activities If the bid evaluation committee discovers that the bidder has made dishonest commitments leading to incorrect selection results, the bidder will be considered to have committed bid rigging. - The bid evaluation committee evaluates the validity of the bid security, the joint venture agreement (in case of joint venture). - Bidders with valid Bid Documents will be considered for further evaluation of their qualifications and experience.

	b) Step 2: Evaluation of qualification and experience. - The evaluation of qualification and experience is carried out according to the evaluation criteria specified in Section 2, Chapter III – Evaluation Criteria for Bid Documents. - For the evaluation of similar contracts and goods production capacity, the bid evaluation committee shall base its assessment on the information declared by the bidder in the Bid Documents and the attached documents. In case of inconsistency between the declared information in the Bid Documents and the supporting documents, the Procuring entity shall request the bidder to clarify the Bid Documents. In case the declared information and attached documents in the Bid Documents do not meet the requirements of the Bidding Documents, the Procuring entity shall request the bidder to clarify and supplement contracts, or other goods production capacity to meet the requirements of the Bidding Documents within a reasonable period, but not less than 03 working days. If the bidder does not have contracts or goods production capacity that meets the requirements of the Bidding Documents, the bidder shall be disqualified. - For the evaluation of key personnel, the bid evaluation committee shall assess based on the information declared by the bidder. If the key personnel declared by the bidder in the Bid Documents do not meet the requirements of the Bidding Documents, the Procuring entity shall allow the bidder to clarify, change, or supplement key personnel to meet the requirements of the Bidding Documents within a reasonable period, but not less than 03 working days. If the bidder does not have replacement personnel meeting the requirements of the Bidding Documents, the bidder shall be disqualified. In all cases, if the bidder declares personnel dishonestly, the bidder shall not be allowed to replace personnel, and the bidder's Bid Documents shall be disqualified.. - Bidders evaluated as compliant in terms of qualification and experience will proceed to the technical evaluation. c) Step 3: Technical evaluation as stipulated in Section 3, Chapter III. Bidders evaluated as technically compliant will proceed to financial evaluation. d) Step 4: Financial evaluation as stipulated in Section 4, Chapter III, and carried out according to the provisions in BDS;
26.	Bidder
	26.1. Comparison of Bid Documents:

Ranking	To determine the first-ranked Bid Document, the bid evaluation committee will compare the lowest evaluated price of all Bid Documents that basically meet the Bidding Documents. The comparison is based on: - CIF price for imported goods plus transportation and insurance costs to the project site and related service costs; - Cost of goods (excluding import duties, fees, charges, special consumption tax (if any), VAT, plus shipping and insurance costs to the project site and related service costs for goods already imported and offered for sale in Vietnam; - EXW price plus shipping and insurance costs to the project site for goods manufactured or processed in Vietnam and related service costs. - Value of factors normalized for the entire lifecycle of the goods. Bid price when comparing ranking Bids, excluding: - Import duties, fees, charges, special consumption tax (if any), VAT for goods to be imported under CIF terms; - Special consumption tax (if any), VAT for goods manufactured or processed in Vietnam; - Import duties, fees, charges, special consumption tax (if any), VAT for goods already imported and offered for sale in Vietnam. 26.2. After the financial evaluation, the bidder ranking shall be conducted in accordance with BDS. If only one bidder passes the financial evaluation, no ranking is required. The first-ranked bidder shall be invited for contract negotiation in accordance with Section 34 of the Bidding Documents. A bidder invited for contract negotiation who fails to proceed or refuses to negotiate the contract within 10 days from the date of receiving the invitation for negotiation, or has negotiated the contract but refuses or fails to sign the negotiation minutes, except for force majeure or negotiation that does not meet the requirements of the Bidding Documents, shall be invited for contract negotiation without re-ranking.
27. Confidentiality	27.1. Information relating to the evaluation of Bids and the recommendation for contract award shall be kept confidential and shall not be disclosed to bidders or any person not officially concerned with the selection process until the results of the selection are made public. In any case,

	information in a bidder's Bid shall not be disclosed to another bidder, except for information made public in the bid opening minutes. 27.2. Except for clarification of Bids (if necessary) and contract negotiation, bidders shall not contact the Procuring entity or members of the bid evaluation committee on matters relating to their Bids and other matters related to the package during the period from bid opening until the results of the selection are made public.
28. Clarification of Bids	28.1. After bid opening, the bidder is responsible for clarifying its Bid as requested by the Procuring entity, including eligibility, capacity, experience, tax declaration and payment obligations, and documents on specific personnel proposed in the bidder's Bid. For matters of eligibility, clarification must ensure the principle of not changing the nature of the participating bidder. For matters of Bid validity (excluding eligibility), technical and financial proposals, clarification must ensure the principle of not changing the basic content of the submitted Bid, and not changing the bid price (unless the bidder confirms the correction of arithmetic errors in its Bid performed by the Procuring entity during the Bid evaluation process) 28.2. During the evaluation process, all clarification requests from the Procuring entity and responses from the bidder must be in writing. The bidder must notify the Procuring entity of receipt of the clarification request by one of the following methods: direct delivery, postal service, fax, or e-mail. 28.3. Clarification of the Bid Submission (BID) shall only be conducted between the Procuring entity and the bidder whose Bid Submission requires clarification. For clarification, contents that directly affect the evaluation of eligibility, capacity, experience, and technical and financial requirements, if the bidder fails to clarify or clarifies but does not meet the Procuring entity's clarification requirements by the deadline, the Procuring entity will evaluate the bidder's Bid Submission based on the Bid Submission submitted before the bid closing time. The Procuring entity must reserve a reasonable period of time for the bidder, but not less than 03 working days, for the bidder to perform the clarification of the Bid Submission.

	28.4. Within the period specified in BDS, if the bidder discovers that the Bid Submission lacks documents proving eligibility, similar contracts, tax declaration and payment obligations, or documents on specific personnel proposed in the Bid Submission, the bidder is permitted to submit documents to the Procuring entity for clarification. The Procuring entity is responsible for receiving the bidder's clarification documents for review and evaluation; supplementary and clarification documents are part of the Bid Submission. The Procuring entity must notify the bidder in writing of the receipt of the bidder's clarification documents by one of the following methods: direct delivery, postal mail, fax, or e-mail. 28.5. In case of inconsistency in the content of the Bid Submission or unclear content, the Procuring entity shall request the bidder to clarify on the basis of compliance with the provisions in ITB 28.1 of the General Conditions of Contract (GCC). 28.6. In case of doubt regarding the authenticity of the documents provided by the bidder, the Procuring entity may verify with the organizations or individuals related to the content of the documents. 28.7. In case the Invitation for Bids (BDMT) requires a commitment, provisional warranty, maintenance, upkeep, or repair contract, and the Bid Submission does not attach these documents, the Procuring entity shall request the bidder to clarify the Bid Submission and supplement the documents within an appropriate period, but not less than 03 working days, as a basis for evaluating the Bid Submission.
29. Deviations, Conditional Clauses, and Omissions	29.1. A “deviation” is a difference from the requirements stated in the Invitation for Bids (BDMT); 29.2. A “conditional clause” is the imposition of conditions that limit or express a complete non-acceptance of the requirements stated in the Invitation for Bids (BDMT); 29.3. An “omission” is the bidder's failure to provide all or part of the information or documents required by the Invitation for Bids (BDMT).
30. Determination	30.1. The Bid evaluation committee shall determine the responsiveness of the Bid Submission based on the content

of Bid Submission Responsiveness	of the Bid Submission in accordance with ITB 10. 30.2. A substantially responsive Bid Submission meets the requirements stated in the BDMT without any substantial deviations, conditional clauses, or omissions. A substantial deviation, conditional clause, or omission means any point in the Bid Submission that: a) If accepted, it would significantly affect the scope, quality, or usability of the goods or services in question; significantly restrict and be inconsistent with the BDMT regarding the Procuring entity's rights or the Bidder's obligations under the contract; b) If revised, it would unfairly affect the competitive position of other bidders whose bids essentially meet the requirements of the BDMT. 30.3. The Bid evaluation committee shall examine the technical aspects of the Bid Submission in accordance with ITB 15 and ITB 16 to confirm that all requirements stipulated in the BDMT have been met and that the Bid Submission contains no substantial deviations, conditional clauses, or omissions. ITB 16 affirming that all requirements stipulated in the BDMT have been met and the BID has no deviations, conditions, or omissions of essential contents. 30.4. If a Bid Submission is not substantially responsive to the requirements stated in the BDMT, it shall be rejected; substantial deviations, conditional clauses, or omissions in a Bid Submission shall not be permitted to be amended to make the Bid Submission substantially responsive to the BDMT.
31. Nonmaterial nonconformities	31.1. Provided that the Bid Submission Documents (BID) basically meet the requirements stated in the Bidding Documents (BDMT), the Procuring entity and the bid evaluation committee may accept errors that are not deviations, conditions, or omissions of basic content in the Bid Submission Documents. 31.2. Provided that the Bid Submission Documents (BID) basically meet the requirements stated in the Bidding Documents (BDMT), the Procuring entity may request the bidder to provide necessary information or documents within a reasonable period to correct any non-conformities or minor errors in the Bid Submission Documents related to

	documentation requirements. The request for information and documents to rectify these errors must not relate to any element of the bid price. The bidder's Bid Submission Documents shall be disqualified if they fail to meet this requirement of the Procuring entity. 31.3. Provided that the Bid Submission Documents (BID) basically meet the requirements stated in the Bidding Documents (BDMT), the Procuring entity and the bid evaluation committee shall correct minor and quantifiable errors related to the bid price; the bid price shall be adjusted to reflect the cost of missing items or items not meeting requirements; this adjustment is solely for the purpose of comparing Bid Submission Documents.
32. Sub-bidder	32.1. A Sub-bidder is an organization or individual that enters into a contract with the bidder to perform related services. 32.2. Requirements for Sub-bidders are stated in BDS. 32.3. In case related services are required as stipulated in Form No. 01B, Chapter IV, the Procuring entity may permit the bidder to use Sub-bidders. The declaration of Sub-bidder usage shall be made according to Form No. 09A, Chapter IV. 32.4. The use of Sub-bidders shall not alter the bidder's responsibilities. The bidder shall be responsible for the scope, quality, progress, and other responsibilities for the work performed by the Sub-bidder. The qualification and experience of the Sub-bidder shall not be considered when evaluating the bidder's Bid Submission Documents. The bidder itself must meet the qualification and experience criteria (without considering the Sub-bidder's qualifications and experience). 32.5. The bidder may enter into contracts with Sub-bidders listed in the Bid Submission Documents or with Sub-bidders approved by the Procuring entity to participate in providing related services. 32.6. A bidder engaging in bid transfer as stipulated in Clause 8, Article 16 of the Bidding Law shall be handled in accordance with Point b, Clause 1, Article 133 of Decree No. 214/2025/ND-CP. 32.7. The bidder is not permitted to use a Sub-bidder who is involved in providing consulting services for the package the bidder has won, and these consulting services include:

	valuation; contract implementation supervision, inspection; preparation and appraisal of Qualification Documents (HSMST), Bidding Documents (BDMT); evaluation of Pre-qualification Documents (HSDST), Bid Submission Documents (BID); appraisal of pre-qualification results (if any), bidder selection results; project management consulting, contract management, other consulting services where these consulting services have work directly related to the package..
33. Error Correction and Clarification of Deviations	33.1. Error correction is the process of rectifying mistakes in the bid documents, including arithmetic errors and other errors, conducted according to the following principles: a) Arithmetic errors include mistakes made in inaccurate addition, subtraction, multiplication, or division when calculating the bid price. For fixed-unit price contracts, adjusted-unit price contracts, time-based contracts, cost-plus-fee contracts, output-based contracts, percentage-based contracts, in case of inconsistency between the unit price and the total amount, the unit price shall be the basis for error correction; if the unit price is found to have an abnormal discrepancy due to a decimal error (10 times, 100 times, 1,000 times), the total amount shall be the basis for error correction.; b) In case the total value of items is incorrect due to errors in adding or subtracting item values, the values of the items shall be the basis for error correction.; c) In case of inconsistency between the bid price written in figures and the bid price written in words, the bid price written in words shall be the basis for error correction; in case the bid price written in words has arithmetic errors (arithmetic errors occurred during the formation of the bid price), the price written in figures shall be the basis for correction after verification (if any) according to Clauses 33.1(a) and 33.1(b) of the Bidding Documents; d) If the total amount column is fully filled but there is no corresponding unit price, the unit price shall be determined by dividing the total amount by the quantity; if there is a unit price but the total amount column is left blank, the value of the total amount column shall be determined by multiplying the quantity by the unit price; if an item has a unit price and

a total amount but the quantity is left blank, the blank quantity shall be determined by dividing the value in the total amount column by the unit price of that item. If the quantity determined in the above manner differs from the quantity stated in the Bidding Documents (BDMT), such difference shall be considered a deviation in the scope of supply and shall be corrected in the deviation correction step. according to Clause 33.2;

d) Error in unit of measure: correct to comply with the requirements of the Bidding Documents (BDMT);

e) In case the bidder offers a discount, the correction shall be made on the basis of the bid price before deducting the discount amount;

g) After error correction, the Procuring entity shall notify the bidder in writing about the error correction for the bidder's Bid Submission (BID). Within 03 working days from the date of receiving the notification from the Procuring entity, the bidder must provide written notification to the Procuring entity regarding the acceptance of the error correction results according to the notification from the Procuring entity. If the bidder does not accept the error correction results according to the notification from the Procuring entity, the bidder's Bid Submission (BID) shall be rejected, unless the error correction by the Procuring entity is inappropriate or inaccurate.

33.2. Deviation Correction:

Provided that the Bid Submission (BID) basically meets the requirements stated in the Bidding Documents (BDMT), the Procuring entity shall proceed to correct non-basic deviations as follows:

a) Deviations in the scope of supply:

- If the bidder lists goods or work items as required in the Bidding Documents (BDMT) but does not state the bid unit price and the total amount for one or more goods or work items, it shall be considered an omission and shall be corrected according to the provisions in ITB 33.2(b) for the purpose of comparing bids and ranking bidders;

- Work items stated in the Bidding Documents (BDMT) but not listed in the bidder's bid summary shall be considered as

omitted in the Bid Submission (BID) and shall be corrected according to the provisions in ITB 33.2(b) for the purpose of comparing bids and ranking bidders. If the bidder's bid submission has omissions after correction according to Clause 33.2(b) and is still ranked first, and the bidder's bid submission does not have a unit price for the omitted part, the proposed winning unit price for the omitted part shall be taken in order of priority: the corresponding lowest unit price among the bids that have passed the technical evaluation, the unit price in the project estimate, the unit price forming the package price (if there is no project estimate). If the bidder's bid submission has omissions after correction according to Clause 33.2 (b) is still ranked first and the bidder's bid submission does not have a unit price for the omitted part, the proposed winning unit price for the omitted part shall be taken in order of priority: the corresponding lowest unit price among the bids that have passed the technical evaluation, the unit price in the project estimate, the unit price forming the package price (in case there is no project estimate)..

b) Correction of excess or omitted deviations in the scope of supply:

If the bidder's Bid Submission (BID) omits one or more items stated in ITB Clause 33.2(a) and does not have unit prices for these items, the highest bid unit price for such items among other Bid Submissions (BID) that have passed the technical evaluation shall be used as the basis for deviation correction; if there are no unit prices in the Bid Submissions (BID) of bidders that have passed the technical evaluation, the unit price in the estimate shall be used as the basis for deviation correction; if there is no project estimate, the unit price forming the package price shall be used as the basis for deviation correction to compare bids and rank bidders. The correction of omissions is solely for the purpose of comparing bids and ranking bidders.

In case the bidder's bid proposal offers excess quantities, the value of the excess offered items will be deducted according to the corresponding unit prices in the bid proposal.

c) In case the bidder offers a discount, the adjustment of discrepancies shall be made on the basis of the bid price before deducting the discount value. The percentage of

	shortage discrepancy shall be determined based on the bid price stated in the bid submission form (excluding the discount value); d) Bid proposals shall be adjusted for non-fundamental discrepancies regarding short-offered quantities, items, or non-compliance with technical requirements; đ) After adjusting discrepancies, The Procuring entity shall notify the bidder in writing about the discrepancy adjustment for the bidder's bid proposal. Within 03 working days from the date of receiving the notification from The Procuring entity, the bidder shall provide written notification to The Procuring entity regarding the acceptance of the discrepancy adjustment results according to the notification from The Procuring entity. In case the bidder does not accept the discrepancy adjustment results according to the notification from The Procuring entity, the bidder's bid proposal shall be rejected, unless the discrepancy adjustment by The Procuring entity is inappropriate or inaccurate.
34. Incentives in bidder selection	34.1. Principles of incentives: a) A bidder participating in a bid who is eligible for more than one type of incentive in the evaluation of qualification and experience or in the financial evaluation shall only receive the most beneficial incentive for the bidder corresponding to each aspect of the qualification and experience evaluation or financial evaluation. b) In cases where all participating bidders are equally eligible for incentives or all bidders are not eligible for incentives, no incentives need to be calculated for comparison and ranking. c) Bidders must prove that they, their goods, or services offered are eligible for incentives as stipulated in Clause 1, Article 10 of the Bidding Law. d) A bidder shall be eligible for incentives when supplying goods whose domestic production cost accounts for 30% or more. 34.2. For goods specified in point i, Clause 1, Article 10 of the Bidding Law, the determination of eligible goods shall be carried out in accordance with the laws governing the sector or field, not according to the provisions in Section 34.3 of the Bidding Document;

34.3. Incentive calculation shall be performed during the bid proposal evaluation process for comparison and ranking of bid proposals:

Goods shall only be eligible for incentives when the bidder proves that the domestic production cost of such goods accounts for 30% or more of the goods' price. The determination of goods produced in Vietnam may apply the direct or indirect formula as follows:

Direct formula: $D (\%) = G^*/G \times 100\%$

Indirect formula: $D (\%) = (G - C)/G \times 100\%$

Where:

G*: Is the domestic production cost

G: Is the offered price of the goods in the bid proposal excluding taxes; for bidders who are manufacturers, G is the ex-factory price (EXW price) of the goods

C: Is the value of imported costs, excluding taxes and fees related to import

D: Is the percentage of domestic production cost of the goods. If $D \geq 30\%$, the goods are eligible for incentives as stipulated in Articles 6, 7, 8, 9, 10, and 11 of Decree No. 214/2025/ND-CP.

34.4. Incentive calculation shall be performed according to the provisions in **BDS**.

34.5. Bidders must declare information about eligible goods according to Form No. 15A and 15B or 15C of Chapter IV to serve as a basis for consideration and evaluation of incentives. If the bidder fails to declare, their goods shall be considered ineligible for incentives. In cases where the bidder has declared incentives according to Form No. 15A and 15B or 15C of Chapter IV but if supporting documents are not attached, the Procuring entity requests the bidder to clarify the bid submission, supplement documents for consideration and evaluation of preferences. In cases where bidders offer goods with the same code (if any), manufacturer, year of manufacture, and Vietnamese origin, but some bidders declare this good as eligible for preference while others do not, the Procuring entity shall decide to allow bidders who did not declare preference to clarify, to form a basis for evaluating preference for these goods.

34.6. If the goods offered by all bidders are not eligible for preference, the evaluation and determination of the

	preference value shall not be carried out. 34.7. The bidder must attach documents to prove that the goods offered by the bidder are eligible for preference. 34.8. Other preferences as stipulated in BDS.
35. Contract negotiation	35.1. Contract negotiation shall be carried out in accordance with the provisions in BDS; 35.2. In cases where contract negotiation is applied, it must be based on the following grounds: a) Bid evaluation report; b) Bid submission and any clarification documents (if any) from the bidder; c) Bidding documents including general conditions, Particular Conditions of the contract, and any clarification or amendment documents for the bidding documents (if any). 35.3. Principles of contract negotiation: a) No negotiation shall be conducted on matters where the bidder's bid conforms to the requirements of the bidding documents. b) The unit price determined during the financial evaluation phase shall not be changed, unless the package applies a technique-based method. 35.4. Content of contract negotiation: a) Matters that are not sufficiently detailed, unclear, or inconsistent between the bidding documents and the bid submission, or between different parts of the bid submission, which may lead to claims, disputes, or affect the responsibilities of the parties during contract execution; b) Bidder's proposed changes or alternative technical solutions if the bidding documents permit the bidder to offer alternative technical solutions as per Section 12.1 of the General Conditions of Contract (GCC); c) Negotiation on key personnel: During negotiation, the bidder shall not change key personnel (personnel proposed in the bid submission or personnel who have been replaced once as stipulated in Clause 2, Article 29 of Decree No. 214/2025/ND-CP), unless the bid evaluation period extends longer than the estimated time in the bidder selection plan or due to force majeure, the key personnel

proposed by the bidder cannot participate in contract execution. In such cases, the bidder is entitled to replace them with other personnel, but must ensure that the proposed replacement personnel have equivalent or higher qualifications, experience, and capacity than the originally proposed personnel, and the bidder shall not change the bid price.;

d) Negotiation on issues arising during the bidder selection process (if any) with the aim of finalizing the detailed contents of the package;

đ) Negotiation on minor errors as stipulated in Section 31 of the GCC;

e) During the negotiation process, it must be clearly determined the taxes that the bidder must pay in accordance with tax laws, including: import taxes, fees, charges, special consumption tax (if any), VAT, tax payment method (bidder pays tax directly or the Procuring entity withholds an amount equivalent to the tax value to pay on behalf of the bidder in accordance with current laws), the tax payment amount, and other related matters concerning tax obligations must be specified in the contract;

g) Negotiate the price in case the proposed winning bid price exceeds the approved package price for the technical-based method as a basis for evaluating the winning bid according to Article 61 of the Bidding Law;

h) Negotiate other necessary contents.

35.5. During the contract negotiation process, the negotiating parties shall complete the draft contract document; the contract's General Conditions of Contract (GCC), contract appendices including a detailed list of the scope of supply, price table, and supply schedule.

35.6. If negotiations are unsuccessful, the Procuring entity shall consider and decide to invite the next ranked bidder for negotiation; if negotiations with the next ranked bidders are unsuccessful, the Procuring entity shall consider and decide to cancel the bid according to point a of ITB 37.1.

35.7. In case, due to objective or force majeure reasons, the bidder cannot negotiate the contract directly with the Procuring entity, the Procuring entity may consider

	negotiating online.
36. Conditions for bid evaluation and award	The bidder shall be considered and proposed for award when meeting all the following conditions: 36.1. Has a valid bid dossier as stipulated in Section 1, Chapter III. In case, at the time of bid evaluation, if the bidder is temporarily suspended or terminated from participating in the System, the Procuring entity shall require the bidder to restore their participation status to be considered for award; 36.2. Has the qualification and experience meeting the requirements stipulated in Section 2, Chapter III; 36.3. Has a technical proposal meeting the requirements stipulated in Section 3, Chapter III; 36.4. Meets the conditions stipulated in BDS; 36.5. Has a proposed winning bid price (including taxes, fees, charges (if any)) not exceeding the approved package price. In case the approved estimate for the package is lower or higher than the approved package price, this estimate shall replace the package price as the basis for bid evaluation.
37. Bid cancellation	37.1. Cases of bid cancellation include: a) All bid dossiers do not meet the requirements of the Bidding Documents; b) Changes in investment objectives or scope in the approved investment decision for the project or changes in procurement objectives or scope due to administrative unit arrangements, state organizational structure, and other force majeure cases that alter the workload or evaluation criteria stated in the Bidding Documents; due to administrative unit arrangements, state organizational structure, and other force majeure cases that alter the workload or evaluation criteria stated in the Bidding Documents; c) The Bidding Documents do not comply with the provisions of the Bidding Law or other relevant laws, leading to the selected bidder not meeting the requirements to perform the package; d) Any organization or individual other than the winning bidder commits prohibited acts stipulated in Article 16 of the Bidding Law, leading to a distortion of the bidder selection results. đ) Bid cancellation as stipulated in Clause 5, Article 42 of the Bidding Law.

	37.2. Organizations and individuals violating bidding laws leading to bid cancellation as stipulated in points c and d of ITB 37.1 shall compensate for costs to related parties and be handled according to the law. 37.3. In case of bid cancellation as stipulated in this Section, within 05 working days, the Procuring entity shall refund or release the bid security to the bidder who submitted the original bid security, except for cases where the bidder's violation leads to the bid security not being refunded as stipulated in Clause 9, Article 14 of the Bidding Law.
38. Notification of bidder selection results	38.1. The Procuring entity shall send a notification of bidder selection results to participating bidders. The content of the bidder selection result notification is as follows: a) Information about the package: - Number IFB; - Package name; - Package price or approved estimate (if any); - Procuring entity name; - Bidder selection method; - Contract type; - Bid package implementation period; b) Information about the winning bidder: - Tax identification number; - Bidder name; - Bid price; - Bid price after discount (if any); - Winning bid price; - Bid package implementation period; - Contract implementation period. c) For each type of goods and equipment in the bid package, the Procuring entity must publish the following information: - Goods name; - Capacity; - Features, technical specifications; model, brand; - Origin; - Unit price of winning bid. d) List of unsuccessful bidders and a summary of the reasons

	for non-selection for each bidder. 38.2. Within 05 working days from the date the bidder selection results are approved, the Procuring entity must send a written notification of the bidder selection results to the participating bidders by postal mail or fax. The notification of bidder selection results must include the contents specified in ITB 38.1. 38.3. In case of a request for clarification on the specific reasons for a bidder not winning the bid, the bidder shall send a request to the Procuring entity or meet the Procuring entity directly. The Procuring entity is responsible for responding to the bidder's request within 02 working days from the date of receipt of the request. 38.4. In case of bid cancellation as stipulated in point a, ITB 37.1, the document approving the bidder selection results or the decision to cancel the bid must clearly state the reasons for cancellation and the responsibilities of the relevant parties in case of cancellation. The decision to cancel the bid must be published on the National E-Procurement Network System within 05 working days from the date of signing the decision.
39. Changes in the quantity of goods and services	39.1. At the time of contract award, the Procuring entity has the right to increase or decrease the quantity of goods and services specified in Chapter IV, provided that such changes do not exceed the ratio stipulated in BDS and there are no changes in unit prices or other terms and conditions of the Bidding Documents and Bidding Documents. The percentage of increase or decrease in quantity shall not exceed 10%. 39.2. Option to purchase additional quantity: Before the contract expires, the Procuring entity and the bidder shall agree to purchase additional quantities of goods and services for the bid package beyond the quantities specified in Chapter IV, provided that the increase does not exceed the ratio stipulated in BDS and complies with the provisions of Clause 8, Article 39 of the Law on Bidding. The additional work must be similar to the work specified in the signed contract and must have a unit price. This additional quantity of goods and services shall not be used to evaluate the bidder's qualification and experience. For joint venture bidders, the division of responsibility for performing

	the additional quantity under the purchase option shall be in accordance with the work-sharing ratio specified in the signed contract, unless otherwise agreed by the parties.
40. Notification of Bid acceptance and Contract award	After the Procuring entity publishes the bidder selection results and simultaneously with the notification of bidder selection results, the Procuring entity shall send a notification of Bidding Document acceptance and contract award to the bidder by postal mail, fax, or e-mail, including the requirements for contract performance security, completion time, and contract signing as stipulated in Form No. 16 Section 4 for the winning bidder. The Letter of Acceptance and Contract Award is part of the contract documents. In case the winning bidder fails to complete, sign the contract, or submit the performance security within the time limit stated in the Letter of Acceptance and Contract Award, the bidder shall be disqualified and the bid security shall not be refunded as stipulated in Section 18.5 of the GCC. The time limit stated in the Letter of Acceptance and Contract Award shall be calculated from the date the Procuring entity sends this Letter of Acceptance to the winning bidder by mail, fax, or the bidder's e-mail.
41. Conditions for Contract Signing	41.1. At the time of contract signing, the bid of the selected bidder shall remain valid. 41.2. At the time of contract signing, the selected bidder must ensure it meets the technical and financial capacity requirements to perform the package as required by the RFP. In case the bidder is found to no longer fundamentally meet the technical and financial capacity requirements as stipulated in the RFP, the Procuring entity shall refuse to sign the contract with the bidder. The Procuring entity shall cancel the decision approving the bidder selection results, the Letter of Acceptance and Contract Award, and invite the next ranked bidder for contract negotiation (if any). 41.3. The Procuring entity must ensure the conditions for advance payment, payment, and other necessary conditions for the implementation of the package according to the schedule.
42. Performance	42.1. The selected bidder must provide performance security before or at the same time the contract becomes effective as

Security	stipulated in Section 5 of the General Conditions of Contract (GCC) in Chapter VI. If a performance guarantee is applied, the form stipulated in Section 4 or another form approved by the Procuring entity must be used. 42.2. The bidder shall not be refunded the performance security in the following cases: a) Refusal to perform the contract when it becomes effective; b) Breach of contract agreement; c) Delay in contract performance due to the bidder's fault but refusal to extend the validity of the performance security.
43. Resolution of Complaints in Bidding	43.1. For procurement packages subject to the Bidding Law a) When their legal rights and interests are affected, bidders, agencies, and organizations may lodge complaints with the Complaint Resolution Committee, the competent authority, or the Procuring entity to review issues during the bidder selection process and the bidder selection results as stipulated in Article 89 of the Bidding Law and Articles 137, 138, and 139 of Decree No. 214/2025/ND-CP. b) In case of lodging a complaint with the Procuring entity, bidders, agencies, and organizations shall submit the complaint directly on the System. In case of lodging a complaint with the Complaint Resolution Committee or the Competent Authority, bidders shall submit the complaint to the address specified in the BDS. 43.2. For bidder selection activities specified in point d, clause 7, Article 3 of the Bidding Law or bidder selection activities not falling within the scope of the Bidding Law, complaint resolution shall be carried out in accordance with the provisions of the BDS.

Chapter II. BID DATA SHEET

BDS 1.1	Name of Procuring entity: Tan Cang Maritime Services Joint Stock Company.
BDS 1.2	Package Name: Bid Package No. 3: Investment in procurement of 01 used Azimuth tugboat, with capacity from 5,000HP and above. Project Name/Procurement Budget: Investment in procurement of 01 used Azimuth tugboat, with capacity from 5,000HP and above.
BDS 3	Source of Funds: 55% company equity and 45% commercial bank loans
BDS 5.1 (d)	Competition in bidding shall be ensured as follows: - Bidders participating in the bid shall not hold shares or capital contributions exceeding 30% with: + Tan Cang Maritime Services Joint Stock Company. Address: 1295B Nguyen Thi Dinh Street, Cat Lai Ward, Ho Chi Minh City, Vietnam. + In case the bidder, Cthe Procuring entity is a parent company, subsidiary, member company within a state economic group, state general corporation, bidder is allowed to participate in the bid package of the Procuring entity if the products or services of that bid package belong to the main production or business sector of the state economic group, state general corporation. + In case the bidder is a public non-business unit, the bidder participating in the bid is not under the same directly managing agency or organization as the Procuring entity, except for the case where bidder is a public non-business unit belonging to a state management agency with functions and duties assigned in accordance with the nature of the bid package of that state management agency; public non-business units under the same directly managing agency. + Public non-business units and enterprises under the same directly managing agency, contributing capital when participating in bidding for each other's bid packages are not required to meet the provisions of legal independence and financial independence between the bidder and the Procuring entity. - The bidder participating in the bid does not have shares or capital contributions with consulting bidders; does not jointly hold shares or capital contributions of over 20% from another organization or individual with each party, specifically as follows: + Consulting for preparing the Bidding Documents and evaluating

	Bids: Intelligent Property DVL South Joint Stock Company. Address: No. 10, 3/2 Street, Hoa Hung Ward, Ho Chi Minh City, Vietnam. + Consulting for appraisal of Bidding Documents and bidder selection results: Vietnam Maritime Science Technology And Construction Joint Stock Company. Address: NT 4.24 Vinhomes Marina, An Bien Ward, Hai Phong City, Vietnam. The bidder participating in the bid does not belong to the same agency or organization directly managing the consulting bidder (mentioned above)¹. The proportion of shares and capital contributions between parties is determined at the time of bid closing and according to the ratio stated in the business registration certificate, establishment decision, or other equivalent documents. In case the bidder participates in the bid as a joint venture or the selected consulting bidder is a joint venture, the proportion of Procuring entityship by other organizations and individuals in the joint venture shall be determined by the following formula: $\text{Tỷ lệ sở hữu vốn} = \sum_{i=1}^n X_i \times Y_i$ Where: X_i: Proportion of Procuring entityship by other organizations and individuals in the i-th joint venture member; Y_i: Percentage (%) of work volume of the i-th joint venture member in the joint venture agreement; n: Number of participating members in the joint venture. - Domestic bidders falling under the case specified in point g, clause 1, Article 10 of the Bidding Law when bidding for products manufactured by that bidder are not required to meet the competition assurance provisions specified in this Section.
BDS 7.5	Pre-bid Meeting: Not applicable.
BDS 8	Cost of submitting Bids: Free of charge
BDS 9	Bids, as well as all correspondence and documents relating to the Bids, shall be written in English or Vietnamese. Supporting documents and materials in the Bids may be written in another language, accompanied by a translation into English. In the event of a missing translation, the Procuring entity may, if necessary,

¹ Evaluate this content only for contractors that are public service units.

	request that the bidder submit a supplement. In case the bidder submits Bids in both languages, if there is any discrepancy between the Vietnamese version and the English version, the English version shall be the basis
BDS 10.8	The bidder must submit along with the Bid the following documents: 1) Documents proving the eligibility of the bidder: - Business registration certificate, Business license issued according to the law of the country where the bidder registers operations or other legally valid documents of equivalent value. - Documents proving the eligibility of the authorized person representing the bank to sign the bid guarantee letter for bid (if authorized). - Foreign bidders must form a joint venture with a domestic bidder or use a domestic Sub-bidder. Except in cases where there are no domestic bidders interested in performing one or more work items of the package, foreign bidders are not required to form a joint venture or use a domestic Sub-bidder. 2) Documents proving experience and capacity: a) Documents proving the fulfillment of tax declaration and payment obligations for the most recent fiscal year, such as: Tax declaration form (or payment notice from the tax authority for household businesses) and confirmation from the tax authority regarding tax obligations/Payment slip confirmed by the tax authority. b) Financial statements for the 03 most recent fiscal years prior to the bid closing date of the bidder meeting the requirements specified in Form No. 08, Chapter IV. c) Proof of goods supply capacity: Documents regarding similar contracts: Contract; acceptance/liquidation minutes; VAT invoices...; d) Proof of Goods Production Capacity: Documents proving production lines, workshops, capacity, documents proving output: contracts, sales invoices, etc.; 3) Documents proving the conformity of the goods, including: - Detailed list of goods conforming to the requirements stated in Chapter V with full characteristics, technical specifications, and quality standards (origin, brand, model, label,

	manufacturer/producer/supplier, distributor). - Have a Catalogue or technical documents from the manufacturer (brand) or authorized sales agent, or other documents of equivalent value to prove that the bidded goods meet the technical requirements of the BDMT; Catalogues and technical documents used in English or Vietnamese; If these documents are in another foreign language, a translation must be attached into English and the bidder is responsible for the accuracy of the translation. The translation can be the entire document or a summary, but it must prove that the goods fully meet all requirements in Chapter V of the BDMT). If the catalogue does not contain complete specifications as required by the BDMT , the bidder must have a confirmation of technical specifications from the manufacturer (brand) or authorized sales agent, or other documents of equivalent value to prove it. For installation accessories, this is not required. . 4) Other documents as required by the BDMT (if any).
BDS 12.1	The bidder is not allowed to submit alternative technical proposals.
BDS 13.4	Quotation: According to Form No. 11, 12, 13 Chapter IV.
BDS 13.5	Incoterms Edition: according to Incoterms 2020 regulations
BDS 13.6 (a3)	Project Location: Tan Cang Maritime Services Joint Stock Company. Address: 1295B Nguyen Thi Dinh, Cat Lai Ward, Ho Chi Minh City, Vietnam.
BDS 13.6 (b1)	Destination for CIF price: Port Cat Lai Port, Cat Lai Ward, Ho Chi Minh City, Vietnam.
BDS 14.1	The bidding currency and payment currency are: - The bidding currency is: US Dollar (USD), Vietnam Dong (VND). For a specific work item, the bidder shall only bid in one currency. In case VND is among those currencies, it must be converted to VND. The bidder must prove the content of work using foreign currency, accompanied by a detailed list of work items and corresponding foreign currency values, ensuring the principle that a specific work item is bid in one currency; domestic costs must be bid in VND, and overseas costs related to the bid package must be bid in foreign currency.

	- The payment currency for work items must correspond to the bidding currency for that work item. Domestic costs shall only be paid in VND. - The currency used to convert all bid prices from various currencies into a single currency (conversion currency) for the purpose of evaluating and comparing bids is: VND at the selling exchange rate announced by Joint Stock Commercial Bank for Foreign Trade of Vietnam (Vietcombank) on the date 28 days prior to the bid closing time.
BDS 15.10	Expected service life of goods (for requesting spare parts and components): Not required
BDS 16.2	Requirements for documents to prove the bidder's capacity to perform the contract: No requirement for sales license, sales authorization from the manufacturer or distributor, partnership certificate, technical support and warranty commitment from the manufacturer or distributor, or other equivalent documents.
BDS 17.1	The bid validity period is: ≥ 150 days, from the bid closing date.
BDS 18.2	Bid security content: - Bid security value: 4,500,000,000 VND, equivalent to 172,414 USD For bidders listed in the list of bidders with acts specified in Clause 1, Article 20 of Decree No. 214/2025/ND-CP and posted on the National E-Procurement System, they must provide bid security with a value three times the required value mentioned above for a period of 02 years from the last time these acts were committed. In case of a joint venture, a member of the joint venture committing acts specified in Clause 1, Article 20 of Decree No. 214/2025/ND-CP mentioned above must provide bid security with a value three times the bid security value corresponding to the proportion of work that member undertakes in the joint venture for a period of 02 years from the last time this act was committed. - Validity period of bid security: 180 days, from the bid closing date
BDS 18.4	Time for refund or release of bid security for unsuccessful bidders: 14 days, from the date the bidder selection results are approved

BDS 19.1	- Number of bid copies is: 02 copies. Photocopies must be identical, and the outside of each envelope must clearly state "Original" and "Copy", and 01 USB drive for storage, sealed and signed by the bidder.. (USB drive for lookup and storage by the Procuring entity) - In case of amending or replacing the bid, or proposing an alternative technical solution (if any), the bidder must submit the original and a number of copies of the amended/replaced documents, and alternative technical solution (if any) with the same quantity as the number of bid copies.
BDS 21.2	Address of the Procuring entity (to be used for receiving bids): Tan Cang Maritime Services Joint Stock Company. + Address: 1295B Nguyen Thi Dinh, Cat Lai Ward, Ho Chi Minh City, Vietnam. + Phone: (+84) 283.742.5351 + E-mail: thutth@saigonnewport.com.vn
BDS 24.2	The deadline for bid submission is: The time specified in the Invitation to Bid published on the National Bidding Network System at the bid opening location at the following address: Tan Cang Maritime Services Joint Stock Company - Address: 1295B Nguyen Thi Dinh, Cat Lai Ward, Ho Chi Minh City, Vietnam.
BDS 25.1	The bid evaluation method is: - Evaluation of qualification and experience: Pass/Fail. - Technical evaluation: Pass/Fail - Financial evaluation: Price method evaluation
BDS 25.2 (d)	Implementation method: The comparison and ranking of bids shall be determined based on the bid price excluding taxes, fees, charges related to import, special consumption tax (if any), VAT.
BDS 26.2	Bidder ranking: the bidder with the lowest evaluated price shall be ranked first
BDS 28.4	The period for bidders to self-submit documents for clarification to the Procuring entity is 05 working days from the bid closing time.
BDS 32.2	Maximum value for Sub-bidders: 30% of the bidder's bid price

BDS 34.4

Calculation of preference:

a) Preference for goods of Vietnamese origin with a domestic production cost ratio of less than 50% and no goods with a domestic production cost of 50% or more is determined as follows:

Goods not eligible for preference must have an additional amount equal to 7.5% of the bid price minus the discount value (if any) of those goods added to the bidder's evaluated price for comparison and ranking.

For cases where the bidder offers goods of Vietnamese origin with a domestic production cost ratio of less than 50% and the production facility has 50% or more of its labor force as disabled persons, war invalids, ethnic minorities with labor contracts for a term of 03 months or more, and the contract is still valid as of the bid closing date, a preference coefficient of 10% shall be applied instead of the 7.5% preference coefficient.

b) Preference for goods of Vietnamese origin with a domestic production cost ratio of 50% or more is determined as follows:

- Goods not eligible for preference must have an additional amount equal to 10% of the bid price minus the discount value (if any) of those goods added to the bidder's evaluated price for comparison and ranking; goods eligible for preference with a domestic production cost ratio of less than 50% must have an additional amount equal to 2.5% of the bid price minus the discount value (if any) of those goods added to the bidder's evaluated price for comparison and ranking; goods of Vietnamese origin with a domestic production cost ratio of less than 50% where the production facility has 50% or more of its labor force as disabled persons, war invalids, ethnic minorities with labor contracts for a term of 03 months or more, and the contract is still valid as of the bid closing date, shall not have any additional amount added to the bidder's evaluated price for comparison and ranking.

For cases where the bidder offers goods of Vietnamese origin with a domestic production cost ratio of 50% or more and the production facility has 50% or more of its labor force as disabled persons, war invalids, ethnic minorities with labor contracts for a term of 03 months or more, and the contract is still valid as of the bid closing date, a preference coefficient of 12% shall be applied instead of the 10% preference coefficient.

c) Preference for innovative products of Vietnamese origin, products specified in point i, clause 1, Article 10 of the Bidding Law as follows:

- Goods not eligible for preferential treatment must have an amount equal to 15% of the bid price minus the discount value (if any) of such goods added to the bidder's evaluated price for comparison and ranking; goods eligible for preferential treatment with a domestic production cost ratio of less than 50% must have an amount equal to 7.5% of the bid price minus the discount value (if any) of such goods added to the bidder's evaluated price for comparison and ranking; goods eligible for preferential treatment with a domestic production cost ratio of 50% or more must have an amount equal to 5% of the bid price minus the discount value (if any) of such goods added to the bidder's evaluated price for comparison and ranking;

For goods that are not innovative products of Vietnamese origin, or products specified in point i, clause 1, Article 10 of the Bidding Law, in cases where the bidder bids goods of Vietnamese origin with a domestic production cost ratio of less than 50%, then when calculating preferential treatment, the coefficient of 15% is replaced by 7.5%; for goods of Vietnamese origin with a domestic production cost ratio of 50% or more, when calculating preferential treatment, the coefficient of 15% is replaced by 10%.

d) Innovative products shall be eligible for preferential treatment as stipulated in point c of this clause when meeting one of the following conditions:

- Products belonging to the list of high technologies prioritized for development or the list of high-tech products encouraged for development as decided by the Prime Minister;

- Products and goods resulting from scientific and technological tasks and innovation or, products and goods resulting from scientific and technological tasks and innovation in the country according to the provisions of law on science, technology and innovation;

- Products created based on patents, semiconductor integrated circuit layout designs, plant varieties of the bidder itself, which have been granted protection titles within a period not exceeding 05 years from the date of grant or computer programs of the bidder itself within a period not exceeding 05 years from the date of grant or computer programs of the bidder itself within a period not exceeding 05 years from the date of grant of the copyright registration certificate;

- Semiconductor chip products;

- Products awarded the Ho Chi Minh Prize, the State Prize for Science and Technology in accordance with the law on awards and commendations and the law on science, technology

	and innovation; recommendations and the law on science, technology and innovation; - New products created from research and development results at one of the facilities of the National Innovation Center or a national-level innovation center, or a provincial-level innovation center; innovation center at national level, provincial-level innovation center; - New products created from the results of scientific research and technological development in accordance with the law on technology transfer. Innovative products specified in this clause shall be eligible for preferential treatment for a period of 06 years from the first time they are produced and are eligible for market release.
BDS 34.8	- Other preferential treatments (if any): Not applicable
BDS 35.1	Contract negotiation: Applicable
BDS 36.4	Bidder with the lowest evaluated price
BDS 39.1	Maximum volume increase rate: 0% Maximum volume decrease rate: 0%
BDS 39.2	- Optional additional purchase: Not applicable
BDS 43.2	When rights and legitimate interests are affected, bidders, agencies, and organizations may make recommendations according to the following process: - Competent authority: Tan Cang Maritime Services Joint Stock Company. + Address: 1295B Nguyen Thi Dinh, Cat Lai Ward, Ho Chi Minh City, Vietnam. + E-mail: thutth@saigonnewport.com.vn - Standing department assisting the Chairman of the Board of Directors, Resolve petition: Room Business Plan, Tan Cang Maritime Services Joint Stock Company. + Address: 1295B Nguyen Thi Dinh, Cat Lai Ward, Ho Chi Minh City, Vietnam. + E-mail: hienntt1@saigonnewport.com.vn

Chapter III. BID EVALUATION CRITERIA

Section 1. Validity of BID

1. Check and evaluate the validity of BID.

1.1. Check the validity of BID:

- a) Check the number of original and copied versions of BID;
- b) Check the original components of BID, including: bid form, joint venture agreement (if any), documents proving the eligibility of the signatory of the bid form (if any), bid security, documents proving eligibility, documents proving qualification and experience, technical proposal, financial proposal and other components of the BID as stipulated in ITB 10;
- c) Check the consistency of content between the original and copied versions to serve the detailed evaluation process of the BID;

1.2. Evaluate the validity of BID:

BID of the bidder shall be considered valid when it fully meets the following contents:

- a) Has the original BID;
- b) Has a bid form signed and sealed (if any) by the legal representative of the bidder as required by the bidding documents; the signing date of the bid form must be after the issuance date of the bidding documents; does not propose different bid prices or include conditions detrimental to the Procuring entity; the signing date of the bid form must be consistent with the bidder selection period. For joint venture bidders, the bid form must be signed and sealed (if any) by the legal representative of each joint venture member or by the designated member on behalf of the joint venture according to the responsibilities outlined in the joint venture agreement;
- c) The validity period of the BID meets the requirements stipulated in ITB 17.1;
- d) Has a bid security that does not violate any of the cases specified in ITB 18.3. The guarantee letter must be signed and sealed (if any) by the legal representative of a domestic credit institution or a branch of a foreign bank established under Vietnamese law, or the insurance guarantee certificate must be signed and sealed (if any) by the legal representative of a domestic non-life insurance enterprise, a branch of a foreign non-life insurance enterprise established under Vietnamese law, with the guaranteed amount, validity period, and beneficiary as required by the BDMT. The guarantee letter or insurance guarantee certificate must not be signed before the Procuring entity issues the BDMT; must not include conditions detrimental to the Procuring entity (including failure to meet all commitments as specified in Form 04A, Form 04B of Chapter IV).
- e) The bidder is not named in two or more BID as the main bidder (single entity or member of a joint venture).

f) In case of a joint venture, the joint venture agreement must specify the specific scope of work and the estimated value corresponding to each member of the joint venture according to Form 03A of Chapter IV. The division of work within the joint venture must be based on the items listed in the bid price table according to Form 12, Form 13 of Chapter IV or according to the works belonging to the item production process in the bid price table, works not belonging to these items must not be divided or do not belong to the production process of these items.

g) The bidder ensures eligibility according to the provisions in ITB 5.

h) Within 03 years prior to the bid closing date, the bidder has no personnel (who signed labor contracts with the bidder at the time the personnel committed the violation) who have been Court convicted of acts violating regulations on bidding causing serious consequences as prescribed by criminal law for the purpose of that bidder winning the bid.

i) The bidder is not in a period of being banned from participating in bidding activities.

The bidder has Bid Submission Dossier valid to be considered and evaluated in the next step.

Section 2. Evaluation criteria for qualification and experience

2.1. Evaluation criteria for qualification and experience

Evaluation criteria for qualification and experience shall be in accordance with Table No. 01. Use pass/fail criteria to establish evaluation criteria for qualification and experience, which stipulate the minimum requirement for evaluation as 'pass' for each item regarding the bidder's qualification and experience, including: experience in performing similar supply contracts; goods production capacity; financial capacity including net asset value, revenue, tax declaration and payment obligations, and other necessary indicators to assess the bidder's financial capacity; technical facilities, qualifications of specialized personnel performing related services (if required); If the bidder meets all requirements specified in Table No. 01, they satisfy the qualification and experience requirements.

In case the currency stated in similar contracts or payment confirmation from the Procuring entity for executed goods supply contracts or tax declaration or other relevant documents proving the bidder's qualification and experience are not in VND, then when preparing the Bid Submission Dossier, the bidder must convert them to VND for evaluation basis of the Bid Submission Dossier. The conversion shall apply the exchange rate of Vietcombank's selling exchange rate on the date of signing the contract similar to it.

In case the bidding bidder is a parent company (e.g., a General Corporation) that mobilizes its subsidiaries, member companies to perform part of the scope of work of the bid package, the bidder must declare in detail the scope of work assigned

to the subsidiaries, member companies according to Form No. 09B Chapter IV. Evaluation of experience in performing similar contracts shall be based on the value and scope of work undertaken by the parent company, subsidiaries, member companies within the bid package.

Table No. 01

TABLE OF EVALUATION CRITERIA FOR QUALIFICATION AND EXPERIENCE

Qualification and experience criteria			Required compliance			Documents to be submitted
No.	Description	Requirement	Single entity	Joint Venture Bidder		
				Total of joint venture members	Each joint venture member	
1	History of contract non-completion due to bidder's fault	From January 01, 2023 ⁽¹⁾ to the bid closing date, the bidder has no from 02 contracts or more (goods supply, EPC, EP, PC, turnkey) not completed due to the bidder's fault ⁽²⁾ .	Must satisfy this requirement	Not applicable	Must satisfy this requirement	Form No. 07
2	Fulfill obligations declaration tax, tax payment	Fulfilled obligations tax declaration, payment tax ⁽³⁾ of the latest fiscal year compared to the bidding closing date.	Must satisfy this requirement	Not applicable	Must satisfy this requirement	Commitment in the bid submission
3	Financial capacity					
3.1	Financial performance results ⁽⁴⁾	The bidder's net asset value in the latest fiscal year compared to the bidding closing date must be positive. (Net asset value = Total assets - Total liabilities)	Must satisfy this requirement	Not applicable	Must satisfy this requirement	Form No. 08
3.2	Average annually revenue (excluding VAT)	Average revenue annually (excluding VAT) of 03 ⁽⁵⁾ the latest fiscal year compared to the bidding closing date of the bidder must have a minimum value of 207.435.499.091 ⁽⁶⁾ VND equivalent to 7.947.720,27 USD	Must satisfy this requirement	Must satisfy this requirement	Not applicable	Form No. 08
4	Experience capacity					
4.1	Experience in executing	The bidder has completed at least 01 similar contract	Must	Not applicable	Must satisfy	Form No.

Qualification and experience criteria			Required compliance		Documents to be submitted	
No.	Description	Requirement	Single entity	Joint Venture Bidder		
				Total of joint venture members		Each joint venture member
	contracts for supply of similar goods <i>(For bidders who are not manufacturers^(*) of goods within the scope of the package)</i>	as a main bidder (independent or consortium member) or Sub-bidder ⁽⁷⁾ within the period from January 01, 2023 ⁽⁸⁾ to the bidding closing date. Where a similar contract is: - Similar in nature: Is a contract for the supply of tugboats or goods with HS code 8904.xxxx ⁽⁹⁾ ; - CSimilar in scale (value) with a minimum of: 76.059.683.000 VND ⁽¹⁰⁾ equivalent to 2.914.164,10 USD	satisfy this requirement		(equivalent to the scope of work undertaken) 05A	
4.2	Goods production capacity⁽¹¹⁾ <i>(For bidders who are manufacturers^(*) of goods within the scope of the package)</i>	The bidder shall provide documents proving the capacity to produce goods within the scope of the package meeting the requirements in one of the following ways: - The design capacity of the factory and production line reaches a minimum of: 0.375 units/01 month or a minimum of: 4.56 units/01 year; Or: - The highest monthly production output within the last 05 years up to the bidding closing date reaches a minimum of: 0.375 units, or the highest annual production output within the last 05 years up to the bidding closing date reaches a minimum of: 4.56 units.	Must satisfy this requirement	Not applicable	Must satisfy (equivalent to the scope of work undertaken) Form No. 05B	

Notes:

(*) Manufacturer is understood as an enterprise/production facility that manufactures goods itself or participates in the production process of goods, or a subsidiary/parent company responsible for distributing and consuming products manufactured by another parent company, subsidiary within the Group or Corporation.

(1) Record the required period, usually is 03 years prior to the bid closing date. For example: from January 01, 2022 to the bid closing time.

(2) Contract for supply of goods, EPC, EP, PC, turnkey not completed due to bidder's fault includes:

- Contract for supply of goods, EPC, EP, PC, turnkey is concluded by the Procuring entity as not completed by the bidder and the bidder does not object;

- Contract for supply of goods, EPC, EP, PC, turnkey is concluded by the Procuring entity as not completed by the bidder, not accepted by the bidder, but has been determined by arbitration or Tcourt to be unfavorable to the bidder.

Contracts for supply of goods, EPC, EP, PC, turnkey not completed do not include contracts where the Procuring entity's decision has been overturned by a dispute resolution mechanism. The determination of an uncompleted contract must be based on all information regarding disputes or litigation resolved according to the contract's dispute resolution mechanism, and when the bidder has exhausted all possible appeal opportunities. For contracts that are delayed due to the bidder's fault but are still completed, they are not considered uncompleted contracts.

For joint venture bidders where only one or some members of the joint venture violate the terms and are banned from participating in bidding activities as stipulated in Clause 1, Article 133 of Decree No. 214/2025/ND-CP, the remaining joint venture members are not considered to have uncompleted contracts due to the bidder's fault. In cases where one or some joint venture members violate the contract, no longer have the capacity to continue performing the contract, seriously affecting the progress, quality, and efficiency of the package, only the violating joint venture member(s) are considered to have uncompleted contracts; the remaining members are not considered to have uncompleted contracts due to the bidder's fault.

(3) The bidder shall provide documents proving that they have fulfilled their tax declaration and paid corporate income tax (personal income tax for bidders that are sole proprietorships) for the most recent financial year prior to the bid closing date..

(4) The determination of net asset value shall be based on the bidder's financial statements. If the bid closing date is after the end of the bidder's financial year (Year Y) and before or on the last day of the third month from the end of Year Y, the net asset value of the bidder shall be determined based on the previous year's financial statement of Year Y (Year Y-1).

Example: The bid closing date is March 20, 2024, and the bidder's financial

year ends on December 31, then the net asset value of the bidder shall be determined based on the financial statements of year 2022. For bidders that are sole proprietorships, this criterion is not evaluated. For bidders that are sole proprietorships, this criterion is not evaluated.

For bidders that are sole proprietorships, this criterion is not evaluated.

(5) Record the required period, usually from 03 years to 05 years prior to the bid closing date. If the bidder has been established for fewer years than required by the Bidding Documents, the average annual revenue (excluding VAT) shall be calculated based on the number of years the bidder has been established. In this case, if the average annual revenue (excluding VAT) of the bidder meets the value requirement of BDMT, then the bidder will still be evaluated further without being disqualified.

In case the bid closing time is after the bidder's fiscal year-end (year Y) and on or before the last day of the 3rd month from year Y's end, the financial statement submission requirement applies to the years prior to year Y (year Y-1, Y-2...).

Example 1: Tbid closing time is 20/3/2024, the bidder's fiscal year ends on 31/12 and BDMT requires the bidder to submit financial statements for the 03 most recent years, the bidder must submit financial statements for the years 2020, 2021, 2022.

Example 2: Average annual revenue (excluding VAT) for the 3 most recent fiscal years compared to the bid closing time. In this case, if the bid closing time is 15/11/2024 then the bidder must submit financial statements for the years 2021, 2022, 2023. The bidder was established in 2022 but the average revenue for 2022 and 2023 meets the requirement, the bidder will continue to be evaluated.

(6) Typical calculation of average revenue requirement annually (excluding VAT):

a) In case the implementation period of the bid package is 12 months or more, the revenue calculation is as follows:

Minimum requirement for average annual revenue annually (excluding VAT)

$$= [(\text{Giá gói thầu} - \text{giá trị thuế VAT}) / \text{thời gian thực hiện bid package per year}] \times k.$$
 Typically, the coefficient “k” in this formula is from 1.5 to 2.

b) In case the implementation period of the bid package is less than 12 months, the revenue calculation is as follows:

Minimum requirement for average annual revenue annually (excluding VAT)

$$= (\text{Giá gói thầu} - \text{giá trị thuế VAT}) \times k.$$
 Thông thường yêu cầu hệ số “k” trong công thức này là 1,5.

(7) For contracts where the bidder participated as a joint venture member or Sub-bidder, only the value of the work performed by the bidder shall be counted.

(8) Specify the required period, typically from 03 years to 05 years prior to the bid closing date. Example: from January 01, 2019 to the bid closing time.

(9) Similar in nature: The Procuring entity, the bid evaluation committee shall choose one of two methods to specify in the BDMT as follows:

a) Method 1: Goods belong to the same general sector (the Procuring entity, bid evaluation committee specifies the general sector, e.g., medical equipment, electrical equipment, office equipment...) **or**

b) Method 2: BDMT specifies according to 2 criteria

(i) Criterion 1: Goods belong to the same general sector (the Procuring entity, bid evaluation committee specifies the general sector, e.g., medical equipment, electrical equipment, office equipment...);

(ii) Criterion 2: Goods have the same Chapter code, Group code (corresponding to the first 4 digits of the code) in the Harmonized Commodity Description and Coding System (HS – Harmonized Commodity Description and Coding System) according to the Commodity Classification System issued by the World Customs Organization (WCO) (hereinafter referred to as HS code). Code HS based on Circular No. 31/2022/TT-BTC dated June 08, 2022 of the Ministry of Finance (which is General Department of Customs posted on the electronic information portal: <https://www.customs.gov.vn>).

Bidder supplying goods in the same field general by BDMT required (Criterion 1) or the same first 4 digits of the HS code (Criterion 2) shall be considered similar to the goods under the bid package. In case an item of goods has multiple different HS codes, BDMT shall specify these HS codes; a bidder whose goods meet one of these HS codes shall be considered to meet the requirements of the BDMT.

Example: goods under the bid package are laptop computers with HS code 84.71.30.20, then goods with HS codes 84.71.xx.xx shall be considered similar. In case the goods under the bid package have not yet been announced with an HS code, the bidder must declare supply contracts for goods in the same field general as required by the BDMT (Criterion 1)..

- In case the Procuring entity or the bid evaluation committee faces difficulties in determining the HS code of the goods according to TCriterion 2, BDMT shall provide similar regulations on the general field general (according to Criterion 1). In this case, if the bidder can determine the HS code of the goods according to the requirements of the bid package and the HS code of the goods in the item, contract that has been completed (accepted), within the same group (corresponding to the first 4 digits of the code), then this item, contract shall be considered similar for consideration and evaluation (considered as the bidder meets TCriterion 2).

- In case the bid package includes multiple items, the may specify only the field general, HS code for the main items of the bid package.

(10) Scale of similar contracts:

In case the bid package includes multiple items of goods, the corresponding value of each item of goods must be stated as a basis for evaluating the bidder's experience in performing similar goods supply contracts.

In case the bid package includes various types of goods, depending on the nature and scale of the bid package, the Procuring entity, bid evaluation committee shall set requirements for similar scale based on the main types of goods in the bid package (main goods must be clearly stated) or requirements for similar scale based on all types of goods in the bid package, , in which the scale requirement for each main item of goods or each item of goods is specified. In case of centralized procurement or procurement of goods with a large quantity or volume being bidding, the requirement for the scale of similar contracts may be reduced to **VND1,25** and/or the bid package may be divided into parts (lots) to increase competition for the bid package. In which, **Y** typically around 50% of the value of the bid package under consideration; specifically for cases where the bid package has several items of goods with the same Chapter code or Group code, the scale of similar contracts shall be determined according to points (iii) and (iv) of these notes.

The evaluation of the scale of similar contracts shall be based on the completed value, accepted as follows:

(i) Have at least 01 completed contract providing full types of similar goods with a value meeting the minimum of **Y** (or **Y/1,25** if it falls under the case of concentrated procurement or procurement of goods with large bidding quantity or volume), where each similar item in the contract does not need to meet a value of 50% (or 40% if it falls under the case of concentrated procurement or procurement of goods with large bidding quantity or volume) the corresponding value of that item in the bid package or

(ii) Have similar goods items performed in different contracts (contracts may be completed or ongoing, not yet accepted, or liquidated) or in one contract (unfinished contract) but ensure the value of each similar goods item performed meets a minimum of 50% the value of each goods item in the bid package under consideration (or 40% if it falls under the case of concentrated procurement or procurement of goods with large bidding quantity or volume), wherein the value of similar goods items in multiple different contracts cannot be aggregated different to form a similar goods item with a value exceeding 50% (or 40% if it falls under the case of concentrated procurement or procurement of goods with large bidding quantity or volume) the value of the goods item in the bid package under consideration.

Wherein:

+ Performed goods item means a part or the entire volume of goods in an item that has been accepted within the specified period, regardless of the contract signing date. The time of confirmation for a performed goods item to determine a similar goods item is the time of goods acceptance, not based on the contract signing date.

+ Completed contract means a contract where all goods have been accepted or the contract has been liquidated. The time of confirmation for a completed contract to determine a similar contract is the time of goods acceptance, not based on the contract signing date.

In cases where some goods items in a bid package have the same Chapter code, Group code (A code), the assessment of the scale of similar contracts shall be based on the completed value, accepted as follows:

(iii) Have at least 01 completed contract providing full types of similar goods with a value meeting the minimum of **K** (or **K/1,25** if it falls under the case of procurement concentrated procurement or procurement of goods with large bidding quantity or volume), wherein **K** equals 50% of the total value of items without the same Chapter code, Group code (no A code) and the highest value of items with the same A code (item value according to the bid package value, approved estimate) or

(iv) Have similar goods items performed in different contracts (contracts may be completed or ongoing, not yet accepted, or liquidated) or in one contract (unfinished contract) but ensure the value of each similar goods item without an A code performed meets a minimum of 50% of the value of each goods item in the bid package under consideration (or 40% if it falls under the case of concentrated procurement or procurement of goods with large bidding quantity or volume), for similar goods items with the same A code, only the value of the similar goods item performed needs to meet a minimum of 50% of the highest value of the goods item with the same A code in the bid package under consideration (or 40% if it falls under the case of concentrated procurement or procurement of goods with large bidding quantity or volume). The value of similar goods items in multiple different contracts cannot be aggregated different to form a similar item of goods with a value greater than 50% (or 40% if it falls under centralized procurement or procurement of goods with a large bidding quantity or volume) of the value of the item of goods in the bidding package under consideration.

(11) In case the bidding package includes many different types of goods, depending on the nature and scale of the bidding package, the Procuring entity and the bid evaluation committee shall set requirements for the design capacity of the factory, production line, or the highest monthly production output within 05 years or the highest annual production output within 05 years closest to the bid closing date based on the main types of goods in the bidding package (main goods must be specified) or based on all types of goods in the bidding package, corresponding to the requirements for the main item or all goods in the bidding package for bidders who are commercial entities.

The design capacity of the factory, production line, or the highest monthly production output within the 05 years closest to the bid closing date shall be: $k \times$ (Quantity required by the bidding package $\times$ 30/bidding package implementation period (in days)). Normally, $k = 1.5$; in case of centralized procurement or

procurement of goods with a large bidding quantity or volume, k may be set to 1, or:

The design capacity of the factory, production line, or the highest annual production output within the 05 years closest to the bid closing date shall be: $k \times$ (Quantity required by the bidding package $\times$ 365/bidding package implementation period (in days)). Normally, $k = 1.5$; in case of centralized procurement or procurement of goods with a large bidding quantity or volume, k may be set to 1

2.2. Personnel evaluation criteria: Not required

Section 3. Technical evaluation criteria

Evaluation using the method pass/fail:

The general criteria are considered met when all basic detailed criteria are evaluated as met and non-basic detailed criteria are evaluated as met or acceptable.

Bidding documents are evaluated as meeting technical requirements when all general criteria are evaluated as met.

Evaluation content		Use pass/fail criteria
1. Characteristics, technical specifications of goods, production standards, manufacturing standards, and technology		
Characteristics, technical specifications of goods, production standards, manufacturing standards, and technology	Has characteristics, technical specifications of goods, production standards, fully compliant and meeting the requirements of Bidding documents as stipulated in Chapter V, Section 2, Technical Requirements.	Pass
	Does not have characteristics, technical specifications of goods, production standards that are compliant and meet the requirements of Bidding documents as stipulated in Chapter V, Section 2, Technical Requirements.	Fail
2. Documents proving the validity of goods		
Documents proving the validity of goods	- Has Catalogues or technical documents from the manufacturer (brand) or authorized dealer, or other documents of	Pass

	equivalent value to prove that the biddinged goods meet the technical requirements in Chapter V of the Bidding Documents; - Has Registration documents, inspection certificates. - Has Design documents: main drawings must be equipped on board and certified by the vehicle registration authority: (General arrangement, Line offset & Profile, Shell Expansion, Bow constructions, Stability booklet for Master, Docking plan).	
	Not included with documents proving the validity of the goods meet the requirements.	Fail
3. Contract performance time		
Contract performance time	≤ 120 days	Pass
	> 120 days	Fail
4. Technical solutions, organizational measures for supply and installation of goods		
Technical solutions, organizational measures for supply and installation of goods	- The bidder commits technical guidance to the Procuring entity's staff. - The bidder has proposed a time period for which the technical guidance is reasonable to effectively perform the installation, trial run, operation, and maintenance of the bidder's equipment for the Procuring entity.	Pass
	No commitment or no proposed time period, or has a commitment and proposed time period but it is not suitable or does not meet the requirements	Fail
5. Information on the bidder's contract performance results and the quality of goods used		
Information on the	- Bidder's commitment:	Pass

results of performing previous contracts since 01/01/2023 until the bid closing date.	No violation of contract performance results and the quality of goods used as stipulated in Clauses 3, 5 of Article 20 of Decree No. 214/2025/ND-CP.	
	No commitment or the bidder has violated contract performance results/the quality of goods used as stipulated in Clauses 3, 5 of Article 20 and is named on the list of violators posted on the system as stipulated in Article 19 of Decree No. 214/2025/ND-CP from 01/01/2023 until the bid closing date.	Fail
6. Inspection and testing		
Inspection of actual operating status	The bidder provides a written commitment as follows: - Within 05 (five) days from the date of receiving the Procuring entity's written request, the Bidder shall provide a written response confirming receipt of the request and the plan for implementing the actual operating status inspection (including acceptance or related comments, if any). - Within 20 (twenty) days from the date of issuing the above response, the Bidder is responsible for arranging a suitable vessel and area, creating conditions for the Procuring entity to directly inspect and assess the actual situation.	Pass
	No written commitment or has one but it does not meet the requirements	Fail
Conclusion:		
All the above criteria are determined as “pass”		Pass
One of the above criteria is determined as “fail”		Fail

Section 4. Financial evaluation criteria

Price method of evaluation:

The method for determining the evaluated price is as follows:

Step 1. Determine the bid price excluding taxes, fees, charges related to import, special consumption tax (if any), VAT, after deducting discounts (if any).

Step 2. Error correction (if any) (performed according to the provisions in Section 33.1 of the Bidding Documents);

Step 3. Deviation adjustment (if any) (performed according to the provisions in Section 33.2 of the Bidding Documents);

Step 4. Determine the bid price after correcting errors, adjusting discrepancies, subtracting discount values (if any), converting the bid price to a common currency (if any);

Step 5. Determine the evaluation price:

The valuation is determined using the following formula:

$$G_{EP} = G \pm \Delta_G + \Delta_{NPTA} \text{ (if any)}$$

Where:

- G is the bid price determined in Step 4 of this Section.
- Δ_{NPTA} is the value to be added for bidders not receiving preferential treatment as stipulated in ITB 34 (if any).
- Δ_G is the value of factors normalized to a common basis for the entire lifecycle of the goods. Includes the following factors:

$$\Delta_G = 0.6 \times G_1 + 0.4 \times G_2$$

Where

- Δ_G : Adjustment value (amount to be added to the bidder's bid price)
- G_1 : Value of costs added to the bidder's bid price.
- G_2 : Total maintenance and repair costs over the project lifecycle added to the bid price.

The values G_1 and G_2 are determined as follows:

$$G_1 = (t_{age} - t_{min}) \times M_{dep}$$

Where:

- t_{age} : Age of the vessel for the bid under consideration
- t_{min} : Age of the youngest vessel among all bids under consideration.
- M_{dep} : Annual depreciation value, $M_{dep} = 12.072.278.400$ VNĐ/đồng

$$G_2 = M_{\text{mrs}} \times 1,03^t \times 11,4639$$

Where:

- M_{mrs} : Value of regular maintenance, major repairs, $M = 1.818.000.000$ VND
- t : Age of the vessel for the bid under consideration

Step 6. Bidder ranking: The bid with the lowest evaluation price is ranked first.

Section 5. Alternative technical solutions in bids (if any): Not permitted

Chapter IV. BIDDING FORMS

No.	Form	Responsibility	
		Procuring entity	Bidder
1	Form No. 01A. Scope of Goods Supply	X	
2	Form No. 01B. Related Services	X	
3	Form No. 01C. Spare Parts	X	
4	Form No. 02A. Bid Submission Letter (for organizations)		X
5	Form No. 02B. Bid Submission Letter (for individuals, groups of individuals producing innovative products)		
6	Form No. 02C. Agreement Letter (for groups of individuals producing innovative products)		
7	Form No. 02D. Power of Attorney		X
8	Form No. 02E. Bidder Information Declaration Form		X
9	Form No. 03A. Joint Venture Agreement		X
10	Form No. 03B. Information Declaration Form for Joint Venture Members		X
11	Form No. 04A. Bid Security (for single entities)		X
12	Form No. 04B. Bid Security (for joint ventures)		X
13	Form No. 05A. Similar Contracts Performed by Bidder (for commercial bidders)		X
14	Form No. 05B. Production Capacity Declaration (for manufacturers)		X
15	Form No. 06A. Key Personnel Proposal Form		
16	Form No. 06B. Curriculum Vitae of Key Personnel		

17	Form No. 06C. Professional Experience Table		
18	Form No. 07. Supply Contract, EPC, EP, PC, Turnkey not completed due to bidder's past fault		X
19	Form No. 08. Bidder's Financial Situation		X
20	Form No. 09A. Scope of Work using Sub-bidders		X
21	Form No. 09B. List of Subsidiaries and Affiliates undertaking part of the package work		X
22	Form No. 10A. Supply Schedule Table		X
23	Form No. 10B. Bidder's Goods Proposal		X
24	Form No. 11. Bid Price Summary Table		X
25	Form No. 12. Bid Price Table for Goods		X
26	Form No. 13. Bid Price Table for Related Services		X
27	Form No. 14A. Price Table for Materials and Spare Parts (applicable when bidder is required to propose)		X
28	Form No. 14B. Price Table for Materials and Spare Parts (applicable when the Procuring entity requests)		
29	Form No. 15A. List of Goods Eligible for Preferential Treatment		X
30	Form No. 15B. Domestic Production Cost for Goods Eligible for Preferential Treatment (in case of declaring imported costs)		X
31	Form No. 15C. Domestic Production Cost for Goods Eligible for Preferential Treatment (in case of declaring production costs in Vietnam)		X

SCOPE OF GOOD SUPPLY
(Applies to lump-sum contracts)

No.	List of Goods	Unit	Quantity	Description of Goods	Requirements regarding the origin of goods (if any)	Project Location	Delivery date	
							Earliest Delivery Date	Latest Delivery Date
1	Used Azimuth Tugboat	Unit	1	As stipulated in Chapter V	Countries belonging to the OECD	Tan Cang Maritime Services Joint Stock Company. Address: 1295B Nguyen Thi Dinh, Cat Lai Ward, Ho Chi Minh City, Vietnam.	100 days	120 days

RELATED SERVICES ⁽¹⁾

Procuring entity list the related services required for the package according to the following table:

No.	Service Description	Biddinged Quantity	Unit	Service Location	Service Completion Date ⁽²⁾
1	Cost registration, inspection, other fees	1	Package	Tan Cang Maritime Services Joint Stock Company. Address: 1295B Nguyen Thi Dinh, Cat Lai Ward, Ho Chi Minh City, Vietnam.	120 days

MATERIALS, SPARE PARTS

Not required

LETTER OF BID ⁽¹⁾

(Applicable to corporate bidders)

Date: ____

Package Name: ____

To: ____

After reviewing the BID, we:

Bidder Name: ____, Tax Code: ____ commit to execute the package ____ No. IFB: ____ in accordance with the requirements stated in the BID with a bid price (total amount) of ____ along with the attached bid price summary tables.

In addition, we voluntarily reduce the bid price by a discount percentage of ____
[State the discount percentage, if any].

Bid price after deducting the discount value is: ____ (including all taxes, fees, charges (if any)).

Validity of the Bid Submission: ____

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

Validity of the Bid Security: ____ *[state the validity period from the bid closing date]*

We commit:

1. Not undergoing dissolution procedures or having its business registration certificate, cooperative registration certificate, cooperative union registration certificate, or group registration certificate revoked, not being in a state of insolvency as stipulated by bankruptcy law (not undergoing termination of operations or having its household business registration certificate revoked for bidders that are household businesses);

2. Not violating regulations on ensuring competition in bidding;

3. Have fulfilled tax declaration obligations and paid taxes for the fiscal year closest to the bid closing date;

4. Not being subject to a ban on participating in bidding as stipulated by bidding law;

5. Not being prosecuted for criminal liability (household business Procuring

entity not being prosecuted for criminal liability in case the bidder is a household business);

6. Not engaging in corruption, bribery, collusion, obstruction, and other violations of bidding law when participating in this bid package;

7. Within 03 years prior to the bid closing date, the bidder has no personnel (under an employment contract with the bidder at the time the personnel committed the violation) who have been convicted by a court for acts violating bidding regulations causing serious consequences as stipulated by criminal law with the aim of awarding the bid to that bidder;

8. The information declared in the Bid Submission Documents is truthful;

9. In case of winning the bid, Bid Submission Documents and any supplementary or clarifying documents for the Bid Submission Documents shall form a binding agreement between the two parties until the contract is signed.

10. If our Bid Submission Documents are accepted, we will provide a performance security in accordance with ITB 42.1 of the BDMT;

11. The bidder is not listed in two or more Bid Submission Documents as the main bidder (single entity or member of a joint venture).

Note:

(1) The bid application shall be signed and sealed by the legal representative of the bidder

LEGAL REPRESENTATIVE OF THE BIDDER

(Signature, full name, and seal)

LETTER OF BID ⁽¹⁾

(Applicable to bidders who are individuals, groups of individuals producing innovative products)

Date: ____

Bid Package Name: ____

To: ____

After reviewing the BDMT, we:

Bidder Name: ____ commit to performing bid package ____ under IFB No.: ____ according to the requirements stated in the BDMT with a bid price (total amount) of ____ along with the attached bid summary tables.

In addition, we voluntarily reduce the bid price by a discount percentage of ____
[State the discount percentage, if any].

Bid price after deducting the discount value is: ____ (including all taxes, fees, charges (if any)).

Validity of Bid Submission Document: ____

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

Validity of Bid Security: ____ *[state the validity period from the bid closing date]*

We commit:

1. Have full civil legal capacity;
2. Do not violate regulations on competition assurance in bidding;
3. Have fulfilled tax declaration obligations and paid taxes for the most recent fiscal year prior to the bid closing date;
4. Are not in the period of being banned from participating in bidding as stipulated by the bidding law;
5. Do not be subject to criminal prosecution;
6. Do not engage in acts of corruption, bribery, collusion, obstruction, and other

* In cases where pre-qualification is applied for a bid package and the law does not require the contractor to provide bid security, omit the content regarding the value and validity of the bid security.

violations of other bidding laws when participating in this bid package;

7. Within 03 years prior to the bid closing date, members of the individual group have not been Tconvicted by a court for acts of violating bidding regulations causing serious consequences as stipulated by criminal law with the aim of allowing an individual (or group of individuals including the violating personnel) to win the bid;

8. The information declared in the Bid Submission Document is truthful;

9. In case of winning the bid, the Bid Submission Document and any supplementary or clarifying documents for the Bid Submission Document shall form a binding agreement between the two parties until the contract is signed.

10. If our Bid Submission Document is accepted, we will provide contract performance security as stipulated in Section 42.1 of the Bidding Documents;

11. A bidder shall not be listed in two or more Bid Submission Documents as the main bidder (either as an single entity or a member of a joint venture).

Note:

(1) The bid application shall be signed and sealed by the legal representative of the bidder.

AGREEMENT DOCUMENT

(Applicable to groups of individuals producing innovative products)

Date: ___ month ___ year ___

Based on the Bidding Documents for the package: _____ *[state the name of the package]* with Notice to BDSs number: ___ *[state the notice to BDSs number for the package]*

We consist of:

First Member:

Full Name: _____

ID Card/Passport Number: _____ Date of Issue: _____ Place of Issue: _____

Tax Code: _____

Address: _____

Phone: _____

Second Member:

Full Name: _____

ID Card/Passport Number: _____ Date of Issue: _____ Place of Issue: _____

Tax Code: _____

Address: _____

Phone: _____

...

Nth Member:

Full Name: _____

ID Card/Passport Number: _____ Date of Issue: _____ Place of Issue: _____

Tax Code: _____

Address: _____

Phone: _____

The parties (hereinafter referred to as members) agree to sign this agreement to establish an individual group with the following contents:

Article 1. General Principles

1. Members voluntarily form an individual group to bid for bidding package ____ *[genter bidding package name]* belonging to ____ *[enter project name/procurement estimate]* organized by ____ *[enter Procuring entity name]* organized.

2. Members commit that no member shall participate independently or in joint venture with other individuals to participate in this bidding package. In case of winning the bid, members shall jointly sign the contract, and no member shall have the right to refuse to perform the responsibilities and obligations stipulated in the contract. In case a group member refuses to complete their responsibilities and obligations, that member shall be dealt with as follows:

- *Compensate for damages to the parties within the group;*
- *Compensate for damages to the Procuring entity as stipulated in the contract;*
- *Other forms of handling ____ [specify other forms of handling].*

Article 2. Assignment of Responsibilities

Members agree to assign responsibilities to execute bidding package ____ *[genter bidding package name]* belonging to ____ *[enter project name/procurement estimate]* as follows:

Passign ____ *[enter individual's name]* as the group leader, representing the group in the following matters:

- Use personal accounts and digital certificates to submit Bidding Documents for the entire group.

[- Sign documents and papers for transactions with the Procuring entity during the bidding process, clarification documents for Bidding Documents , or withdrawal requests for Bidding Documents;

- *Execute bid security for the entire group;*
- *Participate in the document verification process, negotiation (if any), and contract finalization;*
- *Sign objection letters in case the bidder has objections;*
- *Other tasks except for contract signing ____ [specify the content of other tasks (if any)].*

Article 3. Validity of the Agreement

1. This Agreement shall take effect from the date of signing.

2. This Agreement shall terminate in the following cases:

- The parties have completed their responsibilities and obligations and proceeded with contract liquidation;
- The parties mutually agree to terminate;
- The individual group is not awarded the bid;
- Cancellation of bidding package ____ [*enter bidding package name*] belonging to ____ [*enter project name/procurement estimate*] as notified by the Procuring entity.

This Agreement is made with the approval of all members.

INDIVIDUAL GROUP LEADER [*signature, full name*]

INDIVIDUAL GROUP MEMBERS [*signature, full name*]

POWER OF ATTORNEY ⁽¹⁾

Today, the ____ day of ____ month ____ year ____, at ____

I am ____ [enter name, ID card number or passport number, title of the legal representative of the bidder], the legal representative of ____ [enter bidder name] with address at ____ [enter bidder's address] hereby authorize ____ [enter name, ID card number or passport number, title of the authorized person] to perform the following tasks during the bidding process for bidding package ____ [enter bidding package name] belonging to project ____ [Project Name] by ____ [Procuring entity Name] organized by:

[- Sign the bid for the technical proposal documents and the bid for the financial proposal documents;

- Sign the joint venture agreement (if any);

- Sign documents and materials for transactions with the Procuring entity during the bidding process, including requests for clarification of the bidding documents and explanations, clarifications of the bid documents, or requests to withdraw the bid, amend, or replace the technical proposal documents, financial proposal documents;

- Participate in contract negotiation and finalization;

- Sign the petition in case the bidder has a petition;

- Sign the contract with the Procuring entity if selected]⁽²⁾.

The authorized person mentioned above shall only perform tasks within the scope of authorization as the legal representative of ____ [Bidder Name]. ____ [Name of the bidder's legal representative] shall be fully responsible for the work performed by ____ [Name of the authorized person] within the scope of authorization.

The Power of Attorney is effective from ____ to ____ ⁽³⁾. This Power of Attorney is made in ____ copies of equal legal value, the grantor keeps ____ copies, the authorized person keeps ____ copies, the Procuring entity keeps ____ copies.

Authorized Person

Grantor

*[Name, Title, Signature and Seal
(if any)]*

*[Name of the bidder's legal representative,
Title, Signature and Seal]*

Notes:

(1) In case of authorization, the original Power of Attorney must be sent to the Procuring entity along with the bid submission as stipulated in Section 19.3 of the BDMT. The bidder's legal representative may authorize a deputy, subordinate, branch manager, or head of the representative office of the bidder to act on behalf of the legal representative to perform one or more of the tasks mentioned above. The use of the seal in the case of authorization may be the bidder's seal or the seal of the unit to which the authorized individual belongs. The authorized person may not further authorize another person.

(2) The scope of authorization includes one or more of the tasks mentioned above.

(3) Enter the effective date and expiration date of the Power of Attorney consistent with the bidding process.

BIDDER INFORMATION DECLARATION

Date: _____

Bid Package Number and Name: _____

Bidder Name: <i>[Bidder Name]</i>
<i>In case of joint venture, list the names of each member of the joint venture</i>
Country of bidder's incorporation: ____ <i>[Country Name of bidder's incorporation]</i> Place of bidder's business registration and operation: <i>[Name of province/city where business is registered and operated]</i>
Year of establishment of company: ____ <i>[Year of bidder's establishment]</i>
Legal address of the bidder <i>[at the place of registration]</i> : ____ <i>[Year of bidder's establishment]</i>
Information about the bidder's legal representative Name: _____ Address: _____ Phone/Fax number: _____ Email address: _____
1. Attached is a copy of one of the following documents: Business registration certificate, establishment decision, or equivalent document issued by the competent authority of the country where the bidder operates. 2. Present the bidder's organizational chart.

Legal representative of the bidder*[Name, title, signature, and seal]*

JOINT VENTURE AGREEMENT⁽¹⁾

Date: ____ [*Enter the date of signing the joint venture agreement*]

Bidding Package: _ [*Enter the bidding package name*]

Belonging to project/procurement estimate: ____ [*Enter project/procurement estimate name*]

Basis ⁽²⁾ ____ [*Enter current bases*]

Basis ⁽²⁾ ____

Basis BDMT Bidding Package: ____ [*Enter the bidding package name*]
with number IFB: ____ [*Enter the bidding invitation notice number*]

We, representing the parties signing the joint venture agreement, include:

Name of joint venture member first ____ [*Enter member name*]

Tax Code: _____

Represented by Mr./Ms.: _____

Position: _____

Address: _____

Phone: _____

Name of second joint venture member: ____ [*Enter joint venture member name*]

Tax Code: _____

Represented by Mr./Ms.: _____

Position: _____

Address: _____

Phone: _____

...

Name of nth joint venture member: ____ [*Enter member name*]

Tax Code: _____

Represented by Mr./Ms.: _____

Position: _____

Address: _____

Phone: _____

The parties (hereinafter referred to as members) agree to sign this joint venture agreement with the following contents:

Article 1. General Principles

1. The members voluntarily form a joint venture to participate in the bidding for package ____ [*Enter the bidding package name*] belonging to project/procurement estimate ____ [*Enter project name*].

2. The members agree on the name of the joint venture for all transactions related to this bidding package as: ____ [*Enter the name of the joint venture*].

3. The members commit that no member shall unilaterally participate independently or form a joint venture with another bidder to participate in this bidding package. In case of winning the bid, no member shall have the right to refuse to perform the responsibilities and obligations stipulated in the contract. In case a member of the joint venture refuses to complete their respective responsibilities as agreed, that member shall be handled as follows:

- *Compensate for damages to the parties in the joint venture;*
- *Compensate for damages to the Procuring entity as stipulated in the contract;*
- *Other forms of handling ____ [*Specify other forms of handling*].*

Article 2. Division of Responsibilities

The members agree to divide responsibilities for executing bidding package ____ [*Enter the bidding package name*] belonging to project/procurement estimate ____ [*Enter project name*] for each member as follows:

1. Lead member of the joint venture:

The parties agree to assign ____ [*Enter the name of the lead member*] acting as the lead member of the joint venture, representing the joint venture in the following tasks⁽³⁾:

- Use account, digital certificate to submit BID for the entire joint venture.
- [*Sign documents and materials for transactions with the Procuring entity during the bidding process, clarification documents, BID or withdrawal request documents BID;*
- *Provide bid security for the entire joint venture;*

- Participate in the process of document verification, negotiation (if any), contract finalization;
- Sign petition letters in case the bidder has a petition;
- Other tasks except for contract signing ____ [specify content of other tasks (if any)].

2. The joint venture members agree to assign responsibilities for performing tasks according to the table below ⁽⁴⁾:

No.	Name of the members in the joint venture	Assigned Task Content	Percentage of value undertaken compared to total bid price
1	Name of the lead member of the joint venture	- ____ - ____	- ____% - ____%
2	Name of the second member	- ____ - ____	- ____% - ____%
....			
Total		All works of the package	100%

Article 3. Validity of the Joint Venture Agreement

1. The joint venture agreement shall take effect from the date of signing.
2. The joint venture agreement shall cease to be effective in the following cases:
 - The parties have fulfilled their responsibilities and obligations and proceeded with contract liquidation;
 - The parties mutually agree to terminate;
 - The joint venture bidder is not awarded the contract;
 - Cancellation of the package ____ [According to the invitation to bid] of the project/procurement plan ____ [According to the invitation to bid] according to the notice from the Procuring entity .

The joint venture agreement is made with the approval of all members.

LEGAL REPRESENTATIVE OF THE LEAD MEMBER OF THE JOINT DVENTURE

[Name, title, signature, and seal]

LEGAL REPRESENTATIVE OF THE JOINT VENTURE MEMBER

[Name each member, title, signature, and seal]

Note:

(1) In case the package is divided into many independent parts, the joint venture agreement must clearly state the names and numbers of the parts for which the joint venture bidder is bidding, specifying the general and individual responsibilities of each member of the joint venture for the part being bid.

(2) Update legal documents according to current regulations.

(3) The assignment of responsibilities includes one or more tasks as stated.

(4) The bidder must clearly state the specific content of the work and the estimated value that each member of the joint venture will undertake, the general responsibilities, and the individual responsibilities of each member, including the lead member of the joint venture. The division of work within the joint venture must be based on the items listed in the bid price schedule according to Form No. 12, Form No. 13 of this Chapter this or according to the production process items in the bid price schedule, and work not belonging to these items shall not be divided. or not part of the production process of these items.

Form No. 03B

STATEMENT OF INFORMATION ON MEMBERS OF THE JOINT VENTURE BIDDER⁽¹⁾

Date: _____

Reference No. and Name of Bid Package: _____

Name of Joint Venture Bidder: ____ <i>[enter name full of nbidder]</i>
Name of Joint Venture Member: ____ <i>[enter name full of the member lof the joint venture]</i>
Country of Registration of the Joint Venture Member: ____ <i>[enter the country where the member lof the joint venture is registered and established]</i>
Place of Business Registration and Operation of the Joint Venture Member: ____ <i>[enter the name of the province/city, country where the joint venture member is registered and operates]</i>
Year of Company Establishment of the Joint Venture Member: ____ <i>[enter the year of establishment of the member lof the joint venture]</i>
Legal Address of the Joint Venture Member in the Country of Registration: ____ <i>[enter the address of the joint venture member in the country where it is registered and established]</i>
Information on the Legal Representative of the Joint Venture Member Name: _____ Address: _____ Telephone/Fax: _____ E-mail Address: _____
1. Attached is a copy of one of the following documents: Business Registration Certificate, Establishment Decision, or equivalent document issued by the competent authority of the country where the bidder operates. 2. Present the organizational chart.

Legal Representative of the Bidder

[enter name, title, signature, and seal]

Notes:

(1) In case of a joint venture bidder, each member of the joint venture bidder must complete this Form.

BID SECURITY⁽¹⁾*(Applicable to single entities)*

Beneficiary (Guarantor): ____ *[enter the name and address of the Procuring entity as specified in Section 1.1 of the BDS]*

Date of Issuance of Guarantee: ____ *[enter date of issuance of guarantee]*

BID SECURITY No.: ____ *[enter reference number of the Bid security]*

Guarantor: ____ *[enter name and address of issuer, if this information is not already shown in the header of the printed paper]*

We are informed that the Principal is ____ *[enter name of bidder]* (hereinafter referred to as the "Bidder") will participate in a bid to perform bid package ____ *[enter name of bid package]* under project/procurement plan ____ *[enter name of project/procurement plan]* according to Invitation for Bids/Bidding Notice No. ____ *[enter reference number of the Invitation for Bids/Bidding Notice]]*.

We undertake to the Beneficiary that we guarantee the Bidder for an amount of ____ *[state the value in figures, in words, and the currency used]*.

This guarantee is valid for ____ ⁽²⁾ days, from ____ month ____ year ____ ⁽³⁾.

At the request of the Bidder, we, as Guarantor, undertake⁽⁴⁾ to pay the Beneficiary an amount of ____ *[state the value in figures, in words, and the currency used]* upon receipt of a written notice from the Beneficiary of the Bidder's breach in the following cases:

1. After the bid closing time and during the validity period of the Bid Submission, the bidder withdraws in writing Bid Submission or refuses to perform one or more of the proposed works in the Bid Submission as required by the Bidding Documents;

2. The Bidder commits a violation of Article 16 of the Law on Bidding or violates bidding laws leading to cancellation of the bid;

3. The Bidder fails to take measures to ensure contract performance as stipulated in Article 68 of the Law on Bidding;

4. The Bidder fails to proceed with or refuses to negotiate the contract (if any) within ____ days from the date of receiving the invitation to negotiate the contract or has negotiated the contract but refuses 10 days from the date of receiving the invitation to negotiate the contract or has negotiated the contract but refuses or fails

to sign the negotiation minutes, except for force majeure;

5. The Bidder fails to proceed with or refuses to finalize the contract, framework agreement framework within ____ 20 days from the date of receiving the award notice from the Procuring entity, except for cases stipulated in Clause 4, Article 34 of Decree No. 214/2025/ND-CP or cases of force majeure;

6. The Bidder fails to proceed with or refuses to sign the contract, framework agreement within ____ 20 days from the date of contract finalization, framework agreement, except for force majeure.

In case the Bidder is awarded the contract, this guarantee shall become null and void immediately after the Bidder signs the contract and submits the performance guarantee to the Beneficiary as agreed in that contract.

In case the Bidder is not awarded the contract, this guarantee shall become null and void immediately after we receive a copy of the bidder selection result notice or 30 days from the expiry date of the Bid Submission, whichever comes first.

Any claim under this guarantee must be sent to our office on or before the last day of validity of this guarantee. We undertake to pay unconditionally and irrevocably to the Procuring entity any amount within the guaranteed amount stated above upon the Procuring entity's claim.

Authorized Representative of the Bank

[state name, title, signature, and seal]

Note:

(1) In case of bid guarantee violating one of the provisions such as: having a lower value, shorter validity period than required in Section 18.2 of the **Bidding Documents**, not in the name of the beneficiary, not an original copy, lacking valid signature, signed before the Procuring entity issue BDMT, or accompanied by conditions detrimental to the Procuring entity then the bid security shall be considered invalid.

(2) Record according to the regulations on the validity period in Section 18.2 **BDS**.

(3) Record the date of the bid closing time as stipulated in IFB. The validity period of the bid security shall be calculated from the bid closing date to the last day of the bid security's validity (the expiry time of the bid security falls within the last day of its validity without necessarily extending to the end of that day).

(4) In case the bid security lacks one or more commitments among the

commitments mentioned above, it shall be considered a condition detrimental to the Procuring entity as stipulated in ITB 18.3 and the guarantee letter shall be considered invalid.

BID SECURITY⁽¹⁾*(applicable to joint venture bidders)*

Beneficiary (Guaranteed Party):___ *[insert name and address of Procuring entity as stipulated in Section 1.1 BDS]*

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

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

Guarantor:___ *[insert name and address of issuer, if these details are not already shown in the letterhead]*

We are informed that the Principal is___ *[insert name of bidder]*⁽²⁾ (hereinafter referred to as “the Bidder”) will participate in the bidding for the execution of package___ *[insert name of package]* under the project/procurement plan___ *[insert name of project/procurement plan]* according to the Invitation for Bids/IFB No. ___ *[insert reference number of the Invitation for Bids/IFB]*.

We undertake to the Beneficiary that we shall secure for the Bidder participation in this bidding by an amount of ___ *[insert value in figures, in words, and currency]*.

This security shall be valid for___⁽³⁾ days, from ___ day ___ month ___ year___⁽⁴⁾.

At the request of the Bidder, we, as Guarantor, undertake⁽⁵⁾ to pay to the Beneficiary an amount of___ *[insert value in figures, in words, and currency]* upon receipt of a written notice from the Beneficiary stating that the Bidder has violated any of the following cases:

1. After the bid closing time and during the validity period of the BID, the bidder submits a written request to withdraw the BID or refuses to perform one or more of the proposed works in the BID as required by the BDMT;

2. The bidder has committed an act of violation stipulated in Article 16 of the Bidding Law or violated bidding laws leading to the cancellation of the bid;

3. The bidder fails to provide performance security as stipulated in Article 68 of the Bidding Law;

4. The bidder fails to proceed with or refuses to negotiate the contract (if any) within a period of 10 days from the date of receiving the invitation to negotiate the contract or having negotiated the contract but refusing or not to sign the contract negotiation minutes, except for force majeure;

5. The bidder does not proceed or refuses to finalize the contract, framework agreement framework within a period of 20 days from the date of receiving the award notification from the Procuring entity, except in cases of stipulated in Clause 4, Article 34 Decree No. 214/2025/ND-CP or cases of force majeure;

6. The bidder does not proceed or refuses to sign the contract, framework agreement within a period of 20 days from the date of contract finalization, framework agreement except for force majeure;

7. If any member of the joint venture _____ *[state the full name of the joint venture bidder]* violates legal regulations leading to the bid security not being refunded as stipulated in ITB 18.5, the bid security of all members of the joint venture will not be refunded.

In case the Bidder is awarded the contract, this guarantee shall become null and void immediately after the Bidder signs the contract and submits the performance bond to the Beneficiary as agreed in that contract.

In case the Bidder is not awarded the contract, this guarantee shall become null and void immediately after we receive a copy of the document notifying the bidder selection results or 30 days from the expiry of the validity period of the BID, whichever comes first.

Any claim under this guarantee must be sent to our office on or before the last day of validity of this guarantee. We undertake to pay unconditionally and irrevocably to the Procuring entity any amount within the limit of the guaranteed amount stated above upon the Procuring entity's claim for payment.

Legal Representative of the Bank

[Name, Title, Signature, and Seal]

Notes:

(1) In case the bid security violates one of the following provisions: has a lower value, a shorter validity period than required in Section 18.2 **BDS**, is not in the name of the beneficiary, is not an original, lacks a valid signature, signed before the Procuring entity issues the BDMT, or is accompanied by conditions detrimental to the Procuring entity, the bid security shall be considered invalid.

(2) The bidder's name may be one of the following cases:

- The name of the entire joint venture bidder, e.g., joint venture bidders A + B participating in the bid, the bidder's name shall be stated as "Joint Venture Bidder A + B";

- The name of the member responsible for performing the bid security for the entire joint venture or for another member of the joint venture, e.g., joint venture bidders

A + B + C participating in the bid, if in the joint venture agreement it is assigned to bidder A to perform the bid security for the entire joint venture, the bidder's name shall be stated as "Bidder A (on behalf of joint venture bidders A + B + C)"; if in the joint venture agreement it is assigned to bidder B to perform the bid security for bidder B and C, the bidder's name shall be stated as "Bidder B (on behalf of bidder B + C)";

- The name of the joint venture member separately performing the bid security;

- In case the joint venture agreement does not specifically assign the responsibility for performing the bid security of the joint venture members, but the total value of the bid security performed by the joint venture members, attached in BID SUBMISSION FILE meets the requirements of BIDDING DOCUMENTS then it is still considered to meet the value of bid security.

(3) Record according to the provisions on validity period in Section 18.2 **BIDDING DOCUMENT**.

(4) Record the bid closing time as stipulated in BID ANNOUNCEMENT. 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 expiry time falls within the last day of the bid guarantee's validity without necessarily extending to 24:00 of that day).

(5) If the bid guarantee lacks one or more commitments among the commitments mentioned above, it shall be considered a condition detrimental to the Procuring entity as stipulated in Section 18.3 **CONTRACT CONDITIONS** and the guarantee letter shall be considered invalid.

SIMILAR CONTRACTS PERFORMED BY THE BIDDER ⁽¹⁾
(applicable to commercial bidders)

Bidder Name: _____ *[state the full name of the bidder]*.

Information for each contract, each contract must ensure the following information:

Contract Name and Number	<i>[state the full name of the contract, symbol number]</i>		
Contract Signing Date	<i>[state date, month, year]</i>		
Completion Date	<i>[state date, month, year]</i>		
Contract Price ⁽³⁾	<i>[state the total contract price in amount and currency signed]</i>		Equivalent ____ VND
If a joint venture member, briefly state the scope of work undertaken in the joint venture and the value of the portion of the contract undertaken by the bidder	<i>[briefly state the scope of work undertaken in the joint venture]</i>	<i>[state the percentage of the contract value undertaken in the total contract price; amount and currency signed]</i>	Equivalent ____ VND
Project Name/procurement estimate:	<i>[state the full name of the project/procurement estimate for which the contract is being declared]</i>		
Procuring entity Name:	<i>[state the full name of the Procuring entity in the contract being declared]</i>		
Address:	<i>[state the full current address of the Procuring entity]</i>		
Phone/Fax:	<i>[state phone number, fax number including country code, area code]</i>		
E-mail:	<i>[state e-mail address]</i>		
Description of similarity as stipulated in Section 2.1 Chapter III ⁽²⁾			
1. Type of Goods	<i>[state information in the contract]</i>		
2. Category, Field of Goods	<i>[state category, field information if any]</i>		
3. HS Code	<i>[state HS code information if any]</i>		
4. Regarding the value of the contract performed ⁽³⁾	<i>[state the actual contract value performed based on the acceptance and liquidation value of the contract]</i>		

5. Regarding the scale of execution	<i>[state information in the contract]</i>
6. Other characteristics	<i>[state other information (if any)]</i>

Note:

Bidder assist technical BDMT and propose similar contracts to ensure compliance with the requirements of BDMT.

(1) In case of joint venture, each member of the joint venture shall declare according to this Form. If the bidder has many similar contracts, declare each contract according to this Form.

(2) The bidder shall only declare content similar to the requirements of the bid package.

(3) In case the contract value is not calculated in VND, convert to VND at the exchange rate stipulated in Section 2.1 Chapter III for evaluation purposes.

DECLARATION OF GOODS PRODUCTION CAPACITY
(applicable to bidders who are manufacturers)

Bidder Name: _____ [State the full name of the bidder].

Number of factories, production facilities (collectively referred to as factories):
_____ [Enter the number of factories]

For each factory, the bidder shall declare the following information:

Factory Name:	[State the factory name]
Address:	[State the factory address]
Total Investment:	[State the total investment]
Design Capacity:	[State the design capacity]
Actual Capacity:	[State the actual capacity in the most recent year]
Highest production output in 01 month or 01 year within the last 05 years up to the bid closing date.	[State the highest production output in 01 month or 01 year]
Production Standards:	[State the production standards currently applied, if any]
Number of Employees:	[State the total number of employees working at the factory]

Notes:

In case of joint venture, each member of the joint venture shall declare according to this Form.

The bidder must attach documents proving the goods production capacity declared in this Form.

PROPOSED KEY PERSONNEL TABLE

The bidder must declare key personnel as stipulated in Section 2.2 Chapter III and must demonstrate their availability to participate in the execution of the bid package. Key personnel may be on the bidder's payroll or mobilized by the bidder. Key personnel to participate in the execution of the bid package. Key personnel may be on the bidder's payroll or mobilized by the bidder. In case the key personnel declared by the bidder in the BID do not meet the requirements or fail to demonstrate their availability (including cases where the key personnel are mobilized for another contract with overlapping working time with this bid package), The Procuring entity shall allow the bidder to supplement or replace. The bidder shall only be allowed to supplement or replace once for each position of key personnel within an appropriate period but not less than 03 working days. In case the bidder has no key personnel for replacement that meets the requirements of the BDMT, the bidder shall be disqualified. In case the bidder intentionally declares key personnel dishonestly in the BID to falsify the bidder selection results, the bidder shall not be allowed to replace with other personnel, BID of the bidder shall be disqualified and the bidder shall be considered fraudulent according to point b Clause 4, Article 16 of the Bidding Law and shall be handled according to regulations at Clause 1, Article 133 of Decree No. 214/2025/ND-CP.

No.	Full Name	Job Position
1		
2		
...		

PROFESSIONAL EXPERIENCE TABLE⁽¹⁾

No.	Key Personnel Name	From Date	To Date	Company/Project/Position/Contract/ Professional and management experience relevant
1	[enter key personnel 1 name]	...	...	...
2				
...	...			

(1) List the expert's work history chronologically; do not list jobs that were irrelevant or not suitable for the current requirement.

**CONTRACT FOR SUPPLY OF GOODS, EPC, EP, PC, TURNKEY
UNFULFILLED DUE TO FAULT OF
BIDDER IN THE PAST ⁽¹⁾**

Bidder Name: _____

Date: _____

Name of consortium member (if any): _____

Contracts for supply of goods, EPC, EP, PC, turnkey unfulfilled due to bidder fault in the past as stipulated in Section 2.1 Chapter III

☐ None or 01 contract (for supply of goods, EPC, EP, PC, turnkey) unfulfilled due to bidder fault from January 01, ____ [enter year] as stipulated in evaluation criterion 1 in the Qualification and experience Evaluation Table under Section 2.1 Chapter III.

☐ Yes from 02 contracts or more (supply of goods, EPC, EP, PC, turnkey) unfulfilled due to bidder fault from January 01, ____ [enter year] as stipulated in evaluation criterion 1 in the Qualification and experience Evaluation Table under Section 2.1 Chapter III.

Year	Unfulfilled Contract Portion	Contract Description	Total Contract Value (value, currency, exchange rate, equivalent value in VND)
		Contract Description: _____ Client Name: _____ Address: _____ Reasons for contract non-completion: _____	

Notes:

(1) The bidder must accurately and truthfully declare contracts for goods supply, EPC, EP, PC, turnkey not completed due to the bidder's fault in the past; in case the Procuring entity, the bid evaluation committee discovers the bidder has contracts for goods supply, EPC, EP, PC, turnkey not completed due to the bidder's fault in the past without declaration, the bidder shall be considered to have committed fraud and the Bid of the bidder will be rejected. In case of a joint venture bidder, each member of the joint venture bidder must declare according to this Form.

BIDDER'S FINANCIAL SITUATION⁽¹⁾

Bidder Name: _____

Date: _____

Name of Joint Venture Member (if any): _____

	Bidder's Fiscal Year from ____ month ____ to ____ month ____ (bidder fills this in)		
	Financial data in the most recent years as required by the BDMT (Enter Fiscal Year)		
	Year 1:	Year 2:	Year 3:
Total Assets			
Total Liabilities			
Net Assets			
Annual Revenue annually (excluding VAT)			
Average Annual Revenue annually (excluding VAT) (2)			
Profit Before Tax			
Profit After Tax			

Notes:

(1) In case of a joint venture bidder, each member of the joint venture must declare according to this Form.

(2) To determine the average annual revenue annually (excluding VAT), the bidder divides the total revenue of the years (excluding VAT) by the number of years based on the information provided.

Annual revenue annually is calculated by the total revenue in the financial statement of that year (excluding VAT).

Average annual revenue annually (excluding VAT) = tổng doanh thu từng năm (excluding VAT) as required by the BDMT/number of years.

In case the bidder is newly established and does not have enough years as

required by the BDMT, the Average Annual Revenue annually (excluding VAT) shall be calculated based on the number of years for which the bidder has financial data.

Attached are copies of the financial statements (balance sheets including all relevant notes, and income statements) for the years as stated above, complying with the following conditions: copies of financial statements (balance sheets including all relevant notes, and income statements) for the years as stated above, complying with the following conditions:

1. Reflect the financial situation of the bidder or joint venture member (if a joint venture bidder) and not the financial situation of an affiliated entity such as a parent company affiliated with subsidiaries or affiliates of the bidder or joint venture member.

2. The financial statements must be complete and comprehensive according to the regulations of the country where the bidder is registered to operate.

3. For foreign bidders, financial statements must be audited. For domestic bidders financial statements must correspond to completed accounting periods, accompanied by a certified copy of one of the following documents:

- Tax settlement inspection minutes;
- Self-assessment tax declaration (VAT and corporate income tax) with confirmation from the tax authority regarding the submission date;
- Documents proving that the bidder has declared tax settlement electronically;
- Confirmation document from the tax management agency (confirming the annual amount paid) regarding tax obligations;
- Audit report (if any);
- Other documents.

SCOPE OF WORK USING SUB-BIDDERS⁽¹⁾*(only applicable to related services)*

No.	Sub-bidder name ⁽²⁾	Scope of work ⁽³⁾	Work volume ⁽⁴⁾	Value % estimated ⁽⁵⁾	Contract or agreement with Sub-bidder ⁽⁶⁾
1					
2					
3					
4					
...					

Notes:

(1) In case Sub-bidders are used for performing related services, fill in according to this Form. For bidding packages of projects in the fields of science, technology, innovation, and digital transformation organized for domestic bidding, domestic bidders may use foreign Sub-bidders for specific parts of the work that domestic bidders cannot perform or require technology transfer as stipulated in Clause 4, Article 11 of the Bidding Law.

(2) The bidder shall specify the Sub-bidder's name. If the Sub-bidder's identity is not clearly determined when participating in the bid, it is not required to declare in this column, but only in the "Scope of work" column. If the bidder wins the bid, when mobilizing Sub-bidders to perform the declared work, approval from the Procuring entity is required..

(3) The bidder shall specify the name of the work item for the Sub-bidder.

(4) The bidder shall specify the work volume for the Sub-bidder.

(5) The bidder shall specify the percentage (%) of work undertaken by the Sub-bidder compared to the bid price.

(6) The bidder shall specify the contract number or agreement document and attach copies of these documents in the Bidding Documents; if the Sub-bidder's name is not determined, leave this column blank..

**LIST OF SUBSIDIARIES, MEMBER COMPANIES UNDERTAKING PART OF
THE BID PACKAGE WORK**

(1)

No.	Name of subsidiary, member company ⁽²⁾	Work undertaken in the bid package ⁽³⁾	Value % compared to bid price ⁽⁴⁾	Notes
1				
2				
...				

Notes:

(1) If the bidding bidder is a parent company (e.g., a General Corporation) mobilizing subsidiaries or member companies to perform part of the bid package work, it must be declared specifically in this table. The evaluation of the bidder's experience shall be based on the value and volume undertaken by the parent company, subsidiaries, and member companies in the bid package. If the bidding bidder is not a parent company, this Form shall not apply.

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

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

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

SUPPLY SCHEDULE TABLE(*)

The bidder proposes a supply schedule that complies with the requirements of the Procuring entity

No.	List of Goods	Unit	Quantity	Project Location	Delivery Date		
					Earliest Delivery Date [indicate number of days: from the contract effective date or from the date the Procuring entity requests delivery for cases of multiple deliveries]	Latest Delivery Date [indicate number of days: from the contract effective date or from the date the Procuring entity requests delivery for cases of multiple deliveries]	Delivery Date Proposed by Bidder [indicate number of days: from the contract effective date or from the date the Procuring entity requests delivery for cases of multiple deliveries]
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1							
2							
3							
...							

Notes:

(*) Goods must be delivered within the period specified in the Bidding Documents. If the bidder proposes an earlier delivery date than the earliest delivery date, it will not be given priority and will not be disqualified, unless the technical requirements specify otherwise. If the bidder proposes a delivery date later than this period, the bidder's Bid Submission will be disqualified.

BIDDER'S PROPOSAL FOR GOODS

No.	List of Goods	Model/Code	Brand	Year of Manufacture	Origin (country, territory)	Manufacturer	Basic Configuration and Technical Features	Unit	Quantity	HS Code
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
1	Goods Item 1									
2	Goods Item 2									
...										
n	Goods Item n									

Notes:

- Column (3), (4), (5), (6), (7), (8): If the bidder does not specify the model/code, brand, origin, or manufacturer, the bidder's Bid Submission will not be considered or evaluated;

Example: if the bidder declares in this Form Model/Code: "as per technical proposal"; brand: "as per Bid Submission", origin: "as per technical proposal" ... then the bidder's Bid Submission will not be considered or evaluated.

If the goods have no model/code, the bidder shall write "N/A" in column (3). If the manufacturer has a model/code but the bidder writes "N/A", the Bid Submission will not be considered or evaluated.

- The bidder's proposal in this Form will be extracted to Form 12

BID PRICE SUMMARY TABLE

No.	Content	Bid Price
1	Goods manufactured and processed domestically	(M1) <i>[Extracted from Form 12]</i>
2	Goods manufactured and processed abroad, imported and currently offered for sale in Vietnam	(M2) <i>[Extracted from Form 12]</i>
3	Goods manufactured and processed abroad and to be imported into Vietnam	(M3) <i>[Extracted from Form 12]</i>
4	Related services	(M2) <i>[Extracted from Form 12]</i>
	Total bid price <i>(Transferred to bid form)</i>	(M1) + (M2) + (M3) + (I)

GOODS BID PRICE TABLE
(applicable for lump sum contract)

I. Goods manufactured or processed in Vietnam

No.	List of goods	Code	Brand	Year of manufacture	Country of origin (country, territory)	Manufacturer	Configuration, basic technical features	Unit	Quantity [state according to scope of supply]	HS Code	EXW Unit Price	Price EXW	Transportation, insurance, and other services costs (including VAT) to transport goods to the project site	Total amount excluding special consumption tax (if any), VAT	Special consumption tax (if any), VAT payable if the bidder is awarded the contract	Total amount including special consumption tax (if any), VAT
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)=(10)x(12)	(14)	(15)=(13)+(14)	(16)	(17)=(15)+(16)
Total														(M*)		(M1)

Note:

The bidder shall fill in this table in accordance with the List of Goods specified in Form No. 01A

For Column (3), (4), (5), (6), (7), (8), (9), (10): The bidder shall fill in accordance with the technical proposal

For column (11): If the bidder knows the HS code of the goods, the bidder shall list it; if the bidder does not know the HS code, leave it blank.

Total amount (M*) excluding special consumption tax (if any), VAT is the basis for comparison and ranking of bidders. The amount of special consumption tax (if any), VAT (column 16) will not be considered in the evaluation for comparison and ranking of bidders. The proposed winning bid price and contract price must include the amount of special consumption tax (if any), VAT.

II. Goods manufactured or processed abroad, imported and offered for sale in Vietnam

No.	List of goods	Code	Brand	Year of manufacture	Country of origin (country, territory)	Manufacturer	Configuration, basic technical features	Unit	Quantity	HS Code	Unit price including import-related taxes, fees, and charges	Import-related taxes, fees, and charges per unit of goods	Unit price excluding import-related taxes and fees	Price per item excluding import-related taxes, fees, and charges	Transportation, insurance, and other services costs (including VAT) in Vietnam to transport goods to the project site	Total amount excluding import-related taxes, fees, and charges, special consumption tax (if any), VAT	Import-related taxes, fees, and charges per item	Special consumption tax (if any), VAT	Amount including taxes, fees, charges related to import, special consumption tax (if any), VAT
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14) = (12) - (13)	(15) = (10) x (14)	(16)	(17) = (15) + (16)	(18) = (10) x (13)	(19)	(20) = (17) + (18) + (19)
Total																(M*)			(M2)

Notes:

The bidder shall fill in this table in accordance with the Goods List specified in Form No. 01A

For Columns (3), (4), (5), (6), (7), (8), (9), (10): The bidder shall fill in accordance with the technical proposal

For column (11): If the bidder knows the HS code of the goods, the bidder shall list it; if the bidder does not know the HS code, leave it blank.

Amount (M*) excluding taxes, fees, charges related to import, special consumption tax (if any), VAT is the basis for comparison and ranking of bidders. The value of taxes, fees, charges related to import (column 18) and special consumption tax (if

any), VAT (column 19) will not be considered in the evaluation process for bidder comparison and ranking. The winning bid price and contract price must include the value of taxes, fees, charges related to import, special consumption tax (if any), VAT

III. Goods manufactured, processed abroad and to be imported into Vietnam

No	Goods List	Code	Brand	Year of Manufacture	Origin (country, territory)	Manufacturer	Basic configuration, technical features	Unit	Quantity	HS Code	CIF Unit Price (Unit price to the destination specified in ITB 13.6 (b) (i))	CIF Price $(13) = (10) \times (12)$	Transportation, insurance, and other service costs (including VAT) in Vietnam to deliver goods to the project site	Amount excluding taxes, fees, charges related to import, special consumption tax (if any), VAT	Taxes, fees, charges related to import, special consumption tax (if any), VAT	Amount including taxes, fees, charges related to import, special consumption tax (if any), VAT
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)
														$(15) = (13) + (14)$		$(17) = (15) + (16)$
Total																
														(M^*)		$(M3)$

The bidder shall fill in this table in accordance with the Goods List specified in Form No. 01A

For Columns (3), (4), (5), (6), (7), (8), (9), (10): The bidder shall fill in accordance with the technical proposal

For column (11): If the bidder knows the HS code of the goods, the bidder shall list it; if the bidder does not know the HS code, leave it blank.

Amount (M^*) excluding taxes, fees, charges related to import, special consumption tax (if any), VAT is the basis for comparison and ranking of bidders. The value of taxes, fees, charges related to import (column 18) and special consumption tax (if any), VAT

PRICE TABLE FOR SPARE PARTS AND REPLACEMENT MATERIALS
(Applicable in cases where the bidder proposes them)

No.	Category	Unit	Quantity	Code, Brand, Manufacturer, Origin	Supplier	Unit Price	Total Amount (column 4x7)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Total <i>(The value in this table is not carried over to the total bid price summary table)</i>							

Note:

- The bidder shall fill in columns (1) to (8). The bidder must propose and bid for spare parts and replacement materials as instructed in ITB 15.10 and Section 4 of Chapter III.
- The total cost of the above spare parts and replacement materials will be added to the bidder's bid price for the purpose of evaluating Bids, ranking bidders, and serving as the basis for the Procuring entity to procure during contract execution. The bidder is responsible for supplying spare parts and replacement materials according to their commitment at a price not exceeding the proposed price in this Table during contract execution.

PRICE TABLE FOR SPARE PARTS AND REPLACEMENT MATERIALS

(Appli cable in ca ses where the Procuring entity requests)

Not required

Form No. 15A

LIST OF GOODS ELIGIBLE FOR PREFERENCE⁽¹⁾

The bidder shall only be entitled to preferences for items declared in the table below. If the bidder does not check the box, they will not be entitled to the preference for this item.

No.	Goods Name	Origin [Specify country, territory, code, brand, manufacturer]	Goods with domestic production cost of 30% or more		Goods from production facilities employing 50% or more disabled persons, war invalids, ethnic minorities, with employment contracts for a duration of 03 months or more, and valid at the bid closing date	Goods are innovative products of their own as stipulated in Clause 4, Article 6 of Decree No. 214/2025/ND-CP for which the product is manufactured for the first time and meets market entry conditions within the last 6 years; products specified in point i, clause 1, Article 10 of the Bidding Law	Declare domestic costs	
			Domestic production cost ratio below 50%	Domestic production cost ratio above 50%			According to Form 15B	According to Form 15C
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1	Goods No. 1		☐	☐	☐	☐	☐	☐
2	Goods No. 2		☐	☐	☐	☐	☐	☐
...	...							
n	Goods No. n		☐	☐	☐	☐	☐	☐

Notes:

(3), (4), (5), (6): The bidder shall tick the corresponding box for each type of goods.

(7), (8): For goods with a domestic production cost of 30% or more, the bidder shall choose to declare the domestic production cost according to Form No. 15B (case of declaring imported costs) or Form No. 15C (case of declaring production costs in Vietnam).

DECLARATION FORM FOR DOMESTIC PRODUCTION COSTS OF GOODS ELIGIBLE FOR PREFERENCE
(case of declaring imported costs)

No.	Goods Name	Bid price of goods in BID	Value of various taxes	Declaration of imported costs	Domestic production cost	Percentage of cost of domestic production
		(I)	(II)	(III)	$G^* = (I) - (II) - (III)$	$D(\%) = G^*/G$ Where $G = (I) - (II)$
	(1)	(2)	(3)	(4)	(5)	(6)
1	Goods No. 1					
2	Goods No. 2					
...	...					
n	Goods No. n					

DECLARATION FORM FOR DOMESTIC PRODUCTION COSTS OF GOODS ELIGIBLE FOR PREFERENCE⁽¹⁾
(case of declaring production costs in Vietnam)

No.	Goods Name	Bidder is a commercial bidder		Bidder is a manufacturer	Domestic production cost	Percentage of cost of domestic production	
		Bid price of goods (I)	Value of various taxes ⁽²⁾ (II)			Bidder is a commercial bidder	Bidder is a manufacturer
	(1)	(2)	(3)	GEx-factory price (EXW price) of goods (G) (4)	G*	$D(\%) = G^*/G$ Where $G = (I) - (II)$	$D(\%) = G^*/G$
1	Goods No. 1				(5)	(6)	(7)
2	Goods No. 2						
...	...						
n	Goods No. n						

Section 2. TECHNICAL REQUIREMENTS

Chapter V. TECHNICAL REQUIREMENTS

Section I. Technical Requirements

1. General introduction to the project/procurement plan, bid package:

- Bid package name: Bid Package No. 3: Investment in procurement of 01 used Azimuth tugboat, with capacity from 5,000HP and above;
- Project name: Investment in procurement of 01 used Azimuth tugboat, with capacity from 5,000HP and above;
- Procuring entity: Tan Cang Maritime Services Joint Stock Company;
- Funding source: 55% company equity and 45% commercial bank loans;
- Form, method of bidder selection: Open bidding international, offline bidding, one stage one bid envelope;
- Contract type: Lump sum.
- Implementation time of the package: 120 days.
- Implementation location: Tan Cang Maritime Services Joint Stock Company. Address: No. 1295B Nguyen Thi Dinh, Cat Lai Ward, Ho Chi Minh City, Vietnam.

2. Technical requirements of the package:

2.1. General technical requirements:

- The operating Azimuth tugboat must fully comply with the Classification Rules and Steel Ship Construction - Technical Regulations of the International Association of Classification Societies (IACS).
- Goods supplied for the package must ensure normal operation, have a clear and legal origin, and include full documentation and technical data approved by the Classification Society.
- All equipment and machinery installed on the vessel must be in good working condition, synchronized, and must have related user manuals written in English or the language of the shipbuilding country (local language) and must have a translation into English.
- Any replaced or modified equipment must be appraised and approved by the Classification Society.
- Bid goods must have catalogue or manufacturer's (manufacturer's) technical documentation or authorized sales agent's documentation or other equivalent documents to prove that the bid goods meet the technical requirements of the Bidding Documents; Catalogue, or technical documentation used in English or

tVietnamese; If these documents are in another foreign language, a translation must be attached English and the bidder is responsible for the accuracy of the translation. The translation can be a full document translation or a summary of the content, but must demonstrate that the goods fully meet the requirements in Chapter V of the Bidding Documents. If the catalogue does not contain complete specifications as required by the Bidding Documents, the bidder must provide confirmation of technical specifications from the manufacturer (manufacturer) or authorized sales agent, or other equivalent documents to prove it.

2.2. Detailed technical requirements:

Any brand, trademark/model (if any) in the detailed technical specifications table below is for illustration of minimum quality standards and technical features required. The bidder may choose to bid for goods of suitable origin, manufacturer, brand, and model based on supply conditions, but must ensure that the technical standards, technical characteristics, and usage features are "equivalent" or "superior" to the minimum requirements. A summary of the goods' technical specifications and related services must comply with the following technical specifications and standards:

No.	Detailed content
I	General information on the purchase of 01 used Azimuth tugboat with the following basic requirements:
	- Vessel class: VRH (Vietnam Sea Area) - Vessel age not exceeding 15 years as of delivery date of the vessel, operating hours not exceeding 25,000 hours. - Vessel designed for towing or pulling offshore structures. - Vessel type: Azimuth Stern Drive tugboat (Z-DRIVER; Pusher Tugs) with Azimuth propulsion system at the stern. - Hull material: Steel - Design speed at 100% load greater than 10 knots (according to the Sea Trial document approved by the Classification Society). - The vessel must be equipped with system electrical according to the vessel's design documentation, - The vessel is designed with complete living quarters for the crew, life rafts and fire-fighting equipment according to the minimum safety manning standards. - The fire-fighting system is fully arranged according to the rules of International Association of Classification Societies.

	- The main steering system and the emergency steering system are operational - The equipment arranged on board must satisfy the regulations of International Association of Classification Societies. - Design dossiers, documents, or documents for modification purposes must be appraised and accepted by the classification society. - Technical documents and operating manuals are written in English.
II	Basic hull dimensions
	- Maximum length: $\geq 24.0\text{m}$ - Maximum beam: $\geq 8.0\text{m}$ - Average draft at full load: $\leq 5.0\text{m}$
III	Operational status and legal compliance: Vessel documents, Classification
	- The actual technical condition of the hull and deck equipment must comply with International Association of Classification Societies. - Vessel designed for towing or pushing other vessels (using a robust bow or bow with a strong structural design). - Vessel stability according to the document issued to the Captain approved by the Classification Society. - The bow deck is wide and flat, non-slip, easy for mooring operations or easy to approach small vessels, sspecialized barges, drilling rigs. (Mooring bollard at the bow is at a distance of $\geq 2,4\text{m}$) - The radar mast and structures behind the cabin must be arranged so as not to obstruct the operator's rear view. - The engine room is arranged to be well-ventilated and equipped with a forced ventilation system. - Winch system: The vessel is equipped with a hydraulic system (bow winch, stern winch, and towing hook). Winch control system is direct at the winch and indirect at the wheelhouse bridge.
IV	Selection of main engine power.
	- Main engines are from manufacturers such as: Niigata, Yanmar, Cummins, Caterpillar, Wartsila, or engines produced in OECD countries. - Power of each main engine from 2.500 HP and above

	- Main engines are equipped with turbochargers. - Starting system by compressed air, or electric. - The propulsion system (main engine, clutch, propeller assembly) is equipped synchronously. - The drive shaft bearings are lubricated with grease, or lubricated with oil from the main engine system, or oil from the clutch system - Clutch designed synchronously with the main engine: Wet multi-plate clutch, or dry multi-plate clutch. - Control system is operational - Protection alarm system is operational - Main engine and its auxiliary systems are operational
V	Selection of propeller
	- Propeller shaft system from Niigata, Schottel, or manufacturers produced in OECD countries. - Control system: electro-hydraulic - The profile and dimensions of the propeller are according to the design documentation and are free from defects. - Propeller type: Fixed Pitch Propeller (FPP). - Propeller/fan assembly type with shaft: keyless assembly. - Flow duct intact, (or repaired/replaced but certified by competent authority when repairing to fix defects)
VI	Control system: - Cockpit control: 0-180 degrees, or from 0-360 degrees. Following steering modes comply with design standards.
VII	Diesel generator engine
	- Generator engines from manufacturers such as: Yanmar, Cummins, Daewoo, Caterpillar, Volvo penta, Jonh deere, Doosan or manufacturers produced in OECD countries. - Power of each generator from 100 kVA upwards - 3-Phase generator: 440/225VAC 380/225VAC, 225VAC. Power from 100-200 Kva. Frequency 50/60Hz. - Technical specifications must be clearly and fully displayed on the machine body. (Labels on the diesel engine are intact) - Alarm and protection parameters are operating

VIII	Auxiliary equipment
	Auxiliary equipment: equipped in accordance with design documentation
IX	Mooring and winch system
	- Winch and mooring winch system: Hydraulic winch system. - Control system: Electric - Hydraulic. - Control location: Direct control at the winch, and indirect control in the driver's cabin. - The structure of the winch unit is designed with a pulling force from 50 tons upwards.
X	Radio navigational equipment
	Communication equipment: - Fully equipped according to the list specified for the vessel class being maintained. - Equipment is operating and within its inspection period.
XI	Life-saving appliances/equipment
	- Equipment is equipped according to the classification society rules for the vessel class. - Life rafts within inspection period: Information on life rafts matches vessel documentation. - Life jackets are equipped according to the vessel's manning scale.
XII	Firefighting equipment (equipped according to vessel class)
	- Fire fighting schematic approved by the classification society. - Onboard firefighting equipment is arranged according to the fire schematic. - Equipment (hoses, nozzles in a state of being operational) - Portable and mobile fire extinguishers are undamaged and fully arranged according to classification society rules. - Fire detection system: arranged in accordance with the classification society rules for the vessel class. - Fire pump: Operating. - Water firefighting system: FiFi. Operational.

	- Chemical firefighting system (foam pump system) - Pump type: Kcentrifugal
XIII	Arrangement of living and working areas
	✓ Living and working areas: are arranged according to design documentation.

- **Origin of goods:** OECD countries.

***Notes:** The bidder must clearly state and fully match the corresponding technical specifications for each item in the catalogue/brochure or technical document attached.

2.3. Other requirements.

2.3.1. Bid price:

Bid price offered by the bidder must include all taxes, fees, charges (if any) applied at the tax rates, fee rates, charge rates at the time 28 days prior to the bid closing date and based on the delivery terms stated in Section 13.5 of the ITT. (including VAT, fees, charges, shipping costs, insurance, registration, inspection, other surcharges (if any)), the bidder shall quote the price for each item specified in Form No. 12, Chapter IV.

2.3.2. Related Services:

The Bidder shall be responsible for performing all necessary related services to ensure the Goods are put into lawful use in accordance with the law. Related services include, but are not limited to, registration procedures

, inspection, and other fees, charges, surcharges as stipulated by the competent authorities.

The aforementioned registration, inspection costs, fees, charges, and related surcharges have been included in the package price, all costs related to these services must be fully calculated by the Bidder in the bid price; the Procuring entity shall not pay any additional costs beyond the signed contract price, unless otherwise agreed in writing by the parties.

Section II. Drawings

No drawings.

Section III. Inspection and Testing

- In case the bidder is evaluated as meeting the requirements of the ITT and ranked first. The Procuring entity will inspect the actual operating condition of the equipment, the vehicle's features, stability, and capacity in accordance with the Bidding Documents before approving the bidder selection results. The Bidder is

responsible for arranging the vessel for the Procuring entity to directly inspect and evaluate. The inspection costs shall be borne by the Procuring entity. If the actual inspection process does not meet the quality requirements of the ITT, the bidder will be disqualified, and the Procuring entity will proceed to consider the next ranked bidder.

- At the time of goods delivery, the Procuring entity shall inspect and test the entire vessel and equipment with all required and valid certificates. If the goods do not meet the technical requirements, the Procuring entity has the right to refuse acceptance.

Section 3. CONTRACT CONDITIONS

Chapter VI. GENERAL CONDITIONS OF CONTRACT

1. Definitions	In this Contract, the following terms shall be understood as follows: 1.1. “Procuring entity” means the organization specified in GCC; 1.2. “Contract” means the agreement between the Procuring entity and the Bidder, expressed in writing, signed by both parties, including appendices and accompanying documents; 1.3. “Bidder” means the successful bidder (which may be an single entity or a joint venture) and is specified in GCC; 1.4. “Sub-bidder” means an organization or individual who signs a contract with the Bidder to participate in the performance of related services; 1.5. “Contract Documents” means the documents listed in the Contract, including any amendments or supplements to the Contract; 1.6. “Contract Price” means the value stated in the contract between the Procuring entity and the Bidder, which is the total amount stated in the contract for the supply of Goods and Related Services. The Contract Price includes all taxes, fees, and charges (if any); 1.7. “Day” means calendar day; “Year” means 365 days; 1.8. “Goods” includes machinery, equipment, raw materials, fuel, materials, supplies, spare parts; products; vehicles; consumables; chemicals, testing supplies, medical equipment; commercial software.; 1.9. “Related Services” include services such as installation, maintenance, repair, initial repair, installation insurance, repair insurance, or provision of other after-sales services such as training, technology transfer...; 1.10. “Completion” means the Bidder's completion of the Related Services in accordance with the terms and
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	conditions stipulated in the Contract; 1.11. "Project Site" means the site specified in General Conditions. 1.12. "Contract Performance Period" shall be calculated from the effective date of the contract until the parties have fulfilled their obligations under the signed contract.
2. Documents and order of priority	2.1. All documents stipulated in Section 2.2 General Conditions (including parts thereof) shall constitute the Contract and shall form a single, mutually supplementary and explanatory unit. 2.2. The documents constituting the Contract shall be arranged in the following order of priority: a) Contract agreement, together with contract appendices; b) General Conditions of the contract, fully completed and including any amendments, supplements, clarifications made during the bidder selection, contract negotiation, and contract finalization process (if any); c) Minutes of contract negotiation (if any), contract finalization; d) General Conditions of the contract; d) Decision approving the results of bidder selection; e) Letter of Acceptance of Bid Documents and contract award; g) Bid Documents and any clarification documents for Bid Documents (if any) of the Bidder; h) Request for Proposal Documents and any amendments, clarifications Request for Proposal Documents (if any); i) Other documents stipulated in General Conditions. 2.3. Contract documents are part of the contract dossier stipulated in Article 65 of the Law on Bidding and are digitally signed by the parties to form an electronic contract including: a) Contract agreement; b) Particular Conditions of the contract, fully completed and including any amendments, supplements, and clarifications

	made during the bidder selection process; c) Contract appendices including a detailed list of scope of work, price schedule, implementation progress (if any); d) Other documents (if any).
3. Governing Law and Language	The law governing the contract shall be Vietnamese law, and the language of the contract stipulated in General Conditions
4. Notices	4.1. Any notice by one party to the other concerning the contract shall be in writing, addressed to the address stipulated in General Conditions. The term “in writing” means communication in written form and evidenced by receipt of such communication. 4.2. A notice shall be deemed to have been given when it is received by the other party, or on the effective date stated in the notice, whichever is later.
5. Performance Security	5.1. The Performance Security shall be submitted to the Procuring entity no later than the date stipulated in the Letter of Acceptance of Bid Documents and contract award. The Performance Security shall be provided in one or more of the following forms: a) Deposit by certified check or cash payment or bank transfer to the Procuring entity's account for performance security with a value of less than VND 50 million and the validity period of the certified check is consistent with the bidding package implementation period; b) Submission of a guarantee letter from a domestic credit institution, or a branch of a foreign bank established in accordance with Vietnamese law; c) Submission of an insurance guarantee certificate from a domestic non-life insurance enterprise, or a branch of a foreign non-life insurance enterprise established in accordance with Vietnamese law. Performance security in accordance with point b and point c of clause herein is an unconditional guarantee (payment upon demand), in the form prescribed in Section 4 or another form approved by the Procuring entity.

	5.2. The performance security shall have the value and validity stipulated in GCC. 5.3. The performance security shall be paid to the Procuring entity to compensate for any loss arising from the Bidder's failure to fulfill its contractual obligations. 5.4. The period for returning the performance security shall be in accordance with GCC.
6. Contract Signing Sub-bidder	6.1. The Bidder may enter into contracts with Sub-bidders from the list of Sub-bidders specified in GCC to perform the related services mentioned in Bidding Documents. The use of Sub-bidders shall not alter the Bidder's obligations. The Bidder shall be responsible to the Procuring entity for the quantity, quality, progress, and other obligations for the work performed by the Sub-bidder. The replacement or addition of Sub-bidders in the list of Sub-bidders mentioned in Bidding Documents or changes to the subcontracted content mentioned in Bidding Documents shall only be made with the Procuring entity's approval; the use of Sub-bidders must be consistent with the Bidder's needs in performing the contract, and Sub-bidders must meet the Bidder's requirements for qualification and experience. 6.2. The Bidder is responsible for paying the Sub-bidder in full and on time according to the terms agreed between the Bidder and the Sub-bidder.
7. Dispute Resolution	7.1. The Procuring entity and the Bidder shall be responsible for resolving disputes arising between the two parties through negotiation and conciliation. 7.2. If disputes cannot be resolved by negotiation and conciliation within the period specified in GCC from the date of dispute occurrence, either party may request that the dispute be resolved according to the mechanism stipulated in GCC.
8. Scope of Supply	The Goods and Related Services shall be supplied in accordance with Chapter V.
9. Delivery	The Delivery Schedule and Schedule of Completion of

Schedule, Schedule of Completion of Related Services (if any) and Documents	Related Services (if any) shall be carried out in accordance with Form No. 01A (for lump sum contracts) and Form No. 01B Chapter IV. The Bidder shall provide invoices, vouchers, and other documents as stipulated in GCC .
10. Bidder's Responsibilities	The Bidder shall supply all Goods and Related Services (if any) within the scope of supply specified in Section 8 SCC and according to the delivery schedule and schedule of completion of related services specified in Section 9 SCC.
11. Contract Type and Contract Price	11.1. Contract Type: as stipulated in GCC. 11.2. The Contract Price stipulated in GCC is the total cost to complete the supply of Goods and Related Services for the package specified in the Contract Price Schedule, based on ensuring progress and quality according to the requirements of the package.
12. Taxes, Fees, and Charges	12.1. If the goods are manufactured abroad, the Bidder shall be responsible for all costs of foreign taxes, fees, and charges. 12.2. In case the goods are manufactured domestically, the Bidder shall be responsible for all costs of taxes, fees, and charges incurred until the goods are delivered to the Procuring entity. 12.3. In case the Bidder is eligible for tax, fee, or charge exemption or reduction, the Procuring entity shall facilitate the Bidder to the maximum extent possible to apply the tax, fee, or charge exemption/reduction policies. 12.4. Tax adjustments shall be made in accordance with the provisions of GC. 12.5. In case the bidder is a foreign bidder and incurs bidder taxes in Vietnam, the payment of foreign bidder tax shall be made in accordance with the provisions of GC
13. Advance Payment	13.1. The Procuring entity shall provide the Bidder with an advance payment as stipulated in GC , after the Bidder submits an Advance Payment Guarantee equivalent to the advance payment amount. The Advance Payment Guarantee must be issued by a credit institution domestic

	or a branch of a foreign bank established in accordance with Vietnamese law. 13.2. The Bidder shall only use the advance payment for the performance of the Contract. The Bidder must demonstrate that the advance payment has been used for the correct purpose and recipient by submitting copies of invoices, vouchers, or related documents to the Procuring entity.
14. Payment	14.1. The Bidder's payment request must be submitted to the Procuring entity in writing, accompanied by invoices describing the delivered goods and related services performed, along with payment documents as stipulated in Section 9 GC and submit the payment request upon completion of other obligations stipulated in the contract. 14.2. Payment shall be made in accordance with the provisions of GC. 14.3. The currency of payment shall be the currency specified in the Bidding Documents and the Bidder's Bid.
15. Copyright	Copyright for all drawings, documents, and records containing information and data submitted by the Bidder to the Procuring entity shall remain with the Bidder. In cases where such drawings, documents, and records are provided to the Procuring entity directly or through the Bidder by a third party, the copyright for such drawings, documents, and records shall belong to that third party.
16. Use of Contract-Related Documents and Information	16.1. The Procuring entity and the Bidder shall keep confidential any documents, data, or other information related to the contract provided by one party directly or indirectly to the other, and shall not disclose such documents, data, or information to any third party without the written consent of the other party, regardless of whether such documents, data, or information were provided before, during, or after the completion or termination of the contract. The Bidder may transfer to a Sub-bidder any relevant documents, data, and information provided by the Procuring entity for the Sub-bidder to perform its work under the contract; in such cases, the Sub-bidder must

	provide a commitment to the Bidder regarding the confidentiality of such documents, data, or information. 16.2. The Procuring entity shall not use any other documents, data, and information received from the Bidder for any purpose other than that related to the contract. The Bidder shall not use any other documents, data, and information received from the Procuring entity for any purpose other than that related to the performance of the contract. 16.3. The obligations of the Procuring entity and the Bidder stipulated in Section 16.1 and Section 16.2 GC do not apply to the following information: a) Information that the Procuring entity or the Bidder needs to provide to the competent authority; b) Information that is or will be published without fault of the Procuring entity or the Bidder; c) Information that is owned by one party at the time of disclosure and was not previously provided directly or indirectly by the other party; d) Information that a party lawfully receives from a third party not under an obligation of confidentiality. 16.4. Provisions of Section 16 General Conditions shall not alter any confidentiality undertaking made by a party prior to the date of the Contract relating to the supply of Goods, Services. 16.5. Provisions of Section 16 General Conditions shall continue in force after the completion or termination of the Contract for any reason whatsoever.
17. Specifications and Standards	The Goods and related Services to be supplied under the Contract shall conform to the specifications and standards set forth in Chapter V; if Chapter V does not specify any applicable specification or standard, then they shall conform to equivalent or higher specifications and standards than the current standards in the country or territory of origin of the Goods.
18. Packaging of	18.1. The Bidder shall package the Goods as required to

Goods	prevent damage during transit to the Project Site as provided in the Contract. During transit, the packaging of the Goods shall be sufficiently strong to withstand rough handling, extreme temperatures, salt water, rain, and exposure to weather. The dimensions and weight of each package shall take into account transport conditions such as distance, means of transport, and infrastructure conditions... from the point of origin to the Project Site. 18.2. The packaging, marking of the Goods, and the documents inside and outside each package shall comply with the specific requirements in the Contract, including any requirements (if any) set forth in the GCC and other instructions of the Procuring entity.
19. Insurance	Unless otherwise provided in the GCC, the Goods supplied under the Contract shall be fully insured for any loss or damage that may occur during production or receipt, transit, storage, and delivery as provided in the GCC.
20. Transport and Ancillary Services	20.1. Requirements for the transport of Goods and other requirements set forth in the GCC, the responsibility for transporting the Goods shall be in accordance with the delivery terms under Incoterms. 20.2. The Procuring entity may require the Bidder to provide one or more of the following services, including any services (if any) provided for in the GCC: a) Carry out the installation or supervise the installation at the site, and the commissioning of the Goods; b) Provide the necessary tools for assembly, maintenance of the Goods; c) Provide detailed operating and maintenance manuals for each type of Goods; d) Operate or supervise or maintain and repair the Goods for a period agreed by the Parties, provided that this service shall not relieve the Bidder from any warranty obligations under this Contract; e) Train the Procuring entity's personnel on how to install, commission, operate, maintain, and repair the Goods.

	20.3. In case of services arising outside the Contract, the Procuring entity and the Bidder shall negotiate the cost of performing the services, ensuring it does not exceed the price that the Bidder applies for similar services in other contracts.
21. Inspection and Testing of Goods	21.1. Inspection and testing of the Goods shall be carried out in accordance with the provisions of the GCC 21.2. Inspection and testing may be conducted at the Bidder's premises or other premises at the point of delivery, and/or the Project Site or any other location as specified in the GCC. Pursuant to Section 21.3 GC, if conducted at the Bidder's premises or other facilities, the inspecting officer must be provided with all necessary means and support, including access to drawings and production data; the Procuring entity shall not bear any costs for these means and support. 21.3. The Procuring entity or its representative shall have the right to attend the testing and inspection sessions specified in Section 21.2 DKC, provided that the Procuring entity bears all incurred costs related to attendance, including travel and accommodation expenses. 21.4. Before conducting inspection and testing, the Bidder shall notify the Procuring entity of the location and time of the inspection and testing. In cases where the Procuring entity's participation in inspection and testing requires the approval of a third party or manufacturer, the Bidder must obtain written consent from these relevant parties. 21.5. The Procuring entity may request the Bidder to conduct off-contract testing and inspection that is necessary to confirm that the Goods have technical characteristics and performance meeting the contract requirements, provided that reasonable costs for conducting such testing and inspection are added to the contract price. If the testing and inspection cause delays in production and/or the Bidder's other contractual obligations, the Procuring entity shall consider adjusting the delivery date, service completion date, and other affected obligations.

	21.6. The Bidder shall submit to the Procuring entity reports of the results of all tests and inspections. 21.7. The Procuring entity has the right to reject any Goods or parts thereof that do not meet the requirements during inspection and testing sessions or are not in conformity with the contract's technical specifications. The Bidder shall replace them with other Goods or parts thereof or make necessary adjustments to comply with the contract's technical specifications and shall bear all costs associated with such replacement or adjustment. The Bidder shall then conduct re-inspection and re-testing, bear all incurred costs, and notify the Procuring entity as stipulated in Section 21.4. ĐKC. 21.8. The Bidder's performance of testing and inspection of Goods or parts thereof, the Procuring entity's or its representative's attendance at testing and inspection sessions, or the reporting of test and inspection results as stipulated in Section 21.6 ĐKC, does not exempt the Bidder from its warranty obligations or other contractual obligations.
22. Penalties and Damages	Contractual penalties and damages shall be governed by ĐKCT .
23. Warranty	23.1. The Bidder warrants that the Goods supplied conform to the proposal submitted. 23.2. The Bidder warrants that the Goods shall be free from defects arising from any act or omission of the Bidder, or from design, materials, or manufacturing process when the Goods are used normally under common conditions in Vietnam. 23.3. Warranty requirements for Goods as stipulated in ĐKCT. 23.4. In case of discovering defects in the Goods, the Procuring entity shall promptly notify the Bidder, accompanied by supporting documentation. The Procuring entity shall facilitate the Bidder's inspection of such defects. 23.5. Upon receiving the Procuring entity's notification of

	defective Goods, the Bidder shall promptly repair or replace the defective Goods within the period specified in ĐKCT and shall bear all repair and replacement costs. 23.6. If, after being notified, the Bidder fails to repair the defects of the Goods within the period specified in ĐKCT, the Procuring entity may proceed with the repair itself (if necessary). The Bidder shall bear all associated risks and costs. The Procuring entity's self-repair of Goods defects shall not affect the Procuring entity's other rights against the Bidder under the contract.
24. Patent Infringement Indemnity	24.1. Provided that the Procuring entity complies with Clause 24.2 GC, the Bidder shall indemnify and hold harmless the Procuring entity and its personnel from and against any and all suits, proceedings, claims, demands, losses, damages, costs, including attorney's fees, for infringement or alleged infringement of any patent, utility model, industrial design, trademark, copyright or other intellectual property rights registered or existing on the date of contract, arising from or relating to: a) The installation of the Goods by the Bidder or the use of the Goods in Vietnam; b) The sale of products manufactured from the Goods. The foregoing indemnity shall not apply to any use of the Goods or any part thereof other than for the purpose stated in the contract or arising reasonably from the contract; or any infringement due to the use of the Goods or any part thereof, or any product manufactured from the Goods in combination with other equipment, plant or materials not supplied by the Bidder under the contract. 24.2. In the event of any suit or claim against the Procuring entity concerning matters specified in Clause 24.1 GC, the Procuring entity shall promptly notify the Bidder. The Bidder may, in the Procuring entity's name, defend or compromise such suit or claim and shall be responsible for all related costs. 24.3. If the Bidder fails to notify the Procuring entity of its intention to defend or compromise such suit or claim within

		28 days of receiving the Procuring entity's notification, the Procuring entity shall defend or compromise the same itself. 24.4. If requested, the Procuring entity shall assist the Bidder in defending or compromising such suit or claim and shall be reimbursed by the Bidder for all reasonable expenses incurred. 24.5. The Procuring entity shall indemnify and hold harmless the Bidder, its Sub-bidders, and their personnel from and against any and all suits, proceedings, claims, demands, losses, damages, costs, including attorney's fees, for infringement or alleged infringement of any patent, utility model, industrial design, trademark, copyright or other intellectual property rights registered or existing on the date of contract, arising from or relating to any design, data, drawings, specifications or other documents and records supplied or designed by the Procuring entity or on behalf of the Procuring entity.
25.	Legal Changes	Unless otherwise provided in the contract, within 28 days prior to the bidding closing date and thereafter, if any policy is issued, replaced, amended or declared invalid in Vietnam affecting the delivery date and/or contract price, the delivery date or contract price shall be adjusted to reflect the extent of the impact on the bidder in performing its obligations under the contract. Any increase or decrease in the contract price shall not be paid separately or recorded as a separate payable if such increase or decrease in the contract price has been provided for in Clause 11 GC.
26.	Force Majeure	26.1. The Bidder shall not be liable for forfeiture of its performance security, or be liable for damages or penalty or termination of contract if it is affected by Force Majeure events that hinder the progress of contract performance or make it impossible to perform contractual obligations. 26.2. In the event of Force Majeure, a party's failure to perform any of its obligations shall not be considered a breach or default of the Contract, provided that the party affected by the event: (a) has taken all reasonable, prudent and necessary preventive and alternative measures, all with

	the aim of enabling performance of the terms and conditions of this Contract, and (b) shall continue to perform its obligations to the extent that performance is reasonably practicable and possible. 26.3. In this contract, force majeure shall mean events beyond the control of the parties, which are unforeseeable, unavoidable, and make the performance of the contract impossible, not due to the negligence or inattention of the parties. Force majeure events may include, but are not limited to, war, riots, strikes, fires, floods, epidemics, quarantine due to health regulations, or state policies and regulations. 26.4. Upon the occurrence of a force majeure event, the party affected by the force majeure event shall promptly notify the other party in writing of such event and its cause within 14 days from the date of the force majeure event. Concurrently, the affected party shall provide the other party with a confirmation of the force majeure event issued by an authorized organization at the place where the force majeure event occurred. The Bidder affected by a force majeure event shall continue to perform its contractual obligations to the extent reasonably practicable and shall take all reasonable measures to mitigate the consequences of the force majeure event. 26.5. The time limit for a party to complete a task under this Contract shall be extended by a period equal to the time during which that party could not perform the task due to the force majeure event..
27. Amendments to the contract	27.1. The Procuring entity may request the Bidder to amend or supplement the following contents within the scope of the contract work: a) Changes to drawings, technological designs, or technical requirements for goods supplied under the contract that are custom-ordered for the Procuring entity; b) Changes to the method of transportation or packaging; c) Changes to the delivery location; d) Changes to related services. đ) Adjustment of the contract performance schedule as

stipulated in Section 28 GCC.

27.2. In case the amendment or supplement of the contents within the scope of the contract work stipulated in Section 27.1 GCC results in a change in cost or time for the performance of any provision of the contract, the contract price or the delivery date, or the completion date of related services shall be adjusted accordingly, and the parties shall amend the contract. The Bidder's request for adjustment of the contract price, delivery date, or completion date must be submitted within 28 days from the date the Bidder receives the Procuring entity's request for amendment or supplement of the contract work content.

27.3. In case the Bidder supplies goods with a newer version from the same manufacturer, of the same origin, with equivalent or superior technical features, configuration, specifications, etc., to the version of goods proposed by the Bidder in the BID and meeting the requirements of the SM, the Bidder must notify the Procuring entity in writing in advance for the Procuring entity's consideration. In this case, based on the usage needs, the Procuring entity may approve the Bidder's proposal on the condition that the unit prices and other terms of the contract remain unchanged.

27.4. In case related services not specified in the contract need to be performed, the Procuring entity and the Bidder shall negotiate to ensure unit prices are consistent with market prices.

27.5. The Procuring entity and the Bidder shall negotiate to form the basis for signing a contract amendment document in case of contract amendment.

27.6. During the contract performance period, the Bidder may propose cost-saving solutions including, but not limited to, the following:

- a) The content of the solution, explaining the difference compared to the requirements of the signed contract;
- b) Comprehensive cost-benefit analysis of the solution, including a description and estimation of costs (including lifecycle costs) that may be incurred by the Procuring entity if the Bidder's proposal is accepted;

	c) Impact of the solution on contract performance efficiency. 27.7. The Procuring entity may approve the Bidder's proposal if it demonstrates one of the following benefits without adversely affecting the essential functions of the Goods: a) Shortening the delivery time; b) Reducing the contract price or lifecycle cost for the Procuring entity; c) Enhancing the quality, efficiency, or sustainability of the Goods under the contract; d) Any other benefit to the Procuring entity. In case the Bidder's proposal is approved by the Procuring entity and reduces the contract price, the Procuring entity shall pay the Bidder at the rate stipulated in GCC for the portion of the contract price reduction. In case the Bidder's proposal is approved by the Procuring entity and increases the contract price but reduces the lifecycle cost due to the impact of factors specified in points a, b, c, and d of this Clause, the Procuring entity shall pay the Bidder according to the increased contract price.
28. Adjustment of Contract Performance Schedule	28.1. During the performance of the contract, if adverse conditions arise that hinder the Bidder or Sub-bidder from supplying the Goods and performing related services as stipulated in Section 9 GCC, the Bidder must promptly notify the Procuring entity in writing about the delay, its causes, and the duration of the delay. Based on the Bidder's notification, the Procuring entity must promptly assess the situation and may consider extending the contract. If the Procuring entity agrees to an extension, the Parties shall negotiate to form the basis for signing an amendment to the contract. 28.2. Except for Force Majeure events stipulated in Section 26 GCC, any delay by the Bidder in delivering Goods or completing related services shall make the Bidder liable for damages to the Procuring entity as stipulated in Section 22 GCC.
29. Termination	29.1. Termination for Default

of the Contract	a) The Procuring entity may terminate the contract in whole or in part without prejudice to any other remedies for breach of contract by giving written notice to the Bidder of the default in the following cases: (i) The Bidder fails to deliver Goods or any part thereof within the period specified in the contract, or within any extension granted under Section 28 GCC; (ii) The Bidder fails to perform any other obligation under the contract; (iii) The Procuring entity determines that the Bidder has violated any of the prohibited acts stipulated in Article 16 of the Bidding Law during the bidding process or contract performance; b) In the event the Procuring entity terminates the contract in whole or in part under point a of this Clause, the Procuring entity may procure Goods and related Services similar to those not performed under such terms and in such manner as it deems appropriate. The Bidder shall be liable for any additional costs incurred by the Procuring entity for procuring such similar Goods and Services. However, the Bidder shall continue performance of the contract to the extent not terminated. 29.2. Termination for Insolvency In the event the Bidder becomes bankrupt or insolvent, the Procuring entity may terminate the contract at any time by giving notice to the Bidder. In such event, the contract shall terminate and the Bidder shall not be entitled to any compensation, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring entity.
30. Export Restrictions	In cases where the country or territory supplying goods or services has commercial regulations that lead to export restrictions, causing difficulties for the Bidder in fulfilling contractual obligations, the Bidder shall not be obliged to complete the delivery of goods or provision of services, provided that the Bidder furnishes the Procuring entity with documents proving that all necessary export procedures have been completed, including obtaining permits or authorizations for exporting the goods or services under the contract. In such cases, the Procuring entity may terminate the contract with the Bidder.

Chapter VII. PARTICULAR CONDITIONS OF CONTRACT

PCC 1.1	Procuring entity: Tan Cang Maritime Services Joint Stock Company + Address: No. 1295B Nguyen Thi Dinh Street, Cat Lai Ward, Ho Chi Minh City, Vietnam. + Tax Code: 0311297674 + Telephone: (+84) 283.742.5351
PCC 1.3	Bidder:___[Name, address, bank account number, tax code, telephone, fax, email of the Bidder]].
PCC 1.11	Project Location: Tan Cang Maritime Services Joint Stock Company. Address: No. 1295B Nguyen Thi Dinh Street, Cat Lai Ward, Ho Chi Minh City, Vietnam.
PCC 2.2 (i)	The following documents shall also form part of the Contract:: None
PCC 3	The language of the Contract shall be Vietnamese and English. English shall be the legally binding language for resolving disputes arising from the performance of the Contract.
PCC 4.1	Notices to the Procuring entity shall be sent to the following address: - Recipient: Tan Cang Maritime Services Joint Stock Company + Address: No. 1295B Nguyen Thi Dinh Street, Cat Lai Ward, Ho Chi Minh City, Vietnam. + Telephone: (+84) 283.742.5351 + E-mail: thutth@saigonnewport.com.vn
PCC 5.2	- Contract Performance Security Value: 2% of Contract Price - Validity of Contract Performance Security: The Contract Performance Security shall be valid from the Contract Effective Date until the entire goods are delivered, the handover acceptance minutes are signed by both parties, and the Bidder transitions to warranty obligations as stipulated.

PCC 5.4	Time for Return of Contract Performance Security: No later than 14 days from the date of acceptance and handover, and the Bidder has transitioned to warranty obligations as stipulated.
PCC 6.1	List of Sub-bidders:
PCC 7.2	Time for Mediation: The parties shall negotiate and mediate themselves within 45 days from the date of dispute arising. Dispute Resolution: When a dispute arises during the performance of the Contract, the parties shall endeavor to resolve the dispute through mediation. If negotiations are unsuccessful, within 15 days (fifteen days) from the date the dispute cannot be resolved by mediation, the parties shall submit the matter to arbitration for dispute resolution in accordance with Vietnamese rules (or the Court) as stipulated by law. The decision of the arbitration (or the Court) shall be final and binding on the parties.
PCC 9	The Bidder shall provide the following invoices and documents: transport documents, warranty certificate from the Bidder or manufacturer, inspection certificate from the inspection authority, packing list, certificate of origin, quality certificate, etc. The Procuring entity shall receive the following invoices and the above documents before the goods arrive at the designated location, otherwise the Bidder shall bear all related incurred costs.
PCC 11.1	Contract Type: Lump Sum
PCC 11.2	Contract Price: Fixed price
PCC 12.4	Tax Adjustment: Permitted. During the performance of the contract, in case at the time of payment if the tax policy changes (increases or decreases) and the contract stipulates that taxes can be adjusted, and the bidder provides documents clearly identifying the incurred tax amount, then the difference in tax policy will be adjusted according to the contract provisions.
PCC 12.5	Foreign bidder tax: Borne by the bidder
PCC 13.1	Advance Payment: 10% of the contract value after receiving the

	performance guarantee and advance payment guarantee.
PCC 14.2	Payment Method: Detailed agreement during contract negotiation between the two parties
PCC 18.2	Packaging, marking for goods, and documents inside and outside the package: The Bidder is responsible for packaging goods in accordance with current state regulations and manufacturer specifications to ensure goods are safely preserved.
PCC 19	Insurance Content: The Bidder shall bear all insurance-related costs, including construction machinery insurance, personnel insurance, installation insurance, and transit insurance until the completion and handover of the vessel to the user.
PCC 20.1	Responsibility for goods transportation is carried out as follows: According to the contract, the Bidder must transport the goods to the project site. Transportation of goods to the project site, including insurance and warehousing as stipulated in the contract, shall be performed by the Bidder; related costs are included in the contract price.
PCC 20.2	Other services (if any): Instructing the Procuring entity's personnel on installation, trial run, operation, maintenance, and repair of the goods.
PCC 21.1	Goods inspection and testing: As stipulated in Chapter V BDMT.
PCC 21.2	Goods inspection and testing shall be carried out at: Tan Cang Maritime Services Joint Stock Company. Address: No. 1295B Nguyen Thi Dinh, Cat Lai Ward, Ho Chi Minh City, Vietnam.
PCC 22	1. Contractual penalties: Applicable Except for force majeure events as stipulated in Section 26 ĐKC, if the Bidder fails to deliver goods or provide related services within the time specified in the contract, the Procuring entity may deduct from the contract price a penalty amount corresponding to: 1%/weeks until such work is performed. The Procuring entity shall deduct up to 8%. Upon reaching the maximum penalty, the Procuring entity may consider terminating the contract as stipulated in Section 29 ĐKC.

	2. Indemnification for damages: Applicable - Indemnification for damages on the basis of all actual damages;
PCC 23.3	The warranty period is: Not applicable The warranty application location is: Not applicable
PCC 23.5 PCC 23.6	The repair and replacement period is: Not applicable
PCC 27.7 (d)	In case the cost-saving solution proposal is approved by the Procuring entity and helps reduce the contract price, the Procuring entity shall pay the Bidder 0% the contract price reduction.

Section 4. CONTRACT FORMS

This Chapter includes forms which, after being completed with information, will become part of the Contract. The Performance Security Form and the Advance Payment Security Form are for the winning Bidder to fill in and complete after being awarded the contract.

LETTER OF BID ACCEPTANCE AND CONTRACT AWARD⁽¹⁾

_____, day ____ month ____ year ____

To: _____ *[t] Name of Winning Bidder]* (hereinafter referred to as “Bidder”)Subject: *Notification of Acceptance of BID and Contract Award*

Pursuant to Decision No. ____ dated ____ month ____ year ____ of _____ (hereinafter referred to as “Procuring entity”) approving the results of bidder selection for package _____ *[[Insert name and number of the package]]*, the Procuring entity hereby notifies the acceptance of the BID and awards the contract to the Bidder for the execution of package _____ *[[Insert name and number of the package]]* with a contract price of _____ *[[Insert the winning bid price in the decision approving the bidder selection results]]* with a contract duration of ____ *[Insert information from the decision approving the bidder selection results]*.

The legal representative of the Bidder is requested to complete and sign the contract with the Procuring entity, according to the following schedule:

- Contract completion time: ____ *[Insert contract completion time]*, at the location ____ *[Insert contract completion location]*.

- Contract signing time: ____ *[Insert contract signing time]*, at the location ____ *[Insert contract signing location]*.

The Bidder is requested to provide a performance security in accordance with Form No. 18 of Section 4 of the BIDQ for the amount of ____ and with a validity period of ____ *[Insert the corresponding amount and validity period as stipulated in Section 5.2 GCC of the BIDQ]*.

This document is an integral part of the contract documents. Upon receipt of this document, the Bidder shall complete, sign the contract, and provide the performance security as required above. The Procuring entity will refuse to complete and sign the contract with the Bidder if the Bidder's current capacity is found to be insufficient to meet the requirements of the package.

If by the ____ day of ____ month of ____ year⁽²⁾ the Bidder fails to complete and sign the contract, or refuses to complete and sign the contract, or fails to provide the performance security as required above, the Bidder shall be disqualified and shall not have the bid security returned.

Note:

(1) During contract finalization, the parties must fully fill in and include all contents, including any adjustments, supplements, and clarifications made during the bidder selection, contract negotiation (if any), and contract finalization (if any), into the Particular Conditions of the contract.

(2) Insert the time consistent with the time specified in the Bid Security Form.

CONTRACT

____, day ____ month ____ year ____

Contract No.: _____

Bidding Package: _____

Belonging to project: _____

- Based on⁽²⁾ ____ (Civil Code dated November 24, 2015);- Based on⁽²⁾ ____ (Law on Bidding dated June 23, 2023, amended and supplemented by Law No. 57/2024/QH15, Law No. 90/2025/QH15);

- Based on Decision No. ____ dated ____ of ____ on approving the results of bidder selection for bidding package ____ [enter bidding package name] and Approval Notice BID and contract award No. ____ dated ____ of Procuring entity;

- Based on the minutes of contract negotiation and finalization signed by the Procuring entity and the winning bidder on ____;

- Other grounds (if any).

We, representing the parties signing this contract, include:

In case the Procuring entity directly signs and manages the contract with the bidder:

Procuring entity (hereinafter referred to as Party A)

Procuring entity Name: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

Account: _____

Tax Code: _____

Represented by Mr./Ms.: _____

Position: _____

In case the Procuring entity authorizes the signing and management of the contract:

Procuring entity

Procuring entity Name: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

Account: _____

Tax Code: _____

Represented by Mr./Ms.: _____

Position: _____

Authorized Unit (hereinafter referred to as Party A)

Name of Authorized Unit: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

Account: _____

Tax Code: _____

Represented by Mr./Ms.: _____

Position: _____

Power of Attorney for contract signing No. ____ dated ____ ____ ____

Bidder (hereinafter referred to as Party B)

Bidder Name: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

Account: _____

Tax Code: _____

Represented by Mr./Ms.: _____

Position: _____

The parties agree to sign a goods supply contract with the following terms:

Article 1. Subject of Contract

The subject of the contract is the goods detailed in the attached Appendix.

Article 2. Contract Components

The contract components and their legal priority order are as follows:

1. The contract document, including its appendices;
2. GCC of the contract, fully completed with content and including any amendments, supplements, or clarifications during the bidder selection process, contract negotiation, contract finalization (if any);
3. Minutes of contract negotiation (if any), contract finalization;
4. GC of the contract;
5. Decision approving the bidder selection results;
6. Letter of Acceptance of Bid and Contract Award;
7. Bid and any clarification documents for the Bid (if any) of the Bidder;
8. IFB and any amendment, clarification IFB (if any);
9. Other documents stipulated in the **GCC**.

Article 3. Responsibilities of Party A

Party A commits to pay Party B according to the contract price specified in Article 5 of this contract, using the payment method stipulated in the Particular Conditions of the contract, as well as to fully perform other obligations and responsibilities stipulated in the general and Particular Conditions of the contract.

Article 4. Responsibilities of Party B

Party B commits to supply Party A with all types of goods as specified in Article 1 of this contract, and simultaneously commits to fully perform the obligations and responsibilities outlined in the general and Particular Conditions of the contract.

Article 5. Contract Price and Payment Method

1. Contract Price: *[Specify the value in numbers, words, and the currency of the contract]*.

2. Payment Method: _____

Article 6. Contract Type

Contract Type:

Article 7. Contract Performance Period: ____ *[The Procuring entity/Authorized Unit shall fill in the contract performance period in accordance with the provisions in Section 9 GC, Bid and the contract finalization between the two parties].*

Article 8. Contract Effectiveness

1. The contract shall take effect from ____ *[The Procuring entity/Authorized Unit shall fill in the information regarding the contract effective date].*

2. The contract shall cease to be effective after both parties have completed the contract liquidation according to law.

This Contract is made upon the approval of all parties.

**LEGALLY AUTHORIZED
REPRESENTATIVE OF
THE BIDDER**

[Name, title, signature, and seal]

**LEGALLY AUTHORIZED
REPRESENTATIVE OF
THE PROCURING ENTITY/AUTHORIZED
UNIT**

[Name, title, signature, and seal]

CONTRACT PRICE APPENDIX

(Attached to Contract No. _____, dated ____ month ____ year ____)

This appendix is prepared based on the Bidder's bid price proposal according to the corresponding Bid Price Schedule Forms stipulated in the IFB and agreements reached during contract negotiation (if any), contract finalization, including unit prices and total amounts for each item and scope of work.

CONTRACT PERFORMANCE BOND

_____, date ____ month ____ year ____

To: _____ [*Name of Procuring entity*] (hereinafter referred to as the
“Procuring entity”)

Upon the proposal of _____ [*Name of Bidder*] (hereinafter referred to as the
“Bidder”) who has been awarded the contract for the _____ [*Name of Contract Package*]
and undertakes to sign the contract for the supply of goods for the above contract
package (hereinafter referred to as the “Contract”); ⁽¹⁾

In accordance with the provisions in BID (*or contract*), the Bidder shall furnish to
the Procuring entity a bank guarantee for a specified amount to secure its obligations
and responsibilities in performing the contract;

We, _____ [*Name of Bank*] registered at _____ [*Address of Bank*⁽²⁾] (hereinafter
referred to as the “Bank”), hereby undertake to guarantee the Bidder’s performance of
the contract for an amount of _____ [*Specify the amount in figures, words, and currency
as stipulated in Section 5.2 GCC of the BID*]. We undertake to pay unconditionally and
irrevocably to the Procuring entity any sum within the limit of _____ [*Amount of
Guarantee*] as stated above, upon receipt of a written notice from the Procuring entity
stating that the Bidder has breached the contract during the validity period of the
performance guarantee.

This guarantee shall be valid from the date of issue until _____ ⁽³⁾.

Legal Representative of the Bank

[*Name, Title, Signature, and Seal*]

Notes:

(1) If the guaranteeing bank requires a signed contract before issuing the
guarantee, the Procuring entity shall consider and decide. In this case, the above
paragraph may be amended as follows:

“Upon the proposal of _____ [*Name of Bidder*] (hereinafter referred to as the
“Bidder”) who has been awarded the contract for the _____ [*Name of Contract Package*]
has signed contract No. _____ [*Contract Number*] dated _____ (hereinafter
referred to as the “Contract”).”

(2) Bank Address: Provide the full address, phone number, fax number, and e-mail
for contact purposes.

(3) Specify the validity period in accordance with the requirements stipulated
in Section 5.2 GCC.

ADVANCE PAYMENT GUARANTEE ⁽¹⁾

_____, _____

To: ____ [*Name of Procuring entity*] (hereinafter referred to as the “Procuring entity”)

[*Contract Name, Contract Number*]

Pursuant to the advance payment provisions in the Special Conditions of Contract, ____ [*Name and Address of Bidder*] (hereinafter referred to as the “Bidder”) shall furnish to the Procuring entity a bank guarantee to ensure the proper use of the advance payment of ____ [*Specify the amount in figures, words, and currency*] for the performance of the contract;

We, ____ [*Name of Bank*] registered at ____ [*Address of Bank*⁽²⁾] (hereinafter referred to as the “Bank”), at the request of the Procuring entity, agree unconditionally and irrevocably, without requiring the Bidder to be considered first, to pay to the Procuring entity upon demand an amount not exceeding ____ [*Specify the amount in figures, words, and currency as stipulated in Clause 13.1 of the GCC of the BID*].

Furthermore, we agree that any changes, additions, or adjustments to the terms of the contract or any documents related to the contract signed between the Bidder and the Procuring entity shall not alter any of our obligations under this guarantee.

This guarantee is effective from the date the bidder receives the advance payment under the contract until the ____ day of ____ month, ____ year. ⁽³⁾.

Legal Representative of the Bank

[*Name, Title, Signature, and Seal*]

Note:

(1) Based on the Particular Conditions of the bid package, regulations shall be made in accordance with the requirements specified in Section 13.1 GCC.

(2) Bank Address: specify address, phone number, fax number, e-mail for contact.

(3) The delivery date specified in the contract. If delivery is in installments, the advance payment guarantee may expire when the value of delivered and accepted goods is greater than or equal to the advanced amount. In case of contract extension, an extension of the advance payment guarantee's validity period is required.

