

SOCIALIST REPUBLIC OF VIETNAM
Independence – Freedom - Happiness

BIDDING DOCUMENTS

Name of package 2: Supply of repaired/refurbishment services of Hot Gas Path components for the major overhaul on GT25 unit of Phu My 2.1 Ext. Thermal Power Plant

Project's name: The major overhaul on GT25 unit of Phu My 2.1 Ext. Thermal Power Plant in 2029.

Issued on April 25th 2026

Issued including Decision: No. 743/QĐ-NĐPM dated April 24th 2026

LEGAL REPRESENTATIVE OF THE OWNER



Tran Dinh An
DIRECTOR

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INDEX

Brief description

Part 1. Bidding procedures

Chapter I. Instructions to the bidders

Chapter II. Bidding Data Sheet (BDS)

Chapter III. Bid proposal evaluation criteria

Chapter IV. Bidding forms

Part 2. Technical requirements

Chapter V. Technical requirements

Part 3. TERMS AND CONDITIONS OF CONTRACT AND CONTRACT FORMS

Chapter VI. General Conditions of Contract

Chapter VII. Special Conditions of Contract

Part 4. CONTRACT FORMS

Appendix. Examples

BRIEF DESCRIPTION**Part 1. BIDDING PROCEDURES****Chapter I. Instructions to the bidders**

This Chapter provides information to help the bidder prepare a Bid Proposal. It includes rules for preparing, submitting, opening, evaluating, and awarding the bid.

Chapter II. Bidding Data Sheet

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

Chapter III. Bid proposal evaluation criteria

This Chapter contains the criteria for evaluating the Bidding proposal.

Chapter IV. Bidding forms

This Chapter includes the forms that the Bidder shall complete to form part of the Bidding proposal.

Part 2. TECHNICAL REQUIREMENTS**Chapter V. Technical requirements**

This Chapter sets out the technical requirements for services to be provided.

Part 3. TERMS AND CONDITIONS OF CONTRACT AND CONTRACT FORMS**Chapter VI. General Conditions of Contract**

This Chapter includes general conditions.

Chapter VII. Particular Conditions of Contract

This Chapter includes contract data and specific conditions. Particular conditions of the contract are to be modified and supplemented but not to replace the General conditions of the Contract.

Part 4. Contract forms

This Chapter includes forms which, once completed, shall become an integrated part of the contract. The Performance Bond (Letter of Guarantee) and Advance Payment Bond (if any) must be completed by the awarded bidder before the contract comes into effect.

ABBREVIATION

PMTPC	Phu My Thermal Power Company
ITB	Instructions to Bid
BD	Bidding Documents
BP	Bidding Proposal
BDS	Bidding Data Sheet
GCC	General conditions of contract
PCC	Particular conditions of contract
Law on Bidding	Law on Bidding in Vietnam No. 22/2023/QH15 dated June 23, 2023; No. 57/2024/QH15 dated November 29, 2024 and No. 90/2025/QH15 dated June 5, 2025.
Decree 214 and	Decree No. 214/2025/ND-CP dated August 4, 2025, on elaboration of and measures for implementation of the bidding law regarding contractor selection.
EXW Ex-Works (Incoterms 2020)	Delivery terms for Hot Gas Path components to be sent for repair/refurbishment from the Owner's warehouse.
DAP Delivered at Place (Incoterms 2020)	Delivery terms for repaired/refurbished Hot Gas Path components at the Owner's warehouse.
VND	Vietnam Dong
EUR	Euro
VAT	Value added tax
VNEPS	Vietnam National Electronic Procurement System (https://muasamcong.mpi.gov.vn)

Part 1. BIDDING PROCEDURES

Chapter I.

INSTRUCTIONS TO THE BIDDERS

1. Scope of bid	1.1 Owner, as specified in the BDS, issues this Bidding Documents to select a contractor for the procurement package using a single-stage, one-envelope method. 1.2 The name of the bidding package, procurement project/ estimate; quantity, and identification numbers of the package's components (if divided into independent parts) are specified in BDS
2. Explanation of terms used in bidding	2.1 The bid closing time is the deadline for receiving Bidding proposal and is specified in the Invitation to Bid. 2.2 The term "day" refers to calendar days, including weekends, public holidays, and Tet holidays as prescribed by labor laws. 2.3 The time and date on the System are based on the GMT+7 time zone.
3. Source of funds	The source of funds (or method of capital allocation) for the bidding package is specified in BDS.
4. Prohibited acts in bidding	4.1. Offering, receiving, and brokering bribes. 4.2 Abusing positions and authority to exert influence or unlawfully interfere in the bidding process in any form. 4.3. Collusion in bidding includes the following acts: a) Arranging, agreeing, or coercing one or more parties to prepare or withdraw Bid Proposal to ensure the selection of a specific bidder; b) Arranging or agreeing to refuse to provide goods or services, not signing subcontracts, or engaging in other agreements to limit competition and ensure the selection of a specific bidder; c) Competent and experienced bidders who have participated in the bidding and meet the requirements of the bidding documents but deliberately fail to provide documentation to prove their qualifications and experience when requested by the Owner for clarification of the Bid Proposal or document verification, which intends to facilitate the selection of a specific bidder; 4.4. Fraud includes the following acts: a) Forging or falsifying information, records, and/or documents used in bidding; b) Deliberately providing information and documents that are not accurate or objective in Bid Proposal to falsify the contractor selection result. 4.5. Obstruction includes the following acts: a) Destroying, deceiving, altering, concealing evidence or reporting false facts; threatening or suggesting to any party to prevent the clarification of acts of giving, receiving, brokering bribes, fraud, or collusion with agencies having functions and authority over

- supervision, inspection, examination, and audit;
- b) Obstructing competent persons, the Owner, or the Bidder (Contractor) in the selection of Bidders (Contractors);
- c) Obstructing competent authorities in the supervision, inspection, examination, or audit of bidding activities;
- d) Deliberately filing false complaints, denunciations, or recommendations to obstruct bidding activities;

4.6. A breach of fairness and transparency includes the following acts:

- a) Participating in the bidding process as a bidder for a package managed by themselves as the Owner or Owner, or performing duties of the Owner or Owner in violation of the Law on Bidding;
- b) Concurrently participating in the preparation and appraisal of the bidding documents for the same package;
- c) Concurrently engages in the evaluation of Bid Proposal and the appraisal of the contractor selection result for the same package;
- d) Individuals affiliated with the Owner or Owner who directly participates in the contractor selection process, expert groups, evaluate the contractor selection result teams, or who hold decision-making authority or head of the Owner, the Owner for packages which their family members, as defined by the Enterprise Law, join as bidders or legal representatives of participating bidderse
- đ) The bidder submits a bid for non-consulting services package for which the bidder is also acting as a consultant on preparation, verification, and appraisal of the cost estimate, technical design, building drawings and designs, front-end engineering design (FEED); preparation and assessment of the bidding documents; evaluation of Bid Proposal; inspection of goods; appraisal of contractor selection result; supervision of contract execution;
- e) Submitting Bid Proposal for packages associated with an agency or organization where the bidder held a leadership or managerial position within 12 months prior to the bid submission;
- f) Specific requirements regarding trademarks and origin of goods in the Bidding Documents, except for cases stipulated in Point (e), Clause 3, Article 10, Clause 2, Article 44, and Clause 1, Article 56 of the Law on Bidding;

4.7. Unauthorized disclosure of the following information and documents related to contractor/Owner selection:

- a) The Contents of the bidding documents before they are issued as prescribed;
- b) The Contents of Bid Proposal, Content of clarification requests of Bid proposals of the Owner and responses of the bidders during the bid evaluation process, Reports from the Owner, expert teams, appraisal teams, consulting contractors, and relevant authorities to the contractor selection process, documentation, meeting records, or

	evaluation opinions before public disclosure; c) The contractor selection result before being published according to regulation as prescribed. d) Other documents during the contractor selection process are determined to contain state-secret content according to the provisions of law. 4.8. Transfer of contract in the following cases: a) The bidder transfers to other bidders the part of the task of the package beyond the maximum value of the subcontractor and working scope specified for the subcontractor as stated in the contract; b) The Contractor subcontracts a portion of the works under the package to another contractor, where such portion does not exceed the maximum value of subcontracted works stipulated in the contract, but falls outside the scope of works designated for subcontractors as proposed in the Bidding Documents, without the Employer's or supervising consultant's approval c) The Owner and the supervision consultant approving the contractor transfer of the work specified in Point (a) of this clause. d) The Owner or supervising consultant approves the Contractor to subcontract works specified in Point (b) of this Clause, where such subcontracted works exceed the maximum value of subcontracted works stipulated in the contract.
5. Eligibility of the bidders	5.1. A Bidder being an organization shall satisfy the following conditions: a) For domestic Bidders: they are enterprises, cooperatives, cooperative unions, cooperative groups, public non-business units, economic organizations with foreign investment capital, and other organizations registered for establishment and operation under the laws of Vietnam. For foreign Bidders: they are registered for establishment and operation under foreign laws. b) Has independent accounting; c) Is not currently undergoing dissolution procedures or having its enterprise registration certificate, cooperative registration certificate, cooperative union registration certificate, or business cooperation contract revoked; is not in a state of insolvency as prescribed by the law on bankruptcy; d) Ensures fair competition in bidding as stipulated in the BDS; e) Is not currently prohibited from participating in Bid Proposal as prescribed by the Law on Bidding; f) Is not currently under criminal prosecution. g) Foreign bidders must enter into a joint venture with domestic bidders or employ domestic subcontractors to perform transportation services and any services arising within the territory of Vietnam.

	5.2. A Bidder being a household business shall satisfy the following conditions: a) Possesses a household business registration certificate as prescribed by law; b) Is not currently undergoing termination of operations or having its household business registration certificate revoked; the head of the household business is not currently under criminal prosecution; c) Satisfies the conditions stipulated in Points (d) and (e), Section 5.1 of the GCC.
6. Content of The bidding documents	6.1. The bidding documents consist of Part 1, Part 2, Part 3, and Part 4 along with documents of the Bidding documents amendment as specified in ITB 7 (if any). The contents include the following: Clarification of the bidding documents Part 1. Bidding Procedures: - Chapter I. Instructions to Bidders (ITB); - Chapter II. Bidding Data Sheet (BDS); - Chapter III. Bid Proposal Evaluation Criteria; - Chapter IV. Bidding Forms. Part 2. Technical Requirements: - Chapter V. Technical Requirements. Part 3. Conditions and Forms of Contract: - Chapter VI. General Conditions of the Contract - Chapter VII. Specific Conditions of the Contract. Part 4. Contract forms 6.2. Owner shall not be responsible for the preciseness, completeness of the Bidding documents, clarification, or amendment documents of the Bidding documents as prescribed in ITB 7 if these documents are not provided by Owner. In case of any contradiction, documents issued by the Owner shall prevail. 6.3. Bidders must examine all information in the Invitation for Bid Proposal, the Bidding documents, and the contents of amendments or clarifications of the Bidding documents, including minutes from the pre-bid meeting (if any) to prepare Bid Proposal as required by the Bidding documents.
7. Clarification and amendment of the Bidding documents	7.1. In case of amending the Bidding Documents, the Owner shall post the decision to amend along with the modified content and the suitably revised Bidding Documents. Amendments to the Bidding Documents shall be made within a minimum period of 10 days prior to the Bid Closing Time; if sufficient time as stated above is not ensured, the Bid Closing Time must be extended. 7.2. In case clarification of the Bidding Documents is required, the Bidder must submit a request for clarification to the Owner within a minimum period of 05 working days before the Bid Closing Time, for

	Owner to review and address. The Owner shall receive the clarification content to consider and provide clarification according to the Bidder's request and perform the clarification within a minimum period of 02 working days prior to the Bid Closing Time, which includes describing the content of the clarification request but shall not disclose the name of the requesting Bidder. Should the clarification necessitate an amendment to the Bidding Documents, the Owner shall proceed to amend the Bidding Documents as prescribed in ITB 7.1. 7.3. The Owner shall be responsible for monitoring the information and providing prompt clarification the Bidding Documents upon the Bidder's request. 7.4. The Bidder is responsible for regularly monitoring information to stay updated on any amendments to the Bidding Documents and any changes to the bid closing time (if applicable), as the basis for preparing its Bid. In case any errors or disadvantages arise during the bidding process due to the Bidder's failure to monitor and update such information (VNEPS) including: changes or amendments to the Bidding Documents, the bid closing time, or other relevant content, the Bidder shall bear full responsibility and accept all resulting disadvantages during the bidding process. 7.5. If necessary, the Owner shall organize a pre-bid conference to discuss issues in the Bidding Documents that Bidders are unclear about, as stipulated in the BDS. The Owner shall post the notice for organizing the pre-bid conference on the System; all interested Bidders may attend the pre-bid conference without prior notification to the Owner. The content of the discussions between the Owner and the Bidders must be recorded as minutes and formulated as a written clarification of the Bidding Documents, to be posted within a maximum of 02 working days from the date the pre-bid conference concludes. 7.6. Should the Bidding Documents need to be amended after the pre-bid conference is held, the Owner shall proceed with the amendment of the Bidding Documents as prescribed in ITB 7.1. The minutes of the pre-bid conference shall not constitute an amendment document to the Bidding Documents. 7.7. No participation in the pre-bid conference or without a confirmation letter that the bidder has participated in the pre-bid conference is not the reason to reject the Bid Proposal' the bidder.
8. Cost of bidding Bid preparation cost	The Bidder (Contractor) shall bear all costs related to the bidding process. The fee for submitting the Bid Proposal shall be as stipulated in the BDS. In all cases, the Owner shall not be responsible for any costs incurred by the Bidder related to its participation in the bidding.
9. Language of Bid Proposal	The bid, as well as all materials and documents relating to the bid, shall be written in Vietnamese or English or bilingual Vietnamese and English. Any supporting documents in the bid can be written in other languages and concurrently attached with a translation in Vietnamese or English. In case

	of no translation, if necessary, the Owner may ask the bidder for supplementation of documents.
10. Components of the Bid Proposal	The Bid Proposal must comprise the following components: 10.1. The Bid Form is as stipulated in ITB 11; 10.2. The Joint Venture Agreement is according to Form No. 03, Chapter IV (for joint venture Bidders); 10.3. The Bid Security as stipulated in ITB 18; 10.4. The Bidder's statement on qualifications and experience and documents demonstrating as per ITB 16; 10.5. The Technical Proposal and documents demonstrating the experience and qualifications of the repair/refurbishment service provider as stipulated in ITB 15; 10.6. The Financial Proposal and the forms fully filled with information as stipulated in ITB 11 and 13; 10.7. Other contents as stipulated in the BDS.
11. The Bid Form and tables	The Bidder shall fully fill in the information in the Bid Forms and the corresponding tables prepared according to the relevant Forms stipulated in Chapter IV.
12. Proposals of technical alternatives	12.1. In case the Bidding documents stipulate in BDS that bidders may propose technical alternatives, then those technical alternatives will be considered. 12.2. Technical alternative proposals are only considered when the main solution meets the requirements and the bidder is ranked first. In this case, the bidder must provide all necessary information for the evaluation of the technical alternative proposals by the Owner, including explanations, drawings, technical specifications, progress of supply, costs, and other relevant information. The evaluation of the technical alternative proposals shall be carried out in accordance with the Section 3, Chapter III.
13. Bid prices and discounts	13.1. The Bid price stated in the Bid Form and in the bid price tables with discounts must comply with the following Section: a) All items must be priced separately in the Table of Bid Price. b) The bid price is the price offered by the bidder in the Bid Form (excluding any discounts) as specified in Part 2 Chapter V – Technical Requirements. 13.2. In the event that a Bidder offers a discount, such discount must be proposed separately in a Letter of Discount or offered directly in the Letter of Bid. The Letter of Discount may be submitted together with the Bid Proposal or separately, provided that it is received by the Owner prior to the Bid Closing Time. If the Letter of Discount is submitted within the Bid Proposal, it must be listed in the Bidder's table of contents of the Bid Proposal. If submitted separately, the Letter of Discount must be enclosed in a sealed envelope clearly marked 'LETTER OF DISCOUNT' (the method of sealing shall be determined by the Bidder) in compliance with ITB 20.7 and ITB 20.8. The Owner shall preserve

the Letter of Discount as an integral part of the Bid Proposal and open it simultaneously with the Bidder's Bid Proposal.

In case of a discount, the Bidder must clearly specify the content and the method of application to the specific items listed in the "List of Hot Gas Path Components for repair/refurbishment" column as per Form No. 13, Chapter IV. If the method of discount is not clearly specified, it shall be understood as a pro-rata discount applied equally to all items listed in the "List of Hot Gas Path Components for repair/refurbishment" column.

13.3. The Bidder shall be responsible for its bid price to execute and complete the works in strict accordance with the requirements set forth in the Bidding Documents. In the event that the Bid contains abnormally low unit prices that may affect the quality of the bidding package, the Owner shall request the Bidder to provide a written explanation and clarification of the feasibility of such abnormally low unit prices. If the Bidder's explanation is not sufficiently clear or convincing, the Owner shall not accept such quoted unit prices and shall treat them as deviations and make corrections in accordance with the provisions applicable to omissions in the Bid Proposal compared with the requirements of the Bidding Documents as stipulated in Section 4 Chapter III – Financial evaluation criteria. Such correction of deviations shall be solely for the purpose of comparing the Bid Proposal.

13.4. The EXW and DAP delivery terms shall be implemented in accordance with the Incoterms 2020 as specified in the **BDS**.

13.5. The Bid Price shall be quoted in accordance with Form No. 13, Chapter IV.

Bidders shall quote the Bid Price in accordance with the following instructions:

+ **For repair/refurbishment services within Vietnam:** The Bid Price comprises all costs and expenses for the execution of the contract in accordance with the delivery terms specified in Item III, Section 1, Chapter V (including transportation, insurance, and other services for collecting the components at the Owner's warehouse for repair/refurbishment and returning them to the Owner's warehouse after repair/refurbishment), but excluding: Value Added Tax (VAT) and any domestic taxes or fees payable by the contractor regarding the repair/refurbishment services.

+ **For repair/refurbishment services outside of Vietnam:** The Bid Price comprises all costs and expenses for the execution of the contract in accordance with the delivery terms specified in Item III, Section 1, Chapter V (including transportation costs for collecting components at the Owner's warehouse for repair/refurbishment and returning them to the Owner's warehouse after repair/refurbishment, costs for export/import formalities, and all taxes and fees incurred outside the territory of Vietnam), but excluding: export duties for components sent for refurbishment, import duties, and VAT on imported goods; Foreign Contractor Tax (FCT) consisting of Corporate Income Tax (CIT) and Value Added Tax (VAT) paid on behalf of the foreign contractor (if

	any); and domestic Value Added Tax (VAT) as well as other local taxes and fees as prescribed.
14. Currencies of the Bid and payment	14.1. The currency of the bid and payment shall be VND or EUR. Each specific line item must be quoted in a single currency. The cost incurred within Vietnam must be offered in VND. The cost incurred outside Vietnam must be offered in VND or EUR. 14.2. The currency of payment for work items shall correspond to the currency of the bid for those items. Domestic costs are only paid in VND. 14.3. To evaluate and compare Bid Proposal, all bid prices in different currencies shall be converted into a single currency: VND based on the Telegraphic Transfer Middle rate (the arithmetic mean of the buying and selling transfer rates) of Joint Stock Commercial Bank for Foreign Trade of Vietnam (Vietcombank) on the website of Vietcombank (www.vietcombank.com.vn) at the bid closing time. 14.4. Without prejudice to any terms mentioned above and relevant applicable laws, the contract currency for domestic bidders shall be VND.
15. Documents establishing compliance with Technical requirements	15.1. To demonstrate compliance of the related services with the Bidding documents, the bidder must submit the evidence documents that the services meet the technical requirements specified in Chapter V. 15.2. The service provision standards are provided for descriptive purposes only and are not intended to limit the Contractor. The Contractor may propose alternative service quality standards, provided that the Contractor demonstrates to Owner that such alternative standards are equivalent to or higher than the standards specified in Chapter V.
16. Documents establishing the qualifications and experiences of the bidder	16.1. The bidder shall provide the necessary information in the Forms in Chapter IV – Bidding Forms and attach supporting documents to demonstrate qualifications and experiences as specified in Chapter III. The bidder must prepare original documents for verification with information stated in the Bid proposal if the Owner requires. 16.2. The documentary evidence of the bidder's qualifications to perform the contract if its bid proposal is awarded as specified in BDS.
17. Period of validity of Bid Proposal	17.1. The Bid Proposal shall remain valid for no less than the period specified in the BDS. 17.2. If necessary, before the expiration of the Bid Validity Period, the Owner may request the Bidders to extend the validity of their Bidding proposal and concurrently request the Bidders to correspondingly extend the validity period of the Bid Security (equal to the extended Bid Validity Period plus 30 days). If a Bidder does not accept the extension of the Bid Validity Period, the Bidder's Bidding Proposal shall not be further considered. A Bidder accepting the request for Bid extension shall not be

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	permitted to change any content of the Bidding Proposal, except for extending the validity of the Bid Security.
18. Bid Security	18.1. When participating, the Bidder must implement a Bid Security measure before the Bid Closing Time by a letter of guarantee issued by a legitimate representative of a domestic credit institution or a foreign bank branch established under Vietnamese law, or a guarantee insurance certificate issued by a domestic non-life insurance enterprise or a foreign non-life insurance branch established under Vietnamese law as stipulated in Item 18.2 of the Instructions to Bidders. The Bid Security shall be issued in accordance with Form No. 04A, Form No. 04B, Chapter IV, or in substantially similar form, but it must contain all the essential requirements and principal contents of a Bid Security. If the Bidding proposal is extended in validity as stipulated in Item 17.2 of the Instructions to Bidders, the validity of the Bid Security must also be extended accordingly. For a joint venture Bidder, the joint venture members must use the same form of Bid Security: In the case of a joint venture, the Bid Security measure must be implemented in one of the two following ways: a) Each member of the joint venture shall separately implement the Bid Security, ensuring that the total value is not lower than the required amount stipulated in Item 18.2 of the Instructions to Bidders; if the Bid Security of one member of the joint venture is determined to be invalid, the Bidding proposal of that joint venture shall not be further considered or evaluated. If any member of the joint venture violates the law resulting in the forfeiture of the Bid Security value, the Bid Security value of all members in the joint venture shall be forfeited; b) The joint venture members agree that one member shall be responsible for implementing the Bid Security measure for that joint venture member and for the 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 implementing the Bid Security measure for the members in the joint venture, but must ensure that the total value is not lower than the required amount stipulated in Item 18.2 of the Instructions to Bidders. If any member of the joint venture violates the law resulting in the forfeiture of the Bid Security value, the Bid Security value of all members in the joint venture shall be forfeited. 18.2. The value, currency, and validity period of the Bid Security shall be specifically stipulated in the BDS. The Bid Security validity period shall be calculated from the Bid Closing Time until the last day of the Bid Security validity (the expiration time of the Bid Security shall be within the last day of its validity and does not necessarily have to be until 24:00 of that day). 18.3. The Bid Security shall be considered invalid in one of the following cases: the value is lower, the validity period is shorter than required in Item 18.2 of the Instructions to Bidders, the name of the

	beneficiary is incorrect, the signature (digital signature for electronic Bid Security) is not valid, it is signed before the Owner issues the Bidding Document, or it is accompanied by conditions detrimental to the Owner (including non-compliance with the commitments stipulated in Form No. 04A, Form No. 04B, Chapter IV). If a letter of guarantee or guarantee insurance certificate is used, the letter of guarantee or guarantee insurance certificate must be signed and stamped (if any) by the legitimate representative of a domestic credit institution or a foreign bank branch established under Vietnamese law, or a domestic non-life insurance enterprise or a foreign non-life insurance branch established under Vietnamese law. 18.4. The unsuccessful Bidder shall have its Bid Security returned or released according to the deadline stipulated in the BDS. For the selected Bidder, the Bid Security shall be returned or released upon the Bidder's provision of the Performance Bond. 18.5. The Bid Security shall not be returned in the following cases: - The Bidder withdraws the Bidding proposal after the Bid Closing Time and during the validity period of the Bidding proposal; - The Bidder violates the Law on Bidding, resulting in the cancellation of the bidding process as stipulated in ITB 32.1(d); - The Bidder fails to provide the Contract Performance Security measure as stipulated ITB 37; - The Bidder fails or refuses to finalize the contract negotiations within 20 (twenty) days from the date of invitation to negotiate, or having negotiated the contract, but refuses to finalize and sign the contract, except in cases of force majeure as defined by civil law.
19. Bid Closing Time	19.1. The Bidder shall submit its Bid Proposal in accordance with BDS and shall ensure that the Bid is received by the Owner prior to the bid closing time specified in the BDS. 19.2. The Owner may extend the deadline for the submission of the Bid Proposal by amending the bidding documents. Upon such extension, all rights and obligations of The Owner and the bidders previously subject to the deadline shall thereafter be subject to the new deadline as extended.
20. Submission, withdrawal, substitution and amendment of Bid Proposal	20.1. The bidder must prepare a Bid Proposal comprising one original as specified in the BDS. The cover of the dossier must be marked clearly "ORIGINAL OF BID PROPOSAL", "COPY OF BID PROPOSAL". In case of amendment, alternative of Bid Proposal, the bidder shall prepare one original and some copies of the dossier with amount specified in the BDS. The cover of the dossier shall be marked clearly "ORIGINAL OF AMENDED BID PROPOSAL", "COPY OF AMENDED BID PROPOSAL", "ORIGINAL OF ALTERNATIVE", and "COPY OF ALTERNATIVE". 20.2. The bidders shall be responsible for the appropriateness of the

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

20.3. The original of the Bid Proposal shall be typed, printed with inerasable ink, with continuous page numbers. The application for bidding form letter, letter of discount (if any), supplementary documents, clarifying the Bid Proposal, price offer list and other forms in Chapter IV – Bidding forms shall be signed and stamped by the bidder's legitimate representative or the bidder's legitimate attorney (if any), in case of attorney, letter of attorney specified in Form 07, Chapter IV – Bidding forms or certified copy of company charter, decision on establishment of branch or other documents to demonstrate power of attorney shall be submitted with the Bid Proposal.

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

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

20.6. The envelope of the Bid Proposal comprises the original and copies, duly marked "BID PROPOSAL".

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

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

20.7. The envelopes shall:

- a) bear the name and address of the bidder;
- b) be addressed to The Owner in accordance with **BDS 1.1**;
- c) bear the title of bidding package in accordance with **BDS 1.2**;
- d) bear a warning "not to open before the time and date for bid opening".

20.8. The bidder shall be responsible for aftermath or disadvantages if is not in accordance with this Invitation to Bid such as not sealing or losing seal of Bid Proposal during delivery to The Owner, not marking right information on envelopes of Bid Proposal as specified in ITB 20.6 and ITB 20.7. The Owner shall not be responsible for the confidentiality

	of information in the Bid Proposal if the bidders do not comply with the above requirements. 20.9. The Owner shall not consider any Bid Proposals submitted after the Bid Closing Time. Any Bid Proposals received by The Owner after the Bid Closing Time shall be declared late submissions, be rejected, and be returned unopened to the bidder. 20.10. After submitting the Bid Proposals, the bidders may amend, replace, or withdraw the Bid Proposals by sending a written notice signed by the bidder's legal representative, in case of an attorney, a power of attorney letter must be enclosed as prescribed in ITB 20.3. The dossier for amendment or replacement of the Bid Proposal must be enclosed with a written notification of the corresponding amendment or replacement and must ensure the following conditions: a) Being prepared by the bidders and being submitted to the Owner in accordance with ITB 20, the dossier containing the notification must be clearly stated "AMENDMENT OF BID PROPOSAL" or "SUBSTITUTION OF BID PROPOSAL" or "WITHDRAWAL OF BID PROPOSAL"; b) Being received by The Owner before the Bid Closing Time as stipulated in ITB 19. 20.11. The Bid Proposals that the bidder requests to withdraw in accordance with ITB 20.10 shall be returned unopened to the bidder. 20.12. The bidder is not allowed to modify, replace, or withdraw the Bid Proposal after the Bid Closing Time until the expiration of the Bid Proposal's validity as stated in the application for bidding form letter or until the expiration of the extended validity of the Bid Proposal.
21. Bid opening	21.1. Except in the cases specified in ITB 20, The Owner shall publicly open and read out clear information in accordance with ITB 21.3 of all Bid Proposals received before the deadline for submission of Bid Proposal. The bid opening shall take place publicly at the time and place specified in the BDS in the presence of the bidders and representatives of related organizations. The bid opening does not depend on the presence or absence of the bidders' representatives attending the bid. 21.2. In case the bidder requests withdrawal or substitution of a Bid Proposal, the Chủ đầu tư shall firstly open and read out clearly information in the envelope of which the outer notification marks "WITHDRAWAL OF BID PROPOSAL", the envelope of Bid The proposal of the bidder with request for withdrawal shall remain sealed and be returned unopened to The bidder. The Ownershall not accept the bidders' withdrawal of the Bid Proposal and still open such the Bid Proposal if the written notice of "Withdrawal of Bid Proposal" does not include documents providing that the person signing such documents is the bidder's legal representative and must be publicly announced during the bid opening.

	Next, The Owner shall open the envelope and read out clearly the information in the envelope, of which the outer notification marks "SUBSTITUTION OF BID PROPOSAL," and this shall be replaced with the previous. This previous shall not be opened and be returned unopened to the bidder. The Chủ đầu tư shall not accept the bidder to replace the Bid Proposal if the written notice of Bid Proposal replacement is not accompanied by documents proving that the person signing the document is the bidder's legal representative and must be made public during the bid opening. For an envelope with notification marked "SUBSTITUTION OF BID PROPOSAL", any attached notification document accompanied with amended Bid Proposal shall be opened and read out clearly. The Chủ đầu tư shall not accept the bidder to amend the Bid Proposal if the written notice of the Bid Proposal's amendment does not include documents proving that the person signing the document is the bidder's legal representative. Only the Bid Proposal opened and read out at the bid opening shall be considered further and evaluated. 21.3. All the Bid Proposals shall be opened one at a time following the alphabetical sequence of the bidders' names and sequence below: a) Examine the seals; b) Open original of Bid Proposal, amendment of Bid Proposal (if any) and read out clearly at least the following information: name of the bidder, quantity of originals and copies, bidding price in letter of bid, bidding price in summarized price list, discount (if any), validity of Bid Proposal, date of contract performance, value, validity of Bid Bond and other necessary information. Only discount read out in bid opening shall be further considered and evaluated; c) Representatives of The Owner shall countersign the original of the letter of bid, Bid Bond, summarized price list, letter of attorney of the bidder's legal representative (if any), letter of discount (if any), and Joint Venture agreement (if any). The Owner shall not reject any Bid Proposal at the bid opening, except for late submission Bid Proposals as specified in ITB 20. 21.4. The Owner shall prepare a record of the bid opening that shall include the information specified in ITB 21.3. The record shall be signed by representatives of The Owner and the bidders attending the bid opening. The omission of the bidder's signature on the record shall not invalidate the contents and effect of the record. The Bid Opening Record shall be sent to all participating Bidders and shall be posted on the National E-Bidding System within 24 hours from the Bid Opening Time.
22. Confidentiality	22.1. All information relating to the evaluation of Bid Proposal and recommendation of contract award must be kept confidential and shall not be disclosed to the bidders or any other persons not officially concerned with the bidder selection process until publication of the result of the bidder selection. Under no circumstances is the information

	in the Bid Proposal revealed to any other the bidder, except for the information that needs disclosing during the bid opening. 22.2. Except for the case of enquiries for clarification of Bid Proposal and comparing documents, the bidder is not allowed to contact The Owner for issues related to the bidder's Bid Proposal and other relevant issues of bidding package during the time from bid opening until the result of tendered selection is published.
23. Clarification of Bid Proposal	23.1. After bid opening, the bidder shall be responsible for clarifying the Bid Proposal if required by the Owner, including eligibility, qualifications, and experience and the fulfillment of tax declaration and payment obligations of the bidder. For eligibility, the clarification shall comply with the principle of not changing the nature of the bidder. In terms of the validity (except eligibility), technical, financial proposal in the bidder's Bid Proposal, the clarification shall comply with the principle of not changing the basic content of the submitted Bid Proposal and not changing the offered bidding price (<i>except where the bidder confirms the correction of arithmetic errors in their Bid as made by the Owner during the Bid proposal evaluation process</i>). 23.2. Within 5 (five) Working days from the Bid closing date, if the bidder found that its Bid is missing documents evidencing its eligibility, similar contracts, production qualifications, financial statements, tax declaration and payment obligations, or documents relating to the personnel and equipment proposed in the Bid, the Bidder may submit additional documents to the Owner to clarify its eligibility, qualifications, and experience. The Owner shall be responsible for receiving such clarifications for review and evaluation. Any additional or clarifying documents submitted by the Bidder shall form an integral part of the Bid. 23.3. During the evaluation process, clarification of Bid proposals between The bidder and The Owner is performed directly in writing. 23.4. Clarification of Bid Proposals is only performed between the The Owner and The bidder whose Bid Proposals need to be clarified. In terms of clarification contents that directly affect evaluation of eligibility, qualifications, experiences, technical requirement, financial issues, if period of clarification exceeds deadline and the bidder does not submit documentation for clarification or submitted documentation does not comply with requirements of clarification from The Owner, The Owner shall evaluate based on the Bid Proposal submitted before the Bid Closing Time. The Owner shall give the bidder a reasonable period of time to clarify the Bid Proposal but not less than 03 working days for the bidder to clarify the Bid. 23.5. In case of any inconsistencies in the Bid Proposal's content or on the condition that the content is unclear, The Owner requests clarification toward the bidder based on compliance as specified in ITB 23.1.

	23.6. In case of doubt about the authenticity of documents provided by the bidder, The Owner shall verify with organizations and individuals related to the content of the documents. 23.7. In case the Bidding documents requires the commitment, Contract Principles for equipment rental, main material supply, warranty, upkeep and maintenance, but such documents are not enclosed in the Bid Proposals, The Owner shall request The bidders to clarify their Bid Proposals and supplement documents within an appropriate period of time but not less than 03 working days as a basis for evaluation of Bid Proposals.
24. Deviations, imposing conditions, and omissions	24.1. "Deviation" means differences compared to the requirements stated in the Bidding Documents; 24.2. "Setting a condition" means stipulating restrictive conditions or demonstrating incomplete acceptance of the requirements stated in the Bidding Documents; 24.3. "Omission of content" means the failure of the Bidder to provide part or all of the information or documentation as required in the Bidding Documents.
25. Determination of responsiveness	25.1. The expert group shall determine the responsiveness of the Bid proposal based on the content of the Bid Documents as stipulated in ITB 10. 25.2. A substantially responsive Bid Proposal is one that meets the requirements of the Bidding documents without material deviations, conditions, or omissions. A material deviation, reservation, or omission is one that: a) If accepted, it would affect in any substantial way the scope, quality, or effectiveness of the services; limit in any substantial way, inconsistent with the Bidding documents, the Owner's rights or the bidder's obligations under the contract; b) If rectified, it would unfairly affect the competitive position of other the bidders presenting substantially responsive Bid proposals that meet the requirement of the Bidding documents. 25.3. The expert group must examine the technical aspects of the Bidding proposal as stipulated in ITB 15 and ITB 16 of the Instructions to Bidders to confirm that all requirements stipulated in the Bidding Documents have been met and that the Bid Documents do not contain material deviations, conditions, or omissions. 25.4. If the Bid Proposal is not substantially responsive to the requirements of the Bidding documents, it shall be rejected; not being allowed to deviations, reservation conditions or omission of basic content in such Bid Proposal with the purpose of making Bid Proposal to be met substantially responsive to the requirements of the Bidding documents.
26. Nonmaterial mistake	26.1. Provided that a Bid Proposal is substantially responsive, The Owner may waive any mistakes in the bid proposal that are not to be a

	material deviation, reservation, or omission. 26.2. Provided that a bid proposal is substantially responsive, The Owner, the expert team may request that the bidder submits the necessary information or documentation, within a reasonable period of time, to rectify inappropriate points or non-material mistake in the bid related to documentation requirements. The request for the provision of information and documentation to rectify such mistakes shall not be related to any aspect of the bidding price. Failure of the bidder to comply with the request may result in the rejection of its Bid Proposal. 26.3. Provided that a bid proposal is substantially responsive, the Owner, the expert team shall rectify quantifiable nonmaterial mistakes related to the bidding price; the bidding price shall be adjusted to reflect the price of a missing or non-conforming item or component; this adjustment is for comparison purposes only.
27. Sub-contractor	27.1. Sub-contractors mean organizations or individuals signing contracts with the bidders to perform a part of the work in the Table of Bid Price; this item does not include organizations or individuals providing of material, fuel, supplies, spare parts, semi-finished components, equipment, or the leasing of construction machinery. The hiring of labor by the Bidder to execute the package shall not be considered as the use of subcontractors. The Bidder must declare all subcontractors and their corresponding work items using Form 10A Chapter IV. In case the Subcontractor has not been identified at the time of Bidding, the Bidder must declare the estimated scope of the works for the Subcontractor. 27.2. The Bidder shall only use Subcontractor to perform work items provide that the total value assigned to such Subcontractor does not exceed the percentage (%) of the Bidder's total Bid Price as specified in the BDS. In the case of the Joint Venture, each member shall only be permitted to use Subcontractors for a value not exceeding the aforementioned percentage of the value of the work assigned to that specific member under the Joint Venture agreement. 27.3. Sub-contracting will not change the bidder's responsibilities. The bidders shall be responsible for the workload, quality, progress, and other responsibilities for the parts of the contract carried out by the subcontractors. Sub-contractors' qualifications and experiences shall not be considered in evaluation of the bidder's Bid proposal. The bidder itself must comply with qualifications criteria (no consideration of sub-contractors' qualifications and experiences). 27.4. The bidder may sign contracts with sub-contractors according to the list of sub-contractors stated in the Bid Proposal or sign contracts with sub-contractors approved by the Owner to participate in performing the work. 27.5. If the Bidder commits an act of assignment of bidding/subcontracting (chuyển nhượng thầu) as stipulated in Clause 8, Article 16 of the Law on

	Bidding, the Bidder shall be dealt with as stipulated in sub-point b, Clause 1, Article 133 of Decree No. 214/2025/ND-CP. 27.6. The contractor is not allowed to use subcontractors that participate in providing consulting services for the bid package, and the consulting works include: price appraisal; contract performance supervision, inspection; preparation and appraisal of bidding documents, bidding documents; evaluation of bidding documents, bidding documents; appraisal of pre-qualification results, contractor selection results; project management consulting, contract management, other consulting services which is directly related to the bid package.
28. Bid preferences in bidder selection	28.1. Preference Principles: a) In cases where a bidder is eligible for more than one type of preference in the evaluation of capability and experience or in the financial evaluation, only the most favorable preference applicable to each respective evaluation component shall be applied. b) If all bidders are equally entitled to preferences or none of the bidders is eligible for any preference, the preferences shall not be applied in the comparison and ranking process. c) The bidder shall declare its eligibility for preferences in accordance with Form No. 14, Chapter IV, and shall submit, together with the Bid, supporting documents evidencing its eligibility for such preference as prescribed in Clause 1, Article 10 of the Law on Bidding. If the Bid only contains declarations without the required supporting documents, or the supporting documents are incomplete, such preferences shall not be considered during the bid evaluation process. 28.2. Innovative products specified in Clause 4 Article 6 of Decree No. 214/2025/ND-CP refer to non-consulting services provided by domestic innovative start-up enterprises and shall be entitled to preferences as specified in the BDS. 28.3. In case a bidder is eligible for the preference specified in ITB 28.2, the bidder shall attach supporting documents in Bid Proposal. 28.4. The bidder shall declare the services/works eligible for preference using Form No. 14, Chapter IV as the basis for consideration and evaluation of preferences. In case the bidder fails to make such declaration, the services/works offered by the bidder shall be deemed not eligible for preference. 28.5. In cases the services/works offered by all bidders are not eligible for preference, the evaluation and determination of the preference margin shall not be conducted. 28.6. The bidder shall attach supporting documents to prove that the services offered by the bidder are eligible for the preference. 28.7. Other preferences/incentives as stipulated in the BDS.
29. Bid Proposal evaluation	29.1. The expert group shall apply the evaluation method stipulated in the BDS to evaluate the Bid proposal.

	29.2. Evaluation process: a) Step 1: Examination and Evaluation of Validity in accordance with Section 1, Chapter III; Bidders with valid Bids shall be considered for further evaluation of capacity and experience. b) Step 2: Evaluation of Capacity and Experience in accordance with Section 2, Chapter III. Bidders evaluated as "Responsive" in the capacity and experience criteria shall proceed to the technical evaluation. c) Step 3: Technical Evaluation in accordance with Section 3, Chapter III. Bidders evaluated as "Responsive" in the technical evaluation shall proceed to the financial evaluation. d) Step 4: Financial Evaluation in accordance with Section 4, Chapter III. đ) Step 5: Following the financial evaluation, the ranking of bidders shall be carried out in accordance with the BDS. In the event that only one bidder passes the financial evaluation, ranking of bidders shall not be required.
30. Contract negotiation	The negotiation of the Contract is specified as follows: 30.1. Contract negotiation shall be based on the following: a) Report on evaluation of the Bid Proposal; b) Bid Proposal and the bidder's records of clarification of bidding package (if any); c) The Bidding documents. 30.2. Principles of the contract negotiation: a) Not negotiating on the contents the bidder offered in accordance with the requirements of the Bidding documents; b) Contract negotiations must not change the bidder's bid price after correcting errors, adjusting deviations, and deducting the discount value (if any). c) When negotiating a contract for the deficient deviation, if the bidder's bid proposal does not have a unit price corresponding to the deviation, the lowest bid unit price among other the bidders' bid proposals that meet the technical requirements must be taken or taking the unit price in the approved estimate if this is the only the bidder who passes the technical evaluation step as a basis for negotiating that deficient deviation. 30.3. Contents of contract negotiation: a) Negotiating on unspecified, inappropriate, and inconsistent contents between Invitation to Bid and Bid Proposal, between different contents in the Invitation to Bid may lead to incidents, disputes, or impact on the contractual obligations of contracting parties; b) Negotiating on Deviations that have been found by the bidder and

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	the bidder's recommendations (if any); c) Negotiating on any issue that arises during the selection of the bidder (if any) with the aim of completing detailed contents of the bidding package; d) Nonmaterial omissions specified in ITB 30; e) Other necessary issues. 30.4. During contract negotiation, negotiating parties must proceed to complete the official agreement, detailed terms and conditions, and annexes that determine the detailed list of scope of supply, price list, and progress of supply. 30.5. If the negotiation fails, The Owner shall report to the Owner to consider, decide to invite the bidder who is ranked at the next positions for contract negotiation; if the successive negotiations also fail, The Owner shall report to the Owner to consider, decide the bidding cancellation as regulated in point a, ITB 32.1.
31. Conditions for recommendation as the awarded the bidder	The bidder shall be considered for recommendation as the winning bidder upon satisfying the following conditions: 31.1. Having Eligibility Bid Proposal as prescribed in Section 1, Chapter III; 31.2. Having qualifications and experiences satisfying requirements as prescribed in Section 2, Chapter III; 31.3. Having technical proposals satisfying requirements as prescribed in Section 3, Chapter III; 31.4. Meeting requirements specified in the BDS; 31.5. The bidder has the proposed price award (excluding taxex, fees, charges as specified in ITB 13.5) not exceeding the approved bidding package price. If the approved estimated budget of the bidding package is lower than or higher than the approved bidding package price, this estimate shall replace the bidding package price as the basis for consideration for recommendation as the winning bidder. 31.6. Missing deviations shall not exceed 10% of the Bid Price.
32. Bidding cancellation	32.1. The Owner shall notify the bidding cancellation in the following cases: a) All Bid Proposals fail to satisfy the requirements of the Invitation to Bid; b) Change of the objectives, scope of procurement resulting in changes in volume of work and evaluation criteria stated in the Invitation to Bid at The Owner's decision; c) The Invitation to Bid fails to comply with legislation on bidding or other relevant legislation that lead to the failure of the selected bidder to meet requirements for performing bidding package; d) Organizations and individuals other than the awarded the bidder commit prohibited acts specified in Article 16 of the Law on Bidding

	to deviations in the bidder selection results. đ) Bidding Cancellation as stipulated in Clause 5, Article 42 of the Law on Bidding. 32.2 Organizations and individuals infringing Law on bidding that lead to bidding cancellation as prescribed in point c, d, e in ITB 32.1 is undertaken to compensate expenses for related parties and be handled as prescribed by law. 32.3 In case of bidding cancellation specified in this section, the Owner shall return or release the Bid security to the bidder who has submitted the original Bid security within 05 working days, except where the Bidder has committed violations resulting in forfeiture of the Bid Security as specified Clause 9 Article 14 of the Law on Bidding.
33. Notice of the bidder selection result	33.1. The Owner shall publish the notice of contractor selection result on the System, within 05 working days from the date of approval of the contractor selection result. Notice of the bidder selection result shall include the following contents: a) Information of the bidding package: - Number of Invitations to The bidder; - Name of the bidding package; - Bidding package price or approved estimate (if any); - Name of Owner; - Form of the bidder selection; - Type of contract; - Time to implement the bidding package. b) Information of the awarded bidder: - Tax code; - Contractor name; - Bidding price; - Bidding price after discount (if any); - Technical scores (if any); - Evaluation price (if any); - Awarded bidding price; - Time to implement the bidding package. - Time of contract performance. c) List of unselected bidders and brief reasons of each bidder for not being selected. 33.2. In case a bidder requests a specific explanation for not being selected, the bidder shall submit the request via the System or meet directly with the Owner. The Owner is responsible for responding to the bidder's request within 02 working days from the date of receipt of the request. 34.3. In case of bidding cancellation as prescribed in point a, ITB 32.1, the notice of the bidder selection results and the information published on the System must clearly state the reason for cancellation of bidding.

34. Change in volume of goods and services	34.1. At the time of awarding contract, The Owner are entitled to increase or decrease the volume of goods, services stated in Chapter IV provided that such change not exceeding the rate specified in the BDS and there is not any change in the unit price or other terms and conditions of the Bid Proposals and Invitation to Bid. 34.2. Additional purchase option: Before the contract expires, the Owner has the right to purchase an additional volume of goods or services in the bidding package other than the volume stated in Chapter IV provided that it does not exceed the rate specified in the BDS. The additional work must be similar to the work specified in the signed contract and must have predefined unit prices. The additional quantities shall not be considered for evaluating the Contractor's qualifications and experience. For joint ventures, the distribution of responsibilities for executing the additional work under the purchase option shall be based on the work allocation ratio in the signed contract unless otherwise agreed upon by the parties.
35. Notice of Bid Proposal acceptance and contract award	After publishing the notice of the bidder selection results, The Owner sends a notice of acceptance of bid proposals and contract award, including requirements on measures of contract performance guarantee, completion time, and contract signing. Notice of acceptance of bid proposals and contract award are part of the contract documentation. In case the awarded bidder fails to complete, sign the contract, or submit the contract performance guarantee within the deadline stated in the notice of bid proposal's acceptance and contract award, the bidder shall be disqualified and shall not be refunded the value of the Bid bond as prescribed in ITB 18.5. The time limit specified in the Notice of Acceptance of Bidding proposal and Contract Award shall be calculated from the date the Owner sends this notice of acceptance to the successful Bidder on the System.
36. Conditions for signing of contract	36.1. At the time of signing the contract, the Bid Proposal of the selected bidder is still valid. 36.2. At the time of signing the contract, the successful bidder must ensure to meet requirements on technical and financial capability for implementation as prescribed in the bidding documents. If the bidder no longer meets the basic requirements of technical and financial capability prescribed in the bidding documents, the Owner shall refuse to sign a contract with the bidder. The Owner shall, therefore, cancel the previous decision on approval of the bidder selection result and contract award and shall invite the bidder who is ranked at the next position for contract negotiation. 36.3. The Owner shall ensure conditions on funding for advance payment, payment funding, and other necessary conditions for carrying out the bidding package on the schedule.
37. Contract	37.1. Before signing a contract or before the contract comes into effect,

performance guarantee	the bidder shall provide a contract performance guarantee as specified in Section 5 GCC Chapter VI. In case of applying a form of contract performance guarantee, the form specified in Part 4 or another form approved by the Owner shall be complied. 37.2. The bidder shall not be entitled to the returning of the contract performance guarantee in the following cases: a) The bidder refuses to perform the contract after the date the contract comes into force; b) The bidder violates agreements in the contract; c) Performing the contract behind schedule due to the bidder's fault but refusing to extend the validity of the contract performance guarantee.
38. Handling of complaints in bidding	38.1. For bidding packages falling under the governing scope of the Law on Bidding. a. When their lawful rights and interests are affected, the Bidder, agency, or organization may submit a petition to the competent person or the Owner requesting a review of issues in the Bidder selection process or the Bidder selection results, as stipulated in Article 89 of the Law on Bidding and Articles 137, 138, and 139 of Decree No. 214/2025/ND-CP. b. In case of petition submission to Owner, the Bidder, agency, or organization shall send the petition to Owner. In case of petition submission to the Competent Person (Authority), the Bidder shall send the petition to the address stipulated in the BDS. 38.2. For contractor selection activities specified at Point d, Clause 7, Article 3 of the Law on Bidding, or contractor selection activities not falling within the scope of application of the Law on Bidding, the settlement of complaints/petitions shall be carried out in accordance with the provisions in the BDS.

Chapter II. BIDDING DATA SHEET

ITB 1.1	Owner's name: Phu My Thermal Power Company
ITB 1.2	Name of Package No. 2: Supply of repaired/refurbishment services of Hot Gas Path components for the major overhaul on GT25 unit of Phu My 2.1 Ext. Thermal Power Plant. Project's name: The major overhaul on GT25 unit of Phu My 2.1 Ext. Thermal Power Plant in 2029. Number of parts in the bid package: Lump sum, not divided into parts.
ITB 3	The source of funding: Capital budget for the major overhaul of the GT25 unit and working capital.
ITB 5.1 (d)	Competitiveness in the bidding must be ensured by following rules: - The bidders participating in bidding do not have a shareholding or equity contribution representing more than 30% with: + The Owner: Phu My Thermal Power Company, Phu My 1 Industrial Zone, Phu My town, Ho Chi Minh City, Viet Nam. Unless Owner, and the Bidder are in the same state-owned economic corporation and the product of the procurement is the input of the Investor and Owner and the output of the Bidder and the primary business line of the corporation. - The ratio of shares and equity contributions between the parties is determined at the deadline for submission of Bid Proposal and according to the ratio stated in the business registration certificate, establishment decision, and other documents of equivalent value. - In case the bidder participates in the bidding as a joint venture or the consultant is selected as a joint venture, the equity Owner ratio of other organizations and individuals in the joint venture is determined according to the following formula: $\text{Ownership ratio} = \sum_{i=1}^n X_i \times Y_i$ Of which: X_i: Equity Owner ratio of other organizations and individuals in the i-th joint venture member; Y_i: Percentage (%) of the work volume of the i-th joint venture member in the joint venture agreement; n: Number of members participating in the joint venture. - Domestic Bidders falling under the case stipulated in sub-point g, Clause 1, Article 10 of the Law on Bidding, when offering products manufactured by themselves, shall not be required to comply with the provisions on ensuring competition stipulated in this Item

ITB 7.5	Pre-bidding conference: No
ITB 8	Payment for the Bidding documents: Free of charge
ITB 10.7	The Bidder shall submit the following documents along with the Bid: - Technical documents and technical analysis, drawings (Assessment table meeting technical requirements according to the technical criteria stated in the Scope of Supply table) to prove the technical characteristics of the goods. - Technical solution, including the organization and implementation plan for service provision. - A copy of the Business Registration Certificate / Enterprise Registration Certificate / Investment Certificate issued in accordance with applicable laws, or the Establishment Decision in case of organizations not subject to business registration. - Photocopies of the financial statements for the last 3 (three) fiscal years (2023, 2024, 2025) and a certified copy issued by a competent authority (or equivalent) of one of the following documents: + Inspection record of tax declaration; + Tax statement (VAT and enterprise income tax) whose time of submitting certified by tax authority; + Documentary evidence on electronic tax declaration by the bidder; + Certification of tax liability issued by the tax authority (certifying amount paid in the whole year); + Auditor's report (if any); + Other documents. - A copy certified by the bidder, of documents related to similar contracts as specified in Section 2, Chapter III, including but not limited to: contracts, acceptance records, contract liquidation/settlement reports, invoices, etc. - Commitment to provide evidence document to the validity of Goods after repair/refurbishment according to the provisions of Chapter V of the Bidding documents. - Commitment on the Contractor's qualifications and experience in compliance with Chapter V of the Bidding Documents. - Procedure for performing refurbishment services for Hot Gas Path components as specified in Chapter V of the Bidding Documents. - Offer for Hot Gas Path components Refurbishment services. - Other commitments as required by the Bidding Documents. In case the Bid Closing Time after the end of the Bidder's fiscal year (Year Y) and before or on the last day of the third month following the end of Year Y, the requirement for fulfillment of tax declaration and tax payment obligations shall apply to the fiscal year preceding Year Y (Year Y-1). (For example, if the Bid Closing Time after 31st December 2025 and by 31st March 2026 and the Bidder's fiscal year ends on 31st

	December, the Bidder shall be required to demonstrate fulfillment of tax declaration and tax payment obligations for fiscal year 2024).
ITB 12.1	The bidder is NOT allowed to submit a technical alternative.
ITB 13.4	In the detailed price quotation table, the bidder shall offer prices according to the following requirements at Form 13 of Chapter IV. The Bidder shall submit its quotation based on the Terms and Delivery Location specified in sub-item 1, Item 3, Article B, Section I, Chapter V of the Bidding Documents, specifically as follows: - EXW (Incoterms 2020) for hot gas path components sent for repair/refurbishment. - DAP (Incoterms 2020) for repaired/refurbished hot gas path components upon delivery.
ITB 16.2	The documentary evidence of the bidder's qualifications to perform the contract if the bidder wins the bid: Not applicable.
ITB 17.1	Bid validity period: ≥ 150 days from the Bid Closing Date.
ITB 18.2	Contents of Bid Bond: - The amount and currency of the Bid Bond shall be: VND 484.886.000 (In word: Four hundred eighty four million eight hundred eighty six thousand dong) or 15.678,81 EUR (In word: Fifteen thousand six hundred seventy eight EUR and eighty one cents). - The Bid security shall be valid for 180 days from the Bid Closing Time. For bidders whose names are included in the list of bidders having committed the acts specified in Clause 1, Article 20 of Decree No. 214/2025/NĐ-CP and published on the National E-Procurement System, such bidders shall furnish a Bid Security with a value 3 (three) times the required amount stated above, for a period of 2 (two) years from the date of the most recent occurrence of such acts. In case of Joint Venture, Joint Venture members who commit practices specified in Clause 1, Article 20 of Decree No. 214/2025/NĐ-CP must furnish a Bid security with a value of 3 times greater than specified value (corresponding to assigned work in Joint Venture agreement) within 2 years from the last time of committing violation.
ITB 18.4	The Bid security of the unsuccessful bidders shall be returned or released in a maximum of 14 days from the date on which written approval for contractor selection results.
ITB 19.1	1. The Owner's address (for receiving the Bid Proposal): Phu My Thermal Power Company, Phu My 1 Industrial Zone, Phu My Ward, Ho Chi Minh City, Vietnam. 2. The Bid Closing Time is: Time: 02:30 pm (local time) on June 9th 2026

ITB 20.1	- Quantity of Proposal: 01 original and 01 copies - 1 (one) storage device (USB) containing: + The Bid Documents in PDF format (the electronic version shall be identical to the hard-copy submission); and + 1 (one) Table of Bid Price file in Excel format (.xlsx) and 1 (one) Table of Proposal for Goods file, prepared in accordance with the forms specified in the Bidding Documents (these soft files are provided solely for the purposes of consolidation, comparison and evaluation; the hard-copy version of the Bid shall prevail as the legal basis for Bid evaluation). All of the Proposals shall be sealing and marking as requirement in ITB 20. In case of modification or substitution of Proposal, the bidders must submit an equal number of copies of modification or substitution alternative.
ITB 21.1	The Bid proposal shall be opened publicly: Address: Phu My Thermal Power Company, Phu My 1 Industrial Zone, Phu My ward, Ho Chi Minh City, Vietnam Time: 03:30 pm (local time) on June 9th 2026
ITB 27.2	The value of the works to be performed by subcontractors shall not exceed twenty percent (20%) of the total Bid Price.
ITB 28.2	Preference Calculation Method: Innovative products specified in Clause 4, Article 6 of Decree No. 214/2025/ND-CP are non-consulting services provided by domestic innovative start-up enterprises and are entitled to the following preferential treatment: Bidders that are not eligible for such preferential treatment shall have an additional amount equal to 7.5% of the bid price minus the discount value (if any) added to their bid price minus the discount value (if any) for comparison and ranking of Bid Proposal.
ITB 28.7	Other preferences (if any): None applicable
ITB 29.1	Bid proposal evaluation methods: - Evaluating the eligibility of ITB: using Pass/Fail criteria. - Evaluation of the bidder's qualifications and experience: using Pass/Fail criteria. - Technical evaluation: using Pass/Fail criteria - The price evaluation: Lowest price method.
ITB 29.2(d)	Bidder Ranking: The Bidder whose bid price, after arithmetical correction, adjustment for errors and deviations, minus any discount (if any), and plus any preference/incentive value (if any), is the lowest shall be ranked first.

ITB 31.4	Having the lowest bidding price for the whole package after rectification of errors, adjustment of discrepancies, taking into account discount (if any), conversion of bidding price into a single currency, and addition of preferential treatment value (if any).
ITB 34.1	The maximum percentage of work volume that may be increased: 10% (ten percent). The maximum percentage of work volume that may be decreased: 10% (ten percent).
ITB 34.2	Additional purchase option: Not applicable. Maximum additional purchase option ratio: Not applicable.
ITB 38.1	- Competent person (Authority): Director of Phu My Thermal Power Company + Address: Phu My 1 Industrial Zone, Phu My ward, Ho Chi Minh City, Vietnam + Email: ndpm@phumytpc.genco3.vn - Standing division assisting the Chairman of the Advisory Council for Petition Resolution: Not applicable (None)
ITB 38.2	When their lawful rights and interests are affected, the Bidder, agency, or organization may submit a petition according to the procedure stipulated in Decree No. 214/ND-CP/2025. - Competent Person (Authority): Director of Power Plants Repair Services Company - Branch of Power Generation Corporation 3 - Joint Stock Company + Address: Phu My 1 Industrial Zone, Phu My Ward, Ho Chi Minh City, Vietnam. + Email: ndpm@phumytpc.genco3.vn

CHAPTER III.

BID EVALUATION CRITERIA

Section 1. Evaluation of Bid Eligibility

1.1. Examination of Bid Proposal:

- a) Verify the number of original, duplicate copies of the Bid;
- b) Verify the composition of the original Bid, including: Letter of Bid, Joint Venture Agreement (if any), Power of Attorney to sign the Letter of Bid (if any), Bid Security, documents proving eligibility, documents proving the bidder's qualification (qualifications and experience); technical proposal; price proposal and others as prescribed in ITB 10.
- c) Verify the consistency between the original and the duplicate copies for the purpose of conducting the detailed evaluation of the Bid.

1.2. Evaluation the eligibility of the Bid:

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

- a) There is an original Bid proposal;
- b) There is an original Letter of Bid signed and sealed (if any) by the bidder's legally authorized representative. For Joint Venture, Letter of Bid must be signed and sealed (if any) by legal representative of each Joint Venture's partner or the assigned Joint Venture's partner duly authorized to sign the Letter of Bid according to the relevant Joint Venture agreement;
- c) The completion time mentioned in the Letter of Bid shall conform to the technical proposal and the requirements in the Bidding Document;
- d) The Bid Price mentioned in the Letter of Bid shall be detailed, specified in both numerals and words, and conform to the total Bid Price. Different bid prices or bid prices with disadvantageous conditions for the Owner or the Owner's Representative shall not be proposed.
- d) The validity period of the Bid meets the requirement as prescribed in ITB 17.1.
- e) There is a Bid Security which does not violate regulations in ITB 18.3. Bid Security shall be signed and sealed (if any) by the legally authorized representative of domestic credit institution or a foreign bank branch established under Vietnamese law, or insurance certificate shall be signed and sealed (if any) by the legally authorized representative of a domestic non-life insurance enterprise, foreign non-life insurance enterprise branch established under Vietnamese law with value, validity period and beneficiary name as requirements in Bidding Document (For Electronic Bid Security the digital signature is required). The Bid Security or insurance certificate must not be issued before the release of the Bidding Document, not accompanied by disadvantaged conditions to the Owners, Owner (including failure to meet the commitments required in Form 04A, 04B Chapter IV).
- g) The bidder shall not have its name included in multiplied Bid Proposal as a single bidder

or a Joint Venture's partner for the same package.

h) There is a Joint Venture agreement signed and sealed (if any) by the legal representative of each Joint Venture's member and specify detailed tasks and estimate corresponding value performed by each member as required in Form 03 Chapter IV.

i) The bidder is eligible as required in ITB 5.

j) Within three (03) years prior to the Bid Closing Time, the Bidder shall not have any personnel (who had an employment contract with the Bidder at the time the violation was committed) convicted by a court for violations of bidding regulations causing serious consequences under the applicable criminal laws, committed for the purpose of enabling the Bidder to obtain the contract award.

The bidder with a valid bid will be considered and evaluated for qualifications and experience.

Section 2. Qualifications and experience evaluation criteria¹.

2.1. Qualifications and experience evaluation criteria.

The criteria for assessing the qualifications and experience of the Bidder shall be specified in Table No. 01. The "Pass/Fail" method shall be used to evaluate qualifications and experience criteria, in which minimum requirements must be clearly defined for each aspect of the Bidder's qualifications and experience, including: Experience in performing similar goods supply contracts; Experience and qualifications in carrying out repaired/refurbishment services; Financial qualifications, including net asset value, revenue, fulfillment of tax declaration and tax payment obligations, and other necessary financial indicators to assess the Bidder's financial status; Technical facilities and professional qualifications of personnel involved in related services (if required).

For a Joint Venture, qualifications and experience are determined by the aggregated qualifications and experience of all its members, however, each Joint Venture member must meet the qualifications and experience requirements for the portion of work they are responsible for (Except for the revenue criteria as guided in Section 3.1). If any Joint Venture member fails to meet these requirements, the Joint Venture will be evaluated as failing to meet the qualifications and experience requirements.

The subcontractors' qualifications and experience will not be considered when evaluating the Bid of the main Bidder. The main Bidder themselves must meet the qualifications and experience criteria (excluding the subcontractors' qualifications and experience).

Not setting a requirement that the Bidder must have previously executed one or more contracts in a specific geographical area or that the Bidder must have experience in supplying goods or services in a specific geographical area as a criterion for Bidder elimination.

In cases where the contract currency stated in similar contracts, payment confirmations from the Employer for previously executed goods supply contracts, tax declarations, or other supporting documents demonstrating the Bidder's qualifications and experience are not denominated in VND, the Bidder shall convert such amounts into VND when preparing the Bid. The applicable exchange rate shall be the Telegraphic Transfer Middle rate (the arithmetic mean of the buying and selling transfer rates) of Joint Stock Commercial Bank for Foreign Trade of Vietnam (Vietcombank) on the invoice date of the similar contract/ date of the financial statements/ date of relevant documents.

In the case where the Bidder is a parent company (e.g., a Corporation) and mobilizes its subsidiaries or affiliates to execute part of the contract scope, the Bidder must declare in detail the scope of work assigned to each subsidiary or affiliate, using Form No. 10B, Chapter IV. The evaluation of experience in performing similar contracts shall be based on the value and volume of work actually undertaken by the parent company, subsidiaries, or affiliates in such contracts.

The bidder is considered to satisfy the qualifications and experience requirements if it meets the criteria specified in this Section. The bidder that does not meet the qualifications and experience requirements will be disqualified and will not be considered for further evaluation.

The evaluation of qualifications and experience is carried out based on the following criteria table:

CRITERIA TABLE FOR EVALUATION OF BIDDER'S QUALIFICATIONS AND EXPERIENCE

Qualifications and Experience Criteria			Compliance requirements			Documents to be submitted
No.	Description	Requirement	Independent bidder	Joint Venture		
				Total Joint Venture members	Each Joint Venture member	
1	History of Contract Non-Completion due to the Bidder's fault	From January 1 st , 2023, until the Bid Closing Time, the bidder shall not have more than 2 (two) contract (supply of non-consulting services) that were terminated or failed to be completed due to the Bidder's default. ⁽¹⁾	Must meet this requirement	Not applicable	Must meet requirement	Form 08
2	Fulfillment of tax and declaration payment obligations	Has fulfilled tax declaration and payment obligations ⁽²⁾ for the latest fiscal year prior to the bid closing time. The Bidder has fulfilled the tax declaration and tax payment obligations of the latest fiscal year prior to the Bid Closing Time. The Bidder shall provide documents proving it has fulfilled its corporate income tax declaration and tax payment obligations for the latest fiscal year prior to the Bid Closing Time. If the Bidder or member of Joint Venture are Vietnamese enterprise, it shall submit one of the following documents: - Tax declarations (or tax payment	Must meet requirement	Not applicable	Must meet requirement	Commitments in the Letter of Bid and Identification documents

Qualifications and Experience Criteria			Compliance requirements			Documents to be submitted
No.	Description	Requirement	Independent bidder	Joint Venture		
				Total Joint Venture members	Each Joint Venture member	
		notices issued by the tax authority in the case of household businesses) and payment receipts certified by the tax authority, printed from the electronic tax system, or - Tax declarations (or tax payment notices issued by the tax authority in the case of household businesses) and confirmation from the tax authority regarding the fulfillment of tax obligations. If the Bidder or a member of the Joint Venture is a foreign enterprise, it shall submit a confirmation issued by the relevant tax authority or equivalent documents, in accordance with the laws of its country of establishment, certifying the fulfillment of its tax obligations. In case the Bid Closing Time after the end of the Bidder's fiscal year (Year Y) and before or on the last day of the third month following the end of Year Y, the requirement for fulfillment of tax declaration and tax payment obligations shall apply to the fiscal year preceding Year Y (Year Y-1). (For example, if the Bid Closing Time after 31st December 2025 and by 31st March				

Qualifications and Experience Criteria			Compliance requirements			Documents to be submitted
No.	Description	Requirement	Independent bidder	Joint Venture		
				Total Joint Venture members	Each Joint Venture member	
		2026 and the Bidder's fiscal year ends on 31st December, the Bidder shall be required to demonstrate fulfillment of tax declaration and tax payment obligations for fiscal year 2024).				
3	Financial capacity requirements					
3.1	Average annual revenue (excluding VAT) (2)	The average annual revenue (excluding VAT) of the bidder for the 3 (five) latest fiscal years prior to the Bid Closing Time ≥ 32.325.720.762 VND/1.045.253,56 EUR.	Must meet requirement	Must meet requirement	Not applicable	Form 09
4	Experience in executing similar contracts	The bidder has completed at least one similar contract as the main bidder (either independently or as a Joint Venture member) from January 1, 2023 to the Bid Closing Time. A similar contract is defined as: - Of a similar nature: + A contract for the provision of repair/refurbishment services for power plants. - Of a minimum size (value): VND 9.697.716.229 / EUR 313.576,07.	Must meet requirement	Not applicable	Must meet requirement (corresponding value in the Joint Venture Agreement)	Form 06

Note:

(1) Non-consulting service contracts that were not completed due to the bidder's fault include the following:

- Non-consulting service contracts in which Owner concluded that the bidder failed to complete the contract and the bidder did not object to this conclusion;
- Non-consulting service contracts in which the Employer concluded that the bidder failed to complete the contract, the bidder did not accept this conclusion,

but such conclusion was later upheld by an arbitration tribunal or a court of law in a manner unfavorable to the bidder.

Non-consulting service contracts that were not completed do not include those where the Employer's decision was overturned through a dispute resolution mechanism. The determination of an uncompleted contract must be based on all available information regarding disputes or litigation resolved in accordance with the dispute resolution mechanism of the relevant contract and only when the bidder has exhausted all possible appeal opportunities. Contracts that experienced delays due to the bidder's fault but were eventually completed shall not be considered as uncompleted contracts.

For a joint venture bidder, if only one or several members violated the contract and were prohibited from participating in bidding activities in accordance with Clause 1, Article 125 of Decree No. 24/2024/NĐ-CP, the remaining member(s) shall not be deemed to have failed to complete the contract due to the bidder's fault. In cases where one or several members violated the contract and lost the qualifications to continue performance, severely affecting the progress, quality, or effectiveness of the package, then only the violating member(s) shall be considered to have failed to complete the contract, while the remaining member(s) shall not be held accountable for such failure.

(2) In case the bidder has been established for fewer years than the number required in the bidding documents, the average annual revenue (excluding VAT) shall be calculated based on the number of years the bidder has been established. In such cases, if the average annual revenue (excluding VAT) meets the required value stated in the bidding documents, the bidder shall not be disqualified and will continue to be evaluated.

For individual business households, submission of financial statements is not mandatory, but the bidder must provide supporting documents proving revenue corresponding to their tax obligations.

If the Bid Closing Time falls after the end of the bidder's fiscal year (Year Y) but before or within the last day of the third month from the end of Year Y, the requirement for submitting financial statements shall apply to the years preceding Year Y (i.e. Year Y-1, Year Y-2, etc.).

Example 1: If the Bid Closing Time is March 20, 2025, and the bidder's fiscal year ends on December 31, and the bidding documents require submission of financial statements for the last 3 (three) years, then the bidder must submit financial statements for the years 2023, 2024 and 2025.

Example 2: The required average annual revenue (excluding VAT) is calculated based on the last 3 (three) fiscal years prior to the Bid Closing Time. If the Bid Closing Time is November 15, 2025, the bidder must submit financial statements for 2023, 2024 and 2025. If the bidder was established in 2022 and the average revenue of 2023, 2024 and 2025 meets the required value, the bidder shall continue to be evaluated.

For contracts in which the bidder participated as a joint venture member or subcontractor, only the portion of the contract performed by the bidder shall be taken into account.

2.2. Evaluation criteria for key personnel: Not applicable.**Section 3. Technical evaluation criteria**

The bid shall be considered technically responsive when it fully meets the following criterias.

No.	Requirement	Level of responsiveness	
		Responsive	Nonresponsive
1.	Scope of supply and procedure for the repair/refurbishment of Hot Gas Path components.	Comply with the required scope of supply and procedure for the repair/ refurbishment of Hot Gas Path components or propose improved execution procedures that meet the requirements as specified in sub-item 1&2, Item II, Article B, Section 1 Chapter V.	Does not comply with the required scope of supply and/or procedure for the repair/refurbishment of Hot Gas Path components and/or propose improved execution procedures that fail to meet the requirements as specified in sub-item 1&2, Item II, Article B, Section 1 Chapter V.
2.	The completion time for repair/refurbishment services of Hot Gas Path components as required in sub-item 2, Item III, Article B, Section 1, Chapter V.	$\leq$ Required time	$>$ Required time
3.	Warranty time: As required in sub-item 6, Item III, Article B, Section 1, Chapter V.	$\geq$ Required time	$<$ Required time
4.	Repair/ refurbishment services commitment.	The Bidder commits to providing repair /refurbishment services as specified sub-item 3, Item III, Article B, Section 1, Chapter V.	The Bidder does not commit, or its commitment does not comply with the requirements for repair/ refurbishment services specified in sub-item 3, Item III, Article B, Section 1, Chapter V (After Clarification of Bidding proposal – if any).
5.	The qualifications and experience of the repair/refurbishment service provider.	Comply with the requirements regarding the qualifications and experience of the repair/refurbishment service provider as specified in sub-item 5, Item III, Article B, Section 1, Chapter V.	Does not comply with the requirements regarding the qualifications and experience of the repair/refurbishment service provider as specified in sub-item 5, Item III, Article B, Section 1, Chapter V.
6.	Commit to providing all Documents accompanying	The Bidder commits to providing the required	The Bidder does not commit, or its commitment does not

No.	Requirement	Level of responsiveness	
		Responsive	Nonresponsive
	the goods after repair/refurbishment.	documents after repair/refurbishment as required in sub-item 4, Item III, Article B, Section 1, Chapter V.	comply with the requirements for providing documents after repair/refurbishment as required in sub-item 4, Item III, Article B, Section 1, Chapter V (After Clarification of Bidding proposal – if any).
7.	Terms and Delivery Location	Comply with the requirements regarding the Delivery Location and Terms as required in sub-item 1, Item III, Article B, Section 1, Chapter V.	Does not comply with the requirements regarding the Delivery Location and/or Terms as required in sub-item 1, Item III, Article B, Section 1, Chapter V.
	Responsive	All technical requirements are evaluated as responsive	
	Nonresponsive	Any technical requirements are evaluated as non-responsive	

Note:

- The bidder is evaluated as responsive when all technical requirements are responsive. Failure to comply with this requirement shall result in the rejection of the Bid, and that Bid will not be further evaluated in the next steps.
- The assessment is based on the Bidding Documents and the clarification between the Owner and the bidder during the assessment process.

Section 4. Financial evaluation criteria**The Lowest price method:**

The method of determining the lowest price is as follows:

Step 1. Determine the bid price.

Step 2: Correction of Errors and Adjustment of Deviations.

1. Correction of errors refers to the process of rectifying mistakes within a Bid, including arithmetic errors and other discrepancies, which shall be conducted based on the following principles:

a) Arithmetic errors include inaccuracies in addition, subtraction, multiplication, and division performed during the calculation of the Bid Price. For output-based contract, in the event of an inconsistency between the unit price and the total amount, the unit price shall prevail as the basis for correction; however, if there is an obvious displacement of the decimal point in the unit price (by a factor of 10, 100, 1,000, etc.), the total amount shall prevail and the unit price shall be corrected;

b) In the event that the total amount is incorrect due to errors in the addition or subtraction of line-item values, the individual line-item values shall prevail as the basis for correction.

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c) In the event of a discrepancy between the Bid Price in figures and the Bid Price in words, the amount in words shall prevail as the basis for correction, unless the amount in words is meaningless; if the amount in words contains arithmetic errors, the amount in figures shall prevail as the basis for correction after being rectified (if any) in accordance with points (a) and (b) of this Clause.

d) Where the total amount column is fully populated, but the corresponding unit price is missing, the unit price shall be determined by dividing the total amount by the quantity. When a unit price is provided but the total amount column is left blank, the total amount shall be determined by multiplying the quantity by the unit price. If both unit price and total amount are provided for an item but the quantity is blank, the missing quantity shall be determined by dividing the total amount by the unit price for that item. If the quantity determined under this principle differs from the quantity specified in the Bidding Documents, such discrepancy shall be considered a deviation in the scope of supply and shall be adjusted in accordance with Clause 2 of this Article.

d) Errors in Units of Measure: Such errors shall be corrected to comply with the requirements of the Bidding Documents.

2. Adjustment of Deviations in the Scope of Supply:

a) Deviations in the Scope of Supply:

In the event that a bidder lists work items as required in the Bidding Documents but fails to provide a unit price and total amount for one or more of such items, this shall be considered a missing deviation. Such deviation shall be adjusted in accordance with point (b) of this Clause for the purpose of Bid proposal evaluation and ranking.

In the event that a work item specified in the Bidding Documents is not listed in the bidder's Table of Price Bid, it shall be considered an omission in the Bid Proposal and shall be adjusted in accordance with point (c) of this Clause for the purpose of Bid Proposal evaluation and ranking. If a work item specified in the Bidding Documents is listed in the Table of Price Bid but the quantity is less or more than the required amount, it shall be considered a missing or surplus deviation, respectively, and shall be adjusted in accordance with point (b) of this Clause.

Any work item listed in the bidder's Table of Price Bid that is outside the scope of work specified in the Bidding Documents shall be considered a surplus deviation and shall be adjusted in accordance with point (b) of this Clause.

b) Adjustment of Surplus and Missing Deviations in the Scope of Supply:

In the event that a Bidder's Bid Proposal submits one or more items as specified in point (a) of this Clause and lacks unit prices for such items, the highest unit price quoted for these items among other technically responsive Bid Proposals shall be used as the basis for deviation adjustment. Should none of the technically responsive Bid Proposals provide a unit price, the unit price specified in the package's cost estimate shall be used. In the absence of a cost estimate, the unit prices used to determine the package price shall serve as the basis for adjustment to evaluate and rank Bidders. The adjustment of missing deviations is conducted solely for the purpose of Bid Proposals comparison and ranking.

In the event that a Bidder's Bid Proposal provides a quantity that is less than the requirement specified in the Bidding Documents, the value of the missing work shall be added based on the corresponding unit price provided in that Bid Proposal.

In the event that a Bidder's Bid Proposal provides a quantity that exceeds the requirement specified in the Bidding Documents, the value of the surplus work shall be deducted based on the corresponding unit price provided in that Bid Proposal.

3. In the event that a Bidder provides a letter of discount, the correction of errors and adjustment of deviations shall be carried out based on the Bid Price before the discount is applied. The percentage (%) of missing deviations shall be determined in relation to the Bid Price stated in the Letter of Bid.

4. Application of unit prices for missing deviations for the first-ranked bidder:

In the event that a Bidder's Bid Proposal remains the first-ranked after deviation adjustments under point (b), Clause 2 of this Article, but lacks unit prices for the missing deviations, the proposed contract unit prices for such deviations shall be determined based on the following order of priority: the lowest corresponding unit price among all technically responsive Bid Proposals; the unit price in the package's cost estimate; or the unit price used to determine the package price (in the absence of a cost estimate).

5. Upon completion of the error correction, deviation adjustment, and application of unit prices for missing deviations in accordance with Clauses 1, 2, 3, and 4 of this Article, the Owner shall notify the Bidder in writing of such results. Within 03 working days from the date of receipt of the Owner's notice, the Bidder must provide written confirmation to the Owner accepting the results of the error correction, deviation adjustment, and application of unit prices. If the Bidder does not agree with these results, its Bid Proposal shall be rejected, unless the Owner's correction, adjustment, or application of unit prices is found to be inappropriate or inaccurate.

Step 3: Determination of the Bid Price after error correction and deviation adjustment, minus any discount (if any);

Step 4: Determine the preferential value (if any) according to the provisions of ITB 28.

Step 5: Converting Bid Prices to a single currency for evaluation purposes (if any).

Step 6: Rank the bidders: The Bid Proposal shall be ranked based on the Bid Price after error correction and deviation adjustment, minus discount (if any); determination of domestic preference (if any); and conversion of Bid Prices into a single currency (if any). Bid Proposals shall be compared to identify the lowest evaluated price; the Bidder with the lowest evaluated price shall be ranked first.

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Chapter IV. BIDDING FORMS

SCOPE OF SUPPLY

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No.	List of Hot Gas Path components for repair/refurbishment services	Unit	Bidding Quantity	Description of repair/refurbishment works	Delivery/Pick-up Location	Date of Delivery
1.	Repair/refurbishment services for Turbine vane row 1	PCS	46	Details according to sub-item 2, Item II, Article B, Section 1, Chapter V	Warehouse of Phu My Thermal Power Company, Phu My 1 Industrial Zone, Phu My ward, Ho Chi Minh City, Vietnam.	Within 315 (three hundred fifteen) days from the date effective date of the Contract.
2.	Repair/refurbishment services for Turbine vane row 2	PCS	48	Details according to sub-item 2, Item II, Article B, Section 1, Chapter V	Warehouse of Phu My Thermal Power Company, Phu My 1 Industrial Zone, Phu My ward, Ho Chi Minh City, Vietnam.	Within 315 (three hundred fifteen) days from the date effective date of the Contract.
3.	Repair/refurbishment services for Turbine vane row 3	PCS	1	Details according to sub-item 2, Item II, Article B, Section 1, Chapter V	Warehouse of Phu My Thermal Power Company, Phu My 1 Industrial Zone, Phu My ward, Ho Chi Minh City, Vietnam.	Within 315 (three hundred fifteen) days from the date effective date of the Contract.
4.	Repair/refurbishment services for Turbine vane row 4	PCS	2	Details according to sub-item 2, Item II, Article B, Section 1, Chapter V	Warehouse of Phu My Thermal Power Company, Phu My 1 Industrial Zone, Phu My ward, Ho Chi Minh City, Vietnam.	Within 315 (three hundred fifteen) days from the date effective date of the Contract.
5.	Repair/refurbishment services for Turbine blade row 1	PCS	89	Details according to sub-item 2, Item II, Article B, Section 1, Chapter V	Warehouse of Phu My Thermal Power Company, Phu My 1 Industrial Zone, Phu My ward, Ho Chi Minh City, Vietnam.	Within 315 (three hundred fifteen) days from the date effective date of the Contract.
6.	Repair/refurbishment services for Turbine blade row 2	PCS	89	Details according to sub-item 2, Item II, Article B, Section 1, Chapter V	Warehouse of Phu My Thermal Power Company, Phu My 1 Industrial Zone, Phu My ward, Ho Chi Minh City, Vietnam.	Within 315 (three hundred fifteen) days from the date effective date of the Contract.

No.	List of Hot Gas Path components for repair/refurbishment services	Unit	Bidding Quantity	Description of repair/refurbishment works	Delivery/Pick-up Location	Date of Delivery
7.	Repair/refurbishment services for IGV (Inlet Guide Valve)	PCS	36	Details according to sub-item 2, Item II, Article B, Section 1, Chapter V	Warehouse of Phu My Thermal Power Company, Phu My 1 Industrial Zone, Phu My ward, Ho Chi Minh City, Vietnam.	Within 315 (three hundred fifteen) days from the date effective date of the Contract.
8.	Repair/refurbishment services for Compressor Rotor Blade Stage 1	PCS	29	Details according to sub-item 2, Item II, Article B, Section 1, Chapter V	Warehouse of Phu My Thermal Power Company, Phu My 1 Industrial Zone, Phu My ward, Ho Chi Minh City, Vietnam.	Within 315 (three hundred fifteen) days from the date effective date of the Contract.
9.	Repair/refurbishment services for Compressor Rotor Blade Stage 2	PCS	33	Details according to sub-item 2, Item II, Article B, Section 1, Chapter V	Warehouse of Phu My Thermal Power Company, Phu My 1 Industrial Zone, Phu My ward, Ho Chi Minh City, Vietnam.	Within 315 (three hundred fifteen) days from the date effective date of the Contract.
10.	Repair/refurbishment services for Compressor Rotor Blade Stage 3	PCS	37	Details according to sub-item 2, Item II, Article B, Section 1, Chapter V	Warehouse of Phu My Thermal Power Company, Phu My 1 Industrial Zone, Phu My ward, Ho Chi Minh City, Vietnam.	Within 315 (three hundred fifteen) days from the date effective date of the Contract.
11.	Repair/refurbishment services for Compressor Rotor Blade Stage 4	PCS	41	Details according to sub-item 2, Item II, Article B, Section 1, Chapter V	Warehouse of Phu My Thermal Power Company, Phu My 1 Industrial Zone, Phu My ward, Ho Chi Minh City, Vietnam.	Within 315 (three hundred fifteen) days from the date effective date of the Contract.
12.	Repair/refurbishment services for Compressor Rotor Blade Stage 5	PCS	43	Details according to sub-item 2, Item II, Article B, Section 1, Chapter V	Warehouse of Phu My Thermal Power Company, Phu My 1 Industrial Zone, Phu My ward, Ho Chi Minh City, Vietnam.	Within 315 (three hundred fifteen) days from the date effective date of the Contract.

LETTER OF BID ⁽¹⁾

(Applicable to the bidder who has no discount offer or has a discount offer submitted in a separate Letter of Discount)

Date: ____ [insert date of signing of Letter of Bid]

The package's name: ____ [insert the Package's name according to the Invitation of Bid]

To: ____ [insert the complete and accurate name of the Owner]

After carefully studying the Bidding Documents and revisions thereof number ____ [insert the number of the revisions (if any)] the Owner shall publish the information on the National Bidding Network System, we, ____ [insert the Bid's name], pledge ourselves to participate in [insert the Package's name] in accordance with the Bidding Document with the contract duration of ____ [insert the total performance duration of all the work as required by the package] and with the total amount ____ [insert the amount in number, in words, and currency] ⁽²⁾ together with the Table of Bid Price.

The time for completion of the Contract is ____ [insert the time required to complete all works/services required under the bidding package]⁽³⁾

We hereby declare that:

1. To participate in only one Bid Proposal for this package as a main Contractor.
2. Not currently undergoing dissolution procedures; not having its enterprise registration certificate, or the registration certificate for cooperatives, unions of cooperatives, or cooperative groups revoked; and not falling into a state of insolvency in accordance with the law on bankruptcy (not undergoing business termination or having its household business registration certificate revoked, in the case of Bidders being household businesses).
3. Not in violation of regulations on ensuring competition in bidding.
4. Having fulfilled all tax obligations for the most recent fiscal year relative to the Bid Closing Time.
5. Not currently under a suspension or debarment from participating in bidding in any country or territory.
6. Not currently under criminal investigation or prosecution (the business owner shall not be criminal prosecution if the Bidder is a household business);

7. Not engaging in any acts of corruption, bribery, collusion, or obstruction, nor any other practices in violation of Law on bidding when participating in this procurement package.
 8. Within a period of 3 (three) years prior to the Bid Closing Time, the Bidder must not have any personnel (who were under an employment contract with the Bidder at the time of the violation) convicted by a Court for violating bidding regulations with serious consequences under Criminal Law for the purpose of winning a bid for said Bidder.
 9. In the event of being awarded the contract, the Bid Proposal and any supplemental documents or clarifications thereof shall constitute a binding agreement between the both parties until a formal contract is executed.
 10. All information provided herein is truthful to be best of our knowledge.
- If our Letter of Bid is accepted, we shall provide the Performance Bond in accordance with ITB 37 of the Bidding Documents.
- This Letter of Bid takes effect within ____⁽⁴⁾ days, from ____ [date]⁽⁵⁾.

Legal representative of the bidder⁽⁶⁾

[Full name, position, signature and seal]⁽⁷⁾

Notes:

- (1) The bidder must provide sufficient and accurate information including names of the Purchaser's representative and the bidder, effective period of the Applications, which bears the signature and seal (if any) and of the bidder's legal representative.
- (2) The Bid Price mentioned in the Letter of Bid shall be detailed, specified in both number and words, and in conformity with the total Bid Price mentioned in the Grand Total. There shall be only one Bid Price which does not cause any disadvantage conditions to the Owner or the Owner's Representative.
- (3) The contract duration mentioned in the Letter of Bid shall conform to the Bid and Schedule of Construction in the Bid.
- (4) Insert number of validity days. Effective period of the Applications is from the deadline for submission of Applications to its expiration date as prescribed in Part I. Instruction to the bidder. The period of time from the deadline time for the submission of Applications to 24:00 of the deadline date is considered 01 day.
- (5) Insert the Bid Closing Time as prescribed in Clause 21.1 of the BDS.

- (6) If the bidder's legal representative authorizes his/her subordinate to sign the Letter of Bid, a Power of Attorney (Form No. 07 provided in this Part) must be enclosed. If the company's charter or another document permits such subordinates to sign the Letter of Bid, such document shall be enclosed (In this case, the Power of Attorney is not required). Regarding Joint Venture, the Letter of Bid shall be signed by a legal representative of each Joint Venture member or the head of the Joint Venture, unless otherwise provided in the Joint Venture Agreement in accordance with Form No. 03 of this Chapter, whereby the members agree to authorize the lead member to sign the Bid Submission Form. Each member of the Joint Venture may give authorization similarly to an independent bidder. If successful, the bidder must present certified true copies of these documents to the Owner before contract conclusion. If the information provided is found to be inaccurate, the bidder will be considered fraudulent as specified in ITB 4.
- (7) If a foreign the bidder has no seal, there must be a certification issued by a competent agency that the signature in the Letter of Bid and any other documents of the Applications belongs to its legal representative.

LETTER OF BID ⁽¹⁾

(Applied for the bidder who has a discount offer in Letter of Bid)

Date: _____ [insert date of signing of Letter of Bid]

The package's name: [insert the Package's name according to the Invitation of Bid]

Project's name: [insert the project's name specified in Invitation of Bid]

To: _____ [insert the complete and accurate name of the Owner's Representative as specified in **BDS 1.1**].

After carefully examining the Bidding Document and addendum No. _____ [insert the number of the addendum (if any)] the Owner shall publish the information on the National Bidding Network System, we, _____ [insert the bidder's name], pledge ourselves to perform _____ [insert the package's name] in accordance with the Bidding Document with the contract duration of _____ [insert the total performance duration of all the work as required by the package] and with the total amount _____ [insert the amount in figures, in words, and currency] ⁽²⁾ together with the Table of bid price.

In addition, we voluntarily offer a discount of bid price with an amount _____ [insert the discount amount in figures, in words and in currency]

The bid price after deducting discount is: _____ [insert the amount in figures, in words and in currency] ⁽³⁾.

The time for completion of the Contract is _____ [insert the time required to complete all works/services required under the bidding package] ⁽⁴⁾

We hereby declare that:

1. To participate in only one Bid Proposal for this package as a main Contractor.
2. Not currently undergoing dissolution procedures; not having its enterprise registration certificate, or the registration certificate for cooperatives, unions of cooperatives, or cooperative groups revoked; and not falling into a state of insolvency in accordance with the law on bankruptcy (not undergoing business termination or having its household business registration certificate revoked, in the case of Bidders being household businesses).
3. Not in violation of regulations on ensuring competition in bidding.
4. Having fulfilled all tax obligations for the most recent fiscal year relative to the Bid Closing Time.

5. Not currently under a suspension or debarment from participating in bidding in any country or territory.
6. Not currently under criminal investigation or prosecution (the business owner shall not be criminal prosecution if the Bidder is a household business);
7. Not engaging in any acts of corruption, bribery, collusion, or obstruction, nor any other practices in violation of Law on bidding when participating in this procurement package.
8. Within a period of 3 (three) years prior to the Bid Closing Time, the Bidder must not have any personnel (who were under an employment contract with the Bidder at the time of the violation) convicted by a Court for violating bidding regulations with serious consequences under Criminal Law for the purpose of winning a bid for said Bidder.
9. In the event of being awarded the contract, the Bid Proposal and any supplemental documents or clarifications thereof shall constitute a binding agreement between the both parties until a formal contract is executed.
10. All information provided herein is truthful to be best of our knowledge.

If our Letter of Bid is accepted, we shall provide the Performance Security as prescribed in ITB 37 of the Bidding Document.

This Letter of Bid takes effect within ____⁽⁵⁾ days, from ____ [date]⁽⁶⁾.

Legal representative of The bidder⁽⁷⁾

[Full name, position, signature and seal⁽⁸⁾]

Notes:

- (1) The bidder shall provide sufficient and accurate information including names of the Owner's Representative and the bidder, effective period of the Bid, which bears the signature and seal (if any) and of the bidder's legal representative.
- (2) The Bid Price mentioned in the Letter of Bid shall be detailed, specified in both number and words, and in conformity with the total Bid Price mentioned in the Grand Total. There shall be only one Bid Price which does not cause any disadvantage conditions to the Owner or the Owner's Representative.
- (3) The discount is whether applicable to the package or one or several work items (specifying the work items eligible for discounts).
- (4) The contract duration mentioned in the Letter of Bid shall conform to the Bid and Schedule of Construction in the Bid.

- (5) Insert number of validity days. Effective period of the Applications is from the deadline for submission of Applications to its expiration date as prescribed in Part I. Instruction to the bidder. The period of time from the deadline time for the submission of Applications to 24:00 of the deadline date is considered 01 day.
- (6) Insert the Bid Closing Time as prescribed in Clause 21.1 of the BDS.
- (7) If the bidder's legal representative authorizes his/her subordinate to sign the Letter of Bid, a Power of Attorney (Form No. 07 provided in this Part) must be enclosed. If the company's charter or another document permits such subordinates to sign the Letter of Bid, such document shall be enclosed (In this case, the Power of Attorney is not required). Regarding Joint Venture, the Letter of Bid shall be signed by a legal representative of each Joint Venture member or the head of the Joint Venture, unless otherwise provided in the Joint Venture Agreement in accordance with Form No. 03 of this Chapter, whereby the members agree to authorize the lead member to sign the Bid Submission Form. Each member of the Joint Venture may give authorization similarly to an independent bidder. If successful, the bidder must present certified true copies of these documents to the Owner before contract conclusion. If the information provided is found to be inaccurate, the bidder will be considered fraudulent as specified in ITB 4.
- (8) If a foreign bidder has no seal, it shall furnish a certification issued by a competent agency that the signature in the Letter of Bid and any other documents of the Bid belong to its legal representative.

JOINT VENTURE AGREEMENT ⁽¹⁾

[Location and date] _____

Package: [insert name of the package]

Project's name: _____ [insert the project's name]

Pursuant to ⁽²⁾ the Law on Bidding in Vietnam No. 22/2023/QH15 dated June 23, 2023;Pursuant to ⁽²⁾ the Law on Bidding in Vietnam No. 57/2024/QH15 dated November 29, 2024;Pursuant to ⁽²⁾ the Law on Bidding in Vietnam No. 90/2025/QH15 dated June 5, 2025;Pursuant to ⁽²⁾ the Decree No. 214/2025/ND-CP dated August 4, 2025, several provisions of the Law on Bidding regarding the selection of contractors;

In response to Bidding Document for _____ [insert name of package] dated _____ [insert date written on the Bidding Document];

Representatives of signatories to the Joint Venture agreement include:

Name of member _____ [insert name of each Joint Venture's member]

Mr./Ms. _____

Position: _____

Address: _____

Phone number: _____

Fax: _____

Email: _____

Account: _____

TIN: _____

Power of Attorney No. _____ dated _____ (in case of authorization).

The parties have reached a consensus on entering into a Joint Venture agreement with the following contents:

Article 1. General rules

1. Parties voluntarily establish this Joint Venture to participate in the process of bidding for _____ [insert name of package] of _____ [insert name of project].
2. Official name of the Joint Venture used in every transaction related to the package with the consent of all parties: _____ [insert the agreed name of the Joint Venture].
3. Every Joint Venture's partner is committed not to unilaterally participate or establish a Joint Venture with another Joint Venture's partner to participate in this package. If awarded the contract, no Joint Venture's partner is entitled to refuse to fulfill the duties and obligations prescribed in the contract except for a written consent of other members. Any partner of the Joint Venture that refuses to perform their duties as agreed shall:
 - Pay damages to other partners in the Joint Venture;
 - Pay damages to the Owner as prescribed by the contract;
 - Incur other disciplinary actions _____ [specify the action].

Article 2. Assignment of duties

All parties unanimously assign to be jointly and severally liable for the execution of

_____ [insert name of package] of _____ [insert name of project] as follows:

1. Leading member of the Joint Venture

All parties unanimously authorize _____ [insert name of a partner] as the leading partner (leader) of the Joint Venture who represents the Joint Venture to perform the following tasks ⁽³⁾:

- Sign the Letter of Bid.
 - Sign documents with the Owner's Representative during the shortlisting processing, including the request for Clarification of Bidding Document and Clarification of Bid; sign requests for Bid withdrawal, modification or substitutions;
 - Provide Bid Security for the Joint Venture;
 - Participate in contract negotiation and finalization;
 - Sign complaint letter (if any);
 - Perform other tasks except for contract conclusion: _____ [specify other tasks (if any)].
2. Tasks of Joint Venture's members with the consent of all parties are specified in the table below ⁽⁴⁾:

No.	Name	Tasks	Proportion value to bid price
1	Name of leading member	- _____ - _____	- _____ % - _____ %
2	Name of second member	- _____ - _____	- _____ % - _____ %
....			
Total		All tasks of the package	100%

The Joint Venture commits to complete all requirements and obligations of the EPC contract.

Article 3. Effect of Joint Venture agreement

1. The Joint Venture agreement takes effect from the day on which it is signed.
2. The Joint Venture agreement expires in the following cases:
 - All parties have fulfilled their duties and finalize the contract;
 - The agreement is unanimously terminated by all parties;
 - The Joint Venture is not awarded the contract;
 - The bidding for _____ [insert name of the package] of _____ [insert name of the project] is cancelled as notified by the Owner's Representative.

The Joint Venture agreement is made into _____ copies with same legal validity, each party keeps _____ copies.

LEGAL REPRESENTATIVE OF LEADING MEMBER

[Full name, position, signature and seal]

LEGAL REPRESENTATIVE OF MEMBER

[Full name, position, signature and seal of each Joint Venture's partner]

Notes:

- (1) In the event that the package is divided into multiple independent lots, the Joint Venture agreement must clearly state the names and ID numbers of

the lots for which the Joint Venture is bidding. It shall explicitly define the joint and several liabilities, as well as the specific responsibilities of each Joint Venture member, regarding the participating lots.

(2) Update legislative documents in force.

(3) Area of authorization includes one or multiple tasks above.

(4) The Bidder shall clearly specify the detailed scope of work and the estimated corresponding value to be performed by each member of the Joint Venture, as well as the joint and several responsibilities and the individual responsibilities of each member, including the lead member. **The allocation of work within the Joint Venture shall be based on the items specified in the Table of Bid Price under Form No. 13, Chapter IV, or on the activities related to the refurbishment process of such hot gas path components as stated in the Table of Bid Price. The allocation shall not include any work items that are not related to the items as specified in No. 13 Form this Chapter or that do not belong to the restoration process of these hot gas path components.**

BID SECURITY ⁽¹⁾

(Applicable to Independent Bidders)

Beneficiary: ____ [insert name and address of the Owner as specified in ITB 1.1.]**Date of issue:** [insert date of issue]**BID SECURITY NO.** [insert number of the Bid Security]**Guarantor:** [insert name and address of issuing bank, if it is not written in the title]

We have been informed that ____ [name of the bidder]⁽²⁾ (hereinafter called "the bidder") has submitted to participate in the bid for the execution of ____ [name of package] of ____ [name of project] under Invitation to Bid.

We hereby act as a guarantee for the bidder to participate in the bid for this package with an amount of ____ [amount in figures, in words and currency].

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

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

1. After the Bid Closing Time and during the validity period of the Bid Proposal, the Bidder submits a written withdrawal of the Bid or refuses to perform one or more tasks as proposed in the Bid Proposal as required by the Bidding Documents;
2. The Bidder commits a violation under Article 16 of the Law on Bidding or breaches other bidding laws, resulting in bid cancellation under Points d and d, Clause 1, Article 17 of the Law on Bidding;
3. The Bidder fails to provide performance security as stipulated in Article 68 of the Law on Bidding;
4. The Bidder fails or refuses to finalize the contract or framework agreement within 20 days from the date of receiving the notice of bid

winning from the Owner, except in cases of force majeure;

5. The Bidder fails or refuses to sign the contract or framework agreement within 20 days from the date of contract or framework agreement finalization, except in cases of force majeure.
6. The Bidder fails to provide the Performance Security in accordance with ITB 37.1.
If the Bidder is awarded the contract, this security shall cease to be valid upon the signing of the contract and submission of the performance security in accordance with the contract terms.
If the Bidder is not awarded the contract, this security shall cease to be valid upon our receipt of a copy of the notification of the bid result or 30 days after the expiration of the bid validity period, whichever is earlier.
Any claim under this security must be received at our office on or before the expiration date of this security. We unconditionally and irrevocably commit to pay the Employer any amount demanded within the above limit, upon request.

Legal representative of Bank

[Full name, position, signature and seal]

Notes:

- (1) A bid security shall be considered non-compliant if it violates any of the following requirements: the value is lower than required, the validity period is shorter than that specified in Clause 18.2 of the BDS, the beneficiary name is incorrect, the document is not original, it lacks a valid signature, it is signed prior to the issuance of the Bidding Documents by the Employer, or it includes any condition detrimental to the Employer or the Owner.
- (2) Enter in accordance with the validity period specified in Clause 18.2 of the BDS.
- (3) Enter the Bid Closing Time as stated in the Invitation to Bid. The bid security validity period shall be calculated from the Bid Closing Time until the last day of validity (the guarantee is valid through that final day without needing to last until the end of the 24-hour period of that day).
- (4) If the bid security fails to include one or more of the required commitments as listed above, it shall be deemed to include conditions that are unfavorable to the Employer or Owner pursuant to ITB 18.3, and the bid security shall be considered non-compliant.

BID SECURITY

(Applicable to Joint Venture Bidders)

Beneficiary (Guaranteed Party): ___ [insert name and address of the Employer as specified in ITB 1.1**Date of Issue of Guarantee:** ___ [insert date of issuance]**Bid Security No.:** ___ [insert reference number of the Bid Security]**Guarantor:** ___ [insert name and address of issuing entity, if not stated in the letterhead]

We have been informed that the Principal, ___ (hereinafter called "the Bidder"), intends to submit a bid for the execution of the package: ___ [insert name of the package] under the project/purchase estimate: ___ [insert name of the project or procurement estimate], pursuant to Invitation to Bid No.: ___ [insert reference number of the Invitation to Bid].

We, as Guarantor, hereby undertake to guarantee the Bidder's participation in this bidding package for an amount of ___ [insert amount in figures, in words, and the currency].

This guarantee shall be valid for ___ (3) days from ___.

At the request of the Bidder, we, the Guarantor, hereby irrevocably and unconditionally commit to pay the Beneficiary an amount up to ___ [insert amount in figures, in words, and the currency] upon receipt of a written demand from the Beneficiary, in the event that the Bidder:

1. Withdraws its bid or refuses to carry out any of the proposed work stated in the bid after the bid closing time and during the bid validity period, as required by the Bidding Documents;
2. Violates the provisions of Article 16 of the Law on Bidding or breaches procurement laws resulting in cancellation of the bid in accordance with Points (d) and (d) Clause 1, Article 17 of the Law on Bidding;
3. Fails to provide the performance security as stipulated in Article 68 of the Law on Bidding;
4. Fails or refuses to conduct the document verification within 10 working days from receipt of the verification request or, after participating, refuses or fails to sign the verification record, except for force majeure cases;
5. Fails or refuses to finalize the contract or framework agreement within 20 days from the receipt of the bid-winning notice, except for force majeure cases;

6. The Bidder fails to provide the Performance Security in accordance with ITB 37.1;

7. If any member of the joint venture ____ [insert full name of the joint venture] violates the legal regulations resulting in the bid security not being refundable under ITB 18.4, the bid securities of all joint venture members shall be non-refundable.

If the Bidder is awarded the contract, this security shall cease to be valid upon the signing of the contract and submission of the performance security in accordance with the contract terms.

If the Bidder is not awarded the contract, this security shall cease to be valid upon our receipt of a copy of the notification of the bid result or 30 days after the expiration of the bid validity period, whichever is earlier.

Any claim under this security must be received at our office on or before the expiration date of this security. We unconditionally and irrevocably commit to pay the Employer any amount demanded within the above limit, upon request.

Legal representative of Bank

[Full name, position, signature and seal]

Notes:

(1) A bid security shall be considered non-compliant if it violates any of the following requirements: the value is lower than required, the validity period is shorter than that specified in Clause 18.2 of the BDS, the beneficiary name is incorrect, the document is not original, it lacks a valid signature, it is signed prior to the issuance of the Bidding Documents by the Employer, or it includes any condition detrimental to the Employer or the Owner.

(2) The name of the bidder may fall into one of the following cases:

- The name of the entire joint venture (JV), for example: if JV A + B is bidding, the bidder's name shall be recorded as "Joint Venture A + B";
- The name of the member assigned to provide the bid security on behalf of the entire JV or on behalf of other JV members, for example: if JV A + B + C is bidding, and the JV agreement assigns A to provide the bid security for the whole JV, the bidder's name shall be "Bidder A (on behalf of Joint Venture A + B + C)"; if B is assigned to provide the bid security for B and C, then the name shall be "Bidder B (on behalf of B + C)";
- The name of a JV member submitting its own bid security separately;
- In the case where the JV agreement does not assign specific responsibility for bid security to any member but the combined bid securities of all JV members attached in the bid meet the requirements of the Bidding Documents, the bid shall still be evaluated as compliant in terms of

bid security value.

(3) Enter in accordance with the validity period specified in Clause 18.2 of the BDS.

(4) Enter the Bid Closing Time as stated in the Invitation to Bid. The bid security validity period shall be calculated from the Bid Closing Time until the last day of validity (the guarantee is valid through that final day without needing to last until the end of the 24-hour period of that day).

(5) If the bid security fails to include one or more of the required commitments as listed above, it shall be deemed to include conditions that are unfavorable to the Employer or Owner pursuant to ITB 18.3, and the bid security shall be considered non-compliant.

BIDDER INFORMATION FORM

1.	Name of Bidder: _____ [Insert full legal name of the Bidder]
2.	Bidder's country of registration: _____ [Insert name of the country of registration] Bidder's place of business registration/operation: _____ [Insert city/province and country where the Bidder is registered and operates]
3.	Year of incorporation/establishment: _____ [Insert the Bidder's year of incorporation]
4.	Legal address in country of registration: _____ [Insert the Bidder's legal address in the country of registration]
5.	Information on the Bidder's authorized representative: Name: _____ Address: _____ Telephone/fax: _____ Email: _____
6.	Attached are copies of one of the following documents: Certificate of Business Registration, Certificate of Household Business Registration, Establishment Decision, or equivalent documents issued by a competent authority of the country where the Bidder is operating.
7.	The Bidder's Organizational Structure.

INFORMATION FORM FOR JOINT VENTURE MEMBERS⁽¹⁾

1. Name of Bidder:	[Insert full legal name of the Bidder]
2. Name of Joint Venture members:	[Insert full legal name of the Bidder]
3. Joint Venture member's country of registration:	[Insert name of the country of registration of the Joint Venture member]
Joint Venture member's place of business registration/operation:	[Insert city/province and country where the Joint Venture member is registered and operates]
4. Year of incorporation/establishment:	[Insert the Joint Venture member's year of incorporation]
5. Legal address in country of registration:	[Insert the Joint Venture member's legal address in the country of registration]
6. Information on the Joint Venture member's authorized representative:	
Name:	_____
Address:	_____
Telephone/fax:	_____
Email:	_____
7. Attached are copies of one of the following documents: Certificate of Business Registration, Certificate of Household Business Registration, Establishment Decision, or equivalent documents issued by a competent authority of the country where the Joint Venture member is operating.	
8. The Joint Venture member's Organizational Structure.	

Note:

(1) Each member of the Joint Venture must complete this Form.

SIMILAR CONTRACTS

Bidder's name: _____ [insert the full name of the Bidder]

Information on each contract. Each contract shall include the following information:

Contract Name and Number	[insert full name and reference number of the contract]
Date of Contract Signing	[insert day, month, year]
Date of Completion	[insert day, month, year]
Contract Value ⁽³⁾	[insert total contract value and the original currency] - Equivalent to _____ VND
If a joint venture member	[insert description of work and percentage/value] - Equivalent to _____ VND
Project Name / Procurement Estimate	[insert full name]
Owner's Name	[insert full legal name]
Address Telephone / Fax E-mail	[insert full address, tel/fax incl. country & area codes, email address]
Description of similarity in nature in accordance with the provisions specified in Section 2.1, Chapter III⁽²⁾	
1. Type of Goods	[insert description]
2. Executed Contract Value ⁽³⁾	[insert executed value based on acceptance/liquidation]
3. Scale of Implementation	[insert scale info]
4. Other Characteristics	[insert additional info]

Notes:

The Bidder shall carefully review the Bidding Documents and propose similar contracts to ensure compliance with the requirements of the Bidding Documents.

- (1) In the case of a joint venture, each member of the joint venture shall complete this form. If the Bidder has multiple similar contracts, each contract shall be declared separately using this form.
- (2) The bidder shall specify similar characteristics of the similar contracts to demonstrate their responsiveness.
- (3) If the contract value is not calculated in VND, it shall be converted into VND according to the exchange rate stipulated in Item 2.1, Chapter III, to serve as the basis for evaluation.

The Bidder shall attach to its Bid Proposal copies of documents related to such contracts (including Contracts, Inspection and Acceptance Certificates/Contract liquidations, Invoices, or Owner's Certifications regarding the completion of contracts as specified in the table above).

POWER OF ATTORNEY ⁽¹⁾

[Location and date] _____
 I am _____ [insert name, ID/passport number, position of The bidder's legal representative], the legal representative of _____ [insert name of The bidder] at _____ [insert address of The bidder] hereby authorizes _____ [insert name, ID/passport number, position of authorized person] to perform the following tasks during the participation in the process of bidding for _____ [insert name of the package] of _____ [insert name of the project] held by _____ [insert name of the Owner's Representative]:

- [Sign the Letter of Bid;
- Sign the Joint Venture agreement (if any);
- Sign documents with the Owner's Representative during the shortlisting processing, including the request for Clarification of Bidding Document and Clarification of Bid; sign requests for withdrawal, modification or substitutions of Bid;
- Participate in contract negotiation and finalization;
- Sign complaint letter (if any);
- Sign contract with the Owner if the bidder is awarded the contract.] ⁽²⁾

The authorized person only performs the tasks within the area of competence of a legal representative of _____ [insert name of the bidder]. _____ [insert name of the bidder's legal representative] is totally responsible for the tasks performed by _____ [insert name of authorized person] within the authorization scope.

The Power of Attorney is effective from _____ [date] to _____ [date] ⁽³⁾ and is made into _____ copies with the same legal validity. _____ copies are kept by the authorizer, _____ copies are kept by the authorized person and _____ copies are kept by the Owner's Representative.

Authorized person

[Full name, position, signature
and seal]

Authorizer

[Full name, position, signature and seal of
the legal representative]

Notes:

- (1) The original copy of the Power of Attorney shall be sent to the Owner's Representative in conjunction with the Letter of Bid. The bidder's legal representative may authorize their deputies, subordinates, directors of branches, heads of representative offices of the bidder to perform the tasks on behalf of the bidder. The authorized person may use the seal of the bidder or their seal. The authorized person shall not authorize another person.
- (2) Area of authorization includes one or multiple tasks above.
- (3) Insert the effective date and expiration date of the Power of Attorney in conformity with the bidding process.

NON-FULFILMENT RECORDS OF PREVIOUS CONTRACT ⁽¹⁾

The bidder's name: _____

Date: _____

Joint Venture's member name (if any): _____

Previous service contracts non-fulfillment records prescribed in Chapter III - Evaluation and Qualification Criteria

- ☐ No contract or only 1 (one) service contract without fulfillment from January 1, ____ [year] prescribed in criterion 1 in the Table of qualification criteria in Section 2.1 of Chapter III - Evaluation and Qualification Criteria.
- ☐ At least 2 (two) service contracts without fulfillment from January 1, ____ [year] prescribed in criterion 1 in the Table of qualification criteria in Section 2.1 of Chapter III - Evaluation and Qualification Criteria.

Year	Unfinished tasks in the contract	Description of contract	Total value of contract (current value, currency unit, exchange rate, equivalent value in VND)
		Description of contract Owner's name: Address: Reasons for contract non-fulfillment:	

Notes:

(1) The bidder shall declare accurately and truthfully history of contract non-fulfillment; any contract non-fulfillment being not declared shall be considered "fraudulent" and rejected.

Regarding Joint Venture, each Joint Venture's member shall declare information using this Form.

FINANCIAL SITUATION OF THE BIDDER ⁽¹⁾

The bidder's name: _____

Date: _____

Joint Venture's member name (if any): _____

	Financial Data for Previous ____ Years		
	Information from Balance Sheet		
	Year 1:	Year 2:	Year 3:
Total Assets			
Total Liabilities			
Net Worth			
Annual Revenue (Before Taxes)			
Average Annual Revenue (Before Taxes) ²			
Profits Before Taxes			
Profits After Taxes			

Notes:

(1) Regarding Joint Venture, each Joint Venture's member shall declare information using this Form.

(2) To determine the average annual revenue (excluding VAT), the contractor divides the total revenue of the years (excluding VAT) by the number of years based on the information provided. Annual revenue is calculated by the total revenue in the financial report of that year (excluding VAT).

Average annual revenue (excluding VAT) = total revenue of each year (excluding VAT) as required by the Bid/number of years.

In case the newly established contractor does not have enough years as required by the Bid, the average annual revenue (excluding VAT) is calculated based on the number of years for which the contractor has financial data.

The Bidder shall attach to the Bid a copy of the financial statements for the last three years (2023–2025): Financial statements (including all relevant notes, and income statements) for the years as indicated above, subject to the following conditions:

1. All such documents reflect the financial situation of the bidder or Joint Venture's member, and not sister or parent companies.
2. financial statements shall be completed, including all notes to the financial statements as prescribed

3. Financial statements shall correspond to accounting periods already completed, attached are certified true copies (or equivalent) one of the following documents:

- Inspection record of tax declaration;
- Tax statement (VAT and enterprise income tax) whose time of submitting certified by tax authority;
- Documentary evidence on electronic tax declaration by the bidder;
- Certification of tax liability issued by the tax authority (certifying amount paid in the whole year);
- Auditor's report (if any);
- Other documents.

The aforementioned documents must be consistent with the data declared by the Bidder on the Electronic Tax System as of the Bid Closing Time.

SCOPE OF WORKS TO BE PERFORMED BY SUBCONTRACTORS

(Applied for related service)

No	Name of subcontractor ⁽²⁾	Scope of work ⁽³⁾	Volume of work ⁽⁴⁾	Estimated % value ⁽⁵⁾	Contract/Agreement concluded with subcontractor ⁽⁶⁾
1					
2					
3					
4					
...					

Notes:

- (1) In case of employment of subcontractor, then fill in this form.
- (2) Bidders indicate name of subcontractors. in case of not defining name of subcontractors, Bidders don't declare this column but only declare in the column "Scope of work". If Bidders wins the bid, when mobilizing subcontractors to perform the declared work, it must be approved by the Owner.
- (3) Bidders indicate name of scope of work for subcontractors.
- (4) Bidders indicate volume of work items for subcontractors.
- (5) Bidders indicate value of work items performed by subcontractor(s) as percentage of the Bid Price.
- (6) Bidders indicate number of contract/agreement, enclosed with the scan of such document; In case of not defining name of subcontractors, leave this column blank.

**LIST OF SUBSIDIARIES AND MEMBER COMPANIES DELIVERING WORK
IN THE BIDDING PACKAGE**

No	Name of subsidiary company, associate company ⁽²⁾	Work performed in the package ⁽³⁾	Proportion of value to bid price ⁽⁴⁾	Notes
1				
2				
...				

Notes

(1) If Bidder is a parent company (e.g. a corporation), it shall declare specific tasks assigned to subsidiary companies and associate companies. The qualification of the Bidder shall be evaluated according to the value and volume of work performed by the parent company, subsidiary companies, and associate companies. If Bidder is not a parent company, this Form will not be used.

(2) Indicate name of the subsidiary companies, associate companies.

(3) Indicate work performed by subsidiary companies and associate companies.

(4) Indicate proportion of value of work performed by the subsidiary companies, associate companies to the bid price.

DELIVERY SCHEDULE

No.	List of Hot Gas Path components for repair/refurbishment services	Part Code	Unit	Quantity	Location delivery	Delivery Date of the Bidders (Day)
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1						
2						
3						
...						

Notes:

The Hot Gas Path components after repair/refurbishment works must be delivered within the required time in the Bidding Document. Bidders declared an earlier delivery schedule will not be given priority and not be disqualified. Bidders declaring a delivery schedule later than the required time will be disqualified.

Form No. 12

**CAPABILITY STATEMENT OF THE SERVICE PROVIDER (IN CASE THE
BIDDER IS NOT THE SERVICE PROVIDER)**

1. Name of repair/refurbishment service provider: _____ [Insert full legal name of the entity]
2. Country of registration of the repair/refurbishment service provide: ____ [Insert name of the country where the entity is registered] Place of business registration/operation: ____ [Insert city/province and country where the entity is registered and operates]
3. Year of establishment: _____ [Insert the year of establishment of the entity]
4. Legal address in country of registration: ____ [Insert the legal address of the entity in the country of registration]
5. Information on the authorized representative of the entity: Name: _____ Address: _____ Telephone/fax: _____ Email: _____
6. Service Performance Capability: _____ [Insert information demonstrating the capability to perform the services: number of plants/workshops, production scale, minimum capacity, maximum design capacity, actual operating capacity, etc., to prove the capability to perform the services]

Note:

The Bidder shall be provided documentary evidence demonstrating that it has at least 02 different customers (end-user) confirming that repair/refurbishment services for hot gas path components (full items as specified in sub-item 1, Item II, Article B, Section 1, Chapter V) of this bidding package have been successfully installed on V94.2 (Si3D) gas turbine units and have been operating reliably for a minimum of 33000 (thirty three thousand) Equivalent Operating Hours (EOH) or have operated stably for a period of 05 (five) years and achieved a minimum of 16000 (sixteen) EOH from the date of installation.

TABLE OF BID PRICE
For repair/refurbishment services within Vietnam

No.	List of Hot Gas Path components for repair/refurbishment services	Unit	Quantity	Unit Price (*)	Total Price (*)
(1)	(2)	(3)	(4)	(5)	(6)=(5)x(4)
1	Repair/refurbishment services for Turbine vane row 1 (T1e 1)	PCS	46		
2	Repair/refurbishment services for Turbine vane row 1 (T1e 2)	PCS	48		
3	Repair/refurbishment services for Turbine vane row 1 (T1e 3)	PCS	1		
4	Repair/refurbishment services for Turbine vane row 1 (T1e 4)	PCS	2		
5	Repair/refurbishment services for Turbine blade row 1 (T1a 1)	PCS	89		
6	Repair/refurbishment services for Turbine blade row 1 (T1a 2)	PCS	89		
7	Repair/refurbishment services for IGV (Inlet Guide Valve)	PCS	36		
8	Repair/refurbishment services for Compressor Rotor Blade Stage 1	PCS	29		

No.	List of Hot Gas Path components for repair/refurbishment services	Unit	Quantity	Unit Price (*)	Total Price (*)
9	Repair/refurbishment services for Compressor Rotor Blade Stage 2	PCS	33		
10	Repair/refurbishment services for Compressor Rotor Blade Stage 3	PCS	37		
11	Repair/refurbishment services for Compressor Rotor Blade Stage 4	PCS	41		
12	Repair/refurbishment services for Compressor Rotor Blade Stage 5	PCS	43		
Total Bid Price (*)					(M) (*)

Notes: Total of Bid Price (M) shall be forward to the Letter of Bid

(*):

The Bid Price comprises all costs and expenses for the execution of the contract in accordance with the delivery terms specified in Item III, Section 1, Chapter V (including transportation, insurance, and other services for collecting the components at the Owner's warehouse for repair/refurbishment and returning them to the Owner's warehouse after repair/refurbishment), but excluding: Value Added Tax (VAT) and any domestic taxes or fees payable by the contractor regarding the repair/refurbishment services.

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

TABLE OF BID PRICE
For repair/refurbishment services outside of Vietnam

No.	List of Hot Gas Path components for repair/refurbishment services	Unit	Quantity	Unit Price of repair/refurbishment services exclusive of all taxes and fees within the territory of Vietnam (*)	Total Price of repair/refurbishment services exclusive of all taxes and fees within the territory of Vietnam (*)	Costs of transportation, insurance, and customs clearance services for temporary import/re-export good to the Owner's warehouse	Total Price of Costs of transportation, insurance, and customs clearance services for temporary import/re-export good to deliver to the Owner's warehouse	Total of Bid price (*)
(1)	(2)	(3)	(4)	(5)	(6)=(5)x(4)	(7)	(8)=(5)x(7)	(9) = (6) + (8)
1	Repair/refurbishment services for Turbine vane row 1 (T1e 1)	PCS	46					
2	Repair/refurbishment services for Turbine vane row 1 (T1e 2)	PCS	48					
3	Repair/refurbishment services for Turbine vane row 1 (T1e 3)	PCS	1					
4	Repair/refurbishment services for Turbine vane row 1 (T1e 4)	PCS	2					
5	Repair/refurbishment services for Turbine blade row 1 (T1a 1)	PCS	89					
6	Repair/refurbishment services for Turbine blade row 1 (T1a 2)	PCS	89					

No.	List of Hot Gas Path components for repair/refurbishment services	Unit	Quantity	Unit Price of repair/refurbishment services exclusive of all taxes and fees within the territory of Vietnam (*)	Total Price of repair/refurbishment services exclusive of all taxes and fees within the territory of Vietnam (*)	Costs of transportation, insurance, and customs clearance services for temporary import/re-export good to deliver to the Owner's warehouse	Total Price of Costs of transportation, insurance, and customs clearance services for temporary import/re-export good to deliver to the Owner's warehouse	Total of Bid price (*)
7	Repair/refurbishment services for IGV (Inlet Guide Valve)	PCS	36					
8	Repair/refurbishment services for Compressor Rotor Blade Stage 1	PCS	29					
9	Repair/refurbishment services for Compressor Rotor Blade Stage 2	PCS	33					
10	Repair/refurbishment services for Compressor Rotor Blade Stage 3	PCS	37					
11	Repair/refurbishment services for Compressor Rotor Blade Stage 4	PCS	41					
12	Repair/refurbishment services for Compressor Rotor Blade Stage 5	PCS	43					
Total Bid Price								
								(M) (*)

Notes:

- Total of Bid Price (M) shall be forward to the Letter of Bid.

(*):

+ The Bid Price comprises all costs and expenses for the execution of the contract in accordance with the delivery terms specified in Item III, Section 1, Chapter V (including transportation costs for collecting components at the Owner's warehouse for repair/refurbishment and returning them to the Owner's

warehouse after repair/refurbishment, costs for export/import formalities, and all taxes and fees incurred outside the territory of Vietnam), but **excluding**: export duties for components sent for refurbishment, import duties, and VAT on imported goods; Foreign Contractor Tax (FCT) consisting of Corporate Income Tax (CIT) and Value Added Tax (VAT) paid on behalf of the foreign contractor (if any); and domestic Value Added Tax (VAT) as well as other local taxes and fees.

- + Each specific work item shall be quoted in a single currency.
- + Costs incurred domestically must be quoted in VND.
- + Costs incurred outside the territory of Vietnam must be quoted in VND or EUR.

Legal representatives of bidder

(name, position, signature and stamp)

STATEMENT OF SERVICES ELIGIBLE FOR PREFERENTIAL TREATMENT

The Bidder shall only be entitled to preferences for the items declared in the table below. If the Bidder does not select an item, no preference shall be applied for that item.

Content	Yes	No
The Bidder is an innovative start-up enterprise ⁽¹⁾	☐	☐
The services are innovative products of an innovative start-up enterprise as prescribed in Clause 4, Article 6 of Decree No. 214/2025/ND-CP, which have been first produced and are eligible for market launch within the last 6 (six) years ⁽²⁾	☐	☐

Note:

(1), (2): The Bidder shall tick the appropriate box. If the Bidder selects "Yes" for item (1), it shall also proceed to select item (2).

If the Bidder selects "Yes", the Bidder shall be submitted documents in the Bidding Documents

Part 2. TECHNICAL REQUIREMENTS

Chapter V.

TECHNICAL REQUIREMENTS

Section 1. Technical Requirements

A. General introduction to the Project, the bidding Package

- Project's name: The major overhaul on Gas turbine GT25 unit of Phu My 2.1 Ext. Thermal Power Plant in 2029.
- Project implementation time: in the year 2029.
- Name of Package 2: Supply of repaired/refurbishment services of Hot parts for the major overhaul on GT25 unit of Phu My 2.1 Ext. Thermal Power Plant.

B. Technical Requirements

I. General introduction to V94.2 unit

- Overview on Phu My 2.1 Ext. Thermal Power Plant
- Technology : Combined cycle gas turbine
- Gas turbine : Type V94.2 (Si3D)
- Manufacture : Siemens (Germany)
- Qualifications : 140 MW (Gas)
- Inspection cycle : 33000 EOH

II. Scope of supply and Implementation process.

1. Scope of supply

NO.	DESCRIPTION	UNIT	Q. TY
1	Repair/refurbishment services for Turbine vane row 1 (Tle 1)	PCS	46
2	Repair/refurbishment services for Turbine vane row 2 (Tle 2)	PCS	48
3	Repair/refurbishment services for Turbine vane row 3 (Tle 3)	PCS	1
4	Repair/refurbishment services for Turbine vane row 4 (Tle 4)	PCS	2
5	Repair/refurbishment services for Turbine blade row 1 (Tla 1)	PCS	89
6	Repair/refurbishment services for Turbine blade row 2 (Tla 2)	PCS	89
7	Repair/refurbishment services for IGV (Inlet Guide Valve)	PCS	36
8	Repair/refurbishment services for Compressor Rotor Blade Stage 1	PCS	29
9	Repair/refurbishment services for Compressor Rotor Blade Stage 2	PCS	33
10	Repair/refurbishment services for Compressor Rotor Blade Stage 3	PCS	37
11	Repair/refurbishment services for Compressor Rotor Blade Stage 4	PCS	41
12	Repair/refurbishment services for Compressor Rotor Blade Stage 5	PCS	43

2. Implementation Process

The Contractor shall provide, as part of its Bid: The procedures and standards of repair/refurbishment for the Blades/Vanes and Compressor blades, IGV of the GT V94.2 (Si3D), including, but not limited to, the following:

No.	Scope of repair/ Refurbishment	Note
I. Repair/refurbishment of Turbine Blades and Vanes at the Workshop (Tla 1, Tla 2, Tle1, Tle2)		
1	Handover/Receipt of Gas Turbine blades and vanes for Shop Repair in accordance with sub-item 1, item III, Clause B, section 1, Chapter V.	
2	Premium Inspection of Blades and Vanes:	
2.1	Incoming Inspection: An incoming inspection at all Gas Turbine blades and vanes sent for Shop Repair under contract shall be performed by Contractor. The incoming inspection comprises the following activities: - Recording/compiling the registration numbers/serial numbers of the turbine blades and vanes. - Identification and recording/create a list of drawing numbers, related to the blades and vanes to be Shop Repaired. - Visual inspection and NDT inspection for damage findings. - Inspection results shall be recorded and reported to determine the quantity of repairable and non-repairable blades.	
2.2	Removal of Coating For turbine blades and vanes that are found to be after the completion of the incoming inspection, the existing coating shall be stripped using a suitable stripping process.	
2.3	Heat Treatment and Fact Finding For the purpose of crack opening a heat treatment shall be performed by the repair/refurbishment services provider for the stripped blades and vanes. During the fact finding, which will comprise Non destructive testing (NDT) at critical areas (leading edge, trailing edge, tip, and root fillet), the condition of the blades and vanes will be determined.	
2.4	Inspection Report: After completion of the premium inspection works, Contractor shall forward to Owner an inspection report which contains the description of the fact-finding results: - The identification non-refurbishable blades and vanes. - The identification successfully repaired/refurbished blades and vanes.	
3	Inform the Owner about the inspection results.	
4	Perform the repair work, tip welding, welding repair, machining, re-coating and final refurbishment services of blades and vanes as further described in Scope of Shop Repair in accordance with the inspection results as per (3) above.	
4.1	Tip Welding The repair/refurbishment services provider shall perform the tip welding of blades in order to restore the length of the blades in accordance original design length.	
4.2	Repair welding, machining	

No.	Scope of repair/ Refurbishment	Note
	Perform the repair welding, machining of blades and vanes in accordance with the inspection results.	
4.3	Re-Coating of Blades and Vanes	
	Each successfully repaired blade or vane shall be re-coated by the repair/refurbishment services provider, using a coating system to return the components to their original protective state, ensuring reliable operation under V94.2 (Si3D) gas turbine conditions.	
4.4	Final repair/refurbishment at the Workshop After completion of re-coating activities, the repair/refurbishment services provider shall: - Perform a visual inspection, and verify coating specifications of re-coated blades and vanes; - Perform a frequency test at blades and valves and if required the frequency tuning of such blades and vanes; - Re-assemble row 1 and row 2 vanes by using new metal sheet inserts as far as the de-assembled metal sheet inserts are not in accordance with Manufacturer's specification; - Measure the momentum weight of blades; - Create distribution charts for blades; - Create a Final Repair report at Workshop and forward it to the Owner.	
5	Re-delivery to the Owner of repaired/refurbished blades and vanes as well as non-repaired/refurbished blades and vanes in accordance with sub-item 1, item III, Clause B, section 1, Chapter V.	
II. Repair/refurbishment of Uncoated Turbine Vanes at the Workshop (Tle3, Tle4)		
1	Pick-up Gas Turbine vanes for Shop Repair in accordance with sub-item 1, item III, Clause B, section 1, Chapter V.	
2	Premium Inspection of uncoated Vanes.	
2.1	Incoming Inspection An incoming inspection at all uncoated Gas Turbine vanes sent for the Workshop under contract shall be performed by the repair/refurbishment services provider. The incoming inspection comprises the following activities: - Recording of the vane registration numbers. - Identification and recording of drawing numbers, related to the vanes to be Shop Repaired. - Cleaning of surface by blasting or other qualified, controlled process. - Visual inspection and NDT inspection for damage findings.	
2.2	Fact Finding During the fact finding, which will comprise NDT inspections, the condition of the vanes will be determined.	
2.3	Inspection Report After completion of the premium inspection works, the repair/refurbishment services provider shall forward to Owner an inspection report which contains the description of the fact-finding results and:	

No.	Scope of repair/ Refurbishment	Note
	- The identification non-refurbishable vanes. - The identification successfully repaired/refurbished vanes.	
3	Inform the Owner about the inspection results.	
4	Repair Work of Vanes The repair work of vanes shall be performed by Contractor.	
5	Final repair/refurbishment at the Workshop	
	After completion of the repair works, the repair/refurbishment services provider shall: - Perform a visual inspection and NDT inspections of vanes. - Perform a frequency test at valves and if required the frequency tuning of such valves. - Create a Final Repair report at Workshop and forward it to the Owner.	
6	Re-delivery to the Owner of repaired/refurbished vanes as well as non-repaired/refurbished in accordance with sub-item 1, item III, Clause B, section 1, Chapter V.	
III. Compressor blades and IGV Re-Coating		
1	Pick-up/deliver Compressor blades and IGV for re-coating at Shop Repair in accordance with sub-item 1, item III, Clause B, section 1, Chapter V.	
2	Visual inspection, NDT inspections and cleaning.	
3	Coat removal by grit blasting or qualified, controlled process and NDT inspections compressor blades and IGV.	
4	Re-coating in accordance with the original design of the V94.2 gas turbine unit, including heat treatment.	
5	Quality checks including check of electrical resistance and coating thickness.	
6	A final recoating report.	
7	Re-delivery to the Owner of the compressor blades and IGV after coating in accordance with sub-item 1, item III, Clause B, section 1, Chapter V.	

III. Other Requirements

1. Terms and Delivery Location:

a. Terms of delivery:

Scope of works	Owner	Contractor
Pick-up spare parts for repair/refurbishment at Owner's warehouse according to EXW (Incoterms 2020).		x
Packing the goods and providing support to the Contractor with respect to temporary export procedures and documentation (if any).	x	
All taxes within the territory of Vietnam relating to the temporary export of goods for repair/refurbishment (if any).	x	

Scope of works	Owner	Contractor
For unloading and loading the goods onto the transport vehicle and shall bear all transportation, export procedures and insurance costs from Owner's warehouse to the refurbishment site, including any costs associated with the temporary export formalities (if the goods are repaired/refurbished outside of Vietnam).		X
Any taxes, duties, and fees arising outside the territory of Vietnam.		X
The repaired/refurbished parts (including scrap parts) shall be delivered on DAP (Incoterms 2020) at the Owner's warehouse.		X
All costs, risks, and expenses associated with export customs clearance, transportation, insurance and unloading of the goods for delivery to Owner's power plant.		X
Any taxes, duties, and fees arising within Vietnam.	X	

b. Delivery Location: Warehouse of Phu My Thermal Power Company, Phu My 1 Industrial Zone, Phu My ward, Ho Chi Minh City, Vietnam.

2. Duration of completion service:

Timeframe for the Contractor to complete repaired/refurbished works (delivery for Hot Gas Path components after repair/refurbishment): Within 315 (Three hundred fifteen) days from the effective date of the contract.

3. Repair/ Refurbishment services commitment:

The refurbished parts must be compatible for installation in their respective existing positions at each stage of the turbine blades and vanes, including compressor blades and IGVs, and shall comply with the operational condition of the V94.2 (Si3D).

Note: Party A shall only settle payments to Party B based on the actual quantity of successfully repaired components.

4. Commitment to provide evidence document to the validity of Goods after repair/refurbishment:

Contractor must have commitment to provide below documentary in order to prove the validity of goods in case of being awarded and signed contract:

a. The Contractor outside of Vietnam:

- + Certificate of quality and quantity (CQ) issued by the repair/refurbishment service provider: 1 (one) original.
- + The report on the refurbishment results shall be formally issued and signed by the repair/refurbishment service provider: 1 (one) original.
- + Final Assessment Protocol (FAP) is signed by legal representatives of both the Parties: 2 (two) originals.

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- + Certificate of warranty issued by the legal representative of the Contractor: 1 (one) original.
- + Airway bill: 1 (one) original and 2 (two) copies; or Bill of lading: 1 (one) original and 2 (two) copies.
- + Packing list: 1 (one) original and 2 (two) copies.
- + Commercial Invoice: 1 (one) original and 1 (one) copy.
- + Insurance Certificate that covered 110% total good's value for each delivery: 1 original and 2 copies.
- + The Warranty Bond shall be issued by a legally operating bank with an amount equal to 5% of the total value of successfully repaired/refurbished goods and shall remain valid for the entire duration of the warranty period. The Warranty Bond must be issued within 30 calendar days from the date the Goods Certificate of Acceptance (stating that the goods meet all requirements) is signed by both Parties: 01 original.

(Notes: The Owner must receive above documents before receipt of the Goods expect for the warranty bond).

b. The Contractor within Vietnam:

- + Certificate of quality and quantity (CQ) issued by the repair/refurbishment service provider: 1 (one) original.
- + The report on the refurbishment results shall be formally issued and signed by the repair/refurbishment service provider: 1 (one) original.
- + Final Assessment Protocol (FAP) is signed by legal representatives of both the Parties: 2 (two) originals.
- + Certificate of warranty issued by the legal representative of the Contractor: 1 (one) original.
- + VAT Invoice.
- + The Warranty Bond shall be issued by a legally operating bank with an amount equal to 5% of the total value of successfully repaired/refurbished goods and shall remain valid for the entire duration of the warranty period. The Warranty Bond must be issued within 30 calendar days from the date the Goods Certificate of Acceptance (stating that the goods meet all requirements) is signed by both Parties: 01 original.

(Notes: The Owner must receive above documents before receipt of the Goods expect for the warranty bond).

5. Requirements on the qualifications and experience of the repair/refurbishment service provider (in case the repair/refurbishment service provider is not the manufacture of the V94.2 (Si3D) gas turbine operation by the Owner).

The refurbishment service provider must have at least 5 (five) years of experience in the repair/refurbishment of hot gas path components for V94.2 (Si3D) gas turbines with a rated capacity greater than 140 MW (gas). The Bidder shall provide documentary evidence to demonstrate the capability of the refurbishment service to meet the requirements of the Bidding Documents.

The Bidder shall be provided documentary evidence demonstrating that it has at least 02 different customers (end-user) confirming that repair/refurbishment services for hot gas

path components (full items as specified in sub-item 1, Item II, Article B, Section 1, Chapter V) of this bidding package have been successfully installed on V94.2 (Si3D) gas turbine units and have been operating reliably for a minimum of 33000 (thirty three thousand) Equivalent Operating Hours (EOH) or have operated stably for a period of 05 (five) years and achieved a minimum of 16000 (sixteen) EOH from the date of installation.

6. Warranty

- Warranty period: 24 (twenty four) months from the date of delivery or 12 (twelve) months from the date of installation or 8000 (eight thousand hundred) Equivalent Operating Hours (EOH) of safe operation from the date of installation, whichever occurs first.
- Warranty location: Phu My 2.1 Ext. Thermal Power Plant, Phu My Thermal Power Company, Phu My 1 Industrial Zone, Phu My town, Ho Chi Minh City, Viet Nam.

During the warranty period, if any defect arises within the scope of the Contractor's repair/refurbishment services, the Contractor shall provide remote technical personnel support within 24 (twenty four) hours of receiving notification from the Owner (via phone/email/letter) until experts arrive at the Site to coordinate the root cause assessment. Furthermore, the Contractor shall dispatch personnel to the Owner's plant within 3 (three) days from the date of notification by the Owner (by via phone, email/letter). The Contractor shall provide an inspection report identifying the root cause and shall, at its own costs, perform all necessary repair or re-refurbishment for any defects attributable to the Contractor.

- Warranty Bond:

The Warranty Bond shall be issued by a legally operating bank with an amount equal to 5% of the total value of successfully repaired/refurbished goods and shall remain valid for the entire duration of the warranty period. The Warranty Bond must be issued within 30 calendar days from the date the Goods Certificate of Acceptance (stating that the goods meet all requirements) is signed by both Parties: 01 original.

Section 2. Drawings: No drawings.

PART 3. CONDITIONS OF CONTRACT

CHAPTER VI.

GENERAL CONDITIONS OF CONTRACT (GCC)

TO BE NEGOTIATED AND FINALIZED BY THE OWNER AND THE BIDDER PRIOR TO THE APPROVAL OF THE BIDDER SELECTION RESULTS

1. Definitions	In this contract, the following terms shall have the following meanings: 1.1. "Owner" is the organisation specified in PCC; 1.2. "Contract" is the agreement between the Owner and the Contractor, expressed in writing, signed by both parties, including appendices and attached documents; 1.3. "Contractor" means the winning the bidder (which may be an independent contractor or a joint venture) and is specified in PCC. 1.4. "Subcontractor" means an organization or individual that signs a contract with the contractor to participate in performing related services; 1.5. "Contract documents" means the documents listed in the Contract, including any amendments or supplements of the Contract; 1.6. "Contract price" means the value stated in the contract between the Owner and the contractor, which is the total amount stated in the contract for the provision of repair/refurbishment services for Hot Gas Path components. The contract price includes all costs of taxes, fees, and charges (if any); 1.7. "Day" means a calendar day; "year" means 365 (three hundred sixty five) days; 1.8. "Goods" include Hot Gas Path components for repair/refurbishment services; 1.9. "Related services" include details repair/refurbishment for Hot Gas Path components; 1.10. "Completion" means the Contractor completes related services according to the terms and conditions specified in the Contract; 1.11. "Project location" is the location specified in PCC. 1.12. "Contract performance period" is calculated from the effective date of the contract until the parties have completed their obligations under the signed contract. 1.13. "Non-consulting services" means one or several service activities including logistics, insurance, advertising, commissioning and testing, satellite photography, printing, cleaning, communications, repair, maintenance, and other services that are not consulting services as stipulated in Clause 4, Article 4 of the Law on Bidding.
2. Contract	2.1. All documents specified in Section 2.2 GCC (including parts of

documents and priority	the documents) shall constitute the Contract to form a unified, mutually supportive, complementary and mutually explanatory entity. 2.2. The documents constituting the Contract shall be arranged in the following order of priority: a) Contract document, with contract appendices attached; b) PCC of the contract which has been fully filled in and includes the contents of corrections, additions and clarifications during the process of selecting the contractor and finalizing the contract (if any); c) Contract Negotiation, Contract Finalization Minutes; d) GCC of the contract; e) Decision of approving of the Contractor selection result; f) Notification of Proposal Acceptance and Contract Award; g) Bidding Documents and documents clarifying Bidding Documents (if any) of the bidder; h) Bidding Documents and documents amending and clarifying Bidding Documents (if any); i) The Other documents specified in PCC. 2.3. Contract documents are part of the contract dossier and signed by the parties to form contract, including: a) Contract documents; b) Specific conditions of the contract filled in with all contents and including corrections, additions, and clarifications during the contractor selection process; c) Contract appendixes including a detailed list of scope of work, price list, and implementation progress (if any); d) Other documents (if any).
3. Law and Language	The law governing the contract is Vietnamese law, the language of the contract is English or Vietnamese or bilingual.
4. Notification	4.1. Any notice given by one party to the other party in connection with the contract must be in writing, to the address specified in the PCC. The term "in writing" means a form of communication in written form and evidence of receipt of the information. 4.2. A notice by one party shall be deemed to be effective from the date of receipt by the other party or from the effective date stated in the notice, whichever is later.
5. Contract performance Bond	5.1. The contract performance bond must be submitted to the Owner no later than the date specified in the Letter of Acceptance of the Bidding Documents and Contract Award. The contract performance bond shall be made in one or more of the following forms: a) Deposit by guaranteed check or cash deposit or transfer to the Owner 's account for the contract performance bond with a value of

	less than VND 50 million and the validity period of the guaranteed check is consistent with the implementation period of the bidding package; b) Submit a letter of guarantee from a domestic credit institution or a branch of a foreign bank established under Vietnamese law; c) Submit a certificate of insurance guarantee from a domestic non-life insurance enterprise or a branch of a foreign non-life insurance enterprise established under Vietnamese law. The contract performance bond as prescribed in Point b and Point c of this Clause shall be an unconditional guarantee (paid upon request), in the form prescribed in Part 4 or another form approved by the Owner. 5.2. The contract performance security has the value and effect specified in PCC. 5.3. The contract performance security will be paid to the Owner to compensate for any loss arising from the Contractor's failure to fulfill its contractual obligations. 5.4. The term for returning the contract performance security is specified in PCC.
6. Subcontract	6.1. The Contractor shall sign contracts with subcontractors in the list of subcontractors specified in PCC to perform the related services stated in the Bidding Documents. The use of subcontractors shall not change the obligations of the Contractor. The Contractor shall be responsible to the Owner for the quantity, quality, progress and other obligations for the work performed by the subcontractors. Replacing or adding subcontractors in the list of subcontractors stated in the Bidding Documents or changing the subcontracting content stated in the Bidding Documents shall only be done with the approval of the Owner; the use of subcontractors must be consistent with the Contractor's needs in performing the contract, and the subcontractors must meet the requirements of the Contractor in terms of qualifications and experience. 6.2. The value of the works to be performed by the subcontractors specified in Clause 6.1 of the GCC shall not exceed the percentage of the Contract Price as stipulated in the PCC. 6.3. The Contractor shall be responsible for making full and timely payments to the subcontractors in accordance with the terms agreed between the Contractor and the subcontractors. 6.4. Other requirements regarding subcontractor as specified in PCC.
7. Dispute Resolution	7.1. The Owner and the Contractor are responsible for resolving disputes arising between the two parties through negotiation and conciliation. 7.2. If the dispute cannot be resolved through negotiation and

	conciliation within the time specified in the PCC from the date of dispute arising, any party may request to bring the dispute to resolution according to the mechanism specified in the PCC .
8. Scope of supply	Repair/refurbishment works must be provided as prescribed in Chapter V.
9. Delivery schedule upon Completion of services and supporting documents	9.1. Delivery schedule: The delivery schedule for Hot Gas Path components after repaired/refurbished works must be implemented as prescribed in the PCC. 9.2. Documents: The Contractor must provide invoices and other documents as prescribed in the PCC.
10. Contractor's Responsibilities	The Contractor shall provide all goods and related services within the scope of supply specified in Section 8 GCC and according to the delivery schedule specified in Section 9 GCC.
11. Type and Price	11.1. The Contract type: as prescribed in PCC. 11.2. The Contract price prescribed in PCC excludes: export duties, import duties, import Value Added Tax (VAT), Foreign Contractor Tax (including Corporate Income Tax and VAT paid on behalf of the Foreign Contractor, if any), domestic VAT, and other domestic taxes and fees. However, such price included transportation costs for picking up hot gas path components from the Owner's warehouse for repair/refurbishment and delivering them back to the Owner's warehouse after repair/refurbishment to complete the related services of the bid package stated in the Contract Price List based on ensuring progress and quality in accordance with the requirements of the bid package.
12. Taxes, fees, charges	12.1. The Contractor shall be responsible for all taxes, fees and charges incurred outside of Vietnam and value added tax (VAT) applicable to subcontractors in Viet Nam (if any subcontractors are engaged). 12.2. In case the Contractor is eligible for tax, fee and charge exemption or reduction, the Owner shall create maximum conditions for the Contractor to apply tax, fee and charge exemption or reduction policies.
13. Advance Payment	13.1. The Owner must provide the Contractor with an advance payment as prescribed in PCC, after the Contractor submits an Advance Payment Bond equivalent to the advance payment. The Advance Payment Bond must be issued by a domestic credit institution or a foreign bank branch established under Vietnamese law. 13.2. The Contractor may only use the advance payment for the performance of the Contract. The Contractor must demonstrate that the advance payment has been used for the correct purpose and to the

	correct recipient by submitting copies of invoices, vouchers or related documents to the Owner.
14. Payment	14.1. The Contractor's payment request must be sent to the Owner in writing, accompanied by an invoice describing the delivered goods, together with the documents submitted as prescribed in Section 9 GCC and a payment request sent upon completion of other obligations specified in the contract. 14.2. Payment shall be made in accordance with the provisions in PCC. 14.3. The payment currency is VND/EUR.
15. Copyright	Copyright in all drawings, documents and records containing information and data submitted by the Contractor to the Owner remains with the Contractor. Where such drawings, documents and records are provided to the Owner directly or through the Contractor by a third party, copyright in such drawings, documents and records shall remain with that third party. Other rights as prescribed in the PCC.
16. Contract Document and information	16.1. The Owner and the Contractor shall keep confidential any documents, data or other information relating to the Contract provided directly or indirectly by one party to the other party, and shall not disclose such documents, data or information to a third party without the prior written consent of the other party, whether such documents, data or information are provided before, during or after the completion or termination of the Contract. The Contractor may transfer to a subcontractor appropriate documents, data and information provided by the Owner for the subcontractor to perform its work under the Contract; in this case, the subcontractor shall have an undertaking to the Contractor to keep such documents, data or information confidential. 16.2. The Owner shall not use any documents, data and other information received from the Contractor for any purpose other than that related to the Contract. The Contractor shall not use documents, data and other information received from the Owner for any purpose other than the performance of the Contract. 16.3. The obligations of the Owner and the Contractor specified in Section 16.1 and Section 16.2 GCC shall not apply to the following information: a) Information that the Owner or the Contractor is required to provide to the competent authority; b) Information that has been or will be disclosed through no fault of the Owner or the Contractor; c) Information that is in the possession of one party at the time of disclosure and has not previously been provided directly or indirectly

	by the other party; d) Information that a party has lawfully received from a third party that is not under an obligation to keep the information confidential. 16.4. The provisions of Section 16 GCC do not change any confidentiality commitments made by a party prior to the date of signing the contract relating to the provision of goods and services. 16.5. The provisions of Section 16 GCC continue to be effective after the completion or termination of the contract for any reason.
17. Specifications and standards	The repair/refurbishment services supplied under the contract shall comply with the technical specifications and standards specified in Chapter V; if Chapter V does not specify any applicable specifications or standards, they shall comply with specifications and standards equivalent to or higher than the standards in force in the country where the Contractor performs the repair/refurbishment services.
18. Insurance	Unless otherwise provided in the PCC , the goods for repair/refurbishment services under the contract must be fully insured against loss or damage that may occur during repair/refurbish, transportation, storage and delivery as provided in the PCC .
19. Transportation and additional services	19.1. Requirements for transporting goods and other requirements specified in PCC. 19.2. In case of services arising outside the contract, the Owner and the Contractor shall negotiate the cost of performing the service, ensuring that it does not exceed the price that the Contractor applies to similar services in other contracts.
20. Inspection and testing of goods	20.1. The goods shall be subject to inspection and acceptance as prescribed in PCC. 20.2. The place of inspection and acceptance of the goods shall be as prescribed in PCC.
21. Penalties and damages	Penalties for breach of contract and compensation for damages as prescribed in PCC .
22. Warranty	22.1. The Contractor warranty that the repaired/refurbished Hot Gas Path component are not defective due to any act or omission on the part of the Contractor during the repair/refurbish process or transportation with the delivery schedule. 22.2. Warranty requirements for repair/refurbishment services are specified in PCC. 22.3. In case of detecting defects in the goods due to quality of repair/refurbishment services, the Owner shall promptly notify the Contractor, together with supporting documents. The Owner shall facilitate the Contractor to inspect such defects. 22.4. After receiving the Owner's notice of defective goods, the

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	Contractor shall promptly repair or replace the defective goods within the time limit specified in PCC and bear all costs of repair and replacement. 22.5. In case the Contractor has been notified but fails to repair the defect of the goods within the time limit specified in the PCC, the Owner may repair it himself (if necessary). The Contractor shall bear all risks and related costs. The Owner's self-repair of the defect of the goods shall not affect the Owner's other rights to the Contractor under the contract.
23. Force Majeure	23.1. The Contractor shall not be liable for forfeiture of the performance security, shall not be liable for damages or penalties or shall terminate the Contract if any Force Majeure Event prevents the progress of the Contract or the performance of any Contract obligation is prevented. 23.2. In the event of a Force Majeure Event, the failure of a Party to perform any of its obligations shall not be considered a breach or breach of the Contract, provided that the Party affected by such event: (a) has taken all reasonable precautions, precautions and alternative measures necessary, all with the aim of achieving the performance of the terms and conditions of this Contract, and (b) shall continue to perform its obligations under the Contract for as long as such performance is reasonable and practicable. 23.3. In this contract, force majeure is understood as events beyond the control of the parties and are unforeseeable, unavoidable and make the performance of the contract impossible without the parties' negligence or inattention. Force majeure events may include but are not limited to war, riots, strikes, fires, floods, epidemics, quarantine or State policies and regulations. 23.4. When a force majeure event occurs, the party affected by the force majeure event must promptly notify the other party in writing of the event and the cause of the event within 14 days from the date of the force majeure event. At the same time, transfer to the other party a certificate of the force majeure event issued by a competent organization at the place where the force majeure event occurred. The Contractor affected by a Force Majeure Event shall continue to perform its contractual obligations as far as practicable and shall take all reasonable steps to mitigate the effects of the Force Majeure Event. 23.5. The time for which a Party is required to complete a work under this Contract shall be extended by a period equal to the period during which the Party was unable to perform the work due to the Force Majeure Event.
24. Contract Modification	24.1. The Owner may request the Contractor to amend or supplement the following contents within the scope of work of the contract:

	a) Addition of necessary work items outside the scope of work specified in the contract; b) Change the delivery location; c) Adjust the progress of contract implementation according to the provisions of Section 25 GCC. d) Other cases as mutually agreed by the Parties. 24.2. In case any amendments or additions of the contents within the scope of work under the contract specified in Section 24.1 GCC, both Parties shall conduct negotiations to establish a basis for signing a contract amendment, should a contract modification be required. 24.3. During the contract implementation period, the Contractor may propose a cost-saving solution including at least the following contents: a) Solution content, explaining the differences from the requirements under the signed contract; b) Comprehensive analysis of the costs and benefits of the solution including description and estimation of costs (including life cycle costs) that may arise for the Owner in case of accepting the Contractor's proposal; c) Impact of the solution on the effectiveness of contract implementation. 24.4. The Owner may accept the Contractor's proposal if this proposal demonstrates one of the following benefits without affecting the necessary functions of the goods: a) Shortening the delivery time; b) Reducing the contract price or life cycle costs for the Owner; c) Improve the quality, efficiency or sustainability of the goods in the contract; d) Any other benefits to the Owner. In case the Contractor's proposal is accepted by the Owner and reduces the contract price, the Owner shall pay the Contractor according to the rate specified in PCC for the value of the contract price reduction. In case the Contractor's proposal is accepted by the Owner and increases the contract price but reduces the life cycle cost due to the impact of the factors specified in points a, b, c and d of this clause, the Owner shall pay the Contractor according to the value of the contract price increase
25. Adjustment of contract performance progress	During the performance of the contract, the Parties may adjust the completion timeline for specific contents defined in the contract in the following cases: a) In the event of force majeure or the occurrence of adverse conditions that hinder the Contractor's performance of the

	contract and are not related to any breach or negligence by the Parties involved; b) Changes or adjustments to the project, scope of work, scope of supply, design, major construction solutions, or delivery methods due to objective requirements that affect the contract schedule; c) One or both Parties propose initiatives or improvements in contract performance that require schedule adjustments to bring greater benefits to the Owner; d) Failure to hand over the site as agreed in the contract, or contract suspension due to the Owner's fault, which affects the contract schedule and is not caused by the Contractor's fault; e) Suspension of work at the request of competent state authorities, provided that such suspension is not due to the fault of either the Owner or the Contractor; f) Other cases as specified in the PCC. When the adjustment of the completion timeline does not exceed the overall contract duration, the Owner and the Contractor shall mutually agree on and unify such adjustments; in cases where the duration is exceeded, the Parties may only agree on the adjustments after obtaining approval from the Competent Person/Authority.
26. Termination of contract	26.1. Termination of Contract for Default a) The Owner may terminate the Contract in whole or in part without prejudice to other remedies for breach of contract by giving written notice to the Contractor of the breach of contract in the following cases: (i) The Contractor fails to perform part or all of the scope of work within the period(s) specified in the contract, or within any extension thereof granted by the Owner; (ii) The Contractor fails to perform any other obligations under the Contract; (iii) The Contractor becomes insolvent or bankrupt; (iv) The Owner determines that the Contractor has committed one of the prohibited acts specified in Article 16 of the Law on Bidding during the bidding process or contract performance. b) In case the Owner terminates the Contract in whole or in part under Point a of this Clause, the Owner may sign a contract with another contractor to perform the terminated portion. The Contractor shall be liable to indemnify the Owner for any incremental costs arising from the execution of such terminated portion. However, the Contractor shall continue to perform the non-terminated part of the contract and remain responsible for the works it has executed. 26.2. Termination of Contract for Insolvency In the event of the Contractor's bankruptcy or insolvency, the Owner

	may terminate the Contract at any time by giving notice to the Contractor. In such event, the Contract shall terminate without compensation to the Contractor provided that the termination of the Contract shall not prejudice or affect any right of action or remedy of the Owner before or after it has been terminated.
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CHAPTER VII.

PARTICULAR CONDITIONS OF CONTRACT (PCC)

Sub-Clause 1.1	Owner (Party A): Phu My Thermal Power Company (PMTPC)
Sub-Clause 1.3	Contractor (Party B):
Sub-Clause 1.11	Delivery location before refurbishment and redelivery location after refurbishment: Phu My Thermal Power Company's Warehouse, Phu My 1 Industrial Zone, Phu My Ward, Ho Chi Minh City, Vietnam.
Sub-Clause 2.2 (i)	The following documents shall also form a part of the Contract: According to the negotiation results between the Parties.
Sub-Clause 4.1	Notices must be sent to the Owner at the following address: - Recipient: Phu My Thermal Power Company (PMTPC) - Address: Phu My 1 Industrial Zone, Phu My ward, Ho Chi Minh City, Vietnam. - Phone: 0254 3928686 - Fax: 0254 3928696
Sub-Clause 5.2	Requirements for contract performance bond: 1. Before the contract takes effect, Party B must submit to Party A a Performance Bond equivalent to 10% (ten percent) of the contract value, which is (In words:). 2. Form of Performance Bond: Party B shall submit Performance Bond the form of a Bank Guarantee (must be an unconditional, irrevocable guarantee, issued by a bank or financial institution legally operating in Vietnam or a foreign bank branch established under Vietnamese law) and must immediately notify Party A in writing about the implementation of this contract Performance Bond. 3. Validity of Performance Bond: The Performance Bond is valid from the date of issuance of the guarantee or the effective date of the contract (whichever comes first) until the end of the 28th day after Party B completes all the work of the Contract. In case the performance security expires before the above-mentioned date but Party B has not yet fulfilled its contractual obligations, Party B shall be responsible for extending the validity of the performance security and paying the costs for this extension. 4. If Party B has not fulfilled its contractual obligations at the time of 28th days before the expiry date of the Performance Bond, Party B shall extend the validity of the Performance Bond with the above-mentioned value and appropriate validity and submit it to Party A at least 21 days before the expiry date of the Performance Bond. Before 07 calendar days from the expiry date of the Performance Bond, if the Owner does not receive the extension notice, the Owner shall have the right to confiscate 100% of the above-mentioned Performance Bond amount of the Contractor. 5. Party A has the right to confiscate the Performance Bond in the following cases:

	- Party B refuses to perform part or all of works under the contract after it has come into effect; - Party B violates the agreement in the contract; - Party B performs the contract behind schedule due to Party B's fault but refuses to extend the validity of the Performance Bond; - Party B does not extend the Performance Bond on time as prescribed in the Contract. (If the contractor is a joint venture contractor, any member of the joint venture violates the provisions in the above cases, Party A has the right to confiscate the guarantee).
Sub-Clause 5.4	Contract performance security return period: In case Party B submits the contract performance security in cash or by bank transfer, Party A shall return the above amount by bank transfer to Party B at the same time as the final payment of the contract.
Sub-Clause 6.1	List of subcontractors: __
Sub-Clause 6.2	The value of the works to be performed by subcontractors shall not exceed twenty percent (20%) of the Contract Price.
Sub-Clause 6.4	Other necessary requirements for subcontractors: None.
Sub-Clause 7.2	- Time for reconciliation: 10 (ten) days. - Dispute resolution: Any problems arising during the implementation of the contract will be negotiated and resolved by both parties in the spirit of respect, cooperation and mutual assistance. All agreements must be expressed in writing. In case the matter cannot be resolved by negotiation, the matter will be brought to the competent Court in Ho Chi Minh City for trial.
Sub-Clause 9.1	Timeframe for Party B to complete repaired/refurbished works (delivery for Hot Gas Path components after repair/refurbishment): Within days from the effective date of the contract.
Sub-Clause 9.2	Party B shall submit the following information and documents: a. The Contractor outside of Vietnam: + Certificate of quality and quantity (CQ) issued by the repair/refurbishment service provider: 1 (one) original. + The report on the refurbishment results shall be formally issued and signed by the repair/refurbishment service provider: 1 (one) original. + Final Assessment Protocol (FAP) is signed by legal representatives of both the Parties: 2 (two) originals. + Certificate of warranty issued by the legal representative of the Seller: 1 (one) original. + Airway bill: 1 (one) original and 2 (two) copies; or Bill of lading: 1 (one) original and 2 (two) copies.

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	+ Packing list: 1 (one) original and 2 (two) copies. + Commercial Invoice: 1 (one) original and 1 (one) copy. + Insurance Certificate that covered 110% total good's value for each delivery: 1 original and 2 copies. + The Warranty Bond shall be issued by a legally operating bank with an amount equal to 5% of the total value of successfully repaired/refurbished goods and shall remain valid for the entire duration of the warranty period. The Warranty Bond must be issued within 30 calendar days from the date the Goods Certificate of Acceptance (stating that the goods meet all requirements) is signed by both Parties: 01 original. b. The Contractor within Vietnam: + Certificate of quality and quantity (CQ) issued by the repair/refurbishment service provider: 1 (one) original. + The report on the refurbishment results shall be formally issued and signed by the repair/refurbishment service provider: 1 (one) original. + Final Assessment Protocol (FAP) is signed by legal representatives of both the Parties: 2 (two) originals. + Certificate of warranty issued by the legal representative of the Seller: 1 (one) original. + VAT Invoice. + The Warranty Bond shall be issued by a legally operating bank with an amount equal to 5% of the total value of successfully repaired/refurbished goods and shall remain valid for the entire duration of the warranty period. The Warranty Bond must be issued within 30 calendar days from the date the Goods Certificate of Acceptance (stating that the goods meet all requirements) is signed by both Parties: 01 original.
Sub-Clause 11.1	Contract type: Output-Based Contract The Owner shall only pay for successfully repaired/refurbished hot gas path components that have passed inspection and acceptance. For hot gas path components that cannot be repaired/refurbished (scrap): The Owner shall not pay any costs to the Contractor.
Sub-Clause 11.2	Contract Price: Fix. The payment value shall be determined based on the quantity of repaired/refurbished hot gas path components multiplied by the unit price specified in the signed contract.
Sub-Clause 13.1	1. Advance payment: Within 15 working days from the effective date of the contract, Party A will make an advance payment by Telegraphic transfer to Party B of 10% of the total value of the contract, after

	receiving all of the following documents: - Payment request letter (original); - Advance Payment Security (original). 2. The advance payment shall be progressively deducted by Party A from each interim payment made to Party B (corresponding to the rate advance payment). Upon Party A having made payments equal to 90% (ninety percent) of the total Contract Value (including the 10% (ten percent) advance payment) to Party B, Party A shall deduct the entire remaining outstanding advance payment amount. 3. Advance Payment Bond: - Advance Payment Bond value: Party B shall provide Party A with an advance payment bond in an amount equal to the advance payment made by Party A to Party B. - Form of Advance Payment Bond: The advance payment bond shall be issued by a bank duly established and legally operating in Vietnam and shall be irrevocable and unconditional. - Validity of Advance Payment Bond: Advance Payment Bond shall remain valid and enforceable until Party A has fully recovered the advance payment amount through deductions from payments due to Party B. - Extension of Advance Payment Bond: If the advance payment has not been fully recovered by Party A at least 28 (twenty eight) days prior to the expiry date of the Advance Payment Bond, Party B shall extend the validity of the Advance Payment Bond and submit to Party A at least 21 (twenty one) days prior to its expiry date. If Party B fails to provide such an extension on time, Party A shall have the right to call the Advance Payment Bond for the entire amount. All related costs and expenses to the extension, increase in value, or amendment of the Advance Payment Bond shall be borne by Party B.
Sub-Clause 14.2	1. Payment method: Payment the remaining 90% of the total contract value: Party A shall pay for Party B the remaining 90% of the total contract value based on the quantity of successfully refurbished hot gas path components within 30 calendar days upon receipt of a complete set of the following documents: a. The Contractor outside of Vietnam: + Completion Acceptance Certificate for the refurbishment services: 1 (one) original. + Payment request: 1 (one) original. + Certificate of quality and quantity (CQ) issued by the repair/refurbishment service provider: 1 (one) original. + The report on the refurbishment results shall be formally issued and

	signed by the repair/refurbishment service provider: 1 (one) original. + Final Assessment Protocol (FAP) is signed by legal representatives of both the Parties: 1 (one) original. + Certificate of warranty issued by the legal representative of the Seller: 1 (one) original. + Airway bill: 1 (one) original; or Bill of lading: 1 (one) original. + Packing list: 1 (one) original. + Commercial Invoice: 1 (one) original and 1 (one) copy. + Insurance Certificate that covered 110% total good's value for each delivery: 1 original. + The Warranty Bond shall be issued by a legally operating bank with an amount equal to 5% of the total value of successfully repaired/refurbished goods and shall remain valid for the entire duration of the warranty period. The Warranty Bond must be issued within 30 calendar days from the date the Goods Certificate of Acceptance (stating that the goods meet all requirements) is signed by both Parties: 01 original. b. The Contractor within Vietnam: + Completion Acceptance Certificate for the refurbishment services: 1 (one) original. + Payment request: 1 (one) original. + Certificate of quality and quantity (CQ) issued by the repair/refurbishment service provider: 1 (one) original. + The report on the refurbishment results shall be formally issued and signed by the repair/refurbishment service provider: 1 (one) original. + Final Assessment Protocol (FAP) is signed by legal representatives of both the Parties: 1 (one) original. + Certificate of warranty issued by the legal representative of the Seller: 1 (one) original. + VAT Invoice + The Warranty Bond shall be issued by a legally operating bank with an amount equal to 5% of the total value of successfully repaired/refurbished goods and shall remain valid for the entire duration of the warranty period. The Warranty Bond must be issued within 30 calendar days from the date the Goods Certificate of Acceptance (stating that the goods meet all requirements) is signed by both Parties: 01 original. 2. Payment currency: Vietnamese Dong/EUR.
Sub-Clause 15	Other copyrights: Not required.

Sub-Clause 18	Insurance Coverage: The Party B shall arrange at its own expense transportation and procure relevant insurance policy required by Party B on behalf of Party A in compliance with the following provisions: • EXW (Incoterms 2020) - Phu My Power Plant in Vietnam to Party B's designated repair workshop (designated by Party B), Party A shall arrange packing and prepare the shipping invoice and packing list for the Hot Gas Path Components to be repaired for the purpose of temporary export. • DAP Phu My Site in accordance with the meaning of Incoterms 2020, after the completion of repair/refurbishment services. It means Party B shall take out and maintain the transportation insurance cover required by such transportation to Phu My Site against any potential accident, losses and damages. • Party B shall ensure the Repaired Parts (under the DAP conditions within the meaning of Incoterms 2020) in the name of Party A and the insured sum shall be 110% (one hundred ten percent) of the contract. All costs of insurance shall be borne by the Contractor.
Sub-Clause 19.1	Hot gas path components transportation responsibilities are defined as follows: - Pick-up spare parts for repair/refurbishment at Party A's warehouse according to EXW (Incoterms 2020) with the assistance of Party A regarding temporary export and re-import license and approvals, Phu My Thermal Power Company, Phu My 1 Industrial Zone, Phu My ward, Ho Chi Minh City, Vietnam. • Party B is responsible for all related costs and fees, including pick-up fees, export procedure fees, transportation fees at Party A's warehouse to Party B's workshop. • Party A shall be responsible for packing the goods and providing support to Party B with respect to temporary export procedures and documentation. All taxes incurred within the territory of Vietnam for temporary export of goods for repair/refurbishment (if any) shall be borne by Party A. • Party B shall be responsible for unloading and loading the goods onto the transport vehicle and shall bear all transportation and insurance costs from Party A's warehouse to the refurbishment site, including any costs associated with the temporary export formalities. Any taxes, duties, and fees arising outside the territory of Vietnam shall be borne by Party B. - Delivery Location for repaired/refurbished hot gas path components (including the return of Scrap parts to the Owner): Warehouse of Phu My Thermal Power Company, Phu My 1 Industrial Zone, Phu My ward, Ho Chi Minh City, Vietnam.

	The repaired/refurbished parts (including Scrap parts) shall be delivered on DAP (Incoterms 2020). The Contractor shall be responsible bear all costs, risks, and expenses associated with customs clearance, transportation, and unloading of the goods for delivery to Party A's warehouse. All taxes and fees incurred outside the territory of Vietnam shall be borne by Party B. Party A shall be responsible for assisting the Contractor with re-importation procedures and documentation. Any taxes incurred within the territory of Vietnam for the re-importation of goods after repair/refurbishment (if any) shall be borne by Party A.
Sub-Clause 20.1	Upon the goods arrival at warehouse of Party A at Phu My 1 Industrial Zone, Phu My Ward, Ho Chi Minh City, Party A shall inspect and accept the repaired/refurbished components in pursuance of the following provisions: • Following receipt and inspection of the repaired/refurbished components, Party A shall issue a certificate evidencing receipt and acceptance ("Certificate of Completion") within 30 (thirty) Calendar Days if the services meet the requirements. • If the repaired/refurbished components successfully arrive in broken packing conditions, Party A shall have the right to refuse acceptance of them. • Claims, if necessary, shall be made by Party A within 7 (seven) Calendar Days after arrival of the goods at Party A's warehouse and sent by fax to Party B in the first place, and then confirmed by registered airmail together with supporting documents not later than 30 (thirty) Calendar Days after arrival of the goods at Party A's warehouse. Whenever such a claim is proved to be of Party B's responsibility, Party B shall inform Party A, within 10 (ten) Calendar Days, the measures to be taken upon the receipt of Party A's formal claim. In a case where Party B accepts the claim which has been properly submitted by Party A in due time, Party B shall then supply to Party A's warehouse, at its own expense, the replacement goods to replace those goods: • which were found to be defective, or • which have not been delivered pursuant to the contract, or • which were not been delivered in full, or • where there are missing some repaired/refurbished components. In a case where Party B accepts the claim which has been properly submitted by Party A in due time, Party B shall then supply to Party A's

	warehouse, at its own expense, the replacement goods to replace those goods:
Sub-Clause 20.2	Inspection and testing of goods after repair/refurbishment is carried out at the place of delivery (Warehouse of Party A).
Sub-Clause 21	1. Liquidated damages for delay in contract performance: - For any reason (except for force majeure), if the repaired/refurbished components are not delivered within the time limit specified in Clause 9.2 PCC, Party B will be fined 0.3% (zero point three percent) of the value of the works that is late for each day of delay; the total value of the fines shall not exceed 8% of the value of the breached contract (except in cases where the two Parties have other agreements). - If after 10 (ten) Calendar days from the due date of delivery as prescribed in Clause 9.1 PCC of the contract, Party B has not yet delivered the goods/has not yet completed the work, Party A has the right to consider terminating the breached contract and in this case Party B will be fined 8% of the breached contract value (except in cases where the two Parties have other agreements). 2. Penalty for service quality violations: In case Party B fails to complete the work item or the quality of the work does not meet the requirements specified in the contract, Party B must redo the work to the required quality without additional costs. The re-performance of the work with the correct quality must be ensured within the time limit specified in Clause 9.1 PCC of the contract. In case Party B refuses to take responsibility for the contract, Party A has the right to declare the termination of the contract and fine Party B 8% of the violated contract value, and must compensate for damages caused by Party B's violation as well as bear the costs of hiring another unit to remedy the above violations (except in cases where the two parties have other agreements). 3. Any party that unilaterally terminates the performance of part or all of the contract (except for force majeure reasons and conditions under which Party A is entitled to terminate the contract under Item 1, Item 2 of this Clause) shall be subject to a penalty of 8% of the value of the breached contract. 4. In case Party A terminates the contract (if any) under Item 1, Item 2 of this Clause, Party A shall notify Party B in writing at least 02 working days in advance. 5. In addition to the penalty for breach in the cases specified in this Article, Party A has the right to request Party B to compensate for damages in accordance with Clause 6 of this Article. 6. Compensation for Damages: Except for cases of force majeure as stipulated in Clause 23 PCC, if Party B fails to fully perform its contractual obligations, or ensure the quality of services then in addition to being subject to contractual penalties under this



	Article, Party B shall also be liable to compensate Party A for damages. This includes the actual and direct losses incurred by Party A due to Party B's breach of contract, as well as the benefits that Party A would have been entitled to if the breach had not occurred.
Sub-Clause 22.2	Warranty for repaired/refurbished goods: 1. Warranty period: Warranty period for successfully repaired/refurbished hot gas path components: 24 (twenty four) months from the date of delivery or 12 (twelve) months from the date of installation or 8000 (eight thousand hundred) Equivalent Operating Hours (EOH) of safe operation from the date of installation, whichever occurs first. 2. Warranty location: Phu My 2.1 Ext. Thermal Power Plant, Phu My Thermal Power Company, Phu My 1 Industrial Zone, Phu My town, Ho Chi Minh City, Viet Nam. 3. Warranty Bond: The Warranty Bond shall be issued by a legally operating bank with an amount equal to 5% of the total value of successfully repaired/refurbished goods and shall remain valid for the entire duration of the warranty period. The Warranty Bond must be issued within 30 calendar days from the date the Goods Certificate of Acceptance (stating that the goods meet all requirements) is signed by both Parties: 01 original. Warranty Bond form: Letter of guarantee from a bank legally operating in Vietnam (must be an unconditional, irrevocable guarantee). Warranty Bond validity: The warranty bond is valid until 28 days after the expiration of the warranty period. At the time of 28 days before the warranty bond expires, if the warranty obligation is not yet completed, Party B is obliged to extend the warranty bond corresponding to the time of performing the warranty obligation and submit it to Party A at least 21 days before the expiration of the warranty bond. In case Party B does not extend, Party A has the right to confiscate 100% of the warranty bond value. The warranty bond will be released within 20 days after the expiration of the warranty period and Party B completes the warranty obligation and repairs errors as required. Party A has the right to confiscate the Warranty bond when one of the following cases occurs and the confiscation of the Warranty bond does not exempt Party B from the warranty obligation and other obligations under the contract, including: + Party B does not perform the warranty obligation as prescribed in GCC 22.4, GCC 22.5 of the contract. + Party B does not extend the warranty bond validity when the warranty obligation has not ended according to the contract, Party A has the right to confiscate 100% of the warranty bond value.

	+ After 5 (five) Working days from the date Party A issue a notice requesting Party B to perform the warranty obligation, but Party B does not send personnel to inspect/provide a solution/perform the warranty obligation as prescribed.
Sub-Clause 22.4 and 22.5	The repair and replacement period is: - Goods warranty after repair/refurbishment services: During the warranty period, if the goods are damaged, unusable, or do not meet technical and quality requirements due to Party B's fault during the repair/refurbishment process, Party B must promptly remedy the damage or abnormality by repairing or replacing it with a new product within the specified time as follows: + Within 02 working days from the receipt of Party A's warranty request via phone, email, or written document, Party B must carry out assessment and implement remote handling measures through communication means (Email, visual diagnostics, etc.). Simultaneously, Party B shall dispatch personnel to the warranty location to conduct a survey of the damage or abnormalities, and develop a plan and solution for the repair and rectification of such defects. In the event that Party B performs warranty services through repair or re-execution of work at Party A's designated site, Party B must complete such works within 10 calendar days from the date the warranty plan is mutually agreed upon. If the defects cannot be rectified through remote support or repair at Party's designated site, Party B shall ensure the availability of a sufficient quantity of hot gas path components for replacement and must deliver them to Party A's warehouse within 15 working days upon receipt of Party A's warranty claim notice. + If Party B fails to perform the work under its warranty within 02 calendar days from the date Party A sends the notice requesting such performance, Party A shall have the right to organize and perform the work itself, and all related costs shall be borne by Party B.
Sub-Clause 24.4	In the event that the Contractor's proposal is accepted by the Owner and results in a reduction of the Contract Price, the Owner shall pay the Contractor a share of the cost savings: NOT APPLICABLE.
Sub-Clause 25(f)	Adjustment of contract performance progress in other cases: As mutually agreed upon by both Parties.

Part 4. CONTRACT FORMS

This Chapter contains the forms which, once completed with the required information, shall form an integral part of the Contract. The Performance Bond Form and the Advance Payment Security Form shall be completed by the successful Bidder after the Contract has been awarded.

LETTER OF PROPOSAL ACCEPTANCE AND CONTRACT AWARD

_____, day ____ month ____ year ____

To: ____ [name and address of awarded Contractor, hereinafter referred to as "Contractor"]

Subject: Notification of Proposal Acceptance and Contract Award

Pursuant to Decision No..... dated .../.../..... of ____ [insert name of Owner] (hereinafter referred to as "Owner") on approving the results of contractor selection for the bidding package ____ [insert name, package number], the Owner ____ [name of the Owner] (hereinafter referred to as "The Owner") announces: The Owner has accepted the Bid and awarded the contract to the contractor to carry out the bidding package ____ [package name, package number. In case the package is divided into many parts, write the name and number of the part which the Contractor is awarded] with the contract price being ____ [write the winning bid price in the decision approving the results of selection] with the package implementation time being ____ [write the package implementation time in the decision approving the results of contractor selection].

The legal representative of the Contractor must complete and sign the contract with the Owner and the Owner with the following plan:

- Time of Contract finalization : ____, at location (2) ____ [write the contract completion location].

The Contractor is requested to implement Performance bond according to Form No.17 of the Bidding Documents with the amount ____ and the effective period ____ [as prescribed in Section 5.2 PCC of the Bidding Documents].

This document is an inseparable part of the contract documents. After receiving this document, the Contractor shall complete, sign the contract and implement Performance bond according to the above requirements. The Owner shall refuse to finalize and sign the contract with the Contractor in case it is discovered that the Contractor's current qualifications does not meet the requirements for implementing the bidding package.

If by ____/____/2026 the Contractor fails to finalize and sign the contract or refuses to complete and sign the contract or fails to implement Performance bond according to the above requirements, the Contractor will be disqualified and the bid bond will not be refunded.

Looking forwards to receiving your favorable reply.

LEGAL REPRESENTATIVE OF THE OWNER

[Full name, title, signature and stamp]

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(During the contract negotiation stage, depending on the actual circumstances and where deemed necessary, the Parties may negotiate and agree on the application of an alternative contract form to ensure the feasibility of contract signing and execution).

SALES CONTRACT

____, day ____ month ____ year ____

Sales Contract No. ____

Package No. 2: Supply of repaired/refurbishment services of Hot Gas Path components for the major overhaul on GT25 unit of Phu My 2.1 Ext. Thermal Power Plant.

Project's name: The major overhaul on GT25 unit of Phu My 2.1 Ext. Thermal Power Plant in 2029.

Pursuant to Decision No. /QĐ-NĐPM dated /.... /2026 of ____ [insert name of Owner] in terms of approval for bidding result for ____ [insert name of package] and Notification of Proposal Acceptance and Contract Award No. /NĐPM-KHVT dated /.... /2026.

Today, day month year, we are:

The Owner (hereinafter referred to as Party A): _____

Address:

Tel: _____ Fax: _____

Account No.

Tax code: _____

Representative: _____ Position: _____

The Contractor (hereinafter referred to as Party B): _____

Address:

Tel: _____ Fax: _____

Account No.

Tax code: _____

Representative: _____ Position: _____

It has been mutually agreed by both sides to sign the sales contract under the following terms and conditions:

Article 1. Subject of Contract.

Party A agrees to hire and Party B agrees to provide repair/refurbishment services for Hot Gas Path components of the V94.2 (Si3D) unit accordance with the list of Hot Gas Path components as described in the attached Appendix.

Article 2. Contract components

The Contract components is arranged in the following order of precedence:

1. Contract, including all Appendix;
2. Particular Conditions of Contract (PCC);

3. Minutes of finalizing contract;
4. General Conditions of Contract (GCC);
5. Decision of approving of the Contractor selection result;
6. Letter of Proposal Acceptance and Contract Award;
7. Proposal and Clarifications (if any);
8. The Bidding documents and the amendment of the Bidding documents (if any);
9. documents specified in PCC.

Article 3. Responsibilities of Party A

- Organize the delivery and acceptance of goods according to the provisions of GCC 20.1.
- Payment must be made on time to Party B. If Party A delays the payment beyond the deadline specified in Article 5, Party A shall be subject to a penalty interest for the actual number of late payment days, calculated based on the short-term lending interest rate of BIDV, Phu My branch, Ho Chi Minh City at the time of payment.
- Carry out gate procedures for Party B's people (according to the list provided by Party B).
- Organize acceptance and payment to Party B on time in accordance with regulations.
- Party A has the right to refuse acceptance and payment if Party B does not properly implement the approved/agreed content by both Parties or does not fully implement the terms of the contract.

Article 2. Responsibilities of Party B

- Deliver the repaired/refurbished Hot Gas Path components in accordance with the specifications, quality, and quantity as prescribed in Article 1, and undertake to fully perform all obligations and responsibilities set forth in the GCC and PCC.
- Deliver goods on time with method and location stated in GCC. If Party B fails to comply with the above regulations, Party A will evaluate the reputation and consider Party B's qualifications when Party B participates in Party A's next bid packages.
- Provide the Performance Bond in accordance with GCC-5.
- Party B shall not have the right to transfer any of rights or obligations arising from this contract to any other third party without the written consent of Party A in advance.
- During the execution of the Contract and even after its termination, Party B shall not disclose or use any information obtained during the transaction whether in written, verbal, electronic, or any other form without Party A's permission. This includes, but is not limited to, information regarding Party A's trade secrets, financial status, regulations, products, technology, and personnel, except in cases where such information has already been publicly disclosed or is required to be provided by a competent authority.
- Provide the Warranty Bond in accordance with GCC-22 of this Contract.
- Party B shall ensure a sufficient stock of hot gas path components is available for replacement if any repaired/refurbished hot gas path components fail during operation.
- Provide all necessary documents and payment documentation in accordance with GCC-9, GCC-13 and GCC-14.
- During the execution of the Contract, in the event of any difficulties or arising issues, Party B shall promptly notify Party A in writing and the Parties shall cooperate to resolve such

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Article 5. Contract price and payment method

1. Total contract value (included tax): VND/EUR (In words :).
2. Payment method: Payment is specified in PCC 14.2.
3. Tax stated in Clause 1 of this Article when issuing invoices and making payments can be adjusted according to the current tax Law.

Article 6. Contract type: Output-Based contract.

Article 7. Delivery schedule:

Timeframe for the Contractor to complete repaired/refurbished works (delivery schedule for Hot Gas Path components after repair/refurbishment): Within days from the effective date of the contract.

Article 8. Validity of the contract

- The contract shall become effective from the date of signing, provide that Party B has submitted the Performance Bond in accordance with the regulations.
- The contract ends and is automatically liquidated when two Parties finished their responsibilities regulated in this contract.

Article 9. General provisions

1. The two parties commit to properly implementing the terms of the contract. Issues which are not mentioned in this contract will be adjusted according to the provisions of current law.
2. Any problems arising during the implementation of the contract will be negotiated and resolved by the two parties in the spirit of respect, cooperation and mutual assistance. All agreements must be expressed in writing and confirmed by representatives of both parties.
3. In case the matter cannot be resolved by negotiation, it will be brought to the competent Court in Ho Chi Minh city for trial. All related costs will be borne by the guilty party. The Court's decision is the final decision that both parties must comply with.

This contract is made in 04 (four) original copies in Vietnamese and English, with equal value, Party A shall keep 02 (two) original copies, Party B shall keep 02 (two) original copies.

LEGAL REPRESENTATIVE OF THE OWNER [Full name, title, signature and stamp]	LEGAL REPRESENTATIVE OF THE CONTRACTOR [Full name, title, signature and stamp]
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(Note: Contractual Terms and Conditions are subject to final negotiation and agreement by both Parties).

APPENDIX - CONTRACT PRICE

(Attached to contract number _____, date ____ month ____ year ____)

This Appendix is prepared based on the bidder's offered price in the corresponding Bidding price schedule and the agreements reached in the process of finalizing contract, including unit price and total amount of each item.

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PERFORMANCE BOND

_____, day _____ month _____ year _____

TO: _____ [name of the Owner]
 (Hereinafter referred to as the "Owner")

At the request of _____ [name of the Contractor] (hereinafter referred to as "the Contractor"), is the successful the bidder of the package _____ [name of the package] and commits to enter into a contract for the supply of goods for the above package (hereinafter referred to as "Contract"); ⁽¹⁾

According to the provisions in the Bidding Documents (or the contract), the Contractor must submit to the Owner a bank guarantee of a specified amount to ensure its obligations and responsibilities in the performance of the contract;

We, _____ [insert name of the bank] with registered office at _____ [insert address of the bank⁽²⁾] (hereinafter referred to as "Bank"), hereby commit to guarantee the Contractor's performance of the contract in the amount of _____ [specify the corresponding value in numbers, in words and the currency used as prescribed in Section 5.2 PCC of the Bidding Documents]. We commit to unconditionally and irrevocably pay to the Owner any amount within the limit of _____ [the amount of guarantee] as stated above, upon receipt of a written notice from the Owner demand stating that the contractor breaches the contract within the validity period of the performance security.

This guarantee is effective from the issuance date and in force until _____ day _____ month _____ year⁽³⁾.

LEGAL REPRESENTATIVE OF THE BANK

[Full name, title, signature and stamp]

Note:

(1) If the guarantor bank requires a signed contract before issuing a guarantee, the Owner shall report to the Owner for consideration and decision. In this case, the above paragraph can be revised as follows:

"At the request of _____ [name of the Contractor] (hereinafter referred to as "the Contractor"), the successful the bidder of the package _____ [name of the package] and signed the contract no. _____ dated ____/____/____ (hereinafter referred to as "Contract")."

(2) Bank address: clearly state the address, telephone number, fax number, and e-mail for contact.

(3) Record the deadline in accordance with the requirements in Section 5.2 PCC.

ADVANCE PAYMENT SECURITY ⁽¹⁾

_____, day _____ month _____ year _____

TO: _____ [name of the Owner]

(Hereinafter referred to as the "Owner")

[name and number of contract]

According to the terms of advance payment stated in Particular conditions of contract, _____ [name and address of the contractor] (hereinafter referred to as "the Contractor") shall submit to the Owner a bank guarantee to ensure that the contractor shall properly use the advance payment of _____ [value in figures, in words and in the currency used] for the performance of the contract;

We, _____ [name of the bank] with registered office at _____ [address of the bank⁽²⁾] (hereinafter referred to as "Bank"), at the request of the Owner, agree unconditionally, irrevocably and will not require the Contractor to consider in advance, to pay the Owner an amount not exceeding _____ [value in figures, in words and currency used as specified in PCC 13.1 of the Bidding Documents].

Furthermore, we agree that any changes, additions or modifications of the terms of the contract or any documents relating to the contract signed between the Contractor and the Owner shall not change any of our obligations in this guarantee.

This guarantee shall be effective from the date when the Contractor receives the advance payment under the contract until _____ day _____ month _____ year _____⁽³⁾.

LEGAL REPRESENTATIVE OF THE BANK

[Full name, title, signature and stamp]

Note:

(1) Based on Particular conditions of the bid package, the regulations shall be consistent with the requirements specified in Section 13.1 PCC.

(2) Bank address: clearly state the address, telephone number, fax number, and e-mail for contact.

(3) The delivery date is specified in the contract. If goods are delivered in parts, it may be stipulated that the advance payment guarantee will expire when the value of the goods delivered and accepted is greater than or equal to the advanced amount. In case it is necessary to extend the contract performance period, the validity period of the advance payment guarantee must be extended.

C.T.C.P.H.N.I.M