

**BIDDING DOCUMENTS**  
**PACKAGE No. 04NH-DH3&DH3MR-2025**  
**Procurement of imported coal**  
**for commercial operation of**  
**DUYEN HAI 3 AND DUYEN HAI 3**  
**EXTENSION THERMAL POWER PLANTS**



**September, 2025**

**BIDDING DOCUMENTS**

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## BIDDING DOCUMENTS

Procurement's name: Package No. 04NH-DH3&DH3MR-2025 - Procurement of imported coal for commercial operation of Duyen Hai 3 and Duyen Hai 3 Extension Thermal Power Plants

Issued together with Decision: 1490/QĐ-NĐDH dated September 19, 2025.

**THE PURCHASER**  
**DUYEN HAI THERMAL POWER COMPANY**



**Mr. Ngo Van Sy**  
Director

## ABBREVIATIONS

ITB	Instructions to Bidders
BDS	Bid Data Sheet.
PC	Power Complex
TPP	Thermal Power Plant
VND	Vietnamese Dong
USD	US Dollar
NAR	Net Calorific Value (as received basic)
Law on Bidding	Law on Bidding No. 22/2023/QH15 dated 23/6/2023 issued by National Assembly of Vietnam and any of its amendment
Decree No. 214/2025/ND-CP	Decree No. 214/2025/ND-CP dated 04/8/2025 issued by the Government of Vietnam and any of its amendment
FCT	Foreign Contractor Tax, include Value-Added Tax (VAT) and Corporate Income Tax (CIT), according to Circular 103/2014/TT-BTC dated 06/8/2014 issued by the Ministry of Finance of Vietnam, guidelines for the fulfillment of tax liability of foreign entities doing business in Vietnam or earning income in Vietnam and/or amendments and supplements according to current Vietnamese laws (if any)

## PART 1. BIDDING PROCEDURES

### Chapter I. Instructions to Bidders.

<p><b>1. Scope of Bid and contract duration</b></p>	<p>1.1. The Purchaser indicated in the <b>BDS</b>, issues these Bidding Documents for the selection of Bidder to perform the package of procurement of goods under the method of single-stage one-envelope bidding procedure.</p> <p>1.2. The name, identification, and number of lots (if the procurement is divided into independent lots) of the package are provided in the <b>BDS</b>.</p> <p>1.3. Contract duration shall comply with the <b>BDS</b>.</p>
<p><b>2. Definitions</b></p>	<p>2.1. The bid closing time is the deadline for receiving the Bid Proposals and is specified in the Invitation to Bid.</p> <p>2.2. Day is a day according to the calendar, including weekends, public holidays, and Tet holidays according to Labor Code.</p> <p>2.3. The time and date on the Vietnam National E-procurement System are the time and date displayed on the Vietnam National E-procurement System (GMT+7).</p>
<p><b>3. Source of Fund</b></p>	<p>Source of Fund to be used for the procurement is specified in the <b>BDS</b>.</p>
<p><b>4. Banned acts</b></p>	<p>4.1. The handing, taking, brokerage of bribes.</p> <p>4.2. Take advantage of positions, powers aiming to interfere illegally in a procurement process.</p> <p>4.3. Collusive practice, including the following acts:</p> <p>a) Arranging, agreeing, or forcing so that one or more parties prepare Bid Proposals or withdraw Bid Proposals for one party to win the bid.</p> <p>b) Arranging or agreeing to refuse to supply goods, refuse to sign subcontracts or make other forms of agreement to limit competition so that one party wins the bid.</p> <p>c) The Bidder having qualification and experience has participated in the bid and satisfied the requirements of the Bidding Documents but intentionally does not provide documents to prove his/her qualification and experience when requested by the Purchaser (to clarify the Bid Proposals or to compare documents) with the aim for one party to win the bid.</p> <p>4.4. Fraudulent practice, including the following acts:</p> <p>a) Falsifying information, documents in bidding;</p> <p>b) Intentionally providing dishonest/non-objective documents or information in Bid Proposals to falsify the results of Bidder selection;</p> <p>4.5. Interference, including the following acts:</p> <p>a) Destroying, cheating, changing, hiding proof or reporting contrary to the truth; threatening, disturbing or suggesting to any party with the aim to prevent the clarification of corrupt, fraudulent or conclusive practice with authorities in charge of supervisions, inspections and audit;</p> <p>b) Impeding competent persons, investors, Purchasers, Bidders in Bidder selection;</p> <p>c) Impeding competent authorities from supervising, checking, inspecting and auditing bidding activities;</p> <p>d) Intentionally making false complaints, denunciations, or recommendations to hinder bidding activities.</p> <p>4.6. Inequality and unclearness, including the following acts:</p> <p>a) Participating in bidding as a Bidder in a procurement for which it is also the Purchaser or performing tasks of the Purchaser not in accordance with</p>

<p>the provisions of the Law on Bidding;</p> <p>b) Engaging in preparation and appraisal of Bidding Documents of the same procurement;</p> <p>c) Engaging in evaluation of the Bid Proposals and appraisal of the results of Bidder selection of the same procurement;</p> <p>d) A person who is working for the Purchaser directly engages in the Bidder selection process, or acts as a member of the expert team or appraising team in charge of appraising the Bidder selection result, or is a competent person or head of the Purchaser for a procurement for which his/her family relative, as defined in the Law on enterprises, directly submits a bid or acts as the legal representative of the Bidder;</p> <p>dd) A bidder submits a bid for a procurement of goods for which the bidder is also acting as a consultant on preparation, verification and appraisal of cost estimate, technical design, building drawings and designs, front-end engineering design (FEED); preparation and appraisal of bidding documents; evaluation of bidding documents; inspection of goods; appraisal of bidder selection result; supervision of contract execution;</p> <p>e) A person acts as a bidder for a package of a project of the Purchaser for which he/she worked and held the executive or managerial position within 12 months from the date of his/her resignation therefrom;</p> <p>g) Inclusion of specific brand and/or origin requirements in the bidding documents for a procurement, except the provisions of Point e Clause 3 Article 10, Clause 2 Article 44 and Clause 1 Article 56 of the Law on Bidding;</p> <p>4.7. Disclosing or receiving the following documents, information in terms of the Bidder selection process, except the cases prescribed in Point b Clause 8 of Article 77, Clause 11 of Article 78, , Clause 4 of Article 80, Clause 4 of Article 81, Clause 2 of Article 82, of the Law on Bidding:</p> <p>a) Contents of the Bidding Documents before the issuing time as prescribed;</p> <p>b) Contents of Bid Proposals; the clarification requests of the Purchaser and clarification responses from bidders during the evaluation of Bid Proposals; reports of the Purchaser or expert team, appraisal reports, reports of consultants and other relevant specialized agencies during the bidder selection process; records or minutes of bid evaluation meetings, opinions or comments on each Bid Proposal before they are disclosed as prescribed;</p> <p>c) The Bidder selection result before it is disclosed as prescribed;</p> <p>d) Other documents during the Bidder selection process which are defined containing state secrets as prescribed by law.</p> <p>4.8. Bid transfer, including the following acts:</p> <p>a) The Bidder transfers to another Bidder a volume of tasks of the procurement worth more than the maximum value of tasks to be undertaken by subcontractor and tasks to be undertaken by special subcontractor(s) specified in the signed contract;</p> <p>b) The Bidder transfers to another Bidder a volume of tasks of the procurement with value not exceeding the maximum value of tasks to be undertaken by subcontractor under the signed contract but beyond the scope of tasks to be undertaken by subcontractor specified in the bid proposal without obtaining a prior consent from the Purchaser or supervision consultant;</p>
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	<p>c) The Purchaser/supervision consultant gives consent to the bidder's transfer of tasks as prescribed in Point a of this Clause;</p> <p>d) The Purchaser/supervision consultant gives consent to the bidder's transfer of tasks as prescribed in Point b of this Clause which is worth more than the maximum value of tasks to be subcontracted under the signed contract.</p>
<p><b>5. Eligibility of the Bidder</b></p>	<p>5.1. For a domestic bidder: must be an enterprise, cooperative, cooperative union, artel, public sector entity or foreign-invested business organization and other organization that is duly established and operating under the law of Vietnam. For a foreign bidder: must be duly established and operating under the law of the foreign country in which the Bidder is operating. The bidder shall provide Decision of establishment or Certificate of business registration or other equivalent documents as evidence.</p> <p>5.2. The Bidder is keeping independent accounting records;</p> <p>5.3. The bidder is not undergoing dissolution process or not having Certificate of Business Registration or equivalent document being revoked, not thrown into bankruptcy or insolvency as prescribed by law on bankruptcy;</p> <p>5.4. Competitiveness in bidding is ensured as prescribed in the <b>BDS</b>;</p> <p>5.5. The Bidder is not banned from bidding as prescribed by law on bidding;</p> <p>5.6. The Bidder is not being prosecuted for criminal liability;</p> <p>5.7. The Bidder's name is registered on Vietnam National E-procurement System before the approval of bidder selection result.</p> <p>5.8. For international bidding, a foreign Bidder must enter into a consortium with a domestic bidder or employ a domestic subcontractor, except in other cases as prescribed by the Government. Details as specified in the <b>BDS</b>.</p> <p>5.9. The Bidder meets other requirements on eligibility as specified in the <b>BDS</b>.</p>
<p><b>6. Contents of Bidding Documents</b></p>	<p>6.1. The Bidding Documents consist of Part 1, Part 2, Part 3 along with documents amending/clarifying Bidding Documents as prescribed in ITB 7 (if any), which includes the following contents:</p> <p>Part 1. Bidding Procedures:</p> <p>Chapter I. Instructions to Bidders (ITB);</p> <p>Chapter II. Bid Data Sheet (BDS);</p> <p>Chapter III. Evaluation and Qualification Criteria;</p> <p>Chapter IV. Bidding Forms.</p> <p>Part 2. Technical Requirements:</p> <p>Chapter V. Technical Requirements.</p> <p>Part 3. Contract Forms.</p> <p>Chapter VI. Contract Forms.</p> <p>6.2. The Purchaser is not responsible for the accuracy/completeness of the Bidding Documents and their clarifications, or documents on amendments to Bidding Documents as specified in ITB 7 if they were not obtained directly from the Purchaser on the Vietnam National E-procurement System. The Bidding Documents issued by the Purchaser on the Vietnam National E-procurement System shall be the basis for consideration and evaluation.</p> <p>6.3. The Bidder shall examine all information in Invitation to Bid, Bidding</p>

	Documents and their clarifications, or documents on amendments to Bidding Documents, the Minutes of pre-bid meeting (if any) to prepare Bid Proposals as required by the Bidding Documents.
<p><b>7. Amendment, Clarification of Bidding Documents</b></p>	<p>7.1. In case of amendments to the Bidding Documents, the Purchaser shall post content of the amendments on the Vietnam National E-procurement System in one of the following two ways:</p> <ul style="list-style-type: none"> <li>- Decision to amend the Bidding Documents together with the revised contents of the Bidding Documents;</li> <li>- Decision to amend the Bidding Documents attached to the revised Bidding Documents. In the revised Bidding Documents, the revised contents must be clearly shown.</li> </ul> <p>The Decision to amend the Bidding Documents must be posted on the Vietnam National E-procurement System at least 10 days before the bid closing date. In case the Decision to amend the Bidding Documents is not posted on the Vietnam National E-procurement System within a given time as specified above, the Purchaser shall extend the bid closing time correspondingly.</p> <p>7.2. In case of requiring any clarification of the Bidding Documents, the Bidders shall send the written requests for clarification to the Purchaser on Vietnam National E-procurement System no later than five (05) working days before the bid closing date or ask questions in the pre-bid meeting (if any). The Purchaser shall receive the requests for clarification to clarify at the request of the bidder(s) and post the clarification document on the Vietnam National E-procurement System at least 02 working days before the bid closing date, which includes a description of the requests for clarification but without identifying its source. The Purchaser shall also forward copies of its response to all those who have acquired the Bidding Documents directly from it. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB 7.1.</p> <p>7.3. The Purchaser is responsible to clarify the Bidding Documents at the request of the bidder(s).</p> <p>7.4. The Bidders are responsible for monitoring information on the Vietnam National E-procurement System to update information on amendments to the Bidding Documents and changes to the bid closing time (if any) as a basis for preparing the Bid Proposals. If any error occurs due to failure to monitor and update information on the Vietnam National E-procurement System, leading to disadvantages for the Bidder during the bidding process, including: changes, amendments to the Bidding Documents, bid closing time and other contents, the Bidder shall take self-responsibility and bear disadvantages during the bidding process.</p> <p>7.5. The Purchaser may hold a pre-bid meeting to discuss any clarification required by Bidders where necessary as specified in <b>BDS</b>. The Purchaser shall post the Notification of pre-bid meeting on the Vietnam National E-procurement System. The discussion contents between the Purchaser and the Bidders shall be recorded by the Purchaser in writing, made in the form of</p>

	<p>Clarification of Bidding Documents and shall be posted on the Vietnam National E-procurement System.</p> <p>7.6. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a pre-bid meeting, the Purchaser shall do so following the procedure under ITB 7.1. The minutes of the pre-bid meeting is not the amendments to the Bidding Documents.</p> <p>7.7. Absence from the pre-bid meeting is not a reason for disqualifying the Bidder.</p>
<b>8. Cost of Bidding</b>	The Bidder shall bear all costs associated with the preparation and submission of its Bid Proposal. The Purchaser shall not be responsible or liable for those costs in all cases.
<b>9. Language of Bid Proposal</b>	<p>The Bid Proposal, as well as all correspondence and documents relating to the Bid Proposals shall be written in English.</p> <p>Supporting documents in the Bid Proposals (such as catalog, etc.) may be written in other languages, and be accompanied by accurate English translation versions. In case of lack of translation, the Purchaser may request the Bidder to supplement it (if necessary). The Bidder is responsible for any discrepancies between the originals and the translated versions of the supporting documents.</p>
<b>10. Documents comprising the Bid Proposal</b>	<p>The Bid Proposal shall include the following components:</p> <p>10.1. Letter of Bid in accordance with ITB 11;</p> <p>10.2. Consortium Agreement (for any Bidder in a consortium) using the form 03 Chapter IV - Bidding Forms;</p> <p>10.3. Bid Security, in accordance with ITB 18;</p> <p>10.4. Documents establishing the Bidder's qualifications in accordance with ITB 16;</p> <p>10.5. Technical Proposal and documents in accordance with ITB 15.</p> <p>10.6. Financial Proposal and schedules fully filled in complying with ITB 11 and ITB 13.</p> <p>10.7. Alternative Technical Proposals in accordance with ITB 12 (if any);</p> <p>10.8. Documents proving the Bidder eligibility in accordance with ITB 5;</p> <p>10.9. Documents proving the eligibility of signatory in Letters of Bid in accordance with ITB 19.3;</p>
<b>11. Letter of Bid and forms</b>	<p>11.1. Letter of Bid and all other forms shall be in compliance with Chapter IV – Biding Forms. All Forms must be filled out completely.</p> <p>11.2. The Letter of Bid borne the signature and seal (if any) of the legal representative of the Bidder. The time of signing the Letter of Bid must be after the time of issuing the Bidding Documents. There must be only one Bid Price which does not cause any disadvantage condition to the Purchaser. Regarding consortium, the Letter of Bid shall be signed and stamped (if any) by legal representative of every consortium member or a member assigned by the consortium to sign the letter of bid on behalf of the consortium according to the Consortium Agreement.</p>
<b>12. Alternative Technical Proposals in Bid Proposal</b>	<p>12.1. If it is specified in the <b>BDS</b> of the Bidding Documents that the Bidder may make Alternative Technical Proposal, such Alternative Technical Proposal shall be considered.</p> <p>12.2. The Alternative Technical Proposal shall only be considered if the</p>

	<p>primary Technical Proposal satisfies requirements and the Bidder is ranked the first. In this event, the Bidder must provide all essential information about: description, drawings, technical specifications, delivery schedule, cost and other relevant information in order for the Purchaser to evaluate the Alternative Technical Proposal. The evaluation of Alternative Technical Proposal in the Bid Proposal shall comply with Chapter III - Evaluation and Qualification Criteria.</p>
<b>13. Bid Prices and Discounts</b>	<p>13.1. Bid price specified in the Letter of Bid and Price Schedules, together with discounts must satisfies the following requirements:</p> <p>a) Bid price means the price to be quoted in the Letter of Bid including the total price of the bid (excluding any discounts offered), in accordance with Form 13. Chapter IV.</p> <p>b) All lots (if the procurement is divided into independent lots) and items must be quoted separately in the Price Schedules.</p> <p>c) For undivided procurement, if the bidder proposes a discount, the bidder shall specify the rate of discount in percentage in the Letter of bid. This discount value is understood to be an equal proportional discount for all items in the price schedules; For fixed price and adjustable unit price contracts, the discount value is calculated on the bid price excluding contingencies.</p> <p>d) The Bidder shall submit the Bid Proposal for the entire works specified in the Bidding Documents and shall state the Bid unit price for all works specified in columns “List of Goods” and “Description of services” using the forms prescribed in Chapter IV - Bidding forms.</p> <p>13.2. In the event that the procurement is divided into independent lots and each lot is eligible for bid, the Bidder may make a Bid for one or multiple lots of the procurement. The Bidder is obligated to make a Bid for all work items of its selected lot(s). If the Bidder proposes a discount, the Bidder shall specify the rate of discount in percentage in the Letter of bid (this discount value is understood to be an equal proportional discount for all works that the Bidder selected to make a bid).</p> <p>13.3. The Bidder shall be held accountable for their Bid Price to perform task as required by the Bidding Documents, if the Bid Price after error correction, deviation adjustment and discounts (if any) is unusually low, affecting the quality of the procurement, the Purchaser shall handle situation according to the provisions of Clause 11, Article 140 of the Decree. No. 214/2025/ND-CP.</p> <p>13.4. The Bid Price quoted by the Bidder shall include all taxes, fees and charges (if any) determined at 28 days prior to the date of bid closing time. In case the Bid Price is not inclusive of all taxes, fees and charges (as specified in <b>BDS</b>), the Bid Proposal of the Bidder shall be rejected.</p> <p>13.5. The Bidder shall quote bid price according to regulations in <b>BDS</b>.</p>
<b>14. Currency of Bid and Payment</b>	The Bid currency and Payment currency are prescribed in <b>BDS</b> .
<b>15. Documents proving the</b>	15.1. To prove the conformity of the Goods and Related Services according to the requirements of Bidding Documents, the Bidder shall furnish the

<p><b>Conformity of the Goods and Related Services</b></p>	<p>documentary evidence to demonstrate that the Goods conform to the technical requirements as specified in Chapter V – Technical Requirements. Such documents are part of the Bid Proposal.</p> <p>15.2. The term “goods” includes machinery, equipment, raw materials, fuel, materials, supplies, spare parts, product, commodities, chemicals, testing supplies, medical equipment, commercial software.</p> <p>15.3. The term "origin" means the country or territory where the goods is mined, raised, cultivated, produced, manufactured or processed in that country or territory, through processing, fabricating or assembling to form a commercially recognized product that is substantially different in fundamental characteristics from its original constituents.</p> <p>15.4. The term “Related Services” includes services such as warranty, installation, maintenance, repair, or other after-sale services such as training, technology transfers, etc.</p> <p>15.5. The Bidder must specify the origin of Goods in Form 11(a) Chapter IV- Bidding forms. In case the bidder specifies multiple origins for a unit of goods (one piece, etc.) but same manufacturer and same unit price, the Purchaser shall request clarification from the bidder to determine the origin of goods.</p> <p>15.6. Requirements on origin of goods are subject to Form 11(a) Chapter IV- Bidding forms. In case the Purchaser requires origin by group of countries or territories according to the provisions of Clause 2, Article 44 of the Law on Bidding, the Bidder must offer goods meeting such requirements on origin; Bidder who offers goods that do not meet requirements on origin will be disqualified.</p> <p>15.7. The documents proving the conformity of the Goods and Related Services may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, so as to demonstrate the substantial responsiveness of the Goods and Related Services against the requirements of the bidding document, and if applicable, a statement of deviations and exceptions against the provisions of Chapter V - Technical Requirements.</p> <p>15.8. The Bidder shall furnish a complete list, prices, suppliers of materials, spare parts, specialized tools, consumables, etc. (hereinafter referred to as supplies and spare parts) necessary for the proper and continuing functioning of the Goods during the period specified in the <b>BDS</b>.</p> <p>15.9. Standards for manufacturing and production processes of materials and equipment as well as references to brand names or catalogue numbers specified by the Purchaser in Chapter V are for the description purpose only and not intended to restrict bidders. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that the Bidders can demonstrate that such substitutions still ensure substantial equivalence or meet higher requirements compared to those specified in Chapter V.</p>
<p><b>16. Documents Establishing the</b></p>	<p>16.1. The Bidder shall fill essential information in the forms mentioned in Chapter IV – Bidding Forms to provide information about the Bidder’s</p>

<b>Qualifications of the Bidder</b>	<p>qualifications in accordance with the requirements in Chapter III - Evaluation and Qualification Criteria. The Bidder shall prepare original documents for verification at the request of the Purchaser.</p> <p>16.2. Documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall comply with the <b>BDS</b>.</p> <p>16.3. In case of application of the prequalification, if there is any change to the information about the Bidder's qualification between the time of submitting application for prequalification and the time of submitting Bid Proposal, the new information shall be updated;</p>
<b>17. Period of Validity of Bid Proposals</b>	<p>17.1. The Bid Proposal shall remain valid for the period which is not shorter than the period specified in the <b>BDS</b>.</p> <p>17.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bid Proposals. At the same time, the Bidders shall also be requested to extend the Bid Security for a corresponding period (the validity period of the Bid Proposals after extension plus 30 days). The request and responses shall be made in writing (by official letter). If the Bidder refuses the extension of validity period as above, its Bid Proposal shall not be considered further. The Bidder accepting the request for extension shall not be allowed to change any content of the Bid Proposal, except for extending the validity period of the Bid Security.</p>
<b>18. Bid Security</b>	<p>18.1. When submitting a bid, the Bidder shall furnish a Bid Security before the bid closing time in the form of either a bank guarantee issued by legal representative of a domestic credit institution or a branch of a foreign bank established under Vietnamese law; or a certificate of guarantee insurance issued by a domestic non-life insurers, or a branch of a foreign non-life insurers established under Vietnamese law. In the event that the validity period of the bid is extended as prescribed in ITB 17.2, the Bid Security is also extended with the same validity period.</p> <p>If a consortium makes a bid, it may perform the Bid Security following one of two methods below:</p> <p>a) Every member in the consortium may perform separately Bid Security provided that total value of the Bid Security is not lower than that mentioned in ITB 18.2; if a Bid Security of any member in the consortium is determined as nonresponsive, the Bid Proposal of the consortium shall not be considered and evaluated further. If any member in consortium violates law on bidding leading its Bid Security not be returned as prescribed in point b of ITB 18.5, the Bid Securities of all members in the consortium shall not be returned.</p> <p>b) All consortium members conclude an agreement in which one member will be responsible for its Bid Security and for Bid Security of other members in consortium. In this case, the Bid Security shall be in the name of the consortium or the consortium member in charge provided that the total value is not lower than that mentioned in ITB 18.2. If any member in the consortium violates law leading its Bid Security not be returned as prescribed in point b of ITB 18.5, the Bid Security of all members in the consortium shall not be returned.</p> <p>18.2. Value, currency and validity period of the Bid Security are specified in the <b>BDS</b>. For a centralized procurement where the bidder selection is based</p>

	<p>on the supply ability, Bid Security shall have the value corresponding to the bid price stated in the Letter of bid after discounts (if any) with the bid security rate specified in the <b>BDS</b>. The validity period of the bid security is determined from the date of bid closing time to the last date of validity of the bid security (the time of expiration of the bid security is within the last date of validity of the bid security, not necessary to be until the end of 24 hours of that day).</p> <p>18.3. A Bid Security shall not be considered responsive if it has lower value, or shorter validity period as required in ITB 18.2, or inaccurate name of beneficiary, or non-original paper, or invalid signature, or its issuance date is before the date of issuing Bidding Documents, or accompanying of disadvantaged conditions to the Purchaser (including failure to meet all commitments as prescribed in Form 04 of Chapter IV - Bidding Form). In case of using bank guarantee or certificate of guarantee insurance, the bank guarantee or certificate of guarantee insurance must be signed and stamped (if any) by legal representative of a domestic credit institution or a branch of a foreign bank established under Vietnamese law; or a domestic non-life insurers or a branch of a foreign non-life insurers established under Vietnamese law.</p> <p>18.4. The unsuccessful Bidder shall be either returned or released the Bid Security within the deadline as prescribed in the <b>BDS</b>. For successful Bidder, the Bid Security shall be returned or released when the contract is effective.</p> <p>18.5. The Bid Security shall not be returned in one of the following cases:</p> <p>a) After the bid closing time and during the validity period of the bid proposal, the bidder withdraws its bid proposal or refuses to perform one or more tasks proposed in its bid proposal in accordance with the requirements laid down in the bidding documents.</p> <p>b) The bidder performs any of the prohibited acts specified in Article 16 of Law on Bidding or commits violations of the Law on bidding resulting in bid cancellation.</p> <p>c) The bidder fails to furnish the contract performance security as prescribed in Article 68 of Law on Bidding;</p> <p>d) The bidder fails to execute or refuses to negotiate the contract within 10 days from the date of receipt of the Invitation for contract negotiation, or, after the contract negotiation has been carried out, refuses to finalize and/or refuses to sign the contract negotiation minutes, except for force majeure events;</p> <p>dd) The Bidder fails to execute or refuses to finalize the contract within a period of 20 days from the date of receipt of Notice of acceptance from the Purchaser, except for the case specified in Clause 4, Article 34 of Decree No. 214/2025/ND-CP or force majeure events;</p> <p>e) The bidder fails to execute or refuses to sign the contract within 20 days from the date of finalization of that contract, except force majeure events.</p>
<p><b>19. Format and Signing of Bid Proposal</b></p>	<p>19.1. The Bidder shall prepare the documents comprising the Bid Proposal as described in ITB 10 including one original and a number of copies of the Bid Proposal as prescribed in the <b>BDS</b>. The cover of the documents</p>

	<p>comprising the Bid Proposal shall be clearly marked “BID PROPOSAL ORIGINAL” and “BID PROPOSAL COPY”.</p> <p>If there are any amendments to Bid Proposal, the Bidder shall prepare one original and a number of copies of the Bid Proposal as prescribed in the <b>BDS</b>. The cover of documents shall be clearly marked “MODIFIED BID PROPOSAL ORIGINAL”, “MODIFIED BID PROPOSAL COPY”.</p> <p>19.2. The Bidder shall be responsible for the discrepancy between the original and the copies. In the event of any discrepancy between the original and the copies that does not lead to any change to the rank of the Bidder, the original shall prevail. In the event of any discrepancy between the original and the copies that leads to change to the rank of the Bidder, the Bid Proposal shall be rejected.</p> <p>19.3. The original of Bid Proposal shall be typed or written in indelible ink and have page numbers. Letter of Bid, Letter of Discount (if any), additional documents, clarifying documents, Price Schedule and other forms prescribed in Chapter IV - Bidding Forms must bear the signature and seal of the Bidder’s legal representative or authorized representative (if any). The authorized representative must obtain a Power of Attorney using Form 14 of Chapter IV – Bidding Forms or a copy of the Company Charter, a certified Decision on Establishment of branch or other documents proving the competence of the authorized representative, and it shall be submitted together with the Bid Proposal.</p> <p>19.4. If the Bidder is a consortium, the Bid Proposal must bear the signatures of legal representatives or all consortium members or the member that represents the consortium according to the Consortium agreement. In order to ensure that all consortium members are legally bound, the Consortium agreement must bear the signatures of legal representatives of all consortium members.</p> <p>19.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Letter of Bid.</p>
<p><b>20. Sealing and Marking of Bid Proposals</b></p>	<p>20.1. The Bid Proposal envelope contains the original and the copies and clearly mark it “BID PROPOSAL”.</p> <p>If there is any revision of Bid Proposal, the modified documents (including the original and the copies) shall be put into separate envelopes and clearly mark it “MODIFIED BID PROPOSAL”.</p> <p>These envelopes, including Bid Proposal, Modified Bid Proposal shall be sealed. The sealing of envelopes shall comply with regulations provided by the Bidder.</p> <p>20.2. The outer envelopes shall:</p> <ol style="list-style-type: none"> <li>a) Bear the name and address of the Bidder;</li> <li>b) be addressed to the Purchaser in accordance with ITB 21.1;</li> <li>c) bear the name of the procurement in accordance with ITB 1.2; and</li> <li>d) bear a warning “not to open before the time and date for Bid Proposal opening” in accordance with ITB 24.1 regarding envelopes of Bid Proposal, Modified Bid Proposal.</li> </ol> <p>20.3. If the envelopes are not sealed or the seals thereof are lost during the</p>

	<p>process they are transferred to the Purchaser, or they are not marked as required in ITB 20.1. and ITB 20.2, the Bidder shall be responsible for those violations. The Purchaser will assume no responsibility for the confidentiality of the Bid Proposal if the Bidder fails to comply with above regulations.</p>
<b>21. Bid closing time</b>	<p>21.1. Bid Proposals must be received by the Purchaser at the address specified in the <b>BDS</b> and no later than the bid closing time specified in the <b>Invitation to Bid</b>.</p> <p>21.2. The Purchaser may extend the bid closing time by amending the <b>Invitation to Bid</b>, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.</p>
<b>22. Late Bid Proposals</b>	<p>Any Bid Proposal that arrives after the bid closing time will be rejected and be returned unopened to the Bidder. Any documents sent by the bidder after the bid closing time to amend or supplement the submitted Bid Proposal will be invalid, except documents sent by the bidder to clarify the Bid Proposal at the request of the Purchaser or documents to clarify and supplement to prove the eligibility, qualification and experience of the bidder as prescribed in ITB 26.1 and ITB 26.3</p>
<b>23. Submission, withdrawal and modification of Bid Proposals</b>	<p>23.1. Submission of Bid Proposals: The Bidders shall submit Bid Proposals directly or send Bid Proposals to the address of the Purchaser provided that the Purchaser receives them before the bid closing time as prescribed in ITB 21. The Purchaser shall receive all Bid Proposals that arrive before the bid closing time. If the bidding documents have not been purchased before, the Bidders must pay an amount equal to the selling price of the bidding documents to the Purchaser before the Bid Proposals are accepted.</p> <p>23.2. Modification and Re-submission of Bid Proposal: In case it is necessary to amend the submitted Bid Proposal, the bidder shall withdraw its Bid Proposal to make amendments by sending a written notice duly signed by a legal representative or an authorized representative (accompanied by a copy of the Power of Attorney in accordance with ITB 19.3) to the Purchaser. After completing the new Bid Proposal, the bidder shall submit such new Bid Proposal to the Purchaser.</p> <p>The corresponding modification of the Bid Proposal must accompany the respective written notice. All notices must be:</p> <ol style="list-style-type: none"> <li>a) submitted in accordance with ITB 19 and ITB 20, and in addition, the respective envelopes shall be clearly marked “MODIFIED BID PROPOSAL”, or “WITHDRAWAL”; and</li> <li>b) received by the Purchaser prior to the bid closing time, in accordance with ITB 21.</li> </ol> <p>If the Bid Proposal is submitted before the time the Bidding Documents is amended (if any), the bidder shall submit a new Bid Proposal to match with the revised Bidding Documents. In case the Bidder fails to submit the new Bid Proposal, the Bid Proposal submitted before the time the Bidding Documents is amended shall not be opened, considered, and evaluated.</p> <p>23.3. Withdrawal of Bid Proposal: The bidder may withdraw its Bid Proposal before the bid closing time by sending a written notice duly signed</p>

	<p>by a legal representative or an authorized representative (accompanied by a copy of the Power of Attorney in accordance with ITB 19.3) to the Purchaser. In such case, the Bid Proposal shall be returned unopened to the Bidder. In case of withdrawal of Bid Proposal after the bid closing time and within the validity period of the Bid Proposal, the bidder will not have the bid security returned and will be assessed as not having the reputation to participate in the bid and the Bid Proposal of the Bidder will not be evaluated further.</p> <p>23.4. The Bidder may only withdraw, amend and resubmit the Bid Proposal before the bid closing time. After the bid closing time, all Bid Proposals submitted will be opened for evaluation (except in case the Bid Proposal is submitted before the time the Bidding Documents is amended and the Bidder fails to submit the new Bid Proposal to match with the revised Bidding Documents).</p>
<p><b>24. Bid Opening</b></p>	<p>24.1. The Bid Opening shall be held in public at the address specified in the <b>BDS</b> and date and time in specified the <b>Invitation to Bid</b> in the witness of participants being Bidders' representatives and relevant agencies and organizations. The Bid Opening shall be conducted regardless of the absence of any Bidder's representative. The Purchaser shall prepare a minutes of the bid opening that shall include information prescribed in ITB 24.2. If only 01 or 02 bidders submit Bid Proposals, the Purchaser shall consider and handle the situation as prescribed in Clause 5, Article 140 of Decree No. 214/2025/ND-CP; If no bidder submits the Bid Proposals, the Purchaser shall consider extending the bid closing time or reorganizing the bidder selection according to the provisions of Clause 4, Article 140 of Decree No. 214/2025/ND-CP.</p> <p>24.2. The minutes of the bid opening shall include the following contents:</p> <p>a) Information about the bid package:</p> <ul style="list-style-type: none"> <li>- Number of Invitation for bid;</li> <li>- Name of the bid package;</li> <li>- Name of Purchaser;</li> <li>- Bidder selection method;</li> <li>- Type of contract;</li> <li>- Time of completion of bid opening;</li> <li>- Total number of participating bidders.</li> </ul> <p>b) Information about participating bidders:</p> <ul style="list-style-type: none"> <li>- Bidder name;</li> <li>- Bid price;</li> <li>- Discount rate in percentage (%) (if any);</li> <li>- Bid price after discount (if any);</li> <li>- Value and validity of bid security;</li> <li>- Validity period of Bid Proposals;</li> <li>- Time to implement the bid package;</li> <li>- Other relevant information (if any).</li> </ul> <p>c) In case the bid package is divided into some independent lots, information about the bid price for each lot must be included as specified</p>

	<p>in Point b of this Clause.</p> <p>24.3. First, envelopes marked “WITHDRAWAL” shall be opened and read out and the corresponding Bid Proposal shall not be opened, but returned to the Bidder. No Bid Proposal withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at the bid opening. In this case, the Bid Proposal will still be opened according to ITB 24.5.</p> <p>24.4 Next, envelopes marked “MODIFIED BID PROPOSAL” shall be opened and read out with the corresponding Bid Proposal. No Modified Bid Proposal shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification is read out at the bid opening.</p> <p>Only envelopes that are opened and read out at the Bid Proposal Opening shall be considered further.</p> <p>24.5. The bid opening shall be conducted to every Bid Proposal according to the alphabet order of the Bidders’ names and following procedures:</p> <p>a) The seals shall be checked;</p> <p>b) The original of “BID PROPOSAL”, “MODIFIED BID PROPOSAL” (if any) shall be opened and read out the information as specified in ITB 24.2. Only Bid Proposals opened and read out in the bid opening ceremony will be considered and evaluated. Only information about discounts read out in the bid opening ceremony will be considered and evaluated.</p> <p>c) The representative of the Purchaser shall countersign the original of Letter of Bid, Power of Attorney (if any), Consortium agreement (if any), Bid Security and Price Schedules. No Bid Proposal shall be rejected at bid opening except for late Bid Proposals in accordance with ITB 22.</p> <p>24.6. The Minutes of Bid Proposal opening shall be countersigned by the representative of the Purchaser and the Bidders participating in the Bid Proposal Opening. Any omission of Bidder's signature in the minutes will not make it invalid. A copy of the minutes shall be distributed to all Bidders who participate in the bid opening and shall be posted on Vietnam National E-procurement System within 24 hours upon bid opening.</p>
<b>25. Confidentiality</b>	<p>25.1. Information relating to the evaluation of Bid Proposals, and recommendation of contract award, shall be confidential and not be disclosed to bidders or any other persons not officially related to the process of bidder selection until publication of the Bidder Selection Result. No information in the Bid Proposal of any Bidder is disclosed to other bidders, except for information disclosed at the Bid Proposal Opening.</p> <p>25.2. Except for case of the Bid Proposal clarification, the Bidder is not permitted to contact to the Purchaser, Member of Bid Evaluation Team on any matter related to its Bid Proposal and other matters related to the procurement from the bid opening time until the time of publication of Bidder Selection Result.</p>
<b>26. Clarification of Bid Proposals</b>	<p>26.1. After opening Bid Proposal, the Bidder is responsible for clarifying Bid Proposal at the request of the Purchaser, including clarification of the Bidder’s eligibility and qualifications, tax declaration and payment obligations, personnel documents.</p>

	<p>After the bid closing time, if any bidder finds that its Bid Proposal lacks required documents on eligibility, similar contracts, production capacity, financial statements, tax declaration and payment obligations, personnel and equipment, the Bidder can send clarification and additional documents to the Purchaser to demonstrate its eligibility, qualifications and experience. The Purchaser shall receive the bidder's clarifications for review and evaluation; additional and clarifying documents are an integral part of the bid proposals.</p> <p>Clarifications regarding eligibility must not alter the nature of the participating bidder. Clarifications regarding validity of the bid proposal (excluding eligibility), technical proposals, and financial proposals must ensure no changes to the basic content of the submitted bid proposal and the bid price.</p> <p>26.2. The Clarification of Bid Proposal between the Bidder and the Purchaser shall be in writing (by official letter).</p> <p>26.3. The Clarification of Bid Proposal shall only be made between the Purchaser and the Bidder having the Bid Proposal that needs to be clarified. Regarding clarification that directly affects the evaluation of the Bidder's eligibility and qualification, technical requirements or financial requirements, if the deadline for clarification expires, but the Bidder fails to send any clarification or the clarification does not satisfy requirements of the Purchaser, the Purchaser shall evaluate the Bid Proposal sent prior to the bid closing time by the Bidder. The Purchaser shall give the bidder a reasonable time but not less than 03 working days to clarify the Bid Proposal.</p> <p>26.4. Bid Proposal or other documents submitted after the bid closing time to modify or supplement the submitted Bid Proposal shall be rejected, except for clarification documents requested by the Purchaser; or clarification or supplementation documents to prove eligibility, financial statements, tax declaration and payment obligations, personnel and equipment documents, similar contracts, production capacity of the Bidder.</p> <p>26.5. If there is any inconsistency in the content of the Bid Proposals or if there is any content which is unclear, the Purchaser shall request the bidder to clarify in compliance with ITB 26.1.</p> <p>26.6. In case of doubt about the authenticity of documents provided by the contractor, the Purchaser shall verify with organizations and individuals related to the content of the documents.</p> <p>26.7. In case the Bidding Documents require a commitment or contract on the principles of warranty, maintenance, repair and maintenance but the Bid Proposal does not attach these documents, the Purchaser shall request the Bidder to clarify the Bid Proposal, supplement documents within an appropriate period of time but not less than 03 working days to have a basis for evaluating the Bid Proposal.</p>
<p><b>27. Deviations, Reservations, and Omissions</b></p>	<p>27.1. "Deviation" means a departure from the requirements specified in the Bidding Documents;</p> <p>27.2. "Reservation" means the setting of limiting conditions or withholding</p>

	<p>from complete acceptance of the requirements specified in the Bidding Documents;</p> <p>27.3. “Omissions” means the failure to submit part or all of the information or documentation required in the Bidding Documents.</p>
<b>28. Determination of Responsiveness of Bid Proposals</b>	<p>28.1. The Bid Evaluation Team shall determine a Bid Proposal’s responsiveness based on contents of the Bid Proposal according to regulation in ITB 10.</p> <p>28.2. A substantially responsive Bid Proposal means the one that meets all the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is the one that:</p> <p>a) if accepted, would affect in any substantial way the scope, quality, or performance of the Goods or Related Services; or limit in any substantial way, inconsistent with the Bidding Documents regarding the Purchaser's rights or the Bidder’s obligations under the Contracts; or</p> <p>b) if rectified, would unfairly affect the competitive position of other Bidders having substantially responsive Bid Proposals.</p> <p>28.3. The Bid Evaluation Team shall examine all technical aspects of the Bid Proposal submitted in accordance with ITB 15 and ITB 16 to confirm that all requirements prescribed in the Bidding Documents have been met without any material deviation, reservation or omission.</p> <p>28.4. If a Bid Proposal is not substantially responsive to the requirements of the Bidding Documents, it shall be rejected and shall not subsequently be made responsive by correction of the material deviation, reservation, or omission.</p>
<b>29. Nonmaterial Nonconformities</b>	<p>29.1. Provided that a Bid Proposal is substantially responsive, the Purchaser, Bid Evaluation Team may waive any nonconformity in the Bid Proposal that do not constitute a material deviation, reservation or omission.</p> <p>29.2. Provided that a Bid Proposal is substantially responsive, the Purchaser may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify minor nonconformities in the Bid Proposal related to documentation requirements. The request to provide information and documentation to rectify such nonconformities shall not be related to any aspect of the bid price. Failure of the Bidder to comply with the request may result in the rejection of its Bid Proposal.</p> <p>29.3. Provided that a Bid Proposal is substantially responsive, the Purchaser, Bid Evaluation Team shall rectify minor nonconformities that can be quantified related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming items or components.</p>
<b>30. Subcontractor</b>	<p>30.1. A subcontractor is an organization or individual who signs a contract with the bidder to perform related services.</p> <p>30.2. In case of related services requirements, the Purchaser may allow the Bidder to use subcontractors. The declaration of use of subcontractors shall be made according to Form 08 Chapter IV. Requirement for</p>

	<p>subcontractor is stated in the <b>BDS</b>.</p> <p>30.3. There is no change to the responsibilities of the primary contractor in spite of employment of any subcontractor. The primary contractor shall be responsible for quantity, quality, schedule and other responsibilities performed by the subcontractor. The subcontractor's qualifications shall not be considered during the Bid Proposal evaluation of the primary contractor. The primary contractor is required to meet all qualification requirements (not considering qualification of subcontractors).</p> <p>30.4. The bidder may sign contracts with subcontractors in the list of subcontractors stated in the bid proposals or sign with subcontractors approved by the Purchaser to participate in performing the related service.</p> <p>30.5. The Bidder who commits acts of transferring bids according to the provisions of Clause 8, Article 16 of the Law on bidding will be handled according to the provisions of Point b, Clause 1, Article 133 of Decree No. 214/2025/ND-CP.</p> <p>30.6. The bidder is not allowed to use a subcontractor who provides consulting services for the package for which the bidder has won the bid. These consulting services include: valuation; supervision of contract performance and appraisal; preparation, appraisal of the bidding documents; evaluation of bid proposals; appraisal of the bidder selection result; contract management consulting service and other consulting services which directly relate to the package in part or in whole.</p>
<b>31. Incentives in bidder selection</b>	Not applicable
<b>32. Bid Proposal Evaluation</b>	<p>32.1. Bid Evaluation Team shall apply the evaluation method as prescribed in the <b>BDS</b> to evaluate the Bid Proposals.</p> <p>32.2. Based on the Bid Proposals submitted by the Bidders and the Bid Proposals evaluation method prescribed in ITB 32.1, the Bid Evaluation Team shall evaluate the Bid Proposals following the procedures stated in ITB 32.3.</p> <p>32.3. Bid Proposals evaluation procedures:</p> <p>a) <b>Step 1:</b> Financial evaluation and Ranking Bidders. The financial evaluation shall be conducted according to Section 4 of Chapter III. Ranking bidder after financial evaluation. The bidder having the lowest price shall be ranked first. Bid Evaluation Team shall evaluate the Bid Proposal of the first ranked bidder (in case there is only one bidder having the lowest price). If there are multiple bidders having the same lowest price, the Bid Evaluation Team shall evaluate Bid Proposals of all Bidders according to procedures specified in Point e of this ITB 32.3.</p> <p>b) <b>Step 2:</b> Inspecting the conformity and evaluating the validity according to the provisions in Section 1 Chapter III. - The bid evaluation team shall evaluate the following contents based on the bidder's commitment in the Letter of bid: + Eligibility of the Bidder + In the 3 years prior to the bid closing time, the bidder did not have any</p>

	<p>employee (having labor contract with the bidder at the time they committed the violation) who was sentenced by a court for having bidding violation leading to serious criminal consequences, with the intent for that bidder to win the bid.</p> <p>In case the bid evaluation team discovers that the bidder has committed dishonestly, leading to falsifying the bidder selection result, that bidder will be considered to have committed fraudulent practice in bidding.</p> <ul style="list-style-type: none"> <li>- The Bidder passing all validity criteria stated in Section 1 Chapter III will be considered to evaluate the qualification and experience.</li> </ul> <p>c) <b>Step 3:</b> Evaluating the qualification and experience according to the provisions in Section 2 Chapter III.</p> <ul style="list-style-type: none"> <li>- The bid evaluation team shall evaluate the history of unfinished contracts, tax declaration and payment obligations, financial outcome, annual average turnover based on the information provided in the bid proposals.</li> <li>- Regarding the evaluation on Contracts of Similar Size and Nature, the bid evaluation team shall evaluate based on the information declared by the Bidder in the Bid Proposals and attached documents.</li> <li>- The Bidder passing all the qualification and experience criteria stated in Section 2 Chapter III will be considered for technical evaluation.</li> </ul> <p>d) <b>Step 4:</b> Technical evaluation according to the provisions in Section 3 Chapter III.</p> <p>The Bidder satisfies technical requirements will be invited to enter into contract negotiation.</p> <p>If the Bid Proposal of the first ranked bidder does not meet the requirements of the Bidding Documents or the contract negotiation is unsuccessful, the Bid Evaluation Team shall perform the above evaluation steps for the next ranked bidder.</p> <p>e) If there are multiple bidders having the same lowest price, the Bid Evaluation Team shall evaluate Bid Proposals according to the following procedures:</p> <p><b>Step 1:</b> Inspecting the conformity and evaluating the validity according to the provisions in Section 1 Chapter III.</p> <ul style="list-style-type: none"> <li>- The bid evaluation team shall evaluate the following contents based on the bidder's commitment in the Letter of bid: <ul style="list-style-type: none"> <li>+ Eligibility of the Bidder</li> <li>+ In the 3 years prior to the bid closing time, the bidder did not have any employee (having labor contract with the bidder at the time they committed the violation) who was sentenced by a court for having bidding violation leading to serious criminal consequences, with the intent for that bidder to win the bid.</li> </ul> </li> </ul> <p>In case the bid evaluation team discovers that the bidder has committed dishonestly, leading to falsifying the bidder selection result, that bidder will be considered to have committed fraudulent practice in bidding.</p> <ul style="list-style-type: none"> <li>- The Bidder passing all validity criteria stated in Section 1 Chapter III will be considered to evaluate the qualification and experience.</li> </ul> <p><b>Step 2:</b> Evaluating the qualification and experience according to the provisions in Section 2 Chapter III.</p> <ul style="list-style-type: none"> <li>- The Bid Evaluation Team shall evaluate the history of unfinished contracts, tax declaration and payment obligations, financial outcome, annual average turnover based on the information provided in the bid proposals.</li> </ul>
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	<p>- Regarding the evaluation on Contracts of Similar Size and Nature, the Bid Evaluation Team shall evaluate based on the information declared by the Bidder in the Bid Proposals and attached documents.</p> <p>- The Bidder passing all the qualification and experience criteria stated in Section 2 Chapter III will be considered for technical evaluation.</p> <p><b>Step 3:</b> Technical evaluation according to the provisions in Section 3 Chapter III. The Bidder passing all the technical criteria will be considered for financial evaluation.</p> <p><b>Step 4:</b> Financial evaluation and Ranking Bidders: Financial evaluation shall be conducted according to the provisions in Section 4 Chapter III. Ranking bidder after financial evaluation. The Bidder having the lowest price shall be ranked first. The first ranked Bidder will be invited to enter into contract negotiation.</p> <p>32.4. Bid Proposals evaluation principles:</p> <p>a) For the evaluation of some contents including eligibility, the Bidder having no employees who were sentenced by a court for having bidding violation leading to serious criminal consequences, history of unfinished contracts due to the bidder's fault, tax declaration and payment obligations, financial outcome, annual average turnover, if the bidder fails to declare information or declares information incorrectly, or incompletely or the declaration does not meet the requirements of the Bidding Documents, the bid evaluation team will evaluate the bidder as "unsatisfactory" for these contents. In case the information that the bidder commits and declares in the Bid Proposals is not truthful, leading to falsifying the evaluation results of the Bid Proposals, the bidder will be considered to have committed fraud.</p> <p>b) In case there is a discrepancy between information about similar contract declared in form 06 and the information in the evidence documents for that contract, the Purchaser shall request the bidder to clarify. If the proposed similar contract(s) in the bid proposals does not meet requirements, the Purchaser may request the bidder to supplement or replace similar contract(s) for evaluation within an appropriate period of time. In case the bidder does not have any contract that meets the requirements of the Bidding Documents, the bidder will be disqualified.</p>
<p><b>33. Conditions for successful bidder</b></p>	<p>A bidder shall be proposed for contract award when following conditions are satisfied:</p> <p>33.1. The bidder has an eligible Bid Proposal according to the provisions of Section 1 Chapter III. In case at the time of consideration for contract award, if the bidder is suspended or terminated from participating in the Vietnam National E-procurement System, the Purchaser shall request the Bidder to restore its participation status in order to be considered for contract award;</p> <p>33.2. The bidder has qualification and experience meeting the requirements as prescribed in Section 2 Chapter III;</p> <p>33.3. The bidder has a satisfactory Technical Proposal as prescribed in Section 3 of Chapter III;</p> <p>33.4. The Bidder meets the requirements as specified in the <b>BDS</b>;</p> <p>33.5. The proposed winning price (including taxes, fees, and charges (if any)) does not exceed the approved procurement price. If the estimate of the approved procurement is more or less than the approved procurement</p>

	<p>price, this estimate shall be based to consider successful bidder instead of the procurement price.</p> <p>33.6. The negative value of deviations not exceeding 10% of the bid price.</p>
<p><b>34. Bid cancellation</b></p>	<p>34.1. Bid cancellation include the following cases:</p> <p>a) All Bid Proposals fail to meet requirements mentioned in the Bidding Documents;</p> <p>b) Changes in objectives and scope of investment in the approved investment decision for the project or changes in objectives and scope of procurement for the procurement budget due to the arrangement of administrative units, state apparatus organization and other force majeure circumstances that change the volume of work and evaluation criteria stated in the invitation for expression of interest, invitation for pre-qualification, invitation for bids and request for proposals</p> <p>c) Bidding Documents fail to comply with Law on bidding or other regulations of relevant law, leading to the non-satisfaction of the successful bidder.</p> <p>d) Another organization or individual that is not the successful bidder commits any of the banned acts specified in Article 16 of the Law on Bidding resulting in inaccurate bidder selection result.</p> <p>dd) Bid cancellation as prescribed in Clause 5, Article 42 of the Law on Bidding.</p> <p>34.2. Any organization or individual violating law on bidding leading to bid cancellation as prescribed in Point c, and d of ITB 34.1 shall compensate costs to the related parties and shall be handled according to the regulation of the law.</p> <p>34.3. In case of bid cancellation according to this ITB, within 5 working days, the Purchaser shall return or release Bid Security to bidders, except in cases where the bidder violates the regulations leading to the bid security value not being refunded as prescribed in Clause 9, Article 14 of the Law on Bidding..</p>
<p><b>35. Publishing of bidder selection result</b></p>	<p>35.1. The Purchaser shall send notifications of bidder selection result to the bidders who submitted Bid Proposals and post the information about results of bidder selection on Vietnam National E-procurement System within 05 working days from the date on which the bidder selection result is approved by the Purchaser.</p> <p>Contents of the notification of bidder selection result are as follows:</p> <p>a) Information about the bid package:</p> <ul style="list-style-type: none"> <li>- Number of Invitation to bid;</li> <li>- Name and number of the bid package;</li> <li>- The procurement price or approved estimate of the procurement (if any);</li> <li>- Name of the Purchaser;</li> <li>- Bidder selection method;</li> <li>- Type of contract;</li> <li>- Contract duration.</li> </ul> <p>b) Information about the successful bidder:</p> <ul style="list-style-type: none"> <li>- Name of the successful bidder;</li> <li>- Successful Bid Price;</li> <li>- Successful Bid Price after discount (if any);</li> </ul>

	<ul style="list-style-type: none"> <li>- The winning price;</li> <li>- Contract duration.</li> </ul> <p>c) List of unsuccessful bidders and brief explanation for each of them;</p> <p>35.2. Upon the receipt of notification of the bidder selection result prescribed in ITB 35.1, if any unsuccessful bidder requests explanation, the Purchaser shall give explanation within 2 working days from the date of receipt of request for explanation from that bidder.</p> <p>35.3. Regarding bid cancellation prescribed in Point a ITB 34.1, the explanation for the bid cancellation shall be provided in the notification of bidder selection result.</p>
<p><b>36. Change in quantity of Goods and Services</b></p>	<p>36.1. When the contract is awarded, the Purchaser may increase or decrease quantity of Goods and Services mentioned in Chapter IV provided that it does not exceed the rate specified in the <b>BDS</b> and there is no change to unit price or other conditions or terms of the Bidding Documents and the Bid Proposal. The rate of increase or decrease in quantity shall not exceed 10%.</p> <p>36.2. Additional purchase option: Before the contract expires, the Purchaser and the Bidder shall discuss to purchase an additional quantity of goods and services of the bid package in addition to the quantity stated in Chapter IV provided that it does not exceed the rate specified in the <b>BDS</b> and it meets the regulations in Clause 8, Article 39 of the Law on bidding. The additional work must be similar to the work stated in the signed contract and must already have a unit price. This quantity of additional goods and services shall not be used to evaluate the bidder's qualification and experience. For consortium bidder, the division of responsibility to perform additional quantity according to the additional purchase option is carried out according to the work division ratio under the signed contract, unless otherwise agreed by the consortium members.</p>
<p><b>37. Negotiation</b></p>	<p>37.1 The contract negotiation is based on:</p> <ul style="list-style-type: none"> <li>a) Bid Proposal evaluation report;</li> <li>b) The Bid Proposal and Clarification of Bid Proposal (if any) submitted by the Bidder;</li> <li>c) Bidding Documents and Clarification or Amendment of Bidding Documents (if any).</li> </ul> <p>37.2. Contract negotiation principles:</p> <ul style="list-style-type: none"> <li>a) The bidder's Bid Proposal that are conformable with Bidding Documents shall not be negotiated;</li> <li>b) The contract negotiation shall not lead to any change in the unit price determined at the financial evaluation step;</li> </ul> <p>37.3. Contract negotiation contents:</p> <ul style="list-style-type: none"> <li>a) Negotiating non-clarification or nonconformities between the Bidding Documents and the Bid Proposal, between different contents in the Bid Proposal that may lead to dispute or affect the duties of contracting parties during the contract performance;</li> <li>b) Negotiating deviation detected in the Bid Proposal (if any) by the Bidder, including alternative bid proposal or alternative technical proposals provided by the Bidder if permitted in the bidding document.</li> </ul>

	<p>c) Negotiating issues incurring from the bidder selection (if any) to complete the detailed contents of the procurement;</p> <p>dd) Negotiating other essential contents.</p> <p>37.4. During the contract negotiations process, both parties proceed to finalize the draft contract; terms and conditions, and contract appendices, including detailed lists of Scope of Supply, Price Schedule and Delivery Schedule.</p> <p>37.5. If the bidder participates in negotiations but fails to conduct negotiations in accordance with the principles and contents specified in ITB 37.2 and 37.3 or has conducted negotiations but fails to sign the contract negotiation minutes for the purpose of withdrawing from the bidding process or causing disadvantages to the Purchaser, the bidder will be disqualified and the bid security will be forfeited.</p> <p>37.6. The bidder has the right to refuse to negotiate and has the bid security returned if the Purchaser fails to conduct negotiations according to the principles and contents specified in ITB 37.2 and 37.3.</p> <p>37.7. If the negotiation is not successful, the Purchaser' representative shall request the Purchaser to invite the next ranked bidder to negotiate the contract.</p>
<p><b>38. Letter of Acceptance and Contract Award</b></p>	<p>Together with the notification of bidder selection result, the Purchaser shall issue the Letter of Acceptance and Contract Award, including requirements pertaining to Performance Security, time for completion and conclusion of contract prescribed in form 16 of Chapter VI – Contract Forms to the successful bidder. The Letter of Acceptance and Contract Award shall be an integral of the Contract documents. In the event that the successful bidder fails to finalize or sign the Contract Agreement or fails to furnish a Performance Security before the deadline mentioned in the Letter of Acceptance and Contract Award, such bidder shall be rejected without Bid Security return in accordance with ITB 18.5.</p>
<p><b>39. Conditions for Contract Signing</b></p>	<p>39.1. The Bid Proposal of the Bidder shall remain valid at the time of signing of contract.</p> <p>39.2. At the time of contract signing, the successful Bidder shall ensure to meet the requirements on technical and financial qualification to perform the contract. In case the Bidder is no longer qualified as prescribed in the Bidding Documents, the Purchaser shall refuse to sign the contract with the Bidder. Then, the Purchaser shall cancel the decision on approval of bidder selection result and Letter of Acceptance and Contract Award and invite the next ranked bidder for contract negotiation.</p> <p>39.3. The Purchaser shall ensure the conditions for advance payment and payment capital to implement the bid package on schedule.</p>
<p><b>40. Performance Security</b></p>	<p>40.1. The successful bidder shall furnish the Performance Security before or at the same time the contract takes effect in the form of a Bank Guarantee issued by a bank or a credit institution lawfully operating in Vietnam as prescribed in Chapter VI – Contract Forms. The Bidder shall use the Bank Guarantee form prescribed in Chapter VI - Contract Forms or another form which is approved by the Purchaser.</p>

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	<p>40.2. The Bidder shall not be returned the Performance Security in one of the following cases:</p> <ul style="list-style-type: none"><li>a) Refuse to perform the contract when the contract is effective.</li><li>b) Violate terms and conditions of the contract;</li><li>c) Perform the contract behind the schedule due to the Bidder's fault but refuse to extend the validity period of the Performance Security.</li></ul>
<b>41. Handling complaints in bidding</b>	<p>41.1 When the Bidders found their legitimate rights and interests are affected, they are entitled to file complaints to the Purchaser, competent persons to review or consider of issues in bidder selection progress and/or bidder selection result as prescribed in Article 89 of the Law on Bidding and Articles 137, 138 and 139 of Decree No. 214/2025/ND-CP.</p> <p>41.2. In case of filing complaints to the Purchaser, the Bidder, agency, organization shall submit directly on the Vietnam National E-procurement System. In case of filing complaints to the Competent Person, the Bidders shall send the petition directly to the address specified in the <b>BDS</b>.</p>

**Chapter II. Bid Data Sheet (BDS)**

<b>ITB 1.1</b>	The Purchaser is Duyen Hai Thermal Power Company (DHTPC) - Address: Mu U hamlet, Duyen Hai ward, Vinh Long province, Viet Nam; - Phone number: +84 0294 3923 222;
<b>ITB 1.2</b>	Procurement's name: Package No. 04NH-DH3&DH3MR-2025: Procurement of imported coal for commercial operation of DH3 and DH3 Extension TPPs. Number of the lots comprising in the procurement: 01 independent lot.
<b>ITB 1.3</b>	Contract duration: 12 months.
<b>ITB 3</b>	Source of Fund: Production and business capital in 2025, 2026 of Duyen Hai Thermal Power Company and Duyen Hai 3 Extension Thermal Power Plant.
<b>ITB 5.4</b>	Assurance of competitiveness in bidding shall be prescribed as follows: - The Bidder and Purchaser do not hold more than 30% of shares or stakes of each other. - The bidder does not belong to the agency or organization directly managing the Purchaser, except in cases where the bidder is a public unit under a competent state management agency having function and tasks consistent with the nature of the procurement of that state management agency. - In case the bidder, the Purchaser, the consulting bidder are parent companies or subsidiaries, member companies in an economic group or state-owned corporation, they are allowed to participate in each other's bidding according to the provisions of the Law. - Public service units and enterprises with the same direct management agency and capital contribution when participating in bidding for each other's bid packages do not have to meet the regulations on legal independence and financial independence between the Bidder and the Purchaser.
<b>ITB 5.8</b>	A foreign Bidder must enter into a consortium with a domestic bidder.
<b>ITB 5.9</b>	Other requirements establishing the Bidder's eligibility include: In the case of a Consortium, the Consortium must satisfy all of the conditions below: - The number of members in the Consortium shall not exceed two (02) members. - The head member of the Consortium shall be responsible for supplying at least 50% of the supplied coal volume as required by this procurement.
<b>ITB 7.3</b>	Pre-Bid Meeting: No. Time of Pre-Bid Meeting: not applicable. Address of Pre-Bid Meeting: not applicable.
<b>ITB 12.1</b>	It is not allowed to submit the Alternative Technical Proposal.
<b>ITB 13.4</b>	The Bid Price quoted by the Bidder shall include all duties, taxes, and other levies (including but not limited to Company Income Tax (CIT), Foreign Contractor Tax (FCT), etc., (if any)) determined at 28 days prior to the date of bid closing time, except taxes related to importing coal in Vietnam (including Import tax, value added tax, environment tax) which shall be paid by the Purchaser. If at least

	<p>one bidder participating in this tender offers coal originating from at least one country entitled to preferential import tariffs under a Trade Agreement to which Vietnam is a party (to which the import tax rate of 0% applies), then Bidders offering coal originating from the countries not entitled to preferential import tariffs under any Trade Agreements with Vietnam shall bear the import tax. The Bidder must pay all duties, taxes, and other levies (as stated above). In case the Bid Price does not include all duties, taxes, and other levies (as stated above), the Bid Proposal of the Bidder will be rejected.</p>
<b>ITB 13.5</b>	<p>The Bidder shall quote prices in conformity to CIF – Discharge Port basis Incoterms 2010 for the Goods and Related Services as specified in Part 2 – Technical Requirements in accordance with Form 13 – Price Schedules in Chapter IV – Bidding Forms and conditions as well as adjustments as specified in Schedule 3 – Pricing and Adjustments and other conditions as specified in Part IV – Conditions of Contract of Contract Forms.</p>
<b>ITB 14</b>	<p>The currency of Bid and Payment:</p> <ul style="list-style-type: none"> <li>- For cost accrued in Vietnam to implement the Bid package, currency of Bid and Payment are in VND;</li> <li>- For cost accrued outside Vietnam to implement the Bid package, currency of Bid and Payment are in USD or VND.</li> </ul> <p>In case the proposed bid currency is not in compliance with requirements as above, the proposed bid currency shall be converted into currency to meet the requirements of ITB 14. The Bidder shall confirm and agree that this converted bid currency is applied for Bid evaluation and payment of Contract Agreement.</p> <p>Failure to comply with these requirements by the bidder will result to the unconformity of Bid Proposal.</p>
<b>ITB 15.8</b>	<p>This ITB is not applicable.</p>
<b>ITB 16.2</b>	<p>Documentary evidence of the Bidder’s qualifications to perform the contract if its bid is accepted: as per specific requirements of the Purchaser stated in the Invitation for Contract Negotiation</p>
<b>ITB 17.1</b>	<p>The bid validity period of Bid Proposal shall be <math>\geq</math> 120 days from the date of bid closing time.</p>
<b>ITB 18.2</b>	<ul style="list-style-type: none"> <li>- Currency of Bid Security: <ul style="list-style-type: none"> <li>+ For local bidder: VND or USD;</li> <li>+ For foreign bidder: USD.</li> </ul> </li> <li>- Value of Bid Security: VND 28,251,600,000 or USD 1,074,000.</li> <li>- Bid security rate in case of centralized procurement where the bidder selection is based on the supply ability: not applicable.</li> </ul> <p>Bidder whose names are in the list of bidders having acts specified in Clause 1, Article 20 of Decree No. 214/2025/ND-CP and being posted on the Vietnam National E-procurement System shall make Bid Security with a value of 03 times of the required value within 02 years from the last time these actions are performed. For consortium bidder, the consortium member shall make Bid Security with a value of 03 times of the Bid Security value corresponding to the</p>

	<p>proportion of the tasks undertaken by that member in the consortium within 02 years from the last time these actions are performed.</p> <ul style="list-style-type: none"> <li>- The validity period of the Bid Security shall be <math>\geq</math> 150 days from the date of bid closing time.</li> <li>- The beneficiary is the Purchaser: Duyen Hai Thermal Power Company (DHTPC).</li> </ul> <p>(Documents proving and showing the person, who signs the Bid Security, is the legal representative of the credit institution or bank or non-life insurers shall be enclosed)</p>
<b>ITB 18.4</b>	The unsuccessful bidders may be either returned or released their Bid Security within 14 days from the date on which the result of bidder selection is approved.
<b>ITB 19.1</b>	<p>(i) The number of copies of the Bid Proposal: three (03) copies of Bid Proposal + softcopies containing electronic files of all parts of its Bid Proposal in one (01) USB.</p> <p>If there are any amendments to or replacement for the Bid Proposal: three (03) copies of amendments or replacement of Bid Proposal + softcopies containing electronic files of all parts of its amendments or replacement of Bid Proposal in one (01) USB.</p> <p>The number of copies of the Bid Proposal and the number of copies of modified Bid Proposal are the same.</p> <p>(ii) "Original" means a document having the complete content and design, and directly signed, if it is a physical one, or digitally signed, if it is an electronic one, by a competent person. If the document is digitally signed, the Bidder shall provide an authentication document provided by organization providing electronic signature authentication services.</p>
<b>ITB 21.1</b>	<p>For bid submission purpose, the address of Purchaser is:</p> <ul style="list-style-type: none"> <li>- Address: Mu U hamlet, Duyen Hai ward, Vinh Long province, Viet Nam;</li> <li>- Phone number: +84 0294 3923 222;</li> <li>- Fax: +84 0294 3923 243.</li> </ul>
<b>ITB 24.1</b>	<p>For bid opening purpose, the address of Purchaser is:</p> <ul style="list-style-type: none"> <li>+ Address: Mu U hamlet, Duyen Hai ward, Vinh Long province, Viet Nam;</li> <li>+ Phone number: +84 0294 3923 222;</li> </ul>
<b>ITB 30.2</b>	This ITB 30.2 is not applicable.
<b>ITB 31.3</b>	This ITB 31.3 is not applicable.
<b>ITB 32.1</b>	<p>Method for evaluating Bid Proposals:</p> <ul style="list-style-type: none"> <li>a) Qualification evaluation: responsive/nonresponsive;</li> <li>b) Technical evaluation: responsive/nonresponsive;</li> <li>c) Financial evaluation: the lowest price method.</li> </ul>
<b>ITB 33.4</b>	The bidder has the lowest price according to the lowest price method specified in Section 4, Chapter III.
<b>ITB 36.1</b>	Maximum rate of quantity increase: 10%;

	Maximum rate of quantity decrease: 10%.
<b>ITB 36.2</b>	Additional purchase option: not applicable.
<b>ITB 41.2</b>	- Competent Person: Ngo Van Sy + Address: Duyen Hai Thermal Power Company (DHTPC), Mu U hamlet, Duyen Hai ward, Vinh Long province, Viet Nam; Phone number: 0294 3923 222; Fax: 0294 3923 243 + E-mail: vanthutpcdh@gmail.com

### **Chapter III. Evaluation and Qualification Criteria**

The evaluation process of Bid Proposal will be implemented by the Purchaser via sections hereafter.

#### ***Section 1. Inspection and evaluation of validity of the Bid Proposal***

##### **1. Inspecting the conformity of the Bid Proposal:**

- a) Inspect the quantity of original and copies of the Bid Proposal;
- b) Inspect the composition of the original of Bid Proposal, including: Letter of Bid, Consortium Agreement (if any), Power of Attorney to sign the Letter of Bid (if any); Bid Security; documents proving the Bidder's qualifications; technical proposal, financial proposal and other documents of the Bid Proposal as prescribed in ITB 10;
- c) Inspect the consistency between the original and copies.

##### **2. Evaluating the validity of the Bid Proposal:**

A Bid Proposal is considered valid when all of the conditions below are satisfied:

- a) There is an original of the Bid Proposal;
- b) There is a Letter of Bid borne the signature and seal (if any) of the legal representative of the Bidder as required by the Bidding Documents. The time of signing the Letter of Bid must be after the time of issuing the Bidding Documents. The bid price stated in the Bid Form must be specific and fixed in figures and in words. The bid price in figures and in words must be consistent and logically aligned with the total bid price stated in Form 13. Price Schedules. The Bidder shall not propose different bid prices or include conditions that are disadvantageous to the Purchaser. Regarding consortium, the Letter of Bid shall be signed and stamped (if any) by legal representative of every consortium member or a member assigned by the consortium to sign the letter of bid on behalf of the consortium according to the Consortium Agreement;
- c) The duration of the contract mentioned in the Letter of Bid shall conform to the bid proposal and the Bidding Documents;
- d) The validity period of the Bid Proposal satisfies requirements as prescribed in ITB 17.1;
- e) There is a Bid Security which does not violates any of the cases specified in ITB 18.3. The bank guarantee or certificate of guarantee insurance must be signed and stamped (if any) by legal representative of a domestic credit institution or a branch of a foreign bank established under Vietnamese law; or a domestic non-life insurers or a branch of a foreign non-life insurers established under Vietnamese law, with the value, validity period and name of the beneficiary as prescribed in the Bidding Documents. The Bank Guarantee or certificate of guarantee insurance shall not be signed before the date of issuing Bidding Documents and not accompanying of disadvantaged conditions to the Purchaser (including failure to meet all commitments as prescribed in Form 04 of Chapter IV - Bidding Form).
- f) The Bidder shall not have its name included in two or more Bid Proposals as an independent Bidder or a consortium member.
- g) The Consortium Agreement shall be signed and stamped (if any) by the legal representative of each consortium member and specify detailed tasks and value thereof performed by consortium member using the Form 03 of Chapter IV – Bidding Forms; The assignment of tasks in the consortium shall be based on the items stated in the Price Schedules in Form 13 of Chapter IV or according to the tasks that belong to the production process of the items stated in the Price Schedules. The Bidder is not allowed to assign tasks that do not relate to items specified in the Price Schedules or do not belong to the production process of these items.
- h) The Bidder's eligibility shall be valid as prescribed in ITB 5;

- i) In the 3 years prior to the bid closing time, the bidder did not have any employee (having labor contract with the bidder at the time they committed the violation) who was sentenced by a court for having bidding violation leading to serious criminal consequences, with the intent for that bidder to win the bid.
- k) The Bidder shall quote prices as specified in Form 13 – Price Schedules in Chapter IV – Bidding Forms and conditions as well as adjustments as specified in Schedule 3 – Pricing and Adjustments and other conditions as specified in Part IV – Conditions of Contract and Contract Forms. The proposed total FOB Price in Price Schedule No.2 of Form 13 shall not be lower than 70% of the proposed Total CIF Price in Price Schedule No.2 of Form 13. The reference Caloric Value (NAR) of coal proposed in form 13 shall be 4,600 kcal/kg.

The Bidder having the valid Bid Proposal shall be considered further in next step.

## Section 2. Qualification and Experience criteria

The subcontractors' qualifications shall not be evaluated when the Technical Proposal of the Bidder is evaluated. The Bidder is required to satisfy all qualification criteria (regardless of the subcontractor's qualification).

In case the Bidder is a parent company (for example, a Corporation) that mobilizes its subsidiary(ies) or member company(ies) to perform part of the work of the bid package, the bidder shall declare the work performed by its subsidiary(ies) or member company(ies) according to Form 09 of Chapter IV. The evaluation on experience in implementing similar contracts is based on the value and volume of work undertaken by the parent company and its subsidiary(ies) and member company(ies) in the bid package.

### 2.1 Qualification and Experience criteria

The Bidder's qualification shall be evaluated as follows: the qualified Bidder is the one satisfying all hereafter criteria.

**TABLE OF QUALIFICATION AND EXPERIENCE CRITERIA**

Qualification and Experience Criteria			Compliance Requirements			Documentation
No.	Description	Requirement <sup>(1)</sup>	Single Entity	Consortium		Submission Requirements
				All members combined	Each member	
1	<b>History of unfinished contracts due to the Bidder's fault</b>	From January 1, 2022 to the bid closing time, the Bidder did not have 02 or more contracts (supplying goods or EPC, EP, PC, turnkey contract) fail to perform due to the Bidder's fault. <sup>(2)</sup>	Satisfied	Not applicable	Satisfied	Form 05
2	<b>Tax declaration and payment obligations</b>	The bidder fulfilled tax declaration and payment obligations of the latest financial year (compared to the bid closing time)	Satisfied	Not applicable	Satisfied	Commit in Letter of Bid
3	<b>Financial capacity</b>					
3.1	<b>Financial outcome</b>	The financial statements of the latest three (03) financial years (compared to the bid closing time) <sup>(3)</sup> shall be submitted to prove the healthy finance of the Bidder. The net asset value of the Bidder in the latest financial year (compared to the bid closing time) shall be positive. (Net asset value = Total assets – Liabilities).	Satisfied	Not applicable	Satisfied	Form 07

3.2	<b>Annual average turnover</b>	Average annual turnover in the latest three (03) financial years (compared to the bid closing time) is at least VND 2,825,157,000,000 or USD 107,400,000. <sup>(4)</sup>	Satisfied	Satisfied	Not applicable	Form 07
4	<b>Specific coal supply Experience<sup>(5)</sup></b>					
4.1	<b>Experience in performing Contracts of Similar Size and Nature</b>	<p>The Bidder has completed at least one (01) similar contract as a primary Bidder (an independent or a consortium member) or a subcontractor<sup>(6)</sup> from 1/1/2022 up to the date of bid closing time:</p> <p>In which, similar contract is the one that:</p> <ul style="list-style-type: none"> <li>- Has similar properties: any kind of coal including anthracite, bituminous, sub-bituminous coal, ect. (HS code: 2701)<sup>(7)</sup></li> <li>- Has minimum quantity of 700,000 tons or minimum value of VND 1,318,406,600,000 or USD 50,120,000.<sup>(8)</sup></li> </ul> <p>The Bidders must submit the following documents to prove:</p> <ul style="list-style-type: none"> <li>- Signed Contract(s)<sup>(9)</sup>; and</li> <li>- Bill of Ladings or Tax/commercial invoices of shipments supplied under the above contract(s); or Minutes of goods acceptance/ Minutes of contract liquidation/Letter(s) of the Buyers/Purchasers confirming the coal value and/or coal quantity supplied under the above contract(s);</li> </ul>	Satisfied	Not applicable	Satisfied (in percentage as specified in Column (E) of form 03 - Consortium Agreement)	Form 06

**Note:**

- (1) Documentary evidence establishing shall be in original or copy versions notarized by authorized competent agency.
- (2) Unfinished contract of supplying goods or unfinished EPC, EP, PC, turnkey contract due to the Bidder's fault include:
  - Unfinished contract of supplying goods or unfinished EPC, EP, PC, turnkey contract concluded by the purchaser without objection of the Bidder;
  - Unfinished contract of supplying goods or unfinished EPC, EP, PC, turnkey contract concluded by the purchaser with objection of the Bidder but the Bidder was in unfavorable position under conclusion by an arbitrator or a court.

Unfinished contract of supplying goods or unfinished EPC, EP, PC, turnkey contract shall not include contracts that the purchaser's decisions are rejected by settlement of disputes. Unfinished contracts shall be determined according to all information about disputes or lawsuits that are settled in conformity with the terms of settlement of disputes as mentioned in the corresponding contracts and the Bidder could not file any complaint. For the avoidance of doubt, contracts that do not meet schedule requirement due to the Bidder's fault but are still finally completed shall not be considered as the unfinished contracts.

For a consortium bidder with only one member in the consortium violating and being banned from bidding activities according to the provisions of Clause 1, Article 133 of Decree No. 214/2025/ND-CP, the remaining consortium member is not considered to have failed to complete the contract due to the bidder's fault. In case one consortium member violates the contract, no longer has the capacity to continue performing the contract, seriously affecting the progress, quality, and effectiveness of the bid package, only one consortium member who violates the contract is considered to have failed to complete the contract, the remaining member is not considered to have failed to complete the contract due to the contractor's fault.

- (3) a) In case the bid closing time is after the last day of the Bidder's financial year (year Y) and before or on the last day of the 3rd month from the end of year Y, the Bidder is required to submit financial statements for 03 years prior to year Y (year Y-1, Y-2, Y-3).

Example 1: If the bid closing time is 20/03/2024, the Bidder's financial year is from 01/01 to 31/12, the Bidder shall submit financial statements for the years 2020, 2021, 2022.

Example 2: If the bid closing time is 15/11/2024, the Bidder's financial year is from 01/01 to 31/12, the Bidder shall submit financial statements for the years 2021, 2022, 2023.

b) For foreign bidder, Financial Statements must be audited. For local bidder, Financial Statements must be corresponding to the accounting periods, attaching the certified true copies of one of the following documents:

- Minutes of tax finalization inspection;
- Tax self-declaration (VAT and corporate income tax) having time of submitting certified by tax authority;
- Documentary evidence on electronic tax declaration by the Bidder;
- Written confirmation from the tax authority (certifying amount paid in the whole year) on the fulfillment of tax payment obligations
- Audited report;
- Other documents.

The above documents must be consistent with the data that the Bidder has declared on the Electronic Tax System at the bid closing time.

- (4) In cases where the annual turnover in the financial statements using a currency different from the VND or USD, the exchange rate to be applied for the evaluation is the selling rate in VND issued by Joint Stock Commercial Bank for Foreign Trade of Vietnam (VIETCOMBANK) at the last date of each financial year. The intermediary currency (if applicable) shall be USD. In case VIETCOMBANK does not have the exchange rate of the currency used in the financial statements, Cross Rates of VND Versus Several Major Foreign Currencies of the State Bank at the last date of each financial year will be applied for the evaluation.
- (5) For supporting documents: the Bidder's name should be stated in the Bill of Lading or tax/commercial invoice (as applicable) as Shipper/Seller. Otherwise, the bidder supplement related supporting documents to prove that bidder is the Shipper/ Seller.
- (6) For contracts in which the Bidder has participated as a consortium member or subcontractor, only the value of work performed by the Bidder shall be counted.
- (7) Similar properties: Goods having similar properties is the one satisfying one of the following criteria: (i) goods having the same field, category (any kind of coal including anthracite, bituminous, sub-bituminous coal, ect); (ii) Goods with the same Chapter code, Group code (corresponding to the first 4 numbers of the code) in the HS (HS - Harmonized Commodity Description and Coding System) according to the Goods Classification System issued by the World Customs Organization - WCO (collectively referred to as HS code). The HS code is based on the Circular No. 31/2022/TT-BTC of the Ministry of Finance (posted by the General Department of Customs on the website: <https://www.customs.gov.vn>). Goods provided by the bidder has the same field, category required by the Bidding Documents or the same first 4 numbers of the HS code is considered to have similar properties to the goods of the bid package.
- (8) The evaluation on the scale of similar contracts is based on the quantity or value completed and accepted as follows:
- (i) There is at least 01 completed contract ("completed contract" is a contract having all goods that have been accepted or a contract which has been liquidated) supplying similar goods with a minimum quantity of 700,000 tons or minimum value of VND 1,318,406,600,000 or USD 50,120,000; or

(ii) The contract may have been completed or under implementation, not yet accepted or liquidated but the accumulated quantity of similar goods performed under the contract meets at least 700,000 tons or the accumulated value of similar goods performed meets at least VND 1,318,406,600,000 or USD 50,120,000.

The time to consider a similar contract is the time that the goods have been accepted or delivered, not the time of signing contract.

In cases where the contract amount using a currency different from VND or USD, the exchange rate to be applied for the evaluation is the selling rate in VND issued by Joint Stock Commercial Bank for Foreign Trade of Vietnam (VIETCOMBANK) at the date of signing the contract(s). The intermediary currency (if applicable) shall be USD. In case VIETCOMBANK does not have the exchange rate of the currency used in the contract, Cross Rates of VND Versus Several Major Foreign Currencies of the State Bank at the date of signing the contract(s) will be applied for the evaluation.

- (9) The contract(s) must show essential information, including but not limited to: quantity, price, contract term, date of signing, delivery schedule, information about the Purchaser and the Seller. If the Bidder has participated in the contract as a consortium member or a subcontractor, The Bidder is requested to provide the corresponding consortium agreement or subcontractor contract showing the detailed tasks assigned to the Bidder.

### **Section 3. Technical evaluation criteria**

The Bid Proposal that fails to meet any of the requirements as specified below shall be rejected and not be evaluated in next steps.

#### **3.1. Technical requirements**

The Bid Proposal is considered responsive in terms of technical requirements if all of the following conditions are satisfied:

<b>Item</b>	<b>Responsive</b>	<b>Nonresponsive</b>
Coal specifications	Coal specifications proposed in Form 11 (b) satisfy all of required specifications as specified in Section 3.1(a), Chapter V. Technical Requirements	Coal specifications proposed in Form 11 (b) does not satisfy any required specifications as specified in Section 3.1(a), Chapter V. Technical Requirements
Coal eligibility	Coal eligibility satisfies the requirements specified in Section 3.1(b), Chapter V. Technical Requirements	Coal eligibility does not satisfy the requirements specified in Section 3.1(b), Chapter V. Technical Requirements

#### **3.2. Transportation methodology**

Coal is delivered to Discharge Port in Duyen Hai TPC. With tide, the Discharge Port will be able to accommodate bulk carriers up to 30,000 DWT with suitable draft for access. Transportation methodology should be suitable to the existing conditions of access route and Discharge Port facilities to ensure successful coal deliveries.

<b>Item</b>	<b>Responsive</b>	<b>Nonresponsive</b>
Coal transportation methodology	Be suitable or committed to be suitable to the Discharge Port facilities to ensure successful coal deliveries	Not be suitable to the Discharge Port facilities to ensure successful coal deliveries
	Transportation Methodology is in conformity or committed to be in conformity to requirements specified in Section 3.2, Chapter V. Technical Requirements	Transportation Methodology is not in conformity to requirements specified in Section 3.2, Chapter V. Technical Requirements

#### **3.3. Delivery schedule and quantity**

<b>Item</b>	<b>Responsive</b>	<b>Nonresponsive</b>
Delivery schedule proposed by Bidder	Delivery Schedule proposed by the Bidder in Form 10 of Chapter IV - Bidding Form are in conformity to requirements in Section 2, Chapter V. Technical Requirements	Delivery Schedule proposed by the Bidder in Form 10 of Chapter IV - Bidding Form are not in conformity to requirements in Section 2, Chapter V. Technical Requirements

Quantity proposed by Bidder	Total coal quantity proposed by the Bidder in Form 11(a) of Chapter IV - Bidding Form are in conformity to requirements in Form 01 of Chapter IV - Bidding Form	Total coal quantity proposed by the Bidder in Form 11(a) of Chapter IV - Bidding Form are not in conformity to requirements in Form 01 of Chapter IV - Bidding Form
Origin proposed by Bidder	The origin of goods is clearly stated in Form 11(a)	The origin of goods is not clearly stated in Form 11(a)

#### **Section 4. Financial evaluation criteria**

Criteria on financial evaluation is implemented based on the lowest price method.

The lowest price is determined as follows:

**Step 1:** Determine quoted Bid Price , (hereinafter called “G<sub>1</sub>”).

**Step 2:** Error correction (if any, in comply with Notes (1) below);

**Step 3:** Price adjustment of deviations (if any, in comply with Notes (2) below).

**Step 4:** Determining Bid Price after error correction, price adjustment of deviations, discount (if any);

$G_2 = G_1 \pm \text{error correction} \pm \text{price adjustment of deviation} - \text{discount (if any)}$

**Step 5:** Converting the Bid Price in USD into VND for evaluation. The exchange rate to be applied is the rate applied for the calculation of the procurement price or adjusted procurement price (as the case maybe), which is specified in the Invitation for Bid.

$G_3 = G_2^{\text{USD}} \times \text{Exchange rate} + G_2^{\text{VND}}$

**Step 6:** Bidder ranking:

The Bid Proposal having the lowest price (G<sub>3</sub>) is ranked first.

**Notes:**

(1) Error correction:

Error correction is the correction of errors in bid proposals, including the arithmetical errors and other errors, which shall be corrected on the following basis:

a) Arithmetical errors include errors due to incorrect addition, subtraction, multiplication and division when calculating the Bid Price. If there is a discrepancy between the unit price and the total price, the unit price shall prevail and the total price shall be corrected; if there is an obvious misplacement of the decimal point in the unit price (10 times, 100 times, 1,000 times), the total price shall prevail and the unit price shall be corrected.

b) If the total value of the items is incorrect due to an error when adding or subtracting the value of the items, the value of the items shall be the basis for correcting the error.

c) In case of inconsistency between the Bid Price written in numbers and the Bid Price written in words, the Bid Price written in words shall be the basis for correcting the error, except in cases where the Bid Price written in words has no meaning; In case the Bid Price written in words contains errors in arithmetic, the Bid Price written in numbers shall be the basis for correcting the error after being accurate (if any) according to Points a and b of this Clause.

d) If a total price is fully filled but the equivalent unit price is leaved blank, the unit price shall be determined by dividing the total price by the quantity; if a unit price is fully filled but the equivalent total price is leaved blank, the total price shall be determined by multiplying the unit price and the quantity; if a unit price and the equivalent total price are fully filled but the equivalent quantity is leaved blank, the quantity shall be determined by dividing the total price by the unit price. If the quantity determined above is different from the equivalent quantity mentioned in the Bidding

Documents, such discrepancy shall be the deviation related to Scope of Supply which shall be adjusted as prescribed in the Item (2) below;

e) Physical unit errors: correct units in conformity with the Bidding Documents' requirements;

f) Number Format errors: replace “,” (comma) with “.” (stop) and vice versa in conformity with the Vietnamese number format for the millions, hundreds, tens, units. If the Purchaser believes that the stops and commas in the unit price are put in wrong position, the total price shall prevail and the unit price shall be corrected;

Ex: English number format: 10,567.23; Vietnamese number format 10.567,23

(In fully written English: Ten thousand, five hundred and sixty-seven point twenty-three)

(2) Adjusting deviations in scope of supply:

a) Deviations in scope of supply:

In case the Bidder lists the work items as required in the Bidding Documents but does not propose the unit price and total price for one or several work items, it is considered a deficiency and shall be adjusted according to Point b of this Clause for the purpose of comparing and ranking Bid Proposals.

If a work item stated in the Bidding Documents is not listed in the price schedules of the Bidder, it is considered a deficiency and shall be adjusted according to Point b of this Clause for the purpose of comparing and ranking Bid Proposals. If a work item stated in the Bidding Documents is listed in the price schedules of the Bidder, but the quantity is less or more than the required quantity in the Bidding Documents, it is considered a deficiency or redundancy and such deviation shall be adjusted as prescribed in Point b of this Clause.

If a work item is listed in the price schedules of the Bidder but is not within the scope of supply stated in the Bidding Documents, it is considered a redundancy and such deviation shall be adjusted as prescribed in Point b of this Clause.

b) Adjusting deviations in scope of supply:

If there is a deficiency in work item(s) in Bid Proposal as stated in Point a and Point b without equivalent unit price in the Bid Proposal, the deficiency shall be adjusted as follows:

- The highest unit price of the respective work item among other Bid Proposals satisfying technical evaluation shall be used for adjustment of deviation; if the Bid Proposals satisfying technical evaluation having no equivalent unit prices, the unit price in the approved Estimation Decision shall be used for adjustment of deviation; if there is no estimate of the bid, the unit price constituting the bidding package price of the Purchaser shall be used for adjustment of deviation. This adjustment is for the purpose of comparing and ranking Bid Proposals only.
- In case the quantity proposed by the Bidder is less than the required quantity in the Bidding Documents, the deficiency shall be added according to the equivalent unit price quoted in the Bid Proposal.
- In case the quantity proposed by the Bidder is more than the required quantity in the Bidding Documents, the redundancy shall be subtracted according to the equivalent unit price quoted in the Bid Proposal

c) If the Bidder offers Discount, the correction and adjustment of deviation shall be carried out according to the Bid Price before subtracting the discount. The rate (%) of deficiency shall be determined based on the Bid Price mentioned in the Letter of Bid.

(3) Apply the unit price for the deficiency to the first ranked bidder:

If the Bid Proposal has a deficiency but after adjusting the deviation as prescribed in Point b, Clause 2 above, it's still ranked first and this Bid Proposal does not have the unit price of the deficiency, then the winning proposal unit price of the deficiency will be determined according to the order of the following priority: (1) the lowest equivalent unit price among the Bid Proposals satisfying the technical evaluation step; (2) the unit price in the approved Estimation Decision; (3) the unit price constituting the bidding package price (if there is no estimate of the bid).

(4) After correcting errors, adjusting deviations and applying unit price for the deficiency as prescribed in Clauses 1,2,3 above, the Purchaser shall notify the Bidder in writing about the error correction and deviation adjustment to the Bidder's Bid Proposal. Within 03 working days since the date of receiving such notice from the Purchaser, the Bidder must notify the Purchaser in writing of its acceptance of the results of error correction and deviation adjustment. In case the Bidder does not agree with the results of error correction or deviation adjustment as notified by the Purchaser, the Bidder's Bid Proposal will be rejected, except in the case where error correction, deviation adjustment and applying unit price for the deficiency carried out by the Purchaser is not accurate.

**Chapter IV. Bidding Forms****1. Form 01 SCOPE OF SUPPLY**

<b>List of Goods</b>	<b>Unit</b>	<b>Quantity</b>	<b>Description of goods</b>	<b>Final destination</b>	<b>Delivery schedule at Duyen Hai Discharge Port</b>
Coal with NAR $\geq$ 4,454 kcal/kg	tonnes	1,000,000	As specified in Chapter V	Duyen Hai Port	From December 2025 to September 2026

**2. Form 02**

**LETTER OF BID <sup>(1)</sup>**

Date: \_\_\_\_ [*insert date of signing Letter of Bid*]

Procurement's name: \_\_\_\_ [*insert the procurement's name according to the Invitation to Bid*]

Invitation to Bid No. \_\_\_\_ [*insert the number of the Invitation to Bid*]

To: \_\_\_\_ [*insert the complete and accurate name of the Purchaser*]

After carefully studying the Bidding Documents and revisions thereof number \_\_\_\_ [*insert the number of the revisions (if any)*], we, \_\_\_\_ [*insert the Bidder's name*], pledge ourselves to perform \_\_\_\_ [*insert the procurement's name*] in accordance with the requirements specified in the Bidding Documents with the total bid price of \_\_\_\_ [*insert the amount in figures, in words, and currency*] <sup>(2)</sup> together with the Table of bid price.

In addition, we voluntarily offer a discount of bid price with a discount percentage of \_\_\_\_ [*insert the discount percentage in figures and in words, if any*].

Contract execution period is \_\_\_\_ <sup>(3)</sup>.

Validity period of Bid Proposal: within \_\_\_\_ <sup>(4)</sup> days, from \_\_\_\_ [date dd/mm/yyyy].<sup>(5)</sup>

Bid Security: \_\_\_\_ [*insert the amount in figures, in words, and currency*].

Validity period of Bid Security: \_\_\_\_ [*insert the validity period from the bid closing date*]

We hereby commit that:

1. We are not undergoing dissolution process or not having Certificate of Business Registration or equivalent document being revoked, not thrown into bankruptcy or insolvency as prescribed by law on bankruptcy.
2. We do commit no violations against regulations on assurance of competitiveness in bidding.
3. We fulfilled tax declaration and payment obligations of the latest financial year (compared to the bid closing time).
4. We are not banned from bidding as prescribed by law on bidding.
5. We are not being prosecuted for criminal liability.
6. We are not involved in corrupt, fraudulent or conclusive practice and other violations against law on bidding.
7. In the 3 years prior to the bid closing time, we did not have any employee (having labor contract with the bidder at the time they committed the violation) who was sentenced by a court for having bidding violation leading to serious criminal consequences, with the intent for that bidder to win the bid.
8. Every information provided in the Bid Proposal is truthful.
9. In case of winning the bid, Bid Proposal and additional documents, clarification documents shall constitute a binding agreement between the two parties until the contract is signed.
10. If our Bid Proposal is accepted, we shall provide the Performance Security as prescribed in ITB 40 of the Bidding Documents.

**Legal representative of bidder<sup>(6)</sup>**  
**[Full name, position, signature and seal]**

**Notes:**

- (1) Bidder must provide sufficient and accurate information including names of the Purchaser, the Bidder and procurement's name. The Letter of Bid must be signed and seal (if any) by the bidder's legal representative.
  - (2) The bid price stated in the Bid Form must be specific and fixed in figures and in words. The bid price in figures and in words must be consistent and logically aligned with the total bid price stated in Form 13. Price Schedules. The Bidder shall not propose different bid prices or include conditions that are disadvantageous to the Purchaser.
  - (3) The contract execution period mentioned in the Letter of Bid must conform to the technical proposal and schedule for goods furnished and services performed in the Bid.
  - (4) Insert number of validity days as prescribed in ITB 17.1. Validity period of the Bid Proposal is from the date having bid closing time to its expiration date as prescribed in the Bidding Documents. The period of time from the bid closing time to 24:00 of the date having bid closing time is considered 01 day.
  - (5) Insert the deadline date as prescribed in ITB 21.1.
  - (6) If the bidder's legal representative authorizes his/her subordinate to sign the Letter of Bid, a Power of Attorney (Form 14 provided in this Chapter) must be enclosed. If the company's charter or another document permits such subordinate to sign the Letter of Bid, such document shall be enclosed (In this case, the Power of Attorney is not required). Regarding consortium, the Letter of Bid shall be signed and stamped (if any) by legal representative of every consortium member or a member assigned by the consortium to sign the letter of bid on behalf of the consortium according to the Consortium Agreement. Each Consortium member may give authorization similarly to an independent bidder.
- In case the foreign Bidder does not have a seal, it must provide confirmation from a competent organization that the Letter of bid and other documents in the Bid Proposal are signed by the Bidder's legal representative.

**3. Form 03**

**CONSORTIUM AGREEMENT <sup>(1)</sup>**

Date \_\_\_\_\_

Procurement: \_\_\_\_\_ *[insert name of the procurement]*

Pursuant to<sup>(2)</sup> \_\_\_\_\_

In response to Bidding Documents for \_\_\_\_\_ *[insert name of procurement]* issued with the Invitation to Bid No. \_\_\_\_\_ *[insert the number of Invitation to Bid]*;

Representatives of the members signing the Consortium Agreement include:

Name of consortium member \_\_\_\_\_ *[insert name of each consortium member]*

Mr./Ms.

Position:

Address:

Phone number:

Fax:

Email:

Account:

TIN:

Power of Attorney No. \_\_\_\_\_ dated \_\_\_\_\_ (in case of authorization).

The members have reached a consensus on entering into a consortium agreement with the following contents:

**Article 1. General rules**

1. Members voluntarily establish this Consortium to participate in the process of bidding for \_\_\_\_\_ *[insert name of procurement]*.

2. Official name of the Consortium used in every transaction related to the procurement: \_\_\_\_\_ *[insert the agreed name of the Consortium]*.

3. Every member commits not to unilaterally participate or establish a Consortium with another member to participate in this procurement. If awarded the contract, no member is entitled to refuse to fulfill the duties and obligations prescribed in the contract. Any member of the Consortium that refuses to perform their duties and obligations as agreed must:

- [- Pay damages to other parties in the Consortium;*
- Pay damages to the Purchaser as prescribed by the contract;*
- Be subject to other disciplinary actions \_\_\_\_\_ [specify the action].*

**Article 2. Assignment of duties**

All members agrees to assign responsibilities to execute the bid package \_\_\_\_\_ *[insert name of procurement]* as follows:

1. Head member of the Consortium:

All members unanimously authorize \_\_\_\_\_ *[insert name of a member]* as the head member of the Consortium who represents the Consortium to perform the following tasks <sup>(3)</sup>:

- [- Sign documents with the Purchaser during the Bidding process, documents for clarification of Bid Proposals; request for bid withdrawal or modification;*
- Participate in contract negotiation and conclusion;*
- Sign complaint letter (if any);*
- Perform other tasks except for signing contract \_\_\_\_\_ [specify other tasks (if any)].*

2. Tasks of Consortium members are specified in the table below:

No.	Name	Tasks	Proportion of total bid <sup>(4)</sup>	Proportion of supplying coal <sup>(5)</sup> :
(A)	(B)	(C)	(D)	(E)
1	Name of head member	- ____ - ____	- ____% - ____%	- ____% - ____%
2	Name of second member	- ____ - ____	- ____% - ____%	- ____% - ____%
<b>Total</b>		<b>All tasks of the procurement</b>	<b>100%</b>	<b>100%</b>

Note:

- The number of members in the Consortium shall not exceed 02 members.
- The head member of Consortium must be responsible for at least 50% of the supplied coal volume as required by this procurement;

### Article 3. Effect of Consortium agreement

1. The Consortium agreement takes effect from the day on which it is signed.
2. The Consortium 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 Consortium is not awarded the contract;
  - The bidding for \_\_\_\_\_ [*insert name of the procurement*] is cancelled as notified by the Purchaser.

The Consortium Agreement is made under the approval of all consortium members.

### LEGAL REPRESENTATIVE OF HEAD MEMBER

[Full name, position, signature and seal]

### LEGAL REPRESENTATIVE OF CONSORTIUM MEMBER

[Full name, position, signature and seal]

Notes:

- (1) If the procurement is divided into independent lots, the Consortium agreement shall specify names and numbers of lots in which the Consortium participates and clarify common and private responsibilities of every Consortium member.
- (2) Update legislative documents in force.
- (3) Tasks assignments includes one or multiple tasks above.
- (4) The Bidder shall specify detailed tasks and estimate equivalent value of tasks performed by every Consortium member, common and private responsibilities of each member, including the head member. The assignment of tasks in the consortium shall be based on the items stated in the Price Schedules in Form 13 of this Chapter or according to the tasks that belong to the production process of the items stated in the Price Schedules. The Bidder is not allowed to assign tasks that do not relate to items specified in the Price Schedules or do not belong to the production process of these items;
- (5) The Bidder shall specify detailed tasks and estimate equivalent value of tasks in supplying coal performed by Consortium members.

**4. Form 04****BID SECURITY<sup>(1)</sup>**

*[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]*

*[Guarantor letterhead or SWIFT identifier code]*

Beneficiary: Duyen Hai Thermal Power Company (DHTPC)

Add.: Mu U hamlet, Duyen Hai ward, Vinh Long province, Viet Nam .

Date: \_\_\_\_\_ *[Insert date of issue]*

BID SECURITY No.: \_\_\_\_\_ *[Insert guarantee reference number]*

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

We have been informed that<sup>(2)</sup> \_\_\_\_\_ *[insert name of the Bidder]* (hereinafter called "the Bidder") has submitted or will submit to the Beneficiary its bid (hereinafter called "the Bid") for the execution of \_\_\_\_\_ *[insert number and name of the procurement/package]* under Invitation for Bids No. \_\_\_\_\_ ("the IFB").

We hereby unconditionally, irrevocably agree and commit to the Beneficiary that we 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 \_\_\_\_\_<sup>(3)</sup> days, from \_\_\_\_\_ *[date]*<sup>(4)</sup>.

At the request of the Bidder, we, as Guarantor, hereby unconditionally, irrevocably agree and commit to pay the Beneficiary an amount of \_\_\_\_\_ *[amount in figures, in words and currency]* upon receipt of written notice from the Beneficiary about the Bidder's violations in the following cases:<sup>(5)</sup>

- (a) After the bid closing time and during the validity period of the bid proposal, the bidder withdraws its bid proposal or refuses to perform one or more tasks proposed in its bid proposal as required by the Bidding Documents.
- (b) The Bidder violates the provisions of Article 16 of the Law on Bidding or commits violations of the law on bidding resulting in bid cancellation; or
- (c) The Bidder has failed to furnish the Contract Performance Security as prescribed in Article 68 of the Law on Bidding; or
- (d) The bidder fails to execute or refuses to negotiate the contract within 10 days from the date of receipt of the Invitation for contract negotiation, or, after the contract negotiation has been carried out, refuses to finalize and/or refuses to sign the contract negotiation minutes, except for force majeure events;
- (e) The Bidder fails to execute or refuses to finalize the contract within a period of 20 days from the date of receipt of Notice of acceptance from the Purchaser, except for the case specified in Clause 4, Article 34 of Decree No. 214/2025/ND-CP or force majeure events;
- (f) The bidder fails to execute or refuses to sign the contract within 20 days from the date of finalization of that contract, except force majeure events.
- (g) If any member of the consortium \_\_\_\_\_ *[insert full name of the consortium bidder]* violates the provisions of law, resulting in the bid security not being returned as prescribed in ITB 18.5 of the bidding documents, the bid security of all members of the consortium will not be returned<sup>(6)</sup>.

If the Bidder is the successful bidder, this bid security will expire after the bidder signs contract and submits performance security to the Beneficiary as specified in the contract;

If the Bidder is not the successful bidder, this bid security will expire upon the earlier of (i) our receipt of a copy of the Beneficiary's notification of Bidder selection results; or (ii) 30 days after the end of the Bid Validity Period.

Consequently, any demand for payment under this bid security must be received by us at our office indicated above on or before the last date of validity of the Bid Security. We unconditionally and irrevocably commit to pay the Purchaser any amount within the above mentioned guarantee amount upon the Purchaser's claim for compensation.

**Legal representative of Bank**  
***[Full name, position, signature and seal]***

Note:

- (1) If the Bid Security violates one of the following regulations: having lower value, having shorter validity period as required in ITB 18.2, having inaccurate name of beneficiary, being non-original paper, having invalid signature, having issuance date before the date of issuing Bidding Documents, or accompanying of disadvantaged conditions to the Purchaser, such Bid Security shall be considered invalid.
- (2) For the consortium Bidder, Bidder's name shall be filled as follows:
  - Name of the Consortium; for example, A + B Consortium makes a bid, Bidder's name shall be "A + B Consortium".
  - Name of the member in charge of furnishing Bid Security for the Consortium or for another member in the Consortium, for example, A + B Consortium makes a bid, if the Consortium agreement assigns A to furnish Bid Security for the Consortium, the Bidder's name here shall be "A (on behalf of the A+B Consortium)";
  - Name of every member in the Consortium separately furnishing the Bid Security;
  - In case the consortium agreement does not specifically assign the responsibility to perform the bid security to any member in the consortium, but the total value of the bid security(ies) performed by the member(s) in the consortium meets the requirements of the Bidding Documents, it is still considered as responsive.
- (3) Insert number of validity days prescribed in ITB 18.2.
- (4) Insert the deadline date as prescribed in ITB 21.1. Validity period of the Bid Security is from the date having bid closing time to its expiration date (The expiration time of the Bid Security is within the last date of the bid security's validity period and no need to be until the end of 24 hours of that date).
- (5) In case the bid security lacks any of the commitments as stated above, it will be considered having disadvantaged conditions to the Purchaser according to the provisions of ITB 18.3 and the bid security will be considered invalid.
- (6) This item (g) is for consortium bidder only.

**5. Form 05:****UNFINISHED CONTRACTS OF SUPPLYING GOODS OR UNFINISHED EPC, EP, PC, TURNKEY CONTRACTS DUE TO THE BIDDER'S FAULT IN THE PAST <sup>(1)</sup>**

Bidder's name: \_\_\_\_\_

Date: \_\_\_\_\_

Name of consortium member (if any): \_\_\_\_\_

Unfinished contracts of supplying goods or unfinished EPC, EP, PC, Turnkey Contracts due to the bidder's fault in the past as prescribed in Section 2.1 of Chapter III - Evaluation and Qualification Criteria

**Choose one of two information below:**

None or there is 01 unfinished contract (supplying goods, EPC, EP, PC, Turnkey Contract) due to the bidder's fault from January 1, \_\_\_ [year] prescribed in criterion 1 in the Table of qualification criteria evaluation in Section 2.1 of Chapter III - Evaluation and Qualification Criteria.

There are 02 or more unfinished contract(s) (supplying goods, EPC, EP, PC, Turnkey Contracts) due to the bidder's fault from January 1, \_\_\_ [year] prescribed in criterion 1 in the Table of qualification criteria evaluation in Section 2.1 of Chapter III - Evaluation and Qualification Criteria with the details below:

Year	Unfinished tasks in the contract	Description of contract	Total value of contract (value, currency, exchange rate, equivalent value in VND)
		Description of contract: _____ Purchaser's name: _____ Address: _____ Reasons for unfinished tasks in the contract: _____	

**Notes:**

(1) The Bidder must declare accurately and truthfully unfinished contracts of supplying goods or unfinished EPC, EP, PC, Turnkey Contracts due to the bidder's fault in the past; in case the Purchaser, Bid Evaluation Team discovers that the bidder has any unfinished contracts of supplying goods or unfinished EPC, EP, PC, Turnkey Contracts due to the bidder's fault in the past without declaring them, the bidder is considered having a "fraudulent" and the Bid Proposal of the bidder will be rejected.

Regarding consortium, each consortium member shall declare information using this Form.

**Legal representative of Bidder**  
[full name, position, signature and seal]

**6. Form 06. Experience in performing contract of Similar Size and Nature**

Name of the Bidder:

Name of the member of consortium:

Fill up one (01) form per contract

Name and Number of Contract	<i>[Full name of Contract, number of Contract]</i>		
Award Date	<i>[day, month, year]</i>		
Completion Date	<i>[day, month, year]</i>		
Role in Contract	<i>Contractor or Subcontractor</i>		
Total Contract Volume	<i>... tonnes</i>		
Total Contract Amount	<i>[specify total contract amount and currency according to the signed contract]</i>		<i>Equivalent to ... VND</i>
For Consortium, specify role in contract and participation of total contract amount/volume	<i>[specify role in contract]</i>	<i>[specify percent of total contract amount/volume; amount and currency according to the signed contract]</i>	<i>Equivalent to ... VND</i>
Name of the procurement			
Purchaser's Name			
Address: Telephone/fax number: E-mail:			
<b>Description of the similarity in accordance with Section 2.1, Chapter III</b>			
Type of goods			
HS code (if any)			
Amount/Volume of contract performed	<i>[specify the actual amount/volume performed based on Confirmation letter of the Owner or Coal Purchaser confirming the coal value and/or coal quantity supplied under the above contracts]</i>		
Other similarities	<i>[specify other similarities (if any)]</i>		

Notes:

- (1) In case of consortium, each member of the consortium shall fill in this Form.
- (2) The Bidder only declares the contents matching the requirements of this bid package.
- (3) In case the contract amount is not in VND, it shall be converted to VND at the exchange rate specified in Section 2.1 Chapter III as a basis for evaluation.

## 7. Form 07

FINANCIAL SITUATION OF BIDDER <sup>(1)</sup>

Bidder's name: \_\_\_\_\_

Date: \_\_\_\_\_

Name of consortium member (if any): \_\_\_\_\_

Bidder's financial year from [dd/mm] to [dd/mm]		
Financial figures in the latest 03 financial years <sup>(2)</sup> [USD/VND]		
First year: [yyyy]	Second year: [yyyy]	Third year: [yyyy]

<b>Total assets</b>			
<b>Liabilities</b>			
<b>Net asset value</b>			

<b>Annual revenues (without VAT)</b>			
<b>Annual average revenue (without VAT) <sup>(3)</sup></b>			
<b>Pre-tax profits</b>			
<b>Post-tax profits</b>			

The Bidder is required to enclose copies of the financial statements (the Balance sheets including relevant description, income statements) for the 03 financial years mentioned above, which satisfy the following conditions:

1. The financial statement only includes financial situation of the Bidder or consortium members (regarding consortium) but not of an associate entity such as parent company or subsidiary companies or associate companies and the Bidder or consortium members.
2. Financial statements must be completed and full of content according to the regulations of the country of business registration of the bidder.
3. For foreign bidder, Financial Statements must be audited. For local bidder, Financial statements must be corresponding to the accounting periods, attaching the certified true copies of one of the following documents:
  - Minutes of tax finalization inspection;
  - Tax self-declaration (VAT and corporate income tax) having time of submitting certified by tax authority;
  - Documentary evidence on electronic tax declaration by the Bidder;
  - Written confirmation from the tax authority (certifying amount paid in the whole year) on the fulfillment of tax payment obligations.
  - Audited report;
  - Other documents.

The above documents must be consistent with the data that the Bidder has declared on the Electronic Tax System at the bid closing time.

Notes:

(1) Regarding consortium, each consortium member shall declare information using this Form.

(2) The period of time is same as the period of time prescribed in Section 2.1 of Chapter III – Evaluation and Qualification Criteria.

(3) Annual average revenues shall be determined by dividing total revenue from the mentioned years by the number of years.

Annual revenue is calculated by total revenue in that year's financial statements (not including VAT)

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

**Legal representative of Bidder**

*[full name, position, signature and seal]*

**8. Form 08: SCOPE OF TASKS PERFORMED BY SUBCONTRACTOR <sup>(1)</sup>**  
(Not applicable)

No.	Name of subcontractor <sup>(2)</sup>	Scope of tasks <sup>(3)</sup>	Quantity of tasks <sup>(4)</sup>	Estimated rate (%) <sup>(5)</sup>	Contract or agreement concluded with subcontractor <sup>(6)</sup>
1					
2					
3					
4					
...					

Notes:

- (1) In case of using subcontractors to perform related services, the Bidder is requested to declare according to this Form.
- (2) The Bidder specifies names of subcontractors. In case names of subcontractors are not determined, this column may be leaved blank and only the column "Scope of tasks" is filled. If the bidder wins the bid, any subcontractor that is mobilized to perform the declared work must be approved by the Purchaser.
- (3) The Bidder specifies names of work items performed by subcontractors.
- (4) The Bidder specifies quantities of work items performed by subcontractors.
- (5) The Bidder specifies ratio of tasks performed by the subcontractor compared to the bid price.
- (6) The Bidder specifies number of contracts or agreements, enclose with originals or certified true copies of those documents. If the subcontractor name is not yet determined, leave this column blank.

**Legal representative of Bidder**  
*[full name, position, signature and seal]*

**9. Form 09:****LIST OF SUBSIDIARIES AND MEMBER COMPANIES UNDERTAKING PART OF THE WORK OF THE BID PACKAGE <sup>(1)</sup>**

<b>No.</b>	<b>Name of subsidiaries or member companies <sup>(2)</sup></b>	<b>Works undertaken in the package<sup>(3)</sup></b>	<b>Percentage of total bid price (%) <sup>(4)</sup></b>	<b>Note</b>
1				
2				
3				
4				
...				

**Note:**

(1) In case the Bidder is a parent company (for example, a Corporation) that mobilizes its subsidiary(ies) or member company(ies) to perform part of the work of the bid package, the bidder shall declare the work performed by its subsidiary(ies) or member company(ies) according to this Form. The evaluation on experience in implementing similar contracts is based on the value and volume of work undertaken by the parent company and its subsidiary(ies) and member company(ies) in the bid package. If the bidder is not the parent company, this form does not apply.

(2) Specify name of subsidiaries or member companies.

(3) Specify works undertaken by subsidiaries or member companies.

(4) Specify percentage of value of work undertaken by subsidiaries or member companies compared to the bid price.

**Legal representative of Bidder**  
*[full name, position, signature and seal]*

## 10. Form 10

## DELIVERY SCHEDULE

<b>Delivery schedule at Duyen Hai Discharge Port</b>	<b>Coal quantity</b>	<b>Allocation to Duyen Hai 3</b>	<b>Allocation to Duyen Hai 3 extension</b>
From December 2025	50,000-150,000 tonnes	700,000 tonnes	300,000 tonnes
From January 2026 to June 2026	100,000-150,000 tonnes per month		
From July 2026 to September 2026	50,000-150,000 tonnes per month		
<b>Total</b>	<b>1,000,000 tonnes</b>	<b>700,000 tonnes</b>	<b>300,000 tonnes</b>

(\*): The delivery schedule and exact coal quantity for each power plant will be determined during contract negotiation and can be adjusted based on actual commercial operation schedule of Duyen Hai 3 and Duyen Hai 3 Extension TPPs.

**Legal representative of Bidder**  
*[full name, position, signature and seal]*

**11. Form 11: BIDDER'S PROPOSAL FOR GOODS****Form 11(a) ORIGIN AND QUANTITY - DECLARATION FORM**

Type	List of goods	Country of origin	Quantity (tonnes)
Coal	Coal with NAR of $\geq 4,454$ kcal/kg		

**Legal representative of Bidder**  
*[full name, position, signature and seal]*

**Note:**

- The Bidder is requested to fill full information about origin and quantity in this form. Failure to comply with instructions & requirements by the Bidder will result to unconformity of Bid Proposal.
- During the performance of contract, if the Bidder changes the origin of coal, the Bidder must bear all costs incurred (e.g import tax, VAT, FCT...), if any.
- If at least one bidder participating in this tender offers coal originating from at least one country entitled to preferential import tariffs under a Trade Agreement to which Vietnam is a party (to which the import tax rate of 0% applies), then Bidders offering coal originating from the countries not entitled to preferential import tariffs under any Trade Agreements with Vietnam shall bear the import tax.

**Form 11 (b) COAL SPECIFICATION - DECLARATION FORM**

Proposed coal is as follows:

Mine name:

No.	Coal specification	Unit	Technical requirements	Proposed coal range	Proposed coal typical/ reference
1	Total Moisture Content (ARB)	%	$\leq 30.00$		
2	Inherent Moisture Content (ADB)	%	$\leq 20.00$		
3	Ash Content (ADB)	%	$\leq 14.00$		
4	Volatile matter (ADB):				
4.1	- Lower limit	%	$\geq 25$		
4.2	- Upper limit	%	$\leq 50$		
5	Total Sulphur Content (ADB)	%	$\leq 0.85$		
6	Hardgrove Grindability Index:				
6.1	- Lower limit		$\geq 36$		
6.2	- Upper limit		$\leq 60$		
7	Ash Fusion Temperatures (Initial Deformation)	$^{\circ}\text{C}$	$\geq 1,150$		
8	Na <sub>2</sub> O (DB)	%	$\leq 3.00$		
9	Calorific Value (NAR basis): Minimum limit	kcal/kg	$\geq 4,454$		
10	Coal size:	mm	$\leq 100$		

**Legal representative of Bidder***[full name, position, signature and seal]*

Note:

Bidder is requested to fill in this form. The filled in data shall be in accordance with Certificate(s) of Quality (Certificate of sampling and analysis) of coal proposed issued by a certified testing laboratory. Failure to comply with instructions & requirements by the Bidder will result to nonconformity of Bid Proposal.

**Form 11(c) COAL MINE PROFILE – DECLARATION FORM**

**Name of coal mine:** *[to be inserted]*

**Address of coal mine:** *[to be inserted]*

**Name of coal mine’s owner:** *[to be inserted]*

**Load Port:** *[to be inserted]*

**Address of coal mine’s owner:** *[to be inserted]*

1. Mining License	
a. Identification	<i>[to be inserted]</i>
b. Issued by	<i>[to be inserted]</i>
c. Reserve of coal mine	<i>[to be inserted]</i>
d. Validity	<i>[to be inserted]</i>
2. Export License	
a. Coal mine (name, owner, address)/Trader (name, address)	<i>[to be inserted]</i>
b. Identification	<i>[to be inserted]</i>
c. Issued by	<i>[to be inserted]</i>
d. Validity	<i>[to be inserted]</i>
3. Export amount of the coal mine (tonnes/year)	2022: <i>[to be inserted]</i> 2023: <i>[to be inserted]</i> 2024: <i>[to be inserted]</i>
4. Estimated mining productivity (tonnes/year)	2025: <i>[to be inserted]</i> 2026: <i>[to be inserted]</i> 2027: <i>[to be inserted]</i>
5. Other information of the coal mine:	
a. Coal mining duration	<i>[to be inserted]</i>

*Coal Miner and the Bidder are responsible for the accuracy of the information declared as above.*

*[Name of the Bidder’s Coal Miner] guarantees that this document is signed by the legal/authorized representative of the company and takes full responsibility on the authenticity of this document.*

**Representative of Coal Miner**

*[signature and seal ]*

Name:

Title:

Email:

Phone:

**Form 11(d) SHIPPER PROFILE – DECLARATION FORM**

**Name of Shipper:** *[to be inserted]*

**Address of Shipper:** *[to be inserted]*

**Authorized by Coal Mine:** *[to be inserted]*

1. Establishment Decision/ Business Registration Certificate	
a. Identification	<i>[to be inserted]</i>
b. Issued by	<i>[to be inserted]</i>
2. Export License	
a. Identification	<i>[to be inserted]</i>
b. Issued by	<i>[to be inserted]</i>
c. Validity	<i>[to be inserted]</i>
3. Authorization Letter from the Coal Mine for the Shipper to export coal from that mine	<i>[to be inserted]</i>
4. Long-term contract/MOU or Letter of Commitment from the Coal Owner/Coal Miner	<i>[to be inserted]</i>

*Shipper and the Bidder are responsible for the accuracy of the information declared as above. [Name of the Bidder's Shipper] guarantees that this document is signed by the legal/authorized representative of the company and takes full responsibility on the authenticity of this document.*

**Representative of Shipper**

*[signature, and seal]*

Name:  
Title:  
Email:  
Phone:

**12. Form 12****LETTER OF COMMITMENT**Date: *[insert the date of signing this letter]*To: **Duyen Hai Thermal Power Company (DHTPC)**

Whereas *[name of the Coal Miner/Coal Producer]* who is reputable supplier of Coal having the establishment at *[address of establishment]* do hereby confirm to support *[name of the Bidder]* having head office at *[address of establishment]* in providing coal for participating in the package *[name and number of the package]* with the following details:

- Product:
- Quantity: .....*(at least 500,000 tonnes/year)*
- Delivery Period: ... *(delivery period must satisfy the requirements on delivery schedule as specified in Section 2, Chapter V. Technical Requirements)*
- Loading port for export:
- Specifications of proposed coal: Specification of the coal to be specified and measured according to ASTM or ISO Standard at loading port shall be as follows:

Coal specification	Unit	Typical Specifications	Range Specification
Total Moisture (ARB)	%		
Inherent Moisture (ADB)	%		
Ash Content (ADB)	%		
Volatile Matter (ADB)	%		
Total Sulphur (ADB)	%		
Net Calorific Value (ARB)	Kcal/kg		
Hardgrove Gridability Index (HGI)			
Ash Fusion Temperatures (Initial Deformation)	°C		
Na <sub>2</sub> O (DB)	%		

*[Name of the Bidder's Coal Miner/Coal Producer]* guarantees that this document is signed by the legal/authorized representative of the company and takes full responsibility on the authenticity of this document.

This support document is valid within 3 years since the signing date of this document.

Representative of Coal Miner/Coal Producer  
*[signature and seal]*

Name:  
Title:  
Email:  
Phone:

*Note: This letter of commitment should have the letterhead of the Coal Miner/ Coal Producer.*

## 13. Form 13

## PRICE SCHEDULES

## PRICE SCHEDULE No. 1: BID PRICE

Description of Goods	Unit	Quantity	Unit Price	Total
(1)	(2)	(3)	(4)	(5)=(3)x(4)
<b>I. Foreign Portion (USD/VND)</b>				
Coal with reference Caloric Value (NAR) of 4,600 kcal/kg				
<b>II. Local Portion (VND) if any</b>				
<b>Total (I+II)</b>			(*)	

**Legal representative of Bidder**

*[Full name, position, signature and seal]*

## Notes:

- Bidders are only allowed to offer only one Bid Price for total quantity and quality with **reference CV (NAR) = 4,600 kcal/kg**.
- Currency shall be complied with ITB14 of Chapter II.
- Columns (4) (\*) refer to Price schedule No.2: Break down of Total CIF Price.
- Quantity proposed by Bidder shall be equal to quantity as specified in Form 01.
- The bidder shall quote reasonable price for the local portion. The unit prices of the foreign portion and the local portion shall be the basis for determining the value of Foreign Contractor Tax (FCT). Dishonest quotes with unusual unit prices may lead to changes in the amount of FCT to be paid and may arise related legal and financial responsibilities.  
The Purchaser shall declare and pay FCT on behalf of the foreign bidder (for bidder who is not eligible to pay tax in Vietnam) based on the Price Schedules quoted by the Bidder (after applying error correction, deviation adjustment and discounts (if any)), which will be included in the contract if the Bidder wins the bid. The Bidder shall bear any legal responsibilities and financial obligations arising in connection with the FCT of the contract according to the written opinion(s) of the competent authority(ies).
- For Bid Price of any work item, the Bidder is required to demonstrate the work with detailed unit price to meet the requirement that one work item is offered in one single currency only.
- As specified in ITB 14 of Chapter II, the Bid currency is required that:
  - + For cost accrued in Vietnam to implement this Package, Bid currency and Payment currency are in VND;
  - + For cost accrued outside Vietnam to implement this Package, Bid currency and Payment currency are in USD or VND.

For Bidder proposed both currencies, USD and VND, Bidder is requested to fill in both Prices Schedules above. Please note that:

$$\text{the total Bid Price} = \text{Bid Price in USD} + \text{Bid Price in VND}$$

For avoidance of doubt:

- + Taxes for Coal importation (value added tax, import tax, environment tax) in accordance with the law of Vietnam are to be borne by the Purchaser. If at least

one bidder participating in this tender offers coal originating from at least one country entitled to preferential import tariffs under a Trade Agreement to which Vietnam is a party (to which the import tax rate of 0% applies), then Bidders offering coal originating from the countries not entitled to preferential import tariffs under any Trade Agreements with Vietnam shall bear the import tax.

- + All other taxes and other charges howsoever measured with respect to coal supplied under this Agreement which are levied under any Law of, or demanded by any Governmental Agency (including but not limited to Company Income Tax (CIT), Foreign Contractor Tax (FCT), etc., (if any)), are to be borne by the Bidder.

**PRICE SCHEDULE No.2: BREAK DOWN OF TOTAL CIF PRICE**

Description of Goods	Total CIF Price	FOB Price (USD/ton)	Freight	Cargo Insurance
(1)	(2)=(3)+(4)+(5)	(3)	(4)	(5)
<b>I. Foreign Portion (USD/ton or VND/ton)</b>				
Coal with reference CV (NAR) of 4,600 kcal/kg				
<b>II. Local Portion (VND/ton) (if any)</b>				
<i>[to be inserted]</i>				
<b>Total (I+II)</b>				

**Legal representative of Bidder***[full name, position, signature and seal]*

## Notes:

Bidder's quotation is based on following conditions:

- The CIF price and FOB price shall be in accordance with the Incoterms 2010.
- **The proposed total FOB Price shall not be lower than 70% of the proposed Total CIF Price.**
- As specified in ITB 14 of Chapter II, the Bid currency is required that:
  - + For cost accrued in Vietnam to implement this Package, Bid currency and Payment currency are in VND;
  - + For cost accrued outside Vietnam to implement this Package, Bid currency and Payment currency are in USD or VND.
- For the purpose of the Bidding Document, Bidders are requested to quote a CIF Price included FOB price, freight, insurance (including P&I, Marine Cargo Insurance, etc.), loading port charges, unloading port charges, all taxes, fees and charges (if any) determined at 28 days prior to the deadline for submission of the Bid Proposal, except taxes related to importing coal in Vietnam (including Import tax, value added tax, environment tax) which shall be paid by the Purchase. If at least one bidder participating in this tender offers coal originating from at least one country entitled to preferential import tariffs under a Trade Agreement to which Vietnam is a party (to which the import tax rate of 0% applies), then Bidders offering coal originating from the countries not entitled to preferential import tariffs under any Trade Agreements with Vietnam shall bear the import tax.

In which:

- + FOB prices to suit the "Market Price Adjustment" formulae set down in below. All of the FOB prices offered should be linked to a specific reference NAR ('net as received') calorific value to be quoted in kcal/kg (and which must include all levies, charges and taxes that may be imposed by Government Authorities of the exporting country).

Market Price Adjustment:

$$CCP = BCP \times [ICID/ICIB]$$

Where:

- CCP = the Contract FOB Price (in US\$ or VND/Tonne, FOB) for the relevant calendar month in which delivery is made.
  - BCP = the quoted Base FOB Price (in US\$ or VND/Tonne, FOB).
  - ICID = the simple average value of the ICI 3 (GAR 5000 NAR 4600) Coal Price of Argus/Coalindo as published weekly over a month period immediately prior to the calendar month of the first date of Arrival Window of respective shipment under the applicable Delivery Schedule.
  - ICIB = the simple average value of the ICI 3 (GAR 5000 NAR 4600) Coal Price as published weekly over a month period in ..... (The month closest to the month having bid closing time) which is .... USD/ton according to the Argus/Coalindo Indonesian Coal Index Report issued on [date]
- + The Freight shall be deemed to be inclusive of all Master and crew costs (including all salaries, benefits and expenses of the Master, officers, crew and other employees of the Shipowner), insurance for vessel and P&I, vessel repair and maintenance costs, port and agent charges, brokerage fees, taxes, duties, transportation and handling costs, costs of all tugs, pilots, escorts or other support vessels, and costs and all other charges incurred in connection with the carriage of Cargos by the Shipowner.
  - + Insurance Fee is fixed price.
  - + Cargo Insurance must be fully insured for all Risks Cargo Insurance, of which the insurance coverage shall be one hundred and ten percent (110%) of the CIF-at-destination Costs of Equipment/Materials to cover losses, extraordinary losses during transportation, storage and delivery. Cargo Insurance Policies/Certificates shall be issued by an insurance company lawfully operating in Vietnam.

**14. Form 14****POWER OF ATTORNEY <sup>(1)</sup>**

[Location and date] \_\_\_\_\_

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

[- Sign the Letters of Bid;

- Sign the Consortium agreement (if any);

- Sign documents with the Purchaser during the bidding process, including the request for clarification of Bidding Documents and documents of clarification of Bid Proposals; sign requests for bid withdrawal or modification of Bid Proposal;

- Participate in contract negotiation and conclusion;

- Sign complaint letter (if any);

- Sign contract with the Purchaser if the bidder is successful] <sup>(2)</sup>.

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

The Power of Attorney is effective from \_\_\_\_\_ [date] to \_\_\_\_\_ [date]<sup>(3)</sup> and is made into \_\_\_\_\_ copies with equal legal value. \_\_\_\_\_ copies are kept by the authorizer, and \_\_\_\_\_ copies are kept by the authorized person.

**Authorized person**

[Full name, position, signature and seal  
(if any)]

**Authorizer**

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

Notes:

(1) The original of the Power of Attorney shall be sent to the Purchaser in conjunction with the Letter of Bid as prescribed in ITB 19.3. The Bidder's legal representative may authorize their deputies, subordinates, directors of branches, and 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 may not authorize another person.

(2) The area of competence of authorization shall include one or multiple tasks above.

(3) Insert the effective date and expiration date of the Power of Attorney in conformity with the bidding process.

**15. Form 15**  
**Form 15(a)**

**BIDDER INFORMATION FORM**  
**BIDDER INFORMATION FORM**

1. Bidder's name: ___ <i>[insert Bidder's full name]</i>
2. Country of Registration of bidder: _____ <i>[[insert country of establishment]</i> Place of business registration and operation: ___ <i>[insert province/city where the Bidder registers and operate business]</i>
3. Year of establishment: ___ <i>[insert year of establishment]</i>
4. Bidder's legal address in Country of Registration: ___ <i>[insert address at the country where the Bidder registers ]</i>
5. Bidder's legal representative information Name: Address: Telephone/Fax: Email Address:
6. Attached are copies of original documents of: Certificate of Enterprise registration, Establishment Decision or equivalent documents issued by competent agencies in the country where the Bidder operates.
7. Diagram of organizational structure of the Bidder: <i>[insert information]</i>

**Form 15(b) CONSORTIUM PARTNER INFORMATION FORM <sup>(1)</sup>**

1. Bidder's name: ____ <i>[insert Bidder's full name]</i>
2. Name of consortium member: _____ <i>[insert consortium member's full name]</i>
3. Country of Registration of consortium member: _____ <i>[[insert Country where the consortium member is registered]</i> Place of business registration and operation: ____ <i>[insert province/city where the Bidder registers and operate business]</i>
4. Year of establishment of consortium member: ____ <i>[insert year of establishment]</i>
5. Consortium member's legal address in Country of Registration: ____ <i>[insert address at the country where the consortium member registers]</i>
6. Consortium member's legal representative information Name: Address: Telephone/Fax: Email Address:
7. Attached are copies of original documents of: Certificate of Enterprise registration, Establishment Decision or equivalent documents issued by competent agencies in the country where the Consortium member operates.
8. Diagram of organizational structure of the Consortium member: <i>[insert information]</i>

Notes:

(1) Each member in the consortium shall fill in this form.

## **PART 2. TECHNICAL REQUIREMENTS**

### **Chapter V. Technical Requirements**

#### **Section 1. Introduction**

The total amount of coal to be supplied under this procurement is one point five (1.5) million metric tonnes. Supply of Sub-Bituminous thermal coal is in accordance with the subsequent provisions of the Bidding Documents.

The Delivery Port (Discharge Port) will be at Duyen Hai Power Complex located at Mu U hamlet, Duyen Hai ward, Vinh Long province, Vietnam.

- The nominated Discharge Port is at Duyen Hai seaport, which is located in Mu U Hamlet, in Duyen Hai ward, Vinh Long Province, Vietnam.
- The jetty and ship unloading facilities for Duyen Hai 3 and Duyen Hai 3 Extension TPPs, taking account of port constraints, is designed to accommodate bulk carriers built according to general marine industry standard, i.e. single deck vessel with side sliding hatch covers. With tide, the Discharge Port will be able to accommodate bulk carriers up to 30,000 DWT (depends on sedimentation situation at Duyen Hai seaport) with suitable draft for access .
- Some reference information of Coal Jetty No.1 and No.2 is as follows:
  - ✓ Jetty No.1:
    - + Coal jetty with 190m length;
    - + There is a breakwater at the North with length of 3,900m and a breakwater at the South with length of 2,400m.
    - + On the coal jetty, two (02) Continuous Ship Unloaders (CSU) are provided (see attachment of CSU's specification).
  - ✓ Jetty No.2:
    - + Coal jetty with 227m length;
    - + There is a breakwater at the North with length of 3,900m and a breakwater at the South with length of 2,400m.
    - + On the coal jetty, two (02) Grab Ship Unloaders (GSU) are provided (see attachment of GSU's specification).

## **Section 2. Delivery schedule**

The delivery schedule shall be in accordance with actual commercial operation schedule of Duyen Hai 3 and Duyen Hai 3 Extension TPPs. The tentative delivery schedule is as follows:

<b>Delivery schedule at Duyen Hai Discharge Port</b>	<b>Coal quantity</b>	<b>Allocation to Duyen Hai 3</b>	<b>Allocation to Duyen Hai 3 extension</b>
From December 2025	50,000-150,000 tonnes per month	700,000 tonnes	300,000 tonnes
From January 2026 to June 2026	100,000-150,000 tonnes per month		
From July 2026 to September 2026	50,000-150,000 tonnes per month		
<b>Total</b>	<b>1,000,000 tonnes</b>	<b>700,000 tonnes</b>	<b>300,000 tonnes</b>

Details of delivery schedule for each shipment shall be finalized during contract negotiation. Bidder is requested to carefully study and comply with the following hereafter:

- Quantity in aggregation proposed by Bidder shall be equal to quantity as specified above.
- Upon the Purchaser requirement (if any), the Bidder shall deliver coal to Purchaser at Discharge Port within 20 days after Contract Effective Date and receiving Purchaser notification.

### Section 3. Technical requirements

#### 3.1. Technical requirements of coal

a) **Technical specifications of coal:** Coal offered shall meet all of the Required Specifications specified below:

No.	Coal specification	Required Specifications
1	Total Moisture Content (ARB)	$\leq 30.00\%$
2	Inherent Moisture Content (ADB)	$\leq 20.00\%$
3	Ash Content (ADB)	$\leq 14.00\%$
4	Volatile matter (ADB) - Lower limit - Upper limit	$\geq 25\%$ $\leq 50\%$
5	Total Sulphur Content (ADB)	$\leq 0.85\%$
6	Hardgrove Grindability Index: - Lower limit - Upper limit	$\geq 36$ $\leq 60$
7	Ash Fusion Temperatures (Reducing Initial Deformation)	$\geq 1,150^{\circ}\text{C}$
8	Net Calorific Value (NAR basis, constant pressure) - Minimum limit	$\geq 4,454 \text{ kcal/kg}$
9	Na <sub>2</sub> O (DB)	$\leq 3.00\%$
10	Coal size - Maximum of coal size	$\leq 100 \text{ mm}$

#### b) Coal Eligibility:

Coal to be supplied by the Bidder shall be entirely from a single mine. Supply of coal for any shipment from more than one mine is not allowed.

Coal offered by the Bidder shall meet requirements on Coal Eligibility. The Purchaser shall evaluate each coal mine proposed by the Bidder. The Bidder shall be deemed to satisfy the Coal Eligibility requirements if it has at least one (01) proposed coal mine meeting all conditions specified in b1, b2, b3, b4 and b5 below:

**b1) There are Declaration Forms (original) for the proposed coal mine**, including Form 11(a) – Country of Origin, Form 11(b) – Coal specifications and Form 11(c) - Coal mine profile. All Forms must be filled out completely and comply with the instruction and requirement for each Form specified in Chapter IV. Bidding form.

**b2) There are three (03) full set of shipping documents (original or notarized copies)** of three (03) cargoes that originate from the proposed coal mine, including B/L, COO, Certificates of Quality (Certificate of sampling and analysis) from 2022 onwards to prove that the proposed coal meets the requirements on technical specifications as specified in Section 3.1(a), Chapter V, except for maximum coal size. The shipping documents must show that coal is supplied from the proposed coal mine, otherwise, the Bidder must provide supporting documents to prove that coal is supplied from the proposed coal mine.

**b3) There are documents related to the proposed coal mine, including:**

- i) A set of documents (original or notarized copies) including Export License (ET), mining business license (IUP), must (i) remain valid for at least three (03) months from the bid closing date, and (ii) bear the same name. In case coal is sourced from any countries other than Indonesia, equivalent documents shall be submitted accordingly.
- ii) In case the Bidder is not Coal Owner/ Coal Miner, for each proposed coal mine, the Bidder shall provide:
  - Long-term contract or Memorandum of Understanding (MOU) signed between the Coal Owner/Coal Miner and the Bidder (original or notarized copies); or
  - Long-term contract/MOU signed between the Coal Owner/Coal Miner and a commercial company (hereinafter referred to as “Shipper”) which is authorized to supply coal from such proposed coal mine, together with Long-term contract/MOU signed between the Shipper and the Bidder (original or notarized copies); or
  - Letter of Commitment (original) issued by the Coal Owner/Coal Miner for the Bidder as Form 12.

**b4)** The total coal quantity committed in the Long-term contract/MOU/Letter of Commitment specified in b3(ii) of total coal mines meeting the conditions stated in b1, b2, b3 above must satisfy the requirements on coal quantity as specified in Form 01, Chapter IV. Bidding Form, and delivery period must satisfy the requirements as specified in Section 2, Chapter V. Technical Requirements. Besides, the coal specifications committed by the Coal Owner(s)/Coal Miner(s) and Shipper(s) (if any) must satisfies the technical requirements as specified in Section 3.1(a), Chapter V. Technical Requirements, except for maximum coal size.

**b5) Mining productivity:**

Total mining productivity per year (2025, 2026, 2027) specified in Form 11(c) of total coal mines meeting the conditions stated in b1, b2, b3, b4 above must reach 1.5 million tonnes as minimum.

**c) Requirements for Shipper (if any):**

If the proposed coal mine supplies coal through a Shipper: the bidder is required to declare Shipper(s) in Form 11(d) (original) and submit Shipper's documents (original or notarized copies) including:

- Establishment Decision/ Business Registration Certificate or equivalent document;
- Export License (ET) being valid for at least three (03) months from the bid closing date;
- Authorization Letter from the Coal Owner/Coal Miner for the Shipper to export coal from that mine; or Long-term contract/MOU between the Coal Owner/Coal Miner and the Shipper or Letter of Commitment issued by the Coal Owner/Coal Miner for the Shipper to perform the bid package as specified in Section 3.1.b3 (ii).

If the Bidder fails to declare and provide documents about Shippers as requested above, such Shippers will not be considered during the bid evaluation.

### 3.2. Coal transportation requirements

#### 3.2.1. Transportation Methodology

Bidder is requested to make survey, collect all necessary information at Discharge Port area at Bidder's cost to prepare by themselves and be responsible for coal transportation methodology to ensure the coal transportation methodology in accordance with existing situation of Duyen Hai Port including but not limiting to vessel deadweight, maximum beam, and maximum overall length, and access route (draft). The Bidder may elect to transfer coal by direct shipment (delivery method utilizing a Vessel for Direct Shipment in a single voyage from Load Port to Discharge Port at Duyen Hai) or transshipment shipment (the delivery method whereby a Mother Vessel firstly carries coal from Load Port to Transshipment Anchorage, then unloads such coal to Vessel for Transshipment(s); such Vessel for Transshipment(s) then proceeding to deliver coal from the Transshipment Anchorage to the Discharge Port).

#### 3.2.2. Vessel for Direct Shipment and Vessels for Transshipment

##### - Vessels for Transshipment specifications:

At the Bidder's proposal/option, the Bidder can use either vessels or barges for its Vessels for Transshipment to transport coal from Load Port and/or Transshipment Anchorage to Discharge Port.

Vessels/barges with one of the following specifications shall not be allowed to receive at Duyen Hai port:

- + Tonnage < 4000 tons;
- + Not oceangoing, seaworthy, not a single deck and bulk carrier;
- + Not classed as Lloyd's Classification 100 A1 or otherwise does not contain the name of the classification societies in the certificate to be issued by the shipping company;
- + Not covered by hull insurance and P&I insurance provided by a reputable maritime insurance provider;
- + Fly a flag prohibited by the Government of Vietnam;
- + Not free of any encumbrances, disputes, claims or legal actions which may affect the performance of Vessel during the carriage of the shipment;
- + Having derrick;
- + Holds/hatches opening having size less than 13m\*13m (with cargo loaded) and are dangerous for unloading (except arriving at auxiliary jetty);
- + Single-hull vessels having vertical keel extended to the bottom of the cargo hold and horizontal keel exposed in the hold;
- + The registration certificate issued by competent authorities is not valid (up to the time of receiving the vessels/barges to Duyen Hai port).
- + Vessels/barges which are not periodically inspected and repaired: there is no maintenance/repair in the last 36 months up to the time of receipt to Duyen Hai port (there is no minutes or acceptance document for completion of maintenance and repair); At the time of queuing, vessels/barges having the next time of maintenance/repair in less than 03 months.

- + Vessels/barges with shelf life being expired in accordance with the laws of Vietnam (if any).

**Requirement on nominated vessel for transshipment shipment (“Nominated Vessel for Transshipment”):**

Quantity of Cargo	Minimum Nominated Vessel for Transshipment	
	≥ 18,000 DWT	5,000 DWT to under 18,000 DWT
Under 60,000 tons	2	To be nominated
From 60,000 to 80,000 tons	3	To be nominated
Above 80,000 tons	4	To be nominated

In the alternative, the Seller shall be deemed to have complied with the requirement under this Clause 2.2.2 if at least 75% of the cargo carried by each Mother Vessel was delivered by a Nominated Vessel for Transshipment with dead weight tonnage of ≥ 18,000 DWT.

In case the Seller fails to comply with the above requirement, the Purchaser reserves the right to reject the Nominated Vessel for Transshipment and select a substitute transshipment vendor which has enough capabilities to supply the qualified Vessel for Transshipment; all extra costs to select the substitute vendors and any demurrage of the respective Vessel for Transshipment provided by alternate vendor shall be to Seller’s sole account. For avoidance of doubt, in the event that the Seller fails to comply with the above requirements, demurrage shall not be applied for Vessels for Transshipment with dead weight tonnage of < 18,000 DWT.

No later than fifteen (15) Business Days from the date on which the Seller receives notice from the Purchaser setting out details of the Purchaser's costs and expenses as described in above, the Seller shall make payment to the Purchaser's account by Telegraphic Transfer Remittance (T/T) or the Purchaser shall have the right to make a demand on and deduct from Performance Bond if the payment is not timely paid by the Seller.

The Purchaser will select the substitute transshipment vendor through calling for competitive quotations by at least 2 vendors to guarantee the competitiveness, transparency and minimize all the arising costs for the Seller. However, the selection of substitute transshipment vendor shall not release the Seller from any of its delivery obligations under the CSA of this package.

**- Vessels for Direct Shipment specifications:**

Vessels/barges with one of the following specifications shall not be allowed to receive at Duyen Hai port:

- + Tonnage < 4000 tons;
- + Not oceangoing, seaworthy, not a single deck and bulk carrier;
- + Not classed as Lloyd’s Classification 100 A1 or otherwise does not contain the name of the classification societies in the certificate to be issued by the shipping company;
- + Not covered by hull insurance and P&I insurance provided by a reputable maritime insurance provider;

- + Fly a flag prohibited by the Government of Vietnam;
- + Not free of any encumbrances, disputes, claims or legal actions which may affect the performance of Vessel during the carriage of the shipment;
- + Having derrick;
- + Holds/hatches opening having size less than 13m\*13m (with cargo loaded) and are dangerous for unloading (except arriving at auxiliary jetty);
- + Single-hull vessels having vertical keel extended to the bottom of the cargo hold and horizontal keel exposed in the hold;
- + The registration certificate issued by competent authorities is not valid (up to the time of receiving the vessels/barges to Duyen Hai port).
- + Vessels/barges which are not periodically inspected and repaired: there is no maintenance/repair in the last 36 months up to the time of receipt to Duyen Hai port (there is no minutes or acceptance document for completion of maintenance and repair); At the time of queuing, vessels/barges having the next time of maintenance/repair in less than 03 months.
- + Vessels/barges with shelf life being expired in accordance with the laws of Vietnam (if any).

## **PART 3. CONTRACT FORMS**

### **Chapter VI. Contract Forms**

This Chapter includes the forms that are integral parts of the Contract upon completion. Forms of Performance Security shall be filled by the successful Bidder after it awards the Contract.

Form 16. Notification of contract award

Form 17. Contract Agreement

**1. Form 16**

**NOTIFICATION OF CONTRACT AWARD**

[Location] \_\_\_\_\_, [date] \_\_\_\_\_

To: \_\_\_\_\_ [*insert name and address of the successful Bidder, hereinafter referred to as “the Bidder”*]

Re: Notification of contract award

Pursuant to Decision No. \_\_\_\_\_ dated \_\_\_\_\_ of the Purchaser [*insert the Purchaser’ name*], (hereinafter referred to as “the Purchaser”) in terms of approval for result of selection of contractor for \_\_\_\_\_ [*insert name of procurement*], the Purchaser accept the bidding documents and award the Contract to the Seller for \_\_\_\_\_ [*insert name and number of procurement. If the procurement is divided into several parts, name and number of the selected part by the Seller shall be stated*] with the Contract Price: \_\_\_\_\_ [*insert the successful bid as specified in the Decision of approval for the contract selection*] and within: \_\_\_\_\_ [*insert the Contract duration as specified in the Decision of approval for the contract selection*].

The legal representative of the Seller is requested to complete and enter into the Coal Supply Agreement with the Purchaser according to the following plan:

Time for completion and sign the Contract: \_\_\_\_\_, in/at \_\_\_\_\_; enclosed with the Draft Contract.

The Seller is requested to carry out the Performance Security as prescribed in Schedule 11 of Chapter VI - Contract Forms included in the invitation for bid with an amount of \_\_\_\_\_ and valid time \_\_\_\_\_.

This Notification is an integral part of the Contract. Upon the receipt of this Notification, the Seller must send us a Notification of acceptance of the Contract conclusion and carry out the Performance Security as required at the current capacity of the Seller. The Purchaser shall reject the Contract conclusion with the Seller if the capacity of the Seller fails to satisfy the requirements of the procurement.

If the Seller fails to conclude or refuse to conclude the Contract or carry out the Performance Security in conformity with the above requirements, the Seller shall be rejected and returned the bid security.

**Legal representative of the Purchaser**

[*Full name, position, signature and seal*]

Enclosed: Draft Coal Supply Agreement.

**2. Form 17**

**COAL SUPPLY AGREEMENT (CSA)**