

BIDDING DOCUMENTS



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Procurement's name: Provision of Inspection and Mechanical Integrity Assessment Services for Fired Heaters according to Purchase Requisition No. 109/1100003264/ĐH-KTTB

Issued on:

Purchaser



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ABBREVIATIONS

PR1402	Binh Son Refining and Petrochemical Joint Stock Company Procurement Regulations, issued under Decision No. 1402/QĐ-BSR dated April 22, 2025
BSR	Binh Son Refining and Petrochemical Joint Stock Company
BOD	Board of Directors
ITB	Instructions to Bidders
BDS	Bid Data Sheet
CC	Contract Conditions
VND	Vietnamese Dong
Bid Closing Date	The official date and time at which bid submission is closed



Part I. BIDDING PROCEDURES

Chapter I. Instructions to Bidders.

A. GENERAL

Section 1. Scope of Bid

1. The Purchaser, as specified in the Bid Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in **Part II - Supply Requirements**, in compliance with the Procurement Regulations (PR1402) of Binh Son Refining and Petrochemical Joint Stock Company (BSR), issued under Decision No. 1402/QĐ-BSR dated April 22, 2025.

2. The name and number of lots (if the procurement is divided into independent lots) of the procurement are provided in the BDS.

3. The contract execution period shall be specified in the BDS.

Section 2. Sources of Funds

Sources of Funds to be used for the procurement are specified in the BDS.

Section 3. Fraud and Corruption

1. Corrupt practice.

2. Take advantage of positions, powers aiming to interfere illegally in a procurement process or the execution of a contract.

3. Collusive practice, including the following acts:

a) Arranging, conspiring, or coercing one party or parties to prepare or withdraw bidding documents so that one party may win bid;

b) A bidder who meets the technical and experience requirements deliberately refrains from submitting evidence of their qualifications when requested by the Procuring Entity to facilitate another bidder's selection.

4. Fraudulent practice, including the following acts:

a) Forging or falsifying information or documents during bid submission;

b) Intentionally providing untruthful or biased information or documents in the Bid Submission to distort the Bid Evaluation Result.

5. Interference, including the following acts:

a) Destroying, cheating, changing, hiding proof or reporting contrary to the truth; threatening, or suggesting with any Bidder with the aim to prevent the clarification of corrupt, fraudulent or collusive practice with authorities in charge of supervisions, inspections and audit;

b) Obstructing the Purchaser or Bidders during the contractor selection process;



c) Obstructing authorized agencies from supervising, inspecting, auditing the contractor selection process;

d) Deliberately lodging false complaints, accusations, or petitions to hinder the contractor selection process;

6. Failure to ensure fairness and transparency, including the following acts:

a) The Purchaser makes a Bid as a Bidder or perform tasks of a Bidder for its own Invitation for bids;

b) Formulating and assessing the Bidding Documents of the same procurement;

c) Engaging in evaluation of the Bidding Documents and assessing the results of Bidder selection of the same procurement;

d) Any individual of the Purchaser, Expert Group, or Appraisal Committee participates in the Bidder selection process, where the bidder or legal representative of the bidding entity has a family relationship (his or her natural parent, parent-in-law, spouse, natural child, adopted child, son or daughter-in-law or sibling);

e) Any individual makes a bid in his/her name for the procurement of a project whose Company is his/her workplace within 12 months, from the date on which he/she quits his/her job from such workplace;

g) A supervision consultant also concurrently acting as an independent verification consultant for the same package.

7. Disclosing documents or information regarding the Bidder selection process prior to the official announcement or issuance as prescribed, or disclosing other documents determined to contain state secrets under the law.

8. Bid transfer, including the following acts:

a) Any Bidder transfers to another Bidder more than 10% of the contract value (after deducting the value of designated subcontractors or special subcontractors)..

b) The Purchaser approves such assignment as specified in point (a), except in justified cases approved by the Competent person during contractor selection result approval.

Section 4. Eligible Bidders

1. A bidder that is an organization shall be considered legally eligible if it satisfies all of the following conditions:

a) **For domestic bidders:** the bidder must be an enterprise, cooperative, union of cooperatives, cooperative group, public service unit, or an economic organization with foreign-invested capital, duly established and operating in accordance with the laws of Vietnam; **For foreign bidders:** the bidder must be duly established and operating in accordance with the laws of the country of its incorporation;

b) The Bidder is keeping independent accounting records;

c) The Bidder is not in the process of dissolution or subject to revocation of its enterprise registration certificate, cooperative registration certificate, union of cooperatives



registration certificate, or cooperative group registration certificate; and it is not undergoing insolvency or bankruptcy proceedings in accordance with applicable laws on bankruptcy;

d) The Bidder is not currently subject to any ban from participating in bidding as per the PR;

e) The Bidder is not under criminal investigation or prosecution;

g) The Bidder is listed on the Shortlist (applicable in cases where a shortlist is used).

2. A bidder that is a household business shall be considered legally eligible if it satisfies all of the following conditions:

a) The bidder holds a valid household business registration certificate in accordance with applicable laws;

b) The bidder is not in the process of ceasing operations or having its registration certificate revoked; and the owner of the household business is not under criminal investigation or prosecution;

c) The bidder meets the conditions specified in Points d and g, Clause 1 of this Section.

3. A bidder that is an individual shall be considered legally eligible if he/she satisfies all of the following conditions:

a) The bidder has full legal capacity in accordance with the laws of the country of which he/she is a citizen;

b) The bidder holds a relevant professional certificate where required by law;

c) The bidder meets the conditions specified in Points d and e, Clause 1 of this Article.

Section 5. Contents of Bidding Documents

1. The Bidding Documents consist of the following Parts in conjunction with any Addendum issued in accordance with ITB Section 7, (if any):

Part 1. Bidding Procedures

- Chapter I. Instructions to Bidders (ITB);
- Chapter II. Bid Data Sheet (BDS);
- Chapter III. Evaluation and Qualification Criteria;
- Chapter IV. Bidding Forms.

Part 2. Supply requirements - Chapter V. Scope of supply.

Part 3. Conditions of Contract and Contract Forms:

- Chapter VI. Contract;
- Chapter VII. Contract Forms.

Part 4: Evaluation Criteria and Instruction for Online Submission.

1. The Invitation to Bid (for open bidding) or the Letter of Invitation (for restricted



bidding) issued or provided by the Purchaser shall not form part of the Bidding Documents.

2. The Purchaser shall not be held responsible for the accuracy or completeness of the Bidding Documents, any clarifications thereto, pre-bid meeting minutes (if any), or amendments issued pursuant to Section 7 of the ITB, if such documents are not provided directly by the Purchaser.
3. The Bidder is required to study all instructions, forms, scope of supply requirements, and other conditions specified in the Bidding Documents to prepare their Bids.

Section 6. Clarification of Bidding Documents

1. A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing or ask questions in the pre-bidding convention (if any). The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than a given days prior to the bid closing time as specified in BDS. The Purchaser shall forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. 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 Section 7.

2. The Purchaser may hold a pre-bidding convention to discuss any clarification required by Bidders where necessary. The discussion shall be recorded by the Purchaser in writing, made in the form of Clarification of Bidding Documents and forward to every Bidder that acquires the Bidding Documents. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a pre-bidding convention, it shall do so following the procedure under ITB Section 7, the minutes of the pre-bidding convention is different from the addendum of Bidding Documents. Absence from the pre-bidding convention is not a reason for disqualifying the Bidder.

Section 7. Amendment of Bidding Documents

1. At any time prior to the bid closing time, the Purchaser may amend the Bidding Documents by issuing addendum.

2. Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from the Purchaser and shall be published on the BSR website (<http://www.bsr.com.vn>).

3. Each addendum shall be sent to all Bidders who have obtained the Bidding Documents directly from the Purchasers within a given time as specified in the BDS. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may extend the bid closing time, pursuant to ITB Section 21.2. The Bidder must notify the Purchaser of the receipt of the addendum in writing, by post, by fax or email.

Section 8. Cost of Bidding



The Invitation to Bid shall be published on the website of BSR (<http://www.bsr.com.vn>) and on the National Bidding Network System. The Bidder shall bear all costs associated with the preparation and submission of its bid. The Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

Section 9. Language of Bid

The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English or English and Vietnamese. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English/Vietnamese. In case of absence of the translation, the Purchaser may request the Bidder to supplement when necessary.

Section 10. Documents comprising the Bid The Bid shall comprise the following:

1. Bid Submission Form, in accordance with ITB Section 11.
2. Joint venture agreement (for any Bidder in a joint venture) using form No. 03 Chapter IV - Bidding Forms.
3. Bid Security, in accordance with ITB Section 18.
4. Documentary evidence in accordance with ITB Section 16 establishing the Bidder's qualifications to perform the contract if its bid is accepted.
5. Technical Proposal and Related documentary evidence in accordance with ITB Section 15.6. Alternative Technical Proposal, in accordance with ITB Section 12;
7. Price Schedules and Tables, in accordance with ITB Section 11 and Section 13.
8. Any other document specified in the **BDS**.

Section 11. Bid Submission Form and Tables

The Bidder shall submit the Bid Submission Form and equivalent Tables using the forms furnished in Chapter IV - Bidding Forms.

Section 12. Alternative Technical Proposal

1. If the Bidder may make Alternative Technical Proposal as prescribed in the BDS of the Bidding Documents, the new Proposal shall be considered.
2. The Alternative Technical Proposal shall only be considered if it 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 and other relevant information in order the Purchaser to evaluate the Alternative Technical Proposal. The evaluation of Alternative Technical Proposal in the Bid shall comply with Section 5 of Chapter III - Evaluation and Qualification Criteria.

Section 13. Bid Prices and Discounts

1. Bid price means the price to be quoted in the Bid Submission Form, including the total price of the bid (excluding any discounts offered), in accordance with Part 2 – Supply



requirements.

The Bid Price quoted by the Bidder shall include all taxes, fees and charges (if any) determined at 28 days prior the bid closing time. In case the Bid Price is not inclusive of taxes, fees and charges (if any), the Bid of the Bidder shall be rejected..

2. The Bidder shall submit the Bid with all lots and items specified in ITB Section 1 and the Bid unit price and amount of all lots and items using the forms prescribed in Chapter IV – Bidding forms.

In case Good or Service is not priced (leave blank or insert “0”) in the columns “Unit Price” and “Total Price”, it’s price deem to be allocated to another Good or Service of the procurement.

3. Discount offered by the Bidder shall be written on a separate Letter of Discount. The Bidder shall specify the discounting method and discounted items mentioned in the scope of work. If discounting method is not specified, it will be understood all items mentioned in the scope of work receive equal discounts. The Letter of Discount may be submitted separately or together with the Bid as long as it is received by the Purchaser before the bid closing time. Any Letter of Discount separately submitted shall comply with ITB Sections 20.2 and 20.3. The Letter of Discount shall be preserved as part of the Bid and opened together with the Bid at the bid opening.

4. In case the Bid contains abnormal unit prices, the Purchaser may request the Bidder to clarify these unit prices in accordance with ITB Section 26.5. 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. If the Bidder proposes a discount, the discounting method and discounted items shall be specified in accordance with ITB Section 13.5.

6. If the Bidder detect the inaccuracy in quantity of the items mentioned in the tables under Section IV. Bidding Forms in comparison with the requirements prescribed in Section 1 of Part 2 – Supply Requirements, the Bidder may notify the Purchaser of making a separate Price Schedule of the inaccurate quantity which may not be included in the Bid Price.

Section 14. Bid currency and Payment currency

The Bid currency is USD for foreign bidder and VND for domestic bidder.

The Payment currency payment is USD for foreign bidder and VND for domestic bidder, or another currency in accordance with applicable laws.

The bidding price shall be converted to USD for purpose of financial evaluation and ranking, at the selling rate of JOINT STOCK COMMERCIAL BANK FOR FOREIGN TRADE OF VIET NAM (Vietcombank) announced as of bid closing time.

Section 15. Documents Establishing the Conformity of the Goods and Related Services

1. To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Chapter V –



Scope of Supply.

2. The documentary evidence 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, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of Chapter V - Scope of Supply.

3. Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in Chapter V - Scope of Supply, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Chapter V - Scope of Supply.

Section 16. Documents Establishing the Qualifications of the Bidder 1. The Bidder shall fill essential information in the forms mentioned in Chapter IV – Bidding Forms to establish the Bidder's qualifications to perform the contract in accordance with Chapter III - Evaluation and Qualification Criteria. The Bidder shall prepare original documents for verification at the request of the Purchaser.

2. Documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall comply with the BDS.

Section 17. Period of Validity of Bids

1. Bids shall remain valid for the period which is not shorter than the period specified in the BDS. A bid valid for a shorter period shall be rejected by the Purchaser as non responsive.

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 bids. If a Bid Security is requested, it shall also be extended for a corresponding period (equivalent to the extended validity period plus 30 days). If the Bidder refuse the request, its Bid shall not be kept considering and the Bid Security shall be returned. The Bidder accepting the request may not change any content of the Bid. The request and the responses shall be made in writing.

Section 18. Bid Security

1. When submitting a bid, the Bidder shall furnish a Bid Security before the bid closing time in the form of either a deposit or a letter of credit or a bank guarantee from a bank or credit institution or a foreign bank branch lawfully operating in Vietnam. The bank guarantee shall comply with form No. 04(a) and 04 (b) of Chapter IV – Bidding Forms. In the event that the validity period of the bid is extended as prescribed in ITB Section 18.2, the Bid Security is also extended with the same validity period.

If a joint venture make a bid, it may perform the Bid Security following one of two methods below:

a) Every member in joint venture may perform separate Bid Security provided that



total value of the Bid Security is not lower than that mentioned in ITB Section 18.2; if the Bid Security is not valid, the Bid of the joint venture shall be rejected as non-responsive. If any member in joint venture violates law on bidding leading its Bid Security is not returned as prescribed in ITB Section 18.5, and the Bid Security of all members in joint venture shall not be returned.

b) If all joint venture members conclude an agreement in which one member will be responsible for its Bid Security or for Bid Security of other members in joint venture. The Bid Security shall be in the name of the joint venture or the joint venture member in charge provided that the total value is not lower than that mentioned in ITB Section 18.2.

2. Value, currency and validity period of the Bid Security shall be specified in the BDS.

3. A Bid Security shall be not considered valid if it does not comply with the Bid Security Form prescribed in Section IV – Bidding Forms and falls under any of the following cases: have lower value, shorter validity period as required in ITB Section 18.2, inaccurate the Purchaser’s name (beneficiary), non-original paper and Issued before the date of issuance of the Bidding Documents or accompanied by conditions that are disadvantageous to the Purchaser.

4. The unsuccessful Bidder shall be either returned or released the Bid Security within the deadline as prescribed in the BDS, from the date on which the notification of the Bidder selection is sent. With regard to the successful Bidder, the Bid Security shall be returned or released after the Contract becomes effective, except for cases stipulated in ITB Section 18.5.

5. The Bid Security shall not be returned in one of the following cases:

a) The Bidder withdraws the Bid or issues a written refusal to perform one or more of the works proposed in the Bid as required by the Bidding Documents after the bid closing date and during the validity period of the Bid;

b) The Bidder violates the PR1402 leading to contract cancellation as prescribed in ITB Section 33;

c) The successful Bidder fails to provide the performance security as required in ITB Section 38;

d) The Bidder does not proceed or refuses to proceed with contract finalization within 20 days from the date of receiving the invitation notice to finalize the contract from the Purchaser, or having finalized the contract but refuses to sign the contract finalization minutes, except in cases of force majeure;

e) The Bidder fails to sign the contract within the timeframe specified in the Purchaser’s Notice of Award from the date of contract finalization completion, except in cases of force majeure.

Section 19. Format and Signing of Bid

1. The Bidder shall prepare one original of the documents comprising the bid as described in ITB Section 10 and a number of photocopies of the Bid as prescribed in the BDS. The cover of the documents comprising the bid shall be clearly marked “ORIGINAL” OR “COPY”.



If there any is amendments to or replacement for the Bid, the Bidder shall prepare one original and a number of photocopies of the Bid as prescribed in the BDS. The cover of documents shall be clearly marked “ORIGINAL MODIFICATION”, “COPY MODIFICATION”, “ORIGINAL SUBSTITUTION”, and “COPY SUBSTITUTION”.

If there is an Alternative Technical Proposal in the Bid as prescribed in ITB Section 12, the Bidder shall prepare one original and a number of photocopies of documents as prescribed in the BDS. The cover of documents shall be clearly marked “ORIGINAL OF ALTERNATIVE TECHNICAL PROPOSAL”, “COPY OF ALTERNATIVE TECHNICAL PROPOSAL”..

2. The Bidder shall be responsible for ensuring consistency between the original documents and their copies. In cases where discrepancies between an original and its copy do not change the order of ranking of Bidders, the Procuring Entity shall base its evaluation on the original. In cases where discrepancies between an original and its copy result in an evaluation outcome based on the original that differs from the evaluation outcome based on the copy and change the order of ranking of Bidders, the Bidder’s Proposal shall be rejected.

3. The original of the bid shall be typed or written in indelible ink and have page numbers. Bid Submission Form, 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 No. 02 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.

4. If the Bidder is a joint venture, the Bid must bear the signatures of legal representatives or all joint venture members or the member that represents the joint venture according to the joint venture agreement. In order to ensure that all joint venture members are legally bound, the joint venture agreement must bear the signatures of legal representatives of all joint venture members.

5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

Section 20. Sealing and Marking of Bids

1. The bid envelope contain the original and the copies and clearly mark it “BIDS”.

If there is any revision or replacement of the bid, the modified or alternative documents (including the original and the copies) shall be put into separate envelopes and clearly mark it “MODIFICATION”, “SUBSTITUTION”.

If the Bidder has an alternative Technical Proposal which conclude technical proposal and price proposal, it shall be put into a separate envelope and clearly mark it “ALTERNATIVE TECHNICAL PROPOSAL”.

These envelopes, including Bid, Modification, Substitution (if any); Alternative Technical Proposal (if any), shall be sealed. The sealing of envelopes shall comply with regulations provided by the Bidder.



2. The outer envelopes shall:

- a) Bear the name and address of the Bidder;
- b) be addressed to the Purchaser in accordance with ITB;
- c) bear the name of the procurement in accordance with ITB.

3. If the envelopes are not sealed or the seals thereof are lost during the process they are transferred to the Purchaser, or they are not marked as required in ITB Sections 19.1. and 19.2, the Bidder shall be responsible for those violations. The Purchaser will assume no responsibility for the confidentiality of the bid if the Bidder fails to comply with above regulations.

Section 21. Deadline for the submission of bids

1. Bids must be received by the Purchaser at the address or via the Purchaser's bidding system and no later than the bid closing time specified in the BDS. The Purchaser shall receive Bids of all Bidders submitted before the bid closing time, including those who have bought or received the Bidding Documents from the Purchaser. Any Bidder that has not bought the Bidding Documents must pay the Purchaser an amount equal to the selling price for a set of Bidding Documents before their Bid envelopes are received (For the Bidding Documents issued with a fee).

2. The Purchaser may extend the bid closing time by amending the Bidding Documents in accordance with ITB Section 7, 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.

Section 22. Late Bids Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected and returned unopened to the Bidder.

Section 23 Withdrawal, Substitution, and Modification of Bids

1. A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by a legal representative or an authorized representative, and shall include a copy of the Power of Attorney in accordance with ITB Section 19.3. The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

a) submitted in accordance with ITB Sections 19 and 20, and in addition, the respective envelopes shall be clearly marked "MODIFICATION", "SUBSTITUTION", or "WITHDRAWAL"; and b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Section 21.

2. Bids requested to be withdrawn in accordance with ITB Section 23.1 shall be returned unopened to the Bidders.

3. No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

Section 24. Bid Opening 1. Except for cases prescribed in ITB Sections 22 and 23, the Purchaser shall conduct the public bid opening at the time and place specified in the



BDS, in the presence of representatives of Bidders attending the bid opening ceremony and representatives of related agencies and organizations, regardless of the attendance or absence of the Bidders' representatives. The Purchaser open each Bid and read aloud the information specified in ITB Section 24.3 of all Bids received before the bid closing time as regulated in ITB Section 21.1.

2. First, envelopes marked "WITHDRAWAL" shall be opened and read out and the corresponding bid shall not be opened, but returned to the Bidder. No bid 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.

Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding substitution Bid being substituted. The substituted Bid shall not be opened but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at the bid opening.

Envelopes marked "MODIFICATION" be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at the bid opening. Only envelopes that are opened and read out at the bid opening shall be considered further.

3. The bid opening shall be conducted to every Bid according to the alphabet order of the Bidders' names and following procedures:

a) Request the Bidder's representative (if present) to confirm whether there is a Letter of Discount included with their Bid;

b) The seals shall be checked;

c) All other envelopes, including original, modified or substituted bid (if any) shall be opened and reading out: the name of the Bidder, the number of the original and the copies, the Bid Prices mentioned in the Price Schedule, discount value in the Letter of Discount (if any), bid validity period, the performance period of procurement and the value and validity period of the Bid Security and other details as the Purchaser may consider appropriate. If the procurement is divided into independent lots, the information for each part shall be read as for a procurement not divided into parts. Only discounts read out at Bid opening shall be considered for evaluation;

d) The representative of the Purchaser shall countersign original copy of Bid Submission Form, Bid Security, Price schedule, Power of attorney (if any), Letter of Discount (if any), and Joint Venture Agreement (if any). No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Section 22.

4. The Purchaser shall prepare a record of the Bid opening that shall include prescribed in ITB Section 24.3. The record of Bid opening shall be countersigned by the representative of the Ministry of Trade and the Bidders participating in the Bid opening. If any signature of the Bidders is left in the record, it shall be invalid. A copy of the record shall be distributed to all Bidders who participate in the bid opening.



Section 25. Confidentiality

1. Information relating to the evaluation of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award. No information mentioned in the bid of the successful Bidder is disclosed to any other bidders, except for information disclosed at the bid opening.

2. Except for case of the bid clarification prescribed in ITB Section 26, the Bidder is not permitted to contact to the Purchaser on any matter related to its bid and the procurement from the bid opening time until the publication of Contract Award.

Section 26 Clarification of Bids

1. After opening the bid, the Bidder is responsible for clarifying the bid at the request of the Purchaser. Any request for clarification of the Purchaser and any response of the Bidder shall be in writing. In the event that there is no documentary evidence establishing the Bidder's qualifications (including the sale permit issued by the Producer or the certification of joint venture relationship or any other equivalent documents, if required by the Bidding Documents) in the Bidding Documents, the Purchaser shall request the Bidder to clarify and supplement that documentary evidence. Regarding technical and financial proposals mentioned in the Bid, the clarification may not change essential information about the Bidder, bid and bid price. The Bidder shall notify the Purchaser of the receipt of the request for clarification of the Bid by one of the following means: in writing (delivered by hand or post), by fax, or by e-mail.

2. The Clarification of Bids between the Bidder and the Purchaser shall be conducted either directly or indirectly.

3. In case, after bid closing, there is no documentary evidence establishing the Bidder's qualifications in the Bidding Documents, the Bidder may supplement that documentary evidence. The Purchaser shall receive the Clarification of Bids sent by the Bidder; documentary evidence establishing the Bidder's qualifications shall be an integral part of the Bid. The Purchaser shall notify of receipt of Clarification of Bids in writing (delivered by hand or post), by fax or email.

4. The Clarification of Bids shall only be made between the Bidder and the Purchaser having the bid that needs clarifying. The contents of the Clarification of Bids shall be treated as an integral part of the Bid by the Purchaser. Regarding clarification in terms of the Bidder's 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 sent prior to the bid closing time by the Bidder.

Section 27 Determination of Responsiveness

1. The Purchaser shall determine a bid's responsiveness as prescribed in ITB.

2. A substantially responsive bid means one that passes the technical evaluation in accordance with the technical evaluation criteria specified in Section III – Evaluation



Criteria.

3. If a bid is not substantially responsive to the requirements of the Bidding Documents, it shall be rejected shall not be further evaluated. The Bidder shall not be permitted to amend the Bid in order to make it substantially responsive.

Section 28. Nonmaterial Nonconformities

1. Provided that a bid is substantially responsive, the Purchaser may accept minor, non-material deviations or errors in the Bid.

2. Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the bid related to documentation requirements. Requesting information and documentation on such nonconformities shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.

3. Provided that a bid is substantially responsive, the Purchaser shall rectify nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only on the same basis, to ensure the consistency of the Bid Price, to reflect the price of a missing or nonconforming item or component.

Section 29. Subcontractor

1. The Contractor is entitled to enter into agreements with subcontractors mentioned in the list as prescribed in Form No. 12 of Chapter IV – Bidding Forms. There is no change to the responsibilities of the primary Contractor in spite of employment of any subcontractor. The 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 contractor's bid evaluation. The Contractor is required to meet all qualification requirements (not considering qualification of subcontractors).

If the Contractor does not propose any subcontractor for any task, the whole procurement shall under responsibilities of the Contractor.

2. In the event of being awarded the contract, during the contract execution, the Contractor shall not use subcontractors for any work other than those declared in the bid submission; any replacement or addition of subcontractors beyond the list stated in the bid shall only be carried out with justified and reasonable reasons and with the approval of the Purchaser.

Section 30. Bid Evaluation Before evaluating the Bid, the number of original and copy bids must be checked, along with the components of the Bid as stipulated in ITB Section 10, including administrative documents, legal documents, and documents proving qualifications and experience, such as: Bid Submission Form; Joint Venture Agreement (if any); Power of Attorney for signing the Bid Submission Form (if any); Bid Security; Documents proving eligibility; documents proving qualifications and experience.



The evaluation of Bids shall be conducted based on the Bid Evaluation Criteria stipulated in Chapter III – Bid Evaluation Criteria, following the sequence below:

1. Inspection and evaluation the validity of the Bids:

a) The validity of the Bids shall comply with Section 1 of Chapter III - Evaluation and Qualification Criteria;

b) The bidders having valid Bids shall be considered further.

2. Qualification evaluation:

a) The evaluation of Bidder's qualification shall comply with Section 2 of Chapter III - Evaluation and Qualification Criteria;

b) The bidders satisfying qualification requirements shall be considered further.

3. Technical evaluation:

a) The Technical evaluation shall comply with Section 3 of Chapter III - Evaluation and Qualification Criteria;

b) The bidders satisfying technical evaluation shall be considered further.

4. Price evaluation:

a) The Price evaluation shall comply with Section 4 of Chapter III - Evaluation and Qualification Criteria, for ranking the Bidders.

5. If the procurement is divided into independent lots as prescribed in ITB Section 13.5, the bid evaluation shall comply with Section 6 of Chapter III - Evaluation and Qualification Criteria equivalent to the lot in which the Bidder participates.

Section 31. Correction of Errors and Adjustment of Deviations

Corrections and adjustments shall be performed only for Bids that have passed the technical evaluation, including:

1. Correction of Errors refers to the rectification of mistakes in the Bid, including arithmetic errors and other errors, conducted under the following principles:

a) Arithmetic Errors include errors in addition, subtraction, multiplication, or division when calculating the Bid price. In case the Bidding Documents require detailed unit price analysis, the data in the detailed unit price breakdown shall be the basis for correcting arithmetic errors. In case of inconsistencies between the unit price and the extended amount, the unit price shall be the basis for correction; however, if the unit price exhibits abnormal deviations due to decimal system errors (e.g., factors of 10, 100, or 1,000), then the extended amount shall be the basis for correction. If the unit price or the extended amount column is left blank or marked as "0," it shall be considered that the Bidder has allocated the price of this item to other items within the contract package. The Bidder shall be responsible for completing these works as required in the Bidding Documents and shall not be paid by the Purchaser during contract execution.

b) Other Errors:



- If the extended amount column is filled but the unit price is missing, the unit price shall be supplemented by dividing the extended amount by the quantity; if the unit price is filled but the extended amount is blank, the extended amount shall be supplemented by multiplying quantity by unit price; if both unit price and extended amount are filled but quantity is missing, quantity shall be supplemented by dividing the extended amount by the unit price. If the supplemented quantity differs from the quantity specified in the Bidding Documents, such difference shall be regarded as a deviation in scope of supply and adjusted accordingly as per this Section;

- Errors in units inconsistent with the Bidding Documents shall be corrected to comply with the Bidding Documents;

- Errors in punctuation (using “,” comma instead of “.” period or vice versa) shall be corrected according to Vietnamese writing standards. If the Purchaser considers that the comma or period in the bid price is misplaced, the extended amount shall be decisive and the unit price corrected accordingly;

- If errors are found in totaling amounts, the total amount shall be corrected based on the item amounts;

- In case of discrepancies between technical and financial proposals, the technical proposal shall be the basis for correction.

- If there is a discrepancy between numerical figures and words, the words shall be taken as the legal basis for correction. If the words are incorrect or meaningless, the figures shall be used.

2. Adjustment of Deviations

a) If deviations in scope of supply are identified compared to the requirements in Part 2 of the Bidding Documents, the bid price shall be increased by the value of the missing portion and decreased by the value of the excessive portion at the corresponding unit prices in the Bid containing the deviation;

If the Bid with deviations does not include unit prices, the highest unit price for that item among other technically qualified Bids shall be used for adjustment; if none of the technically qualified Bids include unit prices, the unit price forming the contract package price shall be used as a basis for adjustment;

If there is only one Bid passing the technical evaluation, the adjustment shall be made using the unit prices from that Bid; if the Bid does not include unit prices, the unit prices forming the contract package price shall be used;

b) If a Bidder with an adjusted Bid ranks first but the Bid lacks unit prices for deviations, when determining the proposed winning price, the highest unit price among other technically qualified Bids shall be used for excessive deviations, and the lowest unit price among other technically qualified Bids shall be used for missing deviations.

After corrections and adjustments are made as prescribed, the Purchaser shall



notify the Bidder in writing of the corrections and adjustments to their Bid. Within 03 working days from receipt of such notice, the Bidder shall notify the Purchaser in writing of their acceptance of the corrections and adjustments. If the Bidder does not accept the corrections and adjustments, their Bid shall be rejected.

Section 32. Conditions for successful bidder

A bidder shall be proposed for contract award when following conditions are satisfied:

1. The bidder has a valid bid as prescribed in Section 1 of Chapter III - Evaluation and Qualification Criteria;
2. The bidder is qualified as required in Section 2 of Chapter III - Evaluation and Qualification Criteria;
3. The bidder has a satisfactory technical proposal as prescribed in Section 3 of Chapter III - Evaluation and Qualification Criteria;
4. The shortfall deviations is not more than 10% of the bid price;
5. The Bid ranked first as prescribed in Section 4 of Chapter III – Evaluation and Qualification Criteria;
6. The successful bid (including taxes, fees and charges (if any)) does not exceed the approved procurement price.

Section 33. Bidding cancellation

The bidding cancellation shall be carried out in the following cases:

1. All Bids fail to meet requirements mentioned in the Bidding Documents.
2. The Purchaser changes objectives and scope of work result in alterations to the volume of work or evaluation criteria specified in the Bidding Documents.
3. Bidding Documents fail to comply with the PR1402 leading the nonsatisfaction of the successful bidder.
4. The Bidder commits a prohibited act as specified in Article 69 of the PR.
5. An organization or individual, other than the Bidder, commits a prohibited act as specified in Article 69 of the PR, resulting in a distortion of the bid evaluation outcome.
6. Bid cancellation shall be carried out during the period from the issuance date of the Bidding Documents until before the signing of the Contract/Framework Agreement.

Section 34. Publishing of bidder selection result

1. Before the deadlines prescribed in the BDS, the Purchaser shall send notifications of bidder selection result to related bidders by post or fax and post it on BSR's bidding network (<https://www.bsr.com.vn>).
2. Regarding bidding cancellation prescribed in Point a ITB Section 33, the explanation for the bidding cancellation shall be provided in the notification of bidder selection result.



Section 35. Change in quantity of Goods and Services

Before contract signing, based on the scale and nature of the package, the Purchaser may increase or decrease quantity of the relevant scope of work mentioned in Chapter V, Part 2 – Scope of Supply provided that it does not exceed the rate specified in the BDS and there is no change to unit price, other conditions or terms of the Bidding Documents or the Bid.

Section 36. Notification of Contract Award

Together with the notification of bidder selection result, the Purchaser shall send a Notice of Award to the winning Bidder, including requirements pertaining to performance security, time for completion and conclusion of contract prescribed in form No. 14 of Chapter VII – Contract Forms. In the event that the successful bidder fails to complete and conclude the contract before the deadline mentioned in the Notification of Contract Award, such bidder shall be rejected without Bid Security return as prescribed in Point e ITB Section 19.5.

Section 37. Conditions for signing of contract

1. The Bid of the Bidder shall remain valid at the time of signing of contract.
2. At the time of signing of contract, the successful Bidder shall be determined to have 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 conclude the contract with the Bidder. Then, the Purchaser shall cancel the decision on approval for bidder selection result and send the Notification of Contract Award to the next ranked bidder.

Section 38. Performance Security

1. Before signing the contract or before the contract becomes effective, the successful bidder shall furnish a Performance Security issued by a bank, or credit institution, or a foreign bank branch lawfully operating in Vietnam with a value equal to 5% of the contract value. The Bidder shall, if applicable, use the Bank Guarantee form prescribed in form No. 15 of Chapter VII - Contract Forms (or in the Contract) or another form which is approved by the Purchaser.

2. The Bidder shall be not be returned the Performance Security in one of the following cases:

- a) Refuse to perform the contract on the effective date of the contract;
- b) Violate terms and conditions of the contract;
- c) Perform the contract behind the schedule and refuse to extend the validity period of the Performance Security.

Section 39. Handling complaints in bidding

Bidders are entitled to file complaints against the bidder selection progress (prior to the announcement of the selection result) and result to the Purchaser, the Competent person for review and resolution, at the address prescribed in the BDS when they found their



lawful rights and interests are infringed.

Section 40. Monitoring bidder selection progress

When any act or content unaccordant with the PR, the Bidder shall notify organizations or individuals of monitoring bidder selection progress as prescribed in the BDS.



Chapter II. BID DATA SHEET (BDS)

ITB 1.1	The Purchaser is: Binh Son Refining and Petrochemical JSC
ITB 1.2	The procurement's name: Provision of Inspection and Mechanical Integrity Assessment Services for Fired Heaters according to Purchase Requisition No. 109/1100003264/ĐH-KTTB.
ITB 1.3	Duration of the bidding package: 07 months (including 06 months for service execution from the date BSR hands over the equipment, and an estimated 01 month for service acceptance).
ITB 2	Sources of Funds: Operation cost of BSR
ITB 6.1	The Purchaser shall receive the request for Clarification of Bidding Documents not later than 5 working days before the bid closing time.
ITB 7.3	<p>The Purchaser shall send Amendment of Bidding Documents to all bidders received the Bidding Documents from the Purchaser before the bid closing time at least 10 working days.</p> <p>In case the time for sending Amendment of Bidding Documents does not comply with above regulations, the Purchaser shall extend the corresponding deadline for the submission of bids.</p>
ITB 12.1	Alternative Technical Proposal <i>shall not be</i> considered.
ITB 13.5	Parts of the package: <i>Not applicable.</i>
ITB 16.2	Documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted contains: as detail Chapter III. Evaluation and qualification criteria.
ITB 17.1	The bid validity period shall be: ≥ 120 days from the bid closing time.



ITB 35	<p>Maximum rate of quantity increase: <i>Not applicable</i>;</p> <p>Maximum rate of quantity decrease: <i>Not applicable</i>.</p>
ITB 40	<p>- Address of the Purchaser:</p> <p>Binh Son Refining and Petrochemical JSC. No. 208 Hung Vuong Avenue, Nghia Lo Ward, Quang Ngai Province, Vietnam ; Telephone: 0255 – 3825825 Fax: 0255 - 3825826</p> <p>- Address of the Competent person:</p> <p>Mr. Nguyen Viet Thang - CEO Binh Son Refining and Petrochemical JSC. No. 208 Hung Vuong Avenue, Nghia Lo Ward, Quang Ngai Province, Vietnam ; Telephone: 0255 – 3825825 Fax: 0255 - 3825826</p>



Chapter III. EVALUATION AND QUALIFICATION CRITERIA

Section 1. Evaluation criteria of validity of the Bid

A Bid is considered valid when all of the conditions below are satisfied: The Bidder shall be deemed **Responsive** if all evaluation criteria are assessed as “**Responsive.**”, The Bidder shall be deemed **Non-Responsive** if any evaluation criterion is assessed as “**Non-Responsive.**”

Details are as follows:

No	Content	Responsive	Non-Responsive	Notes
1	There is an original Bid or the Bid Submission Documents submitted via BSR's e-bidding system.			
2	There is an original Bid Submission Form signed and stamped (if applicable) by the legal representative of the Bidder as required by the Bidding Documents; The Bid Submission Form must be signed after the issuance date of the Bidding Documents; the Bid must not contain multiple bid prices or include any conditions that are unfavorable to the Purchaser Regarding joint venture, the Bid Submission Form shall be signed and stamped (if applicable) by legal representative of every joint venture member or signed by the member authorized on behalf of the joint venture in accordance with the joint venture agreement.			
3	The validity period of the Bid satisfies requirements in ITB.			
4	A valid original Bid Security is required (in terms of value, validity period, beneficiary, and the signatory must be the legal representative of a domestic credit institution or a branch of a foreign bank legally operating in Vietnam).			
5	The Bidder shall not have its name included in multiple Bids as an independent Bidder or a joint venture member for the same procurement.			
6	There is a valid original Joint Venture Agreement. The agreement shall clearly specify detailed tasks and value thereof performed by each joint venture member. The division of work must be based on the items listed in the Bid Price Schedule.			



No	Content	Responsive	Non-Responsive	Notes
7	The Bidder's status is valid as prescribed in Article 4 of the PR.			
8	Within 03 years prior to the bidding closing date, the Contractor has no personnel (who signed a labor contract with the Contractor at the time the personnel committed the violation) convicted by the Court of violating bidding regulations causing serious consequences according to the provisions of criminal law with the aim of allowing that Contractor to win the Bid. (The Bidder shall include a written statement/document of commitment with the Bid).			
	Kết luận			

*** For Bidders submitting their Bids via BSR's e-bidding system, the criteria for evaluating the validity of the Bid shall be applied in accordance with Part 4 – Evaluation Criteria and Instruction for Online Submission.**

Section 2. Qualification criteria

Qualification of a joint venture provided that each member is qualified to perform their tasks in the joint venture; if any member is not qualified to perform their tasks in the joint venture, the joint venture shall be considered not qualified. Regarding the procurement being divided into independent lots, the Bidder's qualification shall be evaluated in proportion to the lot for which it make a bid.

The Bidder (whether an independent Bidder or a member of a joint venture) must independently meet the Evaluation Criteria for Qualification as specified in Section 2 – Evaluation Criteria for Capacity and Experience. The Qualification of subcontractors or nominated subcontractors (if any) shall not be considered as a substitute for the Qualification of the Bidder.

In case of application of the prequalification, if there is any change to the information about the Bidder's qualification between the Bid and the application for prequalification, the new information shall be updated; if not, the Bidder shall issue a commitment to satisfy all the procurement's criteria.

In case of non-application of the prequalification, the Bidder's qualification shall be evaluated as follows, the qualified Bidder is the one satisfying all criteria; then the Bid will be further considered and evaluated technically.



2.1. Qualification criteria:

The evaluation of qualification shall be conducted according to the following “Table of Qualification criteria”:

The evaluation criteria for the Bidder’s Qualification shall be applied using the ratings “Pass” or “Fail.” The Bidder must receive a “Pass” rating for all items listed in the table below to be considered as meeting the qualification requirements.

If any item below is rated as “Fail” or “Non-Responsive,” the remaining items will not be considered.

TABLE OF QUALIFICATION CRITERIA

Criterion			Requirement			Required document
No	Description	Requirement	Independent bidder	Joint venture bidder		
				All joint venture members	Each venture member	
1	Tax obligation fulfillment	Fulfilled the tax obligations for the most recent fiscal year (year 2024) as of the bid closing date.	Satisfied	Not applicable	Satisfied	Supporting documents to prove them (as noted in the remarks section below)
2	Financial capacity					
2.1	Financial outcome	The Bidder’s net asset value in the most recent fiscal year as of the bid closing date must be positive. (Net asset value = Total assets – Total liabilities)	Satisfied	Not applicable	Satisfied	Form No. 11 and attached supporting documents as instructed in this form



Criterion			Requirement			Required document
No	Description	Requirement	Independent bidder	Joint venture bidder		
				All joint venture members	Each venture member	
2.2	Annual average revenue from business (excluding VAT)	The Bidder's average annual revenue (excluding VAT) for the 03 most recent fiscal years (2022 to 2024) as of the bid closing date must be at least 4.000.000.000 VND (In words: Four billion Vietnames Dong) for domestic bidders or 154,100.00 USD (In words: One hundred fifty-four thousand, one hundred US Dollars) for foreign bidders.	Satisfied	Satisfied	Satisfied (equivalent to their tasks performed)	Form No. 11 and attached supporting documents as instructed in this form
3	Experience to perform contracts of provision of similar Goods and Services	The Bidder has completed at least 01 similar contract as a main contractor (independent or joint venture member) or subcontractor during the period from 01 January 2023 to the deadline for submission of bids. In which similar contracts are: - Similar properties: Contracts related to the assessment of fired heaters tubes by using infra-thermographic imaging for facilities working in a high-risk fire and explosion environment.	Satisfied	Satisfied	Satisfied (equivalent to their tasks performed)	Form No. 07 and attached supporting documents (Contracts, Completion Certificates/Acceptance Minutes/Settlement Minutes, Invoices, etc.)



Criterion			Requirement			Required document
No	Description	Requirement	Independent bidder	Joint venture bidder		
				All joint venture members	Each venture member	
		- Completed with minimum scale (value): 81,000.00 USD (In words: Eighty-one thousand US Dollars) for foreign bidders or 2.100.000.000 VND (in words: Two billion, one hundred million Vietnamese Dong) for domestic bidders.				
4	Other Capabilities					
4.1	Management System	Possesses a valid ISO 9001 Quality Management System certification. Possesses a valid ISO 45001 Occupational Health and Safety Management System certification.	Satisfied	Satisfied	Satisfied	The certificate shall be valid until at least the bid closing date
4.2	Lost Time Injury (LTI)	There have been no occupational accidents causing injury to workers (including minor injuries or more severe cases, in accordance with Decree No. 39/2016/NĐ-CP dated May 15, 2016, issued by the Government), nor any Lost Time Injuries (LTIs) within the 12 months of the fiscal	Satisfied	Satisfied	Satisfied	A confirmation letter from the local competent authority regarding Occupational Safety, or the Bidder's internal Occupational Safety Report.



Criterion			Requirement			Required document
No	Description	Requirement	Independent bidder	Joint venture bidder		
				All joint venture members	Each venture member	
		year immediately preceding the bid closing date.				



Notes:

The most recent financial year is determined based on the date of issuance of the Bidding Documents (BD). If the BD is issued after March 31, the most recent financial year is the year adjacent to the bid closing year. If the BD is issued on or before March 31, the most recent financial year is the year prior to the year adjacent to the bid closing year.

For bidders who are household businesses, they are not required to submit financial statements but must provide documents proving revenue within the period required by the BD.

For joint venture bidders, the average annual revenue requirement is based on the value (corresponding to the volume of work) assigned to each member according to the Joint Venture Agreement.

Bidders must provide documents proving fulfillment of tax declaration and payment obligations for corporate income tax (or personal income tax for household business bidders) for the most recent financial year relative to the bid closing date, to be verified if invited to do so (if necessary). Tax declaration and payment obligations must be completed before the bid closing date. Tax payment obligations refer to the payment of tax corresponding to the declared tax rate, taxable income, and taxable revenue on the electronic tax system (the amount of tax paid corresponds to the amount of tax due). In cases of delayed tax payment, tax exemption, or tax reduction under State policies, these regulations apply accordingly.

The bidder shall submit the following documents:

- ✓ Tax declaration (or tax payment notice from the tax authority for household businesses) and payment receipt certified by the tax authority, printed from the electronic tax system; or
- ✓ Tax declaration (or tax payment notice from the tax authority for household businesses) and certification from the tax authority confirming fulfillment of tax obligations.

In case the contract value stated in similar contracts, payment confirmation by the project owner for goods or services supply contracts performed, tax declarations, or other relevant documents proving the bidder's capacity and experience are not in VND, the bidder must convert these amounts to VND when preparing the Bid. The conversion shall be based on the selling exchange rate of Vietcombank on the date of signing the similar contract.

2.2. Key Personnel Evaluation Criteria:

Depending on the scale and nature of the bidding package, the bidder may be required to propose key personnel for certain important tasks of the package as specified in Chapter V: Scope of Supply.

In this case, the Bidding Documents must specify the key personnel requirements for the bidder to propose in the Bid. The bidder must demonstrate that they have sufficient personnel for the key positions meeting the following requirements:



No.	Job position	Qty	Experience in similar jobs	Professional certification/ qualification
1	Key personnel	01	<ul style="list-style-type: none"> • At least 5 years of experience in inspection and evaluation of fired heaters tubes using infra-thermographic imaging techniques for facilities working in a high-risk fire and explosion environment. • Must have completed at least three projects involving infra-thermographic inspection and evaluation of fired heaters tubes working at high-risk fire and explosion environment, including at least one project at a refinery. • The bidder is capable of mobilizing the key personnel proposed in the Bid. 	<ul style="list-style-type: none"> • Minimum qualification: A university degree in engineering. • Hold valid Certificate at least Level II for Infrared Thermography follow ISO 18436-7 and/or SNT-TC-1A. • Submit documentation demonstrating the bidder's capacity to mobilize the key personnel proposed in the Bid.

The Bidder shall provide detailed information about the key personnel according to Forms 08, 09, and 10 in Chapter IV – Bid Forms.

If the Bidding Documents (BD) require key personnel, the Bidder must demonstrate the ability to mobilize the proposed key personnel. Key personnel may be either permanent employees of the Bidder or mobilized by the Bidder.

If the key personnel declared in the Bid are found not to meet the requirements or the Bidder cannot demonstrate the ability to mobilize them (including cases where the key personnel are already engaged in other contracts with overlapping work periods), the Purchaser shall allow the Bidder to supplement or replace the personnel.

The Bidder is only permitted to supplement or replace key personnel once per position within a reasonable timeframe, but not less than 03 working days from the date of receiving the clarification request from the Purchaser.

If the Bidder does not have replacement key personnel meeting the BD requirements, the Bidder shall be disqualified.

In all cases, if the Bidder dishonestly declares key personnel, no replacement personnel will be allowed, the Bid shall be rejected, and the Bidder will be considered to have committed fraud in accordance with the Procurement Regulations (PR).

Section 3. Technical evaluation criteria

Evaluation criteria using the pass/fail method:

Bids that pass the capability and experience evaluation step will be further evaluated on technical criteria using pass/fail.

Specifically:

Technical evaluation criteria for bidders are applied using "Pass" or "Fail". The bidder must pass all items listed in the table below to be considered technically compliant. If any single criterion is marked Fail, subsequent criteria will not be considered.



Bids that pass all the listed criteria will be evaluated as meeting the technical requirements.

No .	Content	Requirement	Evaluation (Pass/ Fail)		Documents to be submitted
			PASS	FAIL	
I	Scope of supply	Comply with the provisions of Chapter V. Scope of Supply Requirements	Satisfied as required	Not responding to the requirement	Full offer according to scope of supply
II	Equipment/Tools to perform the service	<ul style="list-style-type: none"> ✓ The Bidder shall own or have contract for renting the necessary equipments to perform the services: FLIR GF309 or G609 devices with analytical software; ✓ For equipment requiring calibration and certification in accordance with applicable regulations: attach calibration and inspection certificates that remain valid at least until the bid closing date. ✓ The Bidder commits that all calibrated and certified equipment shall be verified in accordance with regulatory requirements and remain valid throughout the duration of the contract execution. 	Satisfied as required	Not responding to the requirement	Provide a list of equipment, complete documents attached to prove and commit the contractor.
III	Implementation procedure	The Bidder must have procedures/instructions to perform the inspection/evaluation of the furnace using the method of Infrared thermography	Satisfied as required	Not responding to the requirement	Provide all procedure to demonstrate
IV	Other requirements				
1	Contract Type	Lump-sum contract.	Satisfied as required	Not responding to the requirement	Commitment letter
2	Duration of the bidding package	Seven months from the date of BSR hands over the equipment (including: Service execution period is six months from the date of BSR hands over the equipment, estimated acceptance period is one month).	Satisfied as required	Not responding to the requirement	Commitment letter
3	Warranty period	At least 12 months from the date of acceptance of services.	Satisfied as required	Not responding to the requirement	Commitment letter
4	Location to perform the service	Dung Quat Refinery, Van Tuong Commune, Quang Ngai Province.	Satisfied as required	Not responding to the requirement	Commitment letter

Section 4. Price Evaluation Criteria (for Ranking Bidders)

The method to determine the lowest bid price:

The method to determine the lowest bid price is conducted as follows:

Step 1: Determine the bid price.



Step 2: Correct errors (according to Clause 1, Section 31 of the ITB).

Step 3. Adjust deviations (according to Clause 2, Section 31 of the ITB).

Step 4. Determine the bid price after error correction and deviation adjustment, minus any discounts (if any).

Step 5. Ranking of bidders:

The bid with the lowest price after error correction, deviation adjustment, and deducting discounts (if any) shall be ranked first.



Chapter IV. BIDDING FORMS

Form No. 01. Bid Submission Form

Form No. 02. Power of Attorney

Form No. 03. Joint venture agreement.

Form No. 04 (a). Bid Security applicable to independent bidders

Form No. 04 (b). Bid Security applicable to joint venture

Form No. 05. Table of bid price

Form No. 05 (a). Table of bid price of Goods of domestically-produced and processed Goods

Form No. 05 (b). Table of bid price of overseas-produced and processed Goods

Form No. 05 (c). Table of bid price of overseas-produced and processed Goods that are imported and sold in Vietnam

Form No. 05 (d). Table of bid price for Related Services (if any)

Form No. 06 (a). Declarations of bidder information.

Form No. 06 (b). Declarations of joint venture members' information

Form No 07. Similar contracts.

Form No. 08. Table of proposed key employees

Form No. 09. Curriculum Vitae of key employees.

Form No. 10. Working experience

Form No. 11. Financial situation of bidder

Form No. 12. Scope of work items performed by subcontractors

Form No. 13. Scope of work items performed by special subcontractors



BID SUBMISSION FORM ⁽¹⁾

Date: ___[insert date of signing of Bid Submission Form]

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 regarding selective bidding]

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 name of the independent Bidder/the name of the Joint Venture Bidder as stated in the Joint Venture Agreement], pledge ourselves to perform ___[insert the procurement's name] in accordance with the Bidding Documents with the total amount ___[insert the amount in figures, in words, and currency] ⁽²⁾ together with the Table of bid price.

Contract execution period is ___[insert period of time for performing all tasks required by the procurement] ⁽³⁾.

Contract type: ___ [to be specified in accordance with the requirements of the Bidding Documents].

We hereby declare that:

1. We only participate in this Bid as primary bidder.
2. We are not undergoing dissolution process, are not thrown into bankruptcy, and do not incur bad debts as prescribed by law.
3. Not to engage in any prohibited acts as prescribed in the PR1402.
4. We are not involved in corrupt, fraudulent or collusive practice and other violations against law on bidding.
5. Every information provided herein is truthful to be best of our knowledge.

If the our Bid is accepted, we shall provide the Performance Security as prescribed in Instructions to Bidders of the Bidding Documents.

This Bid takes effect within ___ ⁽⁴⁾ days, from _____[date]⁽⁵⁾.

Legal representative of bidder

(Independent Contractor/Representative of the Joint Venture under the Joint Venture Agreement)

[Full name, position, signature and seal]⁽⁶⁾

Notes:



(1) Bidder must provide sufficient and accurate information including names of the Purchaser and the Bidder, effective period of the Bid, which bears the signature and seal (if any) and of the bidder's legal representative.

(2) The Bid Price mentioned in the Bid Submission Form must be detailed, in number and words, and in conformity with the total Bid Price mentioned in the Table of Bid Price, there is only one Bid Price which does not cause any disadvantage condition to the Investor or the Purchaser. In case the procurement is divided into independent lots, the Bidder shall provide bid price for each lot and total bid price for the lots for which the Bidder make bids.

In case the Bidder offers a discount separately in the Letter of Discount.

(3) The contract implementation period stated in the Bid shall be consistent with the technical proposal and the completion schedule specified in the Bid. It shall be calculated from the effective date of the contract until the date the parties sign the final acceptance certificate confirming that the Contractor has completed all contractual obligations, excluding warranty obligations (if any)..

(4) Effective period of the Bid is from the bid closing time to its expiration date as prescribed in the Bidding Documents. The period of time from the deadline time for the submission of bids to 24:00 of the deadline date is considered 01 day.

(5) Insert the deadline date as prescribed in Section 21.1 of the BDS.

(6) If the bidder's legal representative authorizes his/her subordinate to sign the Bid Submission Form, a Power of Attorney (Form No. 2 provided in this Chapter) must be enclosed. If the company's charter or another document permits such subordinate to sign the Bid Submission Form, such document shall be enclosed (In this case, the Power of Attorney is not required). Regarding joint venture, the Bid Submission Form shall be signed by legal representative of every joint venture member, unless the head of the joint venture may sign the Bid Submission Form according to the joint venture agreement as mentioned in Form No. 03 of this Chapter. Each venture member may give authorization similarly to an independent bidder. If the successful bidder must present certified true copies of these documents to the Investor before contract conclusion. If information provided is found inaccurate, the bidder will be considered fraudulent as prescribed in ITB Section 3.

(7) In case the Bidder submits the Bid directly, the Bidder shall submit the original Bid Submission Form together with the Bid. The Bid Submission Form shall be prepared in accordance with the format specified in the Bidding Documents, and signed and sealed (if applicable) by the Bidder's legal representative.

Form No. 02

POWER OF ATTORNEY ⁽¹⁾

Today, on the ____ day of ____ in the year ____, at ____



[Location and date]_____

I am _____ [insert name, ID/passport number, position of bidder's legal representative], the legal representative of _____ [insert name of bidder/ name of the Company if it is a member of a Joint Venture] at _____ [insert address of bidder/the Company if it is a member of a Joint Venture] 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 Bid Submission Form;

- Sign the Joint venture agreement (if any);

- Sign documents with the Purchaser during the short listing processing, including the request for Clarification of Bidding Documents and Bids; sign requests for bid withdrawal, modification or substitutions;

- Participate in contract negotiation and conclusion;

- Sign complaint letter (if any);

- Sign contract with the Investor if the bidder is successful] (2).

The authorized person only performs the tasks within the area of competence of a legal representative of _____ [insert name of bidder/ name of the Company if it is a member of a Joint Venture]. _____ [insert name of bidder's legal representative/ name of the Company if it is a member of a Joint Venture] 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]⁽³⁾ and is made into _____ copies with equal 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 of the legal representative of the Contractor/ of the Company (if a member of the joint venture), position, signature and seal of the legal representative]

Notes:

(1) The original copy of the Power of Attorney shall be sent to the Purchaser in conjunction with the Bid Submission Form as prescribed in ITB Section 20.3. 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.

Form No. 03

JOINT VENTURE AGREEMENT ⁽¹⁾

[Location and date] _____

Procurement: _____ *[insert name of the procurement]*

In response to Bidding Documents for _____ *[insert name of procurement]* dated _____ *[insert date written on the Bidding Documents]*;

Representatives of signatories to the joint venture agreement include:

Name of joint venture member ____ *[insert name of each joint venture 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 joint venture agreement with the following contents:

Article 1. General rules

1. Members voluntarily establish this joint venture to participate in the process of bidding for _____ *[insert name of procurement]*.

2. Official name of the joint venture used in every transaction related to the procurement: _____ *[insert the agreed name of the joint venture]*.

3. Every member is committed not to unilaterally participate or establish a joint venture 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 joint venture that refuses to perform their duties as agreed must:



- Pay damages to other parties in the joint venture;
- Pay damages to the Purchaser as prescribed by the contract;
- Incur other disciplinary actions _____ [specify the action].

Article 2. Assignment of duties

All members unanimously to undertake joint and separate responsibility to execute _____ [insert name of procurement] as follows:

1. Head member of the joint venture:

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

- [- Sign the Bid Submission Form;*
- Sign documents with the Purchaser during the short listing processing, including the request for Clarification of Bidding Documents and Bids; sign requests for bid withdrawal, modification or substitutions;*
- Provide Bid Security for the joint venture;*
- Participate in contract negotiation and conclusion;*
- Sign complaint letter (if any);*
- Perform other tasks except for contract conclusion: _____ [specify other tasks (if any)].*

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

No.	Name	Tasks	Proportion of total bid
1	Name of head member	- ____ - ____	- ____% - ____%
2	Name of second member	- ____ - ____	- ____% - ____%
....
Total		All tasks of the procurement	100%

(1) Only divided according to the main work of the bid package specified in Chapter V – Scope of Supply Requirements

Article 3. Effect of Joint venture agreement

- 1. The Joint venture agreement takes effect from the day on which it is signed.



2. The Joint venture agreement expires in the following cases:

- All parties have fulfilled their duties and finalize the contract;
- The agreement is unanimously terminated by all parties;
- The joint venture is not awarded the contract;

- The bidding for _____ [insert name of the procurement] of _____ [insert name of the project] is cancelled as notified by the Purchaser.

The joint venture agreement is made into _____ copies with equal legal value, each party keeps _____ copies.

LEGAL REPRESENTATIVE OF HEAD MEMBER

[Full name, position, signature and seal]

LEGAL REPRESENTATIVE OF JOINT VENTURE MEMBER

[Full name, position, signature and seal of each member]

Notes:

(1) According to the scope and nature of the procurement, this Joint venture agreement may be amended. If the procurement is divided into independent lots, the Joint venture agreement shall specify names and numbers of lots in which the joint venture participates, and clarify common and private responsibilities of every joint venture member.

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

(3) The Bidder shall specify detailed tasks and estimate equivalent value of tasks performed by every joint venture member, common and private responsibilities of member, including the head member.

(4) In case the Bidder submits the Bid directly to the Purchaser, the Bidder shall enclose the original Joint Venture Agreement with the Bid, duly signed by all members of the joint venture and affixed with their seals (if applicable).

Form No. 04 (a)

BID SECURITY ⁽¹⁾

(applicable to independent bidder)

Beneficiary: ___ *[insert name and address of the Purchaser]*

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

BID GUARANTEE No. ___ *[insert number of the Bid Guarantee]*



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

We have been informed that _____ [name of the Bidder] (hereinafter called "the Bidder") has submitted to participate in the bid for the execution of _____ [name of procurement] under Invitation to Bid No. [number of the Invitation to Bid].

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

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

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

1) The Bidder withdraws the Bid or issues a written refusal to perform one or more of the works proposed in the Bid as required by the Bidding Documents after the bid closing date and during the validity period of the Bid;

2) The Bidder violates the PR1402 leading to contract cancellation as prescribed in ITB Section 33;

3) The successful Bidder fails to provide the performance security as required in ITB Section 38;

4) The Bidder does not proceed or refuses to proceed with contract finalization within 20 days from the date of receiving the invitation notice to finalize the contract from the Purchaser, or having finalized the contract but refuses to sign the contract finalization minutes, except in cases of force majeure;

5) The Bidder fails to sign the contract within the timeframe specified in the Purchaser's Notice of Award from the date of contract finalization completion, except in cases of force majeure.

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

If the Bidder has no option: this Guarantee shall expire upon our receipt of a photocopy of notification of bidder selection result sent by the beneficiary; within 30 days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

Legal representative of Bank

[Full name, position, signature and seal]

Notes:

(1) Applicable to Bid Security in the form of Bid Guarantee issued by a credit institution or a branch of foreign bank established under Vietnamese law.



- (2) Insert as prescribed in Section 18.2 of the BDS.
- (3) Insert the deadline date as prescribed in Section 21.1 of the BDS.



BID SECURITY ⁽¹⁾

(applicable to joint venture)

Beneficiary: ___[insert name and address of the Purchaser]

Date of issue: _____[insert date of issue]

BID GUARANTEE No. ___[insert number of the Bid Guarantee]

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

We have been informed that _____ [name of the Bidder]⁽²⁾ (hereinafter called "the Bidder") has submitted to participate in the bid for the execution of _____ [name of procurement] under Invitation to Bid [number of the Invitation to Bid].

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

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

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

1) The Bidder withdraws the Bid or issues a written refusal to perform one or more of the works proposed in the Bid as required by the Bidding Documents after the bid closing date and during the validity period of the Bid;

2) The Bidder violates the PR1402 leading to contract cancellation as prescribed in ITB Section 33;

3) The successful Bidder fails to provide the performance security as required in ITB Section 38;

4) The Bidder does not proceed or refuses to proceed with contract finalization within 20 days from the date of receiving the invitation notice to finalize the contract from the Purchaser, or having finalized the contract but refuses to sign the contract finalization minutes, except in cases of force majeure;

5) The Bidder fails to sign the contract within the timeframe specified in the Purchaser's Notice of Award from the date of contract finalization completion, except in cases of force majeure.

If any member in the _____[insert complete name of the joint venture] violates regulations of law leading ineligible for Bid Security return as prescribed in Section 18.5 –Instructions to Bidder, the Bid Security of all joint venture members shall not be returned.

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

If the Bidder has no option: this Guarantee shall expire when the Bidder receives



the photocopy of notification of bidder selection result sent by the beneficiary; within 30 days after the expiration date of the Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

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

Notes:

(1) Applicable to Bid Security in the form of Bid Guarantee issued by a credit institution or a branch of foreign bank established under Vietnamese law.

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

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

- Name of the member in charge of the Bid Security for the joint venture or for other members of the joint venture. For example, A + B joint venture makes a bid, if their joint venture agreement assign A bidder to furnish Bid Security for the joint venture, the joint venture’s name shall be stated as: ...[insert name of member A] (on behalf of Joint Venture A + B);

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

(3) Insert as prescribed in Section 18.2 of the BDS.

(4) Insert the deadline date as prescribed in Section 21.1 of the BDS.



TABLE OF BID PRICE

No.	Content	Bid Price
1	Goods	(M)
2	Related Services	(I)
	Total bid price <i>(Transfer to Bid Submission Form)</i>	(M) + (I)

Legal representative of Bidder
*(Independent Contractor/Representative of the
Joint Venture under the Joint Venture
Agreement)*
[full name, position, signature and seal]



TABLE OF BID PRICE
(FOR LOCALLY MANUFACTURED OR FABRICATED GOODS)

1	2	3	4	5	6	7
No.	List of Goods	Physical unit	Quantity	Origin, symbol, label	Unit Price	Total price (Col. 4x6)
<i>1</i>	<i>First Good</i>					<i>M1</i>
<i>2</i>	<i>Second Good</i>					<i>M2</i>
					
<i>n</i>	<i>Nth Good</i>					<i>Mn</i>
Total bid price of Goods including taxes, fees and charges (if any) <i>(Transfer to Table of bid price - Form No. 05)</i>						M=M1+M2+... +Mn

Legal representative of Bidder

(Independent Contractor/Representative of the Joint Venture under the Joint Venture Agreement)
[full name, position, signature and seal]

Notes:

Columns (1), (2), (3) and (4): the Purchaser insert information in accordance with the provisions of Part 2 – Supply requirements; columns (5), (6), and (7): the Bidder insert information.

The Unit Price in the column (6) includes essential costs for provision of Goods at the request of the Purchaser, including taxes, fees and charges (if any). When participating in a bid, the Bidder is responsible for learning, calculating and quoting adequate taxes, fees and charges (if any) with rates thereof at 28 days prior the bid closing time as prescribed. If the Bidder declares that the Bid Price does not include taxes, fees and charges, its Bid shall be rejected.



For contracts with adjustable unit prices, the total value of taxes, fees, and charges (if any) shall not be considered during the evaluation process for comparison and ranking of bidders. The successful Bid Price, the awarded contract price, and the Contract Price shall include taxes, fees and charges (if any).



TABLE OF BID PRICE
(FOR OVERSEAS-PRODUCED GOODS)

1	2	3	4	5	6	7	8
No.	List of Goods	Physical unit	Quantity	Origin, symbol, label	Unit Price	Total price (Col. 4x6)	Taxes, fees and charges (if any)
1	First Good					A1	T1
2	Second Good					A2	T2
						
n	N th Good					An	Tn
Total bid price of Goods excluding taxes, fees and charges (if any)						A=A1+A2+...+An	
Total value of taxes, charges, and fees (if any)							T=T1+T2+...+Tn
Total bid price of Goods including taxes, fees and charges (if any) <i>(Transfer to Table of bid price - Form No. 05)</i>						M₁=A+T	

Legal representative of Bidder

(Independent Contractor/Representative of the Joint Venture under the Joint Venture Agreement)
[full name, position, signature and seal]

Notes:

Columns (1), (2), (3), and (4): the Purchaser shall insert information in accordance with the provisions of Part 2 – Supply requirements .

Columns (5), (6), (7) and (8): the Bidder insert information. The Unit Price in the column (6) prescribed in Section 13.2 of the BDS includes essential costs for provision of Goods at the request of the Purchaser, excluding taxes, fees and charges (if any) in the Column (8) and excluding costs of Related Services prescribed in Form No. 5(d).

Column (8) includes all taxes, fees and charges (if any). When participating in a bid,



the Bidder is responsible for learning, calculating and quoting adequate taxes, fees and charges (if any) with rates thereof at 28 days prior the bid closing time as prescribed. If the Bidder declares that the Bid Price does not include taxes, fees and charges, its Bid shall be rejected.

For contracts with adjustable unit prices, the total value of taxes, fees, and charges (if any) shall not be considered during the evaluation process for comparison and ranking of bidders. The successful Bid Price, the awarded contract price, and the Contract Price shall include taxes, fees and charges (if any).

Form No. 05(c)

TABLE OF BID PRICE OF DOMESTICALLY-PRODUCED GOODS OR OVERSEAS-PRODUCED GOODS WHICH ARE IMPORTED AND SOLD IN VIETNAM

1	2	3	4	5	6	7	8
No.	List of Goods	Physical unit	Quantity	Origin, symbol, label	Unit Price	Total price (Col. 4x6)	Taxes, fees and charges (if any)
1	First Good					A1	T1
2	Second Good					A2	T2
						
n	N th Good					An	Tn
Total bid price of Goods excluding taxes, fees and charges (if any)						A=A1+A2+...+An	
Total value of taxes, fees and charges (if any)							T=T1+T2+...+Tn
Total bid price of Goods including taxes, fees and charges (if any) <i>(Transfer to Table of bid price - Form No. 05)</i>						M₂=A+T	

Legal representative of Bidder
(Independent Contractor/Representative of the Joint Venture under the Joint Venture Agreement)
[full name, position, signature and seal]

Notes:



Columns (1), (2), (3), and (4): the Purchaser shall insert information in accordance with the provisions of Part 2 - Supply requirements. Columns (5), (6), (7) and (8): the Bidder insert information. The Unit Price in the column (6) includes essential costs for provision of Goods at the request of the Purchaser.

Column (8) includes all taxes, fees and charges (if any). When participating in a bid, the Bidder is responsible for learning, calculating and quoting adequate taxes, fees and charges (if any) with rates thereof at 28 days prior the bid closing time as prescribed. If the Bidder declares that the Bid Price does not include taxes, fees and charges, its Bid shall be rejected.

For contracts with adjustable unit prices, the total value of taxes, fees, and charges (if any) shall not be considered during the evaluation process for comparison and ranking of bidders. The successful Bid Price, the awarded contract price, and the Contract Price shall include taxes, fees and charges (if any).

Form No. 05 (d)

TABLE OF BID PRICE FOR RELATED SERVICES
(if any)

1	2	3	4	5	6	7	8
No.	Description	Quantity	Physical unit	Place where Services are performed	Finish date	Unit Price	Total price (Col. 3x7)
Total bid price of Related Services including taxes, fees and charges (if any) <i>(Transfer to Table of bid price - Form No. 05)</i>							(I)

Legal representative of Bidder
(Independent Contractor/Representative of the Joint Venture under the Joint Venture Agreement)
[full name, position, signature and seal]

Notes:

Columns (1), (2), (3), (4), (5) and (6): the Purchaser insert information in conformity with the List of Related Services (if any) prescribed in Part 2 - Supply requirements.

Columns (7) and (8): the Bidder insert information.



BIDDER INFORMATION FORM

Date: _____

Number and name of procurement: _____

Bidder's name: ___[insert Bidder's name (<i>the independent contractor or the joint venture</i>)]
<i>In case of joint venture, name of each party: ___</i>
Place of business registration and operation: ___[insert province/city where the Bidder registers and operate business. For joint ventures, indicate the lead member], trường hợp là Nhà thầu liên danh thì ghi cho thành viên đứng đầu]
Year of establishment: ___[insert year of establishment. For joint ventures, indicate the lead member].
Bidder's legal address: ___[insert the registered address] [For joint ventures, indicate the lead member]
Bidder's legal representative information. For joint ventures, indicate the lead member. Name: _____ Address: _____ Telephone/Fax: _____ Email Address: _____
Notes: 1. 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. 2. Diagram of organizational structure of the Bidder [For joint ventures, indicate the lead member].



JOINT VENTURE PARTNER INFORMATION FORM

Date: _____

Number and name of procurement: _____

Bidder's name:
JV's Party name:
JV's Party Country of Registration:
JV's Party Year of Establishment:
JV's Party Legal Address in Country of Registration:
<p>JV's legal representative information</p> <p>Name: _____</p> <p>Address: _____</p> <p>Telephone/Fax: _____</p> <p>Email Address: _____</p>
<p>Notes:</p> <p>1. 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.</p> <p>2. Diagram of organizational structure.</p>

SIMILAR CONTRACTS PERFORMED BY BIDDER⁽¹⁾

[Location and date] _____

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

Required information of each contract: :

Name and number *[complete name and number of the contract]*Date of signing *[insert date]*Finish date *[insert date]*

Contract Price	<i>[insert total Contract price in contractual amount and currency]</i>		Equivalent _____ VND
Regarding joint venture member, insert value of contract in charge	<i>[insert rate of contract price in the total contract price]</i>	<i>[insert contractual amount and currency]</i>	Equivalent _____ VND

Investor's name (Purchaser): *[complete name of the Investor (Purchaser)]*Address: *[complete address of the Investor (Purchaser)]*Phone number/Fax: *[insert phone number, fax including, zip code, email address]*

Email:

Description of similar characteristics prescribed in Section 2.1 of Chapter III - Evaluation and Qualification Criteria⁽²⁾.1. Type of Good *[suitable information]*2. Value *[amount in VND]*

3. The value of the completed contract (3)	<i>[actual value of works performed, based on acceptance and contract liquidation]</i>
--	--

4. Scope *[scope of contract]*5. Other characteristics *[insert other characteristics if necessary]*

The Bidder shall enclose photocopies of related literature and documents on those contracts (certified that those contracts are completed in conformity with the above requirements by the Investor/Purchaser; acceptance minutes, contract liquidation documents, invoices in accordance with legal regulations, etc.).

Notes:

- (1) A similar contract shall mean a contract that has been completed and accepted. In the case of a joint venture, each member shall fill out this form separately.
- (2) The bidder shall only declare the components that are similar to the requirements of the bidding package.
- (3) In cases where the contract value is not denominated in Vietnamese Dong (VND), it shall be converted into VND based on the exchange rate specified in Section 2.1, Chapter III for evaluation purposes.

Form No. 08

TABLE OF PROPOSED KEY EMPLOYEES

The Bidder shall declare key employees having qualifications satisfying requirements prescribed in Section 2.2 of Chapter III - Evaluation and Qualification Criteria and be ready to perform the procurement; The bidder shall ensure that, upon contract signing (if awarded), the proposed employees are not in charge of another procurement with the same working time is declared in this Table.

1	Position: <i>[detailed position in the procurement in charge]</i>
	Name: <i>[insert name of key employee]</i>
2	Position: <i>[detailed position in the procurement in charge]</i>
	Name: <i>[insert name of key employee]</i>
3	Position
	Name
4	Position
	Name
5	Position
	Name



....	Position
	Name

Form No. 09

CURRICULUM VITAE OF KEY EMPLOYEES

The Bidder shall provide adequate information required below and enclose certified true photocopies of relevant qualifications.

Position		
Information of employee	Name	Date of birth:
	Qualifications	
Present position	Name of employer	
	Address of employer	
	Phone number:	Contact person (Chief/officer in charge of personnel)
	Fax	E-mail
	Position	Years of experience working for present employer



WORK EXPERIENCE OF KEY EMPLOYEES

Detailed working experience in management of specific procurements. Summary of work experience in sequence from the current time backwards.

From	To	Company/Project/Position/Relevant work and management experience

FINANCIAL SITUATION OF BIDDER ⁽¹⁾

Bidder's name [*Independent bidder or joint venture*]:

Date: _____

Name of joint venture member (if any): _____

Financial figures in the last 3 years ⁽²⁾ [VND]		
First year:	Second year:	Third year:



Information about the Balance sheet

Total assets			
Liabilities			
Net asset value			
Short-term assets			
Short-term liabilities			
Working capital			

Information about income statement

Total revenues			
Annual average revenue from business⁽³⁾			
Pre-tax profits			
Post-tax profits			

Enclose photocopies of financial statements (the Balance sheets including relevant description, income statements) in the last 3 years ⁽⁴⁾, which satisfy the following conditions:

1. The financial statement only includes financial situation of the Bidder or joint venture members (regarding joint venture) but not of an associate entity such as parent company or subsidiary companies or associate companies and the Bidder or joint venture members.
2. Financial statements must be complete and adequate as prescribed.
3. Financial statements must be complete corresponding to the accounting periods. Attached are certified true photocopies of one of the following documents:
 - Inspection record of tax declaration;
 - Tax self-declaration (VAT and enterprise income tax) whose time of submitting certified by tax authority;
 - Documentary evidence on electronic tax declaration by the Bidder;



- Certification of tax liability issued by the tax authority (certifying amount paid in the whole year);
- Audited financial report;
- Other documents;

Notes:

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

(2), (4) The period of time above is the same of the period of time prescribed in Section 2.1 of Chapter III - Evaluation and Qualification Criteria.

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

Form No. 12

SCOPE OF TASKS PERFORMED BY SUBCONTRACTOR⁽¹⁾

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

Notes:

(1) This Form is used in case of employment of subcontractors.

(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”, “Quantity of tasks”, “Estimated rate” is filled. Any subcontractor who is selected to perform the tasks shall be approved by the Investor.

(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 to the bid price.

(6) The Bidder specifies number of contracts or agreements, enclose with original copies or certified true photocopies of those documents.

Form No. 13

LIST OF SPECIAL SUBCONTRACTORS⁽¹⁾

No.	Names of special subcontractors⁽²⁾	Scope of tasks⁽³⁾	Quantity of tasks⁽⁴⁾	Estimated rate (%)⁽⁵⁾	Contract or agreement concluded with subcontractor⁽⁶⁾
1					
2					
3					
4					
...					

Notes:

To be used only if the Bidding Documents permit the engagement of a specialized Subcontractor prescribed in Chapter V – Scope of Supply. In case the Contractor engages a specialized Subcontractor, this Form shall be completed.

The specialized Subcontractor shall be subject to evaluation by the Purchaser regarding its qualifications and experience, as specified in Chapter III – Evaluation and Qualification Criteria.



Part II. SCHEDULE OF REQUIREMENTS

Chapter V. SCOPE OF SUPPLY

This Chapter constitute the foundation for the preparation of the Bid and the completion of the forms stipulated in Chapter IV – Bidding Forms.

Section 1. Scope of supply of Goods Description of the requirements of the bidding package regarding the scope of supply, related services, and technical specifications.

1. Scope of supply:

SCOPE OF SUPPLY

No.	Code	Services	Description of services	Unit	Quantity
1	I004441	Technical consultant service	<p>1. Scope of work: Developing detailed execution plan, procedures and technical document, preparing and providing necessary resources to perform the works according to the provisions of the contract to ensure safety, quality, and on or ahead of the contract schedule. Detail scope of work as below: -Conduct Infrared thermography inspections for the fired heater tubes and other related components of fired heaters (H-1101; H-1201; H-1202; H-1301; H-1302; H-1303; H-1304; H-2401) using specialized Infrared Thermography camera capable see through flames inside the fired Heaters, such as FLIR GF309 or FLIR G609 or equivalent. - Based on above inspection results, to prepare report analyzing and assessing the current condition of the fired Heaters. -Propose solutions to solve any existing issues and give any recommendations for improvement and optimization in the operation and maintenance to ensure their safe and efficient operation and maintenance, as well as to maintain mechanical integrity and preventing any incidents during operation.</p>	PACK	01



			<ul style="list-style-type: none"> - Share international standards related to carry out and evaluate the performance of the fired heaters. -Transfer techniques and On Job coaching for 10 personnel to use the FLIR GF-309/609 camera for inspection, analysis, and evaluation of the Heaters. -Propose advance solutions and tools/equipment for the inspection and evaluation of the Heaters. <p>2. Technical standards and procedures to be applied:</p> <ul style="list-style-type: none"> - API 530: Calculation of Heater-tube Thickness in Petroleum Refineries. - API 573: Inspection of Fired Boilers and Heaters. - ISO 10880:2017 Non-destructive testing - Infrared thermographic testing - General principles - ISO 18434-1:2008(en) Condition monitoring and diagnostics of machines - Thermography - Part 1: General procedures - ISO 18434-2:2019(en) Condition monitoring and diagnostics of machine systems - Thermography - Part 2: Image interpretation and diagnostics <p>3. Tools and equipment:</p> <ul style="list-style-type: none"> - The Bidder shall provide all tools, means, equipment, and machinery necessary to perform the work. 	
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Note:

For joint venture bidders, the division of work among members must be included in the "List of goods" column. If the division of work in the joint venture does not fall under the "List of goods" column, that joint venture agreement is considered invalid.



Part III. CONTRACT AND CONTRACT FORMS

Chapter VI. CONTRACT

1. General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder.

“Activity Schedule” is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;

(c) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Employer

(d) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

(e) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;

(f) “Dayworks” means varied work inputs subject to payment on a time basis for the Service Provider’s employees and equipment, in addition to payments for associated materials and administration.

(g) “Employer” means the party who employs the Service Provider

(h) “Foreign Currency” means any currency other than the currency of the country of the Employer;

(i) “GCC” means these General Conditions of Contract;

(j) “Government” means the Government of the Employer’s country;

(k) “Local Currency” means the currency of the country of the Employer;

(l) “Member,” in case the Service Provider consist of a consortium of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Service Provider’ rights and obligations towards the Employer under this Contract;

(m) “Party” means the Employer or the Service Provider, as the case may be, and “Parties” means both of them;

(n) “Personnel” means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;

(o) “Service Provider” is a person or corporate body whose Bid to provide the Services has been accepted by the Employer;

(p) “Service Provider’s Bid” means the completed bidding document submitted by the Service Provider to the Employer

(q) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;



- (r) “Specifications” means the specifications of the service included in the bidding document submitted by the Service Provider to the Employer
- (s) “Goods” means the material to be provided by the Provider pursuant to this Contract, as described in Chapter V. Scope of Supply.
- (t) “Subcontractor” means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.
- 1.2 Applicable Law The Contract shall be interpreted in accordance with the laws of the Employer’s country, unless otherwise specified in the Special Conditions of Contract (SCC).
- 1.3 Language This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 1.4 Notices Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC.
- 1.6 Authorized Representatives Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials specified in the SCC.
- 1.7 Taxes and Duties The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. Commencement, Completion, Modification, and Termination of Contract

- 2.1 Effectiveness of Contract This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be stated in the SCC.
- 2.2 Commencement of Services
- 2.2.1 Program Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.
- 2.2.2 Starting Date The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC.
- 2.3 Intended Completion Date Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is specified in the SCC. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be



- liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.
- 2.4 Modification Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.
- 2.5 Force Majeure
- 2.5.1 Definition For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- 2.5.2 No Breach of Contract The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- 2.5.3 Extension of Time Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 2.5.4 Payments During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.
- 2.6 Termination
- 2.6.1 By the Employer The Employer may terminate this Contract, by not less than thirty (30) days’ written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:
- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;
 - (b) if the Service Provider become insolvent or bankrupt;
 - (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
 - (d) if the Service Provider, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- For the purposes of this Sub-Clause:

- (i) “corrupt practice”¹ is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) “fraudulent practice”² is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) “collusive practice”³ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice”⁴ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

2.6.2 By the Service Provider

The Service Provider may terminate this Contract, by not less than thirty (30) days’ written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

- (a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the Service Provider:

1 For the purpose of this Contract, “another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

2 For the purpose of this Contract, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

3 For the purpose of this Contract, “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

4 For the purpose of this Contract, “party” refers to a participant in the procurement process or contract execution.



- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

3. Obligations of the Service Provider

3.1 General

The Service Provider shall perform the Services in accordance with the Specifications and the Scope of Work, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.

3.2 Conflict of Interests

3.2.1 Service Provider Not to Benefit from Commissions and Discounts.

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project

The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;
- (b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

3.3 Confidentiality



- 3.4 Insurance to be Taken Out by the Service Provider The Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Employer and in compliance with applicable law, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Employer's request, shall provide evidence within 7 (seven) working days after Effective Date to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.
- 3.5 Service Provider's Actions Requiring Employer's Prior Approval The Service Provider shall obtain the Employer's prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract for the performance of any part of the Services,
 - (b) (c) changing the Program of activities; and
 - (d) any other action that may be specified in the SCC.
- 3.7 Documents Prepared by the Service Provider to Be the Property of the Employer All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Employer, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SCC.
- 3.8 Liquidated Damages
- 3.8.1 Payments of Liquidated Damages The Service Provider shall pay liquidated damages to the Employer at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.
- 3.8.2 Correction for Over-payment If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.
- 3.9 Performance Security The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract in case of a bank



guarantee, and until one year from the Completion Date of the Contract in the case of a Performance Bond.

4. Service Provider's Personnel

4.1 Description of Personnel The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Employer.

4.2 Removal and/or Replacement of Personnel (a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.

(b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.

(c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Employer

5.1 Assistance and Exemptions The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as specified in the SCC.

5.2 Change in the Applicable Law If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.

6. Payments to the Service Provider

6.1 Lump-Sum Remuneration The Service Provider's remuneration shall include:
+ not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.

6.2 Contract Price (a) The price payable in local currency is set forth in the SCC.

(b) The price payable in foreign currency is set forth in the SCC.

6.3 Payment for Additional Services, and For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.



Performance Incentive Compensation		If the SCC so specify, the service provider shall be paid performance incentive compensation as set out in the Performance Incentive Compensation appendix.
6.4 Terms and Conditions of Payment	and	Payments will be made to the Service Provider according to the payment schedule stated in the SCC. Unless otherwise stated in the SCC, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.
6.5 Interest on Delayed Payments	on	If the Employer has delayed payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate stated in the SCC.
6.7 Dayworks		<p>6.7.1 If applicable, the Daywork rates in the Service Provider's Bid shall be used for small additional amounts of Services only when the Employer has given written instructions in advance for additional services to be paid in that way.</p> <p>6.7.2 All work to be paid for as Dayworks shall be recorded by the Service Provider on forms approved by the Employer. Each completed form shall be verified and signed by the Employer representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.</p> <p>6.7.3 The Service Provider shall be paid for Dayworks subject to obtaining signed Dayworks forms as indicated in Sub-Clause 6.7.2</p>
7. Quality Control		
7.1 Identifying Defects		The principle and modalities of Inspection of the Services by the Employer shall be as indicated in the SCC. The Employer shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect. Defect Liability Period is as defined in the SCC.
7.2 Correction of Defects, and Lack of Performance Penalty	of	<p>(a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.</p> <p>(b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice.</p> <p>(c) If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.</p>
8. Settlement of Disputes		
8.1 Amicable Settlement		The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.



8.2 Dispute Settlement

8.2.1 If any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within 14 days of the notification of disagreement of one party to the other.

8.2.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

8.2.3 The Adjudicator shall be paid by the hour at the rate specified in the BDS and SCC, together with reimbursable expenses of the types specified in the SCC, and the cost shall be divided equally between the Employer and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.

8.2.4 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the SCC.

8.2.5 Should the Adjudicator resign or die, or should the Employer and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Employer and the Service Provider. In case of disagreement between the Employer and the Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the SCC at the request of either party, within 14 days of receipt of such request.



CHAPTER VI.1 SPECIAL CONDITIONS OF CONTRACT

Unless provided otherwise, all special conditions of contract shall be completed before issuing the Invitation for Bid.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	The words “in the Government’s country” are amended to read “in [name of country].”
1.1(a)	The Adjudicator is Vietnam International Arbitration Centre at the Vietnam Chamber of Commerce and Industry (VIAC).
1.1(e)	The contract name is _____.
1.1(h)	The Employer is _____.
1.1(m)	The Member in Charge is _____.
1.1(p)	The Service Provider is _____.
1.2	The Applicable Law is: Vietnam
1.3	The language is English
1.4	The addresses are: Employer: Binh Son Refining and Petrochemical, JSC. Attention: Mr – President & CEO Telex: (84-55) 3616666 Facsimile: (84-55) 3616555 Goods Provider: Attention: Telex: Facsimile:
1.6	The Authorized Representatives are: For the Employer: Mr – President & CEO For the Goods Provider:
2.1	The date on which this Contract shall come into effect is _____.
2.2.2	The Starting Date for the commencement of Services is _____.
2.3	The Intended Completion Date is _____.
3.2.3	Activities prohibited after termination of this Contract are: _____
3.4	The risks and coverage by insurance shall be: In accordance with Vietnamese applicable Law, it is required to obtain and maintain the following insurance: (i) Third Party motor vehicle (ii) Third Party liability (iii) Employer’s liability and workers’ compensation with a limit to comply with all applicable laws (iv) Professional liability (v) Loss or damage to equipment and property mobilized by Service Provider
3.5(d)	The other actions are _____.
3.7	Restrictions on the use of documents prepared by the Service Provider are:



Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
3.8.1	<p>The liquidated damages rate is 0.5% (zero point five percent) of the Contract Price per day each week of any delay of any unit.</p> <p>The maximum amount of liquidated damages for delay for the whole contract is 8% (eight percent) of the Contract Price.</p> <p>Liquidated damages are only payable by the CONTRACTOR where a delay is directly attributable to the CONTRACTOR. Any delays caused by the OWNER'S failure to provide information, materials, site access or anything else which affects the CONTRACTOR'S ability to perform the Services will not result in the CONTRACTOR being liable for liquidated damages. Payment of any liquidated damages is subject to the CONTRACTOR'S limitation of liability.</p>
3.8.3	<p>The percentage _____ to be used for the calculation of Lack of performance Penalty(ies) is _____.</p>
3.9	<p>a) Performance Security covering 05% (five percent) of the CONTRACT PRICE in the form of a Bank Guarantee issued by a bank or a credit institution lawfully operating in Vietnam. Performance Security shall be valid until full completion and delivery of the Goods plus 30 days. If the contract duration needs extending, the validity of the Bank guarantee for Performance Security must also be extended accordingly.</p> <p>b) If CONTRACTOR commits any material breach of any of its obligations under the CONTRACT, OWNER may, by a 7-day notice to CONTRACTOR, with a copy thereof to the issuing Bank, make demand under the Bond. CONTRACTOR shall not prevent the Bank paying OWNER's demand under the Bond</p>
5.1	<p>The assistance and exemptions provided to the Service Provider are: Import/export tax exemption for temporary equipment which is used for the performance of the services.</p>
6.2(a)	<p>The amount in local currency is Vietnam Dong.</p>
6.2(b)	<p>The amount in foreign currency or currencies is United State Dollar.</p>
6.3.2	<p>The performance incentive paid to the Service Provider shall be: not applied</p>
6.4	<p>Payments shall be made according to the following schedule:</p> <ul style="list-style-type: none"> - Advance payment for thirty percent (30%) of the Contract Price, payable within thirty (30) days after the OWNER receives the full original set of payment documents, comprised of: <ul style="list-style-type: none"> + Payment request signed by each Consortium member's authorized representative (if any); + Advance payment guarantee covering the Advance payment amount. Advance payment guarantee shall be issued by a commercial bank lawfully operating in Vietnam. The bank guarantee for the Advance payment shall be valid until full completion and delivery of the Goods plus 30 days; + Performance Security covering five percent (05%) of the Contract Price in the form of a Bank Guarantee issued by a bank lawfully operating in Vietnam. Performance Security shall be valid until full completion and delivery of the Goods plus 30 days;



Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>– Final payment: Payment for seventy percent (70%) of the Contract Price within thirty (30) days after the OWNER receives the full original set of payment documents, comprised of:</p> <p>+ Payment request signed by each Consortium member’s authorized representative (if any);</p> <p>+ Commercial Invoice;</p> <p>+ Completion Acceptance Protocol;</p> <p>+ CO, CQ (if any);</p>
6.5	<p>Payment shall be made within 30 days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within _____ days in the case of the final payment.</p> <p>The interest rate is _____.</p>
7.1	<p>The principle and modalities of inspection of the Services by the Employer are as follows: _____</p> <p>The Defects Liability Period is _____.</p>
8.2.3	<p>The Adjudicator is _____. Who will be paid a rate of _____ per hour of work. The following reimbursable expenses are recognized:</p>
8.2.4	<p>The arbitration procedures of Vietnam International Arbitration Centre at the Vietnam Chamber of Commerce and Industry (VIAC) will be used. The arbitration shall take place in Viet Nam</p>
8.2.5	<p>The designated Appointing Authority for a new Adjudicator is _____</p>



Chapter VII. CONTRACT FORMS

This Chapter includes the forms that are integral parts of the Contract upon completion:

Form No. 14: Notification of Award Form

No. 15. Performance Security

Form No. 16. Bank guarantee for Advance payment



NOTIFICATION OF AWARD

____, day ____ month ____ year ____

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

Subject: Notification of Award

Pursuant to Decision No. __ dated __ month __ year __ of the Purchaser *[insert name of the Purchaser, hereinafter referred to as the “Purchaser”]* approving the bid award results for the package: __ *[insert name and code of the package]*, the Purchaser *[insert name of the Purchaser]* hereby notifies that the Bidder *[insert name of the Bidder]* has been awarded the contract to execute the package *[insert name and code of the package. In case the package is divided into multiple parts, specify the name and code of the part awarded to the Bidder]* with the awarded bid price of: ____ *[insert the awarded bid price as per the bid award approval decision]* and the contract implementation period of: __ *[insert the actual contract duration as per the bid award approval decision]*.

The legal representative of the Bidder is requested to proceed with contract finalization and signing with the Purchaser according to the following schedule:

- Contract finalization deadline: __ *[insert contract finalization deadline]*, at the location *[insert location of contract finalization]*;
- Contract signing date: __ *[insert contract signing date]*; at the location *[insert contract signing location]*. The draft contract documents are enclosed.

The Bidder is requested to provide the performance security according to Form No. 15 in Chapter VII. Contract Forms of the Bidding Documents with the amount of ____ and validity period of ____ *[insert the corresponding amount and validity period as required by the Bidding Documents]*.

This document is an integral part of the Contract Documents. Upon receipt of this notification, the Bidder must send a written acceptance and proceed to finalize and sign the contract and provide the performance security as required above. At the same time, the Bidder must confirm that its current capacity remains unchanged. The Purchaser reserves the right to refuse contract finalization and signing if it discovers that the Bidder’s current capacity no longer meets the contract requirements.

If by __ day __ month __ year __ (1), the Bidder does not finalize and sign the contract or refuses to do so, or does not provide the performance security as required above, the Bidder will be disqualified and its bid security will not be refunded.



Legal Representative of the Procuring Entity

[Insert name, title, signature, and seal]

Attachments: Draft contract documents including Contract and Contract Appendices.

Note:

(1) Insert the deadline consistent with the validity period of the Bidder's bid bond.



PERFORMANCE SECURITY

[Location]_____,[Date]_____

To: _____ *[insert the Purchaser's name]*
 (hereinafter referred to as the Purchaser)

At the request of the Supplier *[insert name of Supplier]* (hereinafter referred to as Supplier) has been the successful Bidder of the procurement _____ *[the procurement's name]* and commit to enter into contract of good supply for the aforesaid procurement (hereinafter referred to as contract); ⁽²⁾

According to the Invitation for Bid (or contract), the Bidder must give a Performance Guarantee issued by a bank with a given amount to ensure the their duties and obligations in the performance of the contract;

We, _____ *[insert name of the bank]*, locates in _____ *[insert name of country or territory]*, have registered headquarters at _____ *[the bank's address⁽³⁾]* (hereinafter referred to as "Bank"), to undertake to guarantee the performance of the contract by the Supplier with an amount of _____ *[insert equivalent value in figures and words and currency as specified in the Invitation for Bid]*. We hereby unconditionally and irrevocably under take to pay you any sum(s) not exceeding _____ *[insert amount(s) in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default within the effective period of the performance security.

This guarantee comes into effect from the issue date until _____ *[date]* ⁽⁴⁾.

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

Notes:

(1) Applies only in cases where the performance security is in the form of a bank guarantee or financial institution guarantee.

(2) If the guaranteeing bank requires a signed contract before issuing the guarantee letter, the Bidder shall report to the Purchaser for consideration and decision. In this case, the above paragraph may be amended as follows:

"Upon the request of _____ *[insert Bidder's name]* (hereinafter referred to as the Bidder), the successful Bidder of the package _____ *[insert package name]* has signed Contract No. _____ *[insert contract number]* dated ___ day ___ month ___ year ___ (hereinafter referred to as the Contract)."

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

(4) Specify the duration in accordance with the requirements stipulated in the draft contract.



BANK GUARANTEE FOR ADVANCE PAYMENT⁽¹⁾

[Location]_____,[Date]_____

To: _____[insert the Purchaser's name]
(hereinafter referred to as the Purchaser)

[The name and number of the Contract Agreement]

According to conditions of SCC in the Contract, _____*[insert name and address of the Supplier]* (hereinafter referred to as the Supplier) is required a Bank Guarantee for advance payment to ensure the proper use of an advance of _____*[insert amount(s) in figures and numbers and currency]* by the Supplier;

We, _____*[insert name of the bank]*, locates in _____*[insert name of country or territory]*, have registered headquarters at _____*[the bank's address⁽²⁾]* (hereinafter referred to as "Bank"), at the request of the Purchaser, hereby unconditionally and irrevocably to pay you any sum or sums not exceeding in total an amount of _____*[insert amount(s) in figures and words as specified in SCC Section 15.1 of the Invitation for Bid]*.

In addition, we hereby agree that any change, supplement or adjustment to the conditions of the Contract or any relevant document entered into between the Supplier and the Purchaser shall not change any our duty or obligation under this guarantee.

The value of this guarantee shall gradually decrease in proportion to the advance that the Purchaser recovers through payment periods prescribed in the provisions of Contract together with the certification of advance recovery issued by the Purchaser.

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until _____*[insert date]*⁽³⁾ or upon the full recovery of the advance, whichever is sooner.

Legal representative of the Bank

[Full name, position, signature and seal]



Notes:

(1) Based on the specific conditions of the contract package, stipulate requirements in accordance with the provisions of the Contract.

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

(3) Enter the expiration date of the Advance Payment Guarantee in accordance with Article 8 – Terms and Conditions of the Contract.

In case the Bidder does not use the Advance Payment Guarantee template provided by the Purchaser, the Bidder may use the template of the Bank designated to receive payment/advance payment under the contract; however, the content of the Guarantee must still meet the requirements as set forth in Appendix 03 of the Contract.

In case an extension of the contract implementation period is necessary, the Purchaser may require the Bidder to extend the validity period of the advance payment guarantee accordingly.



Part IV. EVALUATION CRITERIA AND INSTRUCTION FOR ONLINE SUBMISSION

Chapter VIII. Validity Checking and Evaluation Criteria for Adjusted Bids Submitted via E-Procurement System

No.	Contents according to Bidding Documents for direct submission	Contents according to Bidding Documents for Online submission
1	Check for consistency between original and scanned copies	Not applicable for bids submitted for Online submission.
2	Must have original bid documents	Must have original bid documents or scanned copies successfully uploaded to BSR's electronic bid submission/receipt system before the bid closing time. Detailed guidance is in Chapter IX of the Bidding Documents.
3	Bid submission letter signed and sealed by the authorized representative of the Bidder as required. For joint ventures, each member's authorized representative must sign and seal the letter, or the lead member signs on behalf of the JV per the JV agreement	Same as direct submission. For electronic bids, the bid submission letter must be a scanned color copy, signed (electronic signature is allowed if the Bidder uses it), sealed as required. Bidder must provide email and phone number of the legal representative for the evaluation team to confirm authenticity.
4	Valid bid security with original copy	Valid bid security with original letter, bank transfer to BSR's account, or electronic bank guarantee sent to a bank notified by the Procuring Entity. In all cases, BSR must receive the bid security before the bid closing time. Other evaluation criteria for bid validity remain unchanged compared to direct submission.

The remaining contents regarding the evaluation of the validity of the Bidding Documents (BDS) shall be maintained as in the direct submission method.



CHAPTER IX: INSTRUCTIONS FOR BID SUBMISSION THROUGH BSR SYSTEM

I. INSTRUCTIONS ON HOW TO SUBMIT BIDS VIA BSR SYSTEM

BSR's invitation for bids is posted at: <https://bsr.com.vn/vi/moi-thau>

Bidders complete purchase of Bidding Documents and contact BSR's bid document sales personnel to receive the documents via email.

If the Bidder cannot submit the Bid directly or by mail by the deadline, the Bidder may submit bids electronically via BSR's system at: <https://dauthau.bsr.com.vn>

Requirements for preparing and submitting electronic bids:

a. Preparation Steps for Electronic Bid Submission

Prepare bid documents according to the rules and adjustments in Appendix 02: Criteria for Validity Evaluation of Electronic Bids;

Convert all bid contents into *pdf format*, set security to read-only or apply electronic signature;

Separate bid proposal documents into individual *.pdf files*, numbered and named as follows:

- ✓ Bid submission letter and price schedule (*);
- ✓ Discount letter (if any) (**);
- ✓ Bid security;
- ✓ Documents proving eligibility;
- ✓ Experience and capability documents;
- ✓ Technical proposal;
- ✓ Other related documents.

Note:

- For single-stage two-envelope bids, (*) and (**) are financial proposal files, compressed and password-protected separately, password only provided to the evaluation team at the financial proposal opening stage.
- Compress the files into a *.rar* or *.zip* archive, password protect the archive; password is given to the evaluation team only at bid opening. Strong password recommended (at least 8 characters including uppercase, lowercase, numbers, special characters).

Important:

- Bidder is responsible for safeguarding the password and only discloses it at bid opening; failure to provide password at bid opening leads to bid being considered late.



- File name format: BidderName-Bid-BSROrderNumber-ProcurementDeptCode (e.g., “ABCCompany-Bid-DH270-21-1980-TMDV”).

b. Steps to Submit Bid via System

Notify BSR’s bid document sales personnel at least 48 working hours before bid closing about intent to submit electronically;

Sales personnel will create bidder account credentials (username, password) for submission at <https://dauthau.bsr.com.vn>;

Bidder logs in via provided link, uploads files, and after successful submission, the system automatically sends a confirmation email;

Notes:

- Bidder is responsible for the confidentiality of login credentials and may change the password;
- Bidder must safeguard the archive password and disclose it only at bid opening; failure to provide password means bid is late.

II. INSTRUCTIONS REGARDING BID SECURITY

Bidders may choose one of three forms of bid security when submitting electronically:

1. Electronic bank guarantee;
2. Bank transfer to BSR’s account;
3. Bank guarantee issued by a bank;

Content, value, and validity period of the bid security must comply with the Bidding Documents.

For electronic bank guarantee, before issuing the official guarantee, bidders should request the bank to send a draft for BSR to review the guarantee’s conditions ensuring smooth claim procedures.

Electronic bank guarantees must be sent to one of the designated banks listed below:

No.	Bank	SWIFT Code
1	Vietcombank – Quang Ngai Branch	BFTVVNVX027
2	Vietinbank – Quang Ngai Branch	ICBVVNVX520
3	BIDV – Quang Ngai Branch	BIDVVNVX
4	PVcomBank – Quang Ngai Branch	WBVVNVX
5	Techcombank - Quang Ngai Branch	VTCB VNVX
6	Ngân hàng Liên Việt - Quang Ngai Branch	LVBKVNVX



- **Beneficiary Name:** Bình Sơn Refining & Petrochemical Joint Stock Company
- **Address:** 208 Hung Vuong Boulevard, Nghia Lo Ward, Quang Ngai City.
- **Bidders should instruct their bank to include the following information for easy tracking:**"[Bidder's Name] + bid security for package + [order number] + BSR + purchasing department code."
- **Example:** "ABC Company - bid security for package - ĐH270-21-1980-BSR-TMDV.

Note: To avoid delays in notifying BSR, bidders are encouraged to print the bank's guarantee notification and attach it to their bid documents (if possible).

- For bid security by bank transfer, attach the transfer receipt/payment order to the bid documents and ensure funds are credited to BSR's account before bid closing. The transfer description must follow the same format as the electronic guarantee.
- For bid security by bank guarantee, attach a copy to the bid documents and send the original to the bid submission address as specified in the Bidding Documents, ensuring BSR receives the original before bid closing.

