

# BIDDING DOCUMENTS

**Procurement's name: Provision of materials for the maintenance and repair of equipment T-1101 during the 6th Turnaround according to PR No. 969/1100003970/ĐH-KHSX.**

**Issued on:**

**Purchaser**



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## ABBREVIATIONS

|                                |   |
|--------------------------------|---|
| Procurement Regulations of BSR | 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 1. 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 2 - Supply Requirements**, in compliance with the Procurement Regulations (PR) 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. Inequality and intransparency, 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 BSR Procurement Regulations;

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/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 payment**

The Bid currency is EURO or USD for international bidding and VND for domestic bidding.

The Payment currency payment is EURO or USD for international bidding and VND for domestic bidding, or another currency in accordance with applicable laws.

The bidding price shall be converted to EURO 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 VI – 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 BSR Procurement Regulations 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 10 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 the discrepancy between the original and the copies. In the event of any discrepancy between the original and the copies which does not affect the rank of the Bidder, the original shall prevail. In the event of any discrepancy between the original and the copies which does not affect the rank of the Bidder, the Bid 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 it 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 BSR Procurement Regulations leading the nonsatisfaction of the successful bidder.
4. The Bidder commits a prohibited act as specified in Article 69 of the BSR



Procurement Regulations.

5. An organization or individual, other than the Bidder, commits a prohibited act as specified in Article 69 of the BSR Procurement Regulations, 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 the signing contract or the effective date of the contract, the successful bidder shall furnish the Performance Security in accordance with the provisions stipulated in the Contract. 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 BSR Procurement Regulations, the Bidder shall notify organizations or individuals of monitoring bidder selection progress as prescribed in the BDS.



## Chapter II. BID DATA SHEET (BDS)

|                 |  |
|-----------------|--|
| <b>ITB 1.1</b>  | The Purchaser is: Binh Son Refining and Petrochemical JSC  |
| <b>ITB 1.2</b>  | The procurement's name: Provision of materials for the maintenance and repair of equipment T-1101 during the 6th Turnaround according to PR No. 969/1100003970/ĐH-KHSX.  |
| <b>ITB 1.3</b>  | The maximum contract implementation period is: 11 months from the contract signing date, including the delivery time is 10 months from the contract signing date and 01 months for acceptance of material.   |
| <b>ITB 2</b>    | Sources of Funds: Turnaround cost of BSR   |
| <b>ITB 6.1</b>  | The Purchaser shall receive the request for Clarification of Bidding Documents not later than 5 working days before the bid closing time.  |
| <b>ITB 7.3</b>  | <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> |
| <b>ITB 12.1</b> | Alternative Technical Proposal <i>shall not be</i> considered.   |
| <b>ITB 13.5</b> | Parts of the package: <i>Not applicable.</i>   |
| <b>ITB 16.2</b> | 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.   |
| <b>ITB 17.1</b> | The bid validity period shall be: $\geq 120$ days from the bid closing time.   |







## 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.  |  |  |  |
| 7 | The Bidder's status is valid as prescribed in Section 4, Chapter I. Instructions to Bidders.   |  |  |  |
| 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). |  |  |  |

**\* 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         | <b>Tax obligation fulfillment</b> | Fulfilled the tax obligations for the most recent fiscal year as of the bid closing date.   | Satisfied          | Not applicable            | Satisfied           | Attached supporting documents  |
| 2         | <b>Financial capacity</b>         |   |                    |                           |                     |  |
| 2.1       | <b>Financial outcome</b>          | 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       | <b>Annual average revenue from business</b> (excluding VAT)                       | The Bidder's average annual revenue (excluding VAT) for the 03 most recent fiscal years as of the bid closing date must be at least 10.800.000.000 VND (Ten billion and eight hundred million Vietnamese Dong) for domestic bidders or 340,000.00 EUR (Three hundred forty thousand Euros) for foreign bidders.  | Satisfied          | Satisfied                 | Satisfied (equivalent to their tasks performed) | Form No. 11 and attached supporting documents as instructed in this form   |
| 3         | <b>Experience to perform contracts of provision of similar Goods and Services</b> | 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 2022 to the deadline for submission of bids.<br>In which similar contracts are:<br>- Similar properties: Contracts for the supply of materials, spare parts in industry field.<br>- Completed with minimum scale (value): 150,000.00 EUR (One hundred fifty thousand Euros) for foreign bidders or 5.000.000.000 | 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                             |                               |
|           |  | VND (Five billion Vietnamese Dong) for domestic bidders.   |                    |                           |   |                               |
| 4         | <b>Documents proving the origin of goods</b> | <p>The Bidder shall provide at least one of the following documents/documents to prove:</p> <ul style="list-style-type: none"> <li>- A license or authorization letter for sales issued by the manufacturer or the manufacturer's representative or the manufacturer's authorized distributor/dealer; or</li> <li>- The manufacturer's or manufacturer's representative's or manufacturer's official distributor/agent's official and direct quotation to the Bidder.</li> </ul> <p>In case the Bidder is a manufacturer, this criterion does not apply.</p> | Satisfied          | Satisfied                 | Satisfied (equivalent to their tasks performed) | Attached supporting documents |



## 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:** Not applicable.

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 5: 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. | Position | Quantity | Years of experience in similar jobs (at least ___years) | Qualification (Minimum qualification ___) |
|-----|----------|----------|---|---|
| 1   |          |          |   |   |
| 2   |          |          |   |   |
| 3   |          |          |   |   |
| 4   |          |          |   |   |
| 5   |          |          |   |   |
| ... |          |          |   |   |

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  | Review content  | Request content  | Evaluation criteria |               |
|-----|---|--|---------------------|---------------|
|     |   |  | PASS                | FAIL          |
| I   | Scope of Supply   | ✓ Follow to requirements in Chapter V- Scope of Supply.  | Satisfied           | Not Satisfied |
| II  | Characteristics and technical specifications of the goods | <ul style="list-style-type: none"> <li>✓ In accordance with the requirements of each part specified in Chapter V – Scope of Supply.</li> <li>✓ The list of goods offered must state: Manufacturer’s name, country of origin, technical information, model code (model, serial number, or Part number (P/N)), and be accompanied by technical documents (Data sheet/manual, etc.).</li> <li>✓ For goods offered with a change in model code (change of P/N) compared to the Bidding Documents, a confirmation letter from the current manufacturer must be provided.</li> <li>✓ In case of equivalent offers, the BIDDER must attach dossiers/documents (including a comparison table) proving that the bidder’s materials are compatible with BSR’s existing system, and have construction/features/technical specifications equal to or higher than the requirements for the Employer’s evaluation. Provide the detailed drawing and datasheet of equivalent goods.</li> </ul> <p>Concurrently comply with the technical requirements specified in Section 3.3 – Technical Specifications for Equivalent Goods.</p> | Satisfied           | Not Satisfied |
| III | Other Requirements  |  | Satisfied           | Not Satisfied |
| 1   | Type of Contract  | Lump sum.<br>(The Contractor may include this  | Satisfied           | Not Satisfied |



| No | Review content                 | Request content  | Evaluation criteria |               |
|----|--------------------------------|--|---------------------|---------------|
|    |                                |  | PASS                | FAIL          |
|    |                                | information in the Bid)  |                     |               |
| 2  | Contract implementation period | Contract implementation period is 11 months, below included:<br>- Delivery time: 10 months from the contract signing date;<br>- Expected acceptance time: 01 months.   | Satisfied           | Not Satisfied |
| 3  | Warranty Period                | Minimum 12 months from the date of installation and service or 18 months from the date of acceptance of the goods  | Satisfied           | Not Satisfied |
| 4  | Delivery Location              | CIF – Da Nang, Vietnam, incoterm 2020.<br><i>(For domestic bidders, a detailed price breakdown from CIF – Da Nang to DDP- Dung Quat refinery shall be submitted for reference. Nevertheless, CIF – Da Nang shall remain the sole basis for bid evaluation, comparison and Ranking of bidders).</i>   | Satisfied           | Not Satisfied |
| 5  | Documents upon Delivery        | The Contractor shall confirm in writing that all delivery documents are provided, specifically:<br>- Certificate of Origin (C/O) issued by the manufacturer or competent authority of the manufacturing/exporting country (original/copy);<br>- Certificate of Quality (C/Q) issued by the manufacturer (original/copy);<br>- Material certificate ( MC) issued by the manufacturer (original/copy);<br>- Warranty letter issued by the Contractor (original). | Satisfied           | Not Satisfied |
| 6  | Condition and Quality of Goods | The Contractor affirms/confirms (with attached written documents in the Bid Submission Document):<br><br>Goods supplied are 100% new, unused, and guaranteed to meet the manufacturing standards of the manufacturer.  | Satisfied           | Not Satisfied |



### 3.3 Technical Specifications for Equivalent Goods.

**TECHNICAL CRITERIA TABLE – EVALUATION OF EQUIVALENT MATERIALS (03 TRAYS #1, #2, #3 – T-1101)**

| Item     | Group             | Criteria                            | Existing requirement (Tray #1 & #3)               | Existing requirement (Tray #2)                    | Minimum requirement for equivalency evaluation  | Mandatory supporting documents  |
|----------|-------------------|-------------------------------------|---|---|---|---|
| <b>1</b> | <b>HYDRAULICS</b> |                                     |   |   |   |   |
| 1.1      | Hydraulics        | Tray type & number of passes        | 2-pass MVG (odd trays 1 U/I 3)                    | 2-pass MVG (tray #2)                              | No change in number of passes and flow direction; equivalent active area; no modification to the column/support ring required.  | GA + Flowchart, comparison table, fit-up commitment.                      |
| 1.2      | Hydraulics        | Valve type & net lift               | MVG/HVG valve; net lift per OEM design            | MVG/HVG valve; net lift per OEM design            | Valve with equivalent Capacity- $\Delta P$ -Turndown; control weeping/entrainment.  | Valve datasheet + catalogue + hydraulic calculation/curve report          |
| 1.3      | Hydraulics        | Downcomer geometry                  | DC length ~810 mm                                 | DC length ~2045–2130 mm                           | Maintain equivalent backup height/residence time; do not increase flooding risk; do not reduce liquid disengagement capability. | Downcomer drawing + downcomer calculation + flooding control confirmation |
| 1.4      | Hydraulics        | Weir (type/height/length)           | Inlet weir noted “spot-welded”; length per panel. | Inlet weir noted “spot-welded”; length per panel. | Equivalent weir height/crest and length; apron clearance unchanged; no change to seal pan/dump box interface (if any).          | Weir/apron drawing + fabrication description + welding/spot-weld ITP      |
| 1.5      | Hydraulics        | Perforation pattern / valve density | Pitch 150; #11/#14 holes; per panel layout.       | Pitch 150; #11/#14 holes; per panel layout.       | % open area and valve density equivalent; minor deviation only  | Pattern drawing + % open area/valve density summary table                 |



| Item     | Group             | Criteria                                    | Existing requirement (Tray #1 & #3)   | Existing requirement (Tray #2)  | Minimum requirement for equivalency evaluation   | Mandatory supporting documents  |
|----------|-------------------|---|---|---|--|---|
|          |                   |   |   |   | acceptable if hydraulics are proven not to degrade.  |   |
| 1.6      | Hydraulics        | Hydraulic performance (capacity) commitment | Per existing design   | Per existing design   | Calculation report including: Capacity (@ design V/L, $\Delta P$ /tray, Efficiency, Entrainment, Weeping, Turndown, % flooding); stable operation guarantee. | Hydraulic calculation report + guarantee letter                                       |
| <b>2</b> | <b>MECHANICAL</b> |   |   |   |  |   |
| 2.1      | Mechanical        | Basic dimensions of column/tray             | Column I.D. 6700; Tray O.D. 6610 (OVL 40); Support ring t=12; datum from top of support ring. | Column I.D. 6700; Tray O.D. 6610 (OVL 40); Support ring t=12; datum from top of support ring. | Fit-up as-is; no elevation changes; no structural modification to the column.  | GA + interface dimensions + installation drawing + “no field modification” commitment |
| 2.2      | Mechanical        | Manhole & panelization                      | All parts pass through manhole $\varnothing 570$ ; removable from top and bottom.             | All parts pass through manhole $\varnothing 570$ ; removable from top and bottom.             | Panel size/weight equivalent; maintenance/removal not more difficult; no field cutting/modification required.  | Panelization drawing + installation method statement                                  |
| 2.3      | Mechanical        | Clamps & bolts / bolting bar                | Universal clamp/bolting bar; bolt spec per drawing  | Universal clamp/bolting bar; bolt spec per drawing  | Compatible with clamp/bolting bar; no transition piece required; bolt material suitable for service environment.   | BOM + bolt/clamp specification + clamp detail drawings                                |
| <b>3</b> | <b>MATERIAL</b>   |   |   |   |  |   |



| Item     | Group                | Criteria  | Existing requirement (Tray #1 & #3)              | Existing requirement (Tray #2)                   | Minimum requirement for equivalency evaluation   | Mandatory supporting documents   |
|----------|----------------------|---|--|--|--|--|
| 3.1      | Material             | Material for each component (deck, valve, downcomer, weir, fasteners, etc.) | As per existing drawings/BOM                     | As per existing drawings/BOM                     | Equivalent or higher corrosion resistance/strength; compatible with crude/sour service; no lower-grade materials.              | MTC EN 10204 3.1 + grade equivalency table + manufacturer certificate              |
| 3.2      | Material             | 100% new goods  | —  | —  | 100% new, unused; manufactured to the manufacturer's applicable standards.   | Commitment/evidence dossier + Warranty letter.                                     |
| <b>4</b> | <b>QA/QC</b>         |   |  |  |  |  |
| 4.1      | QA/QC                | Fabrication tolerances & finishing  | Pitch/row distance tolerances; spot-weld at weir | Pitch/row distance tolerances; spot-weld at weir | Equivalent or tighter tolerances; welding/spot-weld controlled per WPS/PQR; 100% dimensional inspection of all interfaces.     | ITP + WPS/PQR + dimensional inspection report + NDT (if applicable)                |
| 4.2      | QA/QC                | Delivery dossier  | C/O, C/Q, Material certificate, Warranty...      | C/O, C/Q, Material certificate, Warranty...      | Provide complete delivery documents: C/O, C/Q, MC, warranty... in accordance with ITB/Contract.                                | Commitment to provide full set of documents: C/O, C/Q, MC, warranty, packing list. |
| <b>5</b> | <b>DOCUMENTATION</b> |   |  |  |  |  |
| 5.1      | Document             | List of goods offered   | —  | —  | Must state: Manufacturer, country of origin, technical information, model code (model/serial/P/N) and attach datasheet/manual. | Quotation sheet + datasheet/manual   |



| Item | Group    | Criteria          | Existing requirement (Tray #1 & #3) | Existing requirement (Tray #2) | Minimum requirement for equivalency evaluation  | Mandatory supporting documents                                |
|------|----------|-------------------|-------------------------------------|--------------------------------|---|---|
| 5.2  | Document | Equivalency offer | —                                   | —                              | Must submit an equivalency dossier demonstrating compatibility with the existing system and equal or higher performance parameters; include comparison table, detailed drawings, and datasheet. | Equivalency dossier + comparison table + drawings + datasheet |



#### **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.

**Notes: The above steps are conducted on the CIF quoted of Bidders. For domestic bidders, a detailed price breakdown from CIF – Da Nang to DDP- Dung Quat refinery shall be submitted for reference.**

#### **Section 6. The procurement is divided into independent lots (if any)**

If the procurement is divided into independent lots as prescribed in ITB Section 31.6, the procedures below shall be followed:

1. The Bidding Documents shall specify: conditions of bid; measures for and value of Bid Security applied to each lot or multiple lots; standards and methods for evaluating each lot or multiple lots in order for bidders to make a plan for bid within their qualifications;

2. The evaluation of bids and approval for successful bid shall be carried out according to Clause 3, Article 39 of the BSR Procurement Regulations.

3. If there a lot or a number of lots in the procurement to which there is no contractor making a bid or satisfying the Bidding Documents' requirements, Purchaser shall request the competent person to divide such lot(s) into separate procurement(s); regarding lots to which there are contractors making bids, the bidder selection and technical evaluation shall be carried out in conformity with the evaluation rules as prescribed in Clause 2 of this Section;4. In case there is only one successful bidder for all the lots, the procurement shall have one contract. In case there are multiple successful bidders for different lots, the procurement shall have multiple contracts.



## **Chapter IV. BIDDING FORMS**

Form No. 01(a). 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 <sup>(1)</sup>**

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] <sup>(2)</sup> together with the Table of bid price.

Contract execution period is \_\_\_[insert period of time for performing all tasks required by the procurement] <sup>(3)</sup>.

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 BSR Procurement Regulations (1402).
4. We are not involved in corrupt, fraudulent or conclusive 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 \_\_\_<sup>(4)</sup> days, from \_\_\_\_\_[date]<sup>(5)</sup>.

**Legal representative of bidder**

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

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



Notes:

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 to Purchaser's address, the Bidder must 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.



**POWER OF ATTORNEY <sup>(1)</sup>**

Hôm nay, ngày \_\_\_\_ tháng \_\_\_\_ năm \_\_\_\_, tại \_\_\_\_

[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]<sup>(3)</sup> 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 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 <sup>(1)</sup>**

[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 <sup>(2)</sup>:

*[- 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<sup>(3)</sup>:

| No. | Name                  | Tasks  | Proportion of total bid |
|-----|-----------------------|--------|-------------------------|
| 1   | Name of head member   | - ____ | - ____%                 |
|     |                       | - ____ | - ____%                 |
| 2   | Name of second member | - ____ | - ____%                 |
|     |                       | - ____ | - ____%                 |



|              |      |                                     |             |
|--------------|------|-------------------------------------|-------------|
| ....         | .... | ....                                | .....       |
| <b>Total</b> |      | <b>All tasks of the procurement</b> | <b>100%</b> |

(1) Only divided according to the main work of the bid package specified in Chapter 5 – 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's address, 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).



**BID SECURITY <sup>(1)</sup>**

*(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 \_\_\_\_\_<sup>(2)</sup> days, from \_\_\_\_\_[date]<sub>(3)</sub>.

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 BSR Procurement Regulations 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** <sup>(1)</sup>

*(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]<sup>(2)</sup> (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 \_\_\_\_\_<sup>(3)</sup> days, from \_\_\_\_\_[date]<sup>(4)</sup>.

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 BSR Procurement Regulations 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 19.5 –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)              |
|     | <b>Total bid price</b><br><i>(Transfer to Bid Submission Form)</i> | <b>(M) + (I)</b> |

**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>N<sup>th</sup> Good</i> |               |          |                       |            | <i>Mn</i>                  |
| <b>Total bid price of Goods including taxes, fees and charges (if any)</b><br><i>(Transfer to Table of bid price - Form No. 05)</i> |                            |               |          |                       |            | <b>M=M1+M2+...<br/>+Mn</b> |

**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 <sup>th</sup> Good |               |          |                       |            | A <sub>n</sub>                   | T <sub>n</sub>                   |
| <b>Total bid price of Goods excluding taxes, fees and charges (if any)</b>  |                      |               |          |                       |            | <b>A=A1+A2+...+A<sub>n</sub></b> |                                  |
| <b>Total value of taxes, charges, and fees (if any)</b>   |                      |               |          |                       |            |                                  | <b>T=T1+T2+...+T<sub>n</sub></b> |
| <b>Total bid price of Goods including taxes, fees and charges (if any)</b><br><i>(Transfer to Table of bid price - Form No. 05)</i> |                      |               |          |                       |            | <b>M<sub>1</sub>=A+T</b>         |                                  |

**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 <sup>th</sup> Good |               |          |                       |            | A <sub>n</sub>                   | T <sub>n</sub>                   |
| <b>Total bid price of Goods excluding taxes, fees and charges (if any)</b>  |                      |               |          |                       |            | <b>A=A1+A2+...+A<sub>n</sub></b> |                                  |
| <b>Total value of taxes, fees and charges (if any)</b>  |                      |               |          |                       |            |                                  | <b>T=T1+T2+...+T<sub>n</sub></b> |
| <b>Total bid price of Goods including taxes, fees and charges (if any)</b><br><i>(Transfer to Table of bid price - Form No. 05)</i> |                      |               |          |                       |            | <b>M<sub>2</sub>=A+T</b>         |                                  |

**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<br>(Col. 3x7) |
|  |             |          |               |                                    |             |            |                           |
|  |             |          |               |                                    |             |            |                           |
|  |             |          |               |                                    |             |            |                           |
|  |             |          |               |                                    |             |            |                           |
| <b>Total bid price of Related Services including taxes, fees and charges (if any)</b><br><i>(Transfer to Table of bid price - Form No. 05)</i> |             |          |               |                                    |             |            | <b>(I)</b>                |

**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: ___[ <i>insert province/city where the Bidder registers and operate business. For joint ventures, indicate the lead member</i> ], trường hợp là Nhà thầu liên danh thì ghi cho thành viên đứng đầu]   |
| Year of establishment: ___[ <i>insert year of establishment. For joint ventures, indicate the lead member</i> ].  |
| Bidder's legal address: ___[ <i>insert the registered address</i> ] [ <i>For joint ventures, indicate the lead member</i> ]   |
| Bidder's legal representative information. For joint ventures, indicate the lead member.<br>Name: _____<br>Address: _____<br>Telephone/Fax: _____<br>Email Address: _____   |
| Notes:<br><br>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.<br><br>2. Diagram of organizational structure of the Bidder [ <i>For joint ventures, indicate the lead member</i> ]. |



## 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:  |
| JV's legal representative information<br>Name: _____<br>Address: _____<br>Telephone/Fax: _____<br>Email Address: _____  |
| Notes:<br>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.<br>2. Diagram of organizational structure. |

**SIMILAR CONTRACTS PERFORMED BY BIDDER<sup>(1)</sup>**

[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<sup>(2)</sup>.**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.

| <b>From</b> | <b>To</b> | <b>Company/Project/Position/Relevant work and management experience</b> |
|-------------|-----------|---|
|             |           |   |
|             |           |   |
|             |           |   |
|             |           |   |
|             |           |   |
|             |           |   |
|             |           |   |
|             |           |   |

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

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

\_\_\_\_\_

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

Name of joint venture member (if any): \_\_\_\_\_

| Financial figures in the last 3 years <sup>(2)</sup> [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  |  |  |  |
| <b>Annual average revenue from business<sup>(3)</sup></b> |  |  |  |
| Pre-tax profits   |  |  |  |
| Post-tax profits  |  |  |  |

Enclose photocopies of financial statements (the Balance sheets including relevant description, income statements) in the last 3 years <sup>(4)</sup>, 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<sup>(1)</sup>**

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

| <b>No.</b> | <b>Names of special subcontractors<sup>(2)</sup></b> | <b>Scope of tasks<sup>(3)</sup></b> | <b>Quantity of tasks<sup>(4)</sup></b> | <b>Estimated rate (%)<sup>(5)</sup></b> | <b>Contract or agreement concluded with subcontractor<sup>(6)</sup></b> |
|------------|--|-------------------------------------|--|---|---|
| <b>1</b>   |  |                                     |  |   |   |
| <b>2</b>   |  |                                     |  |   |   |
| <b>3</b>   |  |                                     |  |   |   |
| <b>4</b>   |  |                                     |  |   |   |
| <b>...</b> |  |                                     |  |   |   |

**Ghi chú:**

To be used only if the Bidding Documents permit the engagement of a specialized Subcontractor prescribed in Chapter 5 – 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 2. SUPPLY REQUIREMENTS

### Chapter V. SCOPE OF SUPPLY

#### SCOPE OF WORK AND DETAILED SPECIFICATIONS


| No. | Item code      | Item name  | Description   | UoM | Quantity | Remarks  |
|-----|----------------|--|---|-----|----------|--|
| 1   | 4395770<br>189 | TRAY, TRAY,<br>INTERNAL<br>ELEMENT<br>T-1101, #1,2<br>PASS MVG<br>ODD<br>TRAYS 1<br>U/I<br>3, SULZER | TRAYS ; TYPE : TRAY, INTERNAL<br>ELEMENT T-1101,<br>#1 ; MANUFACTURER_MODEL_NUMBER :<br>2 PASS MVG ODD TRAYS 1 U/I 3 ;<br>MANUFACTURER : SULZER ;<br>ADDITIONAL INFORMATION : DWG NO:<br>156024-010103P ; | SET | 2        | For the equivalent offers: The technical requirements specified in Section 3.3. Chapter III. (03 TRAYS #1, #2, #3 – T-1101). |
| 2   | 4395770<br>199 | TRAY, TRAY,<br>INTERNAL<br>ELEMENT<br>T-1101, #2,2<br>PASS MVG<br>TRAY<br>#2, SULZER                 | TRAYS ; TYPE : TRAY, INTERNAL<br>ELEMENT T-1101,<br>#2 ; MANUFACTURER_MODEL_NUMBER :<br>2 PASS MVG TRAY #2 ;<br>MANUFACTURER : SULZER ;<br>ADDITIONAL INFORMATION : DWG NO:<br>156024-010104P ;           | SET | 1        |  |

**Note: The technical documents are attached to Bidding Documents.**



### Part 3. CONTRACT AND CONTRACT FORMS

#### Chapter VI. CONTRACT

|   |  |   |                     |  |                         |                      |
|---|--|---|---------------------|--|-------------------------|----------------------|
|  |  | <b>BINH SON REFINING AND PETROCHEMICAL JS</b> |                     |  |                         |                      |
| 208 Hung Vuong Avenue, Nghia Lo ward, Quang Ngai Province - Viet Nam              |  |   |                     |  |                         |                      |
| Tel: (84-255) 3825 825    Fax: (84-255) 3825 826                                  |  |   |                     |  |                         |                      |
| <b>PURCHASE ORDER</b><br>(...../DH-.....)   |  |   |                     |  |                         |                      |
| <b>To supplier:</b>   | [company name]   |   | <b>P.O No.</b>      | -20.../PO-BSR-....   |                         |                      |
|   | [address]  |   | <b>Order date</b>   | / /20....  |                         |                      |
|   | Tel :<br>Fax :   |   | <b>Requested by</b> | BSR  |                         |                      |
|   |  |   | <b>Page</b>         | (including this cover page )   |                         |                      |
| <b>Bill to:</b>   | <b>Binh Son Refining &amp; Petrochemical JSC</b>                                     |   |                     |  |                         |                      |
|   | 208 Hung Vuong Avenue, Nghia Lo ward<br>Quang Ngai Province<br>Vietnam               |   |                     |  |                         |                      |
| <b>Supplier No.</b>   | <b>Payment term</b>  |   |                     | <b>Terms of Delivery</b>   | <b>Shipped via</b>      |                      |
|   | Payment term:<br>Document to be provided upon delivery for goods acceptance:....     |   |                     | DDP Dung Quat Refinery, Van Tuong commune, Quang Ngai Province, Viet Nam (Incoterm 2010) |                         |                      |
| <b>Confirm to /Telephone</b>  |  |   |                     |  |                         |                      |
| Mr/Ms. ....<br>Mobile: ....., email:.....   |  |   |                     |  |                         |                      |
|   |  |   |                     |  |                         |                      |
| <b>Line</b>   | <b>Part Number/Description of Good/Service</b>                                       | <b>Good/Service Receipt date</b>              | <b>Quantity</b>     | <b>UOM</b>   | <b>Unit Price (EUR)</b> | <b>Total (EUR)</b>   |
| <b>A</b>  | .....  | Details as per attachment 1                   | 1,00                | package  | as per attachment 01    | as per attachment 01 |
|   | The material list, Technical Specification and detail price as per the attachment 01 |   |                     |  |                         |                      |
|   | The term and condition as per Attachment 2   |   |                     |  |                         |                      |



|          |  |  |  |  |  |  |
|----------|--|--|--|--|--|--|
|          |  |  |  |  |  |  |
| <b>B</b> | <b>Bank information for LC issuing:</b>  |  |  |  |  |  |
|          | - Beneficiary : ;<br>- Bank name : ;<br>- Bank address : ;<br>- SWIFT code/BIC code/IBAN No. (preferably): |  |  |  |  |  |

**For Supplier**

**For BSR**



## ATTACHMENT 1: SCOPE OF SUPPLY, SPECIFICATION AND DETAILED PRICE

(Attached to Po No.: -20.../PO-BSR-..... dated ...../...../20.....)

| No.                                     | Discription        | Quantity | UOM | Unit Price (EUR) | Total (EUR) |
|---|--------------------|----------|-----|------------------|-------------|
| 1                                       |                    |          |     |                  | 0,00<br>-   |
|   | <b>Total Price</b> |          |     |                  | <b>0,00</b> |
| <i>In words: ..... US dollars only.</i> |                    |          |     |                  |             |

## ATTACHMENT 2: TERMS AND CONDITIONS

(Attached to Po No.: -20.../PO-BSR-..... dated ...../...../20.....)

### 1. DEFINITIONS

- 1.1. "BSR" shall mean BINH SON REFINING AND PETROCHEMICAL CO., LTD
- 1.2. "The Supplier" shall mean the person, firm or company to whom the Purchase Order is issued.
- 1.3. The word 'Goods' include all goods and the word "Services" includes all services and/or performance of works, covered by the Purchase Order.
- 1.4. The term 'Purchase Order' shall mean Buyer's Purchase Order, to which these Terms and Conditions shall apply.
- 1.5. 'Terms and Conditions' shall mean the Clauses No. 1 to 21 detailed herein, which shall be binding on both parties and only amended by an authorized signatory.
- 1.6. 'The Contract' shall mean the contract between BSR and the Supplier consisting of the Purchase Order, these Purchase Terms and Conditions and any other documents (or parts thereof) specified in the Purchase Order.

### 2. QUALITY

- 2.1. In the absence of a specification or sample, all goods supplied shall be supplied to normal industry standards. All Services shall be carried out in a good and workmanlike manner.
- 2.2. All goods supplied shall be supplied with but limited to following documents:
  - CO/CQ;
  - Instruction for use and maintenance is in English/Vietnamese.
  - Other documents specified in Appendix 2- Technical Documents Requirement.

### 3. DELIVERY DATE

The date of delivery of the Goods or of the commencement of Services shall be that specified in the Purchase Order unless agreed otherwise between BSR and the Supplier. The Supplier shall furnish such programs of manufacture and delivery of Goods, or such descriptions and schedules of Services as BSR may reasonably require and the Supplier shall give notice to BSR as soon as practicable if such programs or schedules are or are likely to be delayed.

### 4. INCORRECT DELIVERY

All goods must be delivered at the delivery point specified in the Purchase Order. If goods are incorrectly delivered, the Supplier will be held responsible for any additional expense incurred in delivering them to their correct destination. Services shall be carried out at the location specified in the Purchase Order. Whilst on BSR premises, the Supplier's personnel, agents and subcontractors shall at all times conduct themselves in full compliance with BSR site, safety and security regulations that are brought to their notice and shall immediately report to BSR any accidents in which they are involved.

### 5. PASSING OF PROPERTY AND RISK TO BUYER

The title and risk in the Goods shall remain in the Supplier until they are delivered at the point specified in the Purchase Order and transferred to BSR's possession, at which time title and risk in the goods shall transfer to BSR. The intellectual property in all commissioned Services shall belong to BSR unless otherwise agreed in the Contract referred to in the Purchase Order. Supplier agrees to



- carry out all formalities to legally vest ownership of intellectual property rights in BSR at BSR's expense and request.
6. TAXES AND DUTIES
- Unless otherwise stated in the Purchase Order,
- 6.1. Supplier shall bear all taxes, duties and the like outside Vietnam related to performance of the Contract/ Purchase Order.
- 6.2. BSR shall bear all taxes, duties and the like inside Vietnam related to performance of the Contract/ Purchase Order (including Value Added Tax and Imported Tax).
7. TERMS OF PAYMENT
- 7.1. Unless otherwise stated in the Purchase Order, payment will be made within 30 days from date of invoice providing BSR receives the Supplier's correct and valid invoice, and provided the Goods have been correctly delivered or the Services have been properly performed and BSR has accepted them.
- 7.2. If the Goods are not correctly delivered or BSR has not accepted the Services, the invoice shall be paid after 30 days following the date when the discrepancy is corrected to BSR's satisfaction.
- 7.3. Value Added Tax, where applicable, shall be shown separately on all invoices that must comply with local regulatory requirements.
8. LOSS OR DAMAGE OF GOODS IN TRANSIT
- 8.1. BSR shall advise the Supplier and the carrier (if any) in writing, otherwise than by a qualified signature on any Delivery Note, of any loss or damage or defect within the following time limit:
- 8.1.1 Partial loss, damage, defects or non-delivery of any separate part of a consignment shall be advised within 14 days of date of delivery of the consignment or part consignment. Supplier will advise of any total loss within 7 days.
- 8.2. Supplier shall make good free of charge to BSR any loss of or damage to or defect in the Goods where BSR gives notice in compliance with this warranty provision.
9. ACCEPTANCE
- BSR shall have the right, without prejudice to any other right which BSR may have against the Supplier to reject the Supplier's supplies of Goods or Services within a reasonable time of their delivery or completion and to cancel this Purchase Order if they are not in conformity with the contract or the terms and conditions of the Purchase Order. The making of payment shall not prejudice BSR's right of rejection.
10. VARIATIONS
- 10.1 The Supplier shall not alter or vary the Goods or Services, except as directed in writing by BSR. BSR shall have the right, from time to time during the execution of the Contract, by notice in writing, to direct the Supplier to add to or to omit, or otherwise vary, the Goods or the Services. Where the Supplier receives any such direction from BSR which would occasion an amendment to the Contract price the Supplier shall, with all possible speed, advise BSR in writing to that effect giving the amount of any such amendment, ascertained and determined at the same level of pricing as that contained in the Supplier's tender or quotation.
- 10.2 Provided BSR accepts in writing any variation in price given in accordance with clause 9.1 or any alteration to the delivery or performance schedule, the Supplier shall carry out such variations and be bound by the same conditions, so far as applicable, as though the said variations were stated in the Contract/ Purchase Order.
- 10.3 If, in the opinion of the Supplier, any such direction is likely to prevent the Supplier from fulfilling any of its obligations under the Contract/ Purchase Order it shall so notify BSR and BSR shall decide with all possible speed whether or not the same shall be carried out and shall confirm its instructions in writing and modify the said obligations to such an extent as may be justified. Until BSR confirms its instructions, the Supplier shall act as if the instructions had not been given.
11. INTELLECTUAL PROPERTY RIGHTS
- The Supplier will fully indemnify BSR against any claim for infringement of intellectual property rights in connection with any Goods or Services supplied by Supplier to BSR and against any and all costs, expenses and damages which BSR may incur or become liable for such infringement. BSR shall give to the Supplier prompt notice in writing of any claim being made or action threatened or brought against BSR and will permit the Supplier, at Supplier's own expense, to conduct any litigation that may ensue and all negotiations for a settlement of the claim.
12. FORCE MAJEURE
- Neither party shall be liable for failure to perform its obligations under the Contract/PO if such failure results from circumstances, which are beyond the party's reasonable control.
13. ASSIGNMENT AND SUB-CONTRACTING
- The Contract shall not be assigned by the Supplier nor subcontracted as a whole. The Supplier shall not subcontract or assign any part of the Services without BSR's written consent, which shall not be unreasonably withheld, but the restriction contained in this clause shall not apply to subcontracts for materials, for minor details, or for any part of which the makers are named in the Contract. The Supplier shall be responsible for all Services and Goods supplied by subcontractors.
14. COPIES OF SUBCONTRACTS
- When BSR has consented to the placing of subcontracts, copies of each subcontract shall be sent by the Supplier to BSR immediately upon signing and prior to commencement of work by the subcontractor.
15. HAZARDOUS GOODS
- 15.1. Hazardous Goods must be marked by the Supplier with International Danger Symbol(s) and display the name of the material in English/Vietnamese. Transport and other documents must include declaration of the hazard and name of the material in English/Vietnamese. Goods must be accompanied by emergency information in English/Vietnamese in the form of written instructions, labels or markings. The Supplier shall observe the requirements of EU and local laws and regulations relating to the packing, labeling, carriage and disposal of hazardous Goods.
- 15.2. All information held by, or reasonably available to, the Supplier regarding any potential hazards known or believed to exist in the transport, handling or use of the Goods to be supplied or to the provision of Services shall be promptly communicated to BSR.
16. WARRANTY AND INDEMNITY

- 16.1. The Supplier shall as soon as reasonably practicable repair or replace all Goods without additional cost to BSR which are or become defective during the Period of 12 months from delivery, or if appropriate putting into service, whichever is the later, where such defects occur under proper usage and are due to faulty design, the Supplier's erroneous instructions as to use or erroneous use data, or faulty materials or workmanship, or any other breach of Supplier's warranties, expressed or implied, statutory or otherwise. Repairs and replacements shall themselves be subject to the foregoing obligations for a period of 12 months from the date of delivery, reinstallation or passing of tests (if any) whichever is appropriate after repair or replacement. Supplier shall further be liable in damages in respect of each Purchase Order. The Supplier shall remedy at no charge to BSR any defects in Services that were not due to BSR that appear within 12 months from the completion of the Services. Neither the above nor anything contained in these Terms and Conditions shall limit or impair any statutory or any other rights that BSR may have.
- 16.2. The Supplier will indemnify BSR against all losses liabilities, claims, costs and expenses that may result from loss of or damage to any property, or injury to or the death of any person that may arise out of any act or omission or negligence of the Supplier in connection with the Purchase Order or the Supply.
- 16.3. Goods submitted by BSR to the Supplier for servicing or repair or any works shall be at the Supplier's sole risk in regard to any loss or damage or personal injury.
- 16.4. Warranty and indemnity shall be done at Supplier site.
17. **INSOLVENCY AND BANKRUPTCY**  
If the Supplier becomes insolvent or bankrupt or (being a Company) makes an arrangement with its creditors or has an administrative receiver or administrator appointed or commences to be wound up (other than for the purpose of amalgamation or reconstruction), BSR may, without prejudice to any other of his rights, terminate the Contract forthwith by notice to the Supplier or any person in whom the Contract may have become vested.
18. **GENERAL CONDITIONS IN THE TENDER**  
No conditions submitted or referred to by the Supplier when tendering, shall form part of the Contract unless otherwise agreed to in writing by both parties.
19. **CONFIDENTIALITY**
- 19.1. The Supplier undertakes that it and the Supplier's, personnel, agents and subcontractors will fully respect the confidentiality of BSR's internal business affairs. The Supplier hereby undertakes to treat as confidential all information obtained from BSR or communicated to the Supplier pursuant to this Purchase Order (or through discussions or negotiations prior to the Purchase Order being placed) or acquired in the performance of the Purchase Order, and will not divulge such information to any person (except to its own employees and then only to employees who need to know the same) and will use such information solely in connection with performing its obligations under this the Purchase Order and not for its own benefit or for the benefit of any third party, provided that this Clause shall not extend to information:
- a) Which is rightfully in its possession prior to the commencement of the negotiations resulting in the Contract; or
  - b) Which is already public knowledge or becomes so at a future date (other than as a result of breach of this Clause); or
  - c) Which is communicated or disclosed to the Supplier by a third party lawfully in possession thereof and entitled so to disclose it.
20. **CONSTRUCTION OF CONTRACT**
- 20.1. The Contract shall be governed by and construed in accordance with Vietnamese Law and the parties submit to the jurisdiction of the Courts of Vietnam.
- 20.2. The Purchase Order shall override and take precedence over any other terms and conditions express or implied and its provisions shall not prejudice or affect any other right or remedy for breach of Contract or otherwise to which BSR may be entitled.
- 20.3. No amendment to the Purchase Order or the supply of goods shall be of effect unless agreed in writing by BSR.
- 20.4. Notices hereunder shall be in writing addressed to the parties as stated, or to their last known addresses, and shall be effective on delivery.
- 20.5. Failure of BSR to enforce compliance with any term or condition of the Purchase Order shall not constitute a waiver of such term or condition.
- 20.6. If any provision of the Purchase Order is determined invalid, unlawful or unenforceable to any extent such provision shall be severed from the body of the Purchase Order and the remainder thereof shall continue to be valid and enforceable to the fullest extent permitted by law.
21. **COMPLIANCE TO HEALTH, SAFETY AND ENVIRONMENTAL**
- 21.1. Supplier is responsible to perform the works in full compliance with all regulations of BSR and especially all Vietnamese and local environment rules and to provide all requested permits, certificates, authorization required for work.
- 21.2. Supplier shall at all time conduct all operations under this Contract/ Purchase Order in a manner to avoid the risk of endangering health or causing bodily harm to persons or damage to property. Supplier shall, in accordance with Supplier's established practices, have sole responsibility for implementing its safety and health program, talking all safety and health precautions necessary and continuously inspecting all equipment, materials and work to discover, determine and correct any conditions which might result in any of the aforementioned risks.
- 21.3. Supplier shall comply with Jobsite HSE and security requirements and at all times conduct operations under this Contract/ Purchase Order in a manner to avoid the risk of loss, thief, or damage by vandalism, sabotage or any other means to any work, materials, equipment or other property. Such compliance with these HSE and security requirements shall not relieve Supplier of its responsibility for maintaining proper HSE and security for the above noted items, nor shall it be construed as limiting in any manner Supplier's obligation with respect to all applicable laws and regulations and to undertake reasonable action to establish and maintain secure conditions at the Jobsite.



## 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);<sup>(2)</sup>

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<sup>(3)</sup>]* (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]* <sup>(4)</sup>.

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

[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<sup>(2)</sup>]* (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]*<sup>(3)</sup> 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: Bidder Name-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:

| <b>No.</b> | <b>Bank</b>                     | <b>SWIFT Code</b> |
|------------|---------------------------------|-------------------|
| 1          | Vietcombank – Quang Ngai Branch | BFTVVNVX027       |
| 2          | Vietinbank – Quang Ngai Branch  | ICBVVNVX520       |



|   |   |           |
|---|---|-----------|
| 3 | BIDV – Quang Ngai Branch                | BIDVVNVX  |
| 4 | PVcomBank – Quang Ngai Branch           | WBVNVNVX  |
| 5 | Techcombank - Quang Ngai Branch         | VTCB VNVX |
| 6 | Ngân hàng Liên Việt - Quang Ngai Branch | LVBKVVNVX |

- **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 closing.

